AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, CO
Monday, October 6, 2025, at 6:00 P.M. in the
Fairplay Town Hall, 901 Main St, Fairplay, CO
CLICK TO JOIN MEETING BY TEAMS
(ID: 299 329 163 191 8 / Passcode: QE7Rj3sd)

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 CHECK AND ACH EXPENDITURES ISSUED THROUGH BILL.COM – Paid bills for all Town funds from September 12, 2025, through October 1, 2025, in the amount of **$196,311.23.**

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. PROCLAMATIONS, PRESENTATIONS AND UPDATES

A. Presentation by Josef Rau, Officer - Investment Sales / Institutional Investments of BOK Financial Capital Markets | BOK Financial Securities, Inc.

VIII. NEW BUSINESS

A. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Resolution No. 31, Series of 2025, entitled "**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE SUB-LICENSE AGREEMENT WITH SAVOR THE WILD, LLC, FOR TEMPORARY USE OF A PORTION OF THE PROPERTY KNOWN AS 401 MAIN STREET, FAIRPLAY, COLORADO**."?

IX. PUBLIC HEARINGS

A. CONTINUED FROM SEPTEMBER 15, 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. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Ordinance No. 6, Series of 2025, entitled "**ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING A LEASE PURCHASE FINANCING TO PROVIDE FUNDS TO FINANCE THE ACQUISITION OF CERTAIN REAL PROPERTY FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AND IN CONNECTION THEREWITH, AUTHORIZING AND APPROVING A SITE LEASE, A LEASE PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE FINANCING; AND PROVIDING OTHER DETAILS AND PARAMETERS AND AUTHORIZATION IN CONNECTION WITH THE FINANCING**."?

C. FIRST READING – Should the Board of Trustees for the Town of Fairplay approve the adoption of Ordinance No. 7, Series of 2025, entitled "**AN ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO PERMITTING THE BOARD OF TRUSTEES TO WAIVE OR MODIFY AN OTHERWISE APPLICABLE REQUIREMENT OF CHAPTER 16 OF THE FAIRPLAY MUNICIPAL CODE (UNIFIED DEVELOPMENT CODE)**."?

X. STAFF AND BOARD OF TRUSTEE REPORTS
XI. ADJOURNMENT.

Upcoming Meetings / Events

Fairplay Board of Trustees Regular Meeting W/ Submission of Proposed 2026 Budget & Work Session	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

TOWN OF FAIRPLAY BILL.COM CHECK AND ACH EXPENDITURES
for the Period of September 12, 2025 thru October 1, 2025

	Process Date	Vendor	Bill Description	Amount
1	9/22/2025	Aflac	Policy POV 107B4 May Jun Jul '25 Contributions	110.52
2	9/12/2025	Amanda Crumbley	Crumbley CDOT Physical Reimbursement	82.00
3	9/12/2025	AT&T	AT&T Phone Lines Monthly Fees	304.48
4	9/18/2025	Black Cat Pumping LLC	Front Steet Sewer Pumping Service	550.00
5	10/1/2025	Black Cat Pumping LLC	Front Steet Sewer Pumping Service	1,000.00
6	9/17/2025	Brad Curry	Fall Festival Performer	150.00
7	9/18/2025	Brian Rogers	Work Clothes & Training ExpenseReimbursement	133.45
8	9/19/2025	Business Solutions Group	Check Stock	306.25
9	9/25/2025	Caselle LLC	Maintenance & Support 10/01/2025 -10/31/2025	2,102.00
10	9/18/2025	Catholic Health Initiative CO/KS	36415 03-23-2025	41.35
11	9/19/2025	CDPHE	2025-26 Annual Billing for Fairplay WWTF	2,733.00
12	10/1/2025	Cheryl Slaven	491 Front Street PIIP Reimbursement (Res 2025-18)	2,064.00
13	9/23/2025	CivicPlus LLC	ADA Website Project - Final Bill	2,278.05
14	9/17/2025	Colorado Analytical Laboratories, Inc.	Drinking Water Required Testing	150.00
15	9/25/2025	Colorado Analytical Laboratories, Inc.	Drinking Water Required Testing	78.00
16	9/12/2025	Colorado Analytical Labs	Drinking Water Required Testing	78.00
17	9/19/2025	Colorado Analytical Labs	Drinking Water Required Testing	36.44
18	9/19/2025	Colorado Analytical Labs	Drinking Water Required Testing	403.00
19	9/25/2025	Colorado Mountain News Media	Drinking Water Required Testing	225.00
20	9/16/2025	Colorado Natural Gas, Inc.	PW/Sanitation Office Natural Gas Aug 2025	61.34
21	9/16/2025	Colorado Natural Gas, Inc.	PW Shop Natural Gas Aug 2025	68.60
22	9/16/2025	Colorado Natural Gas, Inc.	Sanitation Plant Natural Gas Aug 2025	72.22
23	9/16/2025	Colorado Natural Gas, Inc.	Sanitation Office Natural Gas Aug 2025	83.77
24	9/19/2025	Colorado Natural Gas, Inc.	501 Main Street Natural Gas Aug 2025	89.87
25	9/18/2025	Dru Griffin	Fall Festival Performer	500.00
26	9/19/2025	Elevated Cleaning Co	501 Main & Town Hall Monthly Cleaning	775.00
27	9/25/2025	Emergent Enforcement Solutions	AVIS June Fees	5,083.00
28	10/1/2025	Emergent Enforcement Solutions	AVIS July Fees	7,042.00
29	9/22/2025	Family Support Registry	9/19/2025 Pay Withholding Account 15890460	285.69
30	9/12/2025	FNF Construction Inc.	Fairplay River Park FNF Pay App #5	45,858.31
31	9/12/2025	Heart of The Rockies Radio	Events Advertising Expesnes	245.00
32	9/18/2025	High Rockies Community School	Fall Festival Expense	650.00
33	9/19/2025	Highline	Monthly Fiber - PW Shop, Town Hall & 501 Main	694.95
34	9/25/2025	Highside Brewing	Beer Expense - Summers Events (Concerts/Burro Day/4th)	345.00
35	10/1/2025	Highside Brewing	Beer Expense - Summers Events (Concerts/Burro Day/4th)	660.00
36	10/1/2025	Highside Brewing	Beer Expense - Summers Events (Concerts/Burro Day/4th)	3,175.00
37	10/1/2025	Highside Brewing	Beer Expense - Summers Events (Concerts/Burro Day/4th)	3,175.00
38	10/1/2025	Highside Brewing	Beer Expense - Summers Events (Concerts/Burro Day/4th)	1,725.00
39	9/12/2025	HomeServe USA Corp	August 2025 HomeServe WLC Premiums Pmt	1,638.90
40	9/22/2025	Iron Mountain	Monthly Off-Site Records Storage Fees	189.00
41	9/18/2025	JOC Construction LLC	Boiler/Hot Water Heater Replacements Town Hall	33,673.34
42	9/25/2025	JR & Co., Inc.	501 Main Reroofing Project Pay App #1-Mobilization	1,617.85
43	9/25/2025	Karla Crouch	Headstone Deposit Refund	300.00
44	9/25/2025	Konica Minolta Premier Finance	Town Hall/PD/PW/Events Copier Lease Payments	449.42
45	9/12/2025	Marcia McMahon	PIIP Reimbursement for McMahon - 200 6th St	4,222.00
46	9/26/2025	Moidel Music LLC/Shaky Hand Productions	Fall Festival Performer	2,600.00
47	9/18/2025	Murray Dahl Beery Renaud LLP	Town Attorney Services Aug 2025	14,639.95
48	9/12/2025	ORourke Media Group	Events Print Display Adds TGIFairplay	695.00
49	9/18/2025	ORourke Media Group	August Concert Flume Ad	117.50
50	9/18/2025	ORourke Media Group	Burro Days Newspaper Printing	1,738.00
51	9/25/2025	ORourke Media Group	Fall Fest Flume Ad	235.00
52	9/18/2025	Park County Road Bridge Department	Fuel 4/1/25-4/31/25 - PW Only	748.49
53	9/24/2025	Park County Road Bridge Department	Fuel 5/1/25-5/31/25	2,132.97
54	9/24/2025	Park County Road Bridge Department	Fuel 6/1/25-6/30/25	2,381.60
55	9/24/2025	Park County Road Bridge Department	Fuel 7/1/25-7/31/25	2,874.44
56	10/1/2025	Park County Road Bridge Department	Fuel 8/1/25-8/31/25	3,855.11
57	9/25/2025	Patriot Portables Events LLC	TGIFairplay Expense	500.00
58	9/19/2025	Phoenix Technology Group	Docking Station For Bullock (Lightning Strike)	107.38
59	9/25/2025	Postal Pros Southwest Inc.	Fall Newsletter Mailing Fees	155.70
60	9/25/2025	Postal Pros Southwest Inc.	August Utility Billing Postage	214.91

61	9/12/2025	Randall McKinnon	Fall Fest Musician	150.00
62	9/12/2025	Sarah Ernst	Cell Phone Reimbursement	50.00
63	9/18/2025	Schmueser Gordon Meyer, Inc. dba SGM	Aug '25 Contract Engineering Fees/Bill Backs	2,851.50
64	9/19/2025	Schmueser Gordon Meyer, Inc. dba SGM	Aug '25 Contract Engineering Fees General Engineering/Bill Backs	5,450.00
65	9/19/2025	Schmueser Gordon Meyer, Inc. dba SGM	Aug '25 Contract Engineering Fees/River Park	7,348.25
66	9/18/2025	Scott Addison	Fall Festival Petting Zoo Expense	500.00
67	9/19/2025	Shred America Colorado	Monthly Paper Recycle Fee	13.82
68	9/18/2025	SoCo Service & Consulting	Fiber Line Break Repair	2,433.08
69	9/18/2025	South Park Ace	Miscellaneous Supplies, Materials & Tools	1,379.68
70	9/17/2025	UniFirst	PW GX2009 Calibration Service	98.64
71	9/12/2025	Warm Springs Consulting LLC	WTP Monthly ORC Expense Aug 2025	4,500.00
72	9/12/2025	Warm Springs Consulting LLC	WWTP Monthly ORC Expense Aug 2025	5,750.00
73	10/1/2025	WEX Bank	Fuel Purchases - PD & PW	161.88
74	9/18/2025	Xcel Energy	945 Quarry Road Electricity	17.70
75	9/18/2025	Xcel Energy	Park Electricity	25.67
76	9/18/2025	Xcel Energy	Chlorinator Electricity	165.15
77	9/18/2025	Xcel Energy	Water Plant Electricity	1,252.46
78	9/18/2025	Xcel Energy	Office and San Plant Electricity	4,235.03
79	9/19/2025	Xcel Energy	Multiple Locations Electricity	382.05
80	9/25/2025	Xcel Energy	7474 Bogue Street Electricity	33.54
81	9/25/2025	Xcel Energy	Street Lights Electricity	1,010.93
				$ 196,311.23

IntraFi | ICS® & CDARS®

Safe, simple cash management for government finance officers

Working directly with just our bank, government depositors can access millions in aggregate FDIC insurance across IntraFi's network of banks through a single bank relationship. Earn returns that may compare favorably with other government-backed options.

Note: A list identifying IntraFi® network banks can be found at www.IntraFi.com/network-banks. Certain conditions must be satisfied for "pass-through" FDIC deposit insurance coverage to apply.

Rest Assured

Know that your funds are eligible for millions in aggregate FDIC insurance protection across network banks that's backed by the full faith and credit of the federal government. And ICS and CDARS are not subject to floating net asset values, so you can feel secure knowing that market volatility will not negatively affect your principal.

Earn Interest

Put your funds to work. Interest rates may compare favorably to Treasuries.

Enjoy Flexible Liquidity Options

With ICS, maintain access to your funds placed in demand deposit accounts or money market demand accounts. With CDARS, select from multiple term options to help you meet your liquidity needs.

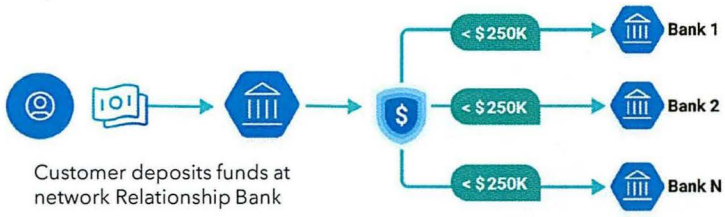
Time Savings and Transparent Reporting

Forego the need to manage multiple bank relationships. See account balances and accrued interest, 24/7, with an online dashboard. Receive regular statements provided by our bank.

Support Your Community

Feel good knowing that the full amount of your funds placed through ICS and CDARS can stay local to support lending opportunities that build a stronger community.[1]

How Do ICS and CDARS Work? We are members of IntraFi's network of banks. When we place your deposit through ICS and CDARS, that deposit is divided into amounts under the standard FDIC insurance maximum of $250,000. The amounts are then placed into deposit accounts at multiple, FDIC-insured banks. As a result, you can access FDIC coverage from many institutions while working directly just with us. As always, your confidential information is protected.



Deposits broken into increments <250K and placed at network banks

Contact Us

Josef Rau
Officer - Investment Sales
Institutional Investments
BOK Financial Capital Markets
BOK Financial Securities, Inc.
Office: 303-863-4272
1600 Broadway Suite 1800
Denver, CO 80202

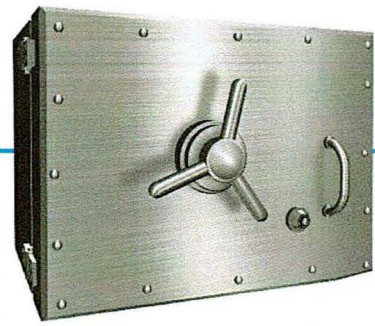
Member FDIC

[1] When deposited funds are exchanged on a dollar-for-dollar basis with other institutions that use ICS or CDARS, our bank can use the full amount of a deposit placed through ICS or CDARS for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent, our bank may choose to receive fee income instead of deposits from other participating institutions. Under these circumstances, deposited funds would not be available for local lending.

Deposit placement through an IntraFi service is subject to the terms, conditions, and disclosures in the applicable agreements. Deposits that are placed through an IntraFi service at FDIC-insured banks in IntraFi's network are eligible for FDIC deposit insurance coverage at the network banks. The depositor may exclude banks from eligibility to receive its funds. To meet conditions for pass-through FDIC deposit insurance, deposit accounts at FDIC-insured banks in IntraFi's network that hold deposits placed using an IntraFi service are titled, and deposit account records are maintained, in accordance with FDIC regulations for pass-through coverage. Although deposits are placed in increments that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA") at any one bank, a depositor's balances at the institution that places deposits may exceed the SMDIA before settlement for deposits or after settlement for withdrawals. The depositor must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through an IntraFi service satisfies any restrictions on its deposits. IntraFi, the IntraFi logo, CDARS, IntraFi Cash Service, and ICS are registered trademarks of IntraFi LLC.

ICS and CDARS for Public Funds

In the State of Colorado



COLORADO REVISED STATUTES TITLE 24. GOVERNMENT – STATE ARTICLE 75. STATE FUNDS PART 6. FUNDS – LEGAL INVESTMENTS

24-75-601. Definitions

(1) "**Public entity**" means the state of Colorado; **any institution, agency, instrumentality, authority, county, municipality, city and county, district, or other political subdivision of the state**, including any **school district and institution of higher education**; any institution, department, agency, instrumentality, or authority of any of the foregoing, including any **county or municipal housing authority**; any local government investment pool organized pursuant to part 7 of this article; any public entity insurance pool organized pursuant to state law; and any other entity, organization, or corporation formed by intergovernmental agreement or other contract between or among any of the foregoing.

24-75-603. Depositories

* * *

(4) In lieu of or in addition to other statutory authorization for the investment of public funds, any public funds that are not needed for current operating expenses may be invested in accordance with the following conditions:

(a) The public funds shall initially be placed by the public entity in a bank or savings and loan association located in this state that is an eligible public depository certified by the state banking board or the state financial services board that offers federal deposit insurance corporation insurance on its deposits;
(b) The selected eligible public depository simultaneously shall arrange for the redeposit of any public funds initially placed in such eligible public depository that are in excess of the amount insured by the Federal Deposit Insurance Corporation, or its successor, in one or more deposit accounts fully insured by the Federal Deposit Insurance Corporation in one or more other banks or savings and loan associations wherever located in the United States, for the account of the public entity;
(c) On the same date that the public funds are redeposited, the eligible public depository shall receive an amount of deposits from customers of other banks or savings and loan associations equal to the amount of the public funds initially placed by the public entity;
(d) Each such deposit account must be insured by the federal deposit insurance corporation;
(e) The selected eligible public depository shall act as custodian for the public entity with respect to the deposit in the public entity's account;
(f) Public funds invested in accordance with paragraphs (a) to (e) of this subsection (4) are not subject to the collateralization, requirements, or restrictions of article 10.5 of title 11, C.R.S., except for certification as an eligible public depository as provided in paragraph (a) of this subsection (4); and
(g) Banks and savings and loan associations that accept public funds for the purposes of investing them in accordance with paragraphs (a) to (e) of this subsection (4) are not subject to the additional requirements or restrictions of article 10.5 of title 11, C.R.S., except for certification as an eligible public depository as provided in paragraph (a) of this subsection (4).

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: Res. No. 31, Series of 2025 Savor the Wild Revocable Sub-Lease Agreement

DATE: October 6, 2025

BACKGROUND/ANALYSIS
For the past 3 years, the Town has been approached by Jaymi Bethea and Hayden Lindcheid of Savor the Wild, LLC, to use a portion of the lot at 401 Main Street that the Town leases from Samuel Mick for fresh salmon sales and order pickup. The Town has the authority to sub-lease the lot and the area is conducive to the requested use.

Bethea and Linscheid have provided the required insurance policy which is in the packet and they desire to utilize the lot at a cost of $100/month for October and November 2025. There have been no issues with the use and therefore Staff is recommending the Board adopt Resolution No. 31, Series of 2025 as presented approving a Revocable Sub-Lease Agreement with Savor the Wild, LLC for the temporary use of a portion of the parking lot at 401 Main Street.

PROPOSED MOTION:
To adopted Resolution No. 31, Series of 2025, as presented approving a Sub-Lease Agreement with Savor the Wild, LLC for the temporary use of a portion of the parking lot at 401 Main Street.

ATTACHMENTS
Resolution No. 31, Series of 2025
Revocable Sub-Lease Agreement
Insurance

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 31
(Series of 2025)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE SUB-LICENSE AGREEMENT WITH SAVOR THE WILD, LLC FOR TEMPORARY USE OF A PORTION OF THE PROPERTY KNOWN AS 401 MAIN STREET, FAIRPLAY, COLORADO.

WHEREAS, the Town of was requested by Savor the Wild, LLC to grant usage of a portion of the leased parking lot at 401 Main Street for frozen salmon sales from October 2025 through December 2025; and

WHEREAS, the Town of Fairplay is authorized, through the lease of the property, to grant use of a portion of said property to Savor the Wild, LLC; and

WHEREAS, the Board of Trustees recognizes the many benefits of allowing additional food sales in Town; and

WHEREAS, Savor the Wild, LLC has agreed to the terms of the revocable sub-license agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that a revocable sub-license agreement, a copy of which is attached and fully incorporated herein as Exhibit A, is hereby authorized and approved and the Mayor and the Town Clerk are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 6th day of October, 2025.

TOWN OF FAIRPLAY, COLORADO

_____
Frank Just, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk

THIS REVOCABLE SUB-LICENSE AGREEMENT ("AGREEMENT") between the **TOWN OF FAIRPLAY, COLORADO**, a Colorado statutory municipality ("TOWN"), whose address is P. O. Box 267, Fairplay, Colorado 80440, and **SAVOR THE WILD, LLC**, a Colorado Corporation ("LICENSEE"), whose address is 866 Vots Drive, Fairplay, CO 80440. The TOWN and the LICENSEE are each referred to separately as a PARTY and collectively referred to as the PARTIES.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the PARTIES, the TOWN and the LICENSEE hereby agree as follows:

1. Premises. The PREMISES is defined as follows:

401 Main Street Parking Lot, Fairplay, CO 80440

T09 R77 S33 NE4 FAIRPLAY BLOCK 05 NWLY 35 FT OF LOT 15 AND ALL OF LOT 16 EXCEPT .001 AC DESC IN R599238

Further, the Parties agree that the PREMISES is real property leased by the TOWN from Samuel L. Mick.

2. License Granted**.** The TOWN hereby grants to the LICENSEE a license to utilize the PREMISES as outlined in the attached diagram labeled as EXHIBIT A for the purposes of the temporary placement and operation a truck, trailer, tables, canopies, signage and other associated non-permanent items necessary for the LICENSEE's seasonal salmon sales/delivery/pickup ("SCOPE OF LICENSE").

3. Term. The license shall be for a term of TWO (2) months commencing on the approval and execution of the REVOCABLE SUB-LICENSE AGREEMENT by the TOWN.

4. License Fee. The LICENSEE agrees to pay the TOWN the sum of ONE HUNDRED DOLLARS ($100.00) per month for said use. Said payments are due to the Town within ten (10) days of the full execution of this agreement and within 10 days of the first of the month for November, 2025.

5. Improvements. Any items placed, installed, or constructed on the PREMISES (hereinafter, collectively "IMPROVEMENTS") are the sole responsibility of the LICENSEE. The LICENSEE agrees to install and maintain the IMPROVEMENTS at its sole cost and expense, in good and safe condition, and to remove all IMPROVEMENS upon termination of this AGREEMENT. It is the express understanding and agreement of the Parties that the TOWN shall not have any obligation whatsoever to preserve, maintain or attempt to maintain, repair or replace any IMPROVEMENTS. All IMPROVEMENTS shall be reasonably related to the SCOPE OF LICENSE.

6. Temporary Nature of License. Both of the PARTIES agree that license resulting from

this AGREEMENT is temporary in nature. Neither the TOWN'S granting of the license nor the LICENSEE'S acceptance of the license either expressly or by implication creates for the LICENSEEE any property right, vested, or otherwise, in the PREMISES. The Parties further agree that this AGREEMENT shall not create any leasehold interest or tenancy in the PREMISES.

7. Encumbrances Prohibited**.** The LICENSEE shall not cause, or allow to be caused, any work or labor with regard to the PREMISES that may result in an encumbrance or lien related to the PREMISES.

8. Termination. The TOWN may terminate this AGREEMENT and the revocable license at any time upon written notice to LICENSEE.

9. Effect of Termination. Upon the termination of this AGREEMENT, LICENSEE shall remove all IMPROVEMENTS from the PREMISES within thirty (30) days after the receipt of written notice of such termination. LICENSEE shall bear all costs and liabilities of removal of the IMPROVEMENTS and must take all reasonable action necessary to return the PREMISES to substantially the same condition as the first day of the term of the license. Should LICENSEE fail to remove the IMPROVEMENTS from the PREMISES, the TOWN may, but shall not be required to, remove and dispose of the IMPROVEMENTS without process of law or other demand and without liability to TOWN. In the event that the TOWN removes and disposes of the IMPROVEMENTS as provided herein, LICENSEE shall be liable to the TOWN for the cost of such removal, disposal of the IMPROVEMENTS and clean-up/restoration of the PREMISES and shall pay such amount to the TOWN upon demand. Should LICENSEE fail to remove the IMPROVEMENTS in accordance with this paragraph and should TOWN desire to keep the IMPROVEMENTS in place, complete ownership of the IMPROVEMENTS shall automatically pass to the TOWN at no cost to either PARTY. The provisions of this paragraph shall survive the termination of this AGREEMENT.

10. Indemnity. LICENSEE hereby agrees to indemnify, defend, and hold the TOWN and all of TOWN's officers, employees, agents and assigns harmless from any and all liability arising from injuries to persons or property resulting from the LICENSEE's use of the PREMISES or erection or placement on the PREMISES of any IMPROVEMENTS. Nothing in this AGREEMENT shall be deemed to waive or otherwise limit the defenses available to the TOWN under the Colorado Government Immunity Act.

11. No Third-Party Beneficiaries. This AGREEMENT shall not be construed to create any rights or benefits for any person who is not a party to this AGREEMENT.

12. Assignment. LICENSEE shall not alienate or assign all or any portion of this AGREEMENT or the license granted herein without the express written consent of TOWN, which consent may be granted or withheld in the TOWN's sole and absolute discretion.

13. Insurance. The LICENSEE hereby agrees that during the entire term of this

AGREEMENT, the LICENSEE shall provide, keep in force, and continually carry liability insurance to benefit and protect the TOWN from any and all claims arising from or related to the LICENSEE's use of the PREMISES or erection or placement on the PREMISES of any IMPROVEMENTS; the amount of this insurance coverage shall be at least equal to the liability limits set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-114(c), *et seq.*, and the limits at the time of the execution of this AGREEMENT are as follows: at least $424,000 for bodily injury, including death, per person, and $424,000 for property damage, per person, and $1,195,000 for personal injury or property damage per occurrence. The LICENSEE further agrees to provide to the TOWN documents verifying the required insurance coverage (1) upon the LICENSEE's payment of the License Fee as required by paragraph 4 of this AGREEMENT or (2) within fourteen (14) business days of the TOWN's request.

14. Revocation and Removal. In the event that LICENSEE shall have refused or otherwise failed to hold the TOWN harmless or carry insurance as provided hereinabove, any license resulting from this AGREEMENT shall automatically terminate. Moreover, the LICENSEE, upon written demand by the TOWN, shall cause all IMPROVEMENTS to be removed from the PREMISES, at the LICENSEE's expense, within a reasonable time period as indicated in the written demand, not to exceed thirty (30) days. If LICENSEE shall have refused or otherwise failed to cause said IMPROVEMENTS to be removed within said time period, then in that event, the TOWN shall have the right to remove the improvements, or cause them to be removed, and LICENSEE shall be liable to the TOWN for its costs incurred therein, including all costs of collection and reasonable attorney's fees.

15. Non-Interference. The use of the PREMISES by the LICENSEE shall not interfere with other uses of the PREMISES, including public traffic (foot or vehicular) or violate any TOWN ordinance in effect during the AGREEMENT period.

16. Notices. Any and all notices required to be given by the Parties by this AGREEMENT are deemed to have been received and to be effective: (A) three (3) days after the same shall have been mailed by certified mail, postage prepaid, with return receipt requested to the below address or 2) immediately upon hand delivery to the Town Administrator. Each Party may use this same method to change the person receiving notice on its behalf:

TOWN
Town Administrator
Town of Fairplay, Colorado
PO Box 267
Fairplay, CO 80440

LICENSEE
Savor the Wild, LLC
ATTN: Jaymi Bethea & Hayden Linscheid
866 Vots Drive
Fairplay, CO 80440

17. Entirety of AGREEMENT. The making, execution, and delivery of this AGREEMENT by LICENSEE has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This AGREEMENT embodies the entire understanding of the PARTIES, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified only by instrument of equal formality signed by the respective parties hereto.

18. 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.

19. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

20. Signage. The size, design and manner of installation of each and every sign to be installed at the PREMISES shall (a) require the Town's written permission, which shall not be unreasonably withheld or delayed and (b) comply with the Town's applicable sign regulations. LICENSEE shall maintain any and all such signs in good condition and repair during the term of this AGREEMENT.

IN WITNESS WHEREOF, the parties have hereunto fixed their respective signatures on the dates appearing opposite thereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

LICENSEE

By:_____Date: _____

Name:_____, Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF PARK)

The foregoing Revocable Sub-License Agreement was subscribed to before me this____day of _____20__, by_____as _____of SAVOR THE WILD, LLC.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

[REMAINDER OF PAGE INTENTIONALLY BLANK]

TOWN OF FAIRPLAY, COLORADO

By:_____Date:_____
Frank Just, Mayor

ATTEST:

By:_____Date:_____
Janelle Sciacca, Town Clerk

[REMAINDER OF PAGE INTENTIONALLY BLANK]

14

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 09/04/2024

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

PRODUCER
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): 844-357-0403
FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox Insurance Company Inc.	10200
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Savor the Wild LLC
886 Vots Drive
Fairplay, CO 80440

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	**PROPERTY** CAUSES OF LOSS / DEDUCTIBLES [ ] BASIC — BUILDING [ ] BROAD — CONTENTS [X] SPECIAL — $ 500 [ ] EARTHQUAKE [ ] WIND [ ] FLOOD	P100.670.435.4	10/19/2024	10/19/2025	[ ] BUILDING [X] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP	$ $ $ 10,000 $ $ $ $ $ $ $
	INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS	TYPE OF POLICY POLICY NUMBER				$ $ $ $
	CRIME TYPE OF POLICY					$ $ $
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$ $
						$ $

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

15

DATE (MM/DD/YYYY)
09/04/2024

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

PRODUCER
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 **FAX (A/C, No):**
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Savor the Wild LLC
886 Vots Drive
Fairplay, CO 80440

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			P100.670.435.4	10/19/2024	10/19/2025	EACH OCCURRENCE	$ 300,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 300,000
							GENERAL AGGREGATE	$ 300,000
							PRODUCTS - COMP/OP AGG	$ 300,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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 (CONTINUED TO 10/06/2025)
File Name and Process:	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. <u>Summary of Request</u>:

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:

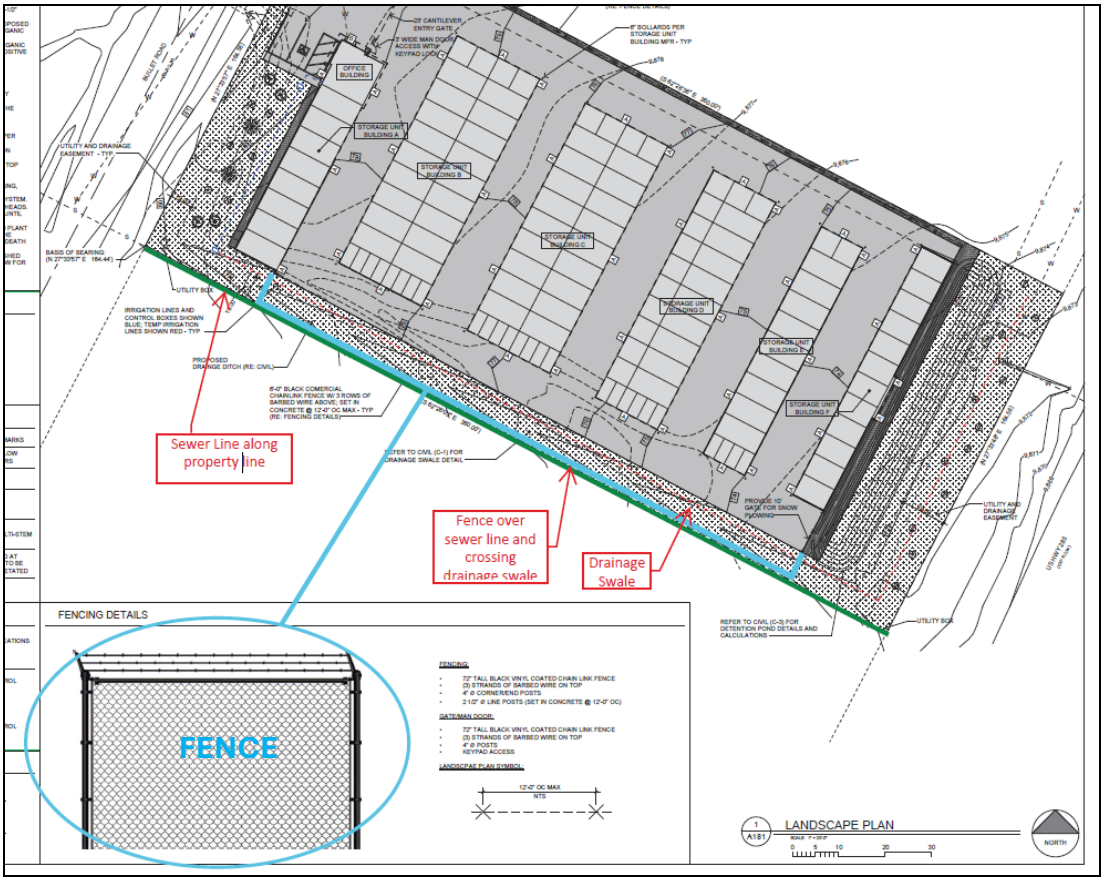
Technical Drawing Issues

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.

<u>Note</u>: 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:

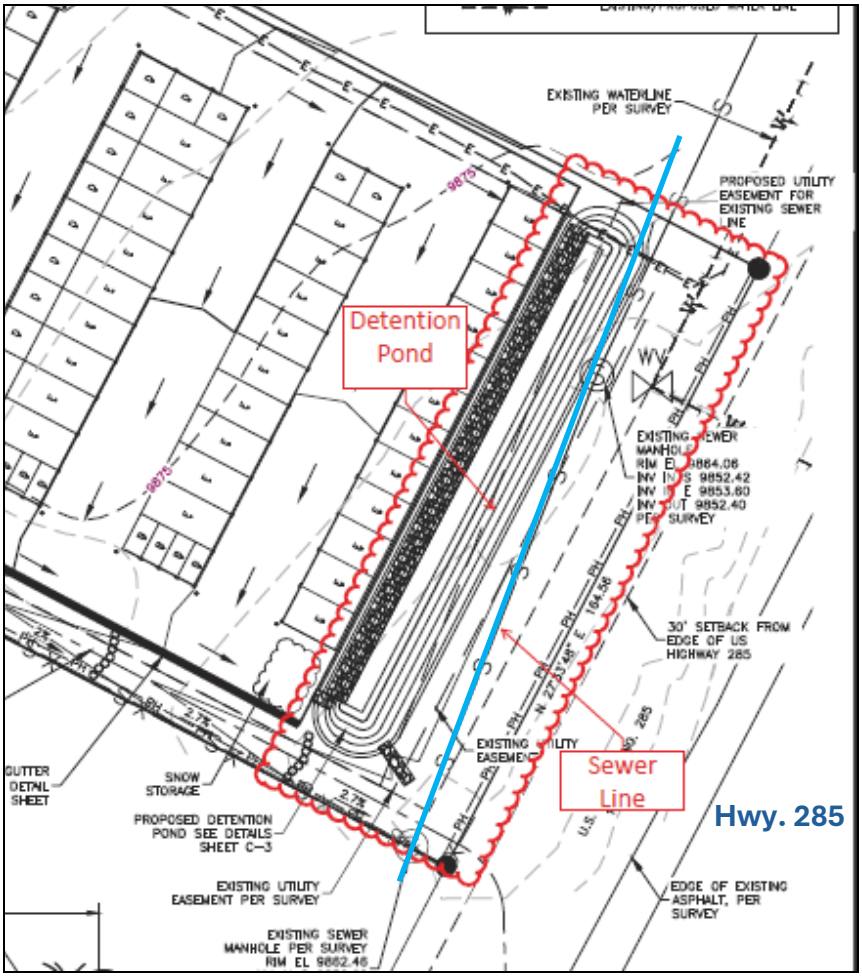


Figure 1: Proposed Grading and Drainage Plan Showing Detention Pond and Sewer Line at Rear of Lot

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:

> *"Commercial adjacent to Highway 285 allows larger more intensive highway oriented commercial. Uses include grocery, restaurants, vehicle service, general retail, business/professional offices, governmental facilities, banks, medical/dental clinics, vehicle sales, motels, car wash, bowling lanes etc. Residential located in the rear of structures or on the second floor primarily serves employees and is secondary to business use.* ***Storage is enclosed and screened with berms, landscaping and/or opaque fencing****."*
>
> *- Town of Fairplay UDC Section 16-5-20 – Description of Zone Districts*

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.

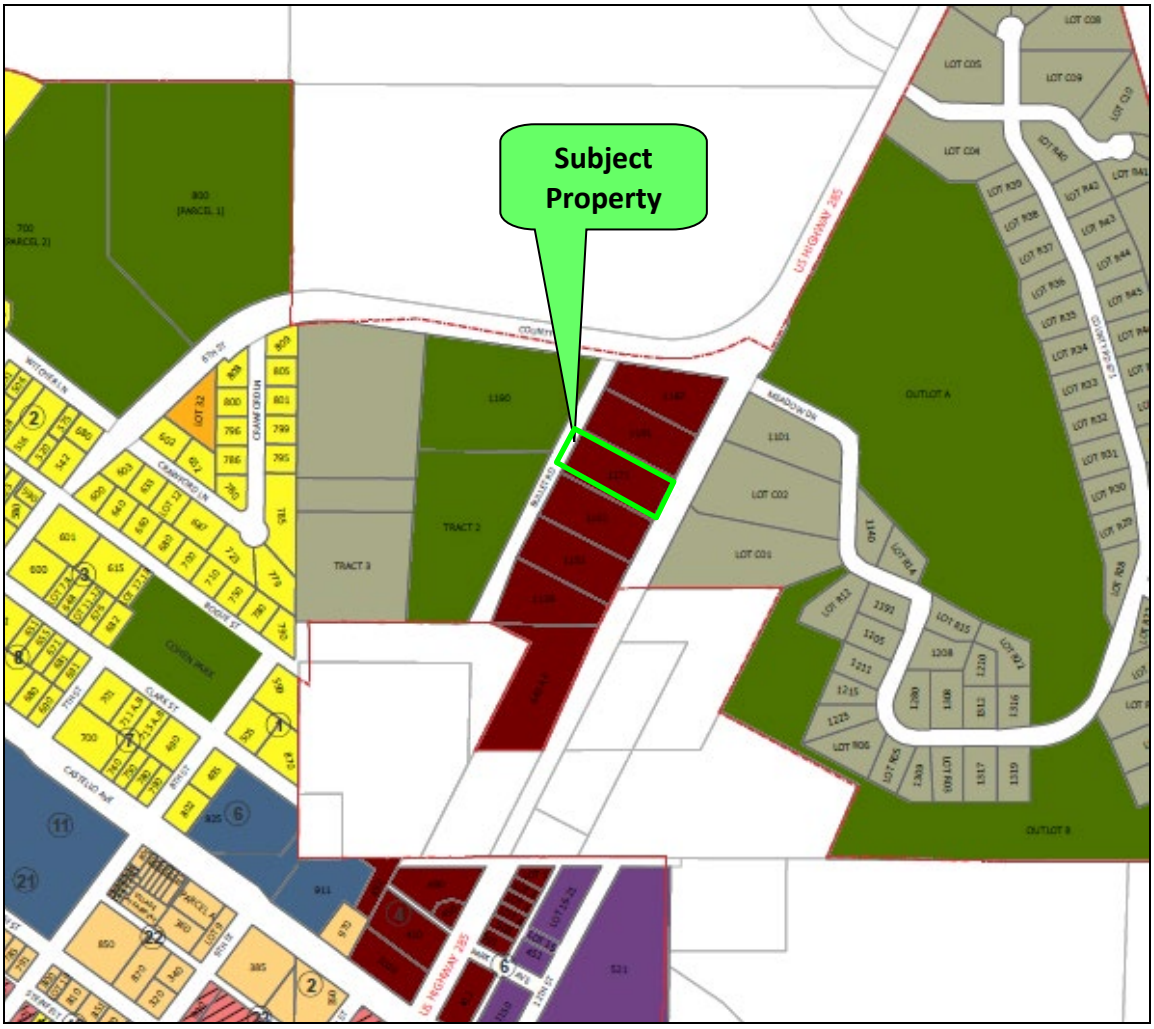


Figure 2: Town of Fairplay Zoning Map

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:

- Applicant Submittal Packet
- 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: _____

ORIGINAL APPLICATION PACKET

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.

Bill Fury	3-11-24	Bill Fury	3-11-24
Applicant	Date	Owner	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.

- [x] **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.**
- [x] **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.**
- [x] **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

ORIGINAL APPLICATION PACKET

FOR TOWN USE ONLY

Sec. 16-3-70. Common submittal requirements.

- [x] 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)*
- [x] Legal description of the subject property;
- [x] 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/)* ?
- [x] 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; *(Attachment to application)*
- [x] Vicinity map indicating the location of the property included in the land use application;
- [x] 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: March 15, 2024	**Fee Paid:** $500 CL5088 3/19/21
Public Hearing:	**Deposit Received:** Bill Bucks
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

ORIGINAL APPLICATION PACKET

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 unauthorize 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

ORIGINAL APPLICATION PACKET

Order No.: 361-F15372-23

FNTC

GENERAL WARRANTY DEED

Doc Fee: $17.00

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

South Platte Prospects, LLC, a Colorado Limited Liability Company, DS BJ DS MJF

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, Buttermilk 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 but 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.

ORIGINAL APPLICATION PACKET

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
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.

_____
Notary Public

My Commission Expires: 3/28/26

(SEAL)

DONNA A ALCORN
Notary Public
State of Colorado
Notary ID # 20144013699
My Commission Expires 03-28-2026

ORIGINAL APPLICATION PACKET

Fidelity National Title

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

ORIGINAL APPLICATION PACKET

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:

Fidelity National Title Insurance Company

Policy Number:

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.

ORIGINAL APPLICATION PACKET

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 Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

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

Countersigned By:

Joseph A. Belongia
Authorized Officer or Agent

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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)

ORIGINAL APPLICATION PACKET

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

ORIGINAL APPLICATION PACKET

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EXHIBIT "A"
Legal Description

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

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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 NWÂ¼ 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 WÂ¼ 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.

ORIGINAL APPLICATION PACKET

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AMERICAN LAND TITLE ASSOCIATION

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

ORIGINAL APPLICATION PACKET

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AMERICAN LAND TITLE ASSOCIATION

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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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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AMERICAN LAND TITLE ASSOCIATION

(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 those 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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AMERICAN LAND TITLE ASSOCIATION

(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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AMERICAN LAND TITLE ASSOCIATION

(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:

Joseph A. Belongia
Authorized Officer or Agent

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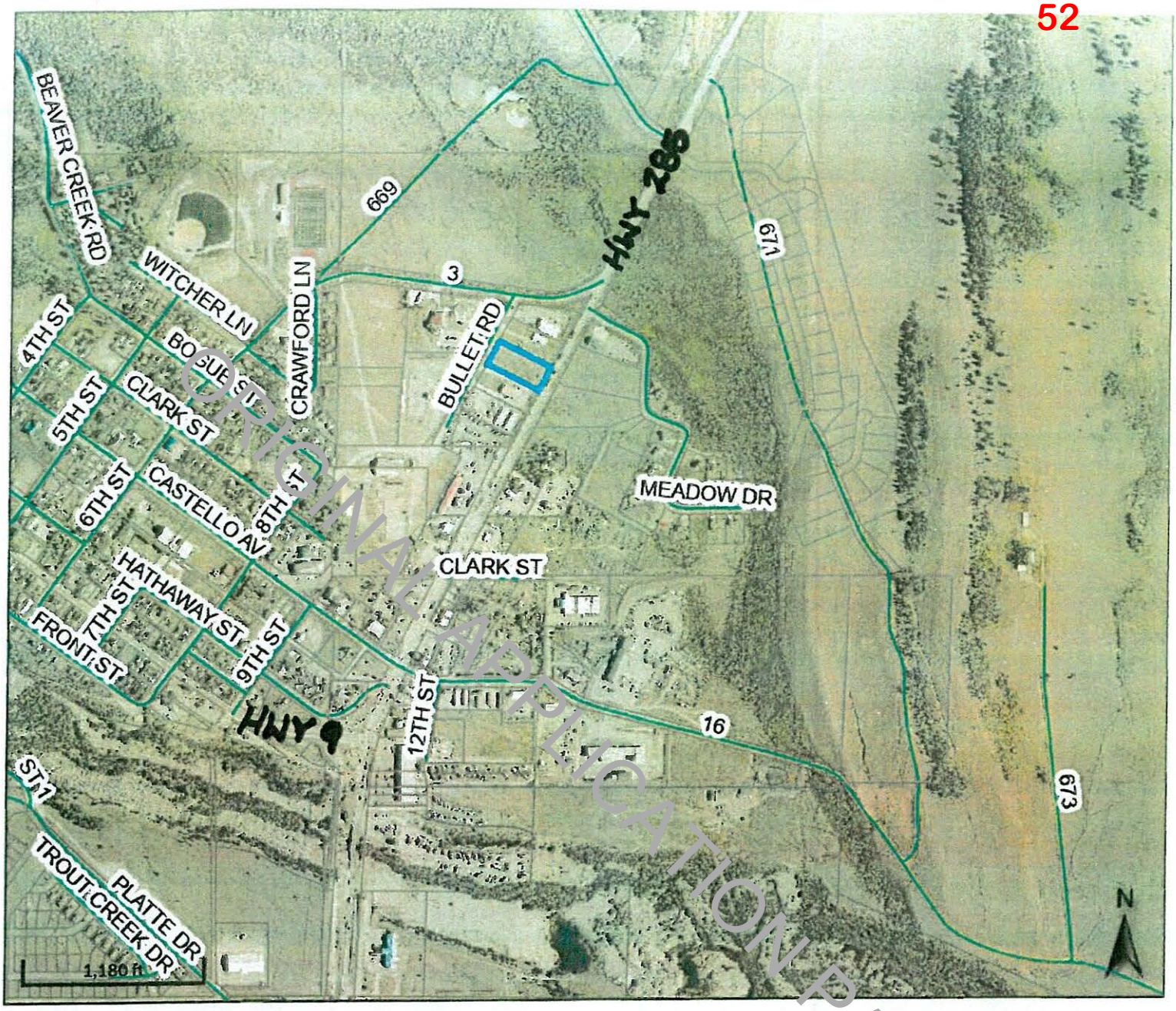


ORIGINAL APPLICATION PACKET

Parcel ID	R0044664	**Alternate ID**	44664	**Owner Address**	FINLEY JAMES; FINLEY MAR
Sec/Twp/Rng	n/a	**Class**	n/a		PO BOX 1507
Property Address	1171 BULLET RD FAIRPLAY	**Acreage**	1.36		BRECKENRIDGE, 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

SUBDIVISION MAP

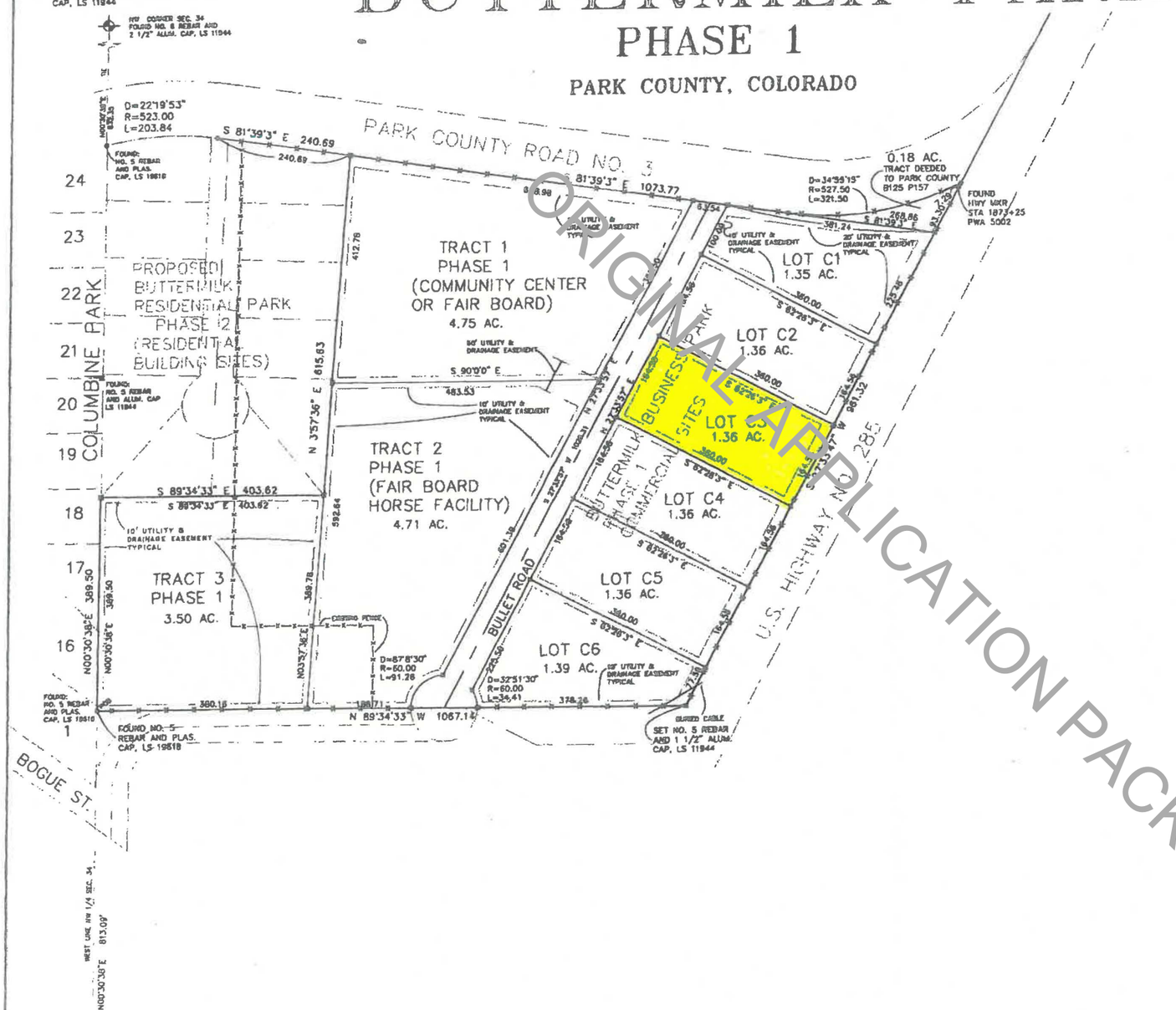
BUTTERMILK PARK

PHASE 1

PARK COUNTY, COLORADO

LEGEND

- INDICATES FOUND NO. 5 REBAR AND CAP, LS 19818, OR AS SHOWN.
- INDICATES SET NO. 5 REBAR AND ALUM. CAP, LS 11944



NOTES:

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. 5 rebar and 1 1/2" Alum. cap, LS 11944.
3. Legal description per the recorded deed as recorded March, 1994 in Book 514 at Page 192.
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 lines.
7. A 20' non-exclusive utility & drainage easement is hereby granted on lot lines adjacent to Highway 285 Right-Of-Way (lots C1-C6), 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. Electricity, and telephone shall be provided along the east 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 and fees to main water taps.
18. Individual lot owners shall be responsible for connection and fees to main sewer taps.
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 plat contains 1025.31 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 #08013900098 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 Bogue Street and Eight Street is recorded at Reception NO. _____

N

ORIGINAL APPLICATION PACKET

BUTTERMILK PARK – PHASE 1 SECTION 34, T.9S., R.77W., 6th P.M. PARK COUNTY, COLORADO	
DATE: DEC. 25, 1997	DRAWN BY: TLB
SCALE: 1"=100'	JOB NO. 97-32
SIZE: D	PREPARED FOR: — MARL FARKING
	SHEET 2 OF 2

NorthStar Enterprises
Surveying & Planning
P.O. Box 372, 551 Silverheels Cir
Fairplay, CO 80440
719-836-2947

100 0 100
SCALE: 1"=100'

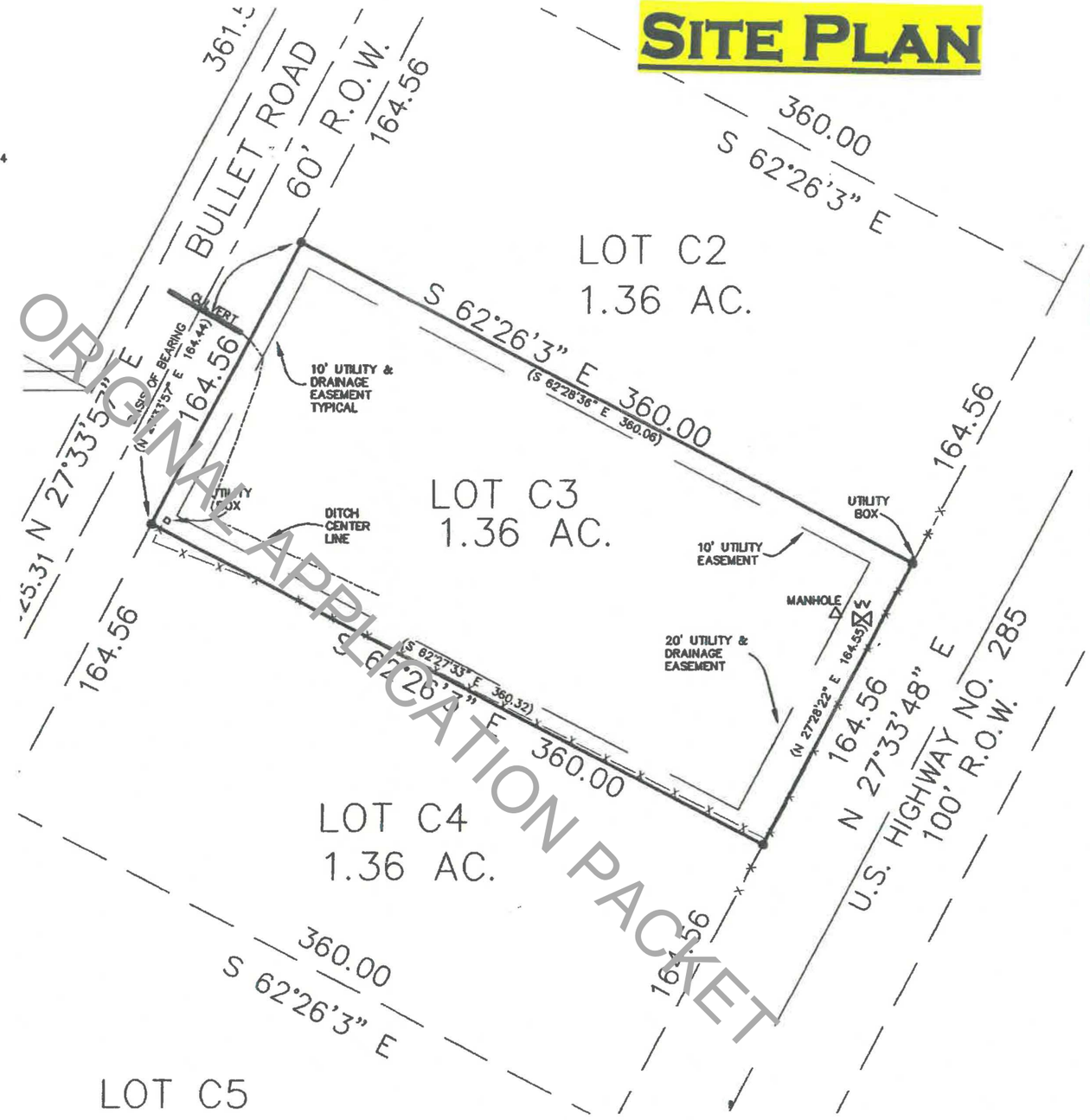
S:\2023\378 FAIRPLAY BUTTERMILK #1 LOT C3\LOT C3.dwg, Layout1, 01/05/2024 11:50:31 AM, 1:1.64165, Burnett Land Surveying, Fairplay, CO,Burnett Land Surveying, Fairplay, CC

SITE PLAN

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



ORIGINAL APPLICATION PACKET

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 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 ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL EXCEPT AS NOTED, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON 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 9 DAY OF Jan. 2024

Thomas L. Burnett

PROFESSIONAL LAND SURVEYOR, COLO. LICENSE NO. 11944
FOR: BURNETT LAND SURVEYING, INC.

N O T I C E : 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 THAT TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

DEPOSITED THIS _____DAY OF _____, 20___ AT ____M., 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 BUTTERMILK 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 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 PARENTHESIS 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, 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.777431**

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENT 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 THAT TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

N

SCALE
40 0 20 40 80
SCALE: 1"= 40'

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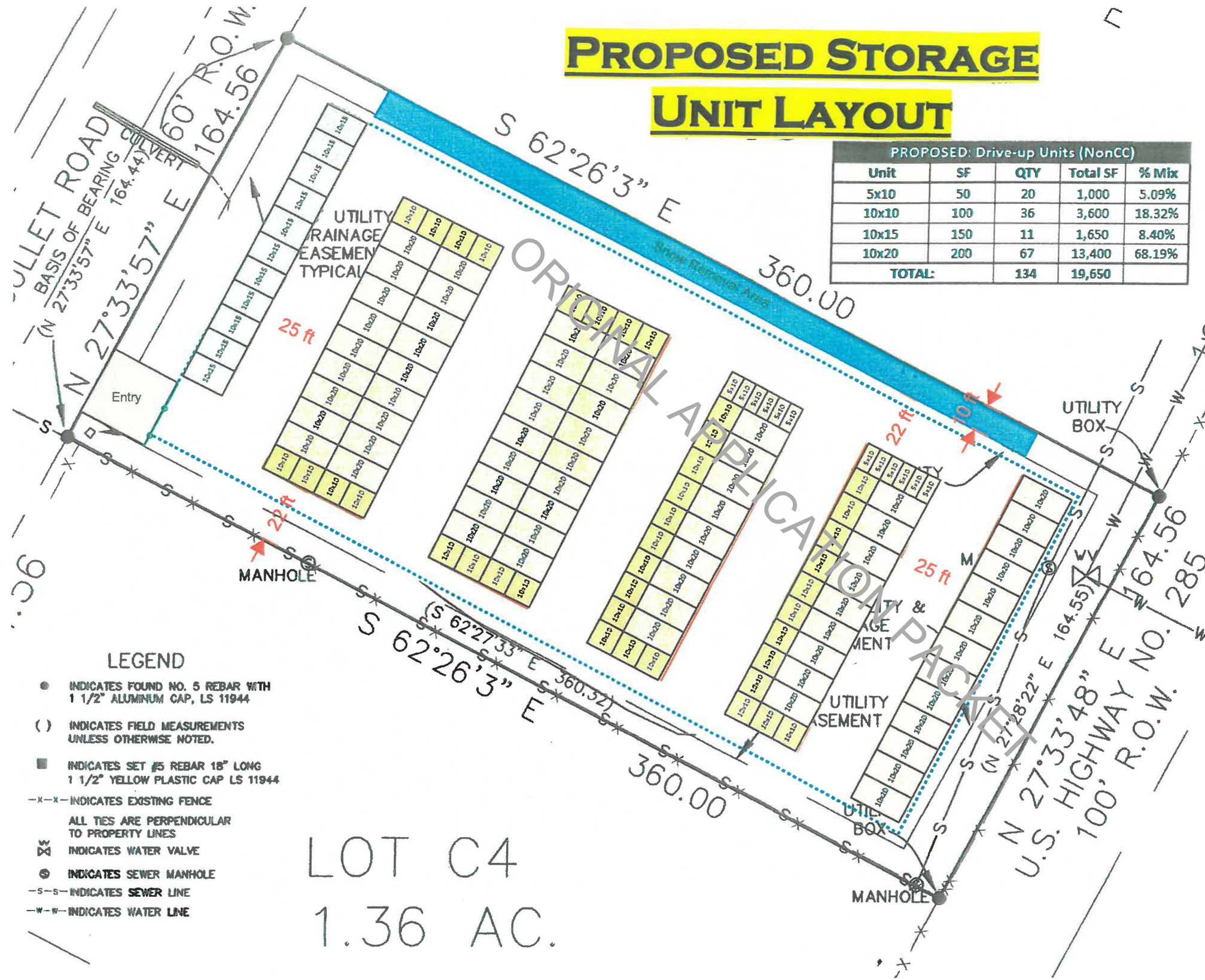
IMPROVEMENT SURVEY PLAT		
LOT C3 , BUTTERMILK PARK PHASE 1, FAIRPLAY		
PARK COUNTY, COLORADO		
SEC. 34 T. 9S R.77W 6th P.M.	ADDRESS: 1171 BULLET ROAD	
BURNETT LAND SURVEYING, INC. P.O. BOX 1953, 361 HWY 285, STE 104 FAIRPLAY, COLORADO 80440 (719) 836-1435	DATE: JANUARY 4, 2024	BORROWER:
	SCALE: 1"= 40'	FINLEY
	DRAWN BY: TLB	
	JOB NO. 2023-378	

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	



ORIGINAL APPLICATION PACKET

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
- W INDICATES WATER VALVE
- S INDICATES SEWER MANHOLE
- —s—s— INDICATES SEWER LINE
- —w—w— INDICATES WATER LINE

SURVEYOR'S CERTIFICATE

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DATED THIS 12 DAY OF Jan 20 24

Thomas L Burnett

PROFESSIONAL LAND SURVEYOR, COLO. LICENSE NO. 11944

© 2024 BURNETT LAND SURVEYING INC.

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DEPOSITED THIS _____DAY OF _____, 20__ AT ____M 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 BUTTERMILK PHASE 1, AS RECORDED FEBRUARY 24, 1998, RECEPTION NO. 486016

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.
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7) ALL DIMENSIONS ARE IN U.S. SURVEY FEET
8) DEED FOR THIS PROPERTY IS RECORDED AT REC. NO.777431

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

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N

Site Plan

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

LEGEND

- ● INDICATES FOUND NO. 5 REBAR WITH 1 1/2" ALUMINUM CAP, LS 11944
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- INDICATES WATER VALVE
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- —S—S— INDICATES SEWER LINE
- —W—W— INDICATES WATER LINE

#1171 Bullet Road

1.36 AC.

SURVEYOR'S CERTIFICATE

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I FURTHER CERTIFY [illegible] ON THE ABOVE DESCRIBED PARCEL [illegible] 2024, EXCEPT UTILITY CONNECTIONS [illegible] WITHIN THE BOUNDARIES OF THE PARCEL, [illegible] NO ENCROACHMENTS UPON THE DESCRIBED PARCEL BY IMPROVEMENTS ON ANY ADJOINING PROPERTY, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, [illegible] NOTED.

DATED THIS [illegible] DAY OF [illegible], 20 24

PROFESSIONAL [illegible] SURVEYOR, COLO. LICENSE NO. [illegible]844

© 2024 BURNETT LAND SURVEYING

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NOTE: LEGAL DESCRIPTION AND RECORD EASEMENTS PER THE RECORDED PLAT OF FAIRPLAY BUTTERMILK PHASE 1, AS RECORDED FEBRUARY 24, 1988, RECEPTION NO. 400018

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°33'57.84"E WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
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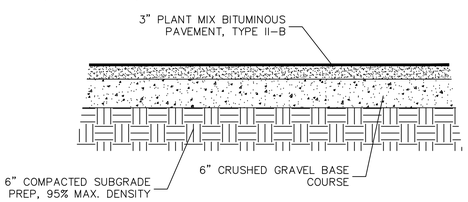
OVERALL LOT SITE/GRADING PLAN

GENERAL CONSTRUCTION NOTES

1. 285 ENGINEERING AND/OR ENGINEER IS TO BE NOTIFIED PRIOR TO ANY PLAN CHANGES OR ON-SITE DESIGN MODIFICATIONS.
2. 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.
3. 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.
4. 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.
5. 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.
6. THE CONSTRUCTION SURVEYOR SHALL VERIFY PROPOSED GRADES AND INVERT ELEVATIONS, FLOW LINES, ALIGNMENTS, SETBACKS AND TOPOGRAPHY PRIOR TO CONSTRUCTION.
7. 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.
8. 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.
9. 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.
10. MAXIMUM CUT AND FILL SLOPES SHALL NOT EXCEED 2 FOOT HORIZONTAL: 1 FOOT VERTICAL (2:1).
11. ALL FILL ONSITE SHALL BE COMPACTED TO 95% DENSITY OF STANDARD PROCTOR.

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.

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

CHECK DAM CROSS SECTION
NO SCALE

CHECK DAM INSTALLATION NOTES

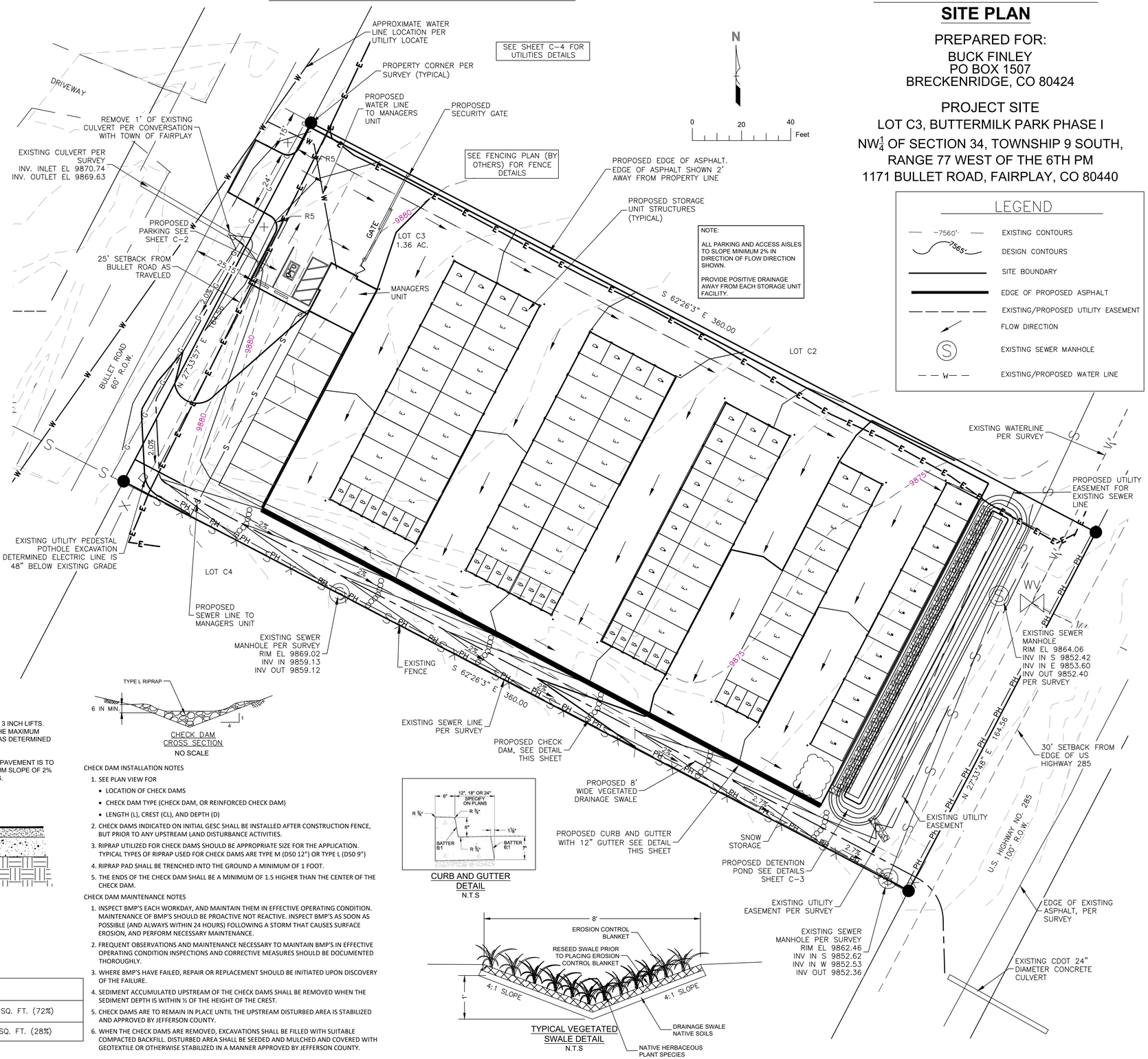
1. SEE PLAN VIEW FOR
   - LOCATION OF CHECK DAMS
   - CHECK DAM TYPE (CHECK DAM, OR REINFORCED CHECK DAM)
   - LENGTH (L), CREST (CL), AND DEPTH (D)
2. CHECK DAMS INDICATED ON INITIAL GESC SHALL BE INSTALLED AFTER CONSTRUCTION FENCE, BUT PRIOR TO ANY UPSTREAM LAND DISTURBANCE ACTIVITIES.
3. RIPRAP UTILIZED FOR CHECK DAMS SHOULD BE APPROPRIATE SIZE FOR THE APPLICATION. TYPICAL TYPES OF RIPRAP USED FOR CHECK DAMS ARE TYPE M (D50 12") OR TYPE L (D50 9")
4. RIPRAP PAD SHALL BE TRENCHED INTO THE GROUND A MINIMUM OF 1 FOOT.
5. THE ENDS OF THE CHECK DAM SHALL BE A MINIMUM OF 1.5 HIGHER THAN THE CENTER OF THE CHECK DAM.

CHECK DAM MAINTENANCE NOTES

1. INSPECT BMP'S EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMP'S SHOULD BE PROACTIVE NOT REACTIVE. INSPECT BMP'S AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE NECESSARY TO MAINTAIN BMP'S IN EFFECTIVE OPERATING CONDITION INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMP'S HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. SEDIMENT ACCUMULATED UPSTREAM OF THE CHECK DAMS SHALL BE REMOVED WHEN THE SEDIMENT DEPTH IS WITHIN ½ OF THE HEIGHT OF THE CREST.
5. CHECK DAMS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY JEFFERSON COUNTY.
6. WHEN THE CHECK DAMS ARE REMOVED, EXCAVATIONS SHALL BE FILLED WITH SUITABLE COMPACTED BACKFILL. DISTURBED AREA SHALL BE SEEDED AND MULCHED AND COVERED WITH GEOTEXTILE OR OTHERWISE STABILIZED IN A MANNER APPROVED BY JEFFERSON COUNTY.

CURB AND GUTTER DETAIL
N.T.S

TYPICAL VEGETATED SWALE DETAIL
N.T.S



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

LEGEND

- EXISTING CONTOURS
- DESIGN CONTOURS
- SITE BOUNDARY
- EDGE OF PROPOSED ASPHALT
- EXISTING/PROPOSED UTILITY EASEMENT
- FLOW DIRECTION
- EXISTING SEWER MANHOLE
- EXISTING/PROPOSED WATER LINE

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

COLORADO LICENSED PROFESSIONAL ENGINEER 29108 8/15/2025

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

ASPHALT STRIPING AND PARKING DETAILS

LEGEND

- EXISTING CONTOURS (7560')
- DESIGN CONTOURS (7565')
- SITE BOUNDARY
- EDGE OF PROPOSED ASPHALT
- EDGE OF EXISTING ASPHALT

N

0 10 20 Feet

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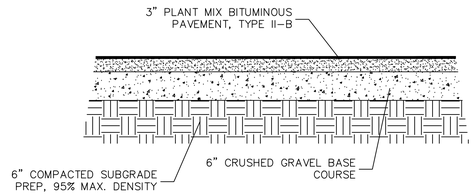
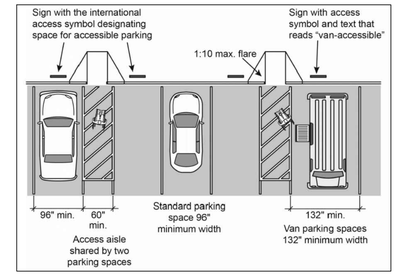
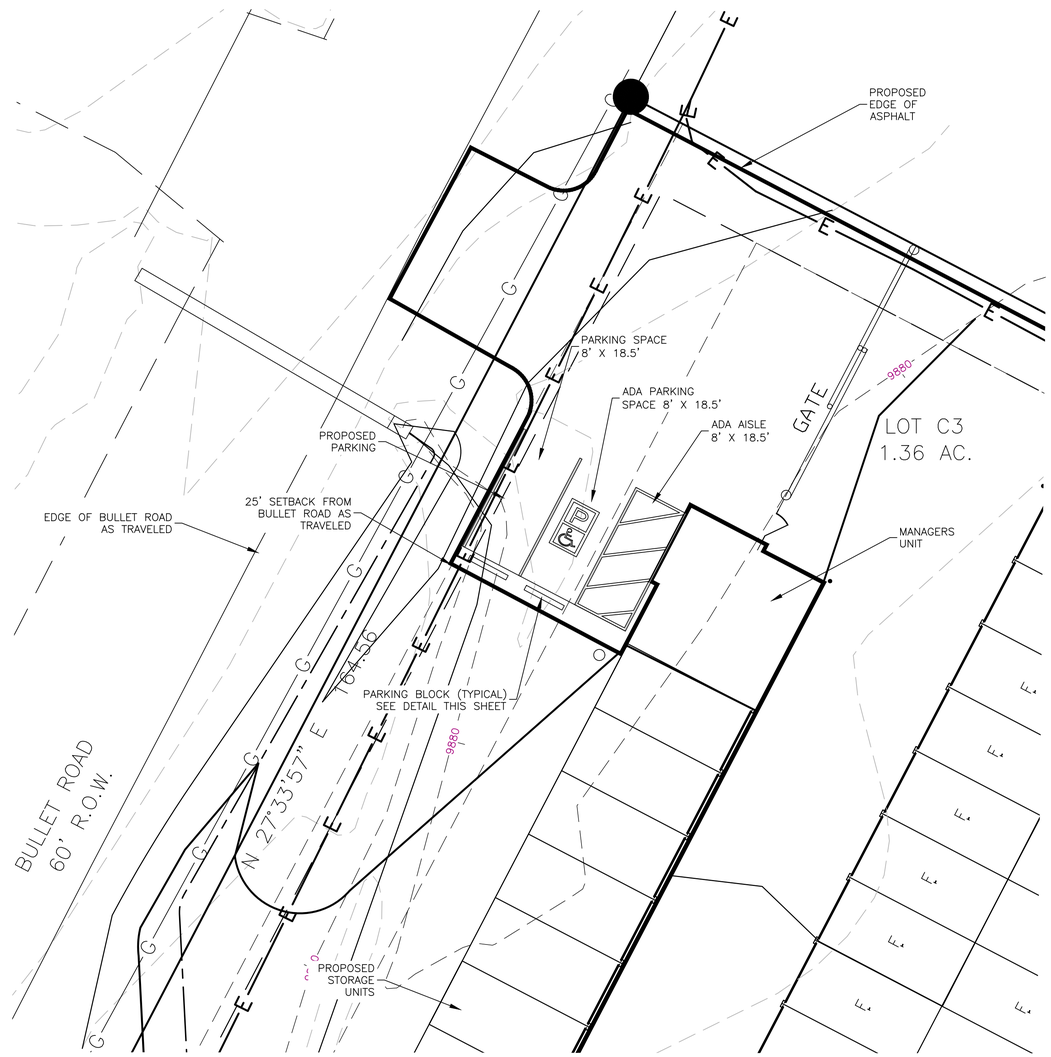
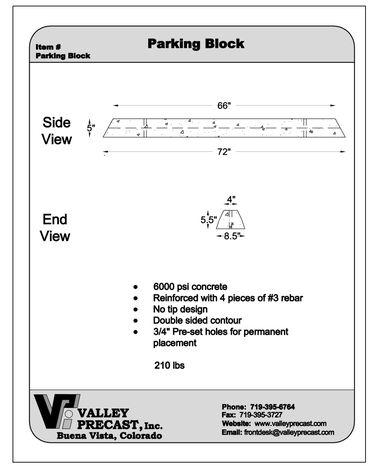


TYPICAL ASPHALT PARKING LOT SECTION
N.T.S.



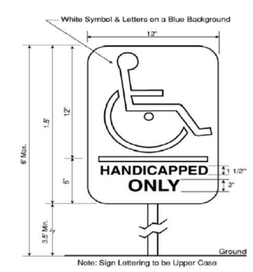
PARKING SPACES AND ACCESS AISLES
N.T.S.



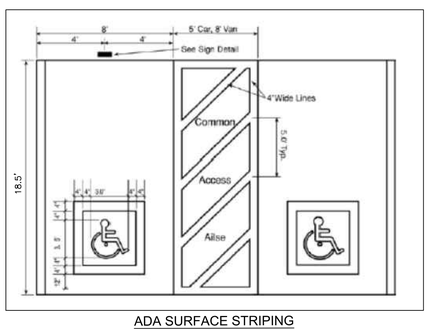


TYPICAL PARKING BLOCK
N.T.S.

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.



ADA SURFACE STRIPING
N.T.S.

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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

COLORADO LICENSED
29408
9/15/2025
PROFESSIONAL ENGINEER

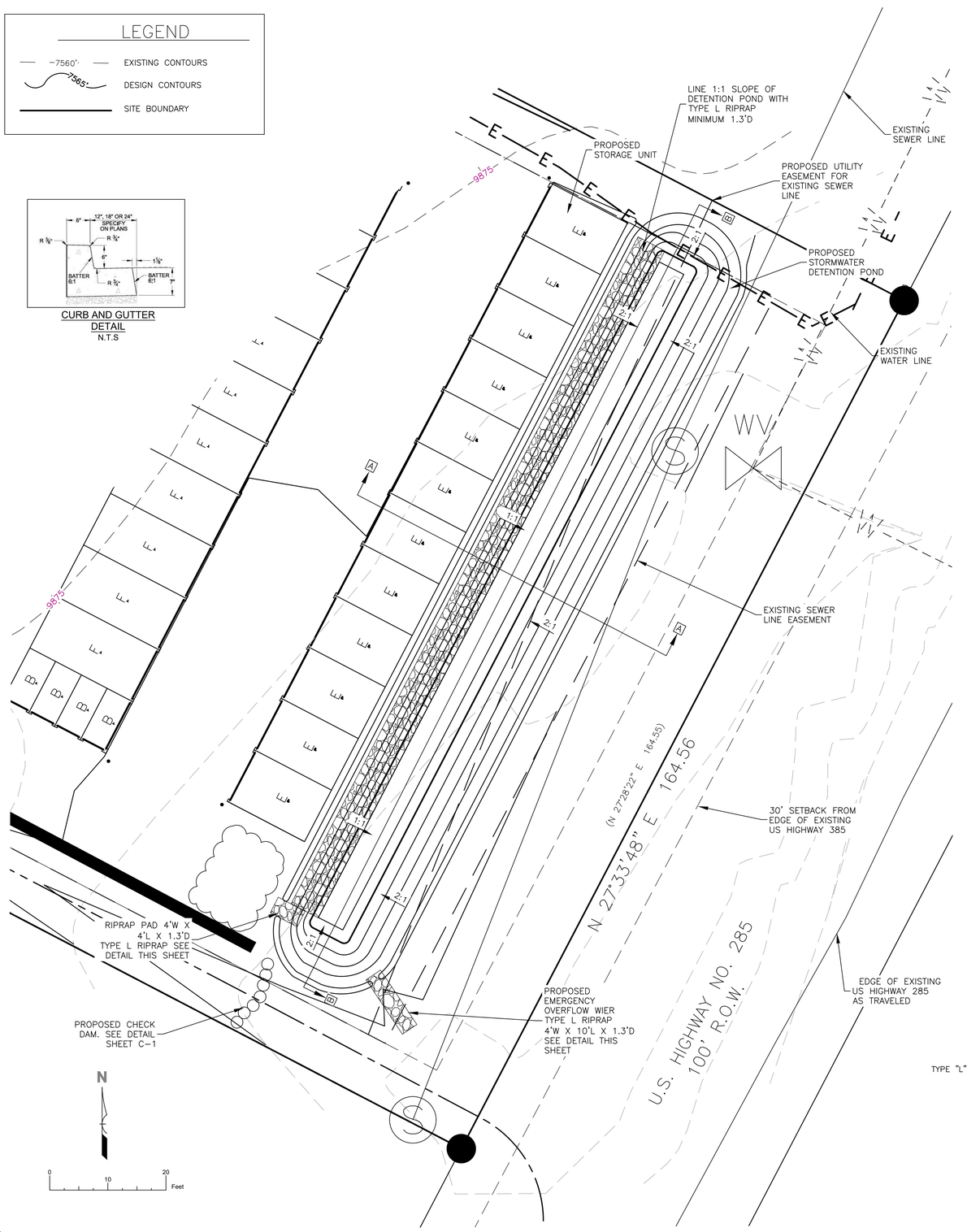
Project 2024118	Sheet C-2
Date 09/09/2024	
Drawn By JDM	
Scale SHOWN	

DETENTION POND DETAILS

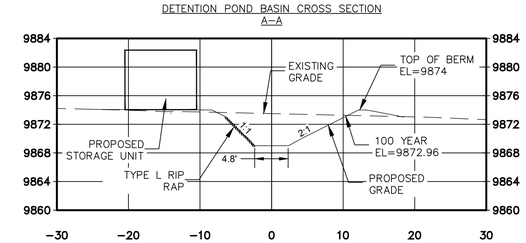
LEGEND

7560'	EXISTING CONTOURS
7565'	DESIGN CONTOURS
	SITE BOUNDARY

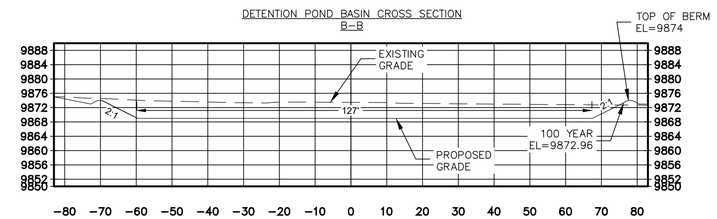
CURB AND GUTTER DETAIL
N.T.S



POND CROSS SECTION
SCALE 1" = 10'

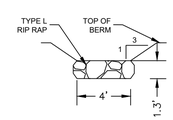


POND CROSS SECTION
SCALE 1" = 20'

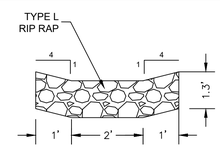


POND STAGE STORAGE

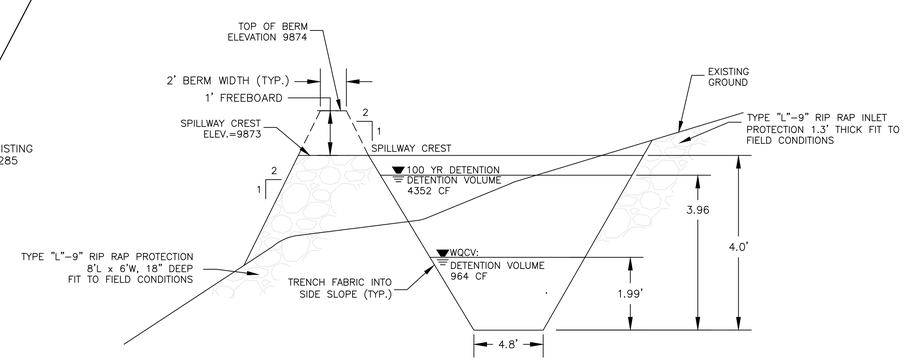
Contour Elevation	Countour Area (sq.ft.)	Depth	Incremental Volume (cu.ft.)	Cumulative Volume (cu.ft.)
9869	599.33	N/A	N/A	0.00
9870	982.00	1.00	790.66	790.66
9871	1409.76	1.00	1195.88	1986.54
9872	1855.80	1.00	1632.78	3619.32
9873	2310.45	1.00	2083.12	5702.44



EMERGENCY OVERFLOW WEIR
NO SCALE



RIP RAP PAD CROSS SECTION
NO SCALE



SAND FILTER BASIN CROSS SECTION BASIN #1
NO SCALE

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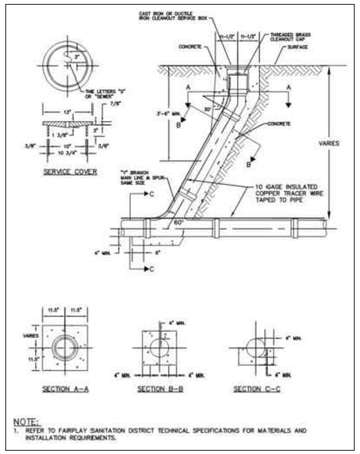
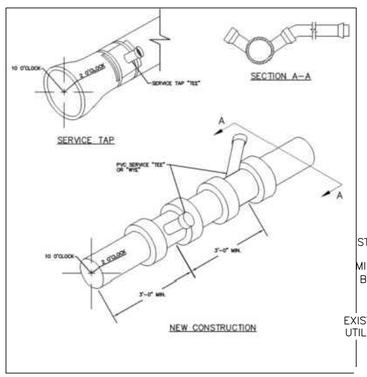
COLORADO LICENSED
JASON J. SMITH
29408
8/15/2025
PROFESSIONAL ENGINEER

Project	2024118
Date	09/09/2024
Drawn By	JDM
Scale	SHOWN
Sheet	C-3

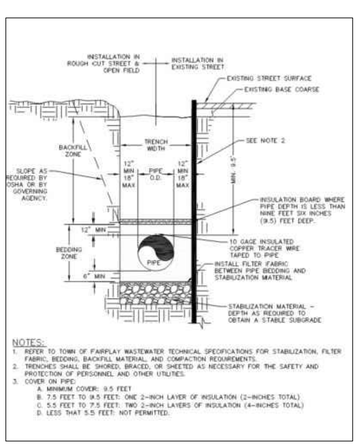
UTILITIES



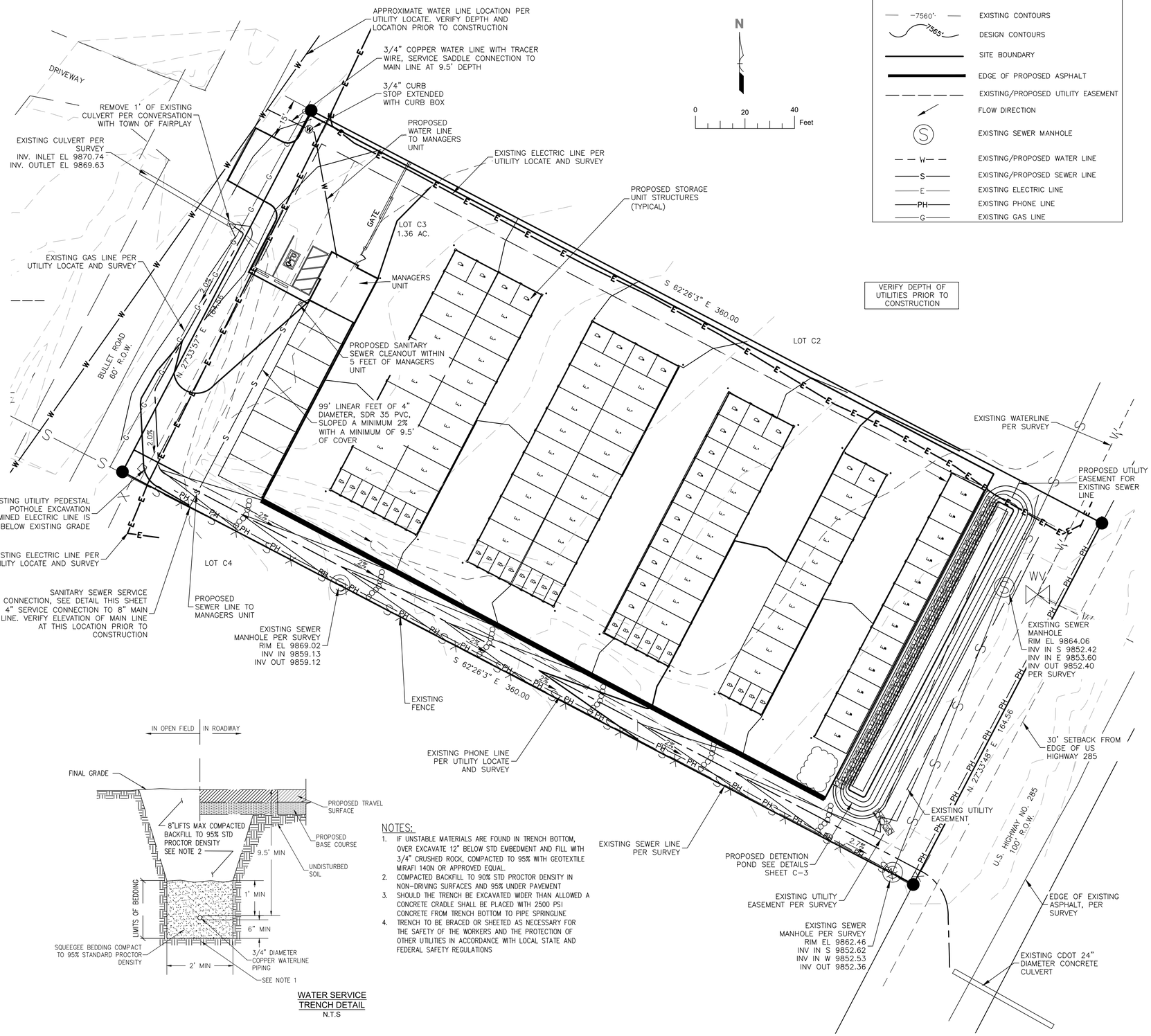
SANITARY SEWER
SERVICE CLEANOUT
N.T.S



SANITARY SEWER
SERVICE CONNECTION
N.T.S



SANITARY SEWER
SERVICE TRENCH
DETAIL
N.T.S



WATER SERVICE
TRENCH DETAIL
N.T.S

NOTES:

1. IF UNSTABLE MATERIALS ARE FOUND IN TRENCH BOTTOM, OVER EXCAVATE 12" BELOW STD EMBEDMENT AND FILL WITH 3/4" CRUSHED ROCK, COMPACTED TO 95% WITH GEOTEXTILE MIRAFI 140N OR APPROVED EQUAL.
2. COMPACTED BACKFILL TO 90% STD PROCTOR DENSITY IN NON-DRIVING SURFACES AND 95% UNDER PAVEMENT
3. SHOULD THE TRENCH BE EXCAVATED WIDER THAN ALLOWED A CONCRETE CRADLE SHALL BE PLACED WITH 2500 PSI CONCRETE FROM TRENCH BOTTOM TO PIPE SPRINGLINE
4. TRENCH TO BE BRACED OR SHEETED AS NECESSARY FOR THE SAFETY OF THE WORKERS AND THE PROTECTION OF OTHER UTILITIES IN ACCORDANCE WITH LOCAL STATE AND FEDERAL SAFETY REGULATIONS

LEGEND

7560'	EXISTING CONTOURS
7565'	DESIGN CONTOURS
	SITE BOUNDARY
	EDGE OF PROPOSED ASPHALT
	EXISTING/PROPOSED UTILITY EASEMENT
	FLOW DIRECTION
S	EXISTING SEWER MANHOLE
W	EXISTING/PROPOSED WATER LINE
S	EXISTING/PROPOSED SEWER LINE
E	EXISTING ELECTRIC LINE
PH	EXISTING PHONE LINE
G	EXISTING GAS LINE

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BUCK FINLEY

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COLORADO LICENSED
JOHN D. MOSER
29408
8/15/2025
PROFESSIONAL ENGINEER

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

285 Engineering, INC
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719-839-1382
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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 Decompacted 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%

Detention Requirements:

To determine the WQCV for the subject site Mile High Flood District SCM Spreadsheet was used. The total treated site area was entered to determine a WQCV of 963 Cubic Feet or 0.022 acre-feet. The figures were entered into the Mile High Flood District Detention Spreadsheet to define the WQCV and 100-year storm event zones and the overall basin geometry.

Site Layout

SCM Design, Version 4.00 (April 2024)

Designer: Jennifer D. Migliorato
Company: 285 Engineering, Inc
Date: May 18, 2025
Project: 2024118
Location: 1711 Bullet Road, Fairplay, CO 80440

SITE LAYOUT INFO (User Input in Blue Cells)

Water Quality Event (WQE): 0.60 inches

Outfall ID	A											
Total Tributary Area (ft^2)	43,077											
Imperviousness (%)	81.1%											
MS4 Design Standard	WQCV											
SCM Type	SF											

Notes:

OUTFALL RESULTS

SCM Worksheet Name	SF_A											
Untreated Area (ft^2)	0											
Default WQCV (ft^3)	963											
WQCV Reduction (ft^3)	0											
Remaining WQCV (ft^3)	963											
WQCV Reduction (%)	0%											
Design WQCV of SCM (ft^3)	0											
Pollutant Removal (ft^3)	0											
Untreated WQCV (ft^3)	963											

TOTAL SITE RESULTS (Sums results from all Outfalls)

Total Site Area	43,077	ft^2	0.99	acres
Treated Area	43,077	ft^2	0.99	acres
Untreated Area	0	ft^2	0.00	acres
Total Site Imperviousness	81.1%	%		
Default WQCV	963	ft^3	0.022	acre-feet
Remaining WQCV	963	ft^3	0.022	acre-feet
WQCV Reduction	0%	%		
Design WQCV	0	ft^3	0.000	acre-feet
Untreated WQCV	963	ft^3	0.022	acre-feet

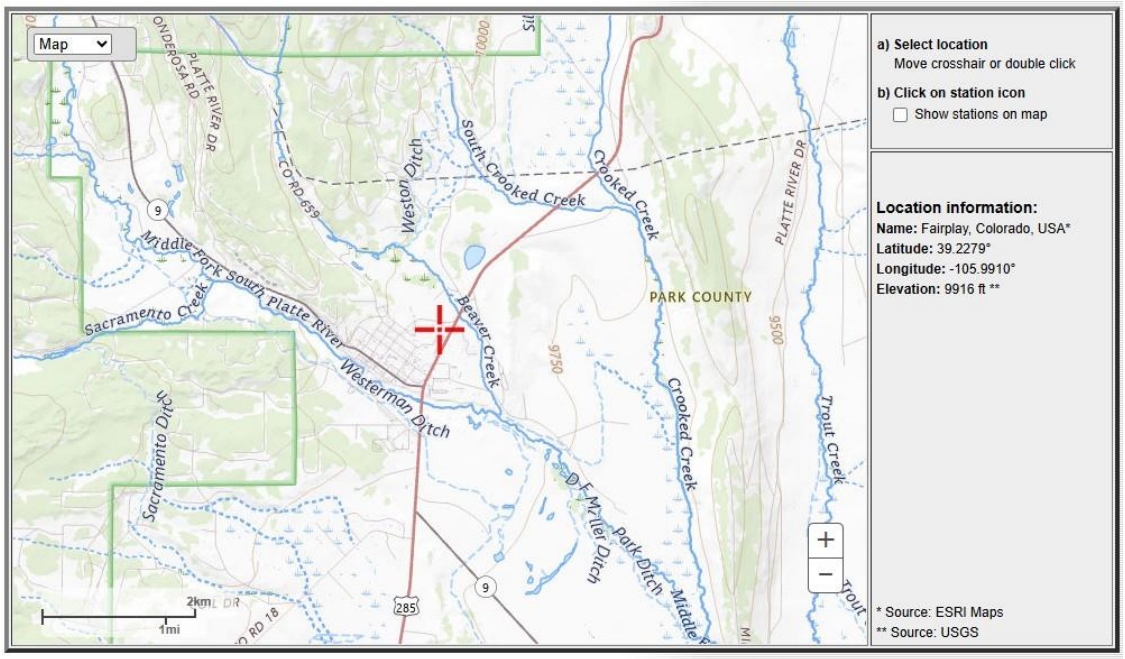
WQCV of 0.022 acre-feet based on the Mile High Flood Districts SCM spreadsheet was entered in the Spreadsheet. The 1- hour rainfall events were based off of the National Oceanic and Atmospheric Administration (NOAA) NOAA Atlas 14 for the subject site.

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.

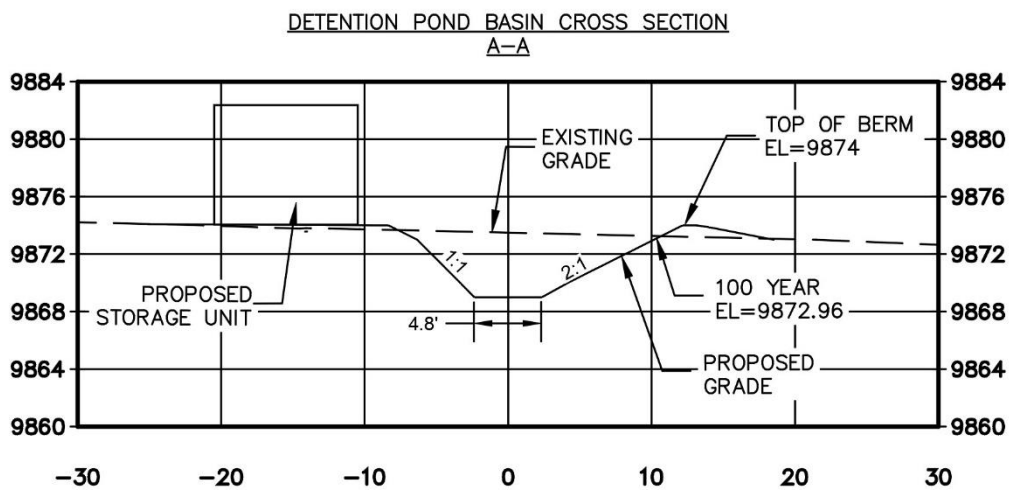
Initial Surcharge Area (A_{ISV}) =	21	ft^2
Surcharge Volume Length (L_{ISV}) =	4.6	ft
Surcharge Volume Width (W_{ISV}) =	4.6	ft
Depth of Basin Floor (H_{FLOOR}) =	0.12	ft
Length of Basin Floor (L_{FLOOR}) =	124.8	ft
Width of Basin Floor (W_{FLOOR}) =	4.8	ft
Area of Basin Floor (A_{FLOOR}) =	599	ft^2
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

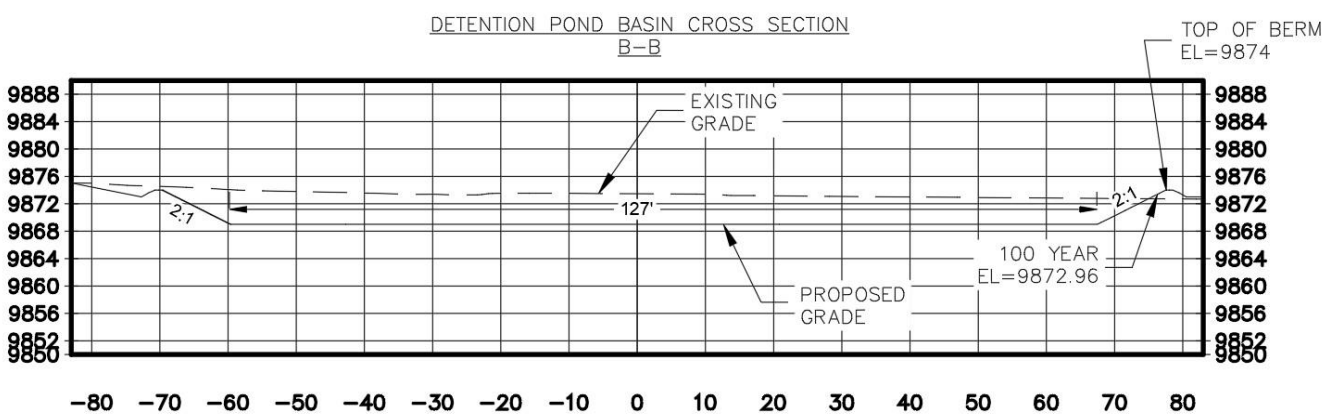
Depth Increment = 1.00 ft

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

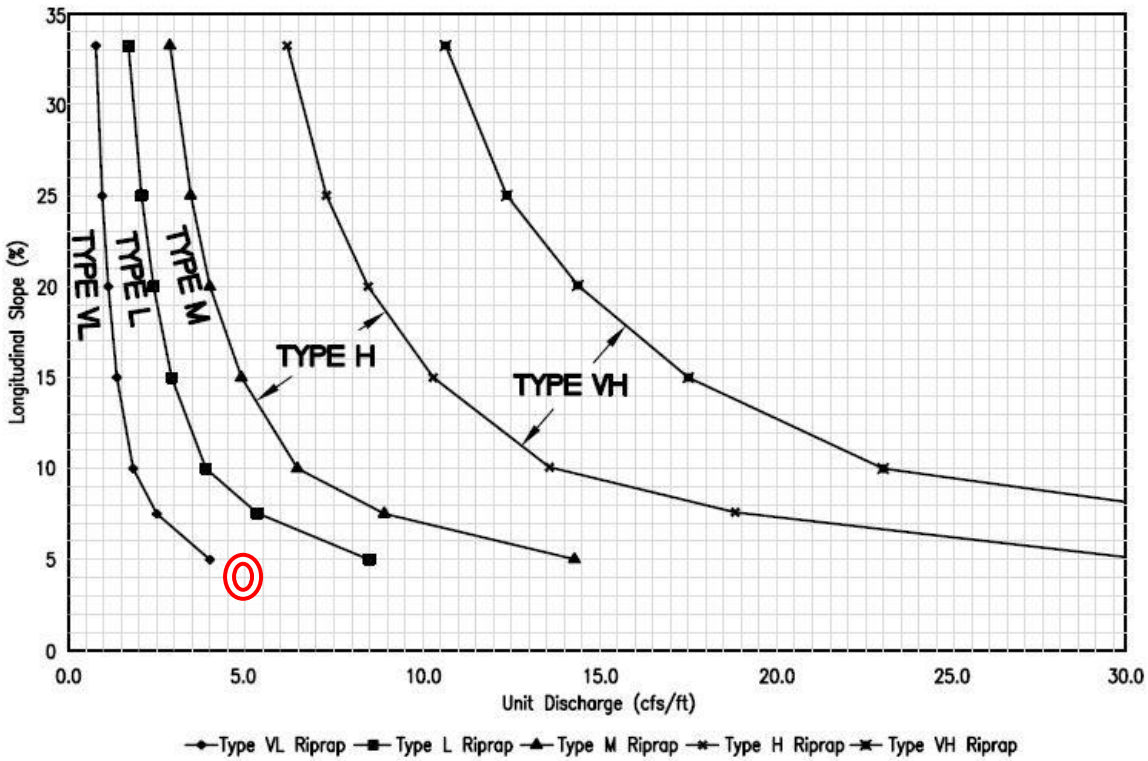
Site constraints require that the detention pond is designed to be a 1:1 slope on the western side and 2:1 slope on the eastern side. The Spreadsheets are not capable of calculating minimum storage requirements for varying side slopes. A proposed stage storage table has been created based on the designed 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





Rip Rap Calculations:



Basin A

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.

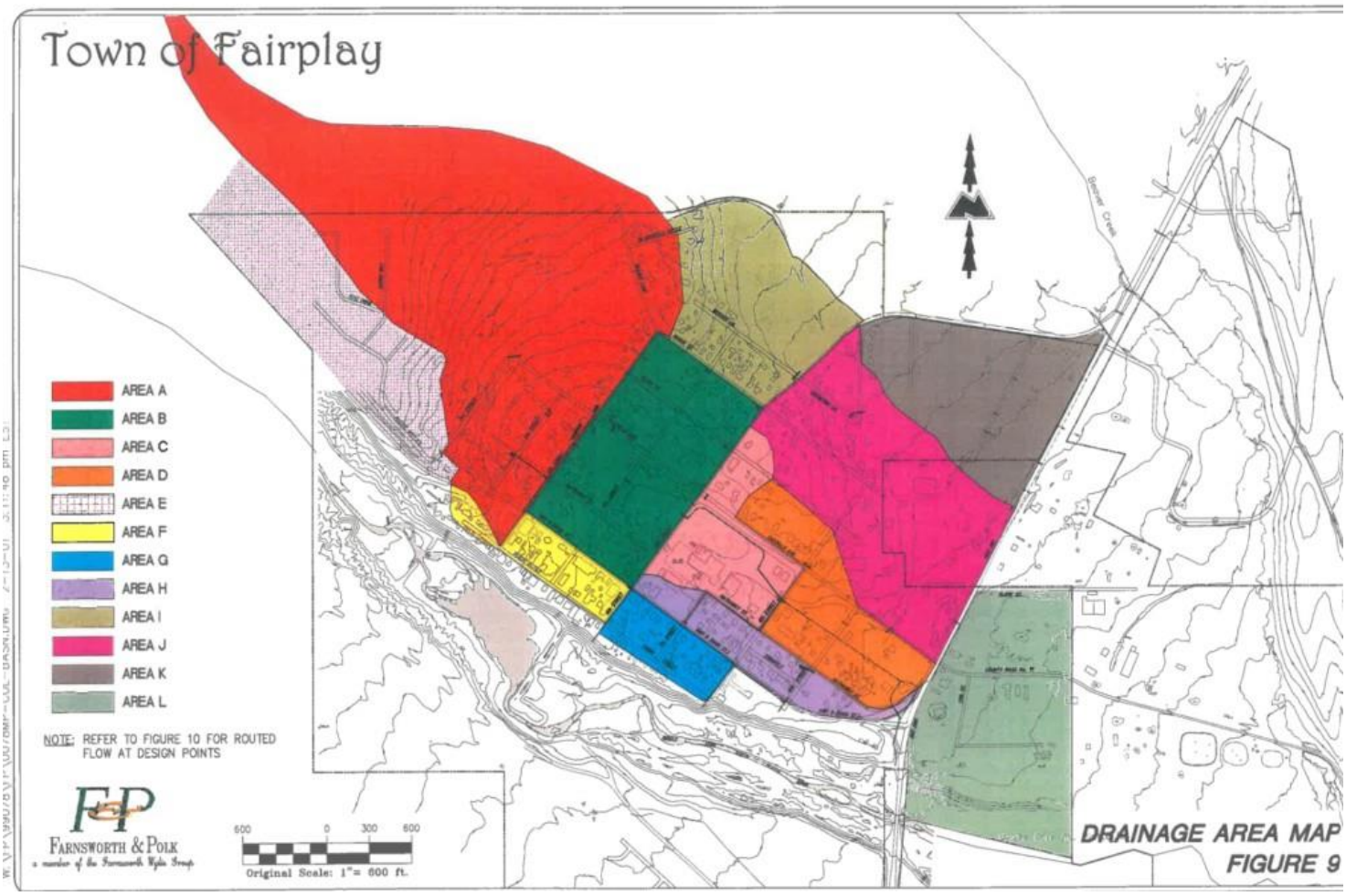


Figure 5 – Town of Fairplay – Drainage Area Map (Figure 9)

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.

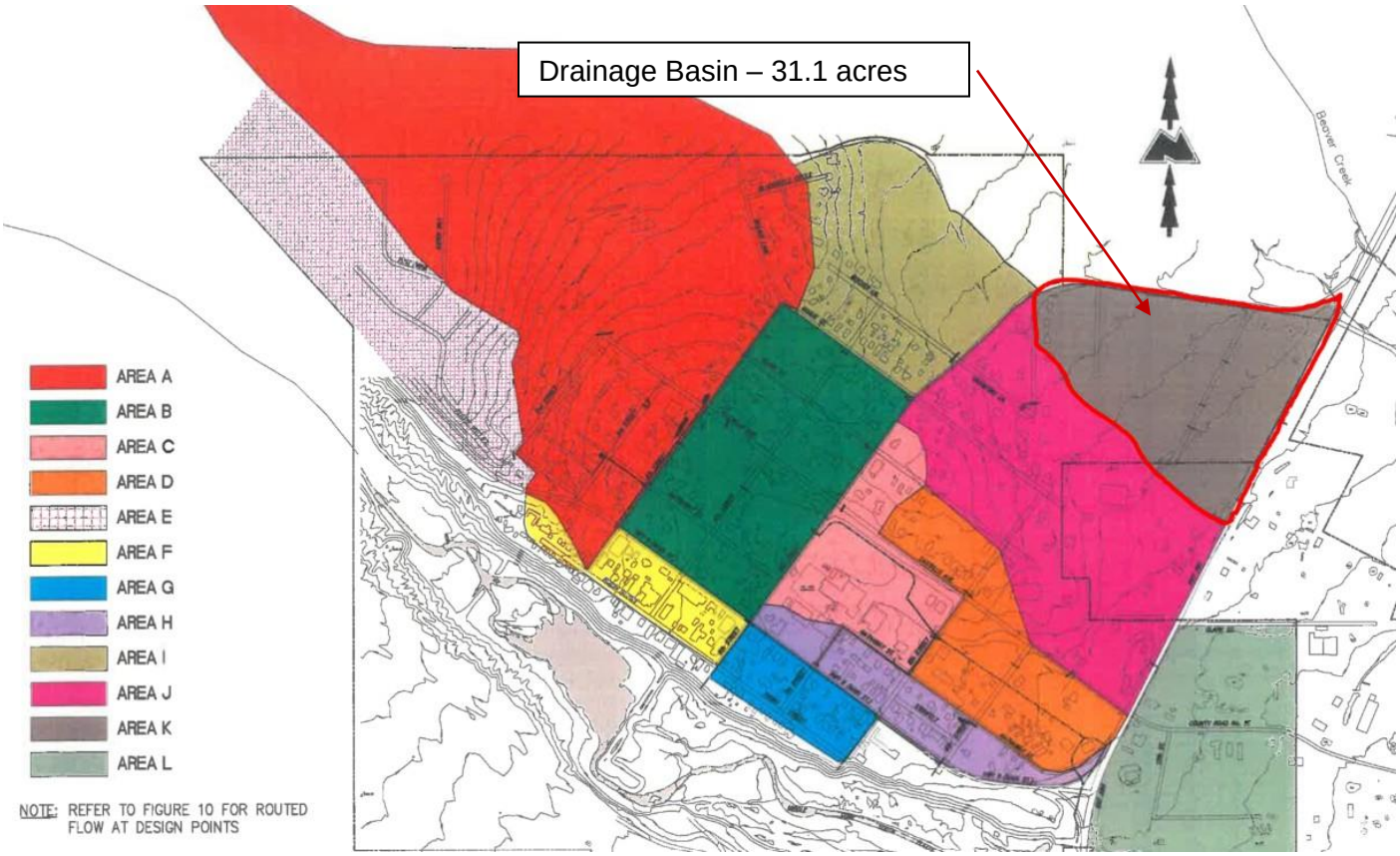


Figure 6 – Town of Fairplay – Drainage Area Map (Figure 9)

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	$C_A = 0.840I^{1.302}$	$C_A = 0.861I^{1.276}$	$C_A = 0.873I^{1.232}$	$C_A = 0.884I^{1.124}$	$C_A = 0.854I + 0.025$	$C_A = 0.779I + 0.110$	$C_A = 0.645I + 0.254$
B	$C_B = 0.835I^{1.169}$	$C_B = 0.857I^{1.088}$	$C_B = 0.807I + 0.057$	$C_B = 0.628I + 0.249$	$C_B = 0.558I + 0.328$	$C_B = 0.465I + 0.426$	$C_B = 0.366I + 0.536$
C/D	$C_{C/D} = 0.834I^{1.122}$	$C_{C/D} = 0.815I + 0.035$	$C_{C/D} = 0.735I + 0.132$	$C_{C/D} = 0.560I + 0.319$	$C_{C/D} = 0.494I + 0.393$	$C_{C/D} = 0.409I + 0.484$	$C_{C/D} = 0.315I + 0.588$

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

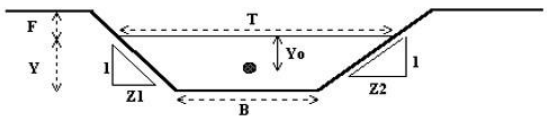
Full Basin Pre Development			
C(2)	I(2)	Area Acre	Q(2)
0.02	0.55	31.10	0.34
C(5)	I(5)	Area Acre	Q(5)
0.02	0.74	31.10	0.46
C(10)	I(10)	Area Acre	Q(10)
0.02	0.92	31.10	0.57
C(100)	I(100)	Area Acre	Q(100)
0.19	1.68	31.10	9.93
Full Basin Post Development			
C(2)	I(2)	Area Acre	Q(2)
0.48	0.55	31.10	8.18
C(5)	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

Project: 2024118
Channel ID: Proposed pass through swale vegetated



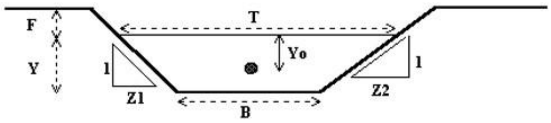
Design Information (Input)			
Channel Invert Slope	So =	0.0200	ft/ft
Manning's n	n =	0.035	
Bottom Width	B =	0.00	ft
Left Side Slope	Z1 =	4.00	ft/ft
Right Side Slope	Z2 =	4.00	ft/ft
Freeboard Height	F =	2.00	ft
Design Water Depth	Y =	**1.25**	ft

Normal Flow Condtion (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

Clear all cells

Critical Flow Analysis - Trapezoidal Channel

Project: 2024118
Channel ID: Proposed pass through swale vegetated



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

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.

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SOIL AND FOUNDATION REPORT

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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 floors 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:

Jennifer D. Migliorato

Reviewed by:

COLORADO LICENSED
ROGER J SHAFER
29008
9/13/2024
PROFESSIONAL ENGINEER

Roger J. Shafer, P.E.

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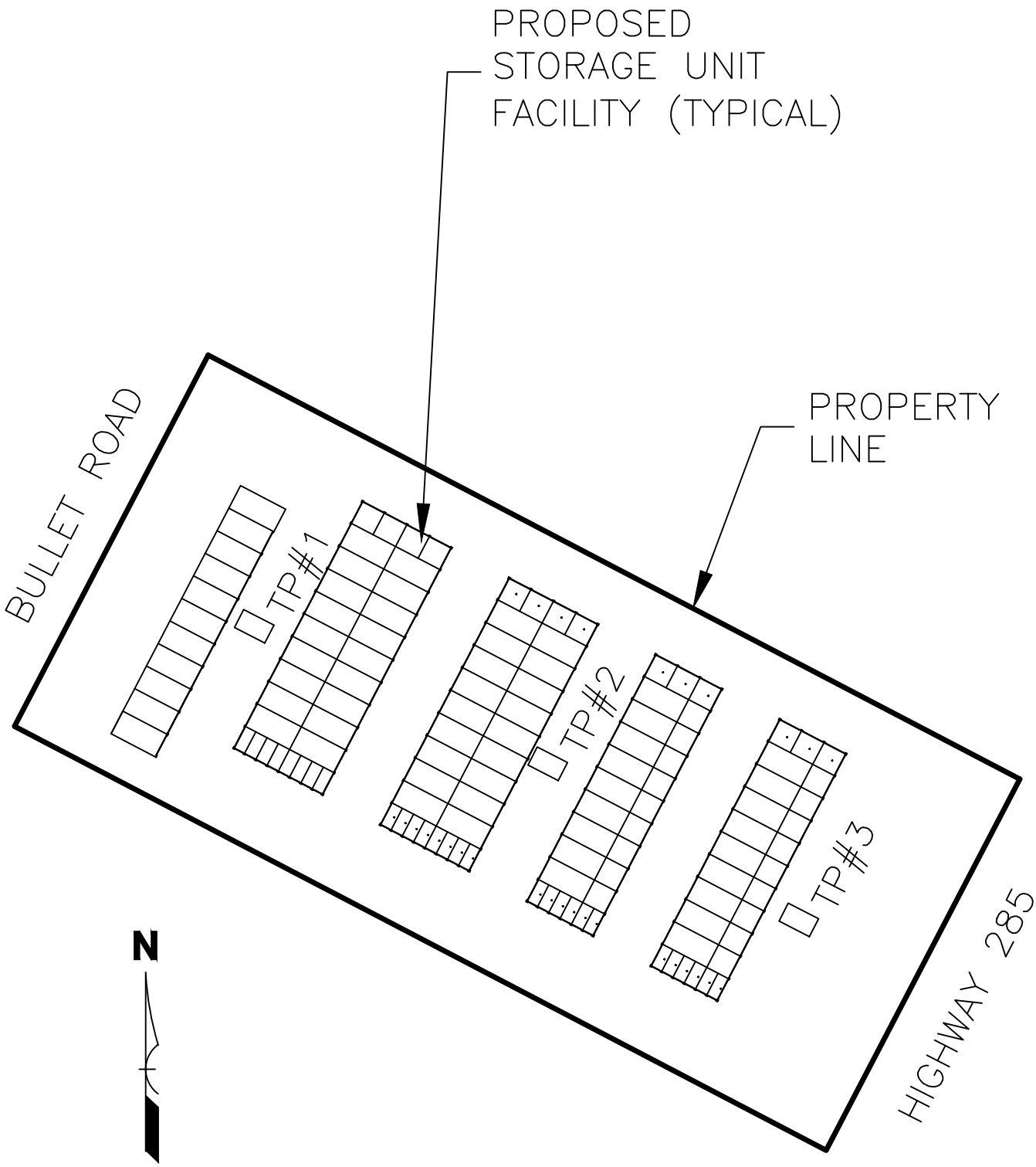
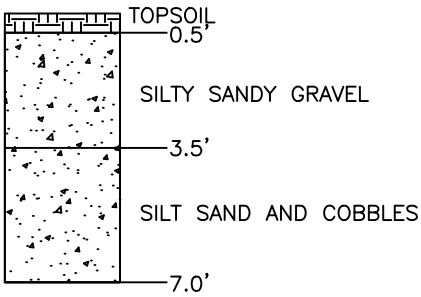
JDM:RJS



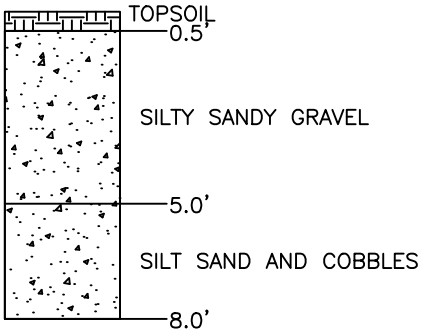
SITE PLAN
NOT TO SCALE

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 DRAWN BY: JDM SCALE: SHOWN REVISIONS:	LOCATIONS OF TEST PIT(S) FIGURE 1

PROFILE #1



PROFILE #2



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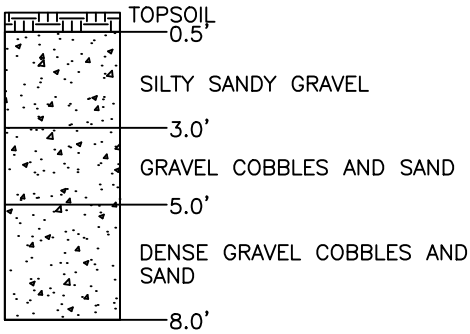
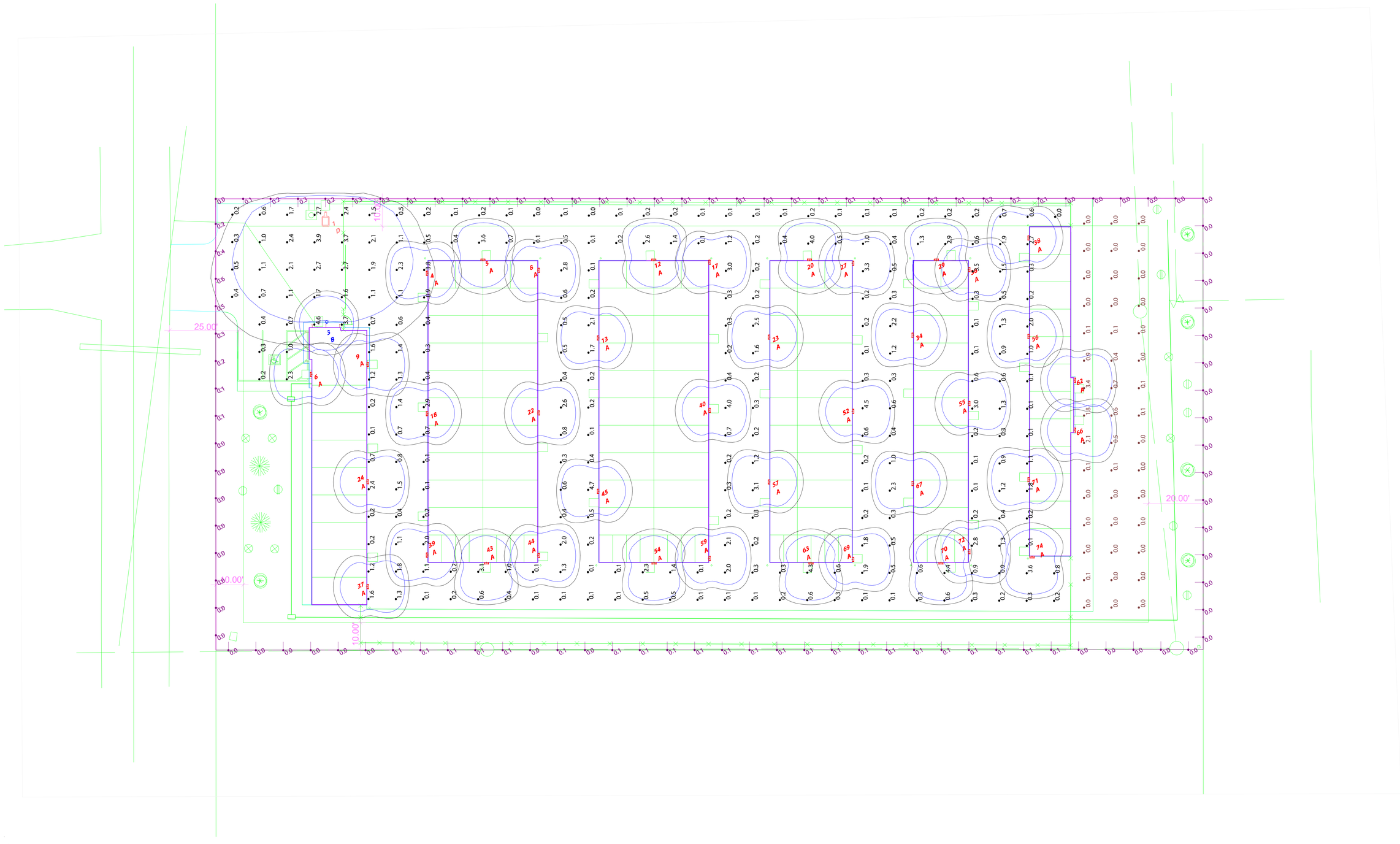


NOTES:

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 Certificate Number:
LC2011-8466

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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	PROJECT # 275621
Date:8/1/2025	CASE # 01634438

Filename: Fairplay Mini Storage 01634438D.AGI

Drawn By:Donald G. Andrews, LC

Filename: C:\Users\donald.andrews\RAB Lighting Dropbox\Lighting Design\Job Files\Electrical Lines\Electrical Lines 105976\Fairplay Mini Storage\Working Files\AGI\Fairplay Mini Storage 01634438D.AGI

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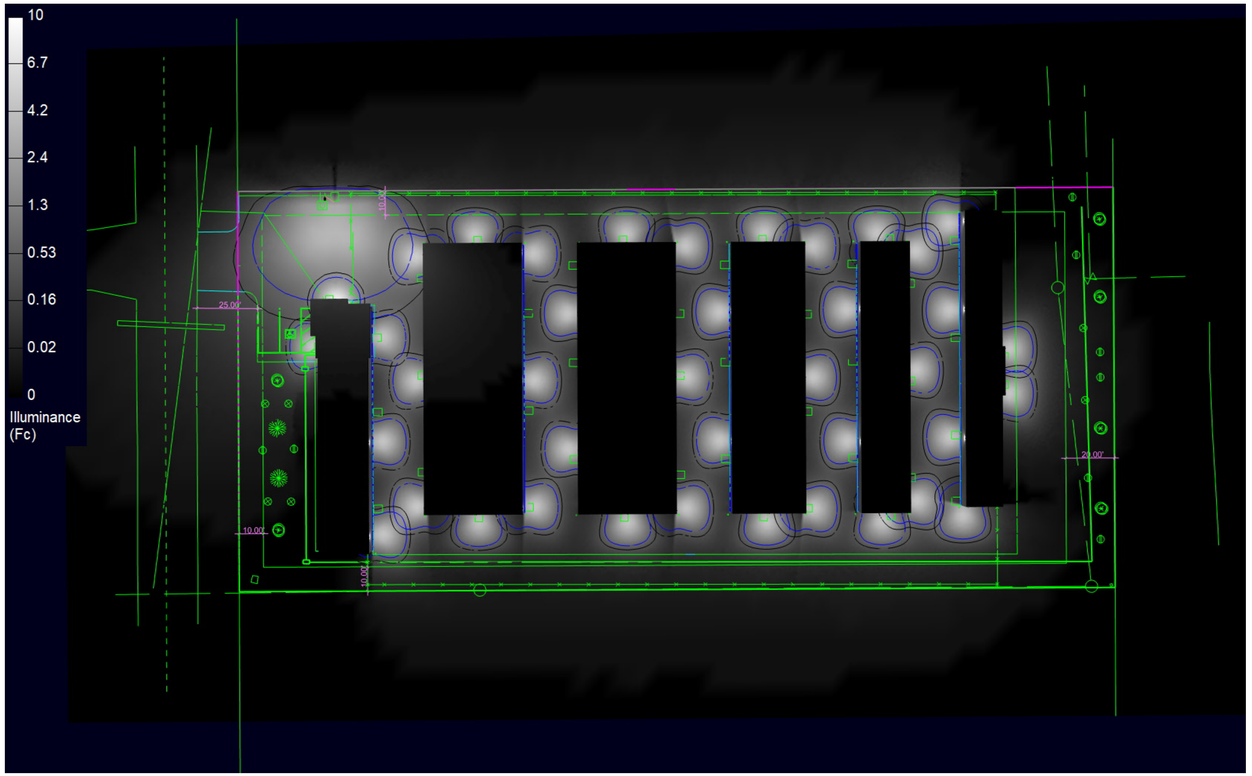

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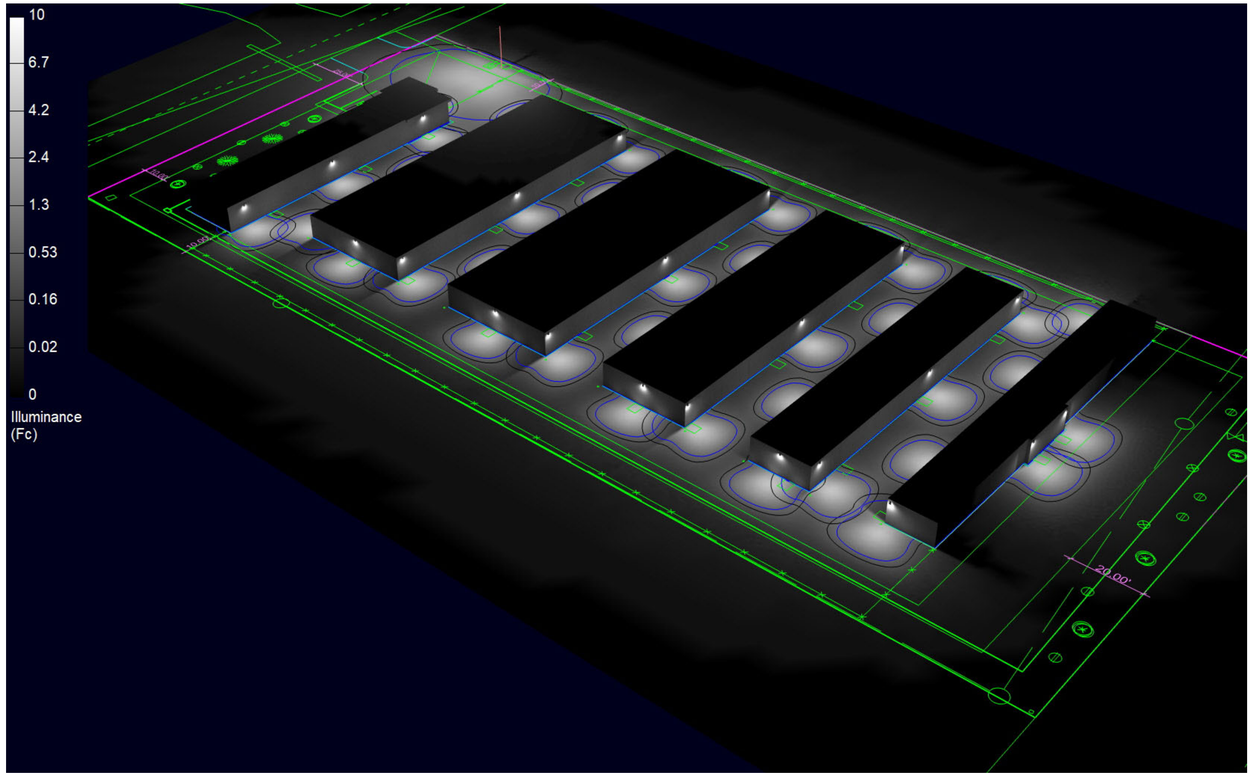

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PLOT TO 24"X36"PAGE

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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:
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PLOT TO 24"X36"PAGE

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Scale: as noted

Date:8/1/2025

PROJECT # 275621

CASE # 01634438

Filename: Fairplay Mini Storage 01634438D.AGI

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PLOT TO 24"X36"PAGE

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 **All quotes/orders generated from this layout must be forwarded to the Local Rep Agency**

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	ALEDSHS4TY_WS2	Single	5135	1.000	Pole Mount | Type IV | House Side Shield | Wattstopper MS | 40W @ 3000K	40.2	40.2	B1-U0-G2

Total Watts = 309.19w
Total Site Area = 59,242 sf
Lighting Power Densities = 0.0052 w/sf

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

ALEDSHS4TY_WS2

CR4-8W

PS4-11-15D2

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 fixtures 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 hereon 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/ip.

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RAB does not warranty, either implied or stated, actual measured light levels or energy consumption levels as compared to those illustrated by the Lighting Design.

RAB does not warranty, either implied or stated, nor represents 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 lumen output of the fixtures being ordered (as shown on RAB's website) match the lumen output shown in the Lighting Design. Occasionally, Lighting Designs previously provided use fixtures that are then updated prior to an order and such updates could change the lumen output of the fixture. This in turn, could impact the installed lighting performance that differs from the Lighting Design.

PROJECT # 275621

Scale: as noted

CASE # 01634438

Date:8/1/2025

Job Name:
Fairplay Mini Storage
Fairplay, CO

Lighting Layout
Version D

Filename: Fairplay Mini Storage 01634438D.AGI

Drawn By:Donald G. Andrews, LC

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

Filename: C:\Users\donald.andrews\RAB Lighting Dropbox\Lighting Design\Job Files\Electrical Lines\Electrical Lines 105976\Fairplay Mini Storage\Working Files\AGI\Fairplay Mini Storage 01634438D.AGI

RAB
408 W 14th Street, New York, NY 10014
888 722-1000 • rablighting.com

SLIMXXS

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

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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

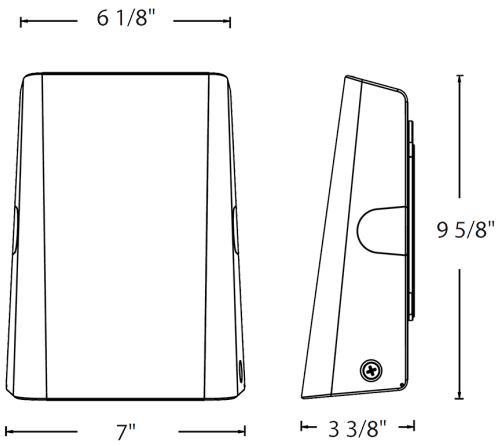
Installation

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

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ALEDS4TY/WS2

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

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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 luminaries 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.

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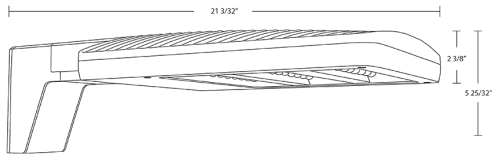
ALEDS4TY/WS2

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 Warm [1] **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 lens [3]

[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 0n Large & Extra Large fixtures*

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ALEDSHS

102

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

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CR4

103

Color: White

Weight: 0.9 lbs

Project:	Type:
Prepared By:	Date:

Driver Info

Type	Constant Current, Class A
120V	0.11A
208V	N/A
240V	N/A
277V	0.04A
Input Watts	10/8/06W

LED Info

Watts	10/8/06W
Color Temp	2700/3000/3500/4000/5000K
Color Accuracy	90 CRI
L70 Lifespan	50,000 Hours
Lumens	1,000/800/600 lm
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

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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.

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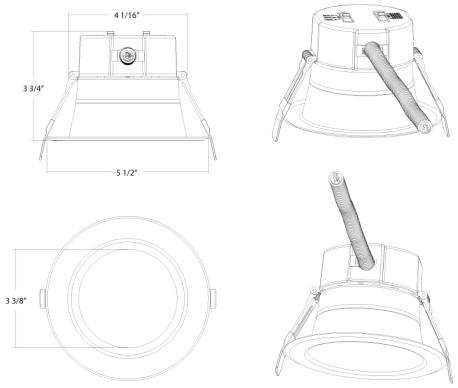
CR4

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

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PS4-11-15D2

106

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/435lb.
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.

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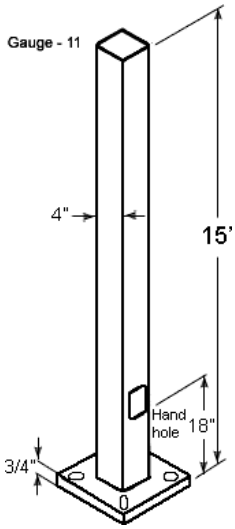
PS4-11-15D2

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

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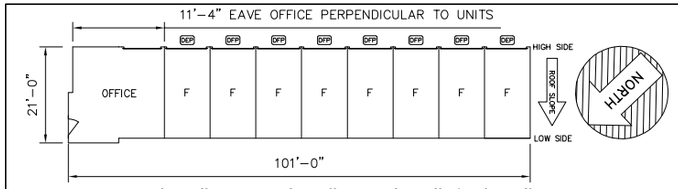
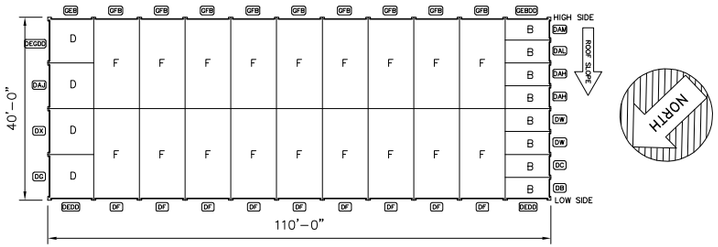
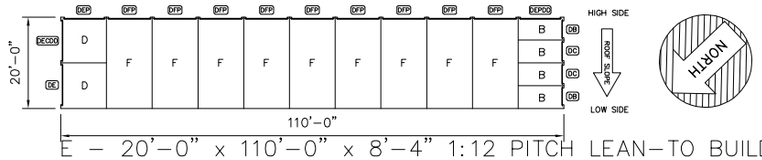
NOTE: EXTERIOR FINISHES, AND INSULATED OVERHEAD DOOR FOR BUILDING A SUPPLIED AND INSTALLED BY OTHERS



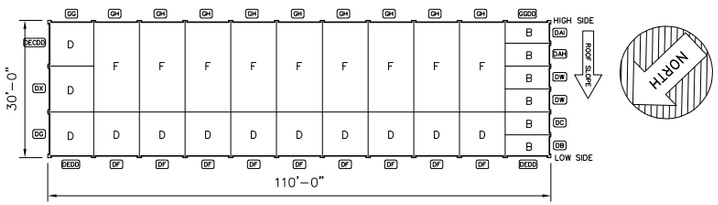
A – 21'-0" x 101'-0" x 8'-4"/11'-4" 1:12 PITCH LEAN-TO BUILDING SYSTEM



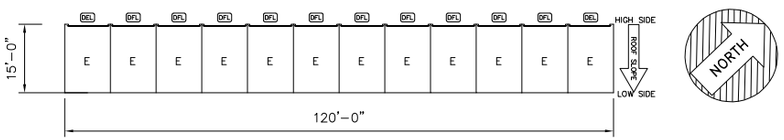
B & C – 40'-0" x 110'-0" x 8'-4" 1:12 PITCH LEAN-TO BUILDING SYSTEM



E – 20'-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

UNIT MIX

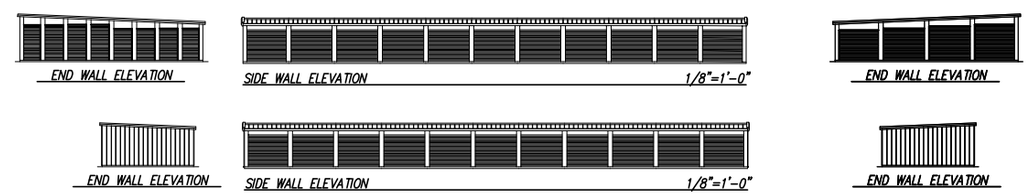
LABEL	UNIT SIZE	# UNITS	%	SQ. FEET
B	5 x 10	26	21.1	1300
D	10 x 10	22	17.9	2200
E	10 x 15	12	9.8	1800
F	10 x 20	62	50.4	12400
OFFI	20 x 20	1	0.8	400
	TOTAL	123	100	18100

DOOR SCHEDULE

QTY	CODE	TYPE	SIZE	ROUGH OPENING (REF.)	MANUF.	DESCRIPTION	COLOR
5	DAH	ROLL-UP	4'-0" x 7'-4"	4'-0" x 7'-4"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
1	DAI	ROLL-UP	3'-8" x 7'-4"	3'-8" x 7'-4"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
2	DAJ	ROLL-UP	9'-0" x 7'-4"	9'-0" x 7'-4"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
2	DAL	ROLL-UP	4'-0" x 7'-9"	4'-0" x 7'-9"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
2	DAM	ROLL-UP	3'-8" x 7'-9"	3'-8" x 7'-9"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
5	DB	ROLL-UP	3'-8" x 7'-0"	3'-8" x 7'-0"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
5	DC	ROLL-UP	4'-0" x 7'-0"	4'-0" x 7'-0"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
1	DE	ROLL-UP	8'-8" x 7'-0"	8'-8" x 7'-0"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
2	DECDD	ROLL-UP	8'-8" x 7'-3"	8'-8" x 7'-3.75"	TRAC-RITE/eq.	NON-OPERATIONAL DOOR	COLORED
6	DEDD	ROLL-UP	8'-8" x 7'-0"	8'-8" x 7'-0"	TRAC-RITE/eq.	NON-OPERATIONAL DOOR	COLORED
2	DEGDD	ROLL-UP	8'-8" x 7'-8"	8'-8" x 7'-8.75"	TRAC-RITE/eq.	NON-OPERATIONAL DOOR	COLORED
2	DEL	ROLL-UP	8'-8" x 8'-3"	8'-8" x 8'-3"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
3	DEP	ROLL-UP	8'-8" x 8'-8"	8'-8" x 8'-8"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
1	DEPDD	ROLL-UP	8'-8" x 8'-8"	8'-8" x 8'-8"	TRAC-RITE/eq.	NON-OPERATIONAL DOOR	COLORED
27	DF	ROLL-UP	9'-0" x 7'-0"	9'-0" x 7'-0"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
10	DFL	ROLL-UP	9'-0" x 8'-3"	9'-0" x 8'-3"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
15	DFP	ROLL-UP	9'-0" x 8'-8"	9'-0" x 8'-8"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
3	DG	ROLL-UP	8'-8" x 6'-6"	8'-8" x 6'-6"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
6	DW	ROLL-UP	4'-0" x 6'-11"	4'-0" x 6'-11"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
3	DX	ROLL-UP	9'-0" x 6'-11"	9'-0" x 6'-11"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
2	GEB	ROLL-UP	8'-8" x 10'-2"	8'-8" x 10'-2.5"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
2	GEBDD	ROLL-UP	8'-8" x 10'-2"	8'-8" x 10'-2.5"	TRAC-RITE/eq.	NON-OPERATIONAL DOOR	COLORED
18	GFB	ROLL-UP	9'-0" x 10'-2"	9'-0" x 10'-2.5"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
1	GG	ROLL-UP	8'-8" x 9'-6"	8'-8" x 9'-6"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED
1	GGDD	ROLL-UP	8'-8" x 9'-6"	8'-8" x 9'-6"	TRAC-RITE/eq.	NON-OPERATIONAL DOOR	COLORED
9	GH	ROLL-UP	9'-0" x 9'-6"	9'-0" x 9'-6"	TRAC-RITE/eq.	ROLL-UP DOOR	COLORED

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.



** 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.

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 _____

TRACHTE BUILDING SYSTEMS, Inc.

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Revisions:	By:
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

Job Description: 1

Proposed Storage System for: BUCK FINLEY

FAIRPLAY, CO

Sheet Title: FLOOR PLAN

Plan #: 59964

SALES ONLY

LANDSCAPE NOTES

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 AND STRUCTURES. THE LANDSCAPE 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 LOCATION AND STAKING OF ALL PLANT MATERIALS 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 SECURED HAYBALES AND/OR SNOWFENCE AT DRIP LINE OF TREE. AREAS TO REMAIN UNDISTURBED SHALL BE PROTECTED WITH PLASTIC SNOW FENCING ATTACHED 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, NULON 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 STICKS, ROOTS, RUBBISH AND EXTRANEOUS MATTER.
    -DISTRIBUTE 1" OF TOPSOIL TO BE CULTIVATED INTO NATIVE SOIL.
    -GRADE AREAS TO A SMOOTH, FREE DRAINING, EVEN SURFACE WITH A LOOSE, MODERATELY COARSE TEXTURE. REMOVE RIDGES AND FILL DEPRESSIONS AS REQUIRED TO DRAIN.
13) 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 NEILS LUNCEFORD NURSERY, SILVERTHORNE, COLORADO OR APPROVED EQUAL.
14) ONE APPLICATION OF A DI-AMONIUM PHOSPHATE FERTILIZER, 18-46-0 AT THE RATE OF 8 LBS PER 1,000 S.F., SHALL BE BROADCAST PRIOR TO SEEDING.
15) ALL SEEDED AREAS WITH A SLOPE OF 2:1 OR GREATER SHALL BE CONTROLLED WITH EROSION CONTROL NETTING.
16) AFTER SEEDING, RAKE OR DRAG SURFACE OF SOIL LIGHTLY TO REINCORPORATE SEED INTO TOP 1/8" OF SOIL.
17) 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.
18) 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 GRASSES ARE ESTABLISHED.
19) 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.
20) DRIP AREAS NOT SHOWN WITH OTHER TYPES OF HARDSCAPE TO RECEIVE 4" THICK 1.5" CRUSHED STONE, FROM 2'0" PAST DRIP LINE TO FACE OF BUILDING. INCLUDE GEOTEXTILE FABRIC BELOW FOR WEED CONTROL & LANDSCAPE EDGING FLUSH WITH TOP OF STONE.

HARDSCAPE LEGEND

- 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)

LANDSCAPING SCHEDULE

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

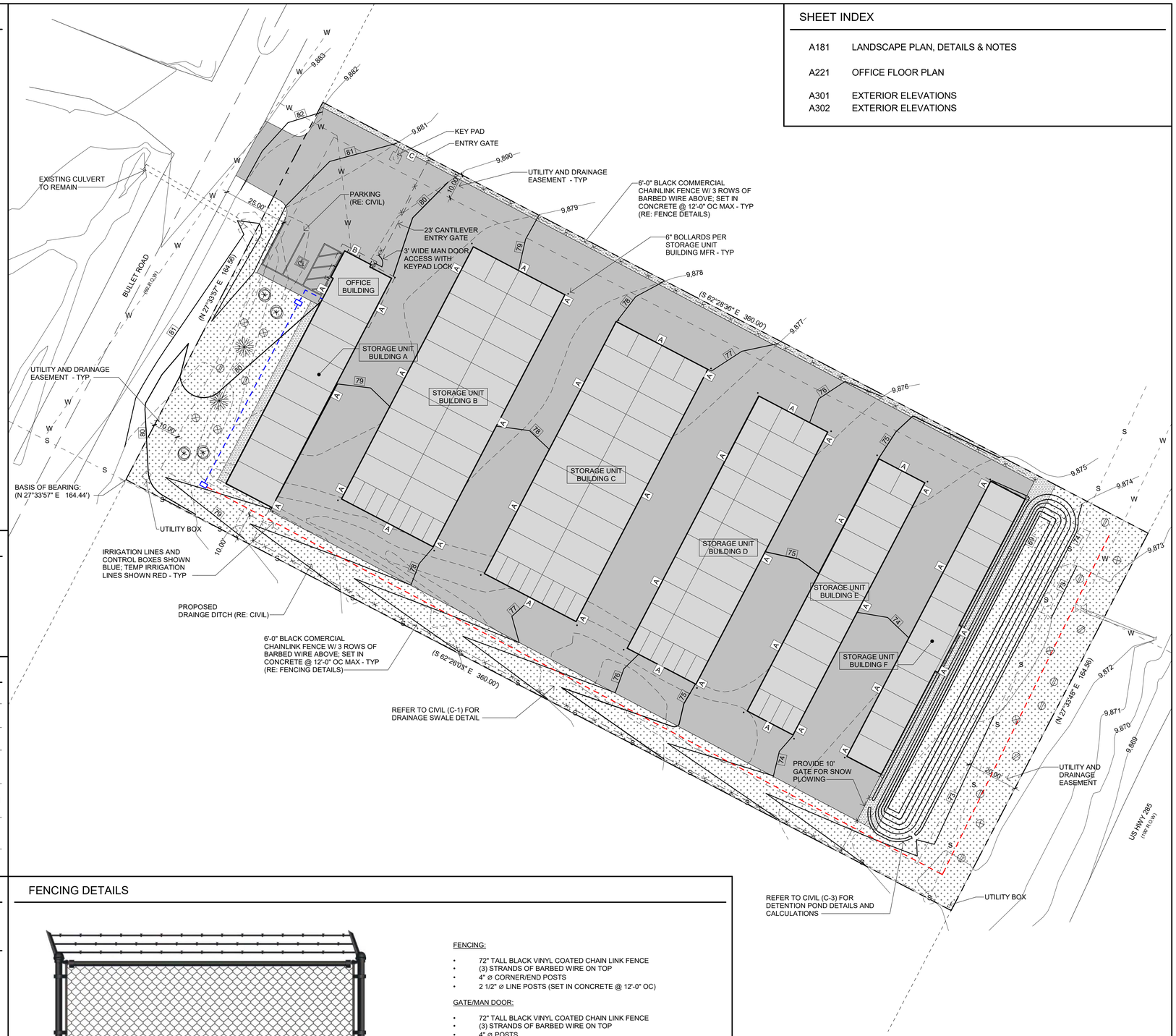
EXTERIOR LIGHTING SCHEDULE

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.

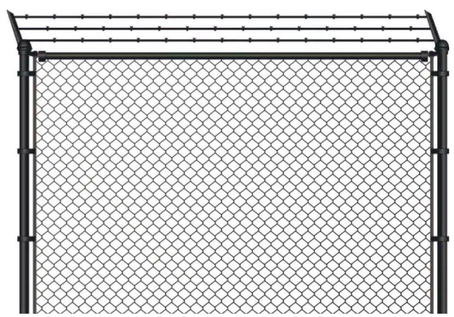
TAG	TYPE	MFR/MODEL	LAMPS	NOTES
A	LED CUT OFF WALL PACKS	RAB - SLIMXXS	7W LED	- PHOTOCELL CONTROL SENSORS
B	LED RECESSED CAN LIGHT	RAB - CR4-8W	8W LED	
C	LED PARKING LOT AREA LIGHT	RAB - ALEDSHS4TY_WS2	40W LED	- PHOTOCELL CONTROL SENSORS

SITE CALCULATIONS

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



FENCING DETAILS



FENCING:

- 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)

GATE/MAN DOOR:

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

LANDSCPAE PLAN SYMBOL:

12'-0" OC MAX
NTS

1 / A181 LANDSCAPE PLAN

SCALE: 1" = 20'-0"

0 5 10 20 30

NORTH

SHEET INDEX

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

STAIS ARCHITECTURE & INTERIORS
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STATE OF COLORADO
MATTHEW A. STAIS
C-4581
august 2025
LICENSED ARCHITECT

STAISARCHITECTS.COM

Bullet Road Storage

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

LANDSCAPE PLAN, DETAILS & NOTES

A181

8/11/2025 11:40:37 AM \\staisarchitects.com\shares\users\nick\Documents\Fairplay Mini Storage R25_nickZ5LPQ.rvt

GENERAL NOTES

1) 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 CONFORM TO APPLICABLE CODES, REGULATIONS, AND RESTRICTIONS. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED PERMITS, LICENSES, INSPECTIONS AND APPROVALS.

2) 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.

3) 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.

4) THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL WORK AND SCHEDULE, 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.

5) 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.

6) 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.

7) 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.

8) 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. REFER 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.

9) 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.

10) 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).

11) 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.

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

13) 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.

14) 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.

15) 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.

16) 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 PLYWOOD SUBFLOOR, TOP OF WALL PLATES, AND TOP OF BEAMS UNLESS OTHERWISE NOTED. DOOR OPENINGS TO BE 4" FROM ADJACENT WALL @ WOOD FRAMING; 8" FROM ADJACENT WALL @ CONCRETE; OR CENTERED IN WALL AS INDICATED ON FLOOR PLANS.

17) 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/OR CONSULTANTS SHALL REVIEW AND APPROVE ALL LAYOUTS IN THE FIELD PRIOR TO COMMENCEMENT OF SAID WORK.

18) WHEN NECESSARY TO BORE STRUCTURAL MEMBERS FOR ELECTRICAL/MECHANICAL RUNS, SUCH HOLES SHALL BE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODE REQUIREMENTS, MANUFACTURER'S INSTRUCTIONS, AND STRUCTURAL DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ARCHITECT/ENGINEER'S APPROVAL PRIOR TO ANY CUTTING, NOTCHING OR DRILLING WHICH MAY AFFECT THE INTEGRITY OF THE STRUCTURE.

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

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

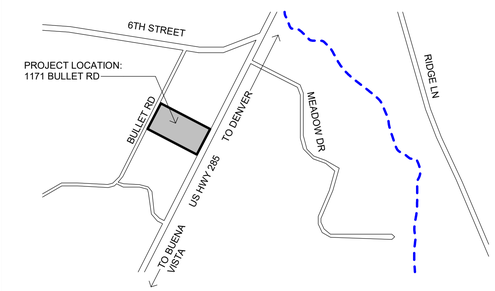
21) ALL INTERIOR WALLS SHALL EXTEND FROM FLOOR ELEVATION TO UNDERSIDE OF STRUCTURE ABOVE, UNLESS OTHERWISE NOTED.

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

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

24) 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 PRIOR TO CONSTRUCTION; THEREFORE, ANY PRICING OR 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.

VICINITY MAP



SITE CALCULATIONS

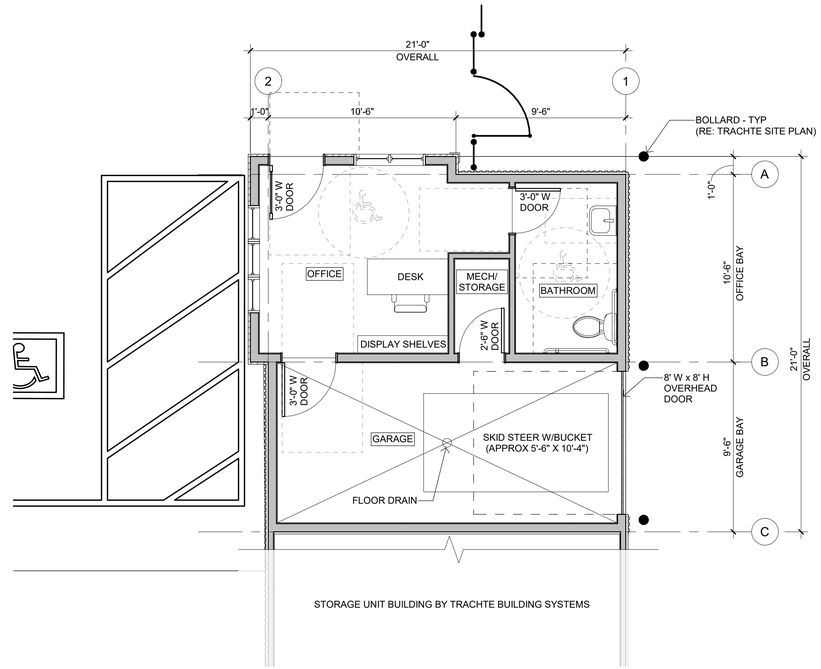
	AREA
PROPOSED ASPHALT & BUILDGS (IMPERVIOUS)	43,077 SQ FT (72%)
PROPOSED OPEN SPACE (LANDSCAPING & DRAINAGE)	16,165 SQ FT (28%)
TOTAL:	59,242 SQ FT (100%)

EXTERIOR MATERIALS SCHEDULE

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

NOTES:

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 P.T. 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 SHIELD 2'-6" VERT UP WALL; WRAP INTO OPENINGS; MTL FLASHING EXPOSED 6" UP WALL; TYPICAL AT ALL SIDEWALL CONDITIONS.
5) EXTERIOR PAINT & STAIN AREAS TO RECEIVE (2) COATS MINIMUM, PLUS PRIMER COAT.
6) SIDING MATERIAL CHANGES TO OCCUR AT INTERIOR CORNERS.



1 A221 OFFICE FLOOR PLAN

SCALE: 1/4" = 1'-0"

0 4 8 12 16

NORTH

2 A221 3D VIEW FROM NORTHEAST

SCALE:

TRACHTE BUILDING SYSTEMS COLORS SHOWN:

EXTERIOR WALL PANELS - ASH GRAY

DOOR AND TRIM - MATTE BLACK

STANDING SEAM ROOF - MATTE BLACK

3 A221 COLOR SAMPLE FOR STORAGE UNIT BUILDINGS

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

STAIS ARCHITECTURE & INTERIORS

409 east main street
p o box 4175
frisco . colorado 80443
970 453 0444

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Bullet Road Storage

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
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OFFICE FLOOR PLAN

draft

A221

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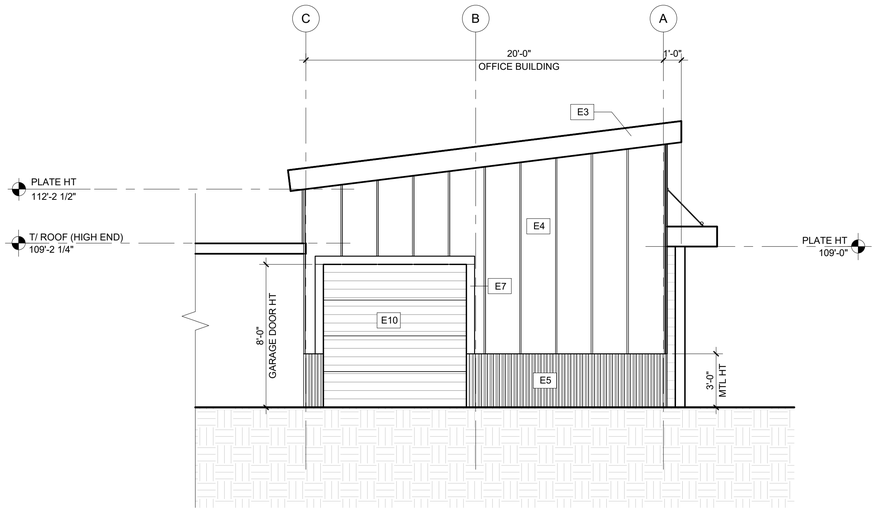
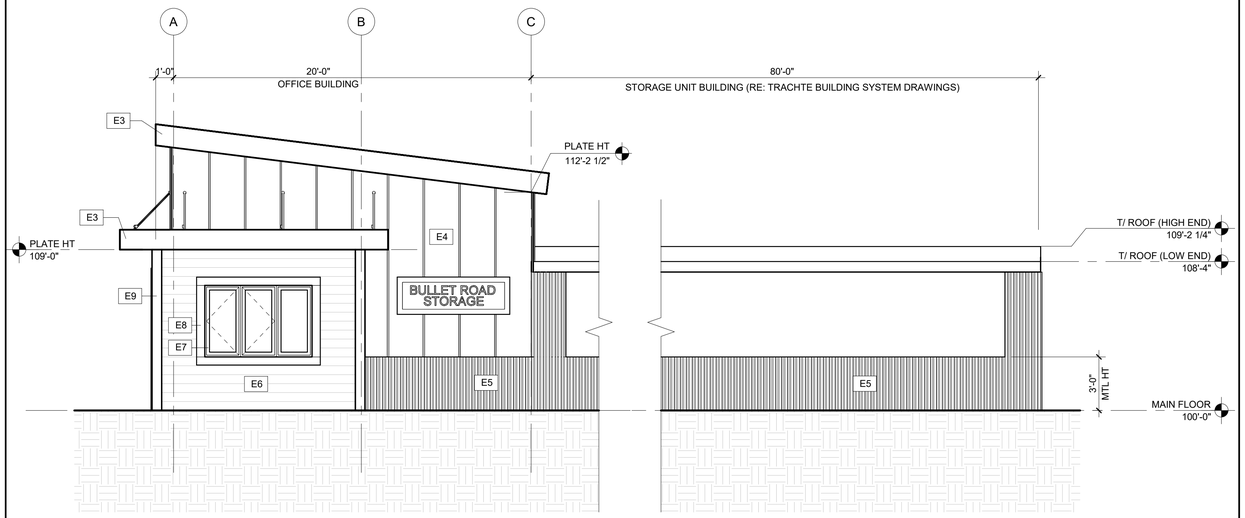


NOTE: METAL WAINSCOT PER OWNER. STROAGE UNIT BUILDING MATERIALS PER TRACHTE BUILDING SYSTEMS

3 / A301 EAST ELEVATION (BLDG A - BULLET RD)

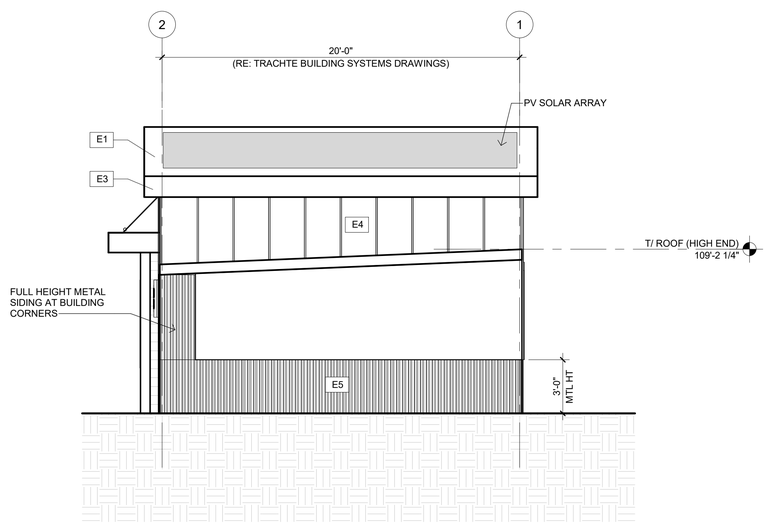
SCALE: 1/4" = 1'-0"



NOTE: METAL WAINSCOT PER OWNER. STROAGE UNIT BUILDING MATERIALS PER TRACHTE BUILDING SYSTEMS

1 / A301 WEST ELEVATION (BLDG A - BULLET RD)

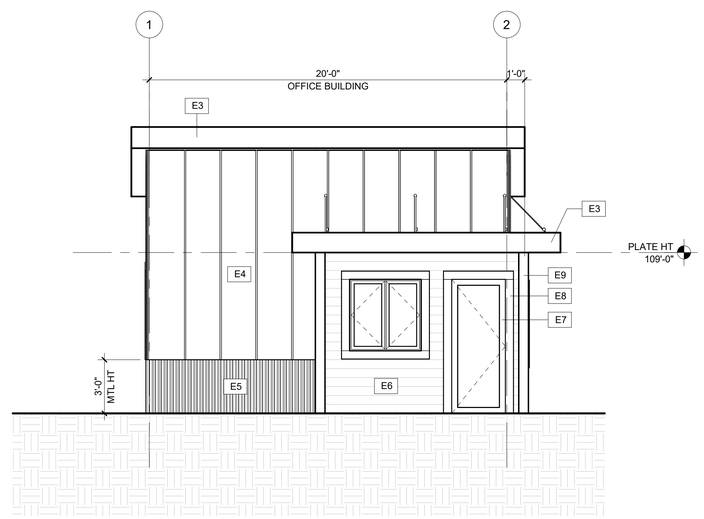
SCALE: 1/4" = 1'-0"



NOTE: METAL WAINSCOT PER OWNER. STROAGE UNIT BUILDING MATERIALS PER TRACHTE BUILDING SYSTEMS

4 / A301 SOUTH ELEVATION (BLDG A - BULLET RD)

SCALE: 1/4" = 1'-0"



NOTE: METAL WAINSCOT PER OWNER. STROAGE UNIT BUILDING MATERIALS PER TRACHTE BUILDING SYSTEMS

2 / A301 NORTH ELEVATION (BLDG A - BULLET RD)

SCALE: 1/4" = 1'-0"

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EXTERIOR ELEVATIONS

draft

A301

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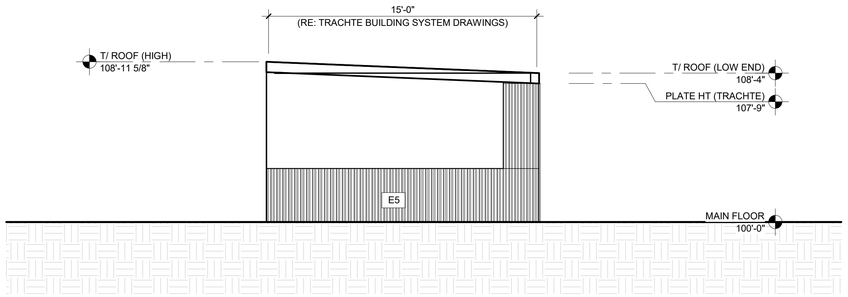
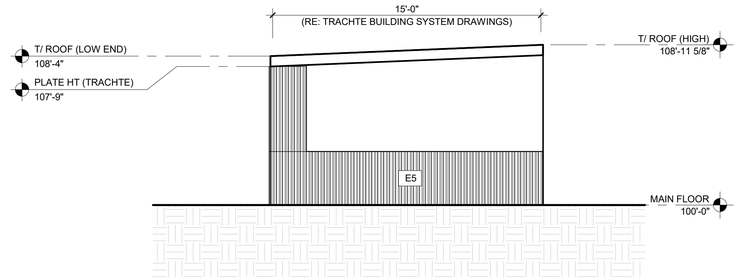


NOTE: METAL WAINSCOT PER OWNER. STROAGE UNIT BUILDING MATERIALS PER TRACHTE BUILDING SYSTEMS

3 / A302 SOUTH ELEVATION (BLDG F - US HWY 285)

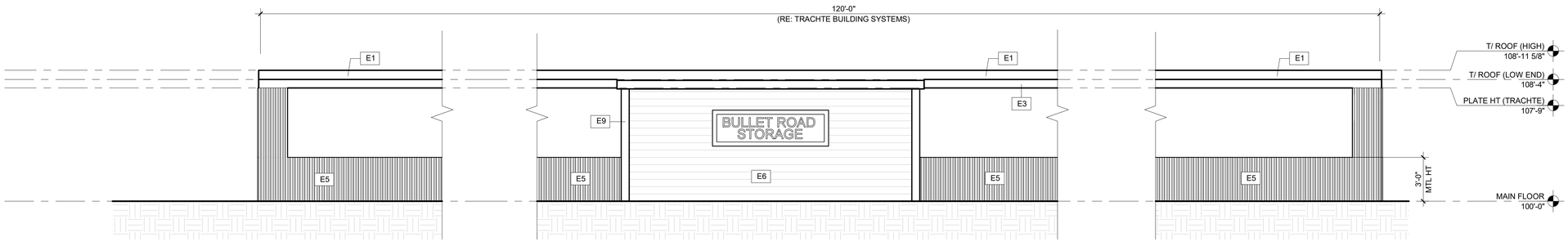
SCALE: 1/4" = 1'-0"



NOTE: METAL WAINSCOT PER OWNER. STROAGE UNIT BUILDING MATERIALS PER TRACHTE BUILDING SYSTEMS

1 / A302 NORTH ELEVATION (BLDG F - US HWY 285)

SCALE: 1/4" = 1'-0"



NOTE: METAL WAINSCOT PER OWNER. STROAGE UNIT BUILDING MATERIALS PER TRACHTE BUILDING SYSTEMS

2 / A302 EAST ELEVATION (BLDG F - US HWY 285)

SCALE: 1/4" = 1'-0"

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EXTERIOR ELEVATIONS

draft

A302

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STAIS ARCHITECTURE & INTERIORS

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 4,181sq 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.

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.

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& INTERIORS

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,

Nick Musial

po box 4175 . frisco . colorado 80443 | 970 . 453 . 0444 | staisarchitects.com

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.

DRAFT

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

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.

DRAFT

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

NOTICE
PUBLIC HEARING

NOTICE
PUBLIC HEARING
PURPOSE
TO CONSIDER APPLICATION FROM BUCK FINLEY FOR A SPECIAL USE PERMIT (SUP) FOR PERSONAL STORAGE UNITS IN THE COMMERICAL (C) ZONE DISTRICT AND A VARIANCE REQUEST FROM DESIGN REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE AT 1171 BULLET ROAD.
HEARING ON APPLICATION TO BE HELD AT:
TIME 6:00 P.M.
DATE MONDAY - AUG 18, 2025
ADDRESS FAIR PLAY TOWN HALL
901 MAIN STREET
BY ORDER OF BOARD OF TRUSTEES
CALL 719-836-8622 DPTS
FOR MORE DETAILS

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

STAFF MEMORANDUM

To: Board of Trustees

From: Joseph Rivera, Town Attorney

Re: ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING A LEASE PURCHASE FINANCING TO PROVIDE FUNDS TO FINANCE THE ACQUISITION OF CERTAIN REAL PROPERTY FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AND IN CONNECTION THEREWITH, AUTHORIZING AND APPROVING A SITE LEASE, A LEASE PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE FINANCING; AND PROVIDING OTHER DETAILS AND PARAMETERS AND AUTHORIZATION IN CONNECTION WITH THE FINANCING

Date: October 6, 2025

Ordinance No 6 establishes the funding necessary for the Town's purchase of the two parcels on Beaver Creek Road adjacent to the Town's water plant, Parcel #48990 and Parcel #48989 (the "Watershed Parcels"). The Town is purchasing the Watershed Parcels through a lease purchase agreement for the sum of $360k, plus applicable interest and costs.

In structuring the financing of the purchase of the Watershed Parcels as a lease purchase agreement, the purchase complies with applicable TABOR restrictions.

Alongside the town's purchase of the Watershed Parcels, in a separate but parallel transaction, the Town is also purchasing water certificates for the sum of $70k. The Town is not financing this purchase. The Town's purchase of the water certificates is conditioned upon the Town's purchase of the Watershed Parcels.

The Watershed Parcels and the water certificates will be conveyed at the same closing, at the soonest date possible after the effective date of Ordinance No. 6 (30 days after publication).

Suggested Motion:

- I move to approve Ordinance No. 6, an ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING A LEASE PURCHASE FINANCING TO PROVIDE FUNDS TO FINANCE THE ACQUISITION OF CERTAIN REAL PROPERTY FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AND IN CONNECTION THEREWITH, AUTHORIZING AND APPROVING A SITE LEASE, A LEASE PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE FINANCING; AND PROVIDING OTHER DETAILS AND PARAMETERS AND AUTHORIZATION IN CONNECTION WITH THE FINANCING.

STATE OF COLORADO)
) SS.
COUNTY OF PARK)

The undersigned, as Town Clerk of the Town of Fairplay, Colorado (the "Town"), does hereby certify that:

1. Attached is a true and correct copy of an ordinance (the "Ordinance") adopted by the Board of Trustees of the Town (the "Board") at a regular meeting held on October 6, 2025.

2. Notice of such meeting was posted in a public place within the boundaries of the Town designated by the Board for the posting of notices of meetings of the Board no less than 24 hours prior to the holding of the meeting.

3. The Ordinance was duly moved, seconded and adopted at such meeting by the affirmative vote of a majority of the members of the Board as follows:

Board of Trustees	**Attendance**		**Voting**		
	Present	Absent	Yes	No	Abstain
Frank Just, Mayor	_____	_____	_____	_____	_____
Ray Douglas, Mayor Pro Tem	_____	_____	_____	_____	_____
Courtney Avery	_____	_____	_____	_____	_____
Erik Baum	_____	_____	_____	_____	_____
Josh Voorhis	_____	_____	_____	_____	_____

4. The Ordinance was duly approved by the Board, signed by the Mayor of the Town, sealed with the Town's seal, attested by the Town Clerk of the Town and recorded in the minutes of the Board.

5. The meeting at which the Ordinance was adopted was noticed, and all proceedings relating to the adoption of the Ordinance were conducted in accordance with all applicable bylaws, rules, regulations, ordinances and resolutions of the Town, in accordance with the normal procedures of the Town relating to such matters, and in accordance with the applicable statutes of the State of Colorado.

[SEAL]

_____
Town Clerk

WITNESS my hand and the seal of this Town as of October 6, 2025.

TOWN OF FAIRPLAY, COLORAOD

ORDINANCE NO. 6
(Series of 2025)

ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO, APPROVING A LEASE PURCHASE FINANCING TO PROVIDE FUNDS TO FINANCE THE ACQUISITION OF CERTAIN REAL PROPERTY FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AND IN CONNECTION THEREWITH, AUTHORIZING AND APPROVING A SITE LEASE, A LEASE PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE FINANCING; AND PROVIDING OTHER DETAILS AND PARAMETERS AND AUTHORIZATION IN CONNECTION WITH THE FINANCING

WHEREAS, the Town of Fairplay, Colorado (the "Town"), is a duly and regularly created, organized and existing statutory Town, body corporate and politic of the State of Colorado (the "State"), existing as such under the Constitution and statutes of the State; and

WHEREAS, pursuant to Section 31-15-801, Colorado Revised Statutes, as amended, the Town is authorized to enter into long-term rental or leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes, and such agreements may include an option to purchase and acquire title to such leased or rented property within a period not exceeding the useful life of such property and in no case exceeding thirty years; and

WHEREAS, the Town desires to secure the ability to expand its water treatment, storage and transmission capacity to provide for future growth by acquiring certain parcels of land near the existing water treatment plant (the "Watershed Parcels"); and

WHEREAS, the Board of Trustees of the Town (the "Board") has determined it is in the best interests of the Town and its inhabitants that the Town finance the acquisition of the Watershed Parcels (the "Project") through the long-term lease and leaseback of such Watershed Parcels (the "Leased Property", as more specifically described in the Lease defined hereafter); and

WHEREAS, under the proposed financing (the "Lease Financing"), pursuant to a Site Lease (the "Site Lease") between the Town, as lessor, and Zions Bancorporation, N.A., or its assigns or subsidiaries , as lender (the "Lender"), the Town will convey a long term leasehold interest in the Leased Property to the Lender for a lump sum payment (the "Lender Rental Payment"), and thereafter, pursuant to a Lease Purchase Agreement (the "Lease"), lease back the Leased Property over a period not to exceed 11 years (which period will not exceed the useful life of the Leased Property); and

WHEREAS, the Lease is to expire on December 31 of any Town fiscal year (each a "Fiscal Year") if the Board has, by such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals (as defined in the Lease) and Additional Rentals (as defined in the Lease) estimated to be payable in the next ensuing Fiscal Year, and such Base Rentals and Additional Rentals payable by the Town shall constitute currently appropriated expenditures of the Town and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of the Town or a mandatory charge or requirement against the Town in any Fiscal Year (as defined in the Lease) beyond the Fiscal Year for which such payments have been appropriated; and

WHEREAS, prior to final reading of this Ordinance, there has been presented to the Board forms of the documents authorized by this Ordinance, including the Site Lease and the Lease; and

WHEREAS, the Board desires to authorize and otherwise proceed with the Lease Financing; therefore

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO:

Section 1. Authorization of Leasehold Conveyance Pursuant to Site Lease. The Board hereby approves the conveyance to the Lender of the leasehold interest in the Leased Property in exchange for the Lender Rental Payment, which shall not exceed an aggregate principal amount of $415,000.00. The duration of the Site Lease shall not exceed 16 years. The Board determines and declares that the amount of the Lender Rental Payment represents fair and adequate consideration to the Town for the sale and conveyance of the leasehold interest in the Leased Property.

Section 2. Document Authorization. The Site Lease and the Lease, in substantially the forms and with substantially the same content as the forms thereof made available to the Board, are in all respects approved, authorized and confirmed, and the Mayor is authorized and directed to execute such documents in substantially the same forms and with substantially the same content as presented to the Board, for and on behalf of the Town, but with such changes therein as the Mayor may deem necessary or appropriate, as evidenced by the execution thereof.

Section 3. Parameters Relating to Lease Financing. The Base Rentals, as set forth in the Lease, shall not exceed $60,000.00 in any Fiscal Year and shall not be payable for a period which is greater than 11 years following the current Fiscal Year. The aggregate amount of the Base Rentals payable under the Lease shall not exceed a total of $565,000.00. The net effective interest rate for the Lease Financing shall not exceed a rate of 6.00% per annum, except in the event of a Determination of Taxability, as may be provided in the Lease.

Section 4. Tax-Exempt Qualification. The Town hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code"), as amended, in that the Lease is not a "private activity bond" as defined in the Code and the reasonably anticipated amount of "qualified tax exempt

obligations" to be issued by the Town (including all subordinate entities of the Town) for the calendar year 2025 will not exceed $10,000,000.

Section 5. Execution of Miscellaneous Documents. The Town Clerk or, in the absence thereof, the designee of the Town Clerk, is hereby authorized and directed to attest all signatures and acts of any official of the Board or the Town in connection with the matters authorized by this Ordinance, and to place the seal of the Town on the Site Lease and the Lease and all other additional certificates, documents and other papers associated with the transactions and other matters authorized by this Ordinance. The Mayor and other officials, employees and agents of the Town are hereby authorized to execute and deliver for and on behalf of the Town any and all additional agreements, certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized or contemplated by this Ordinance. Any action authorized by this Ordinance to be taken by the Mayor may, in the absence of the Mayor, be taken by the Mayor Pro-Tem.

Section 6. Obligations of the Town. No provision of this Ordinance, the Site Lease or the Lease shall be construed as creating or constituting a general obligation or multiple-fiscal year direct or indirect indebtedness or other financial obligation whatsoever of the Town nor a mandatory payment obligation of the Town in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect. The term of the Lease shall not extend beyond one year, subject to annual renewal, and the Town shall have no obligation to make any payment except in connection with the payment of the Base Rentals and Additional Rentals in accordance with the provisions of the Lease.

Section 7. Declarations and Findings. The Board hereby determines and declares that the Base Rentals represent the fair value of the use of the Leased Property, and that the Purchase Option Price (as defined in the Lease) represents the fair purchase price of the Leased Property. The Board hereby determines and declares that the Base Rentals do not exceed a reasonable amount so as to place the Town under an economic or practical compulsion to appropriate moneys to make payments under the Lease or to exercise its option to purchase the Leased Property pursuant to the Lease. In making such determinations, the Board has given consideration to the current market value of the Leased Property, the cost of acquiring, constructing or equipping property similar to the Leased Property, the uses and purposes for which the Leased Property is being and will be employed by the Town, the benefit to the citizens and residents of the Town by reason of the use of the Leased Property pursuant to the terms and provisions of the Lease, the option of the Town to purchase the Leased Property, and the expected eventual vesting of full title to the Leased Property in the Town. The Board hereby determines and declares that the leasing of the Leased Property pursuant to the Lease will result in facilities of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Leased Property were performed, by the Town other than pursuant to the Lease. The Board hereby determines and declares that the duration of the Lease, including all optional renewal terms, authorized under this Ordinance, does not exceed the weighted average useful life of the Leased Property.

Section 8. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Board or by the officers and

employees of the Town directed toward the Lease Financing for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 9. Headings. The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 10. Repealer. All orders, bylaws, ordinances, and resolutions of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

Section 11. Posting, Publication and Effective Date. This Ordinance shall become effective immediately upon passage by the Board of Trustees and shall be published in full in the newspaper on or before October 11, 2025.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED IN FULL by the Board of Trustees of the Town of Fairplay, Colorado on this 6th day of October, 2025.

TOWN OF FAIRPLAY, COLORADO

By: _____
Frank Just, Mayor

Attest:

_____
Town Clerk

THIS ORDINANCE IS ON FILE IN THE TOWN CLERK'S OFFICE FOR PUBLIC INSPECTION.

APPROVED AS TO FORM:

By: _____
Town Attorney

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: Joe Rivera, Town Attorney

RE: Ord No. 7, Series of 2025 Waiver of Modification of Code Requirements

DATE: October 6, 2025

BACKGROUND/ANALYSIS
At the Board's July 21, 2025, meeting, Town staff presented to the Board ways in which the land use application process may be streamlined to accommodate and facilitate the land use application process, particularly for smaller projects. The attached Ordinance No. 7 is a product of the July 21, 2025 Board discussion.

The attached Ordinance No. sets up a process where any person submitting a land use application to the Town may ask the Board to waive or modify an otherwise required report or study or other requirement of the Town's land use code. Consistent with the Board's direction, this process is targeted towards smaller projects and requires Board approval.

Suggested Motion:

- I move to approve Ordinance No. 7, AN ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO PERMITTING THE BOARD OF TRUSTEES TO WAIVE OR MODIFY AN OTHERWISE APPLICABLE REQUIREMENT OF CHAPTER 16 OF THE FAIRPLAY MUNICIPAL CODE (UNIFIED DEVELOPMENT CODE).

ATTACHMENTS
Ordinance No. 7, Series of 2025

TOWN OF FAIRPLAY, COLORADO

ORDINANCE NO. 7
(Series of 2025)

AN ORDINANCE OF THE TOWN OF FAIRPLAY, COLORADO PERMITTING THE BOARD OF TRUSTEES TO WAIVE OR MODIFY AN OTHERWISE APPLICABLE REQUIREMENT OF CHAPTER 16 OF THE FAIRPLAY MUNICIPAL CODE (UNIFIED DEVELOPMENT CODE)

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, pursuant to C.R.S. §31-16-101, *et seq*., the Board has the authority, to adopt and enforce all ordinances and enact laws to govern and regulate the use of land within its territory; and

WHEREAS, the Town's Unified Development Code, Chapter 16 of Fairplay Municipal Code, sets forth the Town's land use and zoning standards; and

WHEREAS, to better align the applicable land use approval requirements with the Town's community development goals and impact of the smaller projects on the Town's resources; and

WHEREAS, the Board finds that establishing a process by which applicants may obtain from the Board a waiver or modification of an otherwise applicable land use requirement is a means to streamline the application process for smaller land use projects, and such a streamlined process is in the best interest of the public health, safety and welfare of the citizens of the Town of Fairplay.

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

SECTION 1. ADD

Sec. 16-3-100. Waiver or modification of required reports or study or other preliminary requirement in support of application.

(A) The purpose of this section is the facilitate smaller projects and convey to the Board of Trustees the authority to apply this Chapter proportionally to smaller projects during the early application stages.

(B) Under written request by an applicant, the Board of Trustees may waive or modify a requirement under this Chapter to submit a report or study or other preliminary requirement in support of an application.

(C) In submitting to the Board of Trustees an application to waive or modify an otherwise required report or study or other requirement, the applicant shall provide the following information:

1. A narrative which describes in detail the applicable report or study or other requirement; and
2. An explanation of why the report, study or other requirement is not proportional to the size or impact of the land use application at issue;
3. An explanation of how the report, study or other requirement imposes too great a burden on the applicant, as compared to the impact of the proposed land use on the Town's and community's safety, needs and resources; and
4. An explanation of how the application satisfies the requirements of below section 16-3-100(E).

(D) Hearing on an application made under this section.

1. Notice of the public hearing shall be made in conformance with Article IV of this Chapter.
2. The Board of Trustees shall review and consider an application under this section at a noticed public hearing not later than thirty (30) days after the date on which a complete application was filed with the Town, unless the Board of Trustees receives a written request by the applicant to extend such time, or the applicant consents to an extension of the time at the request of the Board of Trustees. At the conclusion of the hearing, and in no event later than thirty (30) days thereafter, the Board of Trustees shall issue its findings. If disapproved or conditionally approved, the applicant may be allowed to revise his or her application and resubmit it for consideration at a subsequently scheduled and noticed public hearing.
3. At the hearing, the burden is on the applicant to establish the following:
    i. The report, study or other requirement is not proportional to the size or impact of the proposed land use as described in the land use application submitted to the Town;
    ii. The report, study or other requirement imposes too great a burden on the applicant, as compared to the impact of the proposed land use on the Town's and community's safety, needs and resources; and
    iii. The request for a waiver or exemption satisfies the requirement of below section 16-3-100(E).

(E) No waiver or modification shall be authorized hereunder unless the Board of Trustees finds that each of the following factors are satisfied:

1. The report, study or other requirement is not proportional to the size or impact of the proposed land use as described in the land use application submitted to the Town; and
2. The granting of the waiver or modification is consistent with the purposes of this Chapter as set forth in Section 16-1-50; and
3. The granting of the waiver or modification is not detrimental to the health, safety, convenience and general welfare of the citizens of the Town; and
4. The waiver or modification promotes is consistent with the goals and policies of the Comprehensive Plan of the Town; and
5. The waiver or modification is not injurious to the permitted usage of adjacent and nearby properties; and
6. The waiver or modification does 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; and
7. The waiver or modification does not waive or modify numerical requirements or otherwise conflict with or operate in lieu of the variance process set forth in Article XXII of this Chapter; and
8. The waiver or modification does not conflict with or operate in lieu of the special use permit process set forth in Article VI of this Chapter; and
9. The waiver or modification does not conflict with or operate in lieu of the planned unit development process set forth in Article IX of this Chapter; and
10. The waiver or modification does not permit the expansion of nonconforming uses or structures or otherwise conflict with or operate in lieu of the nonconforming development process set forth in Article XXI of this Chapter; and
11. The waiver or modification does not violate state law.

(F) Board of Trustee ruling on requests for waiver or modifications

1. In rendering a decision on the application for a waiver or modification, the Board may approve, wholly or partly, may approve with conditions, or may deny.
2. All decisions of the Board of Trustees on applications for waiver or modification shall be made by written resolution upon the affirmative vote of a quorum of the Board of Trustees. The resolution shall set forth the grounds and reasons therefor.
3. If an application for waiver or modification fails to receive a majority of the quorum in favor of the application, the application will be deemed denied.

(G) Any waiver or modification granted under this section remains subject to the following limitations:
1. Limited to the use identified in the original application; and
2. Does not survive any change in use;
3. Does not transfer to a different owner or applicant than those listed on the original application; and
4. Does not run with the land.

SECTION 2. ADD

Sec. 16-4-10. Public notices and hearings on applications (add to table)

Application for Waiver or Modification of Report or Study	10 days prior to hearing	Notice shall be mailed/hand delivered to all adjoining property owners including those directly across adjoining street or alley	Posting of Notice on subject property and Copy of Application available at Town Hall

SECTION 3. STRIKE

Sec. 16-17-60. Waivers and modifications.

~~(D) No waiver or modification may be considered or granted for minor subdivisions.~~

SECTION 4. 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 5. 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 5. This Ordinance shall become effective 30 days following publication.

SECTION 6. 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 6th day of October 2025.

TOWN OF FAIRPLAY, COLORADO

_____
Frank Just, Mayor

ATTEST:

_____
Janell Sciacca, Town Clerk