

GUIDED SNOWMOBILE TOUR LEASE

THIS LEASE ("Lease") is made and entered into and effective December 15, 2023 ("Effective Date"), between **HENRY B. BABSON AND FARRINGTON R CARPENTER CIVIC IMPROVEMENT FOUNDATION** ("Lessor") and **THUNDERSTRUCK ADVENTURES and CLAY HOCKEL** ("Lessee").

WHEREAS, Lessor is the owner of the real property described on **Exhibit A**, attached hereto and incorporated herein ("Property");

WHEREAS, Lessee operates a guided snowmobile tour business;

WHEREAS, Lessor is willing to lease the Property to Lessee and Lessee is willing to lease the Property from Lessor for purposes of guided snowmobile tours consistent with the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the payment of the Rent provided for herein and the keeping and performance of the covenants and agreements described herein, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property.

1. **TERM.** The term of this Lease shall be for the period of January 1, 2024 to April 24, 2024. Occupancy of the Property shall not commence until January 1, 2024 due to the fact that others have rights to occupy the Property prior to such date.
2. **RENT.** Lessee shall pay to Lessor the sum of \$21,000 per year. The Annual Rent portion of \$14350.00 shall be paid upon execution of the lease and \$6650.00 due FEBRUARY 15, 2024.
3. **USE.** Lessee shall use the Property solely for purposes of guided snowmobile tours, in accordance with the terms and conditions provided herein. Within 15 days of the Effective Date, Lessee shall provide to Lessor an estimate of the daily and total volume of individuals using the Property under this Lease. Further, Lessee agrees to provide a final report to Lessor at the end of the term, containing the average daily volume and monthly totals of individuals using the Property under this Lease.
4. **PERMIT.** Lessee shall obtain at its expense, any and all permits and licenses required to operate the guided snowmobile tours and agrees to operate in full compliance with such permits, including in particular, the special use permit issued by Routt County to Lessee. Copies of all such permits and license shall be provided to Lessor prior to commencement of the Term. Violation of the Routt County special use permit shall constitute a material violation of this Lease, resulting in termination.
5. **WRITTEN WAIVERS AND RELEASE OF LIABILITY.** Lessee agrees that every individual entering the Property under this Lease, as a guest, client, consultant or employee of Lessee shall execute a written waiver and release of liability naming Lessor in such waiver and release. Copies of such waiver and release shall be retained by Lessee for three (3) years and be provided to Lessor upon request.
6. **CONDITION OF THE PROPERTY.**
 - A. Lessee accepts the condition of the Property in AS-IS condition.
 - B. Lessee shall not make any alterations, additions or improvements to the Property without the prior written consent of Lessor.

- C. Lessee shall not cut or damage or allow to be cut or damaged any timber or standing trees that may be on the Property, unless approved in advance by Lessor.
 - D. Lessee shall not permit any trash to be discarded on the Property and shall remove all trash and waste from the Property. Further, after the snow has melted in the spring, Lessee agrees to inspect the Property and remove any and all trash left behind on the Property.
 - E. Lessee shall repair any and all damage to the Property.
 - F. Lessee shall not commit or cause to be committed any waste on, or of the Property or any part thereof.
7. **COMPLIANCE.** Lessee shall not use or conduct any activity on the Property in any manner that violates federal, state, or local statute, ordinance, regulations, or laws. Further Lessee agrees to follow and obey all rules and regulations promulgated by the Lessor.
8. **HAZARDOUS MATERIALS.** Lessee shall not permit any Hazardous Materials (as such term is hereinafter defined) to be brought onto, stored in, used in, or disposed of in, on, under or about the Property, except for small quantities of fuel for snowmobiles and which comply with and are handled, used and disposed of in compliance with Applicable Law. Primary storage and refueling of snowmobiles will not be conducted on the Property. As used herein "hazardous materials" means (a) any petroleum or petroleum products (including without limitation gasoline and other fuels), radioactive materials, asbestos, and any chemicals, materials or substances defined as or included in the definition of hazardous substances hazardous wastes, hazardous materials.
9. **OTHER USES OF THE PROPERTY.** Lessor, and Lessor's members, officers, directors, agents, employees, contractors, guests and invitees shall have full access and may enter the Property at all times for any reason whatsoever.
10. **DEFAULT.** In the event Lessee fails to perform any or all of Lessee's obligations set forth in this Lease, Lessor may elect either one or both of the following described remedies:
- A. Lessor may terminate the Lease as provided below.
 - B. Lessor may pursue any other remedy now or hereafter available to Lessor under applicable law.
11. **TERMINATION.** Lessor may terminate this Lease under the following circumstances and in the following manner:
- A. If the Lessee defaults under the terms of this Lease, Lessor may terminate this Lease upon the giving of ten (10) days written notice.
 - B. At the expiration of this Lease, Lessee shall surrender and deliver the Property in good order and condition.
12. **INSURANCE.** Lessee agrees at all times to carry general liability insurance which shall cover personal/physical injuries and death as well as property damage occurring within the Property with no less than \$2,000,000 single limit coverage; to furnish to the Lessor evidence of such insurance reasonably acceptable to the Lessor upon commencement of this Lease; and to pay the premium for such insurance when due during the term hereof. Such insurance policy shall contain, in addition to the matters customarily set forth in such certificates under insurance industry practices, an undertaking by the insured to give the Lessor written notice of any cancellation or change in scope or amount of coverage of such policy in accordance with

applicable law. The Lessor, its agents, members and managers shall be named as additional insureds under any policy of insurance required hereunder.

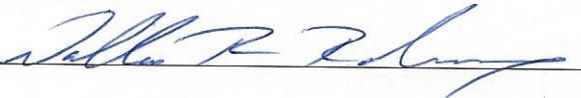
13. **LIABILITY AND INDEMNIFICATION.** Lessee agrees to indemnify and hold harmless the Lessor, its board members, officers, employees, contractors, agents and representatives from and against any and all liability, obligation, cause of action, claims or demands, whether or not suit is brought, whether at law or in equity, whether known or unknown, including reasonable attorney's fees in the event suit is filed or arbitration sought, arising from the Lessee's use of the Property.
14. **ATTORNEYS' FEES.** In any action to enforce this Lease, including any amendments thereto, to collect damages or pursue other relief as a result of breach hereof, whether in an arbitration proceeding, or a court of law or equity or otherwise, the substantially prevailing party shall be entitled to collect all of its costs and expenses (whether legal or otherwise), including attorneys' fees, and including the costs of investigation, settlement, expert witnesses and additional costs incurred in enforcing this Lease or enforcing and collecting any judgment rendered under this Lease or as awarded through binding arbitration.
15. **NOTICE.** Wherever in this Lease it shall be required or permitted that notice or demand be given or served upon any party to this Lease, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing either personally served on the other party or forwarded by overnight express or by certified mail, return receipt requested, postage prepaid, and shall be conclusively deemed served in the event of personal service or overnight delivery when actually received, and shall be conclusively deemed served in the event of mailing upon deposit of such notice in the U.S. Mails, to the addresses listed beneath the signatures on this Lease. Any party may change such address from time to time by written notice given as hereinabove provided. If any future party be a corporation or other legal entity, then either the above address or the then current address of such party's Colorado registered agent shall be the proper address for notice purposes.
16. **MISCELLANEOUS.**
 - A. AMENDMENT. Unless otherwise set forth herein, this Lease may not be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by both parties
 - B. BINDING EFFECT. This Lease shall be binding upon, and inure to the benefit of, the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.
 - C. GOVERNING LAW, JURISDICTION & VENUE. This Lease shall be construed in accordance with and governed by the laws of the State of Colorado, with exclusive jurisdiction and venue in Routt County.
 - D. WAIVER OF COMPLIANCE. Any failure of either party hereto to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the respective party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

- E. COUNTERPARTS. This Lease may be executed simultaneously in counterparts, all of which shall be deemed an original and together shall constitute one and the same instrument.
- F. SEVERABILITY. If any part, term or provision of this Lease is judicially determined to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Lease did not contain the particular part, term or provision held to be invalid or illegal.
- G. ENTIRE AGREEMENT. This Lease, including all exhibits hereto, is intended as the complete integration of all understandings between the parties related to those matters set forth herein.
- H. INTERPRETATION. The singular shall be construed to mean the plural when appropriate, and reference to any pronoun gender shall be deemed to include any other pronoun gender when appropriate. The article and section headings used throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.
- I. NO ASSIGNMENT OR SUBLETTING. Lessee shall not sublet the Property or any part thereof, or assign this Lease, or any part thereof, without the express written consent of Lessor, which consent may be withheld in Lessor's sole discretion.

IN WITNESS WHEREOF, the parties hereby agree and execute this Lease to be effective on the date first above written.

LESSOR:

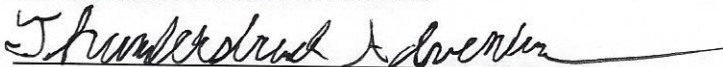
HENRY B. BABSON AND FARRINGTON R. CARPENTER CIVIC IMPROVEMENT FOUNDATION


By: 

ADDRESS: PO Box 965
Hayden, CO 81639

LESSEE:

THUNDERSTRUCK ADVENTURES

By: 


CLAY HOCKEL, individually

ADDRESS:

EXHIBIT A

LEGAL DESCRIPTION:

- PARCEL ID – 917341001 - LOTS 2 & 3, SE4NW4, E2SW4, SW4SW4, SW4NE4, W2SE4, SE4SE4, SEC 3-8-87, S2SE4, SEC 4-8-87, N2NE4, SEC 9-8-87, TRS 54 & 55, SEC 27 & 34-9-87, TRS 59 & 60, SEC 34-9-87, TOTAL = 969.56 AC
- PARCEL ID – 926024001 - LANDS IN 8-87: W2SW4, SEC 1, S2NE4, S2SW4 & SE4, SEC 2, N2 & N2S2, SEC 11, W2NW4, SEC 12, TOTAL = 960 AC
- PARCEL ID – 917354001 - TR 58, SEC 35-9-87, TOTAL = 160 AC

Property situated at **Mile Marker 17 on County Road 80, Northeast of the Town of Hayden** in **Northwest Routt County**, State of **Colorado**, described as **Parcel ID's – 917341001, 926024001 and 917354001.**

SK

CH



THUNADV-01

SARAHRO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625	CONTACT NAME:	
	PHONE (A/C, No, Ext): (970) 824-8185	FAX (A/C, No): (970) 824-8188
INSURED Thunderstruck Adventures 93525 Highway 71 Windom, MN 56101	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Kinsale Insurance Company	NAIC # 38920
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			0100137978-1	1/14/2022	1/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 MED EXPENSE EXC \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Babson Carpenter Civic Improvement Foundation is named Additional Insured in regards to the General Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

Babson Carpenter Civic Improvement Foundation
P.O. Box 965
Hayden, CO 81639

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

New Permit

Special Use Permit

Permit No. PL20230055

Project Name: Thunderstruck SUP Amendment

Permittee: Clay Hockel

Property Owner:

1. C&B Holdings LLC
2. Henry B. Babson & Farrington R. Carpenter Civic Imp. Foundation
3. Nottingham Land & Livestock, LLLP

Type of Use: Special Use Permit - Recreation

Property Address: 42020 County Road 80

Legal Description:

1. LOTS 2 & 3, SE4NW4, E2SW4, SW4SW4, SW4NE4, W2SE4, SE4SE4 SEC 3-8-87, S2SE4, SEC 4-8-87, N2NE4 SEC 9-8-87, TRS 54 & 55 SEC 27 & 34-9-87, TRS 59 & 60 SEC 34-9-87; TOTAL 969.56 AC
2. TR 50 IN SEC 29,30-9-86; TR 51 IN SEC 30,31-9-86; TR 49 IN SEC 29,30,31,32-9-86; TRS 52,53,54 IN SEC 31,32-9-86; TR 48 IN SEC 28,29,32,33-9-86; TR 45 IN SEC 32,33-9-86 TOTAL 2021A
3. ALL IN 8-86: TR 45 SEC 5 ; TR 46 SEC 5 & 6; TRS 47,50 SEC 6; TR 54 SEC 6 & 7; TR 49; SEC 5-8; TRS 55,56,59A SEC 7; TR 61 LOTS B,C,D & TR 64 LOT B SEC 7; TR 61 LOT A, TR 64 LOT A, LOTS 1 & 2, NW4NE4 SEC 8, (B665 P0743, REC#652508) TOTAL: 1708.78AC
4. TR 53, SEC 6-8-86 39.47A B765P1320
5. LOTS 1 THRU 4, S2N2, E2SW4,SE4 SEC 1-8-87, LOTS 1 THRU 4, S2NW4, N2SW4 SEC 2-8-87, ALL OF SEC 12-8-87, LESS W2NW4; TOTAL 1480A B765P1320
6. LANDS IN 8-87: W2SW4 SEC 1 S2NE4, S2SW4 & SE4 SEC 2 N2 & N2S2 SEC 11 W2NW4 SEC 12; TOTAL 960A
7. LOT 1, SE4NE4, NE4SE4 SEC 3-8-87 124.87A B765P1319 TOTAL: 214.87 AC
8. W2W2SW2 SEC 25-7-88, TR IN SE4 SEC 26-7-88 LYING EASTERLY OF CENTERLINE OF RCR 80. TOTAL: 35.6 AC

Conditions of Approval:**Specific Conditions:**

1. The Special Use Permit (SUP) is valid for three (3) years provided it is acted upon within one year of approval. If no major concerns are identified and there are no substantial changes to the SUP, the SUP may be administratively renewed according to Section 3.2.1 of the Zoning Regulations for an additional five (5) years. The SUP shall be deemed to have automatically lapsed if the uses permitted herein are discontinued for a period of one (1) operational season. If the operation is to cease for a season with the intention of resuming thereafter, the permittee shall contact the Planning Director who may administratively approve a one-operational season waiver of the lapse of the SUP.
2. The site specific development plan consists of the issued SUP, the Application, the staff report, and all final conditions of approval. All material representations made by applicant in the application and at any public hearing shall be considered a part of the site specific development plan. If there is a conflict in these materials, the issued SUP shall be controlling.
3. The SUP is limited to the facilities presented in the Site Specific Development Plan (see condition #2). The operations are limited to:
 - A) Hours of operation shall be 8:00 a.m. to 5:00 p.m., 7 days per week
 - B) County Road 80: December 1st – April 1st, road conditions permitting. Operation past April 1st must be approved by the Road and Bridge Director in writing and shall not extend passed May 1st.
 - C) Access via Forest Service Road (FSR) 42: December 15th – January 1st and April 1st – April 15th contingent upon submission of a valid Forest Service permit. FSR 42 shall only be used when conditions on County Road 80 cannot support the permittee's operation.
 - D) Trips are limited to twenty-four (24) per day total between the two accesses.
 - E) All clients shall be guided. There shall be a maximum of 8 clients in each trip. The guide to client ratio shall be at least 1 to 6.
 - F) The total number of people allowed to go on a trip is limited to 100 per day. This number includes clients and guides.
4. All equipment, except equipment allowed to be stored outside, shall be stored inside the approved structure.
5. Outdoor storage of snowmobiles, and other approved equipment, shall occur in the area identified as a staging area on the approved site plan. Equipment not stored inside is limited to the following:
 - A) Up to 40 snowmobiles

- B) Two (2) groomers
 - C) Eight (8) open place snowmobile trailers
 - D) Three (3) enclosed snowmobile trailers
 - E) Four (4) trucks
 - F) One (1) plow truck
 - G) One (1) skid steer
 - H) Four (4) shuttle buses
 - I) Two (2) fuel tanks
 - J) Portable Toilet
 - K) Snowmobile shipping crates – no limit as long as the storage complies with condition #8 below
6. All snowmobiles stored on-site during the winter shall be for approved tours only. There shall be no general rentals of snowmobiles off of this site. For clarity, any snowmobile located at this site during the winter shall be for trips done in an approved tour.
 7. Except for trailers, all equipment shall be stored inside during the non-operating season. Except for trailers, there shall be no outdoor storage of any kind during the non-operating season.
 8. A fence of at least six (6) feet in height shall be constructed to mitigate views of the shipping crates. No shipping crates shall be visible from behind the fence. This includes crates protruding above the top of the fence or crates not stored behind it.
 9. For the '23/'24 operating season, shipping crates may be stored outside on the permittee's property.
 10. No junk, trash, or inoperative vehicles, except those that are waiting to be repaired, shall be stored or left on the property. All snowmobiles that are inoperative or are waiting to be repaired shall be stored inside.
 11. All on-site maintenance shall take place on an impervious surface and spill kits shall be located in the structure.
 12. Permittee shall record seasonal usage and submit a report of the total number of clients and guides that went of a trip to Planning Staff at the end of the season, no later than May 30th of each year.
 13. All employees shall be first-aid certified and be trained on emergency procedures. Radios or cell phones shall be provided to guides in case of emergency.
 14. Any accidents requiring emergency services shall be reported to the Planning Department within 72 hours.
 15. Any wildlife encountered along or near the trips shall not be disturbed and shall be given time to move away from any trips. No pets or firearms shall be allowed.

16. The operator shall avoid all wetlands and streams unless there is sufficient snow cover to protect the vegetation and ground.
17. All garbage must be stored either indoors or inside a certified Interagency Grizzly Bear Committee receptacle.
18. Lighting shall be downcast and opaquely shielded. All exterior lighting shall be turned off when not in use except for necessary motion-sensitive safety and/or security lighting.
19. Guides shall be aware of where property lines are and there shall be no trespass onto adjacent properties. Permittee shall educate clients regarding the location of private property and shall prevent clients from trespassing onto private property. Should there be an allegation of trespassing, permittee shall provide all tracking data to the Planning Department for verification.
20. Routt County has the authority to close any County Road at its sole discretion if damage to the road may occur by its use. To the extent that a road closure may affect Permittee's operations, Routt County will cooperate with Permittee to the extent possible to allow operations continue.
21. Routt County roads shall not be completely blocked at any time. If traffic regulation is deemed necessary, it shall be conducted in conformance with the Manual on Uniform Traffic Control at the permittee's expense and the Permittee shall notify the Routt County Road and Bridge Director, or designee thereof, in advance to review and approve the proposed traffic control plan.
22. Routt County roads affected by this SUP will be inspected by the Routt County Road and Bridge Department at intervals determined by same. Any road damage, culvert damage, cattle guard damage or repair or maintenance needs above and beyond typical maintenance, attributable to this use, shall be made by the county or third-party contractor as selected by the Routt County Road and Bridge Department and on a schedule determined by same. Permittee shall solely bear the costs of repairs.
23. Permittee shall apply for a plow permit to conduct grooming operations on the County Road. The sections of the road to be groomed by the permittee shall be defined on the grooming permit. Permittee shall understand that County Road 80 accesses an area where the public regularly uses snowmobiles. Grooming operations shall not obstruct or impede access to those areas.
24. There shall be no customer/employee parking on County Road 80, County Road 62 or FSR 42, the public parking lot at the end of County Road 80, or the corresponding right-of-way.
25. All guided clients shall be shuttled to the start of the tour. Clients shall not be allowed to drive personal vehicles to the site(s).

26. Except for when the conditions of County Road 80 cannot support the operation and the FSR 42 access is used, permittee shall start and end trips from the 35-acre parcel, at the end of County Winter Maintenance on County Road 80.
27. Snowmobiles may not operate on bare county roads. Any county roads used will require an adequate amount of snow that will prevent snowmobile carbides & track system from coming into contact with any county road it operates over. Snow may not be imported onto the county road to achieve adequate snow levels. Adequate snow levels shall be determined by Routt County Road & Bridge Department and/or Routt County Planning Staff.
28. Permittee shall submit a valid Forest Service permit to the Planning Department prior to operations each season. If a Forest Service permit is not submitted, the permittee shall not use the FSR 42 access.
29. The permittee is encouraged to recycle to reduce the amount of waste entering the landfill.
30. Prior to issuance, a valid lease with the Henry B. Babson & Farrington B. Carpenter Civic Imp Foundation shall be submitted. A valid lease shall be submitted annually prior to operations beginning.

General Conditions:

31. The SUP is contingent upon compliance with the applicable provisions of the Routt County Zoning Regulations including but not limited to Sections 4, 5, and 6.
32. Any complaints or concerns that may arise from this operation may be cause for review of the SUP, at any time, and amendment or addition of conditions, or revocation of the permit if necessary.
33. In the event that Routt County commences an action to enforce or interpret this SUP, the substantially prevailing party shall be entitled to recover its costs in such action including, without limitation, attorney fees.
34. Permits will be assessed an Annual Fee in accordance with the Fee Schedule.
35. This approval is contingent upon the acquisition of and compliance with any required federal, state and local permits. The operation shall comply with all federal, state and local laws and regulations. Copies of permits or letters of approval shall be submitted to the Routt County Planning Department prior to the commencement of operations.
36. Fuel, flammable materials, or hazardous materials shall be kept in a safe area and shall be stored in accordance with all federal, state, and local laws and regulations.
37. Prior to the issuance of the permit, and on an annual basis, the permittee shall provide evidence of liability insurance in compliance with the County's Insurance

and Surety Requirements policy then in effect. The certificate of insurance shall include all permit numbers associated with the activity and Routt County shall be named as an additional insured. Permittee shall notify the Routt County Planning Department of any claims made against the policy.

38. Accessory structures/uses associated with this permit may be administratively approved by the Planning Director, without notice.
39. Transfer of this SUP must be approved by the Planning Director and is contingent on the transferee accepting in writing all terms and conditions of the permit. If transferee is not the landowner of the permitted area, transferee shall submit written consent for the transfer by the landowner. Failure to receive approval for the transfer shall constitute sufficient cause for revocation of the permit if the subject property is transferred. Any proposal to change the terms and conditions of a permit shall require a new permit.

Permit Issued by the Routt County Board of Commissioners:

Tim Redmond, Chair

Date

ATTEST:

Jenny L. Thomas, Routt County Clerk and Recorder

ACCEPTED:

Clay Hockel, Permittee

Date

Special Use Permit

Permit No. PL20220056

Project Name: Thunderstruck SUP Amendment

Permittee: Clay Hockel

Property Owner: NOTTINGHAM LAND & LIVESTOCK, LLLP
C&B HOLDINGS LLC

Type of Use: Special Use Permit – Amendment for snowmobile tours

Property Address: 52255 COUNTY ROAD 80, ROUTT, CO 80487

Legal Description:

1. ALL IN 8-86: TR 45 SEC 5 ; TR 46 SEC 5 & 6; TRS 47,50 SEC 6; TR 54 SEC 6 & 7; TR 49 SEC 5-8; TRS 55,56,59A SEC 7; TR 61 LOTS B,C,D & TR 64 LOT B SEC 7; TR 61 LOT A, TR 64 LOT A, LOTS 1 & 2, NW4NE4 SEC 8, (B665 P0743, REC#652508) TOTAL: 1708.78AC
2. TR 53, SEC 6-8-86 39.47A B765P1320
3. N2 & N2S2 TR 58, TR 59C SEC 7 & 18-8-86 149.25A B765P1320
4. LOTS 1 THRU 4, S2N2, E2SW4,SE4 SEC 1-8-87 LOTS 1 THRU 4, S2NW4, N2SW4 SEC 2-8-87 ALL OF SEC 12-8-87, LESS W2NW4 TOTAL 1480A B765P1320
5. LOT 1, SE4NE4, NE4SE4 SEC 3-8-87 124.87A B765P1319 TOTAL: 214.87 AC
6. TR IN SE4 26-7-88 LYING EASTERLY OF CENTERLINE OF RCR 80 TOTAL 15ACS +/-

Conditions of Approval:

General Conditions:

1. The SUP is contingent upon compliance with the applicable provisions of the Routt County Zoning Regulations including but not limited to Sections 4, 5, and 6.
2. Any complaints or concerns that may arise from this operation may be cause for review of the SUP, at any time, and amendment or addition of conditions, or revocation of the permit if necessary.

3. In the event that Routt County commences an action to enforce or interpret this SUP, the substantially prevailing party shall be entitled to recover its costs in such action including, without limitation, attorney fees.
4. Permits will be assessed an Annual Fee in accordance with the Fee Schedule.
5. No junk, trash, or inoperative vehicles shall be stored or left on the property.
6. This approval is contingent upon the acquisition of and compliance with any required federal, state and local permits. The operation shall comply with all federal, state and local laws. Copies of permits or letters of approval shall be submitted to the Routt County Planning Department prior to the commencement of operations.
7. Fuel, flammable materials, or hazardous materials shall be kept in a safe area and shall be stored in accordance with state and local environmental requirements.
8. Prior to the issuance of the permit, the permittee shall provide evidence of liability insurance in compliance with the County's Insurance and Surety Requirements policy then in effect. The certificate of insurance shall include all permit numbers associated with the activity and Routt County shall be named as an additional insured. Permittee shall notify the Routt County Planning Department of any claims made against the policy.
9. Accessory structures/uses associated with this permit may be administratively approved by the Planning Director, without notice.
10. Transfer of this SUP may occur only after a statement has been filed with the Planning Director by the transferee guaranteeing that they will comply with the terms and conditions of the permit. If transferee is not the landowner of the permitted area, transferee shall submit written consent for the transfer by the landowner. Failure to receive approval for the transfer shall constitute sufficient cause for revocation of the permit if the subject property is transferred. Bonds, insurance certificates or other security required in the permit shall also be filed with the Planning Director by the transferee to assure the work will be completed as specified. Any proposal to change the terms and conditions of a permit shall require a new permit.

Specific Conditions:

11. The Special Use Permit (SUP) is valid for the life of the use provided it is acted upon within one year of approval. The SUP shall be deemed to have automatically lapsed if the uses permitted herein are discontinued for a period of one (1) year (except for uses that a customarily operated seasonally or periodically).
12. Prior to operation, permittee shall submit to Routt County proof of a Sales Tax Account/License if applicable.
13. All trash shall be managed on a bi-weekly basis by a garbage removal service. Per Colorado Parks and Wildlife recommendations, all garbage must be stored either indoors or inside a certified Interagency Grizzly Bear Committee receptacle.

14. Any required permits from the Routt County Road and Bridge Department or Building Department shall be obtained and any inspections completed before operations commence.
15. The SUP is limited to the facilities presented in the required Site Specific Development Plan, Exhibit A. The operations includes:
 - Hours of operation shall be 8:00 a.m. to 5:00 p.m., 7 days per week
 - Forest Service Road (FSR) 42: December 15th – January 1st and April 1st – April 15th pending submission of a Forest Service permit.
 - County Road 80: December 1st – April 1st with weather and road conditions permitting. Operation past April 1st must be approved by the Road and Bridge Director in writing and shall not extend passed May 1st.
 - Tours are limited to two per day total between the two accesses.
 - There shall be a maximum of 8 clients in each tour. The client to guide ratio shall be at least 4 to 1.
 - Services supporting this use will include:
 - Bi-weekly onsite fuel delivery from a fuel delivery service provider;
 - Two portable toilet services per season, including one service at the end of January and one service at the end of March; and
 - Bi-weekly onsite garbage removal service. Per Colorado Parks and Wildlife recommendations, all garbage must be stored either indoors or inside a certified Interagency Grizzly Bear Committee receptacle.
 - Any additional uses, services, or facilities must be applied for in a new or amended application.
16. All employees shall be first-aid certified and be trained on emergency procedures. Radios or cell phones shall be provided to guides in case of emergency.
17. Any accidents requiring emergency services shall be reported to the Planning Department within 72 hours.
18. Any wildlife encountered along or near the tours shall not be disturbed and shall be given time to move away from any tours. No pets or firearms shall be allowed. Based on the presence of high priority habitats in the proposed construction area, the following Colorado Parks and Wildlife recommendations must be implemented:
 - Avoid fencing to the maximum extent possible to maintain wildlife movement through this area/site; Where fencing is necessary, install fencing to the specifications for exclusionary fencing in [CPW's Fencing with Wildlife in Mind Document](#)
 - Conduct construction activities outside the period from December 1 to April 30 for elk and Columbian sharp-tailed grouse winter ranges;
 - Conduct construction activities outside the period from March 1 to July 15 to minimize impacts on elk calving and grouse nesting and brood-rearing activities; and
 - Conduct noxious weed surveys and treatments for any disturbed soils following construction.

19. The operator shall avoid all wetlands and streams unless there is sufficient snow cover to protect the vegetation and ground.
20. Lighting shall be downcast and opaquely shielded. All exterior lighting shall be turned off when not in use. Necessary motion-sensitive, safety and/or security lighting is excluded.
21. Private property boundaries will be posted to prevent trespass in areas where trails are on private land.
22. Routt County has the authority to close any county road at its sole discretion if damage to the road may occur by its use. To the extent that a road closure may affect Permittee's operations, Routt County will cooperate with Permittee to allow operations to be continued in a safe and practicable stopping point.
23. Routt County roads shall not be completely blocked at any time. If traffic regulation is deemed necessary, it shall be conducted in conformance with the Manual on Uniform Traffic Control at the permittee's expense and the Permittee shall notify the Routt County Road and Bridge Director, or designee thereof, in advance to review and approve the proposed traffic control plan:
 - a. The permittee shall provide traffic control during events in accordance with the MUTCD at the intersection of the site access and CR 80. The traffic control plan shall be submitted for review and approval of the Road and Bridge Department annually prior to the first event each season.
24. Routt County roads affected by this SUP will be inspected by the Routt County Road and Bridge Department at intervals determined by same. Any road damage, culvert damage, cattle guard damage or repair or maintenance needs above and beyond typical maintenance, attributable to this use, shall be made by the county or third-party contractor as selected by the Routt County Road and Bridge Department and on a schedule determined by same. Permittee shall solely bear the costs of repairs.
25. Permittee shall apply for a plow permit to conduct grooming operations on the County Road. Permittee shall designate limits on the plow permit as to the sections of the road being groomed. Permittee shall understand that County Road 80 accesses an area where the public regularly uses snowmobiles. Grooming operations shall not obstruct or impede access to those areas.
26. There shall be no customer/employee parking on County Road 80 or FSR 42, the public parking lot, or the corresponding right-of-way for any days that tours will be operated. Guests of tours shall be transported to the site.
27. Permittee shall start and end tours from the 35-acre parcel, subject lot of this amendment. at the end of County Winter Maintenance on County Road 80.
28. The applicant shall coordinate with Road and Bridge on the design and access permit for the gravel apron to their property, which cannot be in the ROW.
29. Applicant shall coordinate with West Routt Fire to review and approve their Emergency Operation Plan.

30. Permittee shall submit Forest Service permit to the Planning Department prior to operations each season.
31. All on-site maintenance shall take place on an impervious surface and spill kits shall be located in the structure.

Permit Issued by the Routt County Board of Commissioners:

B. Melton
M. Elizabeth Melton, Chair

12/19/2022
Date

ATTEST:

Jenny L. Thomas by Sarah Higabach, Deputy
Jenny L. Thomas, Routt County Clerk and Recorder



ACCEPTED:

Clayton M Hockel
Clay Hockel, Permittee

12-19-2022
Date