



ALAMOSA COUNTY BOARD OF COUNTY COMMISSIONERS

8900 INDEPENDENCE WAY ALAMOSA, CO 81101

MEETING AGENDA

8:30 AM

Vern Heersink, Chair, County Commissioner, District 3  
Arlan Van Ry, Vice-Chair, County Commissioner, District 2;  
Lori Laske, County Commissioner, District 1;  
Jason T. Kelly, County Attorney; Roni Wisdom, County Administrator;  
Jamie Greeman, Deputy County Clerk

A virtual conference room has been established for anyone who would like to join in to comply with Colorado Open Meetings Law. You may join in [Zoom Meeting ID #270-314-6874](#) or call in 253-215-8782 or 669-900-6833 and use Meeting ID# 270-314-6874. Access may be limited due to network capacity.

Persons speaking during Public Comment will be limited to three minutes. Except as otherwise provided by law no action or discussion shall be taken/conducted on any items not appearing on the agenda. Please address the Board as a whole through the Chair. Comments to individual supervisors or staff are not permitted. When addressing the Board, please state your name for the record prior to providing your comments. Any agenda item may be discussed and acted upon by the Board of Commissioners

**February 11, 2026**

**Invocation**

**Pledge Of Allegiance**

**Approval Of The Agenda**

**Approval Of The General Business Minutes**

. January 28 Regular Commissioner Meeting Minutes

Documents:

[1-28 REGULAR COMMISSIONER MEETING MINUTES.PDF](#)

. . January 28 Public Hearing Minutes Resolution 2026 F-2 Supplemental Budget

Documents:

[1-28 PUBLIC HEARING RESOLUTION 2026 F-2 SUPPLEMENTAL BUDGET.PDF](#)

. . . January 28 Public Hearing Minutes Liquor License Application Love's Travel Stops

Documents:

[1-28 PUBLIC HEARING LIQUOR LICENSE APPLICATION LOVE'S TRAVEL STOPS.PDF](#)

**Approval Of The Bills/Obligations**

**Presentation From The Public**

## Consent Agenda

### Public Hearings

- . Minor Subdivision - D. Wayne And Sandra Cody - 2064 County Rd 12 S (Parcel 555904200117)

Documents:

[CODY.PDF](#)

- . Major Site Plan - Angel Rubio-Mix - 2542 S County Rd 100 (Parcel 528736401051)

Documents:

[RUBIO-MIX.PDF](#)

### Appointments

- . SLV Regional Airport - Quest Lease Agreement

Documents:

[QUEST CAR RENTAL LEASE \\_DRAFT.PDF](#)

- . Colorado Parks & Wildlife Outdoor Shooting Range Discussion

Documents:

[SHOOTING RANGE DEVELOPMENT GRANT PROGRAM.PDF](#)  
[CDPHE OUTDOOR SHOOTING RANGE GUIDANCE DOCUMENT.PDF](#)  
[RANGE GRANT APP FORM 2026.PDF](#)

- . Downtown Digital Messaging Board
- . Alamosa Mosquito District Letter Of Support

### Board And Staff Updates

Availability of Public Records: All public records related to an open session item on this agenda, which are not exempt pursuant Colorado State Statute, that are distributed to a majority of the legislative body will be available for public inspection at 8900 Independence Way at the same time that the public records are distributed or made available to the members of the legislative body. All supporting documentation is available for public review in the Office of the County Commissioners located at 8900 Independence Way, Alamosa CO 81101 during regular business hours, 8:00 AM to 4:30 PM, Monday through Friday.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the Commissioner's Office 48 hours prior to the meeting at 719-589-4848.

Alamosa County Commissioners Regular Meetings will recess for lunch from 12:00 pm - 1:30 pm

# Minutes of the Alamosa Board of County Commissioners Meeting

January 28, 2026 8:30 am Commissioners Chambers

Alamosa County Services Center, 8900 Independence Way, Alamosa CO 81101

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## Members Present:

Vern Heersink, Chair

Arlan Van Ry, Vice Chair

Lori Laske, Commissioner

Jason Kelly, County Attorney

Roni Wisdom, County Administrator

Jamie Greeman, Deputy Clerk

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## Invocation

## Pledge of Allegiance

## Approval of Agenda

A Letter of Support for the Valley Wide Health System Dental Program was added to the Consent Agenda.

**motion/second, Laske/Van Ry motion to approve the agenda as amended**

**Motion passed unanimously**

## Approval of Minutes

**motion/second, Laske/Van Ry motion to approve the January 14 Regular Commissioner Meeting Minutes and the January 14 Public Hearing Minutes 1041 Permit Adapture Haynach Solar Project**

**Motion passed unanimously**

## Approval of Bills and Obligations

General Account Check numbers 170461 through 170656

Public Health Check numbers 36970 through 36993

**motion/second, Van Ry/Laske motion to approve the bills and obligations**

**Motion passed unanimously**

## Consent Agenda

Consent agenda items are Liquor License Renewal Mini Mart DBA Loaf N Jug, 2026 Vale Contract, SLV Public Health Partnership Agreement, Mountain View Testing Contract, HUTF Reporting Form Imagine Alamosa Letter of Support, Wall, Smith, & Bateman Engagement Letter, and Valley Wide Dental Program Letter of Support

**motion/second, Laske/Van Ry motion to approve the Consent Agenda items**

**Motion passed unanimously**

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## Ceremonial Agenda

Employees of the Quarter: Sonia Salinas, HR Director read the nominations for Employee of the Quarter.

*Willie Squires, Sheriff's Department: Lieutenant Squires consistently demonstrates leadership skills in multiple critical roles. He serves as a Team Leader for the San Luis Valley Regional SWAT Team, where his professionalism, tactical expertise, and calm decision-making skills enhance team effectiveness and safety. In addition, he is the Lieutenant of the Alamosa County Detention Center, where he does an outstanding job overseeing operations, mentoring staff, and ensuring the facility runs efficiently and professionally. Lieutenant Squires also serves as a Task Force Operator with the United States Marshals Service, further reflecting the trust placed in him at both the local and federal levels. He routinely assists patrol deputies with high risk calls and is always willing to step in where ever help is needed, regardless of assignment or schedule. Lieutenant Squires possesses extensive knowledge of law enforcement practices and procedures and is always willing to share his knowledge with others. He consistently makes himself available to answer questions and provide guidance. Lieutenant William Squires commitment, leadership, and willingness to serve above and beyond expectations make him highly deserving of recognition as Employee of the Quarter.*

*Janelle Santillano, Clerk & Recorder's Office: 1st Nomination: On 12/3/25 the Treasurer and Public Trustee were processing a foreclose auction and sale. The purchaser needed a Spanish translator. We went to the Clerk's Office and Janelle volunteered to assist us. It was a complicated sale and the transaction required a significant amount of time and translation, about an hour. Janelle was very patient with us and the process and did an exceptional job listening to our rules and assisting the customer by translating in detail. This was a perfect example of a team work situation.*

*2nd Nomination: Janelle was very patient with both the Treasurer's Office staff and with the community member wishing to make the purchase. Janelle took her time in explaining and making sure the bidder understood what was expected during the auction.*

*Eric Treinen, Emergency Manager: I would like to nominate Eric for Employee of the Quarter for several reasons. As the airport has grown over the last few years, Eric has always stepped up to assist. These efforts range from teaching classes to our staff, leading emergency exercises, testing our ARFF equipment, helping develop procedures that make the airport safer and most recently, he has put a lot of time and effort into helping the Airport prepare to bring the new ARFF truck on line. We are fortunate to have Eric on the team and appreciate the extra time and work he spends in our department outside of his main job duties.*

## Public Hearings

*January 28, Public Hearing Minutes – Resolution 2026 F-2 Supplemental Budget*  
The Public Hearing ended and the Regular Commissioner Meeting resumed.

**motion/second, Laske/Van Ry motion to approve Resolution 2026 F-2 Supplemental Budget**  
**Motion passed unanimously**

*January 28, Public Hearing Minutes – Liquor License Application Love's Travel Stops*  
The Public Hearing ended and the Regular Commissioner Meeting resumed.

**motion/second, Van Ry/Laske motion to approve the Liquor License Application for Love's Travel Stops**  
**Motion passed unanimously**

## Appointments

### Alamosa County Chamber of Commerce Presentation

Erin Keck, Alamosa Chamber Director gave a presentation on the objectives and goals of the Chamber of Commerce. The Chamber does promotions, advocacy, and community events. They have been around for over 100 years. They have 265 members and are a 501c6 organization. They now have a foundation arm so that they can apply for grants.

Their staff is comprised of three part-time employees, multiple board members, several committees, and a large group of ambassadors. They do networking lunches, Thursday morning coffee, ribbon cuttings, and open houses. They have an annual art and awards gala and Oktoberfest in the fall. The Young Professionals group puts on the Fourth of July Parade each year. One of their really big projects is their 100-year Mural project where they are working on ten different murals that will represent the last 100 years of the community.

Erin Keck said that a couple of concerns that the local business community had right now were around the dark sky legislation and especially with the CDOT traffic corridor plan.

### Alamosa County Public Health Update

Jody Kern said that their staffing is still the same, they are still looking for a physical therapist and speech therapist. The total recap of patients for 2025 was 213, and the current number is at 74.

Under the Environmental Health Program, 292 businesses renewed their licenses, and they licensed 50 "no fee" establishments which are non-profits, schools, etc. There were also 62 new licenses or changes of ownerships. The chicken incident and the foodborne illness in Rio Grande County were major events last year. Staff also attended annual training.

Grant funding was received for the Public Health Partnership in the amount of \$40,000, and not the \$50,000, as hoped. In Public Health, 218 TB tests were given in 2025, 106 COVID vaccines, 86 influenza, and 237 other vaccines for a total of 647 as compared to 681 in 2024.

Other achievements in 2025 included the hiring of youth interns from tobacco funding, research on vape disposals, Screenagers Under the Influence Movie with the school districts, funding for the chronic disease pilot program, and Stop the Bleed trainings. Director, Jody Kern, was also recently appointed as secretary of the Colorado Association of Local Public Health Officials.

### Department of Human Services Update

Catherine Salazar, reviewed the year end financials with the Commissioners as provided in the board packet. Overall, she said that it had been a decent year, and they had come in just slightly over their budgeted projection and ended on a positive note which will help out their fund balance.

In 2025, \$9.1 million was spent in food assistance as compared to \$8.8 million in 2024. Adult Financial cases were 187 and the Colorado Works case load was at 74. The Food Assistance case load is at 2,217 and the Medicaid is at 3,473. One of the big impacts to Medicaid is going to be that the eligibility workers are going to have to recertify the expansion caseload twice a year versus the once a year that's

happening right now.

The Child Welfare and Adult Protection Caseload Report reflected 25 cases that they are overseeing. They have 99 adoption subsidies with Medicaid and 75 with non-subsidy, Medicaid only. There were only four adoptions this year, which was low compared to previous years. On the Adult Protection side, they had 31 referrals, six guardianships, and one conservatorship. In Child Welfare, they had 434 referrals.

On the Recovery Collection Report, year to date collections was \$89,416.34 which was a 20% increase over 2024. Alamosa County was recognized from the state of Colorado for SNAP application processing timeliness.

#### Centennial State Liquid Investment Pool

Ben Mendenhall said that he has been serving Alamosa County in one capacity or another for the last 15 years and he now works closely with County Treasurer, Amy McKinley, constantly monitoring the county's investments, cash flow needs, and investment policy. It is a best practice to review the investment policy on an annual basis. This year, they did notice that it was time to modernize it and also include a lot of best practice language internal controls, as well as clearly define the allowable investments under CRS 24-75-601, as well as the pooling statute under 24-75-701. He believes that the current document is more robust than the previous investment policy.

Lori Laske asked about Section 9 where it referred to the authorized financial institutions, depositories and brokers, to the extent practical, that the county treasurer will do a bid process whenever possible.

Ben Mendenhall explained that language was designed for when a county was to work with a broker, an individual that sells securities to the county, or also looking at investment advisors and banking institutions. It just provides a road map if a County Treasurer were to choose to go that route.

Amy McKinley added that she does go through a process of her own whenever a CD or time deposit is coming due, she looks at all of the rates available. She attempts to keep money local and works very well with the County's main operating bank. They contact her often to give her updates on rates and vice versa.

Vern Heersink said that they do a great job of keeping the County's money safe and making it work, and that is a benefit to all of the people of Alamosa.

#### **motion/second, Laske/Van Ry motion to approve Resolution 2026 F-1 Adoption of Investment Policy Motion passed unanimously**

#### Resolution 2026 G-2 Resolution and Notice Appointing Alamosa County Surveyor

At the last Commissioner worksession, the Commissioners discussed appointing Tony Martin as the County Surveyor. Tony Martin has expressed interest in the appointment. A resolution and notice of appointment have been prepared and if he accepts it, arrangements can be made to get him sworn into office.

Tony Martin was agreeable to a contract that would say he would do two plat reviews of the same plat

at \$75 per review, and after that, it would be \$50 per review for the same plat. If he were to be appointed as surveyor, he would be stepping into the shoes of the previous surveyor until the next general election in November. Any decisions made about the contract would be separate from approving the resolution and appointment.

**motion/second, Van Ry/Laske motion to approve Resolution 2026 G-2 Resolution and Notice Appointing Alamosa County Surveyor**

**Motion passed unanimously**

District Attorney Salary Discussion

Lori Laske said that the District Attorney is doing a fabulous job and is truly exceptional compared to what the office had in the past. But, even though the County would love to pay more right now, there are financial constraints. Because of it being a tight fiscal year and the County having to count every penny, she said that she is leaning toward approving the pay increase to begin in July and not immediately.

Vern Heersink agreed that it is by no means a reflection of the job that the DA is doing. He thinks she is also doing an exceptional job and is grateful to have her in that position. However, the County needs to be fiscally responsible. He said that he believed the Commissioners were all in agreement to fund the additional portion beginning in July but he asked for clarification on the numbers and the statute guidelines.

Jason Kelly said that Alamosa County could increase their proportional share and it would not bind any other county from doing the same, Alamosa County would only be obligated to the amount that they committed to just the same as if any amount were approved at budget time.

Roni Wisdom will communicate with the District Attorney's office about the decision of the Commissioners to provide additional funds as of July 1. Once they send their quarterly invoices after July 1, a supplemental budget can be prepared to reflect the budget changes.

Board & Staff Updates

There being no further business, the Regular Meeting of the Board of Alamosa County Commissioners was adjourned.

ATTEST:

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Jamie Greeman, Deputy Clerk

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Vern Heersink, Chair

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Arlan Van Ry, Vice-Chair

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Lori Laske, Commissioner

Note: These minutes summarize the final decision made by the Board at the referenced meeting. This meeting was also audio recorded and that recording is available for review. In the event there is confusion as to what the final decision of the Board is, the Board will rely on the audio tape to interpret the Board's intent. The audio tape shall act as an official record of these proceedings for any necessary purpose when, in the opinion of the Board, the minutes are in any way insufficient. An audio copy of the Board of County Commissioners' proceedings is available by contacting the Deputy Clerk to the Board located at the Alamosa County Service Center, (719) 589-4848, or [Email to Jamie Greeman](mailto:jgreeman@alamosacounty.org) [jgreeman@alamosacounty.org](mailto:jgreeman@alamosacounty.org).

# Minutes for the Public Hearing Resolution 2026 F-2 Supplemental Budget

January 28, 2026 9:00 am Commissioners Chambers

Alamosa County Services Center, 8900 Independence Way, Alamosa, CO 81101

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## Members Present:

Vern Heersink, Chair

Arlan Van Ry, Vice-Chair

Lori Laske, Commissioner

Roni Wisdom, County Administrator

Jason Kelly, County Attorney

Jamie Greeman, Deputy Clerk

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Elizabeth Sumner with Visit Alamosa said that the reason for the Supplemental Budget was that they needed to hire additional staff to support a new position. The new position was needed to carry out the mission of their new strategic plan. They are finalizing the details of their three to five-year plan and it will increase their destination development programming.

Lori Laske asked if there would be sufficient funds from the Lodging Tax to cover the extra expenses.

Elizabeth Sumner said that (Executive Director) Kale Mortensen, did study the numbers to ensure that the costs would be covered.

County Controller, Maricruz Mora read the resolution.

WHEREAS, on the 10th day of December, 2025 the Board of County Commissioners adopted its 2026 calendar year budget; and

WHEREAS, Alamosa County has to account for increased expenditures in the Local Marketing District Fund.

WHEREAS, Alamosa County has received unanticipated revenue or revenues not assured at the time of adoption of the budget, or will utilize available undesignated fund balances as hereinafter set forth.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Alamosa County, Colorado as follows:

That the FY2026 appropriation for the Local Marketing District Fund is increased by \$60,400 from \$848,500 to \$908,900.

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the Division of Local Government and the Department of Local Affairs by the Clerk of the Board.

ADOPTED this 28th day of January, 2026.

ATTEST:

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Jamie Greeman, Deputy Clerk

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Vern Heersink, Chair

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Arlan Van Ry, Vice-Chairman

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Lori Laske, County Commissioner

# Minutes for the Public Hearing Liquor License Application Love's Travel Stops

January 28, 2026 9:00 am Commissioners Chambers

Alamosa County Services Center, 8900 Independence Way, Alamosa, CO 81101

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## Members Present:

Vern Heersink, Chair

Arlan Van Ry, Vice-Chair

Lori Laske, Commissioner

Roni Wisdom, County Administrator

Jason Kelly, County Attorney

Jamie Greeman, Deputy Clerk

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County Clerk Mari Felix said that this is a new liquor license application for Love's Travel Stops that will be opening in February. She said that she did not see any problems with the application.

Lori Laske noted that the application was only for fermented malt and wine.

There were no public comments and there were no other exhibits other than the application.

ATTEST:

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Jamie Greeman, Deputy Clerk

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Vern Heersink, Chair

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Arlan Van Ry, Vice-Chairman

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Lori Laske, County Commissioner



**D. WAYNE & SANDRA A. CODY**  
**MINOR SUBDIVISION**  
**MS 26-001**

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**January 14, 2026 - PLANNING COMMISSION 6:00 PM**  
**February 11, 2026 - BOCC 8:30 AM**

**LIST OF EXHIBITS**

1. STAFF REPORT
2. APPLICATION
3. RECEIPT OF PAYMENT
4. DEED
5. BANK AUTHORIZATION LETTER
6. TITLE COMMITMENT
7. CERTIFICATE OF TAXES DUE
8. DOMESTIC WELL PERMIT 54710-A
9. COMMERCIAL WELL PERMIT 90473-F
10. AGRICULTURAL WELL PERMIT 90472-F
11. PROPOSED PLAT
12. ASSESSOR RECORD
13. GIS NOTIFICATION AERIAL MAP
14. LIST OF ADJOINING PROPERTY OWNERS
15. EXAMPLE LETTER TO NEIGHBORS
16. ACFPD COMMENTS
17. ROAD & BRIDGE COMMENTS
18. DWR COMMENTS
19. PUBLIC NOTICE
20. NOTICE TO APPLICANT
21. DEED TO ALLEN
22. LOT 4 TITLE COMMITMENT
23. RESOLUTION 2022SUP10
24. PROPOSED PLAT UPDATED JANUARY 10, 2026

**Alamosa County  
Land Use & Building Department  
Case Memorandum**



**County Commission Meeting**

**Date:** February 11, 2026  
**Case Number:** MS 26-001  
**Applicant:** Wayne and Sandra Cody  
**Prepared By:** Darcy Barraclough, Planner and Richard Hubler, Director

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**Subject:**

D. Wayne Cody, Applicant, is requesting approval of a Minor Subdivision on property currently addressed as 2064 S County Rd 12 S (Parcel 555904200117). He is proposing to subdivide the existing ~41 acre tract into two lots: Tract 1 of 6.39 acres, and Tract 2 of 34.95 acres. This property is in the Rural (RU) zone district.

The legal description of the property is: Lot 4 of the Northwest 1/4 of Section 4, Township 36 North, Range 9 East, of the New Mexico Principal Meridian, County of Alamosa, State of Colorado.

**Public Notice Process:**

Public Notice was published in the Valley Courier on November 29, 2025. Neighbor notification letters for 9 property owners were mailed on December 10, 2025.

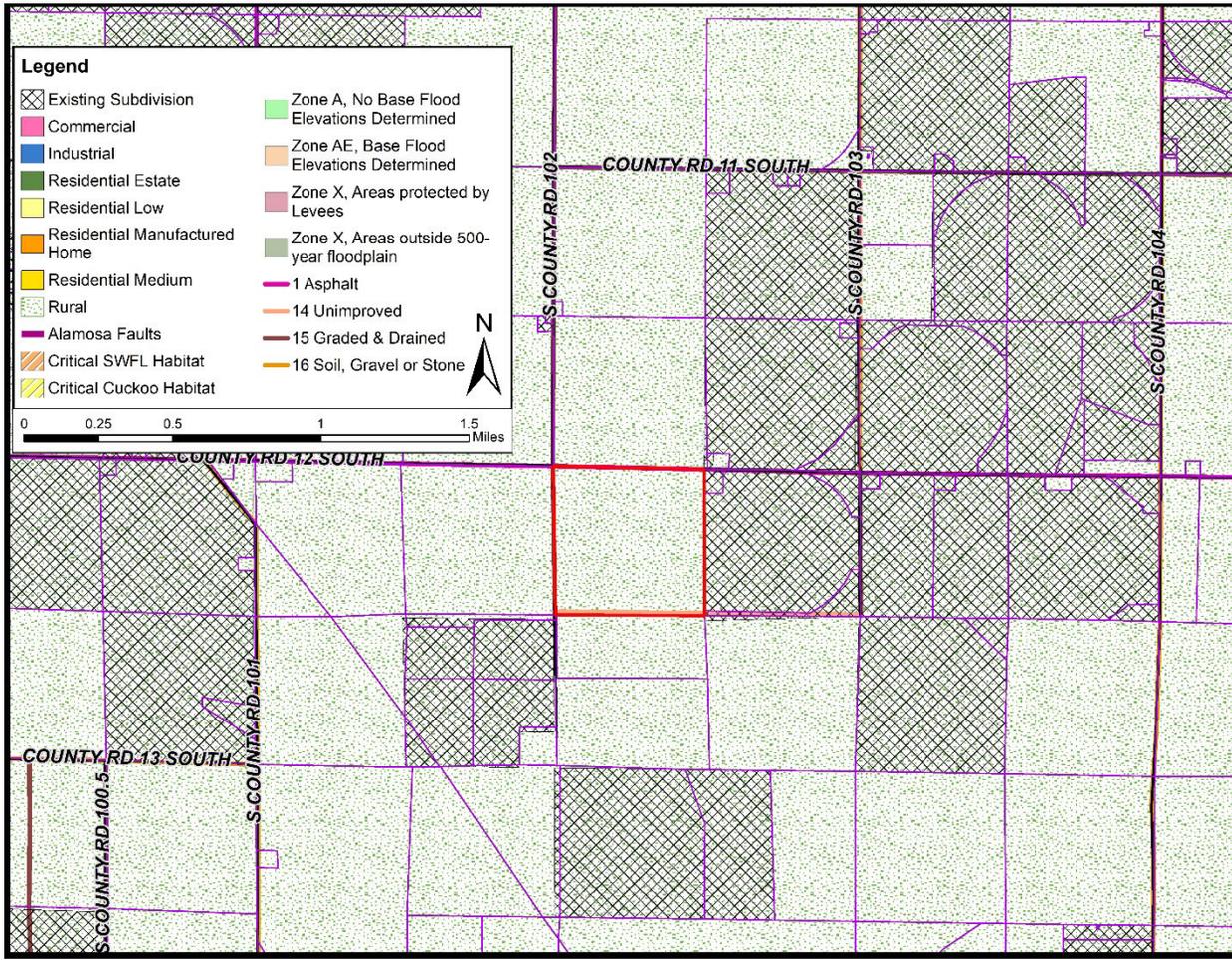
**Background**

The subject property is a portion of a center pivot irrigated quarter section with the existing Colorado Farm Brewery, permitted as a Special Use agritourism operation in 2017, on what is proposed as Tract 1. Property uses will not change with this subdivision, and the large tract is intended to transfer ownership to the current owner of the remainder of the quarter section. The Applicant proposes to split off an 8.68 acre corner tract containing the brewery and malting operation so that the irrigated circle can continue as farmland. Both proposed tracts currently access County Rd 12 S, a paved road maintained by the County. Adjudicated well permits 90473-F and 54710-A both serve this property and are on one well structure located on proposed tract 1 as shown on the plat. The domestic well permit 54710-A does not encumber any land and allows for a one single-family home, livestock and half an acre of outside irrigation. Commercial well permit 90473-F covers the malting, brewing, bar, bathrooms and landscaping uses on proposed Tract 1 and allows for 2.008 acre-feet of consumptive use from 5.536 acre-feet of withdrawal. Well permit 90472-F is the agricultural well that serves 262 acres in the north half of Section 4 and supplements the surface water rights for the subject property and the irrigated circle to the east.

**Neighboring Zoning and Development:**

The subject property is located on the NE corner of County Rd 12 S and S County Rd 102 in the Waverly area. The surrounding area is generally large quarter-section center-pivot irrigated farms with a scattering of single-family residences, mostly on previously separated farm corners, making the proposal typical of the area. Directly adjacent properties to the west, north, east and southeast are center-pivot irrigated quarter sections. Directly adjacent to the south and southwest are large lots with mixed surface irrigated fields and single-family

residential development. The nearest residences are directly adjacent to the west and north of proposed lot 1. The Carmel Drain ditch borders the property to the south.



**Analysis of Relevant Regulations:**

Both proposed tracts exceed the lot area minimum and dimensional requirements for the Rural zone district. Both proposed tracts maintain direct frontage to County Rd 12 S and S County Rd 102. Well permits 90473-F and 54710-A provide adequate legal water for the continued uses on Proposed Tract 1 and surface water rights and well permit 90472-F provide irrigation water for the farm circle.

Since filing this application, the Applicant has sold three fourths of the subject property, and kept the northwest quarter, known as Tract 4 of the Government Land Office Survey. The request has therefore been updated to separate the proposed 6.39 acre Tract 1 from that ~41 acres and then proposed tract 2 will be transferred to the purchaser of the farm circle.

The existing Special Use Permit for the Farm Brewery, 2017-SUP-2 is permitted on the NW ¼ of Section 4, T36N, R9E. This proposed subdivision maintains the necessary water supply for that permit and does not otherwise impact the conditions of approval from the original permit or as it was amended by Resolution 2022-SUP-10. If this minor subdivision application is approved, Staff will update and re-issue the Special Use Permit to reflect the new legal description.

Regarding the Minor Subdivision approval criteria, Staff proposes the below findings:

1. The proposed parcel to be subdivided is a tract/parcel of land that has not been subdivided in at least fifteen years; *The proposed parcel to be subdivided has only ever been transferred by aliquot description and has never been subdivided by the county's regulations. This requirement has been met.*
2. The division of land will not create more than three (3) additional building parcels, sites, tracts, or lots; *The application proposes creation of a single new tract for a total of two tracts from the original Lot 4. This requirement has been met.*
3. The subdivision is in conformance with the goals, objectives, and policies of the Alamosa County Master Plan, Land Use Code, and/or other County guidelines; *This proposal separates the existing commercial development to its own legal tract and maintains the active center-pivot irrigated field for continued agricultural use. This is consistent with the Imagine Alamosa County Comprehensive Plan focus on preserving agricultural heritage and supporting continued agricultural production. This condition has been met.*
4. All sites, tracts, lots, or parcels shall have access to a public maintained road; *Both proposed tracts directly abut County Rd 12 S, a paved road maintained by the County, and S County Rd 102, an unpaved but county-maintained road. This condition has been met.*
5. All sites, tracts, lots, or parcels shall have adequate potable water; if well-sharing is approved by the Colorado Division of Water Resources, a shared well agreement shall be recorded in the office of the County Clerk and Recorder; *Well permits #90473-F and #54710-A both serve proposed Tract 1, and well permit #90472-F serves proposed Tract 2. Staff proposes a related condition.*
6. The proposed area is not in any of the following:
  - a. Geologic Hazard Area
  - b. Floodplain Area
  - c. Critical Wildlife Habitat Area:*The subject property is not located in any of the above areas. This requirement has been met.*

### **Comments from Review Agencies:**

Agency review requests were sent to the Alamosa County Road & Bridge and Sheriff's departments, Mosca - Hooper Soil Conservation District, Alamosa County Fire Protection District, Alamosa County Fire Protection District, San Luis Valley Water Conservancy District, and Colorado Division of Water Resources.

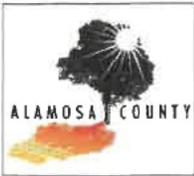
Neither Road & Bridge nor ACFPD had concerns with this proposal. Kevin Boyle with DWR described the well permits and noted that they are not impacted by this proposal.

We received no other agency responses.

### **Planning Commission Hearing and Recommendation:**

The Planning Commission heard this case on January 14, 2026. Staff had proposed three conditions related to updating the original plat. There was discussion about these conditions,, the agricultural operation, and overnight camping. There were no public comments. The Planning Commission voted unanimously to **Recommend Approval** with no conditions.

EXHIBIT 2



**LAND USE OFFICE**  
**8999 INDEPENDENCE WAY ALAMOSA, CO 81101**  
**PHONE: (719) 589-3812. FAX: (719) 589-5888**

This application must be completed in its entirety, failure to do so will mean an incomplete application and will be given back to the applicant. *Unless specifically waived by the Alamosa County Land Use Office, all items in this application must be completed. Your application will not be scheduled for a Planning Commission meeting if this application, including the Site Plan is incomplete. Additional information may be requested by the Alamosa County Land Use and Planning Staff and/or Planning Commission during review of this application.*

**FOR ADMINISTRATIVE USE ONLY:**

APPLICATION DATE: 10/22/2025 CASE NUMBER: MS 25-017 PARCEL # 55590420017  
 APPLICATION REC'D BY: DB TREASURER'S RECEIPT # 255798  
 PC DATE: 1/14/2026 BOCC DATE: 2/11/2026

**ACTIVITY: PLEASE CHECK ONE**

<input type="checkbox"/> REPLAT/VACATION (\$300)	<input checked="" type="checkbox"/> MINOR SUBDIVISION (\$500)	<input type="checkbox"/> SPECIAL USE (\$500)
<input type="checkbox"/> MAJOR SITE PLAN (\$500)	<input type="checkbox"/> BOA-VARIANCE/APPEALS (\$500)	<input type="checkbox"/> SPECIAL USE / MED MARIJUANA (\$1000)
<input type="checkbox"/> MINOR SITE PLAN (\$300)	<input type="checkbox"/> AMENDMENT TO ZONING (\$500)	<input type="checkbox"/> SPECIAL USE AMENDMENT (\$300)
<input type="checkbox"/> MAJOR SUBDIVISION (\$3000 + \$50/lot)	<input type="checkbox"/> TEXT AMENDMENTS (\$500)	<input type="checkbox"/> PLANNED UNIT DEVELOPMENT (\$3000 + \$50/lot)

**ZONING: PLEASE CHECK ONE**

<input type="checkbox"/> RESIDENTIAL LOW	<input checked="" type="checkbox"/> RURAL	<input type="checkbox"/> COMMERCIAL
<input type="checkbox"/> RESIDENTIAL MEDIUM	<input type="checkbox"/> RESIDENTIAL ESTATE	<input type="checkbox"/> INDUSTRIAL
<input type="checkbox"/> RESIDENTIAL HIGH	<input type="checkbox"/> RESIDENTIAL MANUFACTURED HOME	

**APPLICANT OR AUTHORIZED REPRESENTATIVE (A notarized letter authorizing representation by the applicant or owner must be submitted.)**

NAME: D. WAYNE & SANDRA A. CODY  
 ADDRESS: 2522 CR 125 ALAMOSA CO 81101  
 TELEPHONE: [REDACTED] EMAIL: [REDACTED]

**PROPERTY OWNER (If different than applicant, a copy of a contract for sale or lease between applicant and owner, or a notarized letter from the owner consenting to this application, must be submitted):**

NAME: D. WAYNE & SANDRA A. CODY  
 ADDRESS: 2522 CR 125 ALAMOSA CO 81101  
 TELEPHONE: [REDACTED] EMAIL: [REDACTED]

**LEGAL DESCRIPTION OF PROPERTY:** also include mileage from highway or county road and directions from the city. (please attach description if necessary)

SW 05 Alamosa  
Lot 4-36-9 Lot 4 Section 4 T 36N, R 9E

**ADDRESS OF THE PROPERTY:**

2064 CR 12 S Alamosa CO

**GIVE A SHORT NARRATIVE OF YOUR PROPOSED USE:** (may be attached)

No Change Survey off corner

**DESCRIBE HOW THE PROPOSED USE WILL BE COMPATIBLE WITH SURROUNDING LAND USES:**

**WHAT IS THE DISTANCE TO THE NEAREST RESIDENCE:** \_\_\_\_\_

**SOURCE OF WATER:**

- Public Water/ District Name: \_\_\_\_\_
- Private Well (Attach Well Permit)
- Water Shares (Attach Letter)

**SEWAGE DISPOSAL:**

- Public Sewage System
- New OWTS System
- Existing OWTS System

**TRAFFIC EXPECTED TO BE GENERATED BY THIS CHANGE**

Trips per day/week	Vehicle type
N.A.	

**FIRE DISTRICT**

- ALAMOSA
- CENTER
- NW CONEJOS
- MOSCA

**PLEASE SELECT ONE OF THE FOLLOWING:**

- Colorado Department of Transportation Highway Access Permit: CDOT telephone: (970) 385-8362
- Alamosa County Driveway Access Permit: Department telephone: (719) 589-6262
- Existing Alamosa County Driveway.

**GIVE DETAILS ON THE ACCESS FOR THE PROPOSED SUBDIVISION.**

**ALL REQUIRED ITEMS MUST BE SUBMITTED FOR APPLICATIONS TO BE PROCESSED OR ADDED TO SCHEDULE: [R] = REQUIRED [NR] = NOT REQUIRED**

**[R] [NR] PLEASE SELECT ANY OF THE FOLLOWING THAT APPLY TO YOUR PROPERTY:**

- The property is subject to restrictive covenants or deed restrictions: attach a copy
- The property is subject to homeowners or property owner's regulations: attach a copy
- The property is subject to a deed of trust(s) or mortgage(s): Attach notarized letter of approval from lender
- Attach a copy of the current deed (s) filed in the Alamosa County Clerk and recorder's office

**[R] [NR] ATTACH ONE OF THE FOLLOWING: INFORMATION MUST BE DATED WITHIN 180 DAYS OF APPLICATION DATE**

- Title insurance commitment showing the applicant as owner; OR
- Ownership & Encumbrance report issued by a licensed and bonded title insurer

**[R] [NR] CERTIFICATE OF TAXES DUE (This is not the same as a tax bill or receipt)**

- Attach a copy of the Certificate of taxes paid from the Alamosa County Treasurer's Office

**[R] [NR] WATER DOCUMENTATION**

- Attach documentation of the water source listed on page 2 of this application: i.e. well permit, letter from the water & sanitation district or water certificates.

**[R] [NR] LAND SURVEY PLAT: (Subdivisions, Replat/Plat Vacation, Major Site Plans, and Variances).**

- Include all proposed for immediate or future development. The land survey plat must be prepared by a surveyor licensed in the State of Colorado. The land survey plat must meet the criteria outlined in §C.R. S. 38-51-106. For preliminary review, please provide one (11"x17" copy). Final recording requires a (24"x36") mylar plat

**[R] [NR] SITE PLAN: (Amendment to Zoning, Site Plan Review, Special Use, and Board of Adjustments).**

- Include all land proposed for immediate or future development. The site plan may be a simple hand-drawn sketch. It must be legible, clearly marked, does not need to be to scale, and include all of the items listed below. It must be signed and dated by the person who drew it. Please provide one copy of at least 11"x17". Digital copies are preferred. All items on this checklist must be provided on plot plan:
- Total acreage
- Roads, streets, highways, and access easements which will serve this proposed development. The name of the proposed private road
- Location of all existing utilities on the property (septic systems, wells, lines) or electric, gas, phone lines which may provide service
- Stock drive easements and fence lines
- Irrigation and drainage ditches, and patterns
- Driveways/parking areas, both existing and proposed
- Locations and sizes of existing structures
- Setbacks from property lines (BOA, Replat, & Plat Vacation application only)
- Location and sizes of proposed structures
- Proposed lot changes
- North arrow

**[R] [NR] MASTER PLAN: (Planned Unit Development only)**

- Prepared by a professionally certified landscape architect, engineer, or architect.

FEES: **PAYMENT IS REQUIRED BEFORE APPROVAL.** Payment of application fees must be made at the time of filing this application. The Alamosa County Land Use Office will determine the amount to be paid when you submit this application.

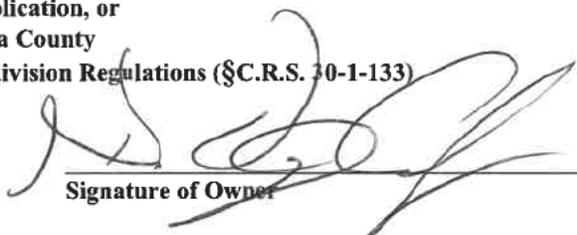
Application Fee: \$500 Date Paid: 1/7/2026

**Additional final fees: Due upon conclusion of the application process and before recording of the resolution and Mylar are - publication fees, mapping fees, postage and recording fees. If denied, recording, postage and publication fees will still be due on all applications.**

I/we declare under penalty of perjury in the second degree, and any other applicable state or federal laws that the statements made on this application are true and complete to the best of my knowledge. I understand that this application may be denied or revoked if:

- I provide misleading information on this application, or
- I violate the rules and regulations of Alamosa County
- I violate the provisions of the Colorado Subdivision Regulations (§C.R.S. 30-1-133)

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Owner

EXHIBIT 3



**ALAMOSA COUNTY TREASURER**

8999 Independence Way, Ste 104

Alamosa, CO 81101

(719)589-3626

**MISCELLANEOUS GENERAL LEDGER RECEIPT**

Receipt Date: 01/7/2026

Transaction #: 255798

Print Date: 01/07/2026

Comments: Land Use/D. Wayne or Sandra Cody/Minor Division - Rural

Reference:

#	Information	Tender	Check #	Routing #	Amount Paid
1	D. Wayne or Sandra Cody PO Box 653 Alamosa, CO 81101	CHECK	132083		\$500.00
TOTAL RECEIVED					\$500.00

TEMPLATE ID	GL TEMPLATE DESCRIPTION	Amount
10-2400	COUNTY GENERAL - SUBDIVISION EXEMPTION 555904200117	\$500.00

EXHIBIT 4

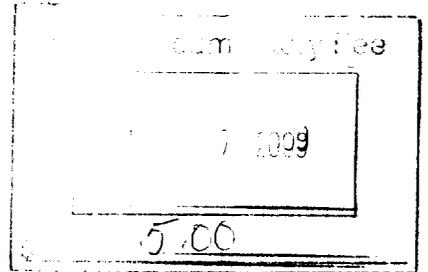


337459  
1 of 1

1/27/2009 11:14 AM  
WD R\$6.00 DS\$5.00

Melanie Woodward  
Alamosa County Clerk

WARRANTY DEED



THIS DEED, made this 22nd day of January, 2009, between

**Bobby J. and Phyllis L. Cody Revocable Intervivos Trust,, dated June 15, 2000**

Of the County of **Alamosa**, State of **Colorado**, grantor and

**D. Wayne Cody and Sandra A. Cody AS JOINT TENANTS**

Whose legal address is **2522 County Road 12 South; Alamosa, Colorado 81101** grantee:

**WITNESSETH**, That the grantor for and in consideration of the sum of **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, 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, his heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of **Alamosa** and the State of **COLORADO** described as follows:

**The Northwest 1/4 of Section 4, Township 36 North, Range 9 East, of the New Mexico Principal Meridian, County of Alamosa, State of Colorado.**

Also known as: **2064 County Road 12 South, Alamosa, CO 81101**

**TOGETHER** with all and singular the hereditaments and appurtenances thereto 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, 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, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing 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 whatsoever, except

**General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way 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, his 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.

*Phyllis L. Cody*  
\_\_\_\_\_  
Phyllis L. Cody, as Trustee

\_\_\_\_\_  
\_\_\_\_\_

STATE OF **Colorado** )  
 ) SS.  
COUNTY OF **Alamosa** )

The foregoing instrument was acknowledged before me this 22nd day of **January, 2009** by **Phyllis L. Cody, As Trustee of the Bobby J. and Phyllis L. Cody Revocable Intervivos Trust dated June 15, 2000**

My commission expires:

*[Signature]*  
\_\_\_\_\_

Notary Public

[SEAL]

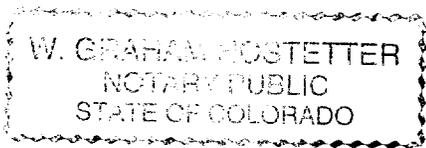


EXHIBIT 5



Main Office:  
901 First Avenue | P.O. Box 29 | Monte Vista, CO 81144 | 719.852.5933  
Alamosa Office:  
3416 Mariposa Street | P.O. Box 720 | Alamosa, CO 81101 | 719.589.2536  
Pagosa Springs Office:  
80 County Road 600 | Pagosa Springs, CO 81147 | 970.731.4701  
[www.RGBank.bank](http://www.RGBank.bank)

October 21, 2025

Alamosa County  
Land Use & Building  
8999 Independence Way  
Suite 100  
Alamosa, CO 81101

Re: Lot 4 Section 4, T. 36N., R.9E.

To Whom It May Concern:

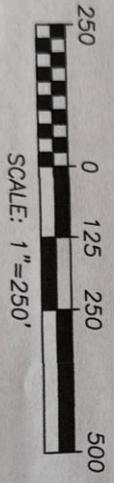
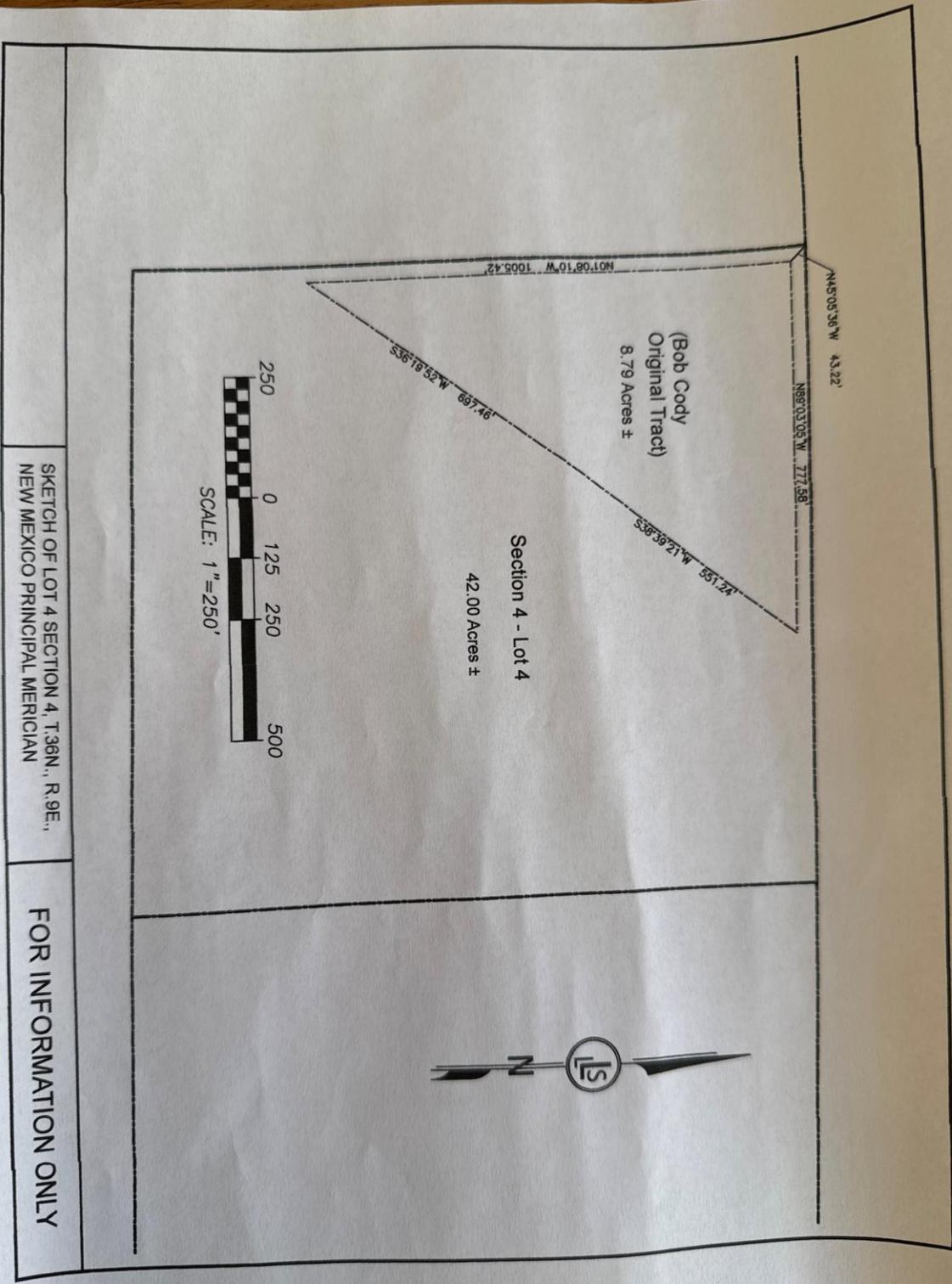
RG BANK has no objection to the subdivision referenced above and per attached.

If you have questions or need further clarification, please contact me at 719-852-7056.

Regards,

A handwritten signature in black ink, appearing to read "Shon R. Davis", is written over a vertical line.

Shon R. Davis  
President



SKETCH OF LOT 4 SECTION 4, T.36N., R.9E.,  
NEW MEXICO PRINCIPAL MERIDIAN

FOR INFORMATION ONLY



ALTA LOAN POLICY OF TITLE INSURANCE (07-01-2021)

ISSUED BY STEWART TITLE GUARANTY COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 16.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
a. a defect in the Title caused by:
i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
ii. the failure of a person or Entity to have authorized a transfer or conveyance;
iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
vii. a defective judicial or administrative proceeding; or
viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.

Countersigned by:

[Handwritten signature]

Authorized Countersignature

Alpine Title, Inc.
Company Name

225 6th Street, STE D
Alamosa, CO 81101
City, State



[Handwritten signature]

Frederick H. Eppinger
President and CEO

[Handwritten signature]

David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

For Reference:
Loan ID Number:



5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
  - a. the occupancy, use, or enjoyment of the Land;
  - b. the character, dimensions, or location of an improvement on the Land;
  - c. the subdivision of the Land; or
  - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
  - a. of the exercise described in an Enforcement Notice; or
  - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. Covered Risk 9 includes, but is not limited to, insurance against loss caused by:
  - a. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - b. the failure of a person or Entity to have authorized a transfer or conveyance;
  - c. the Insured Mortgage not being properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
  - d. a failure to perform those acts necessary to create an Insured Mortgage by electronic means authorized by law;
  - e. a document having been executed under a falsified, expired, or otherwise invalid power of attorney;
  - f. the Insured Mortgage not having been properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
  - g. a defective judicial or administrative proceeding; or
  - h. invalidity or unenforceability of the lien of the Insured Mortgage as a result of the repudiation of an electronic signature by a person that executed the Insured Mortgage because the electronic signature on the Insured Mortgage was not valid under applicable electronic transactions law.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance on the Title as security for the following components of the Indebtedness:
  - a. the amount of the principal disbursed as of the Date of Policy;
  - b. the interest on the obligation secured by the Insured Mortgage;
  - c. the reasonable expense of foreclosure;
  - d. amounts advanced for insurance premiums by the Insured before the acquisition of the estate or interest in the Title; and
  - e. the following amounts advanced by the Insured before the acquisition of the estate or interest in the Title to protect the priority of the lien of the Insured Mortgage:
    - i. real estate taxes and assessments imposed by a governmental taxing authority; and
    - ii. regular, periodic assessments by a property owners' association.
11. The lack of priority of the lien of the Insured Mortgage upon the Title:
  - a. as security for each advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for service, labor, material, or equipment arising from construction of an improvement or work related to the Land when the improvement or work is:
    - i. contracted for or commenced on or before the Date of Policy; or
    - ii. contracted for, commenced, or continued after the Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on the Date of Policy to advance; and
  - b. over the lien of any assessments for street improvements under construction or completed at the Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title, or the effect of a court order providing an alternative remedy:
  - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a:
    - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
    - ii. voidable transfer under the Uniform Voidable Transactions Act; or
  - b. because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
    - i. to timely record the Insured Mortgage in the Public Records after execution and delivery of the Insured Mortgage to the Insured; or



- ii. of the recording of the Insured Mortgage in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

#### DEFENSE OF COVERED CLAIMS

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

#### EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;
    - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - c. resulting in no loss or damage to the Insured Claimant;
    - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
    - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
  5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 13.b.
  7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
  8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
  9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### CONDITIONS

##### 1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
  - i. that is wholly owned by the Insured;
  - ii. that wholly owns the Insured; or
  - iii. if that Entity and the Insured are both wholly owned by the same person or entity.

- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.c.; decreased by Condition 10; or increased or decreased by endorsements to this policy.
- c. "Consumer Protection Law": Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law; or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan.
- d. "Date of Policy": The Date of Policy stated in Schedule A.
- e. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- f. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  - iii. asserts a right to enforce a PACAPSA Trust.
- g. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- h. "Government Mortgage Agency or Instrumentality": Any government agency or instrumentality that is the owner of the Indebtedness, an insurer, or a guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness, or any part of it, whether named as an Insured or not.
- i. "Indebtedness": Any obligation secured by the Insured Mortgage, including an obligation evidenced by electronic means authorized by law. If that obligation is the payment of a debt, the Indebtedness is:
  - i. the sum of:
    - (a). principal disbursed as of the Date of Policy;
    - (b). principal disbursed subsequent to the Date of Policy;
    - (c). the construction loan advances made subsequent to the Date of Policy for the purpose of financing, in whole or in part, the construction of an improvement to the Land or related to the Land that the Insured was and continues to be obligated to advance at the Date of Policy and at the date of the advance;
    - (d). interest on the loan;
    - (e). prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
    - (f). expenses of foreclosure and any other costs of enforcement;
    - (g). advances for insurance premiums;
    - (h). advances to assure compliance with law or to protect the validity, enforceability, or priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title; including, but not limited to:
      - (1). real estate taxes and assessments imposed by a governmental taxing authority, and
      - (2). regular, periodic assessments by a property owners' association; and
    - (i). advances to prevent deterioration of improvements before the Insured's acquisition of the Title, but
  - ii. reduced by the sum of all payments and any amounts forgiven by an Insured.
- j. "Insured":
  - i. (a). The Insured named in Item 1 of Schedule A or future owner of the Indebtedness other than an Obligor, if the named Insured or future owner of the Indebtedness owns the Indebtedness, the Title, or an estate or interest in the Land as provided in Condition 2, but only to the extent the named Insured or the future owner either:
    - (1). owns the Indebtedness for its own account or as a trustee or other fiduciary, or
    - (2). owns the Title after acquiring the Indebtedness;
  - (b). the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as defined by applicable electronic transactions law;
  - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
  - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity;
  - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is an Affiliate;
  - (f). an Affiliate that acquires the Title through foreclosure or deed-in-lieu of foreclosure of the Insured Mortgage; or
  - (g). any Government Mortgage Agency or Instrumentality.
  - ii. With regard to Conditions 1.j.i.(a). and 1.j.i.(b)., the Company reserves all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
  - iii. With regard to Conditions 1.j.i.(c)., 1.j.i.(d)., 1.j.i.(e)., and 1.j.i.(f)., the Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- k. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- l. "Insured Mortgage": The Mortgage described in Item 4 of Schedule A.
- m. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

- n. "Land": The land described in Item 5 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- o. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- p. "Obligor": A person or entity that is or becomes a maker, borrower, or guarantor as to all or part of the Indebtedness or other obligation secured by the Insured Mortgage. A Government Mortgage Agency or Instrumentality is not an Obligor.
- q. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- r. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- s. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- t. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- u. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title, a lender on the Title, or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured:

- a. after the Insured's acquisition of the Title, so long as the Insured retains an estate or interest in the Land; and
- b. after the Insured's conveyance of the Title, so long as the Insured:
  - i. retains an estate or interest in the Land;
  - ii. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
  - iii. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title or the lien of the Insured Mortgage as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

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

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.  
When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
- securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
  - any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter, as insured.
- If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.
- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

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

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

- a. *To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness*
- To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
  - To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.
- If the Company purchases the Indebtedness, the Insured must transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.  
Upon the exercise by the Company of either option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.
- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*
- To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

## 8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the least of:
- the Amount of Insurance;
  - the Indebtedness;
  - the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy; or
  - if a Government Mortgage Agency or Instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage or in satisfaction of its insurance contract or guaranty relating to the Title or the Insured Mortgage.

- b. Fair market value of the Title in Condition 8.a.iii. is calculated using either:
  - i. the date the Insured acquires the Title as a result of a foreclosure or deed in lieu of foreclosure of the Insured Mortgage; or
  - ii. the date the lien of the Insured Mortgage or any assignment set forth in Item 4 of Schedule A is extinguished or rendered unenforceable by reason of a matter insured against by this policy.
- c. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured:
  - i. the Amount of Insurance will be increased by 15%; and
  - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.iii.
- d. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.c., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

## 9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
  - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
  - ii. cures the lack of a right of access to and from the Land;
  - iii. cures the claim of Unmarketable Title; or
  - iv. establishes the lien of the Insured Mortgage,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, nonappealable determination adverse to the Title or to the lien of the Insured Mortgage.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. An Insured Claimant must own the Indebtedness or have acquired the Title at the time that a claim under this policy is paid.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

## 10. REDUCTION OR TERMINATION OF INSURANCE

- a. All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment. However, any payment made by the Company prior to the acquisition of the Title as provided in Condition 2 does not reduce the Amount of Insurance afforded under this policy, except to the extent that the payment reduces the Indebtedness.
- b. When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Amount of Insurance.
- c. The voluntary satisfaction or release of the Insured Mortgage terminates all liability of the Company, except as provided in Condition 2.

## 11. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

## 12. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. *Company's Right to Recover*
  - i. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
  - ii. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- b. *Company's Subrogation Rights against Obligors*

The Company's subrogation right includes the Insured's rights against Obligors including the Insured's rights to repayment under a note, indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights. An Obligor cannot avoid the Company's subrogation right by acquiring the Indebtedness as a result of an indemnity, guaranty, warranty, insurance policy, or bond, or in any other manner. The Obligor is not an Insured under this policy. The Company may not exercise its rights under Condition 12.b. against a Government Mortgage Agency or Instrumentality.

c. **Insured's Rights and Limitations**

- i. The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if the action does not affect the enforceability or priority of the lien of the Insured Mortgage.
- ii. If the Insured exercises a right provided in Condition 12.c.i. but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company is required to pay only that part of the loss insured against by this policy that exceeds the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's subrogation right.

**13. POLICY ENTIRE CONTRACT**

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
  - i. modify any prior endorsement,
  - ii. extend the Date of Policy,
  - iii. insure against loss or damage exceeding the Amount of Insurance, or
  - iv. increase the Amount of Insurance.

**14. SEVERABILITY**

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

**15. CHOICE OF LAW AND CHOICE OF FORUM**

- a. **Choice of Law**

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title or the lien of the Insured Mortgage and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.
- b. **Choice of Forum**

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

**16. NOTICES**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Stewart Title Guaranty Company; Attention: Claims Department, P.O. Box 2029, Houston, TX 77252-2029.

**17. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING.

**18. ARBITRATION**

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 18. The arbitrator does not have authority to conduct any class action arbitration or arbitration involving joint or consolidated claims under any circumstance.

- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*
- d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



**Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.e.:**

Issuing Agent: Alpine Title, Inc.

Issuing Office: 225 6th Street, STE D  
Alamosa, CO 81101

Issuing Office's ALTA® Registry ID: 1179868

Loan ID Number:

Issuing Office File Number: A-25-444

Property Address: 2064 &amp; 2070 County Road 12 South/ 2522 County Road 12 South, Alamosa, CO 81101

**SCHEDULE A**

Name and Address of Title Insurance Company:

STEWART TITLE GUARANTY COMPANY

P.O. Box 2029, Houston, TX 77252-2029

Policy No.: M-9011-000423775

Premium: \$1,628.00

Amount of Insurance: \$1,455,000.00

Loan Number:

Date of Policy: May 16, 2025 at 9:10 AM

1. The Insured is:  
RG Bank, a Savings and Loan Association
2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:  
fee simple
3. The Title encumbered by the Insured Mortgage is vested in:  
D. Wayne Cody and Sandra Cody a/k/a Sandra A. Cody
4. The Insured Mortgage and its assignments, if any, are described as follows:  
A Deed of Trust from D. Wayne Cody and Sandra Cody a/k/a Sandra A. Cody to the Public Trustee of Alamosa County in favor of RG Bank, a Savings and Loan Association as beneficiary dated May 12, 2025 in the original principal amount of \$1,499,333.40 and recorded on May 16, 2025 at 9:10 AM as Instrument #394855 in the official records of the Alamosa County Recording Office.
5. The Land is described as follows:  
*See Exhibit A attached hereto and made a part hereof.*
6. This policy incorporates by reference the endorsements designated below, adopted by the American Land Title Association as of the Date of Policy:  
NONE

**ALLPINE TITLE, INC.**  
225 6th Street, STE D, Alamosa, CO 81101  
Telephone: (719) 587-2776

**STEWART TITLE GUARANTY COMPANY**  
P.O. Box 2029, Houston, TX 77252-2029

Countersigned by:

*Glenna Clayton*

Glenna Clayton, License #583679  
Allpine Title, Inc., License #514187



*F. H. Eppinger*

By: \_\_\_\_\_  
**Frederick H. Eppinger, President and CEO**

*David Hisey*

By: \_\_\_\_\_  
**David Hisey, Secretary**



**SCHEDULE B**

Policy Number: M-9011-000423775

**EXCEPTIONS FROM COVERAGE**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

**PART I**

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes and assessments for the year 2025 and subsequent years, a lien, but not yet due and payable.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) (c) or (d) are shown by the Public Records or listed in Schedule B.
7. (Parcel 3) Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, as reserved in Patent of record, dated January 17, 1890, Serial No. COCOAA 035619.
8. (Parcels 1 & 2) Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States, as reserved in Patent of record, dated August 12, 1891, Serial No. COCOAA 035773.
9. Right of Way granted to The Conejos Drainage & Irrigation Company by instrument recorded January 26, 1923 at Reception No. 19627 in Book 38 at Page 403 & 404.

10. (Parcels 3) Those Items contained in Petition for the Formation of a Drainage District recorded in Book 19 at Page 491.
11. (Parcels 3) Quit Claim Deed to The Commonwealth Irrigation Company recorded September 13, 1955 at Reception No. 118649.
12. (Parcels 3) Those items contained in Contract with The Waverly Drainage District No. 1 recorded June 17, 1959 at Reception No. 131009.
13. (Parcels 3) A non-exclusive Easement for ingress and egress as granted and set forth in instrument recorded August 25, 2006 at Reception No. 327743.
14. (Parcels 3) Those items indicated on Wayne Cody Mortgage Survey by Luchetti Land Surveying, Inc., dated January 15, 2009, Project No. 2009-01A.
15. (Parcels 1&2) Those items contained in Resolution regarding Division of Land recorded December 1, 2005 at Reception No. 324384.
16. (Parcels 1&2) Those Items set forth on the plat recorded December 1, 2005 at Reception No. 324385.
17. (Parcel 3) Those Items contained In resolution 2017-SUP-2 (Special Use Permit) recorded May 18, 2017 at Reception No. 366247.
18. A Deed of Trust from D. Wayne Cody and Sandra A. Cody to the Public Trustee of Alamosa County in favor of Rio Grande Savings and Loan Association as beneficiary dated October 21, 2019 in the original principal amount of \$1,323,000.00 and recorded on October 23, 2019 at 9:10 AM as Instrument #374859 in the official records of the Alamosa County Recording Office.

## PART II

Covered Risk 10 insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:

**EXHIBIT A  
LEGAL DESCRIPTION**

Parcel 1:

Tract 1A of the Cody Division of Land No. 2, County of Alamosa, State of Colorado.

Parcel 2:

Tract 1C of the Cody Division of Land No. 2, County of Alamosa, State of Colorado.

Parcel 3:

The Northwest 1/4 of Section 4, Township 36 North, Range 9 East, of the New Mexico Principal Meridian, County of Alamosa, State of Colorado.

EXHIBIT 7



**Certificate of Taxes Due**  
**ALAMOSA COUNTY TREASURER**  
**ALAMOSA COUNTY, CO**

Account #: 555904200117  
 Parcel #: 555904200117  
 Owner: CODY D WAYNE &  
 CODY SANDRA A  
 2522 CNTY ROAD 12 SOUTH  
 ALAMOSA, CO 81101-0000

Cert #: 2014  
 Requestor:  
 Requestor #:  
 Email:

Amount due is valid at issuance date only.

Property Address: ROAD 012 SOUTH 02064 & 02070  
 Comments:

Legal Description: W2NW4 4-36-9 80A (WAV) E2NW4 4-36-9 80A (WAV) JWD REC #337459 01-22-09

ORIGINAL TAX BILLING FOR 2024	TAX DISTRICT	114	Values	Actual	Assessed
<b>Authority</b>	<b>Levy</b>	<b>Tax</b>			
ALAMOSA AMBULANCE	2.886	\$344.65	Agricultural Land	\$94,932.00	\$25,151.00
ALAMOSA COUNTY	25.238	\$3,013.97	Agricultural Improvements	\$342,648.00	\$94,266.00
ALAMOSA COUNTY FIRE	5.43	\$648.44	<b>TOTAL</b>	<b>\$437,580.00</b>	<b>\$119,417.00</b>
ALAMOSA SCHOOL DISTRICT 11J	32.087	\$3,831.59			
RIO GRANDE WATER CON DIST	1.6	\$191.07			
SAN LUIS VALLEY WATER CON	0.411	\$49.08			
<b>TAXES FOR 2024</b>	<b>67.652</b>	<b>\$8,078.80</b>			

\* Credit Levy

TAX YEAR	CHARGE	BASE AMOUNT	INTEREST	FEES	TOTAL DUE
2024	SA RIO GRANDE SUBDISTRICT 6	\$2,866.12	\$0.00	\$0.00	\$2,866.12
2024	SA WAVERLY DRAINAGE DISTRICT	\$240.00	\$0.00	\$0.00	\$240.00
2024	Tax Bill	\$8,078.80	\$0.00	\$0.00	\$8,078.80
<b>TOTAL DUE</b>		<b>\$11,184.92</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$11,184.92</b>
<b>EXEMPTION (APPLIED)</b>					<b>\$0.00</b>
<b>PAID</b>					<b>\$11,184.92</b>
<b>TOTAL LIABILITY valid through October 14, 2025:</b>					<b>\$0.00</b>

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder. Tax Lien Sale redemption amounts must be paid by cash or certified funds. This certificate does not include land or improvements assessed under a separate account number, personal property taxes, oil, gas and mineral rights, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. This does not include assessments not on record as of this date. In witness whereof, I have hereunto set my hand and seal this 10/14/2025.

Amy McKinley, Treasurer



BY: Amy McKinley

EXHIBIT 8

 <b>COLORADO</b> Division of Water Resources Department of Natural Resources	<b>WELL PERMIT NUMBER</b>	<b>54710--A</b>
	<b>RECEIPT NUMBER</b>	<b>9305118</b>

**ORIGINAL PERMIT APPLICANT(S)**

CODY D WAYNE & SANDRA A

**APPROVED WELL LOCATION**

Water Division: 3      Water District: 20  
 Designated Basin:    N/A  
 Management District: N/A  
 County:                ALAMOSA  
 Parcel Name:         N/A  
 Physical Address:    N/A

NW 1/4 NW 1/4 Section 4 Township 36.0 N Range 9.0 E New Mexico P.M.

**UTM COORDINATES (Meters, Zone:13, NAD83)**

Easting:      411385.3      Northing:      4139711.1

**PERMIT TO REPLACE EXISTING WELL**

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

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(c) for the relocation of an existing well, permit no. 54710, A.K.A. as well no. 3 in Division 3 Water Court Case no. W-787. The old well must be plugged in accordance with Rule 16 of the Water Well Construction Rules within ninety (90) days of completion of the new well. The enclosed Well Abandonment Report form must be completed and submitted to affirm that the old well was plugged.
- 4) The use of ground water from this well is limited to fire protection, ordinary household purposes inside not more than 1 single family dwelling(s), the watering of poultry, domestic animals and livestock on a farm or ranch and the irrigation of not more than 1/2 acre of home gardens and lawns.
- 5) The pumping rate of this well shall not exceed 15 GPM.
- 6) Ground water production is limited to the confined aquifer. Plain casing must be installed and properly grouted to a minimum depth of 70 feet to prevent the intermingling of water between the confined and unconfined aquifers.
- 7) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 8) This well shall be constructed not more than 200 feet from the location specified on this permit, and not more than 200 feet from the decreed location of well no. 3, W-787.

NOTE: This permit will expire on the expiration date unless the well is constructed by that date. A Well Construction and Test Report (GWS-31) must be submitted to the Division of Water Resources to verify the well has been constructed. An extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: <http://www.water.state.co.us>

<u>See Original Permit</u>	Date Issued:      6/5/2012
_____ Issued By	Well must be constructed by    6/5/2014

**PERMIT HISTORY**

12-08-2025      PERMIT CANCELED (PERMIT CANCELED BY 90473-F)

EXHIBIT 9



COLORADO
Division of Water Resources
Department of Natural Resources

WELL PERMIT NUMBER 90473-F
RECEIPT NUMBER 10046128

ORIGINAL PERMIT APPLICANT(S)

COLORADO MALTING COMPANY AND COLORADO FARM BREWERY (WAYNE CODY)

APPROVED WELL LOCATION

Water Division: 3 Water District: 20
Designated Basin: N/A
Management District: N/A
County: ALAMOSA
Parcel Name: N/A
Physical Address: N/A

NW 1/4 NW 1/4 Section 4 Township 36.0 N Range 9.0 E New Mexico P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 411385.0 Northing: 4139711.0

PERMIT TO USE AN EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT OR GUARANTEE WATER AVAILABILITY
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights.
2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
3) Approved pursuant to CRS 37-90-137(2) for increase in use of an existing well, well permit no. 54710--A, decreed by the Division 3 Water Court as Well No. 3 in case no. W-787 and modified as Well No. 3 Commercial Use by the decree in case no. 2022CW0007.
4) Approval of this permit shall not result in an expanded use of ground water.
5) The maximum annual amount of groundwater to be appropriated by this well shall not exceed 5.536.
6) The maximum pumping rate of this well, under this permit, shall not exceed 50 GPM.
7) Production is limited to the confined aquifer.
8) A sealable opening of at least one inch diameter to allow access for depth measurement must be provided for in the completed structure.
9) The owner shall mark the well in a conspicuous place with well permit number(s), name of the aquifer, and court case number (s) as appropriate.
10) A metering method must be established for this well pursuant to the Rules Governing the Measurement of Ground Water Diversions in the Rio Grande Basin.
11) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

NOTICE: You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)

NOTE: The WDID for this well is 2009649.

WELL PERMIT NUMBER 90473-F

RECEIPT NUMBER 10046128



Date Issued: 12/5/2025

Issued By DARIN SCHEPP

Well must be constructed by N/A

EXHIBIT 10



COLORADO
Division of Water Resources
Department of Natural Resources

WELL PERMIT NUMBER 90472-F
RECEIPT NUMBER 10046127

ORIGINAL PERMIT APPLICANT(S)

COLORADO MALTING COMPANY AND COLORADO FARM BREWERY (WAYNE CODY)

APPROVED WELL LOCATION

Water Division: 3 Water District: 20
Designated Basin: N/A
Management District: N/A
County: ALAMOSA
Parcel Name: N/A
Physical Address: N/A

SW 1/4 NW 1/4 Section 4 Township 36.0 N Range 9.0 E New Mexico P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 411290.0 Northing: 4139006.0

PERMIT TO USE AN EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT OR GUARANTEE WATER AVAILABILITY
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights.
2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
3) Approved pursuant to CRS 37-90-137(2) for the use of the existing well, well permit no. 1406-R, decreed by the Division 3 Water Court as Well No. 1 in case no. W-735 and modified by the decree in case no. 22CW0007. The operation of this well is subject to the terms and conditions of said decrees.
4) The issuance of this permit hereby cancels permit no. 1406-R.
5) Approval of this permit shall not result in an expanded use of ground water. The use of ground water from this well is limited irrigation use on 262 acres in the N 1/2 of Section 4, Twp. 36N, Range 9E, NMPM in Alamosa County.
6) The 5-year rolling average annual amount of groundwater to be appropriated for irrigation use by this well shall not exceed 338 acre-feet, under an 83% efficient center pivot sprinkler, and shall not produce more than 1690 acre-feet in any given 5 consecutive year period. The 5-year rolling average annual amount of consumptive use appropriated from this well, for irrigation use, shall not exceed 280.5 acre-feet. This well shall not consumptively use more than 1402.4 acre-feet in any given 5 consecutive year period. The amount of water diverted for irrigation use must be determined by the applicable irrigation efficiency.
7) The maximum pumping rate of this well shall not exceed 2,293 GPM.
8) Production is limited to the confined aquifer. The depth of this well is 510 feet per well permit no. 1406-R.
9) A sealable opening of at least one inch diameter to allow access for depth measurement must be provided for in the completed structure.
10) The owner shall mark the well in a conspicuous place with well permit number(s), name of the aquifer, and court case number (s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
11) The applicant shall call for and divert to beneficial use, the surface water rights attributable to these lands, to the extent it is available.
12) A metering method must be established for this well pursuant to the Rules Governing the Measurement of Ground Water Diversions in the Rio Grande Basin. Meter readings and accounting must be submitted annually or more frequently to the Division Engineer as required.
13) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

**WELL PERMIT NUMBER 90472-F**

**RECEIPT NUMBER 10046127**

NOTICE: You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)

NOTE: The WDID for this well is 2009558.



Date Issued: 12/5/2025

Issued By DARIN SCHEPP

Well must be constructed by N/A

# THE COLORADO FARM BREWERY DIVISION OF LAND

LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO.

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS that the undersigned are the owners of that real property situated in Alamosa County, Colorado, lying within the exterior boundaries of THE COLORADO FARM BREWERY DIVISION OF LAND, located within the Northwest 1/4 of Section 4, Township 36 North, Range 9 East, New Mexico Principal Meridian, Alamosa County, Colorado.

FURTHER THAT the undersigned has caused said real property to be laid out and surveyed as THE COLORADO FARM BREWERY DIVISION OF LAND according to Article VI, Paragraph 6.1 of the Alamosa County Subdivision Regulations, and do hereby set apart the following:

1. Any and all existing easements including, but not limited to those shown on the accompanying plat.
2. Rights-of-Way for the existing County Roads as shown on the accompanying plat.

SIGNED: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
 D. Wayne Cody Sandra A. Cody

STATE OF COLORADO }  
 COUNTY OF ALAMOSA } SS

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by D. Wayne Cody and Sandra A. Cody. Witness my hand and seal.

My Commission expires \_\_\_\_\_

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

Address: \_\_\_\_\_

**PLANNING COMMISSION CERTIFICATE**

APPROVED, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, County Planning Commission, Alamosa County Colorado.

SIGNED: \_\_\_\_\_  
 Chairman

**COMMISSIONERS' CERTIFICATE**

APPROVED, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, Board of Commissioners, Alamosa County, Colorado. This approval does not guarantee that the size or soil conditions on any lot hereon are such that a building permit may be issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs and sidewalks shall be financed by others and not the County of Alamosa, AND FURTHER that this approval does not in any way guarantee or indicate that either water or well permits or subsurface sewage disposal permits are available for any of the tracts shown hereon. The roads, as shown on the Plat, dedicated to the public use, are accepted by the County of Alamosa on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

ATTEST: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
 Clerk of Board Chairman

**CLERK AND RECORDER'S CERTIFICATE**

STATE OF COLORADO }  
 COUNTY OF ALAMOSA }

I hereby certify that this instrument was filed in my office at \_\_\_\_ o'clock, \_\_\_\_ m., this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, and is duly recorded under Reception No. \_\_\_\_\_, and is Filed in Plat Cabinet \_\_\_\_\_ at Map No. \_\_\_\_\_.

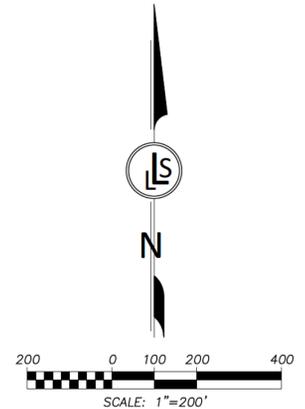
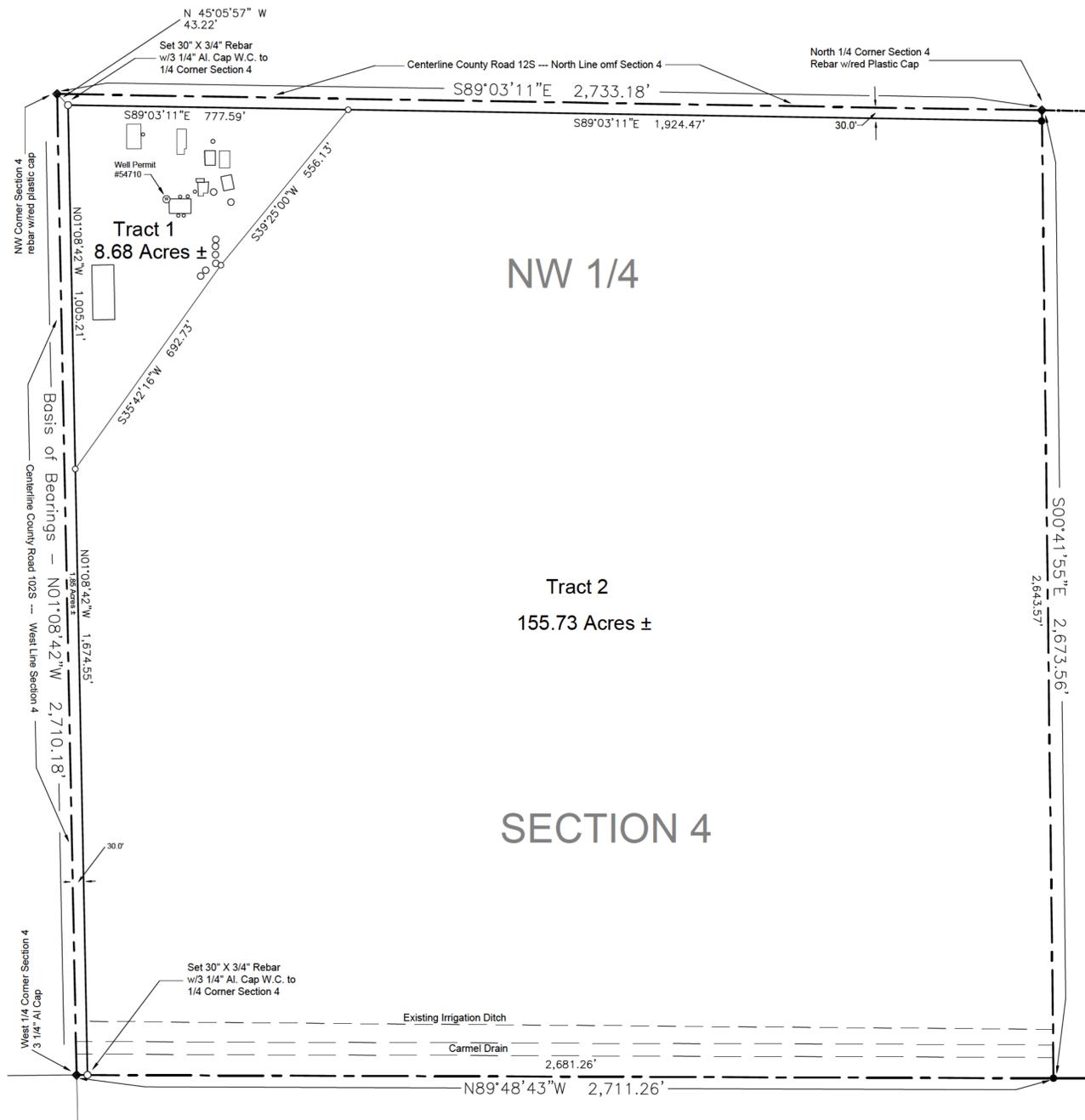
SIGNED: \_\_\_\_\_  
 Recorder

**Surveyor's Certificate**

I, Mark S. Luchetti, being a duly registered Land Surveyor in the State of Colorado, do hereby certify that this Plat of Survey was prepared from the field notes of an actual survey performed by me, or under my direct supervision, and is true and correct to the best of my knowledge and belief.

Mark S. Luchetti CO PLS 18468

Date \_\_\_\_\_



BEARINGS as shown hereon were determined from GPS observations. All bearings depicted hereon are referenced to the West Line of Section 4, monumented as shown.

**LEGEND**

- ◆ Found Section or Quarter Corner as indicated
- 2 1/2" Iron Pipe with Brass Pipe Cap (Government Resettlement Corner)
- Set 24"x5/8" Rebar with 1 1/2" Aluminum Cap Marked CO PLS 18468
- Set 30"x3/4" Rebar with 3 3/4" Aluminum Cap Marked CO PLS 18468
- Section or Quarter Section Line
- Property Boundary Line
- Interior Tract Line

**ACREAGE TABULATION**

TRACT 1	8.68 Acres±
TRACT 2	155.73 Acres±
COUNTY ROAD 102S	1.85 Acres±
<b>TOTAL ACREAGE</b>	<b>166.26 Acres±</b>

SECTION 4



LOCATION INSET  
 NOT TO SCALE

NOTICE: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

**LUCHETTI LAND SURVEYING, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 8591 HWY. 285 SO.  
 ALAMOSA, COLORADO 81101  
 (719) 589-3275

**THE COLORADO FARM BREWERY  
 DIVISION OF LAND**  
 LOCATED WITHIN THE NW 1/4 OF  
 SECTION 4, T.36N., R.9E., N.M.P.M.

ALAMOSA COUNTY COLORADO

DRAWN BY: MSL PROJECT NO.: 2025 - 10A DATE: NOVEMBER 2025

# Alamosa County, CO

## Summary

**Parcel Number** 555904200117  
**Property Address** ROAD 012 SOUTH 02064 & 02  
**Legal Description** W2NW4 4 36 9 80A (WAV) E2NW4 4 36 9 80A (WAV) JWD REC #337459 01-22-09  
 (Note: Not to be used on legal documents)  
**Acres** 158  
**Neighborhood** 1100 NBHD 11 (1100)  
**Tax District** 114  
**Section** 4  
**Township** 36  
**Range** 9



## Owners

Disclaimer: Mailing address is used for Alamosa County ad valorem taxation purposes.  
[CODY D WAYNE & CODY SANDRA A](#)  
 2522 CNTY ROAD 12 SOUTH  
 ALAMOSA, CO 81101

## Land

Land Use	Units	Unit Type	Frontage	Depth
OTHER AG	1	UT	0	0
DWS IIIC DEEP WELL S	51	AC	0	0
DWS IVC DEEP WELL S	12	AC	0	0
VIC CORNER	15	AC	0	0
DWS IIIC DEEP WELL S	63	AC	0	0
VIC CORNER	17	AC	0	0

## Valuation

Assessed Year	2025	2024	2023	2022	2021
Building Value	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Land Value	\$103,803.00	\$94,932.00	\$94,932.00	\$90,340.00	\$90,340.00
Extra Features Value	\$371,520.00	\$342,648.00	\$342,648.00	\$288,917.00	\$288,917.00
<b>Total Value</b>	<b>\$475,323.00</b>	<b>\$437,580.00</b>	<b>\$437,580.00</b>	<b>\$379,257.00</b>	<b>\$379,257.00</b>

## Sales

Sale Date	Document Number	Instrument	Qualification	Sale Price
1/22/2009	337459	JW	U	\$50,000
6/15/2000	298340	WD	U	\$0
3/5/1969		WD	U	\$14,500
2/28/1953		WD	U	\$0

## Yard Extras

Year Built	Dimensions	Yard Extra Count	Description	Unit Type
2011	0x0x0	5	AG SPT BLD	UT
2017	0x0x0	9	OTHER AG	UT
2017	0x0x0	10	OTHER AG	UT
1934	0x0x0	1	OTHER AG	UT
2019	0x0x0	11	OTHER AG	UT
2022	0x0x0	12	OTHER AG	UT
1900	0x0x0	2	AG SPT BLD	UT
1900	0x0x0	3	GRAIN BIN	UT
1997	0x0x0	4	AG SPT BLD	UT
1971	0x0x0	7	AG SPT BLD	UT
1971	0x0x0	6	OTHER AG	UT
1971	0x0x0	8	OTHER AG	UT
2020	0x0x0	13	OTHER AG	UT

**Tax Statements**

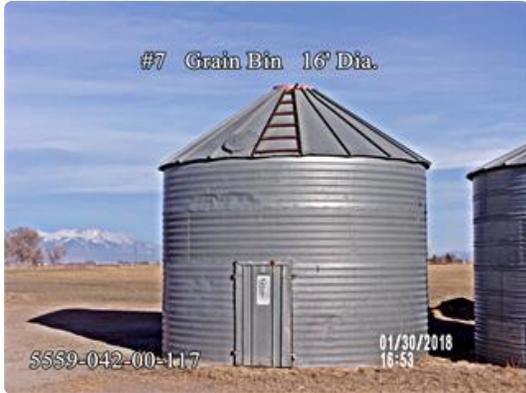
Empty rectangular boxes for tax statements, arranged vertically.

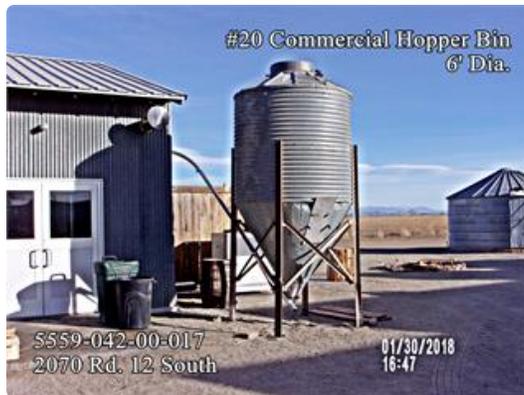
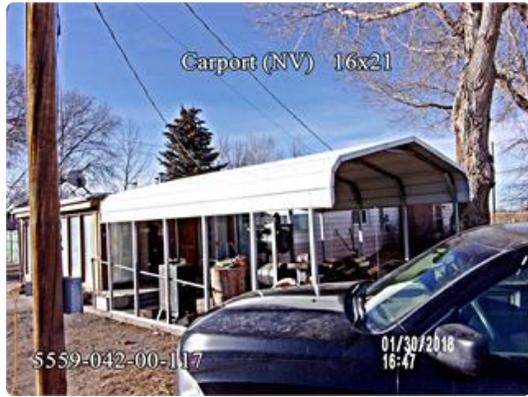
**Sketches**

Empty rectangular box for sketches.

**Photos View**









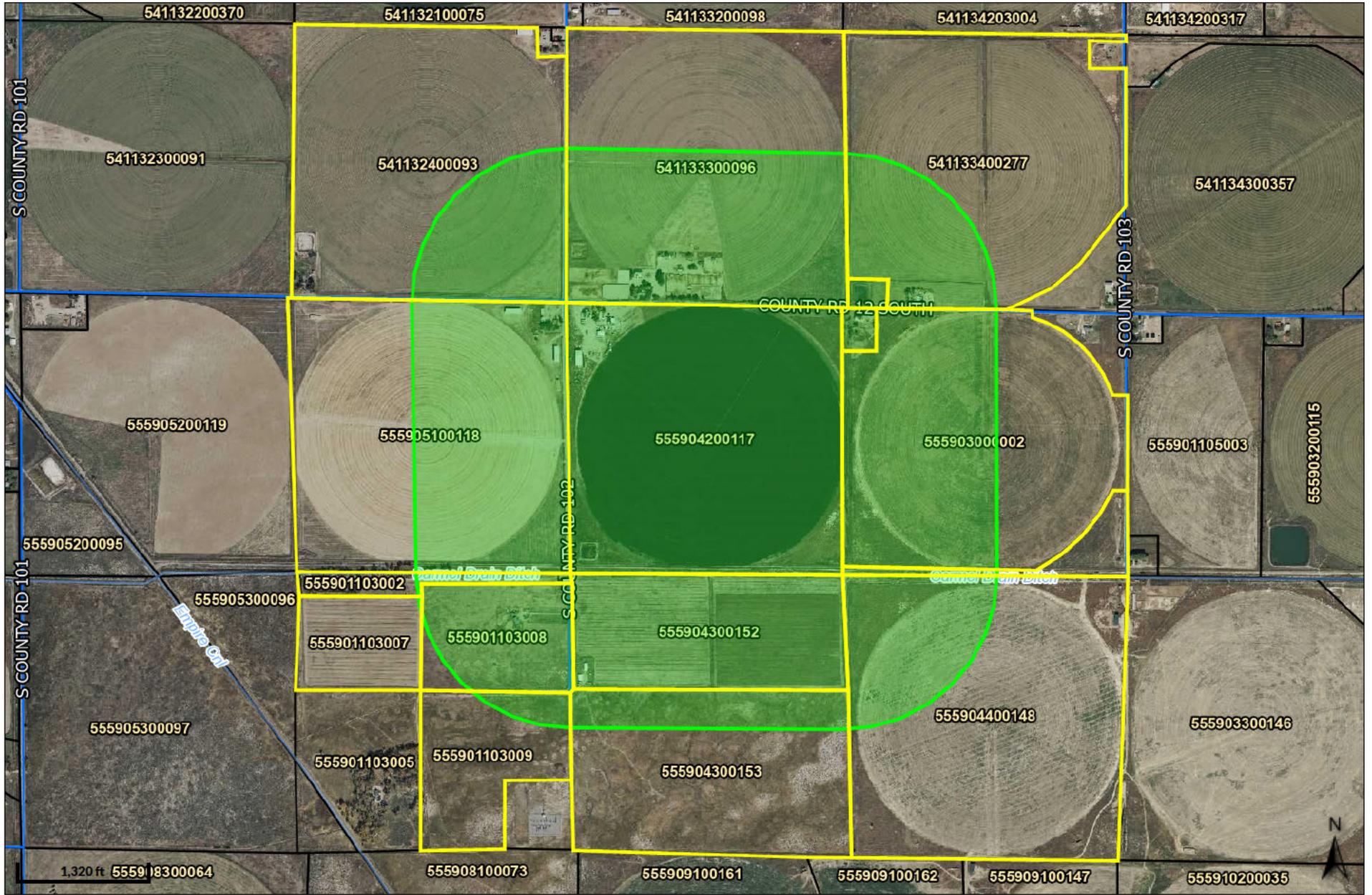


No data available for the following modules: Buildings, Photos.



[User Privacy Policy](#) [GDPR Privacy Notice](#)  
Last Data Upload: 12/30/2025, 8:28:38 PM

# Wayne Cody Minor Subdivision



## EXHIBIT 14

## Wayne Cody 1500 ft neighbor list

ParcelId	OwnerName	OwnerAddress1	OwnerCityStZip
555905100118, 541133400277 & 541132400093	WIESCAMP GRANT H & WIESCAMP MICHELLE S	10505 CO RD 102 SO	ALAMOSA CO 81101
555901103007 & 555901103002	STAGNER DONALD W & SHIRLEY M	12501 RD 102 SO	ALAMOSA CO 81101
555901103008	FALKENTHAL ERIC W & LINDA H	12571 CNTY ROAD 102 SO	ALAMOSA CO 81101
555904300152	COLEMAN STEPHEN P & MCKEE TINA M	12710 CNTY RD 102 SOUTH	ALAMOSA CO 81101
555901103009, 555903000003 & 555904300153	BAGWELL ANTHONY R &, BAGWELL JOANN	12755 ROAD 102 SOUTH	ALAMOSA CO 81101
555904400148	DECLERCK FARMS INC	1864 EAST 1780 NORTH ROAD	STONINGTON IL 62567
541133300096	ALLEN RYAN B & JEANNIE	2137 RD 12 SOUTH	ALAMOSA CO 81101
555903000002, 555903000004 & 555904200117	CODY D WAYNE & SANDRA	2522 CNTY RD 12 SO	ALAMOSA CO 81101
541120400011	SANCHEZ SHEILA E & SANCHEZ CHARLES H	2631 CTY RD 12 S	ALAMOSA CO 81101



**CORRECTED PUBLIC NOTICE**

Land Use Office • 8999 Independence Way #100 • Alamosa, CO 81101  
Email: [landuse@alamosacounty.org](mailto:landuse@alamosacounty.org) • Phone: 719-589-3812

12/10/2025

SANCHEZ SHEILA E & SANCHEZ CHARLES H  
2631 CTY RD 12 S  
ALAMOSA CO 81101

Dear Property Owner(s) of Parcel# 541120400011

This letter corrects a prior letter you may have received. The prior letter incorrectly identified the proposal as a diesel equipment repair shop. The applicant D. Wayne Cody is actually requesting a minor subdivision to separate the corner of his property housing the Colorado Farm Brewery from the farm circle.

Pursuant to Article 8 of the Alamosa County Land Use and Development Code, I am writing to inform you that D. Wayne Cody has submitted an application for a **Minor Subdivision** on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**. The applicant is requesting approval to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.

**The legal description of the property is: The Northwest 1/4 of Section 4, Township 36 North, Range 9 East, of the New Mexico Principal Meridian, County of Alamosa, State of Colorado.**

This application will be heard before the Alamosa Planning Commission on **Wednesday, January 14, 2026** at 6:00 PM and again before the Alamosa Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 AM. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

As a neighboring property owner, you are encouraged to participate in the public hearing. You are welcome to join the meeting in person or via [Zoom Meeting ID #270-314-6874](#) or call in 719-359-4580 or 253-215-8782 and use Meeting ID# 270-314-6874.

Details regarding this application are available for public inspection in the Alamosa County Land Use Office 8999 Independence Way, Suite 100, during regular office hours. If you have any questions regarding this application, you may contact me at the above telephone number.

Sincerely,

Richard Hubler  
Land Use Administrator

## EXHIBIT 16

**From:** [Frank Wirth](#)  
**To:** [Darcy Barraclough](#)  
**Subject:** Re: agency review request  
**Date:** Monday, December 1, 2025 2:29:20 PM

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Darcy,

I have reviewed both land use applications and have no concerns about them proceeding forward.

Thanks,

Frank

**Frank Wirth Jr.**

Fire Chief

Alamosa Fire Department

425 Fourth Street

PO Box 419

Alamosa, CO 81101

719-587-2530 (Office)

719-670-0010 (Cell)

On Mon, Dec 1, 2025 at 12:43 PM Darcy Barraclough <[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)> wrote:

Good Day,

Your agency has been selected by Alamosa County to provide input on the below land use application(s) before Alamosa County.

1. D. Wayne Cody has submitted an application for a **Minor Subdivision** on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**. The applicant is proposing to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.
2. Angel Rubio-Mix has submitted an application for a **Major Site Plan** on property currently addressed as **2542 S County Rd 100 (Parcel 528736401051)**. The applicant is proposing to develop and operate a diesel equipment repair shop as a repair, general use. This property is in the **Industrial (I)** zone district.

Please review the attached information and provide any comments relevant to:

- How these proposals may affect the services you provide.

- Concerns you may have about impacts.
- Suggestions for modifications to the proposal.

These applications are scheduled for a Public Hearing before the Alamosa County Planning Commission on **Wednesday, January 14, 2026** at 6:00 P.M. and before the Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 A.M. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

If you wish to comment on these applications, please submit your response in writing or by email to the Alamosa County Land Use Office by **Monday, December 29**. You are also welcome to participate during the public hearings noted above in person or via Zoom Meeting <https://zoom.us/j/2703146874>

Further details regarding this application are available upon request. If you have any questions, please contact me at 719-589-3812 or [dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

Thank You,

**Darcy Barraclough**

*Planner*

*Alamosa County Land Use and Building Dept.*

[8999 Independence Way, Suite 100](#)

[Alamosa, CO 81101](#)

719-589-3812

[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

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

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**Richard Hubler**

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**From:** Ronnie Medina <ronnie.medina@alamosacounty.org> on behalf of Ronnie Medina  
**Sent:** Monday, December 8, 2025 5:06 PM  
**To:** Darcy Barraclough  
**Cc:** rjackson@alamosacounty.org; mswoods@alamosacounty.org; kanderson@alamosacounty.org; fwirth@alamosa.gov; moscahoopercd1@gmail.com; Richard Hubler  
**Subject:** Re: agency review request

Good afternoon,

From Alamosa County Road & Bridge prospective;

Applicant D. Wayne Cody for Minor Subdivision Parcel 555904200117.

This proposal will not affect services my department provides. There are no concerns and no suggestions or modifications to this proposal.

Applicant Angel Rubio-Mix for Major Site Plan Parcel 528736401051.

This proposal will not affect services my department provides. There are no concerns and no suggestions or modifications to this proposal.

Ronnie Medina  
Alamosa County Road and Bridge Director  
8663 S CR 109  
Alamosa CO. 81101  
Phone 719.589.6262  
Cell 719.850.2993

On Mon, Dec 1, 2025 at 12:43 PM Darcy Barraclough <[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)> wrote:

Good Day,

Your agency has been selected by Alamosa County to provide input on the below land use application(s) before Alamosa County.

1. D. Wayne Cody has submitted an application for a **Minor Subdivision** on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**. The applicant is proposing to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.
2. Angel Rubio-Mix has submitted an application for a **Major Site Plan** on property currently addressed as **2542 S County Rd 100 (Parcel 528736401051)**. The applicant is proposing to develop and operate a diesel equipment repair shop as a repair, general use. This property is in the **Industrial (I)** zone district.

Please review the attached information and provide any comments relevant to:

- How these proposals may affect the services you provide.
- Concerns you may have about impacts.
- Suggestions for modifications to the proposal.

These applications are scheduled for a Public Hearing before the Alamosa County Planning Commission on **Wednesday, January 14, 2026** at 6:00 P.M. and before the Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 A.M. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

If you wish to comment on these applications, please submit your response in writing or by email to the Alamosa County Land Use Office by **Monday, December 29**. You are also welcome to participate during the public hearings noted above in person or via Zoom Meeting <https://zoom.us/j/2703146874>

Further details regarding this application are available upon request. If you have any questions, please contact me at 719-589-3812 or [dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

Thank You,

**Darcy Barraclough**

*Planner*

*Alamosa County Land Use and Building Dept.*

*[8999 Independence Way, Suite 100](#)*

*[Alamosa, CO 81101](#)*

719-589-3812

[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

**Richard Hubler**

---

**From:** Boyle - DNR, Kevin <kevin.boyle@state.co.us> on behalf of Boyle - DNR, Kevin  
**Sent:** Monday, December 15, 2025 8:54 AM  
**To:** Darcy Barraclough  
**Cc:** Heather@slvwcd.org; kyle.mcmillan@state.co.us; Richard Hubler  
**Subject:** Re: agency review request

Ms. Barraclough,

Thank you for providing us with the applications in front of the Alamosa County Planning Commission. Below are our comments. Please let us know if you have any questions.

Rubio-Mix:Our review showed that this property is served by well permit no. 339417, an exempt commercial well. Under well permit no. 339417, water may be used for drinking/sanitary use in a commercial business. Up to 1/3 of an acre-foot may be withdrawn annually, the well must be metered, and all returned flows must be returned via a non-evaporative wastewater system. This well is a legal water supply for this proposal.

Cody: Our review showed that the property is served by well permits no. 90473-F and 54710-A. These permits are issued to one well structure. Permit no. 90473-F allows for use in commercial malt house and brewery. Well permit no. 54710-A allows for domestic use. This well does not encumber any land and would not be affected if this request is granted.

**Kevin Boyle, P.E.**  
**Assistant Division Engineer**  
Division 3  
(719) 589-6683 ext. 3119



[kevin.boyle@state.co.us](mailto:kevin.boyle@state.co.us) | [www.dwr.colorado.gov](http://www.dwr.colorado.gov)

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On Mon, Dec 1, 2025 at 12:47 PM Darcy Barraclough <[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)> wrote:

Good Day,

Your agency has been selected by Alamosa County to provide input on the below land use application(s) before Alamosa County.

1. D. Wayne Cody has submitted an application for a **Minor Subdivision** on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**. The applicant is proposing to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.
2. Angel Rubio-Mix has submitted an application for a **Major Site Plan** on property currently addressed as **2542 S County Rd 100 (Parcel 528736401051)**. The applicant is proposing to develop and operate a diesel equipment repair shop as a repair, general use. This property is in the **Industrial (I)** zone district.

Please review the attached information and provide any comments relevant to:

- How these proposals may affect the services you provide.
- Concerns you may have about impacts.
- Suggestions for modifications to the proposal.

These applications are scheduled for a Public Hearing before the Alamosa County Planning Commission on **Wednesday, January 14, 2026** at 6:00 P.M. and before the Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 A.M. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

If you wish to comment on these applications, please submit your response in writing or by email to the Alamosa County Land Use Office by **Monday, December 29**. You are also welcome to participate during the public hearings noted above in person or via Zoom Meeting <https://zoom.us/j/2703146874>

Further details regarding this application are available upon request. If you have any questions, please contact me at 719-589-3812 or [dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

Thank You,

**Darcy Barraclough**

*Planner*

*Alamosa County Land Use and Building Dept.*

[8999 Independence Way, Suite 100](#)

[Alamosa, CO 81101](#)

719-589-3812

[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

**ALAMOSA COUNTY  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that a Public Hearing will be held before the Alamosa Planning Commission on **Wednesday, January 14, 2025** at 6:00 PM and again before the Alamosa Board of County Commissioners on **Wednesday, February 11, 2025** at 8:30 AM, in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado for the purpose of considering an application for a **Minor Subdivision** submitted by D. Wayne Cody on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**.

The applicant is proposing to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.

**The legal description of the property is: The Northwest 1/4 of Section 4, Township 36 North, Range 9 East, of the New Mexico Principal Meridian, County of Alamosa, State of Colorado.**

Details regarding this application are available for public inspection in the Alamosa County Land Use Office at 8999 Independence Way Suite 100 during regular office hours or at (719) 589-3812.

Darcy Barraclough  
Alamosa County Planner

Published in the Valley Courier 11/29/2025



Land Use Office • 8999 Independence Way #100 • Alamosa, CO 81101  
Email: [landuse@alamosacounty.org](mailto:landuse@alamosacounty.org) • Phone: 719-589-3812

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January 6, 2026

D. Wayne & Sandra A. Cody  
2522 County Td 12 S  
Alamosa, CO 81101

wayne\_cody@msn.com

Dear Applicant(s):

Your application for a Minor Subdivision has been scheduled before the Alamosa County Planning Commission for Wednesday **January 14, 2026 at 6:00 p.m.** and before the Board of County Commissioners for Wednesday **February 11, 2026 at 8:30 a.m.** in the Alamosa County Services Center, 8900 Independence Way, Alamosa, CO 81101.

It is imperative that you or someone acting as your representative be present at this meeting to answer questions the Board may have. Should you decide to appoint a representative, please submit a notarized letter of your appointee to the Land Use Office prior to the scheduled Board meeting.

You are welcome to join the meeting in person or via [Zoom Meeting ID #270-314-6874](#) or call in 719-359-4580 or 253-215-8782 and use Meeting ID# 270-314-6874.

If you have questions or concerns, please call at (719) 589-3812 or email me at [rhubler@alamosacounty.org](mailto:rhubler@alamosacounty.org).

Thank you,

Richard Hubler,  
Land Use Administrator

## Warranty Deed

THIS DEED, made this 22<sup>nd</sup> day of December 2025, between

**D. Wayne Cody and Sandra Cody a/k/a Sandra A. Cody**

of the County of Alamosa, State of Colorado, Grantors, and

**Ryan B. Allen and Jeannie Allen as Joint Tenants**

whose legal address is 2137 Road 12 South, Alamosa, CO 81101; Grantees

**WITNESSETH**, That the Grantors, for and in consideration of the sum of **TWO MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,200,000.00)**, 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, not in tenancy in common but in **joint tenancy**, all the real property, together with improvements, if any, situate, lying and being in the County of **Alamosa** and the State of **Colorado**, described as follows:

**Property 1:**

**Tract 1A of the Cody Division of Land No. 2, the plat of which was recorded December 1, 2005 at Reception No. 324385, County of Alamosa, State of Colorado.**

**Property 2:**

**The Northwest 1/4 of Section 4, Township 36 North, Range 9 East, of the N.M.P.M., County of Alamosa, State of Colorado less and except Lot 4 of Section 4, Township 36 North, Range 9 East, of the N.M.P.M., County of Alamosa, State of Colorado.**

Also known as street and number: **2064 & 2070 County Road 12 South, Alamosa, CO 81101**

Assessor's schedule or parcel number: **555903000002, 555904200117,.**

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, interest, claim and demand whatsoever of the Grantors, 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, successors and assigns forever. And the Grantors, for themselves, their heirs, and personal representatives, do covenant, grant, bargain and agree to and with the Grantees, their heirs, successors and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have 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 all statutory exceptions as defined in §38-30-113(5)(a), C.R.S..

The Grantors shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantees, their heirs, 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.



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*Gloria Clayton*

Authorized Countersignature  
Allpine Title, Inc.

Alamosa, CO 81101



*Frederick H. Eppinger*

Frederick H. Eppinger, President and CEO

*David Hisey*

David Hisey, Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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AMERICAN  
LAND TITLE  
ASSOCIATION



ALTA Commitment for Title Insurance (07-01-2021)

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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ALTA Commitment for Title Insurance (07-01-2021)



## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. CLAIMS PROCEDURES

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ALTA Commitment for Title Insurance (07-01-2021)



This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### **10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

#### **11. ARBITRATION**

The Policy contains an arbitration clause. AH arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

### **STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: A-25-1178

ALTA Commitment for Title Insurance (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Alpine Title, Inc.  
Issuing Office: 225 6th Street, STE D  
Alamosa, CO 81101  
Issuing Office's ALTA® Registry ID: 1179868  
Loan ID Number:  
Commitment Number: A-25-1178  
Issuing Office File Number: A-25-1178  
Property Address: 2064 & 2070 County Road 12 South, Alamosa, CO 81101  
Revision Number:

1. **Commitment Date:** November 30, 2025 at 8:00 AM

2. <b>Policy to be issued:</b>	<b>Proposed Amount of Insurance</b>
(a) 2021 ALTA Owner's Policy	
Proposed Insured: Blue Allen and Jeannie Allen	\$100,000.00

3. **The estate or interest in the Land at the Commitment Date is:**  
fee simple

4. **The Title is, at the Commitment Date, vested in:**  
D. Wayne Cody and Sandra A. Cody

5. **The Land is described as follows:**  
See Exhibit "A" Attached Hereto.

**ALLPINE TITLE, INC.**



\_\_\_\_\_  
Authorized Countersignature

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File No.: A-25-1178  
ALTA Commitment for Title Insurance Schedule A (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**STATEMENT OF CHARGES**

These charges are due and payable before a policy can be issued:

		<b>Premium</b>
(a) 2021 ALTA Owner's Policy		\$645.00
	<b>Total Premium:</b>	<b>\$645.00</b>
	Tax Certificate	

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File No.: A-25-1178

ALTA Commitment for Title Insurance Schedule A (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** A-25-1178

\*\*\*LEGAL DESCRIPTION to be updated upon receipt of recorded plat.\*\*\*

Lot 4 in Section 4, Township 36 North, Range 9 East of the N.M.P.M., County of Alamosa, State of Colorado

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File No.: A-25-1178

ALTA Commitment for Title Insurance Schedule A (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: A-25-1178

## Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Release of the Deed of Trust to the Public Trustee of the county in which the property is located, from D. Wayne Cody and Sandra A. Cody for the benefit of RG Bank, a Savings and Loan Association to secure an indebtedness in the principal sum of \$1,499,333.40 and any other amounts and/or obligations secured thereby, dated May 12, 2025 and recorded on May 16, 2025, at Reception No. 394855.
6. A Satisfactory Plat must be furnished to the Company. Exception will be taken to adverse matters disclosed thereby.
7. The Warranty Deed must be sufficient to convey to the Proposed Insured, Schedule A, Item 2A, the fee simple estate or interest in the land described or referred to herein.

Note: C.R.S. 38-35-109(2) requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the Deed to be recorded.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: A-25-1178

## Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
6. Any and all unpaid taxes, assessments and unredeemed tax sales. Note: This exception will be modified in the final policy to reflect only those taxes and assessments that are a lien, but not yet due and payable.

NOTE: The property insured hereunder may be subject to inclusion in special taxing districts. Please contact the local taxing authority for further information.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used In connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises, as reserved in Patent of record, dated January 17, 1890, Serial No. COCOAA 035619.
9. Right of Way granted to The Conejos Drainage & Irrigation Company by instrument recorded January 26, 1923 at Reception No. 19627 in Book 38 at Page 403 & 404.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: A-25-1178

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



10. Those Items contained in Petition for the Formation of a Drainage District recorded in Book 19 at Page 491.
11. Quit Claim Deed to The Commonwealth Irrigation Company recorded September 13, 1955 at Reception No. 118649.
12. Those items contained in Contract with The Waverly Drainage District No. 1 recorded June 17, 1959 at Reception No. 131009.
13. A non-exclusive Easement for ingress and egress as granted and set forth in instrument recorded August 25, 2006 at Reception No. 327743.
14. Those items indicated on Wayne Cody Mortgage Survey by Luchetti Land Surveying, Inc., dated January 15, 2009, Project No. 2009-01A.
15. Those Items contained In resolution 2017·SUP-2 (Special Use Permit) recorded May 18, 2017 at Reception No. 366247.
16. Subject to terms and conditions set forth in Cash Farm Leases recorded June 5, 2025 at Reception Nos. 395038 and 395039 in the [official records](#) .
17. \*\*\*To be updated upon receipt of recorded plat.\*\*\*  
Those items as shown on plat recorded {recording\_info\_1}, including but not limited to all plat notes, easements, rights-of-way and encroachments.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: A-25-1178

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF ALAMOSA COUNTY**

**RESOLUTION NO: 2022-SUP-10**

**RE: APPLICATION OF JOSHUA CODY ON BEHALF OF COLORADO FARM BREWERY, LLC AND COLORADO MALTING COMPANY, LLC TO AMEND SPECIAL USE PERMIT 2017-SUP-2 LOCATED ON PROPERTY IN SECTION 4, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE N.M.P.M. LOCATED IN THE COUNTY OF ALAMOSA, STATE OF COLORADO.**

---

Commissioner Laske moved for the adoption of the following resolution. Commissioner Heersink seconded the motion.

WHEREAS, Joshua Cody of Colorado Farm Brewery, LLC and Colorado Malting Company, LLC has submitted an application to amend Special Use Permit 2017-SUP-2 regarding certain agritourism activities on the following property:

**The NW ¼ of Section 4, Township 36 North, Range 9 East, of the N.M.P.M., County of Alamosa, State of Colorado, parcel no. 555904200117**

said property being zoned Rural (RU); and

WHEREAS, The initial special use permit approved certain agritourism activities, but did not include specific activities such as overnight parking, live music, food trucks, and other outdoor seating events; and

WHEREAS, The operations of the applicant have grown to include such events, and the applicant now desires to amend its application; and

WHEREAS, A public hearing was held before the Alamosa County Planning Commission on October 12, 2022, following proper notice to the public and the Planning Commission recommended approval of the application with certain conditions; and

WHEREAS, A public hearing was held on November 16, 2022, before the Board of County Commissioners of Alamosa County, following proper notice to the public and no one spoke against the application; and

WHEREAS, Proper notice was provided as required by law; and

WHEREAS, The Board of County Commissioners has considered the application, and the evidence presented, including testimony by the applicant and witnesses, and exhibits entered into the record and finds that the application meets all the requirements of the Alamosa County Land Use and Development Code pertaining thereto; and

WHEREAS, The proposed application is consistent with the objectives and purposes of the Alamosa County Land Use and Development Code; and

WHEREAS, The Board of County Commissioners hereby adopts and makes the findings set forth in the staff report except as amended herein.

**NOW, THEREFORE, BE IT RESOLVED** that the special use permit 2017-SUP-2 is hereby amended by this Resolution, and the application to allow for expanded activities of agritourism on the above-mentioned property is hereby **GRANTED** as a special use pursuant to the Alamosa County Land Use and Development Code under Article 8, Section 8.8 subject to the following conditions:

1. Live bands and similar entertainment performances shall be permitted until 10pm so long as noise levels are consistent with CRS § 25-12-103 and are not otherwise a nuisance as determined by the county.
2. Food trucks and other food service operations shall be allowed provided they meet the state and county rules and regulations of the Retail Food Establishment (RFE) program.
3. Alcohol service, sales, and on-site consumption shall be allowed and shall meet all licensing requirements and regulations of the county and state.
4. Harvest Hosts, overnight camping, or similar temporary occupancy shall not be allowed unless the Applicant obtains a Temporary Use / Special Event Permit or Special Use Permit consistent with LUDC regulations, specifically those regarding Campgrounds/RV parks and Temporary Uses.
5. The Applicant shall obtain all required permits from Alamosa County or the State of Colorado for building, electrical and plumbing work.
6. Additional outdoor seating or indoor structures that increase public capacity shall only be permitted or constructed concurrent with a new OWTS or expansion of the existing OWTS.
7. Port-o-lets or other temporary chemical toilets shall be removed and shall only be allowed in the future for short-term use as part of a Temporary Use/ Special Event Permit issued by the county.
8. Applicant shall maintain a legal water supply at all times or the Special Use Permit will be voided by the County.

Roll call vote resulting in unanimous approval.

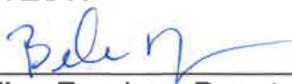
DONE THIS 16<sup>TH</sup> DAY OF NOVEMBER, 2022.



BOARD OF COUNTY COMMISSIONERS OF  
ALAMOSA COUNTY

By   
Michael Yohn, Chairman

ATTEST:

  
Belina Ramirez, Deputy Clerk of the Board

# THE COLORADO FARM BREWERY MINOR SUBDIVISION

LOCATED WITHIN LOT 4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN, ALAMOSA COUNTY, COLORADO.

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS that the undersigned are the owners of that real property situated in Alamosa County, Colorado, lying within the exterior boundaries of THE COLORADO FARM BREWERY MINOR SUBDIVISION, located within Lot 4 of the Northwest 1/4 of Section 4, Township 36 North, Range 9 East, New Mexico Principal Meridian, Alamosa County, Colorado.

FURTHER THAT the undersigned has caused said real property to be laid out and surveyed as THE COLORADO FARM BREWERY MINOR SUBDIVISION according to Article VI, Paragraph 6.1 of the Alamosa County Subdivision Regulations, and do hereby set apart the following:

1. Any and all existing easements including, but not limited to those shown on the accompanying plat.
2. Rights-of-Way for the existing County Roads as shown on the accompanying plat.

SIGNED: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
 D. Wayne Cody Sandra A. Cody

STATE OF COLORADO } SS  
 COUNTY OF ALAMOSA }

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, by D. Wayne Cody and Sandra A. Cody. Witness my hand and seal.

My Commission expires \_\_\_\_\_

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

Address: \_\_\_\_\_

**PLANNING COMMISSION CERTIFICATE**

APPROVED, this \_\_\_\_ day of \_\_\_\_\_, 202\_, County Planning Commission, Alamosa County Colorado.

SIGNED: \_\_\_\_\_  
 Chairman

**COMMISSIONERS' CERTIFICATE**

APPROVED, this \_\_\_\_ day of \_\_\_\_\_, 202\_, Board of Commissioners, Alamosa County, Colorado. This approval does not guarantee that the size or soil conditions on any lot hereon are such that a building permit may be issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, paving, grading, landscaping, curbs, gutters, street lights, street signs and sidewalks shall be financed by others and not the County of Alamosa, AND FURTHER that this approval does not in any way guarantee or indicate that either water or well permits or subsurface sewage disposal permits are available for any of the tracts shown hereon. The roads, as shown on the Plat, dedicated to the public use, are accepted by the County of Alamosa on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

ATTEST: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
 Clerk of Board Chairman

**CLERK AND RECORDER'S CERTIFICATE**

STATE OF COLORADO }  
 COUNTY OF ALAMOSA }

I hereby certify that this instrument was filed in my office at \_\_\_\_ o'clock, \_\_\_\_ m., this \_\_\_\_ day of \_\_\_\_\_, 202\_, and is duly recorded under Reception No. \_\_\_\_\_, and is Filed in Plat Cabinet \_\_\_\_\_ at Map No. \_\_\_\_\_.

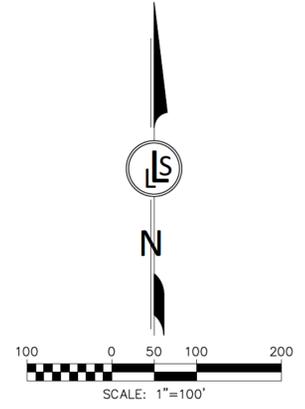
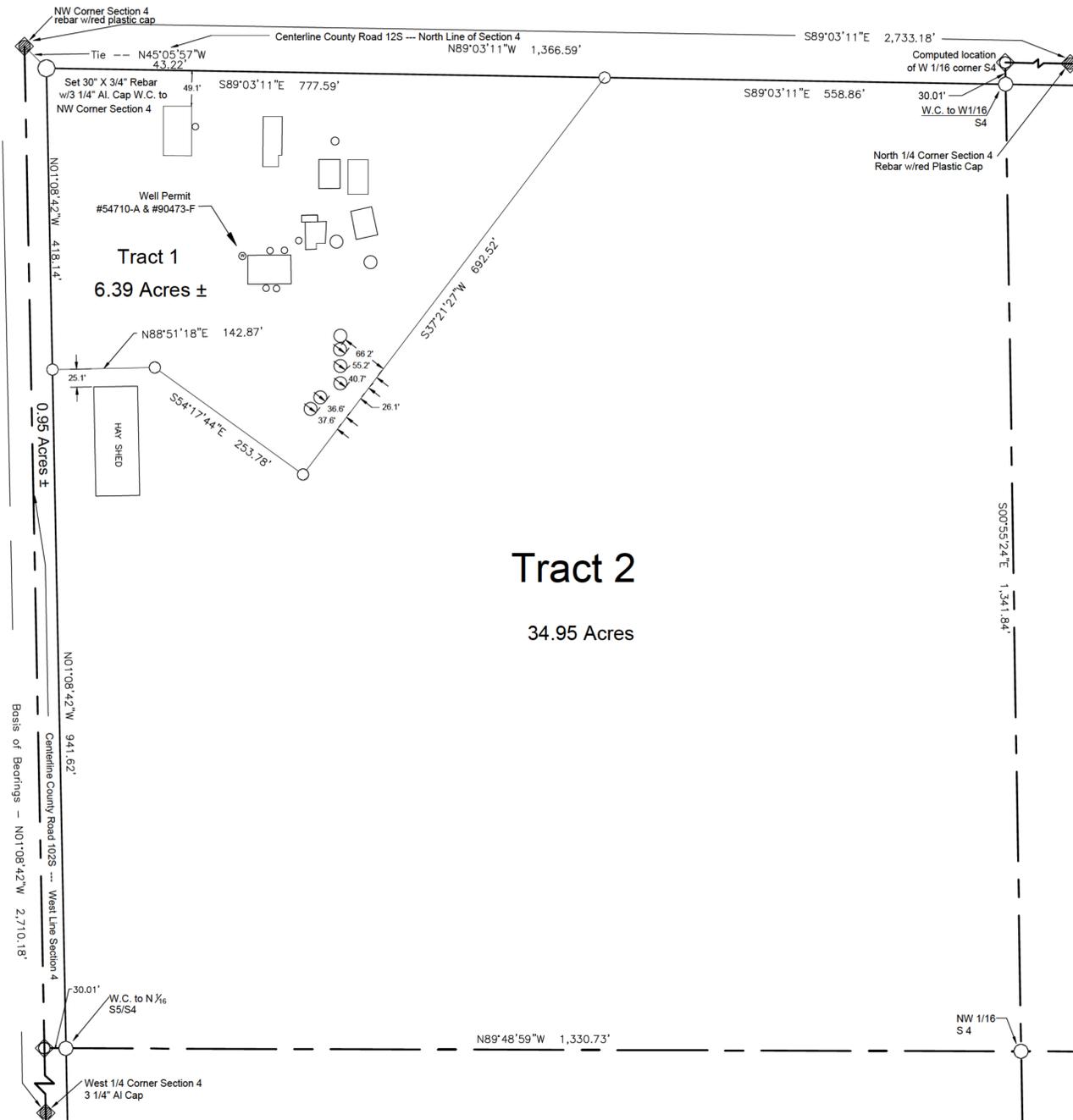
SIGNED: \_\_\_\_\_  
 Recorder

**Surveyor's Certificate**

I, Mark S. Luchetti, being a duly registered Land Surveyor in the State of Colorado, do hereby certify that this Plat of Survey was prepared from the field notes of an actual survey performed by me, or under my direct supervision, and is true and correct to the best of my knowledge and belief.

Mark S. Luchetti CO PLS 18468

Date \_\_\_\_\_



BEARINGS as shown hereon were determined from GPS observations. All Bearings depicted hereon are referenced to the West Line of Section 4, monumented as shown.

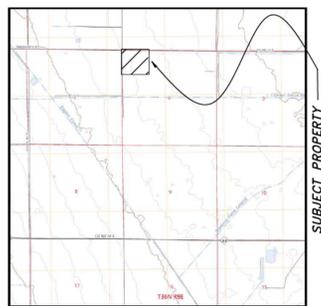
**LEGEND**

- ◆ Found Section or Quarter Corner as indicated
- ◇ Computed Position of 1/16th Corner as indicated
- Set 30"X3/4" Rebar with 3 3/4" Aluminum Cap Marked CO PLS 18468 for Reference Corner
- Set 30"X3/4" Rebar with 2" Aluminum Cap Marked CO PLS 18468 for 1/16th Section Corner or Witness Corner as indicated.
- Set 24"X5/8" Rebar with 1 1/2" Aluminum Cap Marked CO PLS 18468
- Section or Aliquot Section Line
- ==== Property Boundary Line
- - - - Interior Tract Line

**ACREAGE TABULATION**

TRACT 1	6.39 Acres±
TRACT 2	34.95 Acres±
COUNTY ROAD 102S	0.95 Acres±
<b>TOTAL ACREAGE</b>	<b>42.29 Acres±</b>

NOTICE: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



LOCATION INSET  
 NOT TO SCALE

**LUCHETTI LAND SURVEYING, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 8591 HWY. 285 SO.  
 ALAMOSA, COLORADO 81101  
 (719) 589-3275

**THE COLORADO FARM BREWERY MINOR SUBDIVISION**  
 LOCATED WITHIN LOT 4 OF THE NW 1/4 OF SECTION 4, T.36N., R.9E., N.M.P.M.

ALAMOSA COUNTY COLORADO  
 DRAWN BY: MSL PROJECT NO.: 2025 - 10A DATE: NOVEMBER 2025



**Angel Rubio-Mix  
MAJOR SITE PLAN  
SP 26-001**

---

**January 14, 2026 - PLANNING COMMISSION 6:00 PM  
February 11, 2026 - BOCC 8:30 AM**

**LIST OF EXHIBITS**

1. STAFF REPORT
2. APPLICATION
3. RECEIPT OF PAYMENT
4. DEED
5. OWNERSHIP & ENCUMBRANCE REPORT
6. CERTIFICATE OF TAXES DUE
7. WELL PERMIT
8. SITE PLAN
9. ASSESSOR RECORD
10. GIS NOTIFICATION AERIAL MAP
11. LIST OF ADJOINING PROPERTY OWNERS
12. EXAMPLE LETTER TO NEIGHBORS
13. ACFPD COMMENTS
14. ROAD & BRIDGE COMMENTS
15. CDOT COMMENTS
16. DWR COMMENTS
17. PUBLIC NOTICE
18. NOTICE TO APPLICANT
19. SITE PLAN UPDATED FEBRUARY 4, 2026
20. WASTE MANAGMENT PLAN

**Alamosa County  
Land Use & Building Department  
Case Memorandum**



**County Commission Meeting**

**Date:** February 11, 2026  
**Case Number:** SP 26-001  
**Applicant:** Angel Rubio-Mix  
**Prepared By:** Richard Hubler, Director & Darcy Barraclough, Planner

**Subject:**

Angel Rubio-Mix, Applicant, is requesting approval of a **Major Site Plan** to develop and operate a diesel equipment repair shop as a vehicle repair use on property currently addressed as 2542 S County Rd 100 (Parcel 528736401051). This property is in the Industrial (I) zone district.

The legal description of the property is: Tract 2, Mid-Valley Commercial Subdivision Exemption, according to the plat recorded September 21, 1979 at Reception No. 204961, County of Alamosa, State of Colorado; Saving and Excepting therefrom that portion described in the amended rule and order in favor of the Department of Transportation, State of Colorado, recorded March 17, 1999 at Reception No. 292140, County of Alamosa, State of Colorado; and Also Saving and Excepting therefrom that portion described in Warranty Deed to the Department of Transportation, State of Colorado, recorded November 17, 2011 under Reception No. 347310, County of Alamosa, State of Colorado; and Further Saving and Excepting therefrom that portion described in Warranty Deed to the Department of Transportation, State of Colorado, recorded April 15, 2013 at Reception No. 352471, County of Alamosa, State of Colorado.

**Public Notice Process:**

Public Notice was published in the Valley Courier on November 29, 2025. Neighbor notification letters for 15 property owners were mailed on December 3, 2025.

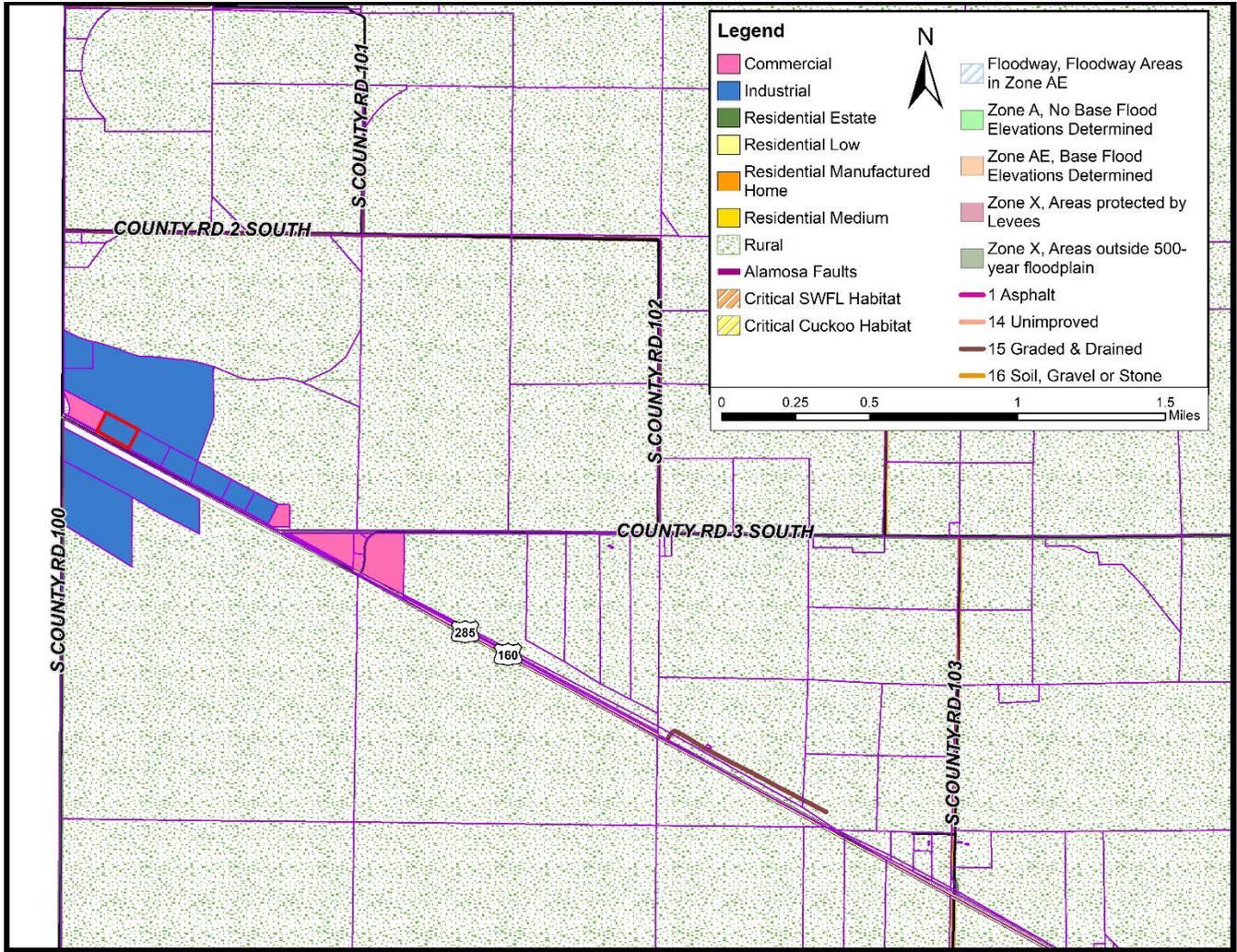
**Background:**

The subject property is a previously undeveloped lot zoned as Industrial. The Applicant recently built a 40'x60' pole barn under permit #25-310 with the intention to use it for diesel repair of large vehicles. The Applicant has obtained a commercial exempt well permit #339417, and the proposal includes a 12'x20' office building. The Applicant is working with Staff to ensure these structures comply with the adopted building codes.

**Neighboring Zoning and Development:**

The subject property is located adjacent and north of US Highway 160 near the west county boundary, within a strip of properties that are zoned mostly industrial. This comprises an RV park, the former Alta-Vista truck stop permitted for self-storage, the High-Valley Healing dispensary and garden center, the recycle sorting and transfer facility for Mountain Disposal, an RV and vehicle storage facility, the San Luis Valley Church of Christ vacant lot, and a commercial building housing Truck Rack, County Line Pack & Ship, and Best GoBag. Across the highway is Norcon fertilizer, and to the west across the county line are Valley Tractor Repair, Ecodynamics, the Monte Vista Livestock Auction, and Monte Vista municipal airport. Beyond this development, the area is zoned rural and is generally large lot agriculture uses, including a number of active center-pivot farms and grazing lands.

Directly adjacent to the north is an ~74 acre undeveloped industrial lot. To the west lies the aforementioned County Line Pack & Ship building, while the San Luis Valley Church of Christ vacant lot abuts to the east. Across Hwy 160 is an ~35 acre industrial lot, backed by a 600+ acre ag tract, both owned by Bryan and Brenda Malouff.



**Analysis of Relevant Regulations:**

Vehicle Repair is a permitted use in the Industrial zone. It is described in LUDC §2.4.4 as, “A facility involved in providing repair services to passenger vehicles, light and medium trucks, tractor trailers, recreational vehicles, earthmoving equipment; construction equipment; farming equipment; and other consumer motor vehicles such as motorcycles and boats, or any similar use.” This description specifically includes tractor-trailer, tractor, and light duty vehicles as acceptable types of vehicles for repair, and it is the intention of the Applicant to service diesel vehicles of these types.

Section 4.2.3 requires three parking spaces per vehicle service bay, plus one space per 300 square feet of office. The property includes adequate area for parking and the site plan locates 6 parking spaces adjacent to the shop building, and 3 spaces, including an ADA space to the north of the office. Staff feels the number of parking spaces are adequate and will work with the Applicant on the installation of the required ADA van-accessible space. While the property is adjacent to Hwy 160/285, access is provided via an easement to S County Road 100 and therefore this proposal does not require a CDOT access permit.

Prior to submitting the application for this Major Site Plan, the Applicant discussed the overall proposal with Staff, who feel this is an excellent use of this property. While the shop building was constructed prior to obtaining the approved site plan for vehicle repair, the Applicant has been diligent in working with Staff to bring the building into compliance with the International Building Code, as adopted by the County.

Regarding the Site Plan Approval Criteria in §8.7.9, Staff proposes the below findings:

- A. Consistency with the adopted plans; *Staff believes that this industrial use is consistent with the intent of the industrial zoning district. The Imagine Alamosa County Comprehensive Plan addresses the need for preserving industrial lands for appropriate uses and identifies this corridor in the future land use maps. This requirement has been met.*
- B. Compliance with all applicable requirements of this LUDC; *The subject property is in an industrial/commercial corridor with recorded access to a county-maintained road and the zone district allows for the proposed use. The LUDC §4.2 specifies parking requirements and §4.4 addresses outside storage. Staff proposes related conditions.*
- C. Site design and development intensity is appropriate for and tailored to the unique natural characteristics of the site, such as significant wooded areas, wetlands, and floodplains; *This is a developing area along the highway that lacks unique natural characteristics. The proposed use is similar to nearby industrial and commercial uses. This requirement has been met.*
- D. For nonresidential and multifamily projects, the site plan displays the location of trash handling, recycling, grease bins, and other waste-related facilities employed in the normal operation of the use; *Staff proposes a related condition.*
- E. Adequacy and location of parking areas and pedestrian and vehicular access points; *The subject property has access to S County Rd 100 and the site plan (Attachment 8) identifies customer parking spaces. Staff proposes related conditions.*
- F. Compliance with site construction specifications; *The applicant has provided a site plan indicating parking spaces, but has not addressed signage or lighting. Outdoor storage is subject to section 4.4 of the LUDC. Staff proposes related conditions.*
- G. Adequacy of storm water facilities, water supply, sanitary sewer service, fire protection, street signs, and street lighting as evidenced by conformance with department standards, specifications, and guidelines; *There are no storm water facilities in this vicinity, and no history of stormwater management on this or neighboring property. Like neighboring development, the subject property has limited impervious area. The site plan identifies a location for a septic system but no permit has been issued. The Division of Water Resources stated that the existing well permit no. 339417 is adequate legal water supply for the proposed use. Staff proposes related conditions.*
- H. That the application will not substantially injure the value of adjoining or abutting property, and will not be detrimental to the use or development of adjacent properties or other neighborhood uses; *This proposal continues the recent industrial utilization of the general area. Staff does not believe this proposal will be detrimental to the use or development of the neighboring properties, most of which are developed. This requirement has been met.*
- I. Compliance with requirements for easements or dedications; *The recorded easement that provides access to the subject property neighboring tracts are known to the applicant and identified on the site plan. No new easements or dedications are required. This requirement has been met.*

- J. Compliance with any applicable subdivision improvements; and *This is not applicable.*
- K. If applicable, compliance with the approved planned unit development master plan. *This is not applicable.*
- L. Building design and materials uphold and promote high quality development in the county and are compatible with other uses in the surrounding neighborhood. *The newly constructed building and the scale of this development are generally consistent with surrounding development. This requirement has been met.*

**Comments from Review Agencies:**

Agency Review letters were sent to the Sheriff and Road & Bridge, Alamosa County Fire Protection District, SLV Water Conservancy District, Mosca-Hooper Conservation District, Colorado Division of Water Resources, and the Colorado Department of Transportation.

There were no concerns from ACFPD or Road & Bridge. CDOT noted that the proposal doesn't impact Hwy 160 traffic volumes, but noted the close intersections on the County Rd 100 and suggested combining them long term, especially if that intersection gets signalized. County Road & Bridge Director Ron Medina's follow-up discussion with Staff agreed with that recommendation. Kevin Boyle with DWR replied that the existing well is permitted as a legal water supply for the proposed use. We did not receive any other responses.

**Planning Commission Hearing and Recommendation:**

The Planning Commission heard this case on January 14, 2026. There was extensive discussion about details of the site plan, including vehicle parking and material storage, operations, and access. There were no comments from the public. The Planning Commission voted unanimously to **Recommend Approval with seven conditions:**

1. Prior to the hearing before the BOCC, the Applicant shall update the site plan to locate pedestrian pathways and waste handling facilities and shall provide a written plan for liquid and solid waste management that addresses oils, hazardous chemicals, and tires, and shall provide copies of any relevant contracts.
2. Prior to operation, the Applicant shall install one van-accessible/ADA parking space with a hard surface (asphalt or concrete).
3. The Applicant shall obtain all necessary permits from Alamosa County or the State, including OWTS, building, signage, plumbing, and electric.
4. Any exterior lighting on the property shall comply with section 4.5 of the Land Use Development Code as it relates to Dark Sky guidelines.
5. All outdoor storage shall comply with the Land Use Code, including but not limited to Section 4.4.3.B
6. The site plan approval shall expire one year from the date of approval unless the proposed development is pursued, as documented by obtaining a Certificate of Occupancy for the Shop building.
7. No vehicles shall be parked within twenty-five (25) feet of the south property boundary.

**Relevant Regulations:**

**4.2.3 Off-street parking**

Office, General*	Bank All other uses	1 per 300 of GFA 1 per 400 SF of GFA
Vehicle repair*	All uses	3 per service bay

**4.4.3 Outdoor storage**

**B. Limited outdoor storage**

1. Limited outdoor storage shall be defined as the overnight outdoor storage of vehicles awaiting repair (includes the storage of vehicles at self-storage facility), merchandise or material in boxes, in crates, on pallets or other kinds of shipping containers, shopping carts, garden supplies, building supplies, plants, fleet vehicles and other similar merchandise, material or equipment.
2. Limited outdoor storage shall only be permitted by planning commission review of a major site plan in accordance with o, Site Plan Review, illustrating the extent of the permitted area for limited outdoor storage provided it meets the standards below.
  - a. Limited outdoor storage shall not be more than 12 feet in height and shall be fully screened from view from the public right-of-way, public parking areas, or adjacent residential development by a 100 percent opaque visual barrier or screen. Chain-link fencing with slats inserted may be considered acceptable for this screening, except where located abutting or across the street from a residential use or residentially-zoned property.
  - b. All limited outdoor storage shall be located at least 15 feet from the public right-of-way and any abutting residential use or residentially-zoned district.
  - c. Limited outdoor storage shall be located in the rear yard.
  - d. Limited outdoor storage may be located to the side of a building, provided it is not located within the side yard.
  - e. Vehicles awaiting repair may be stored up to 14 days within the required screened storage area.

**C. General outdoor storage**

1. General outdoor storage shall be defined as salvage yards, vehicle storage yards, overnight outdoor storage of shipping containers, lumber, pipe, and steel, junk and other similar merchandise, material or equipment.
2. General outdoor storage shall only be permitted following planning commission review of a major site plan in accordance with o, Site Plan Review, illustrating the extent of the permitted area for general outdoor storage provided it meets the standards below.
  - a. General outdoor storage shall be screened by 100 percent opaque, eight foot high visual barrier or screen, except where located abutting or across the street from a residential use or residentially-zoned property such screening shall be high enough to completely conceal all outdoor storage from view.
  - b. All general outdoor storage shall be located at least 15 feet from the public right-of-way and any abutting residential use or residential district.
  - c. No general outdoor storage shall be permitted in a street yard or otherwise forward of the front building line.
  - d. General outdoor storage may be located in the side or rear yard.



**LAND USE OFFICE**  
**8999 INDEPENDENCE WAY ALAMOSA, CO 81101**  
**PHONE: (719) 589-3812. FAX: (719) 589-5888**

This application must be completed in its entirety, failure to do so will mean an incomplete application and will be given back to the applicant. *Unless specifically waived by the Alamosa County Land Use Office, all items in this application must be completed. Your application will not be scheduled for a Planning Commission meeting if this application, including the Site Plan is incomplete. Additional information may be requested by the Alamosa County Land Use and Planning Staff and/or Planning Commission during review of this application.*

<b>FOR ADMINISTRATIVE USE ONLY:</b>			
APPLICATION DATE:	<u>11/13/25</u>	CASE NUMBER:	<u>SP <del>26-004</del></u> PARCEL # <u>528736401051</u>
APPLICATION REC'D BY:	<u>DB</u>	TREASURER'S RECEIPT #	<u>254526</u>
PC DATE:	<u>1-14-26</u>	BOCC DATE:	<u>2/11/2026</u>

<b>ACTIVITY: PLEASE CHECK ONE</b>		
<input type="checkbox"/> REPLAT/VACATION (\$300)	<input type="checkbox"/> MINOR SUBDIVISION (\$500)	<input type="checkbox"/> SPECIAL USE (\$500)
<input checked="" type="checkbox"/> MAJOR SITE PLAN (\$500)	<input type="checkbox"/> BOA-VARIANCE/APPEALS (\$500)	<input type="checkbox"/> SPECIAL USE / MED MARIJUANA (\$1000)
<input type="checkbox"/> MINOR SITE PLAN (\$300)	<input type="checkbox"/> AMENDMENT TO ZONING (\$500)	<input type="checkbox"/> SPECIAL USE AMENDMENT (\$300)
<input type="checkbox"/> MAJOR SUBDIVISION (\$3000 + \$50/lot)	<input type="checkbox"/> TEXT AMENDMENTS (\$500)	<input type="checkbox"/> PLANNED UNIT DEVELOPMENT (\$3000 + \$50/lot)

<b>ZONING: PLEASE CHECK ONE</b>		
<input type="checkbox"/> RESIDENTIAL LOW	<input type="checkbox"/> RURAL	<input type="checkbox"/> COMMERCIAL
<input type="checkbox"/> RESIDENTIAL MEDIUM	<input type="checkbox"/> RESIDENTIAL ESTATE	<input checked="" type="checkbox"/> INDUSTRIAL
<input type="checkbox"/> RESIDENTIAL HIGH	<input type="checkbox"/> RESIDENTIAL MANUFACTURED HOME	

**APPLICANT OR AUTHORIZED REPRESENTATIVE (A notarized letter authorizing representation by the applicant or owner must be submitted.)**

NAME: Angel Rubio-Mix  
 ADDRESS: 1980 County RD 111 N Mosca, CO 81146  
 TELEPHONE: [REDACTED] EMAIL: [REDACTED]

**PROPERTY OWNER (If different than applicant, a copy of a contract for sale or lease between applicant and owner, or a notarized letter from the owner consenting to this application, must be submitted):**

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**LEGAL DESCRIPTION OF PROPERTY:** also include mileage from highway or county road and directions from the city. (please attach description if necessary)

TR 2 MID-VALLEY COMMERCIAL SUB EXEMPTION  
WD REC #392388 07-22-2024

**ADDRESS OF THE PROPERTY:**

2542 COUNTY ROAD 100 S.  
Alamosa CO 81101

**GIVE A SHORT NARRATIVE OF YOUR PROPOSED USE:** (may be attached)

Proposed land will be used for diesel equipments repair  
(including truck-trailer, trailer, tractor, and light duty)

**DESCRIBE HOW THE PROPOSED USE WILL BE COMPATIBLE WITH SURROUNDING LAND USES:**

Proposed property use is industrial/commercial

**WHAT IS THE DISTANCE TO THE NEAREST RESIDENCE:** 0.5 mile

**SOURCE OF WATER:**

- Public Water/ District Name: \_\_\_\_\_
- Private Well (Attach Well Permit)
- Water Shares (Attach Letter)

**SEWAGE DISPOSAL:**

- Public Sewage System
- New OWTS System
- Existing OWTS System

**TRAFFIC EXPECTED TO BE GENERATED BY THIS CHANGE**

Trips per day/week

Vehicle type

4  
Heavy & light duty

**FIRE DISTRICT**

- ALAMOSA
- CENTER
- NW CONEJOS
- MOSCA

**PLEASE SELECT ONE OF THE FOLLOWING:**

- Colorado Department of Transportation Highway Access Permit:
- Alamosa County Driveway Access Permit:
- Existing Alamosa County Driveway.

CDOT telephone: (970) 385-8362  
Department telephone: (719) 589-6262

**GIVE DETAILS ON THE ACCESS FOR THE PROPOSED SUBDIVISION.**

\_\_\_\_\_

**ALL REQUIRED ITEMS MUST BE SUBMITTED FOR APPLICATIONS TO BE PROCESSED OR ADDED TO SCHEDULE: [R] = REQUIRED [NR] = NOT REQUIRED**

**[R] [NR] PLEASE SELECT ANY OF THE FOLLOWING THAT APPLY TO YOUR PROPERTY:**

- The property is subject to restrictive covenants or deed restrictions: attach a copy
- The property is subject to homeowners or property owner's regulations: attach a copy
- The property is subject to a deed of trust(s) or mortgage(s): Attach notarized letter of approval from lender
- Attach a copy of the current deed (s) filed in the Alamosa County Clerk and recorder's office

**[R] [NR] ATTACH ONE OF THE FOLLOWING: INFORMATION MUST BE DATED WITHIN 180 DAYS OF APPLICATION DATE**

- Title insurance commitment showing the applicant as owner, OR
- Ownership & Encumbrance report issued by a licensed and bonded title insurer

**[R] [NR] CERTIFICATE OF TAXES DUE (This is not the same as a tax bill or receipt)**

- Attach a copy of the Certificate of taxes paid from the Alamosa County Treasurer's Office

**[R] [NR] WATER DOCUMENTATION**

- Attach documentation of the water source listed on page 2 of this application: i.e. well permit, letter from the water & sanitation district or water certificates.

**[R] [NR] LAND SURVEY PLAT: (Subdivisions, Replat/Plat Vacation, Major Site Plans, and Variances)**

- Include all proposed for immediate or future development. The land survey plat must be prepared by a surveyor licensed in the State of Colorado. The land survey plat must meet the criteria outlined in §C.R. S. 38-51-106. For preliminary review, please provide one (11"x17" copy). Final recording requires a (24"x36") mylar plat

**[R] [NR] SITE PLAN: (Amendment to Zoning, Site Plan Review, Special Use, and Board of Adjustments).**

- Include all land proposed for immediate or future development. The site plan may be a simple hand-drawn sketch. It must be legible, clearly marked, does not need to be to scale, and include all of the items listed below. It must be signed and dated by the person who drew it. Please provide one copy of at least 11"x17". Digital copies are preferred. All items on this checklist must be provided on plot plan:
- Total acreage
- Roads, streets, highways, and access easements which will serve this proposed development. The name of the proposed private road
- Location of all existing utilities on the property (septic systems, wells, lines) or electric, gas, phone lines which may provide service
- Stock drive easements and fence lines
- Irrigation and drainage ditches, and patterns
- Driveways/parking areas, both existing and proposed
- Locations and sizes of existing structures
- Setbacks from property lines (BOA, Replat, & Plat Vacation application only)
- Location and sizes of proposed structures
- Proposed lot changes
- North arrow

**[R] [NR] MASTER PLAN: (Planned Unit Development only)**

- Prepared by a professionally certified landscape architect, engineer, or architect.

FEES: **PAYMENT IS REQUIRED BEFORE APPROVAL.** Payment of application fees must be made at the time of filing this application. The Alamosa County Land Use Office will determine the amount to be paid when you submit this application.

Application Fee:     \$500     Date Paid:     11/13/2025    

**Additional final fees: Due upon conclusion of the application process and before recording of the resolution and Mylar are - publication fees, mapping fees, postage and recording fees. If denied, recording, postage and publication fees will still be due on all applications.**

I/we declare under penalty of perjury in the second degree, and any other applicable state or federal laws that the statements made on this application are true and complete to the best of my knowledge. I understand that this application may be denied or revoked if:

- I provide misleading information on this application, or
- I violate the rules and regulations of Alamosa County
- I violate the provisions of the Colorado Subdivision Regulations (§C.R.S. 30-1-133)

*[Signature]*

Signature of Applicant

*[Signature]*  
Signature of Owner

*[Signature]*  
Signature of Owner

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Owner



**EXHIBIT 3**  
**ALAMOSA COUNTY TREASURER**

8999 Independence Way, Ste 104  
Alamosa, CO 81101  
(719)589-3626

**MISCELLANEOUS GENERAL LEDGER RECEIPT**

Receipt Date: 11/13/2025      Transaction #: 254526  
Print Date: 11/13/2025      Comments: Land Use- Angel Rubio-Mix and Raylene Mix - Parcel #528736401051 - Major Site Plan  
Reference:

#	Information	Tender	Check #	Routing #	Amount Paid
1	Angel Rubio-Mix 198 County Road 111 North	CASH			\$500.00
TOTAL RECEIVED					\$500.00

TEMPLATE ID	GL TEMPLATE DESCRIPTION	Amount
<b>Template ID</b>	<b>Template Description</b>	
10-2600	COUNTY GENERAL - AMENDMENT TO ZONING Land Use- Angel Rubio-Mix and Raylene Mix - Parcel #528736401051 - Major Site Plan	\$500.00

**Warranty Deed**

THIS DEED, made this 22<sup>nd</sup> day of July 2024, between

**Fred John Turner**

of the County of Rio Grande, State of Colorado, Grantor, and

**Raylene Mix and Angel Rubio-Mix as Joint Tenants**

whose legal address is 1980 County Road 111 North, Mosca, CO 81146; Grantees

**WITNESSETH**, That the Grantor, for and in consideration of the sum of **FIFTY FIVE THOUSAND AND 00/100 DOLLARS (\$55,000.00)**, 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, not in tenancy in common but in **joint tenancy**, all the real property, together with improvements, if any, situate, lying and being in the County of **Alamosa** and the State of **Colorado**, described as follows:

**Tract 2, Mid-Valley Commercial Subdivision Exemption, according to the plat recorded September 21, 1979 at Reception No. 204961, County of Alamosa, State of Colorado;**

**Saving and Excepting therefrom that portion described in the amended rule and order in favor of the Department of Transportation, State of Colorado, recorded March 17, 1999 at Reception No. 292140, County of Alamosa, State of Colorado; and**

**Also Saving and Excepting therefrom that portion described in Warranty Deed to the Department of Transportation, State of Colorado, recorded November 17, 2011 under Reception No. 347310, County of Alamosa, State of Colorado; and**

**Further Saving and Excepting therefrom that portion described in Warranty Deed to the Department of Transportation, State of Colorado, recorded April 15, 2013 at Reception No. 352471, County of Alamosa, State of Colorado.**

Also known as street and number: **TBD US Hwy 160, Alamosa, CO 81101**  
Assessor's schedule or parcel number: **528736401051.**

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, 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 Grantees, their heirs, successors and assigns forever. And the Grantor, for themselves, their heirs, and personal representatives, do covenant, grant, bargain and agree to and with the Grantees, their heirs, successors and assigns, that at the time of the ensembling and delivery of these presents they is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have 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 all statutory exceptions as defined in §38-30-113(5)(a), C.R.S..

The Grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantees, their heirs, successors and assigns, against all and every

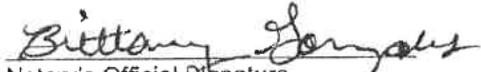
person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the Grantor has executed this deed on the date first written above.

  
Fred John Turner

STATE OF COLORADO  
COUNTY OF ALAMOSA

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2024, by Fred John Turner.

  
Notary's Official Signature

My Commission Expires: 11/20/2027

BRITTANY GONZALES  
Notary Public  
State of Colorado  
Notary ID # 20194043978  
My Commission Expires 11-20-2027

# OWNERSHIP AND ENCUMBRANCE REPORT



Parcel No.: **528736401051**

Property Address: 2542 S County Road 100, Alamosa, CO 81101

Legal Description: **Tract 2, Mid-Valley Commercial Subdivision Exemption, according to the plat recorded September 21, 1979 at Reception No. 204961, County of Alamosa, State of Colorado;**

**Saving and Excepting therefrom that portion described in the amended rule and order in favor of the Department of Transportation, State of Colorado, recorded March 17, 1999 at Reception No. 292140, County of Alamosa, State of Colorado; and**

**Also Saving and Excepting therefrom that portion described in Warranty Deed to the Department of Transportation, State of Colorado, recorded November 17, 2011 under Reception No. 347310, County of Alamosa, State of Colorado; and**

**Further Saving and Excepting therefrom that portion described in Warranty Deed to the Department of Transportation, State of Colorado, recorded April 15, 2013 at Reception No. 352471, County of Alamosa, State of Colorado.**

Owner: **Raylene Mix and Angel Rubio-Mix**

Ownership Documents: **Warranty Deed** recorded on **July 22, 2024** at Reception No. **392388**.

Open Liens:

**NONE**

Matters of interest to the subject property:

**NONE**

---

The foregoing information was compiled as of **July 22, 2024** at **10:59 AM** up to and including **October 29, 2025** at **8:00 AM**, solely for the benefit of

**Angel Rubio-Mix**

This information is deemed reliable but not guaranteed. No insurance product is associated with this information and Allpine Title, Inc. does not certify the information contained in this report and assumes no liability as to loss, consequence, or damage resulting from the use of this information.

The instruments referred to have not been examined to determine their legal sufficiency and no search has been made as to any reservations, covenants, easements or rights of way, if any.

**Glenna Clayton**

---

**225 6th Street, STE D, Alamosa, CO 81101**  
**Phone: (719) 587-2776 Fax: (719) 587-2775**



**Certificate of Taxes Due**  
**ALAMOSA COUNTY TREASURER**  
**ALAMOSA COUNTY, CO**

Account #: 528736401051  
 Parcel #: 528736401051  
 Owner: MIX RAYLENE &  
 RUBIO-MIX ANGEL  
 1980 COUNTY ROAD 111 NORTH  
 MOSCA, CO 81146-0000

Cert #: 2082  
 Requestor:  
 Requestor #:  
 Email:

**Amount due is valid at issuance date only.**

Property Address:  
 Comments:

Legal Description: Full Legal Description is appended on subsequent page(s).

ORIGINAL TAX BILLING FOR 2024	TAX DISTRICT	114	Values	Actual	Assessed
<b>Authority</b>		<b>Levy</b>	<b>Tax</b>		
ALAMOSA AMBULANCE		2.886	\$20.98		
ALAMOSA COUNTY		25.238	\$183.48		
ALAMOSA COUNTY FIRE		5.43	\$39.47		
ALAMOSA SCHOOL DISTRICT 11J		32.087	\$233.35		
RIO GRANDE WATER CON DIST		1.6	\$11.63		
SAN LUIS VALLEY WATER CON		0.411	\$2.99		
<b>TAXES FOR 2024</b>					
		67.652	\$491.90		
				Vacant Land	\$7,271.00
				<b>TOTAL</b>	<b>\$26,060.00</b>

\* Credit Levy

TAX YEAR	CHARGE	BASE AMOUNT	INTEREST	FEES	TOTAL DUE
2024	Tax Bill	\$491.90	\$14.76	\$0.00	\$506.66
<b>TOTAL DUE</b>		<b>\$491.90</b>	<b>\$14.76</b>	<b>\$0.00</b>	<b>\$506.66</b>

EXEMPTION (APPLIED)	\$0.00
PAID	\$506.66
<b>TOTAL LIABILITY valid through November 03, 2025:</b>	<b>\$0.00</b>

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder. Tax Lien Sale redemption amounts must be paid by cash or certified funds. This certificate does not include land or improvements assessed under a separate account number, personal property taxes, oil, gas and mineral rights, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. This does not include assessments not on record as of this date. In witness whereof, I have hereunto set my hand and seal this 11/3/2025.

Amy McKinley, Treasurer



BY: Amy McKinley





Office Use Only **MAY 23 2025**

Form GWS-45 (01/2020)

BY: \_\_\_\_\_

*2022arubio@gmail.com*

COLORADO DIVISION OF WATER RESOURCES  
DEPARTMENT OF NATURAL RESOURCES  
1313 SHERMAN ST, RM 821, DENVER, CO 80203  
Main: (303) 866-3581 [dwrpermitsonline@state.co.us](mailto:dwrpermitsonline@state.co.us)

### GENERAL PURPOSE

## Water Well Permit Application

Review instructions on reverse side prior to completing form.  
The form must be computer generated, typed or in black or blue ink.

#### 1. Applicant Information

Name of applicant: *Angel Rubio-Mix*

Mailing address: *1980 County RD 111 N*

City: *Mosca* State: *CO* Zip code: *81146*

Telephone # (area code & number): *719 480 5934* E-mail (online filing required): *2022arubio@gmail.com*

#### 2. Type Of Application (check applicable boxes)

Construct new well  Use existing well

Replace existing well  Change or increase use

Change source (aquifer)  Reapplication (expired permit)

COGCC Well  Other: \_\_\_\_\_

#### 3. Refer To (if applicable)

Well permit # \_\_\_\_\_ Water Court case # \_\_\_\_\_

Designated Basin Determination # \_\_\_\_\_ Well name or # \_\_\_\_\_

#### 4. Location Of Proposed Well

County: *Alamosa*

Section: *18* Township: *38* N or S:  N  S

Range: *9* E or W:  E  W Principal Meridian: *N*

Distance of well from section lines (section lines are typically not property lines):  
Ft. from  N  S Ft. from  E  W

For replacement wells only - distance and direction from old well to new well:  
feet \_\_\_\_\_ direction \_\_\_\_\_

Well location address (Include City, State, Zip)  Check if well address is same as in Item 1.  
*2542 S County RD 100 Alamosa CO 81101*

Optional: GPS well location information in UTM format. You must check GPS unit for required settings as follows:

Format must be UTM  
 Zone 12 or  Zone 13

Units must be Meters  
Datum must be NAD83  
Unit must be set to true north  
Was GPS unit checked for above?  YES  NO

Remember to set Datum to NAD83

#### 5. Parcel On Which Well Will Be Located (PLEASE ATTACH A CURRENT DEED FOR THE SUBJECT PARCEL)

A. Legal Description (may be provided as an attachment):

B. # of acres in parcel: *5.2133* C. Owner: *Raylene Mix Angel Rubio-Mix*

D. Will this be the only well on this parcel?  YES  NO (if no list other wells)

E. State Parcel ID# (optional): *528736401051*

#### 6. Use Of Well (check applicable boxes)

Attach a detailed description of uses applied for.

Industrial  Dewatering System

Municipal  Geothermal (production or reinjection)

Irrigation  Other (describe): \_\_\_\_\_

Commercial

#### 7. Well Data (proposed)

Maximum pumping rate: *15* gpm Annual amount to be withdrawn: *0.33* acre-feet

Total depth: *502* feet Aquifer: *unconfined*

#### 8. Land On Which Ground Water Will Be Used

Legal Description of Land (may be provided as an attachment):

(If used for crop irrigation, attach a scaled map that shows irrigated area.)

A. # Acres \_\_\_\_\_ B. Owner \_\_\_\_\_

C. List any other wells or water rights used on this land:

#### 9. Proposed Well Driller License #(optional):

10. Sign or Entered Name Of Applicant(s) Or Authorized Agent

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.

Sign or enter name(s) of person(s) submitting application: *Angel Rubio-Mix* Date (mm/dd/yyyy): \_\_\_\_\_

If signing print name and title: *Angel Rubio-Mix (owner)*

#### Office Use Only

USGS map name \_\_\_\_\_ DWR map no. \_\_\_\_\_ Surface elev. \_\_\_\_\_

Receipt area only: *10042942*

AQUAMAP  
WE  
WR  
CWCB  
TOPO  
MYLAR  
SBS

*Clay 52*

DIV \_\_\_\_\_ WD \_\_\_\_\_ BA \_\_\_\_\_ MD \_\_\_\_\_

Application Receipt No. 10042942  
 Applicant's Name: Angel Rubio-Nix

## COMMERCIAL DRINKING AND SANITARY WELL WORKSHEET

Review instructions on reverse side prior to completing form. The form must be completed in black or blue ink or typed.

1. Name and Type of Business:

2. Is this application for a new well?

Yes

No If no, is this application for a change of use for an existing well?

Yes Permit Number of well (if applicable) \_\_\_\_\_

No For wells used for drinking and sanitary purposes prior to May 8, 1972, a field inspection of the well to verify historical uses may be required. See form GWS-12 Registration of Existing Well for further information.

3. Is the parcel the well is located on (or will be located on) within the boundaries of a water service area (water district, municipality, water company, etc.) or is water available from another source (such as a well)?

Yes If yes, indicate what this other source is \_\_\_\_\_

No

(name of water district/supplier, or well permit number)

4. Proposed type of disposal system to be used:

Septic tank / absorption leach field

Central System (district name: ) \_\_\_\_\_

Vault (location sewage hauled to: ) \_\_\_\_\_

Other (attach copy of engineering design)

5. Water Demand Calculations (for average factors for water demand see below)

Employees

Number of Employees	X	Number of Gallons per Employee per Day	X	Number of Days Employee Works per Year	=	Gallons per Year
1	X	15	X	260	=	3900

Customers

Number of Customers per Day	X	Number of Gallons per Customer	X	Number of Days Business is Open per Year	=	Gallons per Year
1/2	X	5	X	208	=	520

Other Uses (Note: No uses outside of the building would be permitted for this type of well.)

Type of Use	X	Gallons per Use per Day	X	Days per Year	=	Gallons per Year
N/A	X	N/A	X	N/A	=	

Total amount of water required:

=	Gallons per Year (A + B + C)
=	4420

For wells used for commercial drinking and sanitary purposes on or after May 8, 1972, the total water demand cannot exceed 108,600 gallons (1/3 of an acre-foot) per year.

For wells used for commercial drinking and sanitary purposes prior to May 8, 1972, the total water demand cannot exceed 325,900 gallons (1 acre-foot) per year.

**General Guidelines for Water Demand in Gallons per Day**

Day Workers at Offices – 15 gallons/person/day

Food Service Establishments (with toilet and kitchen wastes) – 10 gallons/patron/day

Churches (does not include food service) – 5 gallons/seat/day

Overnight Lodging – 50 gallons/customer/day

On-Site Proprietor of Overnight Lodging (i.e. on-site owner of a Bed & Breakfast) – 80 gallons/person/day

Additional water demand figures may be obtained from a private water consultant or from a technical reference on this subject.

Site Plan 5.21 Acres Angel Rubio-Mix  
2542 S County RD 100 Alamosa, CO

# EXHIBIT 8

★ Proposed



Easement

Driveway

well

★ Parking 3 spaces

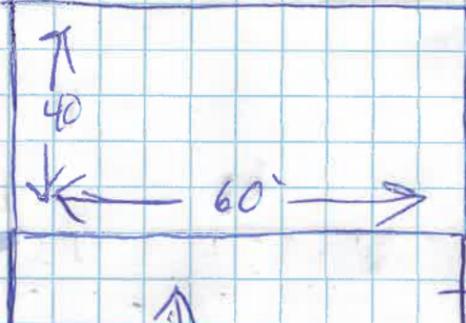
★ ADA

★ Septic

★ Office

★ Parking 6 spaces

470'



173'

U.S. 160 HWY

# Alamosa County, CO

## Summary

**Parcel Number** 528736401051  
**Property Address** S COUNTY ROAD 100 02542  
**Legal Description** TR OF LAND S2 18-38-9 5.2122AC M/L KNOWN AS TR 2 MID-VALLEY CO MMERCIAL SUB EXCEMPTION EXC FR DESC AS COMM W4 CORNER O F SAID SEC TH S00DEG 04'34" E 591.27 ALONG W LINE OF SW 4 SAID SEC TH S 62DEG 00' 20" E 34.1' TO PT ON WLY LIN E OF TR 1 TH S 62DEG 00'20" E 660.38' PAR WITH SLY LINE OF SAID TR TO PT OF I/S WITH COMMON LINE OF TR 1 & 2 AND THE POB TH S 62DEG 00'20" E 215.3  
(Note: Not to be used on legal documents)  
**Acres** 0  
**Neighborhood** 1100 NBHD 11 (1100)  
**Tax District** 114  
**Section** 19  
**Township** 38  
**Range** 9



## Owners

Disclaimer: Mailing address is used for Alamosa County ad valorem taxation purposes.  
[MIX RAYLENE & RUBIO MIX ANGEL](#)  
 1980 COUNTY ROAD 111 NORTH  
 MOSCA, CO 81146

## Land

Land Use	Units	Unit Type	Frontage	Depth
Q2COM 5287 MID VALL	1	UT	0	0

## Valuation

Assessed Year	2025	2024	2023	2022	2021
Building Value	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Land Value	\$55,500.00	\$26,060.00	\$26,060.00	\$26,060.00	\$26,060.00
Extra Features Value	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Value</b>	<b>\$55,500.00</b>	<b>\$26,060.00</b>	<b>\$26,060.00</b>	<b>\$26,060.00</b>	<b>\$26,060.00</b>

## Sales

Sale Date	Document Number	Instrument	Qualification	Sale Price
7/22/2024	392388	JW	Q	\$55,000
9/24/2021	382550	WD	U	\$275,000
10/2/2013	354368	WD	U	\$100,000
10/6/2004	318759	WD	U	\$750,000

## Buildings

<b>Year Built</b>	2025	<b>Heating</b>	N/A
<b>Air Conditioning</b>	N/A	<b>Improvement Code</b>	223008
<b>Bedrooms</b>	0	<b>Improvement Description</b>	SP PURPOSE
<b>Building Sq Ft</b>	2400	<b>Living Sq Ft</b>	2400
<b>Building Value</b>	94009	<b>Stories</b>	1
<b>Count</b>		<b>Patio Deck Area</b>	
<b>Extended Description</b>	BASE AREA (2400)	<b>Patio Deck Type</b>	
<b>Exterior Walls</b>	METAL	<b>Porch Area</b>	
<b>Foundation</b>	N/A	<b>Porch Type</b>	
<b>Frame</b>	WOOD FRAME	<b>Roof Cover</b>	METAL
		<b>Roof Type</b>	GABLE/HIP
		<b>Total Baths</b>	0

## Tax Statements

- [2024 Tax Notice \(PDF\)](#)
- [2023 Tax Notice \(PDF\)](#)

2022 Tax Notice (PDF)

2021 Tax Notice (PDF)

2020 Tax Notice (PDF)

2019 Tax Notice (PDF)

2018 Tax Notice (PDF)

2017 Tax Notice (PDF)

2016 Tax Notice (PDF)

### Photos View



No data available for the following modules: Yard Extras, Photos, Sketches.

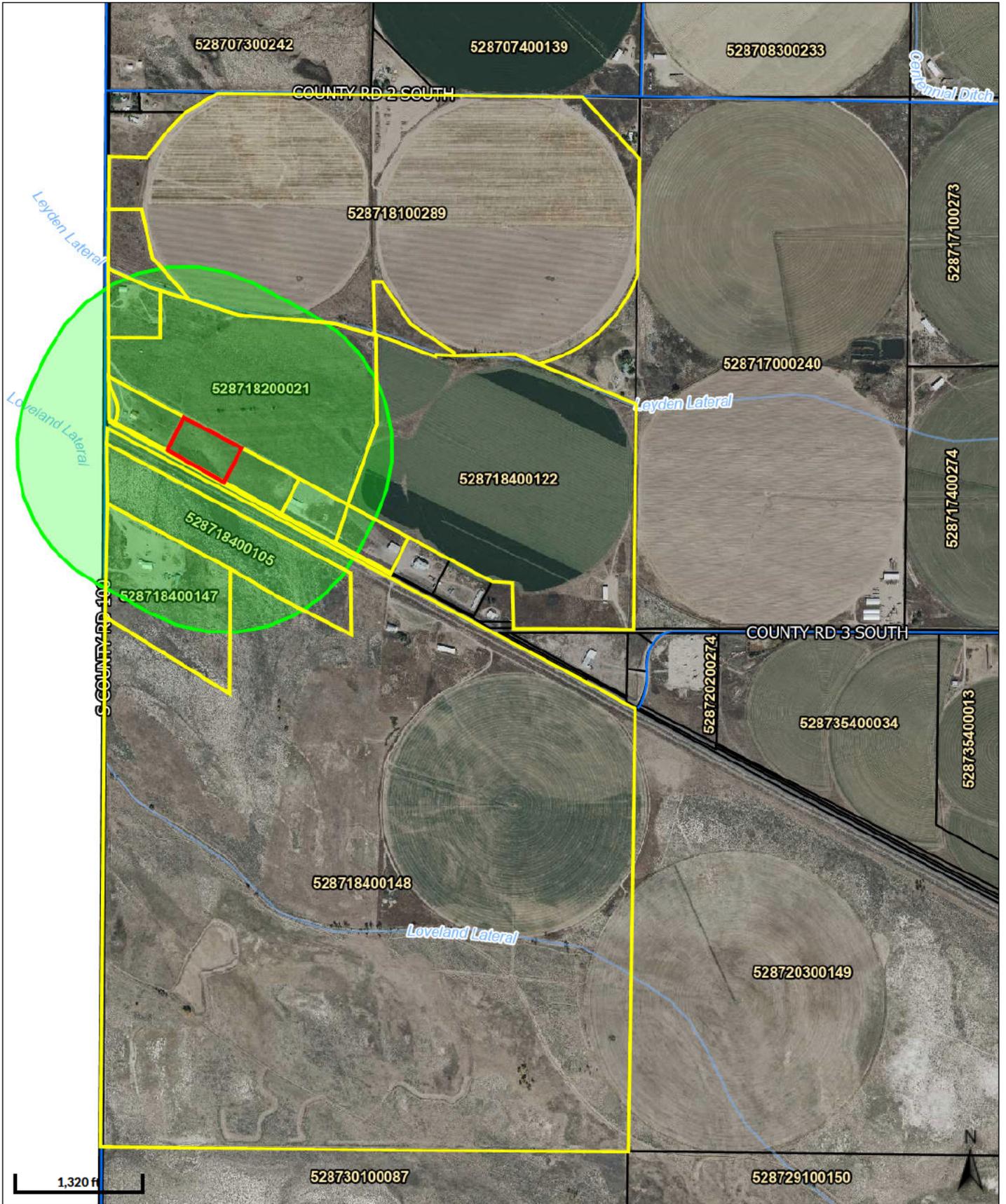
The Alamosa County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. Data is subject to constant change and its accuracy and completeness cannot be guaranteed.

| [User Privacy Policy](#) | [GDPR Privacy Notice](#)  
Last Data Upload: 12/30/2025, 8:28:38 PM

Contact Us

Developed by  
 **SCHNEIDER**  
GEO SPATIAL

# Rubio-Mix Major Site Plan



## EXHIBIT 11

## Rubio-Mix 1500 ft neighbor list

ParcelId	OwnerName	OwnerAddress1	OwnerCityStZip
<b><u>Alamosa County Parcels</u></b>			
528718400122	PADGETT PATRICIA M	160 MORRIS LAKE DR	HAWTHORNE FL 32640
528736401051	MIX RAYLENE & RUBIO-MIX ANGEL	1980 COUNTY ROAD 111 NORTH	MOSCA CO 81146
528736401035	JOHNSON CADE L & JOHNSON CORTNEY	238 PINTADA DRIVE	MONTE VISTA CO 81144
528718100289	SEGER CAROLYN JO TRUST (THE)	2600 N RD 1 E	MONTE VISTA CO 81144
528718200292	SEGER WESLEY SCOTT	5987 W COUNTY ROAD 9 N	DEL NORTE CO 81132
528736401037 & 528718400148	MALOUFF BRYAN & MALOUFF BRENDA A	6349 COUNTY ROAD 106.65	ALAMOSA CO 81101
528718400105	MALOUFF DEBORAH P	6496 MALOUFF ROAD	ALAMOSA CO 81101
528718200021 & 528736401033	TURNER FRED JOHN	P O BOX 186	MONTE VISTA CO 81144
528718200020	R&D LLC	P O BOX 207	LA JARA CO 81140
528718400147	NORTON MATT D, NORTON KIP C & MC DANIEL RITCHIE L	P O BOX 31	LA JARA CO 81140
528736401053	SAN LUIS VALLEY CHURCH OF CHRIST	P O BOX 597	ALAMOSA CO 81101
<b><u>Rio Grande Parcels</u></b>			
37 130 00 046	City of Monte Vista	720 1st Ave	Monte Vista, CO 81144-1402
37 130 00 043	Atsa & Tiffany Valdez	2691 S County Road 6 E	Monte Vista, CO 81144-9600
37 130 00 040	Keller Land Holdings LLC	219 Bronk St	Monte Vista, CO 81144-1137
37 130 00 041	Karla L Shriver	PO Box 262	Monte Vista, CO 81144-0262



## PUBLIC NOTICE

Land Use Office • 8999 Independence Way #100 • Alamosa, CO 81101  
Email: [landuse@alamosacounty.org](mailto:landuse@alamosacounty.org) • Phone: 719-589-3812

12/03/2025

PADGETT PATRICIA M  
160 MORRIS LAKE DR  
HAWTHORNE FL 32640

Dear Property Owner(s) of Parcel# 528718400122

Pursuant to Article 8 of the Alamosa County Land Use and Development Code, I am writing to inform you that Angel Rubio-Mix have submitted an application for a **Major Site Plan** on property currently addressed as **2542 S County Rd 100 (Parcel 528736401051)**. The applicant is requesting approval to develop and operate a diesel equipment repair shop as a repair, general use. This property is in the **Industrial (I)** zone district.

**The legal description of the property is: Tract 2, Mid-Valley Commercial Subdivision Exemption, according to the plat recorded September 21, 1979 at Reception No. 204961, County of Alamosa, State of Colorado; Saving and Excepting therefrom that portion described in the amended rule and order in favor of the Department of Transportation, State of Colorado, recorded March 17, 1999 at Reception No. 292140, County of Alamosa, State of Colorado; and Also Saving and Excepting therefrom that portion described in Warranty Deed to the Department of Transportation, State of Colorado, recorded November 17, 2011 under Reception No. 347310, County of Alamosa, State of Colorado; and Further Saving and Excepting therefrom that portion described in Warranty Deed to the Department of Transportation, State of Colorado, recorded April 15, 2013 at Reception No. 352471, County of Alamosa, State of Colorado.**

This application will be heard before the Alamosa Planning Commission on **Wednesday, Wednesday, January 14, 2026** at 6:00 PM and again before the Alamosa Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 AM. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

As a neighboring property owner, you are encouraged to participate in the public hearing. You are welcome to join the meeting in person or via [Zoom Meeting ID #270-314-6874](#) or call in 719-359-4580 or 253-215-8782 and use Meeting ID# 270-314-6874.

Details regarding this application are available for public inspection in the Alamosa County Land Use Office 8999 Independence Way, Suite 100, during regular office hours. If you have any questions regarding this application, you may contact me at the above telephone number.

Sincerely,

Richard Hubler  
Land Use Administrator

## EXHIBIT 13

**From:** [Frank Wirth](#)  
**To:** [Darcy Barraclough](#)  
**Subject:** Re: agency review request  
**Date:** Monday, December 1, 2025 2:29:20 PM

---

Darcy,

I have reviewed both land use applications and have no concerns about them proceeding forward.

Thanks,

Frank

**Frank Wirth Jr.**

Fire Chief

Alamosa Fire Department

425 Fourth Street

PO Box 419

Alamosa, CO 81101

719-587-2530 (Office)

719-670-0010 (Cell)

On Mon, Dec 1, 2025 at 12:43 PM Darcy Barraclough <[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)> wrote:

Good Day,

Your agency has been selected by Alamosa County to provide input on the below land use application(s) before Alamosa County.

1. D. Wayne Cody has submitted an application for a **Minor Subdivision** on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**. The applicant is proposing to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.
2. Angel Rubio-Mix has submitted an application for a **Major Site Plan** on property currently addressed as **2542 S County Rd 100 (Parcel 528736401051)**. The applicant is proposing to develop and operate a diesel equipment repair shop as a repair, general use. This property is in the **Industrial (I)** zone district.

Please review the attached information and provide any comments relevant to:

- How these proposals may affect the services you provide.

- Concerns you may have about impacts.
- Suggestions for modifications to the proposal.

These applications are scheduled for a Public Hearing before the Alamosa County Planning Commission on **Wednesday, January 14, 2026** at 6:00 P.M. and before the Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 A.M. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

If you wish to comment on these applications, please submit your response in writing or by email to the Alamosa County Land Use Office by **Monday, December 29**. You are also welcome to participate during the public hearings noted above in person or via Zoom Meeting <https://zoom.us/j/2703146874>

Further details regarding this application are available upon request. If you have any questions, please contact me at 719-589-3812 or [dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

Thank You,

**Darcy Barraclough**

*Planner*

*Alamosa County Land Use and Building Dept.*

[8999 Independence Way, Suite 100](#)

[Alamosa, CO 81101](#)

719-589-3812

[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

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**Richard Hubler**

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**From:** Ronnie Medina <ronnie.medina@alamosacounty.org> on behalf of Ronnie Medina  
**Sent:** Monday, December 8, 2025 5:06 PM  
**To:** Darcy Barraclough  
**Cc:** rjackson@alamosacounty.org; mswoods@alamosacounty.org; kanderson@alamosacounty.org; fwirth@alamosa.gov; moscahoopercd1@gmail.com; Richard Hubler  
**Subject:** Re: agency review request

Good afternoon,

From Alamosa County Road & Bridge prospective;

Applicant D. Wayne Cody for Minor Subdivision Parcel 555904200117.

This proposal will not affect services my department provides. There are no concerns and no suggestions or modifications to this proposal.

Applicant Angel Rubio-Mix for Major Site Plan Parcel 528736401051.

This proposal will not affect services my department provides. There are no concerns and no suggestions or modifications to this proposal.

Ronnie Medina  
Alamosa County Road and Bridge Director  
8663 S CR 109  
Alamosa CO. 81101  
Phone 719.589.6262  
Cell 719.850.2993

On Mon, Dec 1, 2025 at 12:43 PM Darcy Barraclough <[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)> wrote:

Good Day,

Your agency has been selected by Alamosa County to provide input on the below land use application(s) before Alamosa County.

1. D. Wayne Cody has submitted an application for a **Minor Subdivision** on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**. The applicant is proposing to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.
2. Angel Rubio-Mix has submitted an application for a **Major Site Plan** on property currently addressed as **2542 S County Rd 100 (Parcel 528736401051)**. The applicant is proposing to develop and operate a diesel equipment repair shop as a repair, general use. This property is in the **Industrial (I)** zone district.

Please review the attached information and provide any comments relevant to:

- How these proposals may affect the services you provide.
- Concerns you may have about impacts.
- Suggestions for modifications to the proposal.

These applications are scheduled for a Public Hearing before the Alamosa County Planning Commission on **Wednesday, January 14, 2026** at 6:00 P.M. and before the Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 A.M. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

If you wish to comment on these applications, please submit your response in writing or by email to the Alamosa County Land Use Office by **Monday, December 29**. You are also welcome to participate during the public hearings noted above in person or via Zoom Meeting <https://zoom.us/j/2703146874>

Further details regarding this application are available upon request. If you have any questions, please contact me at 719-589-3812 or [dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

Thank You,

**Darcy Barraclough**

*Planner*

*Alamosa County Land Use and Building Dept.*

*[8999 Independence Way, Suite 100](#)*

*[Alamosa, CO 81101](#)*

719-589-3812

[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

## EXHIBIT 15

**From:** [Gallegos - CDOT, Kenneth](#)  
**To:** [Darcy Barraclough](#)  
**Subject:** Re: agency review request  
**Date:** Tuesday, December 9, 2025 9:14:15 AM

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Darcy,

Thank you for the opportunity to review this land use proposal. This proposed development will not increase the traffic volume to the US 285 & County Road 100 intersection therefore CDOT has No Comment. However it is CDOT's recommendation that in the future the access to parcel 528736401033 and the proposed development join at the proposed development's northern access location, long term the CR access has the potential for signalization if it meets signal warrants. If you have any further questions or concerns please let me know.

Thank you,

On Mon, Dec 1, 2025 at 3:48 PM Darcy Barraclough <[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)> wrote:

Good Day,

Your agency has been selected by Alamosa County to provide input on the below land use application(s) before Alamosa County.

1. Angel Rubio-Mix has submitted an application for a **Major Site Plan** on property currently addressed as **2542 S County Rd 100 (Parcel 528736401051)**. The applicant is proposing to develop and operate a diesel equipment repair shop as a repair, general use. This property is in the **Industrial (I)** zone district.

Please review the attached information and provide any comments relevant to:

- How these proposals may affect the services you provide.
- Concerns you may have about impacts.
- Suggestions for modifications to the proposal.

These applications are scheduled for a Public Hearing before the Alamosa County Planning Commission on **Wednesday, January 14, 2026** at 6:00 P.M. and before the Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 A.M. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

If you wish to comment on these applications, please submit your response in writing or by email to the Alamosa County Land Use Office by **Monday, December 29**. You are also welcome to participate during the public hearings noted above in person or via Zoom Meeting <https://zoom.us/j/2703146874>

Further details regarding this application are available upon request. If you have any questions, please contact me at 719-589-3812 or [dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

Thank You,

**Darcy Barraclough**

*Planner*

*Alamosa County Land Use and Building Dept.*

[8999 Independence Way, Suite 100](#)

[Alamosa, CO 81101](#)

719-589-3812

[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

--

**Kenneth Gallegos**  
**Region 5**  
**Durango**  
**Access Coordinator**  
**Administrator II**

Office Hours: Monday-Thursday 7:00am - 5:30pm



P 970.385.8362 |  
3803 N Main Ave., Durango, CO 81301  
[Kenneth.Gallegos@state.co.us](mailto:Kenneth.Gallegos@state.co.us) | [codot.gov](http://codot.gov) | [cotrip.org](http://cotrip.org)



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**Richard Hubler**

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**From:** Boyle - DNR, Kevin <kevin.boyle@state.co.us> on behalf of Boyle - DNR, Kevin  
**Sent:** Monday, December 15, 2025 8:54 AM  
**To:** Darcy Barraclough  
**Cc:** Heather@slvwcd.org; kyle.mcmillan@state.co.us; Richard Hubler  
**Subject:** Re: agency review request

Ms. Barraclough,

Thank you for providing us with the applications in front of the Alamosa County Planning Commission. Below are our comments. Please let us know if you have any questions.

Rubio-Mix: Our review showed that this property is served by well permit no. 339417, an exempt commercial well. Under well permit no. 339417, water may be used for drinking/sanitary use in a commercial business. Up to 1/3 of an acre-foot may be withdrawn annually, the well must be metered, and all returned flows must be returned via a non-evaporative wastewater system. This well is a legal water supply for this proposal.

Cody: Our review showed that the property is served by well permits no. 90473-F and 54710-A. These permits are issued to one well structure. Permit no. 90473-F allows for use in commercial malt house and brewery. Well permit no. 54710-A allows for domestic use. This well does not encumber any land and would not be affected if this request is granted.

Kevin Boyle, P.E.  
Assistant Division Engineer  
Division 3  
(719) 589-6683 ext. 3119



[kevin.boyle@state.co.us](mailto:kevin.boyle@state.co.us) | [www.dwr.colorado.gov](http://www.dwr.colorado.gov)

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On Mon, Dec 1, 2025 at 12:47 PM Darcy Barraclough <[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)> wrote:

Good Day,

Your agency has been selected by Alamosa County to provide input on the below land use application(s) before Alamosa County.

1. D. Wayne Cody has submitted an application for a **Minor Subdivision** on property currently addressed as **2064 County Rd 12 S (Parcel 555904200117)**. The applicant is proposing to subdivide the existing 164.41 acre tract into two lots: Tract 1 of 8.68 acres, and Tract 2 of 155.73 acres. This property is in the **Rural (RU)** zone district.
2. Angel Rubio-Mix has submitted an application for a **Major Site Plan** on property currently addressed as **2542 S County Rd 100 (Parcel 528736401051)**. The applicant is proposing to develop and operate a diesel equipment repair shop as a repair, general use. This property is in the **Industrial (I)** zone district.

Please review the attached information and provide any comments relevant to:

- How these proposals may affect the services you provide.
- Concerns you may have about impacts.
- Suggestions for modifications to the proposal.

These applications are scheduled for a Public Hearing before the Alamosa County Planning Commission on **Wednesday, January 14, 2026** at 6:00 P.M. and before the Board of County Commissioners on **Wednesday, February 11, 2026** at 8:30 A.M. Both meetings will be held in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado.

If you wish to comment on these applications, please submit your response in writing or by email to the Alamosa County Land Use Office by **Monday, December 29**. You are also welcome to participate during the public hearings noted above in person or via Zoom Meeting <https://zoom.us/j/2703146874>

Further details regarding this application are available upon request. If you have any questions, please contact me at 719-589-3812 or [dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

Thank You,

**Darcy Barraclough**

*Planner*

*Alamosa County Land Use and Building Dept.*

[8999 Independence Way, Suite 100](#)

[Alamosa, CO 81101](#)

719-589-3812

[dbarraclough@alamosacounty.org](mailto:dbarraclough@alamosacounty.org)

**ALAMOSA COUNTY  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that a Public Hearing will be held before the Alamosa Planning Commission on **Wednesday, January 14, 2025** at 6:00 PM and again before the Alamosa Board of County Commissioners on **Wednesday, February 11, 2025** at 8:30 AM, in the Alamosa County Services Center, 8900 Independence Way, Alamosa, Colorado for the purpose of considering an application for a **Major Site Plan** submitted by Angel Rubio-Mix on property currently addressed as **2542 S County Rd 100 (Parcel 528736401051)**.

The applicant is proposing to develop and operate a diesel equipment repair shop as a repair, general use. This property is in the **Industrial (I)** zone district.

**The legal description of the property is: Tract 2, Mid-Valley Commercial Subdivision Exemption, according to the plat recorded September 21, 1979 at Reception No. 204961, County of Alamosa, State of Colorado; Saving and Excepting therefrom that portion described in the amended rule and order in favor of the Department of Transportation, State of Colorado, recorded March 17, 1999 at Reception No. 292140, County of Alamosa, State of Colorado; and Also Saving and Excepting therefrom that portion described in Warranty Deed to the Department of Transportation, State of Colorado, recorded November 17, 2011 under Reception No. 347310, County of Alamosa, State of Colorado; and Further Saving and Excepting therefrom that portion described in Warranty Deed to the Department of Transportation, State of Colorado, recorded April 15, 2013 at Reception No. 352471, County of Alamosa, State of Colorado.**

Details regarding this application are available for public inspection in the Alamosa County Land Use Office at 8999 Independence Way Suite 100 during regular office hours or at (719) 589-3812.

Darcy Barraclough  
Alamosa County Planner

Published in the Valley Courier 11/29/2025



Land Use Office • 8999 Independence Way #100 • Alamosa, CO 81101  
Email: [landuse@alamosacounty.org](mailto:landuse@alamosacounty.org) • Phone: 719-589-3812

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January 6, 2026

Angel Rubio-Mix  
1980 N Co Rd 111  
Mosca, CO 81146

2022arubio@gmail.com

Dear Applicant(s):

Your application for a Major Site Plan has been scheduled before the Alamosa County Planning Commission for Wednesday **January 14, 2026 at 6:00 p.m.** and before the Board of County Commissioners for Wednesday **February 11, 2026 at 8:30 a.m.** in the Alamosa County Services Center, 8900 Independence Way, Alamosa, CO 81101.

It is imperative that you or someone acting as your representative be present at this meeting to answer questions the Board may have. Should you decide to appoint a representative, please submit a notarized letter of your appointee to the Land Use Office prior to the scheduled Board meeting.

You are welcome to join the meeting in person or via [Zoom Meeting ID #270-314-6874](#) or call in 719-359-4580 or 253-215-8782 and use Meeting ID# 270-314-6874.

If you have questions or concerns, please call at (719) 589-3812 or email me at [rhubler@alamosacounty.org](mailto:rhubler@alamosacounty.org).

Thank you,

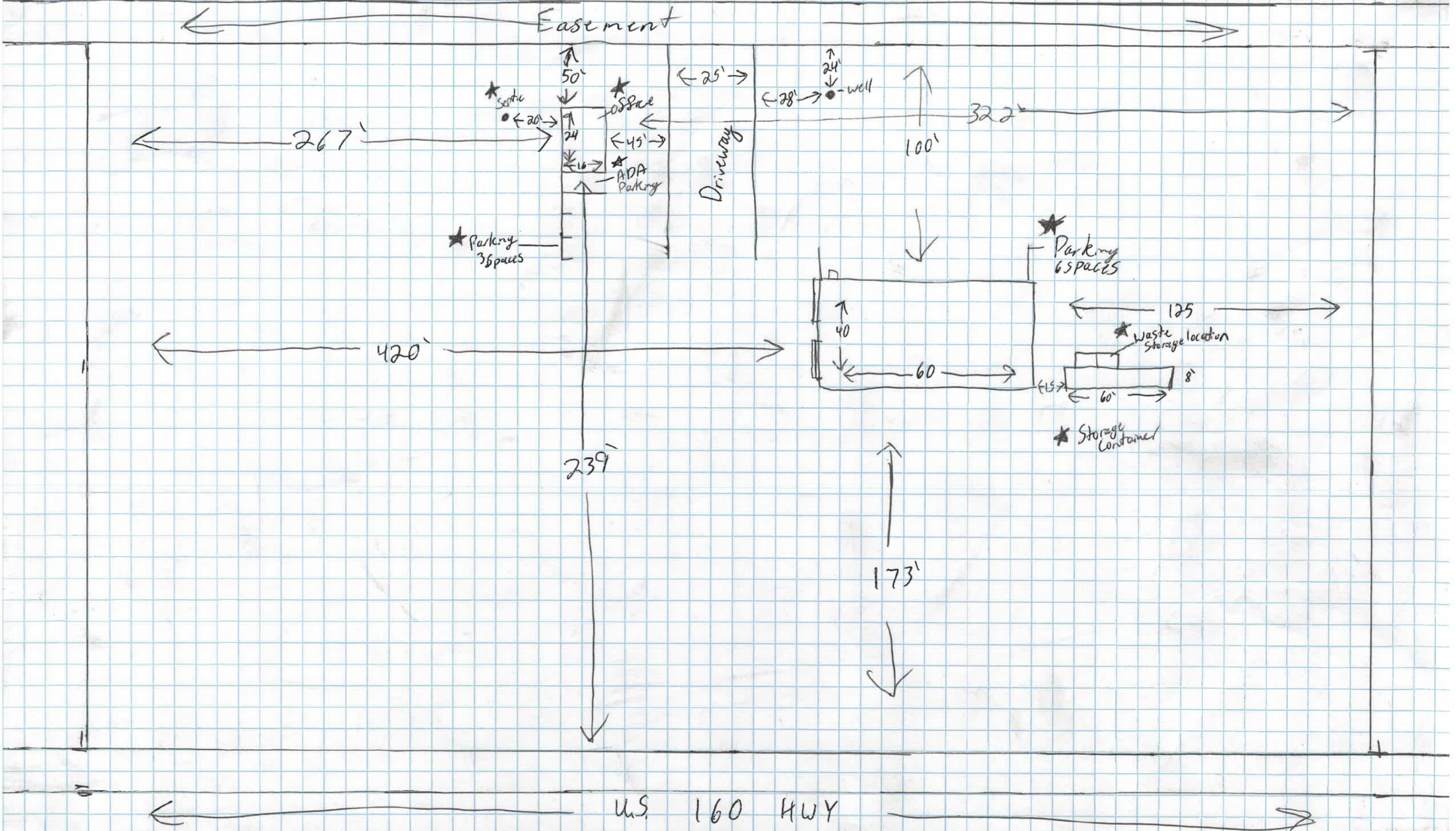
Richard Hubler,  
Land Use Administrator

Site Plan 5.21 Acres Angel Rubio-Mix  
2542 S County RD 100 Alamosa, CO 81101

EXHIBIT 19



Proposed



Waste plan

2542 S County RD 100 Alamosa, CO 81146

Angel Rubio-Mix

Hazardous Waste - Will be arranged with Crystal Clean for pickup for disposal

Waste oils - Will be used for heating or disposal with Crystal Clean

Waste Tires - Will be taken to SLV Landfill

Metal waste - Will be taken to Colorado Recycling

## **LEASE AGREEMENT**

This Commercial Lease Agreement ("Lease") is made and effective this 11th day of February, 2026 by and between Alamosa County - San Luis Valley Regional Airport, whose address is 2490 State Avenue, Alamosa, CO 81101, herein referred to as "Lessor" and Quest Car Rental, whose address is 302 North Main Street, Ste 2, Medford, NJ 08055 herein referred to as "Lessee".

WHEREAS, Lessor is the owner of and has operational control of the San Luis Valley Regional Airport, and desires to lease portions of the terminal building located at said airport subject to the terms and conditions set forth herein; and

WHEREAS Lessee desires to lease the premises from Lessor for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

**THEREFORE**, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### **1. Premises & Term.**

- A. Lessor hereby leases to the Lessee approximately 280 square feet of space in the passenger waiting area located in the terminal building located at the San Luis Valley Regional Airport, with the right and privilege to solicit the renting of automobiles to the traveling public. Lessor shall designate to Lessee space in close proximity to the Airport Terminal for the parking of fifteen (15) of Lessee's automobiles within a secured area to be rented to the traveling public. Said spaces shall be used solely for business purposes and Lessee's personal vehicles shall be parked in designated public parking areas. Rental cars are required to be parked in designated spaces only. Lessor will designate eight (8) parking spots in the Terminal parking lot as close as practicable to the Terminal entry to be used for staging of rental vehicles. Passing the Airport's Air Operations Area (AOA)/Non-movement area driver's training program provided by the Lessor in a timely manner after Lessee's employee starts employment, will be required for Lessee's employees that access the AOA.
- B. No signs or advertising shall be placed on the leased premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Lessor shall allow signs which conform to reasonable standards established by the Lessor at or near the following locations:
  - 1. At or near the Lessee's counter
  - 2. On the exterior of the terminal building
  - 3. At or near the designated rental vehicle parking spaces
  - 4. At or near the general public access roads to Airport
- C. The term of this agreement shall be effective from and after April 1, 2026, and shall continue in full force and effect, unless terminated earlier pursuant to any provision of this agreement, until March 31, 2027. This agreement shall automatically renew each year for (3) additional one-year terms unless the Lessee or the Lessor provides notice (90) days prior to the expiration of any term

that it does not desire to renew said lease.

## **2. Rent.**

Monthly:

Lessee shall pay to Lessor during the rental term the following rates:

- a. April 1, 2026 - March 31, 2027: The sum of \$27.17/sq foot for the 280 square feet of occupied space in the terminal building. Commencing on January 1<sup>st</sup> of any subsequent term hereafter, the annual rent shall be adjusted by multiplying the annual rent payable for the preceding year by the C.P.I increase published for the month of November for the preceding year. In no event shall the annual rent be reduced from that amount payable in a previous year. The term "C.P.I." as used herein shall mean the Consumer Price Index for all Urban Consumers, all items, for the Pueblo, Colorado Area as published by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Bureau of Labor Statistics ceases to use the C.P.I., or this index, an equivalent or comparable economic index will be used.
- b. 4% Concession Fee: The Lessee shall pay to Airport, as a monthly concession fee during each term of this agreement, an amount equal to four percent (4%) of Lessee's gross receipts derived from vehicle base rate/rack rate .
- c. All rental payments and concession fees are due and payable on the twentieth (20th) day of the month for the preceding month.
- d. Lessee shall provide a monthly sales report to Lessor showing car rental gross revenue and quantity of vehicles by class rented each month on the premises. This report shall be included with the rental payment each month. Examples of vehicle classes: economy sedan, compact sedan, compact suv, mid-size sedan, mid-size suv, minivan, full-size suv, etc.

## **3. Use and Obligations of Lessee**

- a. Notwithstanding any other provision herein, it is the intent of both the Lessee and Lessor that the Leased Premises will be used solely for the renting of automobiles to the public. Lessee shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Furthermore, Lessee shall not use the Leased Premises for any purpose's contrary to any federal or state law. Lessee shall keep the premises clean, neat, businesslike, and in orderly condition at all times and the Lessee shall provide for timely disposal of trash and debris. Janitorial services are not provided to the lessee's space.
- b. Lessee shall provide services three hundred and sixty-five (365) days a year and shall maintain a minimum fleet of seven (7) operating automobiles for rent. At a minimum, Lessee agrees to provide onsite

staffed services to the public at all times during commercial air carrier arrival operations. Air carrier arrival operations begin fifteen (15) minutes prior to the actual arrival of any commercial flight and end no sooner than sixty (60) minutes after the actual arrival of any commercial flight. Lessee shall provide a drop-box for the return of keys in the event Lessee is not onsite during departures. At all times in which the Airport Terminal is open to the public, Lessee shall provide an on-call customer service number for customers to contact Lessee if no employee is on-site. Lessee hereby agrees that it will provide prompt service to all customers. For the purpose of this Agreement, prompt services shall be defined as a response provided to a customer within 30 minutes of initial customer contact during terminal operating hours.

- c. Services shall be courteous and efficient. Lessee shall employ at all times, a sufficient number of personnel necessary to assure prompt service and to meet all requirements of this Agreement.
- d. Lessee shall develop and maintain an online national reservation system, and provide a national credit card system and accept at least 3 major credit cards as methods of payment.
- e. Lessee shall develop written standards, specifications, and procedures for the condition and maintenance of its vehicle fleet. Rental vehicles must be clean and maintained in good working order at all times. Lessor may inspect the vehicle fleet for cleanliness at any time by providing 24 hours advanced notice.
- f. Lessee and its officers, agents, employees, suppliers and representatives must fully comply with all Transportation Security Administration (TSA), Federal Aviation Administration (FAA) regulations, Airport Rules and Regulations, Minimum Standards, State and County ordinances, laws, etc.
- g. Lessee shall be responsible for the conduct, demeanor and appearance of its officers, agents, employees, suppliers and representatives, who shall be professionally and properly uniformed/identified.

#### **4. Sublease and Assignment.**

Lessee shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Lessor's written consent, such consent not to be unreasonably withheld or delayed.

#### **5. Repairs.**

To the extent applicable at any time during the Lease term, Lessor shall make, at

Lessor's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy. Repairs to any improvement made by Lessee with the express consent by the Lessor shall be at Lessee's sole expense subject to the obligations of the parties otherwise set forth in this Lease.

## **6. Alterations and Improvements.**

Lessee, at Lessee's expense, shall have the right following Lessor's written consent to remodel, redecorate, and make minor additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Lessee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee shall have the right to place and install personal property, trade fixtures, equipment only to the extent necessary to meet the proposed use of the premises as described in paragraph 3 above. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease term or placed or installed on the Leased Premises by Lessee thereafter, shall remain Lessee's property free and clear of any claim by Lessor. Lessee shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Lessee at Lessee's expense. Lessee expressly understands and accepts that any permanent building or structure made on the Leased Premises shall remain as part of the Leased Premises at the end of the lease term.

## **7. Insurance.**

- A. If the Leased Premises or any other part of a Building is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.
- B. Lessee shall purchase and maintain comprehensive public liability insurance for claims for property damage, bodily injury, or death allegedly resulting from Lessee's activities into, upon, and leaving any part of the Airport in the amount not less than \$5,000,000. Automobile insurance required in the amount of Two Million (\$2,000,000.00). Workers Compensation insurance shall meet Statutory Requirements. All policies of insurance required herein shall be in a form and with a company or companies licensed to do business in the State of Colorado. Policies or certificates of required coverages shall be delivered to Lessor representative prior to exercising rights and privileges under the Agreement.
- C. If desired, Lessee shall maintain a policy or policies of comprehensive general liability insurance with respect to any personal property that is stored on the premises.

## **8. Utilities.**

Utilities shall be provided by Lessor and shall be included in the base rent.

## **9. Entry.**

Lessor shall have the right to enter upon the Leased Premises during Lessee's posted business hours, to inspect the same, provided Lessor shall be provided at least 24 hours' notice to Lessee's local manager, and shall not unreasonably interfere with Lessee's business operations. Lessor may enter upon the Leased Premises at any time in the event of an emergency.

## **10. Damage and Destruction.**

Subject to Section 7 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. In making the repairs called for in this paragraph, Lessor shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Lessor.

Lessee shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Lessee. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Lessee's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purposes.

## **11. Default.**

If default shall at any time be made by Lessee in the payment of rent when due to Lessor as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by Lessor without correction, Lessor may declare the term of this Lease ended and terminated by giving Lessee written notice of such intention, and if possession of the Leased Premises is not surrendered, Lessor may reenter said premises. Lessor shall have, in addition to the remedy above provided, any other right or remedy available to Lessor on account of any Lessee default, either in law or equity. Lessor shall use reasonable efforts to mitigate its damages.

## **12. Quiet Possession.**

Lessor covenants and warrants that upon performance by Lessee of its obligations

hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

### **13. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Lessor:

**Alamosa County - San Luis Valley Regional Airport  
2490 State Avenue  
Alamosa, CO, 81101**

Lessee:

**Quest Car Rental  
2 North Main Street, Ste 302  
Medford, NJ 08055**

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

### **14. Waiver.**

No waiver of any default of Lessor or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. Nothing herein shall be construed as a waiver of any right lessor may have pursuant to the Colorado Governmental Immunity Act.

### **15. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

### **16. Successors.**

The provisions of this Lease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors and assigns.

### **17. Indemnification.**

Lessee, shall to the extent allowed by law, indemnify and hold harmless Alamosa County and San Luis Valley Regional Airport ("SLVRA"), their agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with or arising, directly or indirectly, out of this agreement, whether or not it shall be alleged or determined that the harm was caused through or by the Lessee or subcontractor, if any, of their respective employees and agents. Lessee further agrees that its obligations to Alamosa County under this paragraph include claims against San Luis Valley Regional Airport whether or not such claim is covered by Workers' Compensation. Lessee expressly understands and agrees that any insurance or bond protection required by this agreement, or otherwise provided by Lessee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Alamosa County their agents, officials, and employees as herein provided. Lessee shall be entitled to assert on behalf of Alamosa County any defenses to which Alamosa County may be entitled, including sovereign immunity. Subject to the Colorado Governmental Immunity Act, Lessee's obligation to indemnify and hold Lessor harmless shall not apply to the claims, demands, suits, damages, or losses arising from or connected to the negligent acts, omissions, or willful misconduct of the Lessor.

#### **18. Severability.**

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision of the contract or its attachments be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein.

#### **19. Non-exclusivity.**

This agreement is NON-EXCLUSIVE, and nothing herein shall be construed as to prevent Lessor from entering into similar agreements with other parties providing the same service upon substantially similar terms.

#### **20. Compliance with Law.**

Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises. Lessee shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion, and disability in providing services under this agreement.

#### **21. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

#### **22. Governing Law.**

This Agreement shall be governed by the laws of the State of Colorado, and Venue

for any dispute regarding this agreement shall be held in Alamosa County, Colorado.

**23. Termination.**

Notwithstanding any other provision herein either party may terminate this agreement upon default of any of the conditions, obligations or covenants herein by providing written notice to the non-terminating party as indicated in paragraph 13. Said termination shall be effective thirty (30) days after notice has been provided if no cure has occurred within fifteen (15) days. Either party may terminate this agreement at any time at the convenience of the parties by providing written notice to the non-terminating party ninety days (90) prior to the effective date of termination. If lessee terminates the agreement without proper notice, lessee shall remain obligated to pay any rental term for the required notice period set forth herein.

If the airport loses EAS status or is no longer serviced by a commercial airline providing a minimum of twelve (12) flights each week the lessee will have the option to terminate this agreement with 30 days written notice provided to the lessor.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**Lessee**

**Lessor**

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

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

(Signature)

(Signature)

\_\_\_\_\_  
(Name)

Sirah Masters  
\_\_\_\_\_  
(Name)

Lessee  
\_\_\_\_\_  
(Title)

Airport Manager  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



## COLORADO PARKS AND WILDLIFE

### 2026 SHOOTING RANGE DEVELOPMENT GRANT PROGRAM

Colorado Parks and Wildlife's Shooting Range Development (SRDG) Program focuses on establishing new shooting ranges and expanding or improving existing ranges across Colorado. Established in 2009, the SRDG will make available an estimated \$750,000 in 2026 in matching grants for shooting ranges large and small. To date, the SRDG has supported more than 100 projects on the eastern plains, along the Front Range and on the Western Slope, including projects to develop entirely new shooting ranges, improve safety conditions, upgrade berms, replace shooting positions, install target holders, expand handicapped access and add new shooting lanes to existing ranges.

Colorado Parks and Wildlife's (CPW) Shooting Range Development Program is one of the largest programs of its kind in the nation, reflecting CPW's commitment to support safe, accessible ranges for recreational shooters, hunters and archers, and to help pass important outdoor recreational traditions on to future generations.

The following guidelines provide information on the program priorities and process.

#### ***Who is eligible to apply?***

Applicants have included county and local governments, existing shooting ranges, recreational shooting organizations, police departments, educational groups, park and recreation departments, archery clubs, landowners, school districts, and others. Colorado Parks and Wildlife is interested in partnering with a wide array of entities in developing or improving recreational shooting opportunities in the state. Contact the SRDG Program Coordinator – Travis Long– at [travis.long@state.co.us](mailto:travis.long@state.co.us) if you have any questions about eligibility to apply.

#### ***What type of ranges are eligible for funding?***

A private or membership range receiving funding must be open to the general public for a portion of its operating times. (A public range, such as one operated by a local government, is assumed to have open public access at all times.) Public access is defined as times when an individual can use the range, including payment of a fee, without having to be a member of an organization (e.g. 4-H) or part of an organized event. Public access is not expected to be universal, and access times are commonly on portions of weekdays or weekends. The amount of public access will vary based on the amount of

funding provided. CPW understands that public access normally requires volunteer resources in cases of private ranges and will set expectations accordingly.

Ranges limited solely and exclusively to private membership use are not eligible for SRDG grants. Small fees may be charged for public use of a SRDG-supported range, but they should be reasonable and provide a good value to recreational shooters. Other range access can also include hunter education training, hunter sight-in days, youth and adult shooting competitions, and for introduction and skills development course through programs run by organizations such as 4-H, the Boy Scouts and the NRA.

#### ***What improvements are eligible for funding?***

Project elements that can be supported through the SRDG Program grants include berms, backstops, shooting benches, target holders, archery trails, storage structures, fencing, noise abatement, restrooms, parking areas, access roads, shade covers, and other capital improvements that are directly linked to providing a recreational shooting opportunity.

#### ***What will the program not fund?***

The SRDG Program will not approve grants for general operating expenses, promotional or advertising activities, improvements considered not directly linked to the recreational shooting opportunity, ammunition, expendable items (e.g. targets) or improvements considered in excess of basic facilities required for the range.

For projects involving grants \$5,000 or less or for expendable items such as targets, interested applicants should apply through the Small Shooting Range Grants Program, which emphasizes smaller upgrades to existing shooting ranges and has separate guidelines and funding cycles. The Small Shooting Range Grants Program can be found on the Colorado Parks and Wildlife website.

#### ***What are the priorities of the SRDG program?***

Expanding public access to recreational shooting opportunities is a top priority of the SRDG program, but the program also seeks to provide new, expanded and improved opportunities for hunters and recreational shooters of all ages. For not-for-profit membership ranges the youth opportunity criteria is commonly met by opening the range to hunter education classes, and youth education programs such as those offered by 4-H, Scouts, high school competitive shooting teams, and other organizations.

New shooting ranges are also an important priority goal, particularly those in underserved or high demand areas. The SRDG program strives to support as many projects as possible throughout the state, as well as creating handicapped accessible opportunities.

#### ***What is the “public access” requirement?***

Some degree of public access is an important requirement of the Shooting Range Grant Program. It especially is a factor for club-based ranges with membership requirements. In general, public access is viewed as times when a range is open to members of the general public for recreational shooting. Reasonable fees can be charged non-members during public access times. Public access should be

allowed at times and days when the public would be likely to use the range. In addition, many ranges host hunter sight-in days prior to the major big game hunting seasons. Making the range available for Hunter Education programs is also an important consideration.

The total amount of public access provided should be commensurate with the grant funding provided. While there is no hard and fast formula for public access, it should provide a good value to sportsmen and the program. CPW also recognizes that club ranges have manpower constraints that can limit how often or how long a range can be open to the general public.

Secondarily, but also important factors in assessing public access can be the amount of non-member (but not general public) opportunities at the range. This can include youth education or training opportunities such as those provided through 4-H, Scout, or high school team programs. Other examples are programs for novice recreational shooters, including women and others new to the sport, competitions either between teams or on an open basis.

Ranges that receive funding will need to post public hours at the range and on their website. CPW may also help in advertising times of range availability, particularly for hunter sight-in days prior to major hunting seasons.

#### ***How much funding is available each year?***

For 2026, an estimated \$750,000 will be available for matching grants. That figure may increase or decrease depending on available funding.

#### ***How much local match must be provided?***

Local match must cover at least 25% of the total project cost. Local match cannot come from CPW-related sources (i.e. license funds, GOCO wildlife quadrant funds). Federal-sourced funds (e.g. US Forest Service, Bureau of Land Management, LWCF) are unlikely to be eligible for use as match, but check with the SRDG program coordinator to confirm. Examples of eligible local match include local government funds, volunteer time, donated professional services, donated materials, foundation funds, and private donations. A diversity of local support is a plus, but is not required.

#### ***Who can I talk to about a potential project?***

Contacting your local District Wildlife Manager in the early stages of project development is strongly advised. Project proponents should be aware that hunting season is a very busy time for District Wildlife Managers so contacting them before the main hunting seasons is recommended. Call your area or regional Colorado Parks and Wildlife office if you need contact information for the appropriate District Wildlife Manager.

In addition, you can contact the SRDG program coordinator with questions about project elements, local match and other project details. The program coordinator – Travis Long – can be contacted at [travis.long@state.co.us](mailto:travis.long@state.co.us) or by phone at 303-291-7621.

#### ***What type of information will I need to provide in an application?***

The application form can be found on the SRDG page on the Colorado Parks and Wildlife website. The application form includes brief descriptions and guidance of what type of information should be provided. In general, the main sections in the application form request information on the current use of the range, the condition the proposed project seeks to address, how the work will be done, and the planned budget for the project. Additional information that will be part of the application include project sponsor and contacts, the project site, descriptions and drawings of the proposed improvements, landownership information, and any letters of support from financial and local community partners.

The application should strive to make the best and clearest case possible on why the proposed project is a good one, the benefits that will result and to show that the project is well-thought through.

### ***How are grants reviewed and selected?***

Once an application is received, the project is reviewed by local District and Area Wildlife Managers. Feedback and suggested improvements to the project may be provided at that time, if earlier pre-application discussions have not taken place. Each of the four CPW regions ranks projects in their region and provide the rankings and any comments on projects to the SRDG program coordinator. Copies of the applications are also forwarded to members of the SRDG review panel.

The SRDG review panel is comprised of representatives from outside groups with a strong interest in recreational shooting and hunting, along with CPW and US Fish and Wildlife Service representatives. Proposals are assessed on the overall benefits they will provide to recreational shooters, hunters and/or archers in the state. Factors considered include cost-effectiveness, amount of public access, youth education and Hunter Education program access, expected ability to complete the project in a timely manner, range fees for public access, partner support, local match, population served, lack of alternative ranges, and degree of expansion of recreational shooting opportunities.

The review panel generally meets in late-May to review project proposals, receive presentations from project sponsors describing the proposal, and to develop funding recommendations for SRDG funds to the Director of Colorado Parks and Wildlife. Please see the separate application calendar for the exact application deadline and review panel meeting dates for the 2026 grant cycle.

### ***Are there design standards ranges must meet?***

Guidance for rifle, handgun, shotgun, skeet and trap ranges can be found on the National Rifle Association and the National Shooting Sports Foundation websites.

For archery ranges, design information is available on websites for the Archery Trade Association, the National Field Archery Association and other organizations.

### ***What requirements will I need to meet if I receive a conditional funding award?***

Prior to the final awarding of a grant, successful applicants will also need to provide final designs and budget (if there are any changes from the application package) and any permits required for the project

construction. In addition, a legal agreement with the state, most commonly in the form of a purchase order, must be fully approved before work can begin. For larger projects, generally those awarded funding above \$100,000, a grant with the US Fish and Wildlife Service and a state contract, must be fully executed before work can begin. Starting construction prior to receipt of a fully signed state contract or purchase order will very likely void the grant award and make it impossible for CPW to reimburse project sponsors for project costs. Examples of standard contract language for both governmental (i.e.; local or county governments) and non-governmental (e.g.; local shooting clubs) are available on the main page of the SRDG program on the Colorado Parks and Wildlife website.

Please review these documents prior to submitting a grant application to ensure the project sponsor can comply with listed contractual requirements. Contact the SRDG program coordinator with any questions about contract requirements.

Sponsors of projects that receive SRDG funding must also commit to maintaining the project improvements for their useful life, generally considered to be 15 years. Failure to maintain the project or to allow public access during the useful life may require the project sponsor to repay a prorated portion of the grant.

The majority of SRDG funding comes from federal funds, but state sourced funds—primarily revenue from annual registrations from the “wildlife sporting” specialty license plate -- may be used on projects. When federal funds are applied to a project, federal rules, procedures and requirements must be met.

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Attached is a list of more detailed references on shooting range environmental stewardship plans and shooting range design standards, and lists the major insurance requirements that projects involving construction will need to comply with.

If you have further questions about the Shooting Range Development Grant Program, please contact the SRDG program coordinator, Travis Long, at [travis.long@state.co.us](mailto:travis.long@state.co.us) or by phone at 303-291-7621.

## Important points to keep in mind as a project is developed or implemented

- Early consultation with Colorado Parks and Wildlife local personnel, such as District Wildlife Managers, can be helpful in project design, and to identify and resolve issues prior to the review panel meeting.
- Volunteer time is best documented at the time it is provided, commonly through signed volunteer timesheets. Trying to document volunteer participation in a project after the fact is difficult at best, and may result in reduced match and reduced reimbursement for expenses. Volunteer labor is valued at \$25/hour.
- Guidance for range designs is available through several organizations, including the National Rifle Association, the National Shooting Sports Foundation, the Archery Trade Association and others.
- Do not start construction work before a fully approved purchase order is in hand, or in the case of larger projects, a federal grant is approved and a contract with the state has been fully executed.
- Public access to the completed project is an important consideration for the program. Planned access should be well-described and provide a commensurate value to the recreational shooting public as the value of the grant.
- Grant recipients should include funding credit for projects on appropriate signage at the range and on their website.
- If the project design or cost estimates change, contact the Shooting Range Development Grant (SRDG) Program Coordinator to determine if an amendment to the purchase order or the federal grant and state contract is needed. Waiting until the end of the grant period to tell the SRDG Program Coordinator of design or budget changes may preclude CPW from being able to reimburse the project sponsor for some costs.
- Funding is provided on a reimbursement basis, which means the project sponsor pays for expenses up front, and then is reimbursed for the SRDG share of the expenses later.
- Project sponsors are responsible for maintenance of range improvements for their useful life, generally 15 years. If a project is on property the sponsor does not own, such as a local government or shooting organization constructing a project on county or federally-owned land, either the property owner must accept financial responsibility for

the maintenance or the project sponsor must have an agreement with the property owner to provide the maintenance.

- Project sponsors are required to have liability and, in some cases, worker compensation insurance and to include Colorado Parks and Wildlife as “additional insured”.

## References

Additional information for grant applicants on best practices, examples, and guidance is available for SRGP grant applicants:

### U.S. Environmental Protection Agency References

- EPA Best Management Practices –

[https://www.epa.gov/sites/default/files/documents/epa\\_bmp.pdf](https://www.epa.gov/sites/default/files/documents/epa_bmp.pdf)

- EPA Brochure: “Do You Use Best Management Practices for Lead at Your Outdoor Shooting Range?”

[https://www.epa.gov/sites/default/files/documents/bmp\\_lead\\_at\\_outdoor\\_shooting\\_ranges.pdf](https://www.epa.gov/sites/default/files/documents/bmp_lead_at_outdoor_shooting_ranges.pdf)

- EPA Guidance Manual: “Best Management Practices for Lead at Outdoor Shooting Ranges”

<https://www.epa.gov/lead/best-management-practices-lead-outdoor-shooting-ranges>

### State of Colorado References

- Colorado Department of Public Health and Environment. “Corrective Action at Outdoor Shooting Ranges Guidance Document.” January 2005

[https://www.lm.doe.gov/cercla/documents/rockyflats\\_docs/SW/SW-A-005055.pdf](https://www.lm.doe.gov/cercla/documents/rockyflats_docs/SW/SW-A-005055.pdf)

## Sample Stewardship Plans

- Environmental Stewardship Plan- Rod and Gun Club & Sportsman Association

[http://www.rangeinfo.org/resource\\_library/resLibDetl.cfm?CAT=Facility%20Management](http://www.rangeinfo.org/resource_library/resLibDetl.cfm?CAT=Facility%20Management)

- State of Florida: Environmental Stewardship Plan Template

[http://www.dep.state.fl.us/waste/quick\\_topics/publications/shw/hazardous/shootingrange/EnvironmentalStewardship\\_word.doc](http://www.dep.state.fl.us/waste/quick_topics/publications/shw/hazardous/shootingrange/EnvironmentalStewardship_word.doc)

## State Standard Insurance Requirements

The Contractor shall obtain, and maintain at all times during the term of this agreement, insurance in the following kinds and amounts:

- Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the contractor's employees acting within the course and scope of their employment.
- Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
  - \$1,000,000 each occurrence;
  - \$1,000,000 general aggregate;
  - \$1,000,000 products and completed operations aggregate; and
  - \$50,000 any one fire.
- If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.
- Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit may be required in cases in which automobiles are to be used in the construction project.

- The ***State of Colorado*** shall be named as additional insured on the **Commercial General Liability Insurance policy (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent)**. Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.
- The insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.
- The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- All policies evidencing the required insurance coverages shall be issued by insurance companies satisfactory to the State.
- The contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence of insurance coverage satisfactory to the state.

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# **CORRECTIVE ACTION AT OUTDOOR SHOOTING RANGES GUIDANCE DOCUMENT**



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**Colorado Department  
of Public Health  
and Environment**

**Hazardous Materials and Waste Management Division**  
Colorado Department of Public Health and Environment

**(303) 692-3300**

Version Two  
May 2012

*This guidance is meant to provide general information to help you comply with Colorado's hazardous waste regulations. It cannot cover every situation and is not intended to do so. It does not modify or replace adopted regulations, which undergo periodic revisions. If there is a conflict between the guidance and the regulations, the regulations govern. Some portions of the hazardous waste regulations are complex and this guidance does not go into details of these complex situations. This document is not intended and cannot be relied upon to create any rights, substantive or procedural, enforceable by any party in litigation with Colorado. The Division reserves the right to act at variance with this guidance and to change it at any time.*

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## 1.0 Introduction

This document is intended as a “plain English” guide to give owners and operators of outdoor small arms shooting ranges (.50 caliber or smaller) general guidance for the closure of active ranges and remediation of closed or abandoned ranges. It is intended to provide a framework for performing assessment and cleanup of these sites, but it is not intended as an all-encompassing corrective action guidance document. If you have specific questions or need interpretive guidance on your situation, you should contact the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division (the Division). Contact information for the Division is provided at the end of this document. Additional guidance on corrective action and hazardous waste compliance cited in this document can be found on the Division’s website and in Section 10.0 of this document.

## 2.0 Impact on Human Health and the Environment

Most contamination at outdoor small arms shooting ranges consists of heavy metals wastes from ammunition fired at the site. The most common contaminant is lead from expended ammunition, though arsenic, cadmium and zinc may also be present. Other wastes such as plugs, casings, target fragments, and abandoned structures may be present, depending on how the range was managed during its operation.

Lead can be introduced into the environment through oxidation of bullets and shot when it is exposed to air. Breakdown of the ammunition may also occur if the materials are allowed to weather and are exposed to freeze/thaw cycles. Lead can dissolve when it is exposed to acidic soil or water. Dissolved lead can then migrate through soil or fractured rock to ground water. The amount of lead that migrates into soil and ground water and the distance it travels will depend on several factors including:

- The amount of lead in soil (source).
- The length of time the source has been allowed to oxidize.
- The annual amount of precipitation.
- The pH of rain water, surface water, ground water, and surface and subsurface soils.
- The amount of time the source is in contact with acidic water or soil.
- Soil type and chemistry.
- Depth to ground water.
- Ground water chemistry.

In addition, lead bullets, shot, fragments, and dissolved lead can be transported by storm water runoff, which can result in the spread of soil contamination and impacts to surface water.

Once in the environment, lead can have many adverse effects on humans, animals and plants. Human exposure to lead can result in a wide range of health problems in adults, including kidney dysfunction, high blood pressure, reproductive problems, digestive problems, concentration and memory problems, neurological disorders, convulsions, coma and death. Effects on children include headaches, impaired vision and motor skills, behavior and learning problems, hearing problems, damage to brain and nervous system, and a reduced growth rate.

Effects on animals due to excessive lead exposure, primarily from ingestion, include increased mortality rates. Waterfowl are particularly susceptible to lead ingestion, especially in areas where shooting occurs over or near water. Other environmental effects of elevated lead levels include plant toxicity.

### **3.0 Best Management Practices at Active Ranges**

During the active life of a shooting range, range operators and owners should use a lead management program to reduce the mobility of lead in the environment. The plan should include best management practices (BMPs) such as bullet and shot containment, engineered structures or devices to prevent lead migration, as well as periodic lead removal and recycling. There are many techniques available to achieve these objectives that can be designed to meet the specific needs of individual ranges. In addition to the lead management practices above, active range operators and owners should evaluate whether lead-free shot should be used on the range.

Soil managed at an active range under a best management practice can be placed back on the ground at the shooting range if it is used for a similar purpose. For example, lead contaminated soil used in an earthen backstop may be returned to the backstop after the lead bullets, shot and fragments are recovered from the soil. The removed lead should be sent for recycling or must be disposed of as hazardous waste. Other best management practices may include adding lime, phosphate, or other stabilizers to adjust soil pH or other techniques intended to reduce the amount or mobility of lead in the environment.

Although best management practices at an active range are not considered to be a waste management activity subject to regulation, they may result in the generation of solid or hazardous wastes if the soils or other wastes are treated or disposed of offsite. For example, a mixture of clay target fragments, lead shot and soil generated while screening the soil to remove lead and debris (a best management practice approved activity) is considered to be a solid waste and may also need to be managed and disposed of as a hazardous waste if this screened debris contains lead or other contaminants at levels that would cause it to be regulated as hazardous. Similarly, wastes generated during other activities, such as moving soil during construction that is not being conducted as part of normal lead management practices, are not exempt from regulation. For example, a lead contaminated earthen backstop that is removed to allow a clubhouse to be constructed is subject to the waste management requirements of the Colorado Hazardous Waste Act, including the requirement to test the soil to determine if it is a hazardous waste. On the other hand, this soil would not be subject to regulation if it were reused in one of several other firing range backstops that may be present at the same active facility.

Best management practices should take into consideration the site's physical characteristics and operating conditions. Physical characteristics that should be considered include:

- Range size.
- Soil type and pH.
- Annual precipitation.
- Site topography and storm water runoff direction.
- Depth to ground water.
- Location of surface water bodies.

- Location and type of vegetation.
- Accessibility of shot fall and slug impact zones.

Range operations that should be considered include:

- The number of rounds shot annually.
- The size of the ammunition used.
- Shooting directions and patterns.

With these characteristics in mind, range-specific best management practices can be put in place to reduce the potential for lead to impact the environment. EPA Region II's *Best Management Practices for Lead at Outdoor Shooting Ranges* (revised June 2005) and the Interstate Technology and Regulatory Council's *Technical Guidance: Environmental Management at Operating Outdoor Small Arms Firing Ranges* (February 2005) provide additional guidance on techniques used to manage and recover lead at active shooting ranges.

#### **4.0 Corrective Actions at Closing, Closed or Abandoned Ranges**

The Division considers lead shot at closing, closed, or abandoned shooting ranges to be solid waste. Spent lead shot that is left in the environment long after it has served its intended purpose poses a threat to human health and the environment and is therefore subject to the broader statutory definition of solid waste under the Colorado Hazardous Waste Act and its implementing regulations. In addition, if soil containing lead or debris at a shooting range is in some way "managed," including being excavated, moved without being excavated, or buried, it is considered to be a solid waste. Once a solid waste, the material is considered to be a hazardous waste if it exhibits the toxicity characteristic for lead when analyzed by the Toxicity Characteristic Leaching Procedure (TCLP) using EPA Test Method 1311. If a shooting range has closed or is closing, or if soil will not be managed using a best management practice at an active range, corrective action to address impacted soil may be necessary.

In general, corrective action is made up of two primary components: assessment and remediation. Assessment is conducted to determine the full nature and extent of contamination present, while remediation consists of actions taken to mitigate or limit the potential for the contamination to cause harm to humans and the environment. If you are conducting corrective action at your site, you have the option of performing the work first and then seeking Division approval or you can involve the Division at key points in the corrective action process to ensure all requirements and technical expectations are met along the way. Seeking Division approval before beginning corrective actions will allow for agreement on the process and help avoid the unnecessary waste of time and money correcting any problems identified later.

The Hazardous Materials and Waste Management Division is responsible for overseeing corrective action at sites with solid and hazardous wastes. Shooting ranges identified as solid waste management units in hazardous waste permits or subject to corrective action under a compliance order must be remediated in accordance with the applicable legal requirements identified in those documents. If the shooting range was operating after 1980 and its closure is not subject to requirements of a permit, administrative order or consent decree, the Division's Hazardous Waste Corrective Action Unit would typically oversee the cleanup under a corrective action plan in accordance with Section 100.26 of the Colorado Hazardous Waste Regulations (6

CCR 1007-3). The only exception to this is if testing reveals that no pellets, bullets or lead fragments are present and the soil found on site does not exhibit the characteristics of a hazardous waste, in which case shooting ranges that were active after 1980 are eligible for cleanup under the Division's Voluntary Cleanup Program or the Solid Waste and Materials Management Program. Where a shooting range ceased operation prior to 1980, the Voluntary Cleanup Program or the Solid Waste and Materials Management Program would oversee the cleanup.

## **5.0 Site Assessment**

The main goal of any site assessment at a small arms shooting range is to determine the location and vertical and horizontal extent of contamination present. While there are many methods that can be used to characterize a site, the data generated from the assessment must be able to give you enough information to determine what areas need to be remediated and to what extent.

General information about the facility should be gathered as part of the initial site assessment. This information should include the physical location and the approximate limits of the range; physical features on or adjacent to the range that may affect shot or slug fall patterns such as berms and backstops, outcrops, hilly terrain or stands of trees; any valleys or bodies of water (ephemeral or flowing) draining the area that could potentially contain contaminated sediment; and the types and sizes of ammunition that may have been used at the range. Additional information such as the number of years the range was in operation, locations of firing lines and targeting areas, and the types of weapons used on the range may also be helpful in determining the locations of potential contamination zones. Where possible, the types and methods of targeting used at the range (e.g., clay targets or other materials, aerial or ground targets) should also be identified. If they are available, owners and operators familiar with the facility's historic operation should be interviewed as they may be able to provide this information.

A thorough visual site inspection is critical to verify the site's terrain, to find the approximate locations of firing lines, target and shot fall zones and slug impact areas, and to identify any other wastes present. If firing lines and target zones can be identified, areas suspected to be fall or impact zones should be flagged and inspected to determine their visible extent. If there is no specific information available on the location of the target zones and firing lines, the soils in the area must be systematically examined for the presence of shot, slugs and targets using a grid system, transects or other method.

Contaminant transport can be a concern with sites that are adjacent to water bodies and which do not have engineering controls such as berms or backstops to prevent expended shot, slugs and other wastes from being transported off site. If the site is adjacent to an ephemeral or flowing body of water or is located in a floodplain, sediments associated with these features should be evaluated for evidence of range-associated wastes.

Questions may arise on whether soil samples must be sieved or whether un-sieved samples should be used in the assessment process. While many current analytical methods rely on using only soil that has been passed uncrushed through a 30-mesh or 60-mesh (250 $\mu$ m) sieve as the source for analytical tests, some controversy exists in the field as to the best method(s). Different sample preparation protocols have been proposed and approved by other regulatory agencies.

Differences in sample preparation protocols include the designation of the size of sieve or whether to use a sieve at all and on the degree of disaggregation prior to sieving. Therefore, to recommend a specific sample preparation method may be misleading. No matter which method is finally selected, however, it should result in a sample that is representative of the area being tested and yields data that accurately quantifies the degree to which it may be contaminated.

### 5.1 Site-Specific Issues for Shotgun and Multipurpose Ranges

Outdoor shotgun practice ranges such as trap, skeet and sporting clays ranges and ranges used for both smooth-bore and rifled weapons shooting, can be problematic when compared to small arms rifle and pistol ranges for assessment and remediation. These ranges may be located on variable terrain, may sit adjacent to intermittent or flowing water bodies, and/or may not have backstops or other manmade or natural structures to prevent or limit expended ammunition from leaving the range. Shotgun ammunition contains small diameter pellets rather than a single slug. Because of its size, this smaller ammunition can scatter and disseminate more readily through sandy or rocky soils and be more readily mobilized off of the original range limits by weathering processes or wildlife.

Targets used on these ranges may contain other regulated hazardous constituents such as polycyclic aromatic hydrocarbons (PAHs) depending on the manufacturer of the target clays and the dates of manufacture. Other solid wastes such as plastic shell liners, casings and plugs may also be present if the range was not regularly maintained during its operation. A systematic approach and thorough assessment is necessary to properly characterize and remediate these sites.

Multipurpose ranges often have a greater number of shooting days when compared to single purpose ranges, and ammunition types should be expected to vary widely in size and distribution. In this case, the range should initially be examined using methods suitable for shotgun ranges until additional information can be gathered on targeting locations and firing lines.

#### Shotgun or Multipurpose Range Site Assessment

Shotgun and multipurpose ranges usually must be characterized using a site wide approach as the expended ammunition may be more widely distributed than at a rifle range. Gridding off the range into smaller sections to delineate and examine specific areas, along with qualitative sampling to identify shot or slug presence/absence, may need to be conducted during the initial site assessment to identify these areas. In this case, the sampling should be done on a dry basis, with samples sieved to determine the presence or absence of pellets. When soil samples are obtained, samples should be taken at specific depths at each sampling point to determine the approximate vertical distribution of the expended ammunition.

In general, individual grid dimensions should be no greater than 50 feet by 50 feet; these may be smaller depending on the size of the range. One method that can be used to help characterize the soil contamination and to potentially limit the number of soil samples necessary to characterize the site is to determine the threshold level (what amount of pellets per unit weight of soil) that would cause the sample to be regulated as solid waste and/or hazardous waste. This threshold

level may be based on risk-based values such as those found in the *Colorado Soil Evaluation Values* (July 2011 and updates) or on values specifically approved by the Division for the site. The *Colorado Soil Evaluation Values* table is available on the Division's website.

To minimize wasted time and effort, the method used to characterize an area should be discussed with the Division beforehand and submitted in a work plan for review and approval. Various approaches are available, including everything from collecting multiple samples from a grid or transect and analyzing each individually to compositing several samples and analyzing as one sample. The first approach may provide sufficient detail to allow you to limit remediation to small areas within a particular grid or transect. Basing a remedial decision on a single composite sample limits you to a "pass/fail" determination for the entire grid, requiring additional sampling if you want to further refine and reduce the area where remediation may be required. The decision on which approach to employ will be dependent on the competing costs of collecting and analyzing soil samples versus the cost of remediating and disposing of the lead contaminated soil.

An example protocol for field sampling and testing for macroscopic pieces of lead (based on Carter Burgess, 2002) is provided below. This method is preferred over others that rely on the collection and laboratory analysis of what is presumed to be a representative sample. The method described below results in a more representative total lead concentration that is (a) based on a much larger volume of soil and (b) is not subject to the problem of getting a representative sample in a situation where the contaminant may not be uniformly distributed in the soil matrix (which can lead to either under or over reporting the contaminant concentration). This method also minimizes the number of samples that need to be submitted for laboratory analysis, and is capable of being implemented in the field with real-time decisions being made on what further characterization is necessary.

1. Determine the average weight of soil in a full 8-ounce jar based on weighing six individual samples and calculating the average soil weight. These soil samples should be collected from a non-impacted area of the site where soils adequately reflect the types of soils found in the range area.
2. Mark the locations to be sampled in and around the shotgun pellet fallout zone with survey flags and note the position of each sample location using either global positioning system (GPS) technology or detailed site maps.
3. At each sample location in the shotgun pellet fallout zone, collect enough soil from the 0 to 2-inch depth interval to fill an 8-ounce sample jar. If the initial site investigation indicates contamination may be present at greater than 2 inches in depth, additional soil samples should be taken to delineate the vertical extent.
4. Each sample should then be sieved separately using a sieve with a 2-millimeter opening. This mesh size reflects the smallest pellet size commercially available (Size 9) which is 2.03 millimeters in diameter. Once the lead shot and bullet fragments are separated from the sample, these lead particles should be weighed to the closest 0.01 grams.

5. Using the average weight of soil from Step 1 and the weight of the lead shot and bullet fragments from Step 4, calculate the milligrams of lead per kilogram of soil in each sample.

Based on this information, a determination can be made on what amount of lead in the soil (either by weight or by number of pellets) would cause the soil to contain total lead at greater than the unrestricted (residential) use guidelines in the *Colorado Soil Evaluation Values* (July 2011 and updates) or other value approved for this site. This threshold value can then be used to compare information from other soil samples taken at the range to identify areas needing further investigation or remediation. An example of grid characterization for a shotgun range is provided in Figure 1.

After initial samples have been taken and a general outline of the shotgun pellet fallout zone has been established, additional site sampling should be done to more thoroughly define the full magnitude of lead contamination. Sampling may be done in one of two ways:

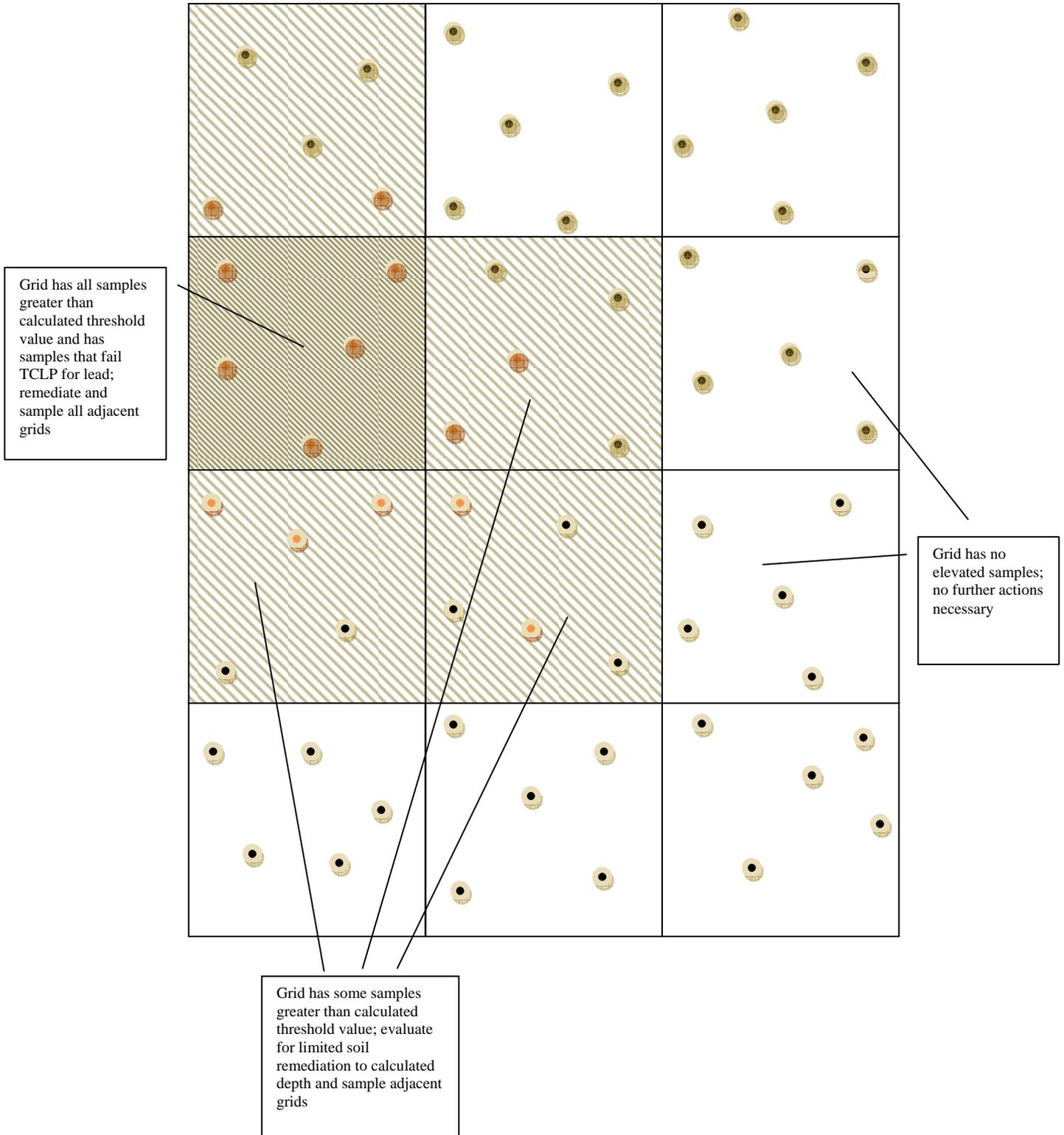
- Establishing multiple transects throughout the observed shotgun pellet fallout zone along which data is collected.
- Conduct additional sampling in grids around areas previously identified as having contamination above the threshold level to further delineate the lateral extent of the fallout area.

The characterization of the areal and vertical extent should proceed using steps 4 and 5 noted above until the full extent of the contamination is defined down to the unrestricted (residential) use guidelines or other value specifically approved by the Division for the site. At the same time, samples of the sieved soil should be submitted for laboratory analysis to determine whether fragments smaller than 2 millimeters in size may have contaminated the soil to levels above the unrestricted (residential) use guidelines. If testing reveals that the sieved soil meets the unrestricted (residential) use guidelines, the need for remediation may only be triggered by the presence of the whole shotgun pellets. This knowledge may allow for unrestricted use of the soil after the pellets are removed, without further testing.

If the sieved soil sample contains lead at levels greater than the unrestricted (residential) use guidelines, an additional soil sample should be collected for laboratory analysis to verify whether the soil passes or fails TCLP for lead to determine whether it needs to be managed as a solid or hazardous waste.

Representative soil samples should also be collected from the firing lines for laboratory analysis if the location of these areas is known since microscopic particles of lead and other metals can be of concern in these areas. Representative samples of shotgun target debris should be collected from the range and analyzed using the TCLP to determine whether this waste material may be characteristically hazardous for lead. The target fragments should also be tested for other constituents (metals, polycyclic aromatic hydrocarbons) to determine whether they too are regulated and therefore need to be analyzed for in soil samples during the site characterization process.

Figure 1 – Example of Grid Characterization for Shotgun Range Remediation



In some instances, you may find that some samples in a given grid have constituent concentrations greater than the unrestricted (residential) use value, while other samples in that grid are lower than the value. In this instance, you should determine whether the entire grid section should be remediated or if only portions of it should be remediated. You will need to include this determination and the supporting justification for making the decision in your documentation of the processes you went through when selecting your remediation alternative.

## 5.2 Site-Specific Issues for Rifle and Pistol Ranges

Ranges used solely for rifled weapons can be somewhat easier to assess and remediate. Since rifled weapons fire ammunition at higher velocities, these ranges will often have backstops and side walls to help prevent ammunition from leaving the range and expended ammunition may be more concentrated rather than disseminated over a large area. However, bullets fired into backstops and berms can shatter and create finer lead particles. In addition, lead particles from weapons firing may be present at firing lines and some rifle ranges may have remnants from clay targets, shell casings, and plugs.

Areas with significant exposure to ammunition or with a potential for impact, such as the area between the firing line and impact berm, the impact berm itself and runoff collection areas, should be assessed to determine if lead contamination is present and whether cleanup is necessary.

### Rifle and Pistol Range Site Assessment

In general, ranges for rifled weapons will have contamination concentrated in several distinct areas: at the firing line, near target zones and in backstops or berms. Soil samples should be collected from the berms and backstops first; the rest of the shooting range should be characterized based on the results from these areas. An example methodology follows.

1. Sample and analyze the soil to determine if there are levels of total lead above the Division's unrestricted (residential) use guidelines in the *Colorado Soil Evaluation Values*, (July 2011 and updates) and/or levels of leachable lead in the soil at or above the toxicity characteristic limit of 5 mg/L. If necessary, a randomized sample grid pattern can be used for initial assessment, with more samples collected in areas of suspected high levels of contamination such as backstops. The initial grid spacing will depend on the total area to be assessed, but should generally be no greater than 50 feet by 50 feet; smaller grid spacing may be necessary depending on the area being sampled. If structures such as impact berms and sidewalls are not present, the range should be evaluated in the same manner as a shotgun or multipurpose range. Unless the lead-bearing bullets have been or are scheduled for removal and recycling, a sampling approach similar to what is used for shotgun or multipurpose ranges may be needed to factor in this lead content when making a hazardous waste determination for soil in the impact zone.
  - a. To determine the vertical extent of total lead contamination above the residential use guidelines:

- i. Collect soil samples at set intervals, beginning at the ground surface and extending downwards to a depth where contamination is no longer anticipated (e.g., sample 1 from the 0-2 inch depth interval, sample 2 from 2-6 inches, sample 3 from 6-12 inches, etc.). Professional judgment should be used to decide if different sample intervals are more appropriate (e.g., sample 1 from the 0-2 inch depth interval, sample 2 from 6-12 inches, sample 3 from 18-24 inches, etc. in an area such as the backstop where shot penetration is expected to be greater).
    - ii. Analyze the 0-2 inch sample for total lead using EPA Method 6010B.
    - iii. If the total lead concentration is greater than the Colorado unrestricted (residential) use guidelines, analyze the next deepest sample.
    - iv. Continue to analyze progressively deeper samples until the analytical result is below the Colorado unrestricted (residential) use guidelines.
  - b. Repeat step (a) at each location to delineate the horizontal extent of contamination.
  - c. Additional sampling points may be necessary to delineate contamination detected during initial grid sampling.
  - d. To evaluate the presence and extent of leachable lead contamination above the toxicity characteristic limit, analyze a sufficient number of representative samples that exceed the Colorado unrestricted (residential) use guidelines by using the TCLP to determine the total lead concentration level (threshold level) above which soil will generally be a hazardous waste.
2. If soil sampling results indicate that there is impacted soil near or in contact with ground water, or if shallow ground water is present, monitoring wells should be installed to evaluate the presence and extent of ground water contamination. If contamination in ground water exceeds established Colorado ground water standards, the extent of impacts to ground water must be delineated and addressed during site remediation.

## 6.0 Soil Remediation Considerations

Depending on assessment results and future potential land uses, remediation or proper management of impacted soil may be necessary. Remediation will likely be necessary at former ranges that are planned for development or are currently used for activities that could result in exposure to human and ecological receptors. If contaminated soils are left in place, administrative controls such as an environmental covenant or environmental use restriction will be required, limiting future uses of the site.

As you evaluate remedial options for handling contaminated soil from an outdoor range, these issues must be considered:

- A hazardous waste determination must be made on all newly generated waste, including contaminated soil that is disturbed or actively managed (e.g., excavated, tilled, or scraped) during the cleanup activity, regardless of when the shooting range ceased

operating or which program within the Division is overseeing the cleanup. Soil with leachable lead concentrations exceeding the toxicity characteristic limit of 5 mg/L is considered to be a characteristic hazardous waste and must be managed accordingly.

- If there is a potential for impact to ground water or surface water (for example, contaminated soil is in contact with or within 5 feet of ground water or within 100 feet of surface water), the concentration of leachable lead remaining onsite should not exceed 1.1 mg/L, a leachate extract concentration believed to be protective of underlying ground water quality. A cleanup that leaves behind lead contamination at concentrations greater than the Division's unrestricted (residential) use guidelines must be tested to verify that the residual contamination will not be sufficiently mobile to degrade ground water quality at a later date.
- Any cleanup that leaves soil contamination at a level greater than the Division's unrestricted (residential) use guidelines and/or that poses a risk to ground water (yields a TCLP leachate concentration equal to or above 1.1 mg/L) will require that use restrictions and appropriate access controls be put in place. These controls would be incorporated into an environmental covenant in accordance with Sections 25-15-317 through 25-15-327 of the Colorado Revised Statutes. The only exception to the requirement for a covenant is for cleanups occurring under the oversight of the Voluntary Cleanup Program where the designated land use is noted in the Division's approval letter. Violation of the designated land use voids that approval. More information on the use of environmental covenants and use restrictions can be found on the Division's website.
- Where possible, the Division recommends that lead slugs, shot and fragments be screened from the impacted soil before any other treatments are used. These materials can be recycled as scrap metal in accordance with the Colorado Hazardous Waste Regulations (6 CCR 1007-3, Section 261.6). Separating and recycling lead shot and fragments from the soil may reduce the total volume of waste requiring treatment and/or disposal, or may eliminate the need altogether depending on sieved sample results. Screening out lead fragments is not required if the waste is treated during remediation as long as the treatment process thoroughly stabilizes both the soil and the lead fragments, resulting in a mixture that is no longer a characteristic hazardous waste.
- During the remediation of soil that is a hazardous waste, no stockpiles may be created unless they are strictly meant to facilitate site cleanup (staging piles for the purpose of preparing for treatment or disposal), in which case the temporary stockpiles must be eliminated within 72 hours of creation. Such piles should be limited to areas of known contamination that will be remediated and where confirmation samples will be collected to verify that no residual contamination is being left behind. Placing contaminated soil in clean areas is strongly discouraged. However, if it is necessary to do this, the temporary stockpile should be placed on plastic sheeting and covered with weighted plastic sheeting. Confirmation samples must also be collected once the soil is removed to verify that clean soil around and beneath the stockpile has not been impacted.

- The Division recommends that bench scale tests be performed on materials with the highest lead concentrations prior to remediating soil that is a hazardous waste. Successful elimination of the hazardous waste characteristic in this material will reduce the need for subsequent testing of the treated soil for waste determination purposes. If the chosen treatment method is of questionable reliability (e.g., the hazardous waste characteristic may not always be eliminated), the treated soil will need to be tested routinely for waste determination purposes. In the event that the bench scale tests are successful and the characteristic is consistently eliminated, some samples will still need to be collected to verify the continued success of the stabilization effort following full scale field implementation of the treatment process. This verification testing may be discontinued if it is demonstrated early on that the lead contaminated soil is successfully treated during the full scale operation of the treatment system.

Additional factors to consider include:

- Establishing onsite treatment operations within the confines of the shooting range facilitates the timely excavation and hauling of soils destined for treatment, as well as the return and placement of treated soil. When fieldwork is confined to one location, the project is more efficient and overall project costs are reduced.
- Many shotgun ranges may not be good candidates for a single type of remediation because the associated contamination is often widely disseminated. Multi-pronged approaches such as offsite disposal of heavily contaminated soils and onsite treatment of less contaminated soil may be used.
- In some instances, it may be necessary to retrieve lead contaminated soil that may have washed onto adjoining properties. This soil may be recovered and moved to the site where the cleanup is taking place. Once it is brought back onsite, the lead contaminated soil should be managed in accordance with its waste classification (e.g., in containers if it is a characteristic hazardous waste).
- Targets, casings and other range wastes present a different concern. Since these wastes are usually surface deposits, hand-picking or surface soil scraping of fall areas can be performed. Once collected, these wastes should be characterized to determine if they are hazardous and then recycled or disposed of based on that determination. Since the fall zones can overlap with bullet or shot fall zones, care should be taken to avoid comingling different types of waste. It may be helpful to separate shot and bullet fragments from other wastes where possible to aid in reducing the volume of hazardous waste and disposal costs.

## **7.0 Soil Remediation Alternatives**

Lead contaminated soil can often be treated onsite to eliminate the hazardous waste characteristic, allowing for its disposal more economically as a solid waste. Treatment of hazardous waste by the generator must be conducted in accordance with Section 100.21(d) of the Colorado Hazardous Waste Regulations (6CCR 1007-3). Among other things, this rule requires that treatment occur in tanks or containers and that a waste analysis plan describing the treatment

procedure and methods used to verify the success of the treatment effort be developed before the treatment process is put in place. Confirmation sampling is necessary to demonstrate the effectiveness of the selected treatment technology(ies). If the determination is made that the material has been treated to meet the Land Disposal Restriction treatment standards (see Section 8.0 below) and is no longer a hazardous waste, the soil may be managed in accordance with Colorado's solid waste regulations (6 CCR 1007-2).

Soil that remains hazardous after treatment must undergo additional treatment to meet the applicable treatment standards, or must be disposed of at a hazardous waste landfill within 90 days of when it was first excavated, in accordance with Part 262 of the Colorado Hazardous Waste Regulations. Refer to the Division's *Treatment of Hazardous Waste by Generators Guidance Document* (August 2010 and updated) for additional information regarding treatment of hazardous waste.

### 7.1 Commonly Used Remediation Alternatives

The following remedies are frequently used at shooting ranges because they are effective and relatively simple to put in place.

- Excavation and disposal: This involves mechanical removal of contaminated soils and disposal of those soils offsite. If leachable lead concentrations meet or exceed the toxicity limit of 5 mg/L, the soils must be disposed of at a permitted hazardous waste landfill where they will be treated prior to disposal. Untreated soils with leachable lead concentrations below the 5 mg/L toxicity limit are not hazardous waste and may be disposed of at a permitted solid waste landfill. As discussed in Section 6.0, soil with leachable lead levels below the 5 mg/L toxicity limit, but above the health-based unrestricted (residential) use guidance level and/or above the leachate extract concentration protective of ground water (1.1 mg/L for lead) can be left onsite. However, this would require ongoing land use restrictions that must be ensured long term through an environmental covenant, environmental use restriction or other Division-approved control mechanism. Approval from the local governing authority may also be required.
- Stabilization/solidification: This treatment process involves mixing a treatment agent such as Portland cement or a phosphate-based stabilization compound with the excavated soil to reduce contaminant solubility, decrease the exposed contaminant surface area, and reduce matrix porosity and permeability. This reduces the potential for the contamination to be exposed to fluids that could transfer it out of the soil into surface or ground water. After appropriate testing to ensure effective treatment to meet the land disposal restriction standards (see Section 8.0), the non-hazardous stabilized soil may be disposed of at a permitted solid waste landfill. An alternative is to dispose of the treated soil onsite, but this requires the property owner manage this waste in accordance with the design and operation requirements of a permitted solid waste disposal facility. Engineering controls to limit or prevent treated soils from moving offsite and administrative controls such as an environmental covenant would also be required in this instance. Local governing authority approval for onsite disposal would be required.

## 7.2 Less Common Remediation Alternatives

The remedies below have been used at sites with soil contamination for stabilization and cleanup. However, these are rarely used for outdoor shooting ranges.

- Vitrification is a high temperature technology that reduces the mobility of metals by incorporating them into a chemically durable, leach resistant, glass-like material. Contaminated soil can be excavated and treated above ground or can be treated in place.
- Soil washing is a technology that uses a combination of agitation and water based washing fluid to remove contaminants from excavated soil. Because soil washing transfers contaminants to the washing fluid, the fluid must be treated for reuse or disposed of as hazardous waste.
- Soil flushing is the in place extraction of contaminants from soil by flooding the contaminated soil with a washing fluid to move contaminants to an area where they are removed from the ground. As with soil washing, the fluid must be treated or disposed of as hazardous waste because contaminants are transferred to the washing fluid.
- Phytoremediation is an in place technology where plants are used to remove contaminants from soil and/or ground water, or to degrade contaminants to more desirable by-products. Plants can remove contaminants when their roots take in water and nutrients from the soil and ground water or when contaminants stick to (or sorb) to the plant's roots. Some contaminants are stored in the leaves and stem of the plant while others can be changed into less harmful chemicals within the plant or by bugs or microbes that live near the plant's roots. Afterward, the plants are usually harvested and destroyed.

Additional information on remediation options based on contaminant concentration can be found in Table 1.

## **8.0 Land Disposal Restrictions**

If you decide to stabilize lead contaminated soil that exhibits the characteristic of hazardous waste onsite in accordance with Section 100.21(d) of the regulations, you must ensure that the resulting lead concentrations in the treated soil have been reduced to the extent necessary to satisfy the Land Disposal Restrictions (LDRs) in Part 268 of the regulations. The waste code-specific treatment standard for characteristic wastes destined for land disposal requires removal of the hazardous characteristic plus treatment of the underlying hazardous constituents present in the waste to meet the universal treatment standards. Underlying hazardous constituents are contaminants present in the waste, but do not themselves cause the waste to exhibit a hazardous characteristic. When determining what universal treatment standards apply to a waste, you are not required to analyze for or treat all 257 constituents in the universal treatment standards table in Section 268.48 of the regulations. You are only required to identify and treat underlying hazardous constituents which can reasonably be expected to be present at a concentration above the constituent-specific universal treatment standard. Underlying hazardous constituents may

include metals such as arsenic, cadmium, zinc and antimony associated with weapons firing or polycyclic aromatic hydrocarbons (PAHs) associated with some clay targets.

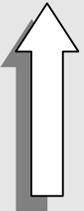
Land disposal of hazardous soils is generally prohibited unless the soils have been treated to meet the waste code-specific treatment standards developed for the hazardous waste. Yet remediation wastes, due to either their large volume or unique characteristics, are not always amenable to the same type of treatment. Therefore, alternative treatment standards were developed for contaminated soils. The alternative treatment standards for contaminated soils are in Section 268.49 of the Colorado Hazardous Waste regulations.

The alternative treatment standards for contaminated soil allow you to choose among three types of treatment:

- Treat the soil to meet the existing treatment standards for lead.
- If the soil contains really low levels of lead, manage the soil in accordance with the contained-out policy (see Appendix 2 of the *Corrective Action Guidance Document*, available on the Division's website).
- Treat the soil using the alternative treatment standards in Section 268.49.

The alternative soil treatment standards in Section 268.49 require that all constituents subject to treatment present in the soil at 10 times the universal treatment standard or higher be treated to reduce the concentration by 90%. You are not required to treat the soil to less than 10 times the universal treatment standard or beyond normal background levels. For example, a contaminated soil contains 40 mg/L lead. Reducing this by 90 percent would mean treating the waste to 4 mg/L. However, the universal treatment standard for lead is .75 mg/L, so 10 times the universal treatment standard would be 7.5 mg/L. Therefore, this soil would require treatment to 7.5 mg/L to meet the alternative soil treatment standard. In this example, however, the soil would still exhibit a characteristic of hazardous waste if treated to this level since 10 times the universal treatment standard is above the toxicity characteristic level of 5 mg/L. As long as the soil still exhibits a hazardous characteristic, it would require disposal in a hazardous waste disposal facility. It may be worth your while to treat the soil to below the toxicity limit of 5 mg/L so that it may be disposed of at a municipal or industrial solid waste landfill as long as all of the underlying hazardous constituents are also treated. Treated wastes cannot be land disposed until all applicable treatment standards have been met, even if the waste itself no longer exhibits a characteristic.

**TABLE 1: SUMMARY OF CONCENTRATION BASED SOIL MANAGEMENT REQUIREMENTS**

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">INCREASING LEAD CONCENTRATION</p> 	RELATIVE CONCENTRATION	MANAGEMENT REQUIREMENTS	TREATMENT OPTIONS
	Lead concentration in the TCLP leachate extract exceeds the toxicity characteristic regulatory limit of 5 mg/L.	Excavated soil must be managed as a hazardous waste.	<ul style="list-style-type: none"> <li>• Excavate and dispose at a hazardous waste landfill.</li> <li>• Treat onsite to meet the land disposal restrictions and dispose at a solid waste landfill.</li> <li>• Treat in place using techniques that do not actively disturb or manage the soil to meet the land disposal restrictions and leave onsite; may require Division approval.</li> </ul>
	Lead concentration in the TCLP leachate extract exceeds the 1.1 mg/L leachate reference concentration but is less than the toxicity characteristic regulatory limit of 5 mg/L.	Excavated soil must be managed as a solid waste.	<ul style="list-style-type: none"> <li>• Excavate and dispose at a solid waste landfill.</li> <li>• Treat onsite to immobilize the contaminants and leave onsite; may require Division approval.</li> </ul>
	Total lead concentration exceeds the 400 mg/kg unrestricted (residential) use value and TCLP leachate extract is less than the 1.1 mg/L leachate reference concentration.	Excavated soil must be managed as a solid waste.	<ul style="list-style-type: none"> <li>• Excavate and dispose at a solid waste landfill.</li> <li>• No treatment necessary to leave onsite; may require Division approval.</li> </ul>
	Total lead concentration is less than the 400 mg/kg unrestricted (residential) use value <sup>1</sup> .	No specific management requirements for this low level contaminated soil.	<ul style="list-style-type: none"> <li>• No treatment necessary to leave onsite.</li> </ul>

<sup>1</sup>Generally, lead concentrations greater than 400 mg/kg are required to fail the toxicity characteristic ( $\geq 5$  mg/L via TCLP) or to leach sufficient lead to potentially impact ground water ( $> 1.1$ mg/L via TCLP). If the lead is in a more soluble form, the soil must be managed as a hazardous waste if it fails the toxicity characteristic even though the total lead concentration may be less than or equal to the unrestricted use value. Contaminated soils left onsite may require Division and local governing authority approval and/or an environmental covenant or environmental use restriction.

## 9.0 Additional Resources

For additional information please contact:

Colorado Department of Public Health and Environment  
Hazardous Materials and Waste Management Division  
4300 Cherry Creek Drive South  
Denver, Colorado 80246-1530

Customer Technical Assistance  
(303) 692-3320  
or  
(888) 569-1831 ext. 3320 (toll-free outside of 303/720 area codes)

Fax: (303) 759-5355  
OR  
E-mail: [comments.hmwmd@state.co.us](mailto:comments.hmwmd@state.co.us)

Please provide as much detail as possible concerning your question and the waste or process to which it applies.

### Websites

Hazardous Materials and Waste Management Division  
<http://www.colorado.gov/cdphe/hm>

U. S. Environmental Protection Agency  
[www.epa.gov](http://www.epa.gov)

Interstate Technology and Regulatory Council  
<http://www.itrcweb.org/>

## 10.0 References

Carter Burgess, *Application to the Colorado Voluntary Cleanup and Redevelopment Program, Former Outdoor Shooting Range, S/2 Section 6, T1S, R68W, Broomfield, Colorado*. April 2002

Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, *Colorado Soil Evaluation Values*. July 2011.

Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, *Corrective Action Guidance Document*. May 2002.

Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, *Contained-Out Determination Procedure for Environmental Media Contaminated with RCRA Hazardous Waste*, Appendix 2 of the *Corrective Action Guidance Document*. May 2002.

Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, *Guide to Generator Requirements of the Colorado Hazardous Waste Regulations*.

Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, *Treatment of Hazardous Waste by Generators Guidance Document. Third Edition*. August 2010.

Colorado Department of Public Health and Environment, Water Quality Control Division, *Regulation 41, The Basic Standards for Ground Water* (5 CCR 1002-41).

Interstate Technology and Regulatory Council, *Technical/Regulatory Guidance: Characterization & Remediation of Soil at Closed Small Arms Firing Ranges*. January 2003 (<http://www.itrcweb.org/Documents/SMART-1.pdf>).

Interstate Technology and Regulatory Council, *Technical Guidance: Environmental Management at Operating Outdoor Small Arms Firing Ranges*. February 2005 (<http://www.itrcweb.org/Documents/SMART-2.pdf>)

U.S. EPA, Office of Emergency and Remedial Response, Washington, D.C., *Engineering Bulletin, Technology Alternatives for the Remediation of Soils Contaminated with As, Cd, Cr, Hg, and Pb*, EPA 540/S-97/500. August 1997 (<http://www.elaw.org/assets/pdf/tdtchalt.pdf>).

U.S. EPA Region II, *Best Management Practices for Lead at Outdoor Shooting Ranges*, EPA-902-B-01-001, June 2005 ([http://www.epa.gov/region02/waste/leadshot/epa\\_bmp.pdf](http://www.epa.gov/region02/waste/leadshot/epa_bmp.pdf)).



**Colorado Parks and Wildlife**  
**Shooting Range Development Grants Program**  
**APPLICATION FORM & INSTRUCTIONS**  
*January 2026 version*

- ✓ **PLEASE USE THE FORMS PROVIDED & FILL IN ALL SECTIONS!**
- ✓ **Contact the SRDG Program Coordinator if you have any questions.**

<b>APPLICANT INFORMATION</b>	
<b>Applicant (Organization):</b>	
<b>Project Title:</b>	
<b>Project Costs:</b>	
<b>Total Project Cost</b>	
<b>SRDG Funding Requested</b>	
<b>Matching Funds To Be Provided</b>	
<b>Source(s) and amount(s) of matching funds: (e.g. cash, local funds, foundation grants, donated materials, volunteer labor)</b>	
<b>General Location of Range (e.g.; distance and direction from town or nearby landmarks. Please include map or Google Map-type photo):</b>	
<b>County:</b>	
<b>APPLICANT INFORMATION</b>	
<b>Applicant Organization Mailing Address:</b>	
<b>Organization Website:</b>	
<b>Main Project Contact:</b>	<b>Title:</b>
<b>Contact Mailing Address:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email:</b>	
<b>Organization Tax ID Number:</b>	

<b>Organization SAM.gov (previous DUNS) Number (required if funding is awarded):</b>		
<b>Type of Organization:</b>		
<b>Circle/Highlight Facilities at the Range:</b>		
Archery	Shotgun	Small Bore (.22) High Powered Rifle Handgun
<i>I certify that the information contained in this grant application is accurate. If awarded a grant, our organization will abide by the requirements of Colorado Parks and Wildlife. I acknowledge that failure to meet the requirements of the grant program will result in forfeiture of grant funds.</i>		
<i>Signature of person who prepared grant application</i>		<i>DATE:</i>
<i>Printed name of above individual</i>		
<i>Signature of president of applicant organization</i>		<i>DATE:</i>
<i>Printed name of above individual</i>		
<b>PROJECT COSTS</b>		
<b>Amount of SRDG grant funding requested</b>	<b>\$</b>	<b>Percentage of total project: (no more than 75%)</b>
<b>Amount of local cash match</b>	<b>\$</b>	<b>Percentage of total project: (must total at least 25% of total project cost, i.e. 3:1 grant:match minimum)</b>
<b>Amount of local in-kind match</b>	<b>\$</b>	
<b>Total match</b>	<b>\$</b>	
<b>Total Cost of Project</b>	<b>\$</b>	<b>Above percentages must total 100%</b>
<b>Sources and amounts of local match (e.g. town/county/club cash, volunteer labor [valued at \$25/hour], donated supplies):</b>		
<b>PROJECT DESCRIPTION</b>		
<b>Need (Existing condition of range, opportunities to improve range and public access):</b>		
<b>Purpose (Why are the planned improvements being made, range issues they will address):</b>		

**Objectives (What specific improvements will be constructed):**

**Approach (How will construction be performed, who will do it):**

**Is any new ground disturbance part of the proposed shooting range improvement activities (e.g. new berms where there were none before, leveling raw ground) Was the area previously disturbed? Please include photos of the area to be improved. A Cultural and Historic Resources Survey may be required for previously undisturbed lands that are part of the project.**

**Expected Results & Benefits (How will range be improved and benefit to the public.):**

**Planned Work Schedule: (when will work start, schedule, estimated time to complete)**

**Range Use --**

<b>Access type</b>	<b>Number of days currently?</b>	<b>Number of days after project?</b>
<b>Public Access (1)</b>		
<b>Hunter Education</b>		
<b>Hunter Sight-in Days</b>		
<b>Youth Education</b>		
<b>Youth Competition</b>		

Other		
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(1) Public access is defined as days when the general public can use the range (including paying reasonable access fees) without being accompanied by a club member or being part of an organized group such as a youth program or a competitive shooting event.

Please list types of youth groups or activities that the range will be available to after the project is completed --

**RANGE ACCESS INFORMATION**

(Please fill in all that apply or note N/A if it does not apply)

- Initiation Fee:
  
- Annual Membership dues:
  
- Number of Members:
  
- Cap on Membership Numbers?:
  
- Fee for Guests:
  
- Public Access Fees:

**PUBLIC USE / PRIVATE USE / ADA USE**

Present <b>PUBLIC</b> Shooting Range Use (%):	After completion (%):
Present <b>PRIVATE</b> Shooting Range Use (%):	After completion (%):
Present Handicapped Shooting Range Use (%):	After completion (%):

Please describe type and average availability of public (i.e. non-member) access. This includes youth education programs, competitions, introductory programs, and general public (unstructured) access:

**Project Budget:**

Work Item	Work Activity	Unit of Measurement	Quantity	Cost Unit	Total Cost	Local Share	Federal Share


**ENGINEERING (if applicable)**

**Name:**

**Qualifications:**

**MAINTENANCE (Responsible Party)**

**Responsible organization:**

**Contact Information:**

**SITE PLAN**

**Please include a map to show the general location of the range, including the nearest community and access roads. Also include a diagram of the range that includes existing and proposed range features. The diagram may be hand drawn.**

**LAND OWNERSHIP**

*Property to be developed must be controlled by the local sponsor for the life of the project. A copy of the lease, easement, or title must be given to CPW to ensure public access to the property throughout the life of the project. Give the name of the landowner and the type of legal instrument guaranteeing public access for a minimum of the useful life of the project. If the project is selected the applicant will be required to furnish a copy of such document.*

**Property Owner:**

**Legal Instrument (including length of lease if not owned by project sponsor):**

**MAIN CPW STAFF CONTACTED FOR PROJECT**

**Name, title, phone number (e.g., District Wildlife Manager, Regional Manager, Area Wildlife Manager, Hunter Education Coordinator):**

## **Acknowledgements:**

By signing or submitting this application, the project sponsor acknowledges the following –

\_\_\_\_ An environmental stewardship (lead mitigation) plan has been or will be submitted.

\_\_\_\_ Public access will be allowed at the range, based on reasonable terms, conditions and fees agreed to with CPW, for the useful life of the range improvements.

\_\_\_\_ All information in the application is true and accurate.

\_\_\_\_ No construction work will commence prior to the issuance of a contract or purchase order from CPW.

\_\_\_\_ Credit signage for Colorado Parks and Wildlife participation in the improvements will be included in the final project.

# SIGNATURE PAGE

Organization Name: \_\_\_\_\_

Project Contact (name, title):

Date:

\_\_\_\_\_

CPW District Wildlife Manager:

Date:

\_\_\_\_\_

CPW Area Wildlife Manager or CPW Regional Manager:

Date:

\_\_\_\_\_

Region Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applications must have at least one Colorado Parks and Wildlife signature to be accepted. Please contact the SRDG Program Coordinator for contact information if needed.