

RIDGWAY PLANNING COMMISSION

AGENDA

Tuesday, July 31st, 2018
Regular Meeting; 5:30 pm
Ridgway Community Center
201 North Railroad Street, Ridgway, Colorado

ROLL CALL: Chairperson: Doug Canright, Commissioners: John Clark, Thomas Emilson, Larry Falk, Ellen Hunter, Bill Liske, and Jennifer Nelson

PUBLIC HEARINGS:

1. **Application:** Variance – fence height; **Location:** Green Street Park; **Address:** Green Street; **Zone:** Residential (R); **Applicant:** Ridgway Community Garden; **Owner:** Town of Ridgway
2. **Application:** Deviation; **Location:** Block 29, Lots 21-22; **Address:** 325 N Cora Street; **Zone:** Historic Residential (HR); **Applicant:** Guthrie Castle; **Owners:** Guthrie Castle and Sheri Braund
3. **Application:** Conditional Use; **Location:** Trailtown Subdivision Lot 26-B Amended Plat, Lot 26-B2; **Address:** TBD Palomino Trail; **Zone:** General Commercial (GC); **Applicant:** Chimney Peak Storage, LLC (c/o Julie Wesseling); **Owner:** Trailtown Partners, LLC
4. **Application:** Minor Subdivision; **Location:** Trailtown Subdivision Lot 26-B Amended Plat, Lot 26-B2; **Address:** TBD Palomino Trail; **Zone:** General Commercial (GC); **Applicant:** Chimney Peak Storage, LLC (c/o Julie Wesseling); **Owner:** Trailtown Partners, LLC
5. **Application:** Plat Amendment; **Location:** Willow Creek Trading Subdivision including Drashan Condominiums; **Addresses:** 167, 171, and 189 N Cora St.; 602, 604, and 610 Clinton St.; **Zone:** Historic Business (HB); **Applicant:** Willow Creek Trading Subdivision Parking Maintenance Association, Inc.; **Owners:** Arapaho Partners LLC, 171 N Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc.
6. **Application:** Replat **Location:** River Park Ridgway Business Park, Filing 1, Block 8; **Address:** TBD Cora Street; **Zone:** Light Industrial 1 (I-1); **Applicant:** Ridgway Light Industrial, LLC; **Owner:** Ridgway Light Industrial, LLC
7. **Application:** Preliminary Plat for Vista Park Commons; **Location:** Ridgway USA Subdivision, Lots 30-34; **Address:** TBD Redcliff Drive; **Zone:** General Commercial (GC); **Applicant:** Vista Park Development, LLC; **Owners:** Ridgway Land Company, LLLP
8. **Application:** Temporary Use Permit; **Location:** Block 22, Lot 5; **Address:** 749 Sherman Street; **Zone:** Downtown Service (DS); **Applicant:** Will McGown; **Owners:** Will and Eugenia McGown

OTHER BUSINESS:

9. Review Ouray County Draft Ordinance for Establishing Regulations for Non-Commercial Camping
10. Master Plan process update
11. American Planning Association Colorado Chapter Conference – Keystone, October 3-5

APPROVAL OF MINUTES:

12. Minutes from the meeting of June 26th, 2018

ADJOURN

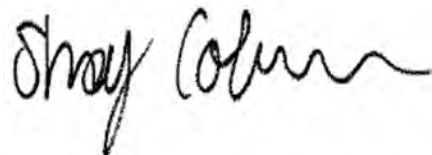
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Ridgway Planning Commission will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Tuesday, July 31st, 2018 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: Variance – fence height
Location: Green Street Park
Address: Green Street
Zoned: Residential (R)
Applicant: Ridgway Community Garden
Property Owner: Town of Ridgway

ALL INTERESTED PARTIES are invited to attend said hearing and express opinions or submit written testimony for or against the proposal to the Town Clerk.

FURTHER INFORMATION on the above application may be obtained or viewed at Ridgway Town Hall, or by phoning 626-5308, Ext. 222.



DATED: July 20, 2018

Shay Coburn, Town Planner



Official Use Only

Receipt # _____
Date Received: 7/10/18
Initials: [Signature]

Planning Commission Hearing Request

General Information

Applicant Name RIDGWAY COMMUNITY GARDEN Application Date 7/10/18
 Mailing Address BOX 635 Ridgway Co. 81432
 Phone Number 831-254-3102 Email Kurt.Jacobsen61@gmail.com
 Owner Name TOWN OF RIDGWAY
 Phone Number 626-5308 Email jcoates@town.ridgway.co.us
 Address of Property for Hearing North End of Green Street Park Area
 Zoning District Town of Ridgway, RESIDENTIAL

Action Requested

- Deviation to Single-Family Home Design Standards 6-6
- Temporary Use Permit 7-3-13(C)
- Conditional Use 7-3-14
- Change in Nonconforming Use 7-3-15
- Variance 7-3-16
- Rezoning 7-3-17
- Subdivision 7-4
- Other _____

Brief Description of Requested Action

RCG would like to install a 8' game fence (instead of 6') around the perimeter of the garden. Approx 150 feet on all sides or about .5 Acres

Required Fee Payable to the Town of Ridgway

Temporary Use Permit	\$100.00	Subdivisions	
Conditional Use	\$100.00	a. Sketch Plan	\$200.00 (plus \$10.00 / lot or unit)
Change in Nonconforming Use	\$100.00	b. Preliminary Plat	\$400.00 (plus \$20.00 / lot or unit)
Variances & Appeals	\$150.00	c. Final Plat	\$300.00
Rezoning	\$200.00	d. Minor Subdivision	\$200.00
Other Reviews Pursuant to 7-3-18	\$100.00	e. Lot Split	\$100.00
Variance from Floodplain Regulations	\$100.00	f. Replat	\$100.00 (plus \$20.00 / lot or unit)
Deviations from Single Family Design Standards	\$100.00	g. Plat Amendment	\$100.00
		h. Planned Unit Development	See b and c above

Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



Attachments Required

For ALL Applications

- Evidence of ownership or written notarized consent of legal owner(s). *- confirm w/ Jen*
- Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), like a narrative, site plans, and/or architectural drawings drawn to scale on paper size of 8.5 x 11 or 11 x 17.

Conditional Use Permits

- The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.
- Architectural drawings shall include elevations and details of building(s).

Changes in Nonconforming Use

- Description of existing non-conformity.

Variance

- The site plan shall show the details of the variance request and existing uses within 100 ft. of property.

Rezoning

- Legal description, current zoning, and requested zoning of property.

Subdivision

- All requirements established by Municipal Code Section 7-4.
- Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected.

[Handwritten Signature] (chain) (RCG)

7/10/18

Applicant Signature

Date

[Handwritten Signature]

7/24/2018

Owner Signature

Date



P.O. Box 635 - Ridgway, CO 81432 • www.RidgwayCommunityGarden.org

To : Ridgway Planning
201 N. Railroad St.
Ridgway Co. 81432
ATTN : Shay Coburn

Good Morning Shay,

For the past three years the RCG (Ridgway Community Garden) has been working with the Town of Ridgway to establish a new community garden on the north end of the proposed Green St. Park site. This spring the Town and the RCG agreed on a revised design and plan to start building the garden in the summer/fall of 2018.

Knowing that to have a successful garden when you live in a remote area with significant wildlife is an 8 foot Game fence (similar to what CDOT uses along highways in CO) to protect the garden contents from being impacted by wildlife grazing. A publication by Colorado Parks and Wildlife "Fencing with Wildlife in Mind" recommends an 8 foot fence to exclude deer and elk from gardens farms and orchards. Because the fence will be installed on flat ground the 8 foot height will be most effective (if the fence was installed on a slope a shorter fence might work, but not at our site).

We understand that fences in residential Ridgway are not to exceed six feet, but this height will not effectively exclude deer, elk and other wildlife from entering the garden and destroying the contents as well as potentially putting gardeners at risk. We believe that the impact of the fence on the neighborhood will be minimal because it will be installed across the street from any residential lots (Parkside and River Park) and will not significantly impact the views of existing or future construction. The garden site is bordered by pasture on the north and east boundaries and there are no residents near the site. The community is in full support of the garden construction and the benefits to the community will far outweigh any negative impacts and therefore are requesting a variance to the 6 foot fence height restriction.

We intend to install a game fence that will complement the design of the garden while protecting the significant investment that is required to build and maintain this valuable community asset. We appreciate your consideration on this matter. Regards, Kurt Jacobsen – Chairman RCG Steering Committee.

STAFF REPORT

Request: Variance to Fence Regulations
Legal: Green Street Park
Address: Green Street
Parcel #: EXEMPROR5434
Zone: Low Density Residential (R)
Applicant: Ridgway Community Garden
Owner: Town of Ridgway
Initiated By: Shay Coburn, Town Planner
Date: February 28, 2017

BACKGROUND

The Applicant is requesting a variance to Ridgway Municipal Code (RMC) Section 6-4-1(A) with the intent of constructing an 8’ tall fence to protect the future community garden from wildlife. The fence will be approximately 150’ long on all sides.

The Applicant submitted an application, diagram, and letter explaining the request. This hearing has been noticed and the property has been posted.



CODE PROVISIONS

RMC §6-4-1 Fence, Hedge and Wall Restrictions

(A) (1) No fence, rail or freestanding wall shall exceed six (6) feet in height within the Town, except for those located within the I-1 and I-2 Light Industrial Districts which may not exceed eight (8) feet in height.

(2) In the Residential and Historic Residential Zoning Districts, fences, rails or freestanding walls located within the area between the property line and the front set back line may not exceed four (4) feet in height, except for fences designed and intended to exclude deer may be up to six (6) feet high if they are substantially transparent at sight angles up to 45 degrees from perpendicular to the faces of the fence, and are constructed out of a (a) mesh; (b) woven wire; (c) rails and pickets or similar components which have a width no greater than their depth.

RMC §6-4-4 Variances

(A) A variance to the provisions of Section 6-4 may be granted by the Board of Adjustment following the review procedure set out in Subsection 7-3-18 of the Ridgway Municipal Code, if it determines that the requirements of Subsections 7-3-16(A), (C), and (D) of the Ridgway Municipal Code are met.

(B) The fees and costs provided for in Subsection 7-3-20 of the Ridgway Municipal Code shall apply to any variance request.

RMC §7-3-16 Variances and Appeals, applicable criteria include:

(A) The Planning Commission may grant a variance from the Dimensional Requirements, Sign Regulations, Design or Performance Standards and other provisions of these regulations not related to "use", and excluding Off-Street Parking Requirements, following the review procedure of Subsection 7-3-18, provided that the criteria of this Subsection will be met. No variance shall be granted from the provisions governing "Uses By Right", and "Conditional Uses" within any zoning district. Variances shall be granted only if all the following criteria are met:

- (1) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the zoning ordinance, and*
- (2) The spirit of the ordinance will be observed, the public health safety and welfare will be secured and substantial justice done by granting the variance.*

(C) The burden shall be on the Applicant to show that these criteria have been met.

(D) No variance on appeal shall be granted with less than 4 concurring votes of the Planning Commission.

ANALYSIS

Fences may be up to 6' tall in the Residential district, except in the front yard where the fence in the front setback must be no more than 4' tall except when transparent and designed to keep out wildlife.



The Applicant, Ridgway Community Garden, would like to build an 8' tall fence all around the garden that would protect it from wildlife. The fence will be similar in materials to the game fencing that CDOT uses along highways in the state, see image above. This includes solid posts with transparent material in between.

To address the criteria required for a variance, there is a practical difficulty in using a 6' fence as it would not protect the community garden from wildlife. The spirit of the ordinance will be met as the fence will be almost completely transparent, there will not be any safety hazards, and the community garden will be able to produce local food without impacts from wildlife.

STAFF RECOMMENDATION

Staff understands this variance request is for a unique use, the community garden. The Applicant appears to have submitted a demonstration of the criteria for a variance including unnecessary hardship. Staff recommends approval of this variance to fence height, to build an 8' fence around the community garden as proposed.



Property posted from Green Street Looking west.

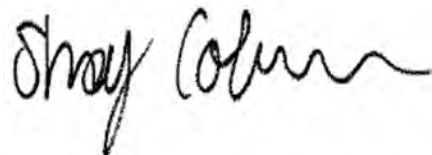
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Application for: Deviation
Location: Block 29, Lots 21-22
Address: 325 N Cora Street
Zoned: Historic Residential (HR)
Applicant: Guthrie Castle
Property Owner: Guthrie Castle and Sheri Braund

ALL INTERESTED PARTIES are invited to attend said hearing and express opinions or submit written testimony for or against the proposal to the Town Clerk.

FURTHER INFORMATION on the above application may be obtained or viewed at Ridgway Town Hall, or by phoning 626-5308, Ext. 222.



DATED: July 20, 2018

Shay Coburn, Town Planner



Planning Commission Hearing Request

Official Use Only
Receipt # UK 1037 (PAID)
Date Received: 6-27-18
Initials: [Signature]

General Information

Applicant Name GUTHRIE CASTLE Application Date 6/27/18

Mailing Address P.O. Box 965

Phone Number 901-484-4747 Email MOUNTAINLOVER101@YAHOO.COM

Owner Name GUTHRIE CASTLE; SHARI BRADY

Phone Number 901-484-4747 Email MOUNTAINLOVER101@YAHOO.COM

Address of Property for Hearing 325 N. CORA ST

Zoning District HISTORIC RESIDENTIAL

Action Requested

- Deviation to Single-Family Home Design Standards 6.6
- Temporary Use Permit 7-3-13(C)
- Conditional Use 7-3-14
- Change in Nonconforming Use 7-3-15
- Variance 7-3-16
- Rezoning 7-3-17
- Subdivision 7-4
- Other _____

Brief Description of Requested Action

ALLOW 3-SIDED PARAPET TO CONTAIN A 1:12 PITCH ROOF ON MAIN AND ADU UNITS 6-6-3(C)(3)

Required Fee Payable to the Town of Ridgway

Temporary Use Permit	\$100.00	Subdivisions	
Conditional Use	\$100.00	a. Sketch Plan	\$200.00 (plus \$10.00 / lot or unit)
Change in Nonconforming Use	\$100.00	b. Preliminary Plat	\$400.00 (plus \$20.00 / lot or unit)
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		h. Planned Unit Development	See b and c above

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Attachments Required

For ALL Applications

- Evidence of ownership or written notarized consent of legal owner(s).
- Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), like a narrative, site plans, and/or architectural drawings drawn to scale on paper size of 8.5 x 11 or 11 x 17.

WILL SUBMIT POWERPOINT FILE CONTAINING PHOTOGRAPHS

Conditional Use Permits

- The site plan shall show the location of building(s), abutting streets, all dimensions, off street parking requirements, and landscaping.
- Architectural drawings shall include elevations and details of building(s)

Changes in Nonconforming Use

- Description of existing non-conformity.

Variance

- The site plan shall show the details of the variance request and existing uses within 100 ft. of property

Rezoning

- Legal description, current zoning, and requested zoning of property

Subdivision

- All requirements established by Municipal Code Section 7-4
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Please note that incomplete applications will be rejected

[Handwritten Signature]

Applicant Signature

6/27/18
Date

[Handwritten Signature]

Owner Signature

6/27/18
Date

218944
Page 1 of 1
Michelle Nauer, Clerk & Recorder
Ouray County, CO RP \$0.00
07-17-2017 09:30 AM Recording Fee \$13.00



State Documentary Fee
Date: June 26, 2017
\$0.00
No Doc Fee Required

Quit Claim Deed
(Pursuant to 38-30-116 C.R.S.)

THIS DEED, made on June 26, 2017 by 349 N CORA LLC Grantor(s), of the County of OURAY and State of COLORADO for the consideration of *** Ten Dollars and Other Good and Valuable Consideration *** dollars in hand paid, hereby sells and quitclaims to F. GUTHRIE CASTLE, JR. AND SHARI BRAUND Grantee(s), as Joint Tenants, whose street address is P.O. BOX 318, RIDGWAY, CO 81432 County of OURAY, State of COLORADO, the following real property in the County of OURAY, and State of Colorado, to wit:

LOTS 21 AND 22, BLOCK 25, TOWN OF RIDGWAY, COUNTY OF MESA, STATE OF COLORADO,
also known by street and number as TBD N. CORA, RIDGWAY CO 81432

with all its appurtenances

F. GUTHRIE CASTLE, JR., MEMBER OF 349 N CORA LLC

State of Colorado
County of Mesa

The foregoing instrument was acknowledged before me this day of July 14, 2017 by F. GUTHRIE CASTLE, JR., MEMBER OF 349 N CORA LLC

Notary Public
My commission expires 11/15/2018

KENDRA A KEY
Notary Public
State of Colorado
Notary ID: 20024014327
My Commission Expires Nov 15, 2018

When recorded return to:
TBD N. CORA, RIDGWAY, CO 81432



STAFF REPORT

Request: Deviation from Single-Family Home Design Standards
Legal: Block 29, Lots 21-22
Address: 325 N Cora Street
Parcel #: 430516205012
Zone: Historic Residential (HR)
Applicant: Guthrie Castle
Owner: Guthrie Castle and Sheri Braund
Initiated By: Shay Coburn, Planner
Date: July 31, 2018

REQUEST

The Applicant is requesting a deviation from the Single-Family Home Design Standards in Chapter 6 Section 6 of the Ridgway Municipal Code. More specifically, RMC §6-6-3(C)(3) requiring roofs flatter than 3:12 to be contained within a parapet that is higher than the adjacent roof.

The subject property is in the Historic Residential district on North Cora Street.

The Applicant requested an appeal on the interpretation of the word “contained” which was heard on June 26, 2018. The Planning Commission agreed that “contained” means 100% or on all sides of the roof.

The Applicant submitted an application and the applicable fee for this public hearing. The property and public hearing have been noticed in compliance with the Town Municipal Code.



CODE REQUIREMENTS

The subject property is zoned Historic Residential where single-family homes are a use-by-right subject to the provision of Chapter 6 Section 6 of the Ridgway Municipal Code (RMC). RMC 6-6 contains Single-Family Home Design Standards. These design standards are applicable to all newly constructed or installed single-family homes.

The legislative declaration for the Single-Family Home Design Standards is defined in RMC §6-6-1, as follows:

Ridgway is defined in part by eclectic architecture and neighborhoods vary in age and character. A goal of the Town's Master Plan is to create a well-integrated community that meets the needs of residents of various income levels, ages and stages of family life cycles. One way of achieving this is to encourage a mix of housing types and densities, rather than segregating them into separate districts. In accomplishing this, it is acknowledged that the visual appearance of a property affects more than just the property involved. New and altered structures impact the surrounding neighborhood both in

character and property value. These standards have been adopted to encourage a mix of housing types, while helping to ensure that this will not be detrimental to the character of the neighborhoods or to property values in general.

RMC §6-6-3 has the following requirement:

(C) Roof Structure.

(1) Repealed by Ordinance 3-2002

(2) All sloped roofs, including roofs over deck areas, covered porches, entryways, and the like, shall have a minimum pitch of 3 feet of rise for each 12 foot of horizontal distance.

(3) Sloped roofs must have an overhang at the eaves and gable ends of not less than 12 inches excluding rain gutters measured from the vertical side of the dwelling. This required overhang shall not apply to areas over porches, alcoves and other appendages, which together do not exceed 25% of the length of the dwelling. Flatter roofs are permitted only if contained within a parapet that is higher than the adjacent roof.

(4) Mansard roofs and A-frame designs are not permitted; provided, however, mansard roofs are permitted if the base of the roof is above the second story of the structure.

This request for a deviation is considered under RMC §6-6-5 based upon the following:

(A) The Planning and Zoning Commission may approve deviations from one or more of the requirements of this Section §6-6 on the basis of finding that:

(1) The proposed architecture or construction standards provide compensating features that meet the intent and objectives of these standards.

(2) The proposed structure will be compatible and harmonious with structures in the immediate vicinity.

(B) Requests for deviations shall be reviewed pursuant to the procedures of Subsection 7-3-18 of the Ridgway Municipal Code, subject to the fees set in Subsection 7-3-20.

Applicable review procedures as described in RMC §7-3-18 are as follows:

(E) At the hearing scheduled, the applicant and other interested parties may appear and present such evidence and testimony as they may desire. Anyone presenting evidence or testimony shall be subject to cross-examination by other interested parties, although the Reviewing Board may limit testimony, evidence, and cross-examination which is merely cumulative and is not required to follow any set procedure during the hearing, nor to strictly follow the Rules of Evidence as applied by the Courts. The hearing may be tape recorded or otherwise electronically recorded. The applicant, or other interested party may, if he desires, have the hearing recorded by a court reporter, at his expense. The hearing may be continued from time to time as necessary. The burden is upon the applicant in all cases to establish that all applicable criteria for any action are met, including proper notice.

...

(G) The Reviewing Board may approve the requested action only upon finding that all applicable criteria and requirements of these Zoning Regulations or other Town ordinances have been met. If it determines that such criteria have not been met, the application shall be denied. The application may be granted upon conditions or limitations which the Reviewing Board determines are necessary in order to ensure

that the applicable criteria are met. Such conditions or limitations shall be provided to the applicant and interested parties, in writing, as part of the decision.

ANALYSIS

The Applicant is currently building a single-family and accessory dwelling unit. Both units have a roof with a 1:12 pitch and currently have a parapet on three of the four sides on both roofs. Per the Single-Family Home Design Guidelines, any roof flatter than 3:12 must be contained on all sides by a parapet. The Applicant is asking for a deviation in order to avoid building the parapet wall on the rear/alley side of the two dwelling units, leaving the 1:12 pitch roof exposed on one out of four sides.

The following two criteria must be met for the Planning Commission to approve this request.

1) The proposed architecture or construction standards provide compensating features that meet the intent and objectives of these standards.

Both units are quite simple in design with rectangle footprints. The parapet wall is built on three of the four sides.

(2) The proposed structure will be compatible and harmonious with structures in the immediate vicinity.

This area of Town contains many homes with roofs pitched at the minimum requirement of 3:12 or greater. These dwelling units will be one of the only ones with a flatter roof within a few block radius. In Solar Ranches, a subdivision to the south there are many dwelling units with flatter roofs.

STAFF RECOMMENDATION

The apparent intent of the Single-Family Home Design Standards is to avoid homes that are uniform in design and to be sure that there are a few design elements included to ensure compatibility with other structures. Given that an application and applicable fee were the only items submitted as part of this request, the Applicant has not shown how the criteria for a deviation have been.

Staff recommends that Planning Commission requests additional information from the Applicant to better understand if the criteria have been met.



Posted property from N Cora Street looking west

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Application for: Conditional Use and Minor Subdivision

Location: Trailtown Subdivision Lot 26-B Amended Plat, Lot 26-B2

Address: TBD Palomino Trail

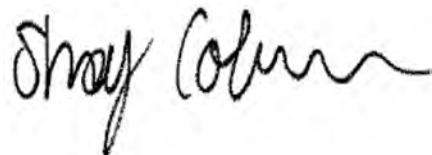
Zoned: General Commercial (GC)

Applicant: Chimney Peak Storage, LLC (c/o Julie Wesseling)

Property Owner: Trailtown Partners, LLC

ALL INTERESTED PARTIES are invited to attend said hearing and express opinions or submit written testimony for or against the proposal to the Town Clerk.

FURTHER INFORMATION on the above application may be obtained or viewed at Ridgway Town Hall, or by phoning 626-5308, Ext. 222.



DATED: July 20, 2018

Shay Coburn, Town Planner



Official Use Only
Receipt # PAID 6/5 CHK #1
Date Received: 6/5/18
Initials: SC

Planning Commission Hearing Request

General Information

Applicant Name **Chimney Peak Storage, LLC** Application Date **6/5/18**

Mailing Address **P.O. Box 1404, Ridgway, CO 81432**

Phone Number **970-729-2079** Email **jgw@cpfinancialservices.com**

Owner Name **Trailtown Partners, LLC**

Phone Number **970-209-4760** Email **johnp@jpassociates.biz**

Address of Property for Hearing **Lot 26- B2, TBD Palomino Trail**

Zoning District

Action Requested

- Deviation to Single-Family Home Design Standards 6-6
- Temporary Use Permit 7-3-13(C)
- Conditional Use 7-3-14
- Change in Nonconforming Use 7-3-15
- Variance 7-3-16
- Rezoning 7-3-17
- Subdivision 7-4 **MINOR SUBDIVISION**
- Other _____

Brief Description of Requested Action

We are seeking a conditional use permit for self storage business.

Required Fee Payable to the Town of Ridgway

Temporary Use Permit	\$100.00	Subdivisions	
Conditional Use	\$100.00	a. Sketch Plan	\$200.00 (plus \$10.00 / lot or unit)
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Conditional Use Permits

- The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.
- Architectural drawings shall include elevations and details of building(s).

Changes in Nonconforming Use

- Description of existing non-conformity.

Variance

- The site plan shall show the details of the variance request and existing uses within 100 ft. of property.

Rezoning

- Legal description, current zoning, and requested zoning of property.

Subdivision

- All requirements established by Municipal Code Section 7-4. *MINOR SUBDIVISION*
- Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- Preliminary plat submittals shall be submitted at least ³⁰21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- Final plat submittals shall be submitted at least ³⁰21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected.

Julie Wasseling
Applicant Signature

6/5/18
Date

Owner Signature

Date



Chimney Peak

• Financial Services •

July 2, 2018

Shay Coburn
Ridgway Town Planner
201 N. Railroad Street
Ridgway, Colorado 81432

Re: Chimney Peak Storage, request for Conditional Use Permit and Final Plat Review

Dear Shay:

On behalf of Chimney Peak Storage, LLC, we hereby request a conditional use permit for a storage business with multiple buildings. The parcel location is approximately 1.78-acre located on Palomino Trail in the Trail Town Subdivision, Town of Ridgway as described in exhibits prepared by Ned Bosworth.

Attached is a narrative addressing RMC 7-3-14 and the performance standards of 7-3-9(D) required for a conditional use permit.

For the minor subdivision, we believe the lot meets all the criteria required by Subsection 7-4-8 which also requires review under 7-4-5 (C) final plat procedures.

- Lot 26-B2 is adjacent to a public street
- The improvements required by Municipal Code 7-4-6 are already in existence.
- The lot meets the requirements of the Town Zoning Regulations without the necessity of any variance and no variance has been granted within the 3 previous years.
- Town driveway and access requirements will be met

I have also addressed the final plat procedures as best possible.

Thank you for your assistance.

Sincerely,

DocuSigned by:
Julie Wesseling
C18DE14CBB8B4CA...

Chimney Peak Storage, LLC

Ridgway, CO

Conditional Use Permit Narrative

Chimney Peak Storage, LLC is proposing to build a storage facility (“the business”) on Lot 26-B2 in the Eastside Subdivision along Palomino Trail which is located within the Ridgway general commercial (GC) district. The intent of this zoning district according to Municipal Code 7-3-9 (A) “is to create areas for retail, wholesale and service businesses, tourist and auto oriented uses, storage, manufacturing and industrial activities which require adequate space, light and air whose operations are quiet and clean”. Storage facilities are identified as a conditional use within the GC district.

We hereby request a conditional use permit and address the following points of municipal code 7-3-14 as proof these requirements are substantially met.

- (1) The use will not be contrary to the public health, safety or welfare.
 - a. The operations of the business are quiet and clean.
 - b. There will be a minimal increase in traffic accessing the business.
 - c. Gated access to the business will be off-street so that vehicles will not cause a bottleneck to traffic on Palomino Trail.
 - d. The gated exit into the alley will not cause any hazards and will provide safe adequate and efficient vehicular circulation.
 - e. The business’ buildings have appropriate space between them to provide for safe movement of vehicles.
- (2) The use is not materially adverse to the Town’s Master Plan.
 - a. This existing project is presently in conformance of the Ridgway Town Master Plan and is zoned to allow storage facilities subject to a conditional use permit.
 - b. The project is designed to meet the current commercial design guidelines.
 - c. The project is set off the highway and will not visually impact the “Gateway” into the Town.
 - d. There are three storage facilities in Ouray County and all are at capacity. Lot 26-B2 has adequate space for the business and will fill a demand for area storage.
 - e. The current neighborhood has various buildings with different size, shape, character, height and materials. The addition of steel buildings will blend with the existing buildings along the east side of Palomino Trail.
 - f. The business’ office will have both a covered porch and cupola to promote a rural feel. Two of the storage buildings will serve as a fence along the East Town Border. Access to storage in these units will be from the West side so no doors will be seen across the field. Both units will have a cupola to promote the rural feel. All buildings will be made of high grade commercial steel with metal roofs, wainscoting, facia and soffit.
 - g. The office will sell retail packing materials and provide management to the business. The business will provide economic sustainability to the community by increasing sales taxes, property taxes, and destination traffic to the area.

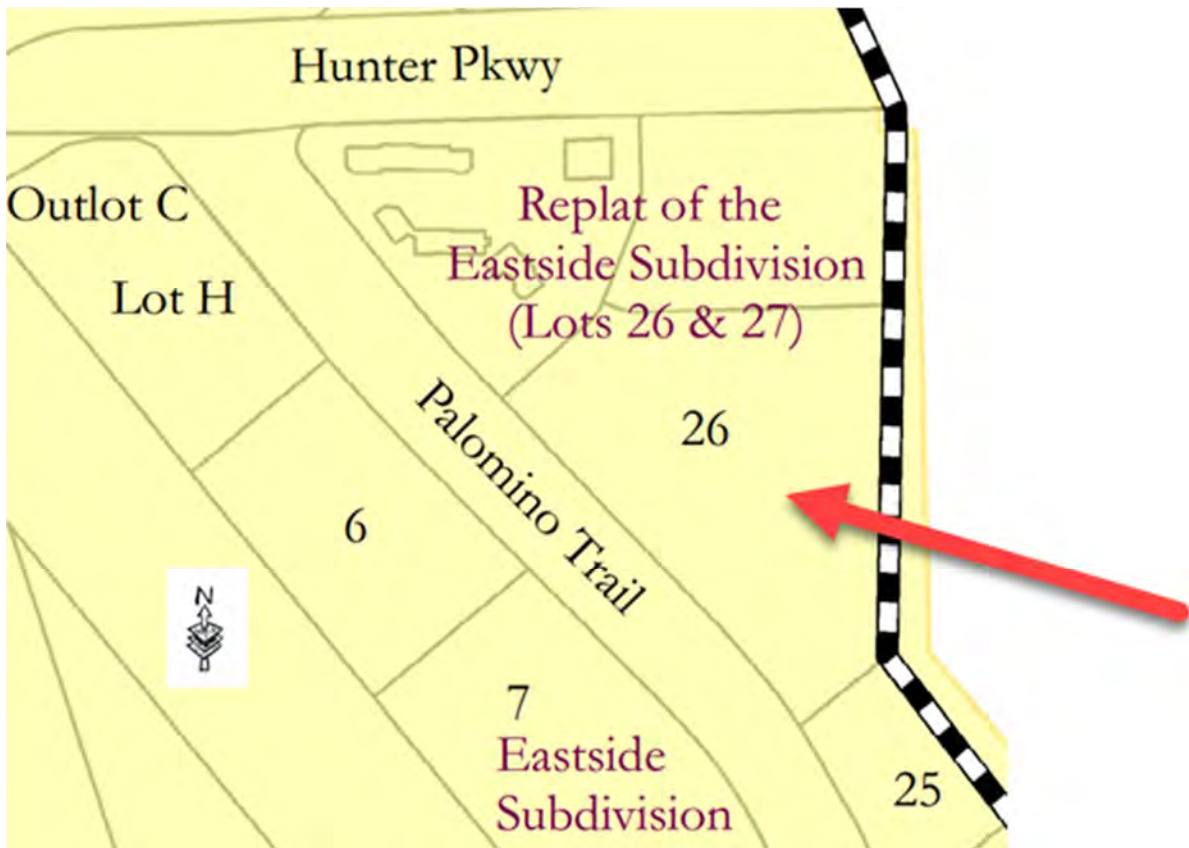
- h. Storage facilities have low volumes of traffic, no toilets, no trash and no tenants so they have a low impact on the town resources.
 - i. The central location of this lot provides convenient access for mobile customers. This business will provide a good use to an under-utilized parcel in the general commercial district.
 - j. The utility easements on both the east and west side of the property provide a great space to plant the additional thirty-four (34) trees required by the municipal code. All vegetation will be drought resistant and provide a substantial buffer to soften any negative impacts.
- (3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience
 - a. The existing streets were designed for commercial traffic with an 80' right-of-way along Palomino Trail.
 - b. Storage facilities are geared to mobile traffic.
 - c. There will be a minimal increase in traffic accessing the storage area.
 - d. The location is pedestrian-oriented with access available on foot or with bicycles. There is a sidewalk on the West side of Palomino Trail.
- (4) The use is compatible with existing uses in the area and other allowed uses in the District.
 - a. MC 7-3-9(A) defines storage activities as one of the intended purposes in the District.
- (5) The use will not have an adverse effect upon other property values.
 - a. We believe the development of this business will improve the property values in the subdivision by increasing visibility to area businesses.
- (6) The location of curb cuts and access to the premises will not create traffic hazards.
 - a. Curb cuts on the East side of Palomino Trail will not create a traffic hazard.
 - b. Gated access to the business will be off-street so that vehicles will not cause a bottleneck to traffic on Palomino Trail.
 - c. The gated exit into the alley will not cause any hazards.
- (7) The use will not generate light, noise, odor, vibration, or other effects which would unreasonable interfere with the reasonable enjoyment of other property in the area.
 - a. The business is very quiet and clean and will not generate excessive noise, odor, vibration.
 - b. Lighting in the subdivision already conforms to Town standards. Additional lighting will preserve dark skies.
 - c. There will be restricted access to the business including limited night time access.
 - d. We do not expect this business to interfere with the reasonable enjoyment of other property in the area.
- (8) Visual impact due to a buildings size shall be mitigated by means of design, landscaping, berming, and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and scale of buildings in the Town generally.
 - a. Existing buildings adjacent to the business include the Ridgway Inn & Suites and the Family Dollar and which are large with virtually no landscaping. (See Exhibit C's) The storage buildings will be smaller than both these buildings.

- b. The office building is more compatible with the mass and scale of the neighbors to the north which consist of a restaurant, jeep rental and office space and the neighbor to the south which is a dog spa.
- c. The interior business will be screened by solid panel fencing.
- d. Fencing between the exterior buildings on the East side will be offset to break up the visual impact.
- e. The business will add a total of thirty-four (34) trees to the lot which will provide shade and offer excellent forage and cover for birds and beneficial insects. The improvement along the borders of the property will be visually appealing.
- f. Drought resistant xeriscaping will be used where necessary to mitigate the visual impact.

The following addresses how this business meets the performance standards identified in 7-3-9(D).

- (1) The project is designed to meet the current commercial design guidelines.
- (2) The project will not cause an unreasonable hazard to the community. The project consists of an office to provide on-sight management (use by right) and multiple storage buildings. The storage buildings will have unconditioned space and will not allow explosives, flammable liquids, toxic materials and perishables. Access to storage generally requires vehicles and this area is geared to vehicle access. The entrance to the facility will be from the west side off Palomino Trail. The exit will be into the existing alley bordering the north side of the property. The business will be gated for security and the entry will be monitored by access codes. All lighting will conform to the municipal code to protect the dark skies. The ground within the gated area will have a penetrable surface covering which will minimize dust. Noise will be minimal compared to neighboring businesses and there will be no smoke, fumes, odors or vibrations.
- (3) Each storage building is 1600 square feet (80' X 20') and will be high quality, commercial buildings which blend with the existing buildings along the east side of Palomino Trail. The placement of the buildings will break up the visual impact. The landscaping, screening, site design and fencing will mitigate any negative impact to neighbors. Each building will have a 3:12 pitch and 12" soffit and fascia. The office will have a covered porch on the West side to promote the rural landscape. Directly to the West is the Ridgway Inn & Suites and the Family Dollar. (See Exhibit C's) The East side of the property is a pasture that is currently undeveloped. The neighbors to the north consist of a restaurant, jeep rental and office space. The neighbor to the south is a dog spa.

Vicinity Sketch Map:



The following addresses the 7-4-5 (C) final plat procedures for a minor subdivision.

(C) (1) (a) – (d) There have not been any alterations to the final plat of Trailtown Subdivision Lot 26-B Amended Plat, reception no. 207836 as recorded July 19, 2012. Therefore, these sections do not apply.

(C) (2) (a) This application shall be submitted at least 30 days prior to the Planning Commission with fee of \$300.

(C) (2) (b)- (c) There have not been any alterations to the final plat of Trailtown Subdivision Lot 26-B Amended Plat, reception no. 207836 as recorded July 19, 2012. Therefore, these sections do not apply.

(C) (3)(a) - (h) There have not been any alterations to the final plat of Trailtown Subdivision Lot 26-B Amended Plat, reception no. 207836 as recorded July 19, 2012. Therefore, these sections do not apply.

(C) (4) There have not been any alterations to the final plat of Trailtown Subdivision Lot 26-B Amended Plat, reception no. 207836 as recorded July 19, 2012. Therefore, these sections do not apply.

(C) (5) (a) - (e) There have not been any alterations to the final plat of Trailtown Subdivision Lot 26-B Amended Plat, reception no. 207836 as recorded July 19, 2012. Therefore, these sections do not apply.

(C) (5) (f) The proposed use for lot 26-B2 is for a storage business and is consistent with Town zoning regulations.

(C) (5) (g) An application for water and sewer taps will be provided after a conditional use permit is approved.

(C) (6) There have not been any alterations to the final plat of Trailtown Subdivision Lot 26-B Amended Plat, reception no. 207836 as recorded July 19, 2012. Once Town staff review this application, please advise of any material deficiencies and schedule for an upcoming Planning Commission agenda.

Conclusion:

We feel this business meets the General Commercial guidelines intent in municipal code 7-3-14 for a conditional use permit. It will also fill a community need and provide for job growth. The proximity to recreation and commerce will promote the Town's master plan.

Chimney Peak Storage, LLC

Exhibit C



Chimney Peak Storage, LLC

Exhibit C-1, SW corner of property looking West



Chimney Peak Storage, LLC

Exhibit C-2, NW corner of property looking West



Chimney Peak Storage, LLC

Exhibit C-3, North west border



Chimney Peak Storage, LLC

Exhibit C-4, North east border



Chimney Peak Storage, LLC

Exhibit C-5, North border looking south



Chimney Peak Storage, LLC

Exhibit D



This picture shows buildings like the five storage buildings to be built. There will be five buildings 20' X 80' with approx. 13' to the ridge. Three of the buildings in the center of the property will have access from either side. Two of the buildings will form a perimeter along the east side of the lot and only have access from within the property. The colors shown here are evergreen & hickory moss.

The office will be 1250 square feet.




The colors shown will not exactly match the colors on this Cleary building but serve as an example of the colors throughout the project. This picture is only intended to show the colors that we have chosen.

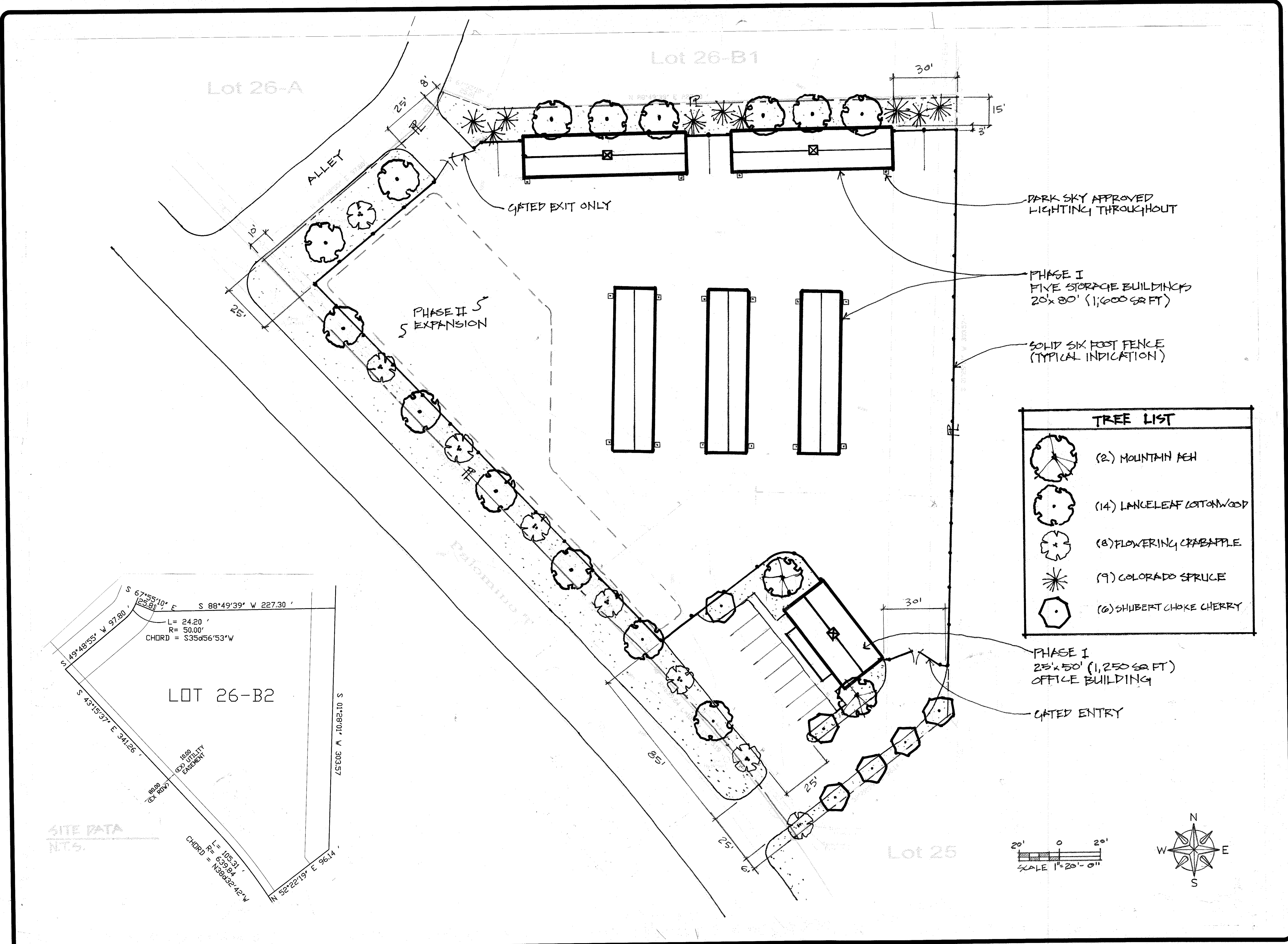
REVISIONS	BY

Ned Starbuck Bosworth
 Landscape Architect
 402 Palomero Trail
 Ridgway, CO 81432
 970.441.1155

SITE PLAN

CHIMNEY PEAK STORAGE, LLC
LOT 26-B2 EASTSIDE SUBDIVISION
RIDGWAY, COLORADO 81432

 CHECKER
DATE 7 2 18
SCALE 1" = 20' 0"
JOB NO.
SHEET 1
OF 2 SHEETS



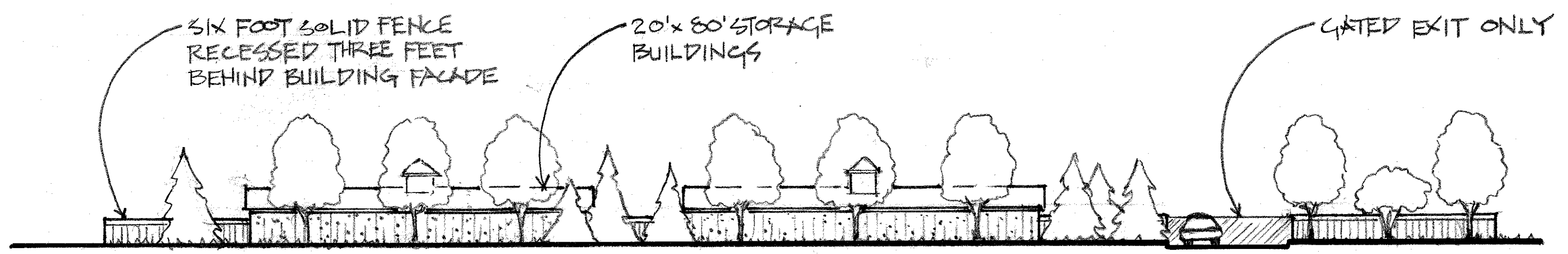
REVISIONS	BY

Ned Starbuck Bosworth
 Landscape Architect
 402 Palomino Trail
 Fort Collins, CO 80504
 970.225.4133

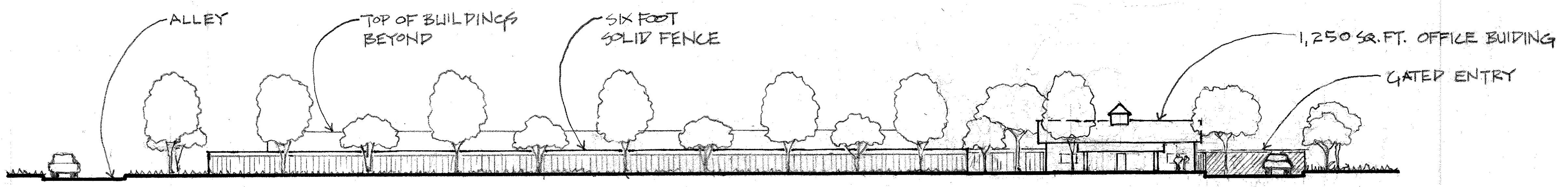
SITE PLAN ELEVATIONS

**CHIMNEY PEAK STORAGE, LLC
 LOT 26-BE EASTSIDE SUBDIVISION
 RIDGWAY, COLORADO 81432**

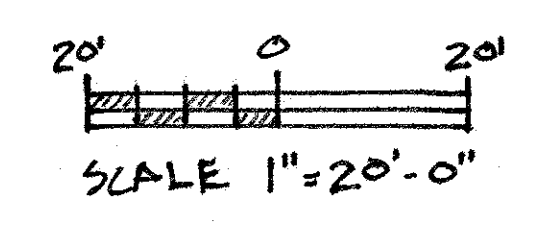
Date 7/2/18
 Scale 1"=20'
 Drawn [Signature]
 Job
 Sheet
2
 Of 2 Sheets

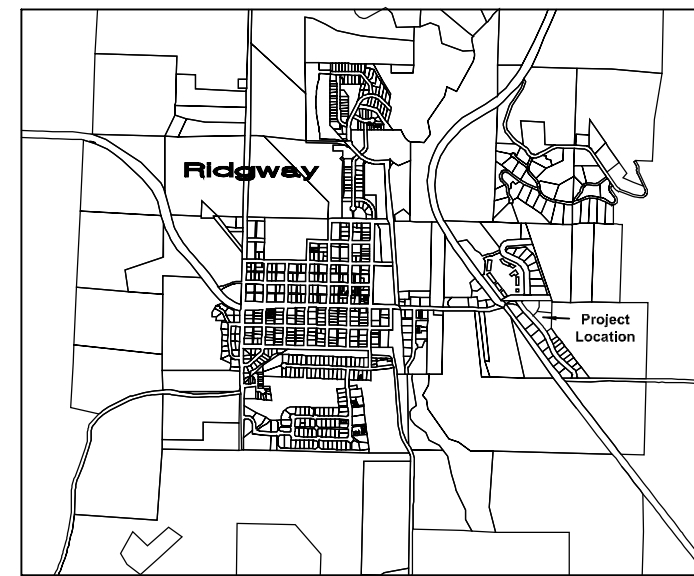


NORTH ELEVATION
 SCALE 1"=20'-0"



PALOMINO TRAIL ELEVATION
 SCALE 1"=20'-0"





Trail Town Subdivision Lot 26-B2 Amended Plat
 Located in Section 16, Township 45 North, Range 8 West, NMPM, Town of Ridgway, County of Ouray, State of Colorado

Lot 26-A

Lot 26-B1

Lot 25

10' Utility Easement
Per Reception No. 147703

Easement Per
Reception No. 147703

NOTES

- All outdoor lighting fixtures to comply with town of Ridgway regulations.
- The maximum number of dwelling units allowed is zero (0).
- BASIS OF BEARINGS:** The north line of Lot 26-B, Trail Town Subdivision, is recorded as, and shown hereon as being S 01° 28' 01" W
- Town of Ridgway Benchmark, K-19 a 3 1/4" brass cap set in concrete stamped "K-19 6987.73" 1928" elevation 6987.73.
- The property platted hereby is subject to the following:
- The Declaration of Covenants, Conditions and Restrictions recorded in Book 215, Pages 870-894 of the Ouray County Records and any amendments thereto.
- The easements, plat notes and plat restrictions on the Replat of Eastside Subdivision recorded at Reception No. 147703, and Trailtown Subdivision recorded at Reception No. 206722 of the Ouray County records.
- The property platted hereon is subject to the prior easements as shown hereon.

PLAT RESTRICTIONS, AS AMENDED:

This Plat is subject to the Plat Restrictions recorded in Book 217, Pages 45-47 and the amendment thereto at Reception No. 165294 of the Ouray County Records.

SEWER SURCHARGE - Sewer Service may be subject to a surcharge for costs associated with the sewer lift station and force main.

USE RESTRICTIONS - No Travel home parks or drive-in theaters are allowed.

PARKING RESTRICTIONS - Parking of vehicles larger in size than parking spaces, including recreational vehicles, is prohibited.

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

A. CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner(s) of certain lands in the Town of Ridgway, Colorado, to wit: **TRAIL TOWN SUBDIVISION LOT 26-B3 AMENDED PLAT**, Has (Have) by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name of Subdivision, and does (do) hereby dedicate, grant and convey to the Town of Ridgway, State of Colorado, for the use of the public **NONE** as hereon shown. Also the following easements are dedicated, granted and conveyed to the Town of Ridgway, Colorado as shown (**NONE**), Utility easements for Town utilities (including storm drainage) and public utilities; Storm drainage easements for Town storm drainage features and facilities; and Private easements are reserved or conveyed for purposes as indicated on the plat.

Executed this day ___ of ___, A.D. 2018.

by DANNY WESSELING JULIE WESSELING
(type in name and representative capacity)

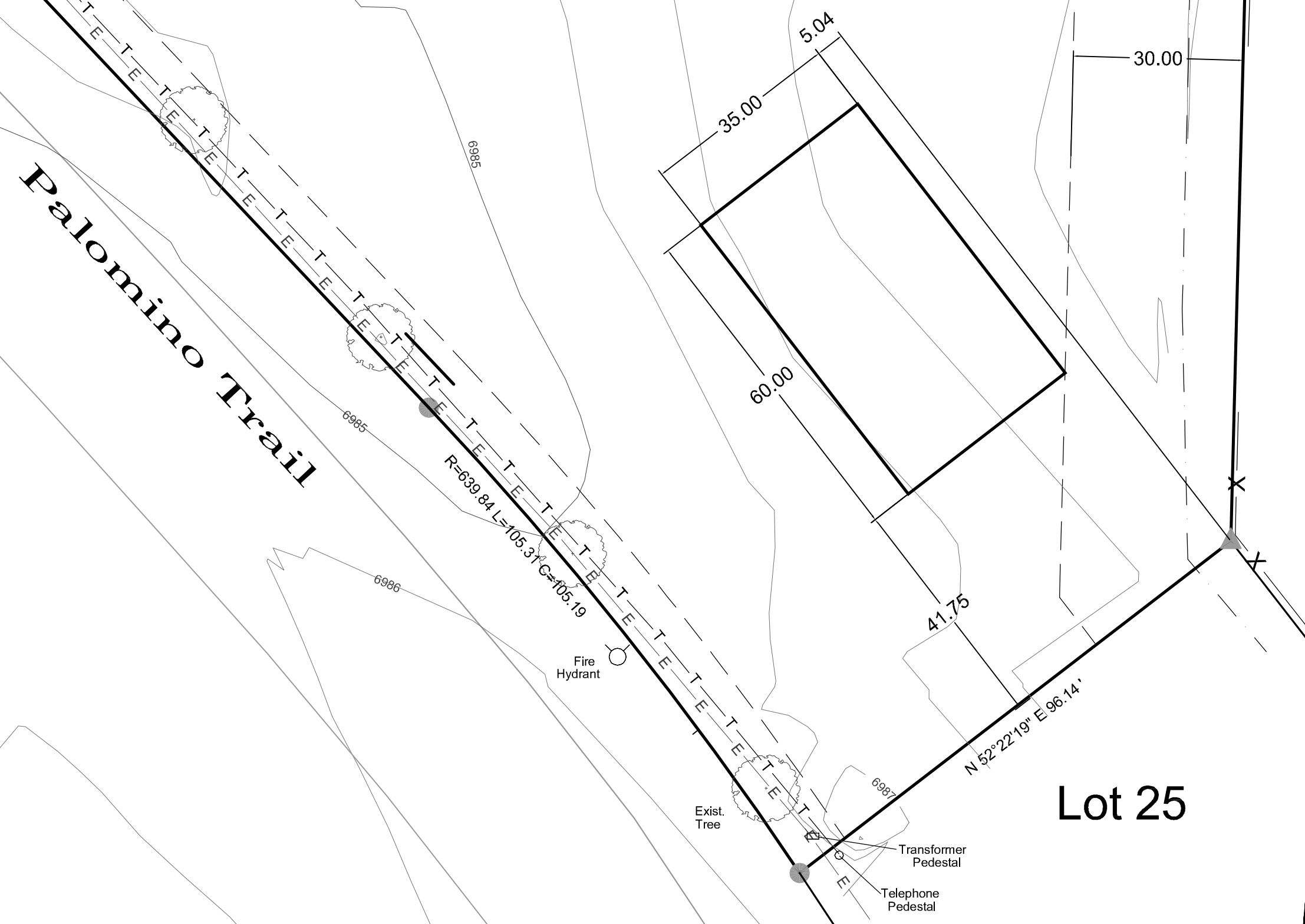
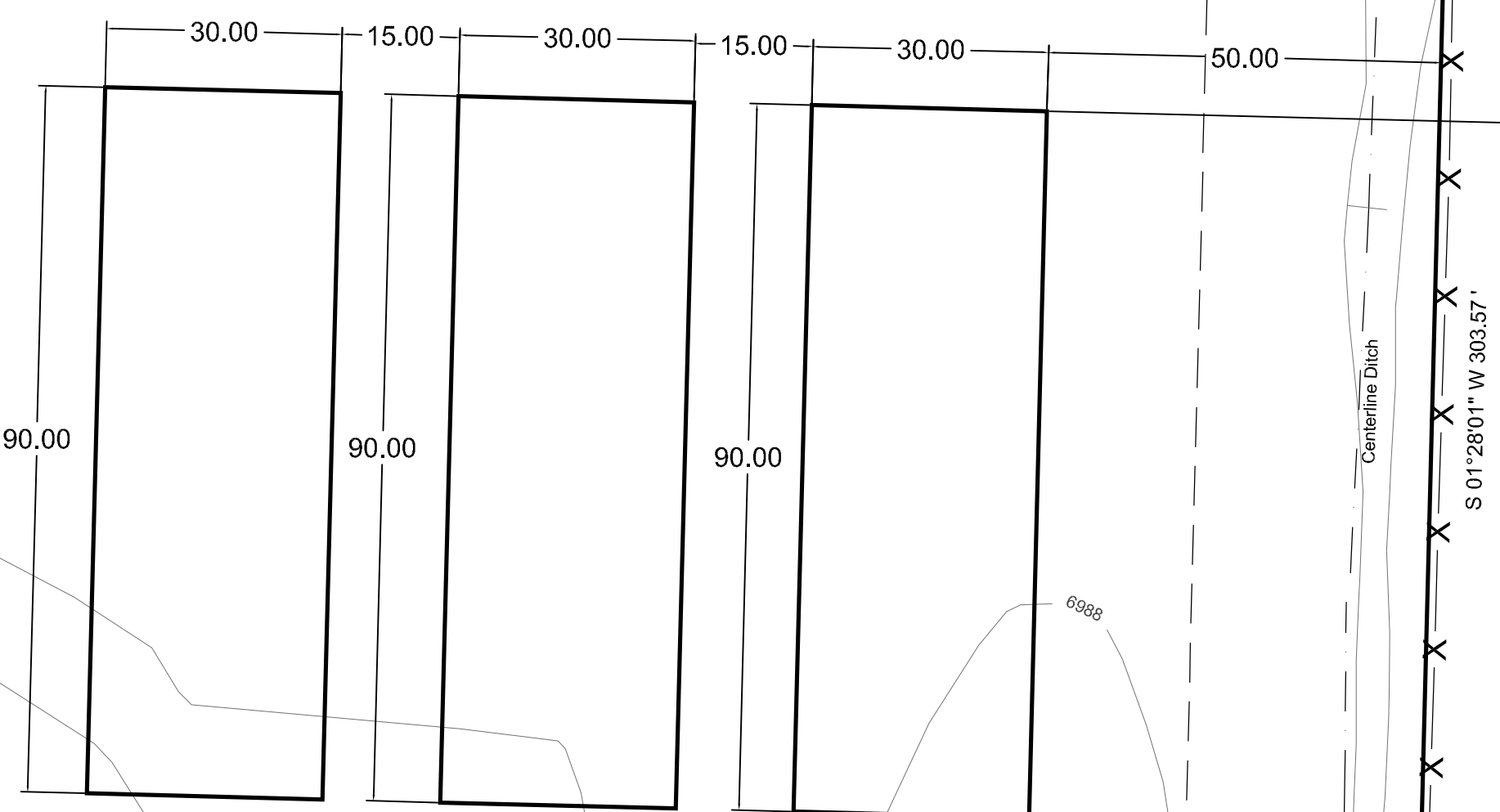
STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing Certificate of Ownership and Dedication was acknowledged before me this day ___ of ___, A.D. 2018, by

by DANNY WESSELING JULIE WESSELING
(type in name and representative capacity)

Witness my hand and official seal.
My Commission expires

Notary Public



B. LIENHOLDER'S CERTIFICATE

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at insert Reception # and/or Bk. & Pg., hereby joins in this subdivision, any applicable subdivision improvements agreement, and the dedication of easements, property and streets as shown hereon.

Type in lienholders name of record

STATE OF COLORADO)

By (Type in signatory's name and representative capacity)

) ss.

COUNTY OF OURAY)

The foregoing Certificate was acknowledged before me this day ___ of ___, A.D. 20___, by (type in signatory name), (type in representative capacity), of (type in lienholder's name.)

Witness my hand and official seal.
My Commission expires Notary Public

(SEAL)

C. SURVEYOR'S CERTIFICATE:

I, _____, hereby certify that this plat was prepared under my direct supervision and that said survey is accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statutes, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

License No.

D. ATTORNEY'S CERTIFICATE:

I, _____, an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the title of all land herein platted and that title to such land is in the dedicator(s) and owners, and that the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

(state record name of lienholder, nature of lien and recording data) Dated this ___ day of ___, A.D., 2018.

Attorney at Law

E. ENGINEER'S CERTIFICATE

I, _____, a Registered Engineer in the State of Colorado, do certify that the streets, curb gutter & sidewalk, sanitary sewer system, the water distribution system, fire protection system and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, are adequate to serve the Subdivision shown hereon.

Date:

Engineer Registration Number

F. CERTIFICATE OF IMPROVEMENTS COMPLETION:

The undersigned, Town Manager of the Town of Ridgway, do certify that all improvements and utilities required by the current Subdivision Regulations of the Town of Ridgway have been installed in this Subdivision in accordance with the specifications of the Town except for the following which have been secured pursuant to Town subdivision regulations:

Date:

Town Manager

G. PLANNING COMMISSION:

Approved by the Ridgway Town Planning Commission this ___ day of ___, A.D. 2018, by _____ Chairman.

H. TOWN COUNCIL:

Approved by the Ridgway Town Council this ___ day of ___, A.D. 2018, by _____ Mayor.

I. TOWN ATTORNEY'S CERTIFICATE:

Approved for recording this ___ day of ___, 2018.

Town Attorney

J. TREASURER'S CERTIFICATE:

I certify that as of the day of ___, there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.

Date:

Ouray County Treasurer

K. RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Ridgway County at ___ m. on the ___ day of ___, A.D. 2018, under Reception No. _____.

L. CERTIFICATE OF IMPROVEMENTS:

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements are installed, available and adequate to serve each lot.

Date:

Town Manager

REVISIONS	BY

TITLE SHEET, EXISTING
CONDITIONS & BUILDING
LOCATION SHEET

CHIMNEY PEAK STORAGE, LLC
LOT 26-B2 EASTSIDE SUBDIVISION
RIDGWAY, CO 81432

DRAWN	JEP
CHECKED	JEP
DATE	7-2-18
SCALE	1"=20'-0"
JOB NO.	
SHEET	1
OF 1	SHEETS

STAFF REPORT

Request: Conditional Use Permit
Legal: Trailtown Subdivision Lot 26-B Amended Plat, Lot 26-B2
Address: TBD Palomino Trail
Parcel #: 430516404004
Zone: General Commercial (GC)
Applicant: Chimney Peak Storage, LLC c/o Julie Wesseling
Owners: Trailtown Partners, LLC
Initiated By: Shay Coburn, Planner
Date: July 31, 2018

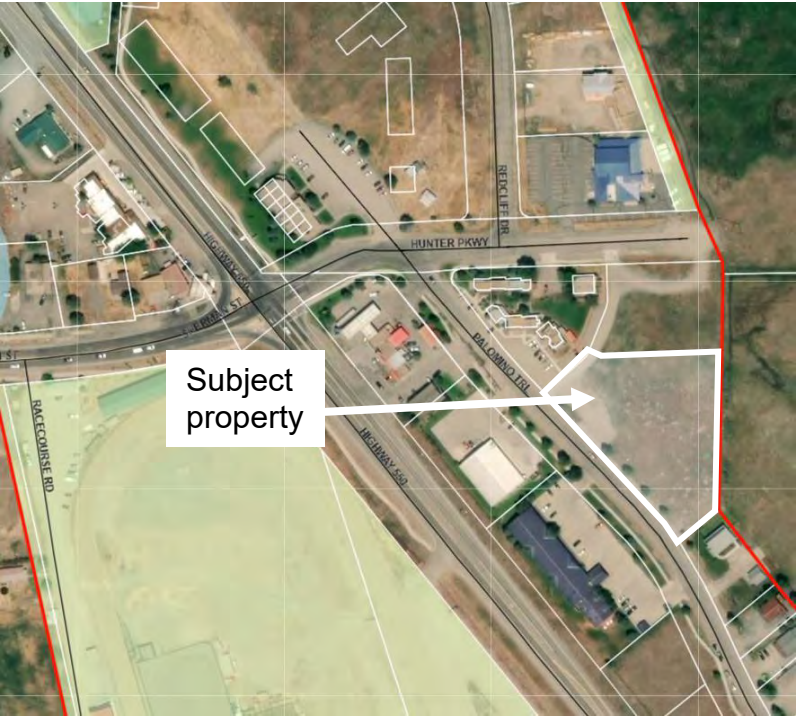
REQUEST

Applicant is requesting a conditional use in the General Commercial district for a storage facility.

This property is on the east side of Highway 550 near other commercial uses, in the Trailtown Subdivision. The Applicant is proposing to build a 1,250 square foot office building and five 1,600 square foot storage unit buildings with a potential phase 2 that would assumingly add more capacity for storage.

The Applicant has submitted an application, letter dated July 2, 2018, site plan and elevations drawings and the applicable fee.

The property and public hearing have been noticed in compliance with the Town Municipal Code.



CODE REQUIREMENTS

RMC §7-3-9 "GC" General Commercial District

Applicable code provisions for this public hearing:

(A) Intent: This District encompasses lands along the river and Highways 550 and 62. Its purpose is to create areas for retail, wholesale and service businesses, tourist and auto oriented uses, storage, manufacturing and industrial activities which require adequate space, light and air whose operations are quiet and clean, and extractive industry. Each use will be required to mitigate its particular negative impacts, as they exist, if they exist, so as to provide for the reasonable enjoyment of adjacent properties.

(C) Conditional Uses:

(10) Warehouses or storage facilities.

(D) Performance Standards

(1) No use shall be established or maintained in the "GC" District which results in an unreasonable hazard to the community, creates a public or private nuisance, or creates unreasonable smoke, dust, noise, fumes, odors, vibrations or light observable off the premises.

(2) Buildings containing more than 10,000 square feet of gross floor area will be required to mitigate the visual impacts of their size by means of design, landscaping, berming and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings compatible with the mass and scale of buildings in the Town generally. (Ord 1-2014)

(3) Buildings containing more than 25,000 square feet of gross floor area shall not be allowed. (Ord 1-2014)

(4) All uses shall be required to mitigate the impacts of their operations by means of landscaping, screening, site design, fencing or other methods to assure the reasonable enjoyment of adjacent property.

(5) All outdoor storage areas must be screened by means of fencing, landscaping or other methods.

(6) (a) Residential uses must provide off-street parking as required by Subsection 7- 3-10(C).

(b) Repealed by Ordinance 19-1999

(c) Repealed by Ordinance 19-1999

(d) Residences shall be minimum of 21 feet wide with an average roof pitch of at least 3 to 12 and a minimum eave overhang of 12 inches.

(7) Drive-in restaurants, drive-in theatres, or any other retail stores and service establishments with drive-through facilities, other than banks or pharmacies, shall not be allowed in the "GC" District. (Ord 6-2004)

(8) Boarding and Rooming House(s) shall not be allowed in the "GC" District. (Ord 5-2016)

(9) A Dormitory shall not be allowed in the "GC" District. (Ord 5-2016)

RMC §7-3-14 Conditional Uses

(A) Uses listed as conditional uses for the various zoning districts provided in this Section shall be allowed only if the Planning Commission determines, following review pursuant to Subsection 7-3-18, that the following criteria are substantially met with respect to the type of use and its dimensions:

(1) The use will not be contrary to the public health, safety, or welfare.

(2) The use is not materially adverse to the Town's Master Plan.

(3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.

(4) The use is compatible with existing uses in the area and other allowed uses in the District.

(5) The use will not have an adverse effect upon other property values.

(6) The location of curb cuts and access to the premises will not create traffic hazards.

(7) The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of other property in the area.

(8) Visual impact due to a building's size shall be mitigated by means of design, landscaping, berming, and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and scale of buildings in the Town generally. (Ord 1-2014)

(B) The burden shall be upon the applicant to prove that these requirements are met.

ANALYSIS

“Storage facilities” are a conditional use in the General Commercial District. This use may be considered if the Performance Standards of §7-3-9(D) and the criteria for a conditional use permit listed in §7-3-14 are met. The following is an analysis of applicable standards and criteria.

RMC §7-3-9(D) Performance Standards

(1) The proposed storage facility should not result in an unreasonable hazard to the community nor should it create a nuisance. The Applicant’s letter noted that all outdoor lights will be compliant with Town codes, hazardous materials will not be permitted to be stored, the drive areas will be a penetrable surface that will minimize dust, and more.

(2) None of the proposed buildings are larger than 10,000 square feet. The office is proposed to be 1,250 square feet and each of the five storage buildings is proposed to be 1,600 square feet. That is 9,250 square feet if all added together.

(3) None of the buildings are more than 25,000 square feet.

(4) The proposed site plan includes landscaping and a solid 6-foot fence around the perimeter of the property. Materials for the “solid fence” are not defined. No landscaping is included on the east side of the property but a solid fence is, this is also the Town boundary. The proposed office building will be close to the public right-of-way and will have some architectural character. Additional screening, site design and fencing should not be needed to assure reasonable enjoyment of adjacent property.

(5) The entire area proposed for storage will be screened with a solid 6-foot fence and landscaping on all but the east side. It appears as if no outdoor storage is proposed at this time. Outdoor storage may be a consideration for phase 2 but prior to a build out on phase 2, another conditional use application will need to be submitted.

(6) No residential uses are proposed.

(7) No drive-in restaurant, theater or other drive-through facility is proposed.

(8) No boarding and/or rooming house is proposed.

(9) No dormitory is proposed.

RMC §7-3-14 Conditional Uses

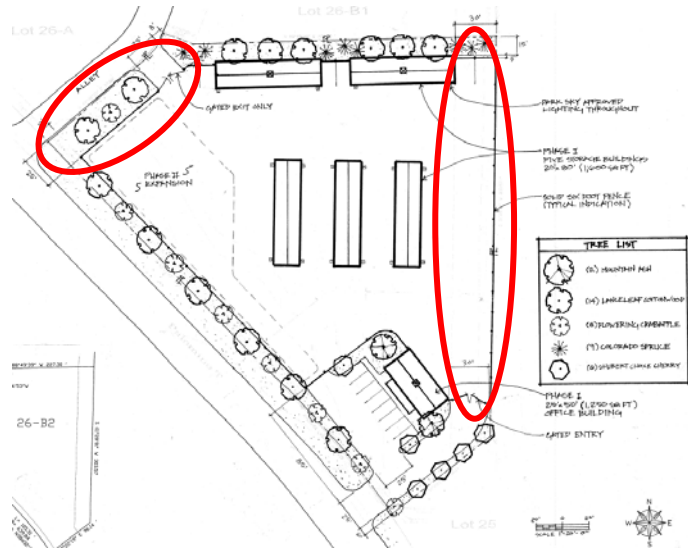
(1) The use will not be contrary to the public health, safety, or welfare.

There should be no impact to the public’s health, safety and welfare. See the Applicant’s letter for details.

The 30' gated entry on the south side of the lot appears to have be the start of a drive lane that runs along the lot line all the way to the north end of the property. This is also the location of an existing ditch. Applicant should confirm how the ditch with interact with the drive lane, for example, will the ditch be underground?

- (2) *The use is not materially adverse to the Town's Master Plan.*

The proposed use is in an existing commercial area. The description of the commercial land use in the 2011 Land Use Plan mentions that the purpose is to create areas for storage among other uses. In addition, Goal number 5 in the Land Use Plan, titled "Economy," includes policies that directly support the Applicant's proposal. For example, policy 4 supporting and nurturing a successful business environment. This development is also off of the main highway and should not impact any of the designated gateways into Town.



Two areas of concern on the proposed site plan. See items (1) and (6) under 7-3-14 Conditional Uses

Staff could not identify any goals or policies that would make this use adverse to the master plan.

- (3) *Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.*

This proposed use is in an existing commercial area which contains a road network and a sidewalk on the opposite side of the street. There may be a benefit to having a sidewalk along the west side of this property as the lot to the north is required to build a sidewalk as part of the Subdivision Improvements Agreement. This use may increase traffic but without a high use time, like a restaurant, it should not impact traffic much. In addition, the gated entry on site should help keep cars off of Palomino Trail.

- (4) *The use is compatible with existing uses in the area and other allowed uses in the District.*

The storage facility is somewhat compatible with surrounding commercial uses. The other commercial uses in the area seem more geared toward retail and lodging but are still commercial uses.

- (5) *The use will not have an adverse effect upon other property values.*

The use should not have an adverse effect upon property values. With attention to landscaping, screening, and building design this development should not adversely affect the value of the surrounding properties.

- (6) *The location of curb cuts and access to the premises will not create traffic hazards.*

The driveway on the south side of the property, on Palomino Trail, is at a right angle and should not create a traffic hazard. It has appropriate visibility and is appropriately spaced from other existing driveways. Applicant should be aware that a hard-surfaced apron from the paved street into the gravel area will be required as part of the building permit process.

The north west side of the property has a 12.5' Access and Utility Easement per the current plat map. This includes the area in which the alley is already built. Therefore, the fence and planting area will need to be adjusted accordingly to accommodate that easement.

Access to this property will be off of Palomino Trail via either CR 12 or Hunter Parkway. These are established roads that can handle a little additional traffic with ease.

- (7) *The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of other property in the area.*

This use should not generate unreasonable light, noise, vibration, or other effects. The Applicant has noted that all lighting will comply with Town's lighting regulations.

- (8) *Visual impact due to a building's size shall be mitigated by means of design, landscaping, berming, and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and scale of buildings in the Town generally. (Ord 1-2014)*

The new office building, the one that will be visible from Palomino Trail, will be designed to include a copula and covered porch to reflect a rural feel. The other storage buildings will be screened by means of a solid fence and landscaping with two of the buildings visible from the lot to the north. The Applicant is proposing to install 34 trees and drought resistant xeriscaping. The plans submitted show that the Applicant has complied with many of the Commercial Design Guidelines although the application does not include details on building materials and site drainage.

RMC §7-4-6(B) Subdivision Improvements Agreement

The subject property, Lot 26-B2, has a lien on it as part of the Subdivision Improvements Agreement recorded with the Ouray County Clerk and Recorder at reception number 214991 for the Trail Town Condominium Subdivision. Applicable code provisions include RMC 7-4-6(B)(2) and (6):

(B) Subdivision Improvements Agreement

(2) All improvements shall be completed and accepted within 2 years following approval of the final plat by the Town, unless a longer interval is provided for in the Subdivision Improvements Agreement

(6) No lot may be sold in any subdivision nor may any building, occupancy or other permit be issued if a breach of the improvements agreement occurs until such breach is remedied.

The Subdivision Improvements Agreement is currently expired and the recent final inspection warranted a number of corrections and improvements. These corrections and improvements need to be addressed before the SIA can be released.

STAFF RECOMMENDATION

The conditional use must meet the required performance standards and conditional use criteria to be allowed. These criteria and performance standards exist due to the impact this use may have on the surrounding area.

Given that the Applicant has done a great job explaining and ensuring compliance with the performance standards and conditional use criteria, Staff recommends approval of this application for a conditional use for a storage facility with the following conditions:

1. Adjust northwest planting and fence to accommodate the established 12.5' Access and Utility Easement.
2. Address how the existing ditch and proposed drive lane will interface.
3. Release of the lien on the property though completion and release of the SIA.
4. Approval does not include the phase 2 expansion. When or if the Applicant wants to expand the proposed use, they must apply for another Conditional Use.



Posted property from Palomino Trail.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Ridgway Planning Commission will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Tuesday, July 31st, 2018 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: Plat Amendment

Location: Willow Creek Trading Subdivision including Drashan Condominiums

Addresses: 167, 171, and 189 N Cora St.; 602, 604, and 610 Clinton St.

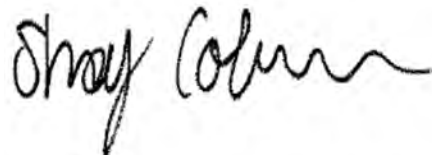
Zoned: Historic Business (HB)

Applicant: Willow Creek Trading Subdivision Parking Maintenance Association, Inc.

Property Owners: Arapaho Partners LLC, 171 N Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc.

ALL INTERESTED PARTIES are invited to attend said hearing and express opinions or submit written testimony for or against the proposal, to the Town Clerk.

FURTHER INFORMATION on the above application may be obtained or viewed at Ridgway Town Hall, or by phoning 626-5308, Ext. 222.



DATED: July 20, 2018

Shay Coburn, Town Planner

PLANNING & ZONING PERMIT

Incomplete Applications will be Rejected

Receipt # PMD 5.24.18 \$100 *
 Date Received 5.24.18 *
 By SC *
 * For Office Use Only

ACTION REQUESTED

TEMPORARY USE PERMIT	<input type="checkbox"/>	7-3-13c	VARIANCE	<input type="checkbox"/>	7-3-16
CONDITIONAL USE PERMIT	<input type="checkbox"/>	7-3-14	REZONING	<input type="checkbox"/>	7-3-17
CHANGE IN NON-CONFORMING USE	<input type="checkbox"/>	7-3-15	SUBDIVISION	<input checked="" type="checkbox"/>	7-4-1 thru 7-4-12
OTHER: _____	<input type="checkbox"/>	_____			

APPLICANT/APPLICANTS: NAME: <u>WILLOW CREEK TRADING SUBDIVISION</u> MAILING ADDRESS: <u>PARKING MAINTENANCE</u> CITY: <u>C/O MOUNTAIN MAISON MANAGEMENT</u> TELEPHONE NO.: <u>RIDGWAY</u> FAX: <u>970-626-4314</u>	OWNER/OWNERS OF RECORD: NAME: _____ MAILING ADDRESS: _____ CITY: _____ TELEPHONE NO.: _____
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ADDRESS OF PROPERTY: WILLOW CREEK TRADING SUBDIVISION
 ACREAGE/SQUARE FOOTAGE: _____ ZONING DISTRICT: HR
 BRIEF DESCRIPTION OF REQUESTED ACTION: PLAT AMENDMENT to resolve parking issues in subdivision

ATTACHMENTS REQUIRED FOR ALL ACTIONS:

1. Evidence of ownership or written notarized consent of legal owner(s).
2. Copy of all site plans drawn to scale showing location of building(s), elevations, abutting streets, and all dimensions, must be submitted on paper size of 8.5 x 11 or 11 x 17.
3. A filing fee payable to the Town of Ridgway.

FILING FEE SCHEDULE:

Temporary Use \$ 100.00 Conditional Use 100.00 Change in Nonconforming Use 100.00 Variances & Appeals 150.00 Rezoning 200.00 Reviews Pursuant to 7-3-18 100.00 Variance from Flood Plain Reg's 100.00 Deviations from Single Family Design Standards 100.00	Subdivisions a. Sketch Plan \$ 200.00 (plus \$10.00 per lot or unit) b. Preliminary Plat 400.00 (plus \$20.00 per lot or unit) c. Final Plat 300.00 d. Minor Subdivision 200.00 e. Lot Split 100.00 f. Replat/amended plats 100.00 g. Planned Unit Development (a. b. & c.)
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ADDITIONAL COSTS:

Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.

SPECIFIC ATTACHMENTS REQUIRED FOR EACH ACTION:

CONDITIONAL USE PERMITS:

- 1. The site plan shall show off-street parking requirements, landscaping and architectural features.
- 2. Information showing compliance with applicable criteria.
- 3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
- 4. Property shall be posted at least 10 days prior to the hearing.

TEMPORARY USE PERMITS:

- 1. The site plan shall show off-street parking requirements, landscaping and architectural features.
- 2. Information showing compliance with applicable criteria.
- 3. Property shall be posted at least 10 days prior to the hearing.

CHANGES IN NON-CONFORMING USE:

- 1. Description of existing non-conformity.
- 2. Information showing compliance with applicable criteria.
- 3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
- 4. Property shall be posted at least 10 days prior to the hearing.

VARIANCE:

- 1. Site plan showing details of the variance request and existing uses within 100 ft. of property.
- 2. Information showing compliance and/or non-compliance with applicable criteria.
- 3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.

REZONING:

- 1. Legal description, present zoning and requested zoning of property.
- 2. Notice of hearing shall be posted 10 days before the date of the hearing.
- 3. Property shall be posted at least 10 days prior to the hearing.

SUBDIVISION:

- 1. All requirements established by Municipal Code Sections 7-4-1 through 7-4-12.
- 2. Affidavit of notice sent to all surface and mineral owners and lessees of mineral rights. (Proof of proper notice must be submitted prior to the hearing.)
- 3. The Preliminary Plat shall be submitted 21 days prior to the hearing.
- 4. The Final Plat shall be submitted 20 days prior to the next scheduled Planning & Zoning meeting.
- 5. Sketch plan required in subdivisions consisting of more than 5 proposed lots or units.


Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



 Signature of Applicant/Applicants

5/23/18

 Date



 Signature of Owner/Owners

5/23/17

 Date

July 24, 2018

To the Ridgway Planning Commission and the Ridgway Town Council:

On June 26, 2018, the Ridgway Planning Commission unanimously recommended approval of a Plat Amendment for the Willow Creek Trading Subdivision to the Ridgway Town Council. This recommendation was conditional, however, and required the applicant, the prospective Willow Creek Trading Subdivision Parking Maintenance Association, to work with Town Staff to resolve several outstanding issues, mostly related to timing, prior to the scheduled Town Council hearing. We are back now because those discussions resulted in a change to the proposed Plat Amendment that requires additional Planning Commission review prior to a hearing by the Town Council.

That change is to the dimensions of one of the seven parking spaces in the reconfigured Shared Parking Area, at the request of the Ridgway Chautauqua Society (RCS), which is the owner of Lot 4 in the Subdivision. This request evolved out of the RCS's concurrent project to address drainage problems. The RCS seeks to reduce the amount of land that Lot 4 would place under easement for parking and the Planning Commission is being asked to review that request on its merits.

In addition to the requested change in the dimensions of one of the parking spaces, the application now includes changes to the Plat Amendment and Articles of Association to address the timing issues that consumed much of the discussion at the June 26 meeting. These changes are: a drainage easement that will allow the owners of Lot 4 to move forward with a drainage plan at any time, without requiring any particular timing with respect to Parking Area improvements once the Plat Amendment receives final approval; and provisions in the Articles of Association ensuring that Parking Area improvements will be completed in a timely manner, again without that work being contingent on how or when Lot 4 drainage is resolved as the Town Engineer and Lot 4's drainage engineer continue work toward a solution..

With these changes, if the Planning Commission recommends approval of the Plat Amendment and the Town Council grants its approval on August 8, the remaining steps necessary to bring this Plat Amendment to final approval are now clear:

1. Planning Commission review of the Plat Amendment (July 31).
2. Town Council review of the Plat Amendment. (Aug. 8).
3. Execution of the Willow Creek Trading Subdivision Parking Maintenance Assoc. Articles of Association, which is tentatively scheduled for a meeting of the Subdivision Property owners on August 14.
4. Filing of the Articles of Association and Plat Amendment with the County Clerk and Recorder.
5. Drainage plan for Lot 4 (can commence at any time).
6. Completion of Parking Lot Improvements (within six weeks of the execution of the Articles.)

7. Once the Parking Lot improvements are complete, all conditions of Plat Amendment approval will have been met, enabling issuance of building permits for planned new uses on Lots 2 & 3.

In summary, the July 31 hearing before the Planning Commission will be the fourth time this application is being considered by the Commission. This application has been challenging due to three conditions: First, the original plat for the Willow Creek Subdivision renders most of the properties in the subdivision out of compliance with current zoning and/or restricts uses in the properties in ways that is not productive for the property owners or the town. Second, any change to the Willow Creek subdivision plat requires unanimous agreement among the six property owners, along with Town approval. Third, the amount of land in the subdivision dedicated to on-site parking is substantially less than current Town zoning requires.

Our work with each other and with the Town over the course of three hearings brings us to what we hope is now a fully fleshed-out and detailed agreement that creates substantially more off-street parking for the Town by making the best use possible of the available land. An additional benefit to the Town and the Property Owners in the Subdivision is the creation of the new Property Owners Association, which ensures a mechanism for addressing any future issues that may arise with respect to the Shared Parking Area, without the burden of requiring unanimous consent of all the Property Owners.

Thank you for your time and consideration.

Seth Cagin, Ralph Stellmacher, Sue Husch, Patrick O'Leary, Daniel Richards
For the Willow Creek Subdivision Parking Maintenance Assoc, LLC.

**ARTICLES OF ASSOCIATION OF
THE WILLOW CREEK TRADING SUBDIVISION PARKING
MAINTENANCE ASSOCIATION, INC**

Effective Date: _____, 2018

These are the “**Articles of Association**” for The Willow Creek Trading Subdivision Parking Maintenance Association, Inc., a Colorado corporation (the “**Association**”), which have been duly adopted and authorized by the Members (designated and defined below).

ARTICLE ONE
WILLOW CREEK TRADING SUBDIVISION/SHARED PARKING HISTORY

1.1. The Willow Creek Trading Subdivision (hereinafter “**Willow Creek Subdivision**”) was formed by the plat recorded in Reception No 177032 (collectively referred to as the “**Willow Creek Plat**”). As originally formed, the Willow Creek Trading Subdivision consisted of Lot 1, Lot 2, Lot 3 and Lot 4.

1.2. The Willow Creek Plat established, depicted and described a certain Shared Parking Access Area (hereinafter “**Shared Parking Facilities Area**”) consisting of five parking spaces (“**Parking Spaces**”) for use by Lot 1, Lot 2 and Lot 3 and an easement providing ingress/egress to Lot 4 for parking on its own property. The Parking Spaces, the Shared Parking Facilities Area and the easement are collectively referred to as the “**Shared Parking Facilities**”).

1.3. The owner of Lot 1 subsequently formed the Drashan Condominium and recorded certain condominium documents, including the map recorded in Reception No. 194017 and the Condominium Declaration recorded in Reception 193921 (collectively, the “**Drashan Condominium Documents**”), further dividing Lot 1 into three separate condominium units, namely Drashan Unit 1, Drashan Unit 2, and Drashan Unit 3. The map also depicts a sixth parking space in the Shared Parking Facilities Area. This sixth space, however, was not and is not usable due to utilities installations within it.

1.4. As a result of the recordation of the Drashan Condominium documents, the Shared Parking Facilities was intended to be used and shared by the owners of Drashan Unit 1, Drashan Unit 2, Drashan Unit 3, Lot 2, Lot 3 and Lot 4 (collectively, the “**Properties**”).

1.5. The lot or unit constituting each of the Properties are benefited and burdened by the terms, conditions, provisions, restrictions and requirements set forth in these Articles of Associations.

1.6. These Articles of Association amend, replace and supersede any and all previous agreements, including but not limited to the Parking Agreement recorded in Reception No. 179550, that govern any aspect of use, operation and management of the Shared Parking Facilities by the Members for the benefit of the Properties.

ARTICLE TWO
FORMATION OF THE ASSOCIATION

2.1. The Association was duly formed with the filing of the Articles of Incorporation (“**Articles of Incorporation**”) filed with the Secretary of State on February 23, 2018 evidenced by document filing number 20181151358. The Association is also governed by its duly adopted bylaws dated _____, 2018 (“**Bylaws**”).

2.2. The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage, administer and operate the Shared Parking Facilities, and to manage and administer other maintenance for the Willow Creek Subdivision including but not limited to snow removal on public sidewalks, trash area maintenance, and trash removal, as may be determined by the Association, subject to the terms and conditions of these Articles of Association, the Articles of Incorporation, the Bylaws, a variance to the Town of Ridgway Parking Requirements approved by the Ridgway Planning Commission on March 27, 2018 (“**Variance**”), and a Plat Amendment approved by the Ridgway Town Council on _____ and recorded in Reception No.

_____ (“**Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area**”). The Association shall serve as the governing body for all of the Members for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of Shared Parking Facilities, the levying and collection of Assessments for Common Expenses and other expenses of the Association, and such other matters as may be provided in these Articles of Association, the Articles of Incorporation, Bylaws, and any rules and regulations. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it on behalf of the Members in accordance with the provisions of these Articles of Association, the Articles and the Bylaws.

2.3. The Bylaws for the Association were adopted at the first Annual Meeting of the Association membership. Such Bylaws may be amended or repealed, in whole or in part, in the manner provided therein, and amendments to the Bylaws shall be binding on all Association members, including those who may have voted against them.

2.4. The principal office for the Association and the Registered Agent for the Association is as provided for in the Articles of Incorporation; and may be changed at any time by the Association by filing the change with the Colorado Secretary of State.

2.5. The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation or the Bylaws. A quorum shall be deemed present throughout any meeting of the Board of Directors if persons entitled to cast at least fifty percent (50%) of the votes on the Board of Directors are present at the beginning of the meeting or grant their proxy as provided in C.R.S. Section 7-128-205(4). All regular and special meetings of the Board of Directors or any committee thereof shall be open to attendance by all Members of the Association or their representatives. The Board of Directors shall have all of the powers, authority and duties granted or delegated to it by the Act, these Articles of Association, the Articles of Incorporation or the Bylaws and shall act in all instances on behalf of the Association. The Board of Directors may not, however, act on behalf of the Association to amend these Articles of Association, to terminate the Association, or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term. The Board of Directors may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association.

2.6. The Members, by majority vote, are authorized to adopt rules and regulations governing the use and operation of the Shared Parking Facilities and the operation of the Association.

2.7. Meetings of the Association and the Board of Directors shall occur as provided for in the Bylaws.

ARTICLE THREE **MEMBERS AND MEMBERSHIP**

3.1. The Members of the Association consist of the following parties (collectively, the “Members”):

(a) 171 N. Cora LLC, which is the current, fee simple owner of Lot 2, per the Willow Creek Plat, Town of Ridgway, Ouray County, Colorado (“**Lot 2**”).

(a) Arapahoe Partners LLC, which is the current, fee simple owner of Lot 3, per the Willow Creek Plat, Town of Ridgway, Ouray County, Colorado (“**Lot 3**”).

(b) Ridgway Chautauqua Society, Inc, which is the current, fee simple owner of Lot 4, per the Willow Creek Plat, Town of Ridgway, Ouray County, Colorado (“**Lot 4**”).

(c) The Drashan Condominiums Owners Association, Inc., a Colorado nonprofit corporation (“**Drashan Condominiums Association**”), which was formed to administer the rights and interests of the respective owners of Unit 1, Unit 2 and Unit 3 of the Drashan Condominiums, per the Drashan Condominium Documents, Town of Ridgway, Ouray County, Colorado. The parking spaces attributable to the Drashan Condominiums constitute common elements within the meaning of the Drashan Condominium Documents for the use and benefit of Unit 1, Unit 2 and Unit 3 of the Drashan Condominiums. In entering into these Articles of Association, the Drashan Condominiums Association is acting by and on behalf of the owners of Unit 1, Unit 2 and Unit 3 of the Drashan Condominiums with respect to the parking rights and interests in the Shared Parking Facilities subject to and in accordance with the Drashan Condominium Documents.

3.2. There shall be one Membership in the Association for Lot 2, Lot 3, and Lot 4 and one Membership in the Association for the Drashan Condominium Association. The person or persons who constitute the owner of Lot 2, Lot 3 and Lot 4 shall automatically be the holder of the Membership appurtenant to that Lot, and shall collectively be the “**Member**” of the Association with respect to that Property and the Membership appurtenant to that Property, shall automatically pass with fee simple title to the Property. The Drashan Condominium Association shall automatically be the Member on behalf of its three constituent owners. Membership in the Association shall not be assignable separate and apart from fee simple title to the Property, or in the case of Drashan, separate and apart from the Drashan Condominium Association. In the case of joint ownership of any Property, the Members thereof shall be entitled to only one membership.

3.3. The rights and interests of the Members are specifically tied to the respective ownership of Lot 2, Lot 3 and Lot 4, or in the case of Drashan Condominiums, to the rights and interests of the Drashan Condominium Association as the representative of its constituent owners. The rights and interests of the Members shall automatically transfer with the conveyance of a Member’s rights and interests in the Properties, without any requirement to modify or amend these Articles of Association. The rights, duties and obligations of a member, by virtue of a Member’s rights, duties and obligations as a Member of the Association shall run with title to the lot or unit constituting each of the Properties and the succeeding Member shall be benefited and burdened by such rights, duties and obligations relating to such membership interests.

3.4. The Members shall be entitled to one (1) vote in the Association for each Allocated Interest assigned to the Member’s lot or unit as indicated in attached **Exhibit “A”**. If title to a lot or unit is owned by more than one (1) Person, such persons shall collectively cast their allocated vote and such owners shall determine among themselves who is to cast the vote. Further voting rights shall be exercised as provided for in the Bylaws.

3.5. All present or future Members, tenants, occupants, and any other person that might acquire, lease, occupy, or otherwise use in the Properties and any usage rights of the Shared Parking Facilities, or any portion thereof, or any facilities or appurtenances thereto or thereon, in any manner, shall be subject in all respects to the covenants, conditions, restrictions, reservations, easements, regulations, and all other terms and provisions set forth in these Articles of Association, the Articles of Incorporation and the Bylaws.

3.6. A Member may not withdraw from the Association in the absence of the requisite consent of the other Members and an amendment to these Articles of Association as provided for herein.

ARTICLE FOUR **PURPOSES AND POWERS OF THE ASSOCIATION**

4.1. The Association was formed to manage, administer and operate the Shared Parking Facilities, subject to the terms and conditions of these Articles of Association, the Articles of Incorporation, the Bylaws and the variance to the Town of Ridgway Parking Requirements approved by the Ridgway Planning Commission on March 27, 2018, and Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area approved by the Ridgway Town Council on _____.

(a) The purposes of the Association include (a) improving the Shared Parking Area by reconfiguring it and making physical improvements to it; and (b) clarify the on-site parking available for each of the Properties; (c) provide for future repair, maintenance, renovation, upgrade, snow removal and overall management of the Shared Parking Facilities, (d) providing for other maintenance activities that the Association deems to be of common interest to all of the Properties, including but not limited to managing snow removal from public sidewalks that border the Willow Creek Subdivision and maintenance of trash storage areas within the Willow Creek Subdivision and contracting with a waste removal service, and (e) incurring and expending funds in connection with the exercise its powers and duties hereunder, which shall constitute “Common Expenses” to be allocated among the Members.

(b) This Association is organized and operated exclusively for the above-stated purposes, and for other nonprofit purposes and no part of any income of the Association shall inure to the exclusive benefit of any private member.

4.2. In furtherance of purposes for which the Association was formed, the Association is authorized, empowered and directed to perform the following:

- (a) Improve the Shared Parking Facilities Area by reconfiguring it and making physical improvements to it;
- (b) Clarify the on-site parking available for each of the Properties;
- (c) Provide for future management and maintenance of the Shared Parking Facilities Area; and
- (d) Provide for maintenance described in 4.1. (a) (b)

4.3. In furtherance of the objectives described above, but not in limitation thereof, the Association, through its Board of Directors, shall have the power to do all things necessary and proper in connection with the operation, management, maintenance, repair, upgrade, reconstruction, snow removal and drainage of the Shared Parking Facilities. The Board may do all such acts and things except as

prohibited by Colorado law, or by the Articles of Incorporation, or by the Bylaws. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Members:

(a) To administer and enforce the terms, conditions, provisions, restrictions, uses, limitations, obligations and all other provisions set forth in the Articles of Association and supplements and amendments thereto.

(b) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the Shared Parking Facilities

(c) To Obtain appropriate insurance for the Shared Parking Facilities and for the Association and members of the Board of Directors.

(d) To levy and collect assessments as set forth herein.

(e) To hire a community association management company.

(h) To exercise any other powers granted to it in the Articles of Association or Articles of Incorporation.

ARTICLE FIVE **OPERATION OF THE SHARED PARKING FACILITIES; RULES AND RESTRICTIONS**

5.1. To fulfill its purpose, the Association applied for a Variance in connection with the provision of parking for the Properties (hereinafter “**Variance**”) to Town of Ridgway Parking Regulations that would:

(a) provide for seven parking spaces in the reconfigured Shared Parking Area;

(b) implement a system of 11 parking permits allocated among the Members who are the owners of the Properties to ensure maximum use of the Shared Parking Area;

(c) allow a second-floor residential use on Lot 2 and a second-floor residential use on Lot 3, in the Willow Creek Subdivision; and

(d) clarify the amount of on-site parking available to each of the six property owners to meet current and anticipated uses, with one permit issued for each required parking space under current zoning and subject to the Variance, upon its becoming final.

5.2. The application for the Variance was unanimously approved by the Ridgway Planning Commission on March 27, 2018, subject to two conditions, namely: (1) that the Association seek and obtain Town of Ridgway “approval and recording of a plat amendment to the Willow Creek Plat (“**Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area**”) with a cross-reference to these Articles of Association and the manner and method by which the Shared Parking Facilities are to be managed, administered and operated by the Association and (2) that the Association would undertake certain improvements to Shared Parking Facilities as described in the application for the Variance.

5.3. The map of the Shared Parking Facilities Area and the Shared Parking Facilities, after the completion of certain improvements as provided for in this document is attached to these Articles of Association as **Exhibit “B”**. The map includes an easement on Lot 4 by the Shared Parking Area, a general easement for all the properties to access parking and their properties, a drainage easement to Willow Creek Trading Subdivision Parking Maintenance Assoc.

allow water to effectively be moved from all properties, and for all utilities. The owners of Lots 1, 2, 3 and 4 shall have ingress and egress access to all parking spaces in the Shared Parking Facilities Area.

5.4. The Willow Creek Plat established certain non-exclusive perpetual easements, running for the use and benefit of the Properties and burdening those portions of the Properties necessary to accommodate the placement, use and operation of the Shared Parking Facilities within the Shared Parking Facilities Area (“**Shared Parking Facilities Easements**”). The **Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area** is amending and restating the Shared Parking Facilities Easements with the modifications to the Shared Parking Facilities Easements reflected in **Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area**. The Association is authorized and empowered to monitor, administer and insure compliance with the terms and conditions of the Shared Parking Facilities Easements as amended and restated by the Willow Creek Plat Amendment.

5.5. The Association will issue and allocate 11 parking permits. Five of the six properties in the Subdivision (Lots 2, 3 and 4, and the Drashan Condominiums Units 1 and 3) will be issued two permits each (“**Parking Permits 1-10**”). For Lot 4, the two permits will replace previously required parking within the boundaries of Lot 4. The sixth property, (the Drashan Condominiums Unit 2, aka the “Colorado Boy Building”), will be issued one permit (“**Parking Permit 11**”). The number of permits allocated to each property corresponds to the amount of off-street parking required for each property (under the current Ridgway Land Use Code as modified by the Variance.)

5.6. Parking permits can be used only by Members, residents, tenants, customers, and guests of the properties in the Subdivision.

5.7. The use of the Parking Spaces shall be available to the holders of Parking Permits 1-10 in the Shared Parking Area on a first come, first serve basis.

5.8. Costs incurred by the Association will be allocated among the four Members proportional to the number of parking permits each Member holds. Costs include annual operating expenses for maintenance, including but not limited to snow removal and property tax owed for the Shared Parking Area; an initial assessment to make improvements to the Shared Parking Area; and any annual or future special assessment that may be approved by the Association Board of Directors, as defined in the Bylaws.

5.9. Initial improvements to the Shared Parking Area will include, at a minimum, striping, signage, curb stops, and bollards to protect utility installations as needed.

5.10. In order to accommodate loading and unloading for the Sherbino, space 6 in the Shared Parking Area is assigned to the Ridgway Chautauqua Society.

5.11. Holders of permits may park in public parking spaces only when there is no available space in the Shared Parking Area.

5.12. Signage in the Shared Parking Area will state that every vehicle parked in the Shared Parking Area must display a permit in the dashboard. Vehicles not displaying a permit may be towed at the Member’s or vehicle owner’s expense.

5.13. The Parties agree and understand that they shall be jointly and severally liable for any and all maintenance work costs for work required to be completed on the Shared Facilities by the Town of Ridgway, its agents or assigns.

5.14. Members of the Association will notify prospective long-term and short-term tenants that the Subdivision is located in a vibrant Arts and Entertainment District and that noise impacts are possible.

5.15. The use of the Parking Spaces is subject to the following limitations, restrictions and requirements:

(a) Generally, the Parking Spaces are intended to allow the normal and customary flow of parking of motor vehicles from time to time, with the expectation that vehicles will be used and Parking Spaces will become available for use by other authorized persons from time to time. Motorized vehicles of any kind shall only be parked or stored in a designated Parking Space. Parking Spaces shall not be used for the long-term parking of vehicles (this provision is generally intended to allow someone to park a motor vehicle for up to two weeks while on vacation; if longer periods are anticipated, the owner must utilize parking off premises).

(b) Parking Spaces shall not be used for the storage of equipment, merchandise or other materials.

(c) No boats, trailers, buses, motor homes, mobile homes, campers (on or off supporting vehicles) or other recreational vehicles that do not fit clearly within the dimensions of a defined parking space shall be parked or stored in the Parking Spaces or in the Shared Parking Area. No off-road-motorcycles, snowmobiles, recreational vehicles, all-terrain vehicles, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger automobiles and one ton or smaller pick-up trucks) shall be parked for longer than one week or stored in the Parking Spaces or in the Shared Parking Area.

(d) No motorized vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt in a Parking Space. This restriction shall not prevent the non-commercial washing and polishing of vehicles, together with activities normally incident thereto.

(e) An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current motor vehicle license or which is not capable of being driven under its own propulsion or which does not have an operable propulsion system within the vehicle. In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), thereafter, the Board (as the case may be) shall have the right to remove the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the owner of the vehicle, all without liability on the part of the Board.

(f) The Board may cause any unauthorized vehicle parked in the Shared Parking Facilities Area or Parking Spaces to be immediately towed at the cost and expense of the owner of the unauthorized vehicle.

(g) Any Property Owner may encroach on the Shared Parking Area for the purposes of staging construction activities on their own property, provided that said Property Owner notifies all of the other property owners of the impacts in advance and provided that the impacts of construction are confined within one Parking Space and will not last more than 90 days and will not impede access to and/or use of other parking spaces. Any construction impacts that impact more than a single Parking Space or that are anticipated to last more than 90 days may be permitted provided that a special meeting of the Board of Directors is convened within 30 days of

the request of the Property Owner carrying out the construction to review how the impacts of construction will be managed to minimize impacts on the other Property Owners in the Subdivision. The Property Owner carrying out the construction must propose to implement reasonable and practicable construction mitigation measures, including but not limited to alternative parking arrangements provided by the proposing party to accommodate other owners' parking needs. The proposing party shall be responsible for restoring the parking area to a condition equal to or better than it was prior to its use as a construction staging area. Parking mitigation measures must be documented in a Resolution and approved by a simple majority of the other Members of Board. The Property Owner carrying out the construction will have no vote on the Resolution.

(h) Any use of the Shared Parking Area not expressly permitted by these Articles of Association is generally construed to be a Nuisance. Nuisances include but are not limited to storage of tools, equipment, construction materials, or trash outside of designated Trash Storage Areas, storage of anything other than trash in Trash Storage Areas, and construction impacts not contained, approved, or mitigated per paragraph 5.13 (g). If any Property Owner in the Subdivision observes a Nuisance, said Property Owner will notify the party creating the Nuisance that it must be cured. If such notification does not result in a cure, the Association may cure the Nuisance and recover any fees, costs or expenses it incurs from Property Owner who created it. Areas adjacent to the Shared Parking Area that are common areas, designated deck areas, or privately owned property encumbered by access easements are also subject to this Nuisance provision.

(i) The Board of Directors may adopt rules and regulations further regulating the use of the Shared Parking Facilities Area or Parking Spaces consistent with these Articles of Association.

5.16. The parties to these Articles of Association hereby pre-approve a development plan that may be proposed in the future by the Ridgway Chautauqua Society (“RCS”) that may affect the Shared Parking Area (hereinafter the “Plan”) provided that

(a) the mission and purpose of the RCS has not materially changed after the effective date of these Articles of Association;

(b) the Plan is undertaken by the RCS to support its occupancy and uses as a nonprofit organization and not for 3rd party commercial occupancy or uses;

(c) the pre-approval expires upon the sale of either parcel owned by the RCS and does not transfer to a future Member;

(d) the Plan will not reduce the amount of physical parking or the amount of on-site parking required by zoning that is accorded to any other party to this Agreement under the terms of these Articles of Association;

(e) parking assigned to the Members in the Plan would be of at least equal size, dimensions as parking in these Articles of Association or as agreed upon;

(f) the Ridgway Chautauqua Society agrees to pay for any and all related planning and construction/improvement costs and governmental approvals for any Plan it proposes that affects the Shared Parking Area, including any Zoning Variances or Plat Amendments that may be required; and

(g) any increase in annual maintenance costs incurred due to implementation of the Plan are the responsibility of the Ridgway Chautauqua Society and not the other parties to this Agreement unless otherwise agreed upon by all parties.

MEMBERSHIP ASSESSMENTS

6.1. Each Member shall pay annual assessments in such amount as established by the Association through its Board of Directors. Fees will be assessed on a Calendar Year basis, commencing with partial-year assessments on August 1, 2018.

6.2. Each Member, as the owner of a lot or unit constituting the Properties, shall be deemed to covenant and agree, and each successor owner of such lot or unit, by acceptance of a deed therefore (including a public trustee's or sheriff's deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Regular Assessments or charges, (2) Special Assessments, and (3) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively the "**Assessments**"). No Member shall have any right to set-off against an Assessment any claims that the Member may have or may claim to have against the Association. The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the lot or unit against which each such Assessment is charged. The obligation for such payments by each Member to the Association is an independent covenant, with all amounts due from time to time payable in full without notice or demand, and without set-off or deduction of any kind or nature. Each Member is liable for Assessments made against such Member's lot or unit during his period of ownership of the lot or unit. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each person who was a Member of such lot or unit at the time when the Assessment became due. Upon the transfer of title to such lot or unit, the transferor and the transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter.

6.3. The Association has a statutory lien on the lot or unit of the Member for all Assessments levied against such lot or unit or fines imposed against such Member from the time the Assessment or fine becomes due (the "**Assessment Lien**"). Fees, charges, late charges, attorneys' fees, fines and interest charged by the Association pursuant to these Articles of Association are enforceable as Assessments. The amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, the Association has an Assessment Lien for each installment from the time it becomes due, including the due date set by the Board of Director's acceleration of installment obligations. An Assessment Lien is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of Assessments becomes due.

6.4. An Assessment Lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to these Articles of Association shall constitute a waiver of the homestead and any other exemption as against said Assessment Lien.

6.5. The Recording of these Articles of Association constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien for Assessments is required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the lot or unit as a Reimbursement Assessment.

6.6. A Regular Assessment shall be made annually against each lot or unit, based upon an annual Budget prepared by the Board of Directors, for purposes of paying (i) the annual costs of operating and administering the Association and all other Common Expenses, (ii) reasonable reserves for contingencies, replacements, and other proper purposes, (iii) costs of improving or maintaining the Shared Parking Facilities, and reasonable reserves for such costs, and (iv) such other matters as may be reasonably determined by the Board of Directors to be the subject of a Regular Assessment. Regular Assessments shall be allocated in accordance with the Allocated Interests of each of the Properties in the Association as indicated on attached **Exhibit "A"**. Any Common Expense or portion thereof benefiting fewer than all of the Lots shall be assessed exclusively against the lots or units so benefited. If Common Expense liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be reallocated in accordance with the reallocated Common Expense liabilities. Regular Assessments shall be levied on a calendar year basis, except that the initial Regular Assessment period shall commence on the first day of the calendar month or quarter in which the first Lot is conveyed by Declarant to a Person other than Declarant. Regular Assessments shall be paid in installments on a monthly, quarterly or semi-annual basis, as the Board of Directors may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1 and October 1), or on the first day of a semi-annual period (e.g. January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual system by the Board of Directors, Regular Assessments shall be due and payable on the first day of each calendar quarter. Any Member acquiring a Lot between installment due dates shall pay a pro rata share of the immediately preceding installment.

6.7. The Board of Directors shall fix the amount of the Regular Assessment, using the Budget procedure described below, at least fifty (50) days before the end of each calendar year. Written notice of the Regular Assessment shall be sent to each Member. Failure of the Board of Directors timely to fix and levy the Regular Assessments for any year or to send a notice thereof to any Member shall not relieve or release a Member from liability for payment of Regular Assessments or any installments thereof for that or subsequent years as soon as the Board of Directors levies the Regular Assessment and provides notice thereof. If a duly adopted Budget is amended during the calendar year, the Board of Directors shall provide written notice to the Members of any changes caused thereby in the remaining Regular Assessments due during that year.

6.8. Any surplus funds remaining after payment of or provision for Association expenses and any prepayment of or provision for reserves shall be carried forward as a credit against the next year's budget.

6.9. In addition to the other Assessments authorized in these Articles of Association, the Board of Directors may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance or replacement of capital improvements relating to the Shared Parking Facilities or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Member, and shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Members of such Special Assessment, which due date shall be no earlier than fifty (50) days after the giving of such notice.

6.10. In addition to the other Assessments authorized in this Article, the Board of Directors may levy against any Member, at any time and from time to time, a Reimbursement Assessment for purposes provided for herein, including for any damage caused to the Shared Parking Facilities. In addition to the foregoing, a Reimbursement Assessment may also be levied in the form of a reasonable fine against a Member for a violation of these Articles of Association, the Articles of Incorporation, the

Bylaws, or the Rules and Regulations. If any Common Expenses are caused by the misconduct of any, the Board may assess that expense exclusively against such Member's Unit as a Reimbursement Assessment. Reimbursement Assessments shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Member(s) of such Reimbursement Assessment.

6.11. In the case of an Assessment for which an installment is delinquent, The Board of Directors may suspend the delinquent Member's use of the Shared Parking Facilities and Association services or benefits. The delinquent Member shall also be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting a delinquent Assessment, which collection costs shall be added to the delinquent Assessment. The Board of Directors may but shall not be required to record a Notice of Delinquent Assessment or charge against any Lot as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board of Directors, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Member and a description of the property. The Association shall have the option to either (i) bring an action of law against any such Member personally obligated to pay an Assessment, (ii) foreclose the lien against the Property created hereby, in the same manner in which mortgages are foreclosed in the State of Colorado, or (iii) simultaneously pursue both remedies (i) and (ii), above. The Association shall be entitled to purchase the Member's lot or unit at foreclosure. The Association may also bring an action at law against the Member personally obligated to pay the delinquent Assessment and/or foreclose the lien against said Member's lot or unit in the discretion of the Association. No Member may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any of the Shared Parking Facilities or by abandonment of the Member's lot or unit against which the Assessments are made. In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver to collect all sums alleged to be due from the Member prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Regular Assessments.

6.12 The Association may establish or fund reserve accounts for capital improvements or repairs to the Shared Parking Facilities. However, the Association has no obligation to establish or fund any reserve accounts.

ARTICLE SEVEN **INITIAL ASSESSMENT**

7.1 Each Member shall pay an Initial Assessment within one week of the effective date of these Articles of Association pursuant to "Exhibit C," which itemizes legal and other expenses incurred to establish the Association, allocated in accordance with "Exhibit A." Members who advanced payment of Initial Assessments shall be credited with the amounts paid, with such credits applied to the Initial Assessment owed and to Annual Assessments owed. The items shown on "Exhibit C" may be changed only by a unanimous vote of the Board of the Association.

7.2 The sums charged to Parking Area Improvements and to Trash Storage Improvements in "Exhibit C" shall be used by the Association as described in "Exhibit D." Exhibit D is a budget and scope of work approved as of the effective date of these Articles of Association. The work described in Exhibit D shall be commenced no later than two weeks after the effective date and completed no later than six weeks after the effective date. These dates may only be extended with a vote of the Board of the Association.

7.3 The parties to these Articles of Association hereby pre-approve work that may be undertaken by the owner of Lot 4 to address drainage issues and which may require construction in the Shared Parking Area. The owner of Lot 4 hereby agrees to repair any damage to the Shared Parking Area caused by such construction and to restore the Shared Parking Area to a condition that meets or exceeds the scope of work described in Exhibit D.

ARTICLE EIGHT **MISCELLANEOUS**

8.1. **Duration.** The term of provisions of these Articles of Association shall be perpetual.

Amendment or Termination. These Articles of Association may be amended or terminated only by the agreement of Members holding at least 80% of the total Allocated Interests in the Association. It is agreed among all the parties that in the event of the dissolution of this association, the perpetual driveway easement serving WC Lot 4 is immediately restored to provide access to Lot 4 consistent with rights granted prior the recording of this Plat Amendment and Plat Map.

8.2. **Compliance; Enforcement.** Every Member shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in these Articles of Association as the same or any of them may be amended from time to time. Every Member (except a Member that is delinquent in the payment of Assessments hereunder), shall have the right, acting alone or together with others having such right, to enforce, by any proceeding at law or in equity, any or all of the covenants, conditions, restrictions, assessments, charges, liens, servitudes, easements and other provisions now or hereafter imposed by these Articles of Association, and any approvals granted by the Board. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in these Articles of Association, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any person entitled to enforce the provisions of these Articles of Association. This provision does not limit the remedies that may be available under these Articles of Association or at law or in equity. Each remedy provided under these Articles of Association is cumulative and not exclusive. Such enforcement rights shall include without limitation the right to bring an injunctive action for any form of injunctive relief available under Colorado law (including specific performance), or an action for damages, or both. Injunctive relief may include, without limitation, orders to stop work, orders to remove improvements constructed in violation hereof, orders to compel performance, and any other orders appropriate under the circumstances. The Board shall have the following further rights and remedies:

(a) The right to levy and collect reasonable fines for the violation of any of the foregoing matters which shall constitute a lien upon the violator's Property. In the event that any person, including an occupant, guest, or invitee of a Lot violates the Articles of Association or Bylaws and a fine is imposed, the fine may, but need not, first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, the Member shall pay the fine upon notice from the Board.

(b) The right to levy and collect a Reimbursement Assessment against any Member.

(c) The right to cut off or suspend any or all Association services or benefits to the Member until the violation is cured.

(d) The right to suspend the ability to use the Shared Parking Facilities (except access roads), until the violation is cured.

(e) The right to suspend a Member's right to vote.

8.3. In any action brought under Section 7.3, the substantially prevailing party shall recover its reasonable expert witness and attorneys' fees and costs incurred in connection therewith. Failure by any party entitled to exercise any of the rights available to it under this Section shall in no event be deemed a waiver of the right to do so in any other instance. The decision for the Association to pursue an enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. A decision by the Association and its Board not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

8.4. The provisions of these Articles of Association shall be liberally construed to effectuate its purposes of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Community, and to the extent possible, shall be construed so as to be consistent with the Act.

8.5. In the event of any conflict or inconsistency between the provisions of these Articles of Association and any applicable law, the respective provisions of applicable law shall govern and control and these Articles of Association shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of applicable law.

8.6. The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of these Articles of Association. Any legal action brought in connection with these Articles of Association shall be commenced on in a court of competent jurisdiction in Ouray County, Colorado, and by acceptance of a deed to a lot or unit each Member voluntarily submits to the jurisdiction of such court.

8.7. In any action or proceeding involving the interpretation or enforcement of any provision of these Articles of Association, the substantially prevailing party shall recover its reasonable expert witness, attorneys' fees and costs and expenses incurred in connection therewith.

8.8. Any determination by any court of competent jurisdiction that any provision of these Articles of Association is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of these Articles of Association is alleged to be or declared by a court of competent jurisdiction to be unconscionable, Association shall have the right by amendment to these Articles of Association to replace such provision with a new provision, as similar thereto as practicable but which in Association's reasonable opinion would be considered not to be unconscionable.

THE FOREGOING HAS BEEN APPROVED AND ADOPTED BY THE MEMBERS AS OF THE EFFECTIVE DATE.

LOT 2 OWNER:

171 N. Cora LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

_____) ss.
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2018 by _____
as the _____ of 171 N. Cora LLC .

Witness my hand and official seal.

Notary Public

My commission expires: _____

LOT 3 OWNER:

Arapahoe Partners LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

_____) ss.
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2018 by _____
as the _____ of Arapahoe Partners LLC .

Witness my hand and official seal.

Notary Public

My commission expires: _____

LOT 4 OWNER:

Ridgway Chautauqua Society, Inc,

By: _____

Name: _____

Title: _____

STATE OF _____)

_____) ss.
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2018 by _____
as the _____ of Ridgway Chautauqua Society, Inc, .

Witness my hand and official seal.

Notary Public

My commission expires: _____

DRASHAN CONDOMINIUMS ASSOCIATION:

The Drashan Condominiums Owners Association, Inc.,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

_____) ss.
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2018 by _____
as the _____ of The Drashan Condominiums Owners Association, Inc., a
Colorado nonprofit corporation

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT "A"
(Table of Allocated Interests)

Lot/Units	Number of Parking Permits	Allocated Interests
Lot 2	2	2
Lot 3	2	2
Lot 4 - 610 Arts Collective	2	2
Drashan Unit 1 - Blue Bldg	2	2
Drashan Unit 2 - Colo Boy	1	1
Drashan Unit 3 - Sherbino	2	2
Total	11	11

EXHIBIT "B"
 (Depiction of Shared Parking Facilities Area)



EXHIBIT "C"

(Initial Assessment Allocation)

Payee	Purpose	Amount	
Kennedy Law Firm	POA Documents	\$2,203.00	
Town of Ridgway	Plat Amendment App Fee	\$100.00	
Hines Designs	Design and Mapping	\$1,375.00	
Parking Lot Improvements	Allowance	\$4,755.00	*
Trash Storage Improvements	Allowance	\$750.00	**
Total Initial Assessment		\$9,183.00	
Total per allocated parking space		\$834.82	

Lot/Units	# of Parking Permits	Allocated Interests	Prepaid	Due within 7 days of effective date
Lot 2	2	\$1,669.64	\$1,839.00	-\$169.36
Lot 3	2	\$1,669.64	\$1,839.00	-\$169.36
Lot 4	2	\$1,669.64	\$0.00	\$1,669.64
Drashan Unit 1	2	\$1,669.64	\$0.00	\$1,669.64
Drashan Unit 2	1	\$834.82	\$0.00	\$834.82
Drashan Unit 3	2	\$1,669.64	\$0.00	\$1,669.64
Total	11	\$9,183.00	\$3,678.00	\$5,505.00

NOTES to EXHIBIT C

*based on Hines estimate plus 20% contingency

**rough estimate

1. Any payment due to Mountain Mansions in costs incurred prior to effective date of agreement to be included in first regular assessment.
2. Any funds collected in initial assessment not utilized for completion of parking lot and trash area improvements to be credited to each member's account.
3. Any cost overruns in completing improvements must be approved by unanimous consent of the board.

EXHIBIT D

WILLOW CREEK SUBDIVISION PARKING MAINTENANCE ASSOCIATION
PARKING LOT IMPROVEMENT BUDGET

(Updated 7/22/18)

<u>Capital Improvement Budget - One Time Expense:</u>	
Estimate - Hines Designs services - oversight of capital project 4 hours	\$380
Removal of fence and clearing of brush along west boarder of parking lot	\$280
Seven parking blocks with three 12" spikes each 5.75" x 70.5" x 4"	\$350
Install parking blocks	\$500
Place parking space deliniation for 7 spaces	\$500
Parking lot signs installed plus laminated parking permits	\$650
Four 60" Steel Pipe - Bollards	\$350
Four bollar caps	\$70
Install 4 bollards with concrete footers - protect telephone, electric and gas utility infrastructure	\$750
Trash storage areas improvements	\$750
20% contingency	\$925
Total Capital Improvement Budget	\$5,505

**BYLAWS
OF
THE WILLOW CREEK TRADING SUBDIVISION PARKING MAINTENANCE
ASSOCIATION, INC., A COLORADO CORPORATION**

**ARTICLE I
PURPOSE**

Section 1.01. Name. The name of the corporation is The Willow Creek Trading Subdivision Parking Maintenance Association, Inc., a Colorado nonprofit corporation (the “Association”).

Section 1.02. Purpose. The purpose for which the Association is formed is to manage, administer and operate common area property interests held by properties contained within the Willow Creek Trading Subdivision, including but not limited to snow removal from public rights-of-way, maintenance of trash storage areas, managing trash removal, and maintaining and operating certain Shared Parking Facilities as defined and described in the “**Articles of Association**” recorded in Reception No. _____ in the Ouray County records and to exercise the rights, powers and authority, and fulfill the duties of the Association as provided in the Articles of Association, the Association’s Articles of Incorporation, and any amendments thereto, filed with the Secretary of State of Colorado (“**Articles of Incorporation**”), these Bylaws and any rules and regulations adopted by the Association from time to time.

Section 1.03. Definitions. Any capitalized terms used herein which are not otherwise defined by these Bylaws shall have the meanings set forth in the Articles of Association.

**ARTICLE II
MEMBERSHIP, VOTING, QUORUM, PROXIES**

Section 2.01. Membership. A “Member” of the Association is as defined in the Articles of Association.

Section 2.02. Memberships Appurtenant to Parking Permits. Each Member’s membership in the Association shall be defined in the Articles of Association, which includes the assignment of voting rights in the Association and the share of common expenses equivalent to the Allocated Interests as provided for in the Articles of Association. The Members rights and interests shall be appurtenant to the lots or units owned by the Member constituting the Properties as provided for in the Articles of Association and the ownership of such Property shall be the sole qualification for such membership. No Member may resign his, her or its Membership without the conveyance of such Property or permission from the remaining Members.

Section 2.03. Voting. In all matters on which Members are entitled to vote, each Member shall be entitled to a vote equivalent to the Allocated Interests assigned to that Member and as more fully provided in the Articles of Association, Articles of Incorporation, and these Bylaws, but subject to any limitations or restrictions contained therein.

Section 2.04. Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of the Members at a meeting, the Board of Directors of the Association (the “**Board**”) shall act as arbitrators and the decision of the Board shall, when rendered in writing, be final and binding.

Section 2.05. Quorum of Members. A quorum is deemed present throughout any meeting of the Members if persons entitled to cast at least 50% of the votes are present, in person or by proxy. A quorum should be maintained throughout the meeting.

Section 2.06. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the

Secretary of the Association before the appointed time of each meeting.

Section 2.07. Transfer of Memberships on Association Books. Transfers of Memberships shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Parking Permit to which the Membership is appurtenant.

Section 2.08. Assignment of Voting Rights. A Member may not assign its right to vote.

ARTICLE III MEETINGS OF MEMBERS

Section 3.01. Place of Meeting. Meetings of the Members shall be held at the principal office of the Association or at such other place within the State of Colorado as may be fixed by the Board from time to time and specified in the notice of the meeting.

Section 3.02. Annual Meetings of Members. The first annual meeting of the Members shall be held during the fourth quarter in the year following the incorporation of this Association. Thereafter, the annual meetings of the Members shall be held during the same month of each succeeding year. At each annual meeting, the Members shall conduct such other business of the Association as may properly come before the meeting.

Section 3.03. Special Meetings of Members. The President of the Association may call a special meeting of the Association upon his or her own initiative or as directed by resolution of the Board or upon receipt of a petition signed by fifty percent (50%) of the Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting. Any such meetings shall be held at such place and time as the President determines within thirty (30) days after receipt by the President of such resolution or petition.

Section 3.04. Notice of Meetings. Except as otherwise provided in the Articles of Association, the Secretary shall mail or deliver written notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each Member, at least ten (10) but not more than fifty (50) days prior to such Association meeting. The mailing of or electronic delivery of a notice in the manner provided in this paragraph or the delivery of such notice shall be considered notice served.

Section 3.05. Adjourned Meetings. If any meeting of the Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained.

ARTICLE IV BOARD OF DIRECTORS

Section 4.01. General Powers. The Board shall have the duty to manage and supervise the affairs of the Association and shall have all powers necessary or desirable to permit it to do so. Without limiting the generality of the foregoing, the Board shall have the power to exercise or cause to be exercised all of the powers, rights and authority in the Articles of Association, Articles of Incorporation, these Bylaws or under state and federal law.

Section 4.02. Number of Directors; Voting. The affairs of the Association shall be governed by a minimum of three (3) and up to five (5) directors. The Association shall initially be managed by a Board of Directors consisting of four (4) directors, one each appointed by the respective owners of Lot 2, Lot 3 and Lot 4 and one representative appointed by the Drashan Condominium Owners Association, Inc, who shall vote for all three Properties whose common property interests are managed by the Drashan Condominium Association. Directors shall be Members which, in the case of other entity Members, may include the

officers, directors, managers, employees, principals or agents, of each such entity Members, as designated by such entity. The number of directors may be increased or decreased from time to time by amendment to these Bylaws provided that the number of directors shall not be less than three and no decrease in number shall have the effect of shortening the term of any incumbent director. When acting and voting on matters coming before the Board of Directors, each Director shall have a weighted vote equivalent to the Allocated Interests assigned to the Member that the Director has been appointed to represent, as such Allocated Interests have been assigned in the Articles of Association.

Section 4.03. Qualifications. A director shall be a natural person who is eighteen (18) years of age or older and must be a Member or, if the Member is not a natural person, but is an entity, then the director must be an authorized agent of such entity.

Section 4.04. Compensation. Directors shall serve without compensation.

Section 4.05. Appointment and Election of Directors; Term of Office. Each Sub-Association shall appoint one Member to serve on the Board of Directors and represent that Sub-Association. The Board Member will hold the number of votes equal to the number of Parking Permits owned by that Sub-Association. The Board of Directors will be determined at the Annual Meeting of the Members each year.

Section 4.06. Removal of Directors; Vacancies. Any vacancy occurring in the Board (by reason of death, resignation or removal of a director) shall be selected by appointment of the Member the previous Director represented. A director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office. The Directors shall not have the right to remove a director appointed by a Member, without the approval of the Member.

Section 4.07. Resignation of Directors. Any director may resign at any time by giving written notice to the Association. Such resignation shall take effect at the time the notice is received by the Association unless the notice specifies a later effective date of such resignation. Unless otherwise specified in the notice of resignation, the Association's acceptance of such resignation shall not be necessary to make it effective.

Section 4.08. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association including the maintenance, repair and replacement of the Common Areas and such other powers provided for in the Articles of Association. The Board may do all such acts and things except as prohibited by Colorado law, or by the Articles of Incorporation, or by the Articles of Association.

Section 4.09. No Waiver of Rights. The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Articles of Association, Articles of Incorporation, these Bylaws or the rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board or the appointed managing agent shall have the right to enforce the same thereafter.

ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

Section 5.01. Place of Meeting. Meetings of the Board shall be held at the principal office of the Association or at such other place within the State of Colorado as may be fixed by the Board from time to time and specified in the notice of the meeting.

Section 5.02. Regular Meetings. A regular meeting of the Board shall be held without notice immediately after and at the same place as the annual meeting of Members. The Board may provide by resolution the time and place, either within or outside Colorado, for the holding of additional regular

meetings without other notice. The person or persons authorized to call regular meetings of the Board may fix any place, within Ridgway, Colorado, as the place for holding any meeting of the Board called by them.

Section 5.03. Special Meetings. Special meetings of the Board may be called at any time by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board may fix any place, within Ridgway, Colorado, as the place for holding any special meeting of the Board called by them.

Section 5.04. Notice. Notice of any special meeting of the Board shall be given at least two (2) days prior to such meeting by written notice either personally delivered or mailed to each director at his or her residence address, or by notice transmitted by telegraph, facsimile, electronic mail or other form of wire or wireless communication.

A director may waive notice of a meeting before or after the time and date of the meeting by a writing signed by such director. Such waiver shall be delivered to the Association for filing with the corporate records. Further, a director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless at the beginning of the meeting, or promptly upon his or her later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 5.05. Proxies. A director shall be entitled to vote by proxy at any meeting of the Board.

Section 5.06. Quorum of Directors. A majority of the number of directors fixed in these Bylaws shall constitute a quorum for the transaction of business. A quorum should be maintained throughout the meeting.

Section 5.07. Manner of Acting. The action of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 5.08. Presumption of Assent. A director who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon his or her arrival, to the holding of the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting, (ii) the director contemporaneously requests that his or her dissent or abstention as to any specific action taken be entered in the minutes of the meeting, or (iii) the director causes written notice of his or her dissent or abstention as to any specific action to be received by the presiding officer of the meeting before its adjournment or by the Association promptly after the adjournment of the meeting. A director may dissent to a specific action at a meeting, while assenting to others. The right to dissent to a specific action taken at a meeting of the Board or a committee of the Board shall not be available to a director who voted in favor of such action.

Section 5.09. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Board or any committee designated by the Board may be taken without a meeting if a written consent (or counterparts thereof) that sets forth the action so taken is signed by both of the directors entitled to vote with respect to the action taken. Such consent shall have the same force and effect as a unanimous vote of the directors and may be stated as such in any document. Unless the consent specifies a different effective date, action taken under this Section 5.09 is effective at the time the last director signs a writing describing the action taken, unless, before such time, any director has revoked his or her consent by a writing signed by the director and received by the President or Secretary of the Association and filed with the management company.

Section 5.10. Telephonic or other Electronic Meetings. The Board may permit any director (or any member of a committee designated by the Board) to participate in a regular or special meeting of the Board through the use of any means of communication by which all directors participating in the meeting can hear each other during the meeting. A director participating in a meeting in this manner is deemed to be present in person at the meeting.

Section 5.11. Standard of Care. A director shall perform his or her duties as a director, including without limitation his or her duties as a member of any committee of the Board, in good faith, in a manner he reasonably believes to be in the best interests of the Association, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In performing his or her duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the persons herein designated. However, he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director shall not be liable to the Association or its Members for any action he takes or omits to take as a director if, in connection with such action or omission, he or she performs his or her duties in compliance with this Section 5.11.

ARTICLE VI OFFICERS AND AGENTS

Section 6.01. General. The officers of the Association shall be a President, a Secretary and a Treasurer, each of whom shall be a natural person eighteen (18) years of age or older. The Board or an officer or officers authorized by the Board may appoint such other officers, assistant officers, committees and agents, including a chairman of the board, assistant secretaries and assistant treasurers, as they may consider necessary. The Board or the officer or officers authorized by the Board shall from time to time determine the procedure for the appointment of officers, their term of office, their authority and duties and their compensation. An officer may hold more than one position. In all cases where the duties of any officer, agent or employee are not prescribed by these Bylaws or by the Board, such officer, agent or employee shall follow the orders and instructions of the President of the Association.

Section 6.02. Appointment and Term of Office. The officers of the Association shall be appointed by the Board after each annual meeting of the Board held after each annual meeting of the Members. If the appointment of officers is not made at such meeting or if an officer or officers are to be appointed by another officer or officers of the Association, such appointments shall be made as soon thereafter as conveniently may be. Each officer shall hold office until the first of the following occurs: (1) his or her successor shall have been duly appointed and qualified, (2) his or her death, resignation, or removal in the manner provided in Section 6.03.

Section 6.03. Resignation of Officers. An officer may resign at any time by giving written notice of resignation to the Association. The resignation is effective when the notice is received by the Association unless the notice specifies a later effective date.

Section 6.04. Removal of Officers. Any officer or agent may be removed at any time with or without cause by the Board or an officer or officers authorized by the Board. Such removal does not affect the contract rights, if any, of the Association or the person so removed. The appointment of an officer or agent shall not in itself create contract rights.

Section 6.05. Vacancies. A vacancy in any office, however occurring, may be filled by the Board, or by the officer or officers authorized by the Board, for the unexpired portion of the officer's term. If an officer resigns and his or her resignation is made effective at a later date, the Board, or officer or officers authorized by the Board, may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date if the Board or officer or officers authorized by the Board provide that the successor shall not take office until the effective date. In the alternative, the Board, or

officer or officers authorized by the Board, may remove the officer at any time before the effective date and may fill the resulting vacancy.

Section 6.06. President. Subject to the direction and supervision of the Board, the President shall be the chief executive officer of the Association and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. The President shall preside at all meetings of the Board.

Section 6.07. Secretary. The Secretary, with the support of the management company, shall (i) prepare and maintain as permanent records the minutes of the proceedings of the Members or Board without a meeting, a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and a record of all waivers of notice of meetings of Members and of the Board or any committee thereof, (ii) see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law, (iii) serve as custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Board, (iv) keep at the Association's registered office or principal place of business a record containing the names and addresses of all Members, (v) maintain at the Association's principal office the original or copies of the Articles of Incorporation, Bylaws, minutes of all Members' meetings and records of all action taken by Members without a meeting for the past three years, a copy of the Association's most recent corporate report filed with the Secretary of State, (vi) authenticate records of the Association, (vii) prepare, execute, certify and record amendments to the Articles of Association on behalf of the Association, and (viii) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary. The directors and/or Members may however respectively designate a person other than the Secretary or Assistant Secretary to keep the minutes of their respective meetings.

Any books, records, or minutes of the Association may be in written form or in any form capable of being converted into written form within a reasonable time.

Section 6.08. Treasurer. The Treasurer, with the support of the management company, shall be the principal financial officer of the Association, shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. He shall receive and give receipts and acquittances for money paid in on account of the Association, and shall pay out of the Association's funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity. He shall perform all other duties incident to the office of the Treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. He or she shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his or her duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Association. He or she shall have such other powers and perform such other duties as may from time to time be prescribed by the Board or the President. The Assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer.

ARTICLE VII INDEMNIFICATION

Section 7.01. Indemnification. For purposes of this Article VII, a "Proper Person" means any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, trustee, employee, fiduciary or agent of any foreign or domestic profit or nonprofit corporation or of any

partnership, joint venture, trust, profit or nonprofit corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company, or other enterprise or employee benefit plan. The Association shall indemnify any Proper Person against reasonably incurred expenses (including attorneys' fees), judgments, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by him or her in connection with such action, suit or proceeding if it is determined by the groups set forth in Section 7.04 of this Article that he or she conducted himself or herself in good faith and that he or she reasonably believed (i) in the case of conduct in his or her official capacity with the Association, that his or her conduct was in the Association's best interests, or (ii) in all other cases (except criminal cases), that his or her conduct was at least not opposed to the Association's best interest, or (iii) in the case of any criminal proceeding, that he or she had no reasonable cause to believe his or her conduct was unlawful. A Proper Person will be deemed to be acting in his or her official capacity while acting as a director, officer, employee or agent on behalf of this Association and not while acting on this Association's behalf for some other entity.

No indemnification shall be made under this Article VII to a Proper Person with respect to any claim, issue or matter in connection with a proceeding by or in the right of a corporation or in connection with any proceeding charging that the Proper Person derived an improper personal benefit, whether or not involving action in an official capacity, in which he or she was adjudged liable on the basis that he or she derived an improper personal benefit. Further, indemnification under this Section in connection with a proceeding brought by or in the right of the Association shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding.

Section 7.02. Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 7.01 of this Article. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability, as described in Section 7.02 of this Article.

Section 7.03. Groups Authorized to Make Indemnification Determination. Except where there is a right to indemnification as set forth in Sections 7.01 or 7.02 of this Article or where indemnification is ordered by a court in Section 7.05, any indemnification shall be made by the Association only as authorized in this specific case upon a determination by a proper group that indemnification of the Proper Person is permissible under the circumstances because he or she has met the applicable standards of conduct set forth in Section 7.01 of this Article. This determination shall be made by the Board by the unanimous vote of those present at a meeting. If a quorum of the Board cannot be obtained and the committee cannot be established, or even if a quorum is obtained and the directors so direct, the determination shall be made by (i) independent legal counsel selected by the Board or the committee in the manner specified in this Section 7.04 or (ii) a vote of the Members.

Section 7.04. Court-Ordered Indemnification. Any Proper Person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 7.02 of this Article, including indemnification for reasonable expenses incurred to obtain court-ordered indemnification. If the court determines that such Proper Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standards of conduct set forth in Section 7.01 of this Article or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper except that if the Proper Person has been adjudged liable, indemnification shall be limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

Section 7.05. Advance of Expenses. Reasonable expenses (including attorneys' fees) incurred in defending an action, suit or proceeding as described in Section 7.01 may be paid by the Association to any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (i) a written affirmation of such Proper Person's good faith belief that he has met the standards of conduct

prescribed by Section 7.01 of this Article, (ii) a written undertaking, executed personally or on the Proper Person's behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment), and (iii) a determination is made by the proper group (as described in Section 7.04 of this Article) that the facts as then known to the group would not preclude indemnification. Determination and authorization of payments shall be made in the same manner specified in Section 7.04 of this Article.

Section 7.06. Witness Expenses. The sections of this Article VII do not limit the Association's authority to pay or reimburse expenses incurred by a director in connection with an appearance as a witness in a proceeding at a time when he has not been made a named defendant or respondent in the proceeding.

Section 7.07. Report to Members. Any indemnification of or advance of expenses to a director in accordance with this Article VII, if arising out of a proceeding by or on behalf of the Association, shall be reported in writing to the Members with or before the notice of the next annual meeting of the Members.

ARTICLE VIII

PROVISION OF INSURANCE

Section 8.01. Directors and Officers. By action of the Board, notwithstanding any interest of the directors in the action, the Association must purchase and maintain insurance, in such scope and amounts as the Board deems appropriate and mandated by the state of Colorado, on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the Association, or who, while a director, officer, employee, fiduciary or agent of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company or other enterprise or employee benefit plan, against any liability asserted against, or incurred by, him or her in that capacity or arising out his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of Article VII or applicable law. Any such insurance may be procured from any insurance company designated by the Board of the Association, whether such insurance company is formed under the laws of Colorado or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Association has an equity interest or any other interest, through stock ownership or otherwise.

Section 8.02. Managing Agent. If the Association or the Board delegates powers relating to the collection, deposit, transfer or disbursement of funds to a managing agent or management company, the Association shall require:

- (a) that fidelity coverage or bonds shall be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees, and employees;
- (b) that any managing agent or management company maintain all funds and accounts of the Association separate from the funds and accounts of other associations so managed, and maintain all reserve accounts of each association so managed separate from operational accounts of each association; and
- (c) that an annual accounting for Association funds and a financial statement be prepared and presented to the Association by the managing agent, a public accountant or a certified public accountant.

ARTICLE IX MORTGAGES

Section 9.01. Notice of Unpaid Common Assessments. The Board, whenever so requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid Common Assessments due from, or any other default by, the owner of a mortgaged Lot.

Section 9.02. Notice of Default. The Board, when giving notice to a Member of a default in paying Common Assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such Member whose name and address has theretofore been furnished to the Board.

Section 9.03. Examination of Books. Each Member and each mortgagee of a Member shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once each month. Requested copies to be billed accordingly.

ARTICLE X MISCELLANEOUS

Section 10.01. Notice of Lien or Suit. An Owner shall give notice to the Association of every lien or encumbrance upon the Owner's Lot(s), other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to the Owner's Lot(s), and such notice shall be given in writing within five (5) days after the Owner has knowledge thereof.

Section 10.02. Amendments. The Board shall have power, to the maximum extent permitted by the Colorado law, to make, amend and repeal the Bylaws at any regular or special meeting of the Board unless the Members, in making, amending or repealing a particular bylaw, expressly provide that the directors may not amend or repeal such bylaw. The Members also shall have the power to make, amend or repeal the Bylaws at any annual meeting or at any special meeting called for that purpose. The Secretary of the Association shall have the power to prepare, execute, certify and record amendments to the Articles of Association on behalf of the Association.

Section 10.03. Gender. The masculine gender is used in these bylaws as a matter of convenience only and shall be interpreted to include all as the circumstances indicate.

Section 10.04. Conflicts. In the event of any irreconcilable conflict between these Bylaws and either the Articles of Incorporation or the Articles of Association, the Articles of Incorporation or the Articles of Association as the case may be shall control.

Section 10.05. Controlling Law. These Bylaws are controlled by and shall always be consistent with the provisions of the Colorado Revised Nonprofit Corporation Act, the Articles of Association and the Articles of Incorporation, as any of the foregoing may be amended and supplemented from time to time.

Section 10.06. Limitations on Actions. No part of the earnings of the Association shall inure to the benefit of its directors, officers, employees, agents or other private persons except the Association is authorized to pay reasonable compensation for services rendered by such persons, except that directors shall not be compensated for services rendered as directors.

Section 10.07. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of WILLOW CREEK TRADING SUBDIVISION

SHARED PARKING ASSOCIATION, INC, have hereunto set our hands this _____ day of _____, 2018.

DIRECTORS:

Seth Cagin

Ralph Stellmacher

Sue Husch

Patrick O'Leary

STAFF REPORT

Request: Plat Amendment
Legal: Willow Creek Trading Subdivision, including Drashan Condominiums
Address: 161, 171, and 189 N Cora; 602, 604, and 610 Clinton St.
Parcel #s: 430516224003, 430516224002, 430516240003, 430516240002, 430516240001, 430516224004
Zone: Historic Business (HB)
Applicant: Willow Creek Trading Subdivision Parking Maintenance Association, Inc.
Owners: Arapaho Partners LLC, 171 N Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc.
Initiated By: Shay Coburn, Planner
Date: July 31, 2018

REQUEST

Applicant is requesting to amend the Willow Creek Trading Subdivision plat map recorded with the Ouray County Clerk and Recorder at reception number 177032. The request is to clean up and clarify the current shared parking and access area.



This application is a result of a multi-step process. First, the owner of 171 N Cora, Seth Cagin, applied for a variance at the Planning Commission meeting on October 31, 2017. The request was denied as the criteria for a variance were not met. The Planning Commission encouraged the applicant to work with the neighboring building owners to make better use of the shared parking area. Mr. Cagin did that and came back to the Planning Commission on March 27, 2018 to request a variance for two parking spaces, one for a residential (planned to be a short-term rental) use on the top floor of his building at 171 N Cora and another one for a residential (planned to be a short-term rental) use within the 167 N Cora building. The variance for these two parking spaces was granted with the conditions that the Applicant apply for a plat amendment to reflect the changes proposed in the application and that the proposed improvements to the shared parking area are completed as proposed in the application. The Applicant then submitted a plat amendment application at last month’s Planning Commission meeting on June 26, 2018. The Planning Commission recommended approval to Town Council with a few conditions. Since that time, the Applicant has made additional progress that has resulted in a few material changes that staff felt were important to bring back to the Planning Commission. Changes to this staff report are mostly noted in *italics*.

An application was submitted May 24, 2018 accompanied by a copy of the Willow Creek Trading Subdivision and Drashan Condominiums plat maps, a copy of the current shared parking agreement, two letters from the Willow Creek Subdivision Parking Maintenance Association dated May 23, 2018, a *revised* map that will serve as an exhibit to this new parking agreement, and certificate of good standing, bylaws and *revised* articles of association for the new Willow Creek Trading Subdivision Parking Maintenance Association. A

letter dated July 24, 2018 was also submitted. The property and public hearing have been noticed in compliance with the Town Municipal Code.

CODE REQUIREMENTS

Amended plats are considered under Ridgway Municipal Code (RMC) §7.4.10(B) & (C) as follows:

- No material change in the extent, location, or type of public improvements and easements provided is made or required with the amended plat
- The requested changes are consistent with the Design Standards of the municipal code
- Any amended plats shall conform to the applicable requirements for final plats as provided in these subdivision regulations, including the minimum design standards, and shall conform to the applicable dimensional requirements of the town’s Zoning Regulations.

ANALYSIS

The subject property is part of the Willow Creek Trading Subdivision with a final plat recorded in February 2002. In December of 2002, a Shared Parking Area Agreement was recorded for all three lots within the Willow Creek Trading Subdivision, leaving Lot 4 with an easement to access and provide parking on its own lot. This agreement clarified the number of spaces designated to each lot, identified that the shared parking area is on Lot 1, and provided a provision for shared maintenance. In January 2007, Lot 1 of Willow Creek Trading Subdivision was condominiumized by the Drashan Condominiums plat map and the Shared Parking Area Agreement was referenced, not changed.

The table below shows each unit that is part of the Willow Creek Trading Subdivision, the current parking requirement, and the parking required for the proposed/desired change in use.

Address	Legal Address	Current Use (sq. ft.)	Parking Required*	Desired Use (sq. ft.)	Parking Required
167 N Cora	Willow Creek Trading Subdivision Lot 3	Office/commercial (1761 sf)	0	Convert 2 nd floor into residence (≤867.5 sf)	2**
171 N Cora	Willow Creek Trading Subdivision Lot 2	Office/commercial (1560 sf)	0	Convert 2 nd floor into residence (≤787.6 sf)	2**
189 N Cora	Drashan Condominiums Unit 3	Residence (1483 sf)	2	Same	2
602 Clinton	Drashan Condominiums Unit 2	Colorado Boy Brewery (974 sf)	0	Same	0
604 Clinton	Drashan Condominiums Unit 1	Sherbino Theater (3024 sf)	0	Same	0
610 Clinton	Willow Creek Trading Subdivision Lot 4	Sherbino Theater (1409 sf)	1	Same	1
TOTAL			3	TOTAL	7

*Parking required as of today includes lawful non-conformities. Parking requirements in the HB districts were amended in 2007.

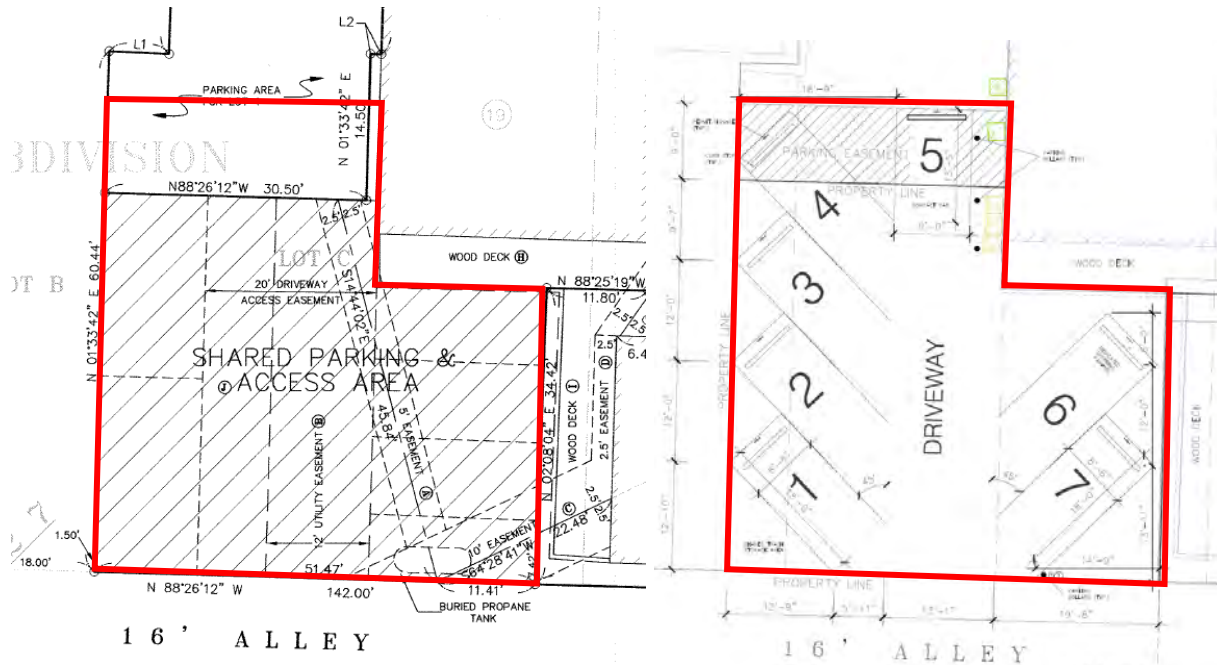
**A variance was granted to allow each of these buildings to only provide one parking space for their 2nd floor residence. The code currently requires 2 parking spaces for all units greater than 600 square feet. In 2010 the Town increased the size of Accessory Dwelling Units (ADUs) to 800 sf (Ordinance 08-2010) and retained the requirement for one off-street parking space for ADUs.

Current uses (including legal non-conformities) are required to provide a total of three spaces. Given the uses desired, these properties are collectively required to provide nine parking spaces, but with the variance granted in March 2018 they are collectively required to provide seven spaces. Per the Shared Parking Area Agreement, recorded in 2002, there are currently five dedicated off-street parking spaces, three for Lot 1 and one each for Lots 2 and 3. The shared parking agreement has not worked well as these five parking spaces are not clearly delineated or physically available on the site. The Applicant has proposed a parking area layout that would provide for six off-street parking spaces *plus one parking space (space 5) that is not compliant with the Town’s standard size (as put forth in the Town’s Standards and Specifications for parking lots). At the last hearing in June this parking space was proposed to be just one foot shorter than the requirements but is now 4.5 feet smaller. Staff understands this is to accommodate drainage on Lot 4.* Given the extraneous effort to make the limited space work with the preexisting buildings and code requirements *staff doesn’t feel that this detail should impact the progress made by the Applicant. In the end, the proposed parking area provides six parking spaces plus one short space that could be used by a small car.*

To help solve the larger issue of off-street parking, the association is proposing a parking permit system with the idea that all permit holders are required to park in an off-street space unless they are all full. This would encourage all of the off-street parking to be utilized before any public or on-street parking is used making the best possible use of the off-street parking area available. Staff applauds this effort; however, with enforcement planned to be a private matter, including prioritizing parking off-street, this will no doubt be very tricky for this newly formed association. The Town does not enforce private covenants, which often translates into very challenging enforcement issues for Owner’s Associations. In addition, this proposal includes improving the current shared parking area by cleaning it up with curb stops, striping, parking space/permit signage, and parking bollards to protect existing utilities and improvements. The parking permit system proposed would issue 11 permits for the *six (seven if you count the small space)* spaces available. The 11 permits are intended to conform with the parking requirements in the RMC today, not considering the lawful non-conformities, and including the variance granted (one space each for Lot 2 and Lot 3).

Address	Legal Address	Current/ <u>Desired</u> Use (sq. ft.)	Parking Permits
167 N Cora	Willow Creek Trading Subdibision Lot 3	1 st floor commercial (~900 sf), <u>2nd floor residence</u> (≤867.5 sf)	2
171 N Cora	Willow Creek Trading Subdibision Lot 2	1 st floor commercial (~800 sf), <u>2nd floor residence</u> (≤787.6 sf)	2
189 N Cora	Drashan Condominiums Unit 3	Residence (1483 sf)	2
602 Clinton	Drashan Condominiums Unit 2	Colorado Boy Brewery (974 sf)	1
604 Clinton	Drashan Condominiums Unit 1	Sherbino Theater (3024 sf)	2
610 Clinton	Willow Creek Trading Subdibision Lot 4	Sherbino Theater (1409 sf), <u>future expansion</u> (unknown)	2
TOTAL			11

In addition, 610 Clinton/Sherbino would like to secure the opportunity to have credit for having two off-street parking spaces (two parking permits) as they are planning for a future expansion. Currently, plans for the future expansion are unknown. Granting approvals for future unknown expansions is not recommended by staff. Furthermore, the RMC allows for a fee-in-lieu for commercial parking spaces beyond the first three that are required on site. This could be an option for future expansions.



Left: portion of current plat map to be revised; right: proposed revision of shared parking and access area, note the smaller easement on Lot 4.

This plat amendment, if approved, would include the following:

1. Repealing and replacing the existing 2002 shared parking area agreement recorded at reception number 179550 with the new Articles of Association of the Willow Creek Trading Subdivision Parking Maintenance Association, Inc.
2. Revision of the Shared Parking and Access Area per the submitted map that is also planned to be recorded as an exhibit of the Amendment 1 and will be included in the Articles of Association. This includes rearranging the layout of the parking spaces, adding some bollards, shared trash storage area, curb stops, and signage. This also includes adding an easement on Lot 4 that will be utilized as part of the shared parking and access area. As such, the 20' Driveway and Access Easement and the "Parking Area for Lot 4" note will be removed as they will no longer be needed. Easements A, B and C on the current plat map will remain unchanged. In addition, a drainage easement across Lots 2 and 3, to be added to the map, will be dedicated for the benefit of Lot 4.
3. Amending Plat Note J to read:

Current: The area designated as Shared Parking Area as included on Lot 1 shall be constructed as delineated, with a center isle of no less than 20 feet in width. All off-street parking requirements of Section 7-3-10(C)(1) shall be met, with respect to residential units within the subdivision and designated parking for such residential units.

New: The area designated as Shared Parking and Access Area as indicated on Lot 1 and Lot 4 shall be constructed as delineated in Exhibit A of this Amendment 1. There shall be a blanket access, parking, utility and drainage easement for all Lots of the Willow Creek Trading Subdivision within the Shared Parking and Access Area.

4. Amending Plat Note K to read:

Current: The owners of Lots 1, 2, 3 and 4 shall have ingress and access to their respective parking spaces as delineated on site. No fences or other impediments shall be constructed within the Shared Parking Area. Lot 4 parking area will be on Lot 4.

New: The owners of Lots 1, 2, 3 and 4 shall have ingress and access to their respective parking spaces as delineated by Exhibit A of this Amendment 1.

5. Amend General Plat Note 2:

Current: There is one dwelling unit allowed on Lot 1 and one dwelling unit on Lot 4, other dwelling units created or requested at any time shall comply with the requirements of Municipal Code Section 3-4-1(B).

New: The maximum number of dwellings units allowed is four (4), one dwelling unit on each of lots 1, 2, 3, and 4, for which applicable excise tax has been paid.

Note that excise tax will be due for Lots 2 and 3 before this plat amendment is recorded with the County.

STAFF RECOMMENDATION

The Applicant has done a lot of work to reconcile and clean up existing documents and procedures offering a much better solution to the shared parking area use and maintenance. This plat amendment will replace the existing parking agreement and with the easement on Lot 4 and some reconfiguration will add additional off-street parking spaces, making the best use of the existing shared parking and access area.

Staff recommends that the Planning Commission recommend approval of this plat amendment to the Town Council, subject to the following conditions:

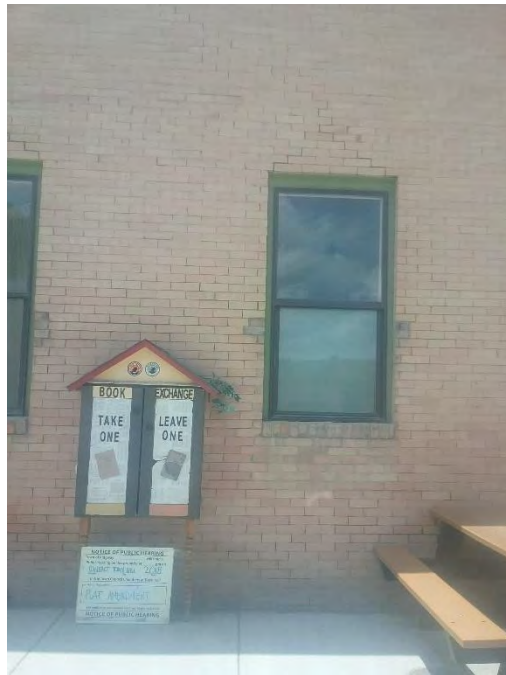
1. *Final review by the Town Attorney of: Amendment 1 to the Willow Creek Trading Subdivision and the Association Articles and Bylaws, and incorporation of any requested changes.*
2. *Articles of Association edits:*
 - a. *Under 5.13, add to the end of the sentence "... its agents or assigns, levied against the Willow Creek Trading Subdivision Parking Maintenance Association."*
 - b. *Under 8.1 edit the last sentence to say "It is agreed among all parties that in the event of the dissolution of this association, the perpetual driveway easement serving Willow Creek Trading Subdivision Lot 4 can be restored to provide access to Lot 4, consistent with the rights granted prior to the recording of this Plat Amendment, subject to approval by the Town through the Plat Amendment process."*
 - c. *Ensure consistency with terms used (i.e.: update the title of Amendment 1 to reflect the revised title, use "Shared Parking and Access Area" rather than "Shared Parking Facilities Area" as it seems there is no need to define a new term).*
 - d. *Replace the map in Exhibit B after edited per below comments.*
3. *Map/Exhibit B edits:*
 - a. *Add a label for "Shared Parking & Access Area (J)".*

- b. Add a note that states, "Easements A, B, and C on the Willow Creek Trading Subdivision plat map recorded under reception number 177032 remain unchanged with this plat amendment."
 - c. Add drainage easement between lots 2 and 3 if needed to accommodate drainage from Lot 4. This will also need to be added to the text amendment.
- 4. Complete improvements to the Shared Parking and Access Area within the 90 days allowed by the code to meet all conditions of approval. This includes all items listed in Exhibit D of the proposed Articles of Association:
 - a. Removal of fence and clearing of brush along west boarder of parking lot
 - b. Seven parking blocks with three 12" spikes each 5.75" x 70.5" x 4"
 - c. Install parking blocks
 - d. Place parking space delineation for 7 spaces
 - e. Parking lot signs installed plus laminated parking permits
 - f. Four 60" Steel Pipe - Bollards
 - g. Four bollard caps
 - h. Install 4 bollards with concrete footers - protect telephone, electric and gas utility infrastructure
 - i. Trash storage areas improvements

While this plat amendment will allow for changes in use on Lots 2 and 3 of the Willow Creek Trading Subdivision, it does not approve future changes in use or expansions and their associated parking requirements.

EXHIBITS

Exhibit 1 – Draft Amendment 1 to the Willow Creek Trading Subdivision Final Plat and Repealing and Replacing the 2002 Shared Parking Agreement Between Lots 1, 2, and 3 of the Willow Creek Subdivision





Properties posted starting at 167 N Cora moving north and then west to 610 Clinton St.

DRAFT

AMENDMENT 1 to the WILLOW CREEK TRADING SUBDIVISION FINAL PLAT AND REPEALING AND REPLACING THE 2002 SHARED PARKING AGREEMENT BETWEEN LOTS 1, 2 AND 3 OF THE WILLOW CREEK SUBDIVISION AND ADDING A DRAINAGE EASEMENT ACROSS LOTS 2 AND 3 FOR THE BENEFIT OF LOT 4

Whereas, the plat map entitled “Willow Creek Trading Subdivision” was executed by Richard E. Fike as Declarant on the 18th day of December, 2001, and the Town of Ridgway on the 29th day of January, 2002, and was recorded in the Ouray County Clerk and Recorder on the 21st day of February, 2002 at Reception Number 177032; and

Whereas, the Owners of Lots 1, 2, and 3 of the Willow Creek Trading Subdivision, entered into a Shared Parking Area Agreement recorded on December 12, 2002 at Reception Number 179550; and

Whereas, it is desired by the property owners of all lots within the Willow Creek Trading Subdivision, including: Lot 1, now referred to as the Drashan Condominiums Subdivision recorded in Ouray County records on January 23, 2007 at Reception Number 194017, Lot 2, Lot 3 and Lot 4, to amend the Willow Creek Subdivision Plat Map and also repeal and replace the 2002 Shared Parking Area Agreement to allow for additional usable parking spaces and put forth an active management structure for the Shared Parking & Access Area; and

Whereas, the current Shared Parking Area Agreement, including the Shared Parking and Access Area Map, does not function well; and

Whereas, it is desired by the property owners of all lots within the Willow Creek Trading Subdivision to amend Plat Notes J, K and General Plat Note 2 of the Willow Creek Trading Subdivision Plat Map to reflect the desired changes in the shared parking and access area; and

Whereas, all easements and plat notes on the Willow Creek Trading Subdivision plat map recorded at Reception Number 177032 not explicitly amended by this Amendment 1 remain unchanged; and

Whereas, the property owners within the Willow Creek Trading Subdivision desire to create a legal entity to administer and manage the shared parking arrangement and have therefore created the Willow Creek Trading Subdivision Parking Maintenance Association, Inc. a Colorado Corporation; and

Whereas, Lot 4 had its own dedicated onsite parking area on the Willow Creek Trading Subdivision Plat Map and was not a participant or signatory with the original 2002 Shared Parking Area Agreement, and Lot 4 will now participate in the Willow Creek Trading Subdivision Parking Maintenance Association, Inc., including dedication of an

easement on Lot 4 for the benefit of the Willow Creek Trading Subdivision Parking Maintenance Association, Inc.; and

Whereas, the owners of Lots 2 and 3 desire to dedicate a drainage easement across their properties for the benefit of Lot 4; and

Whereas, pursuant to §7-4-10 of the Ridgway Municipal Code Plat Amendments are reviewed and approved by the Ridgway Planning Commission and Town Council.

Now, therefore,

1. The 2002 Shared Parking Area Agreement recorded with the Ouray County Clerk and Recorder at reception number 179550 is repealed and replaced by Articles of Association of the Willow Creek Trading Subdivision Parking Maintenance Association, Inc. recorded by the Ouray County Clerk and Recorder at reception number _____.
2. The Shared Parking & Access Area on the Willow Creek Trading Subdivision plat map recorded with the Ouray County Clerk and Recorder at reception number 177032 is amended per Exhibit A, as attached herein.
3. The Owner of Lot 4 dedicates an Access, Parking, Utility and Drainage Easement for the benefit of Willow Creek Trading Subdivision Parking Maintenance Association, Inc., as shown on Exhibit A of this Amendment 1. This area is added to the Shared Parking & Access Area that is currently on Lot 1 and reference by Plat Note J.
4. Plat Note J in the "Plat Notes Regarding Shared Parking Area" note of the Willow Creek Trading Subdivision recorded at Reception Number 177032 is amended to read, in its entirety, as follows:

The area designated as "Shared Parking & Access Area" as indicated on Lot 1 and Lot 4 shall be constructed as delineated in Exhibit A of this Amendment 1. There shall be a blanket access, parking, utility and drainage easement for all Lots of the Willow Creek Trading Subdivision within the Shared Parking and Access Area.

5. Plat Note K in the "Plat Notes Regarding Shared Parking Area" note of the Willow Creek Trading Subdivision recorded at Reception Number 177032 is amended to read, in its entirety, as follows:

The owners of Lots 1, 2, 3 and 4 shall have ingress and access to their respective parking spaces as delineated by Exhibit A of this Amendment 1.

6. General Plat Note 2 is amended to read, in its entirety, as follows

The maximum number of dwellings units allowed is four (4), one dwelling unit on each of lots 1, 2, 3, and 4, for which applicable excise tax has been paid.

7. A drainage easement across Lots 2 and 3, as shown on the attached Exhibit A of this Amendment 1, is dedicated for the benefit of Lot 4.

Except as herein expressly modified, all other Plat Notes remain in full force and effect according to the original Plat.

Dated this _____ day of _____, 2018.

Approved by the Planning Commission on _____, 2018.

Approved by the Town Council on _____, 2018.

Town of Ridgway, Colorado

Attest:

By: _____
Mayor John I. Clark

By: _____
Town Clerk, Pam Kraft

STATE OF COLORADO)
) ss
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by John Clark, Mayor of the Town of Ridgway, Colorado and Pam Kraft, Town Clerk of the Town of Ridgway Colorado.

Witness my hand and official seal.

[SEAL]

Notary Public

Willow Creek Trading Subdivision, Lot 2

By: _____
171 N Cora LLC

STATE OF COLORADO)
) ss
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, 171 N Cora LLC.

Witness my hand and official seal.

[SEAL]

Notary Public

Willow Creek Trading Subdivision, Lot 3

By: _____
Arapahoe Partners LLC

STATE OF COLORADO)
) ss
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, Arapahoe Partners LLC.

Witness my hand and official seal.

[SEAL]

Notary Public

Willow Creek Trading Subdivision, Lot 4

By: _____
Ridgway Chautauqua Society, Inc.

STATE OF COLORADO)
) ss
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, Ridgway Chautauqua Society, Inc.

Witness my hand and official seal.

[SEAL]

Notary Public

Drashan Condominiums Association (Willow Creek Subdivision, Lot 1)

By: _____
President, Drashan Condominiums Association, Inc.

STATE OF COLORADO)
) ss
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, President, Drashan Condominiums Association, Inc.

Witness my hand and official seal.

[SEAL]

Notary Public

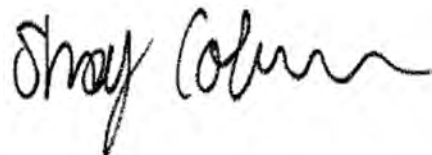
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Ridgway Planning Commission will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Tuesday, July 31st, 2018 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: Preliminary Plat
Location: Ridgway USA Subdivision, Lots 30-34
Address: TBD Redcliff Drive
Zoned: General Commercial (GC)
Applicant: Vista Park Development LLC
Property Owner: Ridgway Land Company LLLP

ALL INTERESTED PARTIES are invited to attend said hearing and express opinions or submit written testimony for or against the proposal to the Town Clerk.

FURTHER INFORMATION on the above application may be obtained or viewed at Ridgway Town Hall, or by phoning 626-5308, Ext. 222.



DATED: July 20, 2018

Shay Coburn, Town Planner

PLANNING & ZONING PERMIT

Incomplete Applications will be Rejected

Receipt # _____ *
 Date Received 1/16/18 *
 By SC \$900 BY CHECK # 1005
 * For Office Use Only

ACTION REQUESTED

TEMPORARY USE PERMIT	<input type="checkbox"/>	7-3-13c	VARIANCE	<input type="checkbox"/>	7-3-16
CONDITIONAL USE PERMIT	<input type="checkbox"/>	7-3-14	REZONING	<input type="checkbox"/>	7-3-17
CHANGE IN NON-CONFORMING USE	<input type="checkbox"/>	7-3-15	SUBDIVISION	<input checked="" type="checkbox"/>	7-4-1 thru 7-4-12
OTHER: _____	<input type="checkbox"/>	_____			

APPLICANT/APPLICANTS:

NAME: Vista Park Development, LLC
MAILING ADDRESS: PO Box 953
CITY: Ridgway
TELEPHONE NO.: 901-484-4747
FAX: 901-255-2916

OWNER/OWNERS OF RECORD:

NAME: Ridgway Land Company, L.L.P.
MAILING ADDRESS: 102 Village Sq.
CITY: Ridgway
TELEPHONE NO: 970-626-2800

ADDRESS OF PROPERTY: Lots 30-34 Ridgway Land Company Subdivision
ACREAGE/SQUARE FOOTAGE: 2.406 acres **ZONING DISTRICT:** GC
BRIEF DESCRIPTION OF REQUESTED ACTION: Preliminary Plat Approval

ATTACHMENTS REQUIRED FOR ALL ACTIONS:

1. Evidence of ownership or written notarized consent of legal owner(s).
2. Copy of all site plans drawn to scale showing location of building(s), elevations, abutting streets, and all dimensions, must be submitted on paper size of 8.5 x 11 or 11 x 17.
3. A filing fee payable to the Town of Ridgway.

FILING FEE SCHEDULE:

Temporary Use	\$ 100.00	Subdivisions	
Conditional Use	100.00	a. Sketch Plan	\$ 200.00
Change in Nonconforming Use	100.00	(plus \$10.00 per lot or unit)	
Variations & Appeals	150.00	b. Preliminary Plat	400.00
Rezoning	200.00	(plus \$20.00 per lot or unit)	
Reviews Pursuant to 7-3-18	100.00	c. Final Plat	300.00
Variance from Flood Plain Reg's	100.00	d. Minor Subdivision	200.00
Deviations from Single Family		e. Lot Split	100.00
Design Standards	100.00	f. Replat/amended plats	100.00
		g. Planned Unit Development	(a. b. & c.)

ADDITIONAL COSTS:

Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.

SPECIFIC ATTACHMENTS REQUIRED FOR EACH ACTION:

CONDITIONAL USE PERMITS:

- 1. The site plan shall show off-street parking requirements, landscaping and architectural features.
- 2. Information showing compliance with applicable criteria.
- 3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
- 4. Property shall be posted at least 10 days prior to the hearing.

TEMPORARY USE PERMITS:

- 1. The site plan shall show off-street parking requirements, landscaping and architectural features.
- 2. Information showing compliance with applicable criteria.
- 3. Property shall be posted at least 10 days prior to the hearing.

CHANGES IN NON-CONFORMING USE:

- 1. Description of existing non-conformity.
- 2. Information showing compliance with applicable criteria.
- 3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
- 4. Property shall be posted at least 10 days prior to the hearing.

VARIANCE:

- 1. Site plan showing details of the variance request and existing uses within 100 ft. of property.
- 2. Information showing compliance and/or non-compliance with applicable criteria.
- 3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.

REZONING:

- 1. Legal description, present zoning and requested zoning of property.
- 2. Notice of hearing shall be posted 10 days before the date of the hearing.
- 3. Property shall be posted at least 10 days prior to the hearing.

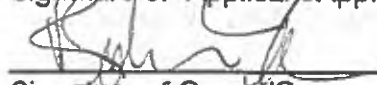
SUBDIVISION:

- 1. All requirements established by Municipal Code Sections 7-4-1 through 7-4-12.
- 2. Affidavit of notice sent to all surface and mineral owners and lessees of mineral rights. (Proof of proper notice must be submitted prior to the hearing.)
- 3. The Preliminary Plat shall be submitted 21 days prior to the hearing.
- 4. The Final Plat shall be submitted 20 days prior to the next scheduled Planning & Zoning meeting.
- 5. Sketch plan required in subdivisions consisting of more than 5 proposed lots or units.

Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.


 Signature of Applicant/Applicants

MANAGING PARTIAL-VIST+ PARK DEVELOPMENT 11/14/2018
 Date


 Signature of Owner/Owners

Jan 14 2018
 Date

Vista Park Commons - P.U.D.

Replat of Lots 30-34, Ridgway Land Company Subdivision

Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM, Town of Ridgway, County of Ouray, State of Colorado

(Preliminary Plat)

Notes:

1. This subdivision will be governed by Vista Park Commons HOA as set forth in the Declaration recorded at Reception # _____, and the Lots/Units are subject to assessments by the HOA, including, but not limited to, a Transfer Assessment as a fee for the transfer of a Lot/Unit to a new owner(s) assessable as a closing cost at the time of the transfer in the amount of one percent (1%) of the sale price of the Lot/Unit.
2. As set forth in the Declaration, the Limited Common Element areas designated hereon are for parking or for storage. The conveyance of each Lot/Unit will, by the Declaration, include an inalienable right to two (2) assigned parking spaces for 2-bedroom Units and one (1) assigned parking space for 1-bedroom and studio Units. The conveyance of each Lot/Unit will also, by the Declaration, include an inalienable right to one (1) assigned storage unit.
3. The maximum number of dwelling units allowed is 25 for which the applicable excise tax has been paid.
4. As set forth in the Declaration, short-term rental are prohibited in all Units.
5. Affordable Housing Provisions:
6. This subdivision and Plat are further subject to a Master Plat found at Reception #147701, Ouray County, and filed on October 10, 1990, and to Master Declarations found at Reception #147105, Ouray County on July 24, 1990. Prior easements from the Master Plat are shown hereon.
7. The Greenbelt and Utility Easement shown hereon abutting the East and North property lines is depicted according to the Master Plat.
8. All outdoor lighting fixtures to comply with Town of Ridgway regulations.
9. As set forth in the Declaration, the HOA shall be jointly and severally liable for the maintenance of all General and Limited Common Elements, including, but not limited to the following:
 The Common Building
 The parking lot
 The pathways
 The storage units
 The fences located in Common Areas
 Landscaping and weed control in the Common Areas
 Operation and maintenance of the irrigation system
 Operation and maintenance of the storm water system
 In the event that said maintenance is not properly performed, the Town of Ridgway may cause the work to be done, assess the cost to the said owners, may certify such charges as delinquent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).
10. Drainage Easements - The drainage easement(s) shown hereon shall be maintained by the owners of all lots encumbered by the easement, jointly and severally in a manner that preserves the grade as established and so as to not impede the free flow of water in any way, including but not limited to the construction of fencing and other improvements, or the planting or encroachment of trees and shrubs and other impeding vegetation. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any pipelines, ditches or improvements as located within said easements. Upon failure to properly maintain the drainage easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.
11. Irrigation Easements - The irrigation easement(s) shown hereon shall be owned and maintained by the HOA and shall not be impeded or altered in any way so as to impact the delivery of water, unless otherwise determined by the HOA according to the Declaration and the HOA Bylaws. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any irrigation pipelines, improvements or ditches as located within said easements. Upon failure to properly maintain the irrigation easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to the HOA, and may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.
12. Driveway/Right of Way Reciprocal Access Easements - Reciprocal Access Easements As set forth in the Declaration, the Owner dedicates and grants to each and every owner of lots in Vista Park Commons, their respective heirs, successors and assigns, a perpetual and reciprocal right-of-way easement, over said portions so selected and reserved for use as driveways for ingress and egress. These reciprocal easements shall be appurtenant to each of the said lots in Vista Park Commons, which right shall run with the land, and shall be a benefit and a burden to each of the said lots, their owners, and all parties claiming by, through, or under them.
13. Maintenance of the driveways shall be as set forth in the Declaration. This provision shall run with the land in the Vista Park Commons subdivision, and shall be a benefit and a burden to the owners of all lots final platted hereon, and shall be applicable to said owners, their successors, heirs, and assigns, and all parties claiming by through or under them.
14. Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave. All owners, contractors, and engineers are required to investigate soil, groundwater, and drainage conditions on a particular lot prior to design and construction. On April 25, 2017, Lambert and Associates of Montrose and Grand Junction, Colorado issued a Geotechnical Engineering Study discussing soil characteristics in the "Ridgway Village Housing Development" now known as "Vista Park Commons," which all owners, contractors and engineering are encouraged to obtain and review prior to building. By accepting a deed to real property located in this subdivision, the owners of land herein agree to hold the Town of Ridgway harmless from any claim related to soils conditions present in this subdivision.
15. NO FURTHER SUBDIVISION. There shall be no further subdivision of any Lot or Common Space Tract.
16. Town of Ridgway Benchmark, K-19 a 3 1/4" brass cap set in concrete stamped "K-19 6987.73' 1928" elevation 6987.73.
17. Units Statement: The Linear Unit used on this plat is U.S. Survey Feet.
18. Zoning: The Zoning of this Project is General Commercial, as shown on the Town of Ridgway Zoning Map March 2017, and defined and described by the Town of Ridgway Municipal Code at the time of approval and recordation of this plat, and is subject to change.

SURVEYOR'S CERTIFICATE:

I, Peter C. Sauer, being a Registered Land Surveyor in the State of Colorado do hereby certify that this map and survey of Vista Commons Plat (Map)(I) was prepared under my direct supervision, responsibility and checking; (i) is true and accurate to the best of my knowledge and belief; (ii) is clear and legible; (iv) contains all the information required by C.R.S 38-33.3-209; and, (v) that all monuments and markers were set as required by Articles 50 and 51 of Title 38 C.R.S. and conforms to all requirements of the Colorado revised Statutes, and all applicable Town of Ridgway regulations.
 Dated _____ day of _____, 2019.

 Peter C Sauer
 License No. 38135

ATTORNEY'S CERTIFICATE:

I, _____, an attorney at law duly licensed to practice before the courts of record of the State of Colorado, do hereby certify that I have examined the title of all land herein platted and that title to such land is in the dedicator(s) and Owners, and that the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

Dated this _____ day of _____, 2019.
 _____, Attorney at Law

LIENHOLDER'S CERTIFICATE

The undersigned holder of a lien pursuant to an instrument recorded in the Ouray County records at _____ hereby joins in this subdivision, any applicable subdivision improvements agreement, and the dedication of easements, property and streets as shown hereon.

By _____

STATE OF COLORADO)
) ss.
 COUNTY OF OURAY)

The foregoing Certificate was acknowledged before me this _____ day of _____, 2019, by _____, of _____

Witness my hand and official seal.
 My Commission expires: _____

 Notary Public

ENGINEER'S CERTIFICATE:

I, _____, a Registered Engineer in the State of Colorado, do certify that the streets, curb gutter & sidewalk, sanitary sewer system, the water distribution system, fire protection system and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, are adequate to serve the Subdivision shown hereon.

Date: _____

 Engineer Registration Number _____

CERTIFICATE OF IMPROVEMENT COMPLETION:

The undersigned, Town Manager of the Town of Ridgway, do certify that all improvements and utilities required by the current Subdivision Regulations of the Town of Ridgway have been installed in this Subdivision in accordance with the specifications of the Town except for the following which have been secured pursuant to Town subdivision regulations:

Date: _____

 Jen Coates - Town Manager

PLANNING COMMISSION:

Approved by the Ridgway Town Planning Commission this _____ day of _____, 2019, as certified by John Clark, Chairman.

Date: _____

 Doug Cantwright - Chair

TOWN COUNCIL:

Approved by the Ridgway Town Council this _____ day of _____, 2019, as certified by John Clark, Mayor.

Date: _____

 John Clark - Mayor

TOWN ATTORNEY'S CERTIFICATE:

Approved for recording this _____ day of _____, 2019.

 Bo James Nerlin - Town Attorney

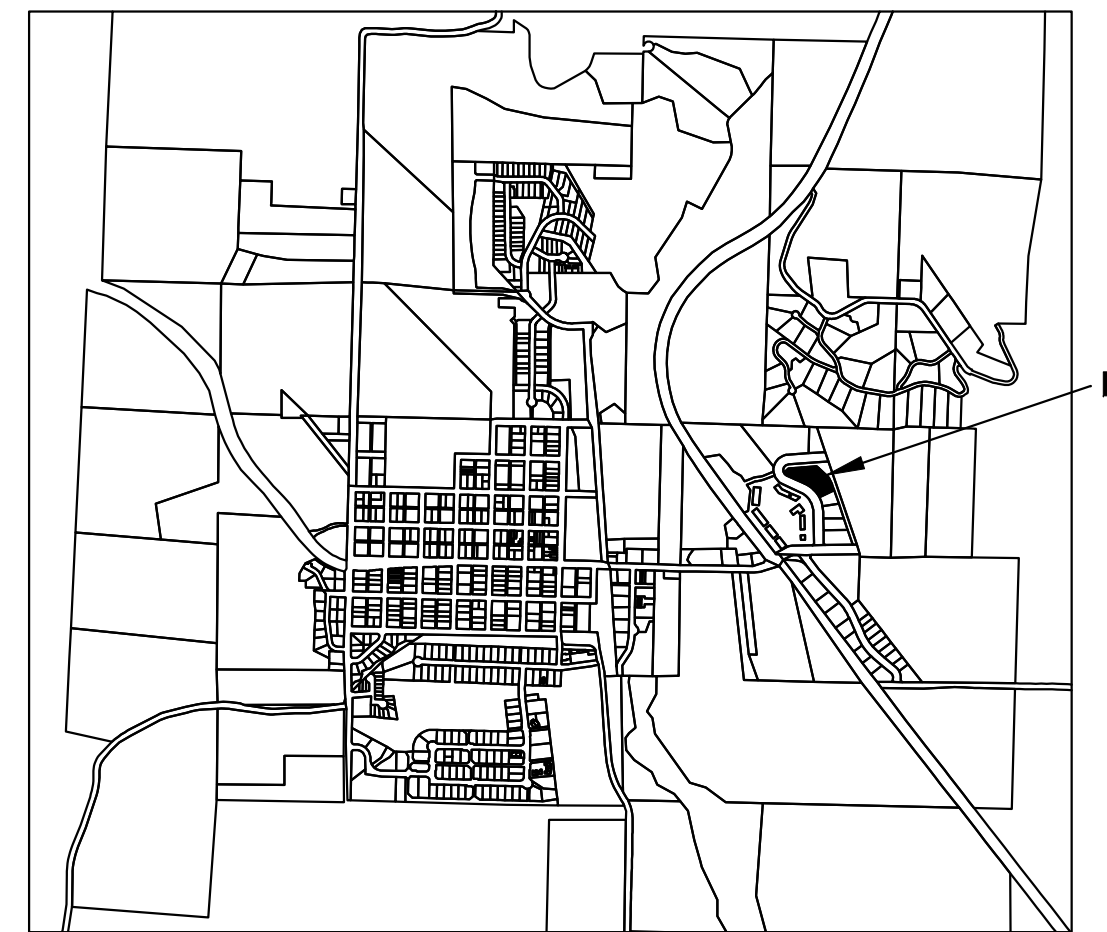
TREASURER'S CERTIFICATE:

I certify that as of the _____ day of _____, there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.

Date: _____

 Jennie Casolari - Ouray County Treasurer

**Vista Park Commons
 Vicinity Map
 (Not to Scale)**



Project Location

Certificate of Creation of Community, Dedication, and Ownership:

Visa Park Development, LLC, a Colorado limited liability company ("Owner") does certify the following:

1. The Owner is the current fee simple owner of certain real property in the Town of Ridgway, County of Ouray and State of Colorado, situated in Section 16, Township 45, Range 8, containing 2.443 acres more or less, and being more particularly described as follows:

Lots 30-34 of the Ridgway USA Development by the Ridgway Land Company, according to the recorded plat filed October 9, 1990 at Reception No 147701, Town of Ridgway, County of Ouray, State of Colorado.

This real property, together with the rights, duties and obligation under these certain easements which benefit and burden the Property and further together with all the improvements, consisting of building and other structures on the real property are collectively referred to on this Plat as the "Property". The Owner has by these presents laid out, re-platted and subdivided the Property into 25 new lots, Common Areas, and Limited Common Areas, all as shown on this Plat.

2. This is the same Property and the same Plat that is defined, described and referred to in the Declaration of Covenants, Conditions, and Restrictions for Vista Park Commons, a Planned Common Interest Community (the "Declaration"), which was recorded in the office of the Ouray County Clerk and Recorder, State of Colorado on _____, 2019 at Reception No. _____.

3. Owner, as Declarant and as the fee simple title owner of the Property, does hereby submit governance of the Property and the Community to the (i) Declaration, (ii) the Colorado Common Interest Ownership Act, as set forth in Colorado Revised Statutes §§38-33.3-101 et. seq., and (iii) the Colorado Revised Nonprofit Corporation Act, as set forth in Colorado Revised Statutes §§7-121101 et. seq.

4. Owner does hereby dedicate, grant and convey to the Town of Ridgway, State of Colorado, the following easements as indicated on this Plat and as further described in the Declaration:

(i) Utility easements (as shown on the Plat) for Town utilities and public utilities, including, but not limited to water, sewer, electrical, telephone, gas, CATV lines, and fiber optic lines, together with perpetual right of ingress and egress for installation, maintenance and replacement of such lines;

Owner reserves or conveys private easements for the Unit Owners in the Common Areas and Limited Common Areas as indicated on this Plat and as further described in the Declaration.

Owner reserves or conveys private easements for the Association in the Common Areas and Limited Common Areas and in the Property as a whole as described in the Declaration.

5. Owner does hereby dedicate, grant and convey to the Town of Ridgway, State of Colorado, the new water main and the new sewer main constructed in the Utility Easements shown on this Plat.

Executed this _____ day of _____, A.D. 20____.

Vista Park Development, LLC
 by _____
 F. Guthrie Castle, Jr.
 Managing Member

STATE OF COLORADO)
) ss.
 COUNTY OF Ouray)

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, A.D. 2018, by F. Guthrie Castle, Jr., as Managing Member of Vista Park Development, LLC.

Witness my hand and official seal.

My Commission expires _____

 Notary Public

PAGE INDEX:

- Page 1 Certificates and Notes
- Page 2 Units Boundary and Topographic Information
- Page 3 and 4 Building Setbacks, Parking Area and Storage Areas

NOTICE:

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

RECORDER'S CERTIFICATE:


This plat was filed for record in the office of Clerk and Recorder of Ouray County at _____M. on the _____ day of _____, 2019, under

Reception No. _____

By _____
 Michelle Nauer, Ouray County Clerk and Recorder

Deputy _____

PROJECT MANAGER: PS	REVISIONS	DATE	DESCRIPTION	BY
CADD TECH: PS CHECKED BY: PS START DATE: 5/31/17	1			
	2			
	3			
	4			
	5			

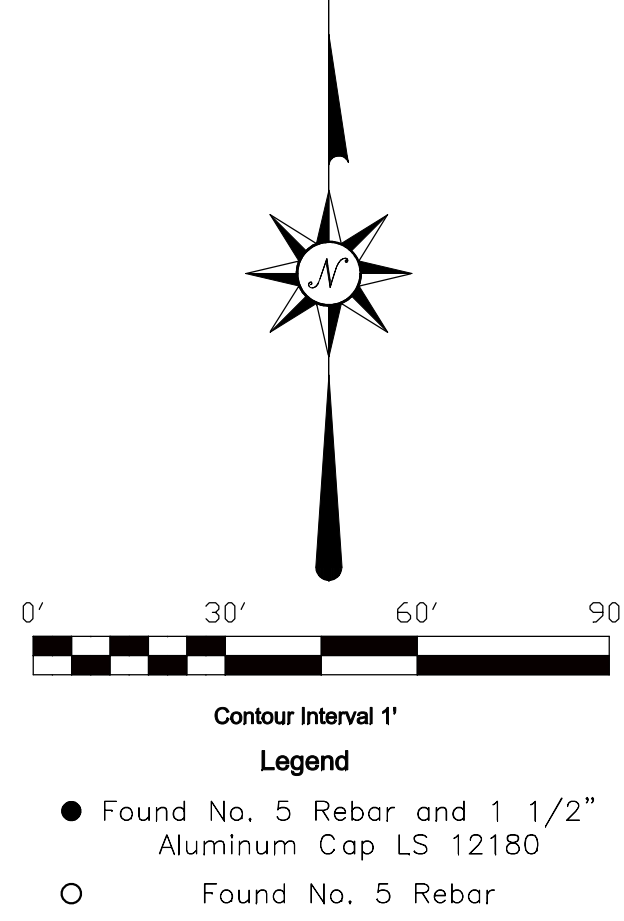
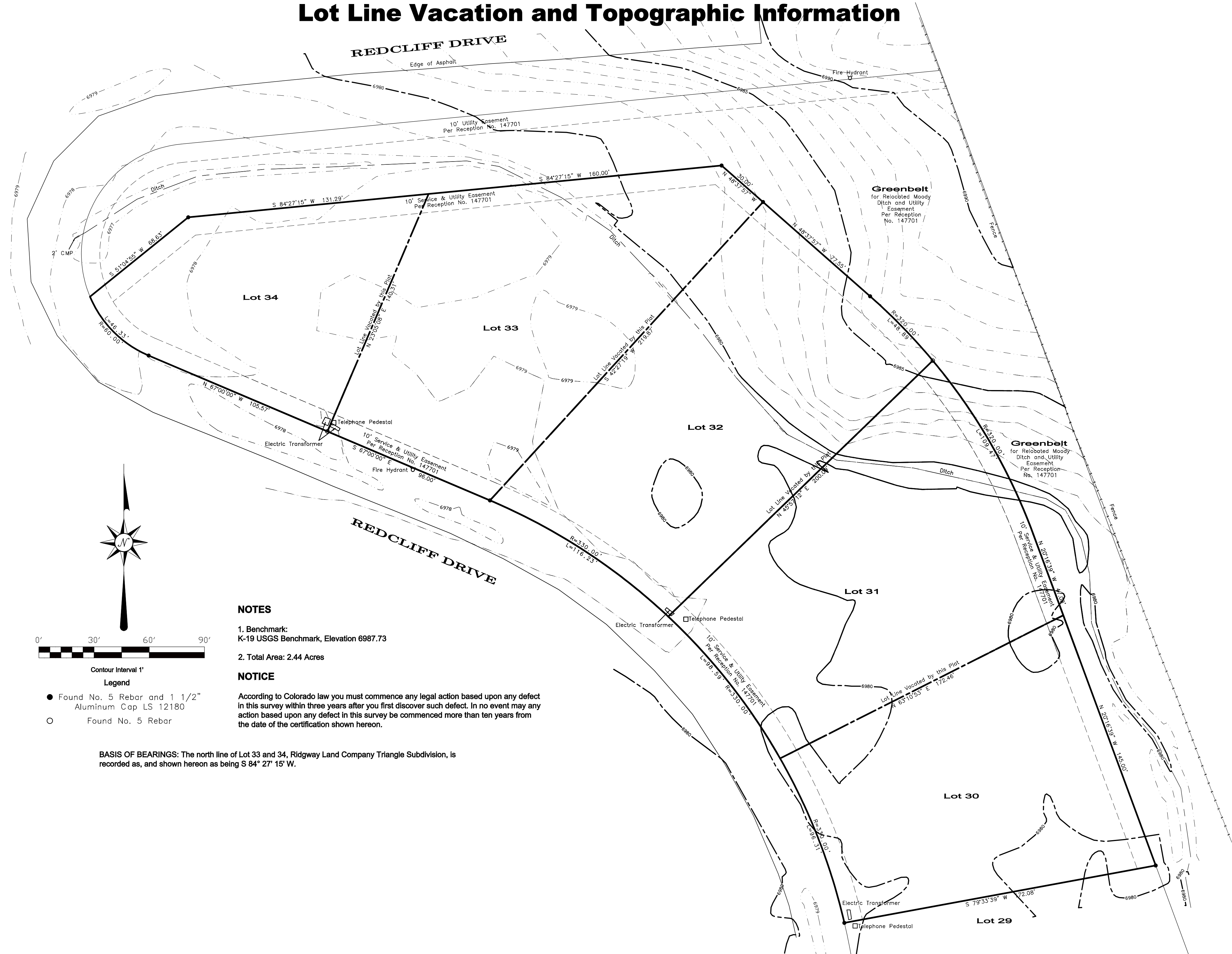


Orion
SURVEYING

OFFICE (970) 249-5349 - FAX (970) 626-6261
 CELL (970) 729-1289
 1147 OURAY COUNTY ROAD 22 - MONTROSE, COLORADO 81403
 565 SHERMAN STREET, SUITE 10, RIDGWAY, COLORADO 81432
 WWW.ORIONSURVEYING.COM

DRAWING PATH: Preliminary Plat 5-17 | SHEET No. 1 OF 4 | PROJECT: 17025

Vista Park Commons - P.U.D.
Replat of Lots 30-34, Ridgway Land Company Subdivision
Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado
Lot Line Vacation and Topographic Information



NOTES

1. Benchmark:
K-19 USGS Benchmark, Elevation 6987.73
2. Total Area: 2.44 Acres

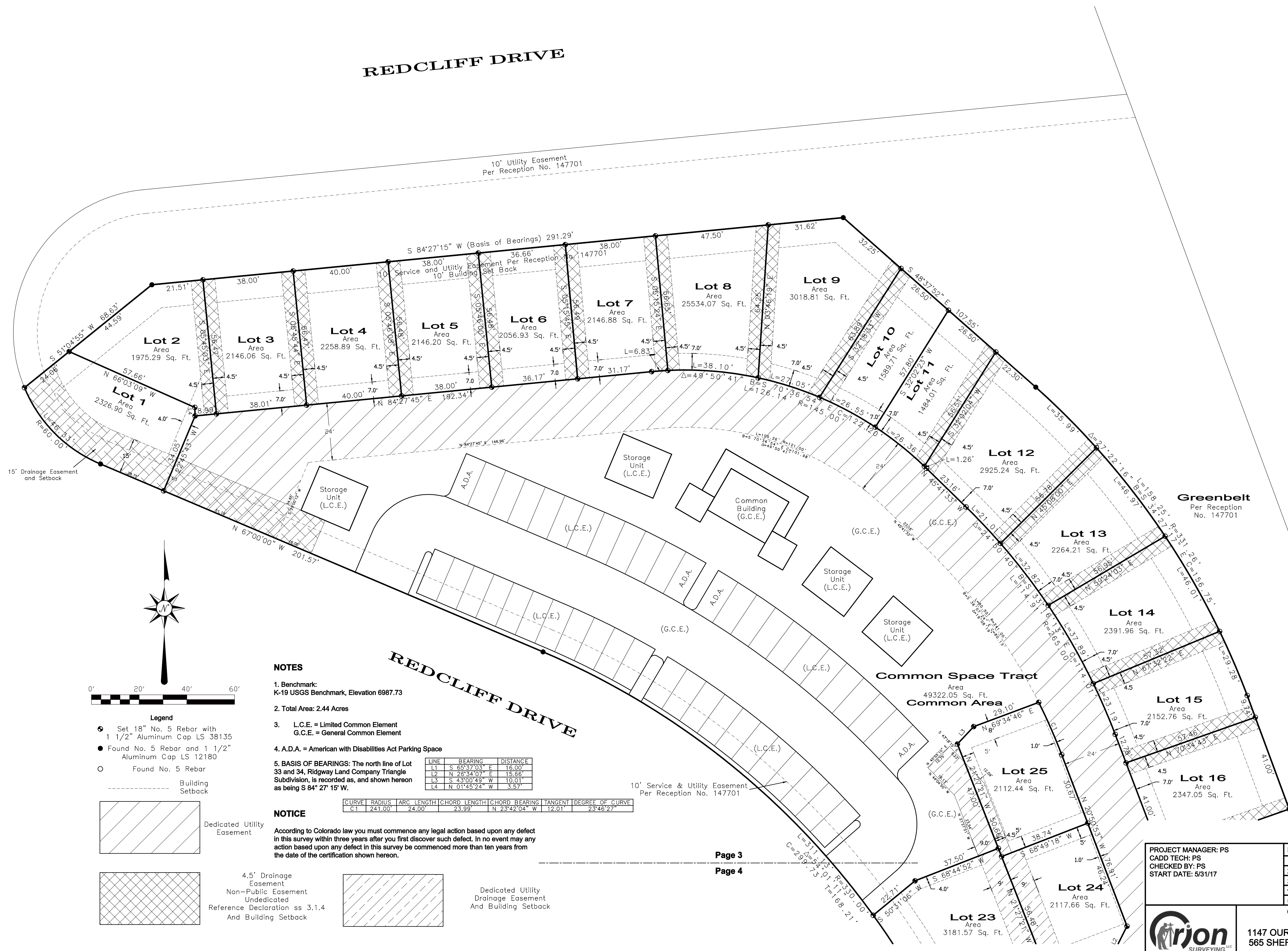
NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

BASIS OF BEARINGS: The north line of Lot 33 and 34, Ridgway Land Company Triangle Subdivision, is recorded as, and shown hereon as being S 84° 27' 15" W.

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 5/31/17	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
OFFICE (970) 249-5349 - FAX (970) 626-6261 CELL (970) 729-1289 1147 OURAY COUNTY ROAD 22 - MONTROSE, COLORADO 81403 565 SHERMAN STREET, SUITE 10, RIDGWAY, COLORADO 81432 WWW.ORIONSURVEYING.COM				
ORION SURVEYING		DRAWING PATH: Preliminary Plat 5-17		
SHEET No. 2 OF 4		PROJECT: 17025		

Vista Park Commons - P.U.D.
Replat of Lots 30-34, Ridgway Land Company Subdivision
Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado



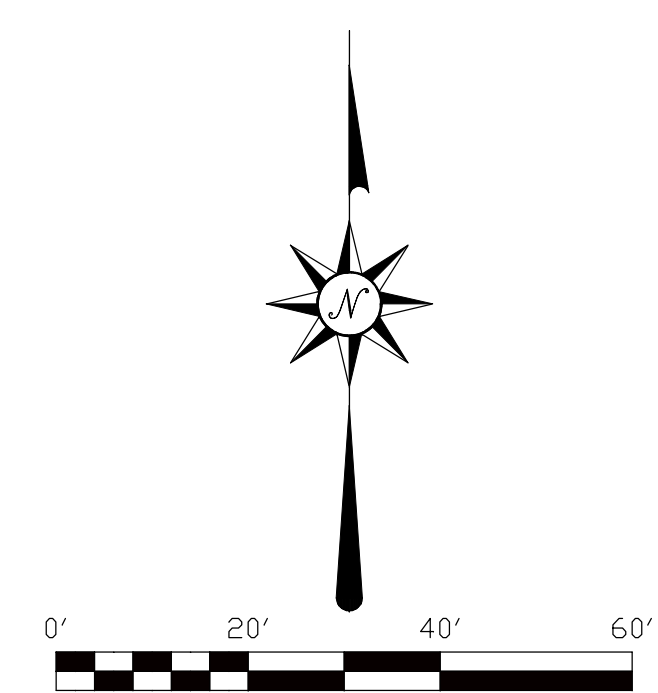
NOTES

- Benchmark:
K-19 USGS Benchmark, Elevation 6987.73
- Total Area: 2.44 Acres
- L.C.E. = Limited Common Element
G.C.E. = General Common Element
- A.D.A. = American with Disabilities Act Parking Space
- BASIS OF BEARINGS:** The north line of Lot 33 and 34, Ridgway Land Company Triangle Subdivision, is recorded as, and shown herein as being S 84° 27' 15" W.

LINE	BEARING	DISTANCE
L1	S 65° 37' 03" E	16.00'
L2	N 26° 34' 07" E	15.66'
L3	S 43° 00' 49" W	10.01'
L4	N 01° 45' 24" W	3.57'

NOTICE

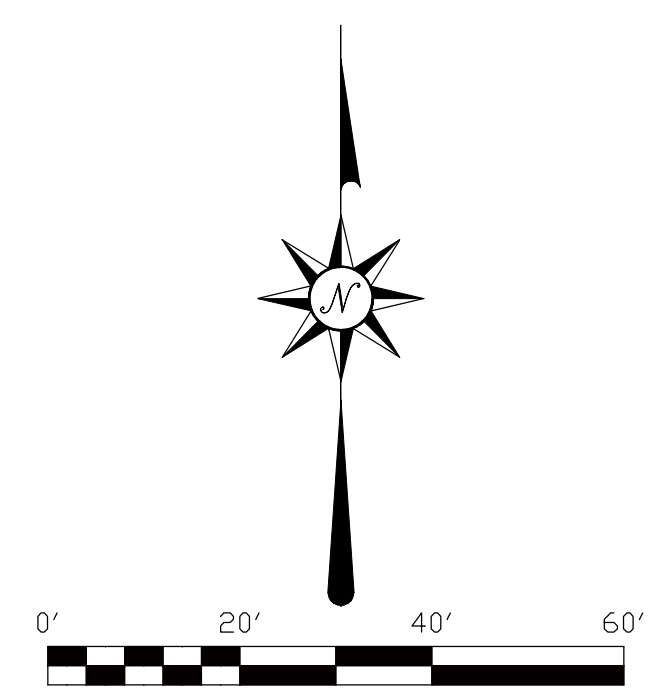
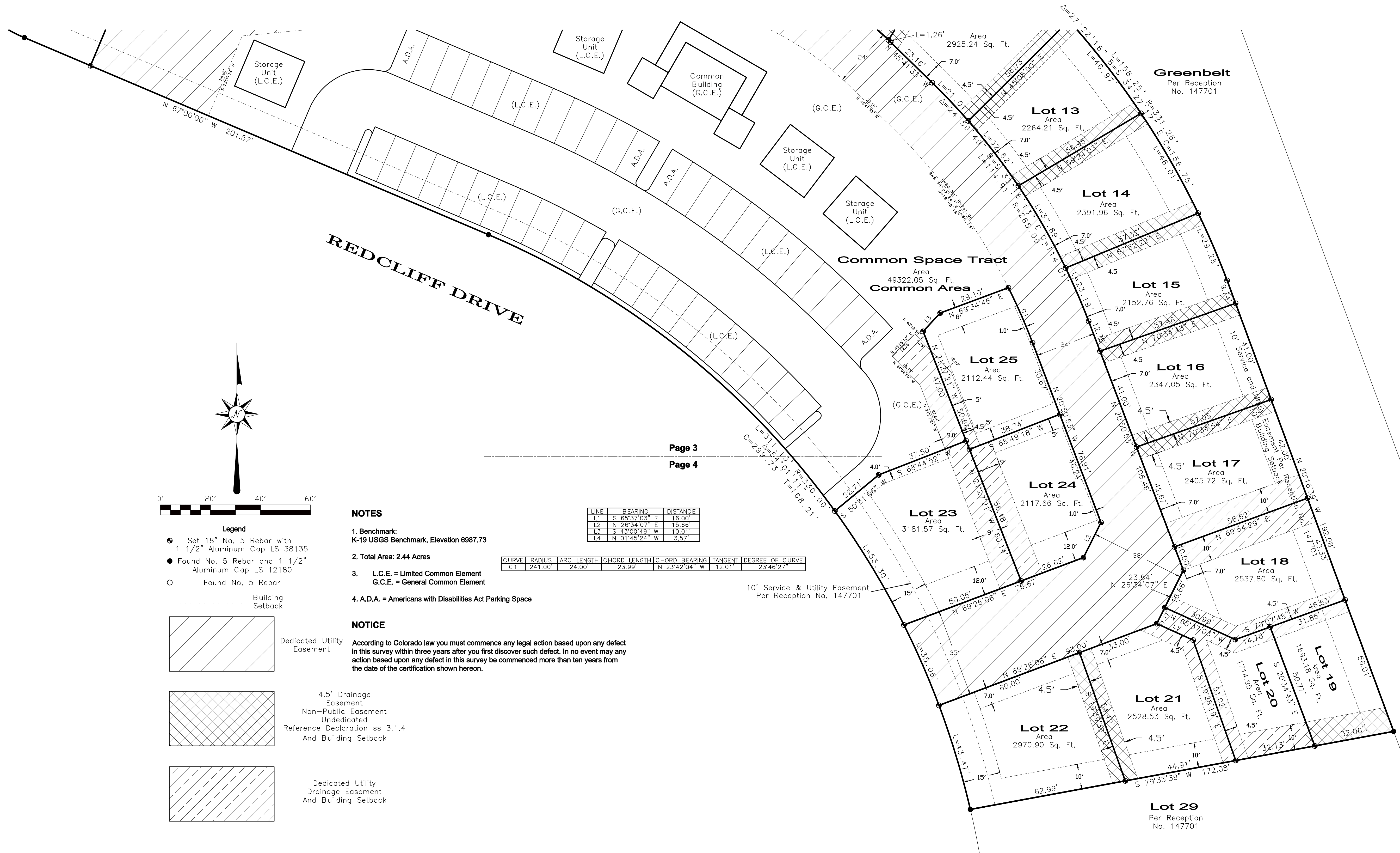
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.



- Legend**
- Set 18" No. 5 Rebar with 1 1/2" Aluminum Cap LS 38135
 - Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 12180
 - Found No. 5 Rebar
 - Building Setback
 - Dedicated Utility Easement
 - 4.5' Drainage Easement
 - Non-Public Easement Undedicated Reference Declaration ss 3.1.4 And Building Setback
 - Dedicated Utility Drainage Easement And Building Setback

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 5/31/17	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
ORION SURVEYING	OFFICE (970) 249-5349 - FAX (970) 626-6261 CELL (970) 729-1289 1147 OURAY COUNTY ROAD 22 - MONTROSE, COLORADO 81403 565 SHERMAN STREET, SUITE 10, RIDGWAY, COLORADO 81432 WWW.ORIONSURVEYING.COM			
	DRAWING PATH: Preliminary Plat 5-17		SHEET No. 3 OF 4	

Vista Park Commons - P.U.D.
Replat of Lots 30-34, Ridgway Land Company Subdivision
Located in the South 1/2 of the North 1/2, Section 16, Township 45 North, Range 8 West, NMPM,
Town of Ridgway, County of Ouray, State of Colorado



- Legend**
- Set 18" No. 5 Rebar with 1 1/2" Aluminum Cap LS 38135
 - Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 12180
 - Found No. 5 Rebar
 - Building Setback
 - ▨ Dedicated Utility Easement
 - ▩ 4.5' Drainage Easement Non-Public Easement Undedicated Reference Declaration ss 3.1.4 And Building Setback
 - ▧ Dedicated Utility Drainage Easement And Building Setback

- NOTES**
1. Benchmark: K-19 USGS Benchmark, Elevation 6987.73
 2. Total Area: 2.44 Acres
 3. L.C.E. = Limited Common Element
G.C.E. = General Common Element
 4. A.D.A. = Americans with Disabilities Act Parking Space

NOTICE
 According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

LINE	BEARING	DISTANCE
L1	S 65°37'03" E	16.00'
L2	N 26°34'07" E	19.66'
L3	S 43°00'49" W	10.01'
L4	N 01°45'24" W	3.57'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENT	DEGREE OF CURVE
C1	241.00'	24.00'	23.99'	N 23°42'04" W	12.01'	23°46'27"

Page 3
Page 4

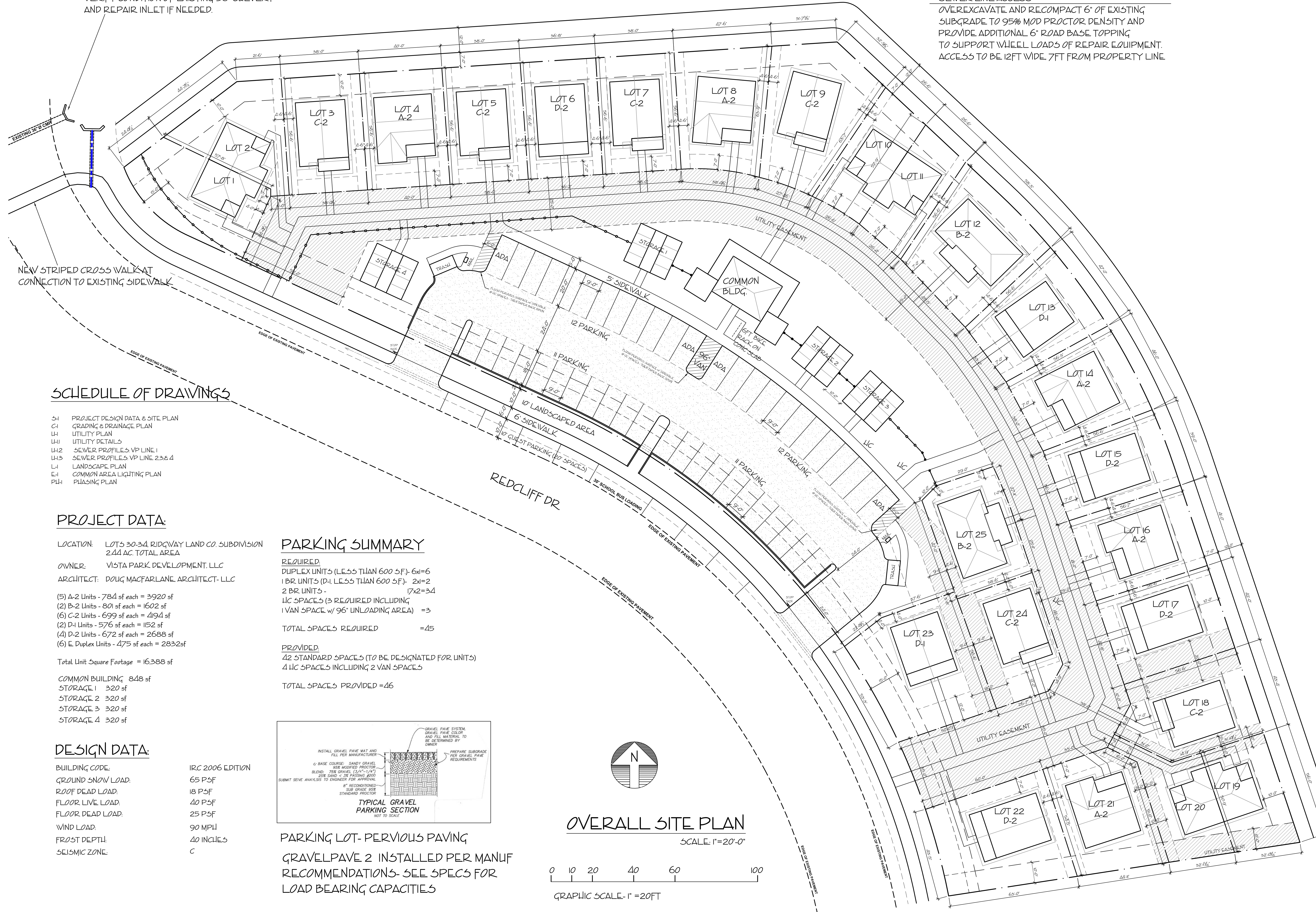
PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 5/31/17	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
5				

OFFICE (970) 249-5349 - FAX (970) 626-6261
 CELL (970) 729-1289
 1147 OURAY COUNTY ROAD 22 - MONTROSE, COLORADO 81403
 565 SHERMAN STREET, SUITE 10, RIDGWAY, COLORADO 81432
 WWW.ORIONSURVEYING.COM

DRAWING PATH: Preliminary Plat 5-17 | SHEET No. 4 OF 4 | PROJECT: 17026

VERIFY CONDITION OF EXISTING 36" CULVERT AND REPAIR INLET IF NEEDED.

SEWER LINE ACCESS-
OVEREXCAVATE AND RECOMPACT 6" OF EXISTING SUBGRADE TO 95% MOD PROCTOR DENSITY AND PROVIDE ADDITIONAL 6" ROAD BASE TOPPING TO SUPPORT WHEEL LOADS OF REPAIR EQUIPMENT. ACCESS TO BE 12FT WIDE, 7FT FROM PROPERTY LINE.



NEW STRIPED CROSS WALK AT CONNECTION TO EXISTING SIDEWALK

SCHEDULE OF DRAWINGS

- S-1 PROJECT DESIGN DATA & SITE PLAN
- C-1 GRADING & DRAINAGE PLAN
- U-1 UTILITY PLAN
- U-1 UTILITY DETAILS
- U-2 SEWER PROFILES VP LINE 1
- U-3 SEWER PROFILES VP LINE 2,3,4
- L-1 LANDSCAPE PLAN
- E-1 COMMON AREA LIGHTING PLAN
- PL-1 PLASING PLAN

PROJECT DATA:

LOCATION: LOTS 30-34 RIDGWAY LAND CO. SUBDIVISION
2.44 AC. TOTAL AREA

OWNER: VISTA PARK DEVELOPMENT, LLC

ARCHITECT: DOUG MACFARLANE, ARCHITECT, LLC

(5) A-2 Units - 784 sf each = 3920 sf
(2) B-2 Units - 801 sf each = 1602 sf
(6) C-2 Units - 699 sf each = 4194 sf
(2) D-1 Units - 576 sf each = 1152 sf
(4) D-2 Units - 672 sf each = 2688 sf
(6) E Duplex Units - 475 sf each = 2832sf

Total Unit Square Footage = 16388 sf

COMMON BUILDING 848 sf
STORAGE 1 320 sf
STORAGE 2 320 sf
STORAGE 3 320 sf
STORAGE 4 320 sf

PARKING SUMMARY

REQUIRED:
DUPLIX UNITS (LESS THAN 600 SF)- 6x1=6
1 BR. UNITS (D-1 LESS THAN 600 SF)- 2x1=2
2 BR UNITS - 17x2=34
LIC SPACES (3 REQUIRED INCLUDING 1 VAN SPACE W/ 96" UNLOADING AREA) =3
TOTAL SPACES REQUIRED =45

PROVIDED:
42 STANDARD SPACES (TO BE DESIGNATED FOR UNITS)
4 LIC SPACES INCLUDING 2 VAN SPACES
TOTAL SPACES PROVIDED =46

DESIGN DATA:

BUILDING CODE: IRC 2006 EDITION

GROUND SNOW LOAD: 65 PSF

ROOF DEAD LOAD: 18 PSF

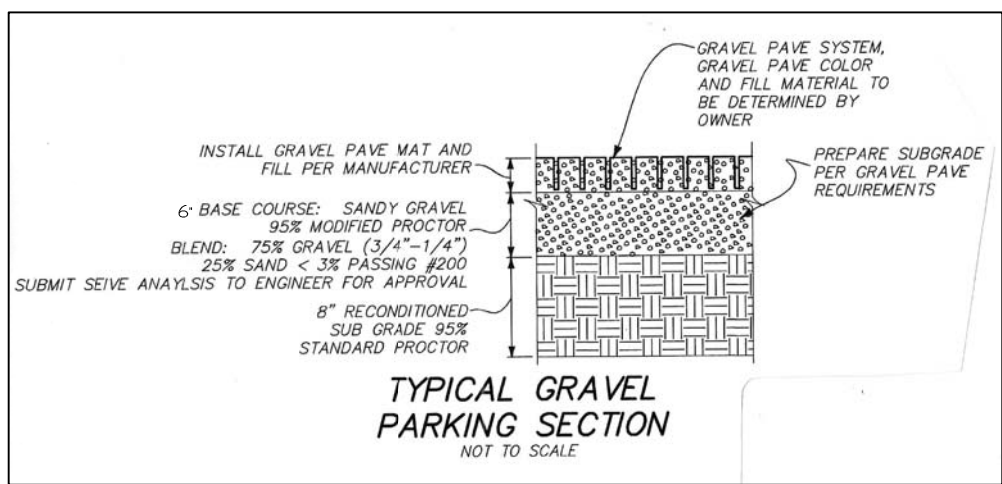
FLOOR LIVE LOAD: 40 PSF

FLOOR DEAD LOAD: 25 PSF

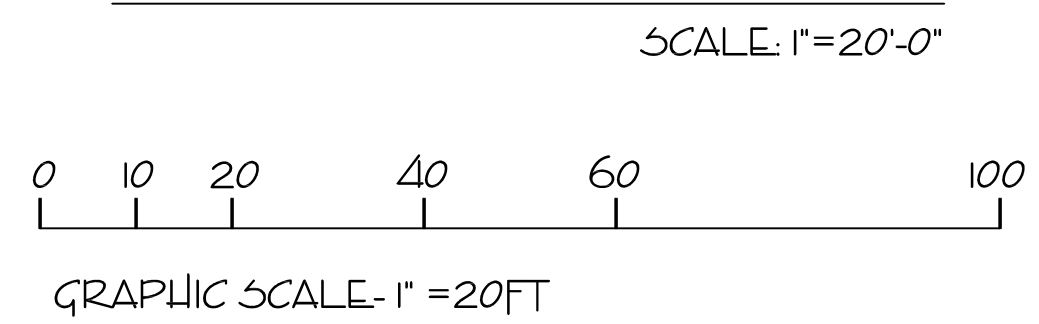
WIND LOAD: 90 MPH

FROST DEPTH: 40 INCHES

SEISMIC ZONE: C



OVERALL SITE PLAN



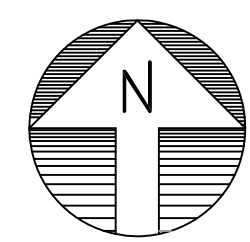
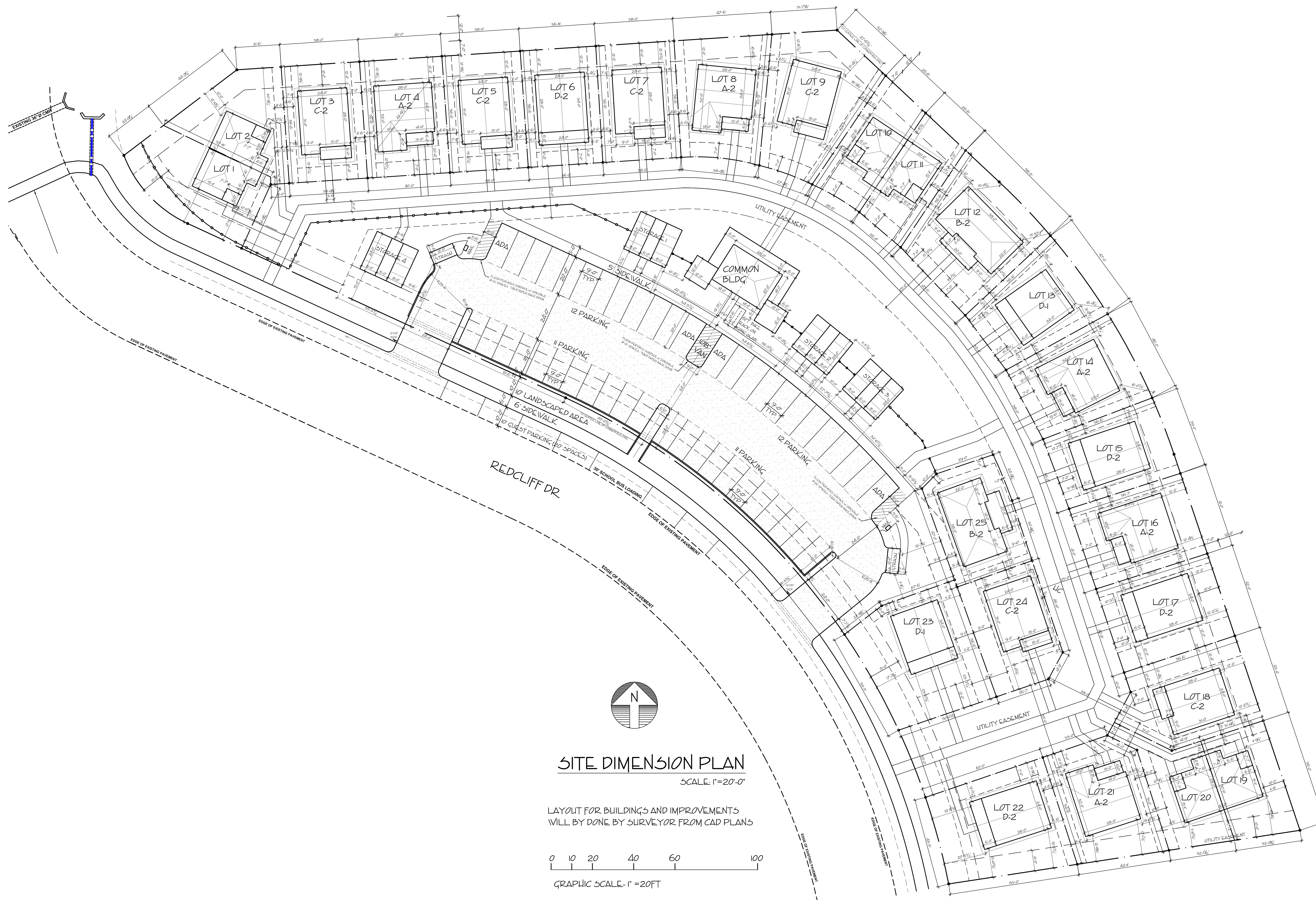
REVISIONS
PRELIM PLAT: 7/13/18

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

SITE PLAN

DOUG MACFARLANE
ARCHITECT, LLC
655 N. CORA SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C.
DATE: 07/13/18
SCALE:
SHEET:



SITE DIMENSION PLAN

SCALE: 1" = 20'-0"

LAYOUT FOR BUILDINGS AND IMPROVEMENTS
WILL BE DONE BY SURVEYOR FROM CAD PLANS



GRAPHIC SCALE - 1" = 20FT

REVISIONS
PRELIM PLAT: 7/19/18

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

SITE PLAN

DOLG MACFARLANE
ARCHITECT-LLC
6553 N. CORA SUITE 201, RIDGWAY, CO. (970)-626-3308

JOB: V.P.C.
DATE: 07/19/18
SCALE:
SHEET:

5-1

REVISIONS
 PRELIM PLAT: 7/13/18
 Revision 1: 7-16-18

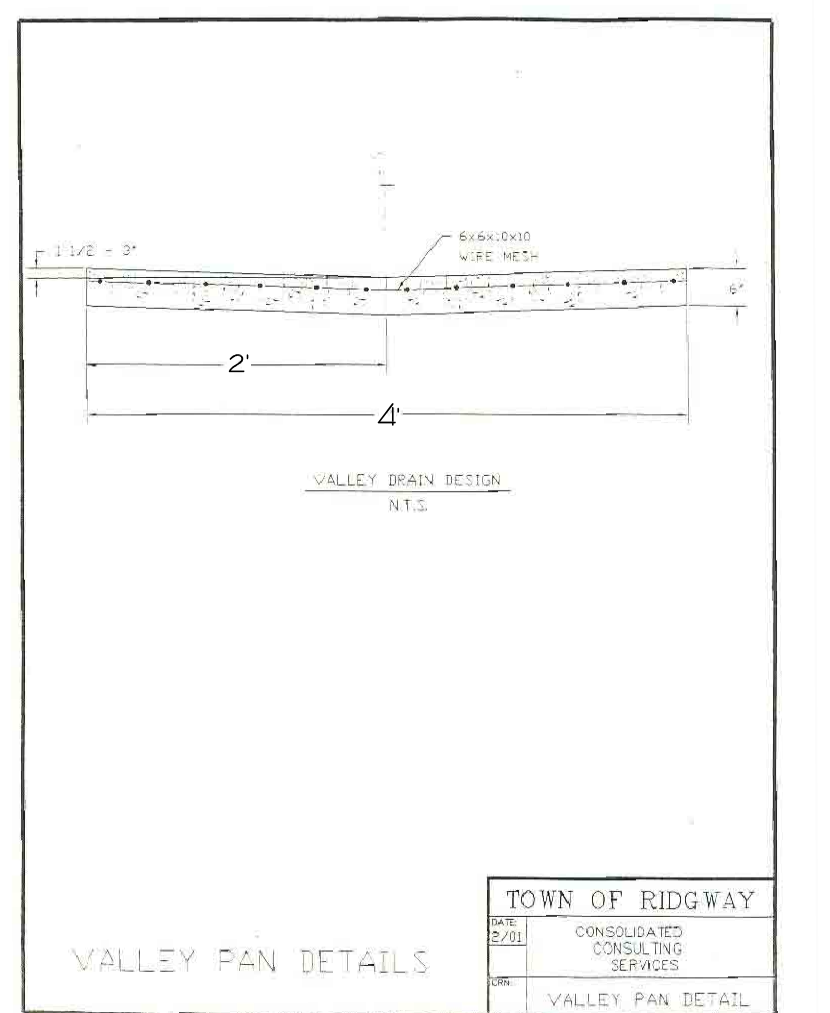
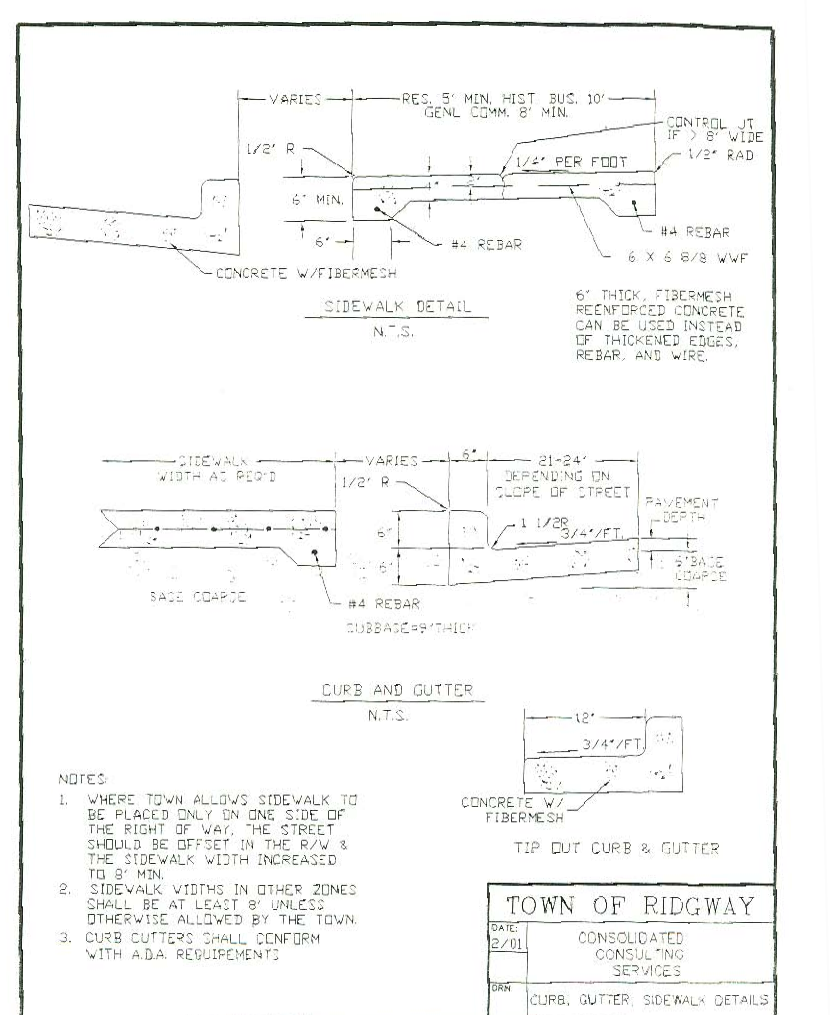
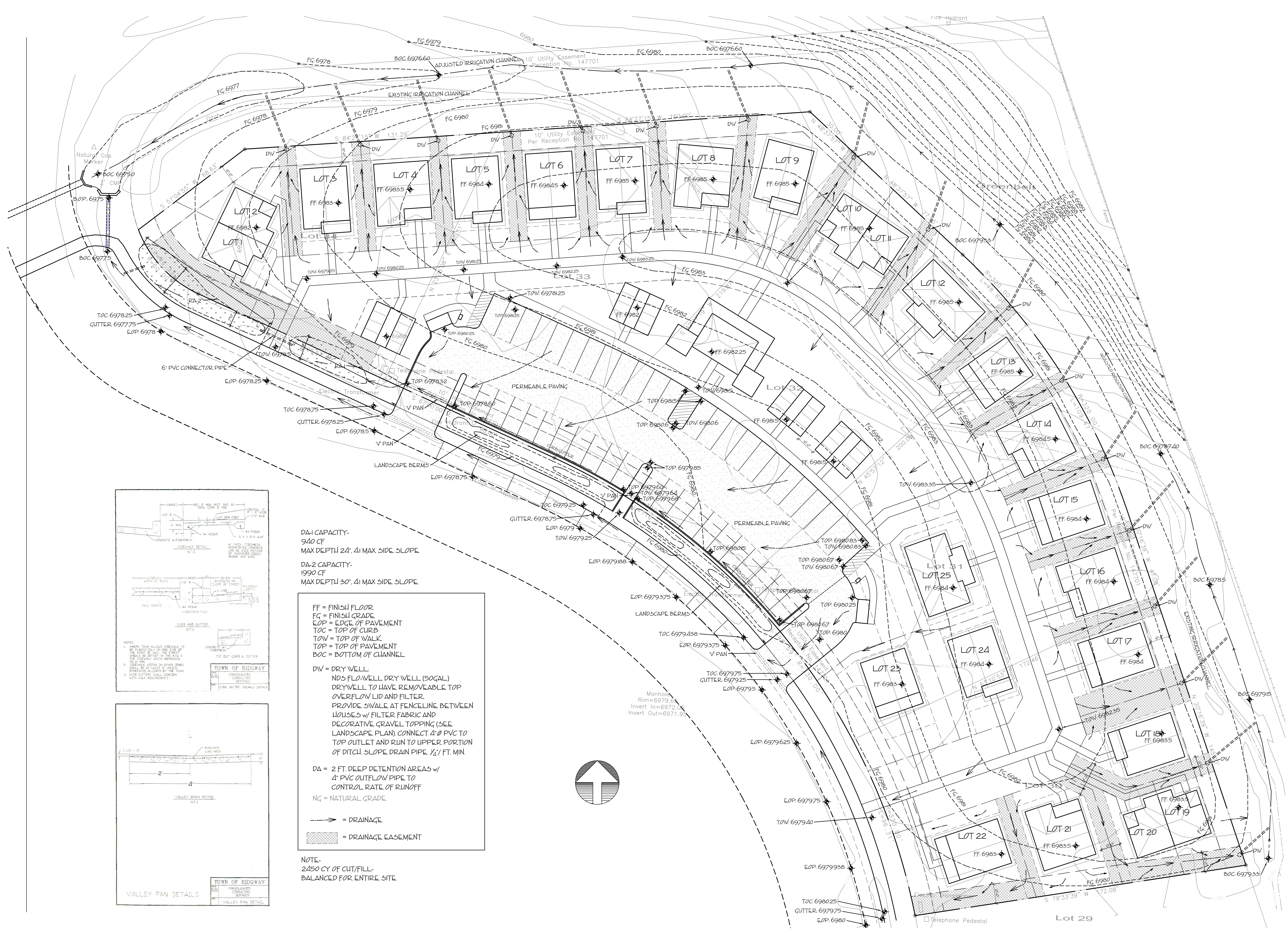
VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

GRADING & DRAINAGE PLAN

DOUG MACFARLANE
 ARCHITECT - LLC
 653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C.
 DATE: 07/13/18
 SCALE:
 SHEET:

C-1



DA-1 CAPACITY:
 940 CF
 MAX DEPTH 24" 4:1 MAX SIDE SLOPE

DA-2 CAPACITY:
 1990 CF
 MAX DEPTH 30" 4:1 MAX SIDE SLOPE

FF = FINISH FLOOR
 FG = FINISH GRADE
 EOP = EDGE OF PAVEMENT
 TOC = TOP OF CURB
 TOW = TOP OF WALK
 TOP = TOP OF PAVEMENT
 BOC = BOTTOM OF CHANNEL

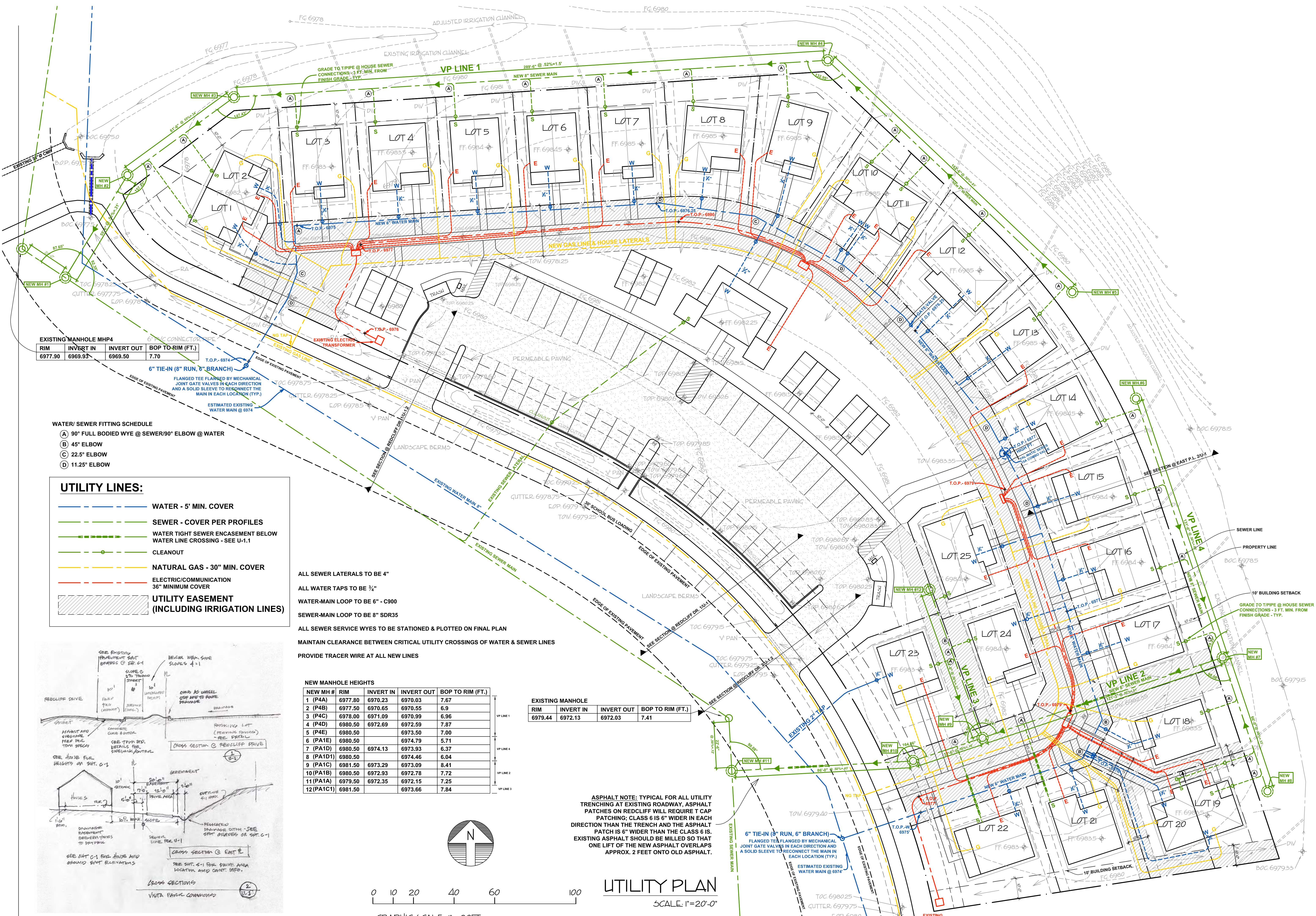
DW = DRY WELL:
 NDS FLO-WELL DRY WELL (50GAL)
 DRYWELL TO HAVE REMOVABLE TOP
 OVERFLOW LID AND FILTER
 PROVIDE SVALE AT FENCELINE BETWEEN
 HOUSES w/ FILTER FABRIC AND
 DECORATIVE GRAVEL TOPPING (SEE
 LANDSCAPE PLAN). CONNECT 4" Ø PVC TO
 TOP OUTLET AND RUN TO UPPER PORTION
 OF DITCH SLOPE DRAIN PIPE 1/2" FT. MIN.

DA = 2 FT. DEEP DETENTION AREAS w/
 4" PVC OUTFLOW PIPE TO
 CONTROL RATE OF RUNOFF

NG = NATURAL GRADE

---> = DRAINAGE
 [Hatched Area] = DRAINAGE EASEMENT

NOTE:
 2450 CY OF CUT/FILL
 BALANCED FOR ENTIRE SITE



EXISTING MANHOLE MHP4

RIM	INVERT IN	INVERT OUT	BOP TO RIM (FT.)
6977.90	6969.93	6969.50	7.70

- WATER/ SEWER FITTING SCHEDULE
- (A) 90° FULL BODIED WYE @ SEWER/90° ELBOW @ WATER
 - (B) 45° ELBOW
 - (C) 22.5° ELBOW
 - (D) 11.25° ELBOW

UTILITY LINES:

- WATER - 5' MIN. COVER
- SEWER - COVER PER PROFILES
- WATER TIGHT SEWER ENCASEMENT BELOW WATER LINE CROSSING - SEE U-1.1
- CLEANOUT
- NATURAL GAS - 30" MIN. COVER
- ELECTRIC/COMMUNICATION 36" MINIMUM COVER
- UTILITY EASEMENT (INCLUDING IRRIGATION LINES)

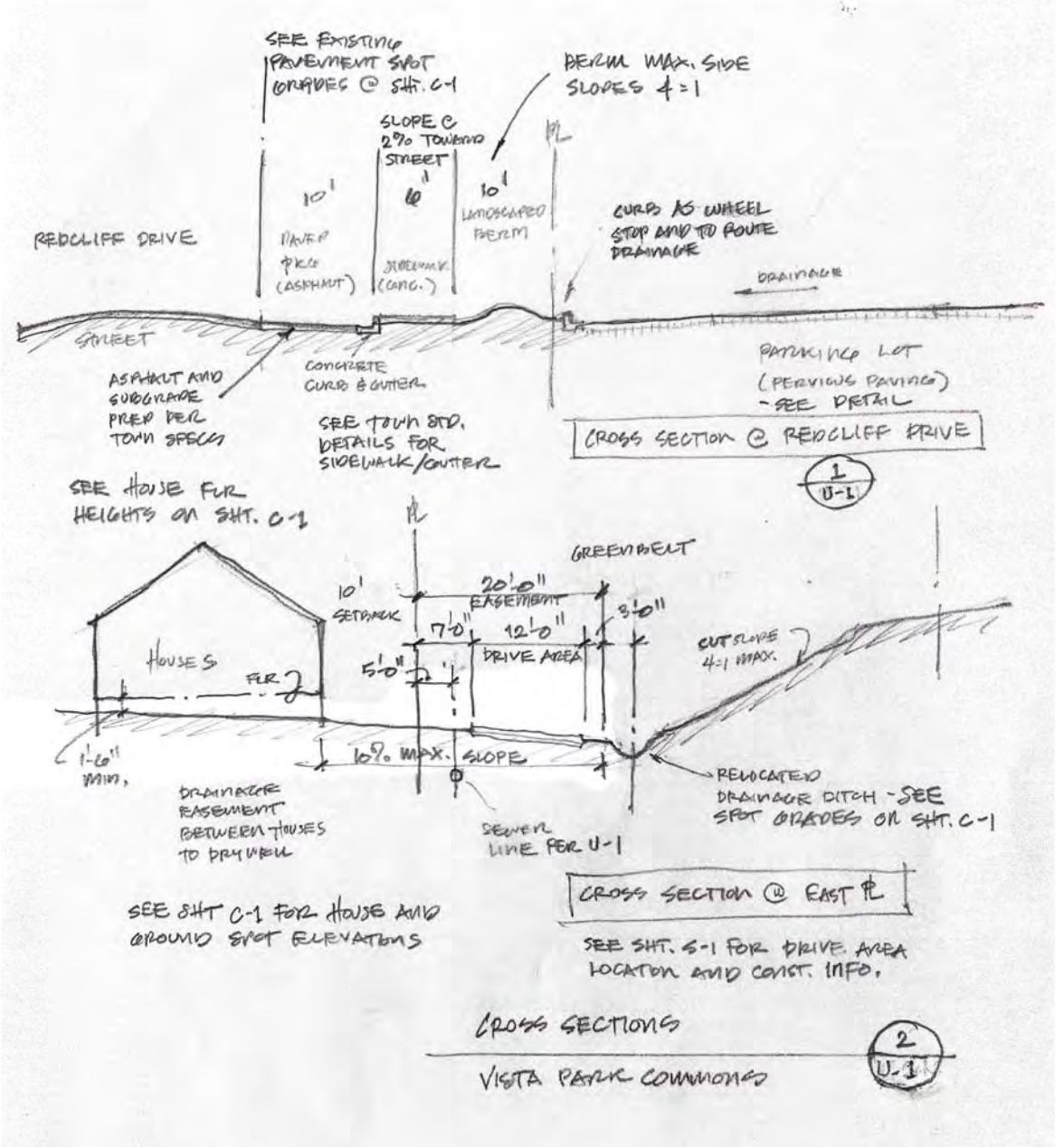
- ALL SEWER LATERALS TO BE 4"
- ALL WATER TAPS TO BE 3/4"
- WATER-MAIN LOOP TO BE 6" - C900
- SEWER-MAIN LOOP TO BE 8" SDR35
- ALL SEWER SERVICE WYES TO BE STATIONED & PLOTTED ON FINAL PLAN
- MAINTAIN CLEARANCE BETWEEN CRITICAL UTILITY CROSSINGS OF WATER & SEWER LINES
- PROVIDE TRACER WIRE AT ALL NEW LINES

NEW MANHOLE HEIGHTS

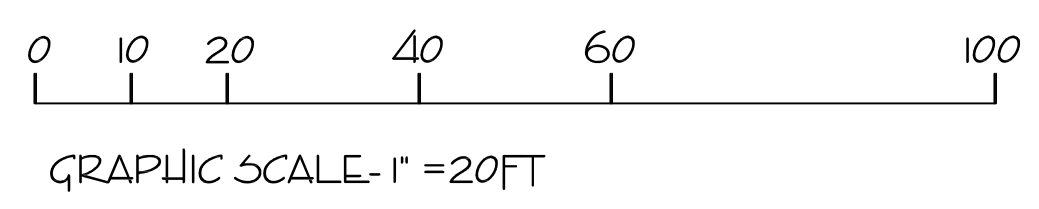
NEW MH #	RIM	INVERT IN	INVERT OUT	BOP TO RIM (FT.)
1 (P4A)	6977.80	6970.23	6970.03	7.67
2 (P4B)	6977.50	6970.65	6970.55	6.9
3 (P4C)	6978.00	6971.09	6970.99	6.96
4 (P4D)	6980.50	6972.69	6972.59	7.87
5 (P4E)	6980.50	6973.50	6973.50	7.00
6 (PA1E)	6980.50	6974.79	6974.79	5.71
7 (PA1D)	6980.50	6974.13	6973.93	6.37
8 (PA1D)	6980.50	6974.46	6974.46	6.04
9 (PA1C)	6981.50	6973.29	6973.09	8.41
10 (PA1B)	6980.50	6972.93	6972.78	7.72
11 (PA1A)	6979.50	6972.35	6972.15	7.25
12 (PA1C)	6981.50	6973.66	6973.66	7.84

EXISTING MANHOLE

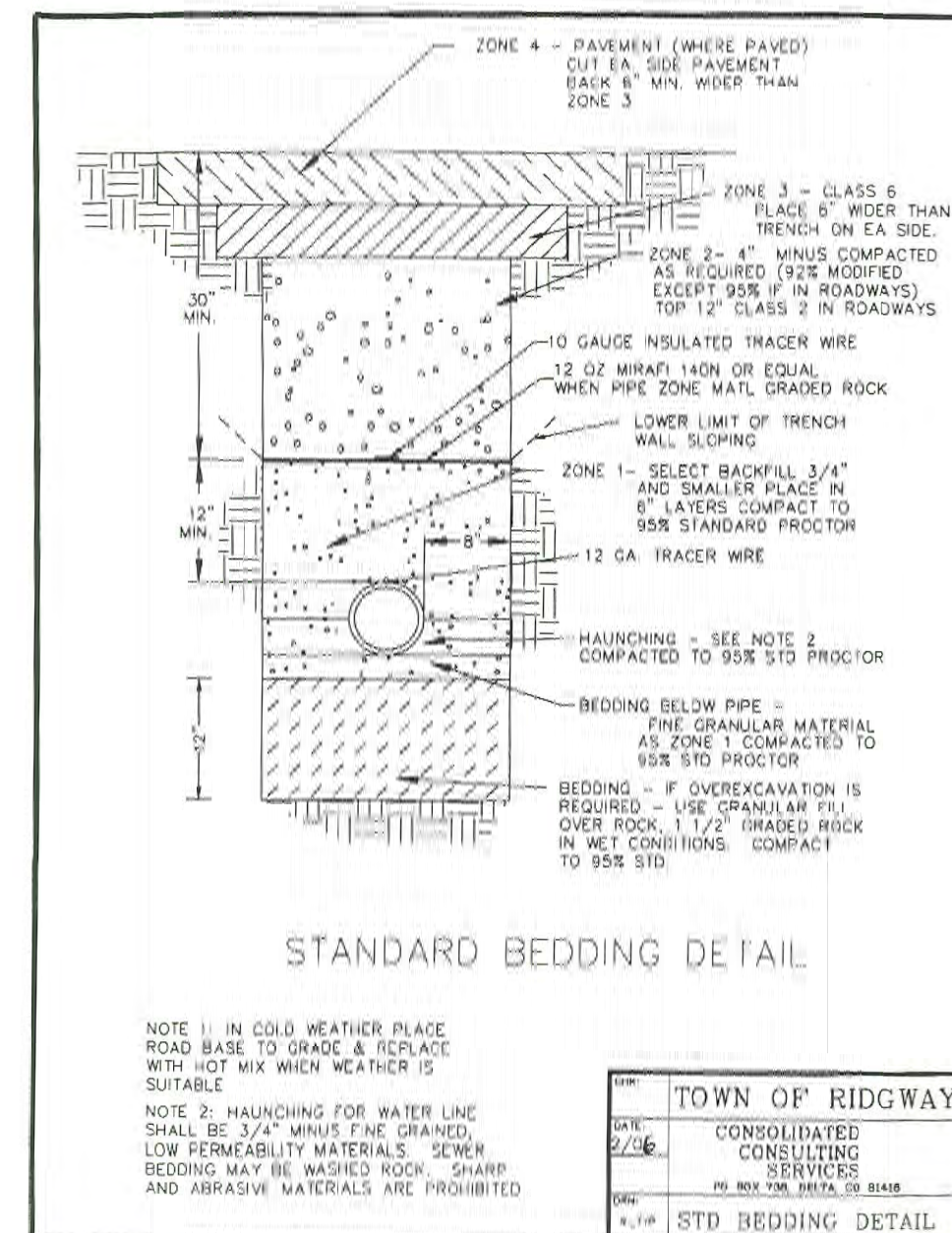
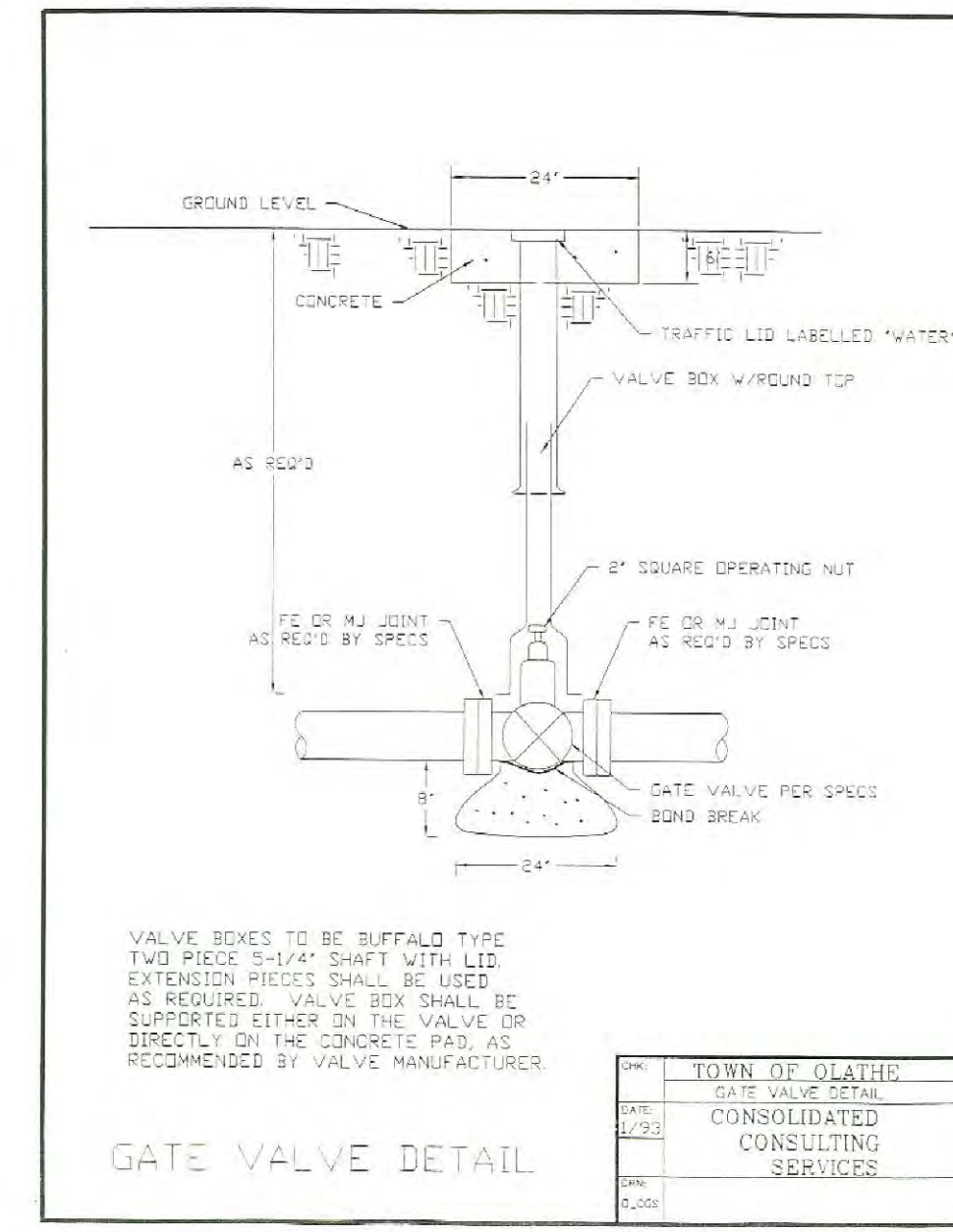
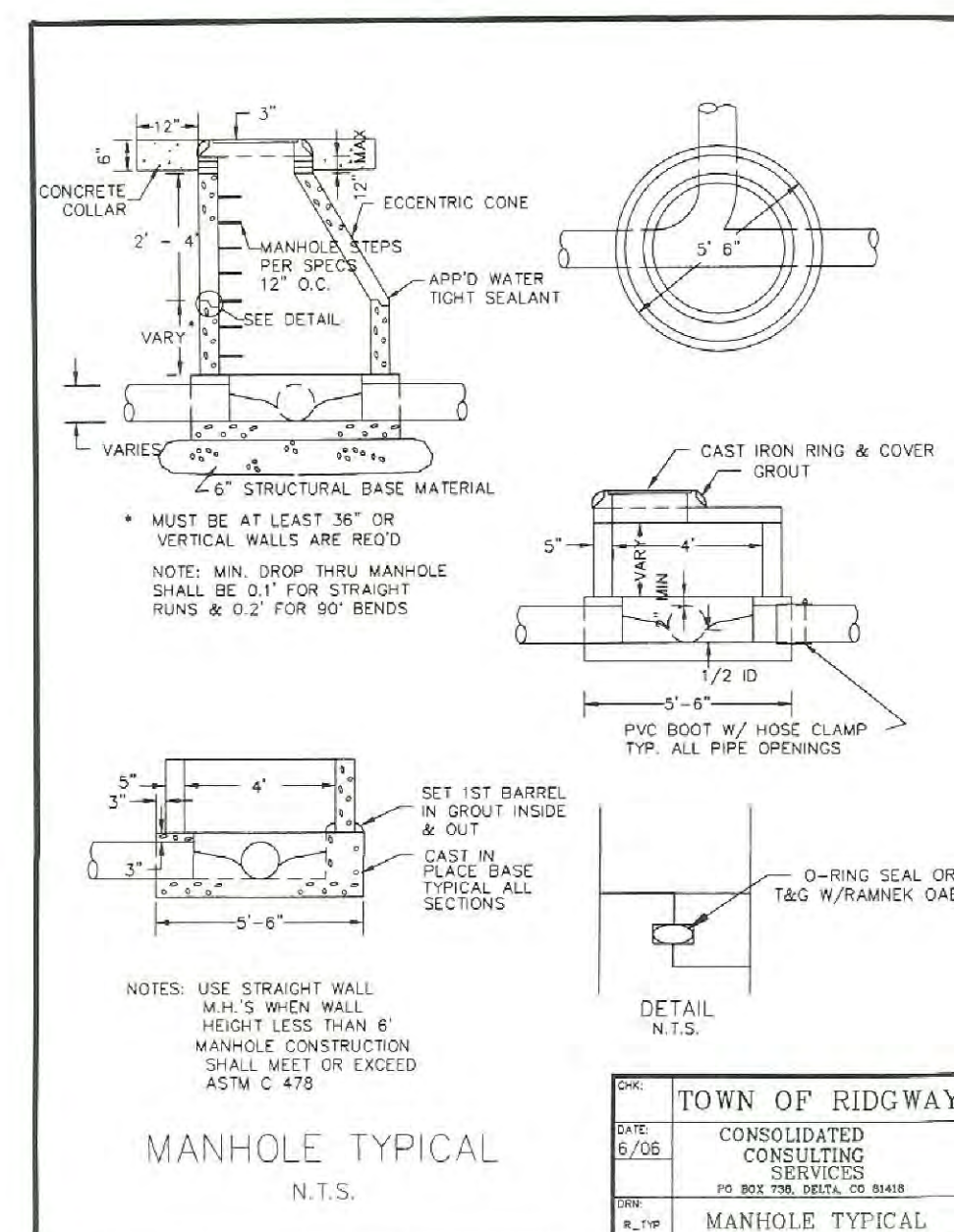
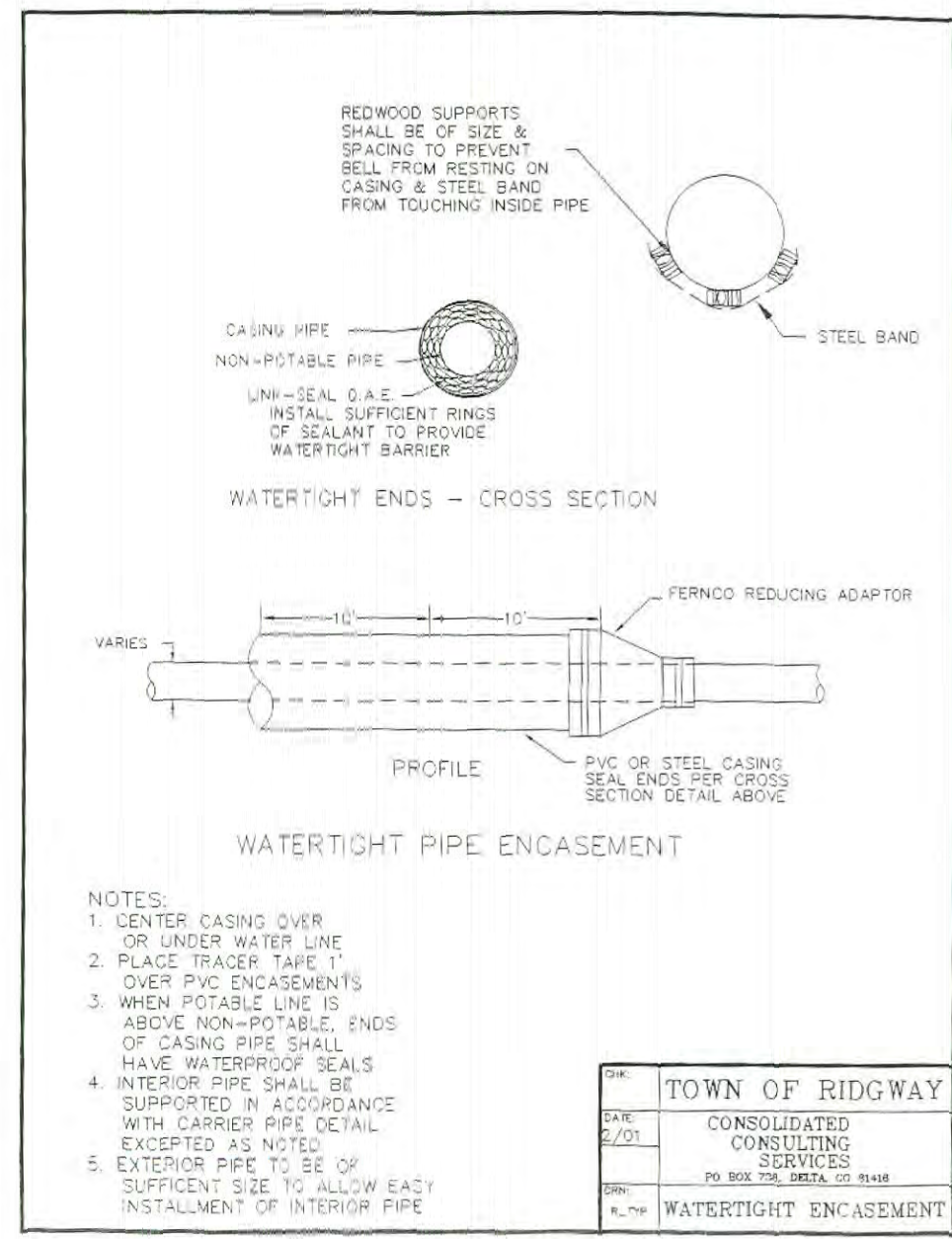
RIM	INVERT IN	INVERT OUT	BOP TO RIM (FT.)
6979.44	6972.13	6972.03	7.41



ASPHALT NOTE: TYPICAL FOR ALL UTILITY TRENCHING AT EXISTING ROADWAY, ASPHALT PATCHES ON REDCLIFF WILL REQUIRE T CAP PATCHING; CLASS 6 IS 6" WIDER IN EACH DIRECTION THAN THE TRENCH AND THE ASPHALT PATCH IS 6" WIDER THAN THE CLASS 6 IS. EXISTING ASPHALT SHOULD BE MILLED SO THAT ONE LIFT OF THE NEW ASPHALT OVERLAPS APPROX. 2 FEET ONTO OLD ASPHALT.



UTILITY PLAN
SCALE: 1"=20'-0"

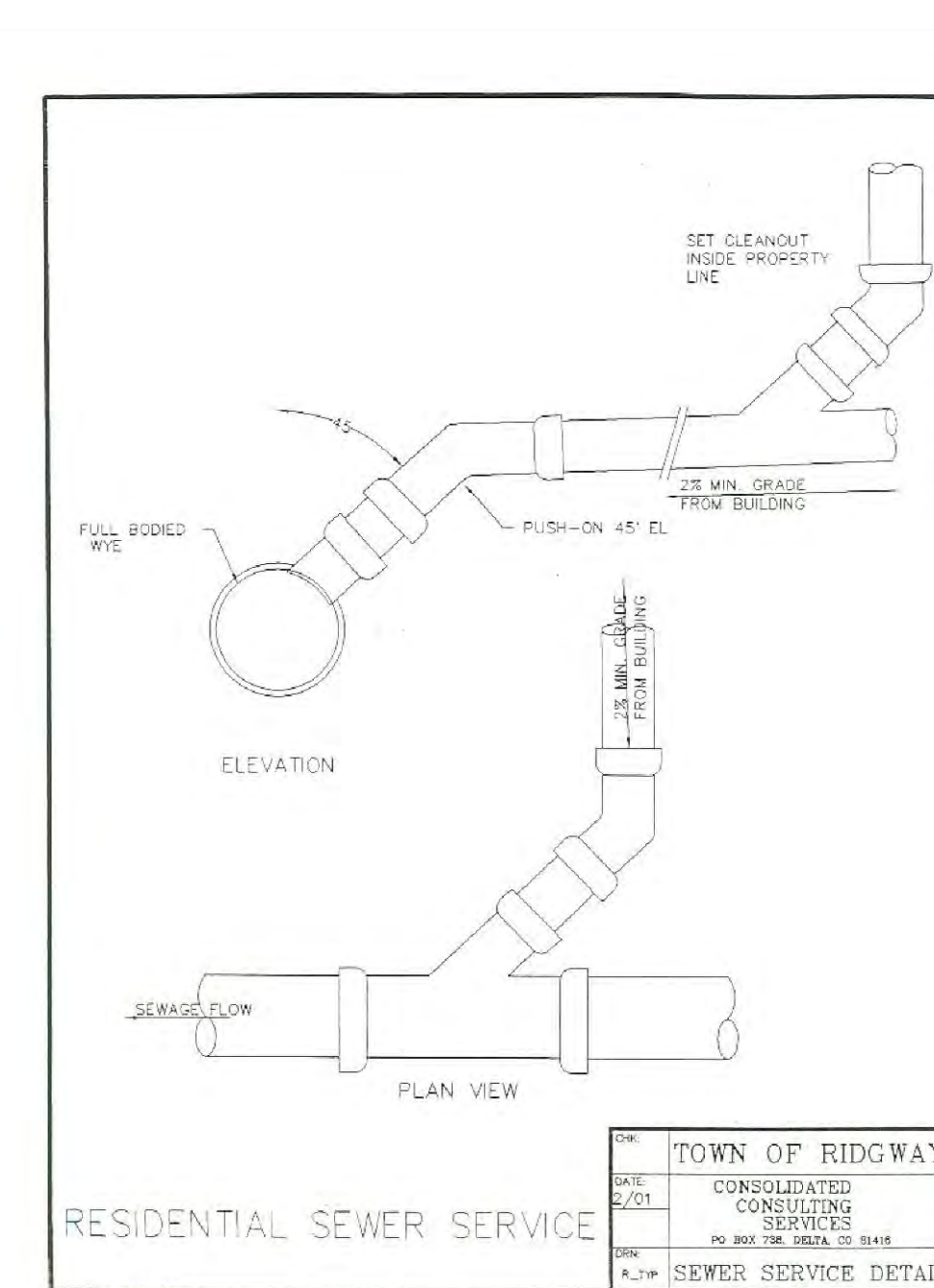
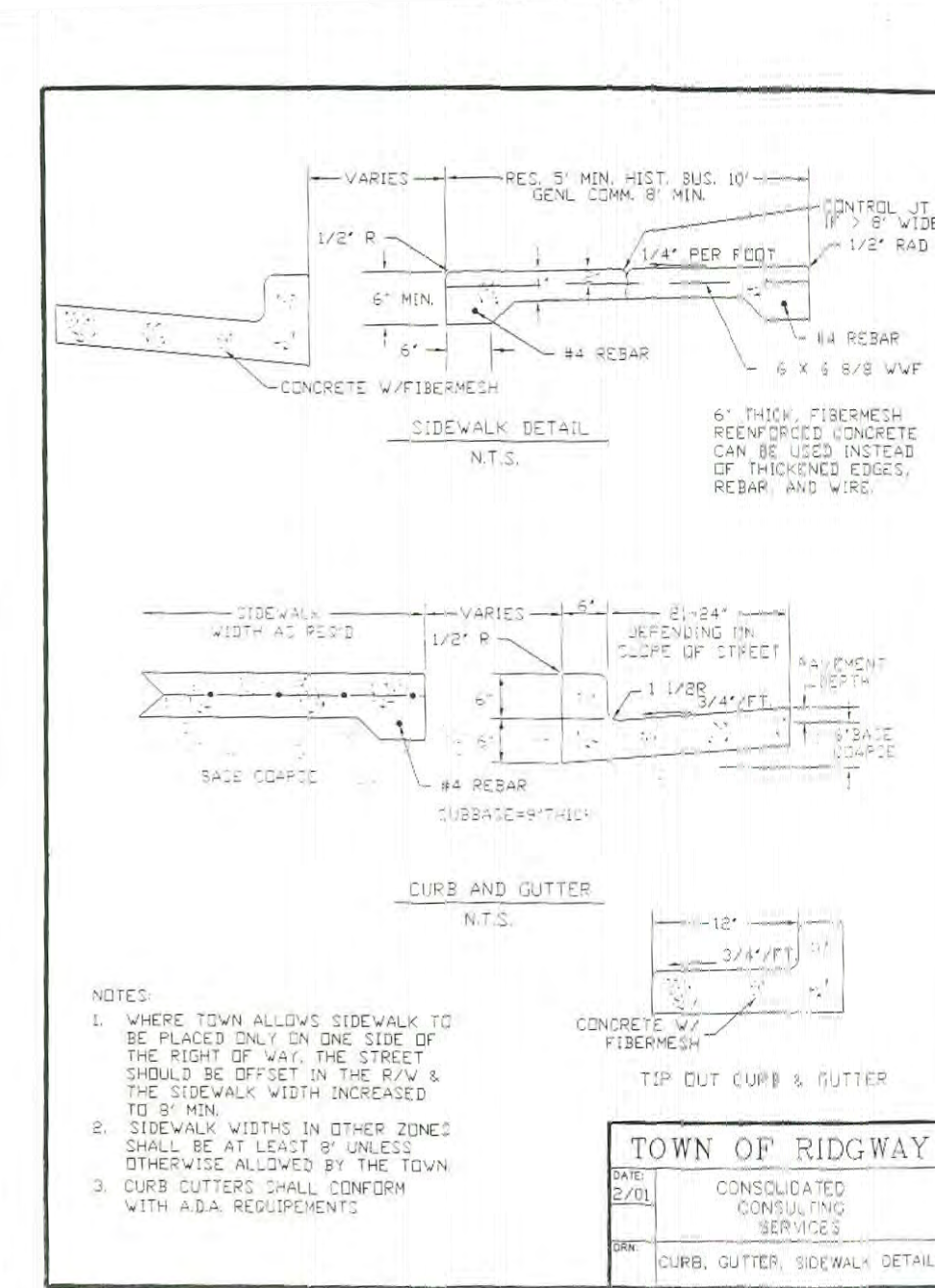
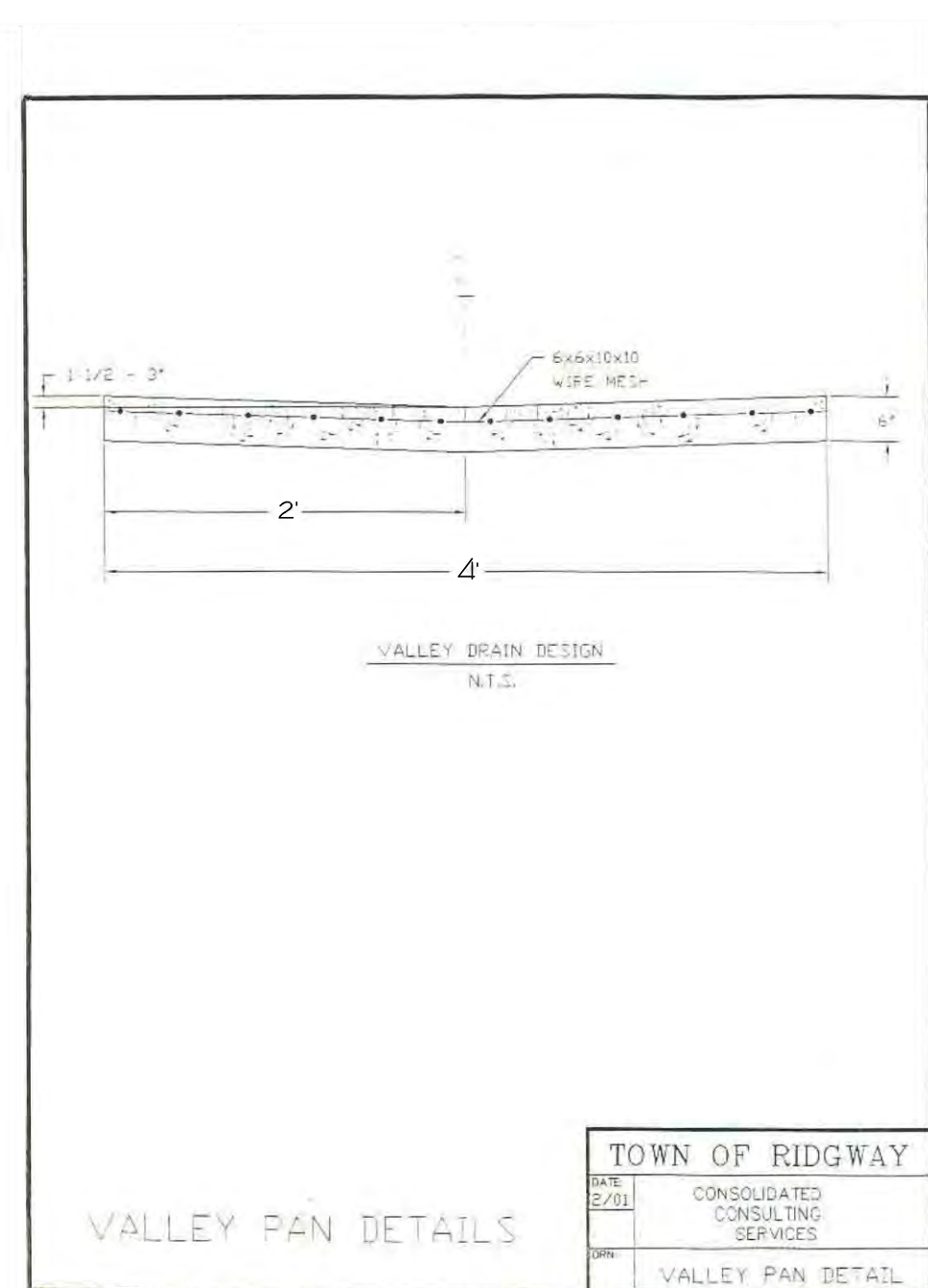
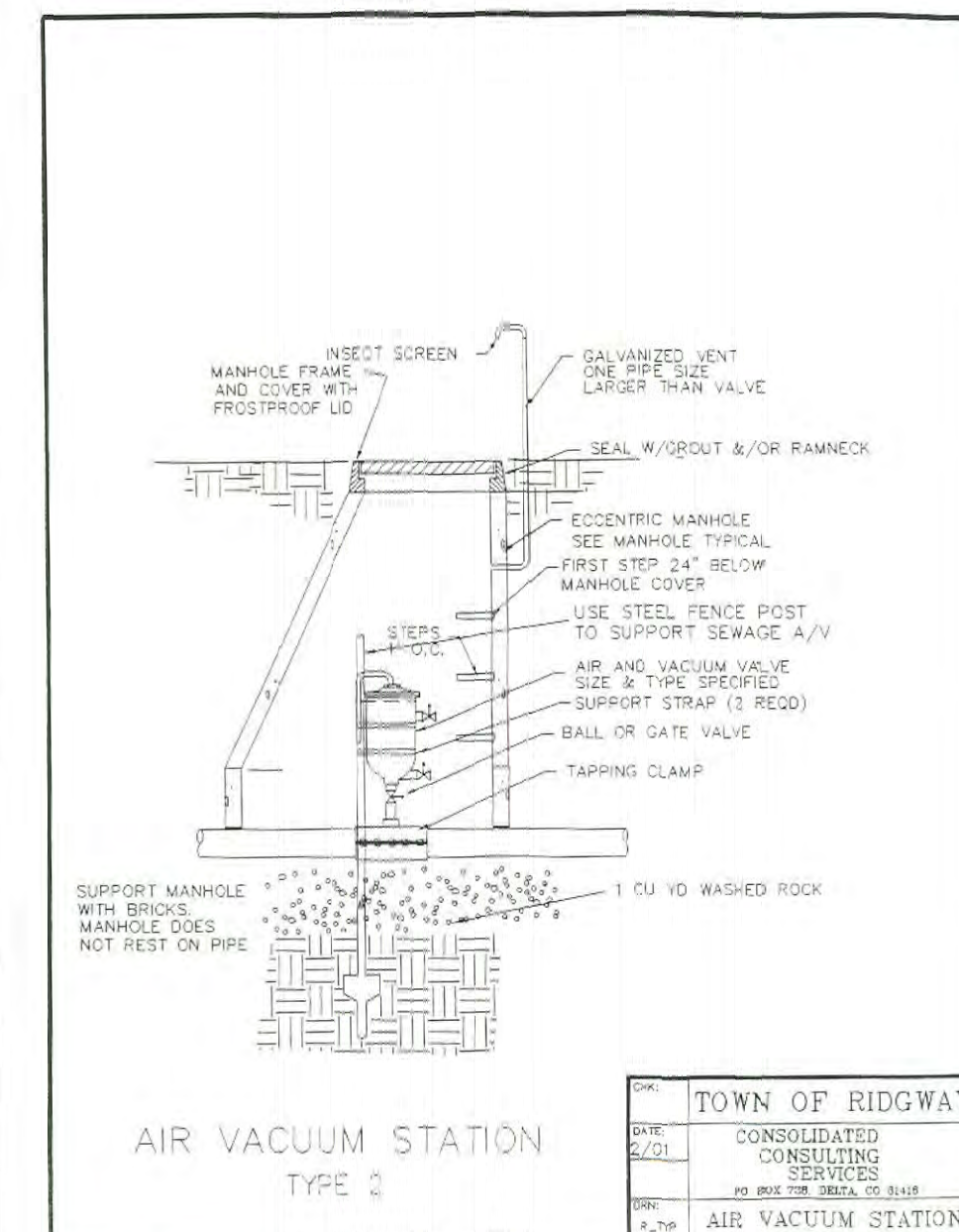
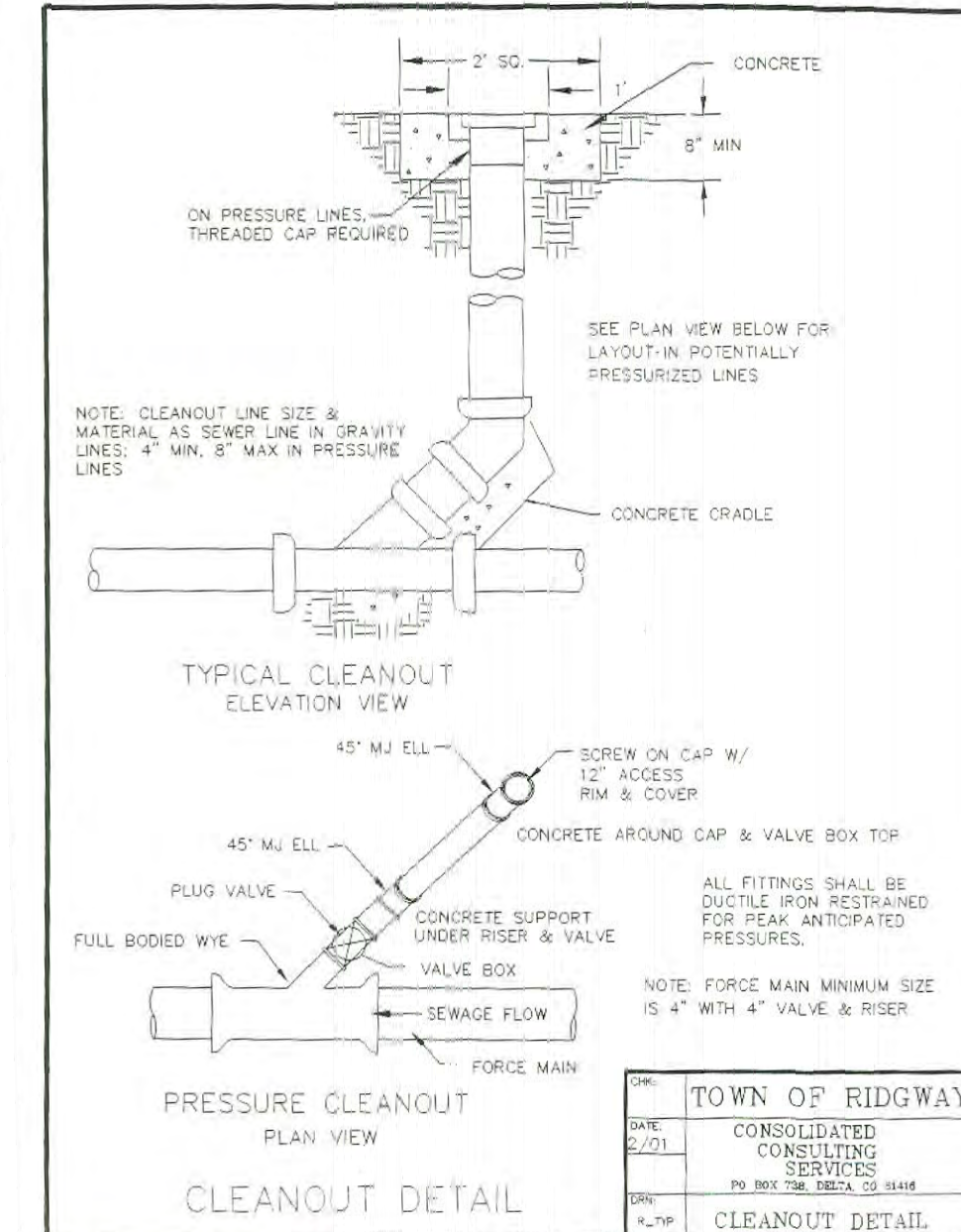
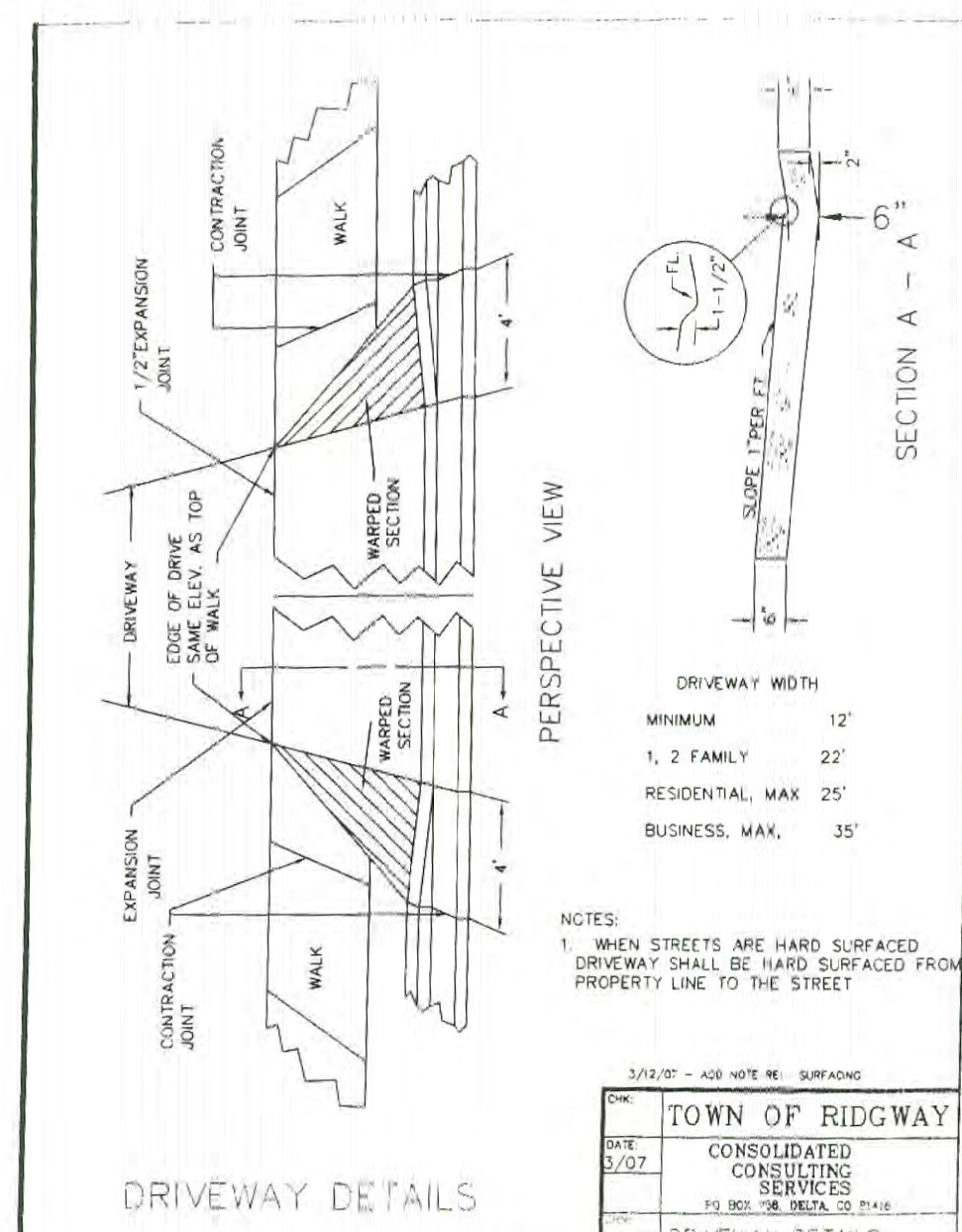


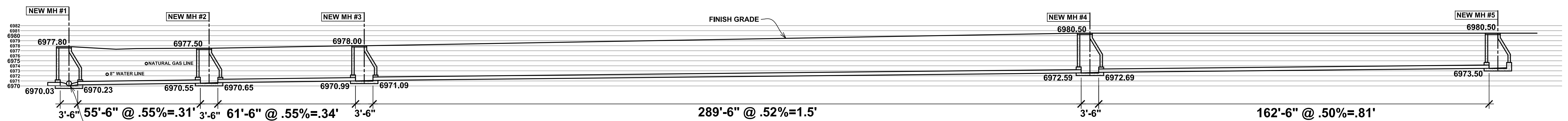
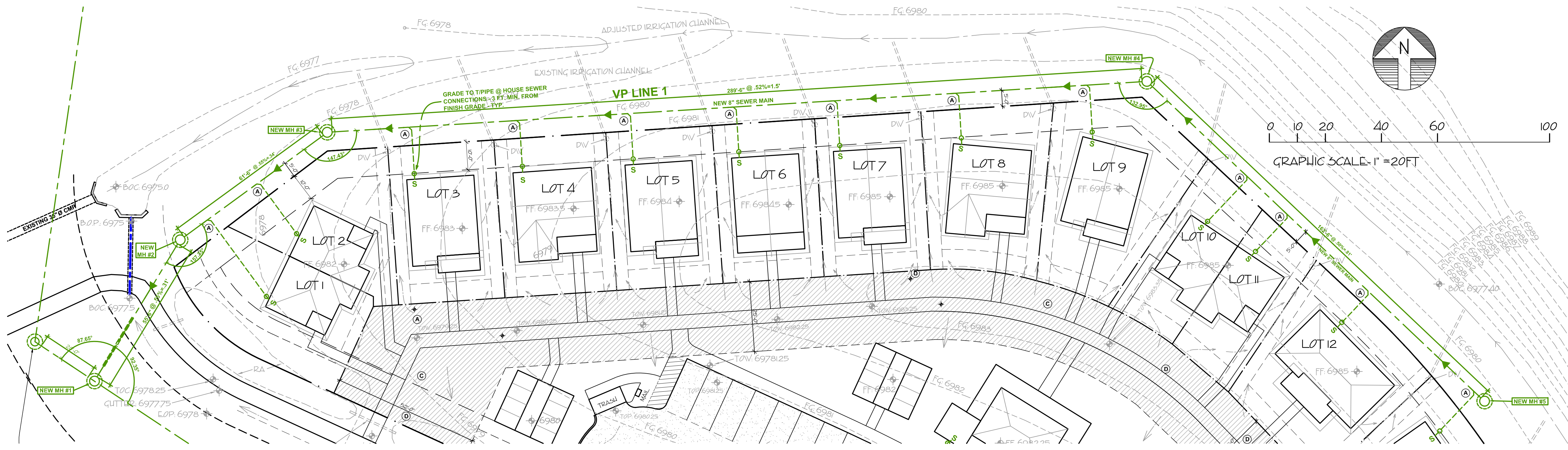
THRUST BLOCK DETAIL

PIPE SIZE	HEIGHTS - FT. WIDTH - FT.	REINFORCED CONCRETE		45° W/W		90° & PLUS		45° W/W	
		REINFORCED CONCRETE	45° W/W	REINFORCED CONCRETE	45° W/W	REINFORCED CONCRETE	45° W/W	REINFORCED CONCRETE	45° W/W
2"	H W	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
4"	H W	1.25	1.25	1.25	1.25	1.75	1.75	1.25	1.25
6"	H W	1.50	1.50	1.50	1.50	2.0	2.0	1.50	1.50
8"	H W	2.50	2.50	2.50	2.50	3.00	3.00	2.50	2.50
10"	H W	3.00	3.00	3.00	3.00	4.50	4.50	3.00	3.00
12"	H W	4.00	4.50	4.50	5.00	5.00	5.00	4.50	4.50
12"	H W	5.50	5.50	6.50	6.50	8.00	8.00	6.50	6.50

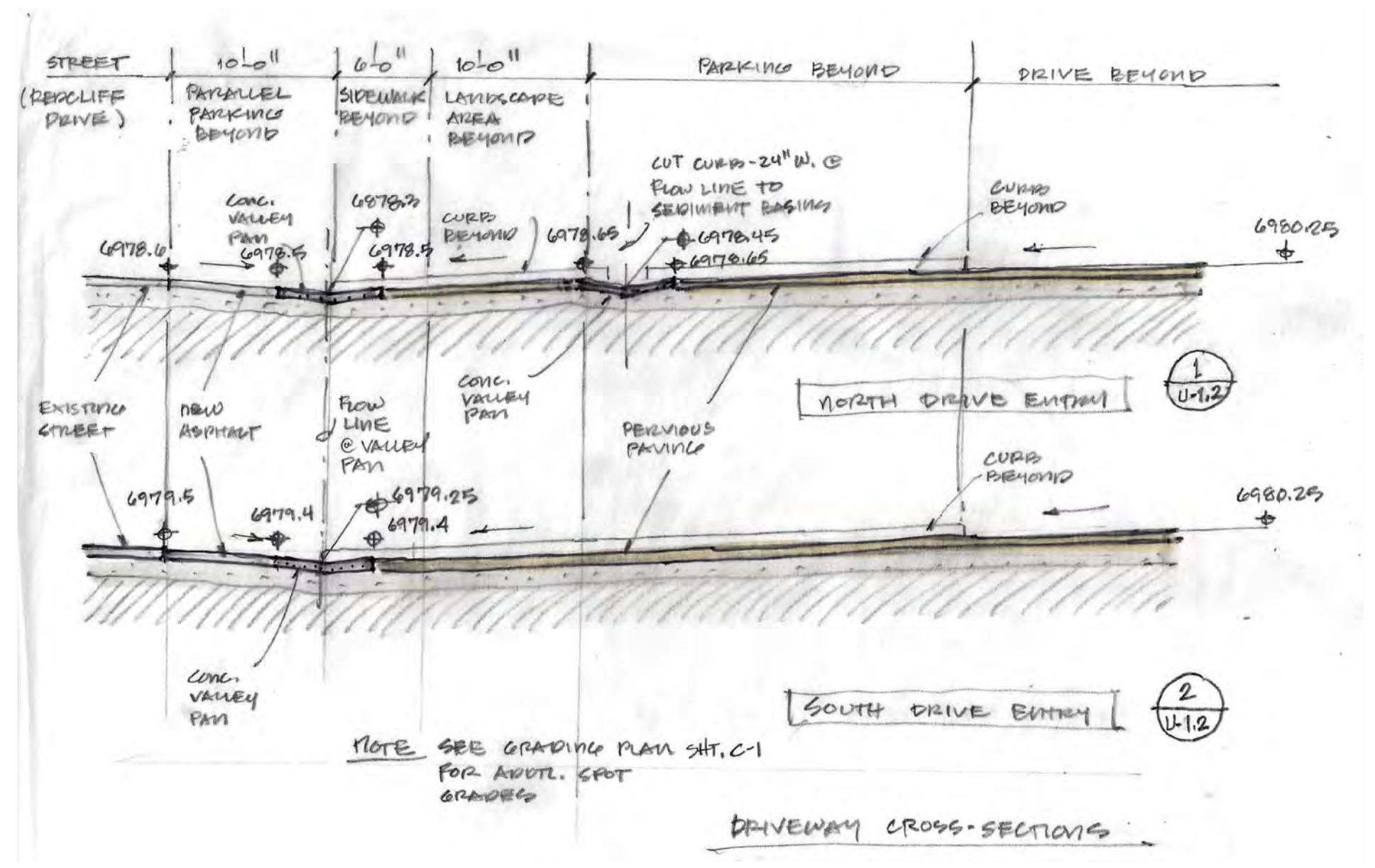
VALUES BASED ON 200 PSI PLUS 75 PSI WATER HAMMER AND 3000 POUNDS SOIL PRESSURE.

DATE	2/21	TOWN OF RIDGWAY
BY	2/21	CONSOLIDATED CONSULTING SERVICES
CHK	2/21	PG. 001 OF 001 SHEETS (25 SHEETS)
APP	2/21	THRUST BLOCK DETAIL





INTERCEPT RIDGWAY USA
 "PA" LINE - 20' SOUTH/EAST
 OF MH-P4 - 8" PVC 3034



REVISIONS
PRELIM PLAT: 7/13/18

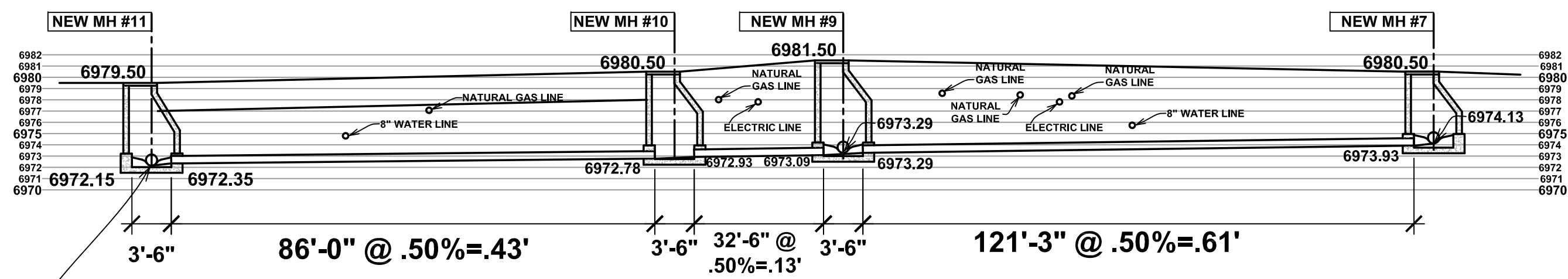
VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

SEWER VP LINE 1 PLAN & PROFILE

DOLG MACFARLANE
 ARCHITECT-LLC
 655 N. CORA SUITE 201, RIDGWAY, CO. (970) 626-3308

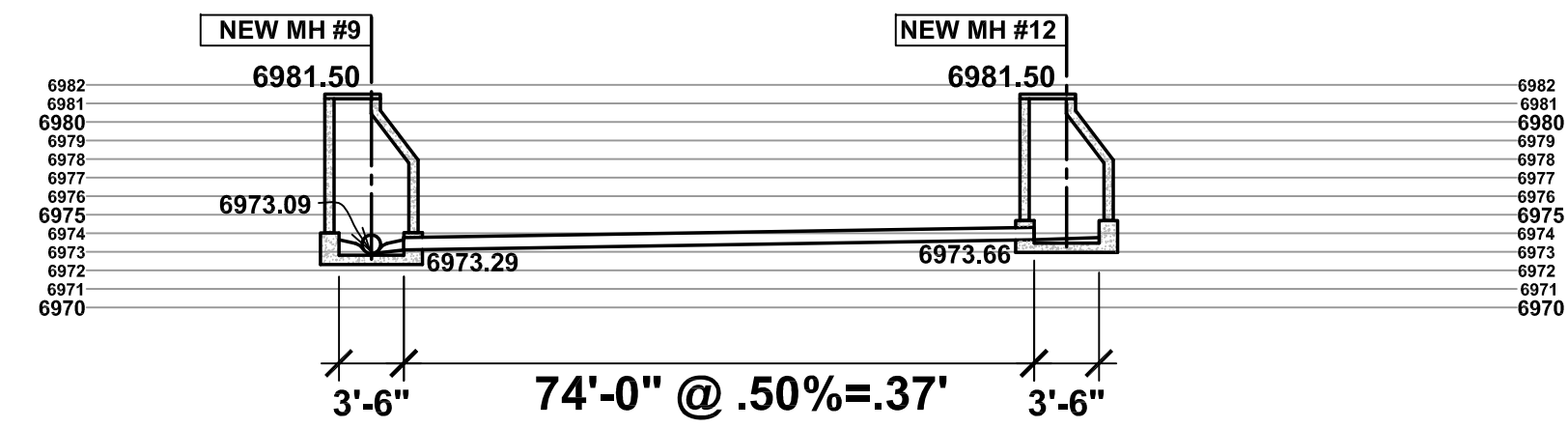
JOB: V.P.C.
DATE: 07/13/18
SCALE:
SHEET:

U-1.2

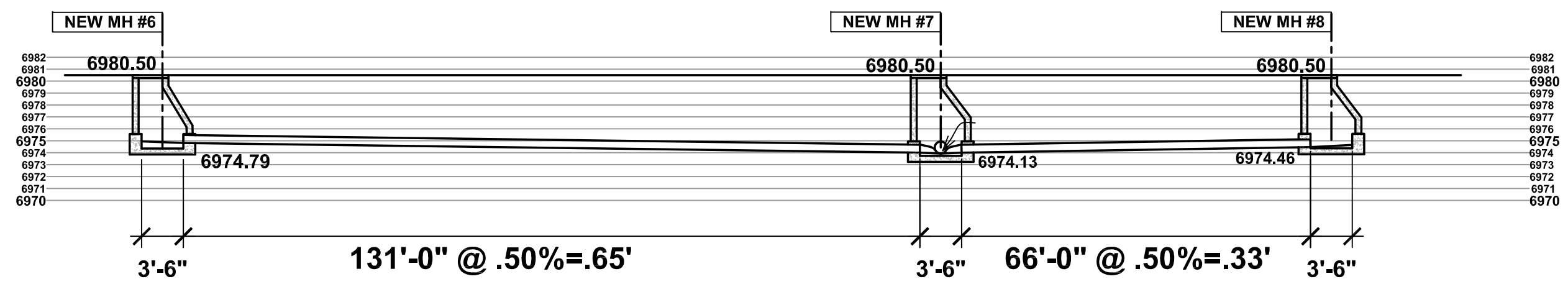


INTERCEPT RIDGWAY USA
"PA" LINE - 20' SOUTH/EAST
OF MH-P4 - 8" PVC 3034

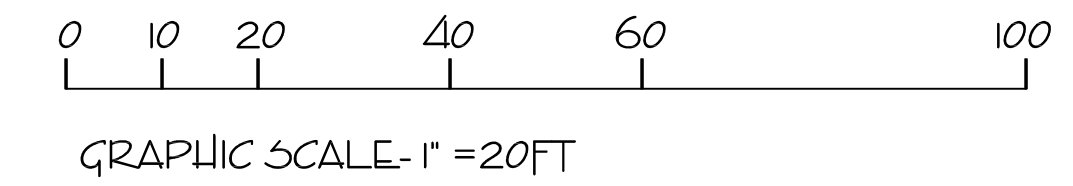
VP LINE 2 PROFILE



VP LINE 3 PROFILE



VP LINE 4 PROFILE



VP LINE 2,3,&4 PLAN SCALE: 1"=20'-0"

REVISIONS
PRELIM PLAT: 7/13/18

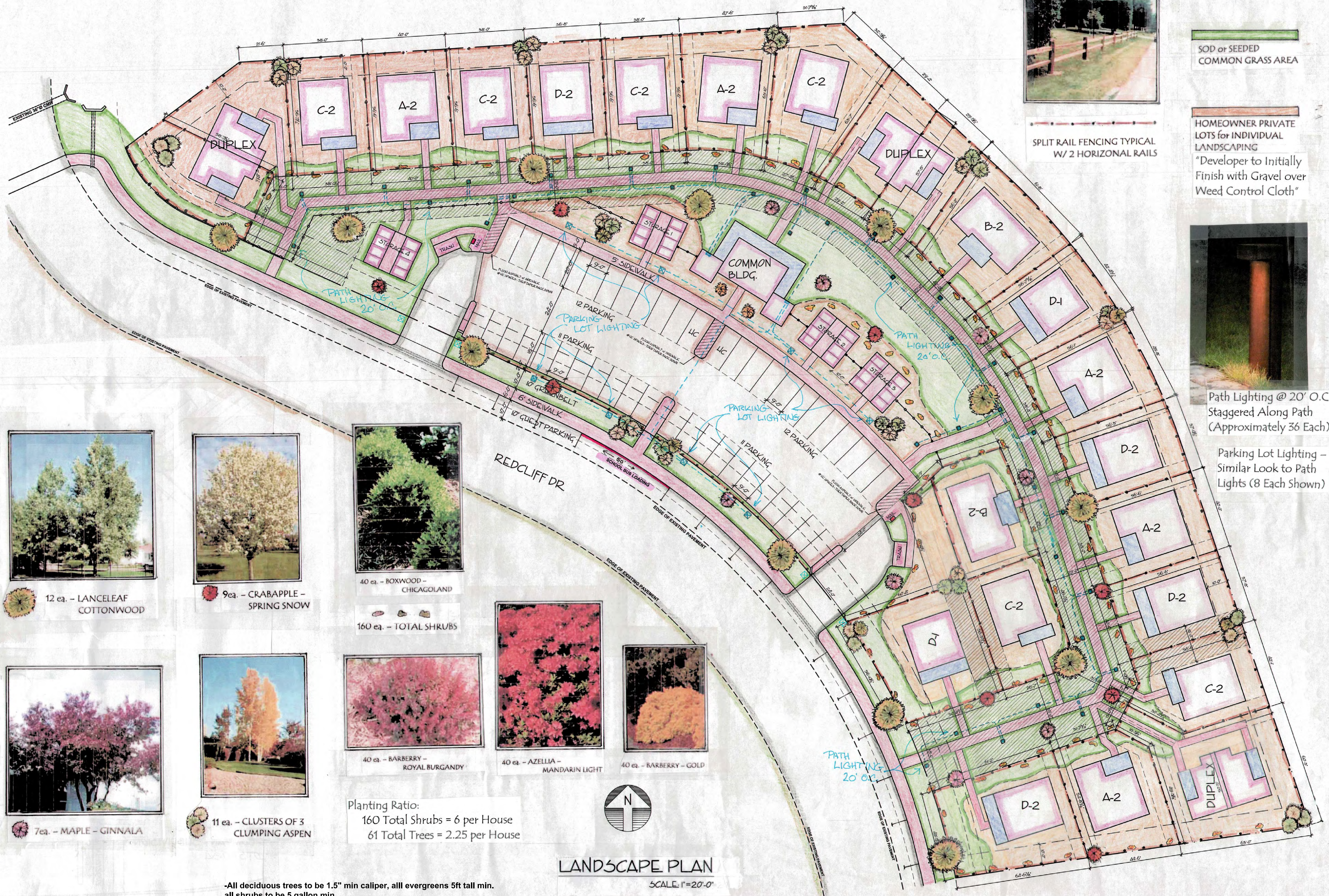
VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

SEWER VP LINE 2, 3, & 4 PLAN & PROFILE

DOLG MACFARLANE
ARCHITECT-LLC
653 N. CORA SUITE 201, RIDGWAY, CO. (970)-626-3308

JOB: V.P.C.
DATE: 07/13/18
SCALE:
SHEET:

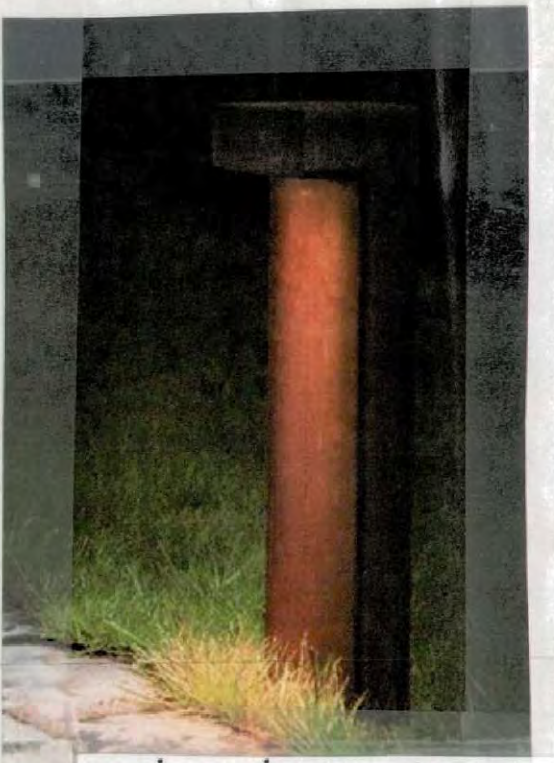
U-13



SPLIT RAIL FENCING TYPICAL
W/ 2 HORIZONTAL RAILS

SOD or SEEDED
COMMON GRASS AREA

HOMEOWNER PRIVATE
LOTS FOR INDIVIDUAL
LANDSCAPING
"Developer to Initially
Finish with Gravel over
Weed Control Cloth"



Path Lighting @ 20' O.C
Staggered Along Path
(Approximately 36 Each)

Parking Lot Lighting -
Similar Look to Path
Lights (8 Each Shown)



12 ea. - LANCELEAF
COTTONWOOD



9 ea. - CRABAPPLE -
SPRING SNOW



40 ea. - BOXWOOD -
CHICAGOLAND
160 ea. - TOTAL SHRUBS



7 ea. - MAPLE - GINNALA



11 ea. - CLUSTERS OF 3
CLUMPING ASPEN



40 ea. - BARBERRY -
ROYAL BURGANDY



40 ea. - AZELLIA -
MANDARIN LIGHT



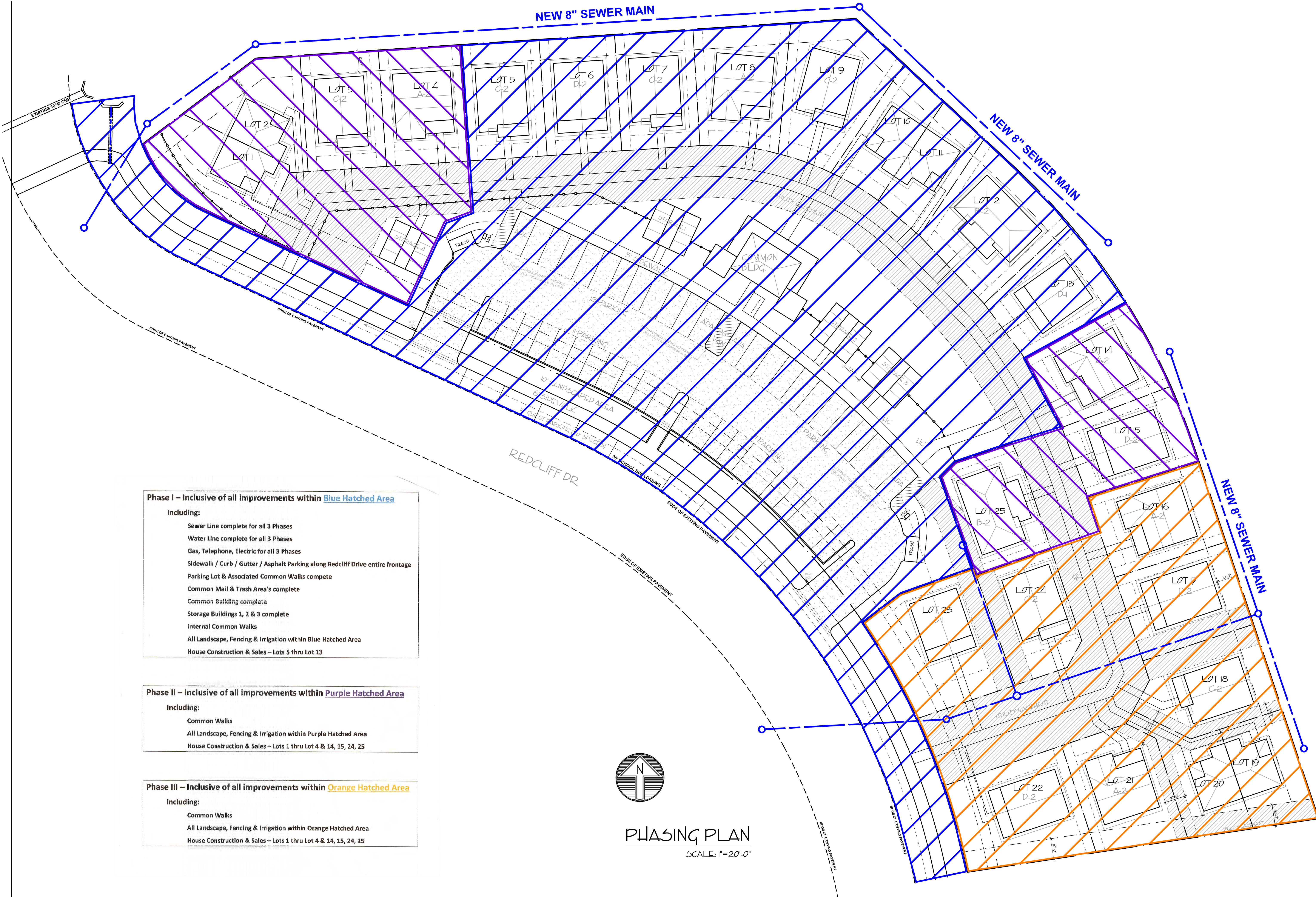
40 ea. - BARBERRY - GOLD

Planting Ratio:
160 Total Shrubs = 6 per House
61 Total Trees = 2.25 per House



LANDSCAPE PLAN
SCALE: 1"=20'-0"

-All deciduous trees to be 1.5" min caliper, all evergreens 5ft tall min.
all shrubs to be 5 gallon min
-Cottonwood trees to be seedless narrow leaf type



Phase I – Inclusive of all improvements within Blue Hatched Area

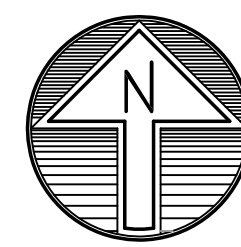
- Including:
- Sewer Line complete for all 3 Phases
 - Water Line complete for all 3 Phases
 - Gas, Telephone, Electric for all 3 Phases
 - Sidewalk / Curb / Gutter / Asphalt Parking along Redcliff Drive entire frontage
 - Parking Lot & Associated Common Walks compete
 - Common Mail & Trash Area's complete
 - Common Building complete
 - Storage Buildings 1, 2 & 3 complete
 - Internal Common Walks
 - All Landscape, Fencing & Irrigation within Blue Hatched Area
 - House Construction & Sales – Lots 5 thru Lot 13

Phase II – Inclusive of all improvements within Purple Hatched Area

- Including:
- Common Walks
 - All Landscape, Fencing & Irrigation within Purple Hatched Area
 - House Construction & Sales – Lots 1 thru Lot 4 & 14, 15, 24, 25

Phase III – Inclusive of all improvements within Orange Hatched Area

- Including:
- Common Walks
 - All Landscape, Fencing & Irrigation within Orange Hatched Area
 - House Construction & Sales – Lots 1 thru Lot 4 & 14, 15, 24, 25



PHASING PLAN

SCALE: 1"=20'-0"

REVISIONS
PRELIM PLAT: 7/13/18

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

PHASING PLAN

DOLG MACFARLANE
ARCHITECT-LLC
653 N. CORA SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C.
DATE: 07/13/18
SCALE:
SHEET:

PH-1

REC. 2/16/18



Colorado Secretary of State
Date and Time: 12/28/2017 10:45 AM
ID Number: 20171963995
Document number: 20171963995
Amount Paid: \$50.00

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Vista Park Development, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "L.L.C.", "Llc", or "Ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

349 N Cora St

(Street number and name)

Ridgway

(City)

CO

(State)

81432

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

PO Box 965

(Street number and name or Post Office Box information)

Ridgway

(City)

CO

(State)

81432

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Castle

(Last)

F Guthrie

(First)

Jr.

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

325 N Cora St

(Street number and name)

Ridgway

(City)

CO

(State)

81432

(ZIP Code)

Mailing address

(leave blank if same as street address)

PO Box 965

(Street number and name or Post Office Box information)

Ridgway CO 81432
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Castle F Guthrie Jr.
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address PO Box 965
(Street number and name or Post Office Box information)

Ridgway CO 81432
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

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

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are 01/01/2018
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Castle	F	Guthrie	Jr.
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
PO Box 965			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
Ridgway	CO	81432	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States			
<i>(Province – if applicable)</i>	<i>(Country)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

BY-LAWS

OF

VISTA PARK COMMONS HOA

Terms herein shall have the same meaning as defined in the Declarations. References in the Declarations to the “Association” mean the same as references to the “HOA” herein.

ARTICLE I
MEMBERSHIP AND VOTING RIGHTS

Section 1 *Owners-Members.* Membership in this HOA shall be as set forth in the Declaration of Covenants, Conditions, and Restrictions (hereinafter “**Declaration**”) for Vista Park Commons as recorded in the Records of the Clerk and Recorder of Ouray County, Colorado, and in the Articles of Organization.

Section 2 *New Members.* Whenever a Unit is transferred to a new owner, said new owner must provide all documentation to the Executive Board that is required in the Declaration, By-Laws, and Rules and Regulations, including the instrument of conveyance, all contact information, and the appointment of a Designated Member for voting purposes. Upon receipt of said documentation, and upon a determination by the Treasurer that all assessments on the transferred Unit are paid current, the new owner(s) will be enrolled as a voting member(s) of the HOA by the President.

Section 3 *Obligation to Keep the HOA Informed of Current Contact Information.* Every member of the HOA has an ongoing duty to keep the Executive Board of the HOA apprised of their current contact information, including their current:

- (a) mailing address;
- (b) address of physical residence;
- (c) telephone number - mobile and landline; and
- (d) e-mail address.

ARTICLE II
MEMBERSHIP MEETING

Section 1 *Right to Vote.* Members shall have such voting rights as provided in the

Declaration and in the Articles of Organization. No vote allocated to a Unit owned by the HOA may be cast.

Section 2 *Proxies.* Voting by proxy is hereby authorized, provided that all proxies shall be filed with the Secretary of the HOA at least 48 hours prior to the time of any meeting.

Section 3 *Quorum.* One-third (1/3) of the Designated Members entitled to vote, if present, in person or by proxy, at the beginning of the meeting, shall constitute a quorum for the transaction of any business of the HOA, including the election of members of the Executive Board.

Section 4 *Adoption of Resolution.* It shall require a vote of not less than the majority of the Designated Members present at a meeting in person or by proxy to adopt a resolution presented for adoption at a membership meeting.

Section 5 *Annual Meeting.* The annual meetings of the members of the HOA shall be held on the first Saturday of October commencing with the year 2018, or on such other date and at such time and place as may be fixed by the Executive Board.

Section 6 *Special Meetings.* Special meetings of members of the HOA may be called by the President, or by resolution of the Executive Board, or upon a petition signed by not less than twenty percent (20%) of the Designated Members entitled to vote, the same having been presented to the Secretary. A notice of any special meeting shall state the time and place of the meeting and the purpose thereof. No business shall be transacted at any special meeting except as stated in such notice.

Section 7 *Place of Meeting.* Meetings, both regular and special, of the membership shall be held at the Common Element meeting room of the HOA or such other suitable place within Ouray County, Colorado, as may be designated by the Executive Board.

Section 8 *Notice of Meeting.* Notice of the annual meeting of members of the HOA, setting forth the place, date, and time of such meeting, shall be mailed and e-mailed to members entitled to vote at least fifteen (15) days prior to the date fixed for such meeting. The notice of the annual meeting shall include a summary of the proposed annual budget and annual assessment. Notices of special meetings shall be mailed and e-mailed to members entitled to vote at least seven (7) days prior to such meeting and shall state the purpose of the meeting. All such notices shall be sent to said members addressed to the last known address shown on the records of the HOA. Notice of any meeting as required above shall also be provided to any holder of a first mortgage on a Unit if the HOA has received a written request for such from such first mortgagee.

Section 9 *Adjourned Meetings.* If any meeting of the members cannot be conducted for lack of a quorum, either in person or by proxy, the President may adjourn the meeting to a later date not more than ten (10) days from the time of the original meeting. Notice of the adjournment and rescheduled meeting shall be e-mailed or texted to the members entitled to vote at least forty-eight

(48) hours prior to the rescheduled time and date of the meeting.

Section 10 *Order of Business.* The order of business at the annual meeting of members shall be as follows:

- (a) Roll call of members present and entitled to vote;
- (b) Inspection and verification of proxies;
- (c) Reading of minutes of the preceding annual meeting;
- (d) Report of officers;
- (e) President's report;
- (f) Committee reports;
- (g) Member comments;
- (h) Election of members of the Executive Board;
- (i) Unfinished business;
- (j) Vote on annual budget and assessments;
- (k) New business.

ARTICLE III **Executive Board**

Section 1 *Number and Qualifications.* The affairs and business of the HOA shall be conducted by an Executive Board. The Executive Board, subject to the provisions of §10.1 of the Declaration, shall consist five (5) members elected at the annual meeting by members of the HOA. Members of the Executive Board shall serve until their successors are duly elected and qualified.

Section 2 *Election and Term of Office.* At annual meetings of the membership of the HOA, the terms of office of the Executive Board members may be fixed for such period of time as the membership may determine, and such terms may be staggered; that is, various members may be elected for terms of different lengths so that there will be a carryover of old Executive Board members after each annual meeting, provided that nothing herein shall prevent the election of an Executive Board member whose term has expired to a new term. Votes for contested positions on the Executive Board shall be taken by secret ballot.

Section 3 *Vacancies.* Vacancies in the membership of the Executive Board caused for any reason other than the removal of an Executive Board member by a vote of the membership as herein permitted shall be filled by a vote of a majority of the remaining Executive Board members. Such a vote shall be valid even though the remaining Executive Board members do not constitute a quorum. Each person so elected shall be an Executive Board member until their successor is elected at the next annual meeting of the membership.

Section 4 *Removal of Executive Board Members.* Subject to the provisions of §10.1 of the Declaration, at any regular or special meeting duly called, an Executive Board member may be removed from office, with or without cause, by a vote of sixty-seven percent (67%) of the members entitled to vote at the meeting in person or by proxy. A successor may then and there be elected to fill the vacancy. The term of office of any Executive Board member shall be deemed expired and that office declared vacant when such Executive Board member ceases to be a member of the HOA by reason of the transfer of that Executive Board member's Unit.

Section 5 *Compensation.* Executive Board members shall not be paid any compensation for their services performed as Executive Board members. Executive Board members may be reimbursed for actual expenses incurred in connection with their duty as Executive Board members.

Section 6 *Organizational Meeting.* Within a period of thirty (30) days following the annual election of newly-elected Executive Board, an organizational meeting of the Executive Board members shall be held at a time and place fixed by the Executive Board members, at which meeting the HOA officers will be elected as provided in Article IV, members of the Architectural Review Committee will be appointed, and the continued employment of any Managers will be reviewed. Said meeting shall be held at the Common Element meeting room of the HOA or such other suitable place within Ouray County, Colorado, and shall be open to members of the HOA.

Section 7 *Regular Meetings.* Regular meetings of the Executive Board shall be held at such time and place as shall be determined from time to time by the President of the HOA or by a majority of the Executive Board. Notice of regular meetings of the Executive Board setting forth the place, date, and time of such meeting shall be given to each Executive Board member personally or by mail or e-mail at least seven (7) days prior to such meeting. Said meeting shall be held at the Common Element meeting room of the HOA or such other suitable place within Ouray County, Colorado.

Section 8 *Special Meetings.* Special meetings of the Executive Board may be called by the President or Manager on twenty-four (24) hours notice to each Executive Board member given personally or by email or by text, which notice shall state the place, date, and time of the meeting and the purpose thereof. Said meeting shall be held at the Common Element meeting room of the HOA or such other suitable place within Ouray County, Colorado.

Section 9 *Open/Closed Meetings.* All meetings of the Executive Board (except

closed meetings as allowed by CRS §38-33.3-308(3-4)) shall be open to HOA members, and meeting agendas shall be made reasonably available for examination.

Section 10 *Waiver of Notice.* Before or at any meeting of the Executive Board, any Executive Board member may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the receipt of such notice. Attendance by an Executive Board member at the beginning of any meeting of the Executive Board shall be a waiver of notice by him of the time and place thereof. If all the Executive Board members are present during the entirety of a meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting. Presence may be by telephonic or internet communication in such a manner as all Executive Board members present may hear and speak with each other.

Section 11 *Quorum.* If present, in person or by proxy, at the beginning of a meeting, a majority of the Executive Board then in office shall constitute a quorum for transaction of any business of the HOA. Where such quorum exists, the act of a majority of the Executive Board members present shall be a valid and binding act of the Executive Board. If at any meeting of the Executive Board there is less than a quorum present, the majority of those present may adjourn the meeting to a later date. If a quorum is present at the next meeting after the adjournment, any business that might have been transacted at the adjourned meeting may be transacted without further notice.

Section 12 *Duties and Powers.* The Executive Board shall carry out the duties and manage the affairs of the HOA pursuant to and in accordance with the Declaration and the Articles of Organization. Whenever written consent from the HOA is required by the Declaration, the power to provide such is vested in the Executive Board. The Executive Board shall be responsible for enacting and updating the Rules and Regulations of the HOA. The Executive Board shall prepare the proposed annual budget and assessment in accordance with the Declaration. The Executive Board shall direct and empower the President on how to vote at meetings of the Master Association.

Section 13 *Surplus Funds.* No more than once in a twelve (12) month period, the Executive Board may determine by a 4/5's vote that the HOA has surplus funds of a specific amount and may thereby resolve to distribute the same to the members according to CRS §38-33.3-314.

Section 14 *Indemnification.* The members of the Executive Board shall not be liable to the members of the HOA for any mistake of judgment, simple negligence, or other act, except in the event of willful misconduct or reckless disregard or malfeasance. The HOA shall indemnify and hold harmless each of the members of the Executive Board against all liability to others arising out of contracts made by the Executive Board on behalf of the HOA and its members, and in connection with any acts performed pursuant to the Declaration, unless such Executive Board members are adjudged guilty of willful misconduct or reckless disregard or malfeasance in the performance of their duties as Executive Board members.

ARTICLE IV

OFFICERS

Section 1 *Designation.* The principal officers of the HOA shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Executive Board and who may also be members of the Executive Board. The offices of the HOA may be combined, except that the President and Vice President shall not be the same person. Other officers or agents may be appointed or elected by the Executive Board from time to time, including a Manager of the HOA.

Section 2 *Election of Officers.* The officers shall be elected annually by the Executive Board at the organization meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board. Any member of the Executive Board who shall stand for election as an officer shall not be allowed to vote on their own election.

Section 3 *Removal of Officer.* Upon the affirmative vote of a majority of the members of the Executive Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for such purpose. If the officer in question is also a member of the Executive Board, said member shall not be allowed to vote on the removal question.

Section 4 *President.* The President shall be the chief executive officer of the HOA. The President shall preside at all meetings of the HOA and of the Executive Board. The President shall have all the general powers and duties which are usually vested in the office of the President, including, but not limited to, the power to appoint committees from among the owners from time-to-time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the HOA. The President shall have the power to implement and enforce the Rules and Regulations of the HOA. The President is authorized to sign and certify that any duly approved amendments to the Declaration have been duly approved. The President is designated as the HOA's representative at meetings of the Master HOA. The President shall consult with the Executive Board on how to vote at meetings of the Master HOA. If the President is also a member of the Executive Board, he may vote as an Executive Board members on matters other than his election or removal as President. Notwithstanding anything else in the section, the President shall take and follow the direction of the Executive Board whenever given.

Section 5 *Vice President.* The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time-to-time be imposed upon him by the Executive Board. If the Vice President is also a member of the Executive Board, he may vote as an Executive Board member on matters other than his election or removal as Vice President.

Section 6 *Secretary.* The Secretary shall have the responsibility for keeping the minutes of the meetings of the Executive Board and the HOA and such correspondence as shall be necessary and such other duties as shall from time-to-time be imposed on him by the Executive

Board. If the Secretary is also a member of the Executive Board, he may vote as an Executive Board member on matters other than his election or removal as Secretary.

Section 7 *Treasurer.* The Treasurer shall have the responsibility for HOA funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements of the HOA and deposit its funds in such depositories as may from time-to-time be designated by the Executive Board. All disbursements in excess of \$500 must be approved in writing by the Treasurer and the President (or the Manager if so delegated by the President). If the Treasurer is also a member of the Executive Board, he may vote as an Executive Board member on matters other than his election or removal as Treasurer.

Section 8 *Manager.* The Executive Board may select a Manager or Managers for the HOA and delegate to them responsibility for the physical maintenance of the Common Elements and/or the fiscal affairs of the HOA. Said Manager or Managers may be paid at a fair rate of compensation as determined by the Executive Board. If the Manager is also a member of the Executive Board, he may vote as an Executive Board member on matters other than his appointment or removal as Manager.

Section 9 *Compensation.* Officers of the HOA, other than a duly appointed Manager, shall not be paid any compensation for their services performed as such Officers. Officers may be reimbursed for actual expenses incurred in connection with their duty as Officers.

Section 10 *Indemnification.* Officers of the HOA, except for any Manager, shall be indemnified for any act they may perform upon behalf of the HOA, in the same manner as herein provided for indemnification of members of the Executive Board, to the fullest extent of the law.

ARTICLE V **RULES AND REGULATIONS**

The Executive Board may from time-to-time promulgate Rules and Regulations consistent with and in furtherance of the Declaration, the Articles, and the By-Laws, and shall have the power to enforce such consistent with the Declaration.

ARTICLE VI **AMENDMENT**

These By-Laws may be amended or supplemented by a majority vote of the Executive Board at any regular meeting or at any special meeting called for such purpose. The notice of any meeting wherein an amendment or supplement to the By-Laws will be considered shall specify the proposed amendment or supplement via a red-lined document which allows the viewer to see the By-Laws both as presently constituted and as amended or supplemented. No By-Laws shall be amended or

supplemented which shall be in conflict with the statutes of the State of Colorado, or the terms of the Declaration.

ARTICLE VII
AMENDMENT TO ARTICLES OF ORGANIZATION

If the Executive Board deems it necessary to amend the Articles of Organization for other than clerical purposes, *e.g.*, change of mailing address, change of agent for process, etc, then it shall adopt a resolution setting forth the proposed substantive amendment, and directing that it be submitted to a vote at a meeting of the members entitled to vote thereon, which may be either an annual or special meeting. The question of whether to adopt an amendment shall also be submitted whenever at least two-fifth's (2/5) of the member units entitled to vote so request. Written notice setting forth the proposed amendment via a red-lined document allowing the viewer to see the Articles both as presently constituted and as amended shall be given to each member entitle to vote within the time and in the manner established for the giving of notice of meetings of members. The proposed amendment shall be adopted by an affirmative vote of sixty-seven percent (67%) of the members entitled to vote at the meeting in person or by proxy.

The foregoing By-Laws were adopted by the Vista Park Commons HOA Executive Board at a duly called and noticed meeting held the _____, of _____, 2018.

President

ATTEST:

Secretary

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

for

Vista Park Commons

A Planned Common Interest Community

by

Vista Park Development, LLC

April ____, 2018

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**DECLARATION OF
VISTA PARK COMMONS
A PLANNED COMMON INTEREST COMMUNITY**

THIS DECLARATION OF VISTA PARK COMMONS, A PLANNED COMMON INTEREST COMMUNITY (the “**Declaration**”) is made effective this _____ day of _____, 2017, (the “**Effective Date**”) by Vista Park Development, LLC, a Colorado limited liability company (the “**Declarant**”).

RECITALS

- A. Declarant is owner of certain real property in the Town of Ridgway, County of Ouray, State of Colorado, described as the Property (as defined below).
- B. The Property is subject to the Master Association Documents (as defined below), as such documents may be supplemented and/or amended from time-to-time, and the covenants, restrictions, terms and other provisions contained therein.
- C. Declarant desires to subject and submit the Property to additional covenants, conditions and restrictions and, thereby, to create a planned common interest community as the Project (as defined below), all pursuant to the Act (as defined below).
- D. The Association (as defined below) shall be charged with the management and maintenance of the Project, which Association shall be governed by an Executive Board (as defined below).
- E. The purpose of this Declaration and the corresponding mandate and duty of the Association are to preserve and maintain the value of the Project and the Units (as defined below).

**ARTICLE 1
DECLARATION AND SUBMISSION**

Section 1.1 *Declaration:* Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following terms, conditions, covenants, easements, restrictions, uses, reservations, limitations and obligations which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in or to all of any part of the Property. Additionally, Declarant hereby submits and subjects the Property to the provisions of the Act.

ARTICLE 2 DEFINITIONS

The following words when used in the Declaration or any Supplemental Declaration shall have the following meanings. Each capitalized term not otherwise defined in the Declaration or on the Plat shall have the same meaning specified or used in the Act.

Section 2.1 “Act” means the Colorado Common Interest Ownership Act, as set forth in Colorado Revised Statutes §§38-33.3-101 *et. seq.*

Section 2.2 “Allocated Interest(s)” means the percentage membership in the Association, the percentage of Common Expense Liability, and the percentage of votes in the Association as allocated to each Unit. Each Unit shall have a 1/25th (4%) Allocated Interest.

Section 2.3 “Annual Assessments” means all assessments levied upon the Units according to the Allocated Interests based on the Board’s annual budget for usual Common Expenses and Reserves for the purposes of operating the Project.

Section 2.4 “Articles” means the Articles of Incorporation for the Association, currently on file with the Colorado Secretary of State, and any amendments that may be made to those Articles from time-to-time.

Section 2.5 “Association” means the Vista Park Commons HOA, and its successors and assigns of which all Unit Owners shall be the sole Members, and which Association shall be incorporated pursuant to the Colorado Revised Nonprofit Corporation Act, CRS §§7-121 through 137, and charged with the management and maintenance of the Project.

Section 2.6 “Association Documents” means this Declaration, the Articles, the Bylaws, minutes, the Plat, and Rules and Regulations or other procedures, rules, regulations or policies adopted under such documents by the Association, all as in effect from time-to-time.

Section 2.7 “Board” means the Board of Directors of the Association or their duly-appointed representatives in accordance with the Bylaws, and the Rules and Regulations of the Association.

Section 2.8 “Bylaws” means the Bylaws adopted by the Association, as they may be amended from time-to-time.

Section 2.9 “Common Elements” means and refers to all portions of the Project except the Units, including the General Common Elements and the Limited Common Elements.

2.9.1 “General Common Elements” means and includes all of the Project except (i) portions of the Project contained entirely within a Unit; and (ii) portions of the Project

which are designated as Limited Common Elements.

2.9.2 “Limited Common Elements” means those Common Elements designated and reserved for the exclusive use by Owners of particular Units. Assignment of specific Limited Common Elements to specific Units will be made from time-to-time by the Association pursuant to the Bylaws.

Section 2.10 “Common Expense Liability” means the liability for Common Expenses allocated to each Unit pursuant to §38-33.3-207 of the Act and the Bylaws.

Section 2.11 “Common Expenses” means (i) all expenses expressly declared by the Association Documents to be expenses common to the Units; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Elements; (iii) insurance premiums for the insurance carried under **Article VIII**; (iv) assessments from the Master Association, and (v) all expenses lawfully determined and approved to be Common Expenses by the Board, including legal expenses, consistent with the Association Documents and/or the Master Declaration.

Section 2.12 “Curative Assessments” means all assessments levied upon any of the Units for maintenance, repair, improvements, replacement or reconstruction of a Unit in accordance with Sections ____ and/or ____ of the Declaration.

Section 2.13 “Curative Expenses” means all expenses incurred by the Association pursuant to Section _____, for the proper maintenance, repair, restoration or reconstruction of a Unit, and including costs of collection, court costs, and attorney’s fees.

Section 2.14 “Declarant” means Vista Park Development, LLC, or its successors or assigns, if any such successor or assign acquires any undeveloped portion of the Project from the Declarant for the purpose of development and is designated as such by the Declarant.

Section 2.15 “Declaration” means this Declaration and the final Plat, and any duly executed amendments, supplements or additions, all as recorded by the Clerk and Recorder of Ouray County.

Section 2.16 “Default Assessments” means all monetary fines assessed against a Unit Owner pursuant to the Association Documents, any past-due Annual, Curative or Default Assessments and/or any expense of the Association, including attorney’s fees and/or accountant’s fees, which is the obligation of a Unit Owner or which is incurred on behalf of a Unit Owner pursuant to the Association Documents.

Section 2.17 “Master Assessments” means lawful assessments made by the Master Association.

Section 2.18 “Master Association” means Ridgway USA Association, Inc., a Colorado nonprofit corporation and its successors and assigns. The Association is a sub-association and voting member of the Master Association and must therefore coordinate with the Master Association for all affairs pertinent to the Ridgway USA Development and shall be subject to the terms of the Master Association Documents.

Section 2.19 “Master Association Documents” means the Master Declaration, the articles of incorporation of the Master Association, the bylaws of the Master Association, the Master Plat, the Master Plat Restrictions, related documents, and any procedures, rules, regulations, or policies adopted under such documents by the Master Association in effect from time-to-time.

Section 2.20 “Master Declarant” means the Ridgway Land Company, L.L.L.P

Section 2.21 “Master Declaration” means the Declaration of Covenants, Conditions and Restrictions recorded by the Master Declarant at reception #147105, Ouray County on July 24, 1990.

Section 2.22 “Master Plat” means the final plat of the Master Declarant found at record #147701, Ouray County, and filed on October 10, 1990, together with the Master Plat Restrictions.

Section 2.23 “Master Plat Restrictions” means the Master Declarant’s plat restrictions found at reception #147699, Ouray County, and filed on October 10, 1990.

Section 2.24 “Member” means every Person that holds membership in the Association.

Section 2.25 “Person” means any natural person, corporation, partnership, limited liability company, association, trust, trustee, governmental or quasi-governmental entity, or any other entity having the right to hold title to real property.

Section 2.26 “Plat” means the Final Plat for the Property as duly approved by the Town of Ridgway and the Master Association and filed as reception #_____, Ouray County.

Section 2.27 “Project” means the common interest community created by the Declaration and as shown on the Plat, consisting of the Property, the Units and the Common Elements, all under the name and style of “Vista Park Commons”.

Section 2.28 “Property” means that certain real property owned in fee simple by Declarant known as lots 30-34 on the Master Plat, together with all grantee rights under all easements and water rights in favor of such real property and/or Declarant, all situated in the Town of Ridgway in the County of Ouray.

Section 2.29 “Rules and Regulations” means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Project, including any amendment to those instruments.

Section 2.30 “Special Assessments” means all assessments levied upon any of the Units for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of Common Elements not otherwise covered by insurance or the Reserve, or for unexpected repairs or replacements of improvements within the Common Elements, or for any other out-of-the-ordinary expense incurred or to be incurred in furtherance of the Board’s ability to preserve and maintain the value of the Property and the Project.

Section 2.31 “Transfer Assessments” means the fee charged by the Association for the transfer of a Lot or Unit to a new Unit Owner(s) assessable as a closing cost at the time of the transfer.

Section 2.32 “Units” means the physical portions of the Property which are designated as the 25 separate Lots for separate ownership represented on the Plat, together with the improvements thereon and the appurtenant rights and privileges described in **Section 5.2.2**. There are 25 Units.

Section 2.31 “Unit Owner” means the Declarant or other person who owns a Unit, but does not include a person having an interest in a unit solely as security for an obligation. The Declarant is the owner of all units created by the Declaration until that unit is conveyed to another person.

ARTICLE 3

EASEMENTS, USE OF GENERAL COMMON AREAS, AND RELATED DUTIES

Section 3.1 *Unit Owner Easements.*

Section 3.1.1 *General Common Elements.* Subject to the limitations hereinafter provided, all Unit Owners, their successors, assigns, tenants, licensees, and invitees shall have a non-exclusive perpetual easement in and to the General Common Elements the general use and enjoyment thereof and for reasonable ingress and egress by vehicular and pedestrian traffic and for vehicle parking, upon, over, and across the driveways and access ways, sidewalks and walkways, exits and entrances. Said easement shall be appurtenant and shall pass with title to every Unit.

Section 3.1.2 *Rules and Regulations.* Said Unit Owner General Common Element Easements are subject to the right of the Association to promulgate Rules and Regulations for the use or enjoyment thereof, and to suspend the enjoyment thereof by any Unit Owner for any period during which any Annual, Curative, Default, Special, or Transfer Assessment remains unpaid or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or for a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner’s continuing obligation to pay any accruing assessments.

Section 3.1.3 Use. Subject to the preceding, each Unit Owner may use the General Common Elements in accordance with the purpose for which they are intended and for the comfort and enjoyment of the Unit Owners and tenants, and their guests and invitees, but only to the extent that such usage does not hinder, interfere, or encroach upon the lawful right of the other Unit Owners and subject to the use and occupancy restrictions set forth in the Association Documents from time-to-time. There shall be no obstruction of Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association.

Section 3.1.4 Utility Runs. All Unit Owners shall also have a perpetual easement in common with the other Unit Owners to use all pipes, wires, cables, public utility lines, and other common elements serving their Unit. All storm drains, utility lines, transformers, and meters of the Unit Owners shall be maintained in a safe condition.

Section 3.3 Association Easements. The Association shall have the following perpetual easements with respect to the Property:

3.3.1 Encroaching Common Elements. A perpetual and exclusive easement for the maintenance of any Common Elements which may presently or hereafter encroach upon a Unit; and

3.3.2 Access to the Units. The Association shall have the perpetual and non-exclusive right of access to each Unit (i) to inspect same for purpose of verifying conformance with this Declaration, the Bylaws, the Articles, and any Rules and Regulations of the Association; (ii) to remedy any violations; and (iii) to perform any operations required in connections with the maintenance, repairs, or replacements of or to the Common Elements, or any equipment, facilities, or fixtures affecting or serving other Units; provided that requests for entry are made in advance and that any such entry is a time reasonably convenient to the Unit Owner(s) and/or tenants. In case of an emergency, such right of entry shall be immediate whether the Unit Owner(s) and/or tenants are present at the time or not; and

Section 3.4 Utility Easements.

3.4.1 Granted to Utility Servicers. Governmental entities, utility companies, and other entities that provide utility services shall have a blanket perpetual and non-exclusive easement for installation, maintenance, repair, service, and replacement of all sewer, water, power, gas, cable TV, broadband, telephone, and utility pipes, lines, mains, conduits, waters, transformers, meters, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Project, over, across, and through the Common Elements and Unit areas shown on the Plat as being for utility easement. All utility connections shall be underground.

3.4.1 *Modifications to Utility Easements.* In the event that the Association shall reasonably determine that the utility lines and facilities cannot for some reason be located within the area designated on the Plat for public utility and drainage easements, then the Association, together with the affected Unit Owners, shall cooperate in the granting of appropriate and proper easements for the installation, repair, and replacement of storm drains, sewers, utility lines, and their proper services necessary for the orderly development and operation of the Project.

Section 3.5 *No Obstructions Across Easements.* No walls, fences, or barriers of any kind shall be constructed or maintained in the General Common Elements area which shall prevent or impair the use or exercise of any of the easements granted herein or the free access and movement, including without limitation, pedestrian and vehicular traffic. The Association, however, in its discretion may (and should) implement landscape projects within the General Common Elements area as long as it does not unreasonably interfere with the foregoing.

ARTICLE 4

LIMITED COMMON ELEMENTS: PARKING AND STORAGE

Section 4.1 *Limited Common Elements.* The Limited Common Element areas on the Plat are for Unit parking or for Unit storage. The conveyance of each Unit will, by this Article, include an inalienable right to two (2) assigned parking spaces for 2-bedroom Units and one (1) assigned parking space for 1-bedroom and studio Units. The conveyance of each Unit will also, by this Article include an inalienable right to one (1) assigned storage unit.

Section 4.2 *Use.* Each Unit Owner may use their assigned Limited Common Elements in accordance with the purpose for which they are intended, but only to the extent that such usage does not hinder, interfere or encroach upon the lawful rights of other Unit Owners and subject to the use and occupancy restrictions set forth in the Association Documents from time-to-time. Each Unit Owner shall be responsible for any liability or obligation arising with respect to usage or misuse of their assigned Limited Common Elements.

Section 4.3 *Damage or Destruction.* In the event of damage or destruction of a Limited Common Element, then the Association shall bear the cost for remediation of such damage or destruction. If the Unit Owner, or their agent, lessee, invitee, licensee, or guest through negligence or tortious acts or omissions causes damage or destruction of any Limited Common Element, the Association can recoup its remediation expense from the negligent or tortious Unit Owner. *Ref.* §§ 6.10, 7.4

Section 4.4 *Assignment of Parking and Storage.* Assignment of specific parking spaces and storage units to each Unit will be made by the Association in its discretion. As much as reasonably possible, upon request the Association shall assign parking places and storage units that are as close as possible to each respective Unit. The Association shall also take into consideration

the reasonable individual wants and needs of the affected Unit Owners and/or their tenants.

Section 4.5 *Sub-Assignment of Parking or Storage.* A Unit Owner may also assign and/or lease its allotted parking spaces or storage unit to another Unit Owner or its tenant. Any such assignment or lease will be personal and will not run with the land and will automatically terminate when the assignee or lessee no longer occupies a Unit. Moreover, any such assignment or lease will automatically terminate in the event that the Unit Owner assigning or leasing the space conveys its Unit to another party. Any assignment or lease of parking spaces or storage units will be subject to the written approval of the Association, which approval shall not be unreasonably withheld. In the event that a parking space or storage unit is assigned or leased, the Association may, in its discretion, reorganize or consolidate the assignment of parking spaces or storage units.

Section 4.6 *Rules and Regulations.* The Association shall formulate reasonable Rules and Regulations to govern the use and enjoyment of parking and storage.

ARTICLE 5 DIVISION INTO AND USE OF UNITS

Section 5.1 *Number of Units.* The Project shall initially be comprised of 25 (twenty five) separately designated Units (including 2 Units each for 3 duplexes) all as set forth in the Plat and as described in the Declaration.

Section 5.2 *Identification and Description of Units.*

Section 5.2.1 *Identification.* The identification number of each Unit is shown on the Plat.

Section 5.2.2 *Description.* Each Unit, the Unit Owner's membership in the Association, the Unit Owner's undivided interest in the General Common Element easements, and the Unit Owner's exclusive use of the Limited Common Elements designated for such Unit, shall together comprise one Unit, shall be inseparable, and may be transferred, devised, or encumbered only as a complete single Unit. *Ref. § 9.1*

Section 5.2.3 *Plat.* Prior to the conveyance by Declarant of a Unit, Declarant shall cause the Plat to be filed for record with the Clerk and Recorder, which Plat shall contain a sufficient survey description of the Property and the portions of the Property dedicated to each Unit so as to locate the same accurately and properly. The Plat may be filed in whole or in parts or sections, from time-to-time, as stages of construction of the Units are substantially completed, if ever, in accordance with this Declaration. Each section of the Plat filed subsequent to the first filed Plat shall be termed a Supplemental Plat to the Plat and the numerical sequence of such Supplemental Plat shall be shown thereon.

Section 5.2.4 *Description for Conveyance.* Any instrument conveying title to a Unit shall describe the Unit as follows: “Lot __, Vista Park Commons, a planned common interest community, Town of Ridgway, County of Ouray, State of Colorado, according to the Plat thereof recorded at Reception No. _____, and the Declaration recorded at Reception No. _____, in the records of the Clerk and Recorder of the County of Ouray, Colorado,” all as amended and/or supplemented from time-to-time.

Section 5.3 *Use of Units.*

Section 5.3.1 *Restricted Use.* Each Unit shall be used and occupied solely for residential purposes. No Unit shall be left unoccupied for more than six (6) months in any twelve (12) month period.

Section 5.3.2 *Right to Lease.* An Owner shall have the right to lease the Owner’s Unit upon such terms and conditions as the Owner may deem advisable; provided, however, that (i) no leases shall be for a term of less than six months (6 months) or such other term as may be approved by the Board; (ii) all leases shall be made in writing and shall specify that the lease is subject to the terms of the Association Documents; (iii) a Unit may be leased only for residential use; and (iv) any failure of a lessee to comply with any terms of the Association’s Documents shall constitute a default under the lease enforceable by the Association as a third-party beneficiary against the lessee and/or the Unit Owner, whether or not the lease contains any such enforcement provision. No provision in any lease shall be construed to amend, relieve, abate, waive, or modify any obligation of a Unit Owner contained in this Declaration.

Section 5.3.3 *Rules and Regulations for Use of Unit.* The Units shall be used and occupied in strict accordance with all applicable governmental, zoning, land use and other regulations, the Association Documents and the laws of the State of Colorado, and as follows:

5.3.3.1 In accordance with the Association’s Rules and Regulations. Such matters may include, without limitation, (i) use of the Common Elements; (ii) regulation of animals within the Project; (iii) prohibition of combustible or dangerous materials; (iv) the orderly abatement of nuisances; and (v) general matters governing the administration of the Project to ensure high standards of safety, cleanliness, a pleasing professional appearance, and to otherwise protect property value within the Project.

5.3.3.2 No part or appurtenance of or to any Unit visible outside the Unit (e.g., windows, doors, awnings, etc.) shall be added or altered in appearance or color or modified without approval by (i) the Board or (ii) the Architectural Review Committee governing the Project and established by the Board, if any, in their sole discretion. Any such alterations must, in any event, also comply with the provisions

of the Association Documents. Reasonable modifications to a Unit as necessary to afford a person with disabilities full use and enjoyment of the Unit in accordance with the federal "Fair Housing Act of 1968" will be allowed.

5.3.3.3 No unsightly object or nuisances shall be erected, placed or permitted to remain on or in any Unit, nor shall any Unit be used in any way for any purpose which may endanger the health of, or unreasonable disturb, any Unit Owner or any tenant thereof.

5.3.3.2 Subject to the provisions regarding construction and renovation, no nuisances shall be allowed in the Project, nor shall any use or practice be allowed to annoy or harass other Unit Owners or their tenants or interfere with the peaceful enjoyment, possession and/or use of the Project by the Unit Owners or their tenants. All parts of the Project will be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazzard to exist or combustible or hazardous material to be maintained at any time on any portion of the Project. No Unit Owner shall permit any use of such Owner's Unit, or make any use of the General Common Elements or Limited Common Elements that will increase insurance rates for any portion of the Project or that will otherwise not comply with the laws of the State of Colorado.

Section 5.4 *Conveyance of a Unit.* Upon the conveyance of any Unit by the Declarant or a Unit Owner, a copy of each instrument of conveyance shall be furnished to the Association.

ARTICLE 6 ASSESSMENTS AND ALLOCATIONS

Section 6.1 *Covenant to Pay.* Each Unit Owner hereby covenants to pay the Association all Annual Assessments, Special Assessments, Curative Assessments, and Default Assessments as more specifically describe herein.

Section 6.2 *Budget.* Within thirty (30) days after the adoption of any proposed budget for the Association, the Board shall distribute by mail or verified email or hand delivery and shall publish on its web site, if any, a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) now more than sixty (60) days after mailing or delivery or publication of the summary or as may otherwise be provided for in the Act. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Unit Owners must be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board. The Board shall adopt a budget and submit the budget to a vote of the Unit Owners as provided herein no less frequently than annually. The Board shall levy and access the Annual Assessments in accordance with the

annual budget.

Section 6.3 *Annual Assessments.*

Section 6.3.1 *Defined with Examples.* Annual Assessments for usual Common Expenses shall be based upon the estimated cash requirements, for the purposes of operating the Project in accordance with this Declaration, as the Board shall from time-to-time determine shall be paid by all of the Unit Owners, subject to **Section 6.2** above. Estimated usual Common Expenses shall include, without limitation, the cost of routine maintenance, necessary improvements, and operation of the General Common Elements, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping of the Property, care of grounds within the General Common Elements, snow removal, routine repairs, replacements and renovations within and of the General Common Elements, wages, common water and utility charges for the General Common Elements, taxes or any other fees imposed by a governmental body, legal and accounting fees, Master Assessments, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, and payment of any default remaining from a previous assessment period.

Section 6.3.2 *Payments.* Annual Assessments shall be payable in monthly installments on a prorated basis in advance and shall be due on the first day of each month. The association may enter into an escrow agreement with the holder of a Unit Owner's mortgage so that assessments may be combined with the Unit Owner's mortgage payments and paid at the same time and in the same manner. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification or release of the Unit Owners from their Common Expense Liability. The Board may establish Rules and Regulations for Default Assessments, *e.g.*, late fees, interest charges, in the event a Unit Owner's untimely payment.

Section 6.3.3 *Apportionment.* The Common Expenses shall be allocated among the Units on the basis of each Unit's Allocated Interests in effect on the date of assessment, provided, however, that the Association (through the Board, in its sole discretion) reserves the right to allocate expenses relating to fewer than all of the Units to those Unit Owners of the affected Units only.

Section 6.4 *Capitalization of the Association - Transfer Assessment.* Whenever a Unit is sold, a Transfer Assessment will attach to the sale thereof, payable to the Association as a condition of sale and from the proceeds of the sale. If uncollected, the Transfer Assessment will be an obligation of both the new Unit Owner and the preexisting Unit Owner, and will attach to the Unit as a first priority lien until satisfied. Furthermore, the new Unit Owner will subject to late fees and interest and will not be allowed voting rights in the Association until the Transfer Assessment is paid. Funds accumulated from the Transfer Assessments will be utilized by the Association to fund (i) capital projects, (ii) repair and replacement reserves dedicated to the Common Elements, (iii)

repair and replacement of Common Elements due to damage or destruction, and (iv) Curative Expenses until reimbursement from the Unit Owner. The Transfer Assessment will be one percent (1%) of the sale price of the Unit. CRS § 38-33.3-207 (4)(a)(IV)

Section 6.5 *Reserves and Surplus Funds.* The Board shall have the right, but not the obligation, to create a further contingency or other reserve or surplus fund out of Annual and/or Transfer Assessments for capital replacements, insurance deductibles and/or maintenance, repairs and replacements of improvement within the General Common Elements or for Curative Expenses on a periodic basis, as may be required. In the event that the Board determines that the Association has surplus funds, the Board, in accord with the Bylaws, may resolve the same to be distributed to Unit Owners pursuant to CRS §38-33.3-314.

Section 6.6 *Special Assessments.* In addition to the Annual Assessments (and other assessments described herein), the Association may levy in any fiscal year, one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements, or for any other expense incurred or to be incurred in furtherance of the Board's ability to preserve and maintain the value of the Property and the Project, as provided in the Declaration. Any amounts assessed pursuant to the Section shall be assessed to Unit Owners according to their Allotted Interests, subject to the right of the Association to assess only against the Unit Owners of affected Units (i) Curative Assessments (as describe below), (ii) any extraordinary maintenance, repair or restorative work on fewer than all of the Units, which shall be borne by the Unit Owners of those affected Units only, (iii) any extraordinary insurance costs incurred as a result of the actions of a particular Unit Owner (or their agents, servants, guests, tenants, invitees, or licensees), which shall be borne by that Unit Owner. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Unit Owners. The Board, in its sole power and discretion, shall have the absolute power and authority to levy and make any Special Assessment up to a principal amount (not including and in addition to any Default Assessments) of \$25,000 per year. Any amount in excess of this shall require additional approval by Members holding no less than fifty one percent (51%) of the Allocated Interests.

Section 6.7 *Default Assessments.* Notice in writing of the amount of each Default Assessment, including any ongoing accruing amount, and the time for payment of the Default Assessment shall be given promptly to the applicable Unit Owner. The Board shall establish written and reasonable Rules and Regulations for making Default Assessments and the payment thereof.

Section 6.8 *Curative Assessments.*

Section 6.8.1 *Notice.* Notice in writing of the amount of each Curative Assessment, including any Default Assessments that may attach, and the time for payment of the Curative Assessment shall be given promptly to the applicable Unit Owner, and no payment shall be due less than thirty (30) days after such notice shall have been given.

Section 6.8.2 *Payment Plan.* If requested by the Unit Owner, the Board shall make a good-faith effort to set up a payment plan; except that this does not apply if the Unit Owner does not occupy the unit and has acquired the property as a result of a default of a security interest encumbering the Unit, or if the Unit Owner has previously entered into a payment plan under this section. A payment plan negotiated between the Association and the Unit Owner pursuant to this section must permit the Unit Owner to pay off the deficiency in equal installments over a period of at least six months. Nothing in this section prohibits Association from pursuing legal action against a Unit Owner if the Unit Owner fails to comply with the terms of their payment plan. A Unit Owner's failure to remit payment of an agreed-upon installment, or to remain current with regular assessments as they come due during the six-month period, constitutes a failure to comply with the terms of their payment plan.

Section 6.9 *Master Assessments.* The Association assumes as a Common Expense the obligation of the Unit Owners to pay all just and reasonable assessments made by the Master Association.

Section 6.10 *Effect of Nonpayment; Assessment Lien.* Any Assessment or Assessment installment, whether pertaining to any Annual, Special, Curative, Default or Transfer Assessment, which is not paid as of its due date, shall be delinquent. If an Assessment becomes delinquent, the Association (acting through its Board), in its sole discretion, may take any or all of the following actions:

Section 6.10.1 *Default Assessments.*

Section 6.10.1.1 Assess a late charge for each delinquency in conformance with the Bylaws, the Act, and otherwise permissible under Colorado law;

Section 6.10.1.2 Assess an interest charge from the due date in conformance with the Bylaws, the Act, and otherwise permissible under Colorado law;

Section 6.10.1.3 Assess professional fees reasonably incurred by the Association in support of actions taken to address the delinquency.

Section 6.10.2 Suspend the voting rights of the Unit Owner during any period of delinquency;

Section 6.10.3 Suspend the rights of the Unit Owner, and the Unit Owner's family, guests, lessees and invitees, to use the General Common Elements during any period of delinquency;

Section 6.10.4 Accelerate all remaining Assessment installments so that all unpaid Assessments shall be immediately and fully due and payable;

Section 6.10.5 Bring an action at law against any Unit Owner personally to pay the delinquent Assessments (*Ref.* §6.11); and/or

Section 6.10.6 *Proceed with foreclosure.* Assessments chargeable to any Unit shall constitute a lien in such Unit in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any foreclosure brought by the Association, the Unit Owner shall be liable for the amount of unpaid Assessments, any penalties, and interest thereon, the cost and expense of such proceedings, the cost and expenses for filing any notice of claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 6.11 *Personal Obligation.* In addition to being a lien on each Unit, each Assessment shall also be the personal obligation of the Person who owned the Unit at the time the Assessment became due. In the event of a legal action at law, the prevailing party will be liable for all or a portion of the non-prevailing party's attorney's fees and costs as determined or ordered by the court. No Unit Owner may exempt themselves from liability for the Assessment by abandonment of their Unit or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the Assessment lien provided in the Declaration.

Section 6.12 *Payment by Mortgagee.* Any mortgagee holding a lien on a Unit may pay any unpaid Assessment payable with respect to such Unit, together with any and all costs and expenses incurred with respect to the lien, and, upon such payment, the mortgagee shall have a lien on the Unit for the amounts paid with the same priority as the lien on the mortgage.

ARTICLE 7 MAINTENANCE

Section 7.1 *Maintenance by Unit Owners.* Each Unit Owner shall maintain, repair, replace and reconstruct as needed the improvements on said Unit and shall maintain the Limited Common Elements assigned to said Unit. All fixtures and equipment installed within the Unit shall be maintained and kept in repair by the Unit Owner.

Section 7.2 *Curative Assessment - Unit Owner's Failure to Maintain or Repair.* In the event that a Unit is not properly maintained (including landscape elements) and repaired, or in the event that the Unit is damaged or destroyed by an event of casualty, and/or an act or omission by a Unit Owner, and the Unit Owner does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damaged or destroyed Unit to substantially the same condition in which they existed prior to the damage or destruction, then the Association, in furtherance of its duty to preserve and maintain the value of the Property and the Project, after notice to the Unit Owner and with the unanimous approval of the Board or the majority approval of the

Members of the Association, shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit to a condition of good order and repair. All costs incurred by the Association in connection with steps taken under this section shall be reimbursed to the Association by the Unit Owner as a Curative Assessment.

Section 7.3 *Maintenance by Association.* The Association shall be responsible for the maintenance and repair of the Common Elements, which maintenance and repair (unless necessitated by damage caused by the negligence, misuse or tortious act of a Unit Owner or Owner's Agent as set forth in **Section 7.4** below) shall be the Common Expense of all Unit Owners and shall be in accordance with standards that may be established from time-to-time by the Board in its sole discretion. This maintenance shall include, but shall not be limited to, upkeep (including snow removal, grass cutting, and keeping storm system drywells cleared out), repair and replacement of all landscaping, walls, gates, signage, irrigation systems, sidewalks, driveways, the parking lot, and the common building. In the event the Association does not maintain or repair the Common Elements, Declarant shall have the right, but not the obligation, to do so at the expense of the Association.

Section 7.4 *Limited Common Element Damage.* In the event of damage or destruction of a Limited Common element from any cause other than the negligence or tortious acts or omissions to act of a Unit Owner or Unit Owner's agent, the Association shall bear the expense to repair or rebuild the Limited Common Element to its previous condition. If a Unit Owner or Owners or their agents have caused such damage by negligence or tortious conduct, as outlined above, such Unit Owners shall bear the cost of the damage to the extent of negligent or tortious culpability. The Association can make a Default Assessment and/or pursue an action at law to collect said cost of damage. *Ref.* §§ 4.3, 6.10.

Section 7.5 *Maintenance of Duplex Units.* Certain Units will share certain common elements, *e.g.*, a common foundation, exterior finish, and roof with a second Unit (the "Duplex Units"). The Duplex Units will not share a common wall, but will be built with an interstitial space between. Nevertheless, the responsibility for maintenance of the elements that are common to each Duplex will be the shared equally between the Units Owners of the Duplex. Examples of this include exterior painting, roof replacement, and foundation maintenance. If the Unit Owners of a Duplex are in disagreement over this responsibility, they may submit such to the Board for binding arbitration. If one or more of the parties to the dispute are on the Board, such parties may not participate in making a determination of the arbitration.

ARTICLE 8 INSURANCE

Section 8.1 *Association Insurance Provisions.* The Association shall acquire and pay for, out of the Annual Assessments, the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

Section 8.1.1 *Property Hazard Insurance Coverage.* Insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk (a/k/a special form, or special cause of loss) on a replacement cost basis. Coverage shall include endorsements in amounts deemed reasonable and as determined by the Board to represent not less than the full then-current insurable replacement cost of the common building(s) and its contents located on the Property, all General and Limited Common Elements (but not the Unit Owner contents of the Limited Common Elements), and any Units owned by the Association. Maximum deductible amounts, if available, shall be the lesser of \$10,000 or 1% of the policy face amount. Such hazard insurance policy must be written by an insurance carrier that has an “A” or better policyholder’s rating and a financial size category of “VIII” or better in Best’s Insurance Reports - International Edition.

Section 8.1.2 *General Liability.* Commercial general liability insurance for the Common Elements in such amounts as the Board deems desirable, provided that such coverage shall be for at least \$1,000,000 for bodily injury, including deaths, and for property damage arising out of a single occurrence insuring the Association, the Board, a Manager or managing agent, or both, if any, and their respective agents and employees from liability in connection with the operation, maintenance and use of the Common Elements and/or any Unit owned by the Association.

Section 8.1.3 *General Provisions.*

8.1.3.1 All policies required to be carried under this **Article 8** shall provide a standard non-contributory mortgagee clause in favor of the first mortgagee and shall provide that such policy cannot be canceled by the insurance company without at least thirty (30) days prior written notice to the Board, except that ten (10) days is required for reason of non-payment of premium.

8.1.3.2 If the insurance describe in this **Article 8** is not reasonable available, or if any policy of insurance is cancelled or not renewed without a replacement policy therefore having been obtained, The Association shall promptly cause notice of that fact to be hand delivered or sent by United States mail to all Owners and to any first mortgagee of the Association. The Association shall additionally provide supplement notice via email to Unit Owners and posting on the Association’s website.

8.1.3.2 To the extent the Association settles insurance claims for damages to the Common Elements or to any Units it owns, it shall have the authority to assess negligent Unit Owners causing such loss all deductibles paid or uncovered losses incurred by the Association. *Ref. §§ 4.3, 7.4.*

Section 8.2 *Unit Owner Insurance Provisions.* Each Unit Owner shall maintain, in such amounts and form acceptable to the Board from time-to-time (i) property hazard insurance coverage

on their respective Unit, including insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk (a/k/a special form, or special cause of loss) on a replacement cost basis. (ii) casualty and public liability insurance coverage for such Unit Owner's Unit and the Limited Common Elements assigned thereto for amounts not less than \$1,000,000 for bodily injury, including deaths, and for property damage arising out of a single occurrence. Such policy or policies shall name the Association as an additional insured in a form acceptable to the Association. Each Unit Owner shall be solely responsible for the operation and use of the Limited Common Elements assigned to such Unit. Each Unit Owner is also encouraged to obtain hazard coverage for their personal property, including all personal property stored in their Limited Common Elements.

Section 8.3 *Insurer Obligation.* An insurer that has issued an insurance policy for the insurance describe in this **Article 8**, or its authorized agent, shall issue certificates or memoranda of insurance to the Association and, upon request, to any Unit Owner or mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and to any mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-know addresses, except that ten days notice is required for reason of non-payment of premium.

Section 8.4 *Repair and Replacement.* Any portion of the Common Elements for which insurance is required under the Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

Section 8.4.1 The common interest community created by the Declaration is terminated;

Section 8.4.2 Repair or replacement would illegal under any state statute or regulation or local ordinance governing health or safety;

Section 8.4.3 There is a vote not to rebuild by (i) sixty seven percent (67%) of the Unit Owners entitled to vote.

The cost of repair or replacement of Common Elements in excess of insurance proceeds and reserves shall be a Common Expense. If all the Common Elements are not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be first used to restore the damaged area to a condition compatible with the remainder of the Project, and secondly distributed to all the Unit Owners or mortgagees, as their interests may appear in proportion to each Unit's Allocated Interests.

Section 8.5 *Fidelity Insurance.*

Section 8.5.1 If any Unit Owner or Board member or employee of the Association controls or disburses funds of the Project, the association must obtain and maintain, to the

extent reasonably available, fidelity insurance. Coverage shall not be less in aggregate than two months' current Annual Assessments, plus reserves, if any, as calculated from the current budget of the Association, plus the current balance of the Transfer Assessment fund.

Section 8.5.2 Any Person engaged as an independent contractor by the Association for the purposes of managing the Project must obtain and maintain fidelity insurance in an amount reserved for the engagement of not less than the amount specified above unless the Association names such Person as an insured person in a contract of fidelity insurance.

Section 8.6 *Other Insurance.* The Association shall also maintain insurance, to the extent reasonably available, and in such amount as the Board may deem appropriate, on behalf of members of the Board against any liability asserted against a member of the Board or incurred by such member in their capacity or arising out of their status as a member of the Board. The Board may also obtain insurance against such other risks or a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

ARTICLE 9

MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

Section 9.1 *The Association.* Every Unit shall be accorded one Membership to the Unit Owners. Membership shall be appurtenant to, and may not be separated from ownership of a Unit. *Ref. §5.2.2.*

Section 9.2 *Transfer of Membership.* A Unit Owner shall not transfer, pledge, or alienate such Unit Owner's membership in the Association in any way, except upon the sale, transfer, or encumbrance of such Unit and then only to the purchaser, transferee, or mortgagee of the Unit.

Section 9.3 *Membership.* The Association shall have one class of membership consisting of all Unit Owners, including the Declarant so long as Declarant continues to own an interest in a Unit. Except as otherwise provided in this Declaration or other Association Documents, each Unit Owner shall be entitled to vote on Association matters as a Member, in accordance with the Allocated Interests allocated to such Unit.

Section 9.4 *Multiple Owners of a Unit.* If title to any Unit shall be held by two or more Persons, then each such Person shall be a Member of the Association, provided however, that the voting rights of such Unit Owners shall not be divided, but shall be exercised as if the Unit Owner consisted of only one Person. A majority of said multiple Unit Owners shall designate in writing to the Association one of the Unit Owners with respect to all matters relating to the Association, including voting (the "**Designated Member**"). In the event no Designated Member is designated by said multiple Unit Owners to the Association, the Board reserves the right to take action without the vote of the Unit, provided, however, that the provisions of this sub-section _____ shall be subject to the requirements of §38-33.3.310 of the Act.

Section 9.5 *Books and Records.* Upon reasonable advance request by a Member or Unit mortgagee, the Association shall make available to the requester, during normal business hours or under other reasonable circumstances, the Association Documents and the books, records and financial statements of the Association. If requested, the Association will make hard or electronic copies of said documents for the requester and will transmit them via reasonable means including by mail or e-mail. The Association may charge a reasonable fee for copying such material and for preparation and presentation time. The foregoing notwithstanding, the provisions of this **Section 9.5** shall comply with the provisions of §38-33.3-209.4 of the Act.

Section 9.6 *Manager.* The Association, through the Board, may employ or contract for services of a Manager or Managers to whom the Board may delegate certain powers, functions or duties of the Association, as may be more specifically provided by the Bylaws.

Section 9.7 *Enforcement and Attorney's Fees.* It is hereby declared to be the intention of the Association to enforce the provisions of the Association Documents by any and all means available to the Association at law or equity, and to seek recovery and reimbursement of all attorney's fees, Association expenses and costs incurred by the Association in connection therewith as may be required from time-to-time. Failure by the Association to enforce compliance with any provisions of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter. The foregoing notwithstanding, the provisions of this **Section 9.7** shall comply with the provisions of §§ 38-33.3-123 and 124(2) of the Act.

Section 9.8 *Implied Rights and Obligations.* The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act and/or by the Nonprofit Act or as otherwise permitted by Colorado Law.

Section 9.9 *Notice.* Any notice to a Unit Owner of matters affecting the Project by the Association or by another Unit Owner shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or by email if addressed to the Unit Owner's designated email of record in the Association's records, or on the third business day after deposit in the US mails for certified mail, return receipt requested, at the address of record for real property tax assessment notices with respect to that Unit, or as otherwise may be provided for in the Act.

ARTICLE 10

FORMATION OF THE BOARD AND POWERS OF THE ASSOCIATION

Section 10.1 *Formation of the Board.* Subject to the limitations contained in the Act, from the effective date of this Declaration, the Board shall consist of three members appointed by the Declarant. Then within sixty (60) days of 25% of the Units being first sold and closed to non-Declarant Unit Owners, said non-Declarant Unit Owners shall elect one Board member and the Declarant will appoint two Board members. Then within sixty (60) days of 75% of the Units being first sold and closed to non-Declarant Unit Owners, the Board shall consist of five members, four

of whom shall be elected and removed in accordance with the Articles and Bylaws of the Association, and one of whom shall be appointed by the Declarant. Then within (60) sixty days of 100% of the Units being first sold and closed to non-Declarant Unit Owners, all five Board members shall be elected and removed in accordance with the Articles and Bylaws of the Association.

Except with respect to Declarant-appointed Board members, the Unit Owners, by a vote of sixty-seven percent (67%) of all Allocated Interests represented or present and entitled to vote at any properly called meeting of the Unit Owners at which a quorum is present may remove any member of the Board with or without cause. Only the Declarant may remove a member of the Board appointed by the Declarant.

The Board shall appoint the officers of the Association.

Section 10.2 *Association Powers.* The Association shall be granted all powers necessary to govern, manage, maintain, repair, improve, administer and regulate the Project and to perform all of the duties required of it and to impose Assessments to carry out its obligations, including, without limitation the obligation to preserve and maintain the value of the Property and the Project. In furtherance of the Association purposes, the Association, by the action of the members of the Board, unless otherwise provided in the Articles, Bylaws or herein shall have the full power bestowed by CRS §38-33.3-302 and to:

Section 10.2.1 Adopt and amend (i) the Bylaws regarding Association operational matters; and (ii) the Rules and Regulations, which Rules and Regulations shall address various matters to promote the quiet enjoyment, smooth operation and enhancement of the value of the Property and the Project (including, without limitation, architecture, maintenance, signage and collection of Assessments);

Section 10.2.2 Adopt and amend budgets for revenues, expenditures and reserves of the Association;

Section 10.2.3 Collect Assessments and fines from Unit Owners;

Section 10.2.4 Hire and discharge managers and other employees, agents, and independent contractors engaged in pursuing the goals of maintaining the value of the Property and Project;

Section 10.2.5 Negotiate and provide for reasonable compensation to be paid to any Member, manager, member of the Board, or officer while such Member, manager, member of the Board or officer is acting as an agent or employee of the Association, for services rendered in effecting one or more of the purposes of the Association;

Section 10.2.6 Instigate, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners, on matters

affecting the Project or the Association;

Section 10.2.7 Make and enter into contracts and incur liabilities, both on behalf of the Association and any individual Unit Owners engaging the Association as an attorney-in-fact for such purposes;

Section 10.2.8 Regulate the use, maintenance, repair, replacement and modification of Common Elements;

Section 10.2.9 Cause additional improvement to be made as part of the Common Elements;

Section 10.2.10 Acquire, hold, encumber and convey in the name of the Association any right, title or interest in or to real or personal property, except that the Common Elements may be conveyed, or subjected to a security interest, only upon an affirmative vote of sixty-seven percent (67%) of the Allocated Interests;

Section 10.2.11 Grant easement for any period of time, including permanent easement, and grant leases, licenses and concessions through or over and upon the Common Elements;

Section 10.2.12 Impose and receive any payment, fee, charge or fine for services provided to Unit Owners and for the use, rental or operation of the Common Elements or Units of the Declarant or the Association, respectively;

Section 10.2.13 All subject to the provisions of the Act in effect from time-to-time, impose charges for late payment of Assessments, access reasonable attorney fees and other costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and levy reasonable fines for violations of the Association Documents;

Section 10.2.14 Impose reasonable charges for the preparation and recordation of amendments to the Declaration and/or Plat and/or any Supplemental Declarations or Plats or statements of unpaid Assessments;

Section 10.2.15 Provide the necessary resources for the indemnification of the Association's officers and Board and maintain director's and officer's liability insurance;

Section 10.2.16 Assign its right to future income, including the right to receive Assessments, but only upon an affirmative vote of sixty-seven percent (67%) of the Allocated Interests;

Section 10.2.17 Exercise any other powers conferred by the Association Documents

or the Act;

Section 10.2.18 Exercise all other powers that may be exercised in the state by legal entities of the same type as the Association;

Section 10.2.19 Provide and pay for internal bookkeeping, external accounting and filing requirements;

Section 10.2.20 Enforce any covenants, restrictions, and conditions affecting the Project;

Section 10.2.21 Borrow money and, upon the affirmative vote of sixty-seven percent (67%) of the Allocated Interests and, to mortgage, pledge, or hypothecate any or all of its Project property as security for money borrowed or debts incurred;

Section 10.2.22 Engage in all lawful activities which will actively foster, promote, and advance the common ownership interests of the Unit Owners;

Section 10.2.23 Establish the Vista Park Commons Architectural Review Committee and its rules, provided that the Board shall have the power to act as same until such time as the Board chooses to create such a committee in its own right.

Section 10.2.24 Accept title to the Common Elements from the Declarant subject to the easements created in **Article 3**.

Section 10.2.25 Exercise any other power necessary and proper for the governance and operation of the Association, to protect the Common Elements, and to preserve, maintain and enhance the value of the Project and the Units.

Section 10.3 *Certain Powers Subject to Approval.* Notwithstanding the above, but subject to the Declarant's rights and additional reserved rights set forth in **Article 14** below, the Association shall not be empowered nor entitled to do any of the following without the consent of sixty-seven (67%) of the Allocated Interests:

Section 10.3.1 By act or omission, abandon or terminate the planned common interest regime created pursuant to this Declaration;

Section 10.3.2 Partition or subdivide any Unit;

Section 10.3.3 Combine two or more Units into fewer Units.

Section 10.3.4 Use the insurance proceeds for a loss to an improvement within the Project for other than the repair, replacement, or reconstruction of such improvements; and,

Section 10.3.5 Change the Allocated Interests of any Unit for the purposes of (i) levying Assessments, (ii) distribution of hazard insurance proceeds or condemnation awards hereunder, or (iii) determination of the pro rata share of ownership each Unit has in the Common Elements.

Section 10.4 *Association as Attorney-in-Fact.* Each Unit Owner, by such Owner's acceptance of a deed or other conveyance of an interest in a Unit, does irrevocably constitute and appoint the Association and/or the Declarant with full power of substitution in the Unit Owner's place and stead to deal with such Unit Owner's interest in order to effectuate the rights reserved by Declarant or granted to the Association, as applicable, with full power, right and authorization to execute and deliver any instrument affecting the interest of the Unit Owner and to take any other action which the Association of Declarant may consider necessary or advisable to give effect to the provisions of this Declaration. If requested to do so by the Association or Declarant, each Unit Owner shall execute and deliver a written, acknowledged instrument confirming such appointment.

ARTICLE 11 MECHANIC'S LIENS

Section 11.1 *No Joint Liability.* If any Unit Owner shall cause any material to be furnished to such Owner's Unit or any labor to be performed therein or thereon, no Unit Owner of any other Unit nor shall the Association under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work and materials shall be at the expense of the Unit Owner causing it to be done or delivered, and such Unit Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor or materials to such Owner's Unit.

Section 11.2 *Indemnification.* If, because of any act or omission of any Unit Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit or a Unit Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Unit Owner whose act or omission forms the basis for such lien or order shall, at such Unit Owner's own cost and expense, cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Unit Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Unit Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorney's fees resulting therefrom.

Section 11.3 *Limitation for Association Common Element Work.* Labor performed or material furnished for the Common Elements, if duly authorized by the Association in accordance with this Declaration or the Bylaws, shall entitle third parties performing such work to file liens pursuant to law against the Common Elements. However, no such liens shall be effected against any

individual Unit or Unit Owners and shall be limited exclusively to claims against the Common Elements.

ARTICLE 12 DAMAGE OR DESTRUCTION

Section 12.1 *The Role of the Board.* Except as provided in **Section 10.3.4**, in the event of damage to or destruction of all or part of any portion of the Common Elements, or other Project property covered by insurance written in the name of the Association under Article ____, the Board shall arrange for and supervise the prompt repair and restoration of the damaged Project property.

Section 12.2 *Estimates of Damages or Destruction.* As soon as practicable after an event causing damage to or destruction of any part of the Project property, the Board shall obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction and/or of replacement. Such costs may also include professional fees.

Section 12.3 *Repair and Reconstruction or Replacement.* As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction or replacement of the damaged or destroyed Project property. As attorney-in-fact for the Unit Owners, the Association may take any and all necessary or reasonable steps or actions to effect repair and reconstruction or replacement, and no consent or other action by any Unit Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction or replacement.

Section 12.4 *Funds for Repair and Reconstruction or Replacement.* The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair and reconstruction or replacement for the benefit of the Unit Owners and mortgagees. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, reconstruction, or replacement, the Association may pay the difference from excess reserves, if any, and/or, pursuant to **Section 6.6**, levy, assess and collect in advance from the Unit Owners (without the necessity of a vote of the Unit Owners), a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair, reconstruction, or replacement.

ARTICLE 13 CONDEMNATION

Section 13.1 *Rights of Unit Owners.* Whenever all or any part of the Common Elements shall be taken by any authority having power of condemnation or eminent domain, or whenever all or any part of the Common Elements is conveyed in lieu of a taking under threat of condemnation by the Board acting as attorney-in-fact for all Unit Owners under instructions from any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to

reasonable notice of the taking or conveying, subject to the limitation contained in **Section 9.9**. The Association shall act as attorney-in-fact for all Unit Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 13.2 *Partial Condemnation; Distribution of Award; Reconstruction.* If any portion of the Common Elements should ever be acquired by eminent domain, the award must be paid to the Association. To the extent that any individual Unit Owner's interest in the Limited Common Elements is permanently impaired by the eminent domain acquisition, the Board shall attribute and pay a fairly portioned amount of the award to said Unit Owner(s), after which said Unit Owner's interest in the effected Limited Common Elements will fully or proportionately extinguished.

Section 13.3 *Complete Condemnation.* If all of the Property is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, provided that the approval is first obtained by fifty-one percent (51%) of the Unit Owners.

ARTICLE 14

RESERVED DEVELOPMENT AND SPECIAL DECLARANT RIGHTS

Section 14.1 *Reserved Rights.* Declarant reserves the right for itself and any Successor Declarant at any time and from time-to-time to: (i) maintain and relocate sales/leasing offices, management offices, signs advertising the Project and models, of any size, within one or more Units or the common building; (ii) maintain on the Project temporary construction facilities and construction materials, staging yards and other facilities reasonably required during the construction and sale/leasing period of the Units by Declarant and/or Successor Declarant; and (iii) alter the size and relocate the boundaries of Units (including, without limitation, executing and delivering all necessary amendments to any Association Documents) so long as Declarant or Successor Declarant continue to be an Owner of any such Units.

During the period of time set forth in **Section 10.1**, Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration and the Plat to the fullest extent permitted under the Act and the Declaration.

Section 14.2 *Unit Owner Notice and Acceptance.* Each Unit Owner takes title to the Unit with the understanding and recognition that the Project construction will occur in phases, with the Units and the Common Elements to be developed, constructed, and completed over time. In addition, together with vesting of title in and to a Unit, each Unit Owner shall be deemed to understand, acknowledge, and accept the phased construction contemplated for the Project and the further fact that ongoing alterations, renovations and maintenance to Units and/or Common Elements are anticipated to occur from time-to-time. As a result, certain inconvenience (including, without limitation, odors, dust, noise, traffic disruption, temporary closure of roadways and parking facilities and unsightliness) are understood and accepted by all Unit Owners as potentially occurring until the

construction of the Project, and/or renovation of any portion thereof, have been completed. Notwithstanding the foregoing, the Board shall bear the responsibility to strive to ensure that, as much as reasonably possible, the party or parties undertaking any such construction and/or renovation work do so in a manner designed to mitigate as many of the associated impacts on the Project, Units, and Unit Owners, and to the greatest extent, reasonably possible.

ARTICLE 15 DESIGN REVIEW; CONSTRUCTION

Section 15.1 *Design Review.* No part or appurtenance of or to any Unit visible outside the Unit (e.g., windows, doors, awnings, etc.) shall be added or altered in appearance or color or modified without approval by (i) the Board or (ii) the Architectural Review Committee governing the Project and established by the Board, if any, in their sole discretion, and by the Master Architectural Review Committee. In addition, no alteration or additions to the Common Elements shall be made unless first approved in writing by the same. All modifications approved under this section shall reasonably conform to and harmonize with existing surroundings and structures.

Section 15.2 *Construction by Unit Owners.* Construction performed on any Unit must be performed in a good and workmanlike manner and in accordance with this Declaration and the Rules and Regulations.

ARTICLE 16 MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers or guarantors of first mortgages on Units. To the extent permitted under Colorado law and applicable, necessary, or proper, the provisions of this **Article 16** apply to the Association Documents, as adopted by the Association and in effect from time-to-time.

Section 16.1 *Distribution of Insurance or Condemnation Proceeds.* In the event of a distribution of insurance proceeds or condemnation awards allocable among the Units for losses to, or taking of, all or part of the Common Elements, neither the Unit Owner nor any other Person shall take priority in receiving the distribution over the right of any mortgagee who is a beneficiary of a first mortgage against the Unit, unless distribution to the Unit Owner or other Person is in accord with the deed of trust.

Section 16.2 *Notice of Action.* Any first mortgagee or any agency which holds, insures or guarantees a first mortgage on a Unit, upon written request to the Association (which request shall include the agency's name and address and the Unit number to be valid), will be entitled to timely written notice of:

Section 16.2.1 Any proposed amendment of the Association Documents effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (ii) the interest in the Common Elements appurtenant to the Unit or the Common Expense Liability relating thereto; (iii) the number of votes in the Association relating to any Unit; or (iv) the purposes to which any Unit or the Common Elements are restricted or any amendment set forth in **Section 17.2** below;

Section 16.2.2 Any proposed termination of the Project created pursuant to this Declaration;

Section 16.2.3 Any condemnation loss or casualty loss which affects a material portion of the Project or which affects any Unit on which the first mortgage is held;

Section 16.2.4 Any delinquency in the payment of Assessments owed by a Unit Owner subject to the mortgage where such delinquency has continued for a period of sixty (60) days; and

Section 16.2.5 Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to **Article 8**.

Section 16.3 *No Further Rights.* Nothing contained in this **Article 16**, or otherwise set forth in this Declaration or other Association Documents, shall be construed or deemed to grant any first mortgagee or other parties, other than Unit Owners holding mortgage or other interests in or to any Units, any rights of consent, approval or veto with respect to any actions by or on behalf of the Unit Owners, the Board or the Association, whether with respect to the Project, or any Unit, or otherwise.

ARTICLE 17 DURATION OF COVENANTS AND AMENDMENT

Section 17.1 *Term.* The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the termination provisions of the Act and herein set forth.

Section 17.2 *Amendment.* This Declaration, or any provision of it, may be amended at any time by the vote of Unit Owners holding not less than sixty-seven percent (67%) of the Allocated Interests at a meeting of the Association called for that purpose. Any amendment must be executed by the President of the Association and recorded with the Clerk and Recorder. Approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval by a sufficient number of Unit Owners and/or Allocated Interests of the amendment. Notwithstanding the foregoing, Declarant, during the period of time set forth in **Section 10.1** herein, acting alone, reserves to itself the right and power to modify and amend this Declaration and the Plat to the fullest extent permitted under the Act and the Declaration.

Section 17.3 *Revocation.* This Declaration shall not be revoked nor shall the planned common interest regime created hereby be terminated (except as provided in **Article 12** regarding total destruction and **Article 13** regarding total condemnation), without (io) the consent of Unit Owners representing at least sixty-seven percent (67%) of the Allocated Interests, as evidenced by a written instrument duly recorded with the Clerk and Recorder.

ARTICLE 18 PROHIBITION AGAINST TIMESHARING

No Unit Owner shall offer or sell any interest in such Unit under a “timesharing” or “interval ownership” plan, or any similar plan.

ARTICLE 19 GENERAL PROVISIONS

Section 19.1 *Restriction on Declarant Power.* Notwithstanding anything to the contrary contained herein, no rights or powers reserved to the Declarant hereunder shall exceed the time limitations or permissible extent of such rights and powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole, but shall be adjusted as is necessary to comply with the Act (but to the most limited extent possible).

Section 19.2 *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 19.3 *Alternative Dispute Resolution.* Prior to commencement of any legal proceeding, any controversy between the Association and a Unit Owner not involving eminent threats to the peace, health or safety of the Project or of any Unit Owners, Common Elements, or Units, may be unilaterally submitted to mediation by either party and said mediation shall be completed in good faith before any opposing party may commence the legal proceeding. The statute of limitations will be tolled during the period of mediation. Any mediation agreement entered into as a result of such mediation may be presented to the court of competent jurisdiction as a stipulation. If a party subsequently violates a court-entered stipulation, the other party may apply immediately to the court for relief.

Section 19.4 *Conflicts Between Documents.* In case of conflict between this Declaration and the Articles and/or Bylaws of the Association, this Declaration shall control. In the case of conflict between the Articles and the Bylaws, the Articles shall control. In case of conflict between this Declaration and the Master Declaration, the Master Declaration shall control.

IN WITNESS WHEREOF, Declarant has duly adopted, executed and delivered this Declaration, effective as of the Effective Date.

DECLARANT:

VISTA PARK DEVELOPMENT, LLC
a Colorado limited liability company

By: _____
Managing Member

STATE OF COLORADO)
)
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Managing Member of Vista Park Development, LLC, a Colorado limited liability company.

Notary Public

EXHIBIT "A"
THE PLANNED COMMON INTEREST COMMUNITY OF
VISTA PARK COMMONS

Property Description

Lots 30-34 of the Ridgway USA Development by the Ridgway Land Company, according to the recorded plat filed October 9, 1990 at Reception No 147701, Town of Ridgway, County of Ouray, State of Colorado.

From: Guthrie
To: [Shay Coburn](#)
Cc: [Joseph Nelson](#); [Jack Young](#)
Subject: Vista Park Commons - Mineral Rights Owner Notification
Date: Tuesday, January 16, 2018 2:17:07 PM

Shay,

I have been to the Assessor's office to research the mineral rights on Lots 30-34. Susie Mayfield worked with me on this. To the best of our review, the mineral rights have never been severed from the land in question.

CRS 24-65.5-103(2) provides:

(2) (a) The applicant shall identify the mineral estate owners entitled to notice pursuant to this section by examining the records in the office of the county tax assessor and clerk and recorder of the county in which the real property is located, including the appropriate request for notification pursuant to subsection (3) of this section. Notice shall be sent to the last-known address of the mineral estate owner as shown by such records.

(b) If such records do not identify any mineral estate owners, including their addresses of record, the applicant shall be deemed to have acted in good faith and shall not be subject to further obligations under this article. The applicant shall not be liable for any errors or omissions in such records.

So, please make a note that we have acted in good faith and that to the best of our review, there are no known mineral rights owners to give notice to.

Best regards,
Guthrie
901-484-4747

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

GEOTECHNICAL ENGINEERING STUDY
RIDGWAY VILLAGE HOUSING DEVELOPMENT
REDCLIFF DRIVE
RIDGWAY, COLORADO

Prepared for:

JSN

PROJECT NUMBER: M17003GE

APRIL 25, 2017

P. O. BOX 3986
GRAND JUNCTION, CO 81502
(970) 245-6508
FAX: (970) 248-9768

P. O. BOX 0045
MONTROSE, CO 81402
(970) 249-2154
FAX: (970) 249-3262

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

April 25, 2017

JSN
P.O. Box 318
Ridgway, Colorado

Attention: Mr. Joseph Nelson

Subject: Geotechnical Engineering Study for the
Proposed Ridgway Village Housing Development
Ridgway, Colorado

Mr. Nelson:

Lambert and Associates is pleased to present our geotechnical engineering study for the subject project. The field study was completed March 27, 2017. The laboratory study was completed on April 12, 2017. The analysis was performed and the report prepared April 13 through 25, 2017. Our geotechnical engineering report is attached.

We are available to provide material testing services for soil and concrete and provide foundation excavation observations during construction. We recommend that Lambert and Associates, the geotechnical engineer, for the project provide material testing services to maintain continuity between design and construction phases.

If you have any questions concerning the geotechnical engineering aspects of your project please contact us. Thank you for the opportunity to perform this study for you.

Respectfully submitted,

LAMBERT AND ASSOCIATES



Daniel R. Lambert, P.E.

P. O. BOX 3988
GRAND JUNCTION, CO 81502
(970) 245-6508
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1.0 INTRODUCTION

This report presents the results of the geotechnical engineering study we conducted for the proposed multi-family residential development site. The study was conducted at the request of Mr. Joseph Nelson, JSN, in accordance with our proposal for geotechnical engineering services dated January 19, 2017.

The conclusions, suggestions and recommendations presented in this report are based on the data gathered during our site and laboratory study and on our experience with similar soil conditions. Factual data gathered during the field and laboratory work are summarized in Appendices A and B.

1.1 Proposed Construction

It is our understanding the proposed development is to include approximately twenty-two (22) residential structures and associated parking and drive areas and utilities.

1.2 Scope of Services

Our services included geotechnical engineering field and laboratory studies, analysis of the acquired data and report preparation for the proposed site. The scope of our services is outlined below.

- The field study consisted of describing and sampling the soil materials encountered in nine (9) small diameter continuous flight auger advanced test borings in the general vicinity of the proposed structures.
- The materials encountered in the test borings were described and samples retrieved for the subsequent laboratory study.
- The laboratory study included tests of select soil samples obtained during the field study to help assess:
 - . the soil strength potential (internal friction angle and cohesion) of samples tested,
 - . the swell and expansion potential of the samples tested,
 - . the settlement/consolidation potential of the samples tested, and
 - . the moisture content and density of samples tested.
- This report presents our geotechnical engineering comments, suggestions and recommendations for planning and design of site development including:

- . viable foundation types for the conditions encountered,
 - . allowable bearing pressures for the foundation types,
 - . lateral earth pressure recommendations for design of laterally loaded walls,
 - . geotechnical engineering considerations and recommendations for concrete slab on grade floors, and
 - . geotechnical engineering considerations and recommendations for compacted structural fill.
- Our comments, suggestions and recommendations are based on the subsurface soil and ground water conditions encountered during our site and laboratory studies.
- Our study did not include any environmental or geologic hazard issues.

2.0 SITE CHARACTERISTICS

Site characteristics include observed existing and pre-existing site conditions that may influence the geotechnical engineering aspects of the proposed site development.

2.1 Site Location

The site is located east of Redcliff Drive, Ridgway, Colorado. A project vicinity map is presented on Figure 1.

2.2 Site Conditions

The site is relatively flat exhibiting surface drainage away from the elevated eastern portion of the site. A small ditch is located on the eastern portion of the site. The site is bordered to the north and west by Redcliff Drive, to the east by a vacant, undeveloped parcel and to the south by the Ridgway Christian Center.

2.3 Subsurface Conditions

The subsurface exploration consisted of observing, describing and sampling the soil materials encountered in nine (9) small diameter test borings. The approximate locations of the test borings are shown on Figure 2. The logs describing the soil materials encountered in the test borings are presented in Appendix A.

The soil materials encountered in the test borings consisted generally of sandy, silty clay materials underlain by sandy, clayey gravels and cobbles. The granular materials were encountered at approximate depths of two (2) to ten and one half (10-1/2) feet below existing site grades.

Free subsurface water was encountered at approximate depths of five and one-half (5-1/2) to seven (7) feet below existing site grades.

It may be necessary to install standpipe piezometers in areas where basements will be planned and the free subsurface water elevation monitored for a significant period of time to help identify the anticipated highest elevation of the free subsurface water.

It is difficult to predict if unexpected subsurface conditions will be encountered during construction. Since such conditions may be found, we suggest that the owner and the contractor make provisions in their budget and construction schedule to accommodate unexpected subsurface conditions.

2.4 Site Geology

A brief discussion of the general geology of the area near the site is presented in Appendix C. The surface geology of the site was determined by observation of the surface conditions at the site and observing the soils encountered in the test borings on the site.

2.5 Seismicity

According to the International Building Code, 2009 Edition, based on the subsurface conditions encountered and the assumption that the soils described in the test borings are likely representative of the top 100 feet of the soil profile, we recommend that the site soil profile be S_p .

3.0 PLANNING AND DESIGN CONSIDERATIONS

All of the suggestions and design parameters presented in this report are based on high quality craftsmanship, care during construction and post construction cognizance of the potential for swell or settlement of the site support materials and appropriate post construction maintenance.

All construction excavations should be sloped to prevent excavation wall collapse. We suggest that as a minimum the excavation walls should be sloped at an inclination of one-and-one-half (1-1/2) to one (1) (horizontal to vertical) or flatter. The area above the foundation excavations should be observed at least daily for evidence of slope movement during construction. If evidence of slope movement is observed we should be contacted immediately.

We anticipate that excavation and fill placement operations may be associated with the proposed site development. Excavations in the area which generate vertical or sloped exposures should be kept to a minimum.

Excavations which result in cut slopes with a vertical height greater than about four (4) feet or with a slope or structure above should be analyzed on a site specific basis. Temporary excavation cut slopes in competent material should not exceed a one-and-one-half to one (1-1/2 to 1) (horizontal to vertical) inclination. All construction excavations should conform to Occupational Safety and Health Administration (OSHA) standards or safer. All permanent slopes should be constructed with inclinations of approximately three to one or flatter.

We anticipate that some embankment fill slopes will be constructed on the site. Fill slopes greater than about three (3) feet vertical height or fill slopes supporting structures will require additional analysis. We recommend that each proposed fill slope on the site be analyzed on a per site basis when the proposed site configuration and fill material has been determined. If fill slopes will be constructed on site we should be contacted to provide geotechnical engineering review and recommendations for the design and construction of the slopes.

Generally, fill material placed on a site surface which will be used to support structures or additional fill material should be placed so that the contact between the existing site surface and the added fill material will be strong enough to support the added load. This should be addressed on a site and fill area specific basis. The technique recommended will be based on the site configuration, the finished fill configuration the actual material to be used for the fill material and the size of the area thus constructed. Frequently the preparation of the site area to receive fill material will include removing organic and loose near surface native material in the area to receive fill material, placing the material in thin horizontal lifts which are compacted at the appropriate moisture content. Some fill areas could benefit

from the installation of a subsurface drain system at the fill material/natural material contact. We are available to, and recommend that, we discuss this with you and provide site and fill specific recommendations when this portion of your development plan merits the additional study.

4.0 ON-SITE DEVELOPMENT CONSIDERATIONS

We anticipate that the subsurface water elevation may fluctuate with seasonal and other varying conditions. Excavations may encounter subsurface water and soils that tend to cave or yield. If water is encountered it may be necessary to dewater construction excavations to provide more suitable working conditions. Excavations should be well braced or sloped to prevent wall collapse. Federal, state and local safety codes should be observed. All construction excavations should conform to Occupational Safety and Health Administration (OSHA) standards or safer.

The site construction surface should be graded to drain surface water away from the site excavations. Surface water should not be allowed to accumulate in excavations during construction. Accumulated water could negatively influence the site soil conditions. Construction surface drainage should include swales, if necessary to divert surface water away from the construction excavations.

Organic soil materials in areas to receive fill material or structure components should be removed. The organic soil materials are not suitable for support of the structure or structural components.

Man placed fill material exists on site. The quality of the man placed fill is not known and may not be suitable for support of the structure or structural components. The quality of the existing man placed fill should be verified or the fill removed and replaced with compacted structural fill prior to supporting building or building components on the fill.

It has been our experience that sites in developed areas may contain existing subterranean structures or poor quality man placed fill. If subterranean structures or poor quality man placed fill are suspected or encountered, they should be removed and replaced with compacted structural fill as discussed under COMPACTED STRUCTURAL FILL below.

The soil materials exposed in the bottom of the excavation may be moist and may become yielding under construction traffic during

construction. It may be necessary to use techniques for placement of fill material or foundation concrete which limits construction traffic in the vicinity of the very moist soil material. If yielding should occur during construction it may be necessary to construct a subgrade stabilization fill blanket or similar to provide construction traffic access. The subgrade stabilization blanket may include over excavating the subgrade soils one (1) to several feet and replacing with aggregate subbase course type material. The stabilization blanket may also include geotextile stabilization fabric at the bottom of the excavation prior to placement of aggregate subbase course stabilization fill. Other subgrade stabilization techniques may be available. We are available to discuss this with you.

5.0 FOUNDATION SUPPORT CHARACTERISTIC

Two criteria for foundation design which must be satisfied for satisfactory performance are:

- 1) contact stresses must be low enough to preclude shear failure of the foundation soils which would result in lateral movement of the soils from beneath the foundation, and
- 2) settlement or heave of the foundation must be within amounts tolerable to the superstructure.

The soil materials encountered in the test borings have varying engineering characteristics that may influence the design and construction considerations of foundations. The characteristics include swell potential, settlement potential, bearing capacity and the bearing conditions of the soils supporting the foundations. These are discussed below.

5.1 Swell Potential

Some of the materials encountered in the test borings at the anticipated foundation depths may have swell potential. Swell potential is the tendency of the soil to increase in volume when it becomes wetted. The volume change occurs as moisture is absorbed into the soil and water molecules become attached to or adsorbed by the individual clay platlets. Associated with the process of volume change is swell pressure. The swell pressure is the force the soils applies on its surroundings when moisture is absorbed into the soil. Foundation design considerations concerning swelling soils include structure tolerance to movement and dead load pressures to help restrict uplift. The structure's tolerance

to movement should be addressed by the structural engineer and is dependent upon many facets of the design including the overall structural concept and the building material. The uplift forces or pressure due to wetted clay soils can be addressed by designing the foundations to account for swelling soils.

5.2 Settlement Potential

Settlement potential of a soil is the tendency for a soil to experience volume change when subjected to a load. Settlement is characterized by downward movement of all or a portion of the supported structure as the soil particles move closer together resulting in decreased soil volume. Settlement potential is a function of foundation loads, depth of footing embedment, the width of the footing and the settlement potential or compressibility of the influenced soil. Foundation design considerations concerning settlement potential include the amount of movement tolerable to the structure and the design and construction concepts to help reduce the potential movement.

5.3 Soil Support Characteristics

The soil bearing capacity is a function of the engineering properties of the soils supporting the foundations, the foundation width, the depth of embedment of the bottom of the foundation below the lowest adjacent grade, the influence of the ground water and the amount of settlement tolerable to the structure.

Foundations for the structures should be placed on relatively uniform bearing conditions. Varying support characteristics of the soils supporting the foundation may result in nonuniform or differential performance of the foundation. The influence of nonuniform bearing conditions may be reduced by recognizing and accommodating during the site specific design.

6.0 FOUNDATION RECOMMENDATIONS

Geotechnical engineering considerations which influence the foundation design and construction recommendations presented below are discussed in Appendix D.

We have analyzed spread footing foundations as potential foundation systems for the proposed structures. These are discussed below. Due to the number of possible foundation types available and design and construction techniques there may be

design alternatives which we have not presented in this report. We are available to discuss other foundation types.

We recommend that the entire structure be supported on only one foundation type. Combining foundation types will result in differential and unpredictable foundation performance between the varying foundation types. We recommend that the structure footprint not be traversed by the cut/fill contact which would result in a portion of the structure underlain by fill material and part of the structure underlain by materials exposed by excavated cut. If this condition will exist please contact us so that we can revise our recommendations to accommodate the cut/fill contact scenario.

All of the design parameters presented below are based on techniques performed by an experienced competent contractor and high quality craftsmanship and care during construction. We recommend post construction cognizance of the volume change potential of the near surface soil materials and the need for appropriate post construction maintenance.

The spread footing recommendations include recommended design and construction techniques to reduce the influence of movement of the soil materials supporting the foundation but should not be interpreted as solutions for completely mitigating the potential for movement from the support soil material volume change.

Exterior column supports should be supported by foundations incorporated into the foundation system of the structure not supported on flatwork. Column supports placed on exterior concrete flatwork may move if the support soils below the concrete slab on grade become wetted and swell or freeze and raise or settle. Differential movement of the exterior columns may cause stress to accumulate in the supported structure and translate into other portions of the structure.

6.1 Spread Footing Foundations

In our analysis it was necessary to assume that the material encountered in the test borings extended throughout the building site and to a depth below the maximum depth of the influence of the foundations. We should be contacted to observe the soil materials exposed in the foundation excavations prior to placement of foundations to verify the assumptions made during our analysis.

The bottom of the foundation excavations should be thoroughly cleaned and observed when excavated. Any loose or disturbed

material exposed in the foundation excavation should be removed or compacted prior to placing foundation concrete.

The bottom of the foundation excavations should be compacted prior to placing compacted structural fill or foundation concrete. We suggest the materials exposed be compacted to at least ninety (90) percent of the materials moisture content-dry density relationship (Proctor) test, ASTM D1557. Excavation compaction is to help reduce the influence of any disturbance that may occur during the excavation operations. Any areas of loose, low density or yielding soils evidenced during the excavation compaction operation should be removed and replaced with compacted structural fill. Caution should be exercised during the excavation compaction operations. Excess rolling or compacting may increase pore pressure of the subgrade soil material and degrade the integrity of the support soils. Loose or disturbed material in the bottom of the foundation excavations which are intended to support structural members will likely result in large and unpredictable amounts of settlement, if the loose or disturbed material is not removed or compacted.

The bottom of any footings exposed to freezing temperatures should be placed below the maximum depth of frost penetration for the area. Refer to the local building code for details.

All footings should be appropriately proportioned to reduce the post construction differential settlement. Footings for large localized loads should be designed for bearing pressures and footing dimensions in the range of adjacent footings to reduce the potential for differential settlement. We are available to discuss this with you.

Foundation walls should be reinforced for geotechnical engineering purposes. The structural engineer should be consulted for foundation design. The structural engineering reinforcing design tailored for this project will be more appropriate than the suggestions presented above.

The structures may be founded on spread footings. We recommend the use of a blanket of structure fill material beneath the spread footing foundation members. Spread footings may be placed either on the natural undisturbed soils or on a blanket of compacted structural fill. The blanket of compacted structural fill is to help provide uniform support for the footings and to help reduce the theoretical calculated post construction settlement. The theoretical calculated post construction settlement and associated fill thickness supporting the footings are presented below.

We suggest that you consider the foundation be supported on a blanket of compacted structural fill at least one (1) foot thick to help mask the influence of volume change soil materials supporting the footings. The blanket of compacted structural fill will not prevent movement of the footings from volume change in the support soil materials but will mask the influence of volume changes of the soils supporting the footings. If the footings are supported on a blanket of compacted structural fill the blanket of compacted structural fill should extend beyond each edge of each footing a distance at least equal to the fill thickness. This concept is shown on Figure 3. Geotechnical engineering recommendations for constructing compacted structural fill are presented below.

All footings should have a minimum depth of embedment of at least one (1) foot below the lowest adjacent grade when placed either on the natural undisturbed soils or a blanket of compacted structural fill. Deeper embedment will be needed for footings exposed to exterior climate.

The bearing capacity will depend on the minimum depth of embedment of the bottom of the footings below the lowest adjacent grade and the support characteristics of the soils supporting the foundation. Other characteristics may influence embedment. The embedment concept is shown on Figure 4. Bearing capacity and associated minimum depth of embedment of the bottom of the footing below the lowest adjacent grade are presented below.

SPREAD FOOTING		
SOIL BEARING CAPACITY		
CONTINUOUS	ISOLATED	D*
(POUNDS PER SQUARE FOOT)	(FOOT)	(feet)
1,025	1,100	0
1,175	1,250	1
1,350	1,425	2
1,500	1,575	3

D* Minimum depth of embedment for footings adjacent to level areas.

If deeper embedment is considered for increased bearing capacity greater than presented above, we should be contacted to provide additional analysis and recommendations as needed. The bearing capacity design value is based on several considerations and these may change with depth.

The bearing capacity may be increased by about twenty (20) percent for transient loads such as wind and seismic loads.

It is our opinion that footings exposed to frost or freezing ground influences and all exterior footings should be embedded to frost depth or deeper. Interior footings should have a minimum depth of embedment of at least one (1) foot on all sides to provide a more predictable long term performance of the footing. We understand that construction techniques typically used in the area may result in some of the footings in the crawl space constructed without significant embedment of the bottom of the footing below the lowest adjacent grade. For this reason we have provided design values for footings constructed with little or no embedment. It is our opinion that the performance of footing constructed without embedment may be influenced by erosion, temperature changes, moisture content changes, swell potential of the soil supporting the footings and weathering of the soils supporting the footings and will have a less predictable settlement response than footings with embedment.

Exterior footings and footings with uneven backfill may result in movement of the footings. Embedment of the footings on all sides will help reduce the potential for movement of footings with uneven backfill. We do not recommend exterior footings or footings with uneven backfill be constructed without a minimum depth of embedment of the bottom of the footing below the lowest adjacent grade of at least one (1) foot on all sides of the interior footings and frost depth for exterior footings.

The minimum depth of embedment is sufficient only to develop the bearing capacity for design purposes and does not account for frost influences. Actual design and construction should result in interior footings with one (1) foot or more embedment and exterior footings with frost depth or more embedment. Typically deeper embedment will increase bearing capacity and decrease post construction settlement and decrease the influence of expansive soils.

The soil samples tested had measured swell pressures of up to approximately 600 pounds per square foot and the actual swell pressure of the support materials could be greater. When wetted the site soil materials have the ability to raise supported foundation members with loads less than the swell pressure. The foundation design should be as rigid as possible with as high of a dead load as can be available. The greater the dead load on the footings the less the potential for movement from the foundation soils should they become wetted. If the soils become wetted they will swell and will raise the foundation portions supported on the wetted soils. If the structure is supported on spread footings the

owner must realize that post construction movement of the footings is likely. We are available to discuss the implications of supporting foundations on swelling soils.

Interior column loads supported on spread footings which are structurally connected to the other foundation members will provide more uniform performance of the interior footings with respect to the other foundation members and will help reduce the potential differential settlement between interior and exterior foundation members. The foundation walls should be designed to act as beams to distribute stresses associated with the swelling volume changes of soils. The beam design should be addressed by the project structural engineer.

Exterior column supports should be supported by foundations incorporated into the foundation system of the structure not supported on flatwork. Column supports placed on exterior concrete flatwork may move if the support soils below the concrete slab on grade become wetted and swell or freeze and raise or settle. Differential movement of the exterior columns may cause stress to accumulate in the supported structure and translate into other portions of the structure.

The calculated theoretical estimated post construction settlement and swell potential may be reduced by placing the footings on a blanket of compacted structural fill. The calculated theoretical estimated post construction settlement and associated thickness of compacted structural fill are presented below.

THICKNESS OF COMPACTED STRUCTURAL FILL SUPPORTING FOOTINGS	CALCULATED THEORETICAL ESTIMATED POST CONSTRUCTION SETTLEMENT FOR CONTINUOUS SPREAD FOOTINGS (INCHES)
0	7/8 to 1-1/8
1 foot	5/8 to 3/4
2 feet	3/8 to 1/2

THICKNESS OF COMPACTED STRUCTURAL FILL SUPPORTING FOOTINGS	CALCULATED THEORETICAL ESTIMATED POST CONSTRUCTION SETTLEMENT FOR ISOLATED SPREAD FOOTINGS (INCHES)
0	7/8 to 1-1/8
1 foot	5/8 to 3/4
2 feet	3/8 to 1/2

The calculated theoretical settlement estimated values above are appropriate for continuous spread footings with a width of about two (2) feet or less and isolated spread footings with a width of about three (3) feet or less. Larger footings should be analyzed on a footing, load and width specific basis.

Footings should be sized so that each footing is in a similar size and load range as nearby footings to encourage similar performance. Very large footings or heavily loaded footings will influence the support soil materials to a deeper depth than small or lightly loaded footings and therefore will have different post construction performance.

The calculated settlement estimates are theoretical only. Actual settlement could vary throughout the site and with time.

If the footings are supported on a blanket of compacted structural fill, the blanket of compacted structural fill should extend beyond each edge of each footing a distance at least equal to the fill thickness. This concept is shown on Figure 3. Compacted Structural Fill is discussed in section 8.0 below.

The site soil samples tested have a measured swell pressure up to approximately 600 pounds per square foot and the actual swell pressure of the support material could be greater. This swell pressure was measured for soils at the initial moisture content of the soil sample tested. The swell potential of the site soil materials could vary significantly and could be greater than that measured. The measured swell pressure may be influenced by disturbance of the sample during the sampling operation and the soil suction potential and initial moisture content.

The foundation design should be as rigid as possible with as high of a dead load as can be available. The greater the dead load on the footings the less the potential for movement from the foundation soils should they become wetted. If the soils become wetted they will swell and will raise the foundation portions supported on the wetted soils.

Changes in the initial moisture content will significantly influence the swell pressure of the site soils. If the initial moisture content of the foundation soils is less than that of the test sample the actual swell pressures will likely be significantly higher than measured. If the initial moisture content of the foundation soils is greater than that of the test sample the actual swell pressures may be less than measured.

If lightly loaded structure members are supported on spread footings on expansive soil material then the owner must realize that post construction movement of the footings is likely. These lightly loaded areas of the footing should be designed with sufficient structural integrity to resist the forces from swelling soils.

Foundation members that will have significantly small or low dead loads, such as foundations beneath wall openings such as doorways, may be provided with a strengthened grade beam and/or positive separation between the foundation concrete and the underlying soil materials. That separation may be provided by using commercial void form material. We recommend that the structural engineer be consulted concerning the void form design concept.

If the void form design concept is part of the foundation design we suggest that the foundation design may consider including a four (4) to six (6) inch corrugated paper void form material beneath the footings in the lightly loaded portions of the foundation. The corrugated paper void forms provide temporary support for foundation concrete during construction. The low strength of the void form material is intended to allow the underlying soil materials to expand into the void form thereby exerting less or no uplift pressure on the foundation in the areas it is used. We are available to discuss the implications of supporting foundations on swelling soils.

The bottom of the foundation excavations should be thoroughly cleaned and observed by the project Geotechnical Engineer or his representative when excavated. Any loose or disturbed material exposed in the foundation excavation should be removed or remedied prior to additional construction.

We recommend that we be contacted to observe the foundation excavations and backfill operations during construction to verify the soil support conditions and our assumptions upon which our recommendations are based. If necessary we may revise our recommendations based on our observations. We are available to provide material testing services during the construction phase of the project.

7.0 INTERIOR FLOOR SLAB DISCUSSION

It is our understanding that, as currently planned, the floor may be either a concrete slab on grade or a supported structural floor. The natural soils that will support interior floor slabs are stable

at their natural moisture content. However, the owner should realize that when wetted, the site soils may experience volume changes. The site soil samples tested had a measured swell pressures of up to approximately 600 pounds per square foot and an associated magnitude of 1.2 percent of the wetted soil volume at a surcharge load of 100 pounds per square foot and the actual swell pressure could be greater.

The recommendations in this report do not address a monolithic floor slab/footing combination. The design and construction characteristics of the monolithic floor slab need geotechnical engineering design parameters tailored specifically for a monolithic slab and integral footing. Generally this type foundation/floor combination in this area with these site conditions does not perform as well as other choices.

Conditions which vary from those encountered during our field study may become apparent during excavation. We should be contacted to observe the conditions exposed at concrete slab on grade subgrade elevation to verify the assumptions made during the preparation of this report and to provide additional geotechnical engineering suggestions and recommendations as needed.

Engineering design dealing with swelling soils is an art which is still developing. The owner is cautioned that the soils on this site may have swelling potential and concrete slab on grade floors and other lightly loaded members may experience movement when the supporting soils become wetted. We suggest you consider floors suspended from the foundation systems as structural floors or a similar design that will not be influenced by subgrade volume changes. If the owner is willing to accept the risk of possible damage from swelling soils supporting concrete slab on grade floors, the following recommendations to help reduce the damage from swelling soils should be followed. These recommendations are based on generally accepted design and construction procedures for construction on soils that tend to experience volume changes when wetted and are intended to help reduce the damage caused by swelling soil materials. Lambert and Associates does not intend that the owner, or the owner's consultants should interpret these recommendations as a solution to the problems of swelling soils, but as measures to reduce the influence of swelling soils.

The shallow soil materials tested have a low to moderate volume change potential under light loading conditions. Concrete slab on grade floors may experience significant movement when supported by the natural onsite soils. Concrete slab on grade floors will

perform best if designed to tolerate movement introduced by the subgrade soil materials.

Concrete flatwork, such as concrete slab on grade floors, should be underlain by compacted structural fill. The layer of compacted fill should be at least one (1) foot thick or thicker and constructed as discussed under COMPACTED STRUCTURAL FILL below. A one (1) foot thick or thicker blanket of structural fill material beneath the concrete flatwork is not sufficient to entirely mask the settlement or swell potential of the subgrade soil material but will only provide better subgrade conditions for construction. The concrete slab on grade should be designed by a structural engineer to be compatible with the site soil conditions.

The calculated theoretical estimated post construction heave potential of the slab may be reduced by placing the slab on a blanket of compacted structural fill. The calculated theoretical estimated post construction heave, at the moisture content tested, and associated thickness of compacted structural fill are presented below.

<u>THICKNESS OF COMPACTED STRUCTURAL FILL SUPPORTING SLABS</u>	<u>CALCULATED THEORETICAL ESTIMATED POST CONSTRUCTION HEAVE (INCHES)</u>
0	3/8 to 1/2
1 foot	1/4 to 3/8
2 feet	1/8 to 1/4

The calculated post construction heave estimates are theoretical only. Actual heave could vary throughout the site and with time.

The natural soil materials exposed in the areas supporting concrete slab on grade floors should be kept very moist during construction prior to placement of concrete slab on grade floors. This is to help increase the moisture regime of the potentially expansive soils supporting floor slabs and help reduce the expansion potential of the soils. We are available to discuss this concept with you.

Concrete slab on grade floors should be provided with a positive separation, such as a slip joint, from all bearing members and utility lines to allow their independent movements and to help reduce possible damage that could be caused by movement of soils supporting interior slabs. The floor slab should be constructed as a floating slab. All water and sewer pipe lines should be isolated from the slab. Any equipment placed on the floating floor slab should be constructed with flexible joints to accommodate future

movement of the floor slab with respect to the structure. We suggest partitions constructed on the concrete slab on grade floors be provided with a void space above or below the partitions to relieve stresses induced by elevation changes in the floor slab.

Floor slabs should not extend over foundations or foundation members. Floor slabs which extend over foundations or foundation members will likely experience post construction movement as a result of foundation movements. We are available to discuss this with you.

The concrete slabs should be scored or jointed to help define the locations of any cracking. We recommend that joint spacing be designed as outlined in ACI 224R. In addition joints should be scored in the floors a distance of about three (3) feet from, and parallel to, the walls.

It should be noted that when curing fresh concrete experiences shrinkage. This shrinkage almost always results in some cracks in the finished concrete. The actual shrinkage depends on the configuration and strength of the concrete and placing and finishing techniques. The recommended joints discussed above are intended to help define the location of the cracks but should not be interpreted as a solution to shrinkage cracks. The owner must understand that concrete flatwork will contain shrinkage cracks after curing and that all of the shrinkage cracks may not be located in control joints. Some cracking at random locations may occur.

If moisture migration through the concrete slab on grade floors will adversely influence the performance of the floor or floor coverings we suggest that a moisture barrier may be installed beneath the floor slab to help discourage capillary and vapor moisture rise through the floor slab. The moisture barrier may consist of a heavy plastic membrane, six (6) mil or greater, protected on the top and bottom by clean sand. The clean sand will help to protect the plastic from puncture. The layer of clean sand on the top of the plastic membrane will help the overlying concrete slab cure properly. According to the American Concrete Institute, proper curing requires at least three (3) to six (6) inches of clean sand between the plastic membrane and the bottom of the concrete. The plastic membrane should be lapped and taped or glued and protected from punctures during construction.

If the moisture content of the slab on grade floor will be influential to the performance of the future floor coverings then

the moisture content of the slab can be measured. We are available to monitor the floor slab moisture content prior to the installation of the floor covering. If this service is needed please contact us during the construction phase of the project.

The Portland Cement Association suggests that welded wire reinforcing mesh is not necessary in concrete slab on grade floors when properly jointed. It is our opinion that welded wire mesh may help improve the integrity of the slab on grade floors. We suggest that concrete slab on grade floors should be reinforced, for geotechnical purposes, with at least 6 x 6 - W2.9 x W2.9 (6 x 6 - 6 x 6) welded wire mesh positioned midway in the slab. The structural engineer should be contacted for structural design of floor slabs.

8.0 PAVEMENT SECTION DESIGN RECOMMENDATIONS

It is our understanding that the proposed development will include paved parking and drive areas. The paved areas will include gravel or asphalt paved parking areas. Our pavement section analysis was based on estimated traffic volumes, laboratory test results of the soils sampled during our field study, and on our experience on similar projects. The traffic volumes used in our analysis assumed 18,000 pound equivalent single axle loads (ESALs) of 20,000 and 40,000 repetitions for a twenty (20) year life. Our analysis included pavement sections based on dynamic loading as discussed in the Colorado Department of Transportation 2004 Pavement Design Manual.

8.1 Subgrade Preparation

Proper performance of the subgrade support soils requires surface preparation, scarification and moisture conditioning, compaction, and surface and subsurface drainage during construction prior to placement of the overlying pavement section materials.

Subgrade preparation may result in areas which yield under construction traffic. If yielding areas are encountered during subgrade preparation in the paved areas, the subgrade material may be overexcavated to a depth of about one foot below the subgrade elevation or more if needed and backfilled with a compacted structural fill. The structural fill material may aid in construction of the paved areas subgrade. The structural fill material should be an aggregate subbase course or aggregate base course type material placed and compacted as discussed below.

All organic and other deleterious material should be removed from the areas proposed for pavement section construction. The soils exposed by the removal of the organic materials should be scarified to a depth of about twelve (12) inches, moisture conditioned to near optimum moisture content, and compacted to at least ninety (90) percent of maximum dry density as defined by ASTM D1557, modified moisture content-dry density relationship (Proctor) test. The moisture conditioning may require addition of water, or air drying if the soil is too moist, in either case, the material should be sufficiently mixed to promote a uniform soil moisture content. The soils should be compacted using machinery designed for soil compaction. Wheel rolling with loaded equipment and other techniques may not provide a uniform, properly compacted roadway subgrade.

Utility trench backfill in areas supporting pavement or other structural components should be placed in thin lifts and compacted to at least ninety (90) percent of the maximum dry density as defined by ASTM D1557 to subgrade elevation.

After the subgrade soils have been prepared the surface should be crowned or surface graded in the same orientation as the proposed final surface of the asphalt pavement. The reason for this is to promote water migration away from the roadway more readily. If the subgrade soil surface is not graded to properly drain, water may accumulate within the pavement section soils. The increased moisture content and subsequent soil strength decrease may promote pavement section support degradation. If a full section asphalt concrete design is used, the subgrade soils should be graded parallel the final asphalt concrete surface for drainage so that a uniform asphalt concrete thickness exists.

8.2 Aggregate Sub-Base and Base Course Material Characteristics and Placement

Specific aggregate types and sources for potential use on the project were not known at the time of the preparation of this report. Our analysis assumed that the proposed aggregate base course would consist of a Class 6 type material, and the aggregate sub-base course would consist of a Class 2 type material, as designated in the "Colorado Department of Highways Standard Specification for Road and Bridge Construction", 1991. If it is desirable to use material which does not meet these criteria we should be contacted to assess the specific material characteristics of the proposed road base and provide additional pavement design sections for differing materials.

The aggregate sub-base and base course materials should be placed on the prepared subgrade soils as soon as possible after the subgrade soils are compacted and graded to drain. Placement of the aggregate materials will help limit the influence of construction and other traffic on the subgrade soil conditions.

The aggregate materials should not be allowed to become segregated either at the source, prior to hauling to the project site, or during the placement of the materials. The coarser aggregate sub-base soils have a greater tendency to become segregated, particularly during the grading and placement operations. Segregated sub-base and base course do not provide as uniform support as well blended materials.

The sub-base and base course materials should be moisture conditioned and compacted to at least ninety-five (95) percent of maximum dry density as defined by ASTM D1557, modified moisture-content-dry density relationship (Proctor) test.

8.3 Asphalt Concrete Materials and Placement

The asphalt concrete should be prepared using a mix design which has been prepared by a professional engineer experienced in asphalt concrete materials. The mix design should establish, as a minimum, the quality of the aggregates used, asphalt concrete material properties, asphalt cement content, mix and lay down temperatures. Either the Marshall Method or Hveem Stabilometer method of mix design may be used for the mix design preparation. We suggest that the asphalt concrete be compacted to between ninety-two (92) and ninety-six (96) percent of the maximum mix design density.

Aggregate shape maximum size and particle size distribution are important factors influencing the performance of an asphalt concrete mix. Crushed aggregate with fractured faces and angular shapes tend to interlock and provide an asphalt concrete with high strength and limited flexibility. Natural aggregates with rounded shapes tend to provide an asphalt concrete which is more flexible and may have lower strengths than mixes produced with angular shaped aggregates. Incorrect particle or grain size distribution of the aggregate used to manufacture the asphalt concrete can result in poor performance of the in-place asphalt mix. The grain size distribution of the mix aggregate will influence the size and volume of voids and the stability of the asphalt mix. Verification of the asphalt mix design aggregate properties and the asphalt concrete mix should be performed by testing prior to and during the paving operation.

8.4 Flexible Pavement Design Sections

Our laboratory analysis of the support characteristics of the subgrade soils on the project included a California Bearing Ratio test. A "CBR" value of 1.2 was used in our analysis. Alternative pavement sections are presented below. The pavement thickness sections below are based on the Design Nomograph for Flexible Pavements as recommended in the Colorado Department of Transportation 2004 pavement Design Manual.

Construction traffic will have a greater influence on the performance of the pavement section than the commercial use after construction. The design recommendations presented below are based on typical post construction commercial use and do not include accommodation for heavy loading as a result of construction traffic. It may be beneficial to consider partial pavement section construction for use during on-site development construction with the section repaired and completed after the heavy construction traffic use has ended. This technique may provide a more serviceable and structurally acceptable pavement for the completed project.

PAVEMENT THICKNESS DESIGN SECTIONS

*ESAL = 40,000

Asphalt Concrete (inches)	Aggregate Base Course Class 6 or Similar (inches)	Aggregate Subbase Course Class 2 or Similar (inches)	Reconditioned Subgrade (inches)
3	4	12	12
4	4	8	12
4	10-1/2	0	12
5	7-1/2	0	12

PAVEMENT THICKNESS DESIGN SECTIONS

*ESAL = 20,000

Asphalt Concrete (inches)	Aggregate Base Course Class 6 or Similar (inches)	Aggregate Subbase Course Class 2 or Similar (inches)	Reconditioned Subgrade (inches)
3	4	8	12
3	11	0	12
4	7-1/2	0	12

* Equivalent 18,000 pounds single axle load

Pavement section considerations for Asphalt concrete and Class 6 type aggregate base course in sections which do not include Class 2 type aggregate subbase course include a subgrade stabilization fabric such as Mirafi 500X or similar placed on the prepared subgrade material prior to placing the pavement section materials. The sections tabulated above are based on this inclusion.

Pavement thickness design section of less than three (3) inches of asphalt over aggregate base course may be used, although, because of the shorter life before maintenance and the relatively poor long term performance, we suggest that this be considered as an intermediate design section only. If a lesser design section is used we suggest you consider a later asphalt overlay of appropriate thickness to extend the life of the pavement section. The overlay should be constructed prior to any visible distress occurring in the pavement.

The asphalt concrete pavement should be placed on the prepared support section as soon as possible so that interim traffic does not decrease the integrity of the support section.

9.0 COMPACTED STRUCTURAL FILL

Material characteristics desirable for compacted structural fill are discussed in Appendix D. Areas that are over excavated or slightly below grade should be backfilled to grade with properly compacted structural fill or concrete, not loose fill material. If backfilled with other than compacted structural fill material or concrete there will be significant post construction settlement proportional to the amount of loose material.

The natural on site clay soils are not suitable for use as compacted structural fill material supporting building or structure members because of their clay content and swell potential. The natural on-site soils may be used as compacted fill in areas that will not influence the structure such as to establish general site grade. We are available to discuss this with you.

All areas to receive compacted structural fill should be properly prepared prior to fill placement. The preparation should include removal of all organic or deleterious material. The areas to receive fill material should be compacted after the organic deleterious material has been removed prior to placing the fill material. The area may need to be moisture conditioned for compaction. Any areas of soft, yielding, or low density soil, evidenced during the excavation compaction operation should be removed. The area excavated to receive fill should be moisture conditioned to wet of optimum moisture content as part of the preparation to receive

fill. Fill should be moisture conditioned, placed in thin lifts not exceeding six (6) inches in compacted thickness and compacted to at least ninety (90) percent of maximum dry density as defined by ASTM D1557, modified moisture content-dry density (Proctor) test.

After placement of the structural fill the surface should not be allowed to dry prior to placing concrete or additional fill material. This may be achieved by periodically moistening the surface of the compacted structural fill as needed to prevent drying of the structural fill. We are available to discuss this with you.

The soil materials exposed in the bottom of the excavation may be moist and may become yielding under construction traffic during construction. It may be necessary to use techniques for placement of fill materials or foundation concrete which limit construction traffic in the very moist soil materials. If yielding should occur during construction it may be necessary to construct a subgrade stabilization fill blanket or similar to provide construction traffic access. We are available to discuss this with you.

We recommend that the geotechnical engineer or his representative be present during the excavation compaction and fill placement operations to observe and test the material.

10.0 LATERAL EARTH PRESSURES

Laterally loaded walls supporting soil, such as basement walls, will act as retaining walls and should be designed as such. Walls that are designed to deflect and mobilize the internal soil strength should be designed for active earth pressures. Walls that are restrained so that they are not able to deflect to mobilize internal soil strength should be designed for at-rest earth pressures. The values for the lateral earth pressures will depend on the type of soil retained by the wall, backfill configuration and construction technique. If the backfill is not compacted the lateral earth pressures will be very different from those noted below.

Lateral earth pressure (L.E.P.) values are presented below:

	Level Backfill with on-site soils <u>(pounds per cubic foot per foot of depth)</u>
Active L.E.P.	62
At-rest L.E.P.	80
Passive L.E.P.	194

The soil samples tested have measured swell pressure of about 350 to 850 pounds per square foot and the actual swell pressure of the backfill material could be greater. Our experience has shown that the actual swell pressure may be much higher. If the retained soils should become moistened after construction the soil may swell against retaining walls. The walls should be designed to resist the swell pressure of the soil materials if these are used as part of the backfill within the zone of influence. The zone of influence concept is presented on Figure 5.

The above lateral earth pressures may be reduced by overexcavating the wall backfill area beyond the zone of influence and backfilling with crushed rock type material. The zone of influence concept is presented on Figure 5.

The lateral earth pressure design parameters may change significantly if the area near the wall is loaded or surcharged or is sloped. If any of these conditions occur we should be contacted for additional design parameters tailored to the specific site and structure conditions.

Suggested lateral earth pressure (L.E.P.) values if the backfill is overexcavated beyond the zone of influence and backfilled with crushed rock are presented below.

	Level Backfill with crushed rock material <u>(pounds per cubic foot per foot of depth)</u>
Active L.E.P.	30
At-rest L.E.P.	50

If the area behind a wall retaining soil material is sloped we should be contacted to provide lateral earth pressure design values tailored for the site specific sloped conditions.

Resistant forces used in the design of the walls will depend on the type of soil that tends to resist movement. We suggest that you consider a coefficient of friction of 0.20 for the on site soil.

The lateral earth pressure values provided above, for design purposes, should be treated as equivalent fluid pressures. The lateral earth pressures provided above are for level well drained backfill and do not include surcharge loads or additional loading as a result of compaction of the backfill. Unlevel or non-horizon-

tal backfill either in front of or behind walls retaining soils will significantly influence the lateral earth pressure values. Care should be taken during construction to prevent construction and backfill techniques from overstressing the walls retaining soils. Backfill should be placed in thin lifts and compacted, as discussed in this report to realize the lateral earth pressure values.

Walls retaining soil should be designed and constructed so that hydrostatic pressure will not accumulate or will not affect the integrity of the walls. Drainage plans should include a subdrain behind the wall at the bottom of the backfill to provide positive drainage. Exterior retaining walls should be provided with perimeter drain or weep holes to help provide an outlet for collected water behind the wall. The ground surface adjacent to the wall should be sloped to permit rapid drainage of rain, snow melt and irrigation water away from the wall backfill. Sprinkler systems should not be installed directly adjacent to retaining or basement walls.

11.0 DRAIN SYSTEM

A drain system should be provided around building spaces below the finished grade and behind any walls retaining soil. The drain systems are to help reduce the potential for hydrostatic pressure to develop behind retaining walls. A sketch of the drain system is shown on Figure 6.

Subdrains should consist of a three (3) or four (4) inch diameter perforated rigid pipe surrounded by a filter. The filter should consist of a filter fabric or a graded material such as washed concrete sand or pea gravel. If sand or gravel is chosen the pipe should be placed in the middle of about four (4) cubic feet of aggregate per linear foot of pipe. The drain system should be sloped to positive gravity outlets. If the drains are daylighted, the drains should be provided with all weather outlets and the outlets should be maintained to prevent them from being plugged or frozen. We do not recommend that the drains be discharged to dry well type structures. Dry well structures may tend to fail if the surrounding soil material becomes wetted and swells or if the ground water rises to a elevation of or above the discharge elevation in the dry well. We should be called to observe the soil exposed in the excavations and to verify the details of the drain system.

12.0 CRAWL SPACE CONSIDERATIONS

We anticipate that free subsurface water may be shallow enough during wetter seasons to exist in crawl space areas or create very moist conditions in crawl space areas. We suggest that if it is desired to reduce the influence of water in the crawl space area a foundation drain should be installed as discussed above.

The surface of the crawl space may be provided with a layer of about six (6) inches of clean washed gravel or an impervious geotextile fabric to reduce the inconvenience of very moist or muddy crawl space conditions if these should occur. The crawl space should be adequately vented to reduce the potential for humidity to accumulate in the crawl space area.

13.0 BACKFILL

Backfill areas and utility trench backfill should be constructed such that the backfill will not settle after completion of construction, and that the backfill is relatively impervious for the upper few feet. The backfill material should be free of trash and other deleterious material. It should be moisture conditioned and compacted to at least ninety (90) percent relative compaction using a modified moisture content-dry density (Proctor) relationship test (ASTM D1557). Only enough water should be added to the backfill material to allow proper compaction. Do not pond, puddle, float or jet backfill soil materials.

Improperly placed backfill material will allow water migration more easily than properly recompacted fill. Improperly compacted fill is likely to settle, creating a low surface area which further enhances water accumulation and subsequent migration to the foundation soils.

Improperly placed backfill will allow water to migrate along the utility trench or backfill areas to gain access to the subgrade support soils with subsequent mobilization of the swell or settlement mechanism resulting in movement of the supported structure. Moisture migration could also result in the inconvenience of free water in the crawl space.

Backfill placement techniques should not jeopardize the integrity of existing structural members. We recommend recently constructed concrete structural members be appropriately cured prior to adjacent backfilling.

14.0 SURFACE DRAINAGE

The foundation soil materials should be prevented from becoming wetted after construction. Post construction wetting of the soil support soil materials can initiate swell potential or settlement potential as well as decrease the bearing capacity of the support soil materials. Protecting the foundation from wetting can be aided by providing positive and rapid drainage of surface water away from the structure.

The final grade of the ground surface adjacent to the structure should have a well defined slope away from the foundation walls on all sides. The ability to establish proper site surface drainage away from the structure foundation system may be influenced by the existing topography, existing structure elevations and the grades and elevations of the ground surface adjacent to the proposed structure. We suggest where possible a minimum fall of the surface grade away from the structure be that which will accommodate other project grading constraints and provide rapid drainage of surface water away from the structure. If there are no other project constraints we suggest a fall of about one (1) foot in the first ten (10) feet away from the structure foundation. Appropriate surface drainage should be maintained for the life of the project. Future landscaping plans should include care and attention to the potential influence on the long term performance of the foundation and/or crawl space if improper surface drainage is not maintained.

Roof runoff should be collected in appropriate roof drainage collection devices, such as eve gutters or similar, and directed to discharge in appropriate roof drainage systems. Roof runoff should not be allowed to fall on or near foundations, backfill areas, flatwork, paved areas or other structural members. Downspouts and faucets should discharge onto splash blocks that extend beyond the limits of the backfill areas. Splash blocks should be sloped away from the foundation walls. Snow storage areas should not be located next to the structure. Proper surface drainage should be maintained from the onset of construction through the proposed project life.

If significant water concentration and velocity occurs erosion may occur. Erosion protection may be considered to reduce soil erosion potential. A landscape specialist or civil engineer should be consulted for surface drainage design, erosion protection and landscaping considerations.

15.0 LANDSCAPE IRRIGATION

An irrigation system should not be installed next to foundations, concrete flatwork or paved areas. If an irrigation system is installed, the system should be placed so that the irrigation water does not fall or flow near foundations, flatwork or pavements. The amount of irrigation water should be controlled.

We recommend that wherever possible xeriscaping concepts be used. Generally, the xeriscape includes planning and design concepts which will reduce irrigation water. The reason we suggest xeriscape concepts for landscaping is because the reduced landscape water will decrease the potential for water to influence the long term performance of the structure foundations and flatwork. Many publications are available which discuss xeriscape. Colorado State University Cooperative Extension has several useful publications and most landscape architects are familiar with the subject. Montrose Botanical Society has a Botanical Garden, 1800 Pavilion Drive, south of Niagara Drive, Montrose, Colorado, that has a very good exhibit with examples and information regarding successful xeriscape concepts.

Due to the expansive nature of the soils tested we suggest that the owner consider landscaping with only native vegetation which requires only natural precipitation to survive. Additional irrigation water will greatly increase the likelihood of damage to the structure as a result of volume changes of the material supporting the structure.

Impervious geotextile material may be incorporated into the project landscape design to reduce the potential for irrigation water to influence the foundation soils.

16.0 SOIL CORROSIVITY TO CONCRETE

Our scope of services did not include performing chemical tests to help identify the potential for soil corrosivity to concrete.

It has been our experience that much of the soils in the area contain sufficient water soluble sulfate content to be corrosive to concrete. We suggest sulfate resistant cement be used in concrete which will be in contact with the on-site soils. American Concrete Institute recommendations for sulfate resistant cement based on the water soluble sulfate content should be used.

If it is desirable by you or your design team to help identify the potential for corrosivity to concrete at the proposed development site we suggest that site specific chemical tests be performed.

17.0 RADON CONSIDERATIONS

Our experience indicates that many of the soils in western Colorado produce small quantities of radon gas. Radon gas may tend to collect in closed poorly ventilated structures. Radon considerations are presented in Appendix D.

18.0 POST DESIGN CONSIDERATIONS

The project geotechnical engineer should be consulted during construction of the project to observe site conditions and open excavations during construction and to provide materials testing of soil and concrete.

This subsurface soil and foundation condition study is based on limited sampling; therefore, it is necessary to assume that the subsurface conditions do not vary greatly from those encountered in the field study. Our experience has shown that significant variations are likely to exist and can become apparent only during additional on site excavation. For this reason, and because of our familiarity with the project, Lambert and Associates should be retained to observe foundation excavations prior to foundation construction, to observe the geotechnical engineering aspects of the construction and to be available in the event any unusual or unexpected conditions are encountered. The cost of the geotechnical engineering observations and material testing during construction or additional engineering consultation is not included in the fee for this report. We recommend that your construction budget include site visits early during construction schedule for the project geotechnical engineer to observe foundation excavations and for additional site visits to test compacted soil.

We recommend that the observation and material testing services during construction be retained by the owner or the owner's engineer or architect, not the contractor, to maintain third party credibility. We are experienced and available to provide material testing services. We have included a copy of a report prepared by Van Gilder Insurance which discusses testing services during construction. It is our opinion that the owner, architect and engi-

neer be familiar with the information. If you have any questions regarding this concept please contact us.

We suggest that your construction plans and schedule include provisions for geotechnical engineering observations and material testing during construction and your budget reflect these provisions.

It is difficult to predict if unexpected subsurface conditions will be encountered during construction. Since such conditions may be found, we suggest that the owner and the contractor make provisions in their budget and construction schedule to accommodate unexpected subsurface conditions.

18.1 Structural Fill Quality

It is our understanding that the proposed development may include compacted structural fill. The quality of compacted structural fill will depend on the type of material used as structural fill, fill lift thickness, fill moisture condition and compactive effort used during construction of the structural fill. Engineering observation and testing of structural fill is essential as an aid to safeguard the quality and performance of the structural fill.

Fill materials placed on sloped areas require special placement techniques that key the fill materials unto the underlying support materials. These techniques include a toe key at the toe contact of the slope fill and benching the fill/natural contact up the slope into the competent natural material. The placing technique will also include subdrains at several locations to intercept subsurface water and route it away from the fill materials. We are available to discuss these techniques with you and your earthwork contractor.

Testing of the structural fill normally includes tests to determine the grain size distribution, swell potential and moisture-density relationship of the fill material to verify the material suitability for use as structural fill. As the material is placed the in-place moisture content and dry density are tested to indicate the relative compaction of the placed structural fill. We recommend that your budget include provisions for observation and testing of structural fill during construction.

Testing of the compacted fill material should include tests of the moisture content and density of the fill material placed and compacted prior to placement of additional fill material. We

suggest that a reasonable number of density tests of the fill material can best be determined on a site, material and construction basis although as a guideline we suggest one test per about each 300 to 500 square feet of each lift of fill material. Utility trench backfill may need to be tested about every 100 linear feet of lift of backfill.

18.2 Concrete Quality

It is our understanding current plans include reinforced structural concrete for foundations and walls and may include concrete slabs on grade and pavement. To insure concrete members perform as intended, the structural engineer should be consulted and should address factors such as design loadings, anticipated movement and deformations.

The quality of concrete is influenced by proportioning of the concrete mix, placement, consolidation and curing. Desirable qualities of concrete include compressive strength, water tightness and resistance to weathering. Engineering observations and testing of concrete during construction is essential as an aid to safeguard the quality of the completed concrete.

Testing of the concrete is normally performed to determine compressive strength, entrained air content, slump and temperature. We recommend that your budget include provisions for testing of concrete during construction. We suggest that a reasonable frequency of concrete tests can best be determined on a site, materials and construction specific basis although as a guideline American Concrete Institute, ACI, suggests one test per about each fifty (50) cubic yards or portion thereof per day of concrete material placed.

19.0 LIMITATIONS

It is the owner's and the owner's representatives' responsibility to read this report and become familiar with the recommendations and suggestions presented. We should be contacted if any questions arise concerning the geotechnical engineering aspects of this project as a result of the information presented in this report.

The scope of services for this study does not include either specifically or by implication any environmental or biological (such as mold, fungi, bacteria, etc.) Assessment of the site or identification or prevention of pollutants, hazardous materials or

conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be performed.

The proposed building site contains soil materials with significant swell potential. For this reason we suggest that you consult, as suggested by Senate Bill 13, a copy of Colorado Geological Survey Special Publication 11, "Home Construction on Shrinking and Swelling Soils", and a copy of CGS Special Publication 14, "Home Landscaping and Maintenance on Swelling Soils". We are available to discuss this with you.

The recommendations outlined above are based on our understanding of the currently proposed construction. We are available to discuss the details of our recommendations with you and revise them where necessary. This geotechnical engineering report is based on the proposed site development and scope of services as provided to us by Mr. Doug Macfarlane, on the type of construction planned, existing site conditions at the time of the field study, and on our findings. Should the planned, proposed use of the site be altered, Lambert and Associates must be contacted, since any such changes may make our suggestions and recommendations inappropriate. This report should be used ONLY for the planned development for which this report was tailored and prepared, and ONLY to meet information needs of the owner and the owner's representatives. In the event that any changes in the future design or location of the building are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report are modified or verified in writing. It is recommended that the geotechnical engineer be provided the opportunity for a general review of the final project design and specifications in order that the earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications.

This report does not provide earthwork specifications. We can provide guidelines for your use in preparing project specific earthwork specifications. Please contact us if you need these for your project.

This report presents both suggestions and recommendations. The suggestions are presented so that the owner and the owner's representatives may compare the cost to the potential risk or benefit for the suggested procedures.

This report contains suggestions and recommendations which are intended to work in concert with recommendations provided by the

other design team members to provide somewhat predictable foundation performance. If any of the recommendations are not included in the design and construction of the project it may result in unpredictable foundation performance or performance different than anticipated. We recommend that we be requested to provide geotechnical engineering observation and materials testing during the construction phase of the project as discussed in this report. The purpose for on site observation and testing by us during construction is to help provide continuity of service from the planning of the project through the construction of the project. This service will also allow us to revise our recommendations if conditions occur or are discovered during construction that were not evidenced during the initial study. We suggest that the owner and the contractor make provisions in their construction budget and construction schedule to accommodate unexpected subsurface conditions.

We represent that our services were performed within the limits prescribed by you and with the usual thoroughness and competence of the current accepted practice of the geotechnical engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or our contract. We are available to discuss our findings with you. If you have any questions please contact us. The supporting data for this report is included in the accompanying figures and appendices.

This report is a product of Lambert and Associates. Excerpts from this report used in other documents may not convey the intent or proper concepts when taken out of context, or they may be misinterpreted or used incorrectly. Reproduction, in part or whole, of this document without prior written consent of Lambert and Associates is prohibited.

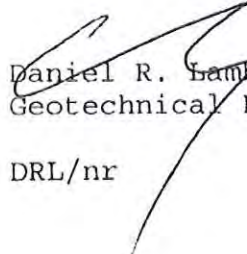
This report and information presented can be used only for this site, for this proposed development, and only for the client for whom our work was performed. Any other circumstances are not appropriate applications of this information. Other development plans will require project specific review by us.

We have enclosed a copy of a brief discussion about geotechnical engineering reports published by Association of Soil and Foundation Engineers for your reference.

Please call when further consultation or observations and tests are required.

If you have any questions concerning this report or if we may be of further assistance, please contact us.


Respectfully submitted,
LAMBERT AND ASSOCIATES

 Daniel R. Lambert, P.E.
Geotechnical Engineer

DRL/nr



Reviewed by:

 Dennis D. Lambert, P.E.
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THE PROFESSIONAL LIABILITY PERSPECTIVE

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WHO HIRES THE TESTING LABORATORY?

It is one of those relatively small details in the overall scheme of things. Independent testing may be required by local building codes, or it may be insisted upon by lenders. Additional testing can usually be ordered by the design team during construction. Whatever the source of the requirement, many owners perceive it to be an unnecessary burden—an additional cost imposed principally for someone else's benefit.

What does this have to do with you? You may be the only one in a position to influence the use of testing and inspection services so they become more, rather than less likely to contribute to a successful outcome. There seems to be an almost irresistible inclination on the part of some owners to cast aside their potential value to the project in favor of the administrative and financial convenience of placing responsibility for their delivery into the hands of the general contractor.

Resist this inclination where you can. It is not in your client's best interests, and it is certainly not in yours. There are important issues of quality and even more important issues of life safety at stake. In the complex environment of today's construction arena, it makes very little sense for either of you to give up your control of quality control. Yet it happens altogether too often.

What's Behind this Misadventure?

The culprit seems to be the Federal Government. In the 1960's, someone came up with

the idea that millions could be saved by eliminating the jobs of Federal workers engaged in construction inspection. The procurement model used to support this stroke of genius was the manufacturing segment of the economy, where producers of goods purchased by the Government had been required for years to conduct their own quality assurance programs. The result was a trendy new concept in Federal construction known as Contractor Quality Control (CQC).

It was a dumb idea. Costs were simply shifted from the Federal payroll to capital improvement budgets. Government contractors, selected on the basis of the lowest bid, were handed resources to assure the quality of their own performance. Some did so; many did not. All found themselves caught up in an impossible conflict between the demands of time and cost, on one hand, and the dictates of quality, on the other.

CQC was opposed by the Associated General Contractors of America, by independent testing laboratories, by the design professions, and by those charged with front-line responsibility for quality control in the Federal Agencies. Eventually, even the General Accounting Office came to the conclusion that it ought to be abandoned. But, once set in motion and fueled by the pervasive influence of the Federal Government, the idea spread—first to state and local governments; finally, to the private sector.

Why would the private sector embrace such an ill-conceived notion? Because so many

owners view testing and inspection as an undertaking which simply duplicates something they are entitled to in any event. They are confident they will be protected by contract documents which cover every detail and contingency. They look to local building inspectors to assure compliance with codes. And they fully expect the design team to fulfill its obligation to safeguard the quality of the work.

A Fox in the Henhouse

If testing is perceived as little more than an 'unnecessary, but unavoidable expense, why not make the general contractor responsible for controlling the cost? It may produce a savings, and it certainly eliminates an administrative headache. If contractual obligations dealing with the project schedule and budget can be enforced, surely those governing quality can be enforced, as well. Possibly so, but who is going to do it?

Some testing consultants will not accept CQC work. The reasons they give come from firsthand experience. They include: 1) inadequate to barely adequate scope, 2) selection based on the lowest bid; 3) non-negotiable contract terms inappropriate to the delivery of a professional service; 4) intimidation of inspectors by field supervisors; and 5) suppression of low or failing test results. This ought to be fair warning to any owner.

Keeping Both Hands on the Wheel

The largest part of the problem, from your point of view, is one of artful persuasion. If you cannot convince your client of the value of independent testing and inspection, no one can. Yet, if you do not, you are likely to find yourself responsible for an assurance of quality you are in no position to deliver. How can you keep quality control where it belongs and, in the process, prevent the owner from compromising his or her interests in the project as well as yours? Consider these suggestions:

1. Put the issue on an early agenda. It needs your attention. Anticipate the owner's inclination to avoid dealing with testing and

inspection, and explain its importance to the success of the project. Persist, if you can, until your client agrees to hire the testing laboratory independently and to establish an adequate budget to meet the anticipated costs. A testing consultant hired by the owner cannot be fired by the general contractor for producing less than favorable results.

2. Tailor the testing requirements carefully. Scissors and paste can be your very worst enemies. Specify what the job requires, retain control of selection and hiring, make certain the contractor's responsibilities for notification for scheduling purposes are clear, and require that copies of all reports be distributed by the laboratory directly to you.

3. Insist on a preconstruction testing conference. It can be an essential element of effective coordination. Include the owner, the general contractor, major subcontractors, the testing consultant, and the design team. Review your requirements, the procedures to be followed, and the responsibilities of each of the parties. Have the testing consultant prepare a conference memorandum for distribution to all participants.

4. Monitor tests and inspections closely. Make certain your field representative is present during tests and inspections, so that deficiencies in procedures or results can be reported and acted upon quickly. Scale back testing if it becomes clear it is appropriate to do so under the circumstances; do not hesitate to order additional tests if they are required.

5. Finally, keep your client informed. Without your help, he or she is not likely to understand what the test results mean, nor will your actions in response to them make much sense. If additional testing is called for, explain why. Remember, it is an unexpected and, possibly, unbudgeted additional cost for which you will need to pave the way. In this sense, independent testing and inspection can serve an important, secondary purpose. You might view it as a communications resource. Use it in this way, and it just may yield unexpected dividends.

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

More construction problems are caused by site subsurface conditions than any other factor. As troublesome as subsurface problems can be, their frequency and extent have been lessened considerably in recent years, due in large measure to programs and publications of ASFE/ The Association of Engineering Firms Practicing in the Geosciences.

The following suggestions and observations are offered to help you reduce the geotechnical-related delays, cost-overruns and other costly headaches that can occur during a construction project.

A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

A geotechnical engineering report is based on a subsurface exploration plan designed to incorporate a unique set of project-specific factors. These typically include: the general nature of the structure involved, its size and configuration; the location of the structure on the site and its orientation; physical concomitants such as access roads, parking lots, and underground utilities, and the level of additional risk which the client assumed by virtue of limitations imposed upon the exploratory program. To help avoid costly problems, consult the geotechnical engineer to determine how any factors which change subsequent to the date of the report may affect its recommendations.

Unless your consulting geotechnical engineer indicates otherwise, *your geotechnical engineering report should not be used:*

- When the nature of the proposed structure is changed, for example, if an office building will be erected instead of a parking garage, or if a refrigerated warehouse will be built instead of an unrefrigerated one;
- when the size or configuration of the proposed structure is altered;
- when the location or orientation of the proposed structure is modified;
- when there is a change of ownership, or
- for application to an adjacent site.

Geotechnical engineers cannot accept responsibility for problems which may develop if they are not consulted after factors considered in their report's development have changed.

MOST GEOTECHNICAL "FINDINGS" ARE PROFESSIONAL ESTIMATES

Site exploration identifies actual subsurface conditions only at those points where samples are taken, when they are taken. Data derived through sampling and subsequent laboratory testing are extrapolated by geo-

technical engineers who then render an opinion about overall subsurface conditions, their likely reaction to proposed construction activity, and appropriate foundation design. Even under optimal circumstances actual conditions may differ from those inferred to exist, because no geotechnical engineer, no matter how qualified, and no subsurface exploration program, no matter how comprehensive, can reveal what is hidden by earth, rock and time. The actual interface between materials may be far more gradual or abrupt than a report indicates. Actual conditions in areas not sampled may differ from predictions. *Nothing can be done to prevent the unanticipated, but steps can be taken to help minimize their impact.* For this reason, *most experienced owners retain their geotechnical consultants through the construction stage, to identify variances, conduct additional tests which may be needed, and to recommend solutions to problems encountered on site.*

SUBSURFACE CONDITIONS CAN CHANGE

Subsurface conditions may be modified by constantly-changing natural forces. Because a geotechnical engineering report is based on conditions which existed at the time of subsurface exploration, *construction decisions should not be based on a geotechnical engineering report whose adequacy may have been affected by time.* Speak with the geotechnical consultant to learn if additional tests are advisable before construction starts.

Construction operations at or adjacent to the site and natural events such as floods, earthquakes or groundwater fluctuations may also affect subsurface conditions and, thus, the continuing adequacy of a geotechnical report. The geotechnical engineer should be kept apprised of any such events, and should be consulted to determine if additional tests are necessary.

GEOTECHNICAL SERVICES ARE PERFORMED FOR SPECIFIC PURPOSES AND PERSONS

Geotechnical engineers' reports are prepared to meet the specific needs of specific individuals. A report prepared for a consulting civil engineer may not be adequate for a construction contractor, or even some other consulting civil engineer. Unless indicated otherwise, this report was prepared expressly for the client involved and expressly for purposes indicated by the client. Use by any other persons for any purpose, or by the client for a different purpose, may result in problems. *No individual other than the client should apply this report for its intended purpose without first conferring with the geotechnical engineer. No person should apply this report for any purpose other than that originally contemplated without first conferring with the geotechnical engineer.*

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a geotechnical engineering report. To help avoid these problems, the geotechnical engineer should be retained to work with other appropriate design professionals to explain relevant geotechnical findings and to review the adequacy of their plans and specifications relative to geotechnical issues.

BORING LOGS SHOULD NOT BE SEPARATED FROM THE ENGINEERING REPORT

Final boring logs are developed by geotechnical engineers based upon their interpretation of field logs (assembled by site personnel) and laboratory evaluation of field samples. Only final boring logs customarily are included in geotechnical engineering reports. *These logs should not under any circumstances be redrawn* for inclusion in architectural or other design drawings, because drafters may commit errors or omissions in the transfer process. Although photographic reproduction eliminates this problem, it does nothing to minimize the possibility of contractors misinterpreting the logs during bid preparation. When this occurs, delays, disputes and unanticipated costs are the all-too-frequent result.

To minimize the likelihood of boring log misinterpretation, *give contractors ready access to the complete geotechnical engineering report* prepared or authorized for their use. Those who do not provide such access may proceed un-

der the *mistaken* impression that simply disclaiming responsibility for the accuracy of subsurface information always insulates them from attendant liability. Providing the best available information to contractors helps prevent costly construction problems and the adversarial attitudes which aggravate them to disproportionate scale.

READ RESPONSIBILITY CLAUSES CLOSELY

Because geotechnical engineering is based extensively on judgment and opinion, it is far less exact than other design disciplines. This situation has resulted in wholly unwarranted claims being lodged against geotechnical consultants. To help prevent this problem, geotechnical engineers have developed model clauses for use in written transmittals. These are *not* exculpatory clauses designed to foist geotechnical engineers' liabilities onto someone else. Rather, they are definitive clauses which identify where geotechnical engineers' responsibilities begin and end. Their use helps all parties involved recognize their individual responsibilities and take appropriate action. Some of these definitive clauses are likely to appear in your geotechnical engineering report, and you are encouraged to read them closely. Your geotechnical engineer will be pleased to give full and frank answers to your questions.

OTHER STEPS YOU CAN TAKE TO REDUCE RISK

Your consulting geotechnical engineer will be pleased to discuss other techniques which can be employed to mitigate risk. In addition, ASFE has developed a variety of materials which may be beneficial. Contact ASFE for a complimentary copy of its publications directory.

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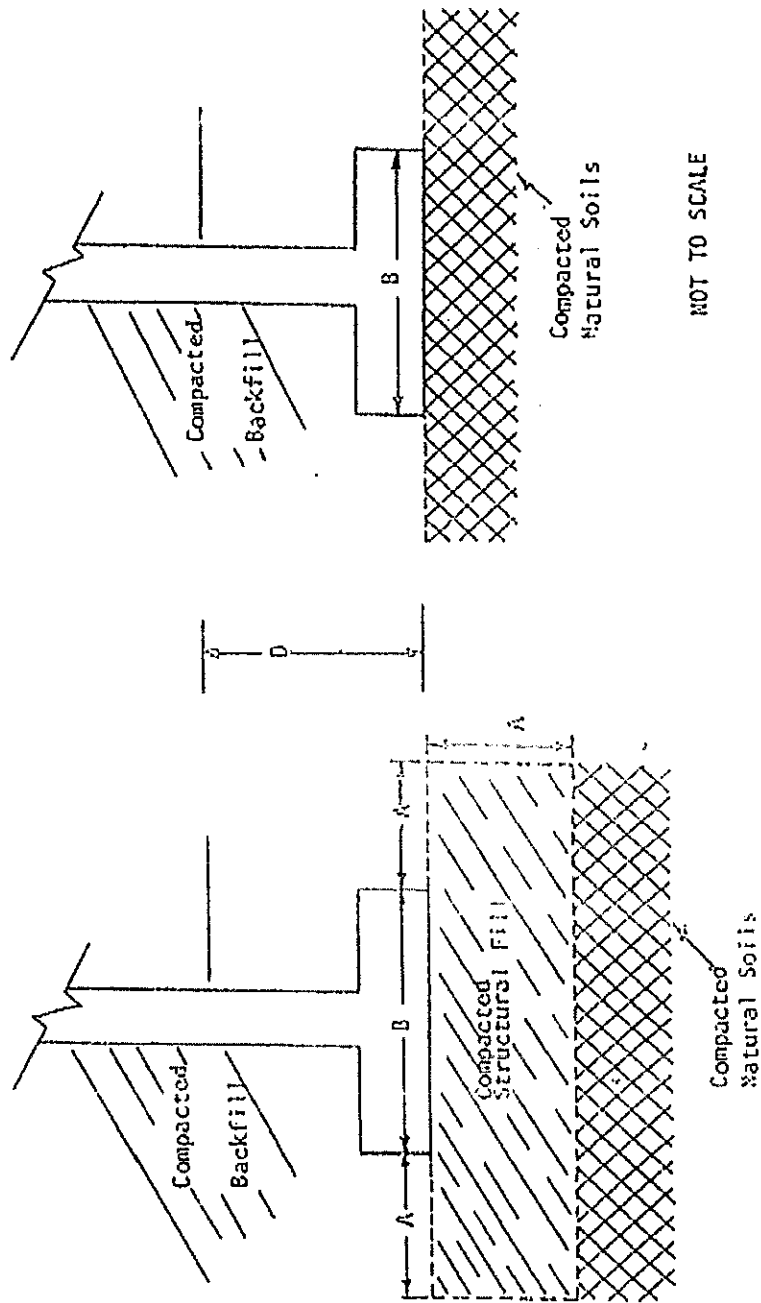
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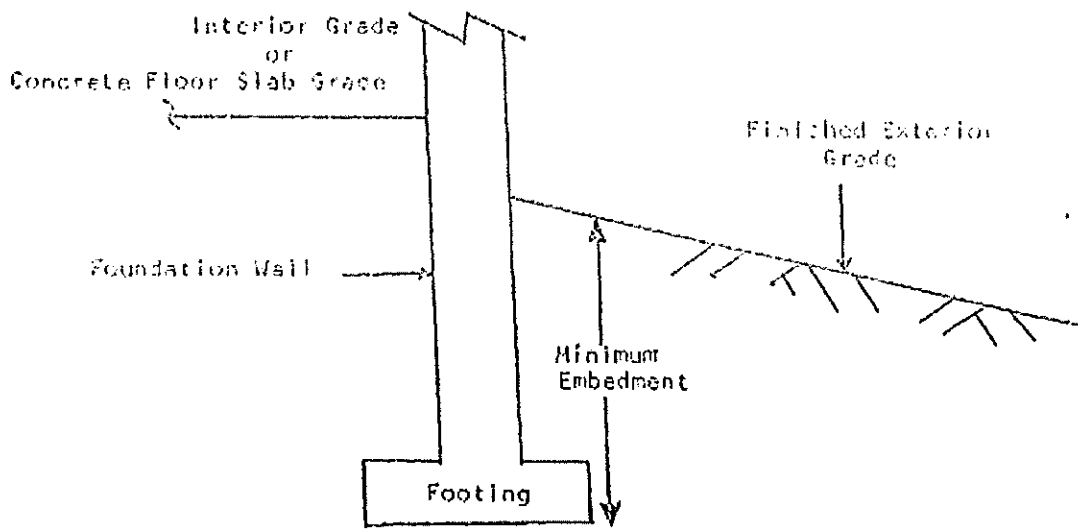
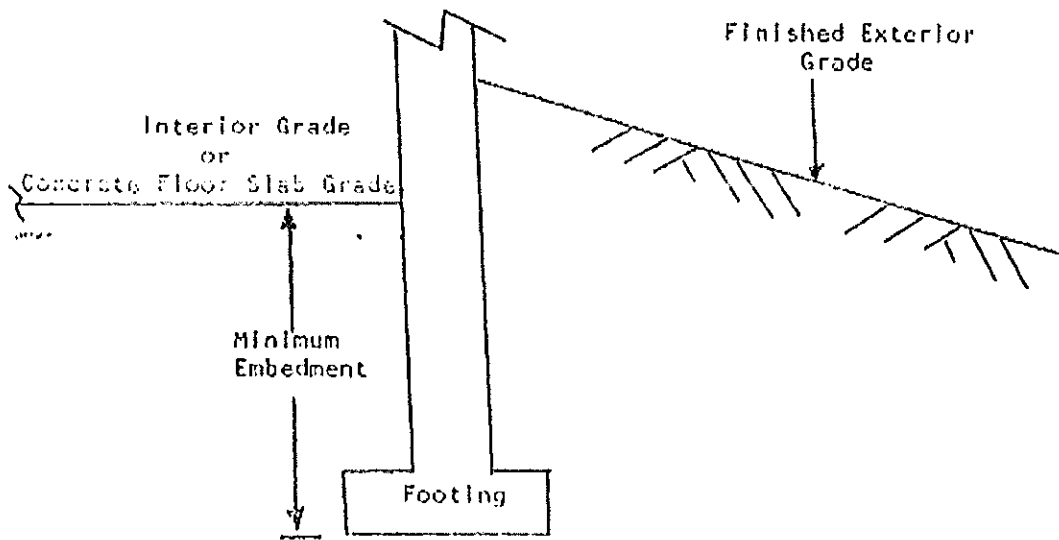
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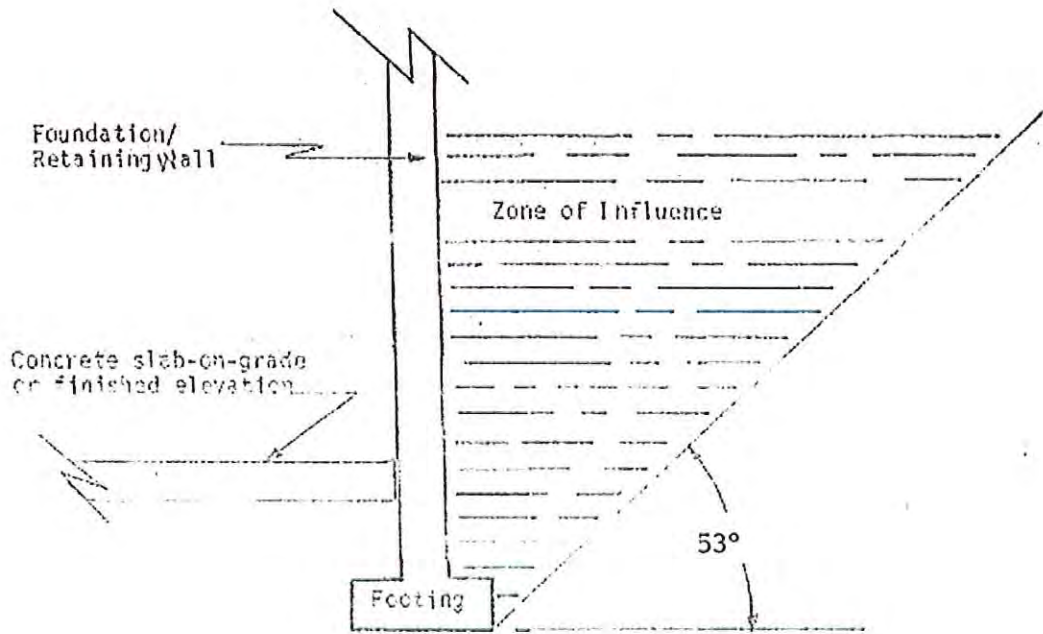
NOT TO SCALE

- B = Footing Width
- A = Compacted Structural Fill Thickness and Fill Width Beyond Footing Edge
- D = Footing Embedment Below Lowest Adjacent Grade

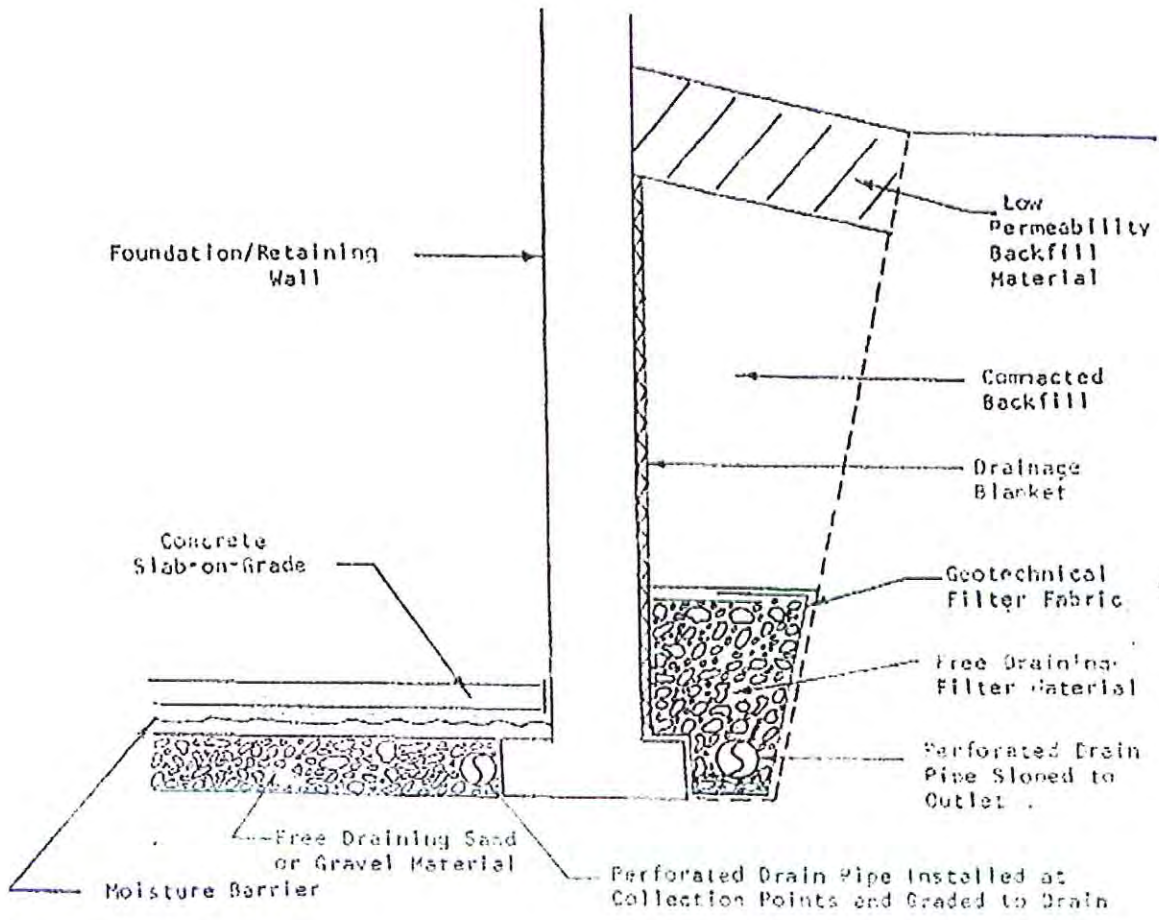
CONCEPTUAL SKETCH OF FOOTING SUBGRADE TREATMENT



EMBEDMENT CONCEPT



BACKFILL ZONE OF INFLUENCE CONCEPT



This sketch is to show concept only. The text of our report should be consulted for additional information.

CONCEPTUAL SKETCH OF FOUNDATION DRAIN SYSTEM

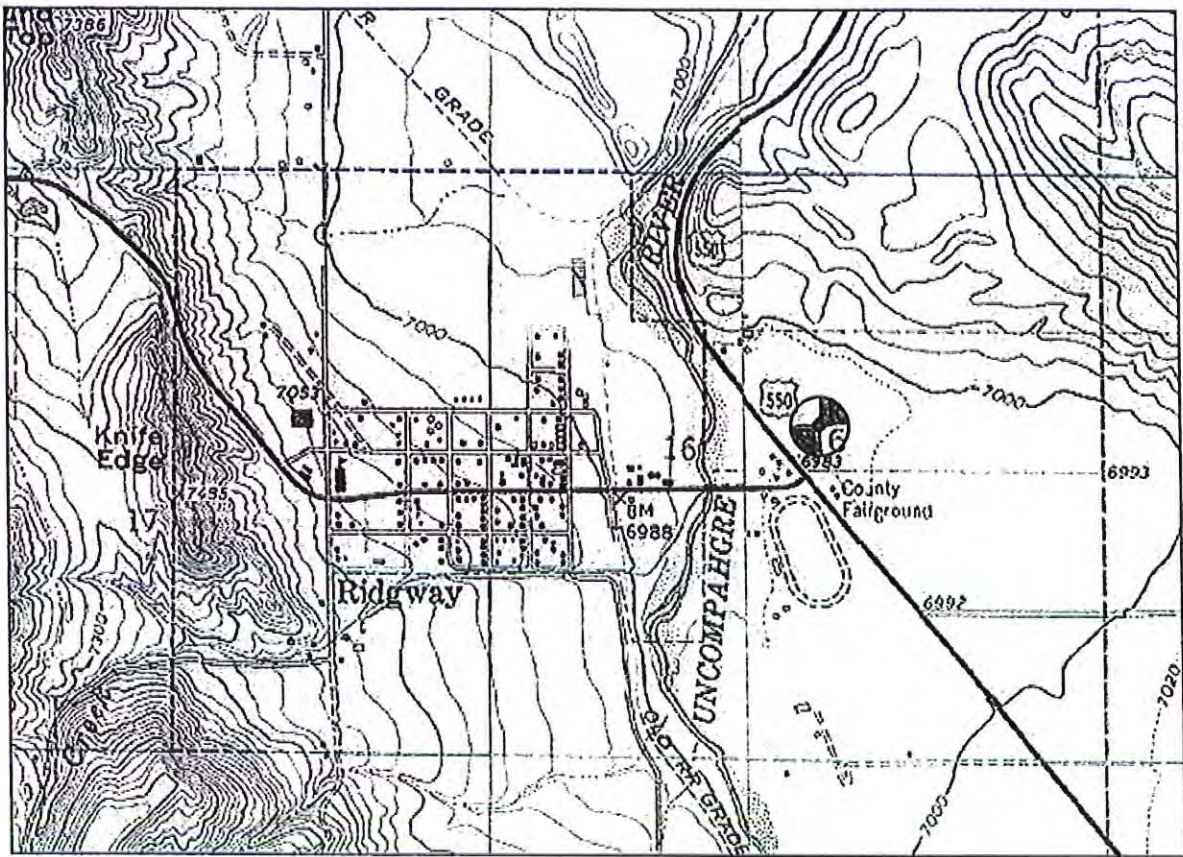
APPENDIX A

The field study was performed on March 14, 17 and 27, 2017. The field study consisted of logging and sampling the soils encountered in nine (9) small diameter test borings. The approximate locations of the test borings are shown on Figure 2. The log of the soils encountered in the test borings are presented on Figures A2 through A10.

The test borings were logged by Lambert and Associates and samples of significant soil types were obtained. The samples were obtained from the test borings using a Modified California Barrel sampler and bulk disturbed samples were obtained. Penetration blow counts were determined using a 140 pound hammer free falling 30 inches. The blow counts are presented on the logs of the test borings such as 8/6 where 8 blows with the hammer were required to drive the sampler 6 inches.

The engineering field description and major soil classification are based on our interpretation of the materials encountered and are prepared according to the Unified Soil Classification System, ASTM D2488. The description and classification which appear on the test boring log is intended to be that which most accurately describes a given interval of the test boring (frequently an interval of several feet). Occasionally discrepancies occur in the Unified Soil Classification System nomenclature between an interval of the soil log and a particular sample in the interval. For example, an interval on the test boring log may be identified as a silty sand (SM) while one sample taken within the interval may have individually been identified as a sandy silt (ML). This discrepancy is frequently allowed to remain to emphasize the occurrence of local textural variations in the interval.

The stratification lines presented on the logs are intended to present our interpretation of the subsurface conditions encountered in the test boring. The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



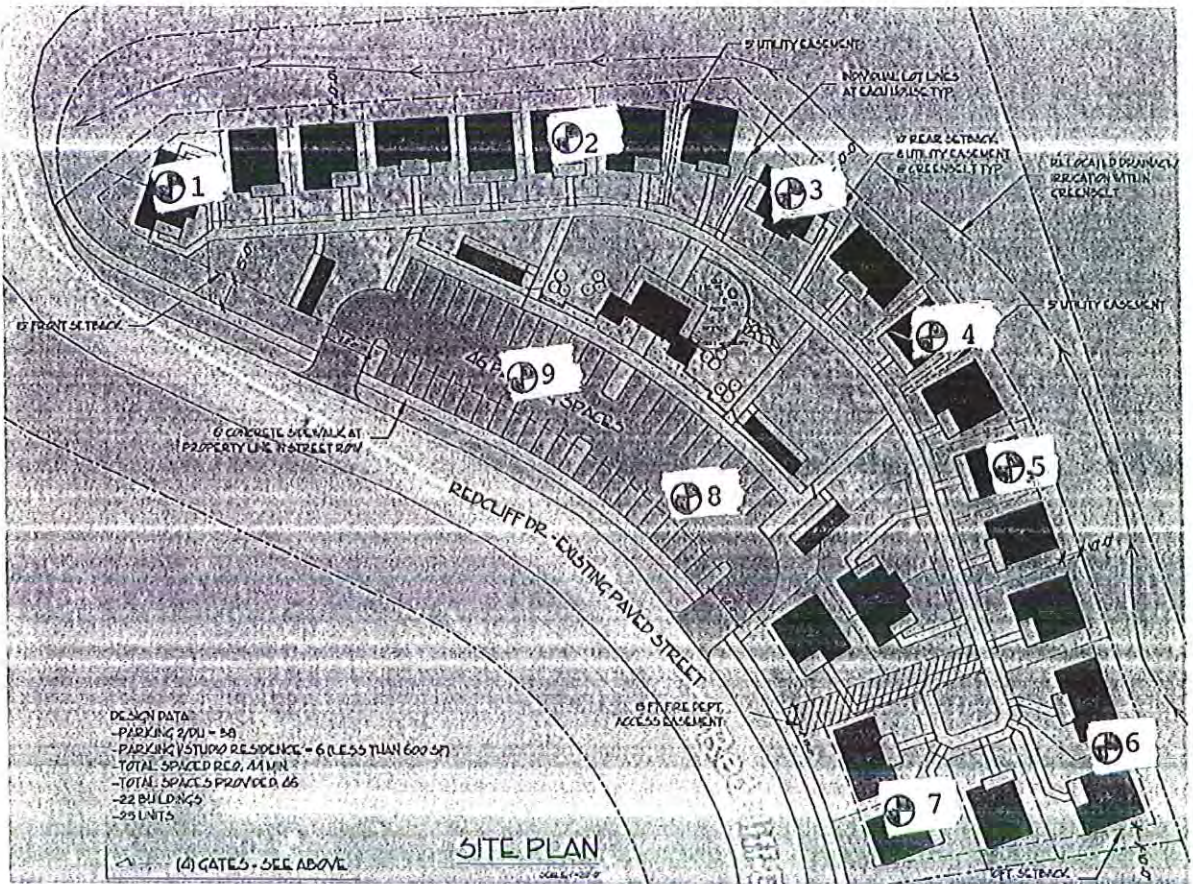
Indicates approximate project location

This map is intended to present geotechnical engineering data only



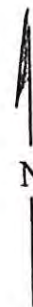
NO SCALE

PROJECT VICINITY MAP



⊙ Indicates approximate test boring locations

This sketch was reproduced by information provided by others and is intended to present geotechnical engineering data only



NO SCALE

TEST BORING LOCATION SKETCH

KEY TO LOG OF TEST BORING

Date Drilled:

Field Engineer:

Boring Number:

Location:

Elevation:

Diameter:

Total Depth:

Depth to Water at Time of Drilling:

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Sand, silty, medium dense, moist, tan (SM) ↑ Unified Soil Classification	Notes in this column indicate tests performed and test results if not plotted. DD: Indicates dry density in pounds per cubic foot MC: Indicates moisture content as percent of dry unit weight LL: Indicates Liquid Limit PL: Indicates Plastic Limit PI: Indicates Plasticity Index
B		B		← Indicates Bulk Bag Sample	
C	5	C		← Indicates Drive Sample	
				↑ Indicates Sampler Type: C - Modified California St - Standard Split Spoon H - Hand Sampler	
	10		7/12	Indicates seven blows required to drive the sampler twelve inches with a hammer that weighs one hundred forty pounds and is dropped thirty inches. BOUNCE: Indicates no further penetration occurred with additional blows with the hammer NR: Indicates no sample recovered CAVED: Indicates depth the test boring caved after drilling ▼ Indicates the location of free subsurface water when measured	
	15				
	20			CLAY Note: Symbols are often used only to help visually identify the described information presented on the log. SILT SAND GRAVEL CLAYSTONE SANDSTONE	
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A1

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 14, 2017 **Field Engineer:** DRL **Boring Number:** 1
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** 7 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, sandy, silty, med stiff, moist, brown	
	5	C	8/6 5/6	Gravel, sandy, clayey, med dense, moist to wet, brown, gray	Direct Shear Test DD: 102 pcf MC: 5.2%
	10			* Intermittent Silty Sand Lenses	
	15			* Intermittent Cobbles	
	20			Bottom of Test Boring at 15 feet	
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A2

LOG OF TEST BORING

Date Drilled: March 14, 2017 **Field Engineer:** DRL **Boring Number:** 2
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** 7 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, sandy, silty, med stiff, moist, brown	
	5	C	50/7	Gravel, sandy, clayey, med dense, moist to wet, brown, gray * Intermittent Cobbles	Swell/Consolidation Test DD: 110 pcf MC: 4.8%
	10			* Intermittent Silty Sand Lenses	
	15			Bottom of Test Boring at 15 feet	
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A3

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 27, 2017 **Field Engineer:** DRL **Boring Number:** 3
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** 7 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, sandy, silty, med stiff, moist, brown	
	5	C	<div style="border: 1px solid black; width: 10px; height: 10px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> X </div> 17/6 21/6	Gravel, sandy, clayey, med dense, moist to wet, brown, gray	
	10			* Intermittent Clayey Sand Lenses	
	15			Bottom of Test Boring at 15 feet	
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A4

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 27, 2017 **Field Engineer:** DRL **Boring Number:** 4
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** None Encountered

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, sandy, silty, med stiff, moist, brown	
	5	C	10/6 17/6	* Intermittent Gravels	Swell/Consolidation Test DD: 117 pcf MC: 10.9%
	10			Gravel, sandy, clayey, med dense, moist to wet, brown, gray	
	15			* Increased Moisture Content Observed	
	20			Bottom of Test Boring at 15 feet	
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A5

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 17, 2017 Field Engineer: DRL Boring Number: 5
 Location: See test boring location diagram Elevation:
 Diameter: 4 inches Total Depth: 15 feet Depth to Water at Time of Drilling: 6 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, sandy, silty, med stiff, moist, brown	
	5	C	<div style="border: 1px solid black; width: 10px; height: 10px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> X </div> 11/6 15/6		Direct Shear Test DD: 104 pcf MC: 17.0%
	10			* Intermittent Silty Sand Lenses	
	15			Bottom of Test Boring at 15 feet	
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A6

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 17, 2017 **Field Engineer:** DRL **Boring Number:** 6
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** 5-1/2 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, sandy, silty, med stiff, moist, brown	
	5			Gravel, sandy, clayey, med dense, moist to wet, brown, gray	
	10			* Intermittent Silty Sand Lenses	
	15			Bottom of Test Boring at 15 feet	
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A7

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 17, 2017 **Field Engineer:** DRL **Boring Number:** 7
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** 6 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, sandy, silty, med stiff, moist, brown	
	5	C	<div style="border: 1px solid black; width: 10px; height: 10px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> X </div> 13/6 12/6	Gravel, sandy, clayey, med dense, moist to wet, brown, gray	Swell/Consolidation Test DD: 97 pcf MC: 4.3%
	10			* Intermittent Silty Sand Lenses	
	15			Bottom of Test Boring at 15 feet	
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A8

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 27, 2017 **Field Engineer:** DRL **Boring Number:** 8
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 5 feet **Depth to Water at Time of Drilling:** None Encountered

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0	Bulk		Clay, sandy, silty, med stiff, moist, brown	
	5			Gravel, sandy, clayey, med dense, moist to wet, brown, gray	
	5			Bottom of Test Boring at 5 feet	
	10				
	15				
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A9

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 27, 2017 Field Engineer: DRL Boring Number: 9
 Location: See test boring location diagram Elevation:
 Diameter: 4 inches Total Depth: 5 feet Depth to Water at Time of Drilling: None Encountered

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0	Bulk		Clay, sandy, silty, med stiff, moist, brown	
	5			Gravel, sandy, clayey, med dense, moist to wet, brown, gray	
	5			Bottom of Test Boring at 5 feet	
	10				
	15				
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A10

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CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

APPENDIX B

The laboratory study consisted of performing:

- . Moisture content and dry density tests,
- . Swell-consolidation tests,
- . Direct Shear Strength tests,
- . California bearing ratio tests, and
- . Moisture Content-dry density relationship tests.

It should be noted that samples obtained using a drive type sleeve sampler may experience some disturbance during the sampling operations. The test results obtained using these samples are used only as indicators of the in situ soil characteristics.

TESTING

Moisture Content and Dry Density

Moisture content and dry density were determined for each sample tested of the samples obtained. The moisture content was determined according to ASTM Test Method D2216 by obtaining the moisture sample from the drive sleeve. The dry density of the sample was determined by using the wet weight of the entire sample tested. The results of the moisture and dry density determinations are presented on the logs of borings, Figures A2 through A10.

Swell Tests

Loaded swell tests were performed on drive samples obtained during the field study. These tests are performed in general accordance with ASTM Test Method D2435 to the extent that the same equipment and sample dimensions used for consolidation testing are used for the determination of expansion. A sample is subjected to static surcharge, water is introduced to produce saturation, and volume change is measured as in ASTM Test Method D2435. Results are reported as percent change in sample height.

Consolidation Tests

One dimensional consolidation properties of drive samples were evaluated according to the provisions of ASTM Test Method D2435. Water was added in all cases during the test. Exclusive of

special readings during consolidation rate tests, readings during an increment of load were taken regularly until the change in sample height was less than 0.001 inch over a two hour period. The results of the swell-consolidation load tests are summarized on Figures B1 through B3, swell-consolidation tests.

It should be noted that the graphic presentation of consolidation data is a presentation of volume change with change in axial load. As a result, both expansion and consolidation can be illustrated.

Direct Shear Strength Tests

Direct shear strength properties of sleeve samples were evaluated in general accordance with testing procedures defined by ASTM Test Method D3080. The results of the direct shear strength tests are summarized on Figures B4 and B5, direct shear strength tests.

California Bearing Ratio Tests

California bearing ratio tests were conducted on select soil samples obtained during our field study. The California bearing ratio tests were conducted in accordance with ASTM Test Method D1883. The results of the California bearing ratio tests are presented on Figure B6.

Moisture Content-Dry Density Relationship Tests

Moisture content-dry density relationship tests were conducted on select soils subgrade samples obtained during our field study. The moisture-density relationship tests were conducted in accordance with ASTM Test Method D1557. The results of the moisture-density relationship tests are presented on Figure B7.

PRESSURE (POUNDS PER SQUARE FOOT)

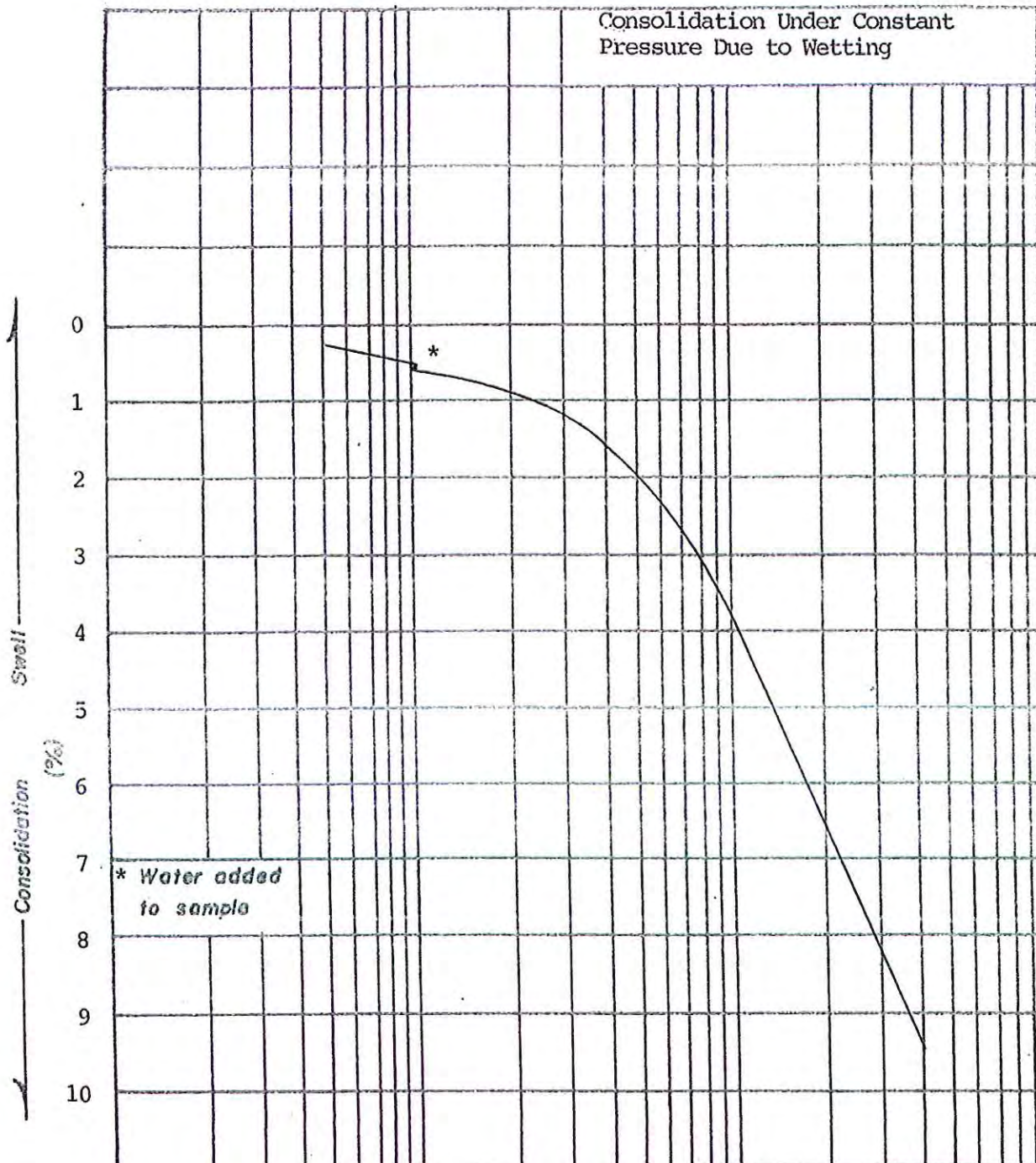
10

100

1000

10,000

Consolidation Under Constant Pressure Due to Wetting



Boring No. 2 Depth 3-4 ft.	SUMMARY OF TEST RESULTS				
	Moisture Content (%)	Dry Density (P.C.F.)	Height (in.)	Diameter (in.)	Swell Pressure (P.S.F.)
Initial	4.8	110.0	1.0	1.94	less than 100
Final	17.0	117.0	.906	1.94	
Soil Description	Sand, gravel, clayey, brown				

SWELL - CONSOLIDATION TEST

Project No.: M17003GE

Lambert and Associates

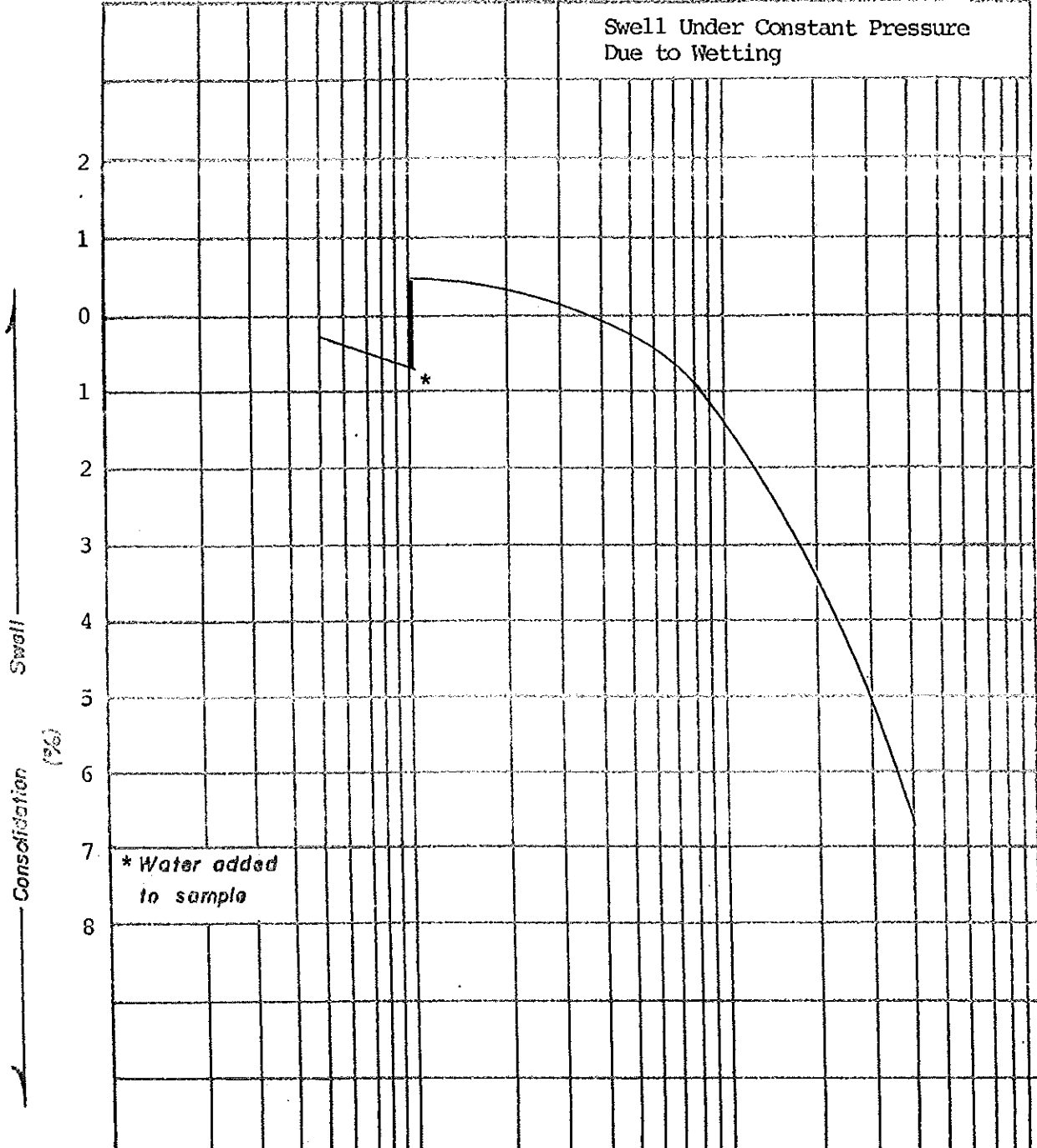
Date: April 25, 2017

Figure: B1

PRESSURE (POUNDS PER SQUARE FOOT)

10 100 1000 10,000

Swell Under Constant Pressure
Due to Wetting



SUMMARY OF TEST RESULTS					
Boring No. 4	Moisture Content (%)	Dry Density (P.C.F.)	Height (in.)	Diameter (in.)	Swell Pressure (P.S.F.)
Depth 4-5 ft.	10.9	117.0	1.0	1.94	600 ±
Initial	18.3	124.0	.935	1.94	
Final					
Soil Description	Clay, silt, sandy, few gravel, brown				

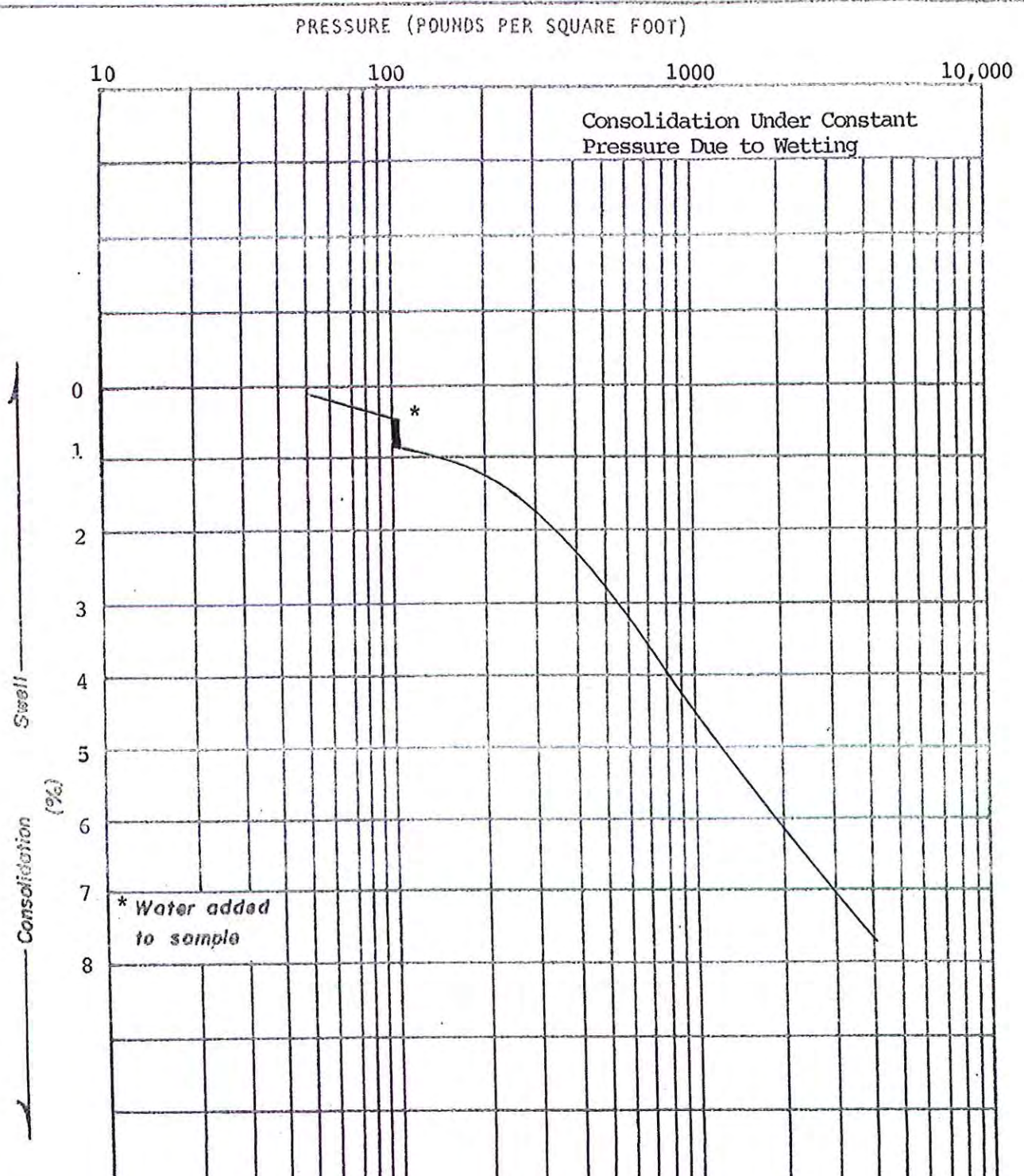
SWELL - CONSOLIDATION TEST

Lambert and Associates

Project No.: M17003GE

Date: April 25, 2017

Figure: B2

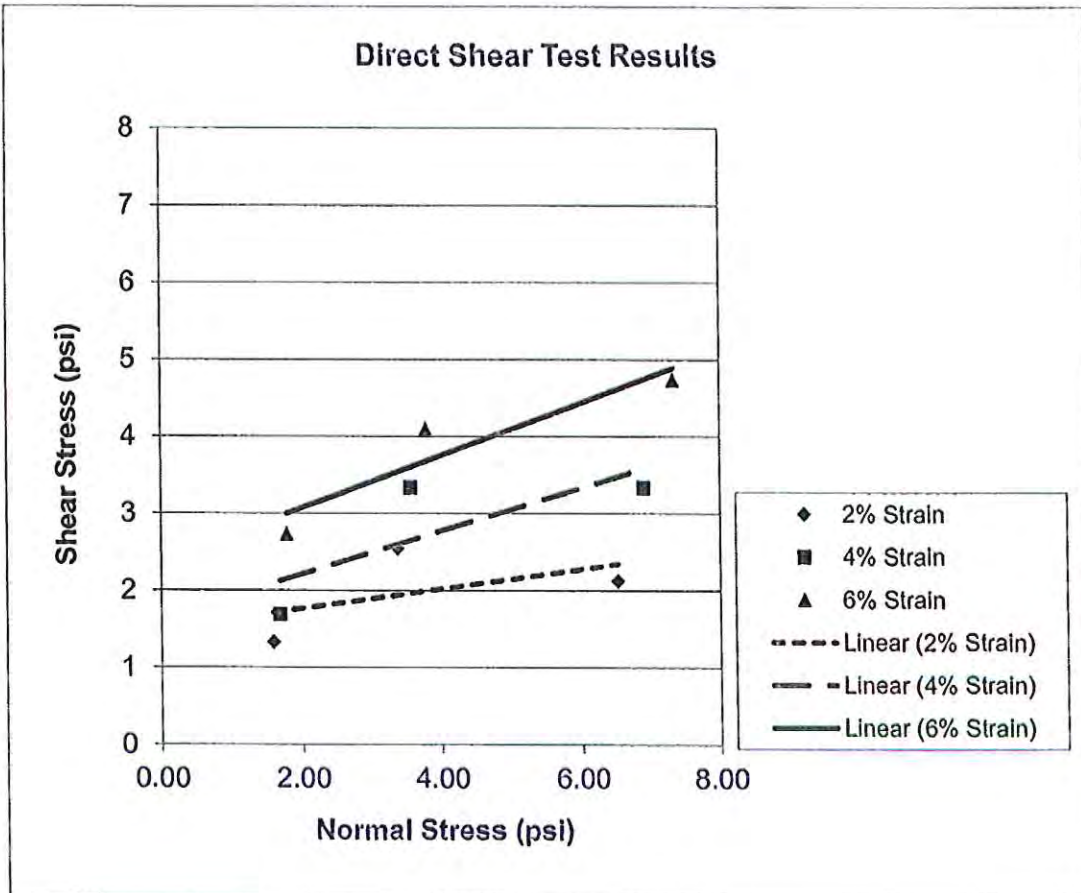


Boring No. 7 Depth 4-5 ft.	SUMMARY OF TEST RESULTS				Swell Pressure (P.S.F.)
	Moisture Content (%)	Dry Density (P.C.F.)	Height (in.)	Diameter (in.)	
Initial	4.3	97.0	1.0	1.94	less than 100
Final	20.9	107.0	.923	1.94	
Soil Description	Sand, gravel, silty, brown				

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

Project: <u>Ridgway Village Housing</u>	Project Number: <u>M17003GE</u>	Date Sampled: <u>3/14/2017</u>
Location: <u>Ridgway, Colorado</u>	Sample Source: <u>TB 1 @ 2-3 ft</u>	Lab Sample #: <u>3367</u>
Sample Description: <u>Sand, gravel, silty, brown</u>	Date Tested: <u>3/29/2017</u>	Tested By: <u>AC</u>



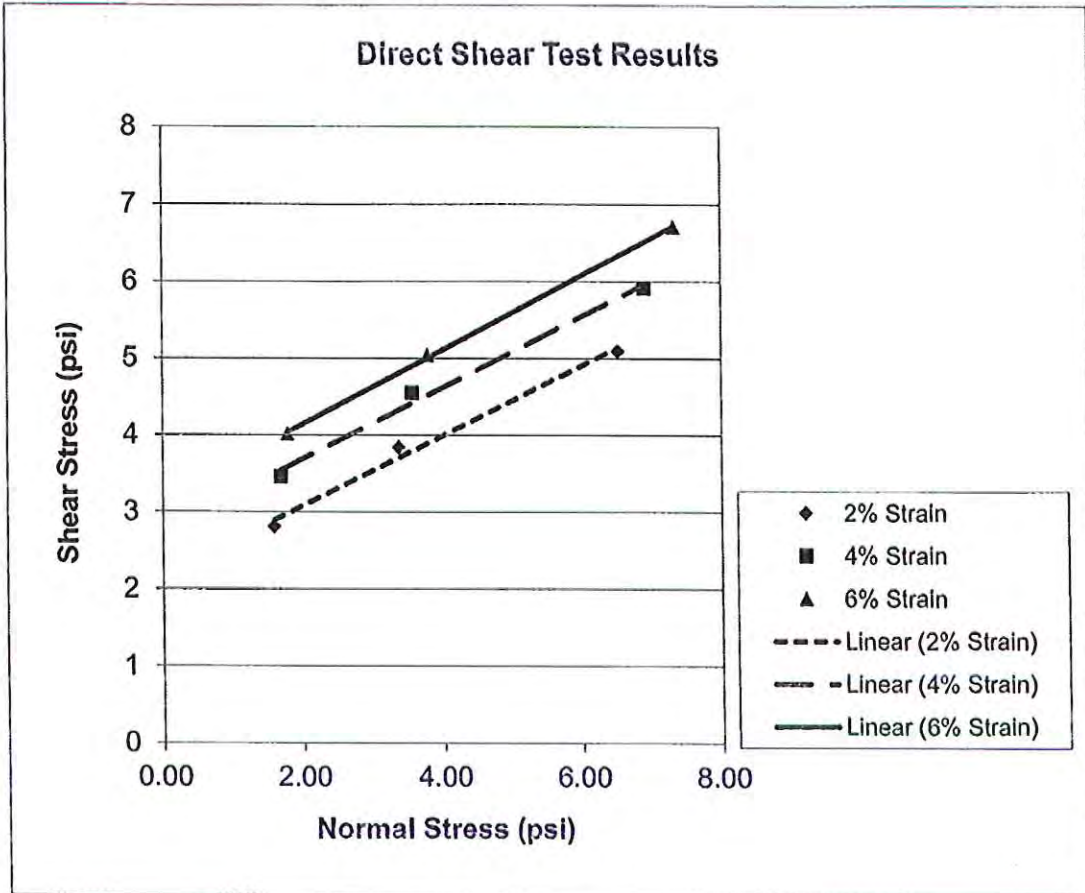
% Strain	Cohesion (psf)	Friction Angle (deg)
2	218	7
4	239	16
6	345	19

Project No.:	M17003GE
Date:	April 25, 2017
Figure:	B4

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

Project: <u>Ridgway Village Housing</u>	Project Number: <u>M17003GE</u>	Date Sampled: <u>3/17/2017</u>
Location: <u>Ridgway, Colorado</u>	Sample Source: <u>TB 5 @ 3-4 ft</u>	Lab Sample #: <u>3367</u>
Sample Description: <u>Clay, sandy, brown</u>	Date Tested: <u>4/4/2017</u>	Tested By: <u>AC</u>

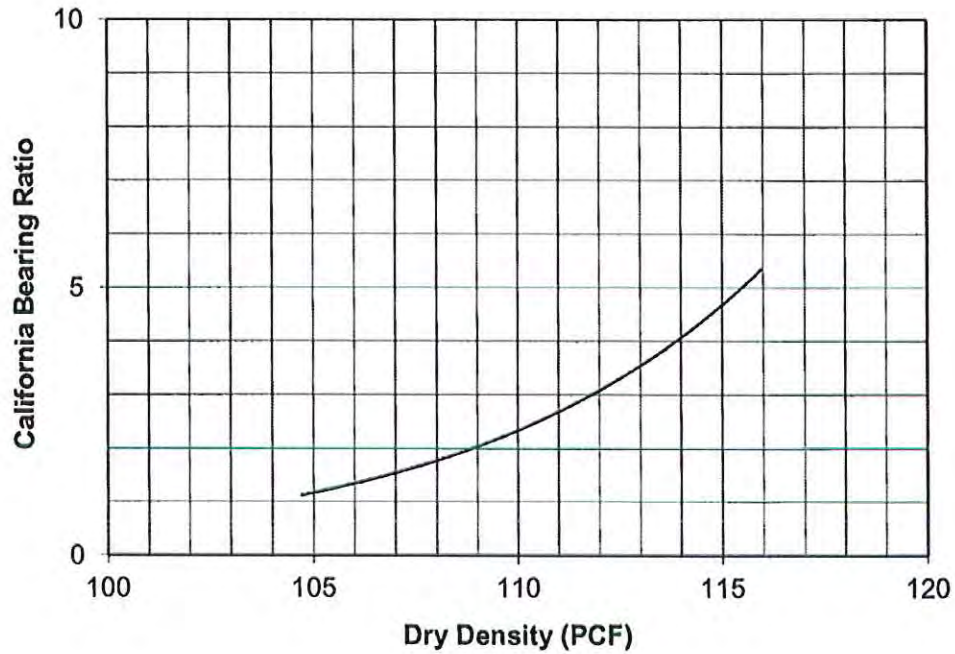


% Strain	Cohesion (psf)	Friction Angle (deg)
2	313	24
4	399	25
6	458	26

Project No.:	M17003GE
Date:	April 25, 2017
Figure:	B5

CALIFORNIA BEARING RATIO TEST RESULTS
ASTM D1883

Project Name : Ridgway Village Date: April 25, 2017
 Project Number : M17003GE Lab Number : 3367
 Proctor Method Used : D1557 Sample Location : TB 8 @ 1-5 ft
 Sample Description : Clay, sandy, brown Surcharge Weight : 15



TEST DATA

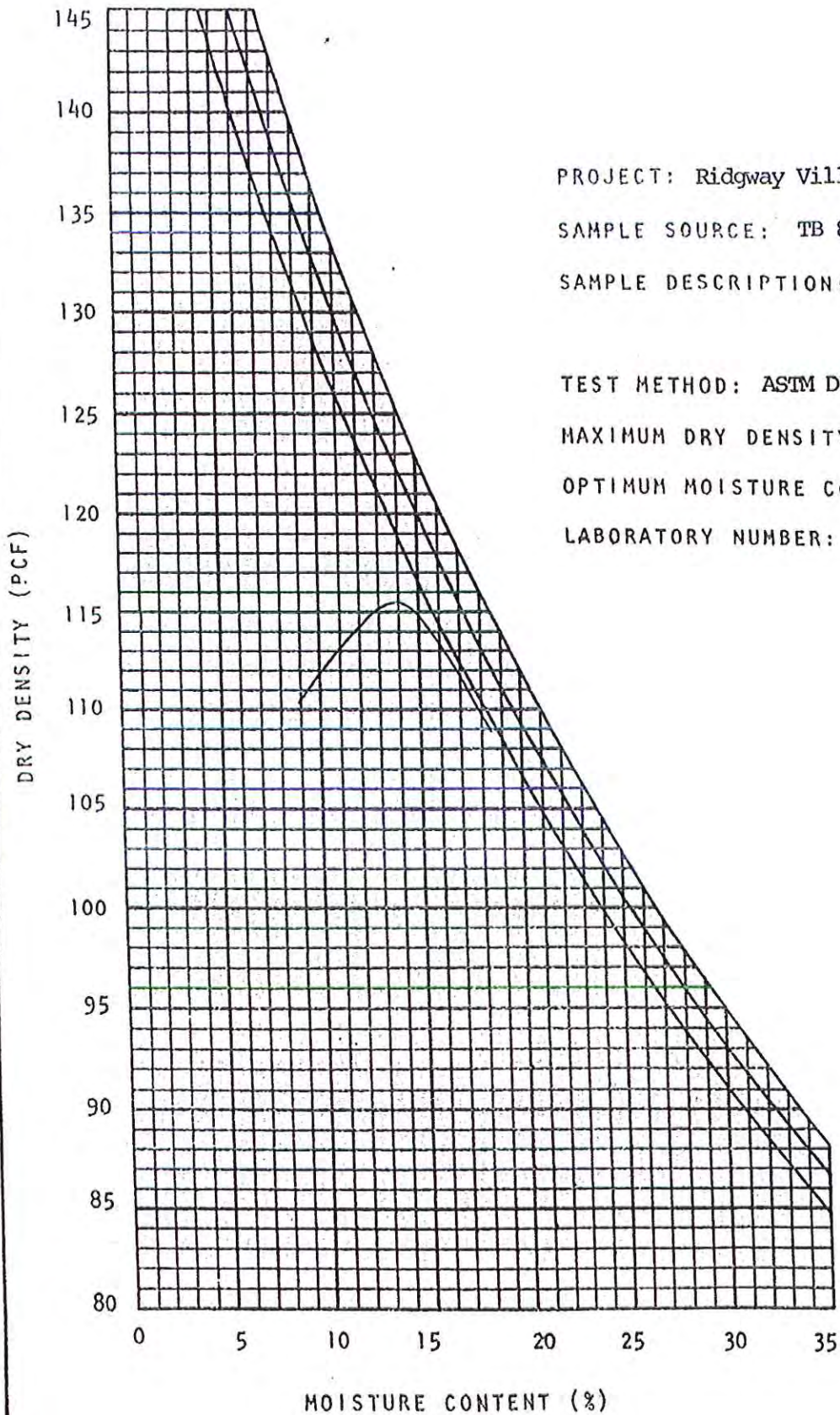
PRE-SOAK

AFTER 96 HOUR SOAK

<u>Dry Density (pcf)</u>	<u>Moisture Content (%)</u>	<u>Dry Density (pcf)</u>	<u>Moisture Content Top One (1) Inch (%)</u>	<u>Swell (%)</u>	<u>CBR (%)</u>
104.7	13.8	101.2	24.8	3.5	1.2
110.8	13.8	108.0	23.5	2.6	2.4
116.0	13.8	113.3	20.1	2.4	5.7

Lambert and Associates

Project No. : M17003GE
 Date: April 25, 17
 Figure : B6



PROJECT: Ridgway Village Housing
 SAMPLE SOURCE: TB 8 & 9 at 1 to 5 feet
 SAMPLE DESCRIPTION: Clay, sandy, few gravel, brown
 TEST METHOD: ASTM D1557C
 MAXIMUM DRY DENSITY: 115.5 pcf
 OPTIMUM MOISTURE CONTENT: 14.0%
 LABORATORY NUMBER: 3367

2.8
 2.7 Zero Air Voids for
 2.6 Specific Gravity

APPENDIX C
GEOLOGY DISCUSSION
SOUTHWEST COLORADO GEOLOGY

Southwest Colorado exhibits many geologic features formed by a multitude of geologic processes. Regional inundation, uplift, volcanism and glaciation are responsible for some of the complex geology of the region. Many theories and speculations concerning the mode of occurrence of the regions' geology have been presented over the years. This cursory discussion of the geology of southwest Colorado presents some theories accepted by the geologic community, but is only intended to introduce the basic concepts and restraints that arise due to geologic activity.

Prior to the formation of the Rocky Mountains southwest Colorado was a primarily a flat lying region with little topographic expression. The North American continent was experiencing many episodes of deposition. The Transcontinental Sea was transgressing and regressing across the continent, these transgressions and regressions are the cause for such diverse rock types. The stratigraphic column in southwestern Colorado expresses rock types from variable depositional environments. Limestones are formed in deeper water, sandstones are formed in beach and tidal flat environments, while arkosic sandstone and conglomerates are formed in alluvial plains and fans. Particle size and mineralogic content in rock units are related to the depositional environment. A sandstone or conglomerate would not be likely to form in a deep sea environment because there would not be enough energy to carry such large particles a great distance from the source lands. As one observes the stratigraphic column of southwest Colorado a siltstone may be overlain by a sandstone which is in turn overlain by a siltstone. This represents a regressional then transgressional sequence. Many such sequences or combinations of other rock units are exhibited throughout southwest Colorado.

The final regression of the sea may have been caused by orogenic activity and uplift. This uplift was not confined to Colorado, it was a regional uplift that occurred in many stages. The uplift is what caused the formation of the ancestral rockies. The Larimide Orogenic episode is responsible for the formation of the San Juan dome. (Note: The San Juan dome theory is not accepted by the entire geologic community. It is used here for descriptive purposes). The San Juan dome was essentially an upwarp of the stratigraphy formed by sedimentation during the Transcontinental Sea. An actual dome probably never existed due to erosion during the uplift. The idea being that a dome of sediment and rock units would have existed had erosion and diastrophism not taken place.

The orientation of bedding planes forms a radial pattern around the San Juan region which seems to vindicate this theory.

The stresses need to "upward" this large area were obviously tremendous. Locally occurring stresses may not be sufficient to move this quantity of material, global tectonics, directly or indirectly, may have been involved. Compression of the entire North American plate could have occurred. The magnitude of the stresses and the deep seated origin of these stresses also have caused extensive volcanism. Colorado has many large remnants of Calderas that were active during the orogenic activity. The Silverton and Lake City Calderas are the largest in the San Juan region. Activity in the Silverton Caldera has been estimated (radiometrically) to have occurred 22 million years ago. Calderas of this magnitude are believed to have formed by the collapse of epierogenic magma chambers. Volcanic and metamorphic rock bodies are common in the San Juan region, many of these units are related to the orogenic activity in the region.

Faults associated with local orogenic activity are another common geologic feature found in southwestern Colorado. As stated previously, extreme stresses were probably associated with the formation of the San Juan Mountains and may be responsible for deep-seated volcanic and metamorphic processes. These stresses had to be released, the geologic mode for stress release is faulting. Diastrophic activity in the area today is quite low, the lack of seismic activity indicates that stresses are not currently being released. An explanation for the loss of stresses is through faulting.

The last episode of regional geologic activity in the area was glaciation. The most recent period of glacial activity ended approximately 10,000 years ago. Glacial activity is responsible for much of the topographic expression in the area. "U-Shaped" valleys, moraine deposits, tarns, (glacial formed lakes), and rock glaciers are the most prominent features which are found in southwestern Colorado as a result of glacial activity. The valley configurations are a result of the erosional activity of the glaciers. Moraine deposits developed during the glacial activity. Rock glaciers are moving masses of rock which are thought to have an ice core which may be the last remnant of glacial ice. As the subsurface ice core moves and melts, the overlying mass of rock also moves.

APPENDIX D

GENERAL GEOTECHNICAL ENGINEERING CONSIDERATIONS

D1.0 INTRODUCTION

Appendix D presents general geotechnical engineering considerations for design and construction of structures which will be in contact with soils. The discussion presented in this appendix are referred to in the text of the report and are intended as tutorial and supplemental information to the appropriate sections of the text of the report.

D2.0 FOUNDATION RECOMMENDATIONS

Two criteria for any foundation which must be satisfied for satisfactory foundation performance are:

- . contact stresses must be low enough to preclude shear failure of the foundation soils which would result in lateral movement of the soils from beneath the foundation, and
- . settlement or heave of the foundation must be within amounts tolerable to the superstructure.

The soils encountered during our field study have varying engineering characteristics that may influence the design and construction considerations of the foundations. The characteristics include swell potential, settlement potential, bearing capacity and the bearing conditions of the soils supporting the foundations. The general discussion below is intended to increase the readers familiarity with characteristics that can influence any structure.

D2.1 Swell Potential

Some of the materials encountered during our field study at the anticipated foundation depth may have swell potential. Swell potential is the tendency of the soil to increase in volume when it becomes wetted. The volume change occurs as moisture is absorbed into the soil and water molecules become attached to or adsorbed by the individual clay platlets. Associated with the process of volume change is swell pressure. The swell pressure is the force the soil applies on its surroundings when moisture is absorbed into the soil. Foundation design considerations concerning swelling soils include structure tolerance to movement and dead load pressures to help restrict uplift. The structure's tolerance to movement should be

addressed by the structural engineer and is dependent upon many facets of the design including the overall structural concept and the building material. The uplift forces or pressure due to wetted clay soils can be addressed by designing the foundations with a minimum dead load and/or placing the foundations on a blanket of compacted structural fill. The compacted structural fill blanket will increase the dead load on the swelling foundations soils and will increase the separation of the foundation from the swelling soils. Suggestions and recommendations for design dead load and compacted structural fill blanket are presented below. Compacted structural fill recommendations are presented under COMPACTED STRUCTURAL FILL below.

D2.2 Settlement Potential

Settlement potential of a soil is the tendency for the soil to experience volume change when subjected to a load. Settlement is characterized by downward movement of all or a portion of the supported structure as the soil particles move closer together resulting in decreased soil volume. Settlement potential is a function of;

- . foundation loads,
- . depth of footing embedment,
- . the width of the footing, and
- . the settlement potential or compressibility of the influenced soil.

Foundation design considerations concerning settlement potential include the amount of movement tolerable to the structure and the design and construction concepts to help reduce the potential movement. The settlement potential of the foundation can be reduced by reducing foundation pressures and/or by placing the foundations on a blanket of compacted structural fill. The anticipated post construction settlement potential and suggested compacted fill thickness recommendations are based on site specific soil conditions and are presented in the text of the report.

D2.3 Soil Support Characteristics

The soil bearing capacity is a function of;

- . the engineering properties of the soil material supporting the foundations,
- . the foundation width,
- . the depth of embedment of the bottom of the foundation below the lowest adjacent grade,
- . the influence of the ground water, and
- . the amount of settlement tolerable to the structure.

Soil bearing capacity and associated minimum depth of embedment are presented in the text of the report.

The foundation for the structure should be placed on relatively uniform bearing conditions. Varying support characteristics of the soils supporting the foundation may result in nonuniform or differential performance of the foundation. Soils encountered at foundation depths may contain cobbles and boulders. The cobbles and boulders encountered at foundation depths may apply point loads on the foundation resulting in nonuniform bearing conditions. The surface of the formational material may undulate throughout the building site. If this is the case it may result in a portion of the foundation for the structure being placed on the formational material and a portion of the foundation being placed on the overlying soils. Varying support material will result in nonuniform bearing conditions. The influence of nonuniform bearing conditions may be reduced by placing the foundation members on a blanket of compacted structural fill. Suggestions and recommendations for constructing compacted structural fill are presented under COMPACTED STRUCTURAL FILL below and in the text of the report.

D3.0 COMPACTED STRUCTURAL FILL

Compacted structural fill is typically a material which is constructed for direct support of structures or structural components.

There are several material characteristics which should be examined before choosing a material for potential use as compacted structural fill. These characteristics include;

- . the size of the larger particles,
- . the engineering characteristics of the fine grained portion of material matrix,
- . the moisture content that the material will need to be for compaction with respect to the existing initial moisture content,
- . the organic content of the material, and
- . the items that influence the cost to use the material.

Compacted fill should be a non-expansive material with the maximum aggregate size less than about two (2) inches and less than about twenty five (25) percent coarser than three quarter (3/4) inch size.

The reason for the maximum size is that larger sizes may have too great an influence on the compaction characteristics of the material and may also impose point loads on the footings or floor slabs that are in contact with the material. Frequently pit-run material or crushed aggregate material is used for structural fill material. Pit-run material may be satisfactory, however crushed aggregate material with angular grains is preferable. Angular particles tend to interlock with each other better than rounded particles.

The fine grained portion of the fill material will have a significant influence on the performance of the fill. Material which

has a fine grained matrix composed of silt and/or clay which exhibits expansive characteristics should be avoided for use as structural fill. The moisture content of the material should be monitored during construction and maintained near optimum moisture content for compaction of the material.

Soil with an appreciable organic content may not perform adequately for use as structural fill material due to the compressibility of the material and ultimately due to the decay of the organic portion of the material.

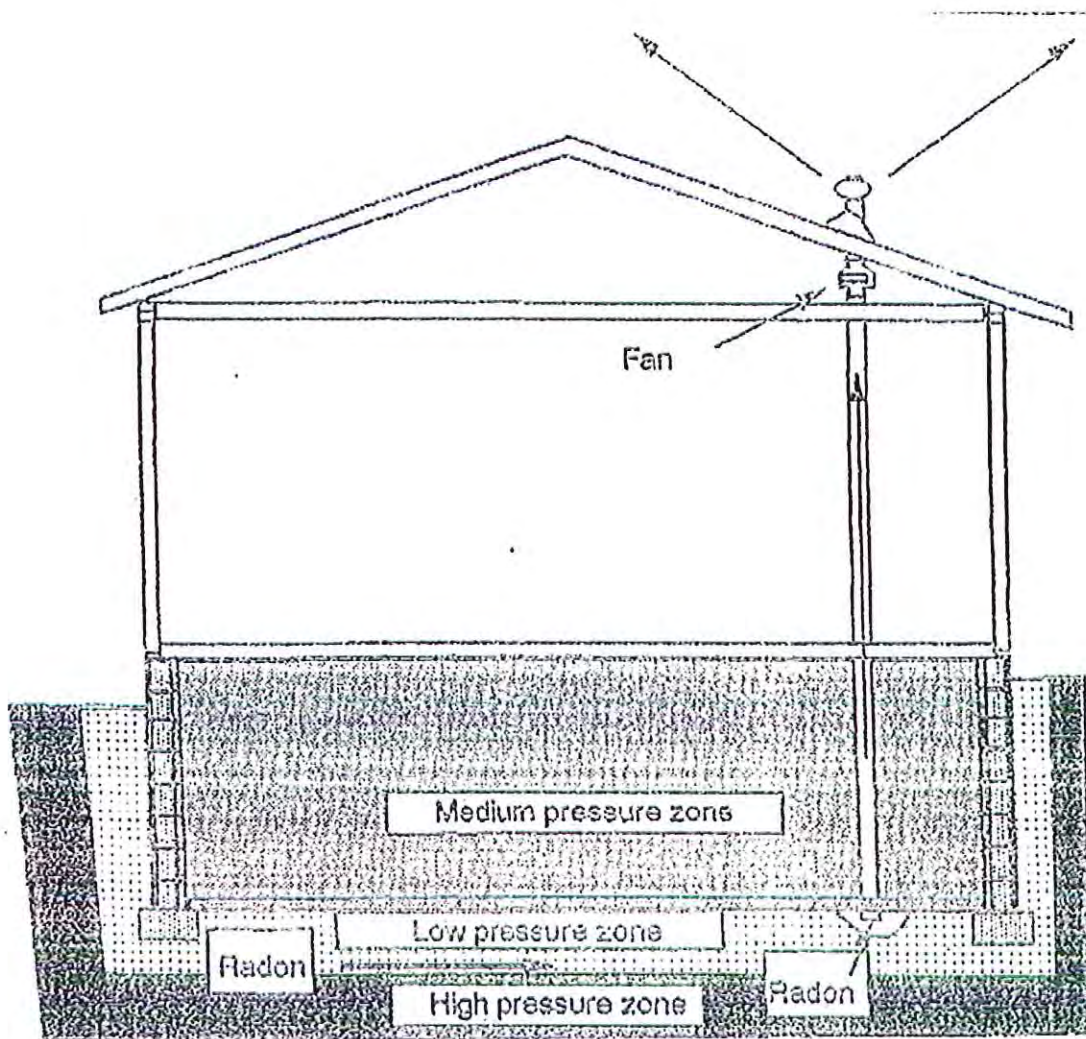
D4.0 RADON CONSIDERATIONS

Information presented in "Radon Reduction in New Construction, An Interim Guide: OPA-87-009 by the Environmental Protection Agency dated August 1987 indicates that currently there are no standard soil tests or specific standards for correlating the results of soil tests at a building site with subsequent indoor radon levels. Actual indoor levels can be affected by construction techniques and may vary greatly from soil radon test results. Therefore it is recommended that radon tests be conducted in the structure after construction is complete to verify the actual radon levels in the home.

We suggest that you consider incorporating construction techniques into the development to reduce radon levels in the residential structures and provide for retrofitting equipment for radon gas removal if it becomes necessary.

Measures to reduce radon levels in structures include vented crawl spaces with vapor barrier at the surface of the crawl space to restrict radon gas flow into the structure or a vented gravel layer with a vapor barrier beneath a concrete slab-on-grade floor to allow venting of radon gas collected beneath the floor and to restrict radon gas flow through the slab-on-grade floor into the structure. These concepts are shown on Figure D1.

If you have any questions or would like more information about radon, please contact us or the State Health Department at 303-692-3030.



This figure was excerpted from an EPA manual "Radon-resistant Construction Techniques for New Residential Construction" and reproduced here for reference only

RADON FLOW CONCEPT

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

GEOLOGIC HAZARD AND PRELIMINARY
GEOTECHNICAL ENGINEERING STUDY
RIDGWAY VILLAGE
RIDGWAY, COLORADO

Prepared for:
JSN

PROJECT NUMBER: M17003GE
APRIL 2, 2018

P.O. Box 3986
Grand Junction, CO 81502
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Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

April 2, 2018

JSN
P.O. Box 318
Ridgway, Colorado

Attention: Mr. Joseph Nelson

PN: M17003GE

Subject: Geologic Hazards and Preliminary
Geotechnical Engineering Study for the
Proposed Ridgway Village Housing Development
Ridgway, Colorado

Mr. Nelson :

Lambert and Associates is pleased to present our geologic hazards and preliminary geotechnical engineering study for the subject project. The field study was completed March 27, 2017.

This report does not present site and structure specific design parameters. For structure specific design parameters, please refer to the Geotechnical Engineering Study prepared for the project, M17003GE, dated April 25, 2017. We are available to provide material testing services for soil and concrete and provide foundation excavation observations during construction when needed. Lambert and Associates is available to be the geotechnical engineer for the project and provide material testing services to maintain continuity between design and construction phases.

If you have any questions concerning the information presented in this report for your project please contact us. Thank you for the opportunity to perform this study for you.

Respectfully submitted,
LAMBERT AND ASSOCIATES


Daniel R. Lambert, P.E.

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1.0 INTRODUCTION

This report presents the results of the geologic hazard and feasibility level geotechnical engineering study we conducted for the proposed multi-family residential development site. The study was conducted at the request of Mr. Doug Macfarlane, Architect, following the March 25, 2018 email request.

The conclusions, suggestions and recommendations presented in this report are based on the data gathered during our site and laboratory study and on our experience with similar soil conditions. Factual data gathered during the field and laboratory work are summarized in Appendices A and B.

1.1 Proposed Construction

It is our understanding the proposed development is to include approximately 22 residential structures and associated parking and drive areas and utilities.

1.2 Scope of Services

Our services for this Geologic Hazard and Preliminary Geotechnical Engineering included the following scope of our services as outlined below.

- We performed a literature search and review of existing appropriate information.
- The site characteristics observed are those outlined in the Geologic Hazard Colorado Geologic Survey Special Publication Number 6 which discusses H.B. 1041 and include:
 - . Avalanche
 - . Landslide
 - . Rockfall
 - . Mudflow
 - . Debris Fan
 - . Unstable Slopes
 - . Potentially Unstable Slopes
 - . Seismic Effect
 - . Radioactivity
 - . Ground Subsidence, and
 - . Expansive Soil and Rock.
- The field study included observing, describing and sampling the soil materials

encountered in nine (9) small diameter continuous flight auger test borings at the subdivision site area. Site conditions restricted and somewhat dictated the location of the test borings.

- The field study consisted of describing the soil materials encountered in small diameter continuous flight auger test borings at the subdivision site area. Site conditions restricted and somewhat dictated the location of the test borings.
- The soil materials encountered in the test borings were described.
- This report presents our discussion of the observed geologic hazards on the site and general feasibility level geotechnical engineering comments and suggestions for planning and preliminary design of the site development including:
 - . measured subsurface water levels,
 - . ground water elevation encountered and associated considerations.
- Our comments, suggestions and recommendations are based on the subsoil and ground water conditions encountered during our site studies.
- Our study did not address environmental or geotechnical engineering design level issues. Our study did not address site and structure specific soil design parameters. For structure specific design parameters, please refer to the Geotechnical Engineering Study prepared for the project, M17003GE, dated April 25, 2017.

2.0 SITE CHARACTERISTICS

Site characteristics include observed existing and pre-existing site conditions that may influence the geotechnical engineering aspects of the proposed site development.

2.1 Site Location

The site is located east of Redcliff Drive, Ridgway, Colorado. A project vicinity map is presented on Figure 1.

2.2 Site Conditions

The site is relatively flat exhibiting surface drainage away from the elevated eastern portion of the site. A small ditch is located on the eastern portion of the site. The site is bordered

to the north and west by Redcliff Drive, to the east by a vacant, undeveloped parcel and to the south by the Ridgway Christian Center.

2.3 Subsurface Conditions

The subsurface exploration consisted of observing, describing and sampling the soil materials encountered in nine (9) small diameter test borings. The approximate locations of the test borings are shown on Figure 2. The logs describing the soil materials encountered in the test borings are presented in Appendix A.

The soil materials encountered in the test borings consisted generally of sandy, silty clay with gravel materials underlain by sandy, clayey gravels and cobbles. The granular materials were encountered at approximate depths of two (2) to ten and one half (10-1/2) feet below existing site grades. Free subsurface water was encountered at approximate depths of five and one half (5-1/2) to seven (7) feet below existing site grades during the drilling activities.

3.0 GENERAL REGIONAL GEOLOGY DISCUSSION

3.1 Introduction

The proposed development site is located in the Uncompahgre River Valley north of the flanks of the San Juan Mountain range in southwestern Colorado. The region's geologic history is complex and the current expression of the area reflects the recent geologic events. A discussion of the southwestern Colorado geology is presented in Appendix B.

The Uncompahgre River Valley is an area located from Ouray at the south to the confluence of the Uncompahgre River with the Gunnison River near Delta to the north. The valley is flanked along the western edge by the Uncompahgre Plateau along the southeastern edge by the mountainous areas of the northern San Juan Mountains and along the northeastern edge by the Gunnison Uplift.

The dominant geologic unit in the valley is the unconsolidated alluvial, colluvial and glacial quaternary soil deposits. Generally the soils consist of relatively granular soil deposits, often associated with relatively shallow groundwater. Other soils in the area are results of decomposition of the Mancos formational shale. These soils are generally clay soils which commonly exhibit expansive characteristics.

The formational Mancos shale, Dakota sandstone, and Morrison Formation are the common sedimentary units in the valley. The Mancos shale and associated soils are by

far the most common unit encountered during land development. The shale often crops out in rolling hills and flat-topped bluffs.

The Mancos shale is the formational geological unit underlying the north/west portion of the subject site and the Dakota sandstone formation in the geological unit underlying the south portion of the site. The Mancos shale consists of a thinly laminated fissile carbonaceous shale. Portions of the unit consist of a blocky limestone. The shale weathers rapidly by exposure to air or water commonly producing expansive clay with shale fragments. Development of land with the presence of the Mancos shale requires geotechnical engineering assessment. This material is encountered throughout western Colorado and can be developed using prudent and proper geotechnical engineering techniques throughout planning, design and construction.

The Dakota sandstone formational material consists of interlayered claystone and sandstone with the sandstone layer becoming very thick. The claystone layers in the Dakota sandstone formational material commonly has a very high swell potential.

The Morrison Formation consists generally of shales and sandstones with some conglomerate. The sandstones are lenticular, meaning they thin and pinch out in either direction. The shale layers in the Morrison Formation typically have high to very high swell potential and weathers to expansive clay.

4.0 GENERAL BACKGROUND DISCUSSION OF GEOLOGIC HAZARDS

This section of the report is intended to discuss the various geologic hazards which are not necessarily site specific which may be encountered when developing any parcel of land. The explanations are brief and are only intended to familiarize the reader with the definition of the basic generally formed hazards and the context in which they are discussed. The information is not intended to be site specific to the proposed subdivision.

In 1974 the Colorado Legislature passed House Bill 1041. The purpose of the bill, in brief, was to designate potential geologic hazards which, if present, may pose a threat to the loss of life and property. This section of the report provides a definition of these and other geologic hazards which were considered as part of this study. The definitions presented below are a paraphrased version of more lengthy discussion presented in Colorado Geological Survey Special Publication 6, "Guidelines and Criteria for Identification and Land-Use Control of Geologic Hazard and Mineral Resource Areas".

Site specific observed hazard considerations are presented in section 5.0.

4.1 Radioactivity

Several locations in western Colorado have been mined for radioactive elements and by-products such as, Uranium, Thorium, and Vanadium. Tailings from these mines are one of the chief sources of hazards due to radioactivity. Other sources of radioactive hazards are natural surficial deposits of ore laden with radioactive elements and the sun. The emission of radiation may consist of the release of Alpha or Beta particles or Gamma rays. The radiation is released as part of the decay of a radiometrically unstable isotope. As this decay occurs, by products are produced. Gaseous radioactive substances, such as radon, are common radioactive hazards.

Site specific radioactivity hazard considerations are presented in section 5.1.

4.2 Seismic Effects

Hazards from diastrophic (earth movement) activity are any effects that may be directly or indirectly related to earthquakes. The effects of a formidable earthquake may be ground displacement, ground shaking, ground failure, abnormal water wave action and a host of other less prominent effects. Most of the State of Colorado is classified as a Zone 1 seismic risk on maps in the Uniform Building Code and other references. Zone 1 seismic risk areas are considered as low risk areas for hazards for seismic effects. The seismic risk zone map is presented on Figure 3. A small part of Colorado, in the vicinity of Pagosa Springs, is Zone 2B, most likely because of a recent event centered in Dulce, New Mexico.

In general, Colorado has had various sequences of seismic activity in the past. Initial seismic activity was associated with the relief of stresses during the uplift of the ancestral Rockies, during Paleozoic times. During the Cenozoic period little seismic activity occurred. Many of the fault trends associated with the uplift of the ancestral Rockies were fractured during the Neogene in association with the Laramide orogeny. An orogeny is a mountain building episode. The Laramide orogeny occurred about 68 to 75 million years ago and is credited with the formation of our current Rocky Mountains.

Recent activity, though mild, has occurred in the Montrose and Ridgway area.

Site specific seismic considerations are presented in section 5.2.

4.3 Ground Subsidence

Ground subsidence may be caused by man or natural processes. Subsidence of the ground surface may be attributed to collapsible soils, failure of subsurface voids, removal

of subsurface fluids, or mining activities. Collapsible soils may cause settlement of structure, however, geotechnical analysis and foundation design have advanced considerably in the past decade and engineering procedures for dealing with collapsible soils is available. Subsurface voids may be caused by hydrothermal or mining activity. The presence of subsurface voids may be recognized through subsurface exploratory drilling and often surficial topographic evidence of such voids may be observed.

Site specific ground subsidence information is presented in Section 5.3.

4.4 Landslides

"Landslide" is a term that is used in an extremely broad scope. Generally speaking, a landslide is the mass movement of a unit of material as a somewhat singular body. Commonly a landslide will move, or fail, on a semi-circular arc or plane. Features that are common to most landslides are; the main scarp, which is where the upper portion of the failure plane intersects the ground surface; transverse or extension fractures, this is the area of the slide that is usually in the lower third of the mass where bending of the materials occur; and the toe, this is the bottom of the slide which is often a lobate bulge in the ground surface. Landslides can encompass very large masses of soil, some covering several acres in size while others only encompass a few hundred square feet. Smaller movements are often referred to as slumps.

Site specific landslide considerations are presented in Section 5.4.

4.5 Avalanches

Avalanches are a common process in the Rocky Mountains and adjacent areas in the high country of Colorado.

There are three primary zones within an avalanche path. The zone of accumulation and failure exists at the highest elevation in an avalanche path (usually 20 degrees to 45 degrees slope gradient). This is the area where the avalanche begins. As the snow moves downslope it travels through the track which can be a relatively narrow chute which may be easily identified in the field, on topographic maps, and on areal photographs. The snow loses velocity and subsequently stops in the runout zone (usually less than 20 degrees slope gradient). The runout zone may also be easily identified in the field, on maps or photographs. Avalanches commonly occur at elevations in excess of 8,000 feet above sea level.

Avalanche considerations for this site are discussed in Section 5.5.

4.6 Rockfall

Rockfall is a hazard that may occur in areas where a rock becomes detached from a larger rock body or slope and moves downslope by the force of gravity. The movement of a singular rock may trigger the movement of other rocks downslope. Hazards from falling rocks generally occurs in areas beneath steep slopes or cliffs.

Rockfall hazard considerations for this site are presented in Section 5.6.

4.7 Flooding

Flooding of streams occurs when the gradient and size of the stream channel is not large enough to accommodate the amount of water flowing in the channel, therefore, water flow outside of the channel occurs.

Flooding considerations for this site are presented in Section 5.7.

4.8 Mudflows and Debris Fans

Mudflows are the mass movement of saturated soils downslope under the force of gravity. Debris fans occur under the same set of conditions, but the shape of the flow will be wider at the bottom due to decreased energy from slope gradient changes which gives the flow a "fan" appearance when viewed from above.

The site specific debris fan and mud flow considerations are presented in section 5.8.

4.9 Expansive Soil and Rock

Expansive materials are soils or rock that will experience volume changes as conditions such as moisture content and load are varied in or on them. Materials with clay are usually the most likely to exhibit expansive characteristics, however, a soil that is predominately sand, which is typically non-expansive, may exhibit expansive characteristics. A small amount of clay within the material matrix can expand and exert expansion forces throughout the sand. There are several design and construction techniques that may be used to reduce the effect of expansive soil materials.

Site specific expansive soil and rock considerations are presented in Section 5.9.

4.10 Slopes

An unstable slope may be considered as a slope that, due to natural factors, exhibits deterioration or movement of the materials within the slope. The movement of a slope is distinguished from a landslide in that a landslide will have a distinct failure plane which may or may not be evident in slope movement. Generally speaking, slope movement is a slow, continual movement whereas a landslide will be relatively rapid and occurs in intervals as the stresses required to cause failure become large. The natural factors often concerned with the destabilization of a slope are; slope angle, surface and subsurface water, seismic effects, and the nature of the material involved. Slope stability may be further influenced by construction and engineering. Careful planning, engineering, and construction may promote a more stable condition within a slope while unplanned development may decrease the stability of the slope.

Site specific slope stability considerations are presented in Section 5.10.

5.0 GEOLOGIC HAZARDS DISCUSSION

This section of our report discusses the observed site geologic hazards in the same order as they were discussed above. Potential mitigation concepts and suggestions for continued engineering assessment are presented for each of the observed hazard conditions.

The information presented below is based on field observations, literature research, observations of topographic maps and on discussions with other members of the project development design team.

5.1 Radioactivity

There were no signs of naturally occurring radioactive mineral, rock deposits, or mine tailings observed on the site at the time of the field observations. Based on our observations we do not feel that there is a potential for hazards from radiation on the site. A radiation survey was not included in our scope of work. A more detailed radiation survey may be performed if desired by the owner, at additional cost.

Information presented in "Radon Reduction in New Construction, An Interim Guide" OPA-87-009 by the Environmental Protection Agency dated August 1987 indicates that currently there are no standard soil tests or specific standards for correlating the results of soils tests at a building site with subsequent indoor radon levels. Soil radon tests are only indicators of the potential for site soils to produce radon gas. Actual indoor levels can be affected by

construction techniques and may vary greatly from soil radon test results. Therefore it is recommended that radon tests be conducted in the home after construction is complete to verify the actual radon levels in the home.

Much of the soil material and formational material in western Colorado produce small quantities of radon gas. We anticipate that the potential for radon gas may exist at this development site. We suggest that construction techniques be incorporated into the development to reduce radon levels in the residential structures and provide for retrofitting equipment for radon gas removal if it becomes necessary. Follow up radon tests should also be performed after completion of construction to verify radon levels in the structure.

Measures to reduce radon levels in residential structures include vented crawl spaces with vapor barrier at the surface of the crawl space to restrict radon gas flow into the house or a vented gravel layer with a vapor barrier beneath a concrete slab-on-grade floor to allow venting or radon gas collected beneath the floor and to restrict radon gas flow through the slab-on-grade floor into the structure. These concepts are shown on Figure 3.

If you have any questions or would like more information about radon please contact us or the State Health Department at 303-692-3030.

5.1.1 Mitigation/Assessment

If individual lot or project owners require a more in depth analysis of potential radiation sources, including measurement of site background radiation, we suggest that this be done on a lot specific basis.

5.2 Seismic Effects

Labeled faults near the site are 86Q, 87Q, 88Q, 89Q, 179Q and 95Mi approximately twenty five (25) miles west, south and east of the site. The fault labels are from Colorado Geological Survey Bulletin 43, "Earthquake Potential in Colorado". The fault number is followed by letters, the letters signify the oldest and youngest units displaced by the fault, or in the case of only one letter, the most recent movement.

The labeled faults are associated with the Uncompahgre block uplift and have displaced Quaternary period geologic units. (Kirkham, Rogers, 1981). The location of the faults is presented on Figure 4.

5.2.1 Mitigation/Assessment

Based on the information we have obtained and the site observations we do not feel that significant hazard such as rupture or significant shaking associated with seismic activity are likely on this site.

5.3 Ground Subsidence

There does not appear to be any large scale mining features on or near the site. There was no evidence of excavations significant enough to pose a hazard.

Our consolidation tests, which measure settlement potential, indicate that settlement of the near surface soil materials is likely after imposed loads from structures or fills.

It has been our experience in the area that natural subsurface voids may exist near the drainages, either natural or man made. These may be a result of surface water eroding the subsurface soil materials resulting in voids of varying sizes with very limited if any surface expression.

5.3.1 Mitigation/Assessment

Geotechnical engineering analysis and recommendations should be conducted on a lot and building specific basis to further assess the soil conditions, settlement potential and their influence on the proposed construction.

Observations of the site did not disclose any information which would indicate that subsurface voids exist, however our experience indicates that voids may exist without surface expression. For this reason we suggest that a geotechnical engineering study be performed for each proposed building site to help identify subsurface voids, if any, and that each foundation excavation be observed for evidence of potential subsurface voids.

5.4 Landslides

Landslides are common in the Montrose area along the mesa edges and steep slopes. The relatively steep slope inclinations below the mesa, the relatively moist soil conditions and regular irrigation on the mesas can all attribute to an environment for landslides as well as mudflows and slope instabilities.

Based on our observations of the subject subdivision site it is our opinion that landslides are not located on or are influencing the subject lots.

5.4.1 Mitigation/Assessment

Based on our information we do not feel that landslides exist on or influencing the site.

5.5 Avalanches

The proposed development is located in a relative flat area with no steep slopes above the site.

5.5.1 Mitigation/Assessment

Based on our information we feel avalanche hazard does not exist.

5.6 Rockfall

Rockfall hazards exist in areas below talus slopes, loose boulders, or more commonly below fractured cliff exposures of formational material. Formational material talus slopes or loose rock is not exposed above the site.

5.6.1 Mitigation/Assessment

Based on our observations of the site we feel that rockfall hazard does not exist on or influence the proposed subdivision.

5.7 Flooding

The site is located east of the Uncompahgre River. FEMA Flood Map Service Center does not include this site in a special flood hazard area. The western site boundary is approximately 850 feet east of the Uncompahgre river.

5.7.1 Mitigation/Assessment

Based on our observation of the site we do not feel that flooding hazard exists from the Uncompahgre River. It is our understanding the flow in the irrigation ditches on the site is a controlled flow.

5.8 Mudflow and Debris Fans

We did not observe any areas above or on the site that show signs of mudflow or debris fans.

5.8.1 Mitigation/Assessment

We do not feel that mudflow or debris fan hazards exist or influence the proposed development.

5.9 Expansive Soil and Rock

The Mancos shale and Dakota sandstone is the underlying formational material on the development. The Mancos shale and the claystone layers in the Dakota sandstone weathers to a clay and shale fragment soil. The soil, claystone and shale are almost always expansive in nature and construction problems may be associated with this type soil.

5.9.1 Mitigation/Assessment

If proper engineering, design and construction is done, construction on the expansive soil materials can typically be accommodated. For structure specific design parameters, please refer to the Geotechnical Engineering Study prepared for the project, M17003GE, dated April 25, 2017.

5.10 Slopes

This site is relatively flat and does not contain slopes with inclinations steeper than 3 to 1 (horizontal to vertical). The slopes appear stable at their current condition, however construction on or adjacent to the slopes may influence the stability of the slopes.

5.10.1 Mitigation/Assessment

Proper engineering design and construction for structures on or adjacent to these slopes can provide a foundation which will be compatible with the slope conditions. For structure specific design parameters, please refer to the Geotechnical Engineering Study prepared for the project, M17003GE, dated April 25, 2017.

6.0 GEOTECHNICAL ENGINEERING FEASIBILITY DISCUSSION

For structure specific design parameters, please refer to the Geotechnical Engineering Study prepared for the project, M17003GE, dated April 25, 2017.

7.0 RADON CONSIDERATIONS

Our experience indicates that many of the soils in western Colorado produce small quantities of radon gas. Radon gas may tend to collect in closed poorly ventilated structures. Radon considerations are discussed in section 5.1 above.

8.0 LIMITATIONS

This geologic hazard study is based on limited sampling, therefore it is necessary to assume that the subsurface conditions do not vary greatly from those encountered in the test borings. Our experience has shown that significant variations are likely to exist and can become apparent only during additional on-site excavation.

The information presented in this report is not intended to be used as design level geotechnical engineering recommendations. For structure specific design parameters, please refer to the Geotechnical Engineering Study prepared for the project, M17003GE, dated April 25, 2017.

It is the owner's and the owner's representatives responsibility to read this report and become familiar with the recommendations and suggestions presented. We should be contacted if any questions arise concerning the geotechnical engineering aspects of this project as a result of the information presented in this report.

The comments, suggestions and recommendations outlined above are based on our understanding of the currently proposed construction. We are available to discuss the details of our recommendations with you and revise them where necessary. This geotechnical engineering report is based on the proposed site development and scope of services as provided to us by Mr. Doug Macfarlane, Architect, on the type of construction planned, existing site conditions at the time of the field study, and on our findings. Should the planned, proposed use of the site be altered, Lambert and Associates must be contacted, since any such changes may make our suggestions and recommendations given inappropriate. This report should be used ONLY for the planned development for which this report was tailored and prepared, and ONLY to meet information needs of the owner and the owner's representatives.

We represent that our services were performed within the limits prescribed by you and with the usual thoroughness and competence of the current accepted practice of the geotechnical engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or our contract. We are available to discuss our findings with you. If you have any questions please contact us. The

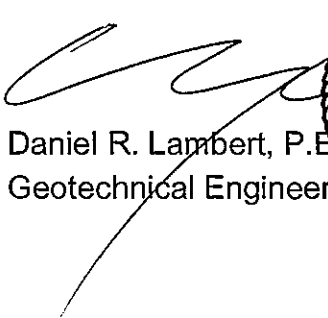
supporting data for this report is included in the accompanying figures and appendices.

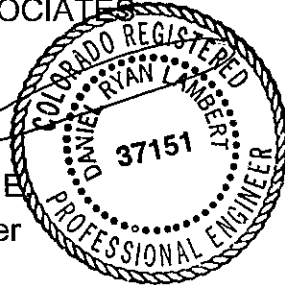
This report is a product of Lambert and Associates. Excerpts from this report used in other documents may not convey the intent or proper concepts when taken out of context or they may be misinterpreted or used incorrectly. Reproduction, in part or whole, of this document without prior written consent of Lambert and Associates is prohibited.

Please call when further consultation or observations and tests are required.

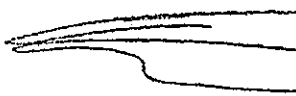
If you have any questions concerning this report or if we may be of further assistance, please contact us.

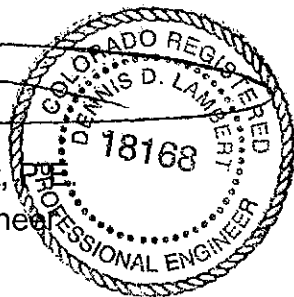
Respectfully submitted
LAMBERT AND ASSOCIATES


Daniel R. Lambert, P.E.
Geotechnical Engineer

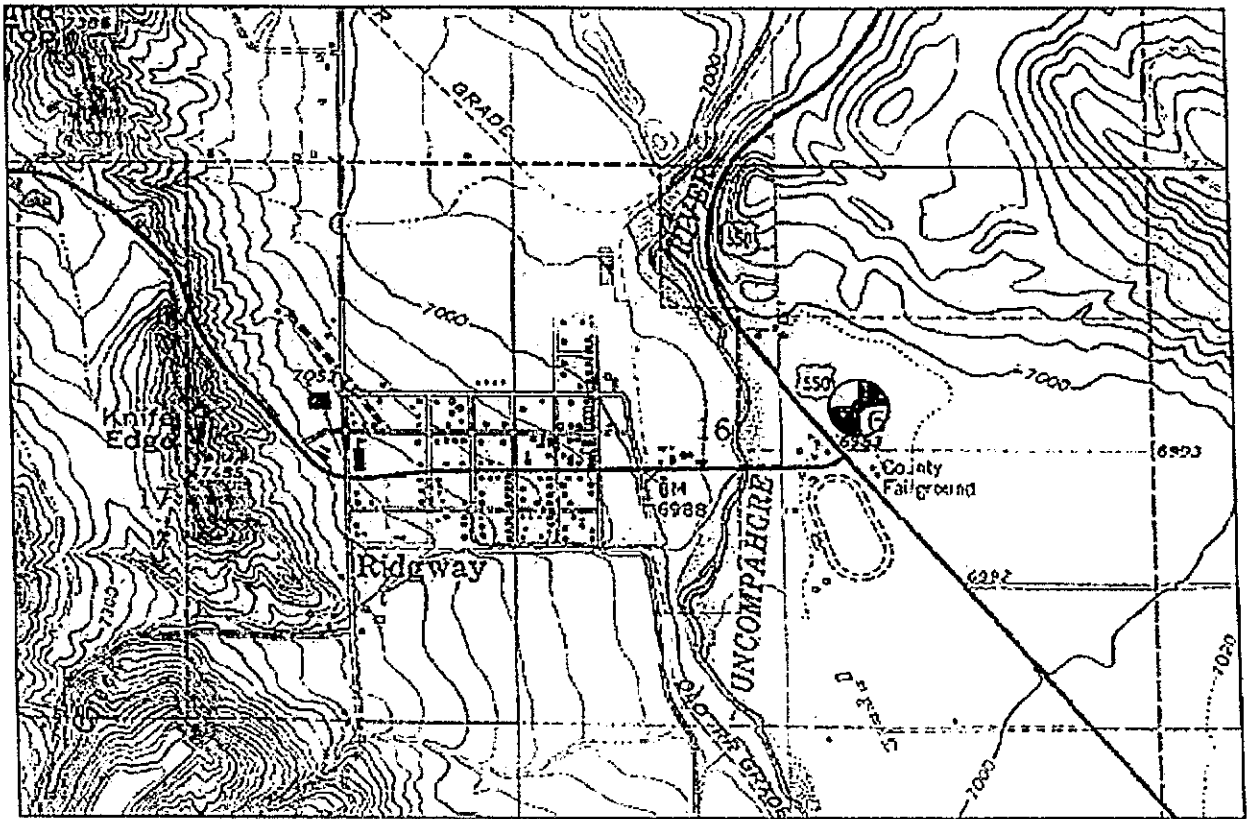


A circular professional engineer seal for Daniel R. Lambert, No. 37151. The seal features a rope-like border and contains the text: "COLORADO REGISTERED PROFESSIONAL ENGINEER" around the perimeter, "DANIEL RYAN LAMBERT" in the center, and "37151" below the name.


Dennis D. Lambert, P.E.
Geotechnical Engineer

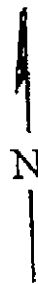


A circular professional engineer seal for Dennis D. Lambert, No. 18168. The seal features a rope-like border and contains the text: "COLORADO REGISTERED PROFESSIONAL ENGINEER" around the perimeter, "DENNIS D. LAMBERT" in the center, and "18168" below the name.



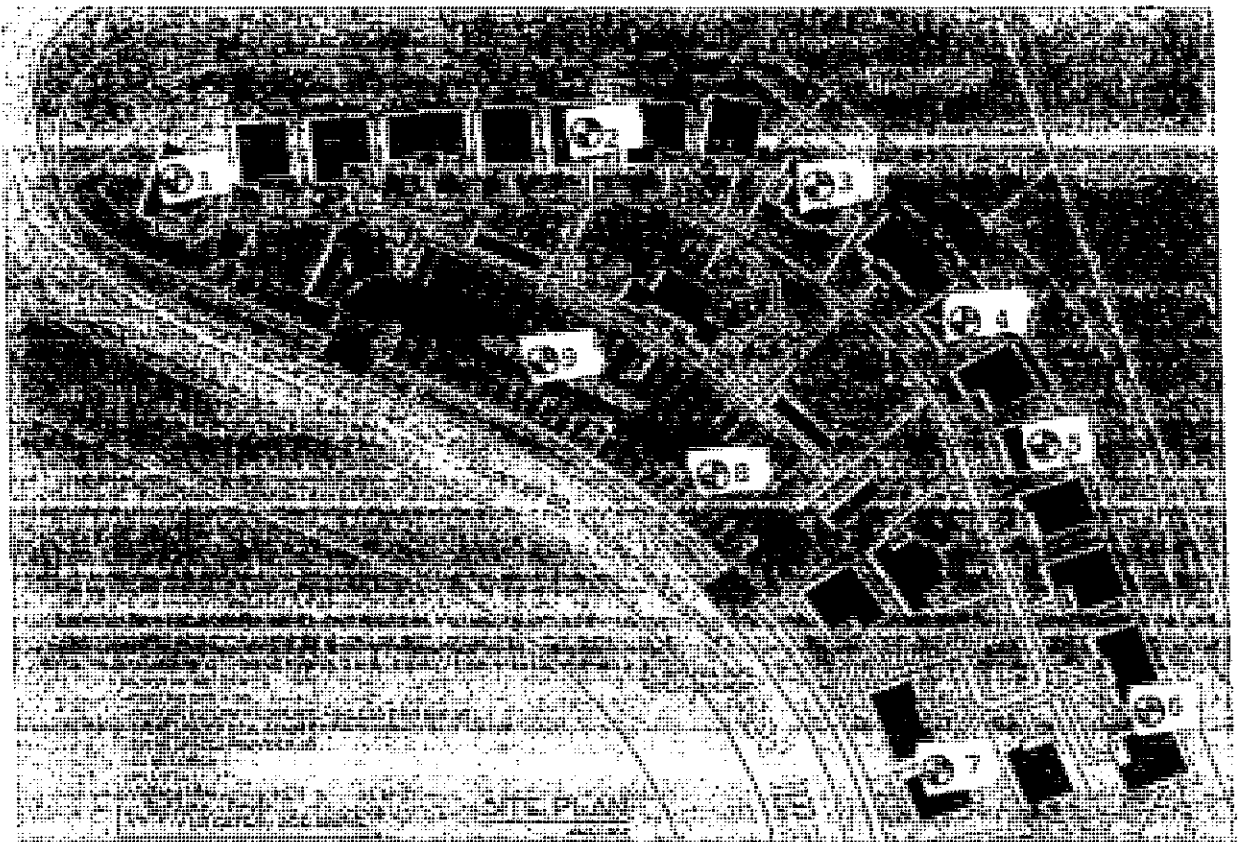
Indicates approximate project location

This map is intended to present geotechnical engineering data only



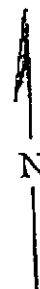
NO SCALE

PROJECT VICINITY MAP



⊙ Indicates approximate test boring locations

This sketch was reproduced by information provided by others and is intended to present geotechnical engineering data only



NO SCALE

TEST BORING LOCATION SKETCH

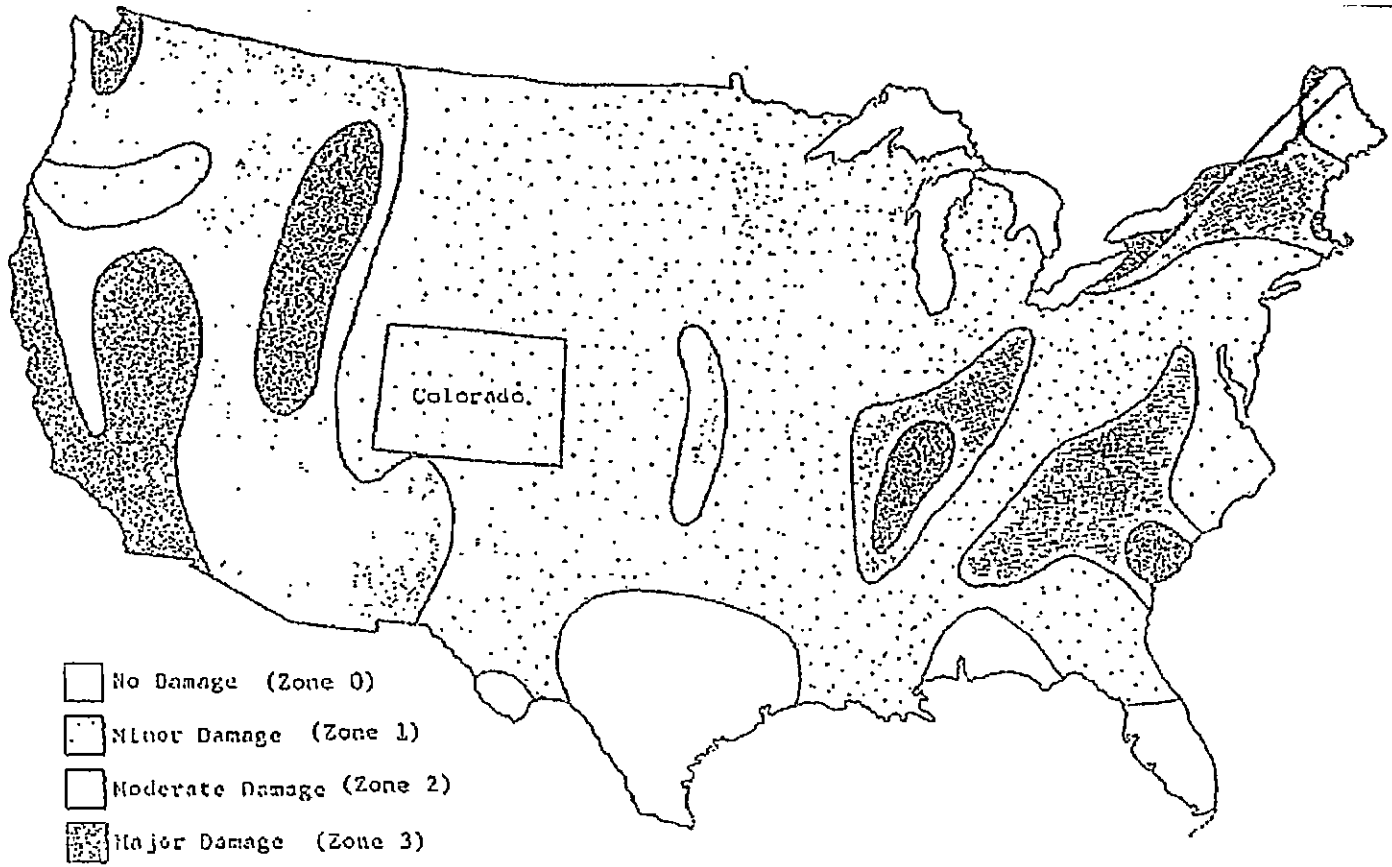
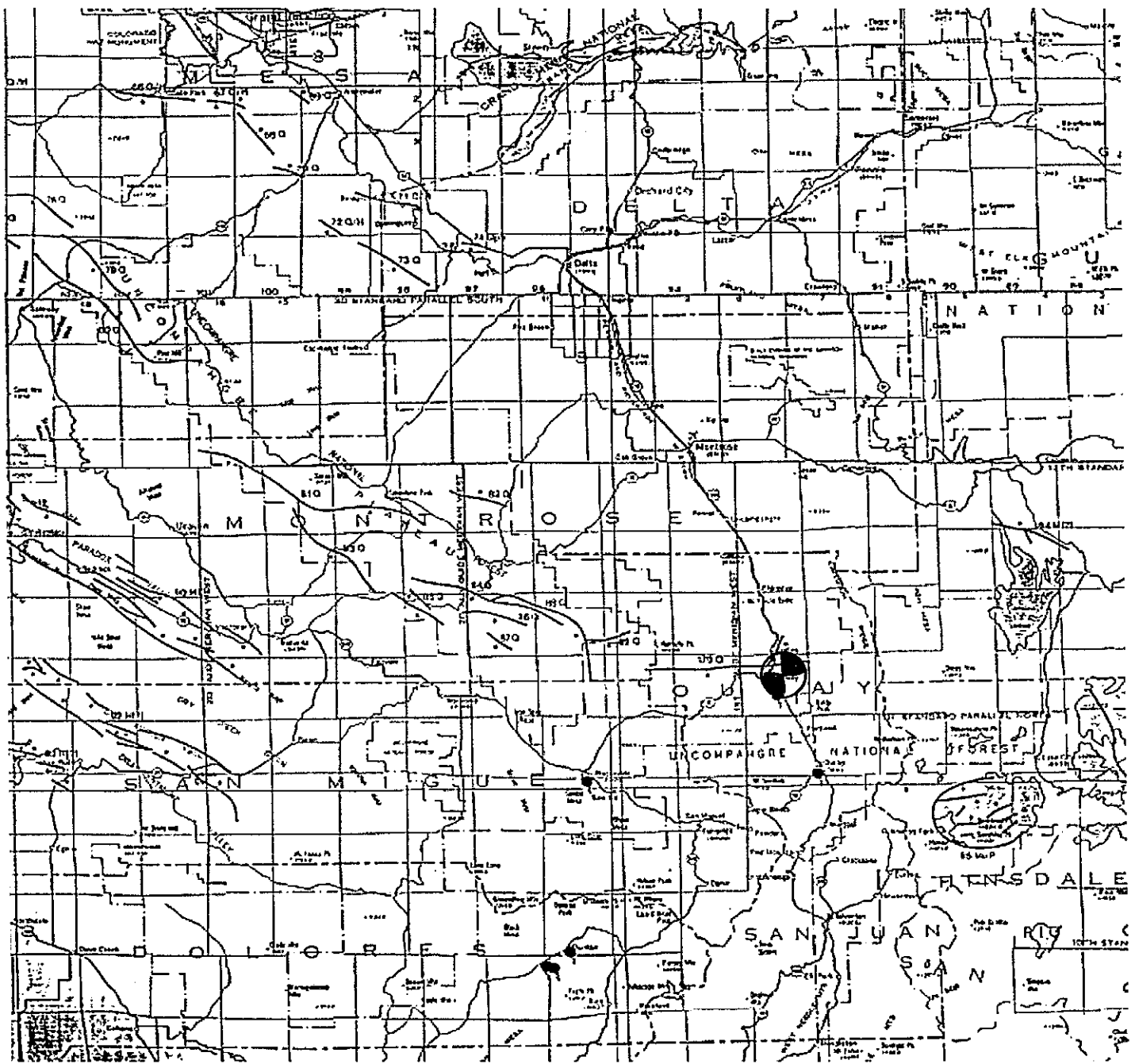


Figure 23. SEISMIC RISK MAP OF THE UNITED STATES (FROM ALGERMISSEN, 1969)

SEISMIC RISK MAP



 Indicates approximate project location

FAULT LOCATION SKETCH

Lambert and Associates

Project No.	M17003GE
Date:	April 2, 2018
Figure:	4

APPENDIX A

The field study was performed on February 9, 2018. The field study consisted of logging and sampling the soils encountered in nine (9) small diameter test borings. The approximate locations of the test borings are shown on Figure 2. The log of the soils encountered in the test borings are presented on Figures A2 through A10.

The test borings were logged by Lambert and Associates and samples of significant soil types were obtained. The samples were obtained from the test borings using a Modified California Barrel sampler and bulk disturbed samples were obtained. Penetration blow counts were determined using a 140 pound hammer free falling 30 inches. The blow counts are presented on the logs of the test borings such as 8/6 where 8 blows with the hammer were required to drive the sampler 6 inches .

The engineering field description and major soil classification are based on our interpretation of the materials encountered and are prepared according to the Unified Soil Classification System, ASTM D2488. The description and classification which appear on the test boring log is intended to be that which most accurately describes a given interval of the test boring (frequently an interval of several feet). Occasionally discrepancies occur in the Unified Soil Classification System nomenclature between an interval of the soil log and a particular sample in the interval. For example, an interval on the test boring log may be identified as a silty sand (SM) while one sample taken within the interval may have individually been identified as a sandy silt (ML). This discrepancy is frequently allowed to remain to emphasize the occurrence of local textural variations in the interval.

The stratification lines presented on the logs are intended to present our interpretation of the subsurface conditions encountered in the test boring. The stratification lines represent the approximate boundary between soil types and the transition may be gradual.

KEY TO LOG OF TEST BORING

Date Drilled:

Field Engineer:

Boring Number:

Location:

Elevation:

Diameter:

Total Depth:

Depth to Water at Time of Drilling:

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
Notes in this column indicate tests performed and test results if not plotted.					
	0			Sand, silty, medium dense, moist, tan (SM)	DD: Indicates dry density in pounds per cubic foot
				Unified Soil Classification	MC: Indicates moisture content as percent of dry unit weight
				Indicates Bulk Bag Sample	LL: Indicates Liquid Limit
				Indicates Drive Sample	PL: Indicates Plastic Limit
	5	C	X	Indicates Sampler Type:	PI: Indicates Plasticity Index
				C - Modified California SS - Standard Split Spoon H - Hand Sampler	
			7/12	Indicates seven blows required to drive the sampler twelve inches with a hammer that weighs one hundred forty pounds and is dropped thirty inches.	
	10			BOUNCE: Indicates no further penetration occurred with additional blows with the hammer	
				NR: Indicates no sample recovered	
	15			CAVED: Indicates depth the test boring caved after drilling	
				▼ Indicates the location of free subsurface water when measured	
				CLAY Note: Symbols are often used only to help visually identify the described information presented on the log.	
				SILT	
	20			SAND	
				GRAVEL	
				FORMATION	
				SANDSTONE	
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A1

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 14, 2017 **Field Engineer:** DRL **Boring Number:** 1
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** 7 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
[Symbol]	0			Clay, sandy, silty, med stiff, moist, brown	
[Symbol]	8/6 5/6	C	8/6 5/6	Gravel, sandy, clayey, med dense, moist to wet, brown, gray	Direct Shear Test DD: 102 pcf MC: 5.2%
	5			* Intermittent Silty Sand Lenses	
	10			* Intermittent Cobbles	
	15			Bottom of Test Boring at 15 feet	
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A2

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 14, 2017 **Field Engineer:** DRL **Boring Number:** 2
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** 7 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
[Hatched Pattern]					
[Symbol]	0			Clay, sandy, silty, med stiff, moist, brown	
[Symbol]	4.5	C	50/7	Gravel, sandy, clayey, med dense, moist to wet, brown, gray	Swell/Consolidation Test DD: 110 pcf MC: 4.8%
	5			* Intermittent Cobbles	
	10			* Intermittent Silty Sand Lenses	
	15			Bottom of Test Boring at 15 feet	
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A3

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 27, 2017 **Field Engineer:** DRL **Boring Number:** 3
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** 7 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
(Hatched area representing ground surface)					
(Symbol for clay)	0			Clay, sandy, silty, med stiff, moist, brown	
(Symbol for gravel)	5	C	X 17/6 21/6	Gravel, sandy, clayey, med dense, moist to wet, brown, gray	
	10			* Intermittent Clayey Sand Lenses	
	15			Bottom of Test Boring at 15 feet	
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE


Figure: A4

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 27, 2017 **Field Engineer:** DRL **Boring Number:** 4
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** None Encountered

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, sandy, silty, med stiff, moist, brown	
	5	C	 10/6 17/6	* Intermittent Gravels Swell/Consolidation Test DD: 117 pcf MC: 10.9%	
	10			Gravel, sandy, clayey, med dense, moist to wet, brown, gray	
	15			* Increased Moisture Content Observed	
	20			Bottom of Test Boring at 15 feet	
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A5

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 17, 2017 **Field Engineer:** DRL **Boring Number:** 5
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** 6 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
(Hatched area representing ground surface)					
	0			Clay, sandy, silty, med stiff, moist, brown	
	5	C	☒ 11/6 ☒ 15/6		Direct Shear Test DD: 104 pcf MC: 17.0%
	10			* Intermittent Silty Sand Lenses	
	15			Bottom of Test Boring at 15 feet	
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A6

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 17, 2017 **Field Engineer:** DRL **Boring Number:** 6
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** 5-1/2 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, sandy, silty, med stiff, moist, brown	
	5			Gravel, sandy, clayey, med dense, moist to wet, brown, gray	
	10			* Intermittent Silty Sand Lenses	
	15			Bottom of Test Boring at 15 feet	
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A7

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 17, 2017 **Field Engineer:** DRL **Boring Number:** 7
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 15 feet **Depth to Water at Time of Drilling:** 6 feet

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
	0			Clay, sandy, silty, med stiff, moist, brown	
	5	C	13/6 12/6	Gravel, sandy, clayey, med dense, moist to wet, brown, gray	Swell/Consolidation Test DD: 97 pcf MC: 4.3%
	10			* Intermittent Silty Sand Lenses	
	15			Bottom of Test Boring at 15 feet	
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A8

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 27, 2017 **Field Engineer:** DRL **Boring Number:** 8
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 5 feet **Depth to Water at Time of Drilling:** None Encountered

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
[Symbol]	0	Bulk		Clay, sandy, silty, med stiff, moist, brown	
[Symbol]	5			Gravel, sandy, clayey, med dense, moist to wet, brown, gray	
	5			Bottom of Test Boring at 5 feet	
	10				
	15				
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A9

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

LOG OF TEST BORING

Date Drilled: March 27, 2017 **Field Engineer:** DRL **Boring Number:** 9
Location: See test boring location diagram **Elevation:**
Diameter: 4 inches **Total Depth:** 5 feet **Depth to Water at Time of Drilling:** None Encountered

Symbol	Depth	Sample		Soil Description	Laboratory Test Results
		Type	N		
[Symbol]	0	Bulk		Clay, sandy, silty, med stiff, moist, brown	
[Symbol]	5			Gravel, sandy, clayey, med dense, moist to wet, brown, gray	
	5			Bottom of Test Boring at 5 feet	
	10				
	15				
	20				
	25				

Project Name: Ridgway Village

Project Number: M17003GE

Figure: A10

Lambert and Associates

CONSULTING GEOTECHNICAL ENGINEERS AND MATERIAL TESTING

APPENDIX B

The laboratory study consisted of performing:

- . Moisture content and dry density tests,
- . Swell-consolidation tests,
- . Radon tests.

It should be noted that samples obtained using a drive type sleeve sampler may experience some disturbance during the sampling operations. The test results obtained using these samples are used only as indicators of the in situ soil characteristics.

TESTING

Moisture Content and Dry Density

Moisture content and dry density were determined for each sample tested of the samples obtained. The moisture content was determined according to ASTM Test Method D2216 by obtaining the moisture sample from the drive sleeve. The dry density of the sample was determined by using the wet weight of the entire sample tested. The results of the moisture and dry density determinations are presented on the logs of borings, Figures A2 through A10.

Swell Tests

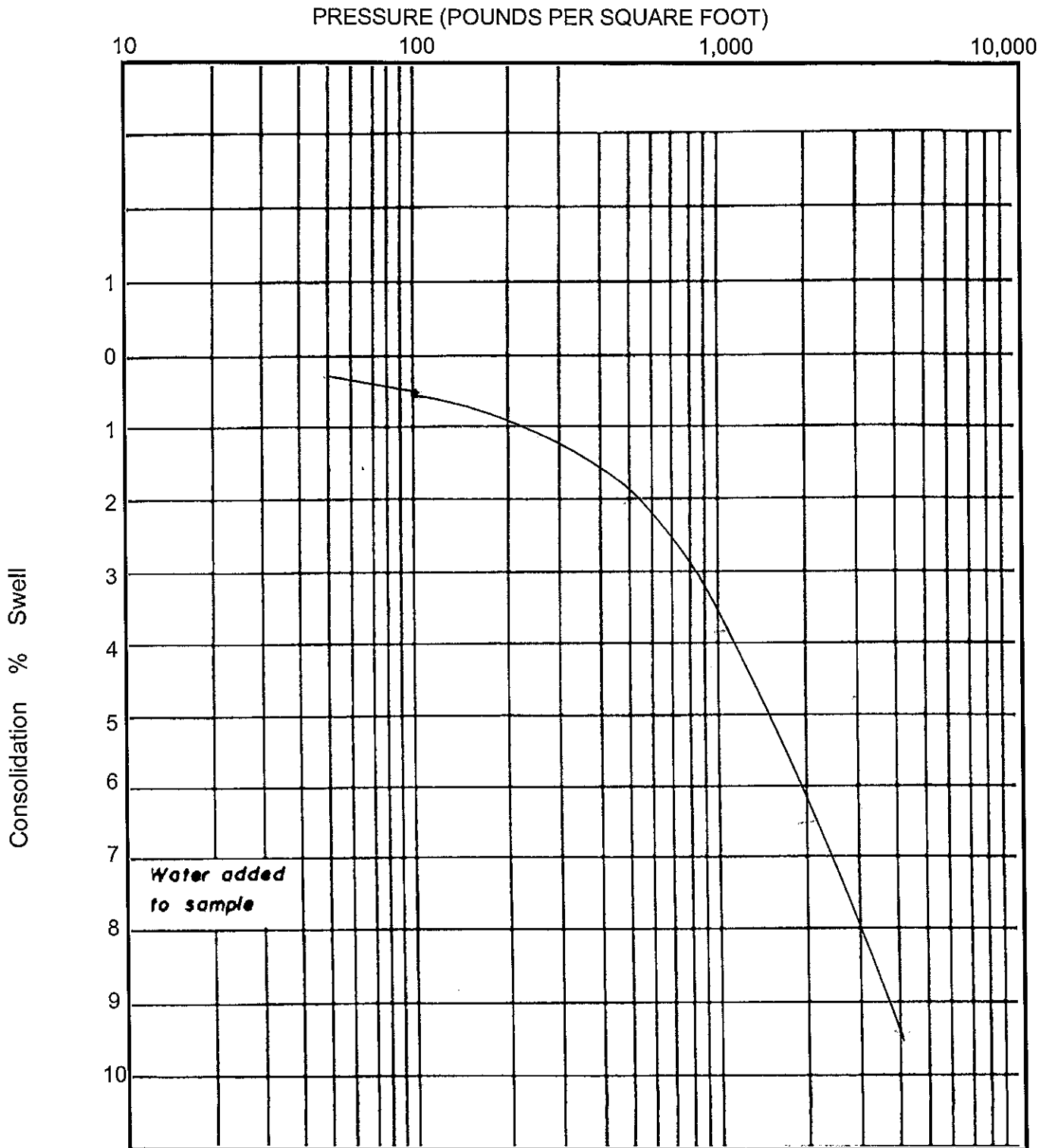
Loaded swell tests were performed on drive samples obtained during the field study. These tests are performed in general accordance with ASTM Test Method D2435 to the extent that the same equipment and sample dimensions used for consolidation testing are used for the determination of expansion. A sample is subjected to static surcharge, water is introduced to produce saturation, and volume change is measured as in ASTM Test Method D2435. Results are reported as percent change in sample height.

Consolidation Tests

One dimensional consolidation properties of samples were evaluated according to the provisions of ASTM Test Method D2435. Water was added in all cases during the test. Exclusive of special readings during consolidation rate tests, readings during an increment of load were taken regularly until the change in sample height was less than 0.001 inch

over a two hour period. The results of the swell-consolidation load tests are summarized on Figures B1 through B3, swell-consolidation tests.

It should be noted that the graphic presentation of consolidation data is a presentation of volume change with change in axial load. As a result, both expansion and consolidation can be illustrated.



SUMMARY OF TEST RESULTS						
Boring No.	2	Moisture Content %	Dry Density PCF	Height in	Diameter In	Swell Pressure PSF
Initial		4.8	110	1.00	1.94	Less Than 100
Final		17.0	117	0.906	1.94	
Soil Description	Sand, gravel, clayey, brown					

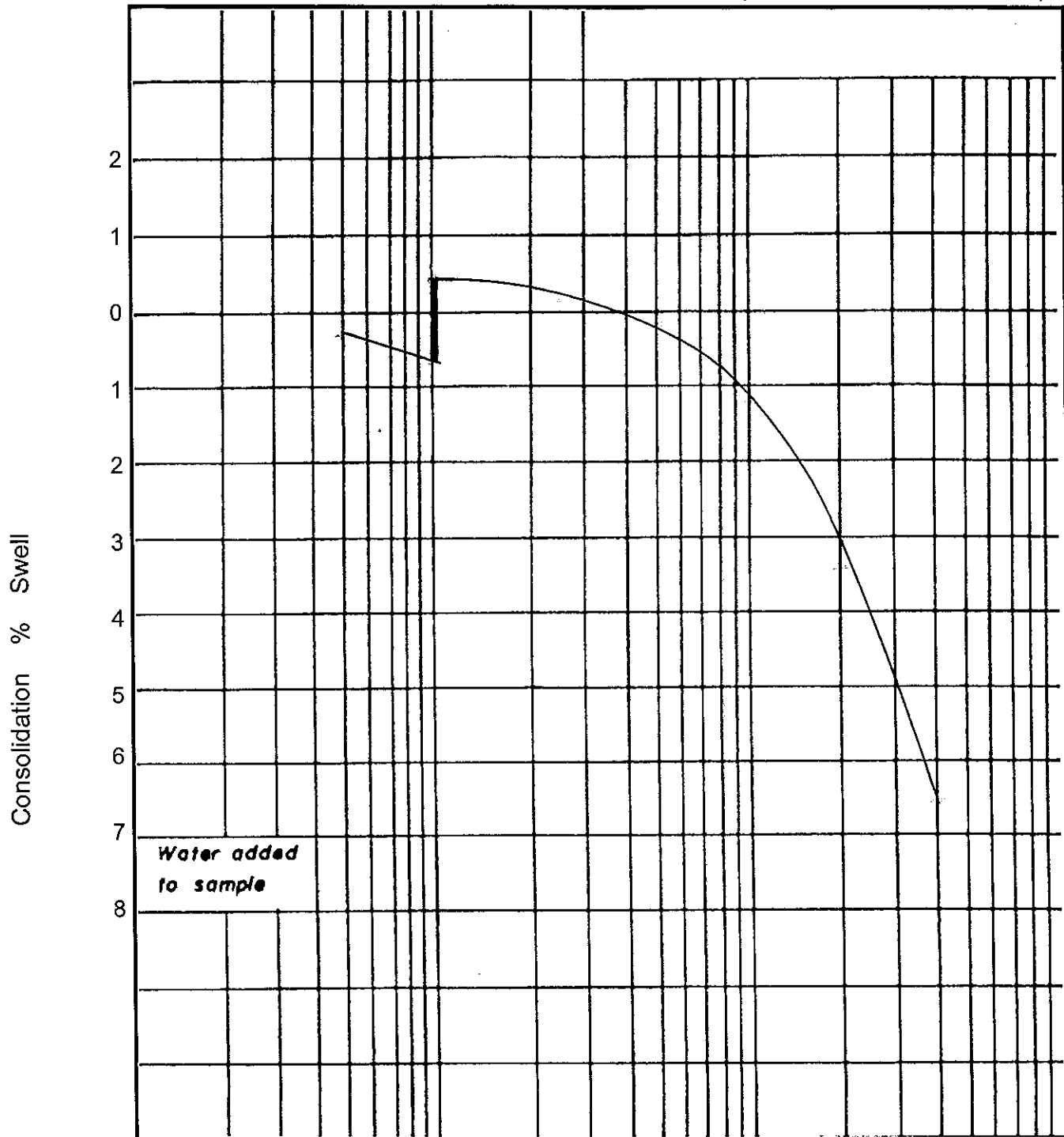
SWELL-CONSOLIDATION TEST

Lambert and Associates

Project No.	M17003GE
Date:	April 2, 2018
Figure:	B1

PRESSURE (POUNDS PER SQUARE FOOT)

10 100 1,000 10,000



*Water added
to sample*

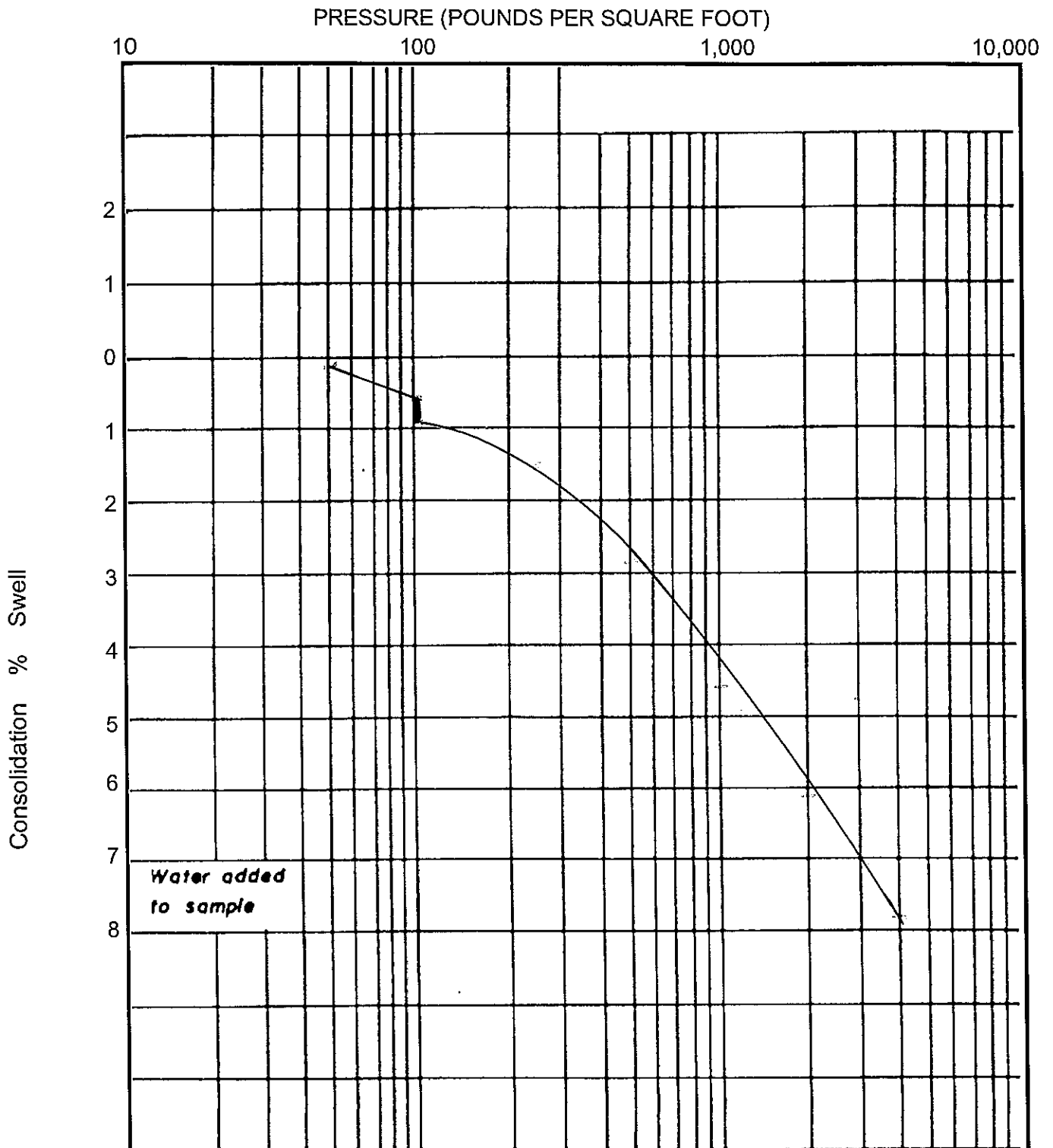
SUMMARY OF TEST RESULTS

Boring No.	Moisture Content %	Dry Density PCF	Height in	Diameter In	Swell Pressure PSF
4	10.9	117	1.00	1.94	± 600
Depth 4-5 ft	18.3	124	0.935	1.94	
Soil Description	Clay, silt, sandy, few gravels, brown				

SWELL-CONSOLIDATION TEST

Lambert and Associates

Project No. M17003GE
 Date: April 2, 2018
 Figure: B2



SUMMARY OF TEST RESULTS					
Boring No.	Moisture	Dry Density	Height	Diameter	Swell Pressure
Depth	Content %	PCF	in	In	
7	4.3	97	1.00	1.94	Less Than 100
4-5 ft	20.9	107	0.923	1.94	
Soil Description		Sand, gravel, silty, brown			

SWELL-CONSOLIDATION TEST

Lambert and Associates

Project No.	M17003GE
Date:	April 2, 2018
Figure:	B3

APPENDIX C

GEOLOGY DISCUSSION
SOUTHWEST COLORADO GEOLOGY

Southwest Colorado exhibits many geologic features formed by a multitude of geologic processes. Regional inundation, uplift, volcanism and glaciation are responsible for some of the complex geology of the region. Many theories and speculations concerning the mode of occurrence of the regions's geology have been presented over the years. This cursory discussion of the geology of southwest Colorado presents some theories accepted by the geologic community, but is only intended to introduce the basic concepts and restraints that arise due to geologic activity.

Prior to the formation of the Rocky Mountains southwest Colorado was a primarily a flat lying region with little topographic expression. The North American continent was experiencing many episodes of deposition. The Transcontinental Sea was transgressing and regressing across the continent, these transgressions and regressions are the cause for such diverse rock types. The stratigraphic column in southwestern Colorado expresses rock types from variable depositional environments. Limestones are formed in deeper water, sandstones are formed in beach and tidal flat environments, while arkosic sandstone and conglomerates are formed in alluvial plains and fans. Particle size and mineralogic content in rock units are related to the depositional environment. A sandstone or conglomerate would not be likely to form in a deep sea environment because there would not be enough energy to carry such large particles a great distance from the source lands. As one observes the stratigraphic column of southwest Colorado a siltstone may be overlain by a sandstone which is in turn overlain by a siltstone. This represents a regressional then transgressional sequence. Many such sequences or combinations of other rock units are exhibited throughout southwest Colorado.

The final regression of the sea may have been caused by orogenic activity and uplift. This uplift was not confined to Colorado, it was a regional uplift that occurred in many stages. The uplift is what caused the formation of the ancestral rockies. The Larimide Orogenic episode is responsible for the formation of the San Juan dome. (Note: The San Juan dome theory is not accepted by the entire geologic community. It is used here for descriptive purposes). The San Juan dome was essentially an upwarp of the stratigraphy formed by sedimentation during the Transcontinental Sea. An actual dome probably never

existed due to erosion during the uplift. The idea being that a dome of sediments and rock units would have existed had erosion and diastrophism not taken place. The orientation of bedding planes forms a radial pattern around the San Juan region which seems to vindicate this theory.

The stresses need to "upwarp" this large area were obviously tremendous. Locally occurring stresses may not be sufficient to move this quantity of material, global tectonics, directly or indirectly, may have been involved. Compression of the entire North American plate could have occurred. The magnitude of the stresses and the deep seated origin of these stresses also have caused extensive volcanism. Colorado has many large remnants of Calderas that were active during the orogenic activity. The Silverton and Lake City Calderas are the largest in the San Juan region. Activity in the Silverton Caldera has been estimated (radiometrically) to have occurred 22 million years ago. Calderas of this magnitude are believed to have formed by the collapse of epierogenic magma chambers. Volcanic and metamorphic rock bodies are common in the San Juan region, many of these units are related to the orogenic activity in the region.

Faults associated with local orogenic activity are another common geologic feature found in southwestern Colorado. As stated previously, extreme stresses were probably associated with the formation of the San Juan Mountains and may be responsible for deep-seated volcanic and metamorphic processes. These stresses had to be released, the geologic mode for stress release is faulting. Diastrophic activity in the area today is quite low, the lack of seismic activity indicates that stresses are not currently being released. An explanation for the loss of stresses is through faulting.

The last episode of regional geologic activity in the area was glaciation. The most recent period of glacial activity ended approximately 10,000 years ago. Glacial activity is responsible for much of the topographic expression in the area. "U-Shaped" valleys, moraine deposits, tarns, (glacial formed lakes), and rock glaciers are the most prominent features which are found in southwestern Colorado as a result of glacial activity. The valley configurations are a result of the erosional activity of the glaciers. Moraine deposits developed during the glacial activity. Rock glaciers are moving masses of rock which are thought to have an ice core which may be the last remnant of glacial ice. As the subsurface ice core moves and melts, the overlying mass of rock also moves.

Hydrant #1
 Pitot 26 psi
 2.5" Hose Butt
 860 GPM
 05/07/18
 1:30 PM

#1

HYDRANT TESTED

Hydrant #2
 Static Pressure = 90 psi
 Residual Pressure = 69 psi
 05/07/18
 1:30 PM
 Dynamic Fire Protection Systems Inc.
 Gordon Mull - Principal

HYDRANT TESTED

#2

SCHEDULE OF DRAWINGS

- 20- FIREFIGHT FLOW ANALYSIS PLAN
- 21- FIREFIGHT FLOW ANALYSIS PLAN
- 22- HYDRANT PLAN
- 23- UTILITY DETAILS
- 24- SERVICE PROFILES
- 25- LANDSCAPE PLAN
- 26- UTILITY ELECTRICAL PLAN
- 27- PLANNING PLAN

PROJECT DATA

LOCATION: LOTS 20-24, REDCLIFF DRIVE, SUBDIVISION
 ZONING: R-10
 OWNER: VISTA PARK DEVELOPMENT, LLC
 ARCHITECT: BOUL MACFARLANE ARCHITECT, LLC

TO: A-2 Units - 750 sq ft each = 3500 sq ft
 B-2 Units - 800 sq ft each = 3200 sq ft
 C-2 Units - 850 sq ft each = 3400 sq ft
 D-2 Units - 875 sq ft each = 3500 sq ft
 E-2 Units - 925 sq ft each = 3700 sq ft

Total Unit Square Footage = 16,500 sq ft

COMMON BUILDING: 8000 sq ft
 STORAGE: 1 - 500 sq ft
 STORAGE: 2 - 500 sq ft
 STORAGE: 3 - 500 sq ft
 STORAGE: 4 - 500 sq ft

PARKING SUMMARY

REQUIRED
 DUPLEX UNITS (LESS THAN 600 SQ FT) 1.5 SPACES PER UNIT
 198 UNITS (61 LESS THAN 600 SQ FT) 297 SPACES
 2 BLDG UNITS 2 SPACES (EXCLUDING INCLUDING)
 4 SPACES (EXCLUDING INCLUDING)
 TOTAL SPACES REQUIRED 303

PROVIDED
 302 STANDARD SPACES (BY BE PROVIDED FOR WITH)
 4 SPACES INCLUDING 2 VAN SPACES
 TOTAL SPACES PROVIDED 306

DESIGN DATA

BUILDING CODE: IBC 2006 LATEST
 SURFACE COVER LOAD: 65 PSF
 RAINFALL LOAD: 30 PSF
 FLOOR LIVE LOAD: 40 PSF
 FLOOR DEAD LOAD: 25 PSF
 WIND LOAD: 20 WPS
 FROST DEPTH: 48 INCHES
 SEISMIC ZONE: C



OVERALL SITE PLAN
 SCALE: 1"=20'-0"

DATE: 05/07/18
 DRAWN BY: G.MULL

VISTA PARK COMMONS
 REDCLIFF DRIVE COMPANY SUBDIVISION
 LOTS 20-24

SITE PLAN

BOUL MACFARLANE
 ARCHITECT, LLC
 1000 N. 10TH STREET, SUITE 200, DENVER, CO 80202
 (303) 733-8888

DATE: 05/07/18
 SCALE: 1"=20'-0"

51

Water Flow Calculations for Vista Park Commons

Water Service	Flow Rate		
Using IPC 2006 Table 604.3	GPM		
Kit Sink	2.2		
Dish Washer	2.75		
Laundry	4		
Lav	2.2		
Bath Tub / Shwr	4		
Toilet (Close Coupled)	3		
Total GPM Per Home	18.15		
Number of Homes	25		
Total Peak GPM	453.75		
This Total Peak Demand of 453.75 GPM is well under the 860 GPM at Residual Pressure of 69 psi that is shown on Test results from Dynamic Fire That we submitted to you			
As shown on our Utility plan we have specified a 6" water main which can deliver approximately 800 GPM			
Sanitary Drainage Fixture Units			
Using IPC 2006 - Table 709.1	Fixture Units		
Kitchen Sink w/ Garbage Disp & Dish Washer	2		
Bathroom Group w/ 1.6 GPF Toilet	5		
Cloths Washer - Residential	2		
Total Fixture Units Per House	9		
Number of Homes	25		
Total Fixture Units per PUD	225		
As shown on our utility plan we have specified a 8" sewer main which is more than adequate for handling this number of fixture units			

Vista Park Commons - Existing Vacant Land Area - Ridgway Land Co. Subdivision - Lots 30 thru 34

Existing Lots	Acres	Sq Ft	
Lot 30	0.466	43,560	
Lot 31	0.545	43,560	
Lot 32	0.573	43,560	
Lot 33	0.541	43,560	
Lot 34	0.318	43,560	
Total Acres		2.443	
		Total Sq Ft	
		106417.08	
1 Area of Existing Loam w/ Light Vegetation - Rational Method (Q = C x I x A/96.23)			
Coefficient of Runoff		0.35	C
			x
Rainfall Intensity in Inches per Hour - 100 Year Event		1.75	I
			x
Total Area of Light Vegetation		106417.08	A
		96.23	Div By
Gallons per Minute of Runoff in 100 Year Event		677	

Vista Park Commons - Improvements on Land

Roof Area of House Units			
	SF Each	# of Units	Total SF per Model
Model A-2	1100	5	5500
Model B-2	1300	2	2600
Model C-2	1200	6	7200
Model D-1	1100	2	2200
Model D-2	1200	4	4800
Model E - ea Studio Unit	800	6	4800
	# of Units	25	
Total House Units Roof Area			27100
2 Roof area of House Units Roofs - Rational Method (Q = C x I x A/96.23)			
Coefficient of Runoff		1	C
			x
Rainfall Intensity in Inches per Hour - 100 Year Event		1.75	I
			x
Total Area of House Units Roofs		27100	A
		96.23	Div By
Gallons per Minute of Runoff in 100 Year Event		493	

Roof Area of Common Buildings					
	SF Each	# of Units	Total SF per Model		
Main Common Building	1500	1	1500		
Storage Units Buildings (4 Bldgs - 26' x 32' = 572')	572	4	2288		
Total Common Buildings Roof Area				3788	
3 Roof area of Common Buildings Roofs - Rational Method (Q = C x I x A/96.23)					
Coefficient of Runoff				1	C
					x
Rainfall Intensity in Inches per Hour - 100 Year Event				1.75	I
					x
Total Area of Common Building Roof Area				3788	A
				96.23	Div By
Gallons per Minute of Runoff in 100 Year Event				69	

Common Area Walks / Hard Surface Area					
	Length	Width	SqFt		
Parking Lot Walks	330	5	1650		
Main Internal Walks	710	4	2840		
Trash Area & Storage Walks	100	3.5	350		
Total Common Walks Area				4840	
4 Common Area Walks & Hard Surface Area - Rational Method (Q = C x I x A/96.23)					
Coefficient of Runoff				1	C
					x
Rainfall Intensity in Inches per Hour - 100 Year Event				1.75	I
					x
Total Area of Common Walks & Hard Surface				4840	A
				96.23	Div By
Gallons per Minute of Runoff in 100 Year Event				88	

Sidewalks to Each Home					
	Length	Width	SqFt		
Lot 1	20	3	60		
Lot 2	45	3	135		
Lot 3	22	3	66		
Lot 4	24	3	72		
Lot 5	22	3	66		
Lot 6	22	3	66		
Lot 7	22	3	66		
Lot 8	24	3	72		
Lot 9	33	3	99		

Lot 10	28	3	84		
Lot 11	30	3	90		
Lot 12	25	3	75		
Lot 13	24	3	72		
Lot 14	22	3	66		
Lot 15	20	3	60		
Lot 16	24	3	72		
Lot 17	22	3	66		
Lot 18	33	3	99		
Lot 19	70	3	210		
Lot 20	30	3	90		
Lot 21	45	3	135		
Lot 22	27	3	81		
Lot 23	32	3	96		
Lot 24	23	3	69		
Lot 25	17	3	51		

Total House Walks Area				2118	
5 Sidewalks to Each Home Area - Rational Method (Q = C x I x A/96.23)					
Coefficient of Runoff				1	C
					x
Rainfall Intensity in Inches per Hour - 100 Year Event				1.75	I
					x
Total Area of Sidewalks to Each home				2118	A
				96.23	Div By
Gallons per Minute of Runoff in 100 Year Event				39	

6 Total Area of Gravel Drive & Parking - Rational Method (Q = C x I x A/96.23)					
Coefficient of Runoff				0.65	C
					x
Rainfall Intensity in Inches per Hour - 100 Year Event				1.75	I
					x
Total Area of Gravel Drive & Parking				15200	A
				96.23	Div By
Gallons per Minute of Runoff in 100 Year Event				180	

7 Total Area of Grassed Area - Rational Method (Q = C x I x A/96.23)					
Coefficient of Runoff				0.35	C
					x
Rainfall Intensity in Inches per Hour - 100 Year Event				1.75	I
					x
Total Area of Grassed Area				42216	A
				96.23	Div By
Gallons per Minute of Runoff in 100 Year Event				269	

8	Total Area of Mirafi Cloth & Gravel - Rational Method ($Q = C \times I \times A/96.23$)		
	Coefficient of Runoff	0.65	C
			x
	Rainfall Intensity in Inches per Hour - 100 Year Event	1.75	I
			x
	Total Area of Mirafi Cloth & Gravel Area	14072	A
		96.23	Div By
	Gallons per Minute of Runoff in 100 Year Event	166	

Summary of Gallons per Minute of Runoff in 100 Year Event		
1	Area of Existing Loam w/ Light Vegetation	Existing
	Gallons per Minute of Runoff in 100 Year Event	677
2	Roof Area of House Units	Developed
	Gallons per Minute of Runoff in 100 Year Event	493
3	Roof Area of Common Buildings	Developed
	Gallons per Minute of Runoff in 100 Year Event	69
4	Common Area Walks & Hard Surface Area	Developed
	Gallons per Minute of Runoff in 100 Year Event	88
5	Sidewalks to Each Home Area	Developed
	Gallons per Minute of Runoff in 100 Year Event	39
6	Total Area of Gravel Drive & Parking	Developed
	Gallons per Minute of Runoff in 100 Year Event	180
7	Total Area of Grassed Area	Developed
	Gallons per Minute of Runoff in 100 Year Event	269
8	Total Area of Mirafi Cloth & Gravel	Developed
	Gallons per Minute of Runoff in 100 Year Event	166
		Total Existing
		Developed
		1303 677
		Increased GPM
	Total Increased Gallons per Minute Runoff in 100 Year Event	626
	One Hour 100 Year Event (60 Minutes)	60
	Total Added Gallons from Developed Site in One Hour/100 Yr Event	37538

Planned Site Drainage Mitigation

(See Attached Map)

North & East Drainage Area

The Purple Drainage Area accounts for approximately 2/3 of the run-off with the majority of Roof and Hard Surface Area. This drainage area is mitigated first with NDS drywell systems at drainage easement between each house - before draining into irrigation channel. As run-off water moves down stream from Vista Park Commons there will be an enlarged retention area of approximately 30,000 gallon capacity - just before crossing under Redcliff Circle. This should handle the 25,023 gallons as indicated at right.

37538

66.66%

25023

South & West Drainage Area

The Blue Drainage Area accounts for approximately 1/3 of the run-off with large area's of grass, landscape, and permeable parking surface. As permeable surfaces become saturated the run-off from these area's is directed into retention area with an approximate capacity of 13,500 gallons before draining into the collection basin before going under Redcliff Circle. This should handle the 12,511 gallons as indicated at right.

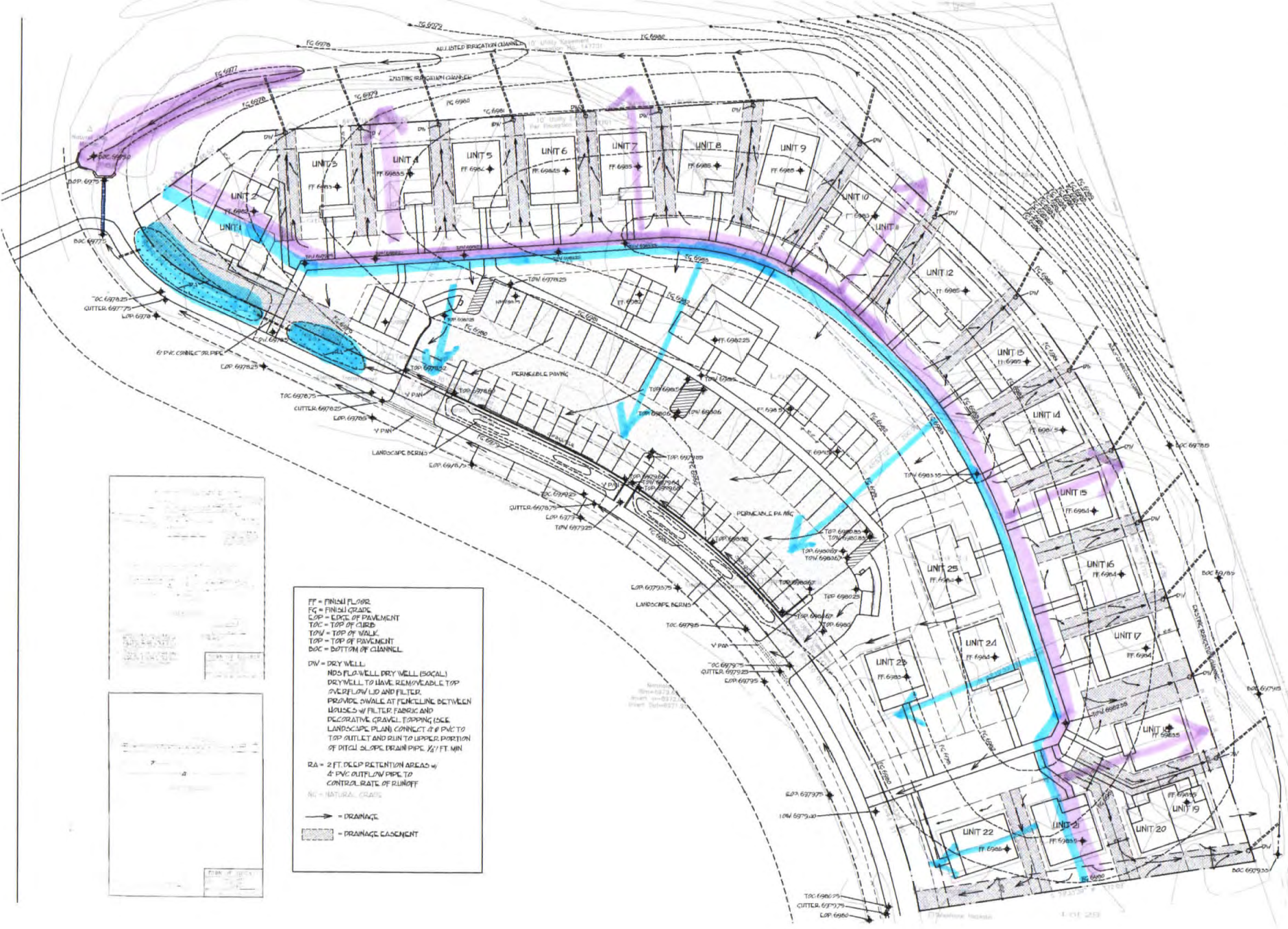
37538

33.33%

12511

Comments

All storm run-off water from Vista Park Commons ends up in the pond at the north-west end of Ridgway USA commercial subdivision. This pond acts as another point of retention and desilting of storm run-off before entering the Umcompadre River. As shown in our soils report - our soils have good drainage characteristics. Vista Park Commons is well out of the flood zone as shown on the FEMA flood map of Ridgway.

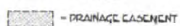


FF = FINISH FLOOR
 FG = FINISH GRADE
 LOP = EDGE OF PAVEMENT
 TOC = TOP OF CURB
 TOV = TOP OF WALK
 TOP = TOP OF PAVEMENT
 BOC = BOTTOM OF CHANNEL

 DW = DRY WELL
 NDS FLW WELL DRY WELL (SICAL)
 DRYWELL TO HAVE REMOVABLE TOP
 OVERFLOW LID AND FILTER
 PROVIDE S/WALL AT FENCING LINE BETWEEN
 HOUSES w/ FILTER FABRIC AND
 DECORATIVE GRAVEL TOPPING (SEE
 LANDSCAPE PLAN) CONNECT 2" PVC TO
 TOP OUTLET AND RUN TO UPPER PORTION
 OF DITCH SLOPE DRAIN PIPE 1/2" FT MIN

 RA = 2 FT DEEP RETENTION AREA w/
 2" PVC OUTFLOW PIPE TO
 CONTROL RATE OF RUNOFF

 NG = NATURAL GRADE

 ——— = DRAINAGE
 = DRAINAGE EASEMENT

REVISIONS
 PRELIM PLAT 4/30/18

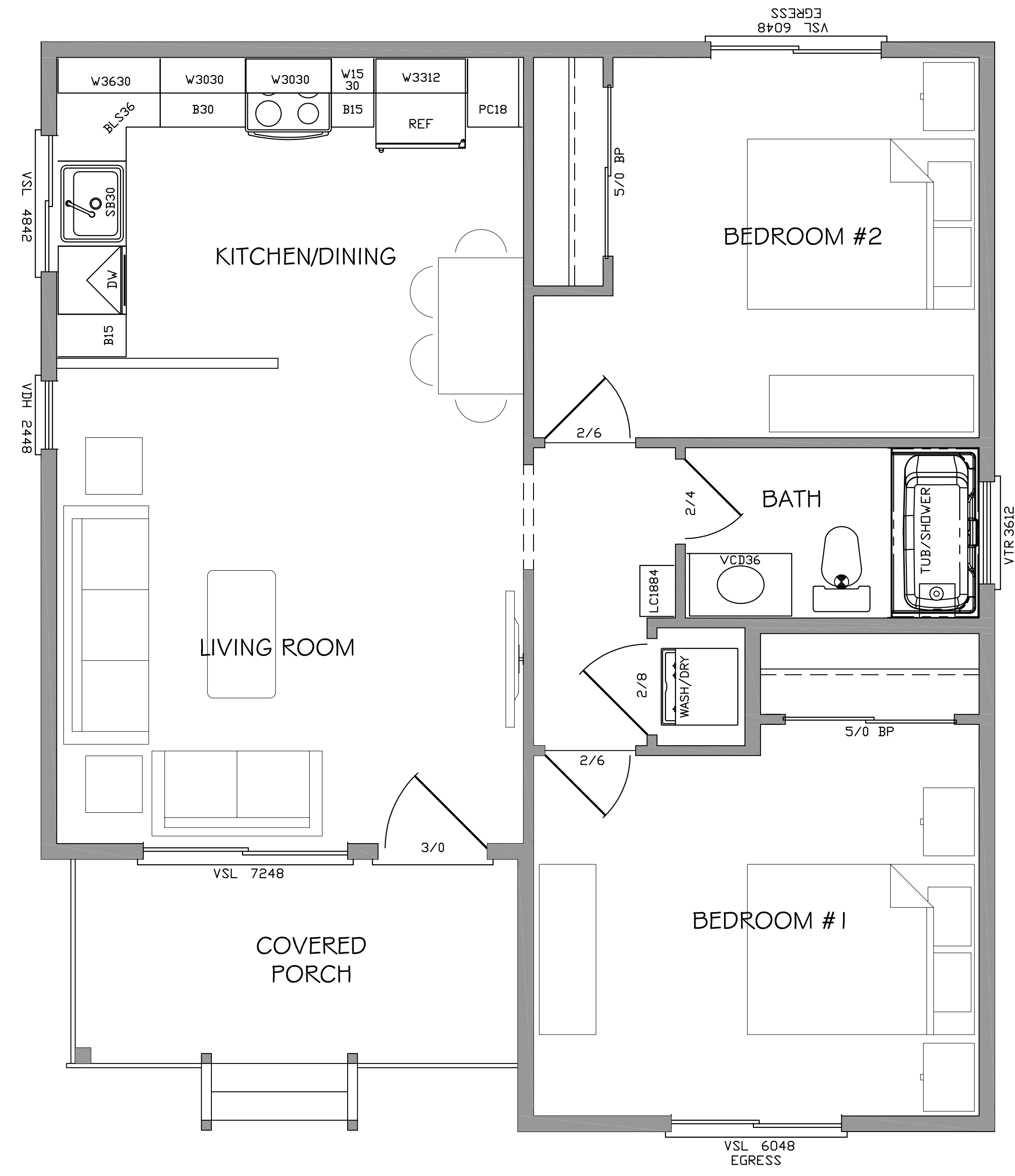
VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOT 3 30-34

GRADING & DRAINAGE PLAN

DOUG MACFARLANE
 ARCHITECT-LLC
 685 N. ORCA SUITE 200 RIDGWAY CO. 97045-6363

JOB V.P.C.
 DATE 04/30/18
 SCALE
 SHEET

C-1



PLAN "A-2"
 2 Bedroom / 1 Bath
 784 sq. ft.

"Vista Park Commons"



REVISIONS
 PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

PLAN A-2

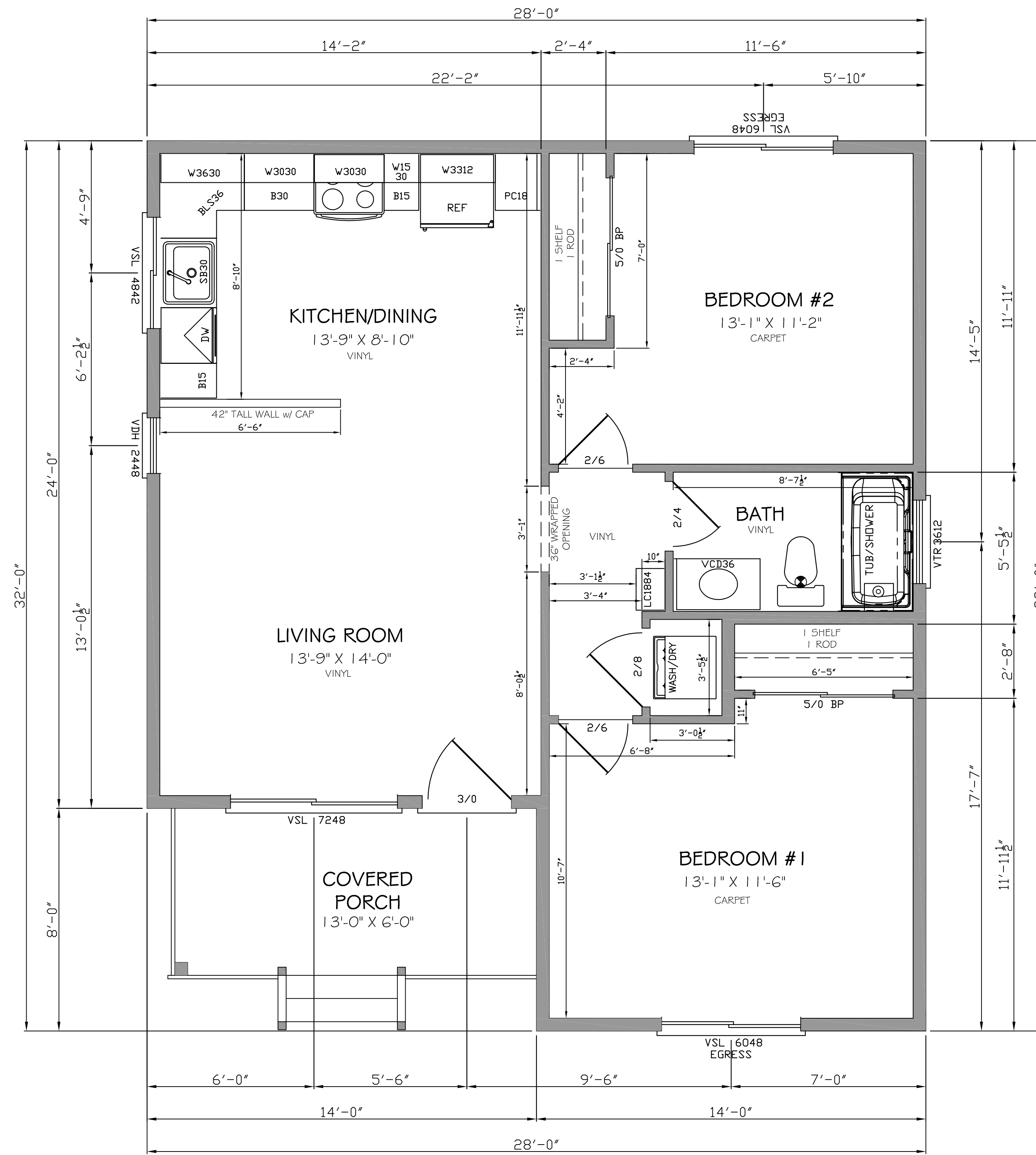
PROGRESS SET— NOT FOR CONSTRUCTION

DOUG MACFARLANE
 ARCHITECT-LLC
 653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (A-2)
 DATE: 1/9/2018
 SCALE: 3/8"=1'-0"
 SHEET:

CP

PLAN "A-2"



FLOOR PLAN
784 SQ. FT.

GENERAL NOTES:

- EXTERIOR WALLS: 2x6 @ 24" O.C. - LINE UP WITH TRUSSES
- INTERIOR WALLS: 2x4 @ 24" O.C.
- VINYL WINDOWS
- TRUSSES: 1 2 1/2" @ HEEL, R-49 BLOWN-IN FIBERGLASS INSULATION
- FURNACE & WATER HEATER IN ATTIC
- ROOF VENTING: CONT. SOFFIT VENTS & RIDGE VENTS
- CRAWLSPACE VENTS: 8"x16" w/ METAL GRILLS
- WATERPROOFING @ STEM WALLS: ROLL ON BLACK DAMP-PROOFING

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

PLAN A-2

DOUG MACFARLANE
ARCHITECT-LLC

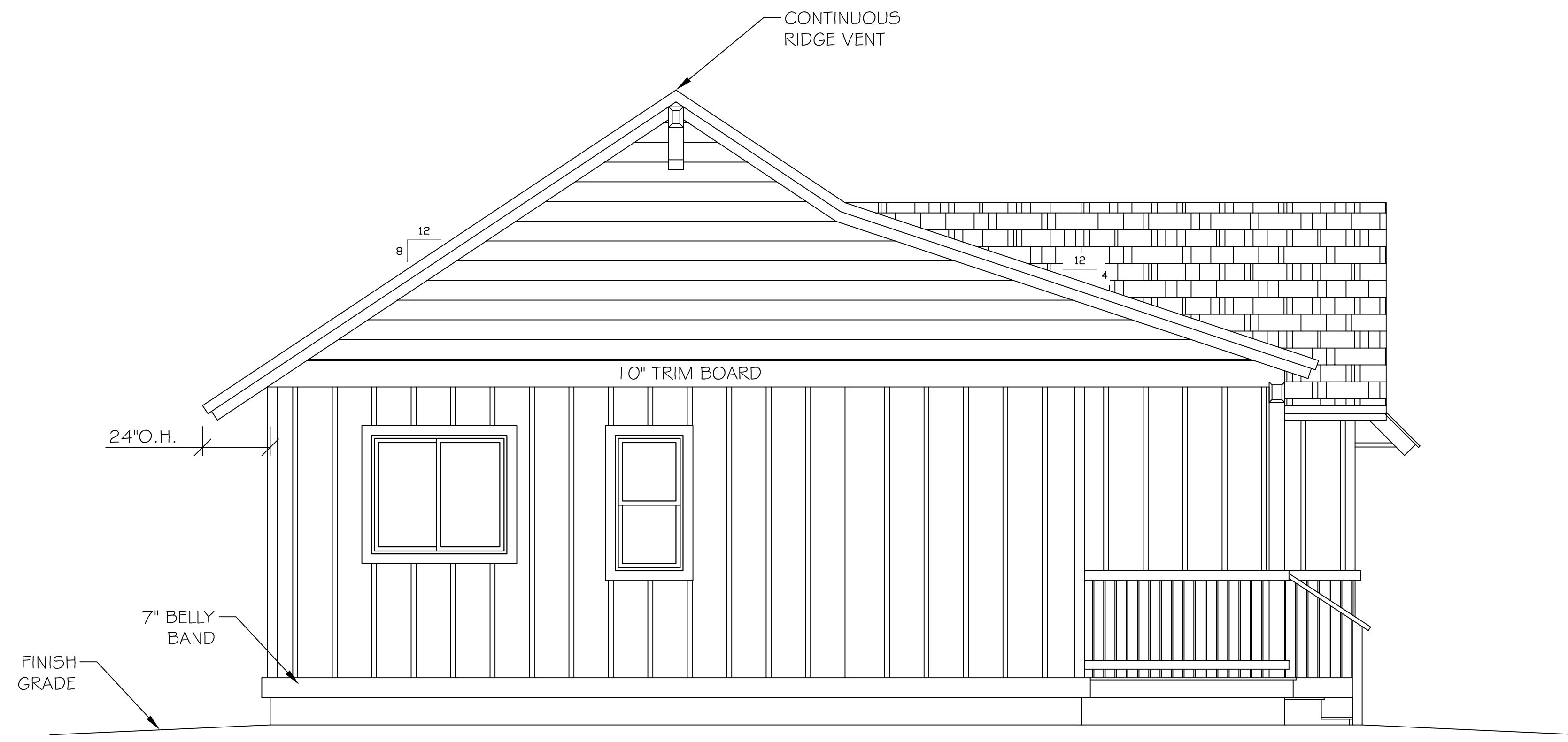


653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

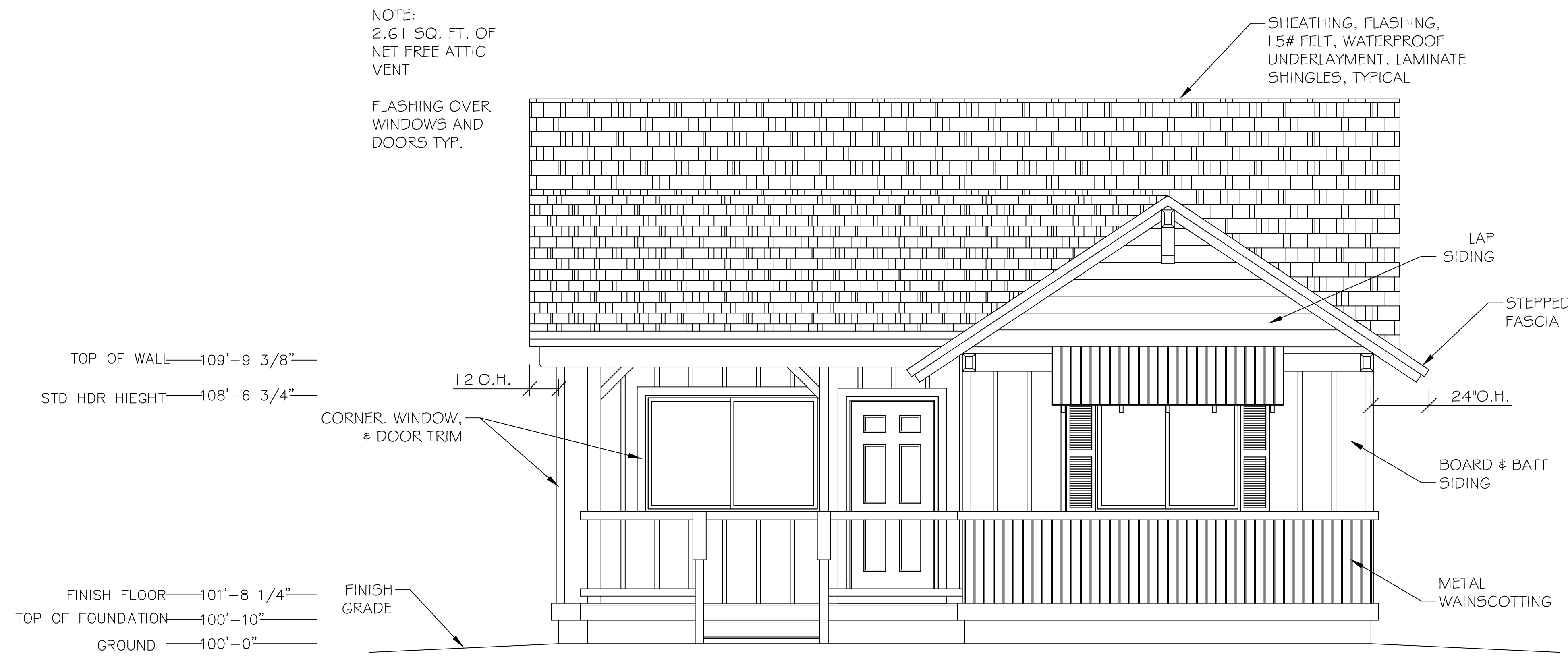
PROGRESS SET - NOT FOR CONSTRUCTION

JOB: V.P.C. (A-2)
DATE: 1/9/2018
SCALE: 3/8"=1'-0"
SHEET:

A-1



LEFT ELEVATION



FRONT ELEVATION

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

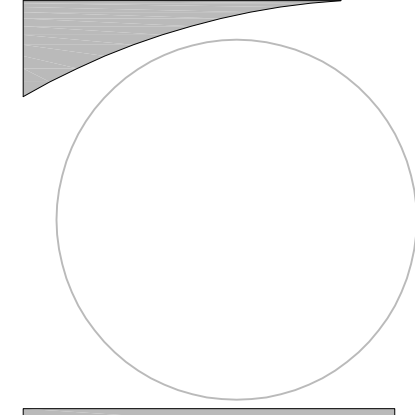
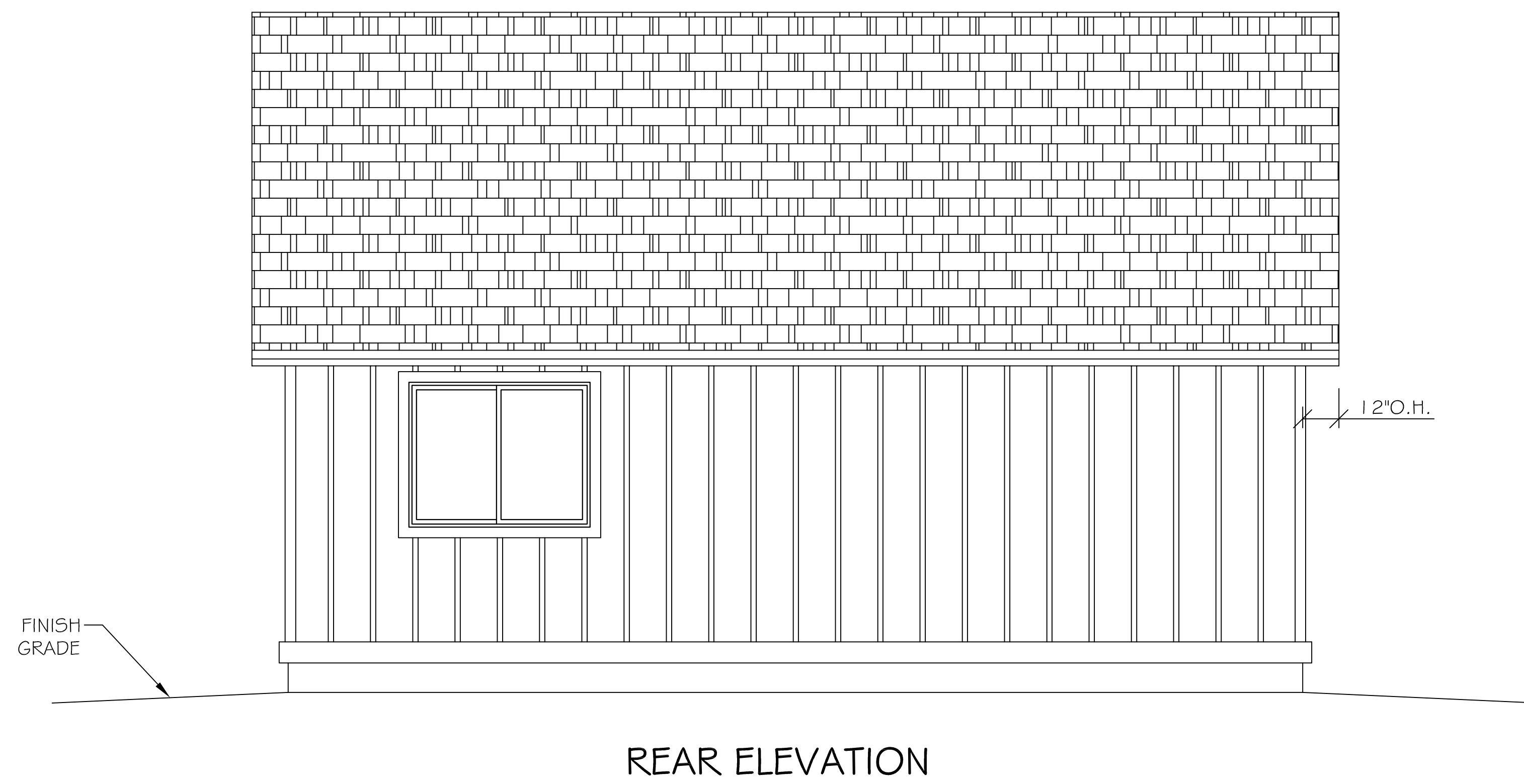
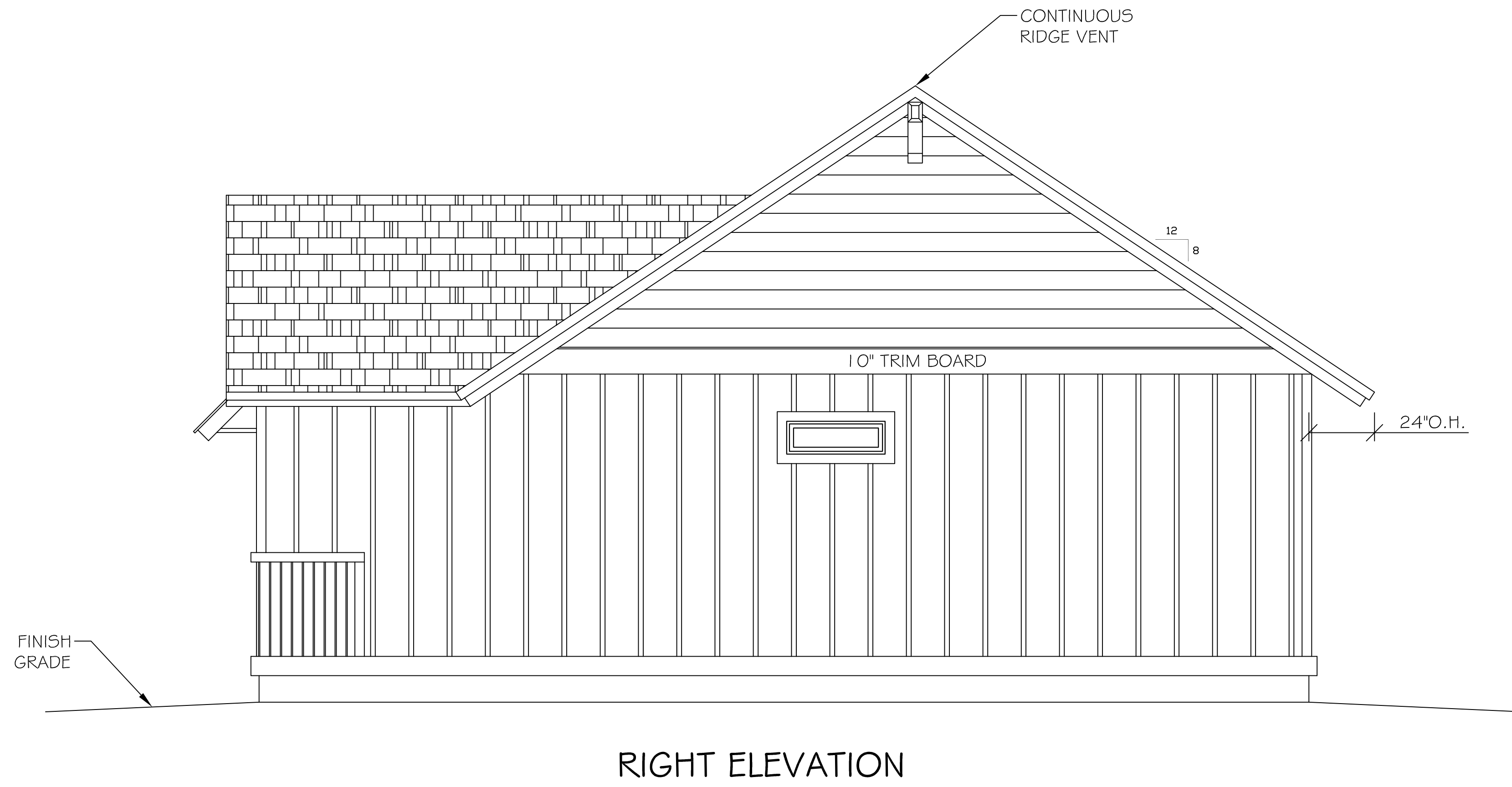
PLAN A-2

PROGRESS SET— NOT FOR CONSTRUCTION

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (A-2)
DATE: 1/9/2018
SCALE: 3/8"=1'-0"
SHEET:

A-2



REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

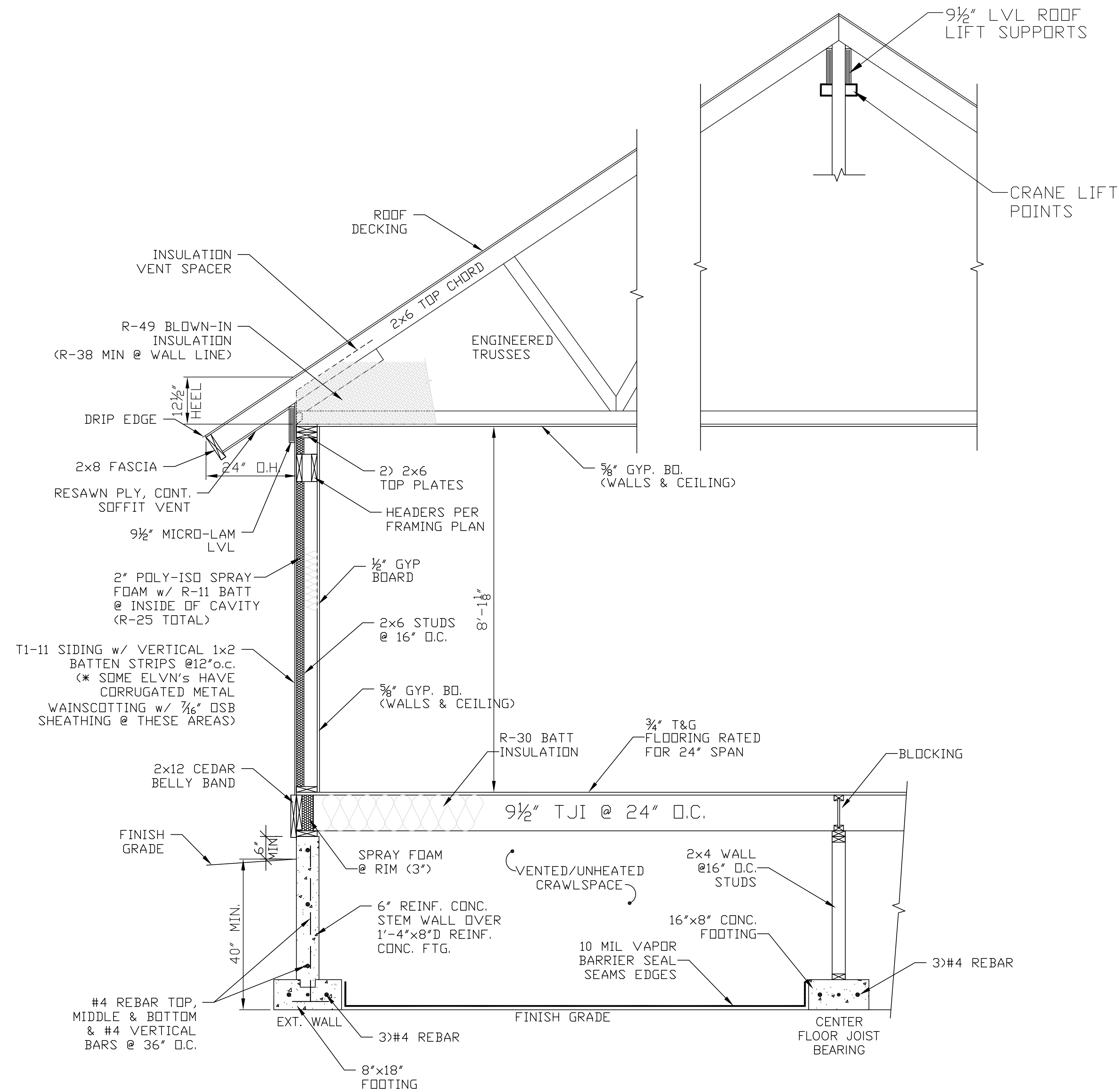
PLAN A-2

PROGRESS SET— NOT FOR CONSTRUCTION

DOUG MACFARLANE
 ARCHITECT-LLC
 653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (A-2)
 DATE: 1/9/2018
 SCALE: 3/8"=1'-0"
 SHEET:

A-3



1 CROSS SECTION
 SCALE: 3/4" = 1'-0"
 CRAWLSPACE

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

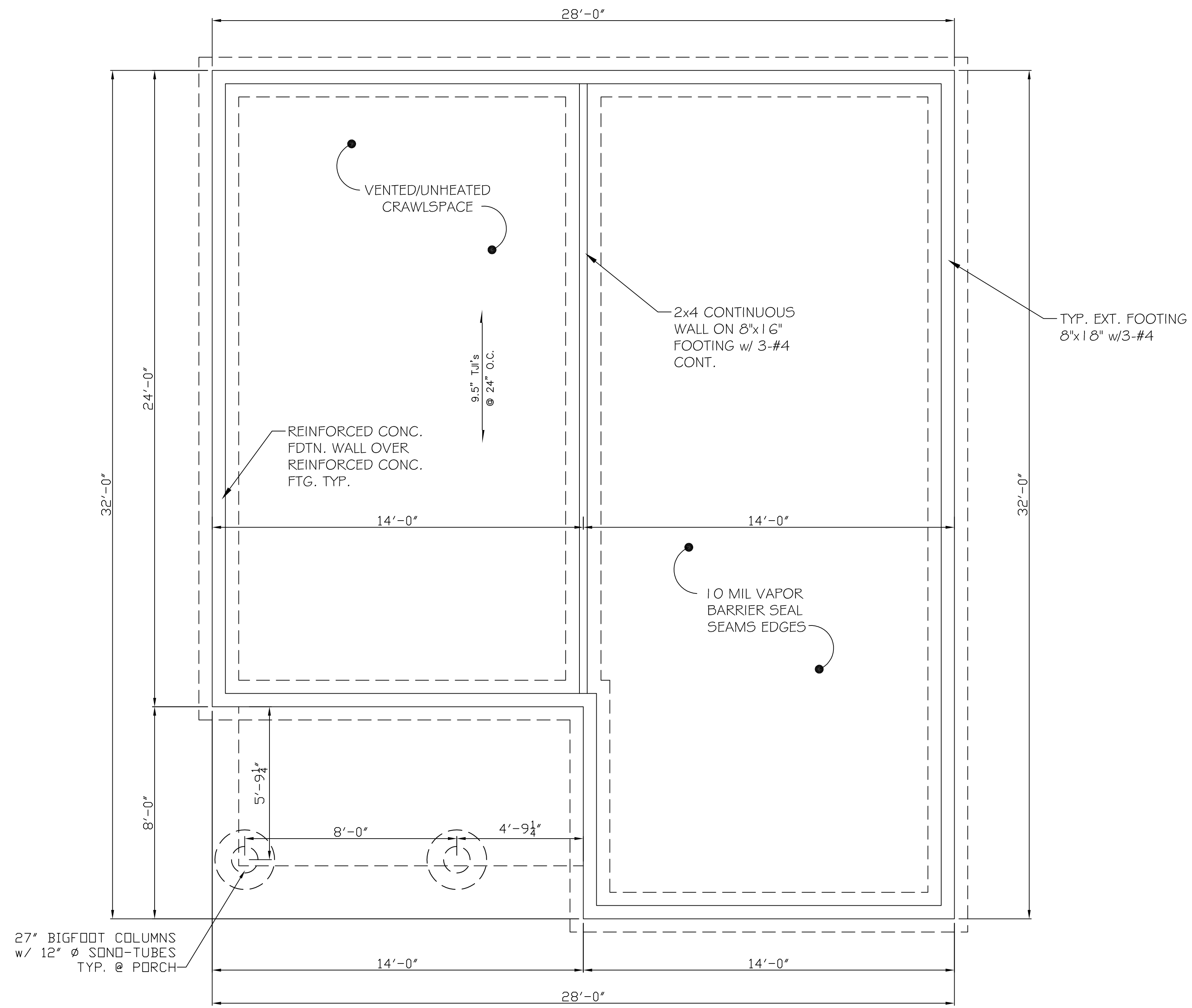
PLAN A-2

PROGRESS SET - NOT FOR CONSTRUCTION

DOUG MACFARLANE
 ARCHITECT-LLC
 653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (A-2)
 DATE: 1/23/2018
 SCALE: 3/4" = 1'-0"
 SHEET:

A-4



FOUNDATION

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

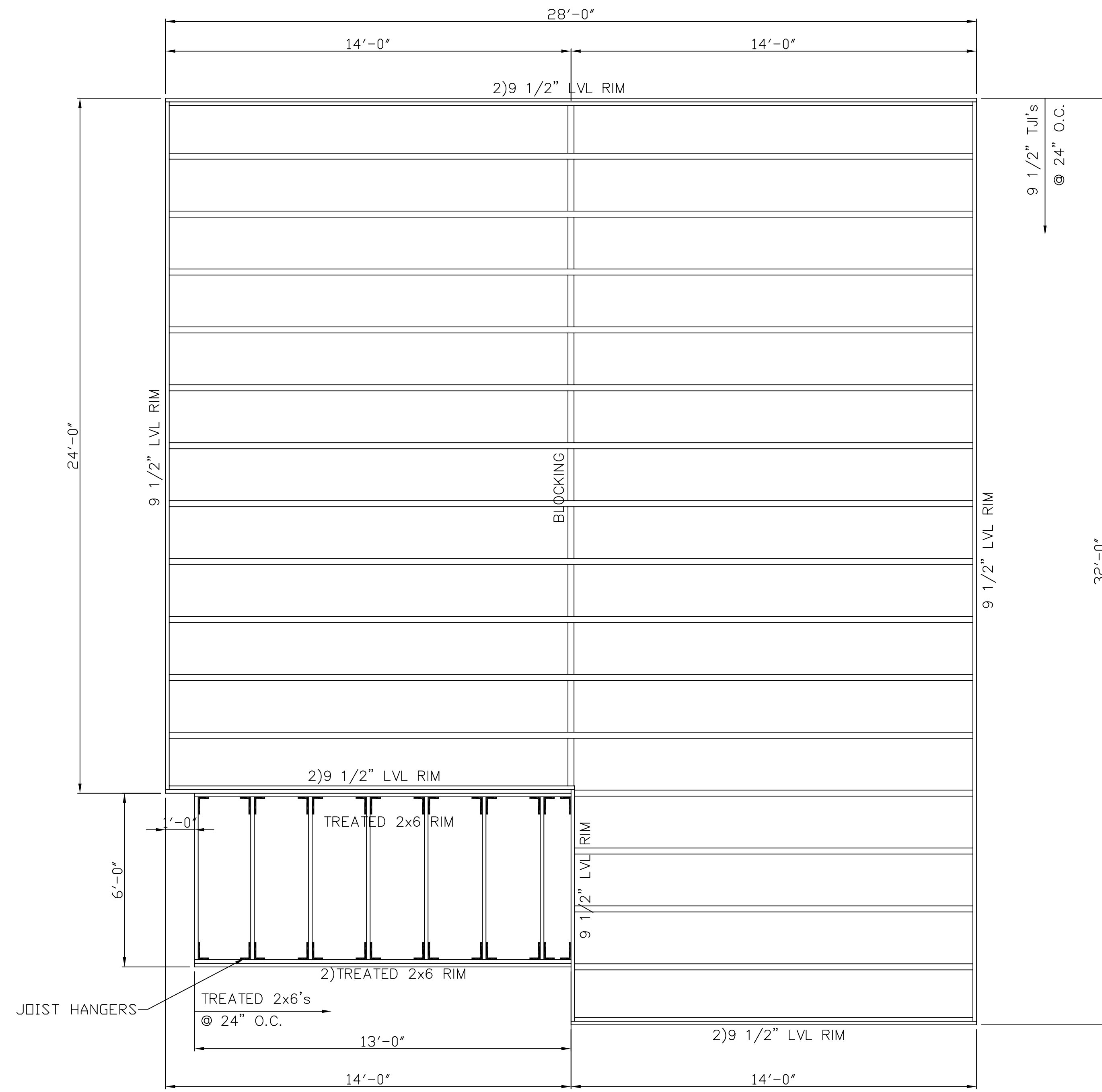
PLAN A-2

PROGRESS SET- NOT FOR CONSTRUCTION

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (A-2)
DATE: 1/23/2018
SCALE: 3/8"=1'-0"
SHEET:

S-1



FLOOR FRAMING

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

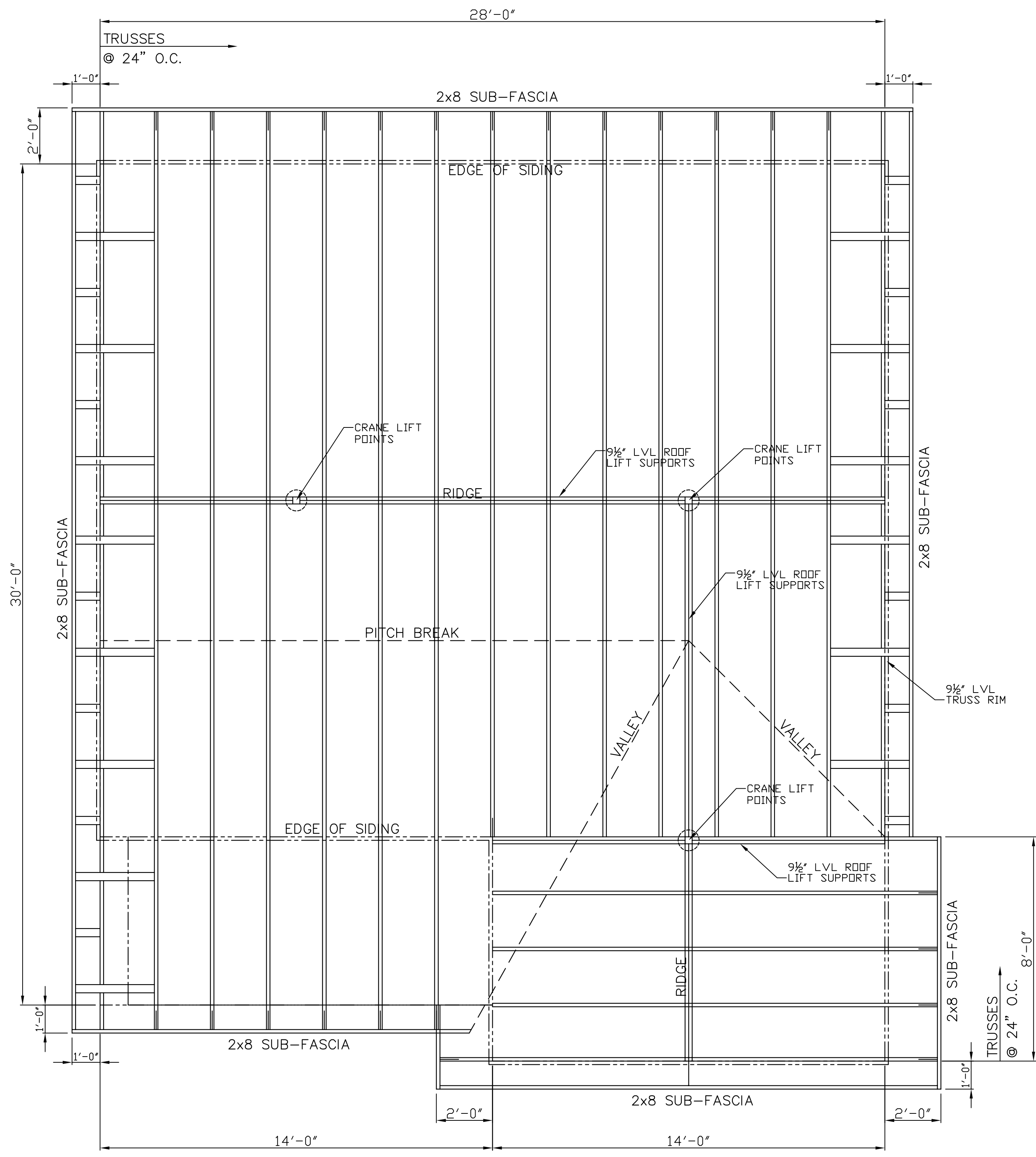
PLAN A-2

PROGRESS SET- NOT FOR CONSTRUCTION

DOUG MACFARLANE
 ARCHITECT- LLC
 653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (A-2)
 DATE: 1/23/2018
 SCALE: 3/8"=1'-0"
 SHEET:

S-2



ROOF FRAMING

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

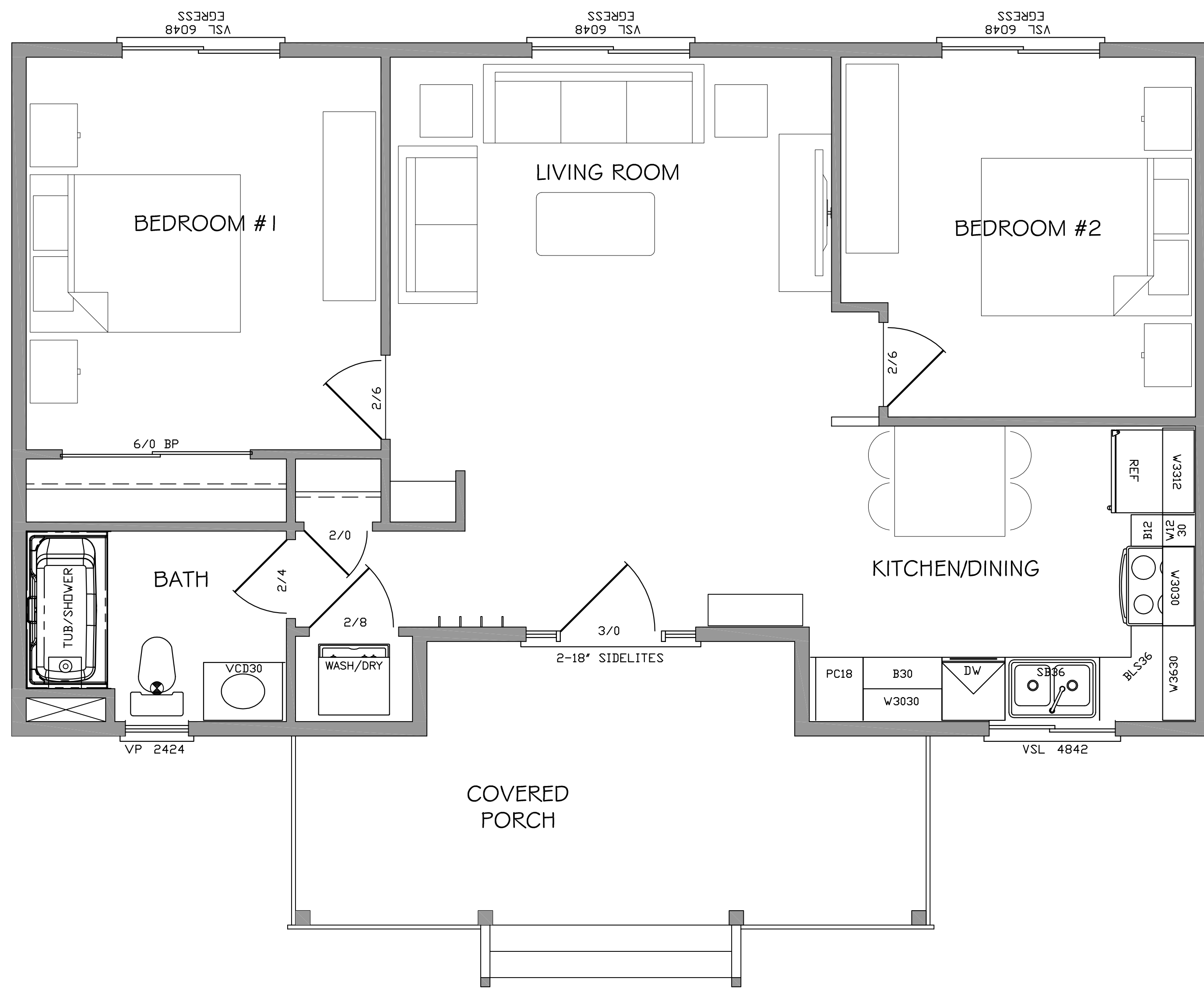
PLAN A-2

PROGRESS SET- NOT FOR CONSTRUCTION

DM
DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

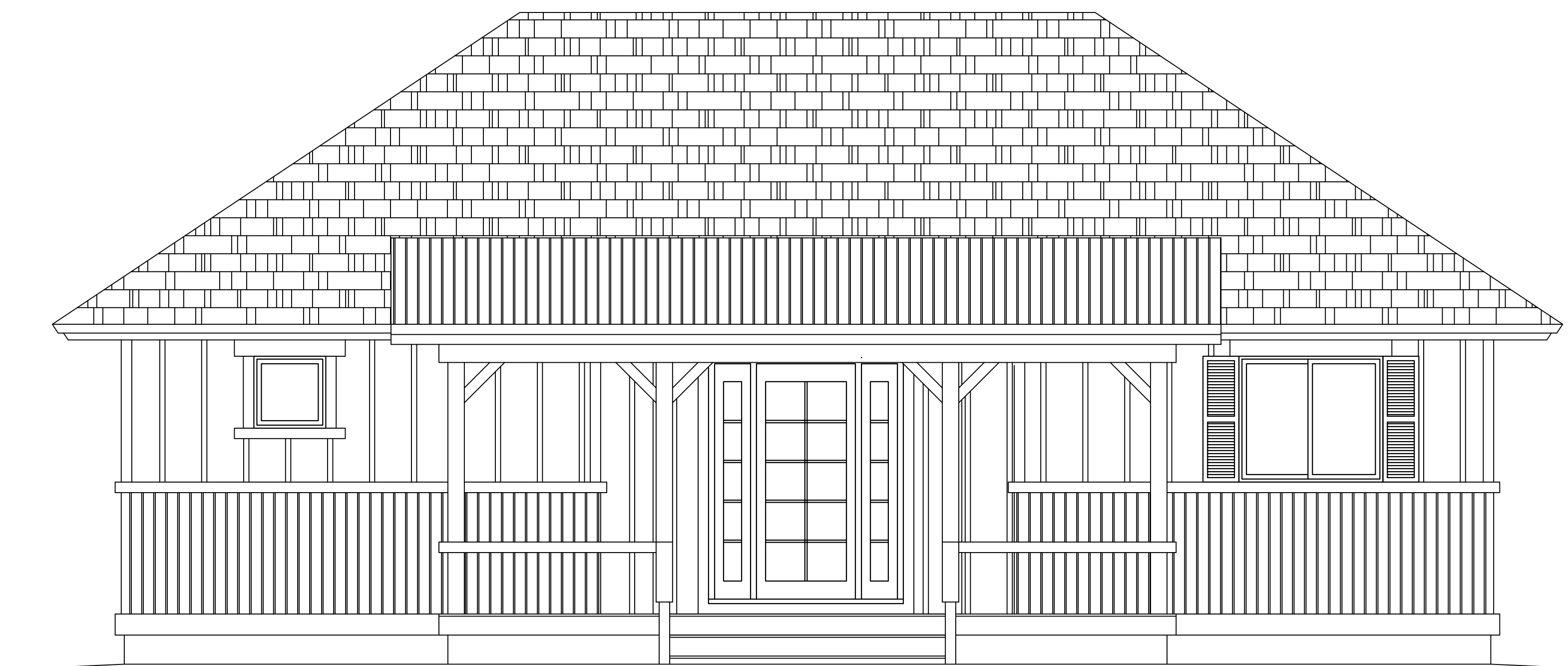
JOB: V.P.C. (A-2)
DATE: 1/23/2018
SCALE: 3/8"=1'-0"
SHEET:

S-3



PLAN "B-2"
 2 Bedroom / 1 Bath
 804 sq. ft.

"Vista Park Commons"



REVISIONS
 PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

PLAN B-2

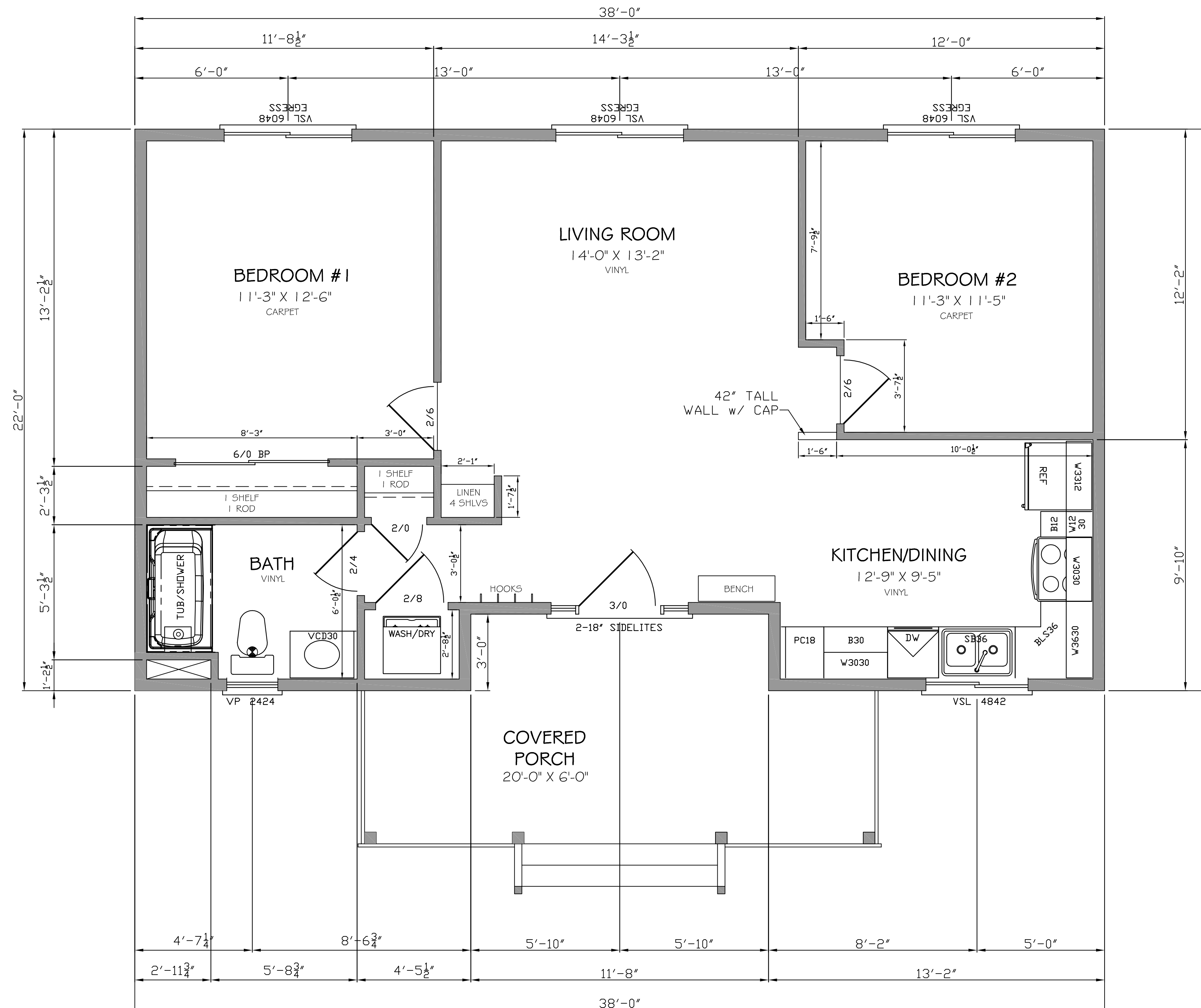
PROGRESS SET— NOT FOR CONSTRUCTION

DOUG MACFARLANE
 ARCHITECT-LLC
 653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (B-2)
 DATE: 1/10/2018
 SCALE: 3/8"=1'-0"
 SHEET:

CP

PLAN "B-2"



FLOOR PLAN
801 SQ. FT.

GENERAL NOTES:

- EXTERIOR WALLS: 2x6 @ 24" O.C. - LINE UP WITH TRUSSES
- INTERIOR WALLS: 2x4 @ 24" O.C.
- VINYL WINDOWS
- TRUSSES: 1 2 1/2" @ HEEL, R-49 BLOWN-IN FIBERGLASS INSULATION
- FURNACE & WATER HEATER IN ATTIC
- ROOF VENTING: CONT. SOFFIT VENTS & RIDGE VENTS
- CRAWLSPACE VENTS: 8"x16" w/ METAL GRILLS
- WATERPROOFING @ STEM WALLS: ROLL ON BLACK DAMP-PROOFING

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

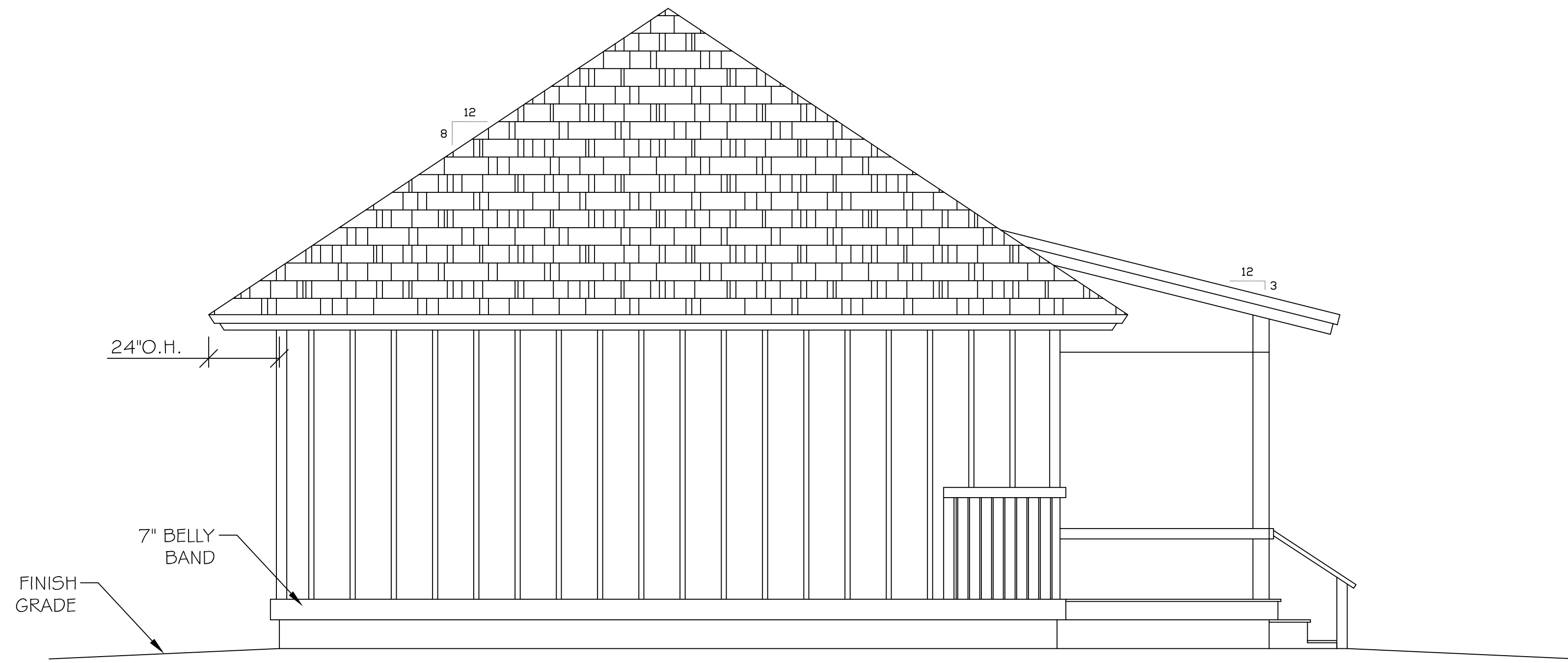
PLAN B-2

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

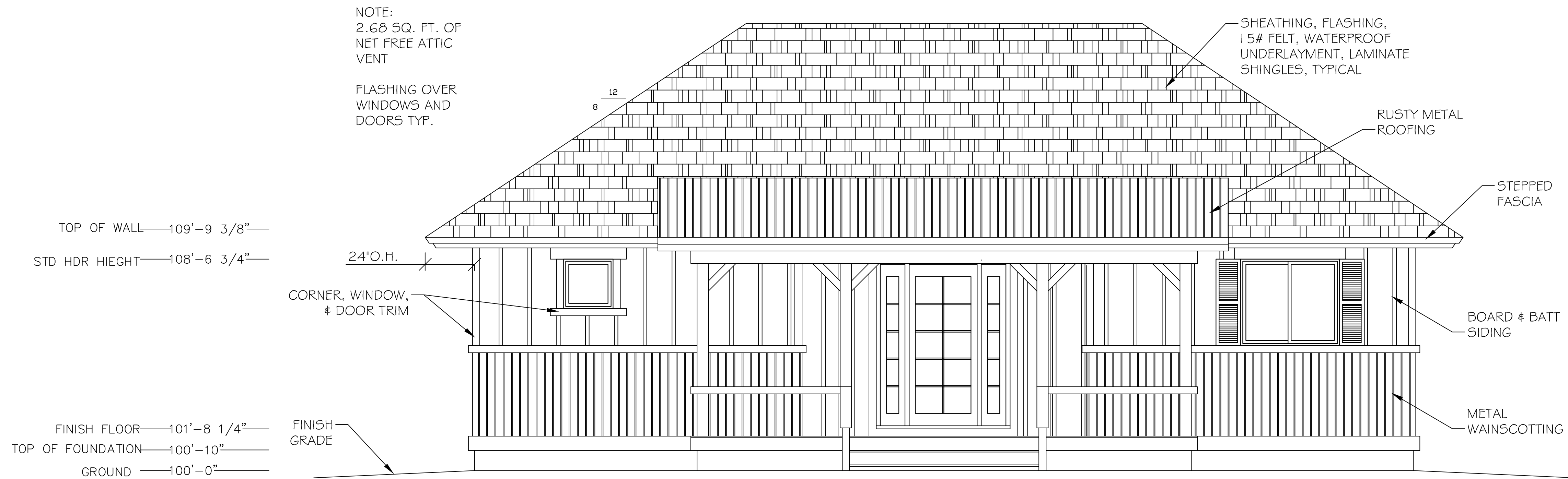
JOB: V.P.C. (B-2)
DATE: 1/10/2018
SCALE: 3/8"=1'-0"
SHEET:

A-1

PROGRESS SET- NOT FOR CONSTRUCTION



LEFT ELEVATION



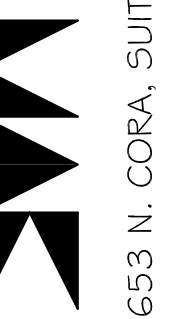
FRONT ELEVATION

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

PLAN B-2

DOUG MACFARLANE
ARCHITECT - LLC

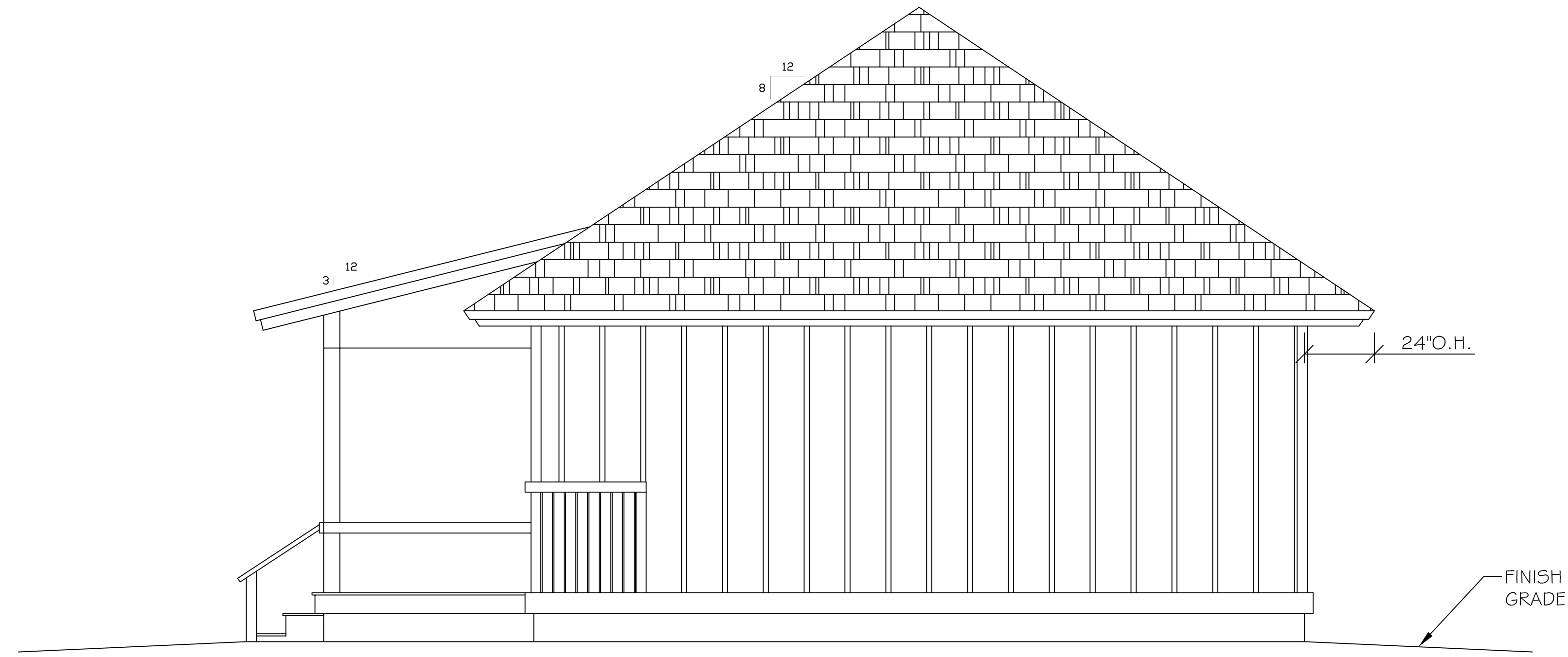


653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

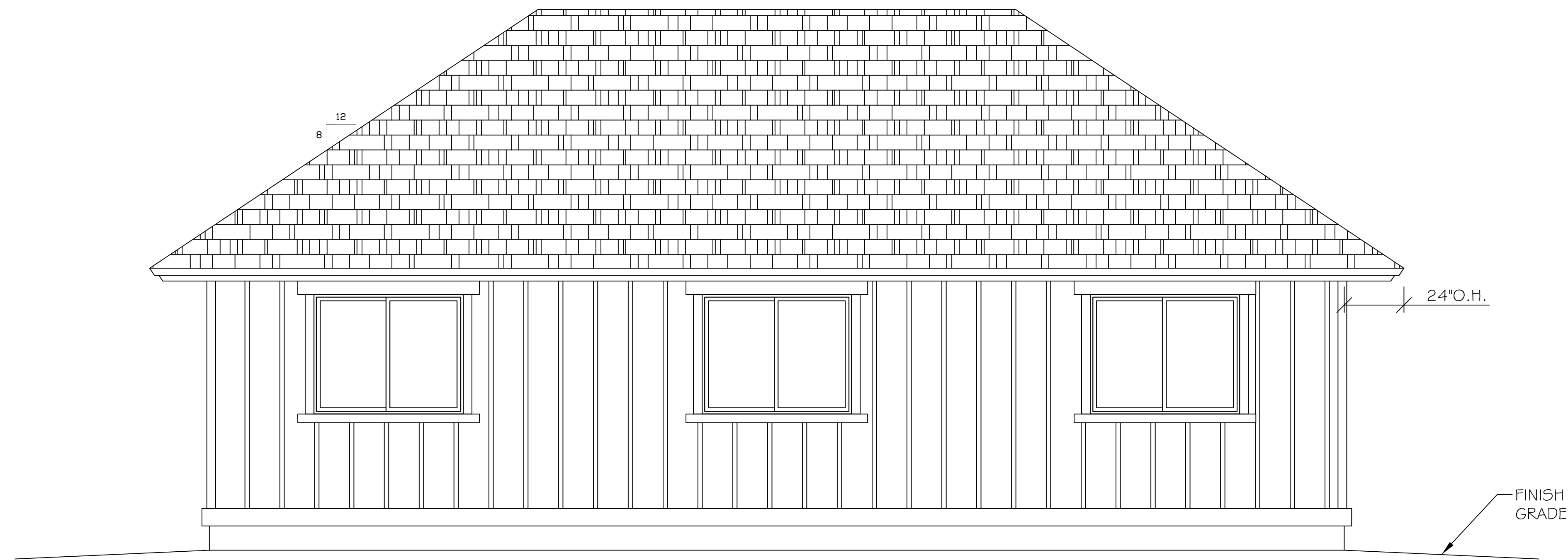
JOB: V.P.C. (B-2)
DATE: 1/10/2018
SCALE: 3/8"=1'-0"
SHEET:

A-2

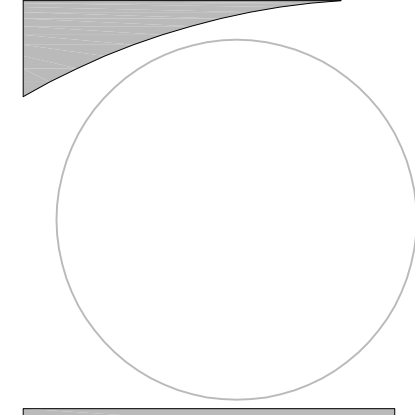
PROGRESS SET - NOT FOR CONSTRUCTION



RIGHT ELEVATION



REAR ELEVATION



REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

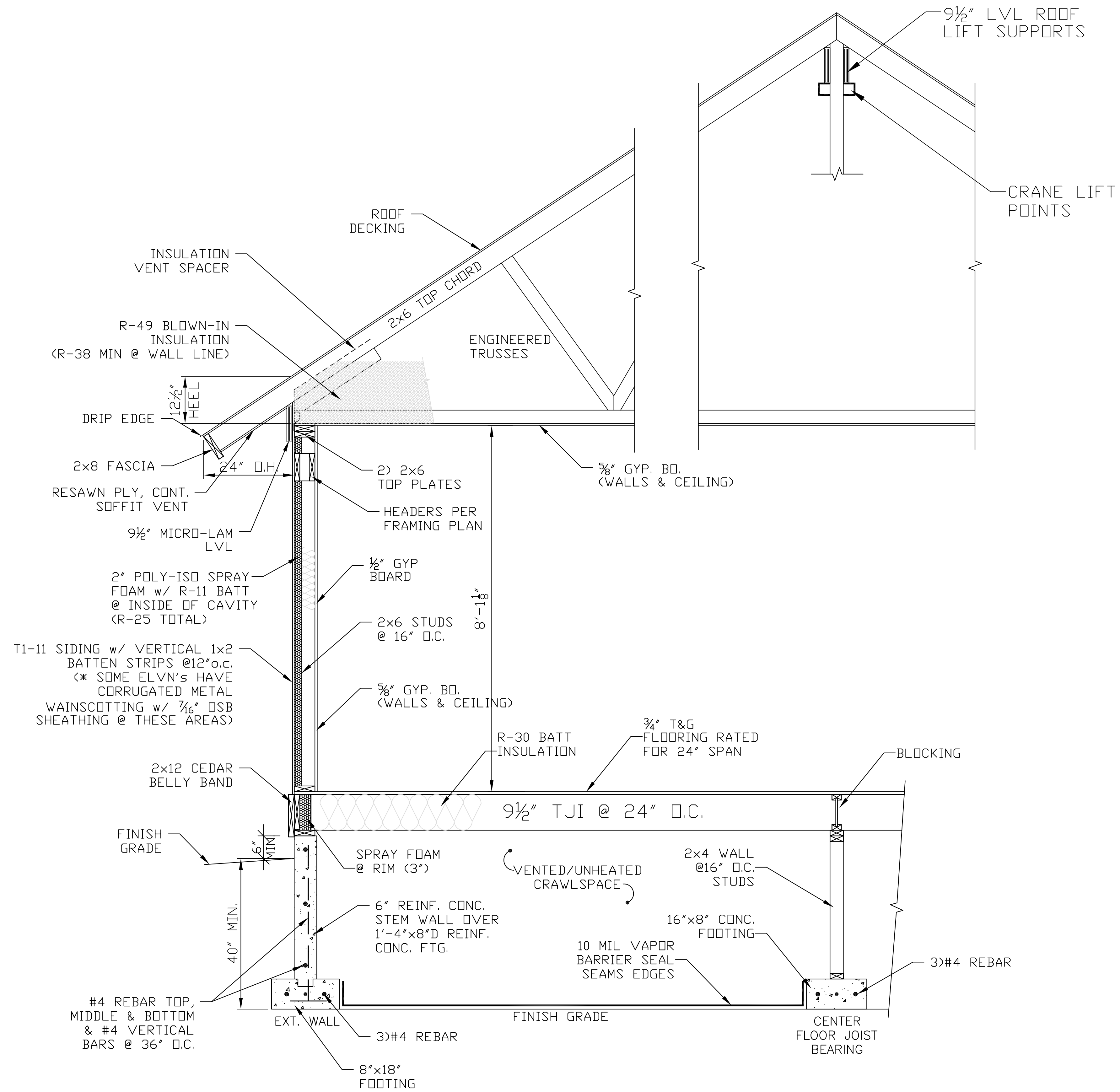
PLAN B-2

PROGRESS SET— NOT FOR CONSTRUCTION

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (B-2)
DATE: 1/10/2018
SCALE: 3/8"=1'-0"
SHEET:

A-3



1 CROSS SECTION
 SCALE: 3/4" = 1'-0"
 CRAWLSPACE

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

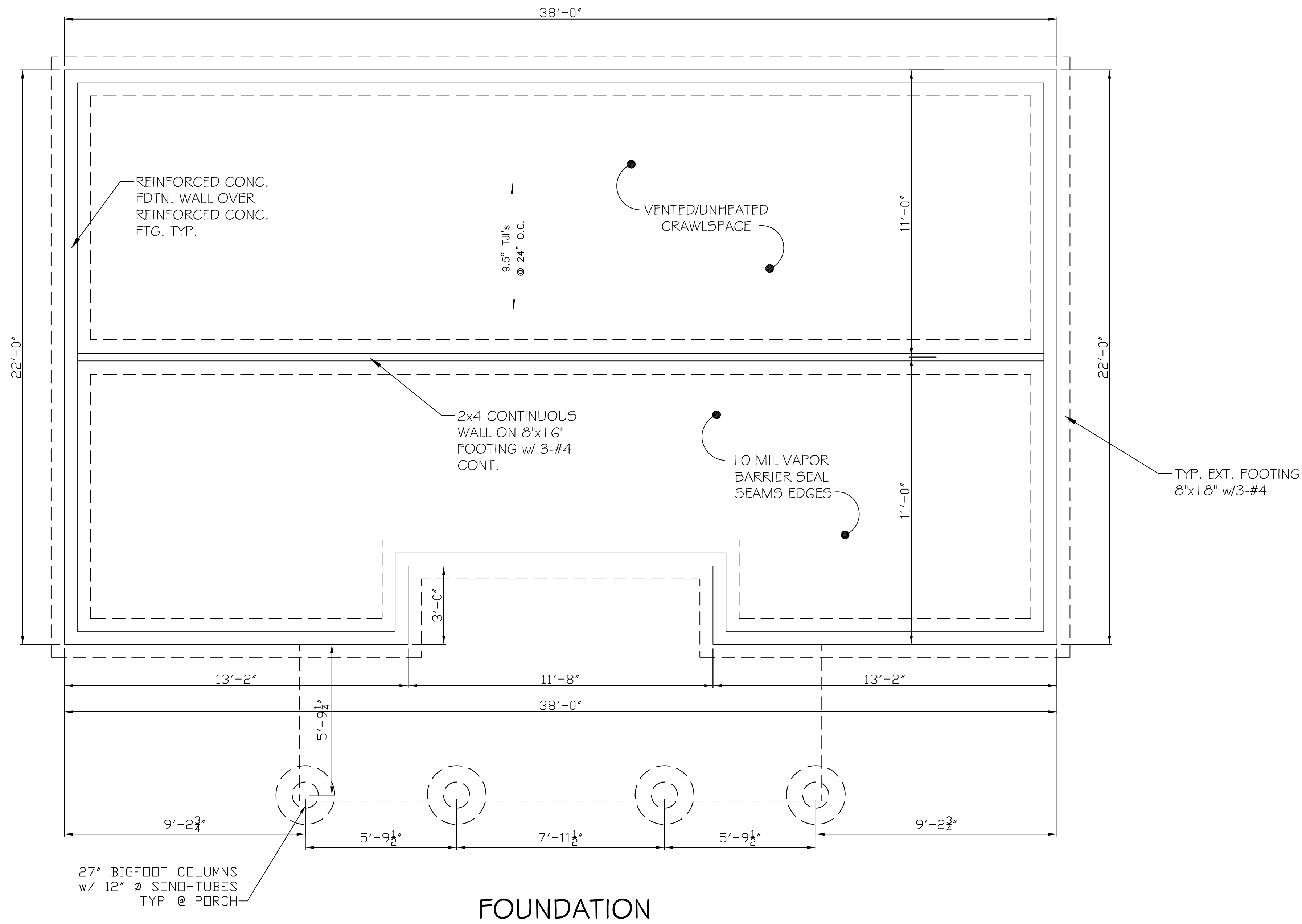
PLAN B-2

PROGRESS SET - NOT FOR CONSTRUCTION

DOUG MACFARLANE
 ARCHITECT-LLC
 653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (B-2)
 DATE: 1/23/2018
 SCALE: 3/4" = 1'-0"
 SHEET:

A-4



REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

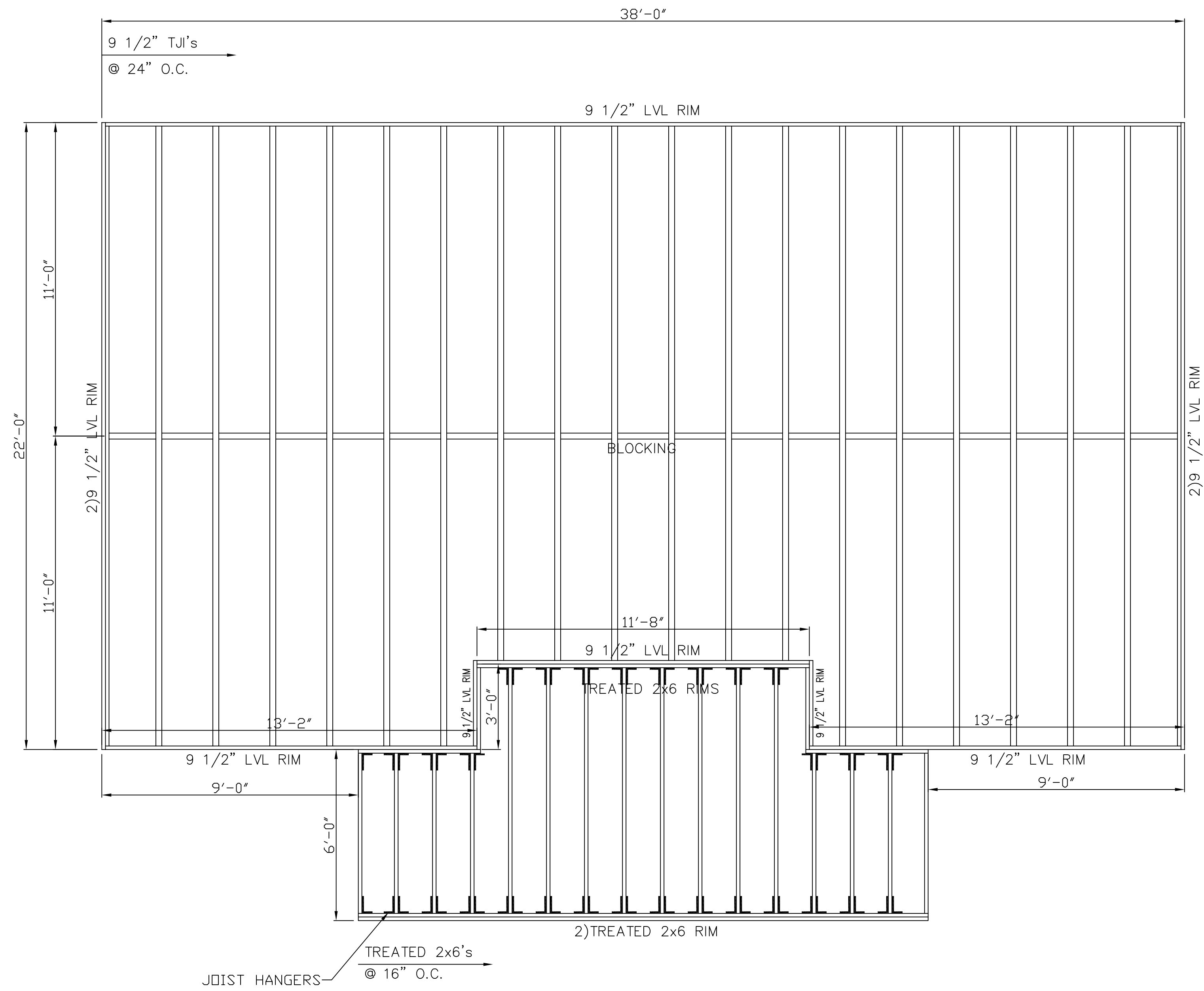
PLAN B-2

PROGRESS SET— NOT FOR CONSTRUCTION

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

JOB: V.P.C. (B-2)
DATE: 1/23/2018
SCALE: 3/8"=1'-0"
SHEET:

S-1



FLOOR FRAMING

NO.	DESCRIPTION
	REVISIONS
	PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

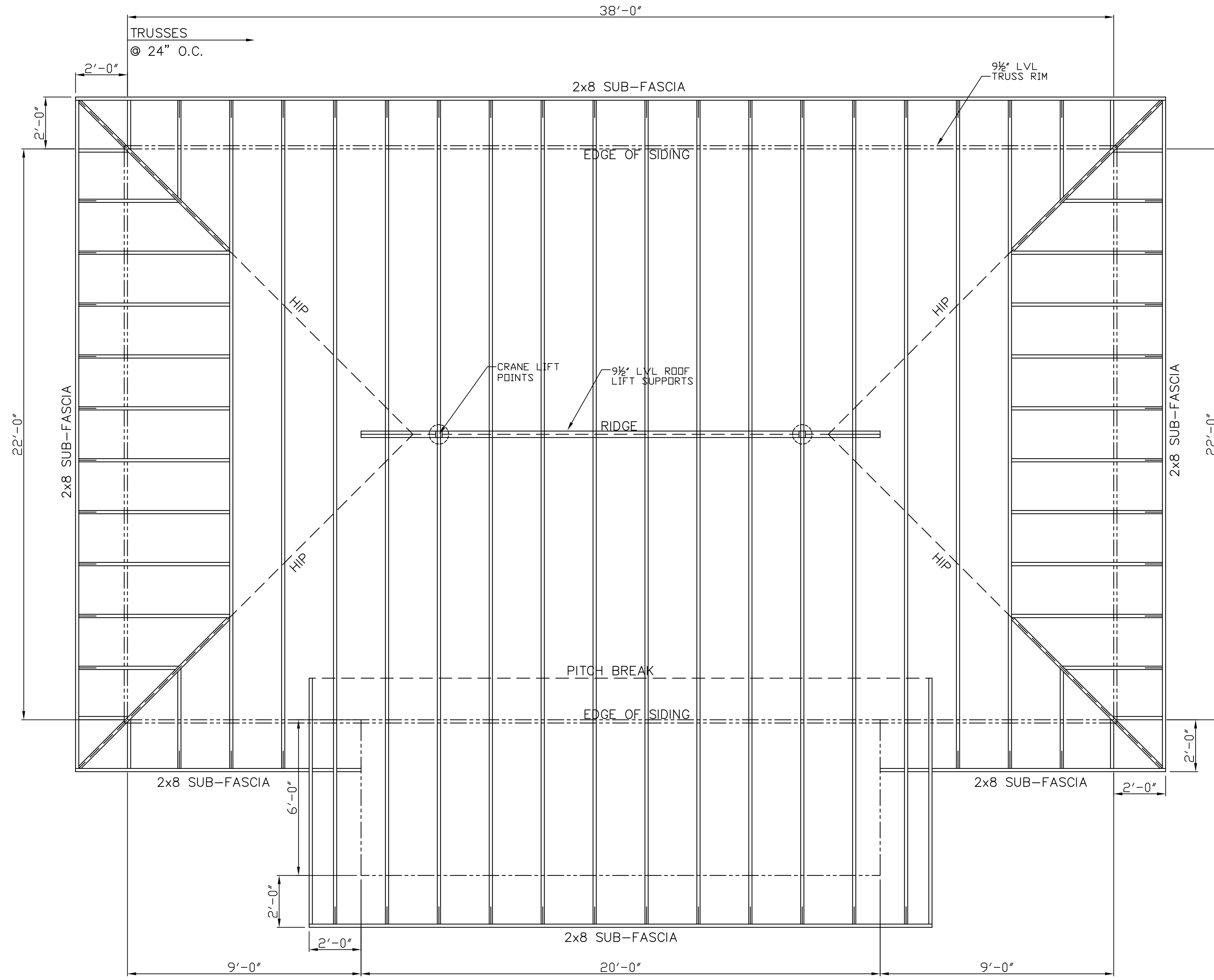
PLAN B-2

PROGRESS SET— NOT FOR CONSTRUCTION

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (B-2)
DATE: 1/23/2018
SCALE: 3/8"=1'-0"
SHEET:

S-2



ROOF FRAMING

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

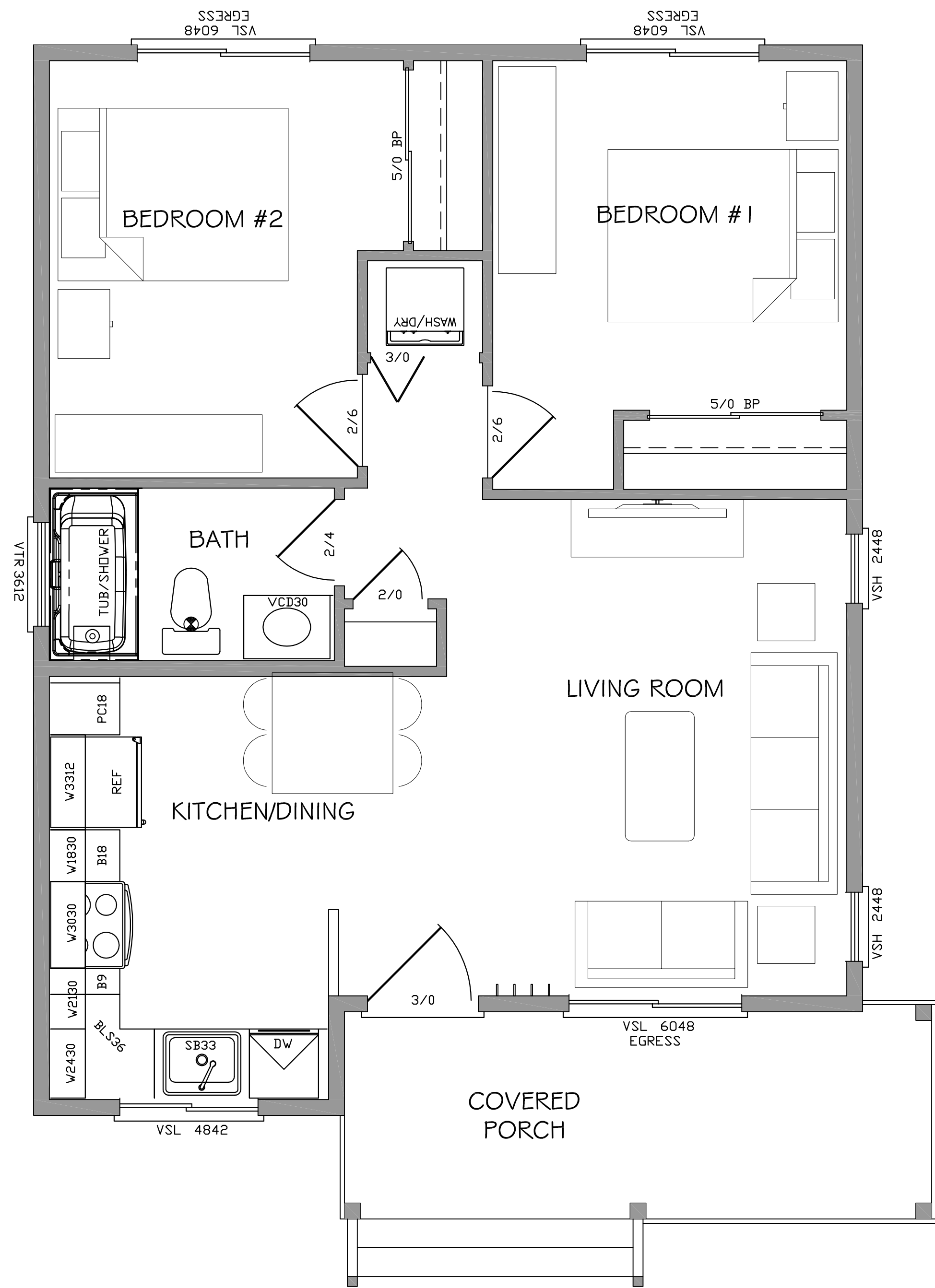
PLAN B-2

PROGRESS SET- NOT FOR CONSTRUCTION

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (B-2)
DATE: 1/23/2018
SCALE: 3/8"=1'-0"
SHEET:

S-3



PLAN "C-2"
 2 Bedroom / 1 Bath
 699 sq. ft.

"Vista Park Commons"



REVISIONS
 PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

PLAN C-2

DOUG MACFARLANE
 ARCHITECT-LLC

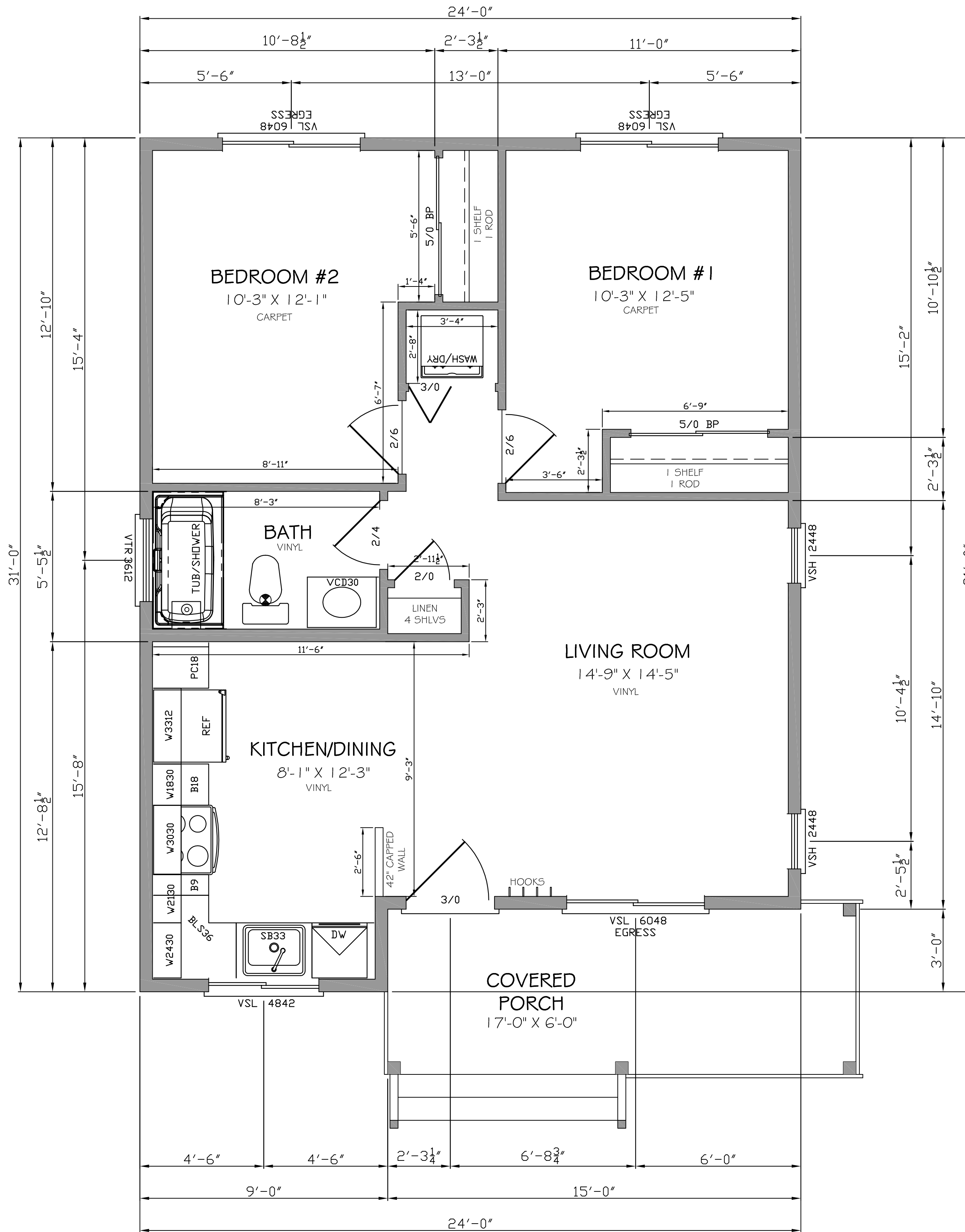
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (C-2)
 DATE: 1/11/2018
 SCALE: 3/8"=1'-0"
 SHEET:

CP

PROGRESS SET— NOT FOR CONSTRUCTION

PLAN "C-2"



FLOOR PLAN
699 SQ. FT.

GENERAL NOTES:

- EXTERIOR WALLS: 2x6 @ 24" O.C. - LINE UP WITH TRUSSES
- INTERIOR WALLS: 2x4 @ 24" O.C.
- VINYL WINDOWS
- TRUSSES: 1 2 1/2" @ HEEL, R-49 BLOWN-IN FIBERGLASS INSULATION
- FURNACE & WATER HEATER IN ATTIC
- ROOF VENTING: CONT. SOFFIT VENTS & RIDGE VENTS
- CRAWLSPACE VENTS: 8"x16" w/ METAL GRILLS
- WATERPROOFING @ STEM WALLS: ROLL ON BLACK DAMP-PROOFING

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

PLAN C-2

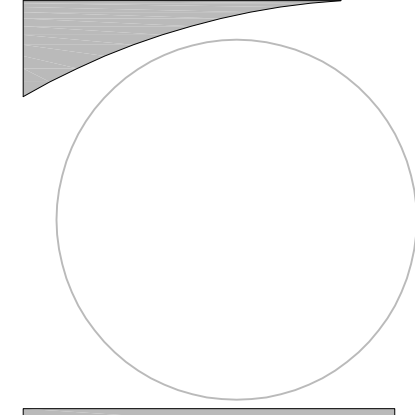
DOUG MACFARLANE
ARCHITECT-LLC

653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (C-2)
DATE: 1/11/2018
SCALE: 3/8"=1'-0"
SHEET:

A-1

PROGRESS SET- NOT FOR CONSTRUCTION



REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

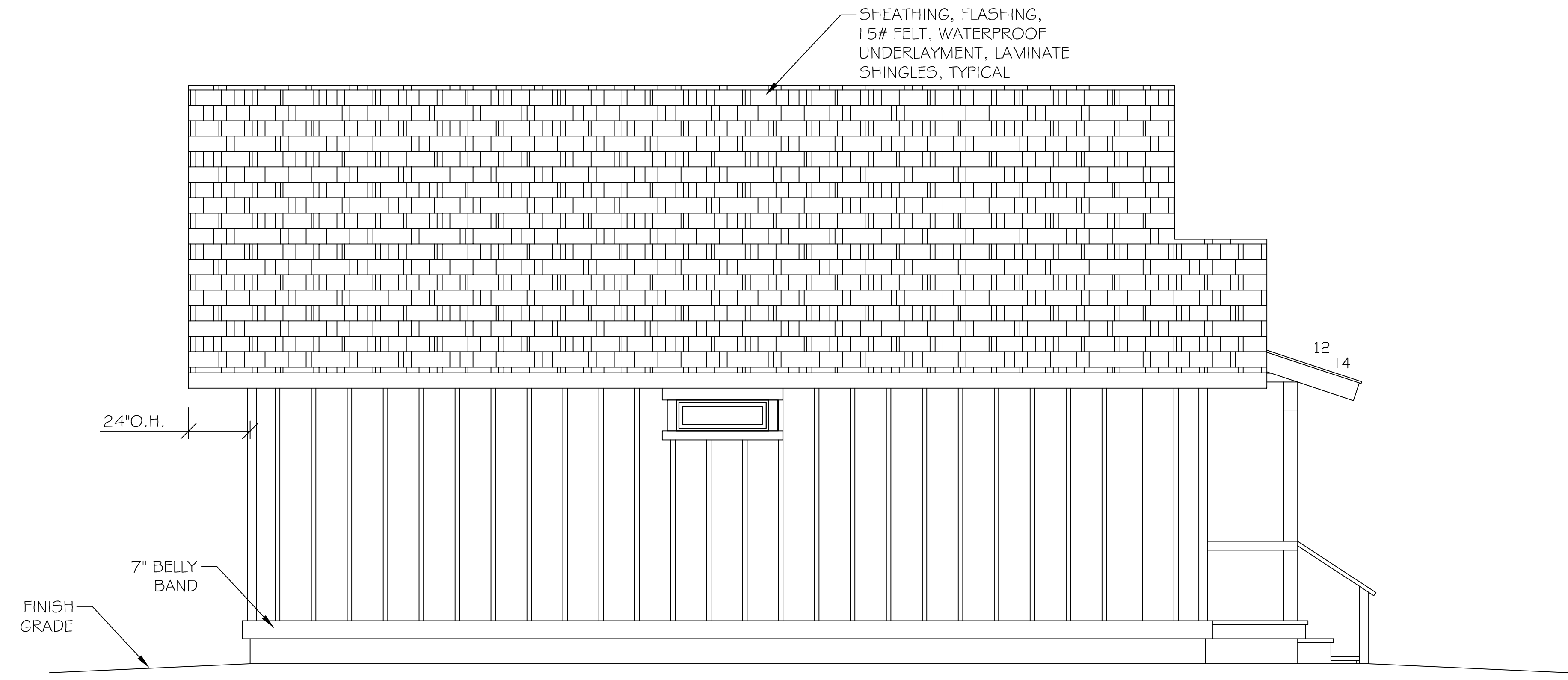
PLAN C-2

PROGRESS SET— NOT FOR CONSTRUCTION

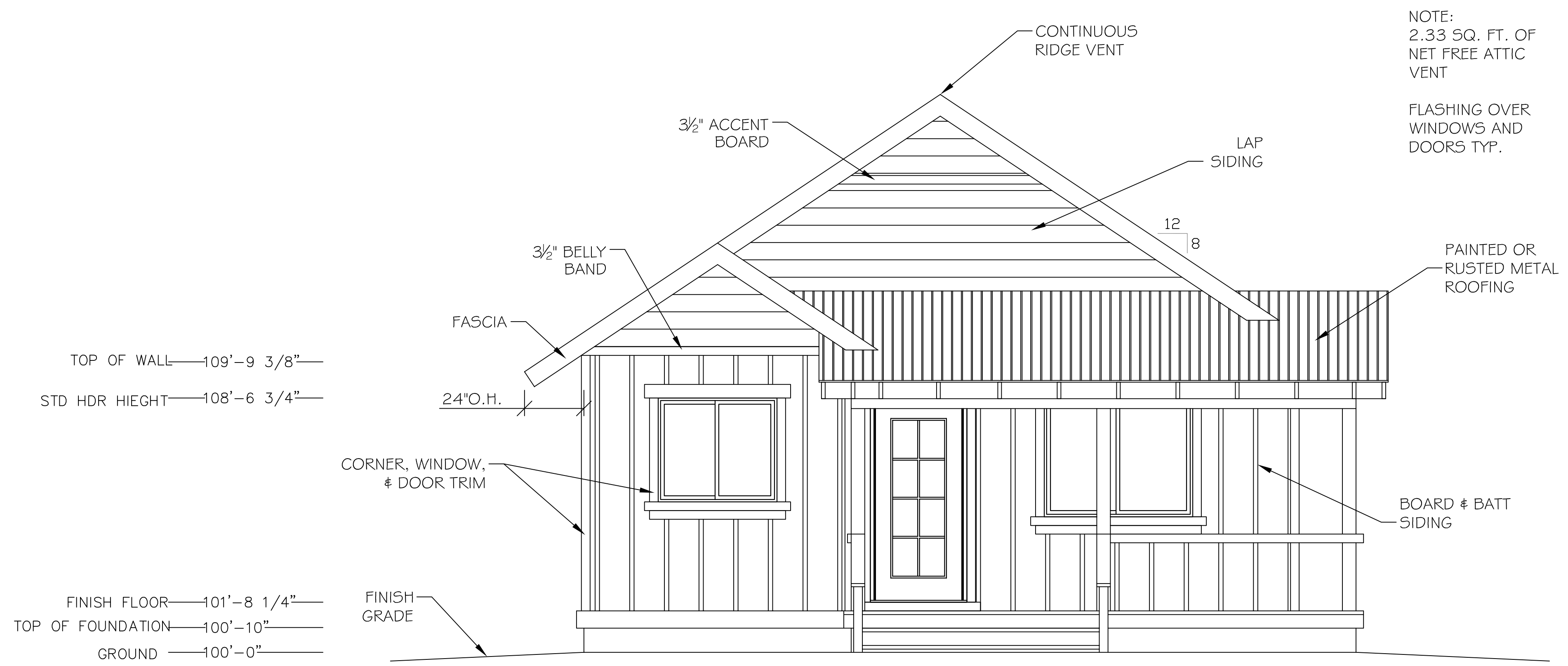
DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (C-2)
DATE: 1/11/2018
SCALE: 3/8"=1'-0"
SHEET:

A-2



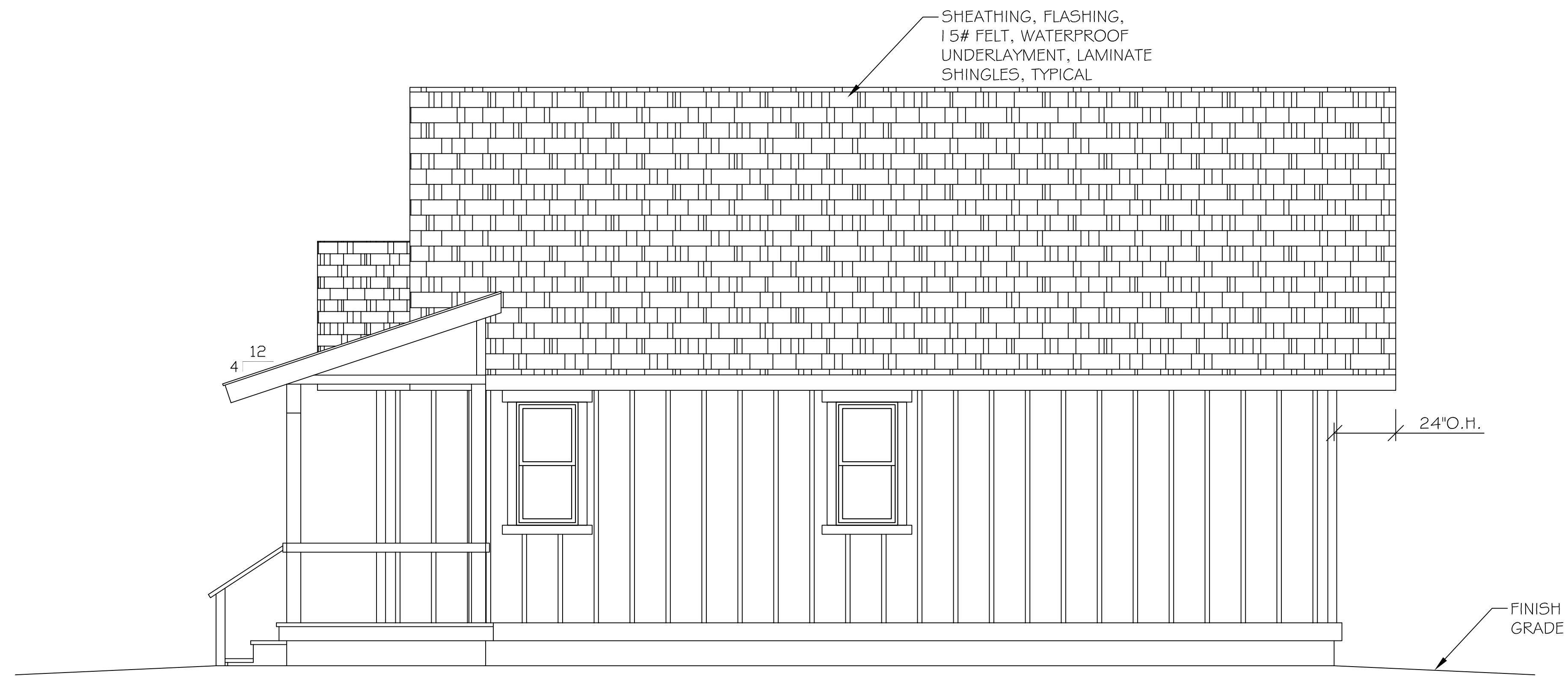
LEFT ELEVATION



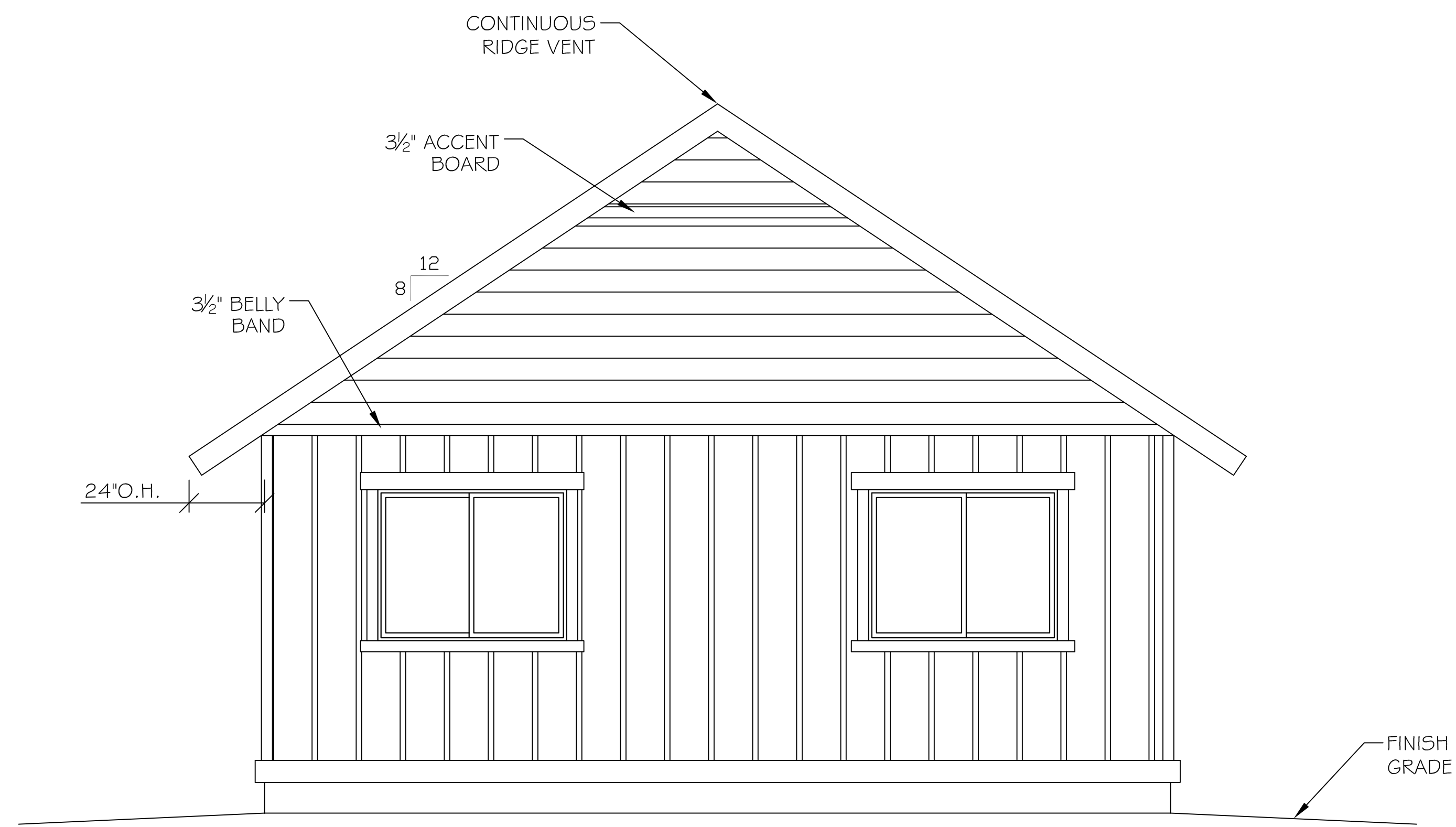
NOTE:
2.33 SQ. FT. OF
NET FREE ATTIC
VENT

FLASHING OVER
WINDOWS AND
DOORS TYP.

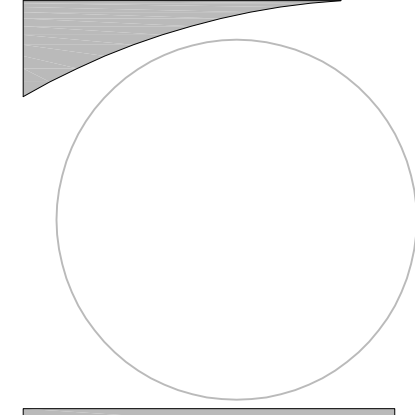
FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

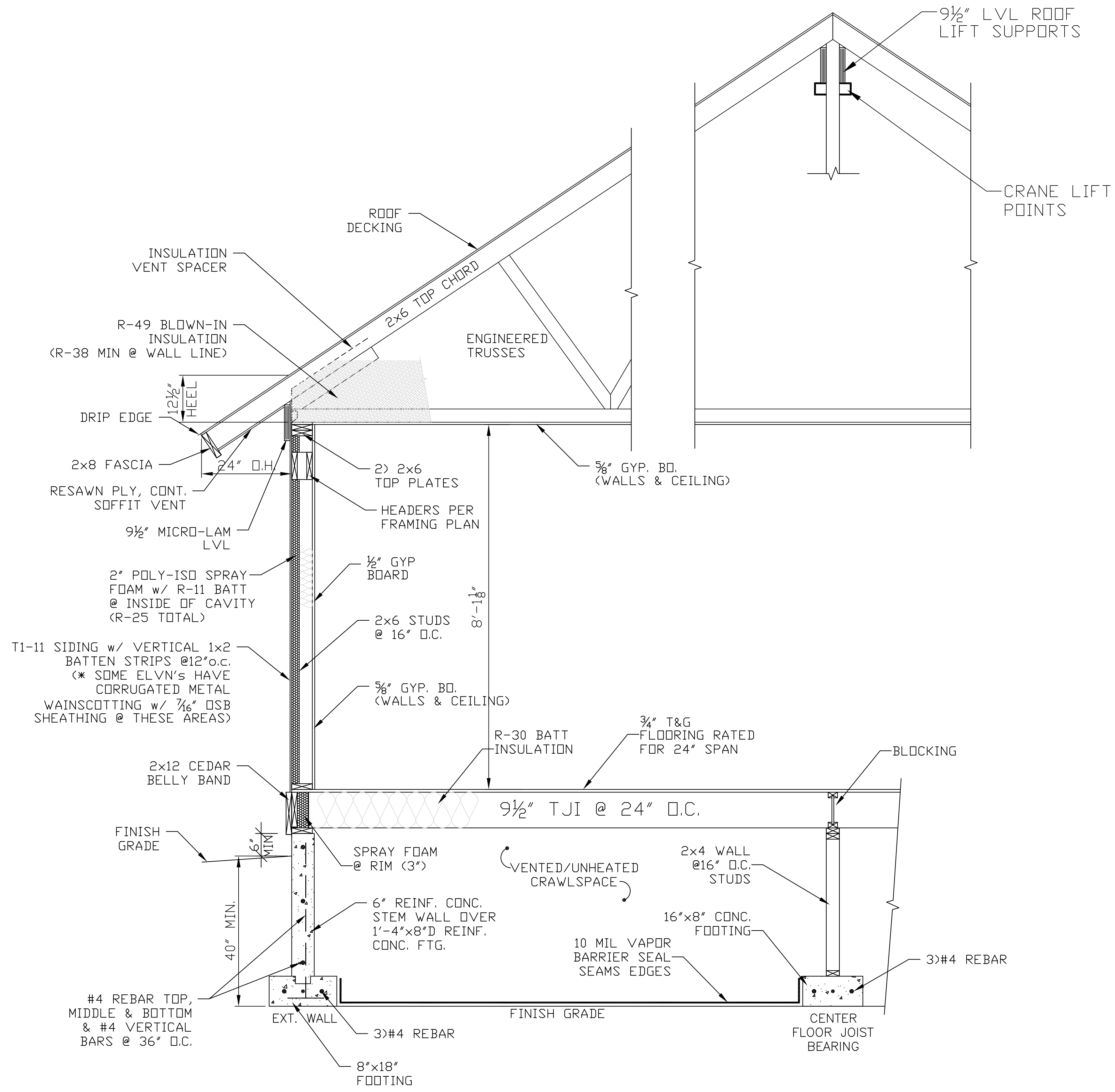
PLAN C-2

PROGRESS SET— NOT FOR CONSTRUCTION

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (C-2)
DATE: 1/11/2018
SCALE: 3/8"=1'-0"
SHEET:

A-3



1 CROSS SECTION
 SCALE: 3/4" = 1'-0"
 CRAWLSPACE

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

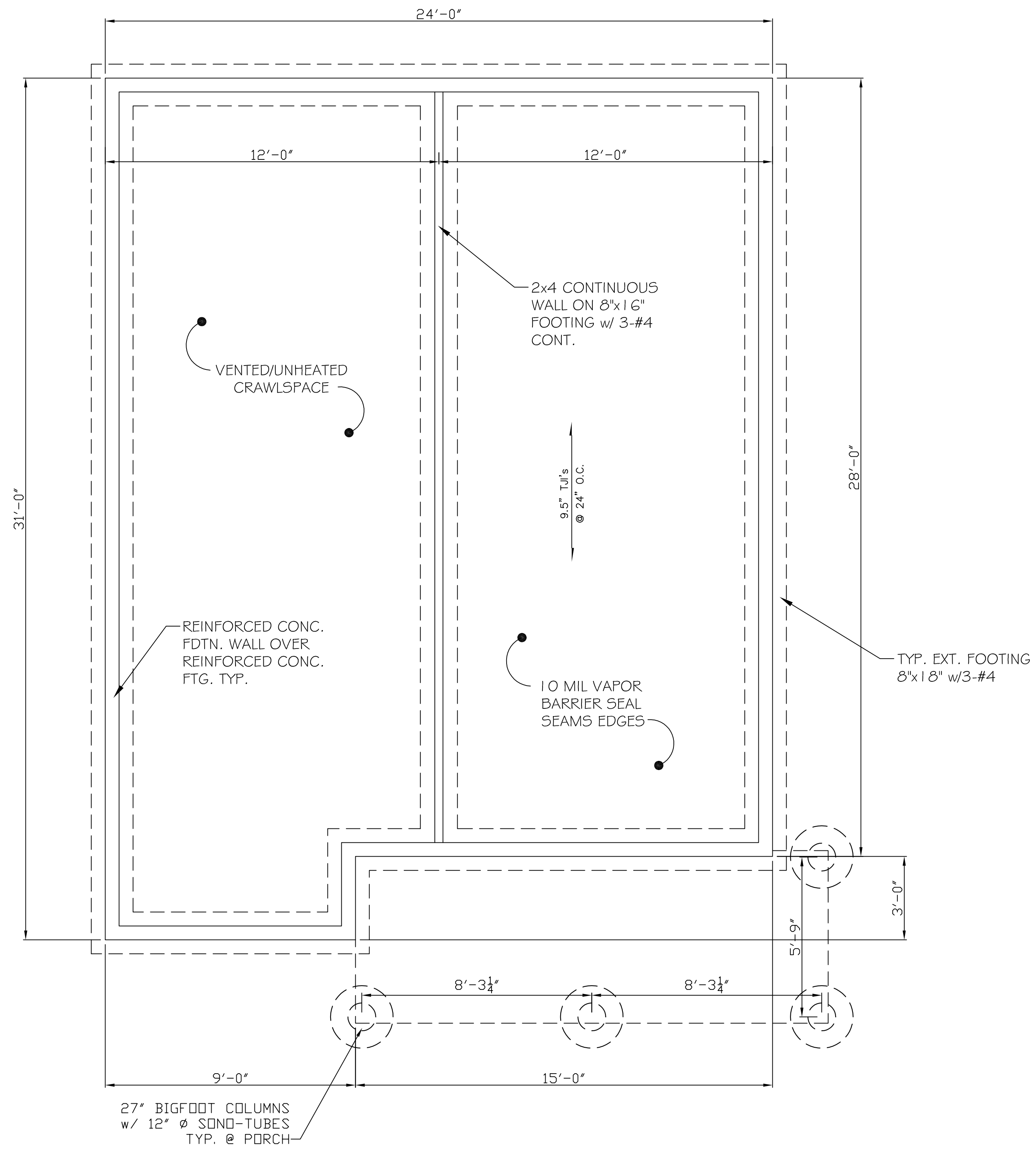
PLAN C-2

PROGRESS SET - NOT FOR CONSTRUCTION

DOUG MACFARLANE
 ARCHITECT - LLC
 653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (C-2)
 DATE: 1/23/2018
 SCALE: 3/4" = 1'-0"
 SHEET:

A-4



FOUNDATION

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

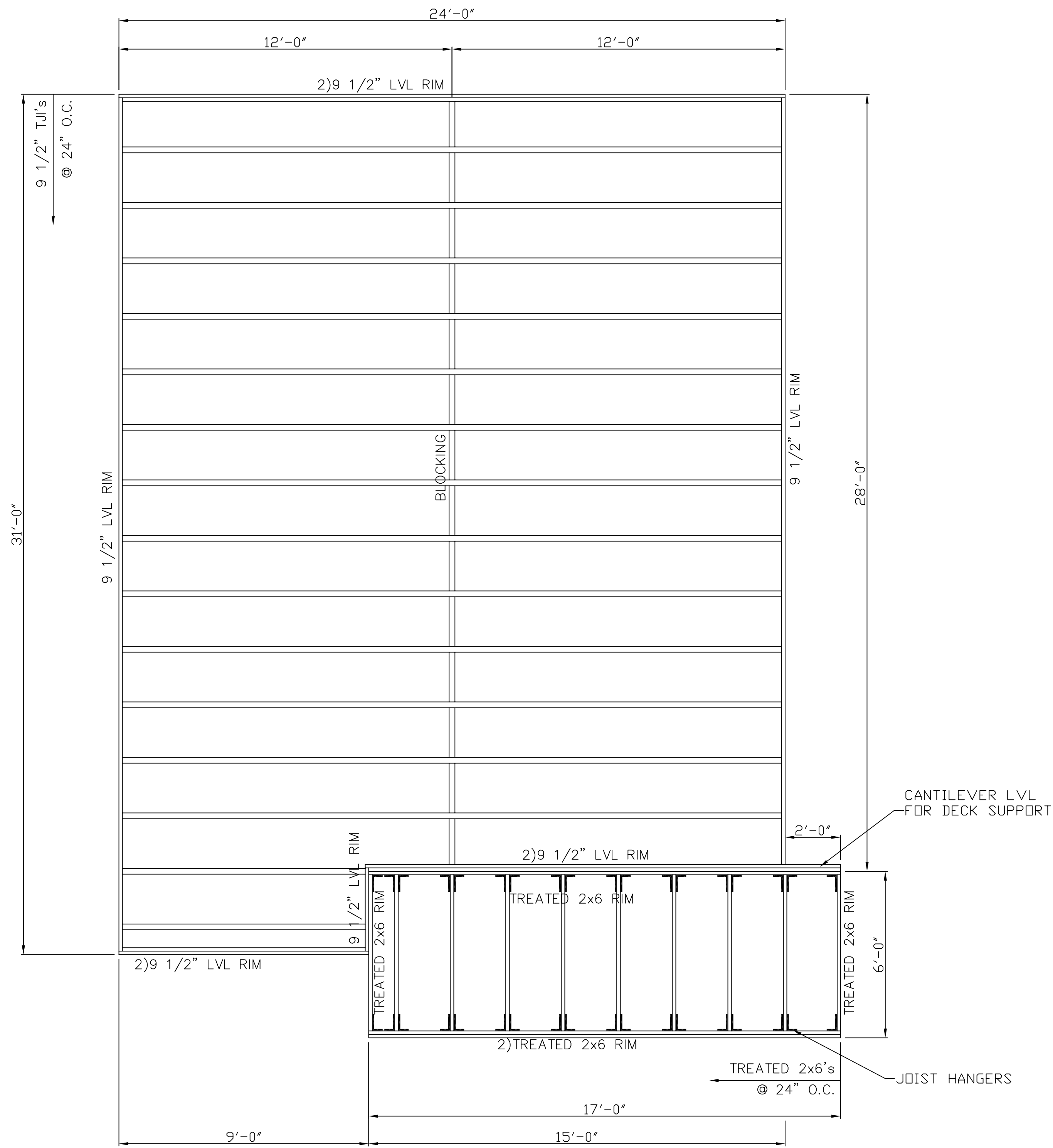
PLAN C-2

PROGRESS SET- NOT FOR CONSTRUCTION

DM
DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (C-2)
DATE: 1/23/2018
SCALE: 3/4"=1'-0"
SHEET:

S-1



FLOOR FRAMING

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

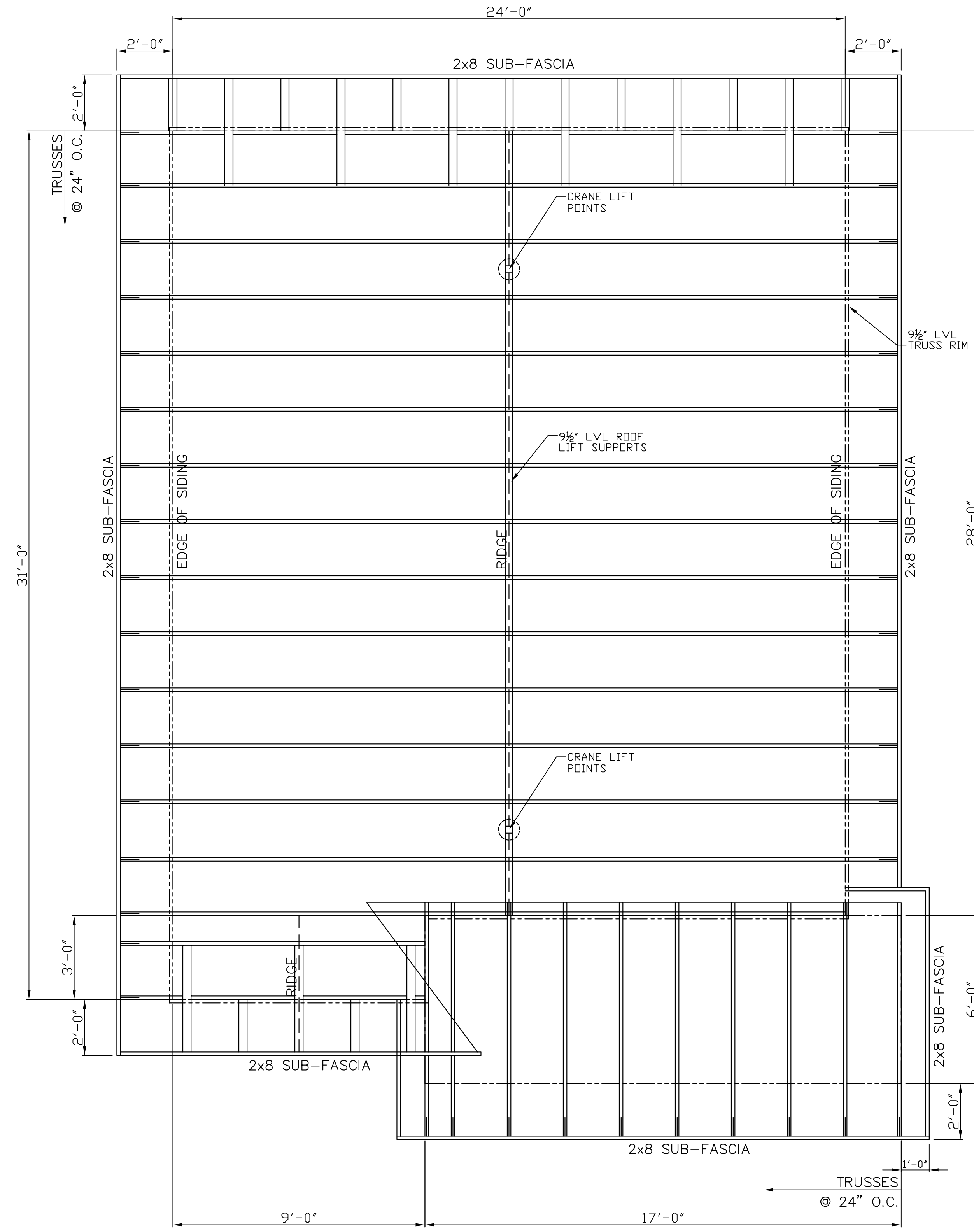
PLAN C-2

PROGRESS SET- NOT FOR CONSTRUCTION

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (C-2)
DATE: 1/25/2018
SCALE: 3/8"=1'-0"
SHEET:

S-2



ROOF FRAMING

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

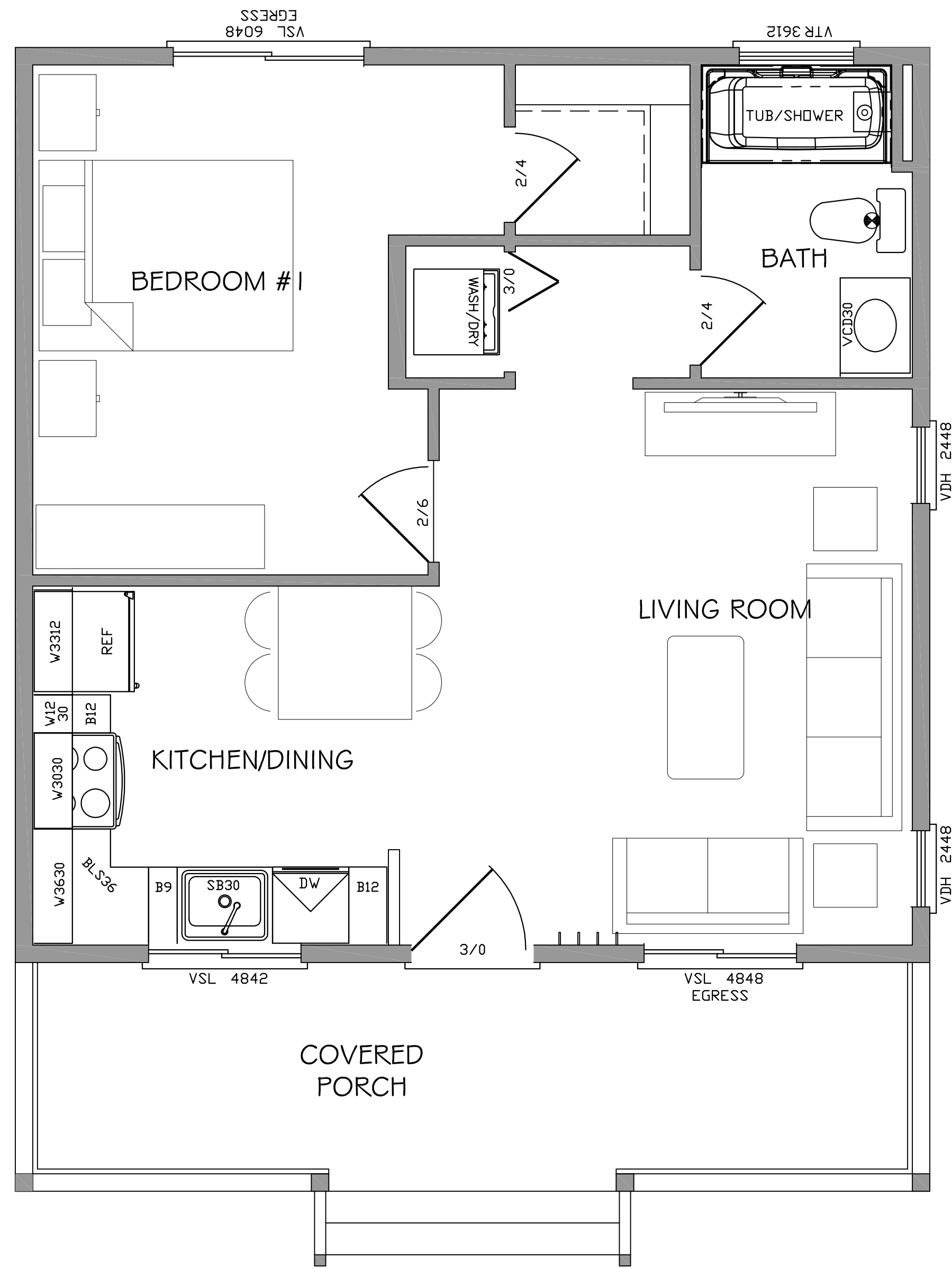
PLAN C-2

PROGRESS SET- NOT FOR CONSTRUCTION

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (C-2)
DATE: 1/25/2018
SCALE: 3/8"=1'-0"
SHEET:

S-3



PLAN "D-1"
 1 Bedroom / 1 Bath
 576 sq. ft.

"Vista Park Commons"



REVISIONS
 PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

PLAN D-1

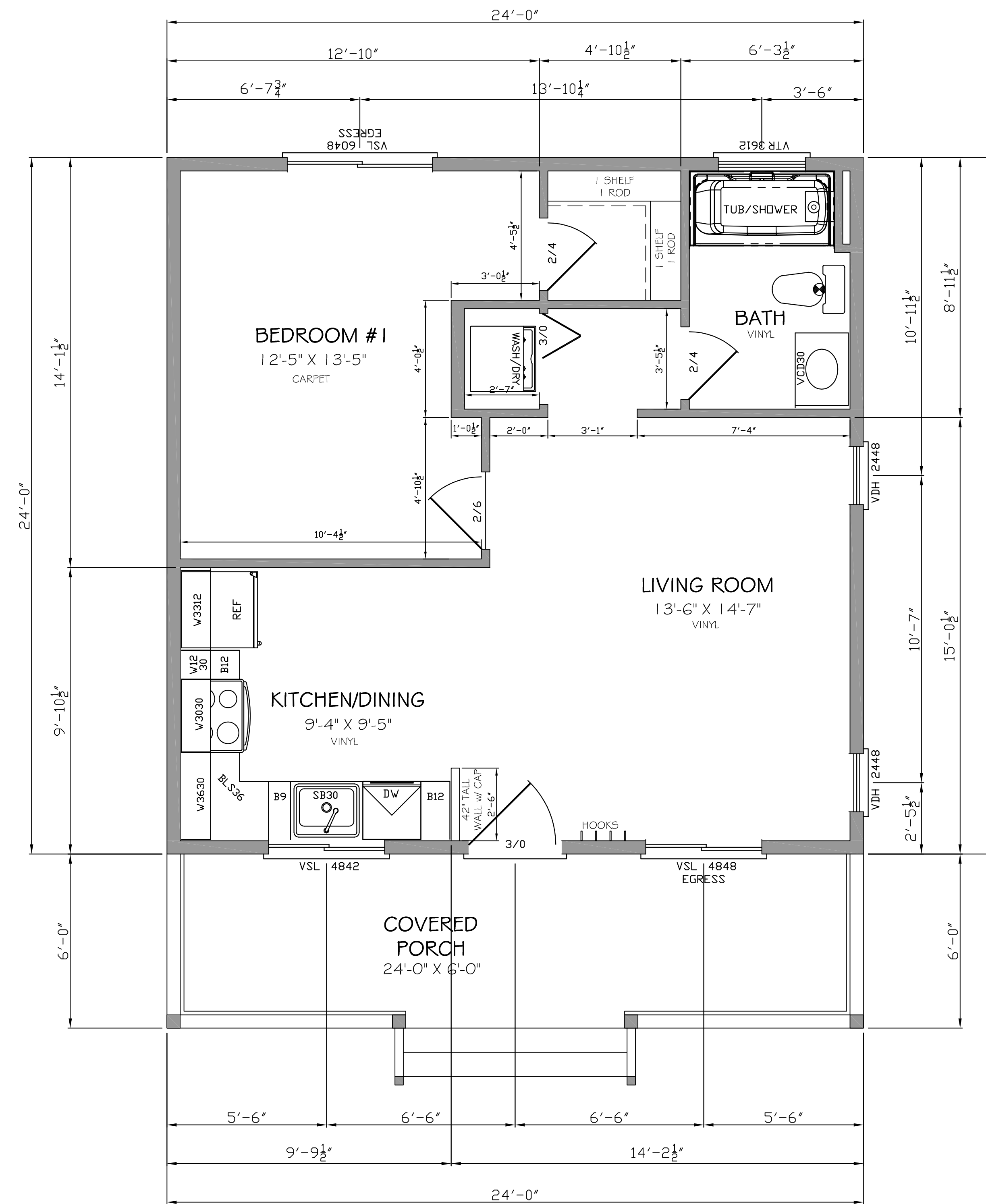
PROGRESS SET— NOT FOR CONSTRUCTION

DOUG MACFARLANE
 ARCHITECT-LLC
 653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

JOB: V.P.C. (D-1)
 DATE: 1/17/2018
 SCALE: 3/8"=1'-0"
 SHEET:

CP

PLAN "D-1"



GENERAL NOTES:

- EXTERIOR WALLS: 2x6 @ 24" O.C. - LINE UP WITH TRUSSES
- INTERIOR WALLS: 2x4 @ 24" O.C.
- VINYL WINDOWS
- TRUSSES: 1 2½" @ HEEL, R-49 BLOWN-IN FIBERGLASS INSULATION
- FURNACE # WATER HEATER IN ATTIC
- ROOF VENTING: CONT. SOFFIT VENTS # RIDGE VENTS
- CRAWLSPACE VENTS: 8"x16" w/ METAL GRILLS
- WATERPROOFING @ STEM WALLS: ROLL ON BLACK DAMP-PROOFING

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

PLAN D-1

DOUG MACFARLANE
ARCHITECT-LLC

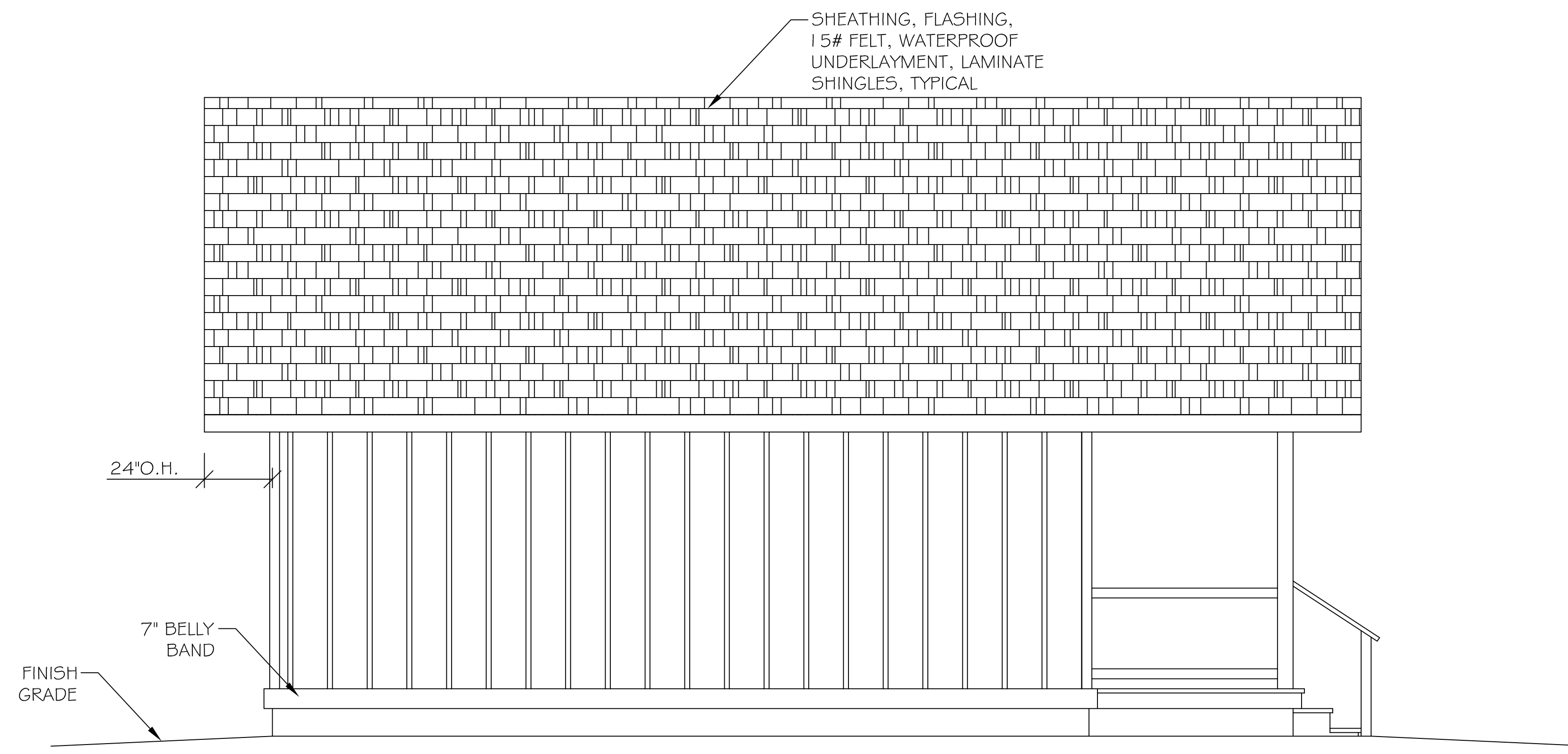


653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

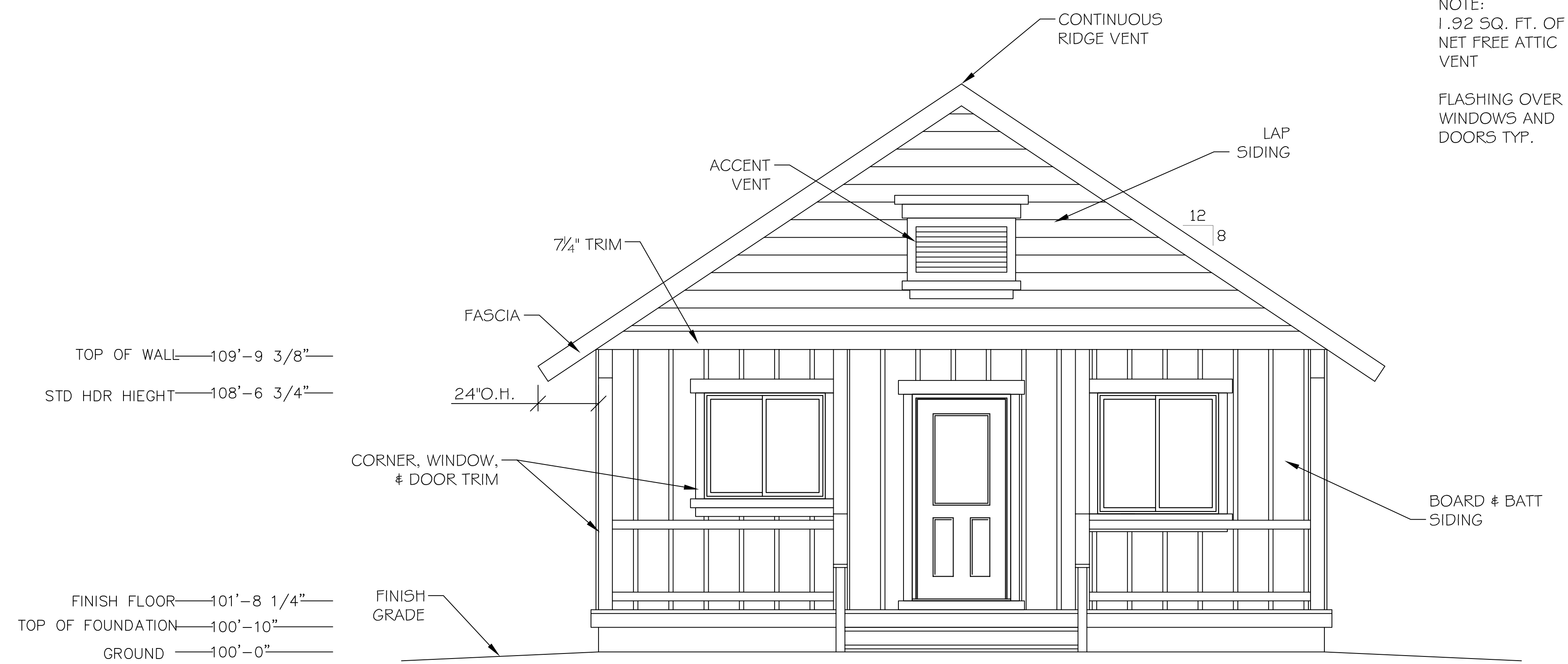
PROGRESS SET— NOT FOR CONSTRUCTION

JOB: V.P.C. (D-1)
DATE: 1/17/2018
SCALE: 3/8"=1'-0"
SHEET:

A-1



LEFT ELEVATION



FRONT ELEVATION

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

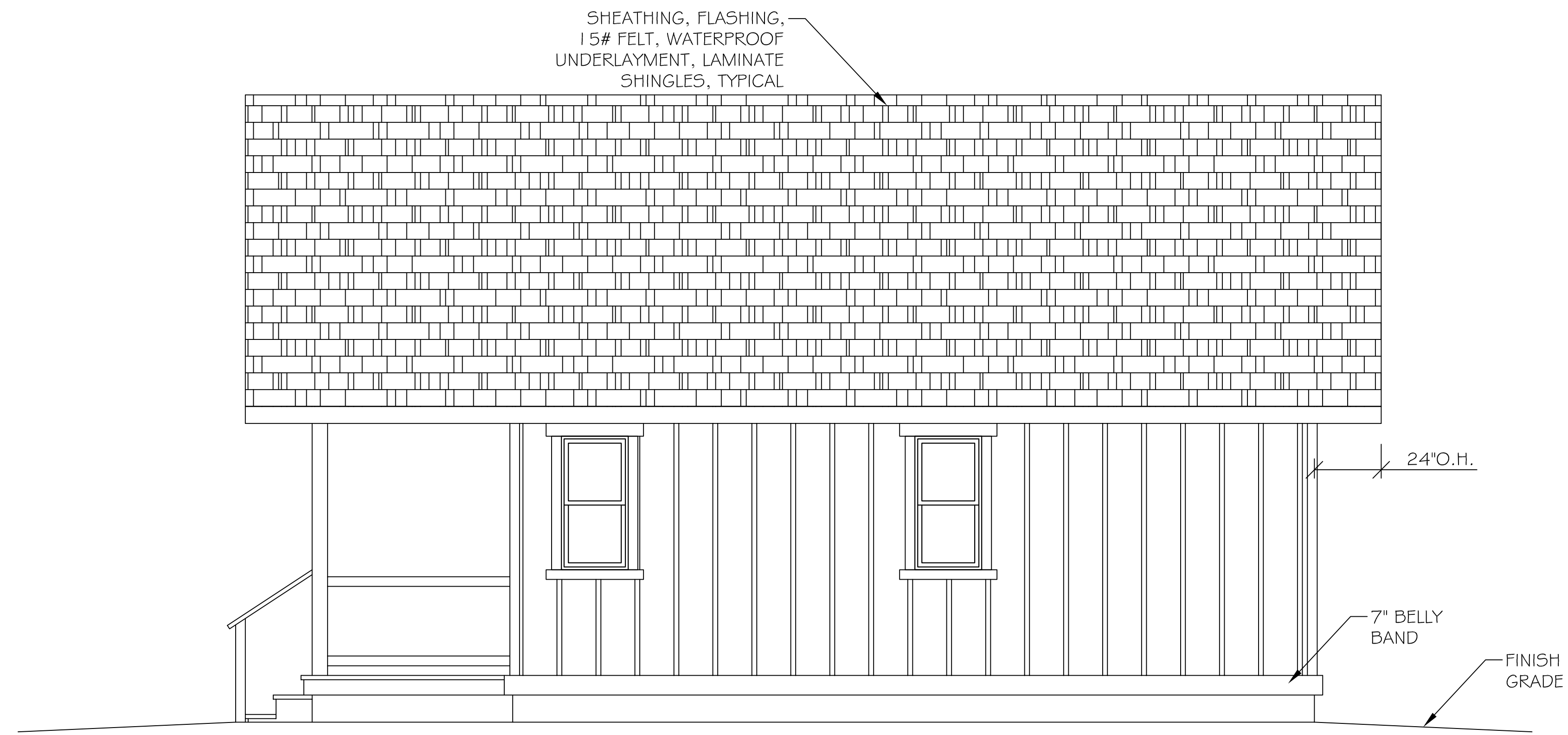
PLAN D-1

PROGRESS SET— NOT FOR CONSTRUCTION

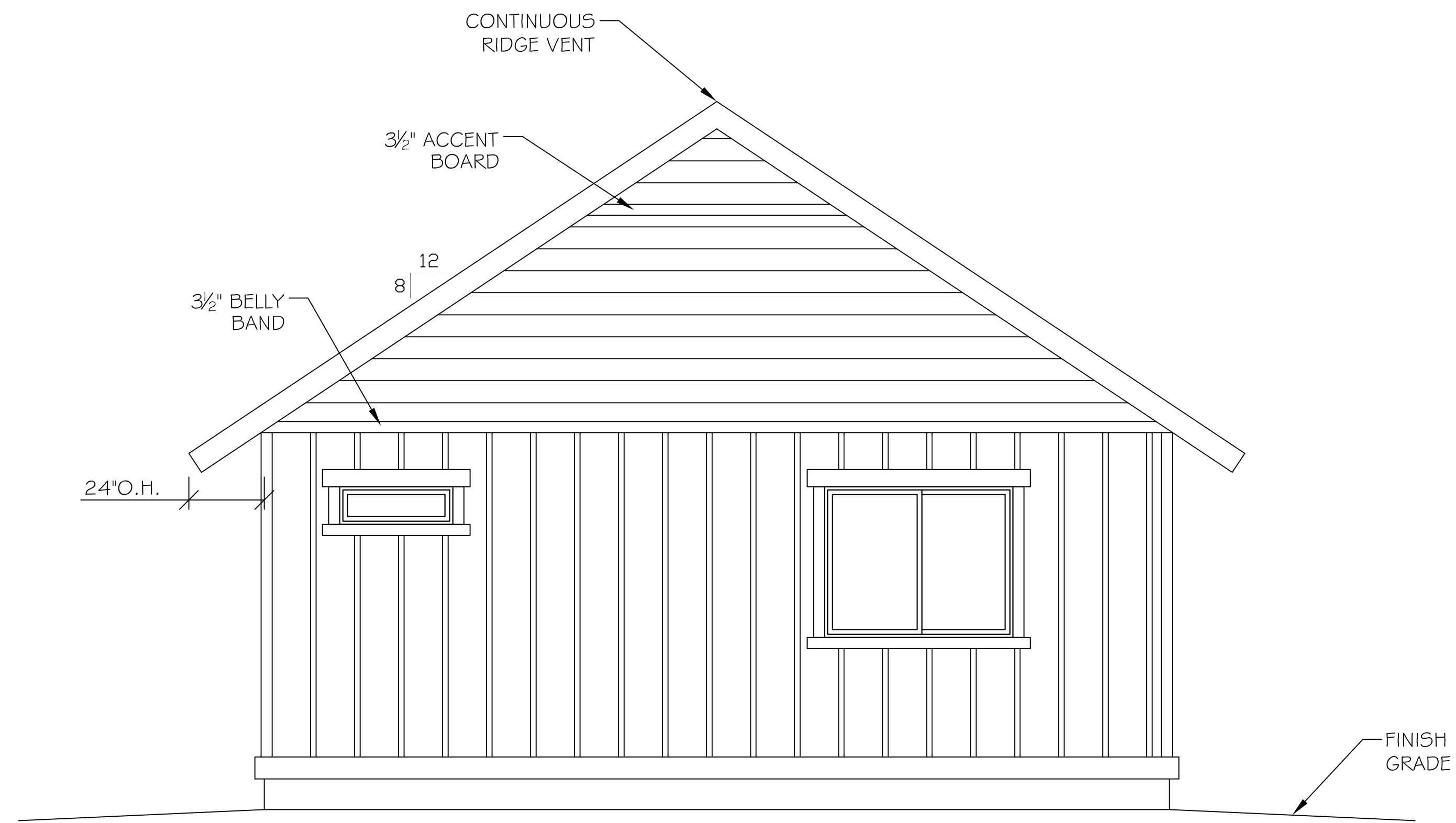
DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (D-1)
DATE: 1/17/2018
SCALE: 3/8"=1'-0"
SHEET:

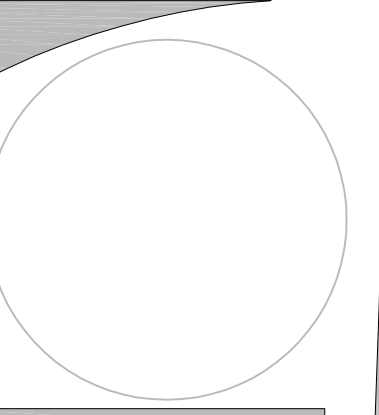
A-2



RIGHT ELEVATION



REAR ELEVATION



REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

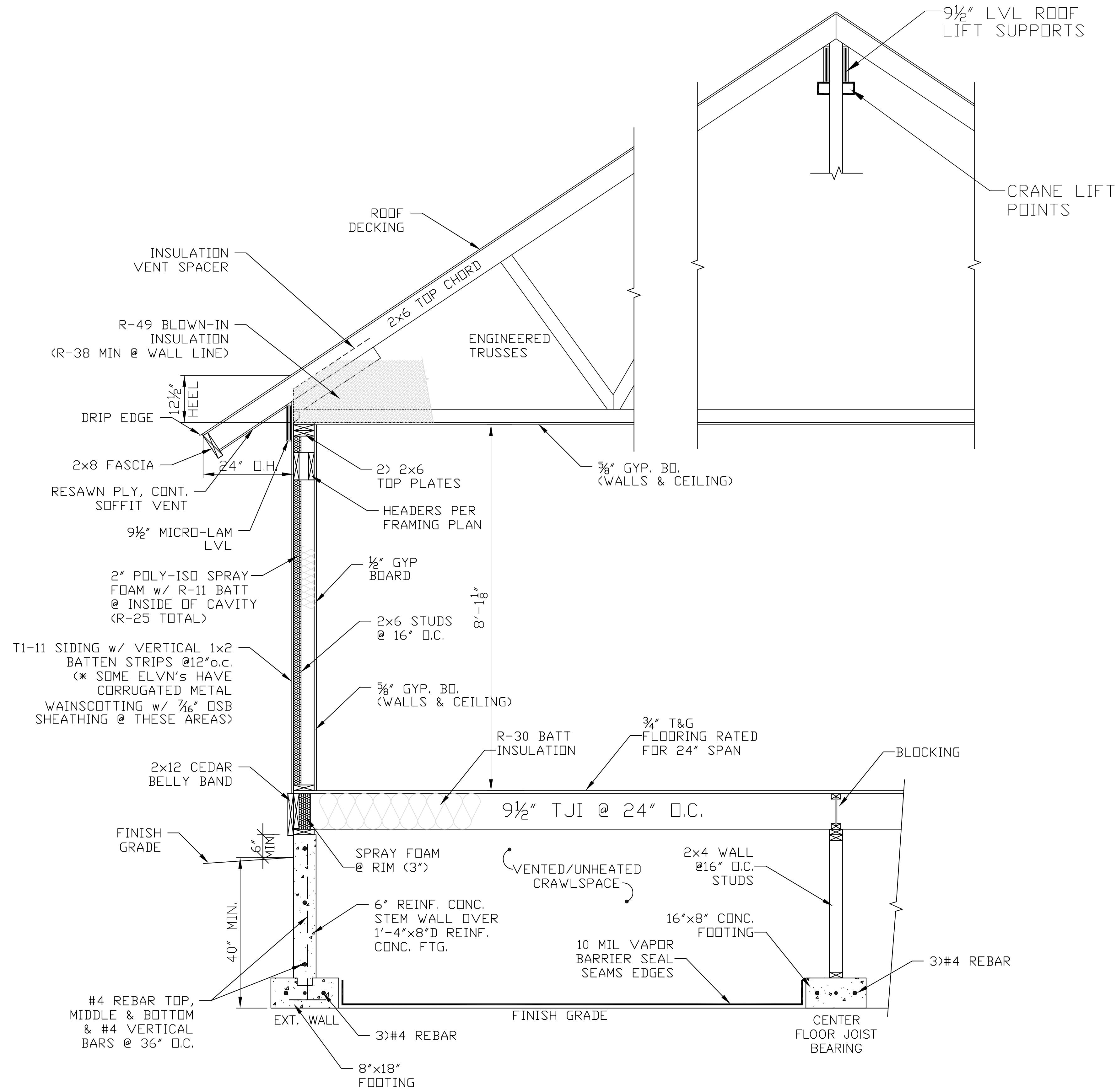
PLAN D-1

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

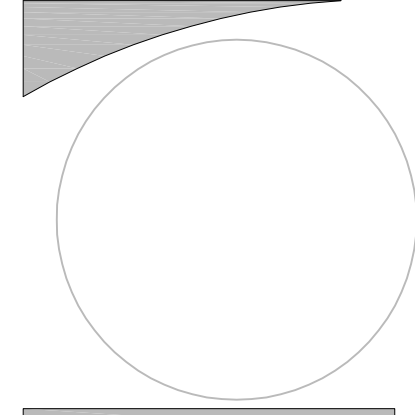
JOB: V.P.C. (D-1)
DATE: 1/17/2018
SCALE: 3/8"=1'-0"
SHEET:

A-3

PROGRESS SET- NOT FOR CONSTRUCTION



1 CROSS SECTION
 SCALE: 3/4" = 1'-0"
 CRAWLSPACE



REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

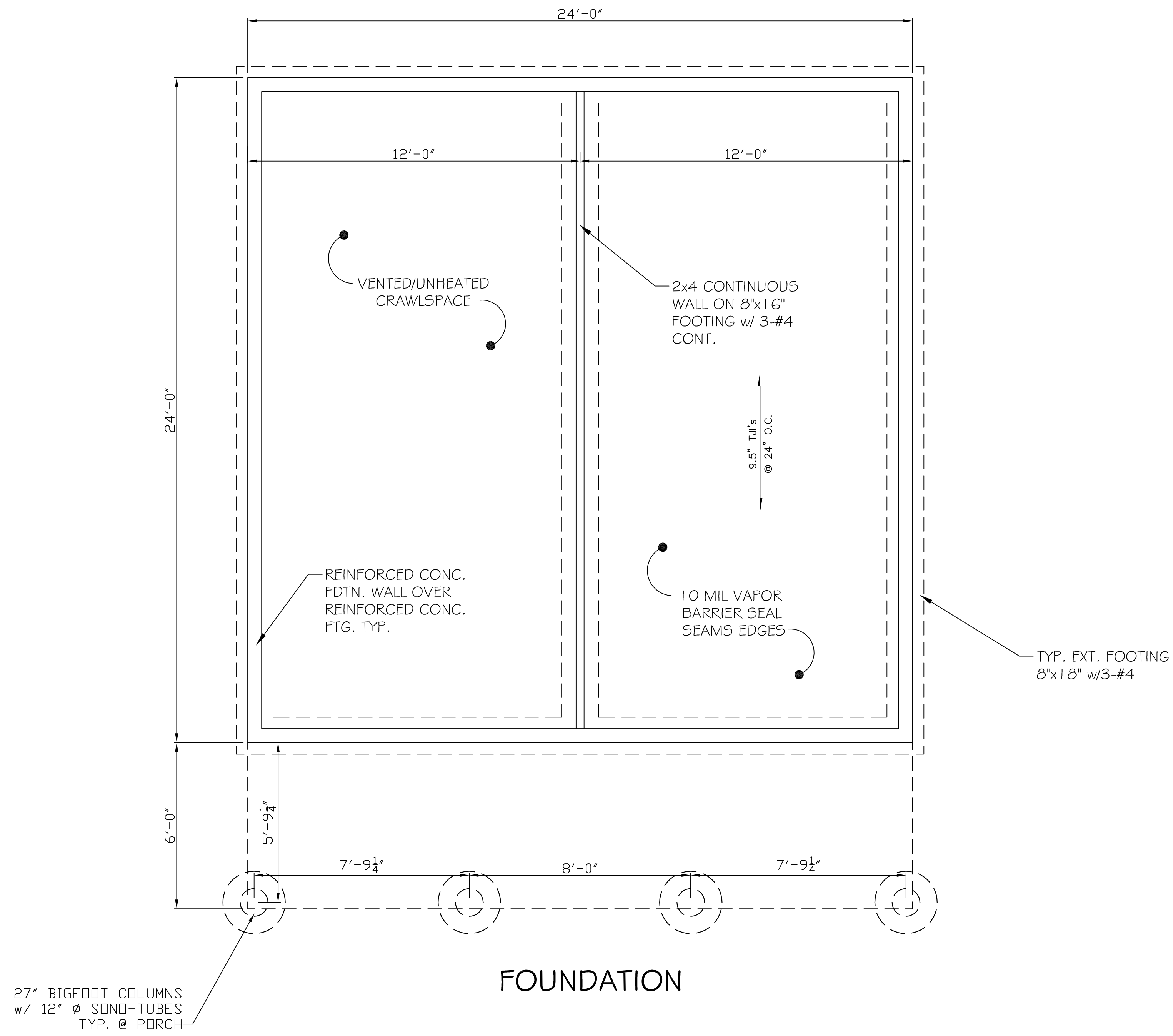
PLAN D-1

PROGRESS SET - NOT FOR CONSTRUCTION

DOUG MACFARLANE
 ARCHITECT - LLC
 653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (D-1)
 DATE: 1/27/2018
 SCALE: 3/4" = 1'-0"
 SHEET:

A-4



REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

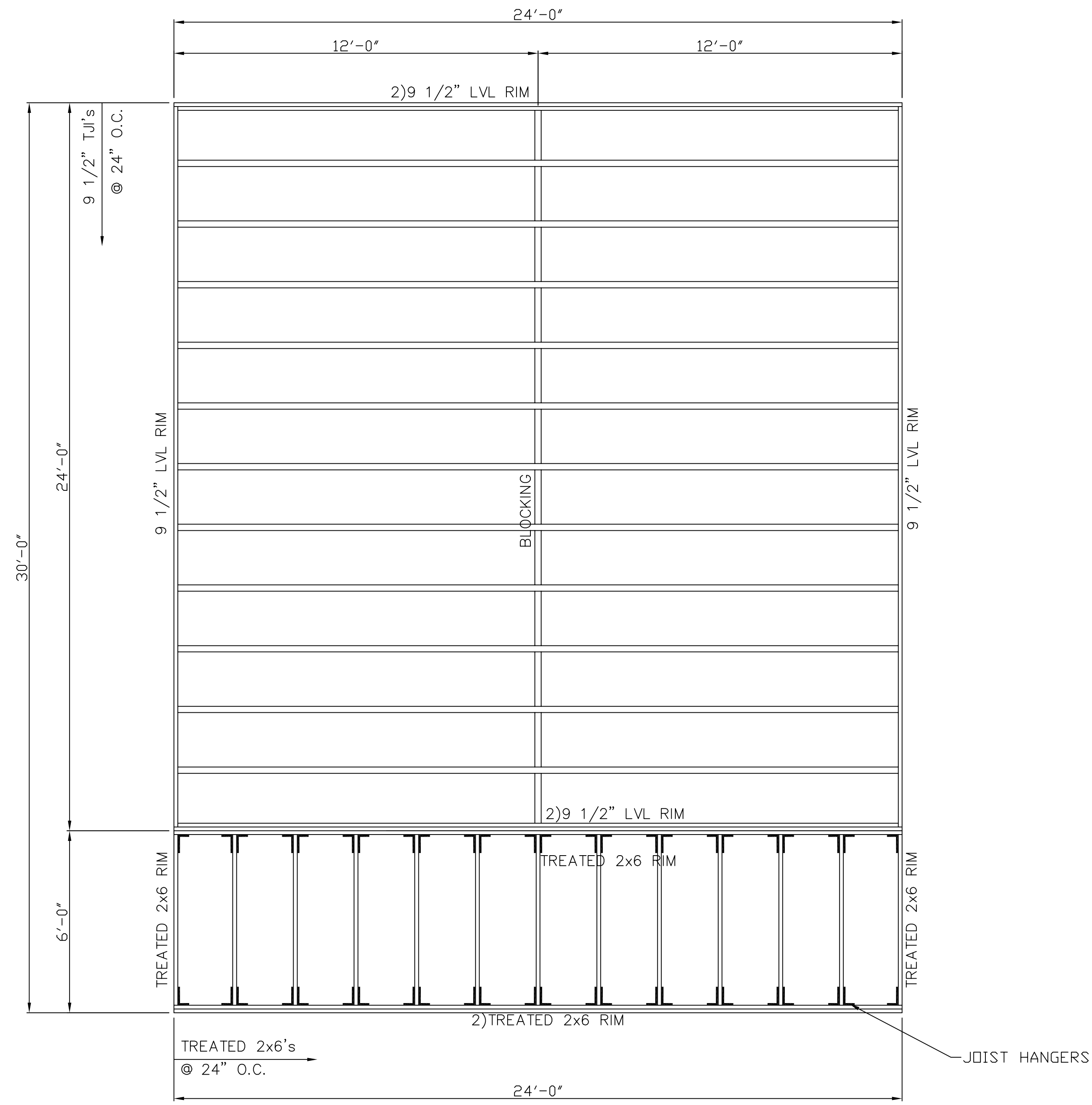
PLAN D-1

PROGRESS SET- NOT FOR CONSTRUCTION

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

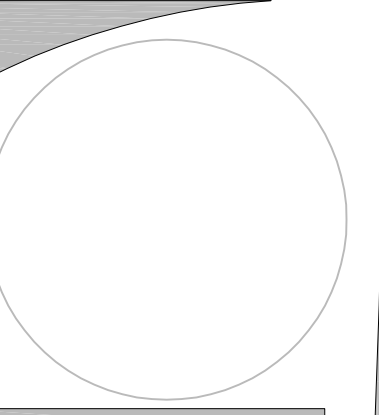
JOB: V.P.C. (D-1)
DATE: 1/27/2018
SCALE: 3/8"=1'-0"
SHEET:

S-1



FLOOR FRAMING

PROGRESS SET— NOT FOR CONSTRUCTION

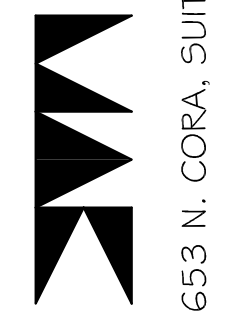


REVISIONS	
PRELIM PLAT:	

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

PLAN D-1

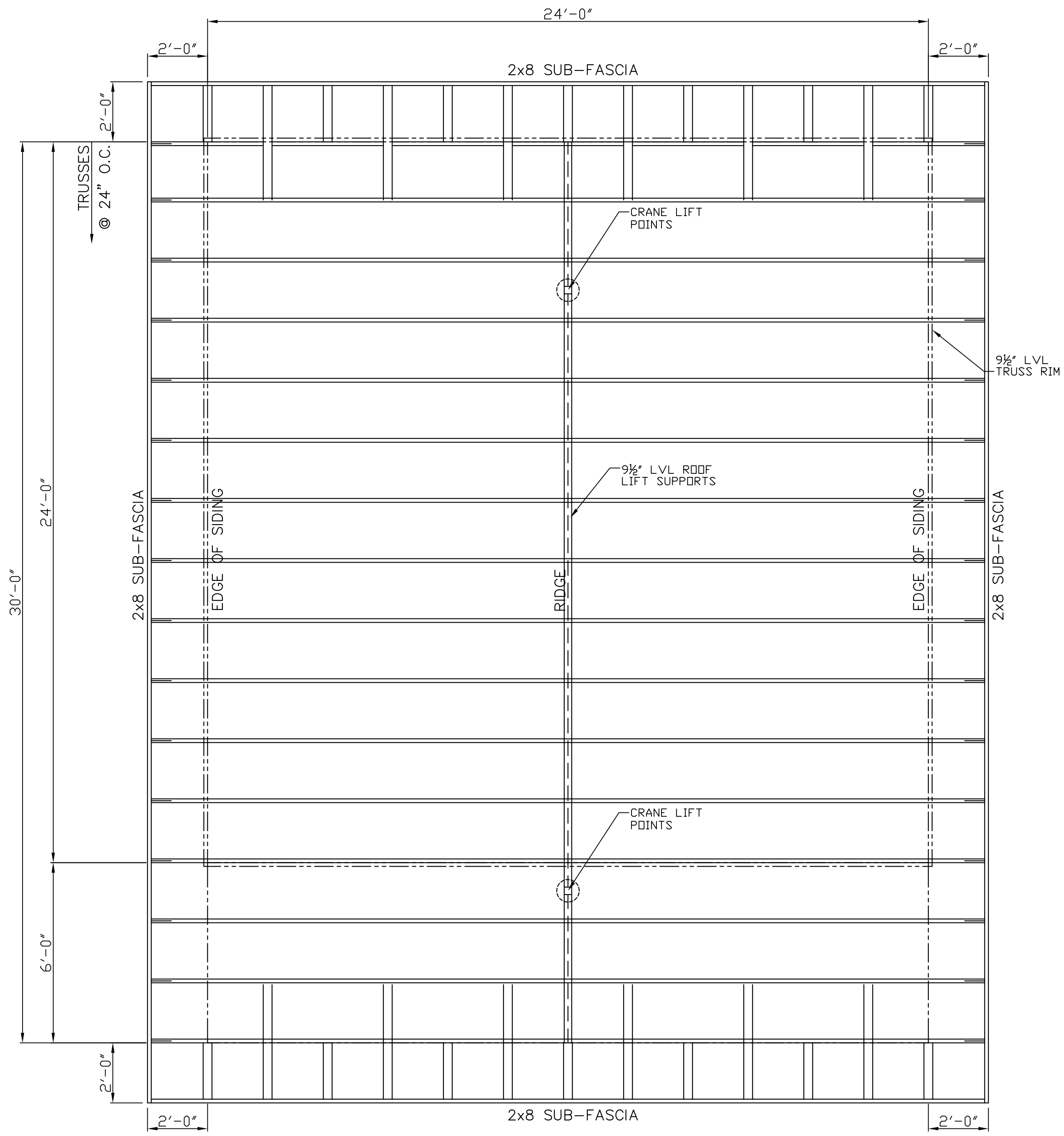
DOUG MACFARLANE
ARCHITECT-LLC



653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (D-11)
DATE: 1/27/2018
SCALE: 3/8"=1'-0"
SHEET:

S-2



ROOF FRAMING

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

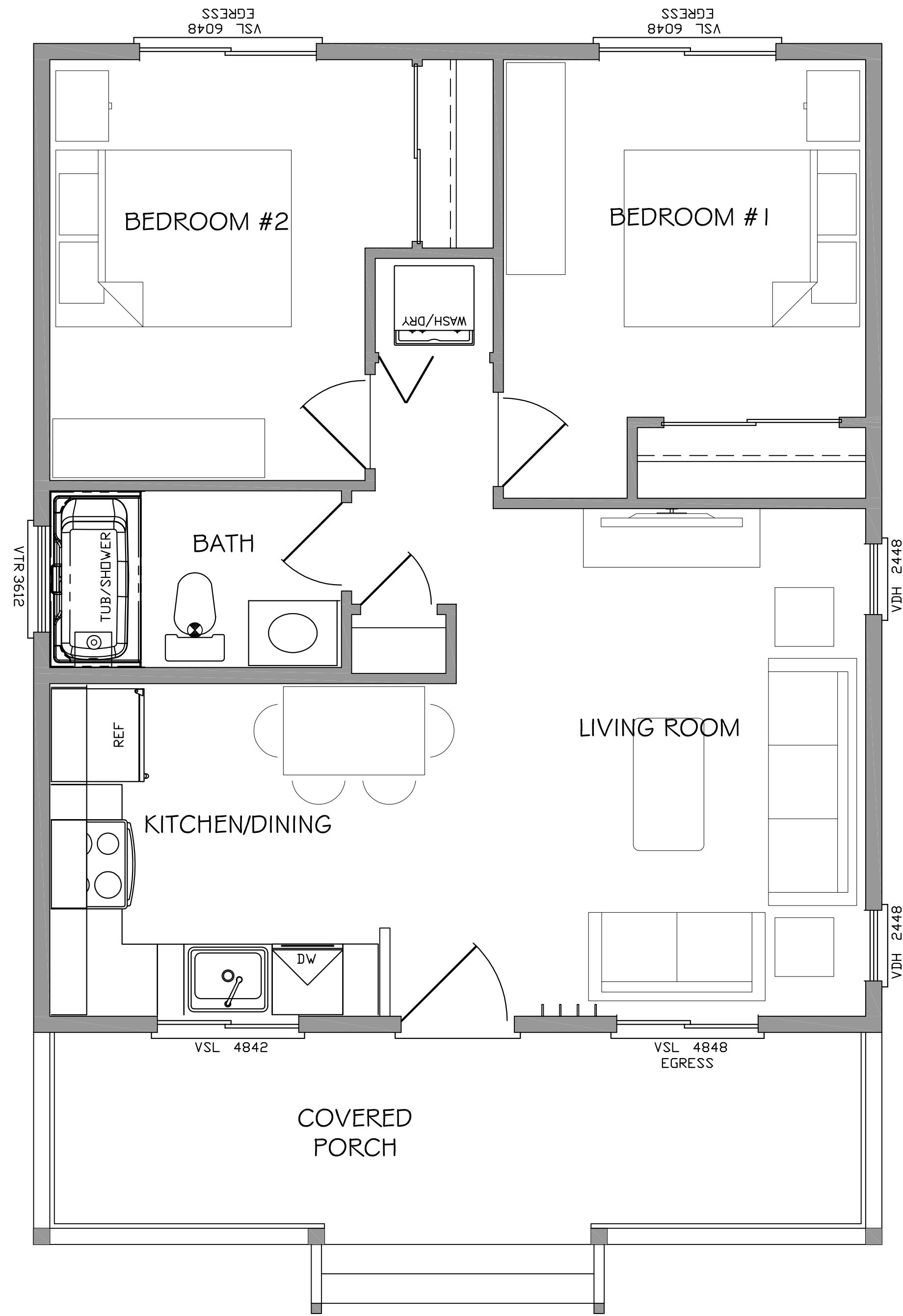
PLAN D-1

PROGRESS SET— NOT FOR CONSTRUCTION

DM
DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970) 626-3308

JOB: V.P.C. (D-1)
DATE: 1/27/2018
SCALE: 3/8"=1'-0"
SHEET:

S-3



PLAN "D-2"
 2 Bedroom / 1 Bath
 672 sq. ft.

"Vista Park Commons"



REVISIONS
 PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

PLAN D-2

(970)-626-3308

DOUG MACFARLANE
 ARCHITECT- LLC

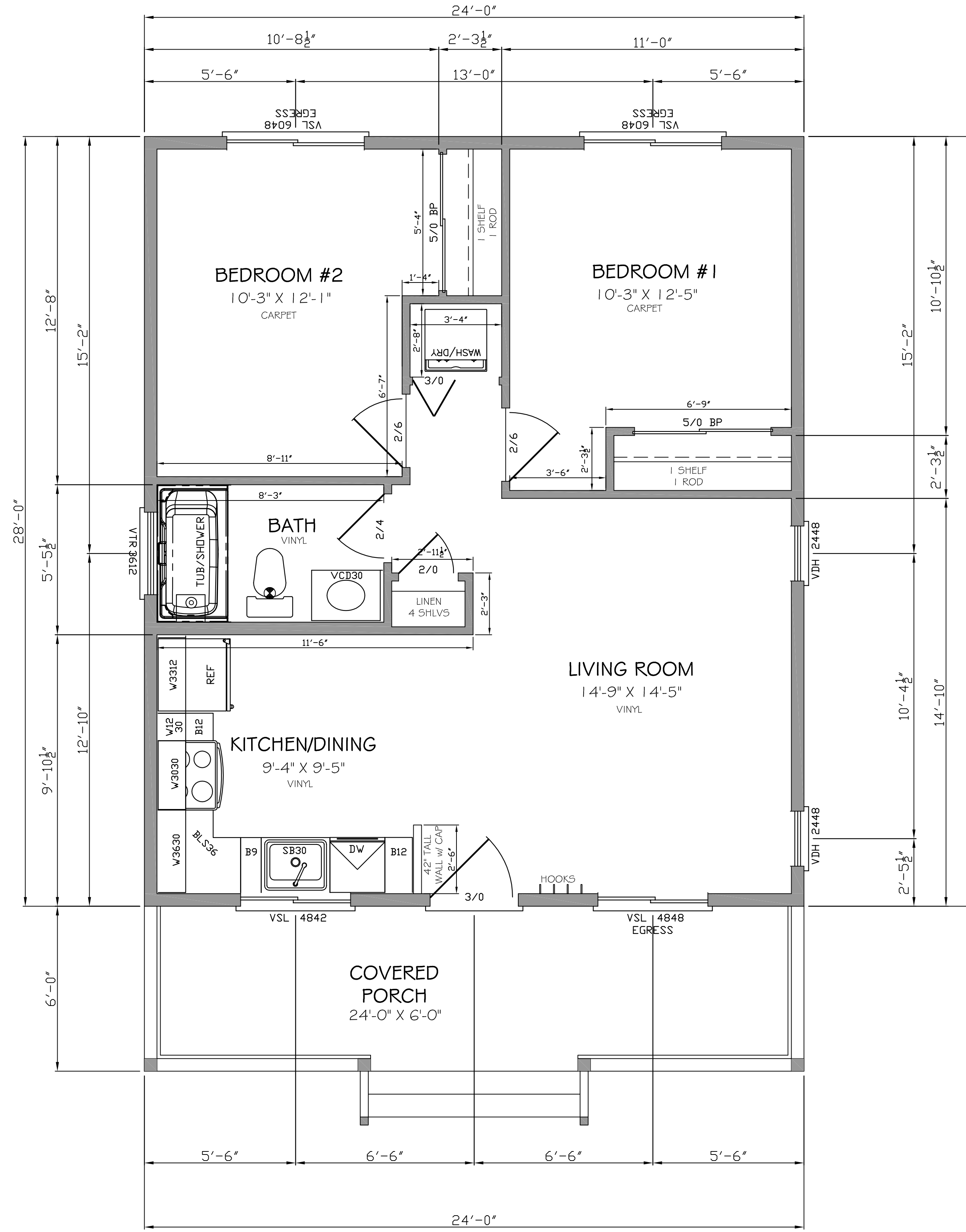
653 N. CORA, SUITE 201, RIDGWAY, CO.

JOB: V.P.C. (D-2)
 DATE: 1/18/2018
 SCALE: 3/8"=1'-0"
 SHEET:

CP

PROGRESS SET- NOT FOR CONSTRUCTION

PLAN "D-2"



GENERAL NOTES:

- EXTERIOR WALLS: 2x6 @ 24" O.C. - LINE UP WITH TRUSSES
- INTERIOR WALLS: 2x4 @ 24" O.C.
- VINYL WINDOWS
- TRUSSES: 12 1/2" @ HEEL, R-49 BLOWN-IN FIBERGLASS INSULATION
- FURNACE & WATER HEATER IN ATTIC
- ROOF VENTING: CONT. SOFFIT VENTS & RIDGE VENTS
- CRAWLSPACE VENTS: 8"x16" w/ METAL GRILLS
- WATERPROOFING @ STEM WALLS: ROLL ON BLACK DAMP-PROOFING

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

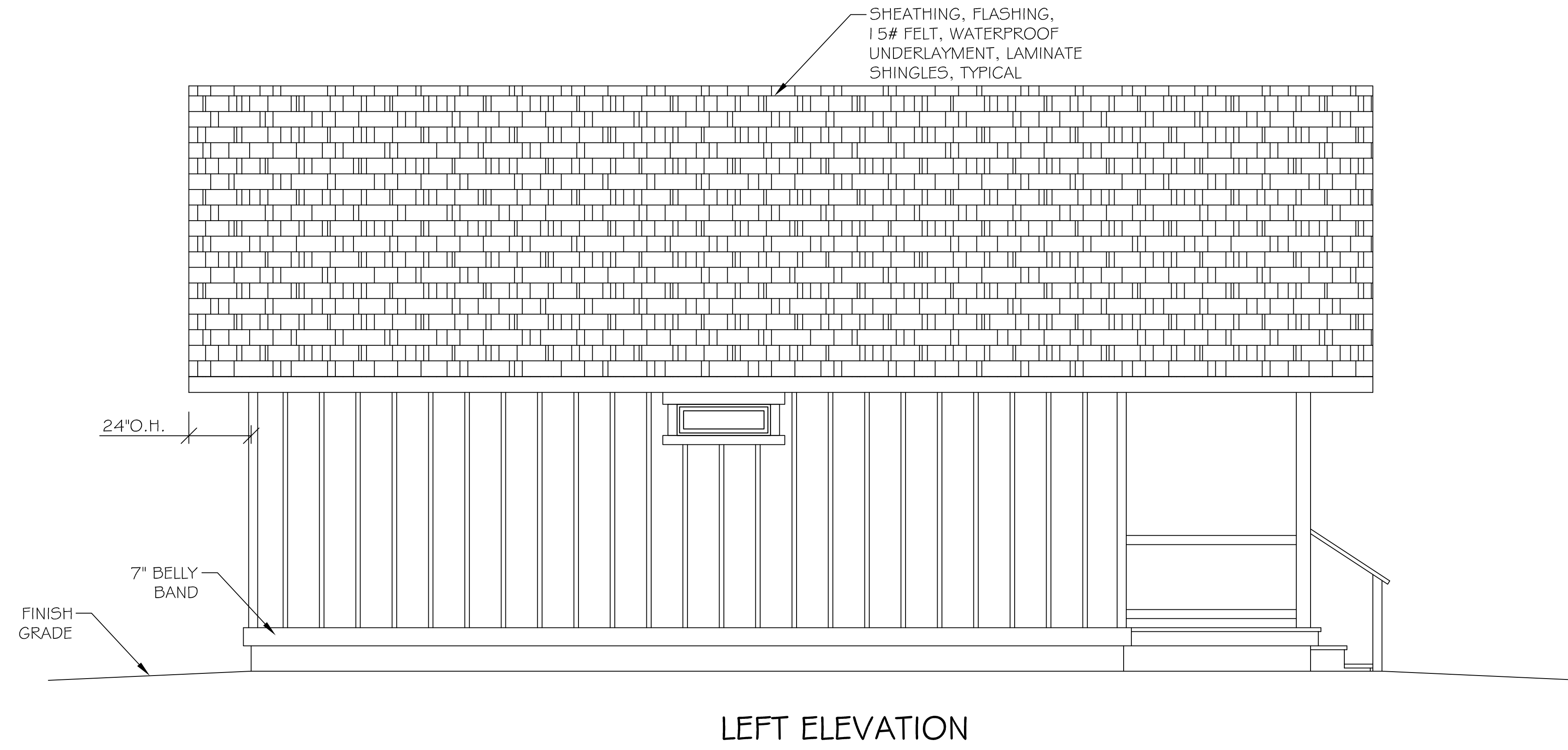
PLAN D-2

DOUG MACFARLANE
ARCHITECT- LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

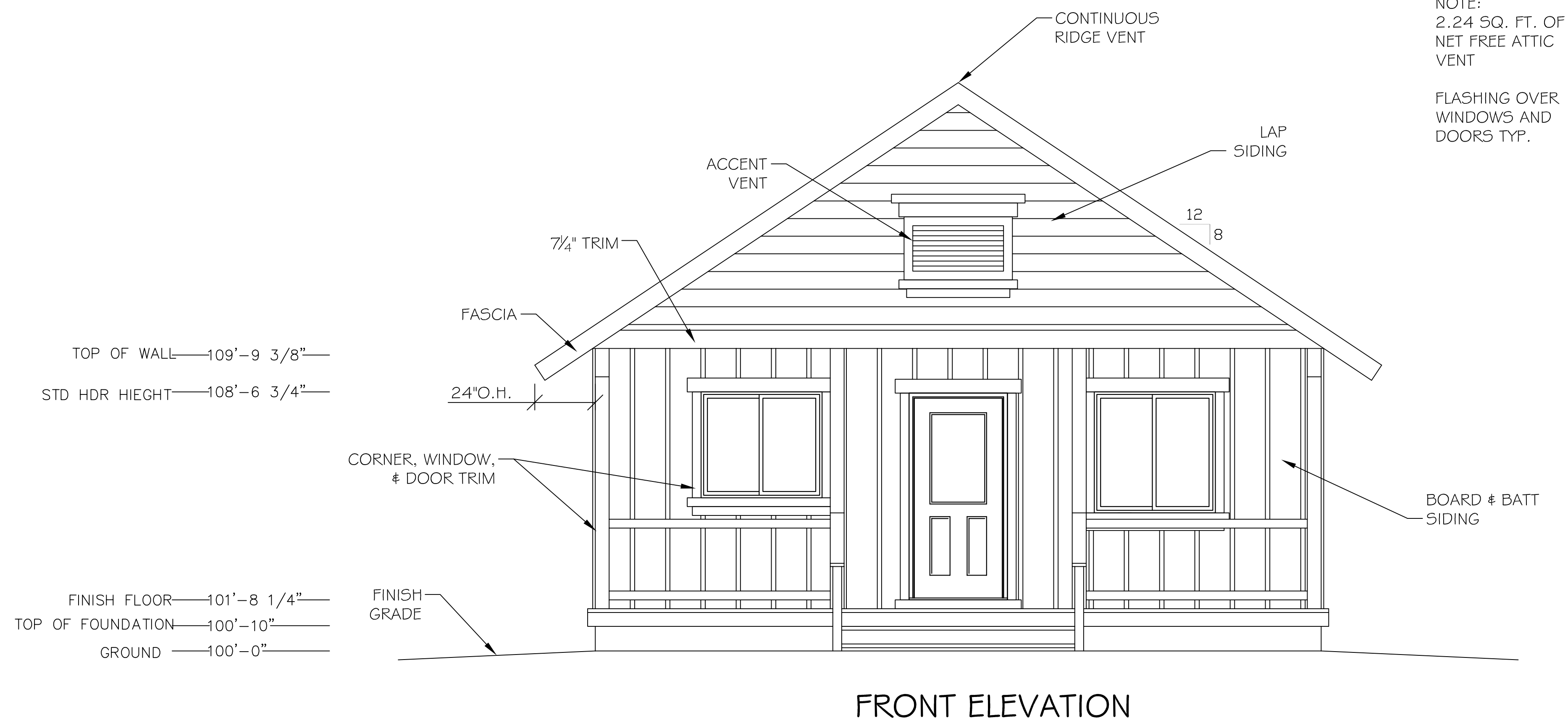
JOB: V.P.C. (D-2)
DATE: 1/18/2018
SCALE: 3/8"=1'-0"
SHEET:

A-1

PROGRESS SET- NOT FOR CONSTRUCTION



LEFT ELEVATION



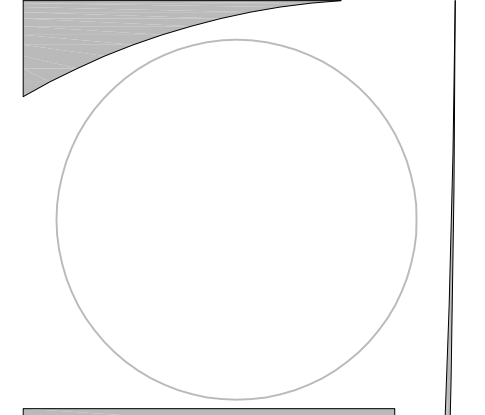
FRONT ELEVATION

NOTE:
2.24 SQ. FT. OF
NET FREE ATTIC
VENT

FLASHING OVER
WINDOWS AND
DOORS TYP.

TOP OF WALL—109'-9 3/8"
STD HDR HIEGHT—108'-6 3/4"

FINISH FLOOR—101'-8 1/4"
TOP OF FOUNDATION—100'-10"
GROUND—100'-0"



REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

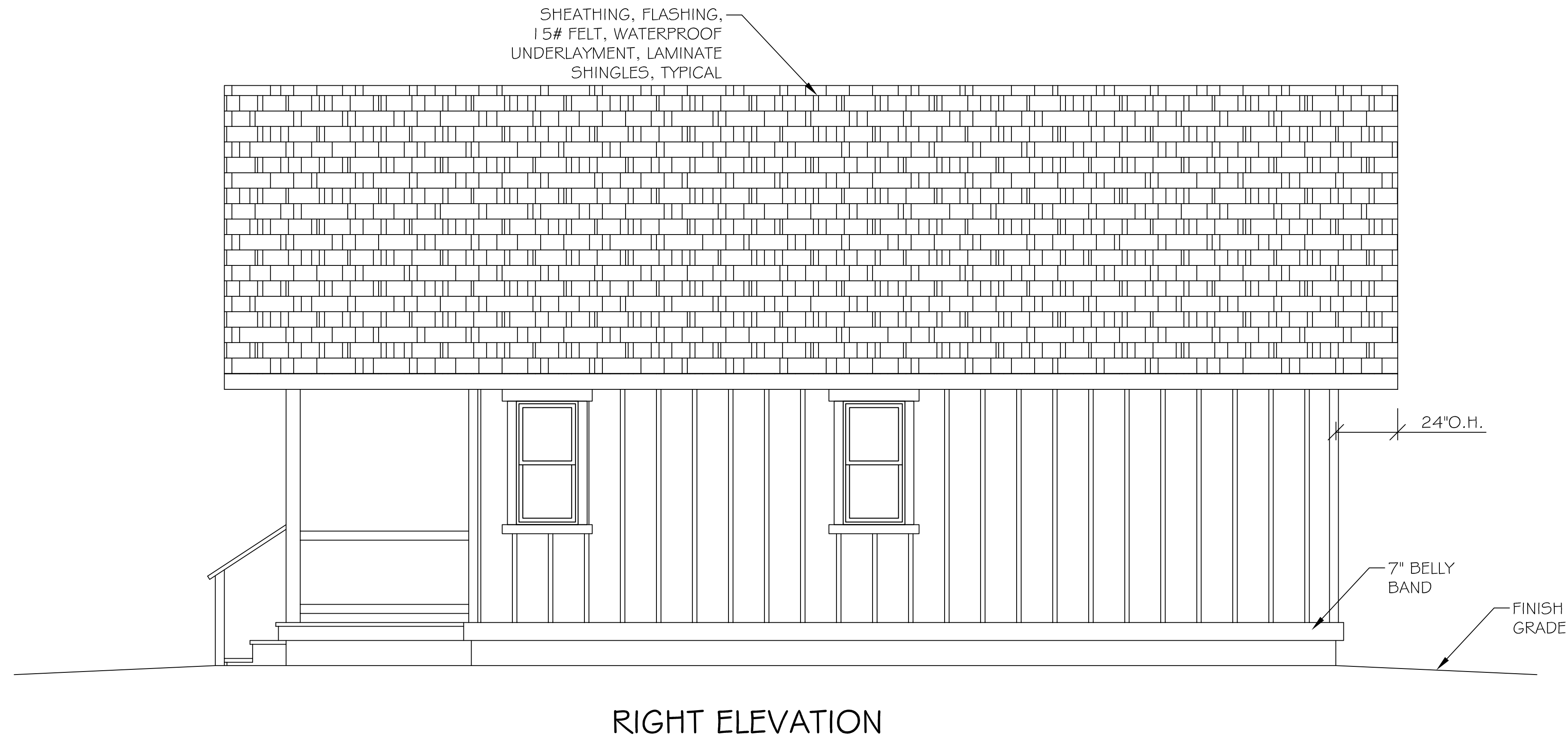
PLAN D-2

DOUG MACFARLANE
ARCHITECT- LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

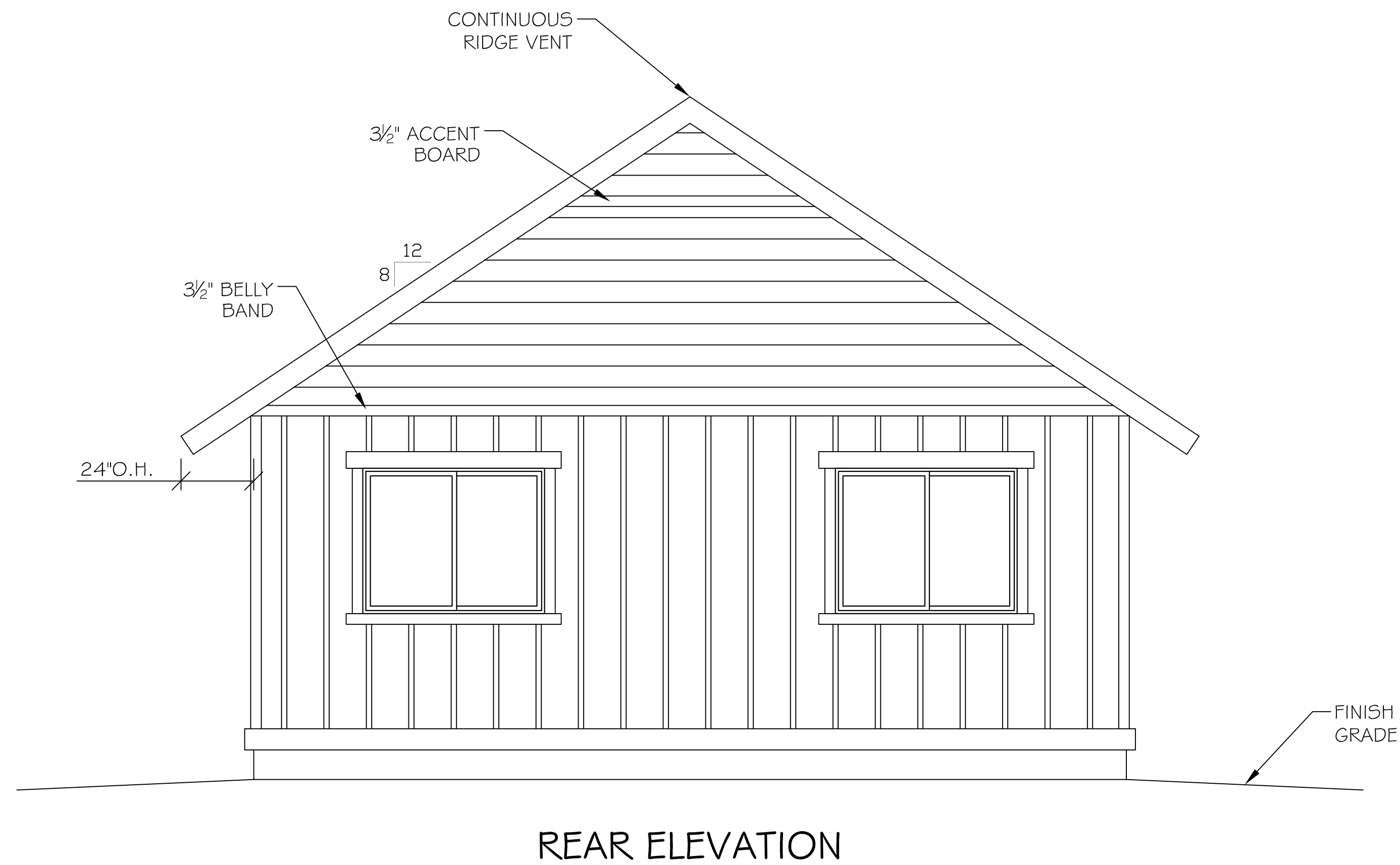
JOB: V.P.C. (D-2)
DATE: 1/18/2018
SCALE: 3/8"=1'-0"
SHEET:

A-2

PROGRESS SET- NOT FOR CONSTRUCTION



RIGHT ELEVATION



REAR ELEVATION

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

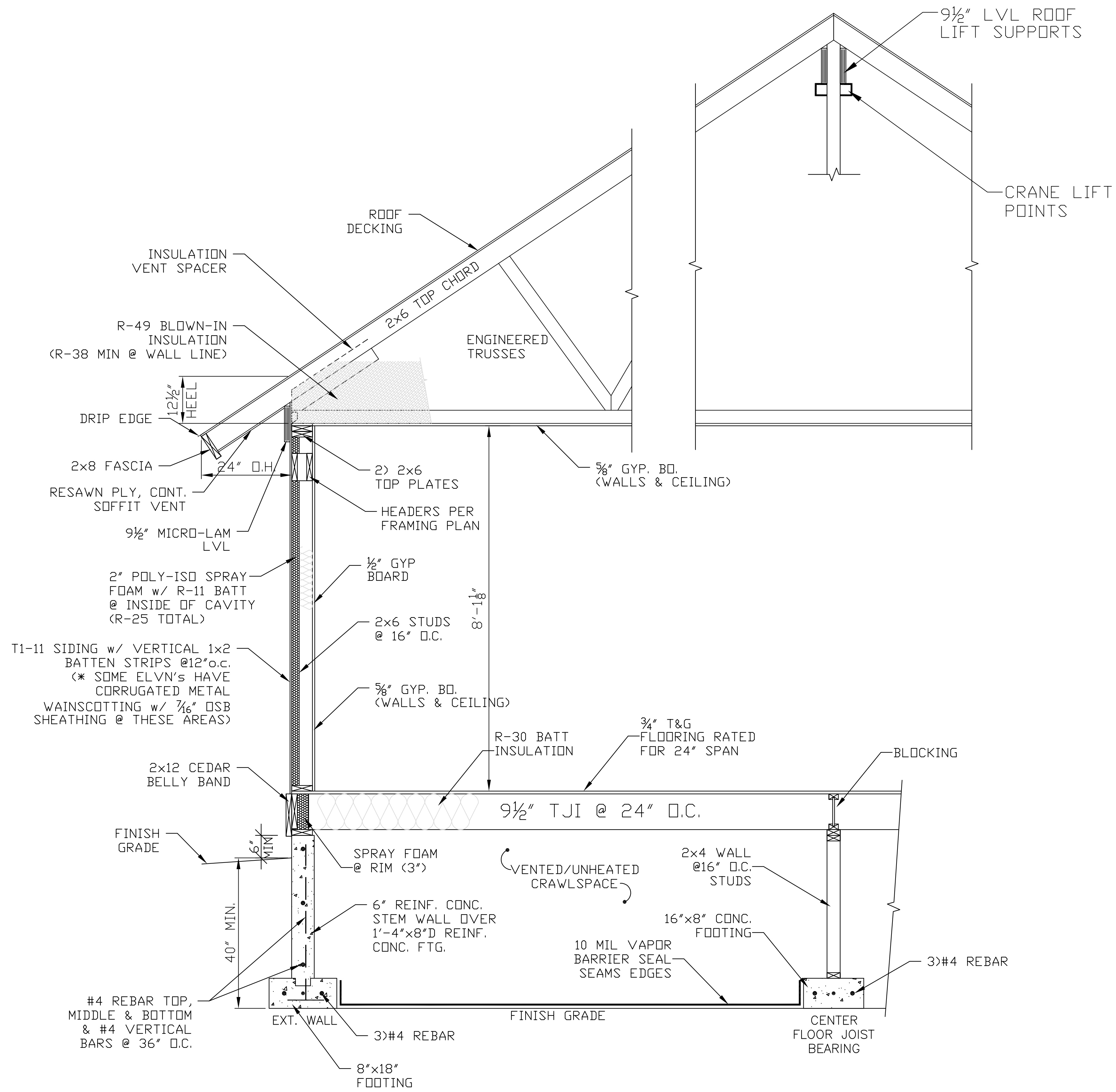
PLAN D-2

DOUG MACFARLANE
ARCHITECT- LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

JOB: V.P.C. (D-2)
DATE: 1/18/2018
SCALE: 3/8"=1'-0"
SHEET:

A-3

PROGRESS SET- NOT FOR CONSTRUCTION



1 CROSS SECTION
 SCALE: 3/4"=1'-0" CRAWLSPACE

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

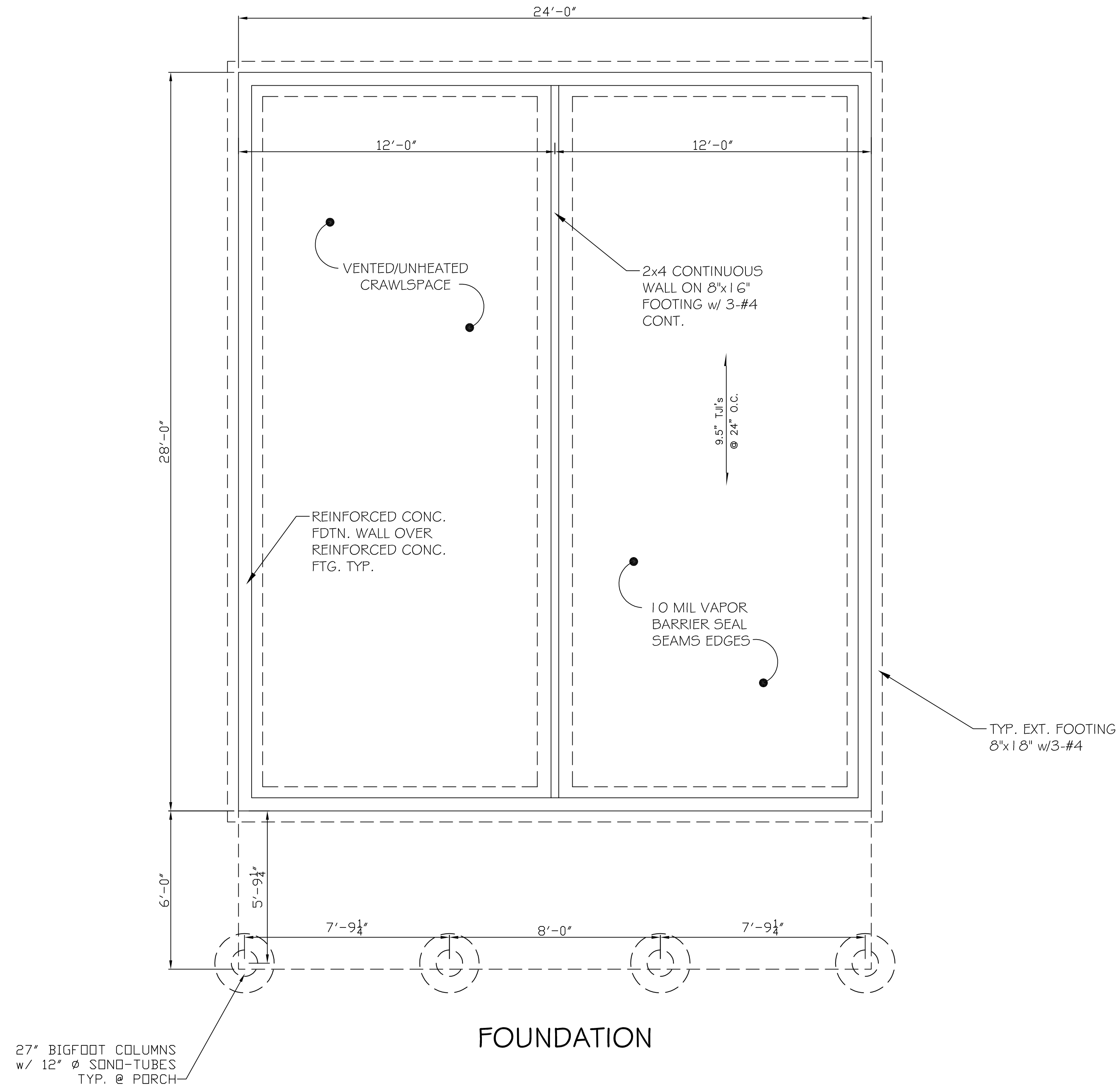
PLAN D-2

DOUG MACFARLANE
 ARCHITECT- LLC
 653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

JOB: V.P.C. (D-2)
 DATE: 1/27/2018
 SCALE: 3/4"=1'-0"
 SHEET:

A-4

PROGRESS SET- NOT FOR CONSTRUCTION



REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

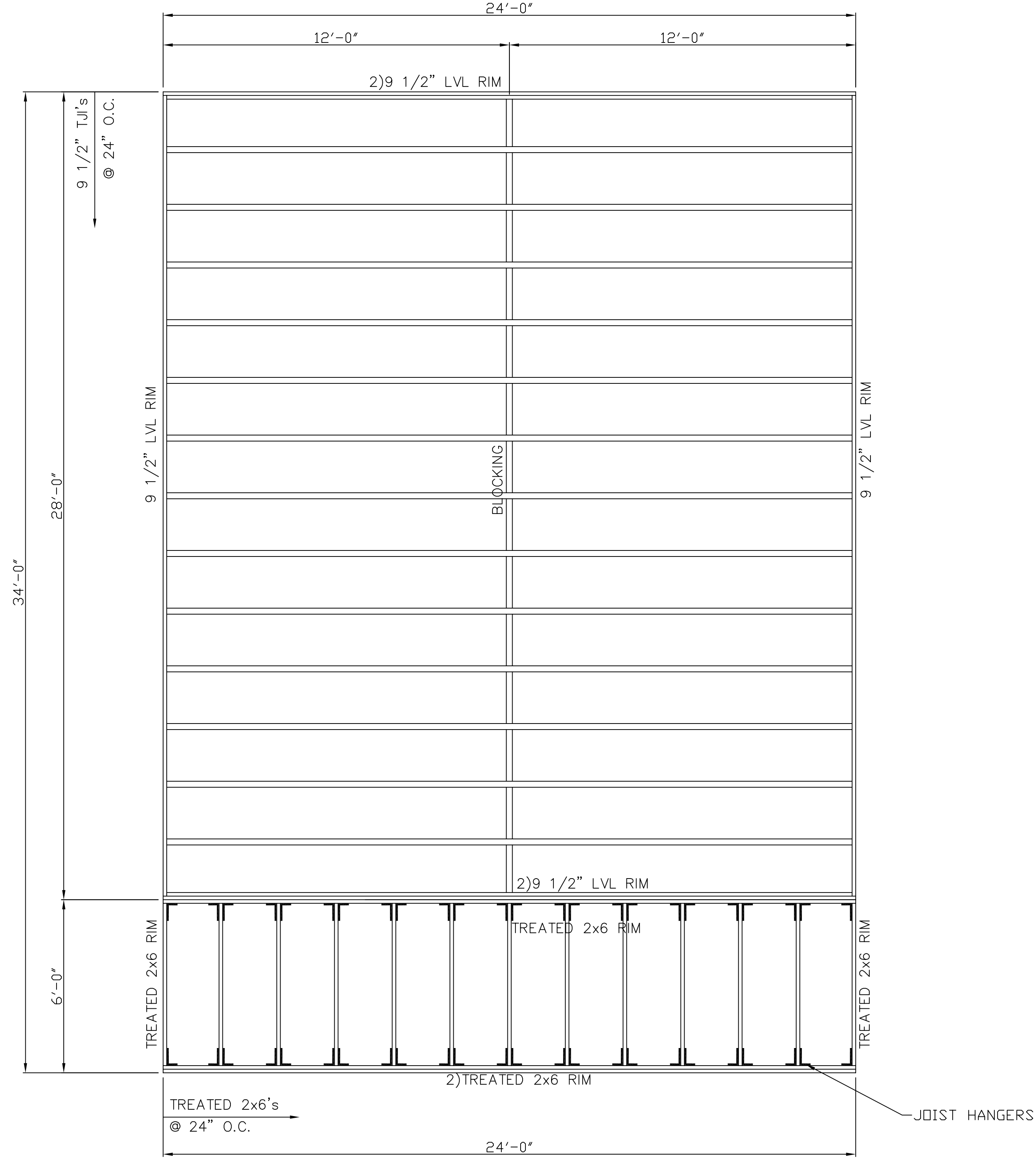
PLAN D-2

DOUG MACFARLANE
ARCHITECT- LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

PROGRESS SET- NOT FOR CONSTRUCTION

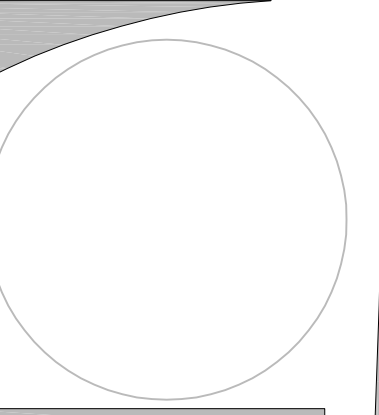
JOB: V.P.C. (D-2)
DATE: 1/27/2018
SCALE: 3/8"=1'-0"
SHEET:

S-1



FLOOR FRAMING

PROGRESS SET— NOT FOR CONSTRUCTION



REVISIONS
PRELIM PLAT:

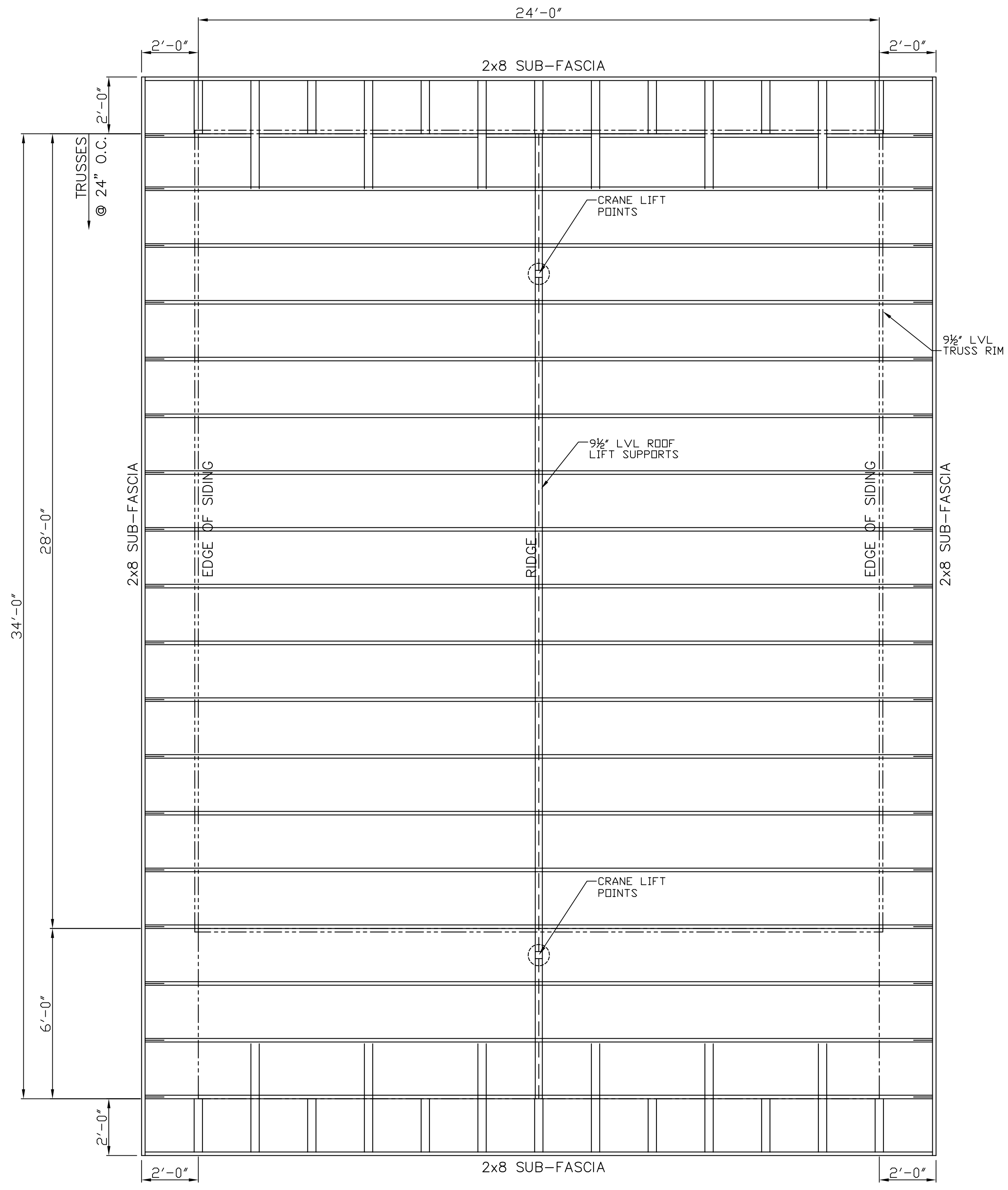
VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

PLAN D-2

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

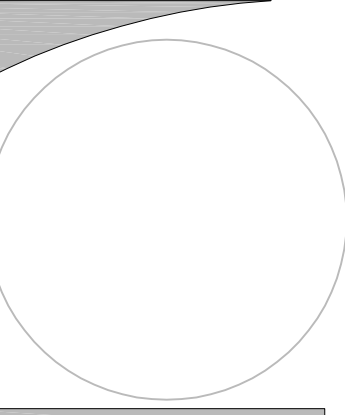
JOB: V.P.C. (D-2)
DATE: 1/27/2018
SCALE: 3/8"=1'-0"
SHEET:

S-2



ROOF FRAMING

PROGRESS SET- NOT FOR CONSTRUCTION



REVISIONS
PRELIM PLAT:

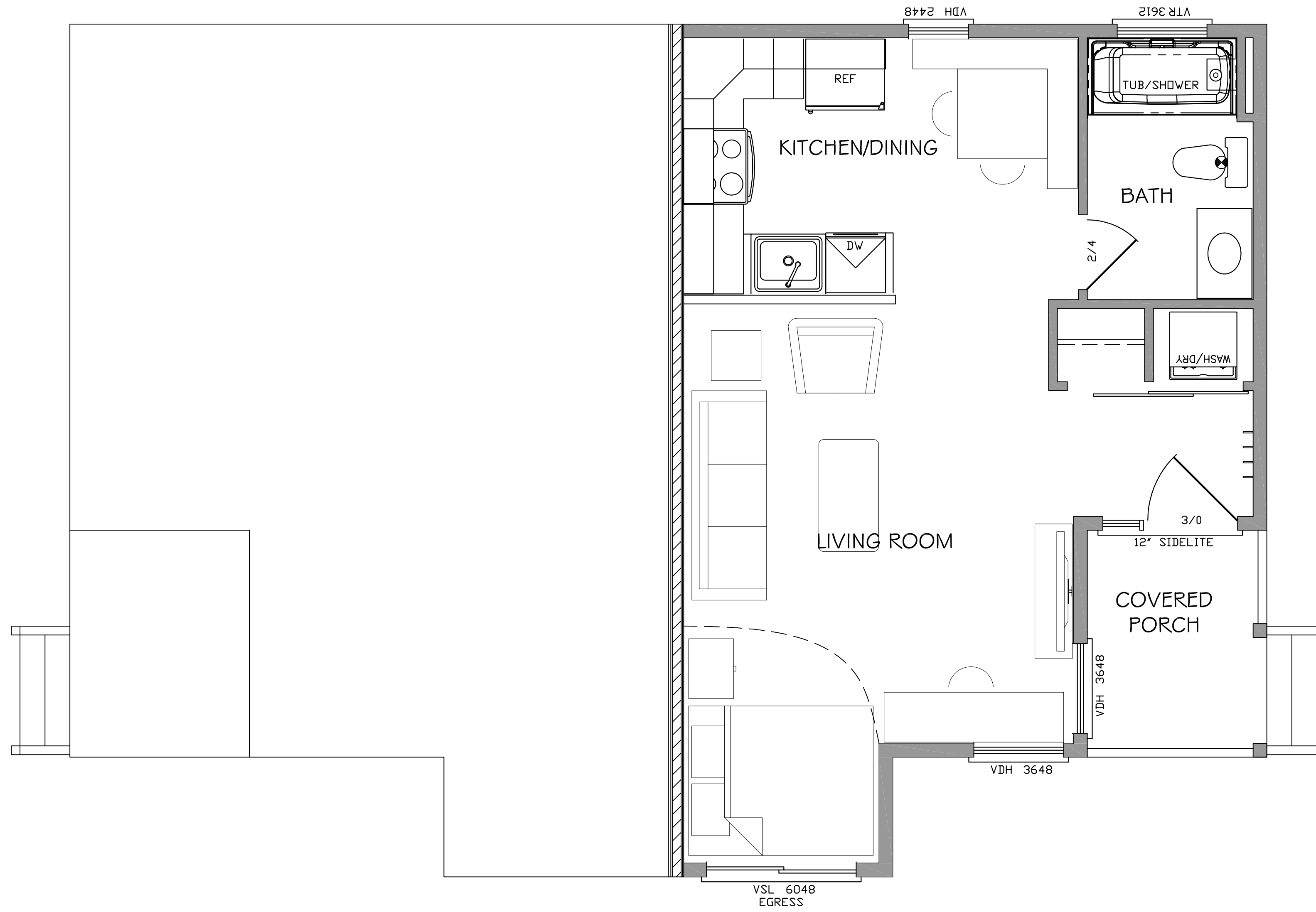
VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

PLAN D-2

DOUG MACFARLANE
ARCHITECT- LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

JOB: V.P.C. (D-2)
DATE: 1/27/2018
SCALE: 3/8"=1'-0"
SHEET:

S-3



"Vista Park Commons"

PLAN "E"
 Duplex / Studio Unit
 475 sq. ft. per Studio



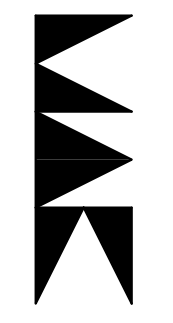
REVISIONS
 PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

PLAN E

PROGRESS SET— NOT FOR CONSTRUCTION

DOUG MACFARLANE
 ARCHITECT— LLC

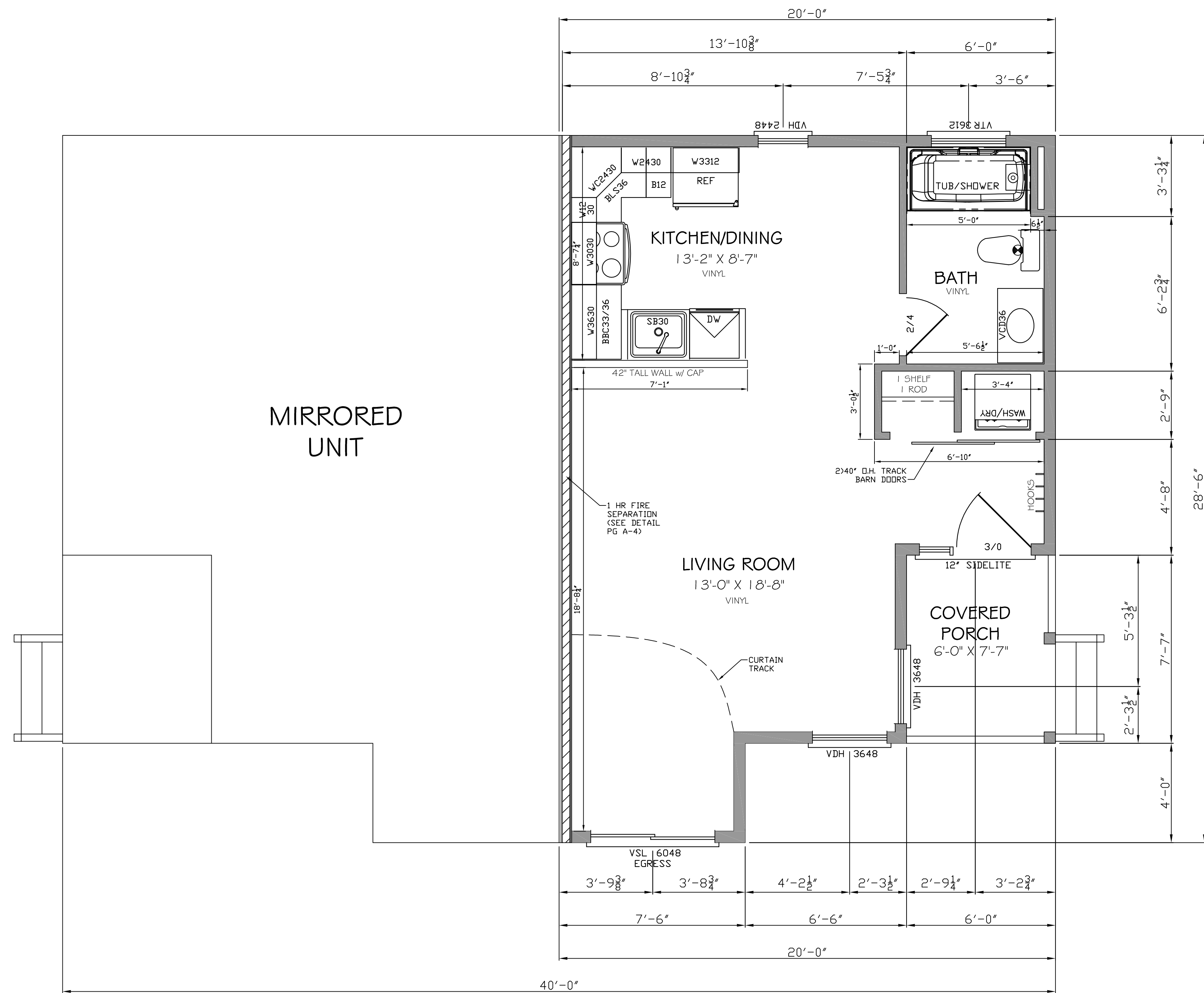


653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

JOB: V.P.C. (E)
 DATE: 1/19/2018
 SCALE: 3/8"=1'-0"
 SHEET:

CP

PLAN "E"



FLOOR PLAN
 475 SQ. FT. (EACH UNIT)
 950 SQ. FT. TOTAL

GENERAL NOTES:

- EXTERIOR WALLS: 2x6 @ 24" O.C. - LINE UP WITH TRUSSES
- INTERIOR WALLS: 2x4 @ 24" O.C.
- VINYL WINDOWS
- TRUSSES: 1 2 1/2" @ HEEL, R-49 BLOWN-IN FIBERGLASS INSULATION
- FURNACE & WATER HEATER IN ATTIC
- ROOF VENTING: CONT. SOFFIT VENTS & RIDGE VENTS
- CRAWLSPACE VENTS: 8"x16" w/ METAL GRILLS
- WATERPROOFING @ STEM WALLS: ROLL ON BLACK DAMP-PROOFING

REVISIONS
 PRELIM PLAT:

VISTA PARK COMMONS
 RIDGWAY LAND COMPANY SUBDIVISION
 LOTS 30-34

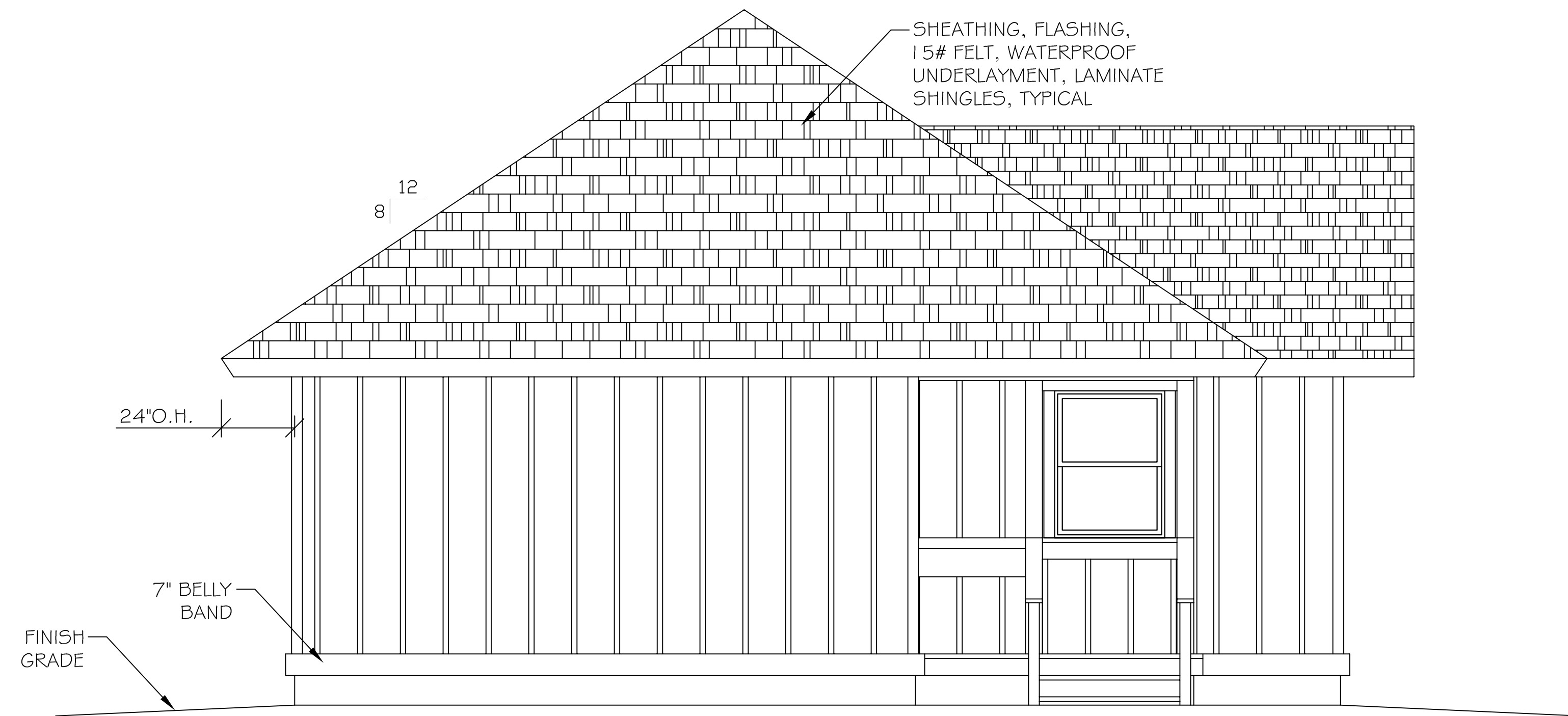
PLAN E

DOUG MACFARLANE
 ARCHITECT- LLC
 653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

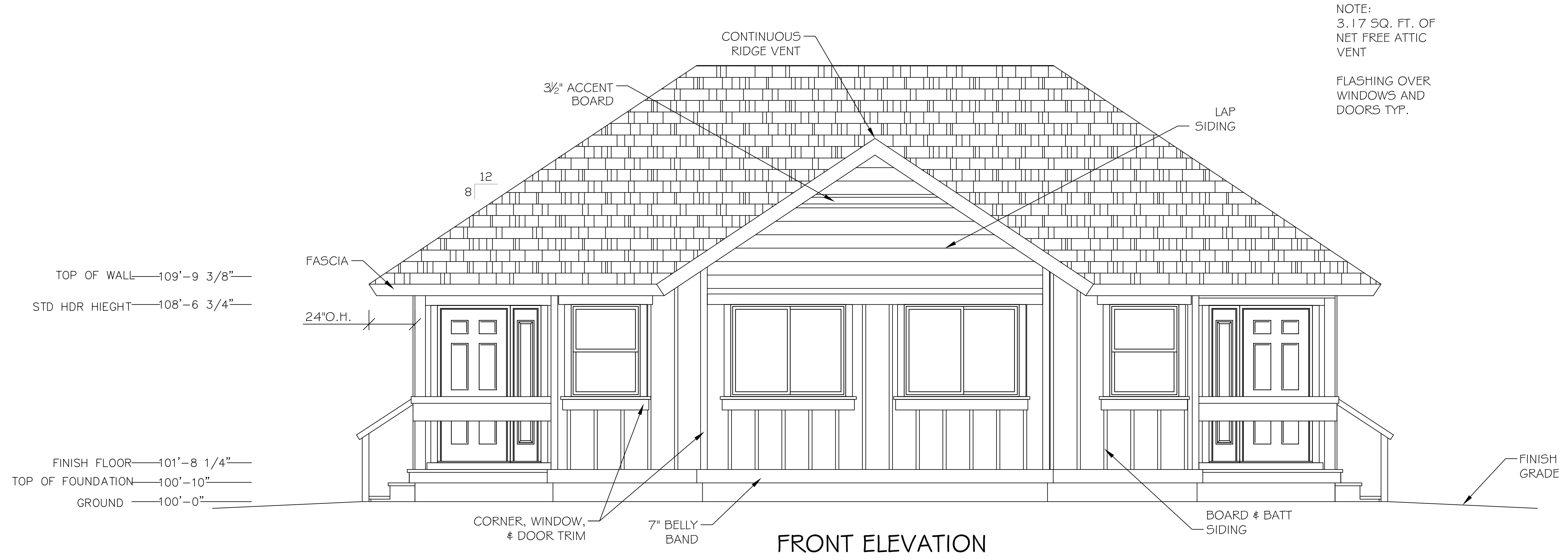
PROGRESS SET- NOT FOR CONSTRUCTION

JOB: V.P.C. (E)
 DATE: 1/19/2018
 SCALE: 3/8"=1'-0"
 SHEET:

A-1



LEFT ELEVATION



FRONT ELEVATION

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

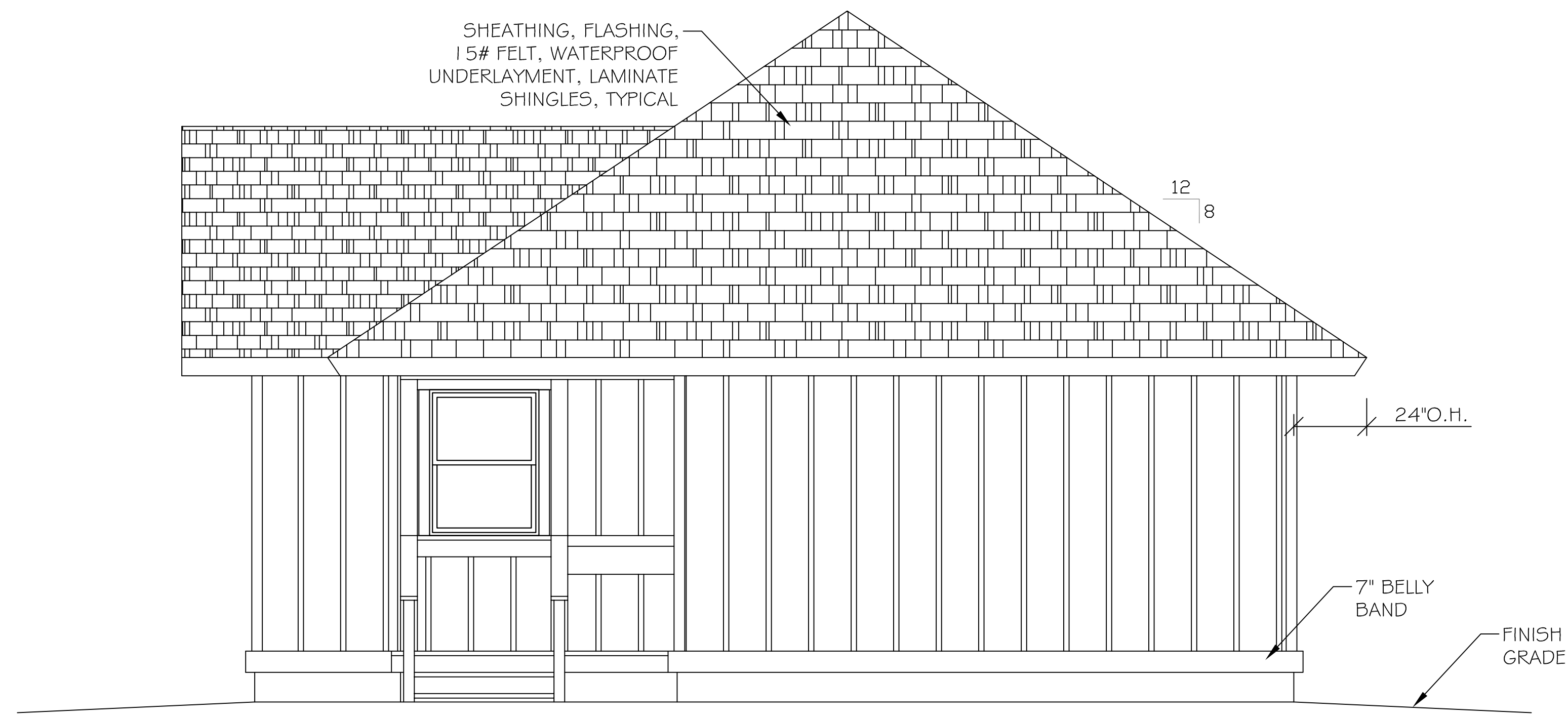
PLAN E

DOUG MACFARLANE
ARCHITECT- LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

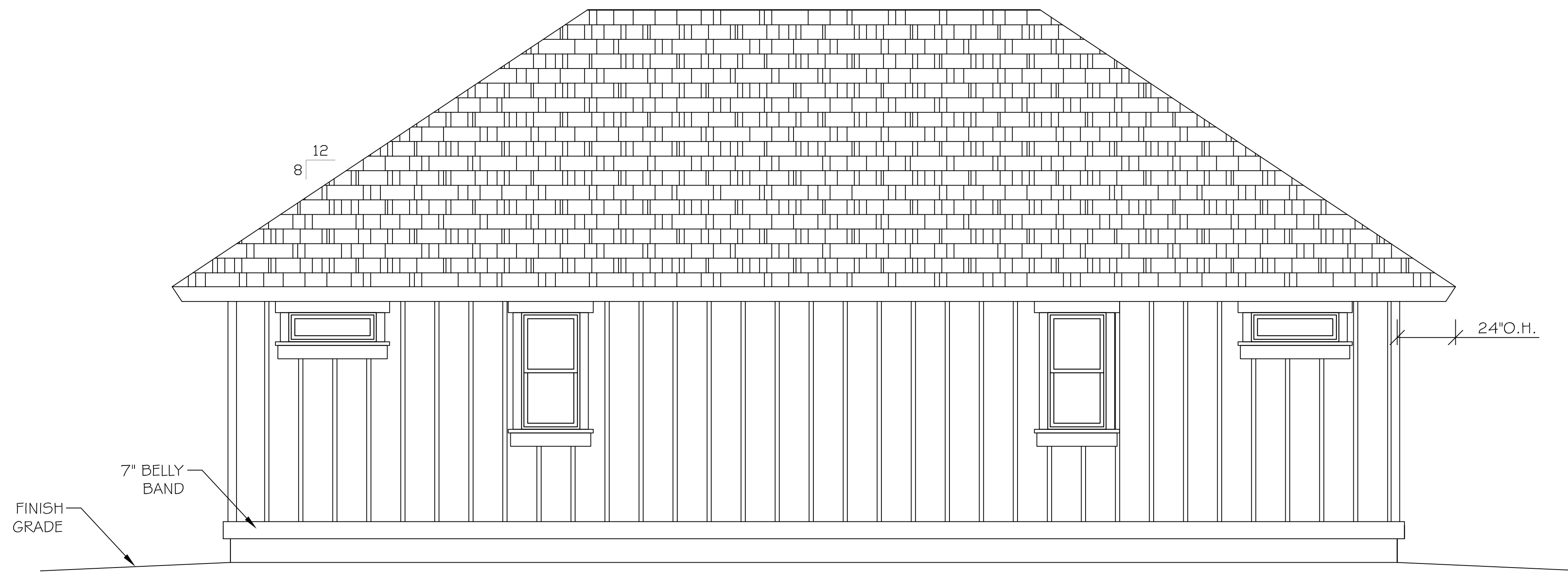
JOB: V.P.C. (E)
DATE: 1/19/2018
SCALE: 3/8"=1'-0"
SHEET:

A-2

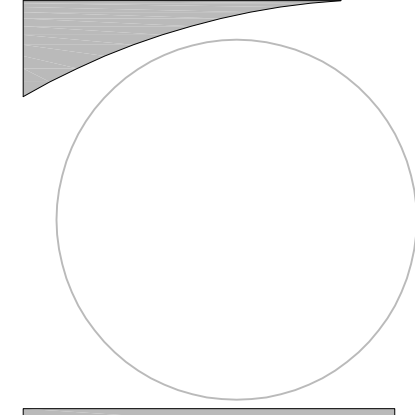
PROGRESS SET- NOT FOR CONSTRUCTION



RIGHT ELEVATION



REAR ELEVATION



REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

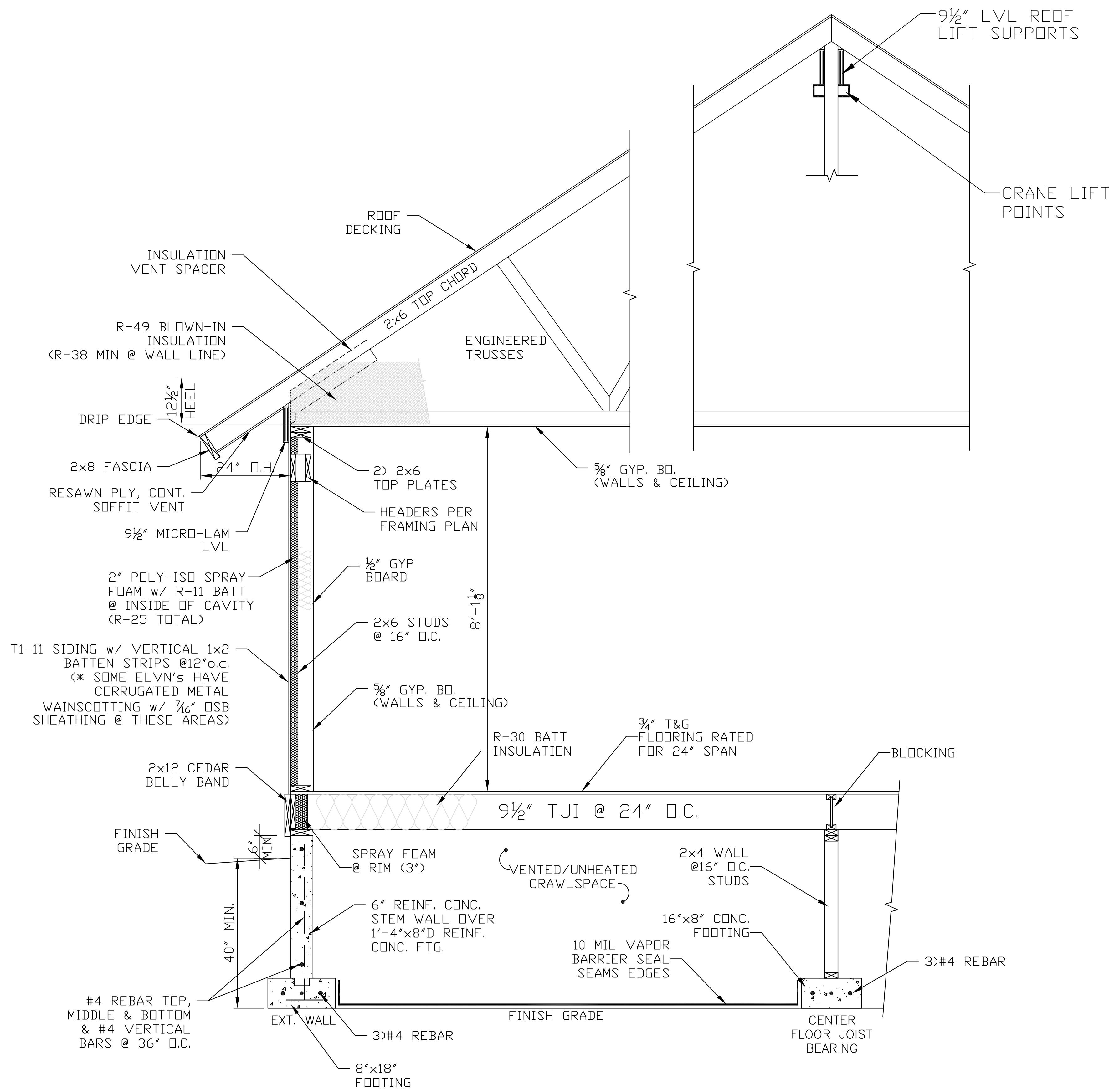
PLAN E

DOUG MACFARLANE
ARCHITECT - LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

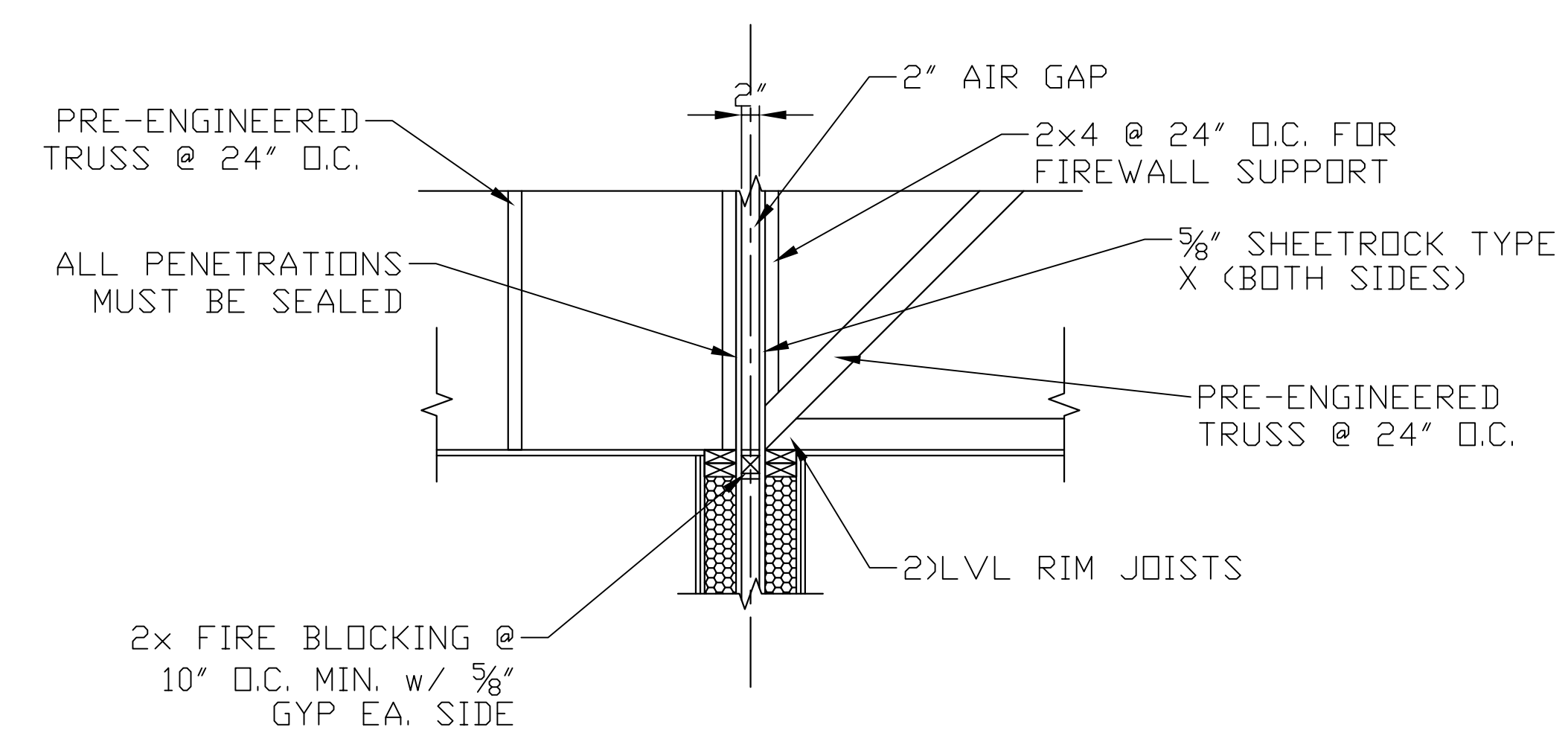
JOB: V.P.C. (E)
DATE: 1/19/2018
SCALE: 3/8"=1'-0"
SHEET:

A-3

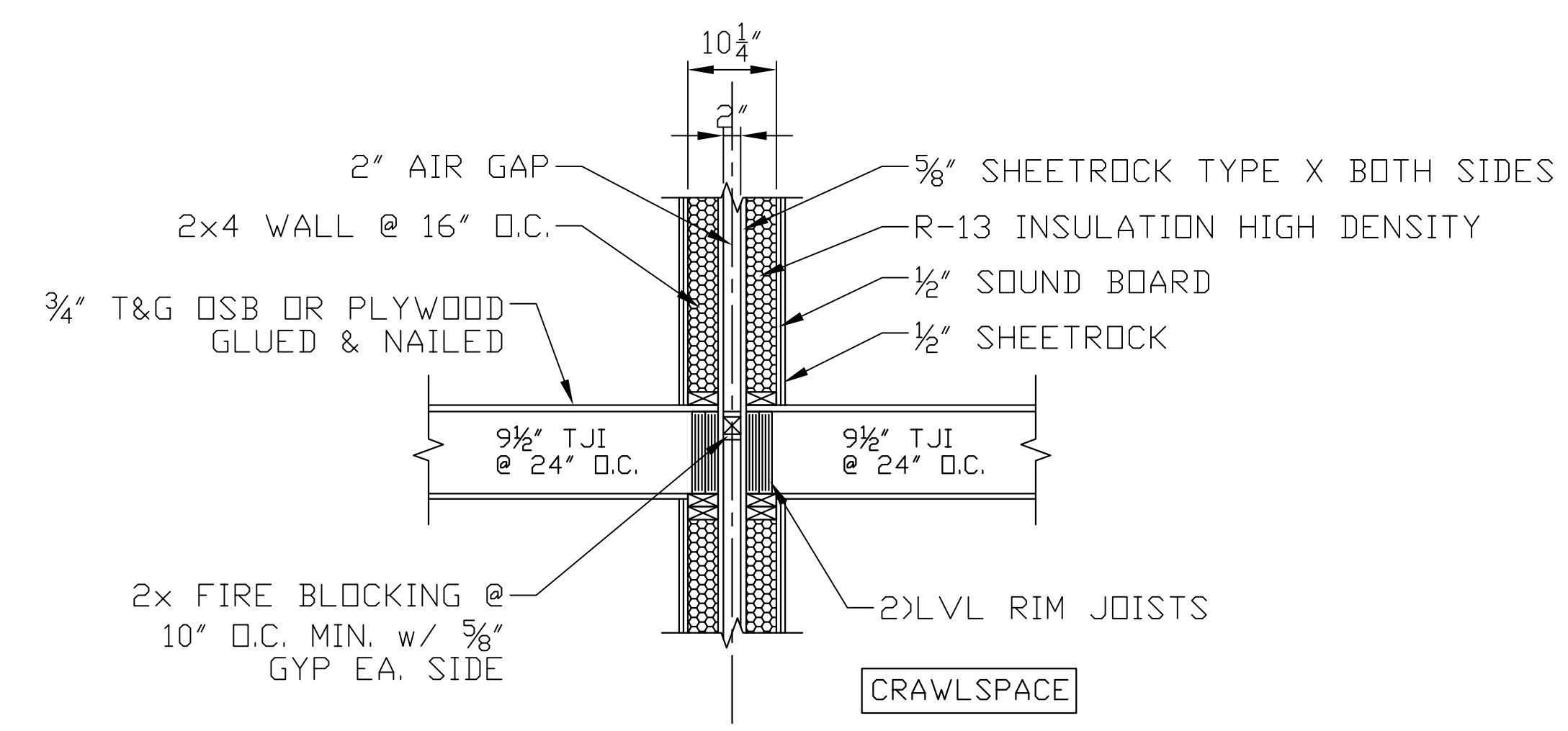
PROGRESS SET - NOT FOR CONSTRUCTION



1 CROSS SECTION
SCALE: 3/4"=1'-0" CRAWLSPACE



DUPLEX @ ROOF
3 PARTY WALL CONSTRUCTION
SCALE: 3/4"=1'-0"



DUPLEX @ FLOOR
2 PARTY WALL CONSTRUCTION
SCALE: 3/4"=1'-0"

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

PLAN E

DOUG MACFARLANE
ARCHITECT-LLC

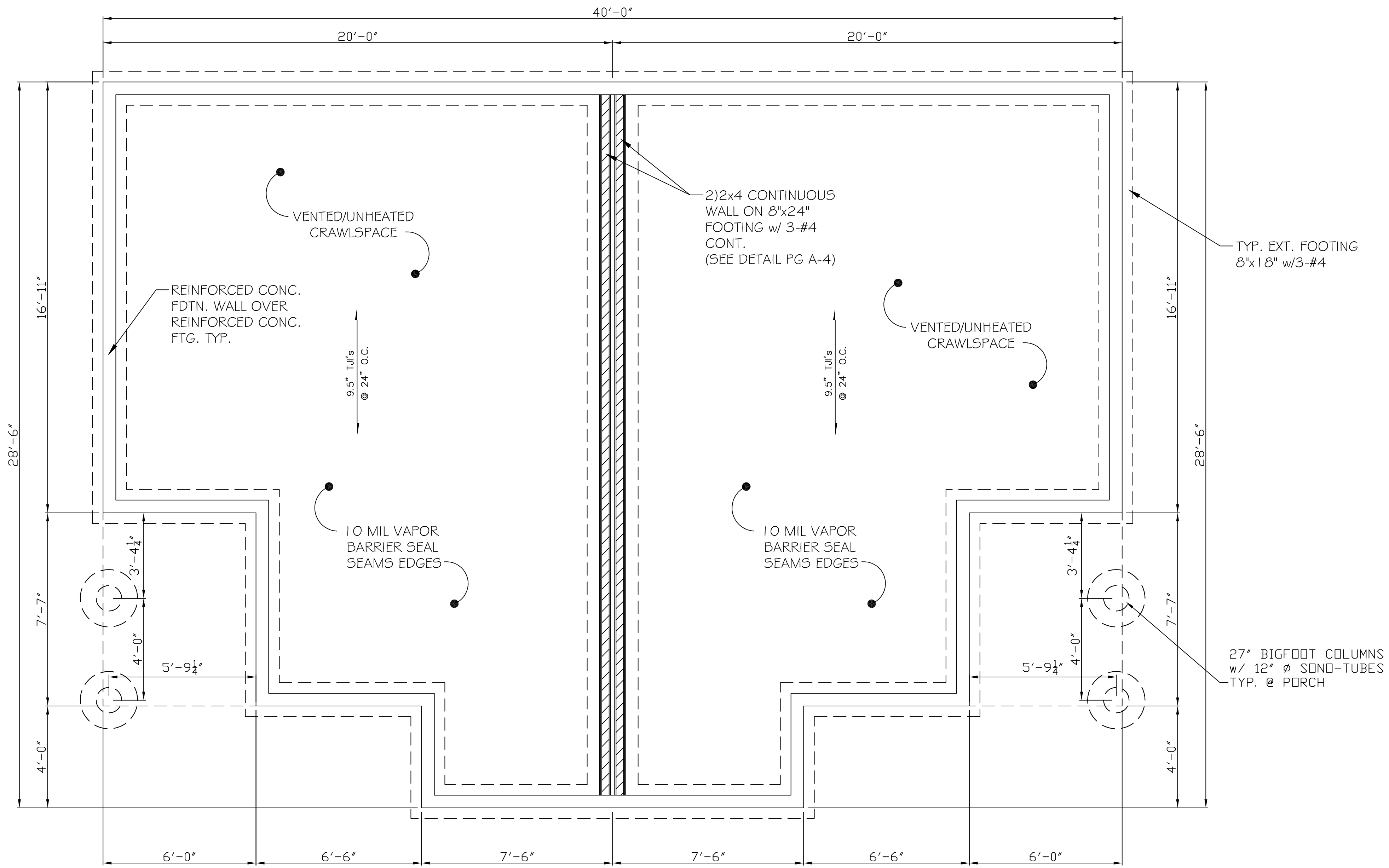
653 N. CORA, SUITE 201, RIDGWAY, CO.

(970)-626-3308

PROGRESS SET- NOT FOR CONSTRUCTION

JOB: V.P.C. (E)
DATE: 1/27/2018
SCALE: 3/4"=1'-0"
SHEET:

A-4



FOUNDATION

PROGRESS SET— NOT FOR CONSTRUCTION

REVISIONS
PRELIM PLAT:

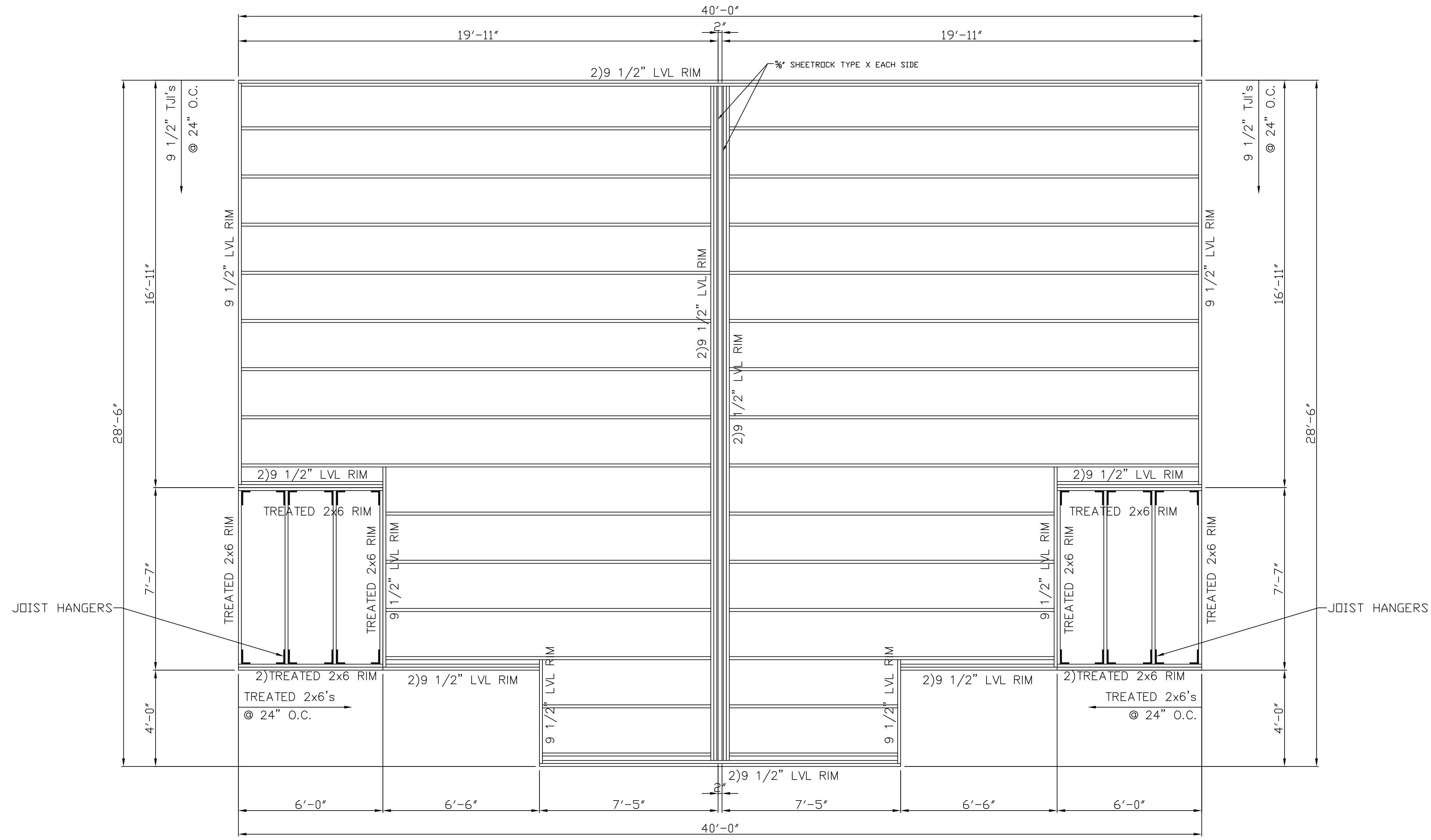
VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

DOUG MACFARLANE
ARCHITECT— LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

JOB: V.P.C. (E)
DATE: 1/27/2018
SCALE: 3/8"=1'-0"
SHEET:

S-1

PLAN E



FLOOR FRAMING

REVISIONS
PRELIM PLAT:

VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

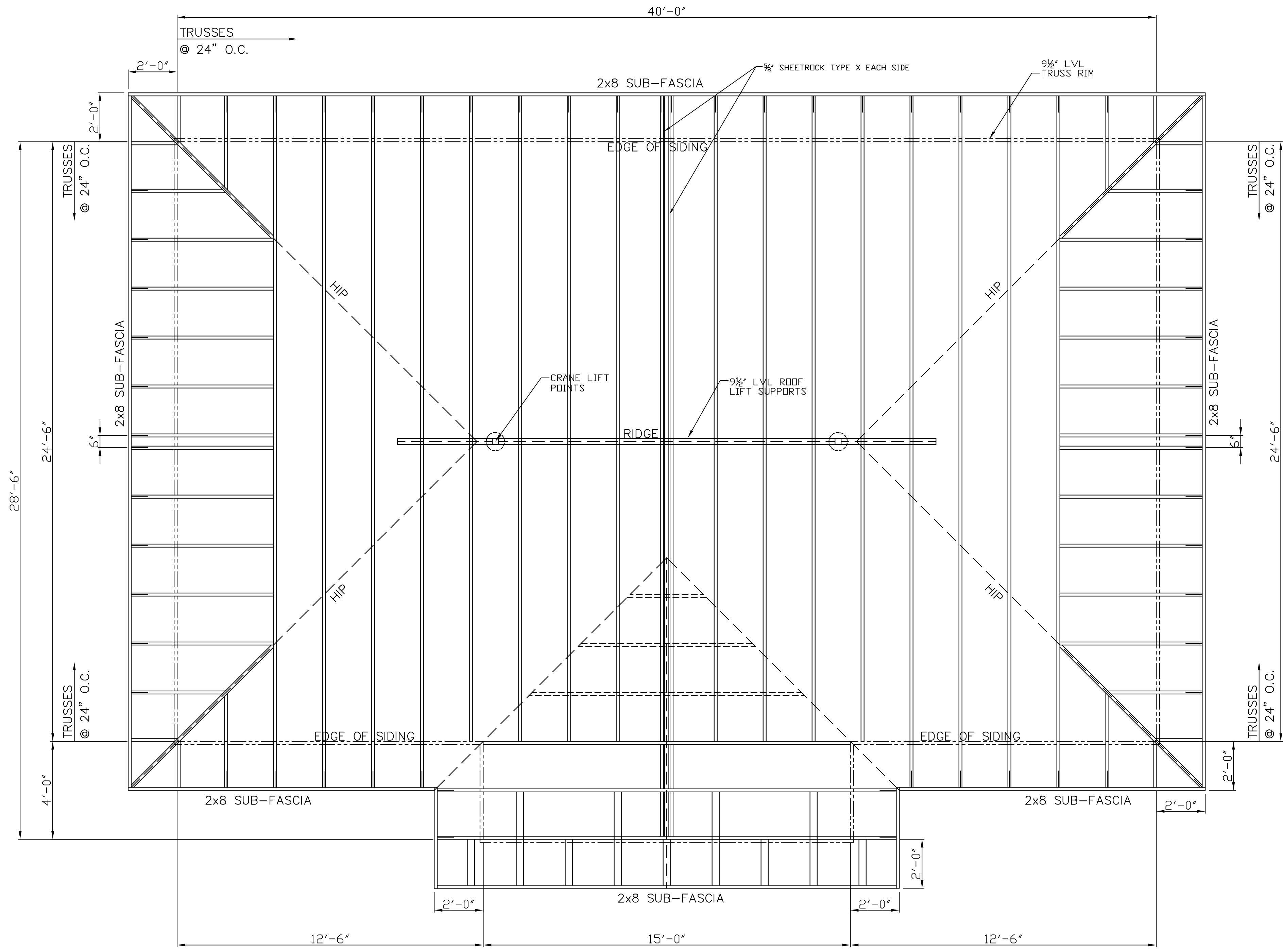
PLAN E

PROGRESS SET- NOT FOR CONSTRUCTION

DOUG MACFARLANE
ARCHITECT- LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

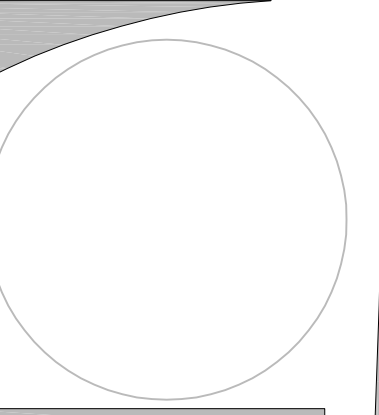
JOB: V.P.C. (E)
DATE: 1/27/2018
SCALE: 3/8"=1'-0"
SHEET:

S-2



ROOF FRAMING

PROGRESS SET- NOT FOR CONSTRUCTION



REVISIONS
PRELIM PLAT:

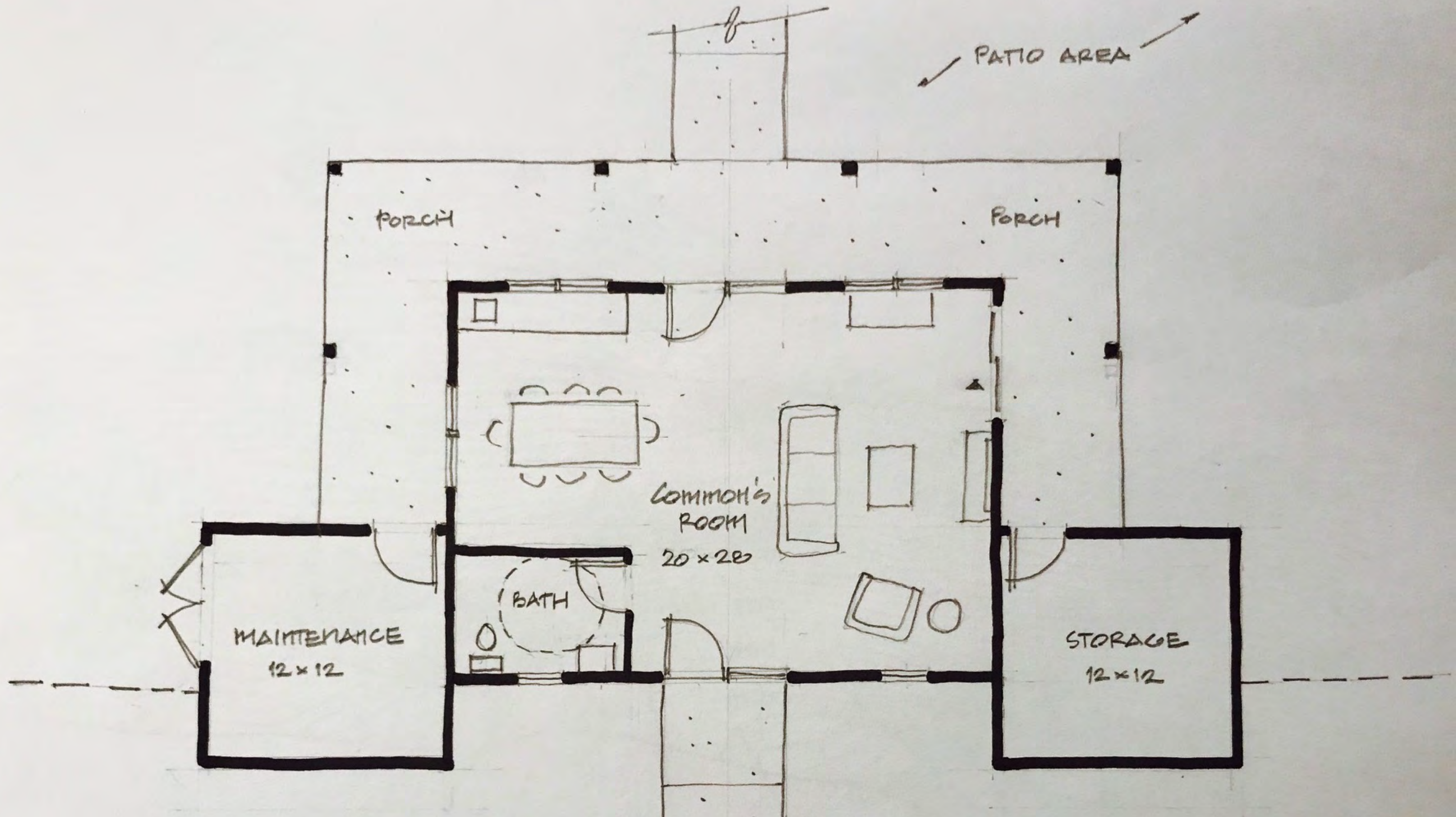
VISTA PARK COMMONS
RIDGWAY LAND COMPANY SUBDIVISION
LOTS 30-34

DOUG MACFARLANE
ARCHITECT-LLC
653 N. CORA, SUITE 201, RIDGWAY, CO. (970)-626-3308

JOB: V.P.C. (E)
DATE: 1/27/2018
SCALE: 3/8"=1'-0"
SHEET:

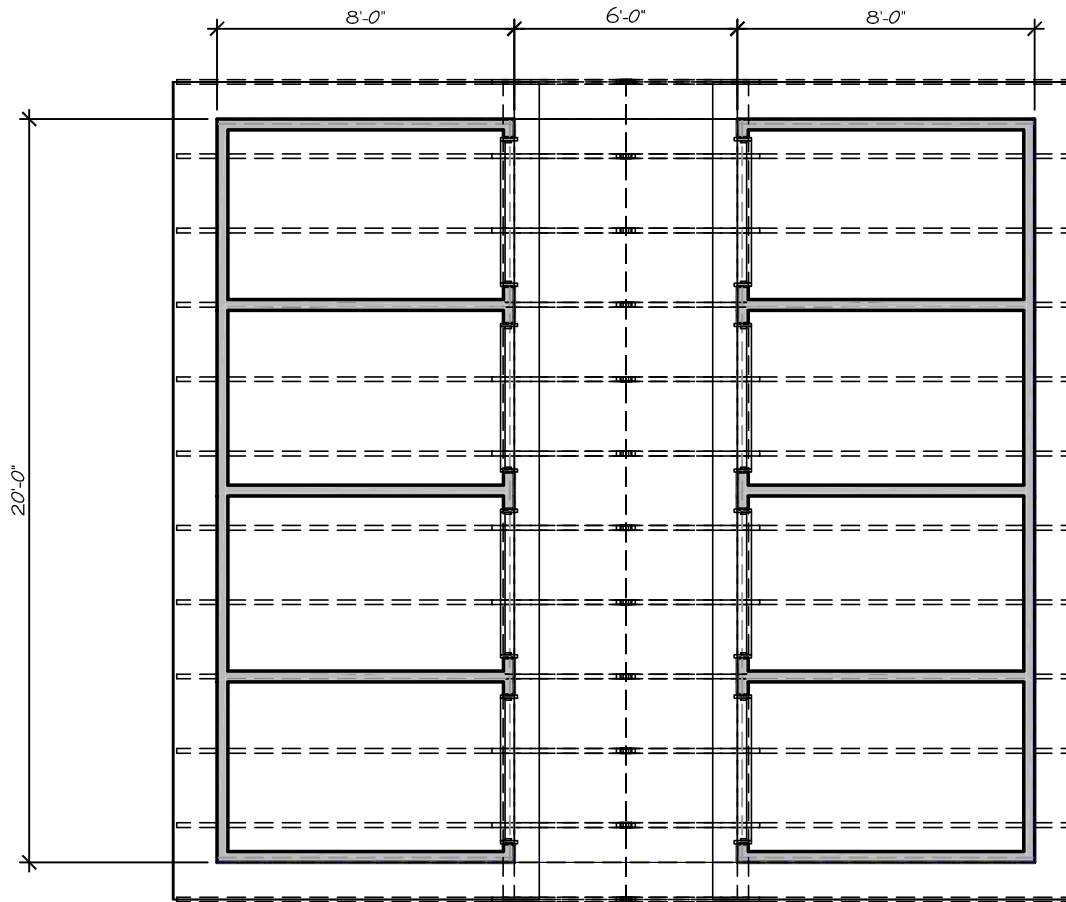
S-3

PLAN E



VISTA PARK COMMONS
COMMON'S BUILDING
1/8" = 1'-0"

2/29/18



STORAGE CONTAINER STRUCTURE VISTA PARK COMMONS

Containers (8ft x 20ft) will be painted, probably different colors at each set, and will have 2x6 exposed, stained roof framing, with rusted metal roofing over containers, and clear corrugated panels at center ridge over 6ft concrete walkways between containers. The area above the containers will be screened in with a dark or rusted metal mesh to keep birds out. Concept rendered views are attached to show overall look.









From: Guthrie
To: [Shay Coburn](#)
Cc: [Joseph Nelson](#); [Doug Macfarlane](#)
Subject: Fw: Re-locating the Moody Ditch, Corps regulations
Date: Tuesday, February 20, 2018 12:00:54 PM
Attachments: [Exempt-Irrigation.pdf](#)

Shay,

After further research, Ben went in a different direction from where things stood when we met on Friday. It's all good. Previously he was not aware of the Ouray County GIS Google Earth overlay, so I made him aware of it, and once he got it and was able to clearly visualize, he saw that this is no big deal and he deemed it to be exempt. I hope that this letter from him will suffice for our project.

Best regards,
Guthrie

----- Forwarded Message -----

From: "Wilson, Benjamin R CIV USARMY CESP (US)" <Benjamin.R.Wilson@usace.army.mil>
To: "mountainlover101@yahoo.com" <mountainlover101@yahoo.com>
Sent: Tuesday, February 20, 2018 11:37 AM
Subject: Re-locating the Moody Ditch, Corps regulations

Mr. Castle,

The Corps regulates the placement of fill material into waters of the U.S. (rivers, streams, wetlands, etc.) Typically, ditches that return flows to a natural river are considered a tributary and thus are regulated by the Corps. However, there are several exemptions to the Corps' regulations. One such exemption involves the construction of irrigation ditches (attached). Based on our discussions, you are planning on re-locating a portion of the Moody Ditch to accommodate the approved land use plan. Re-locating an irrigation ditch is considered construction of a new irrigation ditch and therefore is exempt from Corps regulations.

Please let me know if further clarification is needed.

Thank you,

Ben Wilson
Project Manager, Colorado West Regulatory Section
U.S. Army Corps of Engineers
400 Rood Avenue, Room 224
Grand Junction, Colorado 81501
PH: (970) 243-1199, #1012
FAX: (970) 241-2358
Benjamin.R.Wilson@usace.army.mil

Let us know how we're doing. Please complete the survey at:
http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey



US Army Corps of Engineers

Irrigation Exemption Summary

Sacramento District
1325 J Street
Sacramento, CA 95814-2922

FARM OR STOCK POND OR IRRIGATION DITCH CONSTRUCTION OR MAINTENANCE

Pursuant to Section 404 of the Clean Water Act (33 USC 1344) and Federal Regulations (33 CFR 323.4(a)(3)), certain discharges for the construction or maintenance of farm or stock ponds or irrigation ditches have been exempted from requiring a Section 404 permit. Included in the exemption are the construction or maintenance of farm or stock ponds or irrigation ditches, or the maintenance (but not the construction) of drainage ditches. Discharges associated with siphons, pumps, headgates, wingwalls, weirs, diversion structures, and such other facilities as are appurtenant and functionally related to irrigation ditches are included in this exemption.

A Section 404 permit is required if either of the following occurs:

- (1) Any discharge of dredged or fill material resulting from the above activities which contains any toxic pollutant listed under Section 307 of the Clean Water Act shall be subject to any applicable toxic effluent standard or prohibition, and shall require a permit.
- (2) Any discharge of dredged or fill material into waters of the United States incidental to the above activities must have a permit if it is part of an activity whose purpose is to convert an area of the waters of the United States into a use to which it was not previously subject, where the flow or circulation of waters of the United States may be impaired or the reach of such waters reduced. Where the proposed discharge will result in significant discernible alterations to flow or circulation, the presumption is that flow or circulation may be impaired by such alteration. For example, a permit will be required for the conversion of a wetland from silvicultural to agricultural use when there is a discharge of dredged or fill material into waters of the United States in conjunction with construction of dikes, drainage ditches, or other works or structures used to effect such conversion. A discharge which elevates the bottom of waters of the United States without converting it to dry land does not thereby reduce the reach of, but may alter the flow or circulation of, waters of the United States.

If the proposed discharge satisfies all of the above restrictions, it is automatically exempted and no further permit action from the Corps of Engineers is required. If any of the restrictions of this exemption will not be complied with, a permit is required and should be requested using ENG Form 4345 (Application for a Department of the Army permit). A nationwide permit authorized by the Clean Water Act may be available for the proposed work. State or local approval of the work may also be required.

For general information on the Corps' Regulatory Program please check our web site at www.spk.army.mil/regulatory. For additional information or for a written determination regarding a specific project, please contact the Corps at the following addresses:

Sacramento Main Office-1325 J Street, Room 1480, Sacramento, CA 95814	(916) 557-5250
Redding Field Office-310 Hemsted, Suite 310, Redding, CA 96002	(530) 223-9534
Reno Field Office-300 Booth Street, Room 3050, Reno, NV 89509	(775) 784-5304
Bountiful Field Office- 533 West 2600 South, Suite 150, Bountiful, UT 84010	(801) 295-8380
Grand Junction Field Office- 400 Rood Ave., Room 224, Grand Junction, CO 81501	(970) 243-1199
Durango Field Office-1970 East 3rd Avenue, Suite 109, Durango, CO 81301	(970) 259-1764
St. George Field Office- 196 East Tabernacle St., Suite 30, St. George, UT 84770	(435) 986-3979



COLORADO

Department of Transportation

Region 5

Traffic & Safety
3803 N. Main Avenue, Suite 100
Durango, CO 81301

May 1, 2018

Town of Ridgway
ATTN: Shay Coburn
P.O. Box 10
Ridgway, Colorado 81432

RE: State Highway Access Permit No. 518006, Located on State Highway 550B, Milepost 103.66 Right, in Ouray County

Dear Permittee or Applicant:

Enclosed is your Notice to Proceed (NTP) for the above stated access. As stated in the Notice to Proceed, no access improvement or construction is required under this permit. You are therefore authorized to begin the permitted use of the access.

If you have any questions or need more information, please contact me at the office listed above.

Respectfully,

Jo Heinlein
Access Manager

Cc: File
Town of Ridgway Planning
Maintenance
Staff Traffic



COLORADO DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ACCESS CODE

NOTICE TO PROCEED

CDOT Permit No.

518006

State Highway/Mile Post/Side

550B / 103.66/Right

Local Jurisdiction

Ridgway

Permittee(s):

Town of Ridgway
P.O. Box 10
Ridgway, Colorado 81432
(970) 626-5308

Applicant:

Ridgway Land Company
102 Village Square West
Ridgway, Colorado 81432
(970) 626-2800

The permittee is hereby authorized to proceed with access construction within state highway right-of-way in accordance with the above referenced State Highway Access Permit and this Notice to Proceed.

This Notice to Proceed is valid only if the referenced Access Permit has not expired. Access Permits expire one year from date of issue if not under construction, or completed. Access Permits may be extended in accordance with Section 2.3(11)(d), of the Access Code.

Adequate advance warning is required at all times during access construction, in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permittee or applicant shall notify the Department prior to commencing construction as indicated on the Access Permit.

Both the Access Permit and this Notice To Proceed shall be available for review at the construction site.

This Notice to Proceed is conditional. The following items shall be addressed prior to or during construction as appropriate.

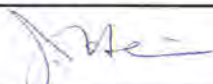
It is acknowledged that the existing access is sufficient for the land uses described herein, and no new construction will be required.

Municipality or County Approval (When the appropriate local authority retains issuing authority)

By (X)N/A	Title	Date
--------------	-------	------

This Notice is not valid until signed by a duly authorized representative of the Department

Colorado Department of Transportation

By (X) 	Title Access Manager	Date 5/1/18
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Copy distribution: Required: Region (original) Applicant Staff Access Section
Make copies as necessary for: Local Authority MTCE Patrol Inspector Traffic Engineer

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT			CDOT Permit No. 518006
			State Highway No / Mp / Side 550B / 103.66 / Right
Permit Fee N/A	Date of Transmittal 03/27/2018	Region / Section / Patrol / Name 5 / 03 / 15	Local Jurisdiction Ouray County

The Permittee(s): Town of Ridgway P.O. Box 10 Ridgway, Colorado 81432 (970) 626-5308	The Applicant(s): Ridgway Land Company 102 Village Square West Ridgway, Colorado 81432 (970) 626-2800
is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.	
Location: Access to be located on the East side of State Highway 550, a distance of approximately 3,485 feet North of Milepost 103.	
Access to Provide Service to: (Land Use Code) (Size) (Units)	
* See attached Terms & Conditions for permitted land uses. *	
Additional Information: * See attached pages 2-3 of Form 101, and all other attachments, enclosures, and exhibits for additional terms and conditions. *	

MUNICIPALITY OR COUNTY APPROVAL Required only when the appropriate local authority retains issuing authority.			
Signature	Print Name	Date	Title
N/A			
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.			
The permittee shall notify Vance Kelso with the Colorado Department of Transportation, at (970) 759-2641 at least 48 hours prior to commencing construction within the State Highway right-of-way.			
The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.			
Permittee Signature	Print Name	Date	
<i>[Signature]</i>	Shay Coburn for Town of Ridgway	4.23.18	
Applicant Signature	Print Name	Date	
<i>[Signature]</i>	Rob Hunter for Ridgway Land Company	4/10/2018	

This permit is not valid until signed by a duly authorized representative of the Department.

COLORADO DEPARTMENT OF TRANSPORTATION			
Signature	Print Name	Title	Date (of issue)
<i>[Signature]</i>	Jo Harkin	Access Manager	5/1/18

State Highway Access Permit Form 101, Page 2

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.
2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.
3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.
4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4)
2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.
3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.
4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway

property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan..

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

Permit Number 518006
State Highway 550, Milepost 103.66 Right
Ridgway Land Company Access

LEVEL 2 - ACCESS PERMIT TERMS & CONDITIONS
FULL-MOVEMENT ACCESS

A. PERMIT REQUIREMENTS SPECIFIC TO THIS ACCESS:

1. **Permit Number 518006** is issued by the Colorado Department of Transportation (CDOT) in accordance with the 1998 Access Code and is based upon the information submitted by the Permittee.
 - a. Any changes in the herein permitted type and use and/or volume of traffic using the access, drainage, or other operational aspects shall render this permit void, requiring that a new application be submitted for review based upon currently existing and anticipated future conditions.
 - b. Upon completion of the improvements identified in this permit, Permit **518006** shall replace and void all previous access permits for this location.
 - c. If the requirements of this Permit are not satisfied or this Permit expires, the access rights will revert to the access permit issued prior to this permit. If there is no prior permit then the access rights and uses shall revert to the historic use.
2. Permit Number **518006** is issued for the **continued use** of:
 - a. A **existing paved Full-Movement** access to **State Highway 550** for **Ridgway Land Company at approximate mile marker 103.66 Right**
3. The category for this section of **SH 550** is **NR-B**. The access shall be in conformance with the State of Colorado State Highway Access Code, Volume Two, Code of Colorado Regulations 601-1, August 31, 1998 as amended.
4. The access shall serve Hunter Parkway in Ridgway, Ouray County, Colorado.
5. Incorporated as part of this permit are the following:
 - a. State Highway Access Permit pages 1-3 and Page 101a
 - b. Access Permit Terms and Conditions Pages **1 through 2**
 - c. **EXHIBIT "A,"** (Location Map)
 - d. State Highway Access Permit Application (CDOT Form No. 137) received **February 12, 2018**
6. This Permit describes the access and improvements that will serve the following land uses:
 - a. **Apartment (ITE Code 220) - 25 Each**
 - b. **Residential Condominium/Townhouse (ITE Code 230) - 52 Each**
 - c. **Church (ITE Code 560) -10708 Sq Ft**
 - d. **General Office Building (ITE Code 710) – 5288 SqFt**
 - e. **Retail-General Merchandise – Tobacco Shop (ITE Code 810) – 2145 SqFt**
 - f. **Pharmacy/Drugstore (ITE Code 880) – 2940 SqFt**
 - g. **General Office Building – Construction Office (ITE Code 710)– 2432 SqFt**
 - h. **Marijuana Dispensary – (ITE Code 882) – 1567 SqFt**
 - i. **Free-Standing Discount Superstore – Family Dollar (ITE Code 813) – 8000 SqFt**

Permit Number 518006
State Highway 550, Milepost 103.66 Right
Ridgway Land Company Access

- j. Hotel – (ITE Code 310) – 52 Rooms
 - k. Gasoline Service Station (ITE Code 844) – 6 Fueling Stations
 - l. Warehousing - Personal Storage/Workshop (ITE Code 150) – 12,682 SqFt
 - m. High-Turnover (Sit-Down) Restaurant – Sandwich Shop (ITE Code 832) – 1536 SqFt
 - n. High-Turnover (Sit-Down) Restaurant – (ITE Code 832) – 1146 SqFt
 - o. Shopping Center (ITE Code 820) – 12,586 SqFt
 - p. Single-Family Detached Housing (ITE Code 210) – 19 Each
 - q. General Office Building – Church Admin Building (ITE Code 710) – 5452 SqFt
 - r. Veterinary Hospital – Dog Physical Therapy – (ITE Code 609) – 578 SqFt
 - s. Residential Condominium/Townhouse – Duplexes (ITE Code 230) – 9 Each
7. At the access location, SH 550 has a posted speed limit of 45 mph with approximate 6:1 foreslopes and an Average Daily Traffic of 5,500 which correlates to a minimum Clear Zone of 16 feet from the edge of traveled way.
8. Any changes in the type, use and/or volume of traffic using the access may require a new permit and may require modification of the intersection including potential signal changes.
9. Any future warranted highway improvements shall be designed and constructed by the Permittee or the property owner at no cost to CDOT.
10. Under no circumstances will the access be allowed to continue operation in an unsafe manner. Failure to provide the warranted improvements will result in closure of the access.
11. It is acknowledged that the existing access is sufficient for the land uses described herein, and no new construction will be required.

B. REQUIREMENTS PRIOR TO NOTICE-TO-PROCEED (NTP) FOR CONSTRUCTION:

1. A written request for a Notice to Proceed must be submitted to this issuing office.

PERMITTEE: Shay Coburn DATE 4.23.18
Shay Coburn for TOWN OF RIDGWAY

APPLICANT: Robert Hunter DATE 4/10/2018
Robert Hunter for RIDGWAY LAND COMPANY

Ridgway Land Company Access – Exhibit “A”



**COLORADO DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ACCESS PERMIT APPLICATION**

Issuing authority application acceptance date:

Instructions:

- Contact the Colorado Department of Transportation (CDOT) or your local government to determine your issuing authority.
- Contact the issuing authority to determine what plans and other documents are required to be submitted with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and Submit it to the issuing authority.
- Submit an application for each access affected.
- If you have any questions contact the issuing authority.
- For additional information see CDOT's Access Management website at <http://www.dot.state.co.us/AccessPermits/index.htm>

Please print or type

518006

1) Property owner (Permittee) Ridgway Land Company		2) Applicant or Agent for permittee (if different from property owner) Town of Ridgway	
Street address 102 VILLAGE SQUARE WEST		Mailing address PO Box 10	
City, state & zip Ridgway, CO 81432	Phone # 9706262800	City, state & zip Ridgway, CO 81432	Phone # (required) 970.626.5308
E-mail address Rob@robhunter.com		E-mail address if available scoburn@town.ridgway.co.us	
3) Address of property to be served by permit (required) No address has been assigned. See legal description.			
4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one? county: <u>Ouray</u> subdivision: <u>Ridgway Land Co.</u> block: <u>30-34</u> lot: <u>16</u> section: <u>45</u> township: <u>8</u> range: <u>8</u>			
5) What State Highway are you requesting access from? HWY 550 B MP 103.66 R		6) What side of the highway? <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W	
7) How many feet is the proposed access from the nearest mile post? feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from:		How many feet is the proposed access from the nearest cross street? 940 feet <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W from: <u>Hunter Parkway</u>	
8) What is the approximate date you intend to begin construction? 4/1/2018			
9) Check here if you are requesting a: <input type="checkbox"/> new access <input type="checkbox"/> temporary access (duration anticipated:) <input type="checkbox"/> improvement to existing access <input checked="" type="checkbox"/> change in access use <input type="checkbox"/> removal of access <input type="checkbox"/> relocation of an existing access (provide detail)			
10) Provide existing property use Vacant property			
11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - what are the permit number(s) and provide copies: <u>589050</u> and/or, permit date: <u>8/9/1989</u> attached			
12) Does the property owner own or have any interests in any adjacent property? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes, if yes - please describe: <u>Current owner does, buyer for the development doesn't</u>			
13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes, if yes - list them on your plans and indicate the proposed and existing access points.			
14) If you are requesting agricultural field access - how many acres will the access serve? N/A			
15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.			
business/land use		square footage	
N/A		N/A	
16) If you are requesting residential development access, what is the type (single family, apartment, townhouse) and number of units?			
type		number of units	
Residential - duplexes		6 units	
Residential - single-family		19 units	
17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.			
Indicate if your counts are <input type="checkbox"/> peak hour volumes or <input checked="" type="checkbox"/> average daily volumes.		# of passenger cars and light trucks at peak hour volumes	# of multi unit trucks at peak hour volumes
		75	0
# of single unit vehicles in excess of 30 ft.	# of farm vehicles (field equipment)	Total count of all vehicles	
0	0	75	



18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

- a) Property map indicating other access, bordering roads and streets.
- b) Highway and driveway plan profile.
- c) Drainage plan showing impact to the highway right-of-way.
- d) Map and letters detailing utility locations before and after development in and along the right-of-way.
- e) Subdivision, zoning, or development plan.
- f) Proposed access design.
- g) Parcel and ownership maps including easements.
- h) Traffic studies.
- i) Proof of ownership.

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage <http://www.dot.state.co.us/environmental/Forms.asp>.

2- All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z89.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.

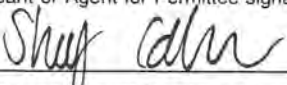
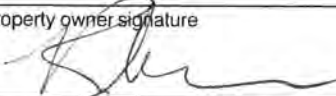
Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: <http://www.dot.state.co.us/DesignSupport/>, then click on *Design Bulletins*.

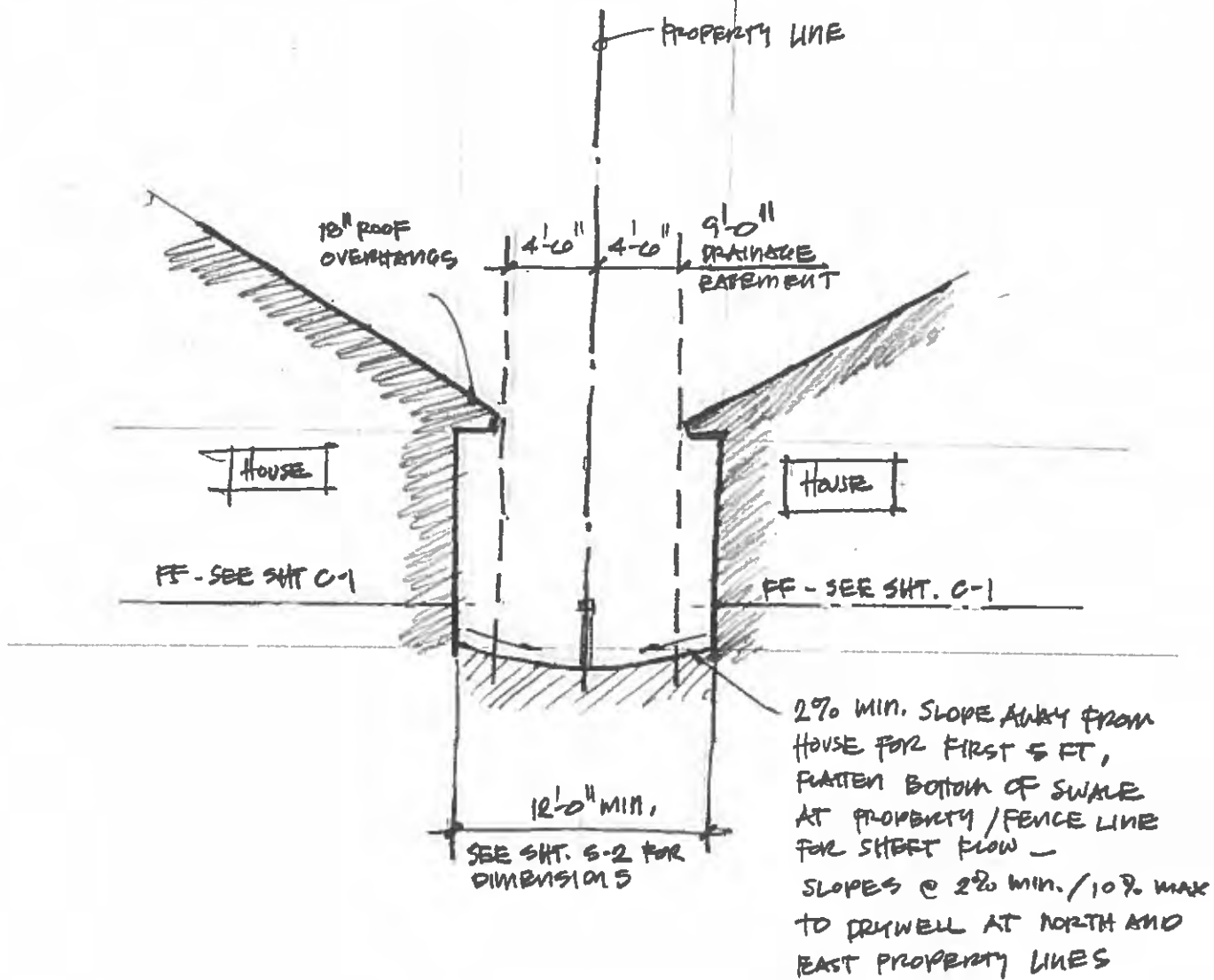
If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant or Agent for Permittee signature 	Print name Shay Coburn	Date 2.2.18
If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.		
Property owner signature 	Print name Rob Hunter	Date 2/2/18





CROSS-SECTION BETWEEN HOUSES @ N AND E PL

1/8" = 1'-0"

PEC - 7/29/10

STAFF REPORT

Subject: Preliminary Plat Submittal
Legal: Ridgway Land Company Subdivision Lots 30-34
Address: TBD Redcliff Drive
Parcel #s: 430516402012, 430516402011, 430516402010, 430516402009, 430516402008
Zone: General Commercial
Applicant: Joseph Nelson
Owners: Ridgway Land Co. / Rob Hunter
Initiated By: Shay Coburn, Planner
Date: July 31, 2018

BACKGROUND

Applicant seeks preliminary plat review of a proposed subdivision, Vista Park Commons. This development is proposed to be located the east side of Highway 550 in the Ridgway Land Company Subdivision. The property is accessed from Hunter parkway along Redcliff Drive. The development will span five existing vacant lots encompassing approximately 2.4 acres or 106,471 square feet.

The proposed development plan includes 25 residential units/lots in 22 buildings which are a mix of stand-alone single-family units and duplexes. It also includes shared parking, storage, open spaces and a community building. This property is zoned General Commercial.



The applicant had an informal discussion with the Planning Commission in October of 2016, the two sketch plan reviews with the Planning Commission, first on January 3, 2017 then again on August 25, 2017.

Present with this submittal are the following documents:

1. Planning & Zoning hearing application
2. Preliminary plat map
3. Plans including: Site, grading, utilities and civil plans, landscaping, phasing
4. Articles of Organization
5. By-laws of Vista Park Commons HOA
6. Declaration of Covenants, Conditions and Restrictions for Vista Park Commons
7. Mineral rights certification
8. Geotechnical Engineering Study
9. Geologic Hazards and Preliminary Geotechnical Engineering Study
10. Hydrant location and flow test
11. Water and sewer flow calculations

12. Storm water calculations
13. Architectural plan sets
14. Email from Army Corps regarding relocating the Moody Ditch
15. Issued CDOT Access Permit
16. Cross section of drainage between houses

The applicant began to submit preliminary plat information to Town staff beginning in January 2018. Since then, staff has worked with the development team on two full rounds of reviews to address material deficiencies and work toward a substantially conforming and complete application. This submittal is at least the third version of the preliminary plat submittal. While there are many outstanding questions and details to sort out for this preliminary plat, staff determined the submittal to be substantially conforming with the requirements of a preliminary plat hearing under RMC 7-4-5(B). This hearing will provide the Planning Commission a review of the submitted materials and direction for the Applicant.

This public hearing has been noticed and the property posted.

CODE REQUIREMENTS AND ANALYSIS

RMC 7-4-5(B) Preliminary Plat

(1) – (4) Submittal Requirements

Substantially conforming.

(5) The preliminary plat shall contain at a minimum the following:

(a) The name of the subdivision, date of the preparation of the map, name and address of the engineer or surveyor preparing the plat, and total area of the subdivision.

- The plat map is missing a stamp from the surveyor.
- The basis of bearing on the plat map needs to be labeled on page 2. All basis of bearing text should reference the “Ridgway Land Company Subdivision” not the “Ridgway Land Company Triangle Subdivision.”
- The Townhouse lots should be labeled accordingly. A plat note needs to be added as well to address the common/party walls. See note below.
- Consider combining pages 3 and 4 onto one page so there are no consistency issues.

(b) The scale used and direction of true north.

Substantially conforming.

(c) The location and dimensions of all existing and proposed streets, alleys and easements, street lights, street signs and other improvements.

- The certs on page 1 of the plat need to match the easements shown on pages 3 and 4. The titles used need to be consistent. Edit wording on easements in legend (i.e.: all should be dedicated, should not reference declarations). Also, what is pattern for the easement on lot 1 and south of lot 1? It does not appear to be defined in the legend.
- Page 4 is missing the drainage easement on the top of the map. Add or combine pages as suggested above.
- Declarations should only be referenced once where the recording number will be filled in. See notes 2 and 9 for examples where reference should be removed. This constant cross references

will cause confusion in the future when the declarations are edited, likely bringing up the need for a plat amendment. Reference the plat map as an exhibit to the declarations.

- Applicant will need to reconcile the GCE and LCE with the language in the duplex/shared elements plat note as recommended below.

(d) The location of water courses, including lakes, swamps, ditches, flood prone areas; the location of existing utility lines, pipes, poles, towers, culverts, drains, and drainage ways.

Need to show the location of the relocated ditch on pages 3 and 4 of the plat. Ensure it matches the civil plans.

(e) The location, size and dimension of all lots and blocks, and the location of properties and easements to be reserved for particular uses or to be dedicated to the Town.

- Easement measurements between buildings are not consistent between the preliminary plat map and the other site plan provided, especially on the southern side of the property. Please reconcile.
- The easements between the buildings were reduced to accommodate the roof overhangs. Town needs confirmation from the Applicant that none of the roofs overhang into easements. Lots 13 and 14 appear to be very close.
- The legend for the hatching for the utility easement says “including irrigation lines;” however, the irrigations lines are not on the plans yet. Note that if irrigations lines are near the water lines, sanitary separation will be necessary.
- The easement for VP line 3 was extended to the north but not all the way to Redcliff Drive. Town needs to be able to access the line from two directions. The easement needs to be larger or the blanket easement needs to include the Town. Easements are required to be 20’ wide, prior plans had shown 18’ which staff okayed. However, the easement is shown as small as 13.5’. Can this easement extend to the southwest a bit more to give the Town ample room to maintain and repair that manhole?

(f) Five foot elevation contours at a minimum.

Received.

(g) Any building setback lines, height restrictions, or other building or use restrictions.

Lots along Redcliff Drive appear to have two building setback lines. Use a different line type to depict easement boundaries.

(h) A vicinity sketch map.

Received.

(i) An indication of the total area of streets and alleys, area of lots and area of any property dedicated to public or other uses.

No property is proposed to be dedicated to the Town other than the easements for utilities.

(6) Accompanying the preliminary plat or included upon it shall be plans, drawings or information for the following:

(a) Plans for any proposed sanitary sewer system showing location, grade, pipe sizes and invert elevations.

- The Applicant is proposing a new sanitary sewer main that will loop around the east side of the property. This will be dedicated to the Town. The dedication language on the plat needs adjusted per note below.
- The numbering of the sewer manholes needs to have one numbering system, as provided by Town. The other numbers on U-1 should be removed to avoid confusion.
- Need encasements on the sewer at water line crossings in the profile drawings.
- The manholes are very close to rear property lines which will make them difficult to maintain and replace if/when needed. These need to be move a few more feet away from the rear property line. Applicant has noted that this will be difficult to do.
- The existing sewer lateral that will be used for the common building may require cutting asphalt. Town may be able to video this line to identify exactly where the tap is.

(b) Plans for the water system and fire protection system showing locations, pipe sizes, valves, storage tanks and fire hydrants.

- The Applicant is proposing looping a new water main through the center walkway of the development. This will be dedicated to the Town. In the dedication language on page 1 of the plat, remove the following at the end of the dedication language “constructed in the utility easements as shown on this plat.” The dedication language may also need adjusted to include more than just the mains (i.e.: valves, manholes, appurtenances, etc.).
- The materials for the walkway where the water line will be located is still undetermined. This needs to be something that Town can get heavy equipment on to maintain and repair the water main. This should be agreed upon before going to Town Council.
- Hydrant flows need retested. The Town and Applicant Engineers are working on this.

(c) Plans for the storm drainage system showing location, pipe sizes, drains, surface drainage ways and discharge points.

- Town Engineer needs to review the submitted storm water calculations provided.
- The retention areas are partially on Town property. It is much preferred that this retention area be completely on private property. If the Applicant cannot accommodate this, it will need to be a request to Council but staff is unsure it will be favorably considered. If it remains on Town property, it needs to be on the plat and have maintenance obligations and other language as well as an easement from the Town for the use of town property.
- There are a number of additional items to work out regarding drainage including: drainage between the units, how water flows to the ditch, how the land in the sewer easement drains while still accessible by Town, how the relocated ditch flows (the grades show the ditch flowing uphill for a portion), how the detention ponds function and the proximity to lot 1, how the culverts will function, and potentially more.

(d) Plans for proposed streets, alleys, sidewalks, curbs and gutters, lighting, bikepaths and walkways showing the grade and cross section, and plans for any other proposed public improvements. (Ord 12-2008)

- No public streets are proposed.
- We need to understand the slopes of the sidewalk along Redcliff Drive. The Town Engineer has calculated some of the slopes based on spot elevations provided but it is not sufficient to know the full profile. Additionally, some of the internal sidewalks have steep grades, the Applicant says they are no more than 10% but the Town Engineer’s calculations are higher. The maximum for ADA compliance is 8.3%, which some exceed.

- Curb and gutter needs to be added along Redcliff Drive and Town needs to understand how it will drain.
- Driveway cross sections need to be refined.
- How will the lights at the driveways be wired?
- Overall, more information is needed on the plans to ensure that someone can built what is being proposed.

(e) The subdivider shall send a notice, at least 30 days prior to the Planning Commission's hearing or consideration, to mineral estate owners, by certified mail, return receipt requested, or a nationally recognized overnight courier, in accordance with the requirements of CRS 24-65.5-103(1). A copy of the notice shall be given to the Town along with the subdividers certification of compliance with said notification requirements. Provided this notice is not required if notice was previously sent and such certification previously provided with respect to the same surface development, or the application is only for platting an additional single lot, unless a mineral estate owner has requested notice pursuant to CRS 24-6-402(7). (Ord 4-2009)

Substantially met.

(f) Any proposed covenants, condominium declaration or articles of incorporation and by-laws for any homeowners' association, or contracts for maintenance of improvements.

- The declarations need another review by the Town Attorney.
- In the declarations under 2.26, where and how does Ridgway USA approve this development?

(g) A soils report prepared by a geologist or licensed qualified engineer which addresses building foundation design requirements shall be submitted where geologic hazards and considerations dictate the need for such analysis.

- Town needs to understand what the pavement will be comprised of as the report recommends two different paving types, one for construction loads and one for post-construction. The Applicant said they added cross sections and specs for this but staff is not finding the information.
- The area where the sewer will be located needs to be strong enough for the public works crew to get a dump truck back there to maintain/repair the sewer main. The design of this typical cross section on page U-1 will need to be revised. Town also needs to understand why the manholes are not included in the proposed "drive area"?

(h) Written approval or access permit from the State Department of Highways for any access to highways under its jurisdiction, directly from any lot and for any new street serving the subdivision which intersects with a State highway.

Town Staff worked with the applicant to submit for Access Permit. The permit was received from CODT with a notice to proceed and no additional improvements were necessary.

(i) Estimated water consumption and sewage generation.

Staff is working with the Applicant to better understand this demand.

(j) Description of any geologic hazards.

Substantially complete.

(k) Landscape plans and, as appropriate, irrigation plans. (Ord 12-2008)

- Irrigations plans have not yet been submitted. These plans should be submitted before going to Town Council.

- The landscape plan needs to be updated to reflect the revised site layout, the measurement do not match the plat and site plans. This will cause confusion for construction. This should be revised before going to Town Council.
- See notes under 7-3-11 regarding a deviation request regarding landscaping.

(I) A list of proposed uses for each lot consistent with Town Zoning Regulations. (Ord 12-2008)

See Zoning Regulations section below as the applicant is requesting a Conditional Use Permit for the residential uses in the General Commercial district.

(7) Repealed by Ord 4-2009

(8) The Planning Commission may approve, conditionally approve or disapprove the preliminary plat. It may continue its consideration of the plat to another meeting when additional time is needed, or to allow the subdivider time to revise or supplement the plan to bring it into compliance with these regulations or proposed conditions of approval. The reason for continuance, disapproval, or any conditions of approval, shall be included in the minutes of the Planning Commission's proceedings and provided to the subdivider in writing upon request. Consideration of the matter may also be continued upon the subdividers request. The plat may be disapproved if it or the proposed improvements and required submittals are inadequate or do not comply with the requirements of these Regulations. (Ord 12-2008)

(9) The Planning Commission's decision shall be submitted to the Town Council as a recommendation along with the plat for review at its next regular meeting. The Town Council shall issue its decision approving, conditionally approving or disapproving the plat, based upon compliance with the provisions of these regulations. The Town Council may continue its consideration of the preliminary plat until such time as proposed conditions for approval, are met by the subdivider. (Ord 12-2008)

(10) Except as otherwise expressly provided by the Town Council, all conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved.

RMC 7-4-6 Required Improvements

There are a number of improvements that are required with subdivision in this section. Staff is highlighting only a portion of these requirements here:

(A)(5) Electricity, telephone and CATV.

The electrical and gas layouts will need to be approved by SMPA and Black Hills.

(A)(6) Streets within and adjacent to the subdivision as necessary to provide access to each lot. Existing streets maintained by the Town for public use shall be improved by the subdivider to the extent necessary to provide access to abutting lots and to provide proper drainage, grade and sidewalk grade. Streets shall be paved in circumstances where required by Town street specifications. Streets shall be dedicated to the Town.

Town needs to see detail on the proposed permeable pavement.

(B) Subdivision Improvements Agreement (SIA)

In part, this section reads as follows in Sections (1) and (2):

(1) No final plat shall be approved or recorded until the subdivider has properly completed, and the Town

has approved, the street base, lights and traffic control devices, and water, sewer, electricity, gas, telephone, and drainage system as adequate to serve each lot, and has submitted, and the Town Council has approved, a Subdivision Improvements Agreement guaranteeing construction of all other required improvements and as-builts therefore, which have not previously been completed and approved by the Town. The Subdivision Improvements Agreement shall list the improvements to be made and as builts required, estimated costs, and completion dates.

(2) All improvements shall be completed and accepted within 2 years following approval of the final plat by the Town, unless a longer interval is provided for in the Subdivision Improvements Agreement.

The Applicant has stated that they will likely want to do an SIA for a few of the items allowed per code. Town would like a proposal of what the Applicant would like to include in the SIA to be sure that issues do not come up later. The submitted phasing plan is helpful but not inclusive of SIA items. Here are some questions/concerns:

1. Is there a plan to final plat in phases or just build in phases? Staff has received contradicting information from the Applicant.
2. On sheet PH-1 the hatching and text do not agree. Which is correct?
3. Assuming grading, drainage and ditch relocation will be part of phase 1. Needs to be on plans.
4. Assuming construction of storage building 4 will be part of phase II. Add to plans.

RMC 7-4-7 Design Standards

There are a number of standards required in this section. Staff is highlighting only a portion of these Standards here as most of them have been addressed elsewhere in this report:

RMC 7-4-7(J) Plat Notes: This section addresses plat notes required by the Town.

- Certs #1 – Legal description of the property is Lots 30-34 of the Ridgway Land Company Subdivision (There should be no reference to Ridgway USA).
- Sentence after 4(i) in certs – This is confusing. Please define all types of common areas and elements here. Common Areas, Common Space Tract, Limited Common Elements and General Common Elements are all mentioned. Who has access to what spaces? Ensure all terms are used correctly, in the correct location and correctly dedicated and identified.
- Note 4 should read, “Short-term rentals, as defined in Town regulations, are prohibited in all units.”
- Note 5 – to be completed once staff provides language.
- Is note 7 necessary, seems like a restatement of note 6?
- “Master Plat” and “Master Declarations” references are confusing. The plat and declarations titles should be spelled out rather than defining and using a new term.
- Note 9 – mentions fences located in common areas, does this include the fences on property lines?
- Note 10 – fences should be removed from this note given they are proposed right in the middle of the drainage easement. Add ...”so as not to impede the free flow of water or cause erosion in any way...”
- Notes 11 and 12 – where are irrigation and driveway/ROW reciprocal access easements?
- Note 14 – fix typo in Vista (5th line), engineers not engineering (6th line), add “... from any claim related to soils and groundwater conditions present...” (2nd to last line).
- Note 15 – fix typo “ot” to “or”; should it say “common element”, not “common space track”?
- Note 17 – what is a survey foot?

- Note 18 – update date to May 2018
- Add note to address the common elements for the townhouses: This information needs to be on the plat and then the decs can match. Add something like (can fit to match your development): Lots 1-2, 10-11, 19-20 have shared party walls:
 - a. The unit owners shall be individually and severally responsible for the maintenance and repair of all Common Elements, except any Limited Common Elements, which shall be subject to the maintenance and repair obligations of the respective unit.
 - b. The units depicted on this plat shall have uniform exterior appearance. Future improvements, modifications and repair to the units’ exteriors shall be done in accordance with any applicable covenants and regulations of the owners’ association, and performed in such a manner as to ensure uniformity and compatibility of the exterior of the units.
 - c. Easements are reserved on, over, and under the Common Elements and the units as shown on the Plat, for construction, maintenance and repair of public utilities.
 - d. Party Walls exist over and along the common boundaries between the units 1-2, 10-11 and 19-20. The unit owners shall be deemed to own the necessary easements for the perpetual lateral and subjacent support, maintenance and repair of the respective Party Wall with equal rights of joint use.
- Revise Planning Commission cert Chair to Doug Canright, not John Clark.

RMC 7-3-11 Planned Unit Developments

This section provides flexibility with respect to dimensional requirements, allows for increased density, and clustered residential developments.

Per RMC §7-3-11(D) below, the development may deviate from the required dimensional standards as part of a PUD.

(D) Dimensional Requirements and Densities:

- (1) The dimensional requirements, which would otherwise be required by Town Zoning Regulations, or other Town regulations for the district affected, may be deviated from in accordance with the Plan as approved, if the Town determines that such deviations will promote the public health, safety and welfare. (Ord 3-2008)*
- (2) The number of units allowed in a residential PUD shall be generally the same as would have been allowed without clustering, taking into account minimum lot sizes and areas which would have to be dedicated for streets and other public uses, if the property had been developed or subdivided without clustering. Provided, however, the Town may allow additional residential units if it determines that by so doing, significant public benefits will be provided which might not otherwise be available, such as significant affordable housing, public open space, public recreational amenities or off site public infrastructure improvements. (Ord 3-2008)*

The following is a list of conditional uses, variances and deviations requested with this preliminary plat:

1. Use: requesting conditional use for single-family and duplex residential uses in the GC district.
2. Lot width: requesting variance for six lots that are less than 30’ wide, mostly the duplex lots.
3. Lot size: requesting variance to minimum lot size of 5,000 sq. ft. - lots range from 1,500 to just over 3,000 sq. ft. Counting all common space the density is one unit per 4,257 square feet.
4. Lot coverage: no requests, it appears to be about 30% for individual lots.
5. Setbacks:
 - o Front setbacks range from about 4’ to 12’ and the requirement is 15’ minimum. Requesting a variance for multiple lots.

- Side setbacks are fairly consistent at about 4.5'. Two lots have 1' side setbacks. The minimum is 8', requesting a variance for multiple lots.
 - Rear setbacks are generally about 10'. The minimum is 8'. Requesting a variance for units 23, 24 and 25 to have reduced rear setbacks (as small as 4')
6. Parking: This development is required to provide 42 spaces based on the requirements of the code, eight units require only 1 space. They are providing 42 spaces plus 4 ADA compliant spaces. There are no spaces provided for the 848 square foot common building; however, 7 "visitor" or on-street spaces will be provided in the public right-of-way and more could be accommodated if the Planning Commission feels they are necessary.
7. Single-family home design standards:
- Minimum width: unit B-2 does not fully enclose a 21' by 24' rectangle as required. The Applicant is requesting a deviation for the two B-2 units.
 - Roof pitch: requesting a deviation for the roof pitch of the storage unit buildings to be 2:12 rather than the required 3:12. The design of these units must also be deemed by the Planning Commission to be of the same architectural style and of similar or compatible materials. If not, another deviation request will need to be included here.
 - Landscaping: requesting a deviation from the landscaping requirements. The developer is proposing that they finish each lot with "gravel over weed control cloth" and each unit buyer will finish the landscaping as they wish. The requirements in the single-family home design guidelines (6-6-3(i)) require that 50% of the front yard be live vegetation and that each lot have a minimum number of trees and shrubs. Per the overall site plan, they will provide adequate trees and shrubs based both on individual lots and the lot as a whole. However, the Planning Commission should consider this request for gravel over weed control cloth carefully as it is likely that the landscaping will remain as completed by the developer on most all lots.

Per the sketch plan hearings, due to an increase in density the Town negotiated for three affordable housing deed restricted units. The applicant has agreed to provide those; however, exact units and the deed restriction language have not yet been finalized. Town staff is working on the language.

Commercial Design Guidelines

In the General Commercial district, parking areas larger than 20 spaces are required to incorporate mitigation and site planning techniques from the commercial design guidelines. Here is a quick summary of those guidelines:

- Parking should be sited to the rear or sides of buildings to provide least visual impact. This standard will NOT be met.
- Trees should be incorporated for shading. This standard will not really be met as there are not many trees within the parking area, just a few on edges.
- Must use landscaped/grass catchment area to manage, control and filter parking lot drainage - retention areas are included in the NW side of the property. However, they are partially on Town property as noted above.
- Includes a bike parking area near common building.

The submitted architectural plans for all of the units, common building and storage areas will be recorded as part of this PUD approval.

The development team has confirmed that the utility boxes, trash and similar items will be screened. Plans have not yet been submitted or written up to explain how.

Misc. Comments and Edits

Small edits to be completed:

- Delete E-1 from schedule of drawings on S-1.
- Change title of the second S-1 sheet to S-2 (the one with the measurement). On S-2 add measurements to be able to locate utilities as well.
- Include graphic scale and north arrow on C-1.
- Put lot numbers on the landscaping plan.
- Confirm that this proposed development is in compliance with Ridgway Land Co. and Ridgway USA covenants. Town has not yet checked this.
- Confirm that the school bus stop and mail box locations were approved by the appropriate entity.
- On sheet U-1, add an easement dimension between units 17 and 18.

STAFF RECOMMENDATION

Based on the 2011 Land Use Plan and recent community conversations, this development seems to be well suited for the community given the need for housing options. Inclusive in this proposed development plan are higher density residential units and access to utilities. However, there are a significant number of outstanding items that need resolved.

Given the complexity and density of this project, it is extremely important to discuss the details of this plan and address a number of unresolved questions prior to any approval of a preliminary plat. Staff recommends that this hearing be continued to allow the Applicant time to revise and supplement the plans to bring them into compliance with these regulations in addition to the following proposed condition: All comments, edits, and questions listed in this staff report are addressed before returning to the Planning Commission.

This is a significant development review for which a number of modifications and decisions are needed. While we have done our best to insure a complete and accurate report, this is complex and there may be some omissions or oversights here that will need addressed in future reviews.



Property posted from Redcliff Drive, looking southeast



Property posted from Redcliff Drive, looking northeast

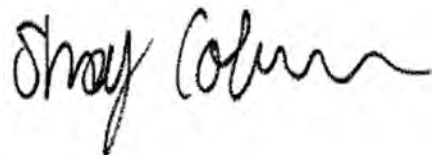
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Ridgway Planning Commission will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Tuesday, July 31st, 2018 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: Temporary Use Permit
Location: Block 22, Lot 5
Address: 749 Sherman Street
Zoned: Downtown Service (DS)
Applicant: Will McGown
Property Owner: Will and Eugenia McGown

ALL INTERESTED PARTIES are invited to attend said hearing and express opinions or submit written testimony for or against the proposal to the Town Clerk.

FURTHER INFORMATION on the above application may be obtained or viewed at Ridgway Town Hall, or by phoning 626-5308, Ext. 222.



DATED: July 20, 2018

Shay Coburn, Town Planner



Official Use Only
Receipt # CK #142
Date Received: 7/16/18
Initials: [Signature]

Planning Commission Hearing Request

General Information

Applicant Name Will McGowan Application Date July 16 2018

Mailing Address 4714 Barfield

Phone Number (970) 528-9463 Email mcgowan@bellsouth.net

Owner Name [Arrow] [Arrow]

Phone Number [Arrow] Email [Arrow]

Address of Property for Hearing Block 22 lot 5

Zoning District DS HR

Action Requested

- Deviation to Single-Family Home Design Standards 6-6
- Temporary Use Permit 7-3-13(C)
- Conditional Use 7-3-14
- Change in Nonconforming Use 7-3-15
- Variance 7-3-16
- Rezoning 7-3-17
- Subdivision 7-4
- Other _____

Brief Description of Requested Action

temporary use of a travel trailer at a construction site, code 7-3-13(C), 2B

Required Fee Payable to the Town of Ridgway

Temporary Use Permit	\$100.00	Subdivisions	
Conditional Use	\$100.00	a. Sketch Plan	\$200.00 (plus \$10.00 / lot or unit)
Change in Nonconforming Use	\$100.00	b. Preliminary Plat	\$400.00 (plus \$20.00 / lot or unit)
Variances & Appeals	\$150.00	c. Final Plat	\$300.00
Rezoning	\$200.00	d. Minor Subdivision	\$200.00
Other Reviews Pursuant to 7-3-18	\$100.00	e. Lot Split	\$100.00
Variance from Floodplain Regulations	\$100.00	f. Replat	\$100.00 (plus \$20.00 / lot or unit)
Deviations from Single Family Design Standards	\$100.00	g. Plat Amendment	\$100.00
		h. Planned Unit Development	See b and c above

Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.



Attachments Required

For ALL Applications

- Evidence of ownership or written notarized consent of legal owner(s). *Email*
- Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), like a narrative, site plans, and/or architectural drawings drawn to scale on paper size of 8.5 x 11 or 11 x 17. *7-3-13(c), 2B*

Conditional Use Permits

- The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.
- Architectural drawings shall include elevations and details of building(s).

Changes in Nonconforming Use

- Description of existing non-conformity.

Variance

- The site plan shall show the details of the variance request and existing uses within 100 ft. of property.

Rezoning

- Legal description, current zoning, and requested zoning of property.

Subdivision

- All requirements established by Municipal Code Section 7-4.
- Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected.

[Handwritten Signature]

Applicant Signature

July 16, 2018
Date

[Handwritten Signature]

Owner Signature

July 16, 2018
Date

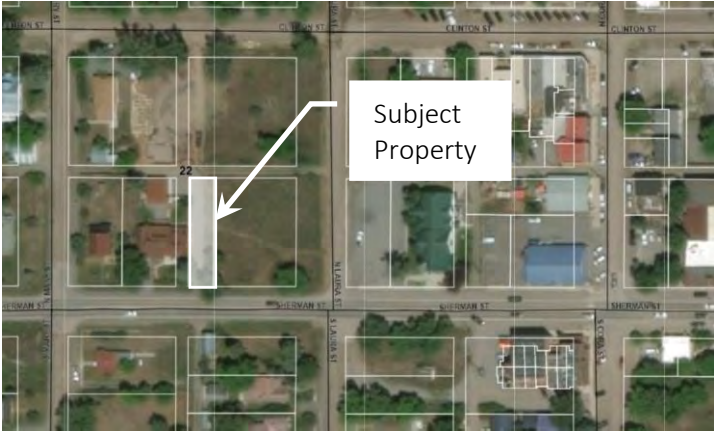
STAFF REPORT

Request: Temporary Use Permit
Legal: Block 22, Lot 5
Address: 749 Sherman Street
Parcel #: 430517401004
Zone: Downtown Service (DS)
Applicant: Will McGown
Owner: Will and Eugenia McGown
Initiated By: Shay Coburn, Planner
Date: July 31, 2018

REQUEST

The Applicant is seeking a Temporary Use Permit to have a travel home parked and intermittently occupied at a construction site. Code provisions allow for a travel home to be occupied at a construction site during the period of construction for up to one year per RMC §7-3-13(C)(2).

The Applicant submitted an application and the applicable fee for this public hearing. The property and public hearing have been noticed in compliance with the Town Municipal Code.



CODE PROVISIONS

7-3-13 Supplemental Regulations

(C) Temporary Use Permits:

(1) *The Planning Commission may issue a permit authorizing certain temporary uses of premises in a district for a use which is otherwise not allowed in such a district for the periods specified here below:*

<u>Use</u>	<u>Zoning District</u>	<u>Period</u>
Construction office incidental to construction on premises	All districts	9 months
Carnival, circus, bazaar, fairs	Commercial	1 week
Tent meetings or crusades	Commercial	2 weeks

(2) A permit (for a period of up to 1 year) may be issued under the following circumstances by the Planning Commission for temporary location or use of a mobile home or travel home:

- (a) *For fire protection or security purposes in the General Commercial District.*
- (b) *At a construction site during the construction period.*

(3) The Planning Commission shall hold such hearings concerning the application as the circumstances merit in its opinion. Notice of any hearing shall be posted, visible from each street frontage abutting

the property, for at least 10 days prior to the hearing. The permit may be granted subject to conditions appropriate to insure that no public or private nuisance or safety hazard will be created. (Ord 14-1998)

(D) Use and Location of Travel Homes:

(1) Travel homes may be occupied only in the following circumstances:

(a) Within a licensed travel home park for a maximum period of 6 months in any one 365 day period.

(b) Upon private property for temporary occupancy by out-of-town guests for a period not to exceed 30 days in any year for any tract of property.

(c) Upon property for which a permit has been issued by the Town, pursuant to Subsection 7-3-13(C).

(2) Travel homes may be parked, if unoccupied, upon private property if in compliance with zoning setbacks, or temporarily upon public streets, if registered under State law and lawfully parked. Provided, however, they may not be parked in a manner which creates a traffic hazard.

ANALYSIS

This request is reviewed pursuant to §7-3-13(C)(3), which provides that the Planning Commission shall hold a hearing concerning the application “*as the circumstances merit in its opinion*”. The permit may be granted subject to conditions to ensure that no public or private nuisance or safety hazard is created.

This property is on Sherman Street, just west of the intersection with N Laura. Lots 1-5 are currently owned by the Applicant and are vacant. Per §7-3-13(D)(2), the Applicant can currently park the travel home on the property if in compliance with the zoning setbacks and registered under state law but it cannot be occupied for more than 30 days out of the year. While the Applicant has this house built, they would like the option to occupy the travel home for more than just the 30 days.

At this time, a building permit has been issued for Lot 5. Staff is unclear where exactly the Applicant proposes parking the travel home during the period of construction. Per the staging plan submitted as part of the building permit application, there does not appear to be much room for a travel home on Lot 5 as it is 4,757 square feet. However, the applicant owns 4 additional lots to the east where there is plenty of room to park a travel home.

Potential nuisances seem to be simply visual since the property is highly visible from Highway 62 and Laura Street. The code does require that the travel home be located outside of setbacks on the property but this will likely not change the visual impact. In terms of safety, Applicant will should confirm utility hookups and how sanitation will be handled. In addition, it is important to be sure that there is room for the construction crew to navigate the site without impacting the public rights-of-way and neighbors.

STAFF RECOMMENDATION

Staff feels that the intent of this provision is to allow people who are building their home to live on the property during the time of construction to help with the costs of building. While the house being built is not a primary residence, staff feels that the potential impacts are less given that the applicants will not occupy the travel home on a daily basis. Staff recommends approval of this Temporary Use Permit as long as the setbacks are observed as required by the code.

The Applicant should note that once the house is completed, the travel home cannot be occupied more than 30 days out of the year. In addition, the municipal code provides for a one-year permit, so the Applicant may need to request an additional temporary use permit if construction lasts longer.



Posted property from Sherman Street looking northeast. Travel home was parked on the property at time of posting.

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ORDINANCE NO. 2018-XX

**AN ORDINANCE OF THE
BOARD OF COUNTY COMMISSIONERS OF OURAY COUNTY, COLORADO
ESTABLISHING REGULATIONS FOR NON-COMMERCIAL CAMPING**

WHEREAS, the Board of County Commissioners has authority pursuant to C.R.S. 30-11-101, 30-28, 102, 30-28-115, and 30-28-116 to promulgate regulations governing zoning and land use and to promote the health, welfare and safety of the inhabitants of the county; and

WHEREAS, the purpose of this Ordinance is to establish definitions, rules, and regulations regarding non-commercial camping (*short-term and long-term*) in the unincorporated portions of Ouray County; and

WHEREAS, non-commercial camping is permitted as a use by right in all Ouray County zoning districts except the Colona district; and

WHEREAS, the definition of non-commercial camping in the Ouray County Land Use Code has led to confusion and varying interpretations for implementation; and

WHEREAS, Board respects the rights of private property owners to use and enjoy their property, but desires to ensure that non-commercial camping is conducted in a manner that protects the health and safety of residents and visitors in the County;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF OURAY COUNTY, COLORADO:

Section 1. Title.

This Ordinance shall be known and referred to as the “Ouray County Non-Commercial Camping Ordinance” and may be cited and referenced as such.

Section 2. Authority.

This Ordinance is authorized pursuant to, inter alia, Colorado Revised Statutes 30-11-101, 30-28-102, 30-28-115, and 30-28-116.

Section 3. Purpose.

The Board of County Commissioners of Ouray County, Colorado, finds and declares that non-commercial camping is a use by right in all but one zoning district in Ouray County, and, as such, is an acceptable use of private property, so long as certain sanitation requirements are met.

Section 4. Scope of Ordinance.

This Ordinance shall apply within the unincorporated territory of Ouray County, Colorado.

Section 5. Definitions.

Non-commercial Camping, Short-Term

Overnight occupancy of a lot or parcel, not including the typical occupancy of a residential dwelling unit, allowed as a use-by-right, on parcels of 3-acres or more in size, not to exceed 30-days per calendar year, either consecutively or cumulatively, as described and allowed by Ordinance No. 2018-XXX.

Non-commercial Camping, Long-Term

Overnight occupancy of a lot or parcel, not including the typical occupancy of a residential dwelling unit, on parcels of 3-acres or more in size, that exceeds 30-days in a calendar year, whether consecutive or cumulative, and requires prior issuance of a Long-Term Camping Permit by the Land Use Department, as described and allowed by Ordinance No. 2018-XXX.

Section 6. Regulations and Limitations

All camping in Ouray County, whether Short-Term or Long-Term must comply with the following:

- a) No fee (except a trespass fee for hunting or fishing or an outfitters fee) is paid or charged for such occupancy, and
- b) Such occupancy is in conformance with any applicable State or Federal regulations, and
- c) Written permission from the owner of the tract occupied has been obtained, and
- d) Adequate sanitation is available, and
- e) The property being occupied is properly kept and cared for, and
- f) No storage of refuse, debris, or litter in an exposed or unsanitary condition, and
- g) No placing any substance that pollutes, or may pollute, any water body, stream, or lake, and
- h) A Long-term Camping Application has been approved by Ouray County, if occupancy exceeds 30 days in a calendar year, and
- i) The parcel or lot exceeds 3 acres in size for long-term camping, and
- j) No more than 1 (one) long-term camping permit may be issued per parcel, and
- k) Non-commercial camping is allowed in a county-approved PUD or subdivision when the subject property includes a properly permitted dwelling unit, and, the proposed use is not otherwise prohibited and,
- l) Any camping use (short-term, long-term) must be properly screened per the *spirit and intent* of Section 9.1 (*Purpose*) of this Code, regardless of whether or not the subject camping site is within a visual impact corridor, and
- m) Any camping structure requiring a building permit, and within a visual impact corridor as detailed in Section 9.3(A) of this Code, must pass a visual impact review conducted by Staff, prior to issuance of any permit, and

- n) Structures intended for camping use/permitting are limited to a maximum of 500 square feet, and
- o) Building permits for camping structures shall be administered per the current Land Use Code and Building Code adopted by the County (ie. IRC/IBC), and
- p) No more than five (5) unrelated occupants are allowed per camping structure, and
- q) Camping uses may be subject to additional requirements/restrictions as set forth in the Ouray County Land Use Code and the current adopted building code, and
- r) Camping in RV-type vehicles or trailers is limited solely to those vehicles or trailers that are built, marketed, sold, and intended for camping use. (ie. pop-up camper, RV, 5th wheel trailer, truck camper, etc.) All camping vehicles or trailers must be properly registered with current plates and tags as required by the State of Colorado, Department of Transportation, and
- s) Decks or platforms 29-inches or less off the ground, including decks or platforms to be used for the purpose of erecting a yurt, do not require a building permit, and
- t) Long-term, non-commercial camping limited to a maximum of 5 consecutive years, and
- u) Temporary camping structures that remain unpermitted for 90-days must be removed, and
- v) The duration allowed for long-term camping shall be determined by the type of septic proposed as follows:
 - 1. Portable/cassette toilet or similar: 30-days (*4 persons maximum*)
 - 2. Commercial Port-O-Potty (serviced/maintained): 186-days
 - 3. Permitted OWTS with active building permit for residential structure: 365-days

Section 7. Application Required for Non-commercial Camping Beyond Thirty (30) Days.

- 1. Non-commercial camping for more than thirty (30) days may be approved by the Land Use Staff upon application by the person wanting to camp in excess of thirty (30) days on a form to be provided by the Land Use staff, similar to the form attached hereto as Exhibit A.
- 2. Anyone applying to engage in non-commercial camping for more than thirty (30) days shall demonstrate to the satisfaction of the Land Use staff, county building inspector, or the Director of Public Health, that adequate sanitation or sewage facilities are available and will be used to ensure that domestic waste is not left on or in the ground, or in contact with surface or ground water.
- 3. Acceptable sanitation facilities may include, an engineered and county permitted septic system (ie. OWTS); or a temporary and portable toilet (ie. *port-o-potty*) which includes regular maintenance/servicing by the leasor,; a portable/cassette camping toilet. (maybe stand-alone or part of

- an RV or camper).
4. The thirty (30) day period for non-commercial camping without application shall be any thirty (30) days in a calendar year, consecutive or cumulative
 5. Non-commercial camping will be done in such a fashion as to not become a nuisance for others, public, or wildlife.

Section 8. Violation.

It shall be unlawful for any person to violate any provision of this Ordinance.

Section 9. Enforcement and Penalties

The Board may seek an injunction or other equitable relief in court to enjoin any violation of this Ordinance and may recover the costs of such actions. The County may seek such criminal or civil penalties as are authorized by Colorado law, including as provided in C.R.S. 30-15-402. Each day of violation may be considered a separate violation. Each violation may result in a fine up to \$1,000.

The Ouray County Sheriff shall enforce any criminal penalties as may be authorized under Colorado law. Except as may otherwise be provided by Colorado law, all prosecutions for violations of this Ordinance shall be by the Seventh Judicial District, District Attorney.

The remedies available under Colorado law for violation of this Ordinance shall be cumulative and in addition to any other remedy which may be available to the Board or the County. Nothing contained herein shall be construed to preclude the Board from seeking such other remedies in addition to, or in lieu of, the legal remedies granted herein.

Section 10. Severability.

If a Court of competent jurisdiction shall hold any part of this Ordinance void or unconstitutional, such part shall be deemed severable, and the invalidity thereof shall not affect the remaining provisions of the Ordinance.

Section 11. Disposition of Fines, Fees and Forfeitures.

Unless otherwise provided by law all fines and penalties, and the surcharges thereon, for the violation of this Ordinance shall be paid into the treasury of Ouray County.

Section 12. Effective Date.

This Ordinance shall be effective on _____, 2018 and shall remain in effect until such time as this Ordinance is amended, temporarily suspended or repealed.

Section 13. Interpretation.

This Ordinance shall be so interpreted and construed as to effectuate its general purpose. Section headings of the Ordinance shall not be deemed to govern, limit,

modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 14. Certification.

The Ouray County Clerk and Recorder shall certify to the passage of this Ordinance and make not less than three copies of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED AND FIRST READING on Month 00, 2018 and first reading continued until Month 00, 2018 and on such date ordered published in the *OURAY COUNTY PLAINDEALER*.

Published on Month 00, 2018.

**Board of County Commissioners
Ouray County, Colorado**

/S/ _____

Don Batchelder, Chair

/S/ _____

John Peters, Vice-Chair

/S/ _____

Ben Tisdell, Commissioner Member

ADOPTED ON SECOND AND FINAL READING on Month, Day, 2018.

**Board of County Commissioners
Ouray County, Colorado**

/S/ _____

Don Batchelder, Chair

/S/ _____

John Peters, Vice-Chair

/S/ _____

Ben Tisdell, Commissioner Member

CERTIFICATION BY OURAY COUNTY CLERK AND RECORDER:

I, Michelle Nauer, Clerk and Recorder of Ouray County and Clerk to the Board of County Commissioners, do hereby attest and certify that this Ordinance was

INTRODUCED AND READ ON _____, 2018 AND CONTINUED TO _____ AND READ AND ORDERED PUBLISHED AT SUCH REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS.

THE ORDINANCE WAS PUBLISHED IN FULL IN THE *OURAY COUNTY PLAINDEALER* ON _____ ALONG WITH A NOTICE OF PUBLIC HEARING.

ADOPTED AND APPROVED AT A PUBLIC HEARING OF THE BOARD OF COUNTY COMMISSIONERS ON _____, AFTER THE SECOND AND FINAL READING OF THE ORDINANCE.

PUBLISHED AFTER ADOPTION IN THE *OURAY COUNTY PLAINDEALER* ON THE ____ DAY OF _____ 2018.

/S/_____

Michelle Nauer

Clerk and County Recorder

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SECTION 2

CURRENT DEFINITIONS:

BUILDING. Any structure having a roof supported by columns or walls for the housing or enclosure of persons, animals, chattel, or property of any kind.

STRUCTURE. That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

NEW/PROPOSED DEFINITIONS:

NON-COMMERCIAL CAMPING, SHORT-TERM. Overnight occupancy of a lot or parcel, not including the typical occupancy of a residential dwelling unit, allowed as a use-by-right, on parcels of 3-acres or more in size, not to exceed 30-days per calendar year, either consecutively or cumulatively, as described and allowed by Ordinance No. 2018-XXX.

NON-COMMERCIAL CAMPING, LONG-TERM. Overnight occupancy of a lot or parcel, not including the typical occupancy of a residential dwelling unit, on parcels of 3-acres or more in size, that exceeds 30-days in a calendar year, whether consecutive or cumulative, and requires prior issuance of a Long-Term Camping Permit by the Land Use Department, as described and allowed by Ordinance No. 2018-XXX.

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(APPLICABLE PORTIONS OF)

SECTION 13

ADMINISTRATION AND ENFORCEMENT

13.1 ENFORCEMENT:

- A. The Land Use Department shall be responsible for administration and enforcement unless otherwise designated by the BOCC.

13.2 CONSTRUCTION, ALTERATION, OR DEMOLITION OF BUILDINGS:

- A. It is unlawful to erect, construct, reconstruct, demolish, or alter any building or structure in violation of this Code, or any amendment hereto adopted or enacted by the BOCC.
- B. Any person, firm or corporation violating this Code or any amendment hereto is subject to the penalties of CRS § 30-28-124 and CRS § 30-28-124.5 as may be amended.
- C. Each day during which such illegal erection, construction, reconstruction or alteration continues shall be deemed a separate offense.

13.3 USE OF BUILDINGS, STRUCTURES OR LAND:

- A. It is unlawful to use any building, structure or land in violation of this Code, or any amendment hereto adopted or enacted by the BOCC.
 - (1) Any person, firm or corporation violating this Code or any amendment hereof is subject to the penalties of CRS § 30-28-124 and CRS § 30-28-124.5 as may be amended.
 - (2) Each day during which such illegal use of any building, structure or land continues shall be deemed a separate offense.
- B. Whenever Staff (including, but not limited to, the County Planner, Building Inspector, Zoning Enforcement Officer or County Attorney) has personal knowledge (it shall be the practice of Ouray County that “personal knowledge” shall mean formal notification) of any violation of this Section, shall give written notice to the

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violator to correct such violation within thirty (10) days after the date of such notice.

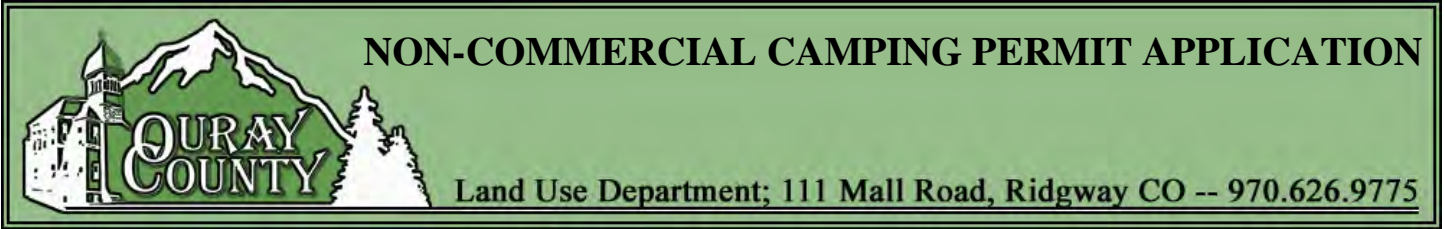
- (1) If the violator fails to correct the violation within such 10 day period, the zoning official may request that the sheriff of the County issue a summons and complaint to the violator, stating the nature of the violation with sufficient particularity to give notice of such charge to the violator.
- (2) The summons and complaint shall require that the violator appear in County Court at a definite time and place stated therein to answer and defend the charge.
- (3) One copy of the summons and complaint shall be served upon the violator by the sheriff in the manner provided by law for the service of a criminal summons.
- (4) One copy each shall be retained by the sheriff and the County zoning official, and one copy shall be transmitted by the sheriff to the Clerk of the County Court.

13.12 BUILDING PERMITS:

- A. Building permits shall be issued in accordance with procedures set forth in the Uniform Building Code, as adopted by the County.
 - (1) No **building** shall be erected, occupied, moved or structurally altered until a permit therefor has been issued by the County Building Inspector and no permit shall be issued unless the proposal is in full accordance with this Code, except in those instances where a lawful variance has been granted by the BOA.
 - (2) All applications for permits shall be accompanied by a drawing showing the location of all existing and proposed improvements, overhead and underground utilities, irrigation and drainage ditches, and all easements in relation to the lot and indicating the height of all structures. No building permit shall be issued within a PUD approved after the date of adoption of this Code without prior notification to the architectural control committee or other internal enforcement body approved under Section 6 of this Code.
- B. The Land Use Staff, where reasonably necessary, may require that recognized experts be employed and special studies be done and submitted before a building permit is issued affecting lands which may contain a geological, wildfire, flood or other hazard, and which may affect persons using the land in question or abutting or otherwise affected lands. The cost of employing such experts and drafting such special reports

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shall be paid by the applicant. The Land Use Staff is not required to accept the findings or conclusions of any experts or special reports.



OURAY COUNTY LONG-TERM, NON-COMMERCIAL CAMPING APPLICATION

SUBJECT PROPERTY INFORMATION:

**A site plan showing property boundaries, any physical improvements, water features, and proposed location of camping structures must be included with the completed application form.*

Parcel # _____ Account # _____
 Site Address: _____ City: _____
 Zip Code: _____ Legal: Town: _____ Range: _____ Qtr. Sections: _____ Section: _____
 Subdivision: _____ Lot/Tract #: _____ Filing/Phase: _____
 Size of Parcel: _____ Directions to site from nearest County Road: _____

Zoning: Alpine / High Mesa / North Mesa / South Mesa / South Slope / Valley

This box (below) must be checked prior to issuance of permit if in a PUD or subdivision:

I acknowledge that I have reviewed the covenants pertaining to the subject property *and* that I have notified the Home Owners Association regarding my plans-intent to camp on the property.

CONTACT INFORMATION:

Owner(s) Name: _____

Mailing Address: _____ City/ST/Zip: _____

Phone: _____ Email Address: _____

Camper(s) Name: _____

Mailing Address: _____ City/ST/Zip: _____

Phone: _____ Email Address: _____

METHOD OF SEWAGE DISPOSAL (Check One):

Portable/Cassette Camping Toilet (includes Campers, RV's, and similar)

- Waste shall be properly disposed of at a minimum regular interval of 14 days (higher frequency may be required depending on number of campers)
- Maintenance records shall be kept on record by owner, and shall be provided to Land Use Staff upon request.

Commercial Porta-Potty Toilet (rental unit maintained by rental company)

- Must provide a copy of the lease agreement and service schedule with this application

- Maintenance records shall be kept on record by owner, and shall be provided to Land Use Staff upon request.

On-site Wastewater Treatment System (OWTS)

- System must be engineered and permitted through Ouray County

CAMPING STRUCTURE (Check One):

Structure not requiring a County Building Permit

- Structures not requiring a County building permit include tents, tipis, tent/folding campers, non-permitted yurts, or other similar structures.

RV/Camper

- RV structures include, but are not limited to, motor homes, hard side campers, and other similar structures, that include waste water holding tanks.

Permitted Structure ~~(with no single family dwelling on the property)~~

- This category includes, but is not limited to, camping cabins, garages, permitted yurts, or other similar structures that have been permitted through the Ouray County Land Use Department, ~~where no single family dwelling is present on the property.~~

~~**Permitted Accessory Structure (with single family dwelling on the property)**~~

- ~~• This category includes, but is not limited to, camping cabins, or other structures that have been permitted through Ouray County where a single family dwelling is present on the property~~

PLEASE READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN!

If approved, this permit will expire on the date listed below as approved. Separate permits are required from Ouray County, if constructing any structure. Additionally, separate permits are required from the State of Colorado for electrical and plumbing installations.

I hereby certify that I have read this application completely and that all information provided is correct to the best of my knowledge. All laws, regulations, and ordinances governing the scope of the project contemplated by this application will be complied with, whether or not specifically described within this application. I understand that providing false or misleading information may result in any permit(s) issued being revoked. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating the scope of the project contemplated by this application.

I understand that this application may be open for public inspection as required by the Colorado Open Records Law (C.R.S. 24-72-202, et seq.) and that my personal information contained on this application may be available to the public for review.

Signature of Property Owner: _____ **Date:** _____

Printed Name of Owner: _____

Signature of Camper: _____ **Date:** _____

Printed Name of Camper: _____

FOR OFFICE USE ONLY:

Land Use Review:

- Parcel or Lot is 3-acres or greater in size
- Fee paid by applicant (**No fee established at this time. 7/2/14*)
- Written permission from Land Owner has been obtained
- Adequate sanitation is available
- No other camping permits issued on parcel in calendar year

APPROVED – PERMIT WILL EXPIRE ON ___ / ___ / _____ PERMIT DURATION: _____

DENIED – SEE NOTES BELOW

* **PLEASE NOTE:** PERMITS ARE GOOD FOR THE DURATION STATED ABOVE, FOR CONSECUTIVE DAYS ONLY. NO MORE THAN 1 NON-COMMERCIAL CAMPING PERMIT MAY BE ISSUED PER YEAR FOR A SPECIFIC LOT OR PARCEL.

Signed: _____ Date: _____

Staff Notes:

NOTE TO USERS OF PERSONAL OR COMMERCIAL PORT-O-POTTY UNITS:

Personal Port-O-Potty

Units shall be maintained in a safe and sanitary condition and shall not create a health hazard. Units shall be serviced ~~emptied~~ on a regular basis ~~and contents emptied~~ into a facility licensed and approved by the CDPHE. All records shall be maintained by the user and shall be provided to County Staff upon request.

Commercial Port-O-Potty

Units shall be maintained in a safe and sanitary condition and shall not create a health hazard. Units shall be serviced on a regular basis by a licensed “systems cleaner” and contents emptied into a facility licensed and approved by the Colorado Department of Public Health and Environment (CDPHE). Units shall be secured with stakes or other approved mechanical means to avoid tipping. All records shall be maintained by the user and shall be provided to County Staff upon request.

PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING

June 26, 2018

CALL TO ORDER

The Chairperson called the meeting to order with Commissioners Emilson, Liske, Nelson, Councilor Hunter, Mayor Clark and Chairperson Canright in attendance. Commissioner Falk was absent.

PUBLIC HEARINGS

1. Application for Deviation to Single-Family Home Design Standards; Location: Sweetwater Subdivision, Lot 2; Address: 216 Sweetwater Drive; Zone: Residential; Applicant: Dickerson Construction, Inc.; Owners: Carol Sherman Barron Revocable Trust and Richard Alan Barron Revocable Trust

Staff Report dated June 26, 2018 presenting background, analysis and staff recommendation prepared by the Town Planner. Letters addressing the deviation request from Eric Dickerson and the Architect.

Town Planner Shay Coburn presented an application for deviation to single family home design standards. She explained the proposed home will be constructed with virtually no overhang and the code requires a minimum overhang of not less than 12". Ms. Coburn reviewed the deviation criteria, letters submitted by the Applicant, compensating design features in the building renditions and shared that she felt that the Applicant did not explain how the criteria has been met for a deviation.

Applicant Eric Dickerson said the primary purpose of the overhang is to protect the siding. The siding for this residence is a commercial product that does not need a protective overhang. Mr. Dickerson also said he understands the regulation is also to ensure that homes are compatible with the surrounding structures and this structure is unique and eclectic.

The Chairperson opened the hearing for public comment and there was none.

There was discussion between the Commission, Applicant and Staff. The Commission agreed there is enough variation in the roof line and wall plane and the design has many compensating features.

ACTION:

Mayor Clark Moved to approve the Deviation to Single-Family Home Design Standards for 216 Sweetwater Drive. Councilor Hunter seconded the motion, and it carried unanimously.

2. Application for Plat Amendment; Location: Willow Creek Trading Subdivision including Drashan Condominiums; Addresses: 167, 171, and 189 North Cora Street, 602, 604, and 610 Clinton Street; Zone: Historic Business; Applicant: Willow Creek Trading Subdivision Parking Maintenance Association, Inc.; Owners: Arapaho Partners LLC, 171 N. Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc.

Staff Report dated June 26, 2018 presenting background, analysis and staff recommendation prepared by the Town Planner.

Mayor Clark recused himself from the hearing due to his affiliation with the Sherbino Theater (Ridgway Chautauqua Society Inc.).

The Town Planner presented an application for Plat Amendment. She explained the proposed amendment is to clarify and reconcile the current shared parking and access area. She also outlined the steps taken for the plat amendment that were through a series of public hearings held October 31, 2017, March 27, 2018 and May 24, 2018. Ms. Coburn further explained that as a result of the previous public hearings the Willow Creek Trading Subdivision is currently charged with providing seven parking spaces. A parking permit system requiring permit holders to park in an off-street space unless spaces are all full is being proposed along with a revised shared parking agreement. The proposal includes improving the shared parking area with the addition of curb stops, striping, the parking space permit signage, protective bollards for existing utilities and improvements, and 11 parking permits for the seven available spaces. She summarized the specific plat note amendments which include a map of the shared parking area to be recorded with the proposed changes. Planner Coburn agreed with the proposed plat amendment changes and noted that drainage issues associated with the 610 building have recently come to light. Coburn suggested resolution of the issue with the Planning Commission's decision for the plat amendment because the drainage issue may impact the timing of the improvements.

Applicant Seth Cagin (171 N. Cora LLC), representing all applicants, said all six property owners are in agreement with the plat changes and offered a resolution to the drainage issue. He explained the complex engineering drainage problem will need to be resolved prior to making the changes in the shared parking area and offered an alternate solution as a condition of the recommendation to the Town Council.

The Commission discussed the drainage issue at length with Staff and the Applicant.

The Chairperson opened the hearing for public comment and there was none.

ACTION:

Councilor Hunter moved to recommend approval of the plat amendment to the Town Council; Location: Willow Creek Trading Subdivision including Drashan Condominiums; Addresses: 167, 171, and 189 North Cora Street; 602, 604, and 610 Clinton Street; Zone: Historic Business; Applicant: Willow Creek Trading Subdivision Parking Maintenance Association, Inc.; Owners: Arapaho Partners LLC, 171 N. Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc., as submitted and proposed in the hearing packet dated June 26, 2018, with all recommendations in the Staff Report dated June 26, 2018. The Town Attorney is required to review it. A Subdivision Improvements Agreement shall be drafted with a close date of one year. An engineering report with the completed estimate of the costs to repair the drainage issue shall be submitted. A majority of the parking lot improvements must be completed with the filing of the amended plat. The parking area will be constructed as proposed, excluding the parking area encumbering Lot 4. The Improvements for Lot 4 will be secured through a Subdivision Improvements Agreement. Commissioner Liske seconded the motion, and it carried unanimously.

Mayor Clark re-entered the public hearing.

OTHER BUSINESS

3. Update on the Master Plan Process

Planner Coburn informed the Commission that approximately 45 community members participated in the focus group meetings, and the online community survey will be available soon. Business cards will be distributed throughout the community with information to encourage participation from the local residents. An information booth will be provided at the River Festival, Concert Series and a link to the survey will be on the Town website. A web page explaining the Master Plan process is on the Town website and it provides a means for residents to say what their interests or concerns are as well.

4. Update on the Downtown Parking Assessment

Draft: *Ridgway Parking Assessment Presentation*, prepared by DHM Design & SET Engineering, dated June 2018

The Town Planner distributed the draft parking assessment presentation for review noting the final report should arrive by the end of June. The draft indicates that currently there is more parking available in the study area than required.

Ridgway resident Richard Hamscher discussed the parking study with the Planning Commission and expressed concerns for diagonal parking in residential zones due to the impacts of growth. Mr. Hamscher also asked for clarification on interpreting the information provided in the study. He was encouraged to participate in the Master Plan process for input about future parking concerns.

APPROVAL OF THE MINUTES

5. Approval of the Minutes from the Meeting of May 29, 2018

ACTION:

Councilor Hunter mover to approve the Minutes from May 29, 2018. Commissioner Liske seconded the motion and it carried unanimously.

ADJOURNMENT

The meeting adjourned at 7:40 p.m.

Respectfully submitted,

Karen Christian
Deputy Clerk