



Town of Lyons
Community Development Department
432 5th Ave.
Lyons, CO 80540
(303)823-6622
communitydevelopment@townoflyons.com

APPLICANT NAME: Craig Ferguson	DATE: 11/11/2021
MAILING ADDRESS: PO Box 769, Lyons CO 80540	
APPLICANT PHONE: 303-588-5800	APPLICANT EMAIL: ferg@bluegrass.com
PROJECT ADDRESS: 500 W Main St, Lyons CO 80540	

11/12/21 - Received via email with fee & escrow paid

CONDITIONAL USE SUBMISSION CHECKLIST

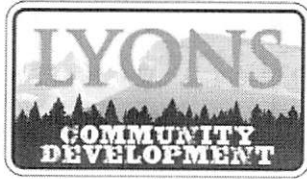
- ✓ ☒ Completed Land Use Application Form and Fee Agreement
 - ✓ ☒ Pay application fee (\$250) and escrow (\$500; any remainder in escrow at end of process will be returned to the applicant, and any related expense incurred by the Town in excess of the escrow will be charged to the applicant)
- ✓ ☒ This Conditional Use Checklist, completed
- ✓ ☒ Proof of Ownership. Current proof of ownership in the form of title insurance issued within thirty (30) days of submission of the application. *SEE ATTACHED DEEDS.*
- ✓ ☒ Written statement and graphics necessary to describe the precise nature of the proposed use and its operating characteristics and to illustrate how all conditional use review criteria have been satisfied. The written statement shall address the following points:
 - ✓ ☒ Need for the proposed conditional use;
 - ✓ ☒ Present and future impacts on the existing adjacent properties, uses and physical character of surrounding area;
 - ✓ ☒ Impact of the proposed conditional use on area accesses and traffic patterns;
 - ✓ ☒ Availability of utilities for conditional use;
 - ✓ ☒ Potential impacts on public facilities and services, including but not limited to fire, police, water, sanitation, roadways, parks, schools and transit;
 - ✓ ☒ Fiscal impact analysis;
 - ✓ ☒ Environmental impact analysis;
 - ✓ ☒ The relationship between the proposal and the Comprehensive Plan; and
 - ✓ ☒ Public benefits arising from the proposal.
- ✓ ☒ A map showing the proposed development of the site, including topography, building locations, parking, traffic circulation, usable open space, landscaped area and utilities and drainage features.
- ✓ ☒ Preliminary building plans and elevations sufficient to indicate the dimensions, general appearance and scale of all buildings. *SEE APPENDIX A OF ATTACHED REPORT.*
- ✓ ☒ Surrounding & interested property owner report (certified by applicant to be complete and accurate). Includes: Current list of the names and addresses of the surrounding property owners within three hundred (300) feet of the property (staff can assist in pulling list), mineral interest owners of record, mineral and oil and gas lessees for the property, and appropriate ditch companies (if applicable).
- ✓ ☒ Surrounding and interested property ownership notification envelopes: One (1) set of stamped and addressed standard envelopes. The envelopes shall have the Town's address as the return address and the envelopes shall be addressed to the surrounding property owners within three hundred (300) feet of the property, mineral interest owners of record, oil and gas lessees for the property and the appropriate referral agencies (St. Vrain Valley School District, Boulder County Sheriff, and the Lyons Fire Protection District).
- ✓ ☒ Mineral Estate Notice Form. A signed certification from the applicant that proper notice has been provided to the mineral estate owner pursuant to and in accordance with Section 24-65.5-103, C.R.S., or a certification that such notice is not required because the surface estate has not been separated from the mineral estate for the property described in the application. It is the applicant's responsibility to ensure that accurate and complete information is provided (contact Staff if unsure how to proceed).
- ✓ ☒ All of the above in a hard copy and in an electronic copy in PDF format.



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TOWN STAFF ACTION – CONDITIONAL USE APPLICATION	
REVIEWER(S): Philip Strom - Town Planner	DATE: 11/22/21
COMPLETENESS CHECK OR APPROVAL:	
<input checked="" type="checkbox"/> Complete <input type="checkbox"/> Incomplete <input type="checkbox"/> Substantially Complete	
COMMENTS:	
SIGNATURE OF AUTHORIZED STAFF REPRESENTATIVE: <i>Philip Strom</i>	





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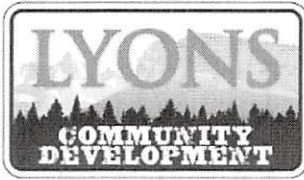
LAND USE APPLICATION FORM

APPLICANT FULL NAME: <div style="text-align: right;">Craig Ferguson</div>	ADDRESS: <div style="text-align: right;">PO Box 769, Lyons, CO 80540</div>
APPLICANT'S PHONE #: <div style="text-align: right;">303-588-5800</div>	APPLICANT'S EMAIL:
PROJECT NAME:	PROJECT ADDRESS:

TYPE OF APPLICATION (Check One)			
<input type="checkbox"/>	Annexation	<input type="checkbox"/>	Sketch Plan
<input type="checkbox"/>	Change of Zone	<input type="checkbox"/>	Preliminary Plat
<input checked="" type="checkbox"/>	Conditional Use Review	<input type="checkbox"/>	Final Plat
<input type="checkbox"/>	Vacation of Right-of-Way/Easement	<input type="checkbox"/>	Plat Amendment
<input type="checkbox"/>	Variance (zoning / building / sub.)	<input type="checkbox"/>	Planned Unit Development
<input type="checkbox"/>	Special Use Review	<input type="checkbox"/>	Telecommunications
<input type="checkbox"/>		<input type="checkbox"/>	Minor Subdivision
<input type="checkbox"/>		<input type="checkbox"/>	Plat Vacation
<input type="checkbox"/>		<input type="checkbox"/>	Lot Consolidation
<input type="checkbox"/>		<input type="checkbox"/>	Survey Correction Plat
<input type="checkbox"/>		<input type="checkbox"/>	Site Plan or Development Plan
<input type="checkbox"/>		<input type="checkbox"/>	Other:

PROJECT INFORMATION:	
Is site within Lyons' Planning Area? Yes	Is site within Lyons' Town Limits? Yes
Existing Use (single family, commercial, etc.): Commercial	Proposed Use: Commercial
Existing Zoning: CE1 Commercial Entertainment	Proposed Zoning: CE1 Commercial Entertainment
Number of Existing Residential Lots:	Number of Proposed Residential Lots:
Number of Existing Commercial Lots 2	Number of Proposed Commercial Lots: 2
Number of Existing Industrial Lots:	Number of Proposed Industrial Lots:
Total Property Acreage:	Does the property have slopes greater than 5%? Yes
Legal Description of Property – Lot #, Block #, and Subdivision; or Location in Section, Township, and Range NW 1/4 Section 18 T3N-R70W	

ADDITIONAL CONTACTS (Owner, Consultants):
Full Name: Rosi Dennett, AICP, Front Range Land Solutions
Address: 210 Lincoln St, Longmont, CO 80501
Contact Info (email, phone): 303-682-9729
Full Name: Zach Tucker, Manager
Address: PO Box 769, Lyons, CO 80540
Contact Info (email phone): 303-682-3993 zach@bluegrass.com



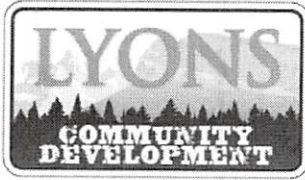
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COMPREHENSIVE PLAN AND PARKS OPEN SPACE TRAILS MAP CONSISTENCY:		
	Yes/No	Describe
Locate your property on the 2010 Lyons Planning Area Map. Does your proposed use meet the use designation shown?	Yes	See Development Report
Is the project or property consistent with the guiding principles, goals, and objectives set forth in the 2010 Lyons Comprehensive Plan, or the 2014 Lyons Recovery Action Plan or the 2016 Lyons Primary Planning Area Action Plan?	Yes	
Is the project or property consistent with the Sustainable Design and Development Principles in Appendix D of the Comprehensive Plan.	Yes	
Is the project/property in or adjacent to a gateway designation on the Comprehensive Plan's Lyons Gateway Map (p87)?	Yes	
Does the proposed project or property have or is it adjacent to a designation on the legend of the Parks Recovery Plan's Trails Planning, Park Connectivity and Recreational Opportunities Map (pg. 47)?		
Is the proposed project or property in the floodplain? View floodplain map on the Town website under maps.	Yes	
Is the proposed project or property adjacent to a public facility or does it include a public facility?	No	
Does the proposed project or property have unique wildlife habitat or include a wildlife corridor?	Yes	Stream Corridor

UTILITY PROVIDER:		
Water: Town	Sewer: Town/Septic	Electric: Town
Gas: Xcel	Cable:	Phone:
Fire Protection: Lyons	Other:	

CERTIFICATION:	
I certify that I am the lawful owner of the parcel(s) of land, which this application concerns, and consent to this action. Owner: <u>Fergstead, LLC & Jerry Moore, Tenants in Common</u> Date: <u>11/11/2021</u>	
I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owners. I understand that all materials and fees required by the Town of Lyons must be submitted prior to having this application processed.	
Applicant: <u>Fergstead, LLC Manager and Jerry Moore</u>	Date: <u>11/11/21</u>

FOR STAFF USE ONLY:	
APPLICATION ACCEPTED BY:	DATE ACCEPTED:
FEE RECIEVED:	TRACKING #:



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AGREEMENT FOR PAYMENT OF LAND USE APPLICATION FEES/DEPOSITS (If Required)

This Agreement is entered between Fergstead, LLC & Jerry Moore, Tenants in Common as APPLICANT and THE TOWN OF LYONS, in consideration of the TOWN'S acceptance of APPLICANT'S application for the land use approval as further described below:

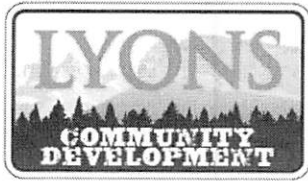
1. APPLICANT hereby represents that he/she/it is the owner of 100% of the real property for which this application is being processed or that 100% of the property owners have also signed this application. APPLICANT has submitted to the TOWN an application for approval of:
Conditional Use
2. APPLICANT acknowledges and understands that the Board of Trustees establishes a fee and deposit schedule for land use applications. The Agreement shall govern the payment of fees and deposits for processing applications.
3. The application shall not be accepted for processing unless the property owner(s) of record of the property included in the application sign(s) this Agreement.
4. A fee in the amount required by the Town sufficient to cover the internal and external costs of administration, processing, site visits, publication of notice and similar matters will be paid by the APPLICANT for processing the development application. An application fee of \$250.00 and an escrow fee of \$ 500.00, as required by resolution shall be paid to the Town prior to processing the application.
5. The applicant shall be required to pay all actual costs incurred by the Town for review of the application by consultants, including but not limited to engineering, surveying, legal and planning plus fifteen percent (15%) of such actual costs for the Town's administrative costs plus supplies. The Town may require a deposit from APPLICANT to offset the Town's costs for review prior to consideration of any application submittal pursuant to this Code. Subsequent deposits may be required when the initial deposits are eighty-five percent (85%) depleted. These deposits may exceed the total amount of fees collected using the standard schedule of fees. The Town shall not continue the processing of any application for which the APPLICANT has refused to deposit the funds to cover the Town's cost of review. Any funds deposited in excess of the standard fees remaining after paying the costs specified above shall be refunded to the APPLICANT. In the event of non-payment of fees, the Town shall have the right to file a legal action to collect any balance due to the Town plus its costs and attorney's fees against any or all persons signing this Agreement as APPLICANT. The Town may certify to the County Treasurer any amount due pursuant to this paragraph as a lien on the property for which the application is submitted to be due and payable with the real estate taxes for the Town if the APPLICANT does not pay such amount within (30) days of written request by the Town.

APPLICANT(S)/OWNER(S)-

(All Owners/Applicants must sign this application)

By: [Signature]
As: Craig Ferguson, Manager, Fergstead, LLC, Tenant in Common
Date: 11/11/2021
Address: PO Box 769, Lyons, CO 80540

By: [Signature]
As: Jerry Moore, Tenant in Common
Date: 11/11/21
Address: 5091 IDYLLWILD TRAIL
BALLDOR, CO 80301



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LAND USE PERMITS

APPLICATION TYPE	APPLICATION FEE (NON-REFUNDABLE)	ESCROW ACCOUNT	ADDITIONAL MATERIAL REQUIRED
Rezoning (except LI)	\$500.00	\$1,000.00	See LMC 16-15-30
Special or Conditional Use Review	\$250.00	\$500.00	See LMC 16-7-35 or 16-7-30
PUD Rezoning	\$500.00	\$1,000.00	See LMC 16-4-50
Variance (Zoning / Building / Subdivision)	\$250.00	\$500.00	See LMC 16-15-30
Board of Appeals	\$250.00	\$500.00	See LMC 16-15-30
Telecommunication Application	\$500.00	\$1,500.00	See LMC 16-11-50
Zoning Verification Letter	\$50.00	---	---
Change of Use	\$200.00	---	Requires Inspection and Occupancy Review
16-7-50(b) Review	\$150.00	---	See LMC 16-7-50(b)
DEVELOPMENT OR SITE PLAN			
Up to 1 Acre	\$500.00	\$2,000.00	See LMC 16-17-30
Up to 3 Acres	\$500.00	\$4,000.00	See LMC 16-17-31
Up to 10 Acres	\$500.00	\$6,000.00	See LMC 16-17-32
Over 10 Acres	\$500.00	\$8,000.00	See LMC 16-17-33
SUBDIVISION			
Survey Correction Plat	\$500.00	\$500.00	Sec. LMC 17-9-40
Lot Consolidation	\$250.00	\$500.00	Sec. LMC 17-7-50
Plat Vacation	\$500.00	\$500.00	Sec. LMC 17-6-40
Plat Amendment	\$500.00	\$500.00	Sec. LMC 17-5-40
Minor Subdivision	\$500.00	\$1,000.00	Sec. LMC 17-3-40
MAJOR SUBDIVISION			
Sketch Plan (Reg and PUD)	\$500.00	\$1,000 + \$10 per dwelling unit	Sec. LMC 17-4-50
Preliminary Plan (Reg and PUD)	\$500.00	\$1,000 + \$10 per dwelling unit	Sec. LMC 17-4-60.
Final Plat (Reg and PUD)	\$500.00	\$1,000 + \$10 per dwelling unit	Sec. LMC 17-4-70.
ANNEXATIONS			
Up to 5 acres	\$500.00	\$3,000.00	Sec LMC 15-1-120
5-20 acres	\$500.00	\$6,000.00	Sec LMC 15-1-120
Over 20 acres	\$500.00	\$8,000.00	Sec LMC 15-1-120



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TOWN STAFF ACTION – CONDITIONAL USE APPLICATION	
REVIEWER(S):	DATE:
COMPLETENESS CHECK OR APPROVAL:	
<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete <input type="checkbox"/> Substantially Complete	
COMMENTS:	
SIGNATURE OF AUTHORIZED STAFF REPRESENTATIVE:	

WARRANTY DEED

THIS WARRANTY DEED is made this 12th day of May, 2021, between Craig Ferguson, the "Grantor", of the County of Boulder and State of Colorado, and Fergstead LLC, the "Grantee", a Colorado limited liability company with a principal place of business at 500 West Main Street, Lyons, CO 80540 and a mailing address of PO Box 769, Lyons, CO 80540, of the County of Boulder and State of Colorado.

WITNESS, that the Grantor, for less than ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all of Grantor's ninety-nine percent (99%) undivided interest in the real property, together with any improvements thereon, located in the County of Boulder and State of Colorado, described as follows:

See Exhibit A which is attached and made part of this Warranty Deed as if fully set forth herein.

also known by street address as: 500 West Main Street, Lyons, CO 80540.

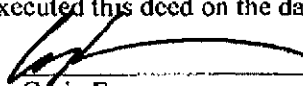
EXEMPT under C.R.S. 39-13-102(2)(a), 1973, as amended.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except and subject to: the lien for taxes for 2021 and subsequent years, not yet due and payable; covenants, easements, and reservations of record and on the ground.

And the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above described premises, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof.

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


Craig Ferguson

STATE OF Colorado)
) ss.
County of Boulder)

The foregoing instrument was acknowledged before me this 12 day of May, 2021, by Craig Ferguson.

Witness my hand and official seal.

My commission expires: 12/12/2023


Notary Public

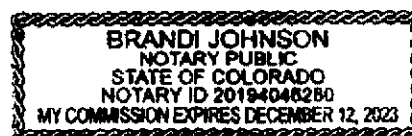


Exhibit A**Description of Property**

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 NORTHWEST 1/4 AND IN THE NORTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER (A 2-INCH ALUMINUM CAP) OF SAID SOUTHEAST 1/4 NORTHWEST 1/4 FROM WHENCE THE SOUTH QUARTER CORNER (A 1-1/4" STEEL PIN) BEARS SOUTH 1°06'30" WEST AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 1°06'30" WEST, 1493.36 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF COLORADO HIGHWAY 36;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 37°27'00" WEST, 438.40 FEET;

THENCE NORTH 51°29'00" WEST, 206.20 FEET;

THENCE NORTH 37°27'00" WEST, 976.14 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF NORTH ST. VRAIN CREEK;

THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG SAID NORTH ST. VRAIN CREEK CENTERLINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 52°23'00" EAST, 20.00 FEET;

THENCE NORTH 56°43'26" EAST, 482.52 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4 NORTHWEST 1/4, SECTION 18;

THENCE LEAVING SAID CREEK CENTERLINE, SOUTH 86°48'06" EAST, 632.10 FEET TO THE POINT OF BEGINNING,

EXCEPT THOSE PORTIONS THEREOF DESCRIBED IN RULE AND ORDER RECORDED JANUARY 9, 2009 UNDER RECEPTION NO. 2972745.

EXHIBIT "A"

A portion of the Northwest Quarter, Section 18, Township 3 North, Range 70 West of the 6th P.M., described as follows:

Beginning at a point on the West line of said Northwest Quarter, said point being a stone with a cross chiseled on top, from whence the West Quarter corner of said Section 18 bears South a distance of 1313.65 feet; thence South 86°20' East a distance of 396.00 feet; thence South a distance of 1096.47 feet to a point on a fenceline, said fenceline being the Northerly right of way boundary of the Old North St. Vrain Road; thence along said boundary fenceline the following courses and distances: South 80°56'15" East a distance of 97.07 feet; North 88°23'30" East a distance of 214.50 feet, North 71°31' East a distance of 101.32 feet, North 60°27'18" East a distance of 140.74 feet, North 45°05' East a distance of 286.37 feet, North 53°28'24" East a distance of 130.58 feet, North 59°48'08" East a distance of 155.21 feet, North 60°18'57" East a distance of 336.15 feet to a point on the Southerly right of way boundary of Colorado State Highway No. 66, thence along said right of way boundary 0.5 feet South of the right of way fenceline and approximately parallel to said fenceline, the following courses and distances; North 37°38'30" West a distance of 103.72 feet to a fence corner on the Northerly bank of North St. Vrain Creek, North 37°38'30" West a distance of 203.92 feet, North 41°56'30" West a distance of 121.28 feet, North 49°45' West a distance of 191.84 feet, North 58°39'30" West a distance of 160.58 feet, North 68°12' West a distance of 190.08 feet, North 77°09'30" West a distance of 137.92 feet, North 84°02' West a distance of 140.29 feet, South 89°26' West a distance of 121.08 feet, South 82°18'30" West a distance of 136.02 feet, South 76°31'10" West a distance of 145.00 feet, South 74°05'30" West a distance of 268.02 feet to a point on the West line of the aforementioned Northwest Quarter of Section 18; thence South a distance of 25.59 feet to the Point of Beginning.

County of Boulder,

State of Colorado.

Excepting therefrom that portion of subject property deeded to Department of Transportation, State of Colorado by Warranty Deed recorded April 7, 2006 at Reception No. 2768625.

EXHIBIT A

A portion of the Northwest Quarter, Section 18, Township 3 North, Range 70 West of the 6th P.M., described as follows:

Beginning at a point on the West line of said Northwest Quarter, said point being a stone with a cross chiseled on top, from whence the West Quarter corner of said Section 18 bears South a distance of 1313.65 feet; thence South 86°20' East a distance of 396.00 feet; thence South a distance of 1096.47 feet to a point on a fenceline, said fenceline being the Northerly right of way boundary of the Old North St. Vrain Road; thence along said boundary fenceline the following courses and distances: South 80°56'15" East a distance of 97.97 feet; North 88°23'30" East a distance of 214.50 feet, North 71°31' East a distance of 101.32 feet, North 60°27'18" East a distance of 140.74 feet, North 45°05' East a distance of 286.37 feet, North 53°28'24" East a distance of 130.58 feet, North 59°48'08" East a distance of 155.21 feet, North 60°18'57" East a distance of 336.15 feet to a point on the Southerly right of way boundary of Colorado State Highway No. 66, thence along said right of way boundary 0.5 feet South of the right of way fenceline and approximately parallel to said fenceline, the following courses and distances; North 37°38'30" West a distance of 103.72 feet to a fence corner on the Northerly bank of North St. Vrain Creek, North 37°38'30" West a distance of 203.92 feet, North 41°56'30" West a distance of 121.28 feet, North 49°45' West a distance of 191.84 feet, North 58°39'30" West a distance of 160.58 feet, North 68°12' West a distance of 190.08 feet, North 77°09'30" West a distance of 137.92 feet, North 84°02' West a distance of 140.29 feet, South 89°26' West a distance of 121.08 feet, South 82°18'30" West a distance of 136.02 feet, South 76°31'10" West a distance of 145.00 feet, South 74°05'30" West a distance of 268.02 feet to a point on the West line of the aforementioned Northwest Quarter of Section 18; thence South a distance of 25.59 feet to the Point of Beginning.

**County of Boulder,
State of Colorado.**

Excepting therefrom that portion of subject property deeded to Department of Transportation, State of Colorado by Warranty Deed recorded April 6, 2006 at Reception No. 2768625.

When Recorded Return To:

Planet Bluegrass Annex, LLC, 500 W. Main Street, P.O. Box 769 Lyons, CO 80540

WARRANTY DEED

THIS DEED is made this 1st day of January, 2016, between CRAIG CHARLES FERGUSON, an individual ("Grantor"), and PLANET BLUEGRASS ANNEX LLC, a Colorado limited liability company whose address is 500 W. Main Street/P.O. Box 769, Lyons, CO 80540 ("Grantee")

WITNESS, that the Grantor, for and in consideration of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all the real property, together with improvements, situate, lying and being in the County of Boulder, State of Colorado, described as follows (the "Property"):

See Attached Exhibit A

Also known by street and number as: 19680 N. St. Vrain Drive, Lyons, CO 80540.

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

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantor for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the enrolling and delivery of these presents, the Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except for taxes and assessments for the current year and subsequent years, and easements, conditions, covenants, restrictions, and reservations of record, if any.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

GRANTOR: Craig Charles Ferguson



STATE OF Colorado)
COUNTY OF Boulder) ss.

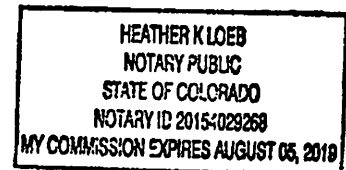
The foregoing instrument was acknowledged before me this 15 day of February, 2017 by Craig Charles Ferguson.

Witness my hand and official seal.

My commission expires: 8/15/19


Notary Public

When Recorded Return To:
Planet Bluegrass Annex, LLC, 500 W. Main Street, P.O. Box 769 Lyons, CO 80540



Escrow File No.: 27920CET

EXHIBIT "A"

A portion of the Northwest Quarter, Section 18, Township 3 North, Range 70 West of the 6th P.M., described as follows:

Beginning at a point on the West line of said Northwest Quarter, said point being a stone with a cross chiseled on top, from whence the West Quarter corner of said Section 18 bears South a distance of 1313.65 feet; thence South 86°20' East a distance of 396.00 feet; thence South a distance of 1096.47 feet to a point on a fence line, said fence line being the Northernly right of way boundary of the Old North St. Vrain Road; thence along said boundary

fence line the following courses and distances: South 80°56'15" East a distance of 97.07 feet; North 88°23'30" East a distance of 214.50 feet, North 71°31' East a distance of 101.32 feet, North 60°27'18" East a distance of 140.74 feet, North 45°05' East a distance of 286.37 feet, North 53°28'24" East a distance of 130.58 feet, North 59°48'08" East a distance of 155.21 feet, North 60°18'57" East a distance of 336.15 feet to a point on the Southernly right of way boundary of Colorado State Highway No. 66, thence along said right of way boundary 0.5 feet South of the right of way fence line and approximately parallel to said fence line, the following courses and distances: North 37°38'30" West a distance of 103.72 feet to a fence corner on the Northernly bank of North St. Vrain Creek, North 37°38'30" West a distance of 203.92 feet, North 41°56'30" West a distance of 121.28 feet, North 49°45' West a distance of 191.84 feet, North 58°39'30" West a distance of 160.58 feet, North 68°12' West a distance of 190.08 feet, North 77°09'30" West a distance of 137.92 feet, North 84°02' West a distance of 140.29 feet, South 89°26' West a distance of 121.08 feet, South 82°18'30" West a distance of 136.02 feet, South 76°31'10" West a distance of 145.00 feet, South 74°05'30" West a distance of 268.02 feet to a point on the West line of the aforementioned Northwest Quarter of Section 18; thence South a distance of 25.59 feet to the Point of Beginning.

County of Boulder,
State of Colorado.
Excepting therefrom that portion of subject property deeded to Department of Transportation, State of Colorado by Warranty Deed recorded April 7, 2006 at Reception No. 2768625.

(SEAL)

IF BORROWER IS PARTNERSHIP:

Name of Partnership

By _____
A General Partner

Name of Limited Liability Company

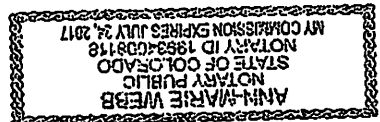
By _____
Its Authorized Representative

Title of Authorized Representative

IF BORROWER IS LIMITED LIABILITY COMPANY:

STATE OF COLORADO
COUNTY of Boulder
SS. _____

* The foregoing instrument was acknowledged before me this 22nd day of May, 2015, by
Craig Ferguson



Witness my hand and official seal
My commission expires _____
Notary Public

261 If a natural person or persons, insert the name(s) of such person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe as
262 Secretary of Doe & Co., a Colorado corporation." If a partnership, insert, for example, "Sam Smith as general partner in and for Smith & Smith,
263 a general partnership." A Statement of Authority may be required if borrower is a limited liability company or other entity (§ 38-30-172, C.R.S.).

222 24. "Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower, and (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:

231 24.1. Borrower shall, upon Lender's request, submit information required to enable Lender to evaluate the creditworthiness of the person ("Transferee") who is, or is to be, the recipient of a Transfer, as if a new loan were being made to Transferee. If Transferee is reasonably determined by Lender to be financially incapable of retiring the indebtedness according to its terms, based upon standards normally used by persons in the business of making loans on real estate in the same or similar circumstances, then all sums secured by this Deed of Trust, at Lender's option, may become immediately due and payable ("Acceleration").

237 24.2. If Lender exercises such option to Accelerate, Lender shall give Borrower notice of Acceleration in accordance with § 16 (Notice). The notice shall inform Borrower of the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to Acceleration and sale. Such notice shall also provide a period of not less than 10 days from the date the notice is given within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by § 18 (Acceleration; Foreclosure; Other Remedies). Lender shall give notice of such Acceleration, within thirty (30) days after notice of any Transfer is given to Lender by Borrower or Transferee in accordance with § 16 (Notice). If Lender shall not give notice of such Acceleration within such thirty (30) days, then Lender will have no further right to such Acceleration.

246 24.3. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of undistributed reserve funds on payment in full of said sums, without in any way altering or discharging Borrower's liability hereunder for the obligations hereby secured.

252 24.4. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.3 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

259 25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY BORROWER.

IF BORROWER IS NATURAL PERSON(S):

 Legal Person
 doing business as _____

IF BORROWER IS CORPORATION:

ATTEST:

 Name of Corporation
 By _____
 President
 Secretary

165. the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

171. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

174. **19. Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

179. **20. Assignment of Rights; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

183. Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

188. Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

193. **21. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

198. **22. Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

200. **23. Escrow Funds for Taxes and Insurance.** This § 23 is not applicable if Funds, as defined below, are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (hereinafter referred to as "Funds") equal to N/A of the yearly taxes and assessments which may attach priority over this Deed of Trust, plus N/A of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

206. The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

212. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

218. Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

108 Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2.2 (Note: Other Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.

110 10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

111 11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

112 In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

113 If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

114 Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in § 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

115 12. Borrower not Released. Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

116 13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

117 14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

118 15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

119 16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

120 17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

121 18. Acceleration; Foreclosure; Other Remedies. Except as provided in § 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

122 If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of

6. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in § 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under § 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

9.1. any general or special taxes or ditch or water assessments levied or accruing against the Property;

9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;

9.3. sums due on any prior lien or encumbrance on the Property;

9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;

9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses of protecting and securing the Property;

9.6. receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase;

9.7. all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and

9.8. such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrances on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(TD73-8-10) (Mandatory 1-11)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST
(Due on Transfer - Creditworthy)

THIS DEED OF TRUST is made this 22 day of May, 2015, between Craig Ferguson;
(Borrower), whose address is 500 W Main St, Lyons, CO 80540;
and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of
Sanford R. Williams and Marsha K. Williams (Lender), whose address is
PO Box 63, Lyons, CO 80540. *as Joint Tenants mlu*

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the _____

County of Boulder, State of Colorado:

See attached Exhibit A.

known as No.	19680 North St. Vrain Dr.	Lyons	CO	80540
	Street Address	City	State	Zip

(Property Address), together with all its appurtenances (Property).

2. **Note: Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated May 22, 2015, in the principal sum of One million, two hundred thousand Dollars (U.S. \$ 1,200,000.00), with interest on the unpaid principal balance from May 22, 2015, until paid, at the rate of 4.0 percent per annum, with principal and interest payable at PO Box 63, Lyons, CO 80540 or such other place as Lender may designate, in 60 payments of four thousand Dollars (U.S. \$ 4,000.00), due on the 1 day of each month beginning June 1, 2015; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon shall be due and payable on May 1, 2020; and Borrower is to pay to Lender a late charge of 5.00 % of any payment not received by the Lender within 15 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except no exceptions;

2.2. the payment of all other sums, with interest thereon at 12.00 % per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

2.3. the performance of the covenants and agreements of Borrower herein contained.

3. **Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date; and subject to as per title commitment.

4. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. **Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

Escrow File No.: 27920CET

EXHIBIT "A"

A portion of the Northwest Quarter, Section 18, Township 3 North, Range 70 West of the 6th P.M., described as follows:

Beginning at a point on the West line of said Northwest Quarter, said point being a stone with a cross chiseled on top, from whence the West Quarter corner of said Section 18 bears South a distance of 1313.65 feet; thence South 86°20' East a distance of 396.00 feet; thence South a distance of 1096.47 feet to a point on a fenceline, said fenceline being the Northerly right of way boundary of the Old North St. Vrain Road; thence along said boundary fenceline the following courses and distances: South 80°56'15" East a distance of 97.07 feet; North 88°23'30" East a distance of 214.50 feet, North 71°31' East a distance of 101.32 feet, North 60°27'18" East a distance of 140.74 feet, North 45°05' East a distance of 286.37 feet, North 53°28'24" East a distance of 130.58 feet, North 59°48'08" East a distance of 155.21 feet, North 60°18'57" East a distance of 336.15 feet to a point on the Southerly right of way boundary of Colorado State Highway No. 66, thence along said right of way boundary 0.5 feet South of the right of way fenceline and approximately parallel to said fenceline, the following courses and distances; North 37°38'30" West a distance of 103.72 feet to a fence corner on the Northerly bank of North St. Vrain Creek, North 37°38'30" West a distance of 203.92 feet, North 41°56'30" West a distance of 121.28 feet, North 49°45' West a distance of 191.84 feet, North 58°39'30" West a distance of 160.58 feet, North 68°12' West a distance of 190.08 feet, North 77°09'30" West a distance of 137.92 feet, North 84°02' West a distance of 140.29 feet, South 89°26' West a distance of 121.08 feet, South 82°18'30" West a distance of 136.02 feet, South 76°31'10" West a distance of 145.00 feet, South 74°05'30" West a distance of 268.02 feet to a point on the West line of the aforementioned Northwest Quarter of Section 18; thence South a distance of 25.59 feet to the Point of Beginning.

County of Boulder,
State of Colorado.

Excepting therefrom that portion of subject property deeded to Department of Transportation, State of Colorado by Warranty Deed recorded April 7, 2006 at Reception No. 2768625.

WARRANTY DEED

THIS DEED, made this 22nd day of May, 2015, between
Sanford R. Williams and Marsha K. Williams
of the County of Boulder and State of Colorado, grantor(s), and
Craig Ferguson

whose legal address is 500 W. Main Street/PO Box 769, Lyons, CO 80540
of the County of Boulder and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of ONE MILLION SEVEN HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,700,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, AS JOINT TENANTS, all the real property, together with improvements, if any, situate, lying and being in the County of Boulder and State of Colorado, described as follows:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF BY THIS REFERENCE

also known by street and number as: 19680 N. St. Vrain Drive, Lyons, CO 80540

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Sanford R. Williams
Sanford R. Williams

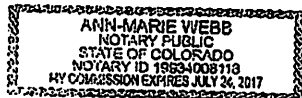
Marsha K. Williams
Marsha K. Williams

State of Colorado

County Of Boulder

The foregoing instrument was acknowledged before me this May 22, 2015, by Sanford R. Williams and Marsha K. Williams

My Commission expires:



Doc Fee: \$170.00

Buyers Forwarding Address for Recorded documents is:
Borrower Address

Witness my hand and official seal.

Craig Ferguson
Notary Public

COLORADO ESCROW AND TITLE SERVICES, LLC
OWNERSHIP AND ENCUMBRANCE COVER SHEET

To: JACQUE WATSON

Present Owner: PLANET BLUEGRASS ANNEX LLC

Property Address: 19680 N. ST. VRAIN DR.

Certification Date: February 15, 2017

Date: February 22, 2017

NOTE: The information contained in this report has been taken from the County Records, but is without benefit of a complete title search,

If there is additional information you require, please call us at (303) 678-8500.

WE APPRECIATE YOUR BUSINESS!

*520 Main Street, Suite C, Longmont, Colorado 80501
Phone (303) 678-8500 / Fax (303) 678-8509*

COLORADO ESCROW AND
TITLE SERVICES, LLC

520 MAIN STREET, SUITE C, LONGMONT, CO 80501

(303) 678-8500
(303) 678-8509

BILLING INVOICE

DATE: ²⁻²²⁻¹⁷
~~January 23, 2017~~

TO: JACQUE WATSON

RE: 19680 N ST VRAIN DR

ORDER NO.: 29313CET

TOTAL DUE: ~~\$5.00~~ \$10.00

*Emailed
1/23*

PLANET BLUEGRASS RANCH & FARM
Conditional Use Report
11/8/21

This report is written to correspond with the application submittal requirements in Article 7 of Chapter 16 of the Lyons Municipal Code and addresses the conditional use approval criteria specified in Section 16-7-30.

Background

The subject property includes two parcels known as the Ranch (east of the highway) and the Farm (west of the highway). The Ranch is owned by Fergstead, LLC and Jerry Moore, Tenants in Common, and leased by Telluride Bluegrass Festival, PBC, d/b/a Planet Bluegrass, and the Farm is owned by Planet Bluegrass Farm, LLC. Both parcels are located within the CE-1 Commercial Entertainment District. Section 16-3-220(c)(1) of the Lyons Municipal Code allows for state, theatrical, concert and related performances, and the construction of required facilities for such, as specified in the site plan, by conditional use review.

In 1999, the Town Board of Trustees (BOT) approved a site plan and keynotes establishing the parameters of music festivals at the Ranch. In 2007, the BOT approved an amendment to the keynotes. In 2017, the Farm parcel was added to the Planet Bluegrass operation with approved annexation, site plan and keynotes. In June of 2021, the BOT approved a Settlement and Agreement to Amend Planet Bluegrass Keynotes and Amendable Letters of Understanding. One of the clauses of that agreement was the BOT would consider enactment of said detailed changes via resolution at a regular BOT meeting, and that in the interim period the parties can operate in accordance with the detailed changes. On September 20, 2021, the BOT approved a portion of these changes leaving the remainder to be included in this Conditional Use application.

Proposal Description

This is a request for approval of a conditional use to add items to the previously-approved keynotes with improvements as shown on the attached site plans. For ease of clarification for this review process, the site plans are focused on the proposed improvements and not the already-approved ones. Once the review process is completed, Planet Bluegrass will provide one legal document to include all approvals, past and present with site plans that list all approved keynotes, so that everyone has one set of documents and plans that cover everything allowed.

The proposed improvements address current needs and anticipated needs over the next five to ten years, but minor adjustments (with Town Administrator approval) may be necessary. It is understood that any major modifications would need to go through another conditional use review process. The primary proposed modification is making improvements to the south grazing area of the Farm to accommodate camping during

Major Events that is currently handled at Riverbend which is no longer available to Planet Bluegrass. Access to the camping area would occur from the main property of the Farm using the pedestrian bridge over the river. The proposed improvements to the south grazing area listed on Page 4 of this report include changing the use of this area to accommodate camping, storage and an accessory dwelling.

Specific keynotes included in the June 2021 agreement with the BOT that need to be ratified with this proposed conditional use include:

1. Amplification associated with any outdoor musical or theatrical performance constituting a Minor Event at the Ranch shall terminate no later than 10:30 p.m. on any Friday or Saturday and no later than 9:00 p.m. on any other day of the week. Amplification associated with any outdoor musical or theatrical performance may be extended an additional thirty minutes per day when required by outdoor musical or theatrical performance. *(Item IV-A-4 of Agreement)*
2. Mid-Tier Events are those which involve more than 500 but less than 1,000 attendees paid at the Ranch. The 1,000-attendee maximum at Mid-Tier events is based on the estimated number of attendees and vehicles which can be accommodated at the Ranch, with little or no impact on the Town or Town residents. Up to 10 Mid-Tier Events may be held at the Ranch within any calendar year. No Mid-Tier Events may be held at the Farm. *(Item IV-B of Agreement)*
3. Amplification associated with any outdoor musical or theatrical performance constituting a Mid-Tier Event shall terminate no later than 10:30 p.m. on any Friday or Saturday and no later than 9:00 p.m. on any other day of the week. Amplification associated with any outdoor musical or theatrical performance may be extended an additional thirty minutes per day when required by outdoor musical or theatrical performance. *(Item IV-B-4 of Agreement)*
4. To accommodate on-site parking necessary to keep Mid-Tier Events self-contained on the Ranch property and minimize impacts to the Town or Lyons residents, Keynote 4 is hereby amended to allow parking for up to 300 vehicles for Mid-Tier Events in the designated area and Keynote 5 is hereby amended to allow parking for up to 100 vehicles for Mid-Tier Events in the designated area. *(Item IV-B-5 of Agreement)*
5. The “patron days per calendar year” limitation in 1999 Keynote C93)(a)(iii) shall be eliminated. *(Item IV-C-2 of Agreement)*
6. The maximum number of Major Events shall be 8 per calendar year and the maximum number of event days shall be 12. *(Item IV-C-3 of Agreement)*
7. Total campground capacity for Major Events under 1999 Keynotes 4 and 5 shall be increased from 700 to 950. *(Item IV-C-4 of Agreement)*
8. The 2017 Farm Keynote 4 shall be amended to reduce the number of allowed campers from 950 to 700 and to increase the number of allowed vehicles from 150 to 400. *(Item IV-C-5 of Agreement)*
9. The Town Administrator may waive the 120-day advance notice requirement for Major Events but shall notify the BOT of such waiver as soon as practicable. *(Item IV-C-6 of Agreement)*

10. The 2017 Farm Keynotes, Section 5, will be amended as follows: Sunday lineups at the Farm for purposes of safely conducting vehicles to events at the Ranch shall be permitted and shall not count against the 12 Minor Events allowed in any one calendar year under Farm Keynote 5(a). Parking for Sunday lineups shall not commence earlier than 9:00 a.m. and lineup activities shall be completed no later than 5:00 p.m. The 2017 Farm Keynotes, Section 6, will be amended to add that: Vehicles shall not occupy the area referenced in 2017 Farm Keynote 6 sooner than 24 hours before commencement of a Major Event. *(Item V of Agreement)*

Proposed changes to the event details in the 2021 Agreement include the following:

1. Change Mid-Tier Events to include use of the Farm, camping is allowed at the Farm and Ranch, increase capacity to 3,000 patrons, change the weekday curfew to 10:00 p.m., and increase the advance notice to 30 days with administrator approval to waive.
2. Change Minor Events by changing the weekday curfew to 10:00 p.m.
3. Decrease Major Event advance notice to 30 days for repeating events.

Proposed changes to the 2017 Farm Keynotes include the following:

1. Change Keynote 5 on the south grazing area to include camping for up to 1000 people in conjunction with Major Events (maximum 12 days per year) with no access from Apple Valley Road.
2. Change Keynote 5 to include up to 5 yurts and/or tiny homes to be accessed from Apple Valley Road to be occupied at any time year round.

Proposed additional improvements to the Ranch parcel as shown on the site plan include the following:

1. The multi-purpose structure becomes the bathhouse structure with the option to expand into a larger workshop area or a full redesign and rebuild of structure.
2. Add west gate structure.
3. Add portico structures at the vendor gate and backstage gate.
4. Add event fence and backstage fence.
5. Add seating retaining wall in back of bowl.
6. Add yurt east of the pavilion.
7. Future box office and ticket structure in the northwest corner of the property.
8. Rebuild or add to the garage to make a box office and/or maintenance shop.
9. Rebuild the FOH structure.
10. Addition of pavilion storage facility.
11. Cabin renovation and construction of dressing room facility pending flood plain approval. Optional building expansion west of existing structure.
12. Add reference to underpass.
13. Add transformer/vault structure.
14. Add speaker hang structures next to the stage.

15. Add up to 12 temporary yurts and/or tiny homes north and west of stage.
16. Add signage structure.

Proposed additional improvements to the Farm parcel as shown on the site plan include the following:

1. Add bathhouse structure on main property north of river.
2. Add front gate archway structure on main property.
3. Add three 15 ft. x 15 ft. cattle sheds to main property. (Actual locations to be determined.)
4. Add permanent vehicular bridge connecting main property to south grazing area. (Actual location to be determined.)
5. Relocate temporary pedestrian bridge connecting main property to south grazing area. (Actual location to be determined.)
6. Add perimeter fence around entire Farm parcel.
7. Add permanent or temporary storage structures in south grazing area.
8. Add an accessory dwelling unit above permanent storage structure or as a separate building.
9. Add up to 5 temporary yurts and/or tiny homes in south grazing area to be accessed from Apple Valley Road and to be occupied any time year-round. (Actual locations to be determined.)
10. Add bathhouse structure in south grazing area.
11. Add fence around existing house.

Section 16-7-20(b)(3) Written Statement

a. Need for the proposed conditional use;

The proposed modifications are needed to further Planet Bluegrass' goal of increasing event safety and reducing impacts on the Town residents. The proposed improvements to buildings simply are needed to more efficiently operate and to enhance the experience of attending members of the public. The proposed structure improvements will occur within the next five to ten years and will not all happen immediately. For example, temporary porta-johns will likely be used initially for the camping area at the Farm.

b. Present and future impacts on the existing adjacent properties, uses and physical character of the surrounding area;

Over the years, improvements have been made onsite to minimize impacts on adjacent properties such as screening fences, landscaping and building orientations. Providing onsite parking several years ago significantly reduced impacts in town, and providing onsite camping during Major Events will significantly reduce traffic generation and impacts to the surrounding area. Fencing and landscaping of the proposed uses and structures will reduce adverse impacts to adjacent properties.

c. Impact of the proposed conditional use on area accesses and traffic patterns;

As previously stated, including camping onsite during Major Events will reduce the traffic generation levels of previous years by allowing those who historically camped at Riverbend to use the pedestrian underpass instead of crossing the highway. Planet Bluegrass will continue to manage the traffic during events in accordance with CDOT requirements.

d. Availability of utilities for conditional use;

Public water is available to the proposed facilities at the Ranch, water will be extended from the existing house on the Farm to serve the proposed bathhouse on the north side of the creek, and from the waterline adjacent to Apple Valley Road to serve the proposed bathhouse and accessory dwelling on the south side of the creek. Public sewer is available to the proposed facilities at the Ranch, sewer can be extended from the highway adjacent to Eagle Canyon Subdivision to the proposed bathhouse on the north side of the creek, and extended under the creek to serve the proposed bathhouse and accessory dwelling on the south side of the creek. Because of the temporary nature of the use of proposed structures on the Farm, other sewer alternatives may be more feasible; such as, an engineered septic system or a self-contained system that is pumped as needed.

e. Potential impacts on public facilities and services, including but not limited to fire, police, water, sanitation, roadways, parks, schools and transit;

The proposal will not result in adverse impacts on public facilities and services. All new structures will meet building and fire code requirements, and the new structures and camping area will be easily accessible to emergency vehicles.

f. Fiscal impact analysis;

The proposed improvements increase the opportunities for Planet Bluegrass to continue to be a successful, viable commercial operation in Lyons which benefits financially through lodging tax, sales tax and property tax. The following fiscal impact analysis was completed by Zach Tucker, Planet Bluegrass General Manager.

Fiscal Impact Analysis

The primary basis for these proposed changes is not fiscal benefit, but instead, a goal of creating the most operationally efficient, visually stunning, and enjoyable music venue in the world. This allows us to continue to attract world class talent to the little town of

Lyons. The achievement of this goal, however, translates to numerous positive fiscal impacts on the Town of Lyons.

The most direct translation of these impacts is seen in direct tax payments. The addition of ten mid-tier events at the requested capacity will generate noticeably increased sales tax revenue for the Town. Furthermore, the addition of camping in the South Grazing Area has the potential to generate up \$4,800 per year of additional lodging tax.

The changes we are seeking will also have fiscal impacts on other businesses around Town. Campers are some of the most likely people to visit the town services during our festivals, since they need equipment, like ice, and are here for the longest time. The addition of camping in the South Grazing Area brings in up to 1,000 additional campers seeking food, equipment, and entertainment in Town.

The addition of Mid-Tier events also serves to draw more people to Town who are likely to utilize other businesses in Town. These Mid-Tier events most commonly manifest as one night concerts, with limited or no camping. Therefore, patrons are looking for things to do and eat in town before the show, as well as nearby lodging afterwards. The addition of these events has the potential to attract numerous new people to Town who are excited to see what Lyons has to offer.

Planet Bluegrass has the opportunity to financially benefit not only the Town of Lyons, but every business within it by making the requested changes and pursuing a music-filled future.

g. Environmental impact analysis;

The proposed improvements are located in previously-disturbed areas, and impacts are temporary in nature because of the seasonality of the use. For over 20 years, Planet Bluegrass has provided the finest musicians and songwriters who embrace a “Leave No Trace” ethic that has defined Planet Bluegrass as a leader in sustainable festivation. The following environmental impact analysis was completed by Zach Tucker, Planet Bluegrass General Manager.

Environmental impact analysis:

Mitigation of environmental impacts, on pristine natural areas, from large scale events is a cornerstone of Planet Bluegrass’ approach to hosting festivals. The Ranch and Farm are two of the most visually stunning and ecologically varied properties in Town. Extreme care is taken after each event to remove all waste and rehabilitate any areas impacted by tents, vehicles, and foot traffic. The sparse, seasonal nature of events at Planet Bluegrass offers plenty of time for flora to bounce back from increased traffic levels.

The case for our environmental care can be further proven by our camping operation in Telluride, Colorado for the Telluride Bluegrass Festival. We are one of only two events allowed to utilize the Zone 1 Preserve for camping in Town Park. 1,200 Festivarians

camp in the Town Park/Zone 1 Preserve for 9 days every year in June, and then the property is returned to the local Open Space Commission, better than it was found. Vehicles are not allowed within the preserve, and the camped upon areas quickly bounce back to their former splendor for all to enjoy. We are also allowed to operate a campground within the National Forest in Telluride, Colorado under a Special Use Permit from the U.S. Department of Agriculture. Our event is the only event that is allowed to utilize this space and we have been able to return for well over 10 years due to our careful mitigation of impacts and “Leave No Trace” ethic.

We have seen from hosting “Mid-Tier” sized events that the environmental impacts are quite limited, especially compared to festivals. Patron contact time is shorter, and we continue to attract environmentally respectful and conscious attendees. Ten additional events of this size will not have a notable environmental impact on either property.

The addition of camping on the South Grazing area will be carefully managed to protect the space. We have proven our ability to use pristine land for Festival camping in a sustainable way in Telluride, and those same concepts will be applied here. Wetlands will be fenced off to prevent trampling or damage, adequate services will be provided to manage waste, and patron vehicles will not be allowed into the campground. Most notably, this level of use will occur no more than 12 days per year, offering plenty of time for recovery.

All of the improvements we are requesting seek to decrease our environmental impacts as well. Permanent fences help to keep patrons off of sensitive areas and focus impacts on designated areas. Most of our structures are replacing temporary event infrastructure which reduces environmental impacts associated with building temporary spaces, such as noise, trampling, and ground disturbance. Furthermore, they allow us to focus on more efficient infrastructure such as built in LED lighting. Finally, building more, permanent bathrooms help us ensure that human waste is all properly and hygienically disposed of.

Unlike many event venues, these properties are our home 365 days per year. Mitigating our impact on the natural environment surrounding them remains paramount in everything we do and dream of doing.

h. The relationship between the proposal and the Comprehensive Plan; and

As specifically described in the following review criteria analysis, the proposal is in accordance with numerous goals and policies of the Lyons Comprehensive Plan.

i. Public benefits arising from the proposal.

The continued success of Planet Bluegrass as a top-class music venue benefits the public in countless ways not only fiscally but by providing memorable music

performances by well-known artists and music academies that nurture and educate budding artists.

Section 16-7-30 Conditional use approval review criteria

(1) The conditional use shall satisfy all applicable provisions of the zoning regulations and subdivision regulations.

The proposed modifications are within the applicable provisions of the conditional use requirements as specified in the zoning regulations. All new structures will be constructed in accordance with the bulk requirements of the zoning regulations; such as, property line setbacks and maximum building height restrictions.

(2) The conditional use shall conform with or further the goals, policies and strategies set forth in the Lyons Comprehensive Plan.

The proposed improvements are in accordance with the Lyons Comprehensive Plan. Specifically, the following goals and objectives are met by the proposal.

Land Use and Growth Goal: Ensure that the built environment contributes to Lyons' identity and is consistent with the 2010 Lyons Planning Area Map and the Sustainable Design and Development Principles. The proposed structures will be compatible with the existing stone and timber structures at Planet Bluegrass in accordance with the surrounding environment.

Economic Development Goal 1: Create an environment in which local businesses can prosper. The proposed improvements enable Planet Bluegrass Festivals to thrive while providing the Town with additional revenue through lodging taxes, etc. and providing the general public an opportunity to enjoy all that Lyons has to offer.

Economic Development Objective 1.2: Improve Lyons' fiscal, regulatory and physical environment. Economic Development Strategy 1.2.4: Explore ways to communicate that Lyons is a business-friendly community. Supporting needed improvements to a commercial business in Town well known locally, state-wide and nationally is a positive message to others considering business opportunities in Lyons.

Economic Development Objective 1.3: Promote business retention and the creation of new businesses in Lyons. Continuing to support needed improvements to the operation of Planet Bluegrass at this location ensures the longevity of a substantially beneficial business in Lyons.

Economic Development Goal 2: Leverage the Town's History, natural setting, unique retailers and relationship with the music and arts community to attract

tourists. Planet Bluegrass festivals actively celebrate the natural setting surrounding the site from the dramatic rock cliffs to the winding St.Vrain River.

Culture History and Education Goal: Support the advancement of education and culture in the community. Objective 1.5: Provide community events and activities that build on and strengthen Lyons' culture. Strategy 1.5.1: Continue to work with the arts and music community to encourage artists of all ages in the community to submit appropriate art projects that may be incorporated into public spaces. Planet Bluegrass fosters musical opportunities to all ages with its public workshops during annual music festivals.

Environment Goal: Protect and promote Lyons' unique natural environment and resources and lead the community towards environmental sustainability.
Environment Objective 1.6: Reduce the amount of Lyons solid waste that is sent to landfills. Planet Bluegrass actively promotes recycling and composting waste at all events with numerous well-marked trash receptacles in key locations throughout the site.

Transportation Goal: Develop an integrated mobility system that is safe and easily accessible to all travelers. Transportation Objective 1.2: Increase mobility choices in Lyons to reduce environmental impacts and average vehicle miles travelled and to enhance the area's quality of life. Transportation Strategy 1.2.5: Investigate ways to manage traffic during events to prevent accidents and major delays. By providing most of the camping associated with the Planet Bluegrass festivals onsite, traffic generation to and from the venue is greatly reduced. Sufficient parking is already provided onsite with CDOT-approved traffic management plans in place during the Major Events.

- (3) The conditional use shall be adequately served with public utilities, services and facilities (i.e., water, sewer, electric, schools, street system, fire protection, public transit, storm drainage, refuse collection, parks system, etc.) and not impose an undue burden above and beyond those of the permitted uses of the district.**

Adequate utilities and services currently exist for the proposed improvements on the Ranch, and the structures on the Farm will need utilities as previously described..

- (4) The conditional use shall not substantially alter the basic character of the district in which it is in or jeopardize the development or redevelopment potential of the district.**

The proposed improvements will not adversely alter the character of the Commercial Entertainment District and will only further the future successful operation of Planet Bluegrass festivals at this location.

- (5) The conditional use shall result in efficient on-site and off-site traffic circulation which will not have a significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.**

Accommodating most of the camping during music festivals to be onsite substantially reduces traffic impacts in the surrounding area. The primary parking area located on the main property of the Farm will continue to be managed by CDOT-approved traffic management plans during events.

- (6) Potential adverse impacts of the conditional use on the rest of the neighborhood or of the neighborhood on the conditional use shall be mitigated through setbacks, architecture, screen walls, landscaping, site arrangement or other methods.**

Screen walls, fencing and landscaping provide screening and buffering from neighboring properties, and these methods will continue to provide that screening. The proposed structures will conform to the existing architectural standards on site and as shown in the architectural design standards in Appendix A.

- (7) The conditional use minimizes environmental impacts, mitigates impacts to wildlife and wildlife habitat and promotes green building standards.**

The temporary nature of the seasonal events onsite minimizes environmental impacts and mitigates impacts to wildlife and wildlife habitat. New structures will be constructed using green building standards.

- (8) The conditional use avoids placing unreasonable financial burdens on the Town.**

The proposed modifications do not create financial burdens on the Town, and the proposal relocates offsite camping during Major Events to the Farm reducing impacts to the Town.

- (9) The applicant shall submit evidence that all applicable local, state and federal permits have been or will be obtained.**

Planet Bluegrass has been in operation for many years and has a long history of obtaining all applicable permits and will continue to do so.

- (10) The conditional use will not create more noise, dust, odors, vibrations, lights, traffic or parking than is customary for the zone district in which the conditional use is proposed, or that such increased impacts can be adequately mitigated.**

The proposed improvements are consistent with the music venue that is Planet Bluegrass and are in accordance with the uses allowed in the Commercial Entertainment District. Over the years, additional mitigation measures have been added to the Planet Bluegrass site to minimize offsite impacts from the seasonal activities. The proposed camping use in the south grazing area of the Farm is bordered on the north by the North St.Vrain Creek, the south by Apple Valley Road, the east by State Highway 36, and the west by a private property whose owner has indicated no objections.

Appendix A – Planet Bluegrass Architectural Design

The photos below detail the architectural design elements incorporated into historical buildings on the Planet Bluegrass Property and planned to be incorporated into future structures. These elements include, but are not limited to, naturally stained, rough cedar exteriors, sandstone accents, corrugated metal roofing material, and gabled roof structures.





PLANET BLUEGRASS

Offices: 304 2nd Avenue | Festivals: 500 W. Main Street | Mailing: PO Box 769
Lyons, CO 80540
303-823-0848
planet@bluegrass.com

December 07, 2021

Colorado Department of Transportation
Attn: Timothy Bilobran
Via Email: c/o Philip Strom pstrom@townoflyons.com

RE: Traffic Impacts of Planet Bluegrass Conditional Use Update

Timothy,

This document is intended to clarify several items related to the normal event operations at Planet Bluegrass and how traffic will be affected by the recently submitted conditional use update. Throughout our application and this document, we refer to our properties as “The Ranch” and “The Farm”. The Ranch is the property at 500 W Main Street, where our performances are, and guests are able to eat, drink, and camp. There is very limited parking on-site for VIP’s and staff. The Farm refers to the property at 19680 N. St Vrain Drive, on both the North and South sides of the North Saint Vrain Creek. This property handles all of our attendee parking, as well as camping for certain events.

We are seeking two major changes to our conditional use that may have notable traffic impacts. First, we are requesting a change to our “Mid-Tier” events, as defined by our existing zoning. We are currently allowed to host ten events at a capacity of 1,000 attendees, and are seeking to increase the capacity to 3,000 attendees and use The Farm property for parking and camping.

Our second request is for approval to camp up to 1,000 people at the Farm in an area we refer to as the “South Grazing Area”. This area is between Apple Valley Road and the North Saint Vrain Creek, along the southern boundary of The Farm property. This camping area will only be utilized in conjunction with **major events** at The Ranch, as defined by our current zoning, so we will be limited to 12 event days per year. Furthermore, access will not be allowed from Apple Valley Road, other than staff & service vehicles. Instead, patrons will park in the area currently approved for parking at the Farm and walk over our pedestrian bridge to their campsite. This camping area will NOT be used in conjunction with Mid-Tier events described above. We are not seeking use of this camping area to sell

additional camping tickets, but instead to shift camping tickets that were originally sold for Riverbend (501 W Main Street), which we are no longer able to use.

One of our key operational goals for all events we do is to minimize impacts on Highway 36. We contract with the Boulder County Sheriff's Office (BCSO) for a flagger to manage attendees turning into The Farm property for all events we currently host, and intend to do this for these Mid-Tier events if they are approved. Furthermore, we work closely with the BCSO flagger and officers to address any traffic impacts that do arise. The incorporation of the highway underpass connecting our two properties, as well as continued improvements to our operations, allowed us to run extremely smooth events related to parking and traffic in 2021, and we plan to continue our pursuit of this.

The following pages offer a more detailed look at how the addition of 1,000 campers at The Farm, in conjunction with Major Events, could affect traffic related to Highway 36. We believe that even with these proposed changes, the traffic study that we submitted in 2018 in conjunction with our annexation request for The Farm property is still applicable. Pedestrian impacts will be reduced since we are no longer utilizing a crosswalk.

We are **not** seeking a capacity increase for our Major events, and therefore we aren't trying to park any more people at The Farm. While we are shifting where our attendees sleep from Riverbend to The Farm property, most of them already parked their car at The Farm. Since we already operate The Farm at its maximum capacity for most events, any additional vehicle traffic created would be directed to our overflow parking at the Town of Lyons Wastewater Treatment Plant.

We do recognize that the addition of Mid-Tier event use of The Farm will increase the number of times Highway 36 is impacted (an increase of up to 10 days per year), however, the level of use for each event will not be higher than that of our original traffic study, since these Mid-Tier events have a lower capacity than or historically approved Major events.

We understand that our current permit approvals will need to be updated to reflect the addition of the Mid-Tier events as well, and we plan to begin that process as soon as our conditional use update is approved.

I recognize that this remains quite nuanced and complicated. If I can be of any assistance in clarifying important aspects of our operation or intended uses, please reach out to me at any time.

Thank you for your consideration.

Zach Tucker
Director of Operations
Telluride Bluegrass Festival, PBC d/b/a Planet Bluegrass
zach@bluegrass.com
303-912-8057

Planet Bluegrass Current Uses

Planet Bluegrass uses 19680 N. Saint Vrain Drive (The Farm) for major events to handle parking and camping. Historically, we have also leased 501 West Main St., known as Riverbend, during our events for additional parking and camping. We will no longer be able to utilize Riverbend for camping in 2022.

Capacities & Management -

Since we began using these two properties, our capacities have been as follows:

Riverbend:

- 600 Campers
- 120 Vehicles

The Farm:

- 350 Campers
- 100 Camping Vehicles (under 18')
- 75 RV's (over 18')
- Roughly 1,000 parking vehicles per day. This number varies depending on vehicle sizes, etc.

It is important to note that most of the 600 Riverbend campers set up their campsite at Riverbend and park their car at the Farm. Only 120 vehicles are able to park on-site at Riverbend as noted. The rest park their car at the Farm and are included in the 1,000 daily parking vehicles noted above.

Access -

Riverbend campers currently access the festival by crossing Highway 36 at the crosswalk in front of the property. This is outlined in the map in Appendix A. The crosswalk is flagged by BCSO flaggers who stop traffic whenever pedestrians need to cross, leading to frequent stops for eastbound and westbound traffic. Since this is camping access, patrons move back and forth throughout the day, meaning each person will likely cross that road 4+ times per day.

All patrons who park and camp at The Farm property cross the North Saint Vrain Creek using our pedestrian bridge and travel under Highway 36 using the underpass. These attendees can move back and forth between their camp/car and the festival without stopping traffic.

Our goal is always to carefully balance camping/parking density with guest experience. We want to use space as efficiently as possible, but also want guests to have an enjoyable experience parking, driving, and camping. At this time, we think we are using the Farm property to close to its operating capacity for our events, other than the South Grazing Area along Apple Valley Road which we are seeking new use of.

Proposed Changes & Impacts

Shifting Riverbend Campers

The proposed addition of camping in the South Grazing Area at The Farm will shift the 600 campers from Riverbend to the Farm but shouldn't have a noticeable impact on vehicle traffic into or out of the Farm, since most of those cars already park there. Since we already use the Farm to its maximum capacity during events, the 120 vehicles that currently park at Riverbend, will either remain parked there under a different lease agreement, or will be directed to our overflow parking lots in Town.

Additional Farm Camping

It is notable that we are requesting approval for up to 1,000 campers in the South Grazing area. At this time, we are only seeking to "re-home" the 600 campers from Riverbend, but based on the square footage of the area, we believe it can fit 1,000 campers. We are seeking approval for this higher number so that we can shift capacity from other camping areas to this one should that be necessary down the road. It is notable that the campers we would be shifting **already park their car at the farm** even if they camp elsewhere. Therefore, even reaching this higher camping number shouldn't have noticeable vehicle impacts at the Farm.

Reduced Traffic Impacts

The opportunity for reduced traffic impacts comes from the decrease in pedestrian crossings of Highway 36. As discussed previously, the constant crossing of Highway 36 by Riverbend campers leads to frequent traffic stops. By shifting these 600 campers up to the Farm, they will be able to take advantage of the underpass to access the festival grounds, meaning they never need to cross Highway 36 and traffic won't need to be stopped at the Riverbend crosswalk.

Due to limited parking available in Town and the risk of losing their parking spot, our camping patrons walk into Town for almost everything they need. The campers moving to The Farm will also be able to access businesses in Town, by using the underpass to cross below the highway.

Mid-Tier Events

Planet Bluegrass is currently approved to hold 10 Mid-Tier events at The Ranch for up to 1,000 people. We are requesting that the capacity for these events be increased to 3,000 people and we be allowed to utilize The Farm for parking and camping related to them. Camping will not be allowed in the South Grazing Area for these events. This will increase the number of times we impact Highway 36, but we plan to continue working with BCSO to manage traffic and our parking operation allows for all the necessary vehicles to enter and exit in an orderly manner with the least possible impact on the Highway.

We recognize that our current CDOT entry permit for the Farm approves us for 10 event days total. We are seeking approval for this zoning change subject to restrictions set forth by our CDOT permits. Therefore, we would be seeking an update to this permit as well once our conditional use update is approved.

Conclusion

The goal of this conditional use update is to position Planet Bluegrass to remain a world class music venue while maximizing our guest experience and reducing our impact on those around us. By shifting camping from Riverbend to the Farm, we are reducing the number of pedestrians who need to cross Highway 36 and not increasing vehicle parking at the Farm. Therefore, the traffic study previously commissioned for The Farm property remains accurate to our proposed use, other than a notable decrease in traffic impact from the removal of the Pedestrian crosswalk. This traffic study is attached in Appendix B for reference. We are also seeking an increase in the number of days we can utilize the Farm for large scale parking and camping operations, but we recognize that this is subject to our CDOT entrance permits. We will be seeking updated permits once our conditional use update is completed.

Appendix A – Pedestrian Travel Map



Appendix B – 2018 Traffic Study

NOTE: This traffic study references pedestrian crossing which no longer occurs, reducing the net impact of our operations on Highway 36.

PLANET BLUEGRASS FARM ANNEXATION

Traffic Impact Study

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FHU Reference No. 117263-02

March 2018

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I. INTRODUCTION

Planet Bluegrass is an outdoor music event venue located along the northeast side of US 36, within the Town of Lyons, Colorado. Each summer, Planet Bluegrass hosts two major music festivals: Rockygrass (in July) and the Folks Festival (in August). Both events typically fill the venue to capacity, currently at 4,000 attendees. Peak use of the venue occurs only 10 days out of the year.

Recently, a nearby farm property, located along the southwest side of US 36, has been acquired by Planet Bluegrass and subsequently annexed by the Town of Lyons. The 26.2-acre site is primarily agricultural land, with a single residence and an outbuilding. It is proposed to use this site for parking and camping during major events. Smaller events would also be held at the site; for most of the year, however, the site would remain agricultural. **Figure 1** illustrates the location of the new site relative to the Planet Bluegrass venue and the Town of Lyons.

Figure 2 depicts the current site plan concept. As shown, event parking would occur on about 7.4 acres in the northwest corner of the property (this new parking would replace the use of Bohn Park). Approximately 1,000 vehicles would be accommodated. A camping area would be established on approximately 4.2 acres adjacent to the Saint Vrain Creek, which runs through the south side of the property. Ultimately, about 400 individual campsites are planned. The existing farm residence would be used for weddings and other smaller-scale events during non-festival times.

Primary vehicular access would be via the existing driveway on US 36. An emergency-only access is also planned on US 36 about 270 feet west of the primary access. No site access is proposed on Apple Valley Road.

Because the proposed parking and camping uses will shift much of the major event traffic to the farm annexation site, the purpose of this study is to assess the traffic impacts on the adjacent roadways during a major festival. Two scenarios were evaluated:

- **Thursday Peak Hour.** This scenario evaluates the impacts of site traffic arriving at the start of the festival. For this evaluation, 10:00 AM has been estimated for peak site traffic.
- **Saturday Peak Hour.** Because traffic on US 36 tends to be the highest on weekends, this scenario evaluates the festival impacts during a Saturday. This evaluation considers the 3:00 PM peak hour.

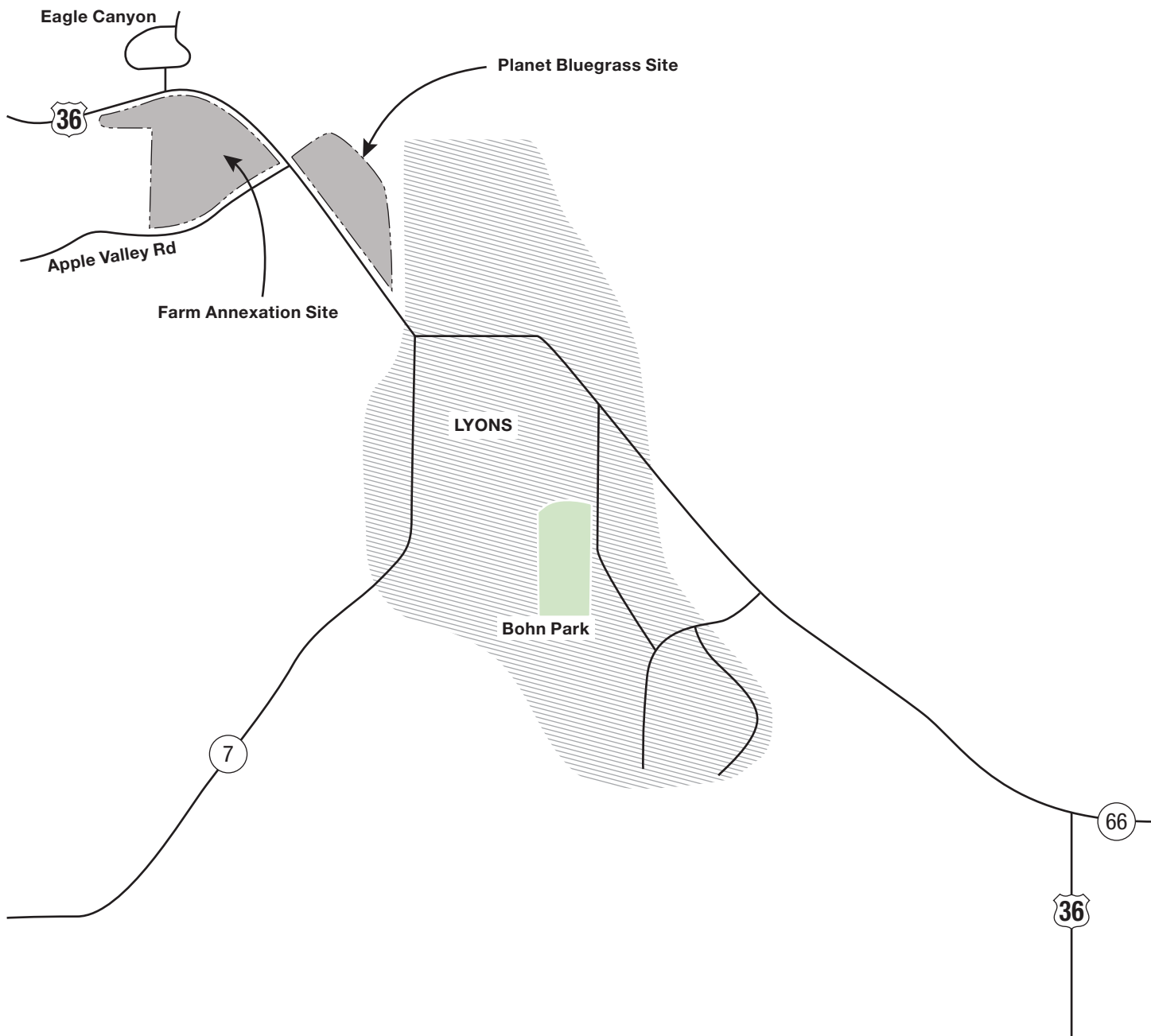




FIGURE 2

II. EXISTING CONDITIONS

Existing Land Use and Roadway Network

Figure I shows the roadway system surrounding Planet Bluegrass. US 36, which bisects the Town of Lyons, is the primary route between Boulder and Estes Park. This state highway is under the authority of the Colorado Department of Transportation (CDOT). CDOT has classified US 36 as an Access Category R-A, Regional Highway, transitioning to NR-B, Non-Rural Arterial, adjacent to the new farm annexation and existing Planet Bluegrass sites. The posted speed limit is 45 miles per hour (MPH) westbound and 40 MPH eastbound. Nearby intersections include Apple Valley Road and Eagle Canyon Circle. Apple Valley Road serves primarily low density, rural residential development. Eagle Canyon Circle serves a single family residential subdivision.

Existing Festival Operations

Through the 2017 season, much of the parking associated with festivals has occurred at Bohn Park, a municipal facility located on the south side of Lyons. Because Bohn Park is about $\frac{3}{4}$ of a mile away from Planet Bluegrass, a shuttle bus system has been established to transport festival-goers between the park and the intersection of US 36/High Street, where they can walk the relatively short distance to the venue. Some festival parking also occurs throughout the Town, either on-street or in designated areas, and these festival-goers filter through Town on foot using various routes to the venue.

Festival campsites have been established at the River Bend campsite, just south of the existing Planet Bluegrass site, as well as at Meadow Park, located south of Railroad Avenue. Both locations have typically been at capacity during festivals. Camping is prohibited at Bohn Park. Festival campers tend to arrive before the start of the festival and stay for the three-day duration.

Special temporary traffic control measures have been enacted during festivals, including parking restrictions in Town, reduced speeds on US 36 adjacent to the Planet Bluegrass site, traffic control officers (Boulder County Sheriff's Department) at the pedestrian crossing, and traffic cones establishing a pedestrian walkway along US 36 between the shuttle stop at High Street and the Planet Bluegrass entrance. Special signing directs festival-goers to parking at Bohn Park. Traffic observations during recent festivals indicated generally safe and orderly movement of vehicles and pedestrians.

Background Traffic Volumes

The Town of Lyons conducted traffic counts on US 36 during the 2017 Rockygrass Festival. The traffic counts were collected in 15-minute intervals from July 18 through July 24, 2017 (the festival ran from Thursday, July 20, to Sunday, July 23). The counts were conducted just east of the 3rd Avenue/US 36 intersection in downtown Lyons. Both eastbound and westbound directional volumes were counted. The westbound directional counter malfunctioned prior to Saturday; these data were, therefore, augmented based on travel patterns obtained from the CDOT website. From the data, the section of US 36 east of Town carried about 18,800 vehicles per day on the Thursday before the festival. On Saturday, this section of US 36 carried about 26,300 VPD. **Appendix A** contains the Town's traffic count data.

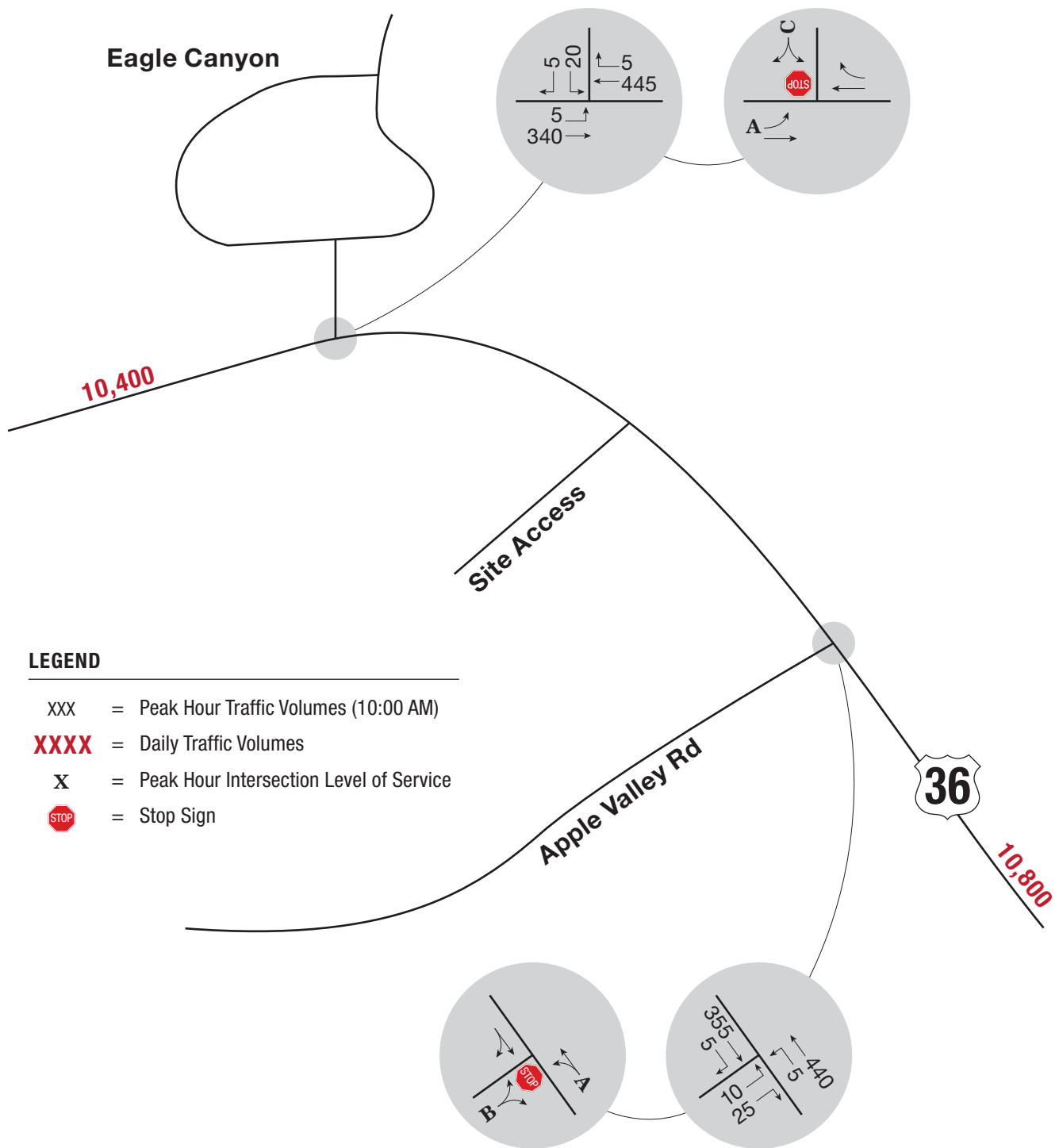
The above traffic volumes were compared to CDOT data for US 36. A CDOT Annual Average Daily Traffic (AADT) volume near the general location of where the Town counts were conducted showed 21,400 VPD. This annual average was used to calculate factors to convert AADT to Thursday and Saturday (0.8785 for Thursday and 1.228 for Saturday).

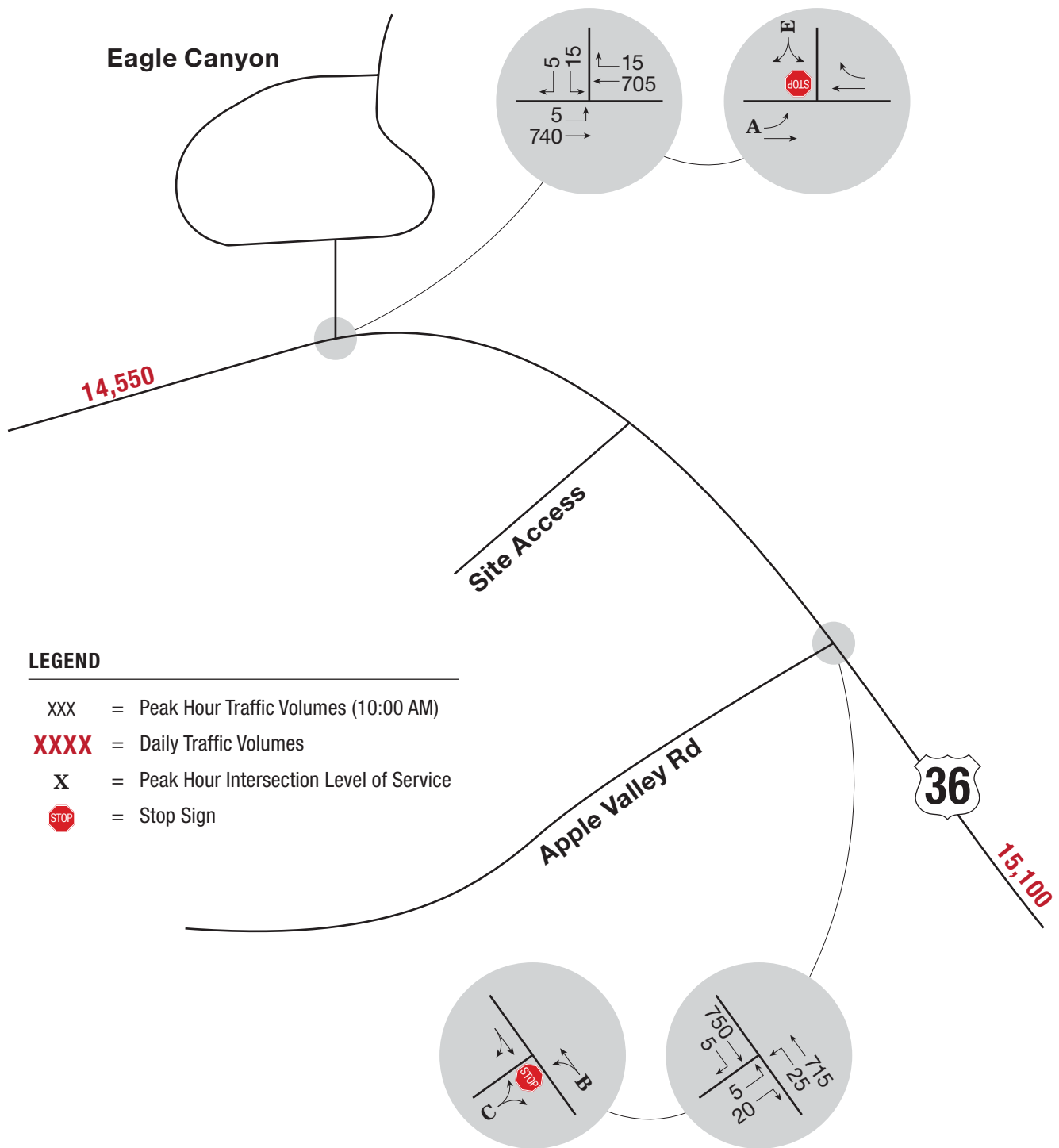
The above factors were then used to calculate traffic volumes on the section of US 36 to the northwest of Town, adjacent to the farm annexation site. CDOT data from 2015 show an AADT of 9,000 VPD on US 36 at the Longmont Dam Road (about 3.5 miles west of the site). Given that traffic volumes tend to

increase approaching Town, a 30 percent increase was estimated. To account for 3 years of growth, the CDOT annual growth rate of 1.7 percent was also applied, yielding an estimated 12,300 AADT adjacent to the farm annexation site. Applying the Thursday and Saturday factors (calculated above) yields 10,800 VPD on Thursday and 15,100 VPD on Saturday.

Figure 3 shows the estimated study area traffic volumes on Thursday. These volumes have been used as background conditions for the Thursday scenario. As indicated, US 36 currently carries about 10,800 vehicles per day (VPD) east of the farm annexation site. Peak hour turning movements at Eagle Canyon Circle and at Apple Valley Road have been estimated using *Institute of Transportation Engineers* trip generation data. The hourly through-movements on US 36 were calculated based on the hourly distributions exhibited in the Town counts.

Figure 4 depicts the background traffic volumes for Saturday. As indicated, the traffic volumes on US 36 show an increase over the Thursday counts, with about 15,100 VPD. For reference, a two-lane arterial highway, such as US 36, has a typical daily capacity of about 12,000 to 16,000 VPD. As with the Thursday scenario, peak hour turning movements at Eagle Canyon Circle and at Apple Valley Road have been estimated using *Institute of Transportation Engineers* trip generation data. The hourly through-movements on US 36 were calculated based on the hourly volumes in the Town counts augmented with CDOT directional data.





Background Traffic Operations

Background traffic operations for Thursday were analyzed at the study area intersections based on procedures documented in the *Highway Capacity Manual (HCM)*, Transportation Research Board, 6th Edition, 2017. Level of Service (LOS) is a qualitative measure of operations based on the average delay per vehicle at a controlled intersection. LOS is described by a letter ranging from A to F, with LOS A representing minimal delay and LOS F representing congested conditions and long delays. In developed areas, LOS D is typically considered to be acceptable for peak hour intersection operations.

Figure 3 shows the existing lane geometry, traffic control, and LOS results for the Thursday background condition. At the STOP sign controlled intersection of US 36/Eagle Canyon Road, southbound movements exiting the Eagle Canyon subdivision are acceptable, at LOS C. The inbound left-turn from US 36 also operates acceptably, at LOS A. At US 36/Apple Valley Road, Thursday operations are also acceptable, at LOS A or B during the peak hour analyzed.

Figure 4 shows the corresponding analysis results for the Saturday background conditions. As shown, the weekend increase in traffic volumes along US 36 impacts the STOP sign controlled intersection at Eagle Canyon Road, where the southbound movement operates at LOS E, indicating near-capacity conditions, with some congestion and delays for outbound motorists. Inbound left-turn movements, however, remain within the acceptable range (LOS A). At the Apple Valley Road intersection, traffic operations remain acceptable, at LOS C for STOP sign controlled movements and LOS B for the westbound flow. **Appendix B** contains operational analysis worksheets for the background conditions.

III. SITE GENERATED TRAFFIC

Proposed Uses

As previously mentioned, event parking would occur on about 7.4 acres in the northwest corner of the farm annexation property. This new parking is intended to replace the use of Bohn Park. Approximately 1,000 vehicles would be accommodated. A camping area would be established on approximately 4.2 acres north of the Saint Vrain Creek, which runs through the south side of the property. About 400 individual campsites are planned. The existing farm residence would be used for weddings and other smaller-scale events during non-festival times.

Vehicular access to the site would be via the existing driveway onto US 36. It is envisioned that festival parking and camping would be accessed via this existing driveway. An emergency-only access on US 36 is proposed to be located about 360 feet northwest from the existing access.

Traffic and Pedestrian Projections

Music festivals at Planet Bluegrass run Friday through Sunday, with most of the festival arrivals occurring on Thursday, as evidenced in the parking sales data provided by Planet Bluegrass (see **Appendix C**). Shows typically start at 10:30 or 11:00 AM, with admissions opening at 10:00 AM. A lineup of various artists is scheduled to perform, with shows ending at around 10:30 PM. Festival attendees tend to come and go throughout the day. To estimate the level of vehicular activity at the new site during a festival, this analysis has assumed the following:

Thursday

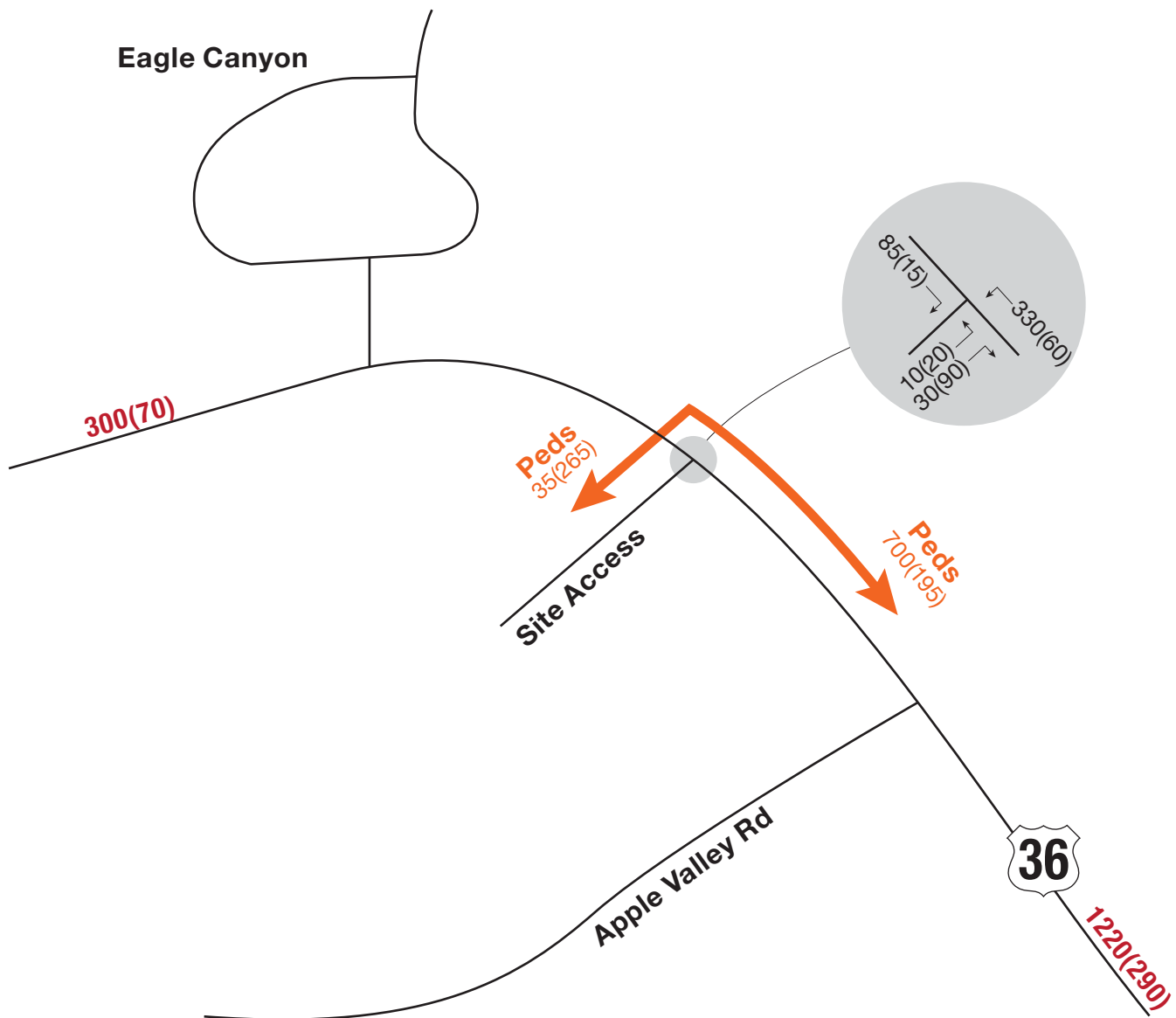
- Traffic at the new site would consist of “parkers” and “campers.” Festival parkers tend to be “day-trippers,” arriving and departing the same day. Campers tend to arrive early and stay on-site throughout the festival.
- Campers tend to arrive a day or two prior to the festival. This analysis assumes that all campers arrive on Thursday. Of these, it is estimated that 30 percent would arrive between 10:00 and 11:00 AM, coinciding with the peak arrival of the parkers.
- One vehicle per each of the 400 campsites is assumed.
- The number of parkers is based on the parking pass sales data provided by Planet Bluegrass (Thursday, Rockygrass, 2017). The proposed 1,000 parking spaces would be near capacity, at 978 tickets sold.
- Approximately 80 percent of festival traffic would be oriented to/from the east via US 36, with 20 percent oriented to/from the west.
- It has been estimated that about 10 percent of the on-site vehicles might exit the site during the peak hour for errands, such as groceries or food.
- Using a typical vehicle occupancy factor of 2.5 and 1,400 vehicles, the new site would represent 3,500 festival attendees. Because the festival capacity is 4,000 persons, it can be calculated that the new site would account for about 87.5 percent of the festival attendance. The remaining 12.5 percent of festival-goers would come from elsewhere, such as in-town parking areas or the existing campsite south of Railroad Avenue.
- The level of pedestrian activity between the new site and the Planet Bluegrass venue would mirror the vehicle arrival/departure patterns described above.

Saturday

- It is estimated that the campsites would be full on Saturday and that the only new arrivals would be parkers. Of the inbound trips, it is estimated that 30 percent would arrive between 3:00 and 4:00 PM, coinciding with the peak of background traffic on US 36.
- The number of parkers is based on the parking pass sales data provided by Planet Bluegrass (Saturday, Rockygrass, 2017). The proposed 1,000 parking spaces would be at capacity, with 1,087 spaces occupied (assumes some turn-over due to festival-goers who leave on Saturday).
- Approximately 80 percent of festival traffic would be oriented to/from the east via US 36, with 20 percent oriented to/from the west.
- It has been estimated that about 10 percent of the on-site vehicles might exit the site during the peak hour for errands, such as groceries or food.
- Pedestrian activity is calculated based on the vehicular patterns.

Figure 5 shows the resultant farm annexation site generated traffic volumes for both Thursday and Saturday conditions. As indicated, Thursday is the heavier day for festival traffic. US 36 would experience between 300 VPD (west) and 1,220 VPD (east) within the study area. Approximately 735 peak hour pedestrian crossings of US 36 are projected.

On Saturday, site generated volumes on US 36 would be between 70 VPD and 290 VPD. Pedestrian activity would be about 460 crossings of US 36 during the peak hour.



LEGEND

- XXX(XXX) = Peak Hour Thursday(Saturday)
- XXX(XXX) = Peak Hour Pedestrian Crossings Thursday(Saturday)
- XXX(XXX) = Daily Traffic Volumes Thursday(Saturday)



IV. TOTAL TRAFFIC CONDITIONS

Thursday

The Thursday background traffic volumes (**Figure 3**) were added to the corresponding site generated traffic volumes (**Figure 5**) to obtain the total projected Thursday traffic volumes during a major festival. The peak hour turning movements and pedestrian crossings were used to perform LOS analyses, the results of which are summarized on **Figure 6**. **Appendix D** contains the total traffic LOS worksheets.

Because major events occur only occasionally (approximately 10 days out of the year), the site access intersection on US 36 would remain unsignalized, with STOP sign control on the outbound approach. However, due to the relatively heavy background flows in conjunction with festival traffic, along with the high number of pedestrians crossing US 36, traffic control officers would be needed to manually direct traffic and pedestrian movements. Traffic control officers would monitor actual flows and react as needed to ensure orderly intersection operations. To approximate the traffic operational levels during festival peak times, an analysis was conducted assuming actuated/uncoordinated signal parameters using SYNCHRO, a computerized capacity analysis tool (worksheets are included in the appendices). Peak hour factors of 0.80 were used for festival traffic and side-street movements at the two adjacent intersections and a peak hour factor of 0.90 was used for mainline US 36 traffic.

As depicted on **Figure 6**, The SYNCHRO analysis indicates that, using traffic control officers, generally acceptable operational levels could be maintained at the site access for vehicular and pedestrian movements: at LOS C during the Thursday peak hour for vehicular traffic and LOS B for pedestrians crossing US 36.

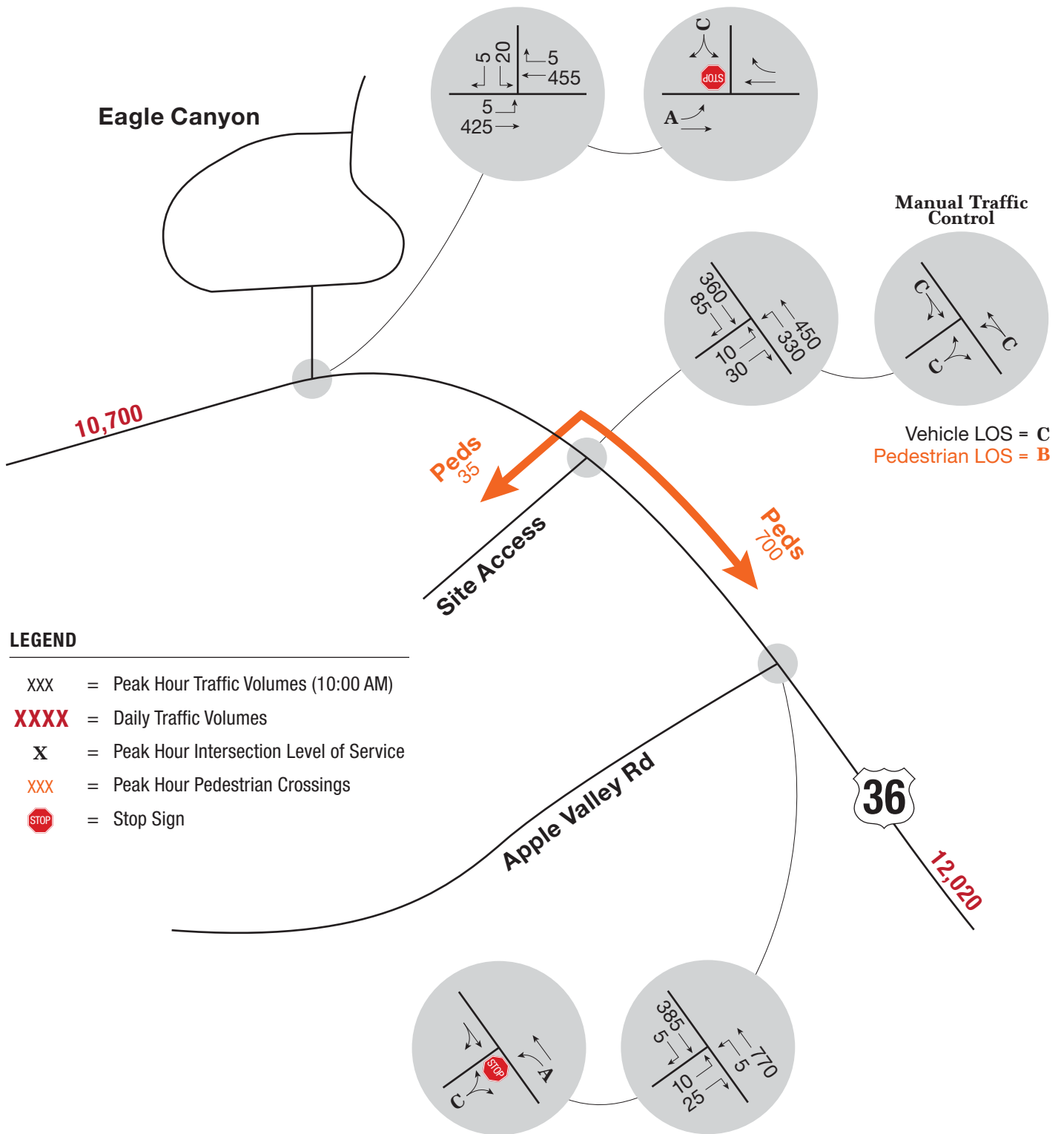
At the US 36/Eagle Canyon Circle intersection, traffic operations would remain as in the background condition, with outbound movements at LOS C. Based on the delay reported in the analysis worksheets, the addition of festival traffic would increase the average delay for this movement by about 1.9 seconds per vehicle. The US 36/Apple Valley Road intersection operations would remain within acceptable limits on Thursday, with outbound movements at LOS C during the peak hour. The addition of festival traffic would increase the average delay for this movement by about 3.4 seconds per vehicle. **Appendix D** contains the LOS worksheets for the total traffic conditions.

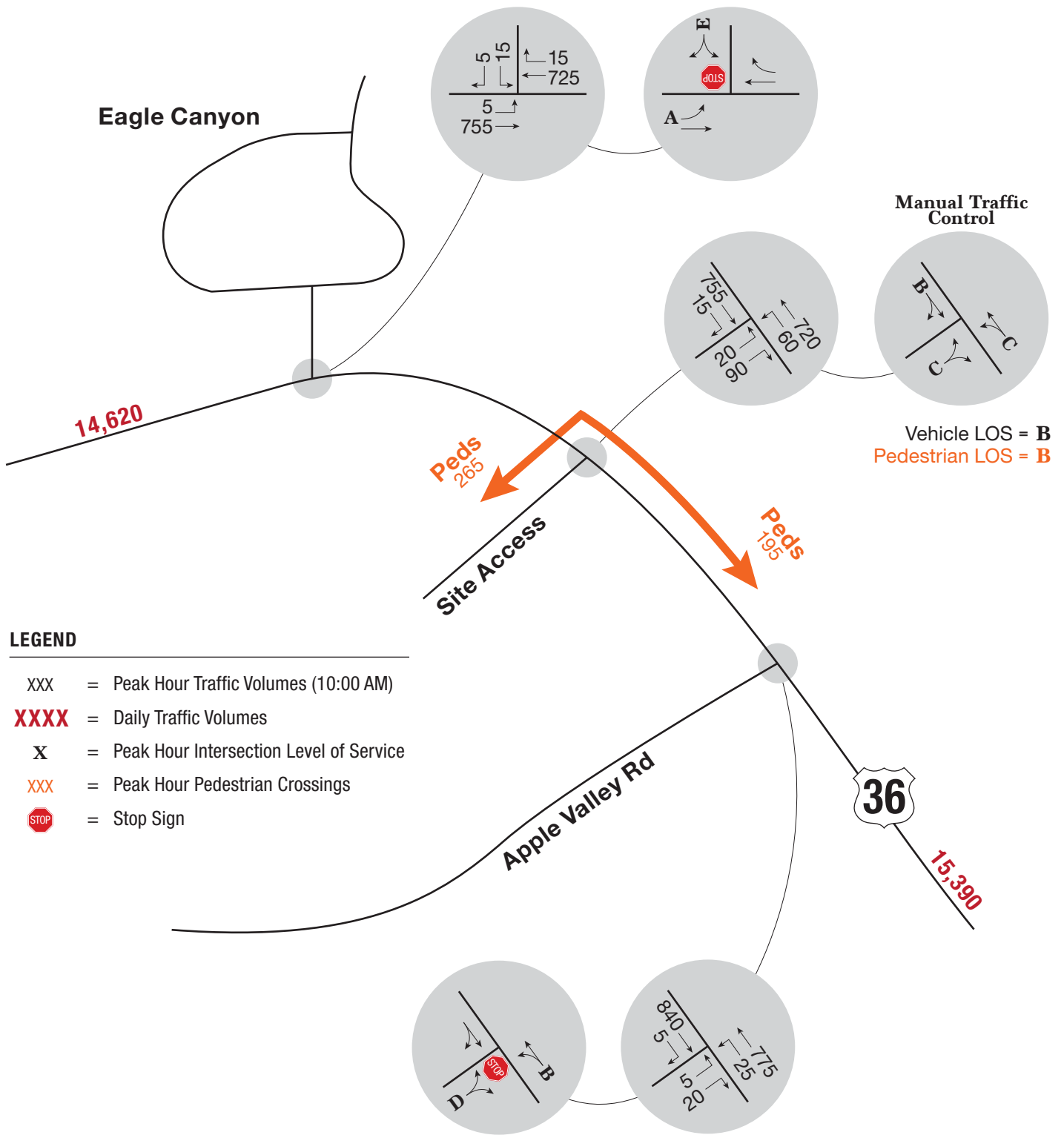
Saturday

Figure 7 depicts the total traffic volumes (sum of **Figures 4 and 5**) and LOS analysis results for Saturday. Traffic control officers could maintain generally acceptable operational levels at the site access for vehicular and pedestrian movements: at LOS B for both vehicles and pedestrians.

At the US 36/Eagle Canyon Circle intersection, traffic operations would remain as in the background condition, with some delays for outbound movements (LOS E). Based on the delay reported in the analyses worksheets, the addition of festival traffic would increase the average delay for this movement by about 3.2 seconds per vehicle. The US 36/Apple Valley Road intersection operations would degrade somewhat, from a background LOS C to LOS D with the additional site generated traffic. The average delay per vehicle would increase by about 4.0 seconds.

Note that the proposed manual traffic control (using traffic control officers) at the site access could help mitigate potential delays for side-street movements at adjacent intersections. During the pedestrian phase, the manual traffic control would create gaps in the through-movements along US 36, which would provide increased opportunities to turn out of both Eagle Canyon Circle and Apple Valley Road.





V. SUMMARY AND CONCLUSIONS

Recently, Planet Bluegrass has acquired a nearby farm property, located along the southwest side of US 36 to the northwest of the existing event venue. Planned uses of the 26.2-acre site include 1,000 parking spaces and 400 campsites, to be used during major music festivals. The existing farm residence would be used for weddings and other smaller-scale events during non-festival times. For most of the year, however, the site would remain agricultural.

Currently, parking for festivals occurs remotely, at Bohn Park; the new site would replace this remote parking and shift the associated traffic to the new site. Analyses of vehicular volumes at the new site access indicate between 455 vehicles per hour (Thursday) and 185 vehicles per hour (Saturday). Pedestrian crossings of US 36 would range between 735 and 460 during peak times.

Operational analyses as documented in this report indicate that traffic operations in the vicinity of the site would remain at the existing LOS with the proposed shift in traffic. Some minor impacts to delay are projected for Eagle Canyon Circle and Apple Valley Road. Relative to this, the following is a summary of the findings of this analysis:

- Traffic control officers would be needed to maintain acceptable operational levels at the site access on US 36 during festivals.
- Vehicular movements at the site access would be at LOS C during both Thursday and Saturday peak hours. Pedestrian LOS would also be acceptable, at LOS B, crossing US 36.
- The use of traffic control officers could help to mitigate potential delays at both Eagle Canyon Circle and Apple Valley Road by creating gaps in through-traffic along US 36.

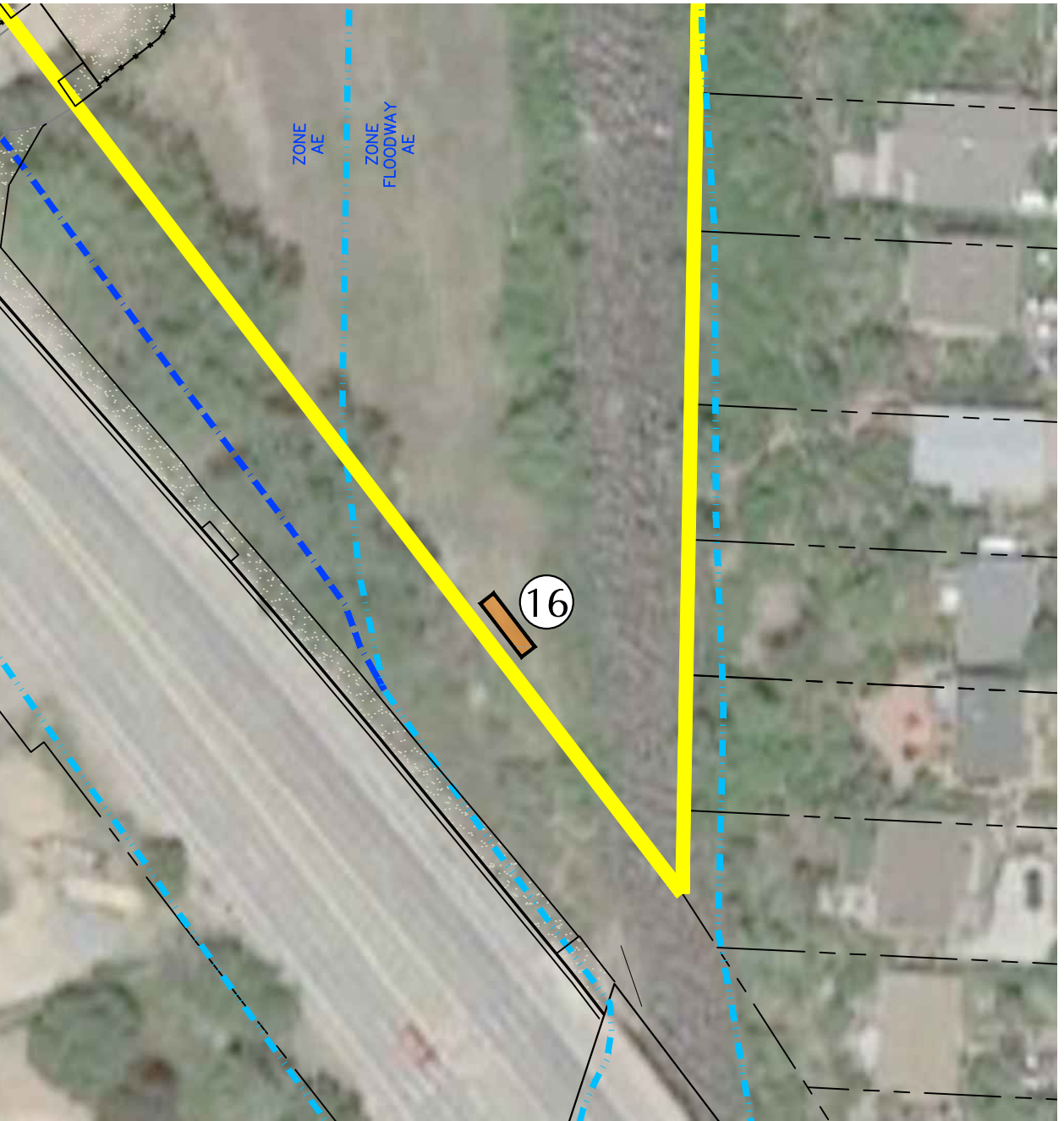


Proposed additional improvements to the Ranch parcel as shown on the site plan include the following:

1. The multi-purpose structure becomes the bathhouse structure with the option to expand into a larger workshop area or a full redesign and rebuild of structure.
2. Add west gate structure.
3. Add portico structures at the vendor gate and backstage gate.
4. Add event fence and backstage fence.
5. Add seating retaining wall in back of bowl.
6. Add yurt east of Pavilion
7. Future box office and ticket structure in the northwest corner of the property.
8. Rebuild or add to the garage to make a box office and/or maintenance shop.
9. Rebuild the FOH structure.
10. Addition of pavilion storage facility.
11. Cabin renovation and construction of dressing room facility pending flood plain approval. Optional building expansion, west of existing structure.
12. Add reference to underpass.
13. Add transformer/vault structure and
14. Add speaker hang structures next to the stage.
15. Add up to 12 temporary yurts and/or tiny homes north and west of stage.
16. Add signage structure

- KEY**
- EXISTING PAVED ROAD
 - EXISTING "PREVIOUSLY APPROVED" STRUCTURE (SEE SITE LABEL)
 - PROPOSED STRUCTURE
 - OPTIONAL EXPANDED STRUCTURE
 - PROPERTY BOUNDARY
 - USE AREA
 - ZONE AE FLOODWAY & ZONE AE BOUNDARY
 - ZONE AE & ZONE X BOUNDARY

Southern Property Corner



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Planet Bluegrass

Lyons, Colorado
Ranch CUP

Owner:
Planet Bluegrass Annex, LLC
500 West Main Street
Lyons, CO 80540

Project Number:
FLA2121

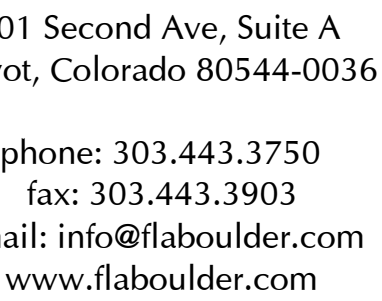
Project Phase:
CUP PLAN

Drawn:
CEF

Checked:
TDL

Set Date:
11/2022 | project milestone

Revisions:



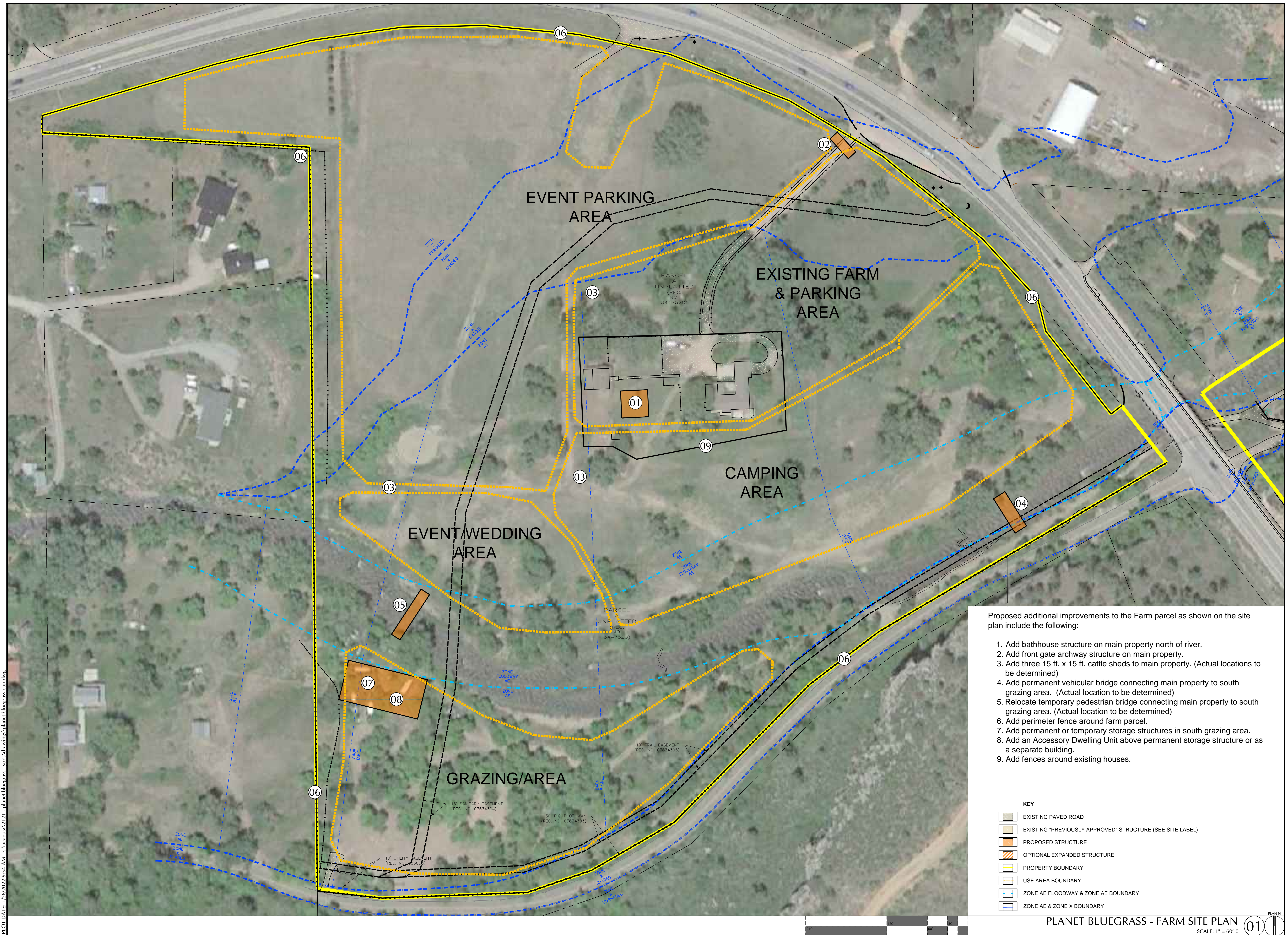
FARM CUP

Project Phase:
CUP PLAN

Checked:
TDL

Revisions:

A0.02



Account	Owner	Mailing Address	Mail City	Mail State	Mail Zip	Site Address
R0612496	155 PRIMROSE LLC	PO BOX 803	LYONS	CO	80540 1040	5TH AVE 1
R0050244	APPELFELLER PATRICIA MARIE	PO BOX 1056	LYONS	CO	80540-1056 427	STICKNEY ST
P0210981	BASELINE-MOCON INC	C/O MOCON 7500 MENDELSSHOHN AVE NORTH STE 100	MINNEAPOLIS	MN	55428	
R0088968	BATES PATRICIA L & STEVEN R	PO BOX 852	LYONS	CO	80540-0852 1115	5TH AVE
R0050435	BEALL BARBARA & HOWARD	P O BOX 173	BROOMFIELD	CO	80038 511	MAIN ST
R0050255	BERNER JERALYN KAY	PO BOX 768	LYONS	CO	80540-0768 443	SEWARD ST
R0050374	BERTUZZI KATHLEEN D	2191 APPLE VALLEY RD	LYONS	CO	80540-9011 1049	5TH AVE
R0075736	BIELECKI MARK F	PO BOX 1021	LYONS	CO	80540 815	5TH AVE
R0072141	BILLINGS NANCY & JOHN P COLTON	PO BOX 1125	NEDERLAND	CO	80466 813	5TH AVE
R0612501	BOONE ROBERT J & KATHLEEN A	2514 ANGUS LANE	CHEYENNE	WY	82009 1040	5TH AVE 5
R0612498	BOONE ROBERT J & KATHLEEN A	2514 ANGUS LANE	CHEYENNE	WY	82009 1040	5TH AVE 2
R0612502	BOONE ROBERT J & KATHLEEN A	2514 ANGUS LANE	CHEYENNE	WY	82009 1040	5TH AVE 6
R0612500	BOONE ROBERT J & KATHLEEN A	2514 ANGUS LANE	CHEYENNE	WY	82009 1040	5TH AVE 4
R0051266	BOONE WILLIAM	PO BOX 1157	LYONS	CO	80540-0167 1117	5TH AVE
R0050270	BYRUM JAMES A & KATHLEEN R	PO BOX 1153	LYONS	CO	80540 440	STICKNEY ST
R0067967	CAMELS GARDEN PARTNERS ET AL	PO BOX 36	LYONS	CO	80540-0036 19751	N ST VRRAIN DR
R0050421	CAMPBELL WILLIAM G & BARBARA J	PO BOX 1954	LYONS	CO	80540 426	SEWARD ST
R0050227	CHRISTMAN LORENA & AMIE BETH ARIAL MARGOLES	PO BOX 645	LYONS	CO	80540-0645 819	5TH AVE
R0050362	CLARK WILLIAM A & COLLIN TRACY	PO BOX 287	LYONS	CO	80540-0287 1039	5TH AVE
R0050402	COCHRAN KAIA & RICHARD & KEILA	PO BOX 283	LYONS	CO	80540 824	5TH AVE
R0050242	COLE LARRY W & CAROLYN A	PO BOX 213	LYONS	CO	80540-0213 1001	5TH AVE
R0105406	CORSALE STEPHEN & KATHLEEN T	PO BOX 1322	LYONS	CO	80540-1322 1005	STEAMBOAT VALLEY RD
R0050073	COULSON SCOTT & REBECCA	PO BOX 1964	LYONS	CO	80540 435	REESE ST
R0050358	CW & MM REVOCABLE TRUST	PO BOX 1244	LYONS	CO	80540-1244 1002	5TH AVE
R0099716	EAGLE CANYON HOMEOWNERS ASSOCIATION	11982 TWILIGHT ST	LONGMONT	CO	80503-9103 3221	GOLDEN EAGLE
R0050140	EMMA RAE HALL	PO BOX 1525	LYONS	CO	80540 421	STICKNEY ST
R0050424	FERGSTED LLC ET AL	PO BOX 769	LYONS	CO	80540 500	W MAIN ST
R0050297	FERGUSON CRAIG	PO BOX 769	LYONS	CO	80540 1011	5TH AVE
R0068424	FISHER MARILYN & CHARLES	PO BOX 1875	LYONS	CO	80540 721	5TH AVE
R0050360	FISHER MARILYN J & CHARLES B	PO BOX 1635	LYONS	CO	80540-9999 719	5TH AVE
R0108014	FORSTER ELIZABETH M ET AL	1110 5TH AVE	LYON	CO	80540 1110	5TH AVE
R0050190	GORANSON WALLACE A JR & LINDA S	PO BOX 614	LYONS	CO	80540-0614 1032	5TH AVE
R0610994	HABER SANDRA	PO BOX 737	LYONS	CO	80540 423	REESE ST 1
R0085656	HALL MARCIA RAE	PO BOX 442	LYONS	CO	80540 933	5TH AVE
R0114212	HAMRICK DAVID P & DEBORAH H	PO BOX 1917	LYONS	CO	80540-1917 602	INDIAN LOOKOUT RD
R0084382	HASSIN LISA BETH	PO BOX 11	LYONS	CO	80540 1051	4TH AVE
R0114461	HBD LLC	3904 WONDERLAND HILL AVE	BOULDER	CO	80304 1001	STEAMBOAT VALLEY RD
R0067804	HETHERINGTON ERIN E	PO BOX 1607	LYONS	CO	80540-1607 725	5TH AVE
R0050376	HICKORY DRIVE INVESTMENT LLC	PO BOX 2675	LYONS	CO	80540 1053	5TH AVE
R0084861	HOUSING AUTHORITY OF THE COUNTY OF BOULD	PO BOX 471	BOULDER	CO	80306-0471 722	5TH AVE
R0050368	HOYT MICHAEL KELLY & JODI SCOTT	428 STICKNEY ST	LYONS	CO	80540 428	STICKNEY ST
R0068217	IMPERATO TRICIA L ET AL	5291 ELDORADO SPRINGS DR	BOULDER	CO	80305 723	5TH AVE
R0050095	JACOBS JULIE A & SEAN C DUNN	PO BOX 1582	LYONS	CO	80540 434	REESE ST
R0108124	JANAS LINA & JACOB BEARD	1055 5TH AVENUE	LYONS	CO	80540 1055	5TH AVE
R0050106	JOHNSON KEITH E & SHANNON P	PO BOX 682	LYONS	CO	80540 733	5TH AVE
R0612499	KELLY ERIC S & KYLA S	PO BOX 1845	LYONS	CO	80540 1040	5TH AVE 3
R0050195	KNOWLES ANDREW MICHAEL	811 5TH AVE	LYONS	CO	80540 811	5TH AVE
R0114956	LENTZ KURT DAVID	PO BOX 844	LYONS	CO	80540-0844 1113	5TH AVE
R0050369	LONGTIN MARK J JR & KATHARINA J DONAHUE	PO BOX 823	LYONS	CO	80540 442	SEWARD ST
R0610995	LYNN DANIELLE	423 REESE ST UNIT 2	LYONS	CO	80540 423	REESE ST 2
R0114213	LYNN SHARON	PO BOX 1129	LYONS	CO	80540-1129 604	INDIAN LOOKOUT RD
R0050383	LYONS LAIR LIVING REVOCABLE TRUST	PO BOX 1432	LYONS	CO	80540 434	STICKNEY ST
R0050428	LYONS PROPERTIES LLC	PO BOX 312	LYONS	CO	80540 517	W MAIN ST
R0050432	LYONS PROPERTIES LLC	PO BOX 312	LYONS	CO	80540 501	W MAIN ST
R0080971	MACDONALD MARILY & CHAD MELIS	635 LAKE DR	LYONS	CO	80540 984	5TH AVE
R0050371	MANN BRANDON & MARY DAMEMA	PO BOX 846	LYONS	CO	80540 1027	5TH AVE
R0050219	MARKS ELIZA ROSE & BRIAN SPENCER	PO BOX 293	LYONS	CO	80540-0293 1045	5TH AVE
R0095305	MARLATT ETHAN T	PO BOX 90	LYONS	CO	80540 945	5TH AVE
R0108123	MCCALL KATHLEEN R	PO BOX 1753	LYONS	CO	80540-1753 1111	5TH AVE
R0050373	MCLEES RAYMOND A IV & JENNIFER MONTGOMERY MCLEES	PO BOX 289	LYONS	CO	80540 1047	5TH AVE
R0051302	MOCON INC	7500 MENDELSSOHN AVE N STE 100	MINNEAPOLIS	MN	55428-4045 19661	HWY 36
R0050415	MORTON JAMES H & IFKA F	PO BOX 192	LYONS	CO	80540-0192 610	5TH AVE
R0050438	MORTON JAMES H & IFKA F	PO BOX 192	LYONS	CO	80540 610	5TH AVE
P0402963	N8 COMMUNICATION	PO BOX 907	LYONS	CO	80540	
R0092806	NORTH ST VRRAIN AUTO & TIRE LLC	79 BIG JOHN RD	LYONS	CO	80540 505	W MAIN ST
R0050070	OSCHWALD J F ET AL	512 FEDERAL AVE	MORGAN CITY	LA	70380-3541 1003	5TH AVE
R0050285	PELLOUCHOUD JAMES B & DOROTHY T	PO BOX 1373	LYONS	CO	80540-1373 1005	5TH AVE
R0050437	PLANET BLUEGRASS ANNEX LLC	PO BOX 769	LYONS	CO	80540 0	APPLE VALLEY RD
R0051305	PLANET BLUEGRASS ANNEX LLC	PO BOX 769	LYONS	CO	80540 19680	N ST VRRAIN DR
R0050180	POLSTON JENNIFER	418 SEWARD ST	LYONS	CO	80540 418	SEWARD ST
R0050336	RALSTON BROS ANTIQUES INC	PO BOX 427	LYONS	CO	80540-0427 426	HIGH ST
R0050291	ROHRBACH STEPHEN R & SHAWNA L	PO BOX 1037	LYONS	CO	80540-1037 426	REESE ST
R0116893	RUSSELL RANDY E & THERESA L	PO BOX 1549	LYONS	CO	80540-1549 1000	STEAMBOAT VALLEY RD
R0050330	SANFORD KEITH A	PO BOX 374	LYONS	CO	80540 431	SEWARD ST
R0050350	SCHILLING CALVIN & COLLEEN	PO BOX 1022	LYONS	CO	80540-1022 439	SEWARD ST
R0068216	SIMMS DEBORAH J & STEVEN J	PO BOX 1265	LYONS	CO	80540 809	5TH AVE
P0402349	SISTERS PANTRY	PO BOX 1066	LYONS	CO	80540	
R0050370	SLATER WILLIAM R & KATHRYN N	PO BOX 454	LYONS	CO	80540 821	5TH AVE
R0116892	STEDRONOVA PETRA & MATTHEW S HOSKINS	5603 ARAPAHOE AVE UNIT 5	BOULDER	CO	80303 1002	STEAMBOAT VALLEY RD
R0050093	STEEL WILLIAM R & CHERINE M	PO BOX 362	LYONS	CO	80540-0362 435	STICKNEY ST
R0050105	STERNITZKY MICHELE & JASON	PO BOX 1273	LYONS	CO	80540-1273 729	5TH AVE
P0304988	STONE CUP THE	C/O MINDY TALLENT PO BOX 1974	LYONS	CO	80540	
R0050294	TALLENT PHILIP V & MELINDA S	PO BOX 1974	LYONS	CO	80540-1974 442	HIGH ST
P0262574	TELLURIDE BLUEGRASS FESTIVAL INC	PO BOX 769	LYONS	CO	80540-0769	
R0050427	THOMPSON DARLENE L	P O BOX 55	LYONS	CO	80540 513	W MAIN ST
R0050431	TU MEI WIN & TING LIN	PO BOX 1066	LYONS	CO	80540 507	W MAIN ST
R0050217	TWIN LAKES LIVING REV TRUST	434 SEWARD ST	LYONS	CO	80540 434	SEWARD ST
R0068777	WARD DONALD F & CATHERINE A	PO BOX 517	LYONS	CO	80540-0517 724	5TH AVE
R0050090	WEBB RICHARD GENE	459 OLD ST VRRAIN RD	LYONS	CO	80540-8930 441	STICKNEY ST
P0404541	WEE CASA SUCASA	PO BX 216	LYONS	CO	80540	
R0114460	WILLIAMS KEVIN P & JANET	PO BOX 284	LYONS	CO	80540 1003	STEAMBOAT VALLEY RD
R0050375	WILSON RUTH	PO BOX 564	LYONS	CO	80540-0564 1051	5TH AVE

Account	Owner	Mailing Address	Mail City	Mail State	Mail Zip	Site Address
R0051227	19376 NSV LLC	PO BOX 217	LYONS	CO	80540	19376 ST VRAIN DR
P0210981	BASELINE-MOCON INC	C/O MOCON 7500 MENDELSSHON AVE NORTH STE 100	MINNEAPC	MN	55428	
R0050824	BOHN GRACE E	PO BOX 126	LYONS	CO	80540-0126	19312 N ST VRAIN DR
R0116924	CALLAHAN ALYSON R & BRADLEY L ALEXANDER	145 EAGLE CANYON CIR	LYONS	CO	80540 145	EAGLE CANYON CIR
R0067967	CAMELS GARDEN PARTNERS ET AL	PO BOX 36	LYONS	CO	80540-0036	19751 N ST VRAIN DR
R0050864	CHASE DAVID G	27 GROOVER DR	LYONS	CO	80540 27	GROOVER DR
R0051110	COUNTY OF BOULDER	P O BOX 471	BOULDER	CO	80306-0471	384 APPLE VALLEY RD
R0123006	COURVILLE DANE W	PO BOX 950	LYONS	CO	80540 141	EAGLE CANYON CIR
R0050878	CRONIN WILLIAM J	PO BOX 1637	LYONS	CO	80540 19372	N ST VRAIN DR
R0051031	CRONIN WILLIAM J & AMANDA J	PO BOX 1637	LYONS	CO	80540 0	N ST VRAIN DR
R0051211	DEBOOM TODD M & DENA L	PO BOX 1568	LYONS	CO	80540-1568	354 APPLE VALLEY RD
R0050424	FERGSTAD LLC ET AL	PO BOX 769	LYONS	CO	80540 500	W MAIN ST
R0051154	FORSBERG ROBERT E & LEONA D	P O BOX 308	LYONS	CO	80540 603	INDIAN LOOKOUT RD
R0114212	HAMRICK DAVID P & DEBORAH H	PO BOX 1917	LYONS	CO	80540-1917	602 INDIAN LOOKOUT RD
R0123009	HORTON JOHN P & JANIS H OZAKI	PO BOX 2532	LYONS	CO	80540 135	EAGLE CANYON CIR
R0051263	JOHNSON G PARKER & ASHLEY S	382 APPLE VALLEY RD	LYONS	CO	80540 382	APPLE VALLEY RD
P0280838	LIONSCREST	C/O LIONSCREST INC PO BOX 308	LYONS	CO	80540-0308	
R0514206	LUND DEBRA A	PO BOX 1144	LYONS	CO	80540-1144	19435 N ST VRAIN DR
R0114213	LYNN SHARON	PO BOX 1129	LYONS	CO	80540-1129	604 INDIAN LOOKOUT RD
R0116914	MARTINSON DANIEL	PO BOX 307	LYONS	CO	80540 101	EAGLE CANYON CIR
R0051302	MOCON INC	7500 MENDELSSOHN AVE N STE 100	MINNEAPC	MN	55428-4045	19661 HWY 36
R0050802	NIEHUS CHARLES A & DORA ET AL	105 GROOVER DR	LYONS	CO	80540 105	GROOVER DR
R0050804	OTTEN JEFFERY M & BRENDA L	PO BOX 173	LYONS	CO	80540-0173	0 N ST VRAIN DR
R0051144	OTTEN JEFFERY M & BRENDA L	PO BOX 173	LYONS	CO	80540-0173	19378 N ST VRAIN DR
R0050865	PIERSON DIANNE R	19370 N ST VRAIN DR	LYONS	CO	80540-9018	19370 N ST VRAIN DR
R0050437	PLANET BLUEGRASS ANNEX LLC	PO BOX 769	LYONS	CO	80540 0	APPLE VALLEY RD
R0051305	PLANET BLUEGRASS ANNEX LLC	PO BOX 769	LYONS	CO	80540 19680	N ST VRAIN DR
R0051152	PORTER MICHAEL LEE & AMY SUZANNE NATHO	19374 N ST VRAIN DR	LYONS	CO	80540 19374	N ST VRAIN DR
R0116911	RALSTON DIANA F	PO BOX 1502	LYONS	CO	80540 107	EAGLE CANYON CIR
R0123007	SACCOMANO LINDA B & NICHOLAS A	PO BOX 2550	LYONS	CO	80540 139	EAGLE CANYON CIR
P0317291	SBA 2012 TC ASSETS LLC	ATTN TAX DEPT - CO46110-A 8051 CONGRESS AVE	BOCA RATON	FL	33487-1307	
R0123005	STOUT CORINNE L	PO BOX 77	LYONS	CO	80540 143	EAGLE CANYON CIR
P0262574	TELLURIDE BLUEGRASS FESTIVAL INC	PO BOX 769	LYONS	CO	80540-0769	
R0116922	TOWN OF LYONS	P O BOX 40	LYONS	CO	80540-0049	0 GOLDEN EAGLE
R0061562	VAN COURT JAMES D	5510 PIONEER RD	BOULDER	CO	80301 19617	N ST VRAIN DR
R0116912	VAN DOMELLEN JULIA & JOSEPH M LEKARCZYK	105 EAGLE CANYON CIR	LYONS	CO	80540 105	EAGLE CANYON CIR
R0116913	WETZELBERGER PAUL E	PO BOX 936	LYONS	CO	80540 103	EAGLE CANYON CIR
R0145824	WILLIAMS RONALD LEIGH JR	36652 NE AMBOY RD	YACOLT	WA	98675 600	INDIAN LOOKOUT RD
R0123008	ZEIGLER DEBRA A ET AL	PO BOX 1883	LYONS	CO	80540 137	EAGLE CANYON CIR

APPENDIX 17-B
FORM OF CERTIFICATION FOR MINERAL ESTATE NOTICE

APPLICANT CERTIFICATION REGARDING
NOTICE TO MINERAL ESTATE OWNER

I, Craig Ferguson, submitted an application for land use approval from the Town of Lyons generally described as:

 A Rezoning Application A Subdivision Application
 X Conditional Use Review A Site or Development Plan Application
 An Application for Planned Unit Development (Rezoning and Subdivision)
 A Variance Application

I understand that state law, found at Colorado Revised Statutes Sections 24-65.5-101 through 24-65.5-104, imposes specific legal requirements involving my providing written notice to the mineral estate owner of my application.

I HEREBY CERTIFY that I have complied with the notice requirements imposed upon me by Colorado Revised Statutes.

For Fergstead, LLC:

[Signature] Manager
Signature of Applicant
Craig Ferguson
Print Name

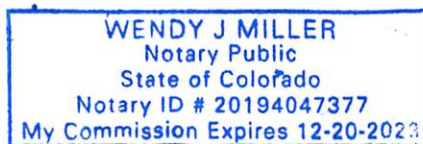
STATE OF Colorado)
COUNTY OF Boulder) ss.

Acknowledged before me on November 11, 2021, by Craig Ferguson.

Witness my hand and official seal.

My commission expires: 12/20/2023.

[SEAL]



[Signature]
Notary Public

(Prior code 10-19-5; Ord. 956 §1, 2014)