



# ROUTT COUNTY

## PLANNING DEPARTMENT

136 6th Street, Suite 200  
Steamboat Springs, CO 80477  
Ph: (970) 879-2704

## APPLICATION FORM: LAND USE & ZONING

Activity No. \_\_\_\_\_ OFFICE USE  
Base Fee \$ \_\_\_\_\_ Receipt No. \_\_\_\_\_  
Received By \_\_\_\_\_ Date \_\_\_\_\_  
Deemed Complete By \_\_\_\_\_ Date \_\_\_\_\_

I. PROJECT NAME ATV PERMIT REABUAL

### II. TYPE OF REVIEW

This application form must be accompanied by the applicable submittal checklist.

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Minor Use Permit                                  | <input type="checkbox"/> Administrative Permit         | <input type="checkbox"/> Site Plan Review           | <input type="checkbox"/> Conditional Use Permit (CUP)        |
| <input type="checkbox"/> Sign Permit                                       | <input type="checkbox"/> Water Body Setback Permit     | <input type="checkbox"/> Pre-Application Conference | <input checked="" type="checkbox"/> Special Use Permit (SUP) |
| <input type="checkbox"/> Special Event Permit                              | <input type="checkbox"/> Floodplain Development Permit | <input type="checkbox"/> Zoning Amendment/Rezoning  | <input type="checkbox"/> Conceptual PUD                      |
| <input type="checkbox"/> Administrative Amendment to CUP/SUP/PUD/Site Plan | <input type="checkbox"/> Variance                      | <input type="checkbox"/> Final PUD                  |  |

### III. APPLICANT

Name HAHN'S PBA & ROADHOUSE  
Mailing Address PO 874  
City CLARK State CO Zip 80428  
Phone 970-879-4404 Email DARREN ZAMZON  
Representative / Primary Contact DARREN ZAMZON  
Mailing Address PO 874  
City CLARK State CO Zip 80428  
Phone 970-846-2981 Email DARREN ZAMZON

### IV. PROPERTY OWNER

Name DARREN + CARROLL ZAMZON  
Mailing Address PO 874  
City CLARK State CO Zip 80428  
Phone 970-879-4404 Email DARREN ZAMZON

### V. PROPERTY INFORMATION

Property Address 60880 C.R. 129  
General Location NORTH ROUTT  
Legal Description (may be attached) \_\_\_\_\_  
Parcel Identification No. (PIN) \_\_\_\_\_ Property Size (acres) 12+  
Current Use GLEET RANCH Zoning PUD  
Proposed Use \_\_\_\_\_

### VI. SIGNATURES

This application form must be signed by both the applicant and legal owner of the property. Attach additional pages if necessary.

By signing below, the applicant acknowledges that all information contained on this application form and within accompanying submittals are true and correct and agrees to pay all required fees associated with this application. The base fee is intended to cover the estimated minimum staff hours to process the application. Any additional staff hours will be assessed at \$134 per hour. The applicant signing below is responsible for all additional hourly fees. Failure to pay fees may result in revocation of a permit/approval.

Applicant's Signature

Print/type name of applicant

By signing below, the property owner authorizes the applicant to petition Routt County for approval of the submitted application.

Property Owner's Signature

Print/type name of property owner



# Routt County

## Planning Department

P.O. Box 773749  
Steamboat Springs, CO 80477

(970) 879-2704  
fax (970) 879-3992

## SPECIAL USE PERMIT

**Project Name:** Hahn's Peak Roadhouse ATV Tours and Rentals

**Permit Number:** PP2015-020

**Permittee:** Hahn's Peak Roadhouse, Carroll and Darren Zamzow

**Address:** 60880 County Road 129

**Property Owner:** Carroll and Darren Zamzow

**Legal Description:** A tract of land in Sections 28 and 29, T10N, R85W, approximately ½ mile south of the Town of Hahn's Peak on CR129.

**Expiration Date:** 5 years until November 1, 2020

**Conditions of Approval:**

### General Conditions

1. The Special Use Permit (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. The SUP is limited to uses and facilities presented in the approved project plan. Any additional uses or facilities must be applied for in a new or amended application.
3. Any complaints or concerns which 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.
4. 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.
5. No junk, trash, or inoperative vehicles shall be stored on the property.

6. This approval is contingent upon any required federal, state, and local permits being obtained and complied with; 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 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. All exterior lighting shall be downcast and opaquely shielded.
9. Prior to the issuance of the permit, the permittee shall provide evidence of liability insurance in the amount of no less than \$1,000,000 per occurrence. Routt County shall be named as an additional insured on the policy. Certificate of liability insurance shall include all permit numbers associated with the activity.
10. Accessory structures/uses associated with this permit may be administratively approved by the Planning Director, without notice.
11. The permits/approval shall not be issued until all fees have been paid in full. Failure to pay fees may result in revocation of this permit. Permits/Approvals that require an ongoing review will be assessed an Annual Fee. Additional fees for mitigation monitoring will be charged on an hourly basis for staff time required to review and/or implement conditions of approval.
12. 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 to 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.
13. The permittee shall prevent the spread of weeds to surrounding lands and comply with the Colorado Noxious Weeds Act as amended in 2013 and Routt County Noxious Weed Management Plan. A weed mitigation plan shall be developed by the permittee and reviewed and approved by the Weed Supervisor prior to issuance of the Special Use Permit.

#### **Specific Conditions**

14. Hahn's Peak Roadhouse shall maintain a lease agreement with all private property owners on whose land they will operate. Copies of such leases shall be submitted to the Routt County Planning Department prior to any operations.
15. All Hahn's Peak Roadhouse guides shall be clearly flagged. Hahn's Peak Roadhouse employees on Trail #1 are required to wear jackets or vests clearly identifying them as guides or Hahn's Peak Roadhouse employees. Such jackets or vests shall be a bright, solid color-orange, yellow, or red. A maximum of 20 ATVs and/or UTVs are allowed under this permit.
16. All guides shall carry current first-aid certification and submit proof thereof to the Planning Department prior to commencement of operation. The permittee shall be responsible for search and rescue of lost clients.
17. The tours shall not be conducted on County Roads, unless otherwise approved under this permit.

18. The machines used for this operation shall be registered with the State of Colorado.
  19. All accidents involving personal injury resulting in hospitalization or death or property damage of \$3,000.00 or more shall be immediately reported to the Colorado State Patrol or the Sheriff's Office in the county where the accident occurred, and a report shall be submitted to the Denver and Steamboat Lake Office of the Colorado State Parks on the approved form and the Routt County Planning Department within 48 hours of the accident, according to state law. All search and rescue operations shall be reported to the Routt County Planning Department within 48 hours of the incident.
  20. Approval of this permit constitutes permission by the property owners and operators for Colorado Parks and Wildlife and the Routt County Planning Department to conduct periodic site reviews to evaluate wildlife impact from the ATV and UTV operation.
  21. Toilet facilities shall be made available to clients and employees and shall be approved by the Routt County Department of Environmental Health.
  22. All signs used for this operation shall comply with the Sign Code outlined in Section 8.1 of the Routt County Zoning Regulations. No off-premises signs or billboards are permitted.
  23. Any change to the proposed trail system or plan of operation shall be submitted to Planning staff for evaluation. If staff determines that said changes would not create impacts to the environment, adjacent property owners, wildlife, etc., administrative adjustments to the permit may be made. Should the changes create impacts that cannot be mitigated or require numerous or involved mitigation measures, the Routt County Planning Commission and/or the Board of County Commissioners will review and approve or deny the changes.
  24. Neither the issuance of this permit nor any action taken pursuant to this permit shall create a liability on the part of, or be the basis for, a cause of action against Routt County or any officer, employee, or technical advisor thereof. The issuance of this permit does not imply that the land uses permitted will be free from danger as a result of natural hazards, human error, or mechanical problems.
  25. Hahn's Peak Roadhouse shall be responsible for maintaining trails in a safe and acceptable condition, including erosion control and prompt revegetation of any affected areas.
  26. This approval supersedes all previous approvals for ATVs, staging areas, and trail permits.
  27. TERM OF PERMIT AND RENEWAL
    - a. This permit is valid until November 1, 2020. A review by Planning staff shall be conducted prior to renewal and if no concerns are identified, or if concerns/complaints can be mitigated, the permit may be administratively renewed every two years. The applicant must apply in writing for this renewal prior to the expiration of the permit or it will be required to return to Planning Commission for review.
  28. USES
    - a. This permit is for guided ATV and UTV operations for Hahn's Peak Roadhouse lodging guests on Trail #1.
    - b. Machines must stay on the trail at all times when surrounded by private property and travel at a speed not to exceed 15 miles per hour when traveling through the private easement.
    - c. The number of machines per trip departing at one time shall not exceed 22, provided that a ratio of 10 (or fewer) riders per guide is maintained.
-

- d. Hahn's Peak Roadhouse is permitted to rent no more than 20 ATVs or UTVs to guests of Hahn's Peak Roadhouse.
- e. Only routes authorized by the US Forest Service are able to be utilized during operations.
- f. This permit is for guided 4x4 street legal vehicle operations for HPR clients excluding Trail #1 and Hahn's Peak Village.

## 29. OPERATING DATES AND TIMES

- a. Tours may be conducted seven (7) days per week.
- b. ATVs and UTVs are allowed on Trail #1 between June 15<sup>th</sup> and November 1<sup>st</sup> unless weather permits ATV and UTV tours to end operations later than November 1<sup>st</sup>. Guests and business invitees using Trail #1 must be guided both in and out, which include privately owned ATVs and UTVs. Under no circumstances shall any machine operate on Trail #1 between April 15<sup>th</sup> and June 15<sup>th</sup>, subject to change with CPW recommendation. The permittee must inform the Planning Director and the adjacent landowners prior to weather based changes to the schedule of operation.
- c. All guided ATV and/or UTV operations on Trail #1 for Hahn's Peak Roadhouse lodging guests shall be conducted between 8:00 and 7:30. Late arrivals through Trail #1 after 7:30 p.m. due to emergencies or unforeseen circumstances are not considered violations of this condition. Any such emergencies shall be reported to the Routt County Planning Department. Unforeseen circumstances shall be defined as the retrieval of disabled machines, which may delay the return of the Hahn's Peak Roadhouse personnel and/or lodging guests engaged in retrieval efforts.
- d. All guided ATV and/or UTV tours across Trail #1 shall consist of groups no more than 10 guest machines per guide, and shall leave Hahn's Peak Roadhouse on tours at 8:00, 9:00, 10:00, 11:30, 12:00, 1:00, 2:00, 3:00, and 4:30 for a total of no more than nine departure times per day. Hahn's Peak Roadhouse personnel shall be permitted to depart from Hahn's Peak Roadhouse across Trail #1 as needed between normal operating times of 8:00 a.m. and 7:30 p.m. for the purpose of trail maintenance, retrieval of disabled machines or aiding departed tours that require assistance such as transporting guests back to Hahn's Peak Roadhouse due to disabled machines.

## 30. ENFORCEMENT AND MONITORING

- a. A Hahn's Peak Roadhouse staff member shall patrol the parking lot/Larkspur Lane area during the hours of operation for the purpose of controlling the number of uninvited guests (trespassers) on Trail #1.
- b. Hahn's Peak Roadhouse shall monitor and record the usage of Trail #1 and submit a report of the total number of users to Planning staff at the end of the season.
- c. Hahn's Peak Roadhouse is required to place and maintain signage every 200 yards along Trail #1 (the private easement) stating that it is a private trail, not for public use; riders must stay on trail; and that the speed limit is 15 mph. Signage shall also be placed facing both directions at the north and south end of Trail #1. All signage shall remain in place throughout the year.

### 31. LODGING GUESTS/RIDER RESPONSIBILITY

- a. The permittee shall provide the user with a safety lesson, a riding helmet, and a trail map illustrating and private property to address and avert trespass issues.
- b. If riders encounter wildlife on the trail, they will stop their machines until the wildlife moves on and riders will not leave their machines to pursue wildlife on foot.
- c. Prior to commencement of operation, the permittee shall submit to Planning staff for approval a Customer Education Plan that included information regarding the consequences of leaving the right-of-way as well as guidelines for “leave no trace” recreation in the backcountry.
- d. Prior to beginning their tour, all unguided tour clients shall be required to sign a form stating that they have been informed of the conditions of this permit and that they agree to abide by them. This form shall be reviewed and approved by Planning staff.

### 32. ACCESS/ROADS/PARKING/TRAFFIC

- a. No parking related to this operation shall be permitted on any public roadway or along Larkspur Lane. NO PARKING signs shall be posted on Larkspur Lane.
- b. Parking for ATV tours and rentals shall be limited to areas identified as such on the PUD plan.
- c. 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.
- d. 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:
  - 1. The permittee shall provide traffic control signage along routes and intersections as specified by the Routt County Road and Bridge Director and at permittee’s expense; and types and placement of signs shall be in conformance with the Manual on Uniform Traffic Control Devices.
- e. 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 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.
- f. Routt County Road and Bridge Plowing Operations will commence as usual. It will be the permittee’s responsibility to maintain their trails if snow from plowing operations impacts trails. This includes but not limited to trails in the county right-of-way as well as trail and roadway crossings.
- g. Permittees onsite snow plowing operations shall be confined to permittee’s property. No snow shall be stored offsite and snow shall not be plowed across the county right-of-way. Plowing across the right-of-way is punishable by law.

Permit Issued by the Board of County Commissioners:

  
\_\_\_\_\_  
Douglas B. Monger, Chairman

7/13/15  
\_\_\_\_\_  
Date

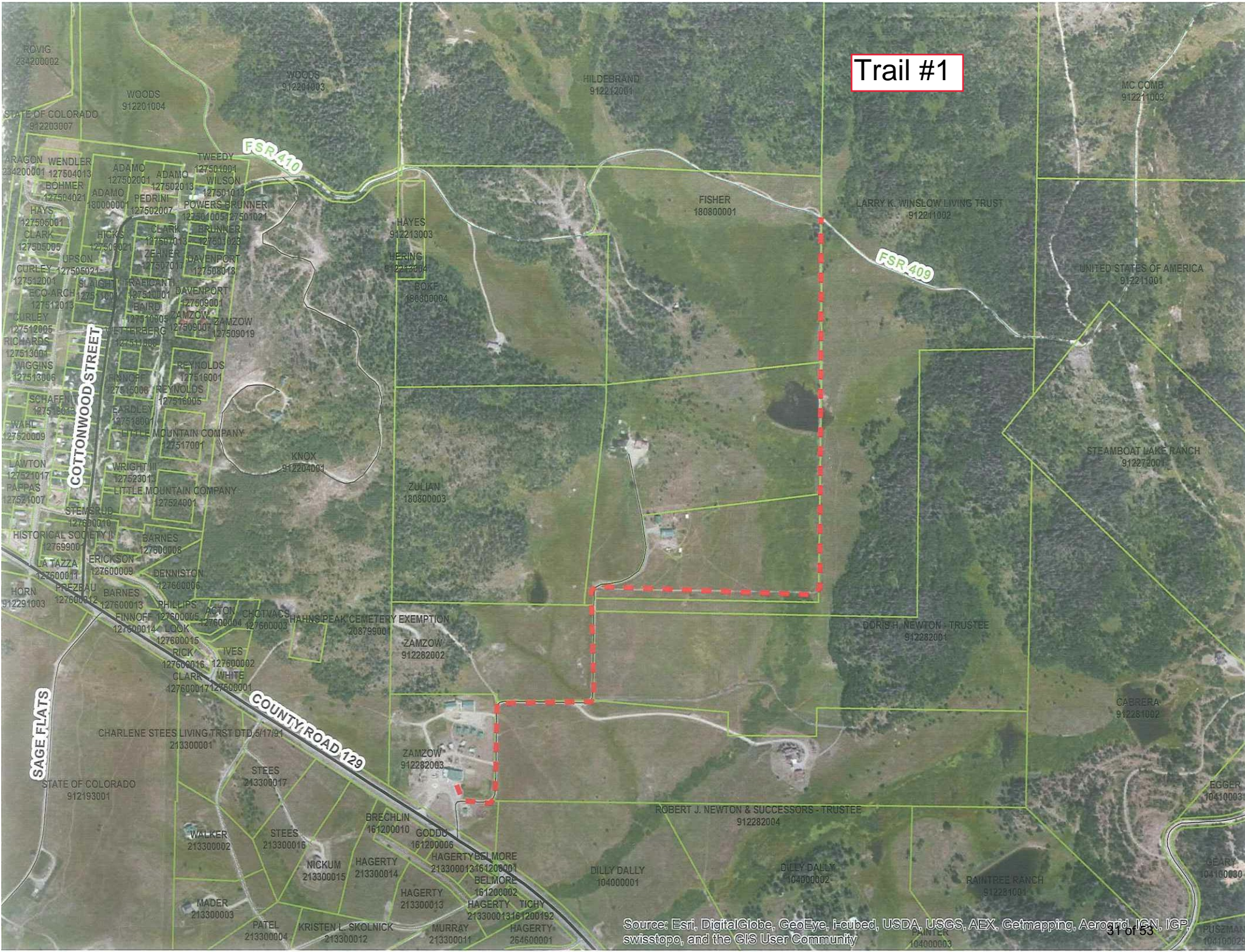
ACCEPTED:

  
\_\_\_\_\_  
Darren Zamzow, Permittee

7/10/15  
\_\_\_\_\_  
Date



# Trail #1

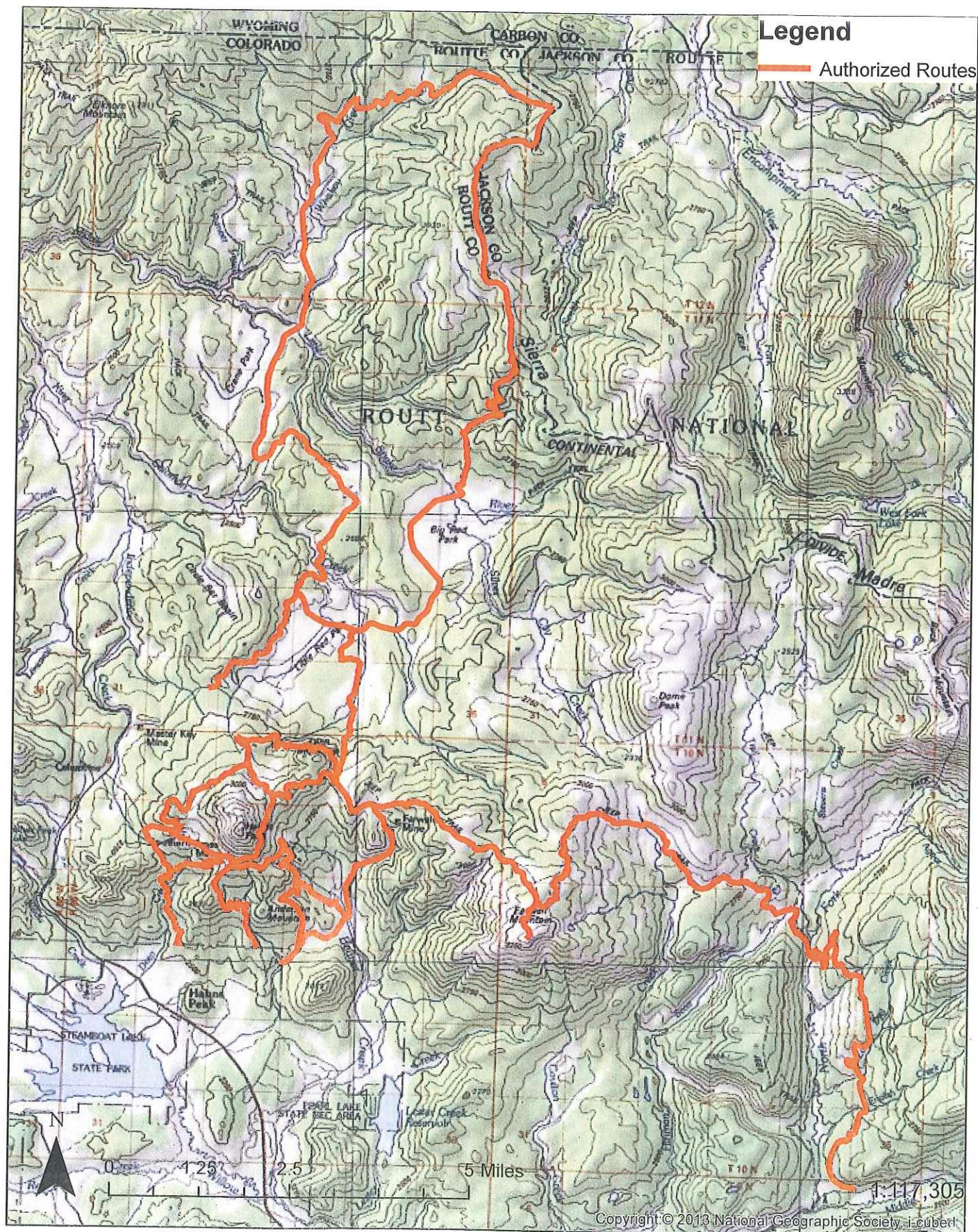




# Hahns Peak Roadhouse ATV Tours- Appendix A

Date: 6/10/2014

Document Path: C:\Users\ledickerman\Desktop\GIS\O&G\OG.mxd





Use Code: 153  
Authorization ID: HBE672  
Contact Name: HAHNS PEAK ROADHOUSE, LLC  
Expiration Date: 05/31/2020

FS-2700-3f (REV.02/17)  
OMB No. 0596-0082

**PART II - TEMPORARY SPECIAL USE PERMIT FOR OUTFITTING AND GUIDING**  
**Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h)**  
**(Ref. FSH 2709.11, section 41.53 and 37.21b)**

HAHNS PEAK ROADHOUSE, LLC of Darren & Carroll Zamzow 60880 CR 129 CLARK CO 80428 (the holder) is hereby authorized to use, subject to the terms of this permit, National Forest System lands described as: Sec. 17, T. 10 N., R. 85 W., 6TH PRINCIPAL MERIDIAN, Sec. 22, T. 10 N., R. 85 W., 6TH PRINCIPAL MERIDIAN as shown in attached Exhibit(s). This authorization covers approximately 1 acre and/or 0 miles.

This temporary use permit is issued for the purpose of authorizing the following outfitting and guiding activities on National Forest System lands:

200 temporary service days for guided snowmobiles trips restricted to routes as shown in Appendix C - Map.

Grooming of established routes installed by the Steamboat Lake Snow Club is only authorized with coordination and approval of the club. Grooming must meet the following regulations:

- 1) Confine trail grooming to designated routes.
- 2) Do not begin trail grooming until eighteen inches (18") of snow has accumulated.
- 3) Cease trail grooming by May first (1st) each year.

The following mitigation is recommended to the permit holder: Grooming of designated routes should occur during daylight hours, as much as possible, and conclude by 7:30pm.

The following appendices are attached to and made a part of this permit:

APPENDIX A - Operating Plan

APPENDIX B - Trip Itinerary

APPENDIX C - Map of the Authorized Area

APPENDIX D - Site-Specific Conditions

**I. GENERAL TERMS AND CONDITIONS**

**A. AUTHORITY.** This permit is issued pursuant to Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h), and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer is the Forest Supervisor or a subordinate officer with delegated authority.

**C. TERM.** This permit shall expire at midnight on 05/31/2020. The term for this temporary permit shall not exceed 180 days.

**D. RENEWAL AND EXTENSION.** This permit is not renewable. Upon expiration of the permit all use shall return to the temporary use pool.

**E. AMENDMENT.** This permit may be amended, provided that the total use authorized not exceed 200 service days or the equivalent in quotas and the term of the permit not exceed 180 days.

**F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**G. NON-EXCLUSIVE USE.** The use and occupancy authorized by this permit are not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for



inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

**H. ASSIGNABILITY.** This permit is not assignable or transferable.

## **II. OPERATIONS**

**A. OPERATING PLAN.** The operating plan submitted in the application corresponding to this permit is incorporated as the operating plan for this permit and is attached as Appendix A. You would be required to notify the Forest Service in writing of any staff changes during your operating season.

**B. TRIP ITINERARY.** The trip itinerary submitted in the application corresponding to this permit is incorporated as the trip itinerary for this permit and is attached as Appendix B.

**C. REQUIRED LICENSES.** The holder shall obtain all licenses required for conducting the activities authorized by this permit.

**D. CONDITION OF OPERATIONS.** The holder shall maintain the permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit.

**E. PROHIBITION ON USE OF MECHANIZED TRANSPORT OR MOTORIZED EQUIPMENT IN WILDERNESS AREAS.** The holder shall not use mechanized transport or motorized equipment in wilderness areas and shall not use mechanized transport or motorized equipment in proposed or potential wilderness areas without prior written approval from the authorized officer.

**F. PROHIBITION ON IMPEDING OR INTERFERING WITH OTHER USES.** The holder shall perform the activities authorized by this permit so as not to impede or interfere with administrative or other authorized uses of National Forest System lands.

**G. RESTRICTION OF MOTOR VEHICLE USE.** The holder shall restrict motor vehicle use to designated roads, trails, and areas, unless specifically provided otherwise in the operating plan.

**H. RESOURCE PROTECTION.** The holder shall conduct all activities so as to prevent or minimize scarring, erosion, littering, and pollution of National Forest System lands, water pollution, and damage to watersheds. In addition, the holder shall take precautions at all times to prevent wildfire.

**I. PERFORMANCE OF SUPPORT SERVICES.** As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Activities that support the use authorized by this permit, such as food or shuttle services, may be conducted by a party other than the holder, but only with prior written approval from the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

## **J. NONDISCRIMINATION**

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments Act of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation



occurs.

**K. EQUAL ACCESS TO FEDERAL PROGRAMS.** In addition to the above nondiscrimination policy, the holder agrees to ensure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

**L. SANITATION.** The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.

**M. SIGNS AND TEMPORARY IMPROVEMENTS.** Signs posted and temporary improvements installed on National Forest System lands must have prior written approval from the authorized officer.

### **III. RIGHTS AND LIABILITIES**

**A. LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

**B. THIRD-PARTY RIGHTS.** This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived from mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

**C. ABSENCE OF THIRD PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

**D. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses III.D, III.F, and II.H, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.

**E. INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous material, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

**F. INSURANCE.** The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. The policies shall also specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to U.S. Government, c/o Forest Service, 925 WEISS DRIVE STEAMBOAT SPRINGS, CO 80487. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.



**1. Liability.** The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$500,000 as a combined single limit per occurrence.

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

#### **IV. LAND USE FEE**

**A. Land Use Fee.** All fees must be paid in advance and are not refundable.

1. The land use fee for this permit is \$150 per 50 service days. This permit authorizes 200 service days and the fee is \$600.

2. Additionally, the assigned site fee is NA and

3. The grazing fee is NA.

**B. ACCESS TO ACCOUNTING RECORDS.** The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for five years after the end of the year they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

#### **V. REVOCATION, SUSPENSION, AND TERMINATION**

**A. REVOCATION AND SUSPENSION.** The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local laws and regulations;
2. For noncompliance with the terms of this permit;
3. For failure of the holder to exercise the privileges granted by this permit;
4. With the consent of the holder; or
5. At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

**B. NOTICE AND OPPORTUNITY TO TAKE CORRECTIVE ACTION.** Prior to revocation or suspension under clause V.A, the authorized officer shall give the holder notice of the grounds for the action to be taken and a reasonable period, not to exceed 30 days, to complete corrective action prescribed by the authorized officer. Failure of the holder to take corrective action shall disqualify the holder from eligibility for another permit for three years.

**C. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 48 hours of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review, the superior shall take prompt action to affirm, modify, or cancel the suspension.

**D. APPEALS AND REMEDIES.** Any written decisions by the authorized officer relating to administration of this permit, including revocation or suspension decisions, are subject to the administrative appeal regulations at 36 CFR Part 214. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

**E. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

#### **VI. MISCELLANEOUS PROVISIONS**

**A. ADVERTISING.** The holder shall not misrepresent in any way, either orally, in its circulars, brochures, advertising, and other materials, or on its website, signs, or letterheads, any aspect of the use authorized by this permit, including services provided by the holder, the status of this permit, or the area it covers. All of the holder's circulars, brochures, and



advertising and its website regarding use of the permit area shall state that the permit area is located on the Routt National Forest or National Grassland.

**B. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.

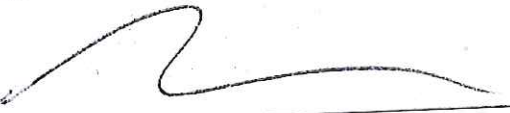
**C. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other service by a government agency, utility, association, or individual.

**D. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

**E. SUPERIOR CLAUSES.** In the event of any conflict between any of the preceding printed clauses and any subsequent clauses or any provisions in the appendices attached to this permit, the preceding printed clauses shall control.

This permit is accepted subject to all its terms and conditions.

I have read and understand the terms and conditions and agree to abide by them.

By:   
HOLDER: HAHNS PEAK ROADHOUSE, LLC

Title: OWNER

Date: 12/12/19

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

Authorization is granted:

By:   
(Authorized Officer)

Name: Tara Umphries

Title: District Ranger

Date: 12/19-19

**HOLDER MUST HAVE THIS PERMIT (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection of information is 0596-0082. The time required to complete this information collection is estimated to be 15 minutes, including reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

## APPLICATION &amp; ANNUAL OPERATING PLAN FOR 2015

The Operating and Safety Plan are components of your Special Use Permit as described within the permit Section VII.. Other Provisions, Clause (C8).

Use your best estimate if specific dates or exact numbers are not known.

**Describe your use by:** (Include a narrative which describes)

1. **Seasons/dates and type of Activities:** (hunting, summer horse trips, packing, horse rental)

We will operate guided snowmobiles tours, clinic's. 2 hour, 4hour, 6 hour all day tours and rentals. From November 21<sup>st</sup> to April 15<sup>th</sup> annually. We will offer clinics for advanced snowmobilers on their own snowmobile, to teach skills in self rescue, avalanche awareness and powder riding. We will supplement grooming and trail maintenance with our equipment (snow Groomer and chainsaw).

2. **Number of clients and guides per trip:** We will operate with a 7 to 1 client to guide ratio. With a maximum group size of 20 clients.

3. **Number of trips per season:** We would like to offer 4 time slots per day, as well as private tours and clinics. To use the maximum user days allowed.

4. **Duration of activities on National Forest lands:** (i.e. 5 days, 6hrs per day; or 5 days, 100%) We will offer 2 hour, 4 hour, 6 hour and all day rides. If we offer multi-day clinics they will stay at private property know as Hahn's Peak Roadhouse.

5. **Charge per client per trip:**  
 2hr trip \$125.00 extra rider \$45.00  
 4hr trip \$185.00 lunch extra rider \$60.00  
 6hr trip \$255.00 lunch extra rider \$70.00  
 Private \$325.00 lunch plus \$55 per extra rider

6. **Locations of use: Trailheads, trails, roads accessed; typical routes used:** (assure the legal Descriptions on face of permit are correct)

We will use Hahn's Peak Roadhouse LLC as a base of operations. We will use our private easements to access trail systems as well as all trails currently maintained by Steamboat Lake Snow club. 409, 410, 42,400,431,433, 500,550. We will access all areas around trails for "Powder Riding". We would also like to use the Northern Craig Trail System trails 001 - 025 including county roads 80 and 82. Also, Southeast Sierra Madre Mountains in South Central WY. Trails A,B,C,D,E,F,G. Mainly A and B.



7. **Types of transportation used:**  
a. **Vehicle & trailer descriptions and license plate numbers**  
b. **Average number and type of livestock used**  
**We will leave from Private Property and Snowmobiles will not be trailered**

8. **Base camp/drop camps in use this year. Please indicate identify the period of use including set up and take down time. You will be charged for all authorized reserved sites unless you advise us of non-use prior to the season.**  
N/A

**Environmental considerations**

9. **Describe sanitation measures.**  
**We will carry out trash from snacks and lunches. Any human waste will be contained in Day canister and carried out. Or using FS Toilets at the trail head.**

10. **Describe actions to be taken to protect the environment from effects of this activity.**  
**All fueling will be done at Hahn's Peak Roadhouse which is a state approved fuel station. All oil will be filled at HPRH to avoid spilling. Any broken machines will be hauled out with-in a timely manner.**

11. **What fire prevention measures are planned? Winter conditions exist. We can use snow to put out any small equipment fires and the snow cat carries two fire extinguishers.**

**Administration**

12. **Are there any legal business changes to your company since your last permit? New incorporation, name changes, change in stockholder /share ownership? Etc. Do you want to have a formally designated company representative? If so, we need this in writing.**  
**Company Representative**  
**Darren Zamzow**  
**P.O. 874 Clark, CO 80428**



13. Attach any pre-trip information sent to clients.
14. Attach copies of all promotional materials including current price list.
15. List web sites and email addresses use by the business.  
Hahnspeakroadhouse.com hahnspeakroadhouse@gmail.com
- 16.

## **Safety and Emergency Plan**

1. **What training do you and your staff have? (CPR, first aid, emt)**  
**We have basic first aid and CPR. And we train summer and winter for emergencies. We will do a preseason rescue course to practice skills in the backcountry.**
  
2. **Type of first aid supplies and emergency equipment and where located:**  
**We carry one backcountry style first aid kit with each guide. We have a trauma kit, defibrillator, litter, which are stored on-site at the Hahn's Peak Roadhouse.**
  
3. **Client safety briefing points:**  
**Each client is given a full review of the operation of the snowmobile and required to wear a helmet and winter clothing. Each client is observed by one of the guides during the first mile of the ride to ensure client is understanding guides instructions.**
  
4. **Communication procedures and equipment:**  
**We have cell phones, two way radios and spot devices. That will be used for the guides to communicate with one another and Hahn's Peak Roadhouse base will be able to track their movements with the spot devices.**
  
5. **Lost and overdue client procedures:**  
**Lost and overdue clients will be tracked with spot device and located for recovery and rescue.**
  
6. **Emergency evacuation plans:**  
**We have rescue sleds and a snow cat that can be dispatched for emergency purposes. We will locate the nearest trail head and get the clients to safety ASAP. If necessary and weather permits helicopter rescue will be an option from Routt County Search and Rescue. During spring conditions fan cooled snowmobiles must be used for late night rescues.**

7. **Fire prevention considerations & equipment**  
With winter conditions we don't become concerned with wild fires. We do carry one fireextstguser with each trip.



**Special Warranty Deed**  
(Pursuant to 38-30-115 C.R.S.)

State Documentary Fee  
Date: November 28, 2011  
\$ 106.42


**THIS DEED**, made on **November 28, 2011** by **STEAMBOAT LAKE OUTFITTERS, LLC, A COLORADO LIMITED LIABILITY COMPANY** Grantor(s), of the County of \_\_\_\_\_ and State of **COLORADO** for the consideration of **(\$1,064,197.00) \*\*\* One Million Sixty Four Thousand One Hundred Ninety Seven and 00/100 \*\*\*** dollars in hand paid, hereby sells and conveys to **DARREN C. ZAMZOW AND CARROLL P. ZAMZOW** Grantee(s), whose street address is **PO BOX 874, CLARK COLORADO 80428**, County of **ROUTT**, and State of **COLORADO**, the following real property in the County of **Routt**, and State of Colorado, to wit:

**SEE ATTACHED "EXHIBIT A"**

also known by street and number as: **60880 COUNTY ROAD 129 CLARK CO 80428**

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s), subject to *general taxes for the year 2011 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Section 8.1 (Title Review) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Section 8.2 (Matters not Shown by the Public Records) and Section 8.3 (Survey Review) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusion of the Property within any special tax district; and other*

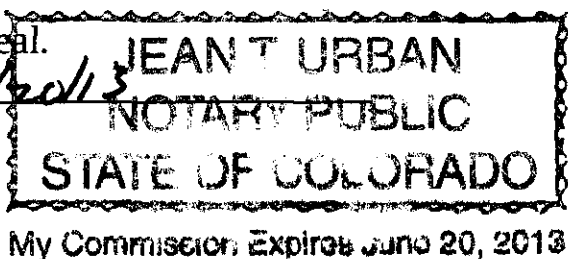
**STEAMBOAT LAKE OUTFITTERS, LLC, A COLORADO LIMITED LIABILITY COMPANY**

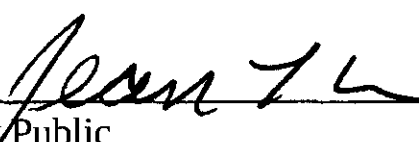
  
\_\_\_\_\_  
GEORGE E. EIDSNESS, MANAGER

State of **COLORADO** )  
 ) ss.  
County of **ROUTT** )

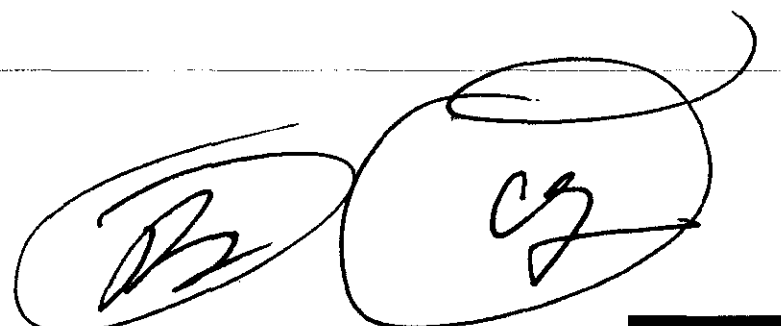
The foregoing instrument was acknowledged before me on this day of **November 28, 2011**  
by **GEORGE E. EIDSNES AS MANAGER OF STEAMBOAT LAKE OUTFITTERS, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal.  
My commission expires 6/20/13



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

When Recorded Return to: **DARREN C. ZAMZOW AND CARROLL P. ZAMZOW**  
**PO BOX 874, CLARK, CO 80428**







## EXHIBIT A

PARCEL A:

A TRACT OF LAND IN TRACT 51, TOWNSHIP 10 NORTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT 51 FROM WHICH AP-4 OF SAID TRACT 51 BEARS NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST 658.52 FEET;

THENCE NORTH 89 DEGREES 21 MINUTES 26 SECONDS EAST 661.50 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST 658.51 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT 51;

THENCE SOUTH 89 DEGREES 31 MINUTES 26 SECONDS WEST 661.50 FEET ALONG SAID SOUTHERLY BOUNDARY TO AP-5 OF SAID TRACT 51;

THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST 658.51 FEET ALONG THE WESTERLY BOUNDARY OF SAID TRACT 51 TO THE POINT OF BEGINNING,

COUNTY OF ROUTT,

STATE OF COLORADO,

SUBJECT TO THE EFFECT OF BOUNDARY LINE AGREEMENT RECORDED MARCH 8, 2001 UNDER RECEPTION NO. 541580, ROUTT COUNTY RECORDS.

PARCEL B:

A TRACT OF LAND LOCATED IN TRACT 59 OF SECTIONS 28 AND 29, ALL IN TOWNSHIP 10 NORTH, RANGE 85 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH BOUNDARY LINE OF HIGHWAY NO. 129 AND THE NORTH LINE OF TRACT 59 FROM WHICH AP-2 TRACT 59 BEARS SOUTH 89 DEGREES 39 MINUTES 59 SECONDS WEST 107.42 FEET, SAID NORTH BOUNDARY LINE OF HIGHWAY 129 AS SHOWN ON THE PLAT OF STEAMBOAT LAKE FILING NO. 6 AS FILED WITH THE ROUTT COUNTY CLERK AND RECORDER,

THENCE NORTH 89 DEGREES 39 MINUTES 59 SECONDS EAST 554.08 FEET ALONG SAID NORTH LINE,

THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST 364.36 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF TRACT 49 TO THE ABOVE SAID NORTH BOUNDARY LINE OF HIGHWAY NO. 129 BEING ON A CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 35 DEGREES 41 MINUTES 07 SECONDS WEST 6030.0 FEET,

THENCE ALONG SAID NORTH BOUNDARY LINE ON A CURVE TO THE LEFT A DISTANCE OF 384.15 FEET AND WHOSE CHORD BEARS NORTH 56 DEGREES 08 MINUTES 23 SECONDS WEST 384.08 FEET,

THENCE NORTH 57 DEGREES 57 MINUTES 53 SECONDS WEST 277.38 FEET ALONG SAID NORTH BOUNDARY LINE TO THE POINT OF BEGINNING,

COUNTY OF ROUTT,

STATE OF COLORADO.

EXCEPTING FROM SAID TRACTS A AND B ALL THAT PORTION AS DESCRIBED IN DEED RECORDED JULY 2, 1996 IN BOOK 722 AT PAGE 324 OF THE ROUTT COUNTY RECORDS.

PARCEL C FOR ACCESS, PARCEL D FOR RIGHT OF WAY, AND PARCEL E ACCESS AND UTILITY EASEMENT, BEING THE SAME PROPERTY AS DESCRIBED AS PARCELS C, D AND E IN INSTRUMENT RECORDED DECEMBER 1, 1992 IN BOOK 680 AT PAGE 720 OF THE ROUTT COUNTY RECORDS, SAID PARCELS C, D AND E ARE SUBJECT TO EXCEPTION NO. 20 OF THIS COMMITMENT, COUNTY OF ROUTT, STATE OF COLORADO.