



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

|   |  |  |
|---|--|--|
| <b>APPLICANT NAME:</b> Craig Ferguson                 | <b>DATE:</b> 11/11/2021                    | 11/12/21 - Received via email with fee & escrow paid |
| <b>MAILING ADDRESS:</b> PO Box 769, Lyons CO 80540    |  |  |
| <b>APPLICANT PHONE:</b> 303-588-5800                  | <b>APPLICANT EMAIL:</b> ferg@bluegrass.com |  |
| <b>PROJECT ADDRESS:</b> 500 W Main St, Lyons CO 80540 |  |  |

#### CONDITIONAL USE SUBMISSION CHECKLIST

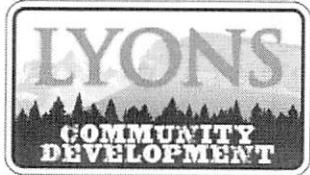
- Completed Land Use Application Form and Fee Agreement
  - Pay application fee (\$250) and escrow (\$500; any remainder in escrow at end of process will be returned to the applicant, and any related expense incurred by the Town in excess of the escrow will be charged to the applicant)
- This Conditional 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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| <b>TOWN STAFF ACTION – CONDITIONAL USE APPLICATION</b>            |                                     |   |
|---|-------------------------------------|---|
| REVIEWER(S): Philip Strom - Town Planner                          | DATE: 11/22/21                      |   |
| <b>COMPLETENESS CHECK OR APPROVAL:</b>                            |                                     |   |
| <input checked="" type="checkbox"/> Complete                      | <input type="checkbox"/> Incomplete | <input type="checkbox"/> Substantially Complete |
| <b>COMMENTS:</b>  |                                     |   |
| SIGNATURE OF AUTHORIZED STAFF REPRESENTATIVE: <i>Philip Strom</i> |                                     |   |





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## LAND USE APPLICATION FORM

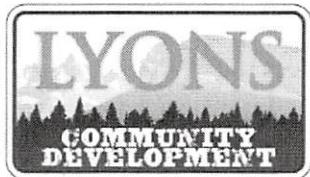
|  |   |
|--|---|
| APPLICANT FULL NAME:<br>Craig Ferguson | ADDRESS:<br>PO Box 769, Lyons, CO 80540 |
| APPLICANT'S PHONE #:<br>303-588-5800   | APPLICANT'S EMAIL:                      |
| PROJECT NAME:                          | PROJECT ADDRESS:                        |

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

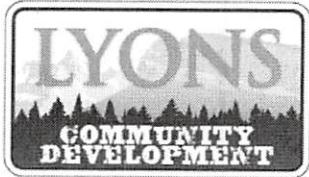
Owner: Fergstead, LLC & Jerry Moore, Tenants in Common Date: 11/11/2021

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: Fergstead: GJ, Manager and Jmoore Date: 11/11/21

#### FOR STAFF USE ONLY:

|                          |                |
|--------------------------|----------------|
| APPLICATION ACCEPTED BY: | DATE ACCEPTED: |
| FEE RECEIVED:            | 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:

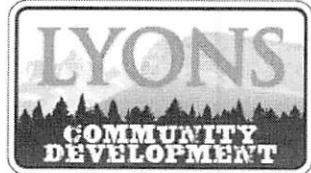
1. APPLICANT hereby represents that he/she/it is the owner of 100% of the real property for which this application is being processed or that 100% of the property owners have also signed this application. APPLICANT has submitted to the TOWN an application for approval of:  
Conditional Use
2. APPLICANT 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: *Craig Ferguson*  
As: Craig Ferguson, Manager, Fergstead, LLC, Tenant in Common  
Date: 11/11/2021  
Address: PO Box 769, Lyons, CO 80540

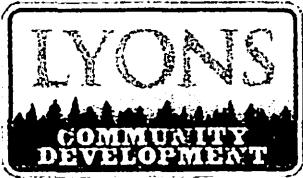
By: *Jerry Moore*  
As: Jerry Moore, Tenant in Common  
Date: 11/11/21  
Address: 5091 IDYLWILD TRAIL  
Boulder, CO 80301



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## LAND USE PERMITS

| APPLICATION TYPE                           | APPLICATION FEE<br>(NON-REFUNDABLE) | ESCROW<br>ACCOUNT                | ADDITIONAL MATERIAL<br>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)                       |
| <b>DEVELOPMENT OR SITE PLAN</b>            |                                     |                                  |  |
| 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                         |
| <b>SUBDIVISION</b>                         |                                     |                                  |  |
| 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                         |
| <b>MAJOR SUBDIVISION</b>                   |                                     |                                  |  |
| 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.                        |
| <b>ANNEXATIONS</b>                         |                                     |                                  |  |
| 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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|   |  |
|---|--|
| <b>APPLICANT NAME:</b> Craig Ferguson                 | <b>DATE:</b> 11/11/2021                    |
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#### CONDITIONAL USE SUBMISSION CHECKLIST

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**TOWN STAFF ACTION – CONDITIONAL USE APPLICATION**

|  |                                     |   |
|--|-------------------------------------|---|
| REVIEWER(S):   | DATE:                               |   |
| <b>COMPLETENESS CHECK OR APPROVAL:</b>               |                                     |   |
| <input type="checkbox"/> Complete                    | <input type="checkbox"/> Incomplete | <input type="checkbox"/> Substantially Complete |
| <b>COMMENTS:</b>                                     |                                     |   |
| <b>SIGNATURE OF AUTHORIZED STAFF REPRESENTATIVE:</b> |                                     |   |

## WARRANTY DEED

**THIS WARRANTY DEED** is made this 12<sup>th</sup> 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.

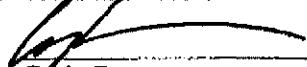
EXEMPT under C.R.S. 39-13-102(2)(a), 1973, as amended.

**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.



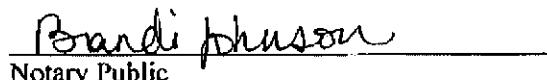
Craig Ferguson

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

  
Brandi Johnson  
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 6<sup>th</sup> 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 sealing 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

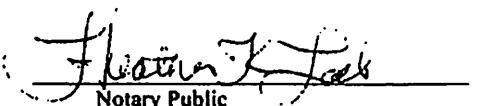


STATE OF Colorado )  
COUNTY OF Boulder ) ss.

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: 8/5/19

  
Notary Public

When Recorded Return To:

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

|  |
|--|
| HEATHER K LOEB<br>NOTARY PUBLIC<br>STATE OF COLORADO<br>NOTARY ID 20154029268<br>MY COMMISSION EXPIRES AUGUST 05, 2019 |
|--|

C

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 Northwest boundary of the Old North St. Rail Road; thence along said boundary fence line the following courses and distances: South 80°56.15' East a distance of 97.07 feet; North 60°27.18' East a distance of 214.50 feet, North 71°31' East a distance of 101.32 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 South boundary of Colorado State Highway No. 66, thence along said ridge of way boundary 0.5 feet South of the ridge of way fence line and approximately parallel to said fence line the following courses and distances: North 41°56.30' West a distance of 121.28 feet, North 49°45' North 68°12' West a distance of 191.84 feet, North 58°03.93' North 60.58 feet, North 49°45' West a distance of 203.92 feet, North 41°56.30' West a distance of 121.28 feet, North 37°38.30' 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.

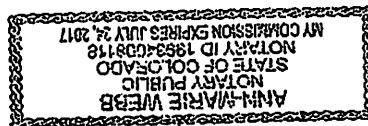
Exce�ting the portion of subject property deeded to Department of Transportation No. 2768625.

State of Colorado,  
County of Boulder,  
City of Boulder,  
State of Colorado.

**EXHIBIT "A"**

261  
262

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



Notary Public  
Amy Webb  
Notary Public  
My commission expires  
Witness my hand and official seal

\* Crail, February 22, 2018, by  
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 2018, by

COUNTY OF Boulder  
STATE OF COLORADO  
ss.

Title of Authorized Representative

By \_\_\_\_\_  
Its Authorized Representative

Name of Limited Liability Company

IF BORROWER IS LIMITED LIABILITY COMPANY:

By \_\_\_\_\_  
A General Partner

Name of Partnership

IF BORROWER IS PARTNERSHIP:

(SEAL)

Sect. 10

**President**

Name of Corporation

ATTEST:

IF BORROWER IS CORPORATION:

— ၁၄ အေမြန်မြန် ပြော

IF BORROWER IS NATURAL PERSON(s):

EXECUTED BY BORROWER.



108. Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower regarding payment  
 109. thereof, and Lender may bring suit to collect any amount so disbursed plus interest specified in § 2.2 (Note). Other Obligations  
 110. Secured. Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.  
 111. 10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided  
 112. that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor referred to Lender's interests  
 113. in the Property.  
 114. 11. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any  
 115. condemnation or other taking of the Property, shall be applied to the sums secured by this Deed of Trust, with the  
 116. amount of sums secured by this Deed of Trust, and all prior liens (except taxes) that are to receive any of the Property less the  
 117. amount of sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property.  
 118. 11. In the event of a total taking of the Property, the proceeds remaining after taking out any part of the  
 119. the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of  
 120. the award paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of  
 121. the sums secured by this Deed of Trust, immediately prior to the date of taking bears to Borrower's equity in the Property.  
 122. 12. Borrower not Responsible. Extension of the time for payment or modification of amortization of the sums received by this  
 123. Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of  
 124. the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be  
 125. required to commence proceedings against such successor or refuse to extend time for payment or modification of amortization of the  
 126. sums received by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of  
 127. the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be  
 128. required to commence proceedings against such successor or refuse to extend time for payment or modification of amortization of the  
 129. sums received by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of  
 130. (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such instalments referred to in § 9.  
 131. Any such application of proceeds to principal shall not extend or postpone the due date of the instalments referred to in § 9.  
 132. Payment of Principal and Interest. In the event of a partial taking of the Property, the proceeds shall be applied to the sums  
 133. secured by this Deed of Trust, and all prior liens (except taxes) that are to receive any of the Property or to the sums  
 134. awarded or settled a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender  
 135. shall be entitled to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to make an  
 136. award of sums secured by this Deed of Trust, and all prior liens (except taxes) that are to receive any of the Property less the  
 137. amount of sums secured by this Deed of Trust, immediately prior to the date of taking bears to Borrower's equity in the Property.  
 138. 13. Right of Setoff. Right of setoff by this Deed of Trust, immediately prior to the date of taking bears to Borrower's equity in the Property.  
 139. 14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust are for convenience only and are not to be used to interpret  
 140. or decline the provisions hereof.  
 141. 15. Successors and Assigns Bound; Joint and Several Liability; Chapters. The covenants and agreements herein  
 142. contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject  
 143. to the provisions of § 24 (Trustee of the Property; Assumption). All covenants and agreements of Lender and Borrower, subject  
 144. to the provisions of § 24 (Trustee of the Property; Assumption). All covenants and agreements of Lender and Borrower shall be joint and  
 145. several. The covenants and agreements of the Note and this Deed of Trust are for convenience only and are not to be used to interpret  
 146. or decline the provisions hereof.  
 147. 16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for  
 148. in this Deed of Trust shall be in writing and shall be given in writing and shall be effective upon (1) delivery to Borrower provided for  
 149. notice by notice to Lender as address provided herein, and (b) any notice to Lender shall be given in writing and shall be  
 150. effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to  
 151. such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of  
 152. Trust shall be deemed to have been given to Borrower when given in any manner designated herein.  
 153. 17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the  
 154. event that any provision or clause of this Deed of Trust or the Note which is contrary to the law of Colorado, in the  
 155. provisions of this Deed of Trust or clause of this Note which can be given effect without the contradiction of  
 156. provisions of the Note, the Note shall be severable.  
 157. 18. Acceleration; Foreclosure; Other Remedies. Except as provided in § 24 (Transfer of the Property; Assumption),  
 158. 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  
 159. the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by  
 160. this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of  
 161. sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in  
 162. pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.  
 163. 19. Lender's rights as is provided by law. Trustee shall give written notice to Trustee of such election. Trustee shall give such notice  
 164. to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of



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

3  
4 IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.  
5  
6 THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED  
7 BEFORE SIGNING.

8  
9 DEED OF TRUST  
10 (Due on Transfer - Creditworthy)

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

16 Borrower and Lender covenant and agree as follows:

17 1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby  
18 grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the \_\_\_\_\_  
19 County of Boulder, State of Colorado:

20 See attached Exhibit A.

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

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

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

25 2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated May 22, 2015, in the  
26 principal sum of One million, two hundred thousand Dollars (U.S. \$ 1,200,000.00),  
27 with interest on the unpaid principal balance from May 22, 2015, until paid, at the rate of 4.0 percent per  
28 annum, with principal and interest payable at PO Box 63, Lyons, CO 80540  
29 or such other place as Lender may designate, in 60 payments of four thousand  
30 Dollars (U.S. \$ 4,000.00), due on the 1 day of each month beginning June 1, 2015; such  
31 payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire  
32 principal amount outstanding and accrued interest thereon shall be due and payable on May 1, 2020; and  
33 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  
34 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  
35 penalty except no exceptions.;

36 2.2. the payment of all other sums, with interest thereon at 12.00 % per annum, disbursed by Lender in accordance  
37 with this Deed of Trust to protect the security of this Deed of Trust; and

38 2.3. the performance of the covenants and agreements of Borrower herein contained.

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

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

45 5. **Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first  
46 in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant  
47 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 fence 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 sealing 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

}

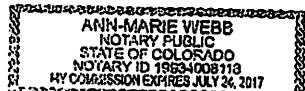
County Of Boulder

}

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

My Commission expires:

Witness my hand and official seal.



*Ann-Marie Webb*  
Notary Public

Doc Fee: \$170.00  
Buyers Forwarding Address for Recorded documents is:  
Borrower Address

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 2<sup>nd</sup> 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](mailto: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](mailto: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

Prepared for:

Planet Bluegrass  
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PO Box 769  
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Prepared by:

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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.

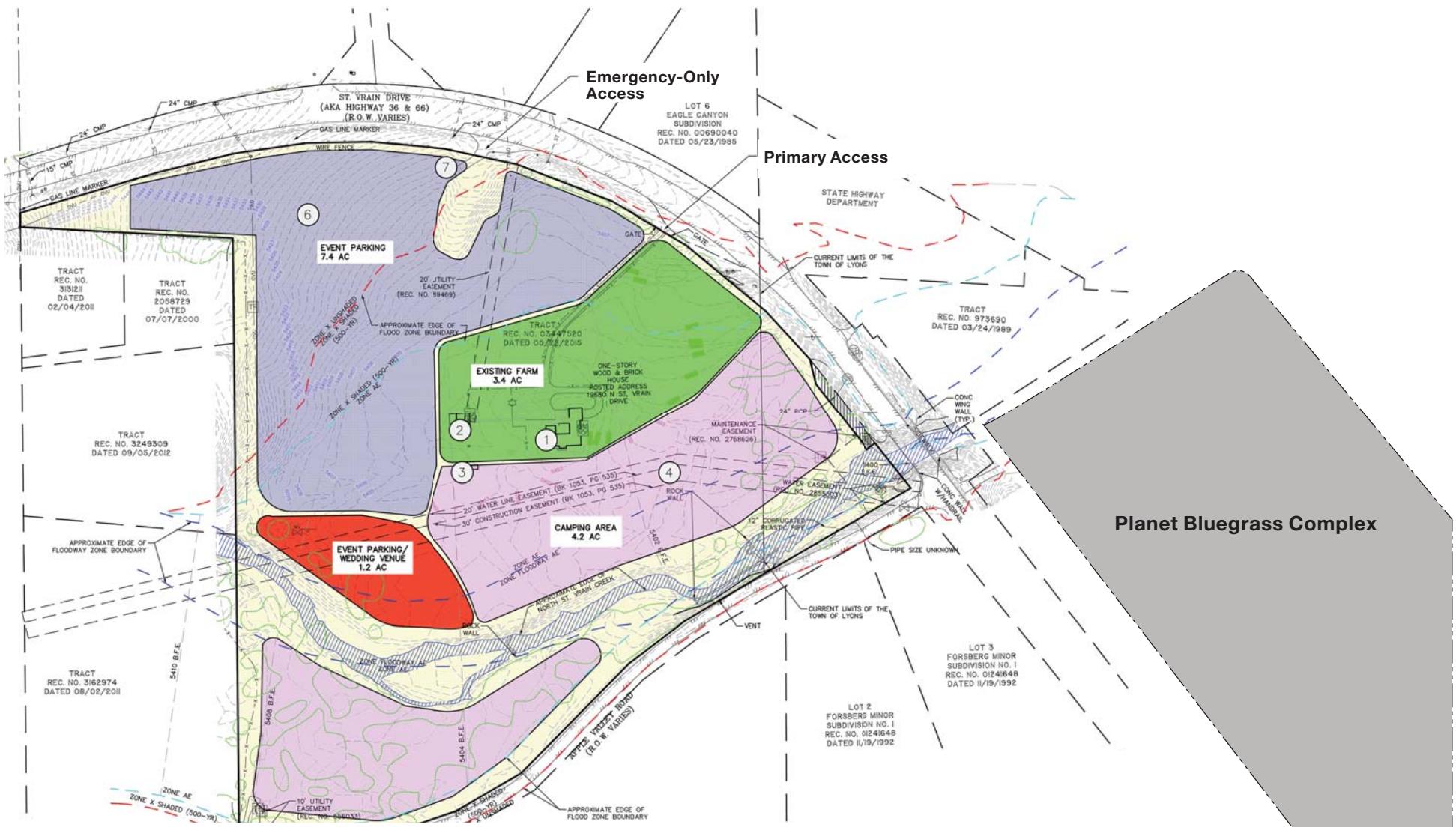
Primary vehicular access would be via the existing driveway on US 36. An emergency-only access is also planned on US 36 about 270 feet west of the primary access. No site access is proposed on Apple Valley Road.

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.



NORTH



 NORTH

# Site Plan Concept

## FIGURE 2

Planet Bluegrass Traffic Impact Study 17-263-02 3/20/18

## 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 3<sup>rd</sup> 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.

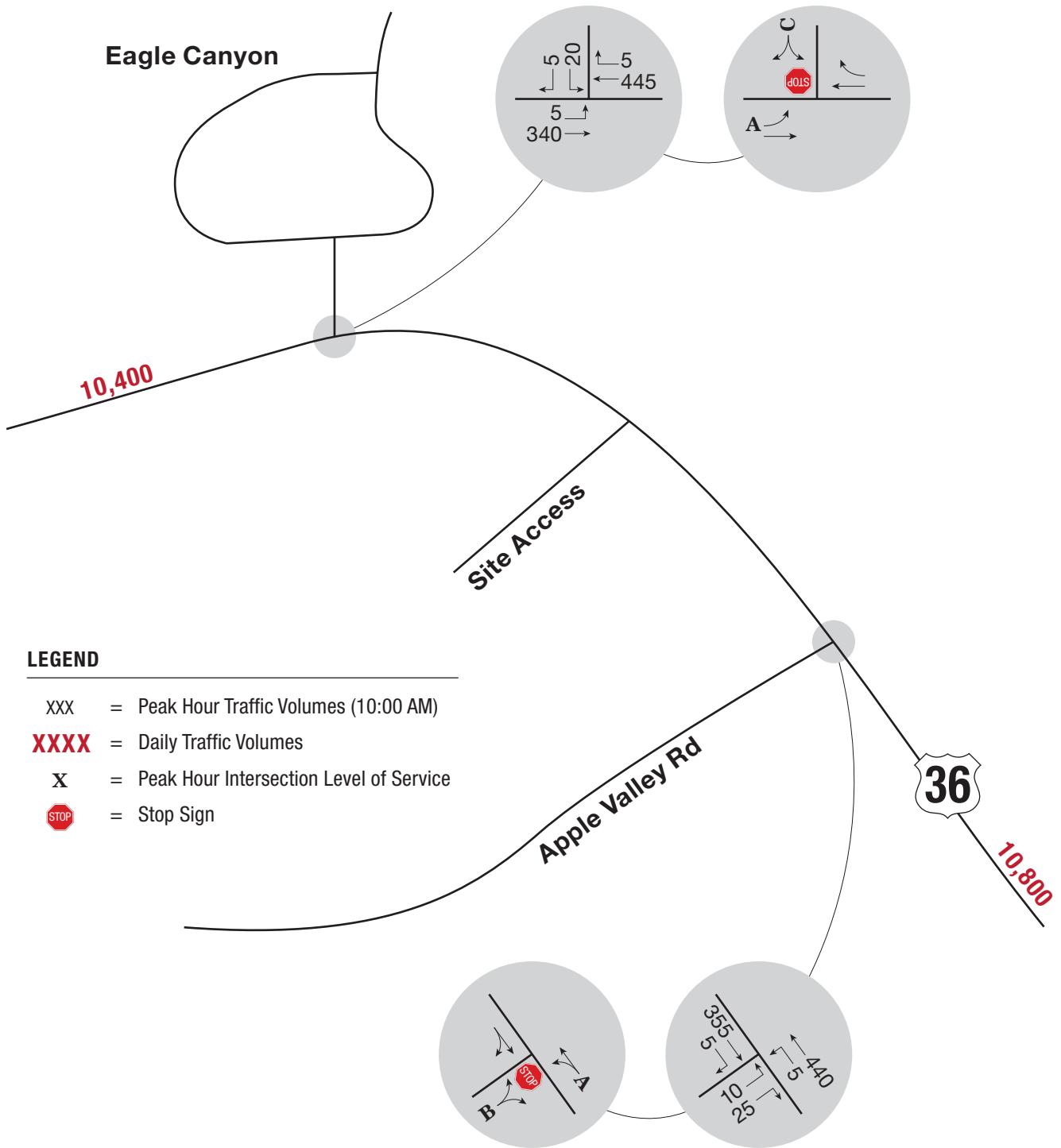
The above traffic volumes were compared to CDOT data for US 36. A CDOT Annual Average Daily Traffic (AADT) volume near the general location of where the Town counts were conducted showed 21,400 VPD. This annual average was used to calculate factors to convert AADT to Thursday and Saturday (0.8785 for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

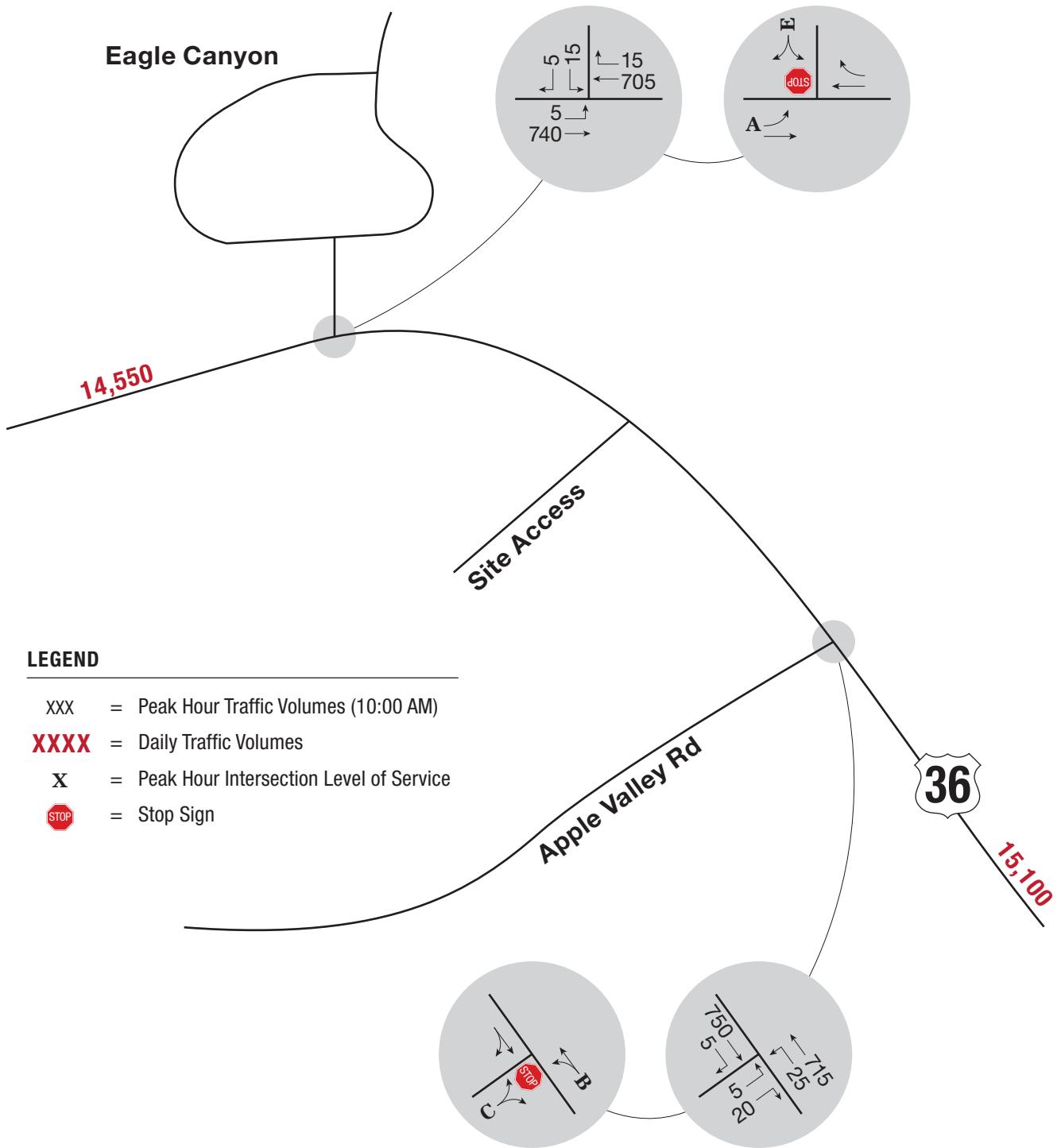
The above factors were then used to calculate traffic volumes on the section of US 36 to the northwest of Town, adjacent to the farm annexation site. CDOT data from 2015 show an AADT of 9,000 VPD on US 36 at the Longmont Dam Road (about 3.5 miles west of the site). Given that traffic volumes tend to

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, 6<sup>th</sup> 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**

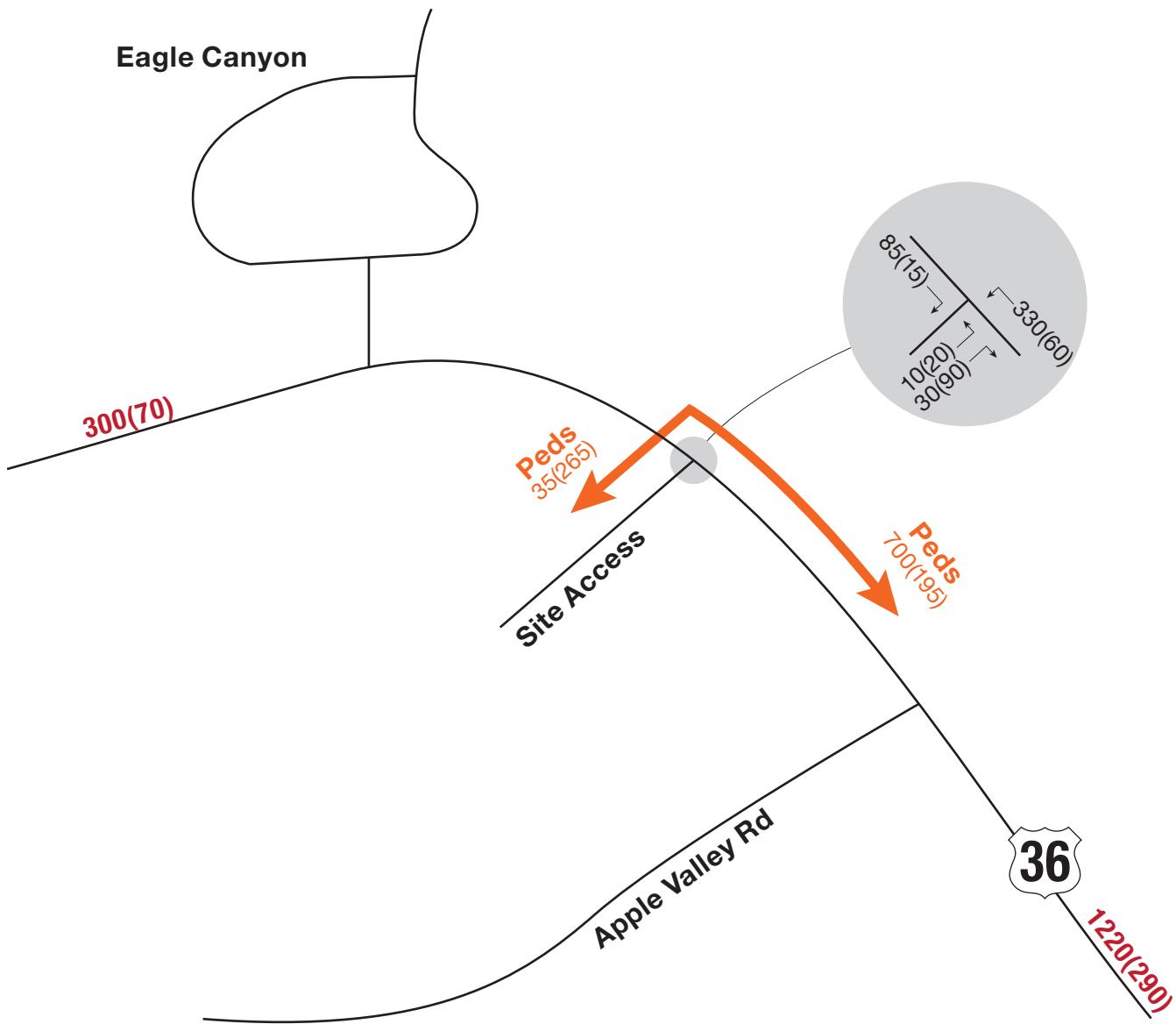
- Traffic at the new site would consist of “parkers” and “campers.” Festival parkers tend to be “day-trippers,” arriving and departing the same day. Campers tend to arrive early and stay on-site throughout the festival.
- Campers tend to arrive a day or two prior to the festival. This analysis assumes 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.

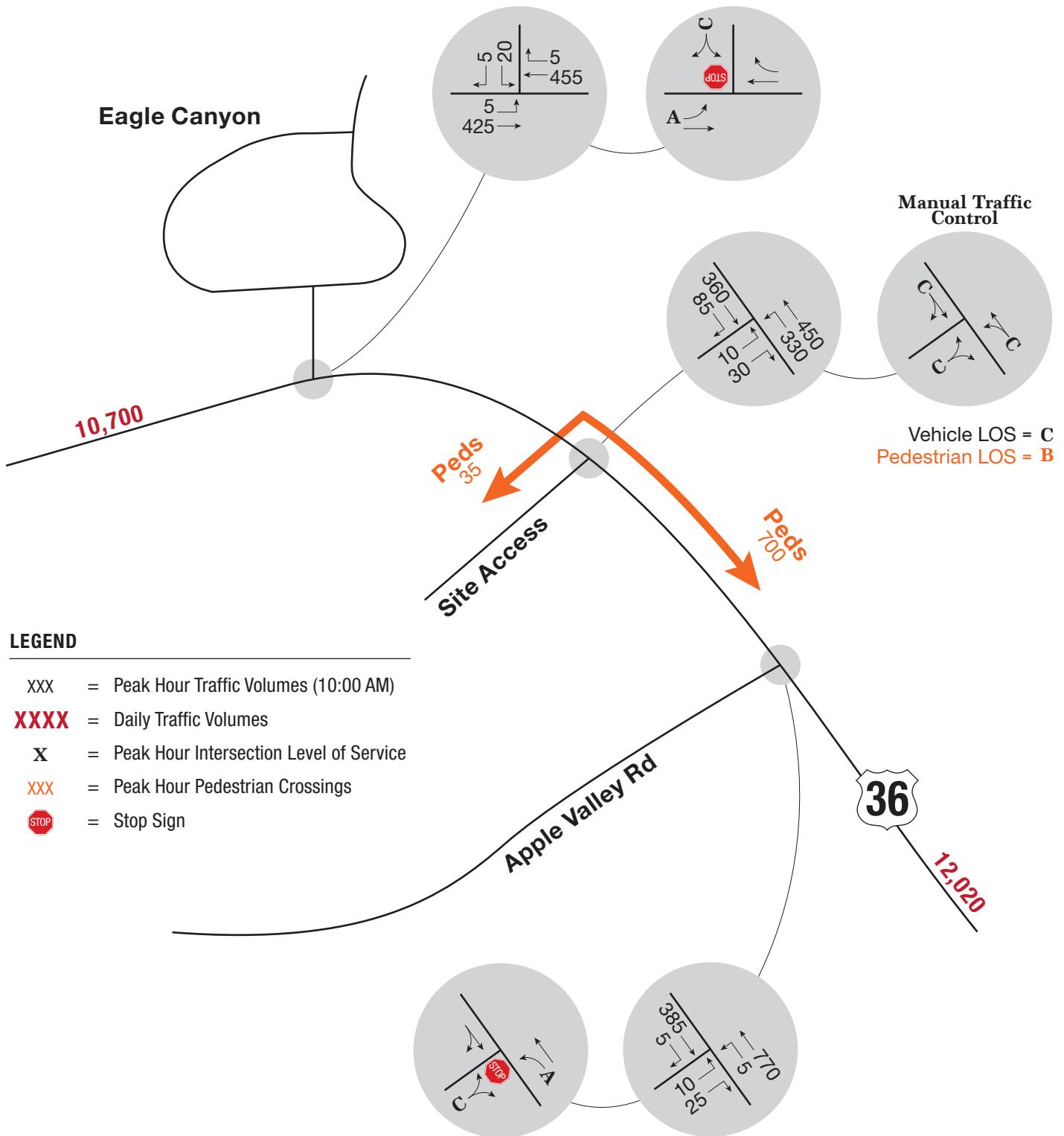
At the US 36/Eagle Canyon Circle intersection, traffic operations would remain as in the background condition, with outbound movements at LOS C. Based on the delay reported in the analysis worksheets, the addition of festival traffic would increase the average delay for this movement by about 1.9 seconds 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.

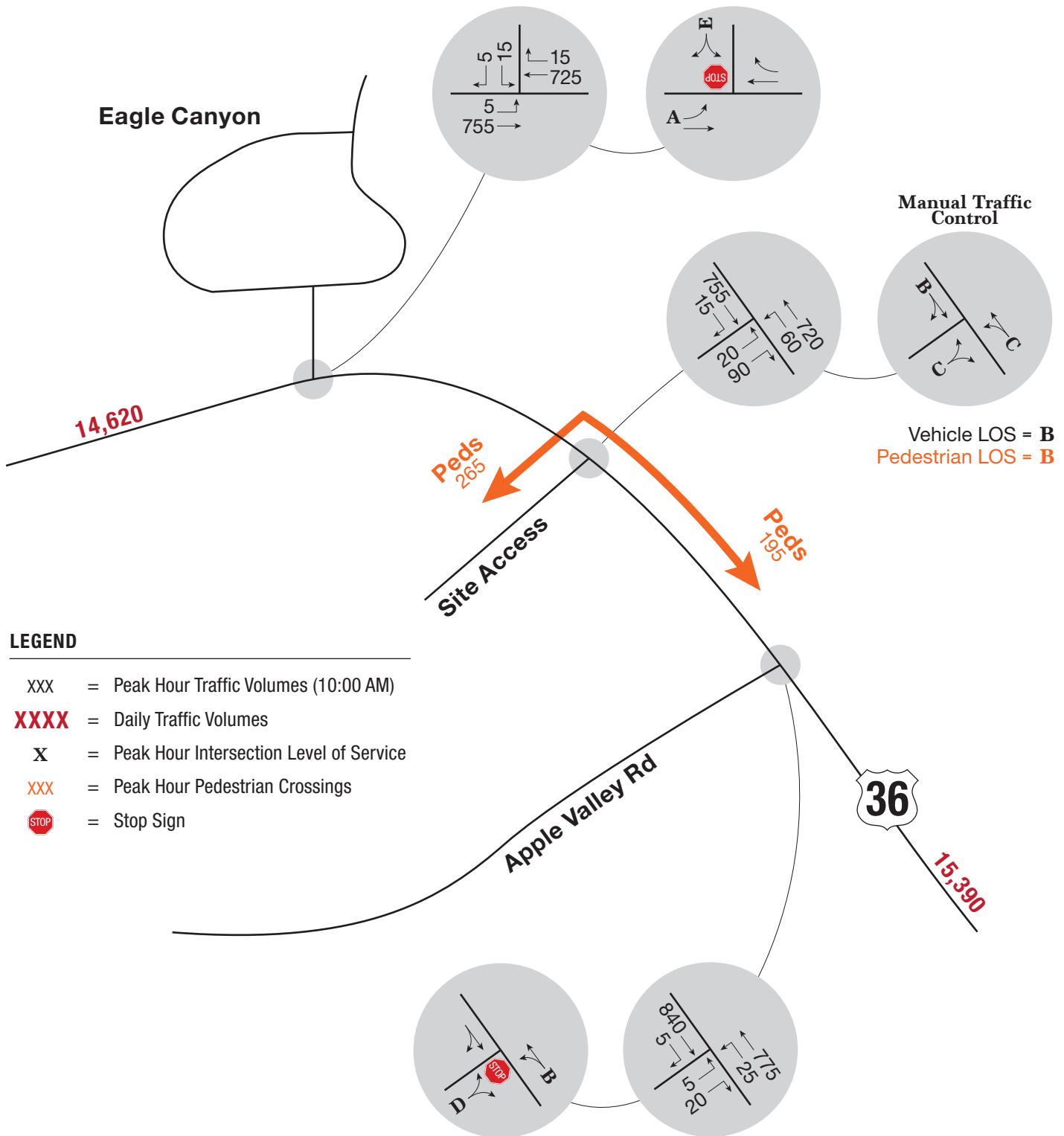
### **Saturday**

**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.





**Saturday Total  
Traffic Volumes & Operation**

Planet Bluegrass Traffic Impact Study 17-263-02 3/23/18

**FIGURE 7**

## 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

# Planet Bluegrass

Lyons, Colorado

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

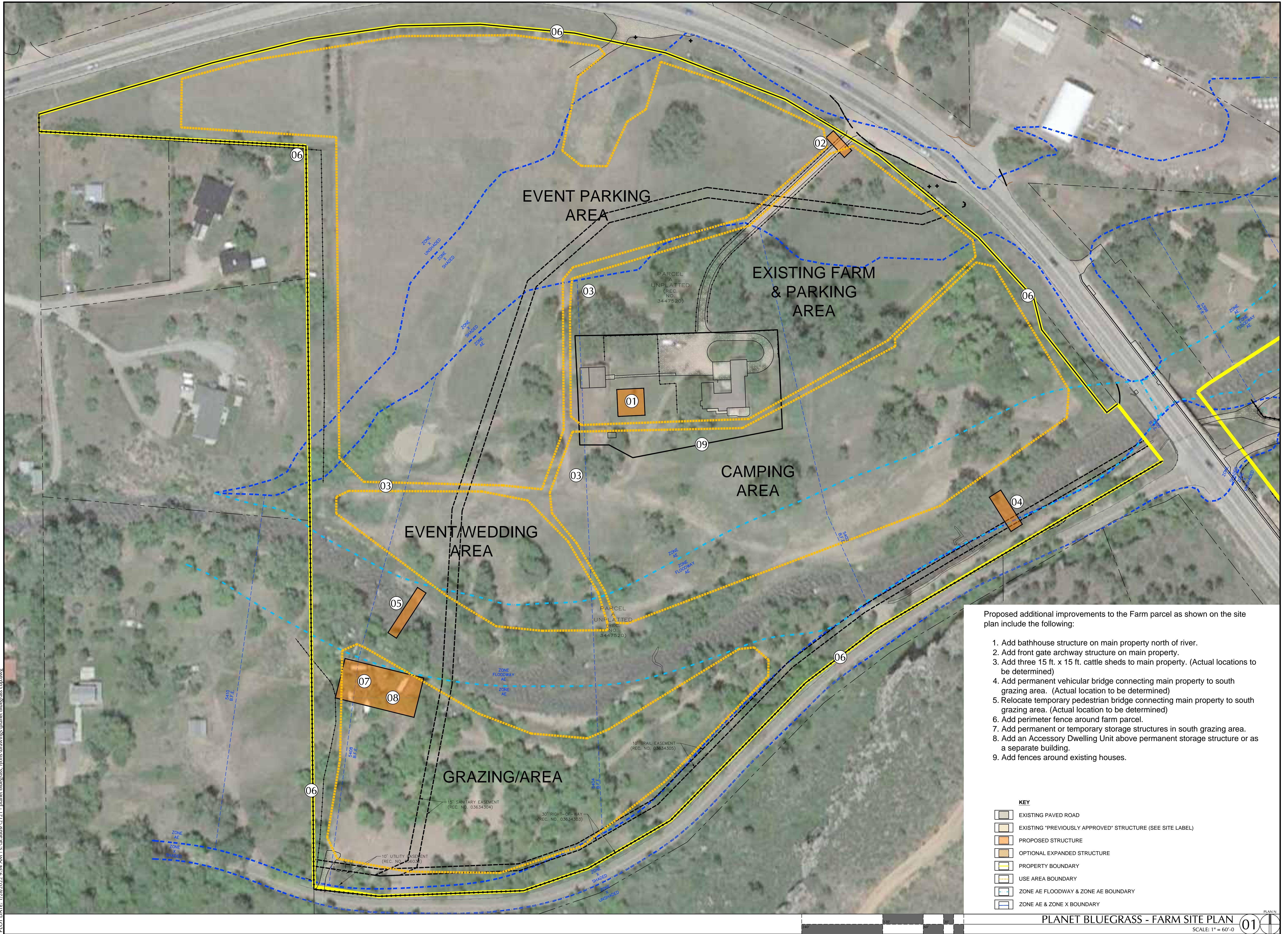
Project Number:  
FLA2121

Drawn:  
CEF

Checked:

Set Date:  
11/2022 | project milestone

# A0.01



| 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 MENDELSSOHN 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                           | PO 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 VRAIN 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 | FERGSTEAD 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 | HEATHERINGTON 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 VRAIN 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 VRAIN 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 | SIMMIS 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                               | PO 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 VRAIN 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 | MINNEAPL 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 | FERGSTEAD 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               | MINNEAPL 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 RATN 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 DOMELEN JULIA & JOSEPH M LEKARZYK   | 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**

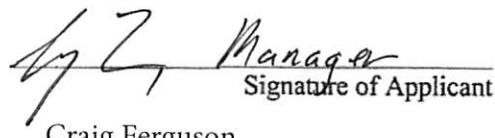
I, Craig Ferguson, submitted an application for land use approval from the Town of Lyons generally described as:

A Rezoning Application       A Subdivision Application  
 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 of Applicant  
Craig Ferguson

Print Name

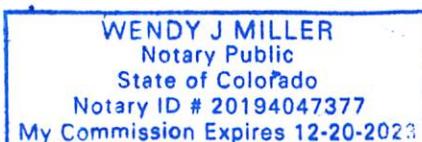
STATE OF Colorado      )  
COUNTY OF Boulder      ) ss.

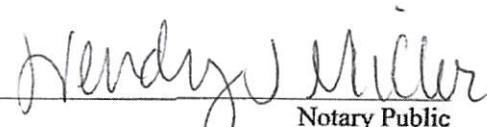
Acknowledged before me on November 11, 2021, by Craig Ferguson.

Witness my hand and official seal.

My commission expires: 12/20/2023.

[SEAL]



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

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