

**LAND USE PERMIT**  
San Juan County, Colorado

<b>Applicant:</b> Sasquatch Campers LLC	<b>Owners:</b> Daryl Wagner Kass Kremer	<b>Permit No.</b>
<b>Address:</b> PO Box 183		
<b>City and State:</b> Silverton, CO 81433	<b>Telephone:</b> (406) 366-0632	

\*\*\*\*\*

<b>Description of Use:</b> Convert the building located on Blanche Placer-2260 known as the "Dry House" into a light manufacturing facility, and provide workforce housing for up to two employees. The facility will be used by Sasquatch Campers LLC to manufacture compact camp trailers. No major improvements are planned for the exterior of the facility, roads, or adjacent land at this time.
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<b>Dates and Times of Use:</b> full time, year round use following approval.
<b>Location of Use:</b> 69715 Hwy 550 @ "Dry House" facility

\*\*\*\*\*

Areas of Concern: Applicant should provide attachments for each relevant area  
Land Use Administrator will initial approval if appropriate

- |                              |                                     |                                 |                                     |
|------------------------------|-------------------------------------|---------------------------------|-------------------------------------|
| Property Ownership           | <input checked="" type="checkbox"/> | Permission of Property Owner    | <input checked="" type="checkbox"/> |
| Vicinity Map                 | <input checked="" type="checkbox"/> | Plans and Drawings              | <input checked="" type="checkbox"/> |
| Natural Hazards              | <input checked="" type="checkbox"/> | Zoning Compatibility            | <input type="checkbox"/>            |
| Sanitation                   | <input checked="" type="checkbox"/> | Environmental Impacts           | <input type="checkbox"/>            |
| Building Permit              | <input checked="" type="checkbox"/> | Federal and /or State Permits   | <input type="checkbox"/>            |
| Security                     | <input type="checkbox"/>            | Emergency Services              | <input type="checkbox"/>            |
| Parking                      | <input checked="" type="checkbox"/> | insurance Coverage              | <input checked="" type="checkbox"/> |
| Clean Up                     | <input type="checkbox"/>            | County Road Impact              | <input type="checkbox"/>            |
| Other<br>Aerial maps/surveys | <input checked="" type="checkbox"/> | Other CDOT access<br>Permission | <input checked="" type="checkbox"/> |

<b>Date Application Submitted:</b> OCTOBER 2021 + NOVEMBER 30, 2021	<b>By (signature):</b>
<b>Date Permit Issued:</b>	<b>By (signature):</b>
<b>Conditions</b>	
<b>Acceptance of Conditions:</b>	
<b>By (signature):</b>	

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## 1. Project Narrative

Applicant Names:	Kassidy Kremer and Daryl Magner, on behalf of Sasquatch Campers, LLC
Project Location	69715 Hwy 550 at the Dry House located on the Blanche Placer
Scenic report summary	The facility can be seen from US 550 by looking down the driveway at the “big bend” hairpin turn driving North towards Silverton. It can also be seen from US 550 at approximately mile marker 71 in both directions. No improvements to the landscape on the Blanche Placer will be made under this application.
Proposed Use - Light Industrial	The applicant plans to primarily use the facility to manufacture recreational camp trailers. If the market, industry, or economic conditions warrant a change in company strategy, the applicant may change their product strategy, however, the primary use of the facility will remain manufacturing.
Proposed Use - Residential	The applicants are requesting approval for the use of two bedrooms for employee transitional housing, with two occupants max per bedroom.
Water Services	The water source is dedicated to the Blanche Placer directly from Belcher Creek. Both managing partners of the Blanche Placer, who claim to have seen it, described it as an 18-20” vertical pipe sunk into the middle of Belcher Creek that gravity flows to the Dry House. The source of water is located on the Blanche Placer. The facility was built with a drinking fountain and a shower, and therefore the system was designed to by supply potable water. A permit is not on record, the applicants believe it was not required by San Juan County at the time of construction. A water Bac-T was performed by San Juan Basin Public Health and the results came back on 11/30/21 with no bacteria present.
Sewer Service	<p>The septic system was installed when the Dry House was built in 1986. It was designed for 40 persons at 30 gallons per person, per day. The septic tank capacity is 1500 gallons and made of concrete.</p> <p>Dudley Ashwood, an independent Civil Engineering professional with a PE license, inspected the system on 11/29/2021. He confirmed the system was installed as per the original permit specifications and prepared a report for San Juan Basin Public Health to process the Change of Use Permit for the Septic System. The application is under review.</p> <p>At 2021 specifications the wastewater system is rated for 10 commercial employees and two bedrooms. These specifications are within the operating needs of Sasquatch Campers, LLC.</p>
Power	The building is presently serviced with power from San Miguel Power Association.
Phone	Full cell phone signal is available at the facility and a phone line is hardwired into the facility.
Access & Parking	The entrance to the driveway to the building can be accessed from US 550. Ample parking exists in the large parking lot South of the facility, a small parking area also exists to the West at the main entrance. The large parking lot is shared with CDOT, the small parking lot is exclusive to the Dry House Tenants.
Propane	A propane tank is installed and functioning at the facility. Silverton Propane confirmed the system holds pressure. The tank services the heating appliances.
Heating	The heat source is propane. Two commercial shop heaters are installed on the main floor. A forced air heater is located upstairs, suppling heat to the upstairs rooms.
Exterior Lighting	Three existing exterior lights are on the building. One at the back entrance, another at the front entrance, and one at the Northern side of the building.

Solid Waste Management	Solid waste will be transported to the transfer station by the owners until manufacturing volume warrants a dumpster. The amount of solid waste produced by the sales volume forecasted during the first year in business can be managed by weekly trips to the transfer station.
Snow Management	CDOT plows from US 550 to their Avalanche Mitigation Facility. The applicants will plow from the fork in the driveway to their facility, as well as the parking areas. In the event a heavy storm that prevents the employee responsible for plowing from driving up to the facility, an agreement has been made with CDOT to park the vehicle at the fork in the driveway so the employee can walk in and clear a path to the facility.
Entrance Gate Management	A locked gate presently exists at the entrance to the Blanche Placer. This gate is only unlocked when actively entering and exiting the property. CDOT has built a second gate past the fork to allow for unrestricted access to the Dry House, while restricting access to the Avalanche Mitigation Facility. The EPA has mine reclamation project that is on track to finish Spring 2022. Once this is complete, the gate will remain open during business hours. Outside of business hours, a combination lock belonging to Sasquatch Campers will be daisy chained with CDOT's lock in a fashion that will allow for the gate to be opened when only one lock is removed. The applicants will share the combination of this lock with CDOT, EMS response, and all employees working at Sasquatch Campers. This will allow for occupants of the facility to open the gate in the event of an emergency, and EMS to enter.
Fire Prevention	<p>Manufacturing will be split into three work areas:</p> <ul style="list-style-type: none"> <li>• Material Processing</li> <li>• Fabrication</li> <li>• Assembly</li> </ul> <p>These work areas will exist on the main floor. Fire doors and 5/8" drywall are present. Smoke detectors and fire extinguishers will be installed in each work area prior to operating.</p> <p>Few flammable materials are used for production, primarily acetone and touch up paint. These materials are kept in containers one gallon or less in size; they will only be present in the facility when used and stored outside the facility when not in use.</p>
Country Avalanche map	The Site Plan for the Dry House, parking, and driveway was overlaid onto the County Avalanche Hazard Map. This overlay has been submitted with the application. According to the County Avalanche Hazard Map, the parking, driveway, and facility do not appear to be within a potential avalanche area. The old North Star Mill is located directly below the facility and no evidence of avalanche damage is present.
County Geohazards map	The Site Plan for the Dry House, parking, and driveway was overlaid onto the County Geo Hazard Map. This overlay has been submitted with the application. According to the County Geo Hazard Map, the parking, driveway, and facility appear to be in the area of "df" representing colluvial debris fan. The Dry House facility was built in 1986 and has no evidence of geohazard damage. A large parking lot is also cut uphill from the dry house, adding protection.
Sign and Advertising	The applicants plan to install signs after sales activities pick up. Applicants are requesting a sign at South of the entrance gate, and the area in front of the sign designated for displaying products manufactured by Sasquatch Campers, LLC. The applicants would also like to install a sign on the building located above the main entrance door.

# 1. Land Use Permit Application

## LAND USE PERMIT San Juan County, Colorado

Applicant: Sasquatch Campers LLC Daryl Wagner & Cassidy Kremer	Permit No.
Address: PO Box 183	
City and State: Silverton, CO 81433	Telephone: (406) 366-0632

.....

<b>Description of Use:</b> Convert the facility known as "The Dry House" to a light manufacturing facility, and provide transitional workforce housing using two bedrooms. The facility will be used to manufacture <del>concrete</del> trailers, no major improvements are planned for the exterior of the building, or adjacent land at this time.
--

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<b>Dates and Times of Use:</b> full time beginning immediately following land use approval
<b>Location of Use:</b> 69715 Hwy 550

.....

**Areas of Concern:** Applicant should provide attachments for each relevant area  
Land Use Administrator will initial approval if appropriate

<table style="width: 100%; border-collapse: collapse;"> <tr><td>Property Ownership</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr><td>Vicinity Map</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr><td>Natural Hazards</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr><td>Sanitation</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr><td>Building Permit</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr><td>Security</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr><td>Parking</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr><td>Clean Up</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Other</td><td style="text-align: center;"><input type="checkbox"/></td></tr> </table>	Property Ownership	<input checked="" type="checkbox"/>	Vicinity Map	<input checked="" type="checkbox"/>	Natural Hazards	<input checked="" type="checkbox"/>	Sanitation	<input checked="" type="checkbox"/>	Building Permit	<input checked="" type="checkbox"/>	Security	<input checked="" type="checkbox"/>	Parking	<input checked="" type="checkbox"/>	Clean Up	<input type="checkbox"/>	Other	<input type="checkbox"/>	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Permission of Property Owner</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr><td>Plans and Drawings</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr><td>Zoning Compatibility</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Environmental Impacts</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Federal and /or State Permits</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Emergency Services</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Insurance Coverage</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr><td>County Road Impact</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Other</td><td style="text-align: center;"><input type="checkbox"/></td></tr> </table>	Permission of Property Owner	<input checked="" type="checkbox"/>	Plans and Drawings	<input checked="" type="checkbox"/>	Zoning Compatibility	<input type="checkbox"/>	Environmental Impacts	<input type="checkbox"/>	Federal and /or State Permits	<input type="checkbox"/>	Emergency Services	<input type="checkbox"/>	Insurance Coverage	<input checked="" type="checkbox"/>	County Road Impact	<input type="checkbox"/>	Other	<input type="checkbox"/>
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Date Application Submitted: 11/30/21	By (signature): <i>Kassidy Kremer</i>
Date Permit Issued:	By (signature):
Conditions	
Acceptance of Conditions:	By (signature):

## 2. Land Use Application Fee – request for fee waiver or reduction

The applicants request the land use application fee be waived or reduced due to the building already being in place and no changes to the exterior of the facility, driveway, or land will be made. The application fee will be used to further rehabilitate the building, specifically the septic system to create adequate working conditions for employees and residents. Daryl and Kass wish to create jobs and transitional housing for San Juan County using this facility, your consideration to reinvest the fee is appreciated.

## 3. Sign Permit Application Fee Receipt

## 4. Contact Info

Sasquatch Campers, LLC  
PO Box 183  
Silverton, CO 81433

Applicants (Owners Sasquatch Campers, LLC)

Kassidy Kremer  
PO Box 354  
Silverton, CO 81433

Daryl Magner  
PO Box 183  
Silverton, CO 81433

## 5. Articles Of Organization

Colorado Secretary of State  
ID#: 20211160807  
Document #: 20211160807  
Filed on: 02/19/2021 02:15:51 PM  
Paid: \$50.00

### **Articles of Organization for a Limited Liability Company** filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the limited liability company is** Sasquatch Campers, LLC

**The principal office street address is** 1321 Empire  
Silverton CO CO 81433  
US

**The principal office mailing address is** 241 Kit Fox Lane  
Durango CO 81303-6670  
US

**The name of the registered agent is** Kass Kremer

**The registered agent's street address is** 241 Kit Fox Lane  
Durango CO 81303-6670  
US

**The registered agent's mailing address is** 241 Kit Fox Lane  
Durango CO 81303-6670  
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

**The management of the limited liability company is vested in** Members

There is at least one member of the limited liability company.

**Person(s) forming the limited liability company**

Kass Kremer  
241 Kit Fox Lane  
Durango CO 81303-6670  
US

Daryl Magner  
241 Kit Fox Lane,  
Durango CO 81303  
US



## 6. Property Ownership

### San Juan County Colorado Property and Maps

Account #N2475  
69715 US HIGHWAY 550 N, SILVERTON, CO 81433

Total Value  
\$747,616

#### OVERVIEW

##### KEY INFORMATION

Account #	N2475	Parcel #	48290180010014		
Name(s)	SULTAN MOUNTAIN LLC				
Mailing Address	PO BOX 6435 78466-6435 CORPUS CHRISTI TX				
Situs Address	69715 US HIGHWAY 550 N , SILVERTON, CO 81433				
Total Acres	63.59	Total Sq Ft	2,769,980		
Section	18	Township	41	Range	7
Tax District	101	Economic Area	MISSING	Block	MISSING
Plat Reference	MISSING				
Legal Description	BLANCHE PLACER - 2260				

##### VALUE INFORMATION

	Actual	Assessed
Land	\$577,616	\$167,509
Improvement	\$170,000	\$49,300
Total	\$747,616	\$216,809

##### IMPROVEMENTS

###### 1 - IMPROVEMENT

Description	Commercial
Dwelling Type	-
Floor Area	3,308 sqft
Year Built	1982
Condition	-
Bedrooms	0
Full Baths	0
Half Baths	0

##### LAND DETAILS

DESCRIPTION	EFFECTIVE ACRES*	EFFECTIVE SQ FT*	VALUE
Natural Resources	63.59	2,769,980	\$577,616

\* Accounting for undivided interests and mixed use properties calculate smaller than the full property size.

##### TRANSFER HISTORY

SALE DATE	AMT	RECEPTION	TYPE	GRANTEES	GRANTORS
No items to display					

##### MINING CLAIMS

	CLAIM NAME	MINERAL SURVEY #
+	BLANCHE PLACER	2260
Acres	60.05	Road 64
District	ANIMAS MINING DISTRICT	Patent 16574.0000000
Mapping Status	Updated using BLM data	
Waste	-	Waterfront Mineral Creek

# 7. Building Permit Application



## Building Permit Application

\*Address of Job Site: 69715 US 550

\*Class of Work:  
 NEW  ADDITION  ALTERATIONS  REPAIR  MOVE  OTHER

\*Property Owner: Sultan Mountain, LLC \*Phone: (210) 860-2312

\*Mailing Address: PO Box 6435

\*City: Corpus Christi \*State: TX \*Zip Code: 78466

\*Email Address: pj brodie @ sbc global.net

Contractor: Bruce Harris i <sup>Maisei</sup> Excavation Phone: 84(914) 475-3772 / ME (970) 759-9291

Legal Description: Parcel # 48290180610014  
 \*LOT NO.(S): \_\_\_\_\_ \*BLOCK: \_\_\_\_\_ \*ZONE: \_\_\_\_\_ \*(If Applicable) ADDITION: \_\_\_\_\_  
 \*Hazard: NONE  FLOOD  AVALANCHE  SLOPE

Structural Information:  
 \*\*Req. if NEW Structure: \*\*Survey Provided: YES  NO  \*\*Plot Plan Provided: YES  NO   
 Designed By: \_\_\_\_\_ LICENSE PE# \_\_\_\_\_  
 SQ.FT.: \_\_\_\_\_ HEIGHT: \_\_\_\_\_ TOTAL UNITS: \_\_\_\_\_ TOTAL ROOMS: \_\_\_\_\_

\*Describe All Work To Be Done:  
 • Install Bay Door at East Side of building  
 • Widen opening between garage & middle office to 8 ft  
 • Create an opening between offices 8ft wide x ~~7ft~~ 7ft tall  
 • Drywall, tape, mud & paint Conference room, install flooring  
 • Tape & paint remaining bedrooms, install flooring  
 • Re-grade driveway, shape & fill and create area for snow removal

\*Printed Name: Kassidy Kremer  
 \*Signature: Kassidy Kremer \*Date: 11/10/2021

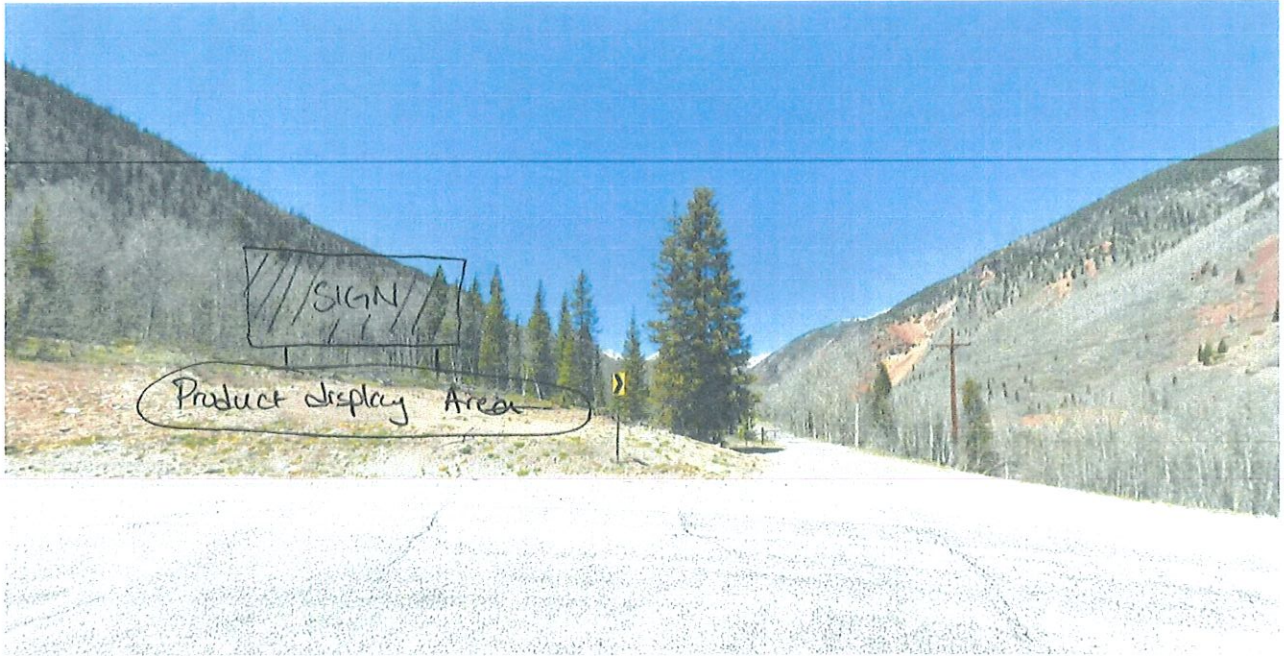
(Staff Use ONLY)	
Total Estimated Valuation of Work: \$ _____ (Including Labor and Materials)	Estimated Permit Fee: \$ _____

\*INDICATES MANDATORY FIELDS TO BE COMPLETED BEFORE THIS APPLICATION CAN BE SUBMITTED FOR CONSIDERATION.

Bevan Harris Construction will be used for building improvements and Maisel Excavation will be used, if needed, for driveway and septic improvements.

## 8. Sign Permit Application

The proposed project includes installation of two signs; one at the driveway entrance from US 550 and one at the main entrance to the facility. Both signs will include the company name and logo. Colors will be red, white, and black. The driveway entrance will also include an area to display products. Both signs proposed will be up to 24' wide and 12' tall.



*Figure 1: Proposed driveway sign and product display area*



*Figure 2: Proposed entrance sign*

SIGN PERMIT

No. \_\_\_\_\_

SAN JUAN COUNTY, COLORADO

Applicant <u>Kassidy Kremer/Sasquatch Campers, LLC</u>		Date <u>11/11/21</u>
Address <u>PO. Box 183 Silverton, CO 81433</u>		Phone <u>(406) 366-0632</u>
Property Owner (If Other Than Applicant) <u>Sultan Mountain, LLC</u>		
Address <u>PO Box 6435 Corpus Christi, TX 78466</u>		Phone <u>(210) 860-2312</u>
Property Description <u>North Star Dry House</u>		
Existing Signs On Property <u>None</u>		Square Footage
Proposed Location Of New Sign(s) <u>West of US 550 entrance to driveway &amp; above entrance door</u>		
Type of Sign(s) <input checked="" type="checkbox"/> Free Standing <input type="checkbox"/> Projecting <input checked="" type="checkbox"/> Wall <input type="checkbox"/> Window <input type="checkbox"/> Awning		
Material <u>AC, Vinyl, Wood</u>		Size
Drawing and Description		Square Footage
<p>See attached</p> <ul style="list-style-type: none"> <li>• Signs will include logo, company name, website.</li> <li>• Colors are Black, red, white.</li> <li>• Entrance sign will also have an area to park &amp; display our products.</li> </ul>		<p>Free standing sign will be located at driveway entrance from US 550. The size will be <u>up to 24' x 12'</u>. <u>Must set back</u> Restrictions.</p> <p>Wall sign will be installed on the <del>North</del> <u>west</u> end of facility above entrance door. The size will be <u>up to 24' x 12'</u></p>
Permit: <input type="checkbox"/> Issued <input type="checkbox"/> Denied		Reason For Denial
Fees Paid		Restrictions
Date		Land Use Administrator

## 9. Names and Mailing Addresses of Nearby Property Owners



Figure 3: Blanch Placer - 1500 ft radius drawn in yellow

SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

HUNTSMAN GREG  
427 HUNTINGTON DR  
BOUNTIFUL UT 84010

TOWN OF SILVERTON  
PO BOX 250  
SILVERTON CO 81433-0250

SULTAN MOUNTAIN LLC  
PO BOX 6435  
CORPUS CHRISTI TX 78466-6435

SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

SULTAN MOUNTAIN LLC  
PO BOX 6435  
CORPUS CHRISTI TX 78466-6435

RATNER RYAN  
1701 COUNTY ROAD 250  
DURANGO CO 81301

Figure 4: List of property owners within 1500' radius of Blanche Placer

# 10. Facility Layout

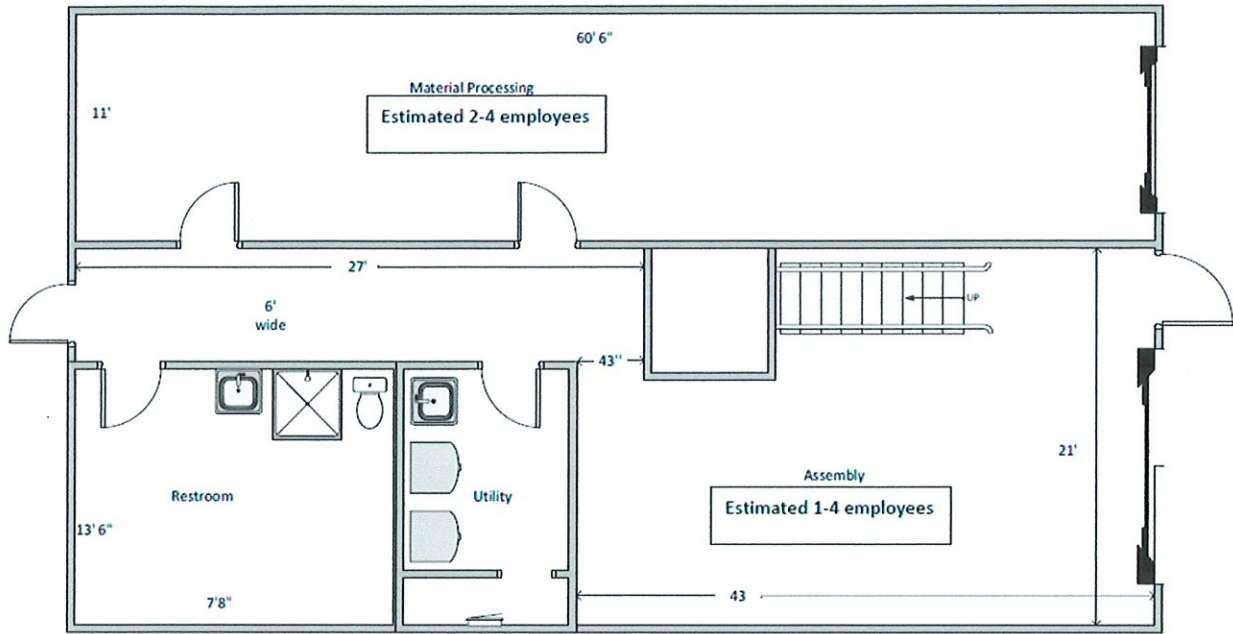


Figure 5: Floor Plan - Main floor

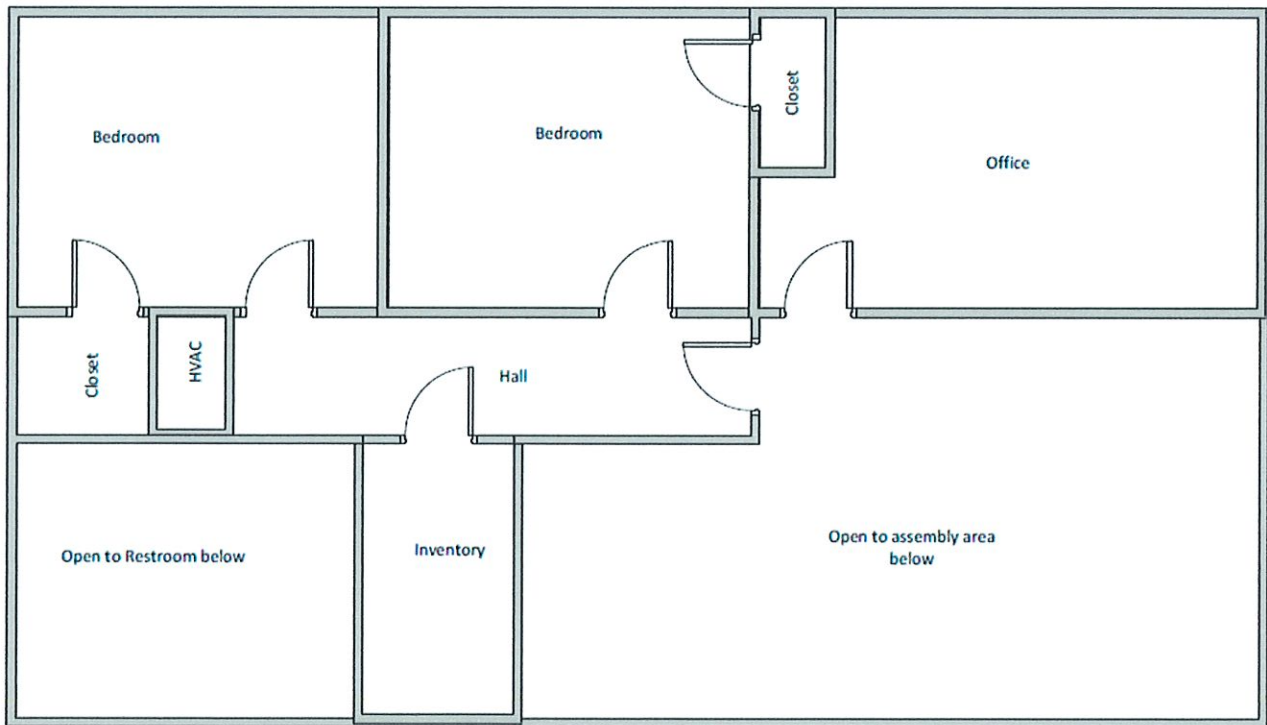


Figure 6: Floor Plan - Second Floor

## 11. Site Information

### 11.1. Survey

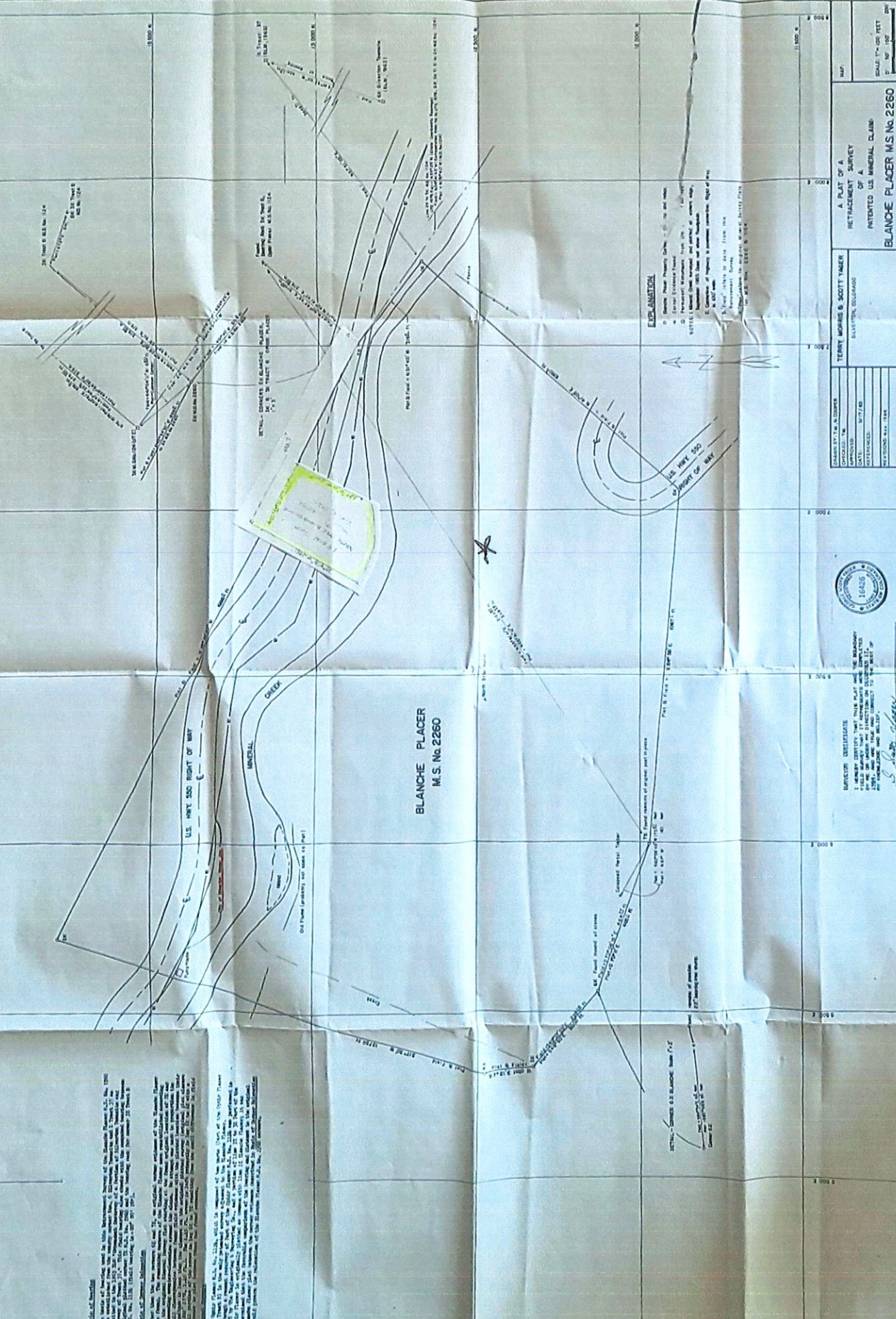
Survey Photo

**Notice of Rejection**

The Office of Reclamation has rejected the application for a patent on the right of way shown on the attached plan, No. 2260, for the purpose of a right of way for the proposed highway through the public lands of the United States. The rejection is based on the fact that the proposed right of way is not a public use and is not in the public interest. The proposed right of way is a private use and is not in the public interest. The proposed right of way is a private use and is not in the public interest.

The right of way shown on the attached plan, No. 2260, is a private use and is not in the public interest. The proposed right of way is a private use and is not in the public interest. The proposed right of way is a private use and is not in the public interest.

**BLANCHE PLACER  
M.S. No. 2260**



**EXPLANATION**

- 1. Survey Lines
- 2. Corner
- 3. Survey Station
- 4. Survey Station
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- 75. Survey Station
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- 94. Survey Station
- 95. Survey Station
- 96. Survey Station
- 97. Survey Station
- 98. Survey Station
- 99. Survey Station
- 100. Survey Station



**SURVEY IDENTIFICATION**

FIELD NUMBER: 16225  
 DATE: 10/1/50  
 LOCATION: BLANCHE PLACER, CALIFORNIA  
 PROJECT: U.S. HWY 500 RIGHT OF WAY  
 SURVEYOR: TERRY MORSE & SCOTT YAGER  
 ASSISTANT SURVEYOR: [Name]

DESIGNED BY: T. A. CORPUS	<b>TERRY MORSE &amp; SCOTT YAGER</b> SURVEYING COLLEGE	<b>A PLAT OF A          RETRACEMENT SURVEY          OF A          PATENTED U.S. MINERAL CLAIM          BLANCHE PLACER M.S. No. 2260</b>	MAP SCALE: 1" = 40 FEET 1" = 125 METERS
APPROVED: [Signature]			
DATE: 10/1/50			
REFERENCE: [Text]			



11.2. Site Plan

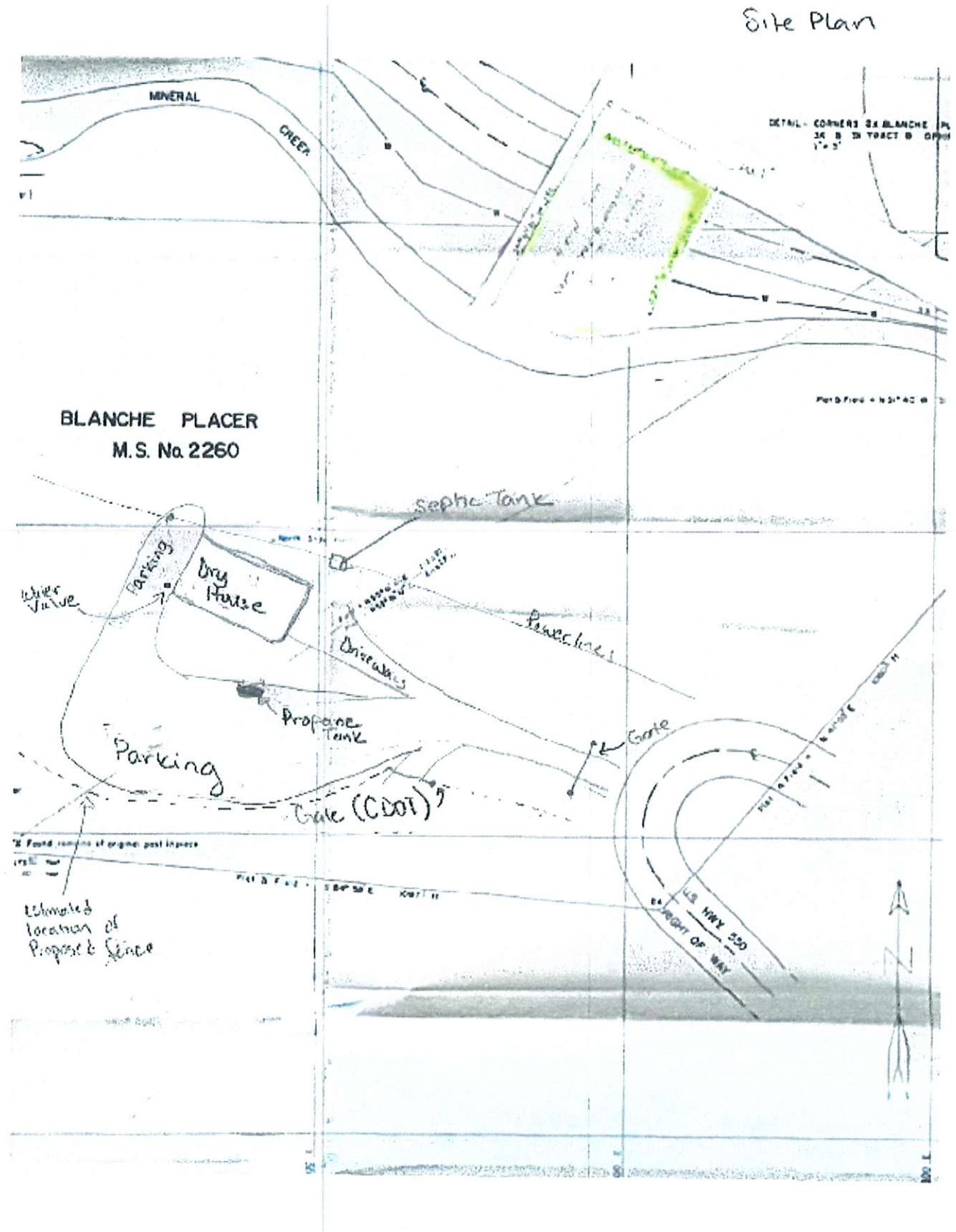


Figure 7: Site Plan



Figure 8: Google Earth image of area used for Site Plan

### 11.3. CDOT Access Permit

Several unsuccessful attempts were made over several weeks to contact the CDOT representative responsible for supplying a copy of the access permit for the driveway leading to the Dry House. A case was created through CDOT's online help system and is still open.

### 11.4. Visibility of the Facility from US 550

The Dry House can be seen from two locations on US 550:

1. Mile marker 69.7
2. Mile Marker 71



Figure 9: View from mile marker 69.7

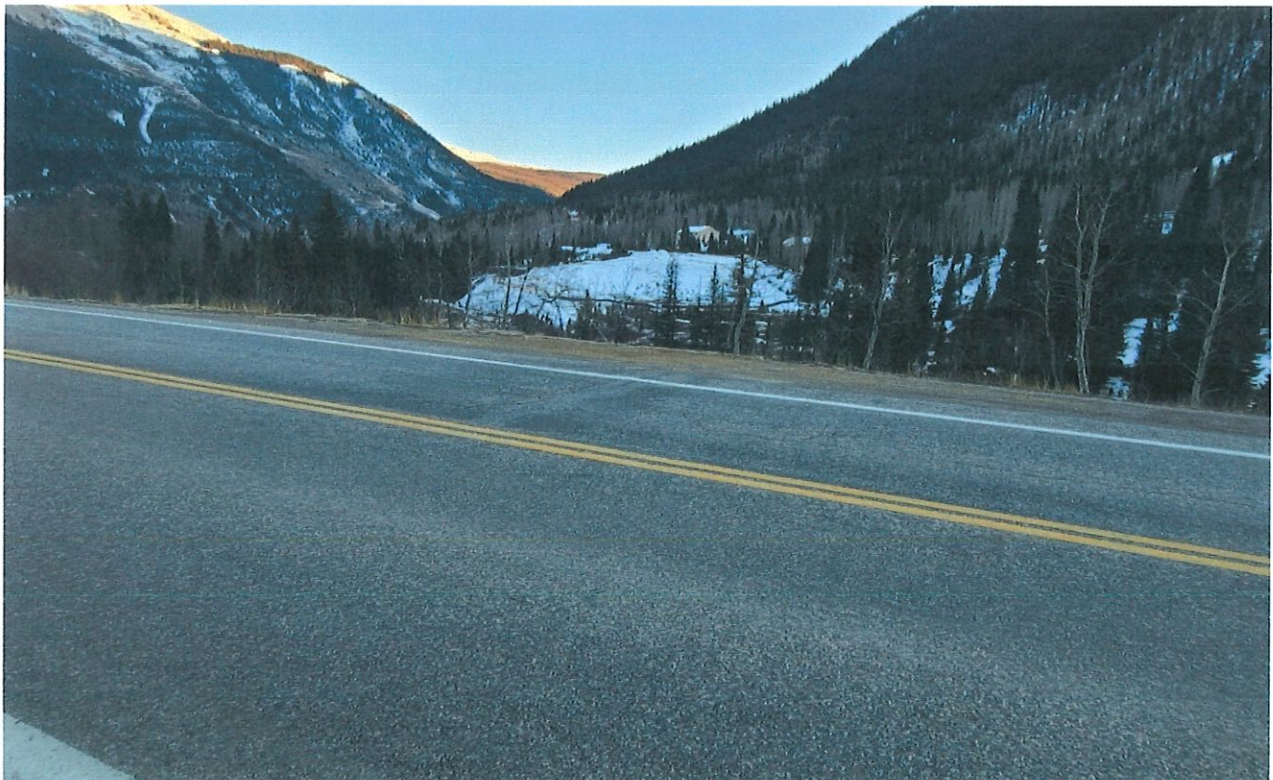


Figure 10 View from Mile Marker 71

## 11.5. Views From Existing Facility



*Figure 11: Southeast view from facility*



*Figure 12: Northeast view from facility*

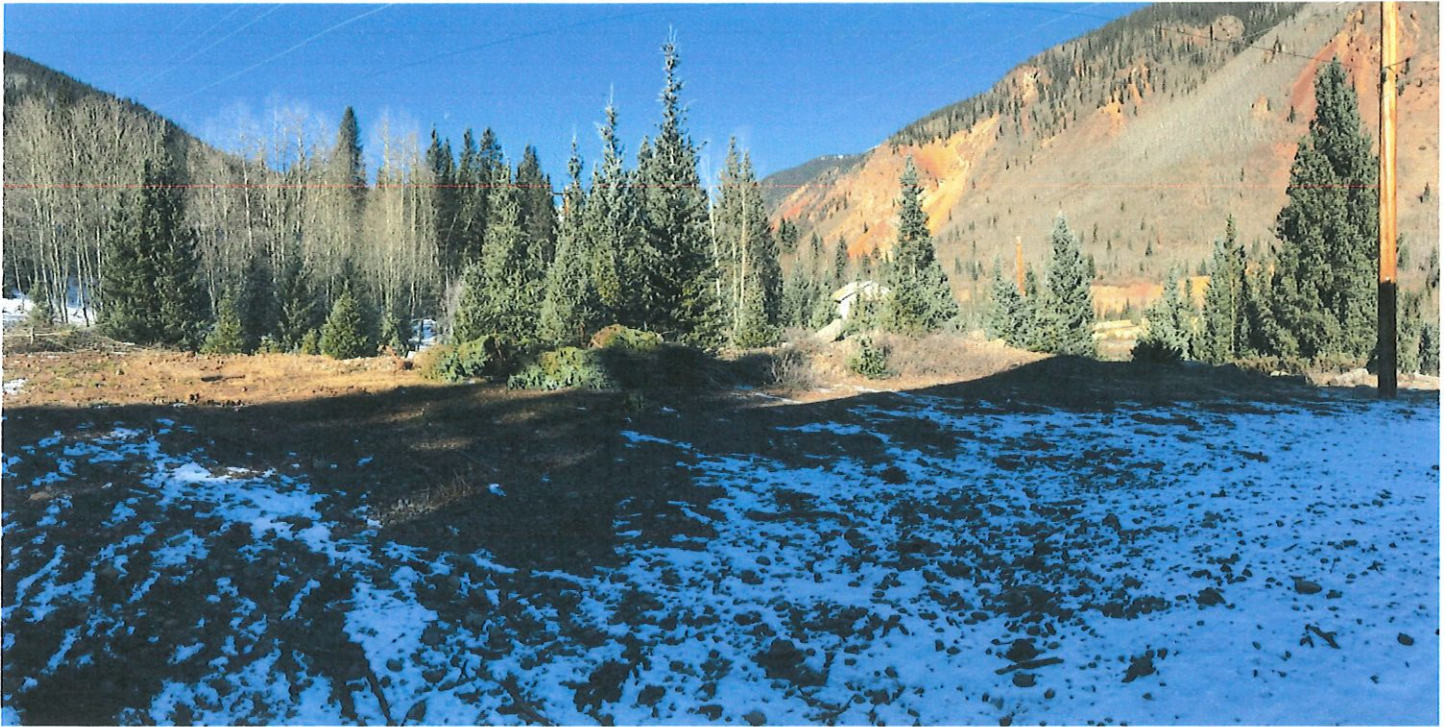


Figure 13: Northwest view from facility

### 11.6. Utilities, Lighting and Driveways

The building is presently serviced with power from San Miguel Power Association

Full cell phone signal is available at the facility. A phone line is also hardwired into the facility, this line has not been tested and the applicants do not intend to use it at this time.

The entrance to the driveway to the building can be accessed from US 550. Ample parking exists in the large parking lot South of the facility, a small parking area also exists on the West at the main entrance. Use of the large parking lot is shared with CDOT, the small parking lot is exclusive to the Dry House Tenants.

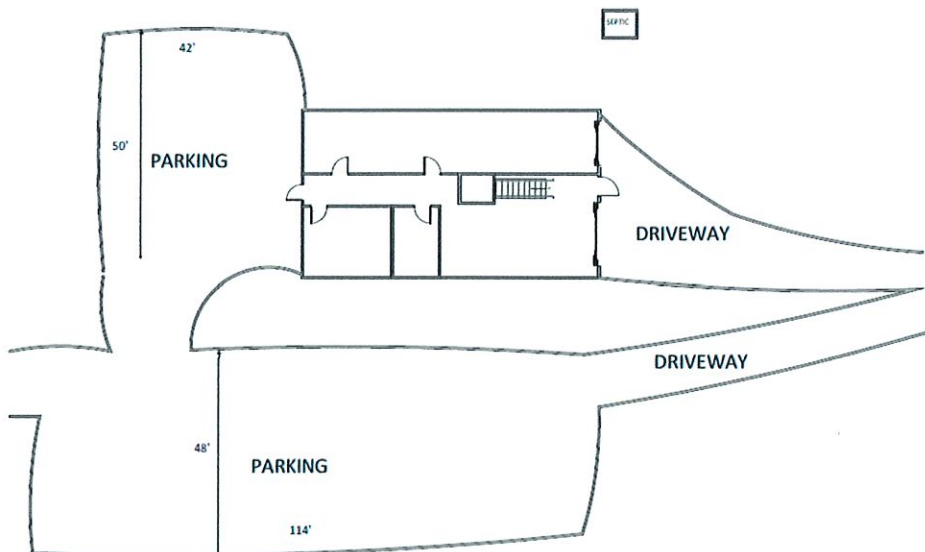


Figure 14: Parking and driveway layout

Three existing exterior lights are installed on the building. One at the back entrance, another at the front entrance, and one at the Northern side of the building.



*Figure 15 :Southeast facing light*



*Figure 16: Northeast facing light*



Figure 17: Northwest facing light

## 11.7. Location of Proposed Improvements

All proposed improvements are located inside the facility except for the septic tank and driveway improvements. The location of the septic tank is located on the site plan. The septic tank will be brought up to 2021 specifications and the driveway will be graded to allow for snow removal.

## 11.8. Evidence of Sewage Disposal

### 11.8.1. Overview:

An Onsite Wastewater Treatment System (OWTS) was permitted and built for the facility in 1986. No record of inspection of this system could be located. Completion of the inspection was arranged through a Change of Use Permit as instructed by San Juan Basin Public Health. This permit is currently under review.

From: Brian Devine <[BDevine@sibpublichealth.org](mailto:BDevine@sibpublichealth.org)>  
Sent: Thursday, November 04, 2021 3:39 PM  
To: Lisa Adair <[ladair@silverton.co.us](mailto:ladair@silverton.co.us)>; Nicolette Iron Shell <[nironshell@sibpublichealth.org](mailto:nironshell@sibpublichealth.org)>  
Subject: RE: SJBH Permit 1986-5

Hi Lisa! We actually located this permit in our own database – you can find the full record, such as it is, at WWP1986-0055 (“S” for “San Juan”). It was located by searching the term “Sultan” as nobody knew who the owner-applicant in 1986 would have been. Amazing that we were able to find it at all.

The situation as we understand it is a perfect fit for a Change of Use Permit from SJBPH. This is a permit to switch from whatever use was already permitted (dry house) to whatever is proposed (factory and employee housing), WITHOUT expansion. Engineer analysis on the basis of design flows from Reg 43 and soil characteristics demonstrates that the proposed use can be permitted. Since the 1986 permit was never finalized (probably because the mine was shutting down as construction was wrapping up and we were never notified for inspection), the system would have to meet all 2021 standards and sizing requirements for the proposed use. New soils analysis is therefore most likely required unless there is some older documentation in Wayne Dale’s files.

Once that COU permit is finalized, it would act just like a new construction permit for purposes of land use permitting, certificate of occupancy, etc. At least from our point of view.

Hope this helps!

Brian Devine, MS  
Environmental Health Director  
970-335-2030  
SAN JUAN BASIN  
public health

The septic system will be upgraded to 2021 specifications by Maisel Construction under the advice Dudley Ashwood, an independent Civil Engineering professional with a PE license who performed the inspection for the change of use permit.

Dudley Ashwood inspected the system on 11/29/2021. He confirmed the system was installed as per the original permit specifications and prepared a report for San Juan Basin Public Health to process the Change of Use Permit for the Septic System. At 2021 specifications the wastewater system is rated for 10 commercial employees @ 20 gal/day and two bedrooms containing 4 residents maximum @ 75gal/day. Total wastewater capacity is rated for at least 500 gal/day. These specifications are within the operating needs of Sasquatch Campers, LLC. A memo from Mr. Ashwood is provided.

[Insert Memo from Dudley Ashwood P.E]



11.8.2. Onsite Wastewater Treatment System (OWTS) permit

1986

PERMIT # 5

SAN JUAN BASIN HEALTH UNIT  
DURANGO, COLORADO

3803 No. Main Ave.

P. O. BOX 140  
81301

TELEPHONE 247-5702  
247-5703  
247-5704

APPLICATION AND PERMIT TO INSTALL, CONSTRUCT, ALTER OR REPAIR INDIVIDUAL SEWAGE SYSTEM

PERMIT EXPIRES 120 DAYS FROM ISSUANCE

OWNER OR SPONSOR: SULTAN MNT. MINE  
MAILING ADDRESS: P.O. BOX 840 SILVERTON 81433 PHONE # 387-5592  
ADDRESS OF SITE: NORTH STAR MINE. (AT THE BIG BEND INTO SILVERTON)

GENERAL INFORMATION:

1. Living units CHANGEHOUSE FOR 40 PERSONS
2. Number of bedrooms N/A
3. Number of bathrooms N/A (30g per person/day)
4. Automatic dishwasher N/A
5. Automatic laundry N/A
6. Garbage disposal N/A
7. Water softner N/A
8. Lot size 25 ACRES ±
9. Water supply BELCHER CREEK LINE 7 100' FROM FIELD
10. Percolation rate 1" / 30 MIN (SUNDAY ENG.)
11. Soil profile GRAVEL SAND MIXED C VARIO SIZED COBBLES
12. Bedrock depth OK
13. Water table depth OK

SEPTIC TANK:

Liquid capacity 1500 GAL Mat. CONCRETE

EXTENDED AERATION:

1. Capacity
2. Final treatment:
  - a. ~~subsurface discharge~~
  - b. ~~surface discharge~~

SUBSURFACE DISPOSAL:

Bed 1315 ft<sup>2</sup> Lines 4 Length 55 ft.  
Width 24 ft. Depth 4 ft Cover OK

LAGOON:

Bottom size OK  
Slopes OK Lining OK

COMMENTS:

- I. LEAK FIELD WILL BE EXCAVATED TO A TOTAL DEPTH OF 5 FT. 12 INCHES OF WASHED ROCK WILL BE PLACED IN THE BOTTOM. THERE WILL BE 4 LINES IN A CLOSED LOOP. BACKFILL WITH NATIVE SOILS.
  - II. MOUND THE BACKFILL: CUT A SWALE ON THE UPHILL SIDE OF THE FIELD TO DIRECT RUNOFF
  - III. THE SOILS MUST BE DRY BEFORE EXCAVATION CAN BEGIN. USE A TENT OVER SITE: HEATERS TO DRY SOILS.
  - IV. IN THE SPRING, A GRINDER: LIFT STATION WILL BE ADDED TO THE SYSTEM TO HANDLE WASTE FROM THE MINE. THIS IS CALCULATED INTO THE TOTAL SYSTEM CAPACITY.
- II. SJBHU WILL WANT TO INSPECT PRIOR TO BACKFILL.

AGREEMENT:

This system will be constructed in accordance with the above specifications and regulations governing individual sewage disposal systems of the San Juan Basin Health Dept.

DATE: 1/24/86 APPLICANT: [Signature]

The plans and specifications as shown are approved, pending payment of fee.

INSTALLED BY: FERGUSON SANITARIAN [Signature]

PERMIT FEE: \$ 140<sup>00</sup> RECEIVED BY B.W. CLK #10288 (FERG.) DATE: 1/23/86

A FINAL INSPECTION IS REQUIRED

Location of tank \_\_\_\_\_

The above system has been inspected and found to comply with the plan and description.

SANITARIAN: \_\_\_\_\_ DATE: \_\_\_\_\_

### 11.8.3. Clearance From SJBPH of Professionally Engineered Individual Sewage Disposal System

A Change of Use Permit was submitted to San Juan Basin Public Health and is currently under review. The applicants request a conditional approval of the Land Use Change Application, pending clearance from SJBH.

## 11.9. Water Supply Information

### 11.9.1. Overview

An Engineered water supply, with shut off valve was installed when the facility was built. The water source is located on the Blanche Placer, the source is Belcher Creek. San Juan Basin Public health tested the water on 11/29/2021 and the results came back with no bacteria present. No permit exists for the water source, however no evidence could be found that a permit was required by San Juan County at the time of construction.

### 11.9.2. Bacteriology Results from San Juan Basin Public Health

San Juan Basin Public Health 281 Sawyer Drive, Suite 300 Durango, CO 81303 (970) 335-2039		<b>WATER BACTERIOLOGY</b>		Fee Stamp <b>PAID</b>	
<b>SAMPLE INFORMATION:</b> PWSID NUMBER C O 0		<input type="checkbox"/> COMMUNITY <input type="checkbox"/> NON-COMMUNITY <input type="checkbox"/> PRIVATE <input type="checkbox"/> ROUTINE <input type="checkbox"/> RAW <input type="checkbox"/> REPEAT FOR THE MONTH OF <input type="checkbox"/> SPECIAL PURPOSE <input type="checkbox"/> FINISHED		DATE   TIME   BY COLLECTED 11/28/21 8:00 AM RELINQUISHED	
SYSTEM 69716 US 650		CHLORINE RESIDUAL <input type="checkbox"/> FREE <input type="checkbox"/> TOTAL Silverton		<b>RESULTS: SEE REVERSE FOR EXPLANATION</b>	
SAMPLE SITE ADDRESS		CITY		COUNTY San Juan	
RESULTS SENT TO: Kass@SasquatchCampers.com		(SAMPLE MAY NOT BE TESTED IF ALL INFORMATION IS NOT PROVIDED AND LEGIBLE)		TOTAL COLIFORM <input type="checkbox"/> PRESENT <input checked="" type="checkbox"/> ABSENT   per 100ml E. COLI <input type="checkbox"/> PRESENT <input checked="" type="checkbox"/> ABSENT   per 100ml	
EMAIL Kass Kremer		NAME 241 K. Fox Ln		ADDRESS Durango, CO 81303	
CITY / STATE / ZIP		TEST ORDERED <input type="checkbox"/> QUANTI-TRAY <input checked="" type="checkbox"/> STD BACT. (400) 366-0632		LAB PROCEDURE   STD. MTH   20th ED   9223C <input checked="" type="checkbox"/> Collert-18 <input type="checkbox"/> Collert-24 <input type="checkbox"/> Collsure-24 48	
BILL TO:		NAME ON ACCT		PHONE NUMBER	
				ANALYST RW	

## 11.10. Historic Features

The North Star Mill and Mine are located to the North and East, respectively. These historic structures are located outside the bounds of the lease agreement and will not be impacted by this project.

## 12. Workforce and Employee Housing Information

### 12.1. Introduction

The applicants are requesting that two of the upstairs rooms be approved to house employees. These rooms will be considered transitional while the employee looks for housing in the area.

### 12.2. Health Safety and Welfare

#### 12.2.1. Entrance Gate

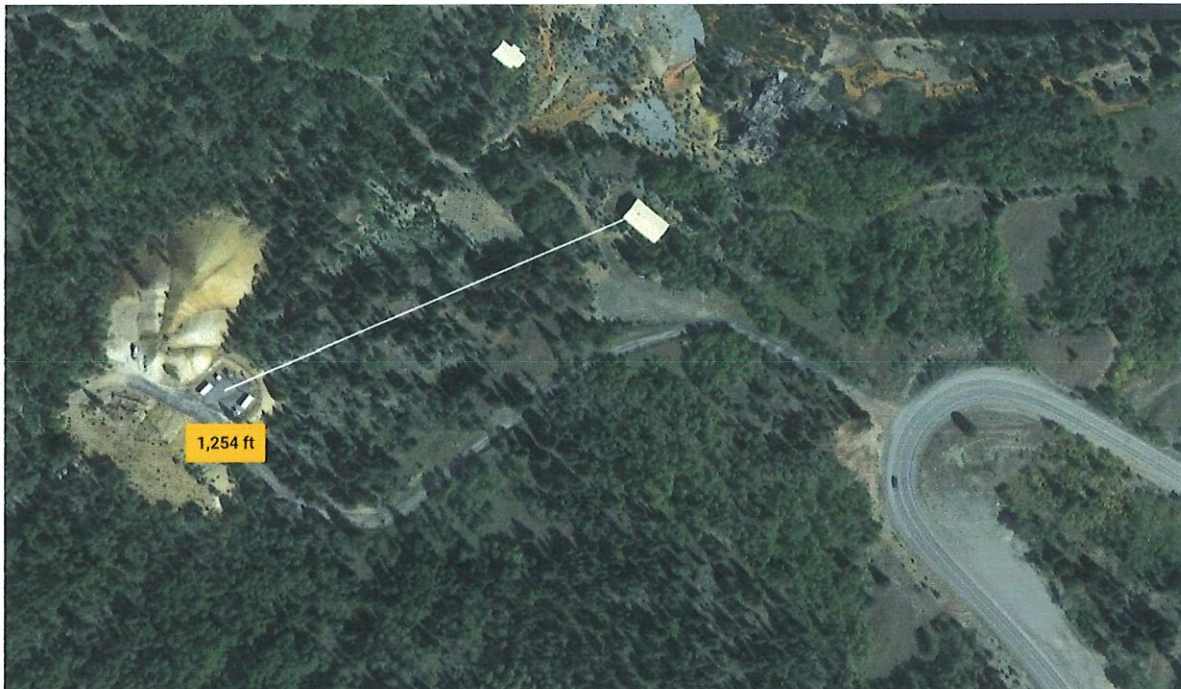
The EPA is actively working on the Blanche Placer to the Northwest of the Dry House. The Owners of Sasquatch Campers, the Managing Partners of Sultan Mountain LLC, and Kerry Guy have been actively communicating to ensure both the EPA and Sasquatch Campers projects can co-exist safely. During this time, the entrance gate will be kept shut, and locked, unless actively entering and exiting the property.

Once the EPA project is complete, the entrance gate will be kept open during Sasquatch Campers operating hours and locked otherwise. During non-operating hours the gate will only be opened while employees are actively entering or exiting the premises. The gate will be secured using a combination lock. The combination will be given to all employees as well as CDOT and EMS Teams to allow for quick entrance in the event of an emergency.

### 12.2.2. CDOT Avalanche Mitigation

#### 12.2.2.1. Overview

The Blanche Placer contains the storage facilities for tools and equipment used for Highway Avalanche Mitigation. It is managed by CDOT and access to the facility is restricted. CDOT does not provide details on the facilities contents, location or security. Using Google Earth, the applicants estimate the facility is about 1,250 ft away from the Dry House.



#### 12.2.2.2. Risk Mitigation

The applicant spoke with Clint Rhoades with CDOT. He was able to share some of the risk mitigation measures in place to prevent injury to occupants of the Dry House. The notes from the conversation are as follows:

- CDOT is constructing a fence to restrict access to their facility from employees, visitors, and occupants to the Dry House facility. The gate will be kept lock and the key will not be shared. Construction of the gate has already been completed.
- The risk for explosion is extremely low. Multiple safety measures are in place to further mitigate this risk to an acceptable level.
- The storage facilities are made of steel and designed to withstand four forest fires.
- A large berm has been installed around the facility.
- Multiple measures are in place to prevent non-authorized access, including multiple locked gates and fencing.

A managing member of the Blanche Placer also notified the applicant that the avalanche mitigation facility was built while he was managing member of the property and was told it was designed to direct the blast away from the Dry House in the event of an unintended discharge.

### 12.2.3. Fire Hazard Mitigation

Manufacturing processes will only be completed by production employees on the main floor of the facility. This area will be split into three work areas:

- Material Processing
- Fabrication
- Assembly

Fire doors and 5/8" drywall are present on the main floor. Smoke detectors and fire extinguishers will be installed in each work area prior to operating.

Few flammable materials will be used for production. Acetone and spray paint are the only flammable liquids used at the time of submitting this application. These materials are kept in containers one gallon or less in volume; they will only be present in the facility when used, and kept secured outside when not in use.

### 12.2.4. Heat Sources

The main assembly area of the Dry House is heated using two propane commercial shop heaters. The upstairs is heated with a propane forced air heater.

### 12.2.5. Lead Paint & Asbestos

No evidence of lead paint or asbestos was used in the construction of the facility exist. The upstairs rooms have never been painted. The main floor rooms were completed in 1986, eight years after the use of lead paint was banned. The applicants plan to repaint the interior of facility; this will further mitigate the risk if lead paint is present.

## 13. Geohazards

### 13.1. Summary

The site plan for the Dry House was overlaid onto the County Geohazards Map. This overlay is included in the application for your review. According to the County Geohazards map, the Dry House appears to be in the area of "df" representing colluvial debris fan. A Google Earth screenshot is also included to with the application to illustrate the major geological impact of the debris fan occurs downhill from the Dry House facility.

### 13.2. Geohazards Map



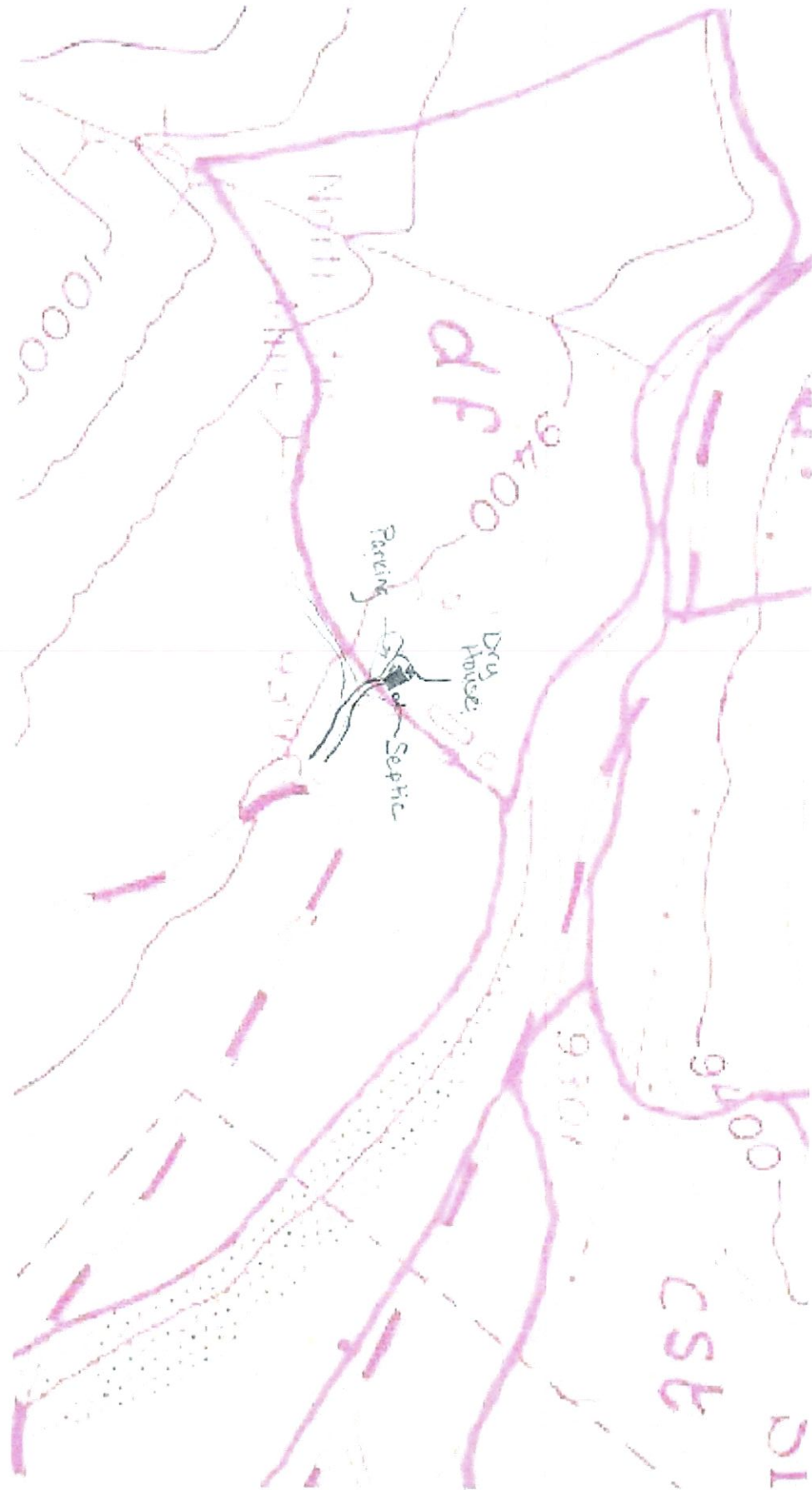


Figure 18: Site plan overlaid on Geohazard map



Figure 19: Google Image of site location

## 14. Avalanche Hazards

### 14.1. Summary

The site map was overlaid onto the avalanche map obtained from Town Hall. The site location is outside of an avalanche slide path and hazard area.

14.2. Avalanche map

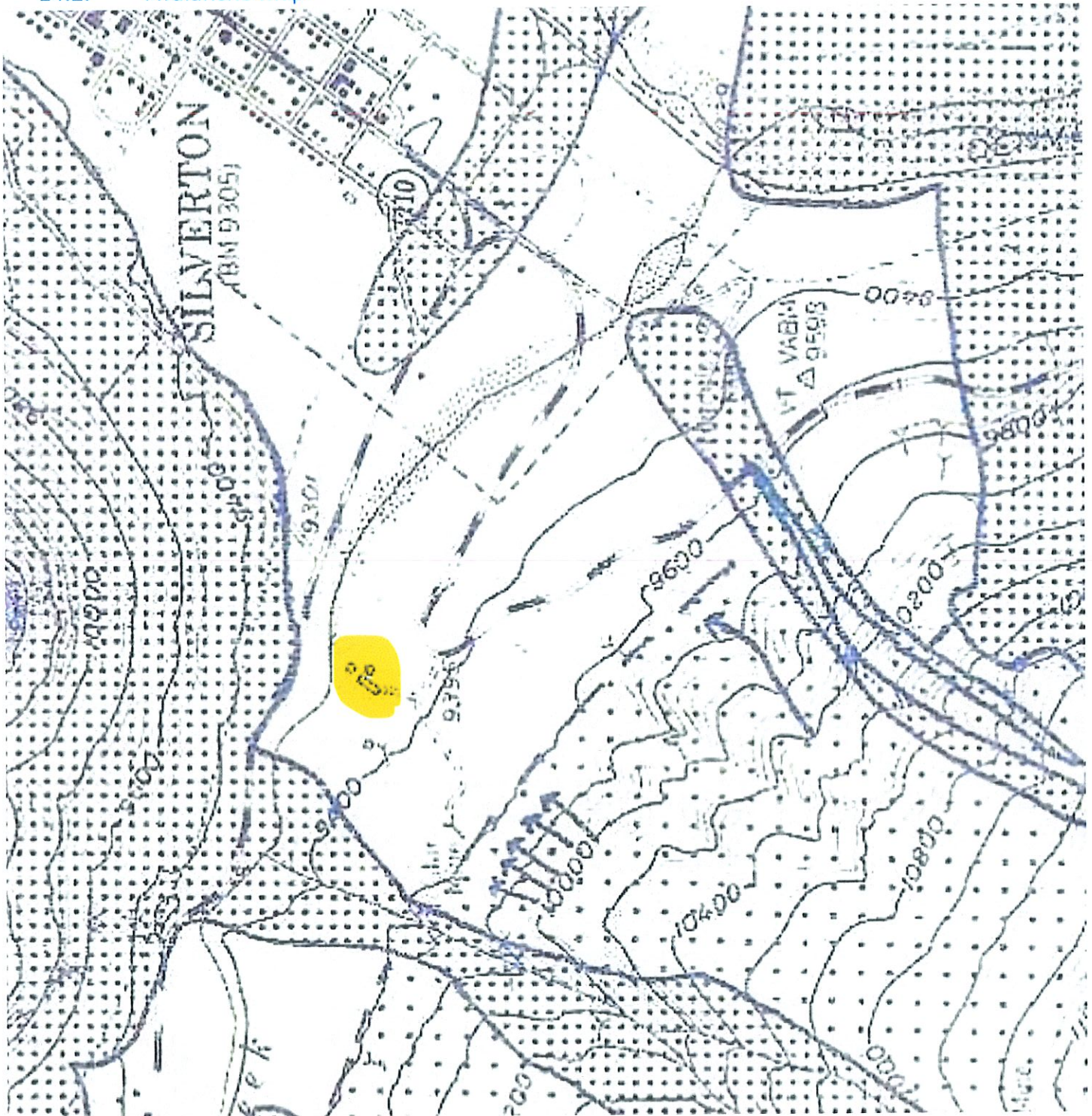


Figure 20: Avalanche map with site location highlighted





# 15. Proof of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2021

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).

<b>PRODUCER</b> Ben Frihauf Insurance Agency 1315 Main Ave. Ste. 105 Durango CO 81301	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>970-247-1292</b>	FAX (A/C, No): <b>970-385-7615</b>
	E-MAIL ADDRESS: <b>bfrihauf@farmersagent.com</b>	
<b>INSURED</b> Sasquatch Campers, LLC 69715 Hwy 550 Silverton CO 81433		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Crum &amp; Forster Specialty Insurance Company</b> 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
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <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:			BAK-86764-1	10/14/2021	10/14/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
<input type="checkbox"/>	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE      OTH-ER 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)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> 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  <p style="text-align: center;">Ben Frihauf</p>
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ACORD 25 (2016/03)

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## 16. Lease Agreement

## COMMERCIAL LEASE AGREEMENT

THIS LEASE is made and entered into this 1st day of September, 2021, by and between Sultan Mountain, LLC, a Texas Limited Liability Company, whose address is P.O. Box 6435, Corpus Christi, TX 78466 (hereinafter Lessor) and Sasquatch Campers, LLC, a Colorado Limited Liability Company, whose address is P.O. Box 654, Silverton, CO 81433 (hereinafter Lessee);

### WITNESSETH:

Lessor owns real property and improvements situate thereon which are located within San Juan County, Colorado known as the Blanche Placer claim, U.S.M.S. 2260, Animas Mining District, San Juan County, State of Colorado consisting of 63.59 acres, more or less. A structure is located within the boundaries of said placer claim which is known as the "Dry House". It is understood that this lease agreement will be to the "Dry House" structure and the adjacent property as specified below, together with access thereto as set forth herein. This Lease Agreement does not include the balance of the Blanche Placer claim. Access to the Blanche Placer claim by the EPA, CDOT and any other governmental entity or contractor shall not be limited by Lessee in any way except to the premises which are being leased under this Agreement and as such may be agreed upon by future agreement of Lessor and Lessee.

In order to allow the Lessee to occupy the leased premises, and in order to assure that Lessor will be provided with security for the interest which it will retain in the property until such time as Lessee has fulfilled their obligations under the agreement, Lessor and Lessee hereby covenant and agree as follows:

**1. LEASE.** Lessor hereby leases to Lessee, and Lessee hereby leases and takes from Lessor the structure known as the "Dry House", located on the Blanche Placer claim, together with the non-exclusive limited use of the existing road from U.S. Hwy. 550 to the "Dry House", together with the non-exclusive daily use of the parking lot beyond the "Dry House", and together with an open area adjacent to the "Dry House" approximately 250 feet by 250 feet in area as generally shown on the site plan attached hereto as Exhibit A and by this reference made a part hereof (the "Premises"). It is understood by the parties hereto that remediation and reclamation activities are being conducted upon the Blanche Placer by EPA and its contractors and that this Lease in no way allows Lessee to impede or interfere with these activities; and that access to EPA and its contractors for such purposes must be permitted by Lessee at all times.

**2. TERM AND RENTAL.** The lease term shall commence on September 1, 2021 through October 31, 2024, inclusive, (thirty-eight (38) months) unless the lease term shall be sooner terminated as set forth herein. The total rent to be paid for the premises is the sum of \$61,400.00. A reduced rental payment in the amount of One hundred Dollars (\$100.00) per month for the months of September 2021 and October 2021 has been paid by Lessee to Lessor on execution of this lease in order to allow the Lessee to completely clean out the "Dry House", get all utilities operational, and obtain any required county permits. After the initial two month period, rent shall be payable at the rate of \$1,700.00 per month, commencing on November 1, 2021, and payable on the first day of each month thereafter. Rent installments shall be payable in advance and shall be paid at the office of the

**PAGE TWO**  
**COMMERCIAL LEASE AGREEMENT**

Lessor at P.O. Box 6435, Corpus Christi, TX 78466 or such other place as Lessor may designate in writing. A late charge of 5% of any monthly payment not timely made shall be assessed for any payment not received by Lessor within five (5) days of the date such payment was due.

**3. SECURITY DEPOSIT, FIRST AND LAST MONTH'S RENT.** On execution of this Lease, Lessee deposits with Lessor the sum of \$3,900.00, receipt of which is hereby acknowledged by Lessor, as security for the faithful performance by Lessee of the terms of this lease. This sum is broken down as follows: \$100.00 September, 2021 rent; \$100.00 October, 2021 rent; \$1,700.00 last month's rent; and \$2,000.00 security deposit. Lessee shall return the premises to Lessor in good and acceptable condition, normal wear and tear excluded, and shall remain up to date on Lessee's payment obligations hereunder. In the event that actual cause should exist for retaining any portion of the security deposit upon surrender and acceptance of the premises, Lessor shall provide Lessee with a written statement listing the exact reasons for the retention of any portion of the security deposit in compliance with C.R.S. 38-12-103. Said statement shall be delivered by Lessors to Lessee not later than sixty (60) days after the termination of this lease, or surrender and acceptance of the premises, whichever occurs last. It is anticipated that significant alterations to the "Dry House" are going to be made in order for Lessee to enter into its manufacturing business on the site. Photographs shall be taken by the Lessee of the "Dry House" and its surroundings upon commencement of this lease and upon completion of the alterations and improvements contemplated in this Agreement. Copies of such photographs shall be provided to Lessor for its records.

**4. CONDITION OF UTILITIES, COUNTY PERMITTING, LESSEE'S OPTION TO TERMINATE.** Lessee covenants and agrees that it will immediately begin work to determine the suitability of water and propane service to the leased premises. Lessee will also immediately submit an application to San Juan County, Colorado for a land use permit to allow its occupation and use of the premises for its intended purposes. Having exercised due diligence in its efforts to obtain a permit and in accordance with the terms of "Exhibit B" hereunder, if Lessee is unable to obtain a permit which allows for its intended use from the County on or before December 31, 2021, this lease may be terminated by Lessee at its sole option, and, upon such termination, it will no longer be responsible for future monthly payments under this lease. Lessor shall retain all lease payments previously made as its sole liquidated damages.

In the event that water and/or propane service to the leased premises fails at no fault of the Lessee and cannot be repaired or replaced as set forth herein, Lessee shall also have the right to terminate this lease at its sole option. In the event that repairs or replacement of utilities can be effected at a cost of less than \$2,000.00, Lessee shall bear this expense and the lease will continue according to its terms. If the cost of repairs or replacement of utility service exceeds the sum of \$2,000.00, Lessor may agree to bear the excess expense as long as such expense is reasonable and this lease will continue according to its terms. If Lessor should determine, at its sole option, that it will not, or cannot, bear the additional expense, this lease will immediately terminate and Lessor will refund to Lessee its last month's rent and security deposit if already paid. This will be Lessee and Lessor's sole remedy under this section and no cause of action for breach of this lease may be alleged

**PAGE THREE**  
**COMMERCIAL LEASE AGREEMENT**

by either party hereto for alleged damages based upon utility service issues.

**5. USE.**

5.1 The Premises shall be used and occupied solely for the construction of camper trailers on the lower level, and for proposed workforce housing in the upstairs section of the "Dry House". In the event that Lessee should propose to add additional uses for its business during the lease term, Lessee shall first obtain written approval from Lessor and San Juan County for any such additional uses.

5.2 The Premises have not yet been approved for the proposed use. Lessee anticipates applying for permission for its proposed use from San Juan County as soon as this lease has been executed by the parties. The costs of such application, and any further acts required to obtain a county permit for its operations, shall be the sole responsibility of Lessee. Lessor shall execute all reasonably necessary documents to facilitate the application and permitting process.

5.3 To the best of Lessor's knowledge, Lessor represents to Lessee that the Premises, in its existing state, but without regard to the uses for which Lessee contemplates using the Premises, does not violate any applicable building code, regulation or ordinance at the time this Lease is executed. Lessee shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance.

5.4 **LICENSES AND PERMITS.** In the use and occupation of the Premises and the conduct of its business therein, Lessee, at its sole cost and expense, shall be responsible for obtaining and keeping in effect any required licenses and permits required in connection with Lessee's use of the Premises and shall provide copies of the same to Lessor upon written request to do so.

**6. NOT ASSIGNABLE, NO SUBLETTING OF PREMISES.** This agreement may not be assigned by Lessee, and the premises leased hereunder may not be sublet nor shall the Lessee permit occupancy by any person other than Lessee of all or any portion of the Premises without Lessor's prior written consent having been first obtained which consent shall not be unreasonably withheld. No assignment for the benefit of creditors or by operation of law shall be effective to transfer any rights to the said assignees without the prior written consent of Lessor. Cassidy Kremer and Daryl Manger agree to remain personally and individually liable for all obligations of Lessee under this lease regardless of any assignment of their ownership interest hereunder, and agree to maintain ownership and management responsibilities under Sasquatch Campers, LLC and its assigns during the lease term. Except as so restricted, this agreement shall inure to the benefit of the administrators, trustees, successors, heirs, beneficiaries or personal representatives of the parties hereto.

**7. UTILITIES.** Lessees will be responsible to pay all utility costs, including water, sewer, heating, electricity, propane, telephone, internet and any other fees or charges associated with the

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**COMMERCIAL LEASE AGREEMENT**

Premises from the date of September 1, 2021 forward. Said charges will be paid when due and Lessee shall not allow any lien to be placed against the Premises for the nonpayment of the same. There is a waterline from Bear Creek to the "Dry House". Lessor makes no representation as to the present condition of said waterline, or any representation of the potability of said water, or its suitability for Lessee's purposes. Lessee will be solely responsible for the maintenance of the waterline and sewer system servicing the Premises during the lease term and for the cost of any repairs thereto.

At this time the heating system to the premises is propane gas. Lessee shall be responsible to pay all costs associated therewith as well as for any costs involving the propane tank, except as set forth under paragraph 4. above.

The electrical service to the Premises is currently in the name of the Colorado Department of Transportation (CDOT). Lessee shall be responsible for all negotiations with CDOT, including payment of any costs associated with obtaining a separate service meter on the premises, or to make arrangements with CDOT for electrical service. Lessee's electrical service will be in its name, and Lessee will make all deposits, service charges, and monthly expenses associated with such service.

**8. QUIET ENJOYMENT.** Subject to the right of any lender of record, Lessor covenants that on paying the rent and performing the covenants herein contained that Lessee shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term as against any person claiming the same by, through or under Lessors.

**9. CONDITION OF THE PREMISES.** The property and any fixtures appurtenant thereto shall be leased in its present condition. The property is being leased "as is" with no warranties of any kind or nature, implied or express, being given as to any contingency which might occur during the lease term. Lessees have had ample opportunity to inspect the Premises and accept them in their present condition except as set forth in paragraph 4. above.

Lessee waives any and all claims for injury resulting from the condition of the Premises and indemnifies Lessor from any and all claims for damages from third parties for injuries resulting from the condition of the Premises.

Except as set forth in paragraph 4. above, and subject to the limitations and agreements of the parties as set forth in "Exhibit B" as incorporated herein and as further delineated in paragraph 12. below, Lessee shall make any repairs which are needed to render the Premises suitable for its needs and shall be responsible for all necessary repairs to the Premises during the lease term. At the end of this lease, or upon its sooner termination for cause, Lessee shall return the Premises to Lessor in good and serviceable condition, normal wear and tear excluded.

**10. DAMAGE OR DESTRUCTION TO OR OF LEASED PREMISES DURING THE LEASE TERM.** In the event that the Premises should be damaged by fire or other casualty, Lessor shall promptly restore the Premises as nearly as possible to its condition prior to such damage. All

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**COMMERCIAL LEASE AGREEMENT**

insurance proceeds received by the Lessor under its insurance policies will be applied by the Lessor to the payment of such restoration costs. Provided, however, that if the Premises are completely destroyed, or so damaged by fire or other casualty covered by insurance so as to render it substantially unfit for use by Lessee, and repair or restoration cannot be completed sufficiently to permit normal resumption of Lessee's business operation within six (6) months after the date of damage at a cost not exceeding the combined insurance proceeds recoverable by Lessee and Lessor, then either the Lessee or Lessor may terminate this lease on notice of not less than twenty (20) days from the date that it is determined that the damages are too expensive to complete within that period of time. All rent shall abate as of the date the damage occurs. In the event the Premises are uninhabitable during any month (s) of the lease, rent payments shall be prorated for the term during which the Premises were uninhabitable. Lessor will have no responsibility to restore or rebuild the Premises in the event of any uninsured risk or event; or any event for which the costs to rebuild or restore exceed all insurance proceeds recoverable.

In the event the damage only affects a portion of the Premises, and the Lessee can continue its business operations in the portion of the Premises not so damaged, the rent payable under this Agreement shall be abated proportionally to the degree to which Lessee's use of the Premises is impaired during the period of repair, reconstruction or restoration.

If the Premises are partially destroyed or damaged during the last six (6) months of the lease term, Lessor may at Lessors' option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice of Lessors' election to do so within fifteen (15) days of the occurrence of such damage.

It shall be Lessee's sole responsibility to obtain business interruption insurance in order to cover any losses it may sustain due to damage to, or total destruction of, the Premises during the lease term. Lessor shall bear no liability for any costs to Lessee based on interruption of its business.

Upon any termination of this Agreement under any of the provisions of this Section, the parties shall be released from any further obligation to the other as of the termination date, provided the Lessee and Lessor shall remain liable, each to the other, for any obligations that have accrued as of the termination date and which are unpaid.

**11. INSURANCE AND INDEMNIFICATION.** Lessor will procure and keep in effect during the lease term an insurance policy sufficient to protect its interest in the Premises in an amount equal to the insurable value of the premises not to exceed \$400,000.00 against fire, casualty and other loss. Lessee shall be responsible to procure any renter's policy of insurance in an amount sufficient to fully cover Lessee's improvements, fixtures and personal property in and on the Premises during the lease term and any extensions hereto. Lessor shall have no responsibility to procure insurance to cover Lessee's personal property.

Due to the hazardous nature of Lessee's business, including cutting and welding steel and other



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**COMMERCIAL LEASE AGREEMENT**

materials in the fabrication of its products, Lessee shall store any hazardous or dangerous materials outside the "Dry House" itself in a safe and secure manner, and will exercise due care to ensure that its activities will not unduly increase the risk of fire or other casualty to Lessor's property

Lessee and Lessor agree and covenant that Lessor will pay the premium required to procure its policy of fire, casualty and extended coverage upon the Premises during the lease term in the amount of the insurable value of the premises, not to exceed the sum of \$400,000.00. Lessor and Lessee agree to split this expense on a 50/50 basis whatever the cost turns out to be. Lessee agrees to pay its share of Lessor's insurance payment within thirty (30) days after the date of billing to Lessor by its insurance carrier.

Lessee shall also maintain, at its sole expense, liability insurance, with Lessor named as co-insured under such policy, against claims for death, personal injury and property damage in and about the Premises, in an amount of not less than \$3,000,000.00 for general liability, and \$3,000,000.00 for property damage.

Lessee shall also maintain all necessary insurance coverages regarding its employees during the lease term as the same may be required under the laws of the State of Colorado, including, but not limited to, worker's compensation and unemployment compensation coverages.

Policies of insurance shall be in a form and with an insurer reasonably acceptable to Lessor and shall require at least 15 days written notice to Lessor of termination or material alteration during the Lease term and shall waive any right of subrogation against Lessor and all individuals and entities for whom Lessor is responsible in law. Lessee shall deliver to Lessor true and correct copies of its insurance policies upon the commencement of this Lease and upon any renewal hereof, including evidence satisfactory to Lessor that all premiums therefor have been paid by Lessee.

The Lessee will indemnify the Lessor against any and all losses, damages, or expenses which Lessor may incur as a result of any negligence or wilful misconduct by the Lessee, its agents, guests, family members, employees or contractors; and from any personal injury or property damage occurring on the Premises which is not attributable to the fault of the Lessor; or from any failure of the Lessee to comply with any requirement or order of any governmental agency.

Lessor and Lessee agree to work together to attempt to limit necessary insurance costs and eliminate double coverage as much as possible for the benefit of both parties.

**12. ALTERATIONS AND IMPROVEMENTS, REVERSION TO LESSOR.** In the event of abandonment of the Premises by the Lessee, all improvements, remodels, fixtures and any personal property left on the Premises by the Lessee shall be deemed abandoned and shall become the property of the Lessor. Other than as set forth in Exhibit B attached hereto and made a part hereof by reference, the Lessee shall make no structural changes to the improvements or the Premises without the prior written consent of the Lessor having been first obtained. Such consent shall not be

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**COMMERCIAL LEASE AGREEMENT**

unreasonably withheld. A structural change is hereby defined as any work within or without the improvements which would require the issuance of a building permit therefor.

Exhibit B. Exhibit B attached hereto and made a part hereof by reference represents the Agreement for Clean-Up and Modification of the Dry House which has been agreed upon by Lessee and Lessor. Exhibit B is incorporated into this Lease Agreement in its entirety and must be complied with by Lessee according to its terms. In the event that significant changes are required to the terms of Exhibit B for any reason, Lessor and Lessee agree to negotiate in good faith to allow for such changes to the agreement to occur in order for Lessee to continue and expand its business. Any changes to Exhibit B must be in writing and attached to this Lease in order to be effective.

**13. ACCESS LIMITATIONS.** At this time, a portion of the Blanche Placer is being occupied by CDOT as a munitions dump and CDOT has the non-exclusive right of way to utilize the roadway which exists upon the Premises for its use, and further for its use of the parking area as may be required for CDOT's daily use thereof. Lessee will not interfere with CDOT's rights of access or use during the lease term. Lessee and CDOT shall have the freedom to negotiate for the construction of any barriers or fencing to segregate the munitions dump and any other highway materials from the rest of the leased premises.

The EPA, its contractors and employees, are also actively utilizing the Blanche Placer for the purpose of remediation and reclamation work on or about the North Star mine workings, the North Star mill property and tailings associated therewith. At this time, it is anticipated that EPA's use of the Premises will not exceed eighteen (18) months from the date of execution of this Lease. Notwithstanding this fact, for so long as EPA is performing its activities, the gate at the entrance to the premises from U.S. Hwy. 550 must be kept locked at all times except for the moment when a vehicle is in the process of entering or leaving the Premises. This limitation cannot be altered except upon written agreement of the Lessor being first obtained. It is understood by Lessor and Lessee, however, that if EPA has not completed its work upon the Premises during the contemplated time frame, that Lessor and Lessee will work together in good faith to achieve a reasonable access agreement for all parties utilizing the premises while such work continues.

When EPA has finished its work, Lessor will work with Lessee and CDOT to allow the present gate at U.S. Hwy. 550 to remain open during normal business hours.

**14. MECHANIC'S LIENS AND ENCUMBRANCES.** The Lessee shall not do or suffer anything to be done whereby the leased Premises may be encumbered by any mechanic's, materialman's lien, or any other lien or encumbrance. If any such lien is filed during the lease term, the Lessee will be required to discharge the same, and obtain a release thereof, within thirty (30) days of the date of filing of such a lien. The Lessee agrees that whenever it should enter into any contracts for the alteration, repair, or improvement of the premises, it will insert a contract provision whereby the person or persons with whom such contract is made, shall for himself and any subcontractors expressly waive any right to file a mechanic's or other lien against the Lessor. Notice is hereby given

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that the Lessor will not be liable for any labor or materials furnished or contracted to be furnished to the Lessee upon credit. Lessee shall give Lessor not less than ten (10) days notice prior to any work upon the Premises, and Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Lessee shall, in good faith, contest the validity of such lien, claim or demand, Lessee shall, at its sole expense, defend itself and Lessor against the same and shall pay and satisfy any adverse judgment or award that may be rendered thereon before the enforcement thereof against Lessor or the Premises, upon the condition that, if Lessor shall require, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to such contested claim or demand indemnifying Lessor from liability for the same and holding the Premises free from the effect of such lien or claim. In addition, Lessor may require Lessee to pay Lessor's attorney fees and costs in participating in such an action if Lessor shall determine it is in its best interest to do so.

**15. RIGHT OF INSPECTION.** The Lessor, or its authorized agents, shall have the right at all reasonable times during the lease term, upon three (3) days prior notice, to enter the leased Premises for the purpose of inspection to determine continued compliance with the terms hereof.

**16. ADDITIONAL LESSEE OBLIGATIONS.**

**16.1 NO NUISANCE, NOXIOUS OR OFFENSIVE ACTIVITY.** Lessee covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises nor shall anything be done or kept on the Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance or annoyance to others on adjacent or nearby property. Lessee's proposed use must comply with all County approvals and State regulations.

**16.2 NO UNSIGHTLINESS.** Lessee covenants and agrees that no unsightliness shall be permitted on the Premises which is visible from any adjacent or nearby property. No unsightly conditions, equipment, objects, tools, scrap, objects, refuse, debris, garbage, trash, bulk materials, used automobile or truck parts, waste or other materials shall be allowed to enter upon adjacent properties, and shall not be allowed to accumulate upon the leased Premises unless contained within approved containers or within a fenced enclosed area which is not visible to adjacent properties. No abandoned vehicles shall be allowed on the Premises.

**16.3 ENVIRONMENTAL COMPLIANCE AND INDEMNITY.** Lessee covenants and agrees to conduct its operations and business on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and State law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. 25-15-101 et. seq. and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources or any condition

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**COMMERCIAL LEASE AGREEMENT**

constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance on the Premises or the surrounding property. In the event of non-compliance with this provision, the Lessee agrees, at its sole expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean-up, clean-up related activities, and all other appropriate remedial action. Lessee covenants and agrees to protect, indemnify and hold harmless Lessor from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including without limitation any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees incurred by or asserted against Lessor resulting from Lessee's failure to comply with this Section. Lessor shall have the right to defend itself in any action, suit or proceeding commenced against it as a result of Lessee's violation hereof, with attorneys, and, as necessary, technical consultants chosen by Lessor, and Lessee agrees to pay to Lessor all reasonable attorney fees, consultant fees and other charges in connection therewith incurred by Lessor. The provisions of this Section 16.3 shall survive the termination of this Lease.

**16.4 RESTRICTIONS ON SIGNS.** Lessee covenants and agrees that no signs or advertising devices of any nature shall be erected or maintained on the Premises unless such shall be (i) in compliance with all zoning, building, land use, or other applicable regulations of any governmental body or authority having jurisdiction and (ii) approved in writing by the Lessor.

**17. TAXES.** Lessor shall pay, or cause to be paid, any charges incurred by it relating to real property taxes assessed by the county.

Lessee shall pay prior to delinquency all taxes assessed against its business operations on the leased Premises as well as all personal property taxes assessed against and levied upon its trade fixtures, furnishings, equipment and personal property situate upon or within the leased Premises. When possible, Lessee shall cause such items to be assessed and billed separately from the real property of Lessor. If any of Lessee's trade fixtures, furnishings, equipment and personal property are included within the assessment of Lessor's real property, Lessee shall pay to Lessor the taxes attributable to such property within ten (10) days after receipt of a written statement from Lessor to Lessee specifying such items and the taxes applicable thereto.

**18. MAINTENANCE AND REPAIR.** Once the clean-up and modification of the Premises has been completed as set forth on "Exhibit B", Lessee will maintain the Premises in a clean and habitable condition. Lessor shall not be required to repair any damages to the Premises caused by the negligent or willful act or omission of Lessee, Lessee's agents, contractors, subcontractors, employees, guests or invitees in which event Lessee shall be solely responsible for the repair of such damage.

On or before the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor in broom clean and properly maintained condition.

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**COMMERCIAL LEASE AGREEMENT**

Lessee will be solely responsible for all snow removal required in order to occupy the Premises, including plowing of accessways, parking areas and walkways; and shall also assure that snow loads are removed from the roof before any damage occurs to the "Dry House". Lessee understands that any snow removal and road work on the access roadway currently being performed by CDOT is voluntary in nature and may be discontinued at any time. Lessee will be solely responsible for all road work, road repairs, and snow removal in the event that CDOT discontinues its services to the premises.

**19. STRUCTURAL REPAIRS.** In the event that Lessee should notice a problem which involves the structural integrity of the "Dry House" as of the date it commences its improvements to the same, Lessee shall give prompt notice of such condition to Lessor, and Lessee and Lessor will determine how such repairs should be addressed. Lessor will have no obligation for any structural problems or other expense which may be associated with Lessee's remodeling of the Premises, and Lessee will be required to repair any such problems as they may occur at its sole expense.

**20. LANDLORD'S LIEN.** As security for the payment of rent, damages, and all other payments required to be made by this lease, Lessee hereby grants to Lessor a lien upon all property of Lessee now or subsequently located upon the leased premises. If Lessee abandons or vacates the premises, or is in default regarding any payments required hereunder, or any other lease provision, Lessor may enter upon the leased premises and take possession of all or any portion of Lessee's property and may sell all or any part of such property to the highest bidder for cash, and, on behalf of Lessee, sell and convey all of Lessee's right, title and interest in and to such property. The proceeds of any such sale shall be applied by Lessor toward the reasonable costs and expenses of the sale, including attorney fees, and then toward the payment of all sums owed by the Lessee to the Lessor under the terms of this lease. Any excess remaining funds shall be refunded to Lessee or any other person entitled thereto by law.

**21. ATTORNEY FEES AND COSTS.** In the event of a breach of this agreement by either party hereto, the party ultimately being determined to be at fault agrees, in addition to the damages awarded, to pay the reasonable attorney fees and costs of the party found not to be at fault.

If either Lessor or Lessee are involuntarily made a party defendant in any litigation concerning this Lease or the Premises by reason of any act or omission of the other party, the party whose act or omission created the issue shall hold the other party harmless from all liability therefrom, including reasonable attorney fees and costs incurred by the party being held harmless in such litigation.

**22. CONDEMNATION.** If the whole or a substantial part of the Premises shall be taken for any public or quasi-public use, under any statute or right of eminent domain or purchase by the governmental authority in lieu of or under threat of any such taking, then, when possession is taken of the Premises, if such taking will substantially interfere with the operation of Lessee's business, this Lease shall terminate and all rents shall be prorated to the date of termination.

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**COMMERCIAL LEASE AGREEMENT**

**23. DEFAULT.** If Lessee shall fail or refuse to make the monthly payments required herein in a timely manner, or if Lessee should fail or refuse to comply with any other term or condition of this lease, Lessee shall then be determined to be in default and Lessor may retake possession of the Premises. Lessee covenants and agrees that if it should default in its obligations hereunder that it will vacate the premises within fifteen (15) days after Notice of Default has been provided to it by Lessor unless said default has been satisfactorily cured within said fifteen (15) day period, or if the parties have agreed, in writing, to an extension of the time for cure.

A default shall also be declared in the event that the Lessee should make any general assignment or arrangement for the benefit of creditors; the filing by or against Lessee of a petition in bankruptcy; the appointment of a receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this lease, where possession is not restored to Lessee within 30 days; or, the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days.

(A) Notice of Default. If a default occurs, Lessor shall provide notice of the same to Lessee by depositing written notice, specifying the reason for default, in the United States Mail, postage prepaid, by both first class and certified mail, properly addressed to Lessee at the following address:

Lessee's address for notice purposes: Sasquatch Campers, LLC, c/o Cassidy Kremer and Daryl Manger, P.O. Box 654, Silverton, CO 81433.

Said notice shall be effective three (3) days after the date of mailing, or when received by Lessee, whichever first occurs. If Lessee has not cured the default, or if they have not yet vacated the Premises if such default cannot be cured, Lessor shall have the right to remove the Lessee from the property and to recover their costs expended in such efforts, including reasonable attorney fees and costs.

**24. HOLDING OVER.** If Lessee shall, without any express agreement with Lessor, continue to occupy the Premises at the expiration of the primary term or any extensions thereto, Lessee shall become a month to month tenant on the same terms and conditions as set forth herein, except that rent shall thereupon increase to the sum of \$2,500.00 per month.

**25. ALTERNATIVE DISPUTE RESOLUTION.** Any controversy which shall arise between the Lessor and Lessee shall be settled by means of arbitration, mediation or some other form of binding alternative dispute resolution. If alternative dispute resolution is not feasible, for whatever reason, all controversies shall be litigated in the San Juan County District, Small Claims, or County Court.

**26. REMEDIES CUMULATIVE.** No exercise of any specific right or remedy by Lessor shall preclude Lessor from exercising or invoking any other remedy in respect thereof, whether

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**COMMERCIAL LEASE AGREEMENT**

allowed at law or in equity or expressly provided for herein. Lessor may from time to time exercise any one or more of such rights or remedies independently or in combination.

**27. TIME.** Time is of the essence hereof. If any payment, covenant or condition hereof is not tendered, delivered or completed in a timely manner, the party adversely affected by such failure shall have the option to terminate or cancel this agreement and request damages therefor.

**28. SEVERABILITY.** The invalidity of any provision of this Lease as determined following the resolution of any dispute hereunder, shall not affect the validity of any other provision hereunder.

**29. ASSIGNMENT BY LESSOR/SURVIVABILITY OF LEASE.** Lessor shall retain the right to assign this Lease to any person or entity which might purchase the interest of Lessor in the real property which is the subject of this lease during the lease term. Any purchase agreement entered into by Lessor will disclose the existence of this lease agreement, and this Lease will survive any purchase by third parties of the Blanche Placer property or any portion thereof. Regardless of such assignment by Lessor, Lessee will still be bound by the terms of this agreement.

**30. BINDING EFFECT.** The covenants and conditions herein shall apply to and bind the administrators, trustees, personal representatives, successors, heirs, beneficiaries and assigns of the parties hereto.

**31. ENTIRE AGREEMENT.** This agreement, together with all Exhibits attached hereto, contains all of the agreements, covenants and conditions made between the parties hereto, and may not be modified, amended or changed in whole or in part orally or in any manner other than by written addenda executed by all parties hereto or by their respective successors in interest, and attached to this agreement.

**32. COUNTERPARTS.** This agreement may be executed in counterparts. Facsimile signatures shall be deemed acceptable for the purposes hereof.

**33. ADDITIONAL PROVISIONS.**

**(a) Governing Law.** This agreement shall be construed and enforced under the laws of the State of Colorado.

**(b) Legal and Tax Counsel.** Each party has received his or her separate legal advice concerning the terms and conditions of this Agreement. Each party is also aware that they may wish to consult with their respective tax advisors concerning any potential tax consequences associated with the terms hereof.

**(c) No Joint Venture or Partnership Created by Lease.** The parties hereto state that they have not created and do not intend to create by this Lease a joint venture or partnership

**PAGE THIRTEEN**  
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relationship between them.

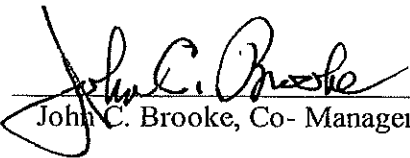
**(d) Authority.** Each individual executing this Lease Agreement on behalf of each party hereto represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of Lessor and Lessee in accordance with the terms and conditions of such entity's requirements, bylaws and articles, and agrees that this Lease is binding upon all entities involved in accordance with its terms.

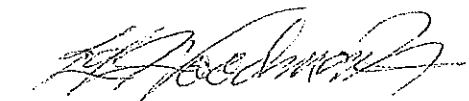
**(e) Incorporation of Exhibits.** All Exhibits attached to this document during the Lease term shall become a part of this Lease and shall be enforceable hereunder. All Exhibits, including Exhibits A, and B are hereby incorporated herein and made a part of this Lease according to their terms.

**(f) GUARANTY AGREEMENT:** Cassidy Kremer and Daryl Manger, individually, jointly and severally, hereby covenant and agree to guaranty performance by Sasquatch Campers, LLC, its successors and assigns, as Lessee, of all obligations, covenants and agreements undertaken by Lessee under this Lease including, but not limited to, payment of rent when due; performance of Lessee's maintenance and repair responsibilities under the Lease; compliance with the renovation and modification responsibilities set forth in this Lease and in "Exhibit B" attached hereto; payment of contractors employed by Lessee to perform work upon the premises; and adherence by Lessee, its employees, guests, customers and invitees to rules established by Lessor for access to the Leased Premises.

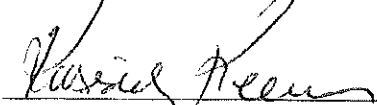
**Executed by the parties hereto on the day and year first above written.**

**LESSOR**  
**Sultan Mountain, LLC**

  
\_\_\_\_\_  
John C. Brooke, Co- Manager

  
\_\_\_\_\_  
L.L. Woodman, Jr., Co- Manager

**LESSEE**  
**Sasquatch Campers, LLC**

  
\_\_\_\_\_  
Cassidy Kremer, Co-Manager/Guarantor

  
\_\_\_\_\_  
Daryl Manger, Co-Manager/Guarantor



SULTAN MOUNTAIN, LLC  
CO: John C. Brooke  
139 Seford Drive  
San Antonio, Texas 78209

September 6, 2021

Sasquatch Campers, LLC  
69715 Hwy. 550  
Silverton, CO 81433

Gentlemen:

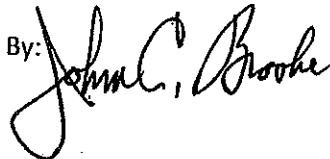
This letter will evidence the agreement of Sultan Mountain, LLC, to accept a policy issued in compliance with the quote of Bigfoot Insurance dated 06/10/21 containing limits of \$2,000,000 aggregate, \$1,000,000 per occurrence, \$100,000 damages to rented property, etc. (Quote No. CP768914Q2021.01) with Sultan Mountain, LLC, named as an additional insured.

This agreement is made recognizing the change in the Aggregate Coverage to \$2,000,000 from \$3,000,000 as specified in your lease on the Dry House.

Yours truly,

SULTAN MOUNTAIN, LLC

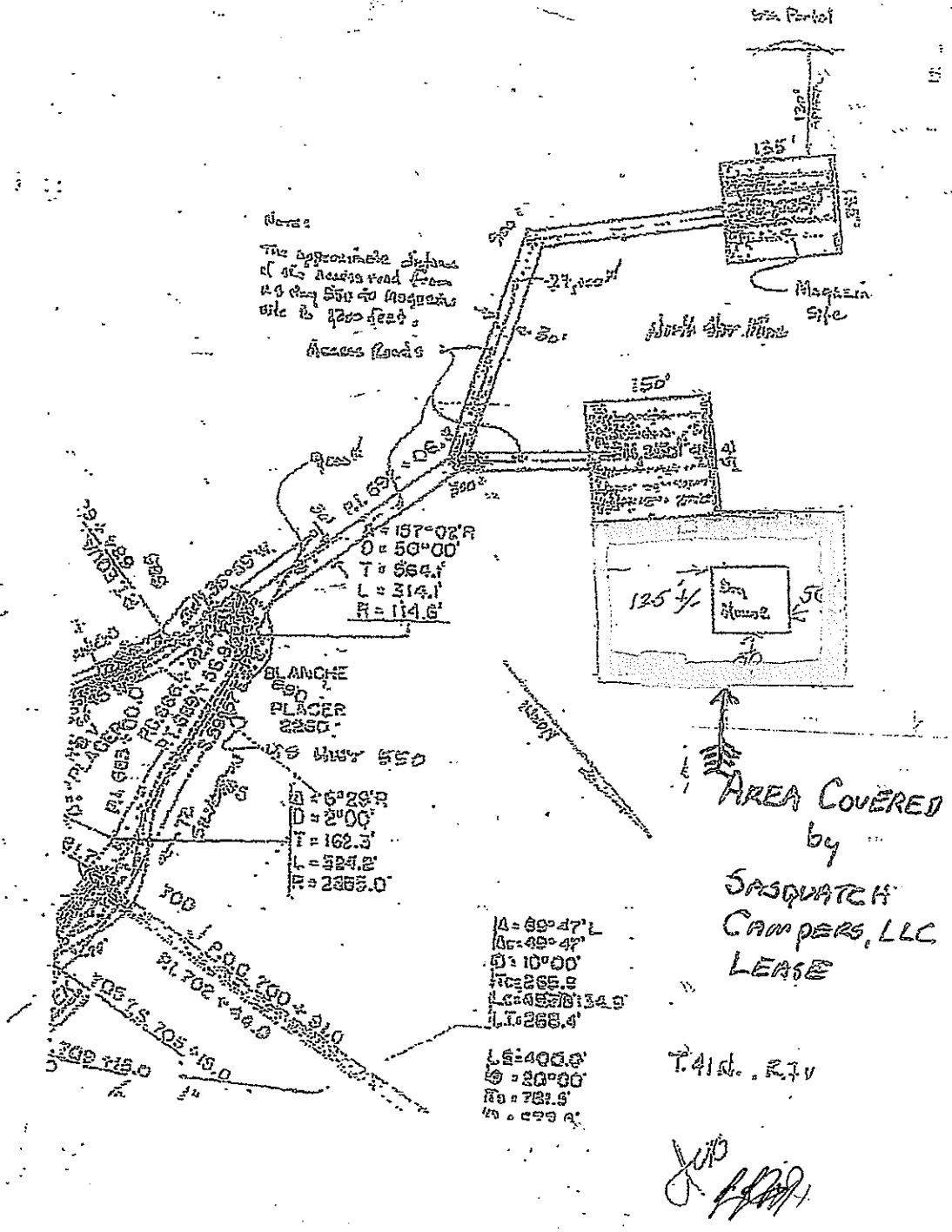
By:



Cc: Larry Woodman

PAGE FOURTEEN  
COMMERCIAL LEASE AGREEMENT

"EXHIBIT A"  
SITE PLAN



**PAGE FIFTEEN  
COMMERCIAL LEASE AGREEMENT**

**“EXHIBIT B”  
AGREEMENT FOR CLEAN-UP AND MODIFICATION OF DRY HOUSE  
(THREE PAGES ATTACHED)**

Exhibit B

**AGREEMENT FOR CLEAN-UP AND MODIFICATION OF DRY HOUSE**

The undersigned parties have entered into a Commercial Lease Agreement dated \_\_\_\_\_ 2021, covering what is commonly called the "Dry House" referred herein as "the building" located on the Blanche Placer, San Juan County, Colorado, to be used by Lessee for the fabrication of trailers to be used by persons engaged in outdoor activities. To make the building suitable for this activity, the building requires cleaning and modification. This Agreement is intended to set forth the understanding of the parties as to how this shall be accomplished.

1. Lessee has agreed to pay for all modifications. There is a drawing attached (Appendix A) which shows the current layout of the building and a drawing (Appendix B) that shows what the layout will be after the modification. A verbal description of the proposed modifications is as follows:
  - A. Install fire and smoke alarms.
  - B. Install a wide bay door between the garage and the adjacent office- 8' wide.
  - C. Remove the wall between the two offices to the north of the main entrance door.
  - D. Remove the south washroom and laundry room.
  - E. Finish bedrooms facing Mineral Creek, either drywall, float, tape, and paint and install flooring in large upstairs room; or tape, float, and paint and install flooring in middle bedroom; or tape, float, paint, and install flooring in northern bedroom.

All of the above shall be accomplished after obtaining all necessary permits from the County and shall be constructed in accordance with all applicable building codes.

The Lessee will obtain a written bid from a responsible third-party contractor and the bid and scope of work shall first be approved by Lessor; thereafter, Lessee will transfer enough funding to pay for the bid into a separate bank account. Once the work is completed, Lessee will have the right to withdraw remaining funds.

2. Prior to implementing cleanup or any modifications, Lessee shall undertake and complete the following:
  - A. Install smoke and fire alarms through out the building, complying with local and state-wide regulations and codes in regard to such alarms.

- B. Create an outside container in which to store all flammable and explosive materials that may be used in the building.
3. Upon completion of the work described in paragraph 2, Lessee will clean up the interior of the building, removing all personal property from the building, with the following exceptions: (a) Mining records stored in the building will be preserved in metal lockers that are there; (b) Any personal property that Lessee may desire to keep and use may be left in place; (c) The pick-up truck stored inside will be moved outside by Lessee. Lessee shall clean the ceilings, walls and floors. If any of the contents to be removed can be sold by Lessee, Lessee may do so and use the proceeds to offset the cost of the cleanup. At the end of the cleanup, Lessee will remove all items removed from the building and from the premises at Lessee's expense. This work to be accomplished by October 31, 2021.
  4. Lessee will set up a separate bank account and deposit in it the amount of the bid plus fifteen percent (15%). This sum will be used exclusively for the payment of the modifications described in this Agreement. Lessee will furnish Lessor copies of third-party invoices showing payment of the costs of materials and labor used in the modifications. The work described in the attached memo shall be done to the extent it can be accomplished for the amount in the bank account paid to third parties. These funds shall be expended during the first six (6) months of the lease term. Lessee agrees to seek bids and obtain contractor contracts for such work and to pay for such work out of the funds established above. Lessee shall pay all charges when due and not allow any liens for materials or labor to attach to the building. All contractors used shall furnish proof of insurance, including liability, builder's risk, and workmen's compensation and Lessee shall furnish same to Lessor.
  5. Lessee shall obtain all necessary permits from the County, shall comply with all building codes and conduct all activities compliant with all safety regulations.
  6. This Agreement is hereby made a part of and incorporated into the lease agreed upon and signed contemporaneously with the execution of this Agreement.
  7. The Lessee shall, within the period of September 1, 2021, through November 31, 2021, make a diligent effort to obtain the necessary Land Use Permit from the County to enable the Lessee to occupy the building, including obtaining and assembling all information required by the County and furnishing same in an application furnished to the County by October 1, 2021, and, thereafter, making every diligent effort to correct any deficiency in the application as needed by the County,

filing any needed amended application by October 30, 2021, attending any hearings set on the matter, all to the end of obtaining said Land Use Permit.

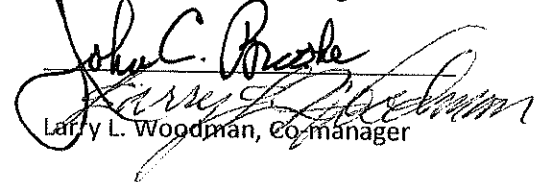
8. This Agreement may be executed in counterparts.

Executed this 26 day of AUGUST, 2021, and effective this 1<sup>st</sup> day of SEPTEMBER 2021.

Sultan Mountain, LLC



John C. Brooke, Co-manager

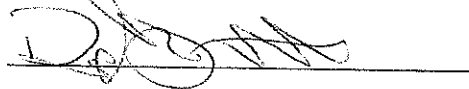


Larry L. Woodman, Co-manager

Sasquatch Campers, LLC



Kassity Kremer, Co-manager



Daryl Manger, Co-manager



Town of  
**Silverton**



**SAN JUAN COUNTY**

PO Box 250  
Silverton, CO 81433

PO Box 466  
Silverton, CO 81433

December 1, 2021

Regarding: Proposed Industrial Manufacturing, Commercial Business, and Employee Housing, at the former North Star/Sultan Mountain/P&G Mine Site Existing Building, on the Blanche Placer, Highway 550, near Silverton, in San Juan County, Colorado.

Dear Silverton/San Juan County Property Owner,

The Planning Department of San Juan County Colorado has received an application, and you have been identified as an Adjacent Land Owner (owning property within 1500 feet of the site). You are under no obligation to reply to this letter or take any action.

The County application proposes the re-use of an existing 1980s building on the Blanche Placer. The project site is located on the Big Bend curve of Highway 550, directly above the Town of Silverton. The project site is formerly known as the Sultan Mountain, North Star, P&G Mine. The proposed land uses are: industrial manufacturing facility of RV camper trailers, with associated commercial business, and employee housing. The applicant is Kass Kremer representing Sasquatch Campers LLC.

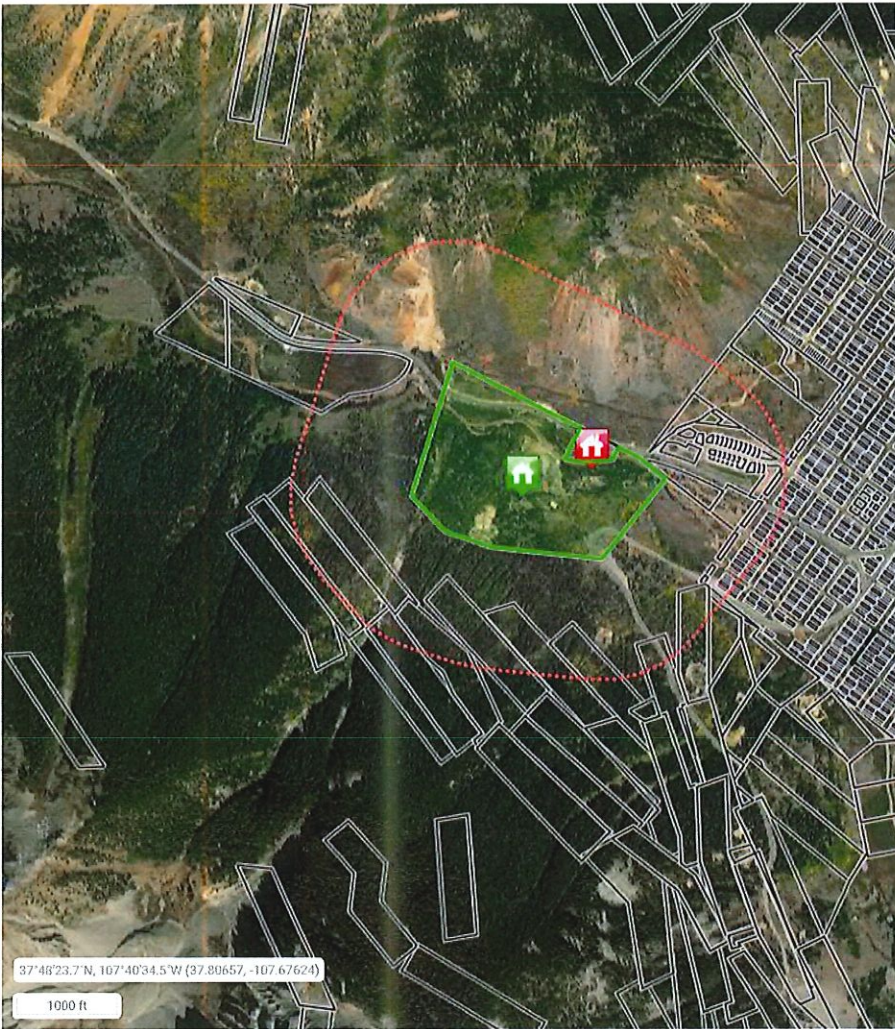
If you would like to view the application, the documents are being posted on the San Juan County Colorado website, under the following Tabs: County Government – Building & Planning – Proposed Additions/Applications. If you have questions/concerns about this application, you can contact the Town/County Planning Director Lisa Adair at “LAdair@silverton.co.us” or (970) 946-9408.

The San Juan Regional Planning Commission will review this project on December 14. The meeting begins at 7 PM, and it is open to the public. The meeting is in person at the San Juan County Courthouse, and also on free Zoom meeting software (San Juan Regional Planning Commission Zoom Meeting I.D. Number 921 3647 3203). Planning Commission meeting packets are posted on the Town of Silverton website. The Planning Commission is an “advisory board” which will make a “recommendation” to the San Juan County Board of Commissioners. The final decision on this application will be made by the County Commissioners at a later date. Adjacent landowners/citizens are free to attend any meetings regarding this application, to comment in writing and/or verbally, in advance of and/or during the meetings.

If you have any questions or adjacent land owner comments, please contact the Planning Department.

Thank you,

Lisa Adair PE  
Town/County Planning Director



x

**Selected Parcel:**

69715 HIGHWAY 550 N, SILVERTON, CO 81433  
Total Value **\$747,616**  
Account # N2475  
Owner SULTAN MOUNTAIN LLC  
BLANCHE PLACER - 2260

**Select Radius (ft)**

1500

[Download Mailing List](#)

[Download Excel](#)

**HIGHWAY 550 N, SILVERTON, CO 81433**

Total Value **\$56,400**

Account # N2474

Owner TOWN OF SILVERTON

BLANCHE PLACER - 2260 (PART). A 1.4 ACRE PORTION OF BLANCHE PLACER NORTH OF MINERAL CREEK AS DESCRIBED IN BOOK 155 PAGE 17 RECORDED JUNE 21, 1920 OF THE SAN JUAN COUNTY RECORDS.

**69715 HIGHWAY 550 N, SILVERTON, CO 81433**

Total Value **\$747,616**

Account # N2475

Owner SULTAN MOUNTAIN LLC

BLANCHE PLACER - 2260



KASS KREMER  
ALO LIST

APPLICATION  
PG 1 OF 3

12/1/21 Lma

✓ MCFADDEN INGA S & MARK L  
PO BOX 647  
SILVERTON CO 81433-0647

✓ THE FILLING STATION LLC  
PO BOX 543  
SILVERTON CO 81433-0543

✓ SULTAN MOUNTAIN LLC \*  
PO BOX 6435  
CORPUS CHRISTI TX 78466-6435

✓ SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

✓ JACKSON JOHN SCOT LYON;  
CARMACK WILEY  
PO BOX 116  
SILVERTON CO 81433-0116

✓ SAN JUAN ASSOCIATES; OUTDOOR  
WORLD LLLP  
PO BOX 58  
SILVERTON CO 81433-0058

✓ HUNTSMAN GREG  
427 HUNTINGTON DR  
BOUNTIFUL UT 84010

✓ ZANONI GEORGE D & ERNEST T  
PO BOX 602  
SILVERTON CO 81433-0602

✓ LUTHER LINDA  
PO BOX 127  
SILVERTON CO 81433-0127

✓ TOWN OF SILVERTON  
PO BOX 250  
SILVERTON CO 81433-0250

✓ SULTAN MOUNTAIN LLC \*  
PO BOX 6435  
CORPUS CHRISTI TX 78466-6435

✓ SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

✓ SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

✓ ROOF ROBERT A & CASSANDRA R  
PO BOX 333  
SILVERTON CO 81433-0333

✓ SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

✓ STERN HOWARD  
PO BOX 623  
SILVERTON CO 81433-0623

✓ SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

✓ KLOSTER MARC; SHAPIRO KATIE  
PO BOX 936  
SILVERTON CO 81433-0936

✓ ELDRIDGE DUSTIN  
8060 N SUNDOWN TRL  
PARKER CO 80134-6912

✓ RUSSEK MELANIE; CARRIER MITCHEL  
3514 BENNETT ST  
DURANGO CO 81301-4013

✓ FOSTER NICHOLAS & LAUREL  
PO BOX 252  
SILVERTON CO 81433-0252

✓ EBELHEISER JASON  
PO BOX 928  
SILVERTON CO 81433-0928

✓ FOSTER NICHOLAS & LAUREL  
PO BOX 252  
SILVERTON CO 81433-0252

✓ SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

✓ CHRISTENSEN WADE & MAIKA  
PO BOX 852  
SILVERTON CO 81433-0852

✓ SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

✓ SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

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PO BOX 466  
SILVERTON CO 81433-0466

SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

SCHAFFRICK TYLER F & EMMA L  
PO BOX 945  
SILVERTON CO 81433-0945

SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

CABLE HILLARY HANNAH  
PO BOX 754  
SILVERTON CO 81433-0754

SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

SAN JUAN COUNTY  
PO BOX 466  
SILVERTON CO 81433-0466

SULTAN MOUNTAIN LLC  
PO BOX 6435  
CORPUS CHRISTI TX 78466-6435

CO DEPT OF TRANSPORTATION  
3803 MAIN AVE STE 300  
DURANGO CO 81301-4034

RATNER RYAN  
1701 COUNTY ROAD 250  
DURANGO CO 81301

SWANSON GERALD & NANCY R TRUST  
PO BOX 273  
SILVERTON CO 81433-0273

ZANONI GEORGE D & ERNEST T  
PO BOX 602  
SILVERTON CO 81433-0602

HATFIELD BRANDI RAE; NIX GERALD E  
& ROBERTA I LIV TRUST  
PO BOX 164  
NORWOOD CO 81423-0164

CO DEPT OF TRANSPORTATION  
3803 MAIN AVE STE 300  
DURANGO CO 81301-4034

LUTHER LINDA  
PO BOX 127  
SILVERTON CO 81433-0127

HATFIELD BRANDI RAE; NIX GERALD E  
& ROBERTA I LIV TRUST  
PO BOX 164  
NORWOOD CO 81423-0164

SULTAN DEVELOPMENT LLC  
PO BOX 536  
SILVERTON CO 81433-0536

SANDERS JANICE  
PO BOX 476  
SILVERTON CO 81433-0476

ZABINSKI KATHARINE YOUNGE  
PO BOX 253  
SILVERTON CO 81433-0253

CITADEL TRUST; FERGUSON SCOTT &  
MEAGAN  
748 S MEADOWS PKWY STE A9  
PMB273  
RENO NV 89521-4841

UNREIN-HERSHEY CHAUNDRA  
1235 PEPPERTREE DR  
MONTROSE CO 81401-5658

BEEMAN ANISA; WETHERINGTON  
CHRISTINE  
5774 S FAWN AVE  
GILBERT AZ 85298-0848

VANDERPOOL MARSHA J  
2711 PARKSIDE LN  
MCKINNEY TX 75070-4752

PG 3 of 3

AKIN JOHN QUINTIN  
61848 MONROE RD  
MONTROSE CO 81403-8011 ✓

HATFIELD BRANDI RAE; NIX GERALD E  
& ROBERTA I LIV TRUST  
PO BOX 164  
NORWOOD CO 81423-0164 ✓

HATFIELD BRANDI RAE; NIX GERALD E  
& ROBERTA I LIV TRUST  
PO BOX 164  
NORWOOD CO 81423-0164 ✓

QWEST CORP; BRAD BLINSMON,  
PROPERTY TAX DEPT  
1025 ELDORADO BLVD  
BROOMFIELD CO 80021-8254 ✓

# RECEIPT

11/30/2021

San Juan County

County Treasurer: Deanna Jaramillo

Date: 11/30/2021      Paid By: SASQUATCH CAMPERS LLC  
Station: 1      Description: LAND USE PERMIT  
Cashier: 1      System: Cash Receipting  
Receipt: 1560      Reference:

### Payment Method:

Cash:	\$0.00	Wire No.:	
Checks:	\$300.00	Card Type:	
Credit Card:	\$0.00	Account Number:	
Wire:	\$0.00	Expiration Date:	
Amount Tended:	\$300.00		
Change Returned:	\$0.00		
<b>Total Paid:</b>	<b>\$300.00</b>		

Check No.	Name	Amount
0002	SASQUATCH CAMPERS LLC	\$300.00

Receipt	Trans. Code	Fund	Ledger	Description	Operator	Amount
1560	GenRct	(010)COUNTY GENERAL FUND	0100010000	CASH ACCOUNT	D	\$300.00
1560	GenRct	(010)COUNTY GENERAL FUND	0100041804	LAND USE FEES - IMPROVEM	C	\$300.00

\_\_\_\_\_  
Signature

Survey

Date of Application, Location  
July 12<sup>th</sup> 1885

SURVEY NO 2260.  
Mineral District No 7.

# PLAT

OF THE CLAIM OF

Theodore B. Conover & A. B. Houghton.

UPON THE

BLANCHE PLACER

ANIMAS MINING DISTRICT.

SAN JUAN COUNTY.

STATE OF COLORADO.

Containing an area of 6-4-99 Acres.

Scale of 300 Feet to the inch.

Variation 14.15' East.

SURVEYED BY

Arrel O. Thayer, Esq.  
U.S. Deputy Mineral Surveyor.

The original Field Notes of the Survey of the Claim of Theodore B. Conover & A. B. Houghton.

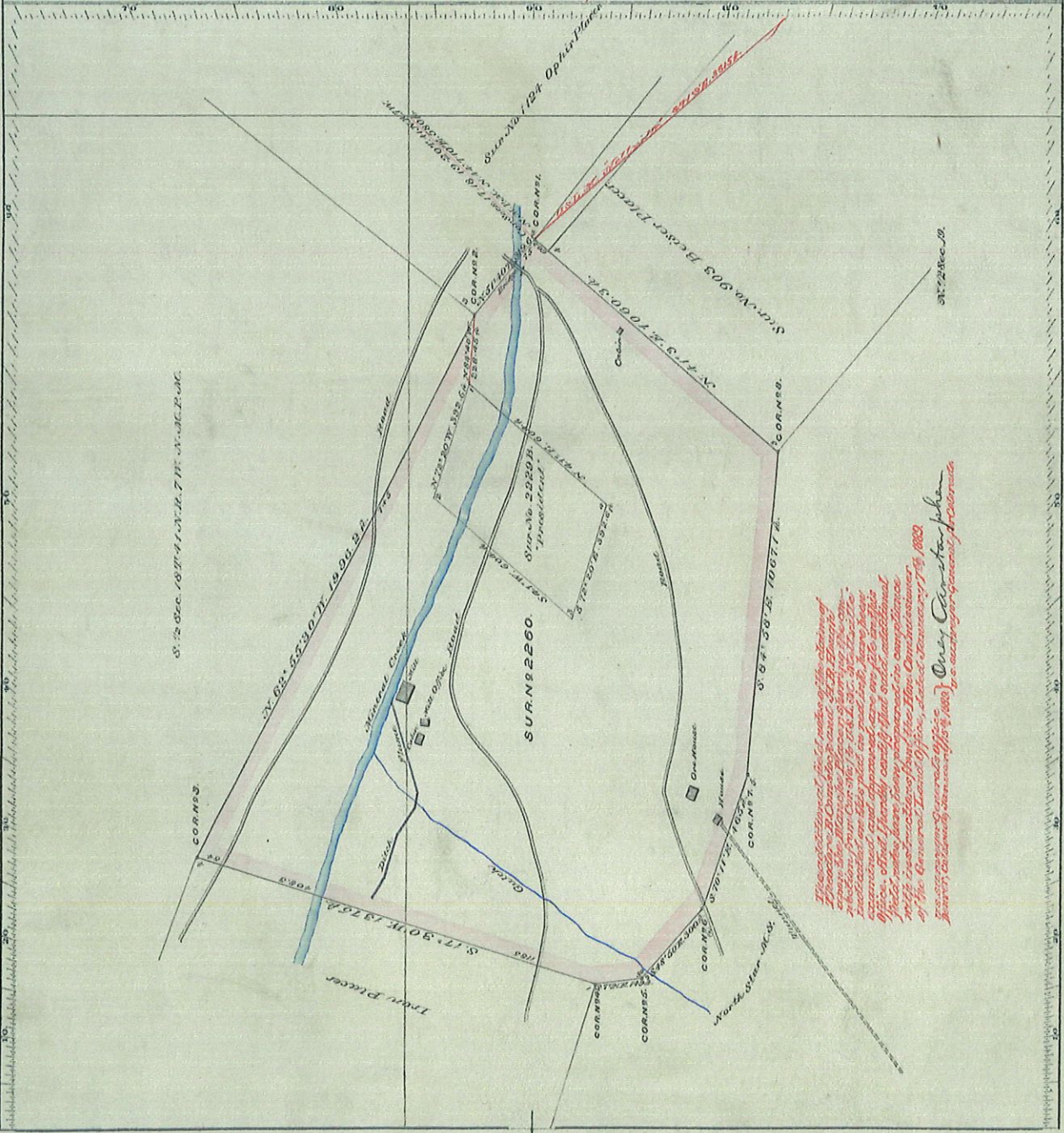
upon the  
Blanche Placer

from which this plat has been made, have been examined and approved, and are on file in this office, and I hereby certify that they furnish such an accurate description of said Mining Claim as will if incorporated into a plat, serve fully to identify the premises, and that such reference is made therein to natural objects, and permanent monuments as will preserve and fix the lines thereof. I further certify that the value of the labor and improvements placed thereon by the applicant or assignee, together is not less than the standard Dollars, and that said improvements consist of a mining ditch and placer.

as appears by the affidavit of the deputy surveyor, I will further certify that this is a correct plat of said Mining Claim made in conformity with said original field notes of the survey.

Very truly yours,  
A. F. Mendenhall,  
U.S. Surveyor General, Animas District,  
Colorado.  
October 26<sup>th</sup> 1885.

Correct this area 574.



*This plat is correct in all matters of the ordinary surveying, and the Mining Claim is shown in its location from the U.S. Survey of 1885. The location of the placer is shown in its location from the U.S. Survey of 1885. The location of the river is shown in its location from the U.S. Survey of 1885. The location of the survey is shown in its location from the U.S. Survey of 1885. The location of the survey is shown in its location from the U.S. Survey of 1885.*

6 Mining Block



**Building Permit Application**

\*Address of Job Site: 69115 Hwy 550

**\*Class of Work:**

NEW  ADDITION  ALTERATIONS  REPAIR  MOVE  OTHER

\*Property Owner: Sultan Mountain, LLC \*Phone: (210) 860-2312

\*Mailing Address: PO Box 6435

\*City: Corpus Christi \*State: TX \*Zip Code: 78466

\*Email Address:  Pjbrooke@sbcglobal.net

Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

**Legal Description:** Parcel 48290180010014

\*LOT NO.(S): \_\_\_\_\_ \*BLOCK: \_\_\_\_\_ \*ZONE: \_\_\_\_\_ \*(If Applicable) ADDITION: \_\_\_\_\_

\*Hazard: NONE  FLOOD  AVALANCHE  SLOPE

**Structural Information:**

\*\*Req. if NEW Structure: \*\*Survey Provided: YES  NO  \*\*Plot Plan Provided: YES  NO

Designed By: \_\_\_\_\_ LICENSE PE# \_\_\_\_\_

SQ.FT.: \_\_\_\_\_ HEIGHT: \_\_\_\_\_ TOTAL UNITS: \_\_\_\_\_ TOTAL ROOMS: \_\_\_\_\_

**\*Describe All Work To Be Done:**

- Remove mens Bathroom
- Install Bay door at east side of building
- Remove widen opening between garage & middle office
- widen opening between two office rooms
- Drywall, tape Conference room, install flooring
- Tape & paint remaining bedrooms, install flooring

\*Printed Name: Hassidy Kremer

\*Signature: Hassidy Kremer \*Date: 9/23/21

**(Staff Use ONLY)**

Total Estimated Valuation of Work: \$ \_\_\_\_\_ Estimated Permit Fee: \$ \_\_\_\_\_  
(Including Labor and Materials)

Vicinity Map # 1, zoomed out

Google Maps 69715 US-550



Imagery ©2021 Maxar Technologies, USDA Farm Service Agency, Map data ©2021 1000 ft



69715 US-550

Silverton, CO 81433



Directions



Save



Nearby



Send to your phone



Share

Vicinity Map # 2, Zoomed In





Aerial Image w/ approximate boundaries & building locations



1986

PERMIT # 5

SAN JUAN BASIN HEALTH UNIT  
DURANGO, COLORADO

3803 No. Main Ave.

P. O. BOX 140  
81301

TELEPHONE 247-5702  
247-5703  
247-5704

APPLICATION AND PERMIT TO INSTALL, CONSTRUCT, ALTER OR REPAIR INDIVIDUAL SEWAGE SYSTEM

PERMIT EXPIRES 120 DAYS FROM ISSUANCE

OWNER OR SPONSOR: SULTAN MNT. MINE  
MAILING ADDRESS: P.O. BOX 840 SILVERTON 81433 PHONE # 387-5592  
ADDRESS OF SITE: NORTH STAR MINE. (AT THE BIG BEND INTO SILVERTON)

GENERAL INFORMATION:

1. Living units CHANGEHOUSE FOR 40 PERSONS
2. Number of bedrooms N/A
3. Number of bathrooms N/A (30g PER PERSON / DAY)
4. Automatic dishwasher N/A
5. Automatic laundry N/A
6. Garbage disposal N/A
7. Water softner N/A
8. Lot size 25 ACRES +
9. Water supply BESCHER CREEK LINE 7 100' FROM FIELD
10. Percolation rate 1" / 30 MIN (SANDALE ENG.)
11. Soil profile GRAVEL & SAND MIXED & VARIOUS SIZED COBBLES
12. Bedrock depth OK
13. Water table depth OK

SEPTIC TANK:

Liquid capacity 1500 GAL Mat. CONCRETE

EXTENDED AERATION:

1. Capacity /
2. Final treatment:
  - a. subsurface discharge /
  - b. surface discharge /

SUBSURFACE DISPOSAL:

Bed 1315 ft<sup>2</sup> Lines 4 Length 55 ft.  
Width 24 ft. Depth 4 ft Cover /

LAGOON:

Bottom size /  
Slopes / Lining /

COMMENTS:

- I. LEAN FIELD WILL BE EXCAVATED TO A TOTAL DEPTH OF 5 ft. 12 INCHES OF WASHED ROCK WILL BE PLACED IN THE BOTTOM. THERE WILL BE 4 LINES IN A CLOSED LOOP. BACKFILL WITH NATIVE SOILS.
  - II. MOUND THE BACKFILL & CUT A SWALE ON THE UPHELL SIDE OF THE FIELD TO DIVERTE RUNOFF
  - III. THE SOILS MUST BE DRY BEFORE EXCAVATION CAN BEGIN. USE A TENT OVER SITE & HEATERS TO DRY SOILS.
  - IV. IN THE SPRING, A GRINDER & LIFT STATION WILL BE ADDED TO THE SYSTEM TO HANDLE WASTE FROM THE MINE. THIS IS CALCULATED INTO THE TOTAL SYSTEM CAPACITY.
- VI. SJBHU WILL WANT TO INSPECT PRIOR TO BACKFILL.

AGREEMENT:

This system will be constructed in accordance with the above specifications and regulations governing individual sewage disposal systems of the San Juan Basin Health Dept.

DATE: 1/24/86 APPLICANT: [Signature]

The plans and specifications as shown are approved, pending payment of fee.

INSTALLED BY: FERGUSON SANITARIAN [Signature]

PERMIT FEE: \$ 140<sup>00</sup> RECEIVED BY B.W. CLK # 10288 (FERG.) DATE: 1/23/86

A FINAL INSPECTION IS REQUIRED

Location of tank \_\_\_\_\_

The above system has been inspected and found to comply with the plan and description.

SANITARIAN: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTES

- This design is based on a changeroom usage of 40 men, but the changeroom is being built with facilities for only 30 men.
- This system is designed for year round usage.
- A fifth test hole was cooned to a depth of eight feet. The material removed consisted of approximately 60 percent gravel and sand; approximately 40 percent cobbles; no bedrock was encountered; and no water was encountered.
- A permeability rate of 0.25 feet per hour was used (6 feet per day).
- Daily usage was assumed to be 30 gallons per day per man (from Resin Health Table; page 20 under Separate Flow).
- The leach field is to be 20 feet by 40 feet with a loop of four (4) inch slotted PVC drain pipe. Pipe is to be placed at a minimum depth of four (4) feet from the existing ground surface.
- Holding tank for 40 men per day and holding effluent a minimum of 30 hours is 1500 gallons. An aerator is not needed.
- Leach field is to be protected from the surface runoff.
- The gravel shall be clean of fines with sizes ranging between 3/4 inch and 2 inches. Clean straw is to be placed over the clean gravels before backfilling the leach field.

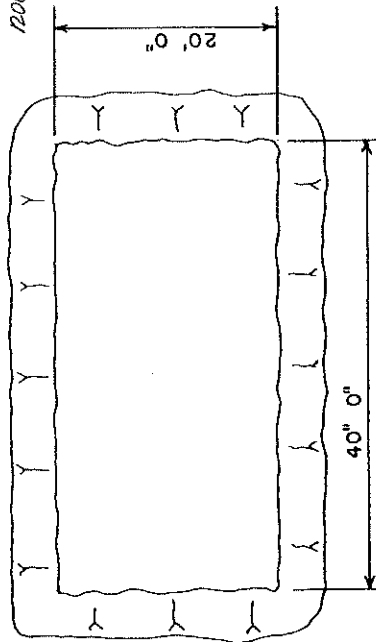
$A = Q \times T$   
 $A = 1315 \text{ Ft}^2$   
 $2' \times 55'$   
 $4 \text{ LINES}$

PERCOLATION TEST RESULTS

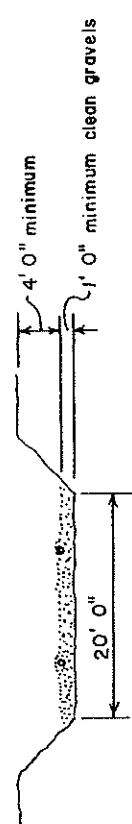
TEST HOLE	minutes						
	5	10	15	25	30	45	60
1	0.25"	0.5"	0.75"	1.25"		2.25"	3.0"
2	0.25"	0.75"	1.0"	1.5"		2.5"	3.0"
3	0.5"	1.0"	1.0"		2.5"	3.0"	3.5"
4	0.5"	1.0"	1.25"		2.5"	3.0"	3.5"

Results are cumulative

$1730 \text{ min}$   
 $1200 \text{ gpd}$



PLAN

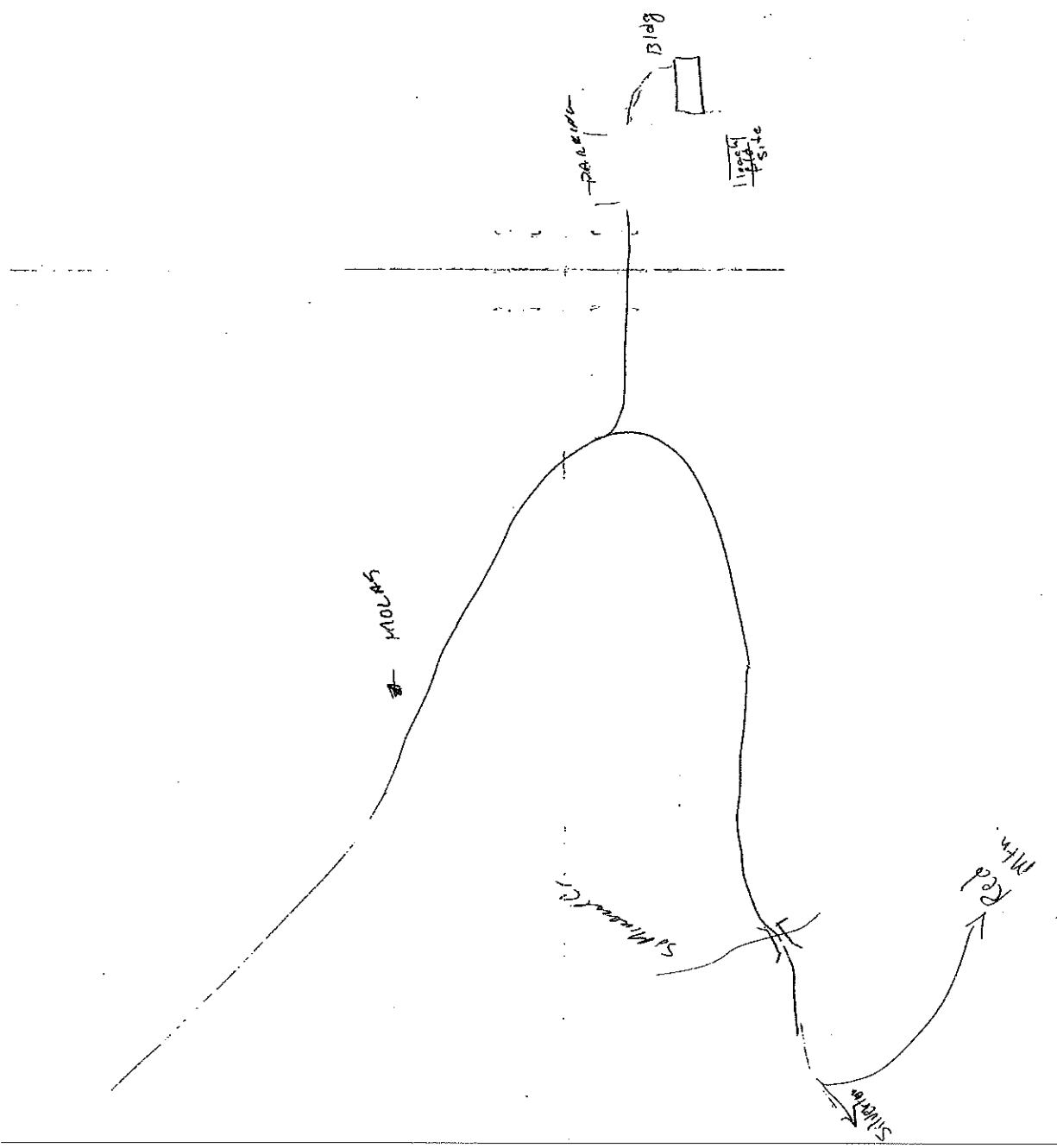


SIDE PROFILE



SundALE ENGINEERING

APPROVED BY: *Wayne M. Dale*  
 DATE: JAN 18, 1966  
 PROJECT: P & G MINING NORTH STAR MINE  
 DRAWN BY: W.M.D.  
 30 MAN CHANGEROOM SEPTIC





**COLORADO**  
Department of Transportation

Region 5 Maintenance Section 3  
1125 Highway 62, PO Box 702  
Ridgway Co, 81432

Sultan Mountain, LLC  
P O Box 6435  
Corpus Christi, Texas 78466

RE: Lease Extension

In consideration of your granting an extension of the lease for the area on which our magazine is located on Sultan Mountain, we agree to the following changes in access to the part of the Blanche Placer on which the magazine is located:

1. The front gate, located on Hwy. 550, will remain in place as it is. We will furnish you three (3) duplicate keys. Besides our use, the gate will be used as access to a tenant for the Dry House located on the road into the property and by the EPA doing remediation on the North Star mine. They will agree to keep the gate locked from dusk to dawn and when they are not physically present during daylight hours. While the EPA is working on site, access will be limited to extent required for safety.
2. CDOT will install an additional new gate, gate support, and any short lengths of fence required to create a barrier at the fork of the interior road at a point near the spot marked with the "X", will lock it, and keep the keys to that lock. We will have control over access through this gate, but will allow and provide access to members of Sultan Mountain, LLC or their representatives at the request of John Brooke or Larry Woodman to the local CDOT representative. The representative they should contact: Clint Rhoades TMIII, Telephone (970) 946-0155. CDOT will post "Danger-Explosives—Do not Enter" signs on the gate and on both side braces for the gate.

If you need further information, please feel free to contact me.

Yours truly,

Vance Kelso, LTC Ops  
970-417-7699  
steven.kelso@state.co.us

