

Zoning Resolution Waiver Request Staff Report

DATE: APRIL 10, 2024
TO: DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS
THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER
FROM: TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT 
CC: ERIC PAVLINEK, PRINCIPAL PLANNER
JEANETTE BARE, AICP, CURRENT PLANNING MANAGER
STEVEN E. KOSTER, AICP, ASSISTANT DIRECTOR OF PLANNING SERVICES
SUBJECT: **WAIVER OF CENTRAL SERVICES REQUIREMENT IN THE COMMERCIAL (C) ZONE DISTRICT – WENTZEL COMMERCIAL PARK, LOT 3**

PROJECT FILE: SP2023-103

OWNER:
ON A LARK PROPERTIES LLC
4197 SERENADE ROAD
CASTLE ROCK, CO 80104

APPLICANT REPRESENTATIVE:
CJ KIRST - TAHOE CONSULTING LLC
5730 E. OTERO AVE., SUITE 200
CENTENNIAL, CO 80112

BOARD OF COUNTY COMMISSIONERS MEETING:

APRIL 23, 2024 @ 2:30 P.M.

I. EXECUTIVE SUMMARY

The applicant, On A Lark Properties, LLC, requests a waiver to Section 1206 of the Douglas County Zoning Resolution (DCZR) which requires that all uses in the Commercial (C) Zone District shall be served by a central water and sanitation facility. The applicant has an administrative Site Improvement Plan application for Lot 3 in the Wentzel Commercial Park for a pub and coffee cabin currently in process.

The applicant's representative asserts that central water services cannot feasibly be extended to the property, and that the site can be adequately served by an existing shared well and a recently issued commercial well permit and an on-site wastewater treatment system (OWTS). The site lies within the "potential service area" of the Franktown Business Metropolitan District. The applicant's representative contacted the District, which indicated that no central water and sewer service is available to serve the site.

II. REQUEST

A. Request

Approval of a waiver from Section 1206 of the DCZR, which provides that all uses in the Commercial Zone District shall be served by a central water and sanitation facility. The waiver is requested in conjunction with a Site Improvement Plan (SIP) request for a pub and coffee cabin on the lot.

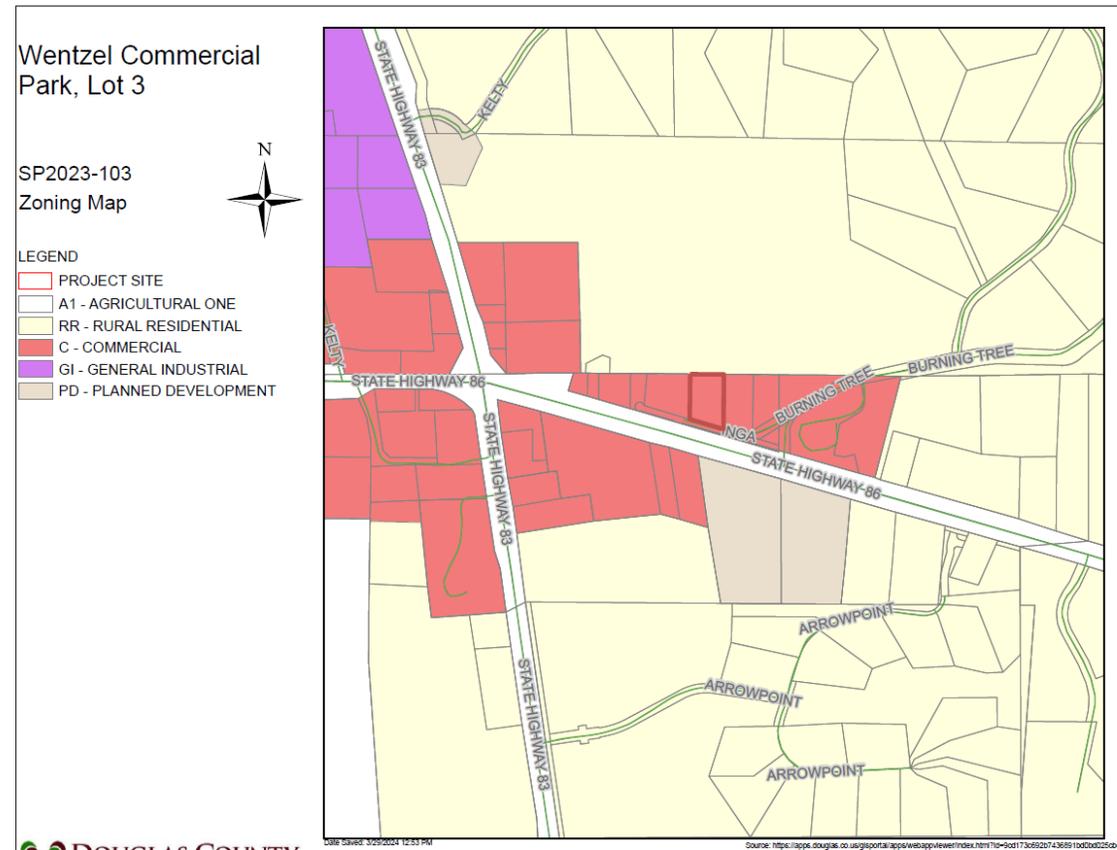
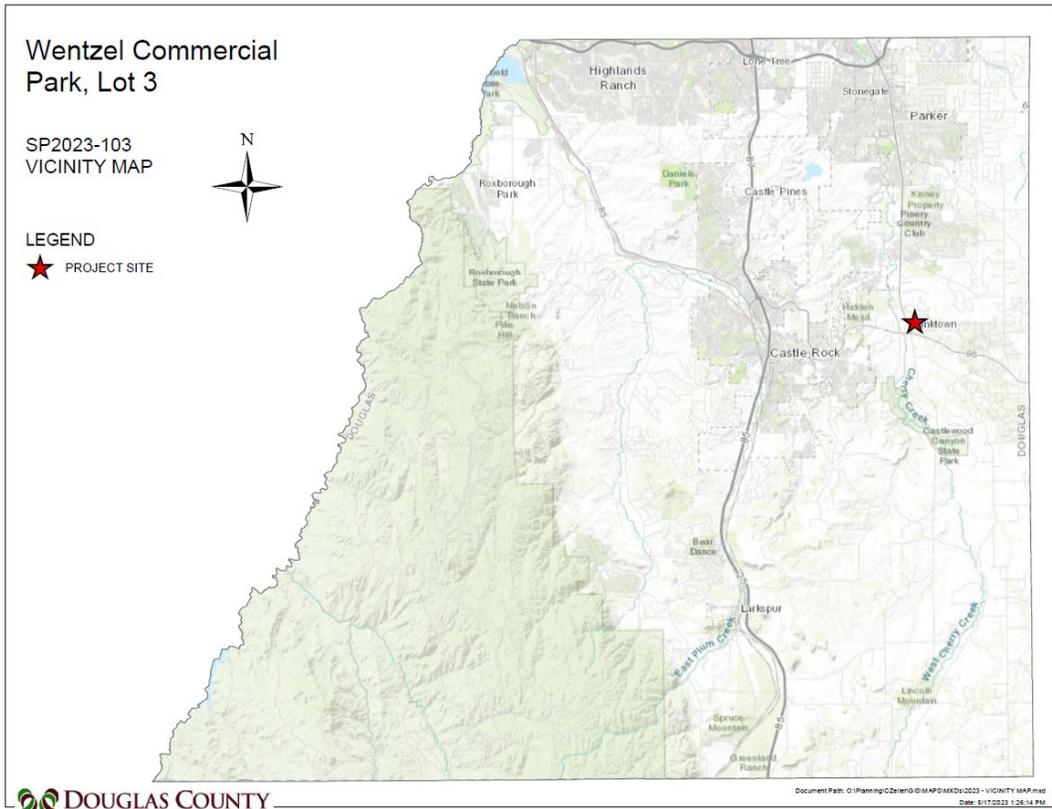
The SIP is currently being processed by Planning Services. The coffee cabin is proposed to be developed as the first phase of the project and will not connect to the existing or proposed well or septic system. The new water well and upgraded septic permit are required for the second phase which consists of a pub with no on-site brewing. Referral comments have been provided by the Colorado Division of Water Resources and the Douglas County Health Department.

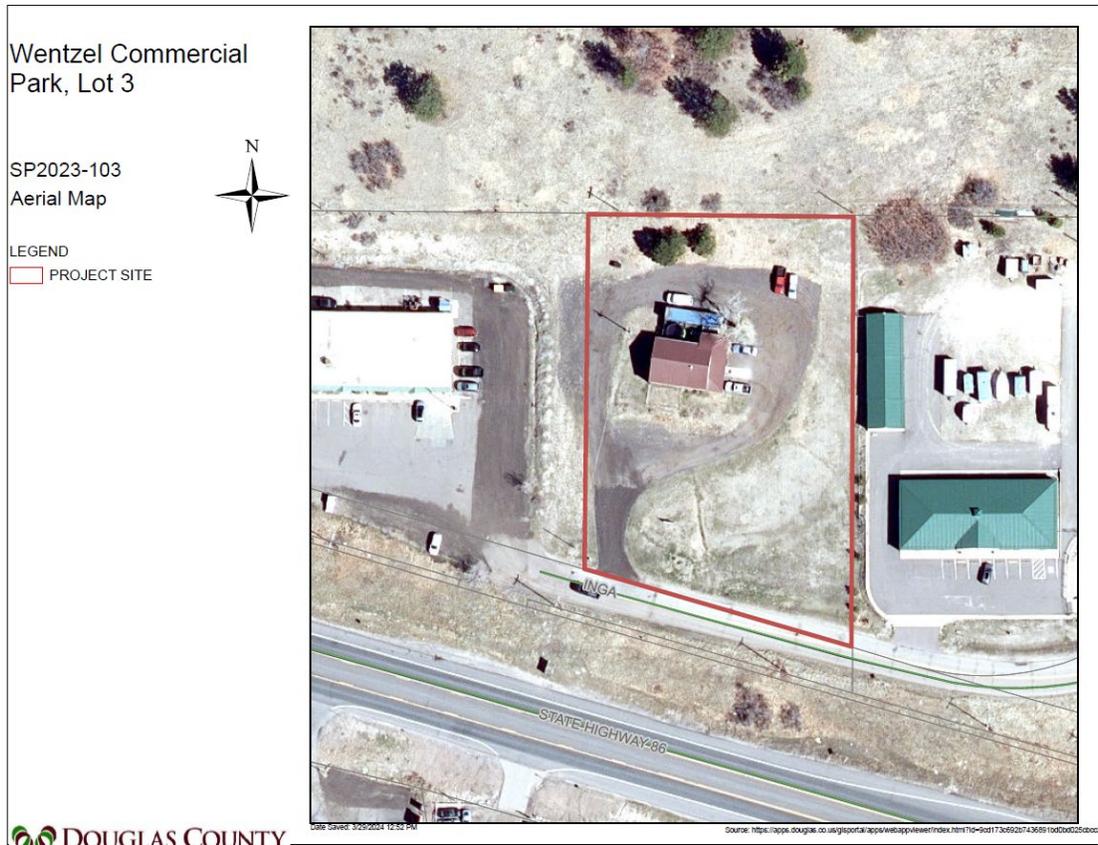
B. Process

The waiver process is set forth in Section 122 of the DCZR. Waivers may be requested by an applicant in conjunction with any application subject to the standards or other criteria established within the DCZR. For administrative land use applications such as an SIP, a waiver request is considered by the Board at a regular public land use meeting. Section 122.03 sets forth a series of findings that must be made by the Board to approve a waiver.

C. Location

The 1.2-acre site is located east of the intersection of State Highway 83 and State Highway 86, in Franktown. The following Vicinity Map, Zoning Map, and Aerial Map highlight site location and existing conditions.





D. Background

The site was zoned for business use with the establishment of zoning in Douglas County in 1955. In 1982, the zoning designation was changed to Commercial. The Wentzel Commercial Park subdivision was approved in 1977. The property includes an existing structure that was constructed in 1940 and the applicant intends to convert the structure into a pub and construct a new drive through coffee cabin. An SIP is currently in review.

III. STAFF ANALYSIS

Pursuant to Section 122 of the DCZR, the waiver must demonstrate compliance with the following provisions in order for the Board to approve the request.

122.03.1 The waiver does not have the effect of nullifying the intent and purpose of this Resolution.

Staff Comment: The intent of the central services requirement in the Commercial Zone District is to ensure that commercial uses are served by water and sewer facilities appropriate for the intensity and type of uses allowed within the district. The applicant's representative asserts that the water and sewer demands associated with the proposed uses can be met by using an existing shared well, by drilling a new well in accordance with

a recently approved permit in the Denver aquifer, and an OWTS as described in their attached waiver request. The applicant estimates a water demand for the project of approximately 0.67 acre-feet a year or 816 gallons per day. This demand can be served by the existing shared well and proposed well, which is combined to withdraw up to 0.67 acre-feet annually from the Denver aquifer.

122.03.2 The granting of the waiver will not be detrimental to the public safety, health, or welfare or injurious to other property.

Staff Comment: The applicant's representative asserts that by drilling a well in accordance with State requirements and constructing an OWTS in accordance with Douglas County Health Department requirements, "neither shall be detrimental to the public safety, health, or welfare of injurious to other property."

122.03.3 The conditions upon which the request for waiver is based are unique to the property for which the waiver is sought and are not applicable to other property.

Staff Comment: The waiver request is specific to the proposed, limited-scale development on the subject site as depicted on the SIP submittal (SP2023-103). While other waiver requests could be brought forward to the Board for similarly situated properties, the current waiver request is for one property with specific water and sewer demands and servicing options.

122.03.4 A particular noneconomic hardship to the owner would result from a strict application of this Resolution.

Staff Comment: According to correspondence provided by the applicant's representative from the Franktown Business Metropolitan District the extension of central services to the site is not currently feasible. Similarly, no special districts within the vicinity of the property currently provide water and sewer services. The site lies within the "potential service area" of the Franktown Business Metropolitan District.

122.03.5 The waiver will not in any manner vary the provision of the Zoning Resolution or County Building Code.

Staff Comment: All other zoning and building codes are applicable to development on this site including setbacks, uses, and other development standards contained within the DCZR. All engineering standards will be met through the SIP and construction plan processes. The applicant will be required to obtain all necessary permits and approvals during the building permit phase of the project. All Building and fire codes will be met.

122.03.6 The proposed development will be in conformance with the Douglas County Master Plan.

Staff Comment: The site is located in a portion of the County addressed by policies within the Franktown Village Area. Master plan policies applicable to this area "Support new, and the expansion of, existing, locally-owned and operated businesses" (Policy 4-1F.1), and "encourage improvements to existing properties" (Policy 4-1G.3).

Within the Franktown Village area, subareas are defined where more specific land use policies are established. The plan does encourage non-residential development to primarily occur “in the southeast quadrant of State Highways 83 and 86, within the Community Center District” (Policy 4-1I.1). The Community Estate subarea emphasizes the “Protection of the Cherry Creek alluvium and groundwater quality.”

In regard to water supply planning, the Franktown subarea policies notes that:

“Franktown’s primary wastewater management tools include septic tanks and leach fields. Properly managed, these systems can adequately support limited rural development as proposed in this plan and protect groundwater in the Franktown Rural Community. However, this plan supports future development on a central sewer system. Potential for a future central sewer system in Franktown rests with the ability of the Franktown Business Area Metropolitan District or other similar future entities, to finance a central sewer line that would ultimately serve to protect Cherry Creek and serve the Franktown business community.”

Absent a central water and sanitation system, the current waiver request will accommodate the development of a low water-demand business, the owners of which may be better positioned to financially participate in longer term solutions for the services in the Franktown Village Area if development of a central water system continues to be a desirable policy objective in the Franktown area in the future.

Regarding wastewater management, policies applicable to the Franktown subarea encourage “establishment of a community wastewater management program for existing on-site wastewater systems” (Policy 4-1X.1), and “development of a central wastewater collection system for the village” (Policy 4-1X.3). As with water, absent a District to take on these functions, an adequately regulated OWTS system constructed to Douglas County Health Department standards may be an acceptable means of service for a relatively low wastewater-generating business.

IV. STAFF ASSESSMENT

Staff has evaluated the waiver request in accordance with Section 122.03 of the DCZR. In the absence of a water and sanitation district, the proposed use may be served by individual wells and a septic system. Should the Board find that the waiver standards are met, staff proposes the following conditions be included in the Board’s motion.

1. Prior to building permit issuance for the pub, a well-permit shall be obtained for a new well to be drilled to the Denver aquifer to meet estimated water demands for project SP2023-103.

2. Prior to building permit issuance for the pub, a septic use permit shall be obtained from the Douglas County Health Department for an upgraded onsite wastewater treatment system to meet the sewer demands for project SP2023-103.
3. All other standards, requirements, and permits associated with the proposed SIP application shall be met prior to final approval.
4. Any proposed changes to the site that increase water demands, shall require a subsequent waiver from the central water and sanitation requirements.
5. All commitments and promises made by applicant or the applicant’s representative during the public meeting and/or agreed to in writing and included in the public record have been relied upon by the Board of County Commissioners in approving the application; therefore, such approval is conditioned upon the applicant’s full satisfaction of all such commitments and promises.

ATTACHMENTS	PAGE
Douglas County Land Use Application	8
Applicant’s Waiver Request	9
Water Supply Information Documents	13
Vicinity Map	30
Zoning Map	31
Aerial Map.....	32
Referral Response Letters from CDWR and DCHD	33
Site Plan.....	37

LAND USE APPLICATION

Please fill in this application form completely. An incomplete application will not be processed.

Note: Neither the Planning Commission nor the Board of County Commissioners should be contacted regarding an open application.

<i>OFFICE USE ONLY</i>		PROJECT FILE #:
PROJECT NAME: <u>On A Lark Brewery</u>	_____	
PROJECT TYPE: <u>Site Improvement Plan</u>	PLANNING FEES: _____	
MARKETING NAME: <u>On A Lark Brewery</u>	_____	
SITE ADDRESS: <u>7531 E. State Highway 86, Franktown, CO 80116</u>	ENGINEERING FEES: _____	
OWNER(S):	_____	
Name(s): <u>On A Lark Properties, LLC</u>	TOTAL FEES: _____	
Address: <u>4197 Serenade Road, Castle Rock, CO 80104</u>	_____	
Phone: <u>(503) 913-8059</u>	RELATED PROJECTS: _____	
Email: <u>h_denise_marshall@hotmail.com</u>	_____	
AUTHORIZED REPRESENTATIVE <i>(requires notarized letter of authorization if other than owner)</i>	_____	
Name: <u>CJ Kirst (Tahoe Consulting LLC)</u>	_____	
Address: <u>5730 E. Otero Ave., Centennial, CO 80112</u>	_____	
Phone: <u>(303) 330-8947</u>	_____	
Email: <u>cjkirst@tahoelandservices.net</u>	_____	

LEGAL DESCRIPTION:

Subdivision Name: Wentzel Commercial Park
 Filing #: _____ Lot #: 3 Block #: _____ Section #: 2 Township: 8S Range: 66W

STATE PARCEL NUMBER(S): 2507-020-02-004

ZONING:

Present Zoning: Commercial (C) Proposed Zoning: N/A Gross Acreage: 1.2
 Gross Site Density (DU per AC): N/A # of Lots or Units Proposed: N/A

SERVICE PROVIDERS:

Fire District: Franktown Fire Metro District: Franktown Business Area Metro. Dist. Gas: Black Hills
 Water: well Sewer: septic Electric: CORE
 Roads: Public Private (please explain): _____

To the best of my knowledge, the information contained on this application is true and correct. ***I have received the County's information sheet regarding the Preble's Meadow Jumping Mouse.***



11/10/23
Date

100 Third Street, Castle Rock, Colorado 80104 • 303.660.7460



Mr. Eric Pavlinek
Douglas County Planning
100 Third Street
Castle Rock, CO 80104

March 20, 2024

RE: 1.2-ac property known as Lot 3 Wentzel Commercial Park – Waiver Request

Dear Eric:

On behalf of the owner, On A Lark Properties LLC, of the abovementioned property, we are hereby requesting a waiver to the Commercial (C) zone district requirement that all uses shall be served by central water and sewer. The proposed use for the Property currently being processed is a Site Improvement Plan to convert the existing structure into a tap house and install a coffee cabin on the property for drive-thru business. As you are aware neither central water or sewer service is located close enough for an extension and therefore to tie into such existing services do not make economic sense. We have received a May 22, 2023 letter (see attached) from Franktown Business Area Metropolitan District (“District”) indicating that at this time it is not feasible for them to provide service to us.

The following responses address Section 122.03 – Waivers of the County’s Zoning Resolution:

122.03.1 the waiver does not have the effect of nullifying the intent and purpose of this Resolution;

RESPONSE - The Commercial (C) zone district requirement is to provide central water and wastewater. However, with the previously mentioned letter from the District this cannot be met. The water and sewer needs of this proposal can be met with wells and a septic system. An existing Upper Dawson well (permit 90619-A) is in use today and is shared 50/50 with the neighboring property (post office) to the west (7519 E. State HWY 83, Franktown, CO 80116 a.k.a. Lot 2 Wentzel Commercial Park) via a Well Sharing Easement Agreement (Rec. 2022075063). This well is limited to 0.2 ac-ft/year, therefore both properties are entitled to use up to 0.1 ac-ft/year. In addition, a decree (2023CW3064) to drill a Denver well yielding 0.57 ac-ft/year has been issued and the Owner plans to drill the well ahead of opening the taphouse. Once this well is drilled the Property will have a combined 0.67 ac-ft/year to use for both the tap house and coffee cabin. In addition, there is an existing septic system (OWTS) on the property with a current use permit in place that is being evaluated for its current capacity and functionality of these proposed uses. Should capacity or functionality not be adequate then upgrades/replacements will be completed. The estimate for water demand estimate for this project is 816 gallons/day = 0.67 ac-ft/year.

*Tahoe Consulting, LLC
(303) 330-8947
5730 E. Otero Ave., Suite 200
Centennial, CO 80112*

122.03.2 the granting of the waiver will not be detrimental to the public safety, health, or welfare or injurious to other property;

RESPONSE – The Denver well and associated pump will be drilled and installed in compliance with the State’s requirements. In addition, the existing OWTS will be evaluated and if necessary upgraded/replaced in accordance with the County’s Health Department standards. Therefore, neither shall be detrimental to the public safety, health, or welfare of injurious to other property.

122.03.3 the conditions upon which the request for a waiver is based are unique to the property for which the waiver is sought and are not applicable to other property;

RESPONSE: We understand that if this waiver is approved that it is unique to this property.

122.03.4 a particular non-economical hardship to the owner would result from a strict application of this Resolution;

RESPONSE: Should the waiver not be approved the Owner will likely not be able to open either business. Both the tap house and coffee cabin are reliant on water and wastewater systems. The Franktown Business Area Metropolitan District has been consistent in responding to other land use applications within the District that it is not feasible for central water and sewer to be provided, as is the case with their May 22, 2023 letter for this project.

122.03.5 the waiver will not in any manner vary the provisions of the Zoning Resolution or County Building Code; and

RESPONSE: If the waiver is approved we do not believe it will vary the provisions of the Zoning Resolution of the County Building Code.

122.03.6 the proposed development will be in conformance with the Douglas County Master Plan.

RESPONSE: This proposed use as presented in the Site Improvement Plan application complies with the Douglas County Comprehensive Master Plan as shown in Map 4.3 of the Franktown Village Area. This map shows the Property as commercial in the “Community Center” area in the Comprehensive Master Plan (CMP). Specifically, the CMP outlines two objectives in Franktown’s Community Center category:

1. *Objective 4-II Maintain and expand the diversity of local, community-commercial services.*

A brewery and coffee cart use does not currently exist in the Franktown Village Area. Breweries are known to attract local customers and create a sense of community. These two uses meet this objective.

*Tahoe Consulting, LLC
(303) 330-8947
5730 E. Overo Ave., Suite 200
Centennial, CO 80122*

2. *Objective 4-1J Limit the amount and intensity of industrial land uses.*

The brewery and coffee cart uses are not identified as being an industrial use.

The Franktown Sub-Area policy states “*Franktown’s primary wastewater management tools include septic tanks and leach fields. Properly managed, these systems can adequately support limited rural development as proposed in this Plan and protect groundwater in the Franktown Rural Community.*” Without central systems available this waiver request will allow the Project to accommodate a low water usage business with two wells and a OWTS system.

We appreciate your assistance with getting this waiver approved. Please let me know if you need anything further to assist.

Sincerely,



Tahoe Consulting, LLC
CJ Kirst

*Tahoe Consulting, LLC
(303) 330-8947
5730 E. Otero Ave., Suite 200
Centennial, CO 80122*

FRANKTOWN BUSINESS AREA METROPOLITAN DISTRICT

C/O Community Resource Services of Colorado LLC

7995 E Prentice Ave., Suite 103E

Greenwood Village, CO 80111-2710

(303) 381-4960

May 22, 2023

CJ Kirst

Tahoe Consulting Land and Development

cjkirst@tahoelandservices.net

Dear CJ,

Per your conversation with Director Russ Berget, the President of Franktown Business Area Metropolitan District, this letter is a response confirming that there is no water or sewer service available from Franktown Business Area Metropolitan district.



Best,

Rhonda S. Bilek

Assistant Manager for

Franktown Business Area MD

c/o CRS of Colorado,

rbilek@crsofcolorado.com

303-381-4979

WELL SHARING AND EASEMENT AGREEMENT

THIS WELL SHARING AND EASEMENT AGREEMENT ("Agreement") is made and entered into this 7th day of November, 2022, by and between 7531 E Hwy 86 LLC, a Colorado limited liability company ("7531"), and the Lin Family Group, LLC, an Indiana domestic limited liability company ("LFG"). 7531 and LFG may sometimes be referred to herein individually as a "Party" or collectively as "Parties".

RECITALS

- A. LFG owns real property located at 7519 E State Highway 86, Franktown, CO, 80116, also known as, Lot 2 of the Wentzel Commercial Park ("Lot 2").
- B. 7531 owns real property located at 7531 E State Highway 86, Franktown, CO, 80116, also known as, Lot 3 of the Wentzel Commercial Park ("Lot 3").
- C. A water well, identified by Well Permit No. 90619-A, is located on Lot 3 ("Well 90619"). Well 90619 is used to provide drinking and sanitary water inside the commercial businesses located on Lots 2 and Lot 3 (the "Lots" or "Lot"). A diagram showing the Lots and the location of Well 90619 is attached hereto and incorporated herein as Exhibit A.
- D. The Parties wish to enter into this Agreement in a desire to define the rights and obligations of each Party concerning the operation, maintenance, repair, and replacement of Well 90619.

Accordingly, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. **Ownership:** The Parties shall each own a one-half (1/2) interest in Well 90619, including the pump in the well, any appurtenances, and any replacement well, but excluding any transmission lines, pumps, and related equipment necessary solely for the conveyance of water from Well 90619 to each Lot, respectively. The one-half (1/2) interest in Well 90619 runs with each Lot and may not be severed from the land without consent from the other Party. Each Party will own their entire interest in any transmission lines, pumps, and related equipment necessary solely for the conveyance of water from Well 90619 to each Lot, respectively.
- 2. **Easement:** Subject to the terms herein, the Parties hereby grant, bargain, sell, and convey to each other Party and their respective successors and assigns a private, perpetual (subject to the termination provisions herein), and nonexclusive easement over, through and across the Lots for reasonable access to, use, operate, maintain, install, inspect, repair, or replace Well 90619, and such water transmission lines, pumps and related equipment reasonably necessary for the delivery of water from Well 90619 to provide

*Lot 2 & 3 Well Sharing Agreement
Page 1 of 7*

drinking and sanitary water service to the Lots, subject to the terms and conditions contained in this Agreement (the "Well 90619 Easement").

- a. **Scope of Use:** The Well 90619 Easement shall be used solely for purposes associated with reasonable access to, use, operate, maintain, install, inspect, repair, or replace Well 90619. Subject to the notice provisions herein, all agents and contractors of the Parties shall be permitted to use the Well 90619 Easement for the aforementioned purposes.
- b. **Retained Rights:** The Well 90619 Easement is not exclusive. The Parties expressly reserve the rights of ownership, use, and occupancy of the land encumbered by the Well 90619 Easement, including, maintaining any fence or otherwise restricting access to the applicable Lots. Each Party agrees not to interrupt the use, occupancy and enjoyment of the other Party's Lot and if such interruption is necessary, such interruption shall be temporary in nature and designed to limit any interruption of access to and from the remaining lands of the owner of the Lot. Subject to the terms herein, each Party agrees not to impair the use and enjoyment of the Well 90619 Easement by the other Party.
- c. **Indemnity:** The Parties agrees to indemnify, defend, and hold harmless each Party from any liability or expense arising from injury to person or property on the Lots which results from the exercise of the Well 90619 Easement right granted herein.
- d. **Notice and Restoration:** Except for emergencies, any Party that wishes to use the Well 90619 Easement shall provide the other Party reasonable, and in any event at least forty eight (48) hours, advance written notice of any use of the Well 90619 Easement associated with the installation, maintenance, repair or replacement of transmission lines, pumps, and related equipment necessary for the conveyance of water from Well 90619 to the Lots. With respect to such use, a Party may access the Well 90619 Easement only between the hours of 7:00 a.m. (Mountain Time) and 6:00 p.m. (Mountain Time), Monday through Friday, unless in the case of an emergency or otherwise consented to in writing by the other Party; provided that, the Party can reasonably restrict such access to the Lot so long as the Party provides the other Party a reasonably acceptable alternative time for such access. In the event of emergency, a Party shall provide verbal notice to the other Party prior to accessing the Well 90619 Easement on the Lots. Each Party shall, at its sole cost, restore the land along the Well 90619 Easement to its former condition after any installation, maintenance, repair or replacement of transmission lines, pumps and related equipment necessary solely for the conveyance of water from Well 90619 to the Lots. Each Party shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of any Lot, all costs and expenses incurred by such Party in connection with the construction and maintenance of the installation, maintenance, repair or replacement of transmission lines, pumps, and related equipment necessary for the conveyance of water from Well 90619 to the Lots. Each Party hereby acknowledges and agrees that if any lien is filed against either Lot as a result of such Party's use of the Well

90619 Easement and such Party has not had such lien removed of record within thirty (30) days of the date of the initial filing of such lien, such Party shall be in default of this Agreement, and the non-defaulting Party shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity. Notwithstanding the foregoing, costs associated with joint use of Well 90619 shall be paid pursuant to the provisions of Paragraph 3 of this Agreement.

- e. **Easement Runs With the Lots:** The Well 90619 Easement shall run with title to the Lots and shall be for the benefit of the owners of the Lots and their successors and assigns. The Well 90619 Easement shall burden the Lots and shall be covenants running with title to the Lots. Every person who now or hereafter owns or acquires any right, title, estate or interest in or to either of the Lots, is and shall be conclusively deemed to have consented and to have agreed to the Well 90619 Easement as it pertains to the Lots or such portion, whether or not any reference to the Well 90619 Easement is contained in the instrument by which such person acquires an interest in either of the Lots.
 - f. **Nonuse:** Non-use or limited use of the Well 90619 Easement shall not prevent any Party from thereafter making use of such Well 90619 Easement to the full extent authorized herein.
 - g. **Termination:** The Well 90619 Easement shall terminate at such time as and to the extent that Well 90619 is no longer required by Lot 2 for use associated with drinking and sanitary water service. If and to the extent the Well 90619 Easement terminates, each Party shall sign and record a notice of such abandonment in the real property records of the County of Douglas, and, within ninety (90) days following the recording of such notice, the owner of Lot 2 shall remove from Lot 3 all transmission lines, pumps and related equipment necessary solely for the conveyance of water from Well 90619 to Lot 2, and shall restore Lot 3 to its original condition as near as reasonably practicable.
3. **Management:** The Parties intend that the Lot 3 owner(s) shall be responsible for the day to day management, operation, maintenance, repair and replacement of Well 90619 for the benefit of all Parties. However, the foregoing shall not be construed as a limitation on the rights of the Lot 2 owner(s) pursuant to the Well 90619 Easement.
- a. **Assumption of Management:** If the Lot 3 owner fails to manage, operate, maintain, repair and replace Well 90619 to provide drinking and sanitary service water to Lot 2 in accordance with this Agreement, then the Lot 2 owner may assume such duties for Well 90619 as necessary for the purpose of withdrawing and delivering water pursuant to each Party's rights in Well 90619.

- b. **Transmission Lines:** Each Party shall own and be responsible for the management, operation, maintenance, repair and replacement of any transmission lines, pumps, and related equipment necessary solely for the conveyance of water from Well 90619 to their Lot.
 - c. **Measurement:** A totalizing flow meter will be installed on the discharge pipe from Well 90619 within 30 days of the execution of this agreement. Each Party shall bear 50% of the costs associated with the installation, maintenance, and replacement of the totalizing flow meter.
 - d. **Well Permit Limits:** The Parties acknowledge that the permit for Well 90619 limits the maximum pumping rate for the Well to 15 GPM and the maximum annual amount of water that can be pumped through Well 90619 is limited to 65,000 gallons (0.2 acre feet). In addition, both Parties acknowledge that water from Well 90619 cannot be used for lawn or landscape irrigation or for any purpose outside the building structures on Lots 2 and 3. Each Party agrees to abide by these limits. In the event that a Party's water use violates any of the well permit conditions, that Party shall be solely liable for any fines or fees that may result.
 - e. **Simultaneous Demand:** If the rate of diversion from Well 90619, not to exceed 15 GPM, is insufficient to satisfy the simultaneous demands of both Parties, the Parties shall negotiate a mutually agreeable pumping rotation or pumping reduction schedule.
4. **Costs:**
- a. **Operations Costs:** The Lot 2 owner shall pay \$40.00 per month to the Lot 3 owner to cover electrical costs associated with pumping and delivering water to Lot 2.
 - b. **Maintenance, Repair and Replacement Costs:** Each Party shall each bear 50% of the necessary and reasonable costs for the maintenance, repair and/or replacement of Well 90619.
 - c. **Reimbursement of Costs:** When the Lot 3 owner(s) incur expenses for any necessary and reasonable maintenance, repair and/or replacement of Well 90619, they shall be reimbursed by the Lot 2 owner(s) for their share of the expenses within thirty (30) days of submission of an invoice to the Lot 2 owner(s) for such expenses. Except that, if the Lot 2 owner(s) are operating Well 90619 pursuant to Paragraph 3.a of this Agreement, the Lot 2 owner(s) shall invoice the Lot 3 owner(s) pursuant to the procedures set forth in this paragraph.
 - d. **Failure to Pay:** If any Party fails to pay its share of the expenses incurred for the operation, maintenance, repair or replacement of Well 90619, and after notice and an opportunity to cure as provided for in Paragraph 4, below, then the non-defaulting Party may collect any such delinquency from the defaulting Party, plus

interest at the rate of one and one-half percent (1.5%) per month compounded annually, together with reasonable costs and attorney fees incurred by the non-defaulting Party in collection. Until such time as past due expenses and interest is paid, the non-defaulting Party shall have a lien upon the interest in the Well 90619 interest owned by the defaulting Party for its proportion of the delinquent expenses and interest and may foreclose upon such lien in the manner provided by law.

c. Prior Approval of Significant Expenses: When an expense, other than normal operating costs, is anticipated to exceed \$1,000.00, except for in an emergency, each Party shall give prior approval of said expenditure, which approval shall not be unreasonably withheld.

5. Remedies: In the event of any default under the provisions of this Agreement, the non-defaulting Party shall give written notice to the defaulting Party of such default. The defaulting Party shall have ten (10) days within which to cure such default, or, with respect to a nonmonetary default, if such default cannot be cured within ten (10) days, such longer time as may be reasonably necessary to cure the default, provided that the defaulting Party commences to cure the default within said ten (10) days and diligently prosecutes the same to completion. If a default is not timely cured, the non-defaulting Party shall be entitled to (a) cure the default at the expense of the defaulting Party (and the defaulting Party shall pay the expense thereof upon demand), and (b) any other remedies at law or in equity. The Parties acknowledge that damages may be an inadequate remedy for a default hereunder and agree that each Party shall be entitled to injunction, specific performance and other equitable remedies to enforce the terms of this Agreement.

6. Costs of Legal Proceedings: In the event that any Party institutes legal proceedings with respect to this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceedings, including, without limitation, reasonable attorney's fees.

7. Notices: All notices and other communications under this Agreement shall be in writing. All such notices and communications and all payments shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail (with respect to notices and communications only) on the person to whom notice is given; on the next business day after deposit for overnight delivery by a private courier service; or on the third day after mailing, if mailed to the party to whom payment and notice is to be given by first class mail, postage prepaid, and properly addressed as follows:

Lot 2 Owner:

Lin Family Group LLC
ATTN: Johnny Lin
3533 Miller Ct
Union City, CA 94587
510-772-7777
Johnnylin1975@gmail.com

Lot 3 Owner:

7531 E Hwy 86 LLC
ATTN: Karen Tackwell
7531 E State Highway 86
Franktown, CO 80116
720-299-9006
accousticalillusionsinc@gmail.com

Persons and addresses to which notices are to be sent may be changed by the same method.

- 8. **Revocation of Prior Agreements:** This Agreement revokes and supersedes any and all prior well sharing, water service, estoppel, or other agreements that may have existed between the owners of the Lots regarding Well 90619.
- 9. **Entire Agreement and Modifications:** This Agreement constitutes the entire agreement relating to the subject matter hereof and may not be modified or amended except by written instrument executed by all of the then owners of the properties affected by such instrument.
- 10. **Captions for Convenience:** All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.
- 11. **Binding Effect:** This Agreement shall extend to and be binding upon the Parties and their successors and assigns, and the terms and conditions of this Agreement shall be construed as covenants running with and binding the Lots, and shall be enforceable by any owner of said properties, or any portion thereof, at the time of enforcement.
- 12. **Recording:** This Agreement shall be recorded in the real property records of the Douglas County, Colorado.

[SIGNATURES ON FOLLOWING PAGES]

[REST OF PAGE LEFT INTENTIONALLY BLANK]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ALAMEDA

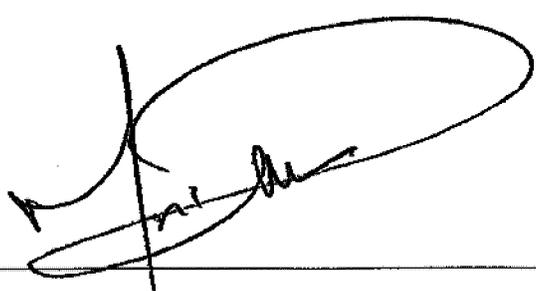
On NOVEMBER 7TH, 2022 before me,

MOIZ DAMANI, Notary Public (here insert name and title of the officer),

personally appeared JOHNNY CHUN HONG LIN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

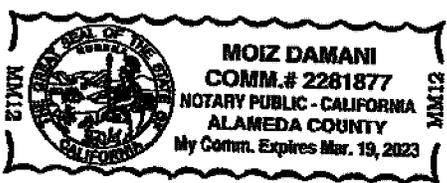
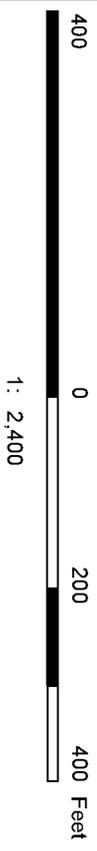
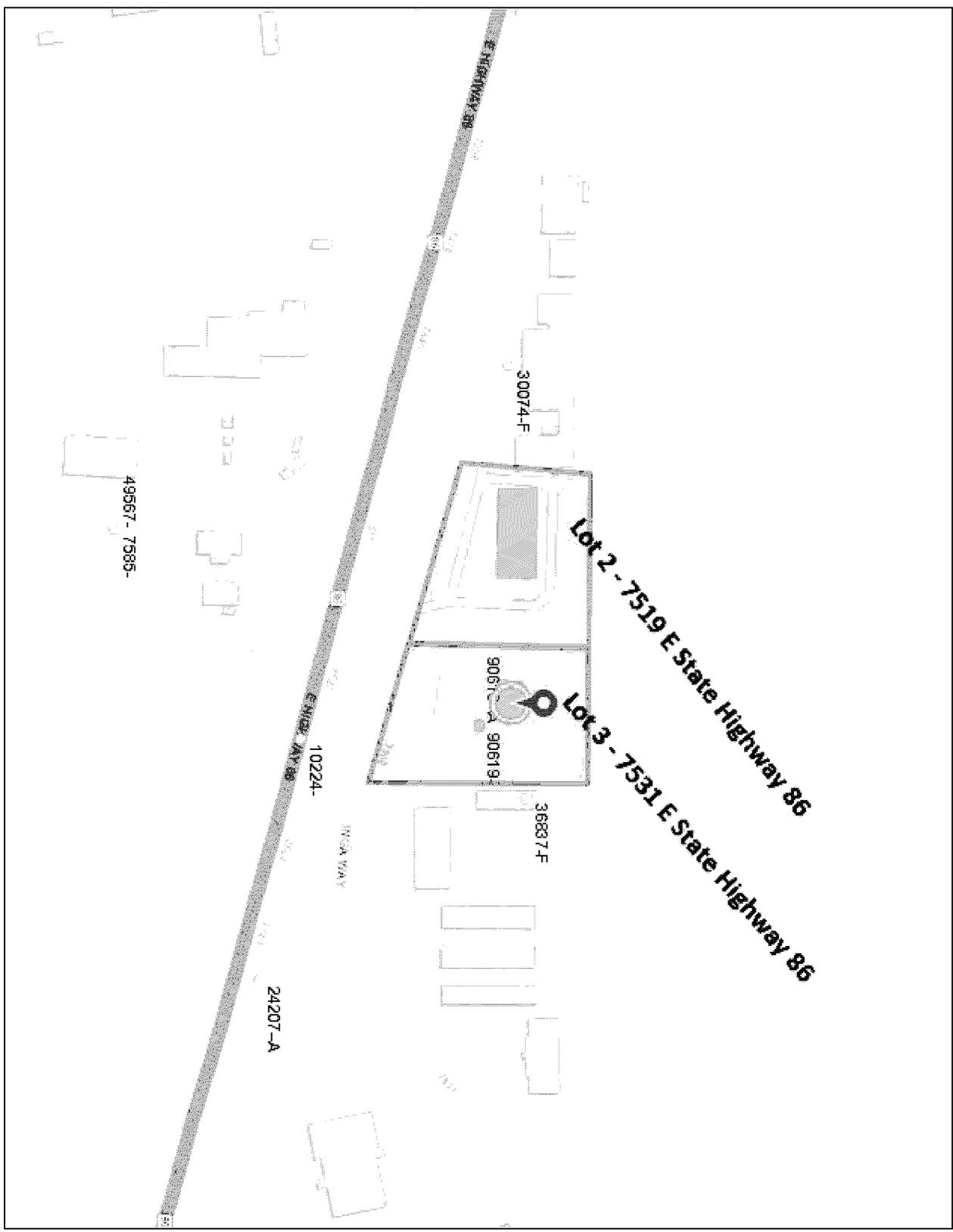




Exhibit A - Lots 2 & 3 - Wentzel Commercial Park



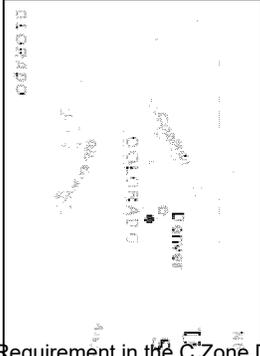
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Date Prepared: 8/25/2022 11:24:13 AM

Legend

- Well Constructed
- County

Location



Notes

Waiver of Central Services Requirement in the C Zone District - Wentzel Commercial Park, Lot 3

Project File: SP2023-103

DISTRICT COURT, WATER DIVISION 1, COLORADO Weld County Courthouse P.O. Box 2038 Greeley, CO 80632	DATE FILED: November 29, 2023 10:06 AM CASE NUMBER: 2023CW3064 ▲ COURT USE ONLY ▲
APPLICATION FOR UNDERGROUND WATER RIGHTS OF ON A LARK PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, Applicant, IN DOUGLAS COUNTY	Case Number: 2023CW3064
FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE, AND JUDGMENT AND DECREE	

A claim for underground water rights was filed in this case on June 6, 2023. All matters contained in the application having been reviewed, such testimony having been taken and evidence presented as was necessary, and being otherwise fully advised in the premises, it is hereby the Findings of Fact, Conclusions of Law, Ruling of the Referee, and Judgment and Decree, as follows:

FINDINGS OF FACT

1. Name and address of Applicant:

On A Lark Properties, LLC
7531 E State Highway 86
Franktown, CO 80116

2. Statements of Opposition: No statements of opposition were filed and the time for filing such statements has expired.

3. Subject Matter Jurisdiction: Timely and adequate notice of the application was published as required by statute, and the Court has jurisdiction over the subject matter of this proceeding and over the parties affected hereby, whether they have appeared or not.

4. Consultation: The Water Referee consulted with the Division Engineer, as required by C.R.S. § 37-92-302(4), on September 19, 2023, and the Division Engineer filed their summary of consultation on September 19, 2023. The amounts herein are consistent with and conform to the values and amounts referenced in the State Engineer's Determinations of Facts dated August 30, 2023.

GROUNDWATER RIGHTS

5. Aquifers and Location of Groundwater: Applicant is granted a decree for rights to groundwater in the nontributary Lower Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying 1.3147 acres generally located in the NE1/4 of the NW1/4 of Section 2, Township 8 South, Range 66 West of the 6th P.M., also known as 7531 E State Highway 86, Franktown, CO, 80116, Lot 3, Wentzel Commercial Park, as shown on **Exhibit A** (“Subject Property”).
6. Well Locations, Pumping Rates, and Annual Amounts: The groundwater may be withdrawn at rates of flow necessary to withdraw the amounts decreed herein. The groundwater will be withdrawn through any number of wells necessary, to be located at any location on the Subject Property. Applicant waives any 600-foot spacing rule for wells located on the Subject Property, but must satisfy C.R.S. § 37-90-137(4), for wells owned by others on adjacent properties. The following average annual amounts are available for withdrawal subject to the Court's retained jurisdiction in this matter and are based on a 100-year withdrawal period.

Aquifer	Saturated Thickness	Annual Amount (acre-feet)	Total Amount (acre-Feet)
Upper Dawson (NNT)	60	0	0
Lower Dawson (NT)	45	0.118	11.8
Denver (NT)	255	0.57	57
Arapahoe (NT)	270	0.603	60.3
Laramie-Fox Hills (NT)	190	0.375	37.5

7. Well Permits: There is one existing exempt commercial well on the Subject Property operating under Well Permit No. 90619-A, completed into the not-nontributary Upper Dawson Aquifer, which will continue operating under its existing permit. Additional well permits will be applied for prior to construction of additional wells.
8. Decreed Uses: The groundwater decreed herein will be used, reused, and successively used for domestic, including in-house use, commercial, irrigation, livestock watering, industrial, fire protection, and augmentation and replacement purposes, including storage, both on and off the Subject Property.
9. Estimated Average Pumping Rate and Well Depths: Wells will withdraw the subject groundwater at rates of flow necessary to withdraw the entire decreed annual amounts of groundwater. The well depths will conform to the locations of the subject aquifers as referenced in the State Engineer's Determination of Facts for each aquifer or actual aquifer characteristics.
10. Final Average Annual Amounts of Withdrawal:

*On A Lark
Ruling and Decree
23CW3064
Page 2 of 8*

- 10.1 Final determination of the applicable average saturated sand thicknesses and resulting average annual amounts available to Applicant will be made pursuant to the retained jurisdiction of this Court, as described in Paragraph 21 below. In the event this decree is not reopened for a further quantitative determination, the findings herein are final and controlling. The Court shall use the acre-foot amounts in Paragraph 6 until a final determination of water rights is made.
- 10.2 The allowed annual amount of groundwater which may be withdrawn through the wells specified above and any additional wells, pursuant to C.R.S. § 37-90-137(10), may exceed the average annual amount of withdrawal, as long as the total volume of water withdrawn through such wells and any additional wells therefor subsequent to the date of this decree does not exceed the product of the number of years since the date of the issuance of any well permits or the date of this decree, whichever is earliest in time, multiplied by the average annual amount of withdrawal, as specified above or as determined pursuant to the retained jurisdiction of the Court. However, amounts set forth in well permits will not be exceeded.

11. Source of Groundwater and Limitations on Consumption:

- 11.1 The groundwater to be withdrawn from the Lower Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers is "nontributary groundwater" as defined in §37-90-103(10.5), C.R.S., and in the Denver Basin Rules, the withdrawal of which will not, within 100 years of continuous withdrawal, deplete the flow of a natural stream, including a natural stream as defined in C.R.S. §§37-82-101(2) and 37-92-102(1)(b), at an annual rate greater than 1/10 of 1% of the annual rate of withdrawal.
- 11.2 Applicant may not consume more than 98% of the annual quantity of water withdrawn from the nontributary aquifers. The relinquishment of 2% of the annual amount of water withdrawn to the stream system, as required by the Denver Basin Rules effective January 1, 1986, may be satisfied by any method selected by the Applicant and satisfactory to the State Engineer, so long as Applicant can demonstrate that an amount equal to 2% of such withdrawals (by volume) has been relinquished to the stream system.
- 11.3 There is unappropriated groundwater available for withdrawal from the subject aquifers beneath the Subject Property, and the vested water rights of others will not be materially injured by such withdrawals as described herein. Withdrawals hereunder are allowed on the basis of an aquifer life of 100 years, assuming no substantial artificial recharge within 100 years. No material injury to vested water rights of others will result from the issuance of permits for the subject wells or the exercise of the rights and limitations specified in this decree.

12. Additional Wells and Well Fields:

*On A Lark
Ruling and Decree
23CW3064
Page 3 of 8*

- 12.1 Applicant may construct additional and replacement wells in order to maintain levels of production, to meet water supply demands or to recover the entire amount of groundwater in the subject aquifers underlying the Subject Property, as described herein. As additional wells are planned, applications shall be filed in accordance with C.R.S. § 37-90-137(10).
 - 12.2 Two or more wells constructed into the aquifer shall be considered a well field. In effecting production of water from such well field, Applicant may produce the entire amount which may be produced hereunder through any combination of wells within the well field.
 - 12.3 In considering applications for permits and for additional wells to withdraw the groundwater, which is the subject of this decree, the State Engineer shall be bound by this decree and shall issue said permits in accordance with provisions of C.R.S. § 37-90-137(4) and (10).
 - 12.4 In the event that the allowed average annual amounts decreed herein are adjusted pursuant to the retained jurisdiction of the Court, Applicant shall obtain permits to reflect such adjusted average annual amounts prior to withdrawing the adjusted amounts. Subsequent permits for any wells herein shall likewise reflect any such adjustment of the average annual amounts decreed herein.
13. Conditions for Well Operation and Construction:

For each well constructed pursuant to this decree, Applicant shall comply with the following conditions:

- 13.1 A totalizing flow meter shall be installed on the well discharge pipe prior to withdrawing any water therefrom and shall be maintained and operational at all times for the life of the well. Applicant shall keep accurate records of all withdrawals by the well, make any calculations necessary, and submit such records to the Water Division 1 Engineer upon request.
- 13.2 The entire length of the open bore hole shall be geophysically surveyed prior to casing and copies of the geophysical log submitted to the Division of Water Resources. Applicant may provide a geophysical log from an adjacent well or test hole, pursuant to Rule 9A of the Statewide Rules and acceptable to the State Engineer, which fully penetrates the aquifer, in satisfaction of the above requirement.
- 13.3 Groundwater production shall be limited to the specific identified aquifer. Plain, unperforated casing must be installed and properly grouted to prevent withdrawal from or intermingling of water from zones other than those for which the well was designed.

*On A Lark
Ruling and Decree
23CW3064
Page 4 of 8*

- 13.4 Each well shall be permanently identified by its permit number, this Water Court Case Number, and the name of the producing aquifer on the above-ground portion of the well casing or on the pump house.
14. Failure of Applicant or successors in interest to comply with the terms of the decree may result in an order of the Division Engineer's office to curtail or eliminate pumping of the well. This decree shall be recorded in the real property records of Douglas County so that a title examination of the property, or any part thereof, shall reveal to all future purchasers the existence of this decree.

CONCLUSIONS OF LAW

15. Full and adequate notice of the application was given, and the Court has jurisdiction over the subject matter and over the parties whether they have appeared or not.
16. The application for a decree confirming Applicant's right to withdraw and use all unappropriated groundwater from the nontributary aquifers beneath the Subject Property as described herein pursuant to C.R.S. § 37-90-137(4), should be granted, subject to the provisions of this decree.
17. The Water Court has jurisdiction over this proceeding pursuant to C.R.S. § 37-90-137(6). This Court concludes as a matter of law that the application herein is one contemplated by law pursuant to C.R.S. § 37-90-137(4). The application for a decree confirming Applicant's right to withdraw and use all unappropriated groundwater from the nontributary aquifers beneath the Subject Property as described herein pursuant to C.R.S. § 37-90-137(4), should be granted, subject to the provisions of this decree. The determination of groundwater rights herein need not include a date of initiation of the withdrawal project. C.R.S. § 37-92-305(11).

JUDGMENT AND DECREE

18. The Findings of Fact and Conclusions of Law set forth above are hereby incorporated into the terms of this Ruling and Decree as if the same were fully set forth herein.
19. Applicant and/or successors may withdraw the subject groundwater herein through wells to be permitted by the State Engineer's Office located anywhere on the Subject Property in the average annual amounts and at the estimated average rates of flow specified herein, subject to the limitations herein and the retained jurisdiction by this Court.
20. The groundwater rights described in the Findings of Fact are hereby approved, confirmed and adjudicated, including and subject to the terms and conditions specified herein. No owners of or persons entitled to use water under a vested water right or decreed conditional water right will be injured or injuriously affected by the pumping of Applicant's groundwater resources as decreed herein.

*On A Lark
Ruling and Decree
23CW3064
Page 5 of 8*

21. Retained Jurisdiction:

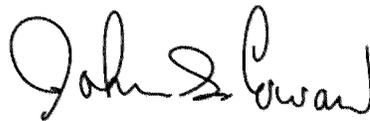
21.1 The Court retains jurisdiction as necessary to adjust the average annual amounts of groundwater available under the Subject Property to conform to actual local aquifer characteristics as determined from adequate information obtained from wells, pursuant to C.R.S. § 37-92-305(11). Within 60 days after completion of any well decreed herein or any test hole(s), Applicant, or any successor in interest to these water rights shall serve copies of such log(s) upon the State Engineer.

21.2 At such time as adequate data is available, any person, including the State Engineer, may invoke the Court's retained jurisdiction to make a Final Determination of Water Right. Within four months of notice that the retained jurisdiction for such purpose has been invoked, the State Engineer shall use the information available to him to make a final determination of water rights findings. The State Engineer shall submit such finding to the Water Court and the Applicant.

21.3 If no protest to such finding is made within 60 days, the Final Determination of Water Rights shall be incorporated into the decree by the Water Court. In the event of a protest, or in the event the State Engineer makes no determination within four months, such final determination shall be made by the Water Court after notice and hearing.

22. The groundwater rights decreed herein are vested property rights appurtenant to the Subject Property and shall remain appurtenant unless expressly severed by conveyance to someone other than the property owner. If any deed for the Subject Property is silent to the conveyance of the water rights decreed herein, it is assumed that the water rights have been conveyed as an appurtenance to the Subject Property, unless all or part of the water rights have been previously severed.

Date: November 7, 2023



John S. Cowan
Water Referee
Water Division One

*On A Lark
Ruling and Decree
23CW3064
Page 6 of 8*

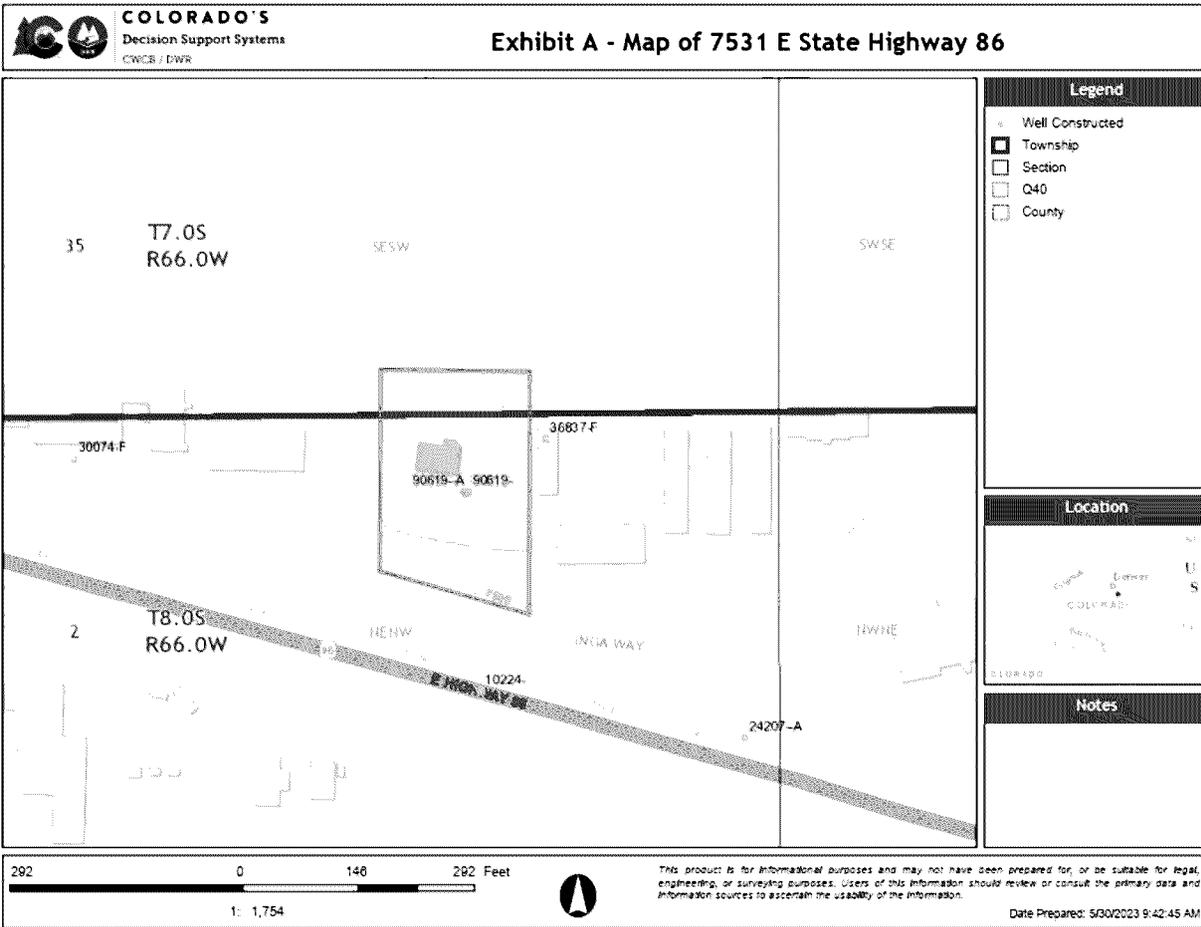
The Court finds that no protest was filed in this matter. The foregoing is confirmed and is made the judgment and decree of this Court.

Date: November 29, 2023

A handwritten signature in black ink that reads "Todd L. Taylor". The signature is written in a cursive style with a horizontal line underneath the name.

Todd L. Taylor
Water Judge
Water Division One

*On A Lark
Ruling and Decree
23CW3064
Page 7 of 8*



On a Lark
23CW3064

EXHIBIT A

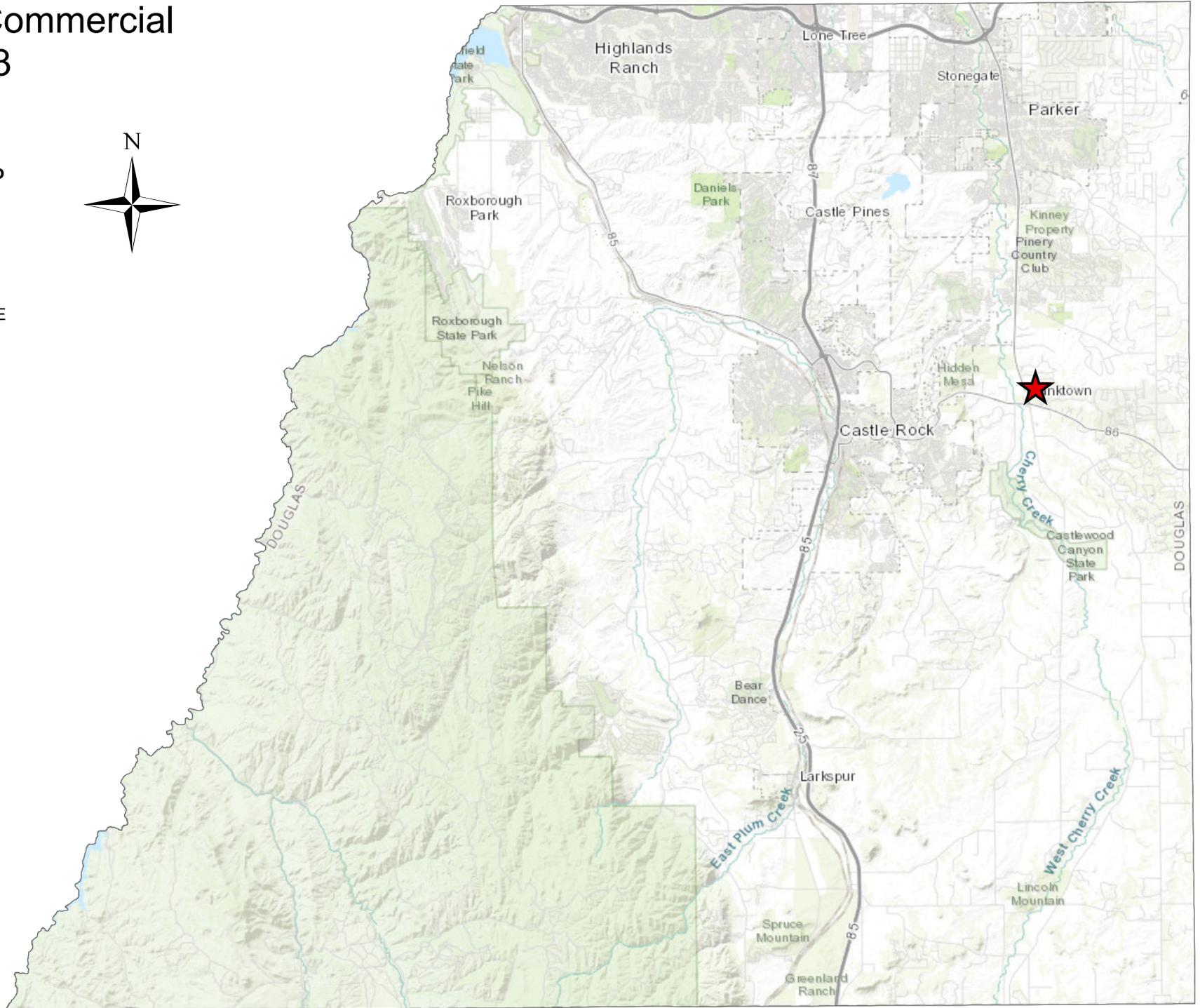
Wentzel Commercial Park, Lot 3

SP2023-103
VICINITY MAP



LEGEND

 PROJECT SITE



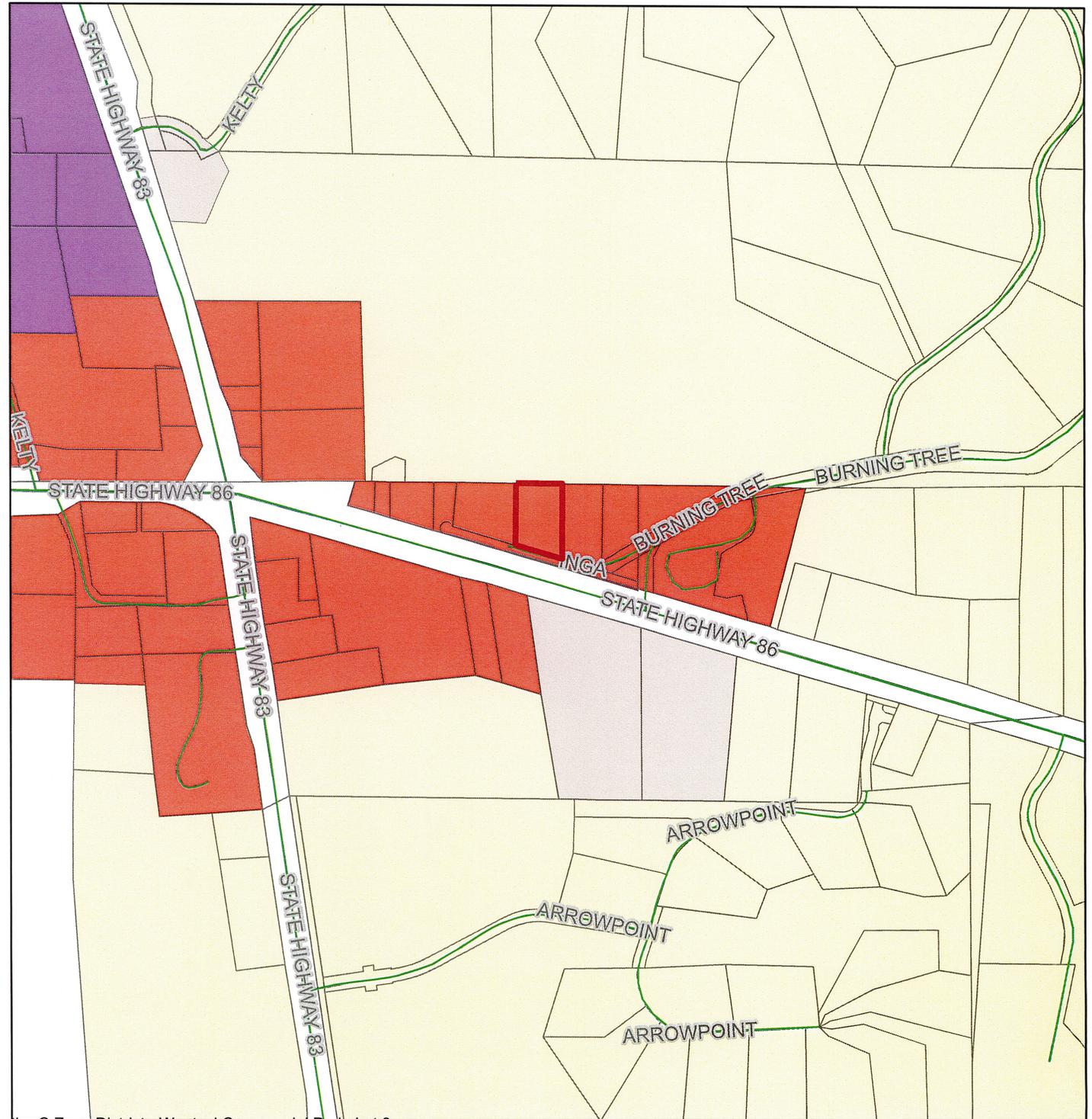
Wentzel Commercial Park, Lot 3

SP2023-103
Zoning Map



LEGEND

- PROJECT SITE
- A1 - AGRICULTURAL ONE
- RR - RURAL RESIDENTIAL
- C - COMMERCIAL
- GI - GENERAL INDUSTRIAL
- PD - PLANNED DEVELOPMENT



Wentzel Commercial Park, Lot 3

SP2023-103
Aerial Map



LEGEND
[Red outline box] PROJECT SITE





January 29, 2024

Eric Pavlinek, Project Planner
Douglas County Community Planning and Sustainable Development
Transmission via email:
epavlinek@douglas.co.us

Re: Wentzel Commercial Park, Lot 3
Project File #: SP2023-103
Part of the NE ¼ of the NW ¼ Section 2, Twp. 8S, Rng. 66W, 6th P.M.
Water Division 1, Water District 8

Dear Eric Pavlinek,

According to the information submitted on January 17, 2024, the Applicant is requesting a Site Improvement Plan (SIP) to establish a brew pub within the existing building and a proposed drive-thru coffee cabin.

This referral does not appear to qualify as a “subdivision” as defined in Section 30-28-101(10)(a), C.R.S. Therefore, pursuant to the State Engineer’s March 4, 2005 and March 11, 2011 memorandums to county planning directors, this office will only perform a cursory review of the referral information and provide informal comments. The comments do not address the adequacy of the water supply plan for this project or the ability of the water supply plan to satisfy any County regulations or requirements. In addition, the comments provided herein cannot be used to guarantee a viable water supply plan or infrastructure, the issuance of a well permit, or physical availability of water.

The referral information indicates the proposed water demand for the brew pub is 0.6511 acre-feet per year. The proposed water source is an existing shared well, permit no. 90619-A and a proposed new well to be constructed in the Denver aquifer pursuant to Division 1 Water Court case no. 23CW3064.

Well permit no. 90619-A was issued on July 10, 2002 to withdraw 0.2 acre-feet per year from the Upper Dawson aquifer for drinking and sanitary purposes inside a commercial business. The well is located on Lot 3, Wentzel Commercial Park subdivision. Permit no. 90619-A was issued on the condition that the well under permit no. 90619 is plugged and abandoned. A Well Abandonment Report was not received for well permit no. 90619, therefore, it is unknown if the original well was plugged. To ensure the original well was plugged, the well owner must submit a Well Abandonment Report (Form GWS-09) which can be found at <https://dwr.colorado.gov/forms>.

The Wentzel Commercial Park subdivision water supply was approved for the shared use of an existing commercial well. Based on the Well Sharing and Easement Agreement, submitted with the referral materials, Lot 3 is allowed to withdraw 0.1 acre-feet per year from the well under permit no. 90619-A and Lot 2 is allowed to withdraw 0.1 acre-feet per year from the well. This office has no objection to the proposal to long as the terms and conditions of permit no. 90619-A are complied with.



The decree in Division 1 Water Court case no. 23CW3064 adjudicated the groundwater in the Lower Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers underlying Lot 3, Wentzel Commercial Park Subdivision, Douglas County. The annual amount for withdraw from the nontributary Denver aquifer in the decree is 0.57 acre-feet per year with the allowed beneficial uses of domestic, including in-house use, commercial, irrigation, livestock watering, industrial, fire protection and augmentation and replacement purposes, including storage. The applicant should be aware the estimated aquifer interval for a well to be constructed in the Denver aquifer underlying the property is between 700 feet and 1420 feet below ground surface. The ability to obtain a well permit, and the allowed uses, will be determined at the time that a well permit application is submitted to and reviewed by the State Engineers Office.

The application materials indicate that a stormwater detention structure will be constructed as a part of this project. The applicant should be aware that unless the structure can meet the requirements of a “storm water detention and infiltration facility” as defined in section 37-92-602(8), C.R.S., the structure may be subject to administration by this office. The applicant should review DWR’s *Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado*, attached, to ensure that the notification, construction and operation of the proposed structure meets statutory and administrative requirements. The Applicant is encouraged to use *Colorado Stormwater Detention and Infiltration Facility Notification Portal* to meet the notification requirements, located at <https://maperture.digitaldataservices.com/gvh/?viewer=cswdif>.

Should you or the applicant have any questions, please contact Ailis Thyne at (303) 866-3581 x8216 or at ailis.thyne@state.co.us.

Sincerely,



Ioana Comaniciu, P.E.
Water Resource Engineer

Ec: File for permit no. 90619-A
Referral no. 31164

February 06, 2024

Eric Pavlinek
100 Third St.
Castle Rock, CO 80104

RE: SP2023-103

Dear Mr. Pavlinek,

Thank you for the opportunity to review and comment on the application for a Site Improvement Plan for the property located at 7531 Hwy 86 in Franktown. Douglas County Health Department (DCHD) staff have reviewed the application for compliance with pertinent environmental and public health regulations. After reviewing the application, DCHD has the following comments:

Public Water System for Retail Food Establishment

Water service is currently supplied by an on-site well (CO DWR Permit #90619-A). This well also serves the property at 7519 E. Hwy 86 through a *Well Sharing Agreement*. An additional well is planned to be permitted and drilled to provide supplemental water for the site's needs.

Systems serving 25 or more persons on average, a minimum of 60 days per year are subject to regulation by the Colorado Department of Public Health and Environment (CDPHE) as a non-community drinking water system. The current water system may already be approved by CDPHE and have a Public Water Supply Identification (PWSID) with CDPHE. If this is the case, no additional action should be required, unless the system will need to be expanded. If the water system is not approved by CDPHE, or if it will need to be expanded, the applicant shall contact the CDPHE Drinking Water Section at (303) 692-3500 or <https://www.colorado.gov/pacific/cdphe/drinking-water> to determine requirements for the drinking water system.

Sewer Service

Sewer service is provided by a septic system or on-site wastewater treatment system (OWTS). An inspection was conducted in 2022, minor repairs were completed, and a Use Permit was then issued. However, it is noted on the Use Permit *"This OWTS meets the minimum criteria for issuance of a Use Permit. Monitor for future failure due to setback encroachments that have occurred since the OWTS was installed."*

The existing OWTS will not meet the sizing demands of the intended commercial use. DCHD would request the property be evaluated for a new OWTS, appropriately sized for the proposed use.

The applicant may contact DCHD at EH@douglas.co.us or (720) 907-4886, regarding requirements for septic evaluations. Instructions for obtaining a septic permit can be found online at DCHD's website at <https://www.douglas.co.us/health-department/septic-system-faqs/>

Food Service Plan Review

Plans for all new and remodeled retail food establishments must be reviewed by DCHD for compliance with Colorado Retail Food Establishment Rules and Regulations and approved by the Department before the start of construction. The applicant shall submit plans for the proposed food establishment to our office at 410 S Wilcox Street, Castle Rock, along with the Plan Review Specification Packet found at <https://www.douglas.co.us/health-department/environmental-health/>. We recommend a review of the plans by DCHD be completed before Douglas County issues a building permit for the construction.

The applicant may call DCHD at our office at (720) 907-4886, regarding requirements for, and scheduling a plan review. Instructions for opening a retail food establishment can be found online at DCHD's website at <https://www.douglas.co.us/health-department/environmental-health/>.

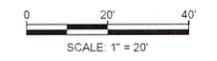
Please contact me at 720-907-4888 or bfreyer@douglas.co.us if you have any questions about our comments.

Sincerely,



Brent Freyer
Environmental Health Specialist I
Douglas County Health Department

Wentzel Commercial Park, Lot 3
 LOCATED IN THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
 1.18 ACRES
 SITE IMPROVEMENT PLAN - SP2023-103



LEGEND

	EXISTING BUILDING
	EXISTING ASPHALT
	EXISTING GRAVEL
	PROPOSED KIOSK
	PROPOSED GRAVEL
	PROPOSED CONCRETE
	PROPOSED LANDSCAPING
	PROPERTY LINE
	RIGHT-OF-WAY
	ADJACENT PROPERTY LINE
	BUILDING SETBACK
	ACCESSIBLE ROUTE
	EXISTING EASEMENT
	PROPOSED EASEMENT
	EXISTING BARBED WIRE FENCE (H=3')
	EXISTING CHAIN LINK FENCE (H=5')



PREPARED FOR:
 On-A Lark Properties, LLC
 7777 Whispering Oak Drive
 Castle Rock, Colorado 80104

SITE PLAN
 Wentzel Commercial Park, Lot 3
 Frantown, Colorado

DATE: 1-12-24
 BY: TEW

REVISIONS:

1.	DC COMMENTS
2.	
3.	
4.	

PROJECT NUMBER: 23008
 ISSUED DATE: 1-12-24
 DESIGNED BY: TEW
 REVIEWED BY: EPT
 SCALE: AS NOTED

Approval Certificate

Engineering	_____	Initials/Date
Planning	_____	Initials/Date
Owner	_____	Initials/Date
Lessee (if applicable)	_____	Initials/Date

SITE PLAN
 2 of 9

CAUTION: NOTICE TO CONTRACTOR
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



BENCHMARK
 ELEVATIONS WERE DERIVED FROM A PROCESSED OPUS SOLUTION AND REPRESENT NAVD88 ELEVATIONS. A SITE BENCHMARK SHALL BE THE NORTHEAST CORNER OF LOT 3, BEING A 5/8" REBAR HAVING AN ELEVATION OF 6221.50'.
BASIS OF BEARING
 BEARINGS ARE BASED UPON THE NORTH LINE OF LOT 3 BETWEEN A SET 5/8" x 18" REBAR WITH A 1-1/4" ORANGE PLASTIC CAP LS #38376 AND A FOUND 5/8" REBAR WITH NO CAP BEARING SOUTH 89°59'58" EAST A DISTANCE OF 184.91 FEET.

Project: SP2023-103, Date: 1/12/24, 11/23/24