BOARD OF ADJUSTMENTS
MEETING AGENDA
February 17, 2026
Park County Offices
856 Castello Ave., Fairplay
9:00 AM CALL TO ORDER

Video
To join the meeting, click on the link below or copy and paste into your preferred web browser: https://zoom.us/j/632627219?pwd=Q2gvUVEwd0JuQ0R3TE9qWE9LTk9kQT09

Audio
Upon joining the meeting, you will have the option to use either your computer mic and speakers for audio interaction, or participate by phone. If you are not using your computer speakers and mic to interact in the meeting, you may use the dial- option below:

Dial by your location
(669) 900-6833 US (Western US)
(929) 205-6099 US (Eastern US)

Meeting ID: 632 627 219
Password: 04408
For the purpose of an accurate public record, you will need to identify yourself when you enter the meeting and when prompted

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES FROM OCTOBER 29, 2025

VARIANCE CASE A25-0119

Applicant is requesting a 10' setback variance for the rear property line to build an extension onto the existing cabin that replaces the currently existing sheds on 61 Shelton Dr, Bailey.

APPLICANT: Ginnie Larson

Documents:

A25-0119_Packet_Redacted.pdf

VARIANCE CASE A25-0120

Applicant is requesting a 30' setback variance for the front lot line to build a house that meets the wetland setback requirement on 5004 Timberline Terrace, Fairplay.

APPLICANTS: Mark and Jennifer January

Documents:

A25-0120_Packet_Redacted.pdf

VARIANCE CASE A26-0003

Applicant is requesting a 15’ setback variance for the side lot line to build a 30’ x 40’ garage 15’ from the southeast lot line instead of the required 30’ on 420 Ridge Rd, Bailey

APPLICANT: Bruce Breger

Documents:

A26-0003_Packet_Redacted.pdf

VARIANCE CASE A26-0004

Applicant is requesting a 15’ setback variance for the rear lot line to build a shed instead of the required 20’ at 202 Wilkins Rd, Bailey.

APPLICANT: David Blau

Documents:

A26-0004 Staff Report and Application_Redacted.pdf

ADJOURNMENT OF PUBLIC MEETING

Any further information can be obtained at:
Park County Planning Department
856 Castello Ave
Fairplay, CO. 80440
(719) 836-4292
planning.zoning@parkcountyco.gov

PARK COUNTY BOARD OF ADJUSTMENT
PLANNING DEPARTMENT STAFF REPORT
Hearing date: Tuesday, February 17, 2026

Prepared on:	February 9, 2026
Prepared by:	Kay Wolf, Planner II
Case number:	A25-0119
Subject:	Shelton Dr Variance
Request:	The applicant is requesting a variance of 10 ft to the rear lot line setback and a continued variance of 6.5 ft from the side lot setback to build an extension on an existing non-conforming building.

Application summary

Applicant/s:	Ginnie Larson
Owner/s:	Ginnie Larson
Location:	Tract in SE ¼ of T06 R73 S26 SE4, also known as LOT 1 ROYALS, addressed as 61 Shelton Dr, Bailey
Current zone district:	Residential
Surrounding zoning:	Residential
Lot size:	0.23 acres
Proposed use:	Extend existing building to include a bedroom and bathroom

Background

The current owner purchased the property in 2022, with an existing dry cabin built in the 1930s and the sheds likely built at a similar time. Larson has plans to install a well, a septic system, and expand the existing building to include both a bathroom and a bedroom.

Land Use Regulations and Strategic Master Plan

Each of the standards for approval of a variance (LUR Section 3-1-3.100) is addressed below.

1. **A strict application of the Resolution causes peculiar and exceptional practical difficulties or exceptional and undue hardship by reason of exceptional narrowness, shallowness, or shape of a specific piece of land or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the land:**

   The small lot size, the location of the existing structure, and the slope of the land underneath the existing cabin force any extension to be built toward the rear of the lot. To fit both a reasonably sized bedroom and bathroom, a 10-ft variance is needed.

2. **The applicant provided reasonable and adequate evidence that the variance request is not a self-imposed hardship that can be rectified by means other than relief through a variance:**

The above restrictions (lot size, locations of existing structures, and the slope of the land underneath the building) are unreasonable to require changing or working around.

3. **There exists no substantial detriment to any neighbor or to the public by the granting of the variance:**

   Structures already exist within the setback boundaries (current cabin and sheds) and the neighbors' buildings are over 100 feet away.

4. **The intent and purpose of the regulation being varied is not substantially impaired or defeated by the granting of the variance.**

   Setbacks are intended to protect health and safety (septic, well, fire) and to minimize impacts to adjacent properties. As current structures extend past setbacks more than variance requested and other structures are far away from proposed variance, the requested variance is in alignment with the intent of the setback regulations.

Impact analysis

Given that current structures exist within the setbacks and the nearest other structures are over 100 ft away from the proposed addition, no impacts are anticipated.

Referral responses

None

Staff recommendation

Based on the foregoing, staff recommends approval with no conditions.

PARK COUNTY APPLICATION FOR
VARIANCE
NON-REFUNDABLE APPLICATION FEE: $700

All applicants must submit one complete application and attend a pre-application conference with the Park County Planning Department Staff seven (7) to ten (10) working days prior to the application submittal deadline.

If you have questions regarding this form please contact the Planning Department by phone at (719) 836-4292, or e-mail planning.zoning@parkcountyco.gov, fax (719) 836-4351, or write to us at P.O. Box 1598 Fairplay, CO 80440.

A. APPLICANT AND OWNERSHIP INFORMATION

Applicant's Name: Ginnie Larson

Mailing Address: 6255 Cornell Ct.

City: Highlands Ranch State: CO Zip: 80130

Email Address: [redacted]

Telephone (work)_____ (home) [redacted] (fax)_____

Owner's Name: Ginnie Larson

Mailing Address: 6255 Cornell Ct., Highlands Ranch, CO 80130

Telephone No.: [redacted]

B. PROPERTY INFORMATION

Complete Legal Description of Property Proposed for the Variance (attach additional page, if necessary):

~~T06 R73 S26 SE4 TR IN SE4 26-6-73 AKA LOT 1 ROYALS~~

Street Address of Property: 61 Shelton Dr., Bailey, CO 80421

Property's Total Acreage: 0.23

Current Zone District of Property: _____

Proposed Zone District of Property: _____

For County Use Only
Planning Department Confirmation of Current Zone District:
District: Residential
~~16449~~ 15611
Kay Wolf
Print Full Name

Requirements for a Variance
Article III, Division 1, Section 3-100

C. APPLICATION REQUIREMENTS

	For County Use Only: Initial Receipt of the Required Information
1. Application Fee. An application fee in the amount of $700 must be paid at the time of submission of the application. Make the check or money order to the Park County Planning Department. The fee pays for the typical cost to the County to process the application. Any additional costs that may occur are the applicant's responsibility.	(1.) RV
2. Tax receipt-showing payment of current taxes. This can be obtained at the Park County Treasurer's office.	(2.) RV
3. Proof of ownership in the form of a recorded Warranty Deed. This can be obtained at the Park County Clerk and Recorders office.	(3.) RV
4. A legal description of the property proposed for the Variance prepared by a licensed Colorado land surveyor.	(4.) RV
5. A list of names and mailing addresses of all owners of adjacent property to the property subject to the proposed Variance, this information is at Park County Assessor's Office.	(5.) Staff.
6. A vicinity map of where the proposed property is located within Park County.	(6.) Staff.
7. A site plan drafted at a commonly used engineering scale with clear indication how the variance relates to the affected land with the following information:	(7.) RV
a. Name and address of the owner;	(7a.)
b. Date of preparation, map scale, and north arrow;	(7b.)
c. Lot dimensions, total acreage, and points of access to the property, internal roads and trails. The map must illustrate how access is obtained from the property subject to variance to the nearest county road or highway;	(7c.)
d. Natural features of the property subject to variance including, wetlands, floodplain, riparian areas, water bodies, rock outcroppings, significant vegetation, geological or other hazards, and slopes greater than twenty-five percent (25%);	(7d.)
e. Utility systems including existing and proposed water wells, sewer systems, electric services, and natural gas;	(7e.)
f. The dimensions, height and setbacks of all existing and proposed structures.	(7f.)
g. A clear illustration or description of the proposed variance, using shading, crosshatching, or highlighting, to accurately illustrate the proposal.	(7g.)
8. The property must be clearly identified with the address and posted according to the Park County address requirements (attached).	(8.) RV

9. Letters of consent to alter or vacate utility easements from all public utilities serving the site, if applicable

10. A written description identifying the specific provision of the Land Use regulations that the owner seeks to vary and the extent to which the provision is proposed to be varied or modified.

11. A written description of the reasons justifying the variance detailing how the standards for approval of the variance provided by Section 3-100(B) are met or satisfied.

12. Any other information that are judged necessary by the Planning staff to ensure compliance with the Standards for Approval.

Note: Refer to Park County Land Use Regulations Article III, Standards for Approval of Variance.

For County Use Only: Initial Receipt of the Required Information
(9.) n/a
(10.) [signature]
(11.) [signature]
(12.) n/a.

D. APPLICANT AND LANDOWNER SIGNATURES:

The undersigned applicant and landowner hereby verify and affirm that the information contained in this application is complete and accurate. The undersigned applicant and landowner understands and acknowledges that the submission of inaccurate and incorrect information may result in the denial or rejection of the application and/or result in the invalidation of any approvals issued by Park County, Colorado.

Applicant: Signed: _____
Print name: ~~Ginnie Larson~~
If company, state Title/Position: _____

Owner: Signed: _____
Print name: ~~Ginnie Larson~~
If company, state Title/Position: _____

E. VERIFICATION OF DATE OF DELIVERY OF APPLICATION

This application was submitted to the Park County Planning Department on the following date and time:

December 11, 2025
Month Day Year

For County Use Only:
Verification of Date of Delivery and County Receipt of Application
Date: 12.11.2025
Print Name: Kay. Wolf

Payment of the Applicant Fee was made by:

_____ Personal Check # 2481 Amount $ 700.00
_____ Cash Amount $ _____
_____ Other _____ Amount $ _____

APPLICANT MUST ATTEND THE HEARING. IF A REPRESENTATIVE ATTENDS THE HEARING ON BEHALF OF THE APPLICANT, A NOTARIZED LETTER OF CONSENT MUST ACCOMPANY THE APPLICATION.

ALL BOARD OF ADJUSTMENT HEARINGS WILL BE SCHEDULED FOR THE SECOND WEDNESDAY OF EVERY MONTH. IF A QUORUM IS NOT AVAILABLE, THE HEARING WILL BE SCHEDULED THE NEXT AVAILABLE DATE.

APPENDIX C

AFFIDAVIT OF UNDERSTANDING

I, Ginnie Larson, the undersigned applicant, hereby acknowledge and agree to the following terms and conditions related to the submission of my application to the Park County Development Services Department.

1. ACKNOWLEDGMENT OF APPENDIX C REQUIREMENTS: I understand that, pursuant to Appendix C – Development Review Fees of the Park County Land Use Regulations, all application fees are non-refundable once an application has been received by the County, regardless of its status or outcome.

2. RESPONSIBILITY FOR COMPLETENESS: I acknowledge that it is solely my responsibility to ensure that all required materials, forms, maps, and supporting documentation are submitted in full compliance with the applicable Land Use Regulations and departmental procedures.

3. INCOMPLETE, WITHDRAWN, OR DENIED APPLICATIONS: I understand that any application that is incomplete, withdrawn, or denied—whether administratively or by action of the Board of County Commissioners—shall not be eligible for reimbursement, credit, or transfer of any portion of the fee paid. Any subsequent or corrected submittal shall constitute a new application and require payment of the applicable fee as set forth in Appendix C.

4. CERTIFICATION: I affirm that I have read and fully understand this affidavit and the non-refundable nature of the application fee as described in Appendix C. I further acknowledge that this affidavit shall be retained as part of the official record of my application.

Applicant Name: Ginnie Larson
Mailing Address: 6255 Cornell Ct., Highlands Ranch CO 80130
Project Name / Type: 61 Shelton Dr Cabin Addition Variance

Signature of Applicant NOTARIZED THIS SIGNATURE

Ginnie Larson
Print Name

STATE OF Colorado)
) ss.
COUNTY OF Park)

GEORGIA COMSTOCK
Notary Public
State of Colorado
Notary ID # 20204023454
My Commission Expires 07-07-2028

Acknowledged before me this 11 day of Dec, 20 25 by GINNIE LEE LARSON

Notary Public Witness my hand and official seal. My Commission Expires: 07/07/2028

StatementOfTaxesDue

Account Number R0015611
Assessed To

Parcel 15611
LARSON GINNIE LEE
6255 CORNELL CT
HIGHLANDS RANCH, CO 80130-4146

Legal Description
T06 R73 S26 SE4 TR IN SE4 26-6-73 AKA LOT 1 ROYALS

Situs Address
61 SHELTON DR BAILEY 80421

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	$475.60	$0.00	$0.00	($475.60)	$0.00
Total Tax Charge					$0.00
Grand Total Due as of 11/30/2025					**$0.00**

Tax Billed at 2024 Rates for Tax Area 0005 - Platte Canyon Fire

Authority	Mill Levy	Amount
PARK COUNTY	13.8177000*	$111.11
PARK COUNTY ROAD AND BRIDGE	0.5140000	$4.13
SCHOOL DISTRICT RE-1	24.9290000	$200.43
RE-1 BOND	4.5060000	$36.23
UPPER SOUTH PLATTE WATER	0.0920000*	$0.74
CENTER OF COLO WTR CON DIST	1.0000000	$8.04
PLATTE CANYON FIRE	14.2940000	$114.92
Taxes Billed 2024	59.1527000	$475.60

* Credit Levy

Values	Actual	Assessed
SINGLE FAMILY LAND	$38,154	$2,560
SINGLE FAMILY IMP	$136,846	$9,170
Total	$175,000	$11,730

AMOUNTS SHOWN ARE CORRECT AT THE TIME OF PRINTING.
ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER AUGUST 1.
TAX LIEN PAYMENTS:
1. MUST BE PAID BY CASH, CASHIERS CHECK, MONEY ORDER OR ONLINE AT WWW.PARKCO.US/TREASURER.
2. PLEASE PUT "ATTN:TAX LIEN" ON THE OUTSIDE OF THE ENVELOPE.
3. MUST BE RECEIVED IN THE OFFICE BY THE ABOVE DUE DATE. POSTMARKS NOT ACCEPTED.
4. PAYMENTS WILL ONLY BE ACCEPTED FROM THE OWNER, HIS AGENT OR ANY OTHER PERSON HAVING A LEGAL OR EQUITABLE CLAIM AGAINST THE PROPERTY PER STATUTE CRS 39-12-103

Park County Treasurer
P.O. Box 638, Fairplay CO 80440
(719)-836-4334

790691 3/16/2022 2:58 PM Debra A Green
1 of 2 R$18.00 D$17.50 Park County Clerk

Order No.: 360-F01769-22

FNTC

Doc Fee: $17.50

SPECIAL WARRANTY DEED

THIS DEED, Made this 15th day of March, 2022, between

Joseph Anthony Gentilli, III

grantor(s), and

Ginnie Lee Larson and

whose legal address is **6255 Cornell Ct., Highlands Ranch, CO 80130**

grantees:

WITNESS, That the grantor(s), for and in consideration of the sum of **One Hundred Seventy-Five Thousand And No/100 Dollars ($175,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Park, State of COLORADO, described as follows:

That part of the SE1/4 of Section 26, T6S, R73W of the 6th P.M., Park County, Colorado, more particularly described as follows: Lot No. 1, described as follows: Beginning at Cor. No. 1, the SE corner, located in line 3-4 of Lot No. 100; running thence N78° W, passing Cor. No. 3 of Lot No. 100 at 42.2 ft., 100 feet to Corn. No. 2; thence N12° E 100 feet to Cor. No. 3; thence S78° E 100 feet to Cor. No. 4; the NE corner; thence S12° W 100 feet to Cor. No. 1, the place of beginning.
County of Park, State of Colorado.

also known by street and number as **61 Shelton Drive, Bailey, CO 80421-1320**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

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

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

GRANTOR:

Joseph Anthony Gentilli, III

SPECIAL WARRANTY DEED
(continued)

STATE OF COLORADO

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 14th day of March, 2022, by Joseph Anthony Gentilli, III.

Notary Public

My Commission Expires: 07/31/23

(SEAL)

STEPHANIE NYLUND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194028779
MY COMMISSION EXPIRES JULY 31, 2023

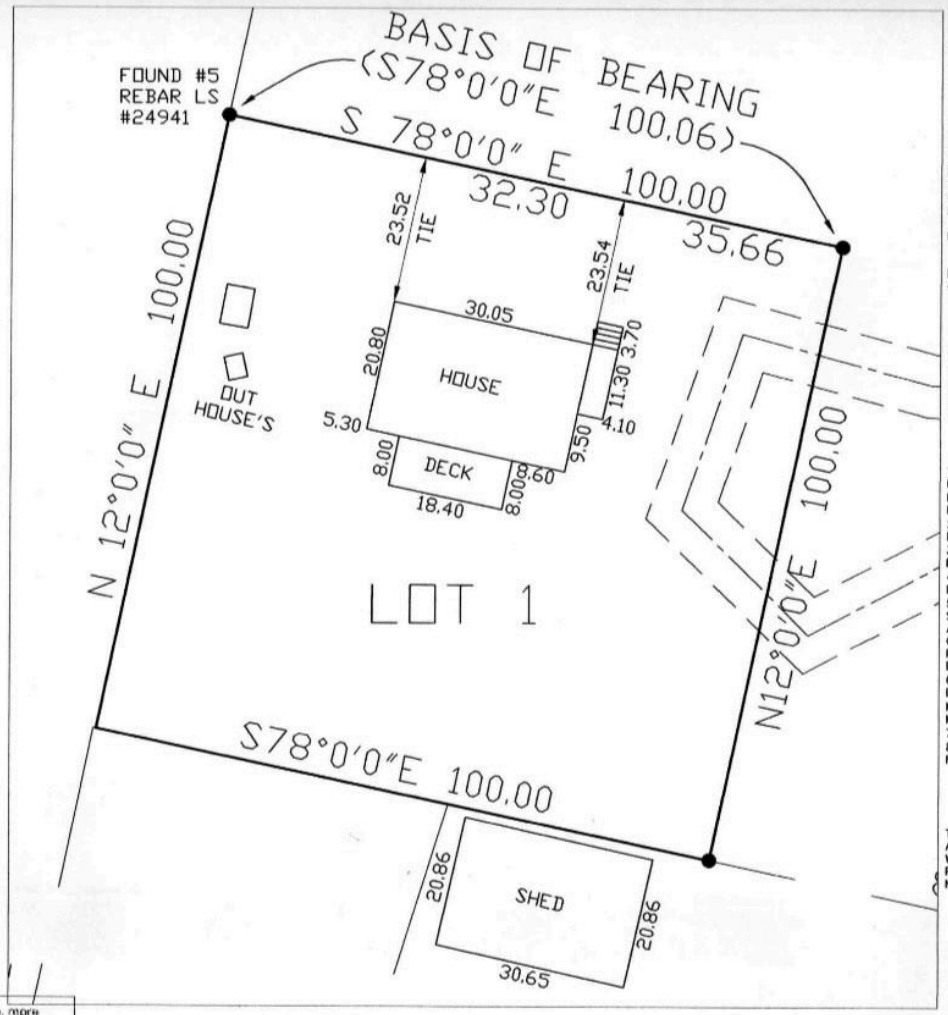
S:\2025\282 ROYALS LOT 1\LOT 1.dwg, Layout1, 09/10/2025 08:35:02 AM, 10.98499, Burnett Land Surveying, Fairplay, CO

LEGEND

- ● INDICATES FOUND NO. 5 REBAR WITH 1 1/2" ALUMINUM CAP, LS 26960 OR AS NOTED
- ( ) INDICATES FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.
- ■ INDICATES SET #5 REBAR 18" LONG 1 1/2", YELLOW PLASTIC CAP, LS 11944
- —X—X— INDICATES FENCING

ALL TIES ARE PERPENDICULAR TO PROPERTY LINES

DRIVEWAY DETAIL



PROPERTY DESCRIPTION

That part of the SE1/4 of Section 26, T6S, R73W of the 6th P.M., Park County, Colorado, more particularly described as follows: Lot No. 1, described as follows: Beginning at Cor. No. 1, the SE corner, located in line 3-4 of Lot No. 100; running thence N78° W, passing Cor. No. 3 of Lot No. 100 at 42.2 ft., 100 feet to Corn. No. 2; thence N12° E 100 feet to Cor. No. 3; thence S78° E 100 feet to Cor. No. 4, the NE corner; thence S12° W 100 feet to Cor. No. 1, the place of beginning. County of Park, State of Colorado.

also known by street and number as **61 Shelton Drive, Bailey, CO 80421-1320**

SCALE

20 0 10 20 40

SCALE: 1"= 20'

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR GINNIE LARSON, THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING OR OTHER FUTURE IMPROVEMENT LINES.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, SEPTEMBER 9, 2025, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

DATED THIS 10 DAY OF Sept 2025

Thomas Burnett

PROFESSIONAL LAND SURVEYOR, COLO. LICENSE NO. 11944

N O T I C E: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST 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 CERTIFICATION SHOWN HEREON.

NOTES:

1) THE BASIS OF BEARING IS THE ASSUMED BEARING OF A LINE FROM THE NORTH EAST CORNER TO THE NORTH WEST CORNER OF LOT 1 AS BEING S78°00'00"E WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
2) CLIENT DID NOT WANT RIGHT-OF-WAYS AND EASEMENTS RESEARCHED AND SHOWN.
3) **THE PURPOSE OF THIS SURVEY IS TO PROVIDED IMPROVEMENT LOCATION CERTIFICATE**
4) MEASUREMENTS SHOWN IN PARENTHESIS ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
5) CERTIFICATION NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE, THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION, AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.
6) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
7) ALL DIMENSIONS ARE IN U.S. SURVEY FEET.
8) LEGAL DESCRIPTION FROM DEED FOR THIS PROPERTY IS RECORDED AT REC. NO.790691

TITLE COMMITMENT NOTES:

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THE RECORD INFORMATION, WHICH IS REFERENCED HEREON, IS THE RESULT OF RESEARCH PERFORMED BY BURNETT LAND SURVEYING, INC., AND IS NOT NECESSARILY COMPLETE OR CONCLUSIVE.

N

IMPROVEMENT LOCATION CERTIFICATE

LOT 1, THE ROYALS

PARK COUNTY, COLORADO

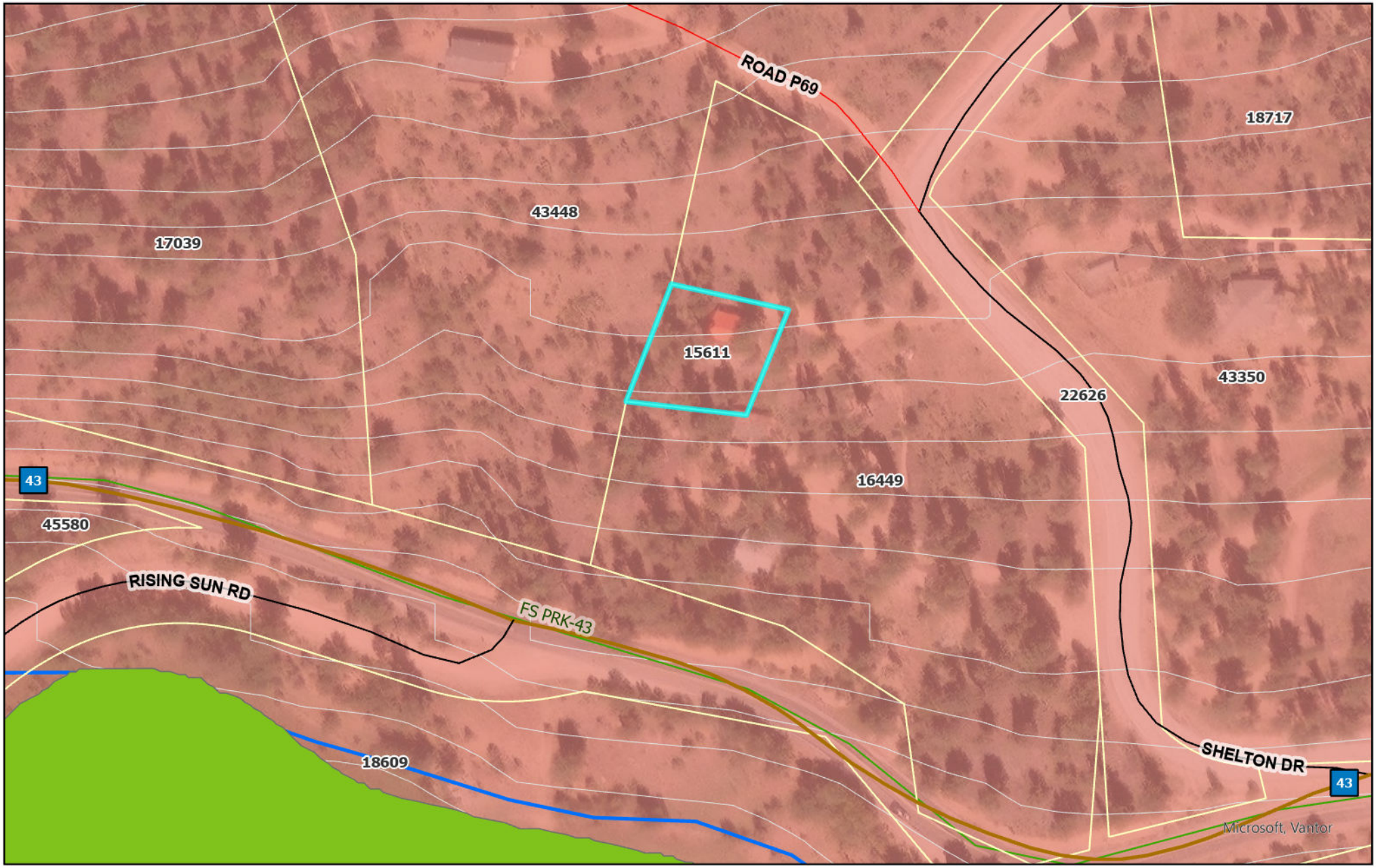
SEC.26 T.6S. R.73W. 6th P.M.

BURNETT LAND SURVEYING, INC.
P.O. BOX 1953, 351 HWY 285, STE 104
FAIRPLAY, COLORADO 80440
(719) 836-1425

ADDRESS: 61 SHELTON DRIVE	
DATE: SEPTEMBER 9, 2025	OWNER:
SCALE: 1"=20'	LARSON
DRAWN BY: BTD	
REVISED: SEPTEMBER 10, 2025	
JOB NO. 2025-282	

Pye Beverly E
993 Rd P-69,
Bailey, CO 80421

Deerside Project LLC
PO Box 1551
Conifer, CO 80433



County Rd
Local Rd
Private Rd
State Hwy

US Hwy
Parcels
Freshwater Emergent Wetland

Freshwater Forested/ Shrub Wetland
Freshwater Pond
Riverine
Forest Service Roads

Flood Hazard
10ftContour
Residential

N

Park County Planning & Zoning

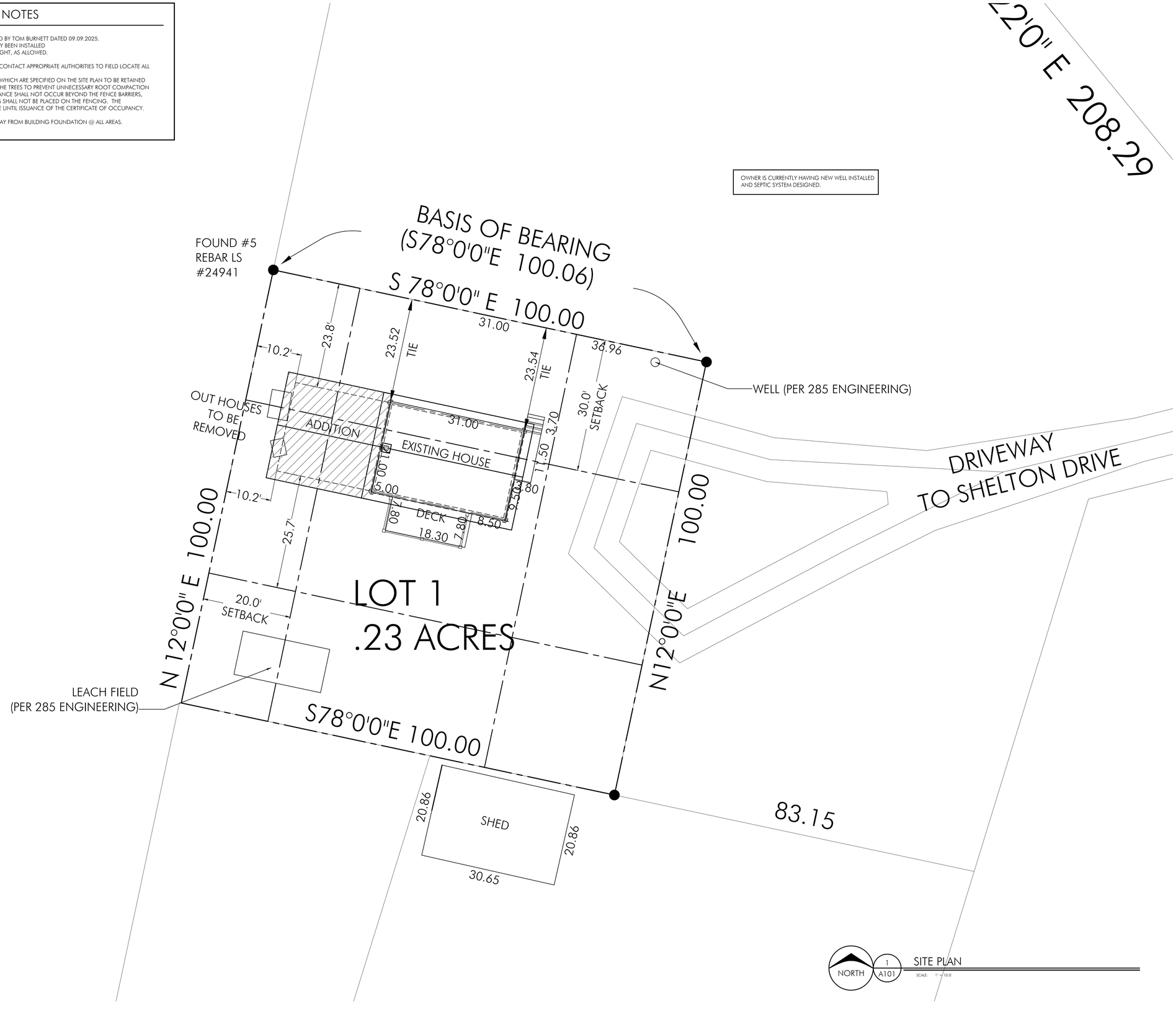
This map and the data displayed are not survey quality and should not be used for any legal purpose(s)

0 50 100 200 300 400 Feet

SITE NOTES

1) ORIGINAL TOPOGRAPHY AND BOUNDARY SURVEYED BY TOM BURNETT DATED 09.09.2025.
2) INDIVIDUAL SEWAGE DISPOSAL SYSTEM HAS ALREADY BEEN INSTALLED
3) PROVIDE FOUNDATION PERIMETER DRAIN TO DAYLIGHT, AS ALLOWED.
4) DRIVEWAY HAS ALREADY BEEN INSTALLED
5) UTILITY LOCATIONS ARE SHOWN APPROXIMATELY. CONTACT APPROPRIATE AUTHORITIES TO FIELD LOCATE ALL UTILITIES PRIOR TO EXCAVATION.
6) CONTRACTOR SHALL IDENTIFY ALL EXISTING TREES, WHICH ARE SPECIFIED ON THE SITE PLAN TO BE RETAINED BY ERECTING TEMPORARY FENCE BARRIERS AROUND THE TREES TO PREVENT UNNECESSARY ROOT COMPACTION DURING CONSTRUCTION. CONSTRUCTION DISTURBANCE SHALL NOT OCCUR BEYOND THE FENCE BARRIERS, AND DIRT AND CONSTRUCTION MATERIALS OR DEBRIS SHALL NOT BE PLACED ON THE FENCING. THE TEMPORARY FENCE BARRIERS ARE TO REMAIN IN PLACE UNTIL ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
7) REVEGETATE ALL DISTURBED AREAS.
8) FINISH GRADE TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING FOUNDATION @ ALL AREAS.

OWNER IS CURRENTLY HAVING NEW WELL INSTALLED AND SEPTIC SYSTEM DESIGNED.



NORTH 1 A101 SITE PLAN
SCALE: 1" = 10.0'

EQUILIBRIUM ARCHITECTURE Inc.
211 Highway 24
P.O. Box 671
Buena Vista, CO 81211
970.485.0100
www.equilibriumarchitecture.com

STATE OF COLORADO
WILLIAM T. CRAGO
ARC-400218
12.18.2025
LICENSED ARCHITECT

LARSON RESIDENCE ADDITION

61 SHELTON DRIVE
BAILEY, PARK COUNTY, CO

PROJECT # 2506

ISSUE:

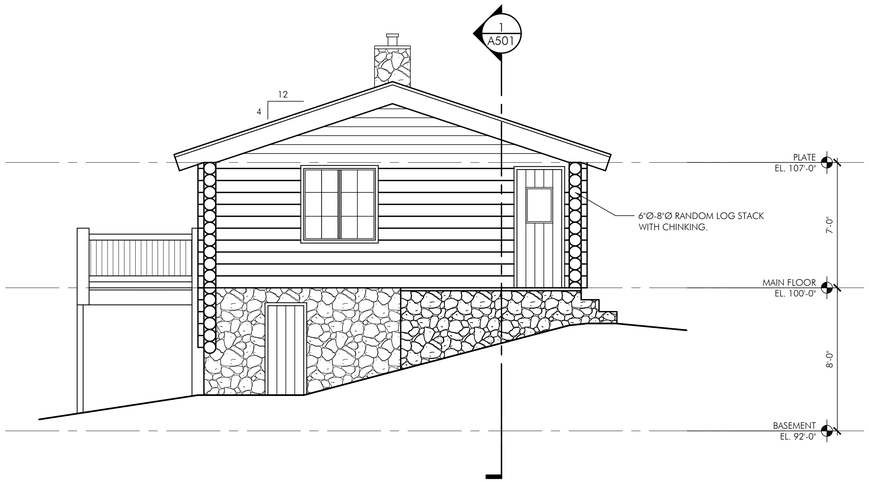
PRELIMINARY	09.07.2025
PROGRESS	11.12.2025
DESIGN DEV.	11.19.2025
VARIANCE	12.03.2025
BUILDING PERMIT	12.18.2025

SITE PLAN

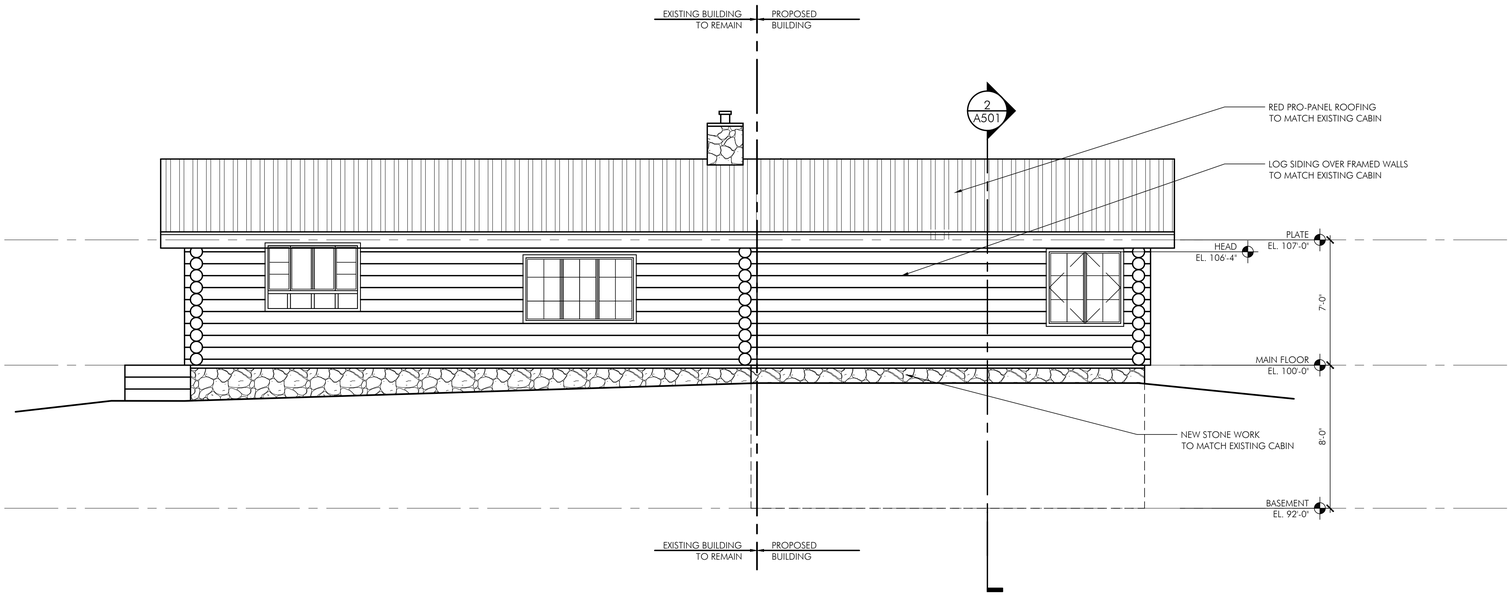
A101

FILE NAME: A101 DATE: 12.18.2025 PLOT STYLE TABLE: EARTHICK LAYOUT: LAYOUT1

EQUILIBRIUM ARCHITECTURE Inc.
211 Highway 24
P.O. Box 671
Buena Vista, CO 81211
970.485.0100
www.equilibriumarchitecture.com



1 A401 PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 A401 PROPOSED NORTH ELEVATION
SCALE: 1/4" = 1'-0"

STATE OF COLORADO
WILLIAM T. CRAGO
ARC-400218
12.18.2025
LICENSED ARCHITECT

LARSON RESIDENCE ADDITION

61 SHELTON DRIVE
BAILEY, PARK COUNTY, CO

PROJECT # 2506

ISSUE:

PRELIMINARY	09.07.2025
PROGRESS	11.12.2025
DESIGN DEV.	11.19.2025
VARIANCE	12.03.2025
BUILDING PERMIT	12.18.2025

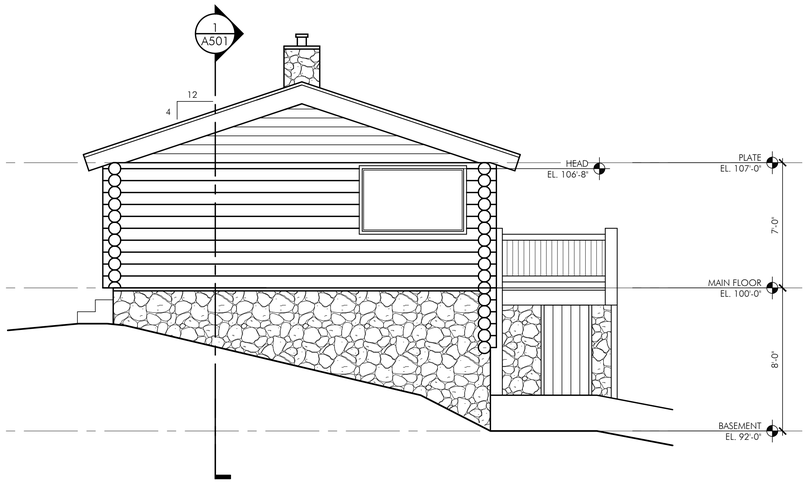
PROPOSED ELEVATIONS

A401

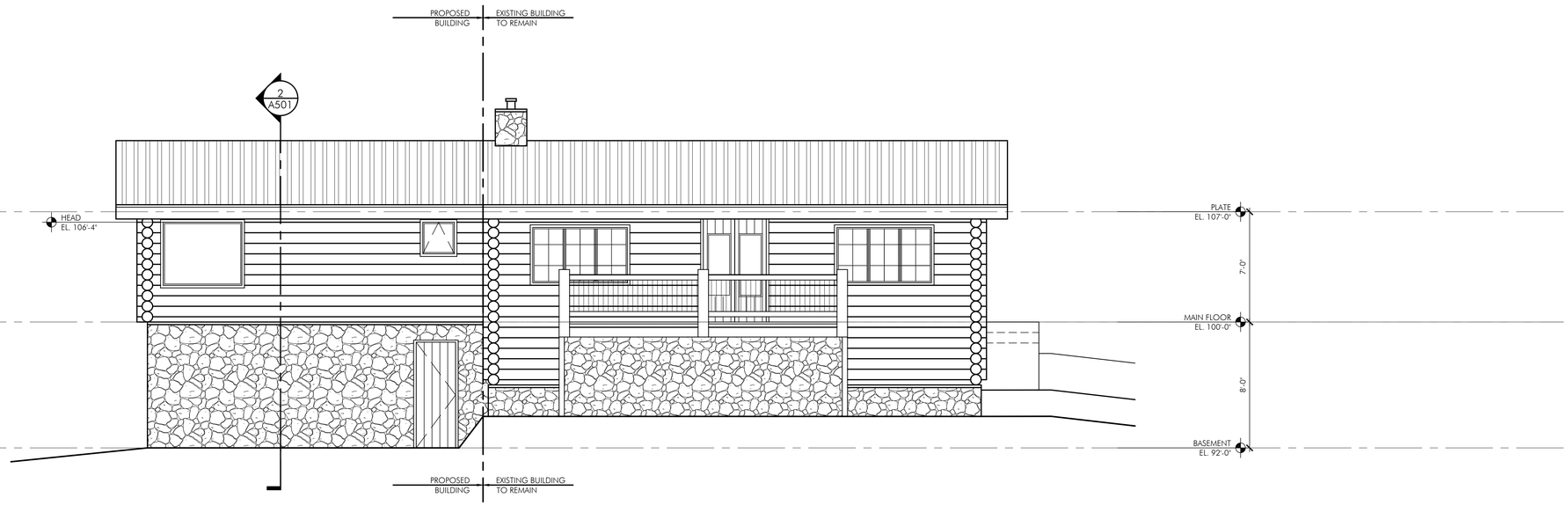
FILE NAME: A401 DATE: 12.18.2025 PLOT STYLE TABLE: EATHICK LAYOUT: LAYOUT1

EQUILIBRIUM ARCHITECTURE Inc.
211 Highway 24
P.O. Box 671
Buena Vista, CO 81211
970.485.0100
www.equilibriumarchitecture.com

STATE OF COLORADO
WILLIAM T. CRAGO
ARC-400218
12.18.2025
LICENSED ARCHITECT



1 A402 PROPOSED EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 A402 PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

FILE NAME: A401 DATE: 12.18.2025 PLOT STYLE TABLE: EATHICK LAYOUT: LAYOUT1

LARSON RESIDENCE ADDITION

61 SHELTON DRIVE
BAILEY, PARK COUNTY, CO

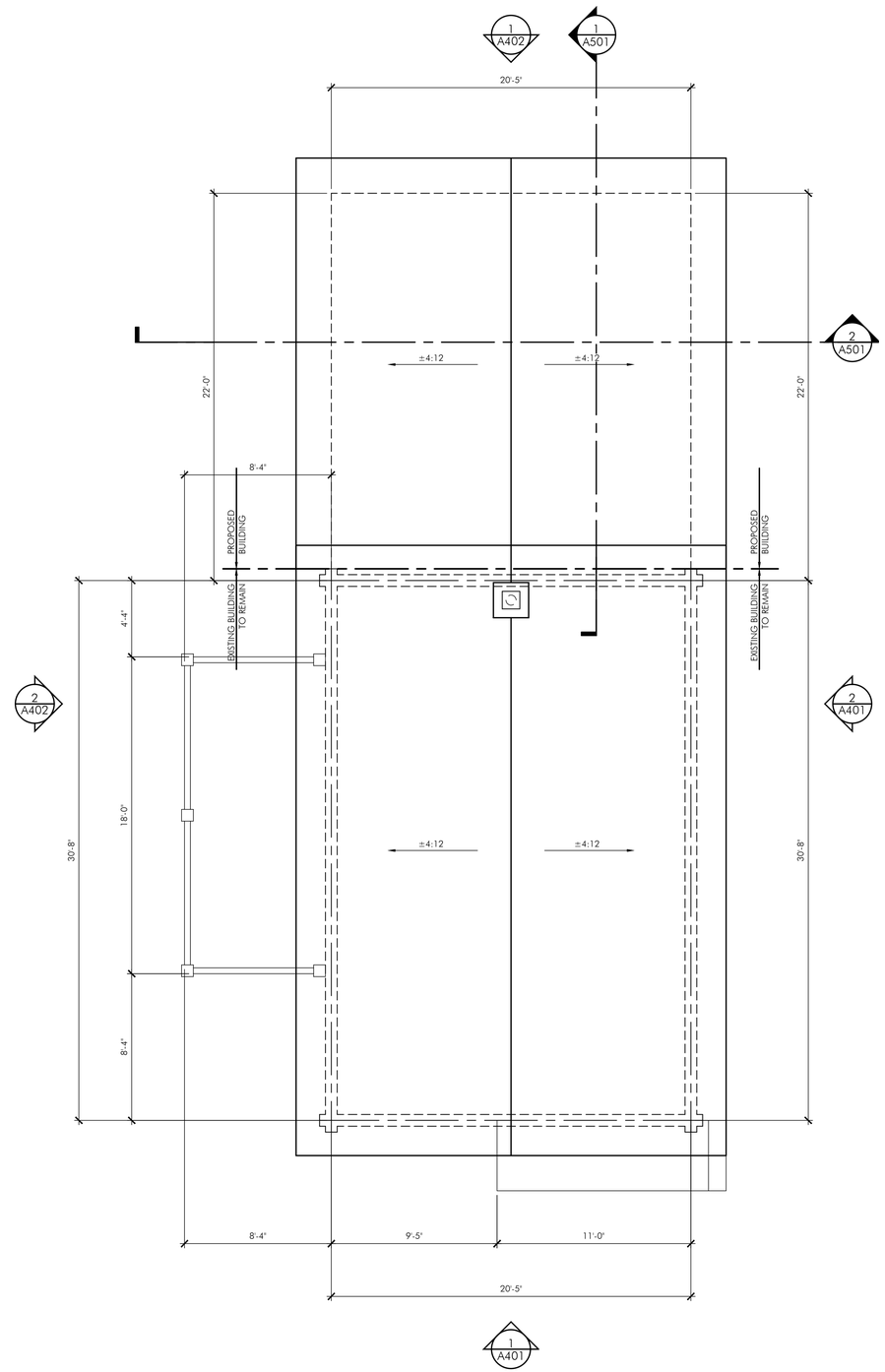
PROJECT # 2506

ISSUE:

PRELIMINARY	09.07.2025
PROGRESS	11.12.2025
DESIGN DEV.	11.19.2025
VARIANCE	12.03.2025
BUILDING PERMIT	12.18.2025

PROPOSED ELEVATIONS

A402



1 A301 PROPOSED ROOF PLAN

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

FILE NAME: X001 DATE: 12.18.2025 PLOT STYLE TABLE: EARTHCK LAYOUT: LAYOUT1

EQUILIBRIUM ARCHITECTURE Inc.

211 Highway 24
P.O. Box 671
Buena Vista, CO 81211
970.485.0100
www.equilibriumarchitecture.com

STATE OF COLORADO
WILLIAM T. CRAGO
ARC-400218
12.18.2025
LICENSED ARCHITECT

LARSON RESIDENCE ADDITION

61 SHELTON DRIVE
BAILEY, PARK COUNTY, CO

PROJECT # 2506

ISSUE:

PRELIMINARY	09.07.2025
PROGRESS	11.12.2025
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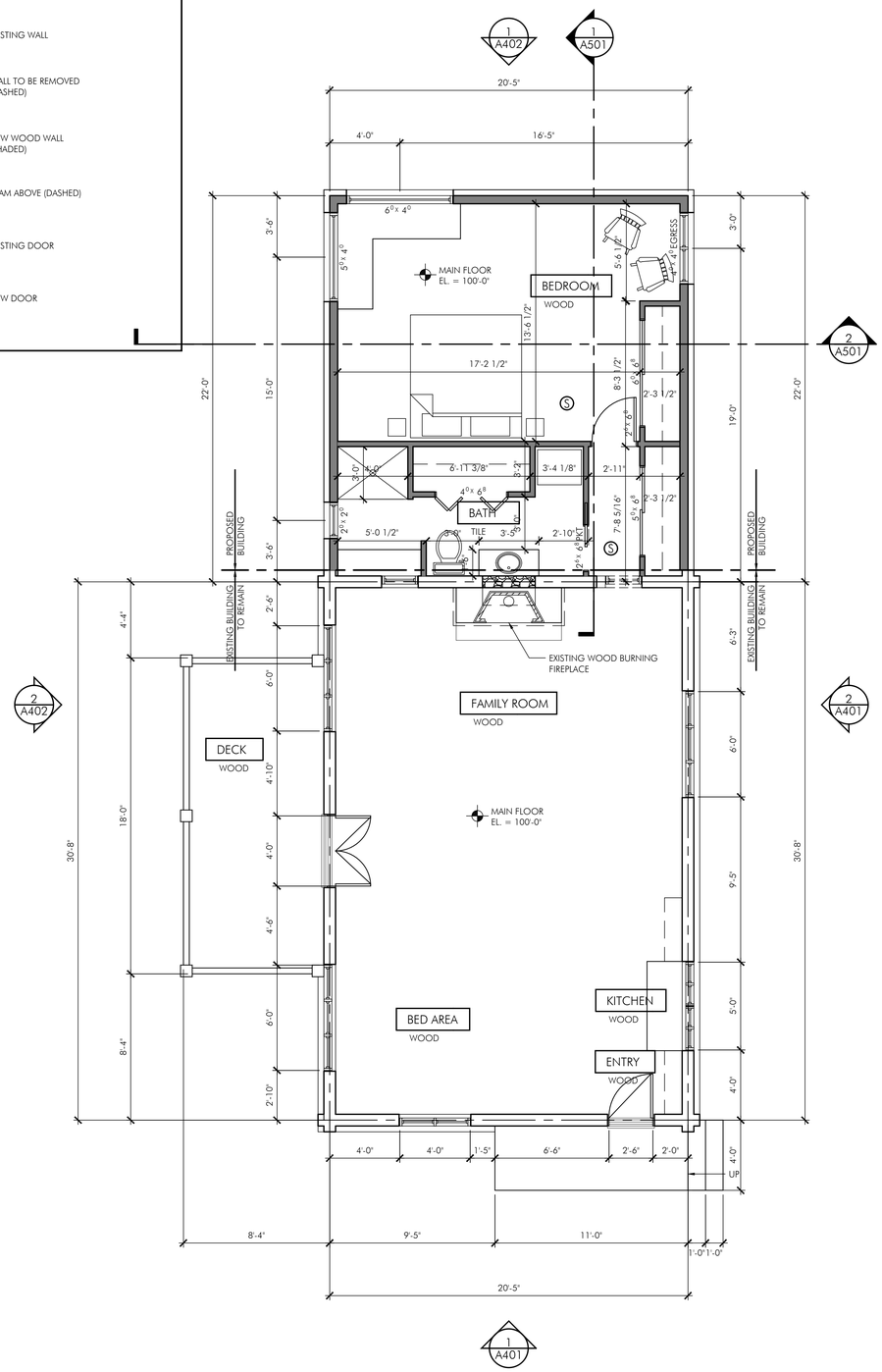
VARIANCE	12.03.2025
BUILDING PERMIT	12.18.2025

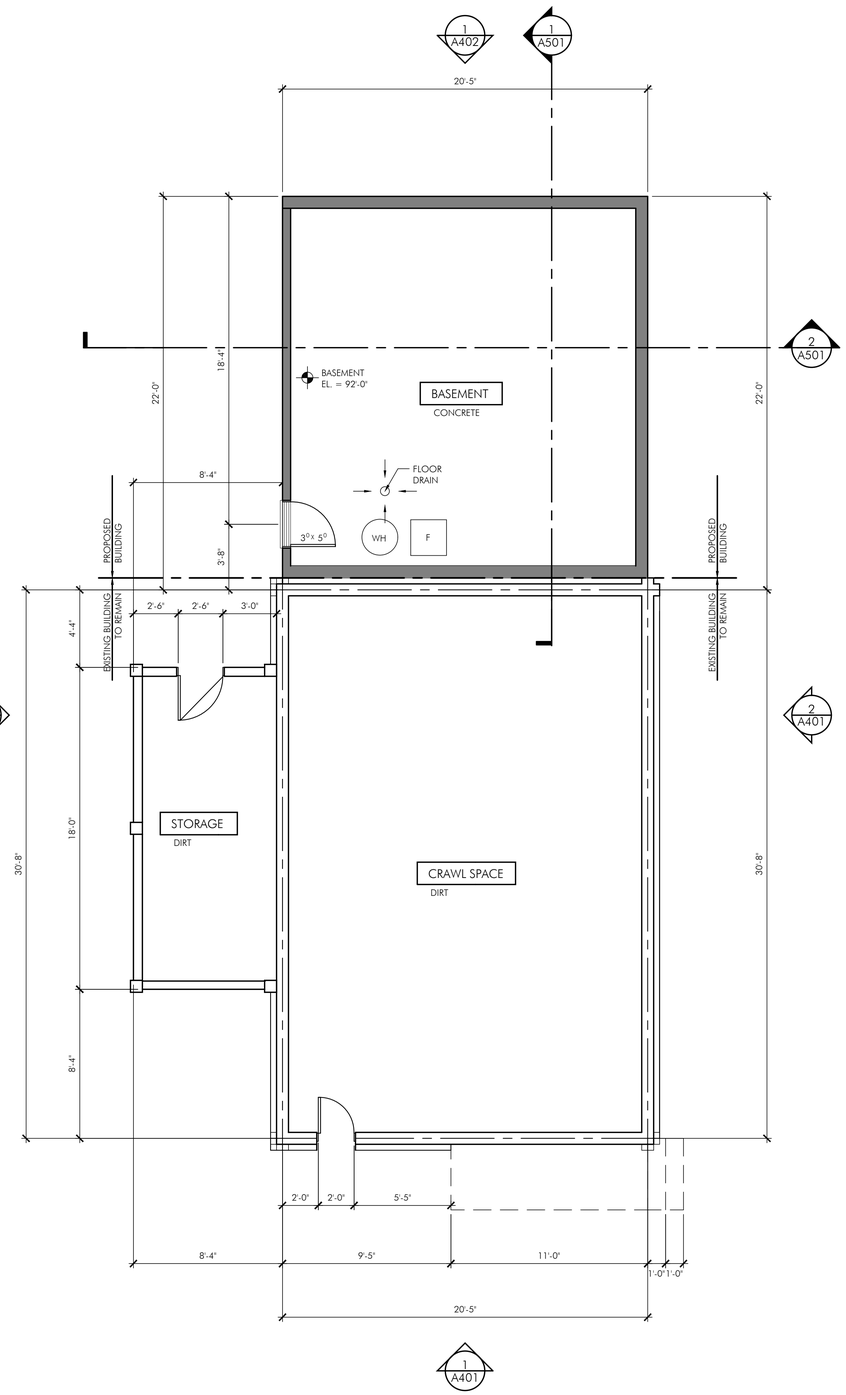
PROPOSED ROOF PLAN

A301

PLAN LEGEND

- EXISTING WALL
- WALL TO BE REMOVED (DASHED)
- NEW WOOD WALL (SHADED)
- BEAM ABOVE (DASHED)
- EXISTING DOOR
- NEW DOOR





1 A201 PROPOSED MAIN FLOOR PLAN
SCALE: 1/4" = 1'-0"

1 A201 PROPOSED MAIN FLOOR PLAN
SCALE: 1/4" = 1'-0"

FILE NAME: 2001 DATE: 12.18.2025 PLOT STYLE TABLE: EATHICK LAYOUT: LAYOUT1

EQUILIBRIUM ARCHITECTURE Inc.
211 Highway 24
P.O. Box 671
Buena Vista, CO 81211
970.485.0100
www.equilibriumarchitecture.com

STATE OF COLORADO
WILLIAM T. CRAGO
ARC-400218
12.18.2025
LICENSED ARCHITECT

LARSON RESIDENCE ADDITION

61 SHELTON DRIVE
BAILEY, PARK COUNTY, CO

PROJECT # 2506

ISSUE:

PRELIMINARY	09.07.2025
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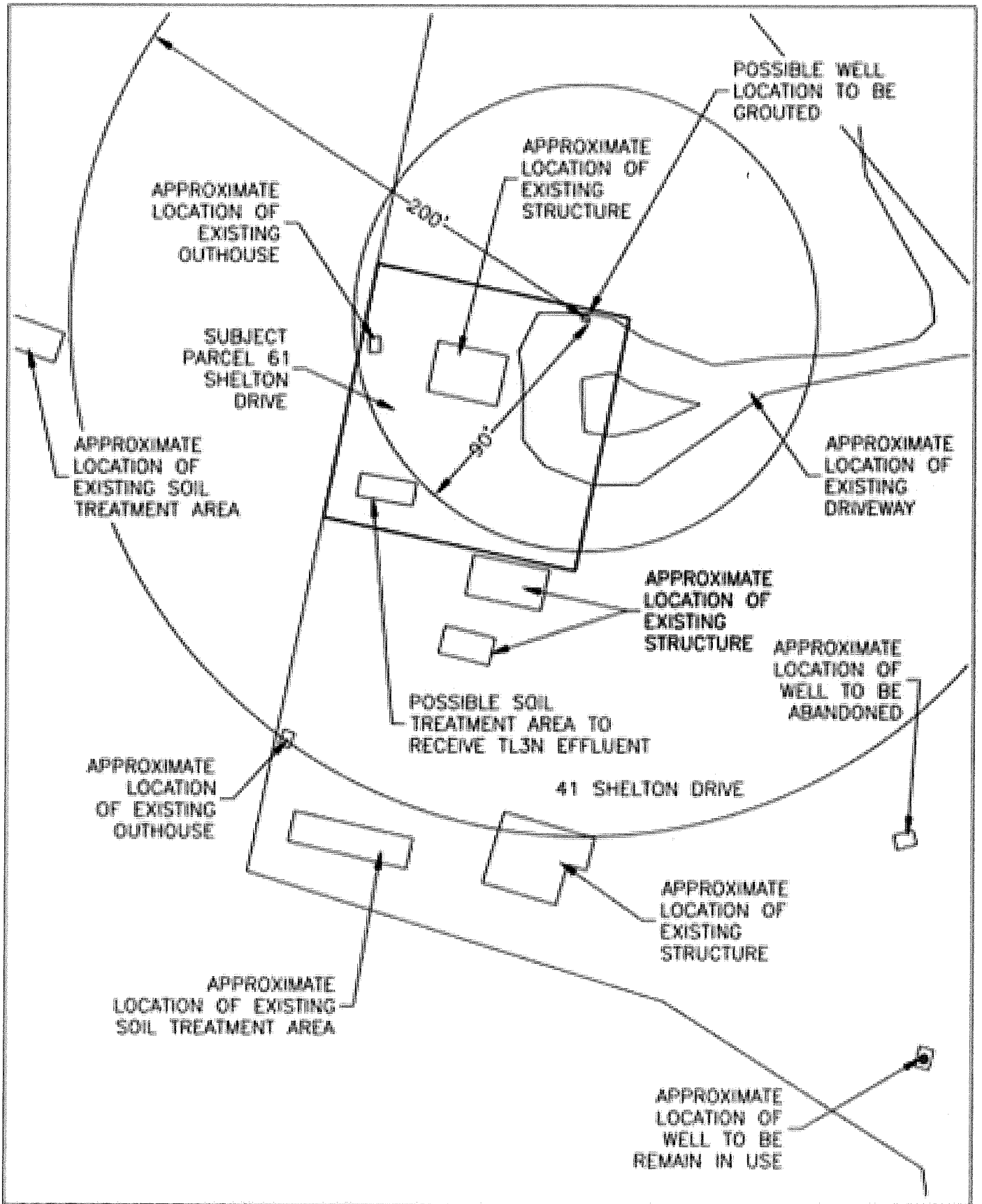
VARIANCE	12.03.2025
BUILDING PERMIT	12.18.2025

PROPOSED FLOOR PLANS

A201



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

PROJECT #: 2022406
LOCATION:
61 SHELTON DRIVE
BAILEY, CO 80421

CLIENT: GINNIE LARSON

DATE: 07/30/2025

SCALE: SHOWN

REVISIONS:

285 ENGINEERING


6
1

A written description identifying the specific provision of the Land Use Regulations that the owner seeks to vary and the extent to which the provision is proposed to be varied or modified.

I am seeking a variance to the Article V, Section 5-304, Table 5-304a (Page 20) regarding a minimum rear lot line distance of 20 feet. I am requesting a 10 foot distance to the rear lot line. Note: My existing cabin is 20 feet to the north side lot line while the county minimum is 30 feet. I would also plan to continue the cabin structure along the same line of the building which would continue as 20 feet from the north side property line.

TABLE 5-304a
New Lot Development Standards – Residential Zone District

Standards	Maximum	Minimum
Lot Area		
>50% of Lot 20% Slope or Less	N/A	5 Acres
>50% of Lot 20% to 30% Slope	N/A	6 Acres
>50% of Lot Greater than 30% Slope	N/A	8 Acres
Lot Width	N/A	50 Feet
Floor Area Per Unit - Principal Structure		
Residential	N/A	N/A
Non-Residential	N/A	N/A
Structure Height	35 Feet	
Setbacks – Principal & Accessory Structures		
Any Side From Any Watercourse		50 Feet
Any Side From Any Wetland		50 Feet
Front: Adjacent to State/Federal Highway Rights of Way		50 Feet
Front: Adjacent to Other Road Rights of Way		30 Feet
Side Lot Line		30 Feet
Rear Lot Line		20 Feet

A written description of the reasons justifying the variance detailing how the standards for approval of the variance are met or satisfied.

*Variance Approval Criteria as outlined in the Land User Regulations Article III, Division 1, Section 3-100, Bullet B on page 2 are as follows (in blue) and the reasons justifying how the standards are met are also as follows (*in black*):*

A variance shall be granted only upon a finding by the Board of Adjustment that each of the following criteria are met:

1. A strict application of this Resolution causes peculiar and exceptional practical difficulties or exceptional and undue hardship by reason of exceptional narrowness, shallowness, or shape of a specific piece of land or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the land; and

The lot size at 61 Shelton Dr is small and land locked with one neighbor surrounding 3 sides and another neighbor making up the rear property line. The front of the existing cabin is a few feet from the driveway loop (an easement exists for the driveway), the north side of the cabin was originally built decades ago 20 feet from the property line and the southern section of the property has a septic and leech field being installed (thus cannot build there). The only direction to build the desired bathroom and bedroom addition is in the rear by continuing the existing north and south side walls and extending towards the rear property line. In order to fit both the bathroom and a reasonable bedroom size, extending to within 10 feet of the rear property line is being requested with this variance.

2. The applicant provided reasonable and adequate evidence that the variance request is not a self-imposed hardship that can be rectified by means other than relief through a variance; and

The lot lines of the small land locked lot and existing cabin structure where it was built were defined and built decades prior to my ownership. The well and septic were placed in the only locations they could be given the small lot and locations of each of my neighbor's existing leech fields. A well variance was needed to fit within the lot given the lot size, the location constraints of the septic (and the locations of the neighbor's leech fields) as well as the constraint of the only place the well could have been placed to be compliant with state setback requirements being within Core Electric's utility easement. The lot size, location of septic (which was itself constrained as

outlined above) and location of the driveway only leave the rear to create the addition. The rear has limited distance to the property line as well, thus the request for the variance. These constraints necessitate the requested variance and render it a reasonable and appropriate accommodation.

3. There exists no substantial detriment to any neighbor or to the public by the granting of the variance; and

There are 2 neighbors and both of their homes are hundreds of feet away. My property currently has two existing old sheds that are in the location the cabin addition would be built upon (aka shed would be demolished). The existing old sheds are themselves less than 10 feet from the rear property line and the neighbors have had no issues with the locations of those existing structures (which definitely pre-dated the owner of 41 Shelton and likely prior to the other neighbor as well). Thus there should be no impact to either. If anything, the aesthetic would be improved given the age of the sheds. The public would likely not see the addition given the trees in the area and the addition being at the back of the cabin opposite the road.

4. The intent and purpose of the regulation being varied is not substantially impaired or defeated by the granting of the variance.

The intent of the regulation is assumed to be that neighbors are not unreasonably impacted by a fellow neighbor's build and that an owner is not unreasonably constrained by the regulation due to the existing circumstances surrounding their lot and project. Given the constraints of my lot, location of utilities, location of the current structure and location of the driveway I feel I proven that the circumstances are not self-imposed as outlined in criteria #2 above and that the request is reasonable. Given the healthy distance to the neighbor's dwellings and that existing structures would be replaced with the desired cabin actually being a few feet further away from that rear property line I feel that it's clear the neighbor's would not be unreasonably impacted either.

PARK COUNTY BOARD OF ADJUSTMENT
PLANNING DEPARTMENT STAFF REPORT
Hearing date: February 17, 2026

Prepared on:	February 9, 2026
Prepared by:	Kay Wolf, Planner II
Case number:	A25-0120
Subject:	Timberline Terrace Variance
Request:	The applicant is requesting a variance of 30ft from the front property line to build a house that meets wetland setback requirements.

Application summary

Applicant/s:	Mark and Jennifer January
Owner/s:	Mark and Jennifer January
Location:	T09 R78 S27 SW4 Valley of the Sun, Filing 1, Lot 182, addressed as 5004 Timberline Terrace, Fairplay, CO 80440
Current zone district:	Residential
Surrounding zoning:	Residential
Lot size:	0.94 acres
Proposed use:	Residential

Background

The subject property was purchased by the Januarys in 2000, two years after it was first sold to the general public, when the wetland conditions were not a significant impediment to building. At this point, the majority of the 0.94-acre parcel lies in the wetland and so the Januarys are requesting a variance to the front lot line.

Land Use Regulations and Strategic Master Plan

Each of the standards for approval of a variance (LUR Section 3-1-3.100) is addressed below.

1. **A strict application of the Resolution causes peculiar and exceptional practical difficulties or exceptional and undue hardship by reason of exceptional narrowness, shallowness, or shape of a specific piece of land or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the land:**

   Given the location of the wetland and the setback requirements to any body of water, it is only possible to build a house on this residential lot with either a custom-designed and narrow house or a substantial variance to either the wetland setback or the setback requirements for the front lot line.

2. **The applicant provided reasonable and adequate evidence that the variance request is not a self-imposed hardship that can be rectified by means other than relief through a variance:**

   The applicant has provided a wetland delineation report from an engineering company that explains the natural conditions of the property and a proposed building plan for the property that requires building into the wetland setback as well as the front property line setback requirements due to the difficulties of this parcel.

3. **There exists no substantial detriment to any neighbor or to the public by the granting of the variance:**

   As this property is at a T-intersection, the setback variance may pose an inconvenience when clearing snow from the roads and require that excess snow be stored on neighboring lots. Building to the front lot line may also impact safety for drivers approaching the intersection from T-R Dr during icy winter conditions.

4. **The intent and purpose of the regulation being varied is not substantially impaired or defeated by the granting of the variance.**

   While the intent and purpose of the front setback variance would be substantially impaired by this variance, it is necessary to protect the intent and purpose of the wetland setback regulations.

Impact analysis

As this property is at a T-intersection, the setback variance may pose an inconvenience when clearing snow from the roads and require that excess snow be stored on neighboring lots. Building to the front lot line may also impact safety for drivers approaching the intersection from T-R Dr during icy winter conditions.

Referral responses

None

Staff recommendation

Based on the foregoing, staff recommends approval of a 25’ variance to the front lot line.

PARK COUNTY APPLICATION FOR
VARIANCE
NON-REFUNDABLE APPLICATION FEE: $700

All applicants must submit one complete application and attend a pre-application conference with the Park County Planning Department Staff seven (7) to ten (10) working days prior to the application submittal deadline.

If you have questions regarding this form please contact the Planning Department by phone at (719) 836-4292, or e-mail planning.zoning@parkcountyco.gov, fax (719) 836-4351, or write to us at P.O. Box 1598 Fairplay, CO 80440.

A. APPLICANT AND OWNERSHIP INFORMATION

Applicant's Name: Mark and Jennifer January

Mailing Address: Po Box [redacted]

City: Alma State: Co Zip: 80420

Email Address: [redacted]

Telephone (wo[redacted] (home) same (fax) N/A

Owner's Name: Jennifer January & Mark January

Mailing Address: Po Box [redacted] Alma Co 80420

Telephone No. [redacted]

B. PROPERTY INFORMATION

Complete Legal Description of Property Proposed for the Variance (attach additional page, if necessary):

T09 R78 S27 SW4 Valley of the Sun Filing 01 Lot 0182

Street Address of Property: 5004 Timberline Terrace Fairplay Co 80440

Property's Total Acreage: .94

Current Zone District of Property: _____

Proposed Zone District of Property: _____

For County Use Only
Planning Department Confirmation of Current Zone District:

District: _____

_____
Print Full Name

Requirements for a Variance
Article III, Division 1, Section 3-100

C. APPLICATION REQUIREMENTS

	For County Use Only: Initial Receipt of the Required Information
1. Application Fee. An application fee in the amount of $700 must be paid at the time of submission of the application. Make the check or money order to the Park County Planning Department. The fee pays for the typical cost to the County to process the application. Any additional costs that may occur are the applicant's responsibility.	(1.) RV
✓2. Tax receipt-showing payment of current taxes. This can be obtained at the Park County Treasurer's office.	(2.) Staff
✓3. Proof of ownership in the form of a recorded Warranty Deed. This can be obtained at the Park County Clerk and Recorders office.	(3.) RV
✓4. A legal description of the property proposed for the Variance prepared by a licensed Colorado land surveyor.	(4.) RV
✓5. A list of names and mailing addresses of all owners of adjacent property to the property subject to the proposed Variance, this information is at Park County Assessor's Office.	(5.) Staff
✓6. A vicinity map of where the proposed property is located within Park County.	(6.) Staff
✓7. A site plan drafted at a commonly used engineering scale with clear indication how the variance relates to the affected land with the following information:	(7.) ✓
a. Name and address of the owner;	(7a.)
b. Date of preparation, map scale, and north arrow;	(7b.) RV
c. Lot dimensions, total acreage, and points of access to the property, internal roads and trails. The map must illustrate how access is obtained from the property subject to variance to the nearest county road or highway;	(7c.)
d. Natural features of the property subject to variance including, wetlands, floodplain, riparian areas, water bodies, rock outcroppings, significant vegetation, geological or other hazards, and slopes greater than twenty-five percent (25%);	(7d.)
e. Utility systems including existing and proposed water wells, sewer systems, electric services, and natural gas;	(7e.)
f. The dimensions, height and setbacks of all existing and proposed structures.	(7f.)
g. A clear illustration or description of the proposed variance, using shading, crosshatching, or highlighting, to accurately illustrate the proposal.	(7g.)
✓8. The property must be clearly identified with the address and posted according to the Park County address requirements (attached).	(8.) RV

missing receipt of sign payment not enough.

9. Letters of consent to alter or vacate utility easements from all public utilities serving the site, if applicable

10. A written description identifying the specific provision of the Land Use regulations that the owner seeks to vary and the extent to which the provision is proposed to be varied or modified.

11. A written description of the reasons justifying the variance detailing how the standards for approval of the variance provided by Section 3-100(B) are met or satisfied.

12. Any other information that are judged necessary by the Planning staff to ensure compliance with the Standards for Approval.

Note: Refer to Park County Land Use Regulations Article III, Standards for Approval of Variance.

For County Use Only: Initial Receipt of the Required Information
(9.) n/a
(10.) missing
(11.) missing
(12.) n/a

D. APPLICANT AND LANDOWNER SIGNATURES:

The undersigned applicant and landowner hereby verify and affirm that the information contained in this application is complete and accurate. The undersigned applicant and landowner understands and acknowledges that the submission of inaccurate and incorrect information may result in the denial or rejection of the application and/or result in the invalidation of any approvals issued by Park County, Colorado.

Applicant: Signed: Jennifer January Mark January
Print name: Jennifer January Mark January
If company, state Title/Position: _____

Owner: Signed: Jennifer January Mark January
Print name: Jennifer January Mark January
If company, state Title/Position: _____

E. VERIFICATION OF DATE OF DELIVERY OF APPLICATION

This application was submitted to the Park County Planning Department on the following date and time:

December 22, 2025
Month Day Year

For County Use Only:
Verification of Date of Delivery and County Receipt of Application
Date: 22. December 2025
Print Name: Kay Wolf

Payment of the Applicant Fee was made by:

✓ Personal Check # 2110 Amount $ 700
_____ Cash Amount $ _____
_____ Other_____ Amount $ _____

APPLICANT MUST ATTEND THE HEARING. IF A REPRESENTATIVE ATTENDS THE HEARING ON BEHALF OF THE APPLICANT, A NOTARIZED LETTER OF CONSENT MUST ACCOMPANY THE APPLICATION.

ALL BOARD OF ADJUSTMENT HEARINGS WILL BE SCHEDULED FOR THE SECOND WEDNESDAY OF EVERY MONTH. IF A QUORUM IS NOT AVAILABLE, THE HEARING WILL BE SCHEDULED THE NEXT AVAILABLE DATE.

APPENDIX C

AFFIDAVIT OF UNDERSTANDING

I, Jennifer January + Mark January, the undersigned applicant, hereby acknowledge and agree to the following terms and conditions related to the submission of my application to the Park County Development Services Department.

1. ACKNOWLEDGMENT OF APPENDIX C REQUIREMENTS: I understand that, pursuant to Appendix C – Development Review Fees of the Park County Land Use Regulations, all application fees are non-refundable once an application has been received by the County, regardless of its status or outcome.

2. RESPONSIBILITY FOR COMPLETENESS: I acknowledge that it is solely my responsibility to ensure that all required materials, forms, maps, and supporting documentation are submitted in full compliance with the applicable Land Use Regulations and departmental procedures.

3. INCOMPLETE, WITHDRAWN, OR DENIED APPLICATIONS: I understand that any application that is incomplete, withdrawn, or denied—whether administratively or by action of the Board of County Commissioners—shall not be eligible for reimbursement, credit, or transfer of any portion of the fee paid. Any subsequent or corrected submittal shall constitute a new application and require payment of the applicable fee as set forth in Appendix C.

4. CERTIFICATION: I affirm that I have read and fully understand this affidavit and the non-refundable nature of the application fee as described in Appendix C. I further acknowledge that this affidavit shall be retained as part of the official record of my application.

Applicant Name: Jennifer + Mark January
Mailing Address: PO Box 440 Alma Co 80420
Project Name / Type: _____

Jennifer January MD
Signature of Applicant

Jennifer January Mark January
Print Name

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, by _____

Notary Public Witness my hand and official seal. My Commission Expires: _____

Park County Treasurer Tax Receipt

Account	Parcel Number	Receipt Date	Receipt Number
R0014504	14504	Apr 30, 2025	2025-05-01-Amy -3461-P

JANUARY MARK J
PO BOX 440
ALMA, CO 80420-0440

Situs Address
5004 TIMBERLINE TERRACE FAIRPLAY 80440

Payor
ipay

Legal Description
T09 R78 S27 SW4 VALLEY OF THE SUN FILING 01 LOT 0182

Property Code	Actual	Assessed	Year	Area	Mill Levy
RESIDENTIAL VACANT LOTS - 0100	54,263	15,140	2024	0015	60.7857

Payments Received
iPayment - ECK — Multi-Account Payment
Bank Account 1997

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax	$920.30	$0.00	$920.30	$0.00
				$920.30	$0.00
			Balance Due as of Apr 30, 2025		$0.00

Thank you for your payment.

529610 08/10/2000 10:39A
1 of 2 R 10.00 D 1.21 BARBARA J PASCO PARK CO

WARRANTY DEED

STATE DOCUMENTARY FEE
DATE 08-10-2000
$ 1.21

THIS DEED, Made this 7th day of August , 2000,
between Paul R. Richardson

of the County of Park and State of Colorado
grantor, and Mark J. January and Jennifer R. January

whose legal address is P.O. Box 7464, Breckenridge, CO 80424

1.21

of the County of Park and State of Colorado , grantees:

WITNESS, That the grantor, for and in consideration of the sum of TWELVE THOUSAND ONE HUNDRED THIRTY SEVEN AND 50/100----------DOLLARS, ($12,137.50), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, **not in tenancy in common but in joint tenancy,** all the real property together with improvements, if any, situate, lying and being in the County of Park , and State of Colorado, described as follows:

Lot 182,
VALLEY OF THE SUN, FILING NO. 1,

County of Park, State of Colorado

also known by street and number as vacant land, Fairplay, CO 80440

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever,

SEE CONTINUATION PAGE ATTACHED

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Paul R Richardson
Paul R. Richardson

STATE OF COLORADO)
) ss.
COUNTY OF Park)

The foregoing instrument was acknowledged before me this 7th day of August , 2000, by Paul R. Richardson

My Commission expires: 8/23/2001

Witness my hand and official seal.

Bonnie K Cogan
Notary Public

529610 08/10/2000 10:39A
2 of 2 R 10.00 D 1.21 BARBARA J PASCO PARK CO

vacant land

EXCLUSIONS

except for taxes for the current year, a Lien but not yet due and payable, and except as set forth below:

1. Distribution Utility Easements

2. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with the contract between the parties

3. Inclusions of the Property within any special taxing district

4. The benefits and burdens of any declaration and party wall agreements, if any

5. Right of way for ditches and canals constructed by authority of the United States, as reserved in United States Patent, recorded March 23, 1903 in Book 32 at Page 325.

6. Any vein or lode of quartz or other rock in place bearing gold, silver, cinnabar, lead, tin copper or other valuable deposits claimed or known to exist on September 3, 1901, and the right of a proprietor of any vein or lode to extract and remove his ore therefrom, as reserved by Patent recorded March 23, 1903 in Book 32 at Page 325.

7. Easement for utilities 5 feet in width along all side and rear lot lines, as reserved by and shown on the recorded plat of said subdivision.

8. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded November 23, 1970 in Book 208 at Page 848. Provisions regarding race, color, creed, and national origin, if any, are deleted.

9. The effect of By-Laws of Lower Sacramento Creek Reservoir Company, recorded June 4, 1997 at Reception No. 475279.

10. Reservation of all minerals and mineral rights in, under or upon said land as set forth on Deeds recorded October 22, 1986 in Book 403 at Page 350 and January 4, 1982 in Book 335 at Page 129.

PR

Adjacent Property Owners of Parcel 14504

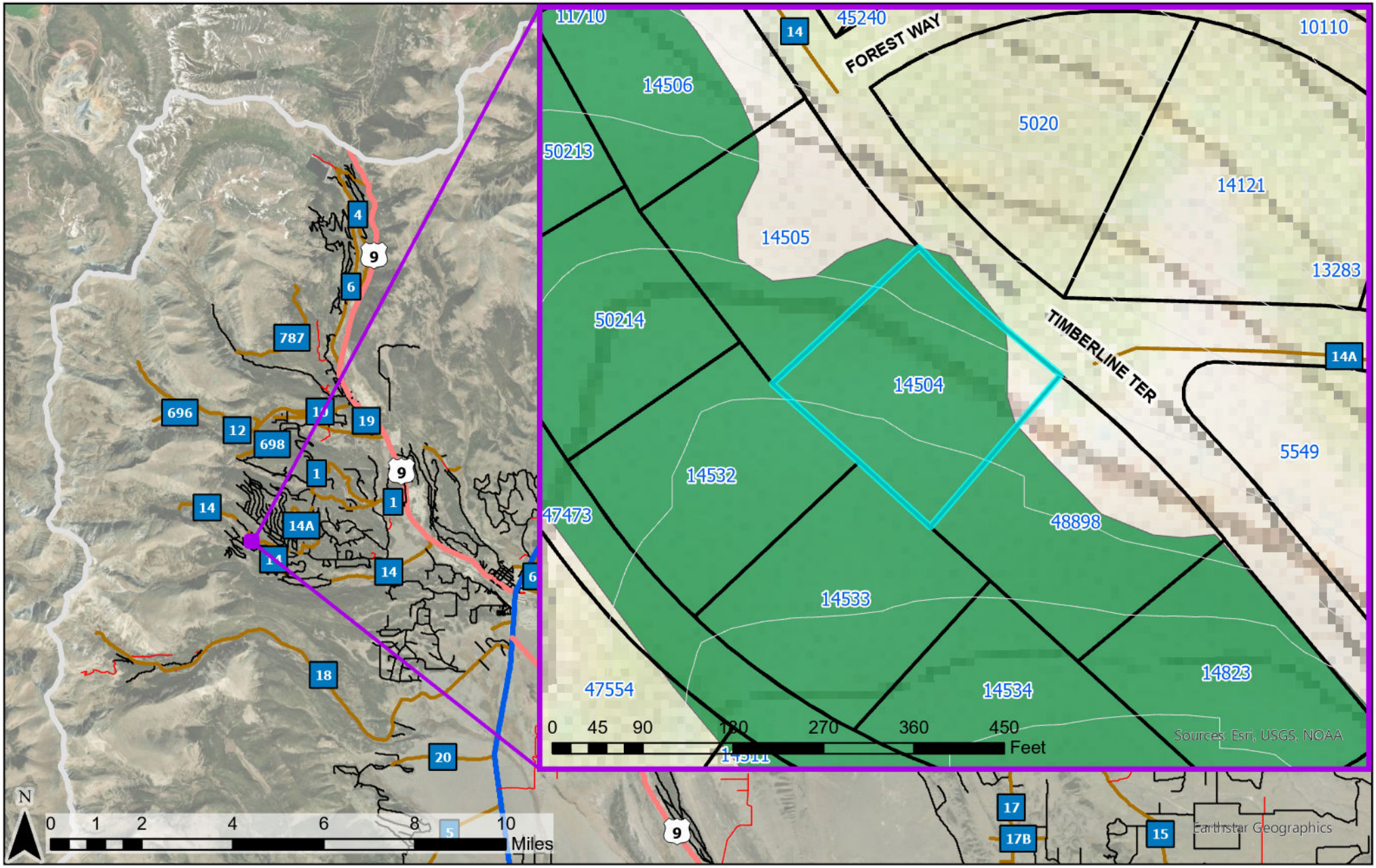
Parcel 14505
Sonja K Ludwig & Robert A Pearson
2308 N Humboldt St,
Denver CO 80205

Parcel 5020
John Valeiras
111 S Colonial Ave
Richmond VA 23221

Parcel 5549
Mark A Imhoff & Diane B Imhoff
1653 Fairfax St
Denver CO 80220

Parcel 14121
Soulpine Retreat LLC
4707 Turnberry Dr
Floyds Knobs IN 47119

Parcels 48898, 14533, and 14532
Eric R Thompson
16 Falcon Hills Dr
Highlands Ranch, CO 80126



CountyLine
County Rd
Local Rd
Private Rd
State Hwy
US Hwy
10ftContour
Flood Hazard
Special Flood Hazard Area
Freshwater Forested/ Shrub Wetland

Park County Planning & Zoning

This map and the data displayed are not survey quality and should not be used for any legal purpose(s)


5004

To Whom It May Concern: December 1, 2025

We are seeking a setback from the property line at 5004 Timberline Terrace, Fairplay CO 80420. We understand that we cannot seek a setback from the wetlands. When we bought the lot it was buildable and we assumed it still was based on the taxes we pay. Upon listing it we learned that it has stipulations now, because of the wetlands. We would like to apply for a variance of 30 feet from the front property line (along Timberline Terrace) as shown in the report from 285 Engineering. The plans in that report show the challenges of this lot because of shape and proximity to the wet lands. But, if it is run long ways and provides the 30 feet variance we believe that it would give ample space for a 600 square foot house with a septic and well. This plan would not effect any of the neighbors, the neighborhood or the public as it is a simple building plan accessed easily from the main road. Our purpose in acquiring this variance is to sell the lot. We have three very interested buyers with offers pending the ability to build a home according to this approval. If it is not approved, we would like to ask to adjust our taxes to show that this is not buildable.

Thank you for your time and assistance with this application.

Sincerely,

Mark and Jennifer January

285 Engineering, Inc.
P.O. Box 1048
Conifer, CO 80433
(719)-839-1382
www.285Engineering.com

April 13, 2025

Site Evaluation

Caniglia Real Estate Group
236 N. Main Street
Alma, CO 80420

Subject: Site Evaluation
Lot 182, Filing 1, Valley of the Sun
5004 Timberline Terrace, Fairplay, CO 80440
Project Number: 2024374

As requested on October 14, 2024, and on other dates, this office visited the above referenced property to evaluate the site with respect to the location of a proposed single-family residence, wetlands, well and onsite wastewater treatment system location. The purpose of the site visit and evaluation was to identify site and geological conditions that would affect the possible development of the property. The site is located in an area where no public sewer or water supply systems are available.

A site sketch has been provided as part of this report detailing the locations of existing development surrounding the parcel. A possible well, Onsite Wastewater Treatment System, and residence location are shown.

Property Lines: During the site visit we were able to locate all the property corners and lot lines. For proposed development near property lines "point on line" surveying stakes should be placed to clearly mark the property line. Locations depicted on the accompanying site plan are not the result of a survey and all locations should be verified prior to design, permitting or construction.

Wetlands/Surface Water: A wetland delineation has been performed by this office, dated November 04, 2024, to determine the location of wetlands on the parcel. The wetland delineation report has been attached to this report. After the wetland delineation was completed, a survey was prepared by Baseline Surveys, LLC. The survey detailed the location of the wetlands, topographic data, and the existing utilities and infrastructure located near the lot along Timberline Terrace, survey attached to this report.

Residence Location: The property offers no locations for a single-family residence to be placed, based on current Park County setbacks and the existing site features.

A search of the Park County Colorado GIS mapping indicates the property is zoned Residential.

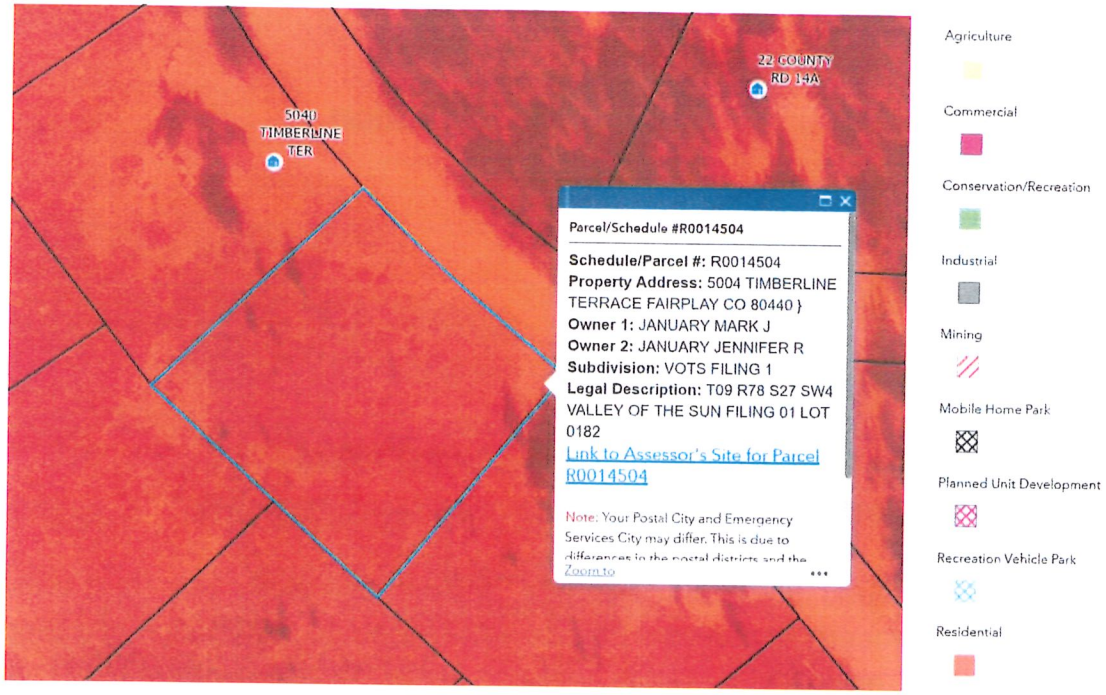


Figure 1 – Park County Colorado GIS mapping

The required setbacks for parcels in the Residential Zone district are demonstrated below. Applicable setbacks limiting the placement of a residence on the property are the Any side from Any Wetland and the Front: Adjacent to Other Road Rights of Way

TABLE 5-304a
New Lot Development Standards – Residential Zone District

Standards	Maximum	Minimum
Lot Area		
>50% of Lot 20% Slope or Less	N/A	5 Acres
>50% of Lot 20% to 30% Slope	N/A	6 Acres
>50% of Lot Greater than 30% Slope	N/A	8 Acres
Lot Width	N/A	50 Feet
Floor Area Per Unit - Principal Structure		
Residential	N/A	N/A
Non-Residential	N/A	N/A
Structure Height	35 Feet	
Setbacks – Principal & Accessory Structures		
Any Side From Any Watercourse		50 Feet
Any Side From Any Wetland		50 Feet
Front: Adjacent to State/Federal Highway Rights of Way		50 Feet
Front: Adjacent to Other Road Rights of Way		30 Feet
Side Lot Line		30 Feet
Rear Lot Line		20 Feet

Figure 2 – Park County Land Use Code – Residential Zone District Setbacks

Given the setback constraints for the placement of a single-family residence, a variance would be required from Park County to reduce the 50-foot setback to wetlands and 30-feet from the front property line from the residence. The variance process and requirements are detailed in the Park County Land Use Code Article III, Division 1, Section 3-100. The variance request would be directed to The Board of Adjustment for request from relief to the setback standards. The process for obtaining the variance includes a Pre-Submittal Meeting with the Planning Department, Completed Application for Variance and a Board of Adjustment Public Hearing. A variance would be required to develop the parcel.

Onsite Wastewater Treatment System (OWTS): A possible location for the Onsite Wastewater Treatment System has been shown on the accompanying site plan. This location was chosen based upon current regulatory requirements and site features. Before final placement and sizing can be determined two 8-foot deep profile holes will need to be excavated and a visual and tactile analysis of the soils should be performed.

A soil treatment area cannot be placed on the parcel to meet the minimum 200-foot separation distance from existing wells surrounding the parcel and a proposed well for the subject parcel. A 200-foot minimum separation distance is required by Park County OWTS regulations Table 7-1 Minimum Horizontal Distances in Feet Between Components of an Onsite Wastewater Treatment System.

To reduce the 200-foot separation between the proposed soil treatment area and the existing wells on surrounding properties and a proposed well on the subject parcel, the separation distance from the well to the soil treatment area may be reduced to no less than 100 feet if a higher level treatment system is used.

A higher level treatment system is also required to reduce the soil treatment area setback from the delineated wetland boundary from 50 feet to a minimum of 25 feet and to allow for a wider than 12' soil treatment area.

The septic tank and higher level treatment unit locations have been depicted on the accompanying site plan. The locations were chosen to meet the regulatory setbacks from the proposed residence, property lines and the wetland boundary. The septic tank is located greater than 50 feet from the wetlands. Depending on the final construction plan for the residence an interior sewage lift station may be required within the residence to lift the sewage to the septic tank location.

Well Location: There are limited locations available onsite for the well that will also meet regulatory requirements of the Park County OWTS regulations. A proposed well location has been depicted on the accompanying site plan. The proposed well location meets the minimum 200-foot separation distance from the existing soil treatment areas receiving treatment level 1 effluent and greater than 100-foot

separation distance from existing and proposed soil treatment areas receiving treatment level 3N.

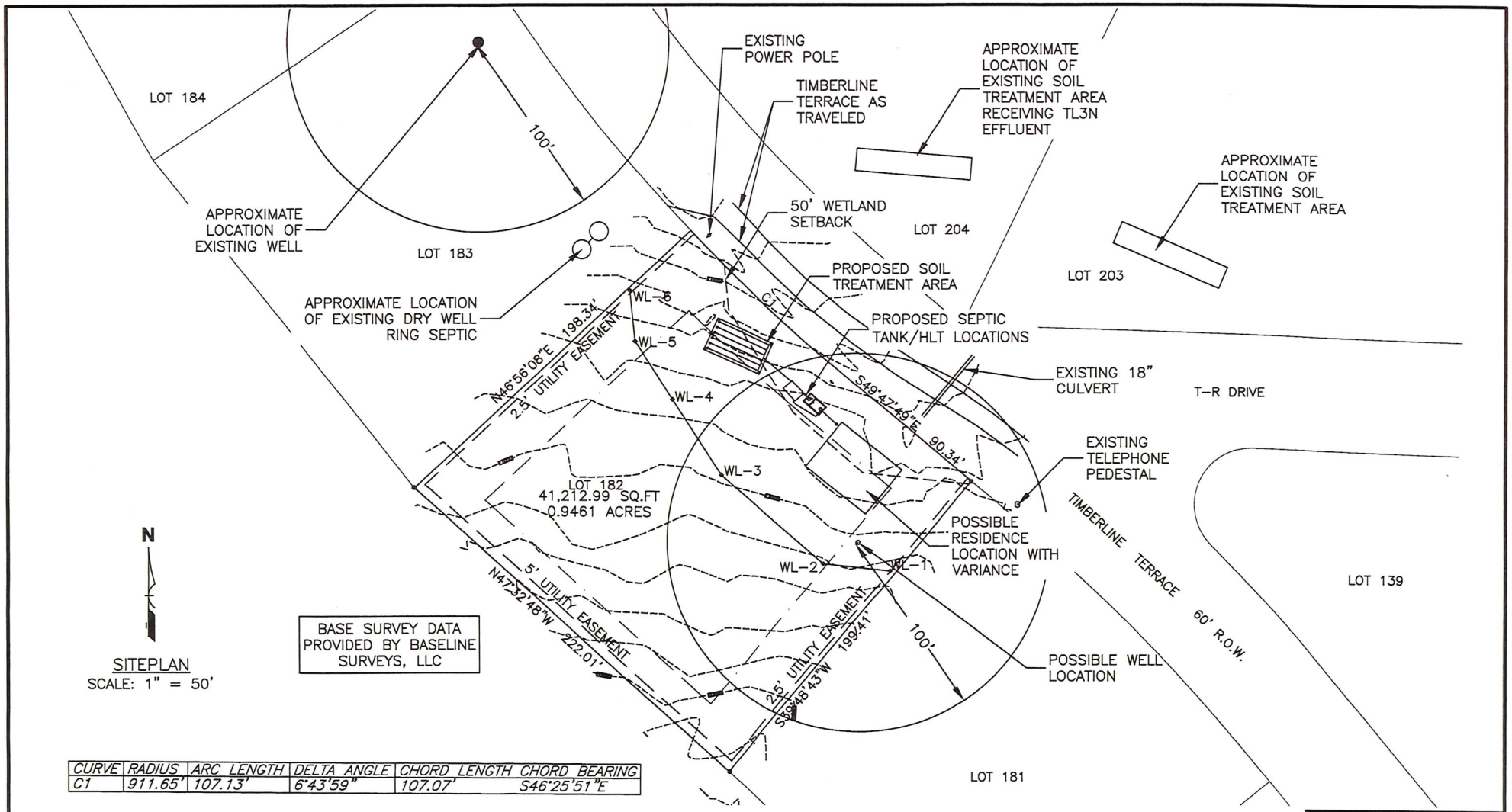
Our findings are based on information, regulatory codes and development at the time of our evaluation. Proposed construction, such as residence location and other improvements on the subject property or surrounding properties may impact the findings of the evaluation. Changes in regulatory codes may impact the findings of the site evaluation. 285 Engineering, Inc may be contacted to re-evaluate the site if conditions change and when proposed construction plans are finalized.

If there are any questions regarding this observation, or this report, please contact this office.

Sincerely,

Jennifer D. Migliorato

Jennifer D. Migliorato
285 Engineering, President



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	911.65'	107.13'	6°43'59"	107.07'	S46°25'51"E

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

PROJECT: 2024374

LOCATION:
5004 TIMBERLINE TERRACE
FAIRPLAY, CO 80440

CLIENT: CANIGLIA REAL ESTATE GROUP

TITLE: SITE PLAN

DATE: 04/13/2025

SCALE: SHOWN

DRAWN BY: JDM

REVISIONS:
1
2
3

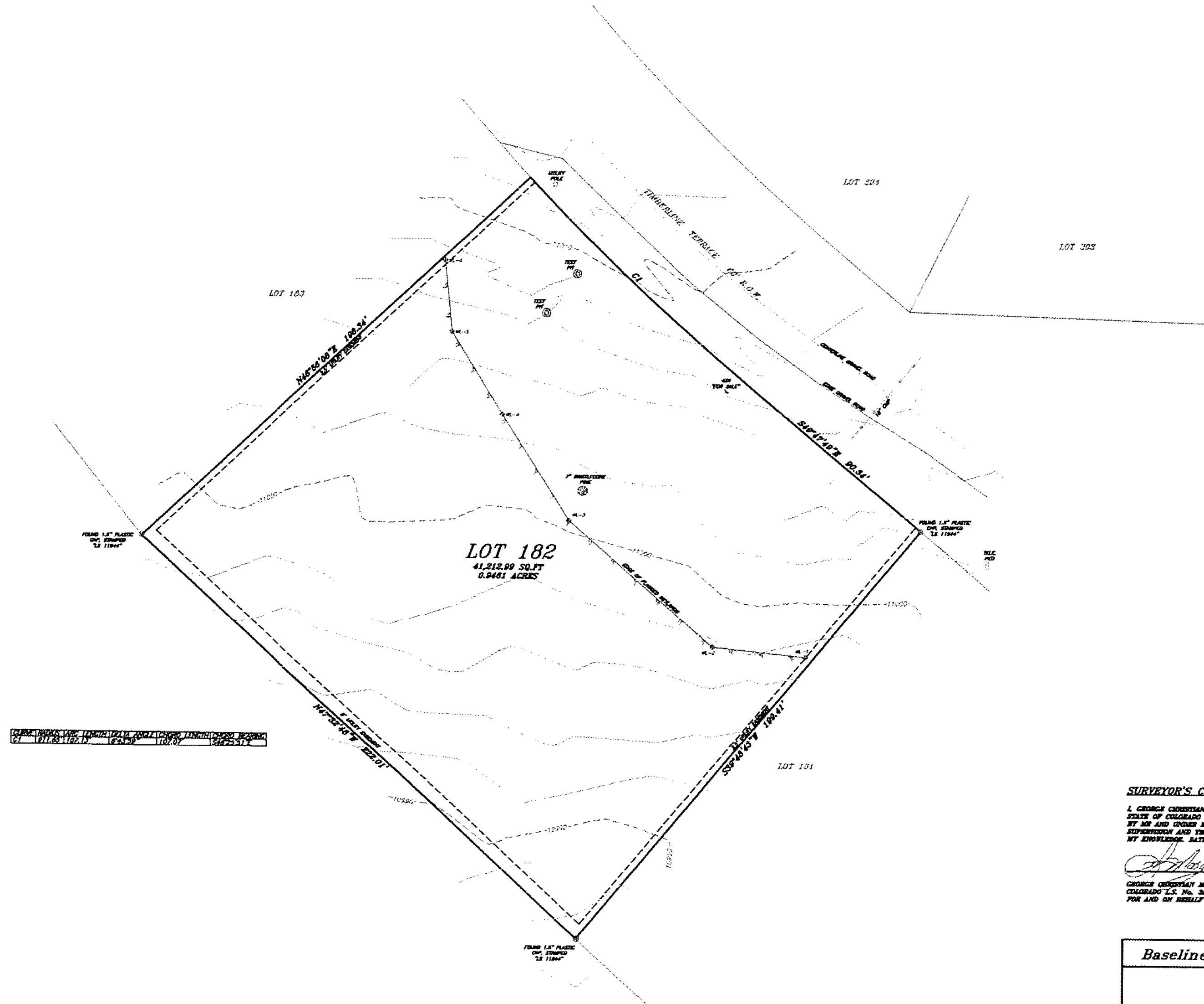
SHEET:
1/1

285 ENGINEERING

TOPOGRAPHIC SURVEY
LOT 182
VALLEY OF THE SUN–FILING No. 1
PARK COUNTY, COLORADO

0' 20' 40' 60'

SCALE 1" = 20'
CONTOUR INTERVAL = 2 FOOT



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	1011.63	107.13	6°4'38"	107.07	S48°25'31"E

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.

SURVEYOR'S CERTIFICATE

I, GEORGE CHRISTIAN MOODY, BEING A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THIS TOPOGRAPHIC MAP WAS PREPARED BY ME AND UNDER MY SUPERVISION FROM A SURVEY MADE BY ME AND UNDER MY SUPERVISION AND THAT THE FEATURES SHOWN HEREON ARE ACCURATE TO THE BEST OF MY KNOWLEDGE. DATED THIS 29th DAY OF OCTOBER, 2022.

GEORGE CHRISTIAN MOODY, P.L.S.
COLORADO L.S. No. 38002
FOR AND ON BEHALF OF BASELINE SURVEYS, LLC

Baseline Surveys LLC
P.O.BOX 7378
13541 COLO. HWY 9
BRECKENRIDGE, CO 80424
(970) 453-7153

STOPOGRAPHIC SURVEY
LOT 182
VALLEY OF THE SUN–FILING No. 1
PARK COUNTY, COLORADO

Date	Revisions		
		Date: 10/29/2022	Scale Horiz: 1" = 20'
		Drawn By: RDG	Checked By: NPO
		Job File: 4750	DWG File: 4750 TOPO

WETLAND DELINEATION REPORT FOR:

Lot 182, Valley of the Sun, Filing 1
5004 Timberline Terrace
Fairplay, CO
Park County, CO

Prepared For:

Timberline Investments, LLC
717 Ferndale Road
Mount Joy, PA 17552

Prepared By:

285 Engineering, Inc
Matthew Hopkins
P.O. Box 1048
Conifer, CO 80433

11/04/2024

Project No. 2024374

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Appendix A - Wetland Data Forms
Wetland Survey

WETLAND DELINEATION REPORT

WETLAND DELINEATION SUMMARY

On October 14, 2024 a site visit was performed to determine if/and where wetlands were present on the subject site. During the site visit several soils samples were obtained and the vegetation and hydrology of the site were logged. The vegetation, soils and hydrology of two separate locations were documented through the use of Army Corps of Engineers approved data forms. Several other locations were tested throughout the wetlands present on the subject property. A search of the National Wetland Inventory (NWI) mapping concluded that wetlands classified as Palustrine Shrub-Scrub (PSS1B) are present on the site.

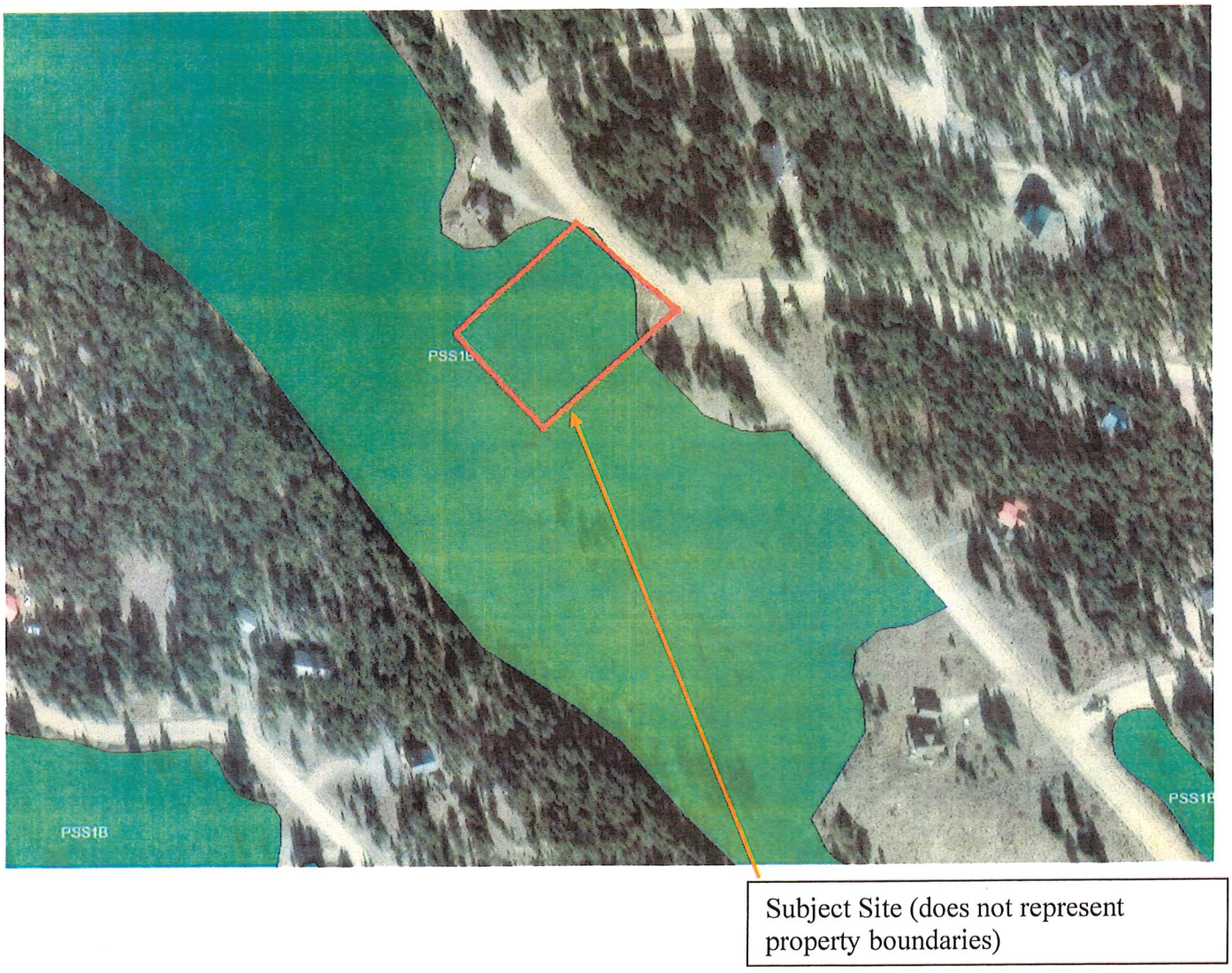


Figure 1 – National Wetland inventory map

INTRODUCTION

Purpose and goals

The purpose of this study was to identify and delineate any wetland areas within the property boundaries for the purpose of future development. This report has been prepared based on field data and pertinent background information. The purpose of this report is to detail the findings of the wetland delineation performed on the subject lot. During the site visit wetland flagging was placed along the edge of the wetland.

METHODS

A site visit was performed to determine if/and where wetlands are present at the subject site. Wetland boundaries, if encountered, on the site were identified and delineated on the subject property according to the parameters specified within the *1987 Corps of Engineers Wetland Delineation Manual* and within in the *Corps of Engineers Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0)* (Environmental Laboratory 2010). During the field inspection several observation locations were chosen within the site to evaluate the hydrology, vegetation, and soils. Data forms were filled out for several areas within the site boundaries. Soils coloring was determined using *Munsell Soils Color Charts* (Kollmorgen Instruments 2000). Vegetation was generally assessed within a 5 to 15-foot radius at each location. Plants were identified using various published materials, and were ranked using the *National Wetlands Plant List* (USACOE, 2020).

Pre-Field Review of Information

The following sources were reviewed prior to and after field visits to obtain information on vegetation patterns, topography, drainage and soils.

- City/County Inventory maps and property data
- U.S. Geological Survey (USGS) 7.5 minute topographic maps
- Natural Resources Conservation Service (NRCS) soils survey maps and information.
- Current and Historical aerial photography.
- National Wetlands Inventory Mapping

EXISTING CONDITIONS

Project area setting

The project site is located in Section 27, Township 9 South, Range 78 West, in Park County, Colorado. The subject site lies at latitude 39.236671 and longitude -106.101981 with an approximate elevation of 11,000 feet. The property is generally along a small tributary to the headwaters of Sacramento Creek.

Wetland/Upland Summary

Based on information obtained during the site visit it was determined that wetlands and aquatic resources exist on the property and are generally found on the back of the lot. The three parameters of a wetland (hydric soils, hydrophytic vegetation, and hydrology) were observed within the wetland areas. In some locations hydrophytic vegetation was encountered, but these areas generally lacked the other required parameters and these areas were marked as uplands. Documentation of the soils, vegetation, and hydrology is provided in the Data Forms in Appendix A.

The wetland boundaries were marked with pink delineation flagging. The wetland flags were subsequently located by a surveyor. A survey, provided by Baseline Surveys, LLC, of the flagging is attached in this document. We have added a 50-foot setback line to the survey. Park County typically requires a setback of 50 feet to structures and onsite wastewater treatment system (OWTS) components. A residence on the property will require a well and OWTS.

Hydrology

Hydrology indicators were encountered in the testing locations within the wetland areas. Hydrology is derived from surface water from the Sacramento Creek tributary, groundwater, and precipitation. Hydrology was not encountered in the upland areas on the site, though is likely to be present at certain times of the year. Groundwater table depths may fluctuate with season and precipitation rates in both the wetland and upland areas.

Vegetation

Vegetation was observed throughout the property. Hydrophytic vegetation was encountered within the wetland boundaries on the site. Hydrophytic vegetation species observed outside of the wetlands locations was not present with dominance or other wetland parameters were missing. Following is a partial list of plant species that were encountered at or near the wetland boundaries. The plants are ranked according to the

2020 National Wetland Plant List (USACOE, 2020). The scientific plant name and rating are included in the list below.

Hydrophytic Species

- Salix myrtillifolia – FACW
- Salix candida – OBL
- Betula glandulosa - OBL
- Carex buxbaumii - OBL
- Carex brunnescens – OBL

* = Tentative assignment based on limited information
OBL = Occurs almost always (estimated probability 99%) under natural conditions in wetlands.
FACW = Usually occurs in wetlands (estimated probability 67%-99%), but occasionally found in non-wetlands.
FAC = Equally likely to occur in wetlands or non-wetlands (estimated probability 34%-66%).
FACU = Usually occurs in non-wetlands (estimated probability 67%-99%), but occasionally found on wetlands (estimated probability 1%-33%).
UPL = Occurs in wetlands in another region, but occurs almost always (estimated probability 99%) under natural conditions in non-wetlands in the regions specified.

NI = No indicator

N/L = Not listed

Soils

The upland soils were fairly consistent throughout the testing pits. In general, a small organic layer underlain by sandy loam. Refusal was often present at a cobble and boulder matrix.

Hydric soils were encountered within the wetlands. The hydric soils generally consisted of saturated soils with low chroma and value and high organic content. See attached data forms for more specific information regarding soil types. We attempted to review the NRCS soils map data; however, soil data was not available for the project location.

References:

Environmental Laboratory. 2010. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (9Version 2.0)*, Technical Report, U.S. Army Engineer Waterway Experiment Station, Vicksburg, Mississippi.

Kollmorgen Instruments. 2000. *Munsell Soil Color Charts*. Kollmorgen Instruments Corporation, Baltimore, MD.

Us Army Corps of Engineers (USACOE). 2020. *National Wetland Plant List*. Biological Report http://rsgisias.crrel.usace.army.mil/NWPL/

Soil Survey Staff. *Web Soil Survey of Summit County, Colorado*. Natural Resources Conservation Service, United States Department of Agriculture. *Web Soil Survey*. <http://websoilsurvey.nrcs.usda.gov/app/>.

USDA, NRCS. 2007. The PLANTS Database (http://plants.usda.gov, October 2007). National Plant data Center, Baton Rouge, LA 70874-4490 USA.

Soil Survey Staff. 2006. *Keys to the Soil Taxonomy*, 10th ed. USDA-Natural Resources Conservation Service, Washington, DC.

Cowardin, L. M., V. Carter, F. C. Golet, E. T. LaRoe. 1979. *Classifications of wetlands and deepwater habitats of the United States*. U.S. Department of the Interior, Fish and Wildlife Service, Washington, D.C. Jamestown, ND: Northern Prairie Wildlife Research Center Home Page. http://www.npwrc.usgs.gov/resource/1998/classwet/classwet.htm (Version 04DEC98)

Appendix A

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: 5004 timberline terrace City/County: Park County Sampling Date: 2024-10-14

Applicant/Owner: Timberline Investments, LLC State: Colorado Sampling Point: DS1

Investigator(s): Matthew Hopkins Section, Township, Range: sec 27 T009S R078W

Landform (hillslope, terrace, etc.): Footslope Local relief (concave, convex, none): Concave Slope (%): 3-7

Subregion (LRR): LRR E, MLRA 48A Lat: 39.236671 Long: -106.101981 Datum: WGS84

Soil Map Unit Name: No Digital Data Available NWI classification: PSS1B

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ✔ No _____	**Is the Sampled Area within a Wetland?** Yes ✔ No _____
Hydric Soil Present?	Yes ✔ No _____	
Wetland Hydrology Present?	Yes ✔ No _____	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30 ' radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0 = Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ' radius)			
1. *Salix myrtillifolia*	50	Y	FACW
2. *Salix candida*	30	Y	OBL
3. *Betula glandulosa*	20	Y	OBL
4.			
5.			
	100.0 = Total Cover		
Herb Stratum (Plot size: 5 ' radius)			
1. *Carex buxbaumii*	20	Y	OBL
2. *Carex brunnescens*	20	Y	OBL
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
	40.0 = Total Cover		
Woody Vine Stratum (Plot size: 30 ' radius)			
1.			
2.			
	0 = Total Cover		

% Bare Ground in Herb Stratum 5

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	90.00	x 1 =	90.00
FACW species	50.00	x 2 =	100.00
FAC species	0.00	x 3 =	0.00
FACU species	0.00	x 4 =	0.00
UPL species	0.00	x 5 =	0.00
Column Totals:	140.00 (A)		190.00 (B)

Prevalence Index = B/A = 1.36

Hydrophytic Vegetation Indicators:

✔ 1 - Rapid Test for Hydrophytic Vegetation

✔ 2 - Dominance Test is >50%

✔ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ 5 - Wetland Non-Vascular Plants[1]

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ✔ No _____

Remarks:

Vegetation species difficult to determine at this time in year.

SOIL

Sampling Point: DS1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-11	10YR 2/1	100					MUCK	
11-16	10YR 4/1	90	10YR 4/6	10	D	M	LCOS	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ✓ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) **(except MLRA 1)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: Cobbles

Depth (inches): 16

Hydric Soil Present? Yes ✓ No ___

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ✓ High Water Table (A2)
- ✓ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9) **(except MLRA 1, 2, 4A, and 4B)**
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres along Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1) **(LRR A)**
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water-Stained Leaves (B9) **(MLRA 1, 2, 4A, and 4B)**
- ✓ Drainage Patterns (B10)
- ✓ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ✓ FAC-Neutral Test (D5)
- ___ Raised Ant Mounds (D6) **(LRR A)**
- ___ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ___ No ✓ Depth (inches): ___

Water Table Present? Yes ✓ No ___ Depth (inches): 6

Saturation Present? (includes capillary fringe) Yes ✓ No ___ Depth (inches): 0

Wetland Hydrology Present? Yes ✓ No ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: 5004 timberline terrace City/County: Park County Sampling Date: 2024-10-14

Applicant/Owner: Timberline Investments, LLC State: Colorado Sampling Point: DS2

Investigator(s): Matthew Hopkins Section, Township, Range: sec 27 T009S R078W

Landform (hillslope, terrace, etc.): Backslope Local relief (concave, convex, none): Convex Slope (%): 8-15

Subregion (LRR): LRR E, MLRA 48A Lat: 39.236830 Long: -106.101719 Datum: WGS84

Soil Map Unit Name: No Digital Data Available NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✔ No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes ✔ No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ✔ No ____	**Is the Sampled Area within a Wetland?** Yes ____ No ✔
Hydric Soil Present?	Yes ____ No ✔	
Wetland Hydrology Present?	Yes ____ No ✔	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30 ' radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0 = Total Cover		
Sapling/Shrub Stratum (Plot size: 15 ' radius)			
1. *Dasiphora fruticosa*	20	Y	FAC
2.			
3.			
4.			
5.			
	20.0 = Total Cover		
Herb Stratum (Plot size: 5 ' radius)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
	0 = Total Cover		
Woody Vine Stratum (Plot size: 30 ' radius)			
1.			
2.			
	0 = Total Cover		

% Bare Ground in Herb Stratum 5

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:
OBL species	0.00	x 1 = 0.00
FACW species	0.00	x 2 = 0.00
FAC species	20.00	x 3 = 60.00
FACU species	0.00	x 4 = 0.00
UPL species	0.00	x 5 = 0.00
Column Totals:	20.00 (A)	60.00 (B)

Prevalence Index = B/A = 3.0

Hydrophytic Vegetation Indicators:

- ___ 1 - Rapid Test for Hydrophytic Vegetation
- ✔ 2 - Dominance Test is >50%
- ✔ 3 - Prevalence Index is ≤3.0[1]
- ___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ___ 5 - Wetland Non-Vascular Plants[1]
- ___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ✔ No ____

Remarks:

Various seges and carex too difficult to I'd at species level for this time of year. Hydric vegetation likely present.

SOIL

Sampling Point: DS2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Redox Features Type[1]	Redox Features Loc[2]	Texture	Remarks
0-18	10YR 4/3	100					SL	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) **(except MLRA 1)**
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: Cobbles

Depth (inches): 18

Hydric Soil Present? Yes ____ No ✔

Remarks:

Hydric soils not present.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9) **(except MLRA 1, 2, 4A, and 4B)**
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres along Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Stunted or Stressed Plants (D1) **(LRR A)**
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water-Stained Leaves (B9) **(MLRA 1, 2, 4A, and 4B)**
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)
- ___ Raised Ant Mounds (D6) **(LRR A)**
- ___ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ____ No ✔ Depth (inches): ____

Water Table Present? Yes ____ No ✔ Depth (inches): ____

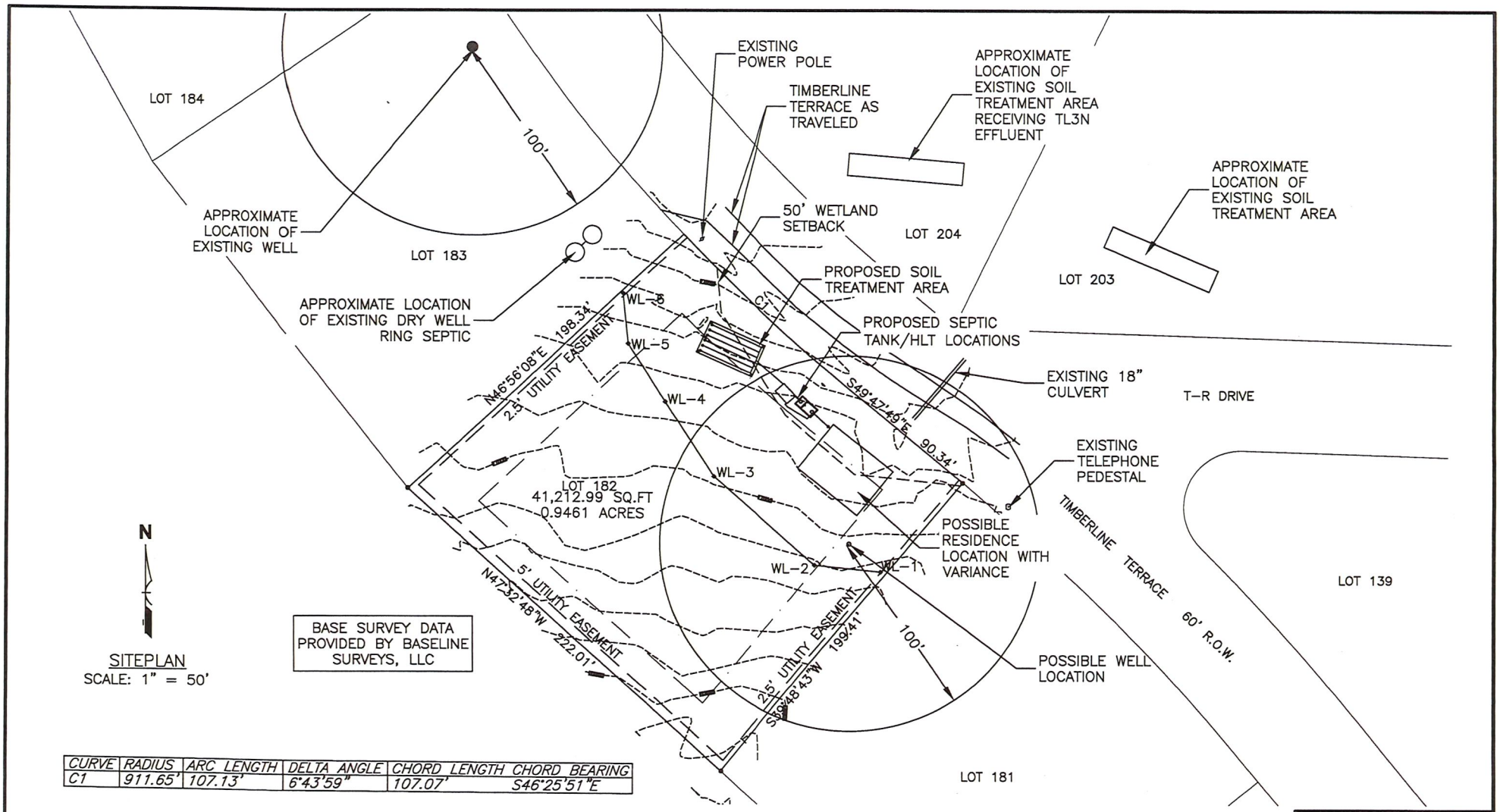
Saturation Present? (includes capillary fringe) Yes ____ No ✔ Depth (inches): ____

Wetland Hydrology Present? Yes ____ No ✔

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Hydrology indicators not present.



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	911.65'	107.13'	6°43'59"	107.07'	S46°25'51"E

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

PROJECT: 2024374

LOCATION:
5004 TIMBERLINE TERRACE
FAIRPLAY, CO 80440

CLIENT: CANIGLIA REAL ESTATE GROUP

TITLE: SITE PLAN

DATE: 04/13/2025

SCALE: SHOWN

DRAWN BY: JDM

REVISIONS:
1
2
3

SHEET:
1/1

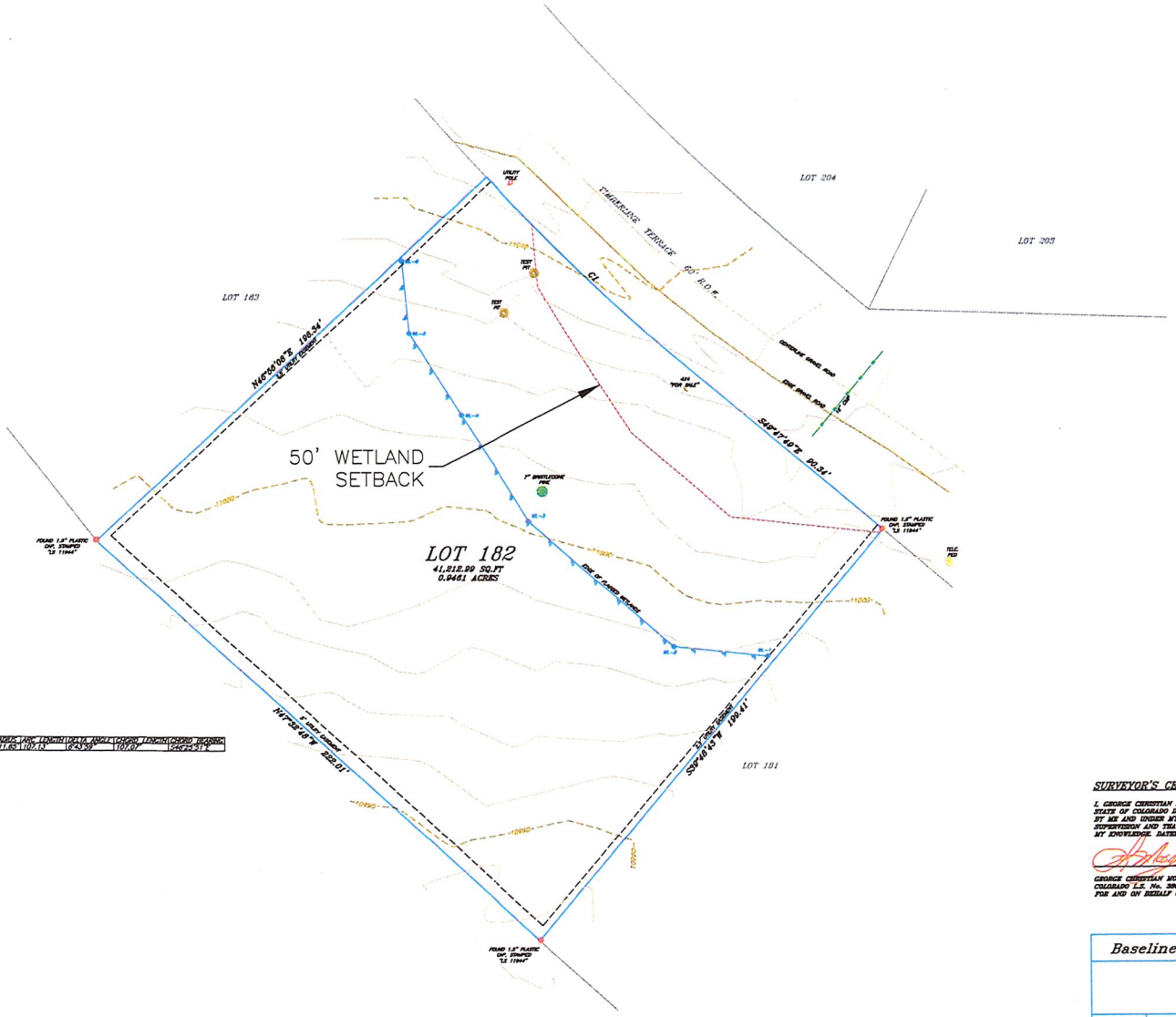
285 ENGINEERING

TOPOGRAPHIC SURVEY
LOT 182
VALLEY OF THE SUN–FILING No. 1
PARK COUNTY, COLORADO

0' 20' 40' 60'

SCALE 1" = 20'

CONTOUR INTERVAL = 2 FOOT



SURVEYOR'S CERTIFICATE

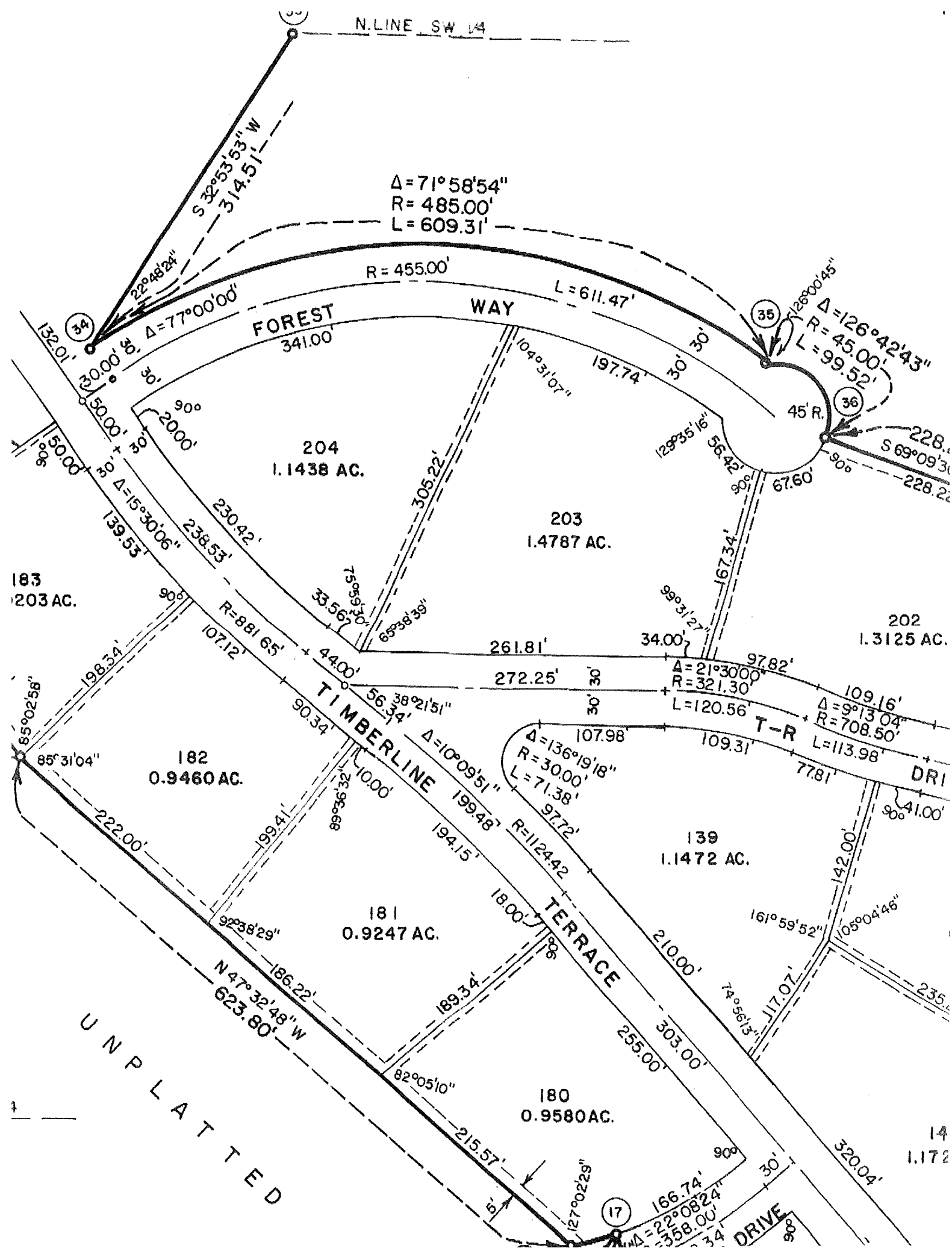
I, GEORGE CHRISTIAN MOODY, BEING A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THIS TOPOGRAPHIC MAP WAS PREPARED BY ME AND UNDER MY SUPERVISION FROM A SURVEY MADE BY ME AND UNDER MY SUPERVISION AND THAT THE FEATURES SHOWN HEREON ARE ACCURATE TO THE BEST OF MY KNOWLEDGE. DATED THIS 20th DAY OF OCTOBER, 2022.

GEORGE CHRISTIAN MOODY, P.L.S.
COLORADO L.S. No. 38002
FOR AND ON BEHALF OF BASELINE SURVEYS, LLC

Baseline Surveys LLC
P.O.BOX 7578
13541 COLO. HWY 9N
BRECKENRIDGE, CO 80424
(970) 453-7135

STOPOGRAPHIC SURVEY
LOT 182
VALLEY OF THE SUN–FILING No. 1
PARK COUNTY, COLORADO

Date	Revisions		
		Date: 10/20/2022	Scale Horiz: 1" = 20'
		Drawn By: RDG	Checked By: NPO
		Job File: 4750	DWG File: 4750 TOPO


N. LINE SW 14
S 32°53'53" W
314.51'
22°48'24"
Δ = 71°58'54"
R = 485.00'
L = 609.31'
R = 455.00'
L = 611.47'
Δ = 77°00'00"
FOREST WAY
341.00'
132.01'
30.00'
30'
50.00'
90°
20.00'
204
1.1438 AC.
104°31'07"
197.74'
30'
126°00'45"
Δ = 126°42'43"
R = 45.00'
L = 99.52'
45' R.
129°35'16"
56.42'
67.60'
90°
S 69°09'30"
228.22'
305.22'
203
1.4787 AC.
167.34'
99°31'27"
34.00'
261.81'
202
1.3125 AC.
97.82'
Δ = 21°30'00"
R = 321.30'
L = 120.56'
109.16'
Δ = 9°13'04"
R = 708.50'
L = 113.98'
T-R
DRI
139.53'
238.53'
230.42'
Δ = 15°30'06"
183
203 AC.
R = 881.65'
107.12'
198.34'
65°02'58"
75°59'30"
33.56'
65°38'39"
44.00'
272.25'
38°21'51"
56.34'
90.34'
TIMBERLINE
Δ = 10°09'51"
199.48'
R = 1124.42'
182
0.9460 AC.
85°31'04"
222.00'
199.41'
89°36'32"
10.00'
194.15'
Δ = 136°19'18"
R = 30.00'
L = 71.38'
107.98'
109.31'
77.81'
97.72'
41.00'
139
1.1472 AC.
142.00'
161°59'52"
105°04'46"
18.00'
181
0.9247 AC.
92°38'29"
TERRACE
210.00'
74°56'13"
117.07'
235.
N 47°32'48" W
623.80'
186.22'
189.34'
82°05'10"
180
0.9580 AC.
255.00'
303.00'
320.04'
215.57'
127°02'29"
166.74'
Δ = 22°08'24"
R = 358.00'
DRIVE
UNPLATTED

Google Maps

5004 Timberline Terrace

Map data ©2025 Google 200 ft

PARK COUNTY BOARD OF ADJUSTMENT
PLANNING DEPARTMENT STAFF REPORT
Hearing date: February 17th, 2026

Prepared on:	February 10, 2026
Prepared by:	Kay Wolf, Planner II
Case number:	A26-0003
Subject:	Burland Ranchettes Variance
Request:	Applicant is requesting a 15' setback variance from the side lot line to build a 30' x 40' garage that allows access for septic service.

Application summary

Applicant/s:	Bruce Breger
Owner/s:	Bruce Breger
Location:	NW ¼ of T07 R72 S27, also known as Burland Ranchettes Unit 21 LOT 39, addressed as 420 Ridge Rd, Bailey
Current zone district:	Residential
Surrounding zoning:	Residential
Lot size:	1.05 acres
Proposed use:	Residential

Background

Breger first came to own this 1.05-acre lot (the subject property) and its adjacent 1.12-acre lot (which together form informally consolidated parcel #17229) in 2010 after the previous owners passed away. The existing house was built in 1972 and due to the location of the house and the septic tank, Breger is requesting a variance of 15 feet to the side lot line (to his other lot) and construct a garage that meets the setback requirement to the front lot line and continues to allow a septic service vehicle to access the septic tank for servicing.

Land Use Regulations and Strategic Master Plan

Each of the standards for approval of a variance (LUR Section 3-1-3.100) is addressed below.

1. **A strict application of the Resolution causes peculiar and exceptional practical difficulties or exceptional and undue hardship by reason of exceptional narrowness, shallowness, or shape of a specific piece of land or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the land:**

   Due to the location of the house and the septic tank, a variance is required to build a garage with a footprint larger than the residential home to allow for continued access to service the septic tank.

2. **The applicant provided reasonable and adequate evidence that the variance request is not a self-imposed hardship that can be rectified by means other than relief through a variance:**

   For a garage for four cars and 400 sq-ft of storage, there is no alternative placement that would be reasonable given the location of the driveway and house, the setback requirements for the leach field, the front property line, and to ensure continued access to the septic tank for servicing.

3. **There exists no substantial detriment to any neighbor or to the public by the granting of the variance:**

   The requested variance would only change the setback to the adjacent parcel also owned by the applicant, so no effect to the public or any other neighbor is likely to occur as a result of approving this variance.

4. **The intent and purpose of the regulation being varied is not substantially impaired or defeated by the granting of the variance.**

   Given that there are no structures on the adjacent property and that the applicant also owns the adjacent property that would be affected by this variance, the variance would not violate any intents or purposes of the regulation being varied.

Impact analysis

Because the applicant also owns the adjacent property to which the setback variance is requested, no impacts are anticipated.

Referral responses

None

Staff recommendation

Based on the foregoing, assuming the garage size is a necessity, staff recommends approval without condition.

PARK COUNTY APPLICATION FOR
VARIANCE
NON-REFUNDABLE APPLICATION FEE: $700

All applicants must submit one complete application and attend a pre-application conference with the Park County Planning Department Staff seven (7) to ten (10) working days prior to the application submittal deadline.

If you have questions regarding this form please contact the Planning Department by phone at (719) 836-4292, or e-mail planning.zoning@parkcountyco.gov, fax (719) 836-4351, or write to us at P.O. Box 1598 Fairplay, CO 80440.

A. APPLICANT AND OWNERSHIP INFORMATION

Applicant's Name: BRUCE S. BREGER

Mailing Address: 420 S. RIDGE RD.

City: BAILEY State: CO Zip: 80421

Email Address: [redacted]

Telephone (work)_____ (home [redacted] fax)_____

Owner's Name: BRUCE S BREGER

Mailing Address: 420 S RIDGE RD BAILEY CO. 80421

Telephone No.: [redacted]

B. PROPERTY INFORMATION

Complete Legal Description of Property Proposed for the Variance (attach additional page, if necessary):

LOTS 39 AND 40 BURLAND RANCHETTES, UNIT 2, COUNTY OF PARK STATE OF COLORADO

Street Address of Property: 420 S RIDGE RD

Property's Total Acreage: 2

Current Zone District of Property: C

Proposed Zone District of Property: C

For County Use Only
Planning Department Confirmation of Current Zone District:
District: Residential
Kay Wolf
Print Full Name

parcel 17229

Requirements for a Variance
Article III, Division 1, Section 3-100

C. APPLICATION REQUIREMENTS

	For County Use Only: Initial Receipt of the Required Information
1. Application Fee. An application fee in the amount of $700 must be paid at the time of submission of the application. Make the check or money order to the Park County Planning Department. The fee pays for the typical cost to the County to process the application. Any additional costs that may occur are the applicant's responsibility.	(1.) ✓
✓2. Tax receipt-showing payment of current taxes. This can be obtained at the Park County Treasurer's office.	(2.) ✓
✓3. Proof of ownership in the form of a recorded Warranty Deed. This can be obtained at the Park County Clerk and Recorders office.	(3.) ✓
4. A legal description of the property proposed for the Variance prepared by a licensed Colorado land surveyor.	(4.) staff ~~on deed~~
X 5. A list of names and mailing addresses of all owners of adjacent property to the property subject to the proposed Variance, this information is at Park County Assessor's Office.	(5.) staff
X 6. A vicinity map of where the proposed property is located within Park County.	(6.) staff
7. A site plan drafted at a commonly used engineering scale with clear indication how the variance relates to the affected land with the following information:	(7.) ✓
a. Name and address of the owner;	(7a.) ✓
b. Date of preparation, map scale, and north arrow;	(7b.) ✓
c. Lot dimensions, total acreage, and points of access to the property, internal roads and trails. The map must illustrate how access is obtained from the property subject to variance to the nearest county road or highway;	(7c.) ✓
d. Natural features of the property subject to variance including, wetlands, floodplain, riparian areas, water bodies, rock outcroppings, significant vegetation, geological or other hazards, and slopes greater than twenty-five percent (25%);	(7d.)
e. Utility systems including existing and proposed water wells, sewer systems, electric services, and natural gas;	(7e.) ✓
f. The dimensions, height and setbacks of all existing and proposed structures.	(7f.) ✓
g. A clear illustration or description of the proposed variance, using shading, crosshatching, or highlighting, to accurately illustrate the proposal.	(7g.) ✓
8. The property must be clearly identified with the address and posted according to the Park County address requirements (attached).	(8.) ✓

9. Letters of consent to alter or vacate utility easements from all public utilities serving the site, if applicable

10. A written description identifying the specific provision of the Land Use regulations that the owner seeks to vary and the extent to which the provision is proposed to be varied or modified.

11. A written description of the reasons justifying the variance detailing how the standards for approval of the variance provided by Section 3-100(B) are met or satisfied.

12. Any other information that are judged necessary by the Planning staff to ensure compliance with the Standards for Approval.

Note: Refer to Park County Land Use Regulations Article III, Standards for Approval of Variance.

For County Use Only: Initial Receipt of the Required Information
(9.) n/a
(10.)
(11.)
(12.) n/a

D. APPLICANT AND LANDOWNER SIGNATURES:

The undersigned applicant and landowner hereby verify and affirm that the information contained in this application is complete and accurate. The undersigned applicant and landowner understands and acknowledges that the submission of inaccurate and incorrect information may result in the denial or rejection of the application and/or result in the invalidation of any approvals issued by Park County, Colorado.

Applicant: Signed: _____
Print name: BRUCE S. BREGGR
If company, state Title/Position: _____

Owner: Signed: _____
Print name: BRUCE S BREGGR
If company, state Title/Position: _____

E. VERIFICATION OF DATE OF DELIVERY OF APPLICATION

This application was submitted to the Park County Planning Department on the following date and time:

JAN 7 KW, 20 26
Month Day Year

For County Use Only:
Verification of Date of Delivery and County Receipt of Application
Date: 1/7/2026
Print Name: Kay Wolf

Payment of the Applicant Fee was made by:

✓	Personal Check # 2053	Amount $ 700
_____	Cash	Amount $ _____
_____	Other _____	Amount $ _____

APPLICANT MUST ATTEND THE HEARING. IF A REPRESENTATIVE ATTENDS THE HEARING ON BEHALF OF THE APPLICANT, A NOTARIZED LETTER OF CONSENT MUST ACCOMPANY THE APPLICATION.

ALL BOARD OF ADJUSTMENT HEARINGS WILL BE SCHEDULED FOR THE SECOND WEDNESDAY OF EVERY MONTH. IF A QUORUM IS NOT AVAILABLE, THE HEARING WILL BE SCHEDULED THE NEXT AVAILABLE DATE.

APPENDIX C

AFFIDAVIT OF UNDERSTANDING

I, BRUCE S. BREGER, the undersigned applicant, hereby acknowledge and agree to the following terms and conditions related to the submission of my application to the Park County Development Services Department.

1. ACKNOWLEDGMENT OF APPENDIX C REQUIREMENTS: I understand that, pursuant to Appendix C – Development Review Fees of the Park County Land Use Regulations, all application fees are non-refundable once an application has been received by the County, regardless of its status or outcome.

2. RESPONSIBILITY FOR COMPLETENESS: I acknowledge that it is solely my responsibility to ensure that all required materials, forms, maps, and supporting documentation are submitted in full compliance with the applicable Land Use Regulations and departmental procedures.

3. INCOMPLETE, WITHDRAWN, OR DENIED APPLICATIONS: I understand that any application that is incomplete, withdrawn, or denied—whether administratively or by action of the Board of County Commissioners—shall not be eligible for reimbursement, credit, or transfer of any portion of the fee paid. Any subsequent or corrected submittal shall constitute a new application and require payment of the applicable fee as set forth in Appendix C.

4. CERTIFICATION: I affirm that I have read and fully understand this affidavit and the non-refundable nature of the application fee as described in Appendix C. I further acknowledge that this affidavit shall be retained as part of the official record of my application.

Applicant Name: BRUCE S BREGER
Mailing Address: 426 S RIDGE RD BAILEY CO. 80421
Project Name / Type: GARAGE

Signature of Applicant

BRUCE S BREGER
Print Name

LEILA HERNANDEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234030977
My Commission Expires: August 14, 2027

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

Acknowledged before me this 5th day of January 2026 by Leila Hernandez

Notary Public Witness my hand and official seal. My Commission Expires: August 14, 2027

Park County Treasurer Tax Receipt

Account	Parcel Number	Receipt Date	Receipt Number
R0017229	17229	Jun 11, 2025	2025-06-11-Kathleen-190871

BREGER BRUCE S
420 RIDGE ROAD
BAILEY, CO 80421

Situs Address
420 RIDGE RD BAILEY 80421

Payor
CoreLogic

Legal Description
T07 R72 S27 NW4 BURLAND RANCHETTES UNIT 21 LOT 39 AND 40

Property Code		Actual	Assessed	Year	Area	Mill Levy
SINGLE FAMILY LAND	- 1112	94,989	6,360	2024	0005	59.1527
SINGLE FAMILY IMP	- 1212	441,628	29,590	2024	0005	59.1527

Payments Received
Direct Deposit — Multi-Account Payment
Bank Account Alpine_Operating

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax	$1,512.54	$756.27	$756.27	$0.00
				$756.27	$0.00

Balance Due as of Jun 11, 2025 **$0.00**

Thank you for your payment.

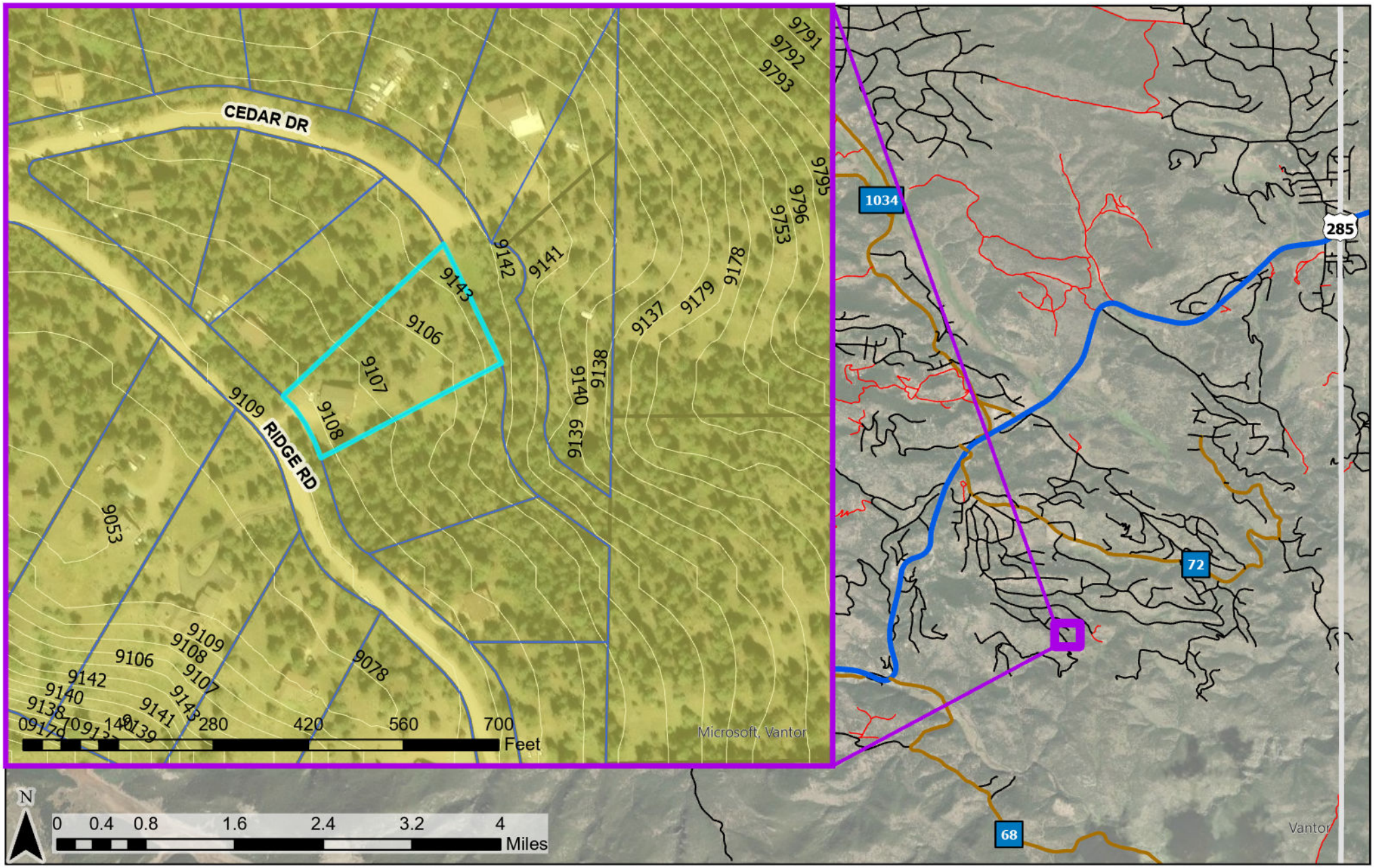
Adjacent Property Owners of Parcel 17229, Lot 39
Parcel 17229, Lot 40 owned by applicant

Parcel 18165
Stephen C and Joan L Dabbert
32 Cedar Dr
Bailey CO 80421

Parcel 46071
Jeffrey J and Sarah C Proebstle
421 S Ridge Rd
Bailey CO 80421

Parcel 16163
Donald W Schmitz Jr and Cynthia D Schmitz
395 S Ridge Rd
Bailey CO 80421

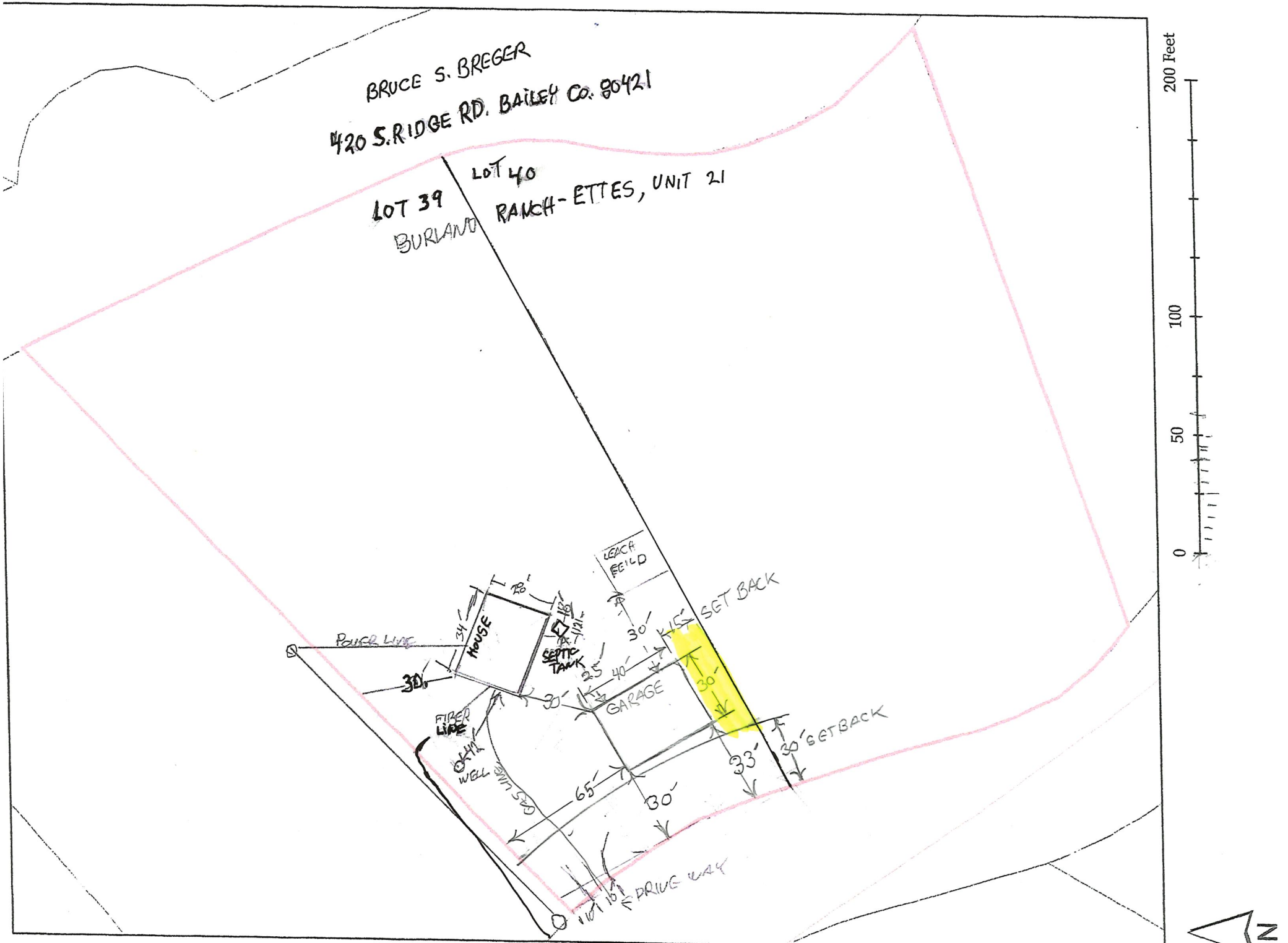
Parcel 15870, 30459
James Keith Toland and Elma Janeal Toland
127 Cedar Dr
Bailey CO 80421



CountyLine
County Rd
Local Rd
Private Rd
State Hwy
US Hwy
R
10ftContour

Park County Planning & Zoning

This map and the data displayed are not survey quality and should not be used for any legal purpose(s)


BRUCE S. BREGER
420 S. RIDGE RD. BAILEY CO. 80421
LOT 39
LOT 40
RANCH-ETTES, UNIT 21
BURLAND
LEACH FIELD
SET BACK
POWER LINE
HOUSE
SEPTIC TANK
GARAGE
FIBER LINE
WELL
GAS LINE
DRIVE WAY
30' SETBACK
200 Feet
100
50
0
N

Request for Variance

Request for Variance of setbacks at 420 South Ridge Road, Bailey, CO 80421

This document addresses a request for Variance per Park County Application for Variance, page 3 of 7, paragraph C. 11. – Revised October 2025.

Standard setbacks of 30 feet on the East side of the property for the proposed new structure (garage) are inadequate to allow vehicle traffic access to the areas of the property beside and behind the primary structure (the house). Without this variance the septic service company vehicles cannot access the septic tank when service or pump out is required. Requested variance is from the standard 30 feet down to 15 feet.


420

After Recording Return To:
FLAGSTAR BANK, FSB
Final Documents Mail Stop W-535-1 5151 Corporate Drive
TROY, MICHIGAN 48098
Loan Number: 5045925I7

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 100358011608250000 **MERS Phone: 888-679-6377**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 30, 2016 , together with all Riders to this document.
(B) "Borrower" is Bruce S Breger

Borrower is the trustor under this Security Instrument.
(C) "Lender" is RED ROCKS CREDIT UNION

Lender is a CREDIT UNION organized and existing under the laws of COLORADO
Lender's address is 8195 SOUTHPARK LN, LITTLETON, COLORADO 80120

(D) "Trustee" is the Public Trustee of PARK County, Colorado.
(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(F) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 30, 2016 . The Note states that Borrower owes Lender ONE HUNDRED NINETY-ONE THOUSAND AND 00/100 Dollars (U.S. $ 191,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2046 .
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider
- ☐ Other(s) [specify]

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(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "Escrow Items" means those items that are described in Section 3.
(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of: PARK
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

See Title
A.P.N.: 17229

which currently has the address of 420 S RIDGE RD
[Street]

BAILEY , Colorado 80421-1862 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds,

Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again

becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent,

Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall

promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

BRUCE S BREGER (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Witness:

_____

Witness:

_____

[Space Below This Line For Acknowledgment]

State of COLORADO

County of Douglas

The foregoing instrument was acknowledged before me this 9.30.16

by BRUCE S BREGER

DANTHA K STEWART
Notary Public
State of Colorado
My Commission Expires: 09 04, 2020
LIC# 19964016316

Signature of Person Taking Acknowledgment

Title

Serial Number, if any

(Seal)

My commission expires: 9.4.20

Loan Originator: Bill Schimel, NMLSR ID 424276
Loan Originator Organization: RED ROCKS CREDIT UNION, NMLSR ID 412773

729174 10/6/2016 9:03 AM Debra A Green
12 of 12 DOT R$66.00 D$0.00 Park County Clerk

ATTACHED LEGAL DESCRIPTION

Lots 39 and 40, Burland Ranch-Ettes, Unit 21,
County of Park, State of Colorado.

Also Known as: 420 South Ridge Road, Bailey, CO 80421-1862

BURLAND RANCHETTES SLEEPY HOLLOW UNIT 21

RESOLUTION 94-7

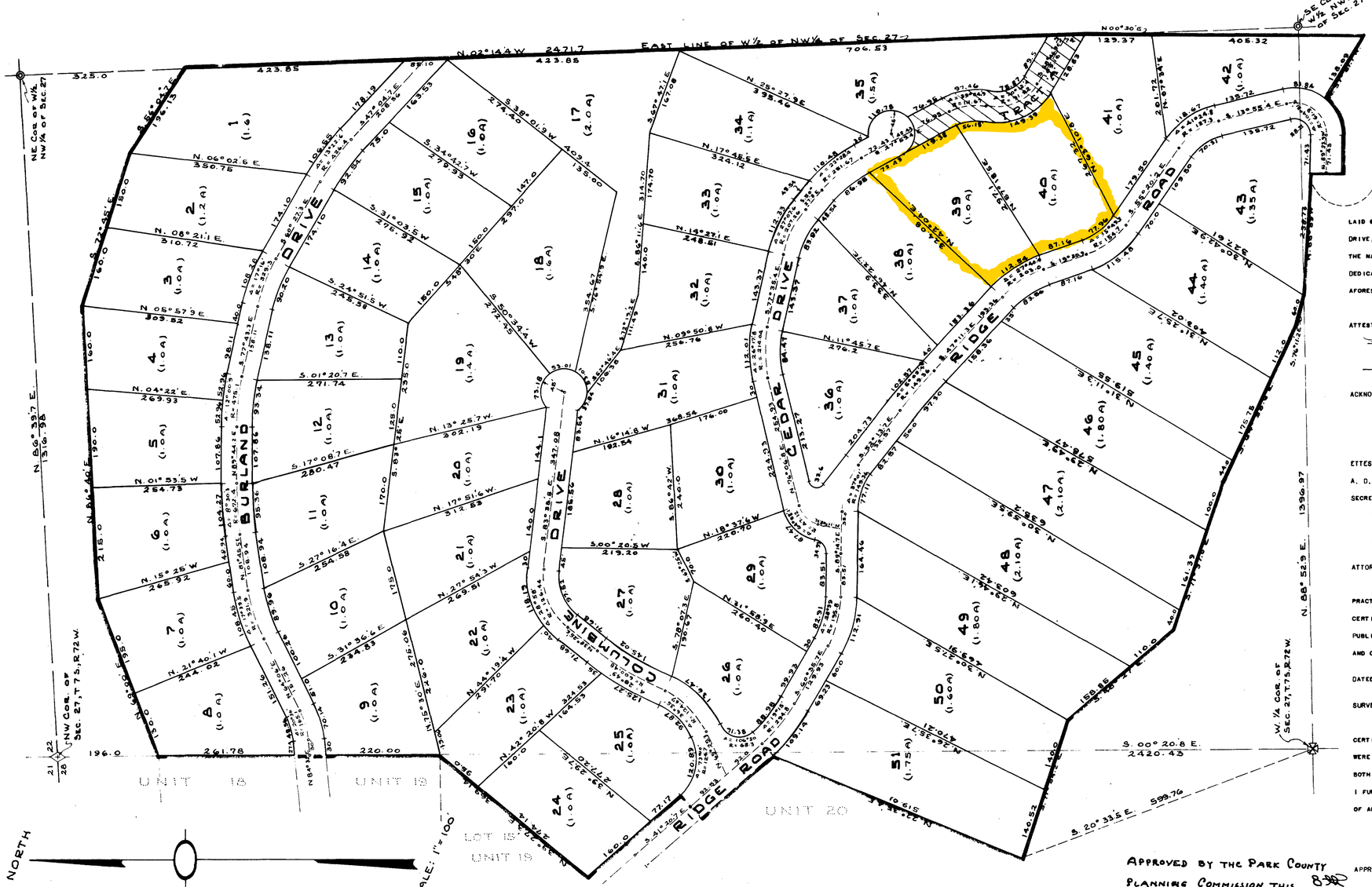
DRAWING NUMBER

PLAN HOLD CORPORATION • IRVINE, CALIFORNIA

DRAWING NUMBER

PLAN HOLD CORPORATION • IRVINE, CALIFORNIA

BURLAND RANCH-ETTES UNIT 21



Kurt O. Linn
ENGINEER & SURVEYOR - 7575 WEST TWENTY-THIRD AVENUE - LAKEWOOD 15, COLORADO - BELMONT 3-3171 -

NOTE:

ALL SHOWN ROADS ARE 60 FEET IN WIDTH.

AN EASEMENT, 5 FEET WIDE, IS RESERVED ALONG ALL REAR AND SIDE-SITE LINES, FOR UTILITY INSTALLATION AND MAINTENANCE.

SANITARY FACILLITIES ARE TO COMPLY WITH THE REQUIREMENTS OF THE COLORADO DEPT. OF PUBLIC HEALTH.

DEDICATION:-

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, BEING THE OWNER OF THAT PORTION OF THE WEST ½ OF THE WEST ½ OF SECTION 27, AND OF THAT PORTION OF THE NE¼ OF SECTION 28, BOTH OF SAID SECTIONS BEING IN TOWNSHIP 7 SOUTH, RANGE 72 WEST OF THE 6TH P. M., SHOWN ON THE ACCOMPANYING PLAT, HAS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO BLOCKS, LOTS, BURLAND DRIVE, COLUMBINE DRIVE, CEDAR DRIVE, RIDGE ROAD, AND TRACT "A" UNDER THE NAME AND STYLE OF BURLAND RANCH-ETTES, UNIT 21, AND DOES HEREBY DEDICATE AND CONVEY TO PARK COUNTY, IN FEE SIMPLE, FOR PUBLIC USE, THE AFORESAID PUBLIC ROADS.

BURLAND RANCH-ETTES, INC.

ATTEST: Fred O. Burke, SECRETARY.

Gilbert G. Beakland, PRESIDENT.

ACKNOWLEDGEMENT:

STATE OF COLORADO } S.S.
COUNTY OF JEFFERSON }

THE FOREGOING PLAT AND DEDICATION OF BURLAND RANCH-ETTES--UNIT 21, WAS ACKNOWLEDGED BEFORE ME THIS 4TH DAY OF AUGUST, A. D. 1967, BY GILBERT G. BEAKLAND AS PRESIDENT, AND FRED O. BURKE AS SECRETARY OF BURLAND RANCH-ETTES, INC., A COLORADO CORPORATION.

WITNESS MY HAND AND SEAL

Kurt O. Linn NOTARY PUBLIC.

MY COMMISSION EXPIRES AUGUST 29, 1970.

ATTORNEY'S CERTIFICATE:

I, EMORY L. O'CONNELL, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE BEFORE COURTS OF RECORD IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS SHOWN HEREON AS PUBLIC WAY, AND THAT TITLE TO SUCH LANDS IS IN THE DEDICATOR, FREE AND CLEAR OF ALL LEINS AND ENCUMBRANCES.

DATED THIS 4TH DAY OF AUGUST, 1967

Emory L. O'Connell

SURVEYOR'S CERTIFICATE:

I, KURT O. LINN, LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND PLAT OF BURLAND RANCH-ETTES---UNIT 21, WERE MADE BY ME AND UNDER MY SUPERVISION AND INSTRUCTIONS, AND THAT BOTH ARE ACCURATE AND TRUE, TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT ALL OF THE SHOWN LOTS EXCEED 40,000 SQUARE FEET OF AREA, AND THAT NONE OF THE SHOWN ROADS EXCEED 6% IN GRADE.

Kurt O. Linn.
COLORADO LICENSE NO. 1512

APPROVED BY THE PARK COUNTY PLANNING COMMISSION THIS 8th DAY OF AUGUST, 1967

CHAIRMAN

SECRETARY

APPROVALS:

THE ACCOMPANYING PLAT IS ACCEPTED FOR FILING, AND ACCEPTANCE OF THE PUBLIC ROADS SHOWN THEREON IS APPROVED BY THE PARK COUNTY BOARD OF COUNTY COMMISSIONERS THIS 8th DAY OF AUGUST, 1967; SUBJECT TO THE PROVISION THAT THE COUNTY OF PARK SHALL NOT UNDERTAKE THE MAINTENANCE OF SUCH ROADS UNTIL SATISFACTORY CONSTRUCTION THEREOF BY THE SUBDIVIDER.

CHAIRMAN

Marjorie M. Richardson, CLERK.

Marjorie M. Richardson, CLERK & RECORDER. ACCEPTED FOR FILING IN THE OFFICE OF THE PARK COUNTY CLERK & RECORDER THIS 8 DAY OF AUGUST, 1967, AT 11:17 A M

RECEPTION No. 17[illegible]

B-31

PARK COUNTY BOARD OF ADJUSTMENT
PLANNING DEPARTMENT STAFF REPORT

Board of Adjustment Hearing Date: February 17, 2026

To: Board of Adjustments

Date: February 10, 2026

Prepared by: Shelli Yarbrough, Planner I

Case Number: A26-0004

Subject: Variance

Request: The applicant is requesting a 15' variance from the south side (rear) lot line to build a shed, resulting in a 5' property line setback instead of the normal 20' county setback requirement.

Application Summary:

Applicant:	David Blau
Owner:	David Blau
Location:	Lot 3 NEW, Harris Park Estates, Unit 6, Block 87, addressed as 202 Wilkins Rd, Bailey CO 80421
Current Zone District:	Residential
Surrounding Zoning:	Residential – see attachment 1
Lot Size:	0.46 Acres
Existing Use:	Single Family Residential
Proposed Use:	Adding a Shed at the rear of the property

Background:

The subject property is in the Harris Park Subdivision, near Bailey. A Vicinity Map is included as Attachment 2. The topography of the parcel shows 40-50 feet of elevation change from the front to the rear of the parcel. There are wetlands on the adjacent parcel to the south owned by the Harris Park Metro District. The applicant has had a review done by the U.S. Army Corps of Engineers and it was determined that the parcel located at 202 Wilkins Rd is dry land. A conditions map of the subject property and surrounding parcels is included as Attachment 3. The home was built in 2004, with a deck added in 2023. The applicant would like to build a shed for additional work and storage space. There are currently other sheds on the property for storage, these will be removed when this larger shed is built. The adjacent parcel to the south, owned by the Harris Park Metro District, is a park and horse pasture. The applicant spoke to the owner of the home to the east; they had no objections to the variance. The parcel to the west is vacant, unimproved land that the applicant does not own but is actively trying to purchase.

Land Use Regulations and Strategic Master Plan:

Each of the standards for approval of a variance (Land Use Regulation (LUR) Article III, Division 1, Section 3-100) is addressed below.

1. **A strict application of the Resolution causes peculiar and exceptional practical difficulties or exceptional and undue hardship by reason of exceptional narrowness, shallowness, or shape of a specific piece of land or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the land:**

   The lot has a small building envelope which is further constrained by the septic tank and leach field, existing structures, topography and other property lines.

2. **The applicant provided reasonable and adequate evidence that the variance request is not a self-imposed hardship that can be rectified by means other than relief through a variance:**

   The raised terrace at the rear of the parcel and the topography going towards the front creates conditions that warrant a variance. The slope of the natural landscape would require substantial backfill and soil disruption if placed closer to the home on the property.

3. **There exists no substantial detriment to any neighbor or to the public by the granting of the variance:**

   No substantial impacts to surrounding properties are anticipated. The proposed shed would be more than 75 feet from any structures on the lot to the west, will reduce the number of structures on the subject property, will not affect the horse pasture and community area to the south and the parcel to the east is vacant. No objections from adjacent property owners have been received.

4. **The intent and purpose of the regulation being varied is not substantially impaired or defeated by the granting of the variance.**

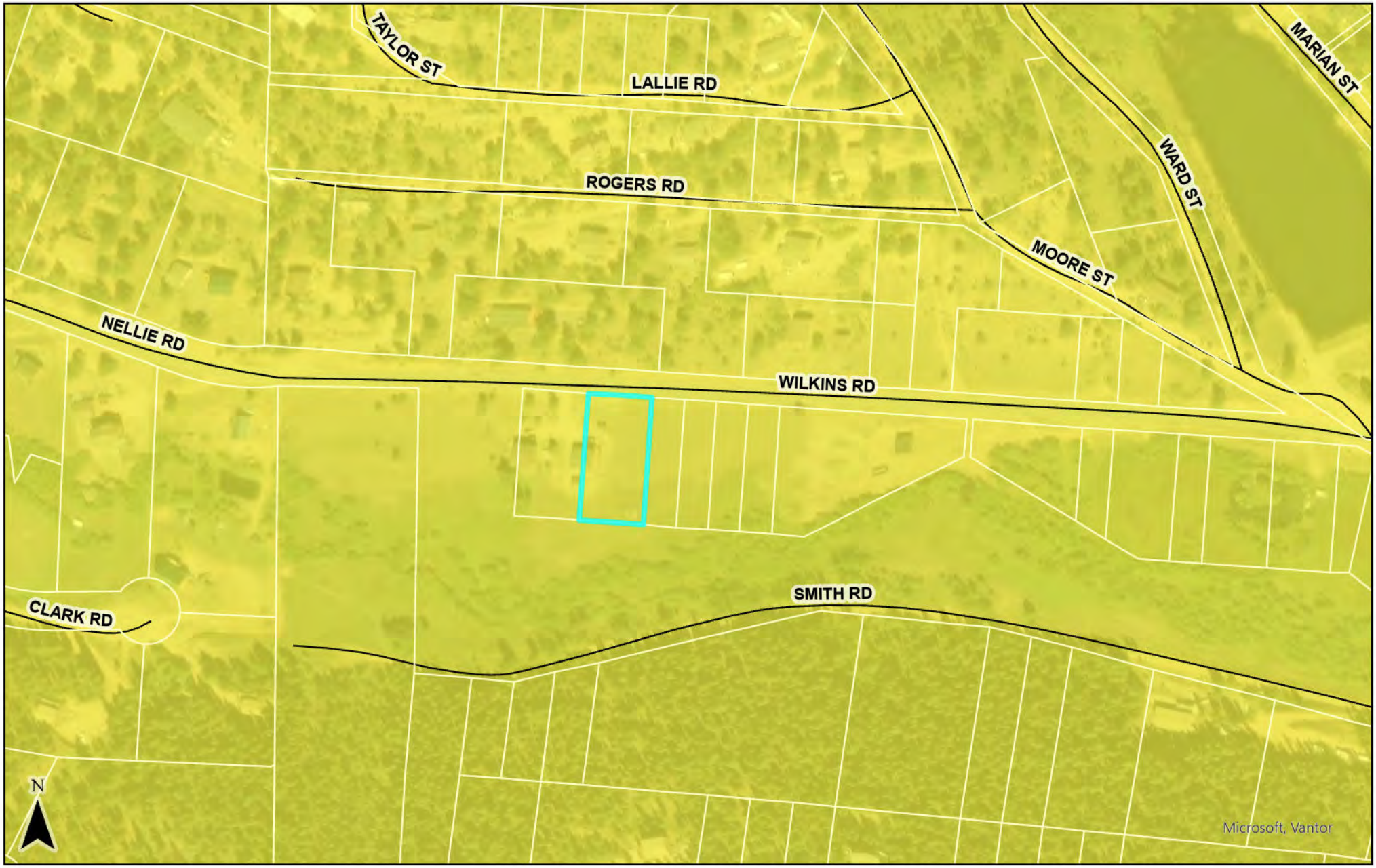
   Setback requirements are intended to preserve privacy, safety, and spatial balance between structures. In this case, the intent of the regulation is preserved by maintaining separation from adjacent structures.

Impact Analysis:

No adverse aesthetic or environmental impacts are anticipated.

Recommendation:

Staff recommends approval of this application with no conditions.



Park County Planning & Zoning

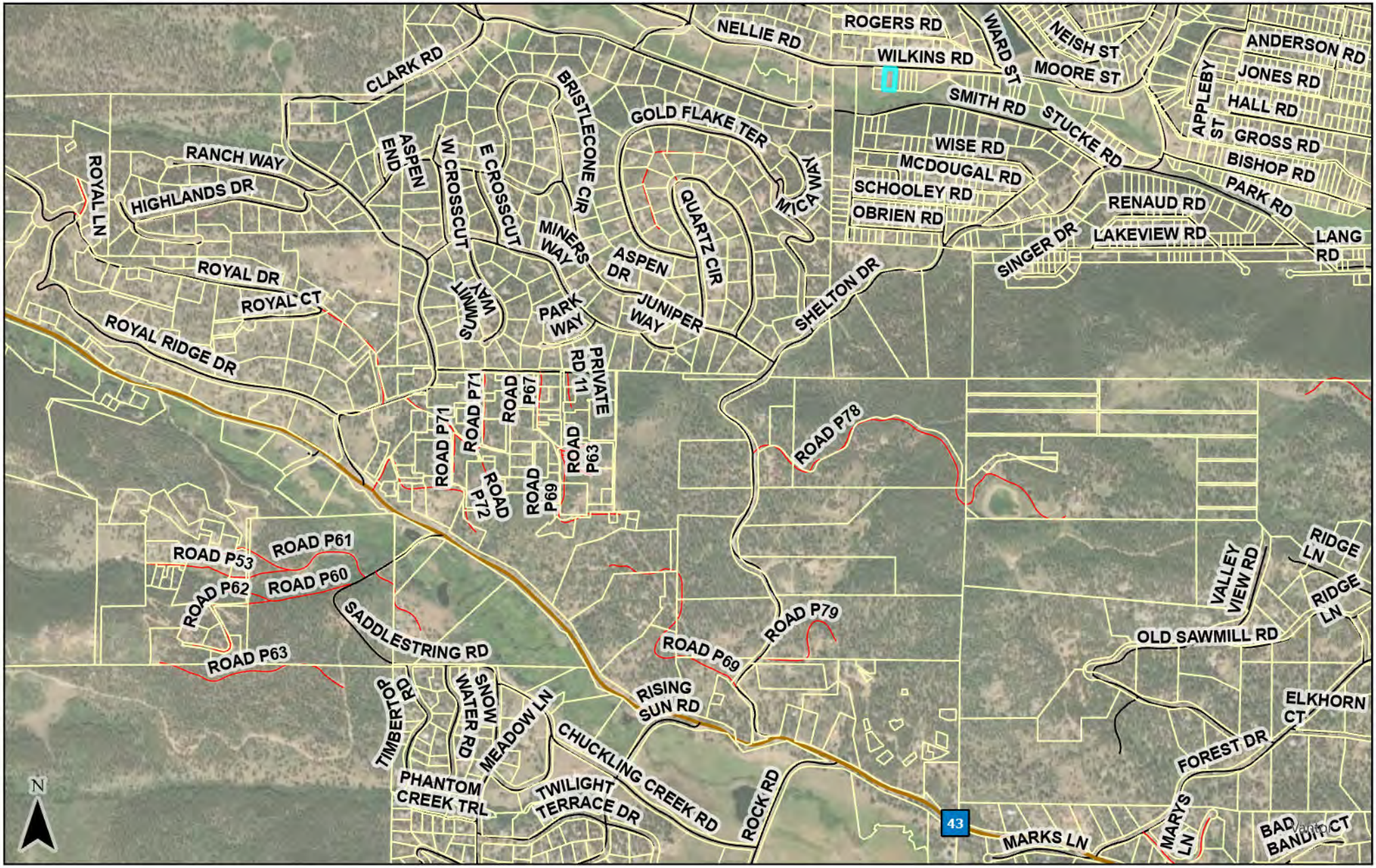
This map and the data displayed are not survey quality and should not be used for any legal purpose(s)

ParcelsLayout
County Rd
Local Rd
Private Rd
State Hwy
US Hwy

Agricultural
Commercial
Conservation/Recreation
Industrial
Mining
Mobile Home Park

Rural Center Mixed
Planned Unit Development
Residential
Recreational Vehicle Park

0 90 180 360 540 720
Feet

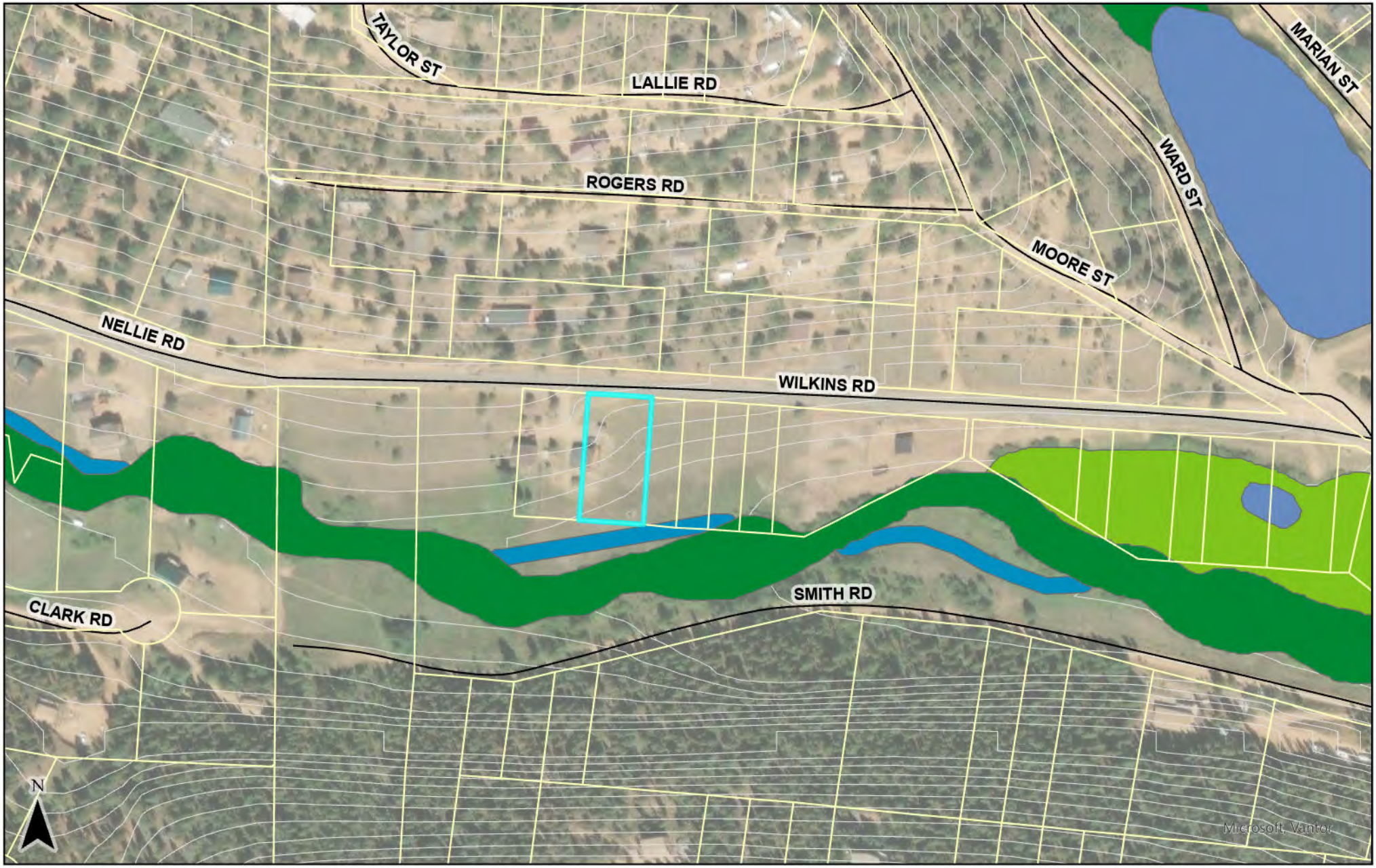


Park County Planning & Zoning

This map and the data displayed are not survey quality and should not be used for any legal purpose(s)

ParcelsLayout
County Rd
Local Rd
Private Rd
State Hwy
US Hwy

0 500 1,000 2,000 3,000 4,000 Feet



Park County Planning & Zoning

This map and the data displayed are not survey quality and should not be used for any legal purpose(s)

0 90 180 360 540 720 Feet

- ParcelsLayout
- Freshwater Emergent Wetland
- Freshwater Forested/ Shrub Wetland
- Freshwater Pond
- Riverine
- County Rd
- Local Rd
- Private Rd
- State Hwy
- US Hwy
- 10ftContour

#1

PARK COUNTY APPLICATION FOR
VARIANCE
NON-REFUNDABLE APPLICATION FEE: $700

All applicants must submit one complete application and attend a pre-application conference with the Park County Planning Department Staff seven (7) to ten (10) working days prior to the application submittal deadline.

If you have questions regarding this form please contact the Planning Department by phone at (719) 836-4254, or e-mail ppdi@parkco.us, fax (719) 836-4351, or write to us at P.O. Box 1598 Fairplay, CO 80440.

A. APPLICANT AND OWNERSHIP INFORMATION

Applicant's Name: David Blau

Mailing Address: P.O. Box [redacted]

City: Conifer State: CO Zip: 80433

Telephone

(work) [redacted] (home) _____ (fax) _____

Owner's Name: David Blau

Mailing Address: P.O. Box [redacted], Conifer, CO 80433

Telephone No.: [redacted]

B. PROPERTY INFORMATION

Complete Legal Description of Property Proposed for the Variance (attach additional page, if necessary):

Parcel - 45730 Legal: T06 R73 S23 NE4 Harris Park Estates Unit 6 Block 087 Lot 03 New

Street Address of Property: 202 Wilkins Rd., Bailey, CO 80421

Property's Total Acreage: 0.46

Current Zone District of Property: District 0007

Proposed Zone District of Property: _____

For County Use Only
Planning Department Confirmation of Current Zone District:
District: residential

Print Full Name

Requirements for a Variance
Article III, Division 1, Section 3-100

C. APPLICATION REQUIREMENTS

	For County Use Only: Initial Receipt of the Required Information
1. Application Fee. An application fee in the amount of $700 must be paid at the time of submission of the application. Make the check or money order to the Park County Planning Department. The fee pays for the typical cost to the County to process the application. Any additional costs that may occur are the applicant's responsibility.	(1.)
2. Tax receipt-showing payment of current taxes. This can be obtained at the Park County Treasurer's office.	(2.)
3. Proof of ownership in the form of a recorded Warranty Deed. This can be obtained at the Park County Clerk and Recorders office.	(3.)
4. A legal description of the property proposed for the Variance prepared by a licensed Colorado land surveyor.	(4.)
5. A list of names and mailing addresses of all owners of adjacent property to the property subject to the proposed Variance, this information is at Park County Assessor's Office.	(5.)
6. A vicinity map of where the proposed property is located within Park County.	(6.)
7. A site plan drafted at a commonly used engineering scale with clear indication how the variance relates to the affected land with the following information:	(7.) ask Tom for digital copy.
a. Name and address of the owner;	(7a.)
b. Date of preparation, map scale, and north arrow;	(7b.)
c. Lot dimensions, total acreage, and points of access to the property, internal roads and trails. The map must illustrate how access is obtained from the property subject to variance to the nearest county road or highway;	(7c.)
d. Natural features of the property subject to variance including, wetlands, floodplain, riparian areas, water bodies, rock outcroppings, significant vegetation, geological or other hazards, and slopes greater than twenty-five percent (25%);	(7d.)
e. Utility systems including existing and proposed water wells, sewer systems, electric services, and natural gas;	(7e.)
f. The dimensions, height and setbacks of all existing and proposed structures.	(7f.)
g. A clear illustration or description of the proposed variance, using shading, crosshatching, or highlighting, to accurately illustrate the proposal.	(7g.)
8. The property must be clearly identified with the address and posted according to the Park County address requirements (attached).	(8.)

For County Use Only: Initial Receipt of the Required Information
(9.)
(10.) See
(11.) See
(12.) n/a

9. Letters of consent to alter or vacate utility easements from all public utilities serving the site, if applicable

10. A written description identifying the specific provision of the Land Use regulations that the owner seeks to vary and the extent to which the provision is proposed to be varied or modified.

11. A written description of the reasons justifying the variance detailing how the standards for approval of the variance provided by Section 3-100(B) are met or satisfied.

12. Any other information that are judged necessary by the Planning staff to ensure compliance with the Standards for Approval.

Note: Refer to Park County Land Use Regulations Article III, Standards for Approval of Variance.

D. APPLICANT AND LANDOWNER SIGNATURES:

The undersigned applicant and landowner hereby verify and affirm that the information contained in this application is complete and accurate. The undersigned applicant and landowner understands and acknowledges that the submission of inaccurate and incorrect information may result in the denial or rejection of the application and/or result in the invalidation of any approvals issued by Park County, Colorado.

Applicant: Signed: _____
Print name: DAVID BLAU
If company, state Title/Position: _____

Owner: Signed: _____
Print name: DAVID BLAU
If company, state Title/Position: _____

E. VERIFICATION OF DATE OF DELIVERY OF APPLICATION

This application was submitted to the Park County Planning Department on the following date and time:

December 29, 20 25
Month Day Year

For County Use Only:
Verification of Date of Delivery and County Receipt of Application
Date: 12/29/25
Print Name: _____

Payment of the Applicant Fee was made by:

✓	Personal Check # 1009	Amount $ 700—
_____	Cash	Amount $ _____
_____	Other _____	Amount $ _____

APPLICANT MUST ATTEND THE HEARING. IF A REPRESENTATIVE ATTENDS THE HEARING ON BEHALF OF THE APPLICANT, A NOTARIZED LETTER OF CONSENT MUST ACCOMPANY THE APPLICATION.

ALL BOARD OF ADJUSTMENT HEARINGS WILL BE SCHEDULED FOR THE SECOND WEDNESDAY OF EVERY MONTH. IF A QUORUM IS NOT AVAILABLE, THE HEARING WILL BE SCHEDULED THE NEXT AVAILABLE DATE.

808216 3/19/2024 11:53 AM
1 of 1 R$10 D$0 N$0 S$3 M$0 E$0

Milena Kassel
Park County

STATEMENT OF AUTHORITY (SECTION 38-30-172, C.R.S.)

This Statement of Authority relates to The Broken Bar Diamond D Trust formed under the laws of Colorado with a mailing address of 202 Wilkins Road, Bailey, CO 80433. David C. Blau and Shawn M. Blau, Trustees of the Trust are authorized –jointly or severally and without limitation - to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Trust.

Executed this 19 day of March, 2024.

David C. Blau, Trustee

Shawn M. Blau, Trustee

STATE OF COLORADO)
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me on March 19, 2024, by David C. Blau and Shawn M. Blau, Trustees.

MADISON RENE MARTIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224041577
MY COMMISSION EXPIRES OCTOBER 27, 2026

Notary Public

#3

Park County Treasurer Tax Receipt

Account	Parcel Number	Receipt Date	Receipt Number
R0045730	45730	Jun 11, 2025	2025-06-11-Kathleen-190871

BROKEN BAR DIAMOND D TRUST
202 WILKINS RD
BAILEY, CO 80433

Situs Address
202 WILKINS RD BAILEY 80421

Payor
CoreLogic

Legal Description
T06 R73 S23 NE4 HARRIS PARK ESTATES UNIT 6 BLOCK 087 LOT 03 NEW

Property Code		Actual	Assessed	Year	Area	Mill Levy
SINGLE FAMILY LAND	- 1112	17,173	1,150	2024	0007	70.9717
SINGLE FAMILY IMP	- 1212	511,768	34,290	2024	0007	70.9717

Payments Received
Direct Deposit
Bank Account Alpine_Operating

Multi-Account Payment

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax	$2,253.36	$1,126.68	$1,126.68	$0.00
				$1,126.68	$0.00
			Balance Due as of Jun 11, 2025		$0.00

Thank you for your payment.

#4

808217 3/19/2024 11:53 AM
1 of 2 R$15 D$0 N$0 S$3 M$0 E$0

Milena Kassel
Park County

WARRANTY DEED

GRANTOR(S): David C. Blau and Shawn M. Blau

For the consideration of $10.00, in hand paid, hereby warrant, grant, bargain, sell, convey, and confirm to

GRANTEE(S): The Broken Bar Diamond D Trust

GRANTEE(S) ADDRESS: 202 Wilkins Road, Bailey, CO 80433

all of Grantor(s) right, title and interest in and to the following described real property in the County of Park, State of Colorado, with all its appurtenances and warrant(s) the title to the same, to wit:

See Exhibit A attached hereto and made hereof

Also known by street and number as: 202 Wilkns Rd. Bailey, CO 80433

FAMILY ESTATE PLANNING PURPOSES - NO DOCUMENTARY FEE REQUIRED

DATED 3-19, 2024.

David C. Blau

Shawn M. Blau

Shawn M. Blau, Trustee

STATE OF COLORADO)
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me on March 19, 2024, by David C. Blau.

MADISON RENE MARTIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224041577
MY COMMISSION EXPIRES OCTOBER 27, 2026

Notary Public

#5

808217 3/19/2024 11:53 AM Milena Kassel
2 of 2 R$15 D$0 N$0 S$3 M$0 E$0 Park County

EXHIBIT A

LEGAL DESCRIPTION

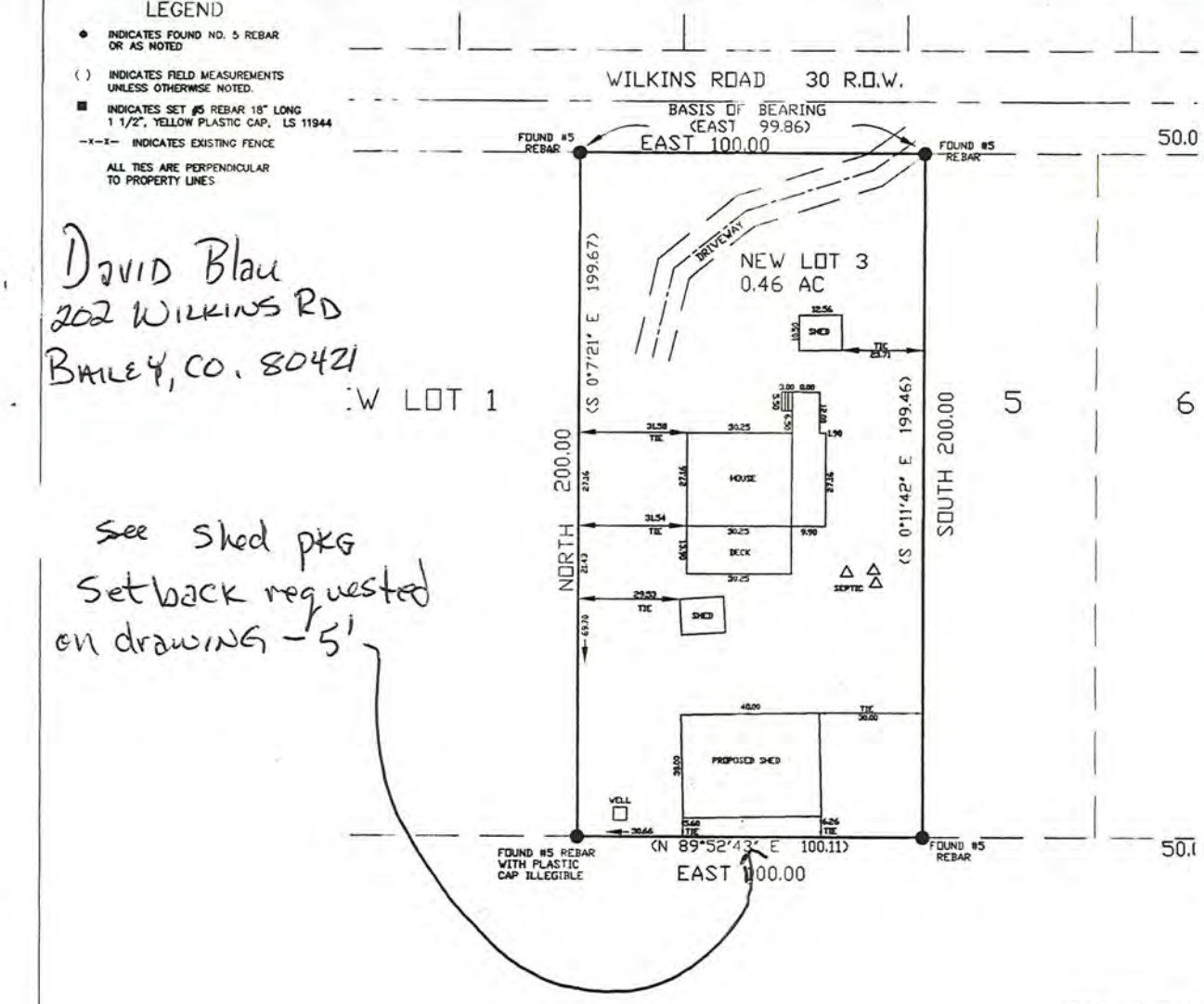
THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

Parcel 1:
New Lot 3, as depicted on Lot Consolidation Plat, a Reconfiguration of Lots 1, 2, 3 and 4, Block 87, Harris Park Estates - Unit 6, recorded May 15, 2002 at Reception No. 566114, County of Park, State of Colorado.
Parcel 2:
Together with that easement for ingress and egress as further described in that document recorded June 23, 2003 at Reception No. 584721,
County of Park, State of Colorado.

LEGEND

- ● INDICATES FOUND NO. 5 REBAR OR AS NOTED
- ( ) INDICATES FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.
- ■ INDICATES SET #5 REBAR 18" LONG 1 1/2", YELLOW PLASTIC CAP, LS 11944
- –x–x– INDICATES EXISTING FENCE

ALL TIES ARE PERPENDICULAR TO PROPERTY LINES



David Blau
202 Wilkins Rd
Bailey, CO. 80421

See Shed pkg
Setback requested
on drawing - 5'

SURVEYOR'S CERTIFICATE

I, THOMAS L. BURNETT, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS IMPROVEMENT SURVEY PLAT WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT OCTOBER 9, 2025 AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF AND HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THE SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND I/WE THE COMPANY/HIS PLAT ACCURATELY AND PROPERLY SHOWS SAID LAND SURVEY PLAT AND THE SURVEY THEREOF.

DATED THIS 17 DAY OF Oct, 25

Thomas L Burnett

PROFESSIONAL LAND SURVEYOR, COLO. LICENSE NO. 11944
© 2025 BURNETT LAND SURVEYING, INC.

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

DEPOSITED THIS _____ DAY OF _____, 20__ AT ____ M. IN BOOK_____ OF THE COUNTY SURVEYOR'S LAND SURVEY PLATS \RIGHT-OF-WAY SURVEYS AT PAGE_____ AT RECEPTION NO._____

NOTE: LEGAL DESCRIPTION AND RECORD EASEMENTS PER THE RECORDED PLAT OF HARRIS PARK ESTATES UNIT #6, AS RECORDED JANUARY 24, 1955, RECEPTION NO. 122242

NOTES:

1) THE BASIS OF BEARING IS THE ASSUMED BEARING OF A LINE FROM THE NORTH EAST CORNER TO THE NORTH WEST CORNER OF NEW LOT 3 AS BEING DUE EAST WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
2) CLIENT DID NOT WANT RIGHT-OF-WAYS AND EASEMENTS RESEARCHED AND SHOWN.
3) THE PURPOSE OF THIS SURVEY IS TO FIND OR SET THE PROPERTY CORNERS AND LOCATE THE IMPROVEMENTS
4) MEASUREMENTS SHOWN IN PARENTHESIS ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
5) CERTIFICATION NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION, AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.
6) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
7) ALL DIMENSIONS ARE IN U.S. SURVEY FEET.
8) LEGAL DESCRIPTION FROM DEED FOR THIS PROPERTY IS RECORDED AT REC. NO.508216

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

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

TITLE COMMITMENT NOTES:

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THE RECORD INFORMATION, WHICH IS REFERENCED HEREON, IS THE RESULT OF RESEARCH PERFORMED BY BURNETT LAND SURVEYING, INC., AND IS NOT NECESSARILY COMPLETE OR CONCLUSIVE.

SCALE
20 0 10 20 40
SCALE: 1" = 20'

IMPROVEMENT SURVEY PLAT

NEW LOT 3, HARRIS PARK ESTATES, UNIT #6 BLOCK 87
PARK COUNTY, COLORADO
SEC.23 T. 6S R.73W 6th P.M.

ADDRESS: 202 WILKINS ROAD
DATE: OCTOBER 9, 2025
SCALE: 1" = 20'
DRAWN BY: BTD
JOB NO. 2025-315
OWNER: BLAU

BURNETT LAND SURVEYING, INC.
P.O. BOX 1903, 351 HWY 285, STE 104
FAIRPLAY, COLORADO 80440
(719) 836-1428

#12

VARIANCE LINE # REQ'S -

LINE #4

LEGAL DESCRIPTION –

202 WILKINS RD.
BAILEY, CO 80421

T06 R73 S23 NE4 HARRIS PARK ESTATES UNIT 6 BLOCK 087 LOT 3 NEW

LINE #5

ADDRESSES OF ADJOINING LAND/PROPERTY OWNERS -

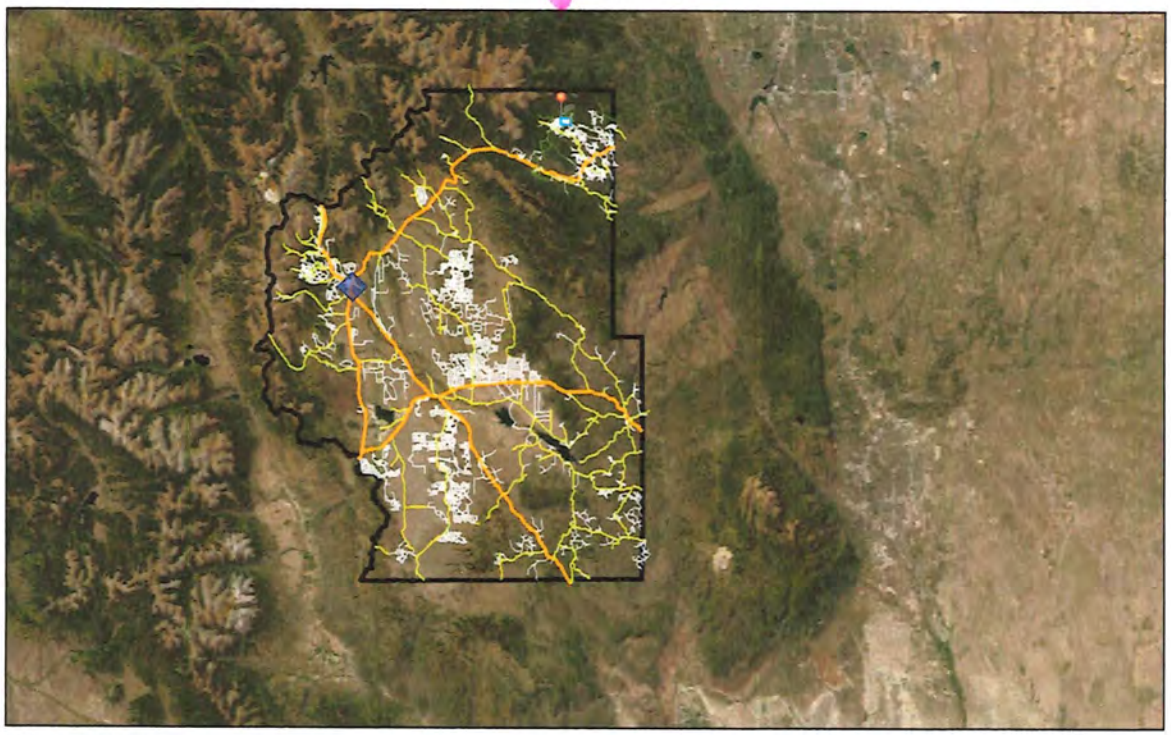
*Gary Almendinger - [redacted]
9048 W. 101st Ave.
Broomfield, CO 80021

*Kimbrough Johns – [redacted]
216 Wilkins Rd.
Bailey, CO 80421

*Harris Park Metro District – [redacted]
2154 Shelton Dr.
Bailey, CO 80421

#7 Vicinity Map

Park County Map



2/6/2025, 8:26:43 PM

County Line

Roads

Highways

Forest Service Roads

County Roads

Minor Roads

1:1,155,581

0 5 10 20 mi

0 10 20 40 km

Earthstar Geographics

Park County Colorado
For informational use only.

#7 VICINITY MAP

Park County Map

2/6/2025, 8:23:41 PM

Subdivisions
County Line
Roads
Minor Roads
Parcels
Addresses

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Maxar

Park County Colorado
For informational use only.

#1 VICINITY MAP

Park County Map

2/6/2025, 8:47:41 PM

Addresses
County Line
Roads
Subdivisions
Minor Roads

1:1,128

0 0.01 0.01 0.02 mi
0 0.01 0.02 0.04 km

Maxar, Microsoft

Park County Colorado
For informational use only.

#9 - No utilities to this Structure.

#10 - Article III, Div. I, Sect. 3-100, #2 – Structural Setback

I would like to ask the Board of Adjustments for a favorable ruling of changing the Rear setback on my property from 30 feet to 5 feet.

#11 – Justification for variance approval –

I would also like to ask for the variance approval in stating that the property located on my South boundary is land designated as a park/ horse pasture belonging to Harris Park Metro District. This will not affect the HPMD property in any way as that land is platted to stay a park/horse pasture.

The property to the East of me already has a structure well within the standard setback. The rest of that property is vacant, and I am also actively trying to purchase that property.

The property to the West of me has some playground structures within that rear setback area and I have spoken with them about my desire for this shed. They did not object.

This Shed will not encumber any adjacent properties.

#12 – I have an address posting on my property at the street line that meets the requirements as used for previous projects.

#13 – I would also like to conclude by stating that I am aware of Park county's rules on the number of outbuildings. By building this larger shed, that is my plan for mitigating the 3 smaller structures. Once the larger shed is built, the items I have stored in the smaller sheds can be moved over and the smaller structures will be removed.

Furthermore, I have taken the extra step of confirming with the Corp of Engineering (see included documents) that I will NOT BE encroaching on any type of wetland & that the flood plain will not be affected. The name & number of the Project manager with the Corp of Engineering can be provided upon request.


2
0
2

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, OMAHA DISTRICT
COLORADO REGULATORY OFFICE
9307 SOUTH WADSWORTH BLVD
LITTLETON, CO 80128-6901

January 10, 2025

SUBJECT: NWO-2024-01973-DEN, 202 Wilkins Rd, Bailey, CO – Approved Jurisdictional Determination

David Blau
202 Wilkins Rd
Bailey, CO 80421

Dear David Blau:

This letter is in response to your request received on December 12, 2024, for an approved jurisdictional determination for the approximately 0.1-acre project area located at approximately 39.50957, -105.51454, Bailey, Park County, CO. Your request has been assigned the Corps Regulatory File Number referenced above. Please reference this file number on any correspondence to us or to other interested parties when referencing this project or concerning this request.

The U.S. Army Corps of Engineers (Corps) regulates the discharge of dredged and fill material into waters of the United States under Section 404 of the Clean Water Act (CWA) (33 U.S.C. 1344) and structures or work in, over, and under navigable waters of the United States under Section 10 of the Rivers and Harbors Act (RHA) (33 U.S.C. 403). The implementing regulations for these Acts are published in the Code of Federal Regulations at 33 CFR parts 330-332.

Based on our evaluation of the information provided and other available information, including a site visit conducted on December 20, 2024, we have determined that review area is comprised of entirely dry land. Based on this determination, a Department of the Army permit is not required. This determination does not eliminate requirements to obtain any other applicable federal, state, tribal, or local permits.

Attached to this letter is the approved jurisdictional determination for your project site. This jurisdictional determination is valid for a 5-year period from the date of this letter, until **January 7, 2030,** unless new information warrants revision of the determination before the expiration date. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR part 331. Enclosed you will find a *Notification of Administrative Appeal Options and Process and Request for Appeal* (NAO-RFA) form. If you request to appeal this determination, you must submit a completed NAO-RFA form to the address listed on the form.

For an NAO-RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the NAO-RFA. Should you decide to submit an NAO-RFA form, it must be received at the Division Office by **March 8, 2025**. It is not necessary to submit an NAO-RFA form to the Division Office if you do not object to the determination in this letter.

In the event that you disagree with this approved jurisdictional determination and you have **new information** not considered in the original determination, you may request reconsideration of this determination by contacting this office prior to initiating an appeal. To request this reconsideration based upon new information, you must submit the new information to this office so that it is received within 60 days of the date of the NAO-RFA.

The Corps' Omaha District, Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete our Customer Service Survey found on our website at https://regulatory.ops.usace.army.mil/customer-service-survey/. If you do not have Internet access, you may call and request a paper copy of the survey that you can complete and return by mail. Additionally, further information regarding the Omaha District Regulatory Program can be obtained by visiting our website at https://www.nwo.usace.army.mil/Missions/Regulatory-Program/.

If you have any questions concerning this jurisdictional determination, please contact Daniel Ishmael at the above address, by phone at 720-948-3266, or by email at Daniel.c.ishmael@usace.army.mil> and reference file number **NWO-2024-01973-DEN**.

Sincerely,

Aaron Ellers for

Kiel Downing
Chief, Denver Regulatory Office

Enclosures
1) Notification of Administrative Appeal Options and Process and Request for Appeal
2) Memorandum for Record

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, OMAHA DISTRICT
9307 SOUTH WADSWORTH BLVD
LITTLETON, CO 80128-6901

CENWO-ODR-CO

10 January 2025

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Approved Jurisdictional Determination in accordance with the "Revised Definition of 'Waters of the United States'"; (88 FR 3004 (January 18, 2023) as amended by the "Revised Definition of 'Waters of the United States'; Conforming" (8 September 2023) ,[1] NWO-2024-01973-DEN, MFR 1 of ,[2].

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.[3] AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.[4]

On January 18, 2023, the Environmental Protection Agency (EPA) and the Department of the Army ("the agencies") published the "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule"). On September 8, 2023, the agencies published the "Revised Definition of 'Waters of the United States'; Conforming", which amended the 2023 Rule to conform to the 2023 Supreme Court decision in *Sackett v. EPA*, 598 U.S., 143 S. Ct. 1322 (2023) ("*Sackett*").

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. For the purposes of this AJD, we have relied on Section 10 of the Rivers and Harbors Act of 1899 (RHA),[5] the 2023 Rule as amended,

---

[1] While the Revised Definition of "Waters of the United States"; Conforming had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency.

[2] When documenting aquatic resources within the review area that are jurisdictional under the Clean Water Act (CWA), use an additional MFR and group the aquatic resources on each MFR based on the TNW, the territorial seas, or interstate water that they are connected to. Be sure to provide an identifier to indicate when there are multiple MFRs associated with a single AJD request (i.e., number them 1, 2, 3, etc.).

[3] 33 CFR 331.2.

[4] Regulatory Guidance Letter 05-02.

[5] USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10.

as well as other applicable guidance, relevant case law, and longstanding practice in evaluating jurisdiction.

1. SUMMARY OF CONCLUSIONS.

   a. The review area is comprised entirely of dry land (i.e., there are no waters such as streams, rivers, wetlands, lakes, ponds, tidal waters, ditches, and the like in the entire review area and there are no areas that have previously been determined to be jurisdictional under the Rivers and Harbors Act of 1899 in the review area).

   A review of Google Earth imagery (1999-2023) and Wayback Imagery (2014, 2018, 2019, 2020) indicates a change in vegetation composition between the riparian corridor of Elk Creek, the floodplain of Elk Creek (review area), and the uplands outside of the floodplain of Elk Creek. No other indicators of hydrology are present within the review area. According to the USGS 3D Elevation Program (3DEP) digital elevation model, the review area is approximately 8-10 feet above the riparian corridor of Elk Creek, indicating the review area rarely receives hydrologic input from Elk Creek. Additionally, there is no National Wetlands Inventory (NWI) polygon within the review area. The Corps conducted a site visit on December 20, 2024, to confirm the absence of wetlands within the review area. The Corps identified some facultative/facultative wet vegetation consistent with high altitude floodplains but did not identify hydric soils or hydrology sufficient to create hydric soils within the review area. As such, the Corps has determined that the review area is comprised entirely of dry land.

2. REFERENCES.

   a. "Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule")

   b. "Revised Definition of 'Waters of the United States'; Conforming" 88 FR 3004 (September 8, 2023))

   c. *Sackett v. EPA*, 598 U.S. _, 143 S. Ct. 1322 (2023)

3. REVIEW AREA. The approximately 0.1-acre review area is located at approximate latitude 39.50957, -105.51454, Park County, Colorado. The review area is shown on the attached map.

4. NEAREST TRADITIONAL NAVIGABLE WATER (TNW), THE TERRITORIAL SEAS, OR INTERSTATE WATER TO WHICH THE AQUATIC RESOURCE IS CONNECTED. N/A[6]

5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, THE TERRITORIAL SEAS, OR INTERSTATE WATER. N/A

6. SECTION 10 JURISDICTIONAL WATERS[7]: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.[8] N/A

7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the 2023 Rule as amended, consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the 2023 Rule as amended. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed.

   a. Traditional Navigable Waters (TNWs) (a)(1)(i): N/A

   b. The Territorial Seas (a)(1)(ii): N/A

---

[6] This MFR should not be used to complete a new stand-alone TNW determination. A stand-alone TNW determination for a water that is not subject to Section 9 or 10 of the Rivers and Harbors Act of 1899 (RHA) is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established.

[7] 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce, or is presently incapable of such use because of changed conditions or the presence of obstructions.

[8] This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA.

c. Interstate Waters (a)(1)(iii): N/A

d. Impoundments (a)(2): N/A

e. Tributaries (a)(3): [illegible]

f. Adjacent Wetlands (a)(4): N/A

g. Additional Waters (a)(5): N/A

8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES

a. Describe aquatic resources and other features within the review area identified in the 2023 Rule as amended as not "waters of the United States" even where they otherwise meet the terms of paragraphs (a)(2) through (5). Include the type of excluded aquatic resource or feature, the size of the aquatic resource or feature within the review area and describe how it was determined to meet one of the exclusions listed in 33 CFR 328.3(b).[9] N/A

b. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the 2023 Rule as amended (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).
N/A

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.

a. Site visit, conducted on December 20, 2024

b. Google Earth Imagery, Accessed December 19, 2025

c. Wayback Imagery, Accessed December 19, 2025

d. National Wetlands Inventory, Accessed December 19, 2025.

e. USGS 3D Elevation Program (3DEP) Digital Elevation Model, Accessed December 19, 2025.

[9] 88 FR 3004 (January 18, 2023)

10. OTHER SUPPORTING INFORMATION. N/A

11. NOTE: The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR's structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.

REQUEST FOR CORPS JURISDICTIONAL DETERMINATION (JD)

U.S. ARMY CORPS OF ENGINEERS, OMAHA DISTRICT

The information that you provide will be used in evaluating your request to determine whether there are any aquatic resources within the project area subject to federal jurisdiction under the regulatory authorities referenced below. **Note**: Submission of requested information is voluntary; however, if information is not provided, the request for an AJD cannot be evaluated nor can an AJD be issued.

CORPS USE ONLY:
DATE RECEIVED:
PROJECT NO.:

1. PROPERTY LOCATION:

Street Address: 202 WILKINS RD
City/Township/Parish: BAILEY
County: PARK State: CO
Acreage of Parcel/Review Area for JD: .46
Section: 523 Township: T06 Range: R73
Latitude: 39.50957 Longitude: -105.51454
(For linear projects, please include the center point of the proposed alignment.)

2. REQUESTOR CONTACT INFORMATION:

Typed or printed name: DAVID BLAU
Company name:
Street Address: 202 WILKINS RD
City: BAILEY State: CO Zip: 80421
Daytime phone no.: [redacted]
Email address: [redacted]

3. MAP: Please attach a survey/plat map and vicinity map identifying location and review area for the JD.

SENT VIA E-MAIL

4. REASON FOR REQUEST (check as many as applicable):

- ☒ I intend to construct/develop a project or perform activities on this parcel which may require authorization from the Corps, and the JD would be used to avoid and minimize impacts to jurisdictional aquatic resources and as an initial step in a future permitting process.
- ☐ I intend to construct/develop a project or perform activities on this parcel which may require authorization from the Corps; this request is accompanied by my permit application and the JD is to be used in the permitting process.
- ☐ I intend to construct/develop a project or perform activities in a navigable water of the U.S. which is included on the district Section 10 list and/or is subject to the ebb and flow of the tide.
- ☒ A Corps JD is required in order to obtain my local/state authorization.
- ☐ I intend to contest jurisdiction over a particular aquatic resource and request the Corps confirm that jurisdiction does/does not exist over the aquatic resource on the parcel.
- ☒ I believe that the site may be comprised entirely of dry land/upland.
- ☒ Other: I BELIEVE THAT THE AREA OF QUESTION IS FLOOD PLAIN ONLY

5. TYPE OF DETERMINATION BEING REQUESTED:

- ☒ I am requesting an approved JD
- ☐ I am requesting a preliminary JD
- ☐ I am requesting a "no permit required" letter as I believe my proposed activity is not regulated.
- ☐ I am unclear as to which JD I would like to request and require additional information.

6. OWNERSHIP DETAILS:

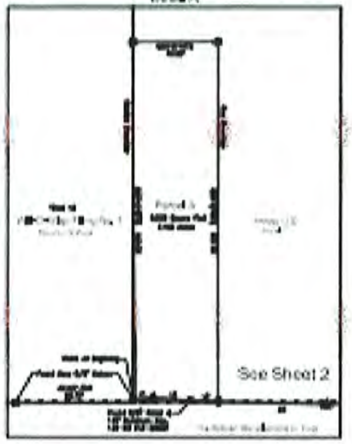
- ☒ I currently own this property.
- ☐ I plan to purchase this property.
- ☐ I am an agent/consultant acting on behalf of the requestor.
- ☐ Other (please explain):

***Authorities**: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Program of the U.S. Army Corps of Engineers; Final Rule for 33 CFR Parts 320-332. **Uses**: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public, and may be made available as part of a public notice as required by federal law. Your name and property location where federal jurisdiction is to be determined will be included in the approved jurisdictional determination (AJD), which will be made available to the public on the District's website and on the Headquarters USACE website.

By signing below, you are indicating that you have the authority, or are acting as the duly authorized agent of a person or entity with such authority, to and do hereby grant Corps personnel right of entry to legally access the site if needed to perform the JD. Your signature shall be an affirmation that you possess the requisite property rights to request a JD on the subject property.

Signature: [signature] Date: 12/12/2024

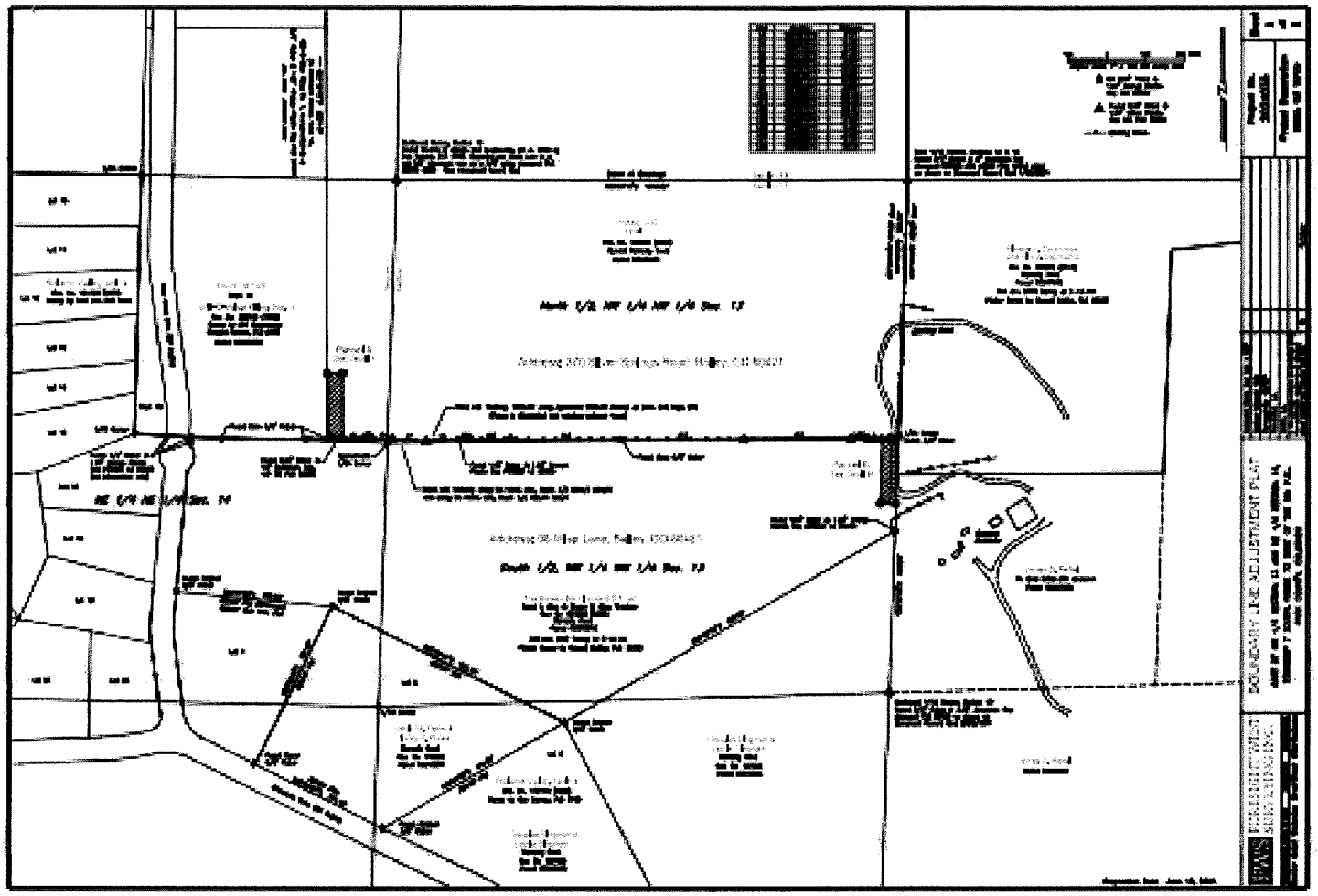
Detail A



Detail B

BOUNDARY LINE ADJUSTMENT PLAT

FWS FORESIGHT WEST SURVEYING INC.


BOUNDARY LINE ADJUSTMENT PLAT

8 - Shed Package

GENERAL NOTES AND SPECIFICATIONS

1. The materials and labor shown on these plans that are provided by Cleary Building Corp. are limited to those materials and labor as defined by the Cleary Building Corp. contract. Additional materials or accessories that are not being provided by Cleary Building Corp. may be shown on plans for context or building code compliance.

2. This building is designed in accordance with the following codes and specifications:
   2018 International Building Code (IBC)
   2018 Edition Of "National Design Specifications for Wood Construction"

   Risk Category: — II
   Use Group(s) Classification: — S-1
   Building Use: — Storage
   Type of Construction: — Type VB
   Building Area: — 1200 Sq. FL

   Building Design Loads:
   Snow Design Data:
   Ground Snow Load (Pg): — 81 PSF
   Snow Exposure Factor (Ce): — 1
   Slope Factor (Cs): — 0.66
   Thermal Factor (Ct): — 1.2
   Snow Load Importance Factor (Is): — 1.0
   Flat Roof Snow Load (Pf): — 68.0 PSF
   Sloped Roof Snow Load (Ps): — 44.9 PSF

   Wind Design Data:
   Basic Design Wind Speed (V): — 165 MPH
   Wind Exposure: — C
   Design Internal Pressure Coefficient: — ± 0.18

   Earthquake Design Data:
   Basic Seismic Force Resisting System: — Building Frame System/Light Frame Walls Sheathed with Wood Structural Panels or Steel Sheets
   Design Base Shear: — 882 LBS
   Seismic Response Coefficient (Cs): — 0.04
   Analysis Procedure Used: — Equivalent Lateral Force Procedure
   Seismic Design Category: — B
   Mapped Spectral Response Accelerations (Ss): — 22.5%g
   (S1): — 5.8%g
   Spectral Response Coefficients (S_{DS}): — 0.24g
   (S_{D1}): — 0.10%g
   Site Class: — D
   Seismic Importance Factor (I): — 1.0
   Response Modification Factor (R): — 6

3. All lumber, unless noted otherwise, shall be S4S #2 SPF or better. All lumber embedded in the ground shall be treated with Chromated Copper Arsenate to a retention level of .60 lbs. per cubic foot. AWPA U1, UC4B.

4. All nails are to be threaded hardened steel unless otherwise noted.

5. Grading should be such that the surface water is drained away from the foundation. Minimum grade would be six inches of vertical drop per ten feet of horizontal away from the foundation (5%).

6. Fill used for concrete floor slab sub grade, if present, shall be reasonably graded granular material. Fill used in columns holes shall be the excavated soil unless noted otherwise. All fill shall be free from debris, stones over 4"ø and frozen material.

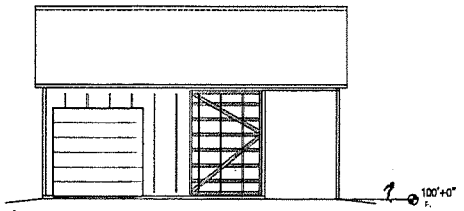
7. Electrical work, heating, ventilating, air conditioning, plumbing, and site draining is not a part of this drawing and shall be installed as per applicable codes.

8. This design is based on a building site with sand, silty sand, clayey sand, silty gravel, clayey gravel soil. As per the IBC building code and Referenced Standard ASAE 486.1, an assumed soil bearing design value of 1500 psf with increases for depth and width has been used in this design. If information is discovered before or during construction contrary to this, the building designer should be contacted.

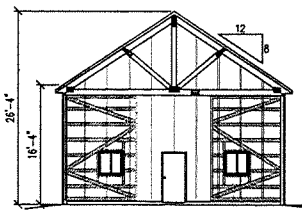
NOTE:
This building, as depicted, must be constructed 10 feet or more from any and all lot lines and 20 feet or more from any other buildings on the same lot. See IBC code and/or the local building official for exceptions.

NOTE:
This document, as presented and sealed, is not intended to be, nor should it be construed as such, a complete building design. It is intended to represent just the building itself. It should also be noted that the designer is unaware of any subsoil investigation reports. Footings have been sized on assumed values as per note 8.0 under General Specifications and Notes. The designer excludes determination that the assumed soil conditions are present at the site. If a concrete floor will be installed, the design of the concrete floor is not part of these plans, nor is it intended to be. If shown, the concrete floor is only depicted to show its location with respect to related components of the building. The client or general contractor is encouraged to contract with other professional engineers or architects for the design of the concrete floor and its subgrade.

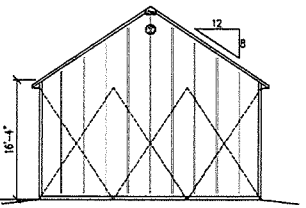
TABLE OF CONTENTS



SOUTH ELEVATION



EAST ELEVATION



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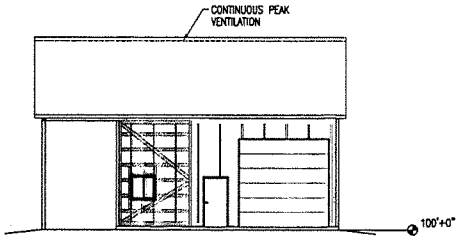


NORTH ELEVATION

CLEARY BUILDING CORP.
190 PAOLI STREET / P.O. BOX 930220
VERONA, WI 53593 / (800) 373-6550

DRAWN BY: *JASMINE MEFFORD*
DATE DRAWN: *09/09/25*

PLAN REVISIONS:

NUMBER	DATE	BY
1		
2		
3		
4		

PROJECT NAME: BLAU, DAVID
PROJECT SITE ADDRESS: 202 WILKINS ROAD BAILEY, CO 80421 (PARK)
BUILDING SIZE: 30' 0" x 40' 0" x 16' 4"
SHEET NAME: ELEVATIONS

PROJECT NUMBER: 2025104014
SHEET NUMBER: 110

WHEN PRINTED ON 24"x36" PAPER SCALE IS N.T.S.

REGISTERED PROFESSIONAL ENGINEER 37005 10/2/2025

Karl Lemmenes

Printed By: Karl H. Lemmenes Date Printed: 10/7/2025 4:19 PM

COLUMNS	COLUMN SIZE	HOLE DEPTH	HOLE DIAMETER	FOOTING SIZE	NUMBER OF COLUMNS REQUIRED
(A) CORNER	3-PLY 2x8x20'-0"	3'-10"	30"ø	AGCO FP-24 FOOTING PAD (SEE NOTE/DETAIL)	2
(B) HEADER POST	3-PLY 2x8x3'-11"	----	----	HEADER POST B.E.=12' 5 1/2"	2
(C) CORNER	3-PLY 2x8x20'-0"	3'-10"	24"ø	4'x14"ø PRECAST CONCRETE FOOTING	2
(D) CORNER	3-PLY 2x8x20'-0"	3'-10"	30"ø	4'x14"ø PRECAST CONCRETE FOOTING	2
(E) SIDEWALL	3-PLY 2x8x20'-0"	3'-10"	30"ø	AGCO FP-24 FOOTING PAD (SEE NOTE/DETAIL)	2
(F) DOOR	3-PLY 2x8x20'-0"	3'-10"	30"ø	AGCO FP-24 FOOTING PAD (SEE NOTE/DETAIL)	2
(G) VERT. BRACE	2-PLY 2x8x6'-0"	----	----	VERTICAL BRACE B.E.=16' 7 3/4"	2
(H) ENDWALL	3-PLY 2x8x26'-7"	3'-10"	30"ø	AGCO FP-24 FOOTING PAD (SEE NOTE/DETAIL)	2
(I) ENDWALL	3-PLY 2x8x26'-7"	3'-10"	24"ø	4'x14"ø PRECAST CONCRETE FOOTING	2

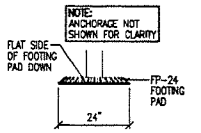
BUILDING ACCESSORY SCHEDULE

	ITEM	SIZE	B.E./T.E.	QTY	ROUGH OPENING & ACCESSORY FEATURES
1	OVERHEAD DOOR	12' 0"x12' 0"	B.E. =100' 4"	2	L.D. =11' 11 1/2", 13-20" HEADROOM OPTION WITHOUT LINER, DOOR NOT BY CLEARY
2	SOLID WALK DOOR	3' 0"x6' 8"	B.E. =100' 4"	1	R.O. 3' 4 3/8"x6' 9 3/4", STANDARD, HICKORY MOSS, KNOB/KNOB LOCKSET, KEYED ALIKE
3	SINGLE HORIZ. WINDOW	3' 0"x3' 0"	T.E. = 107' 2"	3	PREMIUM - HARMONY VINYL, HICKORY MOSS, INSULATED DOUBLE PANE, STEP-SAVER, LOW-E, SCREEN
4	SOLID WALK DOOR	3' 0"x6' 8"	B.E. =100' 4"	1	R.O. 3' 4 3/8"x6' 9 3/4", STANDARD, HICKORY MOSS, KNOB/KNOB LOCKSET, KEY/LATCH D.B., KEYED ALIKE, 3 1/2" CASEMENT TRIM

NOTES:
1. FIELD VERIFY ALL DOOR AND WINDOW ROUGH OPENING SIZES PRIOR TO INSTALLING FRAME-OUTS
2. ENDWALL COLUMNS ARE 3-PLY TO THE BUILDING EAVE HEIGHT AND 1-PLY FROM THERE TO THE ROOF PLANE
3. 2x4 STANDARD DIAGONAL CORNER BRACING AT ALL CORNERS (UNLESS OTHERWISE NOTED)
4. END WALL 1 ON BUILDING 1 (EAST) - NO SHAMROCK
5. END WALL 2 ON BUILDING 1 (WEST) - INSTALL STANDARD 15" SHAMROCK
6. 2x4 CORNER BLOCKING TO BE INSTALLED AT ALL CORNERS AND OVERHEAD DOORS

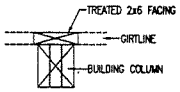
NOTE: THE FOOTING PAD IS THE ACCO MOLDED COMPOSITE CIRCULAR FOOTING PAD (SEE ESR-2147)

NOTE: 8.75 Cu. Yds. of 2500 PSI MIN. CONCRETE NEEDED FOR BACKFILL OF COLUMN HOLES WITH POURED CONCRETE

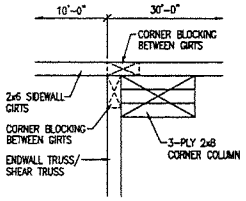


FOOTING PAD DETAIL

NOTE: FACE ALL OPEN BAY COLUMNS WITH 2x6 TREATED LUMBER ATTACHED TO COLUMN WITH (1) 20d NAIL AT 12" O.C. (STAGGERED) (IF EAVE HEIGHT IS 14' OR TALLER, INSTALL FACING TO FOOTING)

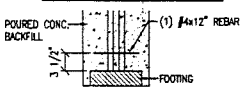


FACING DETAIL

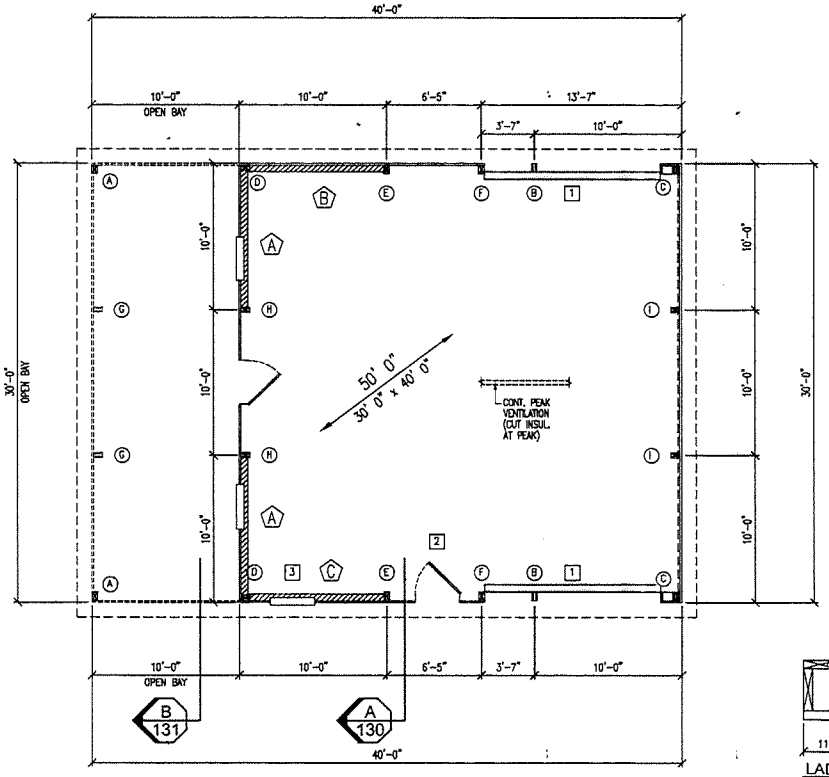


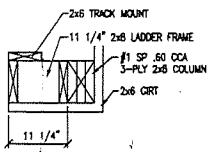
CORNER DETAIL

ANCHOR ALL COLUMNS WITH (1) ∅4x12" REBAR IN CONC. BACKFILL FOR UPLIFT
NOTE: COLUMN SETS ON TOP OF FOOTING - CHECK COLUMN CHART FOR EXACT FOOTING SIZE REQUIREMENTS



COLUMN ANCHOR DETAIL





LADDER FRAME DETAIL

NORTH

CLEARY BUILDING CORP.
190 PAOLI STREET / P.O. BOX 930220
VERONA, WI 53593 / (800) 373-6550

DRAWN BY: JASMINE MEFFORD
DATE DRAWN: 09/09/25

PLAN REVISIONS:

NUMBER	DATE	BY
1		
2		
3		
4		

PROJECT NAME: BLAU, DAVID
PROJECT SITE ADDRESS: 202 WILKINS ROAD BAILEY, CO 80421 (PARK)
BUILDING SIZE: 30' 0" x 40' 0" x 16' 4"
SHEET NAME: FLOOR PLAN

PROJECT NUMBER: 2025104014
SHEET NUMBER: 120

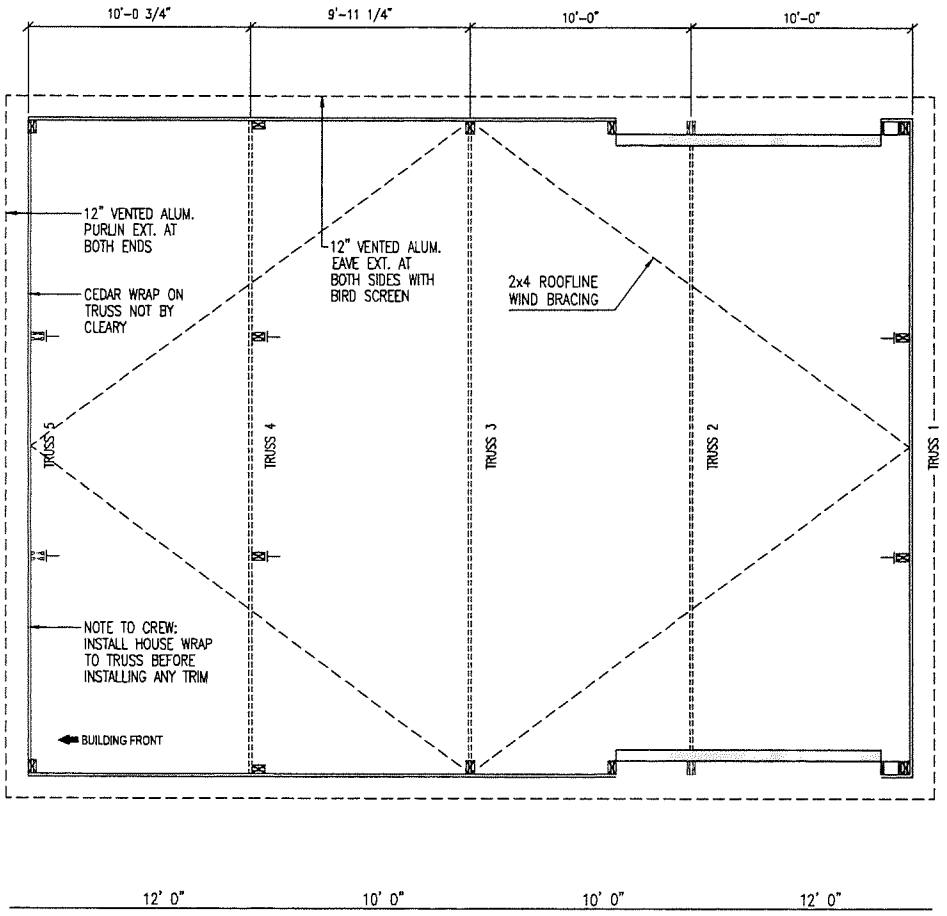
WHEN PRINTED ON 24"x36" PAPER SCALE IS 1/4"=1'-0"

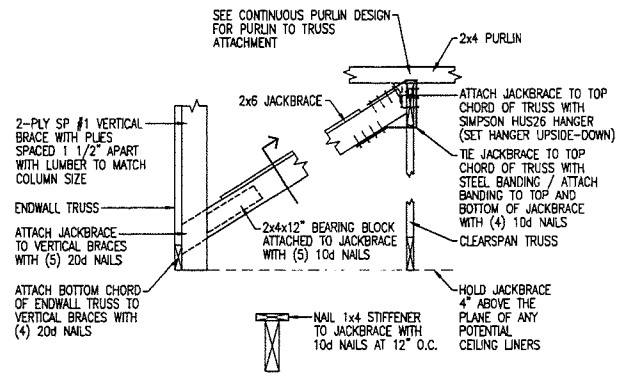
Printed By: Karl H. Lemmens Date Printed: 10/7/2025 4:19 PM

TRUSS INFORMATION			
#	DESCRIPTION	SCREW PLACEMENT	HOLE
1	TC29-9ENDWALL6WOHSEW	PURLINS NAILED	NONE
2	TA29-9PLRC45STNO10OC8TRUSS	PURLINS NAILED	NONE
3	TA29-9PLRC45STNO10OC8TRUSS	PURLINS NAILED	NONE
4	TC29-9ENDWALL6WOHSEW	PURLINS NAILED	NONE
5	TB29-9PLSC45STNO60C8TRUSS165W	PURLINS NAILED	NONE

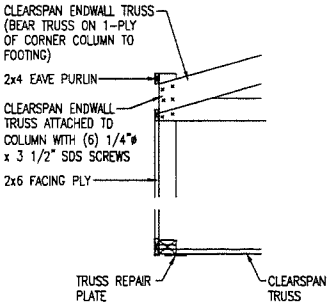
NOTES:

1. 2x6 JACKBRACING AT ENDWALL COLUMNS (NOT NEEDED AT FULL LENGTH COLUMNS)
   ⊢ = LOCATION ON FLOOR PLAN FOR JACKBRACING
   (SEE THIS SHEET)
2. 2x4 PURLIN BLOCKING AT ALL ENDWALL TRUSSES

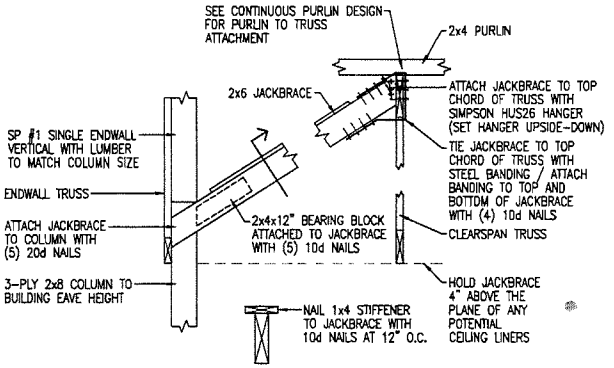




JACKBRACE DETAIL
AT OPEN BAY



OPEN END TRUSS DETAIL



JACKBRACE DETAIL
AT ENDWALL COLUMNS

NORTH

CLEARY BUILDING CORP.
190 PAOLI STREET / P.O. BOX 930220
VERONA, WI 53593 / (800) 373-5550

DRAWN BY: JASMINE MEFFORD
DATE DRAWN: 09/09/25

PLAN REVISIONS:

NUMBER	DATE	BY
1		
2		
3		
4		

PROJECT NAME: BLAU, DAVID
PROJECT SITE ADDRESS: 202 WILKINS ROAD BAILEY, CO 80421 (PARK)
BUILDING SIZE: 30' 0" x 40' 0" x 16' 4"
SHEET NAME: ROOF FRAMING PLAN

PROJECT NUMBER: 2025104014
SHEET NUMBER: 125

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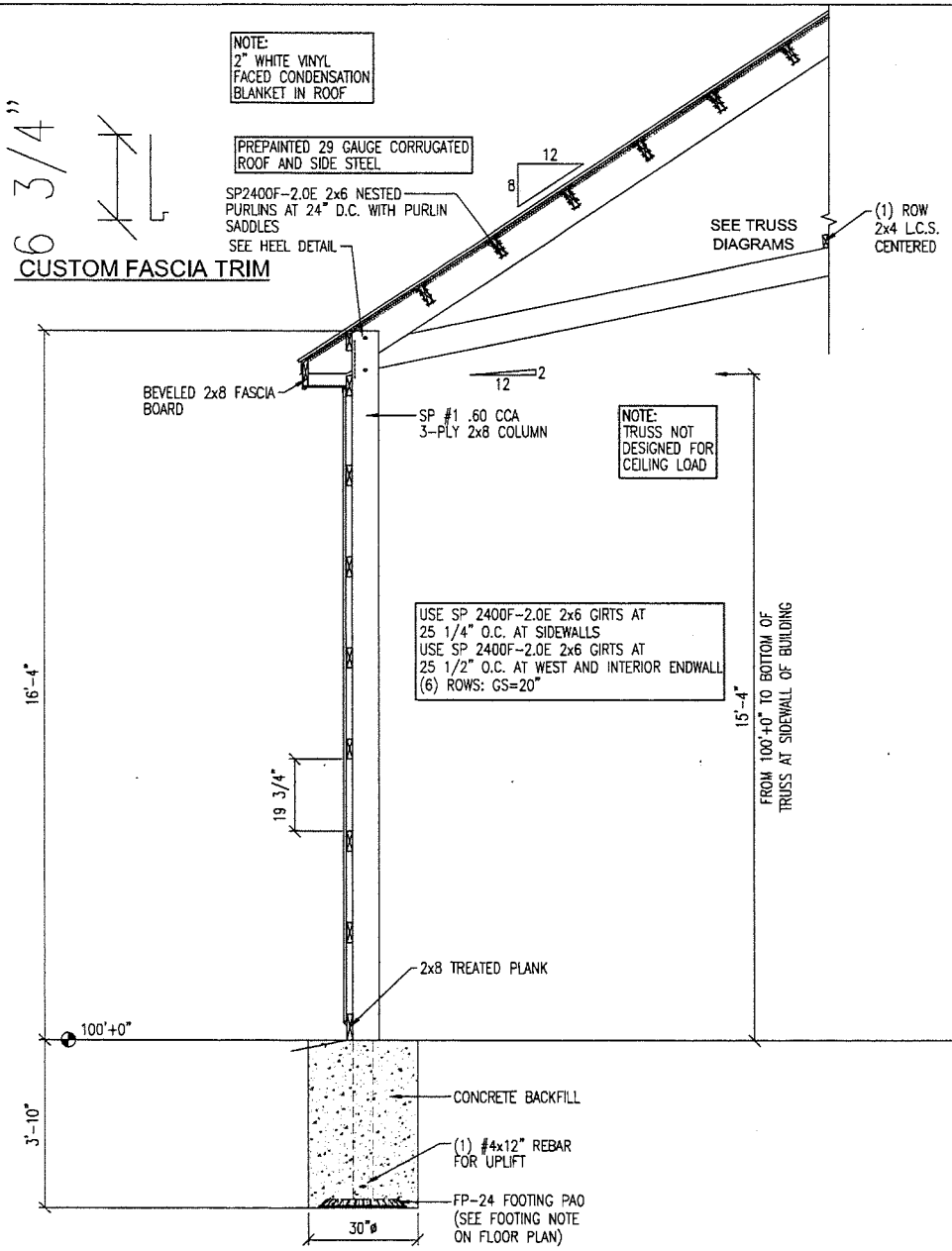

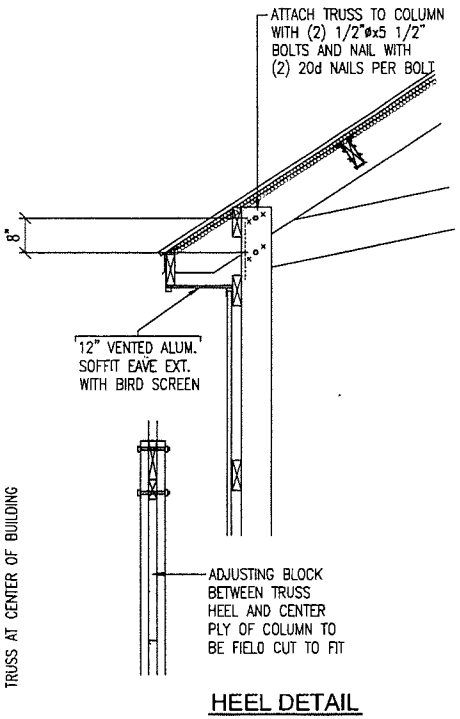

HEEL DETAIL

Date Printed: 10/7/2025 4:19 PM
Printed By: Karl H. Lemenes

CLEARY BUILDING CORP.
190 PAOLI STREET / P.O. BOX 930220
VERONA, WI 53593 / (800) 373-6550

DRAWN BY: JASMINE MEFFORD
DATE DRAWN: 09/09/25

PLAN REVISIONS:

NUMBER	DATE	BY
1		
2		
3		
4		

PROJECT NAME: BLAU, DAVID
PROJECT SITE ADDRESS: 202 WILKINS ROAD BAILEY, CO 80421 (PARK)
BUILDING SIZE: 30' 0" x 40' 0" x 16' 4"
SHEET NAME: TYPICAL SECTION "A"

PROJECT NUMBER: 2025104014
SHEET NUMBER: 130

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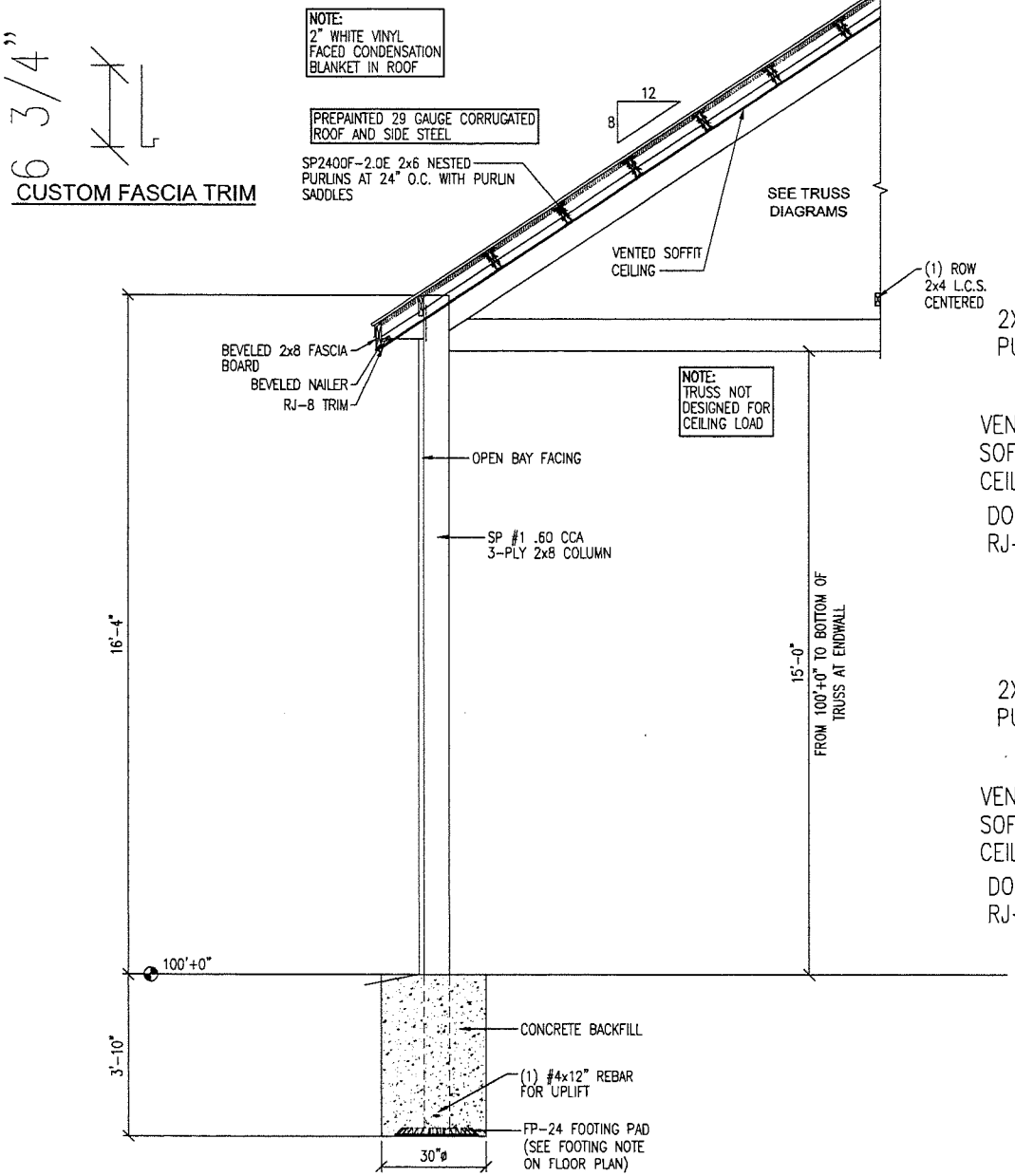
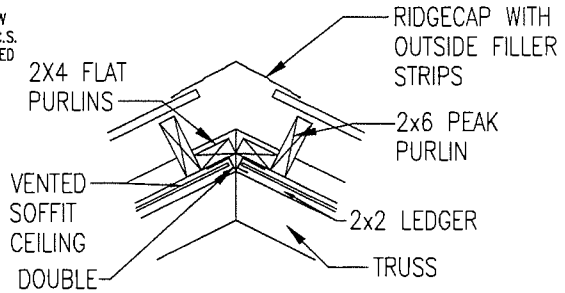
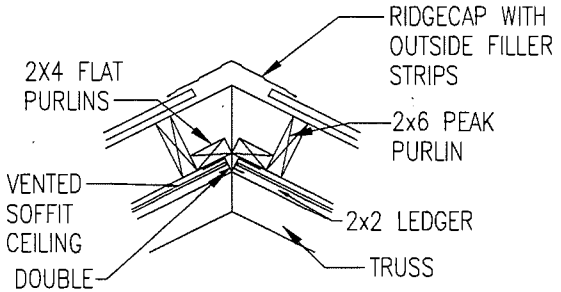




RIDGE DETAIL
AT OPEN ENDWALL



RIDGE DETAIL
AT INTERIOR ENDWALL

CLEARY BUILDING CORP.
190 PAOLI STREET / P.O. BOX 930220
VERONA, WI 53593 / (800) 373-6550

DRAWN BY: JASMINE MEFFORD
DATE DRAWN: 09/09/25

PLAN REVISIONS:

NUMBER	DATE	BY
1		
2		
3		
4		

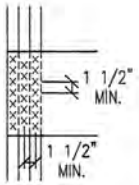
PROJECT NAME: BLAU, DAVID
PROJECT SITE ADDRESS: 202 WILKINS ROAD BAILEY, CO 80421 (PARK)
BUILDING SIZE: 30' 0" x 40' 0" x 16' 4"
SHEET NAME: TYPICAL SECTION "B"

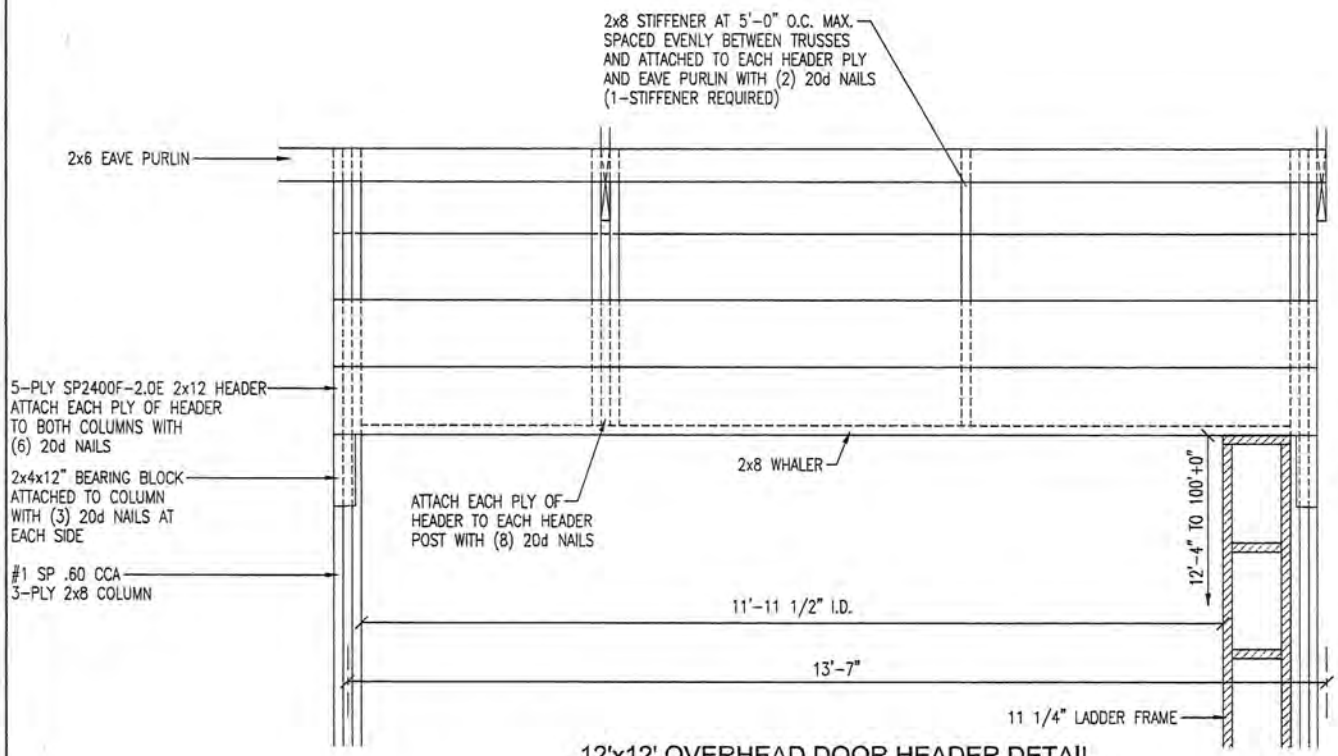
PROJECT NUMBER: 2025104014
SHEET NUMBER: 131

WHEN PRINTED ON 24"x36"
PAPER SCALE IS 3/4"=1'-0"

Printed By: Keith Lemmons Date Printed: 10/7/2025 4:19 PM

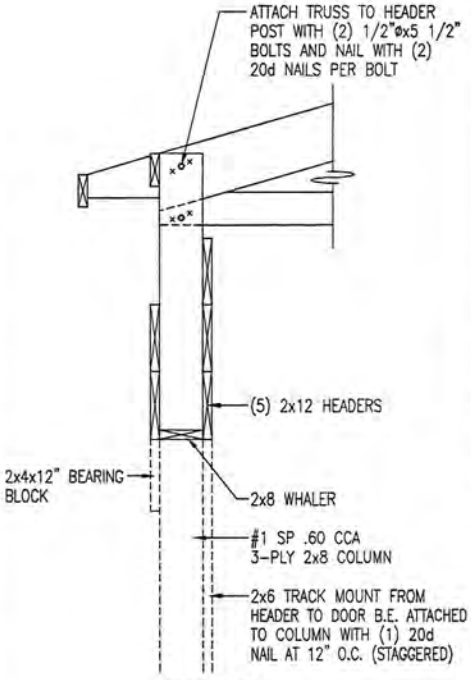
NOTE–NAILING ALTERNATIVE:
INSTALL (2) 3 1/2" x .131RS GUN NAILS FOR EACH 20d NAIL SPECIFIED (USE 20d NAILS IF NUMBER OF GUN NAILS REQUIRED REDUCES THE SPACING IN A VERTICAL OR HORIZONTAL ROW TO LESS THAN 1 1/2" AT A HEADER POST OR COLUMN AS SHOWN)





12'x12' OVERHEAD DOOR HEADER DETAIL

VIEW FROM OUTSIDE OF BUILDING



SECTION

CLEARY BUILDING CORP.
190 PAOLI STREET / P.O. BOX 930220
VERONA, WI 53593 / (800) 373-6550

DRAWN BY: *JASMINE MEFFORD*
DATE DRAWN: *09/09/25*

PLAN REVISIONS:

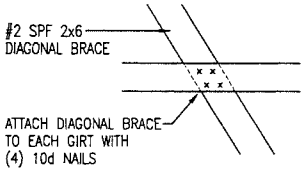
NUMBER	DATE	BY
1		
2		
3		
4		

PROJECT NAME: BEAU, DAVID
PROJECT SITE ADDRESS: 202 WILKINS ROAD BAILEY, CO 80421 (PARK)
BUILDING SIZE: 30' 0" x 40' 0" x 16' 4"
SHEET NAME: HEADER DETAILS

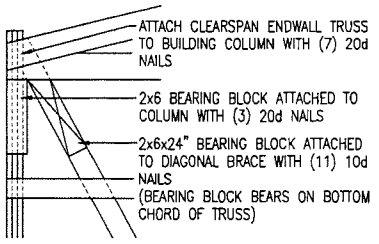
PROJECT NUMBER: 2025104014
SHEET NUMBER: 140

WHEN PRINTED ON 24"x36" PAPER SCALE IS N.T.S.

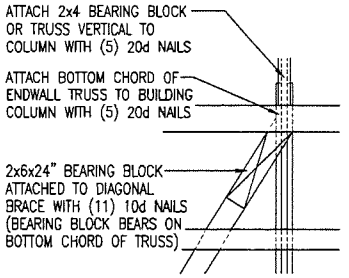
Date Plotted: 10/7/2025 1:19 PM
Printed By: Kaitlin Lemmons



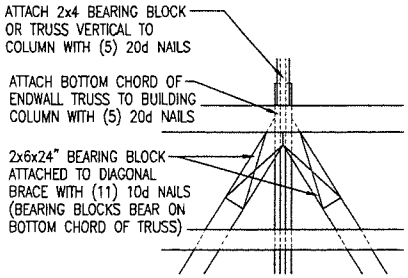
BRACE TO GIRT CONNECTION DETAIL



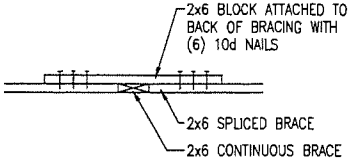
BRACE CONNECTION DETAIL
AT TOP OF BRACE AT CORNER COLUMN

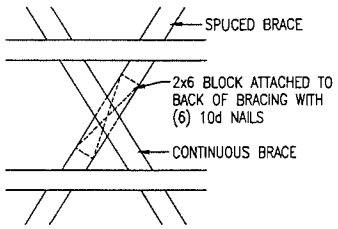


BRACE CONNECTION DETAIL
AT TOP OF BRACE AT ENDWALL COLUMN

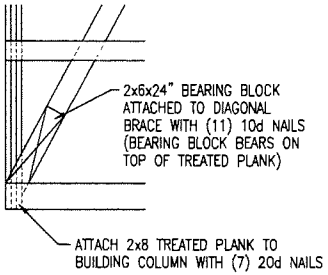


BRACE CONNECTION DETAIL
AT TOP OF BRACE AT ENDWALL COLUMN

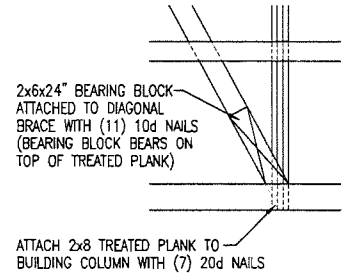




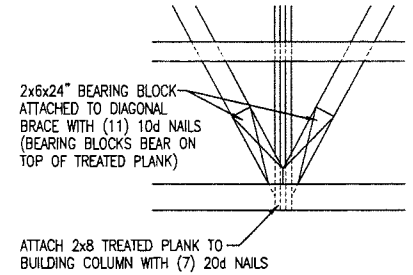
BRACE SPLICE DETAIL
AT CENTER OF X-BRACING



BRACE CONNECTION DETAIL
AT BOTTOM OF BRACE AT ENDWALL COLUMN



BRACE CONNECTION DETAIL
AT BOTTOM OF BRACE AT ENDWALL COLUMN



BRACE CONNECTION DETAIL
AT BOTTOM OF BRACE AT ENDWALL COLUMN

ENDWALL DIAGONAL X-BRACING DETAIL
AT WEST ENDWALL

CLEARY BUILDING CORP.
190 PAOLI STREET / P.O. BOX 930220
VERONA, WI 53593 / (800) 373-6550

DRAWN BY: *JASMINE MEFFORD*
DATE DRAWN: *09/09/25*

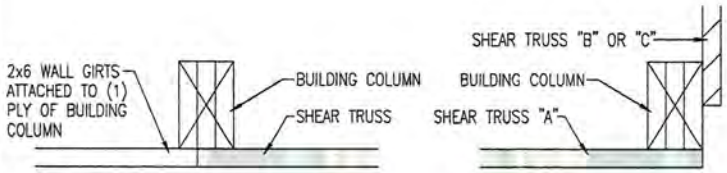
PLAN REVISIONS:

NUMBER	DATE	BY
1		
2		
3		
4		

PROJECT NAME: BLAU, DAVID
PROJECT SITE ADDRESS: 202 WILKINS ROAD BAILEY, CO 80421 (PARK)
BUILDING SIZE: 30' 0" x 40' 0" x 16' 4"
SHEET NAME: DIAGONAL BRACING DETAILS

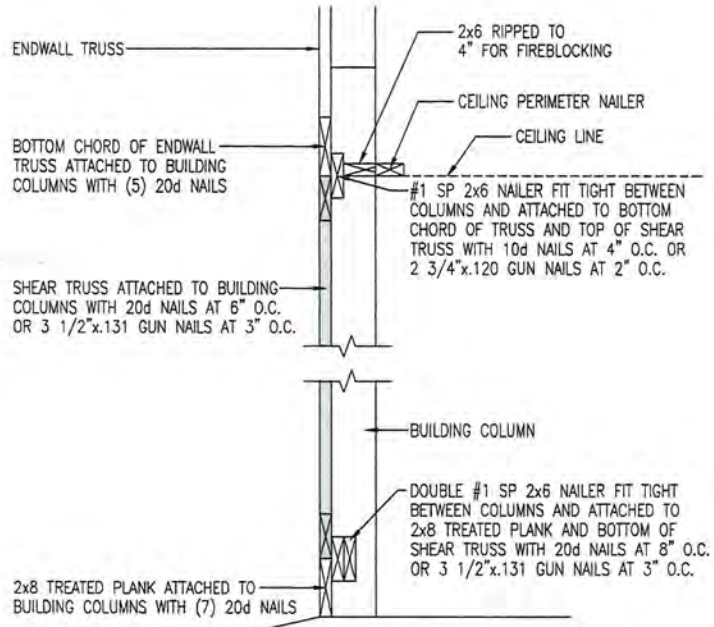
PROJECT NUMBER: 2025104014
SHEET NUMBER: 150

PAPER SCALE IS N.T.S.

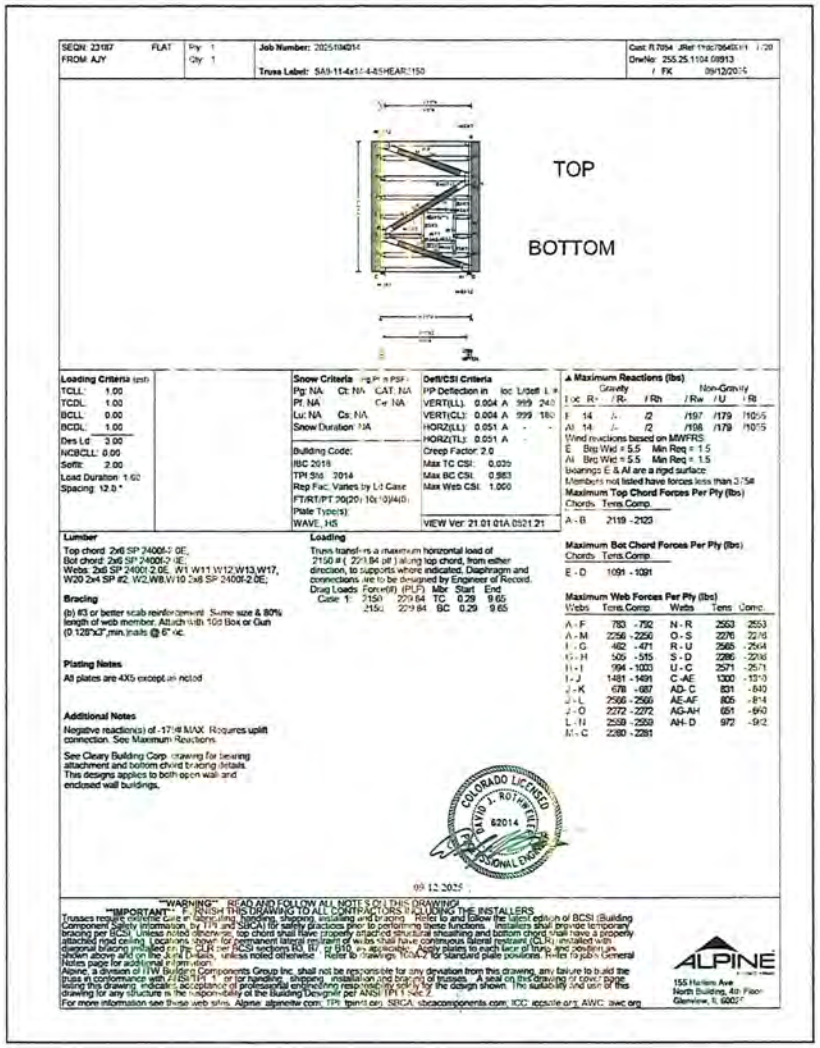


SHEAR TRUSS DETAIL
AT BUILDING COLUMN

SHEAR TRUSS DETAIL
AT CORNER COLUMN



ENDWALL SHEAR TRUSS SECTION



FOREMAN NOTE:
TO ENSURE PROPER INSTALLATION OF SHEAR TRUSS, PLEASE NOTE TOP AND BOTTOM NOTED ON DIAGRAM AND VERIFY ENDWALL GIRT SPACING PRIOR TO INSTALLATION

CLEARY BUILDING CORP.
190 PAOLI STREET / P.O. BOX 930220
VERONA, WI 53593 / (800) 375-5550

DRAWN BY: *JASMINE MEFFORD*
DATE DRAWN: *09/09/25*

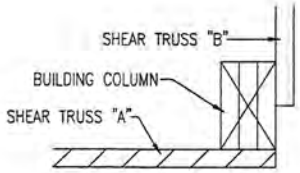
PLAN REVISIONS:

NUMBER	DATE	BY
1		
2		
3		
4		

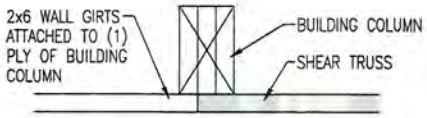
PROJECT NAME: BLAU, DAVID
PROJECT SITE ADDRESS: 202 WILKINS ROAD BAILEY, CO 80421 (PARK)
BUILDING SIZE: 30' 0" x 40' 0" x 16' 4"
SHEET NAME: SHEAR TRUSS BRACING DETAILS

PROJECT NUMBER: 2025104014
SHEET NUMBER: 151

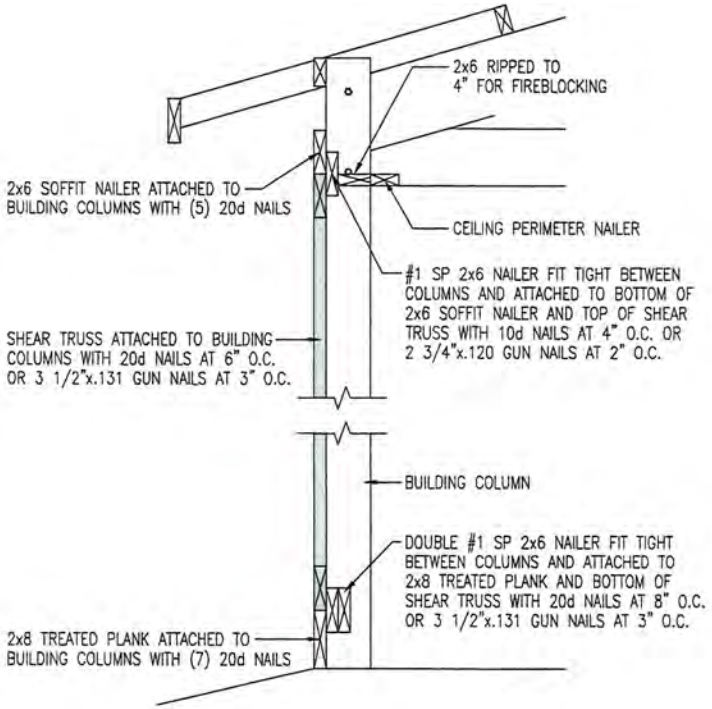
PAPER SCALE IS N.T.S.

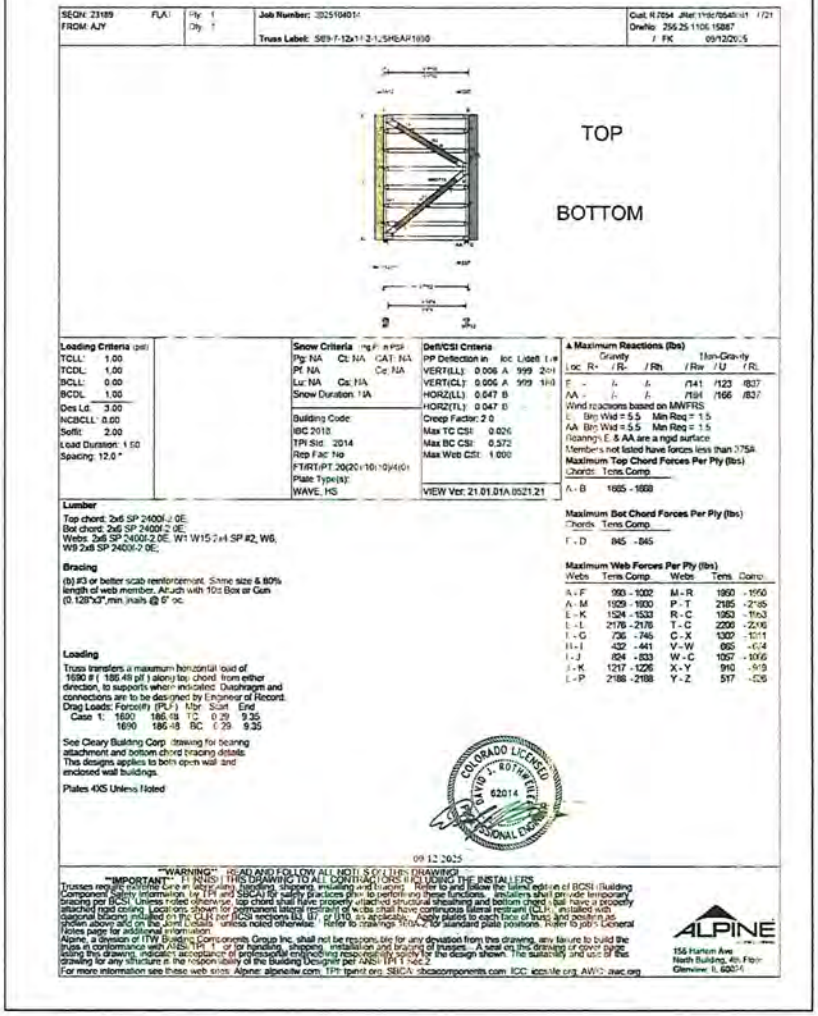


SHEAR TRUSS DETAIL
AT CORNER COLUMN



SHEAR TRUSS DETAIL
AT BUILDING COLUMN





FOREMAN NOTE:
TO ENSURE PROPER INSTALLATION OF SHEAR TRUSS, PLEASE NOTE TOP AND BOTTOM NOTED ON DIAGRAM AND VERIFY ENDWALL GIRT SPACING PRIOR TO INSTALLATION

CLEARY BUILDING CORP.
190 PAOLI STREET / P.O. BOX 930220
VERONA, WI 53593 / (800) 373-5660

DRAWN BY: *JASMINE MEFFORD*
DATE DRAWN: *09/09/25*
PLAN REVISIONS:

NUMBER	DATE	BY
1		
2		
3		
4		

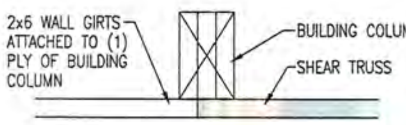
PROJECT NAME: BLAU, DAVID
PROJECT SITE ADDRESS: 202 WILKINS ROAD BAILEY, CO 80421 (PARK)
BUILDING SIZE: 30' 0" x 40' 0" x 16' 4"
SHEET NAME: SHEAR TRUSS BRACING DETAILS "B"

PROJECT NUMBER: 2025104014
SHEET NUMBER: 152

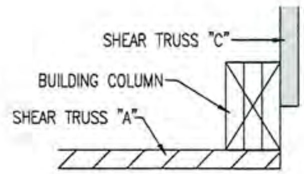
PAPER SCALE IS N.T.S.

STATE OF COLORADO 37006 10/2/2025 PROFESSIONAL ENGINEER

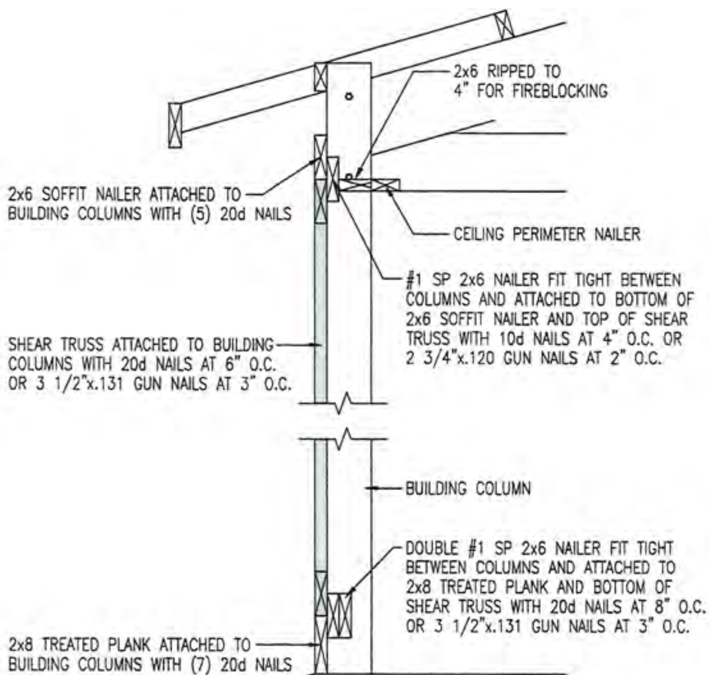
Printed By: Karl H. Lemmons Date Printed: 10/7/2025 1:19 PM



SHEAR TRUSS DETAIL
AT BUILDING COLUMN



SHEAR TRUSS DETAIL
AT CORNER COLUMN



SEQN: 23153 FROM: AJY Page 1 of 2	FLAT	Ply: 1 Qty: 1	Job Number: 2025104014 Truss Label: SC9-7-12x14-2-1/SHEAR1990	Cust: R 7094 JRef: 1Ydc70540 01 1722 DrwNo: 256.25 1108.56467 / FK 09/12/2025

Loading Criteria (psf)
TCLL: 1.00
TCDL: 1.00
BCLL: 0.00
BCDL: 1.00
Des Ld: 3.00
NCBCLL: 0.00
Soffit: 2.00
Load Duration: 1.60
Spacing: 12.0 "

Snow Criteria (Pg,Pf in PSF)
Pg: NA Ct: NA CAT: NA
Pf: NA Ce: NA
Lu: NA Cs: NA
Snow Duration: NA

Building Code:
IBC 2018
TPI Std: 2014
Rep Fac: No
FT/RT/PT: 20(20)/10(10)/4(0)
Plate Type(s):
WAVE, HS

Defl/CSI Criteria
PP Deflection in loc L/defl L/#
VERT(LL): 0.007 B 999 240
VERT(CL): 0.007 B 999 180
HORZ(LL): -0.055 B
HORZ(TL): 0.055 B
Creep Factor: 2.0
Max TC CSI: 0.037
Max BC CSI: 0.788
Max Web CSI: 1.000

VIEW Ver: 21.01.01A.0521.21

▲ Maximum Reactions (lbs)

Loc	R+ (Gravity)	/R-	/Rh	/Rw (Non-Gravity)	/U	/RL
E	-	/-	/-	/164	/146	/967
AK	-	/-	/-	/215	/197	/989

Wind reactions based on MWFRS
E Brg Wid = 5.5 Min Req = 1.5
AK Brg Wid = 5.5 Min Req = 1.5
Bearings E & AK are a rigid surface
Members not listed have forces less than 375#

Maximum Top Chord Forces Per Ply (lbs)

Chords	Tens.Comp.
A - B	1961 - 1904

Maximum Bot Chord Forces Per Ply (lbs)

Chords	Tens.Comp.
F - D	905 - 905

Maximum Web Forces Per Ply (lbs)

Webs	Tens.Comp.	Webs	Tens.	Comp.
A - F	1607 - 1616	V - AD	2538	-2538
A - R	2520 - 2520	W - AB	2327	-2336
E - K	1355 - 1384	AB-AC	2319	-2319
E - S	2307 - 2307	AC- C	2330	-2340
F - G	1305 - 1314	AD- C	2565	-2565
G - H	843 - 852	C - AI	1071	-1080
H - I	394 - 403	AF-AG	783	-792
I - J	521 - 530	AG-AH	1245	-1254
J - K	984 - 992	AH- C	1707	-1716
R - V	2544 - 2544	AI-AJ	611	-620
S - W	2319 - 2319			

Lumber
Top chord: 2x6 SP 2400f-2.0E;
Bot chord: 2x6 SP 2400f-2.0E;
Webs: 2x6 SP 2400f-2.0E; W1,W10,W11,W12,W15, W20 2x4 SP #2; W5,W9 2x8 SP 2400f-2.0E;

Bracing
(b) #3 or better scab reinforcement. Same size & 80% length of web member. Attach with 10d Box or Gun (0.128"x3",min.)nails @ 6" oc.

Plating Notes
All plates are 4X5 except as noted.

Loading
Truss transfers a maximum horizontal load of 1990 # (219.59 plf) along top chord from either direction, to supports where indicated. Diaphragm and connections are to be designed by Engineer of Record.

Drag Loads:	Force(#)	(PLF)	Mbr	Start	End
Case 1:	1990	219.59	TC	0.29	9.35
	1990	219.59	BC	0.29	9.35

See Cleary Building Corp. drawing for bearing attachment and bottom chord bracing details. This designs applies to both open wall and enclosed wall buildings.

COLORADO LICENSED DAVID J. ROTHWELL 62014 PROFESSIONAL ENGINEER

WARNING READ AND FOLLOW ALL NOTES ON THIS DRAWING!
IMPORTANT FURNISH THIS DRAWING TO ALL CONTRACTORS INCLUDING THE INSTALLERS.
Trusses require extreme care in fabricating, handling, shipping, installing and bracing. Refer to and follow the latest edition of BCSI (Building Component Safety Information, by TPI and SBCA) for safety practices prior to performing these functions. Installers shall provide temporary bracing per BCSI. Unless noted otherwise, top chord shall have properly attached structural sheathing and bottom chord shall have a properly attached rigid ceiling. Locations shown for permanent lateral restraint of webs shall have continuous lateral restraint (CLR) installed with diagonal bracing installed on the CLR per BCSI sections B3, B7 or B10, as applicable. Apply plates to each face of truss and position as shown above and on the Joint Details, unless noted otherwise. Refer to drawings 160A-Z for standard plate positions. Refer to job's General Notes page for additional information.
Alpine, a division of ITW Building Components Group Inc. shall not be responsible for any deviation from this drawing, any failure to build the truss in conformance with ANSI/TPI 1, or for handling, shipping, installation and bracing of trusses. A seal on this drawing or cover page listing this drawing, indicates acceptance of professional engineering responsibility solely for the design shown. The suitability and use of this drawing for any structure is the responsibility of the Building Designer per ANSI/TPI 1 Sec.2.
For more information see these web sites: Alpine: alpineitw.com; TPI: tpinst.org; SBCA: sbcacomponents.com; ICC: iccsafe.org; AWC: awc.org

ALPINE
155 Harlem Ave
North Building, 4th Floor
Glenview, IL 60025

FOREMAN NOTE:
TO ENSURE PROPER INSTALLATION OF SHEAR TRUSS, PLEASE NOTE TOP AND BOTTOM NOTED ON DIAGRAM AND VERIFY ENDWALL GIRT SPACING PRIOR TO INSTALLATION

CLEARY BUILDING CORP.
190 PAOLI STREET / P.O. BOX 930220
VERONA, WI 53593 / (800) 373-5550

DRAWN BY: JASMINE MEFFORD
DATE DRAWN: 09/09/25

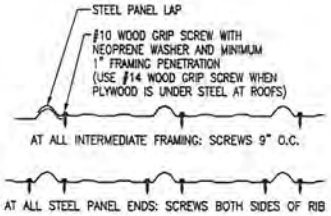
PLAN REVISIONS:		
NUMBER	DATE	BY
1		
2		
3		
4		

PROJECT NAME: BLAU, DAVID
PROJECT SITE ADDRESS: 202 WILKINS ROAD BAILEY, CO 80421 (PARK)
BUILDING SIZE: 30' 0" x 40' 0" x 16' 4"
SHEET NAME: SHEAR TRUSS BRACING DETAILS "C"

PROJECT NUMBER: 2025104014
SHEET NUMBER: 153

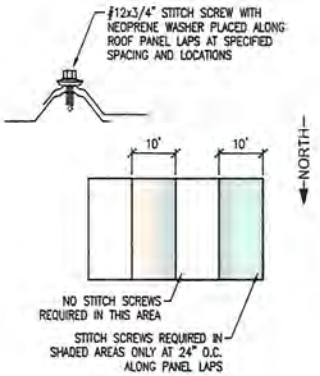
PAPER SCALE IS N.T.S.

37906 10/2/2025 PROFESSIONAL ENGINEER



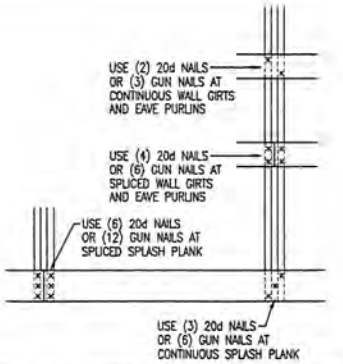
NOTE: PAN NAILS MAY BE SUBSTITUTED FOR PANEL END FASTENERS WHEN CONCEALED BY FLASHING

ROOF AND SIDE STEEL ATTACHMENT DETAIL



CONSTRUCTION FORMAN NOTE: STITCH SCREW TO NEXT STEEL LAP BEYOND REQUIRED DISTANCE FROM ENDWALL OF BUILDING

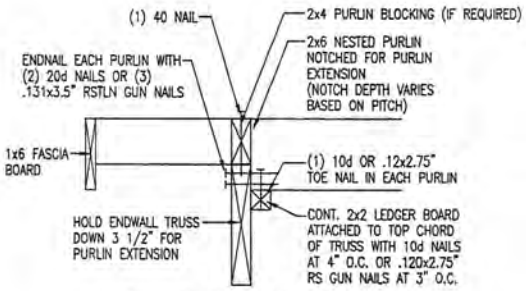
STITCH SCREW DETAIL
AT ROOF STEEL



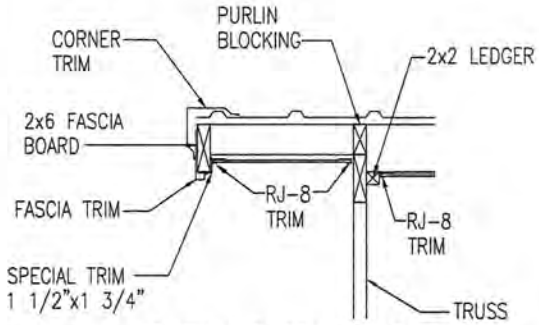
NOTE: 20d NAILS TO BE RING SHANK HOT DIPPED GALVANIZED GUN NAIL ALTERNATE = 0.131x3 1/2 RS-TLN

NOTE: SPLASH PLANK AT BRACING LOCATIONS REQUIRE ADDITIONAL FASTENERS (SEE BRACING DETAIL SHEET)

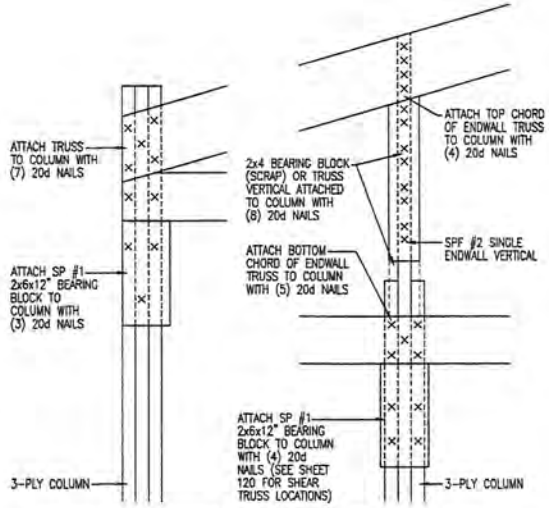
STANDARD WALL FRAMING NAILING



PURLIN EXTENSION DETAIL
AT CLOSED ENDWALL



PURLIN EXTENSION DETAIL
AT OPEN ENDWALL



STRUCTURAL ENDWALL TRUSS CONNECTION DETAILS
AT BOTH ENDWALLS

CLEARY BUILDING CORP.
190 PAOLI STREET / P.O. BOX 930270
VERONA, WI 53593 / (800) 373-5550

DRAWN BY: *JASMINE MEFFORD*
DATE DRAWN: *09/09/25*

PLAN REVISIONS:

NUMBER	DATE	BY
1		
2		
3		
4		

PROJECT NAME: BLAU, DAVID
PROJECT SITE ADDRESS: 202 WILKINS ROAD BAILEY, CO 80421 (PARK)
BUILDING SIZE: 30' 0" x 40' 0" x 16' 4"
SHEET NAME: DIAPHRAGM ACTION AND MISC. DETAILS

PROJECT NUMBER: 2025104014
SHEET NUMBER: 160

PAPER SCALE IS N.T.S.

TRUSS CHECK
(CHECK BOX AND INITIAL)

[X]	TRUSS SIZE	JM
[X]	ROOF PITCH	JM
[X]	BAY SPACING	JM
[X]	SLC / RLC	JM
[X]	DESIGN LOADS	JM
[X]	OVERHANGS	JM

CLEARY BUILDING CORP.
190 PAOLI STREET / P.O. BOX 930290
VERONA, WI 53593 / (800) 373-6550

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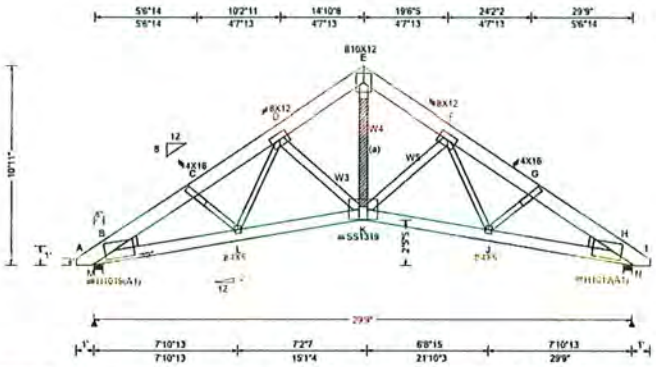
PROJECT NAME: BLAU, DAVID
PROJECT SITE ADDRESS: 202 WILKINS ROAD BAILEY, CO 80421 (PARK)
BUILDING SIZE: 30' 0" x 40' 0" x 16' 4"
SHEET NAME: TRUSS DIAGRAMS

PROJECT NUMBER: 2025104014

SHEET NUMBER: 170

PAPER SCALE IS N.T.S.

SEQN: 691045 SCIS	Ply: 1	Job Number: 2025104014	Cust: R 7054 JRef: 1Y0270540010 T1
FROM: MJS	Qty: 1	Truss Label: TA29-9PLRC45STNO10OC8truss	DrwNo: 245 25 1124 58227 / FK 09/02/2025



Loading Criteria (psf)

TCLL:	45.00
TCDL:	4.00
BCLL:	0.00
BCDL:	1.00
Des Ld:	50.00
NCBCLL:	0.00
Soffit:	2.00

Load Duration: 1.15
Spacing: 120.0 "

Wind Criteria
Wind Std: ASCE 7-16
Speed: 165 mph
Enclosure: Closed
Risk Category: II
EXP: C Kzt: NA
Mean Height: 21.30 ft
TCDL: 2.4 psf
BCDL: 0.6 psf
MWFRS Parallel Dist: 0 to h/2
C&C Dist a: 3.00 ft
Loc. from endwall: Any
GCpi: 0.18
Wind Duration: 1.60

Snow Criteria (Pg,Pf in PSF)
Pg: 81.0 Ct: 1.20 CAT: II
Pf: 68.0 Ce: 1.0
Lu: 16.0 Cs: 0.66
Snow Duration: 1.15

Building Code:
IBC 2018
TPI Std: 2014
Rep Fac: No
FT/RT/PT:20(20)/10(10)/4(0)
Plate Type(s):
HS, WAVE, 18SS

Defl/CSI Criteria

PP Deflection in	loc	L/defl	L/#
VERT(LL):	0.393 K	908	240
VERT(CL):	0.444 K	803	180
HORZ(LL):	0.286 H		
HORZ(TL):	0.326 H		

Creep Factor: 2.0
Max TC CSI: 0.495
Max BC CSI: 0.946
Max Web CSI: 0.974

VIEW Ver: 21.01.01.0429.14

▲ Maximum Reactions (lbs)

	Gravity			Non-Gravity		
Loc	R+	/ R-	/ Rh	/ Rw	/ U	/ RL
M	7978	/-	/-	/1804	/4700	/2610
H	7978	/-	/-	/1804	/4700	/-

Wind reactions based on MWFRS
M Brg Wid = 5.5 Min Req = —
H Brg Wid = 5.5 Min Req = —
Bearings M & H are a rigid surface.
Members not listed have forces less than 375#

Maximum Top Chord Forces Per Ply (lbs)

Chords	Tens.	Comp.	Chords	Tens.	Comp.
B - C	8058	-14177	E - F	6171	-9999
C - D	7773	-12603	F - G	7773	-12603
D - E	6171	-9999	G - H	8058	-14177

Maximum Bot Chord Forces Per Ply (lbs)

Chords	Tens.	Comp	Chords	Tens.	Comp
B - L	11288	-5872	K - J	9960	-4288
L - K	9960	-4288	J - H	11288	-5872

Maximum Web Forces Per Ply (lbs)

Webs	Tens.	Comp.	Webs	Tens.	Comp.
C - L	1651	-1530	K - F	2615	-2614
L - D	874	-1197	F - J	894	-1197
D - K	2615	-2614	J - G	1651	-1530
E - K	7602	-5171			

Lumber

Top chord: 2x10 SP 2400f-2.0E;
Bot chord: 2x8 SP 2400f-2.0E;
Webs: 2x4 SP #2, W3,W5 2x6 SP #1,
W4 2x6 SP 2400f-2.0E;
Lt Wedge: 2x8 SP #1,Rt Wedge: 2x8 SP #1;

Bracing

(a) #3 or better scab reinforcement. Same size & 80% length of web member. Attach with 10d Box or Gun (0.128"x3",min.)nails @ 6" oc.

Wind

Wind loads based on MWFRS with additional C&C member design.

Wind loading based on both gable and hip roof types.

See Cleary Building Corp. drawing for bearing attachment and bottom chord bracing details. This designs applies to both open wall and enclosed wall buildings.

In lieu of structural panels or rigid ceiling use purlins to brace TC @ 24" OC.

COLORADO LICENSED
DAVID J. ROTHWELL
62014
PROFESSIONAL ENGINEER

09.02.2025

"WARNING" READ AND FOLLOW ALL NOTES ON THIS DRAWING!
"IMPORTANT" FURNISH THIS DRAWING TO ALL CONTRACTORS INCLUDING THE INSTALLERS

Trusses require extreme care in fabricating, handling, shipping, installing and bracing. Refer to and follow the latest edition of BCSI (Building Component Safety Information, by TPI and SBCA) for safety practices prior to performing these functions. Installers shall provide temporary bracing per BCSI. Unless noted otherwise, top chord shall have properly attached structural sheathing and bottom chord shall have a properly attached rigid ceiling. Locations shown for permanent lateral restraint of webs shall have continuous lateral restraint (CLR), installed with diagonal bracing installed on the CLR per BCSI sections B3, B7, or B10, as applicable. Apply plates to each face of truss and position as shown above and on the Joint Details, unless noted otherwise. Refer to drawings 160A-Z for standard plate positions. Refer to job's General Notes page for additional information.

Alpine, a division of ITW Building Components Group Inc. shall not be responsible for any deviation from this drawing, any failure to build the truss in conformance with ANSI/TPI 1, or for handling, shipping, installation and bracing of trusses. A seal on this drawing or cover page listing this drawing, indicates acceptance of professional engineering responsibility solely for the design shown. The suitability and use of this drawing for any structure is the responsibility of the Building Designer per ANSI/TPI 1 Sec 2.

For more information see these web sites: Alpine, alpineitw.com, TPI, tpinst.org, SBCA, sbcacomponents.com, ICC, iccsafe.org, AWC, awc.org

ALPINE
A ITW COMPANY
155 Harlem Ave
North Building, 4th Floor
Glenview, IL 60025

TRUSS CHECK (CHECK BOX AND INITIAL)

[X] TRUSS SIZE	JM	[X] OVERHANGS	JM
[X] ROOF PITCH	JM	[X] DESIGN LOADS	JM
[X] BAY SPACING	JM	[X] SLC / RLC	JM

PAPER SCALE IS N.T.S.

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BAILEY, CO 80421 (PARK)
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TRUSS DIAGRAMS

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190 PAOLI STREET / P.O. BOX 930276
VERONA, WI 53593 / (800) 370-6569

NOTICE

PUBLIC HEARING BY:
X Board of Adjustment on TUESDAY, Feb 17, 2026
☐ Planning Commission
☐ Board of County Commissioners

Case # and Applicant: A26-0004 DAVID BLAU

Property Description: LOT 3 NEW, Harris Park, Unit 6 Block 87 – 202 WILKINS RD

Nature of Request: 15' variance to the Rear (South) lot line to build a Shed.

Hearing Location: BOCC BOARD Room 856 Castello Ave, Fairplay

For further information contact:
Park County Planning and Zoning Department
P.O. Box 1598, Fairplay, CO 80440 (719) 836-4292 • www.parkco.us

WARNING GAS PIPELINE

NOTICE

PUBLIC HEARING BY:

- [X] **Board of Adjustment** TUESDAY, Feb. 17, 2026
- [ ] **Planning Commission** _____
- [ ] **Board of County Commissioners** _____

Case # and Applicant: A26-0004
DAVID BLAU

Property Description: LOT 3 NEW, Harris Park, Unit 6 BLOCK 87 – 202 WILKINS RD

Nature of Request: 15' variance to the Rear (South) lot line to build a shed.

Hearing Location: BOCC BOARD Room
856 Castello Ave, Fairplay

For further information contact:

Park County Planning and Zoning Department
P.O. Box 1598, Fairplay, CO 80440 • (719) 836-4292 • www.parkco.us

Park County Planning Department

P.O. Box 1598
Fairplay, Colorado 80440
Phone: (719) 836-4261 ● *E-mail address*: shelli.yarbrough@parkcountyco.gov

Referral Response

Comment Deadline Date: February 11, 2026

Case #: A26-0004

Case Name: Blau Variance

Applicant: David Blau

Request: The applicant is requesting a 15-foot variance from the required 20-foot setback to the south (rear) lot line to build a shed.

Legal Description:

Lot 3 NEW, Harris Park Estates, Unit 6, Block 87
Addressed as 202 Wilkins Rd, Bailey CO 80421

Date of Board of Adjustments Hearing: Tuesday, February 17, 2026

_____ We have reviewed this referral and find that it **does** comply with our specific organization's concerns.

_____ We have reviewed this referral and find that it **does not** comply with our specific organization's concerns for the following reasons:

_____
_____

✓ We have reviewed this referral and find no conflicts with our interests.

_____ A formal recommendation is under consideration and will be submitted to you prior to _____.

_____ Please refer to the enclosed letter.

_____ We offer the following comments regarding this referral:

_____
_____
_____
_____

Signed: Jim Moon Date: 01/21/2026

Title: Assistant Chief Fire Prevention