



**Town of Green Mountain Falls
Planning Commission Regular Meeting
Agenda**

**Tuesday, April 12, 2022 @ 6:30 PM
In-person Meeting @ 10615 Green Mountain Falls Rd
Green Mountain Falls, CO 80819**

OR JOIN ZOOM MEETING:

<https://us02web.zoom.us/j/83145662161?pwd=U21rZDA1Z3d1TWEvMXNGSml0Tkduc09>

Meeting ID: 831 4566 2161; Passcode: 455450

TIME		ITEM	DESIRED OUTCOME
6:30	1.	CALL TO ORDER	
	2.	AUDIO CHECK	
	3.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	
		APPROVAL OF MINUTES	Action Recommended
	4.	- March 8, 2022, Regular Meeting Minutes - March 10, 2022, Special Meeting Minutes	
		NEW BUSINESS	
	5.	Application 20220329 – 11145 and 11155 Falls Ave – Vacation of Lot Line	Action Recommended
		Application 20220223 – 6796 Pine St	Action Recommended
	6.	- Architectural and Zoning Application for Single Family Home Addition - ROW Easement Request	
	7.	Application 20220405 – 11120 Pueblo Ave – New Deck	Action Recommended
		OLD BUSINESS	
	8.	Code Rewrite Updates and Next Steps	
	9.	OTHER BUSINESS	
	10.	Adjournment	

**Register for public comment by 4:00 PM the day of the meeting: planner@gmfco.us

Planning Commission Members:

Todd Dixon, Chair

Lamar Matthews, Commissioner

Sean Ives, Commissioner

Paul Yingling, Commissioner

Mike Frey, Commissioner



MEETING MINUTES
Planning Commission
March 8, 2022
6:30 p.m. In-Person and Zoom Meeting

Commissioners Present: Todd Dixon, Sean Ives, Lamar Matthews (Zoom), Paul Yingling (Zoom)

Commissioners Absent: Mike Frey

Ex Officio Member: Jane Newberry

Board of Trustees Liaison:

GMF Staff: Nate Scott (Town Clerk/Treasurer/Planner)

Agenda Item	Motion/Discussion	M/S	TD	SI	LM	PY	MF
1. CALL TO ORDER / ROLL CALL	Meeting called to order at 6:31pm						
2. AUDIO CHECK							
3. ADDITIONS, DELETIONS, & CORRECTIONS TO THE AGENDA	No changes. Motion to approve agenda passed unanimously.	LM/PY	A	A	A	A	
4. APPROVAL OF MINUTES February 8, 2022, Regular Meeting Minutes	No changes. Motion to approve minutes passed unanimously.	PY/LM	A	A	A	A	
OLD BUSINESS							
5. Permit 20220107 – 11190 Hondo Ave – Deck Replacement	TCTP Scott gave a summary of the staff report. Motion to approve the application passed unanimously.	PY/LM	A	A	A	A	
6. Land Use Code Rewrite – Update	TCTP Scott gave an update on Nina’s progress on the rewrite and the Commission agreed on a tentative timeline for the draft/approval/Public Hearing process. The Commission hopes to schedule a work session in the afternoon on March 28, then would have time to make minor changes and post notice of Public Hearing at the PC meeting on April 12.						

MEETING MINUTES
Planning Commission
March 8, 2022
6:30 p.m. In-Person and Zoom Meeting

	No official Commission action taken.						
NEW BUSINESS							
7. Clerestory Preservation Project	Chair Dixon and Jesse Stroope gave a summary of the project's purpose and timeline. Discussion took place about other beneficial data points that could be gathered during the effort.						
8. Election of a Vice-Chair	Motion to appoint Paul Yingling as Planning Commission Vice-Chair. Motion passed unanimously.	LM/SI	A	A	A	A	
	Chair Dixon gave a summary of a stop work order that had to be issued. Person did get a PPRBD permit but did not know about Town requirement. Commissioners informally agreed that they would be willing to schedule a special meeting when the application is turned in.						
9. OTHER BUSINESS	Discussion about how the Town can better educate the public about Town code requirements.						
10. ADJOURNMENT	Meeting adjourned at 7:18 p.m.						



MEETING MINUTES

Planning Commission Special Meeting March 10, 2022 7:00 p.m. Zoom-only meeting

Commissioners Present: Todd Dixon, Sean Ives, Lamar Matthews

Commissioners Absent: Paul Yingling, Mike Frey

Ex Officio Member:

Board of Trustees Liaison:

GMF Staff: Nate Scott (Town Clerk/Treasurer/Planner)

Agenda Item	Motion/Discussion	M/S	TD	SI	LM	PY	MF
1. CALL TO ORDER / ROLL CALL	Meeting called to order at 7:00pm						
2. AUDIO CHECK							
3. ADDITIONS, DELETIONS, & CORRECTIONS TO THE AGENDA	No changes. Motion to approve agenda passed unanimously.	LM/TD	A	A	A		
4. PUBLIC COMMENT	No public comment.						
5. Application 20220309 – 10928 Iona Ave – Stucco Siding	TCTP Scott gave a summary of the included staff report and situation with this application. Chair Dixon motioned to approve the application, contingent on contractor getting a business license with the Town.	TD/LM	A	A	A		
6. OTHER BUSINESS	No other business.						
7. ADJOURNMENT	Meeting adjourned at 7:06 p.m.						



To: Planning Commission
From: Nate Scott, Town Clerk/Treasurer/Planner

Date: April 5, 2022
Re: 20220329 – Administrative Vacation of Interior Lot Lines

Background

The applicants Mike and Margaret Frey are requesting the Planning Commission's consideration for approval of a vacation of interior lot lines in order to combine El Paso County parcels 8308212003 and 8308212004 into one singular, new parcel (schedule number). The application was received and paid for on March 29, 2022.

Planning Commission Recommended Actions:

- Review proposed project for compliance with Green Mountain Falls Zoning and Land Use Code.
- Approve, approve subject to conditions, or disapprove.

Project Summary

From the applicant's Letter of Intent email:

"The purpose of our request to vacate the lot line between 11145 Falls Ave. and 11155 Falls Ave is to combine the properties into one property, which will be owned by Margaret Markham Frey (prior to our marriage on July 7, 2010, her name was Margaret Markham). We are considering building a garage on the property and plan to locate the garage over the lot line we intend to vacate.

11145 Falls Ave is currently owned by Michael and Margaret Frey and 11155 Falls Ave. is owned by Margaret. She bought the property before our marriage, thus in is in her maiden name. We will execute quit claim deeds to get the new property into Margaret's current name (Margaret Markham Frey)."

Discussion

The electronic file maintained by Town Hall, *Official Town Zoning Map 2019*, shows the Zone District as R-1 for both parcels, thus no zoning incompatibility is present.

[**Chapter 17, Article VII, Sec. 17-135**](#) defines three methods of vacation, one of which is "Administrative vacations", which are:

Vacations of platted lot lines and/or platted utility/drainage easements where the proposed vacation does not substantially modify the originally platted subdivision, subject to the following exclusions:

- a. Vacations which combine more than ten (10) lots. (N/A)

- b. Vacations which would violate or require a waiver of any provision of the Town's subdivision regulations or violate any condition or requirement of the subdivision's final plat which created the lot(s). **(N/A)**
- c. Vacations including property that has been 1) rezoned since the time of original zoning and 2) rezoned since the platting which created the lots, such that the vacation is being conducted to create lots that conform with the minimum lot area requirements of the new zoning (such vacations require the vacation/replat process). Such rezonings do not include rezonings from one (1) agricultural or residential classification to another. **(N/A)**
- d. Vacations in which a portion of the lot as platted has been severed from the balance of the lot (such vacations require the vacation/replat process). **(N/A)**
- e. In no case shall a vacation of a platted easement for utilities or drainage purposes be approved by administrative procedures if any individual or entity using the easement in question or holding rights to use refuses or fails to agree, in writing, to the proposed vacation. **(N/A)**

The section further defines the minimal submittal requirements:

- 1. A title insurance commitment or policy issued by a title insurance company or an attorney's opinion of title, certified to a date not more than thirty (30) days prior to the submittal of the vacation to the Planning Commission showing the name of the owner of the land and all other persons who have an interest in, or an encumbrance on, the property described on the property contained within the vacation. **(included in packet)**
- 2. Letter of intent. **(included in packet)**
- 3. Referral letters from affected utilities and public agencies. **(N/A)**
- 4. A petition or letter signed by property owners adjoining, abutting or utilizing an access proposed for vacation in cases where access would be affected. **(N/A)**

Conclusion and Recommendation

The Freys have provided all requested and relevant documentation for this project. If approved, the Town will provide the applicants with the signed "Vacation of Interior Lot Lines" document, certified as approved by Planning Commission, for recording at El Paso County office.

Staff recommends approval of this project.



Town of Green Mountain Falls Land Use Approval Application Architectural Plan Review

General Information

- This checklist serves as a guideline for submitting a Zoning & Architectural Plan Review Land Use Approval application and is not a substitute for the provisions in GMF Municipal Code or any other rules that may apply.
- Applicants are responsible for reviewing and understanding the Code.
- Complete applications are subject to staff review time of **two weeks (14 days)**.

Applicant

Applicant:	Michael & Margaret Frey
Address:	11155 Falls Ave, GMF, CO 80819
E-Mail:	Frey30@juno.com
Phone:	303 - 378 - 7831
Owner:	Margaret M. Frey
Address:	Same as above
E-mail:	" "
Phone:	" "

Property

Physical Property Address:	11155 Falls Ave & 11145 Falls Ave
Type of Plan Review: Lot line vacation	Lot Size/Zoning: Residential 131.6' x 131.8'
Hillside Overlay zone? Yes <input type="checkbox"/> No <input type="checkbox"/>	Land Survey/ILC Included: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Lot line Vacation

Certification & Signature

APPLICANT'S STATEMENT: I understand the procedures and requirements (pages 1 and 2 of this application) that apply to my request and acknowledge an incomplete application will not be scheduled for public hearing. GMF Staff's acceptance of the application, payment of fees, and submittal of accompanying materials does not constitute completeness. I further agree to reimburse the city for technical and professional consulting expenses that may be incurred during the review of my request. Failure to reimburse the Town for invoiced expenses constitutes an incomplete application.

Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge.

By checking this box, I agree to the certification statement and am typing my full name as an electronic signature.

Applicant Signature Michael Frey Date 2/29/22
Owner Signature * Margaret Frey Date _____
Owner Signature M Date _____

This document can be signed electronically using Adobe Reader DC for free.

Plan Review Checklist

This checklist serves as a guideline for submitting a Zoning & Architectural Plan Review (APR) Land Use Approval application and is not a substitute for the provisions in Green Mountain Falls Municipal Code or any other rules that may apply. Applicants are expected to review, at a minimum §16, Zoning, §17, Subdivision, §18, Building Regulations.

APR is a general term for the review by the Planning Commission/Board of Trustees for zoning compliance and the evaluation of architectural compatibility, as outlined in §16-705.

1. Application & Petition

- a. Application, signed and dated by the applicant and property owner(s)
- b. Application fee
- c. Letter of explanation
 - i. Describe the purpose of the project (e.g., deck, SFH addition, exterior renovation, etc.) and describe project details, referring to site plans and drawings as necessary

2. Development Plan

- a. Vicinity Map with streets and access points to the property
- b. Existing and proposed structures with zoning setbacks, property boundaries and dimensions
- c. The location of all drainage to, from and across the site, the location of intermittent and permanent springs, culverts and other drainage structure

3. Procedure:

- a. Electronic submittal of signed application and checklist materials: planner@gmfco.us
- b. Payment of fees to Town Clerk for receipt
- c. Upon determining an application is complete, staff will schedule for PC and/or BoT public hearing

GMF Town Staff:

- ☒ Application
- ☒ Letter of Explanation
- ☒ Development Plan
- ☒ Application fee (Town Clerk)
Date 3/29/22 Amount 200.00 ☒ Check # 2359 ☐ Credit Card

From: frey30@juno.com
To: [Town Clerk](#)
Subject: Letter of intent
Date: Tuesday, March 29, 2022 4:17:52 PM

Nate

The purpose of our request to vacate the lot line between 11145 Falls Ave. and 11155 Falls Ave is to combine the properties into one property, which will be owned by Margaret Markham Frey (prior to our marriage on July 7, 2010, her name was Margaret Markham). We are considering building a garage on the property and plan to locate the garage over the lot line we intend to vacate.

11145 Falls Ave is currently owned by Michael and Margaret Frey and 11155 Falls Ave. is owned by Margaret. She bought the property before our marriage, thus in is in her maiden name. We will execute quit claim deeds to get the new property into Margaret's current name. (Margaret Markham Frey)

Thanks for your help.

Mike and Margaret Frey

QUIT CLAIM DEED

THIS DEED made this 30 day of March 2022, between

Margaret Markham Frey fka Margaret Markham

of the said County of El Paso and State of Colorado, Grantor and

Margaret Markham Frey

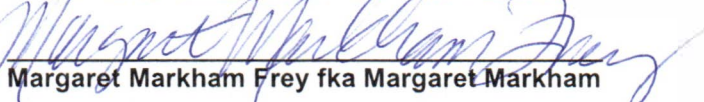
whose legal address is 11155 Falls Avenue, Green Mountain Falls, CO 80819 of the said County of El Paso and State of Colorado, Grantee:

WITNESS, that the Grantor, for and in consideration of the sum of (\$10.00) Ten Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUIT CLAIMED, and by these presents do remise, release, sell, convey and Quit Claim, unto the grantee, his heirs, successors and assigns, forever, all the right title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the El Paso and State of Colorado, described as follows:

Lot 5 in Block 25 in the Third Addition to Green Mountain Falls, County of El Paso, State of Colorado. also known by street and number as: 11155 Falls Avenue, Green Mountain Falls, CO 80819

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns forever. The singular number shall include the plural, the plural and 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.


Margaret Markham Frey fka Margaret Markham

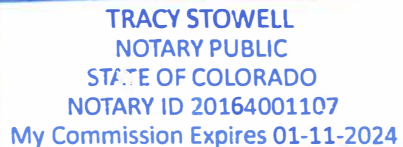
State of Colorado
County of Teller

The foregoing instrument was acknowledged before me this 30 day of March, 2022 by Margaret Markham Frey fka Margaret Markham

Witness my hand and official seal.

Notary Public:

My commission expires: 1/11/2024



QUIT CLAIM DEED

THIS DEED made this 30 day of March 2022, between

Michael D. Frey and Margaret M. Frey

of the said County of El Paso and State of Colorado, Grantor and

Margaret Markham Frey

whose legal address is 11155 Falls Avenue, Green Mountain Falls, CO 80819 of the said County of El Paso and State of Colorado, Grantee:

WITNESS, that the Grantor, for and in consideration of the sum of (\$10.00) Ten Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUIT CLAIMED, and by these presents do remise, release, sell, convey and Quit Claim, unto the grantee, his heirs, successors and assigns, forever, all the right title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the El Paso and State of Colorado, described as follows:

Lot 4 in Block 25 in the Third Addition to Green Mountain Falls, County of El Paso, State of Colorado. also known by street and number as: 11145 Falls Avenue, Green Mountain Falls, CO 80819

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns forever. The singular number shall include the plural, the plural and 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.

Michael D. Frey
Michael D. Frey

Margaret M. Frey
Margaret M. Frey

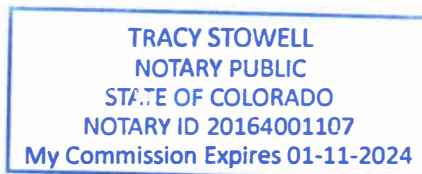
State of Colorado
County of Teller

The foregoing instrument was acknowledged before me this 30 day of March, 2022 by Michael D. Frey and Margaret M. Frey

Witness my hand and official seal.

Tracy Stowell
Notary Public:

My commission expires: 11/11/2024

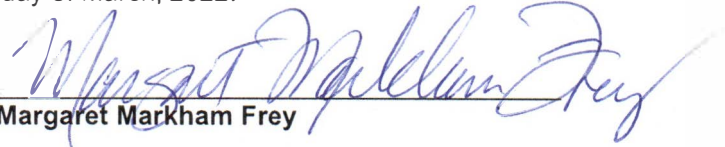


NAME AFFIDAVIT

I, Margaret Markham Frey, the undersigned, do hereby declare upon oath, that I am one and the same individual known as Margaret Markham as set forth on Warranty Deed recorded on 6/18/2008 under reception 208070014 and/or Margaret M. Frey as set forth on Warranty Deed recorded on 8/21/2012 under reception 212097244.

That declarant will testify, declare, depose or certify before any competent tribunal, officer or person in any case now pending or which may hereafter be instituted, to the truth of the particular facts herein above set forth.

Executed at Woodland Park, State of CO, this 30 day of March, 2022.


Margaret Markham Frey

Social Security Number: _____

State of Colorado)

) ss.

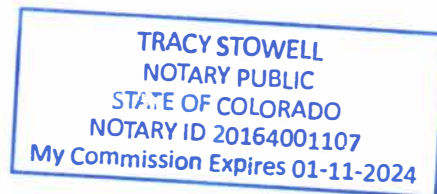
County of El Paso)

This instrument was acknowledged before me on 30 day of MARCH, 2022 by Margaret Markham Frey.

WITNESS MY HAND AND OFFICIAL SEAL


Notary Public:

My commission expires: 1/11/2024



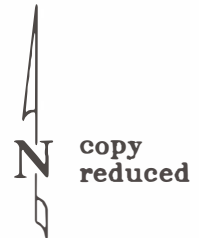
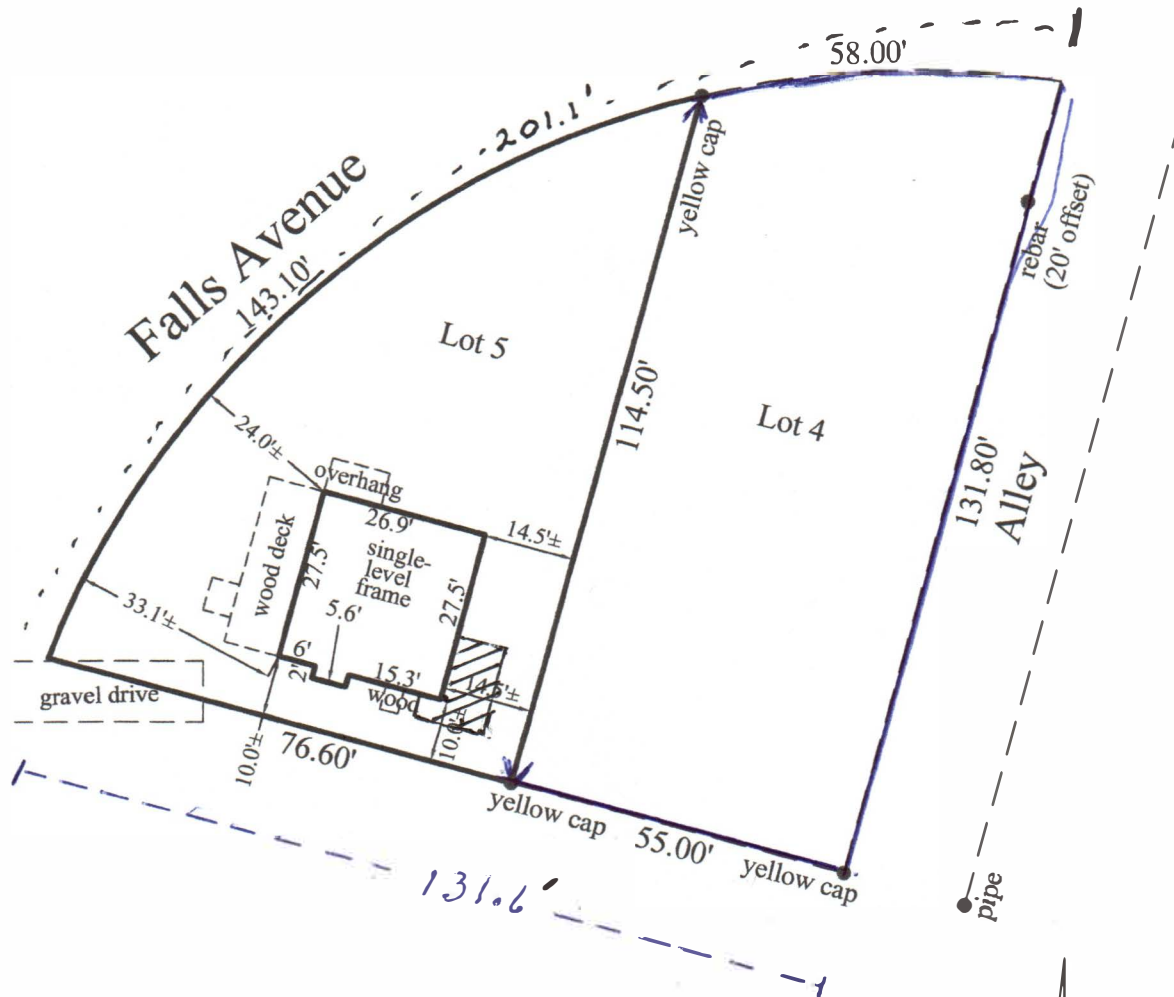
PLOT PLAN

(THIS IS NOT A PROPERTY SURVEY)

LEGEND

- Chainlink Fence
- Wood Fence
- Wire Fence
- Fnd. Monument
- Overhead Power Line

Note: Improvements shown by apparent lines of possession, without sufficient positive monumentation found.



Legal Description

Lot 5, Block 25, Green Mountain Falls Addition No. 3, County of El Paso, State of Colorado.

Scale: 1" = 30'

PREPARED BY:



ALESSI & ASSOCIATES, Inc.

APPRAISERS • ENGINEERS • SURVEYORS

2989 Broadmoor Valley Road
Colorado Springs, CO 80906

Tele. 719/540-8832
Fax 719/540-2781

PURPORTED STREET ADDRESS:

11155 Falls Avenue

**DATE: 9/23/2021

*LENDER/CLIENT: Mike Frey

JOB NUMBER: 211447



UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A : Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B : Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Empire Title of Colorado Springs, LLC.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

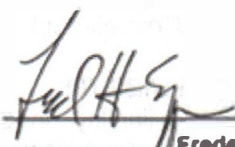
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Authorized Countersignature
Stewart Title Company dba Empire
Title, A Division of Stewart
350 N. Pine Street
Woodland Park, CO 80863




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1613249

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 3



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1613249

ALTA Commitment For Title Insurance 8-1-16

Page 2 of 3



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1613249

ALTA Commitment For Title Insurance 8-1-16

Page 3 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Company dba Empire Title, A Division of Stewart
Issuing Office: 350 N. Pine Street, Woodland Park, CO 80863
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 1613249
Issuing Office File Number: 1613249
Property Address: 11145 Falls Avenue, Green Mountain Falls, CO 80819
11155 Falls Avenue, Green Mountain Falls, CO 80819
Revision Number:

1. Commitment Date: March 10, 2022 at 8:00AM

2. Policy to be issued: **Proposed Policy Amount**

(a) ALTA Owner's Informational Title Commitment
Proposed Insured:

(b) ALTA Loan
Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Margaret Markham as to Parcel I and
Michael D. Frey and Margaret M. Frey as to Parcel II

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

Informational Title Commitment	\$250.00
Additional Parcel Fee	\$150.00

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1613249

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 1 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1613249

Parcel I:

Lot 5 in Block 25 in the Third Addition to Green Mountain Falls, County of El Paso, State of Colorado.

Parcel II:

Lot 4 in Block 25 in the Third Addition to Green Mountain Falls, County of El Paso, State of Colorado.

For Informational Purposes Only: 11145 Falls Avenue, Green Mountain Falls, CO 80819
11155 Falls Avenue, Green Mountain Falls, CO 80819

APN: 8308212003, 8308212004

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1613249

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 4

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1613249

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded June 18, 2008 as [Reception No. 208070014](#). (As to Parcel I) Deed recorded August 21, 2012 as [Reception No. 212097244](#). (As to Parcel II).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1613249

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 3 of 4



ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1613249

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Easements, notes and notices as set forth on the recorded plat of the Third Addition to Green Mountain Falls recorded June 27, 1889 in [Plat Book C at Page 47A](#).
10. Any leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

NOTE: This commitment has been issued for information purposes only. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No.: 1613249

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 4 of 4



DISCLOSURES

File No.: 1613249

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title Company dba Empire Title, A Division of Stewart conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

EL PASO COUNTY - COLORADO

8308212004
11155 FALLS AVE

Total Market Value
\$106,677

OVERVIEW

Owner:	MARKHAM MARGARET
Mailing Address:	10850 E PINWOOD DR PARKER CO, 80138-7820
Location:	11155 FALLS AVE
Tax Status:	Taxable
Zoning:	-
Plat No:	359
Legal Description:	LOT 5 BLK 25 GREEN MOUNTAIN FALLS ADD 3

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$41,300	\$2,950
Improvement	\$65,377	\$4,670
Total	\$106,677	\$7,620

RANCH (1)

Market Value \$65,377

Assessment Rate	7.15	Above Grade Area	485
Bldg #	1	First Floor Area	485
Style Description	RANCH	Above First Floor Area	0
Property Description	FRAME FAIR QUALITY	Lower Level Living Area	0
Year Built	1933	Total Basement Area	-
Dwelling Units	1	Finished Basement Area	
Number of Rooms	4	Garage Description	-
Number of Bedrooms	1	Garage Area	-
Number of Baths	1.00	Carport Area	-

LAND DETAILS

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	SINGLE FAMILY RES.	7.150	5700 SQFT	\$41,300



Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.

EL PASO COUNTY - COLORADO

8308212003
11145 FALLS AVE

Total Market Value
\$15,500

OVERVIEW

Owner:	FREY MICHAEL D, FREY MARGARET M
Mailing Address:	10850 E PINWOOD DR PARKER CO, 80138-7820
Location:	11145 FALLS AVE
Tax Status:	Taxable
Zoning:	-
Plat No:	359
Legal Description:	LOT 4 BLK 25 GREEN MOUNTAIN FALLS ADD 3

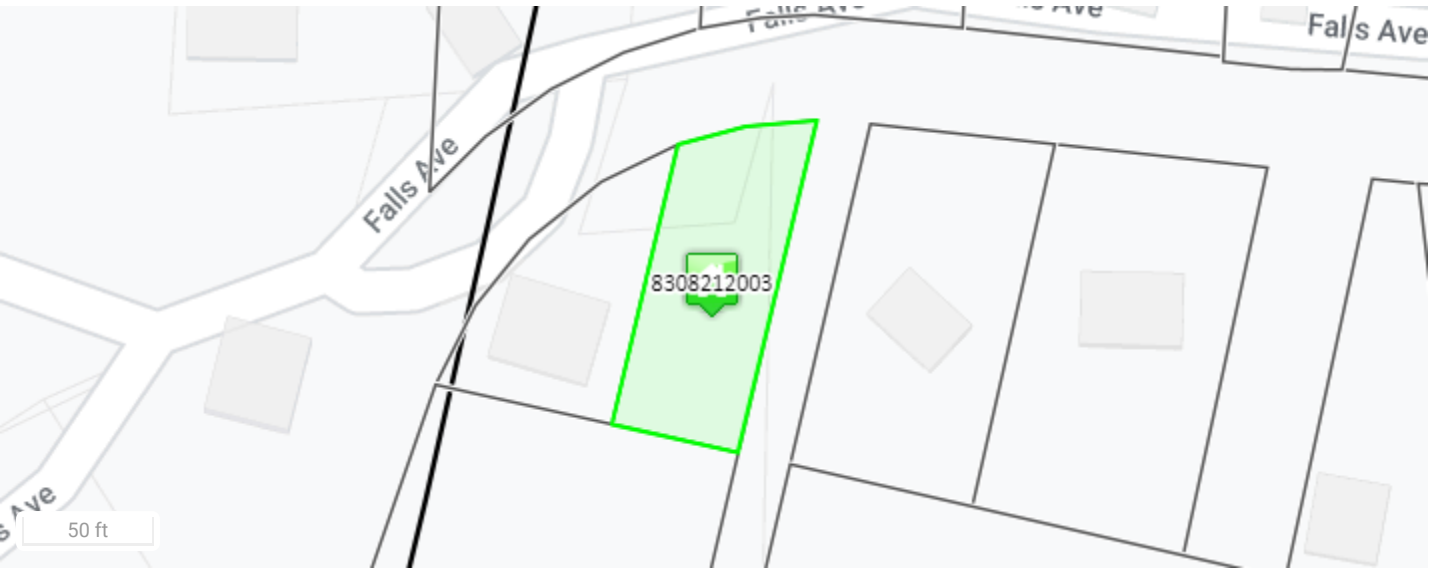
MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$15,500	\$4,500
Improvement	\$0	\$0
Total	\$15,500	\$4,500

No buildings to show.

LAND DETAILS

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	VACANT RESIDENTIAL LOTS	29.000	6100 SQFT	\$15,500



Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.



To: Planning Commission
From: Nate Scott, Town Clerk/Treasurer/Planner

Date: March 30, 2022

Re: 2022223 – Architectural/Zoning Application and Easement Request for 6796 Pine St.

Background

The applicant David Banta is requesting the Planning Commission's consideration for an application for a single-family home addition along with a ROW easement from the Town in order to accommodate part of the design, the portico entryway. The application for the Architectural and Zoning Review was received on February 23 and paid on April 4. The applicant understands that there are legal review fees to be reimbursed to the Town as well as the annual easement fee of \$50. The Town's attorney office drafted the easement agreement, which is included in this packet, and which will need to be approved by Resolution of the Board of Trustees.

The deck expansion toward Pine St., originally included in the application, has been ruled out, as the existing deck is already a nonconforming use according to [Ch. 16, Art. VII, Sec. 16-708](#), as it is in the 15-foot front setback. The applicant was informed of this and is taking this design element out.

The ownership information on the El Paso County Assessor site shows Bruce Berger as the owner. The applicant has recently purchased the property from Mr. Berger (Jan. 14), and the Special Warranty Deed has been included in this packet as proof of ownership for Mr. Banta.

Mr. Banta has received permitting from Pikes Peak Regional Building on all interior renovations thus far and will continue to do so throughout the entirety of this project. Applicant has also pulled a permit from El Paso County Health Dept. for the installation of a new septic system.

Planning Commission Recommended Actions:

- Review proposed Architectural and Zoning Application for compliance with Green Mountain Falls Zoning and Land Use Code.
- Review proposed easement for compliance with Green Mountain Falls Zoning and Land Use Code.

Project Summary

Per the applicant: the addition entails a 785 sq. ft. bedroom suite and 690 sq. ft. two-car garage addition to an existing 800 sq. ft. one-bedroom home. The proposed portico, a covered entry, is an important architectural element that adds a welcoming and protected entry to the house. It extends to an existing concrete block wall that is shown on the ILC to be beyond the property line. We are requesting an easement to allow this to be included in our plan.

Materials:

Siding: Cedar or cedar composite, light stain
Roof: Three tab or metal, Color charcoal
Windows & Doors: Aluminum, black frames
Soffit & Facia: Composite, color charcoal
Block walls and supports: natural stone

Discussion

1 - Architectural and Zoning Application:

The electronic file maintained by Town Hall, *Official Town Zoning Map 2019*, shows the Zone District as R-1 and the El Paso County Assessor's Office show parcel ID 8308421001 with an area of 7,500 sq. feet. Therefore, zoning is:

16-305: R-1 5,000 Single-Family Residential.

Setback requirements:

- a. front, fifteen (15) feet;*
- b. side, five (5) feet; and*
- c. rear, ten (10) feet.*

Sec. 16-705. - Building permits; architectural review

The Zoning Code §16-705(d)(2) – at a minimum, the following specific criteria shall be considered by the Planning Commission:

- a. Architectural compatibility;*
- b. Bulk of the proposed building or structure in relation to surrounding buildings and land;*
- c. Vehicular access and parking;*
- d. Pedestrian access; and*
- e. Relation to existing and future open space.*

The language for architectural review is couched as policy recommendation with vague standards: nevertheless, it does state the advisory body *shall restrict its consideration in each case to the effect of the proposed construction on the health, safety, morals, and general welfare of the Town.*

Sec. 16-712. - Development plan requirements (w/ notes specific to this project).

- (1) The location, height, and dimensions of each existing and proposed structure in the development area and the uses to be contained therein. **(see site plan)**
 - (2) The proper building setbacks and building area with reference to property lines, highways, or street rights-of-way; **(in site plan)**
 - (3) The location and surfaces of all parking areas and the exact number of parking spaces; **(two car garage with two spaces in front of garage)**
 - (4) The location of watercourses and other natural historic features; **(drainage marked on site plan)**
 - (5) The location of all pedestrian walks, malls, recreation, and other open spaces; **N/A**
 - (6) The location, number, height, and square footage of freestanding identification signs; **N/A**
 - (7) The location, height, size, and orientation of any required light standards; **N/A**
 - (8) The location of all permanent accesses from publicly dedicated streets, roads, or highways; **(unimproved driveway to garage)**
 - (9) The location, overlain on contours for the area, of all roadways, walkways, bridges, culverts, drainage easements, existing or contemplated, and green belts; **N/A**
 - (10) The location of all footpaths, traffic islands, traffic devices and driveways, indicating the pedestrian and vehicular movement and control; **N/A**
 - (11) The stages, if appropriate, in which the project will be developed; **N/A** and
 - (12) A vicinity map to locate the development in relation to the community. **(see attached site overview map)**
- (Ord. 97-01)

2 – Granting of Easement:

From [Chapter 11, Article V](#):

- **Sec. 11-111. - Factors to be considered in granting easements.**

The following factors shall be considered in review by the Planning Commission and Board of Trustees of any request for an easement for use of public lands. Said factors shall not be exclusive, however:

- (1) Conformation with the Town Comprehensive Plan; **(Land Use Code rewrite should allow flexibility and promotion of positive development.)**
- (2) Adverse effects to the Town if an easement is granted; **(This small easement will not affect utilities or the functional use of the ROW in this area.)**
- (3) Benefits to the Town if an easement is granted. **(This property will be improved, thus increasing tax base.)**

- **Sec. 11-112. - Reasons for granting of easement.**

The following reasons for granting of said easement shall be deemed sufficient justification for such grant;

- (1) Compensation due and payable to the Town for use; **(There is a \$50 annual fee for easement.)**
- (2) Assistance to property owners who do not have clear title to their land due to an encroachment of their property upon public land and which purchase of said public property is not considered a feasible alternative by the Planning Commission and Board of Trustees; **(Easement is a positive alternative to purchase – the Town holds on to its ROW and has reclamation language in the agreement if something drastically changes.)**
- (3) Service of the health, safety and welfare of the inhabitants of the Town, or alternatively, lack of detriment or harm to the health, safety and welfare of the inhabitants of the Town. **(There is no risk to health, safety, or welfare of Town residents.)**

- **Sec. 11-113. - Presentations required to procure a grant of easement.**

Anyone wishing to procure a grant of an easement for the use of public land owned by the Town will be required to make two (2) presentations to the Planning Commission, as further described below, as a precondition to seeking the Board of Trustees' agreement to said sale:

- (1) The first presentation shall include clear identification of the land to be subjected to an easement and the feasibility of the proposed easement (Step #1 - Concept Approval).
- (2) The second presentation shall include the formal submittal requirements (Step #2 - Formal Submittal).
- (3) Any decision to grant said easement shall be by resolution passed by the Board of Trustees.
- (4) The procedure for the first and second presentation to the Planning Commission shall be determined by the Planning Commission, which shall set forth guidelines in the form of check lists for preparation for said proceedings, to include public hearing procedures. Said guidelines shall be available to the public, and may be provided at the office of the Town Clerk.
- (5) No second presentation will be scheduled before the Planning Commission until the guidelines for presentation as set forth in the document available to the public have been met. Review of said guidelines shall be made by the Town Clerk as a prerequisite to scheduling said presentation before the Planning Commission.

Conclusion and Recommendation

Staff recommends approval of this project. Regarding the easement, staff doesn't feel that two presentations at Planning Commission are necessary at this point, and recommends that a public hearing be scheduled at the next Board of Trustees meeting on April 19.

Reasons to proceed without two presentations:

1. One consideration is that the code doesn't define the "Step #2 - Formal Submittal" requirements as mentioned above. Staff feels that the application is thorough and complete.
2. I consider my conversations with the applicant, PC Chair Dixon, and the Town's attorney as proof of concept for this situation. It is a good long-term solution for this project.
3. The town has relied on revocable permits to allow this type of development in the ROW recently. Discussions with the attorney has revealed that revocable permits are not advised for this situation, and easements are the preferred method of allowing this type of minor encroachment development, when the criteria are met.



Town of Green Mountain Falls Land Use Approval Application Architectural Plan Review

General Information

- This checklist serves as a guideline for submitting a Zoning & Architectural Plan Review Land Use Approval application and is not a substitute for the provisions in GMF Municipal Code or any other rules that may apply.
- Applicants are responsible for reviewing and understanding the Code.
- Complete applications are subject to staff review time of **two weeks (14 days)**.

Applicant

Applicant:	David Banta
Address:	6796 Pine St, P.O. Box 25, Green Mt Falls, CO 80819
E-Mail:	david@dazzleeventstudios.com
Phone:	310-702-3132
Owner:	same as above
Address:	
E-mail:	
Phone:	

Property



Physical Property Address:	6796 Pine St, Green Mt Falls, CO 80819		
Type of Plan Review:	Architectural & construction	Lot Size/Zoning:	7,000 sq ft R-1 Zone
Hillside Overlay zone?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Land Survey/ILC Included:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Certification & Signature

APPLICANT'S STATEMENT: I understand the procedures and requirements (pages 1 and 2 of this application) that apply to my request and acknowledge an incomplete application will not be scheduled for public hearing. GMF Staff's acceptance of the application, payment of fees, and submittal of accompanying materials does not constitute completeness. I further agree to reimburse the city for technical and professional consulting expenses that may be incurred during the review of my request. Failure to reimburse the Town for invoiced expenses constitutes an incomplete application.

Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge.

By checking this box, I agree to the certification statement and am typing my full name as an electronic signature.

Applicant Signature		Date	2/23/22
Owner Signature		Date	2/23/22
Owner Signature		Date	

This document can be signed electronically using [Adobe Reader DC for free](#).

\$250 Arch and Zoning App fee paid on 4/4/22, check # 7919; received by Nate Scott, Town Clerk/Treasurer

Project Description

785 square foot bedroom suite and 690 sq ft. two car garage addition to an existing 800 square foot one bedroom home.

Since purchasing the property in December of 2021, the existing structure has gone through an extensive 14-month remodel with a 2022 mid-March completion date. Construction of the bedroom and garage addition, is scheduled to start late April 2022.

Like many in Green Mountain Falls my grandfather first visited the town in 1914. Shortly after he purchased a lot with three cabins that has been in the family since. This project makes me the fourth from the Banta tree currently owning and living in Green Mountain Falls

The inspiration for the design comes from the iconic wood-barked cabins of Green Mountain falls that almost seem to have grown out of the very soil they sit on. The design presented is an organic structure with simple lines and low silhouette that is sited to blend into the property and neighborhood known as The Mesa. However, unlike my grandfather's cabins, this new version of the Green Mountain Falls classic cabin will have indoor plumbing.

Address

6796 Pine Street
Green Mountain Falls, Colorado

Legal Description:

Lot 1, Block 6, Town of Green Mountain Falls, County of El Paso, State of Colorado

Owner:

David Banta
P.O. Box 25, Green Mountain Falls, Colorado 80819

Requested Easements.

This application is for two Easements that will enhance both the visual and practicality of the proposed addition while having no known negative impact on the neighborhood or town of Green Mountain Falls.

Portico

The proposed portico, a covered entry, is an important architectural element that adds a welcoming and protected entry to the house. It extends to an existing concrete block wall that is shown on the ILC to be beyond the property line. We are requesting an easement to allow this to be included in our plan.

Deck

~~We are requesting an easement to widen the existing deck by 3 feet. This will add to the practicality and usefulness of the deck. The ILC shows this deck extension intruding into the 14 foot front setback requirement of R1 zoning. As noted in the drawing, this widening of the deck falls into an area between the house and a row of five large spruce trees that run parallel to Pine Street with no known sight line issues.~~

EL PASO COUNTY - COLORADO

8308421001
6796 PINE ST

Total Market Value
\$168,917

OVERVIEW

Owner:	BERGER BRUCE M
Mailing Address:	415 S FRANCISCA AVE REDONDO BEACH CA, 90277
Location:	6796 PINE ST
Tax Status:	Taxable
Zoning:	-
Plat No:	287
Legal Description:	LOT 1 BLK 6 GREEN MOUNTAIN FALLS

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$41,300	\$2,870
Improvement	\$127,617	\$8,870
Total	\$168,917	\$11,740

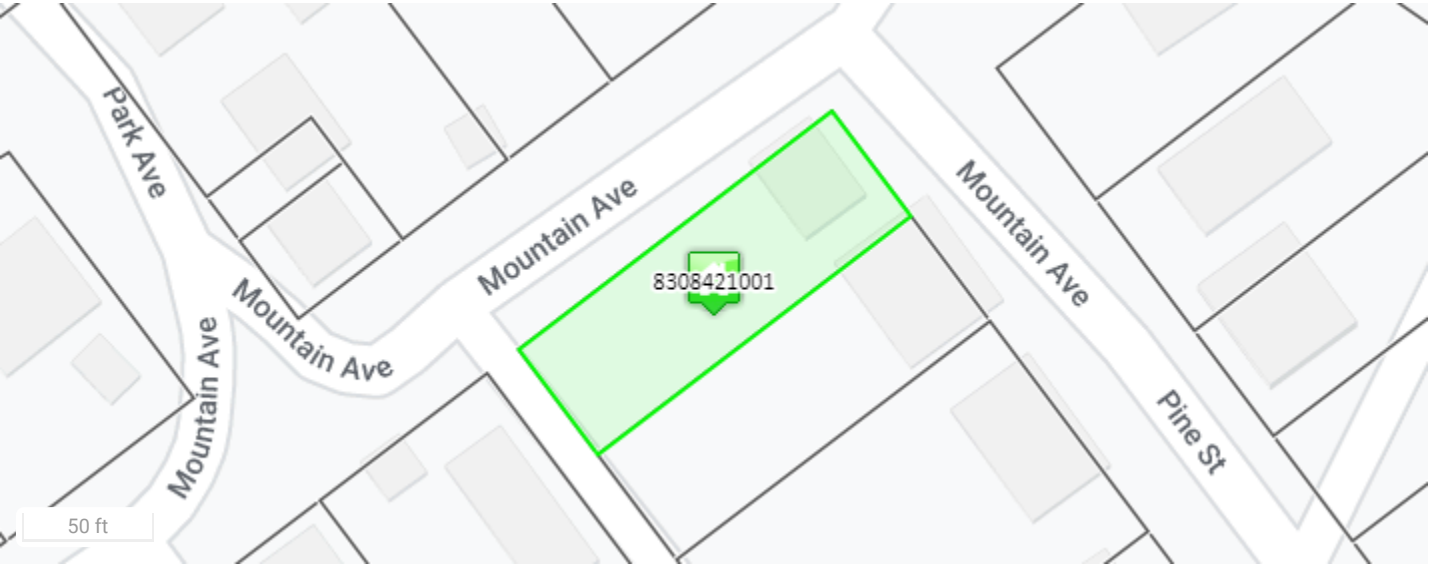
RANCH (1)

Market Value \$127,617

Assessment Rate	6.95	Above Grade Area	798
Bldg #	1	First Floor Area	798
Style Description	RANCH	Above First Floor Area	0
Property Description	FRAME FAIR QUALITY	Lower Level Living Area	0
Year Built	1925	Total Basement Area	-
Dwelling Units	1	Finished Basement Area	
Number of Rooms	4	Garage Description	-
Number of Bedrooms	2	Garage Area	-
Number of Baths	1.00	Carport Area	-

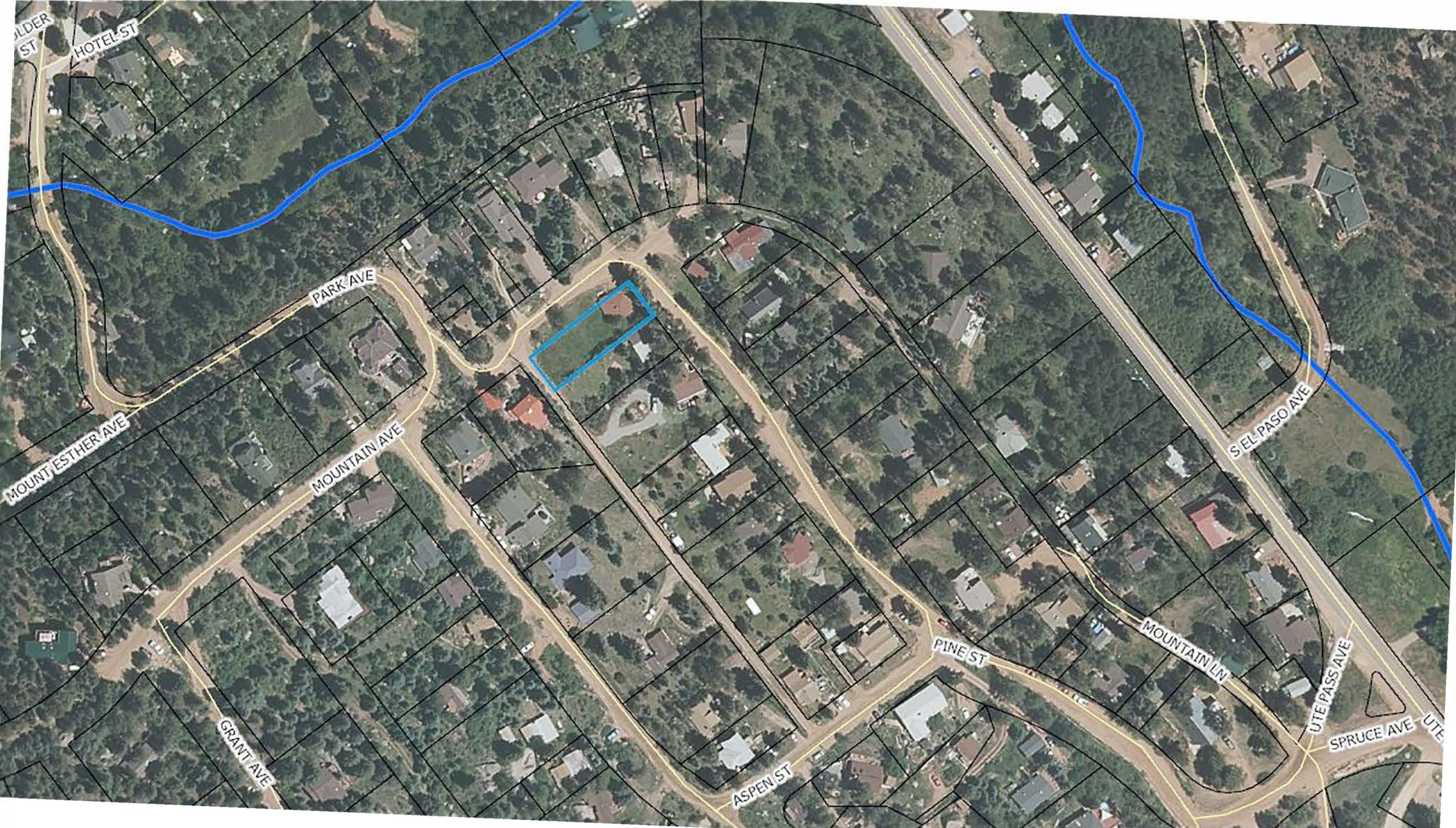
LAND DETAILS

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	SINGLE FAMILY RES.	6.950	7500 SQFT	\$41,300



Disclaimer






We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.



IMPROVEMENT LOCATION CERTIFICATE

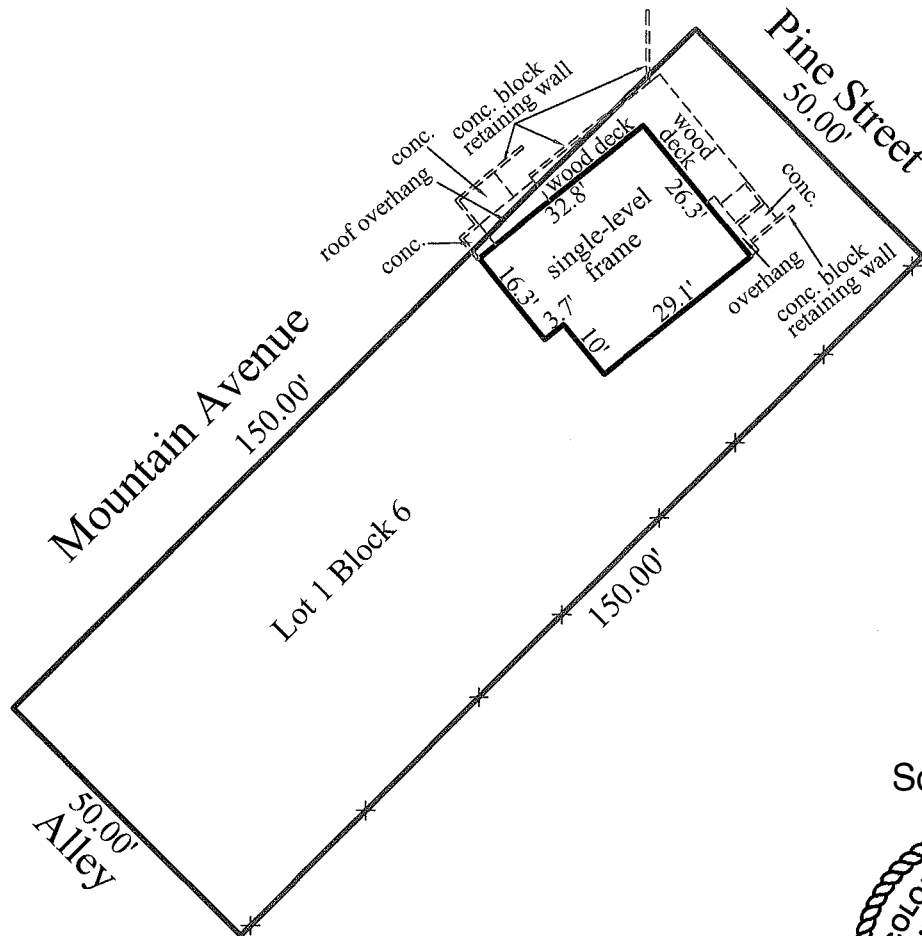
(THIS IS NOT A PROPERTY SURVEY)

LEGEND

-  Chainlink Fence
-  Wood Fence
-  Wire Fence
-  Fnd. Monument
-  Overhead Power Line

Note: Improvements shown by apparent lines of possession, without sufficient positive monumentation found.

Note: Dimensions from improvements to property lines have been repealed as standards for the Improvement Location Certificate effective September 1, 2015. Section 38-51-105, C.R.S.



Legal Description

Lot 1, Block 6, Green Mountain Falls, County of El Paso, State of Colorado.

Surveyor's Certificate

I Hereby certify that this Improvement Location Certificate was prepared for the *Mortgage Lender and the *Title Company and that it is not a Land Survey 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 described parcel on this date **, except utility connections, are entirely within the boundaries of the parcel, except as shown, that indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel except as noted. (c.r.s.38-51-109)

This Improvement Location Certificate does not constitute a title search by Alessi and Associates, Inc. to determine ownership of easements of record. For all information regarding easements, Right-of-Way and Title of Record, Alessi and Associates, Inc. relied on Title Commitment*.

PREPARED BY:



ALESSI & ASSOCIATES, Inc.

APPRAISERS • ENGINEERS • SURVEYORS

2989 Broadmoor Valley Road
Colorado Springs, CO 80906

Tele. 719/540-8832
Fax 719/540-2781

PURPORTED STREET ADDRESS:

6796 Pine Street

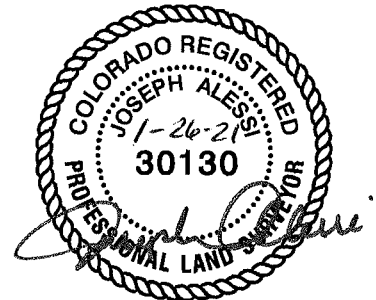
**DATE: 1/25/2022

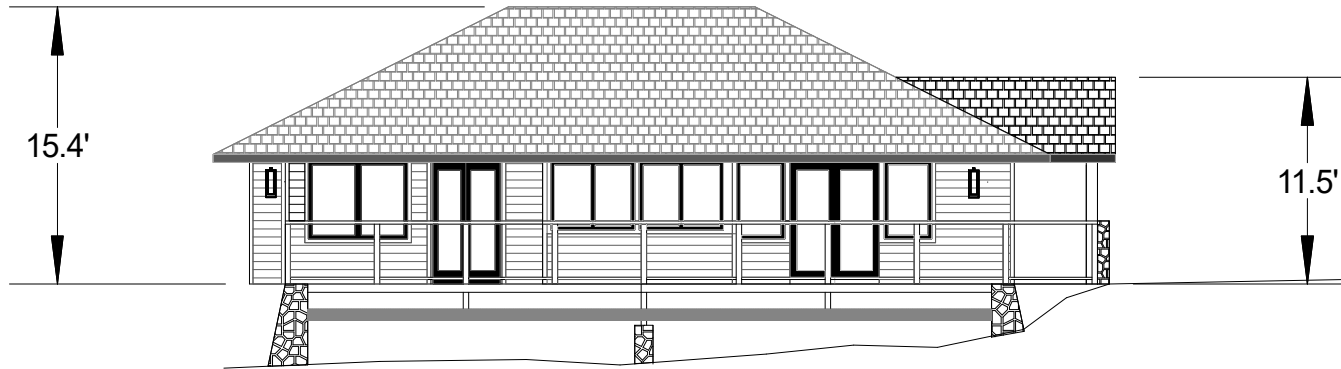
*LENDER/CLIENT: David Banta

BORROWER: Banta

*TITLE COMPANY: Fidelity National Title Company

JOB NUMBER: 211145b





Pine Street Elevation

Materials:

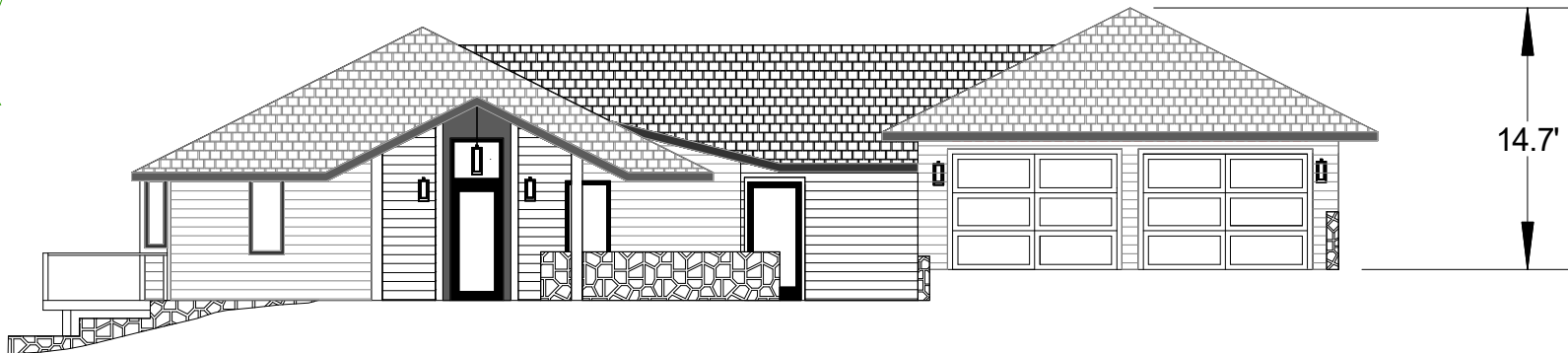
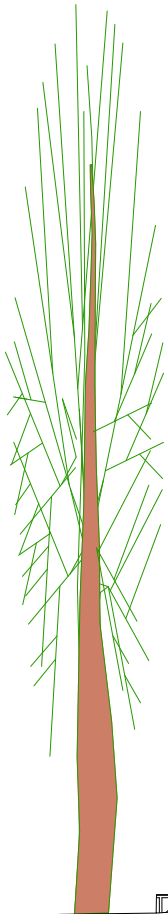
Sidding: Cedar or cedar composit, light stain

Roof: Three tab or metal, Color charcoal

Windows & Doors: Alumnnium, black frames

Soffit & Facia: Composit, color charcoal

Block walls and supports: natural stone



Mountain Ave Elevation

REVISION

A-8-A

David Banta

1442 Windflower Circle
Woodland Park, CO 80863
310.702.3132

PROJECT

David Banta Residence
6796 Pine Street
Green Mountain Falls, CO 80819
310 702-3132

DATE

March 1, 2022

JOB

Pine Street Cabin

DRAWN

David Banta

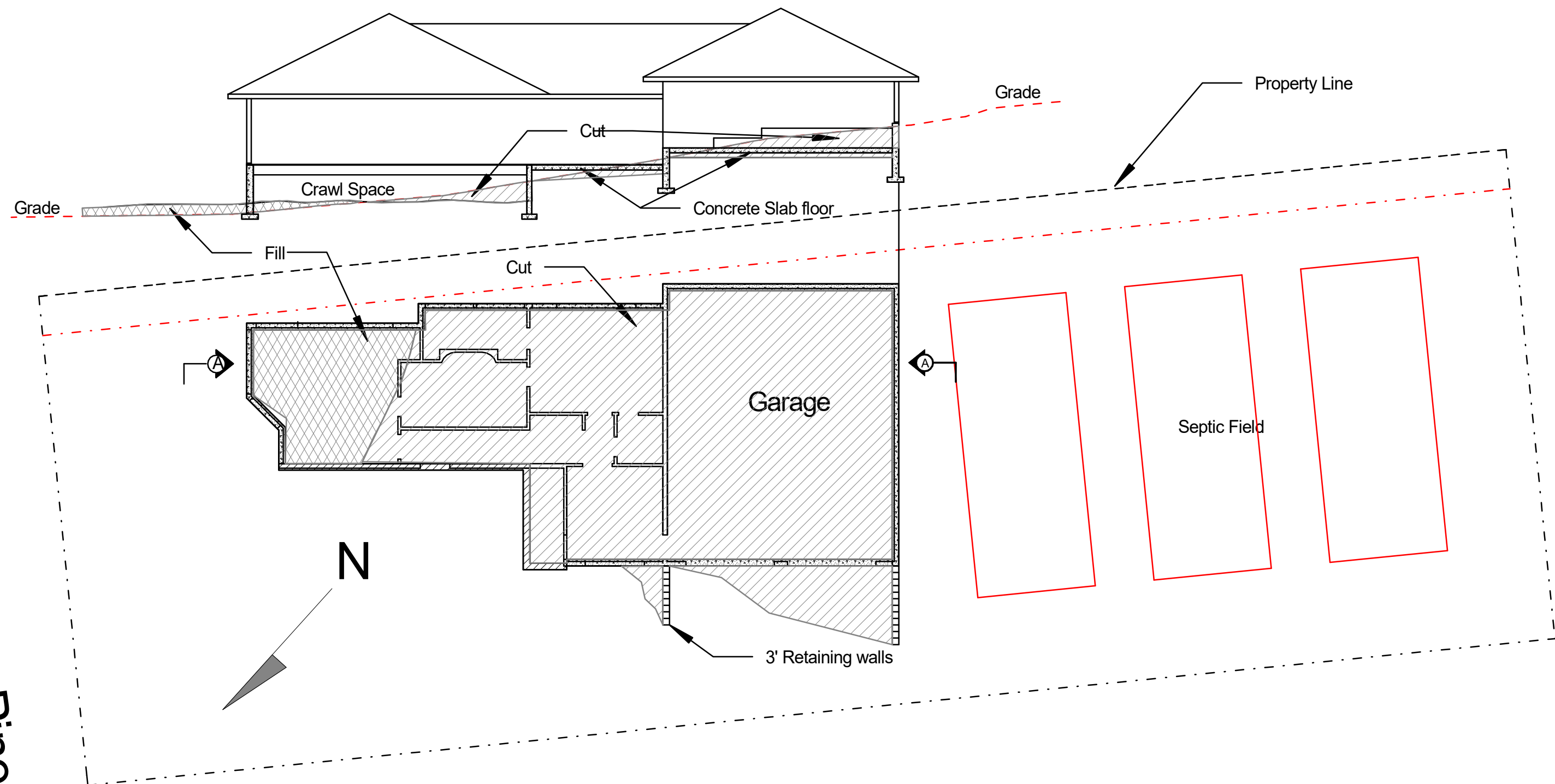
APPROVED

SCALE

3/32" = 1' 0"

PAGE

Elevation Plan



REVISION

A-7-E

David Banta

11370 Glenside Lane
Santa Rosa Valley, Ca 93012
310.702.3132

PROJECT

David Banta Residence
6796 Pine Street
Green Mountain Falls, CO 80819
310 702-3132

DATE February 10, 2022

JOB Pine Street Cabin

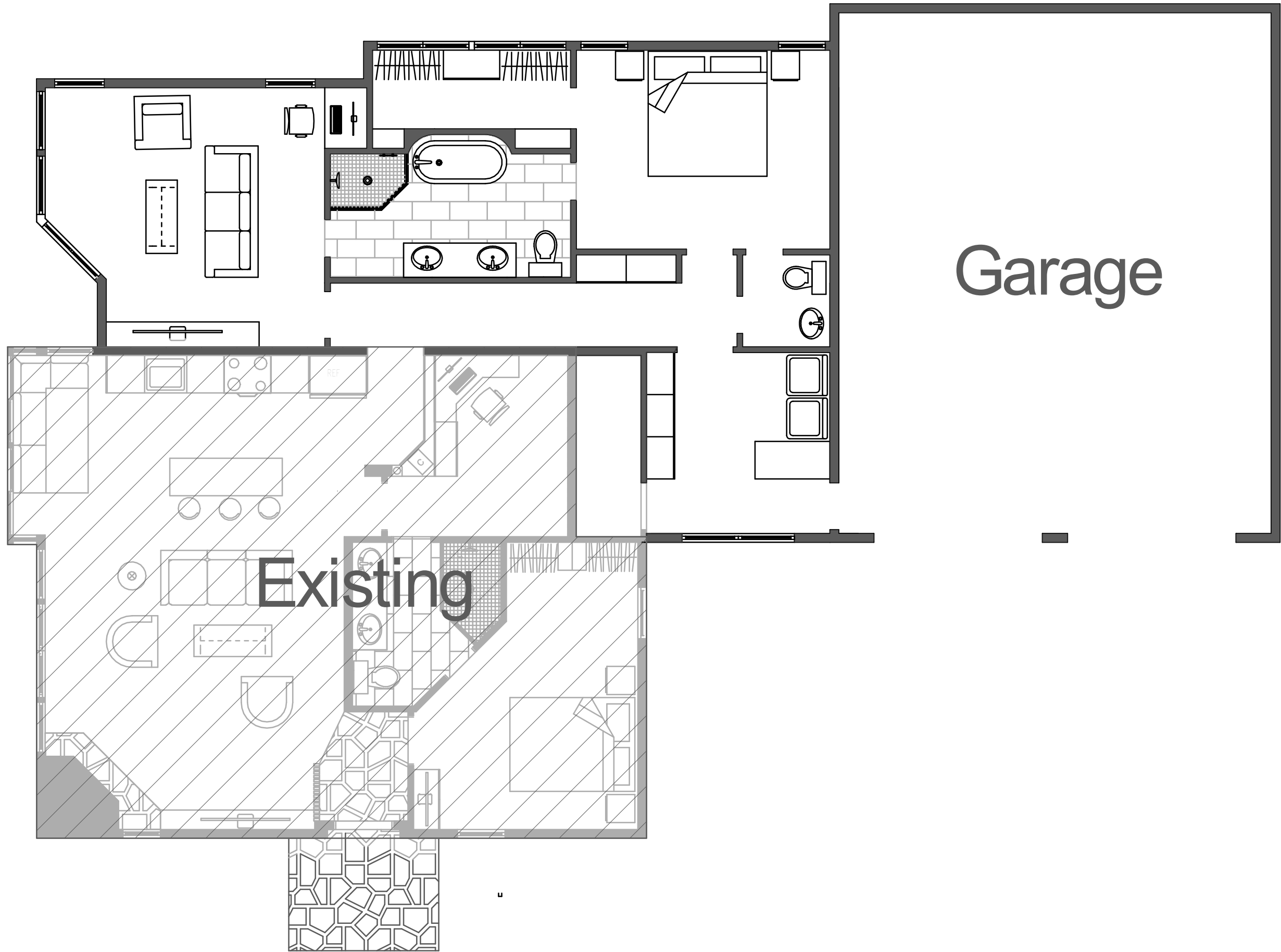
DRAWN
David Banta

APPROVED

SCALE
 $3/32" = 1' 0"$

PAGE

Excavation Plan



REVISION

8-A-6

David Banta

11370 Glenside Lane
Santa Rosa Valley, Ca 93012
310.702.3132

PROJECT

Pam Banta Residence
6796 Pine Street
Green Mountain Falls, CO 80819
719.200-4744

DATE February 20, 2020

JOB Pine Street Cabin

DRAWN David Banta

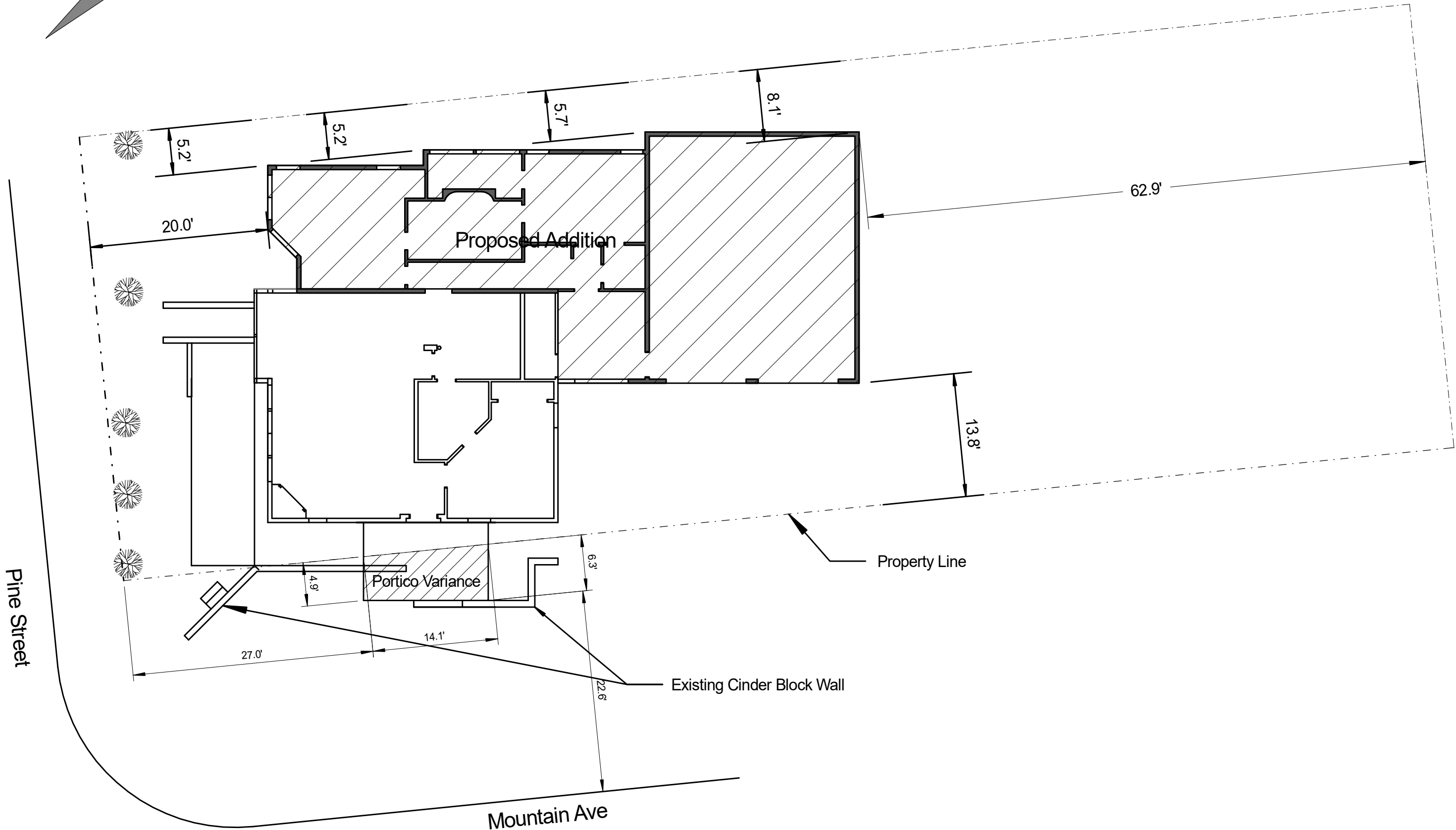
APPROVED

SCALE 3/16" = 1' 0"

PAGE

Addition
Floor Plan

N



REVISION	
	A-8-B
David Banta	
11370 Glenside Lane Santa Rosa Valley, Ca 93012 310.702.3132	
PROJECT	
David Banta Residence 6796 Pine Street Green Mountain Falls, CO 80819 310.702-3132	
DATE	
February 23, 2022	
JOB	
Pine Street Cabin	
DRAWN	
David Banta	
APPROVED	
SCALE	
3/32" = 1' 0"	
PAGE	
Variance Plan B	

RIGHT OF WAY EASEMENT AGREEMENT

THIS RIGHT OF WAY EASEMENT AGREEMENT (the "Agreement") is made effective this _____ day of _____, 2022, by and between the Town of Green Mountain Falls (the "Town"), whose address is 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819 and David Banta, whose address is 6796 Pine St., Green Mountain Falls, CO, 80819 (the "Grantee"). Both the Town and the Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, the Grantee is the Owner of certain real property located in the Town of Green Mountain Falls, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference and desires to construct an addition that will encroach into the Town right of way as depicted in **Exhibit B** attached hereto and incorporated herein by reference (the "Easement Area"); and

WHEREAS, the Town wishes to grant the Grantee an easement for the purposes of constructing, installing and maintaining the addition within the Town right of way.

NOW, THEREFORE, in and for consideration of the sum of _____ dollars (\$____), the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. The Town hereby grants to the Grantee, its successors and assigns a perpetual, non-exclusive right of way easement (the "Easement") on, over, upon, and across, the portion of Town right of way as described in the graphic representation of the Easement in **Exhibit B** for the following purposes:

a. Construction, installation, and maintenance of a portico addition, in conformance with the plans and specifications in **Exhibit C**, to the residence at 6796 Pine Street, Green Mountain Falls, Colorado 80819.

2. Town's Rights.

a. The Town reserves use of the Right of Way Easement, for maintaining any existing Town facilities or utilities.

b. The Town shall not be under any obligation to inspect, repair, or maintain the Easement Area.

3. Surface Restoration and Maintenance. The Grantee shall promptly restore, replace, or repair the surface of the Right of Way Easement to as close to its condition immediately prior to such work as may be reasonably possible and shall be responsible for the surface maintenance of the Easement Area.

4. Insurance. The Grantee shall procure and maintain, and shall cause any subcontractor of the Grantee to procure and maintain, the following insurance coverage with coverage up to the limits allowed by the Colorado Governmental Immunity Act under C.R.S. § 24-10-114:

Commercial general liability insurance with minimum combined single limits of four hundred twenty-four thousand dollars (\$424,000) each occurrence and one million one hundred ninety-five

3/31/22

[HTTPS://GREENMTNFALLS.SHAREPOINT.COM/SITES/STAFF/SHARED DOCUMENTS/GENERAL/PLANNING/PERMITS/APPS IN PROGRESS/20220223 - 6796 PINE ST - SF ADDITION/ROW EASEMENT BANTA-032922.DOCX](https://greenmtnfalls.sharepoint.com/sites/staff/shared%20documents/general/planning/permits/apps%20in%20progress/20220223%20-%206796%20pine%20st%20-%20sf%20addition/row%20easement%20banta-032922.docx)

thousand dollars (\$1,195,000) general aggregate, which limits shall be adjusted as the limits allowed by the Colorado Governmental Immunity Act under C.R.S. § 24-10-114 are amended from time to time. The policy shall be applicable to all work done in the Easement Area. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

5. Indemnification. The Grantee shall indemnify, hold harmless and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected to the Right of Way Easement.

6. Binding Effect. Each and every one of the benefits and burdens of this Right of Way Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.

7. Governing Law. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, State of Colorado.

8. Modification. This Agreement may only be modified upon written agreement by the parties.

9. Severability. The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.

10. Integration. The foregoing constitutes the entire agreement between the parties regarding its subject matter and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter thereof.

11. Termination. The Town may terminate this Right of Way Easement in the event of a violation of or non-compliance with the terms and conditions of this Easement.

12. No Third-Party Beneficiaries. Except as may be expressly provided herein, there are no intended third-party beneficiaries to this Agreement.

13. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Right of Way Easement the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

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

TOWN OF GREEN MOUNTAIN FALLS, COLORADO

Jane Newberry, Mayor

ATTEST:

Nate Scott, Town Clerk

GRANTEE:

David Banta

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 202__, by _____.

My commission expires: _____

(S E A L)

Notary Public



Order No.: 310-F00215-22

Doc Fee: \$20.00

SPECIAL WARRANTY DEED

THIS DEED, Made this 14th day of January, 2022, between

Bruce M. Berger

of the County of Los Angeles and State of CALIFORNIA, grantor(s), and

David Banta

whose legal address is **6796 Pine St, Green Mountain Falls, CO 80819**

of the County of El Paso and State of COLORADO, grantees:

WITNESS, That the grantor(s), for and in consideration of the sum of **Two Hundred Thousand And No/100 Dollars (\$200,000.00)**, 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 El Paso, State of COLORADO, described as follows:

Lot 1, Block 6, Town of Green Mountain Falls, County of El Paso, State of Colorado.

also known by street and number as **6796 Pine St, Green Mountain Falls, CO 80819**

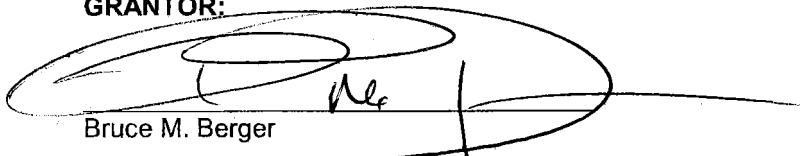
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), 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:


Bruce M. Berger

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 14th day of January, 2022, by Bruce M. Berger.

Notary Public *see attached*

My Commission Expires: _____

(SEAL)

Exhibit A

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

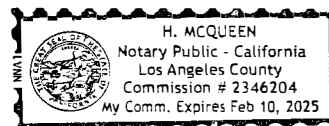
On 01/14/2022 before me, H. McQueen, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



EL PASO COUNTY - COLORADO

8308421001
6796 PINE ST

Total Market Value
\$168,917

OVERVIEW

Owner:	BERGER BRUCE M
Mailing Address:	415 S FRANCISCA AVE REDONDO BEACH CA, 90277
Location:	6796 PINE ST
Tax Status:	Taxable
Zoning:	-
Plat No:	287
Legal Description:	LOT 1 BLK 6 GREEN MOUNTAIN FALLS

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$41,300	\$2,870
Improvement	\$127,617	\$8,870
Total	\$168,917	\$11,740

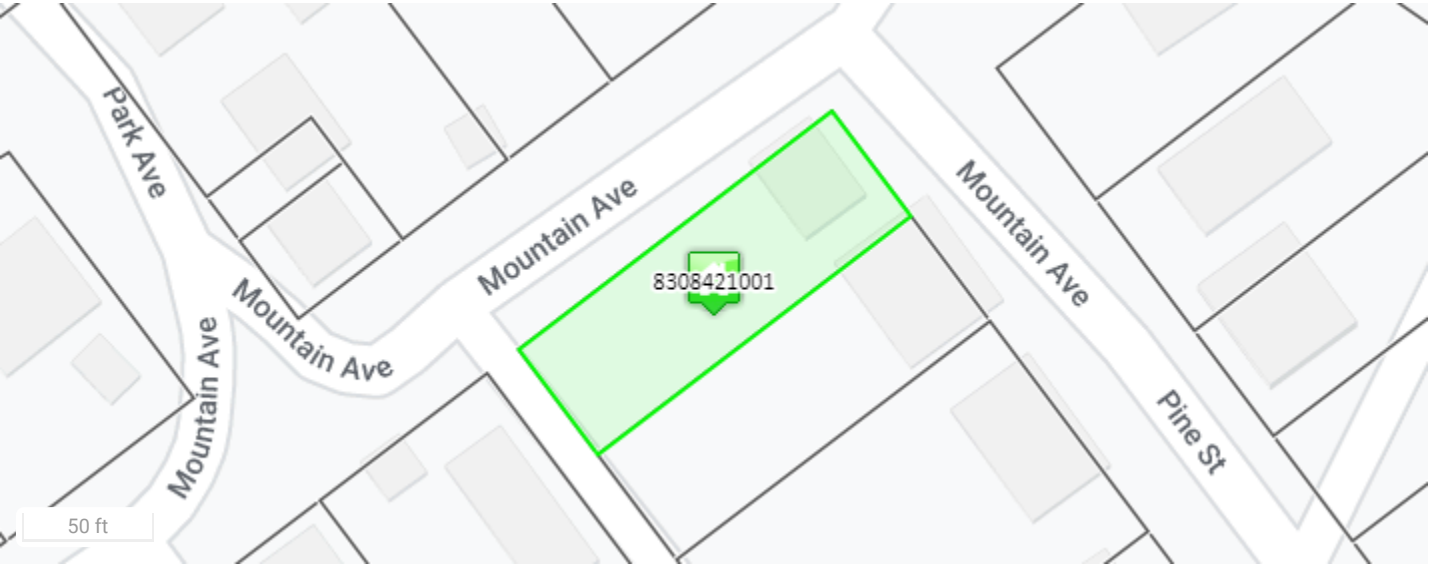
RANCH (1)

Market Value \$127,617

Assessment Rate	6.95	Above Grade Area	798
Bldg #	1	First Floor Area	798
Style Description	RANCH	Above First Floor Area	0
Property Description	FRAME FAIR QUALITY	Lower Level Living Area	0
Year Built	1925	Total Basement Area	-
Dwelling Units	1	Finished Basement Area	
Number of Rooms	4	Garage Description	-
Number of Bedrooms	2	Garage Area	-
Number of Baths	1.00	Carport Area	-

LAND DETAILS

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	SINGLE FAMILY RES.	6.950	7500 SQFT	\$41,300








Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.

IMPROVEMENT LOCATION CERTIFICATE

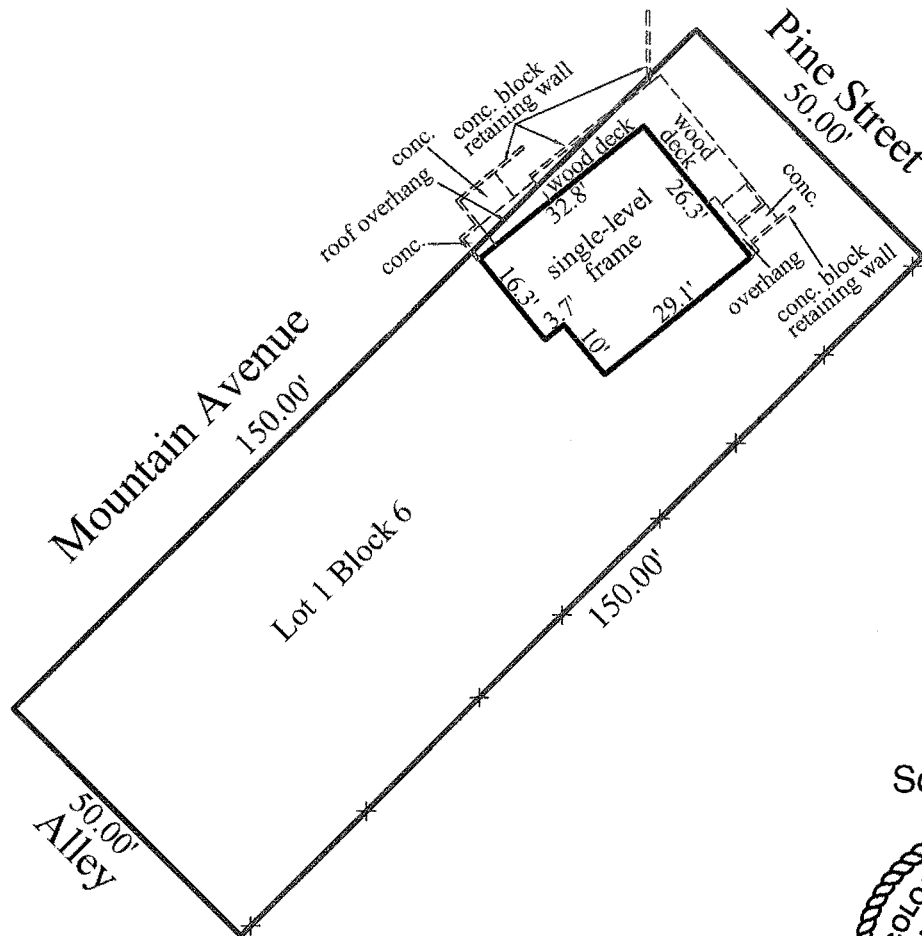
(THIS IS NOT A PROPERTY SURVEY)

LEGEND

-  Chainlink Fence
-  Wood Fence
-  Wire Fence
-  Fnd. Monument
-  Overhead Power Line

Note: Improvements shown by apparent lines of possession, without sufficient positive monumentation found.

Note: Dimensions from improvements to property lines have been repealed as standards for the Improvement Location Certificate effective September 1, 2015. Section 38-51-105, C.R.S.



Legal Description

Lot 1, Block 6, Green Mountain Falls, County of El Paso, State of Colorado.

Surveyor's Certificate

I Hereby certify that this Improvement Location Certificate was prepared for the *Mortgage Lender and the *Title Company and that it is not a Land Survey 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 described parcel on this date **, except utility connections, are entirely within the boundaries of the parcel, except as shown, that indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel except as noted. (c.r.s.38-51-109)

This Improvement Location Certificate does not constitute a title search by Alessi and Associates, Inc. to determine ownership of easements of record. For all information regarding easements, Right-of-Way and Title of Record, Alessi and Associates, Inc. relied on Title Commitment*.

PREPARED BY:



ALESSI & ASSOCIATES, Inc.

APPRAISERS • ENGINEERS • SURVEYORS

2989 Broadmoor Valley Road
Colorado Springs, CO 80906

Tele. 719/540-8832
Fax 719/540-2781

PURPORTED STREET ADDRESS:

6796 Pine Street

**DATE: 1/25/2022

*LENDER/CLIENT: David Banta

BORROWER: Banta

*TITLE COMPANY: Fidelity National Title Company

JOB NUMBER: 211145b

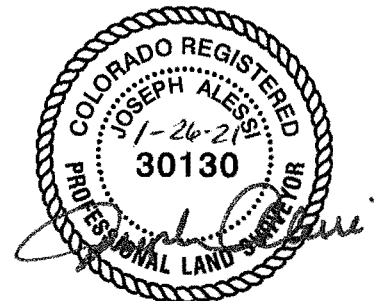
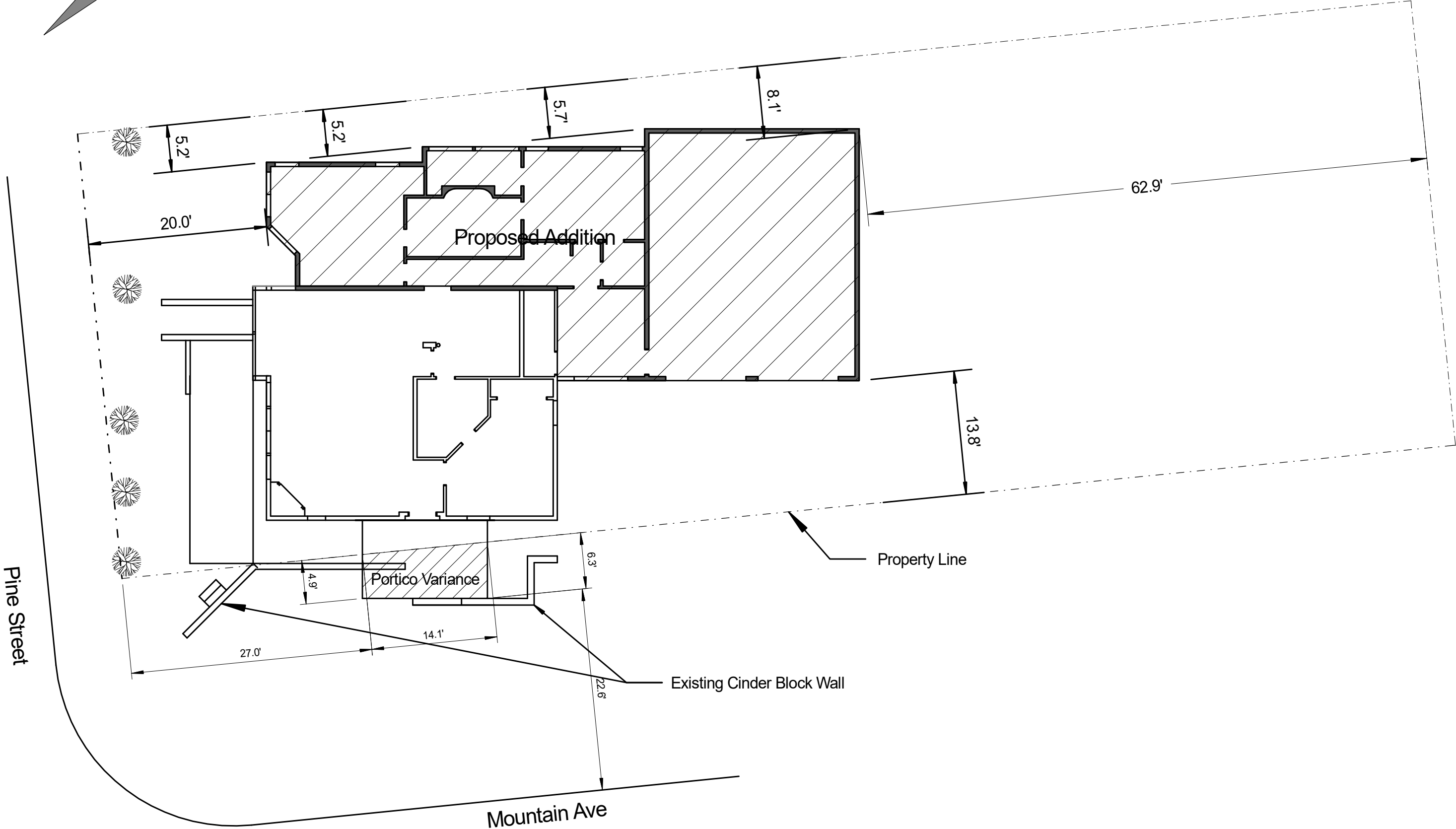


Exhibit B

Legal Description of Easement Area, shown as "portico variance" in this drawing:

Commencing at a point along the existing north property line, 27 feet southwest of the northeast corner of Lot 1, Block 6, Town of Green Mountain Falls; thence northwest 4.9 feet, thence southwest 14.1 feet, thence southeast 6.3 feet, to a point 41.1' southwest of the northeast corner of Lot 1, Block 6, Town of Green Mountain Falls, along the existing north property line.



REVISION

A-8-B

David Banta

11370 Glenside Lane
Santa Rosa Valley, Ca 93012
310.702.3132

PROJECT

David Banta Residence
6796 Pine Street
Green Mountain Falls, CO 80819
310.702-3132

DATE February 23, 2022

JOB Pine Street Cabin

DRAWN David Banta

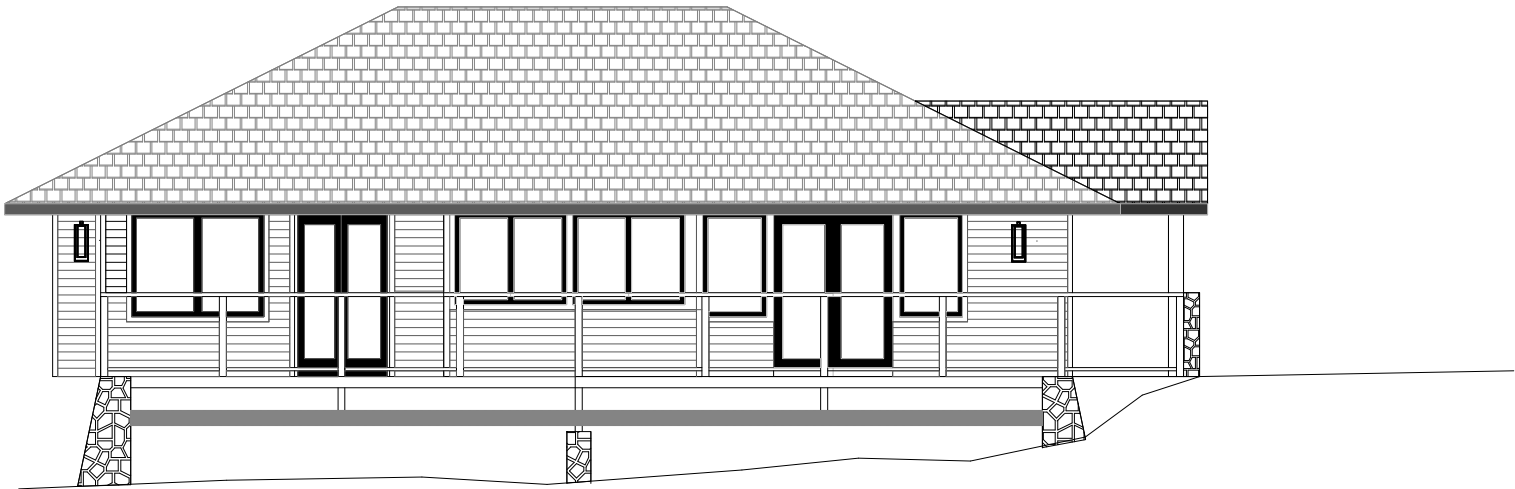
APPROVED

SCALE 3/32" = 1' 0"

PAGE

Variance Plan B

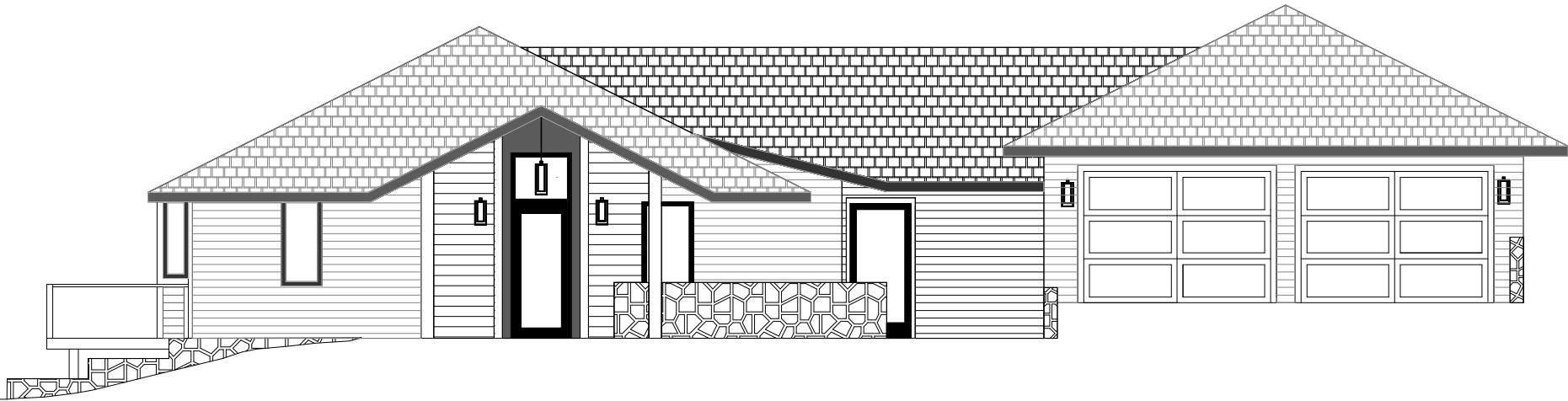
Exhibit C



Pine Street Elevation

Materials:

Sidding: Cedar or cedar composit, light stain
Roof: Three tab or metal, Color charcoal
Windows & Doors: Alumnum, black frames
Soffit & Facia: Composit, color charcoal
Block walls and supports: natural stone



Mountain Ave Elevation

REVISION

A-8-A

David Banta

1442 Windflower Circle
Woodland Park, CO 80863
310.702.3132

PROJECT

David Banta Residence
6796 Pine Street
Green Mountain Falls, CO 80819
310 702-3132

DATE

December 28, 2022

JOB

Pine Street Cabin

DRAWN

David Banta

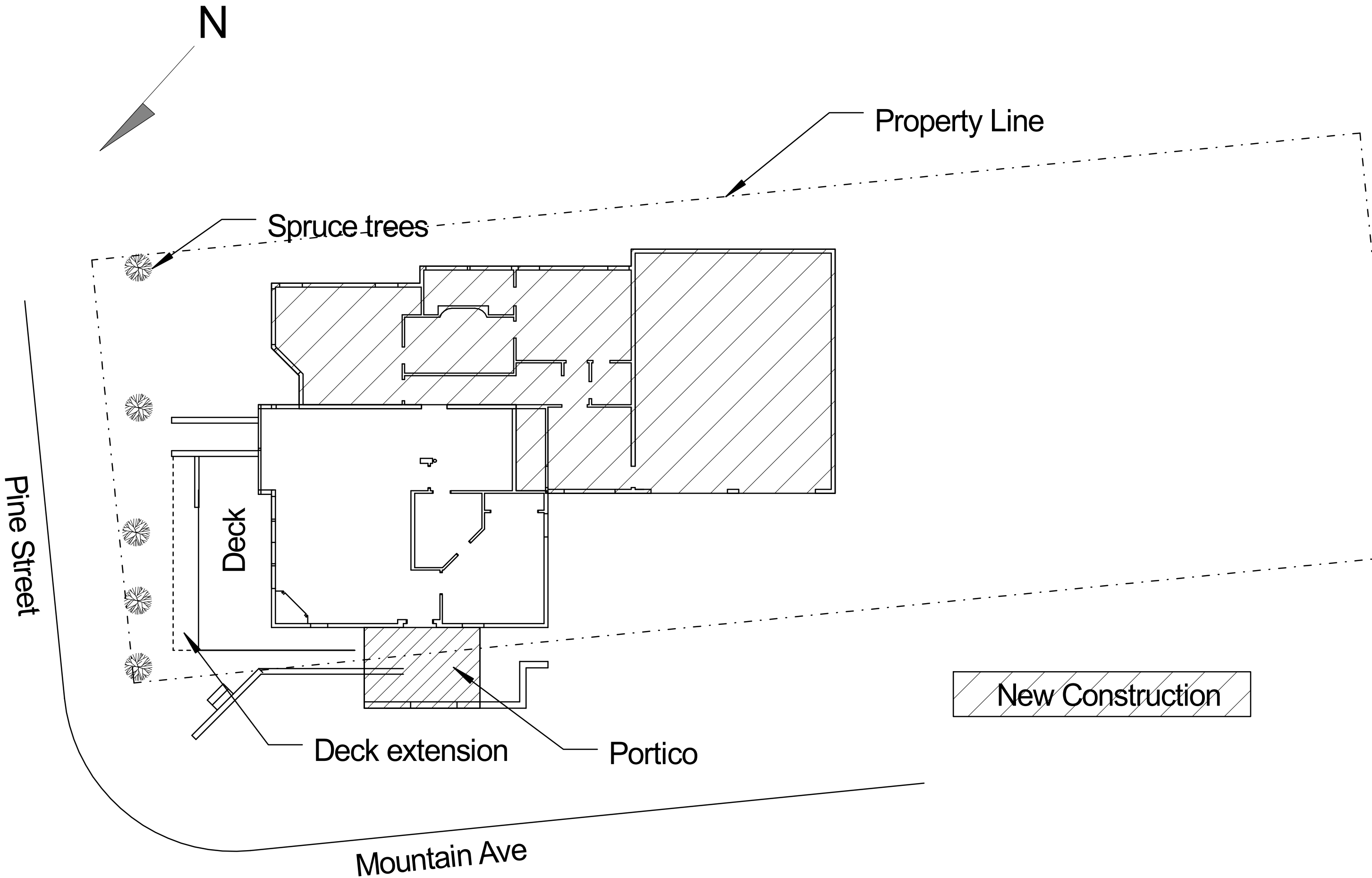
APPROVED

SCALE

1/8" = 1' 0"

PAGE

Elevation Plan



REVISION	
	A-8-A
<i>David Banta</i> 11370 Glenside Lane Santa Rosa Valley, Ca 93012 310.702.3132	
PROJECT :David Banta Residence 6796 Pine Street Green Mountain Falls, CO 80819 310 702-3132	
DATE February 10, 2022	
JOB Pine Street Cabin	
DRAWN David Banta	
APPROVED	
SCALE 3/32" = 1' 0"	
PAGE	
Variance Plan	







BARRICADE WRAP
FOXWORTH GALBRAITH
LUMBER COMPANY
719-687-2205

Teller
County
Waste
719-686-7517



Prevent • Promote • Protect

Environmental Health
1675 W. Garden of the Gods Rd.,
Suite 2044
Colorado Springs, CO 80907
(719) 578-3199 *phone*
(719) 575-3188 *fax*
www.elpasocountyhealth.org

Onsite Wastewater Treatment System Installation Permit

PERMIT DETAILS			
Permit No.: 136751	Record ID: ON0048021	Issued: February 28, 2022	Expires: February 28, 2023

SYSTEM INFORMATION		
OWTS Location: 6796 Pine St Green Mountain Falls, CO 80819		
Owner: David Banta	Schedule #: 8308421001	Permit Type: NEW - Renewal
Proposed Use: Residential	No. of Bedrooms: 2	Design Flow (gpd): 300
System Type: Pressure Distribution	Treatment Level: TL1PD	Water Source: WELL

PERMIT REQUIREMENTS
PERMIT RENEWED WITH NO CHANGES 2.25.2022 <ul style="list-style-type: none">- An Engineered OWTS system to be installed on site due to encountering SOIL TYPE 4 and bedrock at 72", requiring a Tier II licensed installer.- TIER II LICENSED INSTALLER MUST BE NAMED AND VERIFIED PRIOR TO FINAL APPROVAL OF SYSTEM.- System installation to include pressure distribution chamber in bed, max installation depth of 36" due to bedrock evidence. Minimum tank requirements TRAFFIC RATED 1000 gallon tank, TRAFFIC RATED 500-gallon pump tank and 1050 sq ft of soil treatment area (88 Q4 /70 Arc 36 chambers required).- TANK SPECIFICATION SHEET REQUIRED TO BE SUBMITTED PRIOR TO FINAL INSPECTION- IMPORTED SAND USED TO LEVEL THE BEDS MUST HAVE A GRADATION MEETING MINIMUM REGULATIONS AND BE VERIFIED BY THE DESIGN ENGINEER.- The system must be installed per approved JDM Consulting design document #21-005 stamped and dated 3.16.2021, Changes to the approved design document must be submitted and approved by both the engineer and Public Health prior to installation.- All horizontal setbacks must be maintained through system installation. In addition, system must remain completely uncovered, including the tank size, for final inspection.- The well must be installed at time of final inspection, or final approval will not be given until well installation is verified. Must maintain 100' set back to all wells on property or neighboring property.- Engineered systems require the as built drawing and certification letter from the engineer be submitted to Public Health prior to final approval and Regional Building sign off- Ensure that all work is completed prior to contacting and requesting final line for inspection, otherwise additional fees may be incurred.- Installation of an OWTS system with higher level treatment now requires Operation and Maintenance inspections and a maintenance contract by a certified O&M Specialist. See EPCPH OWTS regulations section 8.14 for more details.- During excavation, if bedrock, groundwater, changes in soil type from that previously identified, or other notable soil changes are encountered, all excavation must cease and EPCPH is to be contacted for an evaluation to determine if additional tests are required- Issuance of this permit allows construction of the system as proposed. It does not imply or guarantee final system installation approval. System design or construction changes may be required based upon changed or newly discovered site conditions.

This permit is issued in accordance with 25-10-106 Colorado Revised Statutes. The PERMIT EXPIRES upon completion/installation of the Onsite Wastewater Treatment System, or at the end of twelve (12) months from date of issue, whichever occurs first. If both a Building Permit and an Onsite Wastewater Treatment System Permit are issued for the same property and construction has not commenced prior to the expiration date of the Building Permit, the Onsite Wastewater Permit shall expire at the same time as the Building Permit. This permit is revocable if all stated requirements are not met. The Onsite Wastewater Treatment System must be installed by an El Paso County Licensed System Contractor, or the property owner.

The Health Officer shall assume no responsibility in case of failure or inadequacy of an Onsite Wastewater Treatment System, beyond consulting in good faith with the property owner or representative. Access to the property shall be authorized at reasonable time for the purpose of making such inspections as are necessary to determine compliance with the requirements of this law (permit).

Inspection request line: Call (719) 575-8699 before 3:00 p.m. the business day prior to the requested inspection date or 1:00 p.m. the business day prior to a holiday.


Kat McGarvey, M.S., R.E.H.S. Revised December 2021



To: Planning Commission
From: Nate Scott, Town Clerk/Treasurer/Planner

Date: April 7, 2022
Re: 20220405 – New Deck – 11120 Pueblo Ave.

Background

The applicants Paul and Jeri Yingling are requesting the Planning Commission's consideration for approval of a new deck at 11120 Pueblo Ave. The application was received on April 5 and payment is pending. The contractor, Decks by Borders, has acquired a town business license and will be submitting plans to Pikes Peak Regional Building Department.

Planning Commission Recommended Actions:

- Review proposed project for compliance with Green Mountain Falls Zoning and Land Use Code.
- Approve, approve subject to conditions, or disapprove.

Project Summary

See page 4 of this application packet.

Discussion

The electronic file maintained by Town Hall, *Official Town Zoning Map 2019*, shows the El Paso County parcel 8308213029 as having an area of 13,504 sq. feet. Therefore, zoning is:

Sec. 16-306. - R-1 10,000 Single-Family Residential District

Setback requirements:

- a. front, fifteen (15) feet;*
- b. side, ten (10) feet; and*
- c. rear, ten (10) feet.*

Sec. 16-705. - Building permits; architectural review

The Zoning Code §16-705(d)(2) – at a minimum, the following specific criteria shall be considered by the Planning Commission:

- a. Architectural compatibility;*
- b. Bulk of the proposed building or structure in relation to surrounding buildings and land;*
- c. Vehicular access and parking;*
- d. Pedestrian access; and*
- e. Relation to existing and future open space.*

The language for architectural review is couched as policy recommendation with vague

standards: nevertheless, it does state the advisory body *shall restrict its consideration in each case to the effect of the proposed construction on the health, safety, morals, and general welfare of the Town.*

Sec. 16-712. - Development plan requirements (w/ notes specific to this project).

- (1) The location, height, and dimensions of each existing and proposed structure in the development area and the uses to be contained therein. **(see site plan)**
 - (2) The proper building setbacks and building area with reference to property lines, highways, or street rights-of-way; **(in site plan)**
 - (3) The location and surfaces of all parking areas and the exact number of parking spaces; **(N/A)**
 - (4) The location of watercourses and other natural historic features; **(N/A)**
 - (5) The location of all pedestrian walks, malls, recreation, and other open spaces; **(N/A)**
 - (6) The location, number, height, and square footage of freestanding identification signs; **(N/A)**
 - (7) The location, height, size, and orientation of any required light standards; **(N/A)**
 - (8) The location of all permanent accesses from publicly dedicated streets, roads, or highways; **(N/A)**
 - (9) The location, overlain on contours for the area, of all roadways, walkways, bridges, culverts, drainage easements, existing or contemplated, and green belts; **(N/A)**
 - (10) The location of all footpaths, traffic islands, traffic devices and driveways, indicating the pedestrian and vehicular movement and control; **(N/A)**
 - (11) The stages, if appropriate, in which the project will be developed; **N/A** and
 - (12) A vicinity map to locate the development in relation to the community. **(see attached site overview map)**
- (Ord. 97-01)

Conclusion and Recommendation

Staff recommends approval of this project, pending fee payment.



Town of Green Mountain Falls Land Use Approval Application Architectural Plan Review

General Information

- This checklist serves as a guideline for submitting a Zoning & Architectural Plan Review Land Use Approval application and is not a substitute for the provisions in GMF Municipal Code or any other rules that may apply.
- Applicants are responsible for reviewing and understanding the Code.
- Complete applications are subject to staff review time of **two weeks (14 days)**.

Applicant

Applicant: Paul and Jeri Yingling

Address: 11120 Pueblo Avenue Green Mountain Falls CO 80819

E-Mail: paul.l. ingling@gmail.com

Phone: (719) 368-0916

Owner: Paul and Jeri Yingling

Address: 11120 Pueblo Ave

E-mail: paul.l. ingling@gmail.com

Phone: (719) 368-0916

Property

Physical Property Address: 11120 Pueblo Ave

Type of Plan Review: Architecture Plan Review

Lot Size/Zoning: 13,504 sq ft R-1

Hillside Overlay zone? Yes ☐ No ☒

Land Survey/ILC Included: Yes ☐ No ☒

Certification & Signature

APPLICANT'S STATEMENT: I understand the procedures and requirements (pages 1 and 2 of this application) that apply to my request and acknowledge an incomplete application will not be scheduled for public hearing. GMF Staff's acceptance of the application, payment of fees, and submittal of accompanying materials does not constitute completeness. I further agree to reimburse the city for technical and professional consulting expenses that may be incurred during the review of my request. Failure to reimburse the Town for invoiced expenses constitutes an incomplete application.

Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge.

By checking this box, I agree to the certification statement and am typing my full name as an electronic signature.

Applicant Signature

Date

Owner Signature

Date

Owner Signature

Date

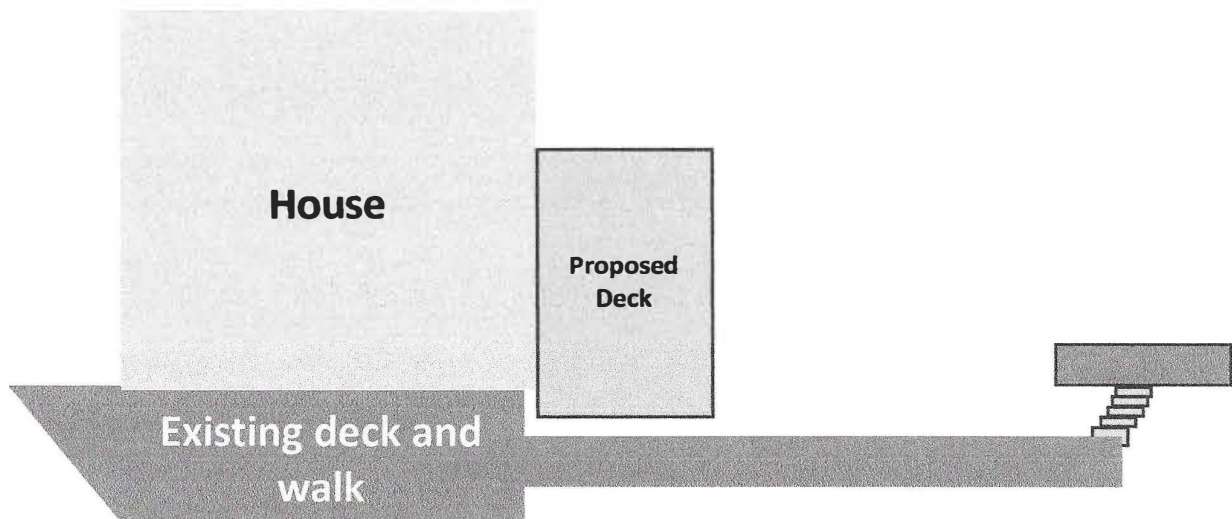
This document can be signed electronically using Adobe Reader DC for free.

11120 Pueblo Avenue
Green Mountain Falls, CO 80819
paul.l.yingling@gmail.com
(719) 368-0916

April 4, 2022

Members of the Green Mountain Falls Planning Commission:

We wish to construct a 16'x11'4" foot detached deck in the front of our home at 11120 Pueblo Avenue. The proposed deck is within the footprint of the existing deck and house (see below)




The contractor, Decks by Borders, will construct the proposed deck using composite materials (fibron) in accordance with the attached plans. The contractor has submitted these plans to Pikes Peak Regional Building Department.

As I'm a member of the Green Mountain Falls Planning Commission, I recuse myself from any Planning Commission action on this project. All correspondence related to this project is solely in my role as homeowner / applicant.

Please let me know if you have any questions or concerns.

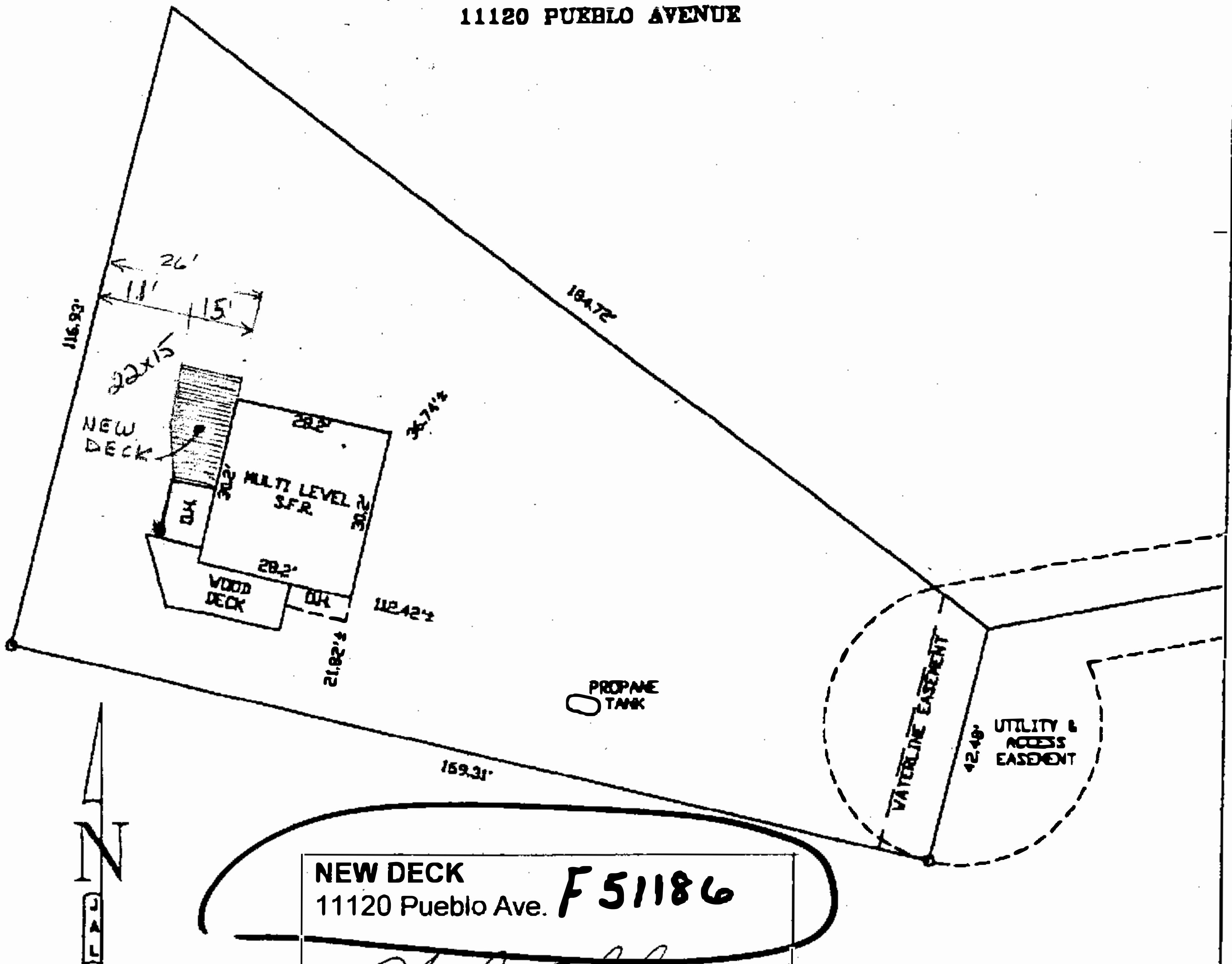
Respectfully,


Paul Yingling

IMPROVEMENT LOCATION CERTIFICATE

(THIS IS NOT A PROPERTY SURVEY)

11120 PUEBLO AVENUE



SCALE = 1"=30'

- = FOUND PROPERTY CORNER
- = WOOD FENCE
- X = WIRE FENCE
- = CHAIN LINK FENCE

ADRLC-2004-18 0

NEW DECK
11120 Pueblo Ave. **F51186**

Neal Ekker
Neal Ekker
Owner
684-2262

DRAWN BY JMD

LEGAL DESCRIPTION:

LOT 3, GREEN MOUNTAIN FALLS OVERLOOK IN THE TOWN OF GREEN MOUNTAIN FALLS,
EL PASO COUNTY, COLORADO.

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR THE MORTGAGE LENDER AND THE TITLE INSURANCE COMPANY, THAT IT IS NOT A LAND SURVEY PLAT NOR AN 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, 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.

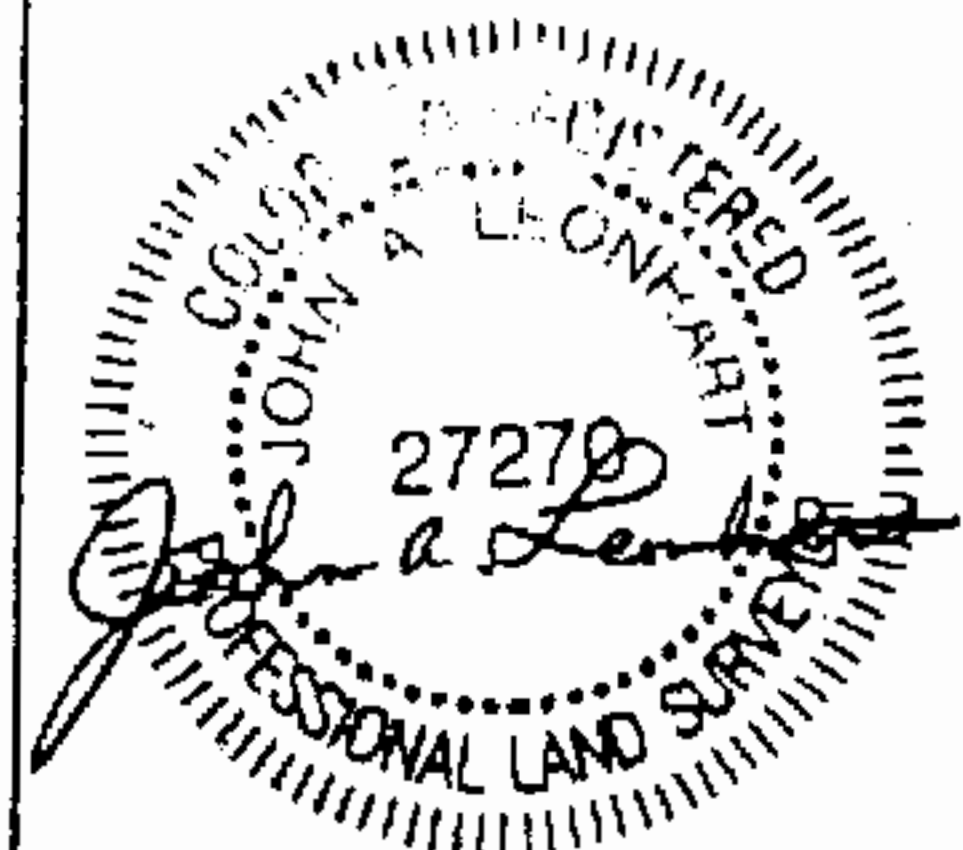
- WELLS FARGO HOME MORTGAGE
- STEWART TITLE

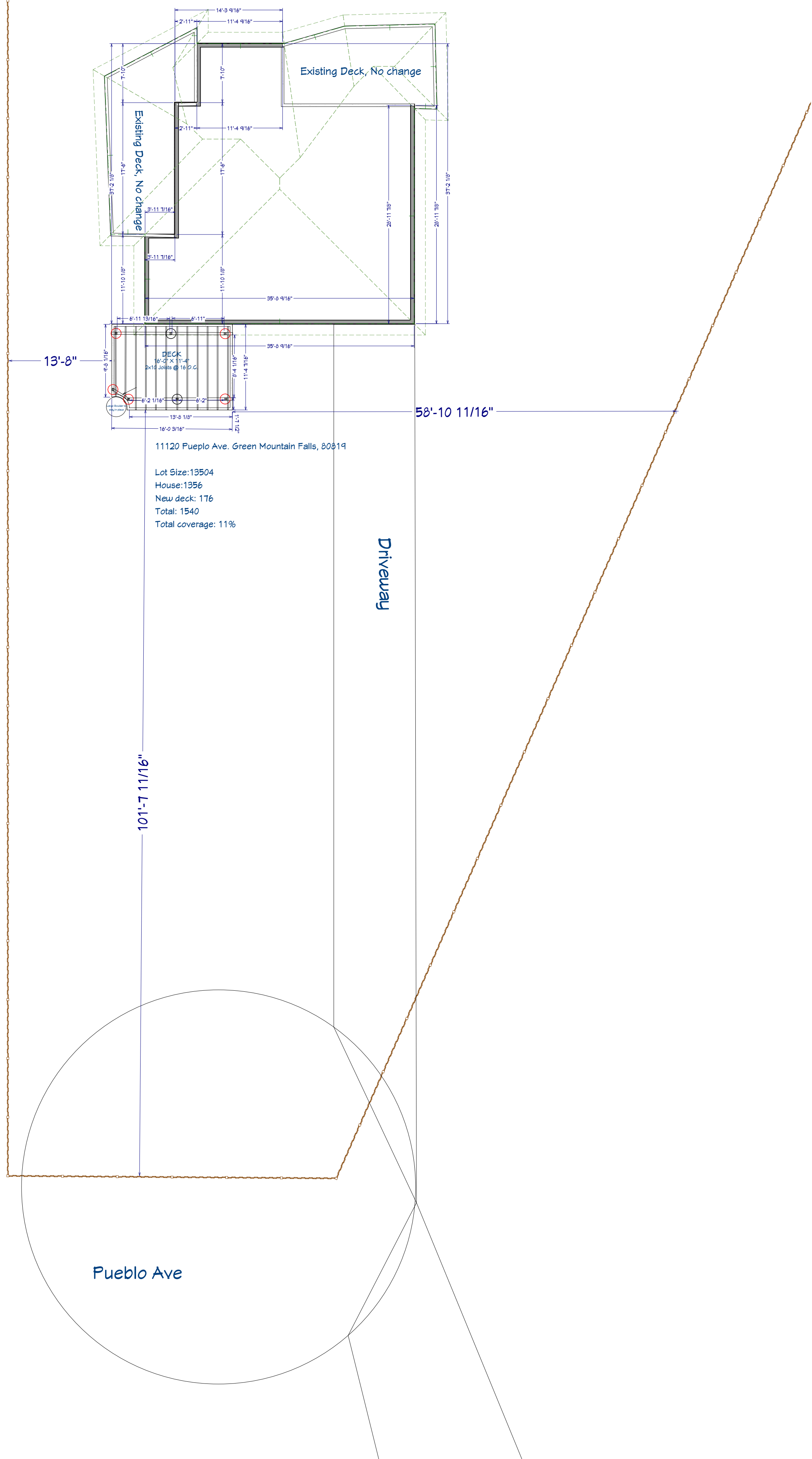
DATE: 10/1/04
BORROWER: NEAL

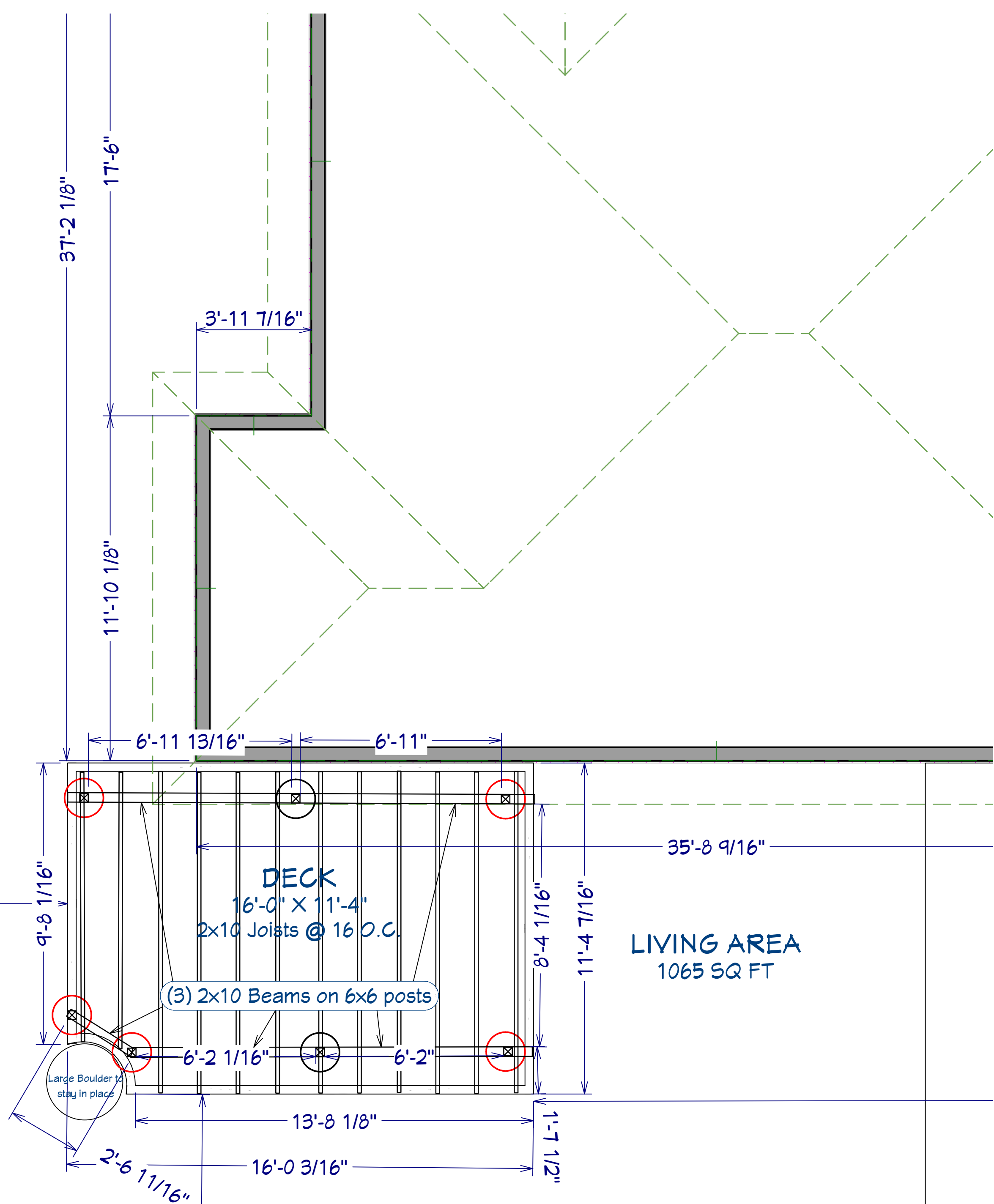
PLAT IS RECORDED IN PLAT BOOK V-3 AT
PAGE 124 IN THE CLERK AND RECORDER'S
OFFICE, EL PASO COUNTY, COLORADO
TSM 83082-13-029
RECEPTION NO. 00
EASEMENTS AS RECORDED IN PLAT RECORDS

UNLESS PROPERTY PINS ARE INDICATED THIS
CERTIFICATE'S IMPROVEMENTS ARE BASED ON
BACK OF CURB AND ADJACENT PROPERTY
LINES AND/OR OTHER RIGHT OF WAYS.

A.D.R. AND ASSOCIATES
833 #3 EAST PLATTE AVENUE
Colorado Springs, CO 80903
(719) 576-3712 Fax (719) 576-3384







(5) new 10" Caissons 30" depth

(2) new 12" caissons 30" depth

Untreated Pine/Fir unless 6" or less from grade.

Treated where under 6"