Town of Green Mountain Falls

10615 Green Mountain Falls Road

Planning Commission Meeting Agenda
Tuesday March 12th 2024 at 6:30 pm
In Person and on Zoom

Join Zoom Meeting
https://us02web.zoom.us/j/89965195074?pwd=Uy9sNlJhS3c2R2VsN01Ka3JKdzU3QT09
Meeting ID: 899 6519 5074 **Passcode: 440840**

1. CALL TO ORDER / ROLL CALL / TECH CHECK

2. ADDITIONS, DELETIONS, OR CORRECTIONS TO THE AGENDA

3. CONSENT AGENDA
Approval of Meeting Minutes from last meeting on 12-19-2023

4. PUBLIC INPUT: 3 Minutes per speaker

5. REPORTS

6. Public Hearing-Major Site Plan 10325 W. Highway 24

7. BUSINESS
- **a) Major Site Plan Application-10325 W. Highway 24**
- **b) Agenda Process**
  - **1. Old Business Items**

8. CORRESPONDENCE

9. DISCUSSION ITEMS

10. ADJOURNMENT

TOWN OF GREEN MOUNTAIN FALLS

Planning Commission Meeting

2023-12-19 at 6:30 P.M.

REGULAR MEETING MINUTES

Commission Members Present
Lamar Mathews, Chair
Ann Esch
Rocco Blasi
Mike Frey
Lisa Bonwell

Commission Members Not Present

Town Clerk
Bo Ayad

Town Manager

Becky Frank

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1. Call to Order & Roll Call

Chair Lamar Mathews called the meeting to order at 6:31 p.m. Roll was taken and all commissioners were present either in person or on Zoom. Mayor Dixon was present on Zoom.

2. Additions, Deletions, or Corrections to the Agenda

Commissioner Blasi made a motion, seconded by Commissioner Frey, to accept the agenda as amended. Motion passed unanimously. The amendment was to remove Item 9B- budget recommendations and Item 9A- Guard Rail. Commissioner Blasi added Item 9B which was a prepared statement.

3. Consent Agenda

A motion to approve PC Meeting Minutes as amended from 11-13-2023 was made by Commissioner Frey and seconded by Commissioner Esch. Motion passed unanimously. The amendment is that Commissioner Bonwell and Commissioner Esch were present at Town Hall and all other Commissioners were present on Zoom.

4. Public Input 3 Minutes Per Speaker

None

5. Staff Report

The Town Planner gave an update on the Zoning Map and a timeline of Q1 on completion. Application Docs have been recreated with additional instruction and graphics as well as a checklist. The Town Planner shared a screen showing engineering processes. A discussion took place on the previously presented idea of somehow displaying permits publicly. Char Mathews asked for additional clarity on whether the PC may have the addresses of properties that are under application. There is a 01/30/2024 All Boards Training where new policies will be rolled out.

6. Business

6a) Zoning Map

Update The Town Planner gave an update on the Zoning Map with a projected completion date in the First Quarter of next year.

6b) Staging Policy Update

The Town Clerk gave an update on the Draft Staging Policy. Staff is currently working with Legal to see if this can simply be a temporary use permit with guidelines on how Staff issues the permit.

6c) Guard Rail Options

Tabled for time being.

6d) Stilling Basin Maintenance

The TM gave an update saying that routine maintenance will be part of the Public Works regular duties. Jesse Stroope said that there is a Community Forum scheduled for 01/31/24.

6e) Fee Schedule Update

The Town Clerk projected the completed Fee Schedule & thanked all parties for their contributions.

7. Discussion Items

7a) REMOVED

7b) Commissioner Blasi Shared comments on leadership and thanks for outgoing Chair Mathews and her work for the Town while serving on the Planning Commission. Commissioner Blasi voiced disappointment that the BoT voted on Commission Appointments without giving explanation for those votes.

7c) Chair Mathews A projection of GMF Municipal Code Article X- Planning Commission was displayed and a discussion took place on the role of the Planning Commission. Chair Mathews asked for 2-163 B to remain on Old Business in future PC Agendas. The legal team did suggest in the previous meeting that a change in the Land Use Code could make the PC more active. PC will take a lead role in Updating the Comprehensive Plan in 2024. The current Plan was signed in 2019 and is good for ten years, but a midway review is best practice. Chair Mathews also revisited the topic of a Town Wide Survey and the benefits of having that work done.

Chair Mathews gave closing remarks on 2023 and her time in general on the PC. She highlighted the many accomplishments of the PC as well as some of the hardships they face as Commissioners. She thanked the commissioners for their dedication and volunteerism.

8.Correspondence

None.

9. Adjournment Meeting adjourned at 8:04 p.m. By Chair Mathews.

Town of Green Mountain Falls
PO Box 524, Green Mountain Falls, CO 80819 719-684-9414
greenmountainfalls.colorado.gov

PLANNING COMMISSION
STAFF REPORT

Date Prepared: March 8, 2024
Meeting Date: March 12, 2024

RE: Green Mountain Falls Horse Wellness Meadow - Major Site Plan
To: Town of Green Mountain Falls Planning Commission
From: Julie Esterl, Baseline Corporation
Project Number: GMF-24-01
Project Address: 10325 W. Highway 24
Applicant: Jesse Stroope
Property Owner: Historic Green Mountain Falls Foundation LLC
Zoning: O – Open Space
CC: Becky Frank, Town Manager
Ben Thurston, AICP, Baseline

MATTER BEFORE THE PLANNING COMMISSION
Major Site Plan to develop a horse wellness facility at 10325 West Highway 24. Section 12-51 of the Green Mountain Falls Land Use Code (LUC) establishes the Planning Commission as the decision-making body for a Major Site Plan.

STAFF RECOMMENDATION
Staff recommends that the Planning Commission APPROVE WITH CONDITIONS a Major Site Plan for the development of a horse wellness facility at 10325 West Highway 24.

APPLICATION
On January 30, 2024, Jesse Stroope, representing the property owner Historic Green Mountain Falls Foundation LLC, submitted an application for a Major Site Plan for the property at 10325 W. Highway 24.



ANNEXATION & ZONING
The property was annexed to the Town in 2021 and initially zoned PL – Public Lands. An annexation agreement was prepared in conjunction with the annexation plat, which requires that the development of the property be in compliance with the annexation agreement.

In 2022, the Land Use Code (LUC) was amended, and the property was rezoned from PL – Public Land to O - Open Space.

EXISTING CONDITIONS

The property is unplatted and is 30.7 acres in size. The property has a mounatianous terrain ranging from 7,800 feet to over 8,000 feet at the top of Red Devil Mountain. Five structures currently exist on the site including two (2) cattle sheds and three (3) farm utility buidings. These structures are located in the proposed parking area of the future development, and are planned for demolition. In addition, the property contains the James Turell Skyspace art installation which will remain on the site.

PROPOSAL

The proposed development plan includes a horse barn (including atrium and restrooms), corrals, two dry lots for horse feeding, a round pen for horse training, and a hay barn – along with associated driveways and parking. Per Section 12-53 of the Land Use Code (LUC), development review is required prior to the issuance of a building permit and construction of physical improvements. Based on the scope of the proposal, approval of a Major Site Plan is required in order to develop the proposed horse wellness facility.

LAND USE REVIEW

Staff has determined the proposed use to be defined as an animal shelter. Currently, an animal shelter is not a permitted or conditional use within the Open Space zone district. Staff has prepared a draft ordinance that would add Animal Shelter as a conditional use within the Open Space district. That ordinance will be reviewed by the Board of Trustees at a future meeting.

Based on the proposed ordinance, the Planning Commission and Board of Trustees will need to review a Conditional Use Permit (CUP) for the proposed horse wellness facility development. The review of the CUP by the Planning Commission and the Board of Trustees has been scheduled for March 19, 2024. Staff is recommending a condition of approval for both the Major Site Plan and Conditional Use Permit to address the timing of those requests prior to the adoption of the ordinance.

COMPREHENSIVE PLAN REVIEW

Staff finds that the proposal is in conformance with the Green Mountain Falls Comprehensive Plan. According to the plan's Future Land Use Map, the northern third of the property is designated as Business use and the southern two-thirds is designated as Open Space. Regarding development goals, staff finds that the proposal is consistent with Goal 3.4.1 through Policy A: *Support development that enhances a sense of community and is compatible with surrounding land uses, the natural environment, and the community's expectations,* and Policy C: *Encourage development along Highway 24 that is appropriately scaled and is in keeping with the uses desired by Green Mountain Falls' residents.*

MAJOR SITE PLAN REVIEW

Section 12-41 of the LUC establishes dimensional standards for each zoning district. For the Open Space district, there is no minimum lot area, lot width, or setbacks – and there is no maximum density. The maximum building height for both primary and accessory structures is 25 feet. The proposed main barn is 20'-10.5" in height, and the proposed hay barn is 22'-6" in height. Both proposed buildings are in compliance with the height regulations of the Open Space district.

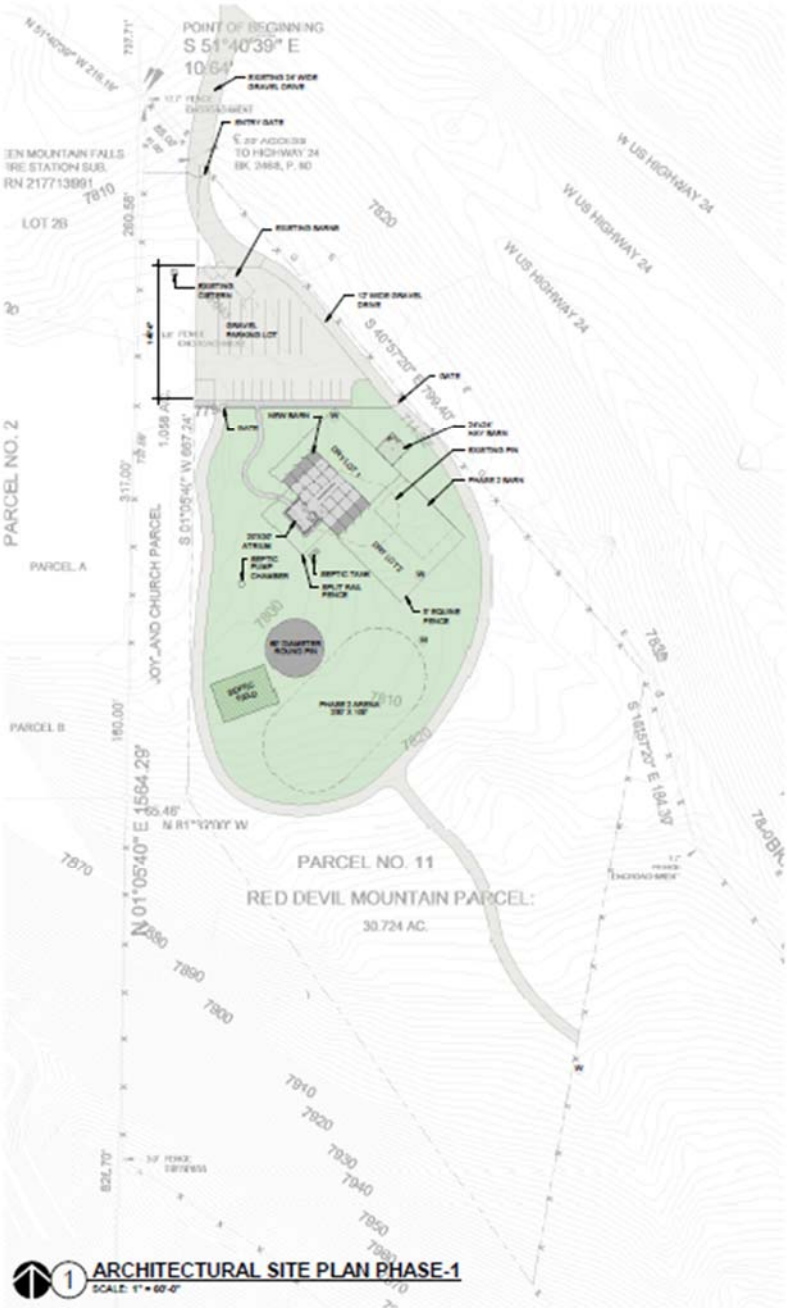
Water and Sewer Service: Water will be provided by a private well. Sanitary sewer will be provided by a private septic system. These proposed utilities are in conformance with the annexation agreement.

Dry Utilities: The development plan should be referred to the utility companies serving the property. Because the property has not been previously subdivided, there do not appear to be any utility easements established for gas, electric, cable, etc. Any necessary easements will need to be provided by the applicant.

Drainage: The grading and erosion control plan provided by the applicant has been reviewed by Kiowa Engineering. Comments were received on March 5, 2024. These comments must be addressed and will be a condition of site plan approval.

Parking: The development plan includes twelve (12) standard parking spaces and seven (7) trailer parking spaces. This appears to be adequate parking for the proposed use, however, at least one of the standard spaces needs to be converted to an ADA accessible space.

Traffic: Per the annexation agreement, a traffic study is required.



Access: The development plan indicates access to the property will be from an existing 24-foot-wide gravel driveway with access directly from West US Highway 24. The application must be submitted to the Colorado Department of Transportation (CDOT) for review and comment. Staff expects a CDOT access permit to be required, and that permit may require additional access improvements.

PUBLIC NOTICE

Section 12-52(h) of the LUC establishes requirements for public notice when public hearings are required with land use review. A Major Site Plan requires both published and posted notice at least 15 days prior to the public hearing. The notice appeared in the Pikes Peak Courier on February 21, 2024 and a sign was posted on the subject property beginning at least 15 days before the hearing date.

FINDINGS

The application was submitted in substantial compliance with the Land Use Code. Approval criteria findings are outlined in the following table.

Sec. 12-52(i)(2) – General Approval Criteria	Staff Finding	Rationale
a) Complies with applicable requirements including this land use code, town, state, and federal law;	Yes	The application, upon conformance with the recommended conditions of approval, will comply with applicable codes and regulations.
b) Consistent with any applicable adopted Town plans;	Yes	The application complies with applicable Town plans, including the Comprehensive Plan as outlined in staff's analysis.
c) Promotes the public health, safety, and general welfare;	Yes	The proposed facility promotes the health of horses, but also provides for the general welfare of the community for anyone who visits the facility to connect with animals, art, and the natural environment.
d) Minimizes or mitigates adverse impacts associated with the application;	Yes	Staff finds no substantial adverse impacts associated with the proposed facility. Any future nuisances would be addressed through the application of Chapter 6 Health, Sanitation and Animals in the Green Mountain Falls Municipal Code.
e) Will not result in significant adverse impacts upon the natural environment including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated; and	Yes	Staff finds no substantial adverse impacts in regards to the natural environment associated with the proposed facility. Any future nuisances would be addressed through the application of Chapter 6 Health, Sanitation and Animals in the Green Mountain Falls Municipal Code.
f) Will not result in significant adverse impacts upon other property in the vicinity of the subject property.	Yes	Staff finds no substantial adverse impacts to adjacent properties associated with the proposed facility. Any future nuisances would be addressed through the application of Chapter 6 Health, Sanitation and Animals in the Green Mountain Falls Municipal Code.

SUMMARY AND CONDTIONS OF APPROVAL

The applicant, Jesse Stroope, has submitted a substantially complete application for the review of a Major Site Plan for the development of a horse wellness facility at 10325 W. Highway 24. The application is in general compliance with the LUC with the following conditions:

1. The proposed Animal Shelter use must be established in the Green Mountain Falls Land Use Code as a conditional use in the Open Space district.
2. The applicant must obtain approval of a Conditional Use Permit for an Animal Shelter on the subject property.
3. The applicant shall submit the application to utility companies serving the property for review and comment.
4. The applicant shall submit the application to CDOT for review and comment.
5. The applicant shall provide adequate ADA parking.
6. The applicant shall provide a traffic study for review and comment by the Town.
7. The applicant shall address all referral comments to the satisfaction of each referral agency including, but not limited to, CDOT, utility companies, engineering, planning, and Town staff.

ALTERNATIVE ACTIONS

1. Motion to approve, with or without conditions, supported by findings
2. Motion to deny supported by findings
3. Motion to continue to a future meeting date with a reason and/or request for more information

Attachments:

1. Combined Major Site Plan Application
   a. Application
   b. Cover Letter
   c. Architectural Site Plan
   d. Development Plan
   e. Grading Plan
   f. Utility Plan
   g. Renderings
   h. Architectural Drawings
2. Annexation Plat
3. Annexation Agreement

Town of Green Mountain Falls
General Land Use Development Application

Type of Application

- ☐ Minor Site Plan
- ☑ Major Site Plan
- ☒ Conditional Use Permit
- ☐ Minor Subdivision
- ☐ Major Subdivision
- ☐ Variance
- ☐ Rezoning
- ☐ Temporary Use Permit
- ☐ Other _____

1. Applicant Information

a. Applicant Name Jesse Stroope

b. Project Coordinator ☑ Property Owner ☐

c. Mailing Address PO Box 23, GMF CO 80819

d. E-mail Address jessestroope@yahoo.com

e. Phone Numbers: Home _____ Mobile 405-760-1014

2. Property Owner Information (If different from above)

a. Name HGMFF Project Contact? Yes ☐ No ☑

b. Mailing Address 1001 W. Wilshire Blvd Fourth Floor, OKC OK 73116

c. E-mail Address l.eickman@occf.org

d. Phone Numbers: Home _____ Mobile 405-767-3708 office

3. Site Information

a. Site Address 10325 W. HWY 24

b. Property Zoning PL Lot Size 29 Acres ☑ Square Feet ☐

4. Project Information

c. Project Type MAJOR SITE PLAN

d. Brief Description Equestrian Center

5. Certification: I understand the procedures that apply to my request and acknowledge an incomplete application will not be processed or reviewed by planning staff until it is complete. Submittal of fees and materials does not constitute completeness. I agree to reimburse the city for technical and professional consulting expenses that may be incurred during the review of my request and have read the general procedure in each application checklist. Failure to reimburse the city for invoiced expenses constitutes an incomplete application. I understand and acknowledge the use or action for which approval is requested is not allowed until the permit is granted.

Applicant Jesse Stroope Date 12/6/23

Owner _____ Date _____

Owner _____ Date 12-7-2023

☑ **1. General Land Use Application Form**

☑ **2. Letter of explanation, briefly describing the following:**

a. Proposed project
b. Height and dimensions
c. Materials
d. Zoning

☑ **3. Site Plan**

a. Front, sides, and rear of property.
b. Setback distances of proposed project to property lines (see example)
c. Driveways, sidewalks, roads, paths, trails
d. Utility, drainage, or other easements
e. Building footprint of all structures on the property
f. Parking (number of off-street parking spots and dimensions)
g. Location of proposed fence or retaining wall, marked by X X X X X.

☑ **4. Indicate on the site plan any Sensitive Lands features (Art 4 Section 6)**

a. Lands that are subject to periodic inundation, subsidence of the earth's surface, high water table or have difficult topography, unstable soils, wetlands, or other natural or human-created hazards.
b. Setback distances to wetlands, stormwater features, waterways.
c. Distance to special flood hazard zone (FEMA FIRM).
d. Steep slopes

☑ **5. An Improvement Location Certificate and/or Professional Land Survey is attached.**

Certification: I understand the procedures that apply to my request and acknowledge an incomplete application will not be processed or reviewed by planning staff until it is complete. Submittal of fees and materials does not constitute completeness. I agree to reimburse the city for technical and professional consulting expenses that may be incurred during the review of my request and have read the general procedure in each application checklist. Failure to reimburse the city for invoiced expenses constitutes an incomplete application. I understand and acknowledge the use or action for which approval is requested is not allowed until the permit is granted.

Applicant Jesse Stroope Date 12/7/23

Owner _____ Date _____

Owner _____ Date _____

January 30, 2024

Planner, Town of Green Mountain Falls, CO

Julia Simmons; Becky Frank; Mayor Todd Dixon; Planning Department

Green Mountain Falls Horse Wellness Meadow – Letter of Explanation

The Green Mountain Falls Horse Wellness Meadow is the name of a proposed equestrian center to be located at 10325 W. Highway 24 on lands which were recently annexed into Green Mountain Falls and are zoned for Open Space.

This proposed project brings horses back into our community, which has a rich history of horsemanship and the enjoyment associated with it. The project will provide educational and volunteer opportunities for Green Mountain Falls residents to enjoy, and existing hiking trails will allow anyone visiting Red Butte Recreational Area the opportunity to hike among horses. The focus of the facility will be rehabilitation of horses recovering from injuries or who are no longer wanted at sporting facilities. A small group of horses permanently housed at the facility will provide herd training and companionship to the rescue horses, many of whom have never spent time out of a stall.

The main barn is to be a height of 20 feet, ten and ½ inches. The barn is a wood framed construction and will have an atrium attached for small gatherings, educational opportunities and is equipped with a restroom. A new septic system will be installed to support the restroom. The barn will be surrounded by a series of corrals and two dry lots. The corrals allow indoor/outdoor access to interior stalls of the barn. The dry lots are used as small pens that allow free movement of the horses and hay feeding which are used to prevent over grazing of the pastures. A round pen will be constructed which is used for individual horse training and as a place to evaluate and exercise horses. A new parking lot is being built to support horse trailer parking as well as staff parking. Trailering in and out of the facility will be very limited. A new 12-foot gravel driveway will be constructed around the perimeter of the equine complex which will allow easy trailering and will connect to the new parking lot and then to an existing paved driveway that accesses highway 24. A secondary hay barn will be constructed for storage of hay which will be wood framed construction with the same look and materials of the main barn. The height for the hay barn will be 22 feet 5 and 9/16 inches.

Future plans for the complex include a medical barn and riding arena which are noted as future barn two and riding arena on the site plan.

I am submitting the required documents pertaining to major site plan development for your review and consideration.

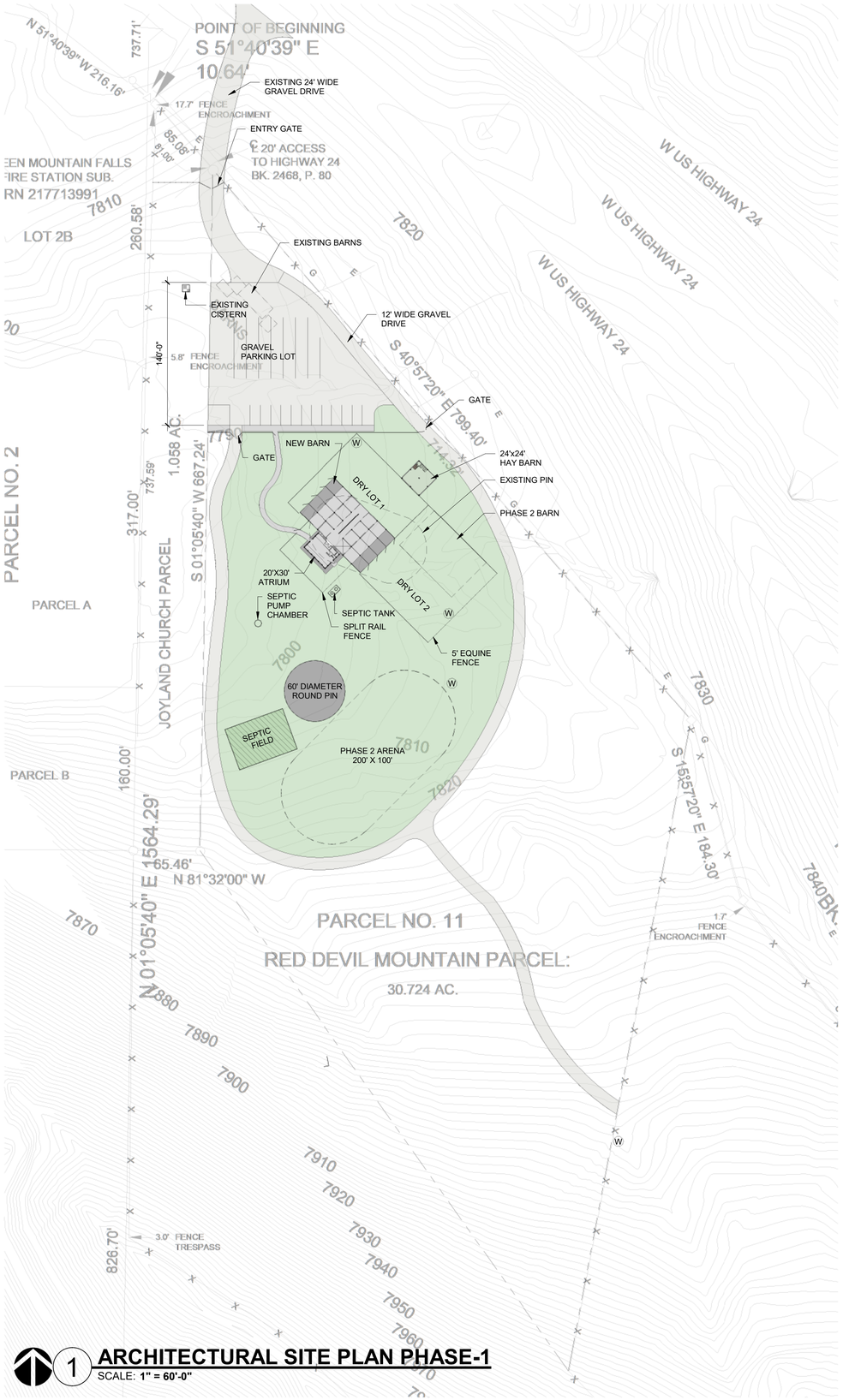
Kindly,

Jesse Stroope

Jesse Stroope



2 **ARCH SITE PLAN OVERLAY PHASE-1**
SCALE: **1" = 60'-0"**



1 **ARCHITECTURAL SITE PLAN PHASE-1**
SCALE: **1" = 60'-0"**

ARCHITECTURE + PLANNING + INTERIORS
914 N. BROADWAY
SUITE 200
OKLAHOMA CITY, OK 73102
phone: 405.526.1300
fax: 405.526.1305
www.HSEarchitects.com

HSE architects

STATE OF COLORADO
12/15/23
Dan Mitchell Skaggs
ARC.00400705
LICENSED ARCHITECT

HORSE WELLNESS MEADOWS BARN ONE
HISTORIC GREEN MOUNTAIN FALLS FOUNDATION
10325 W. US Highway 24 Green Mountain Falls, CO 80819
ARCHITECTURAL SITE PLAN

Revisions

No.	Title	Date

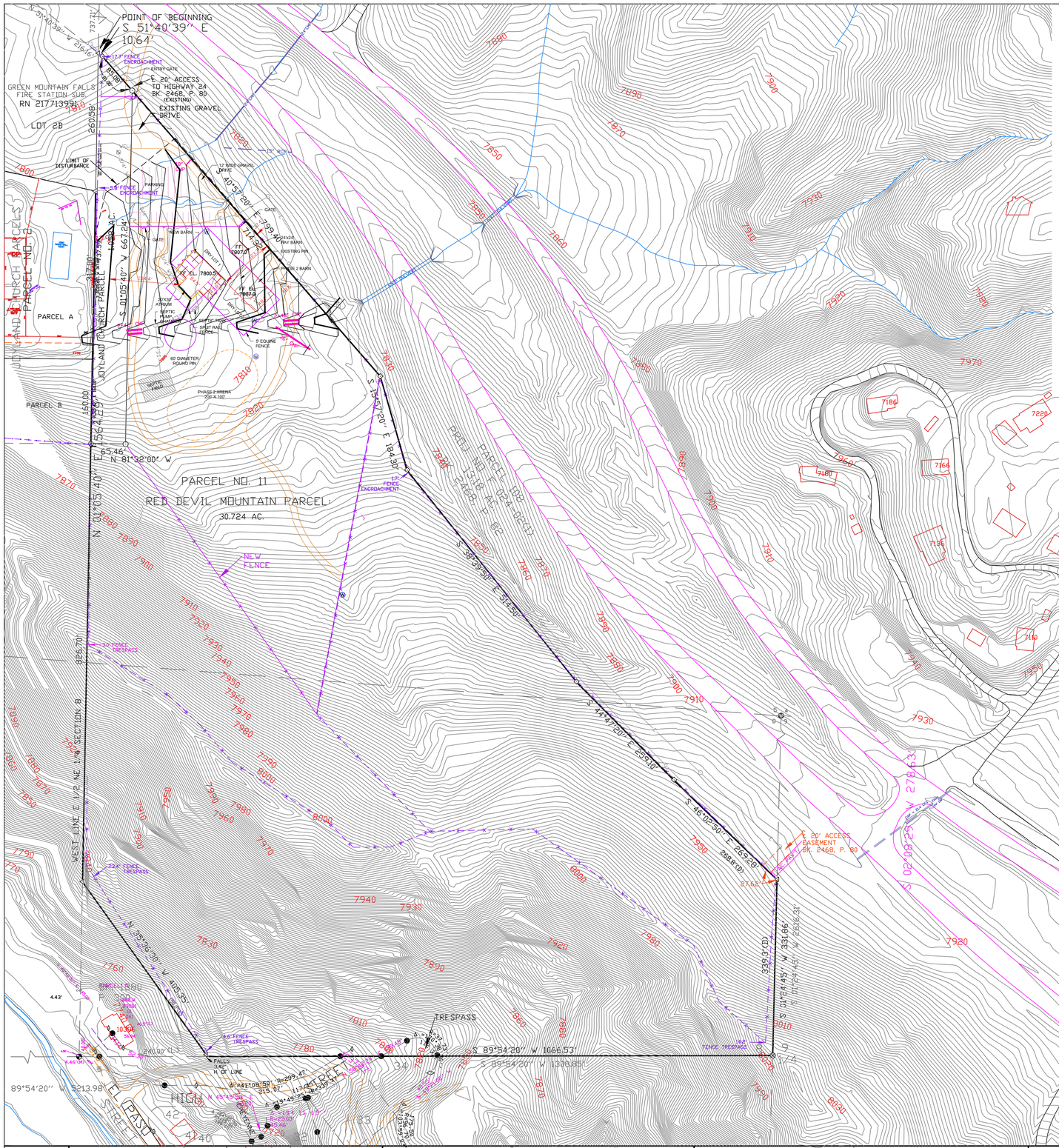
PERMIT DRAWINGS

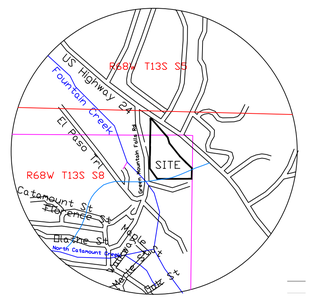
PROJ. NO.
2325
DATE
12-15-2023
SHEET NO.
A10.0

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1/30/2024 12:21:32 PM Z:\HSE PROJECTS\2023 PROJECTS\2325 - Horse Wellness Meadow Barn 1\Revit\2325 Horse Wellness Meadow Barn 231019.rvt

HORSE WELLNESS MEADOWS BARN ONE





VICINITY MAP

1"=1000'

N

100 0 100 200 300

Scale 1" = 100'

LEGEND:

- SET YELLOW #9853 CAP ON #4 REBAR
- FOUND BLM BRASS CAP PER MON RECORD
- FOUND 2" AL. CAP, #26962, 2002 1937
- FOUND BENT 1" PIPE - NOT ACCEPTED SEE NOTE
- FOUND CDOT 1-1/4" AL. CAP, ILLEGIBLE
- FOUND RED #26965 CAP ON #4 REBAR
- FOUND YELLOW #9853 CAP ON #4 REBAR
- FOUND #4 REBAR
- CISTERN
- BARBED WIRE FENCE

CONTOUR LEGEND:

ORIGINAL CONTOURS: 2' 10'

FINISH CONTOURS: 2' 10'

Owner:
Historic Green Mountain Falls Foundation, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116
(405) 760-1094

Legal Description:
That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

Units of measurement: US Survey Feet

Title Information was provided by the Client as follows:
Title Company: Fidelity National Title Company
File Number: 570-F0639528-370-CSG, Amendment No. 1
Effective Date: July 8, 2019
This Survey does not constitute a Title search or opinion.

Flood plain:
This Parcel is not within the limits of the 100 Year Flood Plain as identified on FEMA Mapping Panels No.'s 08041C0459 G and 08041C0467 G, both dated December 7, 2018.

Address: 10325 W. Highway 24

Assessor's Parcel No.: 83081-01-102

Zone: Open Space

Setbacks:
Front; Rear; Side: None listed
Max Building Height: 25'
Actual Building Height:
Minimum lot area: None listed
Minimum lot width: None listed
Max Density: None listed

Use(s):
Equine; horse barns, hay barn, riding pin, riding arena and stable area

Development time table:
Spring, 2024

Area:
Overall: 1,338,349 sf 100%
Buildings: 6,981 sf 0.6%
Gravel: 40,693 sf 3.1%
Open space / natural: 1,285,675 sf 96.4%
NOTE: 29.5 acres of the site remain undeveloped, open space

Parking requirements:
Total bldg(s) sf = 6,981
Office: 645 sf @ 1 space / 400 sf = 3 space
Required: 1 space per 4 people based upon maximum capacity with one H/C space to be van accessible
Provided: 18 spaces; 10 regular, 7 trailer and one marked handicapped / van accessible

City File No.:

Prepared by the office of:
Oliver E. Watts, Consulting Engineer, Inc.
614 Elkton Drive
Colorado Springs, CO 80907
(719) 593-0173
Ollewatts@aol.com
Celebrating 44 years in Business

DRAWN BY: O.E. WATTS
DATE: 8-4-23
DWG. NO.: 18-5126-11
SURVEYED BY: DEV, ESW, DEV V 7-19-95 THRU 9-6-19

REVISIONS

OLIVER E. WATTS
CONSULTING ENGINEER
COLORADO SPRINGS

PROJECT
ANDREW PITTMAN PROPERTY
E1/2 NE1/4 S8, T.13S., R.68W. S OF US24
EL PASO COUNTY

SHT. NAME
DEVELOPMENT PLAN

SHT. NO.
1
OF
2

EROSION CONTROL LEGEND:

SILT FENCE (SF)

STOCK PILE PROTECTION (SP)

LIMIT OF DISTURBANCE 2.56 AC

STABILIZED STAGING AREA (SSA)

EROSION CONTROL BLANKET ON ROAD SLOPES STEEPER THAN 3:1

CONCRETE WASHOUT (CWO)

NGVD 1929 ADJUSTMENT
COMBINED CITY FIMS AND FIELD WORK DATA

CONTOUR LEGEND:

ORIGINAL CONTOURS:

FINISH CONTOURS:

EROSION CONTROL COST ESTIMATE

ITEM	QUANTITY	UNIT COST	COST
SILT FENCE	520 LF	$ 2.50	$ 1300.00
VEHICLE TR CONTROL	1 EA	1325.00	1325.00
CONCRETE WASHOUT	1 EA	700.00	700.00
RESEEDING	5500 SF	0.03	165.00
SUBTOTAL CONSTRUCTION COST			$ 3490.00
MAINTENANCE AND REPLACEMENT		40%	1396.00
TOTAL ESTIMATED COST			$ 4886.00

MONUMENT CREEK SEED MIX

AREA DISTURBED BY THE EARTHWORK SHALL BE PERMANENTLY RE-VEGETATED WITH NATIVE GRASSES. NATIVE SEED MIX FOR THIS PROJECT SHALL BE AS FOLLOWS:

40% WESTERN WHEAT GRASS, SOWN AT 15.0 PLS PER ACRE
25% SIDEOATS GRAMA, SOWN AT 9.0 PLS PER ACRE.
25% BLUE GRAMA, SOWN AT 3.0 PLS PER ACRE
10% STRAWBERRY CLOVER, SOWN AT 6.0 PLS PER ACRE

GRADING AND EROSION CONTROL NOTES:

1. CONSTRUCTION MAY NOT COMMENCE UNTIL A CONSTRUCTION PERMIT IS OBTAINED FROM THE TOWN OF GREEN MOUNTAIN FALLS PLANNING AND A PRECONSTRUCTION CONFERENCE IS HELD WITH INSPECTIONORS.
2. STORMWATER DISCHARGES FROM CONSTRUCTION SITES SHALL NOT CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION OR DEGRADATION OF STATE WATERS. ALL WORK AND EARTH DISTURBANCE SHALL BE DONE IN A MANNER THAT MINIMIZES POLLUTION OF ANY ON-SITE OR OFF-SITE WATERS, INCLUDING WETLANDS.
3. NOTWITHSTANDING ANYTHING DEPICTED IN THESE PLANS IN WORDS OR GRAPHIC REPRESENTATION, ALL DESIGN AND CONSTRUCTION RELATED TO ROADS, STORM DRAINAGE AND EROSION CONTROL SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE MOST RECENT VERSION OF THE RELEVANT ADOPTED EL PASO COUNTY STANDARDS, INCLUDING THE LAND DEVELOPMENT CODE, THE ENGINEERING CRITERIA MANUAL, THE DRAINAGE CRITERIA MANUAL, AND THE DRAINAGE CRITERIA MANUAL VOLUME 2. ANY DEVIATIONS FROM REGULATIONS AND STANDARDS MUST BE REQUESTED, AND APPROVED, IN WRITING.
4. ONCE THE PERMIT HAS BEEN ISSUED, THE CONTRACTOR MAY INSTALL THE INITIAL STAGE EROSION AND SEDIMENT CONTROL BMPS AS INDICATED ON THE GEC. A PRECONSTRUCTION MEETING BETWEEN THE CONTRACTOR, ENGINEER, AND GREEN MOUNTAIN FALLS INSPECTIONS WILL BE HELD PRIOR TO ANY CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE APPLICANT TO COORDINATE THE MEETING TIME AND PLACE WITH GREEN MOUNTAIN FALLS STAFF.
5. SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 21 CALENDAR DAYS AFTER FINAL GRADING, OR FINAL EARTH DISTURBANCE, HAS BEEN COMPLETED. DISTURBED AREAS AND STOCKPILES WHICH ARE NOT AT FINAL GRADE BUT WILL REMAIN DORMANT FOR LONGER THAN 30 DAYS SHALL ALSO BE MULCHED WITHIN 21 DAYS AFTER INTERIM GRADING. AN AREA THAT IS GOING TO REMAIN IN AN INTERIM STATE FOR MORE THAN 60 DAYS SHALL ALSO BE SEEDED. ALL TEMPORARY SOIL EROSION CONTROL MEASURES AND BMPS SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED AND ESTABLISHED.
6. TEMPORARY SOIL EROSION CONTROL FACILITIES SHALL BE REMOVED AND EARTH DISTURBANCE AREAS GRADED AND STABILIZED WITH PERMANENT SOIL EROSION CONTROL MEASURES PURSUANT TO STANDARDS AND SPECIFICATION PRESCRIBED IN THE DCM VOLUME II AND THE ENGINEERING CRITERIA MANUAL (ECM) APPENDIX I.
7. ALL PERSONS ENGAGED IN EARTH DISTURBANCE SHALL IMPLEMENT AND MAINTAIN ACCEPTABLE SOIL EROSION AND SEDIMENT CONTROL MEASURES INCLUDING BMPS IN CONFORMANCE WITH THE EROSION CONTROL TECHNICAL STANDARDS OF THE DRAINAGE CRITERIA MANUAL (DCM) VOLUME II AND IN ACCORDANCE WITH THE STORMWATER MANAGEMENT PLAN (SWMP).
8. ALL TEMPORARY EROSION CONTROL FACILITIES INCLUDING BMPS AND ALL PERMANENT FACILITIES INTENDED TO CONTROL EROSION OF ANY EARTH DISTURBANCE OPERATIONS, SHALL BE INSTALLED AS DEFINED IN THE APPROVED PLANS, THE SWMP AND THE DCM VOLUME II AND MAINTAINED THROUGHOUT THE DURATION OF THE EARTH DISTURBANCE OPERATION.
9. ANY EARTH DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER SO AS TO EFFECTIVELY REDUCE ACCELERATED SOIL EROSION AND RESULTING SEDIMENTATION. ALL DISTURBANCES SHALL BE DESIGNED, CONSTRUCTED, AND COMPLETED SO THAT THE EXPOSED AREA OF ANY DISTURBED LAND SHALL BE LIMITED TO THE SHORTEST PRACTICAL PERIOD OF TIME.
10. ANY TEMPORARY OR PERMANENT FACILITY DESIGNED AND CONSTRUCTED FOR THE CONVEYANCE OF STORMWATER AROUND, THROUGH, OR FROM THE EARTH DISTURBANCE AREA SHALL BE DESIGNED TO LIMIT THE DISCHARGE TO A NON-EROSIVE VELOCITY.
11. CONCRETE WASH WATER SHALL BE CONTAINED AND DISPOSED OF PROPERLY. NO WASH WATER SHALL BE DISCHARGED TO OR ALLOWED TO RUNOFF TO STATE WATERS, INCLUDING ANY SURFACE OR SUBSURFACE STORM DRAINAGE SYSTEM OR FACILITIES.
12. EROSION CONTROL BLANKETING SHALL BE USED ON SLOPES STEEPER THAN 3: 1.
13. BUILDING, CONSTRUCTION, EXCAVATION, OR OTHER WASTE MATERIALS SHALL NOT BE TEMPORARILY PLACED OR STORED IN THE STREET, ALLEY, OR OTHER PUBLIC WAY, UNLESS IN ACCORDANCE WITH AN APPROVED TRAFFIC CONTROL PLAN. BMP'S MAY BE REQUIRED BY GREEN MOUNTAIN FALLS INSPECTIONS IF DEEMED NECESSARY, BASED ON SPECIFIC CONDITIONS AND CIRCUMSTANCES.
14. VEHICLE TRACKING OF SOILS AND CONSTRUCTION DEBRIS OFF-SITE SHALL BE MINIMIZED. MATERIALS TRACKED OFFSITE SHALL BE CLEANED UP AND PROPERLY DISPOSED OF IMMEDIATELY.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL WASTES FROM THE CONSTRUCTION SITE FOR DISPOSAL IN ACCORDANCE WITH LOCAL AND STATE REGULATORY REQUIREMENTS. NO CONSTRUCTION DEBRIS, TREE SLASH, BUILDING MATERIAL WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURIED, DUMPED, OR DISCHARGED AT THE SITE.
16. THE OWNER, SITE DEVELOPER, CONTRACTOR, AND/OR THEIR AUTHORIZED AGENTS SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL CONSTRUCTION DEBRIS, DIRT, TRASH, ROCK, SEDIMENT, AND SAND THAT MAY ACCUMULATE IN THE STORM SEWER OR OTHER DRAINAGE CONVEYANCE SYSTEM AND STORMWATER APPURTENANCES AS A RESULT OF SITE DEVELOPMENT.
17. THE QUANTITY OF MATERIALS STORED ON THE PROJECT SITE SHALL BE LIMITED, AS MUCH AS PRACTICAL, TO THAT QUANTITY REQUIRED TO PERFORM THE WORK IN AN ORDERLY SEQUENCE. ALL MATERIALS STORED ON-SITE SHALL BE STORED IN A NEAT, ORDERLY MANNER, IN THEIR ORIGINAL CONTAINERS, WITH ORIGINAL MANUFACTURER'S LABELS.
18. NO CHEMICALS ARE TO BE USED BY THE CONTRACTOR, WHICH HAVE THE POTENTIAL TO BE RELEASED IN STORMWATER UNLESS PERMISSION FOR THE USE OF A SPECIFIC CHEMICAL IS GRANTED IN WRITING BY THE ECM ADMINISTRATOR. IN GRANTING THE USE OF SUCH CHEMICALS, SPECIAL CONDITIONS AND MONITORING MAY BE REQUIRED.
19. BULK STORAGE STRUCTURES FOR PETROLEUM PRODUCTS AND OTHER CHEMICALS SHALL HAVE ADEQUATE PROTECTION SO AS TO CONTAIN ALL SPILLS AND PREVENT ANY SPILLED MATERIAL FROM ENTERING STATE WATERS, INCLUDING ANY SURFACE OR SUBSURFACE STORM DRAINAGE SYSTEM OR FACILITIES.
20. NO PERSON SHALL CAUSE THE IMPEDIMENT OF STORMWATER FLOW IN THE FLOW LINE OF THE CURB AND GUTTER OR IN THE DITCHLINE.
21. INDIVIDUALS SHALL COMPLY WITH THE 'COLORADO WATER QUALITY CONTROL ACT' (TITLE 25, ARTICLE 8, CRS), AND THE 'CLEAN WATER ACT' (33 USC 1344), IN ADDITION TO THE REQUIREMENTS INCLUDED IN THE DCM VOLUME II AND THE ECM APPENDIX I. ALL APPROPRIATE PERMITS MUST BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION (NPDES, FLOODPLAIN, 404, FUGITIVE DUST, ETC.). IN THE EVENT OF CONFLICTS BETWEEN THESE REQUIREMENTS AND LAWS, RULES, OR REGULATIONS OF OTHER FEDERAL, STATE, OR COUNTY AGENCIES, THE MORE RESTRICTIVE LAWS, RULES, OR REGULATIONS SHALL APPLY.
22. ALL CONSTRUCTION TRAFFIC MUST ENTER/EXIT THE SITE AT APPROVED CONSTRUCTION ACCESS POINTS.
23. PRIOR TO ACTUAL CONSTRUCTION THE PERMITTEE SHALL VERIFY THE LOCATION OF EXISTING UTILITIES.
24. A WATER SOURCE SHALL BE AVAILABLE ON SITE DURING EARTHWORK OPERATIONS AND UTILIZED AS REQUIRED TO MINIMIZE DUST FROM EARTHWORK EQUIPMENT AND WIND.

Description of construction activities
Anticipated starting and completion time period of site grading; April, 2023 -June
Expected date on which the final stabilization will be completed; June 1, 2023
Areas - Total area of the site to be cleared, excavated, or graded: 2.56 AC.
Receiving Waters - Name of receiving waters: Fountain Creek
Soils information: Sphinx series, hydrologic group 'B'

Signature Blocks

Engineer's Statement

This Erosion and Stormwater Quality Control/Grading Plan was prepared under my direction and supervision and is correct to the best of my knowledge and belief. If such work is performed in accordance with the grading and erosion control plan, the work will not become a hazard to life and limb, endanger property, or adversely affect the safety, use, or stability of a public way, drainage channel, or other property.

Signature: _____Seal___Date:

Oliver E. Watts, Colorado PELS#9853
For and on behalf of
Oliver E Watts Consulting Engineer, inc
614 Elkton Drive Colorado Springs, CO 80907
719-593-0173
olliewatts@aol.com

Developer's/Owner's Statement

The owner will comply with the requirements of the Erosion and Stormwater Quality Control Plan including temporary BMP inspection requirements and final stabilization requirements. I acknowledge the responsibility to determine whether the construction activities on these plans require Colorado Discharge Permit System (CDPS) permitting for Stormwater discharges associated with Construction Activity.

Developer/Owner Signature:

_____

Name of Developer/Owner: Jesse Stroope Date:

DBA: Greeen Mountain Falls Foundation Phone: (719) 465-3065

Title: Project Manager Email: JesseStroope@yahoo.com

Address: 1001 West Willshire Blvd., Oklahoma City, OK 73116

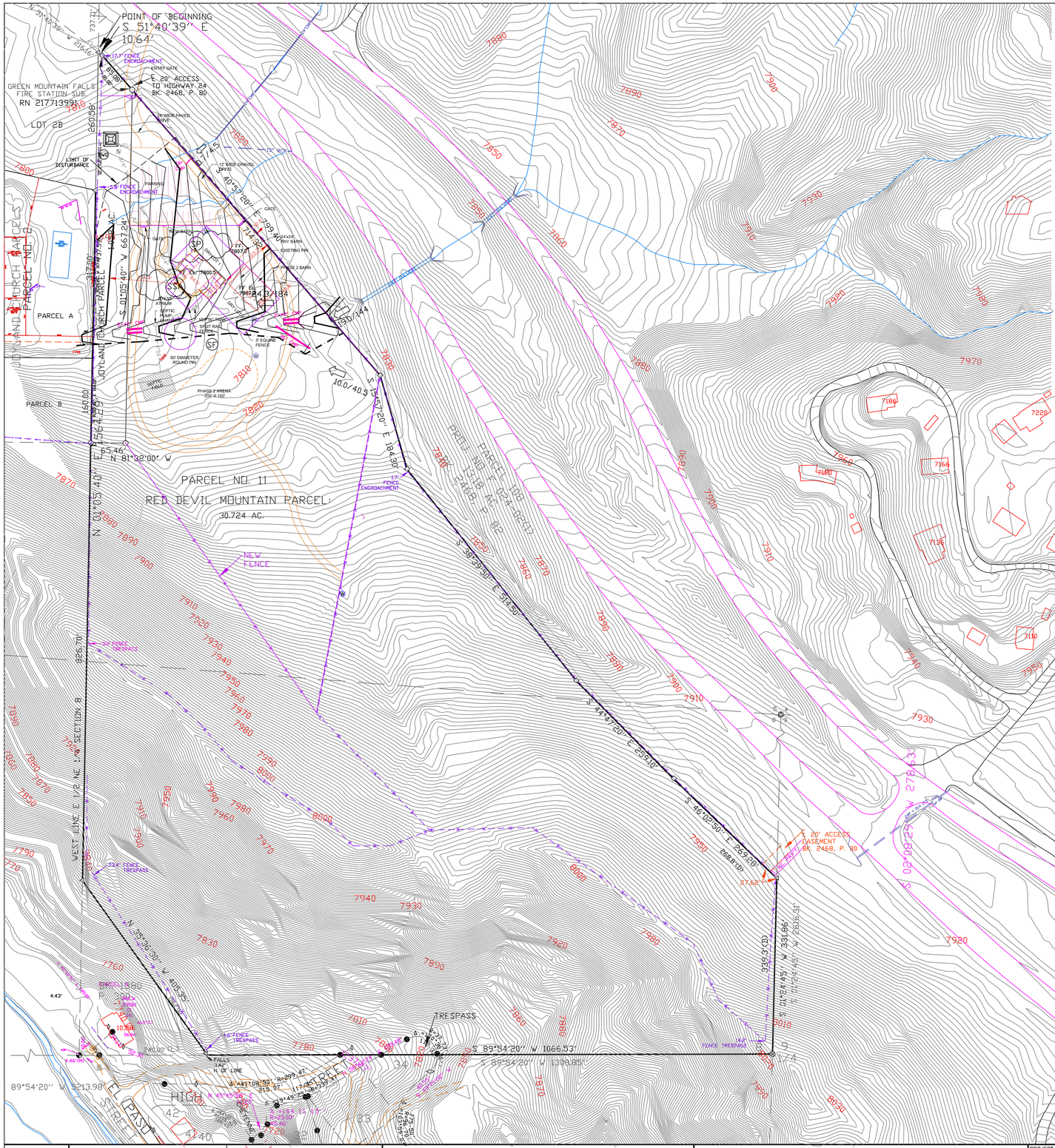
GEOTECHNICAL REFERENCES:
The following geotechnical data is applicable for this project:
1. Entech Engineering Subsurface Soils Investigation -

DRAWN BY: O.E. WATTS	APPROVED BY:	REVISIONS	OLIVER E. WATTS CONSULTING ENGINEER COLORADO SPRINGS
DATE: 10-19-23	PROJ. NO.		
DWG. NO.: 18-5126-13 A	DWG.		
SURVEYED BY: OEW, ESW, OEW V. 7-19-95 THRU 9-6-19			

ANDREW PITTMAN PROPERTY
E1/2 NE1/4 S8, T.13S., R.68W. S OF US24
EL PASO COUNTY, COLORADO

SHT. NAME
GRADING AND EROSION CONTROL PLAN

2 OF 2



Prepared by the office of:
Oliver E. Watts, Consulting Engineer, Inc.
614 Elkton Drive
Colorado Springs, CO 80907
(719) 593-0173
Olliewatts@aol.com
Celebrating 44 years in Business

DRAWN BY: O.E. WATTS DATE: 10-19-23 DWG. NO.: 18-5126-13 SURVEYED BY: DEW, ESW, DEW V 7-19-95 THRU 9-6-19	REVISIONS	OLIVER E. WATTS CONSULTING ENGINEER COLORADO SPRINGS	PROJECT ANDREW PITTMAN PROPERTY E1/2 NE1/4 S8, T.13S., R.68W. S OF US24 EL PASO COUNTY	SHT. NAME GRADING AND EROSION CONTROL PLAN	SHT. NO. 1 OF 2

POINT OF BEGINNING
S 51°40'39" E
10.64'

N 51°40'39" W 215.16'

737.78'

17.7' FENCE ENCROACHMENT

ENTRY GATE

S 20' ACCESS
TO HIGHWAY 24
BK. 2468, P. 80

GREEN MOUNTAIN FALLS FIRE STATION SUB.
RN 217713991

LOT 2B

260.58'

24' WIDE PAVED DRIVE

WELL

15" RCP

18" CMP

12' WIDE GRAVEL DRIVE

PARKING

5.8' FENCE ENCROACHMENT

GATE

N 40°57'20" E 799.40'

714.32'

NEW BARN

GATE

EXISTING HAY BARN

EXISTING PIN

PHASE 2 BARN

DRY LOT 1

DRY LOT 2

20'X30' ATRIUM

SEPTIC PUMP CHAMBER

SEPTIC TANK

SPLIT RAIL FENCE

5' EQUINE FENCE

8-42" CMP

8-42" CMP

60' DIAMETER ROUND PEN

WATER TANK

PHASE 2 ARENA
200' X 100'

JOYLAND CHURCH PARCEL NO. 2

1.058 AC.

S 01°05'40" W 667.24'

317.00'

JOYLAND CHURCH PARCEL NO. 2

PARCEL A

PARCEL B

160.00'

N 01°05'40" E 654.29'

N 81°32'00" W
65.46'

PARCEL NO. 11
RED DEVIL MOUNTAIN PARCEL:
30.724 AC.

NEW FENCE

926.70'

3.0' FENCE TRESPASS

WEST LINE E 1/2 NE 1/4 SECTION 8

S 75°57'20" E 184.30'

1.7' FENCE ENCROACHMENT

PARCEL 108
PROJ. NO. F 024-024(1)
BK. 2468, P. 82
1318 AC.

S 38°39'50" E 514.50'

S 44°47'20" E 259.10'

S 46°02'50" E 269.28'
268.8'(D)

E 20' ACCESS EASEMENT
BK. 2468, P. 80

27.62'

339.3'(D)

S 01°24'45" W 331.86'
S 01°24'45" W 2616.31'

23.4' FENCE TRESPASS

N 35°26'20" W 405.25'

BK. 1880
P. 300

4.43'

4.6' FENCE TRESPASS

TRESPASS

14.2' FENCE TRESPASS

S 89°54'20" W 1066.53'

S 89°54'20" W 1308.85'

S 89°54'20" W 5213.98'

240.00'(L)

FALLS
3.45'
N. OF LINE

HIGH STREET

EL PASO STREET

CHEYENNE

N 45°45'58" E
28.28'

4°41'08" 215.07' R=299.47'

4°39'49" 25.46' R=325.47'

Δ=10.4 11 13"
R=25.00'
25.46'

34

33

32

42

41 40

9

1/4

S 89°54'20" W 1308.85'

VICINITY MAP

1"=1000'

US Highway 24
Fountain Creek
El Paso Trl
Catamount Reservoir
Lake Rd
Lake Ave
Catamount Reservoir Rd
Mesa Ridge Pkwy
Powers Blvd
Marksheffel Rd
Peterson Field
R68W T13S S8
R68W T13S S5
SITE

7186
7220
7160
7164
7136
7135
7110
10090

N

100 0 100 200 300

Scale 1" = 100'

LEGEND:

- SET YELLOW #9853 CAP ON #4 REBAR
- FOUND BLM BRASS CAP PER MON RECORD
- FOUND 2" AL. CAP, #26962, 2002 1937
- FOUND BENT 1" PIPE - NOT ACCEPTED SEE NOTE
- FOUND CDOT 1-1/4" AL. CAP, ILLEGIBLE
- FOUND RED #26965 CAP ON #4 REBAR
- FOUND YELLOW #9853 CAP ON #4 REBAR
- FOUND #4 REBAR
- CISTERN
- POWER POLE
- BARBED WIRE FENCE
- BURIED GAS LINE
- OVERHEAD ELECTRIC LINE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE

Prepared by the office of:
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DRAWN BY: O.E. WATTS
DATE: 10-19-23
DWG. NO.: 18-5126-11
SURVEYED BY: DEW, ESW, DEW V 7-19-95 THRU 9-6-19

REVISIONS

OLIVER E. WATTS
CONSULTING ENGINEER
COLORADO SPRINGS

PROJECT
ANDREW PITTMAN PROPERTY
E1/2 NE1/4 S8, T.13S., R.68W. S OF US24
EL PASO COUNTY

SHT. NAME
UTILITY PLAN

SHT. NO.
1
OF
1





DESIGN TEAM

DESIGNER:

Barn Pros, Inc.
14567 169th Dr SE
Monroe, WA 98272
Phone: 866-844-2276

STRUCTURAL ENGINEER:

Eclipse Engineering
113 W Main Street, Suite B
Missoula, MT 59802
Phone: 406-721-5733

STRUCTURAL NOTES

Building Code:	2021 IBC and 2023 Pikes Peak Regional Building Code (PPRBC)
Jurisdiction:	EL PASO
Occupancy:	
Ground Level	U
Construction Type:	V-B
Min. FTG. Depth:	30"

DESIGN LOADS:

Risk Category	II
Ground Snow	57 PSF
Roof Snow	48 PSF
Wind Speed	130 MPH (Ult.)
Wind Exposure	C
Seismic Design	B
Soil Bearing Pressure	1500 PSF
Roof Live Load	20 PSF

WOOD FRAMING:

6x PT Posts	Hem-Fir #2
4x6 PT Posts	Hem-Fir #2
6X DF Posts	Doug-Fir #2
Purlins & Framing	SPF #2
Rafters	LVL (2.0E, 3100 F_b)
6x Beams	Doug-Fir #1

TREATED LUMBER:

Sills and plates in contact with concrete, and all lumber within 6" of grade shall be pressure-treated. Any end-cut on pressure-treated posts shall be treated/

Posts: 0.60 PCF Retention
Skirtboards: 0.40 PCF Retention

CONCRETE:

Compressive strength (f'c)= 3000 PSI @ 28 days
Calculations basd on (f'c)=2500 PSI @ 28 days

All footings shall bear on undisturbed native firm soil with minimum bearing capacity of 1500 PSF and lateral bearing capacity of 150 PCF. Builder to verify soil condition prior to construction.

Anchor Rods: ASTM F1554, Grade 36, threaded with nut, unless otherwise noted, and hooked for anchoring wood sole plates.

All fasteners in contact with pressure treated lumber shall be hot-dipped galvanized. Stainless steel fasteners shall be used in exterior applications or when exposed to weather.

WALLS:

Use CS16 strap at every 6' on 2x6 T&G siding. Bottom 2 boards pressure treated on exterior walls, 1 pressure treated board on interior walls. This applies to walls with no intermediate supports only.

SPECIAL INSPECTIONS:

Required special inspections, listed below, are to be performed by a competent third party under direct contract of the owner.
a) None required

GENERAL NOTES

The contractor shall be solely responsible for providing a safe place to work and for meeting the requirements of all applicable jurisdictions, including OSHA. The contractor shall execute their work to ensure the safety of persons and adjacent property against damage from falling debris and other hazards associated with the work.

The contractor shall verify all dimensions and job site conditions before commencing work and shall report any discrepancies to the engineer.

The design, adequacy, and safety of erection bracing, shoring, temporary supports, etc is the sole responsibility of the contractor . The contractor is responsible for the stability of the structure prior to the erection of the framing and of the lateral-load-resisting system is complete.

Prior to beginning any work, the contractor shall verify that all required permits/ approvals have been obtained. No construction or fabrication of any item shall begin until the contractor has received approval of all plans and other documentation from all permitting/regulatory agencies. Failure to follow this procedure shall cause the contractor to assume full responsibility for any subsequent modification of work as mandated by such regulatory authority.

Where it is obvious that a drawing illustrates only a part of a given work of a number of items, the remainder shall be deemed repetitive and so constructed.

Barn Pros is not responsible for providing (including but not limited to) venting, flashing, insulation, drywall or any other items that are not explicitly included in your contract.

Barn Pros is not responsible for designing (including but not limited to) electrical, plumbing, or HVAC systems or plans.

All materials, workmanship, and construction shall conform to the requirements of the applicable Building Code(s).

The contractor shall follow construction documents. DO NOT SCALE DRAWINGS. Use written dimensions. Where no dimension is provided consult Barn Pros for clarification before proceeding with work.

General Notes shall not substitute for specifications. Conflicts between the two shall be brought to Barn Pros attention or the stricter criteria should be used.

Barn Pros Inc. and Eclipse Engineering hold no liability for unauthorized changes made to the construction documents made by the owner, contractor, building official, or other involved party. Unauthorized changes are to include construction at a location other than listed.

EXCAVATION:

If any of the following conditions are discovered during construction at the building site, a Geotechnical investigation shall be commissioned in accordance with Chapter 18 of the IBC:

A. Disturbed soil or any soil that does not appear to be natural (i.e. fill material or highly organic material)
B. Expansive soil
C. Ground-water table is above or within 5 feet below the elevation of the floor level or finished ground level adjacent to the foundation
D. Rock strata of variable or doubtful characteristics
E. Excavations that will remove lateral support of an adjacent, existing foundation
F. Use of compacted fill material below shallow foundations in excess of 12 inches in depth
G. Use of controlled low-strength material

The bottom of all exterior footings and footings susceptible to frost heave shall extend a minimum depth below lowest adjacent finished grade as noted in Design Criteria.

No water shall be allowed to accumulate in excavations. Remove any water to prevent softening of foundation bottoms, undercutting footings, and/or soil changes detrimental to the stability of subgrades and foundations.

BACKFILL:

Foundations shall be built on undisturbed soil or compacted fill material 12 inches or less in depth. If provided, compacted fill material shall have an in-place dry density of not less than 90 percent of the maximum dry density at optimum moisture content determined in accordance with ASTM D1557. All site fill and backfill shall be placed in 8" layers and compacted to 90 percent density after each layer. If compacted fill material exceeds 12 inches in depth or CLSM is used, placement shall comply with the provisions of an approved geotechnical investigation and report.

The subgrades of slabs on grade shall be stripped, tilled, and re-compacted to produce a uniform surface. The subgrade shall be overlain with 6 inches, minimum, of clean, densely graded, crusher-run base material with a balanced fine content that satisfies the requirements of ASTM D1241, type 1 mixture, gradation C. The base material shall be compacted to a dry density not less than 90 percent of the maximum dry density at optimum moisture content determined in accordance with ASTM D1557. The surface of the base material shall be choked off with sand or fine gravel and compacted to provide a smooth, planar surface for the concrete on grade.

The excavation outside the foundation shall be backfilled with soil that is free of organic material, construction debris, cobbles and boulders, or with CLSM. Backfill should not contain rocks or debris larger than 2" in diameter. The backfill shall be placed in lifts and compacted in a manner that does not damage the foundation or the waterproofing or damp proofing material, if present. CLSM need not be compacted.

FOUNDATION:

Concrete construction shall be in accordance with ACI 301, unless otherwise noted.

Roughen concrete surfaces on construction joints and at locations where concrete is cast against existing concrete to 1/4" amplitude and clean of laitance, foreign matter, and loose particles.

Typical reinforcing: ASTM A615 grade 40 for #3 bars, ASTM A615 grade 60 for #4 bars to #7 bars

i. cast against and permanently exposed to earth: 3 inches
ii. formed surfaces exposed to earth or weather, #5 bars and smaller: 1-1/2 inches
iii. interior slabs: 3/4 inches
iv. beams and columns: 1-1/2 inches to transverse reinforcing

All rebar shall be continuous in all footings, foundation walls, and at all corners with all rebar lapped a minimum of 50 bar-diameters.

CARPENTRY & WOOD:

All exterior wood shall be pressure treated, painted or stained. Maintenance shall be the responsibility of the owner. Follow the manufacturers recommendations for exterior applications.

All sawn lumber shall be stamped with grade work of a certain lumber grading agency. All lumber shall be kiln dried with a moisture content less than 19%.

Sheathing: Minimums where required
Walls - 5/8" RSF PLYWOOD, 24/0 span rating, 8d @ 6" OC at edges, 12" in field
Roof - 1/2" CDX, 24/16 span rating, 8d @ 6" OC at edges, 12" in field

Wood structural panels shall conform to voluntary product standards PS 1 and PS 2 and APA PRP-108 performance standards. All sheathing shall bear the APA trademark and grade stamp. All end joints shall be staggered and shall butt along the center lines of framing members. The long dimension of panels shall be installed perpendicular to supports with panel continuous over two or more spans. Panels shall not be less than 4'x8', except at boundaries and changes in framing. The minimum panel dimension for floor sheathing at boundaries shall be 24" unless all edges of the undersized panels are supported by and fastened to framing members or blocking. Nails shall be common wire nails (not box or sinker nails) and be placed 3/8" minimum from the edge of the panels. The minimum nail penetration into framing members shall be 1-1/2" for 8d nails and 1-5/8" for 10d nails.

Joists and rafters shall have a 1-1/2" minimum bearing or shall be seated in metal hangers.

Blocking shall be solid 2x material with the same depth as the joist or rafter and shall be tightly fitted between joists or rafters.

Fasten beams, columns, trimmer studs, and kings studs composed of multiple 2x members with two rows of 10d nails 12" on center through length or height, staggered to prevent splitting, between each ply.

Fasten multi-ply LVL beams or joists together with two rows of 10d nails @ 12" on center through length, staggered to prevent splitting, between each ply. Provide (8) additional 10d nails between each ply distributed closely to the vicinity of concentrated loads on members from flush-supported beams or joists.

Framing Anchors/Hangers: Simpson or approved equal install as per manufacturer's recommendations.

For connections for wood members not shown on these drawings or in these notes, use the IBC fastening schedule, Table 2304.10.1. Structural members shall not be cut for pipes, ducts, etc., unless specifically noted, detailed or approved in writing by the engineer.

Wood stud walls shall be 2x6 @ 16" O.C. unless otherwise noted on plans. Provide double 2x6 top plate with minimum 48" lap splice with (8) 16d common nails minimum, staggered, unless otherwise noted. Plate anchor bolts shall be 5/8" diameter placed not to exceed 4' O.C. unless otherwise noted. Anchor bolts shall be placed at all jambs, corners, intersections, and wall ends. All bottom plates shall have a minimum of 2 anchor bolts. All bottom plates or sills on concrete slabs, and on concrete shall be pressure treated and stamped by an approved agency.

Where shear wall construction is indicated, provide sheathing to the grade and thickness indicated on drawings.

If trusses used, the roof truss supplier is responsible for structural design and detail of the trusses to fit the building dimensions and details as shown in the drawings.

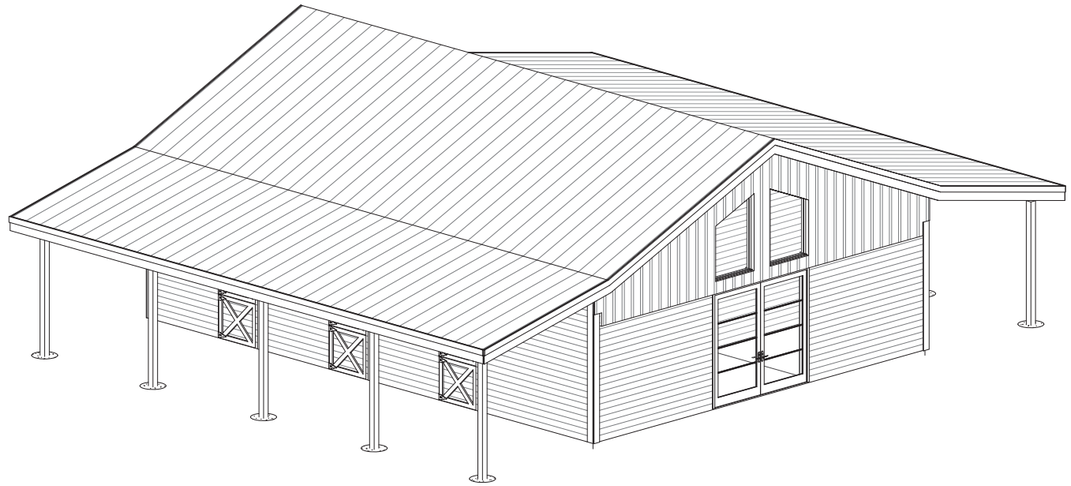
MISCELLANEOUS:

Barn Pros reserves first right of replacement on any warped, twisted, generally defective or missing structural materials. For defective framing members photos must be provided before replacement material will be sent. Inventory of the materials is expected to be completed within 3 business days of initial delivery. Any shortages from the master shipping list are expected to be brought to our attention at that time. Material request beyond 2 weeks will be evaluated on an individual basis and material supplied at Barn Pros discretion.

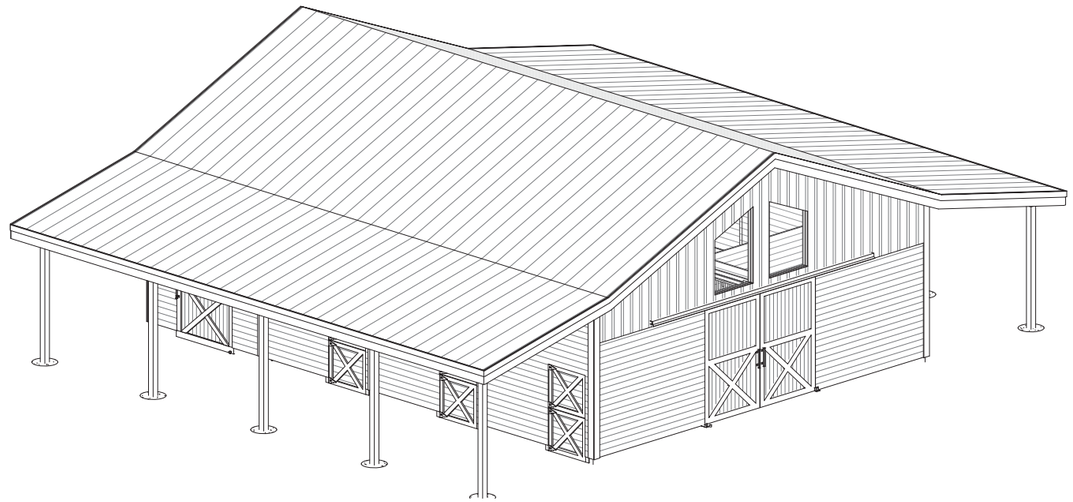
Guard rails shall be at least 42" high. Guard rails and hand rails shall have intermediate rails such that a 4" DIA object cannot pass through.

Simpson hardware is to be installed using standard attachment. Some Simpson hardware includes fasteners, for all that don't, it is the contractors responsibility to ensure that they are property attached and to provide the manufacturer specified fasteners. For more information on Simpson Strong Tie hardware please refer to their website at www.strongtie.com.

Owner to supply all material for WUI compliance. If disclosed at time of sale Barn Pros may substitute tempered glazed windows for our standard offering.



1 HIGH SIERRA 48 - FRONT



2 HIGH SIERRA 48- REAR

INFORMATION AND NOTES		
Sheet Name	Sheet Number	Sheet Discipline
COVER & GENERAL NOTES	0	GENERAL

ARCHITECTURAL DRAWINGS		
Sheet Name	Sheet Number	Sheet Discipline
EXTERIOR ELEVATIONS	A1.0	ARCHITECTURAL
EXTERIOR ELEVATIONS	A1.1	ARCHITECTURAL
1ST FLOOR PLAN	A2.0	ARCHITECTURAL

STRUCTURAL DRAWINGS		
Sheet Name	Sheet Number	Sheet Discipline
FOUNDATION PLAN	S1.0	STRUCTURAL
ROOF FRAMING PLAN	S1.1	STRUCTURAL
SECTION & ISOMETRIC VIEWS	S2.0	STRUCTURAL
STRUCTURAL DETAILS	S3.0	STRUCTURAL

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Structural Only

COLORADO LICENSED
JAMIE MARIE GARCIA
PE.0053513
PROFESSIONAL ENGINEER

Digitally signed by Jamie Garcia
DN: C=US, E=jgarcia@eclipse-engineering.com, O="Eclipse Engineering, P.C.", CN=Jamie Garcia
Date: 2023.09.29 08:20:11-07'00'

High Sierra 48
Green Mountain Falls Foundation, -
Stroope,
10325 Hwy 24
Green Mountain Falls, CO 80819

35582

SUBMITTALS

REVISIONS

COVER & GENERAL NOTES

Drawn by: DI
Approved by: OPERATIONS

0

1x4 Trim for Windows and Standard Entry Doors

1x6 Trim for Upper Corners of Dormers and Shed Dormers, Wall Trim, Dutch Doors, Hayloft Doors, and Track Backer on Breezeway Door, if necessary

1x8 trim for Lower Corners

1x10 Fascia is standard but can be affected by purlin size. Final size not available until the conclusion of engineering

Bottom (2) boards of DF T&G to be Pressure Treated if there is ground contact
Bottom (1) board PT on interior walls

Roofing Material to be provided by owner. On most models Barn Pros provides sheathing but refer to your specific model for verification

Exterior Notes
1/4" = 1'-0"

2x6 Douglas Fir T&G, Bottom (2) Boards P.T., with (3) 16d Nails Each End

Rough Sawn Fir with Cedar Battens, Flashing by Owner

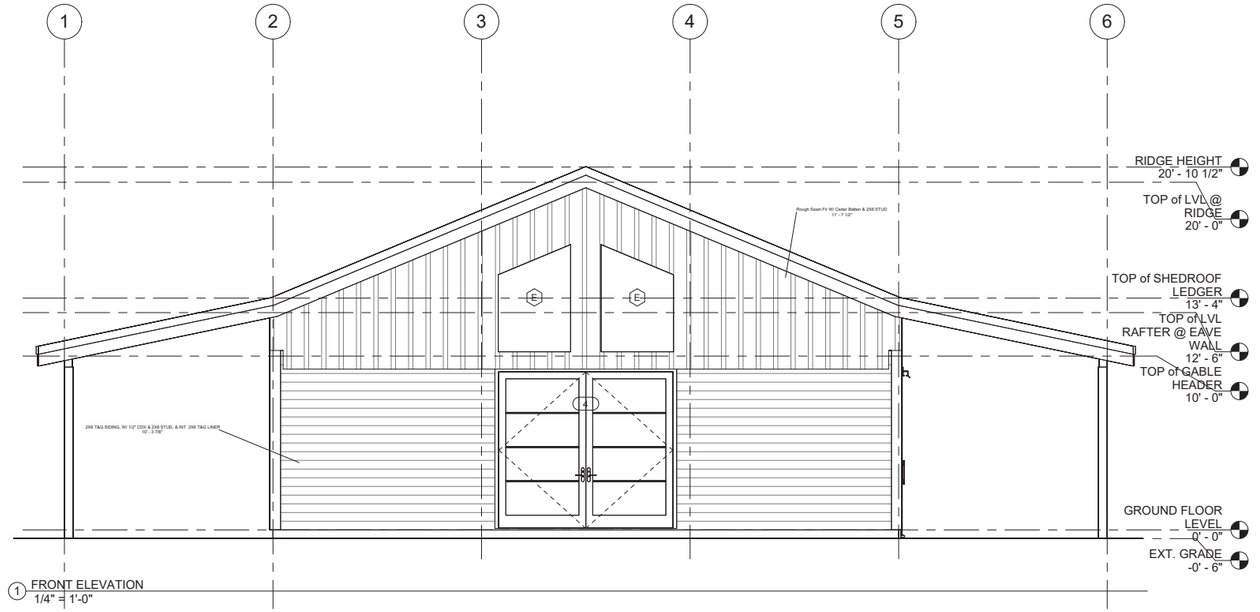
Roof Sheathing Per General Notes: Final Roofing Material Provided by Owner

Exterior Finishes
1/4" = 1'-0"

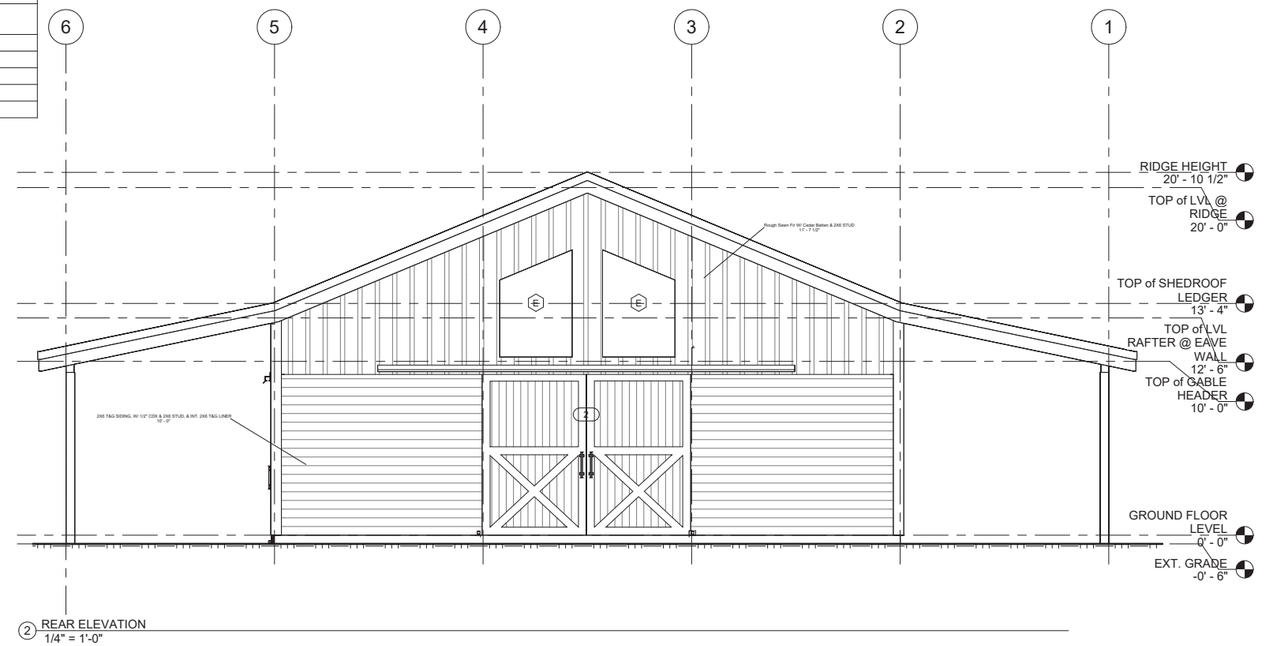
BPI Door Schedule						
Type Mark	Family and Type	Count	Rough Width	Rough Height	Comments	EXT. / INT.
1	(1) 6'3x9'4 T&G Breezeway Door: 6-3x9-4	1	6' - 0"	9' - 0"		EXT.
2	(2) 6'3x9'4 T&G Breezeway Door: STND 12'X9'.3"	1	12' - 0"	9' - 0"		EXT.
3	BP 4x7 Dutch Door: 48" x 84"	6	4' - 0"	7' - 0"		EXT.
4	Door-Exterior-Double-Full Glass-Wood_Clad: 60" x 80"	1	10' - 2"	9' - 1"	BY OWNER	EXT.
5	4x7 T&G Entry Door: 48" x 84"	1	4' - 0"	7' - 0"		INT.
6	Stall Door, Drop Down: Drop Down	3	4' - 0"	7' - 0"	COLOR : BLACK	INT.
7	Stall Door, Drop Down: REVERSE DOOR, Drop Down	3	4' - 0"	7' - 0"	REVERSE: COLOR : BLACK	INT.

BPI Window Schedule						
Mark	Family and Type	Sill Height	Count	Rough Width	Rough Height	Comments
A	Stall Front feeder: Stall Front feeder	4' - 0"	2	6' - 11"	3' - 1 1/2"	COLOR: BLACK
B	Stall Front feeder: Stall Front feeder Reverse	4' - 0"	2	6' - 11"	3' - 1 1/2"	REVERSE COLOR: BLACK
C	Stall Front feeder: Stall Front feeder Narrow	4' - 0"	1	6' - 5"	3' - 1 1/2"	COLOR: BLACK
D	Stall Front feeder: Stall Front feeder Narrow Reverse	4' - 0"	1	6' - 5"	3' - 1 1/2"	REVERSE COLOR: BLACK
E	fixed_trapezoidal_window: 36" x 48"	0' - 3"	4	4' - 0"	6' - 2"	BY OWNER

Barn Pros Items		
Mark	Type	Count
AA	STALL FOUNT II HEATED W/ SHROUD, NO WATER METER	6



1 FRONT ELEVATION
1/4" = 1'-0"



2 REAR ELEVATION
1/4" = 1'-0"

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PROFESSIONAL ENGINEER

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Green Mountain Falls, CO 80819
35582

SUBMITTALS

REVISIONS

EXTERIOR ELEVATIONS

Drawn by: DI
Approved by: OPERATIONS

A1.0

2x6 Douglas Fir T&G, Bottom (2) Boards P.T., with (3) 16d Nails Each End

Rough Sawn Fir with Cedar Battens, Flashing by Owner

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Bottom (1) board PT on interior walls

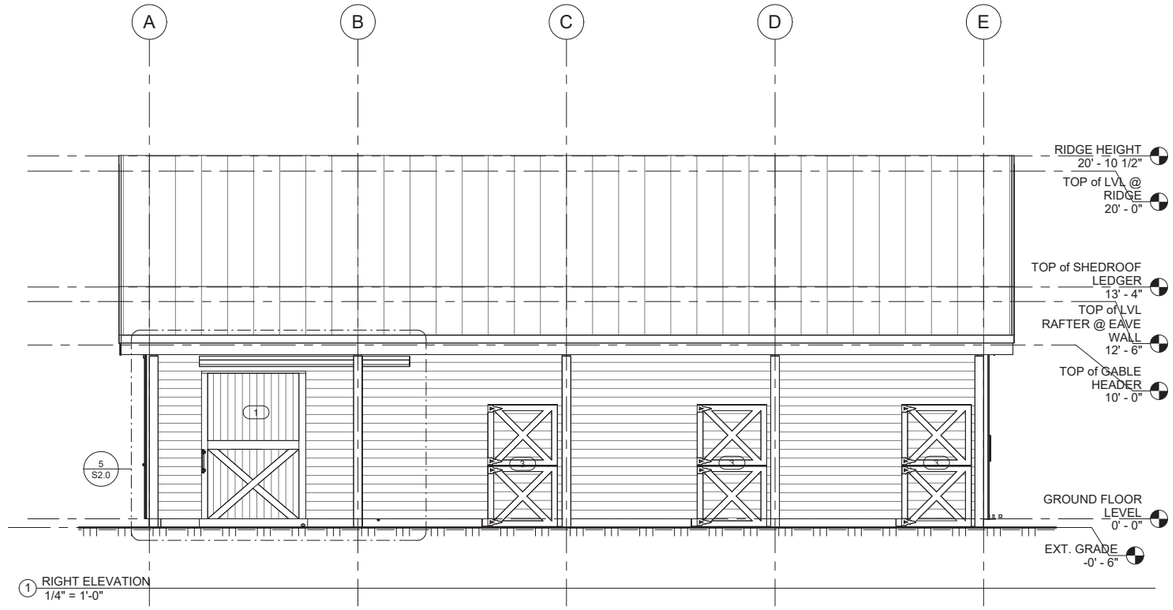
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Exterior Notes
1/4" = 1'-0"

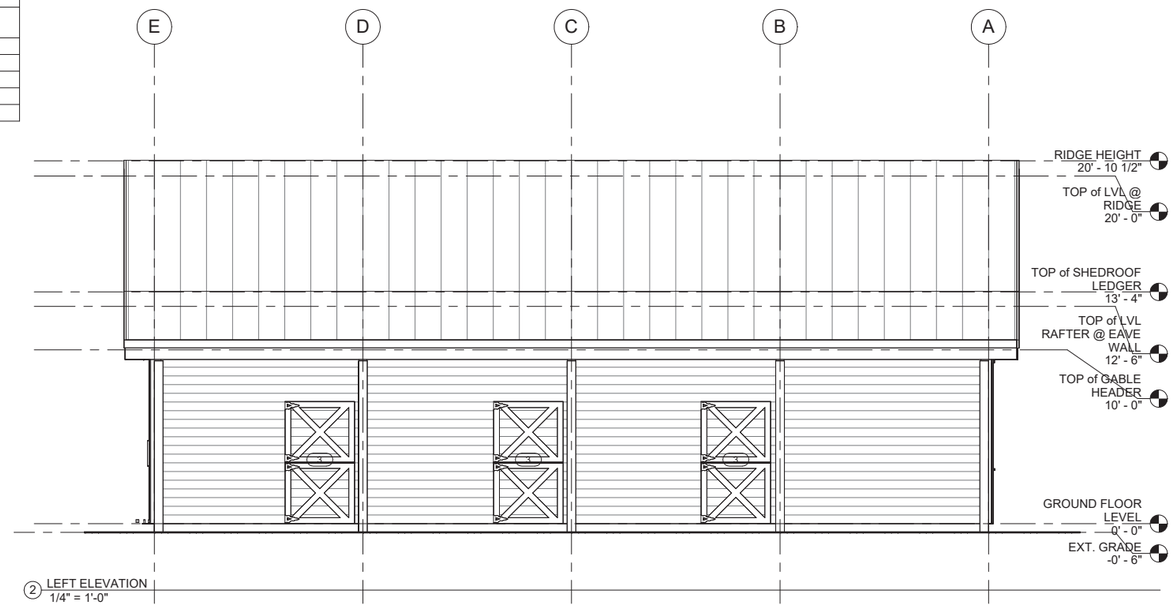
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3	BP 4x7 Dutch Door: 48" x 84"	6	4' - 0"	7' - 0"		EXT.
4	Door-Exterior-Double-Full Glass-Wood_Clad: 60" x 80"	1	10' - 2"	9' - 1"	BY OWNER	EXT.
5	4x7 T&G Entry Door: 48" x 84"	1	4' - 0"	7' - 0"		INT.
6	Stall Door, Drop Down: Drop Down	3	4' - 0"	7' - 0"	COLOR : BLACK	INT.
7	Stall Door, Drop Down: REVERSE DOOR, Drop Down	3	4' - 0"	7' - 0"	REVERSE: COLOR : BLACK	INT.

BPI Window Schedule						
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E	fixed_trapezoidal_window: 36" x 48"	0' - 3"	4	4' - 0"	6' - 2"	BY OWNER

Barn Pros Items		
Mark	Type	Count
AA	STALL FOUNT II HEATED W/ SHROUD, NO WATER METER	6



1 RIGHT ELEVATION
1/4" = 1'-0"



2 LEFT ELEVATION
1/4" = 1'-0"

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JAMIE MARIE GACA
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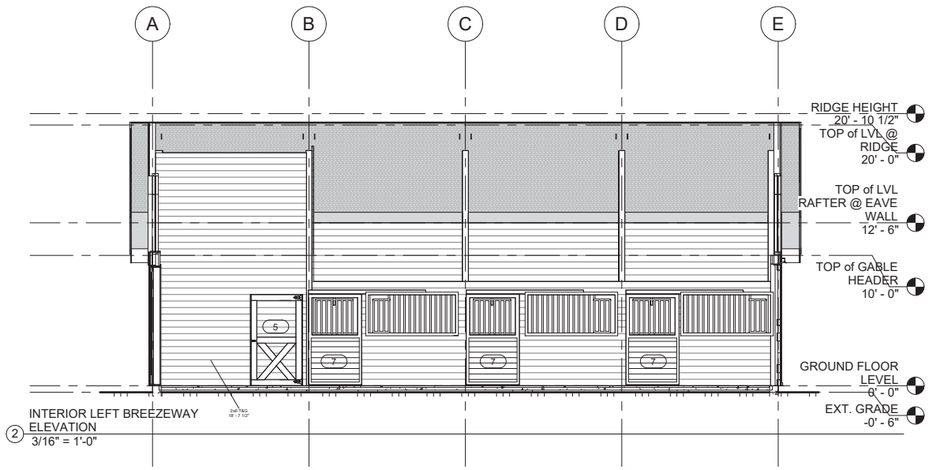
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REVISIONS

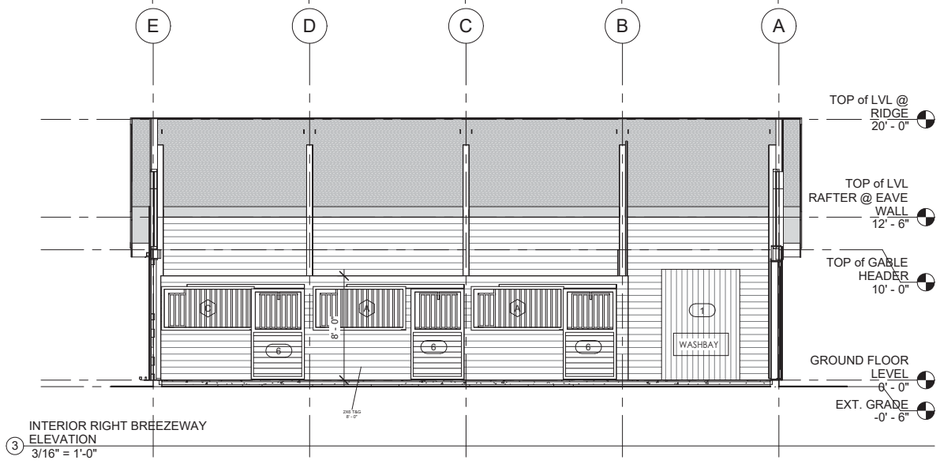
EXTERIOR ELEVATIONS

Drawn by: DI
Approved by: OPERATIONS

A1.1



2 INTERIOR LEFT BREEZEWAY ELEVATION
3/16" = 1'-0"



3 INTERIOR RIGHT BREEZEWAY ELEVATION
3/16" = 1'-0"

FOR NON STRUCTURAL ITEMS MANUFACTURED BY BARNS PROS PLEASE REFER TO THE INSTALLATION GUIDE FOR THAT SPECIFIC PROJECT. INSTALLATION GUIDES ARE PROVIDED IN THE PRE-CONSTRUCTION EMAIL AND ALWAYS AVAILIABLE FROM ANY BARN PROS REPRESENTATIVE. FEEL FREE TO REACH OUT TO US AT 866.844.2276

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3	BP 4x7 Dutch Door: 48" x 84"	6	4' - 0"	7' - 0"		EXT.
4	Door-Exterior-Double-Full Glass-Wood_Clad: 60" x 80"	1	10' - 2"	9' - 1"	BY OWNER	EXT.
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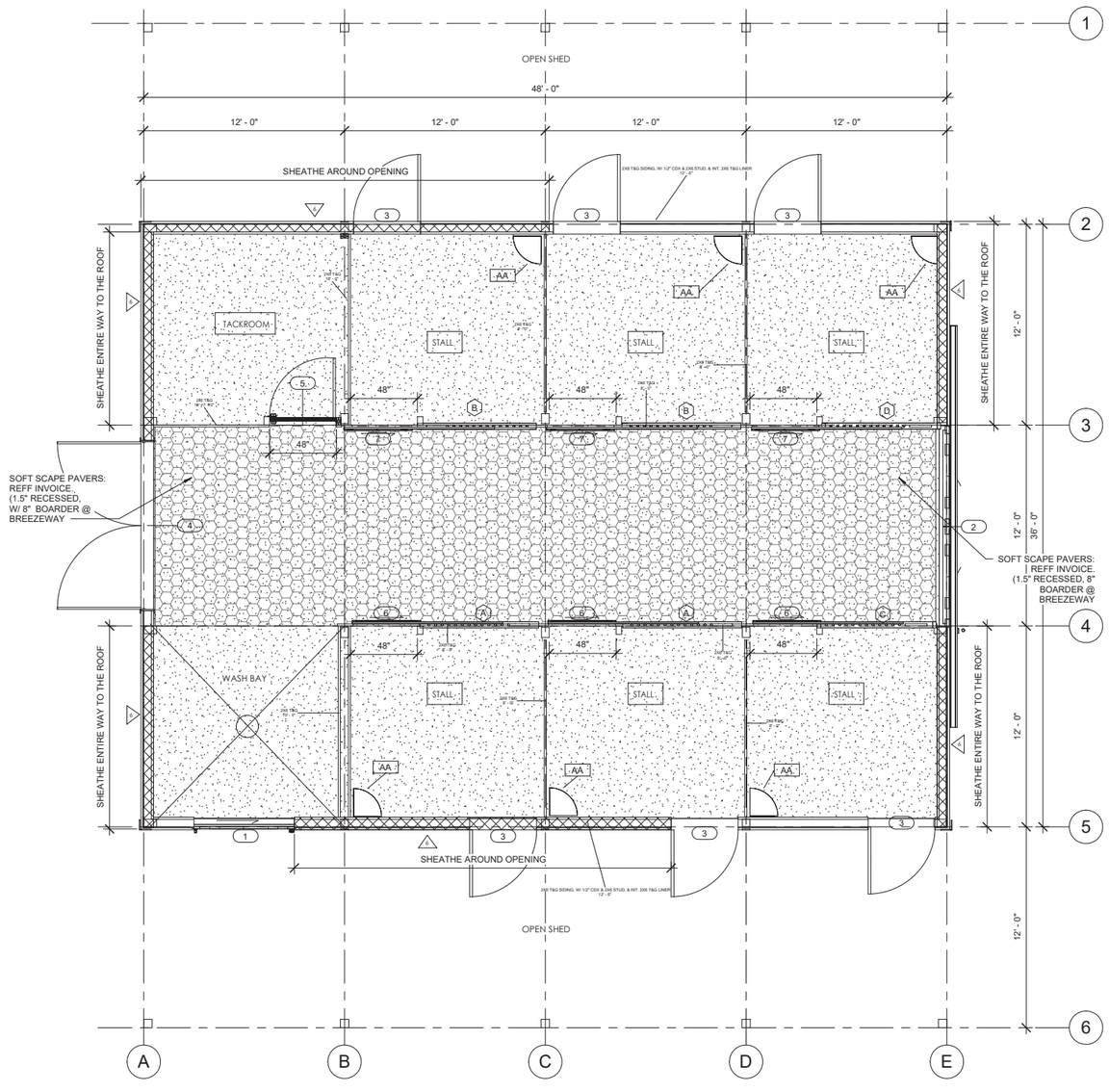
SHEARWALL SCHEDULE								
WALL TYPE	SILL ATTACHMENT		SHEATHING	EDGE NAILING	RIM	NOM. CAPACITY		NOTES
	WOOD	CONCRETE				SEISMIC	WIND	
6	16d @ 4" O.C.	5/8" @ 48" O.C.	7/16" OSB ON ONE SIDE	8d @ 6" O.C.	A35 @ 18" O.C.	260	365	
4	SDS25500@ 6" O.C.	5/8" @ 32" O.C.	7/16" OSB ON ONE SIDE	8d @ 4" O.C.	A35 @ 12" O.C.	380	533	
3a	SDS25500@ 6" O.C.	5/8" @ 24" O.C.	7/16" OSB ON ONE SIDE	8d @ 3" O.C.	A35 @ 8" O.C.	490	685	Footnotes a and b required
3b	SDS25500@ 4" O.C.	5/8" @ 16" O.C.	7/16" OSB ON ONE SIDE	10d @ 3" O.C.	A35 @ 6" O.C.	665	930	Footnotes a and b required
TYPICAL FIELD NAILING: 8d @ 12" O.C.								

SCHEDULE NOTES:
- Nails shall be common or galvanized box. Galvanizing shall be hot-dipped or tumbled.
- All shear panels are to be continuous between horizontal diaphragms (roof to floor, floor to floor, or floor to foundation).
- All framed shear walls shall be blocked at all panel edges.
- All Shear walls shall terminate on at least (1) full height stud. Additional studs or solid posts shall be installed as required for holddowns where they occur.
- 8d common nail shank=0.131", 16d sinker shank diameter = 0.148"
- All anchor bolts shall have 7" minimum embedment.

SHEAR WALL FOOTNOTES:
a. Studs and/or blocking at adjoining panel edges shall be 3x minimum and nails shall be staggered. Sill plates and top plates shall be 3x minimum.
b. 3x members may be substituted with (2) 2x members nailed together with 10d nails @ 4" O.C.

X DENOTES SHEAR WALL

4 SHEER WALL SCHEDULE
1/2" = 1'-0"



1 1ST FLOOR PLAN
1/4" = 1'-0"

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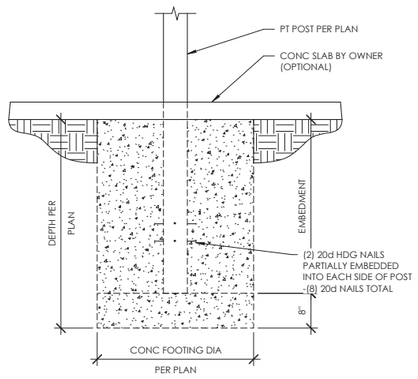
SUBMITTALS

REVISIONS

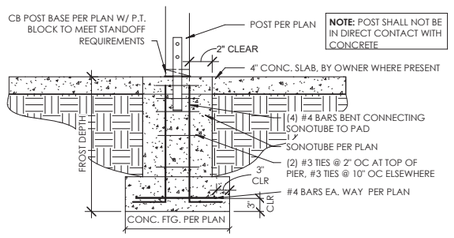
1ST FLOOR PLAN

Drawn by: DI
Approved by: OPERATIONS

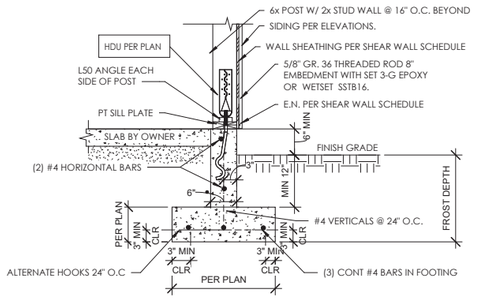
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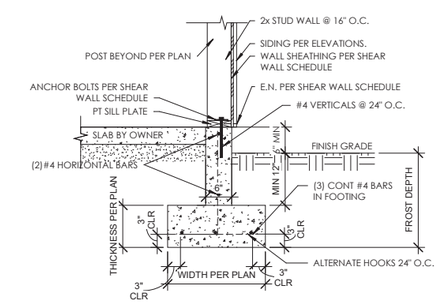
2 EMBEDDED POST FOOTING
3/4" = 1'-0"



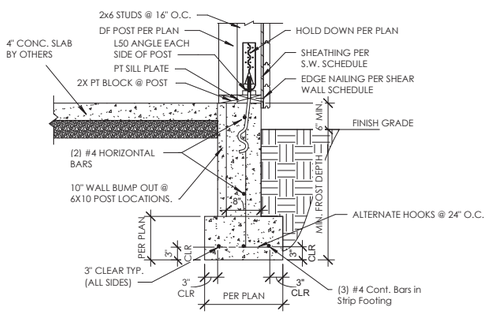
5 TYPICAL INTERIOR POST FOOTING
3/4" = 1'-0"



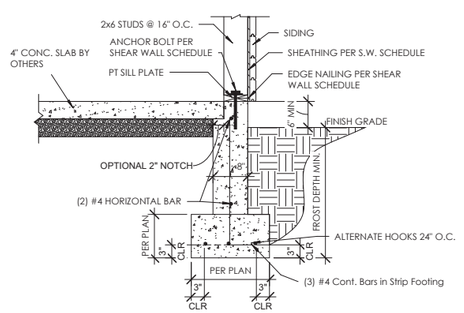
3 FOUNDATION AT POST W/ HDU
3/4" = 1'-0"



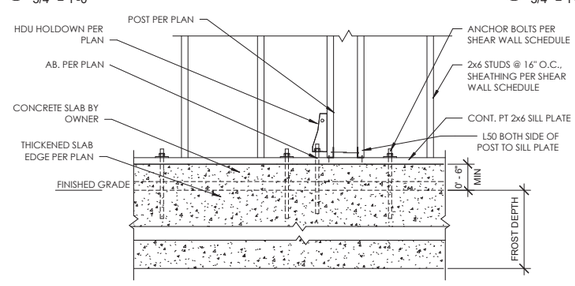
4 FOUNDATION AT WALL
3/4" = 1'-0"



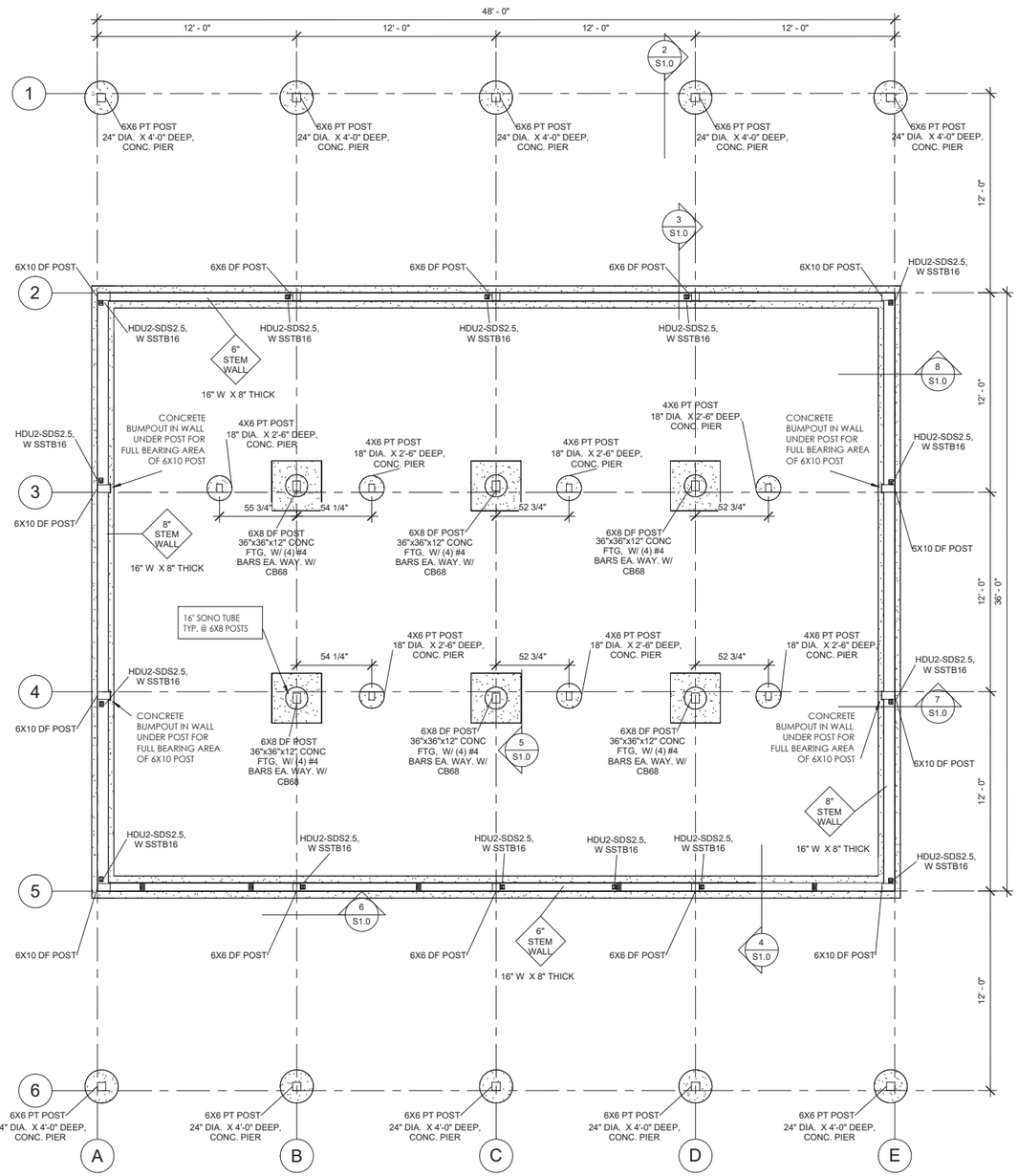
7 FOOTING AT 6X10 POST
3/4" = 1'-0"



8 FOOTING AT WALL
3/4" = 1'-0"



6 EXTERIOR POST @ WALL W/ HDU
3/4" = 1'-0"



1 FOUNDATION PLAN
1/4" = 1'-0"

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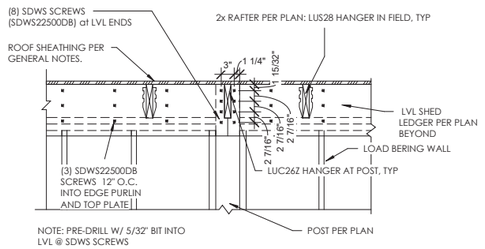
SUBMITTALS

REVISIONS

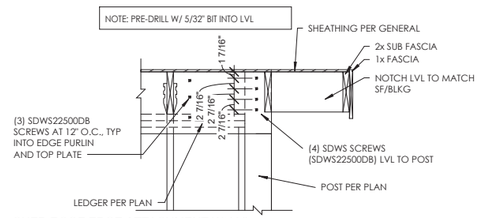
FOUNDATION PLAN

Drawn by: DI
Approved by: OPERATIONS

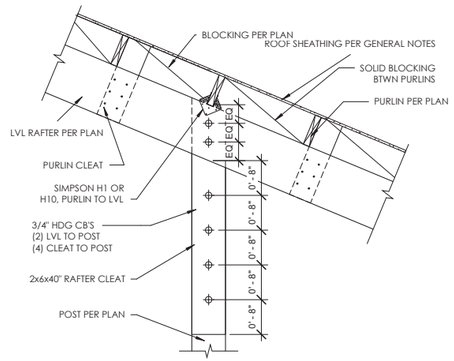
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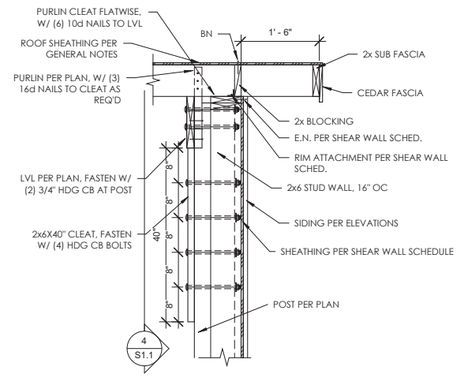
2 SHED LEDGER ATTACHMENT INT. POST
3/4" = 1'-0"



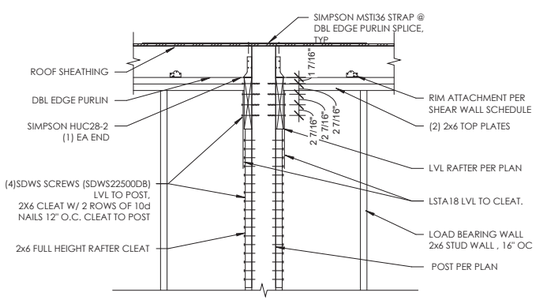
3 SHED ROOF EDGE ATTACHMENT W/ LVL OVERHANG
3/4" = 1'-0"



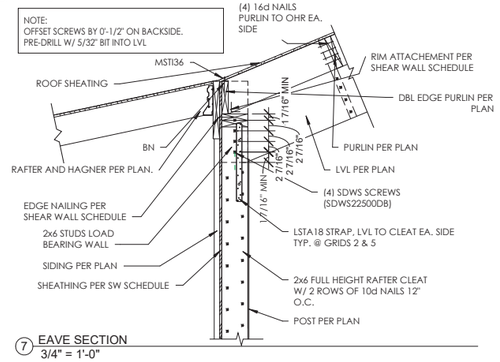
4 TYPICAL GABLE RAFTER CONNECTION
3/4" = 1'-0"



5 GABLE END @ LVL RAFTER
3/4" = 1'-0"



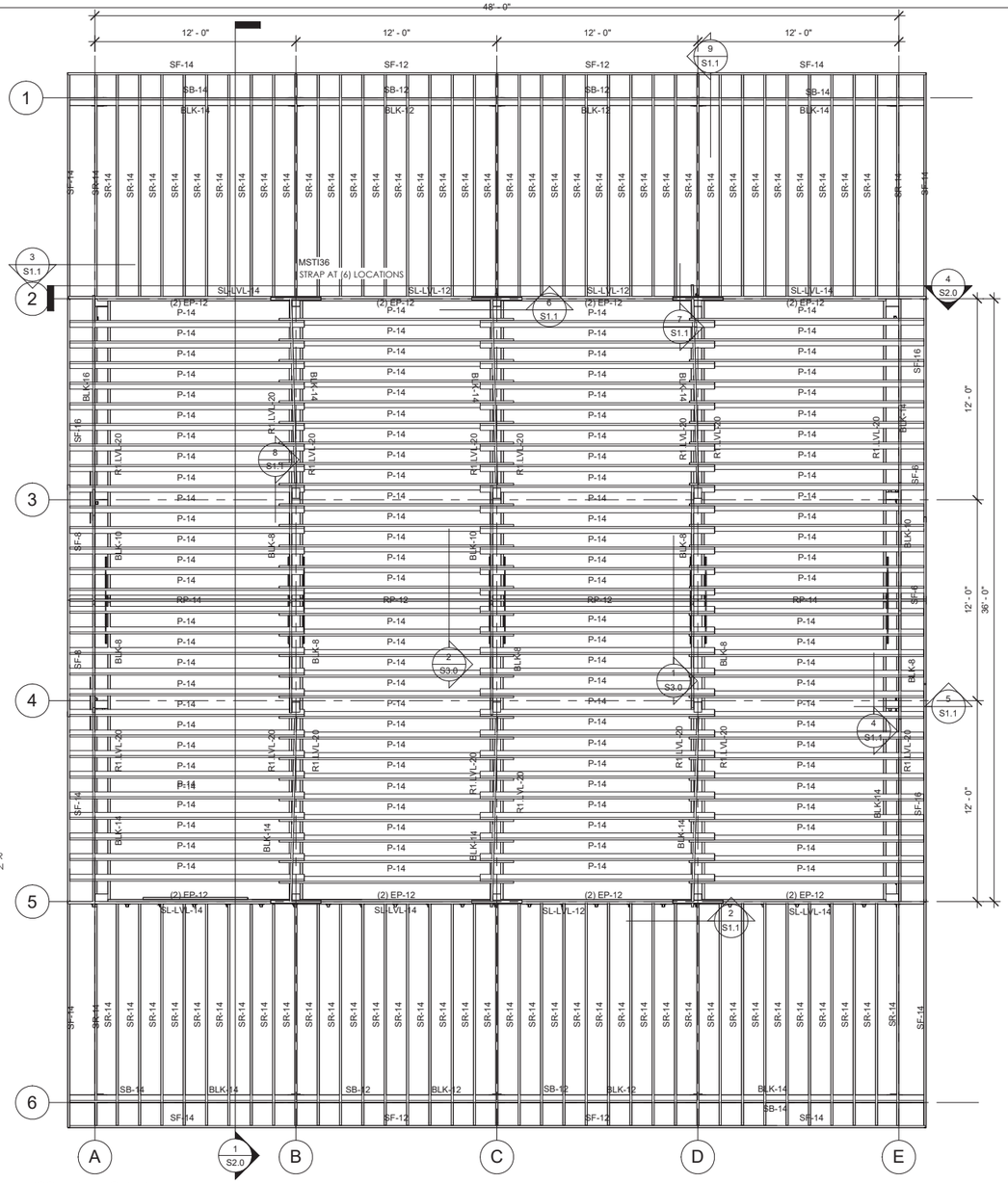
6 TYPICAL EDGE PURLIN CONNECTION
3/4" = 1'-0"



7 EAVE SECTION
3/4" = 1'-0"

8 TYPICAL RAFTER CONNECTION
3/4" = 1'-0"

9 SHED ROOF BEAM
3/4" = 1'-0"



1 ROOF FRAMING PLAN
1/4" = 1'-0"

ROOF FRAMING SCH.				
TAG	Type	STOCK LENGTH (FT.)	Comments	Level
BLK-8	2X10 BLOCKING	8		ROOF
BLK-10	2X10 BLOCKING	10		ROOF
BLK-12	2X10 BLOCKING	12		ROOF
BLK-14	2X10 BLOCKING	14		ROOF
BLK-16	2X10 BLOCKING	16		ROOF
EP-12	2X10 Edge Purlin	12		ROOF
H-12	2X10 Header	12		ROOF
H-14	2X10 Header	14		ROOF
P-14	2X10 Purlin	14	@ 16" O.C.	ROOF
PC-2	2x6 Purlin Cleat	2		ROOF
R1.LVL-20	1-3/4" X 11-7/8" 5-12 LVL Rafter	20		ROOF
RP-12	2X10 Ridge Purlin	12		ROOF
RP-14	2X10 Ridge Purlin	14		ROOF
SB-12	6X10 Shed Roof Beam	12		ROOF
SB-14	6X10 Shed Roof Beam	14		ROOF
SF-6	2X10 Sub Fascia	6		ROOF

ROOF FRAMING SCH.				
TAG	Type	STOCK LENGTH (FT.)	Comments	Level
SF-8	2X10 Sub Fascia	8		ROOF
SF-12	2X10 Sub Fascia	12		ROOF
SF-14	2X10 Sub Fascia	14		ROOF
SF-16	2X10 Sub Fascia	16		ROOF
SL-LVL-12	1-3/4" X 11-7/8" LVL Shed Ledger	12		ROOF
SL-LVL-14	1-3/4" X 11-7/8" LVL Shed Ledger	14		ROOF
SR-14	2x10 Shed Rafter	14	@ 16" O.C.	ROOF

Sheathing runs perpendicular to purlins,

All overhangs are 18" unless otherwise noted

Widows Peak extends 2' past overhang and is 5' laterally from each side of the peak

Roof Framing Notes
1/4" = 1'-0"

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Structural Only

COLORADO LICENSED
JAMIE MARIE GACH
PE.0053513
PROFESSIONAL ENGINEER

High Sierra 48
Green Mountain Falls Foundation, -
Stroope,
10325 Hwy 24
Green Mountain Falls, CO 80819
35582

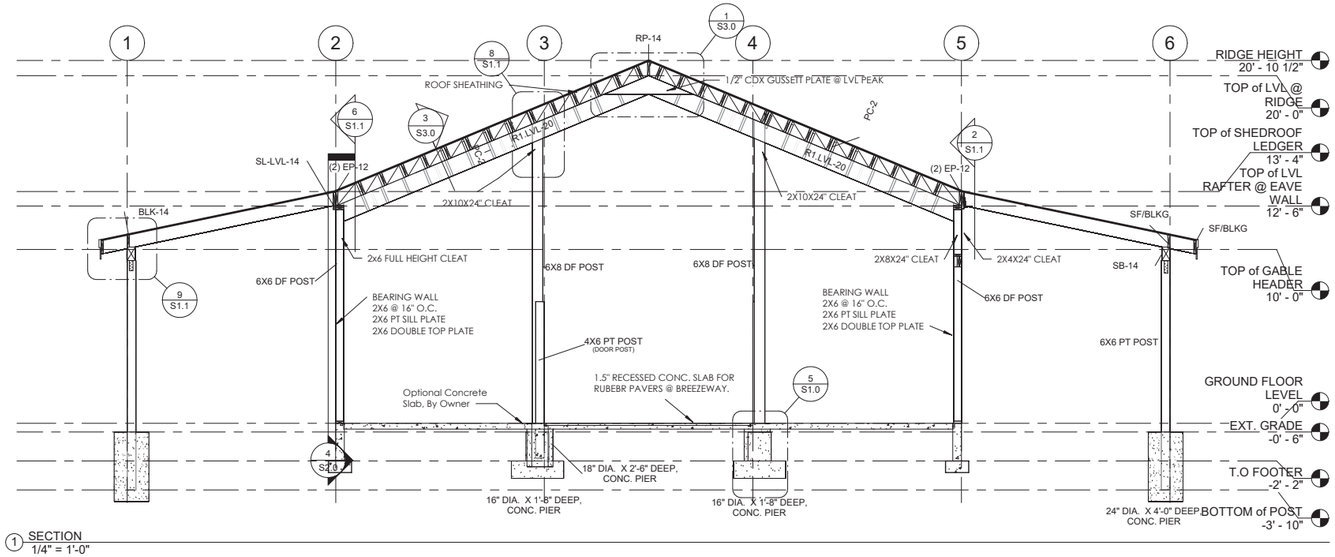
SUBMITTALS

REVISIONS

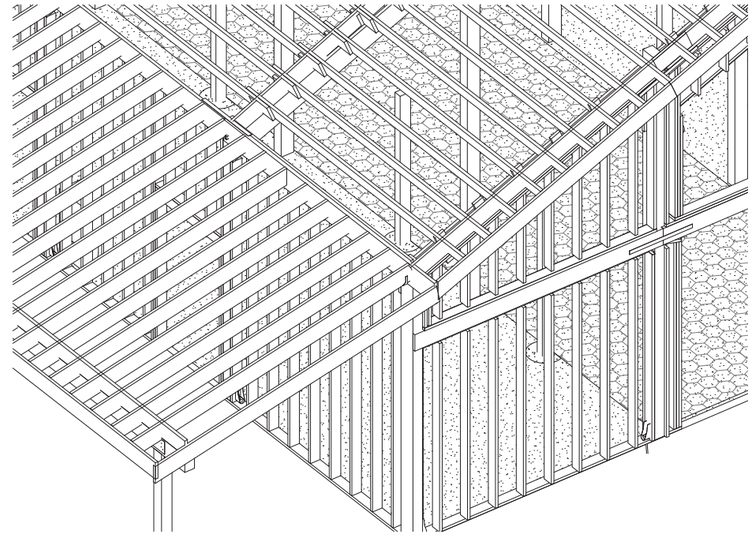
ROOF FRAMING PLAN

Drawn by: DI
Approved by: OPERATIONS

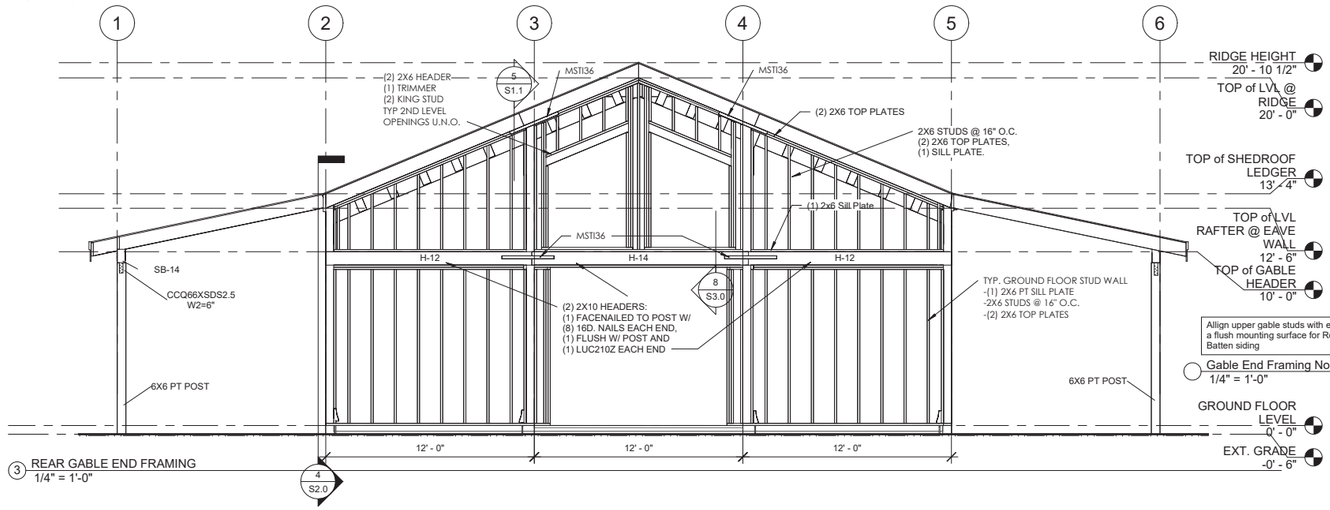
S1.1



1 SECTION
1/4" = 1'-0"



2 ISOMETRIC ROOF FRAMING

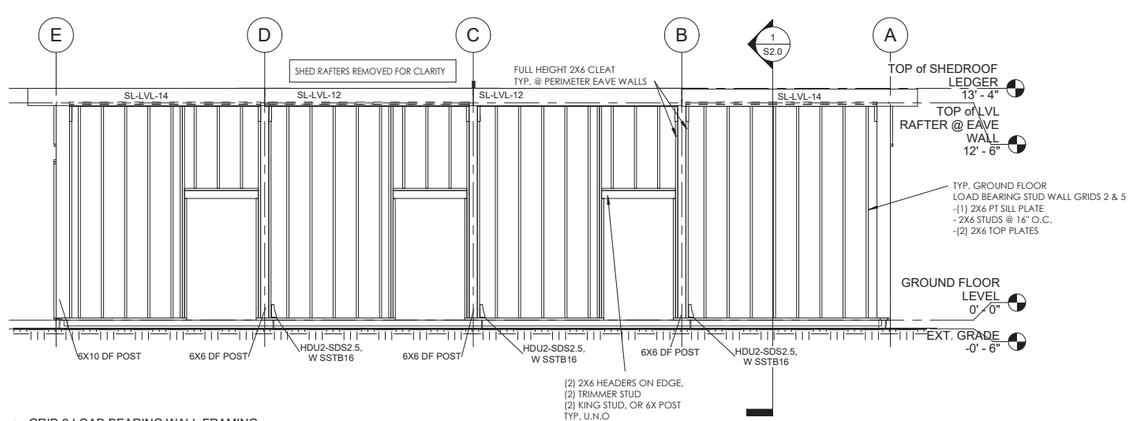


3 REAR GABLE END FRAMING
1/4" = 1'-0"

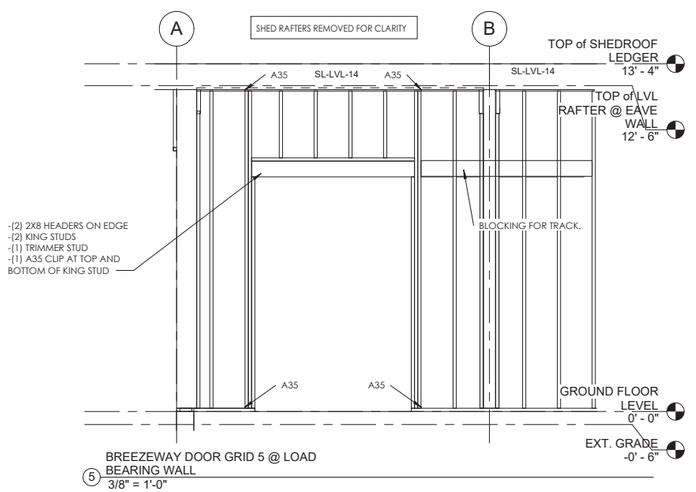
Allign upper gable studs with exterior 2x10 header to create a flush mounting surface for Rough Sawn and Batten siding

Gable End Framing Notes
1/4" = 1'-0"

ROOF FRAMING SCH.				
TAG	Type	STOCK LENGTH (FT.)	Comments	Level
BLK-8	2X10 BLOCKING	8		ROOF
BLK-10	2X10 BLOCKING	10		ROOF
BLK-12	2X10 BLOCKING	12		ROOF
BLK-14	2X10 BLOCKING	14		ROOF
BLK-16	2X10 BLOCKING	16		ROOF
EP-12	2X10 Edge Purlin	12		ROOF
H-12	2X10 Header	12		ROOF
H-14	2X10 Header	14		ROOF
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SF-12	2X10 Sub Fascia	12		ROOF
SF-14	2X10 Sub Fascia	14		ROOF
SF-16	2X10 Sub Fascia	16		ROOF
SL-LVL-12	1-3/4" X 11-7/8" LVL Shed Ledger	12		ROOF
SL-LVL-14	1-3/4" X 11-7/8" LVL Shed Ledger	14		ROOF
SR-14	2x10 Shed Rafter	14	@ 16" O.C.	ROOF



4 GRID 2 LOAD BEARING WALL FRAMING
1/4" = 1'-0"



5 BREEZEWAY DOOR GRID 5 @ LOAD
BEARING WALL
3/8" = 1'-0"

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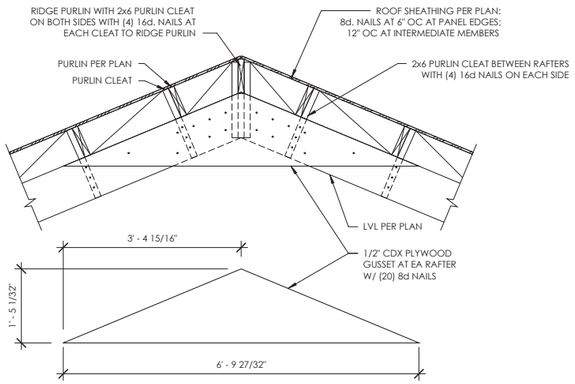
SUBMITTALS

REVISIONS

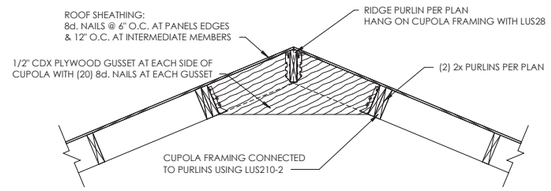
SECTION & ISOMETRIC VIEWS

Drawn by: DI
Approved by: OPERATIONS

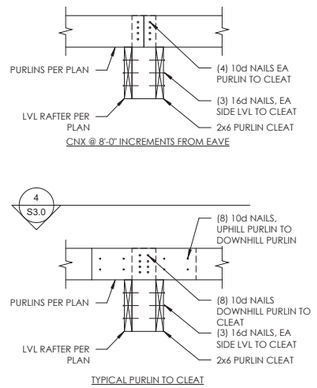
S2.0



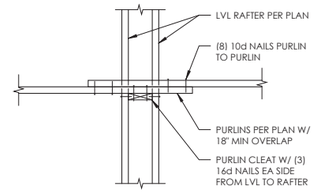
1 RIDGE & GUSSET @ 5:12
3/4" = 1'-0"



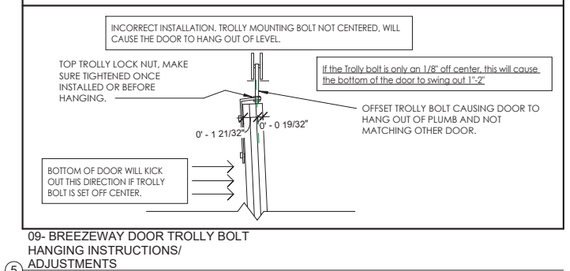
2 CUPOLA CONNECTION @ RIDGE
3/4" = 1'-0"



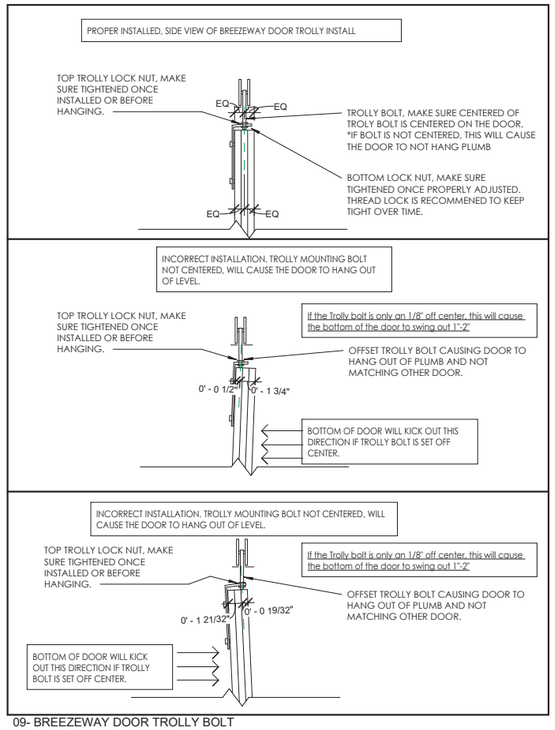
3 PURLIN CONNECTIONS
3/4" = 1'-0"



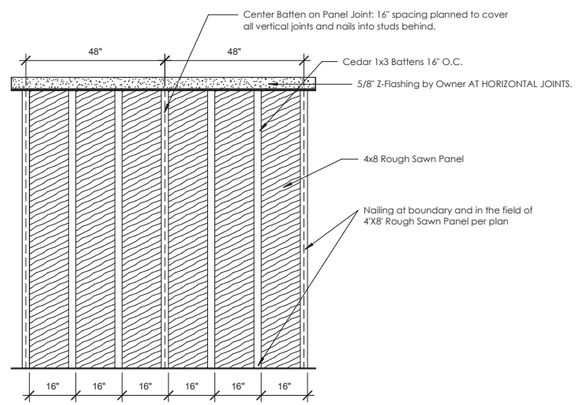
4 PURLIN CONNECTION PLAN VIEW
3/4" = 1'-0"



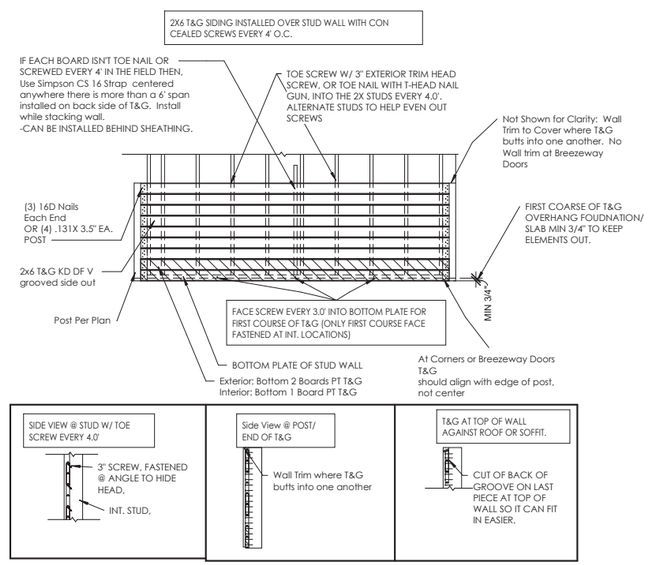
8 GABLE END @BREEZEWAY DOOR HEADER
3/4" = 1'-0"



09- BREEZEWAY DOOR TROLLY BOLT HANGING INSTRUCTIONS/ ADJUSTMENTS
5 1 1/2" = 1'-0"



6 ROUGH SAWN WITH 16" O.C. BATTENS.
1/2" = 1'-0"



7 2X6 T&G INSTALLED OVER STUDS
3/8" = 1'-0"

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SUBMITTALS

REVISIONS

STRUCTURAL DETAILS

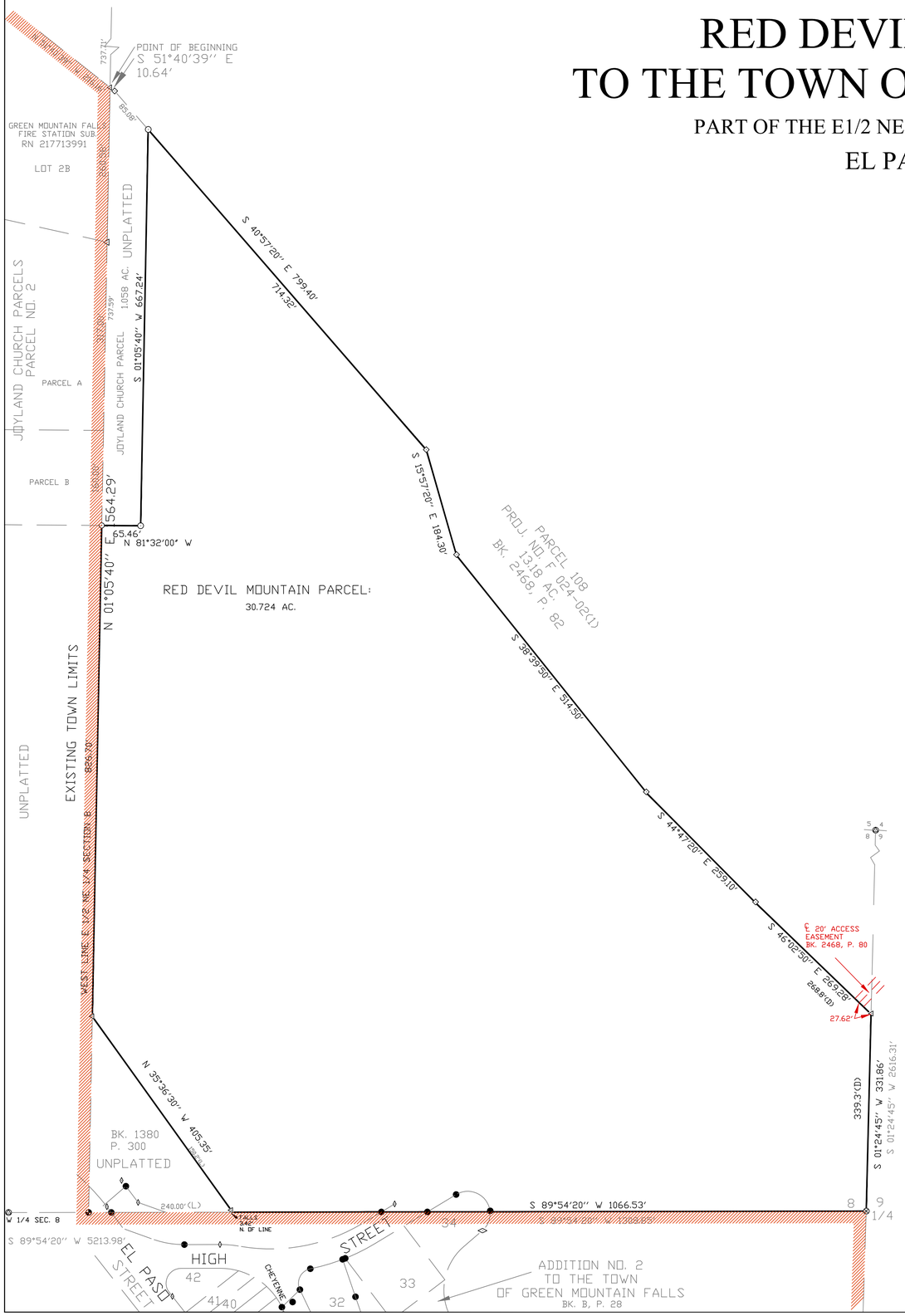
Drawn by: DI
Approved by: OPERATIONS

S3.0

ANNEXATION PLAT
RED DEVIL MOUNTAIN PARCEL
TO THE TOWN OF GREEN MOUNTAIN FALLS

PART OF THE E1/2 NE 1/4 SECTION 8, T.13S., R .68W. OF THE 6TH P.M.

EL PASO COUNTY, COLORADO



N

100 0 100 200 300

Scale 1" = 100'

LEGEND:

- ○ SET YELLOW #9853 CAP ON #4 REBAR
- ⊙ FOUND BLM BRASS CAP PER MON RECORD 1937
- ⊗ FOUND 2" AL. CAP, #26962, 2002
- ⊕ FOUND BENT 1" PIPE - NOT ACCEPTED
- ◇ FOUND CDOT 1-1/4" AL. CAP, ILLEGIBLE
- ◁ FOUND RED #26965 CAP ON #4 REBAR
- ● FOUND YELLOW #9853 CAP ON #4 REBAR
- ◊ FOUND #4 REBAR

Be it known by all:

That, Green Mountain Falls Foundation, LLC, being the owner of the following described tract of land:

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

The undersigned further agrees to understand that the annexation of said described territory is subject to and will comply with all Ordinances and Resolutions of the Town of Green Mountain Falls regarding the extension and installation of utilities, the furnishing of water, subdivision regulations and drainage requirements.

In witness whereof:

The aforementioned Green Mountain Falls Foundation, LLC has executed these presents this _____ day of _____, 20___, A.D.

_____
Elizabeth Eickman, Director
Green Mountain Falls Foundation, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

State of)
) SS
County of)

The foregoing instrument as acknowledged before me this _____ day of _____, 20___, A.D., By Elizabeth Eickman

Witness my had and seal

_____
Notary Public
My commission expires:

Filing approvals:

The Annexation Plat of "Red Devil Mountain Parcel" to the Town of Green Mountain falls, El Paso County, Colorado, is hereby approved for filing.

Know all men by these presents:

Pursuant to an Ordinance made and adopted by the Town of Green Mountain Falls, El Paso County, Colorado, on the _____ day of _____, 20___, A.D.

Attest: _____ by: _____
Matthew Gordon, Town Clerk — Jane Newberry, Mayor

Surveyor's certification:

The undersigned registered land surveyor in the state of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accurately shows the described tract of land, and subdivision thereof, and that the requirements of title 38 of the Colorado Revised Status, 1973, as amended, have been met to the best of his knowledge and belief.

_____
OLIVER E. WATTS COLO. PE-LS 9853 date
For and on behalf of OLIVER E. WATTS, CONSULTING ENGINEER, INC.

Notes:

1. The percentage of property contiguous to the town limits of Green Mountain Falls is 26.3%.

2. As shown hereon, at least one-sixth (1/6th) of the boundary of the property is contiguous with the boundary of the Town limits of the Town of Green Mountain Falls.

3. Title Information was provided by the Client as follows:
Parcel 1 Highway 24, Green Mountain Falls, CO 80819
Historic Green Mountain Falls Foundation, LLC., an Oklahoma limited liability company
Title Company: Fidelity National Title Company
File Number: 570-F0639528-370-CSG, Amendment No. 1
Effective Date: July 8, 2019
This Survey does not constitute a Title search or opinion.

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

5. Bearings are based on the record bearing of N 01°05'40" E, for the West line of the East Half of the Northeast Quarter of Section. 8, Township 13 South, Range 68 West of the 6th P.M.

State of Colorado)
) SS
County of El Paso)

I hereby certify that this instrument was filed for recorded in my office at _____ o'clock __.m., this _____ day of _____, 20___, and is duly recorded at Reception no._____ of the Records of El Paso County, Colorado.

Chuck Broerman
Clerk and Recorder

By: _____
Deputy

Fee: _____

Prepared by the office of:
Oliver E. Watts Consulting Engineer, Inc.
614 Elkton Drive Colorado Springs, CO 80907
719-593-0173
olliewatts@aol.com
Celebrating over 41 years in business

2-17-21

OLIVER E. WATTS CONSULTING ENGINEER COLORADO SPRINGS 1-22-2020 OEW 18-5126-10

Chuck Broerman
03/26/2021 03:07:45 PM
Doc $0.00 9
Rec $53.00 Pages
El Paso County, CO
221060681

ANNEXATION AGREEMENT

Red Devil Mountain Parcel

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this ___ day of January, 2021 (the "Effective Date") by and between the Town of Green Mountain Falls, a Colorado municipality with an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), and Historic Green Mountain Falls Foundation, LLC of the Kirkpatrick Family Fund, an affiliated fund of the Oklahoma City Community Foundation, with an address of 1001 North Broadway, Oklahoma City, Oklahoma 73102 ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Historic Green Mountain Falls Foundation, LLC is the owner of certain real property known as the Red Devil Mountain Parcel located in unincorporated El Paso County and more particularly described in **Exhibit A,** attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Owner desires to have the Property annexed to the Town; and

WHEREAS, the Town wishes to annex the Property into the Town upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Green Mountain Falls Municipal Code, as amended, and other applicable law.

3. Water and Sewer Service. The Town does not currently provide water or wastewater services within the Town. If at the time of development of the Property, the Town provides water or wastewater services capable of serving the Property, the Property shall connect to such services in accordance with the Town's regulations in effect at the time at the sole expense of Owner and the construction and extension of any such necessary lines and associated infrastructure shall be constructed in accordance with Town standards and specifications. Owner shall further be required to acquire at its own expense and dedicate to the Town, in a form acceptable to the Town in the Town's sole judgment, easements necessary to provide for the location of water and wastewater distribution, collection and transmission lines and related facilities serving the planned development on the Property.

4. Drainage. Owner is responsible for all erosion control and management of drainage from the Property. Individual drainage plans shall be prepared and submitted by Owner to the Town and approved by the Town Engineer prior to approval of any building permit. The area addressed

by each individual drainage plan shall be established by the Town Engineer at the time of building permit application and shall be sufficient to cover the impacts to drainage and erosion, both on and off-site, if applicable, caused by the development to which the building permit is issued. If determined by the Town Engineer to be necessary, such drainage plans shall include the construction of facilities for the safe discharge of all surface and subsurface water into a drainage conveyance facility. Owner shall be solely responsible for the construction, designs, and costs of all drainage improvements included in the drainage plans. Construction of all drainage improvements in each drainage plan shall be completed as set forth in a separate improvements agreement, which shall be entered into by the Parties prior to issuance of a building permit for any development on the Property. Owner shall incorporate each individual drainage plan into a Master Development Drainage Plan which shall be prepared and submitted by Owner to the Town and approved by the Town Engineer prior to Prior to Owner performing any road mitigation work.

5. Trail Easement and Improvements.

a. Owner shall construct and grant a 25-year public trail easement at least 30 feet in width, to the Town, in a form acceptable to the Town in its sole judgment, for a new trail to be known as the Pittman Trail (the "Pittman Trail") to cross the Property from an access point near Gazebo Lake, over Red Devil Mountain, and down to the site of the former Joyland Church. Owner shall consult with the Town Parks, Recreation, and Trails Advisory Committee for the design, layout, and signage of the Pittman Trail prior to dedication of the easement.

b. Owner shall construct and grant a 25-year public trail easement at least 30 feet in width, to the Town, in a form acceptable to the Town in its sole judgment, for a new access trail (the "access trail") to cross the Property from an access point near El Paso Street to the site of Owner's proposed art installation. Owner shall consult with the Town Parks, Recreation, and Trails Advisory Committee for the design, layout, and signage of the access trail prior to dedication of the easement.

c. Owner shall be solely responsible for maintenance of the Pittman Trail and the access trail. On or before June 1, 2021, Owner shall prepare and submit to the Town, and the Town shall approve, a comprehensive and professionally reviewed Trail Management Plan for all public trails, including without limitation the Pittman Trail and access trail. At a minimum, the Trail Management Plan shall specify the maintenance and construction standards and schedules for the trails, trail use policies and safety standards for public users, and policies for reducing the environmental impact of the trails on and near sensitive resources, habitats, riparian areas, and native and special-status plant and animal species. The Trail Management Plan shall also include provisions for parking planning, impacts, and traffic management. The Trail Management Plan shall be updated annually, with Owner providing the Town with qualitative and quantitative user information sufficient to evaluate impacts on the Town caused by the development of the Property. Such information shall be provided to the Town by Owner by January 30 of each year, beginning in 2022. Thereafter, the Trail Management Plan shall be updated to address and mitigate these impacts and any required improvements or management steps under the Plan shall be implemented by June 1 of that same year.

d. The Pittman Trail and access trail shall be open to the public at no charge, and shall remain open to the public during hours established in the Trails Management Plan. Owner may temporarily close the trails for maintenance, unsafe conditions, or for publicly noticed and scheduled private events, with notice provided for closures as established in the Trails Management Plan.

6. Public Art Improvements. Owner shall be responsible for the cost of design and construction of all public art improvements on the Property. The public art improvements shall be open to the public at no charge.

7. Public Restroom Improvements. Owner shall be responsible for the cost of design and construction of all public restroom improvements on the Property, as deemed necessary to meet demand as set forth in the Trail Management Plan, as amended and updated. At a minimum, Owner shall be responsible for the design and construction of one permanent restrooms on the Property located near the public art installation. The number of stalls shall be suitable to serve the projected visitors to the Property unless additional restrooms are constructed, and the restroom shall comply with the accessibility and construction requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101 (the "ADA") for required accessibility. A temporary restroom installation is acceptable until a permanent public restroom structure is built, however, a permanent public restroom shall be in place no later than May 30, 2022. Notwithstanding the foregoing, the permanent restroom must be functional prior to the public opening of the Pittman Trail or access trail. Unless otherwise provided by separate agreement of the Parties, restroom maintenance shall be the sole responsibility of Owner.

8. Parking Improvements. As part of the Trail Management Plan, on or before June 1, 2021, Owner shall prepare and submit to the Town, and the Town shall approve, a comprehensive and professionally reviewed Parking Plan to include without limitation maps, signage, and number of spaces at all dedicated locations. Owner shall be responsible for the cost of design and construction of all public and private parking improvements on the Property sufficient to meet demand for usage, as determined necessary by the Trails Management Plan, as amended and updated. All on-site parking shall be incorporated into the Town's paid parking program by a separate parking management agreement, which shall include terms regarding parking rates and revenue sharing. Owner shall not charge a fee for parking except in accordance with the Town's parking program and the applicable parking management agreement. Unless otherwise provided by separate agreement of the Parties, parking lot maintenance, snow removal, and trash removal shall be the responsibility of Owner.

9. Maintenance Plan. As part of the Trail Management Plan, on or before June 1, 2021, Owner shall prepare and submit to the Town, and the Town shall approve, a comprehensive and professionally reviewed Maintenance Plan for all public trails, art installations, restrooms, and other public improvements. The Maintenance Plan shall consider the need for public safety and the impacts of the public on the Property for matters such as trash and debris removal and preservation and conservation of open space. The Maintenance Plan shall provide a clear narrative of how Owner shall maintain the Property and the publicly accessible improvements to best serve the public and meet the continuing goals of the Public Lands District for the Red Devil Mountain Parcel. Once approved, the Maintenance Plan shall be binding upon Owner and shall be

enforceable by the Town. The Maintenance Plan is in addition to any other required plan under this Agreement, including without limitation, the Trail Management Plan.

10. Traffic Study. As part of the Trail Management Plan, on or before June 1, 2021, Owner shall prepare and submit to the Town a comprehensive and professionally prepared Traffic Study addressing the anticipated impacts of the proposed development of the Property to traffic safety, congestion, current and proposed levels of service, and access to and from downtown Green Mountain Falls. Owner shall mitigate the negative impacts on traffic congestion caused by development of the Property as identified in the Traffic Study, to the satisfaction of the Town as a condition of the Town's approval of Owner's development plan.

11. Road Improvements. Owner shall be responsible for the cost of design and construction of all public or private access improvements, including without limitation the construction and design of new or improved streets, roads, and driveways, to and from the Property as needed for any such road to comply with the Town's current standards and specifications. At the time any such new or improved public street, road, or driveway is requested by Owner or initiated by the Town to serve the Property, Owner shall reimburse the Town its proportional cost for the extension of such service and conferral of such benefit upon the Property within 90 days of written request from the Town made after the improvements are complete. The decision whether to extend or improve any such public access improvement shall be at the sole discretion of the Town. Any road improvements dedicated to and accepted by the Town shall be maintained by the Town at the Town's sole expense.

12. Wildfire Mitigation. Owner shall cooperate and consult with the Green Mountain Falls Marshal, the Green Mountain Falls/Chipeta Park Fire Protection District, and the Town Fire Mitigation Advisory Committee to form a Wildfire Mitigation and Prevention Plan for the Property and shall promptly comply with such wildfire mitigation and prevention measures, which shall include the management of vegetation and wildfire fuels on the Property.

13. Zoning and Development.

a. Owner hereby consents to the zoning of the Property as Public Lands District (PL), as defined by §16-314 of the Green Mountain Falls Municipal Code. Large animal grazing shall be allowed, which shall preserve open space viewsheds and provide an opportunity for education and rehabilitation.

b. Owner may only develop the Property in accordance with this Agreement, Town ordinances and regulations and other applicable law.

c. Rezoning shall conform to the Master Plan and the Town's Master Plan in existence at the time of application for rezoning. Rezoning may occur prior to actual development on the site.

14. Vested Rights. Upon annexation, Owner waives any prior vested property rights that may have been acquired in El Paso County and acknowledges that this Agreement creates no new vested rights.

15. Remedies. Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include without limitation the following:

a. The refusal to issue any building permit or certificate of occupancy.

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.

c. A demand that the security given for the completion of the public improvements be paid or honored.

d. A demand for reimbursement of the cost of any maintenance work performed by the Town on any of the trails or improvements specified in this Agreement, so long as notice to cure was provided to Owner and Owner failed to cure any such maintenance obligation within 24 hours of receiving such notice.

e. The initiation of an action for public nuisance.

f. Any other remedy available at law.

16. Authority of the Town. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants.

a. Owner acknowledges that the annexation and subsequent zoning of the Property are subject to the legislative discretion of the Board of Trustees of the Town of Green Mountain Falls. No assurances of annexation or zoning have been made or relied upon by Owner.

b. In the event that the Town of Green Mountain Falls Board of Trustees, in the exercise of its legislative discretion, does not take any action with respect to the Property required herein, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by Owner, or disconnection from the Town in accordance with state law, as may be appropriate.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Owner, its successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of the Property, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk and Recorder of El Paso County, Colorado, at Owner's expense.

18. Indemnification. Owner agrees to indemnify and hold harmless the Town and the Town's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including reasonable attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the Town in order to effectuate the annexation of the

Property, or which are in any manner connected with the Town's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the Town's option to pay the reasonable attorney's fees for defense counsel of the Town's choice for any such liability, claims, or demands, which arise out of or are in any manner connected with the annexation of the Property.

19. Termination. If the zoning as set forth herein is not approved by the Town, or if the annexation of the Property is not completed, then this Agreement shall be null and void and of no force and effect whatsoever.

20. Miscellaneous.

a. Governing Law and Venue. 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, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.

e. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. Modification. This Agreement may only be modified upon written agreement of the Parties.

h. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, 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, attorneys or employees.

j. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is

subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

TOWN OF GREEN MOUNTAIN FALLS, COLORADO

Jane Newberry, Mayor

ATTEST:

Matthew Gordon, Town Clerk

HISTORIC GREEN MOUNTAIN FALLS FOUNDATION, LLC

By: Elizabeth Eickman

STATE OF ~~COLORADO~~ Oklahoma)
) ss.
COUNTY OF Oklahoma)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 5th day of March, 2021, by Elizabeth Eickman as Director of Historic Green Mountain Falls Foundation, LLC.

My commission expires: 9/13/2021

(SEAL)

HELGA ANGLIN
Notary Public
State of Oklahoma
Commission # 13008472 Expires 09/13/21

Helga Anglin
Notary Public

EXHIBIT A
Red Devil Mountain Parcel

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°005'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N0l°005'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

Chuck Broerman
03/26/2021 03:03:36 PM
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El Paso County, CO
221060671

ANNEXATION AGREEMENT

Joyland Church Parcels

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this ___ day of January, 2021 (the "Effective Date") by and between the Town of Green Mountain Falls, a Colorado municipality with an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), and Green Mountain Road, LLC with an address of 1001 W. Wilshire Boulevard, Oklahoma City, Oklahoma 73116 ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Green Mountain Road, LLC is the owner of certain real property known as the Joyland Church Parcel located in unincorporated El Paso County and more particularly described in **Exhibit A,** attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Owner desires to have the Property annexed to the Town; and

WHEREAS, the Town wishes to annex the Property into the Town upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Green Mountain Falls Municipal Code, as amended, and other applicable law.

3. Water and Sewer Service. The Town does not currently provide water or wastewater services within the Town. If at the time of development of the Property, the Town provides water or wastewater services capable of serving the Property, the Property shall connect to such services in accordance with the Town's regulations in effect at the time at the sole expense of Owner and the construction and extension of any such necessary lines and associated infrastructure shall be constructed in accordance with Town standards and specifications. Owner shall further be required to acquire at its own expense and dedicate to the Town, in a form acceptable to the Town in the Town's sole judgment, easements necessary to provide for the location of water and wastewater distribution, collection and transmission lines and related facilities serving the planned development on the Property.

4. Drainage. Owner is responsible for all erosion control and management of drainage from the Property. Individual drainage plans shall be prepared and submitted by Owner to the Town and approved by the Town Engineer prior to approval of any building permit. The area addressed by each individual drainage plan shall be established by the Town Engineer at the time of building permit application and shall be sufficient to cover the impacts to drainage and erosion, both on and

off-site, if applicable, caused by the development to which the building permit is issued. If determined by the Town Engineer to be necessary, such drainage plans shall include the construction of facilities for the safe discharge of all surface and subsurface water into a drainage conveyance facility. Owner shall be solely responsible for the construction, designs, and costs of all drainage improvements included in the drainage plans. Construction of all drainage improvements in each drainage plan shall be completed as set forth in a separate improvements agreement, which shall be entered into by the Parties prior to issuance of a building permit for any development on the Property. Owner shall incorporate each individual drainage plan into a Master Development Drainage Plan which shall be prepared and submitted by Owner to the Town and approved by the Town Engineer prior to Prior to Owner performing any road mitigation work.

5. Trail Easement and Improvements.

a. Owner shall construct and grant a 25-year public trail easement at least 30 feet in width, to the Town, in a form acceptable to the Town in its sole judgment, for a new trail to be known as the Pittman Trail (the "Pittman Trail") to cross the Property from an access point to the east from the Red Devil Mountain Parcel, and terminating at a point near the site of the former Joyland Church. Owner shall consult with the Town Parks, Recreation, and Trails Advisory Committee for the design, layout, and signage of the Pittman Trail prior to dedication of the easement.

b. Owner shall be solely responsible for maintenance of the Pittman Trail. On or before June 1, 2021, Owner shall prepare and submit to the Town, and the Town shall approve, a comprehensive and professionally reviewed Trail Management Plan for all public trails, including without limitation the Pittman Trail. At a minimum, the Trail Management Plan shall specify the maintenance and construction standards and schedules for the trails, trail use policies and safety standards for public users, and policies for reducing the environmental impact of the trails on and near sensitive resources, habitats, riparian areas, and native and special-status plant and animal species. The Trail Management Plan shall also include provisions for parking planning, impacts, and traffic management. The Trail Management Plan shall be updated annually, with Owner providing the Town with qualitative and quantitative user information sufficient to evaluate impacts on the Town caused by the development of the Property. Such information shall be provided to the Town by Owner by January 30 of each year, beginning in 2022. Thereafter, the Trail Management Plan shall be updated to address and mitigate these impacts and any required improvements or management steps under the Plan shall be implemented by June 1 of that same year.

c. The Pittman Trail shall be open to the public at no charge, and shall remain open to the public during hours established in the Trails Management Plan. Owner may temporarily close the Trail for maintenance, unsafe conditions, or for publicly noticed and scheduled private events, with notice provided for closures as established in the Trails Management Plan.

6. Public Restroom Improvements. Owner shall be responsible for the cost of design and construction of all public restroom improvements on the Property, as deemed necessary to meet demand as set forth in the Trail Management Plan, as amended and updated. At a minimum, Owner shall be responsible for the design and construction of at least one restroom on the Property located by the northwestern terminus of the Pittman Trail. The number of stalls shall be suitable

to serve the projected visitors to the Property. A temporary restroom installation is acceptable unless and until a permanent public restroom structure is required by the Trail Management Plan, as amended and updated. Unless otherwise provided by separate agreement of the Parties, restroom maintenance shall be the sole responsibility of Owner.

7. Parking Improvements. As part of the Trail Management Plan, on or before June 1, 2021, Owner shall prepare and submit to the Town, and the Town shall approve, a comprehensive and professionally reviewed Parking Plan to include without limitation maps, signage, and number of spaces at all dedicated locations. Owner shall be responsible for the cost of design and construction of all public and private parking improvements on the Property sufficient to meet demand for usage, as determined necessary by the Trails Management Plan, as amended and updated. All on-site parking shall be incorporated into the Town's paid parking program by a separate parking management agreement, which shall include terms regarding parking rates and revenue sharing. Owner shall not charge a fee for parking except in accordance with the Town's parking program and the applicable parking management agreement. Unless otherwise provided by separate agreement of the Parties, parking lot maintenance, snow removal, and trash removal shall be the responsibility of Owner.

8. Maintenance Plan. As part of the Trail Management Plan, on or before June 1, 2021, Owner shall prepare and submit to the Town, and the Town shall approve, a comprehensive and professionally reviewed Maintenance Plan for all public trails, restrooms, and other public improvements. The Maintenance Plan shall consider the need for public safety and the impacts of the public on the Property for matters such as trash and debris removal and preservation and conservation of nearby open space. The Maintenance Plan shall provide a clear narrative of how Owner shall maintain the Property and the publicly accessible improvements to best serve the public. Once approved, the Maintenance Plan shall be binding upon Owner and shall be enforceable by the Town. The Maintenance Plan is in addition to any other required plan under this Agreement, including without limitation, the Trail Management Plan.

9. Traffic Study. As part of the Trail Management Plan, on or before June 1, 2021, Owner shall prepare and submit to the Town a comprehensive and professionally prepared Traffic Study addressing the anticipated impacts of the proposed development of the Property to traffic safety, congestion, current and proposed levels of service, and access to and from downtown Green Mountain Falls. Owner shall mitigate the negative impacts on traffic congestion caused by development of the Property as identified in the Traffic Study, to the satisfaction of the Town as a condition of the Town's approval of Owner's development plan.

10. Road Improvements. Owner shall be responsible for the cost of design and construction of all public or private access improvements, including without limitation the construction and design of new or improved streets, roads, and driveways, to and from the Property as needed for any such road to comply with the Town's current standards and specifications. At the time any such new or improved public street, road, or driveway is requested by Owner or initiated by the Town to serve the Property, Owner shall reimburse the Town its proportional cost for the extension of such service and conferral of such benefit upon the Property within 90 days of written request from the Town made after the improvements are complete. The decision whether to extend or improve any such public access improvement shall be at the sole discretion of the Town. Any

road improvements dedicated to and accepted by the Town shall be maintained by the Town at the Town's sole expense.

11. Wildfire Mitigation. Owner shall cooperate and consult with the Green Mountain Falls Marshal, the Green Mountain Falls/Chipeta Park Fire Protection District, and the Town Fire Mitigation Advisory Committee to form a Wildfire Mitigation and Prevention Plan for the Property and shall promptly comply with such wildfire mitigation and prevention measures, which shall include the management of vegetation and wildfire fuels on the Property.

12. Zoning and Development.

a. Owner hereby consents to the zoning of the Property as Business District (B), as defined by § 16-310 of the Green Mountain Falls Municipal Code.

b. Owner may only develop the Property in accordance with this Agreement, Town ordinances and regulations and other applicable law.

c. Rezoning shall conform to the Master Plan and the Town's Master Plan in existence at the time of application for rezoning. Rezoning may occur prior to actual development on the site.

13. Vested Rights. Upon annexation, Owner waives any prior vested property rights that may have been acquired in El Paso County and acknowledges that this Agreement creates no new vested rights.

14. Remedies. Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include without limitation the following:

a. The refusal to issue any building permit or certificate of occupancy.

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.

c. A demand that the security given for the completion of the public improvements be paid or honored.

d. A demand for reimbursement of the cost of any maintenance work performed by the Town on any of the trails or improvements specified in this Agreement, so long as notice to cure was provided to Owner and Owner failed to cure any such maintenance obligation within 24 hours of receiving such notice.

e. The initiation of an action for public nuisance.

f. Any other remedy available at law.

15. Authority of the Town. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants.

a. Owner acknowledges that the annexation and subsequent zoning of the Property are subject to the legislative discretion of the Board of Trustees of the Town of Green Mountain Falls. No assurances of annexation or zoning have been made or relied upon by Owner.

b. In the event that the Town of Green Mountain Falls Board of Trustees, in the exercise of its legislative discretion, does not take any action with respect to the Property required herein, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by Owner, or disconnection from the Town in accordance with state law, as may be appropriate.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Owner, its successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of the Property, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk and Recorder of El Paso County, Colorado, at Owner's expense.

17. Indemnification. Owner agrees to indemnify and hold harmless the Town and the Town's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including reasonable attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the Town in order to effectuate the annexation of the Property, or which are in any manner connected with the Town's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the Town's option to pay the reasonable attorney's fees for defense counsel of the Town's choice for any such liability, claims, or demands, which arise out of or are in any manner connected with the annexation of the Property.

18. Termination. If the zoning as set forth herein is not approved by the Town, or if the annexation of the Property is not completed, then this Agreement shall be null and void and of no force and effect whatsoever.

19. Miscellaneous.

a. Governing Law and Venue. 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, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.

e. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. Modification. This Agreement may only be modified upon written agreement of the Parties.

h. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, 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, attorneys or employees.

j. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

TOWN OF GREEN MOUNTAIN FALLS, COLORADO

Jane Newberry, Mayor

ATTEST:

Matthew Gordon, Town Clerk

GREEN MOUNTAIN ROAD, LLC

By: Christian Keesee

STATE OF ~~COLORADO~~ Oklahoma)
) ss.
COUNTY OF Oklahoma)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 5th day of ~~5th~~ March 2021, by Christian Keesee as sole member of Green Mountain Road, LLC.

My commission expires: 9/13/2021

(SEAL)

Helga Anglin
Notary Public

HELGA ANGLIN
Notary Public
State of Oklahoma
Commission # 13008472 Expires 09/13/21

EXHIBIT A
Joyland Church Parcel

Bearing are based on the record bearing of the West line of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., N 01°05'40" E, Monumented as shown on the survey.

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows:

Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, and containing 1.058 acres.