

GARFIELD COUNTY  
 Building & Planning Department  
 108 8<sup>th</sup> Street, Suite 401  
 Glenwood Springs, Colorado 81601  
 Telephone: 970.945.8212 Facsimile: 970.384.3470  
 www.garfield-county.com

SFPA-9-09-6132

## SUBDIVISION APPLICATION

(CHECK THE BOX THAT APPLIES)

- SKETCH PLAN (optional)
- CONSERVATION SUBDIVISION
- PRELIMINARY PLAN
- PRELIMINARY PLAN AMENDMENT
- FINAL PLAT
- FINAL PLAT AMENDMENT / CORRECTION PLAT
- COMBINED PRELIMINARY PLAN & FINAL PLAT

GENERAL INFORMATION (Please print legibly)

➤ Name of Property Owner: George and Leslie Strong  
 ➤ Mailing Address: P.O. Box 809 Telephone: (970) 625.0777  
 ➤ City: Silt State: CO Zip Code: 81652 Cell: ( )  
 ➤ E-mail address: strong@sopris.net FAX: ( )

➤ Name of Owner's Representative, if any, (Attorney, Planner, Consultant, etc):  
 ➤ ERIC McCAFFERTY - Planner WALTER BROWN - ATTORNEY  
 ➤ Mailing Address: Box 86 Telephone: (970) 945.2361 - WALT  
 ➤ City: EW S State: CO Zip Code: 81602 Cell: (970) 618.0837 - ERIC  
 ➤ E-mail address: compass@sopris.net FAX: ( )

➤ Location of Property: Section 27 Township 7S Range 96W  
 ➤ Assessor's Parcel Number: 2409 - 273 - 00 - 002  
 ➤ Practical Location / Address of Property: 70 CR 300

➤ Current Size of Property to be Subdivided (in acres): 17.5 AC  
 ➤ Number of Tracts / Lots Created within the Proposed Subdivision: 5

GENERAL INFORMATION continued...

- Proposed Water Source: Community
- (See "Attachment C" to be completed with Preliminary Plan Application)
- Proposed Method of Sewage Disposal: ISDS
- Proposed Public Access VIA: CR 300
- Easements: Utility: See Pros  
Ditch: See Pros
- Total Development Area (fill in the appropriate boxes below):

<b>(1) Residential</b>	<b>Units / Lots</b>	<b>Size (Acres)</b>	<b>Parking Provided</b>
Single-Family			
Duplex			
Multi-Family			
Mobile Home			
<b>Total</b>			

	<b>Floor Area (sq. ft.)</b>	<b>Size (Acres)</b>	<b>Parking Provided</b>
<b>(2) Commercial</b>			
<b>(3) Industrial</b>			
<b>(4) Public / Quasi-Public</b>			
<b>(5) Open Space / Common Area</b>			
<b>Total</b>			

The following general application materials are required for all types of subdivisions in Garfield County. Application materials that are specific to an individual application type (Conservation Subdivision, Preliminary Plan, etc.) are detailed in Section 5-501 of Article V of the Unified Land Use Resolution (ULUR) of 2008.

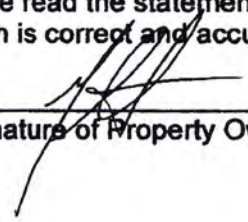
1. Submit a completed and signed Application Form, an application fee, and a signed Agreement for Payment form.
2. A narrative explaining the purpose of the application and supporting materials that address the standards and criteria found in Article VII of the Unified Land Use Resolution of 2008.
3. Copy of the deed showing ownership. Additionally, submit a letter from the property owner(s) if the owner is being represented by another party other than the owner. If the property is owned by a corporate entity (such as an LLC, LLLP, etc.) please submit a copy of recorded "Statement of Authority" demonstrating that the person signing the application has the authority to act in that capacity for the entity.



3. Final Plat, Amended Final Plat
4. Subdivision Improvement Agreement, if necessary

The Director may allow the Preliminary Plan and the Final Plat process to be combined if the proposed subdivision has seven (7) parcels or less and development of the lots does not require extensive engineering. (Section 5-303) No submittal of a combined application shall be allowed until the Director has made a determination after holding a pre-application conference.

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

  
\_\_\_\_\_  
(Signature of Property Owner)

9/01/09  
\_\_\_\_\_  
Date

**GARFIELD COUNTY BUILDING AND PLANNING DEPARTMENT**

**PAYMENT AGREEMENT FORM**

*(Shall be submitted with application)*

GARFIELD COUNTY (hereinafter COUNTY) and George Strunk  
Property Owner (hereinafter OWNER) agree as follows:

1. OWNER has submitted to COUNTY an application for Strunk Sub.  
Final Plat (hereinafter, THE PROJECT).

2. OWNER understands and agrees that Garfield County Resolution No. 98-09, as amended, establishes a fee schedule for each type of subdivision or land use review applications, and the guidelines for the administration of the fee structure.

3. OWNER and COUNTY agree that because of the size, nature or scope of the proposed project, it is not possible at this time to ascertain the full extent of the costs involved in processing the application. OWNER agrees to make payment of the Base Fee, established for the PROJECT, and to thereafter permit additional costs to be billed to OWNER. OWNER agrees to make additional payments upon notification by the COUNTY when they are necessary as costs are incurred.

4. The Base Fee shall be in addition to and exclusive of any cost for publication or cost of consulting service determined necessary by the Board of County Commissioners for the consideration of an application or additional COUNTY staff time or expense not covered by the Base Fee. If actual recorded costs exceed the initial Base Fee, OWNER shall pay additional billings to COUNTY to reimburse the COUNTY for the processing of the PROJECT mentioned above. OWNER acknowledges that all billing shall be paid prior to the final consideration by the COUNTY of any land use permit, zoning amendment, or subdivision plan.

**PROPERTY OWNER (OR AUTHORIZED REPRESENTATIVE)**

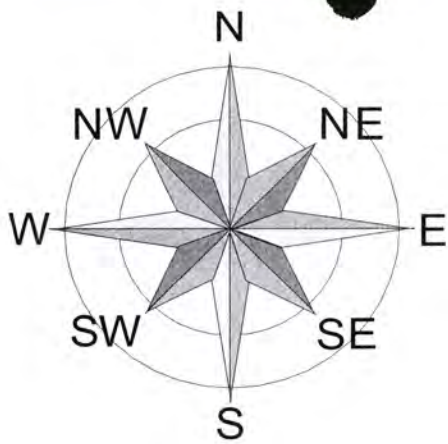
[Signature]  
Signature

9/04/09  
Date

George Strunk  
Print Name

Mailing Address: PO Box 809  
Silt Colo 81652





Eric D. McCafferty, President  
Compass Mountain Land Use, LLC  
Post Office Box 86  
Glenwood Springs, CO 81602  
tele: 970.618.0837  
compass@sopris.net

29 September, 2009

Mr. Fred Jarman, AICP  
Director, Garfield County Building and Planning  
108 Eighth Street, Suite 400  
Glenwood Springs, CO 81601  
Via Hand Delivery

**RE: Strong Subdivision Final Plat**

Fred,

As you know, the Strong's recently made application to amend the previously approved Preliminary Plan. You reviewed the application and made the "Determination of Non Substantial Modification" and forwarded your comments to me by letter dated September 14, 2009. This letter was also provided to the Board of County Commissioners.

No objections to your decision were received within the 14 day call-up period. It is our understanding that the Preliminary Plan has thus been amended, rescinding Condition 11, as contained in the Resolution 2009-09, recorded at Reception #762610. Hence, we are submitting this application for Strong Subdivision Final Plat review and approval.

Accompanying this letter are three (3) copies of the application. Please contact me if you have any questions or require any additional information or copies. Thank you again for your time and input. I am happy we are finally coming to sensible resolution to this matter.

Sincerely,

  
Eric D. McCafferty



September 14, 2009

Eric McCafferty  
Compass Mountain Land Use, LLC  
P. O. Box 86  
Glenwood Springs, CO 81602

*RE: Determination of Non Substantial Modification for the request to amend the Strong Preliminary Plan*

Dear Eric,

This office is in receipt of the application requesting an amendment of the recent approval given by the Board of County Commissioners (the Board) for the Strong Preliminary Plan as memorialized in Resolution 2009-09.

Staff understands the purpose of the request to amend the Preliminary Plan is to eliminate condition no. 11 in Resolution 2009-09 which presently requires Mr. Strong obtain a State Highway Access Permit for traffic trips generated by his development as they impact the intersection of State Highway 6 & 24 and County Road 300.

As you recall, the Board recently held a discussion on July 28, 2009 where they voted (motions attached as Exhibit A) to "take the lead" in examining the intersection of State Highway 6 & 24 and County Road 300 and will ultimately determine what financial contributions certain land owners (including Mr. Strong) / projects will contribute to improve that intersection. Staff understands the Board's decision to "take the lead" to mean the County will serve as the lead agency to obtain the permit and thereby relieve Mr. Strong of condition no. 11 in Resolution 2009-09.

Therefore, based on the specific direction by the Board on July 28, 2009 and Section 5-304 of the Unified Land Use Resolution of 2008, as amended, this office has determined that the requested change is not considered to be a substantial modification. As such, this office has approved the amended Preliminary Plan request. As also required by the Unified Land Use Resolution of 2008, I am sending this letter to the Board of County Commissioners so that they have notice of this action.

As required by Section 5-304 of the Unified Land Use Resolution of 2008, as amended, this office has sent notice of this decision to the affected property owners as well as the Board of County Commissioners who have 14 days (from the date of this letter) to

*108 Eighth Street, Suite 401 • Glenwood Springs, CO 81601  
(970) 945-8212 • (970) 285-7972 • Fax: (970) 384-3470*



request a call-up for review by the Board. Therefore, this administrative decision cannot become effective until after September 28<sup>th</sup>, 2009.

Do not hesitate to contact this office should you have any additional questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Fred A. Jarman', written over a horizontal line.

Fred A. Jarman, AICP  
Director, Building and Planning Department  
970.945.8212  
[fredjarman@garfield-county.com](mailto:fredjarman@garfield-county.com)

cc *Board of County Commissioners*  
*County Attorney's Office*  
*File*

Motion – Intersections

Commissioner Samson – There are three things:

- 1) I do not think everyone is going to be happy with me.
- 2) I think we need to go forward with this County Road 300. If we have principal player that are willing to be at the table and it seems like we do, I don't have a problem with the County stepping up and saying bringing everyone together and let's get that done. So I think we need to take care of that today and let those guys go forward with that.

Commissioner Houpt – What do you have in mind with our participation in that financially? And, I'm assuming that will come back to this Board once – how are we first going to identify all of the partners?

Commissioner Samson – Well, I think they have already been identified.

Commissioner Houpt – Well, if we have identified the oil and gas companies as well.

Chairman Martin – And the pipeline.

Commissioner Samson – You've got the pipeline, the railroad companies, two gravel pits, the RTZ, Grand Junction Pipe, Strong, EnCana with their compressor stations but my understanding

.....

Chairman Martin – And we have the north side over here too.

Commissioner Samson – But, my understanding, everybody that is a principal player is willing to come to the table and get this intersection done. That's what I've heard from three or four people here today, correct.

Commissioner Houpt – Is that true?

Audience – Yeah, yeah, yeah.

Commissioner Houpt – All of those parties.

Audience – Everybody has been saying that ...

Commissioner Houpt – That was not my question. My question was whether you individually were ready – My question was whether we actually talked to all of the partners.

Commissioner Samson – My understanding from these individuals is that they have those people lined up ready to go – correct.

Audience – All we need to do is meet before you guys.

Chairman Martin – And, Mr. Green has also had a meeting I think Marvin, the engineer, Fred you might have been there as well, and they identified the different partners – that is how it came forward to this point if you are talking about CR 300.

Commissioner Samson – I am talking about 300. So, I think we need to go forward. I am ready to meet with those people – I am ready for the County to take the lead, let's get those people in the same room and hammer it out. Now, you are asking about a financial commitment, yes, I think the County is going to have put some financial commitment there. How much, I think that is what we are going to do when we hammer it out.

Commissioner Houpt – I think this is something that this Commission needs to decide as a Commission though.

Commissioner Samson – They are going to be before us. Does that require a motion?



Commissioner Houpt – I would like to hear all of your packet first.

Commissioner Samson – Then the third thing is:

3) I need a little more time to digest what has gone on here. I am still trying to get my feet on the ground here but with that being said, I think it would behoove us to have Fred and the engineers and Marvin and sit down and start putting something together. If they come back to us and they say, “look we’re over our head – we’re way over our head – we have got to some technical support, we have got to have – these guys are telling me we better get some technical support here” and if these guys that are in-house say “we’ve got to have some more help” then I think we as a Board better give them some more help.

Commissioner Houpt – I think we are wasting time actually if we proceed in that manner because Fred has spent a lot of time of this – he has spent years on this very point and he can come to us today with a very precise request, it is not a full blown study, we have the resources in place.....

Commissioner Samson – But nobody has answered my question, how long will it take and how much money.

Chairman Martin – We will not know until we put it out there.

Commissioner Samson – I do not want – it took 5-years to develop that thing – is that what I understood.

Commissioner Houpt – No.

Commissioner Samson – I do not want anything to do with that.

Fred – You can set the parameters – you can say, I’ve got a task that I expect a scope of services that I am going to send out for people to competitively bid on. It says in eight months I want to give you \$50,000 to take a look at this – can you do it. And that is when you get your answer back.

Commissioner Houpt – But at the end of the day what I want out of this and I don’t think we can get it with your suggestion, I want a recommended policy change to come forward with the supporting information so that we cannot sit here for two and a half hours arguing about the fact that we have a broken policy in place but we have the information in front of us to make sure it works for the next 30-years or however many years.

Commissioner Samson – We fix it and we fix it right. So, let me ask this question here, trying to be the power broker, can you agree with my first and I think John is with me on this, on the County Road 300 if we vote for what you just said without rehashing it. Commissioner Houpt – Yes, I can because then I feel as if we are moving forward. And we’re not just trying to address two applications that are on the table, but we are actually recognizing that we have a broken policy and the next time this comes in front of us we’ll be able to change that policy. I want our staff to have the resources to do this.

Commissioner Samson – Do you understand we are going with this – can you live with them both.

Chairman Martin – I can live with anything and usually do.

Commissioner Samson – So you will be voting affirmative.

Chairman Martin – I will vote. What is the final motion?

Commissioner Samson – I am going to make a motion and then Commissioner Houpt is going to make a motion. And I don’t want the legal staff to mess it up.

Carolyn – I am not going to mess it up. I just do not want you to mess up.



Deb Quinn – All I want to do is point out this Board in his Land Use capacity after public hearings has designated two applicants, RTZ and Strong to obtain the access permit from CDOT.

That was through a public hearing process.

Commissioner Samson – That is never changed.

Tim Thulson – That is not correct, because it is only if the County decides not to take the lead.

Deb – Oh yes, yours is different.

George Strong – I do not believe my subdivision has been signed.

Commissioner Houpt – You are still tied to that.

Chairman Martin – Unless we have a change in that request.

Deb – RTZ is a little different, I apologize to Tim for forgetting that piece, but I do not think it's inconsistent with those existing those land use resolutions for you to tell all these people who have represented today that they are willing to come forward with some money and to talk to us about how much they need from us. That is what I hear you saying, let's talk to them about that and have some staff get together and figure out where we are with it all and bring it to the Board. I do not think that is inconsistent with the outstanding land use approvals.

Commissioner Samson – You don't think it's okay is what you are saying.

Commissioner Houpt – But would it be inconsistent if the County became the lead on obtaining the access code.

Deb – Getting the permit from CDOT. Yes, that would be – we can deal with that later.

Chairman Martin – You have to revisit the final resolution on George in order to be able to do that but that has to be a request.

Commissioner Houpt – I am sure that you guys can get that access code and if we are partners we –

Commissioner Samson – That is one of the big things we will be talking about when we all come together. So, can you help me with a motion so that it is legal.

Deb - I think what you are talking is what you said before is all right.

Commissioner Samson – I would move that the County take the lead, that doesn't mean that we will be necessarily getting the access code but the County will take the lead in getting the principal players/parties together for the building of an intersection at County Road 300 and State Highway 6 & 24. Along with that we will make a commitment financially – I'm not going to say how much, I'm just going to say we will make a financial commitment to be part of that intersection being built.

Deb – On the financial piece, it is always subject to budget appropriations. You cannot make a financial commitment without that process.

Chairman Martin – It has something to do with the Constitutional Amendment – Tabor Issue I guess.

Deb – Correct.

Commissioner Houpt – So, if I agree to this.

Commissioner Samson – Yes.

Commissioner Houpt – Okay I will second your motion.

In favor: Samson – aye Houpt – aye Martin – aye

Commissioner Houpt – And I will make a motion that we accept staff's recommendation to have staff put an RFP out to hire someone to work with them on identifying and prioritizing intersections in this County and coming back to us with the costs, the study of these intersections



and a proposed policy to change what we have in place with our Code currently for intersections that involve state highways.

Commissioner Samson – Does that basically fill the bill as far you've heard that – are you okay with that.

Chairman Martin – Sure, you are going to go ahead and do a scope of services for intersection evaluation and then you are also asking for a change in the Land Use Zone Text to allow the new policy in place instead of what we have on the books.

Deb – I heard it all as one for an RFP to address those issues.

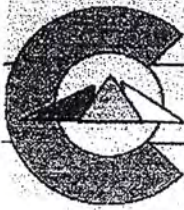
Chairman Martin – It should be two motions, one is an RFP to allow to go out for the scope of services so we can prioritize the intersections and safety factors and at that point we can go from there. Then if there is a change in reference to that, there should be a third motion and that is to go ahead and make the appropriate land zone text changes to amend that universe.

Commissioner Houpt – Well, I will split the motion but I want the work to come back together. So my first one will be for the RFP.

Commissioner Samson – Second. In favor: Houpt – aye Samson – aye Martin - aye

Commissioner Houpt – And my next motion will be that along with the study that will come forward from staff and the contractor we hire that a proposed policy for our Code to replace the policies that are in place that deal with intersections along state highways will be brought to us.

Commissioner Samson – Second. In favor: Houpt – aye Samson – aye Martin - aye



**GARFIELD COUNTY**  
Building & Planning Department  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, Colorado 81601  
Telephone: 970.945.8212 Facsimile: 970.384.3470  
[www.garfield-county.com](http://www.garfield-county.com)

## PRE-APPLICATION CONFERENCE SUMMARY

**TAX PARCEL NUMBER:** 2409-273-00-002

**DATE:** August 28, 2009

**APPLICANT'S PLANNER:** Compass Mountain Land Use, LLC (Eric D. McCafferty)

**OWNER:** George Strong

**LEGAL REPRESENTATIVE:** Walt Brown

**PRACTICAL LOCATION:** 17.578-parcel located in the SW  $\frac{1}{4}$  of Section 27, Township 7 South, Range 96 West approximately 3 miles SW of Parachute on CR 300

**TYPE OF APPLICATION:** Preliminary Plan Amendment & Final Plat [Note, this pre-application conference form will serve the joint purpose of discussing two separate actions but combined into this one pre-application summary and can be used for both submittals.]

### I. GENERAL PROJECT DESCRIPTION

The Applicant, George Strong, has a Preliminary plan and Planned Unit Development (PUD) approved by the Board of County Commissioners (BOCC) via Resolution 2009-09 to allow for the subdivision of the 17.6 acre parcel into 5 lots to be used per uses described in the PUD. The Applicants propose to amend the Preliminary Plan / PUD to eliminate condition no. 11 and then to submit a Final Plat to the County.

Specifically, the Applicant wishes to amend the Preliminary Plan to eliminate the following condition based on recent decisions made by the BOCC regarding the improvements to be made at the intersection of CR300 and State Highway 6 and 24. The condition requested to be eliminated is the following:

- 11. The Applicants must obtain a State Highway Access Permit for the intersection of State Highway 6 & 24 and County Road 300. Upon adoption*



*of this condition, the Board of County Commissioners shall assign the Applicants as designee to apply on behalf of Garfield County.*

Pending the outcome of the request to eliminate this condition, the Applicant is poised to submit a Final Plat for the Strong PP / PUD. (Attached to this pre-application form are the motions made by the BOCC regarding CR 300 / State Highway 6 (Exhibit A) as well as the Resolution 2009-09 (Exhibit B).

[The County Attorney's office also indicated that state statute still requires that Counties cannot approve developments that do not have a state highway access permit. This ultimate decision as to who (applicant or Garfield County) shall be the entity to shoulder that responsibility. Ultimately, this will be a decision by the BOCC.]

**II. REGULATORY PROVISIONS APPLICANT IS REQUIRED TO ADDRESS  
(DEVELOPMENT CODE / COMPREHENSIVE PLAN, STATE STATUTES, ETC.)**

The Garfield County Unified Land Use Resolution of 2008, as amended includes the pertinent sections to address the two requests listed above.

**Section 5-304 Amendments to an Approved Preliminary Plan.** Any proposal to change a preliminary plan approved under these Regulations shall require application to the Director for Amendment of an Approved Preliminary Plan. The Director shall review the application to determine whether the proposed change constitutes a substantial modification to the approved plan.

**A. Review Process**

1. **Pre-Application Conference.** A Pre-Application Conference shall be held in accordance with the provisions of Section 4-103 A, *Pre-Application Conference* of Article IV.
2. **Application.** The application materials required for Amendment of an Approved Preliminary Plan are set forth in Section 5-501 H.
3. **Determination of Completeness.** The Director shall review the application for determination of completeness in accordance with the provisions of Section 4-103 C, *Determination of Completeness* of Article IV.
4. **Evaluation by Director/Staff Review.** Upon determination of completeness, the Director shall evaluate the application to determine if the proposed amendment constitutes substantial modification to the approved preliminary plan and prepare a staff report pursuant to Section 4-103 E of Article IV.

5. **Director Decision.** Within thirty (30) working days of the date of determination of completeness the Director shall make a determination as to whether the proposed change constitutes a substantial modification to the approved plan.
  - a. **No Substantial Modification.** If the Director determines that the change does not constitute a substantial modification to the approved plan, the Director shall approve the proposed amendment to the preliminary plan.
  - b. **Substantial Modification.** If the Director determines that the change constitutes a substantial modification, the preliminary plan shall be considered a new application for preliminary plan review.

**[Note: the County Unified Land Use Resolution of 2008, as amended defines "Substantial Modification" as the following as set out in Article XVI:]**

*Substantial Change. A change to and existing approved land use resulting in one or more of the following.*

1. *A change in land use category.*
  2. *A change in site design which increases*
    - a. *the number of dwelling units.*
    - b. *the maximum square footage of structures less than 10,000 sq. ft. over 100% and structures over 10,000 sq. ft. by 10%, if a maximum has been specified in a permit or approval.*
    - c. *projected traffic such that a highway access permit or an amendment to a highway access permit is required as a result of the change*
    - d. *the size of the land which is the subject of the permit or approval*
  3. *A change in land use which creates or increases the incompatibility of the use.*
6. **Written Notice of Decision.** The Director shall inform the applicant and affected property owners of the determination in writing within five (5) working days of the date of decision. Notice of the Director's decision shall also be provided to the Board of County Commissioners.



**B. Reconsideration of Director's Decision or Call-up by Board of County Commissioners.**

- 1. Request by Applicant or Affected Property Owner for Reconsideration of Decision.** An applicant or adjacent property owner affected by the decision may request reconsideration of the Director's decision by the Board of County Commissioners. The aggrieved party may file a written request within fourteen (14) calendar days of the date of written notice of the decision by the Director. At the next regular meeting of the Board of County Commissioners, the request for reconsideration will be reviewed by the Board and the Board by majority vote must approve the setting of a public hearing to reconsider.
  - a. Schedule Public Hearing.** Public hearing by the Board of County Commissioners shall be held within forty-five (45) calendar days from receipt of the request for reconsideration.
  - b. Notice by Publication.** At least thirty (30) calendar days prior to the date of the scheduled public hearing before the Board of County Commissioners, the aggrieved party shall have published a notice of public hearing in a newspaper of general circulation in the area that the proposed land use change is located.
  - c. Notice to Adjacent Property Owners.** At least thirty (30) calendar days prior to the date of the scheduled public hearing, the aggrieved party shall send by certified mail, return receipt requested, a written notice of the public hearing to the owners of record of all adjacent property within a 200' radius. The notice shall include a vicinity map, the property's legal description, a short narrative describing the current zoning and proposed land use change, and an announcement of the date, time and location of the scheduled hearing.
  - d. Decision by Board.** The Board shall conduct a hearing pursuant to the provisions of Section 4-103 G, *Conduct of Public Hearing*. The Board shall uphold the Director's decision, modify the decision, or reverse the decision, based upon compliance of the proposed land use change with the applicable approval standards set forth in Article VII, *Standards*.

2. **Call-up by Board.** Within fourteen (14) calendar days after receipt of the notice of decision, the Board may, at its discretion, decide to reconsider the Director's decision at the next regularly scheduled meeting of the Board for which proper notice of hearing can be accomplished.
    - a. **Notice by Publication.** At least thirty (30) calendar days prior to the date of a scheduled public hearing before the Board of County Commissioners, the Director shall have published a notice of public hearing in a newspaper of general circulation in the area that the proposed land use change is located.
    - b. **Notice to Adjacent Property Owners.** At least thirty (30) calendar days prior to the date of the scheduled public hearing, the Director shall send by certified mail, return receipt requested, a written notice of the public hearing to the owners of record of all adjacent property within a 200' radius. The notice shall include a vicinity map, the property's legal description, a short narrative describing the current zoning and proposed land use change, and an announcement of the date, time and location of the scheduled hearing.
    - c. **Decision by Board.** The Board shall conduct a hearing pursuant to the provisions of Section 4-103 G, *Conduct of Public Hearing*. The Board shall uphold the Director's decision, modify the decision, or reverse the decision based upon compliance of the proposed land use change with the applicable approval standards set forth in Article VII, *Standards*.
- 

**Section 5-305 Final Plat Review.** Unless otherwise provided by these Regulations, the applicant must receive preliminary plan approval before beginning the final plat process.

**A. Review Process**

1. **Application.** The application materials required for final plat review are set forth in Section 5-501 E.
2. **Determination of Completeness.** The Director shall review the application for determination of completeness in accordance with the provisions of Section 4-103 C, *Determination of Completeness* of Article IV.



---

3. **Schedule Review by Board of County Commissioners.** Upon a determination of completeness, the Director shall schedule the application for review by the Board of County Commissioners.

a. The Board of County Commissioners shall consider the final plat at a regularly scheduled public meeting to be held within forty-five (45) calendar days of the date of determination of completeness. Final Plat approval does not require a public hearing.

4. **Evaluation by Director/Staff Review.** Upon determination of completeness, the Director shall review the final plat for compliance with the conditions set forth in Section 5-305 C, *Conditions for Final Plat Approval*, and prepare a staff report pursuant to Section 4-103 E of Article IV.

5. **Review and Action by the Board of County Commissioners.**

a. **Decision by Board.** The Board of County Commissioners shall approve, approve with conditions or deny the application based upon compliance with the conditions in Section 5-305 C, *Conditions for Final Plat Approval*

(1) **Approval of Application.** If the application satisfies all of the conditions, the application shall be approved. The application may be approved with conditions determined necessary for compliance with applicable standards.

(2) **Denial of Application.** If the application fails to satisfy any one of the conditions, the application shall be denied.

b. **Submittal of Final Plat for Signature by Board.** The approved Final Plat shall be submitted to the Board for signature within one hundred twenty (120) calendar days from the date of approval of the final plat. All conditions of approval shall be met prior to submitting the plat for signature by the Board of County Commissioners.

**B. Conditions for Final Plat Approval**

1. **Compliance with Preliminary Plan Approval.** The final plat complies with all conditions of preliminary plan approval.

2. **Adequacy of Supporting Materials.** The final plat meets all planning, engineering, and surveying requirements of these Regulations for maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials.

3. **Liens and Encumbrances.** The final plat does not include a lien, conveyance, or encumbrance to the property dividing a lot.
4. **Taxes.** All taxes applicable to the land have been paid, as certified by the County Treasurer's Office.

**C. Recordation.** The Final Plat shall be recorded within thirty (30) calendar days from the date of signature by the Board of County Commissioners.

1. **Completion of Conditions of Approval.** The applicant must complete all conditions of final plat approval prior to recording the plat and associated documents.
2. **Approval of Improvements Agreement.** The final plat shall not be filed for recording until the Board has approved an Improvements Agreement.
3. **Effective Upon Recording.** The plat does not become effective until it is properly filed for recording with the County Clerk and Recorder.
4. **Public Sale of Lots.** A subdivision becomes complete and eligible for public sale of lots and development only after the plat and associated documents are recorded.

### **III. Submittal Materials**

- Preliminary Plan Amendment, as can be found in Section 5-501(H) requires the following materials.
  1. Application Form
  2. Written Statement of proposed amendment(s)
  3. Supporting documents necessary to evaluate the proposed revision(s)
- Final Plat, as can be found in Section 5-501(E), requires the following materials in addition to responding to the specific conditions of approval required in Resolution 2009-09.
  1. Application Form and Fee
  2. Vicinity Map 4-502(C)(2)
  3. Final Plat
  4. Final Engineering Reports and Plans
    - a. Streets, trails, walkways and bikeways
    - b. Engineering design and construction features for any bridges, culverts or other drainage structures to be constructed
    - c. Mitigation of geologic hazards
    - d. Sewage collection, and water supply and distribution system
    - e. Soil suitability information



- f. Groundwater drainage
  - g. Erosion and Sediment Control Plan 4-502(C)(4)
  - h. Final cost estimates for public improvements
  - i. The certification listing all mortgages, liens judgments, easements, contracts, and agreements of record regarding the land to be platted and the Board of County Commissioners may require, at its discretion, that the holders of such mortgages, liens, judgments, easements, contracts or agreements shall be required to join in and approve the application for Final Plat approval before such Final Plat is accepted for review. All other exceptions from title shall be delineated.
5. Landscape Plan (Common Area) 4-502(C)(5)
  6. Open Space Plan
  7. Open Space Management Plan
  8. Improvements Agreement, if applicable [include "as-builts" in digital format, 4-502(I)]
  9. Letter of Intent for service from all of the utility service providers
    - a. Contract for Service, required prior to Final Plat recordation.
  10. Final Declarations of Covenants and Restrictions, HOA articles of incorporation and bylaws

**Public Hearing(s):**            X None (unless the amended Preliminary Plan is called up to the BOCC)  
   \_\_\_ Planning Commission  
   \_\_\_ Board of County Commissioners  
   \_\_\_ Board of Adjustment

**Referral Agencies:**            (Division of Water Resources, Colorado Department of Transportation, etc.)

It doesn't appear that there will be any formal referral agencies outside of County Departments.

**IV. APPLICATION REVIEW FEES**

**Planning Review Fees:**        \$200.00 (For the Final Plat) / \$325.00 (Preliminary Plan Amendment)

**Referral Agency Fees:**        \$0.00

**Total Deposit:**                \$200 / \$325 (additional hours are billed at hourly rate)

**General Application Processing**

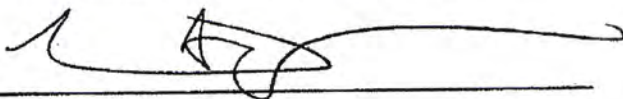
Planner reviews case for completeness and sends to referral agencies for comments. Case planner contacts applicant and sets up a site visit. Staff reviews application to determine if it meets standards of review. Case

planner makes a recommendation of approval, approval with conditions, or denial to the appropriate hearing body.

**Disclaimer**

The foregoing summary is advisory in nature only and is not binding on the County. The summary is based on current zoning, which is subject to change in the future, and upon factual representations that may or may not be accurate. This summary does not create a legal or vested right.

**Pre-application Summary Prepared by:**



Fred A. Jarman, AICP  
Director, Building & Planning Department

8/28/09  
Date





approval with conditions to the Board of County Commissioners.

F. The Board of County Commissioners opened a public hearing on the 8<sup>th</sup> day of December, 2008 upon the question of whether the above-described Subdivision Preliminary Plan should be granted or denied, during which hearing the public and interested persons were given the opportunity to express their opinions regarding the amendment.

G. The Board of County Commissioners closed the public hearing on the 8<sup>th</sup> day of December, 2008 to make a final decision.

H. The Board on the basis of substantial competent evidence produced at the aforementioned hearing, has made the following determinations of fact:

1. Proper posting and public notice were provided as required for the meeting before the Board of County Commissioners.
2. The meeting before the Board of County Commissioners was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at that meeting.
3. The above stated and other reasons, the proposed Subdivision Preliminary Plan has been determined to be in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of Garfield County.
4. The application has met the requirements of Section 4:00 of the Garfield County Subdivision Regulation of 1984, as amended.

#### RESOLUTION

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Garfield County, Colorado, that:

- A. The forgoing Recitals are incorporated by this reference as part of the resolution.
- B. A Subdivision Preliminary Plan to allow for five (5) parcels on the 17.578-acre parcel located at 70 CR 300, south of the Town of Parachute, Garfield County is hereby approved subject to compliance with the following conditions and attached Exhibit B:
  1. That all representations made by the Applicants in the application and as testimony in the public hearings before the Planning Commission and Board of County Commissioners shall be conditions of approval, unless specifically altered by the Board of County Commissioners.



2. No activity, other than that approved by the Resolution 2007-117, may occur on the parcel until such time as a Final Plat and related Subdivision Improvements Agreement is approved by Garfield County and recorded with the Clerk and Recorder.
3. The Preliminary Plan for the Strong Subdivision shall be valid for a period not to exceed one year from approval.
4. The Applicants shall apply to the State of Colorado, CDPHE Water Quality Control Division for a Public Water Supply for the site and meet all of the required standards of such. The approval of the public water supply shall be provided prior to Final Plat approval.
5. The Applicants shall delineate and legally describe all easements on the Final Plat and convey all easements to the Owner Association or to the responsible entity. This dedication shall be in a form acceptable to the County Attorneys Office and transfer shall occur at the time of recording the Final Plat. These easements shall include, but are not limited to all easements of record, utility easements, drainage easements, water system easements, storm-water drainage easements, open space, and all internal roads (which will be dedicated to the public on the face of the Final Plat) required as apart of this development.
6. Plat notes regarding geologic constraints shall be placed on the Final Plat in conformance with recommendations of the project engineer (Huddleston-Berry), the Colorado Geologic Survey and the Environmental Health Manager:
  - a. Lot-specific subsurface foundation investigations and geotechnical testing should be done prior to building to identify specific subsurface conditions that may affect development (collapsible soils, depth to groundwater, etc.);
  - b. Lot-specific septic investigations shall be done prior to building to identify subsurface conditions that may affect septic performance and design. Engineer-designed systems are required;
  - c. Proper foundation and utility drainage shall be established for all subsurface elements within three feet of the seasonal high groundwater elevations, and positive drainage shall be provided around structures. Downspouts shall be directed away from the foundations;
  - d. Establish and erosion control plan using best management practices;
  - e. Sulfate-resistant cement shall be used for construction;
  - f. Shallow foundations shall be placed on a minimum of 30 inches of structural fill and flatwork be placed on a minimum of 12 inches of structural fill. That fill should extend a distance equal to the thickness of the fill (ie minimum of 30 inches) beyond the lateral edges of the foundations.
7. The Colorado Division of Wildlife recommendations shall be considered conditions of approval of the Preliminary Plan:
  - a. Strict enforcement of speed limits;

- b. Removal of all fencing, wires and lines from previous activities;
  - c. The use of barbed wire to fence the site shall be prohibited;
  - d. Minimize soil disturbance to prevent the spread of weeds species.
8. Prior to approval of the Final Plat, the Applicants must provide information requested by the Garfield County Vegetation Manager as follows:
- a. The Applicants must treat the inventories tamarisk trees prior to the start of any construction activities and they the forward treatment records to the Vegetation Manager once the work is complete.
  - b. The Applicants must quantify the amount of surface disturbance related to the road cuts and utility easements. A security amount may be required if the amount of disturbance exceeds half an acre.
  - c. A Soil Management Plan shall be submitted that includes:
    - i. Provisions for salvaging on-site topsoil.
    - ii. A timetable for eliminating topsoil and/or aggregate piles.
    - iii. A plan that provides for soil cover if any disturbances or stockpiles will sit exposed for a period of 90 days or more.
9. At Final Plat the Applicants shall submit information compliant with water storage for fire suppression as recommended by the Fire Protection District.
10. The Final Plat application shall include information compliant with Garfield County Road and Bridge recommendations regarding signage on CR 300 and that signage shall be included in the Subdivision Improvements Agreement at Final Plat. Further the County Attorney's Office shall provide language in the SIA requiring necessary funding, should it become necessary, for improvements or repairs to CR 300 as stated in Road and Bridge comments on the application.
11. The Applicants must obtain a State Highway Access Permit for the intersection of State Highway 6 and County Road 300. Upon adoption of this condition the Board of County Commissioners shall assign the Applicants as designee to apply on behalf of Garfield County.
12. The Applicants shall include the following plat notes on the Final Plat:
- a. *"Right-to-Farm" State pursuant to C.R.S. 35-3-101, et seq. Landowners, residents and visitors must be prepared to accept the activities, sights, sounds and smells of Garfield County's agricultural operations as a normal and necessary aspect of living in a County with a strong rural character and a healthy ranching sector. All must be prepared to encounter noises, odor, lights, mud, dust, smoke chemicals, machinery on public roads, livestock on public roads, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and*



pesticides, any one or more of which may naturally occur as a part of a legal and non-negligent agricultural operations.

- b. No open hearth solid-fuel fireplaces will be allowed anywhere within the subdivision. One (1) new solid-fuel burning stove as defined by C.R.S. 25-7-401, et. seq., and the regulations promulgated thereunder, will be allowed in any dwelling unit. All dwelling units will be allowed an unrestricted number of natural gas burning stoves and appliances.
- c. All owners of land, whether ranch or residence, have obligations under State law and County regulations with regard to the maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Residents and landowners are encouraged to learn about these rights and responsibilities and act as good neighbors and citizens of the County. A good introductory source for such information is "A Guide to Rural Living & Small Scale Agriculture" put out by the Colorado State University Extension Office in Garfield County.
- d. All exterior lighting will be the minimum amount necessary and all exterior lighting will be directed inward and downward towards the interior of the subdivision, except that provisions may be made to allow for safety lighting that goes beyond the property boundaries.
- e. The mineral rights associated with this property have been partially or wholly severed and are not fully intact or transferred with the surface estate therefore allowing the potential for natural resource extraction on the property by the min

Dated this 2 day of February, A.D. 2009.

ATTEST:

Jean M Alberico  
Clerk of the Board



GARFIELD COUNTY BOARD OF  
COMMISSIONERS, GARFIELD COUNTY,  
COLORADO

[Signature]  
Chairman

Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

COMMISSIONER CHAIR JOHN F. MARTIN, Aye  
COMMISSIONER LARRY L. MCCOWN, Aye  
COMMISSIONER TRÉSI HOUP, Aye



Reception#: 762610  
02/03/2009 01:45:19 PM Jean Alberico  
6 of 8 Rec Fee:50.00 Doc Fee:0.00 GARFIELD COUNTY CO

STATE OF COLORADO    )  
                                  )ss  
County of Garfield     )

I, \_\_\_\_\_, County Clerk and ex-officio Clerk of the Board of County Commissioners, in and for the County and State aforesaid, do hereby certify that the annexed and foregoing Resolution is truly copied from the Records of the Proceeding of the Board of County Commissioners for said Garfield County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Glenwood Springs, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
\_\_\_\_\_



Reception#: 762610  
02/03/2009 01:46:19 PM Jean Alberico  
7 of 8 Rec Fee:\$0.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT A

Legal Description

A Parcel of land located in the SW1/4 of Section 27, Township 7 South, Range 96 West of the 6<sup>th</sup> P.M.

Beginning at the corner for section 27, 28, 33 and 34; thence along the west line of the SW ¼ SW ¼ of Section 27, N01°57'23"W 157.90 feet to the right of way for the Denver Rio Grand Western Rail Road; thence along said right of way, N55°29'20"E 1544.32 feet to the east line of the SW ¼ SW ¼ of said Section 27; thence along the said east line, S01°43'44"E 1021.22 feet to the west 1/16 corner between said Section 27, S89°27'37"W 1297.94 feet to the point of beginning.

**EXHIBIT B**

Development Plan  
**STRONG P.U.D.**  
 Located in the SW1/4SW1/4 of Section 27, Township 7 South,  
 Range 96 West, 6th P.M., Garfield County, State of Colorado



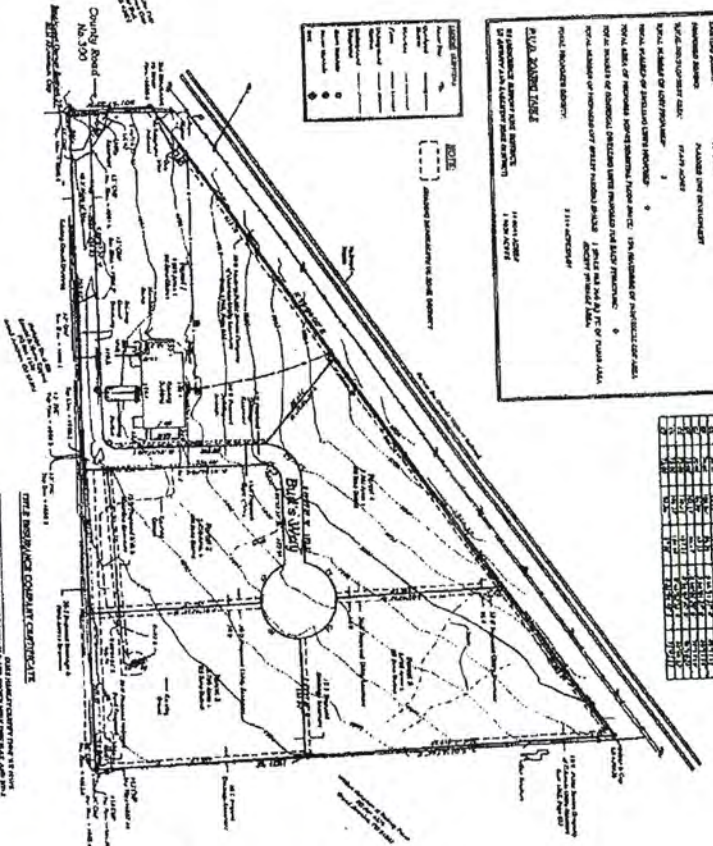
Vicinity Map  
 Scale: 1" = 2000'

**LAND USE DATA**

Category	Area (Acres)	Percentage
Residential Single-Family	10.00	100%
Commercial	0.00	0%
Industrial	0.00	0%
Public	0.00	0%
Open Space	0.00	0%
Other	0.00	0%
<b>Total</b>	<b>10.00</b>	<b>100%</b>

**PLANNED DEVELOPMENT**

Item	Value
Number of Lots	10
Number of Units	10
Number of Single-Family Units	10
Number of Multi-Family Units	0
Number of Commercial Units	0
Number of Industrial Units	0
Number of Public Units	0
Number of Other Units	0



**GENERAL NOTES:**

1. This plan is a preliminary plan and is not intended to be used for any other purpose.
2. The applicant is responsible for obtaining all necessary permits and approvals from the appropriate agencies.
3. The applicant is responsible for providing all necessary information and data to the planning commission.
4. The applicant is responsible for providing all necessary information and data to the planning commission.
5. The applicant is responsible for providing all necessary information and data to the planning commission.

**GENERAL NOTES (continued):**

6. The applicant is responsible for providing all necessary information and data to the planning commission.
7. The applicant is responsible for providing all necessary information and data to the planning commission.
8. The applicant is responsible for providing all necessary information and data to the planning commission.
9. The applicant is responsible for providing all necessary information and data to the planning commission.
10. The applicant is responsible for providing all necessary information and data to the planning commission.

**GENERAL NOTES (continued):**

11. The applicant is responsible for providing all necessary information and data to the planning commission.
12. The applicant is responsible for providing all necessary information and data to the planning commission.
13. The applicant is responsible for providing all necessary information and data to the planning commission.
14. The applicant is responsible for providing all necessary information and data to the planning commission.
15. The applicant is responsible for providing all necessary information and data to the planning commission.





Motions for Intersections Policy Discussion with BOCC on July 28, 2009

Motion #1 made by Commissioners Samson: The County would "take the lead" with the CDOT permitting process which meant getting all the primary players together that produce trips that use the CR 300 / 6&24 intersection so that a fair cost can be attributed to each player. The County will also participate in this cost sharing financially subject to budget approval by the BOCC.

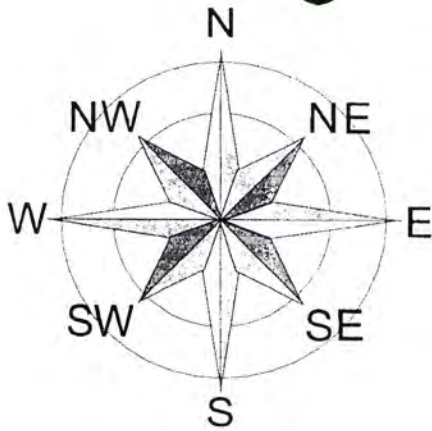
Second by Commissioner Houpt: 2<sup>nd</sup>  
Vote: 3 to 0 Approved

---

Motion #2 made by Commissioner Houpt: The County directs Director of Building and Planning Department and Director of the Road and Bridge Department to write a scope of services for an RFP to be sent out that specifically is intended to assist the County evaluate and prioritize the intersections of county roads with state highways in the county and also provide an estimated cost for needed improvements. Additionally, this scope of services will ask for policy approaches as to how the County should deal with these intersections in the future.

Second by Commissioner Samson: 2<sup>nd</sup>  
Vote: 3 to 0 Approved

---



Eric D. McCafferty, President  
Compass Mountain Land Use, LLC  
Post Office Box 86  
Glenwood Springs, CO 81602  
tele: 970.618.0837  
compass@sopris.net

1 February 2010

Fred Jarman, Director  
Garfield County Building and Planning Dept.  
108 Eighth Street, Suite 400  
Glenwood Springs, CO 81601

Via Hand Delivery

**RE: Strong Subdivision Final Plat Application Amendments**

Fred -

Attached herewith are various statements, documents, maps and other information intended to adequately address the matters detailed in your letter to me dated November 4, 2009. In order to assist the review of these additional items, I will endeavor to briefly explain (where necessary) the document and how it addresses the matters you raised. The information is assembled in the same sequence as your letter.

### **Application Requirements**

1] Attached is the current vesting deed identifying George P. Strong and Leslie J. Strong as the current owners, as well as a recent Title Commitment confirming the same. No conveyances of ownership have occurred since the effective date of the Commitment.

You will notice that many of the attending documents are in the name Una Development, LLC. George Strong is the owner and manager of the aforementioned LLC. The Strongs will, by recorded deed, convey ownership from themselves into Una Development, LLC, immediately prior to recording the subdivision plat and associated documents. For your reference, I have included the Una Development, LLC, Articles of Organization, most recent Annual Report and Certificate of Good Standing.

RECEIVED  
FEB 02 2010  
GARFIELD COUNTY  
BUILDING & PLANNING



Additionally, the Strong Lot Owners Association, Inc., has been incorporated as the subdivision owner's association. Various conveyances will be made to the lot owners association, as detailed in the attached documents.

As you know, I have been representing the Strongs with this development. Attached is their signed authorization noting that I, Eric McCafferty, and Walter Brown, are working on their behalf.

2] Attached is an 8.5 X 11 vicinity map, as requested.

### **Final Plat Requirements**

1] The plat has been amended to a scale of 1 inch = 200 feet.

2] All references to Parcels have been changed to Lots.

3] The title commitment has been addressed in the preceding section of this letter.

4] The revised plat shows the location of the proposed water service lines within the easements between Lots 2 and 3 and Lots 4 and 5 and across the bulb of the cul-de-sac. The subdivision will be developed with individual sewage disposal systems, so there will be no sanitary sewer lines.

5] Former Commissioner McCown stated at the Preliminary Plan hearing that any superfluous requirement (I'm paraphrasing), could be addressed by submitting a letter stating why it was not necessary, which is what I did in the original Final Plat application. As you know, there are no dwelling units in the subdivision or allowed by the specific Planned Unit Development zoning. Regardless of all this, we have included the plat note, as this is not a matter worth arguing.

6] All of the certificates have been included on the revised plat. Please tell me which are not needed and the plat will be amended again.

7a] Included herewith is an As-Built detail of Bud's Way, complete with cross-section. A notation on the As-Built confirms the roadway was roll tested by Huddleston Berry and has been constructed in accordance with IFC 2003.

The Certificate of Ownership and Dedication designates Bud's Way as a public road. Concurrent with recordation of the Subdivision Final Plat, the roadway will be conveyed to the Strong Lot Owners Association. Attached is an unexecuted deed that will be executed and recorded at the appropriate time.

d] This information is attached herewith and designated Strong P.U.D. - Potable Water Plan.

8a] The final plat has been amended to identify the setback and Plat Note G has been added.

b] This is a statement without any clear indication what information is being sought.

c] At this time, it is not appropriate to "stipulate" ISDS locations on Lots 2 and 3. Without knowing how the Lot would be specifically developed it is impossible to "locate" an appurtenant structure. Please see the letter dated December 3, 2009, from Keith Mendenhall, P.E., for additional details.

Items 9 through 12] The Erosion Control Plan has been amended to show drainage calculations and the design for the sediment pond. Please also see the letter dated December 18, 2009, from Keith Mendenhall, P.E., for additional details and explanation.

Regarding Item 12, more specifically, Mr. Mendenhall's letter mentions the "Bud's Way Disturbance" diagram, which is included herewith. At no time was more than an acre of land disturbed in the construction of the roadway or access to the water well. Hence, no Stormwater Management Plan was required.

13] As you know, the High Country design is being revised. I have contacted Jeff Nelson who did not know when the revision would be complete. Included herewith is the formula developed to determine the Strong Subdivision "fair share" contribution of \$28,516. This amount has been added to the SIA.

14] The title commitment is included.

15] A draft Subdivision Improvements Agreement including engineer cost estimates is included herewith.

16] The original application contained letters of intent to serve. No matter what the new regulations say, it is not practical, at this stage, to seek contracts from service providers. Please see the attached email correspondence from Josh Bohlsen to George Strong.

17] The Declaration of Covenants has been amended, adding the various proposed suggestions, as well as additional provisions.

A Well Sharing Agreement is included herewith.

A Bill of Sale is included herewith.

### **Conditions of Approval**

1] Condition 1 - The answer to this matter is quite simple. The PUD Guide limits the number of people who can work on the site, full-time, to 25. It would make absolutely no sense, at this time, to permit the public water supply for a level of use not contemplated by the development. Unfortunately at the public hearing, Mr. Manera mis-spoke and stated the development would be



served by a system that was not being contemplated. Please see the attached letter dated November 20, 2009, by Chris Manera, P.E.

At such time the development is contemplated to exceed 25 full-time persons, the PUD will require amendment and the public water supply will likewise be amended.

The Condition reads, in part, "...unless specifically altered by the Board of County Commissioners." If some alteration is required by the BOCC, we request it at this time.

2] Condition 4 - See explanation above.

3] Condition 5 - These matters have been previously addressed as noted in greater detail above.

4] Condition 7 - The old fencing on the subject property was removed long ago. There are remnants of barbed wire fencing on the adjacent railroad right-of-way, but this is not property owned or controlled by the applicant.

Included herewith is the original letter from the Division of Wildlife. No where in the letter does it forbid the use of barbed wire fencing. What it does say is: *"If the newly subdivided lots are to be fenced, the DOW cautions that barbed wire fencing can be hazardous to wildlife, and recommends galvanized chain link fencing (6+ft) to keep wildlife out."* The PUD Guide states that if barbed wire fencing is to be utilized, it be placed at least six (6) feet above the ground.

5] Condition 8 - Please see the letter dated February 13, 2009, from Keith Mendenhall, P.E. Also, please see the Memorandum from Steve Anthony to you dated December 2, 2009, the final sentence of which reads: *"Our department is satisfied that George has addressed our concerns listed above."*

6] The Fire Protection District is satisfied with the improvements made as evidenced in the attached letter dated 3 March, 2009. This letter specifically states: "The information submitted by the applicant does put the applicant in compliance with the Fire District."

7] All requirements of the Road and Bridge Department have been met, as evidenced in the referral agency letter dated August 27, 2008, which was provided by the Department at the time of Preliminary Plan review and is included with this submittal.

8] Condition 11 - This condition has been removed entirely from the Strong Subdivision Preliminary Plan approval. The applicant has calculated the fair share contribution attributable to this subdivision, which will be secured by the SIA.

For additional information regarding why the Subdivision Final Plat is to be recorded without further delay, please see the attached letter from Walter Brown.

9] As stated previously, immediately prior to recordation of the subdivision plat and associated documents, the Strongs will convey the property to Una Development, LLC, a fact the County has been aware of since the inception of this application. All documents have been prepared, copies of which are attached herewith, that clearly explain the manner and type of conveyance.

As noted herein, all of the matters mentioned in your letter dated 4 November, 2009, have been adequately and affirmatively addressed. We request this matter be scheduled for review by the Board of County Commissioners without further delay.

Thank you,

Eric D. McCafferty

⑤



Reception#: 742552  
02/07/2008 02:36:58 PM Jean Alberico  
1 of 2 Rec Fee: \$11.00 Doc Fee: 0.00 GARFIELD COUNTY CO

**SPECIAL WARRANTY DEED**

**George P. Strong**, Grantor, for good and valuable consideration, in hand paid, hereby sells and conveys to **George P. Strong and Leslie J. Strong**, Grantees, as **tenants in common**, whose mailing address is P. O. Box 808, Silt, Colorado 81652, the following real property in the County of Garfield and State of Colorado, to wit:

A parcel of land in the SW1/4SW1/4 of Section 27, Township 7 South, Range 96 West of the 6th P.M., more particularly described as follows:

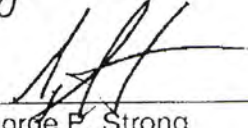
Beginning at the corner for Sections 27, 28, 33 and 34; thence along the West line of the SW1/4SW1/4 of said Section 27, North 01°57'23" West 157.98 feet to the right of way for the Denver and Rio Grande Western Railroad; thence along said right of way, North 55°29'00" East 1544.32 feet to the East line of the SW1/4SW1/4 of said Section 27; thence along said East line, South 01°43'44" East 1021.22 feet to the West 1/16 corner between said Section 27 and Section 34; thence along the South line of the SW1/4SW1/4 of said Section 27, South 89°27'37" West 1297.94 feet to the point of beginning;

also known as TBD, Parachute, Colorado 81635;

with all its appurtenances, and warrants the title to the same against all persons claiming under the Grantor.

NO DOCUMENTARY FEE REQUIRED: Transfer for estate planning purposes with consideration less than \$500.00.

SIGNED this 29 day of JANUARY, 2008.

  
\_\_\_\_\_  
George P. Strong

STATE OF COLORADO )  
                                  ) ss.

After recording return to: Dan Kerst, P.C.  
823 Blake Ave., Ste. 202, Glenwood Springs, CO 81601

Reception#: 742552  
02/07/2008 02:36:58 PM Jean Alberico  
2 of 2 Rec Fee: \$11.00 Doc Fee: 0.00 GARFIELD COUNTY CO

COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January, 2008, by George P. Strong.

WITNESS my hand and official seal.  
My commission expires: 7/25/11

*Rachel Smith*  
Notary Public



My Commission Expires 07/25/2011



**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

File No. 0911018

1. Effective Date: **November 2, 2009** at **7:59 AM**

2. Policy or Policies to be issued:

(a) ALTA OWNER POLICY (ALTA 6-17-06)

\$0.00

Proposed Insured:

(b) ALTA LOAN POLICY (ALTA 6-17-06)

Proposed Insured:

3. The Estate or interest in the land described or referred to in the Commitment and covered herein is Fee Simple and is at the effective date hereof vested in:

**George P. Strong and Leslie J. Strong**

4. The land referred to in this Commitment is situated in the County of Garfield, State of Colorado and described as follows:

**A parcel of land in the SW1/4SW1/4 of Section 27, Township 7 South, Range 96 West of the 6th Principal Meridian, Garfield County, Colorado, more particularly described as follows:**

**Beginning at the corner for Sections 27, 28, 33 and 34; thence along The West line of the SW1/4SW1/4 of said Section 27, North 01°57'23" West 157.98 feet to the right of way for the Denver and Rio Grande Western Railroad; thence along said right of way, North 55°29'00" East 1544.32 feet to the East line of the SW1/4SW1/4 of said Section 27; thence along said East line, South 01°43'44" East 1021.22 feet to the West 1/16 corner between said Section 27 and Section 34; thence along the South line of the SW1/4SW1/4 of said Section 27, South 89°27'37" West 1297.94 feet to the POINT OF BEGINNING.**

**TITLE CHARGES**

Informational Only Commitment

**\$300.00**

COUNTERSIGNED: \_\_\_\_\_

Authorized Officer or Agent  
sb

Valid Only if Schedule B and Cover Are Attached

American Land Title Association  
Schedule A  
(Rev'd 6-06)

Issuing Agent:  
Commonwealth Title Company of Garfield County, Inc.  
127 East 5th Street Rifle, CO 81650

File No. 0911018

**SCHEDULE B - SECTION 1**

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

1. This commitment is for informational purposes only and no policy will be issued.



**SCHEDULE B - SECTION 2**

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Rights or claims of parties in possession not shown by the Public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts, which a correct survey and inspection of the premises would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Any lien or charge on account of the inclusion of subject property in an improvement district.
8. Any and all water rights, claims, or title to water, whether or not the matters excepted are shown by the public record.
9. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals as constructed by the authority of the United States, as reserved in United States Patent recorded March 26, 1902 in Book 56 at Page 444.
10. Right of way granted to Colorado Telephone Company in instrument recorded November 1, 1907 in Book 69 at Page 180.
11. Reservation of one-half of all oil, gas, hydrocarbons and other minerals by E.H. Mahaffey in deed recorded September 3, 1929 in Book 155 at Page 372 and any and all interests therein or assignments thereof.
12. Reservation of an undivided 5/6 interest of all oil, gas, hydrocarbons and other minerals by Annie H. Eshe in deed recorded June 6, 1959 in Book 318 at Page 195 and any and all interests therein or assignments thereof.
13. Reservation of all oil, gas, or other minerals rights by Anvil Points Properties, LTD. in deed recorded April 7, 1995 in Book 936 at Page 727 and any and all interests therein or assignments thereof.
14. Easement granted to Public Service Company of Colorado as described in instrument recorded May 3, 2006 in Book 1795 at Page 831.
15. Terms and conditions set forth in Garfield County Resolution No. 2009-08 recorded February 3, 2009 as Reception No. 762609.
16. Terms and conditions as set forth in Garfield County Resolution No. 2007-117 recorded November 20, 2007 as Reception No. 737671.
17. Deed of Trust from George P. Strong and Leslie J. Strong to the Public Trustee of Garfield County for the use of Alpine Bank, showing an original amount of \$191,280.00, dated June 5, 2008 and recorded June 20, 2008 as Reception No.750879.
18. Deed of Trust from George P. Strong and Leslie J. Strong to the Public Trustee of Garfield County for the use of Alpine Bank, showing an original amount of \$576,000.00, dated March 14, 2008 and recorded March 24, 2008 as Reception No.745210.

**NOTE: EXCEPTION(S) N/A WILL NOT APPEAR IN THE POLICY TO BE ISSUED HEREUNDER.**

The Owner's Policy of Title Insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B - Section 2, the following items:

- (1) The Deed of Trust, if any, required under Schedule B - Section 1. (2) Unpatented mining claims: reservations or exceptions in patents or in Acts authorizing the issuance thereof. (3) any and all unpaid taxes, assessments and unredeemed tax sales.

NOTE: The policy (s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.



Colorado Secretary of State  
 Date and Time: 10/25/2006 02:56 PM  
 Id Number: 20061436966  
 Document number: 20061436966

Document processing fee  
 If document is filed on paper \$125.00  
 If document is filed electronically \$ 25.00

Fees & forms/cover sheets are subject to change.  
 To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us) and select Business Center.

Paper documents must be typewritten or machine printed. ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

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

1. Entity name: Una development, LLC  
*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "llc", "l.l.c.", or "ltd." §7-90-601, C.R.S.)*

2. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

"bank" or "trust" or any derivative thereof  
 "credit union"  "savings and loan"  
 "insurance", "casualty", "mutual", or "surety"

3. Principal office street address: 0195 Panoramic Drive  
*(Street name and number)*

Silt CO 81652  
*(City) (State) (Postal/Zip Code)*  
United States  
*(Province - if applicable) (Country - if not US)*

4. Principal office mailing address *(if different from above):*

P.O. Box 809  
*(Street name and number or Post Office Box information)*

Silt CO 81650  
*(City) (State) (Postal/Zip Code)*  
United States  
*(Province - if applicable) (Country - if not US)*

5. Registered agent name *(if an individual):* Strong George  
*(Last) (First) (Middle) (Suffix)*

**OR** *(if a business organization):* \_\_\_\_\_

6. The person identified above as registered agent has consented to being so appointed.

7. Registered agent street address: 0195 Panoramic Drive  
*(Street name and number)*

Silt CO 81652  
*(City) (State) (Postal/Zip Code)*



8. Registered agent mailing address  
(if different from above):

P.O. Box 809

(Street name and number or Post Office Box information)

Silt

(City)

CO

81652

United States

(Postal/Zip Code)

(Province - if applicable)

(Country - if not US)

9. Name(s) and mailing address(es)  
of person(s) forming the limited  
liability company:

(if an individual)

Strong

(Last)

George

(First)

(Middle)

(Suffix)

**OR** (if a business organization)

P.O. Box 809

(Street name and number or Post Office Box information)

Silt

(City)

CO

81652

United States

(Postal/Zip Code)

(Province - if applicable)

(Country - if not US)

(if an individual)

(Last)

(First)

(Middle)

(Suffix)

**OR** (if a business organization)

(Street name and number or Post Office Box information)

(City)

United States

(Postal/Zip Code)

(Province - if applicable)

(Country - if not US)

(if an individual)

(Last)

(First)

(Middle)

(Suffix)

**OR** (if a business organization)

(Street name and number or Post Office Box information)

(City)

United States

(Postal/Zip Code)

(Province - if applicable)

(Country - if not US)

(If more than three persons are forming the limited liability company, mark this box  and include an attachment stating the true names and mailing addresses of all additional persons forming the limited liability company)

10. The management of the limited liability company is vested in managers

**OR** is vested in the members

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

12. (Optional) Delayed effective date: \_\_\_\_\_  
(mm/dd/yyyy)

13. Additional information may be included pursuant to other organic statutes such as title 12, C.R.S. If applicable, mark this box  and include an attachment stating the additional information.

Notice:

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., 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.

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

Strong	George		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
P.O. Box 809			
<small>(Street name and number or Post Office Box information)</small>			
_____			
Silt	CO	81652	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
United States			
<small>(Province - if applicable)</small>		<small>(Country - if not US)</small>	

*(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box  and include an attachment stating the name and address of such individuals.)*

**Disclaimer:**

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.





Colorado Secretary of State  
 Date and Time: 10/26/2009 03:07 PM  
 ID Number: 20061436966  
 Document number: 20091564263  
 Amount Paid: \$10.00

Document processing fee  
 If document is filed on paper \$100.00  
 If document is filed electronically \$ 10.00  
 Late fee if entity is in noncompliant status  
 If document is filed on paper \$ 50.00  
 If document is filed electronically \$ 40.00

Fees & forms/cover sheets are subject to change.  
 To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us) and select Business Center.

Paper documents must be typewritten or machine printed. ABOVE SPACE FOR OFFICE USE ONLY

**Annual Report**

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

ID number: 20061436966  
 Entity name: Una development, LLC

Jurisdiction under the law of which the entity was formed or registered: Colorado

1. Principal office street address: 0195 Panoramic Drive  
(Street name and number)  
Silt CO 81652  
(City) (State) (Postal/Zip Code)  
United States  
(Province - if applicable) (Country - if not US)

2. Principal office mailing address: P.O. Box 809  
(if different from above) (Street name and number or Post Office Box information)  
Silt CO 81652  
(City) (State) (Postal/Zip Code)  
United States  
(Province - if applicable) (Country - if not US)

3. Registered agent name: (if an individual) Strong George Patrick  
(Last) (First) (Middle) (Suffix)

**OR** (if a business organization)

4. The person identified above as registered agent has consented to being so appointed.

5. Registered agent street address:

0195 Panoramic Drive

*(Street name and number)*

Silt

*(City)*

CO

*(State)*

81652

*(Postal/Zip Code)*

6. Registered agent mailing address:  
(if different from above)

P.O. Box 809

*(Street name and number or Post Office Box information)*

Silt

*(City)*

CO

*(State)*

81652

*(Postal/Zip Code)*

United States

*(Province - if applicable)*

*(Country - if not US)*

**Notice:**

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., 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.

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

Strong

*(Last)*

Leslie

*(First)*

J.

*(Middle)*

*(Suffix)*

P.O. Box 809

*(Street name and number or Post Office Box information)*

0195 Panoramic Drive

Silt

*(City)*

CO

*(State)*

81652

*(Postal/Zip Code)*

United States

*(Province - if applicable)*

*(Country - if not US)*

*(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box  and include an attachment stating the name and address of such individuals.)*

**Disclaimer:**

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Bernie Buescher, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**Una development, LLC**

is a **Limited Liability Company** formed or registered on 10/25/2006 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20061436966.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/13/2010 that have been posted, and by documents delivered to this office electronically through 01/18/2010 @ 13:14:11.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 01/18/2010 @ 13:14:11 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7550473.



*Bernie Buescher*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/ht/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us> click Business Center and select "Frequently Asked Questions."*

Document must be filed electronically.  
Paper documents will not be accepted.

Document processing fee \$50.00  
Fees & forms/cover sheets  
are subject to change.

To access other information or print  
copies of filed documents,  
visit [www.sos.state.co.us](http://www.sos.state.co.us) and  
select Business Center.

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Incorporation for a Profit Corporation**  
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Strong Lot Owners Association Inc.

*(The name of a corporation must contain the term or abbreviation "corporation",  
"incorporated", "company", "limited", "corp.", "inc.", "co." or "ltd." See §7-90-  
601, C.R.S. If the corporation is a professional or special purpose corporation, other  
law may apply.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the corporation's initial principal office is

Street address 0070 County Road 300  
*(Street number and name)*

Parachute CO 81635  
*(City) (State) (ZIP/Postal Code)*

United States  
*(Province if applicable) (Country)*

Mailing address  
*(leave blank if same as street address)*

PO Box 809  
*(Street number and name or Post Office Box information)*

Silt CO 81652  
*(City) (State) (ZIP/Postal Code)*

United States  
*(Province - if applicable) (Country)*

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name  
*(if an individual)* Strong George  
*(Last) (First) (Middle) (Suffix)*

**OR**

(if an entity)  
*(Caution: Do not provide both an individual and an entity name.)*

Street address 0070 County Road 300  
*(Street number and name)*

Parachute CO 81635  
*(City) (State) (ZIP/Postal Code)*



Mailing address  
(leave blank if same as street address)

PO Box 809

(Street number and name or Post Office Box information)

Silt

(City)

CO

(State)

81652

(ZIP/Postal Code)

(The following statement is adopted by marking the box.)

- The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name  
(if an individual)

Brown

(Last)

Walter

(First)

Earl

(Middle)

III

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

801 Colorado Ave.

(Street number and name or Post Office Box information)

Glenwood Springs

(City)

CO

(State)

81601

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

(If the following statement applies, adopt the statement by marking the box and enter the number of shares.)

- The corporation is authorized to issue 5 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- Additional information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

(Caution: At least one box must be marked. Both boxes may be marked, if applicable.)

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

**Notice:**

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., 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.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Brown	Walter	Earl	III
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
801 Colorado Ave.			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
Glenwood Springs	CO	81601	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
<i>(Province – if applicable)</i>	United States		
	<i>(Country)</i>		

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



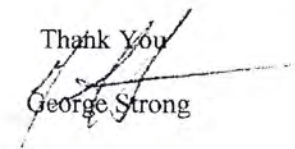
**STRONG LUMBER AND SPECIALTY LOG PRODUCTS, INC**

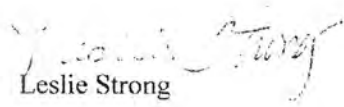
P.O. BOX 808 SILT, CO.81652  
970-625-0777

SAWMILL 7190 HWY 13  
Fax 970-625-9152

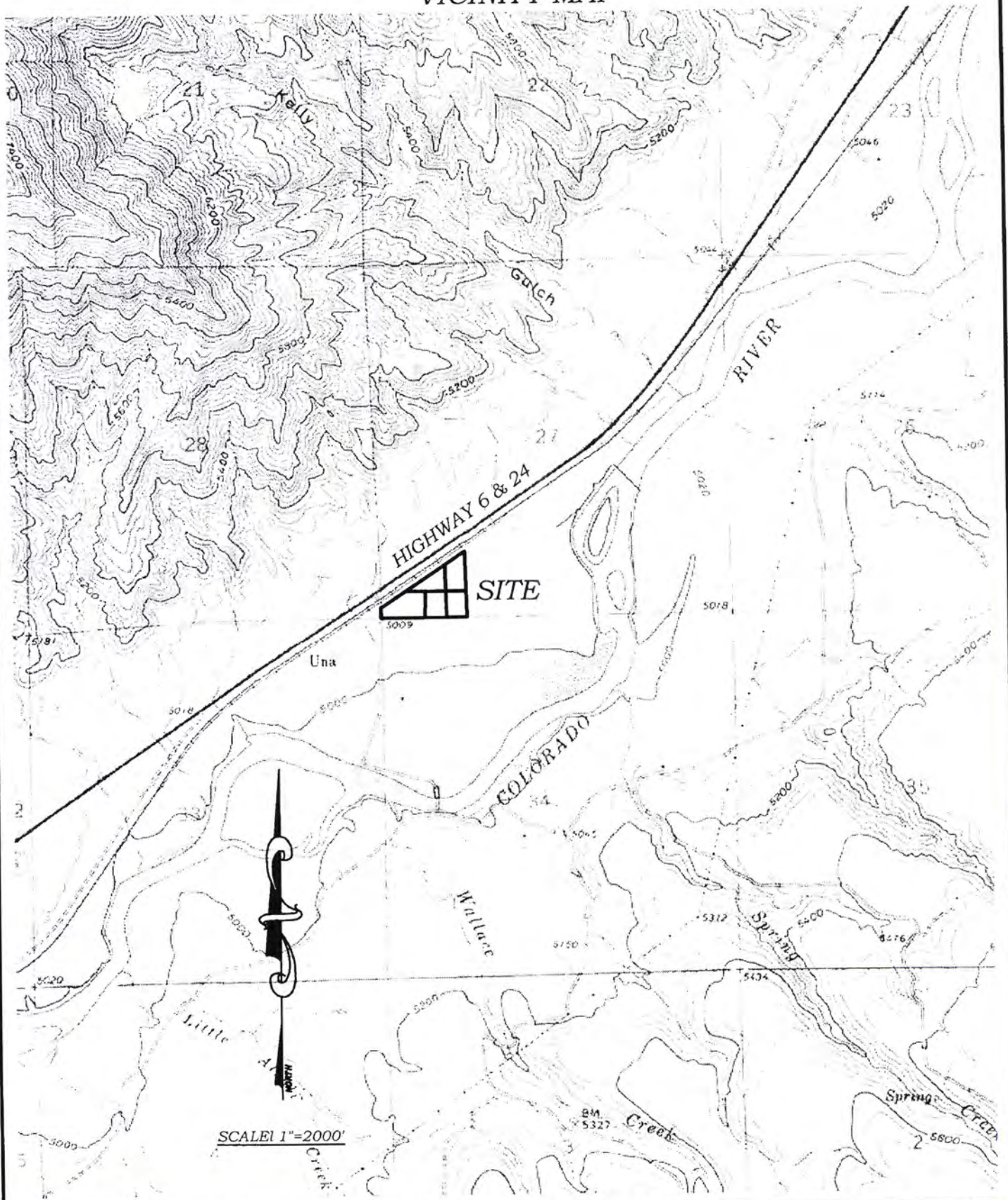
To whom it may concern.

I George and Leslie Strong give our planner Eric McCafferty of compass mountain land use LLC. And our attorney Walter E Brown III permission to work on our Strong subdivision - Strong PUD for our 17.57 acres located in Parachute Colo. Parcel # 240927300002.

Thank You  
  
George Strong

  
Leslie Strong

# VICINITY MAP



136 East Third Street  
 Rifle, Colorado 81650  
 Ph. (970) 625-1330  
 Fax (970) 625-2773



**BOOKCLIFF**  
 Survey Services, Inc.

GEORGE STRONG  
 P.O. BOX 1926  
 SILT, CO 81652

STRONG  
 SUBDIVISION AND PUD

DATE:	11/12/09
SHEET:	1 of 1
PROJECT:	06200-01
DFT:	TL





RIGHT-OF-WAY DESCRIPTION (BUD'S WAY-STRONG SUBDIVISION PUD)

A PARCEL OF LAND LOCATED IN THE SW1/4SW1/4 OF SECTION 27, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE 6TH P.M., GARFIELD COUNTY, COLORADO, ALL BEARINGS RELATIVE TO THE BEARING OF N89°27'37"E BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE AND THE WEST 1/16 CORNER BETWEEN SECTIONS 27 AND 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

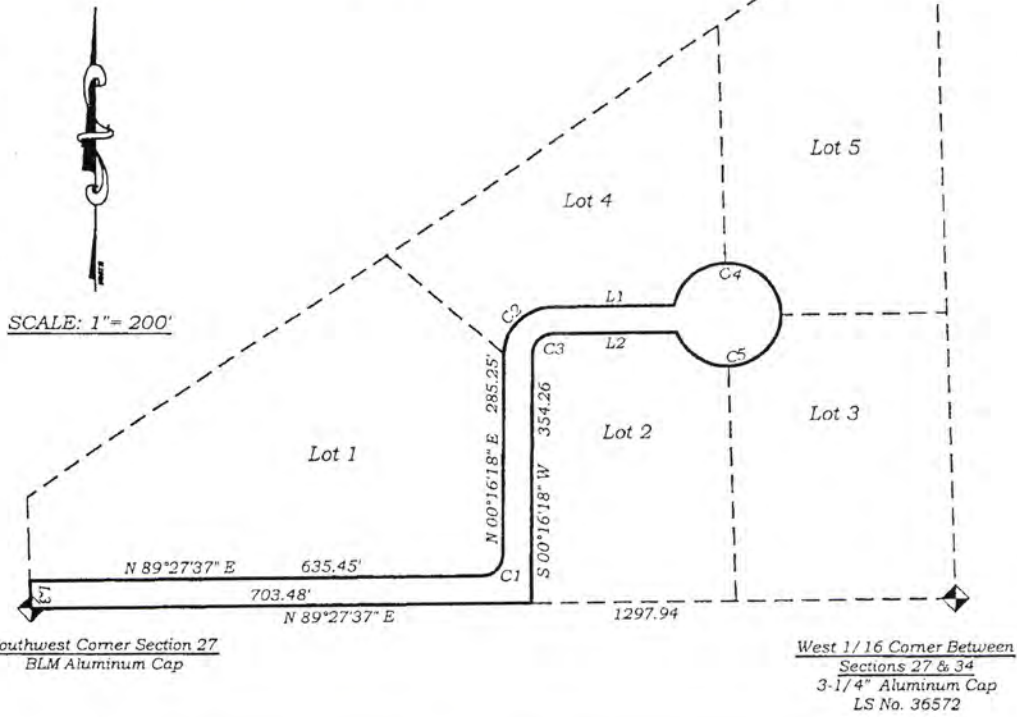
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE; THENCE N01°57'23"W 40.00 FEET; THENCE N89°27'37"E 635.45 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 46.70 FEET (CHORD BEARS N44°51'57"E 42.12 FEET); THENCE N00°16'18"E 285.25 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 108.96 FEET (CHORD BEARS N44°51'57"E 98.29 FEET); THENCE N89°27'37"E 170.21 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 220.52 FEET (CHORD BEARS S84°46'16"E 149.24 FEET); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 210.13 FEET (CHORD BEARS S79°43'29"W 147.84 FEET); THENCE S89°27'37"W 172.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 46.70 FEET (CHORD BEARS S44°51'57"W 42.12 FEET); THENCE S00°16'18"W 354.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SW1/4SW1/4; THENCE ALONG SAID SOUTHERLY LINE S89°27'37"W 703.48 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 1.573 ACRES MORE OR LESS.

Exhibit A



EXHIBIT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°27'37"E	170.21
L2	S89°27'37"W	172.99
L3	N01°57'23"W	40.00



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	30.00'	46.70'	42.12'	N 44°51'57" E	89°11'19"
C2	70.00'	108.96'	98.29'	S 44°51'57" W	89°11'19"
C3	30.00'	46.70'	42.12'	S 44°51'57" W	89°11'19"
C4	75.00'	220.52'	149.24'	N 84°46'16" W	168°27'47"
C5	75.00'	210.13'	147.84'	N 79°43'29" E	160°31'44"

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SW1/4SW1/4 OF SECTION 27, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE 6TH P.M., GARFIELD COUNTY, COLORADO, ALL BEARINGS RELATIVE TO THE BEARING OF N89°27'37"E BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE AND THE WEST 1/16 CORNER BETWEEN SECTIONS 27 AND 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE; THENCE N01°57'23"W 40.00 FEET; THENCE N89°27'37"E 635.45 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 46.70 FEET (CHORD BEARS N44°51'57"E 42.12 FEET); THENCE N00°16'18"E 285.25 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 108.96 FEET (CHORD BEARS N44°51'57"E 98.29 FEET); THENCE N89°27'37"E 170.21 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 220.52 FEET (CHORD BEARS S84°46'16"E 149.24 FEET); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 210.13 FEET (CHORD BEARS S79°43'29"W 147.84 FEET); THENCE S89°27'37"W 172.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 46.70 FEET (CHORD BEARS S44°51'57"W 42.12 FEET); THENCE S00°16'18"W 354.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SW1/4SW1/4; THENCE ALONG SAID SOUTHERLY LINE S89°27'37"W 703.48 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 1.573 ACRES MORE OR LESS.



DATE: DECEMBER 14, 2009

JOB NO: 06200-01 ROW

1230 East Third Street  
 Rifle, Colorado 81650  
 Ph. (970) 625-1330  
 Fax (970) 625-2773

**BOOKCLIFF**  
 Survey Services, Inc.





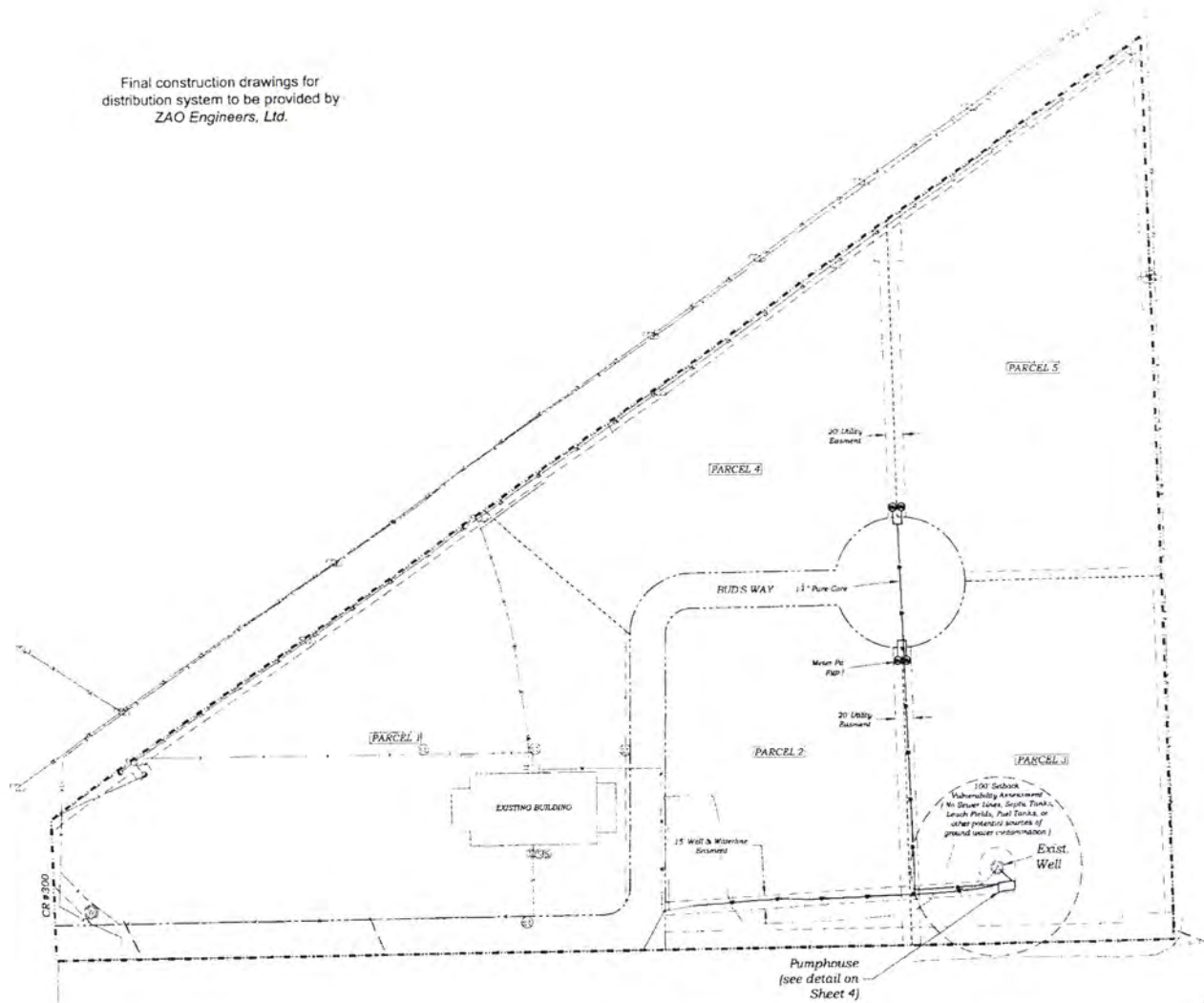
Final construction drawings for  
distribution system to be provided by  
ZAO Engineers, Ltd.

**LEGEND**

- Proposed Waterline
- - - Property Boundary
- · - · Lot Boundary
- - - ROW
- · - · Easement Boundary
- · - · Exst. Overhead Electric
- · - · Exst. Waterline
- · - · Exst. Fence
- · - · Exst. Underground Electric
- · - · Exst. Underground Telephone
- · - · Exst. Power Pole
- ⊙ Exst. Storm Manhole
- ⊙ Exst. Sewer Manhole



**APPROVED FOR  
CONSTRUCTION**



1/19/10

This Drawing Not Valid Unless I and My Sealers Initials Are Herein				Original Drawing Information			
No.	Description	By	Date	By	Date	By	Date

**COLORADO  
RIVER  
ENGINEERING**

PO Box 1361  
Hwy. 103 NMS  
Tul 970-425-4875  
Fax 970-425-4564

PROJECT: 777 STRONG SUBDIVISION

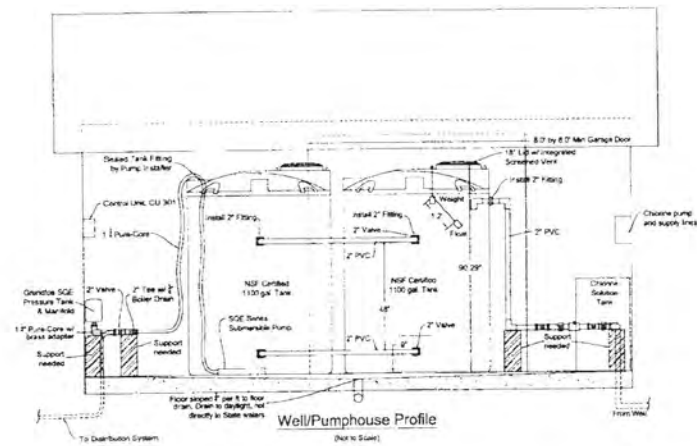
STRONG SUBDIVISION  
on George Street  
JVD BOX 904  
SAB, CO 8-1652

SHEET TITLE: SITE PLAN

SHEET NO.: 2





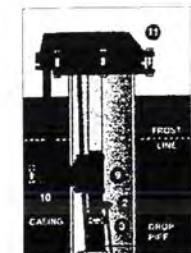


**NOTES:**

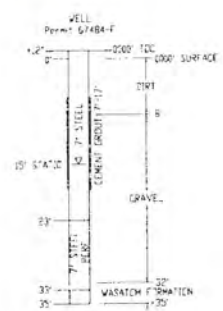
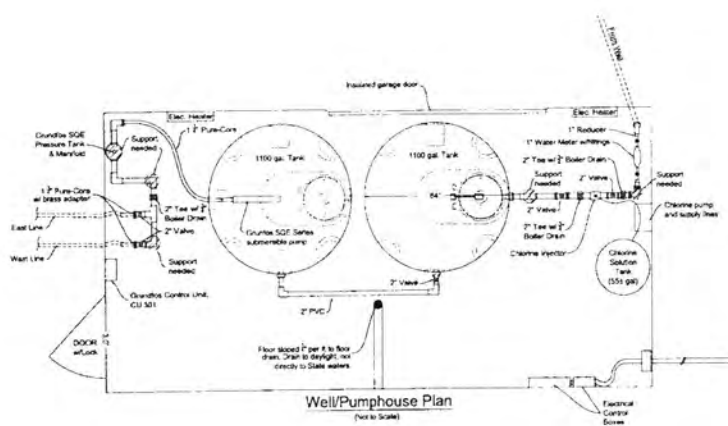
1. Construct if damper concrete pad around well head.
2. Provide positive drainage away from well and pumphouse a minimum distance of 30'.
3. Building foundation to be fixed adjusted to provide positive drainage away from building and provide for floor drain outlet.
4. Contractor shall be responsible for the removal of the existing well pump and reinstallation of the well tank units as shown.
5. Contractor shall be responsible for installation of new 1/2-gpm Grundfos EQ series pump in well.
6. Water system components to be NSF certified where applicable.
7. Water tanks are Snyder Industries, NSF Certified, 1100-gal Vertical, NSFPE is engineer approval equipment.
8. Building design and architecture by owner.
9. There shall be no vent openings connected to the untreated water line from the well.



Typical Well Head Photo Showing 4" x 4" Concrete Box with Watertight Well Cap Casing to be a min of 12" above top of box while there shall be no pipe/syphons connected to the untreated water line from the well.



Typical Well Head Detail Showing Watertight Well Cap with integrated brass screen and Pflitsch Adapter Installation (Detail from Campbell Manufacturing)



**APPROVED FOR CONSTRUCTION**

This Drawing Not Valid Unless Listed Revision Includes All Modifications				Original Drawing Preparation		
No.	Description	By	Date	By	Date	
1	Added Every Point Sample Tap, Tank Fecal, & Yard Hydrant Note	MH	03/16/23	Drawn	AS	1-22-09
				Checked	CM	1-19-05
				Approved	DM	1-19-05
				Client Approval		



PO Box 1301  
 Rifle, CO 81650  
 Tel 970-823-4422  
 Fax 970-823-4364

CLIENT: **STRONG SUBDIVISION**  
 646 George Strong  
 PO BOX 804  
 SA, CO 81652

PROJECT: **777 STRONG SUBDIVISION**

SHEET TITLE: **PUMP DETAILS**

DATE: **11/19/10**

SCALE: **AS SHOWN**

SHEET NO. **4** OF 4

**ZAO Engineers, Ltd.**  
2764 Compass Drive, #230  
Grand Junction, CO 81506  
(970) 241-5623

December 3, 2009

Compass Mountain Land Use, LLC  
30 Cedar Crest Drive  
Glenwood Springs, CO 81601  
Attn: Mr. Eric McCafferty

**Re: ISDS for the Strong Subdivision**

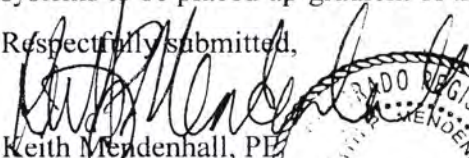
Dear Eric,

The Strong Subdivision lots will require engineered septic systems utilizing suitable replacement soils that insure proper operation. These systems cannot be designed before a tenant/use is secured for each lot. Based on use, the sizing of the ISDS can then be determined.

The County Health Dept. requires any part of the ISDS to be no closer than 100' to a domestic water well. This distance is necessary to prohibit potable water contamination.

This distance separation and the proper soils in the ISDS absorption field allows the septic systems to be placed up-gradient of the water well without concern.

Respectfully submitted,

  
Keith Mendenhall, PE  
ZAO Engineers, Ltd.





**ZAO Engineers, Ltd.**  
2764 Compass Drive, #230  
Grand Junction, CO 81506  
(970) 241-5623

December 18, 2009

Compass Mountain Land Use, LLC  
30 Cedar Crest Drive  
Glenwood Springs, CO 81601  
Attn: Mr. Eric McCafferty

Re: **Strong Subdivision Final Plat Review** – response to Garfield County letter dated  
November 4, 2009

Dear Eric,

I have responded below to concerns highlighted in the above referenced letter per your request. I have included the specific Garfield County point in italics prior to my response.

*II. Final Plat Requirements in Section 5-501(E)*

9. *Section 4-502(C)(4)(b)(2) requires that the Erosion and Sediment Control Plan include "preliminary engineering design and construction features for drainage structures to be constructed." The Final Plat application does not include (i) drainage calculations and (ii) a design for the sediment pond. Based on the drainage plan contours around the pond, it appears that the easement is large enough to encompass the pond.*

The Erosion and Sediment Control Plan, titled 'Erosion Control Plan' revision 12/16/09, now includes preliminary engineering design estimating expected runoff volume and a section drawing of the sediment pond indicating real world elevations.

10. *Section 4-502(C)(4)(j) requires that the Erosion and Sediment Control Plan include a "construction schedule." Specifically, a "Construction schedule indicating the anticipated starting and completion time periods of the site grading and/or construction sequence including the installation and removal of erosion and sediment control measures, and the estimated duration of exposure of each area prior to the completion of temporary erosion and sediment control measures." Please provide a note on the Erosion and Sediment Control Plan that includes a schedule for when the Applicant intends to cover the lots with gravel and road base. If this is something the applicant intends to do as a subdivision improvement, the cost needs to be included in the SIA. If not, it needs to be incorporated in the covenants.*

The Erosion and Sediment Control Plan, titled 'Erosion Control Plan' revision 12/16/09, now includes a 'Construction Schedule' for the work remaining to be done. The sediment pond has been constructed and is functioning as expected. Road base must be placed on the extension of Bud's Way and this will occur per the schedule after Final Plat approval is

secured. No gravel or road base will be placed on the undeveloped lots at this time. Any future lot development/construction is required to comply with the proposed covenants.

*11. Section 4-502(C)(4)(m) requires that the Erosion and Sediment Control Plan include the "Estimated Cost." "Estimated total cost (installation and maintenance) of the required temporary soil erosion and sediment control measures." The cost estimate needs to include costs for the water system, applying gravel and road base to entire site, and installing temporary and permanent erosion control measures which, in this case, is limited to the sediment pond. Please include a typical road cross section for Bud's Way and the thickness of road base and gravel required for its construction*

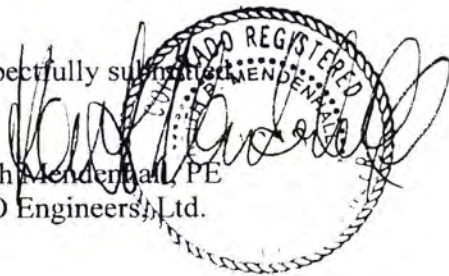
The Erosion and Sediment Control Plan, titled 'Erosion Control Plan' revision 12/16/09, now includes an 'Estimated Cost'. The document referenced includes all items necessary to complete the subdivision as proposed. Costs for items already installed have not been included since these costs have been paid by the applicant and do not impact the County. A detail of the road cross-section has been added to the drawing 'Bud's Way Roadway' as-built dated 12/3/09.

*12. Section 4-502(C)(4)(m) requires that the Erosion and Sediment Control Plan include "a copy of the Stormwater Management Plan application to CDPHE with date of submittal." Under state law, site disturbance over 1 acre in size requires a Stormwater Management Plan. No copy was submitted with the application. Please revise.*

The Erosion and Sediment Control Plan, titled 'Erosion Control Plan' revision 12/16/09, does not include a copy of the CDPHE application or a Stormwater Management Plan (SWMP). It is my understanding that the original site access driveway was constructed when the first tenant was secured. This tenant is located on what is now being called lot 1. The site disturbance was less than one acre at that time. The extension of what is now labeled Bud's Way will disturb less than one acre. Please note 'Bud's Way Disturbance' for clarification. The applicant has SWMP's on file for the initial and current site work, although they are generic in nature because no State application was/is required for disturbances less than one acre.

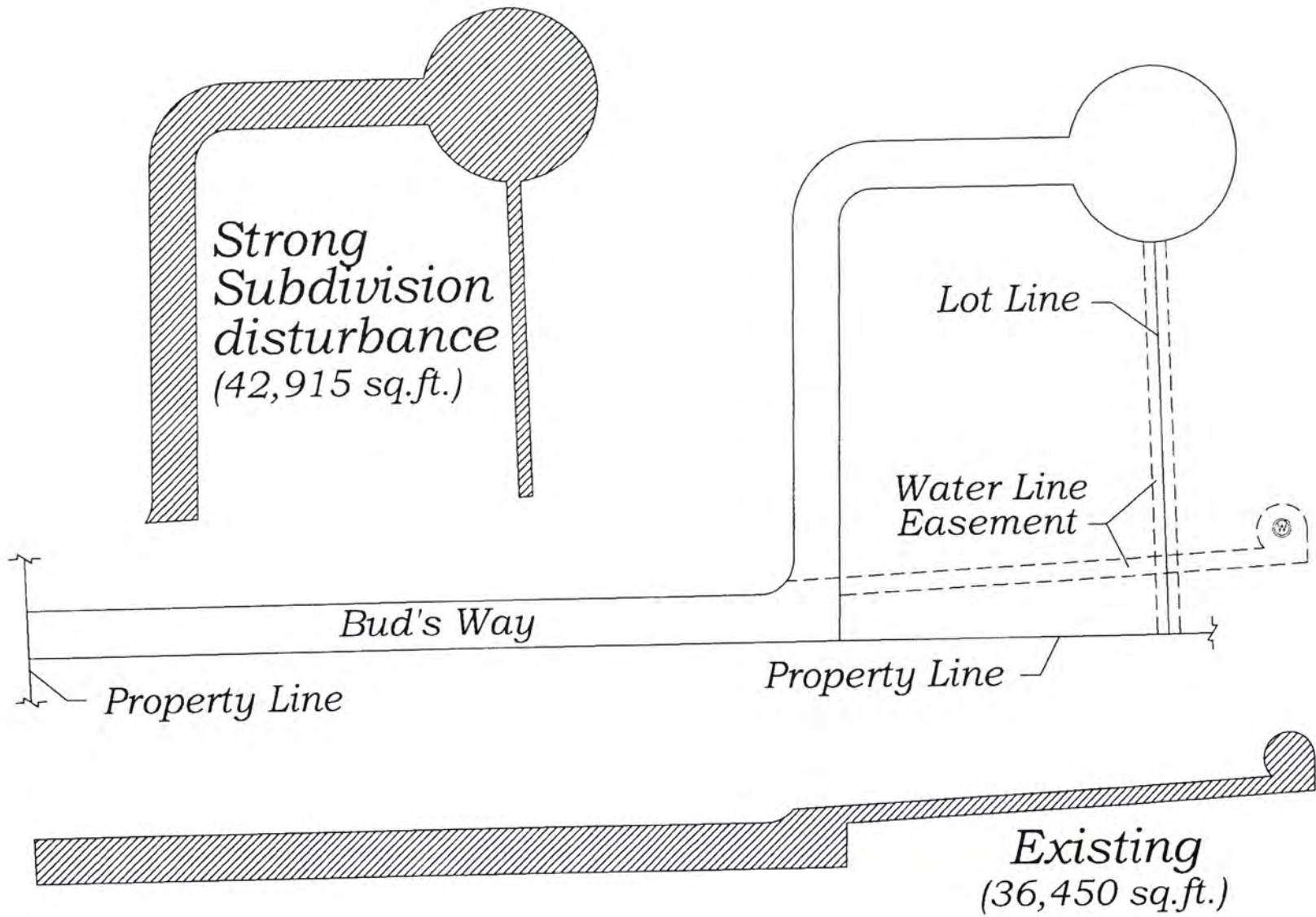
Respectfully submitted,

Keith Mendenhall, PE  
ZAO Engineers, Ltd.





# Bud's Way Disturbance



**Fair Share Contribution Formula for Improvements to be made to the State Highway 6 /  
County Road 300 Intersection:**

**Rationale**

This formula is substantially based on the improvements required to be made to US Highway 6 by Travelers Highlands Commercial Subdivision. Travelers Highlands provides an excellent example since we know the amount of the cost of its improvements to Highway 6. Furthermore, the ongoing land uses are very similar to the approved land uses within the Strong Subdivision and Planned Unit Development, although the land uses at Travelers Highlands are much more dense.

**Given**

Cost of Travelers Highlands improvements to US Highway 6: \$350,000.00  
Approximate number of individual businesses within the subdivision: 190  
Amount of cost of improvements per business  $(350,000/190) = \$1842$   
Approximate number of individuals working on-site per each business: 2  
Approximate total number of workers within subdivision: 380  
Amount of cost of improvements per employee:  $(350,000/380) = \$921$

**Cost Per Business Approach:**

Number of individual businesses within the Strong Subdivision and PUD: 6  
Cost of improvements per business  $(6 \times \$1842) = \$11,052$

Using this approach the total cost of roadway improvements attributable to the Strong Subdivision  $[\$350,000 / \$11,052 = 32 \text{ (rounded up)}]$  is 1/32 of the total cost attributed to Traveler's Highlands.

**Cost Per Employee Approach:**

Number of on-site employees at Strong Subdivision: 25  
 $25 \text{ employees} \times \$921 = \$23,025$

Using this approach, the total cost of roadway improvements attributable to the Strong Subdivision  $[\$350,000 / \$23,025 = 15 \text{ (rounded down)}]$  is 1/15 of the total cost attributed to Traveler's Highlands.

**Cost Per Acre Approach:**

Number of gross acres constituting Traveler's Highlands Subdivision = 45  
 $\$350,000 / 45 \text{ acres} = \$7,777 / \text{acre}$   
Number of gross acres constituting Strong Subdivision: 17.5  
 $17.5 \text{ acres} \times \$7777 / \text{acre} = \$136,000$



Using this approach, the total cost of roadway improvements attributable to the Strong Subdivision (45 acres / 17.5 acres = 2.6 (rounded up)], which shows Traveler's Highlands is 2.6 times larger in gross acreage than the Strong Subdivision.

The three calculations have been added to total: \$170,077. This total has been averaged by dividing by 3, which equals \$56,692. The density of Traveler's Highlands Subdivision and its associated impacts are 49.7% greater than the density and related impacts of the Strong Subdivision. The final calculation  $\$56,692 (0.503)^1 = \$28,516$ .

**Hence, the fair share estimate for contribution to US Highway 6 and County Road 300 improvements is \$28,516.00. This amount has been included in the Subdivision Improvements Agreement.**

---

<sup>1</sup>  $1 - 0.497 = 0.503$

## Compass Mountain Land Use, LLC

**From:** George Strong [strong@sopris.net]  
**Sent:** Thursday, December 03, 2009 7:56 AM  
**To:** Compass Mountain Land Use, LLC  
**Cc:** walter brown  
**Subject:** Fw: Will Serve Letter

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

**From:** Bohlsen, Joshua M  
**To:** George Strong  
**Cc:** Price, Jon M  
**Sent:** Wednesday, December 02, 2009 4:37 PM  
**Subject:** Will Serve Letter

George,

Today Jon Price spoke with Fred Jarman with Garfield County. He stated that a will serve letter is enough documentation to prove that Xcel Energy has facilities near and is capable and willing to serve this parcel.

If there are any questions regarding this conversation please contact the area Designer Jon Price (970-244-2693).

Thanks,  
Josh Bohlsen



**COLORADO**  
**RIVER**  
ENGINEERING  
INCORPORATED

November 20, 2009

Strong PUD  
c/o George Strong  
PO Box 808  
Silt, CO 81652

*ok - staff  
discuss w/ stake  
on 3/3/10*

**RE: Job #777 - Strong PUD - Public Water System Review**

Dear George:

Colorado River Engineering, Inc. (CRE) has prepared the following letter to summarize the history of the water system permitting for the Strong PUD.

*OK*

An engineering proposal was originally prepared to permit the Public Water System (PWS) for the Strong Planed Unit Development (PUD) with the Colorado Department of Public Health and Environment (CDPHE) as a "Non-Transient", "Non-Community" Public Water System. CRE was retained just prior to the BOCC meeting to assist with the permitting of the Public Water System to address concerns raised by the county staff in the review process. Testimony was given to this extent at the Final Plat County Commissioners meeting in December of 2008.

Review of the files shows that prior to our attending the BOCC meeting all previous correspondence from the county staff were related to the need for a Public Water System (PWS) based on a population exceeding 25 persons. No prior correspondence existed on the classification of the PWS as either "Transient" or Non-Transient".

A Public Water System is triggered if 25 or more people use the water supply. Regulatory tiers within the CDPHE include a "Transient" or "Non-Transient" population classification. A "Non-Transient" population would consist of those persons, such as employees, which are regularly exposed to a water supply and therefore dictates that water quality parameters be tested and monitored for contaminants that pose long term exposure health risks. A "Transient" population would consist of those persons, such as visitors, which are not regularly exposed to a water supply.

We originally assumed that the population exposed to the water system would exceed 25-people (PWS) and that the number of employees at the light industrial park that regularly use the water supply, would also exceed 25-people. In preparing the water system permit application, it came to our attention that the PUD Guideline limited the number of employees at the park to less than 25. We agreed with earlier staff reports that the 25-people Public Water System population was likely to be triggered and would be comprised of employees as well as visitors, customers, deliveries, etc. However, due to the limits on employees, the regularly served population would not trigger the higher regulated "Non-Transient" CDPHE tier.

*✓*

# COLORADO RIVER

ENGINEERING  
INCORPORATED

The final approval from the CDPHE recognizes a Public Water System. A "Transient" system was permitted to match the zoning limitations in the PUD Guideline. Unless the PUD Guidelines are changed, the need for a "Non-Transient" water system is not required per CDPHE regulations.

From a health and safety standpoint, all of the water parameters for a "Non-Transient" system were tested and did not show any tests exceeding maximum contaminant levels.

Therefore, the currently approved design of the water system would not change regardless of the "Transient" versus "Non-Transient" classification. If the PUD zoning was expanded to allow a greater employee population, then the system would require reclassification to "Non-Transient".

If you have any questions, please do not hesitate to call 970-625-4933.

Sincerely,



Cc: Eric McCafferty

CM:cm

M:\CRE\jobfiles\777-Strong Subdivision\2009-11-19.doc



STATE OF COLORADO

Bill Ritter, Jr., Governor  
DEPARTMENT OF NATURAL RESOURCES  
**DIVISION OF WILDLIFE**  
AN EQUAL OPPORTUNITY EMPLOYER

Thomas E. Remington, Director  
6060 Broadway  
Denver, Colorado 80216  
Telephone: (303) 297-1192  
wildlife.state.co.us



*For Wildlife-  
For People*

**RECEIVED**

SEP 11 2008

GARFIELD COUNTY  
BUILDING & PLANNING



Kathy Eastley  
Garfield County Building and Planning Department  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, CO 81601

RE: Strong Subdivision proposed zone change from ARRD to PUD

September 5, 2008

Dear Kathy:

Thank you for the opportunity to review and comment on the proposed zone change and PUD preliminary plan to allow for a semi-industrial subdivision of the 17.57 acre property into 5 lots. The property is bordered by EnCana on the south and east, and by the I-70 frontage road to the northwest. The intended use of the Strong Subdivision is for storage of oil and gas drilling supplies, equipment, and related materials for natural resource exploration. Neighboring properties are currently used for industrial purposes. The Division of Wildlife (DOW) has reviewed the Wildlife Assessment and Mitigation Plan and Integrated Vegetation and Noxious Weed Management Plan, and would like to offer the following comments.

As stated in the Wildlife Assessment and Mitigation Plan, the proposed development area is has been recently bladed, and was previously occupied by heavily grazed saltbush shrubland recently dominated by greasewood and cheatgrass. Although the vegetation provides little forage value to wildlife, the location of the proposed development and associated roads lie within winter migration areas for mule deer and elk. Heavy traffic, particularly during winter months, can increase the number of roadkilled deer, elk and other wildlife species. The DOW recommends strict enforcement of speed limits to minimize negative impacts of traffic on migrating wildlife.

The DOW also supports the recommendation to remove all fencing and wires from previous grazing activities and old telephone lines. Large mammals including elk and deer can easily become entangled in such fences and wires. If the newly subdivided lots are to be fenced, the DOW cautions that barbed wire fencing can be hazardous to wildlife, and recommends galvanized chain link fencing (6+ ft) to keep wildlife out.

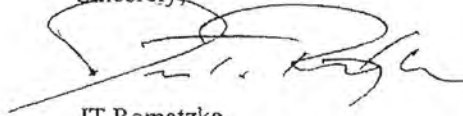
The DOW recommends minimizing soil disturbance to prevent the spread of weed species. Noxious weeds degrade wildlife habitat by outcompeting native plant species, particularly in disturbed areas, and if left untreated will continue to spread. Noxious weeds present on the Strong property include cheatgrass, halogeton, field bindweed, knapweed, bull thistle and salt cedar. The DOW supports the noxious weed treatments, best management practices, and revegetation recommendations stated in the Integrated Vegetation and Noxious Weed Management Plan.

DEPARTMENT OF NATURAL RESOURCES, Harris D. Sherman, Executive Director  
WILDLIFE COMMISSION, Tom Burke, Chair • Claire O'Neal, Vice Chair • Robert Bray, Secretary  
Members, Dennis Buechler • Brad Coors • Jeffrey Crawford • Tim Glenn • Roy McAnally • Richard Ray  
Ex Officio Members, Harris Sherman and John Stulp



The DOW finds no other significant impacts to wildlife regarding the Strong Subdivision, and appreciates the opportunity to comment on projects such as these. Please contact District Wildlife Manager Elissa Knox by phone at 970-255-6156 if you need further information.

Sincerely,

A handwritten signature in black ink, appearing to read 'JT Romatzke', written over a horizontal line.

JT Romatzke  
Acting Area Wildlife Manager

cc: Ron Velarde, Northwest Regional Manager  
JT Romatke, Acting Area Wildlife Manager  
Elissa Knox, District Wildlife Manager  
Brad Petch, Senior Habitat Biologist  
File

ZAO Engineers, Ltd.  
2764 Compass Drive, #230  
Grand Junction, CO 81506  
(970) 241-5623

February 13, 2009

Garfield County Vegetation Manager  
Re: **Requested Information concerning the proposed Strong PUD**

Responses below are to specific labeled questions per information from the owner, George Strong.

8.a. The *tamarisk* trees were treated in 2007 as part of the original special use permit. The treatment was accomplished with Pathfinder 2.

8.b. Approximately .2 of an acre of surface disturbance occurred during roadway and easement construction.

8.c.i. The approved Preliminary Plan identifies the site as graveled in conjunction with the anticipated land uses. No soil management has been proposed as the existing top soil will not be moved, stock piled or salvaged. Imported road base and gravel will be placed over the entire site.

8.b.ii. Please see comment above.

8.c.iii. Please see comment above.

Please don't hesitate to contact this office with further questions or concerns.  
Sincerely,

Keith Mendenhall  
ZAO Engineers, Ltd.



**MEMORANDUM**

**To: Fred Jarman**  
**From: Steve Anthony**  
**Re: Strong Subdivision**  
**Date: December 2, 2009**

---

*These were my comments from November 13 memo to you:*

Staff did on-site visit on November 13, 2009 with George Strong.

There were some tamarisks in the southeast corner of the property that were treated in the past. There has been some regrowth and resprouting, resulting in about six or so young tamarisk trees. I asked Mr. Strong to treat those as soon as possible.

Also there is a pile of topsoil that has been sitting in place since the last time I was on site in February. I asked George to provide us with a soil management plan in the form of a letter detailing how he plans to handle the exposed topsoil pile. The pile is estimated to contain around 40 cubic yards of material.

**Update:**

George came by our offices yesterday and dropped off documentation indicating that the concerns expressed above have been addressed. He gave me application records for the tamarisk treatment and receipts indicating that the topsoil pile has been transported off-site. He also updated his vegetation and soil management plans in a letter. Our department is satisfied that George has addressed our concerns listed above.





## GRAND VALLEY FIRE PROTECTION DISTRICT

1777 S. BATTLEMENT PARKWAY, PO BOX 295

PARACHUTE, CO 81635

PHONE: 285-9119, FAX (970) 285-9748

March 3, 2009

Kathy Eastley  
Garfield County Building & Planning  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, CO 81601

Subject: Strong Subdivision

Ms. Eastley:

This letter is in response to the email from 3-3-2009. The Strong Property will have 10,000 gallons of water storage on site. This water storage will exceed the minimum of 2,500 gallons required by the Fire District. This water is used for any Structure fire AND/OR Wildland fire mitigation. This requirement is required by all properties outside the fire district where a water distribution system is not accessible within a reasonable response time to the property. The information submitted by the applicant does put the applicant in compliance with the Fire District. If you have any further questions please feel free to contact me a 970-285-9119.

Rob Ferguson  
Deputy Fire Chief – Operations

Cc: File  
Chief Blair

GARFIELD COUNTY  
Building & Planning Department  
Review Agency Form



Date Sent: August 27, 2008  
Comments Due: September 17, 2008

Name of application: Strong Subdivision  
Sent to: \_\_\_\_\_

Garfield County requests your comment in review of this project. Please notify the Planning Department in the event you are unable to respond by the deadline. This form may be used for your response, or you may attach your own additional sheets as necessary. Written comments may be mailed, e-mailed, or faxed to:

Garfield County Building & Planning  
Staffs contact: Kathy Eastley  
109 8<sup>th</sup> Street, Suite 301  
Glenwood Springs, CO 81601  
Fax: 970-384-3470  
Phone: 970-945-8212

General Comments: Garfield County Road & Bridge Department has no objections to this application with the following comments.

The driveway access to this location has been permitted and build to the specifications of Garfield County Road & Bridge Department. The driveway access permit requirement will be exempted for this application and future building applications on this site.

The traffic study submitted will be accepted showing Cr. 300 will handle the added traffic load for this application.

There is the possibility that at some time in the future the owners or currents users of the property would be ask to assist financially in road repairs or improvements to Cr. 300.

Name of review agency: Garfield County Road and Bridge Dept

By: Jake B. Mall

Date September 2, 2008

## DECLARATION OF PROTECTIVE COVENANTS

FOR

### STRONG SUBDIVISION PLANNED UNIT DEVELOPMENT

THIS DECLARATION is made this day \_\_\_\_\_ of \_\_\_\_\_, 2010, UNA DEVELOPMENT, LLC., a Colorado limited liability company ("Initial Owner"),

#### RECITALS

A. Initial Owner owns all of the real property interests legally described on Exhibit A attached hereto and by this reference incorporated herein (the "Property"), Initial Owner wishes to develop the Property as a high quality, aesthetically pleasing and harmoniously designed Planned Unit Development (the "Development"). The law which generally governs developments similar to the Development is the Colorado Common Interest Ownership Act (Article 33.3 of Title 38 of Colorado Revised Statutes) as the same may be amended from time to time (the "Act"). Under the Act, the Development would be considered a "common interest community" (as such term is defined in the Act) of the type known as a "planned community" (as such term is defined in the Act) because portions of the Property are designated for separate ownership by individuals or entities and the remainder of the Property is designated for ownership by the "Association" (as such term is defined in Section 1.03 hereof).

B. Under the provisions of Section 38-33.3-116 of the Act, a planned community which only "units" (as such term is defined in the Act) are restricted to nonresidential use and which is not subject to any "development rights" (as such term is defined in the Act) is subject only to the provisions of Sections 38-33.3-105, 38-33.3-106 and 38-33.3-107 of the Act unless the "declaration" (as such term is defined in the Act) provides that the entire Act is applicable. In Section 4.01 hereof, the units are restricted to nonresidential use and in Section 1.06 hereof, Initial Owner declares that Initial Owner is not reserving development rights in this instrument. Initial Owner further declares that it is initial Owner's intention that the entire Act shall not apply to this instrument or the Development although specific provisions of the Act may be incorporated into this instrument by express reference herein so as to apply to the Development

#### ARTICLE I

#### DECLARATIONS

1.01: General Purposes. Initial Owner desires to establish a means to ensure the proper use and appropriate development of the Development by means of



mutually beneficial covenants, conditions and restrictions imposed on the Development for the benefit of Initial Owner and all future owners of any portion of the Development.

1.02: Declaration. To further the purposes expressed in Section 1.01 hereof, Initial Owner, for itself and its successors and assigns, hereby declares that the Property shall, at all times, be owned, held, used and occupied subject to the provisions of this instrument, to the covenants, conditions and restrictions contained herein and to all amendments and supplements hereto.

1.03: Name of the Development and Name of the Association. Initial Owner declares that the name of the Development is Strong Subdivision Planned Unit Development and that the name of the "unit owners association" (as such term is defined in the Act) organized to govern and administer the Development is Strong Lot Owners Association, Inc., a Colorado for-profit corporation (the "Association")

1.04: Location and Type of Development. Initial Owner declares that all of the Development is situated in Garfield County, Colorado and that the Development is a planned community for the reasons set forth in the Recitals.

1.05: No Declarant. Initial Owner is entering into this instrument in its capacity as owner of the Property and declares that it is Initial Owner's intention that Initial Owner shall not be considered a "declarant" (as such term is defined in the Act) and, accordingly, Initial Owner shall not have either the rights or obligations of a declarant under the Act except the obligation to deliver a copy of this instrument as recorded to the Assessor of Garfield County, Colorado set forth in Section 38-33.3-105 of the Act. This instrument does, however, create certain rights and obligations of Initial Owner with respect to the Development which are similar to rights and obligation of a declarant under the Act, but the rights and obligations of Initial Owner are governed by the "Declaration" (as such term is defined in Section 2.07 hereof) and not by the Act.

1.06: No Development Rights. Initial Owner declares that it is Initial Owner's intention that Initial Owner does not reserve any development rights which would include the rights to: (a) add real estate to the Development; (b) create additional units, or "common elements" or "limited common elements" (as such terms are defined in the Act) within the Development; (c) subdivide units or convert units into common elements or (d) withdraw real estate from the Development.

## ARTICLE 2

In addition to the definitions set forth above or below, the following terms shall have the following meanings when used herein;

## CERTAIN DEFINITIONS

2.01: Articles. "Articles" shall mean the articles of incorporation of the Association as the same may be amended from time to time.

2.02: Board of Directors. "Board of Directors" shall mean the governing body of the Association which is the "executive board" of the Association (as such term is defined and used in the Act).

2.03: Budget. "Budget" shall mean the plan for each fiscal year of the Association for the payment of current Common Expenses, for the reservation of funds for the payment of future Common Expenses and for obtaining the funds required for such payments to be adopted by the Association in accordance with the provisions of Section 8.01 hereof.

2.04: Bylaws. "Bylaws" shall mean the bylaws of the Association in effect from time to time.

2.05: Common Area. "Common Area" shall mean the real property identified as rights-of-way and easements on the Plat which is intended for ownership by the Association.

2.06: Common Expenses. "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association in the performance of its duties under the Declaration, the Articles, the Bylaws or the Rules, whether or not the same may be expressly declared to be Common Expenses.

2.07: Declaration. "Declaration" shall mean this instrument, the Plat and all amendments and supplements to this instrument and the Plat hereafter recorded in the real property records of Garfield County, Colorado.

2.08: Easement. "Easement" shall mean the easement created pursuant to the provisions of Section 3.02 hereto.

2.09: First Lienor. "First Lienor" shall mean: (a) a Lienholder holding a Security Interest encumbering any portion of the Development which is recorded after the date of recording of this instrument and (b) a Lienholder holding a Security Interest encumbering a Lot which is recorded after the date of recording of this instrument and which has priority over all other Security interests encumbering such Lot,

2.10: Guest. "Guest" shall mean any individual who is present at the Property at the express or implied invitation of an Owner including, without limitation, friends,



relatives, agents, contractors, employees, tenants or business invitees of an Owner.

2.11: Improvements. "Improvements" shall mean all buildings, structures, fences walls, parking areas and landscaped areas located on a Lot, including all utility facilities and equipment located on that Lot which serve only that Lot and all other improvements which are constructed on that Lot.

2.12: Lienholder. "Lienholder" shall mean: (a) the holder of a Security Interest encumbering any portion of the Property which is recorded on the date of this instrument and (b) the holder of a Security Interest encumbering a Lot which is recorded after the date of this instrument without regard to the priority of such Security Interest with respect to all Security Interests encumbering the same Lot. A First Lienor is also a Lienholder.

2.13: Lot. "Lot" shall mean any plot of land designated as a Lot on the Plat and which is intended for separate ownership by an Owner. Each Lot is identified by the number of such Lot shown on the Plat. An individual Lot may be referred to in the Declaration by such Lot's number as shown on the Plat. A Lot constitutes a unit as such term is used in the Act.

2.14: Owner. "Owner" shall mean any individual or any corporation, nonprofit corporation, partnership, limited partnership, limited liability company, limited partnership association, joint venture, trust, nonprofit association, cooperative or other legal entity capable of holding title to real property in Colorado that is the record owner of a fee simple interest in one or more Lots according to the real property records of Garfield County, Colorado. Initial Owner is the initial owner of all of the Lots.

2.15: Plat. "Plat" shall mean the Final Plat of the Strong Subdivision Planned Unit Development, recorded \_\_\_\_\_, 2010, at Reception Number: \_\_\_\_\_, of the real estate records of Garfield County, Colorado, and all amendments and supplements thereto, thereafter recorded in the real estate records of Garfield County, Colorado.

2.16: Rules. "Rules" shall mean the rules and regulations in effect from time to time as adopted by the Board of Directors in the manner set forth in the Declaration or pursuant to the Articles and Bylaws.

2.17: Security Interest. "Security Interest" shall mean an interest in real estate or personal property created by contract or conveyance securing payment or performance of an obligation which encumbers any portion of the Property and is recorded on the date of this instrument or which encumbers a Lot and is recorded after the date of this instrument. A Security Interest includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or



rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

2.18: Sharing Ratio. "Sharing Ratio" shall mean the "allocated interests" (as such term is defined in the Act) of each Lot which is equal to the fraction of one-sixth (1/6). The Sharing Ratio is utilized, among other things, to determine the fractional interest of the total liability for assessments for Common Expenses allocated to a Lot pursuant to Section 8.05 hereof. The formula utilized to determine the Sharing Ratio of each Lot is to allocate the total liability for Common Expenses and the total votes in the Association equally to each of the Lots numbered 2 through 5, inclusive, with the remaining interests allocated to Lot 1.

### ARTICLE 3

#### PROPERTY RIGHTS

##### 3.01: Lots and Common Area.

(a) The Plat divides the Property into five (5) Lots and the Common Area. Initial Owner has not reserved the right to add additional Lots to the Development so that the maximum number of Lots which may be made subject to the Declaration is five (5).

(b) Initial Owner shall convey the Common Area to the Association after the recording of this instrument but in any event prior to the conveyance of all Lots to Owners other than Initial Owner. Such conveyance of the Common Area shall be made by a special warranty deed free and clear of all encumbrances except those matters set forth on Exhibit B and by this reference incorporated herein.

(c) All Owners shall have a right and easement of enjoyment in and to the Common Area for the purposes for which the Common Area were designed, which right and easement shall be appurtenant to and shall pass with the title to the Lots. Such use by an Owner shall be in common with all other Owners without hindering, impeding or imposing upon the rights of the other Owners and in accordance with the provisions of the Declaration and the Rules. Any Owner may delegate such Owner's right to use, benefit from and enjoy the Common Area to such Owner's Guests; provided, however, that such Owner shall be responsible for damages caused by any such Guest and for the violation by any such Guest of the provisions of the Declaration, the Articles, the Bylaws or the Rules in connection with the usage of the Common Area by any such Guest.

3.02: Easement. Initial Owner hereby makes, establishes, declares, grants and reserves a blanket easement in favor of each Owner and any governmental,

quasi-governmental or private entity providing utility services to any Lot, over, under, across, upon, and through the Common Area for installing, replacing, repairing, maintaining and providing all utility services to the Improvements located on a Lot, including, without limitation, water, gas, electric, storm sewer, sanitary sewer, cable television, satellite communications and telephone services. By virtue of this grant of easement, it shall be expressly permissible for the providing entity to erect and maintain the necessary facilities and equipment in the Development. Any entity providing such utility services shall be responsible for any damage caused by such entity to the Development while utilizing the Easement created by this Section 3.02(a) and for any costs incurred by the Association as a result of such damage and shall be further required to promptly repair or restore any portion of the Development disturbed or damaged by such entity's utilization of the Easement created by this Section 3.02(a). The Easement created by this Section 3-02(a) shall be appurtenant to each Lot so that a transfer of title to any interest in such Lot shall automatically transfer a proportionate interest in such Easement.

3.03: Title to Lots. Title to a Lot may be held individually or by any entity or in any form of concurrent ownership recognized in Colorado. In case of any such concurrent ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of an Owner with respect to the Lot in which such Owner owns an interest.

3.04: Legal Description. Any contract of sale, deed, lease, deed of trust, mortgage, will or other instrument affecting a Lot shall legally describe it substantially as follows:

"Lot \_\_\_\_\_ Strong Subdivision Planned Unit Development, according to the Plat for Strong Subdivision Planned Unit Development recorded \_\_\_\_\_, 2010, at Reception Number \_\_\_\_\_ of the real estate records of Garfield County, Colorado and subject to the Declaration for Strong Subdivision P.U.D recorded \_\_\_\_\_, 2010 at Reception No. \_\_\_\_\_ of the real estate records of Garfield County, Colorado."

Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, lease or otherwise affect not only the Lot, but also the interest in the Easement made appurtenant to such Lot by the Declaration. The interest in the Easement made appurtenant to any Lot shall be deemed conveyed or encumbered with that Lot, even though the legal description in the instrument conveying or encumbering such Lot may only refer to that Lot. The reference to the Declaration in any instrument shall be deemed to include any supplements or amendments to the Declaration, without specific reference thereto.

3.05: Separate Assessment. Initial Owner shall give written notice to the Assessor of Garfield County, Colorado requesting that the Lots be separately



assessed and taxed and that the total value of the Common Area be assessed and taxed proportionately with each Lot in accordance with such Lot's Sharing Ratio as provided in Section 38-33.3-105 of the Act. After this instrument has been recorded in the real estate records of Garfield County, Colorado, Initial Owner shall deliver a copy of this instrument as recorded to the Assessor of Garfield County.

3.06: Use Compliance. The use of the Lots shall comply with: (a) the terms, conditions and obligations set forth in the Declaration; (b) the matters set forth on the Plat; (c); and (d) all present and future laws, rules, requirements, orders, directions, ordinances and regulations (including zoning regulations) affecting the Lots of any governmental authority having jurisdiction over the Lots and of their departments, bureaus or officials.

3.07: No Partition of Lots. No Owner may assert any right of partition with respect to such Owner's Lot. By becoming an Owner, each Owner waives any and all rights of partition such Owner may hold with respect to such Owner's Lot. This Section 3.07 shall not, however, limit or restrict the right of the Owners of a Lot to bring a partition action pursuant to Article 28 of Title 38 of Colorado Revised Statutes requesting the sale of the Lot and the division or the proceeds among such Owners; provided that no physical division of the Lot shall be permitted as a part of such action and no such action shall affect any other Lot or the Common Area.

3.08: Encroachments. If any part of any Improvement intended to be constructed entirely on a particular Lot now or hereafter encroaches upon any portion of another Lot or the Common Area as a result of construction of such Improvement or as a result of the settling or shifting of such Improvement, a valid easement for the encroachment and for the maintenance of the same shall exist so long as such Improvement stands. In the event any Improvement shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of such Improvement intended to be constructed entirely on a particular Lot upon any portion of another Lot or the Common Area due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such Improvement shall stand.

3.09: No Mechanic's Liens. (a) If any Owner shall cause any material to be furnished to such Owner's Lot or any labor to be performed therein or thereon, no Owner of any other Lot shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialman's and other persons furnishing labor or materials to such Owner's Lot. Nothing herein contained shall authorize any Owner or any person dealing through, with or under any Owner to charge the Common Area or any Lot other



than that of such Owner with any mechanic's or materialman's lien or other lien or encumbrance whatever. On the contrary (and notice is hereby given) the right and power to charge any lien or encumbrance of any kind against the Common Area or against any Owner or any Owner's Lot for work done or materials furnished to any other Owner's Lot is hereby expressly denied.

(b) If, because of any act or omission of any Owner, any mechanic's or materialman's lien or other lien or order for the payment of money shall be filed against the Common Area or against any other Owner's Lot or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall at such Owner's own cost and expense cause the same to be canceled and discharged of record or bonded in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within 20 days after the filing thereof, and further shall indemnify and save all such parties harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom.

3.10: No Dedication. Nothing contained in the Declaration (which includes the Plat) shall be deemed a grant or dedication of any portion of the Development to the public or for public use unless such grant or dedication is expressly provided for in the Declaration.

## ARTICLE 4

### RESTRICTIONS

4.01: Use Restrictions. (a) The use of all Lots shall be restricted to nonresidential uses and shall be governed by the Planned Unit Development Guide for Strong Subdivision which was recorded February 3, 2009, at Reception Number 762609 of the real estate records of Garfield County, Colorado, as the same may be amended from time to time. Without limiting the generality of the foregoing, the following uses shall be permitted, as Uses-By-Right on all Lots: (1) Business Offices associated with any categorized use; (2) Contractor Yard; (3) Fabrication; (4) General Storage; (5) Storage of Heavy Equipment; (6) Storage of Oil and Gas Drilling Equipment and Supplies; (7) Communication Facility; (8) Solar Power Generating System; (9) Materials Lab and Testing; (11) Material Handling; with the following uses allowed by Special Review (12) Processing; (13) Warehouse and Distribution Center; and (14) Concrete and Asphalt Batch Plant(s).

(b) An Owner shall have the right to lease such Owner's Lot upon such terms and conditions as such Owner may deem advisable; provided, however, that: (i) any such lease shall be in writing and shall provide that the lease is subject to

the terms of this Declaration; (ii) a Lot may be leased only for the uses and occupancies described in this Section 4.01 hereof; and (iii) any failure of a lessee to comply with the terms of the Declaration, the Articles, the Bylaws, or the Rules shall constitute a default by such Owner under the applicable document(s).

4.02: Signs. (a) An Owner shall have the right to place no more than one monument sign per Lot and one wall sign per business on a building identifying the business within that building on such Owner's Lot. No signs of any kind or nature shall be placed on any portion of the Development by any Owner without the prior written approval of the Board of Directors of the design of any proposed sign in accordance with the provisions of Article 5 hereof, which approval may be granted or withheld by the Board of Directors based upon the standard that all signs must be compatible with the architecture of the Development.

(b) Initial Owner shall be entitled to place a monument sign which identifies the Development on the Common Area at Initial Owner's expense, but such sign shall be maintained by the Association and the costs of maintenance of such sign shall be a Common Expense. The Association shall have the right to cause no trespassing signs, signs concerning traffic and parking regulations, signs which identify the Development or other signs concerning the administration and management of the Development to be placed on the Common Area and such signs shall be a Common Expense.

4.03: Fuel Storage. No above ground storage of fuel tanks shall be permitted on any Lot, unless approved by the Board of Directors and unless such storage provides for a spill containment area with a volume of at least 110 percent of the storage amount. No items of any kind shall be stored on any portion of the Common Area.

4.04: Trash. No trash shall be stored outside on a Lot unless it is placed in a covered trash container which is located within an enclosed service yard. No refuse may be dumped or buried underground on any Lot. No items of any kind shall be dumped on any portion of the Common Area.

4.05: Vehicles. No parking shall be permitted on any portion of the Common Area and no vehicles shall be parked on any portion of a Lot, except within a building located on the Lot or the area of the Lot designed for parking. No inoperable vehicles will be allowed to be stored, long-term, on any Lot.

4.06: Animals. No animals shall be raised, bred, kept or regularly brought to the Development except for dogs or other animals which are trained to and are in fact assisting persons with disabilities and except for dogs which may be brought to the Development by an Owner if the conditions set forth in this Section 4.06 concerning dogs are met. The keeping of livestock, poultry, goats and other farm animals shall not be allowed. If an Owner desires to bring a dog to the



Development, such Owner may do so only if there are adequate facilities, such as a fenced yard, dog run or kennel, to contain the dog. All dogs must be in direct control of the person bringing the dog to the Development or kept within a fenced yard, dog run or kennel and no dogs will be allowed to run at large in the Development. No contractor or subcontractor shall be allowed to bring dogs to the Development during the course of construction of the Improvements on a Lot, with the exception of bird feeders, the feeding baiting, salting or other means of attracting wildlife is not permitted in the Development.

4.07: No Noxious Offensive Hazardous or Annoying Activities. No noxious or offensive activity shall be carried on upon any part of the Development nor shall anything be done or placed on any part of the Development which is or may become a nuisance or cause any unreasonable disturbance or annoyance to others. No activities shall be conducted on any part of the Development which are or might be unsafe or hazardous to any person or property. No glaring light, loud or annoying sound or vibration, smoke or unpleasant odor arising from the use of a Lot shall be permitted.

4.08: No Imperiling of Insurance. No Owner, no Owner's Guests, nor any lessee shall do anything or cause anything to be kept in or on the Development that might result in an increase in the premiums of insurance obtained by the Association or which might cause cancellation of such insurance, without the prior written consent of the Board of Directors first having been obtained.

4.09: No Violation of Law. No Owner, no Owner's Guests, nor any lessee shall do anything or keep anything in or on the Development which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

4.10: No Resubdivision. No Lot shall be resubdivided into smaller parcels or lots.

4.11: Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

4.12: Solar Applications. The installation or use of either active or passive solar equipment shall not be prohibited or restricted solely on the basis of aesthetic considerations, unless such considerations are reasonable and do not significantly increase the cost of such installation or use.

4.13: Temporary Structures, Occupancy and Incomplete Structures. No temporary structures or office trailers shall be allowed on any Lot other than in connection with and during the period of construction, alteration or demolition of the Improvements on a Lot. No space or area of any improvement on a Lot shall be occupied in any manner prior to completion of construction and the issuance of a temporary or permanent certificate of occupancy by the appropriate



governmental authority with respect to such space or area. No partially completed structure shall be allowed to remain on a Lot, except during the period of construction, alteration or demolition of such structure and providing that the completion of such construction, alteration or demolition is being pursued with reasonable diligence.

4.14: Variations. The Board of Directors shall be entitled to grant reasonable variations to the restrictions contained in this Article 4 in order to prevent undue hardship to any Owner or for any other good cause shown to exist by an Owner. Any such variance may be granted upon any such conditions as the Board of Directors shall determine. However, no variations shall be granted that would be inconsistent with the PUD Guide, as approved by Resolution No. 2009-09, unless the PUD guide is first amended by the Garfield County Board of Commissioners.

4.15: Weeds. Weeds shall not be allowed to thrive anywhere in the development. The Lot Owner's Association shall be authorized to ensure strict compliance with this section. Individual lot owners or their lessees shall be required to remove or eradicate weeds growing on its lot(s). The owners association shall be responsible for weed control and eradication on all common areas.

4.16: Drainage Easements. Drainage easements shall be under the control of the Lot Owner's Association. No lot owner or lessee shall obstruct any drainage area or improvement that would affect the proper functioning of the drainage easement or structure.

4.17: Storm Water Management Plans. Development of all lots are subject to State of Colorado regulations requiring the creation and submittal of a site-specific Storm Water Management Plan whenever site disturbance will exceed one (1) acre.

## **ARTICLE 5 ARCHITECTURAL CONTROL**

5.01: Design Approval. Initial Owner shall not be required to obtain the approval of the Association for the design of any Improvements to be constructed on any Lot owned by Initial Owner, but such design shall conform to the Design Guidelines. Except for such construction by Initial Owner, no Improvements may be constructed on a lot and no modifications to the exterior of any Improvements already constructed on a lot (including without limitation an addition to the structure or the painting of a structure a different color than previously) may be undertaken without in each case obtaining the prior written approval of the Board of Directors of the design of the proposed construction or modification. The Board of Directors shall not be required to grant approval of the design of any



construction or modification which would violate the use and occupancy restrictions of Section 4.01 hereof or any other restrictions contained in Article 4 hereof. In considering each request for design approval, the Board of Directors shall be guided by the Design Guidelines and shall attempt to assure that all improvements within the Development are architecturally compatible and in a compatible color scheme while allowing reasonable and tasteful deviations from the architectural design and style of the Development.

5.02: Approval Procedures. Whenever any Owner requests design approval from the Board of Directors, the Board of Directors may request that such Owner provide the Board of Directors with such items as the Board may reasonably request in order to inform the Board of Directors about the matter requiring approval. The Board of Directors shall not be required to take any action with respect to a requested design approval unless and until the Board of Directors receives all items reasonably requested by the Board of Directors. Once all of such items have been furnished to the Board of Directors, the Board of Directors shall have 30 days to approve the request as submitted, to approve the request with such reasonable conditions as the Board of Directors may require or to reject the request and, if the Board of Directors does not so act within such 30 day period, the request shall be deemed approved as submitted. If the request is approved, the matter approved shall be undertaken by the Owner in accordance with the items submitted to the Board of Directors and any conditions placed upon such approval by the Board of Directors.

5.03: No Liability. The Board of Directors shall not be responsible nor liable for damages because of any failure to act, disapproval nor failure to approve or disapprove any request for design approval or because of any defects in any items submitted to the Board of Directors in connection with any request for design approval. Any Owner requesting design approval by the Board of Directors by so doing agrees and covenants not to bring any action or suit to recover damages against the Board of Directors, its members as individuals, or its advisors, employees or agents or the Association and its officers and members.

5.04: Design of Property. It is the specific intent of the Declarant to assure that all development and improvement of the Lots is accomplished within the bounds of this Declaration. The design standards set forth herein or as may be adopted hereafter shall be interpreted and applied to serve such intent.

5.05: Adoption of Standards. The Association may, but is not required to, promulgate, adopt, and amend design standards or guidelines consistent with these covenants and additional to those set forth below. A current copy of the adopted, written design standards or guidelines, if any, shall be furnished to each Lot Owner upon written request.



5.06: Obligations with Respect to Zoning and Subdivision. All improvements and uses of a Lot shall fully comply with all zoning, land use, and subdivision statutes and regulations and conditions applicable to such Lot.

5.07: Architectural Control. No Improvement on any Lot shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to in writing and approved as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Board.

5.08: Enforcement. Any violation of these covenants for architectural and design review shall constitute a violation of this Declaration and all Association Documents, subject to enforcement by the Association. The Association is specifically authorized to impose appropriate fines, penalties or other sanctions against a Lot Owner for violation of the architectural and design review covenants, standards and guidelines, and any such monetary fine or penalty shall constitute a default assessment under Article 8 and may be collected as such.

5.09: Construction and Design Standards.

(a) Construction Standards. Construction or alteration of any Improvement(s) shall meet the standards set forth in these covenants and shall promptly and diligently be completed. For the purposes of these covenants, when a construction material is specified herein, another material may be used in lieu thereof, provided such material is equivalent or superior to the specified material.

(b) Finishes. All buildings shall have exterior walls of face brick, stone, metal, steel, concrete, marble, anodized aluminum, glass, stucco or equivalent permanently finished materials.

(c) Landscaping. Any portion of a Lot upon which improvements are not constructed may be landscaped in accordance with available legal and physical water supply for the Lot.

(d) Screening. All trash areas (and dumpsters) shall be maintained in permanently screened and fenced enclosures.

(e) Illuminations. Overnight security type lighting, and lighting for parking, truck service/receiving areas and outdoor storage areas will require fixtures that are of a sharp cut-off design which allow minimal light spill or glare onto adjacent property.

(f) Utilities. All pipes, conduits, cables, or lines for water, gas, sewage, steam, electricity, telephone or any other energy or service serving any individual Lot



from any main trunk line or easement shall be installed and maintained below ground, unless otherwise approved in writing by the Association.

(g) Signs. All signs shall conform with the written sign standards contained within the PUD Guide.

(h) Drainage Plan. Lot Owners shall not alter the grades established for drainage purposes. No fences, landscaping materials, or other obstructions shall be constructed in a manner that would prevent the flow of water or inhibit the function of the drainage plan as shown on the construction drawings submitted with the final plat approval.

## ARTICLE 6

### THE ASSOCIATION

6.01: Membership. (a) Initial Owner shall be a member of the Association for so long as Initial Owner is the Owner of any Lot. Each individual and each corporation, nonprofit corporation, partnership, limited partnership, limited liability company, limited partnership association, joint venture, trust, nonprofit association, cooperative or other legal entity capable of holding title to real property in Colorado shall automatically become a member of the Association upon becoming an Owner of a Lot. Membership shall be continuous throughout the period that such ownership continues and shall be appurtenant to and inseparable from ownership of a Lot. Membership shall terminate automatically without any Association action whenever any Initial Owner or any other Owner ceases to own any Lot. Termination of membership shall not relieve or release any former member from any liability or obligation incurred by virtue of or in any way connected with ownership of a lot or impair any rights or remedies which the Association or others may have against such former member arising out of or in any way connected with such ownership or membership.

(b) The total number of votes in the Association shall be six (6). The votes are hereby allocated equally to Lots 2 through 5, inclusive, with Lot 1 being allocated 2 votes. If there is only one Owner of a lot, such Owner shall be entitled to cast the vote allocated to such lot at any meeting of the members. If there are multiple Owners of a lot and only one of such multiple Owners is present at a meeting of the members, such Owner shall be entitled to cast the vote allocated to such lot. If there are multiple Owners of a lot and more than one of the multiple Owners of such lot are present at a meeting of the members, the vote allocated to such lot may be cast only in accordance with the agreement of a majority in interest of such Owners as such agreement may be reasonably evidenced to the person presiding over such meeting. It is reasonable evidence of the agreement of a majority in interest of multiple Owners of a lot if any one of such Owners casts the vote allocated to such lot without protest being made



promptly to the person presiding over the meeting of the members by any of the other Owners of such lot. Each member which is a corporation, nonprofit corporation, partnership, limited liability company, limited partnership association, joint venture, trust, nonprofit association, cooperative or other legal entity capable of holding title to real property in Colorado shall from time to time designate in writing to the Association one or more individuals who may represent it at a meeting and vote on its behalf. Until the Association is notified in writing to the contrary, any action taken by any person(s) designated in writing to represent such member shall be binding upon such member.

(c) The rights and obligations of members of the Association are further delineated in the Articles, the Bylaws and the Rules and each Owner is advised to obtain copies of the then current Articles, Bylaws and Rules upon becoming an Owner.

(d) Each member shall comply strictly with the provisions of the Declaration, the Articles, the Bylaws and the Rules. The failure of a member to comply strictly with such provisions shall permit the Association to take the actions outlined in the Declaration, the Articles, the Bylaws and the Rules to enforce any such provisions.

6.02: Powers of the Association. (a) The Development shall be administered and managed by the Association pursuant to this Declaration, the Articles, the Bylaws and the Rules. The Association shall have all of the powers expressed in, or implied from, the provisions of Section 38-33.3-302(1) of the Act and the provisions of the Declaration, the Articles, the Bylaws or the Rules subject, however, to the following limitations;

(i) except for the power to grant easements, licenses and concessions through or over the Common Area set forth in Section 38-33.3-302(1 )(i) of the Act, the Association shall not convey or encumber the Common Area unless all Owners and all First Lienors have given their approval thereof;

(ii) no part of the net earnings of the Association shall inure to the benefit of any member of the Association.

(b) Without limiting the generality of the foregoing, the Association shall have the power from time to time as it deems necessary and appropriate to adopt, amend and enforce the Rules in order to implement the provisions of the Declaration, including without limitation, Rules intended to promote the general health, safety and welfare of persons within the Development, to protect and preserve property and to regulate the use of the Common Area.

(c) All of the Rules adopted by the Association shall be reasonable and shall be uniformly applied. The Association may provide for enforcement of the Rules through reasonable and uniformly applied fines and penalties, which shall be



collectable by the Association as a charge pursuant to the provisions of Article 8 hereof. Each Owner, and such Owner's Guest, shall be obligated to and shall comply with and abide by the Rules and pay such fines or penalties upon failure to comply with or abide by the Rules. The Association shall not be responsible to any Owner or Guest for the non-observance by any other Owner or Guest of the Rules.

(d) The Association shall own the water system and all components thereof. At all times, the Association shall keep in full force and effect the West Divide Water Conservancy District Lease #070322SL(a), which shall be renewed annually, with costs allocated to the Subdivision Lot owners.

(e) The Association shall at all times comply with fire protection requirements of the Grand Valley Fire Protection District.

6.03: Board of Directors. The Board of Directors is hereby designated to act on behalf of the Association and shall be responsible for the control and management of the Association and the disposition of its funds and property; provided, however, that the Board of Directors may not act on behalf of the Association to: (a) amend the Declaration except in the instances set forth in the Declaration; (b) terminate the Development; or (c) elect directors or determine the qualifications, powers and duties, or terms of office of directors, but the Board of Directors may fill vacancies in the Board of Directors for the unexpired portion of any term. The number of directors, their terms of office and their qualifications shall be determined according to the laws. The members of the Association shall elect and may remove all directors.

6.04: Officers. The officers of the Association shall be a president, a secretary, a treasurer and such other officers as may from time to time be prescribed by the Bylaws. The terms of office of the officers of the Association and their qualifications shall also be determined according to the Bylaws. The Board of Directors shall elect and may remove the officers of the Association.

## ARTICLE 7

### MAINTENANCE AND INSURANCE

7.01: Maintenance by Owners. Each Owner shall be responsible for maintaining in a clean, safe, attractive and slightly condition and in good order and repair all portions of such Owner's Lot and Improvements. In performing such maintenance, no Owner shall do any act or work which impairs or otherwise affects the Common Area. If, in the reasonable judgment of the Association, an Owner has failed to maintain such Owner's lot and improvements in a clean, safe and attractive condition and in good order and repair, the Association may, after 10 day's notice to such Owner, perform all work deemed necessary by the



Association to place such lot and Improvements in conformity with the foregoing standards and shall have access to such lot and Improvements for such purposes. The Association shall be reimbursed by the Owner who or which failed to adequately maintain such Owner's Lot and Improvements for all costs of the work performed by the Association pursuant to the authorization contained in the preceding sentence in the manner set forth in Section 8.04 hereof.

7.02: Maintenance by the Association. (a) The Association shall be responsible for maintaining all portions of the Common Area. The costs of such maintenance shall be a Common Expense. If, however, the need to perform such maintenance results from the negligence or intentional act of an Owner or such Owner's Guests, such Owner shall reimburse the Association for all costs of such maintenance in the manner set forth in Section 8.04 hereof.

(b) The Association shall at all times maintain the Sediment Basin and shall remove accumulated sediments when they reach a level of 4,987.00 feet.

(c) The Association shall at all times comply with requirements of the Colorado Department of Public Health and Environment in the operation and maintenance of the Subdivision public water supply.

7.03: Maintenance of Individual Sewage Disposal Systems (ISDS). If a Lot is developed with permanent buildings, at least one building on each lot shall contain a minimum of one (1) bathroom containing a toilet and sink. All sewage disposal therefrom shall be disposed of by means of an engineered individual sewage disposal system designed by a Colorado registered professional engineer. Each ISDS shall be constructed in a manner to facilitate ready access for servicing the system.

The Association shall contract with an individual qualified and experienced in inspection and maintenance of ISDS to conduct inspections on an annual basis or such more frequent basis as the Association may deem necessary to determine each Lot's system maintenance requirements. The Association shall have the right to take any action necessary to enforce compliance with the operation and maintenance required for a properly functioning system. Any such action shall be at the individual Lot owner's expense.

The basic management plan for the operation and maintenance of the ISDS is as follows:

(a) Only wastewater from toilets, lavatories, showers and janitorial sinks used for restroom cleaning may be introduced into the individual sewage disposal systems. Other wastes, including grease, must be disposed of separately.

(b) Each septic tank should be inspected annually by the Lot Owner and pumped, if necessary, notwithstanding the Association's cleaning contract with a



septic tank systems cleaner.

(c) The septic tank should be pumped by a professional septic tank system cleaner with proper disposal of waste materials.

(d) Leach fields and septic tanks shall be located or isolated away from areas where vehicular traffic or other activities that could result in damage to the system components or compaction of soils will occur.

(e) The individual sewage disposal systems shall be protected from excess water from roof drains, surface drainage, irrigation water, leaky faucets, or leaky toilets.

Industrial and/or commercial wastewater discharges shall not be permitted through on-site wastewater disposal systems, including wastewater produced through manufacturing processes and vehicle washing activities. Only domestic wastewater shall be disposed of through the individual sewage disposal systems. At no time shall any hazardous or toxic materials used in or generated from a commercial or industrial activity or process be allowed to drain into an ISDS serving a facility. All such commercial or industrial waste shall be disposed of to an on-site, non-discharging system designed by a Registered Professional Engineer. Hazardous or toxic wastes collected in said non-discharging systems must be properly managed and disposed of in accordance with all applicable Federal, State and local laws and regulations. All non-discharging systems shall be included in the inspection schedule identified above.

7.03: Insurance. (a) The Association shall provide and keep in force the following insurance:

(i) Property damage insurance on any improvements that may be constructed on the Common Area insuring against loss by fire, lightning and the risks covered by the "all risks" endorsement of the insurer (which risks shall include at least vandalism, malicious mischief and those risks covered by a standard broad form coverage endorsement) in an amount not less than the full replacement cost of the insured property (without deduction for depreciation but less applicable deductibles and exclusive of the costs of land, excavation, foundations, paving and other items normally excluded from property policies) in an agreed endorsement amount. Such insurance may be carried in blanket policy form naming the Association as the insured. Any loss covered by such insurance must be adjusted with the Association whether or not the insurance proceeds with respect to that loss are payable to the Association. Such insurance proceeds shall be payable to the Association unless the Association shall have previously designated in writing an insurance trustee for that purpose, but in no event shall such insurance proceeds be payable to any Lienholder. The Association or the insurance trustee receiving such insurance proceeds shall hold such insurance proceeds in trust for the Association, the Owners and the



Lienholders as their interests may appear. Such insurance proceeds shall be disbursed in accordance with the provisions of Section 9.02 hereof and the Association, the Owners and the Lienholders are not entitled to receive payment of any portion of such insurance proceeds unless there is a surplus of such insurance proceeds after such disbursements have been made.

(ii) Commercial general liability insurance against claims and liability arising in connection with the ownership, existence, use, or management of the Common Area (including liability for death, personal injury and property damage) in the amount deemed sufficient by the Board of Directors insuring the Board of Directors, the Association, the managing agent (if any) and their respective employees, agents and all persons acting as agents, and the Owners (including Initial Owner). The policy of such insurance shall provide that it will also cover claims of one or more insured parties against other insured parties.

(iii) Such other insurance in such amounts as the Association may consider necessary or advisable against such other insurable hazards as the Association may from time to time wish to insure against.

(b) All insurance which is carried by the Association pursuant to the provisions of Section 7.03(a) hereof shall be issued by responsible insurance companies authorized to do business in the State of Colorado. Each policy of insurance described in Sections 7.03 (a)(i) and (ii) hereof shall contain the following provisions: (i) such policy shall not be materially modified or canceled without at least 30 days prior written notice to the Association and to each Owner and Lienholder whose or which address has been made known to the insurer; (ii) the insurer waives its rights of subrogation under such policy as to any claim against the Association, its officers, directors and employees, any Owner and members of such Owner's household and any Lienholder; (iii) each Owner is an insured person under such policy with respect to liability arising out of such Owner's membership in the Association; (iv) no act or omission by an Owner, unless acting within the scope of such Owner's authority on behalf of the Association, shall void such policy or operate as a condition to recovery under such policy; and (v) if, at the time of loss under such policy, there is other insurance in the name of an Owner covering the risk covered by such policy, the Association's policy shall provide primary insurance. If the insurance described in Sections 7.03 (a)(i) and (ii) hereof is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefor having been obtained, the Association promptly shall cause notice of such fact to be hand delivered or sent prepaid by United States mail to all Owners and to all Lienholders whose or which address has been made known to the Association.

(c) Each Owner shall be solely responsible for obtaining and maintaining any insurance covering loss or damage to any Improvements located on such Owner's lot and to any personal property on such Owner's lot and covering liability for injury, death or damage occurring on such Owner's lot. Any policy of



such insurance shall contain waivers of subrogation as to any claim against the Association, its officers, directors and employees, any Owner and such Owner's Guests and any Lienholder and shall be so written that the liability of the insurers issuing insurance obtained by the Association shall not be affected or diminished thereby.

(d) The costs of obtaining and maintaining all insurance which is carried by the Association pursuant to the provisions of Section 7.03(a) hereof shall be a Common Expense to be prorated among all Owners as set forth in the Declaration, notwithstanding the fact that the Owners may have disproportionate risk. To the extent that the Association settles claims under the insurance described in Section 7.03 hereof for damages to real property, any Owner whose or which negligence caused such loss shall reimburse the Association for the amount of all deductibles paid by the Association with respect to such claims in the manner set forth in Section 8.04 hereof.

## ARTICLE 8

### ASSESSMENTS AND CHARGES

8.01: Annual Assessments. (a) Until the Association establishes an annual assessment for Common Expenses for the initial fiscal year of the Association, Initial Owner shall pay all Common Expenses. The Association shall establish an annual assessment with respect to the initial fiscal year of the Association for the purpose of paying or creating a reserve for Common Expenses. The amount of the annual assessment for the initial fiscal year of the Association and for each fiscal year thereafter shall be based upon the Budget to be adopted by the Association. The Budget shall be based upon a good faith estimate of the Common Expenses to be paid or reserved for the fiscal year covered by the Budget including, without limitation, an estimate of the costs of the maintenance required to be performed by the Association pursuant to the provisions of Section 7.02 hereof during such fiscal year, an estimate of the costs of the insurance described in Section 7.03 hereof to be obtained by the Association during such fiscal year and an estimate of the amount of funds to be reserved during such year for the costs of the periodic refurbishing and replacement of those items which are to be maintained and repaired by the Association pursuant to the provisions of Section 7.02 hereof as such items wear out or become obsolete so that the costs of such periodic refurbishing or replacement may be paid through the annual assessments instead of special assessments. The annual assessment for each fiscal year shall be established only after a Budget is adopted in accordance with the provisions of Section 8.01(b) hereof. The Board of Directors may adjust the amount of an annual assessment during the fiscal year covered by such annual assessment from time to time as the Board of Directors may in its discretion deem necessary or advisable, but any such adjustment shall be based upon a revised Budget adopted by the Association in



accordance with the provisions of Section 8.0 (b) hereof.

(b) Beginning with the first fiscal year of the Association or in the event the Association desires to make an adjustment to an annual assessment previously established with respect to any such fiscal year, the Board of Directors shall adopt a proposed Budget to serve as the basis for the establishment of the annual assessment or the adjustment to the annual assessment (as the case may be). Within 30 days after the adoption of such proposed Budget, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver a summary of such proposed Budget to all Owners and shall set a date for a meeting of Owners to consider ratification of such proposed Budget not less than 14 nor more than 60 days after mailing or other delivery of the summary. Unless at that meeting Owners holding 80 percent or more of the total votes in the Association reject such proposed Budget, such proposed Budget shall be considered ratified, whether or not a quorum is present. In the event such proposed Budget is rejected, the Budget last adopted by the Association shall be continued until such time as the Owners ratify a subsequent Budget proposed by the Board of Directors and the proposed annual assessment or adjustment to the annual assessment shall be based upon such continued Budget.

8.02: Special Assessments. In addition to the annual assessments authorized in Section 8.01 hereof, the Association may establish at any time a special assessment for the purpose of paying or creating a reserve for, in whole or in part, the cost of any expense which the Association is entitled to incur pursuant to the provisions of this Declaration, the Articles or the Bylaws and which is not scheduled to be paid in a Budget adopted by the Association. No special assessment may be levied by the Association unless such special assessment has been approved by the Board of Directors and by the majority vote of the Owners present in person or proxy at a meeting called for such purpose at which a quorum was present.

8.03: Payments of Assessments. All annual assessments shall be payable in equal monthly installments or, at the option of the Association, in equal quarterly installments. Each installment of the annual assessments shall be due on the first day of the period to which it relates in the amount specified in the most recent written notice from the Association until the Association notifies an Owner in writing of a different amount. At the option of the Association, special assessments may be payable in a lump sum or in quarterly or monthly installments. Each special assessment shall be due 10 days after the Association gives an Owner notice of the amount of such Owner's assessment. The Association may charge and collect a late charge in the amount of \$25 (or in such other amount as may be established by the Board of Directors in the Rules) for any annual or special assessment which is not paid when due. In addition, the Association may charge and collect interest at an annual rate of 21 percent on any annual or special assessment which is not paid within 30 days after the due date thereof, which interest shall run from such due date until the date of



payment If the Association engages an attorney to collect any annual or special assessment not paid when due, the Owner responsible for the payment of such annual or special assessment shall reimburse the Association for all costs of collection of such annual or special assessment including, without limitation, reasonable attorneys' fees.

8.04: Charges. Each Owner shall be liable for all charges with respect to such Owner or such Owner's Lot as set forth in the Declaration which include, but are not limited to, the costs to be reimbursed to the Association by an Owner pursuant to the provisions of Sections 7.01, 7.02 and 7.03(d) hereof, fines and penalties for violations of the Rules as described in Section 6.02(b) hereof and the late charge described in Section 8.03 hereof. Any charge shall be payable within 10 days after notice of the amount of such charge is delivered to an Owner and, if not paid when due, shall thereafter bear interest at an annual rate of 21 percent. If the Association engages an attorney to collect any such charge not paid when due, the Owner responsible for the payment of such charge shall reimburse the Association for all costs of collection of such charge including, without limitation, reasonable attorneys' fees. Any charge collected by the Association shall be used by the Association in furtherance of its duties hereunder or to defray Common Expenses.

8.05: Liability of Owners. The liability for annual and special assessments of the Common Expenses is hereby allocated equally to each lot so that the Owners of each lot are liable for a portion of the total amount of the annual and special assessments for the Common Expenses equal to such total amount multiplied by such Lots Sharing Ratio; provided, however, that the Association may allocate on a reasonable basis the liability for annual and special assessments for those Common Expenses which benefit some but not all of the lots to the Owners of each lot so benefited. The amount of any annual and special assessment and charges payable with respect to an Owner or such Owner's lot shall be a personal obligation of the Owner of such lot and such Owner's heirs, devisees, personal representatives, successors and assigns and, if there are multiple Owners of one lot, such obligation shall be a joint and several obligation of each Owner of such lot. Except as set forth in Section 8.06 hereof, a party acquiring fee simple title to a lot shall be jointly and severally liable with the former Owner of the lot for all such amounts which had accrued and were payable at the time of the acquisition of fee simple title to the lot by such party without prejudice to such party's right to recover any of such amounts paid by such party from the former Owner. No Owner shall be exempt from liability for payment of such Owner's share of the Common Expenses either by waiver of the use or enjoyment of the Common Area or Easement or by abandonment of such Owner's lot.

8.06: Liability of Lienholders. The transfer of title to a lot pursuant to a foreclosure of a Security Interest or pursuant to any procedure in lieu thereof shall extinguish the lien for annual and special assessments and charges against



such lot described in Section 8.07 hereof as to payments which become due prior to such transfer but only to the extent such Security Interest has priority over the Association's lien as specified in Section 38-33.3-316(2)(b) of the Act. A Lienholder shall not be personally liable for any assessment or charge payable by the Owner of the lot encumbered by the Security Interest held by such Lienholder, but the Association agrees to accept any payment of such assessment or charge made voluntarily on behalf of such Owner by such Lienholder.

8.07: The Association's Lien. The Association shall have, from the date of recording of this instrument, a lien against each lot to secure payment to the Association of all annual and special assessments with respect to such lot and all charges with respect to each Owner of such lot together with interest thereon at the annual rate of 21 percent from the due date thereof and together with all costs and expenses of collecting such assessments and charges including reasonable attorneys' fees. The Association's lien shall be prior and superior to all other liens and encumbrances on a lot except: (a) liens and encumbrances recorded prior to the recordation of this instrument; (b) the Security Interest of a First Lienor with respect to such lot except to the extent specified in Section 38-33.3-316(2)(b) of the Act; (c) liens for real estate taxes and other governmental charges against such lot and (d) mechanic's and materialman's liens which by law may be prior to the Association's lien. The Association's lien shall attach from the date of recording of this instrument and shall be considered perfected without the necessity of recording a notice of default and claim of lien. Nevertheless, the Association may, as evidence of the Association's lien but not as a condition to enforcement of the Association's lien, record a notice of default and claim of lien executed by an officer or director of the Association and containing substantially the following information: (i) the legal description of the lot against which the lien is claimed; (ii) the name of the defaulting Owner(s) of such lot(s) indicated by the Association's records; (iii) the total unpaid amount together with interest thereon and the costs of collection as of the date of such notice; (iv) a statement that the notice of default and claim of lien is made by the Association pursuant to the Declaration; and (v) a statement that a lien is claimed and will be foreclosed against such lot in an amount equal to the amount stated as then due and any additional amounts thereafter becoming due. If the Association elects to file such notice of default and claim of lien, the Association shall send a copy of such notice of default and claim of lien to all Owners and all Lienholders whose or which name and address were made known to the Association of the lot against which such lien is claimed at their addresses last known to the Association within 10 days after the recording of such notice of default and claim of lien. The Association's lien may be foreclosed in the manner provided by Colorado for the foreclosure of mortgages encumbering real property. At its option, the Association may recover any amounts claimed to be due in a notice of default and claim of lien by an action for a money judgment. In any such foreclosure or action, the Owner(s) of the lot subject to such foreclosure or action shall be required to pay the costs and expenses of such



proceedings, including reasonable attorneys' fees. The Association shall be entitled to purchase the lot at any foreclosure sale, and to acquire, hold, lease, mortgage or convey the same. In any such foreclosure or action, the Court may appoint a receiver to collect all sums alleged to be due from the Owner(s) prior to or during the pendency of such foreclosure or action. The Court may order the receiver so appointed to pay any sums held by such receiver to the Association during the pendency of such foreclosure or action to the extent of the unpaid annual and special assessments and charges.

8.08: Statement of Unpaid Assessments and Charges. The Association shall furnish to an Owner of a lot, a designee of such Owner, a Lienholder with respect to a lot or a designee of such Lienholder, upon receipt by the Association of a written request accompanied by the payment of a fee in the amount of \$25 (or in such other amount as may be established by the Board of Directors in the Rules), a written statement setting forth the amount of the unpaid annual and special assessments and changes, if any, with respect to such lot. Such statement shall be furnished within 14 calendar days after receipt of such request and fee and is binding upon the Association, the Board of Directors and every Owner. If no statement is furnished to the requesting party within such 14 calendar day period, then the Association shall have no right to assert a lien upon the lot for unpaid annual and special assessments and charges which were due as of the date of the request.

8.09: Surplus Funds. Upon the determination by the Board of Directors that surplus funds of the Association remain after payment or provision for Common Expenses and any prepayment or provision for reserves, the Board of Directors may decide either to distribute such surplus funds to the Owners in accordance with the respective Sharing Ratios of their lots or to credit such surplus funds to the Owners in accordance with the respective Sharing Ratios of their lots against their respective liabilities for future Common Expenses.

## ARTICLE 9

### DAMAGE OR DESTRUCTION

9.01: Requirement of Repair and Restoration. In the event of any damage or destruction to any portion of the improvements located on the Common Area for which insurance is required to be maintained by the Association under the provisions of Section 7.03(a)(i) hereof, the Association shall cause such damaged or destroyed portion of the Development to be fully repaired or restored promptly after the occurrence of such damage or destruction unless such repair or restoration would be illegal under any state or local statute or ordinance governing health or safety.

9.02: Insurance Proceeds. The insurance proceeds paid to the Association as a result of the damage or destruction of any portion of the improvements located on the Common Area shall be disbursed by the Association first to the expenses of the repair or restoration of the damaged or destroyed portion of such improvements and the remainder shall be disbursed to the Owner of each lot or the Lienholder with respect to such lot, as their interests may appear, in accordance with the Sharing Ratio of such lot. If the costs of the repair or restoration of the damaged or destroyed portion of the improvements located on the Common Area required by Section 9.01 hereof are in excess of the insurance proceeds paid to the Association as a result of such damage or destruction, the excess amount shall be a Common Expense payable by the Owners in accordance with the respective Sharing Ratios of their lots.

9.03: Notice to Lienholders. Promptly after the occurrence of any fire or other casualty which causes damage or destruction of any portion of the improvements located on the Common Area for which insurance is required to be maintained by the Association under the provisions of Section 7.03 hereof and which the Association estimates will cost \$10,000.00 or more to repair, the Association shall deliver written notice thereof to all Lienholders whose or which address has been made known to the Association. The delivery of such written notice shall not be construed as imposing any liability whatever on any Lienholder to pay all or any part of the costs of repair or restoration.

## ARTICLE 10

### CONDEMNATION

If all or any portion of the Common Area is taken under any statute, by right of eminent domain, or by purchase in lieu thereof, then the Association (as attorney-in-fact for the Owners) shall collect the award made in such taking, shall promptly cause the portion of the Common Area not so taken to be restored. The costs of such restoration in excess of the amount of the award for such taking shall be a Common Expense payable by the Owners in accordance with the respective Sharing Ratio of their lots. The amount of the award paid to the Association as a result of any such taking which is not used for such restoration shall be disbursed by the Association to the Owner of each lot or the Lienholder with respect to such lot, as their interests may appear, in accordance with the Sharing Ratio of such lot.

## ARTICLE 11

### MISCELLANEOUS PROVISIONS

11.01: Enforcement and Remedies. The provisions of the Declaration which



create certain rights in Initial Owner shall be enforceable by Initial Owner and the other provisions of the Declaration shall be enforceable by the Association. In enforcing the Declaration, the Association shall be entitled to utilize any of the remedies set forth in Article 8 hereof and both Initial Owner and the Association and any other party entitled to enforce the Declaration shall be entitled to any remedy at law or in equity including without limitations, an action seeking a prohibitive or mandatory injunction or damages or both. In any action for the enforcement of the Declaration, the party or parties against which or whom enforcement is sought shall pay the reasonable attorney's fees and costs, including the reasonable attorney's fees for any appeal, incurred by the party enforcing the Declaration in the amount determined by the Court if the party enforcing the Declaration is the prevailing party in such action. The issuance of a building permit or certificate of occupancy which may be in contravention of the Declaration shall not prevent enforcement of the Declaration. All cost incurred by the Association in the enforcement of the Declaration shall be a Common Expense.

11.02: Duration. The Declaration shall continue and remain in full force and effect in perpetuity, as the same may be amended from time to time in accordance with the provisions of Section 11.03 hereof, unless the Declaration is sooner terminated by an amendment made in accordance with the provisions of Section 11.03 hereof.

11.03: Amendment. The provisions of the Declaration which create certain rights in Initial Owner may be amended only with the prior written consent of Initial Owner. Any amendment to the Declaration which proposes to terminate the Declaration or which proposes to amend the provisions of the Declaration pertaining to the Sharing Ratio of each lot, the allocation of the liability for Common Expenses and voting rights to each lot and the rights of Lienholders under the Declaration must be signed by all Owners and consented to in writing by all of the Lienholders whose or which name and address have been made known to the Association. The Association shall be entitled to amend the Declaration in those circumstances set forth in Section 38-33.3-107 of the Act. Except for the foregoing amendments, the provisions of this Declaration may be amended only by the recording of a written instrument or instruments specifying the amendment signed by the Owners who or which are entitled to vote at least 80 percent of the total votes in the Association.

11.04: Covenants Running with the Land. Each provision of the Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of the Declaration shall be deemed a covenant running with the land as a burden with and upon the title to each lot of real property within the Development for the benefit of any other real property within the Development.

11.05: Limited Liability. A director or an officer of the Association shall not be liable for actions taken or omissions made in the performance of his or her duties



except for wanton and willful acts or omissions. The liability of directors and officers shall be further limited by the provisions of Parts 4 and 5 of Article 128 of Title 7 of Colorado Revised Statutes and the provisions of the Articles and the Bylaws. Neither Initial Owner nor any member, manager, agent or employee of Initial Owner shall be liable to any party for any action or for any failure to act with respect to any matter arising in connection with the Declaration if the action taken or failure to act was in good faith and without malice.

11.06: Successors and Assigns. Except as otherwise provided herein, the Declaration shall be binding upon and shall inure to the benefit of Initial Owner and each subsequent Owner and their respective heirs, devisees, personal representatives, successors and assigns. Initial Owner and each subsequent Owner shall be fully discharged and relieved of liability with respect to the obligations of such party under the Declaration upon ceasing to own an interest in a lot and upon the payment of all sums and the performance of all other obligations of such party under the Declaration up to the time such party ceased to own an interest in a lot.

11.07: Successors to Initial Owner. The following shall be successors to Initial Owner: (a) any party to whom or which Initial Owner conveys all lots then owned by Initial Owner and assigns all rights of Initial Owner under the Declaration and who or which assumes all of Initial Owner's obligations under the Declaration; and (b) any Lienholder who or which obtains title to all lots owned by Initial Owner through foreclosure of the Security Interest held by such Lienholder or through any proceeding in lieu of such foreclosure and who or which assumes all of Initial Owner's obligations under the Declaration.

11.08: Notices to Owners and Association. Each Owner shall register such Owner's mailing address with the Association, and except for statements for the assessments, notices of Association meetings, other routine notices and notices which may be sent in another manner in accordance with the provisions of the Declaration, all notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to register such Owner's mailing address with the Association, such Owner's mailing address shall be deemed to be the address of such Owner's lot. All notices, demands or other notices intended to be served upon the Association shall be sent certified mail, postage prepaid, to the address of the Association as designated in the Bylaws.

11.09: Severability. Invalidity or unenforceability of any provision of the Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of the Declaration.





**EXHIBIT A**

Attached to and forming a part of the Declaration for Strong Subdivision and Planned Unit Development.

**LEGAL DESCRIPTION OF THE PROPERTY**

Lots 1 through 5, inclusive, of the Strong Subdivision and Planned Unit Development, according to the plat for Strong Subdivision and Planned Unit Development recorded February, \_\_\_\_\_, 2010, at Reception # \_\_\_\_\_ of the real estate records of Garfield County, CO.



## EXHIBIT B

Attached to and forming a part of the Declaration for Strong Subdivision and Planned Unit Development.

### MATTERS TO WHICH TITLE TO THE COMMON AREA MAY BE SUBJECT

- 1] Real property taxes and assessments for the year of conveyance, due and payable the subsequent year.
- 2] All matters set forth on the Final Plat of the Strong Subdivision and Planned Unit Development, recorded \_\_\_\_\_, 2010, at Reception Number \_\_\_\_\_ of the real estate records of Garfield County, CO, and all amendments and supplements thereto thereafter recorded in the real estate records of Garfield County, CO
- 3] The provisions of the Planned Unit Development Guide for Strong Subdivision and PUD, which was recorded February 3, 2009, at Reception Number 762609 of the real estate records of Garfield County, CO.

STRONG SUBDIVISION

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS STRONG SUBDIVISION ("Subdivision") SUBDIVISION IMPROVEMENTS AGREEMENT ("SIA") is made and entered into this \_\_\_\_\_ day of January, 2010,

by and between UNA DEVELOPMENT, LLC ("Owner") and the BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO, acting for the County of Garfield, State of Colorado, as a body politic and corporate, directly or through its authorized representatives and agents ("BOCC").

WHEREAS, Owner is the owner and developer of the Subdivision, which property is depicted on the Final Plat of Strong Subdivision ("Final Plat" or "Final Plat of the Subdivision"); and

WHEREAS, on December 8, 2008, the BOCC, by Resolution No. 2009-09, approved a preliminary plan for the Subdivision which, among other things, would create five (5) subdivision lots ("Preliminary Plan Approval"); and

WHEREAS, as a condition of approval of the Final Plat submitted to the BOCC, as required by the laws of the State of Colorado, Owner wishes to enter into this SIA with the BOCC; and

WHEREAS, Owner has agreed to execute and deliver a specific form of collateral to the BOCC to secure and guarantee Owner's performance under this SIA and has agreed to certain restrictions and conditions regarding the sale of properties and issuance of building permits and certificates of occupancy, all as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the BOCC and Owner ("parties") agree as follows:

1. FINAL PLAT APPROVAL. The BOCC hereby accepts and approves the Final Plat of the Subdivision, on the date set forth above, subject to the terms and conditions of this SIA, the Preliminary Plan Approval, and the requirements of the Garfield County zoning and subdivision regulations and any other governmental or quasi-governmental regulations applicable to the Subdivision ("Final Plat Approval"). Recording of the Final Plat shall be in accordance with this SIA and the terms prescribed herein.

2. OWNER'S PERFORMANCE AS TO SUBDIVISION IMPROVEMENTS.

a. Completion Date/Substantial Compliance. Owner shall cause to be constructed and installed the subdivision improvements, identified in the Exhibits defined in subparagraph 2.a., below ("Subdivision Improvements") at Owner's expense, including payment of fees required by Garfield County. The Subdivision Improvements shall be completed on or before the end of the first full year following execution of this SIA ("Completion Date"), in substantial compliance with the following:

i. Plans marked "Approved for Construction" for all Subdivision Improvements prepared by Colorado River Engineering, Inc. and ZAO Engineers, Inc. and submitted to the BOCC on \_\_\_\_\_, 2010, such plans are attached to and made a part of this SIA by reference as Exhibit "A"; the estimate of cost of completion, certified by and bearing the stamp of Owner's professional engineer(s) licensed in the State of Colorado ("Owner's Engineer"),



attached to and made a part of this SIA by reference as Exhibit "B"; and all other documentation required to be submitted along with the Final Plat under pertinent sections of the Garfield County subdivision and zoning regulations ("Final Plat Documents").

ii. All requirements of the Preliminary Plan approval.

iii. All laws, regulations, orders, resolutions and requirements of Garfield County and all special districts and any other governmental entity or quasi-governmental authority(ies) with jurisdiction.

iv. The provisions of this SIA.

b. Satisfaction of Subdivision Improvements Provisions. The BOCC agrees that if all Subdivision Improvements are constructed and installed in accordance with this paragraph 2; the record drawings to be submitted upon completion of the Subdivision Improvements, as detailed in paragraph 3(c), below; and all other requirements of this SIA, then the Owner shall be deemed to have satisfied all terms and conditions of the Preliminary Plan Approval, the Final Plat Documents and the Garfield County zoning and subdivision regulations, with respect to the installation of Subdivision Improvements.

### 3. SECURITY FOR SUBDIVISION IMPROVEMENTS.

Subdivision Improvements Letter Of Credit and Substitute Collateral. As security for Owner's obligation to complete the Subdivision Improvements, Owner shall deliver to the BOCC, on or before the date of recording of the Final Plat of the Subdivision, a Letter of Credit in the form agreed to be acceptable to the BOCC, attached to and incorporated in this SIA by reference as Exhibit "C" ("LOC"). The LOC shall be in the amount of \$101,373.63 representing the full estimated cost of completing the Subdivision Improvements with a sufficient contingency to cover cost changes, unforeseen costs and other variables (not less than 10% of the estimated cost and as approved by the BOCC), to guarantee completion of the remaining Subdivision Improvements. The LOC shall be valid for a minimum of six (6) months beyond the Completion Date for the Subdivision Improvements set forth in Paragraph 2.a., above. The BOCC, at its sole option, may permit the Owner to substitute collateral other than a Letter of Credit, in a form acceptable to the BOCC, for the purpose of securing the completion of the Subdivision Improvements subject of this Paragraph 3.a.

a. LOC Requirements and Plat Recording. The LOC required by this SIA shall be issued by a state or national banking institution acceptable to the BOCC. If the institution issuing the LOC is not licensed in the State of Colorado and transacting business within the State of Colorado, the LOC shall be "confirmed" within the meaning of the Uniform Commercial Code, Letters of Credit, §4-5-101, et seq., C.R.S., as amended, by a bank that is licensed to do business in the State of Colorado, doing business in Colorado, and acceptable to the BOCC. The LOC shall state that presentation of drafts drawn under the LOC shall be at an office of the issuer or confirmed located in the State of Colorado. The Final Plat of the Subdivision shall not be recorded until the security, described in this paragraph 3 has been received and approved by the BOCC.

b. Extension of LOC Expiration Date. If the Completion Date, identified in paragraph 2.a., above, is extended by a written amendment to this SIA, the time period for the validity of the LOC shall be similarly extended by the Owner. For each six (6) month extension, at the sole option of the BOCC, the face amount of the LOC shall be subject to re-certification by Owner's Engineer of the cost of completion and review by the BOCC.

c. Unenforceable LOC. Should the LOC become void or unenforceable for any reason, including bankruptcy of the Owner or the financial institution issuing or confirming the LOC, prior to the BOCC's approval of Owner's Engineer's certification of completion of the Subdivision Improvements, this SIA shall become void and of no force and effect and the Final Plat shall be vacated pursuant to the terms of this SIA.

d. Partial Releases of Security. Owner may request partial releases of the LOC, and shall do so by means of submission to the Building and Planning Department of a written request for partial release of LOC, accompanied by the Owner's Engineer's stamped certificate of partial completion of improvements. The Owner's Engineer's seal shall certify that the Subdivision Improvements have been constructed in accordance with the requirements of this SIA, including all Final Plat Documents and the Preliminary Plan Approval. Owner may also request release for a portion of the security upon proof that 1) Owner has a valid contract with a public utility company regulated by the Colorado Public Utilities Commission obligating such company to install certain utility lines; and 2) Owner has paid to the utility company the cost of installation as required by the contract. The BOCC shall authorize successive releases of portions of the face amount of the LOC as portions of the Subdivision Improvements, dealt with in this Paragraph 3, are certified as complete to the BOCC by the Owner's Engineer(s) and said certification is approved by the BOCC.

e. BOCC's Investigation. Notwithstanding the foregoing, upon submission of the Owner's written request for partial release of LOC, along with Owner's Engineer's certificate of partial completion of improvements, the BOCC may review the certification and may inspect and review the Subdivision Improvements certified as complete to determine whether or not they have been constructed in compliance with relevant specifications, as follows:

i. If no letter of potential deficiency is furnished to Owner by the BOCC within fifteen (15) business days of submission of Owner's written request for partial release of LOC, accompanied by Owner's Engineer's certificate of partial completion of improvements, all Subdivision Improvements certified as complete shall be deemed approved by the BOCC, and the BOCC shall authorize release of the appropriate amount of security.

ii. If the BOCC chooses to inspect and determines that all or a portion of the Subdivision Improvements certified as complete are not in compliance with the relevant specifications, the BOCC shall furnish a letter of potential deficiency to the Owner, within fifteen (15) business days of submission of Owner's written request for partial release of LOC, accompanied by Owner's Engineer's certificate of partial completion of improvements.

iii. If a letter of potential deficiency is issued identifying a portion of the certified Subdivision Improvements as potentially deficient, then all Subdivision Improvements not identified as potentially deficient shall be deemed approved by the BOCC, and the BOCC shall authorize release of the amount of security related to the Subdivision Improvements certified as complete and not identified as potentially deficient.

iv. With respect to Subdivision Improvements identified as potentially deficient in a letter of potential deficiency, the BOCC shall have thirty (30) days from the date of the letter to complete the initial investigation, begun under subparagraph 3.f.ii., above, and provide written confirmation of the deficiency(ies) to the Owner.

v. If the BOCC finds that the Subdivision Improvements are complete, in compliance with the relevant specifications, then the appropriate amount of security shall be authorized for release within ten (10) business days after completion of such investigation.



f. BOCC Completion of Improvements and Other Remedies. If the BOCC finds, within the thirty (30) day period of time, defined in subparagraph 3.f.iv. above, that the Subdivision Improvements are not complete, or if the BOCC determines that the Owner will not or cannot construct any or all of the Subdivision Improvements, whether or not Owner has submitted a written request for release of LOC, the BOCC may withdraw and employ from the LOC such funds as may be necessary to construct the Subdivision Improvements in accordance with the specifications, up to the face amount or remaining face amount of the LOC. In such event, the BOCC shall make a written finding regarding Owner's failure to comply with this SIA prior to requesting payment from the LOC. In lieu of or in addition to drawing on the LOC, the BOCC may bring an action for injunctive relief or damages for the Owner's failure to adhere to the provisions of this SIA regarding Subdivision Improvements. The BOCC shall provide the Owner a reasonable time to cure any identified deficiency(ies) prior to requesting payment from the LOC or filing a civil action.

g. Final Release of Security. Upon completion of all Subdivision Improvements, Owner shall submit to the BOCC, through the Building and Planning Department: 1) record drawings bearing the stamp of Owner's Engineer(s) certifying that all Subdivision Improvements have been constructed in accordance with the requirements of this SIA, including all Final Plat Documents and the Preliminary Plan Approval, in hard copy and digital format acceptable to the BOCC; 2) copies of instruments conveying real property and other interests which Owner is obligated to convey to the Homeowner's Association of the Subdivision at the time of Final Plat Approval; and 3) a written request for final release of LOC, along with Owner's Engineer's stamp and certificate of final completion of improvements.

i. The BOCC shall authorize a final release of the LOC after the Subdivision Improvements are certified as final to the BOCC by the Owner's Engineer(s) and said final certification is approved by the BOCC. If the BOCC finds that the Subdivision Improvements are complete, in accordance with the relevant specifications, the BOCC shall authorize release of the final amount of security, within ten (10) business days following submission of the Owner's written request for final release of LOC, accompanied by the other documents required by this paragraph 3.h.

ii. Notwithstanding the foregoing, upon Owner's written request for final release of LOC, accompanied by Owner's Engineer's certificate of final completion of improvements, the BOCC may inspect and review the Subdivision Improvements certified as complete. If the BOCC does so review and inspect, the process contained in paragraph 3.f., above, shall be followed.

iii. If the BOCC finds that the Subdivision Improvements are complete, in accordance with the relevant specifications, the BOCC shall authorize final release of security within ten (10) days after completion of such investigation.

iv. If the BOCC finds that the Subdivision Improvements are not complete, in accordance with the relevant specifications, the BOCC may complete remaining Subdivision Improvements, or institute court action in accordance with the process outlined in paragraph 3.g., above.

4. COUNTY ROAD 300 INTERSECTION WITH U.S.HIGHWAY 6. The Subdivision is required to provide its "fair share" monetary contribution to the improvement of the County Road 300 intersection with U.S. Highway 6. Garfield County is currently evaluating the intersection by conducting an engineering assessment of the intersection. Based on calculations made by the Owner, the Owner states the fair share contribution for the improvements to the intersection is \$28,513.00. This amount will be added to the other subdivision improvements calculations and

the LOC will be increased to \$101,376.63. The BOCC agrees this number is valid and will allow the subdivision to proceed with its Final Plat application and will not require the improvements to be completed prior to granting approval to the Subdivision Final Plat.

5. Signage. All signage required by the Garfield County Road and Bridge Department has been completed and no additional signage or security are necessary.

6. PUBLIC ROADS. All roads within the Subdivision shall be dedicated by the Owner to the public as public rights-of-way and shall be accepted by the BOCC, on behalf of the public, on the face of the Final Plat. The Subdivision Lotowner's Association shall be solely responsible for the maintenance, repair and upkeep of said rights-of-way, including the traveled surface of the roadways and portions of the rights-of-way outside of the traveled surface. The BOCC shall not be obligated to maintain any road rights-of-way within the Subdivision.

7. PUBLIC UTILITY RIGHTS-OF-WAY. Whether or not utility easements exist elsewhere in the Subdivision, all road rights-of-way within the Subdivision shall contain rights-of-way for installation and maintenance of utilities. Public utility easements shall be dedicated by the Owner to the public utilities on the face of the Final Plat, subject to the Garfield County Road and Right-of-Way Use Regulations, recorded as Reception No. 643477, in Book 1548, at Page 918 and as amended. The Subdivision Lotowner's Association shall be solely responsible for the maintenance, repair and upkeep of said public utility easements, unless otherwise agreed to with the public utility company(ies). The BOCC shall not be obligated for the maintenance, repair and upkeep of any utility easement within the Subdivision. In the event a utility company, whether publicly or privately owned, requires conveyance of the easements dedicated on the face of the Final Plat by separate document, Owner shall execute and record the required conveyance documents.

8. SALE OF LOTS. No lots, tracts, or parcels within the Subdivision may be separately conveyed prior to recording of the Final Plat in the records of the Garfield County Clerk and Recorder.

9. BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY. As one remedy for breach of this SIA, the BOCC may withhold issuance of building permits for any structure to be constructed within the Subdivision.

10. CONSENT TO VACATE PLAT. In the event the Owner fails to comply with the terms of this SIA, the BOCC shall have the ability to vacate the Final Plat as it pertains to any lots for which building permits have not been issued. As to lots for which building permits have been issued, the Plat shall not be vacated and shall remain valid. In such event, the Owner shall provide the BOCC a plat, suitable for recording, showing the location by surveyed legal description of any portion of the Final Plat so vacated by action of the BOCC. If such a Plat is not signed by the BOCC and recorded, or if such Plat is not provided by the Owner, the BOCC may vacate the Final Plat, or portions thereof, by resolution.

11. ENFORCEMENT. In addition to any rights provided by Colorado statute; the withholding of building permits and certificates of occupancy, provided for in paragraph 10, above; the provisions for release of security, detailed in paragraph 3, above; and the provisions for plat vacation, detailed in paragraph 11, above, it is mutually agreed by the BOCC and the Owner, that the BOCC, without making an election of remedies, and any purchaser of any lot within the Subdivision shall have the authority to bring an action in the Garfield County District Court to compel enforcement of this SIA. Nothing in



this SIA, however, shall be interpreted to require the BOCC to bring an action for enforcement or to withhold permits or certificates or to withdraw unused security or to vacate the Final Plat or a portion thereof, nor shall this paragraph or any other provision of this SIA be interpreted to permit the purchaser of a lot to file an action against the BOCC.

12. NOTICE BY RECORDATION. This SIA shall be recorded in the Office of the Garfield County Clerk and Recorder and shall be a covenant running with title to all lots, tracts and parcels within the Subdivision. Such recording shall constitute notice to prospective purchasers and other interested persons as to the terms and provisions of this SIA.

13. SUCCESSORS AND ASSIGNS. The obligations and rights contained herein shall be binding upon and inure to the benefit of the successors and assigns of the Owner and the BOCC.

14. CONTRACT ADMINISTRATION AND NOTICE PROVISIONS. The representatives of the Owner and the BOCC, identified below, are authorized as contract administrators and notice recipients. Notices required or permitted by this SIA shall be in writing and shall be effective upon the date of delivery, or attempted delivery if delivery is refused. Delivery shall be made in person, by certified return receipt requested U.S. Mail, receipted delivery service, or facsimile transmission, addressed to the authorized representatives of the BOCC and the Owner at the address or facsimile number set forth below:

Owner: Una Development, LLC  
Post Office Box 809  
Silt, CO 81652  
Telephone: 970.379.3265  
Fax:

BOCC: Board of County Commissioners of Garfield County, CO  
Building & Planning Director  
108 8th Street, Suite 401  
Glenwood Springs, CO 81601  
Phone: (970) 945-8212  
Fax: (970) 384-3470

15. AMENDMENT AND SUBSTITUTION OF SECURITY. This SIA may be modified, but only in writing signed by the parties hereto, as their interests then appear. Any such amendment, including by way of example, an amendment to extend the Completion Date, substitute the form of security or approve a change in the identity of the security provider/issuer, shall be considered by the BOCC at a scheduled public meeting. If such an amendment includes a change in the identity of the provider/issuer of security, due to a conveyance of the Subdivision by the Owner to a successor in interest, Owner shall provide a copy of the recorded assignment documents to the BOCC, along with the original security instrument. Notwithstanding the foregoing, the parties may change the identification of notice recipients and contract administrators and the contact information provided in paragraph 15, above, in accordance with the provisions of that paragraph and without formal amendment of this SIA and without consideration at a BOCC meeting.

16. COUNTERPARTS. This SIA may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

17. VENUE AND JURISDICTION. Venue and jurisdiction for any cause arising out of or related to this SIA shall lie with the District Court of Garfield County, Colorado, and this SIA shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have signed this SIA to be effective upon the date of Final Plat Approval for the Subdivision.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

**OWNER**

By: \_\_\_\_\_  
George Strong, Manager

Date: \_\_\_\_\_

STATE OF COLORADO            )  
  )ss.  
COUNTY OF GARFIELD        )

Subscribed and sworn to before me by George Strong, Manager, authorized representative of Una Development, LLC, Owner of the Subdivision, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESS my hand and official seal.

My commission expires:

Notary Public: \_\_\_\_\_



**EXHIBIT A**

Plans marked "Approved for Construction" prepared by Colorado River Engineering, Inc., and ZAO Engineers, LTD, submitted to the Board of County Commissioners on even date herewith, consisting of the following list of drawings:

- 1] Water Plan - ZAO Engineering, LTD
- 2] Strong PUD Potable Water Plan - Colorado River Engineering, Inc.
- 3] Erosion Control Plan - ZAO Engineering, LTD
- 4] Bud's Way As-Built Detail - ZAO Engineering, LTD

**ZAO Engineers, Ltd.**  
**2764 Compass Drive, #230**  
**Grand Junction, CO 81506**  
**(970) 241-5623**

**STRONG PUD – Improvements Cost Estimate**

**Domestic Water:**

Four lines travel a total of 800 linear ft to individual meter / distribution pits

**Total: \$16,930 (estimate based on on-site existing comparables)**

Water treatment per CDPH

Water chlorinators, Pump house, Meters, Plumbing/Electrical

**Total: \$38,130.63 (see attached estimate per Colorado River Engineering)**

**Electric:**

Electric drops to lots two thru five

**Total: \$7,000 (per Xcel Energy)**

**Telephone:**

Fiber conduit to lots two thru five

**Total: \$1,600 (per Qwest)**

**Roadway and Drainage:**

Widening of existing cul-de-sac and installation of drainage around it

Place top dressing over cul-de-sac.

Construct drainage ditch South-East 409 ft.

**Total: \$ 9,200 (estimate based on '07/'08 Saylor Cost Estimate Guide)**

**Grand Total: \$ 72,860.63**

The estimates listed above and associated details were reviewed by this engineer.

The Roadway and Drainage estimate represents ~ 3 ½ % of dirt work remaining to be done on the site. The dollar total indicated reflects the Saylor cost input and a factor generated from incurred actual expenses for the completed ~96 ½ % dirt work.

Respectfully submitted,

Keith Mendonhall, PE  
 ZAO Engineers, Ltd.





Table 1 - Strong PUD - Water Treatment System				Work To Be Completed	
Engineers Estimate of probable construction costs - Subdivision Improvements				%	\$
	Quantity	Units	Unit cost	Cost	
<b>Water Disinfection System</b>					
Grundfos SQE Pump	1	each	\$3,000.00	\$3,000.00	100% \$ 3,000
Pulsa Chemical Feed Pumps	2	each	\$400.00	\$800.00	100% \$ 800
Well Pump Control	1	each	\$500.00	\$500.00	100% \$ 500
55-Gal NSF Chlorine Solution Tank	1	each	\$100.00	\$100.00	100% \$ 100
Chlorine solution Injectors	2	each	\$100.00	\$200.00	100% \$ 200
Test Kit	1	each	\$75.00	\$75.00	100% \$ 75
Water Meter, Misc Pumphouse plumbing fittings	1	LS	\$1,200.00	\$1,200.00	100% \$ 1,200
Pumphouse Electrical Parts (disconnect, heaters, lights etc)	1	LS	\$1,500.00	\$1,500.00	100% \$ 1,500
Storage Tanks - 1,100 gal NSF	2	each	\$1,500.00	\$3,000.00	100% \$ 3,000
Pumphouse & Doors	200	sq ft	\$70.00	\$14,000.00	100% \$ 14,000
Plumber	30	hrs	\$75.00	\$2,250.00	100% \$ 2,250
Electrician	30	hrs	\$75.00	\$2,250.00	100% \$ 2,250
Certified Pump Installer	20	hrs	\$100.00	\$2,000.00	100% \$ 2,000
				SUB-TOTAL:	\$30,875.00
				Miscellaneous and Contingencies (15%):	\$4,631.25
				Surveying(1.5%):	\$463.13
				Engineering Construction Inspection (7%):	\$2,161.25
				<b>TOTAL:</b>	<b>\$38,130.63</b>
This opinion of probable construction cost was prepared for project security planning purposes. Actual costs may vary due to refinement of project scope, bid, contractor availability, and market fluctuations.					





**Alpine Bank**

EXHIBIT C

**IRREVOCABLE STANDBY LETTER OF CREDIT**

Date of Issue: JANUARY 19, 2010  
Amount: \$101,373.63  
Number: 4160239433  
Expiration Date: AUGUST 10, 2010

APPLICANT: UNA DEVELOPMENT, LLC

BENEFICIARY: BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY.

PURPOSE: SUBDIVISION IMPROVEMENTS AGREEMENT

To Whom It May Concern:

We hereby establish in Beneficiary's favor, at the request and for the benefit of Applicant, our Irrevocable Standby Letter of Credit in an amount not to exceed \$101,373.63 (U.S. \$101,373.63). The purpose of this letter is to secure the performance of and the compliance with the Agreement, by and between, Applicant and Beneficiary.

Beneficiary shall promptly notify Bank when a default or event of default of said agreement occurs. Your notification shall include any notice or order required to be sent to Applicant pursuant to the agreement. Notice shall be by telephone and in writing to:

ALPINE BANK RIFLE  
ATTENTION: KARRIE FLETCHER  
100 EAST 4<sup>TH</sup> STREET  
RIFLE, COLORADO 81650  
970-625-9610

We hereby agree to honor drafts drawn under and in compliance with the terms of this Letter of Credit if duly presented to a loan officer at 100 EAST 4<sup>TH</sup> STREET, RIFLE, COLORADO, during normal business hours on or before the expiration date. Partial drawings are permitted. This Letter of Credit is not transferable.

The conditions for payment of any draft drawn against this Letter of Credit are as follows:

1. Receipt by Bank of Beneficiary's manually signed statement by an authorized signatory certifying that Applicant has failed to perform with, or comply in accordance with, the provisions of said agreement by and between Applicant and Beneficiary, and stating the dollar amount of the default.





# Alpine Bank

---

2. Presentation of the original Letter of Credit to Bank, endorsed on the reverse side with the words: "BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY." in the amount requested, then manually signed by an authorized signatory.

This Letter of Credit shall be governed by Article V of the Uniform Commercial Code as in effect in the State of Colorado on the date of issue. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this credit is referred to, or to which this credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement.

ALPINE BANK

By: 

KARRIE FLETCHER, VICE PRESIDENT



# Alpine Bank

## Rifle

100 East 4th Street  
Rifle, Colorado 81650  
970-625-9610  
Fax 970-625-9616

January 27, 2010

Board of County Commissioners of Garfield County

RE: Una Development, LLC

To whom it may concern:

This letter is in regards to the letter of credit dated January 19, 2010. This letter of credit is secured by held funds from a real estate secured line of credit. This line of credit does mature on August 10, 2010, however at this time there is no foreseen reason that this line of credit would not be renewed.

Please feel free to contact me directly at (970) 625-7278 if you have any questions.

Sincerely,

Karrie S. Fletcher  
Vice President



## WELL SHARING AGREEMENT

THIS AGREEMENT is entered into by and between UNA DEVELOPMENT, LLC, a Colorado Limited Liability Company, and lot purchasers of lots within the Strong Subdivision Planned Unit Development.

### WITNESSETH

WHEREAS, Una Development, LLC (hereinafter Developer) owns certain property in Garfield County, Colorado, specifically the Strong Subdivision and Planned Unit Development (hereinafter Development), County of Garfield, State of Colorado the final plat of which is recorded as Reception Number \_\_\_\_\_ in the Garfield County Clerk and Recorder's Office; and

WHEREAS, a water well commonly referred to as the Strong Well and permitted as Colorado Division of Water Resources Well Permit Number 67484-F (a copy of said permit is attached hereto as Exhibit A and incorporated herein by this reference), currently exists on Parcel 3, and provides a water supply to all parcels in the development.

WHEREAS, the parties desire to ensure the supply of water to all parcels in the development now and in the future, and desire to set forth their understanding and agreements with regard to the future ownership, use and maintenance of the Strong Well.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged, the partes agree as follows:

1. The Strong Well structure and related facilities, including the pump, pipelines, well equipment, and well permit, shall be owned by the Strong Lot Owners Association. The parties further agree that their respective interests in the Strong Well shall be appurtenant to the benefited lots, and such interests may not be conveyed separately for the respective lots. The water rights for the well, as augmented, are owned by the Strong Lot Owners Association for the benefit of all owners.

2. Una Development, LLC, will reserve and/or convey all necessary easements to the Strong Lot Owners Association for supplying water to all lots in the development, and for the operation, maintenance, repair and replacement of the Strong Well, its pump, pipelines and well equipment.

3. All costs incurred for the operation, repair, maintenance and replacement of the Strong Well, its pump, common pipelines and well equipment which are deemed to commonly benefit the owners shall be paid according to the following formula: Lot 1 two-sixths (2/6); Lots 2 through 5, inclusive, one-sixth (1/6). However, each owner shall bear the cost of operation, repair, maintenance and replacement of pipelines or other components which are not used in

common, but which are used solely to provide water service to that owner's lot. It is the intent of the parties that each owner will be solely responsible for the operation, repair, maintenance and replacement of that part of the water delivery system which is solely used to provide water service from the well to that owner's lot.

4. The parties acknowledge that pump electric charges will be paid by the Strong Lot Owner's Association. Monthly dues will be assessed by the Association, a portion of the assessment shall include the electric bill for the Strong Well. Lot 1 shall pay two-sixths of the bill, Lots 2 through 5, inclusive, shall each pay one-sixth (1/6).

5. In the event that any owner determines that repair, maintenance, improvements, or replacements are necessary for the well structure, pipelines or appurtenant common facilities, such owner shall notify the other owners in writing. The owners agree to cooperate for the purpose of entering into mutual agreements for completion and payment of such repairs, maintenance, improvement or replacement costs. Should the parties fail to reach mutual agreement on payment or shared costs and expenses, the Association for the development shall be authorized to hear and settle such a dispute after review of all facts, which decision shall be binding on all owners. Any owner shall be entitled to make any and all reasonable improvements in an emergency which are essential for the proper functioning of the well, pump, pipeline or appurtenant facilities and to seek reimbursement from the other owners.

6. The parties agree that all common expenses and costs incurred for the operation, repair, maintenance and replacement of the well, its pump and common pipelines shall be paid by the Strong Lot Owners Association.

7. Each owner shall be entitled to its proportionate share of the water produced from the Strong Well, subject to the Declaration of Covenants of the development and the conditional approval of Well Permit #67484-F. No owner shall use more than its proportionate share of the water physically available from the well. Each party agrees that the water withdrawn from the well shall be used only for those uses itemized in the Planned Unit Development Guide recorded at Reception Number 762609 in the records of the Garfield County Clerk and Recorder. The parties further agree that the water from the Strong Well shall be used in accordance with any other terms and conditions imposed on the well permit.

8. No owner may waste water, and each owner shall exercise prudence and conservation in the use of the water. The owners each agree to exercise such prudence and conservation to allow for efficient and beneficial use of the well and to avoid burdening the aquifer and well pump unnecessarily.

9. In the event that any quasi-government, government or judicial authority imposes future requirements or restrictions on the use of the Strong Well, the owners agree to mutually comply with such requirements to ensure a continuing water supply for each parcel. The parties agree to share equally in any costs associated with such compliance.



10. In the event the Strong Well should ever run dry or fail for any reason, the owners may decide either to redrill the well or drill a new well. Should the owners fail to reach agreement on the proper remedy, the Strong Lot Owners Association shall be requested to make such a decision, which decision shall be binding on the owners.

11. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, devisees, executors, administrators, transferees and successors in interest.

12. The language used in this Agreement and all parts thereof shall be construed as a whole according to its plain meaning and not strictly for or against any party.

13. If any covenant, term, condition or provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such covenant, term, condition or provision shall be severed or modified to the extent necessary to make it enforceable, and the resulting agreement shall remain in full force and effect.

14. This document embodies the entire and complete agreement of the parties on the subject matter herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transactions contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understanding between the parties are integrated and merged into this Agreement.

15. This Agreement may be amended from time to time by amendments made by the parties in written form and executed in the same manner as this Agreement. This Agreement shall be recorded with the Garfield County Clerk and Recorder. Any future amendment to the Agreement shall also be recorded in the same manner.

16. The Developer states this agreement shall run with the parcels of land as described on the Final Plat of the Strong Subdivision and Planned Unit Development, Garfield County, CO, recorded \_\_\_\_\_, 2010, at Reception Number \_\_\_\_\_ and any amendments thereto, and be a burden and benefit upon those properties.

17. This Agreement may be executed in duplicate original counterparts, each of which shall constitute an original but all which shall constitute one and the same document.

18. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by facsimile transmission, electronic mail or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the appropriate parties. All notices by hand delivery shall be effective upon receipt. All facsimile or electronic mail transmission shall be effective upon transmission receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States Mail with the proper address and postage.

19. The terms of this Agreement and the obligations, duties, responsibilities and benefits hereunder shall survive closing on any conveyance of real property described herein, and shall not merge with the deed or other conveyance documents.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth next to their signatures.

UNA DEVELOPMENT, LLC

\_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser of Parcel \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF COLORADO    )  
                                  )ss.  
COUNTY OF GARFIELD    )

Acknowledged, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, Manager of Una Development, LLC.

WITNESS my hand and official seal.  
  
\_\_\_\_\_

My commission expires: \_\_\_\_\_



Form No.  
GWS-25

**OFFICE OF THE STATE ENGINEER**  
**COLORADO DIVISION OF WATER RESOURCES**  
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

EXST

WELL PERMIT NUMBER 67484 - F -  
DIV. 5      WD 39      DES. BASIN      MD

APPLICANT

GEORGE P STRONG  
PO BOX 808  
SILT, CO 81652-

(970) 379-3265

APPROVED WELL LOCATION

GARFIELD COUNTY  
SW 1/4 SW 1/4 Section 27  
Township 7 S Range 96 W Sixth P.M.

DISTANCES FROM SECTION LINES

90 Ft. from South      Section Line  
1100 Ft. from West      Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting:      Northing:

**CHANGE/EXPANSION OF USE OF AN EXISTING WELL**

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

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) for the construction of a well, appropriating ground water tributary to the Colorado River, on the condition that the well shall be operated only when the West Divide Water Conservancy District's substitute water supply plan, approved by the State Engineer, is in effect, and when a water allotment contract between the well owner and the West Divide Water Conservancy District for the release of replacement water from Ruedi Reservoir is in effect, or under an approved plan for augmentation. WDWCD contract #070322SL(a) (amended).
- 4) Approved for the use of, an existing well, constructed on March 28, 1997, to a depth of 35 feet under permit no. 201120 (canceled) and later permitted for an expansion of use with a pump being installed November 7, 2007, under permit no. 66018-F (canceled) and later permitted for an expansion of use under permit no. 66544-F (canceled). Issuance of this permit hereby cancels permit no. 66544-F.
- 5) The use of ground water from this well is limited to fire protection, six (6) office units, five (5) warehouse units, the irrigation of not more than 5,000 square feet (0.11 of an acre) of gardens, lawns and landscaping. All use of this well will be curtailed unless the water allotment contract or a plan for augmentation is in effect. This well is known as Strong Well.
- 6) The pumping rate of this well shall not exceed 15 GPM.
- 7) The average annual amount of ground water to be appropriated shall not exceed 2.89 acre-foot (941,706 gallons).
- 8) The owner shall mark the well in a conspicuous place with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
- 9) This well shall be located not more than 200 feet from the location specified on this permit and at least 600 feet from any existing well, completed in the same aquifer, that is not owned by the applicant.
- 10) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.

NOTE: Canceled permit nos. 201120, 66018-F and 66544-F were previously issued for this well at this location. *Jm*

NOTE: Parcel Identification Number (PIN): 23-2409-273-00-002

NOTE: Assessor Tax Schedule Number: R460074

*08/29/2008*

APPROVED  
DMW

*Diak Wolfe*  
\_\_\_\_\_  
State Engineer

*Light M. Mitchell*  
\_\_\_\_\_  
By

Receipt No. 9503067

DATE ISSUED      08-29-2008

EXPIRATION DATE

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that UNA DEVELOPMENT, LLC, a Colorado Limited Liability Company, Seller, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, in hand paid, the receipt of which is hereby acknowledged, at or before the ensealing and delivery of these presents, by STRONG LOT OWNERS ASSOCIATION, INC., a Colorado for-profit corporation, whose address is c/o Una Development, LLC, P.O. Box 809, Silt, CO 81652, Purchaser. Seller has bargained and sold, and by these presents does grant and convey unto the said Purchaser, the heirs, executors, administrators, successor and assigns thereof, the following personal property:

See Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto the said Purchaser, the heirs, executors, administrators, successors and assigns thereof forever. And the Seller does covenant and agree to and with the said Purchaser, to WARRANTY AND DEFEND the sale of the said goods and chattels hereby sold unto the said Purchaser, the heirs, executors, administrators, successors and assigns thereof, against all and every person and persons whomsoever.

Seller:

UNA DEVELOPMENT, LLC

By: \_\_\_\_\_  
George Strong, Manager

STATE OF COLORADO    )  
  )ss.  
COUNTY OF GARFIELD    )

Acknowledged, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, Manager of Una Development, LLC.

WITNESS my hand and official seal.

\_\_\_\_\_

My commission expires: \_\_\_\_\_



## EXHIBIT A

- 1] The public water system for the Strong Subdivision including the well, well permit #679484-F, West Divide Water Conservancy District Lease #070322SL(a), pump, service lines, tanks, meters, and pumphouse.
- 2] All interests in and to easements and common areas designated on the Strong Subdivision and P.U.D. plat recorded at Reception Number \_\_\_\_\_ in the real estate records of Garfield County, CO.
- 3] All components of the fire protection system including water storage tanks, distribution lines and hydrants.

**BROWN & WILLS, LLP**

Attorneys at Law  
801 Colorado Ave.  
Glenwood Springs, CO 81601  
(970) 945-2361 (OFFICE) (970) 945-8903 (FAX)  
January 27, 2010

Board of County Commissioners  
108 8<sup>TH</sup> Street, Ste 219  
Glenwood Springs, CO 81601                      Re: Strong PUD/Subdivision

Dear Members of the Board:

The Strong Subdivision Final Plat Application Amendments are being submitted for approval. In this package, the applicant is no longer required to obtain a state highway access permit. Garfield County has assumed the role as the delegated party to obtain a permit to make improvements to the intersection at CR 300 and US 6. The Strong Subdivision owners have agreed to pay their fair share of intersection improvements when made.

The applicants here were never financially able to undertake the costs of obtaining a state highway access permit, let alone constructing a whole new intersection. Traffic using the intersection at CR 300 and US 6 was increased over the past 10 years solely because of County approvals of developments in the immediate vicinity WITHOUT any commitment from developers and subdividers to assist in constructing a new intersection. You as a Board had applicant after applicant coming through the approval system, entities that should have been required to accept, or at least agree to accept, some of the responsibility of reconstructing the intersection that was demanded by CDOT. Dan Roussin of CDOT maintains he has asked for this repeatedly. But not until the Strong Subdivision was submitted did this intersection construction become an overwhelming necessity. The Strong's became the target and their tiny subdivision has been treated like some development pariah since. Erroneous assumptions and conclusions have been foisted upon their project, along with false accusations and impossible conditions for future approval.

The Strong parcel has always had access to CR 300, which is the access to a state highway from this property, and it still has access. The Planning Office found this application complete initially, a finding that presumptively includes legal access since the statute of concern states that an application for subdivision cannot be submitted unless the plan provides all lots have access to the state highway system. The land adjoins



CR 300 and anyone can access the land via CR 300 from a point several miles east of the intersection of CR 300 and US 6. To say that this property requires an access permit is to ignore your own approval of the Pioneer Glen Subdivision on CR 300 in June 2008, only two miles east of the Strong property. The Strong property and Pioneer Glen both have access to the state system in accordance with the access code. Access is to the east from the property on CR 300, yet this point was ignored by the County Attorney, CDOT and the County Planning office in their review of the Strong subdivision. Instead, it was simply presumed that Strong did not have access and the County Attorney and Planning office advised the Board in executive session to require Mr. and Mrs. Strong not only to get a state highway access permit, but to build the intersection BEFORE they could even get a final plat.

There is nothing in the county rules and regulations that justify the County disregarding the fact that the Strong Subdivision property has legal access directly on CR 300 and thus has access to a state highway to the east of the property, as well as the west. This position of the County Attorney and County Planner was to effectively sterilize the Strong property from any development simply because CDOT opined that the Strong Subdivision had to have an access permit and build a whole new intersection at CR 300 and US 6. Since this application was filed, this intersection has seen a decline in traffic of more density than any increase in use the Strong Subdivision would ever cause upon build-out of the five lots. The subdivision is for a contractor's yard, not some intense use with monster trucks and hundreds of employees. Preventing the Strongs from being able to plat and use their property while Garfield County arranges for a new intersection is unjust and unreasonable.

The Strong subdivision is a five lot family owned project. It has been treated as a pariah for no legitimate reason by staff, and the Board has fallen into the process and extended approval to the point that Mr. Strong will soon be unable to obtain financing or tenants. The December 2008 approval of the preliminary plan is now over a year old and final approval is now nearly two years since application. There is no valid reason remaining to deny final approval of this project, unless extinction of it is the county goal.

Sincerely,



Walter E. Brown III



November 4, 2009

Eric D. McCafferty

Compass Mountain Land Use, LLC

Post Office Box 86

Glenwood Springs, CO 81602

***RE: Strong Subdivision Final Plat Review***

Dear Eric,

This office has completed its review of the Final Plat Application for the Strong Subdivision and deemed the Application technically incomplete. In order for this department to continue our review, please address the following points below:

I. General Final Plat Application Submittal requirements

The following general application materials are required for all types of subdivisions in Garfield County. Application materials that are specific to an individual application type (such as a Final Plat) are detailed in Section 5-501 of Article V of the Unified Land Use Resolution (ULUR) of 2008. The following three items were not included in the submittal. Please revise.

- ✓ 1. Copy of the deed showing ownership. Additionally, submit a letter from the property owner(s) if the owner is being represented by another party other than the owner. If the property is owned by a corporate entity (such as an LLC, LLLP, etc.), please submit a copy of recorded "Statement of Authority" demonstrating that the person signing the application has the authority to act in that capacity for the entity.
- ✓ 2. Vicinity map: An 8 ½ x 11 vicinity map locating the parcel in the County. The vicinity map shall clearly show the boundaries of the subject property and all property within a 3-mile



radius of the subject property. The map shall be at a minimum scale of 1"=2000' showing the general topographic and geographic relation of the proposed exemption to the surrounding area for which a copy of U.S.G.S. quadrangle map may be used.

II. Final Plat Requirements in Section 5-501(E)

The application materials for a Final Plat (which are listed in Section 5-501(E)) of the ULUR) require the following items that were not adequately addressed in the submittal. While the submittal included a Final Plat, this document has certain deficiencies based on the requirements for a Final Plat which can be found in Section 5-502(C)(5) on page 5-35 of the ULUR). Please revise the Final plat to include the following:

- ✓ 1. Section 5-502(C)(5) requires that the Final Plat be scaled at 1 inch = 200 feet. The submittal has a scale of 1 inch = 100 feet. Please revise.
- ✓ 2. Section 5-502(C)(5)(h)(1) requires that "all lots and blocks shall be numbered consecutively." The submittal identifies the lots as "parcels". Please revise so that the parcels are identified as "lots".
- ✓ 3. Section 5-502(C)(5)(l) requires the Final Plat have "the boundary lines and dimensions, shown accurately, of all easements, alleyways, sidewalks or paths, and similar features, including all other rights-of-way not otherwise or explicitly mentioned." Please submit a current title commitment in order to determine whether all easements existing on the property have been accurately depicted on the plat.
- ✓ 4. Section 5-502(C)(5)(r) requires the Final Plat to include the "design and layout of all water and sewer service lines, treatment facilities and other elements of the sanitary sewer system."
- ✓ 5. Section 5-502(C)(5)(t) requires the Final Plat include "all plat notes required under Preliminary Plan approval." Please add the following plat note as required in the Preliminary Plan Resolution 2009-09:

*No open hearth solid-fuel fireplaces will be allowed anywhere within the subdivision. One (1) new solid-fuel burning stove as defined by C.R.S. 25-7-401, et. seq., and the regulations promulgated thereunder, will be allowed in any dwelling unit. All dwelling units will be allowed an unrestricted number of natural gas burning stoves and appliances.*

- ✓ 6. Section 5-502(C)(5)(u) requires that "The Final Plat shall include executed certificates, notices, and statements in the standard format required by the County, including the following certifications." This office has included the current standard certificates that may be applicable and might need to be included. Again, a title commitment will allow us to identify which certificates must be included.

7. Section 5-501(E)(4) requires that the Application contains "Final Engineering Reports and Plans" including:

- ✓ a. "Streets, trails, walkways and bikeways." The Application does not contain an engineered drawing set for the street known as Bud's Way. Please provide either a design set for this road or record drawings (as-builts) for the completed road. Please provide documentation as to how the Property Owner's Association will own and maintain Bud's Way and how this is to be dedicated to the public.
- ✓ d. Sewage collection, and water supply and distribution system. The Potable Water Plan contains a note off the well that indicates there are three sheets attached to this drawing. There were no sheets attached.

8. Additional Notes to be address from the Staff Project Engineer include the following:

- ✓ a) A 100' setback is shown on the Potable Water Plan (Sheet WP) but not on the Final Plat. Sheet WP references a 2/10/09 report by Rivers Engineering but does not provide any additional details regarding what is not allowed in the setback. This setback should be shown on the Final Plat sheet along with a note that states what activities are allowed in the setback.
- ✓ b) Groundwater Direction and Pertinent Well Data. We should assume that groundwater is moving south towards the river. Because the lots are up-gradient (north) of the well, contamination from the septic systems and potential spills will impact the well. The water table is 14 feet below the ground surface. The well is screened 35 feet deep and screened from 23-33 feet.

✓ \* See map to show setback @ S.P.

c) Stipulate Septic System locations on Parcels 2 and 3: CDPHE setbacks guidelines call for a 50' minimum setback between a well and septic system. With such a shallow aquifer and a down-gradient well, please demonstrate that there is sufficient distance from the well.

✓ 9. Section 4-502(C)(4)(b)(2) requires that the Erosion and Sediment Control Plan include "preliminary engineering design and construction features for drainage structures to be constructed." The Final Plat application does not include (i) drainage calculations and (ii) a design for the sediment pond. Based on the drainage plan contours around the pond, it appears that the easement is large enough to encompass the pond.



- ✓ 10. Section 4-502(C)(4)(j) requires that the Erosion and Sediment Control Plan include a "construction schedule." Specifically, a "Construction schedule indicating the anticipated starting and completion time periods of the site grading and/or construction sequence including the installation and removal of erosion and sediment control measures, and the estimated duration of exposure of each area prior to the completion of temporary erosion and sediment control measures." Please provide a note on the Erosion and Sediment Control Plan that includes a schedule for when the Applicant intends to cover the lots with gravel and road base. If this is something the applicant intends to do as a subdivision improvement, the cost needs to be included in the SIA. If not, it needs to be incorporated in the covenants.
- ✓ 11. Section 4-502(C)(4)(m) requires that the Erosion and Sediment Control Plan include the "Estimated Cost." "Estimated total cost (installation and maintenance) of the required temporary soil erosion and sediment control measures." The cost estimate needs to include costs for the water system, applying gravel and road base to entire site, and installing temporary and permanent erosion control measures which, in this case, is limited to the sediment pond. Please include a typical road cross section for Bud's Way and the thickness of road base and gravel required for its construction.
- ✓ 12. Section 4-502(C)(4)(m) requires that the Erosion and Sediment Control Plan include "a copy of the Stormwater Management Plan application to CDPHE with date of submittal." Under state law, site disturbance over 1 acre in size requires a Stormwater Management Plan. No copy was submitted with the application. Please revise.
13. Section 5-501(E)(4)(h) requires "final cost estimates for public improvements." As mentioned in this letter, the final engineer's cost estimate should include assumptions for costs of the HWY 6 and CR 300 intersection and what the Applicant's estimated "fair share" will be. The County Engineering office has a revised estimate provided by High Country Engineering that might provide some guidance until final engineering is done. This is necessary because it will be the basis for the Improvements Agreement (aka SIA) relating to off-site improvements.
- ✓ 14. Section 5-501(E)(4)(i) requires "The certification listing all mortgages, liens judgments, easements, contracts, and agreements of record regarding the land to be platted and the Board of County Commissioners may require, at its discretion, that the holders of such mortgages, liens, judgments, easements, contracts or agreements shall be required to join in and approve the application for Final Plat approval before such Final Plat is accepted for review. All other exceptions from title shall be delineated." Again, please provide a title commitment in order to affirmatively determine this requirement.
- ✓ 15. Section 5-501(E)(8) requires the Final plat Application contain an Improvements Agreement (aka Subdivision Improvements Agreement), if applicable [include "as-builts" in digital format, (4-502(I))]. The Application did not contain this document. Staff has attached the



appropriate template for your convenience. Also, it appears the internal road Bud's Way has been built. The County requires an "as-built / record drawing" for this improvement.

The Improvements Agreement needs to include CR 300 intersection "fair share" improvements as an offsite improvement and should address how to assure no build-out of the subdivision until the intersection improvements are complete. As we discussed in the pre-application conference on August 28, 2009, state law (CRS 30-28-133.1) provides that no person "may submit an application for subdivision approval to a local authority unless the subdivision plan or plat provides, pursuant to section 43-2-147, C.R.S. that all lots and parcels created by the subdivision will have access to the state highway system in conformance with the state highway access code."

Pursuant to our discussion in the pre-Application conference, the County is allowing the subdivision Final Plat Application to be submitted (because condition #11 of Resolution 2009-09 was removed) but in order to be approved, there must be provision for this access to the state highway in accordance with the state highway access code, which we know in this case, for this subdivision, requires the intersection to be improved.

The Improvements Agreement also needs to address all other infrastructure required, including the water system and water storage and other infrastructure for fire protection, and the installation of all other utilities to each lot.

16. Section 5-501(E)(9) requires the Final Plat contain "letters of Intent for service from all of the utility service providers including (a) Contract for Service, required prior to Final Plat recordation." If these utilities require easements, the fully executed original easement agreements need to be submitted for recording with the Final Plat, or copies of the recorded instruments.

17. Section 5-501(E)(10) requires the Applicant provide "Final Declarations of Covenants and Restrictions, HOA articles of incorporation and bylaws."

See  
14th. Div. Q. 10/10/09  
Upon review of what was submitted in the Final Plat Application, the covenants do not have "Exhibit A" attached. The Articles of Incorporation and evidence of incorporation must be submitted before the covenants can be recorded, i.e. before Final Plat approval. Instead of attaching the PUD guide as an exhibit, reference should be made to the recorded PUD guide, recorded with the BOCC Resolution of approval, by Resolution number and reception number. In Section 4.14, there needs to be a specific limitation on variances to indicate no changes are permitted that are inconsistent with zoning approved by BOCC Resolution 2009-09 unless BOCC approves the change through an amended PUD guide first.

While Section 6.02 indicates that the Property Owner's Association (POA) will be responsible for the well and water system, ownership of the well and water system, including the WDWCD contract, is not specified. The covenants need to include specific conditions that will assure that the POA will continue to abide by all conditions of



subdivision approval, thus that the WDWCD contract will be renewed annually and paid for by the POA, that the fire protection requirements (to be specified in the POA) will be maintained by the POA, etc.

At Preliminary Plan there was a well sharing agreement that is not included in this Final Plat application. Staff had suggested that it be incorporated in the POA and there is no detail at all about the operation of the system, the CDPHE requirements, etc. This needs to be included.

Finally, all the conveyances to the POA need to be submitted with the Final Plat Application: any bill of sale, deeds for easements etc. necessary to transfer common area and property to the POA. Final originals will need to be recorded with the Final Plat.

III. Conditions of Approval Required by the Board of County Commissioners in Resolution 2009-09 for the Preliminary Plan

The following comments are based on the requirements by the Board of County Commissioners as stated in Resolution 2009-09.

- OK*  
✓ *\** 1. Condition No. 1 requires that "all representations made by the Applicants in the application and as testimony in the public hearings before the Planning Commission and Board of County Commissioners shall be conditions of approval, unless specifically altered by the Board of County Commissioners."

As demonstrated by the minutes from the Board of County Commissioners hearing on December 8, 2008 (and attached to this letter), the Applicant testified that they were going to obtain approvals for and construct a "non-transient non-community water supply" as was specifically represented in connection with the condition of approval relating to public water supply. The Application contains an approval from CDPHE for a transient non-community water supply which is inadequate.

- OK*  
✓ 2. Condition No. 4 requires that the "Applicant shall apply to the State of Colorado, CDPHE Water Quality Control Division for a Public Water Supply for the site and meet all of the required standards of such. The approval of the public water supply shall be provided prior to Final Plat approval." Again, as demonstrated by the minutes from the Board of County Commissioners hearing on December 8, 2008 (attached hereto), the Applicant testified to the BOCC that they were going to obtain approvals for and construct a "non-transient non-community water supply" as was specifically represented in connection with the condition of approval relating to public water supply. The Application contains an approval from CDPHE for a transient non-community water supply which is inadequate. (Staff has discussed this concern with Colorado River Engineering).

- ✓ 3. Condition No. 5 requires that "the Applicant shall delineate and legally describe all easements on the Final Plat and convey all easements to the Owner Association or to the



responsible entity. This dedication shall be in a form acceptable to the County Attorney's Office and transfer shall occur at the time of recording the Final Plat. These easements shall include, but are not limited to all easements of record, utility easements, drainage easements, water system easements, storm-water drainage easements, open space, and all internal roads (which will be dedicated to the public on the face of the Final Plat) required as a part of this development."

The Application does not contain any document for transfer of the water system, any easements, etc. to the Property Owners Association (to the extent that there will need to be "bills of sale" for infrastructure, that may not happen until it is built, and that can be addressed in the SIA). Please provide draft examples of these conveyance documents and address how they will transfer as a paragraph in the SIA.

*Amend. of SIA to what it says. Review for DOW.*

4. Condition no. 7 requires "The Colorado Division of Wildlife recommendations shall be considered conditions of approval of the Preliminary Plan and shall be specifically included into the protective covenants." More specifically, "The use of barbed wire to fence the site shall be prohibited." Please provide a letter from the DOW that supports the statement in the Application that barbed wire is allowed so long as there is sufficient distance above the ground and include the DOW recommendations in the covenants. \*

5. Condition no. 8 requires that "Prior to approval of the Final Plat, the Applicant must provide information requested by the Garfield County Vegetation Manager as follows:

- a. The Applicants must treat the inventories tamarisk trees prior to the start of any construction activities and they the forward treatment records to the Vegetation Manager once the work is complete.
- b. The Applicants must quantify the amount of surface disturbance related to the road cuts and utility easements. A security amount may be required if the amount of disturbance exceeds half an acre.
- c. A Soil Management Plan shall be submitted that includes:
  - i. Provisions for salvaging on-site topsoil.
  - ii. A timetable for eliminating topsoil and/or aggregate piles.
  - iii. A plan that provides for soil cover if any disturbances or stockpiles will sit exposed for a period of 90 days or more.

While the submittal contained a letter from Keith Mendenhall, P.E. (ZAO Engineers), it was not signed or stamped by him. Please revise. The County Vegetation Manager, Steve Anthony, has visited the site, but needs to verify that the Tamarisk concerns have been adequately addressed. Please follow up with him so that a site visit can be arranged and confirmation that this issue has been addressed. Finally, to the extent that any soil management plan will apply to the construction of buildings, it should be incorporated in the covenants as well. Ongoing weed management requirements need to be addressed in the covenants, both as a POA responsibility on property it owns or manages and as an individual lot owner responsibility.



over to  
for the

6. Condition no. 9 requires that the "Applicant is required to submit information compliant with water storage for fire suppression as recommended by the Fire Protection District and include that information as part of the infrastructure in the SIA and in the protective covenants."

7. The Final Plat application shall include information compliant with Garfield County Road and Bridge recommendations regarding signage on CR 300 and that signage shall be included in the Subdivision Improvements Agreement at Final Plat. Further the County Attorney's Office shall provide language in the SIA requiring necessary funding, should it become necessary, for improvements or repairs to CR 300 as stated in the County Road and Bridge Department comments on the application.

The Application does not contain a Subdivision Improvements Agreement (SIA). In your preparation of an SIA, please address the Road and Bridge requirements even though it appears you will not need to provide a security for the already completed improvements based on the letter from the Road and Bridge Department.

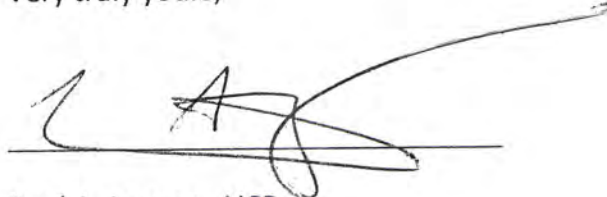
8. The Applicant must obtain a State Highway Access Permit for the intersection of State Highway 6 and County Road 300. Upon adoption of this condition the Board of County Commissioners shall assign the Applicants as designee to apply on behalf of Garfield County.

While it has been determined through an administrative action that this condition has been eliminated, the actual road impacts still exist as they are generated by this development. Therefore, the Applicants need to address how to secure payment of their "fair share" through the SIA and how to comply with state law, if applicant wants an approval prior to completion of the improvements. The County Attorney Office's position is that the improvements need to be assured through the issuance of a Notice to Proceed from CDOT before Garfield County will record the Final Plat in order to satisfy state law that is cited earlier in this letter. It was understood from Mr. Walt Brown's comments during the pre-application conference that he would suggest a different way to address this.

9. Finally, different portions of the application refer to different owners, for example the covenants recite "Una Development LLC" as the declarant. All documents should be consistent in identifying the record legal owner of this property as the person(s) that will be signing the necessary final plat documentation. The legal owner will be shown in the deed you provide as well as the title commitment.

This office will not resume processing this application until the points outlined above have been adequately addressed. Do not hesitate to contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'F. Jarman', written over a horizontal line.

Fred A. Jarman, AICP

Director, Building & Planning Department

970.945.8212

Cc

*County Attorney's Office*

*file*

*attachment(s)*

*1) Minutes from the December 8, 2009 BOCC Public hearing*

*2) Standard certificates*

*3) Template Improvements Agreement (aka SIA)*





DECEMBER 8, 2008  
PROCEEDINGS OF THE GARFIELD COUNTY BOARD OF COMMISSIONERS  
GARFIELD COUNTY, COLORADO

**CONSIDER A ZONE DISTRICT AMENDMENT FROM ARRD TO PUD AND SUBDIVISION PRELIMINARY PLAN FOR A 17.578 ACRE PROPERTY ON COUNTY ROAD 300, SOUTH OF PARACHUTE – THE REQUEST IS TO ALLOW FOR ZONING AND SUBDIVISION OF 5 LOTS FOR SEMI-INDUSTRIAL USES – APPLICANTS; GEORGE AND LESLIE STRONG – KATHY EASTLEY**

Deborah Quinn, Eric McCafferty, George and Leslie Strong, Ed Bowers, Keith Mendenhall (Engineer) were present. Eric answered all questions. Deborah reviewed the noticing requirements for the public hearing and determined they were timely and accurate. She advised the Board they were entitled to proceed. Chairman Martin swore in the speakers. Kathy submitted the following exhibits: Exhibit A – Mail Receipts; Exhibit B - Proof of Publication; Exhibit C – Garfield County Zoning Regulations of 1978 as amended; Exhibit D – Garfield County Comprehensive Plan of 2000; Exhibit E – Application; Exhibit F - Staff memorandum; Exhibit G – Special Use Permit and Resolution for Approval of Strong Contractor Yard; Exhibit H – Letter dated September 2, 2008 from Jake Mall, Garfield County road and Bridge; Exhibit I – E-mail dated September 9, 2008 from Jim Rada, Garfield County Environmental Health; Exhibit J – E-mail dated August 27, 2008 from John Niewoehner, Planning Engineer; Exhibit K – Letter dated September 8, 2008 from Mark Vanarelli, Co. Division of Water Resources; Exhibit L – E-mail dated September 10, 2008 from T.C. Wait, Colorado Geological Survey; Exhibit M – Letter dated September 5, 2008 from JT Tomatzke, Colorado Division of Wildlife; Exhibit N – Letter dated September 17, 2008 from Rob Ferguson, Grand Valley Fire Protection; Exhibit O – E-mail dated September 2, 2008 from Daniel Roussin, Colorado Department of Transportation; Exhibit P – Memorandum dated September 17, 2008 from Steve Anthony, Vegetation Manager; Exhibit Q – Well Permit 67484 Office of the State Engineer – Submitted September 8, 2008; Exhibit R – Well Test from J&M Pump, Inc. dated September 29, 2008; Exhibit S – Floodplain Analysis; Exhibit T – Erosion Control Plan; Exhibit U – Letter from Wagon Wheel Consulting; Exhibit V – Letter dated October 6, 2008 from Huddleston-Berry; Exhibit W – Justification for Increase in Height and uses not Itemized, draft Declaration of Protective and Exhibit X – Letter dated November 12, 2008 from Eric McCafferty, with revised Documentation including a PUD Guide, Declaration of Covenants and a Well-Sharing Agreement. Chairman Martin entered Exhibits A – X into the record. Planner Kathy Eastley explained: The Strong PUD proposes uses by-right that are designated as Special Uses in the A/R/RD Zone, including Contactor Yard (and related support facilities), Storage for Oil & Gas Drilling Equipment, and other activities itemized below. The PUD proposes two zone districts within the development; the Resource Support (RS) zone and the Utility and Easement (UE) zone. George and Leslie Strong (Applicants) are seeking approval of industrial PUD and subdivision to allow for the creation of five parcels and a utility zone on 17.572 acres 200' south of Highway 6 on CR 300. The proposal is being requested to allow for uses-by-right in the PUD which are currently permitted through Special Use Permit review and approval in the A/R/RD zone district as itemized in §3.02.03 of the Zoning Resolution of 1978, as amended. The preliminary plan seeks to allow for the subdivision of five parcels and a utility zone.

**CONDITIONS FOR THE ZONE DISTRICT AMENDMENT**

The Planning Commission recommends APPROVAL of the Zone District Amendment to the Board of County Commissioners if staff comments and recommended changes are incorporated into the PUD guide and declaration of protective covenants.

1. That all representations made by the Applicants in the application and as testimony in the public hearings before the Planning Commission and Board of County Commissioners shall be conditions of approval, unless specifically altered by the Board of County Commissioners.
2. Declaration of Protective Covenants must be provided, consistent with the PUD Guide and other documentation provided and revised per Staff comments, referenced on and recorded with the Final Plat for the development.
3. The PUD Guide shall include a PUD Development Plan and the PUD Guide shall be attached as **EXHIBIT B** to the Resolution approving the Zone District Amendment.

**CONDITIONS FOR THE PRELIMINARY PLAN**



1. That all representations made by the Applicants in the application and as testimony in the public hearings before the Planning Commission and Board of County Commissioners shall be conditions of approval, unless specifically altered by the Board of County Commissioners.
2. No activity, other than that approved by the Resolution 2007-117, may occur on the parcel until such time as a Final Plat and related Subdivision Improvements Agreement is approved by Garfield County and recorded with the Clerk and Recorder.
3. The Preliminary Plan for the Strong Subdivision
4. shall be valid for a period not to exceed one year from approval.
5. The Applicants shall apply to the State of Colorado, CDPHE Water Quality Control Division for a Public Water Supply for the site and meet all of the required standards of such. The approval of the public water supply shall be provided prior to Final Plat approval.
6. The Applicants shall delineate and legally describe all easements on the Final Plat and convey all easements to the Owner Association or to the responsible entity. This dedication shall be in a form acceptable to the County Attorneys Office and transfer shall occur at the time of recording the Final Plat. These easements shall include, but are not limited to all easements of record, utility easements, drainage easements, water system easements, storm-water drainage easements, open space, and all internal roads (which will be dedicated to the public on the face of the Final Plat) required as apart of this development.
7. Plat notes regarding geologic constraints shall be placed on the Final Plat in conformance with recommendations of the project engineer (Huddleston-Berry), the Colorado Geologic Survey and the Environmental Health Manager:
  - a) Lot-specific subsurface foundation investigations and geotechnical testing should be done prior to building to identify specific subsurface conditions that may affect development (collapsible soils, depth to groundwater, etc.);
  - b) Lot-specific septic investigations shall be done prior to building to identify subsurface conditions that may affect septic performance and design. Engineer-designed systems are required;
  - c) Proper foundation and utility drainage shall be established for all subsurface elements within three feet of the seasonal high groundwater elevations, and positive drainage shall be provided around structures. Downspouts shall be directed away from the foundations;
  - d) Establish and erosion control plan using best management practices;
  - e) Sulfate-resistant cement shall be used for construction;
  - f) Shallow foundations shall be placed on a minimum of 30 inches of structural fill and flatwork be placed on a minimum of 12 inches of structural fill. That fill should extend a distance equal to the thickness of the fill (i.e. minimum of 30 inches) beyond the lateral edges of the foundations.
8. The Colorado Division of Wildlife recommendations EXHIBIT M shall be considered conditions of approval of the Preliminary Plan:
  - a. Strict enforcement of speed limits;
  - b. Removal of all fencing, wires and lines from previous activities;
  - c. The use of barbed wire to fence the site shall be prohibited;
  - d. Minimize soil disturbance to prevent the spread of weeds species.
9. The Applicants must provide information requested by the Garfield County Vegetation Manager as follows and outlined in EXHIBIT P:
  - a. The Applicants must treat the inventories tamarisk trees prior to the start of any construction activities and they the forward treatment records to the Vegetation Manager once the work is complete.
  - b. The Applicants must quantify the amount of surface disturbance related to the road cuts and utility easements. A security amount may be required if the amount of disturbance exceeds half an acre.
  - c. A Soil Management Plan shall be submitted that includes:
    - i. Provisions for salvaging on-site topsoil.
    - ii. A timetable for eliminating topsoil and/or aggregate piles.
    - iii. A plan that provides for soil cover if any disturbances or stockpiles will sit exposed for a period of 90 days or more.



10. At Final Plat the Applicants shall submit information compliant with water storage for fire suppression as recommended by the Fire Protection District.
11. The Final Plat application shall include information compliant with Garfield County Road and Bridge recommendations regarding signage on CR 300 and that signage shall be included in the Subdivision Improvements Agreement at Final Plat. Further the County Attorney's Office shall provide language in the SLA requiring necessary funding, should it become necessary, for improvements or repairs to CR 300 as stated in Road and Bridge comments in **EXHIBIT H**.
12. The Applicants must obtain a State Highway Access Permit for the intersection of State Highway 6 and County Road 300. Upon adoption of this condition the Board of County Commissioners shall assign the Applicants as designee to apply on behalf of Garfield County.
12. The Applicants shall include the following plat notes on the Final Plat:
  - a. *"Right-to-Farm" State pursuant to C.R.S. 35-3-101, et seq. Landowners, residents and visitors must be prepared to accept the activities, sights, sounds and smells of Garfield County's agricultural operations as a normal and necessary aspect of living in a County with a strong rural character and a healthy ranching sector. All must be prepared to encounter noises, odor, lights, mud, dust, smoke chemicals, machinery on public roads, livestock on public roads, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides, any one or more of which may naturally occur as a part of a legal and non-negligent agricultural operations.*
  - b. *No open hearth solid-fuel fireplaces will be allowed anywhere within the subdivision. One (1) new solid-fuel burning stove as defined by C.R.S. 25-7-401, et. seq., and the regulations promulgated there under, will be allowed in any dwelling unit. All dwelling units will be allowed an unrestricted number of natural gas burning stoves and appliances.*
  - c. *All owners of land, whether ranch or residence, have obligations under State law and County regulations with regard to the maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Residents and landowners are encouraged to learn about these rights and responsibilities and act as good neighbors and citizens of the County. A good introductory source for such information is "A Guide to Rural Living & Small Scale Agriculture" put out by the Colorado State University Extension Office in Garfield County.*
  - d. *All exterior lighting will be the minimum amount necessary and all exterior lighting will be directed inward and downward towards the interior of the subdivision, except that provisions may be made to allow for safety lighting that goes beyond the property boundaries.*
  - e. *The mineral rights associated with this property have been partially or wholly severed and are not fully intact or transferred with the surface estate therefore allowing the potential for natural resource extraction on the property by the min*

Eric explained how they got here today; George and Walt submitted an application for a subdivision of the property back in late fall or early winter of this year. They asked Eric to get involved. The planning staff stated if they subdivided the property the current special use permit for approximately a 6-acre site would be null and void because the assessor's parcel number would change. Eric asked what they would rather have; would you rather see individual special use permits for the individual lots, or would you rather see a planned unit development on the property. The answer was they would rather see a PUD because it will allow much more comprehensive planning of the site. Since the subdivision sketch plan was already in process, Eric started working on the PUD; they went to the planning commission in April of this year and identified they were going to do a joint application for the subdivision preliminary plan and PUD. Relative to the character of the area, before they started on the PUD, Eric asked the planning staff to give him an opinion relative to the comprehensive plan. As you know the current comprehensive plan is really quite silent to the natural gas industry. Eric didn't want to have to amend the comprehensive plan for this application because this is what is going on out there and all of their neighbors have industrial uses. The character of the area is quite industrial and Eric has a power point to show. The context of developing the PUD guide, the zoning for the subdivision and PUD, given the nature of the area; some of their impacts are similar to the impacts on their neighbor's property. So such things as berming and open space are really not necessary as it would probably be a waste of land. There will be no trails on the site, no public spaces and it is a very arid area. There is a very minimal amount of irrigation water however; they do not think it is appropriate to have large landscape areas. In putting together this comprehensive application they tried



to create a baseline with the various studies they did. The most intensive land use they would expect is the contractor yard. The main part of that is storage; but materials are being brought to the site and taken from the site on a daily basis. Most of the studies have been focused toward that use primarily because that is what they consider to be the most intensive. They are not proposing an intensive use of water; they don't have any proposed truck washing facilities. They do have a valid permit with the State Engineer's Office and that is backed up by a West Divide Water contract. There has been a question about the water quality within the PUD and at the time of the planning commission hearing, we said we will work with a water engineer to have the water supply permitted as a public water supply. They have noticed in the area, there are some un-permitted land uses. Some of these individuals have called George Strong and said if he gets permitted they want to move onto his site. If this application is approved Eric thinks it could serve a dual purpose; one is providing the necessary infrastructure for this type of land use needed in the area. It also may be cleaning up some of the uses that aren't necessarily recognized through other special use permits. They acknowledged traffic is a chief concern; Ann Bowers is present to discuss this issue. They do not feel that this project is the proverbial straw that broke the camels back; their fractional amount of increase in traffic should not trigger this project being the project that has to have the site permits approved by the State Department of Transportation and also they should not be held to paying for all of that. They will certainly pay their fair share; it will need to be determined. If some of these land uses that aren't permitted come to this site; it could have the real results of moving that background traffic onto this PUD without any real increase in traffic at all. The traffic is already out there, it is already going to these land uses; the only difference would be they would be focused at their driveway intersection with County Road 300. Also relevant to traffic because of the way the administrative permit is set up; a lot of traffic impacts out on the road are generated by the neighbors and are probably not reviewed sufficiently by the County or CDOT. The point is; they are not the only game in town or the only one utilizing the intersection. Eric gave his power point presentation. Ann Bowers showed a few slides to address the traffic impacts of Hwy 6 and County Road 300. At this intersection now in the a.m. peak hour there are 253 vehicles that are traveling through the intersection. In the evening peak hour there are approximately 202 vehicles. Based on the CDOT highway access code the improvements that are outlined in the traffic study; westbound left turn deceleration lane on Hwy 6 and an eastbound right turn lane on Hwy. 6 and the north bound to east bound right turn lane – those improvements are currently warranted under the 2007 volumes and obviously 2008 which is prior to Mr. Strong's development. The Strong Subdivision traffic; this is looking at the worst case scenario assuming employees are on the site, in the a.m. peak hour we're projecting 29 vehicles at the intersection of County Road 300 and Hwy. 6 and at the p.m. peak hour another 29 vehicles. To put this into perspective the percent increase in traffic at the entire intersection not just County Road 300, in the a.m. peak hour the proposed subdivision would have an 11% increase and a 14% increase in the p.m. peak hour. These percentages are just to point out the minimal impacts this proposed subdivision will have on that intersection and to point out the improvements that are being called for are currently warranted.

Commissioner Houpt had a question about the 29 trips; that is assuming there would not be a use that would allow the storage of vehicles or equipment. Ann said it would; the majority of the 29 trips would be employees coming in the morning and leaving in the evening. The storage of materials on site doesn't generate a lot of traffic during the peak hours. She stated they concentrate on the peak hours because that is what CDOT focuses on. Commissioner Houpt didn't know if she agreed with that assessment; the use, if you have oil and gas trucks and equipment that will be used, if there is that use, she doesn't see that being calculated in their numbers at all. Ann stated besides the 29 trips in the a.m. and the 29 trips in the p.m. there will be additional traffic; this is the volume concentrated at those hours. The hours calculated are typically between 7:00 a.m. and 9:00 a.m. In the evening it is sometime between 3:00 p.m. and 5:00 p.m. Commissioner McCown asked about the other trips per day generated by these 5 lots and the uses associated on these lots, is that not counted at all in the overall trip count that reaches the percentile driving the need for an access permit in CDOTS eyes? Ann stated yes; when you look at the need for the improvements you look at the vehicles per hour and we look at those peak hours. It is not based on the amount of traffic over the entire day; if you have more than ten vehicles per hour making the left turn, then that triggers the need for the westbound left turn. If you have more than 25 making a right turn in that peak hour, that's what triggers it; it's the peak hour volume. Commissioner McCown stated that they are saying per their study they are not meeting the threshold that would require mitigation for an access permit. Ann said she was not saying that; she is saying that currently, based on the volume of traffic that is out there; those improvements are warranted now. Commissioner McCown asked if their traffic count reached



20% of what is there now. Ann said there are two different scenarios; for the CDOT access permit, they look at the increase of traffic on County Road 300 itself. On County Road 300, based on the usage they are at 23%. The other scenario is these percentages are the total traffic at the entire intersection. Chris Manera, from Colorado River Engineering addressed the public water supply. As you know the public water supply has numerous triggers; what is affecting this project is, if you exceed a population of 25 people over any 60 days in a given year, you are put into the health department regulations. On commercial developments the population uses are often fairly difficult to estimate and basically they are going on the assumption they would exceed that 25 limit. Two weeks ago they collected the water quality samples and he doesn't have the reports yet. There was some preliminary data taken last summer and there were no bacteria; so far it looks good. They are proceeding with going with a full blown public water system because it is non-residential it would be non-community and because the workforce would be a continuous type population, it is non-community and non-transient. Once that system is approved and built, it would have to be operated and monitored by a licensed water system operator. Commissioner Houpt asked Chris; with the process he is going through is he fine with the conditions outlined. Chris stated yes. Dan Roussin – Colorado Department of Transportation. On this project they looked at what the County sent them for referral. What they looked at was whether it needed a permit or not. At this time they had not reviewed the traffic study to determine if it meets our requirements. They look to see if a permit is needed or not, and in this case a permit is needed. He wanted to mention that he has been with this intersection close to 4 years now because of the Travelers Highland side, which they are working on. It will probably be completed by spring. More importantly he actually has traffic numbers from 2005 documenting from other professional engineers who have done counts out there regarding how much traffic has gone out there. He did not have the specific numbers in front of him; however, he can say those numbers have increased in the last 4 years by about 30 to 40%. This is significant; now with the two applications you had today, you get the cumulative effect on that intersection. 250 in the peak hour; he doesn't know if the passenger cars equivalents, PCE's were counted on that or not; probably not. That count only represents trucks and cars; PCE accounts for the trucks and how big of an impact it has on the intersection. It is probably a bigger impact than the presentation talked about. The report states there is a need for a left turn lane, a right turn decel lane and a right turn acceleration lane. It will be challenging to put those improvements in there. It will take a lot of effort and we will also have to work with the railroad to the north. It is not a simple thing; it won't be easy, but he feels it is very important and that is why the access code is in place to protect the citizens of Colorado. This will be very similar to the Travelers Highlands Subdivision because what happens is; you have one entity putting an impact onto a complete intersection. They will say it is not equitable and that is something the Board will have to determine, but it is a very difficult decision. Highlands Subdivision had to actually get a district together to accommodate the improvements on the north side. It was intensive; they had 240 different lot owners in the subdivision. The unfortunate thing is and the County Commissioners know this, CDOT doesn't have the opportunity to determine fairness to the applicant who requires the improvements. He stated they really rely on local governments to help them out on how the fairness happens. The key thing is; CDOT wants to work with the County and the applicant. They want to see the improvements put in place and work with the community to get those improvements in there. He doesn't want the BOCC to think they are not on board; but obviously their funding is on the south side. The key thing is they need to address the traffic issues. Commissioner Houpt asked Dan; have you seen other situations where an applicant will mitigate with the understanding they will receive a portion of their cost from future applications. Dan said there were a variety of ways to handle it. One obviously is the special district; on the north side it was the best solution because it was such a small community. On the south side you have a bigger community. In Routt County he has seen where they actually had an agreement with the landowner or the developer and they worked an arrangement; the developer did the upfront cost and then had some payback once the development came through. The good thing about that is for new developments; the tough thing is the actual stuff that is already in place. There are a couple of other developments coming in such as the gravel pit on the other side; those are the people you might want to consider helping us with the problem. Eric wanted to clarify; relative to the number of lots and Travelers Highlands, he does not dispute at all that there are upwards of 240; however the vast majority of those lots are owned by two or three individuals, so it is relatively easy for them to set up a special improvement district. That approach is substantially more difficult on the south side of the County road. Ann wanted to clarify that the traffic study she conducted clearly they are not saying that these improvements are an issue



because of the Strong Subdivision. We pointed out that those improvements are currently warranted based on the CDOT access code, it is not because of the Strong Subdivision.

George Strong stated he had definite concerns about the traffic up there. There is a new permit that came in from EnCana; they say they are temporary. The lay down pipe already has another application over and above it for Marathon Oil to be used right after EnCana is done with it. Marathon just bought another 11,000 acres above him. That is their gathering pipeline systems; they will be coming down through there for the next 10-15 years. He stated they need to quit making them temporary because these compressor stations and the gas stuff are not temporary. Something has to be done out there; he can't do it himself. He feels we need to get some kind of district and perhaps CDOT could use the strong arm approach against the gravel pit a little bit. They have 600 loads a day coming out of that pit; where is all that money going? There is plenty of money if we can collect it and have everyone do their pro-rated share and get the intersection done. Commissioner Houpt stated this was a very good example of what an adequate impact fee program would do in this County. Commissioner McCown said we have another option that hasn't been brought up; weight restricting that road from the point of your access to Hwy. 6 and 24 and routing everything down 300 Road to Parachute. That is an option; it is one way to get around the access permit. If we don't have the room physically, because of the railroad to make all of this happen and he questions if it's there then that is our other option. Eric stated relative to traffic, certainly they would be willing to pay their fair pro-rata share of any improvements. If no improvements happen, he supposes if a weight restriction was placed at that intersection they could certainly live with that type of situation and move all the vehicles to the south. Relative to water, he feels Chris adequately addressed that. The process they are in and based on the findings, when Eric put together the PUD guide they really didn't look at the types of land use and the amount of full time employees that would be on the site. As they go this route of approving a public water supply; they would like to amend our PUD guide a little so they don't have the employee limitations that are specified in Sections D1, paragraphs B and C. Also, the suggested findings in the staff report say that this development may be in conformance with the regulations and plans; they suggest they are found in conformance. On specific conditions of approval; Number 2, they respectfully request that if approved they would be allowed to move forward with the project and begin leasing subdivision lots and stipulate that no lots will be conveyed without final plat approval. On condition Number 4 they request the last sentence be removed, as you know the permitting of a public water supply is a time intensive process. Residential subdivisions are allowed to receive final plat approval prior to final permitting by the State and they are requesting similar treatment. Condition Number 6D; they have already complied with the recommendation and do not think it is a necessary condition of approval. Condition Number 7B & C; relative to B, this condition has already been met and Condition C, they are proposing to comply with the Division of Wildlife recommendations on fence height; they are requesting this condition be re-written stating they agree to comply with the recommendation and still be allowed to have barbed wire above 6 feet. Condition 8A; they have previously complied with this recommendation and request that be removed. Condition 11; the way the condition is written, it requires this applicant to be responsible for review and permit Hwy 6 and County Road 300 intersection and they feel this is an undue burden to this application solely and they request the condition be re-written identifying that this development is required to pay its pro-rata share for improvements of the intersection. Conditions 12B and C should both be deleted as they contemplate residential development, which they are not proposing. Commissioner McCown said he would like to ask George or whoever is going to have the authority to do this; he keeps hearing the terminology, pay our fair share. That is really hard to put a number to; what is your fair share and what is your willingness to form a district on the south side. That is the only way it can be assessed to the existing and other users. We can charge it if there's a gravel pit that comes in within a year; we can charge them the same we are giving you with the intersection. Then you would be at 50% each. We don't know what this intersection is going to cost. George said it was estimated now at about \$800,000.00. Commissioner McCown asked George if he was familiar with the formation of a district. That is the fair way to do; that is how it was done on the north side. Commissioner Houpt said they actually held up any development until something was done. There has to be some access for heavy hauling and it makes a great deal more sense to have that occur on Hwy 6. She is not supporting the notion of suddenly re-routing traffic because we have an intersection that we are not dealing with. There has to be some movement forward to accomplish this intersection. Eric stated to Commissioner McCown; to answer his question, he thinks the answer is right there; our fair share is probably somewhere between 11 and 14%. Because that is the additional traffic that will be generated by this land use. There still is the concept that if



there are unpermitted land uses out there now and they come to this site, which he thinks is a very real possibility then our actual increase in traffic would be substantially less than what the traffic study shows. Walter said you are also asking about the formation of a district; they would clearly be willing to join one. Getting one put together is like herding cats. Commissioner McCown stated again that was an undertaking by another applicant. George stated he is a little confused. We had an application ahead of me that had 4 compressors going and now they got approved for 8. That is not necessarily temporary or even if it is temporary for 6 months; the traffic is still using that road. He doesn't feel it is just for him to create the plan. He stated he is a land user and landowner; he has the first 200 feet of that County road showing 29 or 70 trucks a day, when the next 4 miles behind him is showing 600. Commissioner McCown feels that given the legal advice they were given this morning, they can't go forward with the land use unless the applicant is willing to get an access permit from CDOT. That is statutorily what has to happen. He doesn't know how they can make any provision around that. By your own traffic study it is increasing the amount of traffic on that road beyond the 20% threshold. We can go forward and put that as a condition; it has to be a condition if we go forward, but to him it makes it unattainable. The County could apply for the access permit; but we are not going to do that, we will pass that honor onto you as the applicant. Deborah read the statute (CRS Section 3028: 133.1) to the applicant. Walter asked if we withdraw the application today and come back in 3 months after some other sucker shows up, how does that grab you? Eric stated that is specific to a subdivision; it may not apply to another land use if it's not a subdivision. Commissioner Houpt suggested they work with others on that road and with CDOT. It's not the first time people have been faced with this and it is difficult. Commissioner McCown stated CDOT has the willingness but no money. Walter said he doesn't think CDOT is worried about the willingness and he isn't either. We are all worried about the giant railroad. You don't have room to do those improvements. Eric stated if the issue is a subdivision and if the zoning is something the Board would consider, perhaps they could consider having 17 1/2-acres of PUD zoned property and no subdivision at all; then we could have multiple lessees. Dan Roussin stated he has heard that before; the statute talks about the subdivision. All State highways are access controlled; the kicker is in this case the 20%. He wanted to be very clear it is not 20% of your development; its 20% of when the road increases. He would say they are close to being at the 20% change in use, since CDOT has recognized that intersection. They have counts, from a professional engineer for 2005, showing the existing traffic. He would be more than happy to share that. There are options; these are tough issues and serious issues. There is a willingness from CDOT to work with the developers and the County to try to accomplish this. Within CDOT they talked about it a little bit; CDOT has a grant from the Federal Government that is called the Hazardous Elimination Funds that the County can apply for. If that intersection has traffic accidents and they can document that; there might be money available for that. Oil and gas people; there are options for that as well. In regards to railroad, yes the railroad is a challenge; but he feels they have plenty of right-of-way to put the intersection in. The County road may need to be widened; that is something an engineer will have to look at. He thinks on the access side there is the ability to improve the intersection. On the north side, they are planning to put a right lane decel lane in for Travelers Highlands. They have money bonded for that particular improvement. Maybe they can talk about the ability to partner with the north side. Walter stated if Dan would accept us getting our subdivision approval, with the condition they would set up a taxing district using their 5 lots to start; that would get this started. Anyone else that comes along with a temporary or permanent uses on that road would be required to join it, at least they would try to meet the condition of setting up a district. Would they be satisfied with that as complying with the statute access part? Plus they would contribute their fair share of whatever the traffic is; at least they would have it started. Larry and the Board know it will not be easy to form a district with these guys and the improvements themselves, there may not be room for. Dan said he appreciates the willingness to come out of the box; in regards to providing effort, he doesn't have the ability to say "well never mind". It is a State law; he can't say well your working real hard and I know you will do it next time; he doesn't have that ability. To be honest with you; it is needed now. Walter said the number of those increases or use increase on that road have not been submitted to you. Like today, when you got up in front of the Board with Williams; you want me to note you have not seen that. It wasn't referred to you for comment. Dan stated the use of 8 or 9 will not require him to look at it, it's pretty small. Now the 60 or 70; does it increase it by 20%, he doesn't think so. Walter asked, even if we formed a district it wouldn't make any difference. George stated they have a bootlegger right next door that runs 10 trucks who is willing to lease our lots. George said they are not adding much traffic to the road; they are just staging them there. He feels they are getting an unfair analysis just because everyone goes north out of our thing; they have all kinds of rigs to the south of them.



We are not making that much of a dent in that road. EnCana's compressor station isn't temporary; they have office trailers in there running pick-ups in and out of there all day long. Don't shut me down and choke me out; I am a local businessman and I don't have that kind of funding or resource. Commissioner McCown said that is not the intent here, but given the type of application you came forward with today; we have to abide by the statute. If you would have come forward with another special use permit; guess what, we would have been able to look at it differently. But you didn't; it is a subdivision. Did we hit you with impacts on that special use permit? Maybe we should have; you come in with a subdivision and by statute it has to happen. You can go forward with your plan and Commissioner McCown said he is not giving them any advice. We either approve it or disapprove it today and then you have a year to file a preliminary plan to see what you can put together on an access permit. You have already invested X amount of dollars to this point and to walk away from it or you can see what you can put together in a year and maybe bring it to fruition. Ann asked Dan Roussin, what if we were to apply for the access permit and continue to work towards forming a district to collect funds and what if Mr. Strong would agree not to build to the maximum where we were over that 20% until such time these funds have been identified. She thinks there is room to make the improvements; she doesn't think the railroad gets in the way of making those improvements but what if something like that could occur where we could proceed and maybe don't do the fifth lot. Dan stated it is a good idea and working together is what we are trying to do. You can probably phase your development to a point where you could be under the 20%. He is going to say you are already above the 20%, and an access permit is required now. Based on the traffic study from 2005 which shows how much traffic has been on the road itself. This is something we will all have to deal with. He suggested any grants CDOT has available they could apply for and he also suggests that CDOT put this on the 2035 plan. Chairman Martin felt this is almost impossible to get done right now. He feels they need to have a condition that they work with the developer as well as the other landowners and as well as CDOT. Commissioner Houpt stated Mr. Strong won't be able to do his development until he has the access permit. It could be frustrating; it was for Travelers. But that is the reality and until CDOT gives you that access permit you won't be able to move forward with your development, even if we approve it today. Dan stated the access process is two separate processes; the permit is the concept approval and they would suggest to the Board to say until the notice to proceed on the access permit is obtained. That will require a bond for the improvements; that will be one of the requirements on the permit. Commissioner Houpt said the other option is to continue this and it will give you time to think about how you want to proceed. George said he is a little confused; he wants to get this started, but he is being told he can't. Chairman Martin informed Mr. Strong that he needed to apply for an access permit. George said you are telling me I won't be getting approved or won't get the permit so...

Dan stated we will give you concept approval. Chairman Martin stated to Mr. Strong; you apply for the access permit, that gives you time to get things together. George asked, the gravel pit, the new Marathon pipeline; what is going to start happening behind this? Are we going to get your support in saying alright, "same thing with George Strong"? Are you going to put in temporary or not; because they are not temporary guys, we know that. Are we going to get help so he is not waiting for endless things to get done? Chairman Martin said that will be an issue we have to take up with Dan, the County and all the property owners there. Commissioner McCown stated the gravel pit will be a permitted issue and that will be addressed through the land use process. The Marathon pipeline may or may not be; it may not fall under our guidelines. Walter said they would prefer to go ahead and have the Board approve it in as nice a way as they can. We understand this would be an overwhelming issue; they just didn't think it would be all thrown on Mr. Strong. There is always that risk; it comes back to the change and the way the application was made. When they first applied it was a special use permit and Craig Richardson of the planning office strongly suggested we change it to the format before you now. We are not here on our own; we were helped into the position. Commissioner McCown stated he is not saying Craig gave you bad advice, he is just saying it changed the ground rules. Walter said they knew that coming in and they had no choice as they wouldn't have gone nowhere under the special use permit. Commissioner McCown said he thinks it's clear that they understand today that going forward with this and applying for the permit and getting a conceptual approval does not allow you to go forward and do wells and sell lots and build buildings. There has to be a mechanism in place to bring that conceptual plan to fruition. The Board is probably not going to allow anything to happen until the bond is in place. We didn't on Highlands, we had to stop it. You would be given that timeframe to work on it and get whatever is necessary; but, we would probably not allow anything to take place. Because once they are all built what do you do. Walter said the existing special use permit; that stands. Commissioner McCown said that stays no matter what happens right now.



Kathy wanted to make a comment regarding Eric's comments about the conditions; you will notice in the staff report she divided the conditions based on the application. The staff felt the conditions of approval were critical to be adopted, particularly condition Number 2, under the preliminary plan that states, no activity will take place on the site other than what's approved through the special use permit for the contractor's yard be permitted; otherwise you would be creating a subdivision today. A final plat in the subdivision improvements agreement would be required prior to the other activities occurring on the site. A motion was made by Commissioner McCown and seconded by Commissioner Houpt to close the Public Hearing. In favor: Houpt – aye McCown – aye Martin - aye

Commissioner McCown – I make a motion we approve the zone district amendment with the three conditions recommended by the planning commission and staff.

Commissioner Houpt – Second. In favor: Houpt – aye McCown – aye Martin – aye

Commissioner McCown – I make motion we approve the preliminary plan for the 17.578-acre property on County Road 300, south of Parachute, with the conditions as listed by staff which would mean if those conditions have already been complied with; no big deal, they don't have to comply twice. If you have the documentation; no foul, no gain. I am going to leave Number 11 in there; I think that is the one that addresses the access permit. The way I see it, it is a hardship on Mr. Strong because he can't go out and start building tomorrow; but you do have time between now and the preliminary plan to put some things together, and include the County and CDOT and let us know where you are at. We don't have anything budgeted but part of that 300 road is the County's responsibility as well. Let us know; I see the County as being a player in this as well. Move forward with your plans, again keep us apprised through the planning department and working with Dan on the access permit, the concept, what it's going to take making sure it will fit. Let's make sure we are all on the right track; with that I think they can make this happen and have a safer intersection for everyone. I can't tell you that future boards will tell a gravel pit they have to pay \$5.00 a truck trip or whatever for an impact fee. I think there will be some participation required in this intersection; whether it is to form a district or as an impact directly to the improvement of that road, we can do that. Commissioner Houpt – Second. This Board is going through this with other applicants as well. For her it drives home even more the importance of creating a more comprehensive impact fee process so that as we approve applications; even though it may only have 6% impact, we realize some investment in that as well. In favor: Houpt – aye McCown – aye Martin – aye



\_\_\_\_\_ SUBDIVISION  
**IMPROVEMENTS AGREEMENT**

THIS \_\_\_\_\_ SUBDIVISION IMPROVEMENTS AGREEMENT (■SIA•) is made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_ (■Owner•) and the BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO, acting for the County of Garfield, State of Colorado, as a body politic and corporate, directly or through its authorized representatives and agents (■BOCC•).

**Recitals**

1. Owner is the owner and developer of the \_\_\_\_\_ Subdivision (the "Subdivision"), which property is depicted on the Final Plat of \_\_\_\_\_ Subdivision (■Final Plat• or ■Final Plat of the Subdivision•). The real property subject to this SIA is described in that Final Plat recorded at Reception Number \_\_\_\_\_ of the real estate records of Garfield County, Colorado and incorporated by this reference.

2. On \_\_\_\_\_, 200\_\_, the BOCC, by Resolution No. \_\_\_\_\_, recorded at Reception Number \_\_\_\_\_ of the real estate records of Garfield County, Colorado and incorporated by this reference, approved a preliminary plan for the Subdivision which, among other things, would create \_\_\_\_\_ [single-family] [multi-family] residential lots [and \_\_\_\_\_ open space/common area parcels](■Preliminary Plan Approval•).

3. As a condition precedent to the approval of the Final Plat submitted to the BOCC as required by the laws of the State of Colorado and by the Garfield County Unified Land Use Resolution of 2008, Owner wishes to enter into this SIA with the BOCC.

4. Owner has agreed to execute and deliver a letter of credit or other security in a form satisfactory to the BOCC to secure and guarantee Owner's performance under this Agreement and



under the Preliminary Plan Approval and has agreed to certain restrictions and conditions regarding the sale of properties and issuance of building permits and certificates of occupancy within the subdivision, all as more fully set forth below.

5. Owner represents that at the time of recording this SIA all taxes and assessments upon all parcels of real estate described in this SIA are paid in full.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the BOCC and Owner (■Parties●) agree as follows:

**Agreement**

1. **FINAL PLAT APPROVAL.** The BOCC hereby accepts and approves the Final Plat of the Subdivision, on the date set forth above, subject to the terms and conditions of this SIA, the Preliminary Plan Approval, and the requirements of the Garfield County Unified Land Use Resolution of 2008 and any other governmental or quasi-governmental regulations applicable to the Subdivision (■Final Plat Approval●). Recording of the Final Plat in the records of the Garfield County Clerk and Recorder shall be in accordance with this SIA and at the time prescribed herein.

2. **OWNER'S PERFORMANCE AS TO SUBDIVISION IMPROVEMENTS.**

a. Completion Date/Substantial Compliance. Owner [shall cause to be constructed and installed the][has constructed and installed certain and shall cause to be constructed and installed other] subdivision improvements, [including off-site improvements,] identified in the Exhibits defined in subparagraph 2.a.i, below (■Subdivision Improvements●) at Owner's expense, including payment of fees required by Garfield County and/or other governmental and quasi-governmental entities with regulatory jurisdiction over the Subdivision. The Subdivision Improvements [IF REVEGETATION REQUIRED: except for revegetation,] shall be completed on or before the end of the first full year following execution of this SIA (■Completion Date●), in

substantial compliance with the following:

i. Plans marked ■Approved for Construction• for all Subdivision Improvements prepared by \_\_\_\_\_ and submitted to the BOCC on \_\_\_\_\_, 200 \_\_, such plans being summarized in the list of drawings attached to and made a part of this SIA by reference as Exhibit ■A•; the estimate of cost of completion, certified by and bearing the stamp of Owner's professional engineer licensed in the State of Colorado (■Owner's Engineer•), attached to and made a part of this SIA by reference as Exhibit ■B•, which estimate shall include an additional ten(10) percent of the total for contingencies; and all other documentation required to be submitted along with the Final Plat under pertinent sections of the Garfield County Unified Land Use Resolution of 2008 (■Final Plat Documents•).

ii. All requirements of the Preliminary Plan Approval.

iii. All laws, regulations, orders, resolutions and requirements of Garfield County and all special districts and any other governmental entity or quasi-governmental authority (ies) with jurisdiction.

iv. The provisions of this SIA.

b. Satisfaction of Subdivision Improvements Provisions. The BOCC agrees that if all Subdivision Improvements are constructed and installed in accordance with this paragraph 2; the record drawings have been submitted upon completion of the Subdivision Improvements, as detailed in paragraph 3(c), below; all other requirements of this SIA have been met; and all requirements of Preliminary Plan Approval are satisfied, then the Owner shall be deemed to have satisfied all terms and conditions of the Preliminary Plan Approval, the Final Plat Documents and the Garfield County Unified Land Use Resolution of 2008, with respect to the installation of Subdivision Improvements.



3. SECURITY FOR SUBDIVISION IMPROVEMENTS (EXCEPT RE-VEGETATION).

a. Subdivision Improvements Letter of Credit and Substitute Collateral. As security for Owner's obligation to complete the Subdivision Improvements [IF REVEGETATION REQUIRED: other than revegetation,] Owner shall deliver to the BOCC, on or before the date of recording of the Final Plat of the Subdivision, a Letter of Credit in the form agreed to be acceptable to the BOCC, attached to and incorporated in this SIA by reference as Exhibit **C** (**LOC**) or in a form consistent with the Uniform Commercial Code, C.R.S. § 4-1-101, *et seq.* and approved by the BOCC. The LOC shall be in the amount of \$(full estimate), representing the full estimated cost of completing the Subdivision Improvements [and] [revegetation]<sup>1</sup>, with a sufficient contingency to cover cost changes, unforeseen costs and other variables (not less than 10% of the estimated cost and as approved by the BOCC), [minus \$(cost of completed improvements)], the cost of Subdivision Improvements already completed as of the date of execution of this SIA, i.e. \$(reduced amount)], as set forth and certified by Owner's Engineer on Exhibit **B** [or **B-1**, if separate documents], to guarantee completion of the Subdivision Improvements. The LOC shall be valid for a minimum of six (6) months beyond the Completion Date for the Subdivision Improvements set forth in Paragraph 2.a., above. The BOCC, at its sole option, may permit the Owner to substitute collateral other than a Letter of Credit, in a form acceptable to the BOCC, for the purpose of securing the completion of the Subdivision Improvements subject of this Paragraph 3.a.

b. LOC Requirements and Plat Recording. The LOC required by this SIA shall be issued by a state or national banking institution acceptable to the BOCC. If the institution issuing the LOC is not licensed in the State of Colorado and transacting business within the State of

<sup>1</sup> If one LOC used

Colorado, the LOC shall be confirmed within the meaning of the Uniform Commercial Code, Letters of Credit, 4-5-101, *et seq.*, C.R.S., as amended, by a bank that is licensed to do business in the State of Colorado, doing business in Colorado, and acceptable to the BOCC. The LOC shall state that presentation of drafts drawn under the LOC shall be at an office of the issuer or confirmer located in the State of Colorado. The Final Plat of the Subdivision shall not be recorded until the security, described in this paragraph 3 [IF REVEGETATION REQUIRED: and the security for revegetation described in paragraph 4, below] has been received and approved by the BOCC.

c. Extension of LOC Expiration Date. If the Completion Date, identified in paragraph 2.a., above, is extended by a written amendment to this SIA, the time period for the validity of the LOC shall be similarly extended by the Owner. For each six (6) month extension, at the sole option of the BOCC, the face amount of the LOC shall be subject to re-certification by Owner's Engineer of the cost of completion and review by the BOCC.

d. Unenforceable LOC. Should the LOC expire or become void or unenforceable for any reason, including bankruptcy of the Owner or the financial institution issuing or confirming the LOC, prior to the BOCC's approval of Owner's Engineer's certification of completion of the Subdivision Improvements, this SIA shall become void and of no force and effect and the Final Plat shall be vacated pursuant to the terms of this SIA.

e. Partial Releases of Security. Owner may request partial releases of the LOC, and shall do so by means of submission to the Building and Planning Department of a "Written Request for Partial Release of LOC", in the form attached to and incorporated by this reference as Exhibit D, accompanied by the Owner's Engineer's stamped certificate of partial completion of improvements. The Owner's Engineer's seal shall certify that the Subdivision Improvements have been constructed in accordance with the requirements of this SIA, including all Final Plat Documents



and the Preliminary Plan Approval. Owner may also request release for a portion of the security upon proof that 1) Owner has a valid contract with a public utility company regulated by the Colorado Public Utilities Commission obligating such company to install certain utility lines; and 2) Owner has paid to the utility company the cost of installation as required by the contract. The BOCC shall authorize successive releases of portions of the face amount of the LOC as portions of the Subdivision Improvements, dealt with in this Paragraph 3, are certified as complete to the BOCC by the Owner's Engineer, requirements of the Preliminary Plan Approval have been met, and both the certification and satisfaction of the Preliminary Plan Approval requirements have been approved by the BOCC.

f. BOCC's Investigation. Notwithstanding the foregoing, upon submission of the Owner's Written Request for Partial Release of LOC, along with Owner's Engineer's certificate of partial completion of improvements, the BOCC may review the certification and the Preliminary Plan Approval, and may inspect and review the Subdivision Improvements certified as complete to determine whether or not they have been constructed in compliance with relevant specifications, as follows:

i. If no letter of potential deficiency is furnished to Owner by the BOCC within fifteen (15) business days of submission of Owner's Written Request for Partial Release of LOC, accompanied by Owner's Engineer's certificate of partial completion of improvements, all Subdivision Improvements certified as complete shall be deemed approved by the BOCC, and the BOCC shall authorize release of the appropriate amount of security, provided that all requirements of the Preliminary Plan Approval have been satisfied.

ii. If the BOCC chooses to inspect and determines that all or a portion of the Subdivision Improvements certified as complete are not in compliance with the relevant specifications or that requirements of the Preliminary Plan Approval have not been met, the BOCC shall furnish a letter of potential deficiency to the Owner, within fifteen (15) business days of submission of Owner's Written Request for Partial Release of LOC.

iii. If a letter of potential deficiency is issued identifying a portion of the certified Subdivision Improvements as potentially deficient and there are no outstanding requirements of the Preliminary Plan Approval, then all Subdivision Improvements not identified as potentially deficient shall be deemed approved by the BOCC, and the BOCC shall authorize release of the amount of security related to the Subdivision Improvements certified as complete and not identified as potentially deficient.

iv. With respect to Subdivision Improvements identified as potentially deficient in a letter of potential deficiency or requirements of the Preliminary Plan Approval that have not been met, the BOCC shall have thirty (30) days from the date of the letter to complete the initial investigation, begun under subparagraph 3.f.ii., above, and provide written confirmation of the deficiency(ies) to the Owner.

v. If the BOCC finds that the Subdivision Improvements are complete, in compliance with the relevant specifications and that all requirements of the Preliminary Plan Approval have been met, then the appropriate amount of security shall be authorized for release within ten (10) business days after completion of such investigation.

g. BOCC Completion of Improvements and Other Remedies. If the BOCC finds, within the thirty (30) day period of time, defined in subparagraph 3.f.iv. above, that the Subdivision Improvements are not complete, or if the BOCC determines that the Owner will not or cannot



construct any or all of the Subdivision Improvements, whether or not Owner has submitted a written request for release of LOC, or that requirements of the Preliminary Plan Approval have not been met, the BOCC may withdraw and employ from the LOC such funds as may be necessary to construct the Subdivision Improvements in accordance with the specifications or to satisfy the Preliminary Plan Approval requirements, up to the face amount or remaining face amount of the LOC. In such event, the BOCC shall make a written finding regarding Owner's failure to comply with this SIA or requirements of the Preliminary Plan Approval prior to requesting payment from the LOC, in accordance with the provisions of Article XIII of the Garfield County Unified Land Use Resolution of 2008. In lieu of or in addition to drawing on the LOC, the BOCC may bring an action for injunctive relief or damages for the Owner's failure to adhere to the provisions of this SIA regarding Subdivision Improvements and satisfaction of requirements of the Preliminary Plan Approval. The BOCC shall provide the Owner a reasonable time to cure any identified deficiency(ies) prior to requesting payment from the LOC or filing a civil action.

h. Final Release of Security. Upon completion of all Subdivision Improvements and Preliminary Plan Approval requirements, [*IF REVEGETATION REQUIRED*: other than revegetation,][*IF OFF-SITE REQUIRED*: and including off-site improvements,] Owner shall submit to the BOCC, through the Building and Planning Department: 1) record drawings bearing the stamp of Owner's Engineer certifying that all Subdivision Improvements [*IF OFF-SITE REQUIRED*: including off-site improvements,] have been constructed in accordance with the requirements of this SIA, including all Final Plat Documents and the Preliminary Plan Approval, in hard copy and digital format acceptable to the BOCC; 2) copies of instruments conveying real property and other interests which Owner is obligated to convey to the Homeowner's Association of the Subdivision [or any statutory special district or other entity] at the time of Final Plat Approval [, unless escrowed in

accordance with paragraph \_\_\_ below]; and 3) a Written Request for Final Release of LOC, in the form attached to and incorporated herein as Exhibit E, along with Owner's Engineer's stamp and certificate of final completion of improvements.

i. The BOCC shall authorize a final release of the LOC after the Subdivision Improvements are certified as final to the BOCC by the Owner's Engineer and said final certification is approved by the BOCC. If the BOCC finds that the Subdivision Improvements are complete, in accordance with the relevant specifications, and that all requirements of the Preliminary Plan Approval have been met, the BOCC shall authorize release of the final amount of security, within ten (10) business days following submission of the Owner's Written Request for Final Release of LOC accompanied by the other documents required by this paragraph 3.h.

ii. Notwithstanding the foregoing, upon Owner's Written Request for Final Release of LOC, accompanied by Owner's Engineer's certificate of final completion of improvements, the BOCC may inspect and review the Subdivision Improvements certified as complete. If the BOCC does so review and inspect, the process contained in paragraph 3.f., above, shall be followed.

iii. If the BOCC finds that the Subdivision Improvements are complete, in accordance with the relevant specifications, and that all requirements of the Preliminary Plan Approval have been satisfied, the BOCC shall authorize final release of security within ten (10) days after completion of such investigation.

iv. If the BOCC finds that the Subdivision Improvements are not complete, in accordance with the relevant specifications, and/or that requirements of the Preliminary Plan Approval have not been satisfied, the BOCC may complete remaining



Subdivision Improvements and satisfy requirements of the Preliminary Plan Approval, or institute court action in accordance with the process outlined in paragraph 3.g., above.

*IF REVEGETATION IS REQUIRED...*

4. **SECURITY FOR REVEGETATION.**

a. Revegetation LOC and Substitute Collateral. [\$ \_\_\_\_\_ of the face amount of the LOC, specified in Paragraph 3a above, shall be allocated to revegetation of disturbed areas within the Subdivision (■Revegetation LOC•), the cost for which is detailed as a subdivision improvement in Exhibit B.<sup>1</sup>] [Revegetation of disturbed areas in the Subdivision, the costs for which is detailed as a subdivision improvement in Exhibit B, shall be secured by delivery of a Letter of Credit from the Owner to the BOCC in the form agreed to be acceptable to the BOCC, attached to and incorporated in this SIA by reference as Exhibit ■C-1• (■Revegetation LOC•).<sup>2</sup>] The Revegetation LOC shall be valid for a minimum of two (2) years following recording of the Final Plat. The BOCC, at its sole option may permit the Owner to substitute collateral other than a Letter of Credit, in a form acceptable to the BOCC, for the purpose of securing the completion of revegetation.

b. Revegetation LOC General Provisions. The provisions of paragraphs 3.b., 3.c. and 3.d., above, dealing with Letter of Credit requirements, extension of expiration dates, increase in face amounts, and plat recording shall apply to the Revegetation LOC.

c. Revegetation Review and Notice of Deficiency. Upon establishment of revegetation, the Owner shall request review of the revegetation work by the Garfield County Vegetation Management Department, by telephone or in writing. Such review shall be for the

---

<sup>1</sup> If one LOC used

<sup>2</sup> If ■C• and ■C-1• used

purpose of verification of success of revegetation and reclamation in accordance with the Garfield County Weed Management Plan 2000, adopted by Resolution No. 2002-94 and recorded in the Office of the Garfield County Clerk and Recorder as Reception No. 580572, as amended, and the revegetation/reclamation plan titled \_\_\_\_\_ and dated \_\_\_\_\_ for the Subdivision submitted [as part of the Final Plat Documents] [for Preliminary Plan Approval]. If the Vegetation Management Department refuses approval and provides written notice of deficiency(ies), the Owner shall cure such deficiency(ies) by further revegetation efforts, approved by the Vegetation Management Department, as such efforts may be instituted within the two (2) years following recording of the Final Plat.

d. Single Request for Release of Revegetation LOC. Following receipt of written approval of the Vegetation Management Department, the Owner may request release of the Revegetation LOC and shall do so by means of submission to the BOCC, through the Building and Planning Department, of a Written Request for Release of Revegetation LOC, in the form attached to and incorporated herein by reference as Exhibit F, along with certification of completion by the Owner, or Owner's agent with knowledge, and a copy of the written approval of the Vegetation Management Department. It is specifically understood by the parties that the Revegetation LOC is not subject to successive partial releases, as authorized in paragraph 3.e., above. Further, the Revegetation LOC and the BOCC's associated rights to withdraw funds and bring a court action may survive final release of the LOC securing other Subdivision Improvements, defined in paragraph 3.a., above.

e. BOCC's Completion of Revegetation and Other Remedies. If Owner's revegetation efforts are deemed by the BOCC to be unsuccessful, in the sole opinion of the BOCC upon the recommendation of the Vegetation Management Department, or if the BOCC determines



that the Owner will not or cannot complete revegetation, the BOCC, in its discretion, may withdraw and employ from the Revegetation LOC such funds as may be necessary to carry out the revegetation work, up to the face amount of the Revegetation LOC. In lieu of or in addition to drawing on the Revegetation LOC, the BOCC may bring an action for injunctive relief or damages for the Owner's failure to adhere to the provisions of this SIA related to revegetation. The BOCC shall provide the Owner a reasonable time to cure any identified deficiency prior to requesting payment from the Revegetation LOC or filing a civil action.

5. **WATER SUPPLY [AND WASTEWATER COLLECTION].** As stated in paragraph 13, below, prior to issuance by the BOCC of any certificates of occupancy for any residences or other habitable structures constructed within the Subdivision, Owner shall install, connect and make operable a water supply and distribution system for potable water [, fire protection][non-potable irrigation water][and a wastewater/sewer collection system] in accordance with approved plans and specifications. All easements and rights-of-way necessary for installation, operation, service and maintenance of such water supply and distribution system(s) [and wastewater collection system] shall be as shown on the Final Plat. Owner shall deposit with the Garfield County Clerk and Recorder executed originals of the instruments of conveyance for easements appurtenant to the water [and wastewater] system(s), for recordation following recording of the Final Plat and this SIA. Immediately following the recordation of the Final Plat and this SIA, all facilities and equipment contained within the water supply [and wastewater collection] system(s) shall be transferred by Owner to the Homeowner's Association of the Subdivision [Special District(s)] [municipality] by bill of sale. If a third party water [or sewer] service entity requires warranty of the system(s), Owner shall provide proof to the BOCC that such warranty is in effect and, if necessary, has been assigned.

[IF OFF-SITE IMPROVEMENTS ARE REQUIRED, SEE ALTERNATE PARAGRAPH \_\_.]

6. **PUBLIC ROADS.** All roads within the Subdivision shall be dedicated by the Owner to the public as public rights-of-way and shall be accepted by the BOCC, on behalf of the public, on the face of the Final Plat. The Homeowner's Association of the Subdivision shall be solely responsible for the maintenance, repair and upkeep of said rights-of-way, including the traveled surface of the roadways and portions of the rights-of-way outside of the traveled surface. The BOCC shall not be obligated to maintain any road rights-of-way within the Subdivision. [Private access easements for the use of single lots, if any, are depicted as such on the Final Plat.] *IF PRIVATE ROADS HAVE BEEN APPROVED, PROVIDE ALTERNATE PARAGRAPH.*

7. **PUBLIC UTILITY RIGHTS-OF-WAY.** Whether or not utility easements exist elsewhere in the Subdivision, all road rights-of-way within the Subdivision shall contain rights-of-way for installation and maintenance of utilities. Public utility easements shall be dedicated by the Owner to the public utilities on the face of the Final Plat, subject to the Garfield County Road and Right-of-Way Use Regulations, recorded as Reception No. 643477, in the records of the Garfield County Clerk and Recorder, as amended. The Homeowner's Association of the Subdivision shall be solely responsible for the maintenance, repair and upkeep of said public utility easements, unless otherwise agreed to with the public utility company(ies). The BOCC shall not be obligated for the maintenance, repair and upkeep of any utility easement within the Subdivision. In the event a utility company, whether publicly or privately owned, requires conveyance of the easements dedicated on the face of the Final Plat by separate document, Owner shall execute and record the required conveyance documents.

8. **CONVEYANCE OF OPEN SPACE.** The common open space parcel(s) identified on the Final Plat of the Subdivision shall be conveyed by Owner to the Homeowner's Association at



the time of Final Plat Approval. Owner shall deposit with the Garfield County Clerk and Recorder executed original(s) of the instrument(s) of conveyance for recordation following recording of the Final Plat and this SIA.

***ALTERNATE ESCROW PARAGRAPH***

[If not conveyed at the time of recording of the Final Plat, Owner shall execute and deliver into escrow document(s) conveying the common open space parcel(s) [easement(s), greenbelt(s), park(s)], shown on the Final Plat to the Homeowner's Association. The documents shall be deposited pursuant to the escrow agreement, to be executed by the Owner, the BOCC and escrow agent (Escrow Agreement), attached to and made a part of this SIA by reference as Exhibit \_\_\_. Owner shall deliver to the BOCC a copy of the fully executed and recorded Escrow Agreement within a reasonable time following execution of this SIA. The special instructions of the Escrow Agreement shall provide:

- a. the Escrow Agent shall hold the conveyance documents until the earlier of: a) receipt of a written notice signed only by Owner notifying escrow agent that the work required of the Owner in this SIA has been completed and approved as complete by the BOCC; or b) receipt of a written notice signed only by the BOCC stating that Owner has failed to comply with the terms and conditions of this SIA; or c) the Completion Date for Subdivision Improvements, specified in paragraph 2, above, or as extended in accordance with paragraph \_\_\_ of this SIA; and
- b. upon the first to occur of the foregoing events, the escrow agent shall cause the conveyance documents to be recorded in the records of the Garfield County Clerk and Recorder.]

9. **INDEMNITY.** The Owner shall indemnify and hold the BOCC harmless and defend

the BOCC from all claims which may arise as a result of the Owner's installation of the Subdivision Improvements [including off-site improvements and revegetation] and any other agreement or obligation of Owner, related to development of the Subdivision, required pursuant to this SIA. The Owner, however, does not indemnify the BOCC for claims made asserting that the standards imposed by the BOCC are improper or are the cause of the injury asserted, or from claims which may arise from the negligent acts or omissions of the BOCC or its employees. The BOCC shall notify the Owner of receipt by the BOCC of a notice of claim or a notice of intent to sue, and the BOCC shall afford the Owner the option of defending any such claim or action. Failure to notify and provide such written option to the Owner shall extinguish the BOCC's rights under this paragraph. Nothing in this paragraph shall be construed to constitute a waiver of governmental immunity granted to the BOCC by Colorado statutes and case law.

10. **ROAD IMPACT FEE.** Pursuant to the Garfield County subdivision regulations, a Road Impact fee of \_\_\_\_\_ (\$ \_\_\_\_\_) has been established for the residential units within the Subdivision. Owner shall pay fifty percent (50%), i.e., \_\_\_\_\_ (\$ \_\_\_\_\_) of the Road Impact Fee to the Garfield County Treasurer at or prior to the time of recording of the Final Plat. The remaining 50%, i.e., \_\_\_\_\_ (\$ \_\_\_\_\_), will be collected pro rata (i.e. \$ \_\_\_\_\_) from each lot owner at the time a building permit issues for a residence within the Subdivision. *IF NO ROAD IMPACT FEE IS DUE BECAUSE OF OWNER'S OBLIGATION TO MAKE OFF-SITE ROAD IMPROVEMENTS TO A COUNTY ROAD, USE ALTERNATE PARAGRAPH.*



11. **FEES IN LIEU OF DEDICATION OF SCHOOL LAND.** Owner shall make a cash deposit in lieu of dedicating land to the \_\_\_\_\_ School District, calculated in accordance with the Garfield County Unified Land Use Resolution of 2008 and the requirements of state law. The Owner and the BOCC acknowledge and agree that the cash in lieu payment for the Subdivision is calculated as follows: [for the RE-2 School District, \$200.00 per unit] [for Parachute 16 School District, \$200.00 per unit] [for the RE-1 School District:

Unimproved per acre market value of land, based upon an appraisal submitted to the BOCC by Owner, i.e. \$ \_\_\_\_\_; and

Land dedication standard: \_\_\_\_\_ single-family dwelling units x \_\_\_\_\_ acres [ multi-family dwelling units x \_\_\_\_\_ acres] equals \_\_\_\_\_ acres.]

The Owner, therefore, shall pay to the Garfield County Treasurer, at or prior to the time of recording of the Final Plat, \_\_\_\_\_ (\$ \_\_\_\_\_) as a payment in lieu of dedication of land to the \_\_\_\_\_ School District. Said fee shall be transferred by the BOCC to the school district in accordance with the provisions of §30-28-133, C.R.S., as amended, and the Garfield County Unified Land Use Resolution of 2008.

The Owner agrees that it is obligated to pay the above-stated fee, accepts such obligations, and waives any claim that Owner is not required to pay the cash in lieu of land dedication fee. The Owner agrees that Owner will not claim, nor is Owner entitled to claim, subsequent to recording of the Final Plat of the Subdivision, a reimbursement of the fee in lieu of land dedication to the \_\_\_\_\_ School District.

*ADD ADDITIONAL PARAGRAPH FOR COMPLIANCE WITH FIRE DISTRICT REQUIREMENTS AS NECESSARY.*

12. **SALE OF LOTS.** No lots, tracts, or parcels within the Subdivision may be

separately conveyed prior to recording of the Final Plat in the records of the Garfield County Clerk and Recorder.

13. **BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.** As one remedy for breach of this SIA, including failure to satisfy requirements of the Preliminary Plan Approval, the BOCC may withhold issuance of building permits for any residence or other habitable structure to be constructed within the Subdivision. Further, no building permit shall be issued unless the Owner demonstrates to the satisfaction of the \_\_\_\_\_ Fire Protection District (District), if the Fire District has so required, that there is adequate water available to the construction site for the District's purposes [and all applicable District fees have been paid to the District]. No certificates of occupancy shall issue for any habitable building or structure, including residences, within the Subdivision until all Subdivision Improvements [, except revegetation][and including off-site improvements,] have been completed and are operational and all requirements of the Preliminary Plan Approval have been satisfied as required by this SIA. [If applicable, Owner shall provide the purchaser of a lot, prior to conveyance of the lot, a signed copy of a form in substantially the same form as that attached to and incorporated herein by reference as Exhibit \_\_, concerning the restrictions upon issuance of building permits and certificates of occupancy detailed in this SIA.]

14. **CONSENT TO VACATE PLAT.** In the event the Owner fails to comply with the terms of this SIA, the BOCC shall have the ability to vacate the Final Plat as it pertains to any lots for which building permits have not been issued. As to lots for which building permits have been issued, the Plat shall not be vacated and shall remain valid. In such event, the Owner shall provide the BOCC a plat, suitable for recording, showing the location by surveyed legal description of any portion of the Final Plat so vacated by action of the BOCC. If such a Plat is not signed by the BOCC



and recorded, or if such Plat is not provided by the Owner, the BOCC may vacate the Final Plat, or portions thereof, by resolution. [It is specifically agreed that this paragraph \_\_ applies to the Subdivision as a multi-phased project and, therefore, in the event the BOCC vacates the Final Plat as to the Subdivision, subject of this SIA, the BOCC may also withhold approval of a proposed final plat for a future phase, if Subdivision Improvements [, including off-site improvements,] [and revegetation,] and requirements of the Preliminary Plan Approval covered by this SIA are not completely installed and operable or otherwise satisfied.]

15. **ENFORCEMENT.** In addition to any rights provided by Colorado statute, the withholding of building permits and certificates of occupancy, provided for in paragraph 13, above, the provisions for release of security, detailed in paragraph 3, above, and the provisions for plat vacation, detailed in paragraph 14, above, it is mutually agreed by the BOCC and the Owner, that the BOCC, without making an election of remedies, and any purchaser of any lot within the Subdivision shall have the authority to bring an action in the Garfield County District Court to compel enforcement of this SIA. Nothing in this SIA, however, shall be interpreted to require the BOCC to bring an action for enforcement or to withhold permits or certificates or to withdraw unused security or to vacate the Final Plat or a portion thereof, nor shall this paragraph or any other provision of this SIA be interpreted to permit the purchaser of a lot to file an action against the BOCC. In addition, the BOCC may, but shall not be required to, pursue any of its enforcement remedies as applicable, pursuant to Article XII of the Unified Land Use Resolution of 2008, as amended.

16. **NOTICE BY RECORDATION.** This SIA shall be recorded in the Office of the Garfield County Clerk and Recorder and shall be a covenant running with title to all lots, tracts and parcels within the Subdivision. Such recording shall constitute notice to prospective purchasers and other interested persons as to the terms and provisions of this SIA.

17. **SUCCESSORS AND ASSIGNS.** The obligations and rights contained herein shall be binding upon and inure to the benefit of the successors and assigns of the Owner and the BOCC.

18. **CONTRACT ADMINISTRATION AND NOTICE PROVISIONS.** The representatives of the Owner and the BOCC, identified below, are authorized as contract administrators and notice recipients. Notices required or permitted by this SIA shall be in writing and shall be effective upon the date of delivery, or attempted delivery if delivery is refused. Delivery shall be made in person, by certified return receipt requested U.S. Mail, receipted delivery service, or



facsimile transmission, addressed to the authorized representatives of the BOCC and the Owner at the address or facsimile number set forth below:

**Owner:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

w/copy to,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOCC:** Board of County Commissioners  
of Garfield County, Colorado  
c/o Building & Planning Dir.  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, CO 81601  
Phone: (970) 945-8212  
Fax: (970) 384-3470

19. **AMENDMENT AND SUBSTITUTION OF SECURITY.** This SIA may be modified, but only in writing signed by the parties hereto, as their interests then appear. Any such amendment, including, by way of example, extension of the Completion Date, substitution of the form of security, or approval of a change in the identity of the security provider/issuer, shall be

considered by the BOCC at a scheduled public meeting. Owner shall certify that all taxes and assessments on the real property subject to the SIA are paid in full. If such an amendment includes a change in the identity of the provider/issuer of security, due to a conveyance of the Subdivision by the Owner to a successor in interest, Owner shall provide a copy of the recorded assignment document(s) to the BOCC, along with the original security instrument. Notwithstanding the foregoing, the parties may change the identification of notice recipients and contract administrators and the contact information provided in paragraph 18, above, in accordance with the provisions of that paragraph and without formal amendment of this SIA and without consideration at a BOCC meeting.

20. **COUNTERPARTS.** This SIA may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

21. **VENUE AND JURISDICTION.** Venue and jurisdiction for any cause arising out of or related to this SIA shall lie with the District Court of Garfield County, Colorado, and this SIA shall be construed according to the laws of the State of Colorado.

**IN WITNESS WHEREOF**, the parties have signed this SIA to be effective upon the date of Final Plat Approval for the Subdivision.

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO**

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_







APPENDIX \_\_\_\_\_

PLAT CERTIFICATE FORMS

This Appendix includes:

BOCC Certificate for Final Plats and Rural Development Exemption Plats (Public Process)..... 1

BOCC Certificate for Exemption Plats, Amended Exemption Plats and Amended Final Plats (Administrative Process)..... 2

Owner's Certificate for Final Plats and Amended Final Plats ..... 3

Owner's Certificate for Combined Plat and Common Interest Community Plat or Map (C.R.S. § 38-33.3-209, as amended) ..... 4

Owner's Certificate For Exemption Plats..... 5

Clerk and Recorder's Certificate ..... 6

County Surveyor's Certificate ..... 6

Surveyor's Certificate for Final Plats, Exemption Plats, Amended Final Plats and Amended Exemption Plats..... 7

Surveyor 's Certificate For Combined Plat and Common Interest Ownership Plat or Map Attorney or Title Company Title Certificate ..... 8

Certificate of Taxes Paid..... 8

Lienholder Consent, Subordination and Release as to Public Rights-of-Way ..... 9

Lienholder Consent and Subordination ..... 10

Easement Holder Consent..... 11



**For Final Plats and Rural Development Exemption Plats (Public Process):**

**County Commissioners' Certificate**

This Plat is approved by the Board of County Commissioners of Garfield County, Colorado, this \_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_, for filing with the Clerk and Recorder of Garfield County and for conveyance to the County of the public dedications shown hereon, subject to the provision that approval in no way obligates Garfield County for the financing or construction of improvements on lands, public roads, highways or easements dedicated to the public, except as specifically agreed to by the Board of County Commissioners by subsequent resolution. This approval shall in no way obligate Garfield County for the construction, repair or maintenance of public roads, highways or any other public dedications shown hereon.

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Garfield County, Colorado

Witness my hand and seal of the County of Garfield.

**ATTEST:**

\_\_\_\_\_  
County Clerk

**For Exemption Plats, Amended Exemption Plats and Amended Final Plats  
(Administrative Process):**

**County Commissioner's Certificate**

Based upon the review and recommendation of Garfield County Director of Community Development, the Board of County Commissioners of Garfield County, Colorado, hereby approves this [Exemption] [Amended Exemption] [Amended Final] Plat this \_\_\_ day of \_\_\_\_\_, A.D., 20\_\_, for filing with the Clerk and Recorder of Garfield County and for conveyance to the County of the public dedications shown hereon, subject to the provisions that approval in no way obligates Garfield County for the financing or construction of improvements on lands, public roads, highways or easements dedicated to the public, except as specifically agreed to by the Board of County Commissioners by subsequent resolution. This approval shall in no way obligate Garfield County for the construction, repair or maintenance of public roads, highways or any other public dedications shown hereon.

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Garfield County, Colorado

Witness my hand and seal of the County of Garfield.

**ATTEST:**

\_\_\_\_\_  
County Clerk











**Clerk and Recorder's Certificate**

This Plat was filed for record in the Office of the Clerk and Recorder of Garfield County, Colorado, at \_\_\_ o'clock \_\_\_, on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and is duly recorded as Reception No. \_\_\_\_\_.

\_\_\_\_\_  
Clerk and Recorder

By \_\_\_\_\_  
Deputy

**County Surveyor's Certificate**

Approved for content and form only and not the accuracy of surveys, calculations or drafting, pursuant to C.R.S. § 38-51-101 and 102, *et seq.*

DATED this \_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_.

\_\_\_\_\_  
Garfield County Surveyor



**For Final Plats, Exemption Plats, Amended Final Plats and Amended Exemption Plats:**

**Surveyor's Certificate**

I, \_\_\_\_\_, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this Plat is a true, correct and complete Plat of \_\_\_\_\_, as laid out, platted, dedicated and shown hereon, that such Plat was made from an accurate survey of said property by me, or under my supervision, and correctly shows the location and dimensions of the lots, easements and streets of \_\_\_\_\_ as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land.

In witness whereof, I have set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
Professional Land Surveyor

**For Combined Plat and Common Interest Ownership Plat or Map:**

**Surveyor's Certificate**

I, \_\_\_\_\_, do hereby certify that I am a Professional Land Surveyor licensed under the laws of the State of Colorado, that this common interest ownership map and Plat fully and accurately depict the improvements, including the condominium units and common ownership areas, and identifies location, layout, dimensions and horizontal and vertical boundaries, that such map was prepared subsequent to substantial completion of the improvements, and that such map and Plat comply with and contain all of the information required by C.R.S. § 38-33.3-209, as amended, and all other statutes and regulations applicable to maps and Plats of condominium common interest subdivisions.

In witness whereof, I have set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
Professional Land Surveyor

**Title Certificate**

I, \_\_\_\_\_, an attorney licensed to practice law in the State of Colorado, or agent authorized by a title insurance company, do hereby certify that I have examined the Title to all lands shown upon this Plat and that Title to such lands is vested in \_\_\_\_\_, free and clear of all liens and encumbrances (including mortgages, deeds of trust, judgments, easements, contracts and agreements of record affecting the real property in this Plat), except as follows: \_\_\_\_\_

\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

TITLE COMPANY:

\_\_\_\_\_

Agent

OR

\_\_\_\_\_

Attorney  
Colorado Attorney Registration No. \_\_\_\_\_

**Certificate of Taxes Paid**

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable as of \_\_\_\_\_, upon all parcels of real estate described on this Plat are paid in full.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
Treasurer of Garfield County















approval with conditions to the Board of County Commissioners.

F. The Board of County Commissioners opened a public hearing on the 8<sup>th</sup> day of December, 2008 upon the question of whether the above-described Subdivision Preliminary Plan should be granted or denied, during which hearing the public and interested persons were given the opportunity to express their opinions regarding the amendment.

G. The Board of County Commissioners closed the public hearing on the 8<sup>th</sup> day of December, 2008 to make a final decision.

H. The Board on the basis of substantial competent evidence produced at the aforementioned hearing, has made the following determinations of fact:

1. Proper posting and public notice were provided as required for the meeting before the Board of County Commissioners.
2. The meeting before the Board of County Commissioners was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at that meeting.
3. The above stated and other reasons, the proposed Subdivision Preliminary Plan has been determined to be in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of Garfield County.
4. The application has met the requirements of Section 4:00 of the Garfield County Subdivision Regulation of 1984, as amended.

#### RESOLUTION

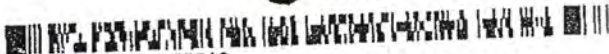
**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Garfield County, Colorado, that:

- A. The forgoing Recitals are incorporated by this reference as part of the resolution.
- B. A Subdivision Preliminary Plan to allow for five (5) parcels on the 17.578-acre parcel located at 70 CR 300, south of the Town of Parachute, Garfield County is hereby approved subject to compliance with the following conditions and attached Exhibit B:
  1. That all representations made by the Applicants in the application and as testimony in the public hearings before the Planning Commission and Board of County Commissioners shall be conditions of approval, unless specifically altered by the Board of County Commissioners.



2. No activity, other than that approved by the Resolution 2007-117, may occur on the parcel until such time as a Final Plat and related Subdivision Improvements Agreement is approved by Garfield County and recorded with the Clerk and Recorder.
3. The Preliminary Plan for the Strong Subdivision shall be valid for a period not to exceed one year from approval.
4. The Applicants shall apply to the State of Colorado, CDPHE Water Quality Control Division for a Public Water Supply for the site and meet all of the required standards of such. The approval of the public water supply shall be provided prior to Final Plat approval.
5. The Applicants shall delineate and legally describe all easements on the Final Plat and convey all easements to the Owner Association or to the responsible entity. This dedication shall be in a form acceptable to the County Attorneys Office and transfer shall occur at the time of recording the Final Plat. These easements shall include, but are not limited to all easements of record, utility easements, drainage easements, water system easements, storm-water drainage easements, open space, and all internal roads (which will be dedicated to the public on the face of the Final Plat) required as apart of this development.
6. Plat notes regarding geologic constraints shall be placed on the Final Plat in conformance with recommendations of the project engineer (Huddleston-Berry), the Colorado Geologic Survey and the Environmental Health Manager:
  - a. Lot-specific subsurface foundation investigations and geotechnical testing should be done prior to building to identify specific subsurface conditions that may affect development (collapsible soils, depth to groundwater, etc.);
  - b. Lot-specific septic investigations shall be done prior to building to identify subsurface conditions that may affect septic performance and design. Engineer-designed systems are required;
  - c. Proper foundation and utility drainage shall be established for all subsurface elements within three feet of the seasonal high groundwater elevations, and positive drainage shall be provided around structures. Downspouts shall be directed away from the foundations;
  - d. Establish and erosion control plan using best management practices;
  - e. Sulfate-resistant cement shall be used for construction;
  - f. Shallow foundations shall be placed on a minimum of 30 inches of structural fill and flatwork be placed on a minimum of 12 inches of structural fill. That fill should extend a distance equal to the thickness of the fill (ie minimum of 30 inches) beyond the lateral edges of the foundations.
7. The Colorado Division of Wildlife recommendations shall be considered conditions of approval of the Preliminary Plan:
  - a. Strict enforcement of speed limits;





Reception#: 762610  
02/03/2009 01:45:19 PM Jean Alberico  
4 of 8 Rec Fee:\$0.00 Doc Fee:0.00 GARFIELD COUNTY CO

- b. Removal of all fencing, wires and lines from previous activities;
  - c. The use of barbed wire to fence the site shall be prohibited;
  - d. Minimize soil disturbance to prevent the spread of weeds species.
8. Prior to approval of the Final Plat, the Applicants must provide information requested by the Garfield County Vegetation Manager as follows:
- a. The Applicants must treat the inventories tamarisk trees prior to the start of any construction activities and they the forward treatment records to the Vegetation Manager once the work is complete.
  - b. The Applicants must quantify the amount of surface disturbance related to the road cuts and utility easements. A security amount may be required if the amount of disturbance exceeds half an acre.
  - c. A Soil Management Plan shall be submitted that includes:
    - i. Provisions for salvaging on-site topsoil.
    - ii. A timetable for eliminating topsoil and/or aggregate piles.
    - iii. A plan that provides for soil cover if any disturbances or stockpiles will sit exposed for a period of 90 days or more.
9. At Final Plat the Applicants shall submit information compliant with water storage for fire suppression as recommended by the Fire Protection District.
10. The Final Plat application shall include information compliant with Garfield County Road and Bridge recommendations regarding signage on CR 300 and that signage shall be included in the Subdivision Improvements Agreement at Final Plat. Further the County Attorney's Office shall provide language in the SIA requiring necessary funding, should it become necessary, for improvements or repairs to CR 300 as stated in Road and Bridge comments on the application.
11. The Applicants must obtain a State Highway Access Permit for the intersection of State Highway 6 and County Road 300. Upon adoption of this condition the Board of County Commissioners shall assign the Applicants as designee to apply on behalf of Garfield County.
12. The Applicants shall include the following plat notes on the Final Plat:
- a. *"Right-to-Farm" State pursuant to C.R.S. 35-3-101, et seq. Landowners, residents and visitors must be prepared to accept the activities, sights, sounds and smells of Garfield County's agricultural operations as a normal and necessary aspect of living in a County with a strong rural character and a healthy ranching sector. All must be prepared to encounter noises, odor, lights, mud, dust, smoke chemicals, machinery on public roads, livestock on public roads, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and*



pesticides, any one or more of which may naturally occur as a part of a legal and non-negligent agricultural operations.

- b. No open hearth solid-fuel fireplaces will be allowed anywhere within the subdivision. One (1) new solid-fuel burning stove as defted by C.R.S. 25-7-401, et. seq., and the regulations promulgated thereunder, will be allowed in any dwelling unit. All dwelling units will be allowed an unrestricted number of natural gas burning stoves and appliances.
- c. All owners of land, whether ranch or residence, have obligations under State law and County regulations with regard to the maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Residents and landowners are encouraged to learn about these rights and responsibilities and act as good neighbors and citizens of the County. A good introductory source for such information is "A Guide to Rural Living & Small Scale Agriculture" put out by the Colorado State University Extension Office in Garfield County.
- d. All exterior lighting will be the minimum amount necessary and all exterior lighting will be directed inward and downward towards the interior of the subdivision, except that provisions may be made to allow for safety lighting that goes beyond the property boundaries.
- e. The mineral rights associated with this property have been partially or wholly severed and are not fully intact or transferred with the surface estate therefore allowing the potential for natural resource extraction on the property by the min

Dated this 2 day of February, A.D. 2009.

ATTEST:

Jean M Alberico  
Clerk of the Board



GARFIELD COUNTY BOARD OF COMMISSIONERS, GARFIELD COUNTY, COLORADO

[Signature]  
Chairman

Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

COMMISSIONER CHAIR JOHN F. MARTIN, Aye  
COMMISSIONER LARRY L. MCCOWN, Aye  
COMMISSIONER TRÉSI HOUP, Aye





Reception#: 762610  
02/03/2009 01:45:19 PM Jean Alberico  
7 of 8 Rec Fee: \$0.00 Doc Fee: 0.00 GARFIELD COUNTY CO

EXHIBIT A

Legal Description

A Parcel of land located in the SW1/4 of Section 27, Township 7 South, Range 96 West of the 6<sup>th</sup> P.M.

Beginning at the corner for section 27, 28, 33 and 34; thence along the west line of the SW ¼ SW ¼ of Section 27, No1°57'23"W 157.90 feet to the right of way for the Denver Rio Grand Western Rail Road; thence along said right of way, N55°29'20"E 1544.32 feet to the east line of the SW ¼ SW ¼ of said Section 27; thence along the said east line. S01°43'44"E 1021.22 feet to the west 1/16 corner between said Section 27, S89°27'37"W 1297.94 feet to the point of beginning.







STATE OF COLORADO )  
 )ss  
County of Garfield )

At a regular meeting of the Board of County Commissioners for Garfield County, Colorado, held in the Commissioners' Meeting Room, Garfield County Courthouse, in Glenwood Springs on, Monday, the 8<sup>th</sup> day of December A.D. 2008, there were present:

- John Martin \_\_\_\_\_, Commissioner Chairman
- Larry McCown \_\_\_\_\_, Commissioner
- Trèsi Houpt \_\_\_\_\_, Commissioner
- Deborah Quinn \_\_\_\_\_, Assistant County Attorney
- Marian Clayton for Jean Alberico \_\_\_\_\_, Clerk of the Board
- Ed Green (absent) \_\_\_\_\_, County Manager

when the following proceedings, among others were had and done, to-wit:

**RESOLUTION NO. 2009-08**

**A RESOLUTION CONCERNED WITH THE APPROVAL OF A ZONE DISTRICT AMENDMENT FROM AGRICULTURAL RESIDENTIAL RURAL DENSITY TO THE STRONG PLANNED UNIT DEVELOPMENT LOCATED ON COUNTY ROAD 300 SOUTH OF PARACHUTE, COLORADO, GARFIELD COUNTY**

*PARCEL NO# 2409-273-00-002*

Recitals

- A. The Board of County Commissioners of Garfield County, Colorado, received a request for a zone district amendment to change the zoning designation for a parcel from A/R/RD to Planned Unit Development.
- B. The parcel is located in the SW ¼ of the SW ¼ of Section 27, Township 7 South, Range 96 West within a 17.578-acre property owned by George and Leslie Strong, and located at 70 CR 300 south of Parachute, CO.
- C. The subject property was designated as Agricultural Residential Rural Density (A/R/RD) zone district, and pursuant to this action will be henceforth be contained within the Strong Planned Unit Development zone district as more fully described in attached Exhibit A and graphically represented in Exhibit C.
- D. The Board is authorized to permit a zone district amendment for a Planned Unit

C42

14



Development pursuant to Section 4.0 and Section 10.0 of the Zoning Resolution of 1978, as amended.

E. The Planning Commission opened a public hearing on October 8, 2008 and continued the hearing to October 22, 2008 at which time the Commission, in a unanimous vote, recommended approval with conditions to the Board of County Commissioners.

F. The Board of County Commissioners opened a public hearing on the 8<sup>th</sup> day of December, 2008 upon the question of whether the above-described zone district amendment to PUD should be granted or denied, during which hearing the public and interested persons were given the opportunity to express their opinions regarding the amendment.

G. The Board of County Commissioners closed the public hearing on the 8<sup>th</sup> day of December, 2008 to make a final decision.

H. The Board on the basis of substantial competent evidence produced at the aforementioned hearing, has made the following determinations of fact:

1. Proper posting and public notice were provided as required for the meeting before the Board of County Commissioners.
2. The meeting before the Board of County Commissioners was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at that meeting.
3. The above stated and other reasons, the proposed zone district amendment has been determined to be in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of Garfield County.
4. The application has met the requirements of PUD (Section 4.0) and Amendment (Section 10.0) the Garfield County Zoning Resolution of 1978, as amended.

RESOLUTION

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Garfield County, Colorado, that:

- A. The forgoing Recitals are incorporated by this reference as part of the resolution.
- B. A Zone District Amendment from Agricultural Residential Rural Density to Planned Unit Development for the Strong PUD located at 70 CR 300, south of the Town of Parachute, Garfield County is hereby approved subject to compliance with the following conditions:







Reception#: 762609  
02/03/2009 01:45:19 PM Jean Alberico  
4 of 14 Rec Fee:\$0.00 Doc Fee:0.00 GARFIELD COUNTY CO

County Clerk and ex-officio Clerk of the Board of County Commissioners

---

Reception#: 762609  
02/03/2009 01:45:19 PM Jean Alberico  
5 of 14 Rec Fee:\$0.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT A

Legal Description

A Parcel of land located in the SW1/4 of Section 27, Township 7 South, Range 96 West of the 6<sup>th</sup> P.M.

Beginning at the corner for section 27, 28, 33 and 34; thence along the west line of the SW ¼ SW ¼ of Section 27, No1°57'23"W 157.90 feet to the right of way for the Denver Rio Grand Western Rail Road; thence along said right of way, N55°29'20"E 1544.32 feet to the east line of the SW ¼ SW ¼ of said Section 27; thence along the said east line. S01°43'44"E 1021.22 feet to the west 1/16 corner between said Section 27, S89°27'37"W 1297.94 feet to the point of beginning.





Reception#: 762609  
02/03/2009 01:45:19 PM Jean Alberico  
6 of 14 Rec Fee:\$0.00 Doc Fee:0.00 GARFIELD COUNTY CO

**EXHIBIT B**

**STRONG PLANNED UNIT DEVELOPMENT GUIDE**

**STRONG PLANNED UNIT DEVELOPMENT  
ZONING AND DEVELOPMENT CONTROL GUIDE**

**A) Purpose**

To regulate land uses and impacts and to assure orderly use and maintenance of the development.

**B) Zone districts within the PUD**

- 1) Resource Support (RS) Zone District
- 2) Utility and Easement (UE) Zone District

**C) Definitions**

Communication Facility - A nonresidential structure supporting antennae and microwave dishes that disseminate radio frequency signals, including television and data impulses through space by means of radio and electromagnetic waves. Communication facilities include structures, towers and accessory buildings.

Contractor Yard - The use of land within the PUD for the purpose of storing machinery, equipment and supplies for businesses that provide services to clients through the use of machinery, equipment and supplies. Such use may include office and repair facilities. Repair facilities and operations may be conducted within or outside of structures.

Fabrication - The act of creating materials or products. Examples include, but are not limited to cabinet-making, woodworking, metal working, glazing, machining and welding, mixing of drilling fluids and similar materials.

General Storage - The keeping of goods, materials, equipment, supplies, tools, machinery, automobiles and similar items. General storage is allowed within storage buildings or warehouses constructed within the PUD and also as open storage, in an orderly manner, within the boundaries of individual PUD lots. Long term storage of inoperable machines or vehicles shall not be allowed.

Heavy Equipment - Generally inclusive of large vehicles such as graders, earthmovers, cranes, oil and gas field equipment and similar vehicles and equipment, or any vehicle having a gross weight of 6000 pounds or greater.

Material Handling - The loading or unloading of goods, materials, and products, in bulk.



Processing - Change in the physical state or chemical composition of matter. Examples include, but are not limited to, sawmill, creation of glass, ceramic or plastic materials, concrete and asphalt batch plants.

Solar Power Generating System aka Solar Array - A device or system that converts the sun's radiant energy into thermal, chemical or electric energy. Such facilities are intended to create electricity to be delivered to a variety of consumers beyond the facility.

Storage of Oil and Gas Drilling Equipment and Supplies- The short-term or long-term storage of materials and supplies that are typically used in prospecting, drilling and servicing of oil and gas wells.

Warehouse and Distribution Center - A structure or structures used principally for the inside storage and distribution of goods and materials, which includes land and buildings used as a relay station for the transfer of goods from one vehicle or party to another, and the parking and storage of tractor and/or other trailer units.

**D) Uses By Right - Resource Support District**

- 1) Business offices associated with any categorized use.
  - A) Business offices shall not exceed 1500 square feet.
  - B) Lot 1 shall be allowed two business offices, each up to 1500 square feet in size, each allowed up to three (3) full-time employees.
  - C) Business offices on lots 2 through 5 shall be allowed one office on each lot and up to four (4) full-time employees per office.
  - D) Business offices may be freestanding or incorporated into another structure.
- 2) Contractor Yard
- 3) Fabrication
- 4) General Storage
- 5) Storage of Heavy Equipment
- 6) Storage of Oil and Gas Drilling Equipment and Supplies
- 7) Communication Facility
- 8) Solar Power Generating System
- 9) Materials lab and testing
- 10) Material Handling

**E) Uses Allowed by Special Review - Resource Support District**

- 1) Processing
- 2) Warehouse and Distribution Center
- 3) Concrete and asphalt batch plant(s)

All uses allowed within the PUD by Special Use Review must receive approval by Garfield County prior to inception of the use.

**F) Uses Allowed by Right - Utility and Easement District**

- 1) Installation and maintenance of utilities
- 2) Irrigation and drainage facilities and related structures
- 3) Access roads and driveways

**G) Lot Coverage and Setbacks**

**Lot Coverage** - Each individual parcel within the PUD is allowed to have structures, either singular or multiple, that may cover a maximum of 15% of the total lot area.

**Setbacks**

- 1) Building Setback from County Road edge of right of way - 25 feet
- 2) Storage Setback from County Road edge of right of way - 15 feet
- 3) Setback from internal road system - 5 feet
- 4) Setback from reserved easements - 5 feet
- 5) Internal Lot Line Setbacks - zero (0) feet where lot lines are delineated by a fence or similar structure

**H) Maximum Height of Structures Within the PUD**

- 1) Structure Height: 35 feet
- 2) Storage silos may be up to 40 feet in height.

**I) Parking**

- 1) Office Parking Requirements: One (1) space per 200 square feet of office floor area.
- 2) Parking for storage purposes: Shall be allowed on the entire impervious area of a lot.
- 3) Parking shall not be allowed on or within the PUD road rights-of-way or easements.
- 4) One parking space per each full-time employee shall be provided on each parcel. This requirement is to be demonstrated at time of building permit submittal.

**J) Fencing**

- 1) Perimeter fencing is required on all parcels in the PUD.
- 2) No fencing shall be placed in any easement that will obstruct the function of the easement.
- 3) Maximum height of the fencing on any lot is restricted to ten (10) feet. If barbed wire will be utilized, it must be at least 6 feet off the ground.
- 4) Individual parcel owners or the lessee of the individual parcel shall be responsible for maintenance and upkeep of the fencing surrounding the parcel.
- 5) Any fencing that is shared by adjacent lots shall be maintained jointly by the adjacent parcel owners or lessees.



**K) Lighting**

- 1] All lighting shall be downcast and shaded to limit glare or reflection on adjacent property.
- 2] Height of exterior lighting shall be limited to 20 feet.

**L) Signage**

- 1] Each parcel shall be allowed no more than two (2) signs. One sign is allowed to be placed on a wall of a structure or building, the second sign may be placed anywhere within the boundary of the parcel.

- A] Wall Signs - may be up to 64 square feet in size.
- B] Lot Signs - may be up to 32 square feet in size.

**Performance Standards**

This section shall regulate the operation of the allowed land uses within the PUD. The standards are intended to ensure compliance with the Industrial Performance Standards generally accepted by Garfield County.

All operations shall be conducted in such a manner as to minimize heat, dust, smoke, vibration, glare and odor and all other undesirable environmental effects beyond the boundaries of the property.

The Parcel Owner's Association shall be responsible for any enforcement action required under these regulations.

Sound: Volume of sound generated shall comply with the standards set forth in the Colorado Revised Statutes;

Vibration generated: Every use shall be so operated that the ground vibration inherently and recurrently generated is not perceptible, without the use of instruments, at any point of any boundary line of the property on which the use is located;

Emission of smoke and particulate matter: Every use shall be operated so as to comply with all federal, state and county air quality laws, regulations and standards;

Emission of heat, glare, radiation and fumes: Every use shall be operated so that it does not emit, heat, glare, radiation or fumes that substantially interfere with the existing use of adjoining property or that constitute a public nuisance or hazard. Flaring of gases, aircraft warning signals, reflective painting of storage tanks, or other such operations which may be required by law as safety or pollution control measures shall be exempted from these provisions.



All storage areas shall be operated within the following performance standards:

- 1] Storage of flammable or explosive solids or gases shall be in accordance with accepted standards and laws and shall comply with federal, state and local fire codes and written recommendations from the appropriate local fire protection district.
- 2] No materials or wastes shall be deposited on any lot within the PUD in such manner or form that they may be transferred off the property by any reasonable foreseen natural causes or forces.
- 3] Storage of heavy equipment will be allowed subject to the following standards:
  - A] All equipment storage will be enclosed in an area with screening at least eight (8) feet in height and obscured from view at the same elevation or lower.
  - B] Repair and maintenance activities requiring the use of equipment that will generate noise, odors or glare beyond the property boundaries may be conducted within a building or outdoors, so long as negative effects caused by these operations are not transmitted off the PUD site. Outdoor heavy equipment operation hours shall be between the hours of 6 am and 8 pm.
  - C] All loading and unloading of vehicles shall be conducted on private property within the PUD and shall not be conducted on any development right-of-way.
- 4] Potential for water pollution: If any use is conducted in a manner whereby potential water pollution could occur, the use shall be required to install safeguards designed to comply with the regulations of all federal, state and county regulatory agencies.
- 5] All purchasers, leaseholders, occupants or users of the development are required to follow all regulations imposed herein.
- 6] All drainage ways, drainage structures, culverts, erosion control devices, detention ponds, etc., as approved and installed, must be kept in good useable condition. The parcel owner or the lessee shall be the entity responsible for maintenance and upkeep within the boundaries of the owned or leased parcel.
- 7] Control of fugitive dust on access roads and easements within the development is the responsibility of the Parcel Owners Association. Individual lot owners or lessees shall be responsible for the control of fugitive dust on individual parcels.
- 8] On lot fuel storage shall be limited to a single storage tank of up to one thousand (1000) gallons per developable lot. Adequate spill containment structures shall be designed and constructed for any parcel on which fuel is stored. The containment structure shall be capable of holding 110% of the maximum volume of the fuel storage tank and shall comply with all Federal, State and local regulations.



9] Parcels within the development may be used in tandem without being considered to have merged in title. However, no resubdivision of the original five (5) parcels shall be allowed.

10] Fire extinguishers shall be required to be kept and maintained on each parcel. The fire extinguisher shall be placed in a conspicuous location with ease of access being mandatory.

11] All fabrication and repair operations shall be conducted within a building.

12] All storage of heavy equipment shall be within a building or enclosed within a fenced area and screened from view along the County Road.

13] All on-site refuse containers must have functioning lids and proper care shall be taken to ensure no trash is removed from the container by the forces of nature.

14] Prior to building permit submittal to Garfield County for any parcel within the PUD, a Phase One Environmental Site Assessment, within the scope of American Society for Testing and Materials Practice E 1527-05, as the same may be amended, shall be performed by the lot owner or lot lessee at the expense of the lot owner or lot lessee. Prior to abandonment of the site by the lot owner or lot lessee, a Phase One Environmental Study shall be completed and any remediation necessary, as identified by the Study, shall be completed by the lot owner or lessee at his expense.

15] A Public Water System will be permitted through Colorado Department of Public Health and Environment at such time the water system is expected to regularly serve an average of 25 individuals for an average of 60 days per year.

#### **General Allowances, Maintenance and Upkeep of the Land Within the Development**

1] All uses of land and structures within the Development shall be in an orderly fashion. No use of the land shall be for the long-term storage (defined as storage in excess of 120 days) of inoperable machinery, equipment, automobiles or waste materials such as trash, tires, pallets, empty drums or any similar items. All vehicles stored within the PUD shall maintain current Colorado registrations and licenses.

2] No outside watering of landscaping shall be allowed within the PUD unless an individual lot owner or lessee obtains a sufficient amount of irrigation water and applies for the necessary permits.

3] Individual parcel owners or lessees shall be responsible for weed control on their respective parcel(s). Weeds shall not be allowed to thrive anywhere within the boundaries of the development.

- 4] All storage of materials shall be conducted in strict compliance with state and federal regulations. All required documentation shall be kept on-site and open for inspection.
- 5] All buildings and structures shall be finished with earth-tone colors, except where required by safety considerations.
- 6] Leasehold interests in individual parcels shall be allowed. Parcel 1 may have two (2) leasehold interests. Parcels 2 through 5, inclusive, are each allowed one (1) leasehold interest.
- 7] Individual parcels shall be allowed one (1) categorized use, as contained in Sections D and E herein, per leasehold or ownership interest. The uses may change, however, only one categorized use shall be allowed to be in operation at any given time.
- 8] Engineered individual sewage disposal systems are required for each lot.
- 9] One mobile office trailer is allowed on each parcel and may only be utilized in conformance with Section D(1) of these regulations. The mobile office trailer is temporary and must be removed upon issuance of the certificate of occupancy for the permanent office.
- 10] All hazardous and flammable materials are required to be handled in strict conformance with state and federal regulations.



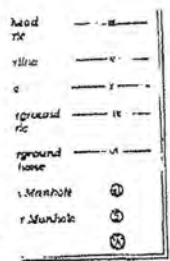
# EXHIBIT C

## Strong PUD Zone District Map

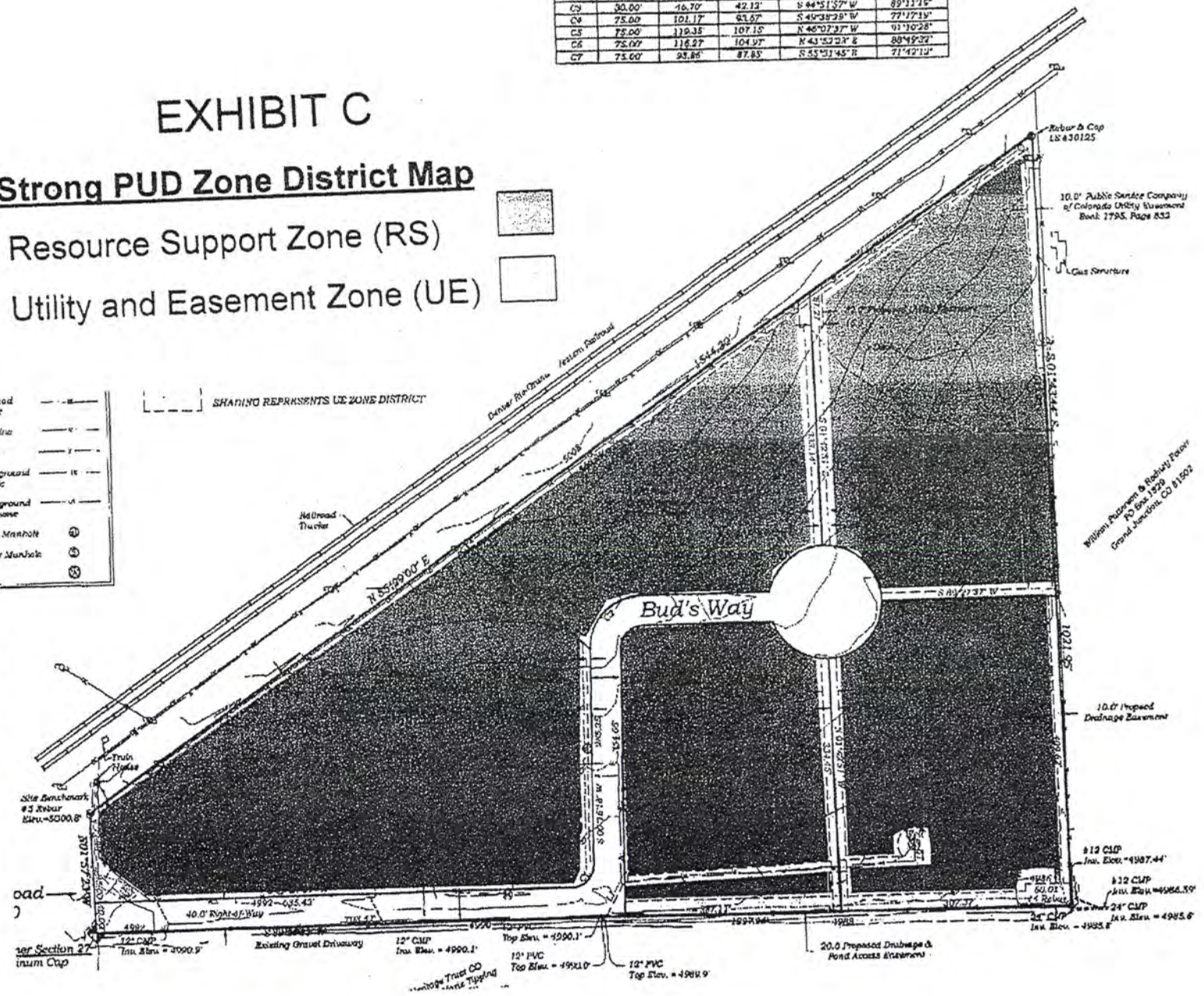
Resource Support Zone (RS)

Utility and Easement Zone (UE)

Line	Length	Bearing	Angle	Point	Distance	Bearing	Point
C1	50.00'	S 44° 51' 37" W	89° 11' 10"				
C2	75.00'	S 40° 38' 28" W	77° 17' 11"				
C3	75.00'	N 45° 07' 37" W	91° 10' 28"				
C4	75.00'	N 43° 53' 27" E	88° 49' 32"				
C5	75.00'	S 55° 51' 45" E	71° 42' 11"				



SHADING REPRESENTS UE ZONE DISTRICT



Reception #: 762609  
 02/03/2009 01:45:19 PM Jean Alberico  
 14 of 14 Rec Fee: \$0.00 Doc Fee: \$0.00 GARFIELD COUNTY CO

**COMPLIANCE WITH CONDITIONS OF  
APPROVAL**



1. That all representations made by the Applicants in the application and as testimony in the public hearings before the Planning Commission and Board of County Commissioners shall be conditions of approval, unless specifically altered by the Board of County Commissioners.

**No Response**

2. No activity, other than that approved by the Resolution 2007-117, may occur on the parcel until such time as a Final Plat and related Subdivision Improvements Agreement is approved by Garfield County and recorded with the Clerk and Recorder.

**No Response**

3. The Preliminary Plan for the Strong Subdivision shall be valid for a period not to exceed one year from approval.

**No Response**

4. The Applicants shall apply to the State of Colorado, CDPHE Water Quality Control Division for a Public Water Supply for the site and meet all of the required standards of such. The approval of the public water supply shall be provided prior to Final Plat approval.

**Response: Included in this Final Plat application is the entire Potable Water Supply Plans Review Application to the Colorado Department of Public Health and Environment (CDPHE). This application has also been submitted to Jim Rada of the Garfield County Public Health Department for his review and approval.**

**The initial rounds of water testing have been completed with all tested parameters being within the acceptable ranges. On April 20, 2009, CDPHE issued its letter of approval, which is included with this application. A condition of the CDPHE approval is to have the system operated by a qualified operator. Colorado River Engineering has been retained for this function.**

5. The Applicants shall delineate and legally describe all easements on the Final Plat and convey all easements to the Owner Association or to the responsible entity. This dedication shall be in a form acceptable to the County Attorneys Office and transfer shall occur at the time of recording the Final Plat. These easements shall include, but are not limited to all easements of record, utility easements, drainage easements, water system easements, storm-water drainage easements, open space, and all internal roads (which will be dedicated to the public on the face of the Final Plat) required as apart of this development.

**Response: The easements are shown on the Final Plat and will be conveyed to the Parcel Owners Association at time of recording the Plat.**

6. Plat notes regarding geologic constraints shall be placed on the Final Plat in conformance with recommendations of the project engineer (Huddleston-Berry), the Colorado Geologic Survey and the Environmental Health Manager:

- a. Lot-specific subsurface foundation investigations and geotechnical testing should be done prior to building to identify specific subsurface conditions that may affect development (collapsible soils, depth to groundwater, etc.);
- b. Lot-specific septic investigations shall be done prior to building to identify subsurface conditions that may affect septic performance and design. Engineer-designed systems are required;
- c. Proper foundation and utility drainage shall be established for all subsurface elements within three feet of the seasonal high groundwater elevations, and positive drainage shall be provided around structures. Downspouts shall be directed away from the foundations;
- d. Establish and erosion control plan using best management practices;
- e. Sulfate-resistant cement shall be used for construction;
- f. Shallow foundations shall be placed on a minimum of 30 inches of structural fill and flatwork be placed on a minimum of 12 inches of structural fill. That fill should extend a distance equal to the thickness of the fill (i.e. minimum of 30 inches) beyond the lateral edges of the foundations.

**Response: The above notes are included on the plat.**

7. The Colorado Division of Wildlife recommendations shall be considered conditions of approval of the Preliminary Plan:

- a. Strict enforcement of speed limits;
- b. Removal of all fencing, wires and lines from previous activities;
- c. The use of barbed wire to fence the site shall be prohibited;
- d. Minimize soil disturbance to prevent the spread of weeds species.

**Response: All recommendations will be followed except Item C. The DOW allowed barbed wire so long as it is at a sufficient distance above the ground to not endanger wildlife. The PUD Guide has adopted this condition.**

8. Prior to approval of the Final Plat, the Applicants must provide information requested by the Garfield County Vegetation Manager as follows:

- a. The Applicants must treat the inventories tamarisk trees prior to the start of any construction activities and they the forward treatment records to the Vegetation Manager once the work is complete.
- b. The Applicants must quantify the amount of surface disturbance related to the road cuts and utility easements. A security amount may be required if the amount of disturbance exceeds half an acre.
- c. A Soil Management Plan shall be submitted that includes:
  - i. Provisions for salvaging on-site topsoil.
  - ii. A timetable for eliminating topsoil and/or aggregate piles.



iii. A plan that provides for soil cover if any disturbances or stockpiles will sit exposed for a period of 90 days or more.

**Response: Steve Anthony has been consulted and has visited the site. Attached in this section is a statement from Keith Mendenhall, P.E., of ZAO Engineers regarding the treatment of the tamarisk, amount of surface disturbance and that no soil management plan is necessary since the entire site will be covered with imported road base and gravel.**

9. At Final Plat the Applicants shall submit information compliant with water storage for fire suppression as recommended by the Fire Protection District.

**Response: The Grand Valley Fire Protection District has reviewed the site numerous times. The attached letter dated March 3, 2009, states: "The information submitted by the applicant does put the applicant in compliance with the Fire District." Additional consultation with the GVFPD will be conducted as the site is developed.**

10. The Final Plat application shall include information compliant with Garfield County Road and Bridge recommendations regarding signage on CR 300 and that signage shall be included in the Subdivision Improvements Agreement at Final Plat. Further the County Attorney's Office shall provide language in the SIA requiring necessary funding, should it become necessary, for improvements or repairs to CR 300 as stated in Road and Bridge comments on the application.

**Response: Please see the attached correspondence from Jake Mall, Administrative Foreman of the Garfield County Road and Bridge Department noting, again, that all previous requirements have been met.**

11. The Applicants must obtain a State Highway Access Permit for the intersection of State Highway 6 and County Road 300. Upon adoption of this condition the Board of County Commissioners shall assign the Applicants as designee to apply on behalf of Garfield County.

**Response: It is our understanding that the Board of County Commissioners has directed county departments and staff to initiate planning and design engineering for this intersection and will, itself, act as the permitting authority. It is our further understanding that upon completion of design and generation of cost estimates, this development will be required to provide its pro-rata share for the improvements to the intersection.**

**Moreover, this applicant has successfully amended the Preliminary Plan approval that has removed the applicants as the permitting agent.**

12. The Applicants shall include the following plat notes on the Final Plat:

a. "Right-to-Farm" State pursuant to C. R. S. 35-3-101, et seq. Landowners, residents and visitors must be prepared to accept the activities, sights, sounds and smells of Garfield County's agricultural operations as a normal and necessary aspect of living in a County with a strong rural character and a healthy ranching sector. All must be prepared to encounter noises, odor, lights, mud, dust, smoke chemicals, machinery on public roads, livestock on public roads, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides, any one or more of which may naturally occur as apart of a legal and non-negligent agricultural operations.

b. No open hearth solid-fuel fireplaces will be allowed anywhere within the subdivision. One (1) new solid-fuel burning stove as defied by C.R.S. 25-7-401, et. seq., and the regulations promulgated thereunder, will be allowed in any dwelling unit. All dwelling units will be allowed an unrestricted number of natural gas burning stoves and appliances.

c. All owners of land, whether ranch or residence, have obligations under State law and County regulations with regard to the maintenance of fences and irrigation ditches, controlling weeds, keeping livestock and pets under control, using property in accordance with zoning, and other aspects of using and maintaining property. Residents and landowners are encouraged to learn about these rights and responsibilities and act as good neighbors and citizens of the County. A good introductory source for such information is "A Guide to Rural Living & Small Scale Agriculture" put out by the Colorado State University Extension Office in Garfield County.

d. All exterior lighting will be the minimum amount necessary and all exterior lighting will be directed inward and downward towards the interior of the subdivision, except that provisions may be made to allow for safety lighting that goes beyond the property boundaries.

e. The mineral rights associated with this property have been partially or wholly severed and are not fully intact or transferred with the surface estate therefore allowing the potential for natural resource extraction on the property by the mineral rights owner or lessee.

**Response: All plat notes are included on the plat with the exception of item (B). This condition clearly contemplates residential development of the subdivision which is neither proposed nor allowed by zoning.**



ZAO Engineers, Ltd.  
2764 Compass Drive, #230  
Grand Junction, CO 81506  
(970) 241-5623

February 13, 2009

Garfield County Vegetation Manager  
Re: **Requested Information concerning the proposed Strong PUD**

Responses below are to specific labeled questions per information from the owner, George Strong.

8.a. The *tamarisk* trees were treated in 2007 as part of the original special use permit. The treatment was accomplished with Pathfinder 2.

8.b. Approximately .2 of an acre of surface disturbance occurred during roadway and easement construction.

8.c.i. The approved Preliminary Plan identifies the site as graveled in conjunction with the anticipated land uses. No soil management has been proposed as the existing top soil will not be moved, stock piled or salvaged. Imported road base and gravel will be placed over the entire site.

8.b.ii. Please see comment above.

8.c.iii. Please see comment above.

Please don't hesitate to contact this office with further questions or concerns.  
Sincerely,

Keith Mendenhall, PE  
ZAO Engineers, Ltd.

Needs  
original  
signed &  
stamped!



## GRAND VALLEY FIRE PROTECTION DISTRICT

1777 S. BATTLEMENT PARKWAY, PO BOX 295

PARACHUTE, CO 81635

PHONE: 285-9119, FAX (970) 285-9748

March 3, 2009

Kathy Eastley  
Garfield County Building & Planning  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, CO 81601

Subject: Strong Subdivision

Ms. Eastley:

This letter is in response to the email from 3-3-2009. The Strong Property will have 10,000 gallons of water storage on site. This water storage will exceed the minimum of 2,500 gallons required by the Fire District. This water is used for any Structure fire AND/OR Wildland fire mitigation. This requirement is required by all properties outside the fire district where a water distribution system is not accessible within a reasonable response time to the property. The information submitted by the applicant does put the applicant in compliance with the Fire District. If you have any further questions please feel free to contact me a 970-285-9119.

Rob Ferguson  
Deputy Fire Chief – Operations

Cc: File  
Chief Blair



## Compass Mountain Land Use, LLC

---

**From:** George Strong [strong@sopris.net]  
**Sent:** Wednesday, February 04, 2009 3:43 PM  
**To:** Compass Mountain Land Use, LLC  
**Cc:** Walter E. Brown III  
**Subject:** Fw: George Strong Property

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

**From:** Jake Mall  
**To:** strong@sopris.net  
**Sent:** Wednesday, February 04, 2009 3:10 PM  
**Subject:** FW: George Strong Property

George:

This is the letter I sent to Kathy Eastley concerning your property on Cr. 300.

Jake B. Mall  
Administrative Foreman  
Garfield County Road and Bridge Department  
970-625-8601 Office  
970-618-6194 Cell

---

**From:** Jake Mall  
**Sent:** Tuesday, February 03, 2009 8:10 AM  
**To:** Kathy A. Eastley  
**Subject:** George Strong Property

Kathy:

The George Strong property on Cr. 300 at Una meets all the current driveway standards including the stop sign and I have approved the driveway in the past. Let me know if you need anything else from me on this one.

Thanks  
Jake B. Mall  
Administrative Foreman  
Garfield County Road and Bridge Department  
970-625-8601 Office  
970-618-6194 Cell

No virus found in this incoming message.  
Checked by AVG.

Version: 7.5.552 / Virus Database: 270.10.17/1934 - Release Date: 2/4/2009 8:24 AM



1995 Howard Avenue  
Rifle, Colorado 81650

09/17/09

George Strong  
Strong Subdivision  
Parachute, CO

Re: Will serve letter for **Strong Subdivision**

Dear **George**,

In accordance with our tariffs filed with and approved by the Colorado Public Utilities Commission, Electric facilities can be made available to serve your project at the **Strong Subdivision**.

Service will be provided after engineering is completed, payment is received, any easements are signed and construction can be completed. We will have better information available after design has been completed as to a scheduled in-service date.

If I can be of further assistance, please contact me at 970-244-2727.

Sincerely,

A handwritten signature in cursive script that reads 'Josh Bohlsen'.

**Josh Bohlsen**  
**Planner**





09/24/2009

Strong Lumber & Speciality  
7190 Hwy 13  
Rifle, CO 81650

RE: Strong Sub'd  
Parachute, CO

Qwest Communications will provide telephone service, to the above mentioned project,  
as required by tariff, filed through the Colorado Public Utility Commission.

If you have any questions please call  
970-384-0255

Sincerely,

A handwritten signature in cursive script that reads "Gary Gibson".

Gary Gibson  
Senior Design Engineer

# AmeriGas

690 Railroad Blvd  
Grand Junction, Co 81505  
970-242-8000 x 1  
800-979-9384 x 1  
970-242-2550 (fax)

<b>TO:</b>	<b>GEORGE STRONG</b>
<b>FROM:</b>	<b>Jon Rand/Sr. Account Manager/Western Colorado</b>
<b>SUBJECT:</b>	<b>PROPANE SERVICE TO RESIDENCE</b>
<b>DATE</b>	<b>9/22/2009</b>

To whom it may concern

This letter is to confirm that we will be supply propane for George Strong (Strong Subdivision) located at 0070 County Road 300 in Parachute Colorado. This propane supply will operate all appliances that run on propane within use of the warehouses.

If you have any questions on our services, please feel free to contact me at the above numbers.

Very sincerely



Jon E. Rand  
Sr. Account Manager/Western Colorado  
970-242-8000 x 1  
1-800-979-9384 x 1  
970-242-2550 (fax)

[Jon.Rand@AmeriGas.com](mailto:Jon.Rand@AmeriGas.com)  
Don't forget to check out

[www.PropaneAdvice.blogspot.com](http://www.PropaneAdvice.blogspot.com)



**ENGINEER COST ESTIMATES**

**ZAO Engineers, Ltd.**  
2764 Compass Drive, #230  
Grand Junction, CO 81506  
(970) 241-5623

**STRONG PUD – Improvements Cost Estimate**

**Domestic Water:**

Four lines travel a total of 800 linear ft to individual meter / distribution pits

**Total: \$16,930 (estimate based on on-site existing comparables)**

Water treatment per CDPH

Water chlorinators, Pump house, Meters, Plumbing/Electrical

**Total: \$27,725 (see attached estimate per Colorado River Engineering)**

**Electric:**

Electric drops to lots two thru five

**Total: \$7,000 (per Xcel Energy)**

**Telephone:**

Fiber conduit to lots two thru five

**Total: \$1,600 (per Qwest)**

**Roadway and Drainage:**

Widening of existing cul-de-sac and installation of drainage around it

Place top dressing over cul-de-sac.

Construct drainage ditch South-East 409 ft.

**Total: \$ 9,200 (estimate based on '07/'08 Saylor Cost Estimate Guide)**

**Grand Total: \$ 62,455**

The estimates listed above and associated details were reviewed by this engineer.

The Roadway and Drainage estimate represents ~ 3 ½ % of dirt work remaining to be done on the site. The dollar total indicated reflects the Saylor cost input and a factor generated from incurred actual expenses for the completed ~96 ½ % dirt work.

Respectfully submitted,

  
Keith Mendenhall, PE

ZAO Engineers, Ltd.



**STRONG SUBDIVISION PUD**

**Water Disinfection System Components  
 Cost Estimate**

<u>Qty</u>	<u>Description</u>	<u>Est. Cost (each)</u>
1	Grundfos SQE Pump	3000.
2	Pulsafeeder Chemical Feed Pumps	400. x 2
1	Well Pump Control w/Floats	500.
1	55-Gal NSF Cert Chlorine Solution Tank	100.
2	Chlorine Solution Injectors	100. x 2
1	Chlorine Test Kit	75.
<del>1</del>	<del>Water Meter</del>	<del>150.</del>
1	Pumphouse plumbing fittings (valves/check valves/hose bibbs/pipe/etc)	1000.
1	Pumphouse electrical components (main disconnect, well disconnect, heaters, wiring, outlets, lights, etc)	1000.
2	Snyder 1,100 Gallon NSF Cert Tanks	1000. x 2
1	Pumphouse 10'x 20'(9'walls/foundation)	12,000.
1	Overhead Door 8.5' min. (installed)	900.
1	Plumber	2000.
1	Electrician	2000.
1	Pump Service	2000.
<b>Total:</b>		<b>\$27,725.00</b>

**Note: Does not include costs associated with the water distribution system.**

February 5, 2009  
 Colorado River Engineering, Inc  
 PO Box 1301  
 Rifle, CO 81650  
 (970) 625-5933

**COMMUNITY WATER SUPPLY  
APPLICATION AND INFORMATION**



# STATE OF COLORADO

Bill Ritter, Jr., Governor  
James B. Martin, Executive Director

*Dedicated to protecting and improving the health and environment of the people of Colorado*

Grand Junction Regional Office  
222 S. 6<sup>th</sup> St., Rm 232  
Grand Junction CO 81501-2768  
Fax (970) 248-7198  
<http://www.cdphe.state.co.us>



Colorado Department  
of Public Health  
and Environment

April 20, 2009

Colorado River Engineering, Inc.  
Attn.: Mr. Chris Manera  
P.O. Box 1301  
Rifle, CO 81650

Re: **Plans Approval for Strong Subdivision PUD New Water System, PWSID# CO0223730, Transient Non-Community Water System, Garfield County**

Dear Mr. Manera:

The plans for the Strong Subdivision Water System, submitted on February 25, 2009, and additional information submitted up to and on March 25, 2009, has been received and reviewed in accordance with the Colorado Primary Drinking Water Regulations and the Colorado Design Criteria for Potable Water. The scope of this project includes:

- A 35-foot deep well.
- A sodium hypochlorite chemical tank and chemical feed pump.
- Two-1,100 gallon above ground storage tanks used for chlorine CT.
- A submersible pump pumping from the storage tanks into the distribution system.

The system plans, as proposed, are hereby approved.

All future change orders and addendums must be submitted to this Department for approval.

Upon completion of construction, a written certification from your engineering firm stating that the facility was built as approved by this office, must be submitted to the Department.

**This system is classified as a Transient Non-Community Water System. The operator of this system must be minimally certified as a Transient Non-Community Water System operator through the Colorado Water and Wastewater Facility Operators Certification Board.**

Page 2

Approval of this proposed project is based only on engineering design and the facility's ability to provide safe potable water, meeting the Colorado Primary Drinking Water Regulations. Approval shall in no way influence local planning decisions.

Attached to this letter you will find a Customer Satisfaction Survey. We would greatly appreciate it if you would take a few moments to complete this survey and return it to us. Simply fill out the form, fold it according to the directions and drop it in the mail. The postage is already paid! Thank you for your time.

If you have any further questions please contact me at 970-248-7144.

Respectfully,



Mark A. Kadnuck, P.E.  
District Engineer  
Engineering Section  
Water Quality Control Division

CC: Jim Rada, Garfield County Environmental Health  
Erica Kannely, Compliance Assurance and Data Management, WQCD  
File





February 9, 2009

Mr. Jim Rada  
Garfield County Public Health Department  
195 West 14<sup>th</sup> Street  
Rifle, Colorado 81650

**RE: Strong Subdivision PUD - Water Supply Plans Review**

Dear Jim:

Colorado River Engineering, Inc. (CRE) has prepared the attached Colorado Department of Health & Environment (CDPHE) Potable Water Supply Plans Review Application for the Strong Subdivision PUD Transient, Non-Community Public Water System, as required by the State of Colorado and by Garfield County.

We have sent you two copies of the Plans Review Application package for your review. If the package meets with your approval, please sign where indicated on the application form and return the signed form along with one copy of the application package to our office. We will then submit two copies of the package to the CDPHE.

If you have any questions, please do not hesitate to call 970-625-4933.

Sincerely,



Christopher Manera, P.E.

Hand Delivered

Cc: George Strong

Garco Health.doc



# **STRONG SUBDIVISION PUD CDPHE PLANS REVIEW**

**February 9, 2009**

**Prepared By:  
Colorado River Engineering, Inc  
PO Box 1301  
Rifle, CO 81650**

**(970) 625-4933**



**Plans Review Application / System Inventory**

**Water Supply Plan**

**Appendix A**

**Appendix B**

**Appendix C**

**Appendix D**

**Appendix E**

APPENDIX II

**PLANS REVIEW: POTABLE WATER SUPPLY FACILITIES**

See instructions on page 4  
(Please Print or Type)

System Name: \_\_\_\_\_  
(Name of Municipality, District, Utility, Business, Camp, or Other Establishment)

County in which facility is located: \_\_\_\_\_ PWSID# \_\_\_\_\_

Business Address: \_\_\_\_\_ Telephone #: (\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Legal Representative: \_\_\_\_\_  
Name Title

The following documents must be included in every submittal:

Project Summary  
Flood Plain Certificate  
Plans and Specifications

Design Calculations  
Chemical Analysis  
Financial Plan

Inventory Form  
Lead & Copper Assessment  
Vulnerability Assessment

Consulting Engineering Company: \_\_\_\_\_

Project Engineer: \_\_\_\_\_ CO License #: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated project cost: \$ \_\_\_\_\_  
(See item #7 in the instructions for financial information requirements.)

Estimated bid opening date: \_\_\_\_\_ Estimated completion date: \_\_\_\_\_

Size: \_\_\_\_\_ (MGD) Population Served: \_\_\_\_\_  
(Residents or employees) (Transients)

Taps: \_\_\_\_\_



INFORMATION REGARDING WATER TREATMENT FACILITIES

1. Surface water source name: n/a - Groundwater only
2. Identify all domestic and industrial waste discharges five miles upstream n/a - Groundwater only
3. Groundwater aquifer name: Groundwater associated with Colorado River alluvium.
4. If a well, what is the depth? 35 (feet) Please refer to Item # 11 on page 4 of the instructions.
5. Source Water Location (Latitude and Longitude): Lat N 39 deg 24.088' Long W 108 deg 6.072'
6. Location of water treatment facility: (Latitude, longitude, as well as distance and direction from nearest incorporated town or city).  
Lat N 39 deg 24.088' Long W 108 deg 6.072'  
Located approximately 4 miles southwest of Parachute, Colorado
7. Approval by the County Health Department is required:

\_\_\_\_\_

Date                      Approved (yes or no)                      Signature and title

Legal Representative: \_\_\_\_\_

  
Signature

2/10/09  
Date

It is the responsibility of the legal representative to obtain all needed permits (for discharges, wells, overflow, stream crossings, highway crossings, building, etc.). During the design process, consideration was given to special requirements by other state and local regulatory agencies for items such as safety requirements, special designs for the disabled, fire protection, emergency power, plumbing and electrical codes, etc.



Colorado Department  
of Public Health  
and Environment

## Water Quality Control Division

### Safe Drinking Water Information System (SDWIS) Inventory Form

This form is used to collect the information necessary to maintain an accurate database, and to ensure that the monitoring schedules for the public water system are established correctly.

**PWSID Number** (For new systems, the PWSID will be assigned by the WQCD/CADM Unit): **COO** \_\_\_\_\_

**Reason for Inventory Update Request (select one)**

Proposed System **or**  Existing System not in Inventory **or**  Changes to System Information

For Existing Systems: All items on pages one (1) and two (2) must be completed or form will be returned. If updating information on an existing system, complete only those fields that have changed. For Proposed Systems, please provide all available information.

**Existing System: Changes Include** (please check all appropriate boxes):

System Name     System Mailing Address     System Physical Address     System Phone/Fax  
 Admin Contact Info     Owner Contact Info.     System Population     Sources     Treatment  
 Sampling Point     Activation     Inactivation     Other \_\_\_\_\_

**Reason for Change(s):** \_\_\_\_\_

**System Name:** \_\_\_\_\_ **County:** \_\_\_\_\_

**System Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
(P.O. Box or Mail Stop)

**System Physical Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** CO **Zip:** \_\_\_\_\_

**System Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail (if applicable):** \_\_\_\_\_

**Administrative Contact Name:** \_\_\_\_\_

(Administrative Contact: The administrative contact receives mail at the PWS location and is the primary contact person for drinking water program communications.)

**Admin Contact Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Admin Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail (if applicable):** \_\_\_\_\_

**Owner Contact Name:** \_\_\_\_\_

(Legal Owner: The legal owner is an individual, corporation, partnership, association, state or political subdivision thereof, municipality, or other legal entity.)

**Owner Mailing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
(P.O. Box or Mail Stop)

**Owner Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**System Population Types & Operating Periods – Please identify if the population is current or proposed & if proposed, please include the effective date.**

Population Types (See Page 3)	Maximum Number of Persons Served per Day	Are these year-round populations? If No, please include months of service	Number of service connections (i.e., buildings) used by each population type
Resident			
Non – Resident			
Visitors			
Wholesale			

For Dept. Use Only:  
Entered By: \_\_\_\_\_ Date: \_\_\_\_\_



**System Source(s) Details**

Please include system flow diagram, detailing all sources, treatment and storage facilities and distribution system with this form. If system has more than four sources, please attach additional sheets.

State Assigned Source ID Code For Dept. Use Only	Source Name (As used by system)	Water Type: GW GUI SW	Seasonality P – Year Rnd S – Seasonal O – Other E – Emer. I – Interim	Ground Water Sources Only			Purchased (Yes or No)	Seller's PWSID or Name (If applicable)	Source Latitude	Source Longitude
				Aquifer Name	Well Depth (In Ft.)	First Draw (In Ft.)				

GW – Ground Water; GUI – Ground Water Under Influence of Surface Water; SW – Surface Water

**System Treatment Details**

Please include plant schematic with this form. If system has more than two treatment plants please attach additional sheets.

State Assigned Treatment Plant ID For Department Use Only	Treatment Plant Name (As used by system)	Contributing Sources (List all sources feeding each treatment plant)	Rated Capacity (MGD)	Treatment Process Codes (List all that Apply – see Page 3)						Plant Latitude	Plant Longitude

**Storage Details**

If system has more than two storage facilities, please attach additional sheets.

State Assigned ID For Department Use Only	Storage Facility Name	Contributing Sources (List all sources and/or plants that feed each storage facility)	Storage Location (EP or DS)	Volume of Storage Facility (in gallons)	Storage Latitude	Storage Longitude

EP – Entry Point; DS – Distribution System

**Sampling Point Details**

If system has more than four sampling points, please attach additional sheets.

Sample Point ID (As used by system)	Sample Type (Raw, Treated, EP, CFE, IFE, DS)	Contaminant(s) (List all parameters measured at this sampling point)	Sample Location (please indicate sampling point location on system flow diagram and include Longitude and Latitude if possible)

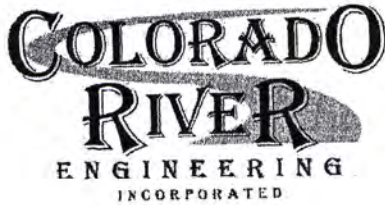
EP – Entry Point; CFE – Combined Filter Effluent; IFE – Individual Filter Effluent; DS – Distribution system

Person Completing Form: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Please return pages 1 & 2 to:

Colorado Dept. of Public Health & Environment,  
WQCD-CADM-B2 Drinking Water Data Management  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530  
Fax: 303-758-1398

For Dept. Use Only: Entered By: _____ Date: _____
--



February 9, 2009

Strong Subdivision PUD  
George Strong  
PO Box 808  
Silt, CO 81652

**RE: Job #777 - Strong Subdivision PUD - Water Supply Plan**

Dear George:

Colorado River Engineering, Inc. (CRE) has prepared the following report summarizing the water supply plan for the proposed Strong Subdivision PUD. The purpose of the water supply plan is to provide the basis for a Colorado Department of Public Health & Environment (CDPHE) Potable Water Supply Plans Review of the proposed Strong Subdivision PUD public water system, as required by the State of Colorado. We understand that a CDPHE Plans Review, not a Capacity Review, is required for the proposed Transient, Non-Community public water system.

**Project Summary**

The Strong Subdivision PUD is located in Section 27, Township 7 South, Range 96 West of the 6<sup>th</sup> PM. The property borders County Road 300, approximately 4-miles southwest of the Town of Parachute, Colorado, as shown on the attached Figure 1.

It is our understanding that the proposed water system will supply domestic water service to (5) proposed subdivision lots. The permitted land uses at the Strong Subdivision PUD are detailed in the "Strong Planned Unit Development Zoning and Development Control Guide", attached in Appendix A. The guide provides for the development of up to (6) offices to be located on the (5) proposed lots, with each lot also allowed (1) warehouse. The permitted occupancy of the offices is also established in the guide as follows:

Lot 1 – 2 Offices, each with up to 3 full-time employees	6 Full-Time Employees
Lot 2 – 1 Office, with up to 4 full-time employees	4 Full-Time Employees
Lot 3 – 1 Office, with up to 4 full-time employees	4 Full-Time Employees
Lot 4 – 1 Office, with up to 4 full-time employees	4 Full-Time Employees
<u>Lot 5 – 1 Office, with up to 4 full-time employees</u>	<u>4 Full-Time Employees</u>
Lots 1-5 Total	22 Full-Time Employees

Based on the occupancy limitations established in the guide, there could be up to (22) employees occupying the (6) proposed offices. With a regularly served population of (22) employees, and assuming a similar number of visitors, the total population-served would be expected to exceed (25) persons, therefore classifying the system as a Transient, Non-Community Public Water System.



Not represented +  
Below!  
Agreed out that  
25

As a Transient, Non-Community water system, the regularly served (or employee) population cannot exceed (24) persons without the system being reclassified as Non-Transient, Non-Community public water system. Should development at the Strong Subdivision PUD increase the regularly served population beyond (24) persons, a Capacity Review submittal and approval would be required by the CDPHE. The Capacity Review would include the analysis of various Technical, Managerial, and Financial parameters for water system operations.

**Legal Water Supply**

The legal supply of water for the project is provided by means of a water supply contract with the West Divide Water Conservancy District and a Well Permit issued by the Colorado Division of Water Resources. A copy of the West Divide Water Conservancy District Contract #070322SL(a), as amended, for the lease of 1.0-af of water is included in Appendix A.

An existing well will provide the water supply for the system. The well, known as the "Strong Well", was originally constructed under Well Permit 201120. This permit was superseded by Well Permit 66018-F for an expansion of use, then by Well Permit 66544-F also for an expansion of use. All three of the previous well permits have been cancelled and a new Well Permit 67484-F has been issued by the Colorado Division of Water Resources. A copy of the new Well Permit is included in Appendix B along with the Well Construction and Pump Installation reports for the original well construction. A well construction detail drawing is also included in Appendix C.

**Water Demands**

The proposed Strong Subdivision PUD allows for up to (6) 1,500-sf offices for a total of 9,000-sf and up to (5) warehouses. The estimated water demands used to determine the amount of water leased from the West Divide Water Conservancy District is 200-gpd per 1,000-sf office space for a total office demand of 1,800-gpd (9,000-sf / 1,000-sf x 200-gpd) and 100-gpd per warehouse for a total warehouse demand of 500-gpd. The estimated water demand for the irrigation of up to 5,000-sf of total irrigated area is included in the water contract. The monthly irrigation demand was calculated to be 0.07-af for the peak irrigation month of July. To meet the total irrigation demand for the (5) lots would require approximately 736-gpd, or a continuous diversion of approximately 0.5-gpm during the peak irrigation month of July. The daily peak total estimated demand for office, warehouse, and irrigation requirements is 3,036-gpd, (1,800-gpd office, 500-gpd warehouse, 736-gpd irrigation).

**Physical Water Supply**

The Strong Subdivision PUD will be served by the existing "Strong Well". The proposed pumphouse and water system will be the subject of a CDPHE Plans Review. Construction drawings, showing the proposed water system improvements, and system



design calculations have been prepared by Colorado River Engineering, Inc. and are attached as Appendix C. The existing conditions survey and site topography shown on the CRE design drawings were provided by Bookcliff Survey Services, Inc. The proposed water distribution system and site drainage drawings were prepared by ZAO Engineering, Ltd. and are included in the CRE water system design drawings in Appendix C.

The "Strong Well" was originally completed on March 28, 1997 by Shelton Drilling Corporation. The total completed depth was 35', with water encountered between 25' and 32'. The static water level at the time of completion was 15'. The well driller yield tested the well for two hours at a rate of 15-gpm. The well was subsequently yield tested on or about September 29, 2008 by J&M Pump Company for a period of 24-hours. A copy of the J&M Pump Company test report is attached in Appendix B. The well was tested at a rate of 15-gpm during the test with a maximum drawdown of 4'-4" from the then static water level of 17'-4". The well recovered to 100% of drawdown within 22-minutes following the shut down of the drawdown pump test.

The "Strong Well" is permitted to produce 15-gpm and was tested to produce 15-gpm. As currently proposed, the total estimated demand for office, warehouse, and irrigation requirements is 3,036-gpd. For design purposes, 15-gpm was assumed as the normal well pumping rate, at which rate approximately 202-minutes per day of pumping would be required to meet the expected demands.

#### **Water Disinfection and Distribution**

A new Grundfos SQ series well pump is proposed to deliver water at a rate of 15-gpm to (2) 1,100-gallon, NSF Certified, polyethylene water storage tanks, connected in series and located in the proposed pumphouse. The water level in the tanks will be controlled by a float in the tanks that will activate the well pump when the water level drops to the established low operation level. The well pump will be deactivated when the water level in the tanks reaches the established high operation level.

The water produced by the well is proposed to be disinfected using a sodium hypochlorite solution prior to entering the first storage tank. The disinfectant proposed for use will be Clorox brand regular 6% bleach, which we understand has been accepted as an allowed disinfectant by the CDPHE. We have assumed that the water will be treated to achieve a 6 mg-min/l contact time prior to distribution. To meet this disinfection contact time will require a minimum of 30-minutes with a minimum free chlorine residual of 0.2 mg/l. The existing Grundfos SQE series submersible, variable output pump is proposed to be removed from the well and installed in the second tank to provide disinfected water to the distribution system. The pump is intended to maintain a constant pressure of 60-psi to the distribution system at variable flow rates from 0 to 30-gpm using a Grundfos CU301 pump controller. By connecting the tanks in series and causing the water enter the first tank in the series before being pumped from the second tank, a baffling effect is created within the tanks. For the purpose of calculating disinfection contact time, we have assumed an Actual/Theoretical credit of 0.5. Based on the maximum output of 30-gpm, a desired



contact time of 30-minutes, and an A/T credit of 0.5, the storage volume required to achieve adequate disinfection contact would be 1,800-gallons. The proposed storage volume of 2,200-gallons exceeds the required storage volume for disinfection contact. The distribution system is proposed to be constructed of 1-1/4" Pure-Core polyethylene water pipe. Design drawings and calculations for disinfection contact times are included in the attached Appendix C. Proposed component specifications and documentation is contained in Appendix D.

The proposed 2,200-gallons of domestic water storage would provide approximately 1-day of water storage in the event of a well or pump failure, with irrigation demands curtailed. A separate fire water storage system in the amount of 2,500-gallons is also provided for the facilities. The fire water storage system is not the subject of this report and will not be included in the CDPHE Plans Review.

### **Floodplain**

The topography of the site is gradually sloping across the entire project from northwest to southeast. There are no natural surface drainage channels crossing the site. All off-site, up-stream runoff is diverted around the site by existing drainage improvements for Interstate 70, Highway 6 & 24, and the railroad. Based on the gradually sloping site topography, stormwater runoff is expected to occur as sheet flow across the site which will be intercepted and routed to an on-site detention pond using a system of ditches and underground pipes. The detention pond will discharge from a point in the southeast corner of the site to a pipeline which will then discharge to an existing drainage ditch. To protect the well from surface runoff, a 4-ft diameter concrete pad is proposed to be constructed around the well head and the ground surface is proposed to be graded to provide positive drainage away from the well head for a minimum of 20-ft. The well casing and sanitary well cap will extend a minimum of 12" above the surrounding surface, providing additional protection from surface runoff. The well construction details are shown on the water system design drawings by Colorado River Engineering, attached in Appendix C. Details of the project drainage plan and notes regarding off-site drainage are shown on the Drainage Plan drawing prepared by ZAO Engineering, Ltd. and included in the water system design drawings in Appendix C.

The well, pumphouse, and water distribution system are located on a bench above the Colorado River away from any stream or natural drainage channels. Review of the site topography indicates that the well and pumphouse are located approximately 1,900-ft to the north and approximately 20-ft in elevation above the Colorado River, as shown on Figure 1. The project is located outside of published FEMA floodplain mapping, as shown on the FEMA Mapette in Appendix E. A floodplain study was completed for the Colorado River Conservation Board (CWCB), revised circa 1996, that includes the Colorado River in the vicinity of the project site. The 100-year floodplain boundary lines from the CWCB floodplain study have been overlain on a topographic map containing the project site. The entire project site is located outside of the CWCB 100-year floodplain boundary, as shown on Figure F in Appendix E. A copy of the CWCB

floodplain mapping for the Colorado River in the vicinity of the project is included in Appendix E. The signed CDPHE floodplain certification form is also included in Appendix E.

**Site Assessment**

The area within a 100-ft radius of the well has been examined and found to be free of any potentially hazardous materials or other potential sources of groundwater contamination. Although the ISDS requirement for each building is not expected to approach 1,000 gallons per day, this value was used to determine the required ISDS leach field setback from the well. Each ISDS is required by Garfield County to be engineered. The required setbacks will be reviewed and considered for each individual lot when the ISDS are engineered. Assuming a required setback of 100-ft for the first 1,000-gpd of ISDS capacity, a maximum 1,000-gpd ISDS system would require a minimum 100-ft leach field setback from the well. A 100-ft radius setback from the well for potential contamination sources is shown on the water system design drawings, attached in Appendix C. The storage of potentially hazardous materials or the installations of wastewater disposal systems are proposed to be excluded within the 100-ft well setback area.

**Water Quality**

The water quality analyses required for approval as a Transient, Non-Community Public Water System are Nitrate, Nitrite, and Total Coliform Bacteria. The presence of Coliform Bacteria in a water system indicates that a risk of contamination from other pathogenic organisms could exist. Ingestion of water containing elevated levels of Nitrate and Nitrite can limit the ability of blood cells to absorb oxygen.

Water quality samples for Nitrate and Nitrite contamination were collected from the "Strong Well" on December 1, 2008 and forwarded to Evergreen Analytical Laboratory in Wheat Ridge, Colorado for analysis. A raw water sample was collected on June 4, 2008 and forwarded to the Grand Junction Laboratories in Grand Junction, Colorado for Bacteriological analysis. Results of the water quality analyses are presented below:

	<b>"Strong Well"</b>	<b>Health Department Limits</b>
<b>Nitrate</b>	<0.01 mg/l	10 mg/l
<b>Nitrite</b>	<0.02 mg/l	1 mg/l
<b>Total Coliform (Raw)</b>	0 colonies/100ml	0 colonies/100ml

The water quality results for Coliform Bacteria, Nitrate, and Nitrite do not exceed CDPHE guidelines. The levels of Nitrate and Nitrite were analyzed to be BDL, or below the laboratory detection limits shown above. Copies of the results are attached in Appendix B.



# COLORADO RIVER

ENGINEERING  
INCORPORATED

Due to the relatively shallow construction of the well and the shallow static water level, a Microscopic Particulate Analysis, MPA, was conducted on the raw water produced by the well. The MPA sample was collected from the existing yard hydrant at the well head and submitted to Microsearch Laboratory in Grand Junction, Colorado for analysis. The sample was collected by passing 1,373-gallons of well water through a 1-micron filter over a period of approximately 22-hours between December 3, 2008 and December 4, 2008. The "zero" result of the analysis indicated that the well was rated as groundwater with a low risk of being under surface water influence. The laboratory report of the MPA analysis is attached in Appendix B.


In addition to the required Bacteriological, Nitrate, Nitrite, and MPA analyses, water from the "Strong Well" was analyzed by Evergreen Analytical Laboratory for various regulated Inorganic, Organic, Radiological, and Corrosivity parameters. None of the results exceeded maximum contamination levels, MCLs, established by the CDPHE for primary contaminants for Transient, Non-Community public water systems. The results of the additional water quality analyses are attached in Appendix B.


## Summary

The proposed water supply plan will utilize an existing well with a new water treatment and distribution system. Water will be supplied from the existing "Strong Well". The system will serve up to (6) offices and up to (5) warehouses with a total of up to (22) regularly served employees. The legal supply is provided by a West Divide Water Conservancy District water contract. Well tests on the "Strong Well" demonstrate a physical supply yield in excess of estimated demands. Water quality analyses show that Coliform Bacteria, Nitrate, Nitrite, and other primary contaminant levels do not exceed CDPHE limits. Disinfection is the only proposed treatment for water entering the distribution system.

If you have any questions, please do not hesitate to call 970-625-4933.

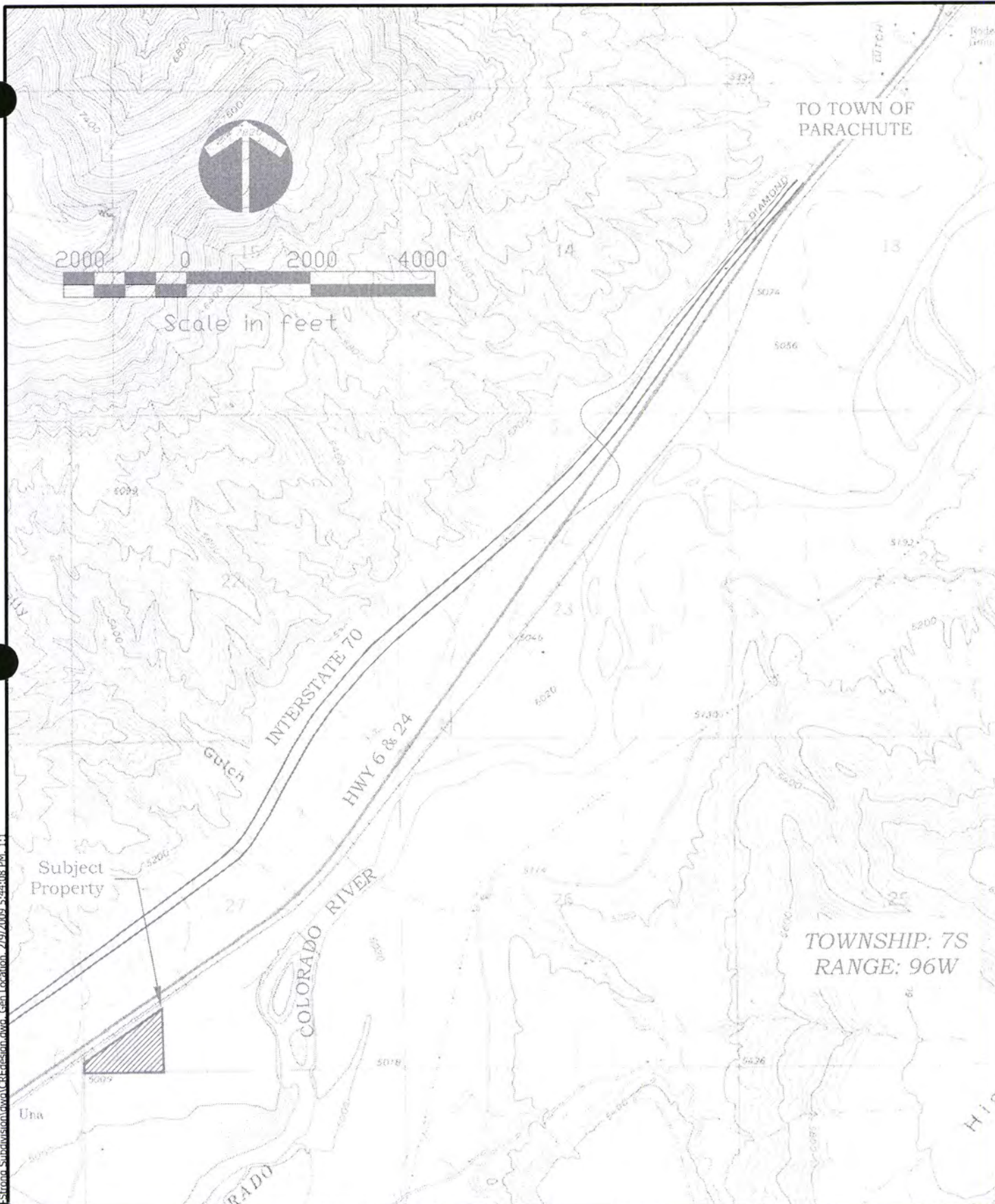
Sincerely,

  
\_\_\_\_\_  
Christopher Manera, P.E.

  
\_\_\_\_\_  
Mark Hayes, Technician



Cc:  
Encl:  
CM:mh



M:\Land Projects\777-Strong Subdivision\dwg\CREDesign.dwg, Gen Location, 2/9/2009 5:44:08 PM, 1:1

**COLORADO RIVER**  
ENGINEERING  
INCORPORATED

PO Box 1301  
Rifle, CO 81650  
Tel 970-625-4933  
Fax 970-625-4564

CLIENT **STRONG SUBDIVISION**  
c/o George Strong  
PO BOX 808  
Silt, CO 81652

PROJECT **777 - Strong Subdivision**

SHEET TITLE  
**General Location Map**

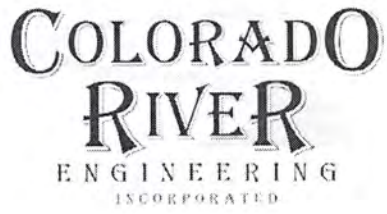
FILE M:\Land Projects\R21777-Strong  
Subdivision\dwg\CREDesign.dwg

SHEET NO.

**1**







**APPENDIX A**

**Strong Planned Unit Development Zoning and Development Control Guide**

**West Divide Water Conservancy District Contract**

**STRONG PLANNED UNIT DEVELOPMENT  
ZONING AND DEVELOPMENT CONTROL GUIDE**

**A) Purpose**

To regulate land uses and impacts and to assure orderly use and maintenance of the development.

**B) Zone districts within the PUD**

- 1) Resource Support (RS) Zone District
- 2) Utility and Easement (UE) Zone District

**C) Definitions**

Communication Facility - A nonresidential structure supporting antennae and microwave dishes that disseminate radio frequency signals, including television and data impulses through space by means of radio and electromagnetic waves. Communication facilities include structures, towers and accessory buildings.

Contractor Yard - The use of land within the PUD for the purpose of storing machinery, equipment and supplies for businesses that provide services to clients through the use of machinery, equipment and supplies. Such use may include office and repair facilities. Repair facilities and operations may be conducted within or outside of structures.

Fabrication - The act of creating materials or products. Examples include, but are not limited to cabinet-making, woodworking, metal working, glazing, machining and welding, mixing of drilling fluids and similar materials.

General Storage - The keeping of goods, materials, equipment, supplies, tools, machinery, automobiles and similar items. General storage is allowed within storage buildings or warehouses constructed within the PUD and also as open storage, in an orderly manner, within the boundaries of individual PUD lots. Long term storage of inoperable machines or vehicles shall not be allowed.

Heavy Equipment - Generally inclusive of large vehicles such as graders, earthmovers, cranes, oil and gas field equipment and similar vehicles and equipment, or any vehicle having a gross weight of 6000 pounds or greater.

Material Handling - The loading or unloading of goods, materials, and products, in bulk.



Processing - Change in the physical state or chemical composition of matter. Examples include, but are not limited to, sawmill, creation of glass, ceramic or plastic materials, concrete and asphalt batch plants.

Solar Power Generating System aka Solar Array - A device or system that converts the sun's radiant energy into thermal, chemical or electric energy. Such facilities are intended to create electricity to be delivered to a variety of consumers beyond the facility.

Storage of Oil and Gas Drilling Equipment and Supplies- The short-term or long-term storage of materials and supplies that are typically used in prospecting, drilling and servicing of oil and gas wells.

Warehouse and Distribution Center - A structure or structures used principally for the inside storage and distribution of goods and materials, which includes land and buildings used as a relay station for the transfer of goods from one vehicle or party to another, and the parking and storage of tractor and/or other trailer units.

**D] Uses By Right - Resource Support District**

- 1] Business offices associated with any categorized use.
  - A] Business offices shall not exceed 1500 square feet.
  - B] Lot 1 shall be allowed two business offices, each up to 1500 square feet in size, each allowed up to three (3) full-time employees.
  - C] Business offices on lots 2 through 5 shall be allowed one office on each lot and up to four (4) full-time employees per office.
  - D] Business offices may be freestanding or incorporated into another structure.
- 2] Contractor Yard
- 3] Fabrication
- 4] General Storage
- 5] Storage of Heavy Equipment
- 6] Storage of Oil and Gas Drilling Equipment and Supplies
- 7] Communication Facility
- 8] Solar Power Generating System
- 9] Materials lab and testing
- 10] Material Handling

**E] Uses Allowed by Special Review - Resource Support District**

- 1] Processing
- 2] Warehouse and Distribution Center
- 3] Concrete and asphalt batch plant(s)

**All uses allowed within the PUD by Special Use Review must receive approval by Garfield County prior to inception of the use.**

**F] Uses Allowed by Right - Utility and Easement District**

- 1] Installation and maintenance of utilities
- 2] Irrigation and drainage facilities and related structures
- 3] Access roads and driveways

**G] Lot Coverage and Setbacks**

**Lot Coverage** - Each individual parcel within the PUD is allowed to have structures, either singular or multiple, that may cover a maximum of 15% of the total lot area.

**Setbacks**

- 1] Building Setback from County Road edge of right of way - 25 feet
- 2] Storage Setback from County Road edge of right of way - 15 feet
- 3] Setback from internal road system - 5 feet
- 4] Setback from reserved easements - 5 feet
- 5] Internal Lot Line Setbacks - zero (0) feet where lot lines are delineated by a fence or similar structure

**H] Maximum Height of Structures Within the PUD**

- 1] Structure Height: 35 feet
- 2] Storage silos may be up to 40 feet in height.

**I] Parking**

- 1] Office Parking Requirements: One (1) space per 200 square feet of office floor area.
- 2] Parking for storage purposes: Shall be allowed on the entire impervious area of a lot.
- 3] Parking shall not be allowed on or within the PUD road rights-of-way or easements.
- 4] One parking space per each full-time employee shall be provided on each parcel. This requirement is to be demonstrated at time of building permit submittal.

**J] Fencing**

- 1] Perimeter fencing is required on all parcels in the PUD.
- 2] No fencing shall be placed in any easement that will obstruct the function of the easement.
- 3] Maximum height of the fencing on any lot is restricted to ten (10) feet. If barbed wire will be utilized, it must be at least 6 feet off the ground.
- 4] Individual parcel owners or the lessee of the individual parcel shall be responsible for maintenance and upkeep of the fencing surrounding the parcel.
- 5] Any fencing that is shared by adjacent lots shall be maintained jointly by the adjacent parcel owners or lessees.



### **K] Lighting**

- 1] All lighting shall be downcast and shaded to limit glare or reflection on adjacent property.
- 2] Height of exterior lighting shall be limited to 20 feet.

### **L] Signage**

- 1] Each parcel shall be allowed no more than two (2) signs. One sign is allowed to be placed on a wall of a structure or building, the second sign may be placed anywhere within the boundary of the parcel.
  - A] Wall Signs - may be up to 64 square feet in size.
  - B] Lot Signs - may be up to 32 square feet in size.

### **Performance Standards**

This section shall regulate the operation of the allowed land uses within the PUD. The standards are intended to ensure compliance with the Industrial Performance Standards generally accepted by Garfield County.

All operations shall be conducted in such a manner as to minimize heat, dust, smoke, vibration, glare and odor and all other undesirable environmental effects beyond the boundaries of the property.

The Parcel Owner's Association shall be responsible for any enforcement action required under these regulations.

Sound: Volume of sound generated shall comply with the standards set forth in the Colorado Revised Statutes;

Vibration generated: Every use shall be so operated that the ground vibration inherently and recurrently generated is not perceptible, without the use of instruments, at any point of any boundary line of the property on which the use is located;

Emission of smoke and particulate matter: Every use shall be operated so as to comply with all federal, state and county air quality laws, regulations and standards;

Emission of heat, glare, radiation and fumes: Every use shall be operated so that it does not emit, heat, glare, radiation or fumes that substantially interfere with the existing use of adjoining property or that constitute a public nuisance or hazard. Flaring of gases, aircraft warning signals, reflective painting of storage tanks, or other such operations which may be required by law as safety or pollution control measures shall be exempted from these provisions.

All storage areas shall be operated within the following performance standards:

1] Storage of flammable or explosive solids or gases shall be in accordance with accepted standards and laws and shall comply with federal, state and local fire codes and written recommendations from the appropriate local fire protection district.

2] No materials or wastes shall be deposited on any lot within the PUD in such manner or form that they may be transferred off the property by any reasonable foreseen natural causes or forces.

3] Storage of heavy equipment will be allowed subject to the following standards:

A] All equipment storage will be enclosed in an area with screening at least eight (8) feet in height and obscured from view at the same elevation or lower.

B] Repair and maintenance activities requiring the use of equipment that will generate noise, odors or glare beyond the property boundaries may be conducted within a building or outdoors, so long as negative effects caused by these operations are not transmitted off the PUD site. Outdoor heavy equipment operation hours shall be between the hours of 6 am and 8 pm.

C] All loading and unloading of vehicles shall be conducted on private property within the PUD and shall not be conducted on any development right-of-way.

4] Potential for water pollution: If any use is conducted in a manner whereby potential water pollution could occur, the use shall be required to install safeguards designed to comply with the regulations of all federal, state and county regulatory agencies.

5] All purchasers, leaseholders, occupants or users of the development are required to follow all regulations imposed herein.

6] All drainage ways, drainage structures, culverts, erosion control devices, detention ponds, etc., as approved and installed, must be kept in good useable condition. The parcel owner or the lessee shall be the entity responsible for maintenance and upkeep within the boundaries of the owned or leased parcel.

7] Control of fugitive dust on access roads and easements within the development is the responsibility of the Parcel Owners Association. Individual lot owners or lessees shall be responsible for the control of fugitive dust on individual parcels.

8] On lot fuel storage shall be limited to a single storage tank of up to one thousand (1000) gallons per developable lot. Adequate spill containment structures shall be designed and constructed for any parcel on which fuel is stored. The containment structure shall be capable of holding 110% of the maximum volume of the fuel storage tank and shall comply with all Federal, State and local regulations.



9] Parcels within the development may be used in tandem without being considered to have merged in title. However, no resubdivision of the original five (5) parcels shall be allowed.

10] Fire extinguishers shall be required to be kept and maintained on each parcel. The fire extinguisher shall be placed in a conspicuous location with ease of access being mandatory.

11] All fabrication and repair operations shall be conducted within a building.

12] All storage of heavy equipment shall be within a building or enclosed within a fenced area and screened from view along the County Road.

13] All on-site refuse containers must have functioning lids and proper care shall be taken to ensure no trash is removed from the container by the forces of nature.

14] Prior to building permit submittal to Garfield County for any parcel within the PUD, a Phase One Environmental Site Assessment, within the scope of American Society for Testing and Materials Practice E 1527-05, as the same may be amended, shall be performed by the lot owner or lot lessee at the expense of the lot owner or lot lessee. Prior to abandonment of the site by the lot owner or lot lessee, a Phase One Environmental Study shall be completed and any remediation necessary, as identified by the Study, shall be completed by the lot owner or lessee at his expense.

15] A Public Water System will be permitted through Colorado Department of Public Health and Environment at such time the water system is expected to regularly serve an average of 25 individuals for an average of 60 days per year.

#### **General Allowances, Maintenance and Upkeep of the Land Within the Development**

1] All uses of land and structures within the Development shall be in an orderly fashion. No use of the land shall be for the long-term storage (defined as storage in excess of 120 days) of inoperable machinery, equipment, automobiles or waste materials such as trash, tires, pallets, empty drums or any similar items. All vehicles stored within the PUD shall maintain current Colorado registrations and licenses.

2] No outside watering of landscaping shall be allowed within the PUD unless an individual lot owner or lessee obtains a sufficient amount of irrigation water and applies for the necessary permits.

3] Individual parcel owners or lessees shall be responsible for weed control on their respective parcel(s). Weeds shall not be allowed to thrive anywhere within the boundaries of the development.

- 
- 4] All storage of materials shall be conducted in strict compliance with state and federal regulations. All required documentation shall be kept on-site and open for inspection.
  - 5] All buildings and structures shall be finished with earth-tone colors, except where required by safety considerations.
  - 6] Leasehold interests in individual parcels shall be allowed. Parcel 1 may have two (2) leasehold interests. Parcels 2 through 5, inclusive, are each allowed one (1) leasehold interest.
  - 7] Individual parcels shall be allowed one (1) categorized use, as contained in Sections D and E herein, per leasehold or ownership interest. The uses may change, however, only one categorized use shall be allowed to be in operation at any given time.
  - 8] Engineered individual sewage disposal systems are required for each lot.
  - 9] One mobile office trailer is allowed on each parcel and may only be utilized in conformance with Section D(1) of these regulations. The mobile office trailer is temporary and must be removed upon issuance of the certificate of occupancy for the permanent office.
  - 10] All hazardous and flammable materials are required to be handled in strict conformance with state and federal regulations.



RECEIVED

RECEIPT # 9503067

RECEIVED

SEP 08 2008

**Addendum to Amendment Application  
West Divide Water Conservancy District Lease #070322SL(a)  
Well Permit #66544-F**

WATER RESOURCES  
STATE ENGINEER  
COLO.

The applicant is pursuing a Planned Unit Development (PUD) and subdividing a 17.57 acre tract into five parcels varying in size from approximately 2 acres to approximately 5 acres. The individual lots will be utilized principally as contractor storage yards for the oil and gas industry. There will be no residential uses within the subdivision.

Each lot will be allowed a warehouse-type structure of up to 11,000 square feet, as well as an office area not to exceed 1500 square feet. Lot 1 will be allowed two offices, for a total of six offices. The warehouse structure will primarily be utilized for storage of equipment, materials and machinery. Very little water is planned to be used within these structures. For water calculation purposes, 100 gallons per day, per lot, would be expected to be used within the warehouses.

The office structures will include typical bathroom fixtures. The two offices on Lot 1 would each be allowed up to three, full-time employees. The additional offices would be allowed to have up to 4 full-time employees, totaling 22 employees on site. Typical Monday through Friday office work weeks are expected. No residential uses will be allowed within the PUD.

Depending on Garfield County requirements, there may be a small area on each lot that will be required to be landscaped and irrigated. This area would not exceed 1000 square feet per lot, or 5000 square feet total.

An analysis of wells in the vicinity has been completed. There are no existing, permitted wells within 600 feet of the subject well.

RECEIVED

SEP 08 2008

Contract #070322SL(a)  
Map # 559  
Date Activated 3/22/07  
Date Amended 5/29/08

APPLICATION TO AMEND WATER LEASE #070322SL(a)  
WEST DIVIDE WATER CONSERVANCY DISTRICT  
109 West Fourth Street, P. O. Box 1478, Rifle, Colorado 81650

WATER RESOURCES  
STATE ENGINEER  
COLORADO

1. APPLICANT INFORMATION

Name: Strong Lumber and Specialty Log Products  
Mailing address: P.O. Box 808  
Silt, CO 81652  
Telephone: 970.379.3265  
Authorized agent: Eric D. McCafferty 970.618.0837

2. COURT CASE #s: Decree Case No. \_\_\_\_\_  
Augmentation Plan Case No. \_\_\_\_\_

3. USE OF WATER

RESIDENTIAL  
Number of main residences: \_\_\_\_\_ No. ADU's \_\_\_\_\_  
Subdivision: No. constructed units: \_\_\_\_\_ No. vacant lots \_\_\_\_\_  
Home garden/lawn irrigation of \_\_\_\_\_ total sq. ft.  
Method of irrigation: flood \_\_\_\_\_ sprinkler \_\_\_\_\_ other \_\_\_\_\_  
Non-commercial animal watering of \_\_\_\_\_ animals  
Fire Protection \_\_\_\_\_  
Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

*Well Sharing Agreement for multiple owner wells must be submitted. If greater than two owners, application must be made under a homeowners association.*

COMMERCIAL

Number of units: 6 offices Total sq. ft. of commercial units: 60,000  
Description of use: Water will primarily be used within office lavatories with secondary, minimal internal warehouse use. No more than 24 employees will utilize the facilities. See attached.

INDUSTRIAL

Description of use: None  
Evaporation: Maximum water surface to be exposed: \_\_\_\_\_  
Description of any use, other than evaporation, and method of diversion, rate of diversion, and annual amount of diversion of any water withdrawn from the pond: \_\_\_\_\_

MUNICIPAL

Description of use: \_\_\_\_\_

DIRECT PUMPING

Tributary: \_\_\_\_\_  
Location: \_\_\_\_\_

4. SOURCE OF WATER

Structure: Well Structure Name: Strong Well  
Source: surface \_\_\_\_\_ storage \_\_\_\_\_ ground water X  
Current Permit # 66544-F (attach copy)

5. LOCATION OF STRUCTURE

Garfield \_\_\_\_\_ SW4 \_\_\_\_\_ SW4 \_\_\_\_\_  
County \_\_\_\_\_ Quarter/quarter \_\_\_\_\_ Quarter \_\_\_\_\_  
27 \_\_\_\_\_ 7S \_\_\_\_\_ R96W \_\_\_\_\_ 8th \_\_\_\_\_  
Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ P. M. \_\_\_\_\_  
Distance of well from section lines:  
90 feet from South and 1100 feet from West

Elevation: 5020  
Well location address: SW of Parachute near Una  
(Attach additional pages for multiple structures)

6. LAND ON WHICH WATER WILL BE USED

(Legal description may be provided as an attachment.)  
Please see attached legal description  
Number of acres in tract: 17.57

*Inclusion into the District, at Applicant's expense, may be required.*

7. TYPE OF SEWAGE SYSTEM

Septic tank/absorption leach field X Central System \_\_\_\_\_ Other \_\_\_\_\_  
District name: \_\_\_\_\_

8. VOLUME OF LEASED WATER NEEDED IN ACRE FEET:

1 (minimum of 1 acre foot except augmentation from Alsbury Reservoir where a lesser amount is allowed)

*Provide engineering data to support volume of water requested. Commercial, municipal, and industrial users must provide diversion and consumptive data on a monthly basis.*

*A totalizing flow meter with remote readout is required to be installed and usage reported to West Divide.*

*Applicant expressly acknowledges it has had the opportunity to review the District's form Water Allotment Contract and agrees this application is made pursuant and subject to the terms and conditions contained therein.*

Applicant Signature: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Application Date: 5/07/08

DATE APPROVED: \_\_\_\_\_

WEST DIVIDE WATER CONSERVANCY DISTRICT

By: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary



RECEIVED

SEP 08 2008

WATER RESOURCES  
STATE ENGINEER  
OFFICE

WATER USE ESTIMATES  
**COLORADO RIVER SERVICE AREA**  
WEST DIVIDE WATER CONSERVANCY DISTRICT

APPLICANT: **Strong Lumber and Specialty Log Products**

Contract Amount w/ 5% Transit Loss = 0.67 acre feet

WAREHOUSE UNITS: **5**  
IRRIGATED AREA (SQ FT): **5000**  
COMMERCIAL AREA (SQ FT): **9000**  
NO. OF LIVESTOCK: **0**  
ELEVATION (MSL): **5020**

Transit Loss = 5.0%

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	Unit Value: Irrigation Diversion (ft)	Unit Value: Irrigation C.U. (ft)	Warehouse Diversion (AF)	Warehouse C.U. (AF)	Commercial Diversion (AF)	Commercial C.U. (AF)	Irrigation Diversion (AF)	Irrigation C.U. (AF)	Livestock Diversion & C.U. (AF)	Total Diversion (AF)	Total C.U. (AF)	Total Contract Amount (AF)
JAN			0.05	0.01	0.17	0.03	0.00	0.00	0.00	0.230	0.033	0.034
FEB			0.04	0.01	0.15	0.02	0.00	0.00	0.00	0.208	0.030	0.031
MAR			0.05	0.01	0.17	0.03	0.00	0.00	0.00	0.230	0.033	0.034
APR	0.144	0.115	0.05	0.01	0.17	0.02	0.02	0.01	0.00	0.240	0.045	0.047
MAY	0.423	0.338	0.05	0.01	0.17	0.03	0.05	0.04	0.00	0.281	0.072	0.075
JUN	0.589	0.471	0.05	0.01	0.17	0.02	0.07	0.05	0.00	0.293	0.086	0.090
JUL	0.819	0.495	0.05	0.01	0.17	0.03	0.07	0.06	0.00	0.304	0.090	0.094
AUG	0.603	0.402	0.05	0.01	0.17	0.03	0.06	0.05	0.00	0.290	0.079	0.083
SEP	0.355	0.284	0.05	0.01	0.17	0.02	0.04	0.03	0.00	0.285	0.084	0.088
OCT	0.111	0.089	0.05	0.01	0.17	0.03	0.01	0.01	0.00	0.243	0.043	0.045
NOV			0.05	0.01	0.17	0.02	0.00	0.00	0.00	0.222	0.032	0.033
DEC			0.05	0.01	0.17	0.03	0.00	0.00	0.00	0.230	0.033	0.034
TOTAL	2.743	2.194	0.56	0.08	2.02	0.30	0.31	0.25	0.00	3.036	0.638	0.670

- (1) 80% Irrigation efficiency for sprinkler systems
- (2) Blaney Criddle assessment with Pochop adjustments
- (3) 100 gallons per day per warehouse unit
- (4) 15% consumptive use for ISDS systems
- (5) 200 gallons per day per 1000 sq ft of commercial space
- (6) 15% consumptive use for ISDS systems

- (7) Column (1) \* irrigated area in acres
- (8) Column (2) \* irrigated area in acres
- (9) Livestock use at 11 gallons per head per day
- (10) Column (3) + Column (5) + Column (7) + Column (9) plus 5% transit loss
- (11) Column (4) + Column (6) + Column (8) + Column (9)
- (12) Column (11) plus 5% transit loss

0.56 6  
2.02 2  
0.31 1  
2.89 7

Confidentiality Notice: This spreadsheet, including all attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, copying, distribution or action taken in reliance on the contents of the information contained in this spreadsheet is strictly prohibited. Thank you.

2.89 (325,850) 1)  
= 941,706 gallons



**APPENDIX B**

**Well Permit**

**Well Completion Report**

**Pump Test Reports**

**Water Quality Results**



RECEIVED

RECEIVED

SEP 08 2008

ORDER OF THE STATE ENGINEER

WATER RESOURCES  
STATE ENGINEER  
10010

RW # 3622750

IN THE MATTER OF WELL PERMIT NO. 66544-F

LOCATION: SW 1/4, SW 1/4, SECTION 27, TOWNSHIP 7 SOUTH, RANGE 96 WEST, 6th P.M.

APPLICANT: GEORGE P STRONG

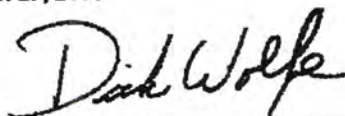
THE STATE ENGINEER FINDS:

The well permit was issued on November 21, 2007, with an expiration date of November 21, 2008. A well construction report was submitted on June 27, 1997, indicating that the well was constructed on March 28, 1997, to a depth of 35 feet, and later permitted for an expansion of use with a pump being installed November 7, 2007, under permit no. 66018-F (canceled) and later permitted for an expansion of use under permit no. 66544-F (canceled). Issuance of this permit hereby cancels permit no. 66544-F.

On June 6, 2008, the current well owner (George Strong) submitted an application to change the use of the existing well permit no. 66544-F. The new permit (permit no. 67484-F) allows for the change of use of the well (Strong Well) in accordance with the West Divide Water Conservancy District contract no. 070322SL(a), amended May 29, 2008.

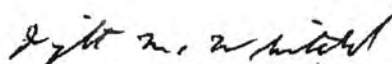
The well permit is hereby canceled and is of no further force or effect.

August 29, 2008



Dick Wolfe  
State Engineer

By:



Dwight M. Whitehead  
Engineering Tech (Ground Water)

cc: Division  
Applicant

:dmw/066544-F order to cancel, Strong, George 08-26-08

Form No.  
GWS-25

**OFFICE OF THE STATE ENGINEER**  
**COLORADO DIVISION OF WATER RESOURCES**  
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

EXST

WELL PERMIT NUMBER 67484 - F -  
DIV. 5    WD 39    DES. BASIN    MD

APPLICANT

GEORGE P STRONG  
PO BOX 808  
SILT, CO 81652-

(970) 379-3265

APPROVED WELL LOCATION

GARFIELD COUNTY  
SW 1/4 SW 1/4 Section 27  
Township 7 S Range 96 W Sixth P.M.

DISTANCES FROM SECTION LINES

90 Ft. from South Section Line  
1100 Ft. from West Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting:                      Northing:

CHANGE/EXPANSION OF USE OF AN EXISTING WELL

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

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) for the construction of a well, appropriating ground water tributary to the Colorado River, on the condition that the well shall be operated only when the West Divide Water Conservancy District's substitute water supply plan, approved by the State Engineer, is in effect, and when a water allotment contract between the well owner and the West Divide Water Conservancy District for the release of replacement water from Ruedi Reservoir is in effect, or under an approved plan for augmentation. WDWCD contract #070322SL(a) (amended).
- 4) Approved for the use of, an existing well, constructed on March 28, 1997, to a depth of 35 feet under permit no. 201120 (canceled) and later permitted for an expansion of use with a pump being installed November 7, 2007, under permit no. 66018-F (canceled) and later permitted for an expansion of use under permit no. 66544-F (canceled). Issuance of this permit hereby cancels permit no. 66544-F.
- 5) The use of ground water from this well is limited to fire protection, six (6) office units, five (5) warehouse units, the irrigation of not more than 5,000 square feet (0.11 of an acre) of gardens, lawns and landscaping. All use of this well will be curtailed unless the water allotment contract or a plan for augmentation is in effect. This well is known as Strong Well.
- 6) The pumping rate of this well shall not exceed 15 GPM.
- 7) The average annual amount of ground water to be appropriated shall not exceed 2.89 acre-foot (941,706 gallons).
- 8) The owner shall mark the well in a conspicuous place with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
- 9) This well shall be located not more than 200 feet from the location specified on this permit and at least 600 feet from any existing well, completed in the same aquifer, that is not owned by the applicant.
- 10) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.

NOTE: Canceled permit nos. 201120, 66018-F and 66544-F were previously issued for this well at this location.  
NOTE: Parcel Identification Number (PIN): 23-2409-273-00-002  
NOTE: Assessor Tax Schedule Number: R460074

*J m z*  
*08/29/2008*

APPROVED  
DMW

*Diak Wolfe*  
State Engineer

*Diak M. White*  
By  
EXPIRATION DATE

Receipt No. 9503067

DATE ISSUED 08-29-2008



# 67484-F

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

FOR OFFICE USE ONLY **RECEIVED**

SEP 08 2008

WATER RESOURCES  
STATE ENGINEER  
COLORADO

1. **WELL PERMIT NUMBER** ~~201120~~ ~~56018-F~~  
2. **Owner Name(s)** : John Strong  
**Mailing Address** : P.O. Box 254  
**City, St. Zip** : Carbondale, Co. 81623  
**Phone** (970) 953-1869

# 67484-F

APPROVAL # GWS31-91-03

3. **WELL LOCATION AS DRILLED:** SW 1/4 SW 1/4 Sec. 27 Twp. 07S Range 96W  
**DISTANCES FROM SEC. LINES:**  
ft. from Sec. line. and ft. from Sec. line. OR  
**SUBDIVISION:** LOT BLOCK FILING(UNIT)  
**STREET ADDRESS AT WELL LOCATION:**

4. **GROUND SURFACE ELEVATION** ft. **DRILLING METHOD** Air Rotary  
**DATE COMPLETED** 03/28/97 **TOTAL DEPTH** 35 ft. **DEPTH COMPLETED** 35 ft.

5. GEOLOGIC LOG :		6 HOLE DIAM. (in)	FROM (ft)	TO (ft)
Depth	Type of Material (Size, Color, and Type)	9.0	0	35
000-008	Dirt			
008-032	Gravel			
032-035	Wasatch formation			

7. PLAIN CASING					
OD (in)	Kind	Well Size	From (ft)	To (ft)	
7.0	Steel	0.240	-1	23	
PERF. CASING : Screen Slot Size :					
7.0	Steel	.240	23	33	

8. Filter Pack  
Material :  
Size :  
Interval :

9. Packer Placement  
Type :  
Depth :

10. GROUTING RECORD :

Material	Amount	Density	Interval	Placement
cement	3 sks	16 gal	7-17	poured

WATER LOCATED : 25 - 32

REMARKS :

11. DISINFECTION : Type : HTH Amt. Used : 15 oz.

12. WELL TEST DATA : [ ] Check Box if Test Data is Submitted On Supplemental Form.

TESTING METHOD : Air Compressor  
Static Level : 15 ft. Date/Time Measured : 03/28/97 Production Rate : 15 gpm.  
Pumping Level : Total ft. Date/Time Measured : 03/28/97 Test Length : 2 hrs.  
Remarks :

13. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge (Pursuant to Section 24-4-104 (13)(a) CRS, the making of false statements constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.)  
**CONTRACTOR** : Shelton Drilling Corp. Phone : (970) 927-4182  
**Mailing Address** : P.O. Box 1059 Basalt CO 81621 Lic. No. 1095  
**Name / Title (Please Type or Print)** Wayne Shelton / President **Signature** *[Signature]* **Date** 06/25/97

ORIGINAL



# 67484-F

3622750

FORM NO. BWS-32 10/04		PUMP INSTALLATION AND TEST REPORT STATE OF COLORADO, OFFICE OF THE STATE ENGINEER		For Office Use only		RECEIVED	
1. WELL PERMIT NUMBER		201120 66544F		67484-F RECEIVED		SEP 08 2008	
2. OWNER NAME(S)		JOHN F. STRONB		DEC 28		WATER RESOURCES STATE ENGINEER	
Mailing Address		BOX 264		WATER RESOURCES STATE ENGINEER COLO.			
City, St. Zip		CARBONDALE CO 81623					
Phone ( )							
3. WELL LOCATION AS DRILLED:		SW 1/4 SW 1/4, Sec. 27 Twp. 7 S		Range 96W 6Th			
DISTANCES FROM SEC. LINES:		100 ft. from South Sec. line. and 650 ft. from WEST Sec. line.		(north or south) (east or west)			
SUBDIVISION:		LOT		BLOCK		FILING(UNIT)	
STREET ADDRESS AT WELL LOCATION:							
4. PUMP DATA: Type		Submersible		Installation Completed		11/7/07	
Pump Manufacturer		GRUNDFOS		Pump Model No.		153R207-180	
Design GPM		15 at RPM 10,700		HP		3/4	
Pump Intake Depth		Feet, Drop/Column Pipe Size		Inches, Kind		Volts 230 Full Load Amps 6.8	
ADDITIONAL INFORMATION FOR PUMPS GREATER THAN 50 GPM:							
TURBINE DRIVER TYPE:		<input type="checkbox"/> Electric <input type="checkbox"/> Engine <input type="checkbox"/> Other					
Design Head		feet, Number of Stages		Shaft size		inches.	
5. OTHER EQUIPMENT:							
Airline Installed		<input type="checkbox"/> Yes <input type="checkbox"/> No, Orifice Depth ft.		Monitor Tube Installed		<input type="checkbox"/> Yes <input type="checkbox"/> No, Depth ft.	
Flow Meter Mfg.				Meter Serial No.			
Meter Readout		<input type="checkbox"/> Gallons, <input type="checkbox"/> Thousand Gallons, <input type="checkbox"/> Acre feet, <input type="checkbox"/> Beginning Reading					
6. TEST DATA:		<input type="checkbox"/> Check box if Test data is submitted on Supplemental Form.					
Total Well Depth		38'		Date		6/6/05	
Static Level		18'		Time		2 HR	
Date Measured		6/6/05		Rate (GPM)		10	
				Pumping Lvl.		23'1"	
7. DISINFECTION: Type		HTH		Amt. Used		1/4 cup	
8. Water Quality analysis available.		<input type="checkbox"/> Yes <input type="checkbox"/> No					
9. Remarks							
10. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]							
CONTRACTOR J & M Pump Inc		Phone (970) 945-6159		Lic. No. 1196			
Mailing Address 8611 Co Rd 117 Glenwood Springs CO. 81601							
Name/Title (Please type or print)		Signature		Date			
Richard A Holub President		Richard A Holub		12/10/07			



*J & M Pump Inc.*  
8611 County Road 117  
Glenwood Springs CO 81601  
Phone: 970-945-6159  
Cell: 970-948-6159  
Fax: 970-945-6159

---

## Well Test

DATE: September 29, 2008

TO: George Strong  
Box 808  
Silt CO. 81652

RE: Well Test

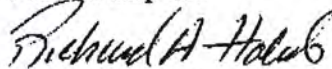
Attn: George,

A twenty four hour well test was performed on a well located at Una Bridge. The following results were obtained:

Well Depth:	38'
Water Level:	17' 4"
Drawdown:	4' 4"
Sustained Yield:	15 GPM
Clarity:	Clear
Recovery:	100% within 22 minutes

If you have any questions, please call Rick, 945-6159.

J & M Pump Inc



Richard A Holub  
Lic. No 1196

**Thank You!**

JOHN C. KEPHART & CO.  
GRAND JUNCTION LABORATORIES

435 NORTH AVENUE ♦ PHONE: (970) 242-7618 ♦ FAX: (970) 243-7235 ♦ GRAND JUNCTION, COLORADO 81501

— ANALYTICAL REPORT —

Received from: Strong Subdivision  
PO Box 808  
Silt, CO 81652  
970-625-0777, FAX 970-625-9152  
6417

water

Customer No. \_\_\_\_\_ Laboratory No. \_\_\_\_\_ Sample \_\_\_\_\_

Date Received 6/4/08 Date Reported 6/18/08

Lab number 6417 Limits for Public  
Sample ID Strong Sub, Una Drinking Supplies  
6/4/08 PM Colo. Dept. of Health

Total Coliform Bacteria 0 col/100ml must be less than 1

Lab Dir.: Brian S. Bauer





Colorado Department  
of Public Health  
and Environment

Colorado Department of Public Health and Environment  
Compliance Assurance & Data Management Unit

**REPORTING FORM FOR NITRATE OR NITRITE AS NITROGEN ANALYSES**

SAMPLER: FILL OUT ONE FORM FOR EACH SAMPLE

Are these results to be used to fulfill compliance monitoring requirements YES  NO   
Is this a check or confirmation sample? YES  NO

PWSID: 08-9172-01 COUNTY: Garfield DATE COLLECTED: 12/1/2008

SYSTEM/ESTABLISHMENT NAME: Strong Subdivision c/o Colorado River Engineering

SYSTEM MAILING ADDRESS: PO Box 1301 Rifle CO 81650  
Street address/PO Box City State Zip

CONTACT PERSON: Mark Hayes PHONE: (970) 625-4933

SAMPLE COLLECTED BY: Mark Hayes/ Ed Kromrey TIME COLLECTED: 2:00 pm

ENTRY POINT (Finished Water) SAMPLE  SOURCE WATER SAMPLE

FOR ENTRY POINT SAMPLE PLEASE INDICATE: Chlorinated  Other Treatment   
Finished - Not Treated (No chlorine or other treatment)

OTHER DESCRIPTION: \_\_\_\_\_

STATE ENTRY POINT CODE: EP Well Head SOURCE(S) REPRESENTED: S001 Strong Well

DO SAMPLES NEED TO BE COMPOSITED BY THE LABORATORY? YES  NO

CHECK OR CONFIRMATION SAMPLES CANNOT BE COMPOSITED

*For Laboratory Use Only Below This Line*

LABORATORY SAMPLE #: 08-9172-01 CLIENT NAME or ID #: STRONG WELL

LABORATORY NAME: Evergreen Analytical Laboratory LAB PHONE: (303) 425-6021

DATE RECEIVED IN LABORATORY: 12/2/08 DATE ANALYZED: 12/02/2008 11:51 AM - 12/02/2008 12:1

COMMENTS: \_\_\_\_\_

PARAMETER	RESULT in (mg/L)	MCL in (mg/L)	STANDARD METHOD	LAB MDL in (mg/L)
NITRATE-N	BDL	10.0	E300	0.01
NITRITE-N	BDL	1.0	E300	0.02
NITRATE+NITRITE-N	NT	10.0	E300	-

BDL = Indicates that the compound was analyzed for, but was below the Lab MDL.  
NT = Not Tested for Compound.  
mg/L = Milligrams per Liter.

MCL = Maximum Contaminant Level.  
H = Holding time has been exceeded.  
Lab MDL = Laboratory Method Detection Limit.

*Richard Kulp*  
Reviewed & Approved by

Quality Assurance  
Title

12/18/08  
Date

MAIL RESULTS TO: CDPHE, WQCD-CADM-B2, 4300 Cherry Creek Drive South, Denver, CO 80246-1530

**Colorado Department of Public Health and Environment - Drinking Water Section  
REPORTING FORM FOR MICROSCOPIC PARTICULATE ANALYSES (MPA)**

YES  NO  THESE RESULTS ARE TO BE USED TO FULFILL STATE SAMPLING REQUIREMENTS

PWSID # N/A COUNTY: \_\_\_\_\_ SAMPLE COLLECTED BY: E. Kromrey

System / Establishment Name: Strong well

System Address: County Rd 300, Parachute, CO

Date Sample Began: 12/3/2008 Date Sample Ended: 12/4/2008

Sample Start Time: 2:47 Sample End Time: 10:55

Please Check Water Types: RAW  FINISHED  SURFACE  GROUND

Source/WTP Name well hyd. Quantity Sampled Raw 1373 Fin \_\_\_\_\_

Laboratory Name Microsearch Laboratory Laboratory Phone # (970) 241-1446  
 Laboratory Sample # 497977 Sample Method CDH  
 Date Received In Laboratory 12/5/2008 Date Processed 12/5/2008

MICROORGANISMS	RAW WATER (Numbers/100 G)	FINISHED WATER (Numbers/100 G)
Cryptosporidium tot. IFA Count	N/A	N/A
Giardia total IFA Count	N/A	N/A
Nondiatomaceous Algae	n.o.	N/A
Diatoms	n.o.	N/A
Plant Debris	n.o.	N/A
Rotifers	n.o.	N/A
Nematodes	n.o.	N/A
Pollen	n.o.	N/A
Amoeba	n.o.	N/A
Ciliates	occas.	N/A
Colorless Flagellates	n.o.	N/A
Crustaceans	n.o.	N/A
Other Arthropods	n.o.	N/A
Insects/larvae	n.o.	N/A
Other	n.o.	N/A
Giardia by Consensus Method	n.o.	N/A
Coccidia by Consensus Method	n.o.	N/A

EVALUATION	PERCENT REDUCTION	LOG REDUCTION
CENTRIFUGATE REMOVAL	no data	no data
MICROORGANISM REMOVAL	no data	no data
TURBIDITY, NTU		
RISK LEVEL (Ground Water)	0 = LOW	

n.o. = none observed

Cecilia L. Howe-Cox Pub. Analyst 12/15/08  
 Reviewed & Approved By: Title Date

MAIL RESULTS TO: Colorado Department of Public Health and Environment  
 WQCD-CMDM ATTN: Erica Kannelly  
 4300 Cherry Creek Drive South,  
 Denver, CO 80246-1530





Colorado Department of Public Health and Environment

Colorado Department of Public Health and Environment Compliance Assurance & Data Management Unit

REPORTING FORM FOR INORGANIC ANALYSES

SAMPLER: FILL OUT ONE FORM FOR EACH SAMPLE

Are these results to be used to fulfill compliance monitoring requirements YES [ ] NO [X]
Is this a check or confirmation sample? YES [ ] NO [X]

PWSID: 08-9172-01 COUNTY: Garfield DATE COLLECTED: 12/1/2008

SYSTEM/ESTABLISHMENT NAME: Strong Subdivision c/o Colorado River Engineering

SYSTEM MAILING ADDRESS: PO Box 1301 Rifle CO 81650
Street address/PO Box City State Zip

CONTACT PERSON: Mark Hayes PHONE: (970) 625-4933

SAMPLE COLLECTED BY: Mark Hayes/ Ed Kromrey TIME COLLECTED: 2:00 pm

ENTRY POINT (Finished Water) SAMPLE [ ] SOURCE WATER SAMPLE [X]

FOR ENTRY POINT SAMPLE PLEASE INDICATE: Chlorinated [ ] Other Treatment [ ]
Finished - Not Treated (No chlorine or other treatment) [ ]

OTHER DESCRIPTION:

STATE ENTRY POINT CODE: EP Well Head SOURCE(S) REPRESENTED: S001 Strong Well

DO SAMPLES NEED TO BE COMPOSITED BY THE LABORATORY? YES [ ] NO [X]

CHECK OR CONFIRMATION SAMPLES CANNOT BE COMPOSITED

For Laboratory Use Only Below This Line

LABORATORY SAMPLE #: 08-9172-01 CLIENT NAME or ID #: STRONG WELL

LABORATORY NAME: Evergreen Analytical Laboratory LAB PHONE: (303) 425-6021

DATE RECEIVED IN LABORATORY: 12/2/08 DATE ANALYZED: 12/03/2008 - 12/12/2008

COMMENTS: The method blank showed 0.002mg/L As, 0.0007mg/L Cd, 0.0022mg/L Cr

Table with 5 columns: PARAMETER, RESULT in (mg/L), MCL in (mg/L), STANDARD METHOD, LAB MDL in (mg/L). Rows include Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Cyanide, Fluoride, Mercury, Nickel, Selenium, Sodium, and Thallium.

BDL = Indicates that the copund was analyzed for, but was below the Lab MDL.
NT = Not Tested for Compound.
mg/L = Milligrams per Liter.
MCL = Maximum Contaminant Level.

H = Holding time has been exceeded.
\* = MCL=0.010 mg/L is effective January 23, 2006.
\*\* = NOT an MCL, "Monitoring Requirement Only".
Lab MDL = Laboratory Method Detection Limit.

Richard Kulp
Reviewed & Approved by

Quality Assurance
Title

12/18/08
Date

MAIL RESULTS TO: CDPHE, WQCD-CADM-B2, 4300 Cherry Creek Drive South, Denver, CO 80246-1530





Colorado Department  
of Public Health  
and Environment

Colorado Department of Public Health and Environment  
Compliance Assurance & Data Management Unit

015

**REPORTING FORM FOR CORROSION ANALYSES**

SAMPLER: FILL OUT ONE FORM FOR EACH INDIVIDUAL SAMPLING POINT

Are these results to be used to fulfill compliance monitoring requirements YES  NO   
Is this a check or confirmation sample? YES  NO

PWSID: 08-9172-01 COUNTY: Garfield DATE COLLECTED: 12/1/2008

SYSTEM/ESTABLISHMENT NAME: Strong Subdivision c/o Colorado River Engineering

SYSTEM MAILING ADDRESS: PO Box 1301 Rifle CO 81650  
Street address/PO Box City State Zip

CONTACT PERSON: Mark Hayes PHONE: (970) 625-4933

SAMPLE COLLECTED BY: Mark Hayes/ Ed Kromrey TIME COLLECTED: 2:00 pm

WATER TYPE: RAW (No chlorine or other treatment)  CHLORINATED  OTHER TREATMENT

SAMPLE POINT: Well Head LOCATION: Address Near UNA Bridge SOURCE(S) REPRESENTED: S001 Strong Well

**CORROSION SAMPLES CANNOT BE COMPOSITED**

*For Laboratory Use Only Below This Line*

LABORATORY SAMPLE #: 08-9172-01 CLIENT NAME or ID #: STRONG WELL

LABORATORY NAME: Evergreen Analytical Laboratory LAB PHONE: (303) 425-6021

DATE RECEIVED IN LABORATORY: 12/2/08 DATE ANALYZED: 12/02/2008 - 12/12/2008

COMMENTS: \_\_\_\_\_

PARAMETER	RESULT in (mg/L)	MCL in (mg/L)	STANDARD METHOD	LAB MDL in (mg/L)
LANGLIER INDEX	+ 0.42	***	SM2330 B	
CALCIUM	84	N/A	200.8	0.012
DISSOLVED SOLIDS	636	N/A	SM2540 C	10
pH	7.58	N/A	E150.1	1
TOTAL ALKALINITY	259	N/A	SM2320 B	5
TEMPERATURE	20 C	N/A	-	-

NT = Not Tested for Compound.  
mg/L = Milligrams per Liter.  
Lab MDL = Laboratory Method Detection Limit.

N/A = Not applicable  
MCL = Maximum Contaminant Level.  
H = Holding Time has been exceeded

\*\*\* IF LANGLIER INDEX IS A NEGATIVE NUMBER, WATER IS CORROSIVE.  
IF LANGLIER INDEX IS A ZERO, WATER IS BALANCED.  
IF LANGLIER INDEX IS A POSITIVE NUMBER, WATER IS SCALE FORMING.

Richard Kulp Quality Assurance 12/18/08  
Reviewed & Approved by Title Date

MAIL RESULTS TO: CDPHE, WQCD-CADM-B2, 4300 Cherry Creek Drive South, Denver, CO 80246-1530





Colorado Department  
of Public Health  
and Environment

Colorado Department of Public Health and Environment  
Compliance Assurance & Data Management Unit

**REPORTING FORM FOR RADIONUCLIDE ANALYSIS**

Sampler: Please Complete a Separate Form for Each Sample

Are these results to be used to fulfill compliance monitoring requirements? YES  or NO

Is this a check or confirmation sample?  YES  NO

PWSID: CO 0 COUNTY: Garfield DATE COLLECTED: 12 / 01 / 2008

SYSTEM NAME: Strong Subdivision, c/o Colorado River Engineering, Inc.

SYSTEM MAILING ADDRESS: PO Box 1301 Rifle CO 81650  
Street address/PO Box CITY STATE ZIP

CONTACT PERSON: Mark Hayes PHONE: ( 970 ) 625 4933

SAMPLE COLLECTED BY: Mark Hayes & Ed Kromrey TIME COLLECTED: 1400 am/pm

ENTRY POINT (Finished Water) SAMPLE  SOURCE WATER (Raw Water) SAMPLE

FOR ENTRY POINT SAMPLE PLEASE INDICATE: Chlorinated  Other Treatment   
Finished - Not Treated (No chlorine or other treatment)

STATE ENTRY POINT CODE: EP \_\_\_\_\_ SOURCE(S) REPRESENTED: Strong Well S001

**DO SAMPLES NEED TO BE COMPOSITED BY THE LABORATORY?** YES  NO

*For Laboratory Use Only Below This Line*

LABORATORY SAMPLE # L103/08-1 CLIENT NAME or ID# Evergreen Analytical, Inc.

LABORATORY NAME: Hazen Research, Inc.

LAB PHONE # ( 303 ) 279 4501 DATE RECEIVED IN LABORATORY: 12 / 02 / 2008

COMMENTS: \_\_\_\_\_

PARAMETER	RESULT	UNITS	MCL	STANDARD METHOD	LAB MDL	REGULATORY MDL	DATE ANALYZED
Gross Alpha (4002)	3.5±1.1	pCi/L	15 pCi/L	SM 7110 B	0.8 pCi/L	3 pCi/L	12 / 17 / 2008
Radium 226 (4020)	0.2±0.2	pCi/L	Ra-226+228= 5 pCi/L	SM 7500-Ra B	0.1 pCi/L	1 pCi/L	12 / 12 / 2008
Radium 228 (4030)	0.0±0.6	pCi/L	Ra-226+228= 5 pCi/L	EPA Ra-05	0.7 pCi/L	1 pCi/L	12 / 11 / 2008
Uranium (4006)		µg/L	30 µg/L		µg/L	1 µg/L	
Screening Gross Beta (4100)	1.2±0.9	pCi/L	Trigger level = 50 pCi/L	SM 7110 B	0.8 pCi/L	4 pCi/L	12 / 17 / 2008
Total Solids (1930)	728	mg/L	SMCL* = 500 mg/L	EPA 160.3	10 mg/L	N/A	12 / 05 / 2008

\* Secondary Maximum Contaminant Level - Non-enforceable Standard

Robert Rostad Laboratory Manager 12 / 22 / 2008  
Laboratory Results Reviewed & Approved by Title Date

MAIL RESULTS TO: CDPHE, WQCD-CADM FAX: 303-782-0390  
4300 Cherry Creek Drive South  
Denver, CO 80246-1530

*For State Use ONLY*

4000 Compliance Alpha \_\_\_\_\_ 4010 Combined Radium-226+228 \_\_\_\_\_ 4006 Uranium \_\_\_\_\_



Colorado Department of Public Health and Environment

Colorado Department of Public Health and Environment  
Compliance Assurance & Data Management Unit

REPORTING FORM FOR RADIOLOGICAL ANALYSIS

SAMPLER: FILL OUT ONE FORM FOR EACH SAMPLE

Are these results to be used to fulfill compliance monitoring requirements YES  NO

Is this a check or confirmation sample? YES  NO

PWSID: 08-9172-01 COUNTY: Garfield DATE COLLECTED: 12/1/2008

SYSTEM/ESTABLISHMENT NAME: Strong Subdivision c/o Colorado River Engineering

SYSTEM MAILING ADDRESS: PO Box 1301 Rifle CO 81650  
Street address/PO Box City State Zip

CONTACT PERSON: Mark Hayes PHONE: (970) 625-4933

SAMPLE COLLECTED BY: Mark Hayes/ Ed Kromrey TIME COLLECTED: 2:00 pm

ENTRY POINT (Finished Water) SAMPLE  SOURCE WATER SAMPLE

FOR ENTRY POINT SAMPLE PLEASE INDICATE: Chlorinated  Other Treatment   
Finished - Not Treated (No chlorine or other treatment)

OTHER DESCRIPTION: \_\_\_\_\_

STATE ENTRY POINT CODE: EP Well Head SOURCE(S) REPRESENTED: S001 Strong Well

DO SAMPLES NEED TO BE COMPOSITED BY THE LABORATORY? YES  NO

CHECK OR CONFIRMATION SAMPLES CANNOT BE COMPOSITED

*For Laboratory Use Only Below This Line*

LABORATORY SAMPLE #: 08-9172-01 CLIENT NAME or ID #: STRONG WELL

LABORATORY NAME: Evergreen Analytical Laboratory LAB PHONE: (303) 425-6021

DATE RECEIVED IN LABORATORY: 12/2/08 DATE ANALYZED: 12/05/2008

COMMENTS: \_\_\_\_\_

PARAMETER	RESULT	UNITS	MCL	STANDARD METHOD	LAB MDL	REGULATORY MDL
Gross Alpha	NT	-	-	-	-	-
Screening Gross Beta	NT	-	-	-	-	-
TOTAL SOLIDS	NT	-	-	-	-	-
Radium 226	NT	-	-	-	-	-
Radium 228	NT	-	-	-	-	-
Uranium	2.3	µg/L	30 µg/L <sup>4</sup>	200.8	1 µg/L	1 µg/L

BDL = Indicates that the contaminant was analyzed for, but was below the Lab MDL.

Lab MDL = Laboratory Method Detection Limit.

pCi/L = PicoCuries per Liter.

µg/L = Micrograms per Liter.

mg/L = Milligrams per Liter.

MCL = Maximum Contaminant Level.

MDL = Method Detection Limit (the laboratory MDL must be equal to or less than the regulatory minimum detection level).

NT = Not Tested for Compound.

1 = The MCL for beta particle and photon activity is 4 millirems per year.

2 = The Secondary Maximum Contaminant Level is a recommendation only and not enforceable.

3 = MCL of 5 pCi/L is for COMBINED Radium 226 and 228.

4 = 30 µg/L (equivalent to 20 pCi/L).

N/A = Not applicable.

*Richard Kulp*

Reviewed & Approved by

Quality Assurance

Title

12/18/08

Date

MAIL RESULTS TO: CDPHE, WQCD-CADM-B2, 4300 Cherry Creek Drive South, Denver, CO 80246-1530





Colorado Department of Public Health and Environment

Colorado Department of Public Health and Environment Compliance Assurance & Data Management Unit REPORTING FORM FOR ORGANIC CONTAMINANT ANALYSES

SAMPLER: FILL OUT ONE FORM FOR EACH SAMPLE

Are these results to be used to fulfill compliance monitoring requirements YES [ ] or NO [X]
Is this a check or confirmation sample? YES [ ] NO [X]

PWSID: 08-9172-01 COUNTY: Garfield DATE COLLECTED: 12/1/2008

SYSTEM NAME: Strong Subdivision c/o Colorado River Engineering

SYSTEM MAILING ADDRESS: PO Box 1301 Rifle CO 81650
Street address/PO Box City State Zip

CONTACT PERSON: Mark Hayes PHONE: (970) 625-4933

SAMPLE COLLECTED BY: Mark Hayes/ Ed Kromrey TIME COLLECTED: 2:00 pm

ENTRY POINT (Finished Water) SAMPLE [ ] SOURCE WATER SAMPLE [X]

FOR ENTRY POINT SAMPLE PLEASE INDICATE: Chlorinated [ ] Other Treatment [ ]
Finished - Not Treated (No chlorine or other treatment) [ ]

STATE ENTRY POINT CODE: EPWell Head SOURCE(S) REPRESENTED: S001 Strong Well

DO SAMPLES NEED TO BE COMPOSITED BY THE LABORATORY? YES [ ] NO [X]

NOTE: CHECK OR CONFIRMATION SAMPLES CANNOT BE COMPOSITED

For Laboratory Use Only Below This Line

LABORATORY SAMPLE #: 08-9172-01 CLIENT NAME or ID #: STRONG WELL

LABORATORY NAME: Evergreen Analytical Laboratory LAB PHONE: (303) 425-6021

DATE RECEIVED IN LABORATORY: 12/2/08 DATE ANALYZED: 12/04/2008 - 12/14/2008

COMMENTS:

## REGULATED PHASE I, II, V ORGANIC CHEMICALS - VOCs

UNITS MUST BE REPORTED IN  $\mu\text{g/L}$ 

CONTAMINANT	CAS#	RESULT $\mu\text{g/L}$	MCL $\mu\text{g/L}$	STANDARD METHOD	Lab Report Limit $\mu\text{g/L}$	Lab MDL $\mu\text{g/L}$	BLANK RESULT
1,1-Dichloroethylene	75-35-4	BDL	7	E524.2	0.5	0.5	BDL
1,1,1-Trichloroethane	71-55-6	BDL	200	E524.2	0.5	0.5	BDL
1,1,2-Trichloroethane	79-00-5	BDL	5	E524.2	0.5	0.5	BDL
1,2-Dichloroethane	107-06-2	BDL	5	E524.2	0.5	0.5	BDL
1,2-Dichloropropane	78-87-5	BDL	5	E524.2	0.5	0.5	BDL
1,2,4-Trichlorobenzene	120-82-1	BDL	70	E524.2	0.5	0.5	BDL
Benzene	71-43-2	BDL	5	E524.2	0.5	0.5	BDL
Carbon Tetrachloride	56-23-5	BDL	5	E524.2	0.5	0.5	BDL
cis-1,2-Dichloroethylene	156-59-2	BDL	70	E524.2	0.5	0.5	BDL
Dichloromethane	75-09-2	BDL	5	E524.2	0.5	0.5	BDL
Ethylbenzene	100-41-4	BDL	700	E524.2	0.5	0.5	BDL
Monochlorobenzene	108-90-7	BDL	100	E524.2	0.5	0.5	BDL
o-Dichlorobenzene	95-50-1	BDL	600	E524.2	0.5	0.5	BDL
para-Dichlorobenzene	106-46-7	BDL	75	E524.2	0.5	0.5	BDL
Styrene	100-42-5	BDL	100	E524.2	0.5	0.5	BDL
Tetrachloroethylene	127-18-4	BDL	5	E524.2	0.5	0.5	BDL
Toluene	108-88-3	BDL	1,000	E524.2	0.5	0.5	BDL
trans-1,2-Dichloroethylene	156-60-5	BDL	100	E524.2	0.5	0.5	BDL
Trichloroethylene	79-01-6	BDL	5	E524.2	0.5	0.5	BDL
Vinyl chloride	75-01-4	BDL	2	E524.2	0.5	0.5	BDL
Xylenes (total)	1330-20-7	BDL	10,000	E524.2	0.5	0.5	BDL

BDL = Indicates that the compound was analyzed for, but was below the Lab MDL.

NT = Not Tested for Compound.

 $\mu\text{g/L}$  = Micrograms per Liter.J = Indicates the presence of a compound that meets the identification criteria, but the result is less than the sample quantitation limit and greater than the Lab MDL.  
(Above the Lab MDL, but below the PQL).

B = The analyte is found in the associated blank as well as in the sample.

MCL = Maximum Contaminant Level.

Lab MDL = Laboratory Method Detection Limit.



## UNREGULATED ORGANIC CHEMICALS - VOCs

UNITS MUST BE REPORTED IN  $\mu\text{g/L}$ 

CONTAMINANT	CAS#	RESULT $\mu\text{g/L}$	MCL $\mu\text{g/L}$	STANDARD METHOD	Lab Report Limit $\mu\text{g/L}$	Lab MDL $\mu\text{g/L}$	BLANK RESULT
1,1-Dichloroethane	75-34-3	BDL	-	E524.2	0.5	0.5	BDL
1,1-Dichloropropene	563-58-6	BDL	-	E524.2	0.5	0.5	BDL
1,1,1,2-Tetrachloroethane	630-20-6	BDL	-	E524.2	0.5	0.5	BDL
1,1,2,2-Tetrachloroethane	79-34-5	BDL	-	E524.2	0.5	0.5	BDL
1,2,3-Trichlorobenzene	87-61-6	BDL	-	E524.2	0.5	0.5	BDL
1,2,3-Trichloropropane	96-18-4	BDL	-	E524.2	0.5	0.5	BDL
1,2,4-Trimethylbenzene	95-63-6	BDL	-	E524.2	0.5	0.5	BDL
1,3,5-Trimethylbenzene	108-67-8	BDL	-	E524.2	0.5	0.5	BDL
1,3-Dichloropropane	142-28-9	BDL	-	E524.2	0.5	0.5	BDL
2,2-Dichloropropane	590-20-7	BDL	-	E524.2	0.5	0.5	BDL
1,3-Dichloropropene	542-75-6	BDL	-	E524.2	0.5	0.5	BDL
Bromobenzene	108-86-1	BDL	-	E524.2	0.5	0.5	BDL
Bromochloromethane	74-97-5	BDL	-	E524.2	0.5	0.5	BDL
Bromomethane	74-83-9	BDL	-	E524.2	0.5	0.5	BDL
Chloroethane	75-00-3	BDL	-	E524.2	0.5	0.5	BDL
Chloromethane	74-87-3	BDL	-	E524.2	0.5	0.5	BDL
Dibromomethane	74-95-3	BDL	-	E524.2	0.5	0.5	BDL
Dichlorodifluoromethane	75-71-8	BDL	-	E524.2	0.5	0.5	BDL
Fluorotrichloromethane	75-69-4	BDL	-	E524.2	0.5	0.5	BDL
Hexachlorobutadiene	87-68-3	BDL	-	E524.2	0.5	0.5	BDL
Isopropylbenzene	98-82-8	BDL	-	E524.2	0.5	0.5	BDL
m-Dichlorobenzene	541-73-1	BDL	-	E524.2	0.5	0.5	BDL
Naphthalene	91-20-3	BDL	-	E524.2	0.5	0.5	BDL
n-Butylbenzene	104-51-8	BDL	-	E524.2	0.5	0.5	BDL
n-Propylbenzene	103-65-1	BDL	-	E524.2	0.5	0.5	BDL
o-Chlorotoluene	95-49-8	BDL	-	E524.2	0.5	0.5	BDL
p-Chlorotoluene	106-43-4	BDL	-	E524.2	0.5	0.5	BDL
p-Isopropyltoluene	99-87-6	BDL	-	E524.2	0.5	0.5	BDL
sec-Butylbenzene	135-98-8	BDL	-	E524.2	0.5	0.5	BDL
tert-Butylbenzene	98-06-6	BDL	-	E524.2	0.5	0.5	BDL
<b>THMs</b>				E524.2			
Bromodichloromethane	75-27-4	BDL	-	E524.2	0.5	0.5	BDL
Bromoform	75-25-2	BDL	-	E524.2	0.5	0.5	BDL
Chlorodibromomethane	124-48-1	BDL	-	E524.2	0.5	0.5	BDL
Chloroform	67-66-3	BDL	-	E524.2	0.5	0.5	BDL

BDL = Indicates that the compound was analyzed for, but was below the Lab MDL.

NT = Not Tested for Compound.

g/L = Micrograms per Liter.

- Indicates the presence of a compound that meets the identification criteria, but the result is less than the sample quantitation limit and greater than the Lab MDL.  
(Above the Lab MDL, but below the PQL).

B = The analyte is found in the associated blank as well as in the sample.

MCL = Maximum Contaminant Level.

Lab MDL = Laboratory Method Detection Limit.

Lab MDL = Laboratory Method Detection Limit.



## REGULATED PHASE I, II, V ORGANIC CHEMICALS - SOCs

UNITS MUST BE REPORTED IN  $\mu\text{g/L}$ 

CONTAMINANT	CAS#	RESULT $\mu\text{g/L}$	MCL $\mu\text{g/L}$	STANDARD METHOD	Lab Report Limit $\mu\text{g/L}$	Lab MDL $\mu\text{g/L}$	BLANK RESULT
Dioxin	1746-01-6	NT	0.00003	-	-	-	NT
2,4-D	94-75-7	BDL	70	E515.4	0.1	0.1	BDL
2,4,5-TP	93-72-1	BDL	50	E515.4	0.2	0.2	BDL
Alachlor	15972-60-8	BDL	2	E525.2	0.2	0.2	BDL
Atrazine	1912-24-9	BDL	3	E525.2	0.1	0.1	BDL
Benzo(a)pyrene	50-32-8	BDL	0.2	E525.2	0.02	0.02	BDL
Carbofuran	1563-66-2	BDL	40	E531.1	0.5	0.5	BDL
Chlordane	57-74-9	BDL	2	E508	0.2	0.2	BDL
Dalapon	75-99-0	BDL	200	E515.4	1	1	BDL
Dibromochloropropane	96-12-8	BDL	0.2	E504.1	0.02	0.02	BDL
Dinoseb	85-85-7	BDL	7	E515.4	0.2	0.2	BDL
Diquat	85-00-7	BDL	20	E549.2	0.4	0.4	BDL
Di(2-ethylhexyl)adipate	103-23-1	BDL	400	E525.2	0.6	0.6	BDL
Di(2-ethylhexyl)phthalate	117-87-7	BDL	6	E525.2	0.6	0.6	BDL
Endothall	145-73-3	BDL	100	E548.1	9	9	BDL
Endrin	72-20-8	BDL	2	E508	0.01	0.01	BDL
Ethylene Dibromide	106-93-4	BDL	0.05	E504.1	0.01	0.01	BDL
Glyphosate	1071-83-6	BDL	700	E547	5	5	BDL
Heptachlor	76-44-8	BDL	0.4	E508	0.01	0.01	BDL
Heptachlor Epoxide	1024-57-3	BDL	0.2	E508	0.01	0.01	BDL
Hexachlorobenzene	118-74-1	BDL	1	E508	0.02	0.02	BDL
Hexachlorocyclopentadiene	77-47-4	BDL	50	E508	0.05	0.05	BDL
Lindane	58-89-9	BDL	0.2	E508	0.01	0.01	BDL
Methoxychlor	72-43-5	BDL	40	E508	0.05	0.05	BDL
Oxamyl	23135-22-0	BDL	200	E531.1	0.5	0.5	BDL
Pentachlorophenol	87-86-5	BDL	1	E515.4	0.04	0.04	BDL
Picloram	1918-02-1	BDL	500	E515.4	0.1	0.1	0.32
Polychlorinated Biphenyls	1336-36-3	BDL	0.5	E508	0.1	0.1	BDL
Simazine	122-34-9	BDL	4	E525.2	0.07	0.07	BDL
Toxaphene	8001-35-2	BDL	3	E508	0.5	0.5	BDL

BDL = Indicates that the compound was analyzed for, but was below the Lab MDL

NT = Not Tested for Compound.

 $\mu\text{g/L}$  = Micrograms per Liter.

J = Indicates the presence of a compound that meets the identification criteria, but the result is less than the sample quantitation limit and greater than the Lab MDL.

(Above the Lab MDL, but below the PQL).

B = The analyte is found in the associated blank as well as in the sample.

MCL = Maximum Contaminant Level.

Lab MDL = Laboratory Method Detection Limit.



**UNREGULATED ORGANIC CHEMICALS - SOCs**  
**UNITS MUST BE REPORTED IN  $\mu\text{g/L}$**

CONTAMINANT	CAS#	RESULT $\mu\text{g/L}$	MCL $\mu\text{g/L}$	STANDARD METHOD	Lab Report Limit $\mu\text{g/L}$	Lab MDL $\mu\text{g/L}$	BLANK RESULT
Aldrin	309-00-2	BDL	-	E508	0.01	0.01	BDL
Propachlor	1918-16-7	BDL	-	E525.2	0.25	0.25	BDL
Metribuzin	21087-64-9	BDL	-	E525.2	0.25	0.25	BDL
Metolachlor	51218-45-2	BDL	-	E525.2	0.25	0.25	BDL
3-Hydroxycarbofuran	16655-82-6	BDL	-	E531.1	0.5	0.5	BDL
Aldicarb	116-06-3	BDL	-	E531.1	0.5	0.5	BDL
Aldicarb sulfoxide	1646-87-3	BDL	-	E531.1	0.5	0.5	BDL
Methomyl	16752-77-5	BDL	-	E531.1	0.5	0.5	BDL
Butachlor	23184-66-9	BDL	-	E525.2	0.25	0.25	BDL
Carbaryl	63-25-2	BDL	-	E531.1	0.5	0.5	BDL
Dicamba	1918-00-9	BDL	-	E515.4	0.3	0.3	BDL
Dieldrin	60-57-1	BDL	-	E508	0.01	0.01	BDL
Aldicarb sulfone	1646-88-4	BDL	-	E531.1	0.5	0.5	BDL

BDL = Indicates that the compound was analyzed for, but was below the Lab MDL  
 NT = Not Tested for Compound.  
 $\mu\text{g/L}$  = Micrograms per Liter.  
 J = Indicates the presence of a compound that meets the identification criteria, but the result is less than the sample quantitation limit and greater than the Lab MDL.  
 (Above the Lab MDL, but below the PQL).

B = The analyte is found in the associated blank as well as in the sample.  
 MCL = Maximum Contaminant Level.  
 Lab MDL = Laboratory Method Detection Limit.

*Richard Kulp*

Quality Assurance

12/18/08

Laboratory Results Reviewed & Approved by

Title

Date

MAIL RESULTS TO: CDPHE, WQCD-CADM  
 4300 Cherry Creek Drive South  
 Denver, CO 80246-1530

FAX: 303-758-1398



**APPENDIX C**

**Design Calculations**

**Proposed Improvements**

**Drainage Plan**



## **Strong Subdivision PUD – Water Supply Design Calculations**

### **Design Parameters and Assumptions**

For design purposes the following parameters are assumed:

The system is classified as Transient, Non-Community,

The expected peak total demand for domestic and irrigation uses is 3,036-gpd,

Up to (6) offices and (5) warehouses will be served by the water system,

15-gpm is the normal well pumping rate,

30-gpm is the maximum distribution system pumping rate,

12-gpd is the maximum disinfectant pumping rate,

Sodium Hypochlorite (6% Clorox) is the proposed disinfectant,

Two (2) 1,100-gallon tanks are used for well pump control and disinfection contact.

### **Pumphouse Configuration**

The well will pump to the storage tanks at a rate of 15-gpm. Pumping will be controlled by floats in the water storage tank system. Water from the well will be injected with a sodium hypochlorite solution prior to entering the storage tank system. Water will be pumped from the storage tank system at a variable rate of up to 30-gpm to meet demands at a set system water pressure of 60-psi. A pressure transducer in the pumphouse will monitor system water pressure and send a signal to the pump controller which will either speed up or slow down the pump to maintain the set 60-psi water pressure.

### **Well Pump and Chemical Feed Pump Operation**

The system will use a float system in the water storage tank system to control the operation of the well pump. When the float drops to a preset level, approximately 400-gallons below the full tank water level, the well pump will be activated. When the float rises to a set level, the well pump will be deactivated. The variable output pump in the water storage tank will supply water to the distribution system thereby lowering the tank water level and causing the well pumping cycle to be repeated. Each time the well pump is activated, the chemical feed pump will also be activated. The chemical feed pump proposed for use at the Strong Subdivision PUD is the Pulsatron Series C Plus Model LD03SA-VTC1. The pump has a maximum capacity of 12-gpd. A spare pump and a pump repair kit will be kept on site for backup use in the event of the failure of the primary chemical feed pump.

### **Disinfectant Application**

At the 15-gpm well pumping rate, the amount of disinfectant injected into the raw water line is controlled by the disinfectant solution ratio and the chemical feed pump discharge settings. The attached Chemical Feed Pump Sizing worksheet contains calculated disinfectant residuals for various disinfectant solution ratios and feed pump settings. For normal system operation, the disinfection solution is 2-cups Sodium Hypochlorite per 5-

gal of water. For this solution ratio, the calculated chemical feed pump settings would be approximately 25% of capacity, as shown on the worksheet. The feed pump settings and the solution ratio can be adjusted when higher residual disinfectant levels are required. The water system operator can vary the calculated solution ratio and chemical feed pump settings to achieve the desired disinfectant residual and to compensate for chlorine dissipation and demand. A NSF certified 55± gallon, semi-transparent, graduated chlorine solution tank will be provided in the pumphouse. A chlorine test kit also will be available in the pumphouse.

### **Chlorine Contact Time**

We have assumed that the water will be treated to achieve a 6 mg-min/l contact time prior to distribution. To meet this disinfection contact time will require a minimum of 30-minutes with a minimum free chlorine residual of 0.2 mg/l. The existing Grundfos SQE series submersible, variable output pump is proposed to be removed from the well and installed in the second tank to provide disinfected water to the distribution system. The pump is intended to maintain a constant pressure of 60-psi to the distribution system at variable flow rates from 0 to 30-gpm using a Grundfos CU301 pump controller. By connecting the tanks in series and causing the water enter the first tank in the series before being pumped from the second tank, a baffling effect is created within the tanks. For the purpose of calculating disinfection contact time, we have assumed an Actual/Theoretical credit of 0.5. Based on the maximum output of 30-gpm, a desired contact time of 30-minutes, and an A/T credit of 0.5, the storage volume required to achieve adequate disinfection contact would be 1,800-gallons. The proposed storage volume of 2,200-gallons exceeds the required storage volume for disinfection contact.

### **Distribution System Pressures**

The water pressure entering the distribution system will be maintained at 60-psi at the pumphouse. With an elevation difference of less than 20-ft from the pumphouse to the highest lot, a maximum static pressure loss of 9-psi due to elevation would be expected (20-ft x 0.43-psi/ft). The static pressure of approximately 51-psi at the highest point in the system would be expected during normal system operation.

### **Summary**

The Strong Subdivision PUD water supply system will be constructed to meet CDPHE requirements. The system should be operated according to the design parameters and assumptions contained here within in order to meet those requirements.



Chemical Feed Pump Sizing

Well Pumping Rate	15 gpm	21600 gpd
Chlorinator Daily Max	12 gpd	
Disinfectant Cl	6.0 %	
Expected Daily Flow	3000 gpd max	
Alternative Daily Flow	500 gpd min	

Disinfectant Required	21600 gpd	3000 gpd	500 gpd	Undiluted - No mix solution
2.0 ppm	0.72 gCIMix/day	0.10 gCIMix/day	0.017 gCIMix/day	6% Pump Cap.
1.0 ppm	0.36 gCIMix/day	0.05 gCIMix/day	0.008 gCIMix/day	3% Pump Cap.
0.5 ppm	0.18 gCIMix/day	0.03 gCIMix/day	0.004 gCIMix/day	2% Pump Cap.
0.2 ppm	0.07 gCIMix/day	0.01 gCIMix/day	0.002 gCIMix/day	1% Pump Cap.

Disinfectant Required	21600 gpd	3000 gpd	500 gpd	2Qt/5Gal
2.0 ppm	7.9 gCIMix/day	1.10 gCIMix/day	0.18 gCIMix/day	66% Pump Cap.
1.0 ppm	4.0 gCIMix/day	0.55 gCIMix/day	0.09 gCIMix/day	33% Pump Cap.
0.5 ppm	2.0 gCIMix/day	0.28 gCIMix/day	0.05 gCIMix/day	17% Pump Cap.
0.2 ppm	0.8 gCIMix/day	0.11 gCIMix/day	0.02 gCIMix/day	7% Pump Cap.

Disinfectant Required	21600 gpd	3000 gpd	500 gpd	1Qt/5Gal
2.0 ppm	15.1 gCIMix/day	2.10 gCIMix/day	0.35 gCIMix/day	126% Pump Cap.
1.0 ppm	7.6 gCIMix/day	1.05 gCIMix/day	0.18 gCIMix/day	63% Pump Cap.
0.5 ppm	3.8 gCIMix/day	0.53 gCIMix/day	0.09 gCIMix/day	32% Pump Cap.
0.2 ppm	1.5 gCIMix/day	0.21 gCIMix/day	0.04 gCIMix/day	13% Pump Cap.

Disinfectant Required	21600 gpd	3000 gpd	500 gpd	2Cup/5Gal
2.0 ppm	29.5 gCIMix/day	4.10 gCIMix/day	0.68 gCIMix/day	246% Pump Cap.
1.0 ppm	14.8 gCIMix/day	2.05 gCIMix/day	0.34 gCIMix/day	123% Pump Cap.
0.5 ppm	7.4 gCIMix/day	1.03 gCIMix/day	0.17 gCIMix/day	62% Pump Cap.
0.2 ppm	3.0 gCIMix/day	0.41 gCIMix/day	0.07 gCIMix/day	25% Pump Cap.

Disinfectant Required	21600 gpd	3000 gpd	500 gpd	1Cup/5Gal
2.0 ppm	58.3 gCIMix/day	8.10 gCIMix/day	1.35 gCIMix/day	486% Pump Cap.
1.0 ppm	29.2 gCIMix/day	4.05 gCIMix/day	0.68 gCIMix/day	243% Pump Cap.
0.5 ppm	14.6 gCIMix/day	2.03 gCIMix/day	0.34 gCIMix/day	122% Pump Cap.
0.2 ppm	5.8 gCIMix/day	0.81 gCIMix/day	0.14 gCIMix/day	49% Pump Cap.

**APPENDIX D**

**Component Specifications & Documentation**

- Pumps
- Tanks
- Pipeline
- Disinfectant
- Chemical Feed



# SQ/SQE



Drinking Water System Components  
ANSI/NSF 61  
(65GM)

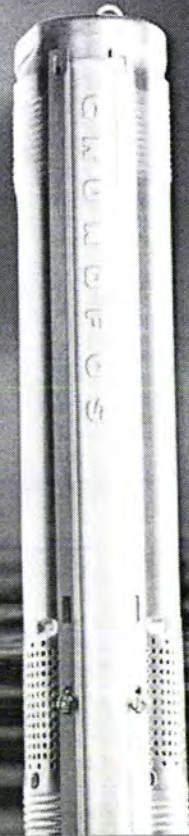


GRUNDFOS SQE/CU301

# SmartFlo™

SQE CONSTANT PRESSURE SYSTEM

- AN ENTIRE SOLUTION
- UNIQUE FEATURES
- EASY INSTALLATION



BE > THINK > INNOVATE >

GRUNDFOS 

## SMARTFLO SQE CONSTANT WATER PRESSURE SYSTEM



### FOR 3" OR LARGER WELLS

#### Main Applications:

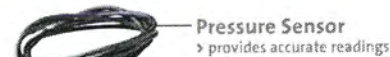
- Domestic Water Supply
- Irrigation
- Pressure Boosting
- Water Transfer

#### SmartFlo SQE Constant Water Pressure System Consists of:

- SQE Multistage, Centrifugal Pump Driven by Permanent Magnet Motor
- CU301 Control Unit
- Pressure Sensor
- 2-Gallon Pressure Tank (sold separately)

#### SQE Features the Following:

- **SOFT-START...**  
...to prevent water hammering and electrical stress on service mains
- **HIGH STARTING TORQUE...**  
...even at low supply voltage, the SQ/SQE delivers a reliable water supply
- **OVERLOAD PROTECTION...**  
...protects the motor against unstable voltage supply by reducing speed or stopping the pump
- **DRY RUNNING PROTECTION...**  
...stops and prevents the pump from damage in case of dry running



**Pressure Sensor**  
➤ provides accurate readings

**Advanced Electronics**  
➤ over/under voltage protection  
➤ over-temperature protection  
➤ overload protection  
➤ dry-run protection  
➤ surge protection  
➤ soft-start

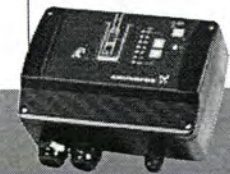
**Rugged Design**  
➤ state-of-the-art composite construction  
➤ tungsten carbide/ceramic bearings  
➤ floating impellers



**Reliable Check-Valve**  
➤ spring loaded  
➤ operates at any position  
from vertical to horizontal

**Permanent Magnet Motor**  
➤ built into both SQ/SQE pumps  
➤ three motors cover 1/3 to 1.5 Hp  
➤ high efficiency output & wide load range  
➤ starting torque competitive with 3-wire induction motor

**CU 301 Control Box**  
➤ user-friendly controls  
➤ maintains constant pressure



BE > THINK > INNOVATE >



Being responsible is our foundation.  
 Finding what's made is possible.  
 Innovating is our essence.

BE > THINK > INNOVATE >

## SQ? or SQE? NOW YOU HAVE A CHOICE!

**SQ** pumps are two-wire, single phase, fixed speed, 3-inch, high performance units designed for use in traditional systems. **SQ** pumps are ideal for domestic water supply, irrigation, pressure boosting and water transfer applications utilizing standard controls and conventional tanks. In addition, **SQ** pumps are offered in a variety of performance ranges and are equipped with built-in pump protection (dry run, overload, over temperature, over/under voltage), soft start, and starting torque competitive with three-wire motors.

**SQE** Smartilo systems are two-wire, single phase, variable speed, 3-inch, high performance units designed to provide constant pressure according to house hold needs. **SQE** systems utilize an **SQE** pump, CU 301 control unit, pressure sensor, and 2-gallon tank (sold separately) to deliver reliable constant pressure in domestic water supply, irrigation, pressure boosting, and water transfer applications. Even when the needs change, the system adjusts its performance to meet the demand. **SQE** does what you want when you want. In addition, **SQE** pumps are offered in a variety of performance ranges and are equipped with built-in pump protection (dry run, overload, over temperature, over/under voltage), soft start, and starting torque competitive with three-wire motors.

For the nearest Grundfos Distributor, visit our web site at:  
[www.grundfos.com](http://www.grundfos.com) or contact Partner Service at 913-227-3400

**Canada**  
 Grundfos (Canada) Inc.  
 10000 14th Avenue  
 Calgary, Alberta T2C 1G8  
 T-1 phone: (905) 899-9338  
 Fax: (905) 899-9338

**Mexico**  
 Grundfos (Mexico) de Abasco S.A. de C.V.  
 Calle de la Industria No. 100  
 C.P. 66600 Apodaca, N.L., Mexico  
 Telephone: 011-52-565-644-8000  
 Fax: 011-52-565-644-4000

**U.S.A.**  
 Grundfos Pumps Corporation  
 1200 N. 1460th Ave.  
 Waukesha, WI 53186  
 Telephone: (913) 227-3400  
 Fax: (913) 227-3580

[www.grundfos.com](http://www.grundfos.com)

ESD-3403b 06/07  
 Printed in U.S.A.

**GRUNDFOS** 

### CONSTANT WATER PRESSURE

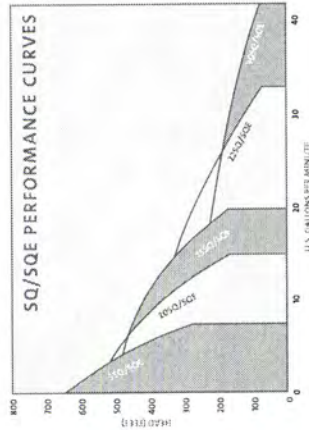
If you use well water, you've probably discovered the more water you need, the less water pressure you have. Constant water pressure means you will always get what you need when the tap is open - even if the sprinklers are on and someone else is pressure-washing the car.


### EASY INSTALLATIONS

Grundfos SQE is designed for fast, easy installations. All connections fit most new and existing systems. Additionally, SQE is small and light-weight, making it easy to manage even in difficult applications.

### RELIABLE PERFORMANCE

It is our practice at Grundfos to design and build value and quality in every product we manufacture. Built with down to earth state of the art materials, the SQE time tested designs continue to be rugged and reliable.



**GRUNDFOS** 



# SQ/SQE



Drinking Water System Components  
ANSI/NSF 61  
(ES14P)

BE THINK INNOVATE

GRUNDFOS

## TABLE OF CONTENTS

Contents	Page
General Description .....	1
Applications .....	1
Well Preparation .....	2
Choosing the right pump .....	2
Pumped Fluid Requirements .....	2
Motor Cooling Requirements .....	3
Motor Preparation .....	3
Refilling of Motor Liquid .....	4
Installation Positions .....	4
Electrical Connections .....	4
Cable Splicing .....	4
Installing the Cable Plug to the Motor .....	7
Installing the Cable Guard .....	7
Piping .....	8
Installing the Pump .....	8
Generator Operation .....	9
Starting the Pump for the First Time .....	10
Built-in Protection .....	11
Resetting the Pump .....	11
MS 3 Motors .....	11
MSE 3 Motors .....	11
Maintenance and Service .....	11
Assembly of Pump and Motor .....	12
Troubleshooting .....	13
Environment .....	15
Disposal .....	15
Technical Data .....	16
Technical Data .....	17



Before beginning installation procedures, these installation and operating instructions should be studied carefully. The installation and operation should also be in accordance with local regulations and accepted codes of good practice.

### GENERAL DESCRIPTION

The SQ/SQE is a 3 inch diameter submersible pump mainly designed for the pumping of raw water in domestic water supply. This manual is designed to assist in the proper set-up, installation and operation of these pumps.

### APPLICATIONS

- Typical applications are:
- Residential Housing
  - Small Waterworks
  - Pressure Boosting
  - Irrigation Systems
  - Liquid Transfer in Tanks



## PRE-INSTALLATION CHECKLIST

### 1. PREINSTALLATION

#### Well Preparation

If the pump is to be installed in a new well then the well should be fully developed and bailed or blown free of cuttings and sand. The construction of the GRUNDFOS SQ/SQE submersibles makes it resistant to abrasion; however, no pump made of any material can forever withstand the destructive wear that occurs when constantly pumping sandy water.

If this pump is used to replace an oil-filled submersible or oil-lubricated line-shaft turbine in an existing well, the well must be blown or bailed clear of oil.

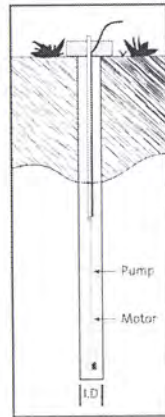


Figure 1

#### Make Sure You Have the Right Pump

Determine the maximum depth of the well, and the drawdown level at the pump's maximum capacity. Pump selection and setting depth should be made based on this data.

#### Pumped Fluid Requirements

Submersible well pumps are designed for pumping clear, cold water; free of air or gases. Decreased pump performance and life expectancy can occur if the water is not clear, cold or contains air or gases. Water temperature should not exceed 104°F.

A check should be made to ensure that the installation depth of the pump will always be at least three feet below the maximum drawdown level of the well. The bottom of the motor should never be installed lower than the top of the screen or within five feet of the well bottom, as shown in Figure 1.

#### Motor Cooling Requirements

To ensure proper motor cooling refer to the table below for minimum flow requirements:

FLOW VELOCITY PAST THE MOTOR	MAXIMUM LIQUID TEMPERATURE
0.0 f/s (free convection)	86° F (30°C)
Min. 0.5 f/s	104°F (40°C)

## PRE-INSTALLATION CHECKLIST

If the pump is to be installed horizontally, e.g. in a tank, and there is a risk that the pump might be covered by mud, it must be installed in a flow sleeve.

#### Liquid temperatures/cooling

Figure 2 shows an SQ/SQE pump installed in a well. With the pump operating,

Figure 2 illustrates the following:

- Well diameter.
- Pump diameter.
- Temperature of pumped liquid.
- Flow past the motor to the pump
- suction strainer.

Note: The well diameter must be at least 3 inches. If there is a risk that the motor will be covered with sediment then it is recommended the pump be placed in a Flow Sleeve. The motor should always be installed above the well screen.

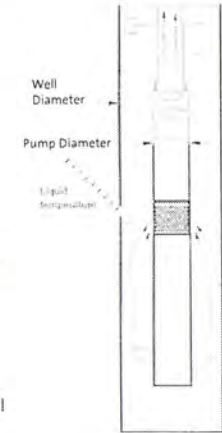


Figure 2

#### Motor Preparation

GRUNDFOS MS 3 and MSE 3 submersible motors have water-lubricated slide bearings. No additional lubrication is required.

The submersible motors are factory-filled with a special GRUNDFOS motor liquid (type SML 2), which will protect the motor fluid down to -4°F (20°C) and to prevent the growth of bacteria. The level of motor fluid is important for the operating life of the bearings and consequently the life of the motor.

#### Refilling of motor liquid

It is recommended to refill the motor with GRUNDFOS motor fluid SML 2.

1. Remove the cable guard and separate the pump end from the motor.
2. Place the motor in vertical position with an inclination of approximately 10°.
3. Remove the filling plug using a screwdriver or a similar tool.
4. Inject motor liquid into the motor with a filling syringe or similar tool, see Figure 3.
5. To allow possible air to escape, move the motor from side to side. And turn the shaft.
6. Replace the filling plug and make sure it is tight.
7. Assemble pump end and motor.
8. Install the cable guard.

The pump is now ready for installation.

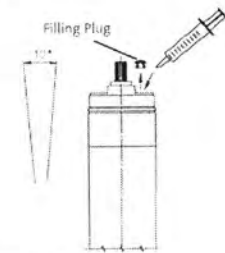


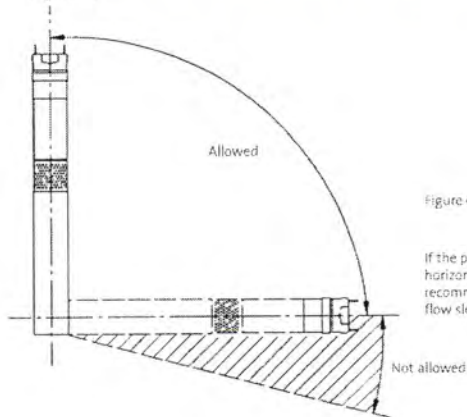
Figure 3

## PRE-INSTALLATION CHECKLIST

### 3. INSTALLATION POSITIONS

#### Positional requirements:

The pump is suitable for vertical as well as horizontal installation, however, the pump shaft must never fall below the horizontal plane, see Figure 4.



### 4. ELECTRICAL CONNECTION

#### General

The electrical connection should be carried out by an authorized electrician in accordance with local regulations.



Before starting work on the pump, make sure the electricity supply has been switched off and that it cannot be accidentally switched on. The pump must be grounded. The pump must be connected to an external mains switch.

The supply voltage, rated maximum current and power factor (PF) appear on the motor nameplate. The required voltage for GRUNDFOS submersible MS3/MSE3 motors, measured at the motor terminals, is +6%/-10% of the nominal voltage during continuous operation (including variation in the supply voltage and losses in cables).

If the pump is connected to an installation where a Ground Fault circuit breaker (GFI) is used as additional protection, this circuit breaker must trip out when ground fault currents with DC content (pulsating DC) occur.

4

## INSTALLATION PROCEDURES

### 5. ELECTRICAL CONNECTION



Note: The pump must never be connected to a capacitor or to another type of control box other than a CU 300 or CU 301. The pump must never be connected to an external frequency converter.

Supply voltage: 1 x 100-115V or 1 x 200-240 V +6%/-10%, 50/60 Hz.

The current consumption can only accurately be measured by means of a true RMS instrument. If other instruments are used, the value measured will differ from the actual value.

The SQE pumps can be connected to a CU 300 or CU 301 status box.

#### Motor protection

The motor has built-in automatic thermal overload protection and requires no additional motor protection.

#### Connection of motor

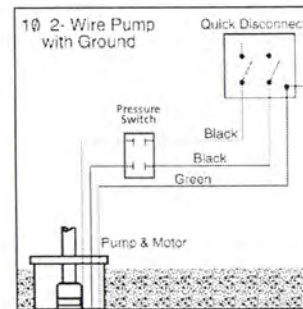
The motor can be connected directly to the main circuit breaker. Start/stop of the pump will typically be done via a pressure switch, see Figure 5.

Note: The pressure switch must be rated for the maximum amps of the specific pump size.



#### WARNING!

Reduced risk of electric shock during operation of this pump requires the provision of acceptable grounding. If the means of connection to the supply connected box is other than grounded metal conduit, ground the pump back to the service by connecting a copper conductor, at least the size of the circuit supplying the pump.



### Single-Phase 2-Wire Wiring Diagram for Grundfos Motors

#### Making the Wiring Connections

A capacitor or control box should NEVER be connected to a SQ/SQE submersible pump.

Figure 5

5



## INSTALLATION PROCEDURES

### 6. CABLE SIZING

#### SINGLE-PHASE 60 HZ Maximum Cable Length Motor Service to Entrance

Motor Rating		Copper Wire Size								
VOLTS	HP	14	12	10	8	6	4	2	0	00
115	1/3	130	210	340	540	840	1300	1960	2910	
	1/2	100	160	250	390	620	960	1460	2160	
230	1/3	550	880	1390	2190	3400	5250	7960		
	1/2	400	650	1020	1610	2510	3880	5880		
	3/4	300	480	760	1200	1870	2890	4370	6470	
	1	250	400	630	990	1540	2380	3610	5360	6520
	1 1/2	190	310	480	770	1200	1870	2850	4280	5240

### 7. SPLICING THE CABLE

Splice the drop cable with the motor cable. If the splice is carefully made, it will be as efficient as any other portion of the cable and will be completely watertight.

There are a number of cable splicing kits available today - epoxy filled, rubber-sealed, etc. Many perform well if the manufacturer's directions are followed carefully. If one of these kits is not used, we recommend the following method for splicing the motor cable to the drop cable: Examine the motor cable and the drop cable carefully for damage. Cut the motor leads off in a staggered manner. Cut the ends of the drop cable so that the ends match up with the motor leads. Be sure to match the colors.

Strip back and strip off one-inch of insulation from each lead, making sure to scrape the wire bare to obtain a good connection. Be careful not to damage the copper conductor when stripping off the insulation. Insert a properly sized Sta-Kon-type connector on each pair of leads, again making sure that colors are matched. Using Sta-Kon crimping pliers, indent the lugs. Be sure to squeeze down hard on the pliers, particularly when using large cable.

Form a piece of electrical putty tightly around each Sta-Kon. The putty should overlap on the insulation of the wire.

Use a good quality tape such as #33 Scotch Waterproof or Plymouth Rubber Company Slipknot Grey.

Wrap each wire and joint tightly for a distance of about 2½ inches on each side of the joint.

Make a minimum of four passes over each joint and overlap each pass approximately one inch to assure a completely watertight seal.

## INSTALLATION PROCEDURES

### GENERAL

Note: Do not lower or lift the pump by means of the motor cable.

The loose data plate supplied with the pump should be placed close to the installation site.

### 8. INSTALLING THE CABLE PLUG TO THE MOTOR

The cable plug supplied with the motor is factory-greased. Check that the plug is greased correctly, see Figure 6.



Figure 6

To install the cable plug, proceed as follows:

1. Check that the cable is of the correct type, cross-section and length.
2. Check that the mains on the location has correct connection to ground.
3. Check that the motor socket is clean and dry.
4. Press the cable plug into the motor socket. The plug will only fit one way, see Figure 7.
5. Install and tighten the four nuts, see Figure 7. When the plug has been installed, there must not be a clearance between the motor and the cable plug.

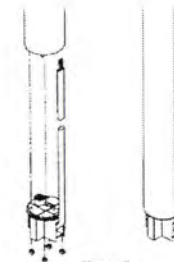


Figure 7

### 9. INSTALLING THE CABLE GUARD

To fit the cable guard, proceed as follows:

1. Make sure that the motor lead lies flat in the cable guard.
2. The two flaps of the cable guard must engage with the upper edge of the pump sleeve, see Figure 8.
3. Fasten the cable guard to the cap plug with the four screws supplied, see figure 9.

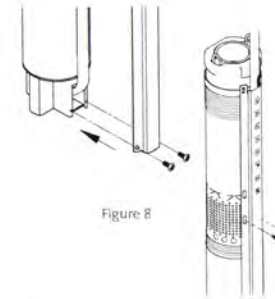


Figure 8

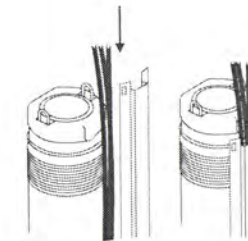


Figure 9

## INSTALLATION PROCEDURES

### 10. Piping

- The pump should only be gripped by the two flats at the top of the pump, as shown in Figure 10.
- The pump can be installed vertically or horizontally. During operation, the pump must always be completely submerged in water.
- When plastic pipe is used, a stainless steel safety wire is recommended for lowering and lifting the pump. Fasten the wire to the eyelet on the pump, as shown in circle insert 2, Figure 11.
- The threaded joints must be well cut and fit together tightly to ensure that they do not work loose.

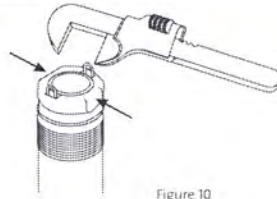


Figure 10

### 11. INSTALLING THE PUMP

#### Installation Depth

The dynamic water level should always be above the pump. See fig. 11.

- A = Dynamic water level
- B = Static Water Level
- C = Minimum 3 inch well diameter
- D = Drawdown
- E = Installation depth below static water level. Maximum 500 feet

#### Procedures

To install the pump, follow these steps:

- Install the enclosed data plate sticker at the well head.
- Check the well for proper clearance — the well must be at least 3 inches in diameter. It is a good idea to check the well for clearance using a plumb ring (2.95  $\phi$  x 10 in.).
- Attach the first section of riser pipe to the pump.

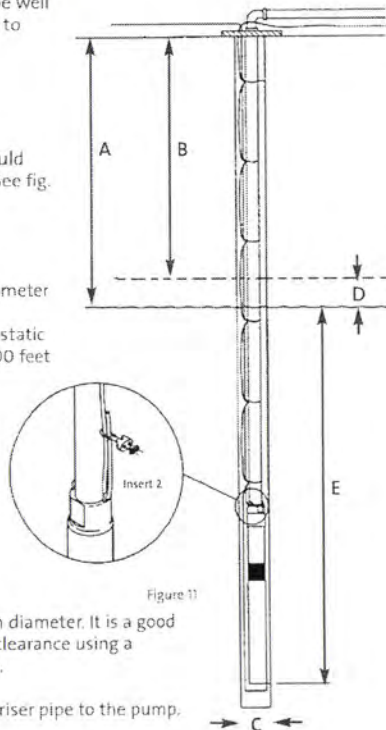


Figure 11

## INSTALLATION PROCEDURES

### 11. INSTALLING THE PUMP (CONTINUED.)

- Lower the pump into the well. Make sure the motor cable is not damaged when the pump is lifted or lowered into the well — especially in 3 inch wells.

**NOTE:** Do not lower or lift the pump using the motor cable.

- When the pump has been installed to the required depth, the installation should be finished by means of a well seal. Note that the dynamic water level should always be above the pump.
- Loosen the safety wire so that it becomes unloaded and lock it to the well seal using a cable clamp.
- Attach the supplemental information label at the electrical installation site.
- Complete the electrical connections.

**Remember that a capacitor or a control box should NEVER be connected to a SQ/SQE submersible pump.**

#### Installation depths

- Maximum installation depth: below the static water level: 500 feet.
- Minimum installation depths: 1.75 feet below the dynamic water level:

#### Vertical installation:

During start-up and operation, the pump must always be completely submerged in water.

#### Horizontal installation:

The pump must be installed at least 1.75 feet below the dynamic water level. If there is a risk that the pump might be covered by mud, the pump must always be placed in a flow sleeve.

**Note:** Do not lower or lift the pump with the motor cable.

### 12. Generator Operation

It is safe to operate the SQ/SQE with a generator.

The generator must be sized 50% above the pumps P1 (input Power) values. See following chart.

Motor HP	Min. Generator Size (Watts)	Recommended Generator Output (Watts)
1/3 - 1/2 A	1100	1500
1/2 - 3/4 B	1700	2300
1 - 1 1/2 C	2000	3500



## OPERATING THE PUMP

### 13. Starting the Pump for the First Time

When the pump has been connected correctly, the pump should be started with the discharge valve closed approximately one-third. Due to the soft start feature, the pump takes approximately 2 seconds to develop full pressure.

#### Motor Cooling and Other Considerations

- Make sure the well is capable of yielding a minimum quantity of water corresponding to the pump capacity.
- Do not start the pump until it is completely submerged in the liquid.
- As the valve is being opened, the drawdown should be checked to ensure that the pump always remains submerged.
- To ensure the necessary cooling of the motor, the pump should never be set so low that it gives no water. If the flow rate suddenly falls, the reason might be that the pump is pumping more water than the well can yield. The pump must immediately be stopped and the fault remedied.

#### Water Impurities

- If there are impurities in the water, the valve should be opened gradually as the water becomes clearer. The pump should not be stopped until the water is clean, otherwise the pump parts and the check valve may become clogged.
- When the water is clean the valve should be fully opened.

#### Minimum flow rate

- To ensure the necessary cooling of the motor, the pump flow rate should never be set to a value lower than 0.2 gpm. If the flow rate suddenly falls, the reason might be that the pump is pumping more water than the well can yield. The pump must be stopped and the fault corrected.

**Note:** The pump's dry-running protection is effective only within the recommended duty range of the pump.

**Note:** Do not let the pump run against a closed discharge valve for more than 5 minutes. When the discharge valve is closed, there is no cooling flow and there is a risk of overheating in motor and pump.

## OPERATING THE PUMP

### Built-in protection

The motor incorporates an electronic unit which protects the motor in various situations.

In case of overload, the built-in overload protection will stop the pump for 5 minutes. After that period, the pump will attempt to restart.

If the pump is started and the well has not recovered, the pump will stop after 30 seconds.

If the pump has been stopped as a result of dry running, it will start automatically after 5 minutes.

### Resetting the pump:

Switch off the electricity supply for 1 minute.

The motor is protected against the following conditions:

- dry running,
- voltage surges (up to 4000 V),
- overvoltage,
- undervoltage,
- overload
- over-temperature.

### MS 3 Motors:

**Note:** All MS 3 motors are factory set to detect dry running conditions. However, it is important to ensure that the configurations of both the SQ pump and motor are the same configuration. Configurations can be found on both SQ pump and motor nameplates as "Config."

**EXAMPLE:** Config. A-2, must match the other nameplate A-2. See Technical Data on page 17 for quick referencing on all configurations.

### MSE 3 Motors:

**Note:** To set Dry-Run limit in the MSE/SQE pumps, you need to connect the pump to a CU 300. Refer to CU 300 I&O for proper connections.

To set Dry-Run protection, follow these steps:

1. Start the pump against closed discharge.
2. Rapidly read the power consumption value (W) in the R100 display 2.5.
3. Multiply this value by 0.9.
4. Within the R100, go to display 4.6 and enter the new value (minimum power limit).
5. Go to display 4.7 and change the setting to "Active".

For further information on dry-running, refer to CU 300 I&O.

### Maintenance and service:

The pumps are normally maintenance-free.

Deposits and wear may occur. For that purpose, service kits and service tools are available from GRUNDFOS. The GRUNDFOS Service Manual is available on request.

The pumps can be serviced at a GRUNDFOS service center.

## ASSEMBLY/DISASSEMBLY

### 19. ASSEMBLY OF PUMP AND MOTOR

To assemble pump end and motor, proceed as follows:

1. Place the motor horizontally in a vice and tighten it, see Figure 12.
2. Grease the motor shaft end with the grease supplied with the motor.
3. Screw the pump end on the motor. A spanner may be used on the clamping faces of the pump part, see Figure 12.
4. Install cable guard as described on page 7.

When pump end and motor have been assembled correctly, there must not be a clearance between pump end and motor.

To disassemble reverse procedure.

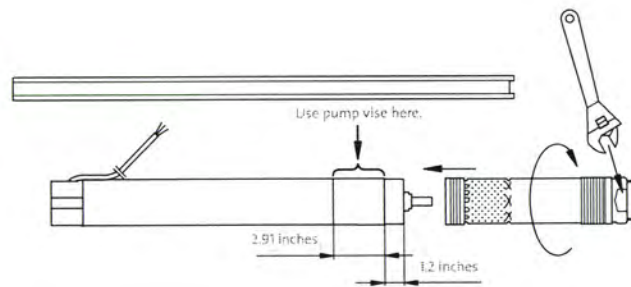


Figure 12

## TROUBLESHOOTING

Fault	Cause	
1. The pump does not run	a. The fuses are blown	
	b. The GFI circuit breaker has tripped.	
	c. No electricity supply.	
	d. The motor protection has cut off the electricity supply due to overload.	
	e. The drop cable is defective.	
	f. Overvoltage has occurred.	
2. The pump runs but gives no water.	a. The discharge is closed.	
	b. No water or too low water level in well.	
	c. Check valve is stuck in it's closed position.	
	d. The suction strainer is closed.	
	e. The pump is defective.	
3. The pump runs at reduced capacity.	a. The drawdown is larger than anticipated.	
	b. The valve s in the discharge pipe are partly closed/blocked.	
	c. The discharge pipe is partly choked by impurities (Iron bacteria).	
	d. The non-return valve of the pump is blocked.	
	e. The pump and the riser pipe are partly choked by impurities (Iron bacteria).	
	f. The pump is defective.	
	g. Hole in discharge pipe.	
	h. The riser pipe is defective.	
	i. Undervoltage has occurred.	
	4. Frequent starts and stops.	a. The differential of the pressure switch between the start and stop pressures is too small.
		b. The water level electrodes or level switches in the reservoir have not been installed correctly
c. Check-valve is leaking or stuck half-open.		
d. The supply voltage is unstable.		
e. The motor temperature is too high.		



## TROUBLESHOOTING

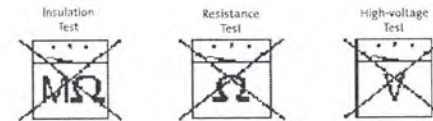
	Remedy
	Replace the blown fuses. If the new fuses blow too, check the electrical installation and the drop cable.
	Reset the circuit breaker.
	Contact the Electricity provider.
	Check for motor/pump blockage.
	Repair/replace the pump/cable.
	Check the electricity supply
	Open the valve
	See item 3a.
	Pull the pump and clean or replace the valve.
	Pull the pump and clean the strainer.
	Repair/replace the pump.
	Increase the installation depth of the pump, throttle the pump or replace it with a smaller capacity model.
	Check and clean/replace the valves as necessary.
	Clean/replace the discharge pipe.
	Pull the pump and check/replace the valve.
	Pull out the pump. Check and clean or replace the pump, if necessary. Clean the pipes.
	Repair/replace the pump.
	Check and repair the piping.
	Replace.
	Check the electricity supply.
	Increase the differential. However, the stop pressure must not exceed the operating pressure of the pressure tank, and the start pressure should be high enough to ensure sufficient water supply.
	Adjust the intervals of the electrodes/level switches to ensure suitable time between the cutting-in and cutting-out of the pump. See installation and operating instructions for the automatic devices used. If the intervals between start/stop cannot be changed via the automatics, the pump capacity may be reduced by throttling the discharge valve.
	Pull the pump and clean/replace the non-return valve.
	Check the electrical supply.
	Check the water temperature.

14

## TROUBLESHOOTING

### Instruments not allowed:

Note: The use of the following instruments is not allowed during fault finding:



Note: When measuring, use RMS-instruments.

### Checking the motor and cable:

<p>1. Supply voltage</p>	<p>Measure the voltage L1 (RMS) between phase and L2. Connect the voltmeter to the terminals at the connections.</p>	<p>The voltage should, when the motor is loaded, be within the range specified on Page 4, large variations in supply voltage indicate poor electricity supply, and the pump should be stopped until the problem has been corrected.</p>
<p>2. Current consumption</p>	<p>Measure the current (RMS) while the pump is operating at a constant discharge head (if possible, at capacity where the motor is heavily loaded) For maximum current, see motor nameplate.</p>	<p>If the current exceeds the full load current, there are the following possible faults: Poor connection in the leads, possibly in the cable joint. Too low supply voltage, see item 1 on Page 13.</p>

### Environment

During handling, operation, storage and transport, all environment regulations dealing with the handling of hazardous materials must be observed.



When the pump is taken out of operation, it must be ensured that no hazardous material is left in the pump and in the riser pipe, which can be injurious to persons and the environment.

### Disposal

Disposal of this product or parts of it must be carried out according to the following guidelines:

1. Use the local public or private waste collection service.
2. If such waste collection service does not exist or cannot handle the materials used in the product, please deliver the product or any hazardous materials from it to your nearest GRUNDFOS company or service center.

15

## TECHNICAL DATA

Supply Voltage:	1x200-240V +6%/-10%, 50/60 Hz, LE 1x100-115V +6%/-10%, 50/60 Hz, LE
Operation via Generator:	Recommended generator output must be equal to P1[KW]+50% and minimum P1+10%
Starting Current:	The motor starting current is equal to the highest value stated on the motor nameplate.
Starting:	Soft starting.
Run-up Time:	Maximum : 2 seconds
Motor Protection:	The motor is protected against: Dry running, overvoltage, undervoltage, overload, over-temperature
Power Factor:	PF= 1
Service Factor:	0.33-0.50A[HP]-1.75 at 115V/230V 0.50-0.75A[HP]-1.4 at 230V 1.0-1.5C[HP]-1.15 at 230V
Motor Cable: Length	3 Wire, 14 AWG XLPE 5 ft
Motor Liquid: pH Values:	Type SML 2 5.0 and SQE: 5 to 9
Liquid Temperature:	The temperature of the pumped liquid must not exceed 104°F.
<b>Note: If liquids with a viscosity higher than that of water are to be pumped, please contact GRUNDFOS</b>	
Discharge Port:	5SQ/SQE-1"NPT 10-15SQ/SQE-1 1/4" NPT 22-30SQ/SQE-1 1/2" NPT
<b>STORAGE CONDITIONS</b>	
Minimum Ambient Temperature:	-4°F
Maximum Ambient Temperature:	+140°F
Freeze Protection:	If the pump has to be stored after use, it must be stored on a frost-free location or it must be ensured that the motor liquid is frost-proof. (The motor must be stored without being filled with motor liquid.)
<b>OPERATING CONDITIONS</b>	
Minimum Ambient Fluid Temperature:	-4°F
Maximum Ambient Fluid Temperature:	+104°F
<b>APPROXIMATE DIMENSIONS AND WEIGHT</b>	
Motor Dimensions (MS 3 & MSE 3): 0.33-0.50A[hp] 0.50-0.75B[hp] 1.0-1.5C[hp]	20.9" length x 2.68" diameter 20.9" length x 2.68" diameter 22.3" length x 2.68" diameter
Motor Weights (MS 3 & MSE 3): 0.33-0.50A[hp] 0.50-0.75B[hp] 1.0-1.5C[hp]	6.0 Lbs. 7.1 Lbs. 8.2 Lbs.
Pump End Dimensions: Pump Diameter: Pump Diameter, incl. cable guard:	2.68" 2.91"
Pump End Dimensions(min. and max.): 5SQ/SQE 10SQ/SQE 15SQ/SQE 22SQ/SQE 30SQ/SQE	10.6" to 18.0" 10.6" to 16.9" 10.6" to 16.9" 10.6" to 16.9" 10.6" to 13.7"
Pump End Weights(min. and max.): All SQ/SQE Models Well Diameter (minimum): Installation Depth (Maximum):	2.2 lbs. to 3.5 lbs. 3" 500 feet, below static water level.

16

## TECHNICAL DATA

PUMP TYPE	HP	VOLTAGE	FLOW RANGE	MIN. WELL DIA.	DISCH.
5SQ/SQE03A-90	1/3 A	230V/115V	1.5-7.5 GPM	3"	1" NPT
5SQ/SQE03A-140	1/3 A	230V/115V	1.5-7.5 GPM	3"	1" NPT
5SQ/SQE05A-180	1/2 A	230V/115V	1.5-7.5 GPM	3"	1" NPT
5SQ/SQE05B-230	1/2 B	230V	1.5-7.5 GPM	3"	1" NPT
5SQ/SQE05B-270	1/2 B	230V	1.5-7.5 GPM	3"	1" NPT
5SQ/SQE07B-320	3/4 B	230V	1.5-7.5 GPM	3"	1" NPT
5SQ/SQE10C-360	1 C	230V	1.5-7.5 GPM	3"	1" NPT
5SQ/SQE10C-410	1 C	230V	1.5-7.5 GPM	3"	1" NPT
5SQ/SQE10C-450	1 C	230V	1.5-7.5 GPM	3"	1" NPT
10SQ/SQE03A-110	1/3 A	230V/115V	3-15 GPM	3"	1 1/4" NPT
10SQ/SQE05B-160	1/2 B	230V/115V	3-15 GPM	3"	1 1/4" NPT
10SQ/SQE05B-200	1/2 B	230V	3-15 GPM	3"	1 1/4" NPT
10SQ/SQE10C-240	1 C	230V	3-15 GPM	3"	1 1/4" NPT
10SQ/SQE10C-290	1 C	230V	3-15 GPM	3"	1 1/4" NPT
10SQ/SQE10C-330	1 C	230V	3-15 GPM	3"	1 1/4" NPT
15SQ/SQE03A-70	1/3 A	230V/115V	4-20 GPM	3"	1 1/4" NPT
15SQ/SQE05A-110	1/2 A	230V/115V	4-20 GPM	3"	1 1/4" NPT
15SQ/SQE05B-150	1/2 B	230V	4-20 GPM	3"	1 1/4" NPT
15SQ/SQE07B-180	3/4 B	230V	4-20 GPM	3"	1 1/4" NPT
15SQ/SQE10C-220	1 C	230V	4-20 GPM	3"	1 1/4" NPT
15SQ/SQE10C-250	1 C	230V	4-20 GPM	3"	1 1/4" NPT
15SQ/SQE15C-290	1 1/2 C	230V	4-20 GPM	3"	1 1/4" NPT
22SQ/SQE03A-40	1/3 A	230V/115V	7-33 GPM	3"	1 1/2" NPT
22SQ/SQE05A-80	1/2 A	230V/115V	7-33 GPM	3"	1 1/2" NPT
22SQ/SQE05B-120	1/2 B	230V	7-33 GPM	3"	1 1/2" NPT
22SQ/SQE10C-160	1 C	230V	7-33 GPM	3"	1 1/2" NPT
22SQ/SQE10C-190	1 C	230V	7-33 GPM	3"	1 1/2" NPT
22SQ/SQE15C-220	1 1/2 C	230V	7-33 GPM	3"	1 1/2" NPT
30SQ/SQE05A-40	1/2 A	230V/115V	8-42 GPM	3"	1 1/2" NPT
30SQ/SQE05B-90	1/2 B	230V	8-42 GPM	3"	1 1/2" NPT
30SQ/SQE10C-130	1 C	230V	8-42 GPM	3"	1 1/2" NPT
30SQ/SQE10C-130	1 C	230V	8-42 GPM	3"	1 1/2" NPT

## ACCESSORIES

PRODUCT	PART NUMBER
CU 300	96422776
CU 301	96436754
FLOW SLEEVE	96037505
GREASE	96037562
FLOW SWITCH	96022967
PRESSURE TRANSMITTER	96026030

17



## NOTES

## LIMITED WARRANTY

Products manufactured by (GRUNDFOS) GRUNDFOS PUMPS CORPORATION are warranted to the original user only to be free of defects in material and workmanship for a period of 24 months from date of installation, but not more than 30 months from date of manufacture. GRUNDFOS' liability under this warranty shall be limited to repairing or replacing at GRUNDFOS' option, without charge, F.O.B. GRUNDFOS' factory or authorized service station, any product of GRUNDFOS' manufacture. GRUNDFOS will not be liable for any costs of removal, installation, transportation, or any other charges which may arise in connection with a warranty claim. Products which are sold but not manufactured by GRUNDFOS are subject to the warranty provided by the manufacturer of said products and not by GRUNDFOS' warranty. GRUNDFOS will not be liable for damage or wear to products caused by abnormal operating conditions, accident, abuse, misuse, unauthorized alteration or repair, or if the product was not installed in accordance with GRUNDFOS' printed installation and operating instructions.

To obtain service under this warranty, the defective product must be returned to the distributor or dealer of GRUNDFOS' products from which it was purchased together with proof of purchase and installation date, failure date, and supporting installation data. Unless otherwise provided, the distributor or dealer will contact GRUNDFOS or an authorized service station for instructions. Any defective product to be returned to GRUNDFOS or a service station must be sent freight prepaid; documentation supporting the warranty claim and/or a Return Material Authorization must be included if so instructed.

GRUNDFOS WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING FROM INSTALLATION, USE, OR ANY OTHER CAUSES, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THOSE WARRANTIES DESCRIBED OR REFERRED TO ABOVE, EXCEPT AS EXPRESSLY HEREIN PROVIDED THE GOODS ARE SOLD "AS IS", THE ENTIRE RISK AS TO QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND PERFORMANCE OF THE GOODS IS WITH THE BUYER, AND SHOULD THE GOODS PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE BUYER AND NOT THE MANUFACTURER, DISTRIBUTOR, OR RETAILER ASSUMES THE ENTIRE RISK OF ALL NECESSARY SERVICING AND REPAIR.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages and some jurisdictions do not allow limitations on how long implied warranties may last. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

**U.S.A.**  
Grundfos Pumps Corporation  
17100 W 118th Terrace  
Olathe, Kansas 66061  
Telephone: (913) 227-3400  
Fax: (913) 227-3500

**Canada**  
Grundfos Canada, Inc.  
2941 Brighton Rd.  
Oakville, Ontario L6H 6C9  
Telephone: (905) 829-9533  
Fax: (905) 829-9512

**Mexico**  
Bombas Grundfos de Mexico, S.A. de C.V.  
Boulevard TLC #15, Parque Industrial Sliva Aeropuerto  
C.P. 66600 Apodaca, N.L. Mexico  
Telephone: 011-52-81-8164-4000  
Fax: 011-52-81-8164-4010

L-SP-T1-017 | Rev. 1/01  
Printed in the U.S.A.



SEARCH

Engineers Click Here |  
Employment

[Home](#) | [About Us](#) | [Products](#) | [What is New?](#) | [FAQs](#) | [Distributors Login](#) | [Contact Us](#)

## About us

Founded in 1957, Snyder Industries has grown to become a recognized leader in the design and manufacturing of bulk storage, processing and transportation tank systems.

Our Engineered Bulk Container solutions incorporate polyethylene and steel tank constructions produced using state-of-the-art technologies.



Snyder Tanks are offered in a variety of materials, including **FDA** and **NSF 61** approved high-density (HDLPE) and cross-linked high-density (XLPE) polyethylene resins, and stainless and carbon steel containers in a variety of designs.

Snyder Industries' tank engineering team is responsible for a multitude of tank processing and design patents, which are utilized to produce tank solutions that exceed the safety and performance requirements of our customers at the lowest possible cost.

In addition to our broad proprietary product line of tanks and containers, Snyder Industries is also a unique resource for select *custom molding* applications that require a high degree of engineering and manufacturing expertise.

We at Snyder Industries look forward to serving your company in the months and years ahead. Feel free to browse our site and [Contact Us](#) at your convenience for information that would assist you learning more about Snyder Industries and how we can help your company.

[Home](#) | [About Us](#) | [Industrial](#) | [IBC Division](#) | [On-Site Septic & Water](#) | [Water Tanks](#) | [Agricultural Division](#) | [FAQ's](#) | [Contact Us](#)

Copyright 2009 © Snyder Industries Inc.  
[info@snydernet.com](mailto:info@snydernet.com)

[Privacy Policy](#)

Web Design and Hosting by [SR Web Creators](#)





Close window to  
exit NSF Listings.

## NSF Product and Service Listings

These Listings were Last Updated on **Monday, February 09, 2009** at 4:15 AM Eastern Time. Please [contact NSF International](#) to confirm the status of any Listing, report errors, or make suggestions.

**Warning:** NSF is concerned about fraudulent downloading and manipulation of website text. If you have received this listing in hard copy, always confirm this certification/listing information by going directly to <http://www.nsf.org/Certified/PwsComponents/Listings.asp?Company=71300&Standard=061> for the latest most accurate information.

### NSF/ANSI STANDARD 61 Drinking Water System Components - Health Effects

**NOTE:** Unless otherwise indicated for Materials, Certification is only for the Water Contact Material shown in the Listing. [Click here for a list of Abbreviations used in these Listings.](#)

#### SNYDER INDUSTRIES, INC.

4700 FREMONT STREET  
P.O. BOX 4583  
LINCOLN, NE 68504  
402-467-5221

**Facility :** MARKED TREE, AR

#### Protective (Barrier) Materials

Trade Designation	Water Contact Size Restriction	Water Contact Temp	Water Contact Material
Tanks Potable Water Tank[1]	>= 22 gal.	CLD 23	PE

[1] Certified colors: natural, black, and green.  
Certification is for tank material and fittings and does not include and gaskets, lubricants, or plugs.

**Facility :** CHOWCHILLA, CA

#### Protective (Barrier) Materials

Trade Designation	Water Contact Size Restriction	Water Contact Temp	Water Contact Material
Tanks Potable Water Tank[1]	>= 22 gal.	CLD 23	PE

[1] Certified colors: natural, black, and green.  
 Certification is for tank material and fittings and does not include and gaskets,  
 lubricants, or plugs.

### Facility : LINCOLN, NE

#### Protective (Barrier) Materials

Trade Designation	Water Contact Size Restriction	Water Contact Temp	Water Contact Material
Tanks Potable Water Tank[1]	>= 22 gal.	CLD 23	PE

[1] Certified colors: natural, black, and green.  
 Certification is for tank material and fittings and does not include and gaskets,  
 lubricants, or plugs.

### Facility : PHILIPPI, WV

#### Protective (Barrier) Materials

Trade Designation	Water Contact Size Restriction	Water Contact Temp	Water Contact Material
Tanks Potable Water Tank[1]	>= 22 gal.	CLD 23	PE

[1] Certified colors: natural, black, and green.  
 Certification is for tank material and fittings and does not include and gaskets,  
 lubricants, or plugs.

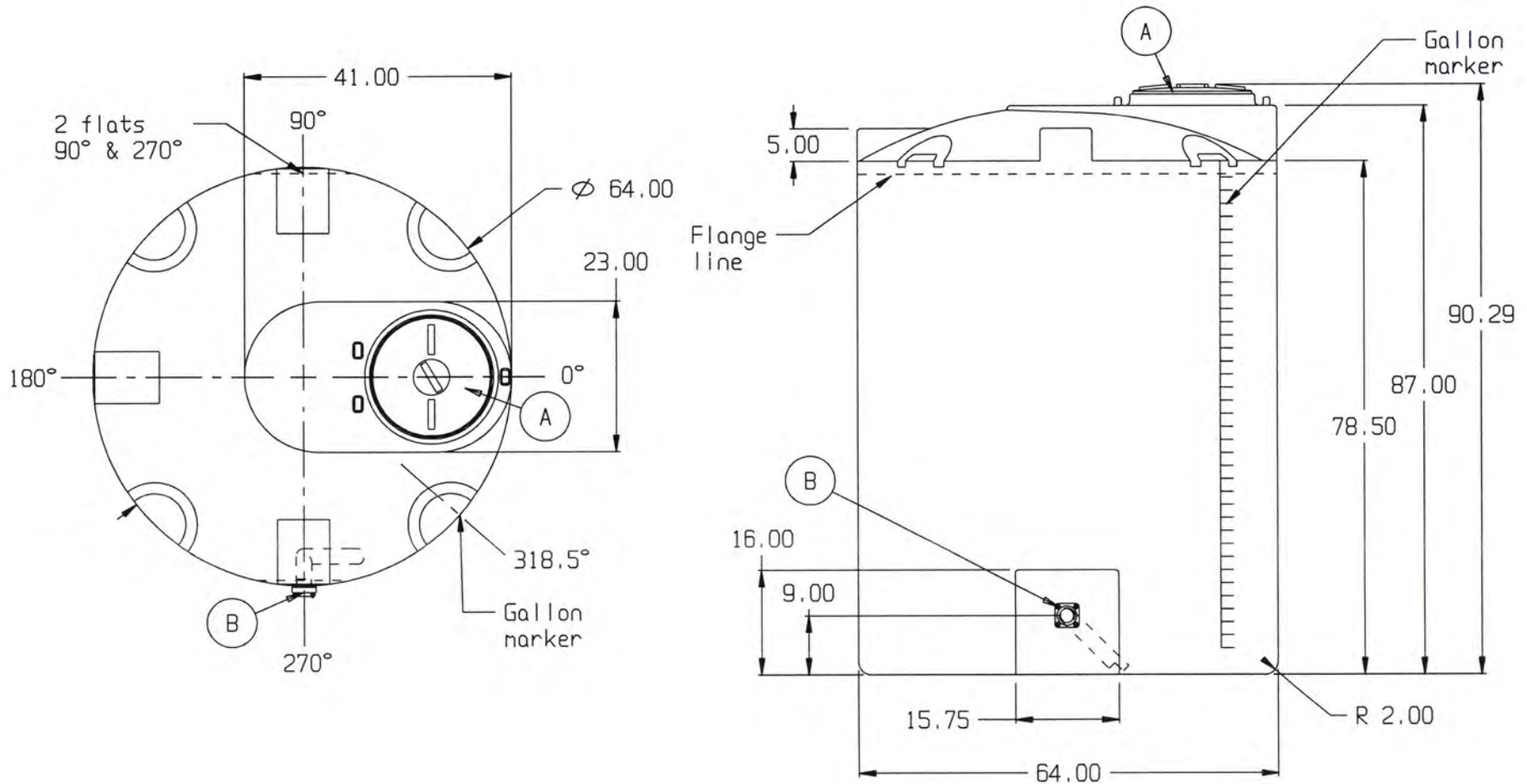
Number of matching Manufacturers is 1  
 Number of matching Products is 4  
 Processing time was 0 seconds

- [Search Listings](#) |
  - [News Room](#) |
  - [About NSF](#) |
  - [Careers](#) |
  - [NSF Mark](#) |
  - [Client Log-In](#)
- 
- [Privacy Policy](#) |
  - [Site Map](#) |
  - [Request Info](#) |
  - [Contact Us](#) |
  - [Copyright © 2004 NSF International.](#)



WATER

SNYDER INDUSTRIES INC.



- A. 18" PE THREADED-VENTED MANWAY W/15" ACCESS [P/N 3470087]
- B. 2" PP/PE BOLTED FTG SIPHON TUBE ASSY W/EPDM GASKETS & SS BOLTS [P/N 34700841]

\* BASE FITTINGS TO BE LEFT INSTALLED AT TIME OF SHIPMENT PER SII PROCEDURE  
 \* Consult Snyder's Guidelines for Use and Installation prior to delivery.  
 Available on-line at [www.snydernet.com](http://www.snydernet.com)

(all dimensions in inches)

PART # TANK: 1830000W94302 (L)  
HOLPE/NAT/WATER

REF#: 0000

04/27/07

# 1,100 GALLON FLAT BOTTOM TANK

[Home](#)[Products](#)[Literature](#)[About USPoly](#)[Sales](#)[Contact Us](#)

## Product Catalog

[Eagle 3408 Pipe](#)[Green Stripe™ Turf Pipe](#)[Water Service Line Pipe](#)[Eagle Pure-Core® Pipe](#)[UAC 4500 Reclaimed Pipe](#)[UAC 4000 Aqua-Stripe Pipe](#)[Home](#) > [Water Products](#) > [Eagle Pure-Core® Pipe](#)

## EAGLE PURE-CORE® PIPE



### Eagle Pure-Core® Blue Pipe and Tubing

General Features of US Poly Eagle Pure-Core® Blue Pipe and Tubing

- Pipe meets the requirements of ASTM D 2239 and AWWA C901
- Tubing meets the requirements of ASTM D 2737 and AWWA C901 with Copper Tube Size (CTS) outside diameters
- Material is high density PE 3408, meeting cell class 345464
- Listed for potability to ANSI/NSF Standard 61
- Natural core with blue exterior
- Color-coded tags denote product and pressure rating for improved warehouse control
- SDR 7 pipe is compatible with IPS inside diameter fittings

### Eagle Pure-Core® Pipe

General Features of US Poly Eagle Pure-Core® Pipe

- Pipe meets the requirements of ASTM D 2239
- Material is medium density PE 2406, meeting cell class 224343
- Listed for potability to ANSI/NSF Standard 61
- Natural core with black exterior
- Color-coded tags denote product and pressure rating for improved warehouse control
- SDR 7 pipe is compatible with IPS inside diameter fittings

[contact us](#) • [sitemap](#) • [terms and conditions](#)



# Water Quality Association

02/05/2009

## NSF/ANSI 60 International Standard for Drinking Water Additives

### NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

This Standard establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. This standard does not establish performance or taste and odor requirements for drinking water treatment chemicals.

#### Clorox Company (The)

1221 Broadway  
Oakland, CA 94612  
Phone: (510) 271-7000

#### Product Type: Bleach

<i>Trade Designation</i>	<i>Max Use</i>
Clorox Regular Bleach <sup>37</sup>	170 mg/L
Clorox Regular Bleach <sup>37</sup>	170 mg/L
Clorox Regular Bleach <sup>37</sup>	170 mg/L
Clorox Regular Bleach <sup>37</sup>	170 mg/L
Clorox Regular Bleach <sup>37</sup>	170 mg/L
Clorox Regular Bleach <sup>37</sup>	170 mg/L
Clorox Regular Bleach <sup>37</sup>	170 mg/L

<sup>37</sup>: The residual levels of chlorine and disinfection by-products should be monitored in the finished drinking water to ensure compliance to all applicable regulations.

[Back](#)

#### Disclaimer:

Listing in these directories does not constitute an endorsement, guarantee, or warranty of any kind by Water Quality Association or its members of any of the products contained in them. Every effort has been made to verify the accuracy of all listings in this directory. The association can assume no liability for errors or omissions.

Water Quality Association:

[Back](#)

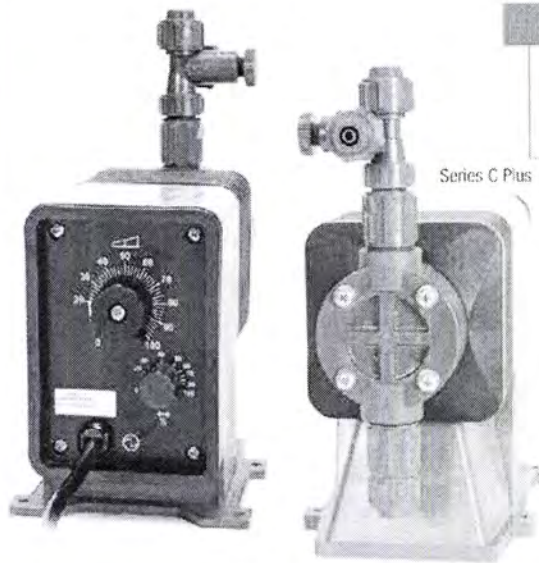
Thu, Feb 05, 2009

Copyright 2009 by the Water Quality Association - All rights reserved.

Water Quality Association  
International Headquarters & Laboratory  
4151 Naperville Road  
Lisle, IL 60532-3696  
USA  
630 505 0160, Fax 630 505 9637  
[info@wqa.org](mailto:info@wqa.org), [www.wqa.org](http://www.wqa.org)

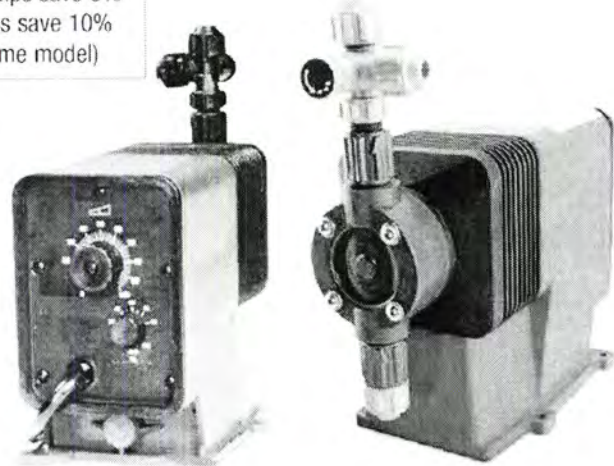
[Disclaimers](#)

# Chemical Feed Liquid



### Quantity pricing!

Buy 2-3 pumps save 5%  
Buy 4 pumps save 10%  
(must be same model)



## PULSATRON® Series C & C Plus Pumps

**Chlorine & General**

- Excellent economical value

Pulsafeeder Series C and C Plus pumps are well suited for simple systems that do not require flow pacing. Both series pumps feature a guided check valve system that reduces backflow and enhances the priming abilities.

The Series C pumps feature a fixed speed rate (strokes per minute) and a manually controlled stroke length to vary the output of the pump. The Series C Plus pumps feature both manual speed and stroke controls. UL listed for indoor and outdoor use.

**Includes:** an injection check valve assembly, foot valve/strainer, suction valve, discharge valve, bleed valve, 4' PVC vinyl suction tubing, 8' polyethylene discharge tubing and 4' bleed valve return tubing. **Repair kits include:** pump head, replacement diaphragm, seal, 4 pump head screws and check valves.

<b>Use with:</b>	caustic, hydrochloric acid, potassium permanganate, sodium bisulfate and sodium hypochlorite (call for compatibility with other chemicals)
<b>Wetted materials:</b>	head & fittings: 7th digit in pump model number — V = PVC, PTFE seats and O-rings, ceramic check balls, Teflon <sup>®</sup> faced diaphragm
<b>Maximum viscosity:</b>	1000 cP
<b>Suction lift:</b>	4 ft dry
<b>Duty cycle:</b>	continuous
<b>Turndown ratio:</b>	C = 5:1; C Plus = 100:1
<b>Metering accuracy:</b>	±3%
<b>Tubing size:</b>	1" = 3/8" OD
<b>Power:</b>	120 VAC, 50 watts (other voltages available)
<b>Shipping weight:</b>	10 lbs

## PULSATRON® Series E 12 Volt DC Pumps

**Chlorine & General**

- Perfect for field applications with portable generators

Pulsafeeder's Series E 12 VDC pumps provide the same great features as the E Plus premium line of pumps in a 12 volt DC version. Great for remote locations like wells, lagoons, or resorts where there isn't a permanent power source. These pumps can be used with car batteries or solar panels.

Series E pumps feature an on/off switch and manual speed and stroke controls. UL listed for indoor and outdoor use. The sealed housing provides superior protection from the elements.

**Includes:** an injection check valve assembly, foot valve/strainer, suction valve, discharge valve, bleed valve, 4' PVC suction tubing, 8' polyethylene discharge tubing and 4' bleed valve return tubing. **Repair kits include:** pump head, replacement diaphragm, seal, 4 pump head screws and check valves.

<b>Use with:</b>	caustic, hydrochloric acid, potassium permanganate, sodium bisulfate and sodium hypochlorite (call for compatibility with other chemicals)
<b>Wetted materials:</b>	head & fittings: 7th digit in pump model number — V = PVC, PTFE seats and O-rings, ceramic check balls, Teflon <sup>®</sup> faced diaphragm
<b>Maximum viscosity:</b>	LSO2 & LS13 = 300 cP; LS14 & LS44 = 1000 cP
<b>Suction lift:</b>	4 ft dry
<b>Duty cycle:</b>	continuous
<b>Turndown ratio:</b>	100:1
<b>Metering accuracy:</b>	±3%
<b>Tubing size:</b>	1" = 3/8" OD
<b>Power:</b>	12 VDC, 190 watts max, nominal (11.8 to 14 VDC)
<b>Shipping weight:</b>	10 to 15 lbs

MFR #	GPD	PSI	STOCK #	EACH	MODEL	STOCK #	EACH
<b>Series C</b>							
LD02SA-VTC1	6	80	MC-47606	\$ 290.00	K2-VTC1	MC-70567	\$ 79.60
LD03SA-VTC1	12	80	MC-47608	290.00	K3-VTC1	MC-70566	80.70
LD04SA-VTC1	24	80	MC-47610	290.00	K4-VTC1	MC-70565	92.70
LD04SA-VTC1	30	80	MC-47612	290.00	K4-VTC1	MC-70565	92.70
<b>Series C Plus</b>							
LD02SA-VTC1	6	80	MC-47615	\$ 325.00	K2-VTC1	MC-70567	\$ 79.60
LD03SA-VTC1	12	80	MC-47616	325.00	K3-VTC1	MC-70566	80.70
LD04SA-VTC1	24	80	MC-47617	325.00	K4-VTC1	MC-70565	92.70
LD04SA-VTC1	30	80	MC-47618	325.00	K4-VTC1	MC-70565	92.70

MFR #	GPD	PSI	STOCK #	EACH	MODEL	STOCK #	EACH
LS02S4-VTC1	6	150	MC-66620	\$ 396.00	K2VTC1	MC-70567	\$ 79.60
LS13S4-VTC1	12	150	MC-66621	396.00	K3VTC1	MC-70566	80.70
LS14S4-VTC1	24	100	MC-66622	418.00	K4VTC1	MC-70565	92.70
LS44S4-VTC1	44	100	MC-66623	528.00	K4VTC1	MC-70565	92.70

**Don't see your Pulsatron® pump or part?**

**Give us a call—we can usually get it to you within a few days!**





**APPENDIX E**

**Floodplain Certificate**

**Floodplain Documentation**

WATER QUALITY CONTROL DIVISION  
WATER QUALITY PROTECTION SECTION  
WQCD-TS-B2 - Technical Services Unit  
4300 CHERRY CREEK DRIVE SOUTH  
DENVER, CO 80222-1530  
(303) 692-3500

PWSID # \_\_\_\_\_  
(For Department Use)

## 100-YEAR FLOOD PLAIN CERTIFICATION

This Statement must accompany all Applications for Approval to Construct new Waterworks submitted to the Colorado Department of Public Health and Environment.

PROJECT TITLE Strong Subdivision PUD

County Garfield

CONSULTANT Colorado River Engineering, Inc.

### STATEMENT

I hereby certify that a Professional Engineering judgment has been made after evaluating all available flood plain data from the Colorado Water Conservation Board, U.S. Army Corps of Engineers, Housing and Urban Development, County Government, local flood districts, etc, regarding a potential 100-year flood threat to the

Strong Subdivision Pumphouse and Strong Well

Well or treatment plant

for

Strong Subdivision PUD

Name of entity or district, etc.

In my opinion, these waterworks, as located and designed, are not subject to flood damage by a 100-year event, based on the information enclosed from the

ZAO Engineers, Ltd drainage report, FEMA Mapping, CWCB Mapping and review of local site conditions as described in the Strong Subdivision PUD Water Supply Plan prepared by Colorado River Engineering, Inc..

Signature *Christopher Manera*

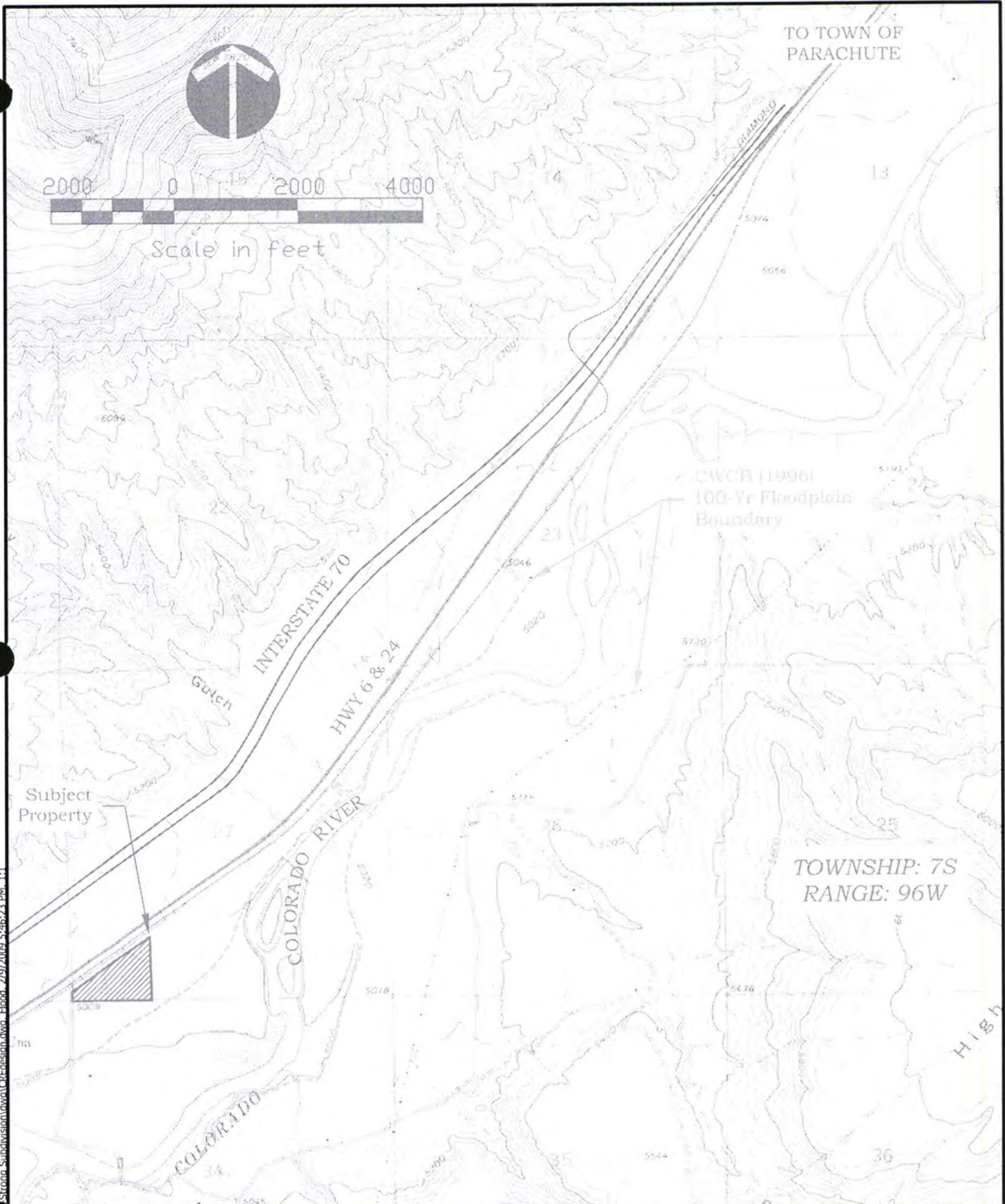
Title Engineer

Date 8-10-09

A Professional Engineers's Stamp must be included for all Community Water System's. Affix stamp below.







Strong Subdivision.dwg, Flood, 2/19/2009, 5:46:23 PM, 1:1  
 Mill and Projects

**COLORADO RIVER**  
 ENGINEERING  
 INCORPORATED

PO Box 1301  
 Rifle, CO 81650  
 Tel 970-625-4933  
 Fax 970-625-4564

CLIENT **STRONG SUBDIVISION**  
 c/o George Strong  
 PO BOX 808  
 Silt, CO 81652

PROJECT **777 - Strong Subdivision**

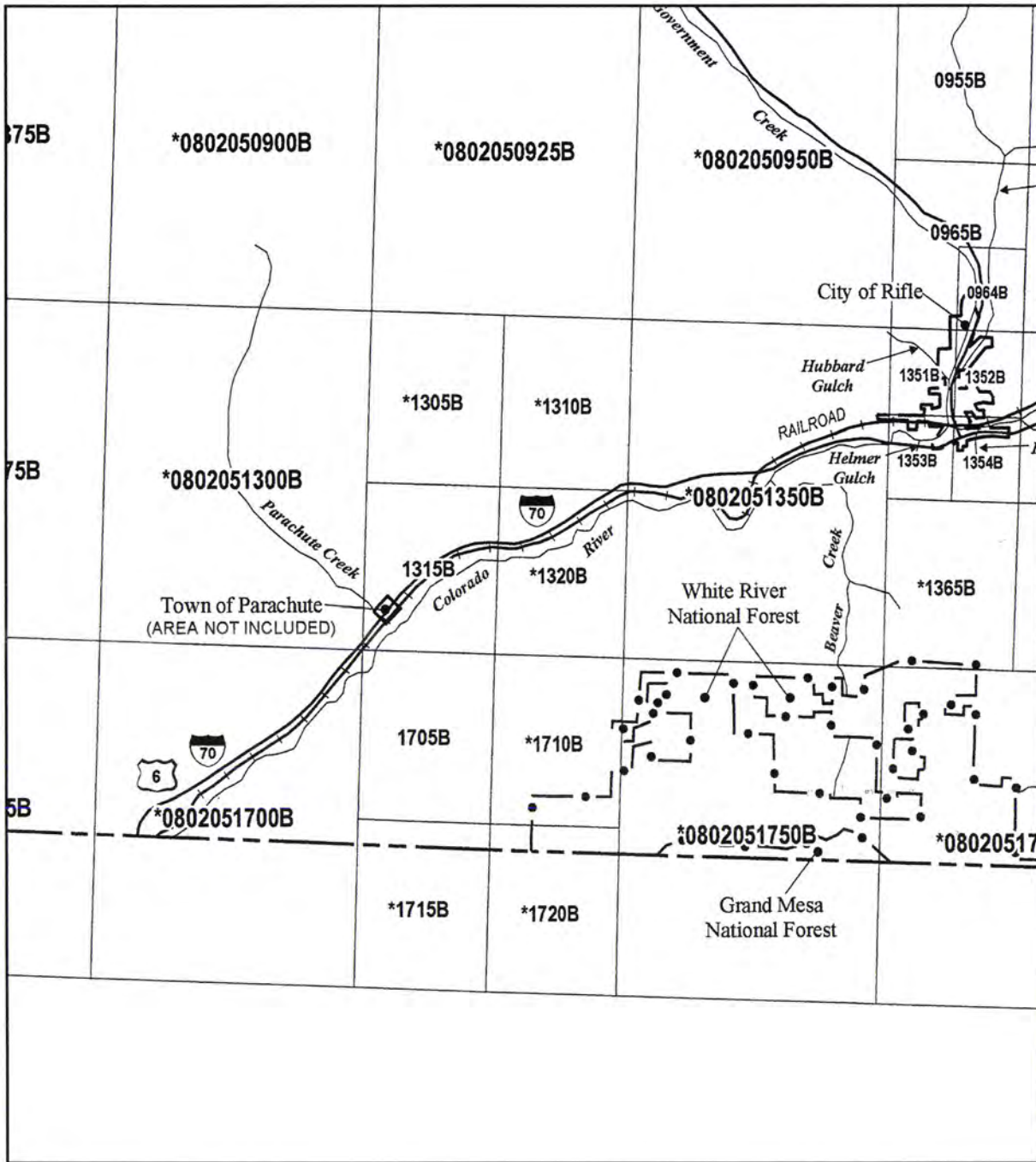
SHEET TITLE **CWCB Floodplain (Rev 1996)**

FILE M:\Land Projects R2\777-Strong Subdivision\dwg\CREdesign.dwg

SHEET NO.

**F**





MAP INDEX

**FIRM**  
FLOOD INSURANCE RATE MAP

**GARFIELD COUNTY,  
COLORADO**  
(UNINCORPORATED AREAS)

**MAP INDEX**

PANELS PRINTED: 955, 964, 965, 1015,  
1043, 1045, 1091, 1092, 1111, 1315,  
1351, 1352, 1353, 1354, 1431, 1432,  
1434, 1445, 1453, 1465, 1470, 1705,  
1855, 1856, 1857, 1858, 1859, 1870,  
1880



MAP NUMBER  
**080205IND0A**  
MAP REVISED  
**AUGUST 2, 2006**

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



1942

# FLOODPLAIN INFORMATION REPORT

## Colorado River Mainstem From Rifle to Utah-Colorado State Line

### Preface

The Colorado Water Conservation Board has prepared a Floodplain Information Report for the Colorado River mainstem subbasin of the Upper Colorado River Basin. The Board has also prepared similar reports for three other subbasins of the Upper Colorado River Basin: the Yampa River (from Craig, Colorado, downstream to Dinosaur National Monument); the White River (from Rio Blanco Lake downstream to the Utah state line); and the Gunnison River (from Delta, Colorado, downstream to its mouth). *Figure 1* on the next page shows the four stream reaches of critical habitat in the Upper Colorado River Basin. Each of these reports has been prepared to provide local officials with the most current approximate floodplain information, to assist them in their local floodplain management programs.

This Floodplain Information Report presents the results of a study for the delineation of the 50-year and 100-year floodplains on the reach of the Colorado River mainstem from Rifle, Colorado, downstream to the Utah state line. It is intended to assist the City of Rifle, the Town of Parachute, Garfield County, the Town of DeBeque, the Town of Palisade, the City of Grand Junction, the City of Fruita and Mesa County.

While the report has been prepared with local floodplain management needs in mind, the CWCB is aware that this reach of the Colorado River mainstem has been designated as critical habitat for endangered fish by the U.S. Fish and Wildlife Service (Service). The Service may choose to utilize some of the information in this report for Endangered Species Act purposes, but the CWCB neither endorses nor objects to such utilization. The CWCB has endorsed this report for floodplain management purposes only.



Department of Natural Resources  
Colorado Water Conservation Board  
Flood Control and Floodplain Management Section  
1313 Sherman Street, Room 211  
Denver, Colorado 80202

March 1995  
(Revised April 1996)



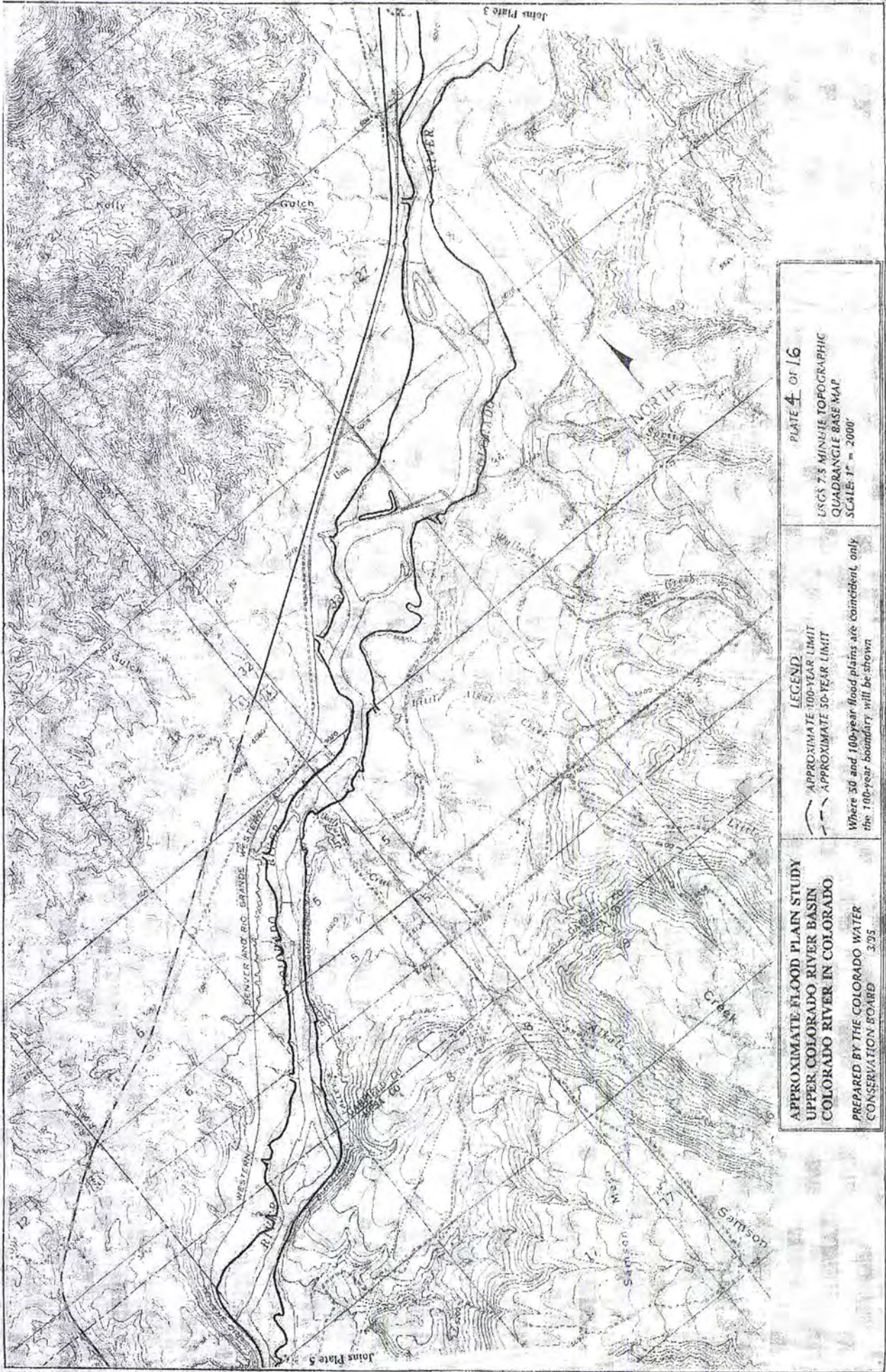


PLATE 4 OF 16

USGS 7.5 MINUTE TOPOGRAPHIC  
QUADRANGLE BASE MAP  
SCALE: 1" = 2000'

LEGEND

- APPROXIMATE 100-YEAR LIMIT
- - - APPROXIMATE 50-YEAR LIMIT

Where 50 and 100-year flood plains are coincident, only the 100-year boundary will be shown

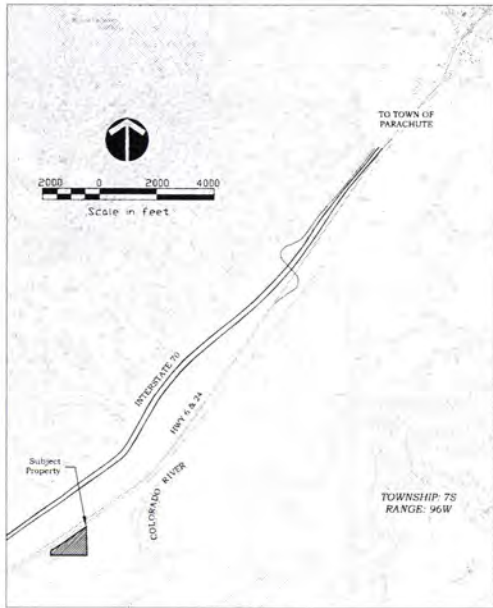
APPROXIMATE FLOOD PLAIN STUDY  
UPPER COLORADO RIVER BASIN  
COLORADO RIVER IN COLORADO

PREPARED BY THE COLORADO WATER  
CONSERVATION BOARD 3-95

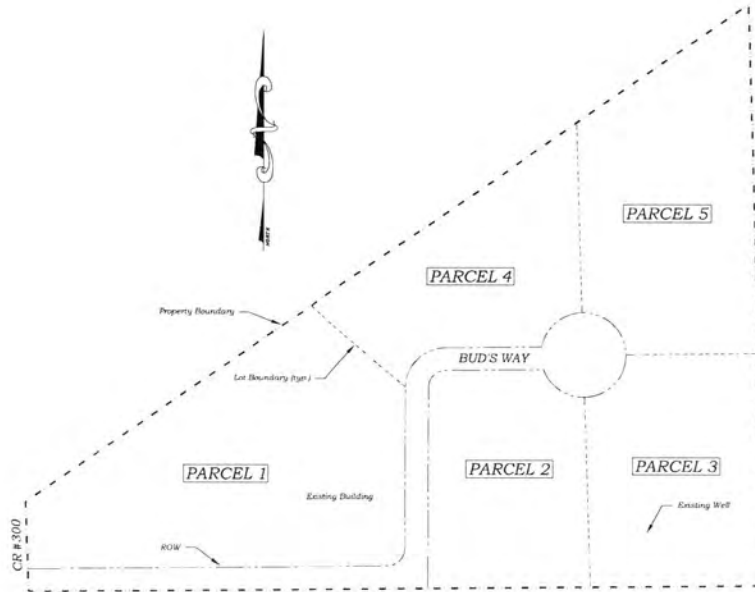


# STRONG P.U.D - POTABLE WATER PLAN

Garfield County, Colorado



VICINITY MAP



OWNER/ DEVELOPER: GEORGE STRONG  
PO BOX 808  
SILT, COLORADO 81652  
PHONE: 970-625-0777

ENGINEER:



P.O. BOX 1301  
RIFLE, COLORADO 81650  
PHONE: 970-625-4933  
FAX: 970-625-4564  
PROJECT ENGINEER:  
CHRISTOPHER MANERA P.E. #30578

SURVEYORS: BOOKCLIFF SURVEY SERVICES, INC.  
136 EAST THIRD STREET  
RIFLE, COLORADO 81650  
PHONE: 970-625-1330  
FAX: 970-625-2773

### SHEET INDEX

SHT#	TITLE
1	COVER SHEET
2	SITE PLAN
3	TYPICAL WATER DETAILS
4	PUMP DETAILS

### NOTES:

- 1) All improvements to be constructed per CDPE regulations.
- 2) All plumbing in accordance with CDPE, AWWA and applicable building codes.
- 3) Improvements to be certified by engineer.
- 4) Final distribution system design and construction drawings by ZAO Engineers, Ltd.
- 5) All improvements to be field staked at contractor & located within easements.
- 6) Owner responsible for obtaining and required permits (NPDES) prior to construction.
- 7) Disturbed construction areas shall be revegetated.
- 8) Existing conditions provided by Bookcliff Survey Services, Inc.
- 9) Contractor responsible for locating and avoidance of all utilities.
- 10) All non-water related utilities shall be maintained in continuous service throughout the entire construction period.
- 11) The contractor shall be responsible and liable for any damages to, or interruption of, services caused by the construction.

This Drawing Not Valid Unless Latest Revision Initials Are Handwritten				Original Drawing Preparation			
No.	Description	By	Date	Approved	Date	By	Date



PO Box 1301  
Rifle, CO 81650  
Tel 970-625-4933  
Fax 970-625-4564

CLIENT

**STRONG SUBDIVISION**  
c/o George Strong  
PO BOX 808  
SIL, CO 81652

SHEET TITLE

COVER SHEET

PROJECT

777 STRONG SUBDIVISION

FILE

\\share\projects\2017\777.Strong  
Subdivision\eng\CRS\eng.dwg

SHEET NO. OF 4

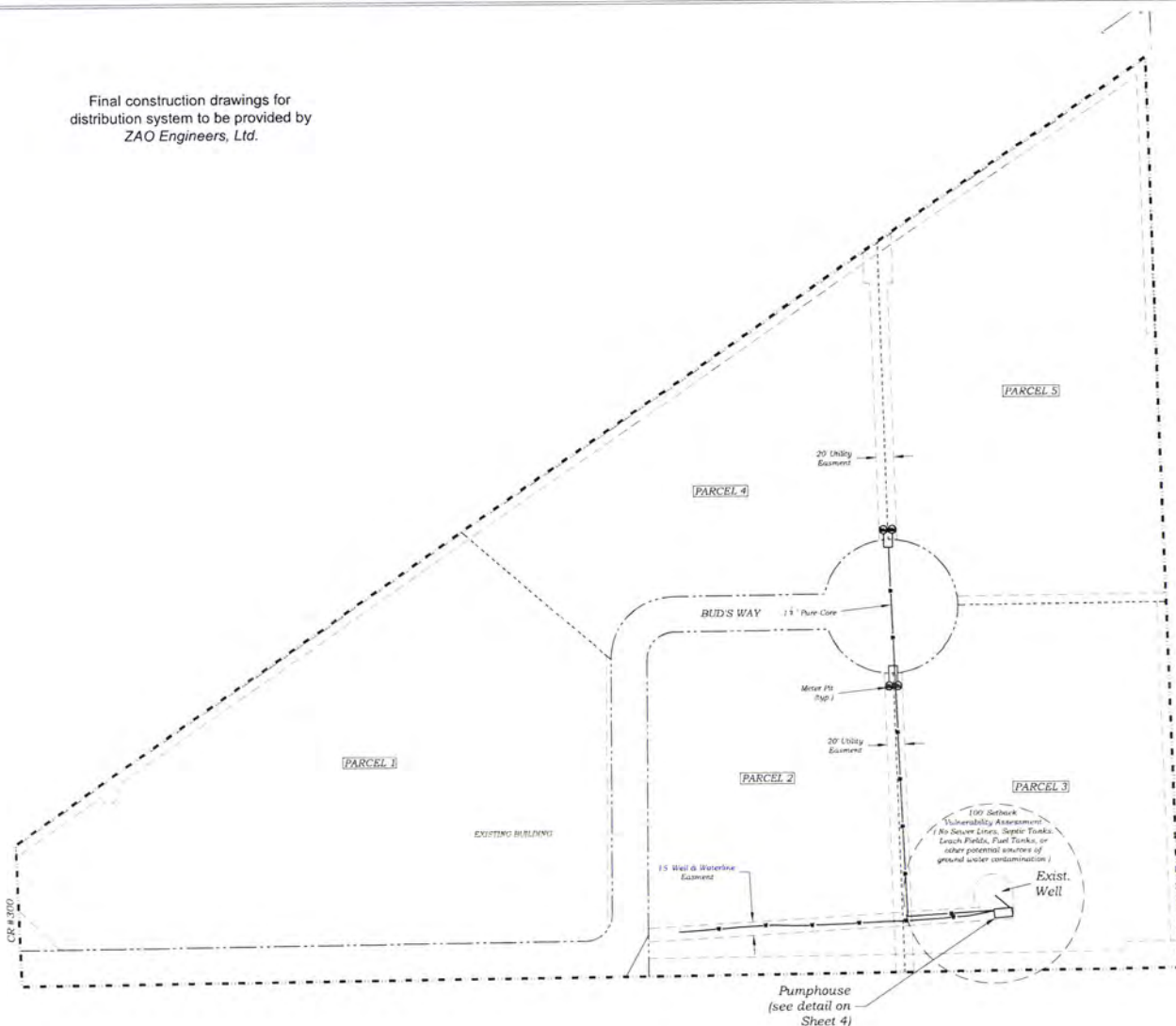
1

Reason

Final construction drawings for  
distribution system to be provided by  
ZAO Engineers, Ltd.

**LEGEND**

	Proposed Waterline
	Property Boundary
	Lot Boundary
	ROW
	Easement Boundary
	Exist. Overhead Electric
	Exist. Waterline
	Exist. Fence
	Exist. Underground Electric
	Exist. Underground Telephone
	Exist. Power Pole
	Exist. Storm Manhole
	Exist. Sewer Manhole



This Drawing Not Valid Unless Latest Revision Initials Are Handwritten					Original Drawing Preparation			
No.	Description	By	Date	Approved	Date	By	Date	

**COLORADO RIVER ENGINEERING**  
AS AN INCORPORATED FIRM

PO Box 1301  
Rifle, CO 81650  
Tel: 970-625-4553  
Fax: 970-625-4564

CLIENT: **STRONG SUBDIVISION**  
c/o George Spring  
PO BOX 808  
SE, CO 81652

PROJECT: **777 STRONG SUBDIVISION**

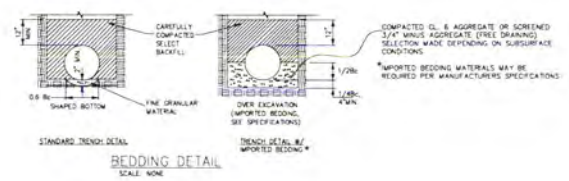
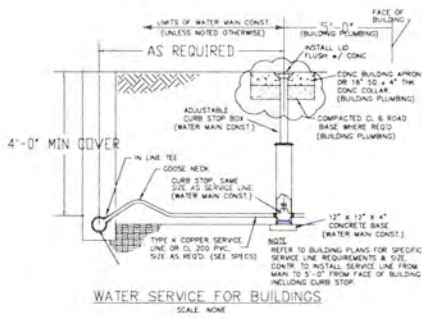
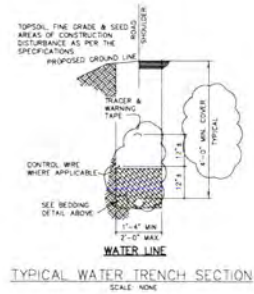
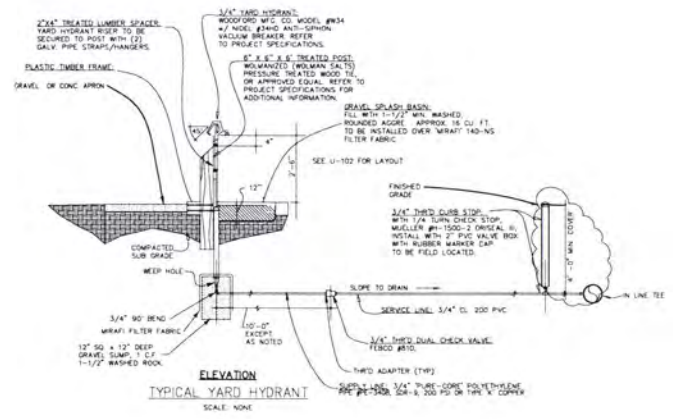
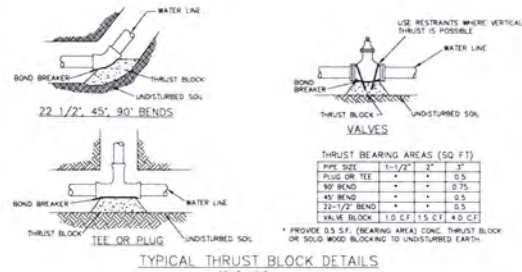
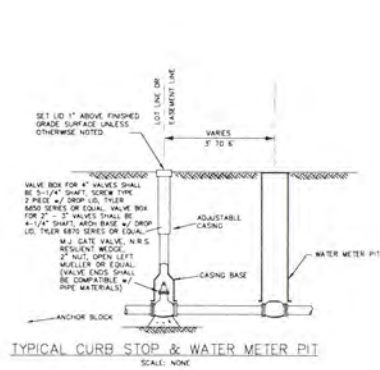
SHEET TITLE: **SITE PLAN**

FILE: W:\Land Projects\021717\Strong  
Subdivision\CD\021717.dwg

SHEET NO. OF 4: **2**

11/15/2017 10:00 AM C:\Users\jdoyle\OneDrive\Documents\777 Strong Subdivision.dwg





This Drawing Not Valid Unless Latest Revision Initials Are Handwritten

Description				Original Drawing Preparation			
No.	Description	By	Date	Approved	Date	By	Date
1						JDL	1-22-09
2							
3							
4							
5							

**COLORADO RIVER ENGINEERING**

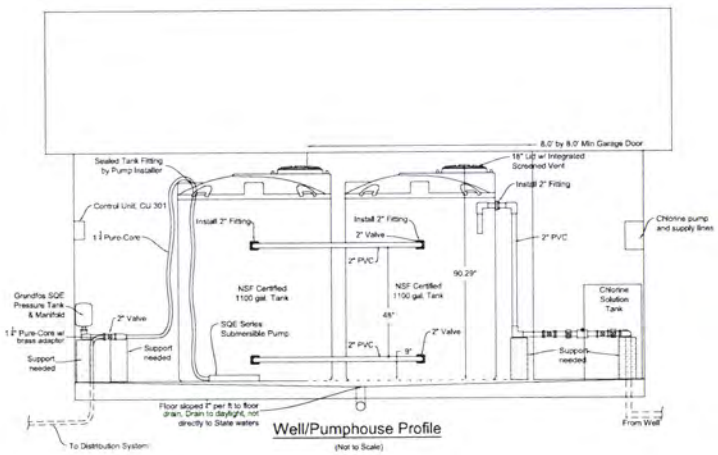
PO Box 1301  
P.O. Box 1301  
TIN 810-425-4833  
Fax 810-425-4564

CLIENT: **STRONG SUBDIVISION**  
c/o George Strong  
777 Strong Blvd  
SF, CO 81802

PROJECT: **777 STRONG SUBDIVISION**

SHEET TITLE: **TYPICAL WATER DETAILS**

FILE: W:\Line Projects\RD777\Strong  
Sub\Drawings\CRE\comp.dwg

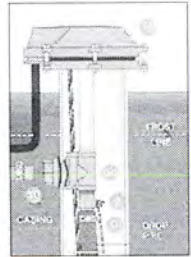


**NOTES:**

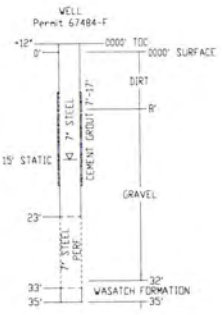
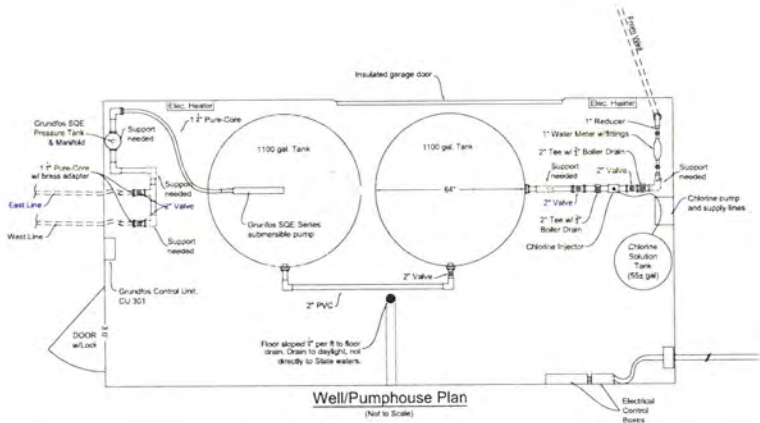
1. Construct 4' diameter concrete pad around well head.
2. Provide positive drainage away from well pad and pumphouse a minimum distance of 20'.
3. Building foundation to be feet adjusted to provide positive drainage away from building and provide for floor drain outfall.
4. Contractor shall be responsible for the removal of the existing well pump and reinstallation of the in tank pump, as shown.
5. Contractor shall be responsible for installation of new 15gpm Grundfos SQ series pump in well.
6. Water system components to be NSF certified where applicable.
7. Water tanks are Snyder Industries NSF Certified 1100-gal Vertical, HDPE, or engineer approved equivalent.
8. Building design and architecture by owner.



Typical Well Head Photo Showing 4' x 4' Concrete Pad with Watertight Well Cap Casing to be a min of 12\"/>



Typical Well Head Detail Showing Watertight Well Cap with integrated brass screen and Pitless Adapter Installation (Detail from Cuneen Manufacturing)



This Drawing Not Valid Unless Labeled Revision Details Are Handwritten					Original Drawing Preparation			
No.	Description	By	Date	Approved	Date	By	Date	Approved
						JDC	1-22-09	

**COLORADO RIVER ENGINEERING**  
 PO Box 1301  
 Rifle, CO 81150  
 Tel 970-425-4933  
 Fax 970-425-4564

CLIENT: **STRONG SUBDIVISION**  
 c/o George Strong  
 PO BOX 606  
 Silt, CO 81152

PROJECT: **777 STRONG SUBDIVISION**

SHEET TITLE: **PUMP DETAILS**

FILE: [www.projects.421775.com](http://www.projects.421775.com)  
 Submittal/rev/CPI/George.Strong

SHEET NO. **4** OF 4

11/15/2008 10:41:00 AM C:\Users\jdc\Documents\777 Strong Subdivision\777 Strong Subdivision.dwg Plot by jdc 11/15/2008 10:41:00 AM



**DECLARATION OF PROTECTIVE  
COVENANTS**

**DECLARATION of PROTECTIVE COVENANTS  
FOR  
STRONG SUBDIVISION PLANNED UNIT DEVELOPMENT**

THIS DECLARATION is made this day of 2009 UNA Development, LLC., a Colorado limited liability company ("Initial Owner"),

RECITALS

A. Initial Owner owns all of the real property interests legally described on Exhibit A attached hereto and by this reference incorporated herein (the "Property"), Initial Owner wishes to develop the Property as a high quality, aesthetically pleasing and harmoniously designed Planned Unit Development (the "Development"). The law which generally governs developments similar to the Development is the Colorado Common Interest Ownership Act (Article 33.3 of Title 38 of Colorado Revised Statutes) as the same may be amended from time to time (the "Act"). Under the Act, the Development would be considered a "common interest community" (as such term is defined in the Act) of the type known as a "planned community" (as such term is defined in the Act) because portions of the Property are designated for separate ownership by individuals or entities and the remainder of the Property is designated for ownership by the "Association" (as such term is defined in Section 1.03 hereof).

B. Under the provisions of Section 38-33.3-116 of the Act, a planned community consisting of "units" (as such term is defined in the Act) that are restricted to nonresidential use and which is not subject to any "development rights" (as such term is defined in the Act) is subject only to the provisions of Sections 38-33.3-105, 38-33.3-106 and 38-33.3-107 of the Act unless the "declaration" (as such term is defined in the Act) provides that the entire Act is applicable. In Section 4.01 hereof, the units are restricted to nonresidential use and in Section 1.06 hereof, Initial Owner declares that Initial Owner is not reserving development rights in this instrument. Initial Owner further declares that it is Initial Owner's intention that the entire Act shall not apply to this instrument or the Development although specific provisions of the Act may be incorporated into this instrument by express reference herein so as to apply to the Development

ARTICLE I  
DECLARATIONS

1.01: General Purposes. Initial Owner desires to establish a means to ensure the proper use and appropriate development of the Development by means of mutually beneficial covenants, conditions and restrictions imposed on the Development for the benefit of Initial Owner and all future owners of any portion of the Development.



1.02: Declaration. To further the purposes expressed in Section 1.01 hereof, Initial Owner, for itself and its successors and assigns, hereby declares that the Property shall, at all times, be owned, held, used and occupied subject to the provisions of this instrument, to the covenants, conditions and restrictions herein and to all amendments and supplements hereto.

1.03: Name of the Development and Name of the Association. Initial Owner declares that the name of the Development Strong Subdivision Planned Unit Development and that the name of the "unit owners association" (as such term is defined in the Act) organized to govern and administer the Development is Strong Subdivision Parcel Owners Association, a Colorado nonprofit corporation (the "Association")

1.04: Location and Type of Development. Initial Owner declares that all of the Development is situated in Garfield County, Colorado, and that the Development is a planned community for the reasons set forth in the Recitals.

1.05: No Declarant. Initial Owner is entering into this instrument in its capacity as owner of the Property and declares that it is Initial Owner's intention that Initial Owner shall not be considered a "declarant" (as such term is defined in the Act) and, accordingly, Initial Owner shall not have either the rights or obligations of a declarant under the Act, except the obligation to deliver a copy of this instrument as recorded to the Assessor of Garfield County, Colorado set forth in Section 38-33.3-1 05 of the Act. This instrument does, however, create certain rights and obligations of Initial Owner with respect to the Development which are similar to rights and obligation of a declarant under the Act, but the rights and obligations of Initial Owner are governed by the "Declaration" (as such term is defined in Section 2.07 hereof) and not by the Act.

1.06: No Reserved Development Rights. Initial Owner declares that it is Initial Owner's intention that Initial Owner does not reserve any development rights which would include the rights to: (a) add real estate to the Development; (b) create additional units, or "common elements" or "limited common elements" (as such terms are defined in the Act) within the Development; (c) subdivide units or convert units into common elements or (d) withdraw real estate from the Development.

## ARTICLE 2

In addition to the definitions set forth above or below, the following terms shall have the following meanings when used herein;



## CERTAIN DEFINITIONS

2.01: Articles. "Articles" shall mean the articles of incorporation of the Association as the same may be amended from time to time.

2.02: Board of Directors. "Board of Directors" shall mean the governing body of the Association which is the "executive board" of the Association (as such term is defined and used in the Act).

2.03: Budget. "Budget" shall mean the plan for each fiscal year of the Association for the payment of current Common Expenses, for the reservation of funds for the payment of future Common Expenses and for obtaining the funds required for such payments to be adopted by the Association in accordance with the provisions of Section 8.01 hereof.

2.04: Bylaws. "Bylaws" shall mean the bylaws of the Association in effect from time to time.

2.05: Common Area. "Common Area" shall mean the real property identified as rights-of-way and easements on the Plat which is intended for ownership by the Association.

2.06: Common Expenses. "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association in the performance of its duties under the Declaration, the Articles, the Bylaws or the Rules, whether or not the same may be expressly declared to be Common Expenses.

2.07: Declaration. "Declaration" shall mean this instrument, the Plat and all amendments and supplements to this instrument and the Plat hereafter recorded in the real property records of Garfield County, Colorado.

2.08: Easement. "Easement" shall mean the easement created pursuant to the provisions of Section 3.02 hereto.

2.09: First Lienor. "First Lienor" shall mean: (a) a Lienholder holding a Security Interest encumbering any portion of the Development which is recorded after the date of recording of this instrument, and, (b) a Lienholder holding a Security Interest encumbering a Parcel which is recorded after the date of recording of this instrument and which has priority over all other Security interests encumbering such Parcel,



2.10: Guest. "Guest" shall mean any individual who is present at the Property at the express or implied invitation of an Owner including, without limitation, friends, relatives, agents, contractors, employees, tenants or business invitees of an Owner.

2.11: Improvements. "Improvements" shall mean all buildings, structures, fences walls, parking areas and landscaped areas located on a Parcel, including all utility facilities and equipment located on that Parcel, which serve only that Parcel and all other improvements which are constructed on that Parcel.

2.12: Lienholder. "Lienholder" shall mean: (a) the holder of a Security Interest encumbering any portion of the Property which is recorded on the date of this instrument and (b) the holder of a Security Interest encumbering a Parcel which is recorded after the date of this instrument without regard to the priority of such Security Interest with respect to all Security Interests encumbering the same Parcel. A First Lienor is also a Lienholder.

2.13: Parcel. "Parcel" shall mean any parcel of land designated as a Parcel on the Plat and which is intended for separate ownership by an Owner. Each parcel is identified by the number of such Parcel shown on the Plat. An individual Parcel may be referred to in the Declaration by such Parcel's number as shown on the Plat. A Parcel constitutes a unit as such term is used in the Act. For the purposes of this Declaration, the terms Parcel and Lot are interchangeable with each other and shall have the same meaning.

2.14: Owner. "Owner" shall mean any individual or any corporation, nonprofit corporation, partnership, limited partnership, limited liability company, limited partnership association, joint venture, trust, nonprofit association, cooperative or other legal entity capable of holding title to real property in Colorado that is the record owner of a fee simple interest in one or more Parcels according to the real property records of Garfield County, Colorado. Initial Owner is the initial owner of all of the Parcels.

2.15: "Plat" shall mean the Final Plat of the Strong Subdivision Planned Unit Development, recorded \_\_\_\_\_ 2009, at Reception Number \_\_\_\_\_ of the real estate records of Garfield County, Colorado, and all amendments and supplements thereto, thereafter recorded in the real estate records of Garfield County, Colorado.

2.16: Rules. "Rules" shall mean the rules and regulations in effect from time to time, as adopted by the Board of Directors in the manner set forth in the Declaration, or pursuant to the Articles and Bylaws.



2.17: Security Interest. "Security Interest" shall mean an interest in real estate or personal property created by contract or conveyance securing payment or performance of an obligation which encumbers any portion of the Property and is recorded on the date of this instrument or which encumbers a Parcel and is recorded after the date of this instrument. A Security Interest includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

2.18: Sharing Ratio. "Sharing Ratio" shall mean the "allocated interests" (as such term is defined in the Act) of each Lot which is equal to the fraction of one-fifth (1/5). The Sharing Ratio is utilized, among other things, to determine the fractional interest of the total liability for assessments for Common Expenses allocated to a Parcel pursuant to Section 8.05 hereof. The formula utilized to determine the Sharing Ratio of each Parcel is to allocate the total liability for Common Expenses and the total votes in the Association equally to each Parcel.

### ARTICLE 3

#### PROPERTY RIGHTS

##### 3.01: Parcels and Common Area.

(a) The Plat divides the Property into five (5) Parcels and the Common Area. Initial Owner has not reserved the right to add additional Parcels to the Development so that the maximum number of Parcels which may be made, subject to the Declaration, is five (5).

(b) Initial Owner shall convey the Common Area to the Association after the recording of this instrument but in any event prior to the conveyance of all Parcels to Owners other than Initial Owner. Such conveyance of the Common Area shall be made by a special warranty deed free and clear of all encumbrances except those matters set forth in a title commitment for the subject Parcel. The internal roadway system shall be conveyed free and clear of any liens or encumbrances.

(c) All Owners shall have a right and easement of enjoyment in and to the Common Area for the purposes for which the Common Area were designed, which right and easement shall be appurtenant to and shall pass with the title to the Parcels. Such use by an Owner shall be in common with all other Owners without hindering, impeding or imposing upon the rights of the other Owners and



in accordance with the provisions of the Declaration and the Rules. Any Owner may delegate such Owner's right to use, benefit from and enjoy the Common Area to such Owner's Guests; provided, however, that such Owner shall be responsible for damages caused by any such Guest and for the violation by any such Guest of the provisions of the Declaration, the Articles, the Bylaws or the Rules in connection with the usage of the Common Area by any such Guest.

3.02: Easement. Initial Owner hereby makes, establishes, declares, grants and reserves a blanket easement in favor of each Owner and any governmental, quasi-governmental or private entity providing utility services to any Parcel, over, under, across, upon, and through the Common Area for installing, replacing, repairing, maintaining and providing all utility services to the Improvements located on a Parcel, including, without limitation, water, gas, electric, storm sewer, sanitary sewer, cable television, satellite communications and telephone services. By virtue of this grant of easement, it shall be expressly permissible for the providing entity to erect and maintain the necessary facilities and equipment in the Development. Any entity providing such utility services shall be responsible for any damage caused by such entity to the Development while utilizing the Easement created by this Section 3.02 and for any costs incurred by the Association as a result of such damage and shall be further required to promptly repair or restore any portion of the Development disturbed or damaged by such entity's utilization of the Easement created by this Section 3.02. The Easement created by this Section 3.02 shall be appurtenant to each Parcel so that a transfer of title to any interest in such Parcel shall automatically transfer a proportionate interest in such Easement. All easements shall be conveyed to the Parcel Owner's Association.

3.03: Title to Parcels. Title to a Parcel may be held individually or by any entity or in any form of concurrent ownership recognized in Colorado. In case of any such concurrent ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of an Owner with respect to the Parcel in which such Owner owns an interest.

3.04: Legal Description. Any contract of sale, deed, lease, deed of trust, mortgage, will or other instrument affecting a Parcel shall legally describe it substantially as follows:

"Parcel \_\_ Strong Subdivision Planned Unit Development, according to the Final Plat for Strong Subdivision Planned Unit Development recorded \_\_\_\_ 2009, at Reception Number \_\_\_\_ of the real estate records of Garfield County, Colorado and subject to the Declaration for Strong Subdivision P.U.D recorded \_\_ 2009 at Reception No. \_\_\_\_\_ of the real estate records of Garfield County, Colorado."



Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, lease or otherwise affect not only the Parcel, but also the interest in the Easement made appurtenant to such Parcel by the Declaration. The interest in the Easement made appurtenant to any Parcel shall be deemed conveyed or encumbered with that Parcel, even though the legal description in the instrument conveying or encumbering such Parcel may only refer to that Parcel. The reference to the Declaration in any instrument shall be deemed to include any supplements or amendments to the Declaration, without specific reference thereto.

3.05: Separate Assessment. Initial Owner shall give written notice to the Assessor of Garfield County, Colorado requesting that the Parcels be separately assessed and taxed and that the total value of the Common Area be assessed and taxed proportionately with each Parcel in accordance with such Parcel's Sharing Ratio as provided in Section 38-33.3-105 of the Act. After this instrument has been recorded in the real estate records of Garfield County, Colorado, Initial Owner shall deliver a copy of this instrument as recorded to the Assessor of Garfield County.

3.06: Use Compliance. The use of the Parcels shall comply with: (a) the terms, conditions and obligations set forth in the Declaration; (b) the matters set forth on the Plat; (c) the terms, conditions and obligations set forth in the documents described in the PUD Guide attached hereto as Exhibit B; and (d) all present and future laws, rules, requirements, orders, directions, ordinances and regulations (including zoning regulations) affecting the Parcels of any governmental authority having jurisdiction over the Parcels and of their departments, bureaus or officials.

3.07: No Partition of Parcels. No Owner may assert any right of partition with respect to such Owner's Parcel. By becoming an Owner, each Owner waives any and all rights of partition such Owner may hold with respect to such Owner's Parcel. This Section 3.07 shall not, however, limit or restrict the right of the Owners of a Parcel to bring a partition action pursuant to Article 28 of Title 38 of Colorado Revised Statutes, requesting the sale of the Parcel and the division or the proceeds among such Owners; provided that no physical division of the Parcel shall be permitted as a part of such action and no such action shall affect any other Parcel or the Common Area.

3.08: No Mechanic's Liens. (a) If any Owner shall cause any material to be furnished to such Owner's Parcel or any labor to be performed therein or thereon, no Owner of any other Parcel shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it



to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to such Owner's Parcel. Nothing herein contained shall authorize any Owner or any person dealing through, with or under any Owner to charge the Common Area or any Parcel other than that of such Owner with any mechanic's or materialman's lien or other lien or encumbrance whatever. On the contrary (and notice is hereby given), the right and power to charge any lien or encumbrance of any kind against the Common Area or against any Owner or any Owner's Parcel for work done or materials furnished to any other Owner's Parcel is hereby expressly denied.

(b) If, because of any act or omission of any Owner, any mechanic's or materialman's lien or other lien or order for the payment of money shall be filed against the Common Area or against any other Owner's Parcel or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall at such Owner's own cost and expense cause the same to be canceled and discharged of record or bonded in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within 20 days after the filing thereof, and further shall indemnify and save all such parties harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom.

3.09: No Dedication. Nothing contained in the Declaration (which includes the Plat) shall be deemed a grant or dedication of any portion of the Development to the public or for public use unless such grant or dedication is expressly provided for in the Declaration.

#### ARTICLE 4

#### RESTRICTIONS

##### 4.01: Use Restrictions.

(a) The use of all Lots shall be restricted to nonresidential uses and shall be governed by the Planned Unit Development Guide for Strong Subdivision which was recorded 2009, at Reception No. of the real estate records of Garfield County, Colorado, as the same may be amended from time to time. Without limiting the generality of the foregoing, the following uses shall be permitted on all Parcels: Uses-By-Right: (1) Business Offices associated with any of the following categorized uses; (2) Contractor Yard; (3) Fabrication; (4) General Storage; (5)



Storage of Heavy Equipment; (6) Storage of Oil and Gas Drilling Equipment and Supplies; (7) Communication Facility; (8) Solar Power Generating System; (9) Materials Lab and Testing; (11) Material Handling; Uses By Special Review: (12) Processing; (13) Warehouse and Distribution Center; and (14) Concrete and Asphalt Batch Plant(s).

(b) No Parcel shall be allowed a combination of categorized uses, except that each Parcel shall be allowed an office use conducted in tandem with the categorized use.

(c) At any given time, Parcel 1 shall be allowed two (2) separate leasehold interests. Parcels 2 through 5, inclusive, shall each be limited to one (1) leasehold interest.

(d) An Owner shall have the right to lease such Owner's Parcel upon such terms and conditions as such Owner may deem advisable; provided, however, that: (i) any such lease shall be in writing and shall provide that the lease is subject to the terms of the Declaration; (ii) a Parcel may be leased only for the uses and occupancies described in this Section 4.01 hereof; and (iii) any failure of a lessee to comply with the terms of the Declaration, the Articles, the Bylaws, or the Rules shall constitute a default by such Owner under the applicable document.

#### 4.02: Signs.

(a) An Owner shall have the right to place no more than one monument sign per Parcel and one wall sign per business on a building identifying the business within that building on such Owner's Parcel. No signs of any kind or nature shall be placed on any portion of the Development by any Owner without the prior written approval of the Board of Directors of the design of any proposed sign in accordance with the provisions of Article 5 hereof, which approval may be granted or withheld by the Board of Directors based upon the Design Guidelines and the standard that all signs must be compatible with the architecture of the Development.

(b) Initial Owner shall be entitled to place a monument sign which identifies the Development on the Common Area at Initial Owner's expense, but such sign shall be maintained by the Association and the costs of maintenance of such sign shall be a Common Expense. The Association shall have the right to cause no trespassing signs, signs concerning traffic and parking regulations, signs which identify the Development or other signs concerning the administration and management of the Development to be placed on the Common Area and such signs shall be a Common Expense. All such signs shall conform to the Design Guidelines as contained in the PUD Guide.



4.03: Service Yards and Fuel Storage. Each Parcel must maintain perimeter fencing. No storage shall be permitted outside of the enclosed service yard. No above ground storage of fuel tanks shall be permitted on any Parcel, unless approved by the Board of Directors and unless such storage provides for a spill containment area with a volume of at least 110 percent of the storage amount. No items of any kind shall be stored on any portion of the Common Area.

4.04: Trash. No trash shall be stored outside on a Parcel unless it is placed in a covered trash container which is located within an enclosed service yard. No refuse may be dumped or buried underground on any Parcel. No items of any kind shall be dumped on any portion of the Common Area.

4.05: Vehicles. No parking shall be permitted on any portion of the Common Area and no vehicles shall be parked on any portion of a Parcel, except within a building located on the Parcel or the area of the Parcel designed for parking. No inoperable vehicles will be allowed to be stored, long-term (in excess of 120 days), on any Parcel.

4.06: Animals. No animals shall be raised, bred, kept or regularly brought to the Development except for dogs or other animals which are trained to and are in fact assisting persons with disabilities and except for dogs which may be brought to the Development by an Owner if the conditions set forth in this Section 4.06 concerning dogs are met. The keeping of livestock, poultry, goats and other farm animals shall not be allowed. If an Owner desires to bring a dog to the Development, such Owner may do so only if there are adequate facilities, such as a fenced yard, dog run or kennel, to contain the dog. All dogs must be in direct control of the person bringing the dog to the Development or kept within a fenced yard, dog run or kennel and no dogs will be allowed to run at large in the Development. No contractor or subcontractor shall be allowed to bring dogs to the Development during the course of construction of the Improvements on a Parcel, with the exception of bird feeders, the feeding baiting, salting or other means of attracting wildlife is not permitted in the Development.

4.07: No Noxious Offensive Hazardous or Annoying Activities. No noxious or offensive activity shall be carried on upon any part of the Development nor shall anything be done or placed on any part of the Development which is or may become a nuisance or cause any unreasonable disturbance or annoyance to others. No activities shall be conducted on any part of the Development which are or might be unsafe or hazardous to any person or property. No glaring light, loud or annoying sound or vibration, smoke or unpleasant odor arising from the use of a Parcel shall be permitted.



4.08: No Imperiling of Insurance. No Owner, no Owner's Guests, nor any lessee shall do anything or cause anything to be kept in or on the Development that might result in an increase in the premiums of insurance obtained by the Association or which might cause cancellation of such insurance without the prior written consent of the Board of Directors first having been obtained.

4.09: No Violation of Law. No Owner, no Owner's Guests, nor any lessee shall do anything or keep anything in or on the Development which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

4.10: No Resubdivision. No Parcel shall be resubdivided into smaller tracts or lots.

4.11: Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, unless where allowed by the owners of severed mineral interests or by law.

4.12: Solar Applications. The installation or use of either active or passive solar equipment shall not be prohibited or restricted solely on the basis of aesthetic considerations, unless such considerations are reasonable and do not significantly increase the cost of such installation or use.

4.13: Temporary Structures, Occupancy and Incomplete Structures. No temporary structures or office trailers shall be allowed on any Parcel other than in connection with and during the period of construction, alteration or demolition of the Improvements on a Parcel. No space or area of any improvement on a Parcel shall be occupied in any manner prior to completion of construction and the issuance of a temporary or permanent certificate of occupancy by the appropriate governmental authority with respect to such space or area. No partially completed structure shall be allowed to remain on a Parcel, except during the period of construction, alteration or demolition of such structure and providing that the completion of such construction, alteration or demolition is being pursued with reasonable diligence.

4.14: Variances. The Board of Directors shall be entitled to grant reasonable variances to the restrictions contained in this Article 4 in order to prevent undue hardship to any Owner or for any other good cause shown to exist by an Owner. Any such variance may be granted upon any such conditions as the Board of Directors shall determine. Variances shall not be allowed that may interfere with or abrogate the zoning of the Parcels within the Development.



4.15: Weeds. Weeds shall not be allowed to thrive anywhere in the development. The Parcel Owner's Association shall be authorized to ensure strict compliance with this section. Individual parcel owners or their lessees shall be required to remove or eradicate weeds growing on its Parcel(s). The owners association shall be responsible for weed control and eradication on all common areas.

4.16: Drainage Easements. Drainage easements shall be under the control of the Parcel Owner's Association. No parcel owner or lessee shall obstruct any drainage area or improvement that would affect the proper functioning of the drainage easement or structure.

## ARTICLE 5

### THE ASSOCIATION

#### 5.01: Membership.

(a) Initial Owner shall be a member of the Association for so long as Initial Owner is the Owner of any Parcel. Each individual and each corporation, nonprofit corporation, partnership, limited partnership, limited liability company, limited partnership association, joint venture, trust, nonprofit association, cooperative or other legal entity capable of holding title to real property in Colorado shall automatically become a member of the Association upon becoming an Owner of a parcel. Membership shall be continuous throughout the period that such ownership continues and shall be appurtenant to and inseparable from ownership of a parcel. Membership shall terminate automatically without any Association action whenever any Initial Owner or any other Owner ceases to own any parcel. Termination of membership shall not relieve or release any former member from any liability or obligation incurred by virtue of or in any way connected with ownership of a parcel or impair any rights or remedies which the Association or others may have against such former member arising out of or in any way connected with such ownership or membership.

(b) The total number of votes in the Association shall be five. The votes are hereby allocated equally to each parcel so that each Parcel is entitled to one vote. If there is only one Owner of a Parcel, such Owner shall be entitled to cast the vote allocated to such Parcel at any meeting of the members. If there are multiple Owners of a Parcel and only one of such multiple Owners is present at a meeting of the members, such Owner shall be entitled to cast the vote allocated to such Parcel. If there are multiple Owners of a Parcel and more than one of the multiple Owners of such Parcel are present at a meeting of the members, the vote allocated to such Parcel may be cast only in accordance with the agreement of a majority in interest of such Owners as such agreement may be reasonably



evidenced to the person presiding over such meeting. It is reasonable evidence of the agreement of a majority in interest of multiple Owners of a parcel if any one of such Owners casts the vote allocated to such Parcel without protest being made promptly to the person presiding over the meeting of the members by any of the other Owners of such Parcel. Each member which is a corporation, nonprofit corporation, partnership, limited partnership, limited liability company, limited partnership association, joint venture, trust, nonprofit association, cooperative or other legal entity capable of holding title to real property in Colorado shall from time to time designate in writing to the Association one or more individuals who may represent it at a meeting and vote on its behalf. Until the Association is notified in writing to the contrary, any action taken by any person(s) designated in writing to represent such member shall be binding upon such member.

(c) The rights and obligations of members of the Association are further delineated in the Articles, the Bylaws and the Rules and each Owner is advised to obtain copies of the then current Articles, Bylaws and Rules upon becoming an Owner.

(d) Each member shall comply strictly with the provisions of the Declaration, the Articles, the Bylaws and the Rules. The failure of a member to comply strictly with such provisions shall permit the Association to take the actions outlined in the Declaration, the Articles, the Bylaws and the Rules to enforce any such provisions.

#### 5.02: Powers of the Association.

(a) The Development shall be administered and managed by the Association pursuant to this Declaration, the Articles, the Bylaws and the Rules. The Association shall have all of the powers expressed in, or implied from, the provisions of Section 38-33.3-302(1) of the Act and the provisions of the Declaration, the Articles, the Bylaws or the Rules subject, however, to the following limitations;

(i) except for the power to grant easements, licenses and concessions through or over the Common Area set forth in Section 38-33.3-302(1 )(i) of the Act, the Association shall not convey or encumber the Common Area unless all Owners and all First Lienors have given their approval thereof;

(ii) the Association shall be organized and operated exclusively for pleasure, recreational and other non-profitable purposes as set forth in Section 501(c) (7) of the Internal Revenue Code of 1986, as it is now or may hereafter be amended, or in any corresponding provisions of any future law of the United



States of America providing for the exemption of similar organizations from income taxation; and

(iii) no part of the net earnings of the Association shall inure to the benefit of any member of the Association.

(b) Without limiting the generality of the foregoing, the Association shall have the power from time to time as it deems necessary and appropriate to adopt, amend and enforce the Rules in order to implement the provisions of the Declaration, including without limitation, Rules intended to promote the general health, safety and welfare of persons within the Development, to protect and preserve property and to regulate the use of the Common Area.

(c) All of the Rules adopted by the Association shall be reasonable and shall be uniformly applied. The Association may provide for enforcement of the Rules through reasonable and uniformly applied fines and penalties, which shall be collectable by the Association as a charge pursuant to the provisions of Article 8 hereof. Each Owner, and such Owner's Guest, shall be obligated to and shall comply with and abide by the Rules and pay such fines or penalties upon failure to comply with or abide by the Rules. The Association shall not be responsible to any Owner or Guest for the non-observance by any other Owner or Guest of the Rules.

#### 5.03: Board of Directors.

The Board of Directors is hereby designated to act on behalf of the Association and shall be responsible for the control and management of the Association and the disposition of its funds and property; provided, however, that the Board of Directors may not act on behalf of the Association to: (a) amend the Declaration except in the instances set forth in the Declaration; (b) terminate the Development; or (c) elect directors or determine the qualifications, powers and duties, or terms of office of directors, but the Board of Directors may fill vacancies in the Board of Directors for the unexpired portion of any term. The number of directors, their terms of office and their qualifications shall be determined according to the laws. The members of the Association shall elect and may remove all directors.

5.04: Officers. The officers of the Association shall be a president, a secretary, a treasurer and such other officers as may from time to time be prescribed by the Bylaws. The terms of office of the officers of the Association and their qualifications shall also be determined according to the Bylaws. The Board of Directors shall elect and may remove the officers of the Association.



## ARTICLE 6

### MAINTENANCE AND INSURANCE

6.01: Maintenance by Owners. Each Owner shall be responsible for maintaining in a clean, safe, attractive and sightly condition and in good order and repair all portions of such Owner's Parcel and Improvements. In performing such maintenance, no Owner shall do any act or work which impairs or otherwise affects the Common Area. If, in the reasonable judgment of the Association, an Owner has failed to maintain such Owner's Parcel and improvements a clean, safe, attractive and sightly condition and in good order and repair, the Association may, after 10 days' notice to such Owner, perform all work deemed necessary by the Association to place such Parcel and Improvements in conformity with the foregoing standards and shall have access to such Parcel and Improvements for such purposes. The Association shall be reimbursed by the Owner who or which failed to adequately maintain such Owner's Lot and Improvements for all costs of the work performed by the Association pursuant to the authorization contained in the preceding sentence in the manner set forth in Section 7.04 hereof.

6.02: Maintenance by the Association. The Association shall be responsible for maintaining all portions of the Common Area, including the internal roadways, and the well and water system, including all pumps, pipelines and associated equipment. The costs of such maintenance shall be a Common Expense. If, however, the need to perform such maintenance results from the negligence or intentional act of an Owner or such Owner's Guests, such Owner shall reimburse the Association for all costs of such maintenance in the manner set forth in Section 7.04 hereof.

6.03: Insurance.

(a) The Association shall provide and keep in force the following insurance:

(i) Property damage insurance on any improvements that may be constructed on the Common Area insuring against loss by fire, lightning and the risks covered by the "all risks" endorsement of the insurer (which risks shall include at least vandalism, malicious mischief and those risks covered by a standard broad form coverage endorsement) in an amount not less than the full replacement cost of the insured property (without deduction for depreciation but less applicable deductibles and exclusive of the costs of land, excavation, foundations, paving and other items normally excluded from property policies) in an agreed endorsement amount. Such insurance may be carried in blanket policy



form naming the Association as the insured. Any loss covered by such insurance must be adjusted with the Association whether or not the insurance proceeds with respect to that loss are payable to the Association. Such insurance proceeds shall be payable to the Association unless the Association shall have previously designated in writing an insurance trustee for that purpose, but in no event shall such insurance proceeds be payable to any Lienholder. The Association or the insurance trustee receiving such insurance proceeds shall hold such insurance proceeds in trust for the Association, the Owners and the Lienholders as their interests may appear. Such insurance proceeds shall be disbursed in accordance with the provisions of Section 8.02 hereof and the Association, the Owners and the Lienholders are not entitled to receive payment of any portion of such insurance proceeds unless there is a surplus of such insurance proceeds after such disbursements have been made.

(ii) Commercial general liability insurance against claims and liability arising in connection with the ownership, existence, use, or management of the Common Area (including liability for death, personal injury and property damage) in the amount deemed sufficient by the Board of Directors insuring the Board of Directors, the Association, the managing agent (if any) and their respective employees, agents and all persons acting as agents, and the Owners (including Initial Owner). The policy of such insurance shall provide that it will also cover claims of one or more insured parties against other insured parties.

(iii) Such other insurance in such amounts as the Association may consider necessary or advisable against such other insurable hazards as the Association may from time to time wish to insure against.

(b) All insurance which is carried by the Association pursuant to the provisions of Section 6.03(a) hereof shall be issued by responsible insurance companies authorized to do business in the State of Colorado. Each policy of insurance described in Sections 6.03 (a)(i) and (ii) hereof shall contain the following provisions: (i) such policy shall not be materially modified or canceled without at least 30 days prior written notice to the Association and to each Owner and Lienholder whose or which address has been made known to the insurer; (ii) the insurer waives its rights of subrogation under such policy as to any claim against the Association, its officers, directors and employees, any Owner and members of such Owner's household and any Lienholder; (iii) each Owner is an insured person under such policy with respect to liability arising out of such Owner's membership in the Association; (iv) no act or omission by an Owner, unless acting within the scope of such Owner's authority on behalf of the Association, shall void such policy or operate as a condition to recovery under such policy; and (v) if, at the time of loss under such policy, there is other insurance in the name of an Owner covering the risk covered by such policy, the Association's



policy shall provide primary insurance. If the insurance described in Sections 6.03 (a)(i) and (ii) hereof is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of such fact to be hand delivered or sent prepaid by United States mail to all Owners and to all Lienholders whose or which address has been made known to the Association.

(c) Each Owner shall be solely responsible for obtaining and maintaining any insurance covering loss or damage to any Improvements located on such Owner's Parcel and to any personal property on such Owner's Parcel and covering liability for injury, death or damage occurring on such Owner's Parcel. Any policy of such insurance shall contain waivers of subrogation as to any claim against the Association, its officers, directors and employees, any Owner and such Owner's Guests and any Lienholder and shall be so written that the liability of the insurers issuing insurance obtained by the Association shall not be affected or diminished thereby.

(d) The costs of obtaining and maintaining all insurance which is carried by the Association pursuant to the provisions of Section 6.03(a) hereof shall be a Common Expense to be prorated among all Owners as set forth in the Declaration, notwithstanding the fact that the Owners may have disproportionate risk. To the extent that the Association settles claims under the insurance described in Section 6.03 hereof for damages to real property, any Owner whose or which negligence caused such loss shall reimburse the Association for the amount of all deductibles paid by the Association with respect to such claims in the manner set forth in Section 7.04 hereof.

## ARTICLE 7

### ASSESSMENTS AND CHARGES

#### 7.01: Annual Assessments.

(a) Until the Association establishes an annual assessment for Common Expenses for the initial fiscal year of the Association, Initial Owner shall pay all Common Expenses. The Association shall establish an annual assessment with respect to the initial fiscal year of the Association for the purpose of paying or creating a reserve for Common Expenses. The amount of the annual assessment for the initial fiscal year of the Association and for each fiscal year thereafter shall be based upon the Budget to be adopted by the Association. The Budget shall be based upon a good faith estimate of the Common Expenses to be paid or reserved for the fiscal year covered by the Budget including, without limitation, an estimate of the costs of the maintenance required to be performed



by the Association pursuant to the provisions of Section 6.02 hereof during such fiscal year, an estimate of the costs of the insurance described in Section 6.03 hereof to be obtained by the Association during such fiscal year and an estimate of the amount of funds to be reserved during such year for the costs of the periodic refurbishing and replacement of those items which are to be maintained and repaired by the Association pursuant to the provisions of Section 6.02 hereof as such items wear out or become obsolete so that the costs of such periodic refurbishing or replacement may be paid through the annual assessments instead of special assessments. The annual assessment for each fiscal year shall be established only after a Budget is adopted in accordance with the provisions of Section 6.01(b) hereof. The Board of Directors may adjust the amount of an annual assessment during the fiscal year covered by such annual assessment from time to time as the Board of Directors may in its discretion deem necessary or advisable, but any such adjustment shall be based upon a revised Budget adopted by the Association in accordance with the provisions of Section 7.0 (b) hereof.

(b) Beginning with the first fiscal year of the Association or in the event the Association desires to make an adjustment to an annual assessment previously established with respect to any such fiscal year, the Board of Directors shall adopt a proposed Budget to serve as the basis for the establishment of the annual assessment or the adjustment to the annual assessment (as the case may be). Within 30 days after the adoption of such proposed Budget, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver a summary of such proposed Budget to all Owners and shall set a date for a meeting of Owners to consider ratification of such proposed Budget not less than 14 nor more than 60 days after mailing or other delivery of the summary. Unless at that meeting Owners holding 80 percent or more of the total votes in the Association reject such proposed Budget, such proposed Budget shall be considered ratified, whether or not a quorum is present. In the event such proposed Budget is rejected, the Budget last adopted by the Association shall be continued until such time as the Owners ratify a subsequent Budget proposed by the Board of Directors and the proposed annual assessment or adjustment to the annual assessment shall be based upon such continued Budget.

7.02: Special Assessments. In addition to the annual assessments authorized in Section 7.01 hereof, the Association may establish at any time a special assessment for the purpose of paying or creating a reserve for, in whole or in part, the cost of any expense which the Association is entitled to incur pursuant to the provisions of this Declaration, the Articles or the Bylaws and which is not scheduled to be paid in a Budget adopted by the Association. No special assessment may be levied by the Association unless such special assessment



has been approved by the Board of Directors and by the majority vote of the Owners present in person or proxy at a meeting called for such purpose at which a quorum was present.

7.03: Payments of Assessments. All annual assessments shall be payable in equal monthly installments or, at the option of the Association, in equal quarterly installments. Each installment of the annual assessments shall be due on the first day of the period to which it relates in the amount specified in the most recent written notice from the Association until the Association notifies an Owner in writing of a different amount. At the option of the Association, special assessments may be payable in a lump sum or in quarterly or monthly installments. Each special assessment shall be due 30 days after the Association gives an Owner notice of the amount of such Owner's assessment. The Association may charge and collect a late charge in the amount of \$25 (or in such other amount as may be established by the Board of Directors in the Rules) for any annual or special assessment which is not paid when due. In addition, the Association may charge and collect interest at an annual rate of 21 percent on any annual or special assessment which is not paid within 30 days after the due date thereof, which interest shall run from such due date until the date of payment. If the Association engages an attorney to collect any annual or special assessment not paid when due, the Owner responsible for the payment of such annual or special assessment shall reimburse the Association for all costs of collection of such annual or special assessment including, without limitation, reasonable attorneys' fees.

7.04: Charges. Each Owner shall be liable for all charges with respect to such Owner or such Owner's Lot as set forth in the Declaration which include, but are not limited to, the costs to be reimbursed to the Association by an Owner pursuant to the provisions of Sections 6.01, 6.02 and 6.03(d) hereof, fines and penalties for violations of the Rules as described in Section 6.02(b) hereof and the late charge described in Section 7.03 hereof. Any charge shall be payable within 10 days after notice of the amount of such charge is delivered to an Owner and, if not paid when due, shall thereafter bear interest at an annual rate of 21 percent. If the Association engages an attorney to collect any such charge not paid when due, the Owner responsible for the payment of such charge shall reimburse the Association for all costs of collection of such charge including, without limitation, reasonable attorneys' fees. Any charge collected by the Association shall be used by the Association in furtherance of its duties hereunder or to defray Common Expenses.

7.05: Liability of Owners. The liability for annual and special assessments of the Common Expenses is hereby allocated equally to each Parcel so that the Owners of each Parcel are liable for a portion of the total amount of the annual



and special assessments for the Common Expenses equal to such total amount multiplied by such Parcels Sharing Ratio; provided, however, that the Association may allocate on a reasonable basis the liability for annual and special assessments for those Common Expenses which benefit some but not all of the parcels to the Owners of each parcel so benefited. The amount of any annual and special assessment and charges payable with respect to an Owner or such Owner's parcel shall be a personal obligation of the Owner of such parcel and such Owner's heirs, devisees, personal representatives, successors and assigns and, if there are multiple Owners of one parcel, such obligation shall be a joint and several obligation of each Owner of such parcel. Except as set forth in Section 7.06 hereof, a party acquiring fee simple title to a parcel shall be jointly and severally liable with the former Owner of the parcel for all such amounts which had accrued and were payable at the time of the acquisition of fee simple title to the parcel by such party without prejudice to such party's right to recover any of such amounts paid by such party from the former Owner. No Owner shall be exempt from liability for payment of such Owner's share of the Common Expenses either by waiver of the use or enjoyment of the Common Area or Easement or by abandonment of such Owner's parcel.

7.06: Liability of Lienholders. The transfer of title to a parcel pursuant to a foreclosure of a Security Interest or pursuant to any procedure in lieu thereof shall extinguish the lien for annual and special assessments and charges against such Parcel described in Section 7.07 hereof as to payments which become due prior to such transfer but only to the extent such Security Interest has priority over the Association's lien as specified in Section 38-33.3-316(2)(b) of the Act. A Lienholder shall not be personally liable for any assessment or charge payable by the Owner of the Parcel encumbered by the Security Interest held by such Lienholder, but the Association agrees to accept any payment of such assessment or charge made voluntarily on behalf of such Owner by such Lienholder.

7.07: The Association's Lien. The Association shall have, from the date of recording of this instrument, a lien against each Parcel to secure payment to the Association of all annual and special assessments with respect to such Parcel and all charges with respect to each Owner of such Parcel together with interest thereon at the annual rate of 21 percent from the due date thereof and together with all costs and expenses of collecting such assessments and charges including reasonable attorneys' fees. The Association's lien shall be prior and superior to all other liens and encumbrances on a Parcel except: (a) liens and encumbrances recorded prior to the recordation of this instrument; (b) the Security Interest of a First Lienor with respect to such Parcel except to the extent specified in Section 38-33.3-316(2)(b) of the Act; (c) liens for real estate taxes and other governmental charges against such Parcel and (d) mechanic's and



materialman's liens which by law may be prior to the Association's lien. The Association's lien shall attach from the date of recording of this instrument and shall be considered perfected without the necessity of recording a notice of default and claim of lien. Nevertheless, the Association may, as evidence of the Association's lien but not as a condition to enforcement of the Association's lien, record a notice of default and claim of lien executed by an officer or director of the Association and containing substantially the following information: (i) the legal description of the Parcel against which the lien is claimed; (ii) the name of the defaulting Owner(s) of such Parcel(s) indicated by the Association's records; (iii) the total unpaid amount together with interest thereon and the costs of collection as of the date of such notice; (iv) a statement that the notice of default and claim of lien is made by the Association pursuant to the Declaration; and (v) a statement that a lien is claimed and will be foreclosed against such Parcel in an amount equal to the amount stated as then due and any additional amounts thereafter becoming due. If the Association elects to file such notice of default and claim of lien, the Association shall send a copy of such notice of default and claim of lien to all Owners and all Lienholders whose or which name and address were made known to the Association of the Parcel against which such lien is claimed at their addresses last known to the Association within 10 days after the recording of such notice of default and claim of lien. The Association's lien may be foreclosed in the manner provided by Colorado for the foreclosure of mortgages encumbering real property. At its option, the Association may recover any amounts claimed to be due in a notice of default and claim of lien by an action for a money judgment. In any such foreclosure or action, the Owner(s) of the Parcel subject to such foreclosure or action shall be required to pay the costs and expenses of such proceedings, including reasonable attorneys' fees. The Association shall be entitled to purchase the Parcel at any foreclosure sale, and to acquire, hold, lease, mortgage or convey the same. In any such foreclosure or action, the Court may appoint a receiver to collect all sums alleged to be due from the Owner(s) prior to or during the pendency of such foreclosure or action. The Court may order the receiver so appointed to pay any sums held by such receiver to the Association during the pendency of such foreclosure or action to the extent of the unpaid annual and special assessments and charges.

7.08: Statement of Unpaid Assessments and Charges. The Association shall furnish to an Owner of a parcel, a designee of such Owner, a Lienholder with respect to a parcel or a designee of such Lienholder, upon receipt by the Association of a written request accompanied by the payment of a fee in the amount of \$25 (or in such other amount as may be established by the Board of Directors in the Rules), a written statement setting forth the amount of the unpaid annual and special assessments and changes, if any, with respect to such parcel. Such statement shall be furnished within 14 calendar days after receipt of such request and fee and is binding upon the Association, the Board of Directors



and every Owner. If no statement is furnished to the requesting party within such 14 calendar day period, then the Association shall have no right to assert a lien upon the Parcel for unpaid annual and special assessments and charges which were due as of the date of the request.

7.09; Surplus Funds. Upon the determination by the Board of Directors that surplus funds of the Association remain after payment or provision for Common Expenses and any prepayment or provision for reserves, the Board of Directors may decide either to distribute such surplus funds to the Owners in accordance with the respective Sharing Ratios of their Parcels or to credit such surplus funds to the Owners in accordance with the respective Sharing Ratios of their Parcels against their respective liabilities for future Common Expenses.

## ARTICLE 8

### DAMAGE OR DESTRUCTION

8.01: Requirement of Repair and Restoration. In the event of any damage or destruction to any portion of the improvements located on the Common Area for which insurance is required to be maintained by the Association under the provisions of Section 6.03(a)(i) hereof, the Association shall cause such damaged or destroyed portion of the Development to be fully repaired or restored promptly after the occurrence of such damage or destruction unless such repair or restoration would be illegal under any state or local statute or ordinance governing health or safety.

8.02: Insurance Proceeds. The insurance proceeds paid to the Association as a result of the damage or destruction of any portion of the improvements located on the Common Area shall be disbursed by the Association first to the expenses of the repair or restoration of the damaged or destroyed portion of such improvements and the remainder shall be disbursed to the Owner of each Parcel or the Lienholder with respect to such parcel, as their interests may appear, in accordance with the Sharing Ratio of such Parcel. If the costs of the repair or restoration of the damaged or destroyed portion of the improvements located on the Common Area required by Section 8.01 hereof are in excess of the insurance proceeds paid to the Association as a result of such damage or destruction, the excess amount shall be a Common Expense payable by the Owners in accordance with the respective Sharing Ratios of their parcels.

8.03: Notice to Lienholders. Promptly after the occurrence of any fire or other casualty which causes damage or destruction of any portion of the improvements located on the Common Area for which insurance is required to be maintained by the Association under the provisions of Section 6.03 hereof and which the



Association estimates will cost \$10,000.00 or more to repair, the Association shall deliver written notice thereof to all Lienholders whose or which address has been made known to the Association. The delivery of such written notice shall not be construed as imposing any liability whatever on any Lienholder to pay all or any part of the costs of repair or restoration.

## ARTICLE 9

### CONDEMNATION

If all or any portion of the Common Area is taken under any statute, by right of eminent domain, or by purchase in lieu thereof, then the Association (as attorney-in-fact for the Owners) shall collect the award made in such taking, shall promptly cause the portion of the Common Area not so taken to be restored. The costs of such restoration in excess of the amount of the award for such taking shall be a Common Expense payable by the Owners in accordance with the respective Sharing Ratio of their Parcels. The amount of the award paid to the Association as a result of any such taking which is not used for such restoration shall be disbursed by the Association to the Owner of each Parcel or the Lienholder with respect to such Parcel, as their interests may appear, in accordance with the Sharing Ratio of such Parcel.

## ARTICLE 10

### MISCELLANEOUS PROVISIONS

10.01: Enforcement and Remedies. The provisions of the Declaration which create certain rights in Initial Owner shall be enforceable by Initial Owner and the other provisions of the Declaration shall be enforceable by the Association. In enforcing the Declaration, the Association shall be entitled to utilize any of the remedies set forth in Article 7 hereof and both Initial Owner and the Association and any other party entitled to enforce the Declaration shall be entitled to any remedy at law or in equity including without limitations, an action seeking a prohibitive or mandatory injunction or damages or both. In any action for the enforcement of the Declaration, the party or parties against which or whom enforcement is sought shall pay the reasonable attorney's fees and costs, including the reasonable attorney's fees for any appeal, incurred by the party enforcing the Declaration in the amount determined by the Court if the party enforcing the Declaration is the prevailing party in such action. The issuance of a building permit or certificate of occupancy which may be in contravention of the Declaration shall no prevent enforcement of the Declaration. All cost incurred by the Association in the enforcement of the Declaration shall be a Common Expense.



10.02: Duration. The Declaration shall continue and remain in full force and effect in perpetuity, as the same may be amended from time to time in accordance with the provisions of Section 10.03 hereof, unless the Declaration is sooner terminated by an amendment made in accordance with the provisions of Section 10.03 hereof.

10.03: Amendment. The provisions of the Declaration which create certain rights in Initial Owner may be amended only with the prior written consent of Initial Owner. Any amendment to the Declaration which proposes to terminate the Declaration or which proposes to amend the provisions of the Declaration pertaining to the Sharing Ratio of each Parcel, the allocation of the liability for Common Expenses and voting rights to each Parcel and the rights of Lienholders under the Declaration must be signed by all Owners and consented to in writing by all of the Lienholders whose or which name and address have been made known to the Association. The Association shall be entitled to amend the Declaration in those circumstances set forth in Section 38-33.3-107 of the Act Except for the foregoing amendments, the provisions of this Declaration may be amended only by the recording of a written instrument or instruments specifying the amendment signed by the Owners who or which are entitled to vote at least 80 percent of the total votes in the Association. No amendment to this Declaration shall have the effect of abrogating the zoning of the development.

10.04: Covenants Running with the Land. Each provision of the Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of the Declaration shall be deemed a covenant running with the land as a burden with and upon the title to each Parcel of real property within the Development for the benefit of any other real property within the Development.

10.05: Limited Liability. A director or an officer of the Association shall not be liable for actions taken or omissions made in the performance of his or her duties except for wanton and willful acts or omissions. The liability of directors and officers shall be further limited by the provisions of Parts 4 and 5 of Article 128 of Title 7 of Colorado Revised Statutes and the provisions of the Articles and the Bylaws. Neither Initial Owner nor any member, manager, agent or employee of Initial Owner shall be liable to any party for any action or for any failure to act with respect to any matter arising in connection with the Declaration if the action taken or failure to act was in good faith and without malice.

10.06: Successors and Assigns. Except as otherwise provided herein, the Declaration shall be binding upon and shall inure to the benefit of Initial Owner and each subsequent Owner and their respective heirs, devisees, personal representatives, successors and assigns. Initial Owner and each subsequent



Owner shall be fully discharged and relieved of liability with respect to the obligations of such party under the Declaration upon ceasing to own an interest in a Parcel and upon the payment of all sums and the performance of all other obligations of such party under the Declaration up to the time such party ceased to own an interest in a Parcel.

10.07: Successors to Initial Owner. The following shall be successors to Initial Owner: (a) any party to whom or which Initial Owner conveys all Parcels then owned by Initial Owner and assigns all rights of Initial Owner under the Declaration and who or which assumes all of Initial Owner's obligations under the Declaration; and (b) any Lienholder who or which obtains title to all Parcels owned by Initial Owner through foreclosure of the Security Interest held by such Lienholder or through any proceeding in lieu of such foreclosure and who or which assumes all of Initial Owner's obligations under the Declaration.

10.08: Notices to Owners and Association. Each Owner shall register such Owner's mailing address with the Association, and except for statements for the assessments, notices of Association meetings, other routine notices and notices which may be sent in another manner in accordance with the provisions of the Declaration, all notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to register such Owner's mailing address with the Association, such Owner's mailing address shall be deemed to be the address of such Owner's parcel. All notices, demands or other notices intended to be served upon the Association shall be sent certified mail, postage prepaid, to the address of the Association as designated in the Bylaws.

10.09: Severability. Invalidity or unenforceability of any provision of the Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of the Declaration.

10.10: Captions. The captions and headings in the Declaration are for convenience only and shall not be considered in construing any provisions of this Declaration.

10.11: Construction. When necessary for proper construction, the masculine of any word used in the Declaration shall include the feminine or neutered gender, and the singular the plural and vice versa.

10.12: Governing Law. The Declaration shall be governed by and construed under Colorado law.





---

**STRONG PLANNED UNIT DEVELOPMENT  
ZONING AND DEVELOPMENT CONTROL GUIDE**

**A) Purpose**

To regulate land uses and impacts and to assure orderly use and maintenance of the development.

**B) Zone districts within the PUD**

- 1) Resource Support (RS) Zone District
- 2) Utility and Easement (UE) Zone District

**C) Definitions**

Communication Facility - A nonresidential structure supporting antennae and microwave dishes that disseminate radio frequency signals, including television and data impulses through space by means of radio and electromagnetic waves. Communication facilities include structures, towers and accessory buildings.

Contractor Yard - The use of land within the PUD for the purpose of storing machinery, equipment and supplies for businesses that provide services to clients through the use of machinery, equipment and supplies. Such use may include office and repair facilities. Repair facilities and operations may be conducted within or outside of structures.

Fabrication - The act of creating materials or products. Examples include, but are not limited to cabinet-making, woodworking, metal working, glazing, machining and welding, mixing of drilling fluids and similar materials.

General Storage - The keeping of goods, materials, equipment, supplies, tools, machinery, automobiles and similar items. General storage is allowed within storage buildings or warehouses constructed within the PUD and also as open storage, in an orderly manner, within the boundaries of individual PUD lots. Long term storage of inoperable machines or vehicles shall not be allowed.

Heavy Equipment - Generally inclusive of large vehicles such as graders, earthmovers, cranes, oil and gas field equipment and similar vehicles and equipment, or any vehicle having a gross weight of 6000 pounds or greater.

Material Handling - The loading or unloading of goods, materials, and products, in bulk.



Processing - Change in the physical state or chemical composition of matter. Examples include, but are not limited to, sawmill, creation of glass, ceramic or plastic materials, concrete and asphalt batch plants.

Solar Power Generating System aka Solar Array - A device or system that converts the sun's radiant energy into thermal, chemical or electric energy. Such facilities are intended to create electricity to be delivered to a variety of consumers beyond the facility.

Storage of Oil and Gas Drilling Equipment and Supplies- The short-term or long-term storage of materials and supplies that are typically used in prospecting, drilling and servicing of oil and gas wells.

Warehouse and Distribution Center - A structure or structures used principally for the inside storage and distribution of goods and materials, which includes land and buildings used as a relay station for the transfer of goods from one vehicle or party to another, and the parking and storage of tractor and/or other trailer units.

**D] Uses By Right - Resource Support District**

- 1] Business offices associated with any categorized use.
  - A] Business offices shall not exceed 1500 square feet.
  - B] Lot 1 shall be allowed two business offices, each up to 1500 square feet in size, each allowed up to three (3) full-time employees.
  - C] Business offices on lots 2 through 5 shall be allowed one office on each lot and up to four (4) full-time employees per office.
  - D] Business offices may be freestanding or incorporated into another structure.
- 2] Contractor Yard
- 3] Fabrication
- 4] General Storage
- 5] Storage of Heavy Equipment
- 6] Storage of Oil and Gas Drilling Equipment and Supplies
- 7] Communication Facility
- 8] Solar Power Generating System
- 9] Materials lab and testing
- 10] Material Handling

**E] Uses Allowed by Special Review - Resource Support District**

- 1] Processing
- 2] Warehouse and Distribution Center
- 3] Concrete and asphalt batch plant(s)

**All uses allowed within the PUD by Special Use Review must receive approval by Garfield County prior to inception of the use.**

**F] Uses Allowed by Right - Utility and Easement District**

- 1] Installation and maintenance of utilities
- 2] Irrigation and drainage facilities and related structures
- 3] Access roads and driveways

**G] Lot Coverage and Setbacks**

**Lot Coverage** - Each individual parcel within the PUD is allowed to have structures, either singular or multiple, that may cover a maximum of 15% of the total lot area.

**Setbacks**

- 1] Building Setback from County Road edge of right of way - 25 feet
- 2] Storage Setback from County Road edge of right of way - 15 feet
- 3] Setback from internal road system - 5 feet
- 4] Setback from reserved easements - 5 feet
- 5] Internal Lot Line Setbacks - zero (0) feet where lot lines are delineated by a fence or similar structure

**H] Maximum Height of Structures Within the PUD**

- 1] Structure Height: 35 feet
- 2] Storage silos may be up to 40 feet in height.

**I] Parking**

- 1] Office Parking Requirements: One (1) space per 200 square feet of office floor area.
- 2] Parking for storage purposes: Shall be allowed on the entire impervious area of a lot.
- 3] Parking shall not be allowed on or within the PUD road rights-of-way or easements.
- 4] One parking space per each full-time employee shall be provided on each parcel. This requirement is to be demonstrated at time of building permit submittal.

**J] Fencing**

- 1] Perimeter fencing is required on all parcels in the PUD.
- 2] No fencing shall be placed in any easement that will obstruct the function of the easement.
- 3] Maximum height of the fencing on any lot is restricted to ten (10) feet. If barbed wire will be utilized, it must be at least 6 feet off the ground.
- 4] Individual parcel owners or the lessee of the individual parcel shall be responsible for maintenance and upkeep of the fencing surrounding the parcel.
- 5] Any fencing that is shared by adjacent lots shall be maintained jointly by the adjacent parcel owners or lessees.



**K] Lighting**

- 1] All lighting shall be downcast and shaded to limit glare or reflection on adjacent property.
- 2] Height of exterior lighting shall be limited to 20 feet.

**L] Signage**

- 1] Each parcel shall be allowed no more than two (2) signs. One sign is allowed to be placed on a wall of a structure or building, the second sign may be placed anywhere within the boundary of the parcel.
  - A] Wall Signs - may be up to 64 square feet in size.
  - B] Lot Signs - may be up to 32 square feet in size.

**Performance Standards**

This section shall regulate the operation of the allowed land uses within the PUD. The standards are intended to ensure compliance with the Industrial Performance Standards generally accepted by Garfield County.

All operations shall be conducted in such a manner as to minimize heat, dust, smoke, vibration, glare and odor and all other undesirable environmental effects beyond the boundaries of the property.

The Parcel Owner's Association shall be responsible for any enforcement action required under these regulations.

Sound: Volume of sound generated shall comply with the standards set forth in the Colorado Revised Statutes;

Vibration generated: Every use shall be so operated that the ground vibration inherently and recurrently generated is not perceptible, without the use of instruments, at any point of any boundary line of the property on which the use is located;

Emission of smoke and particulate matter: Every use shall be operated so as to comply with all federal, state and county air quality laws, regulations and standards;

Emission of heat, glare, radiation and fumes: Every use shall be operated so that it does not emit, heat, glare, radiation or fumes that substantially interfere with the existing use of adjoining property or that constitute a public nuisance or hazard. Flaring of gases, aircraft warning signals, reflective painting of storage tanks, or other such operations which may be required by law as safety or pollution control measures shall be exempted from these provisions.

---

All storage areas shall be operated within the following performance standards:

1] Storage of flammable or explosive solids or gases shall be in accordance with accepted standards and laws and shall comply with federal, state and local fire codes and written recommendations from the appropriate local fire protection district.

2] No materials or wastes shall be deposited on any lot within the PUD in such manner or form that they may be transferred off the property by any reasonable foreseen natural causes or forces.

3] Storage of heavy equipment will be allowed subject to the following standards:

A] All equipment storage will be enclosed in an area with screening at least eight (8) feet in height and obscured from view at the same elevation or lower.

B] Repair and maintenance activities requiring the use of equipment that will generate noise, odors or glare beyond the property boundaries may be conducted within a building or outdoors, so long as negative effects caused by these operations are not transmitted off the PUD site. Outdoor heavy equipment operation hours shall be between the hours of 6 am and 8 pm.

C] All loading and unloading of vehicles shall be conducted on private property within the PUD and shall not be conducted on any development right-of-way.

4] Potential for water pollution: If any use is conducted in a manner whereby potential water pollution could occur, the use shall be required to install safeguards designed to comply with the regulations of all federal, state and county regulatory agencies.

5] All purchasers, leaseholders, occupants or users of the development are required to follow all regulations imposed herein.

6] All drainage ways, drainage structures, culverts, erosion control devices, detention ponds, etc., as approved and installed, must be kept in good useable condition. The parcel owner or the lessee shall be the entity responsible for maintenance and upkeep within the boundaries of the owned or leased parcel.

7] Control of fugitive dust on access roads and easements within the development is the responsibility of the Parcel Owners Association. Individual lot owners or lessees shall be responsible for the control of fugitive dust on individual parcels.

8] On lot fuel storage shall be limited to a single storage tank of up to one thousand (1000) gallons per developable lot. Adequate spill containment structures shall be designed and constructed for any parcel on which fuel is stored. The containment structure shall be capable of holding 110% of the maximum volume of the fuel storage tank and shall comply with all Federal, State and local regulations.



9] Parcels within the development may be used in tandem without being considered to have merged in title. However, no resubdivision of the original five (5) parcels shall be allowed.

10] Fire extinguishers shall be required to be kept and maintained on each parcel. The fire extinguisher shall be placed in a conspicuous location with ease of access being mandatory.

11] All fabrication and repair operations shall be conducted within a building.

12] All storage of heavy equipment shall be within a building or enclosed within a fenced area and screened from view along the County Road.

13] All on-site refuse containers must have functioning lids and proper care shall be taken to ensure no trash is removed from the container by the forces of nature.

14] Prior to building permit submittal to Garfield County for any parcel within the PUD, a Phase One Environmental Site Assessment, within the scope of American Society for Testing and Materials Practice E 1527-05, as the same may be amended, shall be performed by the lot owner or lot lessee at the expense of the lot owner or lot lessee. Prior to abandonment of the site by the lot owner or lot lessee, a Phase One Environmental Study shall be completed and any remediation necessary, as identified by the Study, shall be completed by the lot owner or lessee at his expense.

15] A Public Water System will be permitted through Colorado Department of Public Health and Environment at such time the water system is expected to regularly serve an average of 25 individuals for an average of 60 days per year.

#### **General Allowances, Maintenance and Upkeep of the Land Within the Development**

1] All uses of land and structures within the Development shall be in an orderly fashion. No use of the land shall be for the long-term storage (defined as storage in excess of 120 days) of inoperable machinery, equipment, automobiles or waste materials such as trash, tires, pallets, empty drums or any similar items. All vehicles stored within the PUD shall maintain current Colorado registrations and licenses.

2] No outside watering of landscaping shall be allowed within the PUD unless an individual lot owner or lessee obtains a sufficient amount of irrigation water and applies for the necessary permits.

3] Individual parcel owners or lessees shall be responsible for weed control on their respective parcel(s). Weeds shall not be allowed to thrive anywhere within the boundaries of the development.

- 
- 4] All storage of materials shall be conducted in strict compliance with state and federal regulations. All required documentation shall be kept on-site and open for inspection.
  - 5] All buildings and structures shall be finished with earth-tone colors, except where required by safety considerations.
  - 6] Leasehold interests in individual parcels shall be allowed. Parcel 1 may have two (2) leasehold interests. Parcels 2 through 5, inclusive, are each allowed one (1) leasehold interest.
  - 7] Individual parcels shall be allowed one (1) categorized use, as contained in Sections D and E herein, per leasehold or ownership interest. The uses may change, however, only one categorized use shall be allowed to be in operation at any given time.
  - 8] Engineered individual sewage disposal systems are required for each lot.
  - 9] One mobile office trailer is allowed on each parcel and may only be utilized in conformance with Section D(1) of these regulations. The mobile office trailer is temporary and must be removed upon issuance of the certificate of occupancy for the permanent office.
  - 10] All hazardous and flammable materials are required to be handled in strict conformance with state and federal regulations.



# EXHIBIT B

## Strong PUD Zone District Map

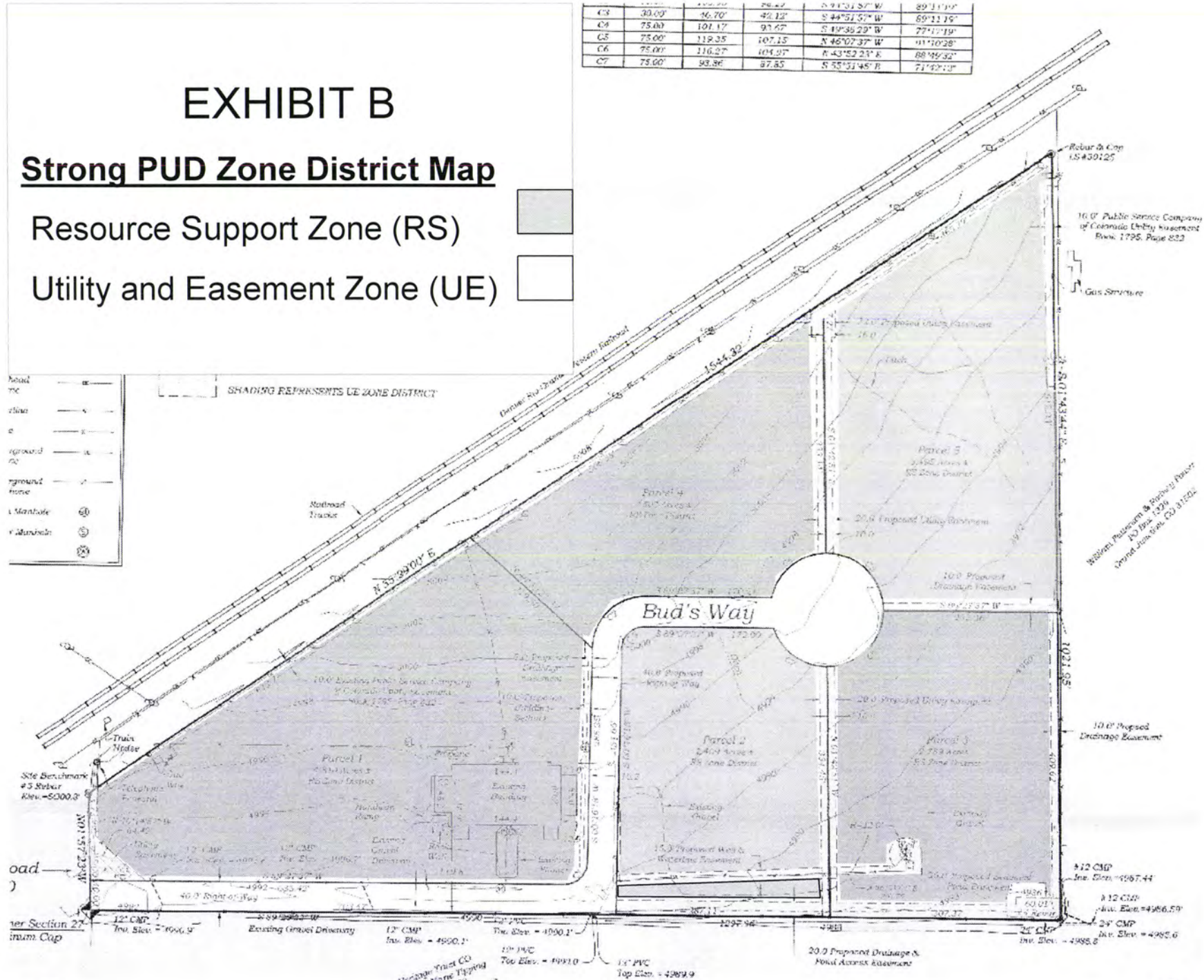
Resource Support Zone (RS)

Utility and Easement Zone (UE)

C4	30.09'	76.70'	76.47'	S 91°31'37" W	89°11'19"
C4	75.00'	101.17'	91.67'	S 44°51'51" W	69°11'19"
C5	75.00'	119.35'	107.15'	S 19°35'29" W	77°17'19"
C6	75.00'	116.27'	104.27'	N 46°07'37" W	01°10'28"
C7	75.00'	93.86'	87.85'	N 43°52'21" E	88°46'32"
				S 55°51'45" E	71°42'13"

- Head
- line
- c
- ground
- ground
- manhole
- manhole

SHADING REPRESENTS UE ZONE DISTRICT



Rebar & Cap  
15430125

16' of Public Service Company  
of Colorado Utility easement  
Book 1795, Page 823

William Patterson & Associates  
100 East 12th  
Denver, Colorado, CO 80202

10' Proposed  
Drainage Easement

312 CMP  
Inv. Elev. = 4987.44

312 CMP  
Inv. Elev. = 4986.59

24' CMP  
Inv. Elev. = 4985.6

30.0' Proposed Drainage &  
Flow Across Easement

14' PVC  
Top Elev. = 4989.9

12' PVC  
Top Elev. = 4990.1

12' PVC  
Top Elev. = 4990.1

12' CMP  
Inv. Elev. = 4990.1

12' CMP  
Inv. Elev. = 4990.9

12' CMP  
Inv. Elev. = 4990.9

12' CMP  
Inv. Elev. = 4990.9

12' CMP  
Inv. Elev. = 4990.9

12' CMP  
Inv. Elev. = 4990.9

12' CMP  
Inv. Elev. = 4990.9

12' CMP  
Inv. Elev. = 4990.9

12' CMP  
Inv. Elev. = 4990.9

12' CMP  
Inv. Elev. = 4990.9

12' CMP  
Inv. Elev. = 4990.9

12' CMP  
Inv. Elev. = 4990.9

12' CMP  
Inv. Elev. = 4990.9

**BY-LAWS**



STRONG SUBDIVISION AND PLANNED UNIT DEVELOPMENT  
BY-LAWS

INTRODUCTION

These By-laws of the Strong Subdivision and Planned Unit Development Parcel Owners Association, (the Association) are adopted for the regulation and management of the Association in conformance with the Colorado Revised Nonprofit Corporation Act, C.R.S. 7-20-101, et seq., as amended from time to time (the "Nonprofit Corporation Act") and the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101, et seq., as amended from time to time (the "Act"). The Association is referenced in the Declaration of Protective Covenants (the Declaration") for Strong Subdivision and Planned Unit Development, Garfield County, Colorado, filed for record with the County Clerk and Recorder of said Garfield County as Reception Number \_\_\_\_\_ on the ~ day of \_\_\_\_\_, 2009. The Association is to operate the Common Interest Community for the same, in accordance with the requirements for an association of Owners charged with the administration of property under the Act. Each capitalized term, not otherwise defined in these Articles, will have the meaning specified or used in the Act, or as defined in the Declaration. For the purposes of clarification of definitions used in the Declaration and the Act, the term "Owner" in the Declaration shall be synonymous with the term "Unit Owner" in the Act and the term "Lot" Or "Parcel" in the Declaration and these Bylaws shall be synonymous with the term "Unit" in the Act.

ARTICLE I  
OWNERS/MEMBERS

1.1 Lot Owners/Members. Every Owner, while such person is an Owner, shall be a Member of the Association: Membership shall be appurtenant to and may not be separated from Ownership of any Parcel. No Owner, whether one or more persons, shall have more than one membership per Parcel owned, but all the persons owning each Parcel shall be entitled to rights of membership and use and enjoyment appurtenant to such Ownership. The Association will be a membership corporation without certificates or shares of stock.

1.2 Annual Meeting. The annual meeting of the Members will be held at a place and on a date and time to be determined by the Directors of the Executive Board. The meeting shall be held no later than May 1st of each calendar year. Prior to the annual meeting, written notice of the meeting place, time and date shall be delivered to each Homeowner. A copy of the proposed budget, Board member election information and election proxy shall be delivered with said Notice.

At the annual meeting, the Directors of the Executive Board shall be elected by the Members, in accordance with the provisions of Article II of these By-laws. If no new Members are to be elected or no new candidates have come forth for election, the Board shall announce the continuance of current Member terms. The Board shall also set the date, time and place for the first regular meeting of the Board of Directors. This first meeting shall be held within 30 days of the Annual Meeting. The Members may transact other business as may properly come before them at these annual meetings.



1.3 Special Meetings. Special meetings of the Association may be called by the Board President, by a majority of Directors of the Executive Board or by members comprising at least 20% of the votes of the Association.

1.4 Place of Meetings. Meetings of the members shall be held at a suitable place convenient to the members, as may be designated by the Executive Board.

1.5 Notice of Meetings. The Secretary or other officers specified by the By-laws shall cause notice to be hand-delivered or sent pre-paid by U.S. Mail to the mailing address of each Parcel or to the mailing address designated in writing by the member, not less than ten (10) nor more than fifty (50) days in advance of the annual meeting. Such notice shall state the time and place of the meeting and the items on the agenda, including, if applicable, the general nature of any proposed amendment to the Declaration or the By-laws, any budget changes and any changes to the Executive Board. No action shall be adopted at a special meeting, except as stated in a notice. Any changes or matters presented in meetings, not presented in the agenda notice, shall be presented in the next meeting as part of that meeting's agenda.

1.6 Waiver of Notice. Any member may, at any time, waive any notice required to be given under these B-Laws, by statute or otherwise. The presence of a member in person at any meeting of the members will constitute a waiver, unless such presence is for the express purpose of objecting to the meeting for the reason that it was not lawfully called.

1.7 Quorum. Unless otherwise ordered by a court of competent jurisdiction, at all meetings of members, one-third (1/3) of the members entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum of the members at the meeting.

1.8 Adjournment of Meeting. At any meeting of Members, a majority of the Members who are present at that meeting, either in person or by proxy, may adjourn the meeting to another time. If, at any time and place of meeting, a quorum is lacking, the Chairman of the meeting, or the Members holding a majority of the votes present in person or by proxy, may adjourn the meeting from time to time until a quorum exists. At any adjourned meeting at which a quorum exists, any business may be transacted which might have been transacted at the original meeting.

1.9 Order of Business. The order of business at the meetings of the Members shall be as follows:

- (A) Roll call or equivalent check-in of Members present and entitled to vote;
- (B) Statement of compliance with procedures for notice of meeting or waiver of notice;
- (C) Inspection amid verification of proxies;
- (D) Reading of minutes of preceding meeting;
- (E) Reports of Officers;
- (F) Committee Reports;
- (G) Establish number and terms of Directors of the Executive Board (if required and noticed);
- (H) Election of Inspectors of Election (when required):
- (I) Election of Directors of Executive Board (when required):
- (J) Establish a time (within 10 days of annual meeting) and place for the first regular meeting of Executive Board:
- (K) Ratification of Budget (if required and noticed);
- (L) Unfinished business; and
- (M) New business



1.10 Voting. Voting shall be based on one (1) vote per Parcel. The Members shall be of one class as defined in the Declaration. Cumulative voting will not be allowed.

(I) If only one of several co-owners of a Parcel is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to the Parcel. Individual co-owners may not cast fractional votes. If more than one of the co-owners is present, the vote allocated to the Parcel may be cast only in accordance with the agreement of a majority in interest of the co-owners. There is a majority agreement if any one of these co-owners casts the vote allocated to the Parcel without protest being made promptly to the person presiding over the meeting by another co-owner of the Parcel, in which case such Member's vote shall not be counted.

(2) Votes allocated to a Parcel may be cast under a proxy duly executed by a Member, provided that any proxy shall be filed with the Secretary of the Association at least twenty-four (24) hours prior to the time of any meeting. If a Parcel is owned by more than one person, each owner of the Parcel may vote or register to protest to the casting of votes by the other owners of the Parcel through a duly executed proxy. A Member may revoke a proxy given under this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date, unless it specifies a shorter term.

(3) The vote (if a corporation or business trust) may be cast by any officer of that corporation or business trust in the absence of express notice of the designation of a specific person by the Board of Directors or by-laws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of such entity in the absence of express notice of the designation of a specific person by the owning partnership. The vote of a limited liability company may be cast by any manager of such entity in the absence of express notice of the designation of a specific person by the owning limited liability company. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership, limited liability company or business trust owner is qualified to vote.

1.10 Majority Vote. Unless a different percentage is required by the Declaration, the Articles of Incorporation, these By-laws or applicable law, the affirmative votes of more than fifty percent (50%) of the votes represented at a meeting duly called and convened at which a quorum is present will be sufficient to adopt decisions binding on all Members.

1.12 Rules of Meetings. The Executive Board may prescribe reasonable rules for the conduct of all meetings of the Executive Board and Members and in the absence of such rules, Robert's Rules of Order will be used.

## ARTICLE II EXECUTIVE BOARD

2.1 Purpose and Functions. The business and affairs of the Common Interest Community and the Association shall be conducted, managed and administered by an Executive Board, In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration, Articles of Incorporation or By-Laws, such dispute or disagreement will be submitted to the Board. The determination of such dispute or disagreement by the Board will be binding on all such Owners,



subject to the right of Owners to seek other remedies provided by law after such determination by the Board.

2.2 Number and Qualification. The Executive Board shall consist of not less than three (3) nor more than five (5) members, to be known as "Directors" who, excepting the Directors appointed by the Declarant, shall be Owners. The specific number of directors may be set from time to time by a vote of the Members at the annual meeting. If any Parcel is owned by a partnership or corporation, any officer, partner or employee of that Owner shall be eligible to serve as a Director and shall be deemed to be an Owner for the purposes of the preceding sentence. Directors shall serve until their successors are duly elected and qualified.

### 2.3 Executive Board Directors During Period of Declarant Control.

(a) From the date of formation of the Association until the termination of Declarant's control, Declarant will have the right to appoint and remove all Directors on the Executive Board and all officers of the Association. Provided that not later than sixty (60) days after conveyance of 50% of the Parcels, at least one (1) Director and not less than 20% of the Executive Board must be elected by other Parcel owners and not later than sixty (60) days after conveyance of 75% of the Lots, at least 40% of the Executive Board must be elected by other Parcel owners. The period of Declarant's control of the Association will terminate upon the first to occur of sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Owners other than a successor Declarant, two (2) years after the last conveyance of a Lot by a Declarant in the ordinary course of business or two (2) years after any right to add new Parcels was last exercised.

(b) Declarant may voluntarily surrender the right to appoint and remove officers and Directors of the Executive Board before termination of the period of Declarant's control, but, in that event, Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Executive Board, as described in a recorded Instrument executed by Declarant, be approved by Declarant before they become effective.

(c) All Directors and officers appointed by the Declarant will serve at the pleasure of the Declarant and the Declarant will have the absolute right, at any time and in its sole discretion, to remove any Board Director or Officer appointed by it, and to replace such Board Director or Officer with another person to serve on the Executive Board or as an Officer. Replacement of any Board Director or Officer appointed by the Declarant will be made by written instrument delivered to any officer or any other Board Director, which instrument will specify the name of the person designated as successor Board Director or Officer. The removal of any Board Director or Officer and the designation of his successor by the Declarant will become effective immediately upon delivery of such written instrument by the Declarant.

### 2.4 Election of Executive Board After Period of Declarant Control.

(a) Not later than the termination of the period of Declarant's control as provided above, the Owners (including Declarant, if the Declarant is still an Owner) will elect the Executive Board of at least three (3) Directors, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant, and the Executive Board will elect the officers, with such Board Directors and Officers to take office upon termination of the period of Declarant's control. Any terms of Directors which have not expired will immediately terminate.



(b) Directors of the Executive Board and Officers elected by the Declarant need not be Owners or employees of Declarant.

(c) Directors will thereafter be elected by the Members at each annual meeting of the Members.

2.5 Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Articles of incorporation of the Association (the "Articles") these By-Laws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration, the Articles and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include the powers and duties set forth in the Declaration and shall include, without limitation, the following:

(a) to administer and enforce the covenants, conditions, restrictions, limitations, obligations and all other provisions set forth in the Declaration, Articles and these By-Laws;

(b) to establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the Parcels and the Common Area with the right to amend the same from time to time. A copy of such rules and regulations will be delivered or mailed to each Owner promptly upon the adoption thereof;

(c) to cause the Association to keep in good order, condition and repair the Common Area and all items of personal property, if any, used in the enjoyment of the property;

(d) to obtain and maintain, to the extent obtainable, all policies of insurance required by the Declaration;

(e) to collect Assessments for Common Expenses from Owners;

(f) upon notice and after an opportunity for a fair hearing, to impose penalties and collect delinquent Assessments by suit or otherwise, to collect costs and reasonable attorney's fees, and to enjoin or seek damages from an Owner as is provided in the Declaration;

(g) to protect and defend the Property from loss and damage by suit or otherwise;

(h) to borrow funds and to give security therefor In order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration or these By-Laws and to execute all such instruments evidencing such indebtedness as the Executive Board may deem necessary or desirable;

(i) to enter into contracts within the scope of their duties and powers, provided however, that any agreement for professional management of the Property or any other contract providing for services of the Declarant may not exceed three (3) years, and any such agreement must provide for termination by either party without cause and without payment of a termination fee on no more than one hundred eighty (180) days written notice;



(j) to establish bank accounts which are interest-bearing or non-interest bearing, as may be deemed advisable by the Executive Board;

(k) to cause to be kept minutes of each meeting of the Executive Board and to make such minutes available at any meeting of Members when requested in writing by twenty-five percent (25%) of all Members who are entitled to vote;

(l) to designate and remove the personnel necessary for the operation, maintenance, repair and replacement of the Common Area:

(m) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal with and in, real, personal and mixed property of all kinds, and any right or interest therein, for any purpose of the Association;

(n) if the Association delegates powers of the Executive Board or Officers for the collection, deposit, transfer or disbursement of Association funds to any other person (including a managing agent), to require all of the following:

(1) that the other person or managing agent maintain fidelity insurance coverage or a bond in an amount not less than Fifty Thousand Dollars (\$50,000.00) or such higher amount as the Executive Board may require;

(2) that the other person or managing agent maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other persons or managing agent and maintain all reserve accounts of each association so managed separate from the operational accounts of the Association; and

(3) that an annual accounting for Association funds and a financial statement be prepared and presented to the Association by a public accountant or a certified public accountant.

2.6 Election and Term of Office. At annual meetings of the Members of the Association to be held as herein provided, the terms of office of the Directors may be fixed for such period of time as the Members entitled to vote may determine, and such terms may be staggered, that is to say, various Directors may be elected for terms of different lengths so that there will be a carryover of old Directors at each annual meeting, and only new Directors will be designated thereafter, provided that nothing herein contained shall prevent the election of a Director whose term has expired to a new term as such Director. At any meeting at which Directors are to be elected, the Members may, by resolution, adopt specific procedures which are consistent with these By-Laws or the Corporation Laws of the State of Colorado for conducting the elections.

2.7 Vacancies. Vacancies in the Executive Board, caused by any reason other than the removal of a Director by a vote of the Members, may be filled at a special meeting of the Executive Board held for that purpose at any time after the occurrence of the vacancy, even though the Directors present at that meeting may constitute less than a quorum. Vacancies shall be filled in the following manner

(a) As to vacancies of Directors whom Members other than the Declarant elected, by a majority of the remaining elected Directors constituting the Executive Board, and

(b) As to vacancies of Directors whom the Declarant has the right to appoint, by the Declarant. Each person so elected or appointed shall be a Director for the



remainder of the term of the Director so replaced. The term of office of any Director shall be declared vacant when such Director ceases to be a Member of the Association by reason of the transfer of such Director's ownership of a Parcel.

2.8 Removal of Directors. Members, by a three-fifths (3/5) vote of all persons present and entitled to vote at any meeting of the Members at which a quorum is present, may remove any Director of the Executive Board, other than a Director appointed by the Declarant, with or without cause.

2.9 Regular Meetings. The first regular meeting of the Executive Board following each annual meeting of the Members shall be held within ten (10) days after the annual meeting at a time and place to be set by the Members at the meeting at which the Executive Board shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the Directors are present. The Executive Board may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings.

2.10 Special Meetings. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days notice to each Director. The notice shall be hand delivered or mailed and shall state the time, place and purpose of the meeting.

2.11 Location of Meetings. All meetings of the Executive Board shall be held within the County of Garfield, Colorado, unless all Directors consent in writing to another location.

2.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to giving of such notice. Attendance by a Director at any meeting of the Executive Board shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

2.13 Quorum of Directors. At all meetings of the Executive Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute a decision of the Executive Board. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.14 Compensation. A Director shall not receive a fee from the Association for acting as a Director, as may be set by resolution of the Members, but may receive reimbursement for necessary expenses actually incurred in connection with the Director's duties. Directors acting as Officers shall not be compensated for those duties.

2.15 Consent to Corporate Action. If all the Directors or all Directors of a committee established for such purposes, as the case may be, severally or collectively, consent in writing to any action taken or to be taken by the Association, and the number of the Directors constitutes a quorum, that action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file these consents with the minutes of the meetings of the Executive Board.



2.16 Telephone Communication in Lieu of Attendance. A Director may attend a meeting of the Executive Board by using an electronic or telephonic communication method whereby the Director may be heard by the other Directors and may hear the deliberations of the other Directors on any matter properly brought before the Executive Board. The Director's vote shall be counted and the presence noted as if that Director were present in person on that particular matter.

2.17. Manager or Managing Agent. The Executive Board may engage the services of a manager or managing agent for the purpose of administering and carrying out the purposes and intent of the Declaration; provided, however, the manager or managing agent shall not have authority to levy assessments or to take action which affects the title of a Member in and to such owner's Parcel, or his interest in the common elements, which rights shall be reserved to the Board of Directors, subject to the vote of the Members of the Association as provided In the Articles or these By-Laws, the Declaration or the Act.

### ARTICLE III OFFICERS

3.1 Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an Assistant Treasurer, an Assistant Secretary and other officers as it finds necessary. The President and Vice President, but no other officers, need to be Directors. Any two offices may be held by the same person, except the offices of President and Secretary. The office of Vice President may be vacant.

3.2 Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organizational meeting of each new Executive Board. They shall hold office at the pleasure of the Executive Board.

3.3 Removal of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause. A successor may be elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for that purpose.

3.4 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members and of the Executive Board. The President shall have all of the general powers and duties which are incident to the office of President of a non-stock corporation organized under the laws of the State of Colorado, including but not limited to the power to appoint committees from among the Members from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association. The President may fulfill the role of Treasurer in the absence of the Treasurer. The President may cause to be prepared and may execute, certify, and record amendments, attested by the Secretary, to the Declaration and these By-Laws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

3.5 Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other Director to act In the place of the President on an interim basis. The Vice President shall also perform other duties required by the Executive Board or by the President.



3.6 Secretary. The Secretary shall keep the minutes of all meetings of the Members and the Executive Board. The Secretary shall have charge of the Association's books and papers as the Executive Board may direct and shall perform all the duties incident to the office of Secretary of a non-stock corporation organized under the laws of the State of Colorado. The Secretary may attest to the execution by the President of amendments to the Declaration and the By-Laws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

3.7 Treasurer. The Treasurer shall be responsible for Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Executive Board and shall perform all the duties incident to the office of Treasurer of a non-stock corporation organized under the laws of the State of Colorado. The Treasurer may endorse, on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Executive Board. Except for reserve funds described below, the Treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Executive Board determines. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the Treasurer, and executed by two Directors, one of whom may be the Treasurer if the Treasurer is also a Director.

3.8 Agreements, Contracts, Deeds, Checks and Other Instruments. Except as otherwise provided in these By-Laws, all agreements, contracts, deeds, leases, checks and other Instruments of the Association may be executed by any officer of the Association or by any other person or persons designated by the Executive Board.

3.9 Compensation. An Officer may receive a fee from the Association, in an amount set by resolution of the Members, for acting as an Officer. An Officer may also receive reimbursement for necessary expenses actually incurred in connection with Association duties.

#### ARTICLE IV INDEMNIFICATION

4.1 Definitions. For purposes of this Article, the following terms will have the meanings set forth below:

(a) Proceedings. Any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal;

(b) Indemnified Party. Any person who is or was a party or is threatened to be made a party to any proceeding by reason of the fact that he is or was a Director or Officer of the Association or, while a Director or Officer of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise including, without



limitation, any employee benefit plan of the Association for which any such person is or was serving as a trustee, plan administrator or other fiduciary.

4.2 Indemnification. The Association will indemnify any Indemnified Party in any proceeding to the fullest extent permitted by law.

4.3 Insurance. By action of the Board, notwithstanding any interest of the Directors in such action, the Association may purchase and maintain insurance, in such amounts as the Board may deem appropriate, on behalf of any Indemnified Party against any liability asserted against him and incurred by him in his capacity of or arising out of his status as an Indemnified Party, whether or not the Association would have the power to indemnify him against such liability under applicable provisions of law.

4.4 Right to Impose Conditions to Indemnification. The Association will have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as to the Board may appear appropriate in each specific case and circumstances including, without limitation, any one or more of the following; (a) that any counsel representing the person to be indemnified in connection with the defense or settlement of any proceeding will be counsel mutually agreeable to the person to be Indemnified and to the Association; (b) that the Association will have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the person to be indemnified; and (c) that the Association will be subrogated, to the extent of any payments made by way of Indemnification, to all of the indemnified person's rights of recovery, and that the person to be indemnified will execute all writings and do everything necessary to assure such rights of subrogation to the Association.

#### ARTICLE V ENFORCEMENT

5.1 Abatement and Enjoinment of Violations by Members. The violation of any of the Rules and Regulations adopted by the Executive Board or the breach of any provision of the Declaration shall give the Executive Board the right after notice and hearing (except in case of an emergency) In addition to any other rights set forth in these By-Laws:

(a) To enter the Parcel or Limited Common Element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Member, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist in that Lot) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Declaration. The Executive Board shall not be deemed liable for trespass by this action; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or inequity, the continuance of any breach.

5.2 Fine for Violation. By resolution, following notice and hearing, the Executive Board may levy a fine of up to Twenty Five Dollars (\$25.00) per day for each day that a violation of the Declaration or Rules and Regulations persists after notice and hearing.

5.3 Notice and Hearing Procedures. If the Executive Board believes that a violation of the Declaration or of any Rule and Regulation has occurred and



wishes to take action under Section 5.1 or to levy a fine under Section 5.2, the Executive Board shall provide the Owner involved with a written Statement of Violation which shall specify the alleged violation(s) and which shall set a date and time on which the matter will be heard by the Executive Board, at which time at least a quorum must be present.

5.3.1 The hearing date shall be no earlier than ten (10) days following the date on which the Statement of Violation is given to the involved Owner.

5.3.2 Such Owner shall have the right to appear at the hearing in writing or in person, to be represented by counsel if the Owner chooses, to present any relevant evidence and witnesses, and to cross-examine any witnesses testifying against such Owner.

5.3.3 Following the hearing, the Executive Board, acting by majority vote, shall determine if a violation or violations have occurred and based on such determination, the remedies to be invoked or fines to be levied. The Executive Board shall provide to the offending Owner written notice of the same, provided that the due date of any fine shall be no earlier than thirty (30) days after the giving of such notice.

#### ARTICLE VI RECORDS

6.1 Records. The Association shall keep the following records to the extent they are applicable:

(a) An account for each Parcel, which shall designate the name and address of each Member, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Lot, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account and the balance due;

(b) An account for each Member showing any other fees payable by the Member;

(c) A record of any capital expenditures in excess of One Thousand Dollars (\$1,000.00) approved by the Executive Board for the current and next two (2) succeeding fiscal years;

(d) A record of the amount and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for a specific project;

(e) The most recent regularly prepared balance sheet and income and expense statement of the Association;

(f) The current operating budget;

(g) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;

(h) All Insurance policies then in force, in which the Owners, the Association, or its Directors or Officers are named as Insured persons;



(i) The original or a certified copy of the recorded Declaration, as amended, the Association's Articles of Incorporation, By-Laws, Minute Books, other books and records and any Rules and Regulations which may have been promulgated;

(j) An Inventory list of the Association's tangible personal property:

(k) Copies of any plans and specifications used in the construction of the improvements in the common elements in the common interest community;

(l) Employment contracts in which the Association is a contracting party

(m) Any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the persons performing the services;

(n) A record of any alterations or Improvements to Parcels or Limited Common Elements which violate any provisions of the Declaration of which the Executive Board has actual knowledge;

(o) A record of any violations, with respect to any portion of the Common Interest Community, of health, safety, fire or building codes or laws, ordinances or regulations of which the Executive Board has actual knowledge; and

(p) A record of any unsatisfied Judgments against the Association and the existence of any pending suits in which the Association is a defendant.

6.2 Records Availability. All records maintained by the Association or a manager employed by the Association shall be available for examination and copying by any Member, any holder of a Security Interest in a Parcel or its insurer or guarantor or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and upon fourteen (14) business days notice to the Executive Board or Manager, if any, and upon payment of a reasonable fee, the amount of which shall be established from time to time by resolution of the Executive Board.

6.3 Statements of Unpaid Assessments. The Treasurer, Assistant Treasurer, a manager employed by the Association or, in their absence, any Officer having access to the books and records of the Association may prepare, certify and execute statements of unpaid assessments, in accordance with Section 38-33.3-316 of the Act. The Association may charge a reasonable fee for preparing statements of unpaid assessments. The amount of this fee and the time of payment shall be established from time to time by resolution of the Executive Board. The Association may refuse to furnish statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Parcel for which the statement is furnished.

## ARTICLE VII GENERAL

7.1 Notices. All notices for the Association or the Executive Board shall be delivered to the office of the Association, or to such other address as the Executive Board may designate by written notice to all Members and to all holders of Security Interests in the Parcels who have notified the Association that they hold a Security Interest in a Parcel. Except as otherwise provided, all notices to any Member shall be sent to the Member's address, as it appears in the records of the Association. All notices to holders of Security Interests in the Parcels shall be sent by registered or certified mail to their respective



addresses, as designated by them in writing to the Association. All notices shall be deemed to have been given when mailed, except notices of changes of address, which shall be deemed to have been given when received.

7.2 Registration of Mailing Address. If a Parcel is owned by two (2) or more Owners, such co-owners will designate one (1) address as the registered address required by the Declaration and will designate the Voting Member. An Owner or Owners will notify the Secretary of his or their (a) registered address within five (5) days after any transfer of title or change of address, and (b) "Voting Member within five (5) days after any transfer of title or to designation thereof. Such notice will be written and signed by all of the Owners to which it relates or by such persons authorized to sign on behalf of such Owners.

7.3 Notice to Association. Every Owner will timely notify the Association of the name and address of any Mortgagee, purchaser, transferee or lessee of his Parcel. The Association will maintain such information at the office of the Association.

7.4 Proof of Ownership. Except for those Owners who initially purchase a Lot from Declarant, every person becoming an Owner will immediately furnish to the Executive Board a photocopy or a certified copy of the recorded Instrument vesting in that person such ownership, which instrument will remain in the files of the Association. A Member will not be deemed to be In good standing nor will he be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

7.5 Right of Entry. The Manager and any person authorized by the Board will have the right to enter each Parcel in case of any emergency (as defined in Section 5.1 above) originating in or threatening such Parcel, whether or not the Owner or occupant is present at the time. Such authorized persons will also have the right to enter each Parcel to perform maintenance and repair work as prescribed by these By-Laws and the Declaration.

7.8 Fiscal Year. The fiscal year of the Association will be determined by the Executive Board and will be subject to change by the Executive Board as necessary.

7.7 Number and Gender. Whenever used herein, unless the context will otherwise provide, the singular number will include the plural, the plural the singular, and the use of any gender will include all genders.

7.8 Definitions. The definitions in the Declaration, as amended from time to time, will apply to all defined terms used in these By-Laws unless otherwise expressly set forth to the contrary In these By-Laws.

7.9 Assent. The acquisition, rental or the occupancy of any Parcel will constitute acquiescence to and acceptance of these By-Laws.

7.10 Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

7.11 Amendment. These By-Laws may be amended only by the assent of at least sixty percent (60%) of the Members. Notwithstanding the foregoing, no provisions of these By-Laws may be amended by a number of Owners which is less than the number of Owners required within that particular provision to take certain

action. Amendments may be proposed by the Executive Board or by petition signed by the holders of at least a majority of the votes. A statement of any proposed amendment will accompany the notice of any regular or special meeting at which such proposed amendment will be voted upon. No amendment of these By-Laws shall be adopted which would affect or impair the validity or priority of any security interest encumbering any Parcel, which would otherwise change the provisions of the By-Laws with respect to such security interests of record or in a manner inconsistent with the Articles, the Declaration or Colorado law.

ATTEST:

Certified to be the By-Laws adopted by the Strong Subdivision and Planned Unite Development Association, dated \_\_\_\_\_, 2009.



**INDIVIDUAL SEWAGE DISPOSAL SYSTEMS  
MANAGEMENT PLAN**

## **INDIVIDUAL SEPTIC DISPOSAL SYSTEM PLAN FOR STRONG SUBDIVISION AND PLANNED UNIT DEVELOPMENT**

The Strong Subdivision and Planned Unit Development is located in the SW1/4SW1/4 of Section 27, Township 7 South, Range 96 West of the 6<sup>th</sup> P.M. in Garfield County, State of Colorado.

This subdivision will be served by Individual Sewage Disposal Systems (ISDS). ISDS design, installation, and maintenance will be the responsibility of the individual lot owner. Percolation tests and soil profile evaluations must be done in accordance with local regulations prior to individual designs. ISDS designs are required by a State of Colorado licensed professional engineer for percolation tests results with a value of less than 30 minutes per inch. The installation will be inspected and certified by a professional engineer registered in the State of Colorado and/or his representative. Maintenance shall be performed by a licensed contractor in the State of Colorado engaged in the business of cleaning and maintaining ISDS systems.

Any ISDS questions or concerns should be directed to Garfield County representatives and Garfield County code as well as the PUD Guide should be referenced. Garfield County contact information is:

Garfield County Courthouse Annex  
108 8th Street, Suite 400  
Glenwood Springs, Colorado 81601  
(970) 945-8212

### **INTRODUCTION**

An Individual Sewage Disposal System (ISDS), also referred to as a "septic system", receives waste water and solids from a building's plumbing facilities, treats, and then disposes of the effluent from this waste, by permitting it to absorb into the natural soils within the lot. Treatment is accomplished by bacterial action in the "septic" or "treatment" tank, and by bacteria within the soil surrounding the effluent absorption system, the "drain-field." This bacterial action is needed to reduce the level of pathogens in the effluent discharges from the waste system into the soil. The principal components of a private on-site waste disposal system usually include the following:

- \* Piping
- \* Septic Tank
- \* Effluent Filter
- \* Absorption Field



However, many variations on this general scheme are used and special equipment and numerous systems can be designed and utilized for problem or difficult sites.

According to the geotechnical report, moderately expansive clays exist throughout the area of the subdivision. Expansive clays are not favorable in ISDS design due to high percolation results. Percolation tests are determined by the amount of time it takes moisture to flow through the soil. With high percolation test results, it takes more time for moisture to flow through the soil and results in more area required for the ISDS leach field design.

## GENERAL USE

Typical septic systems are designed to handle human waste, toilet paper and water from plumbing fixtures such as toilets, baths, and sinks. Household-type cleaners, detergents and bleach will not damage the system if used in moderation. However, biodegradable and environmentally friendly soaps, detergents and other products are recommended. If a septic field is inundated with harsh chemicals or overloaded with detergents and soaps, the septic system function may be impaired, or leach field failure may occur. Never pour oil, grease, paint, or insecticides into the plumbing system. These items can inhibit the bacteria which are so critical to the proper functioning of the system and/or plug the pores of the system. Under no circumstances should hazardous materials or chemicals be introduced into the system.

Non-degradable paper products, such as diapers, sanitary napkins or tampons, and paper towels are harmful to the system. Also refrain from introducing any other non-biodegradable substances into the system. Non-biodegradable items can cause serious clogging problems.

Systems are designed to handle a certain volume of water. If a system is consistently overloaded premature failure could result. A frequent source of overload is leaking plumbing fixtures and water treatment systems. This can amount to hundreds of extra gallons of water going into the septic system each month. Leaks should be repaired immediately. Other recommendations for reducing wastewater flow are; installing water-saving devices, faucets and toilets.

## SEPTIC TANK

The bacteria that thrive in a septic tank are called "anaerobic bacteria" because they do not require oxygen. These bacteria are essential to the proper functioning of a septic system as they degrade and decompose the solids. When too much solid material accumulates in the tank over a period of years, it begins to wash out of the tank and into the drain-field with the normal liquid effluent. The solids can clog the drain-field and absorption rates into the natural soils will be reduced. As more solids flow from the tank, the drain-field will eventually be unable to absorb the liquid effluent, and the drain-field



will fail. This is the most common cause of drain-field failure. Drain fields should have monitoring wells located at the far end of the field. These wells can help detect or prevent a field failure prior to its occurrence. A professional field maintenance company should be scheduled for regular maintenance and well monitoring. It is suggested that you have your septic tank placed on a regular maintenance schedule and have the tank pumped every 2 to 3 years.

## **DRAINFIELD AREA**

The drain-field is ideally located in a sunny open area for maximum evaporation. Trees and shrubs should not be planted near the drain-field as root intrusion may impair the drain-field.

Any plants that do not have deep roots can be planted over a drain-field. Grasses and ground cover provide the highest level of evapotranspiration (the cycle of plants taking moisture from the soil by their root systems and giving it off to the atmosphere using the sun's energy) without the complication of root systems clogging drainpipes and gravel beds. Mulched areas of flower beds do hold moisture and decrease drain-field efficiency. Walkways, patios, parking areas, decks or other permanent structures should not be constructed over either the septic tank or the drain-field. Vehicle traffic should be kept off of the drain-field and heavy trucks/equipment should be kept a minimum of 10 horizontal feet away from the drain-field area. Heavy vehicles can cause the drain-field to collapse. Rainwater or other drainage water should be diverted from the drain-field area. The drain-field is designed to meet the capacity of waste water coming from the lot improvements. Additional water from poor drainage may cause premature field failure. Livestock should never be allowed in the area devoted to the system due to compaction and component damage concerns.

## **OPERATION AND MAINTENANCE OF ISD SYSTEMS**

### **A. Responsibility:**

The Strong Subdivision Parcel Owners Association, Inc. shall be responsible for collecting funds, and hiring a reputable service company to maintain the ISD systems for the individual Parcel owners within the subdivision. This company will be required to inspect and maintain (including pumping of the septic tank, if necessary, but such pumping shall be an additional expense charged to an individual Parcel) individual systems every three years. The owner and the party in possession of real property upon which an individual sewage disposal system is used, shall remain jointly and severally responsible for operation and maintenance of the system, beyond the periodic inspection provided by the Parcel Owners Association.

### **B. Maintenance and Cleaning:**

The selected service company shall be required to inspect the systems for acceptable operation, pump the septic tanks (if required), and verify that local and state regulations are being met with the inspected systems. Routine maintenance and pumping of the



septic tanks will be paid for by the Parcel Owners Association. Other required repairs to individual systems will be the requirement of the individual parcel owner. The owner of an individual sewage disposal system shall notify the local health department regarding any proposed system modifications prior to making the changes, and shall have the system approved once the modifications are complete.

**C. Disposal of Waste Materials:**

Disposal of waste materials removed from a system in the process of maintenance or cleaning shall be accomplished at a site approved by local officials in a manner which does not create a hazard to the public health, a nuisance or an undue risk of pollution and which complies with all state and local laws and regulations.

**D. No Discharge is Permitted Which Does not Comply With Rules and Regulations:**

No sewage or effluent shall be permitted to be discharged into or upon the surface of the ground or into state waters unless the sewage system and effluent meets the minimum requirements of applicable rules and regulations.

**E. Termination of Use of System:**

The contents of a septic tank, vault, or seepage pit, the use of which has been terminated, shall be properly disposed of whereupon the emptied tank, vault, or pit shall be filled with soil or rock, or the health officer may require the tank or vault to be removed and disposed of properly.

**SUMMARY**

ISD systems are a good alternative to parcel owners who do not have access to a community sewage disposal system. With the proper monitoring and maintenance of an individual sewage disposal system, many years of trouble free functioning can be expected.

All systems within the Strong Subdivision and Planned Unit Development are required to be engineered systems. Appropriate testing must occur prior to system design and permitting.

Under no circumstances shall hazardous materials or chemicals be entered into the system.

# LEVEL 2 AUXILIARY TURN LANE ASSESSMENT

Una Development

## Table of Contents

1.0 Project Description .....	3
2.0 Project-Generated Traffic .....	6
3.0 Projected Background Traffic Growth .....	10
4.0 Total Projected Traffic .....	14
5.0 Level of Service Analysis .....	14
6.0 Site Access .....	20
7.0 Recommendations .....	22
8.0 Conclusions .....	22

## Tables and Figures

Table 1: Level of Service Summary  
Traffic Figures

## Appendices

Synchro Calculations, Version 5  
Traffic Counts

$$= 1.2 \times 1.9 \text{ m} / 20\% = 350 \text{ k}$$

planned  
} \* County 1/3  
\* Growth P 1/3  
\* Stray 1/3



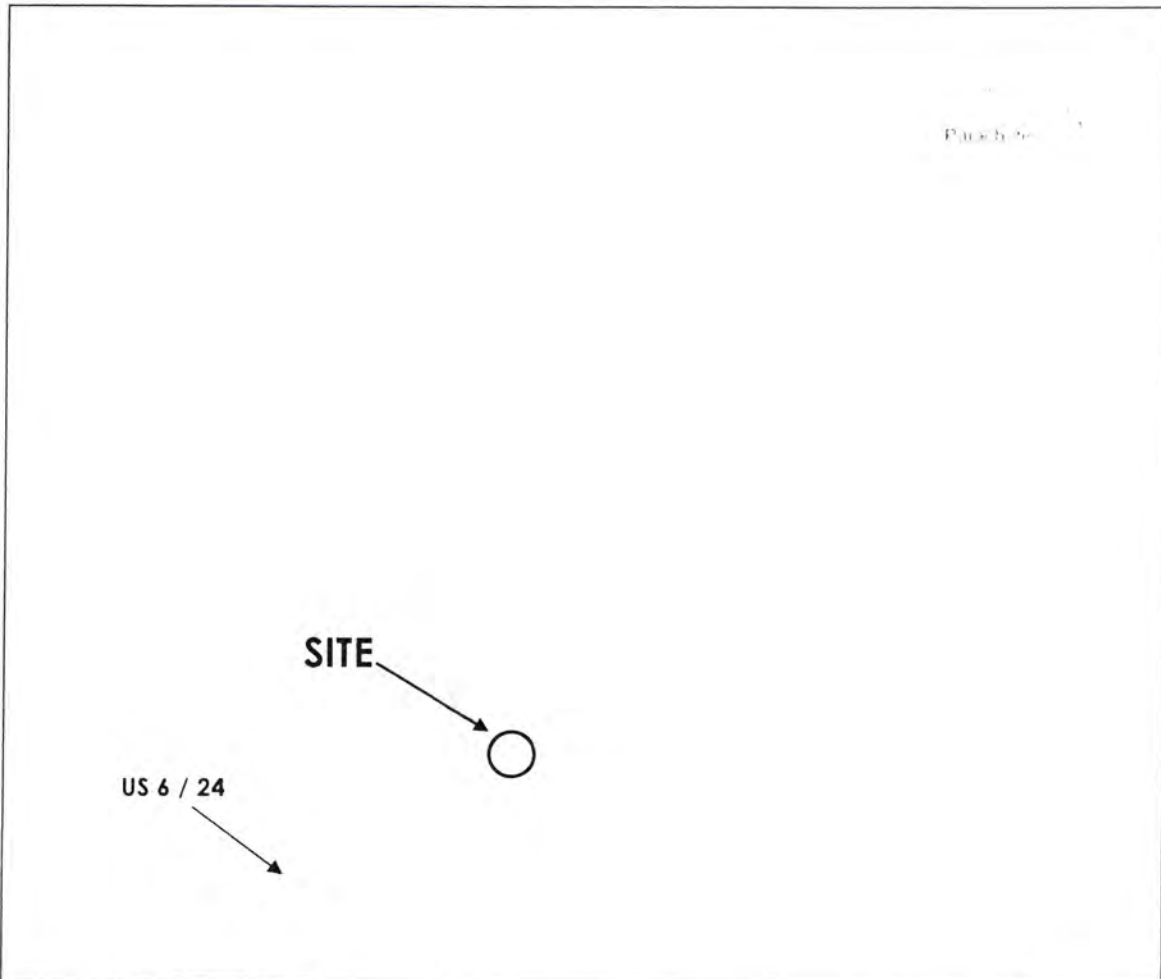
## 1.0 Introduction

This document serves as a CDOT Region 3 "Level Two" Traffic Assessment examining the effects of project-generated traffic on the roadway network near the proposed Una development. The Una site will include an oil and gas drilling storage yards and warehousing. The analysis includes impacts for the projected buildout Year 2008 and long-range planning Year 2030.

The Una property access is located on the east side of Garfield County Road 300, approximately 340 feet south of the intersection of County Road 300 and US Highway 6 and 24. The EnCana compressor station is located southeast of the site, a Union Pacific railroad line borders the site to the north and a gravel pit borders the site to the south.

A map of the surrounding area is shown below:

### Vicinity map for the Una Development.



US 6/24: US 6/24 is an east-west roadway connecting De Beque to Parachute. US 6/24 travels roughly parallel to I-70. Adjacent to the site, the Colorado Department of Transportation, CDOT, classifies US 6/24 as R-A, regional highway. The speed limit is posted at 50 mph in the vicinity of the development.



In the vicinity of the CR 300 intersection, US 6/24 consists of two twelve-foot through lanes with gravel shoulders. There are no acceleration/deceleration lanes at this intersection.

County Road 300: This roadway is a two-lane, north-south County road. The Garfield County has identified CR 300 as a preferred haul road in the area of the Una development. In the vicinity of the US 6/24 intersection, the posted speed limit is 35 mph. The north leg of the US 6/24 and CR 300 intersection is a private access into a concrete product facility. CR 300 crosses the Colorado River south of the site and connects to the Battlement Mesa development.



A site plan of the property is illustrated in **Figure 1**. The site is anticipated to have one proposed access point to CR 300, approximately 340 feet south of the intersection with US 6/24.





## 2.0 Project-Generated Traffic

The site is proposed to provide five lots intended as equipment storage for oil and gas drilling. The traffic generated as a result of the site has been estimated based upon operational information provided by the client, and peak hour information is presented below. The client provided information that this peak hour estimate is based on can be seen in the Appendix. Because the site does not conform to a standard ITE land use code, the ITE Trip Generation Manual was not used to estimate project-generated traffic. As a comparison to the client provided data, a trip generation estimate based on the ITE Land Use Code #130, Industrial Park and a total of 20 employees at the site following buildout, can be seen in **Table 1**.

	Morning (7:00-9:00 am)	Evening (3:00-5:00 pm)
Employee & Equipment Storage Traffic	25 inbound, 5 out	5 inbound, 25 outbound
Maintenance / Deliveries	0 inbound, 0 outbound (occurs off-peak hours)	0 inbound, 0 outbound (occurs off-peak hours)

It is anticipated that ninety-five percent of the outbound project-generated traffic will exit the site and travel north on CR 300. North of the site, at the intersection of US 6/24 and CR 300, sixty percent of the outbound traffic is anticipated to travel east on US 6/24 towards the Town of Parachute, and the remaining thirty-five percent is anticipated to travel west on US 6/24 towards De Beque. There is access to Interstate 70 at each of these Towns. Five percent of traffic is anticipated to travel south on CR 300. The percentile distribution can be seen in **Figure 2**. Project-generated traffic as assigned to this distribution can be seen in **Figure 3**.





**DREXEL, BARRELL & CO**  
 Engineers - Surveyors  
 Phone (303) 442-4338  
 Fax (303) 442-4373

PROJECT NAME: Una Development  
 DATE: 13-May-08  
 REVISED:

PROJECT NUMBER: J1064-1  
 PREPARED BY: CSV

**Table 1 - Una Development**  
**Estimated Project-Generated Traffic<sup>1</sup>**

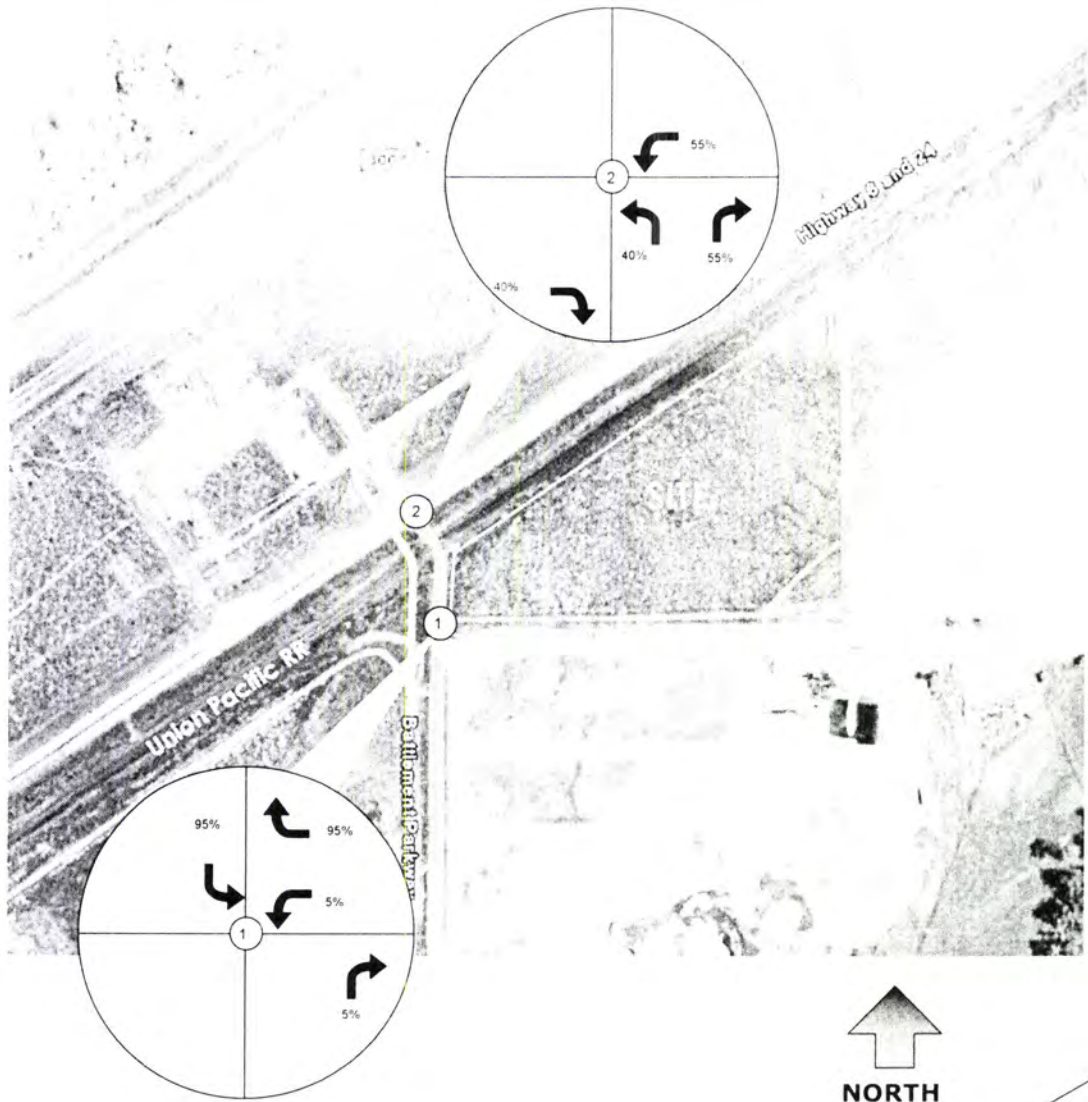
ITE Code	Units	Trip Generation Rates			Average Weekday Avg. Trips	AM Peak-Hour				PM Peak-Hour			
		AM	PM	Weekday		Inbound		Outbound		Inbound		Outbound	
						% Trips	Trips	% Trips	Trips	% Trips	Trips	% Trips	Trips
#130 Industrial Park	20 Employees	0.47	0.46	3.34	67	86%	8	14%	1	20%	2	80%	7
<b>Estimated Total at Buildout</b>					<b>67</b>		<b>8</b>		<b>1</b>		<b>2</b>		<b>7</b>

<sup>1</sup> Values obtained from Trip Generation, 7th Edition, Institute of Transportation Engineers, 2003

↓  
 5 employees  
 per 100  
 office/repair

is this consistent w/ rates?

Figure 2: Project-Generated Traffic Distribution



**Drexel, Barrell & Co.**

1800 38th Street  
 123 N 7th Street  
 6365 Corporate Drive  
 910 54th Avenue, Suite 210  
 2955 Village Drive, Suite 14

Boulder, CO 80301  
 Grand Junction, CO 81501  
 Colorado Springs, CO 80919  
 Greeley, CO 80634  
 Steamboat Springs, CO 80488

**LEGEND :**

XX% = Percent of Project Generated Traffic

Turning Movements





Figure 3: Year 2008/2030 Assigned Project-Generated Traffic



**Drexel, Barrell & Co.**  
 1800 38th Street  
 123 N 7th Street  
 6365 Corporate Drive  
 910 54th Avenue, Suite 210  
 2955 Village Drive, Suite 14

Boulder, CO 80301  
 Grand Junction, CO 81501  
 Colorado Springs, CO 80919  
 Greeley, CO 80634  
 Steamboat Springs, CO 80488



**LEGEND :**  
 AM | PM (turning movement counts) XX | YY  
 Turning Movements

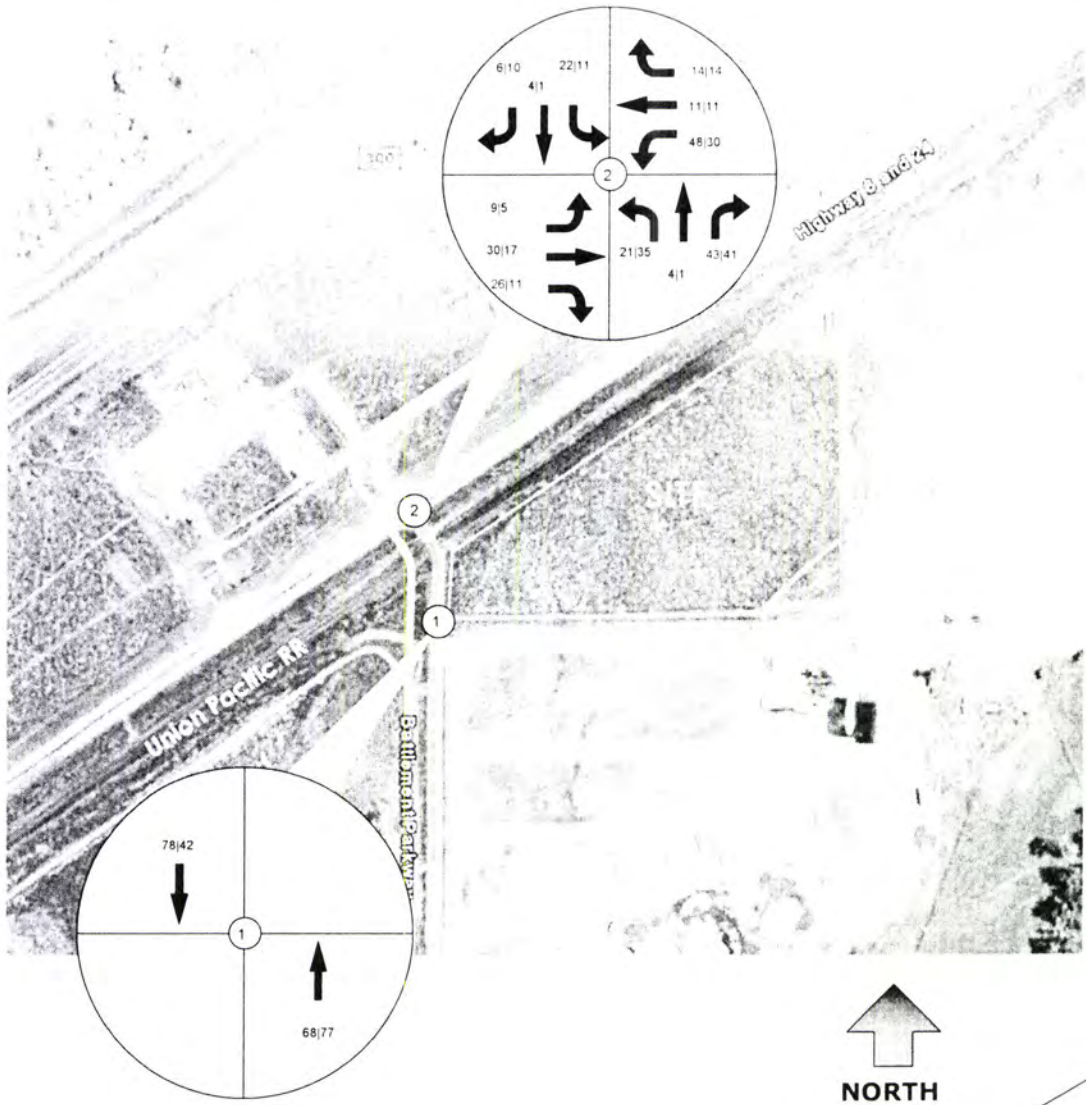
### 3.0 Projected Background Traffic Growth

Existing traffic data was collected at the intersections of US 6/24 and CR 300. Evening peak hour counts (4-6pm) were conducted by All Traffic Data Services, Inc. on Wednesday, August 29, 2007, and morning peak hour counts (6:30-8:30am) were performed on Thursday, August 30, 2007, the results of which are illustrated in **Figure 4**. Complete printouts of all traffic counts can be found in the **Appendix** of this report.

Growth Rates were determined by using the Colorado Department twenty-year factor of 1.98, resulting in an annual growth rate of 3.47%. This annual growth rate was applied to all movements for Year 2008 and Year 2030 background traffic projections. Projected Year 2008 background traffic can be seen in **Figure 5**. The estimated Year 2030 background traffic volumes can be seen in **Figure 6**.



Figure 4: Year 2007 Existing Traffic

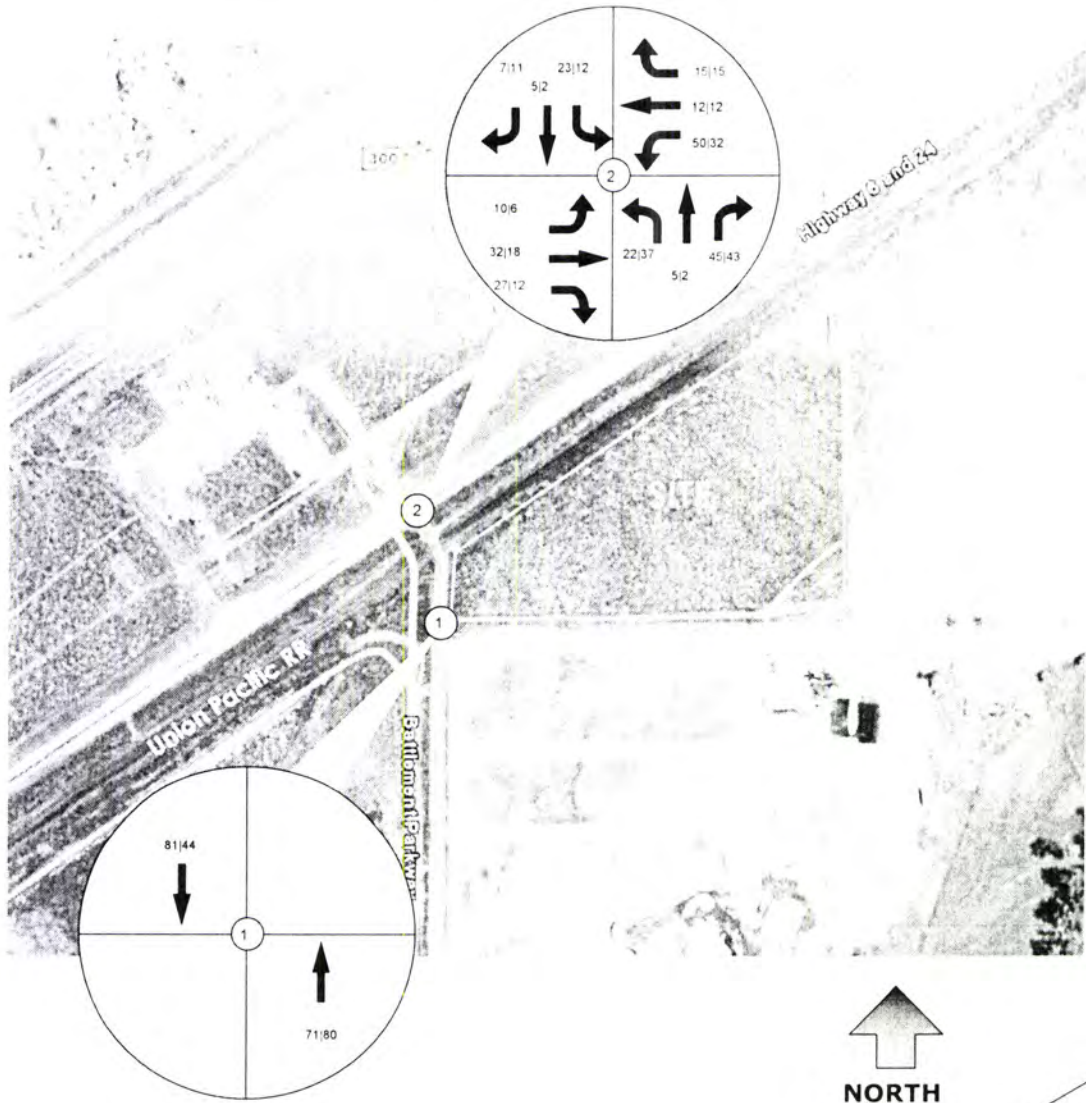


**Drexel, Barrell & Co.**  
 1800 38th Street  
 123 N 7th Street  
 6365 Corporate Drive  
 910 54th Avenue, Suite 210  
 2955 Village Drive, Suite 14

Boulder, CO 80301  
 Grand Junction, CO 81501  
 Colorado Springs, CO 80919  
 Greeley, CO 80634  
 Steamboat Springs, CO 80488

**LEGEND :**  
 AM | PM (turning movement counts) XX | YY  
 Turning Movements

Figure 5: Year 2008 Background Traffic



**Drexel, Barrell & Co.**

1800 38th Street  
 123 N 7th Street  
 6365 Corporate Drive  
 910 54th Avenue, Suite 210  
 2955 Village Drive, Suite 14

Boulder, CO 80301  
 Grand Junction, CO 81501  
 Colorado Springs, CO 80919  
 Greeley, CO 80634  
 Steamboat Springs, CO 80488

**LEGEND :**

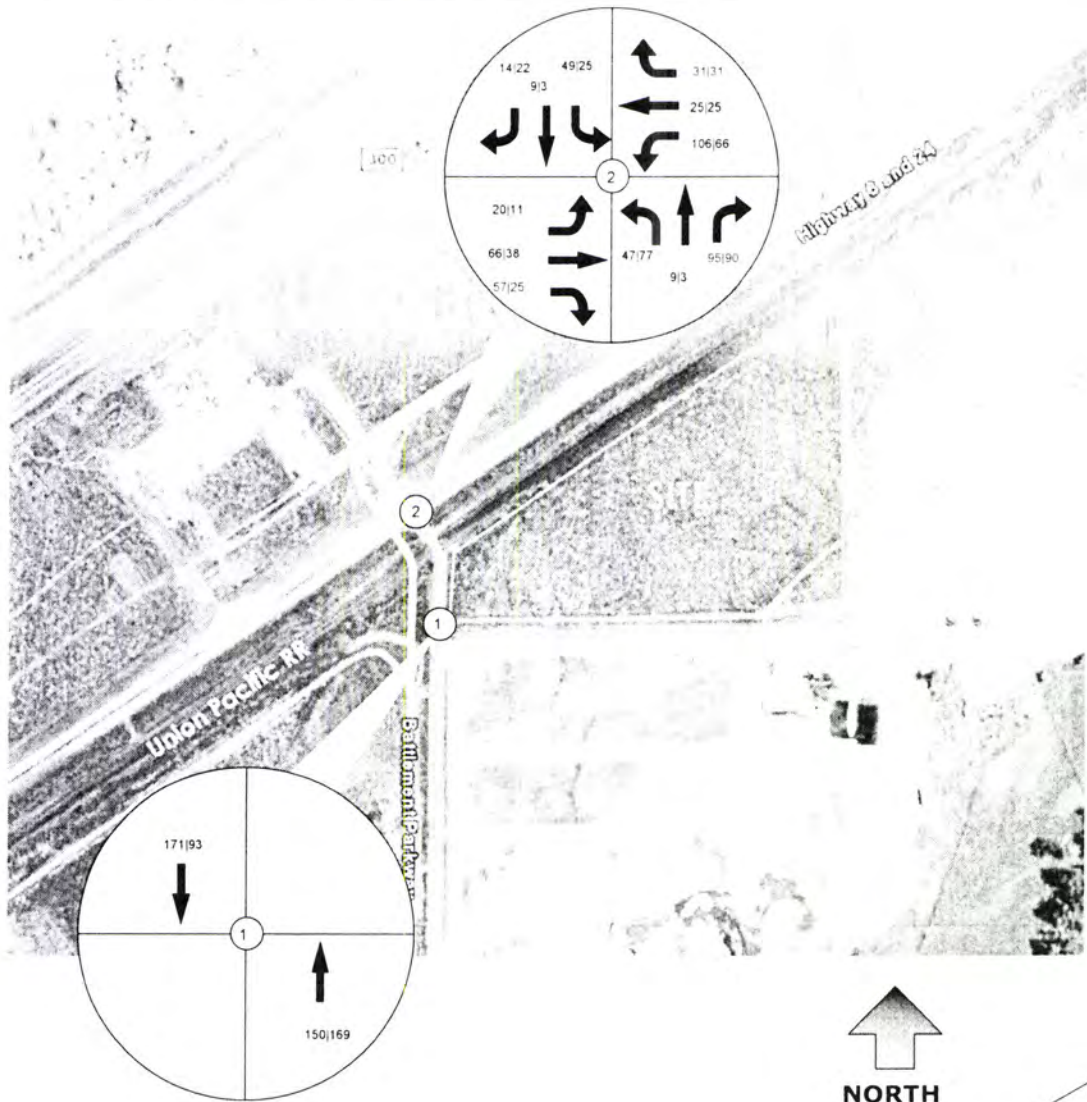
AM | PM (turning movement counts) XX|YY

Turning Movements





Figure 6: Year 2030 Background Traffic



**Drexel, Barrell & Co.**  
 1800 38th Street  
 123 N 7th Street  
 6365 Corporate Drive  
 910 54th Avenue, Suite 210  
 2955 Village Drive, Suite 14

Boulder, CO 80301  
 Grand Junction, CO 81501  
 Colorado Springs, CO 80919  
 Greeley, CO 80634  
 Steamboat Springs, CO 80488

**LEGEND :**

AM | PM (turning movement counts) XX|YY

Turning Movements



## 4.0 Total Projected Traffic

When the assigned project-generated traffic is added to the estimated background traffic for the given analysis Year, this gives the projected Total peak hour volumes. Total traffic volumes can be seen in **Figures 7 and 8**, for Year 2008 and Year 2030, respectively.

## 5.0 Level of Service Analysis

The impacts of the proposed Una development were determined by performing peak-hour analyses utilizing SYNCHRO 5 software. SYNCHRO is traffic analysis software that utilizes the Highway Capacity Manual methodology.

The results are reported as Levels of Service (LOS) and can range from LOS A (Little or no delay) to LOS F (Extreme Delay).

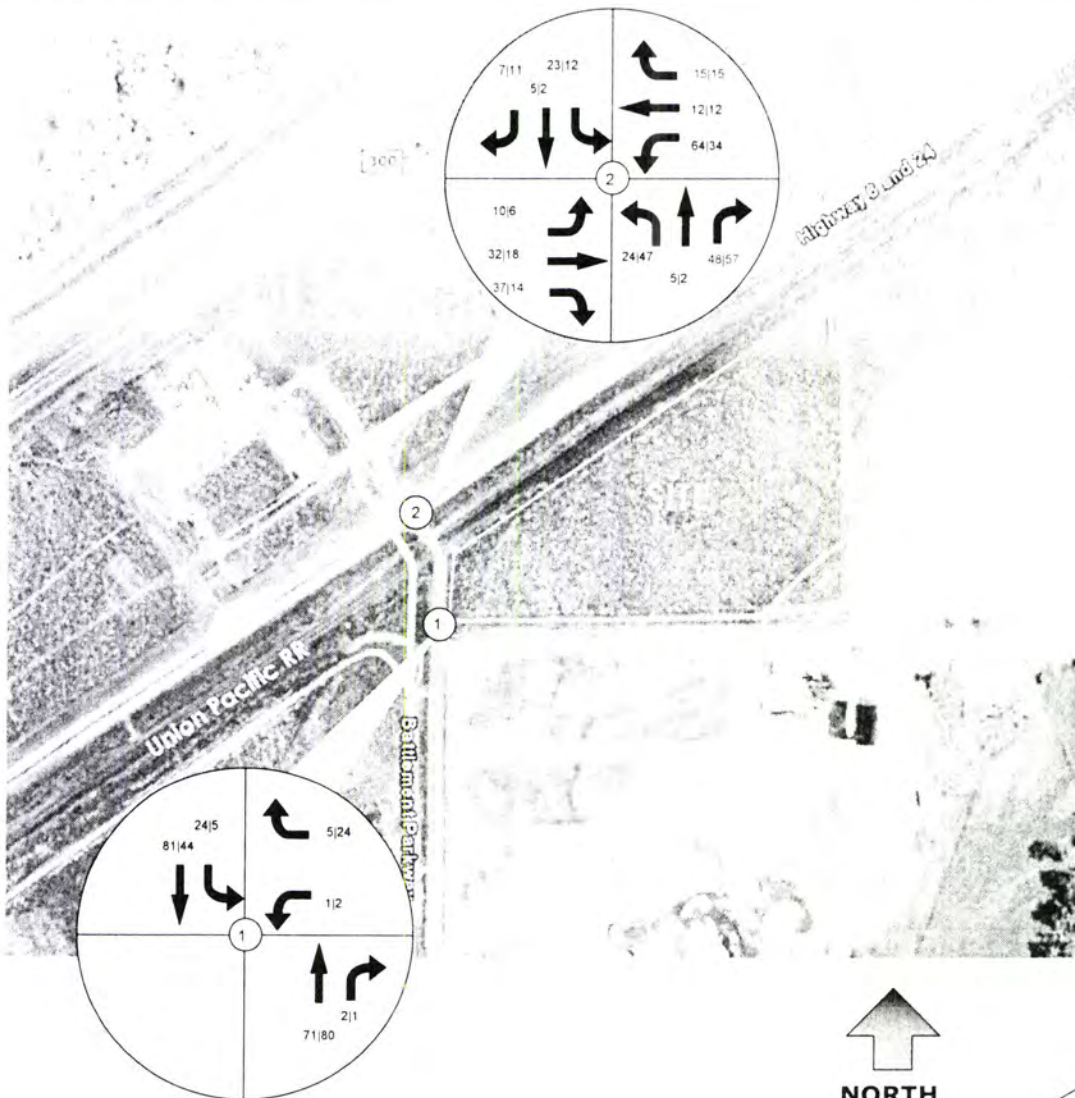
2000 Highway Capacity Manual LOS Definitions for unsignalized intersections:

<b>STOP-CONTROLLED INTERSECTION</b>		
LOS	Expected Delay to Minor Street Traffic	Average Control Delay (s/veh)
A	Little or no delay.	0-10
B	Short traffic delays.	>10-15
C	Average traffic delays.	>15-25
D	Long traffic delays.	>25-35
E	Very long traffic delays.	>35-50
F	When volume exceeds the capacity of the lane, extreme delays will be encountered with queuing that may cause severe congestion affecting other traffic movements in the intersection. This condition usually warrants improving the intersection.	>50

Levels of Service calculations were performed for the existing intersections of US 6/24 and County Road 300 as well as County Road 300 and the proposed site access for Year 2008 and Year 2030 background and total traffic.



Figure 6: Year 2008 Total Traffic



**Drexel, Barrell & Co.**

1800 38th Street  
 123 N 7th Street  
 6365 Corporate Drive  
 910 54th Avenue, Suite 210  
 2955 Village Drive, Suite 14

Boulder, CO 80301  
 Grand Junction, CO 81501  
 Colorado Springs, CO 80919  
 Greeley, CO 80634  
 Steamboat Springs, CO 80488

**LEGEND :**

AM | PM (turning movement counts) XX | YY

Turning Movements



Figure 8: Year 2030 Total Traffic



**Drexel, Barrell & Co.**

1800 38th Street  
 123 N 7th Street  
 6365 Corporate Drive  
 910 54th Avenue, Suite 210  
 2955 Village Drive, Suite 14

Boulder, CO 80301  
 Grand Junction, CO 81501  
 Colorado Springs, CO 80919  
 Greeley, CO 80634  
 Steamboat Springs, CO 80488

**LEGEND :**

AM | PM (turning movement counts) XX|YY

Turning Movements





## 5.1 Heavy Vehicle Factor

A heavy vehicle percentage of 50% was used for all movements on CR 300 and 25% for all movements on US 6. This data was estimated during a site visit, and not collected with All Traffic Data's traffic counts. An increase in the percentage of heavy vehicles into a two-way stop controlled intersection increases the "critical gap" time ( $t_c$ ) in traffic needed for a vehicle to make a turning movement. (HCM, 2000)

## 5.2 Levels of Service

US Highway 6/24 and County Road 300: This northbound leg of this two-way stop-controlled intersection is anticipated to operate at LOS B under Year 2008 conditions during the morning peak hour, with or without project-generated traffic. The northbound movement under Year 2008 evening conditions is anticipated to operate at the boundary between LOS A and LOS B, with an average of 10.0 seconds of delay under background conditions and 10.2 seconds with the addition of project-generated traffic. The southbound movement is not anticipated to involve project-generated traffic. However, this movement is also anticipated to operate at LOS B during the morning peak hour and LOS A during the evening peak hour, with or without project-generated traffic.

Under projected Year 2030 conditions, it is expected that the northbound movement of this intersection will operate at LOS B during both analyzed peak hours, with or without the addition of project-generated traffic. The southbound leg is anticipated to operate at LOS C during the morning peak hour and LOS B during the evening peak hour, with or without project-generated traffic.

The addition of any auxiliary deceleration or acceleration lanes warranted by the State Highway Access Code are not anticipated to have a significant impact on the delay experienced at this intersection. Synchro analysis showing the addition of an eastbound right turn lane and a westbound left turn lane can also be seen in the **Appendix** as comparison.

The 95<sup>th</sup> percentile queue for the northbound traffic at the intersection of US 6 / CR 300 is anticipated to be 35 feet or less during the Year 2030 peak hours. Therefore, given current traffic projections, it is not anticipated that traffic queues from the US 6 / CR 300 intersection will cause traffic to back up to the railroad tracks located approximately 100 feet to the south. However, given the large amount of truck traffic on CR 300, it is possible that two or more northbound trucks could queue onto the tracks. Therefore, signage should

be installed to warn drivers not to stop on the railroad tracks. MUTCD Sign R8-8 should be installed south of the railroad tracks.

County Road 300 and Una Development Site Access: There is an existing westbound stop-controlled access to the site located approximately 340 feet south of US 6. Upon buildout, the site access is anticipated to operate at a Level of Service A with the addition of project-generated traffic through Year 2030.

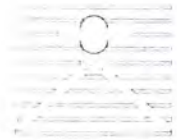
The site access' sight distance should be confirmed as part of site engineering design. Sight distance shall comply with Garfield County and AASHTO design standards for a 35mph (posted speed) roadway.

Union Pacific Railroad: The Union Pacific Railroad crosses CR 300 approximately 110 feet south of the US 6 / CR 300 intersection. The crossings of CR 300 will typically impact traffic on US 6 because the train is preventing eastbound right and westbound left movements from US 6 to CR 300. It will also back up traffic on CR 300 to the south.

Specific operational information was not obtained for this crossing. However, with typical coal train assumptions (5,000 feet in length, traveling at 30mph) it can be approximated that CR 300 could be blocked for approximately two minutes per train.

Refer to **Table 2** for a HCM Level of Service Summary.





**DREXEL, BARRELL & CO**  
 Engineers - Surveyors  
 Phone 303-442-4338  
 Fax 303-442-4373

**Table 2**  
**Level of Service (LOS) Analyses**

Intersection	Traffic Control	Year 2007		2008				Year 2030			
		Existing Traffic		Background Traffic		Total Traffic		Background Traffic		Total Traffic	
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
<b>US 6/24 &amp; CR 300</b>	NB-SB	(w/o turn lanes)		(w/o turn lanes)		(w/o turn lanes)		(w/o turn lanes)		(w/o turn lanes)	
EB Approach	Stop	A (A)	A (A)	A (A)	A (A)	A (A)	A (A)	A (A)	A (A)	A (A)	A (A)
WB Approach		A (A)	A (A)	A (A)	A (A)	A (A)	A (A)	A (A)	A (A)	A (A)	A (A)
NB Approach		A (B)	A (A)	B (B)	A (A)	B (B)	B (B)	B (B)	B (B)	B (B)	B (B)
SB Approach		B (B)	A (A)	B (B)	A (A)	B (B)	A (A)	C (C)	B (B)	C (C)	B (B)
<b>CR 300 &amp; Site Access</b>	WB										
WB Approach	Stop	-	-	-	-	A	A	-	-	A	B
SB Approach		-	-	-	-	A	A	-	-	A	A

## 6.0 Site Access

### 6.1 County Road 300 Site Distance

The intersection of US 6 and County Road 300 does not appear to have any sight distance issues. The site access' engineering design should examine the vertical sight distance available to the north, especially in regard to the railroad crossing.

### 6.2 US 6 Auxiliary Turn Lanes

According to the State *Highway Access Code, 2002*, an eastbound right turn deceleration lane on US 6/24 (R-A Classification) is required if peak hour turning movements exceed 25 vehicles per hour (vph). Existing peak hour counts show that this movement currently experiences 26 vph during the morning peak hour. Therefore, an eastbound right turn and deceleration lane is currently warranted without the addition of project-generated traffic. Following buildout of this development, it is anticipated that project-generated traffic would account for approximately 27% of morning peak hour traffic using this movement.



According to the Access Code, a westbound left turn deceleration lane with taper and storage length on US 6/24 is required for an access with a projected peak hour left ingress turning volume greater than 10 vph. According to counts obtained for this study, this movement currently experiences 48 westbound left turning vehicles during the morning peak hour and 30 westbound left turning vehicles during the evening peak hour. Therefore, a westbound left turn and deceleration lane is currently warranted without the addition of project-generated traffic. Following buildout of this development, it is anticipated that project-generated





traffic would account for approximately 20% of morning peak hour traffic using this movement.

A northbound right turn acceleration lane is required when there are greater than 50 vehicles per hour using this movement. Counts obtained for this study show a total of 43 vehicles using this movement. Using section 2.3(4)(e) of the State Highway Access Code, 2002, a passenger car equivalent of 3 for every heavy vehicle should be taken. To currently trigger the construction of a right turn acceleration lane, a heavy vehicle percentage of 6% would be sufficient to trigger the construction of this auxiliary lane. Given that during a September 9, 2007 site visit, the percent of heavy vehicles observed using this highway access were approximately 50%, it is projected that the northbound right turn acceleration lane is currently justified, with or without the addition of project-generated traffic. Following buildout of this development, it is anticipated that project-generated traffic would account for approximately 25% of evening peak hour traffic using this movement.

The northbound left turn acceleration lane "may be required if it would be a benefit to the safety and operation of the roadway." (SHAC, 3.8(5)(e)) Given the high percentage of heavy vehicles currently using the access and that all other auxiliary lanes associated with the southern leg of the CR 300 / US 6 intersection are warranted by existing traffic, the northbound left turn acceleration lane may provide a benefit to the safety and operation of this access. Following buildout of this development, it is anticipated that project-generated traffic would account for approximately 22% of evening peak hour traffic using this movement.

While project-generated traffic is unlikely to use the eastbound left turning movement from Highway 6, the peak hour counts recorded as part of this study (9 vph) indicate that an eastbound left turn deceleration lane is most likely warranted if any significant percentage of traffic consists of heavy vehicles. Similarly, a westbound right turn deceleration lane might also be warranted if heavy vehicle percentages exceed 40% upon this movement.

### 6.3 State Highway Access Permit

The southern leg of the US 6/24 and CR 300 is expected to experience a total of 128 inbound and outbound trips during the morning peak hour per the projected Year 2008 calculations. During the evening peak hour, the southern leg is projected to experience a total of 128 trips. Given a peak hour total of 29 trips (both morning and evening) from the proposed site access, this would yield an estimated maximum peak hour increase in traffic

of approximately 23%. This meets the twenty percent threshold specified in section 2.6 (3) of the *Colorado State Highway Access Code* for the revision of an access permit.

Per conversations with CDOT staff, there is not currently an Access Permit for the intersection of US 6/24 and CR 300. As Garfield County Road 300 is the direct access to US 6, CDOT is anticipating that Garfield County will be submitting an access permit application.

## **7.0 Recommendations**

The intersections of US 6/24 and CR 300 and the CR 300 and Una Site Access are expected to function satisfactorily both at project build-out and in the Year 2030 planning horizon from a capacity standpoint.

According to the Colorado State Highway Access Code, section 3.8 (5), both eastbound right and westbound left deceleration and turn lanes are currently warranted by the existing traffic volumes at this location. A northbound right turn acceleration lane also appears to be currently justified. The northbound left turn acceleration lane warrant does not have a specific traffic volume trigger, but may be warranted, especially if through volumes on US 6/24 increase significantly. No additional off-site improvements are triggered by the proposed Una development.

A State Highway Access Permit should be submitted to the Colorado Department of Transportation by Garfield County for the existing traffic using the southern leg of the US 6/24 and CR 300 intersection.

A MUTCD Sign R8-8 "Do not stop on Tracks" should be installed south of the railroad tracks.

## **8.0 Conclusions**

The overall Levels of Service in the surrounding roadway network of the proposed Una development are anticipated to be acceptable through the long-range planning horizon, provided the recommended improvements are made.



**Appendix:  
Traffic Data  
August 30-31, 2007**

**US 6/24 and County Road 300  
CDOT Straight Line Diagram (006M)**

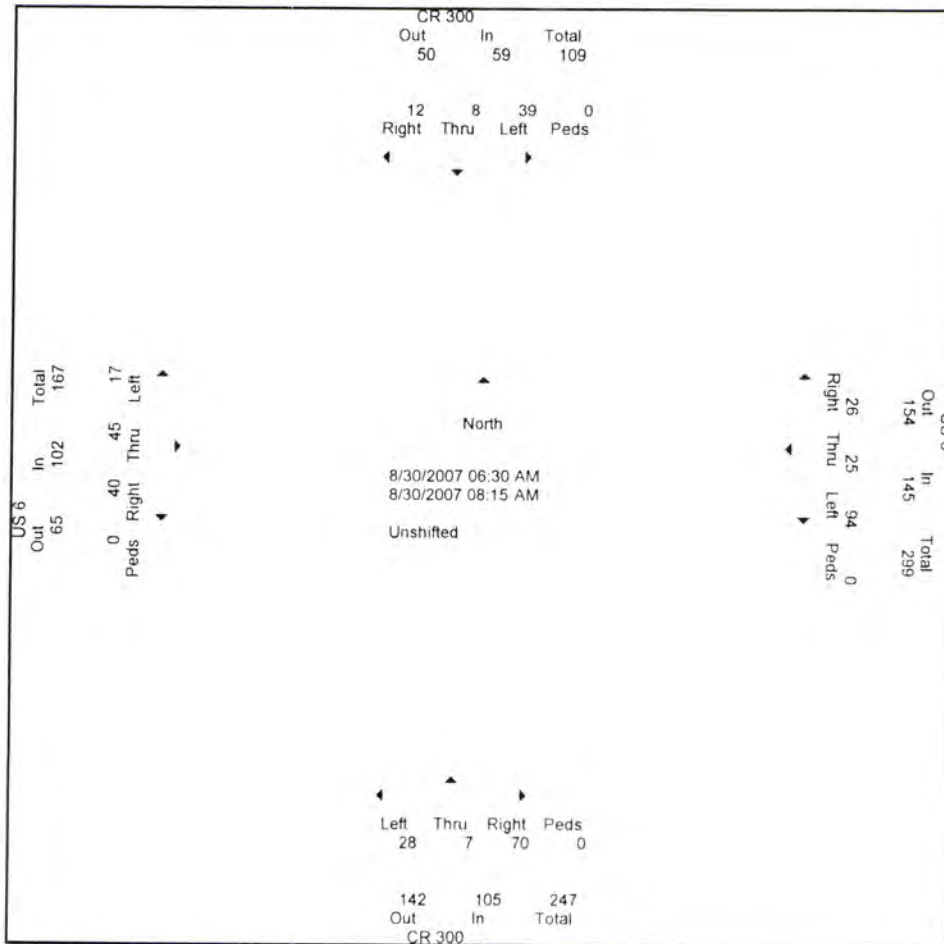


All Traffic Data Services, Inc.  
 9660 W. 44th Ave.  
 Wheat Ridge, CO 80033

File Name : US6&CR300AM  
 Site Code : 00000000  
 Start Date : 8/30/2007  
 Page No : 1

Groups Printed- Unshifted

Start Time	CR 300 Southbound				US 6 Westbound				CR 300 Northbound				US 6 Eastbound				Int	Total
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds		
06:30 AM	5	0	2	0	12	3	2	0	4	0	13	0	2	8	7	0	58	
06:45 AM	4	2	2	0	10	2	3	0	5	1	12	0	1	9	5	0	56	
Total	9	2	4	0	22	5	5	0	9	1	25	0	3	17	12	0	114	
07:00 AM	5	1	1	0	11	2	5	0	8	1	10	0	4	8	8	0	64	
07:15 AM	8	1	1	0	15	4	4	0	4	2	8	0	2	5	6	0	60	
07:30 AM	6	2	3	0	13	5	8	0	2	1	5	0	3	5	5	0	58	
07:45 AM	4	1	2	0	18	2	2	0	1	1	6	0	2	2	5	0	46	
Total	23	5	7	0	57	13	19	0	15	5	29	0	11	20	24	0	228	
08:00 AM	5	1	1	0	10	3	1	0	2	1	7	0	2	6	3	0	42	
08:15 AM	2	0	0	0	5	4	1	0	2	0	9	0	1	2	1	0	27	
Grand Total	39	8	12	0	94	25	26	0	28	7	70	0	17	45	40	0	411	
Apprch %	66.1	13.6	20.3	0	64.8	17.2	17.9	0	26.7	6.7	66.7	0	16.7	44.1	39.2	0		
Total %	9.5	1.9	2.9	0	22.9	6.1	6.3	0	6.8	1.7	17	0	4.1	10.9	9.7	0		



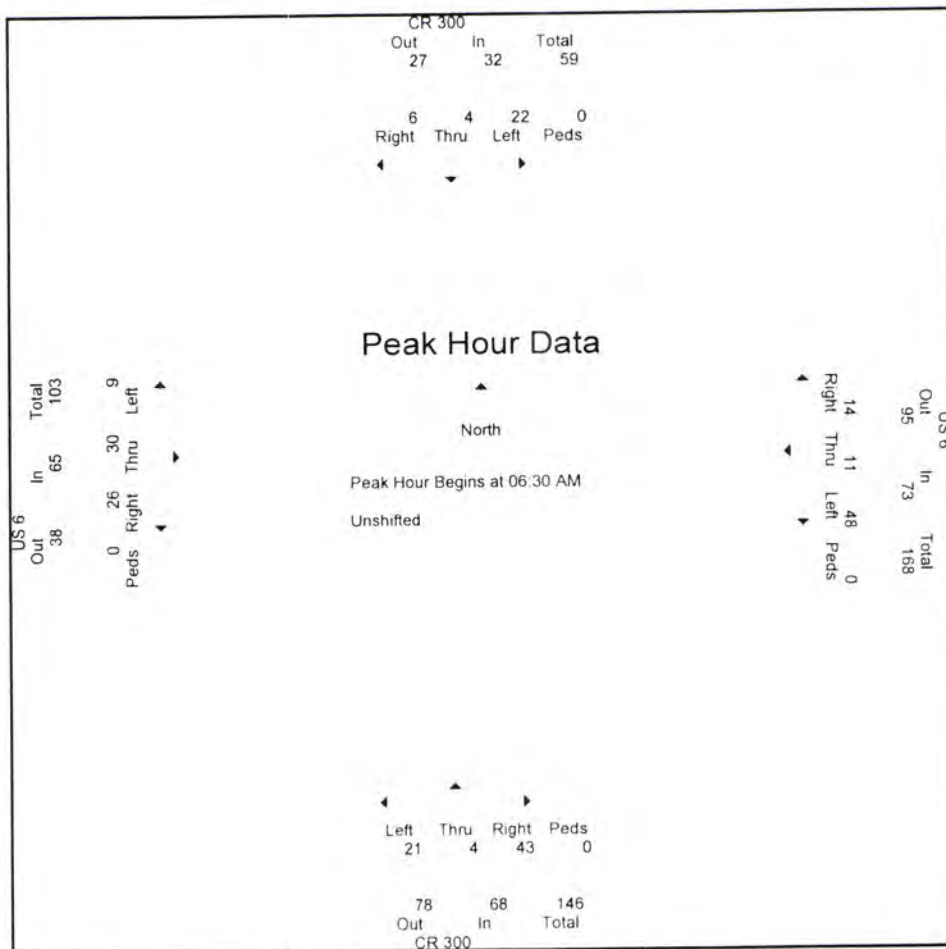




All Traffic Data Services, Inc.  
 9660 W. 44th Ave.  
 Wheat Ridge, CO 80033

File Name : US6&CR300AM  
 Site Code : 00000000  
 Start Date : 8/30/2007  
 Page No : 2

Start Time	CR 300 Southbound				App. Total	US 6 Westbound				App. Total	CR 300 Northbound				App. Total	US 6 Eastbound				App. Total	Int. Total
	Left	Thru	Right	Peds		Left	Thru	Right	Peds		Left	Thru	Right	Peds		Left	Thru	Right	Peds		
Peak Hour Analysis From 06:30 AM to 08:15 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 06:30 AM																					
06:30 AM	5	0	2	0	7	12	3	2	0	17	4	0	13	0	17	2	8	7	0	17	58
06:45 AM	4	2	2	0	8	10	2	3	0	15	5	1	12	0	18	1	9	5	0	15	56
07:00 AM	5	1	1	0	7	11	2	5	0	18	8	1	10	0	19	4	8	8	0	20	64
07:15 AM	8	1	1	0	10	15	4	4	0	23	4	2	8	0	14	2	5	6	0	13	60
Total Volume	22	4	6	0	32	48	11	14	0	73	21	4	43	0	68	9	30	26	0	65	238
% App. Total	68.8	12.5	18.8	0	65.8	15.1	19.2	0	0	30.9	5.9	63.2	0	0	13.8	46.2	40	0	0	81.3	93.0
PHF	688	500	750	000	800	800	688	700	000	793	656	500	827	000	895	563	833	813	000	813	930



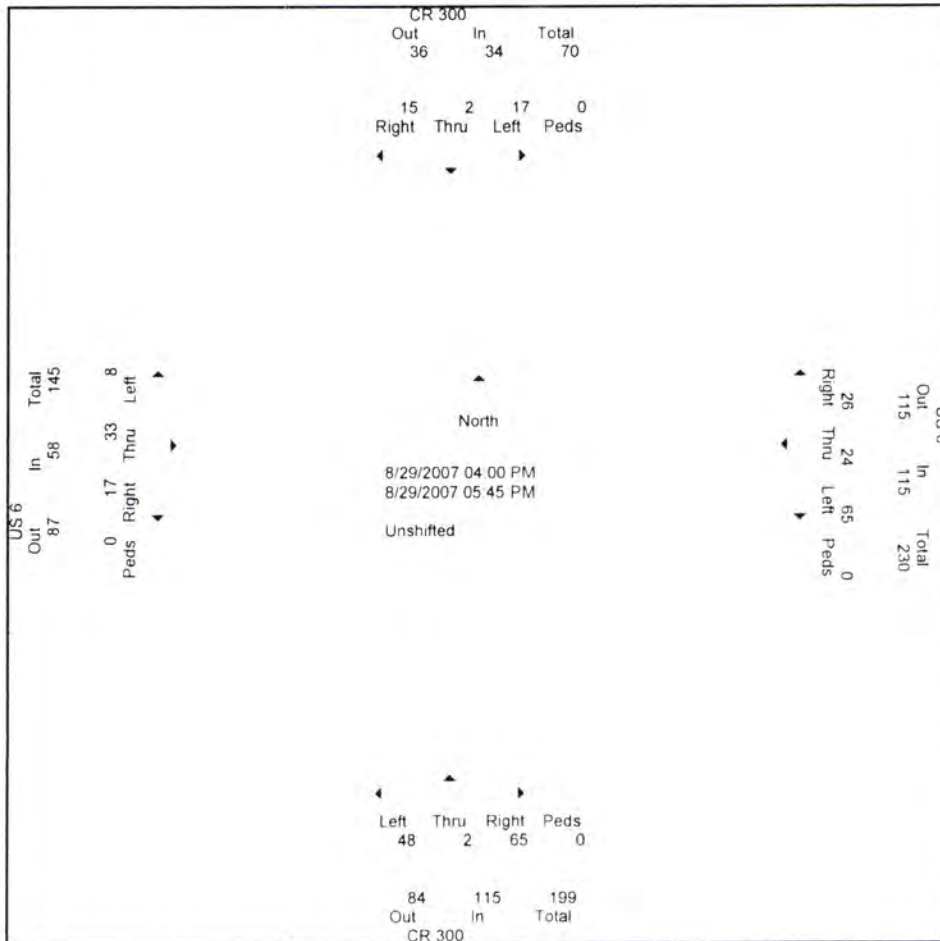


All Traffic Data Services, Inc.  
 9660 W. 44th Ave.  
 Wheat Ridge, CO 80033

File Name : US6&CR300PM  
 Site Code : 00000000  
 Start Date : 8/29/2007  
 Page No : 1

Groups Printed- Unshifted

Start Time	CR 300 Southbound				US 6 Westbound				CR 300 Northbound				US 6 Eastbound				Int	Total
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds		
04:00 PM	1	0	0	0	9	3	1	0	3	0	6	0	0	4	1	0	28	
04:15 PM	1	0	2	0	7	2	2	0	2	0	3	0	0	5	2	0	26	
04:30 PM	2	0	1	0	12	4	2	0	5	1	9	0	0	2	2	0	40	
04:45 PM	4	0	4	0	11	5	3	0	9	0	10	0	1	6	2	0	55	
Total	8	0	7	0	39	14	8	0	19	1	28	0	1	17	7	0	149	
05:00 PM	2	1	2	0	6	2	5	0	11	1	8	0	1	5	1	0	45	
05:15 PM	3	0	1	0	8	2	2	0	11	0	12	0	2	2	3	0	46	
05:30 PM	2	0	3	0	5	2	4	0	4	0	11	0	1	4	5	0	41	
05:45 PM	2	1	2	0	7	4	7	0	3	0	6	0	3	5	1	0	41	
Total	9	2	8	0	26	10	18	0	29	1	37	0	7	16	10	0	173	
Grand Total	17	2	15	0	65	24	26	0	48	2	65	0	8	33	17	0	322	
Apprch %	50	5.9	44.1	0	56.5	20.9	22.6	0	41.7	1.7	56.5	0	13.8	56.9	29.3	0		
Total %	5.3	0.6	4.7	0	20.2	7.5	8.1	0	14.9	0.6	20.2	0	2.5	10.2	5.3	0		



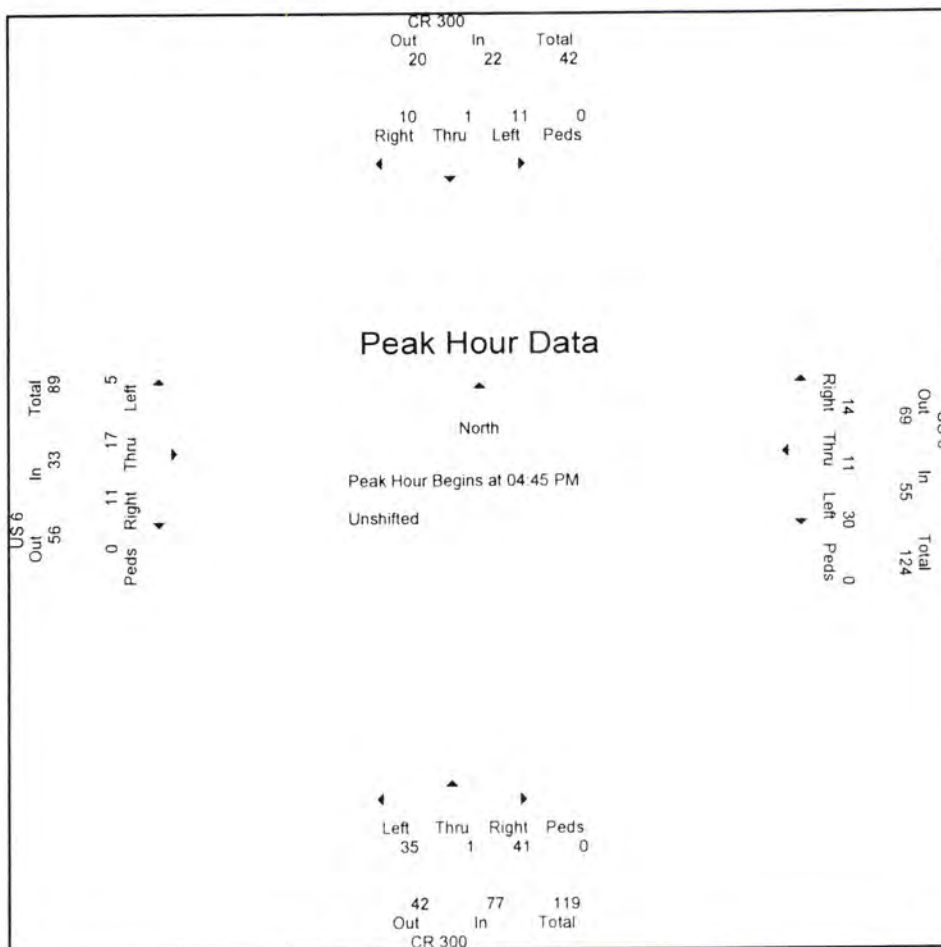




All Traffic Data Services, Inc.  
 9660 W. 44th Ave.  
 Wheat Ridge, CO 80033

File Name : US6&CR300PM  
 Site Code : 00000000  
 Start Date : 8/29/2007  
 Page No : 2

Start Time	CR 300 Southbound					US 6 Westbound					CR 300 Northbound					US 6 Eastbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	4	0	4	0	8	11	5	3	0	19	9	0	10	0	19	1	6	2	0	9	55
05:00 PM	2	1	2	0	5	6	2	5	0	13	11	1	8	0	20	1	5	1	0	7	45
05:15 PM	3	0	1	0	4	8	2	2	0	12	11	0	12	0	23	2	2	3	0	7	46
05:30 PM	2	0	3	0	5	5	2	4	0	11	4	0	11	0	15	1	4	5	0	10	41
Total Volume	11	1	10	0	22	30	11	14	0	55	35	1	41	0	77	5	17	11	0	33	187
% App. Total	50	4.5	45.5	0		54.5	20	25.5	0		45.5	13	53.2	0		15.2	51.5	33.3	0		
PHF	688	250	625	000	688	682	550	700	000	724	795	250	854	000	837	625	708	550	000	825	850



006M From 65 To 76

GARFIELD

MESA

- 006M
- Highways
- Streams
- Counties
- Lakes
- Cities



Colorado Department of Transportation

The information contained in this map is based on the most currently available data and has been checked for accuracy. CDOT does not guarantee the accuracy of any information presented, is not liable in any respect for any errors or omissions, and is not responsible for determining fitness for use.

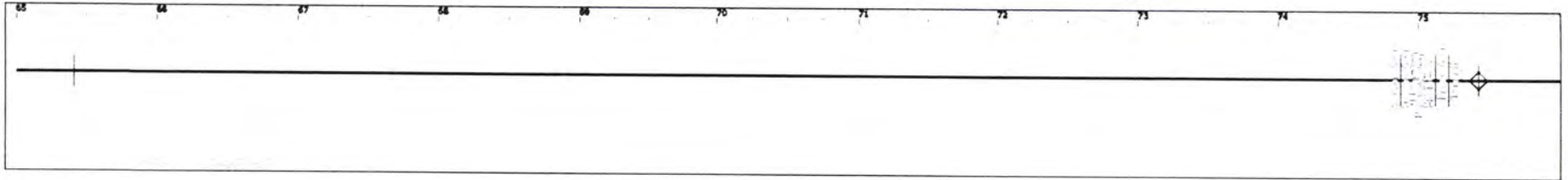
Map Created:  
Mon Jun 2 09:26:06 2008





006M  
From 65 To 76

- ◇ Ramps
- Overpass
- | Underpass



CLASSIFICATION

Access Control

JURISDICTION

City

County

SAFETY

Speed Limit 55 30

TRAFFIC

AADT	1000				
AADT Year	2007				
Peak Truck Percentage	10.2	8	9.4		
Off Peak Truck Percentage	16.4	9	6		
Year 20 Factor	1.98				
DHV	12	8	9		

It may appear that information is missing from the straight line diagram. If so, reduce the number of miles/page (Step 3) and re-submit the request.

**Appendix:  
Synchro Calculations**

**US 6/24 and CR 300  
CR 300 and Site Access**



HCM Unsignalized Intersection Capacity Analysis

3: US 6/24 & CR 300

H:\J1064-1\Reports\Traffic\Synchro\2007existam.sy6 J1064-1\Reports\Traffic\Synchro\2007existam.sy6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	9	30	26	48	11	14	21	4	43	22	4	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	10	33	28	52	12	15	23	4	47	24	4	7
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	27			61			199	198	47	239	204	20
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	99			96			96	99	95	96	99	99
cM capacity (veh/h)	1450			1408			637	594	902	610	625	996
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	71	79	74	35								
Volume Left	10	52	23	24								
Volume Right	28	15	47	7								
cSH	1450	1408	778	660								
Volume to Capacity	0.01	0.04	0.10	0.05								
Queue Length (ft)	1	3	8	4								
Control Delay (s)	1.1	5.1	10.1	10.8								
Lane LOS	A	A	B	B								
Approach Delay (s)	1.1	5.1	10.1	10.8								
Approach LOS			B	B								

Intersection Summary













Average Delay		6.2		
Intersection Capacity Utilization		22.8%	ICU Level of Service	A

HCM Unsignalized Intersection Capacity Analysis













3: US 6/24 & CR 300

H:\J1064-1\Reports\Traffic\Synchro\2007existamwturnlanes.sy6

With WBL and EBR Turn Lanes

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↗	↖	↘			↕			↕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	9	30	26	48	11	14	21	4	43	22	4	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	10	33	28	52	12	15	23	4	47	24	4	7
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	27			61			177	184	33	225	204	20
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	99			96			97	99	95	96	99	99
cM capacity (veh/h)	1450			1408			659	605	919	624	625	996
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	42	28	52	27	74	35						
Volume Left	10	0	52	0	23	24						
Volume Right	0	28	0	15	47	7						
cSH	1450	1700	1408	1700	797	671						
Volume to Capacity	0.01	0.02	0.04	0.02	0.09	0.05						
Queue Length (ft)	1	0	3	0	8	4						
Control Delay (s)	1.8	0.0	7.7	0.0	10.0	10.7						
Lane LOS	A		A		A	B						
Approach Delay (s)	1.1		5.0		10.0	10.7						
Approach LOS					A	B						
Intersection Summary												
Average Delay			6.1									
Intersection Capacity Utilization			20.0%		ICU Level of Service				A			



												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕			⇕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	5	17	11	30	11	14	35	1	41	11	1	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	5	18	12	33	12	15	38	1	45	12	1	11
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	27			30			132	128	24	165	126	20
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	100			98			95	100	95	98	100	99
cM capacity (veh/h)	1450			1446			718	664	929	699	705	996
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	36	60	84	24								
Volume Left	5	33	38	12								
Volume Right	12	15	45	11								
cSH	1450	1446	816	809								
Volume to Capacity	0.00	0.02	0.10	0.03								
Queue Length (ft)	0	2	9	2								
Control Delay (s)	1.2	4.2	9.9	9.6								
Lane LOS	A	A	A	A								
Approach Delay (s)	1.2	4.2	9.9	9.6								
Approach LOS			A	A								

Intersection Summary

Average Delay		6.6		
Intersection Capacity Utilization		17.8%	ICU Level of Service	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↗	↖	↕			↕			↕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	5	17	11	30	11	14	35	1	41	11	1	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	5	18	12	33	12	15	38	1	45	12	1	11
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	27			30			118	122	18	159	126	20
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	100			98			95	100	95	98	100	99
cM capacity (veh/h)	1450			1446			733	670	937	706	705	996
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	24	12	33	27	84	24						
Volume Left	5	0	33	0	38	12						
Volume Right	0	12	0	15	45	11						
cSH	1450	1700	1446	1700	828	813						
Volume to Capacity	0.00	0.01	0.02	0.02	0.10	0.03						
Queue Length (ft)	0	0	2	0	8	2						
Control Delay (s)	1.7	0.0	7.5	0.0	9.8	9.6						
Lane LOS	A		A		A	A						
Approach Delay (s)	1.1		4.1		9.8	9.6						
Approach LOS					A	A						

Intersection Summary

Average Delay		6.6				
Intersection Capacity Utilization		20.0%	ICU Level of Service		A	



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕			⇕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	9	31	27	50	11	14	22	4	44	23	4	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	10	34	29	54	12	15	24	4	48	25	4	7
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	27			63			205	204	48	246	211	20
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	99			96			96	99	95	96	99	99
cM capacity (veh/h)	1450			1405			630	588	900	602	618	996
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	73	82	76	36								
Volume Left	10	54	24	25								
Volume Right	29	15	48	7								
cSH	1450	1405	772	651								
Volume to Capacity	0.01	0.04	0.10	0.06								
Queue Length (ft)	1	3	8	4								
Control Delay (s)	1.1	5.2	10.2	10.9								
Lane LOS	A	A	B	B								
Approach Delay (s)	1.1	5.2	10.2	10.9								
Approach LOS			B	B								
Intersection Summary												
Average Delay			6.3									
Intersection Capacity Utilization			23.2%		ICU Level of Service				A			

HCM Unsignalized Intersection Capacity Analysis

3: US 6/24 & CR 300













H:\J1064-1\Reports\Traffic\Synchro\2008 BG AM WTurnLanes.sy6 With EBR and WBL Turn Lanes

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔	↗	↖	↔			↕			↕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	9	31	27	50	11	14	22	4	44	23	4	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	10	34	29	54	12	15	24	4	48	25	4	7
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type							None			None		
Median storage (veh)												
vC, conflicting volume	27			63			183	189	34	232	211	20
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	99			96			96	99	95	96	99	99
cM capacity (veh/h)	1450			1405			653	600	918	617	618	996
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	43	29	54	27	76	36						
Volume Left	10	0	54	0	24	25						
Volume Right	0	29	0	15	48	7						
cSH	1450	1700	1405	1700	792	663						
Volume to Capacity	0.01	0.02	0.04	0.02	0.10	0.05						
Queue Length (ft)	1	0	3	0	8	4						
Control Delay (s)	1.7	0.0	7.7	0.0	10.0	10.7						
Lane LOS	A		A		B	B						
Approach Delay (s)	1.0		5.1		10.0	10.7						
Approach LOS					B	B						

Intersection Summary

Average Delay		6.2				
Intersection Capacity Utilization		20.0%		ICU Level of Service		A



												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕			⇕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	5	18	11	31	11	14	36	1	42	11	1	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	5	20	12	34	12	15	39	1	46	12	1	11
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	27			32			135	131	26	170	129	20
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	100			98			95	100	95	98	100	99
cM capacity (veh/h)	1450			1444			714	661	928	693	701	996
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	37	61	86	24								
Volume Left	5	34	39	12								
Volume Right	12	15	46	11								
cSH	1450	1444	813	805								
Volume to Capacity	0.00	0.02	0.11	0.03								
Queue Length (ft)	0	2	9	2								
Control Delay (s)	1.1	4.3	10.0	9.6								
Lane LOS	A	A	A	A								
Approach Delay (s)	1.1	4.3	10.0	9.6								
Approach LOS			A	A								
Intersection Summary												
Average Delay			6.7									
Intersection Capacity Utilization		18.5%			ICU Level of Service				A			

HCM Unsignalized Intersection Capacity Analysis

3: US 6/24 & CR 300

H:\J1064-1\Reports\Traffic\Synchro\2008 BG PM WTurnLanes.sy6 With EBR and WBL Turn Lanes

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↗	↖	↕			↕			↕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	5	18	11	31	11	14	36	1	42	11	1	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	5	20	12	34	12	15	39	1	46	12	1	11
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)								None			None	
Median type												
Median storage (veh)												
vC, conflicting volume	27			32			121	125	20	164	129	20
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	100			98			95	100	95	98	100	99
cM capacity (veh/h)	1450			1444			729	666	935	700	701	996
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	25	12	34	27	86	24						
Volume Left	5	0	34	0	39	12						
Volume Right	0	12	0	15	46	11						
cSH	1450	1700	1444	1700	825	809						
Volume to Capacity	0.00	0.01	0.02	0.02	0.10	0.03						
Queue Length (ft)	0	0	2	0	9	2						
Control Delay (s)	1.7	0.0	7.6	0.0	9.9	9.6						
Lane LOS	A		A		A	A						
Approach Delay (s)	1.1		4.2		9.9	9.6						
Approach LOS					A	A						

Intersection Summary

Average Delay		6.6				
Intersection Capacity Utilization		20.0%	ICU Level of Service		A	



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	9	31	37	63	11	14	24	4	47	23	4	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	10	34	40	68	12	15	26	4	51	25	4	7
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	27			74			239	238	54	283	250	20
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	99			95			96	99	94	96	99	99
cM capacity (veh/h)	1450			1392			592	556	893	561	581	996
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	84	96	82	36								
Volume Left	10	68	26	25								
Volume Right	40	15	51	7								
cSH	1450	1392	747	612								
Volume to Capacity	0.01	0.05	0.11	0.06								
Queue Length (ft)	1	4	9	5								
Control Delay (s)	0.9	5.6	10.4	11.2								
Lane LOS	A	A	B	B								
Approach Delay (s)	0.9	5.6	10.4	11.2								
Approach LOS			B	B								

Intersection Summary

Average Delay		6.3		
Intersection Capacity Utilization		24.7%	ICU Level of Service	A

HCM Unsignalized Intersection Capacity Analysis

3: US 6/24 & CR 300

H:\J1064-1\Reports\Traffic\Synchro\2008 T AM WTurnLanes.sy6













With EBR and WBL Turn Lanes

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↗	↖	↕			↕			↕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	9	31	37	63	11	14	24	4	47	23	4	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	10	34	40	68	12	15	26	4	51	25	4	7
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	27			74			211	217	34	263	250	20
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	99			95			96	99	94	96	99	99
cM capacity (veh/h)	1450			1392			619	571	918	580	581	996
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	43	40	68	27	82	36						
Volume Left	10	0	68	0	26	25						
Volume Right	0	40	0	15	51	7						
cSH	1450	1700	1392	1700	773	628						
Volume to Capacity	0.01	0.02	0.05	0.02	0.11	0.06						
Queue Length (ft)	1	0	4	0	9	5						
Control Delay (s)	1.7	0.0	7.7	0.0	10.2	11.1						
Lane LOS	A		A		B	B						
Approach Delay (s)	0.9		5.5		10.2	11.1						
Approach LOS					B	B						

Intersection Summary

Average Delay		6.2				
Intersection Capacity Utilization		23.1%		ICU Level of Service		A



												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	5	18	13	34	11	14	46	1	56	11	1	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	5	20	14	37	12	15	50	1	61	12	1	11
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	27			34			142	139	27	192	138	20
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	100			97			93	100	93	98	100	99
cM capacity (veh/h)	1450			1442			704	653	926	656	692	996
<b>Direction, Lane #</b>	<b>EB 1</b>	<b>WB 1</b>	<b>NB 1</b>	<b>SB 1</b>								
Volume Total	39	64	112	24								
Volume Left	5	37	50	12								
Volume Right	14	15	61	11								
cSH	1450	1442	809	779								
Volume to Capacity	0.00	0.03	0.14	0.03								
Queue Length (ft)	0	2	12	2								
Control Delay (s)	1.1	4.4	10.2	9.8								
Lane LOS	A	A	B	A								
Approach Delay (s)	1.1	4.4	10.2	9.8								
Approach LOS			B	A								
<b>Intersection Summary</b>												
Average Delay			7.1									
Intersection Capacity Utilization		24.0%			ICU Level of Service				A			

HCM Unsignalized Intersection Capacity Analysis













3: US 6/24 & CR 300

H:\J1064-1\Reports\Traffic\Synchro\2008 T PM WTurnLanes.sy6

With EBR and WBL Turn Lanes

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	5	18	13	34	11	14	46	1	56	11	1	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	5	20	14	37	12	15	50	1	61	12	1	11
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	27			34			128	132	20	185	138	20
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	100			97			93	100	93	98	100	99
cM capacity (veh/h)	1450			1442			720	659	935	664	692	996
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	25	14	37	27	112	24						
Volume Left	5	0	37	0	50	12						
Volume Right	0	14	0	15	61	11						
cSH	1450	1700	1442	1700	822	784						
Volume to Capacity	0.00	0.01	0.03	0.02	0.14	0.03						
Queue Length (ft)	0	0	2	0	12	2						
Control Delay (s)	1.7	0.0	7.6	0.0	10.1	9.7						
Lane LOS	A		A		B	A						
Approach Delay (s)	1.1		4.4		10.1	9.7						
Approach LOS					B	A						
<b>Intersection Summary</b>												
Average Delay			7.0									
Intersection Capacity Utilization			23.2%		ICU Level of Service				A			





















												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	20	66	57	105	24	31	46	9	94	48	9	13
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	22	72	62	114	26	34	50	10	102	52	10	14
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	60			134			436	434	103	524	448	43
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	98			91			88	98	88	85	98	99
cM capacity (veh/h)	1409			1321			408	404	836	341	425	966
<b>Direction, Lane #</b>	<b>EB 1</b>	<b>WB 1</b>	<b>NB 1</b>	<b>SB 1</b>								
Volume Total	155	174	162	76								
Volume Left	22	114	50	52								
Volume Right	62	34	102	14								
cSH	1409	1321	602	400								
Volume to Capacity	0.02	0.09	0.27	0.19								
Queue Length (ft)	1	7	27	17								
Control Delay (s)	1.2	5.5	13.2	16.1								
Lane LOS	A	A	B	C								
Approach Delay (s)	1.2	5.5	13.2	16.1								
Approach LOS			B	C								
<b>Intersection Summary</b>												
Average Delay			7.9									
Intersection Capacity Utilization			44.7%	ICU Level of Service	A							

HCM Unsignalized Intersection Capacity Analysis

3: US 6/24 & CR 300













H:\J1064-1\Reports\Traffic\Synchro\2030 BG AM WTurnLanes.sy6 With EBR and WBL Turn Lanes

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	20	66	57	105	24	31	46	9	94	48	9	13
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	22	72	62	114	26	34	50	10	102	52	10	14
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	60			134			389	403	72	493	448	43
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	98			91			89	98	88	86	98	99
cM capacity (veh/h)	1409			1321			441	422	872	361	425	966
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	93	62	114	60	162	76						
Volume Left	22	0	114	0	50	52						
Volume Right	0	62	0	34	102	14						
cSH	1409	1700	1321	1700	638	417						
Volume to Capacity	0.02	0.04	0.09	0.04	0.25	0.18						
Queue Length (ft)	1	0	7	0	25	16						
Control Delay (s)	1.9	0.0	8.0	0.0	12.6	15.5						
Lane LOS	A		A		B	C						
Approach Delay (s)	1.1		5.2		12.6	15.5						
Approach LOS					B	C						

Intersection Summary

Average Delay			7.6			
Intersection Capacity Utilization			35.9%		ICU Level of Service	A



												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕			⇕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	11	37	24	66	24	31	77	2	90	24	2	22
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	12	40	26	72	26	34	84	2	98	26	2	24
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage veh												
vC, conflicting volume	60			66			289	280	53	362	277	43
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	99			95			84	100	89	94	100	98
cM capacity (veh/h)	1409			1401			537	522	894	469	559	966
<b>Direction, Lane #</b>	<b>EB 1</b>	<b>WB 1</b>	<b>NB 1</b>	<b>SB 1</b>								
Volume Total	78	132	184	52								
Volume Left	12	72	84	26								
Volume Right	26	34	98	24								
cSH	1409	1401	681	619								
Volume to Capacity	0.01	0.05	0.27	0.08								
Queue Length (ft)	1	4	27	7								
Control Delay (s)	1.2	4.4	12.2	11.4								
Lane LOS	A	A	B	B								
Approach Delay (s)	1.2	4.4	12.2	11.4								
Approach LOS			B	B								
<b>Intersection Summary</b>												
Average Delay			7.9									
Intersection Capacity Utilization			38.2%		ICU Level of Service				A			

HCM Unsignalized Intersection Capacity Analysis

3: US 6/24 & CR 300













H:\J1064-1\Reports\Traffic\Synchro\2030 BG PM WTurnLanes.sy6 With EBR and WBL Turn Lanes

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	11	37	24	66	24	31	77	2	90	24	2	22
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	12	40	26	72	26	34	84	2	98	26	2	24
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	60			66			259	267	40	349	277	43
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	99			95			85	100	89	95	100	98
cM capacity (veh/h)	1409			1401			563	531	910	479	559	966
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	52	26	72	60	184	52						
Volume Left	12	0	72	0	84	26						
Volume Right	0	26	0	34	98	24						
cSH	1409	1700	1401	1700	706	628						
Volume to Capacity	0.01	0.02	0.05	0.04	0.26	0.08						
Queue Length (ft)	1	0	4	0	26	7						
Control Delay (s)	1.8	0.0	7.7	0.0	11.9	11.3						
Lane LOS	A		A		B	B						
Approach Delay (s)	1.2		4.2		11.9	11.3						
Approach LOS					B	B						

Intersection Summary

Average Delay		7.7				
Intersection Capacity Utilization		34.7%		ICU Level of Service		A



												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕			⇕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	20	66	67	119	24	31	48	9	97	48	9	13
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	22	72	73	129	26	34	52	10	105	52	10	14
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	60			145			472	470	108	564	490	43
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	98			90			86	97	87	83	98	99
cM capacity (veh/h)	1409			1308			381	379	830	316	397	966
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	166	189	167	76								
Volume Left	22	129	52	52								
Volume Right	73	34	105	14								
cSH	1409	1308	578	372								
Volume to Capacity	0.02	0.10	0.29	0.20								
Queue Length (ft)	1	8	30	19								
Control Delay (s)	1.1	5.8	13.8	17.2								
Lane LOS	A	A	B	C								
Approach Delay (s)	1.1	5.8	13.8	17.2								
Approach LOS			B	C								
<b>Intersection Summary</b>												
Average Delay			8.2									
Intersection Capacity Utilization			46.6%		ICU Level of Service						A	

HCM Unsignalized Intersection Capacity Analysis













3: US 6/24 & CR 300

H:\J1064-1\Reports\Traffic\Synchro\2030 T AM WTurnLanes.sy6

With EBR and WBL Turn Lanes

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↗	↖	↕			↕			↕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	20	66	67	119	24	31	48	9	97	48	9	13
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	22	72	73	129	26	34	52	10	105	52	10	14
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	60			145			419	434	72	527	490	43
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	98			90			87	98	88	85	98	99
cM capacity (veh/h)	1409			1308			415	399	872	337	397	966
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	93	73	129	60	167	76						
Volume Left	22	0	129	0	52	52						
Volume Right	0	73	0	34	105	14						
cSH	1409	1700	1308	1700	617	392						
Volume to Capacity	0.02	0.04	0.10	0.04	0.27	0.19						
Queue Length (ft)	1	0	8	0	27	18						
Control Delay (s)	1.9	0.0	8.1	0.0	13.0	16.4						
Lane LOS	A		A		B	C						
Approach Delay (s)	1.0		5.5		13.0	16.4						
Approach LOS					B	C						
<b>Intersection Summary</b>												
Average Delay			7.7									
Intersection Capacity Utilization			37.0%		ICU Level of Service				A			



												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕			⇕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	11	37	26	68	24	31	87	2	104	24	2	22
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	12	40	28	74	26	34	95	2	113	26	2	24
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
vC, conflicting volume	60			68			294	286	54	383	283	43
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	99			95			82	100	87	94	100	98
cM capacity (veh/h)	1409			1398			531	517	892	444	553	966
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	80	134	210	52								
Volume Left	12	74	95	26								
Volume Right	28	34	113	24								
cSH	1409	1398	679	597								
Volume to Capacity	0.01	0.05	0.31	0.09								
Queue Length (ft)	1	4	33	7								
Control Delay (s)	1.2	4.5	12.6	11.6								
Lane LOS	A	A	B	B								
Approach Delay (s)	1.2	4.5	12.6	11.6								
Approach LOS			B	B								
<b>Intersection Summary</b>												
Average Delay			8.3									
Intersection Capacity Utilization			39.8%		ICU Level of Service				A			

# HCM Unsignalized Intersection Capacity Analysis

H:\J1064-1\Reports\Traffic\Synchro\2030 T PM WTurnLanes.sy6

3: US 6/24 & CR 300  
With EBR and WBL Turn Lanes

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔	↗	↘	↔			↕			↕	
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Volume (veh/h)	11	37	26	68	24	31	87	2	104	24	2	22
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	12	40	28	74	26	34	95	2	113	26	2	24
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type												
Median storage veh												
vC, conflicting volume	60			68			263	272	40	369	283	43
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
tC, single (s)	4.4			4.4			7.6	7.0	6.7	7.4	6.8	6.4
tC, 2 stage (s)												
tF (s)	2.4			2.4			4.0	4.4	3.8	3.7	4.2	3.5
p0 queue free %	99			95			83	100	88	94	100	98
cM capacity (veh/h)	1409			1398			558	527	910	456	553	966
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	52	28	74	60	210	52						
Volume Left	12	0	74	0	95	26						
Volume Right	0	28	0	34	113	24						
cSH	1409	1700	1398	1700	704	607						
Volume to Capacity	0.01	0.02	0.05	0.04	0.30	0.09						
Queue Length (ft)	1	0	4	0	31	7						
Control Delay (s)	1.8	0.0	7.7	0.0	12.3	11.5						
Lane LOS	A		A		B	B						
Approach Delay (s)	1.2		4.3		12.3	11.5						
Approach LOS					B	B						
<b>Intersection Summary</b>												
Average Delay	8.1											
Intersection Capacity Utilization	36.4%											
ICU Level of Service	A											



# HCM Unsignalized Intersection Capacity Analysis

7: Site Access & CR 300

H:\J1064-1\Reports\Traffic\Synchro\2007existam.sy6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘		↑	↗	↘	↓
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	0	0	67	0	0	78
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	0	0	73	0	0	85
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
vC, conflicting volume	158	73			73	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
tC, single (s)	6.9	6.7			4.6	
tC, 2 stage (s)						
tF (s)	4.0	3.8			2.7	
p0 queue free %	100	100			100	
cM capacity (veh/h)	734	871			1271	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	0	73	85
Volume Left	0	0	0
Volume Right	0	0	0
cSH	1700	1700	1271
Volume to Capacity	0.00	0.04	0.00
Queue Length (ft)	0	0	0
Control Delay (s)	0.0	0.0	0.0
Lane LOS	A		
Approach Delay (s)	0.0	0.0	0.0
Approach LOS	A		

Intersection Summary			
Average Delay		0.0	
Intersection Capacity Utilization	7.8%		
ICU Level of Service			A

HCM Unsignalized Intersection Capacity Analysis  
 H:\J1064-1\Reports\Traffic\Synchro\2007existpm.sy6

7: Site Access & CR 300

Movement	↙	↖	↑	↗	↘	↓
	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		T			4
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	0	0	77	0	0	42
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	0	0	84	0	0	46
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
vC, conflicting volume	129	84			84	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
tC, single (s)	6.9	6.7			4.6	
tC, 2 stage (s)						
tF (s)	4.0	3.8			2.7	
p0 queue free %	100	100			100	
cM capacity (veh/h)	763	858			1259	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	0	84	46
Volume Left	0	0	0
Volume Right	0	0	0
cSH	1700	1700	1259
Volume to Capacity	0.00	0.05	0.00
Queue Length (ft)	0	0	0
Control Delay (s)	0.0	0.0	0.0
Lane LOS	A		
Approach Delay (s)	0.0	0.0	0.0
Approach LOS	A		

Intersection Summary

Average Delay	0.0			
Intersection Capacity Utilization	7.7%		ICU Level of Service	A



HCM Unsignalized Intersection Capacity Analysis  
 H:\J1064-1\Reports\Traffic\Synchro\2008 BG AM.sy6

7: Site Access & CR 300

Movement	↙	↖	↑	↗	↘	↓
	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		T			↓
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	0	0	70	0	0	81
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	0	0	76	0	0	88
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
vC, conflicting volume	164	76			76	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
tC, single (s)	6.9	6.7				
tC, 2 stage (s)				4.6		
tF (s)	4.0	3.8				
p0 queue free %	100	100		2.7		
cM capacity (veh/h)	727	867		100		
				1267		

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	0	76	88
Volume Left	0	0	0
Volume Right	0	0	0
cSH	1700	1700	1267
Volume to Capacity	0.00	0.04	0.00
Queue Length (ft)	0	0	0
Control Delay (s)	0.0	0.0	0.0
Lane LOS	A		
Approach Delay (s)	0.0	0.0	0.0
Approach LOS	A		

Intersection Summary			
Average Delay		0.0	
Intersection Capacity Utilization		8.0%	
ICU Level of Service			A

HCM Unsignalized Intersection Capacity Analysis  
 H:\J1064-1\Reports\Traffic\Synchro\2008 BG PM.sy6

7: Site Access & CR 300

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		T			4
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	0	0	80	0	0	43
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	0	0	87	0	0	47
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
vC, conflicting volume	134	87			87	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
tC, single (s)	6.9	6.7			4.6	
tC, 2 stage (s)						
tF (s)	4.0	3.8			2.7	
p0 queue free %	100	100			100	
cM capacity (veh/h)	758	854			1255	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	0	87	47
Volume Left	0	0	0
Volume Right	0	0	0
cSH	1700	1700	1255
Volume to Capacity	0.00	0.05	0.00
Queue Length (ft)	0	0	0
Control Delay (s)	0.0	0.0	0.0
Lane LOS	A		
Approach Delay (s)	0.0	0.0	0.0
Approach LOS	A		

Intersection Summary

Average Delay	0.0		
Intersection Capacity Utilization	7.9%	ICU Level of Service	A



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W	W	T	T	T	T
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	0	5	70	1	24	81
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	0	5	76	1	26	88
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
vC, conflicting volume	217	77			77	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
tC, single (s)	6.9	6.7				
tC, 2 stage (s)					4.6	
tF (s)	4.0	3.8				
p0 queue free %	100	99			2.7	
cM capacity (veh/h)	662	866			98	1266

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	5	77	114
Volume Left	0	0	26
Volume Right	5	1	0
cSH	866	1700	1266
Volume to Capacity	0.01	0.05	0.02
Queue Length (ft)	0	0	2
Control Delay (s)	9.2	0.0	1.9
Lane LOS	A		A
Approach Delay (s)	9.2	0.0	1.9
Approach LOS	A		

Intersection Summary		
Average Delay		1.4
Intersection Capacity Utilization	18.2%	
ICU Level of Service		A

Movement	↙	↖	↑	↗	↘	↓
	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↙		↑		↘	↓
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	1	24	80	0	5	43
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	1	26	87	0	5	47
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
vC, conflicting volume	145	87			87	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
tC, single (s)	6.9	6.7				
tC, 2 stage (s)				4.6		
tF (s)	4.0	3.8				
p0 queue free %	100	97			2.7	
cM capacity (veh/h)	744	854			100	
				1255		

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	27	87	52
Volume Left	1	0	5
Volume Right	26	0	0
cSH	849	1700	1255
Volume to Capacity	0.03	0.05	0.00
Queue Length (ft)	2	0	0
Control Delay (s)	9.4	0.0	0.9
Lane LOS	A		A
Approach Delay (s)	9.4	0.0	0.9
Approach LOS	A		

Intersection Summary

Average Delay	1.8		
Intersection Capacity Utilization	14.6%	ICU Level of Service	A



HCM Unsignalized Intersection Capacity Analysis  
 H:\J1064-1\Reports\Traffic\Synchro\2030 BG AM.sy6

7: Site Access & CR 300

Movement	↙	↖	↑	↗	↘	↓
	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖		↑			↘
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	0	0	149	0	0	171
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	0	0	162	0	0	186
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
vC, conflicting volume	348	162			162	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
tC, single (s)	6.9	6.7				
tC, 2 stage (s)				4.6		
tF (s)	4.0	3.8				
p0 queue free %	100	100		2.7		
cM capacity (veh/h)	563	772		100		1172

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	0	162	186
Volume Left	0	0	0
Volume Right	0	0	0
cSH	1700	1700	1172
Volume to Capacity	0.00	0.10	0.00
Queue Length (ft)	0	0	0
Control Delay (s)	0.0	0.0	0.0
Lane LOS	A		
Approach Delay (s)	0.0	0.0	0.0
Approach LOS	A		

Intersection Summary

Average Delay	0.0		
Intersection Capacity Utilization	13.1%	ICU Level of Service	A

HCM Unsignalized Intersection Capacity Analysis  
 H:\J1064-1\Reports\Traffic\Synchro\2030 BG PM.sy6

7: Site Access & CR 300

Movement	↙	↖	↑	↗	↘	↓
	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		T			Y
Sign Control	Stop		Free			Free
Grade	0%		0%			Free
Volume (veh/h)	0	0	169	0	0	92
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	0	0	184	0	0	100
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
vC, conflicting volume	284	184			184	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
tC, single (s)	6.9	6.7				
tC, 2 stage (s)					4.6	
tF (s)	4.0	3.8				
p0 queue free %	100	100			2.7	
cM capacity (veh/h)	616	749			100	
						1149

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	0	184	100
Volume Left	0	0	0
Volume Right	0	0	0
cSH	1700	1700	1149
Volume to Capacity	0.00	0.11	0.00
Queue Length (ft)	0	0	0
Control Delay (s)	0.0	0.0	0.0
Lane LOS	A		
Approach Delay (s)	0.0	0.0	0.0
Approach LOS	A		

Intersection Summary

Average Delay	0.0		
Intersection Capacity Utilization	13.0%	ICU Level of Service	A



HCM Unsignalized Intersection Capacity Analysis  
 H:\J1064-1\Reports\Traffic\Synchro\2030 T AM.sy6

7: Site Access & CR 300

Movement	↙ WBL	↖ WBR	↑ NBT	↗ NBR	↘ SBL	↓ SBT
Lane Configurations	Y		T			↓
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	0	5	149	1	24	171
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	0	5	162	1	26	186
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
vC, conflicting volume	401	162			163	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
tC, single (s)	6.9	6.7				
tC, 2 stage (s)					4.6	
tF (s)	4.0	3.8				
p0 queue free %	100	99			2.7	
cM capacity (veh/h)	511	771			98	
					1171	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	5	163	212
Volume Left	0	0	26
Volume Right	5	1	0
cSH	771	1700	1171
Volume to Capacity	0.01	0.10	0.02
Queue Length (ft)	1	0	2
Control Delay (s)	9.7	0.0	1.2
Lane LOS	A		A
Approach Delay (s)	9.7	0.0	1.2
Approach LOS	A		

Intersection Summary

Average Delay	0.8		
Intersection Capacity Utilization	27.3%	ICU Level of Service	A

Movement	↙ WBL	↖ WBR	↑ NBT	↗ NBR	↘ SBL	↓ SBT
Lane Configurations	Y		↑			↓
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Volume (veh/h)	1	24	169	0	5	92
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (veh/h)	1	26	184	0	5	100
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
vC, conflicting volume	295	184		184		
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
tC, single (s)	6.9	6.7				
tC, 2 stage (s)				4.6		
tF (s)	4.0	3.8				
p0 queue free %	100	97		2.7		
cM capacity (veh/h)	604	749		100		1149

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	27	184	105
Volume Left	1	0	5
Volume Right	26	0	0
cSH	742	1700	1149
Volume to Capacity	0.04	0.11	0.00
Queue Length (ft)	3	0	0
Control Delay (s)	10.0	0.0	0.5
Lane LOS	B		A
Approach Delay (s)	10.0	0.0	0.5
Approach LOS	B		

**Intersection Summary**

Average Delay	1.0		
Intersection Capacity Utilization	19.7%	ICU Level of Service	A



**Karp.Neu.Hanlon**<sup>PC</sup>  
ATTORNEYS AT LAW

Sander N. Karp  
James S. Neu  
Karl J. Hanlon  
Michael J. Sawyer  
James F. Fosnaught

Anna S. Itenberg  
Cassia R. Furman  
Jennifer M. Smith  
T. Damien Zumbrennen  
Jeffrey J. Conklin

201 14<sup>TH</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602  
Telephone: (970) 945-2261  
Facsimile: (970) 945-7336  
[www.mountainlawfirm.com](http://www.mountainlawfirm.com)

Karl J. Hanlon  
[kjh@mountainlawfirm.com](mailto:kjh@mountainlawfirm.com)

October 5, 2010

Garfield County  
Board of County Commissioners  
108 Eighth Street, Suite 100  
Glenwood Springs, CO 81601

Re: Strong Subdivision

Dear County Commissioners:

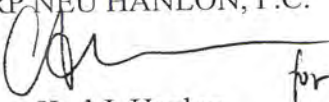
Attached please find a notebook containing original executed documents to complete the Final Plat of the Strong Subdivision. Also attached please find a memo detailing the recordation order for the documents associated with this Application which will need to be recorded upon final approval. In speaking with Fred Jarman, he indicated that it is somewhat unusual for the documents listed on the Memo prior to the Final Subdivision Plat to not have been recorded prior to final approval. While this may not be the norm, in this instance he took the approach to record them all sequentially upon approval since in the event that the Final Plat is not approved, the property could remain in George and Leslie Strong's name rather than Una Development, which will be taking title to the property if the Final Plat is approved.

It is our intention that I will, in conjunction with Mr. Jarman, meet with the Clerk & Recorder to ensure that all of the documents are recorded in the appropriate order and that all the necessary cross-references to reception numbers in the documents are completed correctly prior to recordation.

Thank you very much for your consideration in this matter.

Very truly yours,

KARP NEU HANLON, P.C.

  
Karl J. Hanlon for KJH

KJH:jac  
Enclosure(s)  
Cc: George Strong

Sander N. Karp  
James S. Neu  
Karl J. Hanlon  
Michael J. Sawyer  
James F. Fosnaught

Anna S. Itenberg  
Cassia R. Furman  
Jennifer M. Smith  
T. Damien Zumbrennen  
Jeffrey J. Conklin  
Suzan M. Pritchett\*  
\*Licensed in NY and IA

201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602  
Telephone: (970) 945-2261  
Facsimile: (970) 945-7336  
[www.mountainlawfirm.com](http://www.mountainlawfirm.com)

October 5, 2010

**MEMORANDUM**

TO: Board of County Commissioners  
FROM: Karp Neu Hanlon, P.C.  
RE: Strong Subdivision Final Plat: Order of Recording

---

Upon approval of the Strong Subdivision and receipt of the letter of credit, the approval and governing documents should be recorded in the following order:

- 1) Statement of Authority from Una Development, LLC
- 2) Special Warranty Deed from George and Leslie Strong to Una Development, LLC
- 3) Strong Subdivision Final Plat
- 4) Subdivision Improvements Agreement for Strong Subdivision
- 5) Declaration of Protective Covenants
- 6) Special Warranty Deed from Una Development to Garfield County for Bud's Way
- 7) Bargain and Sale Deed for Strong Well and Public Water System
- 8) Easement for Strong Well, Pump House, and 15' Well and Waterline
- 9) Utilities Easement
- 10) Fire Suppression Facilities Easement
- 11) Drainage Facilities Easement
- 12) Quit Claim Deed for Bud's Way



**STRONG SUBDIVISION - FINAL PLAT REVIEW  
(BOCC)**

**EXECUTION NOTEBOOK**

**INDEX**

No.	DATE	DESCRIPTION
1.		Statement of Authority
2.		Special Warranty Deed from George and Leslie Strong to Una Development, LLC
3.		Strong Subdivision Final Plat
4.		Subdivision Improvements Agreement <ul style="list-style-type: none"><li>- Improvements Cost Estimate – Keith Mendenhall, P.E.</li><li>- Probable Construction Costs – Christopher Manera, P.E.</li><li>- Alpine Bank Irrevocable Standby Letter of Credit</li></ul>
5.		Declaration of Protective Covenants
6.		Special Warranty Deed from Una Development, LLC to Garfield County for Bud's Way
7.		Bargain and Sale Deed for Strong Well and Public Water System
8.		Easement for Strong Well, Pump House, and 15' Well and Waterline
9.		Utilities Easement
10.		Fire Suppression Facilities Easement
11.		Drainage Facilities Easement
12.		Quit Claim Deed for Bud's Way
13.		
14.		
15.		
16.		
17.		
18.		

STATEMENT OF AUTHORITY

- 1) This Statement of Authority relates to an entity named Una Development, LLC and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172 C.R.S.
- 2) The type of entity is: Limited Liability Company.
- 3) The mailing address for the entity is: 0195 Panoramic Drive, P.O, Box 809, Silt, CO 81652.
- 4) The entity is formed under the laws of Colorado.
- 5) The name of the person(s) authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is: George Strong, Manager.
- 6) The authority of the foregoing person(s) to bind the entity is   x   not limited or \_\_\_\_\_ limited as follows:
- 7) Other matters concerning the manner in which the entity deals with interests in real property: \_\_\_\_\_.

UNA DEVELOPMENT, LLC

By

George Strong, Manager

STATE OF COLORADO     )  
   ) ss.  
 COUNTY OF GARFIELD    )

Acknowledged before me this 4th day of October, 2010, by George Strong, as Manager of Una Development, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.  
My Commission expires: 4/19/11.

[SEAL]



Jill A. Cleghorn  
 Notary Public



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made on this 4<sup>th</sup> day of October, 2010, between GEORGE AND LESLIE STRONG, whose address is 0195 Panoramic Drive, P.O, Box 809, Silt, CO 81652 (hereinafter "Grantors"), and UNA DEVELOPMENT, LLC, a Colorado limited liability company, whose legal address is 0195 Panoramic Drive, P.O, Box 809, Silt, CO 81652 (hereinafter "Grantee"):

WITNESSETH, that the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, has sold and conveyed, and by these presents does hereby sell and convey unto the Grantee, its successors and assigns, forever, the following real property in the County of Garfield, State of Colorado, to wit (the "Property"):

Strong Subdivision and P.U.D. as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all improvements, easements and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or in equity, of, in and to the Property.

GRANTOR does covenant and agree to and with Grantee to warrant and defend title to the Property and the quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through or under Grantor, subject to all real property taxes and assessments for the year in which the deed is dated, and all of the covenants, conditions, restrictions, and easements of record.

THIS DEED is dated as of the day and year first written above.

GEORGE STRONG

*[Handwritten signature of George Strong]*

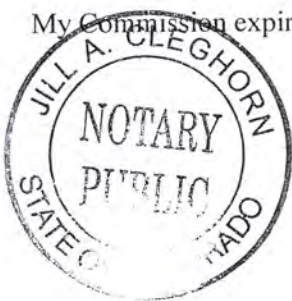
LESLIE STRONG

*[Handwritten signature of Leslie Strong]*

STATE OF COLORADO )  
  )  
COUNTY OF GARFIELD )

Acknowledged before me this 4<sup>th</sup> day of October 2010, by George and Leslie Strong.  
WITNESS my hand and official seal.

My Commission expires: 4/19/11.



*[Handwritten signature of Jill A. Clegghorn]*  
Notary Public





**STRONG SUBDIVISION  
IMPROVEMENTS AGREEMENT**

THIS STRONG SUBDIVISION IMPROVEMENTS AGREEMENT ("SIA") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2010, by and between UNA DEVELOPMENT, LLC ("Owner") and the BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO, acting for the County of Garfield, State of Colorado, as a body politic and corporate, directly or through its authorized representatives and agents ("BOCC").

**RECITALS**

1. Owner is the owner and developer of the Strong Subdivision (the "Subdivision"), which property is depicted on the Final Plat of Strong Subdivision ("Final Plat" or "Final Plat of the Subdivision"). The real property subject to this SIA is described in that Final Plat recorded at Reception Number \_\_\_\_\_ of the real estate records of Garfield County, Colorado and incorporated by this reference.

2. On December 8, 2008, the BOCC, by Resolution No. 2009-08, recorded at Reception Number 762609 of the real estate records of Garfield County, Colorado and incorporated by this reference, approved a Planned Unit Development Rezoning Application for the Strong Subdivision Planned Unit Development ("PUD Approval").

3. On December 8, 2008, the BOCC, by Resolution No. 2009-09, recorded at Reception Number 762610 of the real estate records of Garfield County, Colorado and incorporated by this reference, approved a preliminary plan for the Subdivision which, among other things, would create five commercial lots ("Preliminary Plan Approval").

4. As a condition precedent to the approval of the Final Plat submitted to the BOCC as required by the laws of the State of Colorado and by the Garfield County Unified Land Use Resolution of 2008, Owner wishes to enter into this SIA with the BOCC.

5. Owner has agreed to execute and deliver a letter of credit or other security in a form satisfactory to the BOCC to secure and guarantee Owner's performance under this Agreement and under the Preliminary Plan Approval and has agreed to certain restrictions and conditions regarding the sale of properties and issuance of building permits and certificates of occupancy within the subdivision, all as more fully set forth below; and

6. Owner represents that at the time of recording this SIA all taxes and assessments upon all parcels of real estate described in this SIA are paid in full.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the BOCC and Owner ("Parties") agree as follows:

## AGREEMENT

1. **FINAL PLAT APPROVAL.** The BOCC hereby accepts and approves the Final Plat of the Subdivision, on the date set forth above, subject to the terms and conditions of this SIA, the Preliminary Plan Approval, the PUD Approval, and the requirements of the Garfield County Unified Land Use Resolution of 2008 and any other governmental or quasi-governmental regulations applicable to the Subdivision ("Final Plat Approval"). Recording of the Final Plat in the records of the Garfield County Clerk and Recorder shall be in accordance with this SIA and at the time prescribed herein.

2. **OWNER'S PERFORMANCE.**

a. Completion Date/Substantial Compliance Owner has constructed and installed certain and shall cause to be constructed and installed other subdivision improvements identified in Exhibit A attached hereto ("Subdivision Improvements") at Owner's expense, including payment of fees required by Garfield County and/or other governmental and quasi-governmental entities with regulatory jurisdiction over the Subdivision. The remaining uncompleted Subdivision Improvements shall be completed on or before the end of the first full year following execution of this SIA ("Completion Date"), in substantial compliance with the following:

- i. All plat documents submitted prior to or at the time of Final Plat approval, as well as all terms and conditions set forth on the Final Plat for Strong Subdivision, all of which are incorporated herein by this reference;
- ii. All requirements of the Preliminary Plan Approval, including all Zone District Regulations approved by Garfield County for the Strong Subdivision PUD in the PUD Approval, and all Garfield County zoning and subdivision regulations applicable to this project;
- iii. All laws, regulations, orders and resolutions of the State of Colorado Garfield, and all special districts within which the Strong Subdivision PUD may be located;
- iv. All designs, specifications, drawings, maps, sketches, and other materials submitted by Owner and its engineers in furtherance of the application for the approval of Strong Subdivision PUD, as heretofore approved by the County.
- v. All Subdivision Improvements shown on the Strong Subdivision PUD Construction Drawings prepared by ZAO Engineers and Colorado River Engineering dated September 27, 2010, under File



## AGREEMENT

1. **FINAL PLAT APPROVAL.** The BOCC hereby accepts and approves the Final Plat of the Subdivision, on the date set forth above, subject to the terms and conditions of this SIA, the Preliminary Plan Approval, the PUD Approval, and the requirements of the Garfield County Unified Land Use Resolution of 2008 and any other governmental or quasi-governmental regulations applicable to the Subdivision ("Final Plat Approval"). Recording of the Final Plat in the records of the Garfield County Clerk and Recorder shall be in accordance with this SIA and at the time prescribed herein.

### 2. **OWNER'S PERFORMANCE.**

a. Completion Date/Substantial Compliance Owner has constructed and installed certain and shall cause to be constructed and installed other subdivision improvements identified in Exhibit A attached hereto ("Subdivision Improvements") at Owner's expense, including payment of fees required by Garfield County and/or other governmental and quasi-governmental entities with regulatory jurisdiction over the Subdivision. The remaining uncompleted Subdivision Improvements shall be completed on or before the end of the first six (6) months following execution of this SIA ("Completion Date"), in substantial compliance with the following:

- i. All plat documents submitted prior to or at the time of Final Plat approval, as well as all terms and conditions set forth on the Final Plat for Strong Subdivision, all of which are incorporated herein by this reference;
- ii. All requirements of the Preliminary Plan Approval, including all Zone District Regulations approved by Garfield County for the Strong Subdivision PUD in the PUD Approval, and all Garfield County zoning and subdivision regulations applicable to this project;
- iii. All laws, regulations, orders and resolutions of the State of Colorado Garfield, and all special districts within which the Strong Subdivision PUD may be located;
- iv. All designs, specifications, drawings, maps, sketches, and other materials submitted by Owner and its engineers in furtherance of the application for the approval of Strong Subdivision PUD, as heretofore approved by the County.
- v. All Subdivision Improvements shown on the Strong Subdivision PUD Construction Drawings prepared by ZAO Engineers and Colorado River Engineering dated September 27, 2010, under File

No. \_\_\_\_\_ and submitted to Garfield County on or about October 5, 2010 ("Final Plat Plans"). All Subdivision Improvements are shown on the Engineers Estimate attached to and made part of this Agreement by reference as Exhibit A, including but not limited to:

- (A) Potable and raw water supply and distribution systems for Strong Subdivision PUD;
  - (B) Internal road Bud's Way as described in the construction drawings;
  - (C) Drainage features;
  - (D) Individual sewer disposal systems and storm water management systems; and
  - (E) Utility structures, including electric, telephone, cable television and gas lines.
- vi. Payment of all fees required by the County and/or other governmental authority(ies) or special district(s) with jurisdiction, as may be required for installation of the Subdivision Improvements.
- vii. All remaining Subdivision Improvements not yet completed and secured by this Agreement shall be completed no later than one (1) year after the date of recording of this Agreement in the Office of the Garfield County Clerk and Recorder, which period may be extended by the Board for good cause shown.

b. Satisfaction of Subdivision Improvements Provisions The County agrees that if all required Subdivision Improvements are installed in accordance with this Agreement; the requirements of the Preliminary Plan Approval; the Final Plat documents; the as-built drawings to be submitted upon completion of the Improvements as required by Paragraph 3 (C) below; the requirements of the Garfield County zoning and subdivision regulations; and all other requirements of this Agreement, then the Owner shall be deemed to have satisfied all terms and conditions of the Strong Subdivision PUD Approval documents, the Garfield County Unified Land Use Resolution of 2008 with respect to the installation of Subdivision Improvements.



### 3. SECURITY FOR SUBDIVISION IMPROVEMENTS.

a. Subdivision Improvements Letter of Credit and Substitute Collateral. As security for Owner's obligation to complete the Subdivision Improvements, Owner shall deliver to the BOCC, on or before the date of recording of the Final Plat of the Subdivision, a Letter of Credit in the form agreed to be acceptable to the BOCC, attached to and incorporated in this SIA by reference as Exhibit "C" ("LOC") or in a form consistent with the Uniform Commercial Code, C.R.S. § 4-1-101, *et seq.* and approved by the BOCC. The LOC shall be in the amount of \$75,323 representing the full estimated cost of completing the Subdivision Improvements not already constructed, with a sufficient contingency to cover cost changes, unforeseen costs and other variables (not less than 10% of the estimated cost and as approved by the BOCC). The Subdivision Improvements already completed as of the date of execution of this SIA are set forth and certified by Owner's Engineer and are not included in the amount of the LOC. The LOC shall be valid for a minimum of six (6) months beyond the Completion Date for the Subdivision Improvements set forth in Paragraph 2.a., above. The BOCC, at its sole option, may permit the Owner to substitute collateral other than a Letter of Credit, in a form acceptable to the BOCC, for the purpose of securing the completion of the Subdivision Improvements subject of this Paragraph 3.a.

b. LOC Requirements and Plat Recording. The LOC required by this SIA shall be issued by a state or national banking institution acceptable to the BOCC. If the institution issuing the LOC is not licensed in the State of Colorado and transacting business within the State of Colorado, the LOC shall be "confirmed" within the meaning of the Uniform Commercial Code, Letters of Credit, §4-5-101, *et seq.*, C.R.S., as amended, by a bank that is licensed to do business in the State of Colorado, doing business in Colorado, and acceptable to the BOCC. The LOC shall state that presentation of drafts drawn under the LOC shall be at an office of the issuer or confirmer located in the State of Colorado. The Final Plat of the Subdivision shall not be recorded until the security described in this Paragraph 3 has been received and approved by the BOCC.

c. Extension of LOC Expiration Date. If the Completion Date, identified in Paragraph 2.a., above, is extended by a written amendment to this SIA, the time period for the validity of the LOC shall be similarly extended by the Owner. For each six (6) month extension, at the sole option of the BOCC, the face amount of the LOC shall be subject to re-certification by Owner's Engineer of the cost of completion and review by the BOCC.

d. Unenforceable LOC. Should the LOC expire or become void or unenforceable for any reason, including bankruptcy of the Owner or the financial institution issuing or confirming the LOC, prior to the BOCC's approval of Owner's Engineer's certification of completion of the Subdivision Improvements, this SIA shall become void and of no force and effect and the Final Plat shall be vacated pursuant to the terms of this SIA.

e. Partial Releases of Security. Owner may request partial releases of the LOC, and shall do so by means of submission to the Building and Planning Department of a "Written Request for Partial Release of LOC", in the form attached to and incorporated by this reference as Exhibit D, accompanied by the Owner's Engineer's stamped certificate of partial completion of improvements. The Owner's Engineer's seal shall certify that the Subdivision Improvements have



been constructed in accordance with the requirements of this SIA, including all Final Plat Documents and the Preliminary Plan Approval. Owner may also request release for a portion of the security upon proof that 1) Owner has a valid contract with a public utility company regulated by the Colorado Public Utilities Commission obligating such company to install certain utility lines; and 2) Owner has paid to the utility company the cost of installation as required by the contract. The BOCC shall authorize successive releases of portions of the face amount of the LOC as portions of the Subdivision Improvements, dealt with in this Paragraph 3, are certified as complete to the BOCC by the Owner's Engineer, requirements of the Preliminary Plan Approval have been met, and both the certification and satisfaction of the Preliminary Plan Approval requirements have been approved by the BOCC.

f. BOCC's Investigation. Notwithstanding the foregoing, upon submission of the Owner's Written Request for Partial Release of LOC, along with Owner's Engineer's certificate of partial completion of improvements, the BOCC may review the certification and the Preliminary Plan Approval, and may inspect and review the Subdivision Improvements certified as complete to determine whether or not they have been constructed in compliance with relevant specifications, as follows:

- i. If no letter of potential deficiency is furnished to Owner by the BOCC within fifteen (15) business days of submission of Owner's Written Request for Partial Release of LOC, accompanied by Owner's Engineer's certificate of partial completion of improvements, all Subdivision Improvements certified as complete shall be deemed approved by the BOCC, and the BOCC shall authorize release of the appropriate amount of security, provided that all requirements of the Preliminary Plan Approval have been satisfied.
- ii. If the BOCC chooses to inspect and determines that all or a portion of the Subdivision Improvements certified as complete are not in compliance with the relevant specifications or that requirements of the Preliminary Plan Approval have not been met, the BOCC shall furnish a letter of potential deficiency to the Owner, within fifteen (15) business days of submission of Owner's Written Request for Partial Release of LOC.
- iii. If a letter of potential deficiency is issued identifying a portion of the certified Subdivision Improvements as potentially deficient and there are no outstanding requirements of the Preliminary Plan Approval, then all Subdivision Improvements not identified as potentially deficient shall be deemed approved by the BOCC, and the BOCC shall authorize release of the amount of security related to the Subdivision Improvements certified as complete and not identified as potentially deficient.
- iv. With respect to Subdivision Improvements identified as potentially



deficient in a letter of potential deficiency or requirements of the Preliminary Plan Approval that have not been met, the BOCC shall have thirty (30) days from the date of the letter to complete the initial investigation, begun under Paragraph 3.f.ii., above, and provide written confirmation of the deficiency(ies) to the Owner.

- v. If the BOCC finds that the Subdivision Improvements are complete, in compliance with the relevant specifications and that all requirements of the Preliminary Plan Approval have been met, then the appropriate amount of security shall be authorized for release within ten (10) business days after completion of such investigation.

g. BOCC Completion of Improvements and Other Remedies. If the BOCC finds, within the thirty (30) day period of time, defined in Paragraph 3.f.iv. above, that the Subdivision Improvements are not complete, or if the BOCC determines that the Owner will not or cannot construct any or all of the Subdivision Improvements, whether or not Owner has submitted a written request for release of LOC, or that requirements of the Preliminary Plan Approval have not been met, the BOCC may withdraw and employ from the LOC such funds as may be necessary to construct the Subdivision Improvements in accordance with the specifications or to satisfy the Preliminary Plan Approval requirements, up to the face amount or remaining face amount of the LOC. In such event, the BOCC shall make a written finding regarding Owner's failure to comply with this SIA or requirements of the Preliminary Plan Approval prior to requesting payment from the LOC, in accordance with the provisions of Article XIII of the Garfield County Unified Land Use Resolution of 2008. In lieu of or in addition to drawing on the LOC, the BOCC may bring an action for injunctive relief or damages for the Owner's failure to adhere to the provisions of this SIA regarding Subdivision Improvements and satisfaction of requirements of the Preliminary Plan Approval. The BOCC shall provide the Owner a reasonable time to cure any identified deficiency(ies) prior to requesting payment from the LOC or filing a civil action.

h. Final Release of Security. Upon completion of all Subdivision Improvements and Preliminary Plan Approval requirements, Owner shall submit to the BOCC, through the Building and Planning Department: 1) record drawings bearing the stamp of Owner's Engineer certifying that all Subdivision Improvements have been constructed in accordance with the requirements of this SIA, including all Final Plat Documents and the Preliminary Plan Approval, in hard copy and digital format acceptable to the BOCC; 2) copies of instruments conveying real property and other interests which Owner is obligated to convey to the Property Owner's Association of the Subdivision or any statutory special district or other entity at the time of Final Plat Approval; and 3) a Written Request for Final Release of LOC, in the form attached to and incorporated herein as Exhibit E, along with Owner's Engineer's stamp and certificate of final completion of improvements.

- i. The BOCC shall authorize a final release of the LOC after the Subdivision Improvements secured by the LOC are certified as final to the BOCC by the Owner's Engineer and said final certification is approved by the BOCC. If the BOCC finds that the Subdivision Improvements are complete, in accordance with the relevant



specifications, and that all requirements of the Preliminary Plan Approval have been met, the BOCC shall authorize release of the final amount of security, within ten (10) business days following submission of the Owner's Written Request for Final Release of LOC accompanied by the other documents required by this Paragraph 3.h.

- ii. Notwithstanding the foregoing, upon Owner's Written Request for Final Release of LOC, accompanied by Owner's Engineer's certificate of final completion of improvements, the BOCC may inspect and review the Subdivision Improvements certified as complete. If the BOCC does so review and inspect, the process contained in Paragraph 3.f., above, shall be followed.
- iii. If the BOCC finds that the Subdivision Improvements are complete, in accordance with the relevant specifications, and that all requirements of the Preliminary Plan Approval have been satisfied, the BOCC shall authorize final release of security within ten (10) days after completion of such investigation.
- iv. If the BOCC finds that the Subdivision Improvements are not complete, in accordance with the relevant specifications, and/or that requirements of the Preliminary Plan Approval have not been satisfied, the BOCC may complete remaining Subdivision Improvements and satisfy requirements of the Preliminary Plan Approval, or institute court action in accordance with the process outlined in Paragraph 3.g., above.

4. **COUNTY ROAD 300 INTERSECTION WITH U.S. HIGHWAY 6.** The Subdivision is required to provide its "fair share" monetary contribution to the improvement of the County Road 300 intersection with U.S. Highway 6. Garfield County has evaluated the intersection by conducting an engineering assessment of the intersection. Based on calculations made by the BOCC, the BOCC estimates that the fair share contribution of the Owner for the improvements to the intersection is \$72,077.00. The BOCC agrees this number is valid and will allow the subdivision to proceed with its Final Plat application and will not require the improvements to be completed prior to granting approval to the Subdivision Final Plat. Payment was delivered and accepted at the time of execution of this SIA and said improvements are not included in the cost estimate.

5. **WATER SUPPLY.** As stated in Paragraph 13, below, prior to issuance by the BOCC of any certificates of occupancy for any structures constructed within the Subdivision, Owner shall install, connect and make operable a water supply and distribution system for potable water in accordance with approved plans and specifications. A fire protection drop tank exists on Lot 1 for fire protection for all lots. All easements and rights-of-way necessary for installation, operation, service and maintenance of such water supply and distribution system shall be as shown on the Final Plat. Owner shall deposit with the Garfield County Clerk and Recorder executed originals of the instruments of conveyance for easements appurtenant to the system for recordation following



recording of the Final Plat and this SIA. Immediately following the recordation of the Final Plat and this SIA, all facilities and equipment contained within the water supply system shall be transferred by Owner to the Property Owner's Association of the Subdivision by bill of sale.

6. **PUBLIC ROADS.** All roads within the Subdivision to be dedicated by the Owner to the public as public rights-of-way shall be dedicated to and accepted by the BOCC, on behalf of the public, on the face of the Final Plat, and shall be separately deeded to the Property Owner's Association ("POA"). The Property Owner's Association of the Subdivision shall be solely responsible for the maintenance, repair and upkeep of said rights-of-way, including the traveled surface of the roadways and portions of the rights-of-way outside of the traveled surface. The BOCC shall not be obligated to maintain any road rights-of-way within the Subdivision.

7. **PUBLIC UTILITY RIGHTS-OF-WAY.** Whether or not utility easements exist elsewhere in the Subdivision, all road rights-of-way within the Subdivision shall contain easements for installation and maintenance of utilities. Public utility easements shall be depicted on the face of the Final Plat and deeded by recorded instrument to the HOA for the benefit of public utility providers. The Property Owner's Association of the Subdivision shall be solely responsible for the maintenance, repair and upkeep of said public utility easements, unless otherwise agreed to with the public utility companies. The BOCC shall not be obligated for the maintenance, repair and upkeep of any utility easement within the Subdivision. In the event a utility company, whether publicly or privately owned, requires conveyance of the easements depicted on the Final Plat by separate document, Owner shall execute and record the required conveyance documents.

8. **INDEMNITY.** The Owner shall indemnify and hold the BOCC harmless and defend the BOCC from all claims which may arise as a result of the Owner's installation of the Subdivision Improvements and any other agreement or obligation of Owner, related to development of the Subdivision, required pursuant to this SIA. The Owner, however, does not indemnify the BOCC for claims made asserting that the standards imposed by the BOCC are improper or are the cause of the injury asserted, or from claims which may arise from the negligent acts or omissions of the BOCC or its employees. The BOCC shall notify the Owner of receipt by the BOCC of a notice of claim or a notice of intent to sue, and the BOCC shall afford the Owner the option of defending any such claim or action. Failure to notify and provide such written option to the Owner shall extinguish the BOCC's rights under this Paragraph. Nothing in this Paragraph shall be construed to constitute a waiver of governmental immunity granted to the BOCC by Colorado statutes and case law.

9. **SALE OF LOTS.** No lots, tracts, or parcels within the Subdivision may be separately conveyed prior to recording of the Final Plat in the records of the Garfield County Clerk and Recorder.

10. **BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.** As one remedy for breach of this SIA, including failure to satisfy requirements of the Preliminary Plan Approval, the BOCC may withhold issuance of building permits for any structure to be constructed within the Subdivision. Further, no building permit shall be issued unless the Owner demonstrates to the satisfaction of the Grand Valley Fire Protection District ("District"), if the Fire District has so required, that there is adequate water available to the construction site for the District's purposes, no



certificates of occupancy shall issue for any structure within the Subdivision until all Subdivision Improvements have been completed and are operational and all requirements of the Preliminary Plan Approval have been satisfied as required by this SIA.

11. **CONSENT TO VACATE PLAT.** In the event the Owner fails to comply with the terms of this SIA, the BOCC shall have the ability to vacate the Final Plat as it pertains to any lots for which building permits have not been issued. As to lots for which building permits have been issued, the Plat shall not be vacated and shall remain valid. In such event, the Owner shall provide the BOCC a plat, suitable for recording, showing the location by surveyed legal description of any portion of the Final Plat so vacated by action of the BOCC. If such a Plat is not signed by the BOCC and recorded, or if such Plat is not provided by the Owner, the BOCC may vacate the Final Plat, or portions thereof, by resolution.

12. **ENFORCEMENT.** In addition to any rights provided by Colorado statute, the withholding of building permits and certificates of occupancy, provided for in Paragraph 10, above, the provisions for release of security, detailed in Paragraph 3, above, and the provisions for plat vacation, detailed in Paragraph 11, above, it is mutually agreed by the BOCC and the Owner, that the BOCC, without making an election of remedies, and any purchaser of any lot within the Subdivision shall have the authority to bring an action in the Garfield County District Court to compel enforcement of this SIA. Nothing in this SIA, however, shall be interpreted to require the BOCC to bring an action for enforcement or to withhold permits or certificates or to withdraw unused security or to vacate the Final Plat or a portion thereof, nor shall this Paragraph or any other provision of this SIA be interpreted to permit the purchaser of a lot to file an action against the BOCC. In addition, the BOCC may, but shall not be required to, pursue any of its enforcement remedies as applicable, pursuant to Article XII of the Unified Land Use Resolution of 2008, as amended.

13. **NOTICE BY RECORDATION.** This SIA shall be recorded in the Office of the Garfield County Clerk and Recorder and shall be a covenant running with title to all lots, tracts and parcels within the Subdivision. Such recording shall constitute notice to prospective purchasers and other interested persons as to the terms and provisions of this SIA.

14. **SUCCESSORS AND ASSIGNS.** The obligations and rights contained herein shall be binding upon and inure to the benefit of the successors and assigns of the Owner and the BOCC.

15. **CONTRACT ADMINISTRATION AND NOTICE PROVISIONS.** The representatives of the Owner and the BOCC, identified below, are authorized as contract administrators and notice recipients. Notices required or permitted by this SIA shall be in writing and shall be effective upon the date of delivery, or attempted delivery if delivery is refused. Delivery shall be made in person, by certified return receipt requested U.S. Mail, receipted delivery service, or facsimile transmission, addressed to the authorized representatives of the BOCC and the Owner at the address or facsimile number set forth below:



**Owner:** Una Development, LLC  
Post Office Box 809  
Silt, CO 81652  
Telephone: (970) 379-3265

**Copy to:** Karl J. Hanlon, Esq.  
Karp Neu Hanlon, P.C.  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, Colorado 81602  
Telephone: (970) 945-2261

**BOCC:** Board of County Commissioners  
Garfield County Building & Planning Director  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, Colorado 81601  
Telephone: (970) 945-8212  
Facsimile: (970) 384-3470

16. **AMENDMENT AND SUBSTITUTION OF SECURITY.** This SIA may be modified, but only in writing signed by the parties hereto, as their interests then appear. Any such amendment, including, by way of example, extension of the Completion Date, substitution of the form of security, or approval of a change in the identity of the security provider/issuer, shall be considered by the BOCC at a scheduled public meeting. Before any extension of Completion Date is considered, Owner shall certify that all taxes and assessments on the real property subject to the SIA are paid in full. If such an amendment includes a change in the identity of the provider/issuer of security, due to a conveyance of the Subdivision by the Owner to a successor in interest, Owner shall provide a copy of the recorded assignment document(s) to the BOCC, along with the original security instrument. Notwithstanding the foregoing, the parties may change the identification of notice recipients and contract administrators and the contact information provided in Paragraph 15, above, in accordance with the provisions of that Paragraph and without formal amendment of this SIA and without consideration at a BOCC meeting.

17. **COUNTERPARTS.** This SIA may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

18. **VENUE AND JURISDICTION.** Venue and jurisdiction for any cause arising out of or related to this SIA shall lie with the District Court of Garfield County, Colorado, and this SIA shall be construed according to the laws of the State of Colorado.

**IN WITNESS WHEREOF,** the parties have signed this SIA to be effective upon the date of Final Plat Approval for the Subdivision.

BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO

ATTEST:

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

UNA DEVELOPMENT, LLC

By: \_\_\_\_\_  
George Strong

Date: 10/4/10

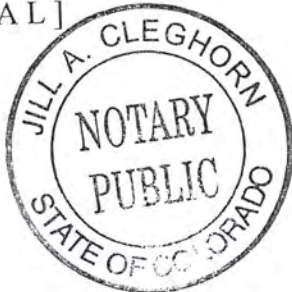
STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF GARFIELD )

Subscribed and sworn to before me this 4<sup>th</sup> day of October, 2010 by George Strong,  
Manager and authorized representative of Una Development, LLC, Owner of the Subdivision.

WITNESS my hand and official seal.

My commission expires: 4/19/11

[SEAL]



\_\_\_\_\_  
Notary Public



## EXHIBIT A

Plans marked "Approved for Construction" prepared by Colorado River Engineering, Inc., and ZAO Engineers, LTD, submitted to the Board of County Commissioners on even date herewith, consisting of the following list of drawings:

- 1] Water Plan - ZAO Engineering, LTD
- 2] Strong PUD Potable Water Plan - Colorado River Engineering, Inc.
- 3] Erosion Control Plan - ZAO Engineering, LTD
- 4] Bud's Way As-Built Detail - ZAO Engineering, LTD

# DECLARATION OF PROTECTIVE COVENANTS

FOR

## STRONG SUBDIVISION PLANNED UNIT DEVELOPMENT

THIS DECLARATION is made this 4<sup>th</sup> day of October, 2010 by UNA DEVELOPMENT, LLC, a Colorado limited liability company ("Initial Owner"),

### RECITALS

A. Initial Owner owns all of the real property interests legally described on Exhibit A attached hereto and by this reference incorporated herein (the "Property"). Initial Owner wishes to develop the Property as a high quality, aesthetically pleasing and harmoniously designed Planned Unit Development (the "Development"). The law which generally governs developments similar to the Development is the Colorado Common Interest Ownership Act (Article 33.3 of Title 38 of Colorado Revised Statutes) as the same may be amended from time to time (the "Act"). Under the Act, the Development would be considered a "common interest community" (as such term is defined in the Act) of the type known as a "planned community" (as such term is defined in the Act) because portions of the Property are designated for separate ownership by individuals or entities and the remainder of the Property is designated for ownership by the "Association" (as such term is defined in Section 1.03 hereof).

B. Under the provisions of Section 38-33.3-116 of the Act, a planned community including only "units" (as such term is defined in the Act) which are restricted to nonresidential use and which are not subject to any "development rights" (as such term is defined in the Act) is subject only to the provisions of Sections 38-33.3-105, 38-33.3-106 and 38-33.3-107 of the Act unless the "declaration" (as such term is defined in the Act) provides that the entire Act is applicable. Section 4.01 herein provides that the units are restricted to nonresidential units. Pursuant to Section 1.06, Initial Owner reserves no development rights in this instrument. Initial Owner further declares that the entire Act shall not apply to this instrument or the Development, although specific provisions of the Act may be incorporated into this instrument by express reference so as to apply to the Development

### ARTICLE I

#### DECLARATIONS

1.01: General Purposes. Initial Owner desires to ensure the proper use and appropriate development of the Development by means of mutually beneficial covenants, conditions and restrictions imposed on the Development for the benefit of Initial Owner and all future owners of any portion of the Development.



1.02: Declaration. To further the purposes expressed in Section 1.01 hereof, Initial Owner, for itself and its successors and assigns, hereby declares that the Property shall, at all times, be owned, held, used and occupied subject to the provisions of this instrument, to the covenants, conditions and restrictions contained herein and to all amendments and supplements hereto.

1.03: Name of the Development and Name of the Association. Initial Owner declares that the name of the Development is Strong Subdivision Planned Unit Development and that the name of the "unit owners association" (as such term is defined in the Act) organized to govern and administer the Development is Strong Lot Owners Association, Inc., a Colorado for-profit corporation (the "Association").

1.04: Location and Type of Development. Initial Owner declares that all of the Development is situated in unincorporated Garfield County, Colorado and that the Development is a planned community for the reasons set forth in the Recitals.

1.05: No Declarant. Initial Owner is entering into this instrument in its capacity as owner of the Property and shall not be considered a "declarant" (as such term is defined in the Act). Accordingly, Initial Owner shall not have either the rights or obligations of a declarant under the Act except the obligation to deliver a copy of this instrument as recorded to the Assessor of Garfield County, Colorado as set forth in Section 38-33.3-105 of the Act. This instrument does create certain rights and obligations of Initial Owner with respect to the Development which are similar to rights and obligation of a declarant under the Act, but the rights and obligations of Initial Owner are governed by the "Declaration" (as such term is defined in Section 2.07 hereof) and not by the Act.

1.06: No Development Rights. Initial Owner does not reserve any development rights, including, but not limited to: (a) adding real estate to the Development; (b) creating additional units, or "common elements" or "limited common elements" (as such terms are defined in the Act) within the Development; (c) subdividing or converting units into common elements; or (d) withdrawing real estate from the Development.

## ARTICLE 2

In addition to the definitions set forth above or below, the following terms shall have the following meanings when used herein.

### DEFINITIONS

2.01: Articles shall mean the articles of incorporation of the Association as the same may be amended from time to time.

2.02: Board of Directors shall mean the governing body of the Association which is the "executive board" of the Association (as such term is defined and used in the Act).



2.03: Budget shall mean the plan for each fiscal year of the Association for the payment of current Common Expenses, for the reservation of funds for the payment of future Common Expenses and for obtaining the funds required for such payments to be adopted by the Association in accordance with the provisions of Section 8.01 hereof.

2.04: Bylaws shall mean the bylaws of the Association in effect from time to time.

2.05: Common Area shall mean the real property identified as rights-of-way on the Plat which is intended for ownership by the Association.

2.06: Common Expenses shall mean expenditures made or liabilities incurred by or on behalf of the Association in the performance of its duties under the Declaration, the Articles, the Bylaws or the Rules, whether or not the same may be expressly declared to be Common Expenses.

2.07: Declaration shall mean this instrument, the Plat, and all amendments and supplements to this instrument and the Plat hereafter recorded in the real property records of Garfield County, Colorado.

2.08: Easement shall mean the easement created pursuant to the provisions of Section 3.02 hereto.

2.09: First Lienor shall mean: (a) a Lienholder holding a Security Interest encumbering any portion of the Development which is recorded after the date of recording of this instrument and (b) a Lienholder holding a Security Interest encumbering a Lot which is recorded after the date of recording of this instrument and which has priority over all other Security interests encumbering such Lot,

2.10: Guest shall mean any individual who is present at the Property at the express or implied invitation of an Owner including, without limitation, friends, relatives, agents, contractors, employees, tenants or business invitees of an Owner.

2.11: Improvements shall mean all buildings, structures, fences walls, parking areas and landscaped areas located on a Lot, including all utility facilities and equipment located on that Lot which serve only that Lot and all other improvements which are constructed on that Lot.

2.12: Lienholder shall mean: (a) the holder of a Security Interest encumbering any portion of the Property which is recorded on the date of this instrument and (b) the holder of a Security Interest encumbering a Lot which is recorded after the date of this instrument without regard to the priority of such Security Interest with respect to all Security Interests encumbering the same Lot. A First Lienor is also a Lienholder.

2.13: Lot shall mean any plot of land designated as a Lot on the Plat and which is intended for separate ownership by an Owner. Each Lot is identified by the number of such Lot shown on the Plat. An individual Lot may be referred to in the Declaration by such Lot's number as shown on the Plat. A Lot constitutes a unit as such term is used in the Act.



2.14: Owner shall mean any individual or any corporation, nonprofit corporation, partnership, limited partnership, limited liability company, limited partnership association, joint venture, trust, nonprofit association, cooperative or other legal entity capable of holding title to real property in Colorado that is the record owner of a fee simple interest in one or more Lots according to the real property records of Garfield County, Colorado. Initial Owner is the initial owner of all of the Lots.

2.15: Plat shall mean the Final Plat of the Strong Subdivision Planned Unit Development, recorded \_\_\_\_\_, 2010, at Reception Number: \_\_\_\_\_, of the real estate records of Garfield County, Colorado, and all amendments and supplements thereto, thereafter recorded in the real estate records of Garfield County, Colorado.

2.16: Rules shall mean the rules and regulations in effect from time to time as adopted by the Board of Directors in the manner set forth in the Declaration or pursuant to the Articles and Bylaws.

2.17: Security Interest shall mean an interest in real estate or personal property created by contract or conveyance securing payment or performance of an obligation which encumbers any portion of the Property and is recorded on the date of this instrument or which encumbers a Lot and is recorded after the date of this instrument. A Security Interest includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

2.18: Sharing Ratio shall mean the "allocated interests" (as such term is defined in the Act) of each Lot which is equal to the fraction of one-sixth (1/6). The Sharing Ratio is utilized, among other things, to determine the fractional interest of the total liability for assessments for Common Expenses allocated to a Lot pursuant to Section 8.05 hereof. The formula utilized to determine the Sharing Ratio of each Lot is to allocate the total liability for Common Expenses and the total votes in the Association equally to each of the Lots numbered 2 through 5, inclusive, with the remaining interests allocated to Lot 1.

### ARTICLE 3

#### PROPERTY RIGHTS

3.01: Lots and Common Area.

(a) The Plat divides the Property into five (5) Lots and the Common Area. Initial Owner has not reserved the right to add additional Lots to the Development, so the maximum number of Lots which may be made subject to the Declaration is five (5).



(b) Initial Owner shall convey the Common Area to the Association after the recording of this instrument but in any event prior to the conveyance of all Lots to Owners other than Initial Owner. Such conveyance of the Common Area shall be made by a special warranty deed free and clear of all encumbrances except those matters set forth on Exhibit B and by this reference incorporated herein.

(c) All Owners shall have a right of access as members of the Association to and in the Common Area for the purposes for which the Common Area were designed, which right and easement shall be appurtenant to and shall pass with the title to the Lots. Such use by an Owner shall be in common with all other Owners without hindering, impeding or imposing upon the rights of the other Owners and in accordance with the provisions of the Declaration and the Rules. Any Owner may delegate such Owner's right to use, benefit from and enjoy the Common Area to such Owner's Guests; provided, however, that such Owner shall be responsible for damages caused by any such Guest and for the violation by any such Guest of the provisions of the Declaration, the Articles, the Bylaws or the Rules in connection with his or her usage of the Common Area.

3.02: Easement. Initial Owner hereby makes, establishes, declares, grants and reserves a blanket easement in favor of each Owner and any governmental, quasi-governmental or private entity providing utility services to any Lot, over, under, across, upon, and through the Common Area for installing, replacing, repairing, maintaining and providing all utility services to the Improvements located on a Lot, including, without limitation, water, gas, electric, storm sewer, sanitary sewer, cable television, satellite communications and telephone services. By virtue of this grant of easement, it shall be expressly permissible for the providing entity to erect and maintain the necessary facilities and equipment in the Development. Any entity providing such utility services shall be responsible for any damage caused by such entity to the Development while utilizing the Easement created by this Section 3.02 and for any costs incurred by the Association as a result of such damage and shall be further required to promptly repair or restore any portion of the Development disturbed or damaged by such entity's utilization of the Easement created by this Section 3.02. The Easement created by this Section 3-02 shall be appurtenant to each Lot so that a transfer of title to any interest in such Lot shall automatically transfer a proportionate interest in such Easement.

3.03: Title to Lots. Title to a Lot may be held individually or by any entity or in any form of concurrent ownership recognized in Colorado. In case of any such concurrent ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of an Owner with respect to the Lot in which such Owner owns an interest.

3.04: Legal Description. Any contract of sale, deed, lease, deed of trust, mortgage, will or other instrument affecting a Lot shall legally describe it substantially as follows:

"Lot \_\_\_\_\_ Strong Subdivision Planned Unit Development, according to the Plat for Strong Subdivision Planned Unit Development recorded \_\_\_\_\_, 2010, at Reception Number of the real estate records of Garfield County, Colorado and subject to the Declaration for Strong Subdivision P.U.D recorded \_\_\_\_\_, 2010 at Reception No. \_\_\_\_\_ of the real estate records of Garfield County, Colorado."



Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, lease or otherwise affect not only the Lot, but also the interest in the Easement made appurtenant to such Lot by the Declaration. The interest in the Easement made appurtenant to any Lot shall be deemed conveyed or encumbered with that Lot, even though the legal description in the instrument conveying or encumbering such Lot may only refer to that Lot. The reference to the Declaration in any instrument shall be deemed to include any supplements or amendments to the Declaration, without specific reference thereto.

3.05: Separate Assessment. Initial Owner shall give written notice to the Assessor of Garfield County, Colorado requesting that the Lots be separately assessed and taxed and that the total value of the Common Area be assessed and taxed proportionately with each Lot in accordance with such Lot's Sharing Ratio as provided in Section 38-33.3-105 of the Act. After this instrument has been recorded in the real estate records of Garfield County, Colorado, Initial Owner shall deliver a copy of this instrument as recorded to the Assessor of Garfield County.

3.06: Use Compliance. The use of the Lots shall comply with: (a) the terms, conditions and obligations set forth in the Declaration; (b) the matters set forth on the Plat; (c); and (d) all present and future laws, rules, requirements, orders, directions, ordinances and regulations (including zoning regulations) affecting the Lots of any governmental authority having jurisdiction over the Lots and of their departments, bureaus or officials.

3.07: No Partition of Lots. No Owner may assert any right of partition with respect to such Owner's Lot. By becoming an Owner, each Owner waives any and all rights of partition such Owner may hold with respect to such Owner's Lot. This Section 3.07 shall not, however, limit or restrict the right of the Owners of a Lot to bring a partition action pursuant to Article 28 of Title 38 of Colorado Revised Statutes requesting the sale of the Lot and the division or the proceeds among such Owners; provided that no physical division of the Lot shall be permitted as a part of such action and no such action shall affect any other Lot or the Common Area.

3.08: Encroachments. If any part of any Improvement intended to be constructed entirely on a particular Lot now or hereafter encroaches upon any portion of another Lot or the Common Area as a result of construction of such Improvement or as a result of the settling or shifting of such Improvement, a valid easement for the encroachment and for the maintenance of the same shall exist so long as such Improvement stands. In the event any Improvement shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of such Improvement intended to be constructed entirely on a particular Lot upon any portion of another Lot or the Common Area due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such Improvement shall stand.

3.09: No Mechanic's Liens. (a) If any Owner shall cause any material to be furnished to such Owner's Lot or any labor to be performed therein or thereon, no Owner of any other Lot shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner



causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialman's and other persons furnishing labor or materials to such Owner's Lot. Nothing herein contained shall authorize any Owner or any person dealing through, with or under any Owner to charge the Common Area or any Lot other than that of such Owner with any mechanic's or materialman's lien or other lien or encumbrance whatever. On the contrary (and notice is hereby given) the right and power to charge any lien or encumbrance of any kind against the Common Area or against any Owner or any Owner's Lot for work done or materials furnished to any other Owner's Lot is hereby expressly denied.

(b) If, because of any act or omission of any Owner, any mechanic's or materialman's lien or other lien or order for the payment of money shall be filed against the Common Area or against any other Owner's Lot or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall at such Owner's own cost and expense cause the same to be canceled and discharged of record or bonded in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within 20 days after the filing thereof, and further shall indemnify and save all such parties harmless from and against any and all costs, expenses, claims, Bosses or damages, including reasonable attorneys' fees resulting therefrom.

3.10: No Dedication. Nothing contained in the Declaration (which includes the Plat) shall be deemed a grant or dedication of any portion of the Development to the public or for public use unless such grant or dedication is expressly provided for in the Declaration.

#### ARTICLE 4

#### RESTRICTIONS

4.01: Use Restrictions. (a) The use of all Lots shall be restricted to nonresidential uses and shall be governed by the Planned Unit Development Guide for Strong Subdivision which was recorded February 3, 2009, at Reception Number 762609 of the real estate records of Garfield County, Colorado, as the same may be amended from time to time. Without limiting the generality of the foregoing, the following uses shall be permitted, as Uses-By-Right on all Lots: (1) Business Offices associated with any categorized use; (2) Contractor Yard; (3) Fabrication; (4) General Storage; (5) Storage of Heavy Equipment; (6) Storage of Oil and Gas Drilling Equipment and Supplies; (7) Communication Facility; (8) Solar Power Generating System; (9) Materials Lab and Testing; (11) Material Handling; with the following uses allowed by Special Review (12) Processing; (13) Warehouse and Distribution Center; and (14) Concrete and Asphalt Batch Plant(s).

(b) An Owner shall have the right to lease such Owner's Lot upon such terms and conditions as such Owner may deem advisable; provided, however, that: (i) any such lease shall be in writing and shall provide that the lease is subject to the terms of this Declaration; (ii) a Lot may be leased only for the uses and occupancies described in this Section 4.01 hereof; and (iii) any



failure of a lessee to comply with the terms of the Declaration, the Articles, the Bylaws, or the Rules shall constitute a default by such Owner under the applicable document(s).

4.02: Signs. (a) An Owner shall have the right to place no more than one monument sign per Lot and one wall sign per business on a building identifying the business within that building on such Owner's Lot. No signs of any kind or nature shall be placed on any portion of the Development by any Owner without the prior written approval of the Board of Directors of the design of any proposed sign in accordance with the provisions of Article 5 hereof, which approval may be granted or withheld by the Board of Directors based upon the standard that all signs must be compatible with the architecture of the Development.

(b) Initial Owner shall be entitled to place a monument sign which identifies the Development on the Common Area at Initial Owner's expense, but such sign shall be maintained by the Association and the costs of maintenance of such sign shall be a Common Expense. The Association shall have the right to cause no trespassing signs, signs concerning traffic and parking regulations, signs which identify the Development or other signs concerning the administration and management of the Development to be placed on the Common Area and such signs shall be a Common Expense.

4.03: Fuel Storage. On lot fuel storage shall be limited to a single storage tank of up to one thousand (1,000) gallons per developable lot. Adequate spill containment structures shall be designed and constructed for any parcel on which fuel is stored. The containment structure shall be capable of holding 110 percent of the maximum volume of the fuel storage tank and shall comply with federal, state, and local regulations. Plans for fuel storage in excess of 1,000 gallons per developable lot shall be subject to review and approval by the Board of Directors. No fuel storage shall be permitted in the Common Area.

4.04: Trash. No trash shall be stored outside on a Lot unless it is placed in a covered trash container which is located within an enclosed service yard. No refuse may be dumped or buried underground on any Lot. No items of any kind shall be dumped on any portion of the Common Area.

4.05: Vehicles. No parking shall be permitted on any portion of the Common Area and no vehicles shall be parked on any portion of a Lot, except within a building located on the Lot or the area of the Lot designed for parking. No inoperable vehicles will be allowed to be stored, long-term, on any Lot.

4.06: Animals. No animals shall be raised, bred, kept or regularly brought to the Development except for dogs or other animals which are trained to and are in fact assisting persons with disabilities and except for dogs which may be brought to the Development by an Owner if the conditions set forth in this Section 4.06 concerning dogs are met. The keeping of livestock, poultry, goats and other farm animals shall not be allowed. If an Owner desires to bring a dog to the Development, such Owner may do so only if there are adequate facilities, such as a fenced yard, dog run or kennel, to contain the dog. All dogs must be in direct control of the person bringing the dog to the Development or kept within a fenced yard, dog run or kennel and no dogs will be allowed to run at large in the Development. No contractor or subcontractor



shall be allowed to bring dogs to the Development during the course of construction of the Improvements on a Lot, with the exception of bird feeders, the feeding baiting, salting or other means of attracting wildlife is not permitted in the Development.

4.07: No Noxious Offensive Hazardous or Annoying Activities. No noxious or offensive activity shall be carried on upon any part of the Development nor shall anything be done or placed on any part of the Development which is or may become a nuisance or cause any unreasonable disturbance or annoyance to others. No activities shall be conducted on any part of the Development which are or might be unsafe or hazardous to any person or property. No glaring light, loud or annoying sound or vibration, smoke or unpleasant odor arising from the use of a Lot shall be permitted.

4.08: No Imperiling of Insurance. No Owner, no Owner's Guests, nor any lessee shall do anything or cause anything to be kept in or on the Development that might result in an increase in the premiums of insurance obtained by the Association or which might cause cancellation of such insurance, without the prior written consent of the Board of Directors first having been obtained.

4.09: No Violation of Law. No Owner, no Owner's Guests, nor any lessee shall do anything or keep anything in or on the Development which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

4.10: No Resubdivision. No Lot shall be resubdivided into smaller parcels or lots.

4.11: Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided, however, that Initial Owner acknowledges that the mineral rights associated with the Development have been partially or wholly severed and are not fully intact or transferred with the surface rights. Thus, the potential exists for the owner or mineral rights lessee of those rights to extract those resources after negotiating a surface use agreement with the Association and any impacted Lot Owners.

4.12: Solar Applications. The installation or use of either active or passive solar equipment shall not be prohibited or restricted solely on the basis of aesthetic considerations, unless such considerations are reasonable and do not significantly increase the cost of such installation or use.

4.13: Temporary Structures, Occupancy and Incomplete Structures. No temporary structures or office trailers shall be allowed on any Lot other than in connection with and during the period of construction, alteration or demolition of the Improvements on a Lot. No space or area of any improvement on a Lot shall be occupied in any manner prior to completion of construction and the issuance of a temporary or permanent certificate of occupancy by the appropriate governmental authority with respect to such space or area. No partially completed structure shall be allowed to remain on a Lot, except during the period of construction, alteration or demolition of such structure and providing that the completion of such construction, alteration or demolition is being pursued with reasonable diligence.



4.14: Variances. The Board of Directors shall be entitled to grant reasonable variances to the restrictions contained in this Article 4 in order to prevent undue hardship to any Owner or for any other good cause shown to exist by an Owner. Any such variance may be granted upon any such conditions as the Board of Directors shall determine. However, no variances shall be granted that would be inconsistent with the PUD Guide, as approved by Resolution No. 2009-09, unless the PUD guide is first amended by the Garfield County Board of Commissioners.

4.15: Weeds. Weeds shall not be allowed to thrive anywhere in the development. The Lot Owner's Association shall be authorized to ensure strict compliance with this section. Individual lot owners or their lessees shall be required to remove or eradicate weeds growing on its lot(s). The owners association shall be responsible for weed control and eradication on all common areas.

4.16: Drainage Easements. Drainage easements shall be under the control of the Lot Owner's Association. No lot owner or lessee shall obstruct any drainage area or improvement that would affect the proper functioning of the drainage easement or structure.

4.17: Storm Water Management Plans. Development of all lots are subject to State of Colorado regulations requiring the creation and submittal of a site-specific Storm Water Management Plan in the format prepared by Zao Engineering and on file with the Board of Directors whenever site disturbance will exceed one (1) acre.

## ARTICLE 5 ARCHITECTURAL CONTROL

5.01: Design Approval. Initial Owner shall not be required to obtain the approval of the Association for the design of any Improvements to be constructed on any Lot owned by Initial Owner, but such design shall conform to the Design Guidelines. Except for such construction by Initial Owner, no Improvements may be constructed on a lot and no modifications to the exterior of any Improvements already constructed on a lot (including without limitation an addition to the structure or the painting of a structure a different color than previously) may be undertaken without in each case obtaining the prior written approval of the Board of Directors of the design of the proposed construction or modification. The Board of Directors shall not be required to grant approval of the design of any construction or modification which would violate the use and occupancy restrictions of Section 4.01 hereof or any other restrictions contained in Article 4 hereof. In considering each request for design approval, the Board of Directors shall be guided by the Design Guidelines and shall attempt to assure that all Improvements within the Development are architecturally compatible and in a compatible color scheme while allowing reasonable and tasteful deviations from the architectural design and style of the Development.

5.02: Approval Procedures. Whenever any Owner requests design approval from the Board of Directors, the Board of Directors may request that such Owner provide the Board of Directors with such items as the Board may reasonably request in order to inform the Board of Directors



about the matter requiring approval. The Board of Directors shall not be required to take any action with respect to a requested design approval unless and until the Board of Directors receives all items reasonably requested by the Board of Directors. Once all of such items have been furnished to the Board of Directors, the Board of Directors shall have 30 days to approve the request as submitted, to approve the request with such reasonable conditions as the Board of Directors may require or to reject the request and, if the Board of Directors does not so act within such 30 day period, the request shall be deemed approved as submitted. If the request is approved, the matter approved shall be undertaken by the Owner in accordance with the items submitted to the Board of Directors and any conditions placed upon such approval by the Board of Directors.

5.03: No Liability. The Board of Directors shall not be responsible nor liable for damages because of any failure to act, disapproval nor failure to approve or disapprove any request for design approval or because of any defects in any items submitted to the Board of Directors in connection with any request for design approval. Any Owner requesting design approval by the Board of Directors by so doing agrees and covenants not to bring any action or suit to recover damages against the Board of Directors, its members as individuals, or its advisors, employees or agents or the Association and its officers and members.

5.04: Design of Property. It is the specific intent of the Declarant to assure that all development and improvement of the Lots is accomplished within the bounds of this Declaration. The design standards set forth herein or as may be adopted hereafter shall be interpreted and applied to serve such intent.

5.05: Adoption of Standards. The Association may, but is not required to, promulgate, adopt, and amend design standards or guidelines consistent with these covenants and additional to those set forth below. A current copy of the adopted, written design standards or guidelines, if any, shall be furnished to each Lot Owner upon written request.

5.06: Obligations with Respect to Zoning and Subdivision. All improvements and uses of a Lot shall fully comply with all zoning, land use, and subdivision statutes and regulations and conditions applicable to such Lot.

5.07: Architectural Control. No Improvement on any Lot shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to in writing and approved as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Board.

5.08: Enforcement. Any violation of these covenants for architectural and design review shall constitute a violation of this Declaration and all Association Documents, subject to enforcement by the Association. The Association is specifically authorized to impose appropriate fines, penalties or other sanctions against a Lot Owner for violation of the architectural and design review covenants, standards and guidelines, and any such monetary



fine or penalty shall constitute a default assessment under Article 8 and may be collected as such.

5.09: Construction and Design Standards.

(a) Construction Standards. Construction or alteration of any Improvement(s) shall meet the standards set forth in these covenants and shall promptly and diligently be completed. For the purposes of these covenants, when a construction material is specified herein, another material may be used in lieu thereof, provided such material is equivalent or superior to the specified material.

(b) Finishes. All buildings shall have exterior walls of face brick, stone, metal, steel, concrete, marble, anodized aluminum, glass, stucco or equivalent permanently finished materials.

(c) Landscaping. Any portion of a Lot upon which improvements are not constructed may be landscaped in accordance with available legal and physical water supply for the Lot.

(d) Screening. All trash areas (and dumpsters) shall be maintained in permanently screened and fenced enclosures.

(e) Illuminations. Overnight security type lighting, and parking, truck service/receiving areas and outdoor storage areas will require fixtures that are of a sharp cut-off design which allow minimal light spill or glare onto adjacent property.

(f) Utilities. All pipes, conduits, cables, or lines for water, gas, sewage, steam, electricity, telephone or any other energy or service serving any individual Lot from any main trunk line or easement shall be installed and maintained below ground, unless otherwise approved in writing by the Association.

(g) Signs. All signs shall conform with the written sign standards contained within the PUD Guide.

(h) Drainage Plan. Lot Owners shall not alter the grades established for drainage purposes. No fences, landscaping materials, or other obstructions shall be constructed in a manner that would prevent the flow of water or inhibit the function of the drainage plan as shown on the construction drawings submitted with the final plat approval. Drainage easements in the Development as shown on the Plat have been conveyed to the Association by easement deed.

(i) Fencing. The use of barbed wire fencing is prohibited on the Property, including privately owned lots.

**ARTICLE 6**

**THE ASSOCIATION**



6.01: Membership. (a) Initial Owner shall be a member of the Association for so long as Initial Owner is the Owner of any Lot. Each individual and each corporation, nonprofit corporation, partnership, limited partnership, limited liability company, limited partnership association, joint venture, trust, nonprofit association, cooperative or other legal entity capable of holding title to real property in Colorado shall automatically become a member of the Association upon becoming an Owner of a Lot. Membership shall be continuous throughout the period that such ownership continues and shall be appurtenant to and inseparable from ownership of a Lot. Membership shall terminate automatically without any Association action whenever any Initial Owner or any other Owner ceases to own any Lot. Termination of membership shall not relieve or release any former member from any liability or obligation incurred by virtue of or in any way connected with ownership of a lot or impair any rights or remedies which the Association or others may have against such former member arising out of or in any way connected with such ownership or membership.

(b) The total number of votes in the Association shall be six (6). The votes are hereby allocated equally to Lots 2 through 5, inclusive, with Lot 1 being allocated 2 votes. If there is only one Owner of a lot, such Owner shall be entitled to cast the vote allocated to such lot at any meeting of the members. If there are multiple Owners of a lot and only one of such multiple Owners is present at a meeting of the members, such Owner shall be entitled to cast the vote allocated to such lot. If there are multiple Owners of a lot and more than one of the multiple Owners of such lot are present at a meeting of the members, the vote allocated to such lot may be cast only in accordance with the agreement of a majority in interest of such Owners as such agreement may be reasonably evidenced to the person presiding over such meeting. It is reasonable evidence of the agreement of a majority in interest of multiple Owners of a lot if any one of such Owners casts the vote allocated to such lot without protest being made promptly to the person presiding over the meeting of the members by any of the other Owners of such lot. Each member which is a corporation, nonprofit corporation, partnership, limited partnership, limited liability company, limited partnership association, joint venture, trust, nonprofit association, cooperative or other legal entity capable of holding title to real property in Colorado shall from time to time designate in writing to the Association one or more individuals who may represent it at a meeting and vote on its behalf. Until the Association is notified in writing to the contrary, any action taken by any person(s) designated in writing to represent such member shall be binding upon such member.

(c) The rights and obligations of members of the Association are further delineated in the Articles, the Bylaws and the Rules and each Owner is advised to obtain copies of the then current Articles, Bylaws and Rules upon becoming an Owner.

(d) Each member shall comply strictly with the provisions of the Declaration, the Articles, the Bylaws and the Rules. The failure of a member to comply strictly with such provisions shall permit the Association to take the actions outlined in the Declaration, the Articles, the Bylaws and the Rules to enforce any such provisions.

6.02: Powers of the Association. (a) The Development shall be administered and managed by the Association pursuant to this Declaration, the Articles, the Bylaws and the Rules. The Association shall have all of the powers expressed in, or implied from, the provisions of



Section 38-33.3-302(1) of the Act and the provisions of the Declaration, the Articles, the Bylaws or the Rules subject, however, to the following limitations;

(i) except for the power to grant easements, licenses and concessions through or over the Common Area set forth in Section 38-33.3-302(1)(i) of the Act, the Association shall not convey or encumber the Common Area unless all Owners and all First Lienors have given their approval thereof;

(ii) no part of the net earnings of the Association shall inure to the benefit of any member of the Association.

(b) Without limiting the generality of the foregoing, the Association shall have the power from time to time as it deems necessary and appropriate to adopt, amend and enforce the Rules in order to implement the provisions of the Declaration, including without limitation, Rules intended to promote the general health, safety and welfare of persons within the Development, to protect and preserve property and to regulate the use of the Common Area.

(c) All of the Rules adopted by the Association shall be reasonable and shall be uniformly applied. The Association may provide for enforcement of the Rules through reasonable and uniformly applied fines and penalties, which shall be collectable by the Association as a charge pursuant to the provisions of Article 8 hereof. Each Owner, and such Owner's Guest, shall be obligated to and shall comply with and abide by the Rules and pay such fines or penalties upon failure to comply with or abide by the Rules. The Association shall not be responsible to any Owner or Guest for the non-observance by any other Owner or Guest of the Rules.

(d) The Association shall own the water system and all components thereof. At all times, the Association shall keep in full force and effect the West Divide Water Conservancy District Lease #070322SL(a), which shall be renewed annually, with costs allocated to the Subdivision Lot owners.

(e) The Association shall at all times comply with fire protection requirements of the Grand Valley Fire Protection District, including, but not limited to, the installation of a 10,000 gallon water tank in the easement location shown on the Plat.

6.03: Board of Directors. The Board of Directors is hereby designated to act on behalf of the Association and shall be responsible for the control and management of the Association and the disposition of its funds and property; provided, however, that the Board of Directors may not act on behalf of the Association to: (a) amend the Declaration except in the instances set forth in the Declaration; (b) terminate the Development; or (c) elect directors or determine the qualifications, powers and duties, or terms of office of directors, but the Board of Directors may fill vacancies in the Board of Directors for the unexpired portion of any term. The number of directors, their terms of office and their qualifications shall be determined according to the laws. The members of the Association shall elect and may remove all directors.

6.04: Officers. The officers of the Association shall be a president, a secretary, a treasurer and such other officers as may from time to time be prescribed by the Bylaws. The terms of office



of the officers of the Association and their qualifications shall also be determined according to the Bylaws. The Board of Directors shall elect and may remove the officers of the Association.

## ARTICLE 7

### MAINTENANCE AND INSURANCE

7.01: Maintenance by Owners. Each Owner shall be responsible for maintaining in a clean, safe, attractive condition and in good order and repair all portions of such Owner's Lot and Improvements. In performing such maintenance, no Owner shall do any act or work which impairs or otherwise affects the Common Area. If, in the reasonable judgment of the Association, an Owner has failed to maintain such Owner's lot and improvements in a clean, safe and attractive condition and in good order and repair, the Association may, after 10 day's notice to such Owner, perform all work deemed necessary by the Association to place such lot and Improvements in conformity with the foregoing standards and shall have access to such lot and Improvements for such purposes. The Association shall be reimbursed by the Owner who or which failed to adequately maintain such Owner's Lot and Improvements for all costs of the work performed by the Association pursuant to the authorization contained in the preceding sentence in the manner set forth in Section 8.04 hereof.

7.02: Maintenance by the Association. (a) The Association shall be responsible for maintaining all portions of the Common Area. The costs of such maintenance shall be a Common Expense. If, however, the need to perform such maintenance results from the negligence or intentional act of an Owner or such Owner's Guests, such Owner shall reimburse the Association for all costs of such maintenance in the manner set forth in Section 8.04 hereof.

(b) The Association shall at all times maintain the Sediment Basin and shall remove accumulated sediments when they reach a level of 4,987.00 feet.

(c) The Association shall at all times comply with requirements of the Colorado Department of Public Health and Environment in the operation and maintenance of the Subdivision public water supply.

7.03: Maintenance of Individual Sewage Disposal Systems (ISDS). If a Lot is developed with permanent buildings, at least one building on each lot shall contain a minimum of one (1) bathroom containing a toilet and sink. All sewage disposal therefrom shall be disposed of by means of an engineered individual sewage disposal system designed by a Colorado registered professional engineer. Each ISDS shall be constructed in a manner to facilitate ready access for servicing the system.

The Association shall contract with an individual qualified and experienced in inspection and maintenance of ISDS to conduct inspections on an annual basis or such more frequent basis as the Association may deem necessary to determine each Lot's system maintenance requirements. The Association shall have the right to take any action necessary to enforce



compliance with the operation and maintenance required for a properly functioning system. Any such action shall be at the individual Lot owner's expense.

The basic management plan for the operation and maintenance of the ISDS is as follows:

- (a) Only wastewater from toilets, lavatories, showers and janitorial sinks used for restroom cleaning may be introduced into the individual sewage disposal systems. Other wastes, including grease, must be disposed of separately.
- (b) Each septic tank should be inspected annually by the Lot Owner and pumped, if necessary, notwithstanding the Association's cleaning contract with a septic tank system cleaner.
- (c) The septic tank should be pumped by a professional septic tank system cleaner with proper disposal of waste materials.
- (d) Leach fields and septic tanks shall be located or isolated away from areas where vehicular traffic or other activities that could result in damage to the system components or compaction of soils will occur.
- (e) The individual sewage disposal systems shall be protected from excess water from roof drains, surface drainage, irrigation water, leaky faucets, or leaky toilets.

Industrial and/or commercial wastewater discharges shall not be permitted through on-site wastewater disposal systems, including wastewater produced through manufacturing processes and vehicle washing activities. Only domestic wastewater shall be disposed of through the individual sewage disposal systems. At no time shall any hazardous or toxic materials used in or generated from a commercial or industrial activity or process be allowed to drain into an ISDS serving a facility. All such commercial or industrial waste shall be disposed of to an on-site, non-discharging system designed by a Registered Professional Engineer. Hazardous or toxic wastes collected in said non-discharging systems must be properly managed and disposed of in accordance with all applicable Federal, State and local laws and regulations. All non-discharging systems shall be included in the inspection schedule identified above.

7.03: Insurance. (a) The Association shall provide and keep in force the following insurance:

(i) Property damage insurance on any improvements that may be constructed on the Common Area insuring against loss by fire, lightning and the risks covered by the "all risks" endorsement of the insurer (which risks shall include at least vandalism, malicious mischief and those risks covered by a standard broad form coverage endorsement) in an amount not less than the full replacement cost of the insured property (without deduction for depreciation but less applicable deductibles and exclusive of the costs of land, excavation, foundations, paving and other items normally excluded from property policies) in an agreed endorsement amount. Such insurance may be carried in blanket policy form naming the Association as the insured. Any loss covered by such insurance must be adjusted with the Association whether or not the insurance proceeds with respect to that loss are payable to the Association. Such insurance



proceeds shall be payable to the Association unless the Association shall have previously designated in writing an insurance trustee for that purpose, but in no event shall such insurance proceeds be payable to any Lienholder. The Association or the insurance trustee receiving such insurance proceeds shall hold such insurance proceeds in trust for the Association, the Owners and the Lienholders as their interests may appear. Such insurance proceeds shall be disbursed in accordance with the provisions of Section 9.02 hereof and the Association, the Owners and the Lienholders are not entitled to receive payment of any portion of such insurance proceeds unless there is a surplus of such insurance proceeds after such disbursements have been made.

(ii) Commercial general liability insurance against claims and liability arising in connection with the ownership, existence, use, or management of the Common Area (including liability for death, personal injury and property damage) in the amount deemed sufficient by the Board of Directors insuring the Board of Directors, the Association, the managing agent (if any) and their respective employees, agents and all persons acting as agents, and the Owners (including Initial Owner). The policy of such insurance shall provide that it will also cover claims of one or more insured parties against other insured parties.

(iii) Such other insurance in such amounts as the Association may consider necessary or advisable against such other insurable hazards as the Association may from time to time wish to insure against.

(b) All insurance which is carried by the Association pursuant to the provisions of Section 7.03(a) hereof shall be issued by responsible insurance companies authorized to do business in the State of Colorado. Each policy of insurance described in Sections 7.03 (a)(i) and (ii) hereof shall contain the following provisions: (i) such policy shall not be materially modified or canceled without at least 30 days prior written notice to the Association and to each Owner and Lienholder whose or which address has been made known to the insurer; (ii) the insurer waives its rights of subrogation under such policy as to any claim against the Association, its officers, directors and employees, any Owner and members of such Owner's household and any Lienholder; (iii) each Owner is an insured person under such policy with respect to liability arising out of such Owner's membership in the Association; (iv) no act or omission by an Owner, unless acting within the scope of such Owner's authority on behalf of the Association, shall void such policy or operate as a condition to recovery under such policy; and (v) if, at the time of loss under such policy, there is other insurance in the name of an Owner covering the risk covered by such policy, the Association's policy shall provide primary insurance. If the insurance described in Sections 7.03 (a)(i) and (ii) hereof is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefor having been obtained, the Association promptly shall cause notice of such fact to be hand delivered or sent prepaid by United States mail to all Owners and to all Lienholders whose or which address has been made known to the Association.

(c) Each Owner shall be solely responsible for obtaining and maintaining any insurance covering loss or damage to any Improvements located on such Owner's lot and to any personal property on such Owner's lot and covering liability for injury, death or damage occurring on such Owner's lot. Any policy of such insurance shall contain waivers of subrogation as to any claim against the Association, its officers, directors and employees, any Owner and such



Owner's Guests and any Lienholder and shall be so written that the liability of the insurers issuing insurance obtained by the Association shall not be affected or diminished thereby.

(d) The costs of obtaining and maintaining all insurance which is carried by the Association pursuant to the provisions of Section 7.03(a) hereof shall be a Common Expense to be prorated among all Owners as set forth in the Declaration, notwithstanding the fact that the Owners may have disproportionate risk. To the extent that the Association settles claims under the insurance described in Section 7.03 hereof for damages to real property, any Owner whose or which negligence caused such loss shall reimburse the Association for the amount of all deductibles paid by the Association with respect to such claims in the manner set forth in Section 8.04 hereof.

## ARTICLE 8

### ASSESSMENTS AND CHARGES

8.01: Annual Assessments. (a) Until the Association establishes an annual assessment for Common Expenses for the initial fiscal year of the Association, Initial Owner shall pay all Common Expenses. The Association shall establish an annual assessment with respect to the initial fiscal year of the Association for the purpose of paying or creating a reserve for Common Expenses. The amount of the annual assessment for the initial fiscal year of the Association and for each fiscal year thereafter shall be based upon the Budget to be adopted by the Association. The Budget shall be based upon a good faith estimate of the Common Expenses to be paid or reserved for the fiscal year covered by the Budget including, without limitation, an estimate of the costs of the maintenance required to be performed by the Association pursuant to the provisions of Section 7.02 hereof during such fiscal year, an estimate of the costs of the insurance described in Section 7.03 hereof to be obtained by the Association during such fiscal year and an estimate of the amount of funds to be reserved during such year for the costs of the periodic refurbishing and replacement of those items which are to be maintained and repaired by the Association pursuant to the provisions of Section 7.02 hereof as such items wear out or become obsolete so that the costs of such periodic refurbishing or replacement may be paid through the annual assessments instead of special assessments. The annual assessment for each fiscal year shall be established only after a Budget is adopted in accordance with the provisions of Section 8.01(b) hereof. The Board of Directors may adjust the amount of an annual assessment during the fiscal year covered by such annual assessment from time to time as the Board of Directors may in its discretion deem necessary or advisable, but any such adjustment shall be based upon a revised Budget adopted by the Association in accordance with the provisions of Section 8.0 (b) hereof.

(b) Beginning with the first fiscal year of the Association or in the event the Association desires to make an adjustment to an annual assessment previously established with respect to any such fiscal year, the Board of Directors shall adopt a proposed Budget to serve as the basis for the establishment of the annual assessment or the adjustment to the annual assessment (as the case may be). Within 30 days after the adoption of such proposed Budget, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver a summary of such



proposed Budget to all Owners and shall set a date for a meeting of Owners to consider ratification of such proposed Budget not less than 14 nor more than 60 days after mailing or other delivery of the summary. Unless at that meeting Owners holding 80 percent or more of the total votes in the Association reject such proposed Budget, such proposed Budget shall be considered ratified, whether or not a quorum is present. In the event such proposed Budget is rejected, the Budget last adopted by the Association shall be continued until such time as the Owners ratify a subsequent Budget proposed by the Board of Directors and the proposed annual assessment or adjustment to the annual assessment shall be based upon such continued Budget.

8.02: Special Assessments. In addition to the annual assessments authorized in Section 8.01 hereof, the Association may establish at any time a special assessment for the purpose of paying or creating a reserve for, in whole or in part, the cost of any expense which the Association is entitled to incur pursuant to the provisions of this Declaration, the Articles or the Bylaws and which is not scheduled to be paid in a Budget adopted by the Association. No special assessment may be levied by the Association unless such special assessment has been approved by the Board of Directors and by the majority vote of the Owners present in person or proxy at a meeting called for such purpose at which a quorum was present.

8.03: Payments of Assessments. All annual assessments shall be payable in equal monthly installments or, at the option of the Association, in equal quarterly installments. Each installment of the annual assessments shall be due on the first day of the period to which it relates in the amount specified in the most recent written notice from the Association until the Association notifies an Owner in writing of a different amount. At the option of the Association, special assessments may be payable in a lump sum or in quarterly or monthly installments. Each special assessment shall be due 10 days after the Association gives an Owner notice of the amount of such Owner's assessment. The Association may charge and collect a late charge in the amount of \$25 (or in such other amount as may be established by the Board of Directors in the Rules) for any annual or special assessment which is not paid when due. In addition, the Association may charge and collect interest at an annual rate of 21 percent on any annual or special assessment which is not paid within 30 days after the due date thereof, which interest shall run from such due date until the date of payment. If the Association engages an attorney to collect any annual or special assessment not paid when due, the Owner responsible for the payment of such annual or special assessment shall reimburse the Association for all costs of collection of such annual or special assessment including, without limitation, reasonable attorneys' fees.

8.04: Charges. Each Owner shall be liable for all charges with respect to such Owner or such Owner's Lot as set forth in the Declaration which include, but are not limited to, the costs to be reimbursed to the Association by an Owner pursuant to the provisions of Sections 7.01, 7.02 and 7.03(d) hereof, fines and penalties for violations of the Rules as described in Section 6.02(b) hereof and the late charge described in Section 8.03 hereof. Any charge shall be payable within 10 days after notice of the amount of such charge is delivered to an Owner and, if not paid when due, shall thereafter bear interest at an annual rate of 21 percent. If the Association engages an attorney to collect any such charge not paid when due, the Owner responsible for the payment of such charge shall reimburse the Association for all costs of



collection of such charge including, without limitation, reasonable attorneys' fees. Any charge collected by the Association shall be used by the Association in furtherance of its duties hereunder or to defray Common Expenses.

8.05: Liability of Owners. The liability for annual and special assessments of the Common Expenses is hereby allocated equally to each lot so that the Owners of each lot are liable for a portion of the total amount of the annual and special assessments for the Common Expenses equal to such total amount multiplied by such Lots Sharing Ratio; provided, however, that the Association may allocate on a reasonable basis the liability for annual and special assessments for those Common Expenses which benefit some but not all of the lots to the Owners of each lot so benefited. The amount of any annual and special assessment and charges payable with respect to an Owner or such Owner's lot shall be a personal obligation of the Owner of such lot and such Owner's heirs, devisees, personal representatives, successors and assigns and, if there are multiple Owners of one lot, such obligation shall be a joint and several obligation of each Owner of such lot. Except as set forth in Section 8.06 hereof, a party acquiring fee simple title to a lot shall be jointly and severally liable with the former Owner of the lot for all such amounts which had accrued and were payable at the time of the acquisition of fee simple title to the lot by such party without prejudice to such party's right to recover any of such amounts paid by such party from the former Owner. No Owner shall be exempt from liability for payment of such Owner's share of the Common Expenses either by waiver of the use or enjoyment of the Common Area or Easement or by abandonment of such Owner's lot.

8.06: Liability of Lienholders. The transfer of title to a lot pursuant to a foreclosure of a Security Interest or pursuant to any procedure in lieu thereof shall extinguish the lien for annual and special assessments and charges against such lot described in Section 8.07 hereof as to payments which become due prior to such transfer but only to the extent such Security Interest has priority over the Association's lien as specified in Section 38-33.3-316(2)(b) of the Act. A Lienholder shall not be personally liable for any assessment or charge payable by the Owner of the lot encumbered by the Security Interest held by such Lienholder, but the Association agrees to accept any payment of such assessment or charge made voluntarily on behalf of such Owner by such Lienholder.

8.07: The Association's Lien. The Association shall have, from the date of recording of this instrument, a lien against each lot to secure payment to the Association of all annual and special assessments with respect to such lot and all charges with respect to each Owner of such lot together with interest thereon at the annual rate of 21 percent from the due date thereof and together with all costs and expenses of collecting such assessments and charges including reasonable attorneys' fees. The Association's lien shall be prior and superior to all other liens and encumbrances on a lot except: (a) liens and encumbrances recorded prior to the recordation of this instrument; (b) the Security Interest of a First Lienor with respect to such lot except to the extent specified in Section 38-33.3-316(2)(b) of the Act; (c) liens for real estate taxes and other governmental charges against such lot and (d) mechanic's and materialman's liens which by law may be prior to the Association's lien. The Association's lien shall attach from the date of recording of this instrument and shall be considered perfected without the necessity of recording a notice of default and claim of lien. Nevertheless, the Association may, as evidence of the Association's lien but not as a condition to enforcement of the Association's lien, record



a notice of default and claim of lien executed by an officer or director of the Association and containing substantially the following information: (i) the legal description of the lot against which the lien is claimed; (ii) the name of the defaulting Owner(s) of such lot(s) indicated by the Association's records; (iii) the total unpaid amount together with interest thereon and the costs of collection as of the date of such notice; (iv) a statement that the notice of default and claim of lien is made by the Association pursuant to the Declaration; and (v) a statement that a lien is claimed and will be foreclosed against such lot in an amount equal to the amount stated as then due and any additional amounts thereafter becoming due. If the Association elects to file such notice of default and claim of lien, the Association shall send a copy of such notice of default and claim of lien to all Owners and all Lienholders whose or which name and address were made known to the Association of the lot against which such lien is claimed at their addresses last known to the Association within 10 days after the recording of such notice of default and claim of lien. The Association's lien may be foreclosed in the manner provided by Colorado for the foreclosure of mortgages encumbering real property. At its option, the Association may recover any amounts claimed to be due in a notice of default and claim of lien by an action for a money judgment. In any such foreclosure or action, the Owner(s) of the lot subject to such foreclosure or action shall be required to pay the costs and expenses of such proceedings, including reasonable attorneys' fees. The Association shall be entitled to purchase the lot at any foreclosure sale, and to acquire, hold, lease, mortgage or convey the same. In any such foreclosure or action, the Court may appoint a receiver to collect all sums alleged to be due from the Owner(s) prior to or during the pendency of such foreclosure or action. The Court may order the receiver so appointed to pay any sums held by such receiver to the Association during the pendency of such foreclosure or action to the extent of the unpaid annual and special assessments and charges.

8.08: Statement of Unpaid Assessments and Charges. The Association shall furnish to an Owner of a lot, a designee of such Owner, a Lienholder with respect to a lot or a designee of such Lienholder, upon receipt by the Association of a written request accompanied by the payment of a fee in the amount of \$25 (or in such other amount as may be established by the Board of Directors in the Rules), a written statement setting forth the amount of the unpaid annual and special assessments and changes, if any, with respect to such lot. Such statement shall be furnished within 14 calendar days after receipt of such request and fee and is binding upon the Association, the Board of Directors and every Owner. If no statement is furnished to the requesting party within such 14 calendar day period, then the Association shall have no right to assert a lien upon the lot for unpaid annual and special assessments and charges which were due as of the date of the request.

8.09: Surplus Funds. Upon the determination by the Board of Directors that surplus funds of the Association remain after payment or provision for Common Expenses and any prepayment or provision for reserves, the Board of Directors may decide either to distribute such surplus funds to the Owners in accordance with the respective Sharing Ratios of their lots or to credit such surplus funds to the Owners in accordance with the respective Sharing Ratios of their lots against their respective liabilities for future Common Expenses.

## **ARTICLE 9**

### **SHARED WELL FACILITIES**



9.01: Strong Well Facilities. (a) The Strong Well structure and related facilities, including the pump, pipelines, well equipment, and well permit, shall be owned by the Association. Each Owner's respective interest in the Strong Well shall be appurtenant to the benefited Lot, and such interests may not be conveyed separately from the respective Lots. The water rights for the well, as augmented, are owned by the Association for the benefit of all Owners. The Association holds all necessary easements for supplying water to all Lots in the development, and for the operation, maintenance, repair and replacement of the Strong Well, its pump, pipelines, and well equipment.

(b) Each Owner shall be entitled to its proportionate share of the water produced from the Strong Well, subject to the terms and conditions of Well Permit #67484-F. No Owner shall use more than its proportionate share of the water physically available from the well. Well water shall be used only for those uses itemized in the Planned Unit Development Guide for the Development recorded at Reception Number 762609 in the records of the Garfield County Clerk and Recorder.

(c) In the event the Strong Well should ever run dry or fail for any reason, the Owners may decide either to redrill the well or drill a new well. Should the individual Owners fail to reach agreement on the proper remedy, the Association shall determine the appropriate course of action, which decision shall be binding on the Owners.

9.02: Association and Lot Costs. All costs incurred for the operation, repair, maintenance and replacement of the Strong Well, together with its pump, common pipelines, and well equipment which are deemed to commonly benefit the Owners, shall be paid according to the following formula:

Lot 1	1/3 of total costs
Lots 2 through 5	1/6 of total costs to each Lot

Costs shared by the Association shall include, but are not limited to, pump electric charges. Such charges shall be assessed as part of the Association's monthly dues to Owners in the proportions described above. Each Owner shall bear the cost of operation, repair, maintenance and replacement of pipelines or other components which are not used in common, but which are used solely to provide water service to that Owner's Lot. It is the intent of the parties that each Owner will be solely responsible for the operation, repair, maintenance and replacement of that part of the water delivery system which is solely used to provide water service from the well to that Owner's Lot.

9.03: Maintenance Authorization. In the event that any Owner determines that repair, maintenance, improvements, or replacements are necessary for the well structure, pipelines or appurtenant common facilities, such Owner shall so notify the Association in writing. Except as otherwise provided for in this section, the Association shall make such repairs as it deems necessary. Any Owner shall be entitled to make any and all reasonable improvements in an emergency which are essential for the proper functioning of the well, pump, pipeline or appurtenant facilities and to seek reimbursement from the other Owners.



9.04. No Waste. No Owner may waste water, and each Owner shall exercise prudence and conservation in water use to allow for efficient and beneficial operation of the well and to avoid burdening the aquifer and well pump unnecessarily.

9.05. Future Regulation. In the event that any quasi-government, government or judicial authority imposes future requirements or restrictions on the use of the Strong Well, the Association shall inform the Owners of their duty to comply with such requirements to ensure a continuing water supply for each Lot.

9.06. Covenant Plat Note. The public water system approved as of the date of the Final Plat recorded with Reception No. \_\_\_\_\_ is constructed to meet the requirements of the Colorado Department of Public Health & Environment Water Quality Control Division for a Public Water Supply as a Transient, Non-Community water system to specifically serve up to six (6) 1,500 sq. ft. offices, 5 warehouses, and 22 full-time employees for the offices for the entire subdivision. At such time that the regularly served population exceeds 24 persons for more than six (6) months per year, then the Association shall be required to obtain proper approvals for a Non-transient, non-community public water system from the Colorado Department for Public Health & Environment Water Quality Control Division pursuant to state law.

## ARTICLE 10

### DAMAGE OR DESTRUCTION

10.01: Requirement of Repair and Restoration. In the event of any damage or destruction to any portion of the improvements located on the Common Area for which insurance is required to be maintained by the Association under the provisions of Section 7.03(a)(i) hereof, the Association shall cause such damaged or destroyed portion of the Development to be fully repaired or restored promptly after the occurrence of such damage or destruction unless such repair or restoration would be illegal under any state or local statute or ordinance governing health or safety.

10.02: Insurance Proceeds. The insurance proceeds paid to the Association as a result of the damage or destruction of any portion of the improvements located on the Common Area shall be disbursed by the Association first to the expenses of the repair or restoration of the damaged or destroyed portion of such improvements and the remainder shall be disbursed to the Owner of each lot or the Lienholder with respect to such lot, as their interests may appear, in accordance with the Sharing Ratio of such lot. If the costs of the repair or restoration of the damaged or destroyed portion of the improvements located on the Common Area required by Section 10.01 hereof are in excess of the insurance proceeds paid to the Association as a result of such damage or destruction, the excess amount shall be a Common Expense payable by the Owners in accordance with the respective Sharing Ratios of their lots.



10.03: Notice to Lienholders. Promptly after the occurrence of any fire or other casualty which causes damage or destruction of any portion of the improvements located on the Common Area for which insurance is required to be maintained by the Association under the provisions of Section 7.03 hereof and which the Association estimates will cost \$10,000.00 or more to repair, the Association shall deliver written notice thereof to all Lienholders whose or which address has been made known to the Association. The delivery of such written notice shall not be construed as imposing any liability whatever on any Lienholder to pay all or any part of the costs of repair or restoration.

## ARTICLE 11

### CONDEMNATION

If all or any portion of the Common Area is taken under any statute, by right of eminent domain, or by purchase in lieu thereof, then the Association (as attorney-in-fact for the Owners) shall collect the award made in such taking, shall promptly cause the portion of the Common Area not so taken to be restored. The costs of such restoration in excess of the amount of the award for such taking shall be a Common Expense payable by the Owners in accordance with the respective Sharing Ratio of their lots. The amount of the award paid to the Association as a result of any such taking which is not used for such restoration shall be disbursed by the Association to the Owner of each lot or the Lienholder with respect to such lot, as their interests may appear, in accordance with the Sharing Ratio of such lot.

## ARTICLE 12

### MISCELLANEOUS PROVISIONS

12.01: Enforcement and Remedies. The provisions of the Declaration which create certain rights in Initial Owner shall be enforceable by Initial Owner and the other provisions of the Declaration shall be enforceable by the Association. In enforcing the Declaration, the Association shall be entitled to utilize any of the remedies set forth in Article 8 hereof and both Initial Owner and the Association and any other party entitled to enforce the Declaration shall be entitled to any remedy at law or in equity including without limitations, an action seeking a prohibitive or mandatory injunction or damages or both. In any action for the enforcement of the Declaration, the party or parties against which or whom enforcement is sought shall pay the reasonable attorney's fees and costs, including the reasonable attorney's fees for any appeal, incurred by the party enforcing the Declaration in the amount determined by the Court if the party enforcing the Declaration is the prevailing party in such action. The issuance of a building permit or certificate of occupancy which may be in contravention of the Declaration shall no prevent enforcement of the Declaration. All cost incurred by the Association in the enforcement of the Declaration shall be a Common Expense.

12.02: Duration. The Declaration shall continue and remain in full force and effect in perpetuity, as the same may be amended from time to time in accordance with the provisions of



Section 11.03 hereof, unless the Declaration is sooner terminated by an amendment made in accordance with the provisions of Section 12.03 hereof.

12.03: Amendment. The provisions of the Declaration which create certain rights in Initial Owner may be amended only with the prior written consent of Initial Owner. Any amendment to the Declaration which proposes to terminate the Declaration or which proposes to amend the provisions of the Declaration pertaining to the Sharing Ratio of each lot, the allocation of the liability for Common Expenses and voting rights to each lot and the rights of Lienholders under the Declaration must be signed by all Owners and consented to in writing by all of the Lienholders whose or which name and address have been made known to the Association. The Association shall be entitled to amend the Declaration in those circumstances set forth in Section 38-33.3-107 of the Act Except for the foregoing amendments, the provisions of this Declaration may be amended only by the recording of a written instrument or instruments specifying the amendment signed by the Owners who or which are entitled to vote at least 80 percent of the total votes in the Association. No amendment to the PUD zoning guidelines approved by Garfield County Board of County Commissioners Resolution No. 2009-08 and recorded as Reception No. 762609 in the Office of the Garfield County Clerk and Recorder, or the Preliminary Plan approved by Garfield County Board of County Commissioners Resolution No. 2009-09 and recorded as Reception No. 762610 in the Office of the Garfield County Clerk and Recorder shall be effective without Board of County Commissioners approval. No amendments to these Declarations shall conflict with requirements of the Board of County Commissioners as contained in the above-referenced approvals as they relate to these Declarations.

12.04: Covenants Running with the Land. Each provision of the Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of the Declaration shall be deemed a covenant running with the land as a burden with and upon the title to each lot of real property within the Development for the benefit of any other real property within the Development.

12.05: Limited Liability. A director or an officer of the Association shall not be liable for actions taken or omissions made in the performance of his or her duties except for wanton and willful acts or omissions. The liability of directors and officers shall be further limited by the provisions of Parts 4 and 5 of Article 128 of Title 7 of Colorado Revised Statutes and the provisions of the Articles and the Bylaws. Neither Initial Owner nor any member, manager, agent or employee of Initial Owner shall be liable to any party for any action or for any failure to act with respect to any matter arising in connection with the Declaration if the action taken or failure to act was in good faith and without malice.

12.06: Successors and Assigns. Except as otherwise provided herein, the Declaration shall be binding upon and shall inure to the benefit of Initial Owner and each subsequent Owner and their respective heirs, devisees, personal representatives, successors and assigns. Initial Owner and each subsequent Owner shall be fully discharged and relieved of liability with respect to the obligations of such party under the Declaration upon ceasing to own an interest in a lot and upon the payment of all sums and the performance of all other obligations of such party under the Declaration up to the time such party ceased to own an interest in a lot.



12.07: Successors to Initial Owner. The following shall be successors to Initial Owner: (a) any party to whom or which Initial Owner conveys all lots then owned by Initial Owner and assigns all rights of Initial Owner under the Declaration and who or which assumes all of Initial Owner's obligations under the Declaration; and (b) any Lienholder who or which obtains title to all lots owned by Initial Owner through foreclosure of the Security Interest held by such Lienholder or through any proceeding in lieu of such foreclosure and who or which assumes all of Initial Owner's obligations under the Declaration.

12.08: Notices to Owners and Association. Each Owner shall register such Owner's mailing address with the Association, and except for statements for the assessments, notices of Association meetings, other routine notices and notices which may be sent in another manner in accordance with the provisions of the Declaration, all notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner fails to register such Owner's mailing address with the Association, such Owner's mailing address shall be deemed to be the address of such Owner's lot. All notices, demands or other notices intended to be served upon the Association shall be sent certified mail, postage prepaid, to the address of the Association as designated in the Bylaws.

12.09: Severability. Invalidity or unenforceability of any provision of the Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of the Declaration.

12.10: Captions. The captions and headings in the Declaration are for convenience only and shall not be considered in construing any provisions of this Declaration.

12.11: Construction. When necessary for proper construction, the masculine of any word used in the Declaration shall include the feminine or neutered gender, and the singular the plural and vice versa.

12.12: Governing Law. The Declaration shall be governed by and construed under Colorado law.

IN WITNESS WHEREOF, the parties have executed this Declaration on the day and year set forth next to their signatures.





**EXHIBIT A**

Attached to and forming a part of the Declaration for Strong Subdivision and Planned Unit Development.

**LEGAL DESCRIPTION OF THE PROPERTY**

Lots 1 through 5, inclusive, of the Strong Subdivision and Planned Unit Development, according to the plat for Strong Subdivision and Planned Unit Development recorded \_\_\_\_\_, 2010, at Reception # \_\_\_\_\_ of the real estate records of Garfield County, CO.

## EXHIBIT B

Attached to and forming a part of the Declaration for Strong Subdivision and Planned Unit Development.

### MATTERS TO WHICH TITLE TO THE COMMON AREA MAY BE SUBJECT

- 1] Real property taxes and assessments for the year of conveyance, due and payable the subsequent year.
- 2] All matters set forth on the Final Plat of the Strong Subdivision and Planned Unit Development, recorded \_\_\_\_\_, 2010, at Reception Number of the real estate records of Garfield County, CO, and all amendments and supplements thereto thereafter recorded in the real estate records of Garfield County, CO
- 3] The provisions of the Planned Unit Development Guide for Strong Subdivision and PUD, which was recorded February 3, 2009, at Reception Number 762609 of the real estate records of Garfield County, CO.



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 4<sup>th</sup> day of October, 2010, by and between UNA DEVELOPMENT, LLC, a Colorado corporation, whose address is 0195 Panoramic Drive, P.O, Box 809, Silt, CO 81652 (hereinafter "Grantor"), and the BOARD OF COUNTY COMMISSIONERS, GARFIELD COUNTY, COLORADO, whose address is 108 8th Street, Glenwood Springs, CO 81601 (hereinafter "Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, has sold and conveyed, and by these presents does hereby sell and convey unto the Grantee, its successors and assigns, forever, the following real property in the County of Garfield, State of Colorado, to wit (the "Property"):

Internal subdivision right-of-way known as Bud's Way as shown on Exhibit A attached hereto and incorporated herein by this reference.

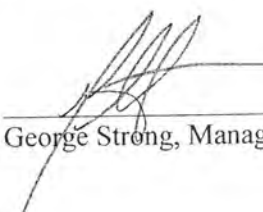
TOGETHER WITH all improvements, easements and appurtenances thereto belonging or in any way appertaining, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or in equity, of, in and to the Property.

GRANTOR does covenant and agree to and with Grantee to warrant and defend title to the Property and the quiet and peaceful possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through or under Grantor, subject to all real property taxes and assessments for the year in which the deed is dated, and all of the covenants, conditions, restrictions, and easements of record.

THIS DEED is dated as of the day and year first written above.

UNA DEVELOPMENT, LLC  
A Colorado limited liability company

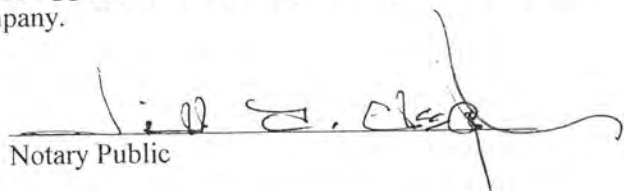
By:

  
George Strong, Manager

STATE OF COLORADO     )  
  )  
COUNTY OF GARFIELD    )

Acknowledged before me this 4<sup>th</sup> day of October, 2010, by George Strong, as Manager of Una Development, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.  
My Commission expires: 4/19/11

  
Notary Public



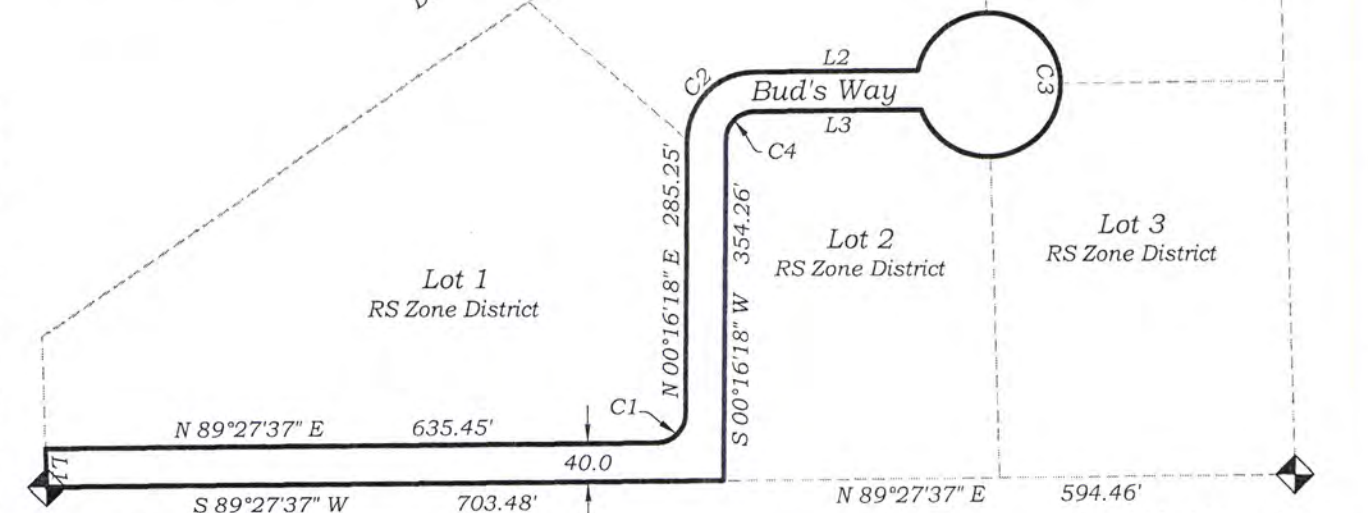
# RIGHT-OF-WAY EXHIBIT BUD'S WAY



SCALE: 1" = 200'

County Road No. 300

Denver Rio-Grande Western Railroad



Southwest Corner Section 27  
BLM Aluminum Cap

West 1/16 Corner Between  
Sections 27 & 34  
3-1/4" Aluminum Cap  
LS No. 36572

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°56'54"E	40.00
L2	S89°27'37"W	170.21
L3	S89°27'37"W	172.99

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	30.00'	46.70'	42.12'	N 44°51'57" E	89°11'19"
C2	70.00'	108.96'	98.29'	S 44°51'57" W	89°11'19"
C3	75.00'	430.65'	40.10'	N 04°30'25" W	328°59'31"
C4	30.00'	46.70'	42.12'	S 44°51'57" W	89°11'19"







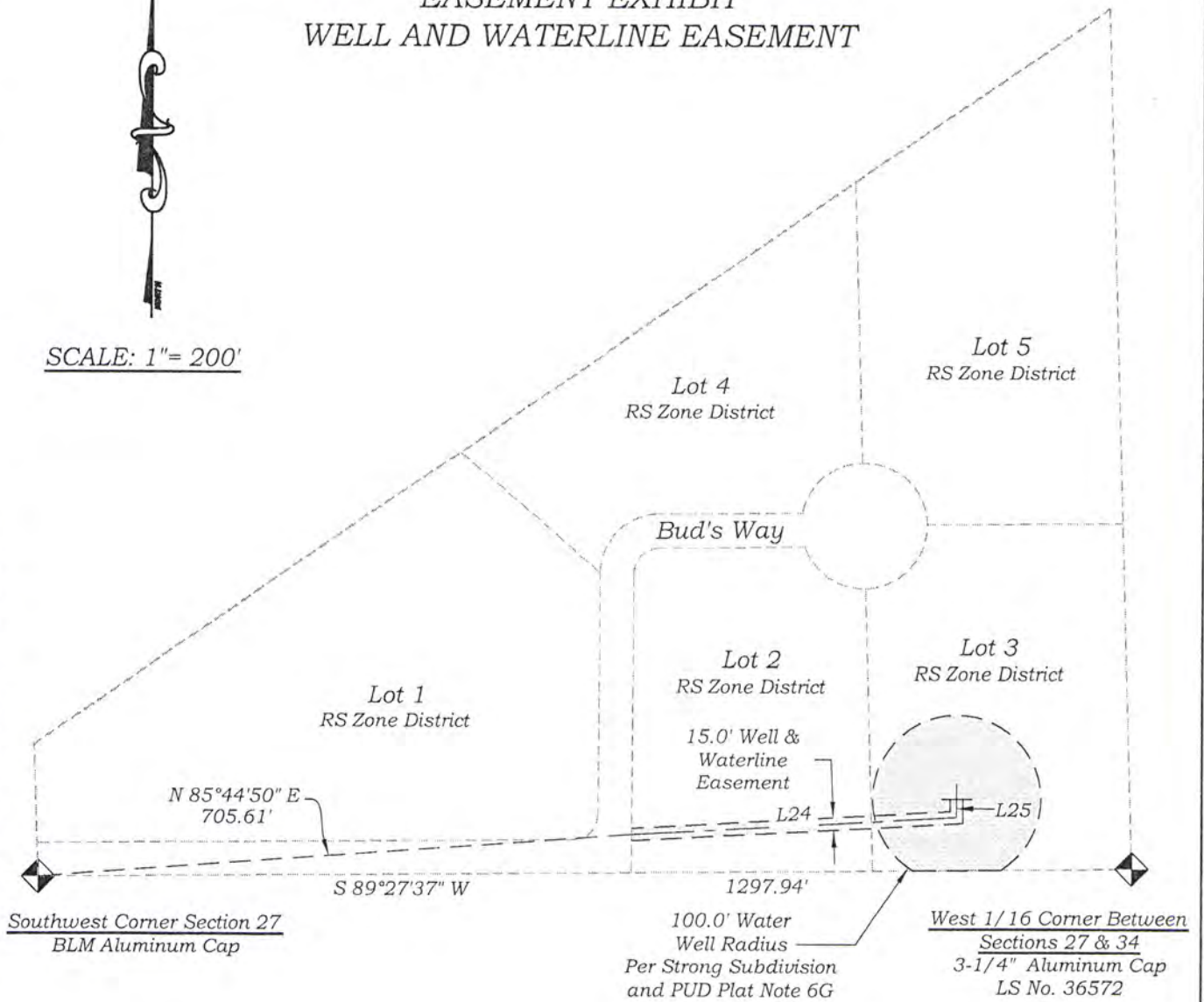


EASEMENT EXHIBIT  
WELL AND WATERLINE EASEMENT



SCALE: 1" = 200'

County Road No. 300



LINE TABLE		
LINE	BEARING	DISTANCE
L24	N86°51'01"E	386.76
L25	S00°00'00"W	22.00

WELL AND WATERLINE EASEMENT

A STRIP OF LAND FOR THE PURPOSE OF A WELL AND WATERLINE EASEMENT SITUATE IN THE SW1/4SW1/4 SECTION 27, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL BEARINGS RELATIVE TO A BEARING OF N89°27'37"E BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE AND THE WEST 1/16 CORNER BETWEEN SAID SECTION 27 AND SECTION 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE, SAID STRIP OF LAND BEING 7.50 FEET ON EITHER SIDE OF FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER BETWEEN SAID SECTION 27 A BLM ALUMINUM CAP IN PLACE; THENCE N85°44'50"E 705.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE N86°51'01"E 386.76 FEET; THENCE N00°00'00"E 22.00 FEET TO THE CENTER OF AN EXISTING WELL, THE POINT OF TERMINUS; TO INCLUDE A 100.0 FOOT RADIUS SHARED WELL EASEMENT AROUND SAID WELL, SAID STRIP OF LAND AND WELL RADIUS CONTAINING 0.796 ACRES MORE OR LESS.



DATE: SEPTEMBER 24, 2010

JOB NO: 06200.01

136 East Third Street  
Rifle, Colorado 81650  
Ph. (970) 625-1330  
Fax (970) 625-2773



**BOOKCLIFF**  
Survey Services, Inc.

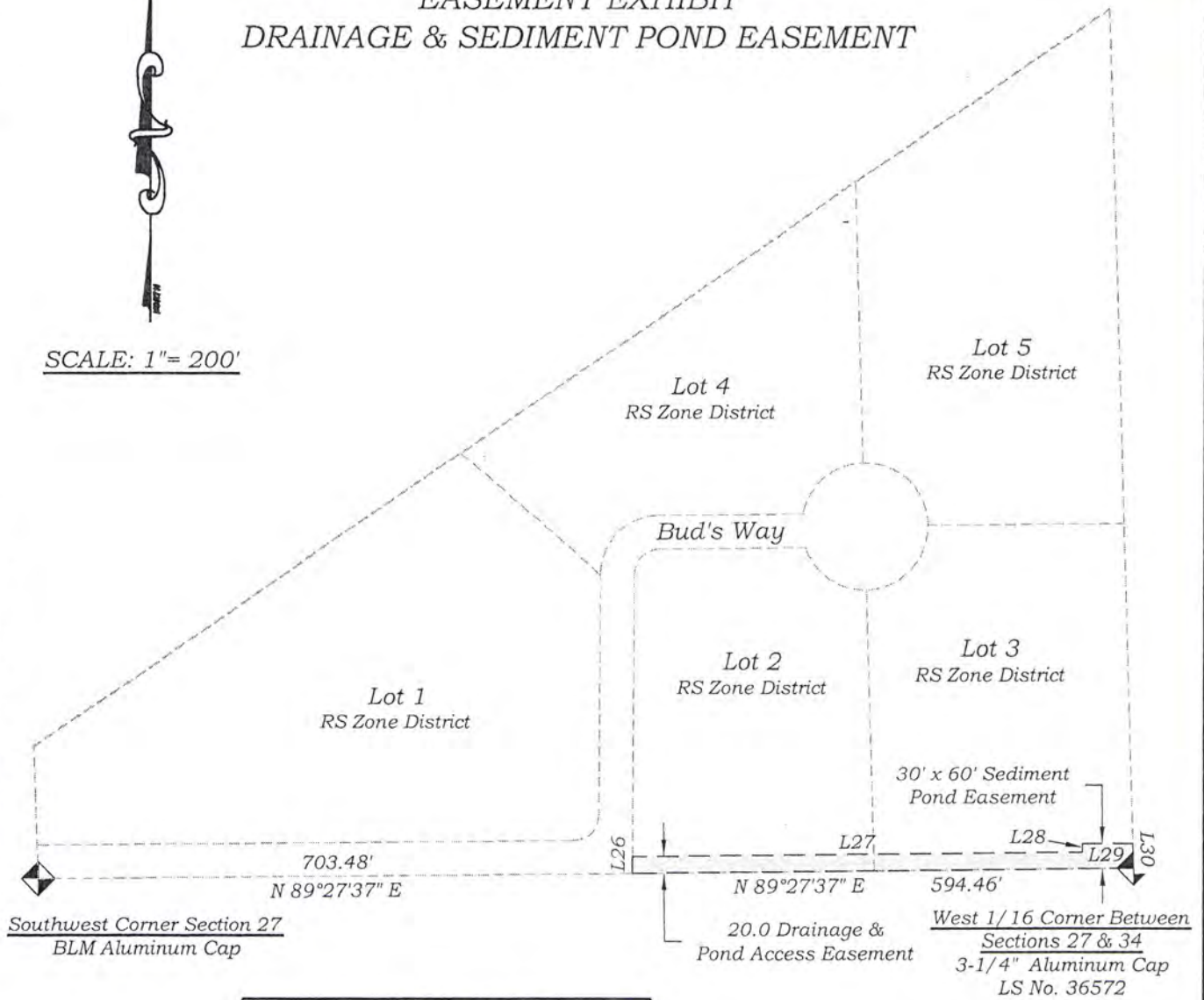


**EASEMENT EXHIBIT  
DRAINAGE & SEDIMENT POND EASEMENT**



SCALE: 1" = 200'

County Road No. 300



LINE TABLE		
LINE	BEARING	DISTANCE
L26	S00°16'18"W	20.00
L27	S89°27'37"W	533.75
L28	S01°43'44"E	10.00
L29	S89°27'37"W	60.00
L30	S01°43'44"E	30.00

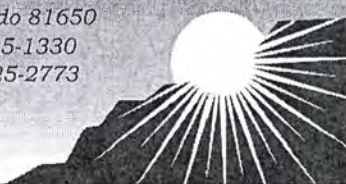
**DRAINAGE AND SEDIMENT POND ACCESS EASEMENT**

A PARCEL OF LAND FOR THE PURPOSE OF A DRAINAGE AND SEDIMENT POND ACCESS EASEMENT SITUATE IN THE SW1/4SW1/4 SECTION 27, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL BEARINGS RELATIVE TO A BEARING OF N89°27'37"E BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE AND THE WEST 1/16 CORNER BETWEEN SAID SECTION 27 AND SECTION 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE, SAID PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/16 CORNER BETWEEN SAID SECTION 27 AND SECTION 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE; THENCE ALONG THE SOUTHERLY LINE OF SAID SW1/4SW1/4 S89°27'37"W 594.46 FEET; THENCE DEPARTING SAID SOUTHERLY LINE N00°16'18"E 20.00 FEET; THENCE N89°27'37"E 533.75 FEET; THENCE N01°43'44"W 10.00 FEET; THENCE N89°27'37"E 60.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID SW1/4SW1/4; THENCE ALONG SAID EASTERLY LINE S01°43'44"E 30.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 0.287 ACRES MORE OR LESS.



136 East Third Street  
Rifle, Colorado 81650  
Ph. (970) 625-1330  
Fax (970) 625-2773



**BOOKCLIFF**  
Survey Services, Inc.

DATE: SEPTEMBER 24, 2010

JOB NO: 06200.01



EASEMENT DEED

THIS EASEMENT DEED made this 4th day of October, 2010, by and between UNA DEVELOPMENT, LLC, a Colorado corporation, whose address is 0195 Panoramic Drive, P.O. Box 809, Silt, CO 81652 (hereinafter "Grantor"), and STRONG LOT OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation, whose address is 0070 County Road 300, P.O. Box 809, Silt, CO 81652 (hereinafter "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and quit claimed, and by these presents does remise, release, sell, convey and quit claim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Garfield, State of Colorado, described as follows:

All utility easements over, under, and across Strong Subdivision and P.U.D., as described on Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

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

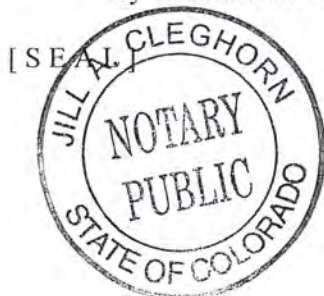
UNA DEVELOPMENT, LLC  
A Colorado limited liability company

By: [Signature]  
George Strong, Manager

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF GARFIELD    )

Acknowledged before me this 4th day of October, 2010, by George Strong, as Manager of Una Development, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.  
My Commission expires: 4/19/11.



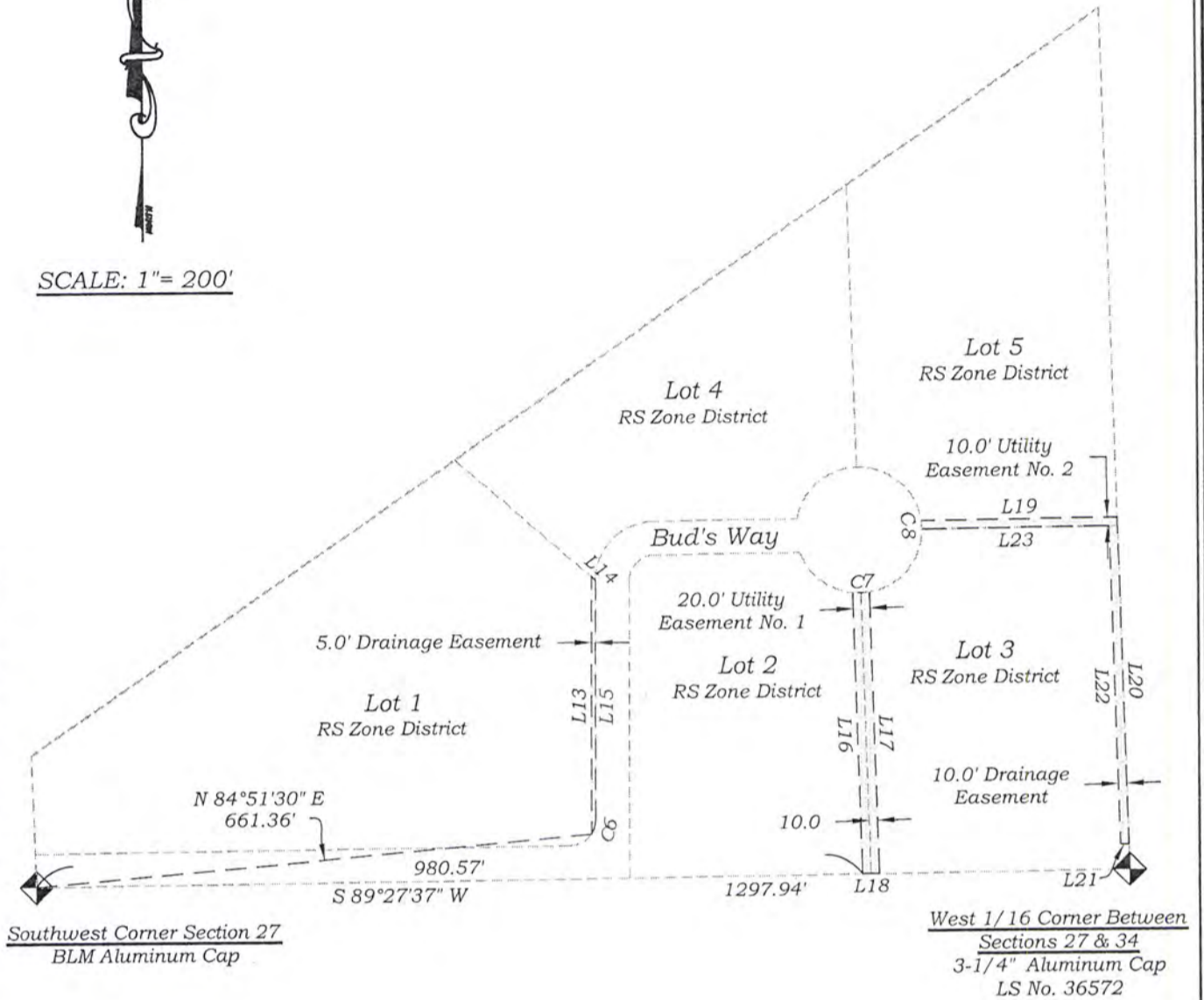
[Signature]  
Notary Public

EASEMENT EXHIBIT  
UTILITY EASEMENTS



SCALE: 1" = 200'

County Road No. 300



LINE TABLE		
LINE	BEARING	DISTANCE
L13	S00°16'18"W	306.14
L14	S48°59'21"E	6.60
L15	S00°16'18"W	285.25
L16	S01°42'51"E	334.35
L17	S01°42'51"E	334.76
L18	N89°27'37"E	20.00
L19	S89°27'37"W	232.72
L20	N01°43'44"W	388.89
L21	N89°27'37"E	10.00
L22	S01°43'44"E	378.88
L23	S89°27'37"W	222.26

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C6	30.00'	17.57'	17.32'	N 17°03'01" E	33°33'26"
C7	75.00'	20.06'	20.00'	N 88°17'09" E	15°19'28"
C8	75.00'	10.03'	10.02'	N 04°22'15" W	7°39'44"



136 East Third Street  
Rifle, Colorado 81650  
Ph. (970) 625-1330  
Fax (970) 625-2773



**BOOKCLIFF**  
Survey Services, Inc.

DATE: SEPTEMBER 24, 2010

JOB NO: 06200.01



EASEMENT EXHIBIT  
UTILITY EASEMENTS

DRAINAGE EASEMENT

A PARCEL OF LAND FOR THE PURPOSE OF A DRAINAGE EASEMENT SITUATE IN THE SW1/4SW1/4 SECTION 27, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL BEARINGS RELATIVE TO A BEARING OF N89°27'37"E BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE AND THE WEST 1/16 CORNER BETWEEN SAID SECTION 27 AND SECTION 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE, SAID PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE; THENCE N84°51'30"E 661.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE N00°16'18"E 306.14 FEET; THENCE S48°59'21"E 6.60 FEET; THENCE S00°16'18"W 285.28 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 17.57 FEET, CHORD BEARS S17°03'01"W 17.32 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 0.034 ACRES MORE OR LESS.

UTILITY EASEMENT NO. 1

A PARCEL OF LAND FOR THE PURPOSE OF A UTILITY EASEMENT SITUATE IN THE SW1/4SW1/4 SECTION 27, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL BEARINGS RELATIVE TO A BEARING OF N89°27'37"E BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE AND THE WEST 1/16 CORNER BETWEEN SAID SECTION 27 AND SECTION 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE, SAID PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE; THENCE ALONG THE SOUTHERLY LINE OF SAID SW1/4SW1/4 N89°27'37"E 980.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY LINE N01°42'51"W 334.35 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 20.06 FEET, CHORD BEARS N88°17'09"E 20.00 FEET; THENCE S01°42'51"E 334.76 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SW1/4SW1/4; THENCE ALONG SAID SOUTHERLY LINE S89°27'37"W 20.00 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 0.153 ACRES MORE OR LESS.

UTILITY EASEMENT NO. 2

A PARCEL OF LAND FOR THE PURPOSE OF A UTILITY EASEMENT SITUATE IN THE SW1/4SW1/4 SECTION 27, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL BEARINGS RELATIVE TO A BEARING OF N89°27'37"E BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE AND THE WEST 1/16 CORNER BETWEEN SAID SECTION 27 AND SECTION 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE, SAID PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/16 CORNER BETWEEN SAID SECTION 27 AND SECTION 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE; THENCE ALONG THE EASTERLY LINE OF SAID SW1/4SW1/4 N01°43'44"W 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE N01°43'44"W 388.89 FEET; THENCE DEPARTING SAID EASTERLY LINE S89°27'37"W 232.72 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 10.03 FEET, CHORD BEARS S04°22'15"E 10.02 FEET; THENCE N89°27'37"E 222.26 FEET; THENCE S01°43'44"E 378.88 FEET; THENCE N89°27'37"E 10.00 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 0.140 ACRES MORE OR LESS.



SHEET 2

DATE: SEPTEMBER 24, 2010

JOB NO: 06200.01

136 East Third Street  
Rifle, Colorado 81650  
Ph. (970) 625-1330  
Fax (970) 625-2773

**BOOKCLIFF**  
Survey Services, Inc.



EASEMENT DEED

THIS EASEMENT DEED made this 4<sup>th</sup> day of October, 2010, by and between UNA DEVELOPMENT, LLC, a Colorado corporation, whose address is 0195 Panoramic Drive, P.O, Box 809, Silt, CO 81652 (hereinafter "Grantor"), and STRONG LOT OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation, whose address is 0070 County Road 300, P.O. Box 809, Silt, CO 81652 (hereinafter "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and quit claimed, and by these presents does remise, release, sell, convey and quit claim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Garfield, State of Colorado, described as follows:

Fire suppression tank easement and access easement over, under, and across Strong Subdivision and P.U.D., as described on Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

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

UNA DEVELOPMENT, LLC  
A Colorado limited liability company

By: \_\_\_\_\_

George Strong, Manager

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF GARFIELD    )

Acknowledged before me this 4<sup>th</sup> day of October 2010, by George Strong, as Manager of Una Development, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.  
My Commission expires: 4/19/11



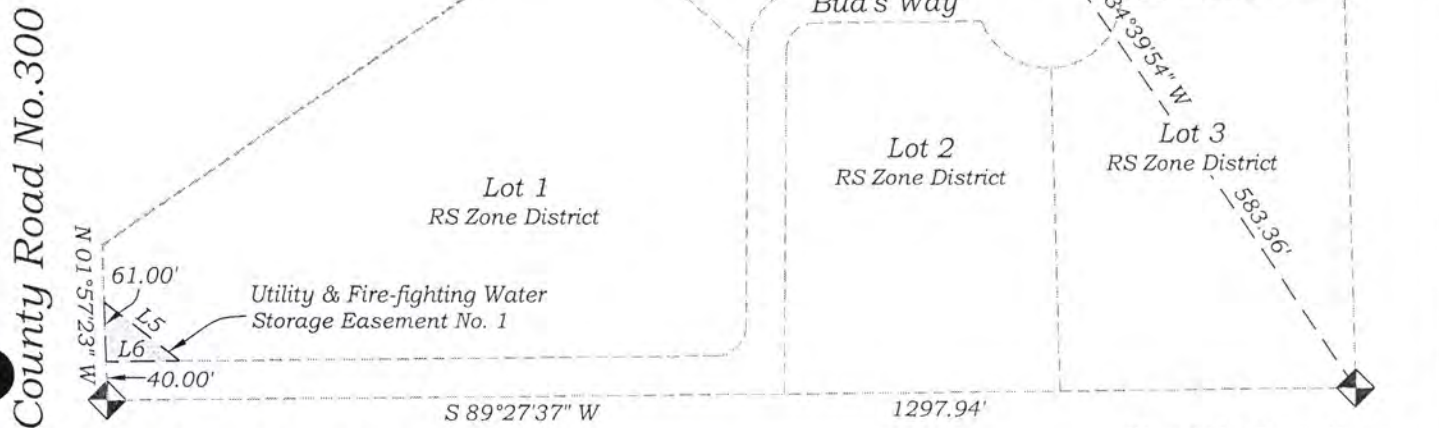
\_\_\_\_\_  
Notary Public



**EASEMENT EXHIBIT**  
**UTILITY & FIRE SUPPRESSION TANK EASEMENTS**



SCALE: 1" = 200'



Southwest Corner Section 27  
BLM Aluminum Cap

West 1/16 Corner Between  
Sections 27 & 34  
3-1/4" Aluminum Cap  
LS No. 36572

LINE TABLE		
LINE	BEARING	DISTANCE
L4	S01°42'51"E	287.62
L5	N52°32'26"W	99.05
L6	N89°27'37"E	76.55
L7	N90°00'00"E	6.00
L8	S01°42'51"E	35.69
L9	S55°29'00"W	38.07
L10	S01°42'51"E	57.27
L11	N90°00'00"E	6.00
L12	S01°42'51"E	287.03

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C5	75.00'	20.06'	20.00'	S 88°17'09" W	15°19'28"

**UTILITY & FIRE SUPPRESSION TANK EASEMENT NO. 1**

A PARCEL OF LAND FOR THE PURPOSE OF A UTILITY AND FIRE SUPPRESSION TANK EASEMENT SITUATE IN THE SW1/4SW1/4 SECTION 27, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL BEARINGS RELATIVE TO A BEARING OF N89°27'37"E BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE AND THE WEST 1/16 CORNER BETWEEN SAID SECTION 27 AND SECTION 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE, SAID PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

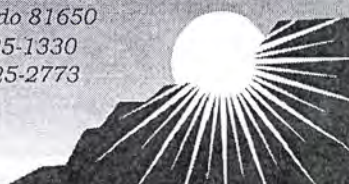
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 300 N01°57'23"W 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N01°57'23"W 61.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY S52°32'26"E 99.05 FEET; THENCE S89°27'37"W 76.55 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 0.054 ACRES MORE OR LESS.

**UTILITY AND FIRE SUPPRESSION TANK EASEMENT NO. 2**

A PARCEL OF LAND FOR THE PURPOSE OF A UTILITY AND FIRE SUPPRESSION TANK EASEMENT SITUATE IN THE SW1/4SW1/4 SECTION 27, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL BEARINGS RELATIVE TO A BEARING OF N89°27'37"E BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE AND THE WEST 1/16 CORNER BETWEEN SAID SECTION 27 AND SECTION 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE, SAID PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/16 CORNER BETWEEN SAID SECTION 27 AND SECTION 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE; THENCE N34°39'54"W 583.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE N01°42'51"W 287.62 FEET; THENCE S90°00'00"W 6.00 FEET; THENCE N01°42'51"W 35.69 FEET TO THE NORTH LINE OF THE PARCEL OF LAND AS DESCRIBED IN BOOK 1840, PAGE 498 OF THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE; THENCE N55°29'00"E 38.07 FEET; THENCE S01°42'51"E 57.27 FEET; THENCE S90°00'00"W 6.00 FEET; THENCE S01°42'51"E 287.03 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 20.06 FEET, CHORD BEARS S88°17'09"W 20.00 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 0.166 ACRES MORE OR LESS.

136 East Third Street  
Rifle, Colorado 81650  
Ph. (970) 625-1330  
Fax (970) 625-2773



**BOOKCLIFF**  
Survey Services, Inc.



DATE: SEPTEMBER 24, 2010

JOB NO. 1406200.01



EASEMENT DEED

THIS EASEMENT DEED made this 4<sup>th</sup> day of October, 2010, by and between UNA DEVELOPMENT, LLC, a Colorado corporation, whose address is 0195 Panoramic Drive, P.O. Box 809, Silt, CO 81652 (hereinafter "Grantor"), and STRONG LOT OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation, whose address is 0070 County Road 300, P.O. Box 809, Silt, CO 81652 (hereinafter "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and quit claimed, and by these presents does remise, release, sell, convey and quit claim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Garfield, State of Colorado, described as follows:

Drainage and sediment pond access easement varying in width from five feet (5') to sixty feet (60') over, under, and across portions of Lots 1, 2, and 3, Strong Subdivision and P.U.D., as described on Exhibit A attached hereto and incorporated herein by this reference, for the benefit of Grantee and individual lot owners in the Strong Subdivision.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

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

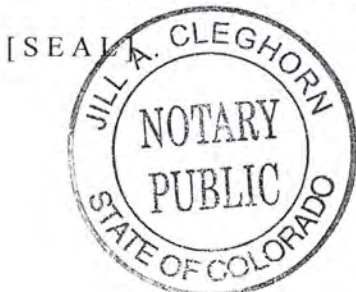
UNA DEVELOPMENT, LLC  
A Colorado limited liability company

By: [Signature]  
George Strong, Manager

STATE OF COLORADO )  
  ) ss.  
COUNTY OF GARFIELD )

Acknowledged before me this 4<sup>th</sup> day of October, 2010, by George Strong, as Manager of Una Development, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.  
My Commission expires: 4/19/11



[Signature]  
Notary Public



QUIT CLAIM DEED

THIS DEED, made this 4<sup>th</sup> day of October, 2010, by and between UNA DEVELOPMENT, LLC, a Colorado corporation, whose address is 0195 Panoramic Drive, P.O. Box 809, Silt, CO 81652 (hereinafter "Grantor"), and STRONG LOT OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation, whose address is 0070 County Road 300, P.O. Box 809, Silt, CO 81652 (hereinafter "Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and quit claimed, and by these presents does remise, release, sell, convey and quit claim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Chaffee, State of Colorado, described as follows::

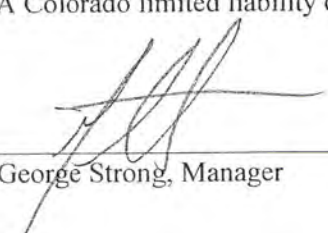
Internal subdivision right-of-way known as Bud's Way as shown on Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

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

UNA DEVELOPMENT, LLC  
A Colorado limited liability company

By:

  
George Strong, Manager

STATE OF COLORADO     )  
  )  
COUNTY OF GARFIELD    )

Acknowledged before me this 4<sup>th</sup> day of October, 2010, by George Strong, as Manager of Una Development, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission expires: 4/19/11

  
Notary Public

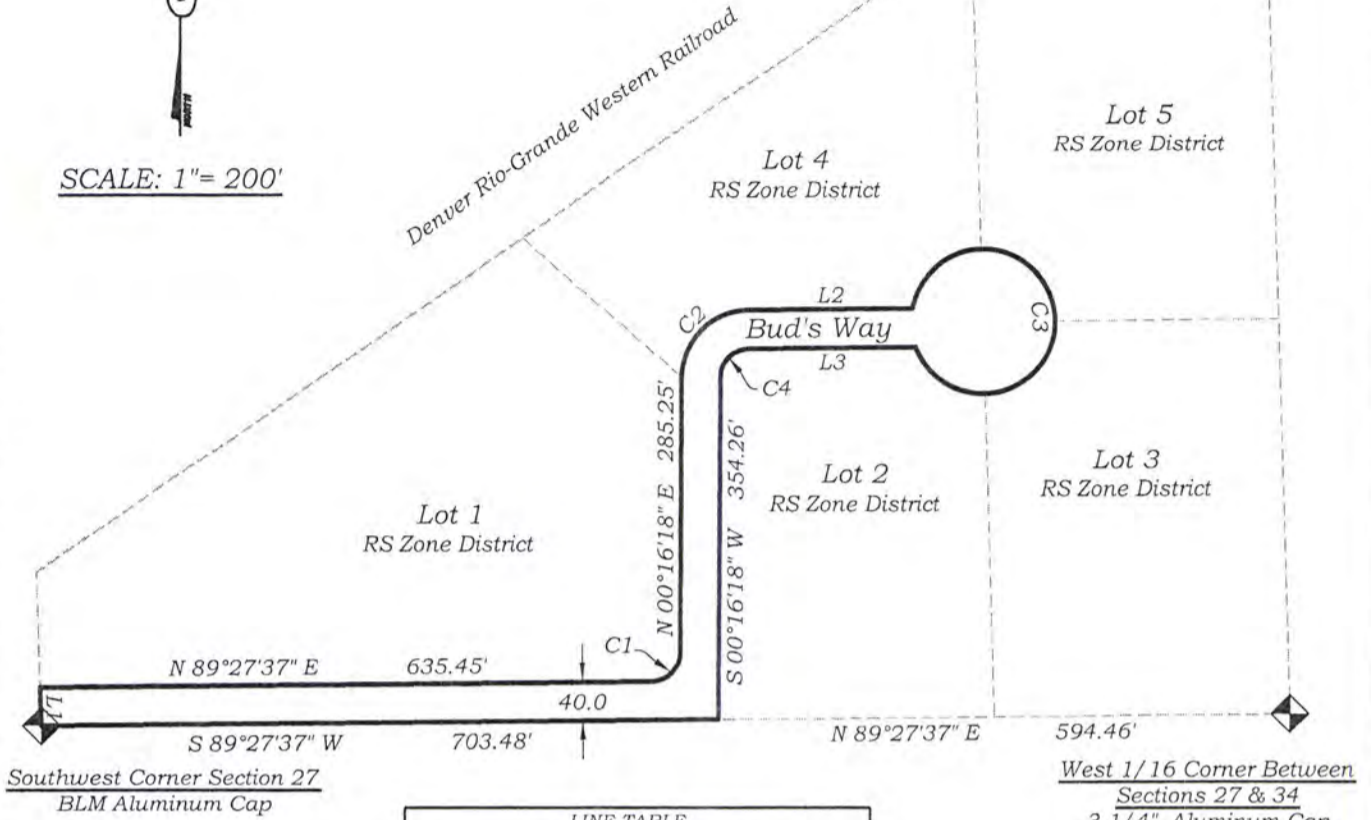




DEED EXHIBIT  
BUD'S WAY

SCALE: 1" = 200'

County Road No. 300



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°56'54"E	40.00
L2	S89°27'37"W	170.21
L3	S89°27'37"W	172.99

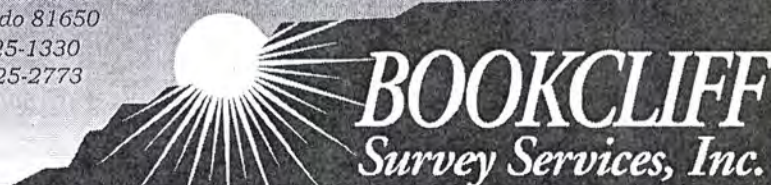
CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	30.00'	46.70'	42.12'	N 44°51'57" E	89°11'19"
C2	70.00'	108.96'	98.29'	S 44°51'57" W	89°11'19"
C3	75.00'	430.65'	40.10'	N 04°30'25" W	328°59'31"
C4	30.00'	46.70'	42.12'	S 44°51'57" W	89°11'19"

A PARCEL OF LAND FOR THE PURPOSE OF RIGHT-OF-WAY ACCESS SITUATE IN THE SW1/4SW1/4 SECTION 27, TOWNSHIP 7 SOUTH, RANGE 96 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL BEARINGS RELATIVE TO A BEARING OF N89°27'37"E BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE AND THE WEST 1/16 CORNER BETWEEN SAID SECTION 27 AND SECTION 34, AN ALUMINUM CAP LS NO. 36572 IN PLACE, SAID PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 27, A BLM ALUMINUM CAP IN PLACE; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 300 N01°56'54"W 40.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY N89°27'37"E 635.45 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 46.70 FEET, CHORD BEARS N44°51'57"E 42.12 FEET; THENCE N00°16'18"E 285.25 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 108.96 FEET, CHORD BEARS N44°51'57"E 98.29 FEET; THENCE N89°27'37"E 170.21 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 460.65 FEET, CHORD BEARS S04°30'25"E 40.10 FEET; THENCE S89°27'37"W 172.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 46.70 FEET, CHORD BEARS S44°51'57"W 42.12 FEET; THENCE S00°16'18"W 354.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SW1/4SW1/4; THENCE ALONG SAID SOUTHERLY LINE S89°27'37"W 703.48 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 1.573 ACRES MORE OR LESS.



136 East Third Street  
Rifle, Colorado 81650  
Ph. (970) 625-1330  
Fax (970) 625-2773



**BOOKCLIFF**  
Survey Services, Inc.

DATE: SEPTEMBER 24, 2010

JOB NO: 06200.01