



**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, CO
Monday, September 15, 2025, at 6:00 P.M. in the
Fairplay Town Hall, 901 Main St, Fairplay, CO**
[CLICK TO JOIN MEETING BY TEAMS](#)
(ID: 262 553 561 891 8 / Passcode: yi7j6dy9)

- I. 6:00 PM – CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. **CONSENT AGENDA** *(This item is intended to streamline the Board Meeting grouping routine, non-controversial business. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. **APPROVAL OF MEETING MINUTES** for the Regular Meeting of June 2, 2025.
 - B. **APPROVAL OF MEETING MINUTES** for the Regular Meeting of June 16, 2025.
 - C. **APPROVAL OF MEETING MINUTES** for the Special Meeting of June 23, 2025.
 - D. **APPROVAL OF RECONCILIATION** for all Town financial accounts and funds for the month of June 2025.
 - E. **APPROVAL OF CHECK EXPENDITURES** – Paid bills for all Town funds from August 12, 2025, through September 11, 2025, in the amount of **\$63,069.13.**
 - F. **APPROVAL OF EFT EXPENDITURES** – Paid bills for all Town funds from July 1, 2025 to July 31, 2025, in the amount of **\$317,666.53.**
- VI. **CITIZEN COMMENTS** *(This item allows the public to sign up to address the Board on matters that are not already on the agenda. Comments are limited to 5 minutes per person. On advice of counsel, neither the Board nor Staff members will directly respond to comments; instead, the Board will direct Staff to respond and, when necessary, provide a status update to the Board.)*
- VII. **PUBLIC HEARINGS**
 - A. **CONTINUED FROM AUGUST 18, 2025: SPECIAL USE PERMIT – SUP 2025-001:** Should the Board of Trustees for the Town of Fairplay approve an application from Buck Finley for a Special Use Permit (SUP) to allow for Personal Storage (Mini-Storage) Units within the Commercial (C) Zone District and to grant a Variance from Design Requirements of the Fairplay Unified Development Code on the property located at 1171 Bullet Road, Fairplay, CO?
 - B. **CONTINUED FROM JULY 7, 2025 – TO BE CONTINUED TO OCTOBER 6, 2025:** Should the Board of Trustees for the Town of Fairplay approve the adoption of Ordinance No. 3, Series of 2025, entitled “**AN ORDINANCE ADOPTING BY REFERENCE THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, INTERNATIONAL EXISTING BUILDING CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL SWIMMING POOL AND SPA CODE, INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, INTERNATIONAL FIRE CODE, THE 2023 NATIONAL ELECTRICAL CODE, COLORADO FUEL GAS CODE, COLORADO PLUMBING CODE, COLORADO WILDFIRE RESILIENCY CODE, COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE ALL REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, DEMOLITION, CONVERSION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA AND MAINTENANCE OF ALL BUILDINGS OR STRUCTURES, AND BUILDING SERVICE EQUIPMENT; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE OF SEPTEMBER 1, 2025.**”?
 - C. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Ordinance No. 5, Series of 2025, entitled “**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AMENDING THE FAIRPLAY MUNICIPAL CODE CHAPTER 13 REGARDING PAYMENTS.**”?
- VIII. **NEW BUSINESS**
 - A. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 27, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO APPROVING A VARIANCE FROM PARKING LOT AND LANDSCAPING IMPROVEMENT STANDARDS FOR HIGHSIDE BREWING, LLC., WITH CONDITIONS.**”?
 - B. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 28, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO APPROVING A SPECIAL USE PERMIT FOR A COMMUNITY BUILDING AND A VARIANCE FROM DRIVEWAY DESIGN STANDARDS FOR SOUTH PARK FOOD BANK, WITH CONDITIONS.**”?
 - C. **FIRST READING** – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 29, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AGREEMENT WITH KUTAK ROCK FOR BOND COUNSEL SERVICES.**”?
- IX. **OLD BUSINESS**
 - A. **FIRST READING** – Should the Board of Trustees of the Town of Fairplay approve the adoption of Resolution No. 30, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE SUBMISSION OF A FULL APPLICATION TO THE LAND BANKING PROGRAM.**”?
- X. **STAFF AND BOARD OF TRUSTEE REPORTS**
- XI. **EXECUTIVE SESSION** under C.R.S. §§ 24-6-402(4)(b) and (f) to receive legal advice and to discuss personnel matters related to Chief of Police and Officer James Deschryver, the subject officer in an internal affairs investigation.
- XII. **RECONVENE REGULAR MEETING AND ADJOURNMENT.**
- XIII.

Upcoming Meetings / Events

Fairplay Board of Trustees Regular Meeting & Budget Work Session	September 15, 2025
Fairplay Fall Festival	September 20, 2025
Fairplay Board of Trustees Extra Work Session on Employee Pay, Benefits and Special Events	September 22, 2025
Fairplay Board of Trustees Regular Meeting & Budget Work Session	October 6, 2025
Fairplay Board of Trustees Regular Meeting & Submission of Proposed 2026 Budget	October 20, 2025
Fairplay Board of Trustees Regular Meeting & 1st Public Hearing on Amended/Proposed Budgets	November 3, 2025
Fairplay Board of Trustees Regular Meeting & 2nd Public Hearing on Amended/Proposed Budgets	November 17, 2025
Fairplay Board of Trustees Regular Meeting & Final Public Hearing on Amended/Proposed Budgets	December 1, 2025



**OFFICIAL MINUTES
REGULAR BOARD MEETING
JUNE 2, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

5:00 PM – WORK SESSION REGARDING COLORADO HOUSING AND FINANCE AUTHORITY LAND BANKING PROGRAM.

I. REGULAR MEETING – CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, June 2, 2025, at 6:00 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. PLEDGE OF ALLEGIANCE

Mayor Just led the pledge of allegiance.

III. ROLL CALL

BOARD MEMBERS PRESENT: Mayor Frank Just, Mayor Pro Tem Ray Douglas, Trustee Courtney Avery, Trustee Josh Voorhis and Trustee Baum (via phone/TEAMS).

BOARD MEMBERS ABSENT:

STAFF IN ATTENDANCE: Town Administrator Janell Sciacca, Town Attorney Joe Rivera, and Chief of Police Jeff Worley (TEAMS) and Contract Engineer Ken Hardesty (TEAMS).

IV. APPROVAL OF AGENDA

MOTION to approve the agenda as presented was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas.

- Roll call vote: Unanimous approval.

V. CONSENT AGENDA

A. APPROVAL OF EXPENDITURES – Paid bills for all Town funds from May 16, 2025, through May 28, 2025, in the amount of **\$58,479.02**.

MOTION to approve the Consent Agenda as presented with the expenditures as stated was made by Mayor Pro Tem Douglas and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval.

VI. CITIZENS COMMENTS – None.

VII. NEW BUSINESS

A. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 16, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, FOR ACCEPTANCE OF THE BEAVER CREEK WATER PLANT INFILTRATION GALLERY IMPROVEMENT PROJECT.**”?

Town Administrator Sciacca reported the purpose of the resolution was to finalize and close out the SRF loan and was required by CDPHE allowing for the final reimbursement. She added that the final DOLA reimbursement had already been processed and that grant closed out.

MOTION to approve adoption of Resolution No. 16, Series of 2025 as presented was made by Trustee Voorhis and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

B. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 17, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, ELECTING TO BECOME A MEMBER OF THE COLORADO RETIREMENT ASSOCIATION.**”?

Town Administrator Sciacca reviewed the Staff Report and provided the following points regarding the move from Mission Square to Colorado Retirement Association (CRA):

- a. Vesting occurs faster with CRA, with 20% vesting per year accruing monthly.
- b. Employees 55 or older would automatically be vested.
- c. Added eligibility of transferring employment credit to and from other CRA program employers.
- d. The Town guaranteed match remained at 3%, but employees were offered an additional 2% based on a one-to-one match when the employee contributes to the 457 deferred plan.
- e. CRA offers more investment options and added control for employees.

Trustee Baum inquired about administration costs and Sciacca replied these would be less with CRA. Baum questioned giving up some control of vesting. Sciacca replied vesting was still required but just occurred faster and would allow an employee opportunity to take their funds with them or bring them to the Town when transferring to or coming from another employer in the CRA plan.

MOTION to approve adoption of Resolution No. 17, Series of 2026 as presented was made by Trustee Avery and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval. (*Baum did not voice a vote*)

MOTION to issue a 60-day notice of plan termination to Mission Square was made by Mayor Pro Tem Douglas and seconded by Trustee Voorhis.

- Roll call vote: Unanimous approval. (*Baum did not voice a vote*)

C. Should the Board of Trustees for the Town of Fairplay, Colorado approve adoption of a Sabbatical Leave Policy for the Town of Fairplay's Police Officers?

Town Attorney Rivera presented and led discussions. The following were key decisions and discussion points:

- a. Sabbatical leave will be for four consecutive work periods (essentially four weeks).
- b. Eligibility requires three years of full-time service as a police officer for the town.
- c. The police chief does not have authority to expand eligibility without Board authorization.
- d. The leave will be treated as part of the officer's leave bank rather than as a special duty to avoid potential liability issues for the town.
- e. Officers must use the sabbatical leave within a reasonable timeframe after becoming eligible.
- f. The sabbatical leave has no cash value and cannot be banked indefinitely.
- g. Officers become eligible for another sabbatical three years after returning from their previous one.
- h. In case of emergency where sabbatical leave is cut short, the Board will decide how to handle the return to sabbatical leave based on a case-by-case basis.

Town Attorney Rivera thanked everyone for the discussions and input and then provided a motion for adoption.

MOTION to approve adoption of the Police Department Sabbatical Leave Policy as modified with the Board to be provided a report on implementation after one officer uses the sabbatical was made by Trustee Baum and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

D. Should the Board of Trustees for the Town of Fairplay, Colorado approve the purchase of real property adjacent to the Town's Water Plant, 1582 Beaver Creek Road and TBD Beaver Creek Road, Fairplay, CO 80440 AKA county parcel ID R0048989 and R0048990?

Town Attorney Rivera presented reminding that the property consists of two parcels totaling over 50 acres (one approximately 35-40 acres, the other 15 acres) and advised the seller countered the Town's initial offer of \$350,000 with \$500,000, including water rights valued at \$70,000. Following discussion, the Board generally agreed to make a counteroffer of \$430,000 for both parcels and water rights even though the water rights were not crucial to the purchase.

MOTION to approve a one-time counteroffer of \$430,000 for the parcels and water rights as discussed was made by Trustee Voorhis and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

Town Attorney reminded that the Board previously approved the Mayor signing the real estate agreement and Amy Caniglia stated she would prepare the necessary documents and transmit them the following day.

VIII. STAFF AND BOARD OF TRUSTEE REPORTS

Ken Hardesty provided updates on water system matters. He reported he was working with Staff to update the Water Loss/Production Report, Neptune had offered a 10-meter pilot program, a spike in iron was detected in the pipeline from the

gallery, potentially due to pipeline erosion and Staff was flushing the line while investigating solutions; and Staff recently toured the Upper Blue Sanitation system.

Town Administrator Sciacca provided updates on issuance of a noise permit for the fair, the 501 Main insurance claim that was pending, vandalism occurring in the River Park, CDOT's plans to change the speed limit on US 285 to 45 from the bridge to Platte Drive, and that overall the citations issued were being paid and there had only been a few violators calling to contest them.

Trustee Voorhis thanked Chief Worley for his department and staff's handling of a vandalism incident at his house.

Mayor Pro Tem Douglas reported on the CML spring conference he attended and suggested Staff pick up cones and signage that had blown down the hill near Fairplay Heights.

IX. ADJOURNMENT.

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:41 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk



**OFFICIAL MINUTES
REGULAR BOARD MEETING
JUNE 16, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

I. REGULAR MEETING – CALL TO ORDER

A Regular Meeting of the Fairplay Board of Trustees was called to order on Monday, June 16, 2025, at 6:00 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. PLEDGE OF ALLEGIANCE

Mayor Just led the pledge of allegiance.

III. ROLL CALL

BOARD MEMBERS PRESENT: Mayor Frank Just, Mayor Pro Tem Ray Douglas, Trustee Courtney Avery, Trustee Josh Voorhis and Trustee Baum.

BOARD MEMBERS ABSENT:

STAFF IN ATTENDANCE: Town Administrator Janell Sciacca, Town Attorney Joe Rivera, and Town Planner Scot Hunn.

IV. APPROVAL OF AGENDA

MOTION to approve the agenda as presented was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas.

- Roll call vote: Unanimous approval.

V. CONSENT AGENDA

A. APPROVAL OF PRIOR MEETING MINUTES – May 5, 2025 Regular Meeting.

B. APPROVAL OF CHECK EXPENDITURES – Paid bills for all Town funds from May 29, 2025, through June 12, 2025 in the amount of \$207,794.03.

C. APPROVAL OF EFT EXPENDITURES for all Town funds for May 1, 2025 through May 31, 2025, in the amount of \$185,972.28.

D. APPROVAL OF RECONCILIATION for all Town financial accounts and funds for the month of April, 2025.

Town Administrator noted the additional financial report detailing EFT expenditures which were now available with the switch to US Bank as well as the inclusion of the monthly reconciliation. She advised these would be normal reports. Trustee Baum inquired about the FSD annual interest payment and Sciacca replied that it was the one of two annual interest payments for the Sanitation District acquisition loan and the much larger annual payment would come later in the year.

MOTION to approve the Consent Agenda as presented with the expenditures as stated and the minutes as written was made by Trustee Baum and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

VI. PRESENTATIONS, PROCLAMATIONS & UPDATES

A. Update from Xcel Energy Area Manager Blair McGary

Blair McGary appeared and reported the recent pole replacement project on May 28, 2025 was completed in 6-hour. She thanked Town Staff for coordination, communication, and traffic light power support and reported that overall, the project went smooth aside from grocery store backup power miscommunication. McGary reported that substation upgrades were ongoing for improved resilience. She also explained Xcel's *Enhanced Power Safety Settings (EPSS)* program where lines were shut off automatically during high wildfire risk conditions as well as Public Safety shutoffs and encouraged residents to prepare. The Board thanked McGary for the improvement in partnership and communication.

VII. NEW BUSINESS

A. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 18, Series of 2025, entitled “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM**”

(PIIP) AGREEMENT BETWEEN THE TOWN AND CHERYL SLAVEN FOR THE 491 FRONT STREET EXTERIOR PAINTING AND TRIM PROJECT.”?

Town Administrator Sciacca presented noting that the applicant could not attend due to a schedule conflict. The Board expressed their position that the applicant appears but agreed and acknowledged the visible benefits of the project. They requested that applicants appear in person or online for all future requests. They also asked that this applicant provide photos demonstrating the work completed.

MOTION to approve the adoption of Resolution No. 18. Series of 2025 approving a PIIP Agreement for the 491 Front Street painting and staining project as presented was made by Mayor Pro Tem Douglas and seconded by Trustee Avery.

- Roll call vote: Unanimous approval.

B. FIRST READING – Should the Board Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 19, Series of 2025, entitled “A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE LAND BANKING PROGRAM.”?

Town Attorney presented and reported that all application costs were to be covered by FP Land and the resolution is only first step; the Town may walk away later. Town Planner Hunn advised that the project is not yet “shovel ready” and that final plans, engineering, and conditions of approval were still required for finalization. Following discussion on process and Town requirements, Crozier confirmed potential developers are reviewing the project as currently approved. The Board stressed that if significant changes are proposed later, timing and process must be factored in and both Steve Crozier and Tanner Crawley acknowledged the Board’s position. Clarification was provided that submission of the application places the Town under no binding obligation; commitments would only occur after due diligence and execution of loan and purchase contracts.

MOTION to approve the adoption of Resolution No. 19. Series of 2025, approving submission of and application for the Land Banking Program as presented was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas.

- Roll call vote: Unanimous approval.

C. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 20, Series of 2025, entitled “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING AN AGREEMENT WITH TERRAGENESIS, LLC FOR DEWATERING, TRANSPORTATION AND LAND APPLICATION SERVICES FOR BIOSOLIDS.”?

Town Administrator Sciacca reported that the proposal received from Terra Genesis came in at \$91,000 quote, \$240 per dry ton. Denali also provided a competing quote which came in significantly higher at \$150,000 so Staff was recommending awarding the agreement to Terra Genesis. The Board questioned the “dry ton” definition and associated costs and requested clarification. The item was postponed for clarification.

D. Should the Board of Trustees for the Town of Fairplay, Colorado approve the purchase of real property adjacent to the Town’s Water Plant, 1582 Beaver Creek Road and TBD Beaver Creek Road, Fairplay, CO 80440 AKA county parcel ID R0048989 and R0048990.

Town Attorney Rivera reported that the seller countered the Town’s \$430,000 offer with \$475,000. The Board debated whether additional \$45,000 was justified given long-term Town interests vs. property’s limited development potential since one parcel was landlocked, the other was potentially not eligible for a well due to size restrictions, and there was minimal value of the water rights. Following additional discussion, the Board’s consensus was that there would be no counteroffer and the Town’s prior offer of \$430,000 was its final offer.

VIII. STAFF AND BOARD OF TRUSTEE REPORTS

Town Attorney Rivera provided a reminder to the Board of their obligations under Open Meetings Law stating that any meeting of three or more members (including group emails or “reply all”) constituted a public meeting and required noticing. He advised that social events, parades, conferences, or gatherings of three or more could also require public notice depending on circumstances and Town code. He advised that Trustees avoid discussing quasi-judicial matters (e.g., land use applications) outside of formal meetings and advised that violations could result in penalties.

Town Planner Hunn reviewed status of development applications including three minor subdivisions, an exemption plat, a variance (Highside Brewing), and a special use permit for South Park Food Bank and noted a draft RFP for UDC (Unified Development Code) update had been completed and provided to Sciacca.

Town Administrator Sciacca highlighted several upcoming events including the CML Conference and Park County Fair. Sciacca also reported the Town was recommended by Senators Hickenlooper and Bennet for a Congressionally Directed Spending grant

to build a station for the Police Department while another DOLA and JAG grant were unsuccessful, and Staff would be submitting an SRF application for the meter replacement project. Sciacca reported that two quotes for reroofing 501 Main were received ranging from \$157K–\$250K and that insurance may not cover the damage due to disputed hail damage timing, but she was continuing to try and locate any records the County may have on the building that would indicate there was or was no prior damage. Sciacca also reported that Staff received a request from Barrie Stimson for a Work Session to discuss the Town’s inclusionary housing ordinance and the Board decided on July 14.

Trustee Voorhis reported that Tim Medlin and the Public Works Department went above and beyond to help the USFS fix several leaks at their shop up in the Heights, and unfortunately further repairs were required but under current circumstances were not an option. He also thanked the Town for taking in tires for recycling that had been dumped in the forest. Voorhis also thanked the Police Department for responding to, dealing with and talking him down following egging events at his residence and then unfortunately the 3 young men who performed the egging were involved in an accident later that night and totaled their vehicle when it rolled over. He stated that thankfully none of them were seriously injured. He also thanked staff for working with Dollar General to clean up trash and reported he may be gone for the July 7 meeting for a family trip.

Trustee Douglas expressed appreciation for the work of the Police Department and their advocating for AVIS speed enforcement. He voiced his extreme support for anything that could be done to slow drivers down and keep them from injuring pedestrians or causing accidents.

Mayor Just reported he was approached by several residents who were against the AVIS enforcement citing their rights were being violated, and his response was similar to that of Douglas and added that if you don’t speed you have nothing to worry about. The entire Board echoed general support for the efforts and felt those complaining needed to get involved and attend meetings if they felt that strong.

IX. ADJOURNMENT.

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 7:50 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk



**OFFICIAL MINUTES
SEPCIAL BOARD MEETING
JUNE 23, 2025
901 MAIN STREET, FAIRPLAY, CO 80440**

I. SPECIAL MEETING – CALL TO ORDER

A Special Meeting of the Fairplay Board of Trustees was called to order on Monday, June 23, 2025, at 6:04 PM at Town Hall, 901 Main Street, Fairplay, CO, having previously been posted in accordance with Colorado Open Meetings law.

II. PLEDGE OF ALLEGIANCE

Mayor Just led the pledge of allegiance.

III. ROLL CALL

BOARD MEMBERS PRESENT: Mayor Frank Just, Mayor Pro Tem Ray Douglas, Trustee Courtney Avery, Trustee Josh Voorhis and Trustee Baum.

BOARD MEMBERS ABSENT:

STAFF IN ATTENDANCE: Town Administrator Janell Sciacca and Town Attorney Joe Rivera.

IV. NEW BUSINESS

- A.** Should the Board of Trustees for the Town of Fairplay, Colorado approve the purchase of real property adjacent to the Town's Water Plant, 1582 Beaver Creek Road and TBD Beaver Creek Road, Fairplay, CO 80440 AKA county parcel ID R0048989 and R0048990, and the purchase of 10 water stock certificates?

Town Attorney Rivera provided a history offers reminding that the Board's last offer was countered so no binding offer was on the table, just a verbal agreement at \$430,000 for both lots and the water rights. Mayor Just confirmed the Board's agreement and offer at \$430,000 with \$360,000 allocated for the land and \$70,00 for the water rights. Town Attorney Rivera proposed that the Town consider separating out the land from the water based on a preliminary discussion with the Water Attorney and his preference for a separate contract. Following additional discussion, the Board generally agreed the financing structure be flexible as long as the total price remained at \$430,000. Town Administrator Sciacca read an email from Town Attorney Matt Poznanovic highlighting he had no issue with the parcels being under one contract and recommended conveyance of the water certificates by assignment and special deed. Amy Caniglia, Town's agent, clarified that the Town was purchasing water stock certificates and not deeded water rights and there were no wells on either property. Town Attorney Rivera noted that Poznanovic requested pushing of the water rights examination due diligence deadline and typically needed 30 days for this and the Board agreed to extend the deadline by 30 days if the seller also agreed. Sciacca noted possible financing with TBK Bank and discussions ensued on whether to finance the full \$430,000 or split the financing. Mayor Just suggested financing \$360,000 and paying \$70,000 cash for the water certificates. The entire Board generally agreed to this approach. Caniglia confirmed that \$5,000 in earnest money would need to be deposited and held in escrow, closing fees would be around \$300 and the real estate commission would be paid by the seller.

MOTION to authorize the Mayor to sign a proposed contract to purchase real property adjacent to the town's water plant, for \$430,000, \$360,000 allocated to the real property, and \$70,000 allocated to the water certificates in a form approved by the Town Attorney to also include a \$5,000 earnest deposit was made by Trustee Voorhis and seconded by Mayor Pro Tem Douglas.

- Roll call vote: Unanimous approval.

V. STAFF AND BOARD OF TRUSTEE REPORTS – None.

VI. ADJOURNMENT.

There being no further business before the Fairplay Board of Trustees, Mayor Just declared the meeting adjourned at 6:21 PM.

BOARD OF TRUSTEES, FAIRPLAY, COLORADO

ATTEST:

Frank Just, Mayor

Janell Sciacca, Town Clerk

Bank Account Name	Bank Account Ending	Caselle Account Number	Caselle Name	GL Account	06/30/2025 Prelim GL Balance	06/30/2025 Bank Balance	Prelim. Variance	06/30/2025 Final GL Balance	06/30/2025 Bank Balance
TBK - TOF - SAVINGS - STREET CUT ESCROW	x8210	7	TBK - Street Cut	10-1005	23,026.28	23,032.02	5.74	23,032.02	23,032.02
TBK - TOF - DDA - MMDA- DEPOSIT ACCT	1640293403	11	TBK MM DEPOSIT ACCT	01-1040	60,929.88	72,138.72	11,208.84	81,463.88	72,138.72
TBK - TOF - DDA - DISBURSEMENT ACCT	1640293402	12	TBK DISBURSEMENT ACCT	01-1030	4,107.26	10,883.45	6,776.19	(4,402.23)	10,883.45
Xpress - Deposit Account	X10437	14	XPRESS BILL PAY DEPOSIT ACCT	01-1050	78,612.85	19,318.99	(59,293.86)	38,612.85	19,318.99
TBK - TOF - Shadow MM (Deposit)	xxxx1113	15	TBK-DEPOSIT ACCT-SHADOW	01-1041	-	-	-	-	-
TBK - TOF - Shadow DDA (Disbursement)	xxxx1111	16	TBK-DISBURSEMENT-SHADOW	01-1031	-	-	-	-	-
TBK - TOF - Shadow DDA (Square)	xxxx1115	17	TBK-SQUARE-SHADOW	01-1061	-	-	-	-	-
TBK - TOF - DDA - SQUARE CREDIT CARD	XXXX3404	18	TBK BANK - SQUARE ACCT	01-1060	-	-	-	-	-
CSAFE - TOF - CONSERVATION	Done	19	CSAFE - CONSERVATION TRUST	20-1003	2,059.77	2,067.01	7.24	2,067.01	2,067.01
CSAFE - TOF - DEBT RETIRE	x62-02	20	CSAFE - DEBT RETIRE	51-1005	28,576.88	28,678.34	101.46	28,678.34	28,678.34
ZIONS BANK - TOF 2018 Debt Svc Reserve	2736500	21	ZION'S BANK - LOAN RESERVE	51-1004	369,021.25	370,255.79	1,234.54	370,255.79	370,255.79
COLOTRUST - General 1640	x1640	22	COLO TRUST - GENERAL	10-1003	3,044,900.14	2,554,418.28	(490,481.86)	2,554,418.28	2,554,418.28
COLOTRUST - WATER FUND	x2330	23	COLO TRUST - WATER FUND	51-1003	925,882.28	929,092.74	3,210.46	929,092.74	929,092.74
US BANK - TOWN OF FAIRPLAY - CORP CHECKING	X-XXX-XXX-0542	24	US BANK - CHECKING ACCT	01-1062	39,557.71	227,195.58	187,637.87	203,898.82	227,195.58
PATHPOINT - ONLINE PAYMENTS		25	PATHPOINT ACCT	01-1063	39,557.71	227,195.58	187,637.87	5,578.00	5,578.00

Prepared by: Angelica Jauregui, Accounting Consultant, Plante Moran

Reviewed by: Janelle Sciacca, Town Administrator/Clerk, Town of Fairplay

Signature

9/10/2025

Report Criteria:

Detail report type printed

Check.Type = "Calculated","Void"

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
08/28/2025	30254	Caselle, Inc	Software Support Sept. 20	1	08/01/2025	2,102.00	105060
Total 334:						2,102.00	
08/20/2025	21237	Cash	Petty Cash TGIF August C	1	08/20/2025	1,050.00	101002
Total 340:						1,050.00	
08/20/2025	21242	O'Rourke Media Group, LL	Finley Public Notice	1	08/06/2025	8.43	105107
08/20/2025	21242		SP FOOD BANK NOTICE	1	08/06/2025	11.35	106125
Total 868:						19.78	
08/20/2025	21244	Ferrellgas	1800 beaver creek road ap	1	08/01/2025	577.23	517495
Total 916:						577.23	
08/28/2025	30263	Mountain States Lighting	Street Lights and Poles	1	07/25/2025	10,923.75	105640
Total 1402:						10,923.75	
08/28/2025	30266	Postal Pros Southwest, Inc	July Utility Billing	1	07/31/2025	340.39	517218
08/28/2025	30266		July 2025 Utility Billing	1	07/31/2025	138.95	517218
08/28/2025	30266		Annoouncements with utility	1	07/31/2025	138.95	517218
Total 1699:						618.29	
08/28/2025	30269	Utility Notification Center	locates	1	02/28/2025	32.38	517455
Total 2194:						32.38	
08/28/2025	30272	Xcel Energy	501 Main Street	1	08/19/2025	659.80	105195
08/28/2025	30272		901 1/2 Town Sign	1	08/19/2025	32.58	105640
Total 2296:						692.38	
08/28/2025	30260	KONICA MINOLTA BUSIN	Town Hall copier	1	07/31/2025	151.90	105032
08/28/2025	30260		Events Copies-Burro Days	2	07/31/2025	51.26	105162
08/28/2025	30260		PUBLIC WORKS COPIER	3	07/31/2025	25.64	105630
08/28/2025	30260		Events Copies-4th of July	4	07/31/2025	25.64	105171
08/28/2025	30260		pd copier	5	07/31/2025	20.77	105465
Total 2448:						275.21	
08/20/2025	21239	Family Support Registry	15890460	1	08/20/2025	285.69	102265
Total 2456:						285.69	
08/28/2025	30264	NAPA Auto Parts	2024 Tahoe Oil Change	1	07/31/2025	58.50	105420
08/28/2025	30264		PD Unit 124 Oil Change	2	07/31/2025	88.68	105420
08/28/2025	30264		Battery for Water Pump Tru	3	07/31/2025	132.99	105625
08/28/2025	30264		PW Shop Vehicle Windshie	4	07/31/2025	25.74	105630
08/28/2025	30264		Ice Blade for PD unit 214	5	07/31/2025	17.17	105420

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
08/28/2025	30264		PW Tire Changing Parts	6	07/31/2025	112.59	105630
08/28/2025	30264		Transit Bus Maint	7	07/31/2025	17.33	105260
08/28/2025	30264		PD Brake Rotator Replace	8	07/31/2025	243.98	105420
08/28/2025	30264		PW Shop Tools Wrench	9	07/31/2025	35.12	105630
08/28/2025	30264		PD Oil Filters Unit 992	10	07/31/2025	40.01	105420
08/28/2025	30264		PD Brake and Rotor Repla	11	07/31/2025	118.00	105420
08/28/2025	30264		PW Shop Supplies Brake	12	07/31/2025	10.98	105630
08/28/2025	30264		Weedeater Maint. Spark Pl	13	07/31/2025	11.15	105625
08/28/2025	30264		PW Starting Fluid	14	07/31/2025	9.98	105625
08/28/2025	30264		PW Backhoe Repair Parts	15	07/31/2025	76.97	105625
08/28/2025	30264		PW Oil & Filters Fleet Truc	16	07/31/2025	125.86	105625
08/28/2025	30264		PW Skid Steer Battery cabl	17	07/31/2025	83.40	105625
Total 2608:						1,208.45	
08/28/2025	30255	CenturyLink	Water Plant	1	08/19/2025	82.72	105645
Total 2614:						82.72	
08/28/2025	30261	Mark Kelly Electric	PIIP Agreement - Mark Kell	1	08/26/2025	1,142.00	105185
Total 2749:						1,142.00	
08/28/2025	30256	CHAFFEE COUNTY APEX	Public Works Trash Service	1	08/15/2025	298.84	105650
08/28/2025	30256		Waste Water Trash	2	08/15/2025	98.90	517680
Total 2801:						397.74	
08/28/2025	30252	Bullock, Scott	Burro Days art for Marketin	1	08/18/2025	500.00	105162
Total 2825:						500.00	
08/28/2025	30259	Heart of the Rockies Radio	Radio Adds for 4th of July	1	08/15/2025	122.50	105171
08/28/2025	30259		Burro days radio ads	2	08/15/2025	772.50	105162
Total 2836:						895.00	
08/28/2025	30257	Colorado Analytical Lab	Drinking Water Testing	1	07/28/2025	54.00	517475
08/28/2025	30257		Drinking Water Testing	1	08/20/2025	1,486.00	517475
08/28/2025	30257		Drinking Water Required T	1	08/07/2025	78.00	517475
08/28/2025	30257		Drinking Water Required T	1	08/25/2025	54.00	517475
Total 2864:						1,672.00	
08/28/2025	30270	Water Technology Group	Waste Water Pump	1	07/24/2025	21,693.31	517655
Total 2884:						21,693.31	
08/28/2025	30265	Phoenix Technology Group	Admin Managed IT Service	1	08/25/2025	1,503.15	105060
08/28/2025	30265		PD IT Sept 2025	2	08/25/2025	1,503.15	105465
08/28/2025	30265		PW IT Sept 2025	3	08/25/2025	774.35	105645
08/28/2025	30265		UTILITIES IT Sept 2025	4	08/25/2025	774.35	517206
Total 3580:						4,555.00	
08/28/2025	30271	Wear Parts & Equipment	PW Backhoe Bolts & Cuttin	1	07/31/2025	401.99	105625

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Detail report type printed
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07/15/2025	711251	FPPA	7/11/25 PR	1	07/11/2025	8,197.35	102260
07/25/2025	725251		7/25/25 PR	1	07/25/2025	7,503.58	102260
Total 940:						15,700.93	
07/10/2025	710251	WEX Bank	6/30/25 Billing	4	06/30/2025	694.46	105415
07/10/2025	710251		6/30/25 Billing	5	06/30/2025	45.00	105615
07/10/2025	710251		6/30/25 Billing	6	06/30/2025	45.00	517244
Total 2785:						784.46	
07/17/2025	717253	SGM	General Engineering	3	07/25/2023	1,035.50	105105
07/17/2025	717256		Bill Back-Beck Minor Sub	2	06/18/2025	436.00	105107
07/17/2025	717254		River Park Trail Grant	2	06/18/2025	12,151.75	105886
07/17/2025	717257		General Engineering-Phar	2	06/18/2025	218.00	105105
07/17/2025	717258		Bill Back-Marval Annexatio	2	06/18/2025	490.50	105107
07/17/2025	717259		General Engineering-CDO	2	06/18/2025	109.00	105105
07/17/2025	717255		Bill Back-Stoinski Ex Plat	2	06/18/2025	327.50	105107
Total 3272:						14,768.25	
07/08/2025	708252	Warm Springs Consulting	June 25 Water ORC Fees	2	07/02/2025	4,500.00	517417
07/08/2025	708253		June 25 WWTP ORC Fees	3	07/02/2025	5,000.00	517627
07/14/2025	714254		June 25 WWTP Add ORC	3	07/07/2025	750.00	517627
Total 3463:						10,250.00	
07/03/2025	703251	Mission Square 306727	6/27/25 457	1	06/27/2025	236.00	102255
07/14/2025	714253		7/11/25 457	1	07/11/2025	236.00	102255
07/17/2025	717252		2024 Danner 457	1	07/17/2025	300.00	102255
07/28/2025	728251		7/25/25 457	1	07/25/2025	236.00	102255
Total 3882:						1,008.00	
07/14/2025	714252	Mission Square 106501	7/11/25 401	1	07/11/2025	1,938.24	102255
07/17/2025	717251		7/11/25 401 addn'l	1	07/17/2025	46.04	102255
07/24/2025	724251		7/25/25 401	1	07/25/2025	1,625.60	102255
Total 3883:						3,609.88	
07/02/2025	702251	Public Sector Healthcare G	July 25 Insurance	6	07/01/2025	3,158.28	105013
07/02/2025	702251		July 25 Insurance	7	07/01/2025	88.78	105313
07/02/2025	702251		July 25 Insurance	8	07/01/2025	14,791.53	105413
07/02/2025	702251		July 25 Insurance	9	07/01/2025	6,169.79	105613
07/02/2025	702251		July 25 Insurance	10	07/01/2025	2,781.63	517013
07/02/2025	702251		July 25 Insurance	11	07/01/2025	892.35	102240
Total 3900:						27,882.36	
07/15/2025	715251	MURRAY DAHL BEERY &	Legal Counsel Fees June 2	2	07/03/2025	12,915.35	105057

Town of Fairplay

Paid Invoice Report - Paid Bills - Board - EFT ONLY

Page: 2

Check issue dates: 7/1/2025 - 7/31/2025

Aug 08, 2025 10:30AM

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3918:						12,915.35	
07/23/2025	723251	FNF Construction Inc.	River Park Pay App #3	2	06/28/2025	221,877.25	105886
Total 3944:						221,877.25	
07/07/2025	707251	ADP	6/27/25 PR Fees	2	06/27/2025	376.76	106165
07/18/2025	718251		7/11/25 PR Fees	2	07/11/2025	330.21	106165
Total 3955:						706.97	
07/08/2025	708251	CLARITY BENEFIT SOLU	EE FSA Pmt	1	07/08/2025	111.54	102266
07/21/2025	721251		EE FSA Pmt	1	07/21/2025	111.54	102266
Total 3956:						223.08	
07/16/2025	716251	OLDCASTLE INFRASTRU	River Park Outflow Trash G	2	06/12/2025	7,940.00	105886
Total 3967:						7,940.00	
Grand Totals:						317,666.53	

Report Criteria:

Detail report type printed

Check.Type = "EFT","Manual"

Check.Voided = No

Fairplay Planning Department
 Fairplay Town Hall
 901 Main Street
 Fairplay, Colorado 80440



Fairplay Board of Trustees
 Mayor – Frank Just
 Mayor Pro Tem – Ray Douglas
 Courtney Avery
 Erik Baum
 Josh Voorhis

Town Board of Trustees Hearing

Finley Mini Storage Special Use Permit and Variance Review

Hearing Date:	September 15, 2025
File Name and Process:	SUP 24-001 Bullet Road Storage / Special Use Permit and Variance
Owner/Applicant:	Buck Finley
Representative:	Same
Legal Description:	Lot C3, Buttermilk Park Subdivision
Zoning:	Commercial (C)
Staff Member:	Scot Hunn, Town Planner
Recommendation:	Approval, with Conditions

Staff Report

I. Summary of Request:

The Applicant, Buck Finley, is requesting approval of a new Special Use Permit (SUP) for “Storage—Personal storage units (mini-storage)” under the name and style of “Bullet Road Storage” within the Commercial Zone District to be developed and operated at 1171 Bullet Road. The Applicant is also asking for relief (a variance) from the strict application of the Town’s landscape standards.

Per the application, the Applicant requests approval for the following:

“The proposed project is to build approximately 124 mini storage units, proposed sizes to include 5’x10’, 10’x10’, 10’x15’ and 10’x20’. Fabrication and construction will be provided by National Storage Company, to be determined in the future. Project will include ample landscaping and material that will complement the surrounding mountain environment, accent materials include some metal and timber exterior features. The idea is to build a facility that is not

only providing a needed service for the community but to make it aesthetically pleasing and not your standard storage facility.”

Staff have identified some issues and areas of concern (discussed below) however staff have also spent considerable time working with the Applicant to address the concerns and are **recommending approval of the requested permit and variance with recommended conditions** intended to address any outstanding issues or concerns.

II. Summary Applicable Standards:

Special Use Standards

The following sections of Article VI – *Special Uses*, Unified Development Code (UDC) are applicable to the Finley Mini-Storage Special Use Permit request:

Section 16-6-10 – *Special use permits.*

- (A) *A use that is not allowed as a matter of right or without restriction in a zone district may be authorized by special use permit granted by the Board of Trustees. Only uses identified as a special use within a particular zone district may be approved.*
- (B) *Special use permits may or may not run with the land and shall be issued subject to safeguards, terms and conditions as deemed necessary and appropriate by the Board of Trustees to protect and preserve the intent and purposes of the zone district regulations. Violations of the terms and conditions on a special use permit shall be deemed violations of this Section and shall be punishable as set forth in the general penalty provisions of this Code.*

Staff Response:

“*Storage—Personal storage units (mini-storage)*” is a use specifically identified within Section 16-5-30, *Table of Uses*, UDC, as a use that is not a “use by right” but rather is permitted only via the Special Use Permit review process within the Commercial Zone District. The UDC provides the following definition of Storage – Personal storage units (mini-storage):

Storage—personal storage units (mini-storage) means a building or group of buildings consisting of individual, self-contained units leased to individuals, organizations, or businesses for self-service storage of personal property.

In this instance, staff recommends that any special use permit approval **run with the land** and not the business because the storage units and the overall design of the project are specific to personal (mini) storage uses.

Section 16-6-30 – Special use permit application procedures

(D) *Special use permits may be granted by the Board of Trustees only after finding that the proposed special use will not adversely impact the neighborhood or the public safety and welfare. In determining whether to grant a permit, the Board of Trustees shall consider, as applicable, the following factors:*

1. *Ingress and egress to the property and proposed structures with particular reference to automotive and pedestrian safety, convenience, traffic flow and control and access in case of fire or catastrophe;*
2. *The need and/or adequacy of off-street parking and loading areas and the economic, noise, glare or odor effects of the special use on adjoining properties and the neighborhood generally;*
3. *Refuse and services areas;*
4. *Utilities, with reference to location, availability and compatibility;*
5. *Screening and buffering, with reference to type, dimensions and character;*
6. *Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility and harmony with properties in the neighborhood;*
7. *Required yards and other open spaces; and*
8. *General compatibility with adjacent property and other property in the neighborhood.*

Staff Response:

The proposed special use permit for personal (mini) storage is generally compatible with the business uses existing in the surrounding area and should not have any substantive or incrementally adverse impacts on factors such as ingress and egress, parking, public safety or public welfare.

During the review of this proposal, the Town's consulting engineer, SGM, has identified numerous items of concern or correction on civil engineering drawings. Working with the Applicant and his civil engineering team to address these items has been a primary delay factor bringing this proposal before the Board.

With a majority of these items and issues resolved, staff is recommending approval with conditions. However, there remain just a few outstanding issues that still need to be resolved:

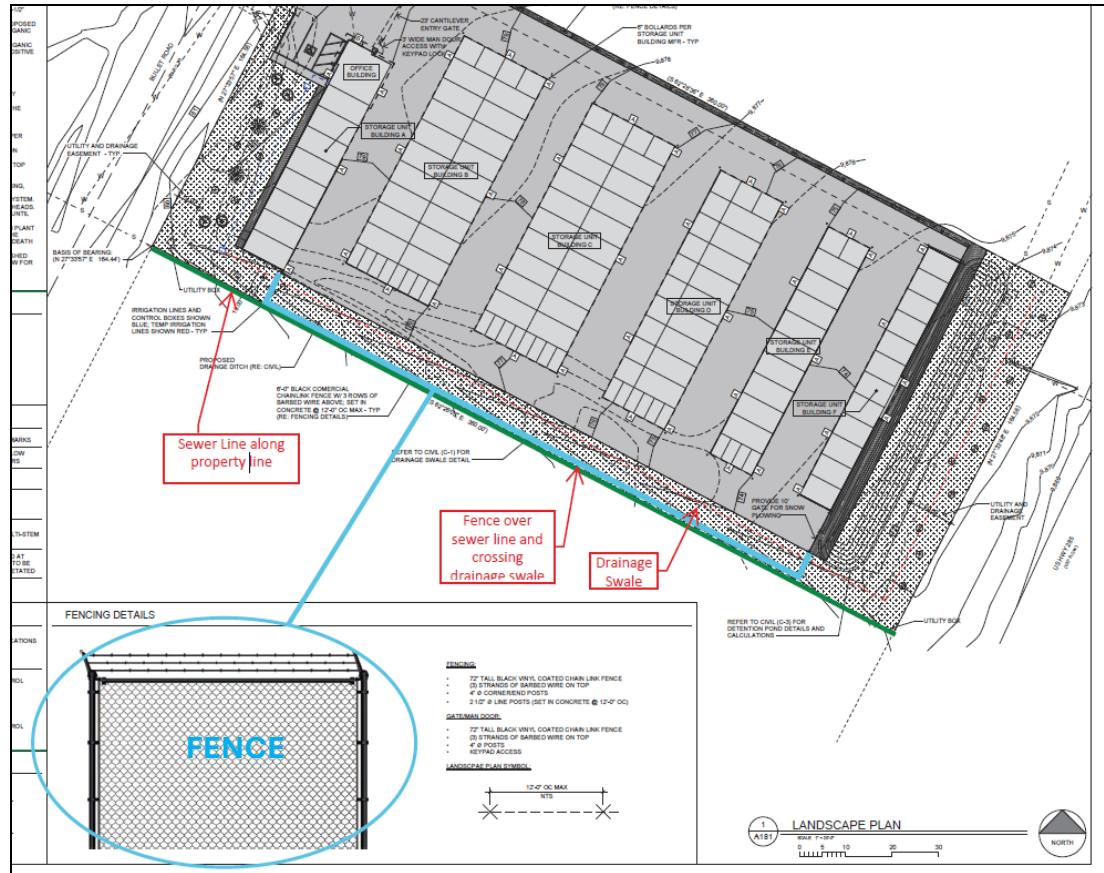
Technical Drawing Issues

Civil Engineering Sheet C-1:

- Update to correctly label certain (existing) easements on the property.
- Provide revised contours for regional drainage swale along the southern property boundary.

Sewer Line and Drainage Access Easements and Encroachments

The plans show a portion of a proposed chain link fence – to enclose the storage site - located on or near an existing sewer line along the southern property line. The plans also show portions of the fence crossing the drainage swale.



These improvements have been identified by SGM as problematic; if constructed/erected in these locations, the chain link fence will be located directly over the sewer line and within an established easement. The fence will also be located within and crossing a drainage/stormwater easement along the southern property line that will convey regional stormwater, potentially affecting the flow of water during a stormwater event.

Note: The town also discovered that there is an existing split rail fence along the same property line that the neighboring property owner to the south has installed in about the same location as the proposed chain link fence. Town staff intends to contact the adjacent property owner and address the location of their fence – also installed over or near the sewer line - which likely was installed without any knowledge of the sewer line location.

One issue then is the ability of the Town to access the existing sewer line. Particularly in the event of an emergency, the presence of a fence in this location poses obvious practical issues that may delay proper access in a timely manner.

Staff has requested that the Applicant revise the plans to move the proposed fence away from the sewer line and outside of the existing (typical) utility easements along the southern property line. This would ensure that the Town can access the sewer line – and manholes – without damaging any fence improvements.

The Applicant has, instead, suggested that he would execute (sign) an agreement granting the Town permission to access the area and relieving the Town of liability if fencing or other site improvements were damaged as part of any access and/or work related to sewer line or drainage swale maintenance, repair, or replacement.

The consulting Town Engineer has provided two draft documents – a stormwater easement agreement and a sanitary sewer easement agreement – to be signed by the Applicant and which will grant the Town the necessary rights (and releases from liability) to access, maintain, repair, and/or replace Town owned utilities and facilities. These documents are attached for review.

Additionally, SGM has also identified the need to create new easements along the southern (side) property line and the east (Hwy. 285) side of the property for existing and proposed improvements.

Staff recommends that the easement agreements will protect the Applicant and the Town and should be included as conditions of approval to be signed/executed prior to the start of construction of the project.

However, staff still contend that **the best solution is to move the proposed fence**; with or without such easement agreements, the location of the fence will likely create ongoing access issues.

Grading

The application includes a detailed grading and drainage plan along with a drainage report. The drainage report by 285 Engineering specifies the required ditch design; however the grading shown on the grading and drainage plan along the south property line does NOT reflect the specifications required in the drainage report. This is important (to show the grade lines, slope, depth, and width) to show accurately on the final civil engineering plans to ensure that the drainage swale is constructed properly to handle stormwater events.

Screening

Although the Applicant has proposed landscaping on three sides of the site, as well as chain link fencing, there is not a specific screening plan proposed. The architectural renderings of the proposed buildings do indicate a higher level of exterior finishes than a typical mini storage facility; and, in combination with the lighting plan and proposed dark sky compliant light fixtures, the overall design should mitigate to a certain degree the *need* for screening or buffering the site from public rights-of-way or neighboring properties.

Signage

No signage is proposed at this time. The application drawing packages indicates that there will be signage identifying the mini storage business on the side of the buildings and the Applicant will be required to apply for a sign permit prior to installation of any signage.

Compatibility

The property is located within close proximity to several commercial sites including another storage warehouse site, a veterinary clinic, and retail store. The subject property and surrounding properties located along the Hwy. 285 corridor (on both sides of the highway) are zoned commercial.

Variance from Landscape Standards

Generally, the proposed landscape plan meets the Town's standards. There is appropriate and compliant landscape treatment – ground cover and reseeding of disturbed areas, plantings (shrubs and trees) located along the front of the property (Bullet Road side) and along the southern boundary. However, the UDC requires a minimum number of trees planted on the property and also requires specific landscape treatment along the Hwy. 285 corridor.

In this case, the Applicant is requesting relief from the strict interpretation and requirements of the Town's Landscape Regulations to allow for fewer trees overall on the property, and specifically along the Hwy. 285 side of the property within the 30-foot landscape buffer area.

Per the application, the justification for the reduction in tree planting states:

"The current requirement is to plant (1) tree per 1,000 sq. ft. of landscape area. Landscape area, as defined by the code, includes areas of drainage and detention ponds. Per the definition in the code, we are required to plant (17) trees given the 16,165 sq ft landscape space. However, due to drainage conditions on the lot caused by an existing culvert draining onto the property, we are required to make major site modifications to build anything on the lot. The site modifications require an extensive drainage and detention pond system that greatly reduces the plantable area. Of the 16,165 sq. ft. of landscape area, 9,062 sq. ft. is lost to the drainage and detention system. Additionally, we lose 4,181sq ft to sanitary sewer and drainage setbacks, which per SGM inc. (town's engineering consultant) comments are unplantable areas. This effectively leaves us with 2,922 sq ft of plantable area. Due to this, we respectfully request a reduction in the number of trees in the plantable area to 6."

Staff are supportive of this variance request for the reasons stated by the Applicant. In this case, while the Applicant is still providing shrub plantings and reseeding in the rear yard (within the 30-foot Hwy. 285 buffer area) the planting area in this location is severely constrained due to required drainage and stormwater detention improvements, as

well as the existence of an existing sewer line as shown below on an excerpt from the proposed site plan:

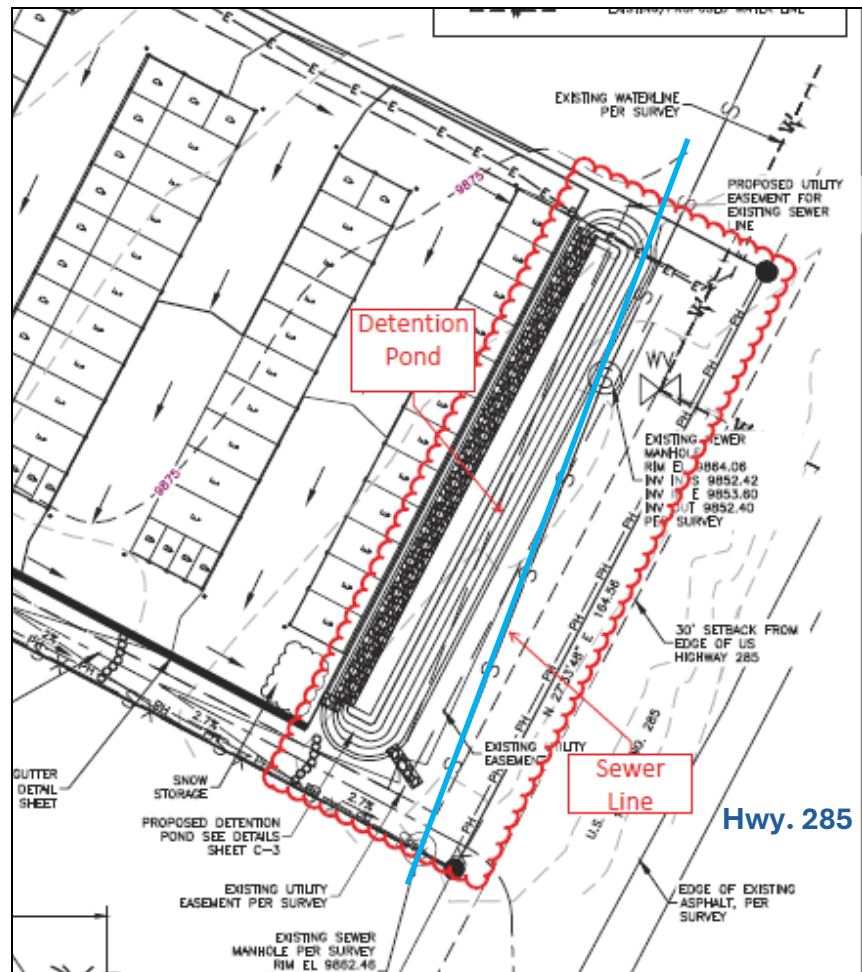


Figure 1: Proposed Grading and Drainage Plan Showing Detention Pond and Sewer Line at Rear of Lot

Section 16-22-70 - Powers of Board of Adjustment.

(B) *Vary terms of this Chapter: The Board of Adjustment may authorize upon application in specific cases such variances from the terms of this Chapter, subject to terms and conditions fixed by the Board of Adjustment, as will not be contrary to the public interest where, owing to exceptional and extraordinary circumstances, literal enforcement of the provisions of this Chapter will result in unnecessary hardship. Every variance authorized hereunder shall not be personal to the applicant therefor but shall run with the land. No variance shall be authorized hereunder unless the Board of Adjustment shall find that the following conditions exist:*

1. *That the variance will not authorize the operation of a use other than those uses specifically enumerated as a primary permitted use for that*

district in which the property is located and for which the variance is sought;

2. *One or more of the following special circumstances or conditions exist with respect to the specific property:*
 - a. *Exceptional narrowness, shallowness, or shape of the property at the time of the enactment of the regulation in question;*
 - b. *Exceptional topographic conditions of the property; and*
 - c. *Other extraordinary and exceptional situations or conditions of the property.*
3. *The special circumstances and conditions have not resulted from any act of the applicant.*
4. *That the variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, or substantially or permanently impair the appropriate use or development of adjacent property;*
5. *That the variance, if granted, is the minimum that will afford relief and is the least modification possible of the provisions of this Chapter which are in question;*
6. *That the granting of the requested variance would relieve a peculiar, exceptional and undue hardship on the applicant, provided that such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zoning regulations as embodied in this Chapter and the Zoning Map.*
7. *That the variance, if granted, will not adversely affect the public health, safety and welfare.*

Staff Response:

As mentioned previously, staff are supportive of this variance request due to the apparent extraordinary circumstances and constraints (required stormwater detention area and existing sewer line) which preclude planting of certain types of vegetation (trees) in the 30-foot buffer area. There appears to be a practical difficulty in meeting the minimum planting standards prescribed by the Town of Fairplay Unified Development Code and, therefore, the potential for hardship were the Applicant required to move existing sewer lines or redesign the project to locate stormwater detention elsewhere on the subject property. Additionally, staff recommend that the Applicant is requesting the minimum amount of relief possible to reduce but not totally eliminate plantings on the site. In this case, the Applicant is still providing shrub plantings and reseeding in the rear yard in accordance with the UDC.

III. Zoning Analysis

The subject property is located within the Commercial Zone District. “Personal storage – mini storage” is a use specifically identified within Section 16-5-30, Table of Uses, UDC, as a use that is permitted only via the Special Use Permit review process within the Commercial Zone District. The purpose and objectives of the Commercial Zone District are described as follows:

As highlighted above, the purpose of this district is to allow for a mix of commercial uses and to specifically permit storage so long as it is enclosed (indoor) and/or screened. In this case, the proposed storage facility is entirely enclosed yet includes landscape plantings that will provide some amount of screening and beautification along Bullet Road and the Hwy. 285 corridor.

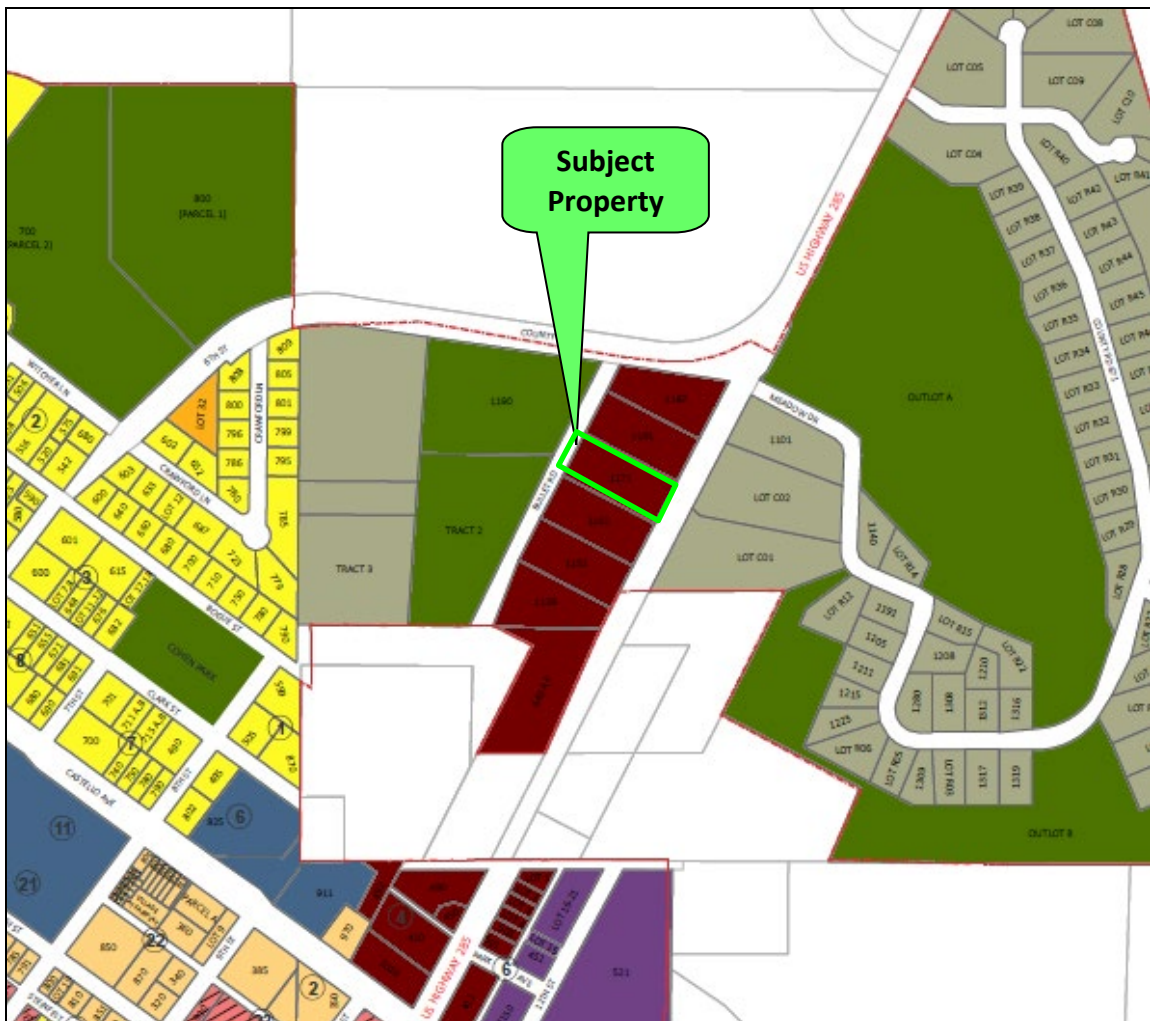


Figure 2: Town of Fairplay Zoning Map

Regulation	Allowed/Required	Proposed
Minimum Lot Size:	5,000 sq. ft.	59,241.60 sq. ft.
Minimum Lot Frontage:	50 feet	165 feet
Maximum Building Height:	30 feet	14 feet
Maximum Lot Coverage:	80%	72%
Minimum Front Yard Setback:	25 feet	30+ feet
Minimum Side Yard Setback:	10 feet	10 feet
Minimum Rear Yard Setback:	10 feet	45 feet

As shown in the above table, the project has been designed to meet or exceed the Town's minimum requirements for things like lot size, lot frontage on a public street, and setbacks while also complying with any stated maximum thresholds for things like building height, lot coverage (area covered by buildings and impervious surfaces).

IV. **Comprehensive Plan Conformance:**

In addition to the standards listed above, the following Town of Fairplay Comprehensive Plan goals and policies are provided for reference.

Community Character, Design & Identity (p. 19)

Goal CCDI-1 – Protect and Improve Fairplay's Unique Character with Historic Preservation and Quality Design.

Relevant policies include:

- A. Support adoption and implementation of building and streetscape design standards which replicate and promote existing historic designs.*

Goal CCDI-3 – Define Community Entries and Develop Attractive Landscaped Thoroughfares.

Relevant policies include:

- A. Create gateways at the primary entrances to Fairplay.*
- B. Establish public/private partnerships to design and construct community gateways with attractive thoroughfares.*

Transportation (p. 24):

The following excerpt from the "Transportation" chapter of the Comprehensive Plan is relevant to this request:

“...improvements on Highway 285 define the town entryways and enrich the corridor with landscaped medians, historic streetlights, thematic signage and traffic calming to slow speeds and create an attractive public environment.”

Economy (p. 34):

The following excerpt from the “Economy” chapter of the Comprehensive Plan is relevant to this request:

“Public and private partnerships that improve the appearance of and draw of the main commercial corridors (Main Street, Front Street and Highway 285) are actively pursued. Upgraded and continuous sidewalks, landscaping, and other streetscape measures are targeted at enhancing Fairplay’s appearance and identity.”

And:

“Design standards for commercial areas in Fairplay promote historic architecture, dark sky lighting, screened storage and landscaping to improve community appearance.”

Goal EC-1 – Encourage Business Development within the Identified Commercial and Industrial Activity Zones.

- C. Pursue corridor revitalization on Highway 285 and Main Street by working with CDOT and Park County and include landscaped medians, pedestrian enhancements, thematic signage and traffic calming to improve accessibility and business opportunities.*

Goal EC-2 – Create an Environment in Which Local Businesses Prosper

Policies supporting the request(s) include:

- B. Maintain infrastructure to support existing business.*
- C. **Actively support existing business retention and expansion.***

Staff Response:

The Town of Fairplay Comprehensive Plan contains several goals and policies that indicate the Town’s intention to work with public agencies and private property owners to require and/or incentivize improvements along the Town’s main commercial corridors. The Comprehensive plan also includes several goals and policies aimed at creating a business-friendly climate; working to retain existing businesses and to recruit and incentivize new business.

The Comprehensive Plan goals and policies are aligned and reinforced by specific regulations and standards of the town’s land use regulations (the UDC). Although the Applicant is requesting relief from the strict requirements of the Town’s landscape regulations – a reduction in the total number of required tree planting - the application demonstrates an intent to meet the intent of the Town’s Comprehensive Plan goals and

policies by providing attractive building finishes, dark sky compliant lighting, and some degree/amount of landscape treatments (reseeding and shrub plantings) along the U.S. Highway 285 corridor.

V. Staff Findings:

The following summarizes staff's findings:

- Overall, the proposal has been designed to comply with or exceed the Town's zoning standards.
- The 2013 Comprehensive Plan – particularly the Economy and Community Character goals and policies - generally support this proposal.
- The site is served by adequate access and the site has been designed to accommodate parking and adequate maneuverability by vehicles.
- The application appears to meet all applicable standards for a Special Use, or the use can be conditioned to ensure that the application meets all standards and is compatible with the surrounding area.
- The variation request for a reduced landscape (tree) planting is supportable and justified in relation to the Town's criteria for approval.
- Outstanding technical (civil engineering) issues and more pressing issues related to proposed fencing, easements, and encroachments can be addressed via recommended conditions of approval.

VI. Staff Recommendation and Suggested Conditions:

Staff find that the proposed Special Use Permit and Variance Application for Bullet Road Mini Storage generally meet a preponderance of the Town's Special Use and Variance criteria and Comprehensive Plan goals.

Staff are recommending approval of both applications, with conditions.

Suggested Motion:

In the event the Town Board of Trustees votes to approve the Special Use Permit request for Bullet Road Mini Storage, staff respectfully recommend the following motion and conditions of approval.

“I move that the Fairplay Board of Trustees approve, with the following conditions, the application for a Special Use Permit filed by the Buck Finley, for “Storage—Personal storage units (mini-storage)” to be located at 1171 Bullet Road within the Commercial Zone District, and that the Board approve the associated variance request because the proposals meet the Town’s criteria and standards for approval.

Recommended Conditions:

1. This Special Use Permit shall run with the land.
2. This Variance request shall run with the land.
3. Prior to or concurrent with any building or grading permit application, the Applicant shall update, revise, and correct civil engineering drawing package to ensure compliance with comments and requested revision by the Town of Fairplay consulting engineer dated September 11, 2025.
4. Prior to or concurrent with the issuance of any building or grading permit, the Applicant shall submit to the Town for review documentation creating two new easements along the southern (side) property line and the east (Hwy. 285) side of the property for existing and proposed stormwater and sanitary sewer utilities and facilities.
5. Prior to or concurrent with the issuance of any building or grading permit application for the subject property, the Applicant shall execute the Storm Water and Sanitary Sewer easement agreements by and between the Applicant and the Town of Fairplay.
6. The Applicant shall work with the Town of Fairplay staff and consultants to revise the final site and grading plans to move the proposed chain link fence along the southern property boundary to ensure that the fence and any associated/ancillary improvements do not impede the Town’s ability to access, maintain, repair, or replace Town owned utilities and facilities.

“I further move to direct the Town Planner or Town Attorney to draft a resolution of approval for the Special Use Permit and Variance for the Town Board’s review and approval.”

Attachments:

- Original Applicant Submittal Packet
- Current Civil Drawings & Reports
- Proposed DRAFT Easement Agreements
- Public Notice



TOWN OF FAIRPLAY
P.O. BOX 267
FAIRPLAY, CO 80440
(719) 836-2622
www.fairplayco.us

DEVELOPMENT APPLICATION

APPLICATION TYPE

- ☐ Planned Unit Development (PUD)
☐ Minor Subdivision
☐ Major Subdivision
☐ Zoning / Rezoning
☒ Special Use Permit

- ☐ Variance
☐ Site Plan
☐ Lot Line Adjustment / Elimination
☐ Architectural Review
☐ Other: _____

APPLICANT INFORMATION

Applicant: Buck Finley Date: 3-11-24
 Applicant's Address: Box 1507
Breckenridge, Co 80424
 Applicant's Phone: 970-390-2825 Fax: _____
 Email Address: buckfinley@aol.com

OWNER INFORMATION

Owner: Buck Finley Relationship to Applicant: Applicant
 Owner's Address: Box 1507
Breckenridge, Co 80424
 Owner's Phone: 970-390-2825 Fax: _____
 Email Address: buckfinley@aol.com

PROPERTY INFORMATION

Physical Address: 1171 Bullet Rd, Fairplay, Co 80440
 Parcel No.: 44664
 Subdivision: Buttermilk Park, Phase 1
 Lot: C3 Block: _____
 Number of Acres: 1.36
 Existing Zoning: Commercial (C)

PROJECT PROPOSAL

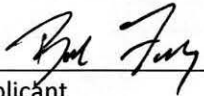
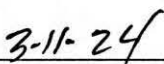
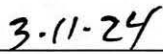
General Description of Project:

The proposed project is to build approximately 136 mini storage units, proposed sizes to include 5'x10', 10'x10', 10'x15' and 10'x20' and possibly a small on site office. Fabrication and construction provided by a National Storage Company, to be determined in the future. Project will include ample landscaping and material that will compliment the surrounding mountain environment, accent materials could possibly include some rock and timber exterior features. The idea is to build a facility that is not only providing a needed service for the community but to make it aesthetically pleasing and not your standard storage facility.

ORIGINAL APPLICATION PACKET

SIGNATURES

I declare under penalty of perjury that the information in this application is true and correct to the best of my knowledge.

	
Applicant	Owner
	
Date	Date

The owner and/or applicant must be present at all meetings and hearings. All public hearings must be properly notices according to the Fairplay Municipal Code and Uniform Development Code (Sec.). Development Application must be signed by Applicant and Owner and all submittal requirements must be met before application will be accepted by the Town of Fairplay. Partnerships or Corporations may have the authorized general partner or other applicable corporate officer sign. *Additional pages may be attached as necessary in order to meet application requirements.*

AGREEMENT TO PAY COSTS FOR PROFESSIONAL SERVICES

No application will be accepted or processed unless it is complete and associated fees/deposits are paid. Depending on the application type, it is the Town's policy and practice to retain outside professional services to process or evaluate an application and the applicant shall bear the costs of same, inclusive of planning, land planning, engineering and legal. A deposit to cover reasonable anticipated costs for outside professional services may be required at the time of application (See Town of Fairplay Fee Schedule). All applications shall be evaluation under the standards and requirements set forth in Chapter 16 of the Fairplay Municipal Code / Uniform Development Code and must be accompanied by the required copies set forth therein.

- ☒ I hereby certify that I am the applicant named above and that the information contained herein and, on any attachments hereto, is in all respects true and accurate to the best of my knowledge and belief.
- ☒ I further certify that I understand and agree to the aforementioned policy and practice of the Town of Fairplay regarding payment of professional service costs associated with this development application.
- ☒ I also understand that no building permit will be issued for the property which is the subject of this application until the application receives final approval by the Board of Trustees and any associated legal timelines have been met/passed.

Bill Fry 3-11-24
Applicant Date

FOR TOWN USE ONLY

Sec. 16-3-20 Common submittal requirements.

- ☒ Application form, signed by the owner(s) of the property, in the format provided by the Town Clerk. If the applicant is not the owner of the property, a notarized letter of consent signed by the property owner or owners authorizing the applicant to process the specific land use application on the property owner's behalf shall be delivered with the submittal; (Available online at Town of Fairplay website)
- ☒ Legal description of the subject property;
- ☒ Proof of legal ownership and the names and addresses of the owners of the property and any lienholder(s). This can be in the form of a deed, current title policy (not older than 90 days) or a letter from the owner's attorney affirming ownership of the property;
- ☐ Names and addresses of any owners or lessees of mineral rights as listed in the records of Park County for the property; (Visit <https://maps.parkco.us/>)
- ☒ Names and addresses of any property owners of adjacent property including properties across a public street, public right-of-way or alley along with stamped and addressed envelopes for each; (Visit <https://maps.parkco.us/>)
- ☐ Statement of the purpose of the application and a description of the proposal; (Attach next to application)
- ☒ Vicinity map indicating the location of the property included in the land use application;
- ☒ Agreement to pay form to cover the costs of any outside consultants to assist the Town with review of the application;
- ☐ Application fee. (See Fee Schedule)

*Per Section 16-3-50 of the Municipal Code and UDC, in addition to the common submittal requirements listed above, additional submittal items are required based upon the type of application. SEE ADDITIONAL REQUIREMENTS CHECKLIST

Application Submitted: <u>March 15, 2024</u>	Fee Paid: <u>\$500 CL5088 3/19/21</u>
Public Hearing: _____	Deposit Received: <u>Bill Bucks</u>
Property Posted: _____	SIA / DIA Required: ☒ NO ☐ YES ☐ RECEIVED
Notices Mailed to Adjacent Owners: _____	Other: _____
Notice Printed in Newspaper: _____	_____



#1171 Bullet Rd
Fairplay, Co 80440
Site Plan Reference

Buck Finley
 Box 1507
 Breckenridge, Co 80424
 970-390-2825
 buckfinley@aol.com

Town of Fairplay
 P.O. Box 267
 Fairplay, Co
 80440

March 19, 2024

To whom it may concern,

Attached is a Site Plan with reference to the proposed site and the following-ingress/egress, traffic flow, parking, refuse, utilities, screening/fencing, signage, lighting, open space and general compatibility with adjacent properties in the neighborhood.

Ingress and egress will be through the main entrance indicated on the site plan and accessible from Bullet Rd. Pedestrian traffic should be at a minimum.

Traffic flow is indicated on the site plan with the use of directional arrows. While one way traffic is probably not needed a natural one-way flow will most likely occur.

Three or four parking spaces are being proposed and will be located close to the entrance for customer use. The surface material for both the driveways and parking spaces will either consist of compacted gravel or asphalt. We are currently waiting on bids for both applications.

A single, bearproof, trash dumpster is proposed to be located close to the entrance/exit as a customer convenience. The dumpster will have customer access only lock on it to prevent unauthorized use.

Utilities, including water, sewer and electrical are all marked on the attached site plan. Calls and emails have been made to the utility providers to confirm availability, we are currently waiting for their response.

The property boundary will be fully fenced to include a 6- or 7-foot chain linked fence, similar to the neighbors fencing. In addition to the fencing, we are looking into some screening if needed.

The proposed signage for the property shall include a wall sign, located on the building adjacent to Highway 285. The size, location and possible illumination of the sign will comply with the Town of Fairplay sign regulations and approved by the Town.

The lighting for the property will conform with the Fairplay municipal code Article XII-Lighting. Proposed lighting will include building mounted lighting fully shielded, directed downward at the driveways and installed close to the soffits of the buildings. Additionally, the possible use of full shielded barn lights or full cutoff streetlights might be added at the entrance/exit for safety purposes. A lighting designer will be consulted to discuss both the current lighting ideas and additional options such as the use of solar and motion detection.

The open space will consist of the required setback areas and driveways. The possibility of landscaping could take place at both the entrance to the property and possibly along the fence line adjacent to Highway 285.

Drainage for the property will run parallel to the property lines between Bullet Rd and Highway 285. A Civil Engineer will be consulted to assure the best possible drainage for the property.

I believe this use is compatible with the adjacent properties in the neighborhood which include both existing mini storage and outdoor storage. To our knowledge both the mini storage facility and the outdoor storage yard are completely full and additional demand justifies the need for this use.

Thank you for your time and consideration, please do not hesitate to call with any questions.

Sincerely,

Buck Finley

Buck Finley
970-390-2825



Order No.: 361-F15372-23

FNTC

Doc Fee: \$17.00

GENERAL WARRANTY DEED

THIS DEED, Made this 19th day of January, 2024, between

South Platte Prospects, LLC, a Colorado Limited Liability Company

grantor, and

James Finley and Mary Jo Finley, as Joint Tenants

whose legal address is P.O. Box 1507, Breckenridge, Co 80424

grantees:

WITNESS, That the grantor, for and in consideration of the sum of **One Hundred Seventy Thousand And No/100 Dollars (\$170,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Park, State of COLORADO, described as follows:

Lot C3, Evermilk Park, Phase 1,
County of Park, State of Colorado.

also known by street and number as 1171 Bullet Road, Fairplay, CO 80440

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for themselves, their heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, has good, sure, perfect absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien, or not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

GENERAL WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

GRANTOR:

South Platte Prospects, LLC, a Colorado Limited Liability Company

BY: *Amanda Woodbury*
Amanda Woodbury
Managing Member

STATE OF COLORADO

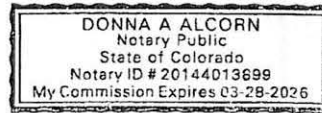
COUNTY OF PARK

The foregoing instrument was acknowledged before me this 19th day of January, 2024, by Amanda Woodbury, Managing Member, of the South Platte Prospects, LLC, a Colorado Limited Liability Company.

Donna A. Alcorn
Notary Public

My Commission Expires: 3/28/26

(SEAL)



ORIGINAL APPLICATION PACKET



295 Fifth Street, Suite 1, PO Box 1543
Fairplay, CO 80440
Phone: (719)836-0645 / Fax: (303)633-1965

James Finley and Mary Jo Finley
P.O. BOX 1507
Breckenridge, CO 80424

File No.: 361-F15372-23
Policy No.: 361-F15372-23
Property: 1171 Bullet Road
Fairplay, CO 80440

Dear New Property Owner:

Congratulations on your real estate purchase. Enclosed is your Policy of Title Insurance. This policy contains important information about your real estate transaction, and it insures you against certain risks to your ownership. Please read it and retain it with your other valuable papers.

A permanent record of your recorded title documents is accessible through our office. These records will enable prompt processing of future title orders and save valuable time should you wish to sell or obtain a loan on your property. Visit or call our office and simply give us your personal policy file number when you need assistance.

In the event you sell your property or borrow money from a mortgage lender you may be entitled to a discount rate if you order your title insurance through this company.

We appreciate the opportunity of serving you and will be happy to assist you in any way in regard to your future title service needs.

Sincerely,

Fidelity National Title Company

ALTA OWNER'S POLICY OF TITLE INSURANCE

issued by:

Policy Number:



Fidelity National Title
Insurance Company

361-F15372-23

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

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

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

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7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

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

Fidelity National Title Company
295 Fifth Street, Suite 1, PO Box 1543
Fairplay, CO 80440

Countersigned By:

Joseph A. Belongia

Joseph A. Belongia
 Authorized Officer or Agent

Fidelity National Title Insurance Company

By:

Michael J. Nolan

Michael J. Nolan, President

Attest:

Marjorie Nemzura

Marjorie Nemzura, Secretary

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EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

C. R. S. A. § 10-1-128 (6)(a).

FIDELITY NATIONAL TITLE INSURANCE COMPANY

OWNER'S POLICY NO. 361-F15372-23

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

Property Address: 1171 Bullet Road, Fairplay, CO 80440

SCHEDULE A

Name and Address of Title Insurance Company: Fidelity National Title Company
295 Fifth Street, Suite 1, PO Box 1543
Fairplay, CO 80440

Policy Number: 361-F15372-23

Date of Policy	Amount of Insurance
January 22, 2024 at 08:28 AM	\$170,000.00

1. The Insured is:

James Finley and Mary Jo Finley

2. The estate or interest in the Land insured by this policy is:

Fee Simple

3. The Title is vested in:

James Finley and Mary Jo Finley

4. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

Lot C3, Buttermilk Park, Phase 1,
County of Park, State of Colorado.

ORIGINAL APPLICATION PACKET

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SCHEDULE B EXCEPTIONS FROM COVERAGE

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

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Water rights, claims of title to water, whether or not shown by the Public Records.
6. All taxes and assessments for the year 2024 and subsequent years, a lien but not yet due or payable.
7. Agreement between Fairplay Sanitation District Board of Directors and Karl P. and Judith L. Fanning recorded October 2, 1997 at Reception No. [480725](#).
8. Order for Inclusion of Real Property in the Fairplay Sanitation District recorded September 12, 1997 at Reception No. [479834](#).
9. Right of way of the United States of America to construct and maintain a holding corral and driveway upon the NW¼ of said Section 34, as granted by instrument recorded November 8, 1954 in [Book 146 at Page 570](#).
10. Right of way for Intermountain Rural Electric Association to construct, operate and maintain its lines of telephone, telegraph and appurtenances upon the N1/2 of said Section 34, together with the right to keep the same cleared, as granted by instrument recorded April 11, 1957 in [Book 157 at Page 101](#).
11. Right of way of Don Evans, doing business as Community Antenna System, to construct operate and maintain television transmission lines as granted by instrument recorded June 11, 1954 in [Book 146 at Page 340](#).
12. Right of way for Mountain States Telephone and Telegraph Company to construct, operate and maintain its lines of telephone, telegraph and appurtenances upon the NW1/4 of said Section 34, together with the right to keep the same cleared, as granted by instrument recorded October 7, 1929 in [Book 107 at Page 131](#).
13. Title to any portion of the and lying within that conveyed to The County of Park in Deed recorded October 29, 1940 in [Book 125 at Page 157](#).
14. The effect of the fact that the W¼ corner of Section 34 may have been re-established, as evidenced by Deed recorded May 21, 1959 in [Book 165 at Page 483](#).
15. Subdivision Agreement recorded April 21, 1998 at Reception No. [488215](#).

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

16. Ordinance No. 1 recorded June 18, 1998 at Reception No. [490674](#).
17. Resolution No. 30-2010 recorded May 13, 2010 at Reception No. [670958](#).
18. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:
- Recording Date: February 24, 1998
Recording No.: Plat [486018](#)
19. Terms, conditions, provisions, agreements and obligations contained in the agreement as set forth below:
- Recording Date: June 8, 2017
Recording No.: [736169](#)
20. Terms, conditions, provisions, agreements and obligations contained in the Lease Agreement as set forth below:
- Recording Date: July 2, 2018
Recording No.: [747262](#)
21. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
- Job No.: [2023-378](#)
Dated: January 4, 2024
Prepared by: Burnett Land Surveying
Matters shown: Detention Pond and Ditch

END OF SCHEDULE B

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CONDITIONS

1. DEFINITION OF TERMS

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

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11, or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

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(continued)

2. CONTINUATION OF COVERAGE

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

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

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

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

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(continued)

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

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

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY, DETERMINATION AND EXTENT OF LIABILITY

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

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

i. the Amount of Insurance will be increased by Fifteen Percent (15%); and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:

i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;

ii. cures the lack of a right of access to and from the Land; or

iii. cures the claim of Unmarketable Title,

all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

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(continued)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

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

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

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

15. SEVERABILITY

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

16. CHOICE OF LAW AND CHOICE OF FORUM**a. Choice of Law**

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

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

b. Choice of Forum

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

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Fidelity National Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

18. CLASS ACTION

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

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(continued)

19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than Two Million and No/100 Dollars (\$2,000,000), any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*
- d. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

END OF CONDITIONS

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ENDORSEMENT - CO 110.1-06

DELETION - STANDARD EXCEPTIONS

Issued By:

**Fidelity National Title**
Insurance Company

Attached to Policy Number:

361-F15372-23

The policy is hereby amended by deleting Exception(s) 1-4 of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

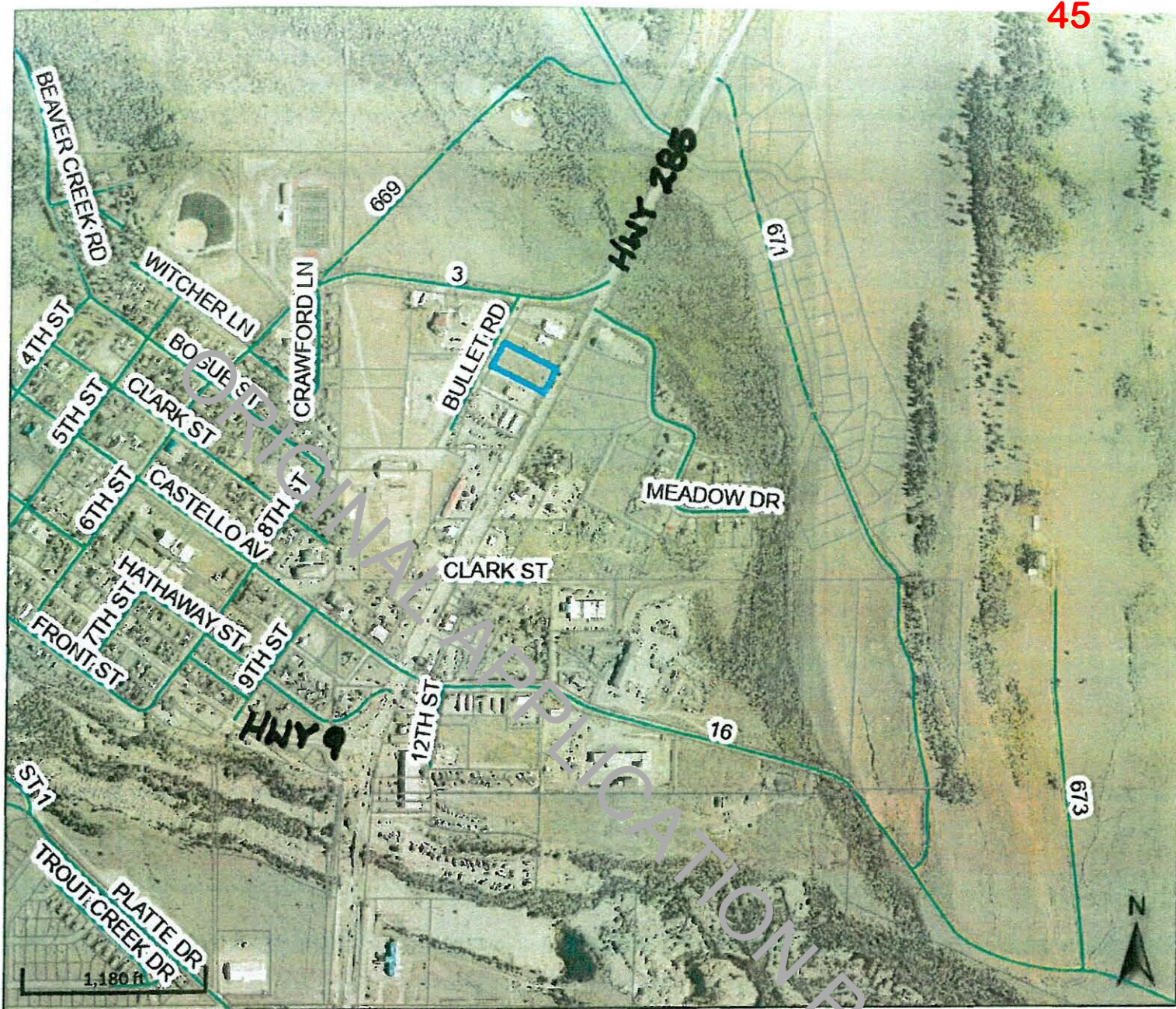
Fidelity National Title Insurance Company

Dated: January 22, 2024

Countersigned By:

A handwritten signature in black ink, appearing to read "Joseph A. Belongia".

Joseph A. Belongia
Authorized Officer or Agent



Parcel ID R0044664
 Sec/Twp/Rng n/a
 Property Address 1171 BULLET RD
 FAIRPLAY

Alternate ID 44664
 Class n/a
 Acreage 1.36

Owner Address FINLEY JAMES; FINLEY MAR
 PO BOX 1507
 PECKENRIDGE, CO 80424

District 0002
 Brief Tax Description T09 R77 S34 NW4
 FAIRPLAY BUTTERMILK
 PHASE 1 LOT C3

(Note: Not to be used on legal documents)

Date created: 3/6/2024

Last Data Uploaded: 3/6/2024 12:04:57 AM

Developed by  Schneider
 GEOSPATIAL

BUTTERMILK PARK
PHASE 1
PARK COUNTY, COLORADO

RTY CORNER SEC. 34
FOLDED NO. 8 REBAR AND
2 1/2" ALUM. CAP. LS 11044



1. The basis of bearing is the deeded bearing of the west line of the NW 1/4 of said section 34 as being N00°30'38"E, with both corners being found monuments as shown.
2. All property corners are found monuments, as shown, or are set with No. 3 rebar and 1 1/2" aluminum, cap. LS 1184.
3. Legal description for the record shown as recorded in Book, 1994 in Book 514 at Page 182.
4. RIGHT-OF-WAYS AND EASEMENTS researched per title commitment from SECURITY TITLE GUARANTY.
5. A 10' non-exclusive utility & drainage easement is hereby granted along the front of all lots.
6. A 20' non-exclusive utility & drainage easement (10' either side of the lot line) is hereby granted along along the side lot line.
7. A 20' non-exclusive utility & drainage easement is hereby granted on lot lines adjacent to Highway 285 Right-Of-Way (lots C1-C8), and on lot lines adjacent to Park County Road No. 3 (lot C1 & Tract 1).
8. A 10' non-exclusive utility & drainage easement is hereby granted along lot lines of Tracts 1, 2 & 3, or as shown.
9. No permanent structure shall be erected within any easements shown hereon, except for utilities, drainage structures or other easement-related appurtenances.
10. No fences, landscaping or other structures shall be placed within 10 feet on all sides of any fire hydrant within this subdivision.
11. No building permit shall be issued for any lot unless street and utility improvements for that lot have been constructed.
12. The base course and pavement for Bullet Road is designed for 300,000 18-kip equivalent truck single-axle load applications (EAL'S) over the first 20 years, which corresponds to about 37 equivalent 18-kip single-axle load applications per day. If actual road usage requires load applications in excess of the design values, road stability should be re-evaluated.
13. This development is in the Northwest Fire Protection District.
14. This development is zoned P.U.D.
15. Electrically, and telephone shall be provided along the west side of Bullet Road.
16. Individual lot owners shall be responsible for obtaining a building permit from the appropriate building authority.
17. Individual lot owners shall be responsible for connection of lots to main sewer tops.
18. Individual lot owners shall be responsible for connection and fees to main sewer tops.
19. Individual lot owners shall be required to submit and obtain approval from the Town of Fairplay, of an individual lot drainage plan.
20. This plot contains 125,311 feet of new road.
21. This subdivision has 6 commercial lots.
22. Subject property does not appear to lie in a flood hazard area (zone C) according to the FEMA map #0801390009B dated 04/01/87
23. Easement for the South half of the cul-de-sac of Bullet Road is Recorded at Reception No. _____
24. Easement for the water line running south of Tract 1 and Tract 3 from the intersection of Bogie Street and Eight Street is recorded at Reception NO. _____



NorthStar Enterprises
Surveying & Planning
P.O. Box 372, 551 Silverhawk Ct
Fortlay, CO 80449

DATE: DEC. 25, 1997		DRAWN BY: TJB
SCALE: 1"=100'		JOB NO. 97-32
SIZE:	PREPARED FOR:	SHEET 2 OF 2

100 0 100
SCALE: 1" = 100'

LEGEND

- INDICATES FOUND NO. 5 REBAR WITH
1 1/2" ALUMINUM CAP, LS 11944
 - () INDICATES FIELD MEASUREMENTS
UNLESS OTHERWISE NOTED.
 - INDICATES SET #5 REBAR 18" LONG
1 1/2" YELLOW PLASTIC CAP LS 11944
 - x-x- INDICATES EXISTING FENCE
- ALL TIES ARE PERPENDICULAR
TO PROPERTY LINES

SITE PLAN

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE STATEMENT HEREON, SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY. I, THOMAS L. BURNETT, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF CALIFORNIA, DO HEREBY CERTIFY TO JAMES FINLEY THAT THE PLAT AND SURVEY OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON WAS PERFORMED BY ME OR UNDER MY DIRECT RESPONSIBILITY. SUPERVISION AND CHECKING OF THE SURVEY WITH CONFORMITY TO THE STATUTES OF THE STATE OF CALIFORNIA ARE TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, JANUARY 4, 2024, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS NOTED, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS OF ANY ADJACENT PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

"DATED THIS 9 DAY OF Jan., 2029
Thomas J. Burnett
 PROFESSIONAL LAND SURVEYOR, GOLD LICENSE NO. 11944
 © 2024 BURNETT LAND SURVEYING, INC.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DEPOSITED THIS _____ DAY OF _____, 20____ AT _____
IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY PLATS
RIGHT-OF-WAY SURVEYS AT PAGE _____ AT RECEPTION
NO. _____

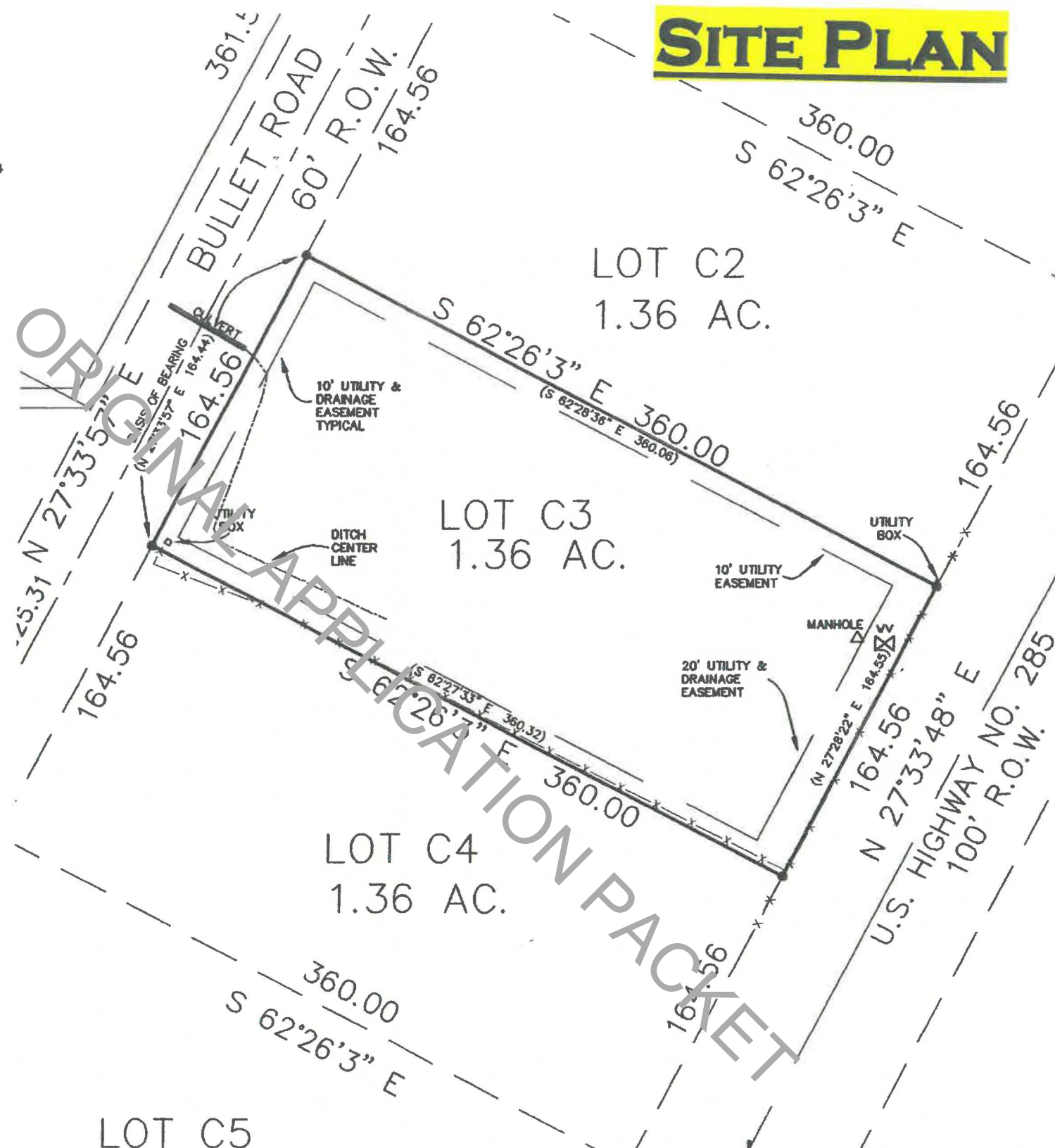
NOTE: LEGAL DESCRIPTION AND RECORD EASEMENTS PER THE
RECORDED PLAT OF FAIRPLAY BUTTERFLX PHASE 1, AS
RECORDED FEBRUARY 24, 1998, RECEPTION NO. 486018

NOTES:

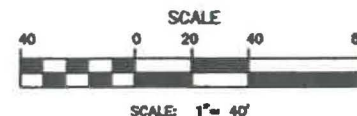
- 1) THE BASIS OF BEARING IS THE ASSUMED BEARING OF A LINE FROM THE NORTH WEST CORNER TO THE SOUTH WEST CORNER OF LOT C3 AS BEING N22°33'58"E WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
- 2) CLIENT DID NOT WANT RIGHT-OF-WAYS AND EASEMENTS RESEARCHED AND SHOWN.
- 3) THE PURPOSE OF THIS SURVEY IS TO FIND OR SET THE PROPERTY CORNERS AND LOCATE THE IMPROVEMENTS.
- 4) MEASUREMENTS SHOWN IN PARENTHESIS ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
- 5) CERTIFICATION NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE, THIS SURVEY AND ALL RELATED OCCURRANTS TITLED FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION, AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.
- 6) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR PLACES ANY SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- 7) ALL DIMENSIONS ARE IN U.S. SURVEY FEET
- 8) DEED FOR THIS PROPERTY IS RECORDED AT REC. NO.7774391

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENCE OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION EITHER DISCOVERED, OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN, SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH AN ACTION BE BROUGHT MORE THAN TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.



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IMPROVEMENT SURVEY PLAT

LOT C3 , BUTTERMILK PARK PHASE 1, FAIRPLAY

PARK COUNTY, COLORADO

SEC. 34 T. 9S R. 77W 6th P.M.

**BURNETT LAND
SURVEYING, INC.**
P.O. BOX 1053, 361 HWY 236, STE 104
FAIRPLAY, COLORADO 80440
(719) 836-1425

ADDRESS 1171 BULLET ROAD

DATE: JANUARY 4, 2024

SCALE: 1" = 40'

DRAWN BY: TLR

JOB NO. 2023-378

Borrower:

FINLEY

PROPOSED STORAGE UNIT LAYOUT

PROPOSED: Drive-up Units (NonCC)				
Unit	SF	QTY	Total SF	% Mix
5x10	50	20	1,000	5.09%
10x10	100	36	3,600	18.32%
10x15	150	11	1,650	8.40%
10x20	200	67	13,400	68.19%
TOTAL:		134	19,650	

48
SURVEYOR'S CERTIFICATE
THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE INSTRUMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY. I, THOMAS L. BURNETT, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO JAMES FINLEY THAT THE PLAT AND SURVEY OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON WAS PERFORMED BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING, IN STRICT COMPLIANCE WITH COLORADO STATUTES, AND THAT BOTH THE SURVEY AND PLAT ARE TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, JANUARY 4, 2024, EXCEPT UTILITY CONNECTIONS, ARE EXCLUSIVELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS NOTED, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

DATED THIS 11th DAY OF Jan 2024
Thomas L. Burnett
PROFESSIONAL LAND SURVEYOR, COLO. LICENSE NO. 11844
© 2024 BURNETT LAND SURVEYING, INC.

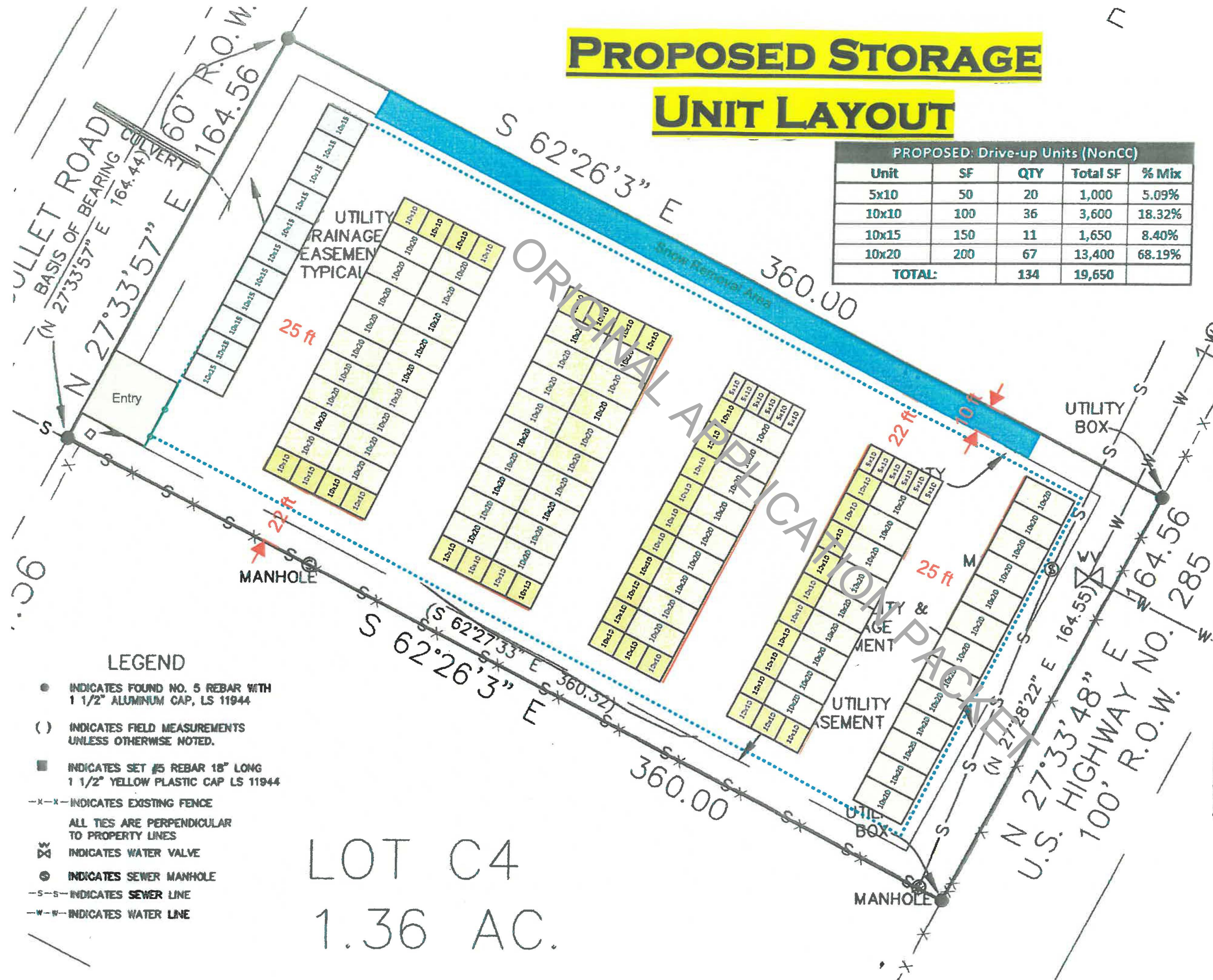
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DEPOSITED THIS 11th DAY OF Jan 2024 AT 10:00 AM IN BOOK 11844 OF THE COUNTY SURVEYOR'S LAND SURVEY PLATS EIGHT-OF-WAY SURVEYS AT PAGE 11844 AT RECEPTION NO. 11844

NOTE: LEGAL DESCRIPTION AND RECORD EASEMENTS PER THE RECORDED PLAT OF FAIRPLAY BUTTERFLICK PHASE 1, AS RECORDED FEBRUARY 24, 1988, RECEPTION NO. 488048

- NOTES:
- 1) THE BASIS OF BEARING IS THE ASSUMED BEARING OF A LINE FROM THE NORTH WEST CORNER TO THE SOUTH WEST CORNER OF LOT C3 AS BEING N27°33'57"E WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
 - 2) CLIENT DID NOT WANT RIGHT-OF-WAYS AND EASEMENTS RESEARCHED AND SHOWN.
 - 3) THE PURPOSE OF THIS SURVEY IS TO FIND OR SET THE PROPERTY CORNERS AND LOCATE THE IMPROVEMENTS.
 - 4) MEASUREMENTS SHOWN IN PARENTHESES ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
 - 5) CERTIFICATION NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION, AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.
 - 6) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-6-508, C.R.S.
 - 7) ALL DIMENSIONS ARE IN U.S. SURVEY FEET
 - 8) DEED FOR THIS PROPERTY IS RECORDED AT REG. NO. 777431

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS
ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENCE OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION EITHER DISCOVERED, OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN, SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH AN ACTION BE BROUGHT MORE THAN TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.



Site Plan

- Proposed signage
- Proposed lighting
- Proposed parking
- Proposed trash dumpster

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE INSTRUMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY. I, THOMAS L. BURNETT, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO JAMES FINLEY THAT THE PLAT AND SURVEY OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON WAS PERFORMED BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING, IN STRICT COMPLIANCE WITH COLORADO STATUTES, AND THAT BOTH THE SURVEY AND PLAT ARE TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

I FURTHER CERTIFY THAT THE DATA AND INFORMATION ON THE ABOVE DESCRIBED PARCEL ARE AS OF THE DATE OF THE SURVEY, 2024, EXCEPT UTILITY CONNECTIONS ARE EXCLUDED WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS NOTED. THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PROPERTY BY IMPROVEMENTS OR ANY ADJOINING PROPERTY, AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENTS, RIGHTS OF WAY, OR PART OF SAID PARCEL, OR OTHERWISE NOTED.

DATED THIS 27th DAY OF JAN 2024
Thomas L. Burnett
PROFESSIONAL LAND SURVEYOR, COLORADO LICENSE NO. 1844
© 2024 BURNETT LAND SURVEYING, P.C.

NOTICE: ACCORDING TO THE LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DEPOSITED THIS 27th DAY OF JAN 2024 AT 10:00 AM IN BOOK 1171 OF THE COUNTY SURVEYOR'S LAND SURVEY PLATS (RIGHT-OF-WAY SURVEYS AT PAGE 1, AT RECEPTION NO. 1171)

NOTE: LEGAL DESCRIPTION AND RECORD EASEMENTS PER THE RECORDED PLAT OF FAIRPLAY BUTTERFLICK PHASE 1, AS RECORDED FEBRUARY 24, 1988, RECEPTION NO. 486018

- NOTES:
- 1) THE BASIS OF BEARING IS THE ASSUMED BEARING OF A LINE FROM THE NORTH WEST CORNER TO THE SOUTH WEST CORNER OF LOT C3 AS BEING N87°33'57"E WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
 - 2) CLIENT DID NOT WANT RIGHT-OF-WAYS AND EASEMENTS RESEARCHED AND SHOWN.
 - 3) THE PURPOSE OF THIS SURVEY IS TO FIND OR SET THE PROPERTY CORNERS AND LOCATE THE IMPROVEMENTS.
 - 4) MEASUREMENTS SHOWN IN PARENTHESES ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
 - 5) CERTIFICATION NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION, AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.
 - 6) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-6-508, C.R.S.
 - 7) ALL DIMENSIONS ARE IN U.S. SURVEY FEET
 - 8) DEED FOR THIS PROPERTY IS RECORDED AT REG. NO. 777431

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENCE OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION EITHER DISCOVERED, OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN, SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH AN ACTION BE BROUGHT MORE THAN TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

1" = 40'



#1171 Bullet Road

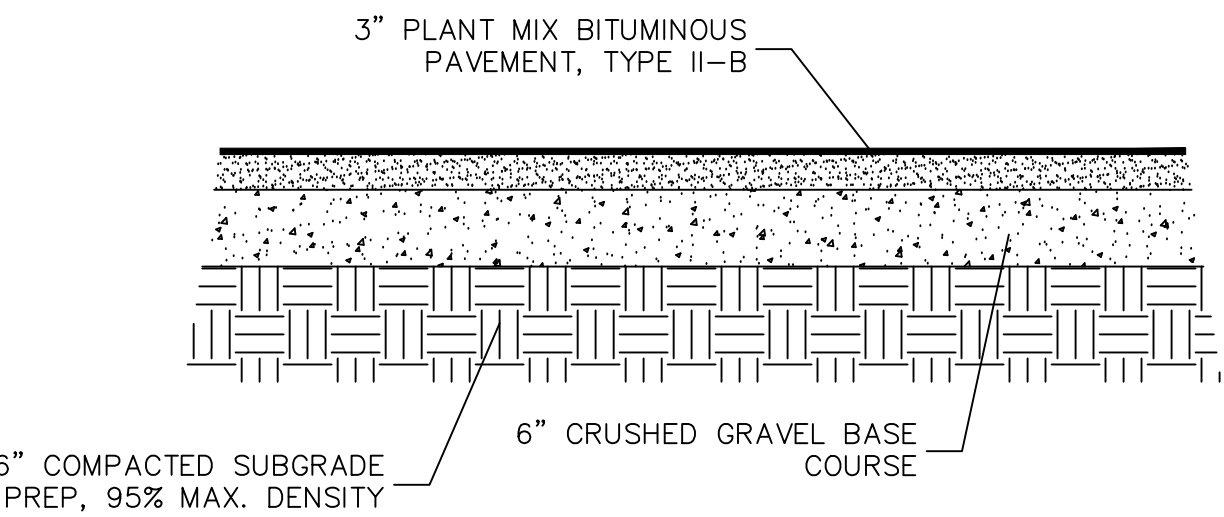
1.36 AC.

GENERAL CONSTRUCTION NOTES

- 285 ENGINEERING AND/OR ENGINEER IS TO BE NOTIFIED PRIOR TO ANY PLAN CHANGES OR ON-SITE DESIGN MODIFICATIONS.
- ALL EXISTING TOPOGRAPHIC SURVEY DATA SHOWN ON THESE PLANS HAS BEEN OBTAINED AND CERTIFIED BY OTHERS. 285 ENGINEERING AND/OR ENGINEER HAS UNDERTAKEN NO FIELD VERIFICATION OF THIS TOPOGRAPHY INFORMATION, AND MAKES NO REPRESENTATION PERTAINING THERETO, AND ASSUMES NO RESPONSIBILITY OR LIABILITY THEREFOR OF THIS TOPOGRAPHY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES AND SHOULD NOT RELY SOLELY ON THESE CONSTRUCTION PLANS FOR UTILITY LOCATIONS. DAMAGE TO ANY EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL CONFINE HIS OPERATIONS TO THE CONSTRUCTION LIMITS OF THE PROJECT AND IN NO WAY SHALL ENCROACHMENT OCCUR ONTO ADJACENT PROPERTIES UNLESS LEGAL EASEMENTS ARE OBTAINED. ALL FILL AND CUT SLOPES SHALL BE SETBACK FROM THE PROPERTY LINE IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY AGREEMENTS NECESSARY OR DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO PUBLIC OR PRIVATE PROPERTY, INCLUDING UTILITIES.
- 285 ENGINEERING AND/OR ENGINEER WAIVES ANY AND ALL RESPONSIBILITY AND IS NOT LIABLE FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND THE DESIGN INTENT THEY CONVEY FOR PROBLEMS WHICH ARISE FROM OTHERS' FAILURE TO OBTAIN AND/OR FOLLOW 285 ENGINEERING AND/OR ENGINEER'S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS.
- THE CONSTRUCTION SURVEYOR SHALL VERIFY PROPOSED GRADES AND INVERT ELEVATIONS, FLOW LINES, ALIGNMENTS, SETBACKS AND TOPOGRAPHY PRIOR TO CONSTRUCTION.
- THE LANDOWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR AND VERIFY, PRIOR TO CONSTRUCTION, PERMIT ISSUANCE, SITE CONDITIONS, SETBACKS, PROPERTY LINES, BUILDING LOCATION, DIMENSIONS, MATERIALS, QUANTITIES, ELEVATIONS AND GRADE FINISHES. ALL WORK SHALL COMPLY WITH APPLICABLE GOVERNING CODES AND MANUFACTURER SPECIFICATIONS.
- THE LANDOWNER AND/OR CONTRACTOR IS RESPONSIBLE FOR OBTAINING A PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, AT LEAST 10 DAYS PRIOR TO THE START OF CONSTRUCTION ACTIVITIES FOR LAND DISTURBANCE AREAS OF ONE ACRE OR GREATER. THE PERMIT MUST BE KEPT CURRENT THROUGHOUT THE CONSTRUCTION DURATION.
- THE LANDOWNER/CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WASTE SUCH AS DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, LITTER, AND SANITARY WASTE, AS APPLICABLE. IN ADDITION, SPILL PREVENTION AND CONTAINMENT BMP'S FOR CONSTRUCTION MATERIALS, WASTE, AND FUEL MUST BE PROVIDED AS APPLICABLE.
- MAXIMUM CUT AND FILL SLOPES SHALL NOT EXCEED 2 FOOT HORIZONTAL: 1 FOOT VERTICAL (2:1).
- ALL FILL ONSITE SHALL BE COMPACTED TO 95% DENSITY OF STANDARD PROCTOR.

ASPHALT NOTES

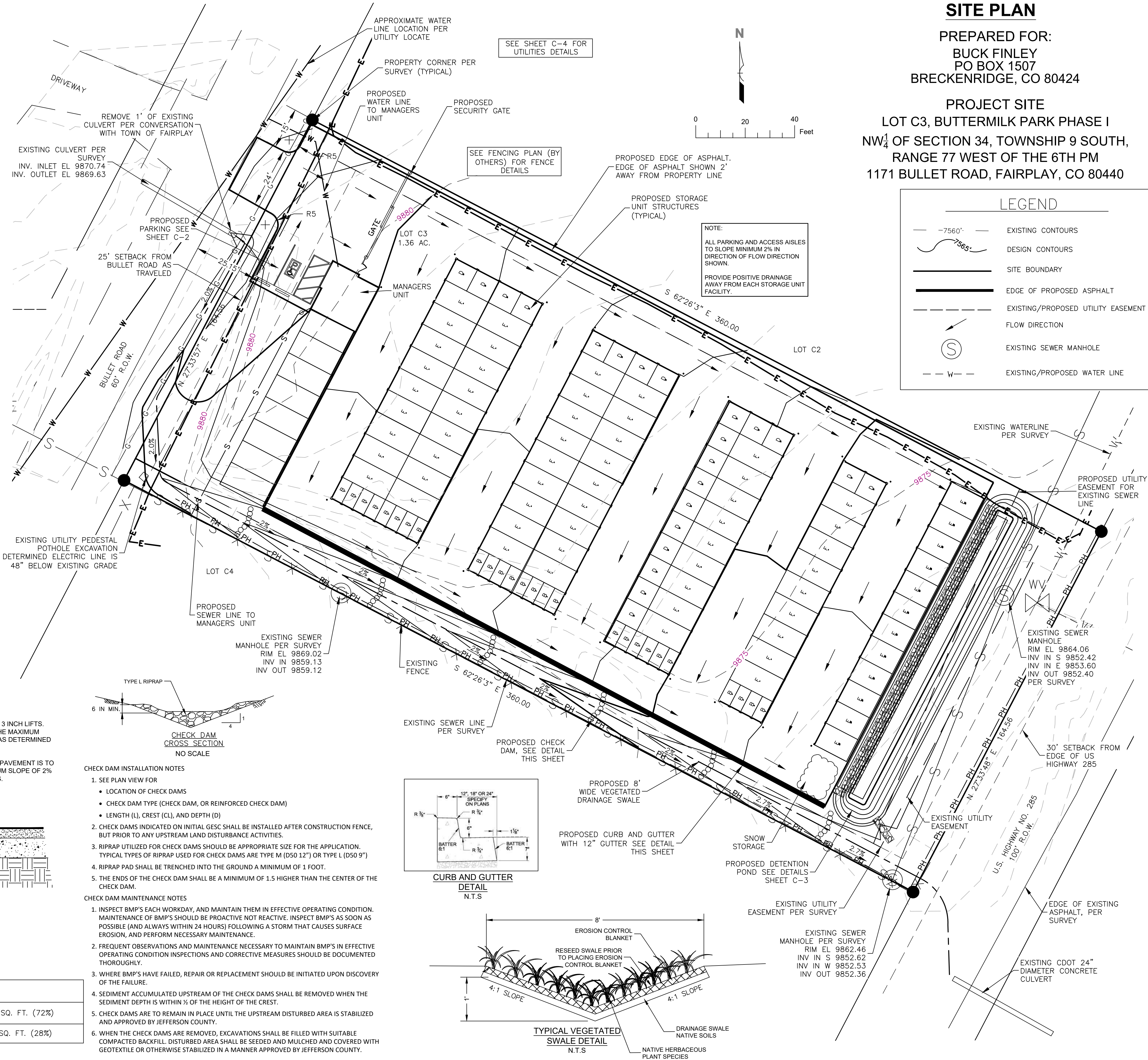
- ASPHALT BINDER GRADE SHALL BE PG 58-28, Ndesign of 50 or 75.
- APPROVED ASPHALT PAVING MATERIAL SHOULD BE PLACED IN MAXIMUM 3 INCH LIFTS. ASPHALT PAVING MATERIAL SHALL BE COMPACTED TO 92% TO 96% OF THE MAXIMUM THEORETICAL DENSITY WITH 0.3% OF THE OPTIMUM ASPHALT CONTENT AS DETERMINED BY ASTM D2041.
- POSITIVE DRAINAGE OF ALL ASPHALT SURFACES SHOULD BE PROVIDED. PAVEMENT IS TO BE FLUSH WITH EXISTING SIDEWALKS AND CONCRETE APRONS. A MINIMUM SLOPE OF 2% (1/4 INCH PER FOOT) SHOULD BE PROVIDED FOR ALL ASPHALT SURFACES.



TYPICAL ASPHALT PARKING LOT SECTION
N.T.S.

STATISTICAL INVENTORY	
PROPOSED ASPHALT AND BUILDING IMPERVIOUS	43077 SQ. FT. (72%)
PROPOSED OPEN SPACE LANDSCAPING/DRAINAGE	16165 SQ. FT. (28%)

OVERALL LOT SITE/GRADING PLAN



GRADING/CONSTRUCTION
SITE PLAN

PREPARED FOR:
BUCK FINLEY
PO BOX 1507
BRECKENRIDGE, CO 80424

PROJECT SITE
LOT C3, BUTTERMILK PARK PHASE I
NW¼ OF SECTION 34, TOWNSHIP 9 SOUTH,
RANGE 77 WEST OF THE 6TH PM
1171 BULLET ROAD, FAIRPLAY, CO 80440

285 ENGINEERING
P.O. BOX 1048
CONIFER, CO 80433
720-515-1781
WWW.285engineering.com



PROJECT NUMBER
2024118

SCHEDULE NUMBER:
R0044664

PROPERTY ADDRESS:
1171 BULLET ROAD
FAIRPLAY, CO 80440

CLIENT:
BUCK FINLEY

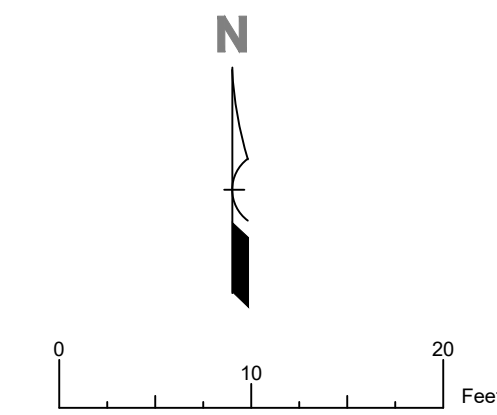
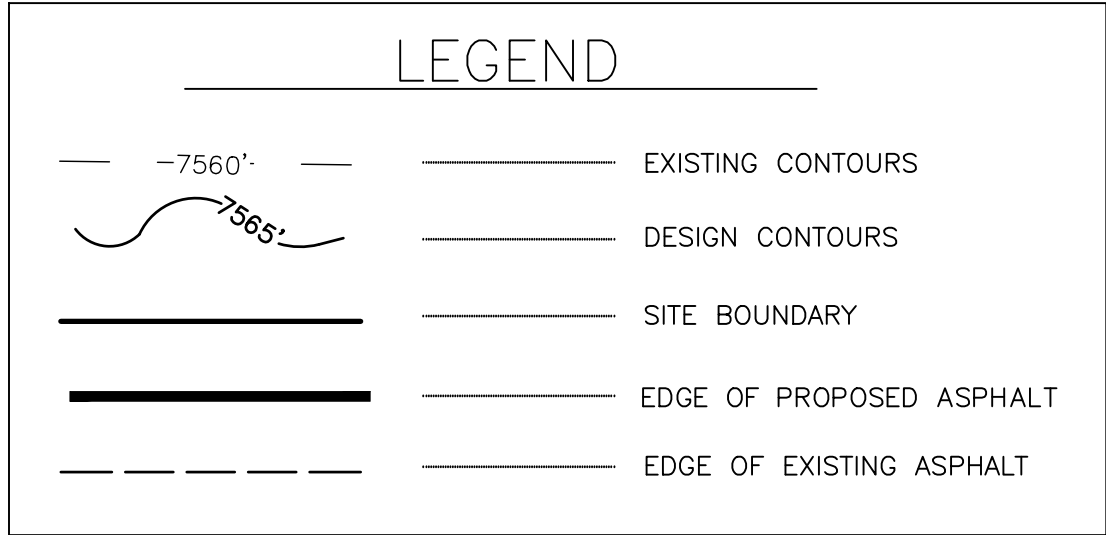
Revisions

No.	Revision/Issue	Date
02	REVIEW COMMENTS	08/15/25
01	REVIEW COMMENTS	05/30/25



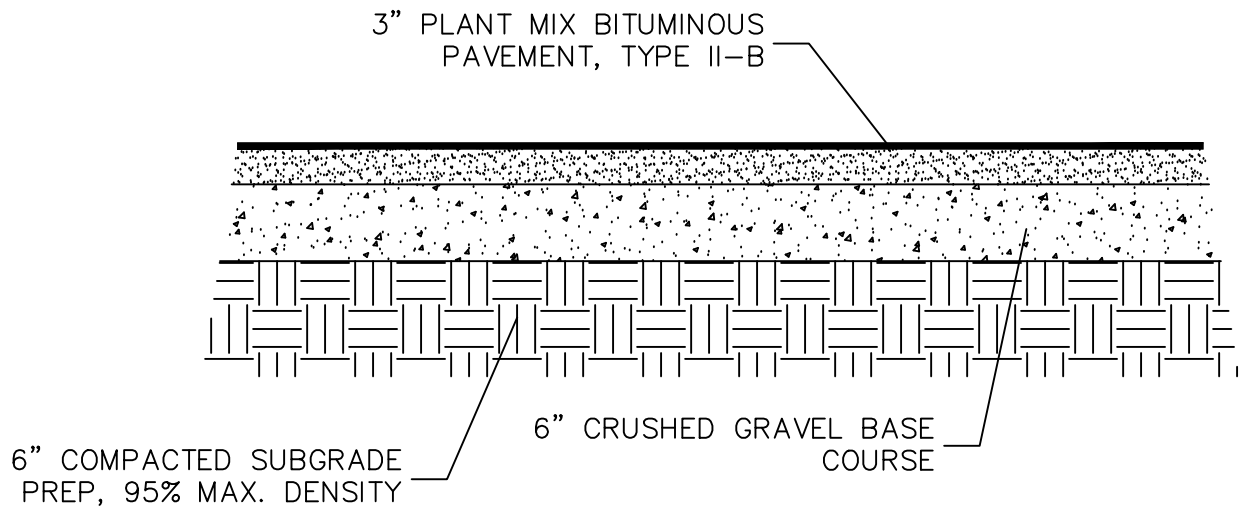
Project	2024118	Sheet	C-1
Date	09/09/2024		
Drawn By	JDM		
Scale	SHOWN		

ASPHALT STRIPING AND PARKING DETAILS

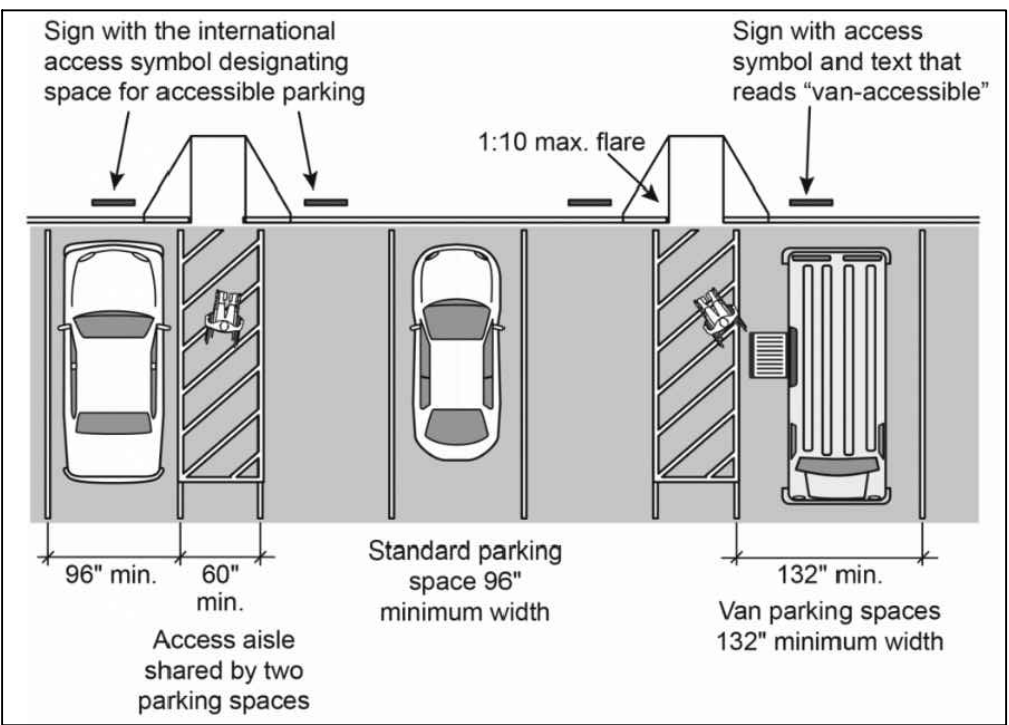


ASPHALT NOTES

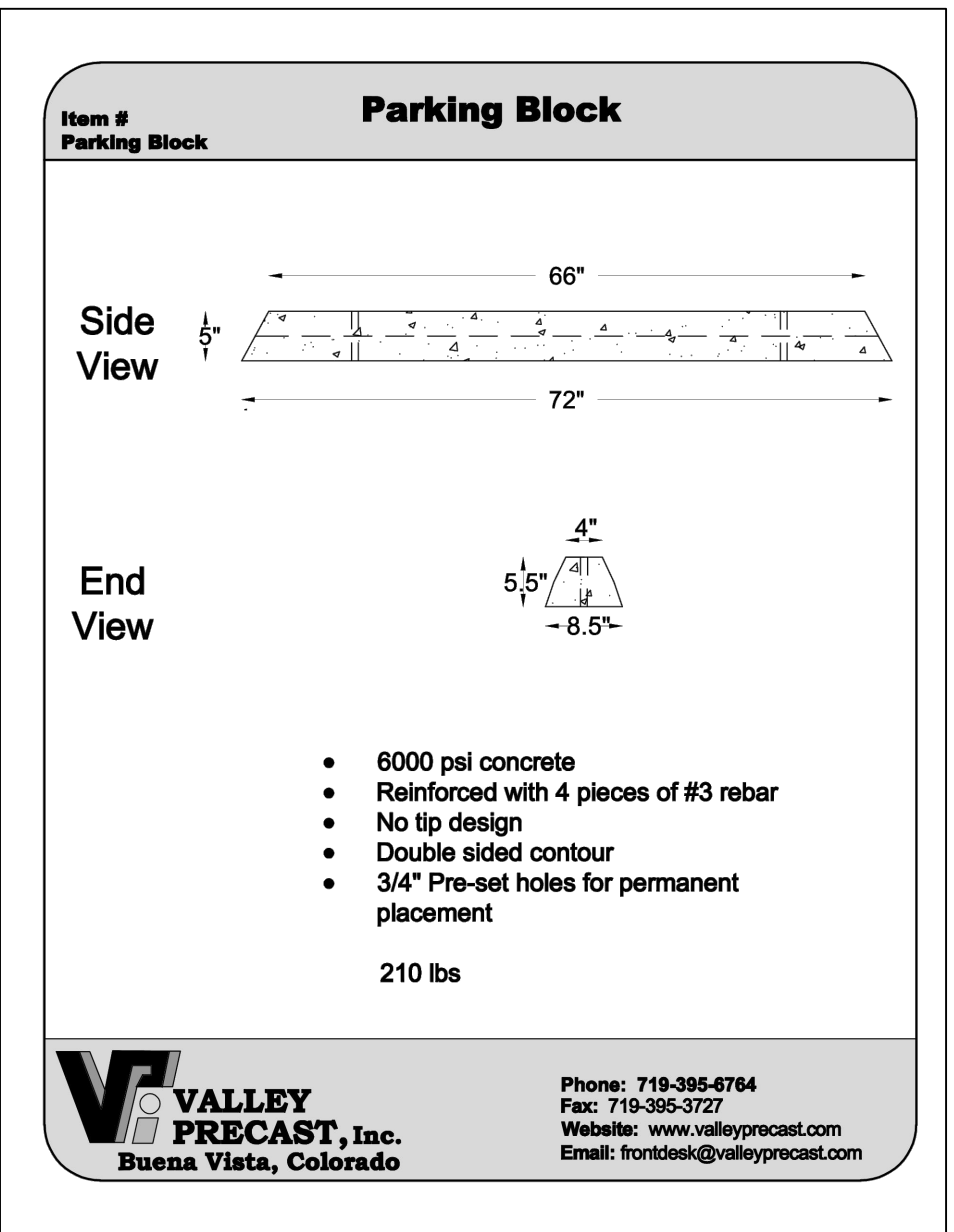
1. ASPHALT BINDER GRADE SHALL BE PG 58-28, Ndesign of 50 or 75.
2. APPROVED ASPHALT PAVING MATERIAL SHOULD BE PLACED IN MAXIMUM 3 INCH LIFTS. ASPHALT PAVING MATERIAL SHALL BE COMPACTED TO 92% TO 96% OF THE MAXIMUM THEORETICAL DENSITY WITH 0.3% OF THE OPTIMUM ASPHALT CONTENT AS DETERMINED BY ASTM D2041.
3. POSITIVE DRAINAGE OF ALL ASPHALT SURFACES SHOULD BE PROVIDED. PAVEMENT IS TO BE FLUSH WITH EXISTING SIDEWALKS AND CONCRETE APRONS. A MINIMUM SLOPE OF 2% (1/4 INCH PER FOOT) SHOULD BE PROVIDED FOR ALL ASPHALT SURFACES.



TYPICAL ASPHALT PARKING LOT SECTION
N.T.S.

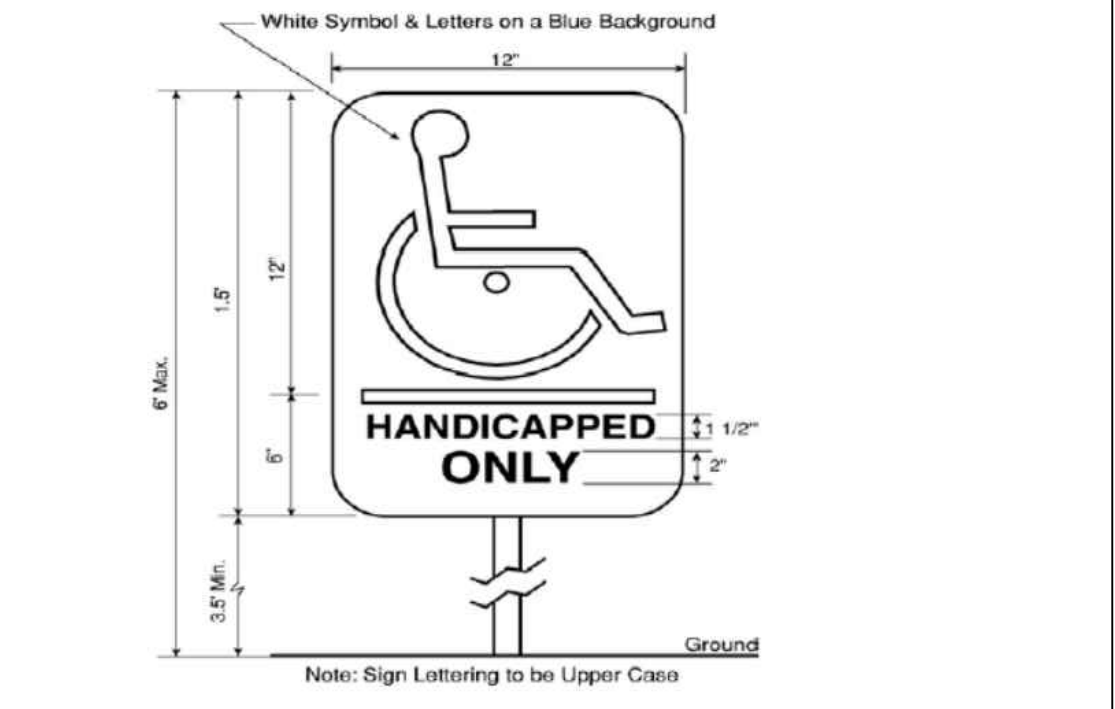


PARKING SPACES AND ACCESS AISLES
N.T.S.

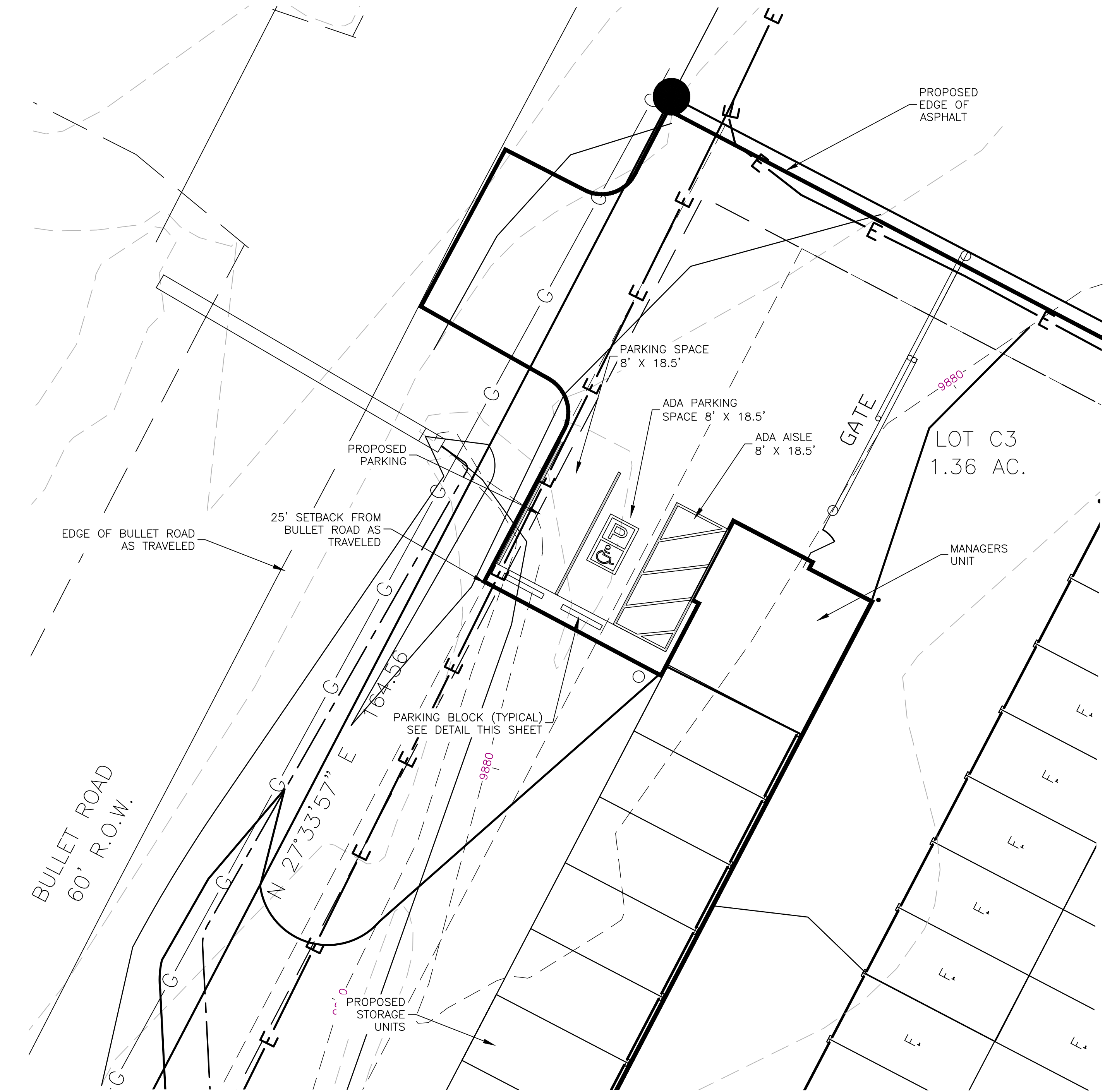
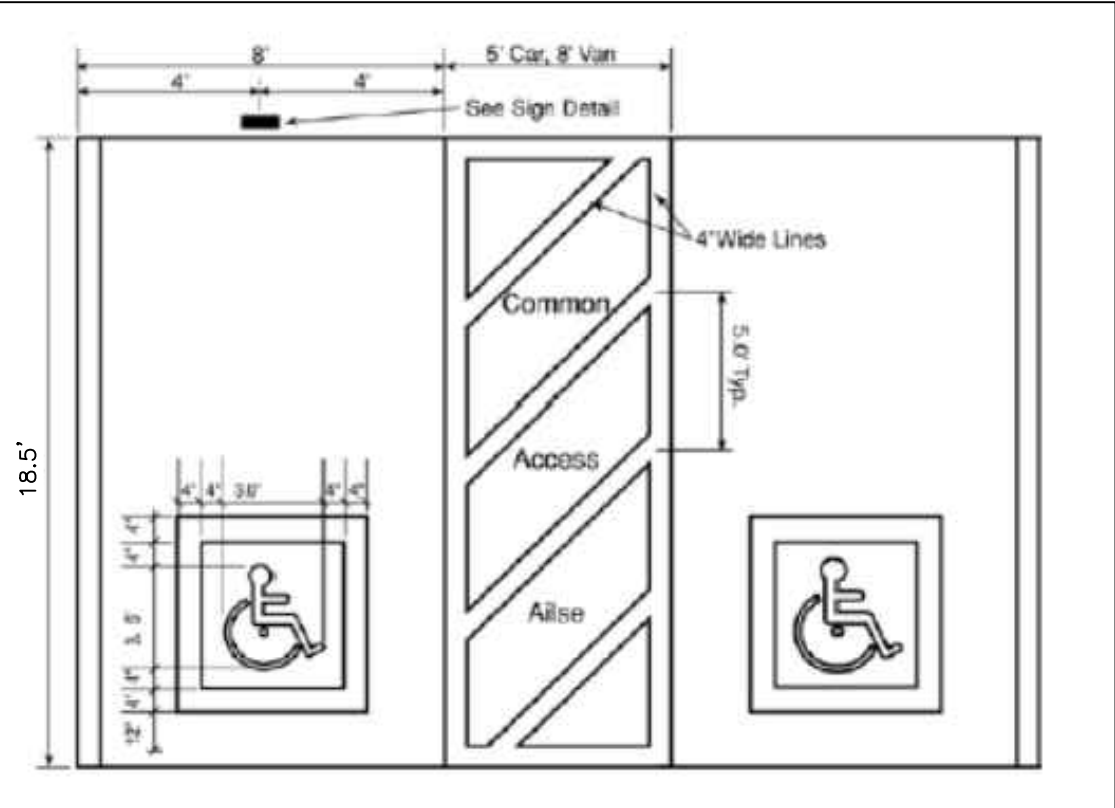


TYPICAL PARKING BLOCK
N.T.S.

Signage: All accessible spaces shall be designated by a sign mounted on a post centered at the head of each space at a height of no less than 3.5 feet and no more than 6 feet above the surface as indicated below. All directional signs, excluding those required for accessible spaces, shall comply with the Signs and Outdoor Advertising Devices Section of this Zoning Resolution. (orig. 7-23-02; am. 12-17-02; am. 9-15-09)



ADA SIGNAGE
N.T.S.



285 ENGINEERING
P.O. BOX 1048
CONIFER, CO 80433
720-515-1781
WWW.285engineering.com



PROJECT NUMBER
2024118

SCHEDULE NUMBER:
R0044664

PROPERTY ADDRESS:
1171 BULLET ROAD
FAIRPLAY, CO 80440

CLIENT:
BUCK FINLEY

Revisions

No.	Revision/Issue	Date
02	REVIEW COMMENTS	08/15/25
01	REVIEW COMMENTS	05/30/25

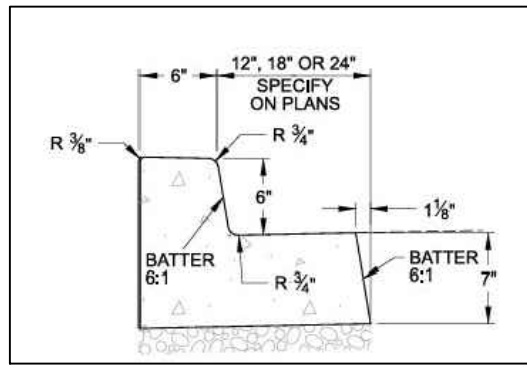
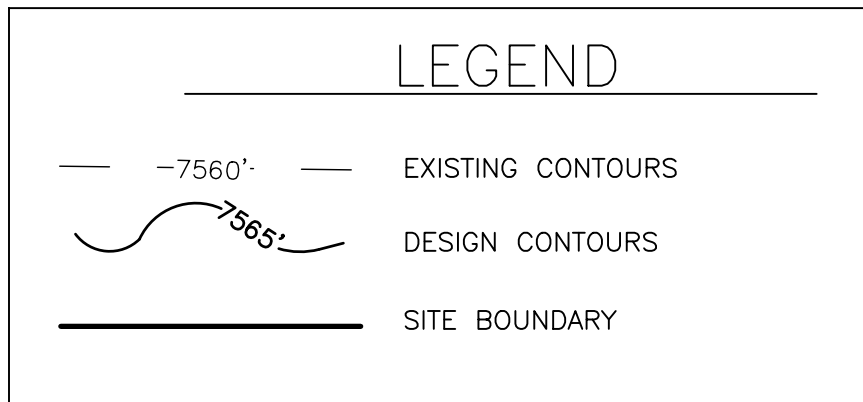


Project 2024118
Date 09/09/2024
Drawn By JDM
Scale SHOWN

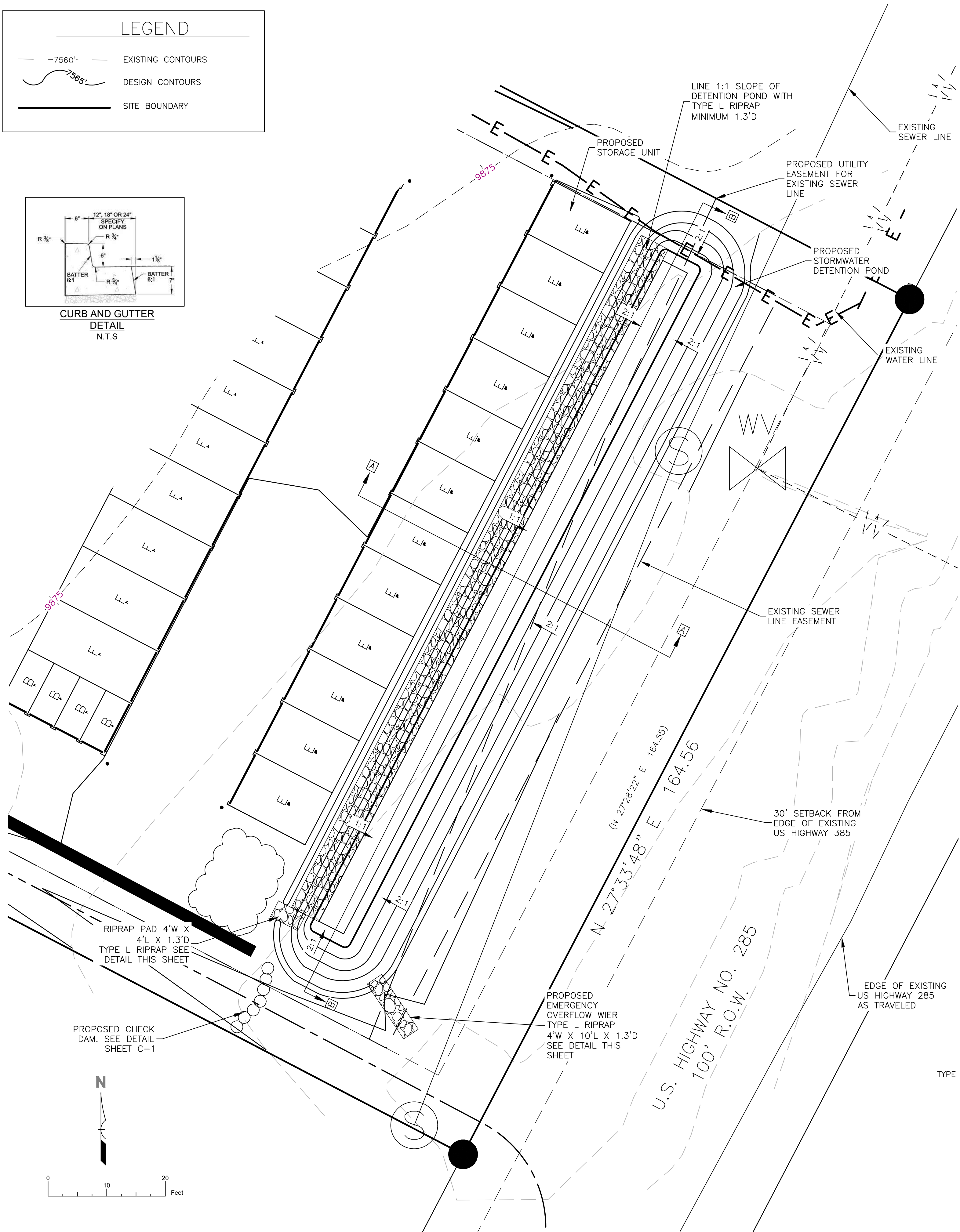
Sheet

C-2

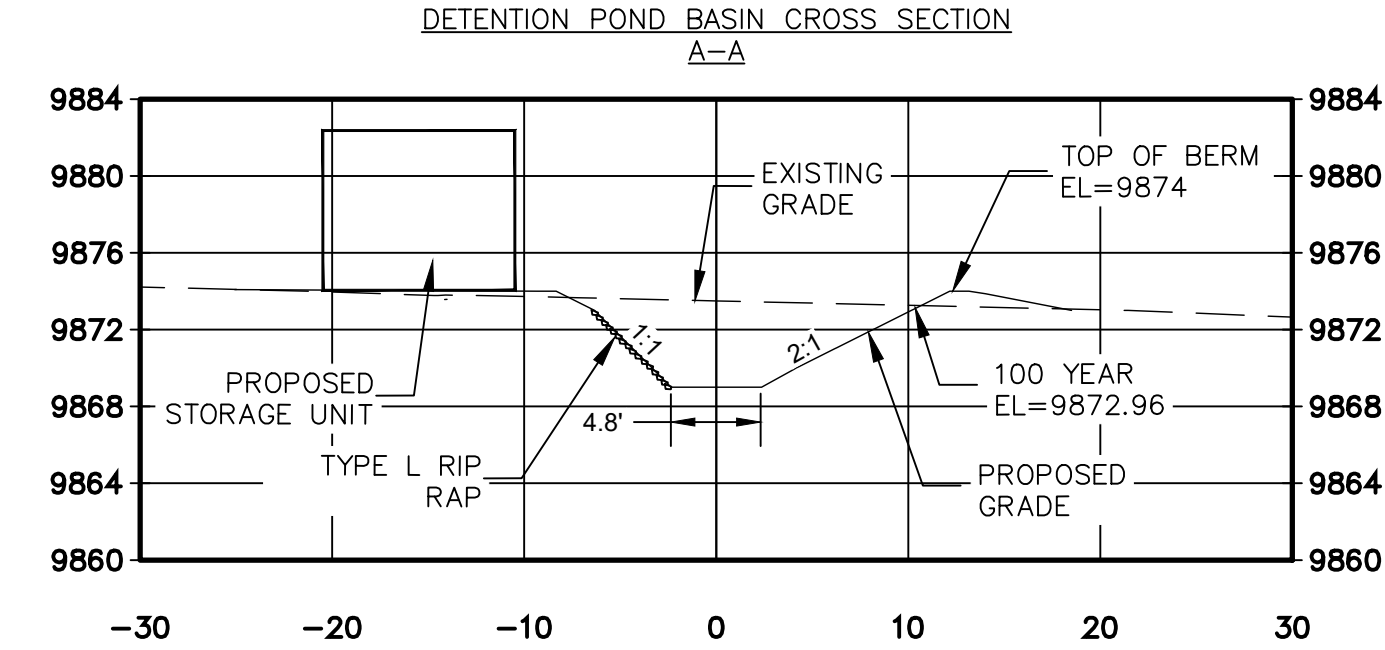
DETENTION POND DETAILS



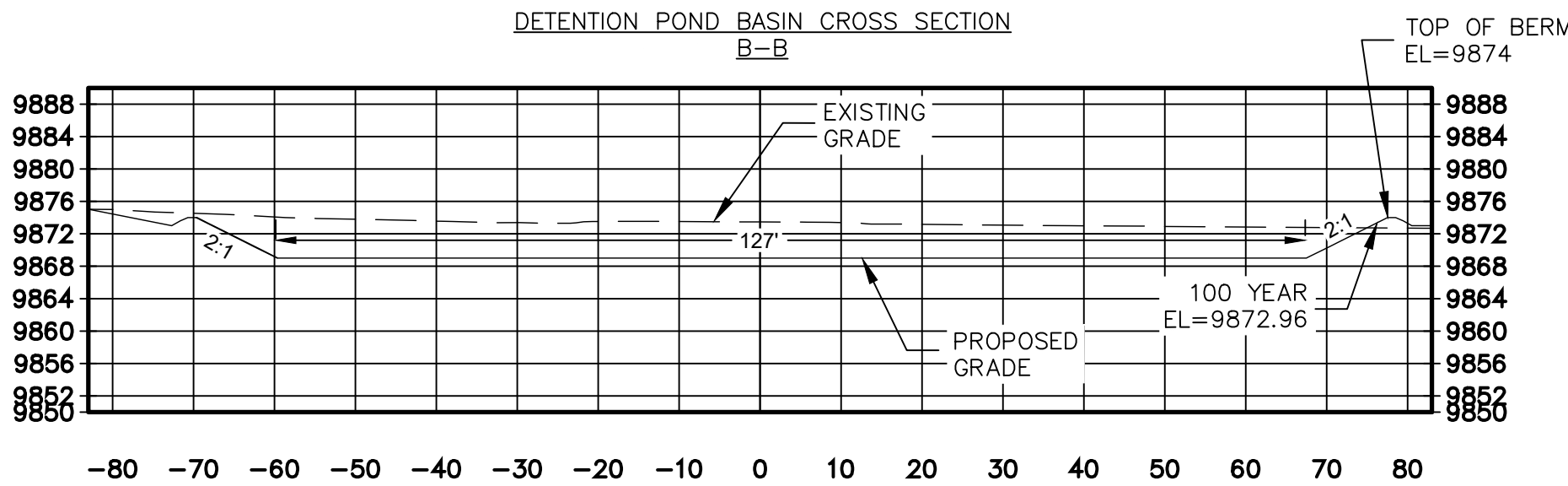
CURB AND GUTTER
DETAIL
N.T.S



POND CROSS SECTION
SCALE 1" = 10'

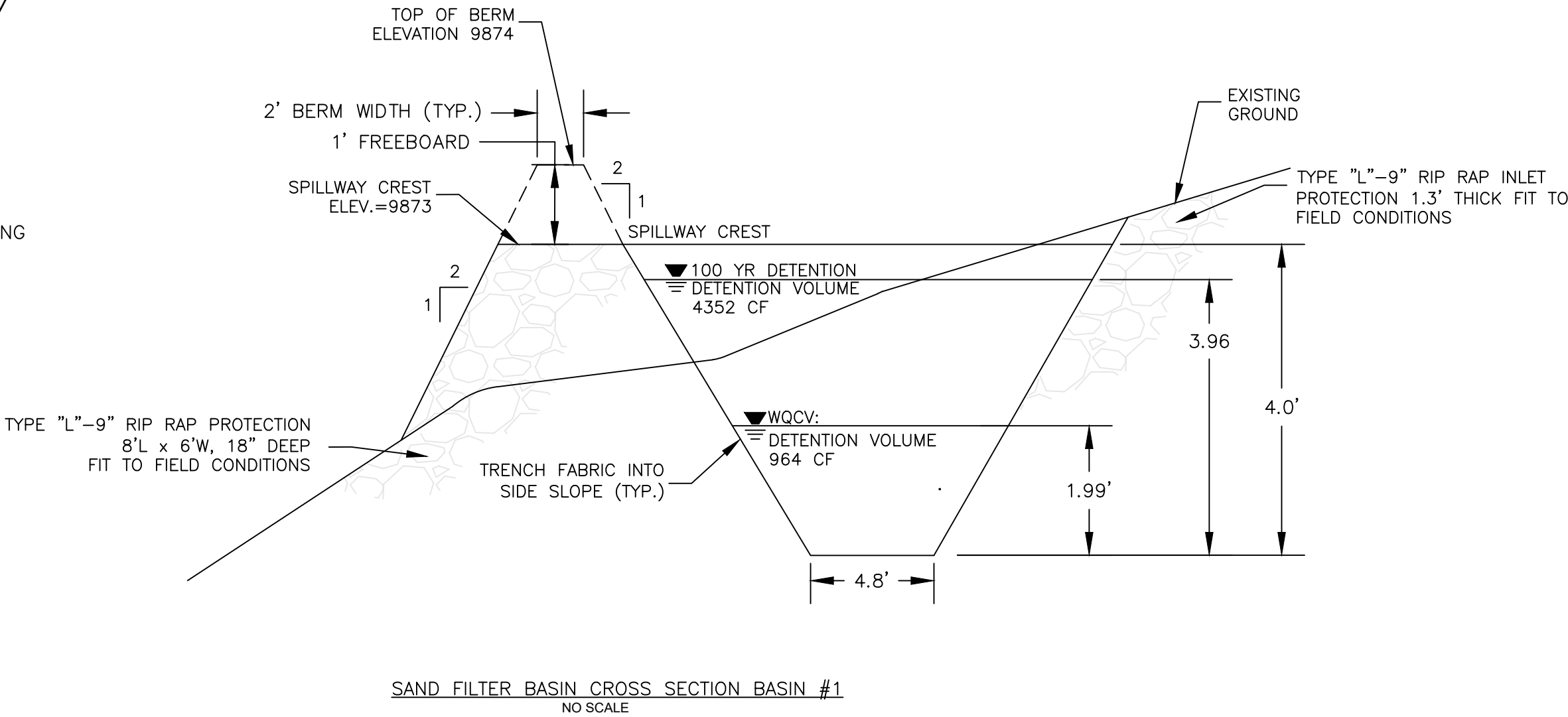
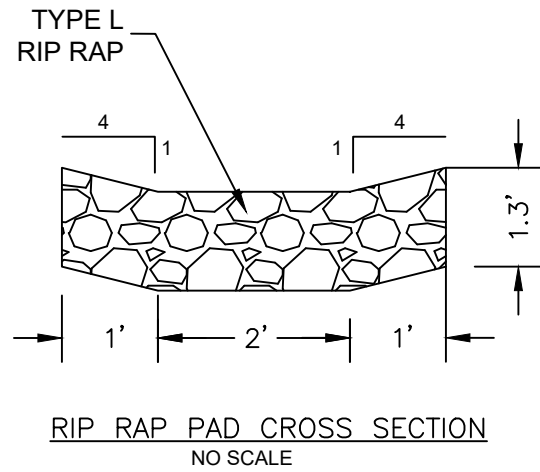
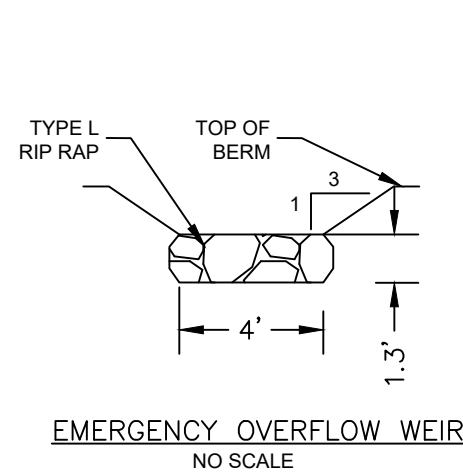


POND CROSS SECTION
SCALE 1" = 20'



POND STAGE STORAGE

Contour Elevation	Countour Area (sq. ft.)	Depth	Incremental Volume (cu. ft.)	Cumulative Volume (cu. ft.)
9869	599.33	N/A	N/A	0.00
9870	982.00	1.00	790.66	790.66
9871	1409.76	1.00	1195.88	1986.54
9872	1855.80	1.00	1632.78	3619.32
9873	2310.45	1.00	2083.12	5702.44



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CONIFER, CO 80433
720-515-1781
WWW.285engineering.com



PROJECT NUMBER
2024118

SCHEDULE NUMBER:
R0044664

PROPERTY ADDRESS:
1171 BULLET ROAD
FAIRPLAY, CO 80440

CLIENT:
BUCK FINLEY

Revisions

No.	Revision/Issue	Date
02	REVIEW COMMENTS	08/15/25
01	REVIEW COMMENTS	05/30/25



Project 2024118
Date 09/09/2024
Drawn By JDM
Scale SHOWN

Sheet
C-3



285 Engineering, INC
P.O. BOX 1048
CONIFER, CO 80433
719-839-1382
www.285engineering.com

REVISED DRAINAGE REPORT

Prepared For:
Buck Finley
PO Box 1507
Breckenridge, CO 80424

Project Site:
Lot C3, Buttermilk Park Phase I
1171 Bullet Road, Fairplay, CO 80440

09/09/2024 - Revised 05/30/2025
Project # 2024118

Summary and Purpose

This drainage report is being prepared to address any drainage concerns and provide calculations for the proposed storage unit facility development proposed for the subject parcel. The project is located within the town of Fairplay with a general elevation between 9872 and 9884. The proposed development is located on the western side of US Highway 285 and is currently a vacant parcel that has a drainage ditch constructed through portions of the lot and underground utilities constructed.

The constructed ditch is at the outfall of an existing culvert under Bullet Road. The proposal includes re-routing the existing ditch along Bullet Road and then along the southern property line to the CDOT right-of-way. The ditch is intended to carry historical flows from the basin in a similar manner to existing conditions, while allowing for development of the parcel. Calculations demonstrating the swale can transport historical flows have been included within this report. See grading plans created by this office, revised dated 05/30/2025.

The purpose of this report is to detail the drainage calculations for a vegetated drainage swale to transport historic flows and onsite detention pond to address Water Quality Capture Volume (WCQV) and 100-year storm event flows.

The total acreage of the parcel is 1.36 acres with no impervious surface at present. The proposed development of a storage unit facility will increase the impervious surface of the parcel to 72% impervious surface.

Historic offsite stormwater flows will be addressed through the design of a vegetated swale. Mile High Flood District Spreadsheet, based off National Oceanic and Atmospheric Administration (NOAA) rainfall event calculations and National Resource Conservation Service (NRCS), soil and permeability data have been used to demonstrate the suitability of the vegetated swale to address stormwater flows.

The detention pond has been calculated using the Mile High Flood District Stormwater Control Measures (SCM) spreadsheet to determine the WQCV needed. The Mile High Flood District Detention Spreadsheet was used to determine the minimum basin geometry to address WQCV and 100-year storm events.

Existing Conditions

The parcel is adjacent to highway 285. The general slope of the lot is between 2 and 4 percent to the southeast. An existing ditch has been excavated through a portion of the lot that will be filled and relocated to capture and transport the historical flow from the culvert crossing under Bullet Road. Flows from the culvert will traverse from northwest to southeast along the southern edge of the parcel.

Flows will exit the subject parcel to the CDOT right of way stormwater system and through a 24" concrete culvert that passes under Highway 285.



Photos 1-3 – CDOT ditch and 24" concrete culvert (under construction)

Per the FEMA flood insurance rate map 08093C0250C, no portion of this property falls within the limits of the 100-year flood plain.



Figure 1 – FEMA Flood Mapping

Soil Conditions

An evaluation of the Natural Resources Conservation Service (NRCS) soil survey data the site is mapped as Hoddon Sandy Loam (HoB), with 1 to 5 percent slopes. The soils are classified as hydrologic group A soils, with a well-drained Drainage Class and a very low Runoff class. The capacity of the most limiting layer to transmit water (Ksat) value is listed as High (2.00 to 6.00 in/hr)

The soil is classified as having a depth greater than 80 inches to a restrictive feature, with no frequency for ponding or flooding. Soil mapping results were confirmed through geotechnical testing performed by this office, see report dated 09/10/2024.

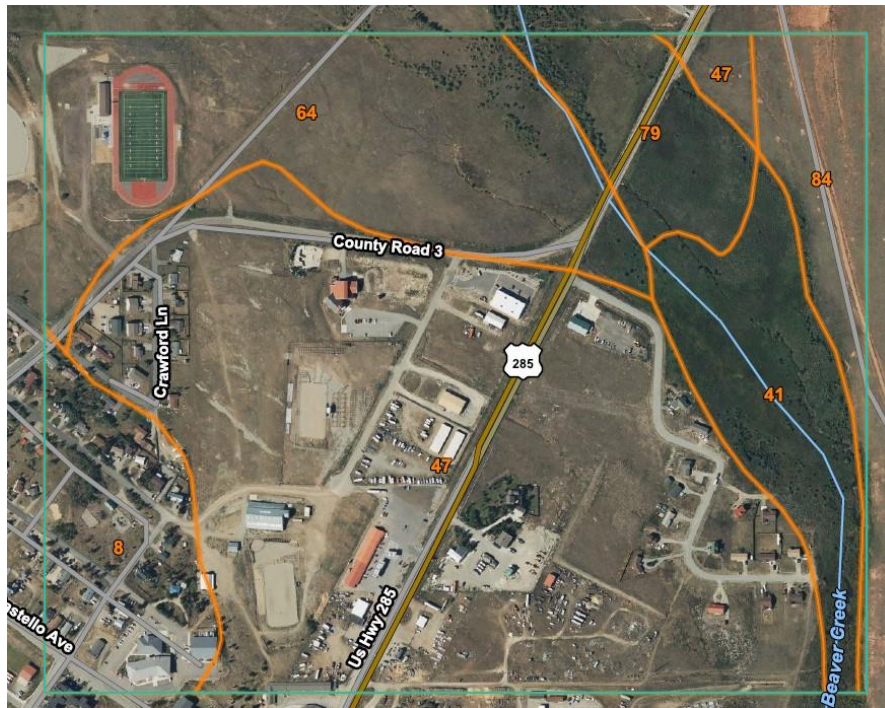


Figure 2 – NRCS Soil Mapping

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
8	Bassel-Reinecker complex, 15 to 55 percent slopes	18.4	8.6%
41	Girardot-Platdon complex, 0 to 1 percent slopes	19.5	9.1%
47	Hodden sandy loam, 1 to 5 percent slopes	108.2	50.7%
64	Lanswick loam, 1 to 5 percent slopes	43.7	20.5%
79	Platdon loam, frequently flooded, 0 to 3 percent slopes	11.9	5.6%
84	Redspoon loamy fine sand, 5 to 20 percent slopes	11.8	5.5%
Totals for Area of Interest		213.6	100.0%

Figure 3 – NRCS Soil Map Unit Legend

Hydrologic Modeling Onsite Conditions

To determine the runoff and peak discharge from the parcel, the Mile High Flood District spreadsheets for determining the Rational Method for runoff, Culvert sizing and swale calculations were used. The Rational Method of model is a storm event surface water hydrologic model applied at a watershed scale, for small watersheds.

Calculations and Spreadsheets

Impervious Surface:

Impervious surface percentages based upon Table 6-3 Urban Storm Drainage Criteria Manual

TABLE 6-3. RECOMMENDED IMPERVIOUSNESS BY SURFACE TYPES

SURFACE TYPES		IMPERVIOUSNESS
Roadways and Paved Streets		95%
Concrete Driveways and Walks		95%
Roofs		95%
Gravel	No Traffic (Pedestrian Use)	40%
	Low-traffic Areas (Maintenance Paths and Substations)	60%
	High-traffic Areas (Roadways and Parking)	80%
Disturbed Soil (Including Lawns, Managed/Active Turf, Landscaped Areas with Water-Wise Vegetation, and Uncompacted Gravel/Mulch Planting Beds)		20%
Undisturbed or Decompressed Soil (Native Grasses and Open Space Areas)		5%
Artificial Turfs ¹	Landscape Applications (without Subgrade Drainage Layer)	25% – 45%
	Sport Fields (with Underdrain Pipe System)	60% – 80%
Water Surfaces (Lakes/Reservoirs/Irrigation Ponds)		100%
Solar Fields ²	Grass Cover (Varies with Panel Orientation Relative to Ground Contours)	10% – 45%
	Gravel Cover (Varies with Panel Orientation Relative to Ground Contours)	50% – 75%
Historic Flow Analysis, Greenbelts, Agricultural		5%
Newly Graded Areas		65%
Stormwater Control Measures ³	Retention Ponds & Constructed Wetland Ponds	100%
	Rooftop Systems – Blue Roofs	95%
	Rooftop Systems – Green Roofs (extensive)	65%
	Rooftop Systems – Green Roofs (intensive)	50%
	Permeable Pavement – CGP/PGP/RGP	55%
	Permeable Pavement – PICP	45%
	Extended Detention Basins	25%
	Receiving Pervious Areas (incl. Grass Buffers & Grass Swales)	20%
	Bioretention & Sand Filters	10%

Impervious Surface Basin A – 1.18 acres

Total Site Acreage – 1.36 acres

The total proposed impervious surface is 51,505 square feet or 1.18 acres.

Pre-Development Impervious Surface Basin A				
SURFACE TYPE	A (sq ft.)	A (acres)	I(%)	AI
UNDEVELOPED AREAS	51,505	1.18	5	0.059

Post Development Impervious Surface Basin A				
SURFACE TYPE	A (sq ft.)	A (acres)	I(%)	AI
ACCESS/ PARKING/BUILDINGS	43,077	0.98	95	0.931
DETENTION BASIN	3523	0.080	25	0.020
UNDEVELOPED AREAS	4,905	0.11	5	0.006
Total	51,505	1.18		

BASIN A

Weighted Average I Pre-Development = $(0.059)/1.18 = 0.05$ or 5%

Weighted Average I Post Development = $(0.931+0.020+0.006)/1.18 = 0.811$ or 81.1%

WQCV of 0.022 acre-feet based on the Mile High Flood Districts SCM spreadsheet was entered in the Spreadsheet. The 1- hour rainfall events were based off of the National Oceanic and Atmospheric Administration (NOAA) NOAA Atlas 14 for the subject site.

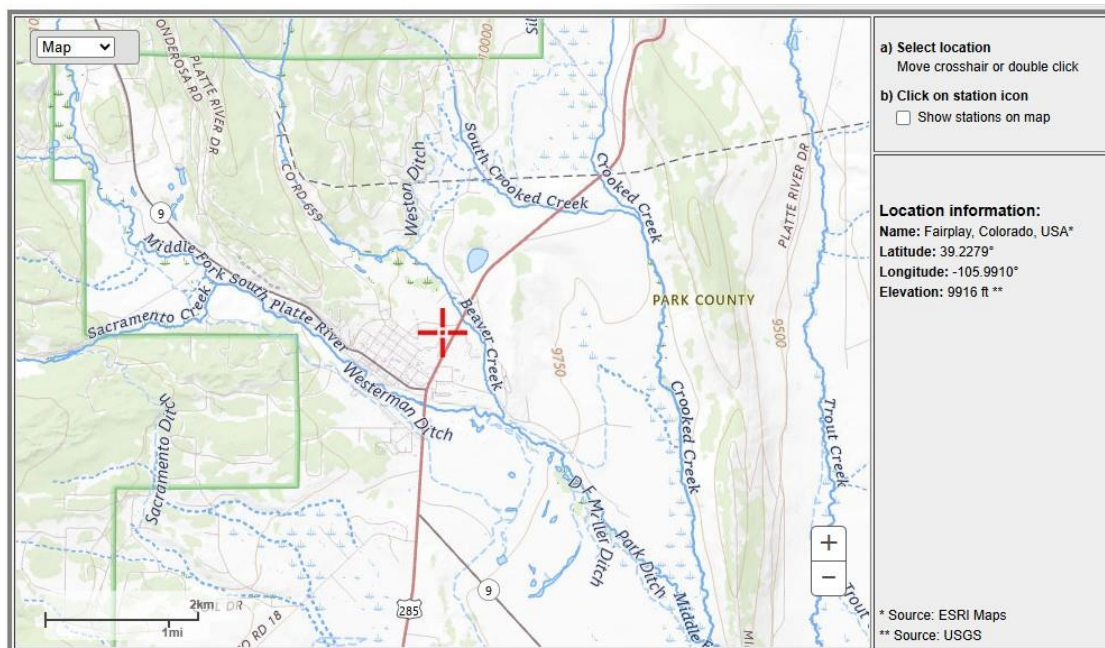
Watershed Information

Selected BMP Type =	EDB	
Watershed Area =	0.98	acres
Watershed Length =	350	ft
Watershed Length to Centroid =	100	ft
Watershed Slope =	0.026	ft/ft
Watershed Imperviousness =	81.10%	percent
Percentage Hydrologic Soil Group A =	100.0%	percent
Percentage Hydrologic Soil Group B =	0.0%	percent
Percentage Hydrologic Soil Groups C/D =	0.0%	percent
Target WQCV Drain Time =	40.0	hours
Location for 1-hr Rainfall Depths =	User Input	

After providing required inputs above including 1-hour rainfall depths, click 'Run CUHP' to generate runoff hydrographs using the embedded Colorado Urban Hydrograph Procedure.

Optional User Overrides

Water Quality Capture Volume (WQCV) =	0.022	acre-feet	0.022	acre-feet
Excess Urban Runoff Volume (EURV) =	0.105	acre-feet		acre-feet
2-yr Runoff Volume (P1 = 0.55 in.) =	0.029	acre-feet	0.55	inches
5-yr Runoff Volume (P1 = 0.74 in.) =	0.041	acre-feet	0.74	inches
10-yr Runoff Volume (P1 = 0.92 in.) =	0.052	acre-feet	0.92	inches
25-yr Runoff Volume (P1 = 1.2 in.) =	0.070	acre-feet	1.20	inches
50-yr Runoff Volume (P1 = 1.43 in.) =	0.086	acre-feet	1.43	inches
100-yr Runoff Volume (P1 = 1.68 in.) =	0.103	acre-feet	1.68	inches
500-yr Runoff Volume (P1 = 2.34 in.) =	0.152	acre-feet	2.34	inches
Approximate 2-yr Detention Volume =	0.032	acre-feet		
Approximate 5-yr Detention Volume =	0.044	acre-feet		
Approximate 10-yr Detention Volume =	0.056	acre-feet		
Approximate 25-yr Detention Volume =	0.076	acre-feet		
Approximate 50-yr Detention Volume =	0.088	acre-feet		
Approximate 100-yr Detention Volume =	0.099	acre-feet		



POINT PRECIPITATION FREQUENCY (PF) ESTIMATES
 WITH 90% CONFIDENCE INTERVALS AND SUPPLEMENTARY INFORMATION
 NOAA Atlas 14, Volume 8, Version 2

Figure 4 – NOAA Rainfall Map

PDS-based precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.144 (0.112-0.187)	0.182 (0.141-0.236)	0.250 (0.194-0.327)	0.315 (0.242-0.412)	0.413 (0.313-0.579)	0.498 (0.366-0.704)	0.590 (0.418-0.858)	0.691 (0.470-1.04)	0.836 (0.546-1.29)	0.954 (0.604-1.48)
10-min	0.211 (0.164-0.274)	0.266 (0.207-0.346)	0.367 (0.284-0.478)	0.461 (0.355-0.604)	0.605 (0.458-0.847)	0.729 (0.535-1.03)	0.864 (0.612-1.26)	1.01 (0.688-1.52)	1.22 (0.799-1.89)	1.40 (0.884-2.17)
15-min	0.258 (0.200-0.335)	0.324 (0.252-0.422)	0.447 (0.346-0.583)	0.562 (0.433-0.737)	0.738 (0.558-1.03)	0.890 (0.653-1.26)	1.05 (0.747-1.53)	1.23 (0.839-1.85)	1.49 (0.975-2.30)	1.70 (1.08-2.65)
30-min	0.358 (0.279-0.465)	0.448 (0.348-0.582)	0.613 (0.474-0.799)	0.767 (0.590-1.00)	1.00 (0.759-1.40)	1.21 (0.887-1.71)	1.43 (1.01-2.08)	1.67 (1.14-2.51)	2.02 (1.32-3.12)	2.31 (1.46-3.59)
60-min	0.441 (0.343-0.573)	0.548 (0.426-0.713)	0.742 (0.575-0.968)	0.922 (0.710-1.21)	1.20 (0.901-1.66)	1.43 (1.05-2.01)	1.68 (1.19-2.43)	1.95 (1.32-2.91)	2.34 (1.52-3.60)	2.65 (1.68-4.13)
2-hr	0.523 (0.411-0.673)	0.648 (0.508-0.835)	0.872 (0.682-1.13)	1.08 (0.836-1.40)	1.38 (1.05-1.90)	1.64 (1.22-2.29)	1.92 (1.37-2.75)	2.22 (1.52-3.28)	2.65 (1.75-4.04)	3.00 (1.92-4.61)
3-hr	0.574 (0.453-0.735)	0.701 (0.552-0.897)	0.926 (0.728-1.19)	1.13 (0.884-1.46)	1.44 (1.10-1.97)	1.70 (1.26-2.35)	1.98 (1.42-2.82)	2.28 (1.58-3.35)	2.71 (1.80-4.10)	3.06 (1.97-4.66)
6-hr	0.690 (0.549-0.873)	0.828 (0.658-1.05)	1.07 (0.848-1.36)	1.29 (1.01-1.64)	1.61 (1.24-2.16)	1.87 (1.40-2.55)	2.15 (1.56-3.01)	2.45 (1.71-3.54)	2.88 (1.93-4.28)	3.21 (2.09-4.84)
12-hr	0.866 (0.696-1.09)	1.02 (0.820-1.28)	1.29 (1.03-1.63)	1.53 (1.22-1.94)	1.88 (1.46-2.50)	2.17 (1.64-2.92)	2.48 (1.81-3.42)	2.80 (1.97-3.99)	3.26 (2.20-4.78)	3.62 (2.38-5.38)
24-hr	1.08 (0.875-1.34)	1.25 (1.01-1.55)	1.55 (1.25-1.93)	1.82 (1.46-2.27)	2.21 (1.73-2.89)	2.53 (1.93-3.36)	2.87 (2.12-3.92)	3.23 (2.30-4.55)	3.74 (2.56-5.42)	4.15 (2.76-6.08)
2-day	1.30 (1.07-1.60)	1.49 (1.22-1.84)	1.83 (1.49-2.25)	2.12 (1.72-2.63)	2.56 (2.02-3.31)	2.92 (2.25-3.83)	3.30 (2.46-4.44)	3.70 (2.66-5.14)	4.27 (2.95-6.10)	4.72 (3.18-6.83)
3-day	1.45 (1.19-1.77)	1.67 (1.37-2.04)	2.04 (1.67-2.50)	2.37 (1.93-2.92)	2.85 (2.26-3.66)	3.24 (2.51-4.22)	3.65 (2.74-4.88)	4.08 (2.95-5.62)	4.69 (3.26-6.65)	5.17 (3.50-7.42)
4-day	1.58 (1.30-1.92)	1.82 (1.50-2.21)	2.22 (1.82-2.70)	2.57 (2.10-3.15)	3.08 (2.45-3.93)	3.49 (2.72-4.52)	3.92 (2.96-5.21)	4.38 (3.17-5.99)	5.01 (3.50-7.05)	5.50 (3.74-7.86)
7-day	1.92 (1.60-2.31)	2.18 (1.81-2.63)	2.63 (2.17-3.18)	3.01 (2.48-3.66)	3.56 (2.86-4.50)	4.01 (3.14-5.13)	4.47 (3.39-5.87)	4.95 (3.62-6.70)	5.62 (3.96-7.82)	6.14 (4.22-8.67)
10-day	2.21 (1.85-2.65)	2.49 (2.08-2.99)	2.97 (2.47-3.58)	3.38 (2.80-4.09)	3.98 (3.20-4.98)	4.45 (3.50-5.65)	4.94 (3.77-6.44)	5.45 (4.00-7.31)	6.15 (4.36-8.50)	6.70 (4.63-9.40)
20-day	2.98 (2.52-3.54)	3.35 (2.82-3.98)	3.97 (3.33-4.72)	4.49 (3.75-5.37)	5.22 (4.24-6.45)	5.80 (4.61-7.27)	6.40 (4.93-8.22)	7.00 (5.20-9.26)	7.83 (5.61-10.7)	8.47 (5.92-11.7)
30-day	3.61 (3.06-4.26)	4.07 (3.44-4.80)	4.81 (4.06-5.69)	5.43 (4.56-6.45)	6.28 (5.12-7.68)	6.94 (5.54-8.62)	7.61 (5.89-9.69)	8.28 (6.18-10.8)	9.18 (6.61-12.4)	9.86 (6.94-13.5)
45-day	4.42 (3.77-5.18)	4.98 (4.25-5.84)	5.89 (5.00-6.92)	6.62 (5.60-7.81)	7.61 (6.23-9.22)	8.36 (6.70-10.3)	9.09 (7.07-11.5)	9.81 (7.36-12.7)	10.8 (7.78-14.3)	11.4 (8.11-15.6)
60-day	5.12 (4.38-5.97)	5.78 (4.94-6.74)	6.81 (5.81-7.97)	7.64 (6.48-8.98)	8.73 (7.16-10.5)	9.54 (7.67-11.6)	10.3 (8.04-12.9)	11.0 (8.31-14.2)	12.0 (8.71-15.9)	12.6 (9.01-17.1)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

Figure 5 – NOAA Rainfall Frequency Chart

The minimum required basin geometry was calculated determining that the detention basin floor dimensions are 4.8' x 124.8' with 2:1 side slope. The minimum proposed stage storage table was generated.

Define Zones and Basin Geometry

Zone 1 Volume (WQCV) =	0.022	acre-feet
Zone 2 Volume (100-year - Zone 1) =	0.077	acre-feet
Select Zone 3 Storage Volume (Optional) =		acre-feet
Total Detention Basin Volume =	0.099	acre-feet
Initial Surcharge Volume (ISV) =	7	ft ³
Initial Surcharge Depth (ISD) =	0.33	ft
Total Available Detention Depth (H _{total}) =	4.00	ft
Depth of Trickle Channel (H _{TC}) =	0.50	ft
Slope of Trickle Channel (S _{TC}) =	0.001	ft/ft
Slopes of Main Basin Sides (S _{main}) =	2	H:V
Basin Length-to-Width Ratio (R _{L/W}) =	620	

Smain not typical.

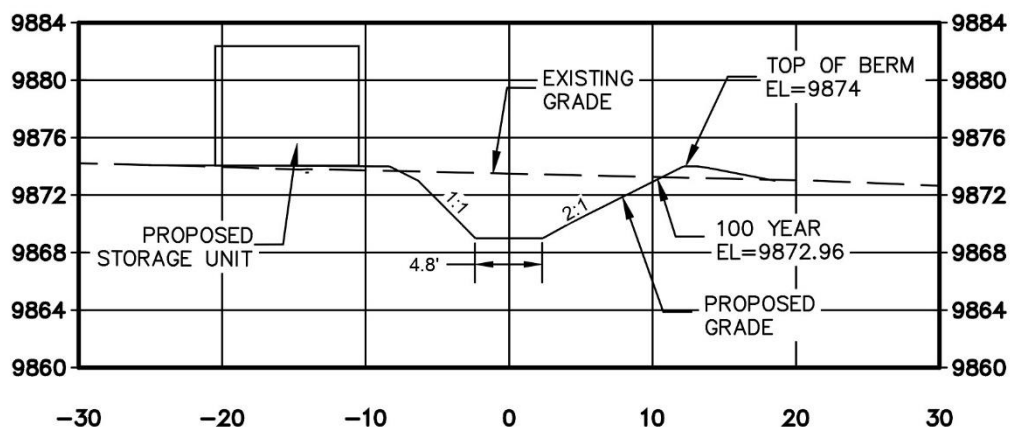
Initial Surcharge Area (A _{ISV}) =	21	ft ²
Surcharge Volume Length (L _{ISV}) =	4.6	ft
Surcharge Volume Width (W _{ISV}) =	4.6	ft
Depth of Basin Floor (H _{FLOOR}) =	0.12	ft
Length of Basin Floor (L _{FLOOR}) =	124.8	ft
Width of Basin Floor (W _{FLOOR}) =	4.8	ft
Area of Basin Floor (A _{FLOOR}) =	599	ft ²
Volume of Basin Floor (V _{FLOOR}) =	29	ft ³
Depth of Main Basin (H _{MAIN}) =	3.05	ft
Length of Main Basin (L _{MAIN}) =	137.0	ft
Width of Main Basin (W _{MAIN}) =	17.0	ft
Area of Main Basin (A _{MAIN}) =	2,330	ft ²
Volume of Main Basin (V _{MAIN}) =	4,179	ft ³
Calculated Total Basin Volume (V _{total}) =	0.097	acre-feet

Depth Increment =		1.00	ft						
Stage - Storage Description	Stage (ft)	Optional Override Stage (ft)	Length (ft)	Width (ft)	Area (ft ²)	Optional Override Area (ft ²)	Area (acre)	Volume (ft ³)	Volume (ac-ft)
Top of Micropool	0.00		4.6	4.6	21		0.000		
ISV	0.33		4.6	4.6	21		0.000	7	0.000
Floor	0.95		124.8	4.8	599		0.014	54	0.001
	1.00		125.0	5.0	625		0.014	85	0.002
Zone 1 (WQCV)	1.99		129.0	9.0	1,156		0.027	964	0.022
	2.00		129.0	9.0	1,161		0.027	975	0.022
	3.00		133.0	13.0	1,729		0.040	2,418	0.056
Zone 2 (100-year)	3.96		136.9	16.8	2,305		0.053	4,352	0.100
	4.00		137.0	17.0	2,330		0.053	4,445	0.102

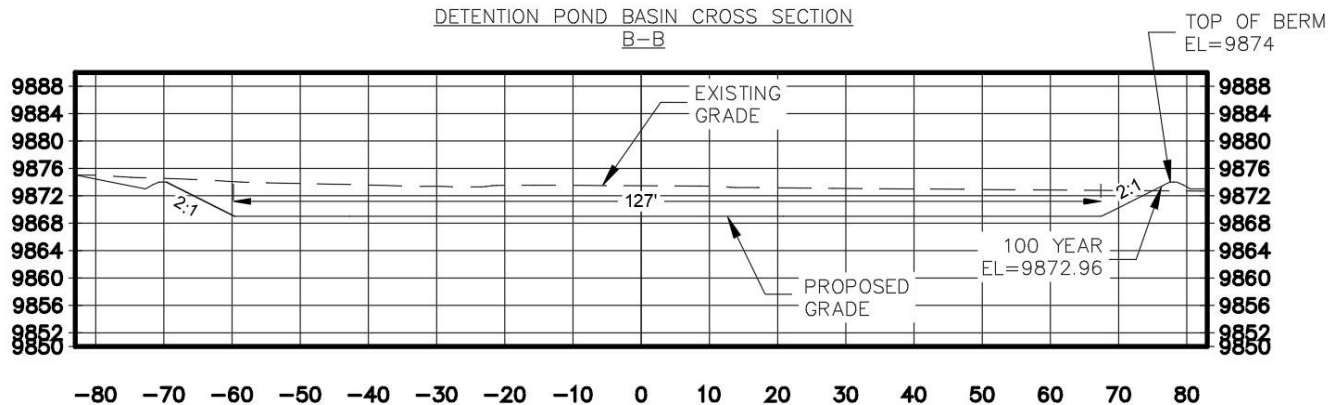
Site constraints require that the detention pond is designed to be a 1:1 slope on the western side and 2:1 slope on the eastern side. The Spreadsheets are not capable of calculating minimum storage requirements for varying side slopes. A proposed stage storage table has been created based on the designed detention pond to demonstrate the varying slopes of the pond. The overall dimensions of the pond are larger than the minimum required for capturing and treating the WQCV and the 100- year event. The proposed basin dimensions of the pond are 4.8' x 127' exceeding the minimum basin dimensions required.

Contour Elevation	Contour Area (sq.ft.)	Depth	Incremental Volume (cu.ft.)	Cumulative Volume (cu.ft.)
9869	599.33	N/A	N/A	0.00
9870	982.00	1.00	790.66	790.66
9871	1409.76	1.00	1195.88	1986.54
9872	1855.80	1.00	1632.78	3619.32
9873	2310.45	1.00	2083.12	5702.44

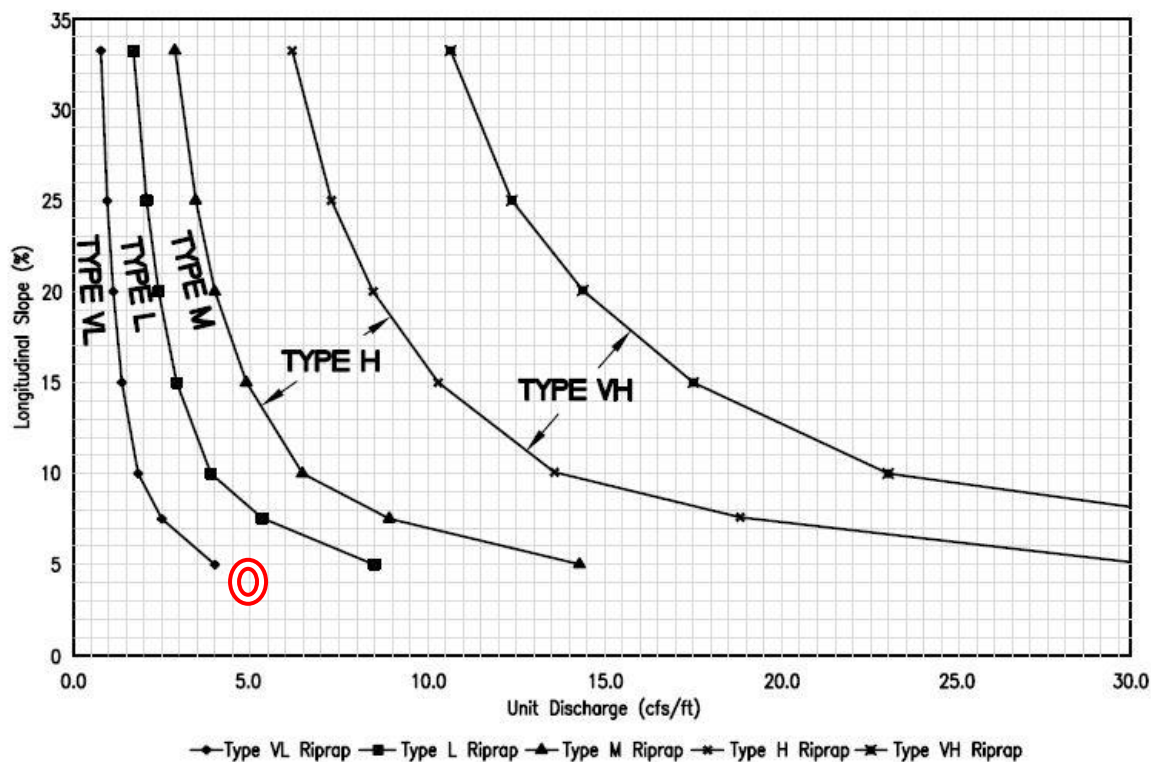
DETENTION POND BASIN CROSS SECTION
A-A



DETENTION POND BASIN CROSS SECTION
B-B



Rip Rap Calculations:



Basin A ⓪

Use Type L Rip Rap

D_{50} = the median size of the riprap (see Table HS-9.)

Table HS-9—Median (i.e., D_{50}) Size of District's Riprap/Boulder

Riprap Type	D_{50} —Median Rock Size (inches)
L	9
M	12
H	18
B18	18 (minimum dimension of grouted boulders)

Rip Rap Depth

$$T = 1.75D_{50}$$

$$T = 1.3ft.$$

Hydrologic Modeling Offsite Conditions

A review of the Town of Fairplay Street and Drainage Master Plan (Master Plan), created by Farnsworth and Polk, April 2001, indicates the subject site is located within Area K of the Drainage Area Map (Figure 9) of the report.

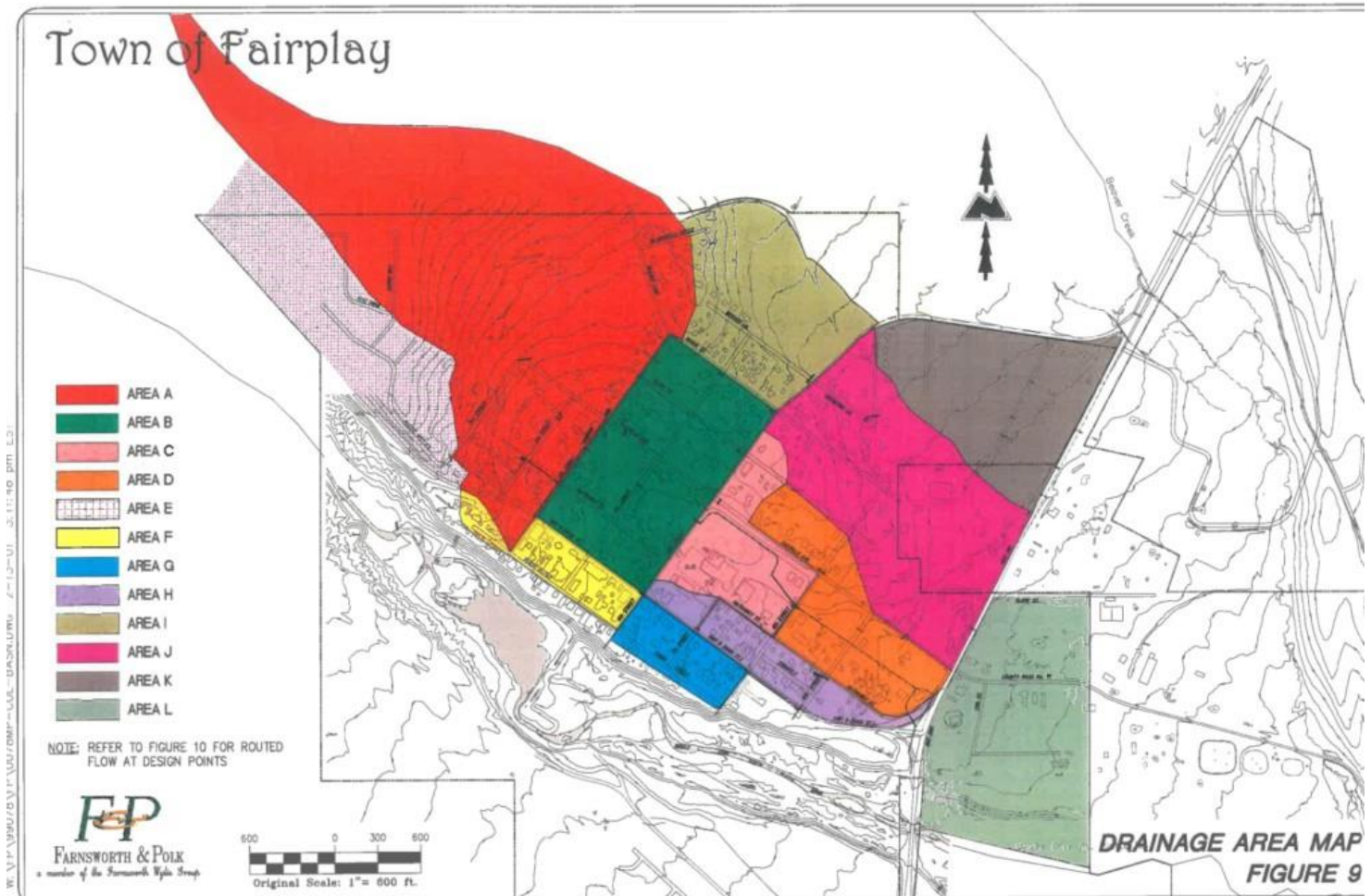


Figure 5 – Town of Fairplay – Drainage Area Map (Figure 9)

The Master Plan has broken out Area or Basin K on the mapping. Area K Encompasses the Buttermilk Business Park located at the southwestern corner of Park County Road 3 and Highway 285. The Area was not Included within the original Master Plan, and it is noted that the stormwater and drainage issues should be included as part of the development of the area. Historically the development of the basin has not considered stormwater quality management and flows were direct to the subject parcel with a swale and informal concave area on the property. Stormwater drainage issues should be included as part of the existing and future development within this Basin.

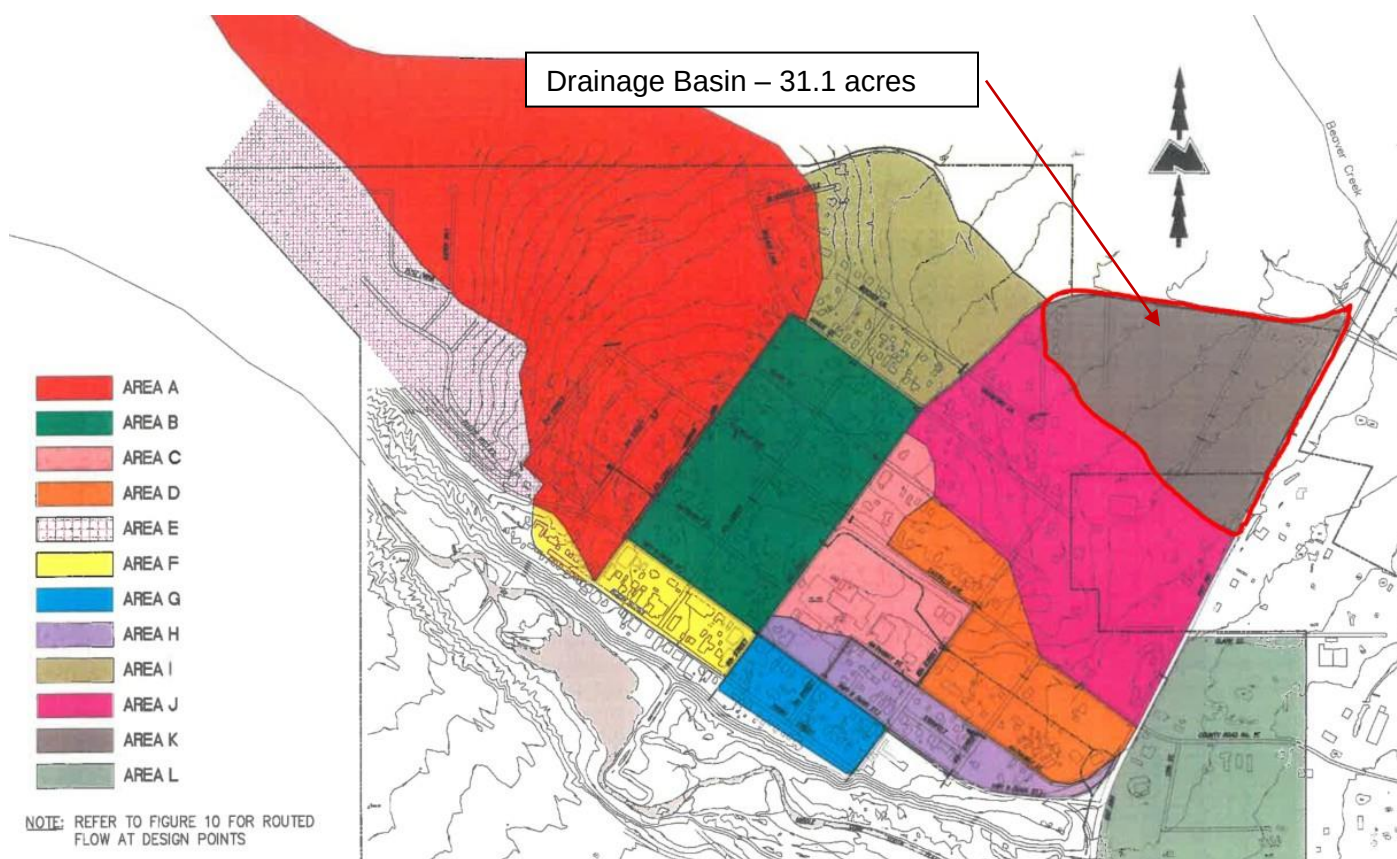


Figure 6 – Town of Fairplay – Drainage Area Map (Figure 9)

The Area K section is bound by the crown in the road along Park County Road 3, the western edge shared at the contour ridge with Area J and Highway 285. The outlet of the Basin appears to be the Highway 285 Right-of Way along the eastern side of the Basin. The Basin area is approximately 31.1 acres in size.

Stormwater Runoff:

The Rational Method can be used to estimate stormwater runoff as the basin is not complex and is less than 90 acres.

CATCHMENT SIZE (ACRES)	IS THE RATIONAL METHOD APPLICABLE?	IS CUHP APPLICABLE?
0 to 90	Yes	Yes
90 to 160	No	Yes
160 to 3,000	No	Yes ¹
Greater than 3,000)	No	Yes (subdividing into smaller catchments required) ¹

¹ Subdividing into smaller subcatchments and routing the resultant hydrographs using SWMM may be needed to accurately model a catchment with areas of different soil types or percentages of imperviousness.

The rational Method is based on the Rational Formula as explained in the Urban Drainage and Flood Control District, Urban Storm Drainage Criteria Manual (USDCM), in which:

$$Q = CIA$$

In which,

Q = the peak rate of runoff (cfs)

C = Runoff coefficient-a non-dimensional coefficient equal to the ratio of runoff volume to rainfall volume. In accordance with the MHFD, runoff coefficients were determined with the aid of Table 6-6, Recommended percentage imperviousness values, Table 6-2, Runoff coefficient equations..., Table 6-5, MHFD, Runoff coefficient vs watershed imperviousness NRCS HSG A

I = average intensity of rainfall – Reference Figure 5 this report

A = tributary areas (acres)

TABLE 6-2. RECOMMENDED IMPERVIOUSNESS BY LAND USE

LAND USE/DENSITY	IMPERVIOUSNESS
Residential	
Single-family Housing (SFH) – Rural (0 – 3 du/ac)	35%
SFH – Low & Medium-density (3 – 5 du/ac)	55%
SFH – High-density (5 - 20 du/ac)	65%
Manufactured Housing (>= 10 du/ac)	65%
Multi-family Housing (MFH) – Medium-density (5 – 20 du/ac)	65%
MFH – High-density MFH (>20 du/ac)	70%
Commercial	
Commercial – Low-density	65%
Commercial – Medium- to High-density	80%
Commercial – Urban Core	90%
Industrial/Institutional	
Schools	55%
Office/institutional	65%
Industrial Areas	75%
Solar Fields, Gravel Cover ^{1,2}	60%
Solar Fields, Grass Cover ^{1,2}	45%
Parks and Open Space	
Open Space, Undisturbed Native Grasses	5%
Community Parks	25%
Neighborhood Parks	15%
Golf Courses	30%
Cemeteries	25%

TABLE 6-5. RUNOFF COEFFICIENT EQUATIONS BASED ON NRCS HSG AND STORM RETURN PERIOD

NRCS HSG	STORM RETURN PERIOD						
	WQE & 2-Year	5-Year	10-Year	25-Year	50-Year	100-Year	500-Year
A	$C_A = 0.840 / I^{1.302}$	$C_A = 0.861 / I^{1.276}$	$C_A = 0.873 / I^{1.252}$	$C_A = 0.884 / I^{1.124}$	$C_A = 0.854 / I + 0.025$	$C_A = 0.779 / I + 0.110$	$C_A = 0.645 / I + 0.254$
B	$C_B = 0.835 / I^{1.169}$	$C_B = 0.857 / I^{1.088}$	$C_B = 0.807 / I + 0.057$	$C_B = 0.628 / I + 0.249$	$C_B = 0.558 / I + 0.328$	$C_B = 0.465 / I + 0.426$	$C_B = 0.366 / I + 0.536$
C/D	$C_{C/D} = 0.834 / I^{1.122}$	$C_{C/D} = 0.815 / I + 0.035$	$C_{C/D} = 0.735 / I + 0.132$	$C_{C/D} = 0.560 / I + 0.319$	$C_{C/D} = 0.494 / I + 0.393$	$C_{C/D} = 0.409 / I + 0.484$	$C_{C/D} = 0.315 / I + 0.588$

TABLE 6-6. RUNOFF COEFFICIENTS, C, NRCS HSG A

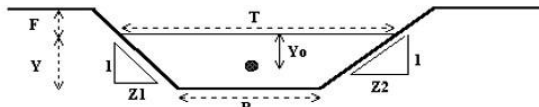
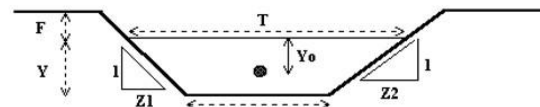
TOTAL OR EFFECTIVE % IMPERVIOUS	NRCS HSG A						
	WQE & 2-Year	5-Year	10-Year	25-Year	50-Year	100-Year	500-Year
2%	0.01	0.01	0.01	0.01	0.04	0.13	0.27
5%	0.02	0.02	0.02	0.03	0.07	0.15	0.29
10%	0.04	0.05	0.05	0.07	0.11	0.19	0.32
15%	0.07	0.08	0.08	0.10	0.15	0.23	0.35
20%	0.10	0.11	0.12	0.14	0.20	0.26	0.38
25%	0.14	0.15	0.16	0.19	0.24	0.30	0.42
30%	0.18	0.19	0.20	0.23	0.28	0.34	0.45
35%	0.21	0.23	0.24	0.27	0.32	0.38	0.48
40%	0.25	0.27	0.28	0.32	0.37	0.42	0.51
45%	0.30	0.31	0.33	0.36	0.41	0.46	0.54
50%	0.34	0.36	0.37	0.41	0.45	0.50	0.58
55%	0.39	0.40	0.42	0.45	0.49	0.53	0.61
60%	0.43	0.45	0.47	0.50	0.54	0.57	0.64
65%	0.48	0.50	0.51	0.54	0.58	0.61	0.67
70%	0.53	0.55	0.56	0.59	0.62	0.65	0.71
75%	0.58	0.60	0.61	0.64	0.67	0.69	0.74
80%	0.63	0.65	0.66	0.69	0.71	0.73	0.77
85%	0.68	0.70	0.71	0.74	0.75	0.76	0.80
90%	0.73	0.75	0.77	0.79	0.79	0.80	0.83
95%	0.79	0.81	0.82	0.83	0.84	0.84	0.87
100%	0.84	0.86	0.87	0.88	0.88	0.88	0.90

Peak Rate of Runoff Calculations

Full Basin Pre Development			
C(2)	I(2)	Area Acre	Q(2)
0.02	0.55	31.10	0.34
C(5)	I(5)	Area Acre	Q(5)
0.02	0.74	31.10	0.46
C(10)	I(10)	Area Acre	Q(10)
0.02	0.92	31.10	0.57
C(100)	I(100)	Area Acre	Q(100)
0.19	1.68	31.10	9.93
Full Basin Post Development			
C(2)	I(2)	Area Acre	Q(2)
0.48	0.55	31.10	8.18
C(5)	I(5)	Area Acre	Q(5)
0.50	0.74	31.10	11.54
C(10)	I(10)	Area Acre	Q(10)
0.51	0.92	31.10	14.62
C(100)	I(100)	Area Acre	Q(100)
0.61	1.68	31.10	31.87
Full Basin Post Development Increase			
Q(2)	7.84	cfs	
Q(5)	11.08	cfs	
Q(10)	14.05	cfs	
Q(100)	21.94	cfs	

Swale Calculations:

The proposed swale through the property has been proposed to transport existing stormwater flows that discharge onto the property through the property out to the CDOT right of way. The channels Mile High Flood District Spreadsheet was used to determine the swale capacity, demonstrating that the swale can transport 26.96 cfs of stormwater flow which is greater than the Q(100) expected flow of 21.94 cfs without overtopping during the 100-year event.

Normal Flow Analysis - Trapezoidal Channel		Critical Flow Analysis - Trapezoidal Channel	
Project:	2024118	Project:	2024118
Channel ID:	Proposed pass through swale vegetated	Channel ID:	Proposed pass through swale vegetated
			
Design Information (Input) Channel Invert Slope $S_o = 0.0200$ ft/ft Manning's n $n = 0.035$ Bottom Width $B = 0.00$ ft Left Side Slope $Z1 = 4.00$ ft/ft Right Side Slope $Z2 = 4.00$ ft/ft Freeboard Height $F = 2.00$ ft Design Water Depth $Y = 1.25$ ft		Design Information (Input) Bottom Width $B = 0.00$ ft Left Side Slope $Z1 = 4.00$ ft/ft Right Side Slope $Z2 = 4.00$ ft/ft Design Discharge $Q = 21.94$ cfs	
Normal Flow Condition (Calculated) Discharge $Q = 26.96$ cfs Froude Number $Fr = 0.96$ Flow Velocity $V = 4.31$ fps Flow Area $A = 6.25$ sq ft Top Width $T = 10.00$ ft Wetted Perimeter $P = 10.31$ ft Hydraulic Radius $R = 0.61$ ft Hydraulic Depth $D = 0.63$ ft Specific Energy $Es = 1.54$ ft Centroid of Flow Area $Yo = 0.41$ ft Specific Force $Fs = 0.39$ kip		Critical Flow Condition (Calculated) Critical Flow Depth $Y = 1.13$ ft Critical Flow Area $A = 5.11$ sq ft Critical Top Width $T = 9.04$ ft Critical Hydraulic Depth $D = 0.56$ ft Critical Flow Velocity $V = 4.30$ fps Froude Number $Fr = 1.01$ Critical Wetted Perimeter $P = 9.32$ ft Critical Hydraulic Radius $R = 0.55$ ft Critical (min) Specific Energy $Esc = 1.42$ ft Centroid on the Critical Flow Area $Yoc = 0.19$ ft Critical (min) Specific Force $Fsc = 0.24$ kip	

Limitations:

The conclusions, calculations and recommendations within this report are based upon the site visit, soils studies, the proposed type of construction, and experience in the area. The study has been completed in accordance with generally accepted engineering practices in this area. This report does not represent a warranty implied or expressed. Our findings are based upon existing conditions observed, and variations in subsurface conditions may not become evident until the excavation is completed. If existing conditions change a re-evaluation is required, and this office should be notified so new recommendations and calculations can be made.

Prepared by:



Jennifer D. Migliorato

Reviewed by:



Roger J. Sharer, P.E.

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SOIL AND FOUNDATION REPORT

Prepared For:

Buck Finley
PO Box 1507
Breckenridge, CO 80424

Subject Site:

Lot C3, Buttermilk Park Phase I
1171 Bullet Road
Fairplay, CO 80440

09/10/2024

Project # 2024118

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Figure 1 – Location(s) of Test Pit(s)

Figure 2 – Summary Log(s) of Test Pit(s)



Purpose

We conducted this investigation to evaluate subsurface conditions at the site and provide geotechnical engineering recommendations for the proposed storage unit facility. Our report was prepared from data developed during our field exploration, engineering analysis, and experience. This report includes a description of the subsurface conditions observed in exploratory pit(s) and presents geotechnical engineering recommendations for design and construction of the residence foundations, floor systems, and details influenced by the subsoils.

Recommendations contained in this report were developed based on our understanding of the planned construction. If plans differ significantly from the descriptions contained in the report, we should be informed so that we determine whether our recommendations and design criteria are appropriate.

Project Location and Site Conditions

The project is located within the Fairplay town limits, on the western side of US Highway 285, as shown on the vicinity map below. Vegetation covering consists of native grasses. The proposed building site is situated on an alluvial plain with slopes ranging from 2 to 4 percent to the southeast.



Vicinity Map



Proposed Construction

The proposed storage unit facility will be 5 groups of single-story storage units. There will be no below grade space. The floors will be slab-on-grade construction placed slightly above the surrounding grade. Steel frame construction will be used above grade. Required excavations are not expected to exceed 3 feet for foundations. Foundation loads are expected to be low. The proposed location of the groups of storage units is shown on Figure 1.



Soils and Subsurface Conditions

Subsurface conditions were investigated by observing three exploratory pits excavated at the approximate location shown on Figure 1. Subsurface conditions observed in the pit were logged by our representative who obtained samples of the soils during excavation. A graphic log of the soils observed in the pits is shown on Figure 2.

Subsurface conditions observed in the test pit(s) generally consisted of silty sands, gravel and cobbles to the maximum depth excavated. No groundwater was observed in the pits at the time of excavation.

Geology

We reviewed the following geologic mapping showing the site:

Geologic Map of the Fairplay East Quadrangle, Park County, Colorado (Open-File Report OF-06-09) by Kirkham, R.M., Keller, J.W., Houck, K.J., and Lindsay, N.R. with Colorado Geological Survey, 2006.

The site is mapped as alluvium. Neither the Geologic map, nor our site visit, found any geologic constraints for the planned construction.

Design Recommendations

Foundation Recommendations

The structure can be supported on footing foundations on the undisturbed, natural soils. Prior to concrete placement, the footing areas should be moistened and compacted to provide a flat and level subgrade. Loose and disturbed soils should be removed or compacted. Our representative should observe conditions exposed in the completed foundation excavation to confirm whether the exposed soils are as anticipated and suitable for support of the foundation.

- Soils loosened during the forming process for the footings should be removed or compacted prior to placing concrete. Concrete must not be placed on snow, frozen soils, or saturated soils.



- Groundwater was not observed in our test pit(s) during our investigation; however, some seepage may occur during foundation excavation, particularly if it occurs during precipitation events or seasonal runoff. The foundation areas and excavations should be protected from any groundwater and precipitation through the use of shallow trenches and sumps. Excavations should be sloped to a gravity discharge or to a temporary sump where water can be removed by pumping, if necessary.
- Footings can be sized using a maximum allowable soil pressure of 3,000 psf. We expect settlement of footings will be approximately 1 inch or less.
- To resist lateral loads, a coefficient of friction of 0.40 can be used for concrete in contact with soil. Lateral loads can be resolved by evaluating passive resistance using a passive equivalent fluid density of 325 pcf for onsite soil backfill that is compacted. These values have not been factored; appropriate factors of safety should be applied in design.
- Continuous wall footings should have a minimum width of at least 16 inches. Foundations for isolated columns should have minimum dimensions of 24 inches by 24 inches. Larger sizes may be required, depending upon foundation loads.
- Grade beams and foundation walls should be well reinforced, top and bottom, to span undisclosed loose or soft soil pockets and resist lateral earth pressures. We recommend reinforcement sufficient to span an unsupported distance of at least 10 feet. Reinforcement should be designed by the structural engineer.
- The soils under exterior footings should be protected from freezing. The bottom of footings must be constructed at the minimum depth required by the local building department or deeper.

Foundation Walls/Retaining Walls

Foundation walls which extend below-grade should be designed for lateral earth pressures where backfill is not present to about the same extent on both sides of the



wall. Many factors affect the values of the design lateral earth pressure. These factors include, but are not limited to, the type, compaction, slope and drainage of the backfill, and the rigidity of the wall against rotation and deflection. For a very rigid wall where negligible or very little deflection will occur, an “at-rest” lateral earth pressure should be used in design. For walls that can deflect or rotate 0.5 to 1 percent of wall height (depending upon the backfill types), lower “active” lateral earth pressures are appropriate. Typical below-grade walls in residences deflect or rotate slightly under normal design loads, and that this deflection results in satisfactory wall performance. Thus, the earth pressures on the walls will likely be between the “active” and “at-rest” conditions.

If on-site soils are used as backfill and the backfill is not saturated, we recommend design of basement walls at this site using an equivalent fluid density of at least 50 pcf. This value assumes deflection; some minor cracking of walls may occur. If very little wall deflection is desired, a higher design value is appropriate. The structural engineer should also consider site-specific grade restrictions, the effects of large openings on the behavior of the walls, and the need for lateral bracing during backfill.

Retaining walls that are free to rotate and allow the active earth pressure condition to develop can be designed using an equivalent fluid density of at least 40 pcf for on-site soil backfill.

Proper placement and compaction of foundation backfill is important to reduce infiltration of surface water and settlement of backfill. The natural soils can be used as backfill, provided they are free of rocks larger than 6 inches in diameter, organics, and debris. The upper 2 feet of fill should be a relatively impervious material to limit infiltration. Backfill which will support surface improvements (patios, driveways, etc.) should be placed in thin loose lifts, moisture conditioned to within +/-2 percent of optimum moisture content, and compacted to at least 95 percent of ASTM D 698 maximum dry density. Thickness of lifts will likely need to be reduced if there are small confined areas of backfill, which limit the size and weight of compaction equipment. Some settlement of the backfill should be expected even if the material is placed and compacted properly. In our experience, settlement of properly compacted backfill could be on the order of 0.5 to 1 percent of backfill thickness. Methods to reduce the risk of backfill settlement include using a granular material and increasing the minimum compaction level. Moisture content and density of the backfill should be tested during placement. Observation of the compaction procedure is necessary.



Drainage Systems

It is our understanding that floor slabs will be placed at or above the surrounding grade; therefore, retaining conditions will not exist for foundation walls. We do not believe a foundation drain is necessary for this type of construction. We should be consulted to revise our recommendations if proposed construction changes.

Surface Drainage

Surface drainage is critical to the performance of foundations, floor slabs and concrete flatwork. The following recommendations should be observed during and after construction. Inundation of the excavation areas should be avoided during construction. The ground surface surrounding any buildings should be sloped to drain water away from the foundation in all directions. We recommend providing a slope of at least 12 inches in the first 10 feet in landscape areas where possible, and a slope of at least 3 inches in the first 10 feet in paved areas. A swale should be provided around the uphill side of the building to divert surface runoff. The upper 2 feet of the backfill should be a relatively impervious type material to prevent excess water from entering the foundation areas. Any downspouts and drains should be installed so that the water discharges well away from the backfill areas. Landscape irrigation within 5 feet of the foundation walls should be avoided.

Slabs

The natural soils found on site are suitable to support lightly loaded floor slabs. The natural soils must be free of topsoil. It is recommended that the floor slabs be underlain by a minimum of 4 inches of clean gravel. This material should consist of minus 2-inch aggregate with at least 50% retained on the No. 4 sieve and less than 2% passing the No. 200 sieve. Slabs should be separated from exterior walls and interior bearing members with slip joints which allow free vertical movement of the slabs. Frequent control joints should be provided, in accordance with American Concrete Institute (ACI) recommendations, to reduce problems associated with shrinkage and curling. We recommend floor slabs be designed to be at least two feet above the seasonal high groundwater level.

Structural fill for floor slabs can be used including use of native soils that are free from organic matter, rocks larger than 6 inches in diameter, and debris. Structural fill beneath slabs should be placed in thin loose lifts, moisture conditioned to within +/-2



percent of optimum moisture content and compacted to at least 95 percent of ASTM D 698 maximum dry density.

Radon

Radon is a gaseous, radioactive element that comes from the radioactive decay of uranium, which is commonly found in igneous rocks. The average indoor radon level in Colorado is above the recommended action level of 4 pCi/L as recommended by the Environmental Protection Agency. Testing for radon gas at the site is beyond the scope of this study. Typically, radon mitigation systems consist of ventilation systems installed beneath lower-level slabs and crawlspaces. These mitigation systems can normally be installed during construction at a relatively low cost, which is recommended. We are not experts in radon testing or mitigation. If the client is concerned about radon, then a professional in this special field of practice should be consulted.

Site Visits and Observations

Recommendations in this report are contingent upon confirmation of the excavated foundation soils. We recommend that 285 Engineering, Inc. provide construction observation services to allow us the opportunity to verify whether soil conditions are consistent with those found during this investigation. If others perform these observations, they must accept responsibility to judge whether the recommendations in this report remain appropriate. An observation and site visit shall be performed after the excavation for the footings, prior to footing placement. An additional site visit is recommended after the foundation drain has been installed, prior to backfill.



Limitations

The conclusions and recommendations within this report are based upon the site visit, soils studies, the proposed type of construction, and experience in the area. The study has been completed in accordance with generally accepted geotechnical engineering practices in this area. Possible variations in the subsurface conditions may increase the risk of foundation movement. This report does not represent a warranty implied or expressed. Our findings are based upon subsurface conditions observed, and variations in subsurface conditions may not become evident until the excavation is completed. If conditions encountered during the excavation and construction process appear different than the details of this report, a re-evaluation is required, and this office should be notified so new recommendations can be made.

Prepared by:

A handwritten signature in blue ink that reads "Jennifer D. Migliorato".

Jennifer D. Migliorato

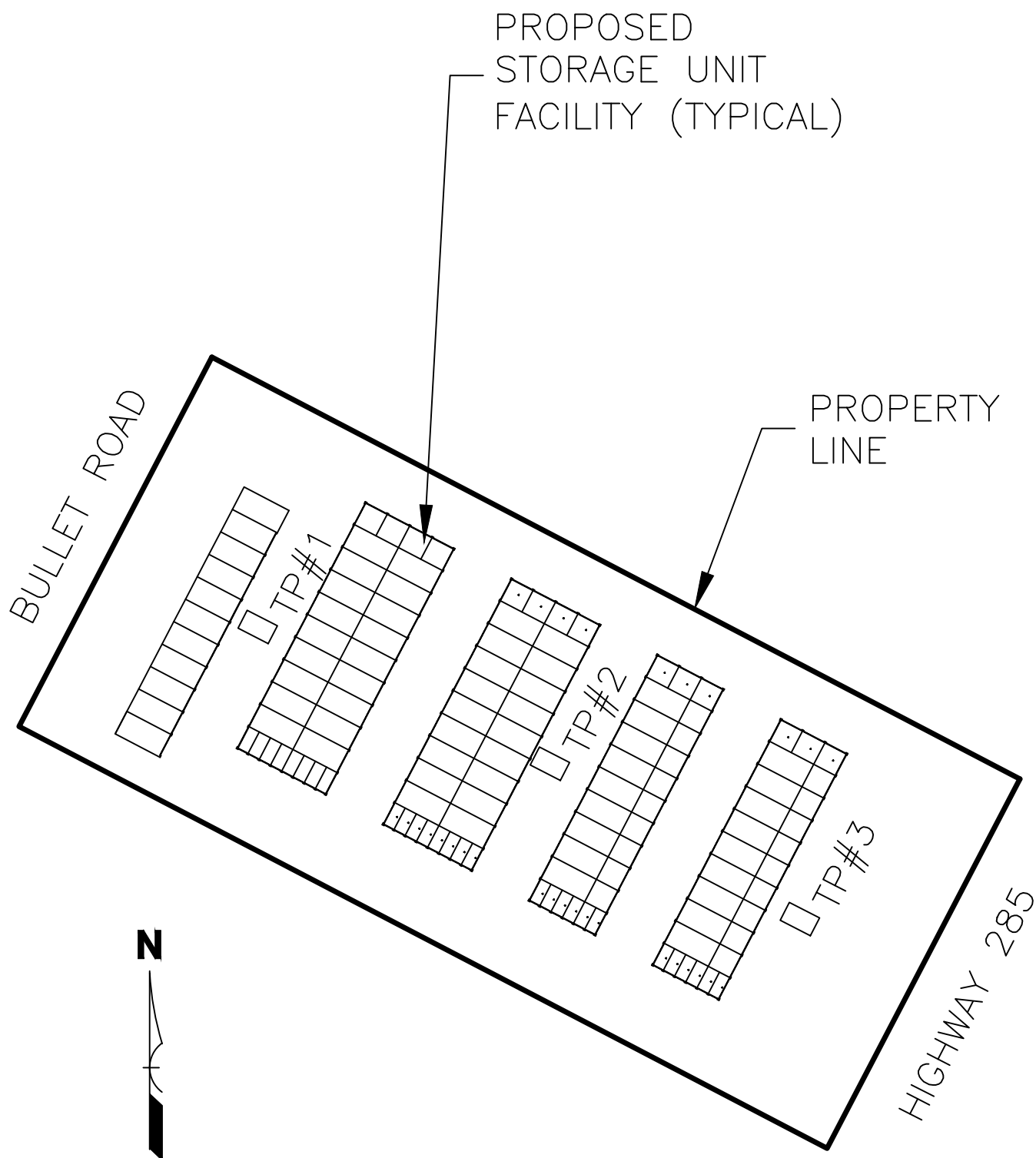
Reviewed by:



Roger J. Shafer, P.E.

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JDM:RJS



SITE PLAN
NOT TO SCALE

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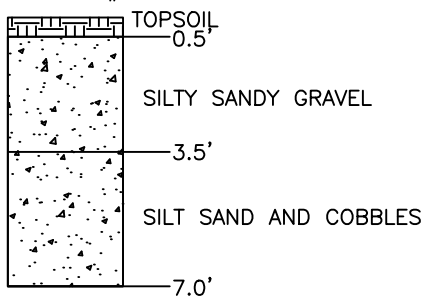
PROJECT #: 2024118
LOCATION:
1171 BULLET ROAD
FAIRPLAY, CO 80440
CLIENT:
BUCK FINLEY

DATE: 09/10/2024
DRAWN BY: JDM
SCALE: SHOWN
REVISIONS:

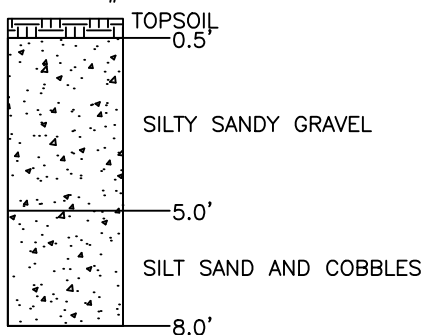
**LOCATIONS OF
TEST PIT(S)**

FIGURE 1

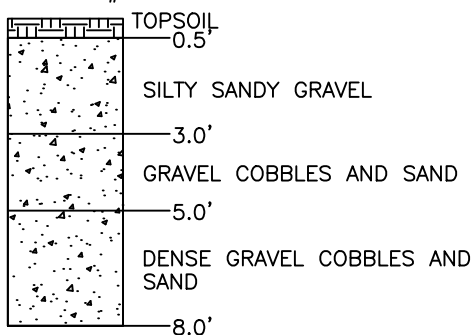
PROFILE #1



PROFILE #2



PROFILE #3



NOTES:

1. Groundwater was not observed in the pit at the time of observation. Groundwater levels can fluctuate.
2. Pit location shown on Figure 1 was measured from site features and are not the result of a survey.
3. This test pit is the subject to the explanations, limitations and conclusions contained in this report.

285 ENGINEERING
P.O. BOX 1048
CONIFER, CO
80433
(720)-515-1781

PROJECT #: 2024118
LOCATION:
1171 BULLET ROAD
FAIRPLAY, CO 80440
CLIENT:
BUCK FINLEY

DATE: 09/10/2024

SCALE: N/A

REVISIONS:

SUMMARY LOGS
OF TEST PIT(S)

FIGURE 2

Scale: 1 inch= 16 Ft.

I hereby certify that I am a Lighting Certified Designer, and have performed these calculations in accordance with my understanding of the Fairplay Lighting Ordinance.
Donald G Andrews, LC
LC Certificicate Number:
LC2011-8466



Prepared For:
Electrical Lines
10600 E 54th Ave Dr
Unit D & E
Denver, CO 80239
Tel: 303-722-5721

Job Name:
Fairplay Mini Storage
Fairplay, CO
Lighting Layout
Version D

Scale: as noted
Date: 8/1/2025
Filename: Fairplay Mini Storage 01634438D.AGI
Drawn By: Donald G. Andrews, LC

PROJECT # 275621

CASE # 01634438

Filename: Fairplay Mini Storage 01634438D.AGI

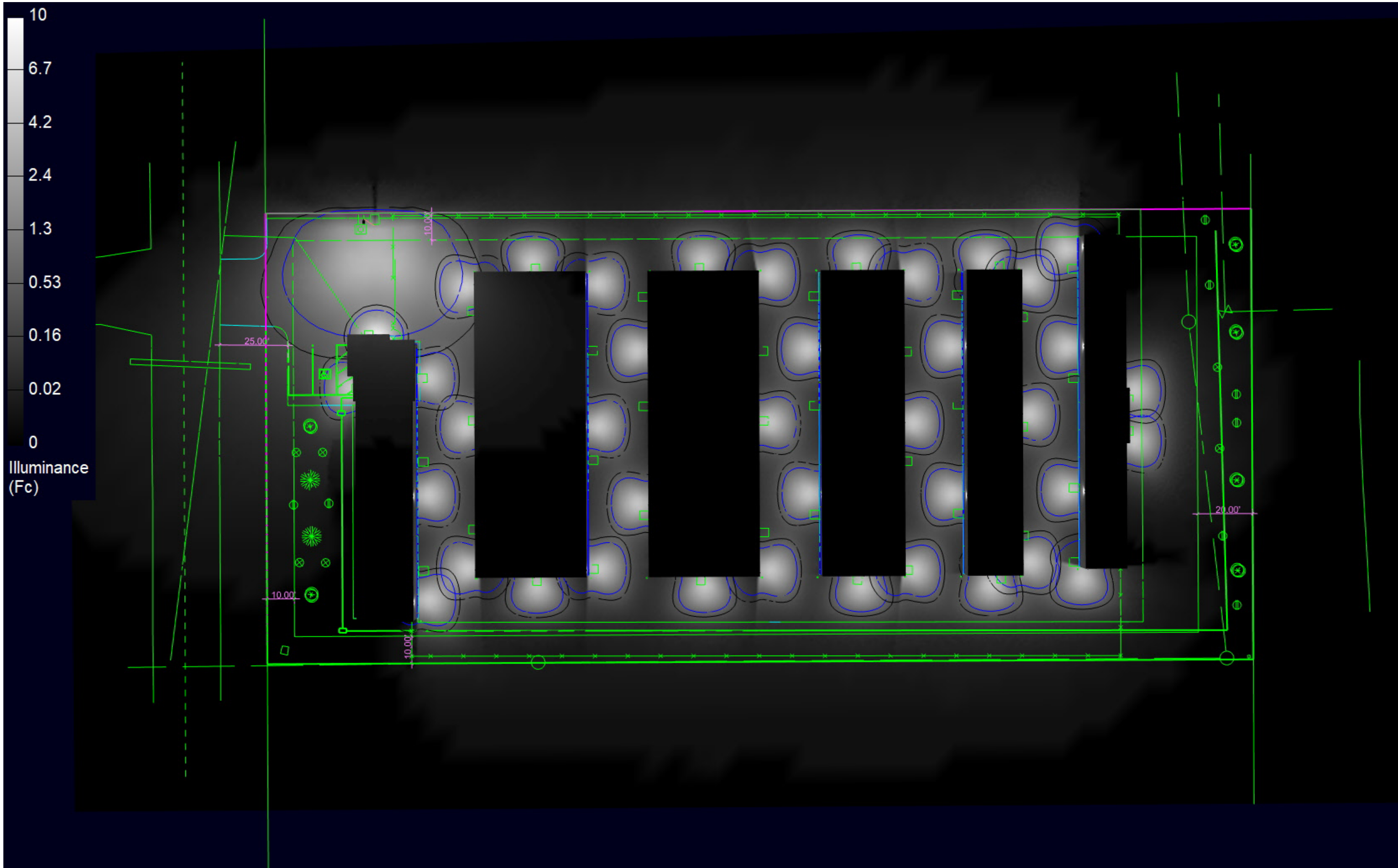
Drawn By: Donald G. Andrews, LC

File: C:\Users\donald.andrews\RAB Lighting DropBox\Lighting Design\Ubo Files\Electrical Lines 105976\Fairplay Mini Storage\Working Files\AGI\Fairplay Mini Storage 01634438D.AGI

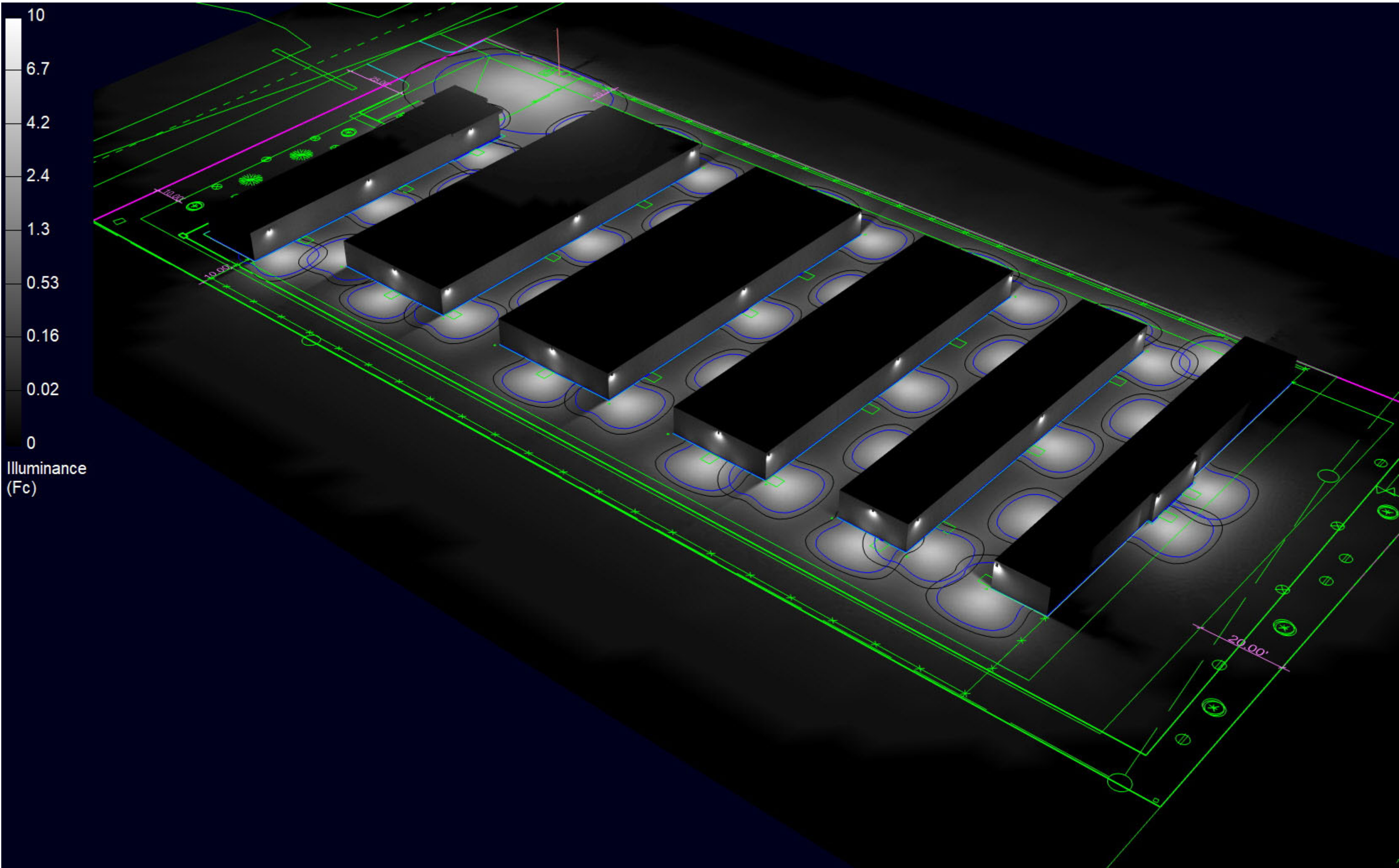
The Lighting Analysis, E2 Layout, Energy Analysis and/or Visual Simulation ("Lighting Design") provided by RAB Lighting Inc. ("RAB") represents an anticipated prediction of lighting system performance based upon design criteria and assumptions provided by others and is not a guarantee of performance. These design parameters and information provided by others have not been field verified by RAB and therefore actual measured results may vary from the actual field conditions. RAB does not warrant, either implied or stated, actual measured light levels or energy consumption levels as compared to those illustrated by this Lighting Design.

RAB does not warrant, either implied or stated, the appropriateness, completeness or suitability of the Lighting Design as compliant with any applicable regulatory code requirements with the exception of those expressly stated on drawings created and submitted by RAB. The Lighting Design is issued, in whole or in part, as advisory documents for informational and convenience purposes only, is not intended for construction nor as a part of a project's construction documentation package, and should not be relied upon for any purpose.

Immediately prior to any party ordering RAB products used in the Lighting Design, the ordering party must verify that the luminaire output of the fixtures being ordered meets the requirements of the Lighting Design. RAB Lighting Inc. and its subsidiaries and affiliates do not warrant, either implied or stated, that the luminaire output of the fixtures being ordered will meet the requirements of the Lighting Design. This in turn, could impact the installed lighting performance that differs from the Lighting Design.



RenderViewpoint_1



RenderViewpoint_2

The Lighting Analysis, ELayout, Energy Analysis and/or Visual Simulation ("RAB") provided by RAB Lighting Inc. ("RAB") represents an anticipated prediction of lighting system performance based upon design criteria, assumptions, and information provided by others. These design parameters and information have not been field verified by RAB and therefore actual measured results may vary from the actual field conditions. RAB does not warrant, either implied or stated, actual measured light levels or energy consumption levels as compared to those illustrated by this Lighting Design. RAB does not warrant, either implied or stated, the appropriateness, completeness or suitability of the Lighting Design as compliant with any applicable regulatory code requirements with the exception of those expressly stated on drawings created and submitted by RAB. The Lighting Design is issued, in whole or in part, as advisory documents for informational and convenience purposes only, is not intended for construction nor as a part of a project's construction documentation package, and should not be relied upon for any purpose.

Immediately prior to any party ordering RAB products used in the Lighting Design, the ordering party must verify that the luminaire output of the fixtures being ordered meets the requirements of the Lighting Design. RAB Lighting Inc. and its subsidiaries and affiliates do not warrant, either implied or stated, the performance of the lighting system as installed or as updated prior to an order and such updates could change the luminaire output of the fixtures. This in turn, could impact the installed lighting performance that differs from the Lighting Design.

Scale: as noted	PROJECT # 275621
Date: 8/1/2025	CASE # 01634438
Filename: Fairplay Mini Storage 01634438D.AGI	
Drawn By: Donald G. Andrews, LC	

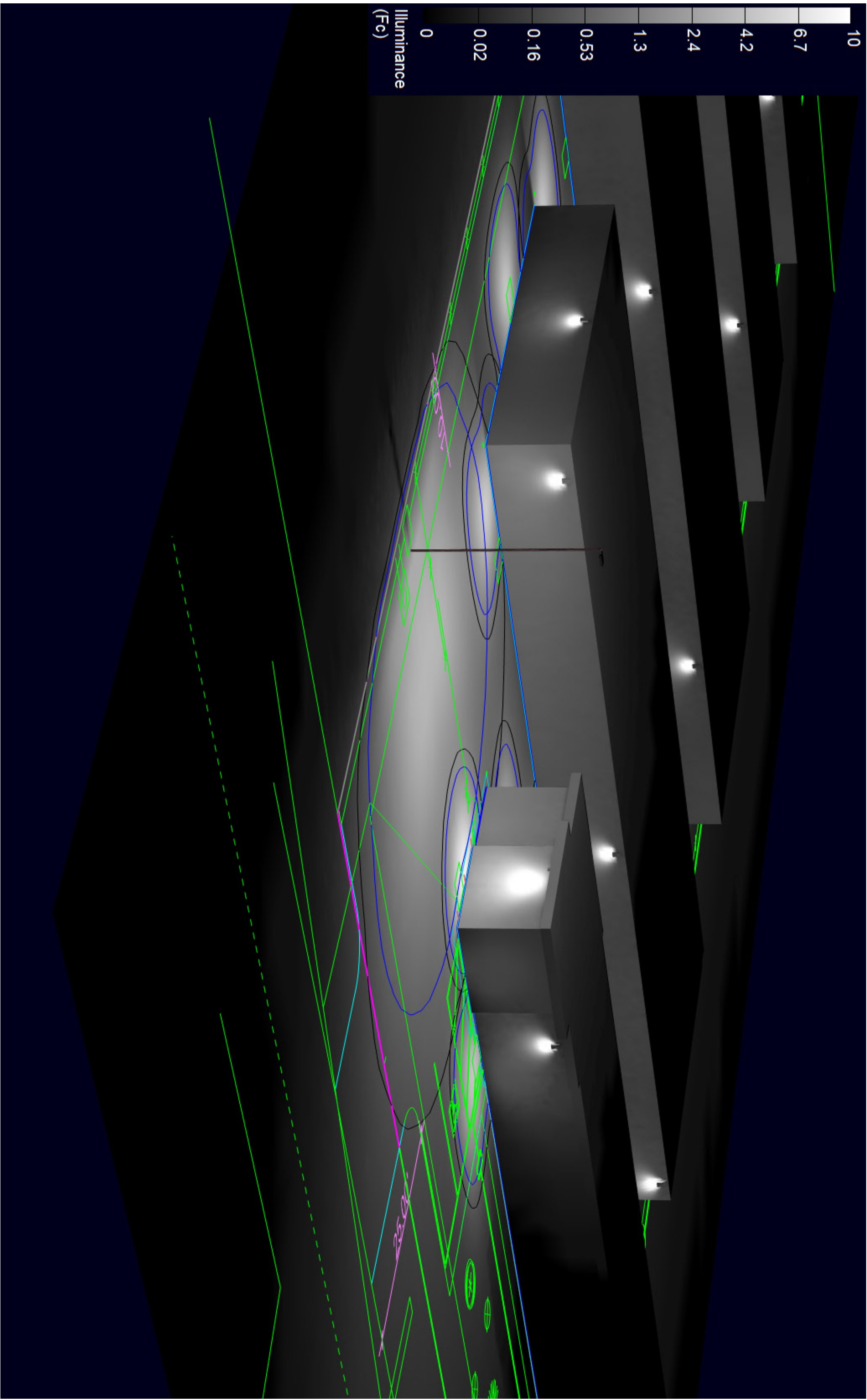
Job Name: Fairplay Mini Storage Fairplay, CO Lighting Layout Version D	
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Prepared For: Electrical Lines 10600 E 54th Ave Dr Unit D & E Denver, CO 80239 Tel: 303-722-5721	
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408 W 14th Street, New York, NY 10014
888 722-1000 • rablighting.com

Filename: C:\Users\donald.andrews\RAB Lighting\Dropbox\Lighting Design\Job Files\Electrical Lines 10576\Fairplay Mini Storage\Working Files\AGI\Fairplay Mini Storage 01634438D.AGI



Render\Viewpoint_3

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description	PtsPcLr	PtsPcTb	Meter Type
CalcPts_1	Illuminance	Fc	0.97	4.7	0.0	N.A.	N.A.	Readings taken @ 0-0" AFG	10	10	Horizontal
Detention Pond	Illuminance	Fc	0.25	3.4	0.0	N.A.	N.A.	Readings taken @ 0-0" AFG	10	10	Horizontal
Property Line Vert Calc	Illuminance	Fc	0.08	0.6	0.0	N.A.	N.A.	Vertical Readings taken @ 5-0" AFG	10	N.A.	Vert-PerpCCW

Luminaire Schedule

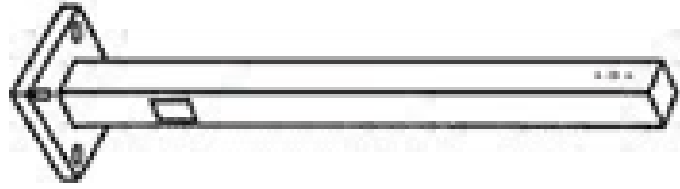
Sym	Qty	Tag	Label	ARR	Lum. Lumens	LLF	Description	Lum. Watts	Total Watts	BUG Rating
	39	A	SLIMXXS @7W3000K angle 20	Single	754	1.000	Wall Mount 7w 3000K Angle 20 Integrated Photocell	6.7	261.3	B0-U0-G0
	1	B	CR4-8W	Single	861	1.000	CRLED 4 _CCT&Wattage FA, smooth white trim, triac & 0-10v dimming	7.69	7.69	N.A.
	1	D	ALEDHS4TY _WS2	Single	5135	1.000	Pole Mount Type IV House Side Shield Wattstopper MS 40W @ 3000K	40.2	40.2	B1-U0-G2

Expanded Luminaire Location Summary

LumNo	Tag	X	Y	MTG HT	Orient	Tilt
1	D	109.4	123.1	17.5	242.434	0
3	B	91	86.9	8.5	62	0
4	A	132.2	86	8	152.406	0
5	A	152.1	80.7	8	61.702	0
6	A	77.6	72.9	8	152.406	0
8	A	168.1	68.4	8	332.718	0
9	A	97	66.8	8	333	0
12	A	207.3	51.9	8	61.702	0
13	A	176.5	36.2	8	152.406	0
17	A	224.8	42.1	8	332.718	0
18	A	108.5	40.6	8	152.406	0
20	A	257.6	25.6	8	61.702	0
22	A	144.1	22.3	8	332.718	0
23	A	231.9	7.6	8	152.406	0
24	A	77.2	28.9	8	333	0
27	A	271	17.6	8	332.718	0
29	A	298.6	4.2	8	63.692	0
34	A	278.6	-16.1	8	152.406	0
36	A	307.4	-4.1	8	332.718	0
37	A	59.5	-4.9	8	333	0
38	A	332.5	-4.2	8	152.406	0
39	A	84.6	-5.1	8	152.406	0
40	A	199.7	-5.7	8	332.718	0
43	A	102.2	-17.3	8	243.139	0
44	A	120	-23.8	8	332.718	0
45	A	150.6	-13.4	8	152.406	0
52	A	246	-30.3	8	332.718	0
54	A	156.4	-45.6	8	243.139	0
55	A	284.8	-47.4	8	332.718	0
56	A	315.9	-36.1	8	152.406	0
57	A	207.4	-39.2	8	152.406	0
59	A	174.7	-53.6	8	332.718	0
62	A	322.9	-57.7	8	331.57	0
63	A	207.1	-72.1	8	243.139	0
66	A	314.5	-73.8	8	331.57	0
67	A	253.6	-64	8	152.406	0
69	A	220.9	-78.2	8	332.718	0
70	A	249.1	-94.1	8	243.139	0
71	A	291.7	-82.4	8	152.406	0
72	A	259.8	-95.3	8	332.718	0
74	A	279.6	-107.5	8	242.406	0
Total Quantity: 41						



SLIMXXS @7W3000K angle 20



PS4-11 -15D2



ALEDHS4TY _WS2



CR4-8W

Total Watts = 309,19w
Total Site Area = 59,242 sf
Lighting Power Densities = 0.0052 w/sf

NOTES:

- * The light loss factor (LLF) is a product of many variables. RAB's standard is to use the initial 1.0 LLF in accordance with most municipal lighting ordinance light trespass requirements, unless otherwise noted.
- * Illumination values shown (in footcandles) are the predicted results for planes of calculation either horizontal, vertical or inclined as designated in the calculation summary. Meter orientation is normal to the plane of calculation.
- * The calculated results of this lighting simulation represent an anticipated prediction of system performance. Actual measured results may vary from the anticipated performance and are subject to means and methods which are beyond the control of RAB Lighting Inc.
- * Mounting height determination is job site specific, our lighting simulations assume a mounting height (insertion point of the luminaire symbol) to be taken at the top of the symbol for ceiling mounted luminaires and at the bottom of the symbol for all other luminaire mounting configurations.
- * RAB disclaims all responsibility for the suitability of existing or proposed poles and bases to support proposed fixtures. This is the owner's, installer's and/or end-user's responsibility based on the weight and effective projected area ("EPA") of the proposed fixture and the owner's site and soil conditions, wind zone, and many other factors. A professional engineer/licensed to practice in the state the site is located should be engaged to assist in this determination.
- * The landscape material shown herein is conceptual and is not intended to be an accurate representation of any particular plant, shrub, bush, or tree, as these materials are living objects, and subject to constant change. The conceptual objects shown are for illustrative purposes only. The actual illumination values measured in the field will vary.
- * Photometric model elements such as buildings, rooms, plants, furnishings or any architectural details which impact the dispersion of light must be detailed by the customer documents for inclusion in the RAB Lighting Design. The owner/contractor/customer/end-user must provide accurate and complete construction drawings that reflect what will be the final construction. RAB is not responsible for any inaccuracies caused by incomplete, inaccurate, or outdated information provided by the owner/contractor/customer/end-user.
- * RAB Lighting Inc. luminaire and product designs are protected under U.S. and International Intellectual Property laws. Patents issued or pending may apply. Please see www.rablighting.com/p.
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Scale: as noted	PROJECT # 275621
Date:8/1/2025	CASE # 01634438
Filename: Fairplay Mini Storage 01634438D.AGI	
Drawn By:Donald G. Andrews, LC	

Job Name: Fairplay Mini Storage Fairplay, CO
Lighting Layout Version D

Prepared For:
Electrical Lines
10600 E 54th Ave Dr
Unit D & E
Denver, CO 80239
Tel: 303-722-5721





Color: Bronze

Weight: 0.0 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current
120V	0.02A/0.03A/0.05A
208V	0.02A/0.03A/0.04A
240V	0.02A/0.03A
277V	0.02A/0.03A
Input Watts	3.5-6.7W

LED Info

Watts	3.5/5/7W
Color Temp	3000/4000/5000K
Color Accuracy	80-83 CRI
L70 Lifespan	100,000 Hours
Lumens	301-873 lm
Efficacy	83.6-130.3 lm/W

Technical Specifications

Field Adjustability

Field Adjustable:

Field Adjustable Light Output:
7/5/3.5W (factory default 5W)
Color temperature selectable 3000K, 4000K and 5000K (factory default 4000K)
On/Off Photocell (factory default "Off")

Performance

Lifespan:

100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

LED Characteristics

LEDs:

Long-life, high-efficiency, surface-mount LEDs

Electrical

Driver:

7W: Constant Current, Class 1, 120-277V, 50/60 Hz, 120V: 0.05A, 208V: 0.04A, 240V: 0.03A, 277V: 0.03A
5W: Constant Current, Class 1, 120-277V, 50/60 Hz, 120V: 0.03A, 208V: 0.03A, 240V: 0.03A, 277V: 0.02A
3.5W: Constant Current, Class 1, 120-277V, 50/60 Hz, 120V: 0.02A, 208V: 0.02A, 240V: 0.02A, 277V: 0.02A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

Photocell:

120-277V selectable photocell that can be turned on and off.

Aux Power Supply:

Yes

Dim to Off:

Yes

Construction

Cold Weather Starting:

The minimum starting temperature is -40°C (-40°F)

Maximum Ambient Temperature:

Suitable for use in up to 40°C (104°F)

Housing:

Die-cast aluminum

Lens:

Tempered glass

Gaskets:

High-temperature silicone

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

Compliance

UL Listed:

Suitable for wet locations

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

ADA Compliant:

Meets ADA Requirements for wall-mounted luminaires.

IP Rating:

Ingress protection rating of IP65 for dust and water

Trade Agreements Act Compliant:

This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

Technical Specifications (continued)

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.
DLC Product Code: S-37D7SM

Installation

Mounting:

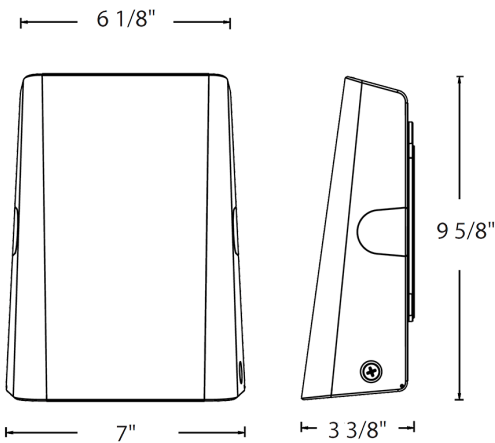
Heavy-duty mounting bracket with spring-hinged housing and "kick stand" allow for easy installations. Conduit entries on back and both sides.

Other

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Dimensions



Features

- 100,000-Hour LED lifespan
- 0-10V dimming standard
- 5-Year, no-compromise warranty

Ordering Matrix

Family	Wattage	Color Temp	Finish	Driver	Options
SLIM	XXS				
	XXS = 7/5/3.5W XS = 25/18/12W S = 38/28/18W M = 55/41/27W L = 60/45/29W	Blank = 3000K/4000K/5000K CCT Adjustable Y = 3000K Static	Blank = Bronze W = White	Blank = 120-277V, 0-10V Dimming	Blank = No Option /LC = Lightcloud /LCB = Lightcloud Blue



Color: Bronze

Weight: 13.2 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current
120V	0.67A
208V	0.40A
240V	0.34A
277V	0.30A
Input Watts	81.1/57.2/40.4W

LED Info

Watts	80W
Color Temp	3000K (Warm)
Color Accuracy	82 CRI
L70 Lifespan	100,000 Hours
Lumens	10,172/7,517/5,468 lm
Efficacy	125.4/131.4/135.3 lm/W

Technical Specifications

Field Adjustability

Field Adjustable (Wattage):

Field adjustable light output in 3 discrete steps:
Small Housing: 80W/60W/40W (factory default 80W)

Compliance

UL Listed:

Suitable for wet locations

IP Rating:

Ingress protection rating of IP66 for dust and water

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

Dark Sky Conformance:

Dark Sky Approved in 3000K. Conforms to (allows for conformance to) the IDA's fully shielding requirement, emitting no light above 90 degrees (with the exclusion of incidental light reflecting from fixture housing, mounts, and pole).

Light Usage for Night Applications:

This product has received the Design Lights Consortium's LUNA listing for 3000K Models. Designed to meet LUNA 5.1 requirements.
LUNA Product Code: S-FMQH1N

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.
DLC Product Code: S-FMQH1N

LUNA:

This product has received the Design Lights Consortium's LUNA listing for 3000K Models. Designed to meet LUNA 5.1 requirements.
LUNA Product Code: S-FMQH1N

LED Characteristics

LEDs:

Long-life, high-efficacy, discrete, surface-mount LEDs

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Color Stability:

LED color temperature is warrantied to shift no more than 200K in color temperature over a 5-year period

Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for (SSL) Products, ANSI C78.377-2017.

Electrical

Driver:

40W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.34A, 208V: 0.20A, 240V: 0.17A, 277V: 0.15A

60W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.50A, 208V: 0.30A, 240V: 0.25A, 277V: 0.22A

80W: Constant Current, Class 2, 120-277V, 50/60 Hz, 120V: 0.67A, 208V: 0.40A, 240V: 0.34A, 277V: 0.30A

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD:

2.32% at 120V, 7.28% at 277V

Power Factor:

99.9% at 120V, 96.5% at 277V

Surge Protection:

Line to Line: 10kV
Line to Ground: 6kV

Performance

Lifespan:

100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Technical Specifications (continued)

Wattage Equivalency:

Equivalent to 250W Metal Halide

Construction

IES Classification:

The Type IV distribution is especially suited for mounting on the sides of buildings and walls, and for illuminating the perimeter of parking areas. It produces a semicircular distribution with essentially the same candlepower at lateral angles from 90° to 270°.

Cold Weather Starting:

The minimum starting temperature is -40°C (-40°F)

Ambient Temperature :

Max Power Temp Rating: 40°C (104°F)

Middle Power Temp Rating: 52°C (125°F)

Low Power Temp Rating: 58°C (137°F)

Housing:

Die-cast aluminum

Reflector:

Aluminum reflector with white polycarbonate

Vibration Rating:

3G vibration rating per ANSI C136.31

Effective Projected Area:

1 Fixture: 0.35

2 Fixtures at 90°: 0.54

2 Fixtures at 180°: 0.7

3 Fixtures at 90°: 0.9

4 Fixtures at 90°: 0.9

Gaskets:

High-temperature silicone gaskets

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

Installation

Mounting:

Universal mounting arm compatible for hole spacing patterns from 1" to 5 1/2" center to center. Round Pole Adaptor plate included as a standard. Easy slide and lock to mount fixture with ease.

Sensor Settings

Multi Level Motion Sensor:

/WS2 sensor options use state-of-the-art surface mount technology (SMT), just like cellular phones and beepers. SMT gives you more reliability, greater RF immunity. This compact sensor that can fit neatly where others cannot. This sensor technology automatically affects the state of operation for lighting systems or individual luminaires based upon detecting the presence or absence of movement for both people as they exit/enter, or for the motion of moving vehicles within the sensors viewing area. The wide 180° viewing angle can detect movement along the entire side of a building with only one compact sensor. The hard lens is molded as part of the case, vandalproof, rainproof, bugproof and absolutely sealed. Sensor functions best when movement is across its detection pattern, not towards the sensor.

Handheld Wireless Configuration Tool:

Adjust settings using handheld wireless configuration tool (catalog# WSREM). Only available with 0-10V dimming driver options. [Handheld wireless configuration tool available here.](#)

Optical

BUG Rating:

40W: B1 U0 G2

60W: B1 U0 G2

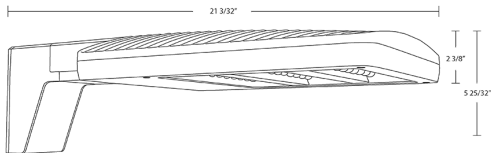
40W: B1 U0 G2

Other

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of ten (10) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Dimensions



Features

- 0-10V dimmable standard
- IP66 Rated
- 100,000-Hour LED lifespan
- 10-Year, No-Compromise Warranty

Ordering Matrix

Family	Housing Size	Distribution	Mounting	Color Temp	Finish	Driver	Options
ALED	S	4T		Y			/WS2
M = Medium (150W/90W/78W) L = Large (260W/220W/170W) XL = Extra Large (385W/345W/300W) S = Small (80W/60W/40W) 2T = Type II 3T = Type III 4T = Type IV 5T = Type V AT = Auto Dealership Optic Blank = Universal Pole Mount SF = Slipfitter WM = Wall Mount Blank = 5000K Cool Y = 3000K Warm¹ N = 4000K Neutral Blank = Bronze W = White B = Black Blank = 120-277V, 0-10V Dimming /480 = 480V, 0-10V Dimming Blank = No Option /7PR = 7 Pin Twistlock Receptacle /WS2 = Wattstopper, 20ft lens /WS4 = Wattstopper, 40ft lens³							

¹ Dark sky approved in 3000K, available only on Small and Medium fixtures

² 480V available only on Medium, Large & Extra Large fixtures

³ Wattstopper option available only on Large & Extra Large fixtures



Color: Bronze

Weight: 1.0 lbs

Project:

Type:

Prepared By:

Date:

Technical Specifications

Performance

Description:

ALED house side shield with 4 screws

Construction

Dimensions (LxWxH):

10 3/8" x 10 1/4" x 6"

Finish:

Formulated for high durability and long-lasting color

Other

Compatible Products:

ALED Small Field Adjustable



Project: 	Type:
Prepared By: 	Date:

Driver Info		LED Info	
Type	Constant Current, Class A	Watts	10/8/06W
120V	0.11A	Color Temp	2700/3000/3500/4000/5000K
208V	N/A	Color Accuracy	90 CRI
240V	N/A	L70 Lifespan	50,000 Hours
277V	0.04A	Lumens	1,000/800/600 lm
Input Watts	10/8/06W	Efficacy	109.83/112.09/112.64 lm/W

Technical Specifications

Performance

Product Type:

Commercial Downlight

Description:

The CR commercial downlight offers best-in-class flexibility by adding universal dimming, which allows for both TRIAC & 0-10V dimming, making it a great choice for residential & commercial installations.

Wattage Equivalency:

23W CFL

Input Wattage:

10/8/6W

Lumens:

6W
637lm @ 2700K; 653lm @ 3000K; 669lm @ 3500K;
680lm @ 4000K; 693lm @ 5000K

8W

835lm @ 2700K; 859lm @ 3000K; 883lm @ 3500K;
899lm @ 4000K; 909lm @ 5000K

10W

1,048lm @ 2700K; 1,082lm @ 3000K; 1,116lm @
3500K; 1,138lm @ 4000K; 1,143lm @ 5000K

Efficacy:

6W
109lm/W @ 2700K; 113lm/W @ 3000K; 117lm/W @
3500K; 119lm/W @ 4000K; 119lm/W @ 5000K

8W

108lm/W @ 2700K; 111lm/W @ 3000K; 116lm/W @
3500K; 118lm/W @ 4000K; 117lm/W @ 5000K

10W

105lm/W @ 2700K; 110lm/W @ 3000K; 115lm/W @
3500K; 117lm/W @ 4000K; 115lm/W @ 5000K

L70 Lifespan:

50,000-Hour LED lifespan based on IES LM-70 results

Electrical

Driver:

Constant Current, Class A, 50/60 Hz, 120V-277V,
120V: 0.11A, 277V: 0.04A

THD:

≤20%

Power Factor:

≥0.9

Dimmable:

Yes, dimmable down to 10% on compatible
TRIAC/ELV and 0-10V dimming systems. See Dimmer
Compatibility List.

Input Voltage:

120-277V

Operating Frequency:

50/60Hz

Input Current @ 120V (mA):

110mA

Input Current @ 277V (mA):

37mA

Operating Temperature:

-4°F to 104°F (-20°C to 40°C)

Flicker:

≤30%

LED Characteristics

Beam Angle:

85°±10°

Color Temperature:

Field adjustable via dip switch
2700/3000/3500/4000/5000K

Color Accuracy (CRI):

90 CRI

R9 Value:

High color performance with R9 greater than 50

Technical Specifications (continued)

Color Consistency:

<4-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Color Stability:

LED color temperature is warrantied to shift no more than 200K in color temperature over a 5-year period

Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Installation

Mounting:

Recessed

Construction

Size:

4"

Shape:

Round

Finish:

White

Enclosure Material:

Metal

Trim Style:

Smooth

Lens Finish:

Frosted

Lens:

Polycarbonate light diffuser distributes light evenly and smoothly for general lighting applications

Compliance

Trade Agreements Act Compliant:

This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

Listings:

UL Listed, UL Classified

Environment:

Suitable for use indoors and outdoors in dry, damp, or wet environments.

IC Rated:

Suitable for direct contact with insulation. Type IC inherently protected, suitable for direct contact to air permeable insulation and cULus listed for damp locations. Not for use in direct contact with spray foam insulation, consult NEMA LSD57-2013.

Air Tight:

Housing certified Air Tight as per ASTM E283

Energy Star Approved:

This product is ENERGY STAR® Version 1.0 Certified.

Energy Star ID:

3554272

DLC Listed:

No

Certification Model Number:

DLC1006(CR4)

California Title 20 Compliant:

No

California Title 24 JA8 Compliant:

Can be used to conform with the requirements of California Title 24 Part 6

California Energy Commission (CEC) Status:

Lawful for Sales in California

NEC Compliant:

Suitable for use in closets. Compliant with NEC Sec. 410.16 (A)(1) and 410.16 (C3).

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

RoHS:

Mercury and UV free. RoHS-compliant components.

FCC:

Complies with Part 15 of the FCC Rules

Other

Compatible Products:

DLPLATE/WFR4/NB/CL

4" Mounting plate with nailer bar and drywall collar

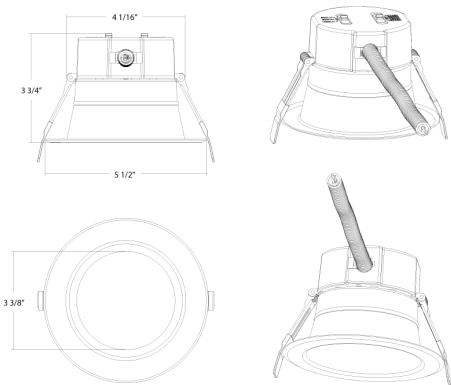
DRI-21-EMGR-DC-D10

Emergency driver T20

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Dimensions



Features

- Universal dimming technology allows for both 120V TRIAC/ELV dimming and 0-10V dimming in 1 SKU for incredible design flexibility
- 3 selectable brightness levels & 5 selectable CCTs (2700/3000/3500/4000/5000K)
- Suitable for new construction & remodel installations
- Deep regress lens for optimal glare control
- Multiple accessories available, including color trims and new construction mounting plates

Ordering Matrix

Family	Size/Wattage	Shape	CRI/Color Temp	Driver	Finish	Trim
CR	4					
	4 = 4", 10/8/6W 6 = 6", 21/17/10W 8 = 8", 30/24/16W 10 = 10", 37/30/24W	Blank = Round	Blank = 90 CRI, 2700/3000/3500/4000/5000K CCT Adjustable	Blank = 120-277V, 0-10V + TRIAC/ELV	Blank = White	Blank = Smooth



Square steel poles drilled for 2 Area Lights at 180°. Designed for ground mounting. Poles are stocked nationwide for quick shipment. Protective packaging ensures poles arrive at the job site good as new.

Color: Bronze

Weight: 105.8 lbs

Project:

Type:

Prepared By:

Date:

Technical Specifications

Compliance

CSA Listed:

Suitable for wet locations

Construction

Shaft:

46,000 p.s.i. minimum yield.

Hand Holes:

Reinforced with grounding lug and removable cover

Base Plates:

Slotted base plates 36,000 p.s.i.

Shipping Protection:

All poles are shipped in individual corrugated cartons to prevent finish damage

Color:

Bronze powder coating

Height:

15 ft

Weight:

106 lbs

Gauge:

11

Wall Thickness:

1/8"

Shaft Size:

4"

Hand Hole Dimensions:

3" x 5"

Bolt Circle:

8 1/2"

Base Dimension:

8"

Anchor Bolt:

Galvanized anchor bolts and galvanized hardware and anchor bolt template. All bolts have a 3" hook.

Anchor Bolt Templates:

WARNING Template must be printed on 11" x 17" sheet for actual size. CHECK SCALE BEFORE USING. Templates shipped with anchor bolts and available [online](#).

Pre-Shipped Anchor Bolts:

Bolts can be pre-shipped upon request for additional freight charge

Max EPA's/Max Weights:

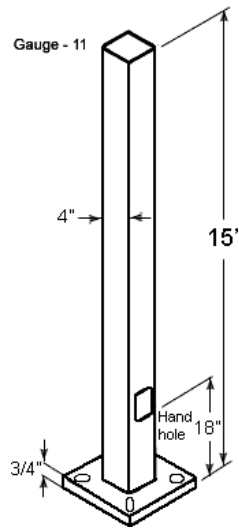
70MPH 17.4 ft/450 lb.
80MPH 12.5 ft/440 lb.
90MPH 9.0 ft/440 lb.
100MPH 6.6 ft/440 lb.
110MPH 4.8 ft/435 lb.
120MPH 3.4 ft/435 lb.
130MPH 2.3 ft/435 lb.
140MPH 1.4 ft/430 lb.
150MPH 0.8 ft/420 lb

Other

Terms of Sale:

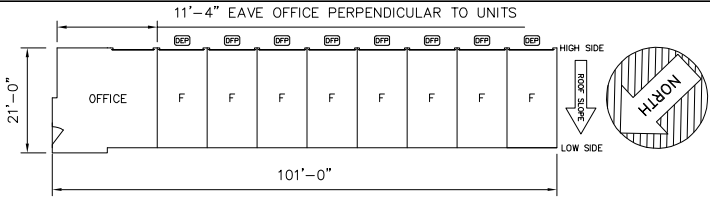
Pole Terms of Sale is available [online](#).

Dimensions

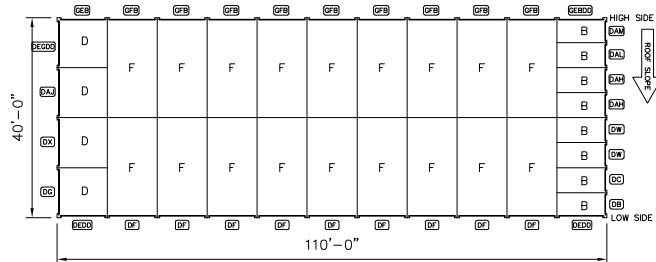


Features

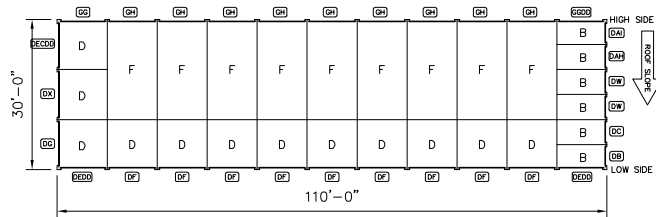
- Designed for ground mounting
- Heavy duty TGIC polyester coating
- Reinforced hand holes with grounding lug and removable cover for easy wiring access
- Pole caps, base covers & bolts are sold separately
- Custom manufactured for each application



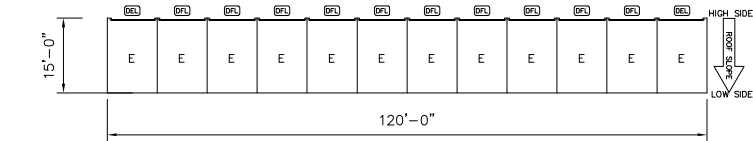
A – 21’-0” x 101’-0” x 8’-4”/11’-4” 1:12 PITCH LEAN-TO BUILDING SYSTEM



B & C – 40’-0” x 110’-0” x 8’-4” 1:12 PITCH LEAN-TO BUILDING SYSTEM



D – 30’-0” x 110’-0” x 8’-4” 1:12 PITCH LEAN-TO BUILDING SYSTEM



F – 15’-0” x 120’-0” x 8’-4” 1:12 PITCH LEAN-TO BUILDING SYSTEM

NOTE: EXTERIOR FINISHES, AND INSULATED OVERHEAD DOOR FOR BUILDING A SUPPLIED AND INSTALLED BY OTHERS

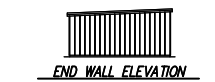
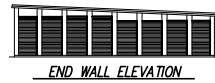
UNIT MIX

LABEL	UNIT SIZE	# UNITS	%	SQ. FEET
B	5 x 10	26	21.1	1300
D	10 x 10	22	17.9	2200
E	10 x 15	12	9.8	1800
F	10 x 20	62	50.4	12400
OFFI	20 x 20	1	0.8	400
TOTAL		123	100	18100

DOOR SCHEDULE						
QTY	CODE	TYPE	SIZE	ROUGH OPENING (REF.)	MANUF.	DESCRIPTION
5	DAH	ROLL-UP	4'-0" x 7'-4"	4'-0" x 7'-4"	TRAC-RTE/eq.	ROLL-UP DOOR
1	DAI	ROLL-UP	3'-6" x 7'-4"	3'-6" x 7'-4"	TRAC-RTE/eq.	ROLL-UP DOOR
2	DAJ	ROLL-UP	3'-0" x 7'-4"	3'-0" x 7'-4"	TRAC-RTE/eq.	ROLL-UP DOOR
2	DAL	ROLL-UP	4'-0" x 7'-9"	4'-0" x 7'-9"	TRAC-RTE/eq.	ROLL-UP DOOR
2	DAM	ROLL-UP	3'-6" x 7'-9"	3'-6" x 7'-9"	TRAC-RTE/eq.	ROLL-UP DOOR
5	DE	ROLL-UP	3'-6" x 7'-0"	3'-6" x 7'-0"	TRAC-RTE/eq.	ROLL-UP DOOR
5	DE	ROLL-UP	4'-0" x 7'-0"	4'-0" x 7'-0"	TRAC-RTE/eq.	ROLL-UP DOOR
1	DE	ROLL-UP	8'-6" x 7'-0"	8'-6" x 7'-0"	TRAC-RTE/eq.	ROLL-UP DOOR
2	DECD	ROLL-UP	8'-6" x 7'-3"	8'-6" x 7'-3.75"	TRAC-RTE/eq.	NON-OPERATIONAL DOOR
6	DECD	ROLL-UP	8'-6" x 7'-0"	8'-6" x 7'-0"	TRAC-RTE/eq.	NON-OPERATIONAL DOOR
2	DECD	ROLL-UP	8'-6" x 7'-0"	8'-6" x 7'-0"	TRAC-RTE/eq.	NON-OPERATIONAL DOOR
2	DEL	ROLL-UP	8'-6" x 6'-3"	8'-6" x 6'-3"	TRAC-RTE/eq.	ROLL-UP DOOR
3	DEP	ROLL-UP	8'-6" x 6'-6"	8'-6" x 6'-6"	TRAC-RTE/eq.	ROLL-UP DOOR
1	DEPD	ROLL-UP	8'-6" x 6'-6"	8'-6" x 6'-6"	TRAC-RTE/eq.	NON-OPERATIONAL DOOR
27	DF	ROLL-UP	9'-0" x 7'-0"	9'-0" x 7'-0"	TRAC-RTE/eq.	ROLL-UP DOOR
10	DPL	ROLL-UP	9'-0" x 6'-3"	9'-0" x 6'-3"	TRAC-RTE/eq.	ROLL-UP DOOR
15	DPL	ROLL-UP	9'-0" x 6'-6"	9'-0" x 6'-6"	TRAC-RTE/eq.	ROLL-UP DOOR
3	DG	ROLL-UP	8'-6" x 6'-6"	8'-6" x 6'-6"	TRAC-RTE/eq.	ROLL-UP DOOR
6	DW	ROLL-UP	4'-0" x 6'-11"	4'-0" x 6'-11"	TRAC-RTE/eq.	ROLL-UP DOOR
3	DX	ROLL-UP	9'-0" x 6'-11"	9'-0" x 6'-11"	TRAC-RTE/eq.	ROLL-UP DOOR
2	DEB	ROLL-UP	8'-6" x 10'-2"	8'-6" x 10'-2.5"	TRAC-RTE/eq.	ROLL-UP DOOR
2	DEBD	ROLL-UP	8'-6" x 10'-2"	8'-6" x 10'-2.5"	TRAC-RTE/eq.	NON-OPERATIONAL DOOR
18	DFB	ROLL-UP	9'-0" x 10'-2"	9'-0" x 10'-2.5"	TRAC-RTE/eq.	ROLL-UP DOOR
1	GG	ROLL-UP	8'-6" x 9'-6"	8'-6" x 9'-6"	TRAC-RTE/eq.	ROLL-UP DOOR
1	GGSD	ROLL-UP	8'-6" x 9'-6"	8'-6" x 9'-6"	TRAC-RTE/eq.	NON-OPERATIONAL DOOR
9	GH	ROLL-UP	9'-0" x 9'-6"	9'-0" x 9'-6"	TRAC-RTE/eq.	ROLL-UP DOOR

ROLL-UP DOORS MEET ASTM E330

DO NOT ORDER DOORS BY OTHERS PRIOR TO RECEIVING THE ERECTION SET. RO AND DOOR SIZES MAY VARY DUE TO ENGINEERING ISSUES.



NOTICE

NO FABRICATION CAN BE SCHEDULED OR BEGUN UNTIL "APPROVED" OR "APPROVED AS NOTED" DOCUMENTS ARE RECEIVED BY TRACHTE BUILDING SYSTEMS. COMPLETE THE FOLLOWING:

____ APPROVED – RELEASE FOR FABRICATION

____ APPROVED AS NOTED – RELEASE FOR FABRICATION

____ REVISE & RESUBMIT

SIGNATURE _____

COMPANY _____

DATE _____

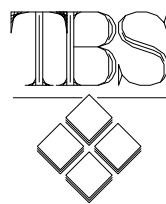
*** THE ABOVE PLAN MAY NOT REFLECT THE IMPLICATIONS OF SECTION 903.2.9 OF THE 2012 THROUGH 2021 IBC CODES WHICH MAY REQUIRE 3 HOUR FIREWALLS EVERY 2,500 SQFT OR MAY REQUIRE YOU TO SPRINKLE THE BUILDING.

*** TRACHTE RECOMMENDS (IN USA ONLY) THAT ALL PROJECTS REQUIRE A NUMBER OF UNITS BE ADA ACCESSIBLE, IF A CUSTOMER CHOOSES TO NOT CONFORM TRACHTE WILL NOT BE HELD ACCOUNTABLE.

TRACHTE BUILDING SYSTEMS, Inc.

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Revisions:			By:	Job Description:
6/6 – REVISED BUILDINGS A&F			CJS	
6/6/25 – BLDG LAYOUT AND ROOF PITCH, OFFICE			J.B.	
6/6/25 – REVISED OFFICE SECTION			CJS	
8/13/25 – BLDG F 130'-120'			J.B.	
Name: J.B.			Scale: 1 = 40'	Date: 4/1/24

		1
Proposed Storage System for: BUCK FINLEY		
FAIRPLAY, CO		
Sheet Title	Plan #	
FLOOR PLAN	59964	
SALES ONLY		

- 1 THE PLANT LIST IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY ALL PLANT COUNTS AND IF A DISCREPANCY EXISTS THE SCHEDULE SHALL GOVERN.
- 2 LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, ETC. ON OR OFF THE PROJECT. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION.
- 3 GENERAL CONTRACTOR TO PROVIDE ROUGH GRADING WITHIN +/- 0.50 FOOT OF FINISHED GRADE PRIOR TO START OF LANDSCAPE CONTRACTOR'S WORK.
- 4 FINAL LANDSCAPE DESIGN AND PLANTING SCHEDULE CONTRACTOR SHALL BE AT THE DIRECTION OF ARCHITECT. LANDSCAPE CONTRACTOR SHALL NOT PROCEED WITH PLANTING OPERATIONS UNTIL STAKING IS FULLY APPROVED.
- 5 EXISTING TREES TO REMAIN SHALL BE PROTECTED WITH STANDARD HAYBALES AND/OR SNOWFENCE AT DRIP LINE OF TREE. AREAS TO REMAIN UNDISTURBED SHALL BE PROTECTED WITH PLASTIC SNOW FENCE AND STAKES TO METAL POSTS DRIVEN INTO THE GROUND.
- 6 PLANTING BACKFILL MIX IS TO CONSIST OF 80% NATIVE TOPSOIL AND 20% PEAT MOSS.
- 7 SHRUB BEDS AND TREE WELLS ARE TO BE MULCHED WITH 3" SHREDDED MULCH. MULCH SAMPLE TO BE APPROVED BY ARCHITECT PRIOR TO INSTALLATION.
- 8 ALL PLANTING BEDS SHALL BE SEPARATED FROM SOD AND NATIVE GRASS AREAS BY 1/8"X4" GALVANIZED STEEL EDGING. TACK EDGING IN PLACE WITH 12" EDGING PINS AT 40" MINIMUM SPACING.
- 9 ALL DECIDUOUS TREES ARE TO BE STAKED WITH 5" STEEL "T" STAKES AND GUYED WITH #12 GALVANIZED WIRE AND 1-1/2" WIDE, GREEN, NYLON TREE STRAPS. ALL EVERGREEN TREES ARE TO BE STAKED WITH THREE, 5" STEEL "T" STAKES AND GUYED WITH #12 GALVANIZED WIRE AND 1-1/2" WIDE, GREEN, NYLON TREE STRAPS.
- 10 LANDSCAPE CONTRACTOR SHALL SUPPLY AND DISTRIBUTE 10 CUBIC YARDS TOPSOIL TO PROPOSED PLANTING BEDS. CONTRACTOR SHALL ALSO SUPPLY AND DISTRIBUTE 2 CUBIC YARDS OF ORGANIC COMPOST TO PROPOSED PERENNIAL AREAS.
- 11 PERENNIAL FLOWER BEDS ARE TO BE AMENDED WITH 4" OF DEBRIS FREE TOPSOIL AND 2" ORGANIC COMPOST. MIXTURE TO BE CULTIVATED TO A DEPTH OF 6" AND FINE GRADED TO PROVIDE POSITIVE DRAINAGE.
- 12 PREPARATION OF NATIVE GRASS AREAS WILL INCLUDE THE FOLLOWING:
 - LOOSEN SOIL TO A MINIMUM OF 4" DEPTH. REMOVE STONES OVER 2" IN DIAMETER AND BRICKS, ROOTS, RUBBISH AND EXTRANEOUS MATERIAL.
 - DISTRIBUTE 1" OF TOPSOIL TO BE CULTIVATED INTO NATIVE SOIL.
 - GRADE AREAS TO A SMOOTH, FINE FINISH, EVEN SURFACE WITH A LOOSE, MODERATELY COARSE TEXTURE. REMOVE RIDGES AND FILL DEPRESSIONS AS REQUIRED TO DRAIN.
 - ALL DISTURBED AREAS TO BE REVEGETATED WITH NATIVE GRASSES SHALL BE SOWN WITH THE FOLLOWING SEED MIXTURE:
 - ROCKY MOUNTAIN HIGH ALTITUDE NATIVE GRASS SEED MIX, AVAILABLE FROM NEELS LUNCEFORD NURSERY, SILVERTHORN, COLORADO OR APPROVED EQUAL.
 - ONE APPLICATION OF A DI-AMONIUM PHOSPHATE FERTILIZER, 18-46-0 AT THE RATE OF 8 LBS PER 1,000 SF., SHALL BE BROADCAST PRIOR TO SEEDING.
 - ALL SEED AREAS WITH A SLOPE OF 2:1 OR GREATER SHALL BE CONTROSOLED FOR EROSION CONTROL NETTING.
- 13 AFTER SEEDING, RAKE OR DRESS SURFACE OF SOIL LIGHTLY TO REINCORPORATE SEED INTO TOP 1/8" OF SOIL.
- 14 LANDSCAPE CONTRACTOR SHALL PROVIDE OWNER WITH UNIT COSTS FOR PROPOSED AND TRANSPLANTED PLANTINGS TO INCLUDE ALL COSTS FOR MATERIAL, LABOR, FREIGHT, HANDLING, OVERHEAD, AND PROFIT.
- 15 ALL NEWLY PLANTED TREES AND SHRUBS SHALL BE IRRIGATED WITH AN AUTOMATED DRIP SYSTEM. PERENNIAL FLOWER BEDS AND ANY LAWN AREAS SHALL BE IRRIGATED WITH POP-UP SPRAY HEADS. NATIVE GRASS AREAS SHALL BE TEMPORARILY IRRIGATED FOR 45 DAYS AFTER SEEDING OR UNTIL THE GRASS IS ESTABLISHED.
- 16 LANDSCAPE CONTRACTOR SHALL SUBMIT A WRITTEN DOCUMENT REGARDING ITS POLICY ON PLANT GUARANTEE AND REPLACEMENT TO THE OWNER. EACH GUARANTEE SHALL CONFORM TO THE MINIMUM STANDARD OF REPLACING ALL MATERIAL INCLUDING LABOR, DUE TO SICKNESS OR DEATH OF A PLANT FOR A PERIOD OF ONE YEAR FOLLOWING THE PLANT'S INSTALLATION.
- 17 GRASS NOT COVERED BY PLANTING SHALL BE SEEDED WITH PERENNIAL GRASS SEED RECEIVE A 1" THICK 1.5" CRUSHED STONE, FROM 20" PAST DRIP LINE TO FACE OF BUILDING, INCLUDE GEOTEXTILE FABRIC BELOW FOR WEED CONTROL & LANDSCAPE EDGING FLUSH WITH TOP OF STONE.

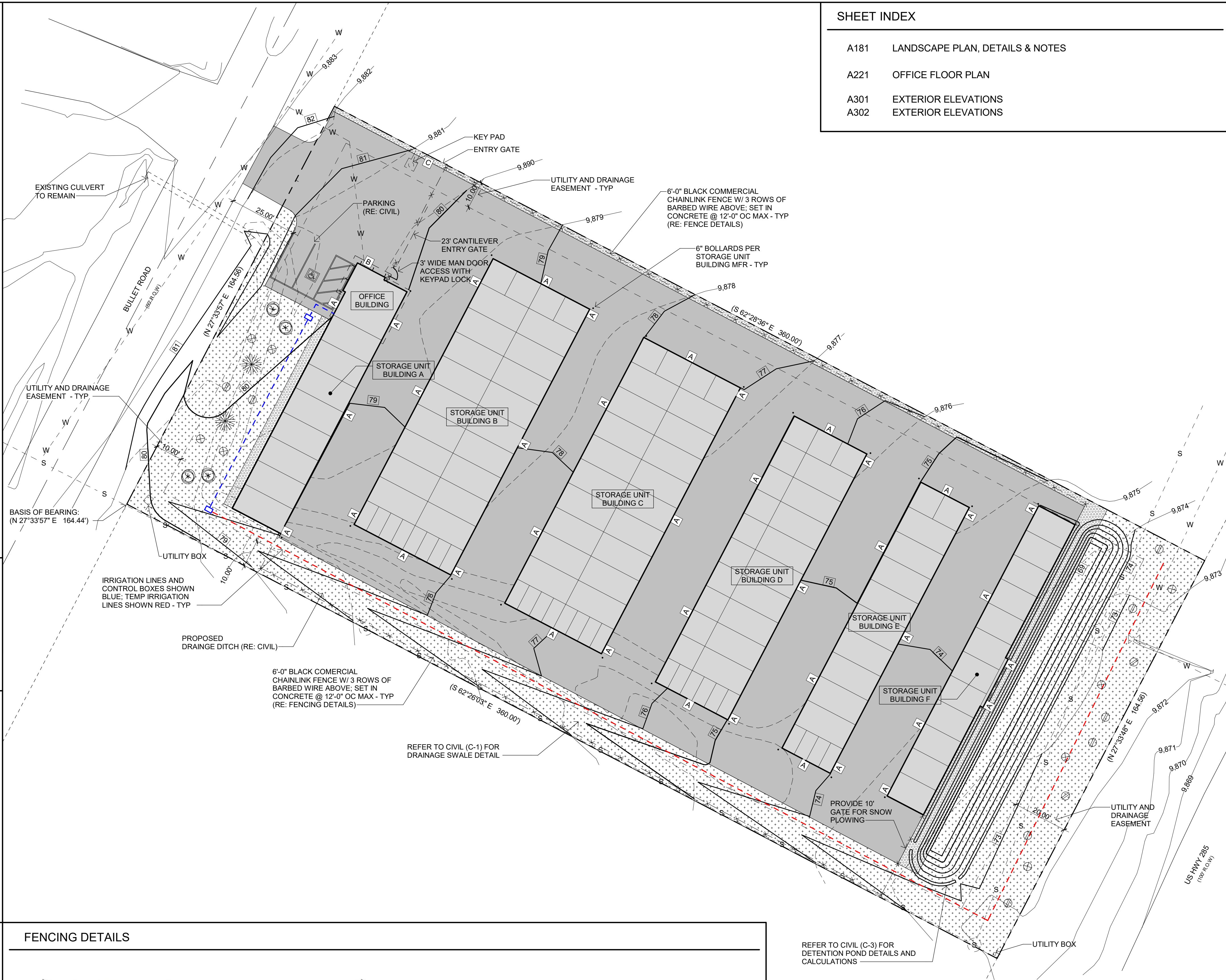
	3" THK ASPHALT ON 4" THK ROAD BASE
	4" THK 1.5" DIA CRUSHED STONE @ DRIP AREAS, WITH GEOTEX WEED BARRIER BELOW (PROVIDE LANDSCAPE EDGING)

SYM	COMMON NAME	BOTANICAL NAME	QTY	SIZE	REMARKS
	SHRUBBY CINQUEFOIL	POTENTILLA FRUTICOSA	10	5 GAL	W/ YELLOW FLOWERS
	PEKING COTONEASTER	COTONEASTER ACUTIFOLIA	8	10 GAL	
	ENGELMANN SPRUCE	PICEA ENGELMANNI	2	6'-8" HIGH	
	QUAKING ASPEN	POPULUS TREMULOIDES	2	1 1/2" CAL	50% MULTI-STEM
			2	2" CAL	
	ALPINE FESCUE	FESTUCA BRACHYPHYLLA	TBD	SEED	SPREAD AT AREAS TO BE REVEGETATED

NOTES: 1. REFERENCE RAB LIGHTING DESIGN FOR PHOTOMETRICS AND CALCULATIONS.
2. REFER TO RAB LIGHTING DESIGN FOR FIXTURE LOCATIONS. VERIFY FIXTURES AND LOCATIONS WITH OWNER PRIOR TO ORDERING.

TAG	TYPE	MFR/MODEL	LAMPS	NOTES
A	LED CUT OFF WALL PACKS	RAB - SLIMXXS	7W LED	- PHOTOCELL CONTROL SENSORS
B	LED RECESSED CAN LIGHT	RAB - CR4-8W	8W LED	
C	LED PARKING LOT AREA LIGHT	RAB - ALEDSHS4TY_WS2	40W LED	- PHOTOCELL CONTROL SENSORS

	AREA
PROPOSED ASPHALT & BUILDS (IMPERVIOUS)	43,077 SQ FT (72%)
PROPOSED OPEN SPACE (LANDSCAPING & DRAINAGE)	16,165 SQ FT (28%)
TOTAL:	59,242 SQ FT (100%)



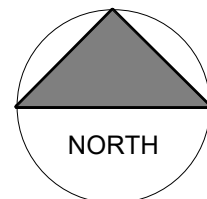
A diagram of a chain-link fence. The fence is made of a diamond-shaped chain-link mesh. It has a double top rail, consisting of two parallel horizontal rails. Above the top rail, there are three strands of barbed wire, each with a small circular end cap. The fence is supported by vertical posts on the left and right sides.

- 72" TALL BLACK VINYL COATED CHAIN LINK FENCE
- (3) STRANDS OF BARBED WIRE ON TOP
- 4" Ø CORNER/END POSTS
- 2 1/2" Ø LINE POSTS (SET IN CONCRETE @ 12'-0" OC)

- 72" TALL BLACK VINYL COATED CHAIN LINK FENCE
- (3) STRANDS OF BARBED WIRE ON TOP
- 4" Ø POSTS
- KEYPAD ACCESS

A181	LANDSCAPE PLAN, DETAILS & NOTES
A221	OFFICE FLOOR PLAN
A301	EXTERIOR ELEVATIONS
A302	EXTERIOR ELEVATIONS

SCALE: 1" = 20'-0"



lot C3
buttermilk park
fairplay . colorado

PROJECT # 2423

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review	2 aug 2024
review	20 aug 2024
planning	25 sep 2024
revised	30 may 2025
revised	11 aug 2025

A181

THIS PROJECT IS GOVERNED BY THE INTERNATIONAL BUILDING CODE, ASSOCIATED CODES, ACCESSIBLE CODES AND LOCAL CODE AMENDMENTS, AS ADOPTED BY THIS MUNICIPALITY. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE CONFORM TO APPLICABLE CODES, REGULATIONS, AND RESTRICTIONS. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS, LICENSES, INSPECTIONS AND APPROVALS.

ALL ITEMS AND WORK SHOWN IN THESE CONSTRUCTION DOCUMENTS SHALL BE PROVIDED AND INSTALLED BY THE GENERAL CONTRACTOR OR HIS OR HER SUBCONTRACTORS UNLESS NOTED AS "EXISTING", "BY OWNER", OR "NOT IN CONTRACT" (N.I.C.) IN THESE DOCUMENTS.

IT IS THE INTENT AND MEANING OF THESE DOCUMENTS THAT THE GENERAL CONTRACTOR AND HIS OR HER SUBCONTRACTORS SHALL PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, EQUIPMENT, AND THE LIKE TO PROVIDE A COMPLETE AND WORKMANLIKE JOB PER THE USUAL AND CUSTOMARY STANDARDS OF THE INDUSTRY AND SHALL BE RESPONSIBLE FOR ADHERENCE TO ALL MANUFACTURERS' INSTALLATION REQUIREMENTS, INSTRUCTIONS AND RECOMMENDATIONS.

THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL WORK AND SCHEDULING, PER STANDARD PRACTICES. COORDINATION OF ALL REQUIRED BLOCK-OUTS, SEQUENCING, AND THE LIKE AMONG GENERAL AND SUBCONTRACTOR TRADES SHALL BE PERFORMED BY THE GENERAL CONTRACTOR.

THE GENERAL CONTRACTOR SHALL PROVIDE FOR THE JOBSITE SAFETY OF ALL PERSONNEL, WORK, MATERIALS, UTILITIES, AND ADJACENT PROPERTIES, IN ACCORDANCE WITH ACCEPTED CODES, REGULATIONS AND INDUSTRY PRACTICES. THESE DOCUMENTS DO NOT INCLUDE PROVISIONS FOR THIS, AND SHALL NOT RELIEVE THE GENERAL CONTRACTOR FROM HIS OR HER RESPONSIBILITIES.

THESE DESIGN DOCUMENTS HAVE BEEN ISSUED WITH AN EXPECTATION OF CONTINUING COMMUNICATION AND COOPERATION AMONG THE OWNER, ARCHITECT, AND CONTRACTOR. BUILDING DESIGN AND CONSTRUCTION ARE COMPLEX; ALTHOUGH THE ARCHITECT AND HIS CONSULTANTS HAVE PERFORMED THEIR SERVICES WITH DUE CARE AND DILIGENCE, THEY CANNOT GUARANTEE PERFECTION. COMMUNICATION IS OFTEN IMPERFECT, AND EVERY CONTINGENCY CAN NOT BE ANTICIPATED. ANY AMBIGUITY OR DISCREPANCY REQUIRING CLARIFICATION SHALL BE REPORTED PROMPTLY TO THE ARCHITECT; FAILURE TO DO SO MAY COMPOUND MISUNDERSTANDING AND AFFECT PROJECT BUDGET, SCHEDULE AND QUALITY. SUCH A FAILURE TO COMMUNICATE SHALL RELIEVE THE ARCHITECT AND CONSULTANTS OF RESPONSIBILITY FOR CONSEQUENCES WHICH MAY ARISE.

THESE CONTRACT DOCUMENTS HAVE BEEN PREPARED USING AUTODESK REVIT BUILDING INFORMATION MODELING APPLICATION AND ARE BASED ON AN ASSOCIATIVE 3D MODEL OF THE PROJECT. IN THE CASE OF QUESTIONS REGARDING SPECIFIC 2D VIEWS OF 3D PROJECT MODEL, CONTACT ARCHITECT FOR CLARIFICATION. SAI MAY HAVE THE ABILITY TO GENERATE SUPPLEMENTAL VIEWS OR DRAWINGS TO HELP THE CONTRACTORS BETTER UNDERSTAND THE DESIGN INTENT.

SUSTAINABLE DESIGN CONCEPTS ARE CENTRAL TO THE SUCCESSFUL DESIGN, CONSTRUCTION AND OPERATION OF THIS PROJECT, AND THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE EXPECTED TO UNDERSTAND AND IMPLEMENT THESE CONCEPTS TO THE FULLEST EXTENT POSSIBLE RELEVANT TO CONSTRUCTION ASSEMBLY TYPES, NOTES AND DETAILS. CONTACT ARCHITECT WITH CONSTRUCTIVE INPUT OR IF MORE INFORMATION IS NEEDED TO UNDERSTAND AND IMPLEMENT THESE CONCEPTS MORE FULLY.

FOR EACH RFI OR PHONE CALL TO THE OFFICE OF THE ARCHITECT OR CONSULTANTS AFTER 4:00 P.M. ON FRIDAYS OR THE DAY PRIOR TO A HOLIDAY, THE GENERAL CONTRACTOR SHALL BE HELD LIABLE FOR A SIX PACK OF GOOD, COLD BEER, PAYABLE DIRECTLY TO THE OFFICE OF THE ARCHITECT OR CONSULTANT, THAT SAME DAY, IN PERSON.

ENERGY EFFICIENCY: GENERAL CONTRACTOR SHALL PROVIDE ALTERNATE PRICES FOR OWNER REVIEW FOR THE FOLLOWING ITEMS: (A) SPRAYED ON FOAM INSULATION (B) ENERGY EFFICIENT WINDOWS GLAZING (C) ENERGY RECOVERY VENTILATION SYSTEM FOR ENTIRE BUILDING (NOT INCLUDING GARAGES).

RESOURCE EFFICIENCY: GENERAL CONTRACTOR SHALL INCORPORATE THE FOLLOWING EFFICIENT BUILDING PRACTICES INTO THE SCOPE OF THE WORK: (A) ON-SITE RECYCLING PROGRAM FOR CONSTRUCTION WASTE (B) LOW WATER USAGE APPLIANCES & EQUIPMENT (C) ADVANCED FRAMING TECHNIQUES (PER US DEPT OF ENERGY, www.energy.gov) (D) ALL APPLIANCES TO BE "ENERGY STAR" RATED (E) ALL LUMBER PRODUCTS SHALL BE SUSTAINABLY HARVESTED.

THE OWNER HAS BEEN ADVISED THAT ROOF AND DECK SURFACES MUST BE PERIODICALLY CLEARED OF SNOW AND ICE BUILD UP IN ORDER TO ENSURE MINIMAL PROBLEMS DURING HEAVY SNOW WINTERS.

SUBSTITUTION OF "OR EQUAL" PRODUCTS WILL BE ACCEPTABLE ONLY WITH THE WRITTEN APPROVAL OF THE OWNER OR ARCHITECT. IF THE CONTRACTOR DESIRES ANY CHANGES WHICH MAY SIGNIFICANTLY IMPACT THE PROJECT BUDGET OR SCHEDULE, HE SHALL SUBMIT A WRITTEN CHANGE ORDER REQUEST PRIOR TO COMMENCEMENT OF SUCH WORK. PERFORMANCE OF SUCH WORK WITHOUT APPROVAL BY CHANGE ORDER SHALL INDICATE THE CONTRACTOR'S ACKNOWLEDGEMENT OF NO INCREASE IN CONTRACT SUM OR COMPLETION DATE DUE TO SAID CHANGE. CHANGES FROM THE CONTRACT DOCUMENTS MADE WITHOUT THE ARCHITECT'S APPROVAL ARE UNAUTHORIZED AND SHALL RELIEVE THE ARCHITECT OF ALL RESPONSIBILITY FOR CONSEQUENCES ARISING FROM SUCH CHANGES.

DOCUMENTATION OF EXISTING CONDITIONS IS BASED ON INFORMATION SUPPLIED BY THE OWNER. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, DIMENSIONS (INCLUDING, BUT NOT LIMITED TO, PROPERTY BOUNDARIES, BUILDING SETBACKS, PROJECT BENCHMARK, AND SITE SLOPES), AND UTILITY LOCATIONS ON SITE PRIOR TO COMMENCEMENT OF WORK. NOTIFY ARCHITECT FOR INTERPRETATION OR CLARIFICATION OF ANY CONFLICTS OR DISCREPANCIES PER NOTE #6 ABOVE.

CONTACT ARCHITECT FOR COPY OF SOILS REPORT. UPON COMPLETION OF EXCAVATION, THE OWNER SHALL RETAIN A SOILS ENGINEER TO INSPECT THE SUBSURFACE CONDITIONS IN ORDER TO DETERMINE THE ADEQUACY OF THE FOUNDATION DESIGN. CONTRACTOR SHALL NOT POUR ANY CONCRETE UNTIL APPROVAL IS OBTAINED FROM THE SOILS ENGINEER.

WRITTEN DIMENSIONS ALWAYS TAKE PRECEDENCE OVER SCALED DIMENSIONS. PLAN DIMENSIONS ARE TAKEN FROM FACE OF WOOD FRAMING, FACE OF CONCRETE WALLS, AND CENTERLINE OF STEEL FRAMING MEMBERS UNLESS OTHERWISE NOTED. SECTION AND ELEVATION DIMENSIONS ARE TO TOP OF CONCRETE, TOP OF REINFORCED SUBFLOOR, TOP OF WALL PLATES, AND TOP OF BEAMS UNLESS OTHERWISE NOTED. DOOR OPENING SHALL BE 4" FROM ADJACENT WALL @ WOOD FRAMING, 8" FROM ADJACENT WALL @ CONCRETE, OR CENTERED IN WALL AS INDICATED ON FLOOR PLANS.

MAJOR SITE DESIGN DIMENSIONS ARE NOTED IN THE DOCUMENTS. LAYOUT OF HARDSCAPE & LANDSCAPE AND THE LIKE SHALL BE STAKED IN THE FIELD BASED ON SITE PLAN INFORMATION. ARCHITECT AND ENGINEER CONSULTANTS SHALL REVIEW AND APPROVE ALL LAYOUTS IN THE FIELD PRIOR TO COMMENCEMENT OF SAID WORK.

WHEN NECESSARY TO BORE STRUCTURAL MEMBERS FOR ELECTRICAL/MECHANICAL RUNS, SUCH HOLES SHALL BE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODE REQUIREMENTS. ARCHITECT AND ENGINEER CONSULTANTS SHALL REVIEW AND APPROVE ALL LAYOUTS IN THE FIELD PRIOR TO DRILLING WHICH MAY AFFECT THE INTEGRITY OF THE STRUCTURE.

PROVIDE CHANGE IN CONTRACT SUM TO UPGRADE ALL WASTE PIPING TO CAST IRON (FOR BETTER ACOUSTICS) AT THE REQUEST OF THE OWNER.

NOT ALL LIGHT FIXTURES ARE SHOWN ON EXTERIOR ELEVATIONS. REFER TO ELECTRICAL AND ARCHITECTURAL DWGS FOR MOUNTING HEIGHTS AND SETTING BLOCK DETAILS.

ALL INTERIOR WALLS SHALL EXTEND FROM FLOOR ELEVATION TO UNDERSIDE OF STRUCTURE ABOVE, UNLESS OTHERWISE NOTED.

INSTALL BLOCKING BEHIND ALL SURFACE APPLIED FIXTURES, TRIM, GRAB BARS, EQUIPMENT, AND ACCESSORIES WHEN MOUNTED ON STUD WALLS.

BUILDING AREAS ARE SHOWN FOR CODE PURPOSES ONLY AND SHALL BE RECALCULATED FOR ALL OTHER PURPOSES.

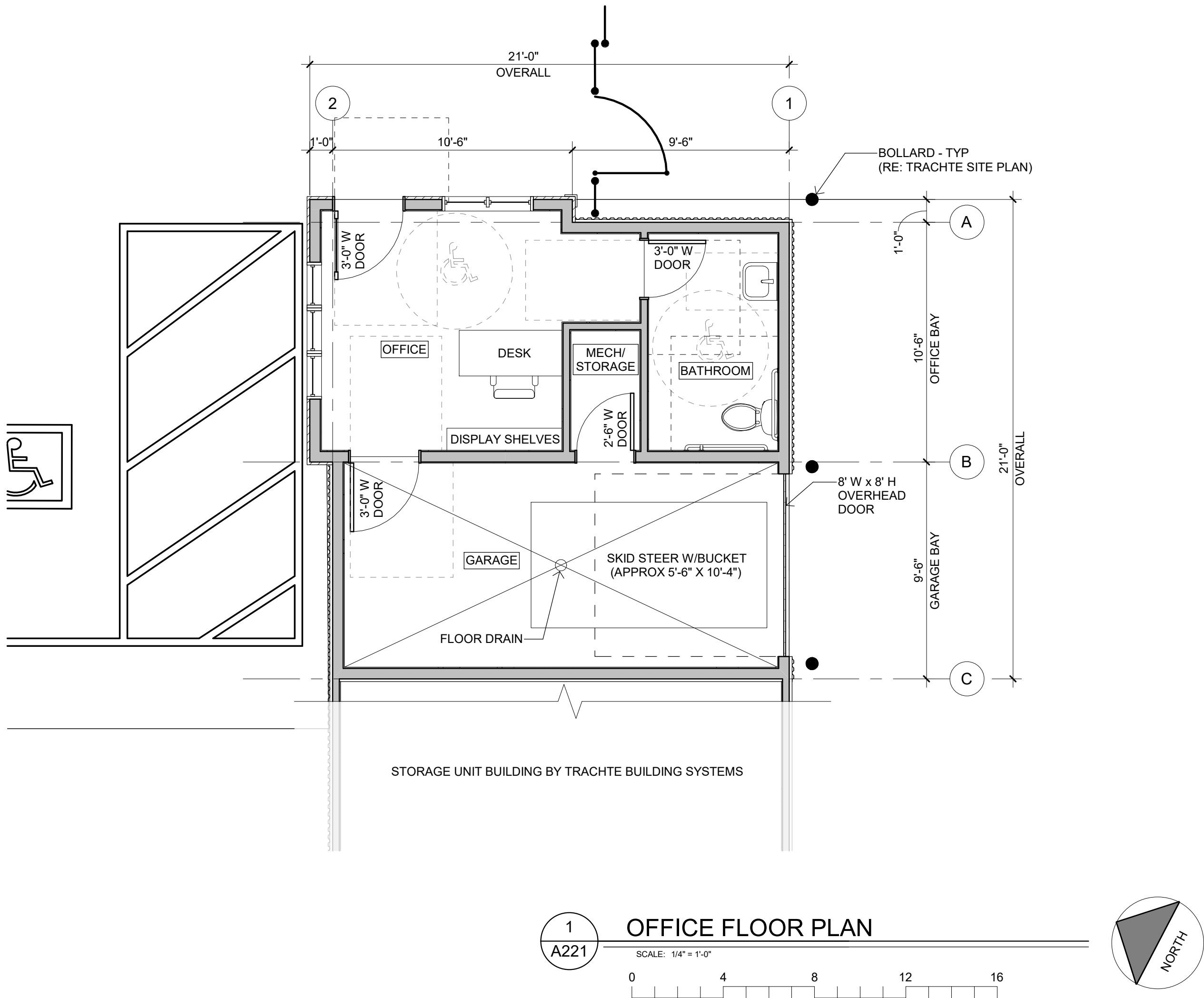
THIS SET HAS BEEN ISSUED AT THE REQUEST OF THE OWNER IN ORDER TO EXPEDITE THE COMMENCEMENT OF CONSTRUCTION. CERTAIN PORTIONS OF THESE CONTRACT DOCUMENTS ARE SUBJECT TO FURTHER REVISION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSES, INSPECTIONS AND APPROVALS. CONTRACTUAL AGREEMENTS BASED ON THIS SET MAY ALSO BE SUBJECT TO FURTHER REVISION. ACCEPTANCE AND USE OF THIS SET BY THE OWNER AND CONTRACTOR CONSTITUTES ACCEPTANCE OF THIS REALITY ON THE PART OF BOTH PARTIES.

A map showing the project location. The map includes 6th Street at the top, Bullet Rd running diagonally from the top left to the bottom right, and US Hwy 285 running diagonally from the bottom left to the top right. A shaded rectangular area is located on Bullet Rd, with an arrow pointing to it from the text "PROJECT LOCATION: 1171 BULLET RD". Arrows on US Hwy 285 indicate directions "TO BUENA VISTA" and "TO DENVER". Meadow Dr is shown as a dashed blue line on the right side of the map, and Ridge Ln is shown as a solid black line on the far right.

	AREA
PROPOSED ASPHALT & BUILDS (IMPERVIOUS)	43,077 SQ FT (72%)
PROPOSED OPEN SPACE (LANDSCAPING & DRAINAGE)	16,165 SQ FT (28%)
TOTAL:	59,242 SQ FT (100%)

TAG	ITEM	MATERIAL	COLOR
E1	PRIMARY ROOF:	STANDING SEAM - PER STORAGE UNIT BUILDING MFR	MATTE BLACK
E2	DRIP EDGE:	PER STORAGE UNIT BUILDING MFR	MATCH ADJACENT ROOF
E3	FASCIA:	PER STORAGE UNIT BUILDING MFR	MATTE BLACK
E4	PRIMARY SIDING:	BOARD & BATTEN 24" OC	MATCH TRACHTE BUILDING SYSTEMS - ASH GRAY
E5	SECONDARY SIDING:	BERRIDGE STEEL HR-16 PROFILE	MEDIUM BRONZE
E6	TERCIARY SIDING:	DIAMOND KOTE 6" LAP SIDING	SEAL
E7	DOORS/WINDOWS:	ALUMINUM CLAD WOOD	SIERRA PACIFIC "BLACK"
E8	DOOR/WINDOW TRIM:	2x CEDAR	MATCH FASCIA
E9	TRIM:	2x CEDAR	MATTE BLACK
E10	GARAGE DOOR:	PER STORAGE BUILDING MFR	MATTE BLACK

- 1) IN THE CASE OF ANY DISCREPANCIES BETWEEN THIS SCHEDULE AND OTHER CONTRACT DOCUMENTS, THE INFORMATION ON THIS SCHEDULE SHALL TAKE PRECEDENCE.
- 2) PROVIDE 2x2 FT. EMBEDDED NAILERS @ ALL CONCRETE WALLS WITH OVER 12" CONCRETE ABOVE PROPOSED GRADE.
- 3) ALL FLASHING, VENTS, FLUES, ROOFTOP MECHANICAL EQUIPMENT, UTILITY BOXES, AND SIMILAR ITEMS SHALL BE PAINTED TO MATCH ADJACENT PORTION OF BUILDING UNLESS OTHERWISE NOTED.
- 4) TYPICAL SIDEWALL FLASHING: ICE & WATER SHEET 2-6" VERT UP WALL; WRAP INTO OPENINGS; MTL FLASHING EXPOSED TO WEATHER; TYPICAL AT ALL OTHER OPENINGS.
- 5) EXTERIOR PAINT - STAIN AREAS TO RECEIVE (2) COATS MINIMUM, PLUS PRIMER COAT.
- 6) SIDING MATERIAL CHANGES TO OCCUR AT INTERIOR CORNERS.



3 COLOR SAMPLE FOR STORAGE UNIT BUILDINGS

A221 SCALE: 1 1/2" = 1'-0"

lot C3
buttermilk park
fairplay , colorado

PROJECT # 2423

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ISSUE

review	2 aug 2024
review	20 aug 2024
planning	25 sep 2024
revised	30 may 2025
revised	11 aug 2025

TRACHTE BUILDING SYSTEMS COLORS SHOWN

EXTERIOR WALL PANELS - ASH GRAY

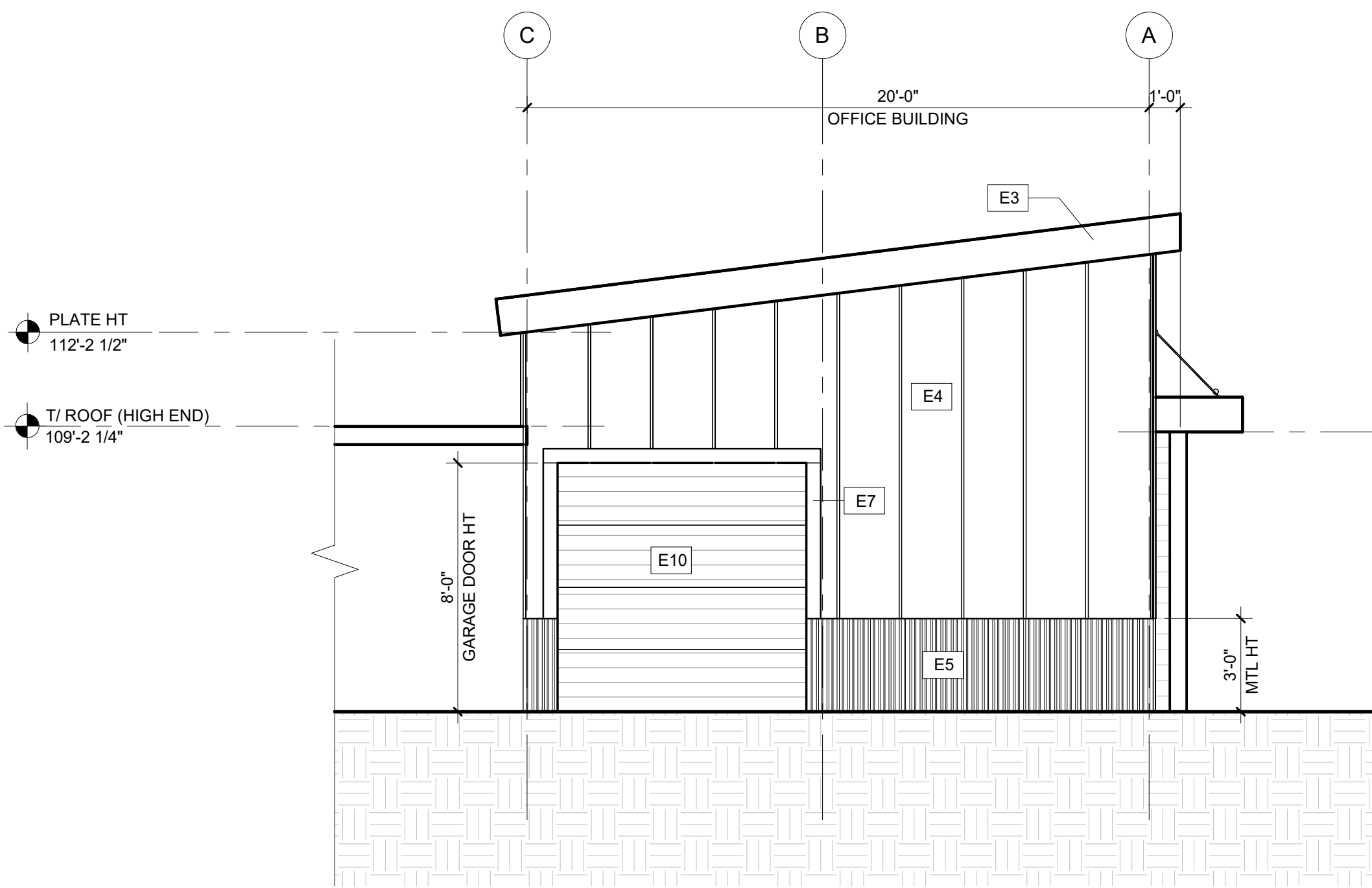
DOOR AND TRIM - MATTE BLACK

STANDING SEAM ROOF - MATTE BLACK

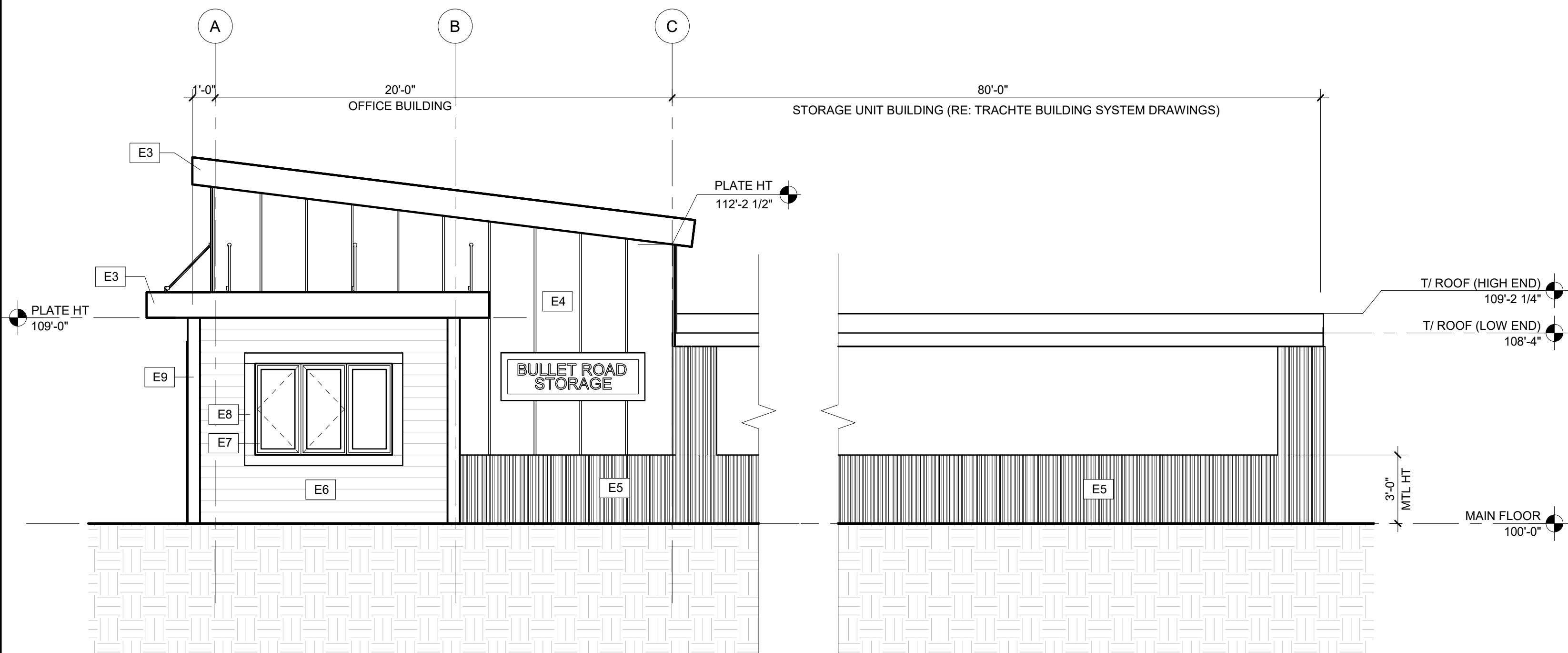
OFFICE FLOOR PLAN

draft

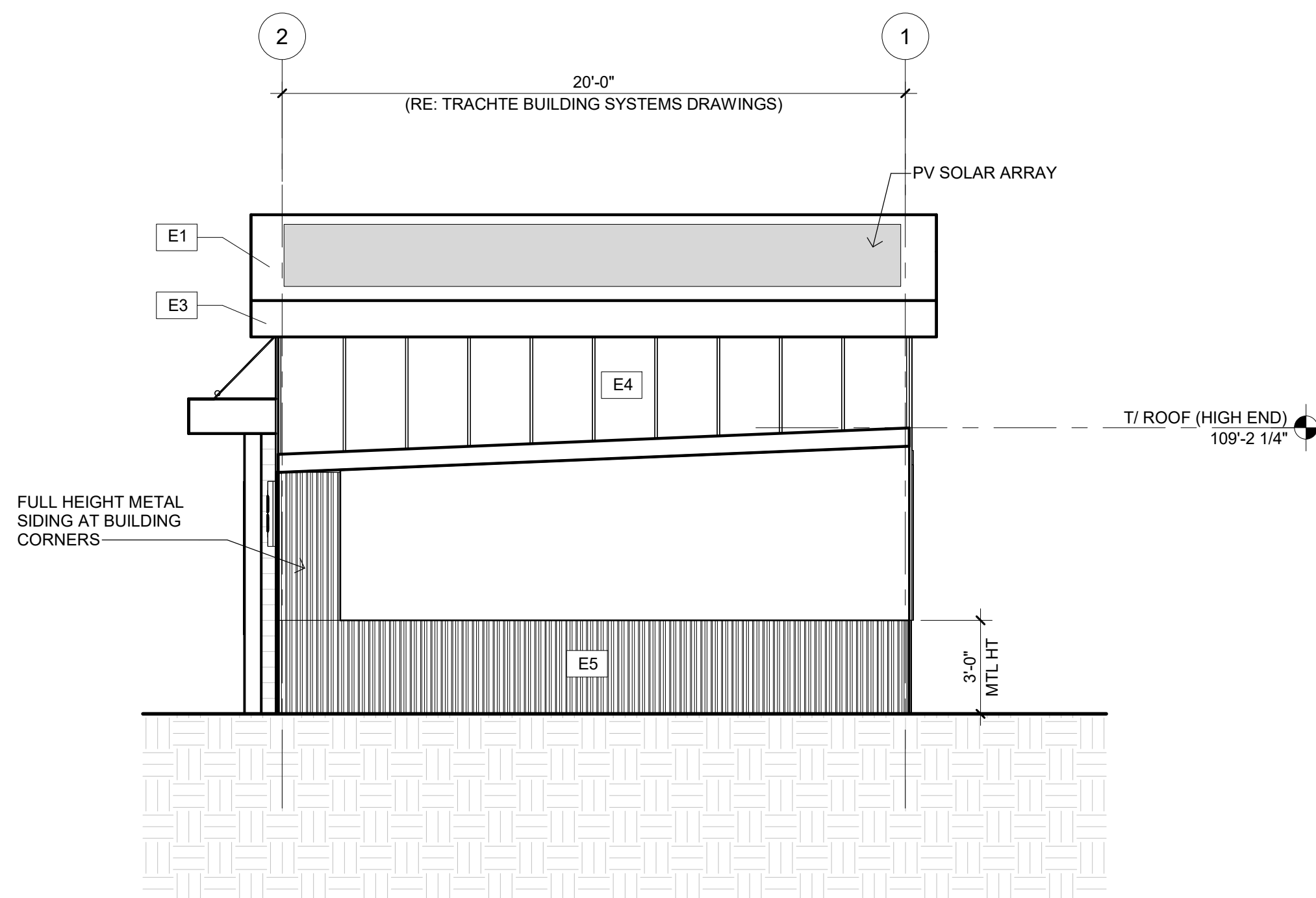
A221



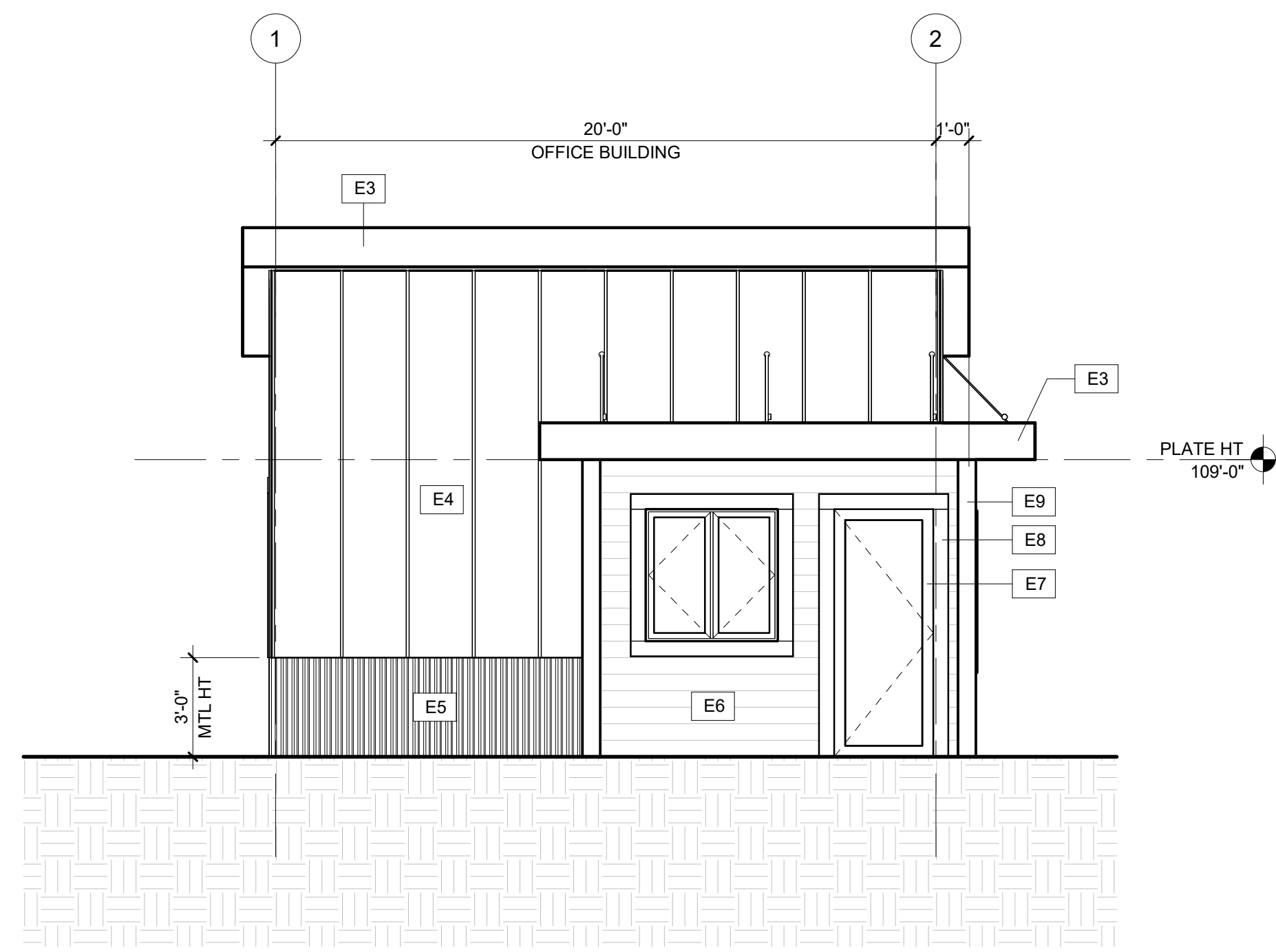
3
A301 EAST ELEVATION (BLDG A - BULLET RD)
SCALE: 1/4" = 1'-0"



1
A301 WEST ELEVATION (BLDG A - BULLET RD)
SCALE: 1/4" = 1'-0"



4
A301 SOUTH ELEVATION (BLDG A - BULLET RD)
SCALE: 1/4" = 1'-0"



2
A301 NORTH ELEVATION (BLDG A - BULLET RD)
SCALE: 1/4" = 1'-0"

Bullet Road Storage

lot C3
buttermilk park
fairplay , colorado

PROJECT # 2423

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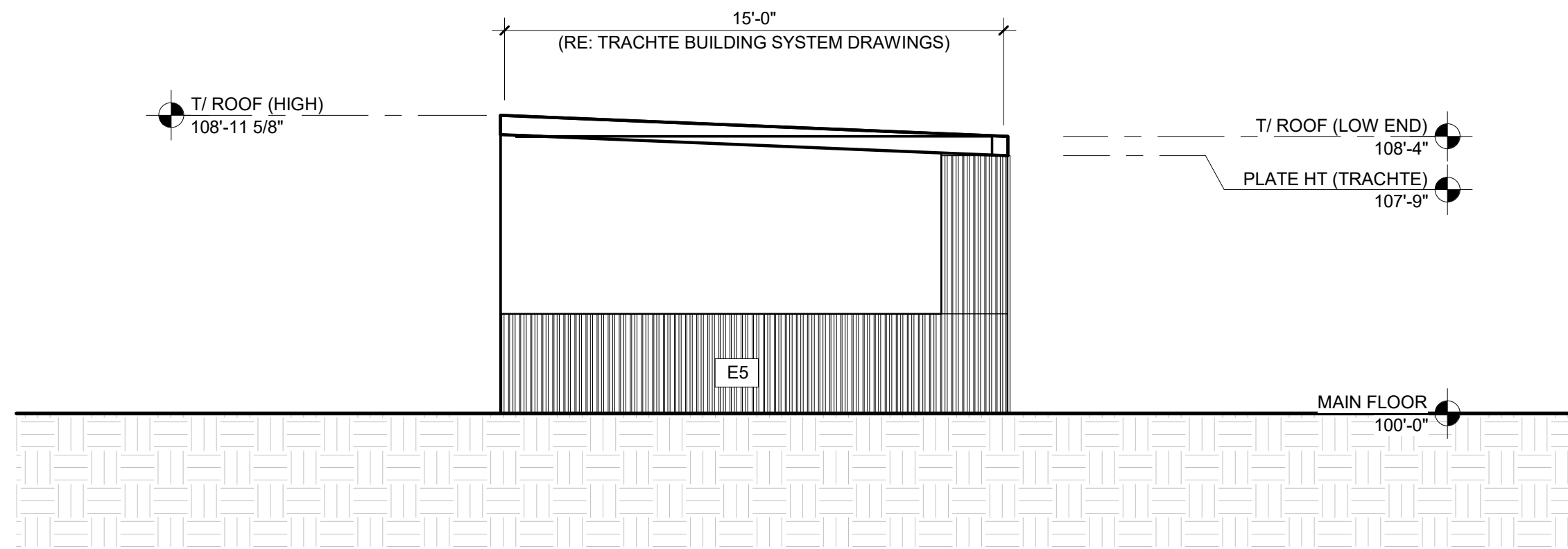
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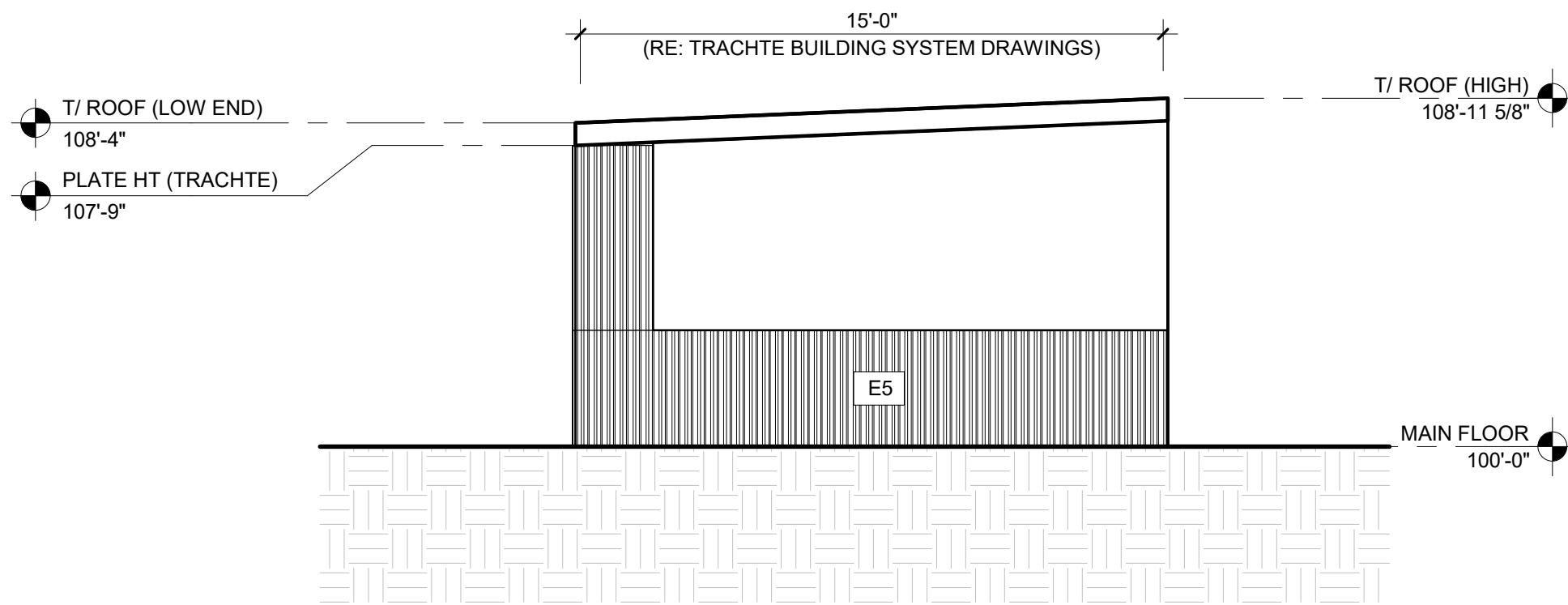
EXTERIOR ELEVATIONS

draft

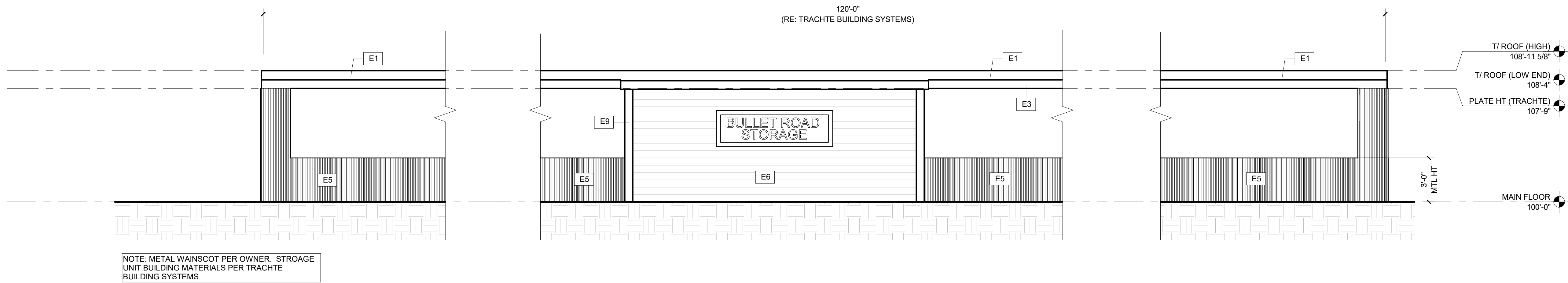
A301



3
A302
SOUTH ELEVATION (BLDG F - US HWY 285)
SCALE: 1/4" = 1'-0"



1
A302
NORTH ELEVATION (BLDG F - US HWY 285)
SCALE: 1/4" = 1'-0"



2
A302
EAST ELEVATION (BLDG F - US HWY 285)
SCALE: 1/4" = 1'-0"

Bullet Road Storage

lot C3
buttermilk park
fairplay , colorado

PROJECT # 2423

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EXTERIOR ELEVATIONS

draft

A302



The drawing shows a roof slope elevation with a grid of 10' by 11'. The vertical dimension on the left is labeled 40'-0" and the horizontal dimension at the bottom is labeled 110'-0". The grid is divided into 10 vertical sections and 4 horizontal sections. The vertical sections are labeled at the top: G1R, G2R, G3R, G4R, G5R, G6R, G7R, G8R, G9R, and G10R. The horizontal sections are labeled on the left: D1, D2, D3, and D4. The right side of the drawing shows a vertical stack of labels: B, B, B, B, B, B, B, B, B, and B. The top right corner is labeled HIGH SIDE and the bottom right corner is labeled LOW SIDE. A roof slope arrow points from the high side to the low side. The drawing includes various structural labels and dimensions.



30'-0"

110'-0"

HIGH SIDE

DOOR SLOPE

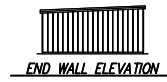
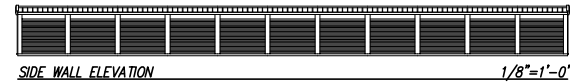
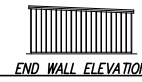
LOW SIDE



Plan view of the bridge deck showing 12 lanes. The deck is 120'-0" wide. The left side has a 15'-0" shoulder. The right side has a 15'-0" shoulder. The lanes are labeled (S/L), (F/L), (F/L), (F/L), (F/L), (F/L), (F/L), (F/L), (F/L), (F/L), (F/L), (S/L). The right side is labeled HIGH SIDE and LOW SIDE.



END WALL ELEVATION



UNIT MIX

SALES ONLY

ROLL-UP DOORS MEET ASTM E330

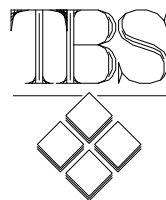
DO NOT ORDER DOORS BY OTHERS PRIOR TO RECEIVING THE ERECTION SET.
RO AND DOOR SIZES MAY VARY DUE TO ENGINEERING ISSUES.

*** TRachte RECOMMENDS (IN USA ONLY) THAT ALL PROJECTS REQUIRE A NUMBER OF UNITS BE ADA ACCESSIBLE, IF A CUSTOMER CHOOSES TO NOT CONFORM TRachte WILL NOT BE HELD ACCOUNTABLE.

NO FABRICATION CAN BE SCHEDULED OR BEGUN UNTIL "APPROVED" OR "APPROVED AS NOTED" DOCUMENTS ARE RECEIVED BY TRachte BUILDING SYSTEMS. COMPLETE THE FOLLOWING:

DATE _____

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'24

FAIRPLAY, CO

FLOOR PLAN

59964

SALES ONLY



11 August 2025

Nick Musial

nick@staisarchitects.com
224.522.2968

Scott Hunn

Hunn Planning & Policy LLC.
PO Box 1286
Edwards, CO 81632

Subject: **Variance Request for Tree Planting Requirements**

Scott,

I am writing to formally request a variance regarding the number of trees required to be planted as part of the Fairplay Mini Storage – SUP application at 1171 Bullet Rd in the Town of Fairplay.

The current requirement is to plant (1) tree per 1,000 sq. ft. of landscape area. Landscape area, as defined by the code, includes areas of drainage and detention ponds. Per the definition in the code, we are required to plant (17) trees given the 16,165 sq ft landscape space. However, due to drainage conditions on the lot caused by an existing culvert draining onto the property, we are required to make major site modifications to build anything on the lot. The site modifications require an extensive drainage and detention pond system that greatly reduces the plantable area. Of the 16,165 sq. ft. of landscape area, 9,062 sq. ft. is lost to the drainage and detention system. Additionally, we lose 4,181 sq ft to sanitary sewer and drainage setbacks, which per SGM inc. (town's engineering consultant) comments are unplantable areas. This effectively leaves us with 2,922 sq ft of plantable area. Due to this, we respectfully request a reduction in the number of trees in the plantable area to 6.

While we understand the importance of fulfilling code requirements, we believe this adjustment is necessary to provide a healthy growth environment for the trees/plantings we are proposing. For example, planting in the drainage swale will block the flow of water defeating the purpose of the swale. Additionally, water moving through the swale could overwater the tree/planting and cause it to die. Similarly, this is the case at the detention pond when standing water is present. Another example is to not overplant the plantable area outlined above. If trees/plantings are grouped too close together they will compete for root space as well as nutrients from the ground, causing the weaker plantings to wither away and die.



In addition, to offset the lower number of trees we are increasing the number of proposed native shrubs, such as Peking Cotoneasters and Shrubby Cinquefoil from our original submission.

Thank you for your time and attention to this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nick Musial".

Nick Musial

NON-EXCLUSIVE
EASEMENT AGREEMENT – SANITARY SEWER

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2025, between _____, "Grantor," and the **TOWN OF FAIRPLAY**, a municipal corporation of the State of Colorado (the "Town"), whose legal address is 901 Main Street, Fairplay Colorado 80440.

WITNESSETH:

For good and valuable consideration, receipt whereof is acknowledged, Grantor hereby grants to the Town, its successors and assigns, a permanent right to enter, reenter, occupy and use the hereinafter described property (the "Property") to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, and operate one or more underground sanitary sewer pipelines to provide sanitary sewer service to the Fairplay community, and all underground and surface appurtenances thereto, of such size and capacity as necessary or required by the Town, in, through, over and across the Property, which is situate in the County of Park, State of Colorado, and more fully described on **Exhibit A** attached hereto and incorporated herein by reference.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between the parties as follows:

1. The Town shall have and may exercise the right of ingress and egress in, to, over, under, through and across the Property for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein.

2. Grantor shall neither cause nor permit the parking or storage of vehicles or other goods or equipment, or the construction or placement of any structure or building, street light, power pole, fence, yard light, mailbox or sign, temporary or permanent, or the planting of any tree, woody plant or nursery stock, of any kind, on any part of the Property. Any prohibited use or installation located on the Property as of or after the date of this Agreement, ~~including utility installations not conforming to Paragraph 9 hereof,~~ may be removed by the Town at Grantor's expense without liability to the Town for damages arising therefrom.

3. After any construction or other operations by the Town which disturb the surface of the Property, the Town will restore the general surface of the ground as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate Town sanitary sewer service facilities. For a period of one year following disturbance of the surface of the Property by the Town, the Town will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the Town.

4. The Town shall have and may exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein granted. It is specifically agreed that Grantor shall neither take nor permit any action which would impair the earth cover over, or the lateral or subjacent support for, any water lines or appurtenances within the Property.

5. Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant or covenant herein contained.

6. Grantor warrants that it has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the Town in the exercise of its rights hereunder against any defect in title or in Grantor's right to make said grant.

7. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

8. Grantor reserves the right to authorize other public utilities such as sanitary or storm sewer, gas, electric, telephone, and cable TV lines, to be installed in the Property, provided that they do not interfere with the Town's rights herein granted, that public utilities crossing the Property cross at approximately right angles, and that no utilities be permitted to parallel the Town's facilities within ten feet thereof. Except for utilities as herein authorized and for roadways, all surface and subsurface uses of the Property must be approved in writing by the Town before installation. Unauthorized or non-conforming utility installations may be removed by the Town without liability for damages arising therefrom.

9. This writing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this ____ day of _____, 2025.

My commission expires:_____.

Witness my hand and official seal.

Notary Public

[S E A L]

TOWN OF FAIRPLAY, COLORADO

By:_____
Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

[TOWN SEAL]

EXHIBIT A

Legal Description Exhibit - attached

NON-EXCLUSIVE
EASEMENT AGREEMENT – STORM WATER

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2025, between _____, "Grantor," and the **TOWN OF FAIRPLAY**, a municipal corporation of the State of Colorado (the "Town"), whose legal address is 901 Main Street, Fairplay Colorado 80440.

WITNESSETH:

For good and valuable consideration, receipt whereof is acknowledged, Grantor hereby grants to the Town, its successors and assigns, a permanent right to enter, reenter, occupy and use the hereinafter described property (the "Property") to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, and operate one or more subsurface storm water conduits or surface grass-line storm water ditches, and all subsurface and surface appurtenances thereto, of such size and capacity as necessary or required by the Town, in, through, over and across the Property, which is situate in the County of Park, State of Colorado, and more fully described on **Exhibit A** attached hereto and incorporated herein by reference.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between the parties as follows:

1. The Town shall have and may exercise the right of ingress and egress in, to, over, under, through and across the Property for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein.
2. Grantor shall neither cause nor permit the parking or storage of vehicles or other goods or equipment, or the construction or placement of any structure or building, asphalt, street light, power pole, fence, yard light, mailbox or sign, temporary or permanent, or the planting of any tree, woody plant or nursery stock, of any kind, on any part of the Property. Grantor must keep the grass-lined storm water ditches per original construction documents. Any prohibited use or installation located on the Property as of or after the date of this Agreement, ~~including utility installations not conforming to Paragraph 9 hereof,~~ may be removed by the Town at Grantor's expense without liability to the Town for damages arising therefrom.
3. After any construction or other operations by the Town which disturb the surface of the Property, the Town will restore the general surface of the ground as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate Town stormwater drainage facilities. For a period of one year following disturbance of the surface of the Property by the Town, the Town will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the Town.
4. The Town shall have and may exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein granted. It is specifically agreed that Grantor shall neither take nor permit any action which would impair the earth cover over, or the lateral or subjacent support for, any water lines or appurtenances within the Property.
5. Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant or covenant herein contained.
6. Grantor warrants that it has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the Town in the exercise of its rights hereunder against any defect in title or in Grantor's right to make said grant.
7. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.
8. Grantor reserves the right to authorize other public utilities such as sanitary or storm sewer, gas, electric, telephone, and cable TV lines, to be installed in the Property, provided that they do not interfere with the Town's rights herein granted, that public utilities crossing the Property cross at approximately right angles, and that no utilities be permitted to parallel the Town's facilities within ten feet thereof. Except for utilities as herein authorized and for roadways, all surface and subsurface uses of the Property must be approved in writing by the Town before installation. Unauthorized or non-conforming utility installations may be removed by the Town without liability for damages arising therefrom.

9. This writing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this ____ day of _____, 2025.

My commission expires:_____.

Witness my hand and official seal.

Notary Public

[S E A L]

TOWN OF FAIRPLAY, COLORADO

By:_____
Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

[TOWN SEAL]

EXHIBIT A

Legal Description Exhibit - attached

DRAFT



**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE THE FAIRPLAY BOARD OF
TRUSTEES
CONCERNING A SPECIAL USE PERMIT
APPLICATION**

A Public Hearing will be held before the Fairplay Board of Trustees at Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on Monday, August 4, 2025 at 6:00 p.m., concerning an application by Buck Finley for a Special Use Permit (SUP) for personal storage units (mini-storage) within the Commercial Zone District, on the property located at 1171 Bullet Road in the Town of Fairplay. For further information contact the Fairplay Town Hall at 719-836-2622.

Published in the Park County Republican and Fairplay Flume on July 25, 2025.



Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622 phone

(719) 836-3279 fax

www.fairplayco.us

July 24, 2025

Notice of Special Use Permit Hearing

Finley Personal Storage Units (Mini-Storage) 1171 Bullet Road, Fairplay, CO 80440

This is to advise you that on Monday, August 4, 2025 at 6:00 p.m., the Board of Trustees for the Town of Fairplay, Colorado, will conduct a Public Hearing at Town Hall, 901 Main Street, Fairplay, Colorado, concerning:

- 1) A Special Use Permit application to allow for personal storage units (mini-storage) within the Commercial (C) Zone District at 1171 Bullet Road, Fairplay, CO.**

The applicant / owner is Buck Finley, PO Box 1507, Breckenridge, CO 80424.

As an adjacent property owner, you are being notified of your right to appear and to present testimony at 6 PM on Monday, August 4, 2025 at Town Hall located at 901 Main Street. If you are not able to attend but still wish to submit comments, you may mail a letter to the Fairplay Board of Trustees at PO Box 267, Fairplay, CO, 80440; hand deliver it to Town Hall at 901 Main Street; or send it by email to jsciacca@fairplayco.us.

The completed application packet is available for review at Town Hall during normal business hours of 8:30 AM to 4:30 PM, Monday – Friday, located at 901 Main. A copy of the application will be posted to the Town's website no later than Friday, August 1, 2025, by close of business as part of the Regular Meeting Agenda Packet. Questions can be addressed to the Town Administration Department at (719) 836-2622.

Attachment: Certificate of Mailing

CERTIFICATE OF MAILING (One Page)

I hereby certify that a true and correct copy of the foregoing Notice of Public Hearing for the Special Use Permit for Finley personal storage (mini storage) units to be located at 1171 Bullet Road, Fairplay, CO, was placed in the United States mail, postage prepaid, first class, this 24th day of July, 2025, and addressed to:

Wolverine Holdings
PO Box 1879
Frisco, CO 80443

Shasta Properties, LLC
626 Monte Vista Rd
Golden, CO 80401

Fairplay Land Company
9101 Harlan Street, Suite 300
Westminster, CO 80031

South Park Recreation District
PO Box 1485
Fairplay, CO 80440

Brown Dog Mountain Property, LLC
PO Box 2169
Fairplay, CO 80440

Park County Board of Commissioners
PO Box 220
Fairplay, CO 80440

Fairplay Colorado DG, LLC
3225 Yale Drive
Broomfield, CO 80023

Claudia Werner
POB 327
Fairplay, CO 80440

Fairplay Meadow Drive, LLC
5255 Ronald Reagan Blvd, Ste 220
Johnstown, CO 80534

Allen Jack R Rev Trust
Allen Suzanne R Rev Trust
POB 398
Fairplay, CO 80440



Janell Sciacca
Town Administrator / Town Clerk



Town of
Fairplay
Colorado

Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
www.fairplayco.us

STAFF MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: Public Hearings Item B – Ord. 3, ICC Code Adoption TO BE CONTINUED

DATE: September 15, 2025

BACKGROUND/ANALYSIS:

This Ordinance has been discussed at two other Board meetings this year, and following the last discussion on July 7, was continued to September 15 for further discussion and consideration. With the length of the agenda for September 15, and no immediate requirement to adopt the ICC, Staff is recommending a subsequent continuance of this matter to October 6, 2025.

RECOMMENDATION

Staff recommends Ordinance No. 3, Series of 2025, be continued to October 6, 2025 by motion, second and roll call vote.



Town of
Fairplay
Colorado

Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
www.fairplayco.us

STAFF MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator

RE: Public Hearings Item C – Ordinance to Change Due Date of Utility Bills

DATE: September 7, 2025

BACKGROUND/ANALYSIS:

Currently, there is a significant portion of the community that pays their utility bills on the 30th or 31st of the month because the current code is that payments are due on the last day of the month for. Over the years, when these dates fall on holidays or weekends, this has resulted in late fees being assessed. Staff then must field calls from unhappy residents and spend a significant amount of time removing these fees.

More recently, there was a billing issue that resulted in these accounts due dates being moved out one month. When Staff noticed the issue, Xpress Bill Pay was contacted and indicated they would fix the issue but ended up making it worse. Whatever Xpress Bill Pay did last month, it also resulted in the payments for these accounts that are paid on the 30th or 31st not being processed at the end of August for July usage. Staff is again spending a significant amount of time fielding calls from residents.

To hopefully reduce these issues in the future, Staff is recommending amending the code with the attached ordinance to move the due date to the 20th so that all payments for the month would be processed and applied to accounts in a timely manner. This will also allow Staff to read meters as close to the 1st of the month as possible and get bills out more efficiently.

RECOMMENDATION

Staff recommends adoption of Ordinance No. 5 as presented by motion, second and roll call vote to update the Fairplay Municipal Code and move the due date of Town utility (Water and/or Sewer) bills from the last day of each month to the 20th day of each month for the reasons outlined above..

ATTACHMENTS:

- Ordinance No. 5, Series of 2025

TOWN OF FAIRPLAY, COLORADO

ORDINANCE NO. 5 (Series of 2025)

AN ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO AMENDING THE FAIRPLAY MUNICIPAL CODE CHAPTER 13 REGARDING PAYMENTS

WHEREAS, the Town of Fairplay, Colorado ("Town") is a statutory town, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, pursuant to C.R.S. § 31-15-401, the Town, by and through its Board of Trustees ("Board"), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

WHEREAS, in its capacity as Water and Wastewater Enterprise Board, the Board now finds it beneficial to update Section 13-1-210(a) of the Fairplay Municipal Code to change the due date for Water and Sewer Utility bills and update additional outdated language/references.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD FOR THE TOWN OF FAIRPLAY, COLORADO AS FOLLOWS:

SECTION 1. Article I, Chapter 13-Municipal Utilities, Sec. 13-1-210(a) is hereby revised and amended as follows:

(1) The header of Sec. 13-1-210 is revised and amended as follows:

Sec. 13-1-210. - Payment of ~~water~~ UTILITY bills; penalties and interest; service termination.

(2) The body of Sec. 13-1-210(a) is revised and amended as follows:

- (a) The Town ~~Clerk/Treasurer~~ shall prepare and mail monthly billing statements for BOTH the water consumed during the previous month ~~based on the schedule of water rates and charges~~ AND FOR THE WASTEWATER SERVICE FEES as established AND SET by RESOLUTION OF the Board of Trustees. All charges ~~for water~~ BILLED shall be due and payable on the ~~last~~ 20TH day of the month in which the billing statement has been mailed (the "due date"). The failure of a customer or water user to pay a billing statement in full on or before the due date shall cause such statement to become delinquent. A delinquency penalty of five dollars (\$5.00) shall be assessed and collected on any billing statement that has not been fully paid by the statement due date. Additionally, all unpaid bills shall be assessed and incur interest at a rate of one percent (1%) per month until fully paid; except that said interest shall not be assessed upon any delinquency penalty, but only on the principal amount due.

Section 2. Safety Clause. The Town Board hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Fairplay, that it is

promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. Should any one or more sections or provisions of this Ordinance or of the Code provisions be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provisions, the intention being that the various sections and provisions are severable.

Section 4. This Ordinance shall become effective 30 days following publication.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the Town of Fairplay by the Board of Trustees this ____ day of _____, 2025.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



Town of
Fairplay
Colorado

Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
www.fairplayco.us

STAFF MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Janell Sciacca, Town Administrator
Scot Hunn, Town Planner

RE: New Business Item A – Resolution No. 27 – Highside Variance
New Business Item B – Resolution No. 28 SP Food Bank SUP & Variance

DATE: September 15, 2025

BACKGROUND/ANALYSIS:

The attached Resolutions are presented to the Board for consideration to formalize and document the individual actions approving a variance for the Highside following public hearing on July 7, 2025, and the South Park Food Bank following public hearing on August 18, 2025.

Questions regarding either Resolution can be addressed to Town Planner Scot Hunn or Town Attorney Joe Rivera.

RECOMMENDATION

Staff is recommending the following separate motions:

1. Approve the adoption of Resolution No. 27, Series of 2025, to formalize and document the Fairplay Board of Trustees July 7, 2025 approval with conditions of a variance from parking lot and landscaping improvement standards for Highside Brewing, LLC. by motion, second and roll call vote.
2. Approve the adoption of Resolution No. 28, Series of 2025, to formalize and document the Fairplay Board of Trustees August 18, 2025 approval with conditions of a special use permit for a community building and a variance from driveway design standards for South Park Food Bank by motion, second and roll call vote.

TOWN OF FAIRPLAY, COLORADO

**RESOLUTION NO. 27
(Series of 2025)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY,
COLORADO APPROVING A VARIANCE FROM PARKING LOT AND LANDSCAPING
IMPROVEMENT STANDARDS FOR HIGHSIDE BREWING, LLC., WITH
CONDITIONS**

WHEREAS, the Town of Fairplay (Town) is a Colorado statutory municipality governed by its elected Board of Trustees (Board);

WHEREAS, Section 2-2-10. - *Board of Trustees; terms, authority, qualifications and vacancies* sub-section (b). – *Authority*, of the Town of Fairplay Unified Development Code (UDC) establishes that the Board shall constitute the legislative body of the Town, shall have the power and authority, except as otherwise provided by statute, to exercise all power conferred upon or possessed by the Town, and shall have the power and authority to adopt such laws, ordinances and resolutions as it shall deem proper in the exercise thereof; and

WHEREAS, Section 16-1-30. – *Authority*, UDC, establishes that that the Board is authorized by the Colorado Revised Statutes to adopt and administer the provisions of these regulations under CRS 29-20-101 et seq., and CRS 31-23-301 as amended; and

WHEREAS, Article X – *Off street parking*, UDC, requires certain parking lot and parking lot landscape designs and improvements, including but not limited to paving of parking lots serving non-residential uses and providing minimum landscape planting within parking lots to break up large areas of pavement, at the time of the erection of a new structure or at the time of enlargement or change in use of an existing structure within the Town; and

WHEREAS, Article XI – *Landscaping*, UDC, requires certain landscape designs and improvements specific to parking lots serving non-residential uses and, specifically, those properties located along the U.S. Highway 285 right-of-way, including but not limited to tree and shrub planting within the parking lot and along the U.S. Highway 285 right-of-way, stormwater management improvements, ground covers, and other beautification within a thirty (30) foot buffer between a property line and the right-of-way, at the time of the erection of a new structure or at the time of enlargement or change in use of an existing structure within the Town; and

WHEREAS, the brewery and tap room use of the subject property represents a change in use of an existing structure; and

WHEREAS, on or about December 31, 2024, the Town accepted an application for a variance (Application) from ACL Real Estate, LLC (Applicant) for relief from the strict interpretation of the Town's landscape and parking lot requirements and improvement standards, specifically General Parking Requirements (Sec. 16-10-10, subsections D and E), Parking Plan (Sec. 16-10-120, subsections 6, 10, and 11), Design Requirements (Sec. 16-10-130, subsections

(A)1 and (A)3.b), State Highway 285 Corridor Landscaping Standards (Sec. 16-11-40, subsections 1, and 2 a-d) of the UDC, for a property located at 411 U.S. Highway 285 (Property); and

WHEREAS, as part of the Application, the Applicant provided a conceptual parking lot and landscape plan (Plan) dated June 6, 2025, and attached hereto as Exhibit A; and

WHEREAS, the variance(s) requested by the Applicant include: 1) a reduction in the amount and type of landscape plantings associated with the parking lot and relief from the requirement to plant trees within the parking lot; 2) a reduction in the dimensions of the required landscape buffer and setback area along the U.S. Highway 285 from 30 feet in width along the property line to a varied distance of ten to fifteen feet in width; 3) a reduction in the amount and type of landscape plantings and treatment within the U.S. Highway 285 landscape buffer area to allow instead for general cleanup of the area and the placement of planter boxes or barrels in lieu of tree or shrub planting; 4) relief from the requirement to provide a parking lot grading plan; relief from the requirement to pave the parking lot with asphalt or concrete; and

WHEREAS, at their regular meeting of April 7, 2025, the Board opened a public hearing to consider the Application and a request for continuance to a date certain; and

WHEREAS, at their regular meeting April 7, 2025, the Board voted unanimously to continue the public hearing to consider the Application at the regular meeting of July 7, 2025, to allow the Applicant time to address outstanding items or issues of concern; and

WHEREAS, at their regular meeting of July 7, 2025, the Board held a hearing to consider the variance application and Plan, as well as applicant testimony, staff recommendations, and public comment; and

WHEREAS, at their regular meeting of July 7, 2025, the Town approved the variance application and Plan, with conditions, and instructed staff to draft the required resolution for final disposition.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO THAT:

Section 1. Approval. The Board finds that the requirements and conditions of Sec. 16-22-70 (B), UDC, are met and that Variance No. 2025-001 is hereby approved subject to the following conditions:

1. The Applicant shall complete all improvements depicted on the Plan no later than June 1, 2026.
2. The Applicant shall remove unauthorized equipment, materials and other debris located along the eastern boundary of the subject property adjacent to the Twelfth Street right-of-way no later than June 1, 2026.
3. This variance shall run with the land.

Section 2. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town of Fairplay, that it is promulgated for the health, safety, and welfare of the public and that this Resolution is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Board of Trustees further determines that the Resolution bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph or part of this Resolution or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the application to other persons or circumstances.

Section 4. Effective Date. This Resolution shall become effective immediately.

RESOLVED, APPROVED, and ADOPTED this 15th day of September 2025 by a vote of ____ For and ____ Against.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk



411 W. 285
FAIRPLAY COLORADO
HIGHSIDE BREWERY
LANDSCAPE AND SITE IMPROVEMENT PLAN

NOT TO SCALE
FOR REFERENCE ONLY

FAIRPLAY ZONING AGREEMENT
PARKING REQUIREMENTS
2/1000 SQFT.

PARKING SPACE ALLOCATION
NTE 9,750SQFT.
30 SPACES ALLOCATED
MIN 2 HANDICAPP SPACES LOCATED NEAREST BUILDING WITH RAMP ACCESS
IF NEEDED. NOT TO EXCEED 2% IN SLOPE ANY DIRECTION.

1 TREE PER 2 PARKING SPOT
10 TREES REQUIRED 4 EXISTING
VARIANCE REQUEST TO NOT INSTALL 6 NEW

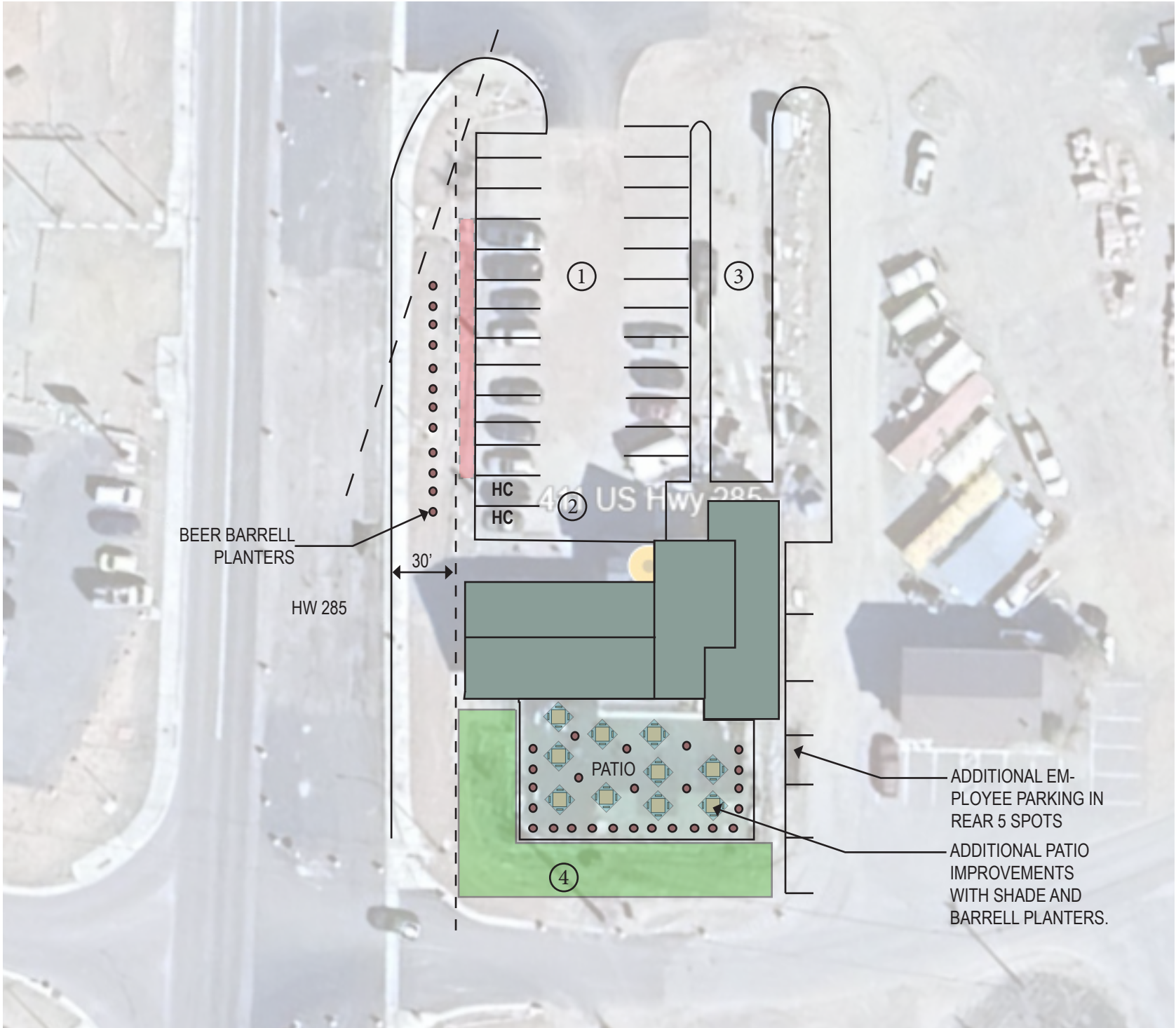
① LANDSCAPE AND SITE IMPROVEMENTS
BARRELS AT HIGHWAY BUFFER SETBACK ZONE.

② 285 BUFFER LANDSCAPING AS ALLOWED BY CDOT

③ SIGANCE TO MEET MINIMUM REQUIREMENTS
EXISTING SIGNAGE

LANDSCAPE IMPROVEMENTS AT PATIO
HARDSCAPE TO MEET ADA ACCESS
VARIOUS BARRELL PLANTERS, TREES WHERE PERMISSABLE
SHADE CANOPY AND OR UMBRELLAS

OTHER NOTES
DRAINAGE ON SITE TO BE SHEET FLOW TO NEAREST BASIN AS APPROVED BY
CITY OF FAIRPLAY



- ① PARKING DIMENSION REQUIREMENTS
DRIVE ISLE MIN 24' WIDE
PARKING SPOT 9' X 18' MIN.
30 SPOTS

2 HC SPOTS
12' W X 22' MIN NOT TO EXCEED 2% IN ANY DIRECTION.
- ② PROVIDE MIN CROSS SLOPE NOT GREATER THAN 2%
RUNNING SLOPE NOT TO EXCEED 5% PER ADA REQUIREMENTS
PARKING LOT SLOPE NOT TO EXCEED 2%
RAMPS AS REQUIRED NTE 8% SLOPE.
- ③ DROP OFF AND UNLOADING
DRIVE ISLE WIDTH 20' MIN
- ④ LANDSCAPE AREA AND PATIO TO BE REFURBISHED AND CLEANUED UP
IN GRADING AND GROUND COVER.

ADD PLANTERS IN BARRELS PER TO FAIRPLAY ORDINANCE

SIGNAGE ZONE SHALL MEET CDOT REQUIREMENTS
FOR VIEW CORRIDOR AND SETBACKS. BARRELLS WITH
PLANTINGS.

411 W. 285
FAIRPLAY COLORADO
HIGHSIDE BREWERY
LANDSCAPE AND SITE IMPROVEMENT PLAN

NOT TO SCALE
FOR REFERENCE ONLY

TOWN OF FAIRPLAY, COLORADO**RESOLUTION NO. 28
(Series of 2025)****A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY,
COLORADO APPROVING A SPECIAL USE PERMIT FOR A COMMUNITY
BUILDING AND A VARIANCE FROM DRIVEWAY DESIGN STANDARDS FOR
SOUTH PARK FOOD BANK, WITH CONDITIONS**

WHEREAS, the Town of Fairplay (Town) is a Colorado statutory municipality governed by its elected Board of Trustees (Board);

WHEREAS, Section 2-2-10. - *Board of Trustees; terms, authority, qualifications and vacancies* sub-section (b). - *Authority*, of the Town of Fairplay Unified Development Code (UDC) establishes that the Board shall constitute the legislative body of the Town, shall have the power and authority, except as otherwise provided by statute, to exercise all power conferred upon or possessed by the Town, and shall have the power and authority to adopt such laws, ordinances and resolutions as it shall deem proper in the exercise thereof; and

WHEREAS, Section 16-1-30. - *Authority*, UDC, establishes that that the Board is authorized by the Colorado Revised Statutes to adopt and administer the provisions of these regulations under CRS 29-20-101 et seq., and CRS 31-23-301 as amended; and

WHEREAS, Article X – *Off street parking*, UDC, requires certain parking lot and driveway design standards, including but not limited to the minimum distance required between a property line and a driveway entrance to a public street; and

WHEREAS, on or about June 9, 2025, the Town accepted an application for a Special Use Permit and Variance (Application) from the South Park Food Bank (Applicant) for a community building within the Transitional Zone District for a property located at 516 Hathaway Street (Property); and

WHEREAS, the Application includes a request for relief from the strict interpretation of the Town's driveway design standards (Sec. 16-10-130. - *Design requirements*, subsection "d," UDC) specifically to permit fourteen (14) feet separate between the proposed driveway and the nearest property line rather than fifteen (15) feet separation; and

WHEREAS, at their regular meeting of August 18, 2025, the Town held a hearing to consider the Application, as well as applicant testimony, staff recommendations, and public comment; and

WHEREAS, at their regular meeting of August 18, 2025, the Town approved the variance application, with conditions, and instructed staff to draft the required resolution for final disposition.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO THAT:

Section 1. Approval.

(a) The Board finds that the requirements and conditions of Sec. 16-22-70 (B), UDC, are met and that Variance No. 2025-002 hereby approved subject to the following condition:

(b) The Board finds that the requirements and conditions of Sec. 16-22-70 (B), UDC, are met and that Variance No. 2025-002 hereby approved subject to the following conditions:

1. This Special Use Permit shall run with the non-profit use of the Applicant.
2. This variance approval to allow for relief from Sec. 16-10-130. - *Design requirements*, subsection “d,” UDC) specifically to permit fourteen (14) feet separate between the proposed driveway and the nearest property line rather than fifteen (15) feet separation shall run with the land.
3. Prior to or concurrent with any building or grading permit application, the Applicant shall update the Special Use Permit Application and Operations Plan to include hours of operation which shall become conditions of approval.
4. Prior to or concurrent with any building or grading permit application, the Applicant shall provide final details of the trash enclosure as part of any building permit application to ensure that the enclosure is secure, well designed, and accessible by trash service providers without impacting traffic flow on the adjacent alleyway.

Section 2. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town of Fairplay, that it is promulgated for the health, safety, and welfare of the public and that this Resolution is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Board of Trustees further determines that the Resolution bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph or part of this Resolution or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the application to other persons or circumstances.

Section 4. Effective Date. This Resolution shall become effective immediately.

RESOLVED, APPROVED, and ADOPTED this 15th day of September 2025 by a vote of ____
For and ____ Against.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

September 8, 2025

VIA E-MAIL

Attention: Janell Sciacca
Town Administrator/Clerk
Town of Fairplay
901 Main Street
P.O. Box 267
Fairplay, CO 80440

**Re: Bond Counsel Engagement in Connection with the Town's Lease Purchase
Financing for the Acquisition of Certain Land**

Dear Janell:

We are pleased to submit this letter to document the engagement of Kutak Rock LLP (the "Firm") as bond counsel ("Bond Counsel") to the Town of Fairplay, Colorado (the "Town"), in connection with your proposed lease purchase agreement financing.

As we understand the transaction, the Town proposes to obtain approximately \$400,000 aggregate principal amount of lease purchase financing (the "Financing") for the purpose of funding the acquisition of two separate parcels of land for use by the Town for governmental or proprietary purposes (the "Project"). Under the proposed financing, the Town will lease the two parcels of real property (collectively, the "Site") to a third party investor (the "Bank") in exchange for a lump-sum payment sufficient to finance the Project, including payment of the costs of the financing pursuant to a site lease (the "Site Lease"). The Site and any improvements located thereon will be leased back to the Town pursuant to a lease purchase agreement (the "Lease Purchase Agreement"). Under the Lease the Town would pay Base Rentals consisting of a principal component and an interest component. At the end of the final renewal term of the Lease, the Lease and Site Lease would terminate, leaving the Town with unencumbered ownership of the Site and all improvements located thereon.

We have agreed to serve as the Town's bond counsel in connection with the Lease. Our services as bond counsel would include:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Lease, the source of payment and security therefor, and the excludability of the interest component of Base Rentals from gross income for federal and State income tax purposes.

2. Prepare and review the documents necessary or appropriate to the authorization, issuance and delivery of the Lease and coordinate the authorization and execution of such documents.

3. Review and advise the Town as to the legal issues presented by the structure of the financing transaction.

4. Assist in the negotiation of the Lease and related documents to the extent you direct.

5. Assist the Town in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, execution and delivery of the financing documents, except that we will not be responsible for any required blue sky filings.

Our Bond Opinion will be addressed to the Town and the Bank and will be delivered by us on the date the Lease is delivered for its purchase price (the “Closing”).

The Bond Opinion will be based upon facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Town with applicable laws relating to the Lease. During the course of this or any transactional engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the financing or the project. We understand that members of the management staff and employees of the Town will cooperate with us in this regard.

Our duties in transactional engagements are limited to those expressly set forth above. We are specifically assuming that the Lease will be privately placed with Zions Bancorporation, N.A., or a division or subsidiary thereof, and that there will be no public offering of any interest in the Lease. Among other things, our duties do not include:

1. Preparing requests for tax rulings from the Internal Revenue Service or no action letters from the Securities and Exchange Commission or State authorities.

2. Preparing an Official Statement, Offering Memorandum, Blue Sky or legal investment survey or continuing disclosure undertaking with respect to the Lease.

3. Drafting State constitutional or statutory amendments relating to the Lease.

4. Pursuing test cases or other litigation.
5. Making an investigation or expressing any view as to the creditworthiness of the Town or the Lease.
6. Representing the Town in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
7. After Closing, providing continuing advice to the Town or any party concerning actions necessary to assure that the interest component of Base Rentals under the Lease will continue to be excludable from gross income for federal income tax purposes (e.g., our transactional engagement does not include rebate calculations).
8. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Kutak Rock is a national firm of over 550 lawyers engaged in a multidisciplinary practice of law throughout the United States. More than 120 of the firm's lawyers devote all or a major portion of their practice to the field of public finance and related aspects of law. The firm, which was formed in 1965, has offices in 19 cities and the firm's Denver office has the largest group of public finance lawyers of any firm with a Colorado office. For over twenty-five years and with minor exceptions, Refinitiv (formerly Thomson Reuters) has annually ranked Kutak Rock the number one bond counsel in Colorado when comparing the total number of bond issues in which the firm served as bond counsel and also when comparing the total principal amount borrowed by Colorado governmental entities issuing tax-exempt obligations. The Firm's public finance partner who will be principally involved in this representation is Mario Trimble. Mr. Trimble has concentrated his practice in the area of public finance since starting his legal career at the Firm in 2005. Additionally, we have worked as bond counsel for the Town in the past, including but not limited to the Town's lease purchase financing in 2012 and its CWRPDA financing in 2023.

Our fee to act as Bond Counsel in connection with the Financing will be a flat fee of not to exceed \$35,000; said fee is inclusive of expenses which we may have incurred in connection with this representation. We understand and agree that our flat fee will be paid on or about the date of closing of the Financing. If the financing is not consummated, we understand and agree that we will not be paid for services rendered to the Town pursuant to this engagement.

This engagement may be terminated by either party at any time. Our Firm will follow the requirements of the Colorado Code of Professional Responsibility and any applicable court rules before terminating our services.

Kutak Rock LLP will perform its obligations in accordance with the standards of professional responsibility applicable to attorneys. Kutak Rock LLP will not represent any other party in connection with the Financing, without the Town's express consent.

As you are aware, our firm represents many political subdivisions, businesses and individuals. It is possible that during the time we are representing the Town as its bond counsel, one or more of our present or future clients will have transactions with the Town. It is also possible that we will be asked to represent, in unrelated matters, entities involved in transactions of the Town in which we act as bond counsel. We do not believe that such representations, if they occur, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of securities or the other matters as to which you may consult us as to make such representations not adverse to our representation of you, or because any potential for such adversity is outweighed by the high likelihood that advice given to another client will be irrelevant to the matters for which you have engaged us. Execution of this letter will signify your consent to our representation of others in the kinds of circumstances described in this paragraph.

This engagement letter shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The Town may terminate this agreement with respect to our engagement by notifying Kutak Rock LLP in writing. Conversely, Kutak Rock LLP may withdraw as counsel to the Town and terminate this agreement in a manner that protects the interests of the Town in the work being performed by Kutak Rock LLP by notifying the Town in writing.

If the above sets forth our understanding to your satisfaction, please confirm the terms of our engagement by signing, dating and returning the enclosed copy of this letter. If the foregoing does not reflect our understanding or if you wish to discuss additional projects with us, please contact me.

Throughout our representation, we want you to be satisfied with the professional services we perform on your behalf. Accordingly, we invite your inquiry if you have any questions concerning any aspect of our representation.

[Remainder of Page Intentionally Left Blank]

This letter may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which shall constitute one and the same instrument.

Kutak Rock LLP

By: _____
Mario Trimble, Esq.

Accepted:

Town of Fairplay, Colorado

By: _____
Authorized Official



*Town of
Fairplay
Colorado*

Town of Fairplay

901 Main Street • P.O. Box 267
Fairplay, Colorado 80440
(719) 836-2622
www.fairplayco.us

STAFF MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Joseph Rivera, Town Attorney
RE: Resolution No. 30, Series of 2025 for approval to submit a full application to the Land Banking Program
DATE: September 15, 2025

BACKGROUND/ANALYSIS:

On June 2 and June 9, 2025, the Board convened Work Sessions to discuss the Land Banking Program. At the Board's June 16, 2025 meeting, the Board approved Resolution No. 19-2025, which (1) instructed Town staff to partner with FP Land, LLC and submit a preliminary application to the Land Banking Program for a low-risk loan to purchase property for the affordable housing component of The Bluffs of Fairplay project and (2) authorized the Mayor and Town Administrator to execute the documents necessary for same.

On July 24, 2025, the Land Banking Program invited the Town and FP Land, LLC to submit a full application. The full application requires the Town to acquire the legal right to purchase The Bluffs of Fairplay property; however, the proposed contract is structured as an option contract. See the attached Purchase Agreement. The Purchase Agreement conveys to the Town the right to purchase The Bluffs of Fairplay property but not the obligation to do so.

If the Board decides to move forward and submit a full application to the Land Banking Program, the Board must determine the Option Deadline (the date by which the Town must exercise its option to purchase The Bluffs of Fairplay property). Tanner Crawley is prepared to provide to the Board information on this topic.

The packet also includes a reimbursement agreement, as FP Land, LLC has previously agreed to cover the reasonable costs arising from the Town's participation in submitting an application to the Land Banking Program and otherwise complying with the program's requirements.

Here is a link to the website for the Land Banking Program: [Colorado Land Banking Program](#).

PROPOSED MOTION:

I move to approve the adoption of Resolution No. 30, Series of 2025, as appearing in the Board meeting packet and authorize a submission of a full application to the Land Banking Program, with an Option Deadline of _____.

ATTACHMENTS

Resolution No. 30
Purchase Agreement
Land Banking Application
Reimbursement Agreement

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY,
COLORADO AUTHORIZING THE SUBMISSION OF A FULL APPLICATION TO THE
LAND BANKING PROGRAM**

**RESOLUTION NO. 30
(Series of 2025)**

WHEREAS, the Town of Fairplay (Town) is a Colorado statutory municipality governed by its elected Board of Trustees (Board);

WHEREAS, C.R.S. §§ 31-15-101 and 103 convey to the Board the authority to enter into agreements and provide for the health, safety, and prosperity of the Town's residents;

WHEREAS, the Board approved the inclusionary housing ordinance, Ordinance No. 1-2023, which is intended to increase the amount of diverse and affordable housing stock available to the Town's residents and retain opportunities for people that work in the Town to also live in the Town;

WHEREAS, in November 2022, Colorado voters passed Proposition 123 (Prop 123), a ballot measure authorizing the state to retain money from existing state tax revenue to support affordable housing investment throughout Colorado;

WHEREAS, the Colorado Housing and Finance Authority (CHFA) administers the Land Banking Program;

WHEREAS, the Land Banking Program uses Prop 123 funds to extend to Colorado local governments low-risk loans to purchase property for affordable housing projects;

WHEREAS, the Land Banking Program loans are structured as 0% loans and include the possibility of total forgiveness;

WHEREAS, on July 1, 2025, the Land Banking Program opened its second round of project funding and begin accepting applications for loans for affordable housing projects;

WHEREAS, in 2022, FP Land, LLC submitted to the Town a land use application which sought to construct on a 10.72 acre parcel near the Town's central district a mixed use development that contemplates 149 mixed income housing units (duplexes, townhomes, and apartments) and commercial sites ("The Bluffs of Fairplay");

WHEREAS, the Town partnered with FP Land, LLC to submit a preliminary application to the Land Banking Program for a low-risk loan to purchase property for the affordable housing component of The Bluffs of Fairplay;

WHEREAS, on July 24, 2025, CHFA invited the Town and FP Land, LLC to submit a full application to the Land Banking Program;

WHEREAS, the full application requires the Town to acquire the legal right to purchase The Bluffs of Fairplay; however, under the proposed contract the Town is not obligated to purchase The Bluffs of Fairplay property;

WHEREAS, the Town expressly reserves the right to withdraw from the Land Banking Program at any time, prior to execution of the final documents; and

WHEREAS, the FP Land, LLC expressly acknowledges and agrees that the Town's purchase of The Bluffs of Fairplay property is (1) contingent upon the award of Land Banking Funds to the Town by CHFA for the purchase of the Property and (2) contingent upon the Town's assignment of the obligations of the purchase agreement to a third-party real estate developer acceptable to Town; and

WHEREAS, even if the Town's application to the Land Banking Program is selected for funding, the Town will be under no obligation to purchase land or develop any affordable housing units; instead, the Board views the submission of the full application to the Land Banking Program as the first of many steps necessary to determine whether the development of affordable housing at The Bluffs of Fairplay is the right fit for the Town right now.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO THAT:

Section 1. The Board Town instructs staff to continue to partner with FP Land, LLC and other interested and necessary parties and timely submit a full application to CHFA's Land Banking Program for a low-risk loan to purchase property for the affordable housing component of The Bluffs of Fairplay; and

Section 2. The Board conveys to the Mayor and the Town Clerk the authority to execute on behalf of the Town the application to CHFA's Land Banking Program for the affordable housing component of The Bluffs of Fairplay, in a form approved by the Town Administrator and Town Attorney.

RESOLVED, APPROVED, and ADOPTED this 15th day of September 2025 by a vote of ____ For and ____ Against.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made effective as of the _____ day of _____, 2025 (the “**Effective Date**”), by and between **FP Land, LLC**, a Colorado limited liability company, whose address is 4983 Bayou Hills Road, Parker, Colorado 80134, (“**Seller**”), and the **Town of Fairplay**, a Colorado statutory municipality, whose address is 901 Main Street/P.O. Box 267, Fairplay, Colorado 80440 (“**Buyer**”). In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

RECITALS

A. Seller is the owner of real property described on the attached **EXHIBIT A** (the “Property”).

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth herein.

C. The Seller and the Buyer desire to utilize the Property for the construction and sale of deed restricted affordable housing units, among other uses, and have already jointly submitted to the Colorado Housing and Finance Authority’s (CHFA) Land Banking program an application for this purpose and use of the Property (“Project”).

D. Buyer desires to purchase the Property, so long as it may rely on Land Banking Funds provided by CHFA to do so.

E. Buyer does not desire to own or develop the Property, but rather intends to assign the Property to a third-party developer acceptable to Buyer.

F. Seller expressly acknowledges and agrees that Buyer does not desire to own or develop the Property, but rather intends to assign the Property to a third-party developer acceptable to Buyer, and upon this assignment and assumption, Seller shall look solely to the assignee for performance of all obligations hereunder.

G. The Seller expressly acknowledges and agrees that the Buyer’s purchase of the Property from the Seller is contingent upon the award of Land Banking Funds to the Buyer by CHFA for the purchase of the Property.

H. The Seller expressly acknowledges and agrees that the Buyer’s purchase of the Property from the Seller is further contingent upon the Buyer’s assignment of the obligations of this Agreement to a third-party developer acceptable to Buyer.

I. The Seller expressly acknowledges and agrees to convey to the Buyer the option, but not the obligation, to purchase the Property under the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and the Buyer, the Parties, agree as follows:

1. **Recitals.** The recitals set forth above are incorporated by reference into this Section 1 as material terms of this Agreement.

2. **Certain Defined Terms.**

(a) **“Property”** – The Real Property, Fixtures, Personal Property and Intangible Property, collectively.

(b) **“Real Estate”** – The land described on **Exhibit A** attached hereto, together with all buildings and other improvements located thereon. The term **“Real Property”**, as used in this Agreement, means the Real Estate, together with all rights and appurtenances thereto.

(c) **“Fixtures”** – All fixtures attached to the Real Estate.

(d) **“Personal Property”** – All personal property presently located in or on, or used in connection with, the Real Estate that is owned by Seller.

(e) **“Intangible Property”** - All of Seller’s right, title and interest in and to any and all intangible property used in connection with the Property, including all licenses, permits, and warranties, surveys, environmental studies, appraisals, designs, or other similar documents to the extent the same can be conveyed or assigned by Seller.

(f) **“Purchase Price for the Property”** – Three million and six hundred and fifty thousand and 0/100 Dollars (\$3,650,000).

(g) **“Deposit”** – One and 0/100 Dollars (\$1.00), together with all interest earned thereon.

(h) **“Notice Address”** –

If to Seller:	FP Land, LLC 4983 Bayou Hills Road Parker, Colorado 80134 Attn: _____ Phone: _____ Fax: _____ Email: _____
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If to Buyer:	Town of Fairplay
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901 Main Street/P.O. Box 267
 Fairplay, CO 80440
 Attn: Janell Sciacca, Town Administrator/Clerk
 Phone: 719-839-6150 (cellular)
 Fax: _____
 Email: jsciacca@fairplayco.us

With copies to: Murray Dahl Beery & Renaud LLP
 710 Kipling Street, Suite 300
 Lakewood, CO 80215
 Attn: Joseph Rivera, Town Attorney
 Phone: 303-493-6670
 Fax: 303-945-7960
 Email: jrivera@mdbrlaw.com

Trellis Housing Partners
 1415 West Park Avenue
 Denver, CO 80205
 Attn: Tanner Crawley
 Email: tanner@trellishousingpartners.com

(j) **“Option Deadline”** 11:59 p.m. mountain time on _____.

(k) **“Closing Date”** – The date of Closing. The Closing Date will occur on the Option Deadline or an earlier date determined by the parties’ mutual agreement.

(l) **“Termination of Agreement by Buyer”** – At any time before the Option Deadline, at the sole discretion of the Buyer, for any reason whatsoever, the Buyer may elect to terminate this Agreement, which is accomplished by giving written notice to Seller using the Seller’s Address.

(m) **“Automatic Termination of Agreement”** – In the event that the Buyer does not provide to the Seller written notice that it is exercising its option to purchase the Property under the terms of this Agreement, this Agreement shall terminate automatically.

3. Option to Purchase Property.

(a) **Agreement.** Seller agrees to convey to the Buyer the option to purchase the Property under the terms and conditions set forth in this Agreement.

(b) **Deposit.** The Deposit shall be paid on or before the date that is ten (10) business days after the Effective Date by check made payable to Seller and sent to the Seller’s Notice Address. If this Agreement is terminated for any reason, the Seller shall return to the Buyer the Deposit amount using the Buyer’s Notice Address.

(c) Operation and Possession. Upon the exercise of the Buyer's option to purchase the Property under this Agreement, on a mutually agreed upon date, not more than 180 days past the Option Deadline, the Seller shall deliver full possession of the Property to Buyer, and the Property shall be in the same condition as it is as of the Effective Date, reasonable use and wear thereof excepted. Except as otherwise expressly provided in this Agreement, Seller shall continue to own, manage, maintain and repair, rent and operate the Property in its usual course of business.

4. Conditions of Sale.

(a) Award of Land Banking Program Funds. Seller and Buyer expressly acknowledge that the sale of the Property is contingent upon the award to the Buyer of Land Banking Funds for the Project by CHFA.

(b) Assignment of the Obligations of this Agreement to a Third-Party Developer. Seller and Buyer expressly acknowledge that the sale of the Property is further contingent upon the Buyer's assignment of the obligations of this Agreement to a third-party developer acceptable to Buyer for the purpose of constructing and selling the affordable housing contemplated by the Project.

(c) Other Conditions of Sale. Within sixty (60) days of notification of the award to the Buyer of Land Banking Funds for the Project by CHFA, the Buyer and Seller will agree to negotiate in good faith to identify all other necessary conditions for the Sale of the Property to the Buyer for the Project.

(d) Exercise of Option. At any time before the Option Deadline, the Buyer may elect to exercise its option to purchase the Property under the terms of this Agreement, which is accomplished by giving written notice to Seller using the Seller's Address. At any time before the Option Deadline, the Buyer may elect to terminate this Agreement by giving written notice of same to Seller using the Seller's Address.

5. Representations and Warranties.

(a) Seller. In addition to the representations and warranties contained elsewhere in this Agreement, if any, Seller hereby makes the following representations and warranties, which shall be true and correct as of the Effective Date and as of the Closing Date and shall survive the Closing:

(i) No Litigation. There is no litigation or proceeding pending (and to Seller's knowledge, there is no litigation or proceeding threatened) against or relating to the Property or Seller.

(ii) No Condemnation. Seller has not received any notice of any pending or threatened condemnation or similar proceeding or pending public improvements to or adjoining the Property that will in any manner affect the Property.

(iii) No Violations. Seller has not received, within the twelve (12) month period prior to the Effective Date, any written notice from any governmental body having jurisdiction over the Property of violation of any applicable federal, state or municipal laws, regulations and ordinances, including but not limited to, building, subdivision, zoning, environmental, disability and access laws, ordinances and regulations, which remains outstanding. To Seller's knowledge, the Property is currently in compliance with all applicable federal, state and municipal laws, regulations and ordinances.

(iv) Environmental. Seller has not received written notice from any governmental entity that the Property is currently not in compliance with all Environmental, Health and Safety Requirements. "Environmental, Health and Safety Requirements" shall mean all federal, state, local and foreign statutes, regulations, ordinances and other provisions having the force or effect of law and all judicial and administrative orders and determinations, and all contractual obligations concerning public health and safety, worker health and safety, and pollution or protection of the environment.

(vi) Status. Seller FP Land, LLC is a Colorado Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Colorado, to the extent required, is duly qualified to transact business in the State of Colorado and has the requisite power and authority to carry on its business as now conducted.

(vii) Due Authorization. This Agreement has been duly authorized, executed, and delivered by Seller, is the legal, valid and binding obligation of Seller and does not violate any provision of Seller's organizational documents.

(viii) FIRPTA. Seller is not a "foreign person", as such term is defined in Internal Revenue Code Section 1445.

(ix) Leases and Documents. The Property is not subject to any agreement except NA ("Tenant Leases") and recorded agreements and instruments referenced in the Title Commitment. Seller will deliver or make available to Buyer correct and complete copies of the Tenant Lease.

(xii) Taxes. There are no delinquent taxes, assessments or bonds of any nature affecting the Property except as disclosed in the Title Commitment. All real and personal property taxes and assessments which are a lien on the Property prior to the Closing Date shall have been paid in full, except the taxes for the year in which the Closing occurs to the extent not yet due and payable, said taxes to be prorated as of the Closing Date.

(xiii) OFAC. Neither Seller nor any of its owners are: (A) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 Sept. 25, 2001 (the "Executive Order") and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable orders (collectively, "Lists"); (B) has been determined by competent authority to be subject to the prohibitions contained in the Executive Order; or (C)

owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Executive Order.

(xiv) Insolvency. No insolvency proceeding of any character, including bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, is pending or, to Seller's knowledge, threatened against Seller or any of its principals. Seller has not taken any action in contemplation of, or that would constitute the basis for, the institution of any such insolvency proceedings.

6. Miscellaneous.

(a) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been given by any of the following methods: (i) mailed, postage prepaid, by U.S. registered or certified mail (with return receipt requested) to the Notice Addresses set forth above, (ii) by recognized overnight air courier service (with proof of delivery) to the Notice Addresses set forth above; or (iii) by email to each and every email address for the other party set forth in the Notice Addresses above. Such Notice Addresses may be changed by delivery to the other party of any such change in the Notice Address.

(b) Binding Effect. This Agreement shall be binding upon and inure (subject to subparagraph (c) below) to the benefit of the respective heirs, executors, administrators, successors and assigns of each party hereto.

(c) Assignment. Buyer may transfer its rights under this Agreement to a third-party developer acceptable to Buyer, and all of Buyer's obligations under this Agreement shall be transferred to same. The Seller not transfer its obligations under this Agreement.

(d) Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, and if such provision is not essential to the effectuation of the basic purposes of this Agreement, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

(e) No Waiver. The waiver by either party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be construed as a waiver of any other covenant, condition or promise in this Agreement. The waiver by either party of the time for performing any act shall not constitute a waiver of the time for performing any other act or any incidental act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of or an estoppel against the latter exercise of such remedy or right.

(f) Counterparts. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all

counterparts hereof taken together shall constitute but a single instrument. Executed copies hereof may be delivered by telecopy or email, and, upon receipt, will be deemed originals and binding upon the parties hereto.

(g) Modification of Agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

(h) Further Instruments. Each party, promptly upon the request of the other or upon the request of the Title Company or the Buyer or Seller, shall execute and have acknowledged and delivered to the other or to the Title Company, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to any of the provisions of this Agreement and which are consistent with the provisions hereof and which do not impose any material obligations on a party or parties which are not included in this Agreement.

(i) Entire Agreement. This Agreement constitutes the entire agreement, whether written or oral, between the Parties. Any written or oral understandings, terms or conditions between the parties regarding the Property not set forth in this Agreement shall be deemed to be superseded hereby.

(j) Governing Law and Venue. This Agreement shall be interpreted and enforced under the laws and judicial decisions of the State of Colorado. The Parties agree and stipulate that the District Court situated in Park County, Colorado, shall have exclusive jurisdiction over any and all disputes which may arise under this Agreement and the enforcement hereof and that venue in such court shall be proper. Under this Agreement, each party agrees that service is permitted by U.S. registered or certified mail, return receipt requested, addressed to the Notice Address set forth in this Agreement for the party being served.

(k) No Third-Party Beneficiaries. Subject to paragraph 6(c), Buyer and Seller acknowledge and agree that the terms, provisions and conditions hereof are for the sole benefit of, and may be enforceable solely by, Buyer and Seller, and none of such terms, provisions and conditions are for the benefit of or may be enforceable by any third party, unless conveyed buy the Buyer.

(l) Attorneys' Fees and Costs. As this Agreement conveys to Buyer the option, but not obligation to purchase the Property, the parties agree that no action at law may be brought by the Seller against the Buyer under this Agreement. In the event that Buyer employs legal counsel to bring an action at law or other proceeding against Seller to enforce any of the terms, covenants, conditions or remedies of this Agreement, to terminate this Agreement, or to obtain an interpretation of this Agreement, the Buyer shall be entitled to recover its costs and expenses incurred in such action from the Seller, including the cost of reasonable attorneys' fees and expert witness fees.

(m) Indemnification. The Buyer agrees to indemnify, defend, and hold harmless the Buyer from any and all loss, costs, demands or actions arising out of or related to any actions, errors or omissions arising out of this Agreement. Nothing in this provision shall be deemed to

waive or otherwise limit the defense available to the Jurisdiction and the County under the Colorado Government Immunity Act. This Agreement shall not be construed to create any rights or benefits for any person who is not a party to this agreement.

(n) Force Majeure. Neither party shall be responsible for any delay in performance resulting from causes beyond such party's reasonable control, the non-occurrence of which is a basic assumption of the parties in agreeing to the terms of this Agreement, including acts of God, labor disturbances, business closures, and government action, or other contingencies.

(o) Not Construed Against Drafter. No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

<<Signatures on following page>>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above mentioned.

SELLER:

FP LAND, LLC, a Colorado limited liability company

By: _____

Printed Name: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as Managing Member of FP Land, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission Expires: _____.

Notary Public

[S E A L]

BUYER:

TOWN OF FAIRPLAY, a Colorado statutory municipality

ATTEST:

By: _____
Frank Just, Mayor

By: _____
Janell Sciacca, Town Clerk

Exhibits incorporated into this Agreement:
Exhibit A – Legal Description

EXHIBIT A
Legal Description

For informational purposes only:

LEGAL DESCRIPTION

WHEREAS, the full application requires the Town to acquire the legal right to purchase The Bluffs of Fairplay; however, under the proposed contract the Town is not obligated to purchase The Bluffs of Fairplay property;

WHEREAS, the Town expressly reserves the right to withdraw from the Land Banking Program at any time, prior to execution of the final documents; and

WHEREAS, the FP Land, LLC expressly acknowledges and agrees that the Town's purchase of The Bluffs of Fairplay property is (1) contingent upon the award of Land Banking Funds to the Town by CHFA for the purchase of the Property and (2) contingent upon the Town's assignment of the obligations of the purchase agreement to a third-party real estate developer acceptable to Town; and

WHEREAS, even if the Town's application to the Land Banking Program is selected for funding, the Town will be under no obligation to purchase land or develop any affordable housing units; instead, the Board views the submission of the full application to the Land Banking Program as the first of many steps necessary to determine whether the development of affordable housing at The Bluffs of Fairplay is the right fit for the Town right now.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO THAT:

Section 1. The Board Town instructs staff to continue to partner with FP Land, LLC and other interested and necessary parties and timely submit a full application to CHFA's Land Banking Program for a low-risk loan to purchase property for the affordable housing component of The Bluffs of Fairplay; and

Section 2. The Board conveys to the Mayor and the Town Clerk the authority to execute on behalf of the Town the application to CHFA's Land Banking Program for the affordable housing component of The Bluffs of Fairplay, in a form approved by the Town Administrator and Town Attorney.

RESOLVED, APPROVED, and ADOPTED this 15th day of September 2025 by a vote of ____ For and ____ Against.

TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

ATTEST:

Janell Sciacca, Town Clerk

Proposition 123: Land Banking Program Application

Proposition 123: Land Banking Program Application

Application Version	July 2025 - Rural and Rural Resort Application v 1		
Application Date	9/12/2025		
Product			
Product	Land Banking Grant	Select Loan or Grant	Municipalities and Housing Authorities may apply for grants. Non-profits may apply for forgivable loans.
General			
Project Name	The Bluffs at Fairplay		
Address	39° 13'08.2"N 105° 59'46.2"W		
City	Fairplay		
State	CO		
Zip	80440		
County	Park	Select County	
Rural Resort	No	Locate rural resort	
Rural Resort Waiver	P123 Standard Limit	Select one	If your local municipality has had a successful petition for the Proposition 123 Local Government Affordable Housing Commitment, then select Successful Petition to DOH. Otherwise choose P123 Stan
Total Development Cost	\$	54,385,000.00	
Population Served	Family	Select one	
Strategic Priorities			
Shovel Ready	Yes	Select one	
Off-Site Building Technology	Colorado based production	Select one	
Child-Care	No	Select one	
Statutory Priorities			
High-density housing	Yes	Select Yes if project maximizes units for site and area	
Mixed-income housing	Yes	Select Yes if three or more AMI levels are planned	
Statutory Priorities - Environmental			
Environmental Sustainability Certification	National Green Building Standards	Select one	
Energy Conservation Code	Yes	Select one	
Water-wise Landscaping	Yes	Select one	
Transit Oriented Communities (TOC)	No	Maps for HB24-1313, Transit Oriented Communities	
Transit Oriented Development (TOD)	Yes	Select one	
Green Systems	Other	Select one	
Site Information			
Zoning	Yes	Does current zoning allow for the proposed use?	
Utilities	Yes	Are all utilities available to the project and of the appropriate capacity to serve the project?	
Total Site Square Footage	Land SF: 466,963. Residential SF: 162,000		
Commercial Use Square Footage	30k sq foot commercial land pad		
If mixed-use, indicate the proposed percentage	30%	Enter a number from 0-100. If above 30%, please request a waiver from CHFA.	
Project Dates			
Acquisition closing date	3/1/2026	*Acquisition closing is subject to the development partner procurement process.	
Projected date: development plan and zoning in place	Done, subject to minor revision at direction of development partner		
Projected date: permitted and construction funded	5/1/2026	*Project is subject to phasing. Initial phase is likely to be an affordable homeownership project including modular construction duplex and 4-plex units. Earliest possible funding round is February 2026 per DOLA with closing b	
Other			
Has the sponsor or applicant ever been awarded Proposition 123 funds?	No	Select one	
Application Certification (complete and sign separate docement)			
By submitting this application, Applicant confirms that it has also reviewed and submitted the separate, required Applicant Certification	Yes	Select one	

Proposition 123: Land Banking Program Applicant Certification

By signing this application certification (“Application Certification”), the applicant(s) (“Applicant”) hereby applies to one of the Proposition 123 (“Prop 123”) Affordable Housing Financing Fund programs administered by Colorado Housing and Finance Authority (“CHFA”) on behalf of the State of Colorado Office of Economic Development and International Trade (“OEDIT”) for the funding amount requested in the Application. Applicant indemnifies and holds harmless CHFA and OEDIT and their respective directors, employees, and agents against all losses, costs, damages, expenses, and liabilities of whatsoever nature or kind (including but not limited to attorneys’ fees, litigation expenses, and court costs) directly or indirectly resulting from, arising out of, or related to, acceptance, consideration, and approval or disapproval of the Application, the Application Certification, and any subsequent amendments and modifications thereto (collectively, the “Application”). Applicant represents and certifies that, to the best of Applicant’s knowledge, the information contained in the Application is true and complete and accurately describes the proposed project (“Project”).

Applicant acknowledges that CHFA, as a political subdivision of the state of Colorado, is subject to the Colorado Open Records Act (CORA), C.R.S. §§ 24-72-201, et seq., which requires CHFA to permit inspection and copying of certain public records. Accordingly, the Applicant acknowledges and agrees that documents submitted to CHFA in connection with the Application are not considered confidential or proprietary and may be subject to inspection by the public. Further, Applicant authorizes CHFA to share, release, discuss, and otherwise provide to and with third parties working with Applicant on the Project, and/or their agents or other authorized representatives, public and non-public information contained in or related to the Application.

Applicant acknowledges and agrees that CHFA, from time to time, works on behalf of and/or administers funds for third parties, and in such cases, CHFA has the right to share the Application and all materials submitted by Applicant with any such third party on whose behalf CHFA is working in connection with the Application. Applicant also acknowledges that CHFA reserves the right to publicize financings made under Prop 123 programs. If Applicant receives Prop 123-related funding through CHFA and OEDIT, Applicant authorizes the use of the Project, development, owner, sponsor, and/or business name in publicity relating to Prop 123 programs.

Applicant authorizes CHFA to obtain any necessary credit inquiries, including individual credit report(s), for the purpose of evaluating creditworthiness in connection with the Application. Applicant acknowledges that, if Applicant obtains Prop 123-related funding, any funding owner and the owner’s servicers, successors, and assigns may (i) verify or re-verify any information in the Application or (ii) obtain information or data relating to the loan or equity for any legitimate business purpose through any source, including but not limited to a source named in the Application or a consumer reporting agency.

Applicant represents that the person submitting this Application on Applicant’s behalf is duly authorized by Applicant to make the statements herein and has the authority to bind Applicant to such statements.

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Consumer Financial Protection Bureau, Washington, D.C. 20552.



Proposition 123: Land Banking Program Applicant Certification

Signatures

Preparer

IN WITNESS WHEREOF, the applicant(s) has caused this document to be duly executed in its name on this _____ day
of _____, 20____.

Name of Preparer (person completing the application)

Signature

Title

Applicant

IN WITNESS WHEREOF, the applicant(s) has caused this document to be duly executed in its name on this _____ day
of _____, 20____.

Legal Name of Applicant

Signature

Title

**AGREEMENT FOR PAYMENT OF REVIEW AND DEVELOPMENT EXPENSES
INCURRED AS A RESULT OF THE JOINTLY SUBMITTED APPLICATION TO THE
COLORADO HOUSING AND FINANCE AUTHORITY'S LAND BANKING
PROGRAM**

THIS AGREEMENT ("the Agreement") is entered into this _____ day of _____, 2025 by and between the Town of Fairplay, a Colorado statutory municipality, , whose address is 901 Main Street/P.O. Box 267, Fairplay, Colorado 80440 ("the Town") and FP Land, LLC, a Colorado limited liability company, whose address is 4983 Bayou Hills Road, Parker, Colorado 80134 ("the Applicant").

WHEREAS, the Applicant owns or is the authorized agent of the owner of certain property situated in the Park County, Colorado described on **Exhibit A**, attached hereto and incorporated herein by reference ("the Property");

WHEREAS, representatives of the Applicant appeared before the Board of Trustees on multiple occasion to request the Town's cooperation and participation in an application to be submitted jointly to the Colorado Housing and Finance Authority's (CHAFA) Land Banking program to develop deed restrict housing on the Property, among other uses;

WHEREAS, on June 16, 2025, the Board approved Resolution No. 19, a Resolution of the Board of Trustees of the Town of Fairplay, Colorado Authorizing the Submission of an Application to the Land Banking Program with the Applicant, and an application was so submitted;

WHEREAS, on July 24, 2025, the Applicant notified the Town that CHAFA selected the Town's and Applicant's joint application for further consideration;

WHEREAS, the Parties hereto recognize that the Town has, and will continue to incur expenses through the CHAFA's application process and through the selection of the developer of the Property and the sale of the Property to the Town, including but not limited to: legal publications, notices, reproduction of materials, drafting and recording of documents, planning fees, engineering fees, title fees, inspection fees, attorney fees, special consultant fees, and fees for administrative time of Town staff; and

WHEREAS, the Applicant and Applicant's Representative have previously agreed to cover all reasonable expenses resulting from the Town's submission of the application to CHAFA.

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. Beginning July 24, 2025, the Applicant agrees to reimburse the Town for the expenses and fees incurred by and arising from the Town's submission of the Town's submission of the application to CHAFA. For purposes of this Agreement, "Application" shall mean and include all documentation, data, and information submitted to or reviewed by or

prepared by the Town in order to seek or obtain CHAFA's approval of the application or the Town's purchase of the Property, excluding the purchase price and deposit as contemplated by the Purchase Agreement, but including all reasonable fees associated with inspection and purchase of the Property for the purpose of using it for deed restricted affordable housing.

2. Applicant shall pay all invoices submitted by the Town within ten (10) days of the Town's delivery of such invoice. Failure by the Applicant to pay any invoice within the specified time shall be cause for the Town to cease activities associated with the Application, cease development of the Property, and withhold the issuance of building permits or certificates of occupancy and for the Town to exercise such rights and remedies as are otherwise available to it in law or equity or under the applicable provisions of the Town Code.
3. Except where the law or an agreement with the Town provides otherwise, the Applicant may seek to terminate its participation in this Agreement giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the accrual of costs to the Applicant and file such notices as are required by the Town's regulations. The Applicant shall be liable for all costs incurred by the Town in terminating the processing of the Application.
4. If the Applicant fails to pay the fees and costs required herein when due, the Town may take those steps necessary and authorized by law to collect the fees and costs due, in addition to exercising those remedies set forth in Section 2, above. The Town shall be entitled to recover from the Applicant all court costs and attorney fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.
5. The Town will account for all funds expended and fees and expenses incurred by the Town as a result of this Agreement. Statements of expenses incurred will be made available to the Applicant by the Town.
6. Applicant's obligation to pay the costs and expenses provided for in this Agreement shall exist and continue independent of whether the application submitted to CHAFA, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Applicant prior to a final decision in the process. The Applicant agrees to pay all expenses regardless of whether the Town ceases participation in the application to CHAFA or declines to exercise its option in the Purchase Agreement. The Town shall not be estopped or otherwise limited or precluded from denial or conditional approval of the land use application submitted to the Town related to the Property.

IN WITNESS WHEREOF, the Town and the Applicant have caused this Agreement to be duly executed on the day, and year first above written.

TOWN OF FAIRPLAY**ATTEST:**

By: _____
Janell Sciacca, Town Clerk

Date: _____

By: _____
Frank Just, Mayor

APPLICANT:

FP LAND, LLC, a Colorado limited liability company

By: _____

Printed Name: _____

Its: _____

☐ Owner of Property

☐ Authorized Agent of Owner

Date: _____

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as Managing Member of FP Land, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission Expires: _____.

 Notary Public

[S E A L]

EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY]



**TOWN ADMINISTRATION / CLERK'S OFFICE / TREASURER/
MUNICIPAL COURT/ DEVELOPMENT/CAPITAL PROJECTS
MONTHLY REPORT FOR AUGUST 2025**

ADMINISTRATION / UTILITY / BUILDING / TREASURER / HUMAN RESOURCES	• Short Term Rental Licenses Issued - 10 • Food Truck Licenses Issued – 3 • September Utility Billing Completed (<i>XBP Issues Continue</i>) • Payrolls and associated reporting for August 8 & 25 and September 5 • 2024 Audit Received, Accepted and Filed – Town in Good Standing • HUTF Report filed – Town in Good Standing • Non-Sworn Employees Retirement Moved to CRA–1st Contributions Made • Transit hours shifted to Monday-Thursday – Additional PT Driver hired. • Started process to pay vendors using Bill.com • DOLA Meeting Held for Prop123 Grant Funding for UDC Rewrite – Application due 9/22 • Neptune Pilot Program Meeting Held – Determining install locations • Burro Days Recap Meeting Held • 2nd Quarter Staff Luncheon Held • Letter of Support Issued to USFS for FY2027 Conservation Projects • Elected Officials Ethics & Liability Training Held with CIRSA • Final TGIFairplay Concert with Ice Cream and Peaches Held • August 25 Work Session on Impact Fees, PW Manual and Sanitation Design Criteria Manual Held • Meeting Held with Public Sector Health Care Group Regarding 2026 Renewal • Meeting Held with CSU Extension Agent Elaina Michael on possible Community Garden Project/Partnership • Bears are wreaking havoc with Trash and the PD is working with property owners to ensure they pick up their trash.
CLERK'S OFFICE / COURT	• Colorado Cantina License Issued • Court Held August 13 • Alma 2nd Quarter Revenue Distributed • Caselle County Management Program Demo Held – Will Budget for purchase in 2026
DEVELOPMENT	• Development Review Meeting Held August 25 • See Town Planner's and Engineer's Reports for Project Detail • Code Enforcement Training Session Held with PD 08/25/2025
CAPITAL PROJECTS	• River Park Trail Project Complete – Final Assessment Walk Completed 8/28 and Benches, Signs, Etc. Incoming. Pay App #5 in progress and Pay App #4 CDOT Reimbursement Request submitted. Park County LWTF Reimbursement will be submitted in September. • 501 Main Re-Roof Contract Approved with JR & Co – Construction will begin in September. • Sidewalk Installation – Last project on Hathaway and 9th is in progress and will conclude in September.



Town of Fairplay

Police Department

901 Main Street
Fairplay, CO, 80440
(719) 836-2840

To: Janell Sciacca, Town Administrator
From: Jeff Worley, Chief of Police
Date: September 9, 2025
Re: Fairplay Police Department Monthly Report – August 2025

Police Department Updates and Projects

August was another busy month for the Police Department. Briefly, we were involved in a number of significant community events. Most notable were National Night Out at the beginning of the month, Back to School Night, and our Fall training days. National Night Out was a bigger event than last year with more vendors and events, as well as greater participation by the community at-large.



National Night Out 2025 Crew (with Young Marines reps)

Our officers also manned a table with the Young Marines at the back-to-school event held the evening before the first day of school. (As this school year commences, the PD is joining forces, as it were, with the Young Marines, a “national youth program for boys and girls, ages eight through high school graduation, focused on leadership, citizenship through community service, self-discipline, and living a healthy, drug-free lifestyle.” A Young Marines post will be hosted by and at the police department. Youth will learn a wide variety of practical

skills related to law enforcement and military service.) Almost two dozen youth signed up for more information concerning the program, and our hope is that we will have a post up and running before Christmas.



Sgt. Martinez and Young Friends



...and with Young Marines Rep

The department also held its mandatory Fall training days, during which all of our officers gathered together for three days to complete the annual POST-mandated courses so that our officers are able to remain certified as State peace officers. The training included dim-light firearms qualifications, control and de-escalation techniques (as part of arrest control), interviewing and other investigative skills, TASER re-certification, Narcan training, and basic-life saving and CPR. During the training days, we held our annual awards ceremony. A number of officers were recognized for their community engagement endeavors or efforts to better the department's operations. Officer Jordan Peters received one of the highest honors available, the life-saving award, for the man's life he saved in July.



Officers learning how to assist SPAD with combative patients



Fun times during a TASER lecture!



Mason about to get a lesson from Sgt Grover...ouch! Dez and Jordan showing off their awards – good work!

In addition to the numerous “usual” kinds of calls this month, we also experienced calls of an unusually high number of unattended / suspicious deaths. In law enforcement, all unexpected or suspect deaths must be investigated as possible homicides. Fortunately, none of the deaths were a result of foul play.

Police Activity – Statistical Data

The following are some of the pure statistical data the Department collected for the month of August 2025:

- 205 calls-for-service (CFS) in all categories that include criminal, non-criminal, and traffic-related events. This represents an average of 6.6 incidents per day or about 88% of July’s reportable activity.
- Of the total CFS numbers:
 - 178 events took place in Fairplay proper or nearby, e.g. agency-assists or follow-ups outside of nearby Fairplay (87% of CFS numbers)
 - Of the Fairplay calls, 12 ***occurred at or were related to local businesses*** – not including incidental events, for example traffic stops in a business parking lot and extra patrol checks (or about 7% of Fairplay CFS totals)
 - 27 incidents took place in Alma (13% of total CFS)
 - None of Alma’s incidents ***were related to local businesses*** (or 0% of Alma CFS totals)
- Of the CFS numbers, 68 were traffic-related (33% of the CFS total):
 - 56 traffic contacts in Fairplay (82% of total traffic related events OR 31% of total Fairplay CFS)
 - 12 traffic contacts in Alma (18% of total traffic related events OR 44% of total Alma CFS)
 - 23 total citations issued
 - 34% of all traffic contacts resulted in citations

- Of the 23 citations issued:
 - 16 were tickets issued in Fairplay (70% of all citations)
 - 7 were violations in Alma (30% of all citations)
- 332 automated violations captured for speeding and submitted for approval (**Note:** While this indicates actual speed violations of 10 MPH above the speed limit in any given speed zone, it is not definitive as to the actual number of citations that will be approved by EES, based on license plate readability, etc, and sent out for payment.)



STATUS UPDATE

TO: Janell Sciacca, Town Administrator
FROM: Deron Dirksen, PE
DATE: August 2025 Summary (7/13 – 8/16)
RE: Engineering Services Status Report – Miscellaneous Projects

2018-499.007 – Habitat for Humanity

Status/Recent Progress

- Engineer Opinion of Probable Cost
- Construction schedule

Upcoming Activities

- Support town and Habitat as needed.
- Working on 2-foot easement.

2018-499.011 – General Engineering

Status/Recent Progress

- Development Review Team meeting
- CWCB Community floodplain review.

Upcoming Activities

- Continuing Development Review Team, miscellaneous meetings, and supporting staff as needed.

2018-499.029 – Impact Fee

Status/Recent Progress

- Preparation and work session meeting with Janell.
- Impact Fee Nexus memo.

Upcoming Activities

- Researching Impact Fees
- Drafting Impact Fee reports for each discipline.

2018-499.033 – Sewer Design Criteria Update

Status/Recent Progress

- Updated Sewer Design Criteria memo.

Upcoming Activities

- Take updated report(s) to Board.

2018-499.035 – Bullet Road

Status/Recent Progress

- Reviewed new submittal and drafted comments.

- Coordination with Tim.
- Finalized comments.

Upcoming Activities

- Working with applicant.

2018-499.036 – Bar S Ranch

Status/Recent Progress

- Work Session

Upcoming Activities

- None.

2018-499.039 – River Park Trail

Status/Recent Progress

- Construction Observation
- Weekly meetings.
- CDOT forms
- Pay Applications

Upcoming Activities

- Final documentation. Project wrap up.

2018-499.044 – Beck

Status/Recent Progress

- Meeting with applicant.

Upcoming Activities

- None.

2018-499.057 – Hathaway Street Survey

Status/Recent Progress

- Line out for boundary.
- Digitizing plats.
- Generating points for lineout.

Upcoming Activities

- Record Plat

ACTIVE WORK ORDERS		BUDGET AMOUNT	CURRENT BILLING	BILLED JTD	% JTD	BUDGET BALANCE
ENGINEERING TASK ORDERS						
0.001	GIS	\$ -	\$ -		-	\$ -
0.007	Habitat for Humanity	\$ -	\$ 327.00		-	\$ -
0.011	General Engineering	\$ -	\$ 811.00		-	\$ -
0.017	Betts	\$ -	\$ -		-	\$ -
0.018	Stone Creek	\$ -	\$ -	\$ 17,429.00	-	
0.023	Burro Park	\$ -	\$ -	\$ -	-	\$ -
0.025	Water Distribution	\$ 44,900.00	\$ -	\$ 40,801.01	91%	\$ 4,098.99
0.029	Impact Fee	\$ 58,547.00	\$ 3,106.50	\$ 11,926.94	20%	\$ 46,620.06
0.033	Sewer Design Criteria Update		\$ 218.00			
0.035	1171 Bullet Road	\$ -	\$ 1,689.50	\$ 7,395.00		
0.036	Bar S Ranch	\$ -	\$ 436.00			
0.039	River Park Trail	\$ 25,000.00	\$ 7,348.25	\$ 122,505.05	490%	
0.040	Melo Subdivision	\$ -	\$ -	\$ 3,913.50	-	
0.041	Fitting Subdivision	\$ -	\$ -	\$ 1,816.00	-	
0.042	Steinermiller	\$ -	\$ -	\$ 9,981.50	-	
0.043	SH9_US285 Floodplain	\$ 3,000.00	\$ -	\$ 2,040.00	68%	\$ 960.00
0.044	Beck	\$ -	\$ 54.50	\$ 3,173.50	-	
0.045	Circle K	\$ -	\$ -	\$ 105.00	-	
0.046	Town Sidewalks	\$ 11,764.00	\$ -	\$ 11,764.00	100%	\$ -
0.047	French Subdivision	\$ -	\$ -	\$ 381.50	-	
0.048	715 Main Street - Pharmacy	\$ -	\$ -	\$ 1,144.50	-	
0.049	240 Beaver Lane	\$ -	\$ -	\$ 2,453.40	-	
0.050	Marval	\$ -	\$ -	\$ 3,642.00	-	
0.051	540 Front Street	\$ -	\$ -	\$ 436.00	-	
0.052	POTW CDOT	\$ -	\$ -	\$ 1,144.50	-	
0.053	Stoinski	\$ -	\$ -	\$ 1,637.00	-	
0.057	Hathaway Street Survey	\$ 3,400.00	\$ 2,797.00	\$ 3,400.00	100%	\$ -
TOTALS		\$ 146,611.00	\$ 16,787.75	\$ 247,089.40		\$ 51,679.05



Town of Fairplay

901 Main Street • P.O. Box 267

Fairplay, Colorado 80440

(719) 836-2622

www.fairplayco.us

MEMO

Date: September 15, 2025
To: Town of Fairplay, Mayor Just & Board of Trustees
From: Julie Bullock & Kelsey Sprys, Special Events Staff
Re: Visitor Center & Events Monthly Staff Report

Below you will find information to update you on what staff is currently working on or has completed:

- **Visitor Center** – The hours for the Visitor Center have changed to Monday-Friday 9am-4pm and will switch to Monday-Friday 10am-2pm starting September 29th. The VC saw 1,068 visitors from June-August, with the highest averages of people coming through Wednesdays, Fridays and Saturdays. Visitation has decreased greatly with the start of school. All volunteers will continue shifts through September and most will return to their winter homes starting in late October/early November. At least two volunteers are planning to work shifts through the winter.
- **TGIFairplay Free Concert Series-**
 - Hazel Miller and the Collective were a hit as always, even with the torrential downpour. There were at least 30 people still braving the rain at the end of night. Thank you to the board members for hosting the Peaches & Ice Cream Social.
 - Hazel requested to perform at the Gazebo in 2026 during Burro Days.
- **Fairplay Fall Festival** – September 20, 2025
 - Non-profits have finalized their activities. Boys & Girls Club will be running a Pinewood Derby and hosting a Cider & Donuts booth. Daylight Donuts is providing roughly 12 dozen donuts. South Park Community Garden will have a kids' gardening workshop. Mosquito Range Heritage Initiative will have a booth on Saturday, promoting their Poker Ride on Sunday, September 21st.
 - Butterflies and Moonbeams facepainting will be returning. They were at the 4th of July event and were very successful.
 - There are currently 10 booths registered for the Fall Market with a mix of food items, arts & crafts, and non-profits with activities.

- **Trunk-or-Treat – October 31, 2025**
 - Scott and Jamie Addison (Lonely Pond Ranch) have submitted a permit application to host Trunk-or-Treat on Front Street for Halloween. They have talked with Jason Genson about last year and staff plan to meet with them as well to discuss logistics. Residents seemed to enjoy the activities last year and staff are in support of community members/organizations hosting the event. The night ended at 8pm last year and staff would like to recommend an earlier ending as the crowd thinned out significantly after sunset and temperatures were around freezing.
- **A Real Colorado Christmas Celebration & Festival of Trees – December 6, 2025**
 - Staff are discussing ways to increase bids for Festival of Trees such as placing the trees at businesses ahead of the Chili Cook-Off as bids were the lowest in the event's three years in 2024. Chamber board members have expressed concerns that pulling trees from the Legion would be a detriment to the holiday decorations and event environment. Staff will request a meeting with the Chamber to discuss further.
 - Staff plan to talk with the Senior Center about donating some lights and decorations in addition to trees for the non-profits to utilize and bring costs down of decorating the tree.
 - Valley to Valley Homeschool Program is scheduled to sing again with Elvis being the theme this year.
 - Staff plans to meet with Marcia McMahon to discuss the Santa Doggie Look-a-Like Contest and will be brainstorming additional categories.
 - Staff would like to know when the Board would like to judge the Christmas Lighting Contest and the prize amounts. Marketing will start going out in November.

Staff will continue to provide updates on Events monthly in our Staff Report. Please let us know if there are any questions about the information provided or on events in general.

Thank you.