



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

Fremont County

APR 18 2024

LAND USE APPLICATION

Planning & Zoning

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: Prestige Shooting Complex

Site Address: _____

Applicant(s)

Name(s) Aaron Muss

Address 1181 Medlex Grove, Unit 207, Colorado Springs, CO 80921

Phone 732-832-1877 Fax _____

Email amuss@comcast.net

Owner(s)

Name(s) Michael J Turley Trust

Address P.O. Box 38036 Colorado Springs, CO 80937-8036

Phone _____ Fax _____

Email _____

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

Name(s) Aaron Muss

Address 1181 Medlex Grove, Unit 207, Colorado Springs, CO 80921

Phone 732-832-1877 Fax _____

Email amuss@comcast.net

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.

Process & Requirements Overview

Any application which is not complete or does not include all minimum submittal requirements will be rejected by the Fremont County Department of Planning and Zoning (Department). Further, any application that is inadequate or incomplete, may be subject to postponement of placement on an agenda of the Fremont County Planning Commission (Commission), pending receipt of an adequate and complete application.

Upon receipt of a complete application, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter), which will state the submittal deficiencies which must be addressed by the applicant, Department comments and/or questions about the application, and the number of revised application packets to be supplied to the Department for placement on an agenda of the Commission. An additional full application fee may be charged to the applicant, as per Resolution approved by the Board of County Commissioners (Board), if all deficiencies as per the initial D & C Letter are not adequately addressed or provided. Each subsequent D & C Letter, based on resubmitted items, will result in another full application fee. All such fees shall be paid along with the deficiency submittal, prior to any further review of the application.

The Department, Commission, and/or Board may require additional information at any time during the application process as may be deemed necessary for thorough consideration of the application and to enable an informed final decision.

Any Land Use application for that has been submitted after the use requiring the permit has been established on the property may be subject to a penalty fee in addition to the set application fee for such permit. The penalty fee shall be equal to the initial application fee for the Land Use Application. As with all land use applications payment of associated fees do not ensure approval of the application.

If the application is approved by the Board with contingencies the contingencies shall be completed to the Department within six (6) months of the approval date, or the approval shall be deemed rescinded and the application expired, after which, re-submittal of the application, including fees, and procedural requirements, will be required.

In approving an application for Land Use, the Board may require higher standards for development than required by the Fremont County Zoning Resolution (FCZR).

Modifications, major or minor, to the Land Use Permit as approved, shall be accomplished in compliance with requirements of the Fremont County Zoning Resolution.

Applicants shall pay all application fees to the Fremont County Treasurer's Office. Upon receipt of a complete application, a Department representative will provide the applicant with a payment check list to present to the Treasurer's Office with payment.

Site & Development

(Section 1)

1. Describe the proposed type of operation to include days & hours of operation, number of employees, & machinery:
A private shooting range that will not be open to the public. Will be available to private clients 7 days a week/24 hours a day. The space will host 2 events a year that bring roughly 150 people as well as potential monthly events that bring in up to 50 people. There are anticipated to be 10 employees eventually. Tractor, skid steer, and side by side will be machinery on site, though this machinery is yet to be purchased.
2. Property address or schedule number: 1565 CR 103 4091000000057
3. Have the mineral interests been severed from the subject property? YES NO Point of Contact:
Don
a. If yes (severed) who is the mineral interest owner? Javernick Oil 719-334-9378
4. Is the property currently developed? YES NO
5. Existing types & sizes of structures: 1 Temporary Shaded Structure
6. Proposed types & sizes of structures: 1 Permanent Shade Structure, 2 Durablock Structures, 1 Restroom Structure, eventually 1 office space.
7. Lot Coverage (indicate percent or square footage): Existing 0 Proposed 11420 sf (.02%)
8. FCZR Citing Rural Rec. Facility Property size (acres or square footage) 1361 ac (59,285,160 sf)
9. Amount of the property the use will encumber: 11420 sf (.02%)
10. Zone District: Agriculture forestry Land Use Recreation
11. Please indicate the zone district & current land use for adjoining properties:
 - a. Northerly: (ZD) AF Land Use: Residential/Ag
 - b. Easterly: (ZD) AF Land Use: Agricultural
 - c. Westerly: (ZD) AF Land Use: Vacant/Mining
 - d. Southerly: (ZD) AF Land Use: Residential/Ag
12. Master Plan – Planning District of property: Partially in both the Plains and Southern Mountain Planning 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 103, dirt road
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 0-5 (per day) Number of access points 3
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) _____
18. Does the property lie within the boundaries or within ¼ of a mile of any service district?

YES NO Entity Name(s) _____

19. Requested duration of proposed use: _____ Life of use Estimated life of use years _____

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 150 standard size 150 compact 0 ADA 0

(Standard 9' X 18') (Compact 7' X 15') (Please refer to section 5.3 & 5.4 of the FCZR)

ENOUGH AREA WILL BE PROVIDED FOR ROUGHLY 150 PARKING SPACES (ROUGHLY 37,000 SF) THOUGH PARKING WILL NOT BE DEFINED BY STIPES

24. Will the parking area include lighting? YES NO

25. Parking area surface type: Dirt Thickness: N/A

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: N/A (Hauled)

b) Sanitation: N/A (Septic)

c) Electrical: N/A

d) Telephone: N/A

e) Refuse: Twin Environmental Services

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:

No Dust and or Erosion control measures are proposed due to the minimal impact tho the property.

2. Noise control measures:

No noise control measures are proposed.

3. Odor control measures:

Odor is not anticipated to be generated by the proposed use.

4. Visual impact control measures:

The proposed buildings on site are not anticipated to have a major impact on the aesthetics of the property.

5. Wildlife/plant habitat protection measures:

Due to the limited impact on the site, no wildlife/plant protection measures are proposed.

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

Due to the limited impact on the site, no water quality or water way protection measures are proposed.

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

Highest level of standard operations procedures (S.O.P.) will be followed on the property.

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

No archaeologically or historically significant sites have been found on the property.

9. Measures to limit or control offsite discernable vibrations:

The proposed use will not involve offsite discernible vibrations.

**Required Submittals Attachments
(Section 3)**

1. Current Deed of Record
2. Water supply documentation: Public water source requires documentation evidencing ability to provide service. Wells require documentation of a well permit and/or documentation that the existing well is adequate for the proposed use
3. Fremont County's Colorado Division of Water Resources Information Form
4. Sanitation Documentation: Public sewer shall require documentation evidencing ability to provide service. Onsite Waste Water System (OWTS) shall require a percolation test and report and a design plan from a certified engineer. Existing OWTS systems shall require documentation that the existing system is adequate for the proposed use
5. Refuse Plan: Shall address the storage, collection, and disposal of refuse. It shall also document screening of refuse receptacles/areas. (Refuse plans require approval by the Fremont County Environmental Health Dept.)
6. Drainage Plan: Must contain all required items under FCZR 5.10 (Drainage plans require approval by the County Engineer).
7. Landscaping Plan or justification for waiver request.
8. Lighting Plan or justification for waiver request
9. Noxious Weed Control Plan or justification for waiver request. (Plans and waiver requests require approval by the Fremont County Noxious Weed Manager)
10. List of owners and mailing address for all properties located within a five-hundred (500') foot radius of the subject property
11. County Roadway Impact Analysis Form (If accessed off a county road)
12. Colorado Department of Transportation Access Permit (If accessed off a CDOT controlled road)
13. Statement indicating how the proposed use complies with "Goals Objectives, and Implementation Strategies" of the Fremont County Master Plan District
14. Statement indicating how the proposed use will be in harmony and compatible with surrounding land uses and development in the area and/or measures that can be taken to make it in harmony & compatible.
15. Fire protection plan addressing method of fire protection, location of hydrants or other means of protection. If located within a fire protection district the plan shall be approved by the District.
16. A detailed utility plan showing the proposed or existing location of all utilities.
17. Site Plan drawn to professional standards (3 hard copies 18" x 24" or 24" x 36")
18. Submittals and exhibits should be clearly identified with section and/or question number located on the bottom right hand corner, or otherwise tabbed or marked.

If Applicable Submittals

19. CDOT Notification form of Proposed Land Use and comments (if access is from or within 500' of a CDOT controlled road)
20. Mineral Interest Notification and certified mailing receipt. Notification & Mailing shall be completed within 30 days prior to the scheduled Planning Commission Meeting. (this is only required if the minerals interests are severed)
21. Copies of all local, state and federal licenses and/or status of applications.
22. In circumstances of Corporate Ownership, documentation evidencing whom is eligible to execute documents on behalf of the corporation
23. In circumstances where the applicant is not the owner written authorization from the owner specifying the extent to which the representation is authorized
24. In circumstances where a consultant is making application on behalf of the owner, written authorization from the owner specifying the extent to which the representation is authorized
25. In circumstances where the property owner of record is not involved in the operation or application, documentation indicating right to occupy and use the property shall be provided. (lease or similar document)
26. Buffering Plan (If required)
27. Current registration for SMM equipment or documentation that equipment is on tax rolls associated with the property, to include list of machinery.
28. List of Hazardous materials stored and/or used on site, to include location of storage and management practices
29. Copies of mining and reclamation plans (CUP's)
30. Required information set forth in FCRZ 8.13.17.1 (Airports)
31. Required information set forth in FCRZ 8.13.17.2 (Adult Uses)
32. Required information set forth in FCRZ 8.13.17.3 (Kennels)
33. Required information set forth in FCRZ 8.13.17.4 (Antennas & Towers)

Site Plan Drawing Requirements

- a. Drawing Size: Minimum sheet size 18" x 24" to a maximum sheet size of 24" x 36";
- b. Written and graphic scale with minimum of 1" = 200' max 1" = 50';
- c. Appropriate title (SPECIAL REVIEW USE PERMIT, CONDITIONAL USE PERMIT, COMMERCIAL DEVELOPMENT PLAN FOR {name});
- d. Appropriate subtitle (brief description of the proposed use);
- e. Boundary drawing of the property with bearings and dimensions illustrating the legal description;
- f. Legal description of the property;
- g. Acreage or square footage of the subject property;
- h. Zoning classification of the subject property;
- i. Zoning classification of the adjoining properties;
- j. North Arrow;
- k. Vicinity map locating the subject property in relation to surrounding areas;
- l. Table indicating relationship between proposed and existing construction to remain on the property
- m. Minimum lot size, maximum lot coverage, maximum building height, minimum lot width, minimum setback requirements (Front, Two sides, & Rear)
- n. Size and shape of all existing & proposed structures: each structure shall be labeled/noted as existing or proposed. Dimensions from at least two property lines shall be noted;
- o. Location of all parking areas to include size, dimensions, surface type & thickness, type of space (ADA, Standard, Compact) and a table specifying the minimum numbers of spaces required for each category;
- p. Location of loading areas to include size, dimensions surface type & thickness;
- q. Labeled access points including interior roadways with dimensions, surface type & thickness, circulation pattern, and dimensions from property lines;
- r. Any proposed pedestrian areas & walkways to include dimensions, surface type & thickness;
- s. Location and dimensions of refuse areas;
- t. Identification and location of all drainageway, drainage facilities, including FEMA flood areas, to include dimensions from property lines;
- u. Location, height & type of lighting for parking and off-loading areas;
- v. Location, type, and size of all on-site identification signage (table may be used);
- w. All easements (existing & proposed) to include dimensions from property lines (beginning, end, & centerline) width, and if they are to be vacated or relocated;
- x. Significant natural features;
- y. Soil types
- z. Open space areas
- aa. Legend identifying symbols and/or lines

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- r. Any proposed pedestrian areas & walkways to include dimensions, surface type & thickness;
- s. Location and dimensions of refuse areas;
- t. Identification and location of all drainageway, drainage facilities, including FEMA flood areas, to include dimensions from property lines;
- u. Location, height & type of lighting for parking and off-loading areas;
- v. Location, type, and size of all on-site identification signage (table may be used);
- w. All easements (existing & proposed) to include dimensions from property lines (beginning, end, & centerline) width, and if they are to be vacated or relocated;
- x. Significant natural features;
- y. Soil types
- z. Open space areas
- aa. Legend identifying symbols and/or lines

Attachment #1: Deed of Record

**PERSONAL REPRESENTATIVE'S DEED
(Sale)**

THIS DEED is dated May 27, 2021, and is made between **CHRISTOPHER BUCHANAN EVERHART**, the "Grantor," as **Personal Representative of the estate of ADELAIDE MESTRESS EVERHART, a/k/a ADELAIDE M. EVERHART**, deceased, and **THE MICHAEL TURLEY TRUST**, the "Grantee," whose legal address is P.O. Box 38036, Colorado Springs, CO 80937 of the County of El Paso, State of Colorado.



WHEREAS, the decedent died on the date of August 26, 2018, and Grantor was duly appointed Personal Representative of said estate by the Probate Court in and for the County of Custer, State of Colorado, Probate No. 2018PR030006 (also denominated as No. (2018OR30006), on the date of August 13, 2019, and is now qualified and acting in said capacity;

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell and convey unto Grantee for and in consideration of TEN DOLLARS AND 00/100 AND OTHER GOOD AND VALUABLE CONSIDERATION, (\$10.00), all of Grantor's interest, being a 25% interest, in the following described real property situate in the County of Fremont, State of Colorado:

See Exhibit A attached

also known by street address as: County Road 103, Florence, Colorado 81226.
and assessor's schedule or parcel number: R031397

With all appurtenances.

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

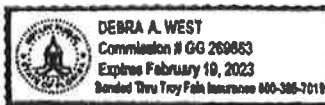
Christopher Buchanan Everhart
Personal Representative of the estate of ADELAIDE MESTRESS EVERHART, a/k/a ADELAIDE M. EVERHART, Deceased.

STATE OF FLORIDA)
County of Monroe) ss.

The foregoing instrument was acknowledged before me this 27 day of May, 2021, by CHRISTOPHER BUCHANAN EVERHART as Personal Representative of the estate of ADELAIDE MESTRESS EVERHART, a/k/a ADELAIDE M. EVERHART, Deceased.

Witness my hand and official seal. My commission expires: 2-19-23

Debra A West
Notary Public



Send future Tax Notices to: _____

Doc Fee \$0.00

EXHIBIT "A"

PARCEL A:

EAST HALF OF SECTION 20, TOWNSHIP 20 SOUTH, RANGE 69
WEST OF THE 6TH PRINCIPAL MERIDIAN (E1/2 SEC 20-20-69)

PARCEL B:

SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE
SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17,
TOWNSHIP 20 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL
MERIDIAN (SE1/4SW1/4, S1/2SE1/4 SEC 17-20-69)

PARCEL C:

SOUTH HALF OF THE NORTH HALF AND THE SOUTH HALF OF
SECTION 21, TOWNSHIP 20 SOUTH, RANGE 69 WEST OF THE 6TH
PRINCIPAL MERIDIAN (S1/2N1/2, S1/2 SEC 21-20-69) LESS 9.36 AC.

PARCEL D:

ALL OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 69 WEST OF THE
6TH PRINCIPAL MERIDIAN (SEC 28-20-69)

PARCEL E:

EAST HALF OF THE NORTHEAST QUARTER, THE SOUTHWEST
QUARTER OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE
SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE
69 WEST OF THE 6TH PRINCIPAL MERIDIAN (E1/2NE1/4, SW1/4NE1/4,
N1/2SE1/4, SE1/4SE1/4, SEC 29-20-69)

PARCEL F:

WEST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST
QUARTER OF THE NORTHWEST QUARTER SECTION 22, TOWNSHIP 20
SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN
(W1/2SW1/4, SW1/4NW1/4 SEC 22-20-69)

COUNTY OF FREMONT, STATE OF COLORADO.

Attachment #2: Water Supply Documentation

Water will be hauled in.

Attachment #3: Fremont County's Colorado Division of Water Resources
Information Form



**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: Prestige Shooting Complex
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: 69 EXC PORTION IN SE4SE4 TO FALL CANYON SUB REF FROM 999-24-563 REF TO 660-00-830 660-01-750 660-02-750 & 660-02-770
4. What is the size of the existing parcel? 1363 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: _____

c. Home lawn / garden irrigation: Yes --- No

If yes, amount: _____ 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): _____ 0 _____

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

c. Livestock watering: Yes --- No

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

d. Number of Employees per day: _____ 10 _____ Number of days open per year: _____ 365 _____

e. Number of Customers per day: _____ 10 _____ Number of days open per year: _____ 365 _____

f. Bed / Breakfast Customers per day: _____ Number of days open per year: _____

g. Describe other water needs: Anticipating monthly events of roughly 50 people.

Anticipating bi annual events of 150 people.

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*) _____

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: _____

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.

Aaron Muss
Applicant Printed Name


Signature

04/05/24
Date

Property Owner Printed Name
(If different from applicant)

Signature

Date

Attachment #4: Sanitation Documentation: Onsite Waste Water System (OWTS) shall require a percolation test and report and a design plan from a certified engineer.

Attachment #5: Refuse Plan

Twin Environmental Services will be utilized for refuse services.

Attachment #6: Must contain all required items under FCZR 5.10 (Drainage plans require approval by the County Engineer)

At the direction of J Bunderson (Fremont County Engineer), a waiver is requested from the drainage requirements. Please see the attached email from J regarding the waiver.

From: Ian Malone <ianm@3rocksengineering.com>
Sent: Wednesday, February 21, 2024 11:31 AM
To: Nathan Curtis
Subject: Fwd: Drainage plan

See the forwarded email about drainage for prestige shooting complex

----- Forwarded message -----

From: J Bunderson <j.bunderson@fremontco.com>
Date: Wed, Feb 21, 2024 at 10:30 AM
Subject: Drainage plan
To: Ian Malone <ianm@3rocksengineering.com>

Ian,

Sorry for the delayed response on the shooting complex (?) drainage plan question you asked at my office last week.

It is not the project I was thinking of, but nonetheless I can give you some direction. The County drainage plan regulations are being re-written to include exemptions from the drainage plan requirements depending on lot size, percent imperviousness, whether Commercial or Residential, and some other criteria. Just considering what you told and showed me, it looks like this project would not be required, according to proposed regulations, to have a drainage plan completed (large area, very small impervious %). Practically speaking, I don't see any possible way to do so anyway.

I suggest the applicant request a waiver from the drainage plan requirement. Unless there is something I am missing, I would approve a waiver.

Please call or email to discuss if necessary.

J K Bunderson PE - Fremont County Engineer 615 Macon Avenue, Cañon City CO 81212

Office: 719-276-7367 Mobile: 719-792-9372 j.bunderson@fremontco.com www.fremontco.com

Attachment #7: Landscaping Plan or Justification for Waiver Request

The applicant respectfully requests a waiver from the landscaping plan requirement. The property being developed is not on a main road and has plenty of natural vegetation. In addition, the property owner owns the properties on both sides of CR 103 and will not have complaints against their own property. The nearest building to the property will be roughly 100 feet away from the right-of-way which is roughly 25' more than the 75' required by the zoning resolution.

Attachment #8: Lighting Plan or justification for waiver request

Prestige Shooting Complex will conduct operations 24/7 however the complex will not be open to the public and does not want to convey that the property is “open” or “available” through lighting. In addition, the facility plans to provide training grounds for local law enforcement and military organizations. Artificial lighting could hinder the training experience.

Attachment #9: Noxious Weed Control Plan or justification for waiver request.
(Plans and waiver requests require approval by the Fremont County Noxious Weed
Manager)



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: Prestige Shooting Complex DATE 07/19/23

Address (or location of property) Legal Description- 1365 CR103

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 weeds 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 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 the 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, *Houdstongue, 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: Though not always present, it is highly advisable to keep an eye out for these species as well as any other state-listed noxious weeds if they begin to emerge. Heavy traffic and soil disturbances can bring about the growth of other seeds dormant in the soil. Watching for this type of activity is key to monitoring this type of occurrence. In the event any 'List A' or large populations of 'List B' species are observed, a site visit would be recommended during the peak growing season to discuss further management plans. In order to do this, please consider all factors in choosing a time (such as weather, presence of actively growing plants, and operation plans or activities). Any additional questions or concerns in completing this management plan please contact Fremont County Weed Management to discuss available options. (719-276-7317)



Applicant Signature

07/19/23
Date

Owner/Manager Signature

Date

Brittany Pierce

Brittany Pierce
Fremont County Weed Management Representative

07/24/2023
Date

Attachment #10: List of owners and mailing address for all properties located within a five-hundred (500') foot radius of the subject property

Owner	Owner Address
DRAPER LAND AND CATTLE COMPANY LLC	P O BOX 94, WETMORE, CO 81253-0094
NEWCOMB JO ELYN & HARZ ELIZABETH	12655 STATE HWY 67, FLORENCE, CO 81226-9701
LAMEY MARK ROBERT	3311 CO RD 103, FLORENCE, CO 81226-9723
CAMPBELL L IRREVICABLE TRUST	P O BOX 128, FLORENCE, CO 81226-0128
HERRERA MARJORIE	208 MARBLE AVE, FLORENCE, CO 81226-1312
MARSHALL DONALD & DE ANNA M	2903 FRE CO RD 103, FLORENCE, CO 81226-9722
LEVITY WELLNESS	426 WEST FILLMORE, COLORADO SPRINGS, CO 80907-6046
BENKER SIDNEY B & WARD D	3145 COUNTY ROAD 103, FLORENCE, CO 81226-0000
DOUGAN MICHAEL SCOTT & PAULA SUE	513 BROOKEWAY, FLORENCE, CO 81226-1285
CORLEY COMPANY THE	2605 CONSTELLATION DR, COLORADO SPRINGS, CO 80906-5807
KNISLEY MARK A & DEBORAH	P O BOX 676, FLORENCE, CO 81226-0676
ASHBY MATTHEW EDWARD & TIFFANY JEAN	1836 BONFORTE BLVD, PUEBLO, CO 81001-1740
JAKUBOWSKI JOSEPH MICHAEL & JUDITH BERNICE	P O BOX 716, FLORENCE, CO 81226-0716
EMERSON PARKER D & EMERSON DANIKA R	491 NEWLIN RIDGE ROAD, FLORENCE, CO 81226-8942
LAS CRUCES LTD	2004 BERKLEY DRIVE, WICHITA FALLS, TX 76308-1309
STATE OF COLORADO	1127 SHERMAN ST STE-300, DENVER, CO 80203-2398
ELLS CHRIS & ROSA	PO BOX 825, CHARLOTTE, TX 78011-0825
AFFELDT PAUL	820 W LONGHORN RD, PAYSON, AZ 85541-4243
EMCH SUSAN ELLEN	15800 EL PASEO DR, WHITTIER, CA 90603-1218
U-TURN FOR CHRIST-COLORADO	683 COUNTY ROAD 103, FLORENCE, CO 81226-9709

Attachment #11: County Roadway Impact Analysis From (If accessed off a county road)



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 1565 CR 103 Tactical Training Facility

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 is a gun range for tactical training. It is not open to the public but is by appointment only to invited clients, so the number of visitors to the site is closely controlled and known. Future plan is to have 10 employees on site daily.

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: 20 daily, 10 peak-hour am, 10 peak-hour pm _____

Customer: 40 daily, 20 peak-hour am, 20 peak-hour pm

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

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

Total Vehicle Trips: 60 daily, 30 peak-hour am, 30 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.

Colorado Licensed Professional Engineer Date _____ 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 site is 5.5 miles south of Florence on Hwy 67, then another 0.75 miles south on CR 103

7. *What are the names and/or the numbers of the public roadways that serve the site? CR 103

Provide a site plan drawing that shows the subject property, its proposed access points and all public roadways within a one-half (½) 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): Custer County

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? 60'

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? one
-
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: unlimited Southerly, site distance: unlimited
 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: 0.75 miles 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: 520 feet 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: NA Southerly, distance: NA
 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: NA Southerly, distance: NA
 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. _____

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 # CR103 average weekday traffic 226
 Weekday peak-hour traffic 18 am _____ dates _____ times
 Weekday peak-hour traffic 24 pm _____ dates _____ times
 Current level of service - % of roadway in use 15% based on capacity of 1,500 v/d
Traffic projections based on ITE trip generation for 24 residences past the proposed access.
 Roadway name or # Highway 67 average weekday traffic 1,600 (CDOT OTIS)
 Weekday peak-hour traffic _____ am _____ dates _____ times
 Weekday peak-hour traffic _____ pm _____ dates _____ times
 Current level of service / % of roadway in use 8.7% based on capacity of 18,300 v/d

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. Trip distribution: 100% from and to the north

20 yr growth factor for CR103: 1.01; 2044 traffic with project: 289 v/d
20 yr growth factor for Highway 67: 1.05; 2044 traffic with project: 1,740 v/d

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.

All roadways in use at the project access have most of their capacity still available for use with the project now and for the 20 yr design period. No street or access improvements are required.

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

The 60 daily trips generated by the site and used for these calculations is an average for an entire year, and takes into account larger events that occur 2 to 3 times a year and other smaller event that may occur monthly. Actual traffic for a typical day is significantly less than the 60 trips used on this form.

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

Date April 1, 2024

Colorado Licensed Professional Engineer



Ronald G Nies

If not completed by an Engineer, then the following acknowledgement shall be signed 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.

Aaron Muss
Applicant Printed Name

[Signature]
Signature

04/05/2024
Date

Owner Printed Name

Signature

Date

Attachment #13: Statement indicating how the proposed use complies with
“Goals Objective, and Implementation Strategies” of the Fremont County Master Plan
District

The proposed development lies within the Plains and Southern Mountain Planning District. Within the Plains Planning District, the objectives are to protect the Arkansas River corridor, its water quality, wildlife habitat, recreational value, and visual resources, as well as to maintain the rural character of the District. The objective set forth for the Southern Mountain Planning District is to preserve the rural atmosphere of the District.

The property lies far away from the Arkansas River corridor and should have little impact on it. In total, the proposed development will add roughly .02% of impervious area to the parcel and should maintain the rural nature of the area.

Attachment #14: Statement indicating how the proposed use will be in harmony and compatible with surrounding land uses and development in the area and/or measures that can be taken to make it in harmony & compatible.

The surrounding lands are zoned Agricultural Forestry just as the subject property is. Agricultural Forestry is described in the Fremont County Zoning resolution as “Non-urban areas established primarily for the purpose of efficiently using land to conserve forest resources, protect the natural environment, and preserve uninhabited areas and to allow for farming and ranching activities.”

The proposed development will require minimal impact to the subject property and will protect the natural environment by only developing .02% of the property with impervious area. This will have very little visual and environmental resources and cause little impact to the existing forest resources. Harmony and compatibility with the surrounding land uses will be maintained due to the limited impact on the land.

Attachment #15: Fire protection plan addressing method of fire protection, location of hydrants or other means of protection. If located within a fire protection district the plan shall be approved by the District.



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 Prestige Shooting Complex
2. Project Description A private shooting range that will not be open to the public. Will be available to private clients 7 days a week/24 hours a day. Anticipate 10 employees eventually. Tractor, skid steer, and side by side will be machinery on site.
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:
1565 County Road 103
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?
using the terrain to cut natural fire breaks as well as cutting down to dirt in surrounding berms

5. The source of water for fire protection is:
- Water District -- Name of District: Florence County FD Water trucks (informed by chief)
 - Well -- Colorado Division of Water Resources Well Permit Number: _____
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? N/A
7. What public roadways provide access to the subject property? CR 103
8. How many accesses to public roadways will the subject property have? 1
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. N/A - No roads proposed internally.
10. What are the existing and or proposed interior roadway names? N/A
11. Is the subject property located within a fire protection district? Yes --- No
If yes, please provide the district name: Florence Fire Protection District
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? N/A
 - b. What is the distance from the subject property to the nearest fire protection district boundary? N/A
 - c. Is it logical and feasible to annex the subject property to a fire protection district?
 Yes ----- No Please explain: N/A

d. What types of fire protection improvements are proposed for the subject property and or structures to be housed on the property? Please explain: N/A

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.

Aaron Muss
Applicant Printed Name


Signature

04/01/2024
Date

Owner Printed Name

Signature

Date

FIRE PROTECTION AUTHORITY INFORMATION

1. The name of the fire protection authority is: Florence Fire Protection District

2. Name of contact person: Bill Ritter
Title: Fire Chief Telephone: 719-784-2350

3. The name and address of the responding fire station is: _____
FFPD Station 1, 300 West Main Street Florence, CO. 81226

4. The distance from the subject property, by public roadway, to the responding fire station is: _____
7 miles

5. The estimated response time to the subject property is: 10 Minutes

6. The location of the closest fire hydrant to the subject property is: greater than 1 mile away

7. Is the existing hydrant size and location adequate for the existing neighborhood and the proposed development? Yes --- No Please explain: Too far away

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: _____

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: _____
I was advised there will not be any structures on site.

11. What are the wildfire hazard classifications for the subject property, as prepared by the Colorado State Forest Service? Contact BLM Office in Canon City

Attachment #17: Site Plan

Attachment #20: Mineral Interest Notification and certified mailing receipt

04/02/2024

Javernick Oil

RE: Notification of Application for Development

Dear Mineral Interest Owner or Lessee,

As required by Colorado State Statute 24-65.5-103, I am notifying you that I have submitted an application to the Fremont County Planning Department for Prestige Shooting Complex, a Special Review Use Proposal, on property located at 1565 County Road 103 in Florence, CO 81226.

The Planning Commission will review the application and recommend approval or disapproval to the Board of County Commissioners.

Final approval or disapproval of the application will be considered by the Fremont County Commissioners in the Commissioners Hearing Room at 615 Macon Ave in Canon City, CO 81212. You will be notified with the time and date of the meeting is made known.

Respectfully,

Aaron J Muss



Signature of notifier

SALENE JAVERNICK

Printed Name of Notifyee



Signature of Notifyee

Attachment #21: Copies of all local, state and federal licenses and/or status of applications.



Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Prestige Training Complex LLC

The principal office street address is

1565 CR 103
Florence CO 81226
US

The principal office mailing address is

9192 Argentine Pass Trl
Colorado Springs CO 80924
US

The name of the registered agent is Aaron Muss

The registered agent's street address is

9192 Argentine Pass Trl
Colorado Springs CO 80924
US

The registered agent's mailing address is

9192 Argentine Pass Trl
Colorado Springs CO 80924
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Aaron Muss
9192 Argentine Pass Trl
Colorado Springs CO 80924
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Aaron Muss
9192 Argentine Pass Trl
Colorado Springs CO 80924
US

Attachment #23: Written authorization from the owner specifying the extent to which the representation is authorized

J. Michael Turley
PO Box 38245
Colorado Springs, CO
80937

Feb 15, 2024

To Whom it May Concern

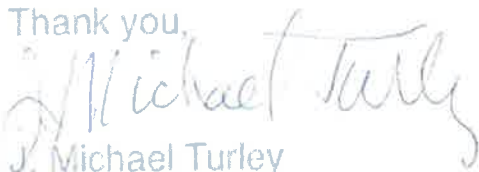
RE: 1565 CR 103 Florence, Colorado, Lot 15

I, J. Michael Turley, hereby give Aaron Muss permission to request any and all waivers for bonds required for requested permits for the property located at 1565 CR 103 Florence. Aaron Muss, under my lease with him has the authority to apply for permits, and any and all compliance documents.

I also hereby give permission in accordance with his lease to apply for such permits to be in compliance with necessary permissions needed for any and all events requested by Aaron Muss for said property and to hold such events as he sees fit.

Aaron Muss keeps me informed and I give my permissions.

Thank you,



2-15-2024

J. Michael Turley
PO Box 38245
Colorado Springs, CO
80937

Attachment #25: Documentation indicating right to occupy and use the property shall be provided. (lease or similar document)

Pasture (Grazing) Lease Agreement

Date and names of parties. This lease is entered into on March 20, 2023
 Between J. Michael Tunley, Trust (Landlords) Lessor(s)
 at (address) PO Box 28028, CO/SP CO 80437
 and ARRON MUSS (Tenants) Lessee(s)
 at (address) 1181 Medley Grove #207 CO/SP, CO 80921

The parties to this lease agree to the following provisions.
Description of land. The Lessor rents and leases to the Lessee, to occupy and to use for agricultural purposes only, the following real estate located in the County of Free Mont and the State of Colorado described as follows: Scholar A+B
 commonly know as the _____ farm and consisting of approximately 0.19 acres, together with all buildings and improvements thereon belonging to the Lessor, except None

Length of tenure. The term of this lease shall be from March 30, 2023, to March 29, 2024 and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least 12 months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

Amendments and alterations to this lease may be made in writing in the space provided and the end of this form at any time by mutual agreement. If the parties fail to agree on proposed alterations, the existing provisions of the lease shall control operations.

Section 1. Animal Units

Not more than _____ animal units shall be kept in the pasture at any one time without the express written consent of the Lessor. Deliberate violation of this provision shall constitute grounds for termination of this lease. (In general, each 1,000 pounds of average weight shall be one animal unit. If the pasture owner and the owner of the livestock prefer, they can use the following basis for calculating animal units: one bull, 1.25 animal units; one 1,000-pound cow, 1 animal unit; one yearling steer or heifer, .075 animal unit; calf, 6 months to 1 year, 0.5 animal unit; 3 to 6 months, 0.3 animal unit; sheep, 5 per animal unit; horse, 1.25 animal unit.)

Stocking rate	Number head	Number animal units
Bulls.....		
Cows.....	<u>20</u>	<u>20</u>
Yearling steers.....		
Yearling heifers.....		
Calves, 6 to 12 mos.....		
Calves, 3 to 6 mos.....		
Other.....		
Other.....		

Section 2. Rental Calculations and Payment Schedule

(Use method I, II or III and strike out the two methods not used.)

Method I

The Lessor agrees to pay \$ _____ per acre for use on the property described in paragraph 1. Total rent of \$ _____ shall be paid as follows:
Payment will be in kind being 20% of total



**SINGLE-TENANT LAND LEASE
(COLORADO)**

THIS DOCUMENT AND ANY ATTACHMENTS HERETO HAVE BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY COMMERCIAL ASSOCIATION OF BROKERS OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AND ANY ATTACHMENTS HERETO AS TO LEGAL SUFFICIENCY OR TAX CONSEQUENCES. THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, EXHIBIT OR ADDENDA.

SECTION 1. LEASE TERMS

1.1 "Date of Lease:" **March 25, 2023**

1.2 Tenant: **Aaron Muss, an Individual ("Tenant")**

Notice Address: **8 Black Point Horseshoe, Rumson, NJ
07760**

Email Address: Please Provide **aaronjuss@gmail.com**

1.3 Landlord: **J. Michael Turley Trust ("Landlord")**

Notice Address: **P.O. Box 38245, Colorado Springs, CO**

80937

Email Address: **Lisayoungwerth@aol.com**

Address for Payment of Rent: **P.O. Box 38245, Colorado Springs, CO 80937**

1.4 "Premises": That certain real property COMMONLY KNOWN AS: LOT 15 COUNTY ROAD 103 FLORENCE, CO 81226 (the "Property") The Property is described on the attached Exhibit A

1.5 "Premises Area": That certain real property COMMONLY KNOWN AS: LOT 15 COUNTY ROAD 103 FLORENCE, CO 81226 (the "Property")

1.6 "Permitted Use": Vacant land bank. No improvements or modifications shall be made without the prior written consent of the Landlord. (See Section 4).

1.7 Term of Lease: "Initial Term:" **Eighteen (18) months.**
"Lease Commencement Date" Shall be **April 15, 2023.**
"Lease Expiration Date:" Shall be **October 15, 2024**

1.8 "Early Occupancy:" **Early Occupancy is not permitted.**

1.9 Initial base rent (the "Base Rent"):

~~\$7,000.00~~/per month, due on the 1st day of each month.

1.10 Adjustment of Base Rent: N/A

1.11 Prepaid Rent: \$7,000.00 (payment for April 15, 2023 – May 15, 2023 Base Rent). (See Section 3.6).

1.12 "Security Deposit:" \$7,000.00 (See Section 3.7).

1.13 Parking: N/A (See Section 4.3).

1.14 Broker(s): Both Tenant and Landlord agree and acknowledge that there are no Brokers involved in this transaction.

1.15 "Guarantors:" N/A

If any Guarantor(s) is/are set forth above, concurrent with the execution of this Lease by Landlord and Tenant, Tenant shall arrange for all Guarantor(s) to execute and deliver to Landlord a Guaranty of this Lease, in the form attached as Exhibit D.

1.16 Exhibits: The following Exhibits are attached hereto and incorporated as a part of this Lease:

Exhibit "A" - Legal Description of the Property
Exhibit "B" - Option to Purchase

THIS LAND LEASE is made and entered into between Landlord and Tenant on the Date of Lease set forth in Section 1.1. The defined terms used in this LAND Lease ("Lease Terms") shall have the meanings and definitions given them in Section 1. The Lease Terms, the Exhibits, the Addendum or Addenda described in the Lease Terms, and this LAND Lease are and shall be construed as a single instrument and are hereinafter referred to as the "Lease."

Now, therefore, for valuable consideration, Landlord and Tenant covenant and agree as follows:

SECTION 2. LEASE OF PREMISES

2.1 Lease: Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

2.2 Delivery of Possession and Commencement

2.2.1 Landlord shall deliver the Premises to Tenant on the Lease Commencement Date. If Landlord fails to deliver possession of the Premises to Tenant on the Lease Commencement Date, the term of the Lease shall not commence and Tenant shall owe no Rent until Landlord delivers possession of the Premises.

2.2.2 Tenant acknowledges that Tenant accepts the Premises "AS-IS, WHERE IS" and as suitable for Tenant's intended use, in good and sanitary operating order, condition and repair, and without representation or warranty by Landlord as to the condition, use or occupancy which may be made thereof and that the Premises Area is as set forth in Section 1.5 above.

2.3 Expiration Date: The Lease Expiration Date shall be the date stated in Section 1.7 of the Lease Terms.

SECTION 3. RENT PAYMENT

3.1 Rent: Tenant shall pay to Landlord all Rent for the Premises without demand, deduction or offset. The term "Rent" as used in this Lease shall include Base Rent, Additional Rent (as hereinafter defined) and all other sums due under the Lease. Rent is payable by Tenant in advance on the first day of each month commencing on the Lease Commencement Date. Rent for any partial calendar month shall be prorated based on a thirty (30)-day month for the number of days during that partial month the Premises are occupied by Tenant.

3.2 Additional Rent: The term "Additional Rent" means amounts set forth under Sections 5 and 10, and any other sums payable by Tenant to Landlord under this Lease.

of the calendar year, the calculations, costs and payments referred to herein shall be prorated for such calendar year.

3.4 Late Charge Interest. Rent not paid when due shall bear interest until paid at the lesser of (a) the rate of one and onehalf percent (1 1/2%) per month, or (b) the maximum rate of interest then permitted by law. Landlord may impose a late charge of the greater of (i) five percent (5%) of the applicable Rent installment then due or (ii) \$50 for each payment of Rent made more than ten (10) days late (the "Late Charge"). Tenant agrees that late payment by Tenant to Landlord of any Rent will cause Landlord to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Landlord of any other remedies available for Tenant's default of this Lease. In addition to the Late Charge, Tenant shall pay Landlord an additional charge of \$75 for any checks returned due to insufficient funds.

3.5 Disputes. If Tenant disputes any charge for Additional Rent or any Rent adjustment under this Section 3, Tenant shall give notice to Landlord not later than thirty (30) days after receipt of the notice from Landlord describing the charge or adjustment in question, and in no event later than ninety (90) days after expiration or earlier termination of this Lease. If Tenant fails to give such notice to Landlord, the charge or adjustment by Landlord shall be conclusive and binding on Tenant. If Tenant delivers timely notice, the challenged charge or adjustment shall be conclusively resolved by an independent certified public accountant selected by the parties. If the parties do not select such accountant within ten (10) days after Tenant's notice to Landlord, the accountant shall be chosen by Tenant from a list of not fewer than three such persons submitted by Landlord. If Tenant does not make the choice within five (5) days after submission of the list, Landlord may do so. If Landlord does not submit such a list within five (5) days after written request from Tenant to do so, Tenant may name as the accountant any individual with such qualifications. Within 30 days after his or her appointment, the accountant shall return his or her decision, which shall be final and binding on both parties. Each party shall pay onehalf (1/2) of the fee charged by the accountant selected to decide the matter, except that if the adjustment in favor of Tenant does not exceed five percent (5%) of the challenged amounts, Tenant shall pay: (a) the entire cost of the accountant's fee; and (b) all reasonable out-of-pocket costs and expenses incurred by Landlord in responding to the challenge. In the alternative, if the adjustment in favor of Tenant is equal to or exceeds five percent (5%) of the challenged amounts, Landlord shall pay (i) the entire cost of the accountant's fee, and (ii) all reasonable out-of-pocket costs and expenses incurred by Tenant in challenging such charge or adjustment. Nothing herein shall be deemed to alter any other obligations of Tenant as required by this Lease.

3.6 Prepaid Rent. Concurrently with the execution of this Lease by Tenant, Tenant shall pay the Base Rent for the first full month of the Lease term for which Base Rent is payable.

3.7 Security Deposit. Concurrently with the execution of this Lease by Landlord and Tenant, Tenant shall deliver to Landlord the Security Deposit. Landlord may apply the Security Deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this Lease, but such application by Landlord shall not waive Landlord's other remedies nor be the exclusive remedy for Tenant's default. If Landlord applies the Security Deposit as set forth herein, Tenant shall pay Landlord, on demand, all sums necessary to restore the Security Deposit to its original amount. Tenant shall not have the right to apply the Security Deposit or any part thereof to any Rent or other sums due under this Lease. If Tenant is not in default of this Lease at the expiration or termination hereof, Landlord shall return the unapplied portion of the Security Deposit to Tenant, except for any amount necessary to return the Premises to the condition set forth in Section 19. Landlord's obligations with respect to the Security Deposit are those of a debtor and not of a trustee, and Landlord may commingle the Security Deposit with Landlord's general funds. Landlord may immediately deposit the Security Deposit into Landlord's account, but such immediate deposit shall not bind Landlord to the terms of this Lease. Landlord shall not be obligated to pay interest on the Security Deposit. If Landlord sells its interest in the Premises during the term of this Lease, Landlord shall be discharged from any further liability or responsibility with respect to the Security Deposit so long as Landlord deposits with or credits to the buyer the unapplied portion of the Security Deposit.

SECTION 4. USE OF PREMISES

4.1 Permitted Use. Tenant may use the Premises for the Permitted Use and for no other purpose without Landlord's written consent. Tenant shall not cause any nuisance nor permit any objectionable fumes, electromagnetic waves, vibration, noise, light, or radiation to be emitted from the Premises. Tenant shall, at Tenant's expense, install all necessary insulation as is required to muffle and render undetectable outside the Premises any sound or vibration from Tenant's activities in the Premises. Tenant shall not engage in any activities that will in any manner degrade or damage the reputation of the Premises or increase Landlord's insurance rates for any portion of the Premises.

4.2 Equipment. Tenant shall only install such equipment in the Premises as is customary for the Permitted Use and shall not overload the floors or electrical circuits of the Premises or change the wiring or plumbing of the Premises. Tenant shall obtain Landlord's prior written consent to the location of and manner of installing any plumbing, wiring or electrical, heating, heat-generating or communication

shall be installed, maintained and operated at Tenant's sole expense and in accordance with Landlord's requirements. Tenant shall not install any equipment on or through the roof of the LAND without first having obtained the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold.

4.3 Parking. During the term of this Lease, Landlord shall make available to Tenant the number of parking space(s), if any, set forth in Section 1.13 of this Lease in the parking areas servicing the Premises, if any. Landlord shall only be obligated to provide such spaces in the manner Landlord deems appropriate (i.e., whether attended, unattended, marked stalls, or other means).

4.4 Compliance with Laws. As of the Lease Commencement Date, Tenant shall at its expense promptly comply and cause the Premises to comply with all Laws applicable to Tenant's particular use of the Premises (as opposed to those Laws applicable generally to commercial uses of real property for which the Premises is zoned).

SECTION 5. TAXES AND INSURANCE

5.1 Taxes. Landlord shall pay all Property Taxes due on the Premises during the initial Lease Term or until the Premises is sold to Tenant in accordance with Tenant's Option to Purchase. Upon Closing, Landlord shall have no further obligation to pay the Property Taxes on the Premises.

5.2 Tenant's Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease and any extensions or renewals, the following insurance ("Insurance"):

5.2.1 Comprehensive general liability insurance providing coverage written on an occurrence basis and applying to the use and occupancy of the Premises with limits of not less than Two Million Dollars (\$ 2,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate. Unless otherwise approved by Landlord in writing: (a) such liability insurance shall be written on a form that is no less broad than ISO form CG 00 01; (b) Landlord, any lender of Landlord, and Landlord's managing agent, if any, shall be named as additional insureds with coverage no less broad than that provided under ISO form CG 20 11 designating the Premises as the covered premises. Additionally, such policy shall insure the liability of Tenant under Section 10.2 of this Lease.

5.2.2 A "causes of loss-special form" or "all risk" property insurance policy with a sprinkler damage endorsement covering Tenant's personal property, inventory, alterations, fixtures, equipment, plate glass and leasehold improvements located on or in the Premises, in an amount not less than one hundred percent (100%) of their actual replacement value, providing coverage for risk of direct physical loss or damage including sprinkler leakage, vandalism and malicious mischief. Coverage under such policy shall be no less broad than that provided under ISO form CP 10 30. During the term of this Lease, the proceeds of such insurance coverage shall be used to repair or replace the personal property, inventory, alterations, fixtures, equipment and leasehold improvements so insured. To the extent insurance proceeds are used in accordance with the preceding sentence, Landlord shall have no claim to such proceeds.

5.2.3 Tenant shall cause Tenant's agents, contractors, or subcontractors to keep and maintain workers' compensation insurance and other forms of insurance as may from time to time be required by Law or may be otherwise necessary to protect Landlord and the Premises from claims of any of the foregoing.

All insurance and endorsements contemplated under this Section 5.2 shall: (i) be issued by insurance companies licensed and admitted to issue policies in the State of COLORADO; (ii) unless otherwise approved by Landlord in writing, be issued by insurance companies having an A.M. Best financial rating of "B+" or better; (iii) contain a provision that the insurance be primary and non-contributing with any other insurance available to Landlord; (iv) unless otherwise approved by Landlord in writing, not include any deductible; and (v) not include any self-insured retention. On or before the Lease Commencement Date, Tenant shall deliver to Landlord a certificate evidencing such insurance that shall require no less than thirty (30) days prior written notice to Landlord prior to any cancellation or material change. No later than thirty (30) days prior to expiration of any policy, Tenant shall deliver a renewal certificate to Landlord for such insurance policy. If Tenant fails to obtain and maintain insurance as required under this Section 5.2, Landlord may, but shall not be obligated to, obtain such insurance for Landlord's own benefit and not for or on behalf of Tenant, and in such event, Tenant shall pay, as Additional Rent, upon demand, the premium for such insurance. As provided in Section 5.6, below, Landlord may require Tenant to pay the costs of Insurance directly to the applicable insurer.

5.3 Estimated Operating Statement. N/A

SECTION 6. MAINTENANCE AND REPAIR

6.2 Liability. Landlord shall not be liable for any failure to maintain and repair the Premises. So long as Landlord uses commercially reasonable efforts to minimize interference with Tenant's business, Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy because of repairs or maintenance performed by Landlord to the Premises.

SECTION 7. ALTERATIONS

Without having obtained Landlord's prior written consent, which consent Landlord may withhold in Landlord's sole discretion, Tenant shall not make any alterations, additions, or improvements to the Premises. If Landlord's initial consent so requires, Landlord may require that Tenant remove any such improvements, alterations, wiring, cables or conduit installed by or for Tenant and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease. Landlord may post notices of non responsibility in connection with any work being performed in the Premises by or at the request of Tenant. Tenant shall not permit any liens to attach to the LAND or Tenant's interest in the Premises as a result of any work performed by or at Tenant's request.

SECTION 8. UTILITIES AND SERVICES

8.1 General. Tenant shall pay all charges for electricity, water, gas, telephone and other utility services furnished to the Premises during the Lease term and for all inspections, governmental fees and other like charges associated therewith. Landlord makes no representation or warranty whatsoever as to the types, quantities, availability or costs of any and all utility services for the LAND. Tenant shall comply with all Laws concerning the use or reduction of use of utilities in the Premises. Unless caused by the sole, active negligence of Landlord, interruption of any service or utility shall not render Landlord liable to Tenant for damages, relieve Tenant from performance of Tenant's obligations under this Lease, or be deemed an eviction or disturbance of Tenant's use and possession of the Premises. Tenant shall install surge protection systems for power provided to the Premises, and Tenant releases Landlord from all liability for any damage caused by any electrical surge, except to the extent cause by the sole active negligence of Landlord. Notwithstanding anything to the contrary in this Section 8.1, in case of a utility or service outage or interruption, Landlord shall take commercially reasonable steps to cause the interrupted utilities and services to be restored.

8.2 Security. Landlord has no obligation to provide security service to or adopt any security measure concerning the Premises. Tenant, at Tenant's expense and with Landlord's prior written consent (not to be unreasonably withheld), may install a security system within the Premises. If Tenant installs such a security system, Tenant shall provide Landlord with the access code to that system.

SECTION 9. SIGNS AND OTHER INSTALLATIONS

So long as Tenant first obtains Landlord's prior written approval and all governmental permits required therefore, Tenant may install such signs as deemed appropriate by Tenant on or attached to the Premises. All signs installed by Tenant shall comply with Landlord's standards for signs, if any, and all applicable governmental requirements, and such installation shall be at Tenant's sole cost and expense.

All signs and sign hardware shall be removed by Tenant, at Tenant's sole cost and expense, upon termination of this Lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof. Tenant may not install any alarm boxes, foil protection tape or other security equipment on the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Any material violating this provision may be removed and disposed of by Landlord without compensation to Tenant, and Tenant shall reimburse Landlord for the cost of the same upon request.

SECTION 10. INSURANCE AND INDEMNITY

10.1 Landlord's Insurance. N/A

10.2 Tenant's Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord and its managing agents and employees from any claim, liability, damage, or loss, or any cost or expense in connection therewith (including reasonable attorney fees), arising out of: (a) any damage to any person or property occurring in, on or about the Premises as the result of the negligence or intentional act or omission of Tenant, its employees, contractors, agents or invitees; and/or (b) Tenant's breach or violation of any term of this Lease. The provisions of this Section 10.2 shall survive the termination or expiration of this Lease.

SECTION 11. FIRE OR CASUALTY

11.1 Major Damage.

11.1.1 Landlord or Tenant may elect to terminate this Lease by written notice to the other within thirty (30) days after damage by fire or other casualty to the LAND or Premises: (a) which causes the Premises or any substantial portion of the LAND to be unusable and materially and adversely impacts Tenant's use of the Premises; or (b) which is not required under this Lease to be covered by insurance and materially and adversely impacts Tenant's use of the Premises.

reference in Section 11.1, or if damage occurs to the LAND or Premises which is not referenced in Section 11.1, Landlord shall promptly restore the Premises to the condition existing immediately prior to such damage, and this Lease shall continue in full force and effect. In the event of any damage to the LAND or Premises by fire or other casualty, Tenant shall promptly repair and restore all tenant improvements or alterations installed or paid for by Tenant or pay the cost of such restoration to Landlord if Landlord performs such restoration. In the event the Premises are damaged by any casualty, Rent shall be reduced in proportion to the unusable portion of the Premises from the date of damage until the date restoration work to the Premises is substantially complete. Disputes between Tenant and Landlord under this Section 11.1 shall be resolved by arbitration as provided in Section 21, below.

11.2 Waiver of Subrogation. Landlord and Tenant each hereby releases and waives any and all rights to recover from or proceed against the other party and its employees, agents and contractors, for loss or damage to any property of the releasing party or any person claiming through the releasing party arising from any cause required to be insured against by the releasing party under this Lease. Landlord and Tenant shall each cause their insurance policies to contain a waiver of subrogation provision consistent with the foregoing.

SECTION 12. EMINENT DOMAIN

If any portion of the LAND or a substantial portion of the Premises shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof (the "Taking") and such Taking materially and adversely impacts Tenant's use of the Premises, in the reasonable opinion of Tenant and Landlord, then either party may terminate this Lease by giving thirty (30) days prior written notice to the other party, and such termination shall be effective on the date possession of the LAND, Premises or portion of either is delivered to the condemning authority. Disputes between Tenant and Landlord under this Section 12 shall be resolved by arbitration as provided in Section 21, below. If this Lease is not so terminated, Landlord shall repair and restore the Premises as close as practicable to its condition prior to the Taking, and this Lease shall continue, but, commencing with the date on which Tenant is deprived of the use of any portion of the Premises or of any rights under this Lease, Base Rent shall be proportionately abated or reduced, based on the extent to which Tenant's use of the Premises is impaired. Any and all awards payable by the condemning authority in connection with a Taking shall be the sole property of Landlord; provided, however, that nothing contained herein shall prevent Tenant from prosecuting a separate claim for the value of its interest in the Premises, so long as that award does not diminish the award that Landlord would otherwise be entitled to as a result of the Taking.

SECTION 13. ASSIGNMENT AND SUBLETTING

Tenant shall not assign or encumber its interest under this Lease or sublet all or any portion of the Premises without having first provided thirty (30) days written notice to Landlord and thereafter obtained Landlord's written consent. Tenant shall deliver written notice of Tenant's desire to assign or sublet all or any portion of the Premises and such notice shall include a recent signed and certified financial statement (audited, if available) and a statement of the intended use for such proposed assignee or subtenant.

SECTION 14. DEFAULT

14.1 Events of Default. Each of the following shall be an "Event of Default" by Tenant under this Lease:

14.1.1 Failure by Tenant to pay Rent or any other charge due under this Lease within ten (10) days after receipt of written notice from Landlord that such amount is then due, provided, however, that Landlord shall not be required to provide notice more than one (1) time in any twelve (12) month period.

14.1.2 Tenant abandons the Premises.

14.1.3 Assignment or subletting by Tenant in violation of Section 13.

14.1.4 Tenant's failure to timely execute and deliver to Landlord the documents described in Section 18 or 23 within ten (10) days of written notice from Landlord.

14.1.5 Tenant's insolvency, business failure or assignment for the benefit of its creditors, Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for all or any portion of Tenant's properties or financial records.

14.1.6 Other than as set forth in this Section 14.1, failure by Tenant to comply with any other obligation of this Lease, including, without limitation, Section 6.2, within ten (10) days following written notice from Landlord specifying the failure (except in the case of emergency, in which event Landlord shall only be required to give such notice as is reasonable under the circumstances); provided, however, that if the nature of Tenant's default requires more than ten (10) days to correct, Tenant shall not be deemed in default of this Lease so long as Tenant commences the cure of such failure within such ten (10)-day period and thereafter, proceeds in good faith and with all diligence to complete such cure as soon as possible but in no event later than ninety (90) days after the date of Landlord's notice of default. Subject to this Section 14.1.6, if Tenant fails to perform Tenant's obligations under Section 6.2, Landlord

together with interest at the rate of ten percent (10%) per year, as Additional Rent payable by Tenant with the next installment of Rent, provided that such rate shall not exceed the maximum rate then allowed by Law.

14.2 Remedies for Default Upon the occurrence of an Event of Default described in Section 14.1, Landlord may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set forth in this Lease:

14.2.1 Landlord may terminate this Lease, reserving all rights to damages resulting from Tenant's breach. Whether or not Landlord terminates this Lease, Landlord may retake possession of the Premises and any relet or use of the Premises by Landlord shall not be deemed a surrender or waiver of Landlord's right to damages. If Landlord retakes possession of the Premises, Landlord's mitigation efforts shall be deemed sufficient if Landlord follows commercially reasonable procedures and complies with Law.

14.2.2 Tenant shall be liable to Landlord for all damages caused by Tenant's default, including, but not limited to, an amount equal to all unpaid and future Rent, lease commissions incurred for this Lease, and the unamortized cost of all improvements to the Premises installed or paid for by Landlord. Landlord may periodically sue Tenant to recover damages as they accrue, and no action therefor shall bar a later action for damages accruing thereafter. Landlord may elect in any one action to recover both accrued damages as well as damages attributable to the remaining term of the Lease. Any damages attributable to the remaining term of the Lease shall be equal to the difference between the Rent under this Lease and the reasonable rental value of the Premises (including Additional Rent) for the remainder of the term, discounted at the prevailing interest rate on judgments to the date of the judgment.

14.3 Landlord's Right to Cure Default Landlord may, but shall not be obligated to, make any payment or perform any obligation under this Lease that Tenant has failed to perform, as and when required hereunder. Tenant shall pay Landlord for all expenditures and costs incurred by Landlord in performing any obligation of Tenant, upon demand, with interest thereon at the rate of ___ percent per month (___%) [if left blank, 1.5%], but in no event at a rate in excess of that allowed by Law. Landlord's right to cure any Tenant default is for the sole protection of Landlord and in no event shall Tenant be released from any obligation to perform all of Tenant's obligations and covenants under this Lease. The contents of this Section shall not be deemed a waiver by Landlord of any other right that Landlord may have arising from any default of this Lease by Tenant, whether or not Landlord exercises its rights under this Section.

14.4 Landlord's Default Landlord shall not be deemed to be in default of the performance of any obligation required to be performed by Landlord hereunder unless and until Landlord fails to perform such obligation within thirty (30) days after written notice by Tenant to Landlord specifying the nature of Landlord's alleged default; provided, however, that if the nature of Landlord's alleged default is such that more than thirty (30) days are required for its cure, then Landlord shall not be deemed to be in default if Landlord shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion. If Landlord fails to timely cure any default under this Lease, Tenant shall have such rights and remedies provided at law or in equity.

SECTION 15. NOTICES

Unless otherwise specified, any notice required or permitted in, or related to this Lease must be in writing. Any notice will be deemed delivered: (a) when personally delivered; (b) on the day of delivery of the notice by reputable overnight air courier; (c) two (2) business days following mailing of the notice by certified U.S. mail, postage pre-paid, return receipt requested; or (d) upon transmission by facsimile or email if another copy of the notice is also sent by first-class mail on the date of transmission; and in any case shall be sent to the applicable party at its address as set forth in Section 1.2 for Tenant and Section 1.3 for Landlord. Addresses for notices may be changed from time to time by written notice to all other parties delivered pursuant to this Section 15.

SECTION 16. ACCESS

Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. After reasonable notice to Tenant, Landlord may enter upon the Premises with its passkey or other reasonable means to assess compliance with this Lease, perform required or necessary services, maintenance, repairs, alterations or services to the LAND or the Premises, show the Premises to potential buyers of the LAND and post appropriate notices, and during the last three (3) months of the Lease term, show the Premises to any potential future tenant. Except in case of emergency, all entry to the Premises shall be at times and in a manner so as to minimize interference with Tenant's use of the Premises.

SECTION 17. CONVEYANCE BY LANDLORD

If the Premises is sold or otherwise conveyed by Landlord or any successor, so long as Tenant is not in default beyond any applicable cure period, Landlord shall cause such successor to recognize Tenant's rights hereunder, and Tenant shall attorn to the buyer or transferee and recognize that party as the landlord under this Lease. Buyer or transferee shall assume all obligations of Landlord under this Lease, and Landlord shall be deemed released of all further liability to Tenant under this Lease.

Without further documentation, this Lease shall be subject and subordinate to any deeds of trust, mortgages, ground lease, master lease or land sale contracts and any amendment or modification thereof, now existing or hereafter recorded against the Premises (collectively, the "Encumbrances") Tenant shall execute all documents reasonably requested by Landlord or the holder of an Encumbrance to confirm such subordination; provided, however, that this Lease shall only be subordinate to any future Encumbrance, or modification thereof, if the holder of that Encumbrance executes a non-disturbance agreement reasonably satisfactory to Tenant by which the holder of such Encumbrance recognizes Tenant's rights under this Lease unless Tenant is in default beyond any applicable cure period. If any Encumbrance is foreclosed, then so long as the buyer at the foreclosure sale delivers to Tenant a written agreement recognizing Tenant's interest in this Lease, then Tenant shall attorn to such buyer, and this Lease shall continue in full force and effect.

SECTION 19. SURRENDER; HOLDOVER

19.1 Surrender. Upon expiration or earlier termination of this Lease, Tenant shall surrender the Premises, with all improvements and alterations therein swept and free of debris, and in good and serviceable condition. Tenant shall remove all of its personal property and, subject to the terms of Section 7, any conduits, wiring, cables or alterations installed by Tenant and, in any case shall repair all damage to the Premises resulting from that removal. Subject to Section 7, if Tenant fails to remove any such personal property or alterations, those items shall be deemed abandoned, and Landlord may remove or dispose of such items without liability to Tenant or others, and Tenant shall reimburse Landlord for the cost of such removal upon demand.

19.2 Holdover. If Tenant fails to surrender the Premises and remove all of its personal property as set forth herein, Landlord may either: (a) recognize Tenant as a tenant at sufferance, which shall be terminable upon fifteen (15) days notice; (b) recognize Tenant as a month-to-month tenant; or (c) evict Tenant from the Premises and recover all damages resulting from Tenant's wrongful holdover. For purposes of the preceding subsections (a) and (b), such tenancy shall be subject to all terms of this Lease, except that Rent shall be one hundred fifty percent (150%) of the total Rent for the last month being charged and all options or other rights regarding extension of the term or expansion of the Premises shall automatically terminate.

SECTION 20. HAZARDOUS MATERIALS

20.1 Generally. Neither Tenant nor Tenant's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Premises, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Tenant's business that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good business practices. Tenant covenants to remove from the Premises, upon the expiration or sooner termination of this Lease and at Tenant's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment by Tenant, its agents, employees or invitees during the term of this Lease. To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend, protect, and hold harmless Landlord, Landlord's managing agent and their respective agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Tenant, its agents, employees or invitees on, in, or about the Premises which occurs during the term of this Lease. To the fullest extent permitted by law, Landlord hereby agrees to indemnify, defend, protect and hold harmless Tenant, and its agents and employees and its respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials by Landlord, its agents, employees, or contractors on, in or about the Premises. Tenant shall promptly notify Landlord of any release of Hazardous Materials in, on, or about the Premises that Tenant, or Tenant's agents or employees, becomes aware of during the term of this Lease, whether caused by Tenant, Tenant's agents or employees, or any other persons or entities.

20.2 Definition. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of COLORADO or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," or "hazardous material" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section 20, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

SECTION 21. DISPUTE RESOLUTION

No provision of, nor the exercise of any rights under, this Section 21 shall limit the right of Landlord to evict Tenant for default under this Lease, exercise self help remedies or obtain provisional or ancillary remedies such as an injunction, receivership, attachment or garnishment. Subject to the preceding sentence, all claims, disputes and other matters in question between the parties to this Lease arising out of or relating to this Lease or the breach thereof, shall be decided by mediation and binding

effect unless the parties mutually agree otherwise. The following procedures shall apply.

21.1 Demand for arbitration shall be filed in writing with the other party to this Lease and with the ASP. Subject to other specific limitations set forth in this Lease, a demand for arbitration shall be made within twelve (12) months after the demanding party knows or should have known that the claim, dispute or other matter in question has arisen. Failure of a party to timely demand arbitration shall be deemed a waiver by such party of the subject claim, dispute, or other matter in question. Notwithstanding the foregoing, in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

21.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

21.3 All filing fees and ASP costs associated with the arbitration itself shall be paid for by the party who files the notice of arbitration; provided, however, that all such expenses shall be recovered by the filing party in the event said party prevails. Any issues regarding who is the prevailing party shall be determined by the arbitration panel. The prevailing party also shall recover from the non-prevailing party all attorneys' fees and costs, including fees and costs for legal assistants and expert witnesses, and including all fees and costs incurred relative to any challenge or appeal of the arbitration award, or confirmation by a court of law.

SECTION 22. ATTORNEY FEES; WAIVER OF JURY TRIAL

If suit or action is instituted in connection with any controversy arising out of this Lease, including any arbitration or bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees in preparation for trial, at trial and on all appeals or petition for review arising out of such suit or action. If Landlord engages a collection agency to pursue any delinquent amounts owed by Tenant, Tenant shall pay all collection agency fees charged to Landlord, in addition to all other amounts payable under this Lease. Disputes between the parties which are to be litigated shall be tried before a judge without a jury and by initialing below, Landlord and Tenant hereby expressly waive any right to require that any dispute under this Lease be heard before a jury.

Tenant Initials *ASm*

Landlord Initials *my*

SECTION 23. ESTOPPEL

At any time and from time to time upon not less than ten (10) business days prior notice from either party, the other party will execute, acknowledge and deliver to the requesting party a certificate certifying whether or not this Lease is in full force and effect and unmodified, if there are any modifications, that the Lease is in full force and effect as modified; that Tenant is in possession of the Premises; the dates to which Rent has been paid in advance and the amount of any Security Deposit or prepaid Rent; and such other matters as may be reasonably requested. If either party fails to deliver a requested certificate within the specified time, such failure shall conclusively establish that the party from whom the certificate was requested confirms that the Lease is in full force and effect, without modification except as may be represented by the requesting party. The parties agree that any such certificate may be relied upon by any existing or prospective holder of an Encumbrance or any prospective transferee of this Lease or the Premises.

SECTION 24. QUIET ENJOYMENT

Landlord warrants that so long as Tenant complies with all terms of this Lease, that Tenant shall have quiet and peaceful possession of the Premises free of disturbance by Landlord or others claiming by or through Landlord.

SECTION 25. FORCE MAJEURE

If the performance by either party of any provision of this Lease is prevented or delayed by any strikes, lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the party from whom performance is required, such party shall be excused from such performance for the period of time equal to the time of that prevention or delay. Notwithstanding the foregoing, neither party shall be relieved of their respective payment obligations under this Lease for such prevention or delay of fewer than sixty (60) days.

SECTION 26. BROKERS

Each party represents that except for the broker(s) identified in the Lease Terms, neither party has had any dealings with any real estate broker, finder or other person with respect to this Lease. Landlord shall pay a leasing commission to the party(s) identified in Section 1.11 in accordance with a separate agreement by and between Landlord and the Landlord's Agent. Landlord and Tenant each agrees to indemnify and hold the other party harmless from and against any and all costs, expenses or liability for

Tenant's Agent, if any, are intended third party beneficiaries of this Section 26.

SECTION 27. GOVERNING LAW

This Lease shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of COLORADO (without reference to the choice-of-law provisions of COLORADO law); provided further, that respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Lease, and as to those matters, the law of jurisdiction under which such entity derives its powers shall govern.

SECTION 28. NONWAIVER

No delay by either party in promptly enforcing any right or remedy set forth in this Lease shall be deemed a waiver thereof, and that right or remedy may be asserted at any time after the delaying party becomes entitled to the benefit of such right or remedy notwithstanding such delay.

SECTION 29. CAPTIONS

The Section headings of this Lease are for descriptive purposes only and in no way define, limit or describe the scope, intent or meaning of this Lease.

SECTION 30. CONSENT

Except where otherwise specifically provided in this Lease to the contrary, whenever a party's consent is required under this Lease, such party shall not unreasonably withhold its consent.

SECTION 31. LIMITATION ON LIABILITY

Notwithstanding anything to the contrary in this Lease, except to the extent of the negligence or willful misconduct of Landlord and its agents and employees, Tenant hereby releases Landlord, its agents and employees from: (a) damage to Tenant's property; (b) damage arising out of the acts, including criminal acts, of third parties; (c) consequential damages; and (d) any damage, cause or matter that exceeds the value of Landlord's interest in the Premises.

SECTION 32. TIME OF THE ESSENCE AND HOLIDAYS

Time is of the essence of each and every provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall be postponed to the next day which is not a Saturday, Sunday or legal holiday in the State of COLORADO.

SECTION 33. COMPLETE AGREEMENT; NO IMPLIED COVENANTS; SEVERABILITY; DRAFTING

This Lease and the attached Exhibits and schedules, if any, contain the entire agreement of Landlord and Tenant concerning the Premises and common areas (if any), and all prior written and oral agreements and representations between the parties are void. **LANDLORD AND TENANT AGREE THAT THERE ARE NO IMPLIED COVENANTS OR OTHER AGREEMENTS BETWEEN THE PARTIES EXCEPT AS TO THE PARTIES' RESPECTIVE IMPLIED COVENANTS OF GOOD FAITH AND FAIR DEALING AND AS OTHERWISE EXPRESSLY SET FORTH IN THIS LEASE.** Neither Landlord nor Tenant is relying on any representations of the other party or the other party's agents, except those expressly set forth herein. If any provision of this Lease is held to be invalid or unenforceable, the validity and enforceability of the other provisions of this Lease shall not be affected. All provisions of this Lease have been negotiated at arm's length and this Lease shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision hereof.

SECTION 34. SUCCESSORS

This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease:

LANDLORD: J. Michael Turley Trust

TENANT: Aaron Muss, an individual

By: Marguerite Elizabeth Youngwerth

Aaron Muss

Signature:



Signature:

Title: Authorized Agent

Title: An Individual

Date: _____

Date: _____

THIS DOCUMENT AND ANY ATTACHMENTS HERETO HAVE BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY COMMERCIAL ASSOCIATION OF BROKERS OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AND ANY ATTACHMENTS HERETO AS TO LEGAL SUFFICIENCY OR TAX CONSEQUENCES. THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, EXHIBITS OR ADDENDA.

EXHIBIT A

Legal Description of Property:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 21, 22, 28, AND 29, TOWNSHIP 20 SOUTH, RANGE 69 WEST OF THE 6TH P.M., FREMONT COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SE 1/4 SE 1/4, SECTION 29, THENCE N 01°01'36"E, 1330.73 FEET TO THE NORTHWEST CORNER OF SAID SE 1/4 SE 1/4; THENCE N 89°59'24"E, 1143.15 FEET; THENCE S 00°27'58" E, 408.69 FEET; THENCE N 77°33'16" E, 1039.68 FEET; THENCE N 08°42'17" E, 121.76 FEET TO THE EASTERLY RIGHT-OF-WAY OF FREMONT COUNTY ROAD NO. 103; THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING 32 COURSES, LOT 15-N 15°50'30" E, THENCE N 00°10'37" E, 1406.95 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 NW 1/4, SECTION 22; THENCE S 89°25'07" E, 1315.54 FEET TO THE NORTHEAST CORNER OF SAID SW 1/4 NW 1/4; THENCE S 00°34'22" W, 3972.47 FEET TO THE SOUTHEAST CORNER OF THE SW 1/4 SW 1/4 SECTION 22; THENCE N 89°43'28" W, 1327.18 FEET TO THE SOUTHWEST CORNER OF SAID SW 1/4 SW 1/4; THENCE S 00°32'57" W, 5283.82 FEET TO THE SOUTHEAST CORNER OF SECTION 28; THENCE N 89°01'09" W, 2657.02 FEET TO THE S 1/4 OF SECTION 28; THENCE S 88°06'04" W, 2650.06 FEET TO THE SOUTHWEST CORNER OF SECTION 28; THENCE N 89°58'48" W, 1341.10 FEET TO THE POINT OF BEGINNING. COMMONLY KNOWN AS: LOT 15 COUNTY ROAD 103 FLORENCE, CO 81226

LEGAL DESCRIPTION TO BE VERIFIED BY THE TITLE COMPANY IN ESCROW BEFORE CLOSING.

EXHIBIT B

Option to Purchase

Tenant shall have a one-time Option to Purchase the Premises (Land identified in the legal description on Exhibit A) for a minimum price of Four Million One Hundred Thousand and 00/100 dollars (\$4,100,000.00) by exercising this Option to Purchase with thirty (30) days prior written notice to Landlord during the term of this Lease Agreement (Minimum Purchase Price). The Tenant and Landlord shall enter into a separate Purchase and Sale Agreement provide by Landlord within fourteen (14) days of Tenant exercising this Option to Purchase. The Minimum Purchase Price shall increase over time in accordance with inflation increases defined in the Wall Street Journal from the Lease Commencement Date to the date Tenant exercises the Option to Purchase. For example, if inflation increases by 1% during the time of the Lease Commencement Date to the date the Option to Purchase is exercised then the Purchase Price shall correspondingly increase by 1%. Both Tenant and Landlord agree that in no event shall the Premises (Land identified in the legal description on Exhibit A) sell for less than Four Million One Hundred Thousand and 00/100 (\$4,100,000.00).

This Option to Purchase expires on October 15, 2024 and shall be void after that date. Tenant accepts the Premises in its current as-is condition.

Attachment #27: Current registration for SMM equipment or documentation that equipment is on tax rolls associated with the property, to include list of machinery.

SMM equipment will be used on the property but has not been purchased at this time.

Attachment #28: List of Hazardous materials stored and/or used on site

No hazardous material planned to be used on the site.

Attachment #29: copies of mining and reclamation plans (CUP's)

Mining is not proposed on the site.

Attachment #30: Required Information set forth in FCRZ 8.13.17.1 (Airports)

An airport is not the proposed on the site.

Attachment #31: Required Information set forth in FCRZ 8.13.17.2 (Adult Uses)

Adult uses are not proposed on the site.

Attachment #32: Required Information set forth in FCRZ 8.13.17.3 (Kennels)

Kennels are not proposed on the site.

Attachment #33: Required Information set forth in FCRZ 8.13.17.4 (Antennas & Towers)

Antennas and towers are not proposed on the site.