



Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623

**AGENDA**  
**PLANNING & ZONING COMMISSION**  
**THURSDAY, June 9, 2022**  
**7:00 P.M. Carbondale Town Hall & Via Zoom**

**ATTENTION: All regular Carbondale Planning and Zoning Commission Meetings will be conducted in person and virtually via Zoom. If you wish to attend the meeting virtually, and you have a comment concerning one or more of the Agenda items, please email [msikes@carbondaleco.net](mailto:msikes@carbondaleco.net) by 4:00 p.m. on June 9, 2022. If you would like to comment virtually during Persons Present Not on the Agenda please email [msikes@carbondaleco.net](mailto:msikes@carbondaleco.net) with your full name and email address by 4:00 p.m. on June 9, 2022**

<https://zoom.us/webinar/89856014960>

1. CALL TO ORDER
2. ROLL CALL
3. 7:00 p.m. – 7:15 p.m.  
Public Comment for Persons not on the agenda (See instructions below)
4. 7:15 p.m. – 7:20 p.m.  
Resolution 5, Series of 2022 – 1150 Highway 133, Stepping Stones  
Condominium Exemption.....Attachment A
5. 7:20 p.m. – 7:40 p.m.  
PUBLIC HEARING  
Carbondale Center Place – Amendment to Major Site Plan Approval.....Attachment B  
900 Highway 133 and 920 Highway 133 (Lot 1, Carbondale Center Place)
6. 7:40 p.m. – 7:45 p.m.  
Staff Update
7. 7:45 p.m. – 7:55 p.m.  
Commissioner Comments
8. 7:55 p.m. – ADJOURN

Upcoming P & Z Meetings:

6-23-22 – 2022 Comp Plan

CAFCI Presentation

**Please note all times are approx.**

RESOLUTION NO. 5  
SERIES OF 2022

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF CARBONDALE, COLORADO, APPROVING THE REQUEST OF STEPPING STONES OF THE ROARING FORK VALLEY TO CONDOMINIMUMIZE 1150 HIGHWAY 133 CARBONDALE, COLORADO.

WHEREAS, Stepping Stones of the Roaring Fork Valley ("Applicant") has submitted an application for approval of condominium exemption application ("Application"), for the property legally described as West Addition, Block 2 Lot 7 Carbondale, with an address of 1150 Highway 133. ("Property"); and

WHEREAS, the proposal is to condominiumize a commercial structure into two commercial units;

WHEREAS, the Planning and Zoning Commission of the Town of Carbondale reviewed this application in a Public Hearing on May 26, 2022 and approved said application on the conditions and findings set forth below; and

NOW, THEREFORE BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF CARBONDALE, COLORADO, that the Condominium Exemption for the property described above is hereby approved, subject to the following conditions and findings:

Conditions:

1. The condominium plat shall be in a form acceptable to and approved by Town Staff prior to recording. The plat shall be recorded with the Garfield County Clerk and Recorder within ninety (90) days of the date of approval.
2. The Applicant shall correct and re-record the Declaration of Covenants, Conditions, Restrictions and Easements that are recorded at Reception # 969546 at the Garfield County Clerk and Recorder.
3. All representations of the Applicant and Applicant's representatives at the Public Hearing shall be considered conditions of approval.
4. The Applicant shall be responsible for all recording costs and shall pay all fees associated with this application to the Town, including any professional fees, as set forth in Section 1.30.030 of the Municipal Code.

Findings:

The property is capable of accommodating structures devoted to the intended use of the land; is free from natural hazards such as flooding, falling rock, landslides and snowslides; is served by a street system providing safe and convenient access, and is provided with accessible utility installations; with all of the foregoing intended to promote the health, safety and welfare of the citizens of the town.

INTRODUCED, READ, AND PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2022.

PLANNING AND ZONING COMMISSION OF  
TOWN OF CARBONDALE

By: \_\_\_\_\_  
Jay Engstrom  
Chair



**TOWN OF CARBONDALE**  
**511 COLORADO AVENUE**  
**CARBONDALE, CO 81623**

## **Planning Commission Agenda Memorandum**

Meeting Date: June 9, 2022

**TITLE:** Carbondale Center Place – Amendment to Major Site Plan Review  
900 and 920 Highway 133

**ATTACHMENTS:** Letter from Applicant dated May 30, 2022 with revised drawings

### **BACKGROUND**

This is a public hearing to consider an amendment to the Major Site Plan Review to allow construction of 52 carports. The Commission is required to hold a public hearing and recommend approval or recommend denial. The Commission may also continue the public hearing.

In 2021, the Town approved a Major Site Plan Review to allow construction of two mixed-use buildings to include 76 residential units and 10,370 sq. of commercial space. All of the residential units are rentals. Twenty percent (20%) of the units are deed restricted to be affordable housing units. The zone district is Mixed-Use (MU).

### **DISCUSSION**

The two buildings are currently under construction at the corner of Colorado Avenue and Highway 133. The property owners, Carbondale Center Place LLC, are requesting that the Town approve the installation of 52 carports on the east side of the property, and in the northeast corner of the site. The renderings and site plans attached to the letter show the proposed carports.

A self-storage facility (Sopris Self-Storage) is currently under construction just to the east of the two mixed-used buildings. The renderings attached to the applicant's letter show the west façade of the self-storage building. The façade includes several panels of "Living Walls" on the self-storage building. The carports will be placed 3'11" from the property line. In addition, the property owners of Carbondale Center Place LLC and Sopris Self-Storage entered into an Access and Maintenance Easement Agreement to allow for the maintenance and irrigation of the Living Wall. This agreement is attached to the applicant's letter.

The building design, mass and scale and site plans which were approved in 2021 would remain intact. The only change would be the addition of carports.



Because of the location and visibility of this area from Highway 133, Staff deemed the request substantial enough to bring the request back to the Commission at a public hearing.

The proposed carports comply with the zoning parameters, including setback and lot coverage. They would provide an amenity to the future residents of the development. The carports are positioned in a manner that would not impede future maintenance of the self-storage facility. The Access and Maintenance Agreement allows for routine maintenance as well as staging for non-routine maintenance for the property owners of the self-storage facility. It also provides for irrigation of the living wall.

Staff is supportive of the request to add the 52 carports to the mixed-use development.

## **FISCAL ANALYSIS**

The approval of the carports would not have a fiscal impact on the Town.

## **RECOMMENDATION**

Staff recommends that the following motion be approved: **Move to recommend approval of the amended Site Plan to allow construction of the carports with the conditions and criteria below.**

### **Recommended Conditions of Approval**

1. All development shall comply with the plans submitted with the letter of request dated May 30, 2022.
2. All representations made by the applicant in the application and at the public hearing shall be binding as conditions of approval.
3. All other conditions from the previous Planning Commission and Board approvals remain in effect.
4. The applicant shall pay and reimburse the Town for all other applicable profession and Staff fees pursuant to the Carbondale Municipal Code.

### **Findings for Site Plan Review**

1. The site plan is consistent with the Comprehensive Plan as the area is designated New Urban which envisions a flexible mix of retail, restaurants, service commercial and multi-story mixed-use buildings with buildings being the focal point of the site by locating them close to the street. The carport will provide an amenity to the future residents. The purposes stated in the Unified Development Code have been met;

2. The site plan is consistent with the purposes section of the MU zone district as this development will provide a compact, mixed-use development that provides people with the opportunity to live, work, recreate, and shop in a pedestrian-friendly environment. There would be multimodal access to and from Downtown. The development includes both a vertical and horizontal mix of land uses, and provides an interesting and walkable environment through tailored building design and streetscape standards that address features such as building mass and placement, building entries, and windows/transparency; and
3. The site plan complies with all applicable development and design standards set forth in this Code; and
4. The traffic generated by the proposed development is adequately served by existing streets within Carbondale.

Prepared By: Janet Buck, Planning Director



Town of Carbondale  
511 Colorado Ave  
Carbondale, CO 81623  
(970)963-2733

Pre-Application Meeting Date \_\_\_\_\_

Fees \_\_\_\_\_ Date Pd \_\_\_\_\_

### Land Use Application

#### PART 1 – APPLICANT INFORMATION

Applicant Name: Carbondale Center Place LLC Phone: 952-240-1106

Applicant Address: 414 AABC Unit A Aspen, CO 81611

E-mail: Riley@logeproperties.com

Owner Name: Riley Soderquist/Jack Schrager Phone: 952-240-1106

Address: 414 AABC Unit A Aspen, CO 81611

E-mail: Riley@logeproperties.com

Location of Property: provide street address and either 1) subdivision lot and block; or 2) metes and bounds:

900 & 920 highway 133 Carbondale, CO 81623

#### PART 2 – PROJECT DESCRIPTION

General project description:

Additional Carports eastern boundary

Size of Parcel: 1.98 Acres # Dwelling Units: \_\_\_\_\_ Sq Ftg Comm: \_\_\_\_\_

Type of Application(s): Amend Major Site Plan

Existing Zoning: MU Proposed Zoning: \_\_\_\_\_

#### PART 3 – SIGNATURES

I declare that I have read the excerpt from the Town of Carbondale Municipal Code Article 8 Land Use Fees. I acknowledge that it is my responsibility to reimburse the Town for all fees incurred as a result of this application.

I declare that the above information is true and correct to the best of my knowledge.

[Signature] 5/31/22  
Applicant Signature Date

**Signature of all owners of the property must appear before the application is accepted.**

[Signature] 5/31/22 [Signature] \_\_\_\_\_  
Owner Signature Date Owner Signature Date

STATE OF COLORADO )  
COUNTY OF GARFIELD 5th Pitkin ) ss.

The above and foregoing document was acknowledged before me this 31st day of May 2022, by Riley C Soderquist.

Witness my hand and official  
My commission expires:

BRADFORD JAMES HULSLANDER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20184044237  
My Commission Expires November 14, 2022

[Signature]  
Notary Public

Riley Soderquist  
Flying Fish Road  
Carbondale, CO 81623

5/30/22

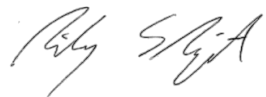
Re: Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623

Board of Trustees,

We are requesting that the Board approve the installation of 52 car ports on the eastern edge of the property and in the NE corner of our site (see attached site plan). This will be a major benefit for our residents. Not only will this help with snow removal and drainage on the site, it will provide desired protection for our residents' vehicles. As you can see from the attached renderings, the structures will be placed on the east side of our property away from highway 133 and will have minimal visual impact. The carports will also help reduce the apparent mass and scale of the storage facility. The carports will be placed 3'11" from the property line and will still allow the living walls to thrive. Vines such as Virginia Creeper can grow in shade or sun. The carports are non-combustible and meet all standards of the building code.

When we originally went through the entitlement process we showed 36 carports in the NE corner of our site. All of our renderings showed the carports, but were missed on the civil plans. This caused confusion in the approval process and how our ordinance of approvals were written. We know that our residents would rather park underneath a structure vs parking in an open air environment. We appreciate your consideration to approve additional carports for the benefit of our residents.

Sincerely,

A handwritten signature in black ink, appearing to read 'Riley Soderquist', with a stylized flourish at the end.

Riley Soderquist  
Carbondale Center Place LLC





OVERHEAD PERSPECTIVE





NORTHEAST PERSPECTIVE





COLORADO AVE PERSPCETIVE





HWY 133 PERSPECTIVE





HWY 133 PERSPECTIVE







# Nucor Standard Panel Paint Systems

## WALL

### Nucor Classic Wall™



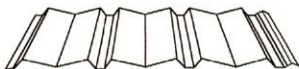
36" Panel Coverage / 26 Gauge\*

### Nucor Reverse Classic Panel™



36" Panel Coverage / 26 Gauge\*

### Nucor Accent Panel™



36" Panel Coverage / 26 Gauge\*

## ROOF

### Nucor CFR™



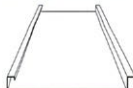
24" Panel Coverage / 24 Gauge\*

### Nucor Classic Roof™



36" Panel Coverage / 26 Gauge\*

### Nucor VR16 II™



16" Panel Coverage / 24 Gauge\*

**Our Silicone Polyester paint is a two-coat system that utilizes cool coating technology and offers superior quality and durability.**

Colors shown are representative of actual colors offered and are NOT intended for matching purposes. Exact color match should be made from metal color chip samples.

Initial Solar Reflectance (IR) is the fraction of the total solar energy that is reflected away from a surface. To be considered "cool", products must have a Solar Reflectance of at least .25.

Initial Thermal Emittance (IE) is the relative ability of the roof panel to radiate absorbed heat.

Solar Reflectance Index (SRI) is calculated by using the values of solar reflectance, thermal emittance, and a medium wind coefficient. The higher the SRI value, the lower its surface temperature and consequently, the heat gain into the building.

Galvalume® gutters, rake, and downspouts are available as an upcharge. Galvalume® ratings are .680 Initial Solar Reflectance (IR), .10 Initial Thermal Emittance (IE), and 56 Solar Reflectance Index (SRI).

Base angle flash is available in Burnished Slate and Polar White only.

All Standard Silicone Polyester colors shown on this chart feature a 25 year finish warranty. Unpainted Galvalume® panels feature a 25 year finish warranty. See Warranty Guide for specific warranty information. (Warranties apply only to the finish coat of exterior mounted panels. Backer side primer colors may vary.)

The term "TBS" on the Nucor Order Document refers to "To Be Selected from Standard Nucor Silicone Polyester Colors" as shown on this chart.

In keeping with a continuing program of product improvement, all information contained herein is subject to change without notice.

\*Other gauges are available with extended lead-times and additional charges.

† Galvalume® is a registered trademark of BIEC International, Inc.



[www.Nucorbuildingsystems.com](http://www.Nucorbuildingsystems.com)

### BURNISHED SLATE (BS)

IR: .31 IE: .86 SRI: 32

### EVERGREEN (EG)

IR: .26 IE: .86 SRI: 25

### AZTEC BLUE (AB)

IR: .25 IE: .86 SRI: 24

### BRICK RED (BR)

IR: .32 IE: .85 SRI: 53

### SAGEBRUSH TAN (SB)

IR: .47 IE: .85 SRI: 53

### FOX GRAY (FG)

IR: .43 IE: .85 SRI: 47

### LIGHTSTONE (LS)

IR: .59 IE: .87 SRI: 70

### POLAR WHITE (PW)

IR: .66 IE: .86 SRI: 79





DESIGNED BY JPP  
DRAWN BY JPP  
CHECKED BY YTN  
DATE: 06/18/2023  
JOB NO. 19237

CARBONDALE CENTER PLACE  
CARBONDALE, COLORADO

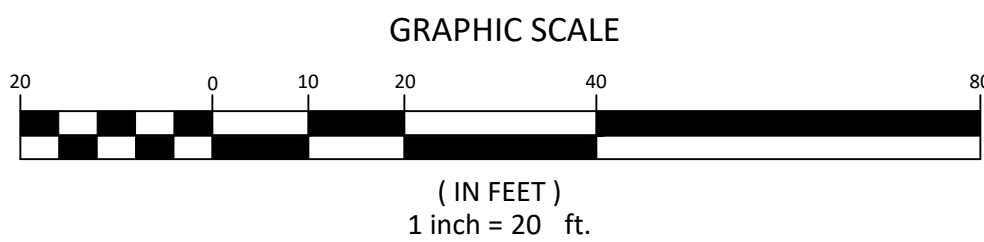
BUILDING PERMIT

DATE	REVISION
08/30/21	PERMIT COMMENTS
09/21/21	PERMIT COMMENTS
05/24/22	9-CARPORTS

TITLE  
OVERALL  
SITE PLAN  
DRAWING NO.  
C-1.0

CIVIL SHEET INDEX:

- C1.0 - OVERALL SITE PLAN  
C2.0 - OVERALL GRADING PLAN  
C2.1 - DETAILED GRADING: NORTH  
C2.2 - DETAILED GRADING: SOUTH  
C2.3 - DRAINAGE PLAN  
C2.4 - STORM SEWER PLAN AND PROFILES  
C3.0 - OVERALL UTILITY PLAN  
C3.1 - WATER MAIN PLAN AND PROFILE  
C3.2 - SANITARY SEWER SERVICES PLAN AND PROFILE  
C4.0 - SITE DETAILS



SITE NOTES:

- THE EXISTING BOUNDARY AND TOPOGRAPHIC SURVEY WAS PERFORMED BY SOPRIS ENGINEERING, LLC. THE EXISTING CONTOUR INTERVAL IS ONE (1) FOOT (DASHED).
- THE PROPOSED CONTOUR INTERVAL IS ONE (1) FOOT.
- REFER TO THE ARCHITECT'S PLANS FOR BUILDING INFORMATION.
- REFER TO THE LANDSCAPE ARCHITECT'S PLANS REGARDING THE SITE LANDSCAPE IMPROVEMENTS.
- ALL GEOTECHNICAL ENGINEERING RECOMMENDATIONS SHALL BE ADHERED TO.
- CDOT HAS ISSUED NOTICE TO PROCEED (NTP) PERMIT #320124 FOR THE PROPOSED RIGHT-IN/RIGHT-OUT INTERSECTION. THE IMPROVEMENTS ARE SHOWN HERE FOR INFORMATION.

Parking Summary (Refer to application for parking calculations)				
Site	Required	Provided	+/-	
Mixed Use	100	103	3	

SNOW STORAGE CALCULATIONS:

19237 - CARBONDALE CENTER- SNOW STORAGE CALCULATION						
SITE	PLOW AREA (SF)	PLOW VOL. (CF)	STORAGE AREA (SF)	STORAGE VOL. (CF)	NET +/- (CF)	
CO AVE ROW	8,598	4,299	3,289	9,867	5,568	
LOT 1- MU SITE	40,000	20,003	6,693	20,079	75	
TOTAL	48,604	24,302	9,982	29,946	5,644	
[1] - ASSUME A 12" SNOW STORM THAT COMPACTS DOWN TO 6" DEPTH						
[2] - ASSUME AVERAGE STORAGE DEPTH IS 3"						

NOTE:  
1. THE NORTH HALF OF THE COLORADO AVENUE ROW AREA FROM HIGHWAY 133 TO 12TH STREET IS SUMMARIZED IN THE TABLE ABOVE. THE SNOW PLOWING OF THE TRAVEL LANES HANDLED BY THE TOWN OF CARBONDALE.

SCOPE LEGEND

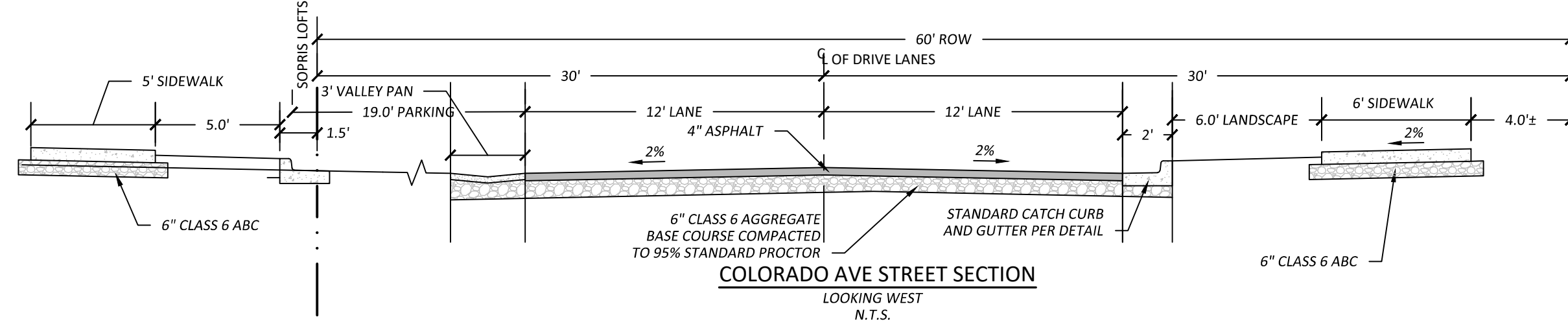
SCOPE BOUNDARIES FOR CDOT NTP  
AND COLORADO AVE SEWER PROJECTS

PROPOSED LEGEND

- PROPOSED RETAINING WALL  
PROPOSED STORM SEWER  
PROPOSED SIGN  
PROPOSED ASPHALT PAVEMENT  
PROPOSED CONCRETE/SIDEWALK  
PROPOSED SNOW STORAGE AREA  
PROPOSED CARPORT

EXISTING LEGEND

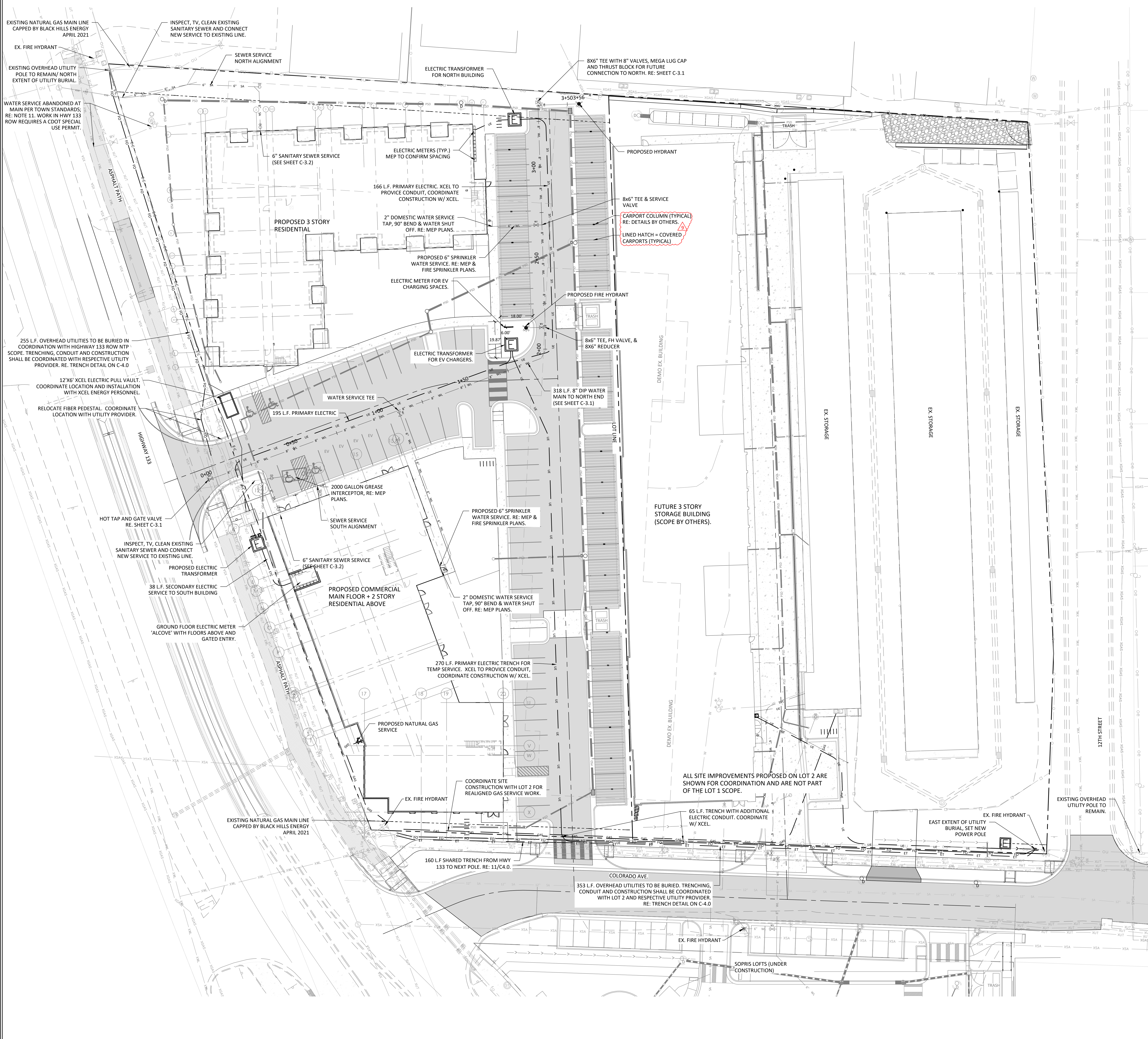
- EXISTING PROPERTY LINE  
EXISTING EASEMENT  
EXISTING SETBACK  
EXISTING WIRE FENCE  
EXISTING ROCK WALL  
EXISTING GUY WIRE  
EXISTING POWER POLE  
EXISTING ELECTRIC TRANSFORMER  
EXISTING LIGHT POLE  
EXISTING SIGN



Know what's below.  
Call before you dig.  
CALL 811 BEFORE YOU DIG, GRADE, OR EXCAVATE  
FOR THE MARKING OF UNDERGROUND  
MEMBER UTILITIES



6/20/2015 10:07:00 AM D:\000\LOT 1\1015\1015-CB-UTILITY-2015.dwg May 24, 2022 - 7:23am



**PROPOSED LEGEND**

- PROPOSED 8" WATER LINE
- PROPOSED 8" SANITARY SEWER SERVICE
- PROPOSED ELEC. TELE. CABLE
- PROPOSED GAS
- PROPOSED STORM SEWER
- PROPOSED ELECTRIC TRANSFORMER
- PROPOSED ELECTRIC METER
- PROPOSED DRAINAGE DRY-WELL
- PROPOSED SEWER CLEAN OUT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED CURB STOP
- PROPOSED SIGN
- PROPOSED STORM INLET
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK

**EXISTING LEGEND**

- EXISTING CONTOUR
- EXISTING CONTOUR INTERVAL
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER MAIN
- EXISTING GAS
- EXISTING TELEPHONE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND UTILITY
- EXISTING CABLE
- EXISTING EASEMENT
- EXISTING PROPERTY LINE
- EXISTING WIRE FENCE
- EXISTING SEWER MANHOLE
- EXISTING GUY WIRE
- EXISTING POWER POLE
- EXISTING GAS METER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING CATCH PEDESTAL
- EXISTING LIGHT POLE

- GENERAL UTILITY NOTES:**
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY COMPANIES FOR FIELD LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
  - THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON A SURVEY PERFORMED BY SOPRIS ENGINEERING. THESE UTILITIES, AS SHOWN, MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN LOCATES OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
  - ALL UTILITIES, BOTH UNDERGROUND AND OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.
  - THE CONTRACTOR SHALL CONTAIN HIS CONSTRUCTION OPERATIONS TO WITHIN THE SITE BOUNDARIES. THE CONTRACTOR SHALL NOT OPERATE OUTSIDE THIS AREA WITHOUT THE PRIOR EXPRESSED CONSENT OF THE OWNER OR PUBLIC UTILITY REPRESENTATIVES.
  - ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE THESE LIMITS WITHOUT THE PERMISSION OF THE PUBLIC OR PRIVATE OWNER OR UTILITY COMPANY REPRESENTATIVES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
  - WATER AND SEWER MAIN LINES AND SERVICES SHALL BE CONSTRUCTED ACCORDING TO THE DETAILS INCLUDED IN THE TOWN OF CARBONDALE'S PUBLIC WORKS MANUAL, (FEB 2009), WHERE THE PLANS AND MANUAL DIFFER THE CONTRACTOR SHALL HOLD TO THE MORE STRINGENT CRITERIA; ALSO ALL COUNTY, STATE, AND FEDERAL SAFETY AND HEALTH REGULATIONS. IN PARTICULAR, THE "TRENCHING" AND "OPEN EXCAVATION" OPERATIONS SHALL COMPLY WITH ALL CURRENT O.S.H.A. REGULATORY REQUIREMENTS.
  - ALL WATER SERVICES SHALL BE INSTALLED WITH A 6.0' MINIMUM DEPTH OF COVER. IF GRADE CONFLICTS OCCUR WITH EXISTING UTILITIES, THE PROPOSED WATER MAIN GRADE CAN BE VARIED PROVIDED THAT THE MINIMUM DEPTH OF COVER IS MAINTAINED.
  - ALL WATER SERVICES SHALL INCLUDE A CURB STOP OR OTHER ISOLATION VALVE LOCATED TO PROVIDE ACCESSIBILITY.
  - THE SANITARY SEWER SERVICES AND GREASE INTERCEPTOR STUBS SHALL BE INSTALLED WITH A 12 GAUGE STRANDED LOCATE WIRE FROM END TO END.
  - THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION, SCHEDULING, AND INSTALLATION OF WATER SERVICE, SANITARY SERVICE, ELECTRIC, CABLE TELEVISION, GAS AND TELEPHONE UTILITIES PURSUANT TO UTILITY PROVIDER'S SPECIFICATIONS.
  - WATER SERVICE SHALL BE ABANDONED AT THE MAIN, WITH THE ABANDONED PIPE REMOVED FROM THE RIGHT-OF-WAY. CONTRACTOR TO SAWCUT ASPHALT, REMOVE CURB AND GUTTER, REMOVE VALVE AT MAIN PER TOWN STANDARDS, AND REPLACE ASPHALT 1" ON 12" OR IN KIND, WHICHEVER IS GREATER. ABANDONMENT SHALL BE PER THE TOWN OF CARBONDALE PUBLIC WORKS MANUAL IN COORDINATION WITH PUBLIC WORKS PERSONNEL. ABANDONMENT WILL CONSIST OF REMOVING THE SERVICE FROM THE CORPORATION VALVE AND CLOSING THE CORPORATION VALVE AND/OR TAPPING VALVE.
- SHALLOW UTILITY NOTES:**
- ALL MINIMUM DEPTHS, SEPARATION DISTANCES, MATERIALS AND/OR USE OF CONDUIT SHALL BE CONFIRMED AND COORDINATED WITH THE UTILITY PROVIDER PER UTILITY AGREEMENTS.
  - ALL UTILITY LINES AND/OR CONDUITS TO BE BACKFILLED WITH SUITABLE MATERIAL FREE OF ROCKS >1 1/2" Ø. USE CLASS 6 AGGREGATE BASE MATERIAL FOR BEDDING, AND/OR SUITABLE ONSITE MATERIAL. INSTALL PER UTILITY PROVIDER SPECIFICATIONS.
  - UTILITY SERVICES MAY BE INSTALLED IN COMBINED TRENCHES PER CONSTRUCTION FEASIBILITY AS LONG AS MINIMUM SEPARATION DISTANCES AND DEPTHS OF BURY ARE MAINTAINED. INSTALL WARNING TAPE AND LOCATE WIRE OVER ALL UTILITY LINES.

**GRAPHIC SCALE**

( IN FEET )

1 inch = 20 ft.

**811**

Know what's below.  
Call before you dig.

CALL 24 HOURS AHEAD IN ADVANCE  
BEFORE YOU DIG, GRADE, OR EXCAVATE  
FOR THE MARKING OF UNDERGROUND  
MEMBER UTILITIES

**SOPRIS ENGINEERING, LLC**  
**CIVIL CONSULTANTS**

102 MAIN STREET  
CARBONDALE, CO 81623  
(970) 704-0311  
FAX: (970) 704-0313

DESIGNED BY: JPP  
DRAWN BY: JPP  
CHECKED BY: YTN

DATE: 06/18/2023  
JOB NO. 19237

**CARBONDALE CENTER PLACE**  
**CARBONDALE, COLORADO**

**BUILDING PERMIT**

DATE: 09/01/21  
REVISION: XCEL REVISION

DATE: 11/23/21  
REVISION: 5-XCEL EV CHARGER

DATE: 03/04/22  
REVISION: 7-TEMPORARY ELEC

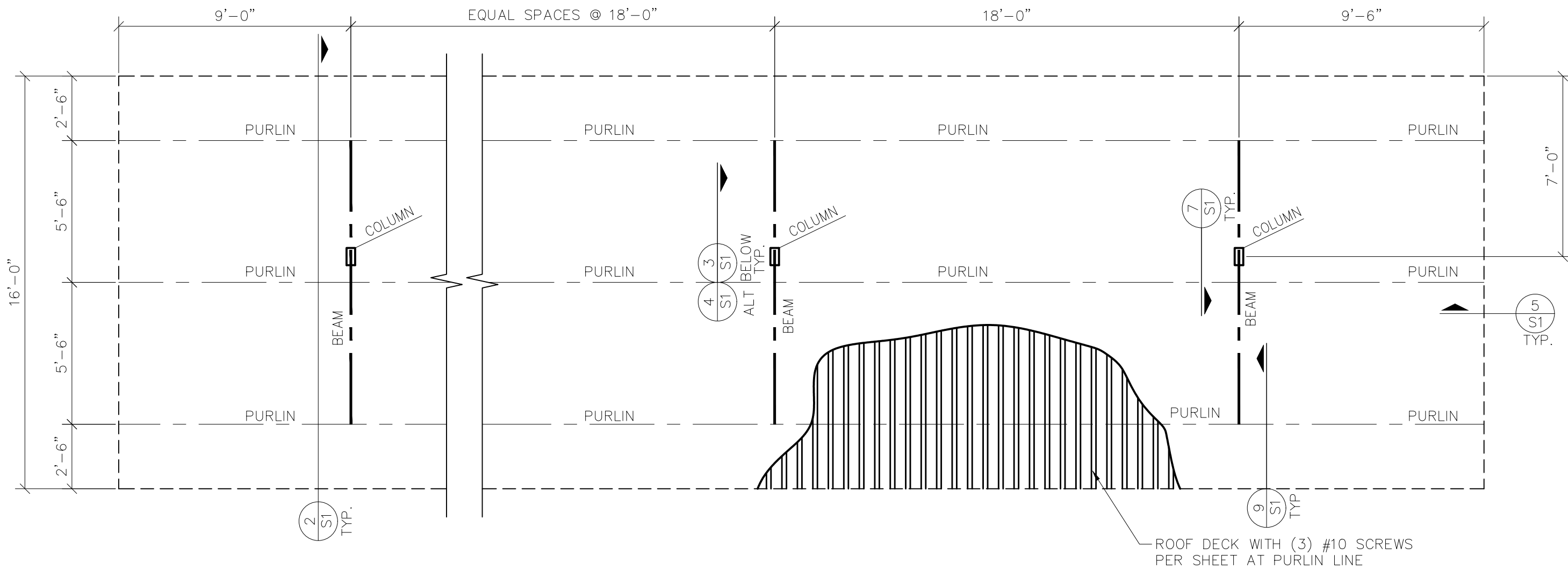
DATE: 03/30/22  
REVISION: 8-NORTH BLDG ELEC

DATE: 05/24/22  
REVISION: 9-CARPOTS

TITLE: **OVERALL UTILITY PLAN**

DRAWING NO. **C-3.0**





GENERAL STRUCTURAL NOTES

CODE: 2015 INTERNATIONAL BUILDING CODE

DESIGN CRITERIA:

GROUND SNOW LOAD: 50 PSF

BASIC WIND SPEED: 115 MPH, EXPOSURE C

SEISMIC DESIGN CATEGORY: C

SITE CLASS: D

BUILDING CATEGORY: II

SNOW DESIGN CRITERIA:

FLAT ROOF SNOW LOAD Pf: 42 PSF

SNOW EXPOSURE FACTOR Ce: 1.0

SNOW LOAD IMPORTANCE FACTOR Is: 1.0

THERMAL FACTOR Ct: 1.2

WIND DESIGN CRITERIA:

INTERNAL PRESSURE COEFFICIENT = 0.00 (OPEN)

ALL COMPONENTS AND CLADDING SHOWN ON THESE DOCUMENTS

SEISMIC DESIGN CRITERIA:

SEISMIC IMPORTANCE FACTOR IE: 1.0

SEISMIC USE GROUP: I

SPECTRAL ACCELERATION SS: 0.328g, S1: 0.083g

SEISMIC FORCE RESISTING SYSTEM: CANTILEVERED COLUMNS

DESIGN BASE SHEAR: 1120 LBS. PER COLUMN

SEISMIC RESPONSE COEFFICIENT CS: 0.2696

RESPONSE MODIFICATION FACTOR R: 1.25

ANALYSIS PROCEDURE: EQUIVALENT STATIC

FOUNDATION DESIGN:

ALLOWABLE SOIL BEARING VALUE IS BASED ON SOIL CLASS 5 OF THE INTERNATIONAL BUILDING CODE TABLE 1804.2. ALLOWABLE BEARING VALUE IS 1500 PSF AT 12" BELOW EXISTING NATURAL GRADE. FURTHER REVIEW IS REQUIRED IF UNCONSOLIDATED FILLS OR ORGANIC MATERIALS ARE ENCOUNTERED DURING EXCAVATION OF THE FOOTINGS. ADDITIONAL DEPTH OF EMBEDMENT MAY BE REQUIRED FOR FROST PROTECTION.

CONCRETE:

ALL CONCRETE HEREIN REQUIRED SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE.

ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI. THE USE OF EARTH CUTS FOR FORMS IS PERMITTED.

ALL REINFORCING STEEL SHALL BE A MINIMUM OF A615 GRADE 60.

STEEL ROOF DECKING:

STEEL ROOF DECK SHALL CONFORM TO THE SPECIFICATIONS OF THE STEEL DECK INSTITUTE, ASTM A-792 GRADE E, FY = 80 KSI. CONNECTION TO FRAMING MEMBERS SHALL BE AS NOTED ON THE DRAWINGS.

LIGHT GAUGE STRUCTURAL STEEL FRAMING:

ALL STRUCTURAL STEEL FRAMING MATERIAL AND ITS ERECTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN IRON AND STEEL INSTITUTE "SPECIFICATIONS FOR THE DESIGN OF COLD FORMED STEEL STRUCTURAL MEMBERS.

ALL WELDING IS TO BE PERFORMED BY WELDERS HOLDING A VALID CERTIFICATE, AND HAVING CURRENT EXPERIENCE IN LIGHT GAUGE STEEL. CERTIFICATES SHALL BE ISSUED BY AN ACCEPTED TESTING AGENCY. DO NOT DRILL OR NOTCH MEMBERS WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.

STEEL STRUCTURAL MEMBERS ARE FURNISHED TO A SPECIFIED MINIMUM YIELD POINT GREATER THAN 50 KSI. THE GRADE AND THE ASTM SPECIFICATION NUMBER OR OTHER SPECIFICATION DESIGNATION SHALL BE INDICATED BY PAINTING, DECAL, TAGGING, OR OTHER SUITABLE MEANS ON EACH LIFT OR BUNDLE OF FABRICATED ELEMENTS.

MATERIAL SCHEDULE	
ROOF DECK	24 GAGE CO PANEL DECK
BEAMS	W10X19
PURLINS	9 CS3.5 X 105 (9 X 3 1/2 12 GAGE C)
COLUMNS	HSS 10" X 4" X 3/16"

STRUCTURAL STEEL:

ALL STRUCTURAL STEEL AND STRUCTURAL STEEL WORK SHALL COMPLY WITH THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS AND WITH THE AISC CODE OF STANDARD PRACTICE.

HOT ROLLED STRUCTURAL WIDE FLANGE STEEL SHALL CONFORM TO A992 (50 KSI). ALL SQUARE OR RECTANGULAR HSS STEEL TUBES SHALL CONFORM TO ASTM A500 GRADE B (46 KSI).

ALL WELDS AND WELDING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AMERICAN WELDING SOCIETY. USE E70 OR F7 ELECTRODES FOR ALL WELDING. ALL WELDERS MUST BE A.W.S. QUALIFIED FOR THE SPECIFIC TYPE OF WELDING REQUIRED. WELD LENGTHS NOTED ON PLANS ARE THE NET EFFECTIVE LENGTH REQUIRED.

BOLT HOLES IN STEEL SHALL BE 1/16 INCH LARGER THAN NOMINAL SIZE OF BOLT USED.

CONTRACTOR:

THE CONTRACTOR MUST SUBMIT IN WRITING ANY REQUESTS FOR MODIFICATIONS TO THE PLANS AND SPECIFICATIONS. NO STRUCTURAL CHANGES FROM THE APPROVED PLANS SHALL BE MADE IN THE FIELD UNLESS PRIOR WRITTEN APPROVAL IS OBTAINED FROM THE ENGINEER. SHOP DRAWINGS SUBMITTED TO THE ENGINEER FOR REVIEW DO NOT CONSTITUTE "IN WRITING" UNLESS IT IS NOTED THAT SPECIFIC CHANGES ARE BEING REQUESTED. IF CHANGES ARE MADE WITHOUT WRITTEN APPROVAL, SUCH CHANGES SHALL BE THE LEGAL AND FINANCIAL RESPONSIBILITY OF THE CONTRACTOR OR SUB-CONTRACTOR INVOLVED. IT SHALL BE THEIR RESPONSIBILITY TO REPLACE OR REPAIR THE CONDITION AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE OWNER.

CONTRACTOR SHALL PROVIDE ALL TEMPORARY BRACING, SHORING, CUYING OR OTHER MEANS TO AVOID EXCESSIVE STRESSES AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING ERECTION. THESE PROVISIONS SHALL REMAIN IN POSITION UNTIL SUFFICIENT PERMANENT MEMBERS ARE ERECTED TO INSURE THE SAFETY OF THE PARTIALLY ERECTED STRUCTURES. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. OBSERVATION VISITS TO THE SITE BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

QUALITY ASSURANCE:

HIGH STRENGTH BOLTS, NUTS, AND WASHERS SHALL HAVE IDENTIFICATION MARKINGS TO CONFORM TO ASTM A325. A MANUFACTURERS CERTIFICATE OF COMPLIANCE SHALL BE RETAINED ON FILE BY THE CONTRACTOR FOR A PERIOD OF 1 YEAR AFTER COMPLETION.

HIGH STRENGTH BOLTING SHALL BE 100% VISUALLY OBSERVED AFTER COMPLETION. BOLTS SHALL BE TIGHTENED BY THE TURN-OF-THE-NUT METHOD WITH MATCH MARKING. SNUG TIGHT PLUS ONE THIRD TURN IS REQUIRED UNLESS MORE THAN 1/4" SHIM IS INSTALLED. CONTACT ENGINEER FOR INSTRUCTIONS IF SHIMS EXCEED 1/4"

STRUCTURAL STEEL SHALL HAVE IDENTIFICATION MARKINGS TO CONFORM TO THE STANDARDS LISTED ABOVE. MANUFACTURERS CERTIFIED MILL TEST REPORTS SHALL BE RETAINED ON FILE BY THE FABRICATOR FOR A PERIOD OF 1 YEAR AFTER COMPLETION.

WELD FILLER MATERIALS SHALL HAVE IDENTIFICATION MARKINGS TO CONFORM TO AWS SPECIFICATION AS NOTED ABOVE. A MANUFACTURERS CERTIFICATE OF COMPLIANCE SHALL BE RETAINED ON FILE BY THE FABRICATOR FOR A PERIOD OF 1 YEAR AFTER COMPLETION.

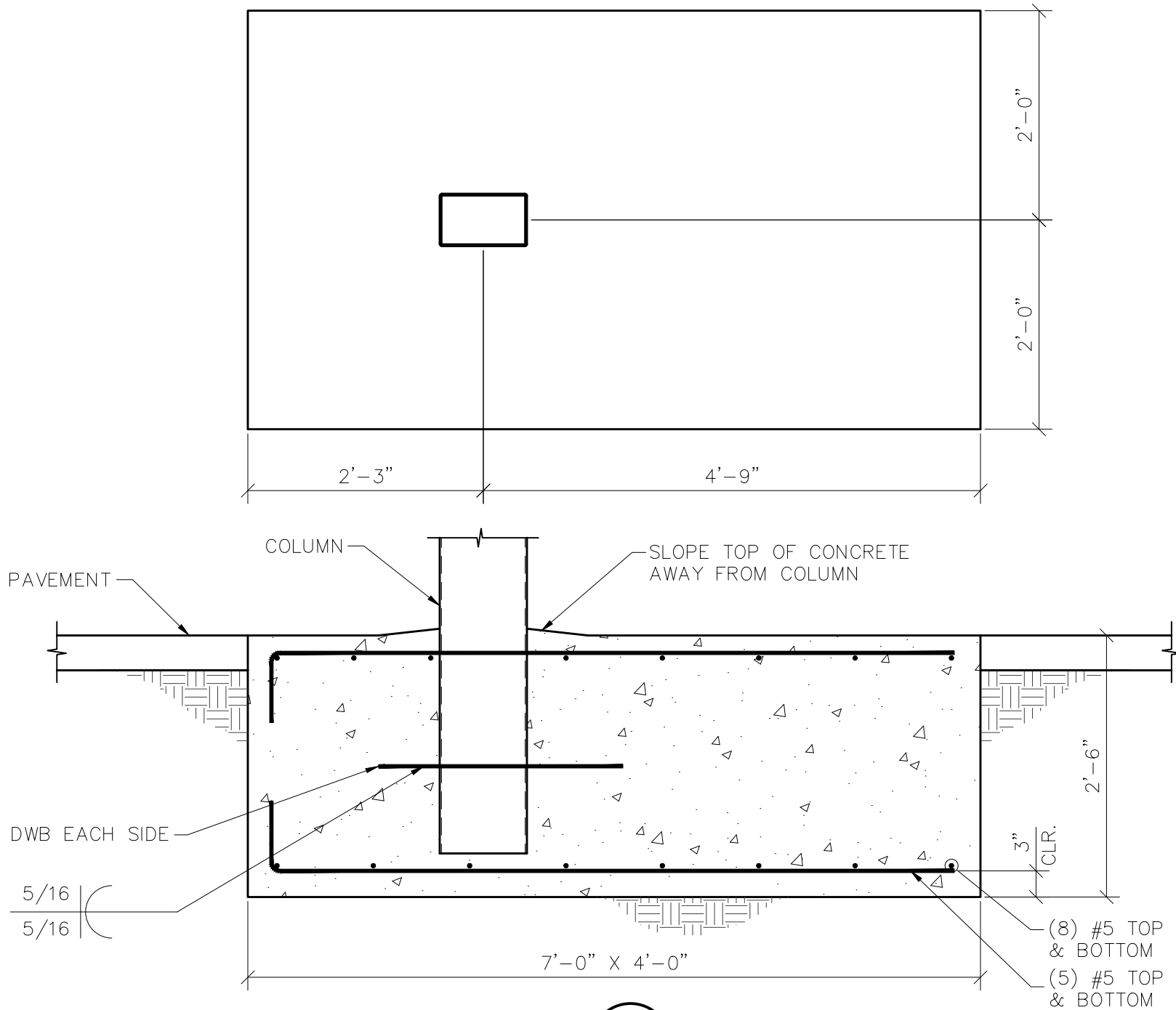
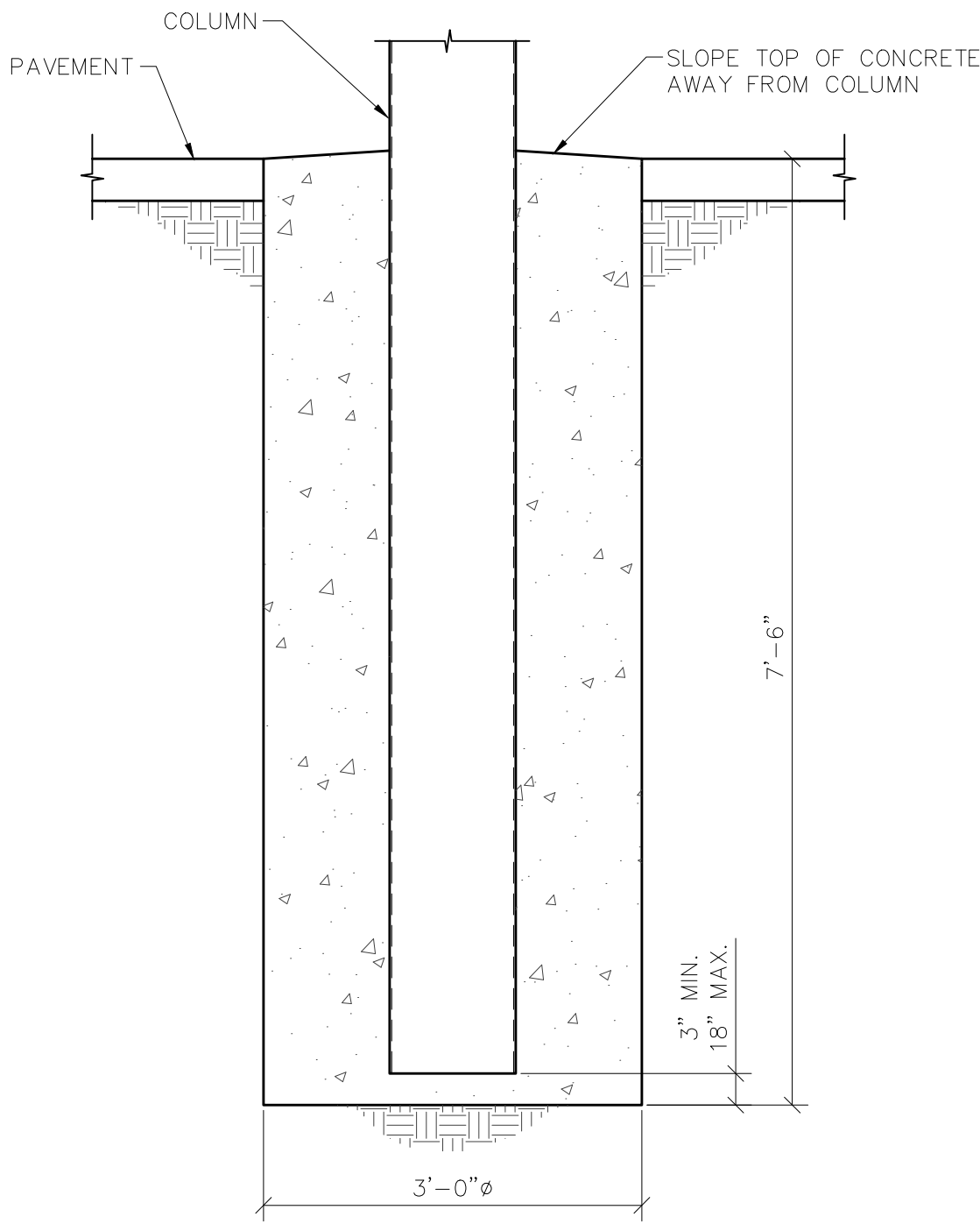
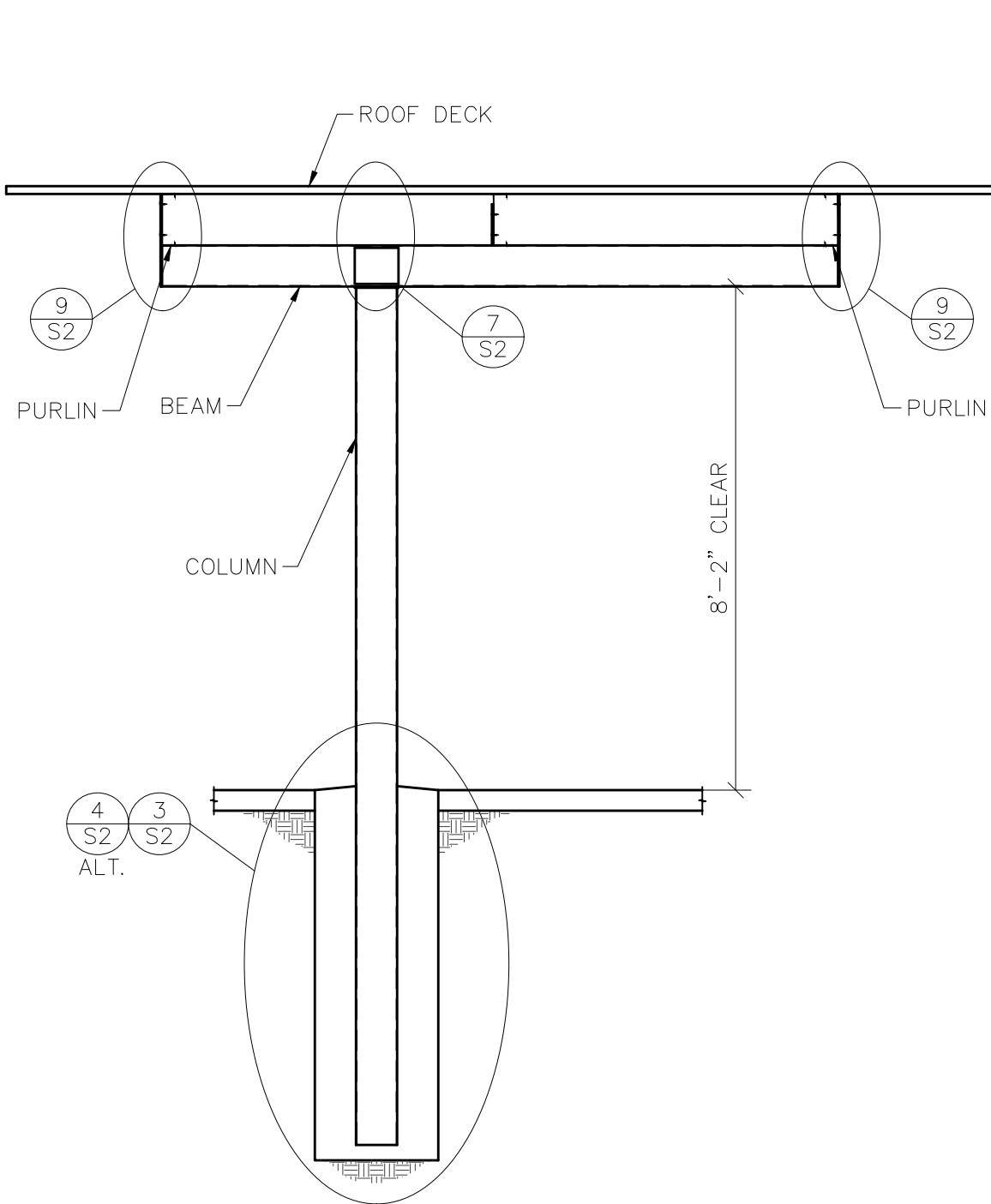
ALL WELDING SHALL BE COMPLETED IN THE SHOP OF AN APPROVED FABRICATOR OR 100% VISUALLY INSPECTED.

STATEMENT OF SPECIAL INSPECTIONS:

SPECIAL INSPECTIONS ARE NOT REQUIRED. SEE IBC SECTION 1704 EXCEPTION 2 AND SECTION 312.

DETAIL 1 — 1/4"=1'-0"

RFRM



DETAIL 2 — 3/8"=1'-0"

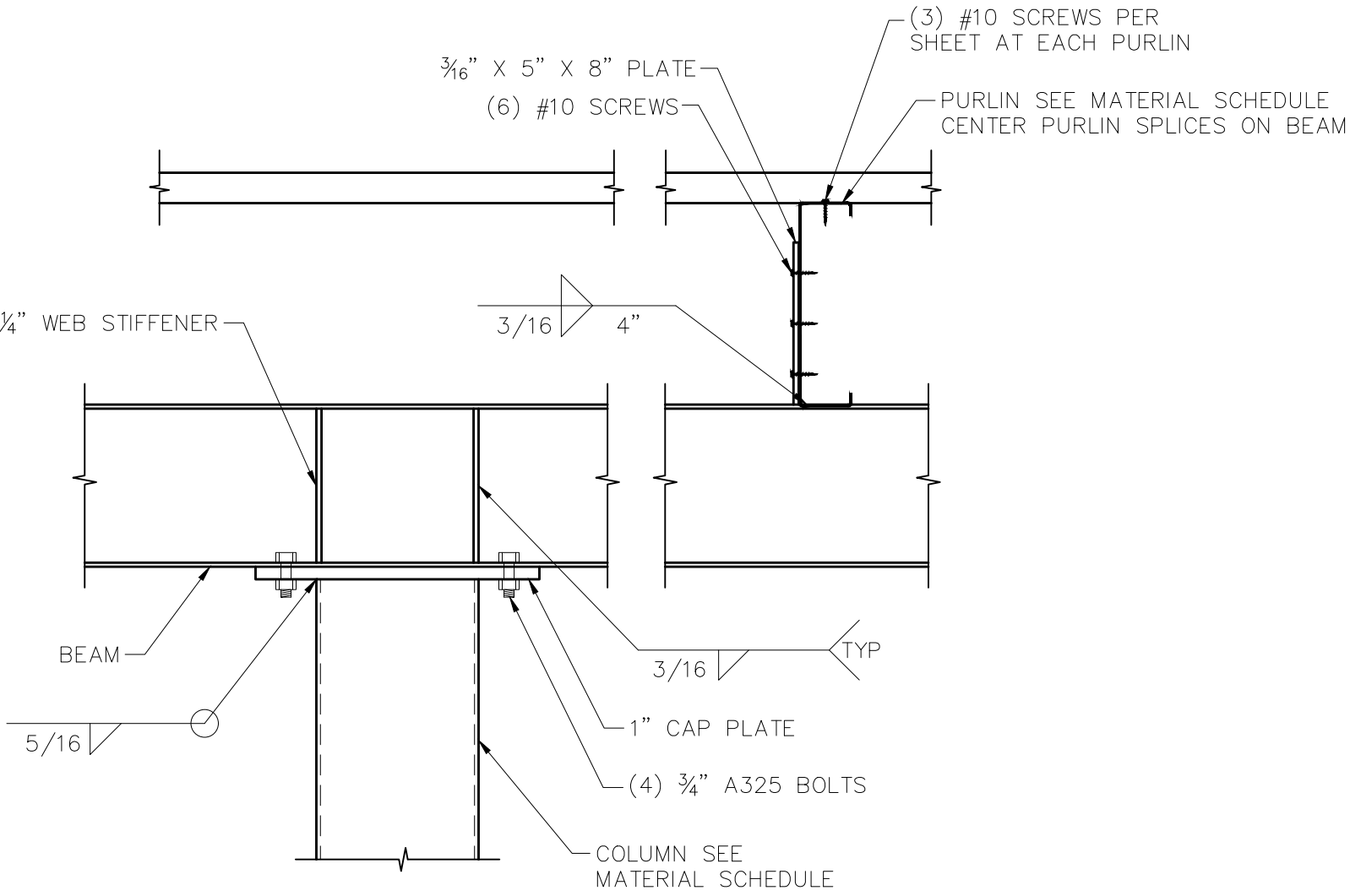
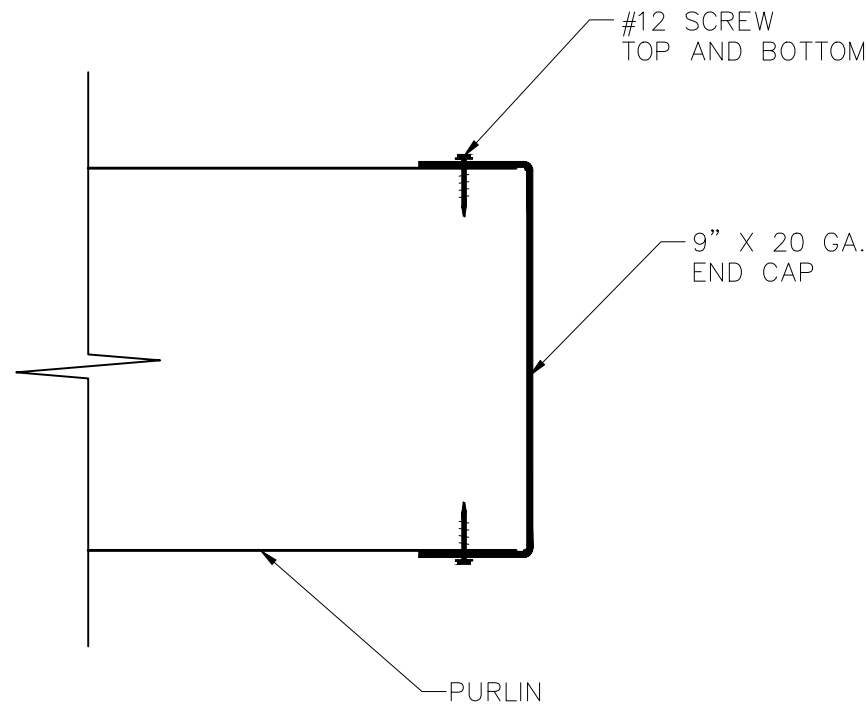
SSTSEC2

DETAIL 3 — 3/4"=1'-0"

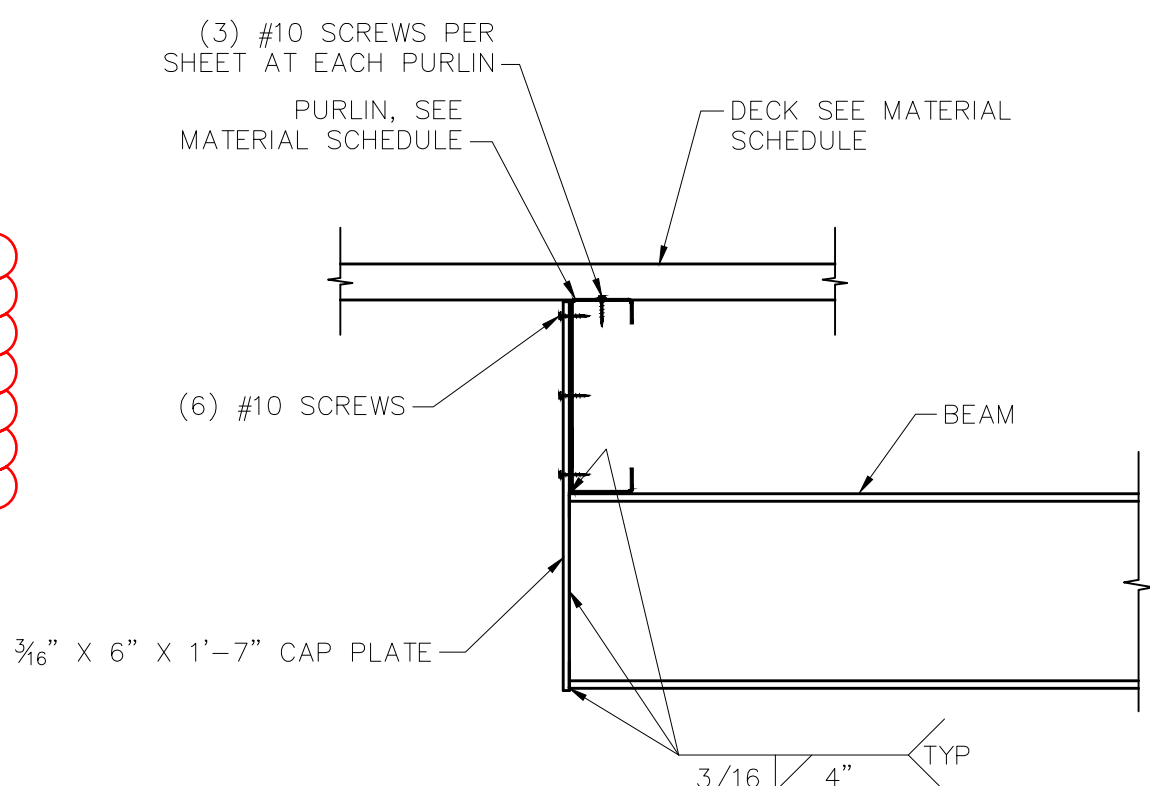
SSFTG

DETAIL 4 — 3/4"=1'-0"

SSAFTG



THESE DRAWINGS DEPICT DESIGN INTENT AND ARE NOT THE ACTUAL ENGINEERED DRAWINGS. PROJECT SPECIFIC ENGINEERING AND DESIGN WILL BE A FORTHCOMING DEFERRED SUBMITTAL.



DETAIL 5 — 3"=1'-0"

ENDCAP

NOT USED 6 —

NOTUSED

DETAIL 7 — 1 1/2"=1'-0"

SSBCCONNALT2

NOT USED 8 —

NOTUSED

DETAIL 9 — 1 1/2"=1'-0"

SSPBCCONNALT2

PROJECT ARCHITECT	PROJECT ENGINEER	DRAWN BY	DATE
CKR ENGINEERS	CKR ENGINEERS	CKR ENGINEERS	4/19/18

1	2	3	4
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1295 NORTH STATE STREET	OREM, UTAH 84057	PHONE: (801) 222-0922	FAX: (801) 222-0902
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CKR ENGINEERS	CONSULTING STRUCTURAL ENGINEERS
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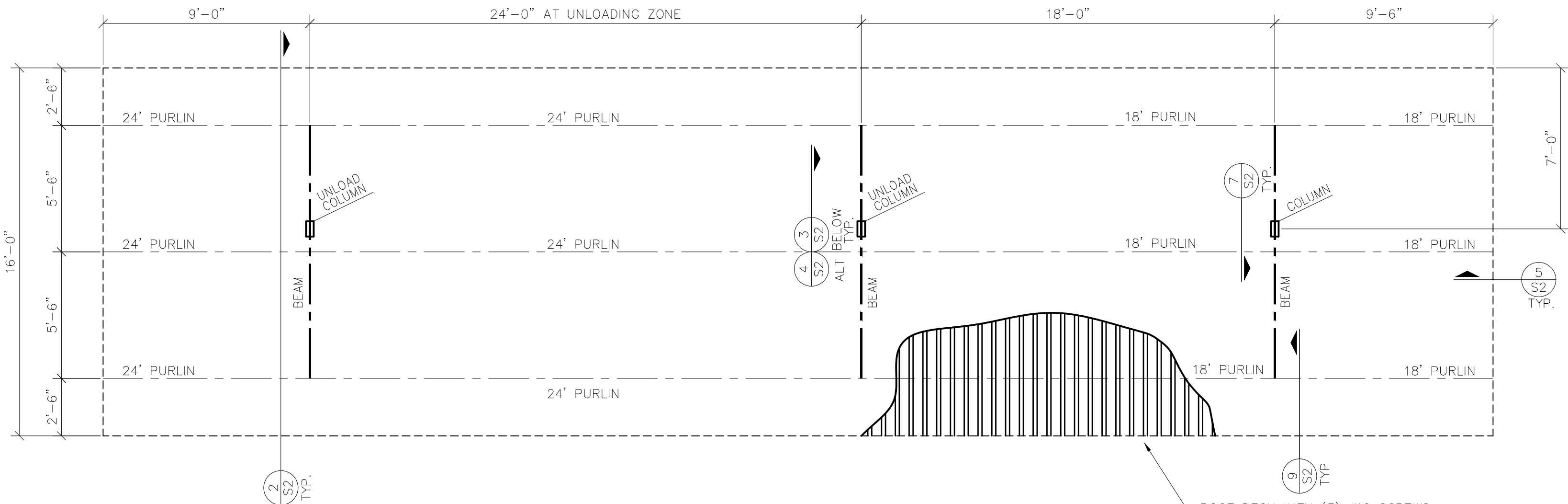
PROJECT	CCP - PARKING CANOPY	900 HWY 133 & 920 MAIN STREET	CARBONDALE CO. 81623
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PROJECT NO.	18174	DRAWING NO.	S1
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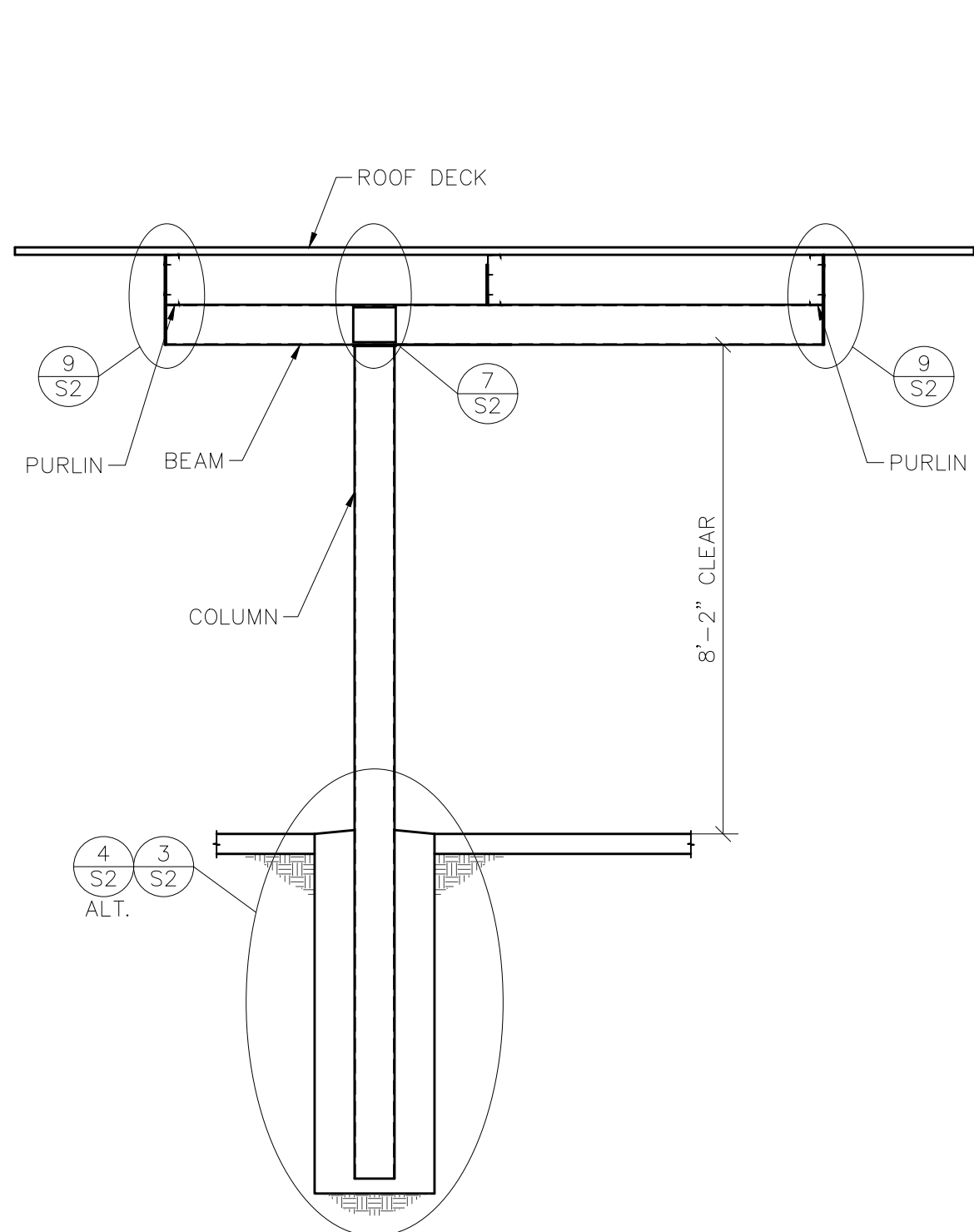
SHEET TITLE	ROOF FRAMING PLAN, DETAILS, AND NOTES
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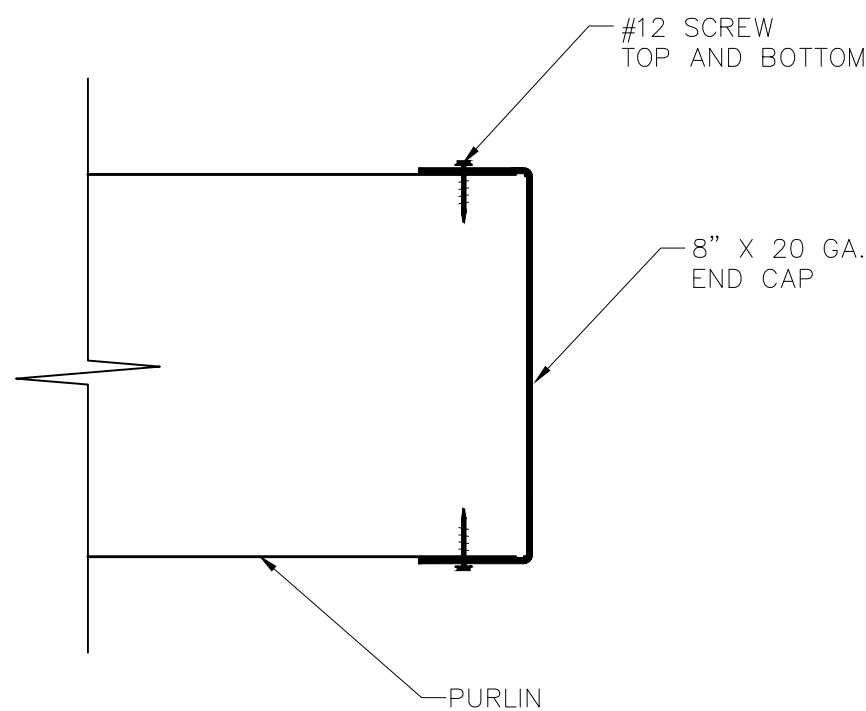
COPYRIGHT (C) 2015 BY CKR ENGINEERS, UTAH. ALL RIGHTS RESERVED. UNAUTHORIZED COPYING AND/OR USE IS ILLEGAL AND SUBJECT TO PROSECUTION.



DETAIL ① — 1/4"=1'-0"  
RFRM2

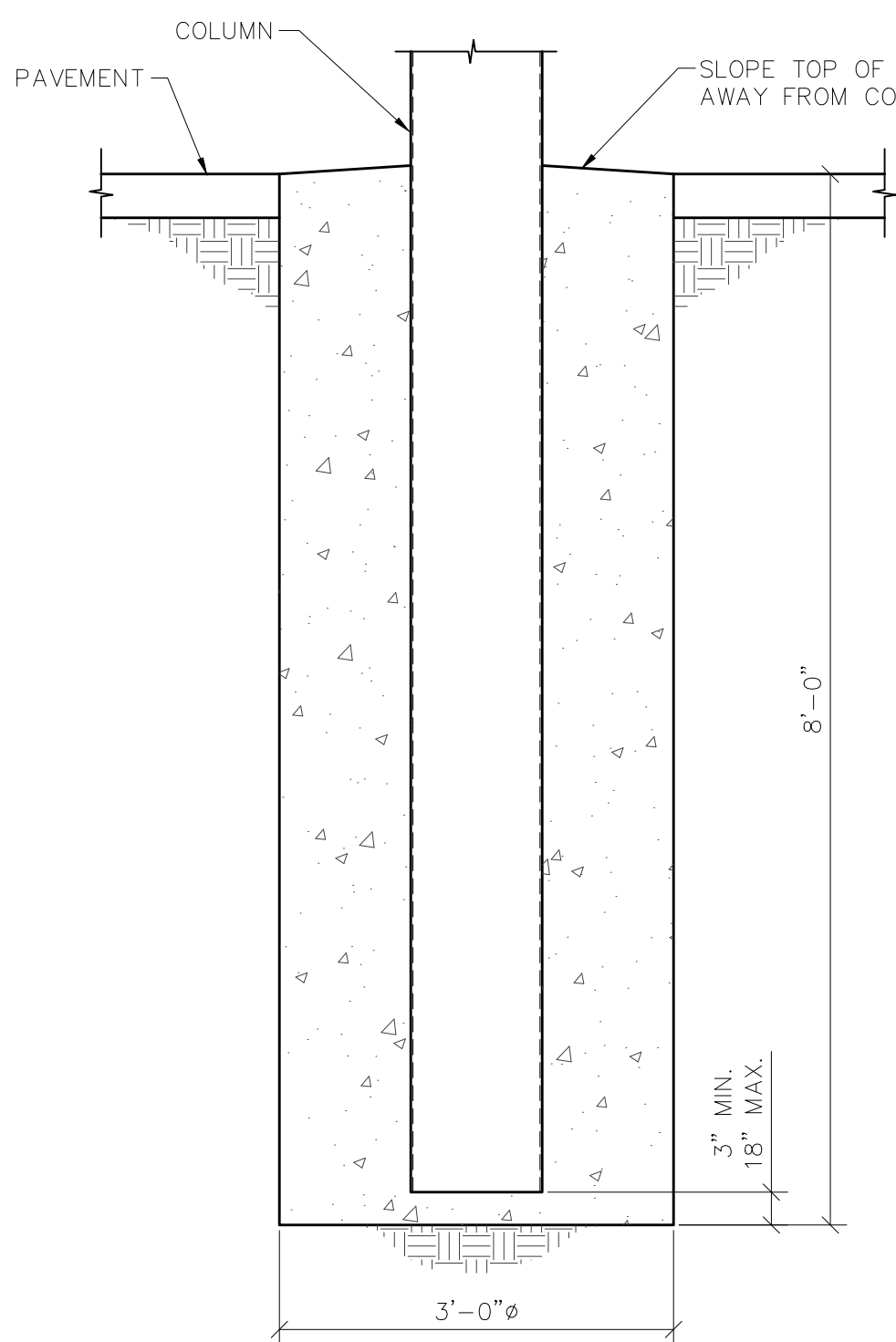


DETAIL ② — 3/8"=1'-0"  
SSTSEC2

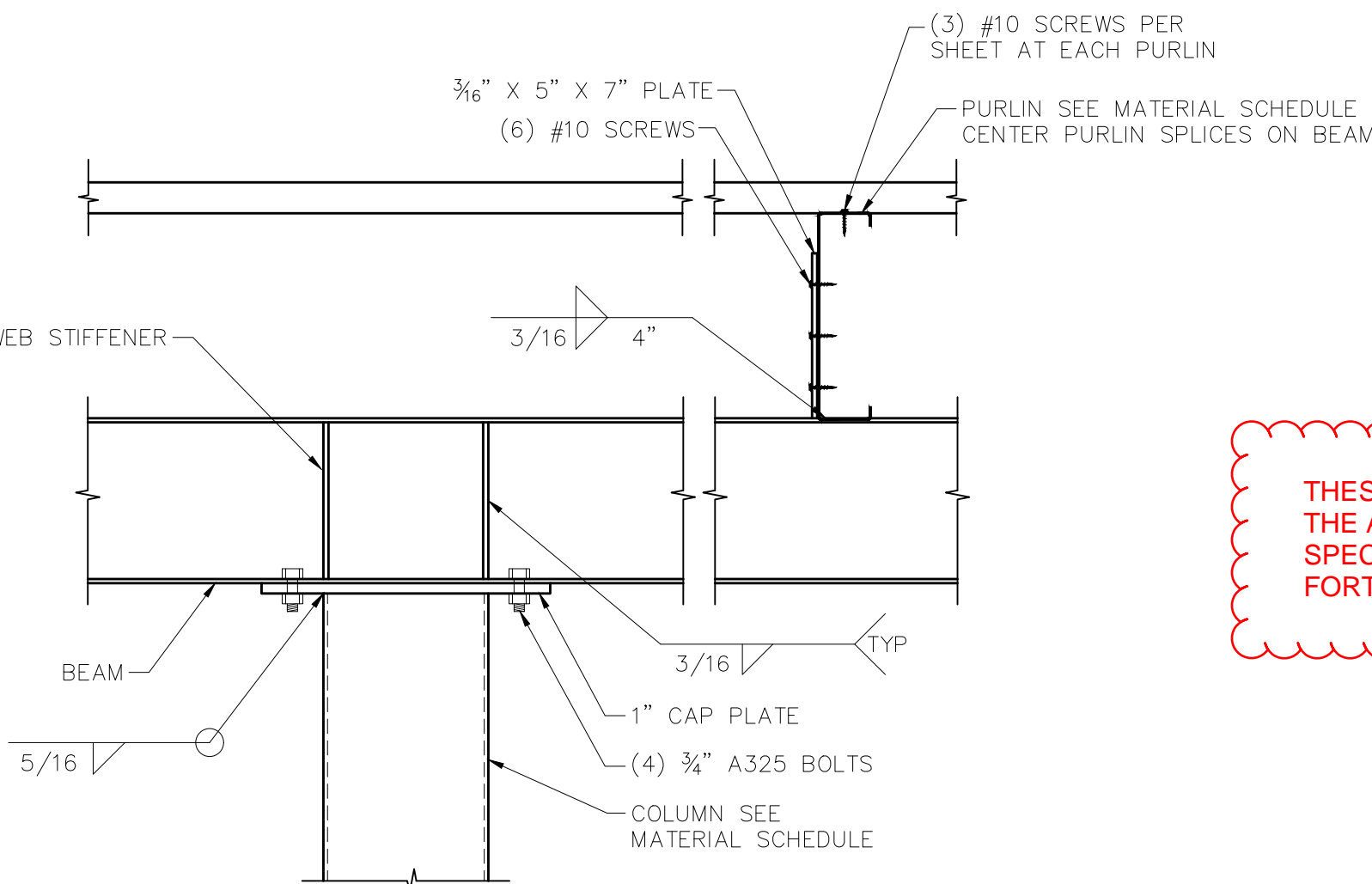


DETAIL ⑤ — 3"=1'-0"  
ENDCAP2

NOT USED ⑥ —  
NOTUSED



DETAIL ③ — 3/4"=1'-0"  
SSFTG2



DETAIL ⑦ — 1 1/2"=1'-0"  
SSBCONNALT

MATERIAL SCHEDULE	
ROOF DECK	24 GAGE CO PBR DECK
BEAMS	W10X26
18' PURLINS	9 CS3.5 X 105 (9 X 3 1/2 12 GAGE C)
UNLOAD COLUMNS	HSS 10" X 4" X 1/4"
24' PURLINS	(2) 9 CS3.5 X 105 (9 X 3 1/2 12 GAGE C)
COLUMNS	HSS 10" X 4" X 3/16"

GENERAL STRUCTURAL NOTES  
CODE: 2015 INTERNATIONAL BUILDING CODE  
DESIGN CRITERIA:  
GROUND SNOW LOAD: 50 PSF  
BASIC WIND SPEED: 115 MPH, EXPOSURE C  
SEISMIC DESIGN CATEGORY: C  
SITE CLASS: D  
BUILDING CATEGORY: II

SNOW DESIGN CRITERIA:  
FLAT ROOF SNOW LOAD P<sub>f</sub>: 42 PSF  
SNOW EXPOSURE FACTOR C<sub>e</sub>: 1.0  
SNOW LOAD IMPORTANCE FACTOR I<sub>s</sub>: 1.0  
THERMAL FACTOR C<sub>t</sub>: 1.2

WIND DESIGN CRITERIA:  
INTERNAL PRESSURE COEFFICIENT = 0.00 (OPEN)  
ALL COMPONENTS AND CLADDING SHOWN ON THESE DOCUMENTS

SEISMIC DESIGN CRITERIA:  
SEISMIC IMPORTANCE FACTOR I<sub>e</sub>: 1.0  
SEISMIC USE GROUP: I  
SPECTRAL ACCELERATION S<sub>s</sub>: 0.328g, S<sub>1</sub>: 0.083g  
SEISMIC FORCE RESISTING SYSTEM: CANTILEVERED COLUMNS  
DESIGN BASE SHEAR: 1328 LBS. PER COLUMN  
SEISMIC RESPONSE COEFFICIENT C<sub>s</sub>: 0.2696  
RESPONSE MODIFICATION FACTOR R: 1.25  
ANALYSIS PROCEDURE: EQUIVALENT STATIC

FOUNDATION DESIGN:  
ALLOWABLE SOIL BEARING VALUE IS BASED ON SOIL CLASS 5 OF THE INTERNATIONAL BUILDING CODE TABLE 1804.2. ALLOWABLE BEARING VALUE IS 1500 PSF AT 12" BELOW EXISTING NATURAL GRADE. FURTHER REVIEW IS REQUIRED IF UNCONSOLIDATED FILLS OR ORGANIC MATERIALS ARE ENCOUNTERED DURING EXCAVATION OF THE FOOTINGS. ADDITIONAL DEPTH OF EMBEDMENT MAY BE REQUIRED FOR FROST PROTECTION.

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STEEL ROOF DECKING:  
STEEL ROOF DECK SHALL CONFORM TO THE SPECIFICATIONS OF THE STEEL DECK INSTITUTE, ASTM A-792 GRADE E, F<sub>y</sub> = 80 KSI. CONNECTION TO FRAMING MEMBERS SHALL BE AS NOTED ON THE DRAWINGS.

LIGHT GAUGE STRUCTURAL STEEL FRAMING:  
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ALL WELDS AND WELDING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE AMERICAN WELDING SOCIETY. USE E70 OR F7 ELECTRODES FOR ALL WELDING. ALL WELDERS MUST BE A.W.S. QUALIFIED FOR THE SPECIFIC TYPE OF WELDING REQUIRED. WELD LENGTHS NOTED ON PLANS ARE THE NET EFFECTIVE LENGTH REQUIRED.

BOLT HOLES IN STEEL SHALL BE 1/16 INCH LARGER THAN NOMINAL SIZE OF BOLT USED.

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QUALITY ASSURANCE:  
HIGH STRENGTH BOLTS, NUTS, AND WASHERS SHALL HAVE IDENTIFICATION MARKINGS TO CONFORM TO ASTM A325. A MANUFACTURERS CERTIFICATE OF COMPLIANCE SHALL BE RETAINED ON FILE BY THE CONTRACTOR FOR A PERIOD OF 1 YEAR AFTER COMPLETION.

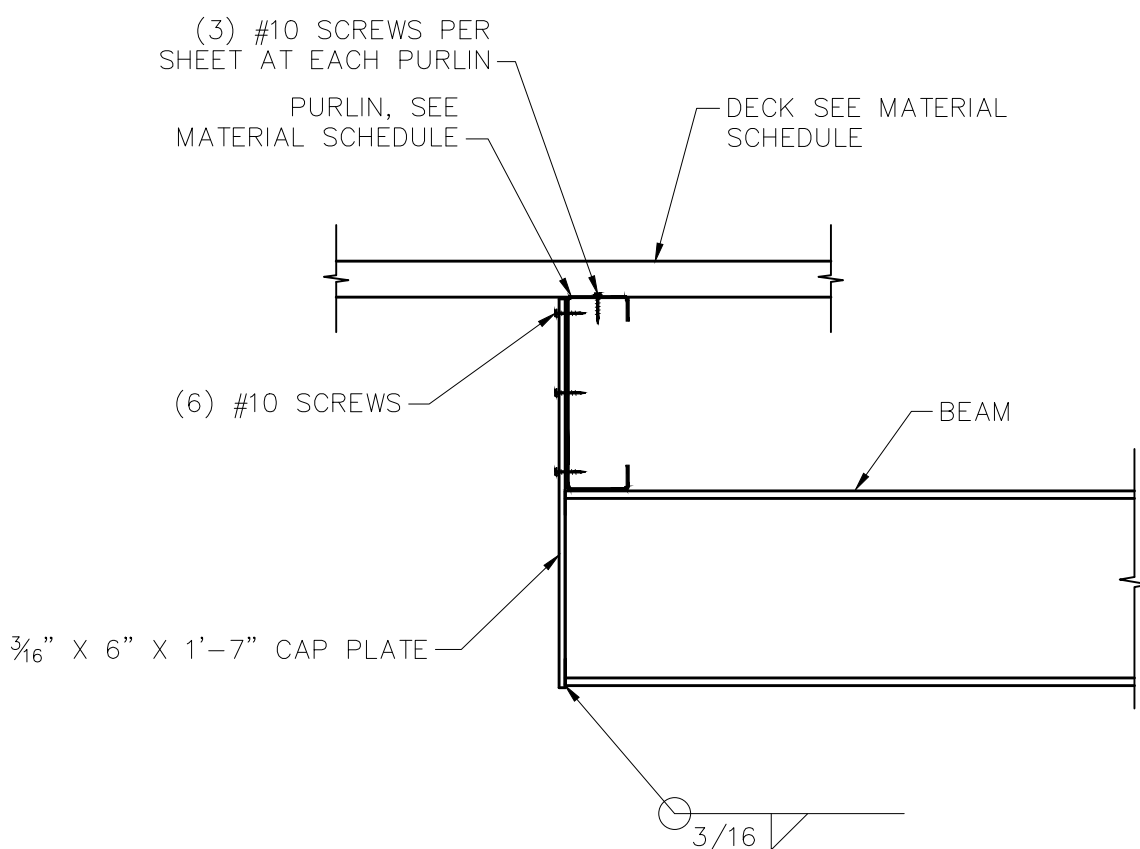
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STRUCTURAL STEEL SHALL HAVE IDENTIFICATION MARKINGS TO CONFORM TO THE STANDARDS LISTED ABOVE. MANUFACTURERS CERTIFIED MILL TEST REPORTS SHALL BE RETAINED ON FILE BY THE FABRICATOR FOR A PERIOD OF 1 YEAR AFTER COMPLETION.

WELD FILLER MATERIALS SHALL HAVE IDENTIFICATION MARKINGS TO CONFORM TO AWS SPECIFICATION AS NOTED ABOVE. A MANUFACTURERS CERTIFICATE OF COMPLIANCE SHALL BE RETAINED ON FILE BY THE FABRICATOR FOR A PERIOD OF 1 YEAR AFTER COMPLETION.

ALL WELDING SHALL BE COMPLETED IN THE SHOP OF AN APPROVED FABRICATOR OR 100% VISUALLY INSPECTED.

STATEMENT OF SPECIAL INSPECTIONS:  
SPECIAL INSPECTIONS ARE NOT REQUIRED. SEE IBC SECTION 1704 EXCEPTION 2 AND SECTION 312.



DETAIL ⑨ — 1 1/2"=1'-0"  
SSPBCONNALT

THESE DRAWINGS DEPICT DESIGN INTENT AND ARE NOT THE ACTUAL ENGINEERED DRAWINGS. PROJECT SPECIFIC ENGINEERING AND DESIGN WILL BE A FORTHCOMING DEFERRED SUBMITTAL.

PROJECT	DATE	BY
1		
2		
3		
4		

PROJECT ARCHITECT	PROJECT ENGINEER	DRAWN BY	DATE
CKR ENGINEERS	CKR ENGINEERS	CKR ENGINEERS	4/19/18

1295 NORTH STATE STREET  
OREM, UTAH 84057  
PHONE: (801) 222-0922  
FAX: (801) 222-0902

**CKR ENGINEERS**  
CONSULTING STRUCTURAL ENGINEERS

PROJECT  
CCP - PARKING CANOPY  
900 HWY 133 & 920 MAIN STREET  
CARBONDALE CO. 81623

PROJECT NO.  
18174  
DRAWING NO.

**S2**

SHEET TITLE  
PLAN, DETAILS, & NOTES



Reception#: 955096  
04/27/2021 08:52:57 AM Jean Alberico  
1 of 3 Rec Fee:\$23.00 Doc Fee:0.00 GARFIELD COUNTY CO

5

## SPECIAL WARRANTY DEED

THIS DEED, made this 27th day of April, 2021, between

**STEIN PROPERTIES, L.P., A CALIFORNIA LIMITED PARTNERSHIP**

GRANTOR(S), and  
**RONALD B. STEIN**

whose address is 1624 W Olive Avenue, Burbank, CA 91506, GRANTEE(S):

**WITNESS**, that the grantor(s), for no consideration has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee(s), grantee's heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado, described as follows:

### FOR LEGAL DESCRIPTION

**SEE EXHIBIT "A" ATTACHED HERETO AND FORMING A PART HEREOF**

also known by street and number as: **958 Highway 133, Carbondale, CO 81623**

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee, grantee's heirs and assigns forever. The grantor(s), for the grantor, grantor's heirs, and personal representatives or successors, does covenant and agree that grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under the grantor, except for general taxes for the current and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any; subject to Statutory Exceptions as defined in C.R.S. §38-30-113, Revised.

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

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

Stein Properties, L.P., a California limited partnership  
By: Blyco Realty, a California corporation, It's General Partner

By: Ronald B. Stein, President



SPECIAL WARRANTY DEED -

**7000282**

April 14, 2021  
4:53 PM

3





Reception#: 955096  
 04/27/2021 08:52:57 AM Jean Alberico  
 2 of 3 Rec Fee:\$23.00 Doc Fee:0.00 GARFIELD COUNTY CO

# CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Los Angeles

On APRIL 15, 2021, before me, G.KESHISHYAN, a Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Ronald B. Stein  
 Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature G. Keshishyan  
 Signature of Notary Public

## OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document:

Document Date: 27th April 2021 Number of Pages: 7000 282

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Reception#: 955096

04/27/2021 08:52:57 AM Jean Alberico

3 of 3 Rec Fee:\$23.00 Doc Fee:0.00 GARFIELD COUNTY CO

**EXHIBIT "A"**

Attached to and forming a part of  
**SPECIAL WARRANTY DEED**

**Lot 1,**

**EXEMPTION PLAT OF CARBONDALE CENTER PLACE, according to the Plat thereof filed**

APRIL 27, 2021, 2021 at Reception No. 955094.

County of **Garfield**, State of **Colorado**.

also known by street and number as: **958 Highway 133, Carbondale, CO 81623**



**TITLE COMPANY**  
of the rockies

SPECIAL WARRANTY DEED -

**7000282**

April 14, 2021

4:53 PM



Reception#: 955097  
04/27/2021 08:52:57 AM Jean Alberico  
1 of 4 Rec Fee:\$28.00 Doc Fee:279.80 GARFIELD COUNTY CO

6

## SPECIAL WARRANTY DEED

THIS DEED, made this 27th day of April, 2021, between

RONALD B. STEIN

GRANTOR(S), and  
CARBONDALE CENTER PLACE, LLC, A COLORADO LIMITED LIABILITY COMPANY

whose address is 414 Aspen Airport Business Center, Unit A, Aspen, CO 81611, GRANTEE(S):

**WITNESS**, that the grantor(s), for and in consideration of the sum of Two Million Seven Hundred Ninety Seven Thousand Fifty and 00/100 Dollars (\$2,798,047.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee(s), grantee's heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado, described as follows:

See Attached Exhibit "A"

also known by street and number as: **958 Highway 133, Carbondale, CO 81623**

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee, grantee's heirs and assigns forever. The grantor(s), for the grantor, grantor's heirs, and personal representatives or successors, does covenant and agree that grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under the grantor, but not otherwise, **SUBJECT TO** taxes for the current and subsequent years, and to the exceptions attached hereto and incorporated herein.

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

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

Ronald B. Stein

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Ronald B. Stein.

My Commission expires:

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

*please see attached ->*



TITLE COMPANY  
of the rockies

SPECIAL WARRANTY DEED -

7000282

April 22, 2021

3:38 PM

DF  
279.80

4





Reception#: 955097  
 04/27/2021 08:52:57 AM Jean Alberico  
 2 of 4 Rec Fee:\$28.00 Doc Fee:279.80 GARFIELD COUNTY CO

# CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

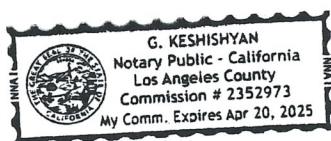
County of Los Angeles

On APRIL 22, 2021 before me, G.KESHISHYAN, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Ronald B. Stein  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature G. Keshishyan  
 Signature of Notary Public

## OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: Special Warranty Deed

Document Date: 4-22-21 Number of Pages: 04 ps.

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Reception#: 955097  
04/27/2021 08:52:57 AM Jean Alberico  
3 of 4 Rec Fee:\$28.00 Doc Fee:279.80 GARFIELD COUNTY CO

**EXHIBIT "A"**

Attached to and forming a part of  
**SPECIAL WARRANTY DEED**  
between

GRANTOR: **RONALD B. STEIN**

GRANTEE: **CARBONDALE CENTER PLACE, LLC, A COLORADO LIMITED LIABILITY  
COMPANY**

**LEGAL DESCRIPTION**

Lot 1,  
EXEMPTION PLAT OF CARBONDALE CENTER PLACE, according to the Plat thereof filed  
APRIL 27<sup>th</sup>, 2021 at Reception No. 955094.

County of **Garfield**, State of **Colorado**.

also known by street and number as: **958 Highway 133, Carbondale, CO 81623**



**TITLE COMPANY**  
of the rockies

SPECIAL WARRANTY DEED -

**7000282**  
April 22, 2021  
3:38 PM



Reception#: 955097

04/27/2021 08:52:57 AM Jean Alberico

4 of 4 Rec Fee:\$28.00 Doc Fee:279.80 GARFIELD COUNTY CO

Attached to and forming a part of  
**SPECIAL WARRANTY DEED**  
between

GRANTOR: **RONALD B. STEIN**

GRANTEE: **CARBONDALE CENTER PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY**

**EXCEPTIONS TO TITLE**

The right of the proprietor of a vein or lode to extract or remove his ore, should the same be found to penetrate or intersect the premises thereby granted and rights of way for ditches and canals as reserved in the United States Patent recorded in Book 12 at Page 160 (14016), and any and all assignments thereof or interests therein.

All oil, gas, minerals and other mineral rights as shown in Deed recorded at Reception No. 180109, Book 265 at Page 256, and any and all assignments thereof or interest therein.

All oil, gas, minerals and other mineral rights as reserved in Deed recorded at Reception No. 193606 in Book 292 at Page 236, and any and all assignments thereof or interest therein.

Terms, conditions, provisions, agreements and obligations contained in recorded Agreement recorded May 22, 1906 in Book 51 at Page 520.

PUD Zone District Map recorded September 13, 1989 at Reception No. 405568.

Terms, conditions, provisions, agreements and obligations contained in Resolution recorded August 1, 2001 at Reception No. 585436 and at Reception No. 585437.

Terms, conditions, provisions, agreements and obligations contained in Resolution recorded July 31, 2009 at Reception No. 772476.

Terms, conditions, provisions, agreements and obligations contained in Termination of Easements recorded January 12, 2021 at Reception No. 948511.

Easements, rights of way and all other matters as shown on the Plat of Exemption Plat of Carbondale Center Place, APRIL 27, 2021 at Reception No. 955094.

Major Site Plan Approval Ordinance (No. 2, Series of 2021) Recorded APRIL 27, 2021 as Reception No. 955098.

Subdivision Improvements Agreement recorded APRIL 27, 2021, as Reception No. 955100.



SPECIAL WARRANTY DEED -

**7000282**  
April 22, 2021  
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Reception#: 955102  
04/27/2021 08:52:57 AM Jean Alberico  
1 of 8 Rec Fee:\$48.00 Doc Fee:0.00 GARFIELD COUNTY CO

11

RETURN TO:

Carbondale Center Place LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDER'S USE \_\_\_\_\_

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT ("Agreement") is made as of the 27<sup>th</sup> day of APRIL, 2021 ("Effective Date") by and between Carbondale Center Place LLC, a Colorado limited liability Company ("Grantor") and Stein Properties L.P., a California limited partnership ("Grantee"). Grantor and Grantee may each individually be referenced herein as a "Party" or collectively, as "Parties".

RECITALS:

WHEREAS, Grantor is the owner of that certain real property and improvements in Garfield County, Colorado described as Lot 1, Exemption Plat for Carbondale Center Place n, according to that plat thereof recorded on 4/27, 2021 under Reception No. 955094 ("Lot 1").

WHEREAS, Grantee is the owner of that certain real property and improvements in Garfield County, Colorado described as Lot 2, Exemption Plat for Carbondale Center Place, according to that plat thereof recorded on 4/27, 2021 under Reception No. 955094 ("Lot 2");

WHEREAS, Grantee intends to construct upon Lot 2 certain improvements, including a self-storage building along the western boundary of Lot 2 (the "Building");

WHEREAS, the west exterior wall of the Building, and the ground along such wall, will include landscaping features and irrigation designed to create a "living wall" experience (the "Living Wall");

WHEREAS, Grantee desires to maintain the Living Wall and other components of the west exterior wall of the Building (collectively the "West Wall"), in connection therewith, will require access to the area on the east side of Lot 1 as described on Exhibit A attached hereto (the "Wall Maintenance Area"); and

WHEREAS, Grantor desires to grant Grantee, and Grantee desires to acquire, a perpetual, nonexclusive easement over the Wall Maintenance Area in order to access and maintain the West Wall, as more particularly described herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual promises hereinafter set forth and other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree and covenant to and with each other the following:

1. Incorporation of Recitals. The recitals and definitions set forth above are incorporated herein by reference and made a part of this Agreement.

2. Grant of Easement. Grantor grants, bargains, sells, transfers and conveys to Grantee, its successors and assigns, a perpetual, nonexclusive easement in, to, under and over the Wall Maintenance Area (the "Easement"). Grantee covenants and agrees that it shall use the Easement only for the purposes set forth in this Agreement and for no other purpose, and in strict accordance with the terms and conditions of this Agreement.

3. Permitted Use. Grantee, at its sole expense, shall use the Easement only to plant, maintain, irrigate and replace vegetation within the Easement ("Permitted Use"). Grantee shall have the right to grant the use of the Easement to their landscapers as reasonably necessary to accomplish the Permitted Use. Grantee, at its sole expense, shall keep the Wall Maintenance Area free from rubbish, obstacles, barricades, and other obstructions and shall ensure the Living Wall is maintained in good, clean, safe, and useful condition and state of repair. In the event that Grantee fails to maintain or repair the area within the Easement, and if such failure continues for thirty (30) days after written notice thereof is given to Grantee, then Grantor or its agents may perform any maintenance or repair that it deems reasonably necessary, and Grantee shall reimburse Grantor for the reasonable costs thereof within thirty (30) days after written notice thereof. Grantee shall have no right to install improvements within the Wall Maintenance Area other than an underground irrigation system to serve the Living Wall, which system shall not interfere with use of Lot 1, including any parking spaces adjacent to, or nearby, the Living Wall. The Permitted Use shall also include the right of Grantee to access the Easement over Lot 1, to the extent reasonably necessary and with no displacement or impairment of parking spaces on Lot 1, except as permitted under Section 4.B below.

4. Limitations on Access; Parking Area on Lot 1. Grantee understands and acknowledges that parking spaces for Grantor and Grantor's tenants and invitees will be located along the east boundary of Lot 1, in close proximity to the West Wall and within the Wall Maintenance Area. Therefore, Grantor agrees that its use and access of the Easement shall be further limited in accordance with the following:

A. Routine Maintenance. Grantee agrees that any regular, routine inspection or simple maintenance of the West Wall ("Routine Maintenance") shall not require the movement or relocation of any vehicles parked on Lot 1, and Grantee shall not interfere, obstruct or otherwise affect any parking spaces or parked vehicles on Lot 1 during such Routine Maintenance.

B. Non-Routine Maintenance. Any maintenance or work on the West Wall that requires access or staging within the parking area on Lot 1, or the movement of any parked vehicles on Lot 1, shall require Grantor's advance written approval ("Non-Routine Maintenance"). Grantor shall be required to grant approval for Non-Routine Maintenance only if such request (i) is made no more than once during any three (3) month period; (ii) will allow at least 72 hours advance notice to any users of the affected parking spaces on Lot 1; and (iii) will ensure that any Non-Routine Maintenance work is completed within one (1) business day. If Grantee's request for Non-Routine Maintenance contemplates work outside of the aforementioned parameters, including outside of the defined Wall Maintenance Area, Grantor's approval shall be required; provided, however, Grantor's approval shall not be unreasonably withheld if Grantee provides at least fifteen (15) days written notice to Grantor. In performing such Non-Routine Maintenance, Grantee shall use reasonable efforts to minimize the impact of such work on any occupants of Lot 1 and/or parking spaces on Lot 1.





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3 of 8 Rec Fee:\$48.00 Doc Fee:0.00 GARFIELD COUNTY CO

C. Emergency Maintenance. Grantee or Grantor shall have the right to access the West Wall in the event immediate access is necessary for the preservation of life or property; provided, however, precaution shall be taken to minimize or eliminate any risk to parked vehicles or other property situated on Lot 1.

D. Indemnity. Grantee shall indemnify, defend, protect, and hold Grantor, and Grantor's tenants, guests, invitees and permittees, harmless from and against any and all loss, claim, injuries, liabilities, damages, costs or expenses ("Claims"), including reasonable attorneys' fees, incurred as a result of, or connected in any manner with, the (i) existence, use or operation of the Living Wall; (ii) use of the Easement and/or the Permitted Use; and/or (iii) access of the Wall Maintenance Area by Grantee or any contractor, agent or representative of Grantee. The intent of this indemnification is to fully indemnify Grantor against personal injury and property damage resulting from the existence of the Living Wall or any maintenance of the Living Wall.

E. Insurance. Grantee will carry or require its contractors to carry commercial general liability insurance in amounts commercially reasonable for the uses of the Easement outlined herein and sufficient to cover injury to person and/or property and death of any person or persons in or about the Easement, and in no event shall the insurance amounts be less than \$2,000,000. Grantee shall add Grantor to any such policy as an additional insured. The foregoing insurance maintained by Grantee shall be in full force and effect during any construction activities by Grantee and thereafter for operations of the Living Wall, such that insurance shall cover any liabilities and property damage arising from the continued use and operation of the Living Wall.

F. Runs with the Land. This Agreement and the rights and obligations set forth herein shall be appurtenant to and shall run with title to Lot 1 and Lot 2, and shall be binding upon and inure to the benefit of the Parties successors, assigns, heirs, representatives, creditors, and transferees.

G. Recording. Grantee shall record this Agreement with the appropriate recording officer upon execution of this Agreement.

H. Successors and Assigns. The Agreement and the provisions and covenants contained in this Agreement are for the benefit of the Parties and shall run with the land comprising the Property and shall bind and inure to the benefit of the Parties and their respective successors, heirs and assigns.

I. Construction and Governing Law. This Agreement shall be construed in accordance with Colorado law and any action arising out of this Agreement must be filed in Garfield County Colorado. In the event either party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all of its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).

J. Modification. This Agreement may only be modified or terminated by written instrument executed by all parties to this Agreement, and/or their successors and assigns.

K. Counterparts. This Agreement may be signed in counterparts and all of which, when taken together, shall constitute one instrument.



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04/27/2021 08:52:57 AM Jean Alberico  
4 of 8 Rec Fee:\$48.00 Doc Fee:0.00 GARFIELD COUNTY CO

IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this Agreement.

GRANTOR:

Carbondale Center Place LLC,  
a Colorado limited liability company

By:

Name:

Title:

STATE OF COLORADO

COUNTY OF

Garfield

SS:

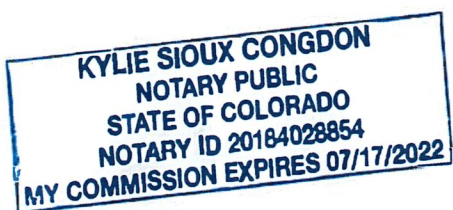
On this 20<sup>th</sup> day of April, 2021, before me, a Notary Public, the undersigned officer, personally appeared Riley Soderquist, who acknowledged himself/herself to be the manager of Carbondale Center Place LLC, a Colorado limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

7/17/2022





Reception#: 955102

04/27/2021 08:52:57 AM Jean Alberico

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GRANTEE:

**Stein Properties L.P.,**  
a California limited partnership

By: 

Name: Thomas D. Siciliano, Jr., CFO

Title: Blyco Realty, General Partner

STATE OF COLORADO

COUNTY OF \_\_\_\_\_

*See attached*  
)  
)  
)  
SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of Stein Properties L.P., a California limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of LOS ANGELES )

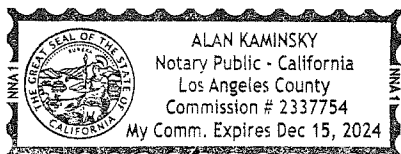
On April 23 2021 before me, ALAN KAMINSKY Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared THOMAS D. SICILANO JR  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Alan Kaminsky  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Access + Maintenance Easement Agreement Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



Reception#: 955102

04/27/2021 08:52:57 AM Jean Alberico  
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**Exhibit A**

Description of Wall Maintenance Area



EXHIBIT MAP OF

**3' MAINTENANCE ACCESS EASEMENT**

A PARCEL OF LAND SITUATED IN LOT 9 OF SECTION 33 & IN LOT 12 OF SECTION 34  
TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6th P.M.  
COUNTY OF GARFIELD, STATE OF COLORADO

MESSED UP LLC  
281 OLD MIDLAND SPUR  
GLENWOOD SPRINGS CO 81601  
ASSESSOR PARCEL No. 239333100003

E T PLAZA INDUSTRIAL PARK PLANNED COMMUNITY ASSOCIATION  
0898 HIGHWAY 133  
CARBONDALE CO 81623  
ASSESSOR PARCEL No. 239333140017

3' MAINTENANCE  
ACCESS EASEMENT

LOT 1  
87,031 SQ.FT.±  
1.998 ACRES±

LOT 2  
93,771 SQ.FT.±  
2.153 ACRES±

HIGHWAY 133

12TH STREET  
RIGHT-OF-WAY VARIES  
(ASPHALT SURFACE)

COLORADO AVENUE  
60'± RIGHT-OF-WAY  
(ASPHALT SURFACE)

SCALE 1" = 80'

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

**SOPRIS ENGINEERING - LLC**  
CIVIL CONSULTANTS  
502 MAIN STREET, SUITE A3  
CARBONDALE, COLORADO 81623  
(970) 704-0311 SOPRISENG@SOPRISENG.COM

sb 4/23/2021  
19237 Carbondale Center PL Exempt Plat.dwg

### STATEMENT OF AUTHORITY

1. This **STATEMENT OF AUTHORITY** relates to entity named  
**CARBONDALE CENTER PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY**  
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a : **Limited Liability Company**
3. The entity is formed under the laws of the state of **Colorado**
4. The mailing address of the entity is:  
**414 Aspen Airport Business Center, Unit A  
Aspen, CO 81611**
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is/are:  
**Riley Soderquist, Manager**
6. The authority of each of the foregoing person(s) to bind the entity is  
☒ not limited (check one)  
☐ limited as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Other matters concerning the manner in which the entity deals with interests in the property:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Carbondale Center Place, LLC, a Colorado limited liability company**

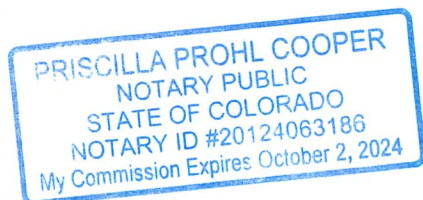
By:   
**Riley Soderquist, Manager**

State of: COLORADO  
County of: EALE §

The foregoing instrument was acknowledged, subscribed and sworn to before me this 23rd day of April, 20 21 by **Riley Soderquist, Manager of Carbondale Center Place, LLC, a Colorado limited liability company.**

My commission expires: 10/21/2024

  
Notary Public



### STATEMENT OF AUTHORITY

1. This **STATEMENT OF AUTHORITY** relates to entity named  
**BLYCO REALTY, A CALIFORNIA CORPORATION**  
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a : **Corporation**
3. The entity is formed under the laws of the state of **California**
4. The mailing address of the entity is:  
**1624 W Olive Avenue  
Burbank, CA 91506**
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is/are:  
**Ronald B. Stein, President**

6. The authority of each of the foregoing person(s) to bind the entity is  
☒ not limited (check one)  
☐ limited as follows:

7. Other matters concerning the manner in which the entity deals with interests in the property:

NONE

Ronald B Stein  
Ronald B. Stein

State of: \_\_\_\_\_ §  
County of: \_\_\_\_\_

The foregoing instrument was acknowledged, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **Ronald B. Stein President of Blyco Realty a California Corporation.**

My commission expires: \_\_\_\_\_  
Notary Public

*please see attached →*



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

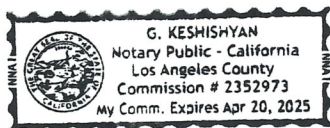
County of Los Angeles

On APRIL 22, 2021 before me, G.KESHISHYAN, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Ronald B. Stein  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature G. Keshishyan  
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date: 4-22-21 Number of Pages: 700

Signer(s) Other Than Named Above: /

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☒ Individual

☐ Trustee

☐ Other:

Signer is Representing:

☐ Attorney in Fact

☐ Guardian or Conservator

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Trustee

☐ Other:

Signer is Representing:

☐ Attorney in Fact

☐ Guardian or Conservator