

**RESOLUTION NO. 16  
SERIES NO. 2023**

**A RESOLUTION OF THE CRESTED BUTTE TOWN  
COUNCIL AUTHORIZING THE GRANT OF A  
REVOCABLE LICENSE TO SCOTT MICHAEL FREID  
AND JENNIFER CARROLL FREID TO ENCROACH  
INTO THE RIGHT-OF-WAY ADJACENT TO THE  
NORTH 98.5 FEET OF LOTS 14-16, BLOCK 21 TO THE  
WEST BEING SECOND STREET, TOWN OF CRESTED  
BUTTE**

WHEREAS, the Town of Crested Butte, Colorado (the "Town") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, Stephanie Ballard and Christopher Driscoll (the "Owner") is the record owner of certain real property located within Crested Butte and legally described as follows:

Block 21,  
North 98.5 feet of Lots 14-16  
Town of Crested Butte,  
County of Gunnison,  
State of Colorado

which contains a unit commonly known as 304 Second Street, Crested Butte, Colorado 81224 (the "Subject Property");

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to Scott Michael Freid and Jennifer Carroll Freid to encroach into the right-of-way adjacent to the North 98.5 feet of Lots 14-16, Block 21 to the west being Second Street, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that granting a revocable license to grant a revocable license to Scott Michael Freid and Jennifer Carroll Freid to encroach into the right-of-way adjacent to the North 98.5 feet of Lots 14-16, Block 21 to the west being Second Street, Town of Crested Butte, is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT:

1. **Findings.** The Town Council hereby finds that granting a revocable license to Scott Michael Freid and Jennifer Carroll Freid to encroach into the right-of-way adjacent to the North 98.5 feet of Lots 14-16, Block 21 to the west being Second Street, Town of Crested Butte, by maintaining a water service line to the historic home in the right of way is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

2. Authorization of Mayor. Based on the foregoing, the Town Council hereby authorizes the Mayor to execute the "Revocable License Agreement" in substantially the same form as attached hereto as Exhibit "A."

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 2nd DAY OF October, 2023

TOWN OF CRESTED BUTTE

By: [Signature]  
Ian Billick, Mayor

ATTEST [Signature]  
Lynelle Stanford, Town Clerk

(SEAL)



EXHIBIT "A"

Revocable License Agreement

[attach approved form here]

RESOLUTION NO. 18  
SERIES NO. 2022

**A RESOLUTION OF THE CRESTED BUTTE TOWN  
COUNCIL AUTHORIZING THE GRANT OF A  
REVOCABLE LICENSE TO SCOTT MICHAEL FREID  
AND JENNIFER CARROLL FREID TO ENCROACH  
INTO THE RIGHT-OF-WAY ADJACENT TO LOT 16,  
BLOCK 21 AND THE ALLEY SOUTH OF ELK AVENUE  
BETWEEN SECOND STREET AND THIRD STREET,  
TOWN OF CRESTED BUTTE**

WHEREAS, the Town of Crested Butte, Colorado (the "**Town**") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, Scott Michael Fried and Jennifer Carroll Fried (the "**Owner**") is the record owner of certain real property located within Crested Butte and legally described as follows:

Block 21,  
North 98.5 feet of Lots 14-16,  
Town of Crested Butte,  
County of Gunnison,  
State of Colorado

which contains a unit commonly known as 304 Second Street, Crested Butte, Colorado 81224 (the "**Subject Property**");

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to Scott Michael Freid and Jennifer Carroll Freid to encroach into the right-of-way including the alley to the north of Elk Avenue adjacent to Lot 16, Block 21, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that granting a revocable license to grant a revocable license to Scott Michael Freid and Jennifer Carroll Freid to encroach into the right-of-way including the alley to the north of Elk Avenue adjacent to Lot 16, Block 21, Town of Crested Butte, is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT:

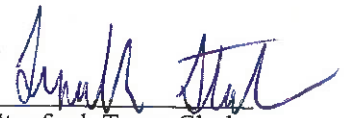
1. **Findings.** The Town Council hereby finds that granting a revocable license to Scott Michael Freid and Jennifer Carroll Freid to encroach into the right-of-way including the alley to the north of Elk Avenue adjacent to Lot 16, Block 21, Town of Crested Butte, by installing and maintaining the water line in the right of way is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

2. Authorization of Mayor. Based on the foregoing, the Town Council hereby authorizes the Mayor to execute the "Revocable License Agreement" in substantially the same form as attached hereto as Exhibit "A."

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 20<sup>th</sup>  
DAY OF JUNE, 2022

TOWN OF CRESTED BUTTE

By:   
Ian Billick, Mayor

ATTEST   
Lynelle Stanford, Town Clerk

(SEAL)



**EXHIBIT "A"**

**Revocable License Agreement**

[attach approved form here]



**RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:**

Town of Crested Butte  
Attn: Town Clerk  
502 Maroon Avenue  
Crested Butte, CO 81224

**REVOCABLE LICENSE AGREEMENT**

THIS REVOCABLE LICENSE AGREEMENT (this "**Agreement**") is made and entered into this 2 day of October, 2023, by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Licensor**"), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and SCOTT MICHAEL FREID and JENNIFER CARROL FREID, ("**Licensee**"), 6006 Ascot Cove, Austin, TX 78746-1133.

**RECITALS:**

A. Licensee owns the real property described as follows:

Block 21,  
North 98.5 feet of Lots 14-16,  
Town of Crested Butte,  
County of Gunnison,  
State of Colorado,

commonly known as 304 Second Street, Crested Butte, Colorado 81224 (the "**Premises**").

B. The Premises is bound by that certain public right of way known as Second Street and the alley to the North of Elk Avenue between Second Street and Third Street (the "**Public Property**").

C. Licensee has requested the right to construct and install and keep and maintain certain improvements in the Public Property.

D. The Town is willing to allow Licensee to keep and maintain such improvements in the Public Property, subject to certain conditions and requirements.

NOW, THEREFORE, for and in consideration of the covenants, terms, conditions and requirements set forth herein, the sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**AGREEMENT:**



1. **Grant of License.** Licensor hereby grants to Licensee and its successors in interest a revocable license (the "**License**") to keep and maintain the improvements, which is the installation of the water line on rights of way adjacent to Lot 16, Block 21, as described in **Exhibit "A"** (the "**Improvements**") attached hereto on the Public Property in the location set forth on **Exhibit "B"** attached hereto.

2. **Permit for Construction and Maintenance.** Licensee has obtained all necessary permits from the Town pursuant to Chapter 11, Article 2 of the Crested Butte Municipal Code relative to all construction, installation and maintenance activities relative to the Improvements. The Improvements have been constructed.

3. **Term of License; Revocation.**

3.1. The License shall exist and continue until the happening of either the following events, which such event shall automatically terminate and extinguish the License:

(a) the Improvements are demolished, removed or damaged by fire or other casualty such that such Improvements cannot be reasonably repaired in their present location; or

(b) the Town Council finds at a regular, public meeting that (i) the Improvements must be removed in order to make the Public Property available for public use or for such other reason as determined by the Town Council in its sole discretion, or (ii) Licensee is in default of this Agreement.

3.2. The License is made subordinate to the right of Licensor to use the Public Property for any public purpose, including, without limitation, public pedestrian uses, surface and subsurface improvements and public utilities. In addition to Licensor's revocation rights set forth in Section 3.1, Licensee agrees that if Licensor subsequently determines to, without limitation, install, modify or change the grade of any street or sidewalk, or to modify, repair or install any underground utility, or to effect any other work in connection with any other public or utility improvement, or to use or occupy the area of the encroachment by the Improvements, then the License hereby authorized must be modified and the Improvements removed completely or otherwise relocated to a location acceptable to Licensor, and the Public Property shall be restored to its pre-existing and/or unobstructed condition to the satisfaction of Licensor at Licensee's sole cost and expense. Licensor's decision as to the necessity of such public use, occupancy or improvements shall be final and binding upon Licensee.

4. **Assumption of Risk.** Licensee assumes the risk of damage to the Improvements and agrees to repair any damage to the Public Property, and any third party's property, arising from or relating to Licensee's use of the Public Property. Additionally, Licensee assumes all risk of damage to property or injury to persons, including death, in connection, whether directly or indirectly, with the License and the Improvements. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees. Nothing in this paragraph 4 (or the remainder of the Agreement) shall be construed as a waiver of





any claim the Licensee may have against parties other than the Licensor related to damage to the Improvements or resulting damage to the Public Property.

5. **Indemnification.** By execution of this License, Licensee, for itself and its successors, hereby agrees to indemnify, defend and hold harmless Licensor, its elected officials, employees, contractors, agents, insurers, insurance pools and attorneys against any and all claims, suits, damages, costs, losses and expenses, including reasonable attorneys' fees, in connection with any personal injury, including death, or property damage, arising out of or connected in any way with, whether directly or indirectly, the License, Licensee's use of the Public Property and the Improvements.

6. **Insurance.**

6.1. At its sole cost and expense, Licensee shall obtain and keep in force during from the date first written above until the Improvements are removed or relocated from the Public Property "all-risk" homeowner's insurance property coverage naming Licensee and Licensor as their interests may appear.

6.2 At its sole expense, Licensee shall obtain and keep in force from the date first written above until the Improvements are removed or relocated from the Public Property homeowner's liability insurance with a combined single limit of not less than \$750,000.00 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring Licensee and Licensor, including, without limitation, coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the Public Property. The insurance shall be noncontributing with any insurance that may be carried by Licensor and shall contain a provision that Licensor, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Licensor, or the property of the same.

6.3. All insurance required herein and all renewals thereof shall be issued by companies authorized to transact business in the State of Colorado and rated at least A+ Class X by Best's Insurance Reports (property liability) or otherwise approved by Licensor in writing. All insurance policies shall be subject to approval by Licensor as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days' prior written notice to Licensor and shall provide that no act or omission of Licensor that would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Licensee may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

6.4. All policies of liability insurance that Licensee is obligated to maintain according to this Agreement (other than any policy of workmen's compensation insurance) shall name Licensor as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Licensor as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Licensor on the date first written above. All public liability, property damage



liability and casualty policies maintained by Licensor shall be written as primary policies, not contributing with and not in excess of coverage that Licensor may carry.

6.5. The parties waive all rights to recover against each other, or against the elected and appointed officials, employees, contractors, agents, advisors, attorneys, insurers, insurance pools, shareholders, directors, members, managers, officers, suppliers, agents or servants of each other, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Licensee shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Licensee's operations and Licensor's operations and property.

7. **Licensee Obligations Upon Revocation; Remedies.** Upon notice to Licensee of the Town Council's decision to revoke this License pursuant to paragraph 3, the Improvements must be promptly removed or abandoned. In the event that the Improvements are not so removed by Licensee, Licensor may remove the Improvements and restore the location to its original condition at Licensor's sole cost and expense. In such case Licensor shall have no responsibility for damage to the Improvements or Licensee's other property, whether personal or real property, located on Public Property and the Premises. Licensee shall immediately reimburse Licensor such costs and expenses incurred by Licensor in such removal. Licensor shall have the right to make an assessment against the Premises and collect the costs of removal and restoration in the same manner as general taxes are collected under State and local laws. Such rights shall be in addition to any rights available at law or in equity. All remedies may be applied concurrently and not to the exclusion of any other remedy. In the event of any legal action or advice necessary to execute such removal, Licensee shall pay Licensor all reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees.

8. **Responsibility for Maintenance; Damage to Improvements.** Licensee assumes and accepts sole responsibility for the maintenance and upkeep of the Improvements, which shall be performed only upon receipt of permits from Licensor as required by applicable law. Further, Licensor shall not be liable for any damage to the Improvements caused by Licensor's operations, including, without limitation, snow removal, street or alley maintenance, street or alley repairs and improvements and utility installation, maintenance and repairs.

9. **Assignment.** This Agreement and the License granted hereunder shall not be assignable or transferrable by Licensee without Licensor's prior written consent, which shall not be unreasonably withheld. Failure to obtain Licensor's consent to such assignment or transfer as required shall make such assignment or transfer void *ab initio*.

10. **Subject to Laws.** This License is subject to all State and municipal laws as they now exist or may hereafter be amended.

11. **Licensee Representations.** Licensee represents and warrants that (a) they

have full power and authority to execute, deliver and perform the obligations under this Agreement; (b) the individuals executing this Agreement have the full power and authority to do so; and (c) the Agreement does not violate any other obligation of Licensee.

12. **Notices.** All notices required pursuant to this Agreement shall be deemed served upon depositing a certified letter, return receipt requested, in the United States mail, addressed to the party being served with such notice at the addresses set forth above, unless a request to mail to a different address is provided in writing to the other party.

13. **Prevailing Party.** In the event of any dispute between the parties in connection with this License, the non-prevailing party shall pay the prevailing party all reasonable attorneys' fees, costs and expenses incurred in such dispute, in addition to any other damages or injunctive relief awarded by the court.

14. **Entire Agreement; Amendment.** This Agreement represents the entire agreement of the parties respecting the subject matters addressed herein. This Agreement may be amended only in writing by properly executed agreement.

15. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit and burden to the parties' successors and permitted assigns.

16. **No Waiver.** No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

17. **Photo-static Copies.** For purposes of enforcement of the terms hereof, photo-static reproductions shall be deemed to be originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE(S) TO FOLLOW]

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Page 5 of 10  
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IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized representatives effective as of the date first written above.

LICENSOR:

TOWN OF CRESTED BUTTE,  
a Colorado home rule municipality

By: [Signature]  
Ian Billick, Mayor

Attest:  
By: [Signature]  
Lynelle Sanford, Town Clerk

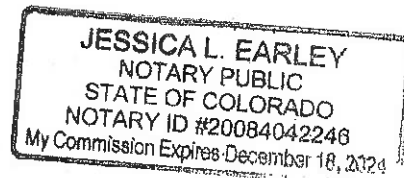


STATE OF Colorado )  
 ) ss.  
COUNTY OF Gunnison )

The foregoing Revocable License Agreement was acknowledged before me this 2 day of October, 20 23 by Ian Billick, Mayor of the Town of Crested Butte, a Colorado home rule municipality, on behalf of said entity.

WITNESS my hand and official seal.  
My commission expires: 12-18-2024

[Signature]  
Notary Public Signature





LICENSEE:

*[Handwritten Signature]*  
Scott Michael Freid

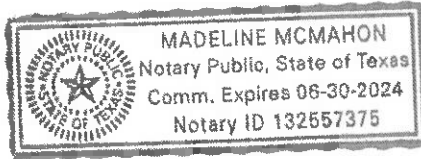
*[Handwritten Signature]*  
Jennifer Carroll Freid

STATE OF TEXAS )  
  ) SS.  
COUNTY OF TRAVIS )

The foregoing Revocable License Agreement was acknowledged before me this  
4 day of OCTOBER, 2023 by Scott Michael Freid.

WITNESS my hand and official seal.  
My commission expires: 06-30-2024

*[Handwritten Signature]*  
Notary Public Signature

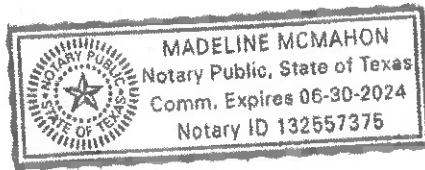


STATE OF TEXAS )  
  ) SS.  
COUNTY OF TRAVIS )

The foregoing Revocable License Agreement was acknowledged before me this  
4 day of OCTOBER, 2023 by Jennifer Carroll Freid.

WITNESS my hand and official seal.  
My commission expires: 06/30/2024

*[Handwritten Signature]*  
Notary Public Signature



**EXHIBIT "A"**

A 75'2 ¼" x 1'6" section (north/south) and 10'11"x 1'6" section (east/west) of the Second Street and alley north of Elk Avenue between Second Street and Third Street, adjacent to Lots 16, Block 21.

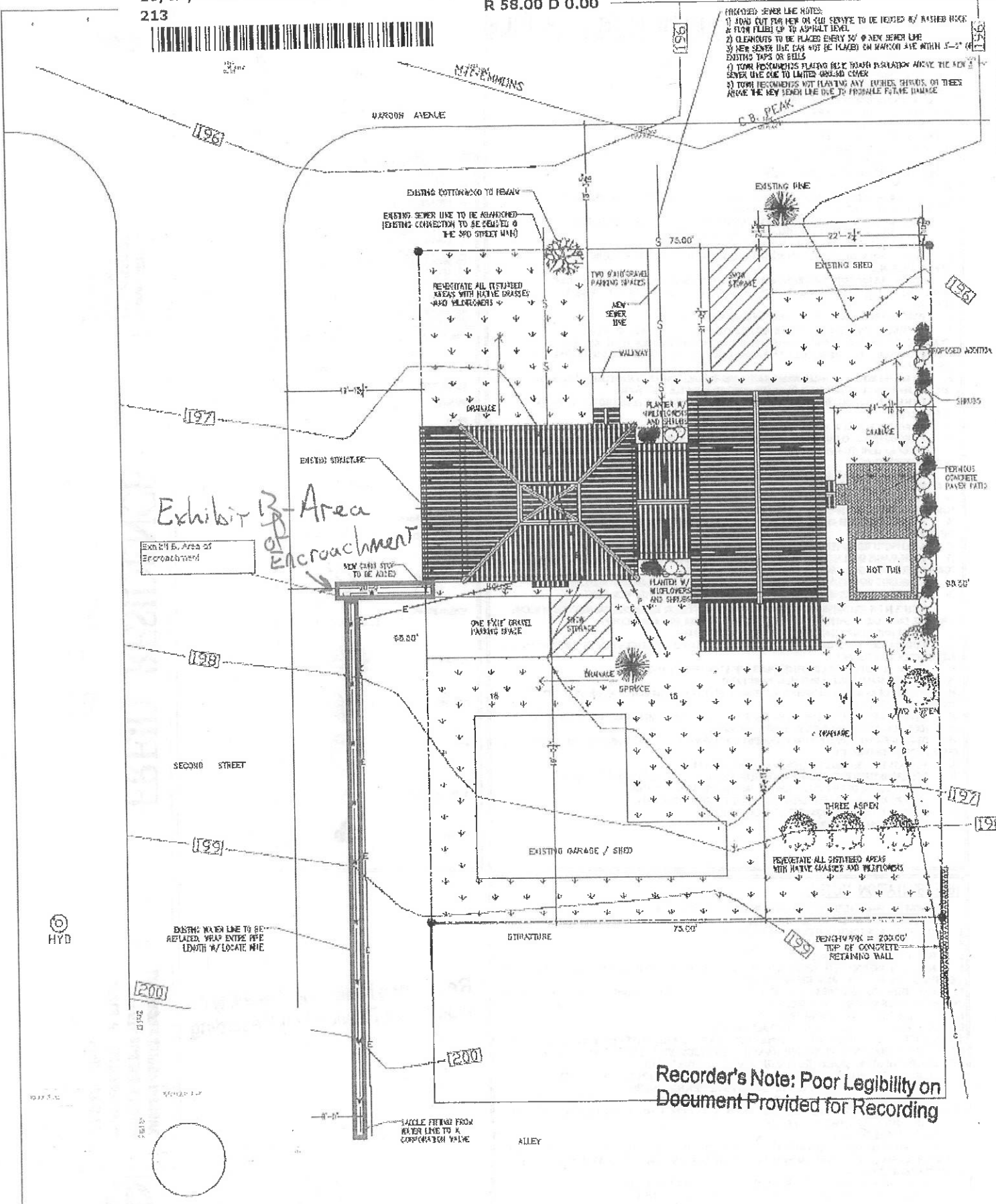
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- (PROPOSED SEWER LINE NOTES)
- 1) ROAD CUT FOR NEW ON-CURB SERVICE TO BE DELETED BY PAVED SIDEWALK & FLOW FILLER UP TO ASPHALT LEVEL.
  - 2) CLEARANCES TO BE PLACED EVERY 30' @ NEW SEWER LINE.
  - 3) NEW SEWER LINE (24" DIA) TO BE PLACED ON WARREN AVE WITHIN 5'-0" OF EXISTING TOP OF BILLS.
  - 4) TYPICAL RECOMMENDED PLACING BELLY THROUGH PARALLEL ABOVE THE NEW SEWER LINE DUE TO LIMITED GROUND COVER.
  - 5) TYPICAL RECOMMENDED NOT PLACING ANY CURBS, GRIDS, OR THRESHES ABOVE THE NEW SEWER LINE DUE TO PROBABLE FUTURE DAMAGE.



*Exhibit B - Area of Encroachment*

Exhibit B. Area of Encroachment

Recorder's Note: Poor Legibility on Document Provided for Recording

SITE LOCATION MAP

17

18

19

1

Drawn: SITE PLAN  
Date: 06/09/2022  
Scale: 1/8"=1'-0"  
Drawn By: JGG

**FREID RESIDENCE**

304 SECOND ST.

ANDREW RAOLEY ARCHITECT  
POST OFFICE BOX 1294  
CRESTED BUTTE, CO. 81224  
(970) 949-0806



**GENERAL NOTES:**

- ALL WORK TO BE PERFORMED IN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL CODES. SECURE ALL REQUIRED PERMITS AND APPROVALS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ALL CODE REFERENCES HEREIN REFER TO THE FOLLOWING:
  - 2015 INTERNATIONAL RESIDENTIAL CODE (IRC)
  - 2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
  - 2009 NATIONAL ELECTRICAL CODE (NEC)
  - 2015 INTERNATIONAL FIRE CODE (IFC)
  - 2018 INTERNATIONAL PLUMBING CODE (IPC)
  - 2015 INTERNATIONAL MECHANICAL CODE (IMC)
  - 2015 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
  - 2015 INTERNATIONAL FUEL GAS CODE (IFGC)
- THE GENERAL CONTRACTOR SHALL VERIFY AND COORDINATE ALL UTILITY CONNECTIONS, THEIR ROUTING, METER LOCATIONS AND OTHER ASSOCIATED ITEMS.
- UNLESS OTHERWISE NOTED, PROVIDE POSITIVE DRAINAGE AWAY FROM THE FOUNDATION. GRADE SHALL FALL A MINIMUM OF 2" WITHIN THE FIRST 5' AWAY FROM THE FOUNDATION.
- ALL WINDOWS TO BE LOW-E DOUBLE PANE WITH A MAXIMUM U-FACTOR OF 0.12.
- REFER TO TYPICAL WALL SECTION FOR ALL WALLS. ALSO REFER TO SPEC FOR ANY ADDITIONAL VALUES OR DETAILS.
- CONCRETE FUNDAMENTALS SHALL BE INSTALLED AT ALL STAIRWAYS WITH 4 CORNERS HERE. MINIMUM HEIGHT SHALL BE A MINIMUM 24" TO A MAXIMUM OF 18" ABOVE 5" FIN FLOOR. HANGERS SHALL TERMINATE INTO A WALL OR POST.
- INSTALL A WHOLE HOUSE HEAT RECOVERY VENTILATION SYSTEM.
- A PASTHE RADON MITIGATION SYSTEM IS REQUIRED AND SHALL MEET REQUIREMENTS OF THE IRC. THE LOCATION OF A FUTURE RADON EXHAUST FAN MUST BE PROVIDED WITH AN ELECTRICAL OUTLET AND SWELL TO MAINTAIN OR REPLACE THE FAN AS REQUIRED. THE RADON EXHAUST FAN IS ONLY REQUIRED IF A TEST SHOWS ABOVE APPROVED EPA LEVELS.
- ALL GAS SHE BURNERS, FURNACES, WATER HEATERS AND FIREPLACES MUST BE SEALED COMBUSTION, DIRECT VENT TYPE APPLIANCES OR AN APPLIANCE COMPLIANT APPROVED BY THE BUILDING OFFICIAL.
- EACH BATHROOM (INCLUDING HALF BATHROOMS) NEED TO HAVE A BATH FAN EXHAUSTED TO THE EXTERIOR OF THE BUILDING.
- ALL APPLIANCES MUST BE HIGH EFFICIENCY ENERGY RATED APPLIANCES.
- ALL WOOD FIREPLACES SHALL BE EPA APPROVED FOR EFFICIENCY & HIGH ALTITUDE OPERATION.
- 50% OF ALL LIGHT FIXTURES SHALL HAVE HIGH EFFICIENCY LIGHTING PROVIDED AT THE TIME OF THE PERMIT OR OCCUPANCY INSPECTION.
- ALL ELECTRICAL OUTLETS, LIGHT FIXTURES, SWITCHES, ETC. SHALL COMPLY WITH ADOPTED CODE, NEC AND AS AMENDED BY THE LOCAL CITY CODES.
- BUILDERS AND OWNERS ARE TO PERFORM A VIA-K-THRU THEIR TO ELECTRICAL ROUTING TO VERIFY ALL SWITCH, LIGHT, OUTLET AND FUTURE LOCATIONS & HEIGHTS.
- ALL ELECTRICAL OUTLET AND SWITCHES ON EXTERIOR WALLS SHALL HAVE COAM GASKETS INSTALLED BEHIND THE OUTLET.
- A GFCI PROTECTED OUTLET MUST BE PROVIDED IN ALL BATHROOMS ADJACENT TO EACH BATH LOCATION.
- SMOKE ALARMS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING, AND WHEN PRIMARY POWER IS INTERRUPTED, SHALL RECEIVE POWER FROM A BATTERY BACKUP.
- ALL RECESSED LIGHTING INSTALLED WITHIN A FINISHED CEILING SHALL BE AIR TIGHT AND IC RATED.
- LIGHT FIXTURES IN CLOSETS MUST COMPLY WITH ALL APPLICABLE ELECTRICAL CODES.
- OUTLETS IN THE FOLLOWING LOCATIONS ARE TO HAVE GFI PROTECTION: BATHROOMS, GARAGES, LAUNDRY ROOMS, CLOTHES, CRAWL SPACES, UNFINISHED BASEMENTS, KITCHENS, WET BAR AREAS AND ROOMS.
- ALL APPLIANCES OTHER THAN RANGES SHALL BE ENERGY STAR RATED.
- A BLOW-UP DOOR TEST SHOWING A MAXIMUM AIR EXCHANGE RATE OF 2 PER HOUR SHALL BE PERFORMED ON THE BUILDING PRIOR TO OCCUPANCY.
- ALL HOT & COLD WATER AND EXTERIOR WATER PIPES SHALL BE INSULATED TO 6".
- ALL CRAWL SPACES SHALL BE AIR-TIGHTLY SEALED.
- VENTING FOR RANGES OR COOKTOPS SHALL EXHAUST OUTSIDE OR HAVE UP AIR WILL BE PROVIDED TO ROOM FOR RE-CIRCULATION MODES.
- ALL PENETRATIONS THROUGH THE MECHANICAL ROOM, GARAGE WALLS AND CEILING MUST BE PROPERLY CAULKED.
- LOCAL AUTHORITIES SHALL APPROVE ALL WATER LOCATIONS.
- OBTAIN APPROVAL FROM LOCAL FIRE AUTHORITIES FOR FIREWORK AREA, FIRE STAGING AREA AND STAIRWELL DESIGN PRIOR TO CONSTRUCTION.
- ALL DUCTS SHALL BE SEALED IN ACCORDANCE WITH THE 2015 IRC.
- A GENERAL INTEREST IN PROTECTING THE MATERIALS WITH LOW OR NO VOC'S SHOULD BE UNDERTAKEN THROUGHOUT THE COURSE OF THE PROJECT. CONTACT ARCHITECT WITH ANY QUESTIONS.
- VERIFY ALL KITCHEN, BATHROOM DESIGN, AND INSTALLED FINISHES WITH OWNER.
- DESIGN ALL ROOFS FOR A SNOW LOAD OF 80 LBS. PER SQ. FT.
- MECHANICAL VENTILATION & EXHAUST.

**REHABILITATION NOTES:**

- REMOVE & REPAIR EXISTING DOORWAY - TO BE REVIEWED & APPROVED BY BOZAR.
- REPLACE ROOF OF PORCH/EXPOSED RAFTERS.
- CONCRETE SLAB @ PORCH W/ BRICK FINISH @ FLOOR LEVEL.
- CRAWL SPACE ACCESS IN MECH ROOM.
- PULL DOWN LADDER TO STORAGE JOIST.
- REMOVE EXISTING ROOF SEALANT. REMOVE WOODEN SHINGLES. KEEP SIP SHEATHING. APPLY ICE & WATER SHIELD ABOVE THE SIP SHEATHING. APPLY NEW GALVANIZED BOOT METAL.
- KEEP EXISTING STUCCO. REPAIR & REPLACE AS NEEDED. IF THE EXISTING STUCCO IS REMOVED A CONTINUOUS LAYER OF INSULATION SUCH AS RIP SHEATHING WILL BE REQUIRED.
- ALL EXISTING WINDOWS ARE HIGH-IMPACT & TO BE REPLACED.
- ALL DOORS ARE NOT HIGH-IMPACT & WILL BE REPLACED W/ NEW.
- CUT PORCH POSTS & BEAM BELOW EAVE. BRACE THE PORCH ROOF TO WALL FOR LIFT & MOVE. ONCE THE BUILDING IS BACK ON THE NEW FOUNDATION, THE CONNECTION MAY BE CAREFULLY DISMANTLED TO EXPOSE THE BEST CONNECTION WITH THE MAIN ROOF. THIS WILL BE COORDINATED W/ ARCHITECT & ENGINEER AS TO A FINAL DESIGN.
- DETAIL ON GASKET WILL MATCH THE SECTION ON THE CLIPPIA & SCUM PORTION OF THE HOUSE. MOST OF THE GASKET DOES NOT EXIST THIS WAY CURRENTLY & WILL NEED TO BE REGENERATED WITH NEW MATERIAL.
- WALLS BEHIND THE GABLE ROOF/SIDE WALLS WILL BE INSTALLED WITH BRICK. THE BUILDING WILL BE LIFTED & MOVED TO THE NORTH, JUST SOUTH OF THE COTTAGEWOOD TREE. THE FLOORING & ASBESTOS TO BE REMOVED. IT IS ENCOURAGED TO REMOVE THESE MATERIALS ELSEWHERE IN THE PROJECT.
- THE INTERIOR WILL BE GROUTED.
- THE STAIRS CLIMBING ON THE ROOF APPEARS TO BE IN POOR CONDITION AND WILL BEACH DOWN TO ASBESTOS, ERK & LEAD. AT THE WORKING HAPPENS, THESE CAN BE ASSESSED. THE AREA CAN REMAIN IN PLACE & BE SHARDED OR IT SHOULD BE REMOVED & REPLACED.
- ZAB STUDS WILL BE ADDED ON THE INTERIOR MECHANICAL ROOM. PENETRATIONS WILL BE USED.
- CEILING FLOOR JOISTS WILL STAY EXPOSED W/ THE ADDITION OF STEEL TO REINFORCE.

**SITE PLAN**

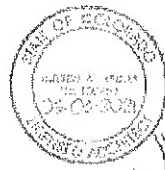
SCALE: 1/8"=1'-0"

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**LEGEND**

NEW CONTIGS	=====
OLD CONTIGS	-----
FINISH	←
WATER	W
SEWER	S
GAS	G
ELECTRIC	E
TELEPHONE	P
CABLE	C
PROPERTY BOUNDARY	-----
ADJACENT DWELING	-----
CORNER MARK	•
IRON STRAPS	▨
RESTRICTED AREAS	▭
COTTAGE	⊗
EVERGREEN	⊗
ASPEN	⊗
CONCRETE SLABS	⊗
EVERGREEN SHRUBS	⊗



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