



**PLANNING & DEVELOPMENT DEPARTMENT MEMORANDUM
#03-2020**

DATE: February 24, 2020

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager 

FROM: Brook Svoboda, Director of Planning and Development 
Eric Ensey, Senior Planner, AICP

SUBJECT: CR-46 – Karl's Farm Trunk Infrastructure Development Agreement

PURPOSE

The resolution would approve a Development Agreement (DA) for the Karl's Farm Filing #1 Amended #1 Final Plat for public trunk infrastructure improvements required to serve the Phase 1 of the Karl's Farm development and the remaining pad sites.

BACKGROUND

Please note that this Development Agreement is identical to form and requirements as a Subdivision Improvement Agreement. The title of the Agreement was changed to reflect that these improvements will be constructed by the Karl's Farm Metropolitan District and those public improvements not directly related to the Karl's Farm Filing #1 Amended #1 Final Plat and related Major Site Plan application. The public improvements associated with this agreement are required in order for the first phase of development for Karl's Farm and are.

Attachment 1 depicts how the two agreements will tie together to ensure adequate utilities and infrastructure will be constructed to develop Phase 1 as well as the rest of the site.

The project will construct \$5,086,679.00 in public improvements, which includes roads, water & sewer, parks & open space, stormwater and drainage infrastructure.

The Final Subdivision Plat was approved by the Planning Commission on January 21, 2020, with a recommendation of approval to City Council, in accordance Unified Development Ordinance Section; 11-6-6(c)(4)(a)-(f) *Final Plat Procedure – Requiring Public Improvements or Subdivision Improvement Agreement (SIA)*.

The DA outlines the financial security obligations, approval requirements for the civil construction documents, final acceptance and the warranty provisions for the public improvements constructed by the developer, more particularly described below:

1. Prior to the issuance of any permits, the City Engineer shall certify/approve the 100% Civil Construction Plans.
2. Developer shall provide a performance guarantee (Letter of Credit or Certificate of Deposit) in the amount of 100% of the developer's engineer's estimate for the improvements – Exhibit D of the SIA.
3. The recordation of the Final Plat and the issuance of any permits will be withheld until the performance guarantee is provided and accepted by the City.

4. The Developer shall have two years to complete the public improvements, from the date the performance guarantee is provided to the City.
5. Upon completion of the public improvements, the developer shall request a final inspection of the improvements and submit "As-Built" plans. Once approved by the City, the performance guarantee will be reduced to 10% for a period of two years (warranty period). Please note that the developer, over the course of the project, may request partial release of the performance guarantee for completed public improvements that have been inspected and accepted by the City. However, in no instance can the developer request a reduction of the performance guarantee below the warranty amount.
6. At the end of the warranty period, the City will re-inspect the improvements and then issue final acceptance with a release of the remaining surety.

STAFF RECOMMENDATION

Staff recommends approval of CR-46.

BUDGET/TIME IMPLICATIONS

There are no anticipated direct budgetary impacts from this item.

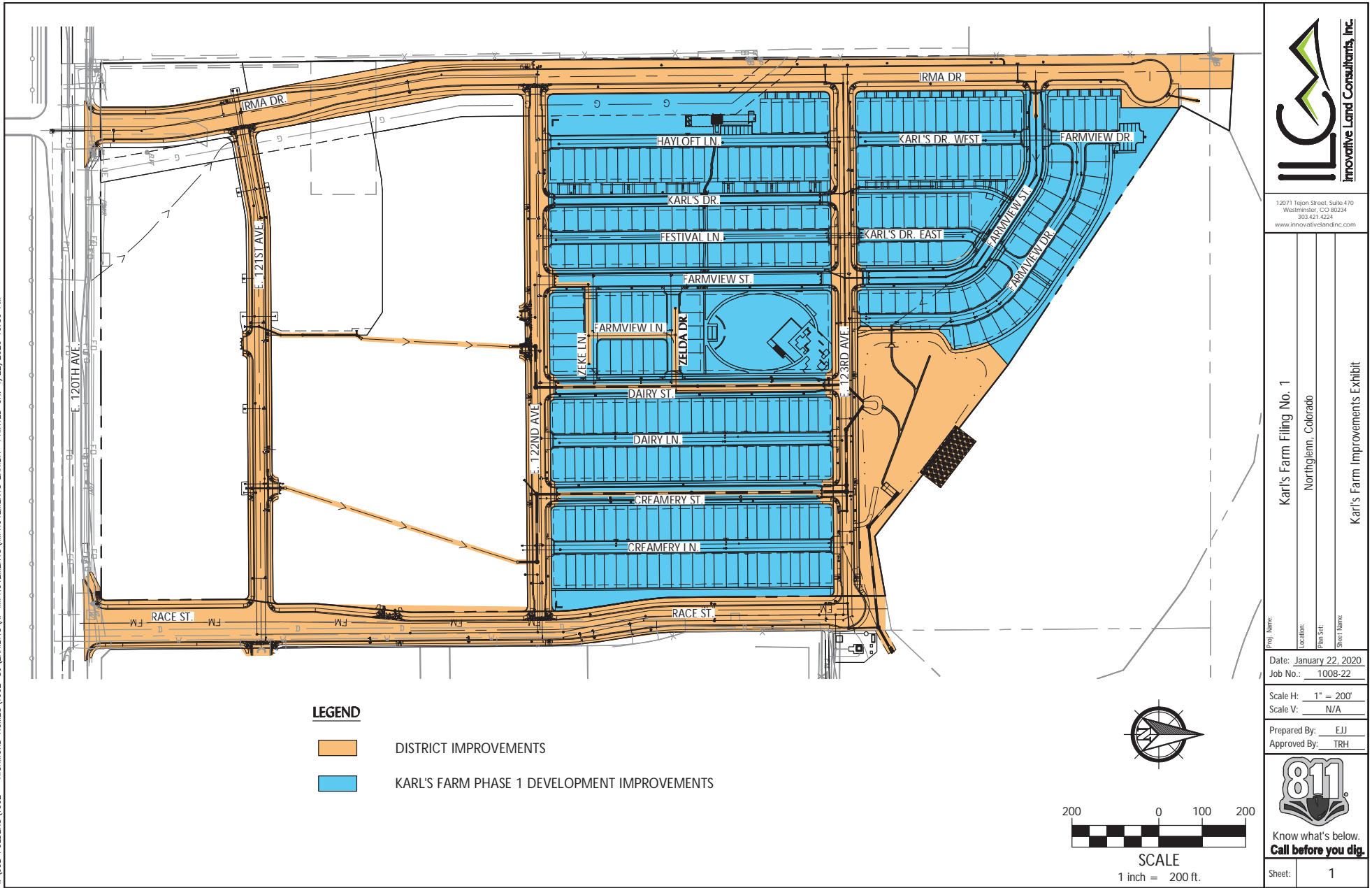
STAFF REFERENCE

If City Council members have any comments or questions, they may contact Brook Svoboda, Director of Planning and Development, at 303.450.8937 or bsvoboda@northglenn.org.

ATTACHMENTS

1. Phase 1 vs Trunk Infrastructure Map

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SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-46
Series of 2020

Series of 2020

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTHGLENN, KF DEVELOPERS, INC. AND KARL'S FARM METROPOLITAN DISTRICT NO. 2 FOR KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT PUBLIC INFRASTRUCTURE IMPROVEMENTS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Development Agreement between the City of Northglenn, KF Developers, Inc., and Karl's Farm Metropolitan District No. 2, attached hereto as Exhibit 1, for Karl's Farm Filing No. 1, Amd. No. 1 Final Plat Public Infrastructure Improvements is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn, Colorado.

DATED at Northglenn, Colorado, this ____ day of _____, 2020.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**CITY OF NORTHGLENN
DEVELOPMENT AGREEMENT – FINAL PLAT
FOR KARL’S FARM FILING NO. 1, AND NO. 1 FINAL PLAT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into and made by and between Karl’s Farm Investors, Inc., a Colorado corporation ("Owner/Developer"), Karl’s Farm Metropolitan District No. 2 a quasi-municipal corporation and political subdivision of the State of Colorado ("District") and the **CITY OF NORTHGLENN, COLORADO**, a Colorado home rule municipal corporation whose address is 11701 Community Center Dr, Northglenn, Colorado, hereinafter referred to as the "City" or "Northglenn." The Owner/Developer, the District, and the City shall collectively be referred to as the "Parties." This Agreement shall be effective following execution by the Owners/Developer, the District and immediately upon the date of the authorized execution of this Agreement by the City.

RECITALS AND REPRESENTATIONS:

WHEREAS, Owner/Developer represents that it is the sole owner of the following described property located in the City of Northglenn, County of Adams, State of Colorado:

See Exhibit A

hereinafter referred to as the "Property;"

WHEREAS, Owner/Developer represents that it has authority to apply for and process a final plat for the Property, titled ("Final Plat"), and is authorized to obtain all necessary approvals and enter into any agreements necessary for the development of the Property (the "Project");

WHEREAS, Owner/Developer plans to develop the Project and such development requires the dedication, construction, installation, and/or improvement of certain public improvements including but not limited to, storm drainage facilities, public thoroughfares and streets, private drives, curb, gutter and sidewalk, and other public and private facilities and improvements as described in the Final Plat application to serve the proposed development of the Property;

WHEREAS, in conjunction with submittal of the Final Plat, the Owner/Developer has submitted to the City supporting documentation including construction, grading/drainage, utility, street improvement, storm sewer, and electrical plans (collectively the "Construction Plans");

WHEREAS, on, the City Council of the City of Northglenn, after holding all necessary public hearings and having received a recommendation of approval from the Planning Commission on January 21, 2020, approved the final plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein; and

WHEREAS, it is the intent of this Agreement that the Owner/Developer and the District shall be responsible for and shall pay all costs and expenses associated with the proposed, development of the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Northglenn of the Final Plat, the dedication of certain land to the City for public purposes, and other good and valuable considerations, the sufficiency and adequacy of which are hereby acknowledged by the parties, the Parties hereto agree as follows:

AGREEMENT

- 1.0 **PURPOSE.** The purpose of this agreement is to set forth the terms, conditions, and fees to be paid by the Owner/Developer or the District upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the City of Northglenn Subdivision and Zoning Regulations, the City of Northglenn Home Rule Charter, any and all state statutes, and any other sections of the City of Northglenn Municipal Code, and are not intended to supersede any requirements contained therein.
- 2.0 **DELIVERY OF FINAL PLAT.** Upon the City's approval of the Final Plat, Owner/Developer shall immediately deliver the original of the Final Plat, containing all revisions and amendments required by the City Council or as directed by City Staff prior to Final Plat approval, to the City Clerk. Owner/Developer shall also pay for the costs of recordation of the Final Plat and this Agreement. In addition, Owner/Developer shall deliver to the City Clerk, along with the Final Plat, two (2) sets of complete and final Construction Plans.
- 3.0 **RECORDATION OF PLAT.** Owner/Developer shall prepare and submit to the City Clerk the Final Plat in a form and upon material acceptable for recordation by the Adams County Clerk and Recorder and the District or the Owner/Developer shall provide the required Security as hereinafter defined. Failure to submit an acceptable Final Plat and Security as specified in Section 11 of this Agreement to the City Clerk within ninety (90) days of the date of this Agreement shall, upon the enactment of a resolution by the City Council finding that the submittal was untimely, void Final Plat approval for the Project and this Agreement. If Owner/Developer or the District timely submits a completed and recordation-ready Final Plat to the City, the City agrees to record the Final Plat no later than fifteen (15) days after it is submitted to and received by the City. The Final Plat and Construction Plans, as approved by the City, are incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement.
- 4.0 **PUBLIC UTILITY FEES.** Owner/Developer shall pay all installation charges for lighting and gas services required by Xcel Energy providing services to the Project.

- 5.0 UNDERGROUNDING OF ALL UTILITIES. The Owner/Developer shall underground all electric, gas, cable and telephone lines (collectively, "utilities") within the boundaries of the Final Plat or which are required to be relocated pursuant to this Agreement or as a condition of approval of the Final Plat. All utilities providing public services to the Project shall be located within dedicated and platted public utility easements or public street rights-of-way which shall be approved and subject to acceptance by the City.
- 6.0 SUBDIVISION MONUMENTATION. In accordance with the applicable provisions of the Colorado Revised Statutes, as amended, and the Northglenn City Municipal Code, as amended, the District shall establish all subdivision monumentation and have the monumentation approved by the City prior to issuance of any certificate of occupancy within the Project.
- 7.0 STREET MAINTENANCE. The District shall take all reasonable steps necessary to limit and prevent the accumulation of, and to remove accumulated mud, sediment, dirt, trash, and other debris that is "tracked," blown, or otherwise carried onto public property and public rights-of-way during development of the Project. the District also shall take all reasonable steps necessary to prevent its construction activities from damaging adjacent properties, including public rights-of-way and other public property. If any adjacent property or public right-of-way is damaged or destroyed during the construction of the Public Improvements as defined herein, the District shall, at its sole cost, promptly repair or replace the same to a condition similar or equal to that existing before such damage.
- 8.0 DRAINAGE, RETENTION, AND DETENTION FACILITIES. The District shall construct all drainage, retention, and detention in accordance with the Construction Plans approved by the City Engineer.
- 8.1 The District shall be responsible for all onsite drainage retention and detention as prescribed in Articles 13 & 17 of Chapter 16 of the City of Northglenn Municipal Code as amended.
- 8.2 PUBLIC PROPERTY DEDICATION/TITLE POLICY. A title commitment for any Property being dedicated to the City or upon which Public Improvements are being constructed shall be provided to the City. The title commitment shall show that all property is or shall be, subsequent to the execution and recording of the Final Plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable) which would make the dedications unacceptable as the City in its sole discretion determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the Final Plat.
- 8.3 By execution of the Final Plat, the Owner/Developer has offered for dedication to the City at no cost and the City has accepted such dedication

of certain real property interests, as depicted on the Final Plat. No building permit or certificate of occupancy shall be issued unless and until the above requirement is satisfied.

- 9.0 CONSTRUCTION OF PUBLIC IMPROVEMENTS. The District shall design, furnish, construct, and install the following public improvements as illustrated on the Final Plat and the approved Construction Plans ("Public Improvements") at the District's cost and expense:

See Exhibit C – Public Improvements Description

The Public Improvements shall be designed, furnished, constructed, and installed in accordance with the Final Plat, the Construction Plans and the Public Improvement Plans approved by the City Engineer and in accordance with applicable provisions of the City's applicable ordinances, rules and regulations in effect at the time of construction and all uniform building, construction, fire, plumbing, and safety codes adopted by the City in effect at the time of construction.

At all times during construction of the Public Improvements, the City shall have the right to test and inspect, or to require testing and inspection of materials and construction at the District's expense. No excavation, facility or Public Improvement shall be covered until inspected by Northglenn, or the applicable service provider, or until such inspection is waived by the City in writing.

- 10.0 CONSTRUCTION PLANS AND COST ESTIMATE REQUIRED. Prior to the recordation of the Final Plat or the issuance of the first building permit for any improvement within the Project, the District shall provide to the City the following:

- 10.1 Final construction and engineering plans and drawings (collectively, the "Public Improvement Plans") suitable for the commencement of construction of all Public Improvements required within for Project bearing the stamp of a Colorado licensed engineer with experience in the design and engineering of such improvements. Such Public Improvement Plans shall be prepared in accordance with this Agreement, the Northglenn City Municipal Code, and the City of Northglenn Public Right-of-Way Standards and Specifications as amended and shall be subject to approval by the City Engineer in accordance with the Northglenn City Municipal Code. Such Public Improvement Plans shall specifically include, by way of illustration but not limitation, 100% complete final construction and engineering plans and drawings;

and

- 10.2 Construction cost estimates, as shown in **Exhibit D** for all costs and expenses associated with the construction and completion of all Public Improvements to be constructed by the District in accordance with this

Agreement. Such cost estimate shall bear the stamp and a certification of accuracy of a Colorado-licensed engineer with experience in construction cost estimating. The City may, in its discretion and at the City's cost and expense, submit the Public Improvement Plans and the District's cost estimate to a City-retained engineer for review and an opinion of the construction cost estimate. Reasonable revisions and modifications to the District's construction cost estimate requested by the City or the City-retained engineer shall be implemented by the District prior to final acceptance of the estimate by the City. Where the City's cost estimate exceeds the District's estimate, at the request of the District, the City and the District shall meet and confer in an effort to resolve the discrepancy and agree on the appropriate amount of security required. In the event the parties cannot agree, however, the City's estimate shall govern and control the amount of any required letter of credit or other surety required from the District for the Public Improvements.

11.0 REQUIRED SECURITY FOR PUBLIC IMPROVEMENTS.

- 11.1 In order to secure the construction and installation of the Public Improvements the Owner/Developer shall, prior to recording the final plat in the real estate records of Adams County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, at the District's expense, cause the District to furnish the City with the performance guarantee described herein. The performance guarantee provided by the District shall be cash or an irrevocable letter of credit in which the City is designated as beneficiary, or an escrow agreement which allows the City to access funds without additional procedures, in priority, that functions similarly to either cash or an irrevocable letter of credit, in an amount equal to construction cost estimate described in Section 10.2 of this Agreement, in order to secure the performance and completion of the Public Improvements. The District agrees that approval of the final plat of the City is contingent upon the District's provision of the performance guarantee described herein within ninety (90) days of the execution of this agreement in the amount and form provided herein. Failure of the District to provide cash, an escrow agreement which allows the City to access funds without additional procedures, in priority that functions similarly to either cash or an irrevocable letter of credit, or an irrevocable letter of credit to the City in the manner provided herein shall negate the City's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in Exhibit E, attached hereto and incorporated herein, and shall be subject to the review and approval of the City Attorney. The District shall not start the construction of any public or private improvement on the Property including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the City has received the cash, an escrow agreement which allows the City to access funds without

additional procedures, in priority, that functions similarly to either cash or an irrevocable letter of credit, or received and approved the irrevocable letter of credit.

Due to the length of the construction period for the Public Improvements, the District may at any time on or after the anniversary of this Agreement request that the City release that portion of the cash or letter of credit held as security by the City for performance of this Agreement to reduce the amount of such security to the estimated cost of the remaining construction costs to be incurred to complete the Public Improvements. The District shall, if requested by City, provide to City copies of invoices for construction of the Public Improvements, evidence of payment of such invoices, provisional lien releases for portions of the work performed through such date and any other documents reasonably requested by City related to construction progress towards completion of the Public Improvements. Upon providing such documentation to the City, City shall, within twenty (20) days, release to the District that portion of the security held by the City equal to the difference between (i) the amount of security held by the City and (ii) the estimated costs remaining to complete construction of the Public Improvements; provided, that such release shall not reduce the amount of the security below the amount required by this Agreement to be retained by the City between the date of completion of the Public Improvements and the end of the warranty period discussed below.

In the event the Public Improvements are not constructed or completed within the period of time specified herein of this agreement or a written extension of time mutually agreed upon by the parties to this agreement, the City may draw on the cash or letter of credit to complete the Public Improvements called for in this agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the District has not yet provided a satisfactory replacement, the City may draw on the letter of credit and either hold such funds as security for performance of this agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements as the City deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the City Public Works Director, the District shall provide cash or shall issue an irrevocable letter of credit to the City in the amount of ten percent (10%) of the total cost of construction and installation of the Public Improvements, to be held by the City during the two (2) year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

12.0 COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.

12.1 The District shall complete construction of the Public Improvements within two (2) Years of the date on which the District provides the performance guarantee to the City for the construction of the Public Improvements in accordance with the terms of this Agreement. Upon completion of construction of the Public Improvements and the District's written request for probationary acceptance of such Improvements ("Construction Acceptance"), the District shall:

1. File with the City an original or sepia reproducible copy of the as-built construction plans of such Public Improvement(s), stamped and certified by the Engineer of Record who shall also be a Colorado registered professional engineer; and
2. Submit to the City a sworn affidavit and documentary evidence that there exists no lien or encumbrance upon or against the Public Improvements resulting from unpaid amounts owing to contractors, subcontractors, material persons, or other persons involved or engaged in the construction or installation of the Public Improvements. The District shall promptly modify, alter, and repair at its own cost and expense any improvements not constructed in accordance with the Construction Plans so that the improvements conform to the Construction Plans. The Public Improvements shall become the property of the City (and the City's maintenance responsibility) upon Construction Acceptance of the Public Improvements by the City.

12.2 The City shall issue to the District a certificate of Construction Acceptance granting probationary acceptance of the Public Improvements and setting the terms of the warranty period. The probation and warranty period ("Warranty Period") shall terminate two (2) years from the date of Construction Acceptance.

12.3 At the end of the Warranty Period, the City shall reinspect the Public Improvements and require correction of all defects and failures of the Public Improvements prior to the issuance of final acceptance of the Public Improvements and release of any remaining Security ("Final Acceptance").

13.0 WARRANTY OF PUBLIC IMPROVEMENTS. The District hereby represents that the Public Improvements shall be designed to reasonably achieve the purposes intended for the Public Improvements and hereby warrants the design, quality of materials, quality of construction, and quality of workmanship of all such City-accepted Public Improvement(s) for a period of two (2) years from the date of the City's Construction Acceptance of the Public Improvements.

- 14.0 PAYMENT OF FEES AND CHARGES. Subject to the Vested Rights Development Agreement (described herein), the District will comply with all ordinances, rules, and regulations of the City and shall pay, or cause to be paid, all fees and other charges in a timely manner as required by the City including, but not limited to, building permit fees, inspection fees, tap or connection fees, and plan review fees which are imposed by the City by ordinance, rule, resolution, motion, agreement, or by the terms and conditions of this Agreement. In addition to any other remedy available to the City, the City may withhold and deny issuance of any building permit, certificate of occupancy, or other permit or approval until all due and outstanding fees are paid by the District.
- 15.0 FORM OF PAYMENT OF ALL FEES AND CHARGES. Unless otherwise agreed to by the City Manager on a case by case basis, the District's payment of fees and charges specified by this Agreement shall be made in the form of certified funds, cashier's check, or cash delivered to the City of Northglenn, City Hall, 11701 Community Center Dr, Northglenn City, Colorado .
- 16.0 DELAYS. The Parties have executed this Agreement such that completion of the improvements shall be subject to strikes, accidents, acts of God, weather conditions that justify a delay of construction in light of standard practices in the building profession, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delay resulting from events that are beyond the control of the delaying party and which are agreed to by the Parties as justifying delay.
- 17.0 WAIVER. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. The Parties understand and agree that nothing contained in the Final Plat is intended to waive or modify any applicable provision of state or local law.
- 18.0 NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the District or the City of Northglenn, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 19.0 BINDING EFFECT. The Parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the described property. At the time it records the Final Plat, the City shall also record this Agreement. To the extent permitted by law, the District and all future successors, heirs, legal

representatives, and assigns of the District shall be jointly and severally responsible for all terms, conditions, and obligations set forth in this Agreement.

- 20.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the District, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the City and the District that any person other than the City or the District and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 21.0 GOVERNING LAW, VENUE, AND ENFORCEMENT. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Adams County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance. In addition to any other available remedies, it is understood and agreed that the City may withhold any permits or certificates requested by the District, including but not limited to building permits and certificates of occupancy for any lot within the Project in the event of a breach of this Agreement by the District.
- 22.0 AGREEMENT AND RELEASE. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the District without the express written consent of the City of Northglenn. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the City Council. No assignment shall release the District from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the District, the City may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the District to provide to the City written evidence of financial or other ability or capability to meet the particular duty, obligation, or responsibility being assumed by the party.
- 23.0 VESTED RIGHTS AND SUBSEQUENT LEGISLATIVE ENACTMENT. The Parties acknowledge and understand that the City has approved a "Vested Rights Development Agreement" which provides that the Preliminary PUD, approved by the City on April 8, 2020 and recorded in the Adams County Clerk's office on July 16, 2020, constitutes a site specific development plan which establishes a vested right according to the terms of the Vested Rights Development Agreement, and in conformance with Section 13, Article 3 of Chapter 11 of the Northglenn City Municipal Code and C.R.S. § 24-68-101 et seq. Nothing in this Agreement shall limit, prevent, or preclude the later adoption by the City Council of a legislative enactment which is general in nature and which may be applicable to the Project as well as other similarly situated property; subject, however, to rights that accrue

to the Owner/Developer by virtue of the vesting of property rights acquired in accordance with the Vested Rights Development Agreement, the Final Plat, and common law

- 24.0 INDEMNIFICATION. To the extent permitted by law, the District shall indemnify and hold harmless the City, its officers, employees, agents or servants from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any act or omission of the District, or of any other person or entity for whose act or omission the District is liable, with respect to construction of the Public Improvements; and the District shall pay any and all judgments rendered against the City as the result of any suit, action, or claim together with all reasonable expenses and attorney fees incurred by the City in defending any such suit, action or claim.

The Owner/Developer shall pay all property taxes due and owing on the Property dedicated to the City concurrently with or prior to such dedication, and shall indemnify and hold harmless the City for any property tax liability arising at or prior to the dedication to the City.

The District shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

24.1 WAIVER OF DEFECTS. In executing this agreement the District waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on the District as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this agreement.

24.2 RELEASE OF LIABILITY. It is expressly understood that the City cannot be legally bound by the presentations of any of its officers or agents or their designees except in accordance with the City of Northglenn Home Rule Charter, the City of Northglenn Municipal Code, and the laws of the State of Colorado.

- 25.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

- 26.0 INVALID PROVISION; SEVERABILITY. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this agreement is capable of two constructions, one

of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

- 27.0 RECORDING OF AGREEMENT. This Agreement shall be recorded in the real estate records of Adams County and shall be a covenant running with the Property in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- 28.0 TITLE AND AUTHORITY. The Owner/Developer expressly warrants and represents to the City that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this subdivision agreement. The Owner/Developer, the District and the undersigned individuals understand that the City is relying on such representations and warranties in entering into this Agreement.
- 29.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.
- 30.0 INCORPORATION OF EXHIBITS. Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Construction documentation referenced herein is a public record on file and available for review at the City of Northglenn, City Hall, 11701 Community Dr, Northglenn City, Colorado.
- 31.0 ATTORNEY FEES. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the District and a court of competent jurisdiction determines that the District was in default in the performance of the agreement, the District shall pay the attorney fees, expenses and court costs of the City.
- 32.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

DATED THIS _____ DAY OF _____, 2020.

CITY OF NORTHGLENN, a Colorado home
rule municipal corporation

ATTEST:

By: _____
Johanna Small, CMC, City Clerk

By: _____
Meredith Leighty, Mayor

OWNER/DEVELOPER

By: _____

Print Name: Daniel Frank

Title: Director

STATE OF COLORADO)
COUNTY OF DENVER) ss.

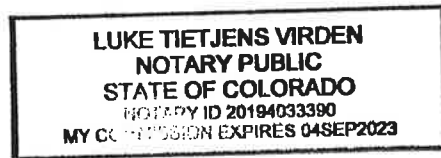
Acknowledged before me on 23 JAN, 2020, by DANIEL FRANK, as
DIRECTOR for the CITY.

Witness my hand and official seal.

My commission expires: 04SEP2023

Notary Public

[S E A L]



THE DISTRICT

By: [Signature]

Print Name: Daniel Frank

Title: VP

STATE OF COLORADO)
COUNTY OF DENVER) ss.

Acknowledged before me on 23 JAN, 2020, by DANIEL FRANK, as VP for the DISTRICT.

Witness my hand and official seal.

My commission expires: 04SEP2023

[Signature]
Notary Public

[S E A L]

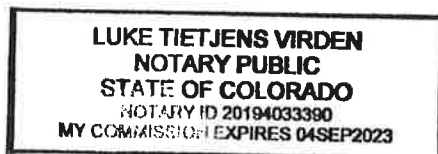


EXHIBIT A
DESCRIPTION OF PROPERTY

Exhibit A

Description of Property

A. Site Location

Karl's Farm is located in northeast Northglenn and borders the City of Northglenn and the City of Thornton. The site is bounded by East 120th Avenue on the south, Race Street to the east, Eastlake Reservoir #1 on the north, and to the west by Irma Drive. Immediately adjacent to the site are existing residential developments to the east, west, and south. The project is located within the west half of the southeast quarter of Section 35, Township 1 South, Range 68 West of the 6th Principal Meridian.

B. Description of Property

Karl's Farm is a former local dairy farm approximately 63.8 acres in size. It is primarily undeveloped farmland comprised of natural grasses. The northeast corner of the site contains the existing dairy and a residence. In the southwest, there are additional existing residences as well as a commercial property and chapel. The proposed site consists of 25.6 acres of single family residential development, 14.9 acres of mixed-use residential development, 8.3 acres of commercial development, 3.4 acres of open space and park development, and 11.6 acres of right-of-way (ROW). The site can be accessed via Race Street to the east and Irma Drive to the west; both streets will be extended north to the property line for future through connections north of Eastlake Reservoir #1.

EXHIBIT B
FINAL PLAT

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,

BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 13

LEGAL DESCRIPTION

ALL OF KARL'S FARM FILING NO. 1, RECORDED AT RECEPTION NO. 2019000055836 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING AN AREA OF 63.821 ACRES, (2,780,057 SQUARE FEET), MORE OR LESS.



VICINITY MAP

SCALE 1" = 2000'

OWNERSHIP AND DEDICATION

THE UNDERSIGNED CERTIFIES TO AND FOR THE BENEFIT OF THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO THAT AS OF THE DATE SET FORTH BELOW, KARL'S FARM NORTHGLENN LLC, A LIMITED LIABILITY COMPANY, HINKHOUSE FAMILY LIMITED PARTNERSHIP NUMBER ONE LLP, A COLORADO LIABILITY LIMITED PARTNERSHIP, KARL'S DAIRY COUNTRY STORE, LLP, A COLORADO LIABILITY LIMITED PARTNERSHIP, KAREN SWATHES, DEANNA DURLAND, SHAREN POOZMEK, LLOYD B. SWATHES, PAMELA DRAKE, KF DEVELOPERS INC., A COLORADO CORPORATION BEING THE OWNER(S) OF THE LAND DESCRIBED HEREIN, HAVE GOOD RIGHT AND POWER TO CONVEY, ENCUMBER AND SUBDIVIDE THROUGH THIS PLAT ONLY THE SAME, AND THAT THE PROPERTY IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, EASEMENTS AND RIGHTS-OF-WAY DEPICTED ON THIS PLAT. IN THE EVENT OF A DEFECT IN SAID TITLE WHICH BREACHES THE WARRANTIES IN THIS CERTIFICATE, THE UNDERSIGNED, JOINTLY AND SEVERALLY, AGREE(S) TO REMEDY SUCH DEFECT UPON DEMAND BY THE CITY OF NORTHGLENN, WHICH REMEDY SHALL NOT BE DEEMED EXCLUSIVE.

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNERS, MORTGAGEES OR LIEN HOLDERS OF THE LAND DESCRIBED ABOVE, HAVE CAUSED THE LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF KARL'S FARM FILING NO. 1, AND NO. 1 FINAL PLAT AND DO HEREBY DEDICATE AND GRANT TO THE PUBLIC FOREVER AND IN FEE SIMPLE THE ROADS AS SHOWN HEREON, AND THE LANDOWNERS SHALL BEAR ALL EXPENSE INVOLVED IN PLANNING, DESIGN AND CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS EXCEPT TO THE EXTENT EXPRESSLY STATED IN ANY CITY-APPROVED AND RECORDED SUBDIVISION IMPROVEMENT AGREEMENT. DEDICATION SHALL BE FINAL UPON ADOPTION BY THE CITY COUNCIL ACCEPTING THE PROPERTY DEDICATED BY THIS PLAT, EXCEPT AS OTHERWISE STATED ON THIS PLAT, THERE SHALL BE NO LIMITATION OR RESTRICTION UPON THE PURPOSE OR PUBLIC USE OF PROPERTY DEDICATED BY THIS PLAT.

IN WITNESS WHEREOF, WE DO HERETO SET OUR HANDS AND SEALS

THE ____ DAY OF ____, 20__.

OWNER:

KARL'S FARM NORTHGLENN LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ } SS.

COUNTY OF _____ }

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, A.D. 20__, BY

_____, AS _____ OF KARL'S FARM
NORTHGLENN LLC

BY _____ WITNESS MY HAND AND SEAL
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

SEE SHEET 2 & 3 FOR SIGNATURE BLOCKS

STANDARD NOTES

1. STREET MAINTENANCE. IT IS MUTUALLY AGREED BY THE SUBDIVIDER AND THE CITY THAT THE DEDICATED PUBLIC WAYS, INCLUDING STREETS, SHOWN ON THIS PLAT, WILL NOT BE ACCEPTED FINALLY FOR MAINTENANCE BY THE CITY UNTIL AND UNLESS THE SUBDIVIDER CONSTRUCTS THE SAME IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENT AGREEMENT AND SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF RECORDING THIS PLAT AND APPROVAL OF THE CITY HAS ISSUED TO THAT EFFECT.
2. DRAINAGE MAINTENANCE. THE OWNER, ITS LEGAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS IN INTEREST AND ASSIGNS SHALL BE JOINTLY AND SEVERALLY LIABLE AND RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY AND OPERATIONAL FUNCTIONS OF ALL DRAINAGE FACILITIES LOCATED ON THE PROPERTY SHOWN HEREON UNLESS OTHERWISE SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO, PRIVATE DRAINAGE FACILITIES AND PUBLIC AND PRIVATE DRAINAGE EASEMENTS. DRAINAGE IMPROVEMENTS ARE SUBJECT TO SECTION 16-17-13. POST-CONSTRUCTION REQUIREMENT OF PERMANENT BMPs, AS AMENDED.
3. VEHICULAR ACCESS CONTROL. VEHICULAR ACCESS TO PUBLIC STREETS IN THIS SUBDIVISION SHALL BE SOLELY BY WAY OF DRIVEWAYS, DRIVES, AND LANES SPECIFICALLY APPROVED BY THE CITY OF NORTHGLENN.
4. UNDERGROUND UTILITIES. ALL TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES AND OTHER LIKE UTILITY SERVICES SHALL BE PLACED UNDERGROUND, TRANSFORMER, SWITCHING BOXES, TERMINAL BOXES, METER CABINETS, PEDESTALS, DUCTS AND OTHER FACILITIES NECESSARILY APPURTENANT TO SUCH UNDERGROUND UTILITIES MAY BE PLACED ABOVE GROUND.

SHEET INDEX

| | |
|-------------|---|
| SHEET 1 | LEGAL DESCRIPTION, GENERAL AND STANDARD NOTES, |
| SHEET 2-3 | OWNERSHIP SIGNATURES |
| SHEET 4 | GENERAL NOTES AND TRACT/DRIVE/ALLEY SUMMARY TABLE |
| SHEET 5 | OVERALL BOUNDARY |
| SHEETS 6-11 | LOT DETAILS |
| SHEET 12 | DETAILS A & B |
| SHEET 13 | LINE AND CURVE TABLES |

SEE SHEET 4 FOR GENERAL NOTES

SURVEYOR'S STATEMENT

I, SHAUN D. LEE, DO HEREBY CERTIFY THAT THE SURVEY OF THE BOUNDARY OF KARL'S FARM FILING NO. 1, AND NO. 1 FINAL PLAT WAS MADE UNDER MY SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY REPRESENTS SAID SURVEY. I ALSO CERTIFY THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO PERTAINING TO MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND.

SHAUN D. LEE, PLS NO. 38158
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

APPROVALS

THIS MINOR SUBDIVISION HAS BEEN APPROVED BY THE DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT OF THE CITY OF NORTHGLENN, COLORADO ON THE

____ DAY OF ____, 20__.

PLANNING AND DEVELOPMENT, DIRECTOR

THIS MINOR SUBDIVISION HAS BEEN APPROVED BY THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND UTILITIES OF THE CITY OF NORTHGLENN, COLORADO ON THE

____ DAY OF ____, 20__.

PUBLIC WORKS AND UTILITIES, DIRECTOR

CITY APPROVAL

THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE PUBLIC WAYS SHOWN HEREON, INCLUDING BUT NOT LIMITED TO, THE STREETS, ROADS, DRIVES AND ALLEYS FOR PUBLIC USE SUBJECT TO THE PROVISIONS CONTAINED IN THE STREET MAINTENANCE NOTE HEREIN AND THE DEDICATION OF PUBLIC LANDS ARE SHOWN HEREON.

SIGNED THIS ____ DAY OF ____, 20__.

BY _____
MAYOR

ATTEST:

BY _____
CITY CLERK

ADAMS COUNTY CLERK AND RECORDER'S CERTIFICATE


THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ADAMS COUNTY AT ____ M. ON THE ____ DAY OF ____, 20__.

RECEPTION NO. _____

ADAMS COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

LAST REVISED: 1/6/2020

| | | |
|--|---|-------------------------------|
|  AZTEC CONSULTANTS, INC. Aztec Proj. No.: 21419-44 | 300 East 30th Street, Suite 1 Lincoln, Colorado 80522 Phone: (303) 713-1090 Fax: (303) 713-1897 www.aztecconsultants.com Drawn By: RBA | DATE OF PREPARATION: 09-03-20 |
| | SCALE: N/A | |
| | SHEET 1 OF 13 | |

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 13

OWNER:

HINKHOUSE FAMILY LIMITED PARTNERSHIP NUMBER ONE LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

KAREN SWAITHES

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY

BY _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

SHAREN PODZIMEK

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY

BY _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

PAMELA DRAKE

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY

BY _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

DEANNA DURLAND

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY

BY _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

OWNER:

KARL'S DAIRY COUNTRY STORE, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

KAREN SWAITHES

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY

BY _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

SHAREN PODZIMEK

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY

BY _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

PAMELA DRAKE

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY

BY _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

DEANNA DURLAND

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS.

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY

BY _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

| | | |
|--|----------------------|----------|
|  Aztec Consultants, Inc. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com Drawn By: RBA | DATE OF PREPARATION: | 09-03-20 |
| | SCALE: | N/A |
| SHEET 2 OF 13 | | |

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 13

OWNER:

KAREN SWATHES

BY: _____

AS: _____

NOTARIAL CERTIFICATESTATE OF _____ }
COUNTY OF _____ } SS.THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BYBY _____ WITNESS MY HAND AND SEAL
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

OWNER:

SHAREN PODZIMEK

BY: _____

AS: _____

NOTARIAL CERTIFICATESTATE OF _____ }
COUNTY OF _____ } SS.THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY

BY _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

OWNER:

PAMELA DRAKE

BY: _____

AS: _____

NOTARIAL CERTIFICATESTATE OF _____ }
COUNTY OF _____ } SS.THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BYBY _____ WITNESS MY HAND AND SEAL
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

OWNER:

DEANNA DURLAND

BY: _____

AS: _____

NOTARIAL CERTIFICATESTATE OF _____ }
COUNTY OF _____ } SS.THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BYBY _____ WITNESS MY HAND AND SEAL
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

OWNER:

LLOYD B. SWATHES

BY: _____

AS: _____

NOTARIAL CERTIFICATESTATE OF _____ }
COUNTY OF _____ } SS.THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
_____, A.D. 20____, BY

BY _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

OWNER:

KF DEVELOPERS INC., A COLORADO CORPORATION

BY: _____

AS: _____

NOTARIAL CERTIFICATESTATE OF _____ }
COUNTY OF _____ } SS.THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
_____, A.D. 20____, BY

BY _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

| | | |
|--|--|----------------------------------|
|  Aztec CONSULTANTS, INC. Aztec Proj. No.: 20409-44 | 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1096 Fax: (303) 713-1097 www.aztecconsultants.com Drawn By: RBA | DATE OF PREPARATION: 09-03-20 |
| | SCALE: N/A | |
| | SHEET 3 OF 13 | |

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 4 OF 13

| TRACTS & PRIVATE DRIVE/ALLEY SUMMARY TABLE | | | | | |
|--|--------------|-------------|----------------|------------------------------------|---------------|
| TRACT | AREA (SQ.FT) | AREA (AC ±) | OWNED BY | USE | MAINTAINED BY |
| TRACT A | 1,045 | 0.024 | METRO DISTRICT | ACCESS/DRAINAGE/OPEN SPACE | HOA |
| TRACT B | 3,240 | 0.074 | METRO DISTRICT | ACCESS/DRAINAGE/OPEN SPACE/UTILITY | HOA |
| TRACT C | 47,507 | 1.091 | METRO DISTRICT | ACCESS/DRAINAGE/OPEN SPACE/UTILITY | HOA |
| TRACT D | 1,045 | 0.024 | METRO DISTRICT | ACCESS/DRAINAGE/OPEN SPACE | HOA |
| TRACT E | 19,257 | 0.442 | METRO DISTRICT | ACCESS/DRAINAGE/OPEN SPACE | HOA |
| TRACT F | 56,007 | 1.286 | METRO DISTRICT | ACCESS/DRAINAGE/OPEN SPACE/UTILITY | HOA |
| TRACT G | 18,569 | 0.426 | METRO DISTRICT | ACCESS/DRAINAGE/OPEN SPACE/UTILITY | HOA |
| TRACT H | 7,929 | 0.182 | METRO DISTRICT | ACCESS/DRAINAGE/OPEN SPACE/UTILITY | HOA |
| TRACT I | 18,995 | 0.436 | METRO DISTRICT | ACCESS/DRAINAGE/OPEN SPACE/UTILITY | HOA |
| TRACT J | 1,367 | 0.031 | METRO DISTRICT | ACCESS/DRAINAGE/OPEN SPACE/UTILITY | HOA |
| TRACT K | 38,947 | 0.894 | METRO DISTRICT | ACCESS/DRAINAGE/OPEN SPACE/UTILITY | HOA |
| TRACT L | 96,913 | 2.225 | METRO DISTRICT | OPEN SPACE/DRAINAGE | HOA |
| TRACT M | 18,570 | 0.426 | METRO DISTRICT | ACCESS/DRAINAGE/OPEN SPACE/UTILITY | HOA |
| TRACT A1 | 17,717 | 0.407 | METRO DISTRICT | DRAINAGE/OPEN SPACE | HOA |
| TRACT B1 | 31,116 | 0.714 | METRO DISTRICT | DRAINAGE/OPEN SPACE | HOA |
| SUBTOTAL | 351,322 | 8.065 | | | |

H.O.A. = HOMEOWNERS ASSOCIATION

| PRIVATE DRIVE | | | | | |
|----------------|--------------|-------------|----------------|-------------------------|---------------|
| DRIVE | AREA (SQ.FT) | AREA (AC ±) | OWNED BY | USE | MAINTAINED BY |
| FARMVIEW DRIVE | 33,666 | 0.773 | METRO DISTRICT | ACCESS/DRAINAGE/UTILITY | HOA |
| FESTIVAL DRIVE | 8,654 | 0.199 | METRO DISTRICT | ACCESS/DRAINAGE/UTILITY | HOA |
| HAYLOFT DRIVE | 11,732 | 0.269 | METRO DISTRICT | ACCESS/DRAINAGE/UTILITY | HOA |
| ZELDA DRIVE | 5,807 | 0.133 | METRO DISTRICT | ACCESS/DRAINAGE/UTILITY | HOA |
| KARL'S DRIVE | 19,586 | 0.450 | METRO DISTRICT | ACCESS/DRAINAGE/UTILITY | HOA |
| SUBTOTAL | 79,446 | 1.824 | | | |

| PRIVATE ALLEY | | | | | |
|---------------|--------------|-------------|----------------|-------------------------|---------------|
| LANE | AREA (SQ.FT) | AREA (AC ±) | OWNED BY | USE | MAINTAINED BY |
| FESTIVAL LANE | 19,607 | 0.450 | METRO DISTRICT | ACCESS/DRAINAGE/UTILITY | HOA |
| DAIRY LANE | 19,607 | 0.450 | METRO DISTRICT | ACCESS/DRAINAGE/UTILITY | HOA |
| ZEKE LANE | 5,700 | 0.131 | METRO DISTRICT | ACCESS/DRAINAGE/UTILITY | HOA |
| CREAMERY LANE | 19,607 | 0.450 | METRO DISTRICT | ACCESS/DRAINAGE/UTILITY | HOA |
| HAYLOFT LANE | 20,958 | 0.481 | METRO DISTRICT | ACCESS/DRAINAGE/UTILITY | HOA |
| FARMVIEW LANE | 4,855 | 0.111 | METRO DISTRICT | ACCESS | HOA |
| SUBTOTAL | 90,335 | 2.073 | | | |

GENERAL NOTES

- THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABC70630705-2, WITH AN EFFECTIVE DATE OF JULY 26, 2019, 5:00 P.M. AND THAT ALL EASEMENTS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY. SAID PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS INC. FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.
- THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON OCTOBER 26, 2018.
- PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
- THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS, ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08001C0312H, MAP REVISED MARCH 5, 2007.
- BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE SOUTH QUARTER CORNER AND AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM CAP STAMPED "CDOT 1991 LS 11434" IN A MONUMENT BOX, ASSUMED TO BEAR NORTH 89°54'49" EAST.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
- THIS PLAT IS BEING PROCESSED IN ACCORDANCE WITH SECTION 12-1-3(9)(6) OF THE NORTHGLENN MUNICIPAL CODE AS A PLAT EXEMPTION THAT IS HEREBY AUTHORIZED BY APPROVAL OF RESOLUTION _____-2019 BY THE NORTHGLENN CITY COUNCIL.
- OVERALL ROAD RIGHT-OF-WAY DEDICATED BY THIS PLAT IS 350,786 SF OR 8.053 AC.
- AN APPROVED AND EXECUTED SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR ANY SUCH LOT, OUTLOT, BLOCK OR TRACT WILL BE REQUIRED BY THE CITY OF NORTHGLENN BEFORE ANY BUILDING PERMIT WILL BE ISSUED FOR VERTICAL DEVELOPMENT ON ANY LOTS, OUTLOTS, BLOCKS OR TRACTS SHOWN HEREIN.
- A BLANKET DRAINAGE EASEMENT, EXCLUDING BUILDING FOOTPRINTS AND EXCLUSIVE EASEMENTS, IS HEREBY GRANTED TO AND BETWEEN ALL LOTS AND TRACTS, FOR THE PURPOSES OF CONVEYING SURFACE STORM WATER.
- A BLANKET EASEMENT IS HEREBY GRANTED TO THE KARL'S FARM HOMEOWNERS ASSOCIATION FOR ACCESS, CONSTRUCTION, MAINTENANCE AND REPAIR TO DRAINAGE IMPROVEMENTS. THE UNDERLYING PROPERTY OWNER OR ASSIGNS WILL BE RESPONSIBLE FOR BASIC MAINTENANCE OF THE EASEMENT AREA.
- WATER AND SANITARY SEWER EASEMENTS ARE HEREBY GRANTED TO THE CITY OF NORTHGLENN ACROSS THE ENTIRETY OF FARMVIEW DRIVE, FESTIVAL LANE, HAYLOFT LANE, ZEKE LANE, CREAMERY LANE, DAIRY LANE AND KARL'S DRIVE TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, INSPECT AND OPERATE MAINS, TRANSMISSION, DISTRIBUTION, AND SERVICE LINES AND APPURTENANCES OR OTHER IMPROVEMENTS FOR WHICH THE EASEMENTS WERE GRANTED, TOGETHER WITH A RIGHT OF ACCESS, ON, ALONG AND IN ALL OF THE EASEMENTS, AS MAY BE NECESSARY TO ACCOMPLISH THE INTENDED PURPOSES OF THE EASEMENT. THESE EASEMENTS SHALL BE EXCLUSIVE, HOWEVER UTILITIES MAY CROSS THE EXCLUSIVE EASEMENTS AT SUBSTANTIALLY 90 DEGREES.
- THE CITY OF NORTHGLENN BEARS NO RESPONSIBILITY FOR ANY UTILITY SERVICE LINES, MAINTENANCE AND CARE OF ALL SANITARY, WATER, AND STORM SERVICE LINES OUTSIDE OF DEDICATED EASEMENTS AND THAT THEY ARE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY.
- DRIVES AND LANES, WITH THE EXCEPTION OF IRMA DRIVE, WILL NOT BE DEDICATED TO THE CITY AND WILL BE OWNED BY THE KARL'S FARM FILING NO. 1 METRO DISTRICT AND MAINTAINED BY THE KARL'S FARM HOMEOWNERS ASSOCIATION (HOA).
- THE RIGHT TO AND USE OF ALL NON-TRIBUTARY GROUNDWATER IS HEREBY DEDICATED TO THE CITY OF NORTHGLENN.
- THIS FINAL (PRELIMINARY) PLAT AS AMENDED AND RESTATED DOES NOT CREATE ANY VESTED RIGHTS UNDER COLORADO LAW OR THE NORTHGLENN UNIFIED DEVELOPMENT ORDINANCE.

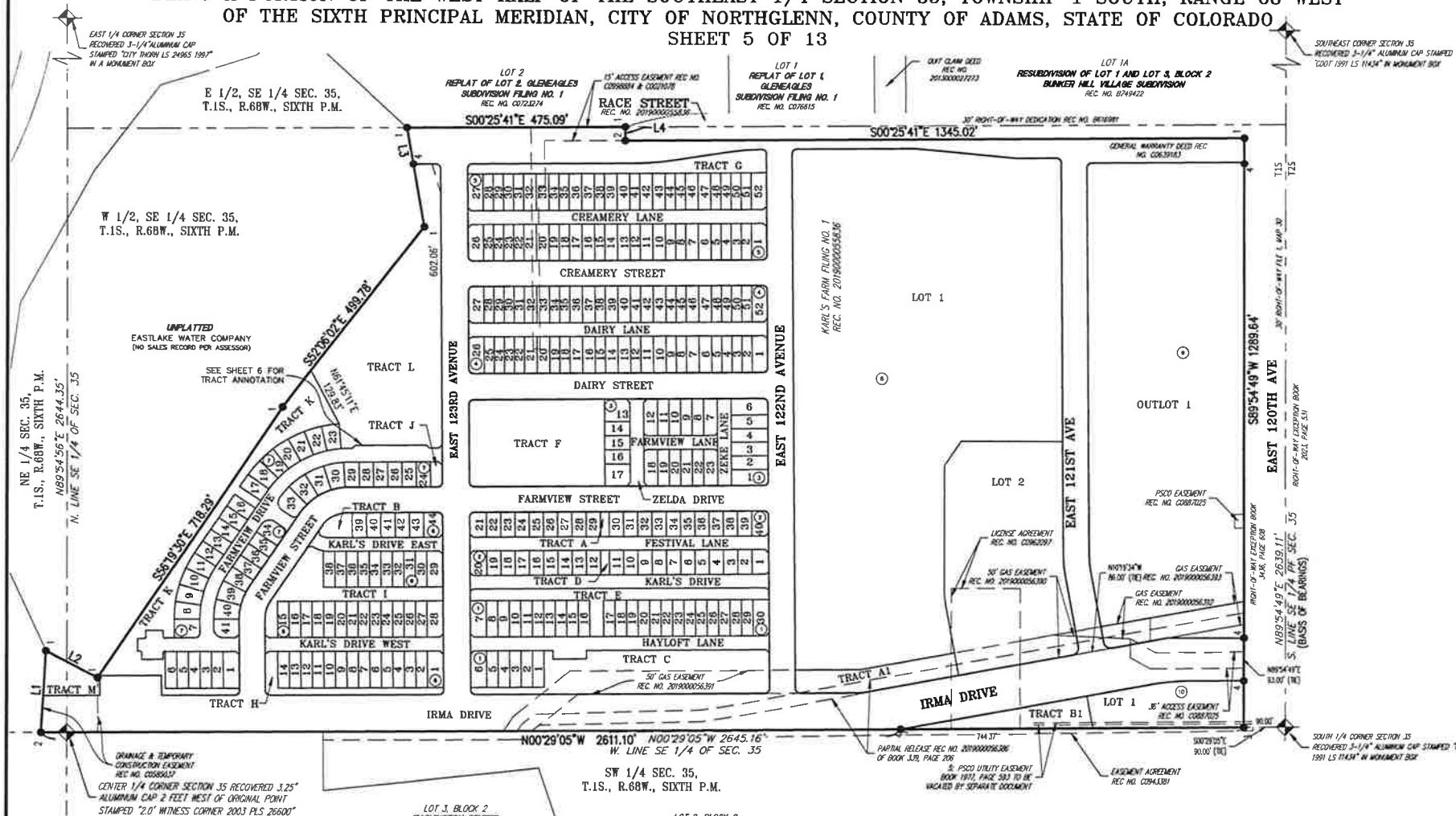
FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

| | | |
|--|----------------------|---------------|
|  300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com | DATE OF PREPARATION: | 09-03-20 |
| | SCALE: | N/A |
| AzTec Proj. No.: 21419-44 | Drawn By: RBA | SHEET 4 OF 13 |

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 5 OF 13

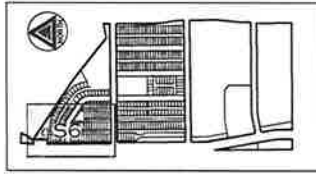


SEE SHEET 14 FOR LINE
AND CURVE TABLES

| | | |
|---|----------------------|------------|
| <p>AZTEC CONSULTANTS, INC.</p> <p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80123 Phone: (303) 713-1000 Fax: (303) 713-1099 www.aztecconsultants.com</p> <p>Aztec Proj. No: 2419-44</p> | DATE OF PREPARATION: | 09-03-2019 |
| | SCALE: | T = 150' |
| | SHEET 4 OF 13 | |

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO



KEY MAP
N.T.S.

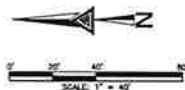
LEGEND

U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT
X.E. = XCEL EASEMENT
G.E. = GAS EASEMENT

UNPLATTED
EASTLAKE WATER COMPANY
(NO SALES RECORD FOR ASSIGNORS)

W 1/2, SE 1/4 SEC. 35,
T.1S., R.68W., SIXTH P.M.

SEE DETAIL A
ON SHEET 12



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

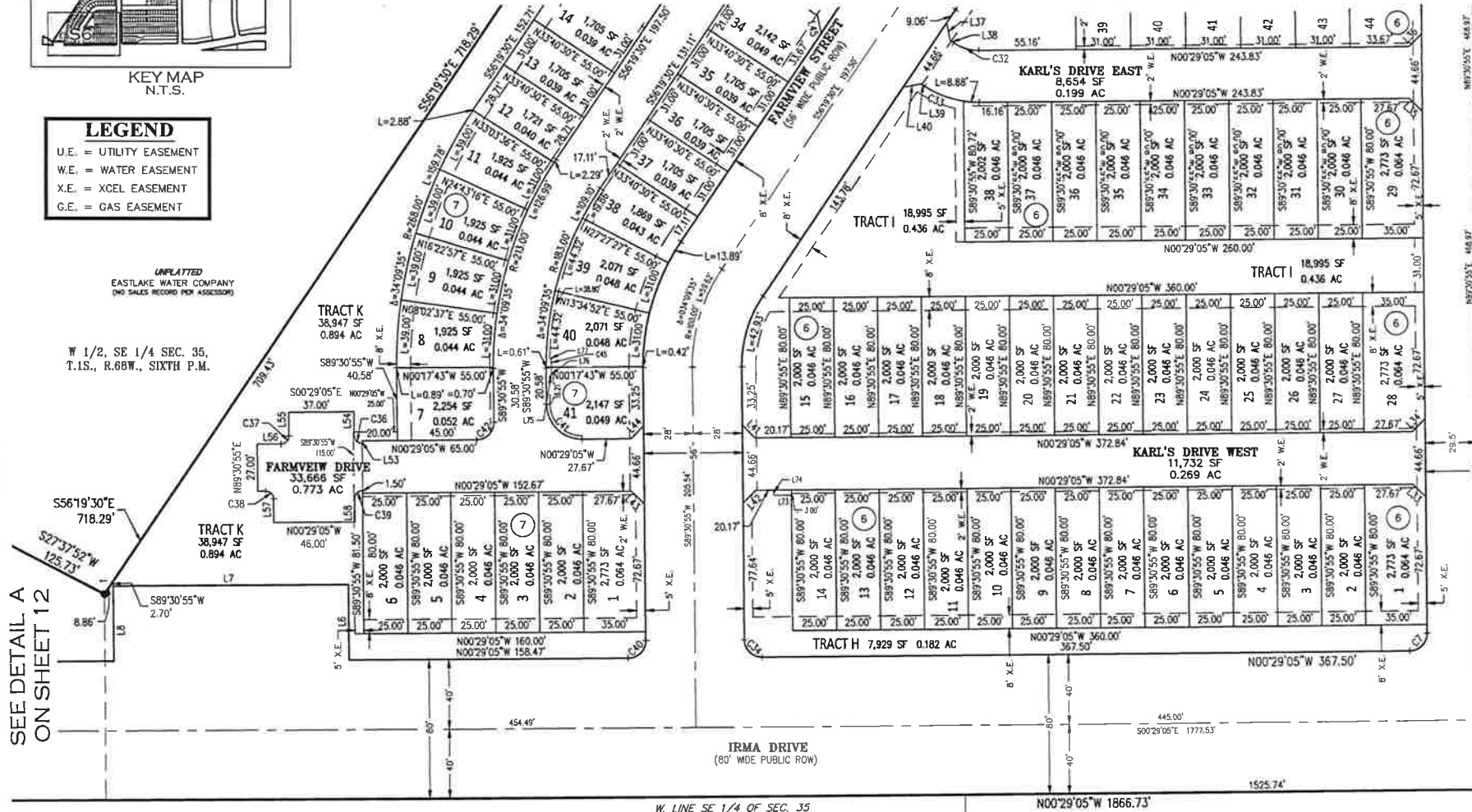
SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES

SEE SHEET 7

SHEET 6 OF 13

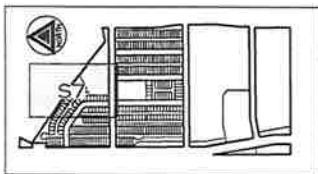
SEE SHEET 7



| | | |
|--|----------------------|---------------|
| AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 733-1898 Fax: (303) 733-1897 www.aztecconsultants.com Aztec Proj. No: 21415-44 | DATE OF PREPARATION: | 09-03-2015 |
| | SCALE: | T = 40' |
| Drawn By: RBA | | SHEET 6 OF 13 |

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 7 OF 13



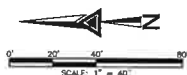
KEY MAP
N.T.S.

LEGEND

U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT
X.E. = XCEL EASEMENT
G.E. = GAS EASEMENT

UNPLATTED
EASTLAKE WATER COMPANY
(NO SALES RECORD FOR ASSIGNMENT)

W 1/2, SE 1/4 SEC. 35,
T.1S., R.68W., SIXTH P.M.



FOR REVIEW

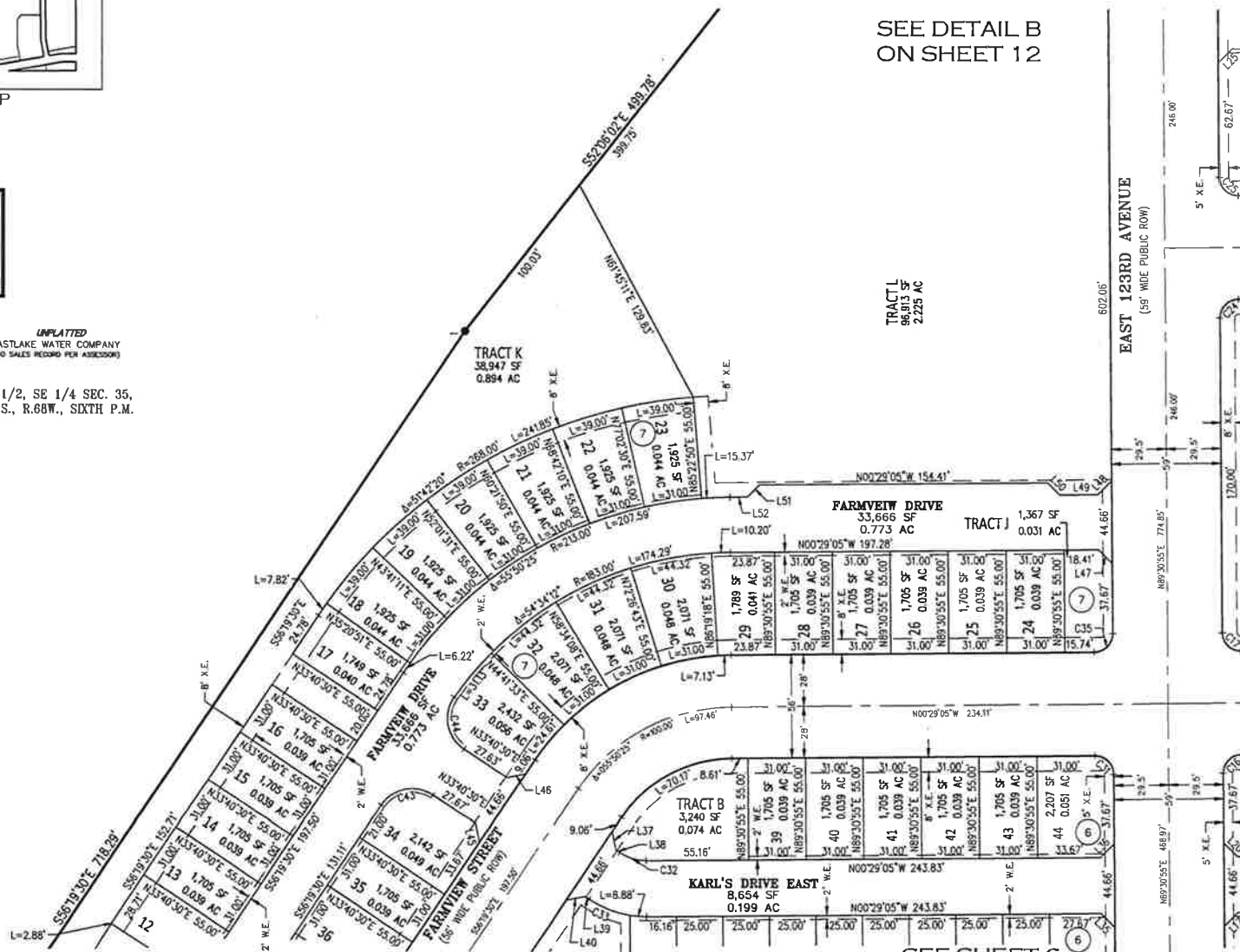
FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 6

SEE SHEET 13 FOR LINE
AND CURVE TABLES

SEE DETAIL B
ON SHEET 12



SEE SHEET 6

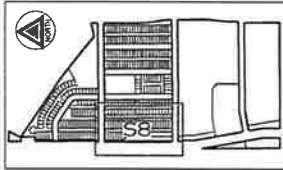
SEE SHEET 9

SEE SHEET 9

| | | |
|---|-------------------------|-----------|
| AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1897 Fax: (303) 713-1897 www.aztecconsultants.com Aztec Proj. No.: 23419-44 | DATE OF PREPARATION: | 09-03-201 |
| | SCALE: | 1" = 40' |
| | SHEET 7 OF 13 | |

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 8 OF 13



KEY MAP
N.T.S.

LEGEND

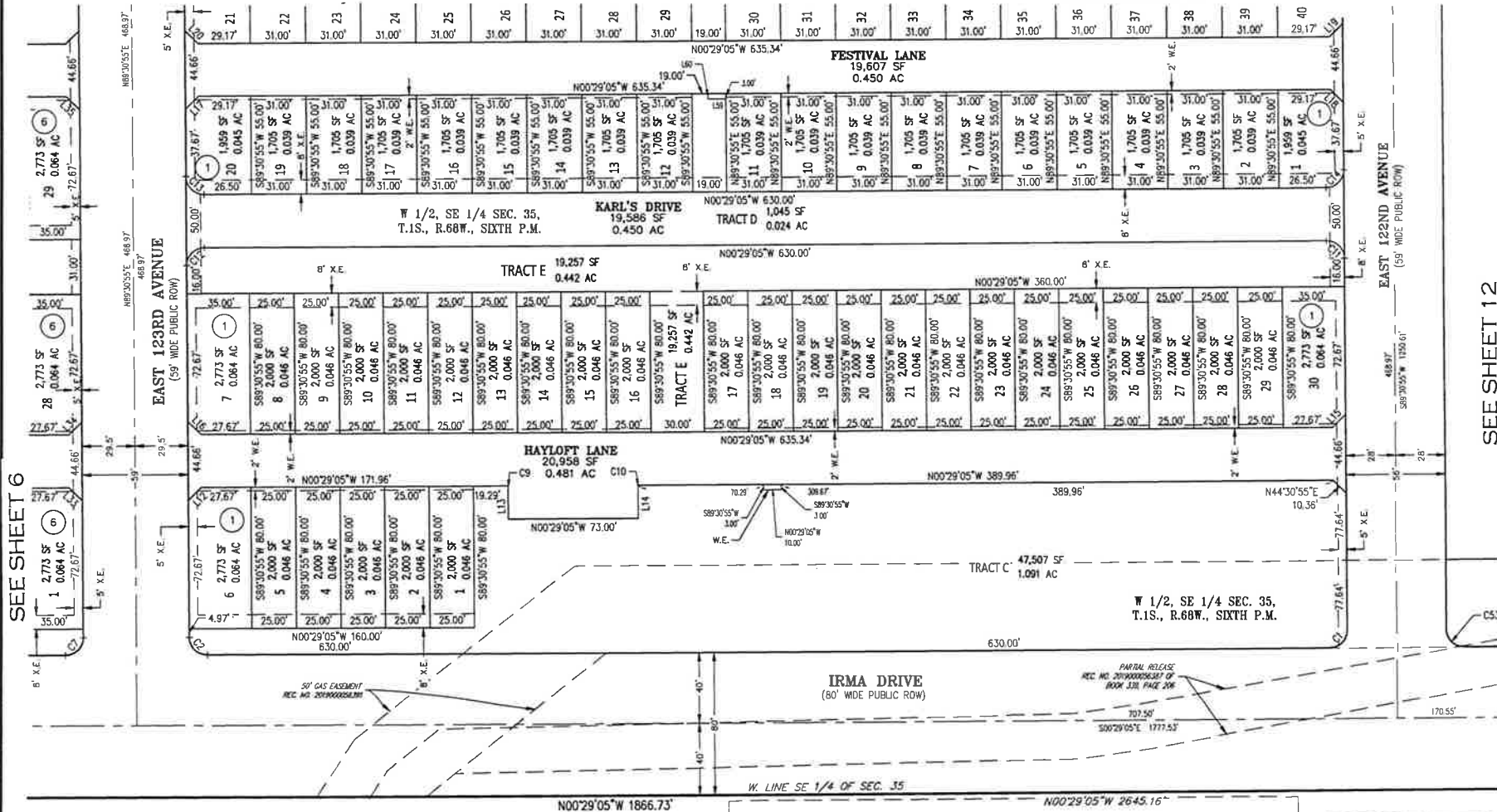
U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT
X.E. = XCEL EASEMENT
G.E. = GAS EASEMENT

FOR REVIEW

SEE SHEET 9

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

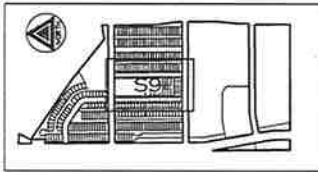
SEE SHEET 9



SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES

| | | |
|--|-------------------------|------------|
| <p>AZTEC CONSULTANTS, INC.</p> <p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com</p> <p>Aztec Proj. No.: 23419-44</p> | DATE OF PREPARATION: | 09-03-2011 |
| | SCALE: | 1" = 40' |
| | SHEET 8 OF 13 | |



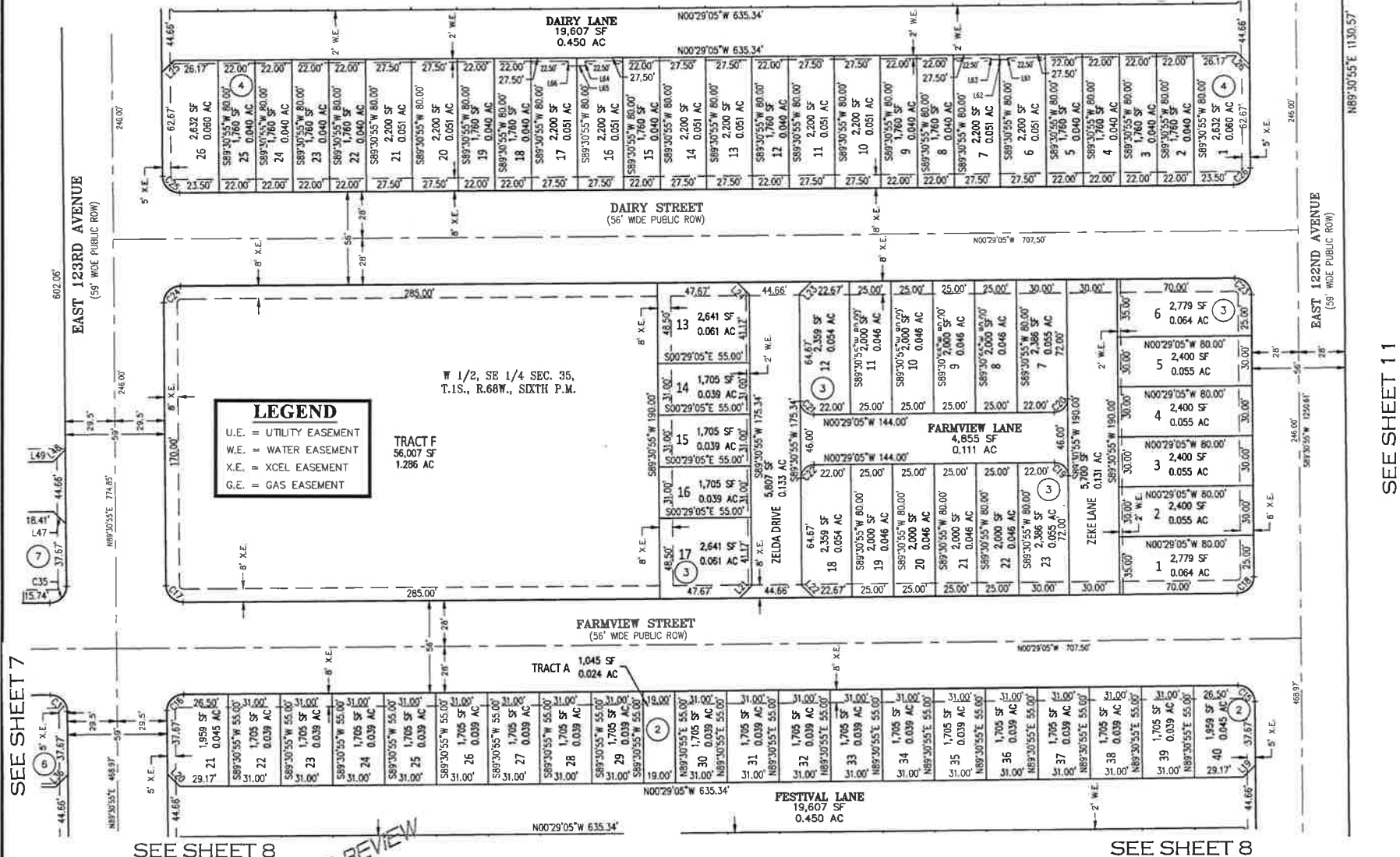
KEY MAP
N.T.S.

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68
WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 9 OF 13

SEE SHEET 10

SEE SHEET 10



FOR REVIEW

SEE SHEET 5 FOR MONUMENT LEGEND

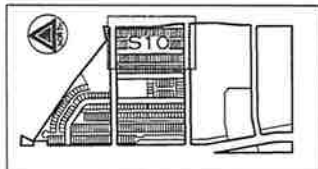
AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1000
Fax: (303) 713-1001
www.aztecconsultants.com

DATE OF PREPARATION: 09-03-201
SCALE: 1" = 40'
SHEET 9 OF 13

Aztec Proj. No: 21419-44
Drawn By: RBA

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY
OF ADAMS, STATE OF COLORADO
SHEET 10 OF 13



KEY MAP
N.T.S.

LOT 2
REPLAT OF LOT 2, GLENEAGLES
SUBDIVISION FILING NO. 1
REC. NO. C0723274

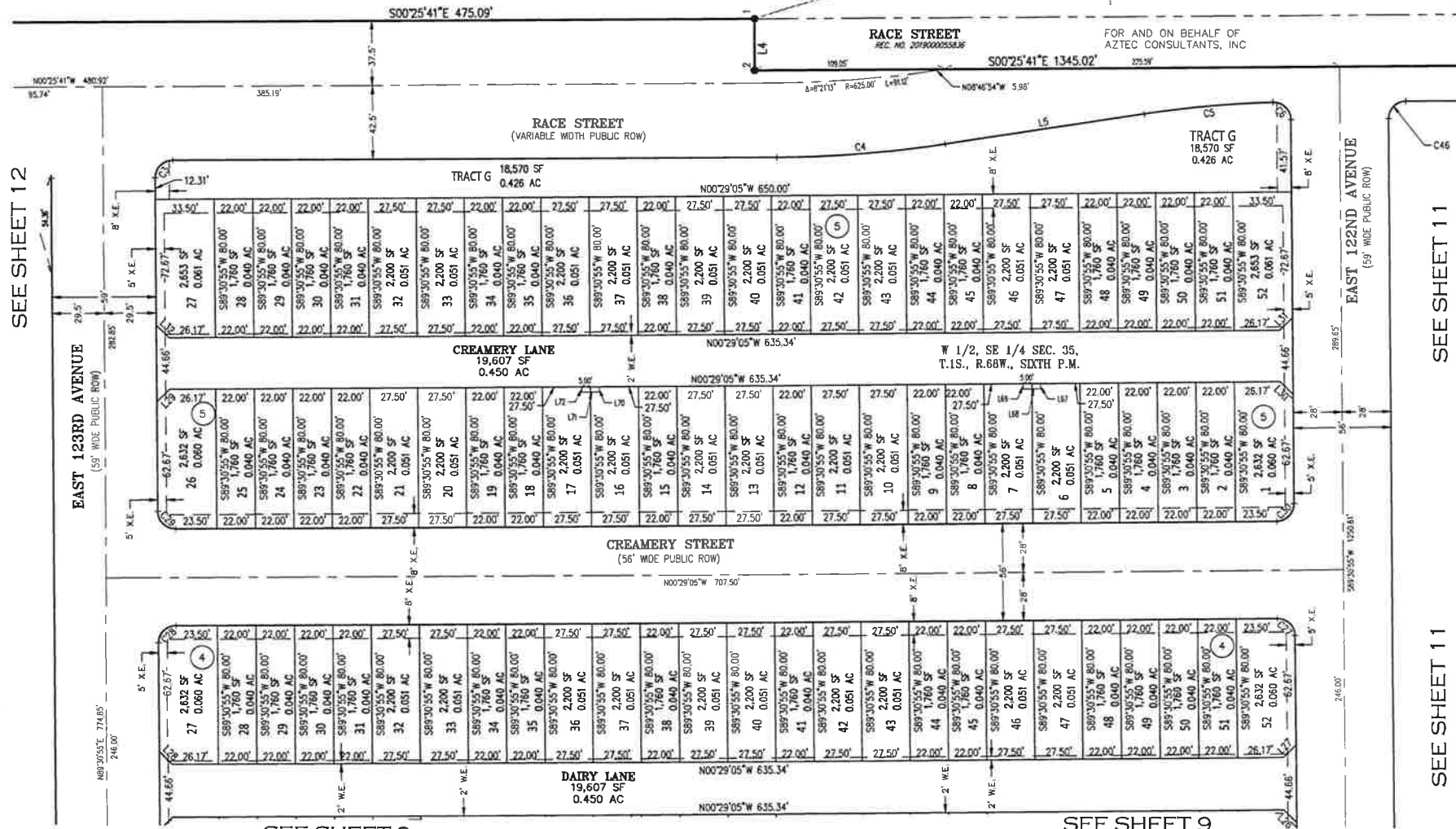
LEGEND

U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT
X.E. = XCEL EASEMENT
G.E. = GAS EASEMENT

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

SEE SHEET 12



SEE SHEET 9

SEE SHEET 9

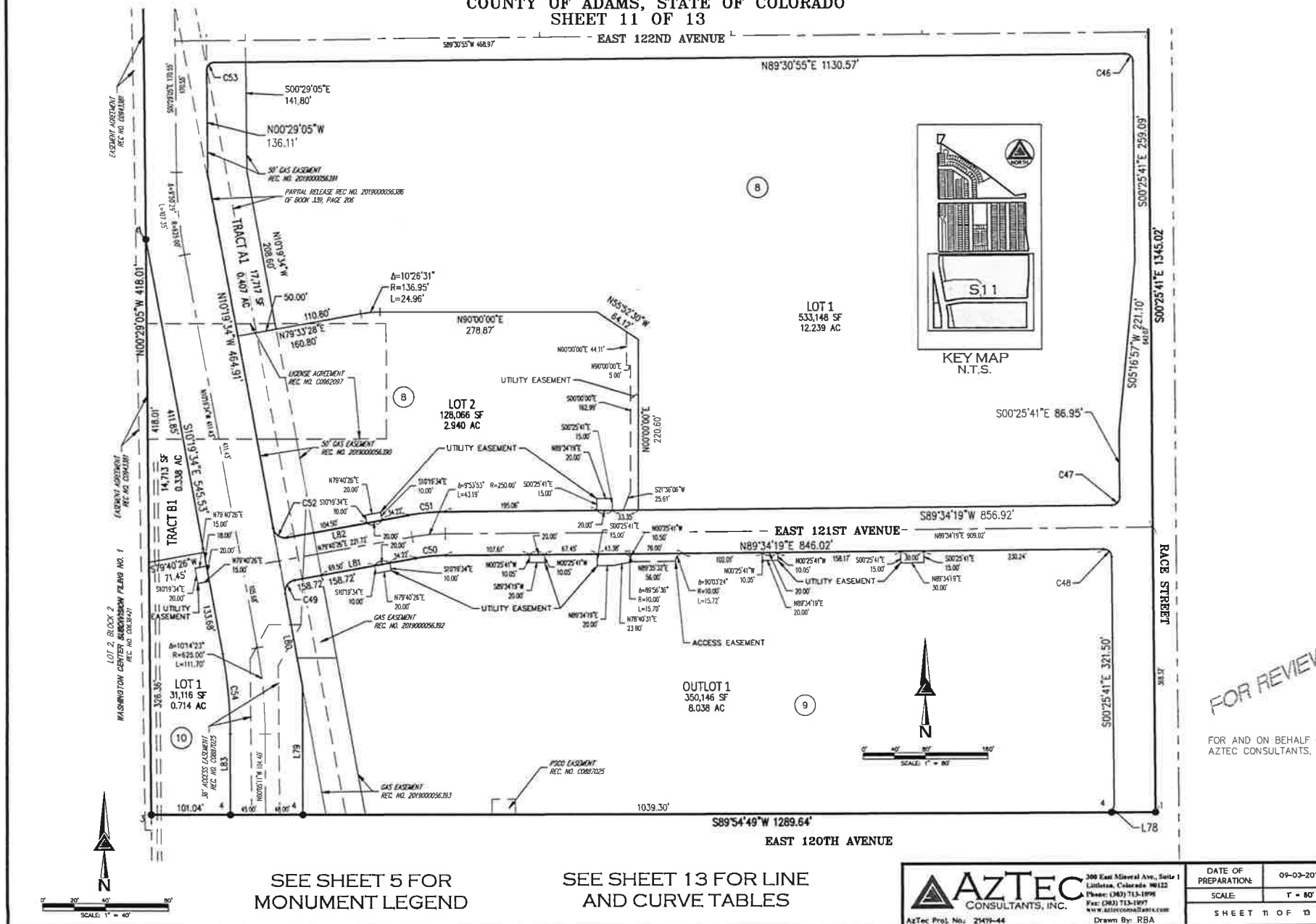
SEE SHEET 11

SEE SHEET 11

| | | |
|---|--|--|
| <p>Aztec CONSULTANTS, INC.</p> <p>Aztec Proj. No: 21419-44</p> | <p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80120 Phone: (303) 713-1076 Fax: (303) 713-1077 WWW.AZTECCONSULTANTS.COM</p> | <p>DATE OF PREPARATION</p> <p>09-03-2017</p> |
| | <p>SCALE</p> <p>1" = 30'</p> | <p>SHEET 10 OF 13</p> |
| | <p>Drawn By: RBA</p> | |

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 11 OF 13



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES

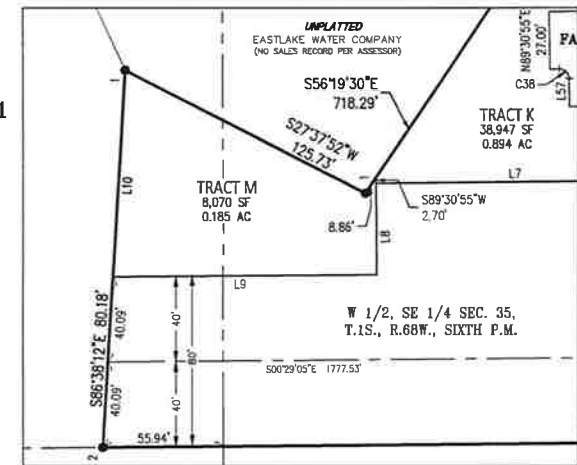
| | | |
|--|--|------------|
| | DATE OF PREPARATION: | 09-03-2017 |
| | SCALE: | 1" = 40' |
| | SHEET 11 OF 13 | |
| | 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com Drawn By: RBA | |

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

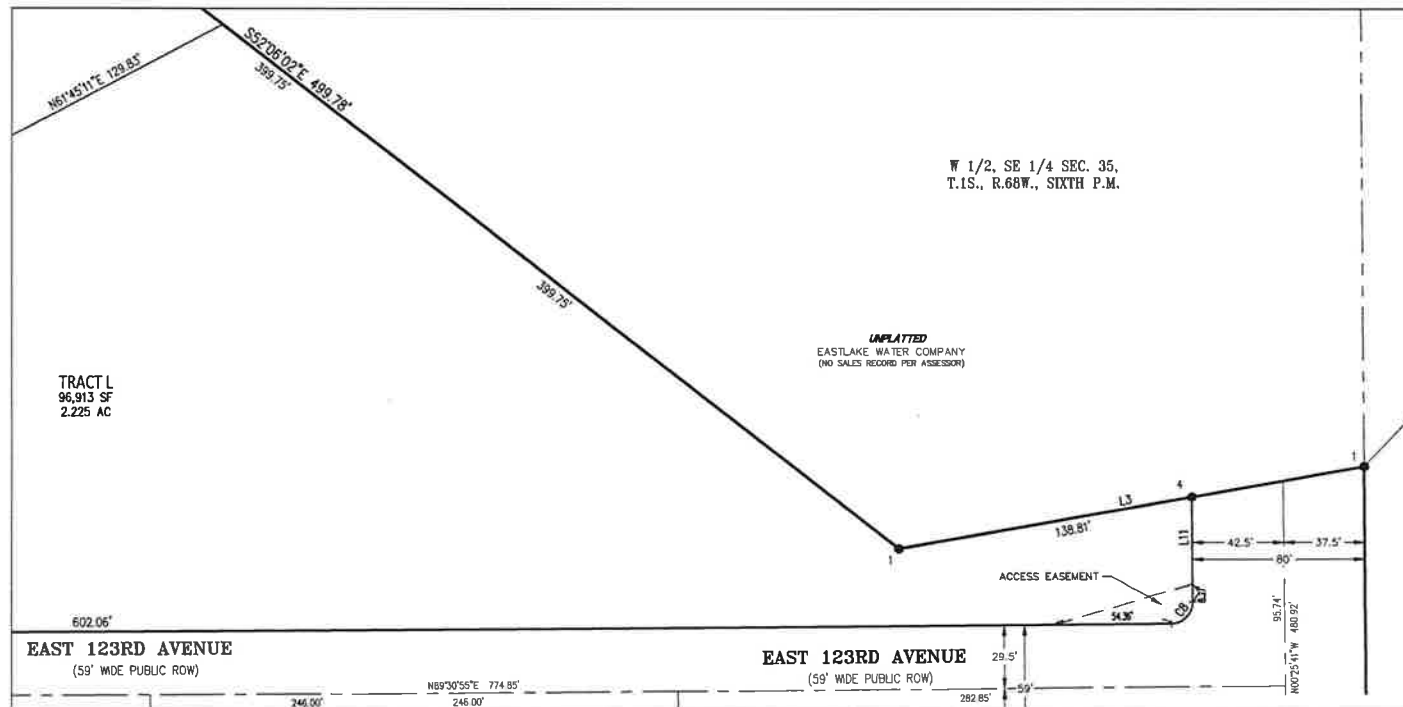
AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 12 OF 13

SEE SHEET 4 FOR
MONUMENT LEGEND

SEE SHEET 14 FOR LINE
AND CURVE TABLES



DETAIL A
SCALE: 1" = 40'



DETAIL B
SCALE: 1" = 40'

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

| | | |
|--|------------------------|----------------|
| AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1808 Fax: (303) 713-1897 www.aztecconsultants.com | DATE OF PREPARATION | 09-03-201 |
| | SCALE | 1" = 40' |
| AzTec Proj. No. 21419-44 | Drawn By: RBA | SHEET 12 OF 13 |

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 13 OF 13

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L1 | S86°38'12"E | 178.02' |
| L2 | N27°37'52"E | 125.73' |
| L3 | N80°00'29"E | 219.93' |
| L4 | S89°54'49"W | 30.00' |
| L5 | S08°46'54"E | 115.21' |
| L6 | N89°30'55"E | 43.00' |
| L7 | N00°29'05"W | 132.89' |
| L8 | S89°30'55"W | 43.00' |
| L9 | N00°29'05"W | 122.43' |
| L10 | S86°38'12"E | 97.84' |
| L11 | S00°25'41"E | 49.13' |
| L12 | S45°29'05"E | 10.36' |
| L13 | N89°30'55"E | 17.50' |
| L14 | S89°30'55"W | 17.50' |
| L15 | S45°29'05"E | 10.36' |
| L16 | N44°30'55"E | 10.36' |
| L17 | S45°29'05"E | 10.36' |
| L18 | N44°30'55"E | 10.36' |
| L19 | S45°29'05"E | 10.36' |
| L20 | N44°30'55"E | 10.36' |
| L21 | S45°29'05"E | 10.36' |
| L22 | N44°30'55"E | 10.36' |
| L23 | S45°29'05"E | 10.36' |
| L24 | N44°30'55"E | 10.36' |
| L25 | S45°29'05"E | 10.36' |
| L26 | N44°30'55"E | 10.36' |
| L27 | S45°29'05"E | 10.36' |
| L28 | S44°30'55"W | 10.36' |
| L29 | S45°29'05"E | 10.36' |
| L30 | S44°30'55"W | 10.36' |

| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L31 | S45°29'05"E | 10.36' |
| L32 | N44°30'55"E | 10.36' |
| L33 | N44°30'55"E | 10.36' |
| L34 | S45°29'05"E | 10.36' |
| L35 | N44°30'55"E | 10.36' |
| L36 | S45°29'05"E | 10.36' |
| L37 | N78°40'30"E | 10.36' |
| L38 | N33°40'30"E | 2.57' |
| L39 | N33°40'30"E | 2.57' |
| L40 | S11°19'30"E | 10.36' |
| L41 | N44°30'55"E | 10.36' |
| L42 | S45°29'05"E | 10.36' |
| L43 | N44°30'55"E | 10.36' |
| L44 | S45°29'05"E | 10.36' |
| L45 | N78°40'30"E | 10.36' |
| L46 | N11°19'30"W | 10.36' |
| L47 | N44°30'55"E | 10.36' |
| L48 | S45°29'05"E | 10.36' |
| L49 | N00°29'05"W | 20.46' |
| L50 | N44°30'55"E | 9.19' |
| L51 | N45°29'05"W | 9.19' |
| L52 | N00°29'05"W | 9.40' |
| L53 | N89°30'55"E | 1.50' |
| L54 | S89°30'55"W | 13.50' |
| L55 | N89°30'55"E | 13.50' |
| L56 | S00°29'05"E | 13.50' |
| L57 | N89°30'55"E | 13.50' |
| L58 | S89°30'55"W | 13.50' |
| L59 | N00°29'05"W | 10.00' |
| L60 | N89°30'55"E | 3.00' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L61 | S89°31'29"W | 1.00' |
| L62 | N00°28'31"W | 10.00' |
| L63 | N89°31'29"E | 1.00' |
| L64 | S89°31'29"W | 2.95' |
| L65 | N00°28'31"W | 10.00' |
| L66 | N89°31'29"E | 2.95' |
| L67 | S89°30'55"W | 3.00' |
| L68 | N00°29'05"W | 10.00' |
| L69 | N89°30'55"E | 3.00' |
| L70 | S89°30'55"W | 3.00' |
| L71 | N00°29'05"W | 10.00' |
| L72 | N89°30'55"E | 3.00' |
| L73 | N00°29'05"W | 10.00' |
| L74 | N89°30'55"E | 3.00' |
| L75 | S00°29'05"E | 1.00' |
| L76 | N89°30'55"E | 4.36' |
| L77 | S00°29'05"E | 1.00' |
| L78 | S20°50'23"W | 9.10' |
| L79 | N00°05'11"W | 164.70' |
| L80 | N10°19'34"W | 122.97' |
| L81 | N79°40'26"E | 158.72' |
| L82 | S79°40'26"W | 158.72' |
| L83 | S00°05'11"E | 104.40' |

| CURVE TABLE | | | |
|-------------|-----------|---------|--------|
| CURVE | DELTA | RADIUS | LENGTH |
| C1 | 90°00'00" | 10.00' | 15.71' |
| C2 | 90°00'00" | 10.00' | 15.71' |
| C3 | 90°03'24" | 10.00' | 15.72' |
| C4 | 8°21'13" | 665.00' | 96.96' |
| C5 | 7°12'50" | 585.00' | 73.66' |
| C6 | 9°10'45" | 10.00' | 15.90' |
| C7 | 90°00'00" | 10.00' | 15.71' |
| C8 | 89°56'36" | 10.00' | 15.70' |
| C9 | 2°33'44" | 2.50' | 1.03' |
| C10 | 2°33'44" | 2.50' | 1.03' |
| C11 | 90°00'00" | 10.00' | 15.71' |
| C12 | 90°00'00" | 10.00' | 15.71' |
| C13 | 90°00'00" | 10.00' | 15.71' |
| C14 | 90°00'00" | 10.00' | 15.71' |
| C15 | 90°00'00" | 10.00' | 15.71' |
| C16 | 90°00'00" | 10.00' | 15.71' |
| C17 | 90°00'00" | 10.00' | 15.71' |
| C18 | 90°00'00" | 10.00' | 15.71' |
| C19 | 90°00'00" | 8.00' | 12.57' |
| C20 | 90°00'00" | 8.00' | 12.57' |

| CURVE TABLE | | | |
|-------------|-----------|--------|--------|
| CURVE | DELTA | RADIUS | LENGTH |
| C21 | 90°00'00" | 8.00' | 12.57' |
| C22 | 90°00'00" | 8.00' | 12.57' |
| C23 | 90°00'00" | 10.00' | 15.71' |
| C24 | 90°00'00" | 10.00' | 15.71' |
| C25 | 90°00'00" | 10.00' | 15.71' |
| C26 | 90°00'00" | 10.00' | 15.71' |
| C27 | 90°00'00" | 10.00' | 15.71' |
| C28 | 90°00'00" | 10.00' | 15.71' |
| C29 | 90°00'00" | 10.00' | 15.71' |
| C30 | 90°00'00" | 10.00' | 15.71' |
| C31 | 90°00'00" | 10.00' | 15.71' |
| C32 | 34°09'35" | 25.00' | 14.90' |
| C33 | 24°54'38" | 55.00' | 23.91' |
| C34 | 90°00'00" | 10.00' | 15.71' |
| C35 | 90°00'00" | 10.00' | 15.71' |
| C36 | 90°00'00" | 4.50' | 7.07' |
| C37 | 90°00'00" | 4.50' | 7.07' |
| C38 | 90°00'00" | 4.50' | 7.07' |
| C39 | 90°00'00" | 4.50' | 7.07' |
| C40 | 90°00'00" | 10.00' | 15.71' |

| CURVE TABLE | | | |
|-------------|-----------|---------|---------|
| CURVE | DELTA | RADIUS | LENGTH |
| C41 | 90°00'00" | 20.00' | 31.42' |
| C42 | 90°00'00" | 10.00' | 15.71' |
| C43 | 90°00'00" | 20.00' | 31.42' |
| C44 | 91°16'13" | 20.00' | 31.86' |
| C45 | 1°47'42" | 180.00' | 5.64' |
| C46 | 90°03'24" | 10.00' | 15.72' |
| C47 | 81°45'52" | 10.00' | 14.27' |
| C48 | 90°00'00" | 10.00' | 15.71' |
| C49 | 90°00'00" | 15.00' | 23.56' |
| C50 | 9°53'53" | 222.00' | 38.35' |
| C51 | 9°53'53" | 278.00' | 48.03' |
| C52 | 90°00'00" | 15.00' | 23.56' |
| C53 | 90°00'00" | 10.00' | 15.71' |
| C54 | 10°14'23" | 580.00' | 103.65' |

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

| | | |
|---|----------------------|-----------|
|  AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1996 Fax: (303) 713-1997 www.aztecconsultants.com AZTEC Proj. No. 21479-44 | DATE OF PREPARATION: | 09-03-201 |
| | SCALE: | N/A |
| | SHEET 13 OF 13 | |

EXHIBIT C
DESCRIPTION OF PUBLIC IMPROVEMENTS

Exhibit C

Description of Public Improvements

The project site consists of 56.76 acres of land. Proposed public improvements consist of two collector streets, Irma Drive and Race Street, along the west and east sides of the property, respectively, and three local streets. The three local streets are E. 121st Avenue, E. 122nd Avenue, and E. 123rd Avenue. Additional local streets will be installed with future development, but are not a part of the District public improvements.

Included in the street infrastructure are the underground utility mains for storm sewer, sanitary sewer, and potable water. Fire hydrants are provided along the five aforementioned public streets. A regional detention pond will be located immediately north of E. 123rd Avenue, directly west of Race Street with a storm outfall to Brantner Gulch to the northeast.

EXHIBIT D
ENGINEER'S COST ESTIMATES



Exhibit D

Engineer's Estimate of Probable Cost

Karl's Farm Filing No. 1
District Infrastructure Construction Plans

Project No. 1008-22

Prepared for:
KF Developers, Inc.
7400 East Orchard Road, Suite 290-S
Greenwood Village, CO 80111

Prepared by:
Innovative Land Consultants, Inc.
12071 Tejon Street, Suite 470
Westminster, CO 80234

Date: 01/09/2020



JOB NAME: Karl's Farm Filing No. 1 - District Plans

JOB NO.: 1008-22

DATE: Jan 9, 2020

BY: TRP

ISSUE Exhibit D - Engineer's Estimate of Probable Cost

| SUMMARY OF COST | |
|---------------------------|-------------|
| DESCRIPTION | TOTAL |
| Demolition Cost Total | \$63,726 |
| Pavement Cost Total | \$2,334,086 |
| Water Cost Total | \$607,369 |
| Sanitary Sewer Cost Total | \$337,955 |
| Storm Sewer Cost Total | \$1,080,062 |
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| | |
| Subtotal | \$4,423,199 |
| Contingency 15% | \$663,480 |
| Total | \$5,086,679 |

Karl's Farm Filing No. 1 - District Plans

| DEMOLITION | | | | | |
|-------------|---|------|------|------------|----------|
| ITEM | DESCRIPTION | NO. | UNIT | UNIT PRICE | TOTAL |
| 1 | Remove Vertical Curb and Gutter | 1249 | LF | \$5.00 | \$6,245 |
| 2 | Remove Sidewalk | 1124 | LF | \$6.50 | \$7,306 |
| 3 | Remove Crossspan | 680 | SF | \$2.00 | \$1,360 |
| 4 | Remove Asphalt | 3589 | SY | \$11.00 | \$39,479 |
| 5 | Remove Fire Hydrant Assembly (To Be Replaced) | 1 | EA | \$1,500.00 | \$1,500 |
| 6 | Remove 12" Water Line | 653 | LF | \$12.00 | \$7,836 |
| 7 | | | | | \$0 |
| 8 | | | | | \$0 |
| 9 | | | | | \$0 |
| 10 | | | | | \$0 |
| 11 | | | | | \$0 |
| 12 | | | | | \$0 |
| 13 | | | | | \$0 |
| 14 | | | | | \$0 |
| 15 | | | | | \$0 |
| 16 | | | | | \$0 |
| 17 | | | | | \$0 |
| 18 | | | | | \$0 |
| 19 | | | | | \$0 |
| 20 | | | | | \$0 |
| 21 | | | | | \$0 |
| 22 | | | | | \$0 |
| 23 | | | | | \$0 |
| 24 | | | | | \$0 |
| 25 | | | | | \$0 |
| 26 | | | | | \$0 |
| 27 | | | | | \$0 |
| 28 | | | | | \$0 |
| 29 | | | | | \$0 |
| 30 | | | | | \$0 |
| 31 | | | | | \$0 |
| 32 | | | | | \$0 |
| 33 | | | | | \$0 |
| 34 | | | | | \$0 |
| 35 | | | | | \$0 |
| Subtotal | | | | | \$63,726 |
| Contingency | | | | | \$0 |
| Total | | | | | \$63,726 |

Karl's Farm Filing No. 1 - District Plans

| PAVEMENT | | | | | |
|-------------|--|--------|------|------------|-------------|
| ITEM | DESCRIPTION | NO. | UNIT | UNIT PRICE | TOTAL |
| 1 | Asphalt (7" for Irma and Race) | 22,401 | SY | \$34.44 | \$771,475 |
| 2 | Asphalt (5" for 121st, 122nd, and 123rd) | 11,712 | SY | \$24.60 | \$288,126 |
| 3 | Base Course | 34,113 | SY | \$9.25 | \$315,545 |
| 4 | Subgrade Preparation (Asphalt & Curb and Gutter) | 22,865 | SY | \$3.00 | \$68,594 |
| 5 | Vertical Curb and Gutter | 1,672 | LF | \$22.70 | \$37,953 |
| 6 | 10' Detached Walk | 3,947 | LF | \$54.60 | \$215,513 |
| 7 | 8' Detached Walk | 1,148 | LF | \$43.68 | \$50,166 |
| 8 | 5' Detached Walk | 9,406 | LF | \$27.30 | \$256,791 |
| 9 | Crossspan | 497 | SY | \$72.90 | \$36,229 |
| 10 | Drivecut | 728 | SY | \$72.90 | \$53,095 |
| 11 | ADA Ramp | 58 | EA | \$3,500.00 | \$203,000 |
| 12 | Lane Striping | 12,424 | LF | \$1.85 | \$22,985 |
| 13 | Arrow Striping | 19 | EA | \$310.00 | \$5,890 |
| 14 | Street Sign | 20 | EA | \$250.00 | \$5,000 |
| 15 | Adjust MH's | 3 | EA | \$600.00 | \$1,800 |
| 16 | Adjust Valves | 7 | EA | \$275.00 | \$1,925 |
| 17 | | | | | \$0 |
| 18 | | | | | \$0 |
| 19 | | | | | \$0 |
| 20 | | | | | \$0 |
| 21 | | | | | \$0 |
| 22 | | | | | \$0 |
| 23 | | | | | \$0 |
| 24 | | | | | \$0 |
| 25 | | | | | \$0 |
| 26 | | | | | \$0 |
| 27 | | | | | \$0 |
| 28 | | | | | \$0 |
| 29 | | | | | \$0 |
| 30 | | | | | \$0 |
| 31 | | | | | \$0 |
| 32 | | | | | \$0 |
| 33 | | | | | \$0 |
| 34 | | | | | \$0 |
| 35 | | | | | \$0 |
| Subtotal | | | | | \$2,334,086 |
| Contingency | | | | | \$0 |
| Total | | | | | \$2,334,086 |

Karl's Farm Filing No. 1 - District Plans

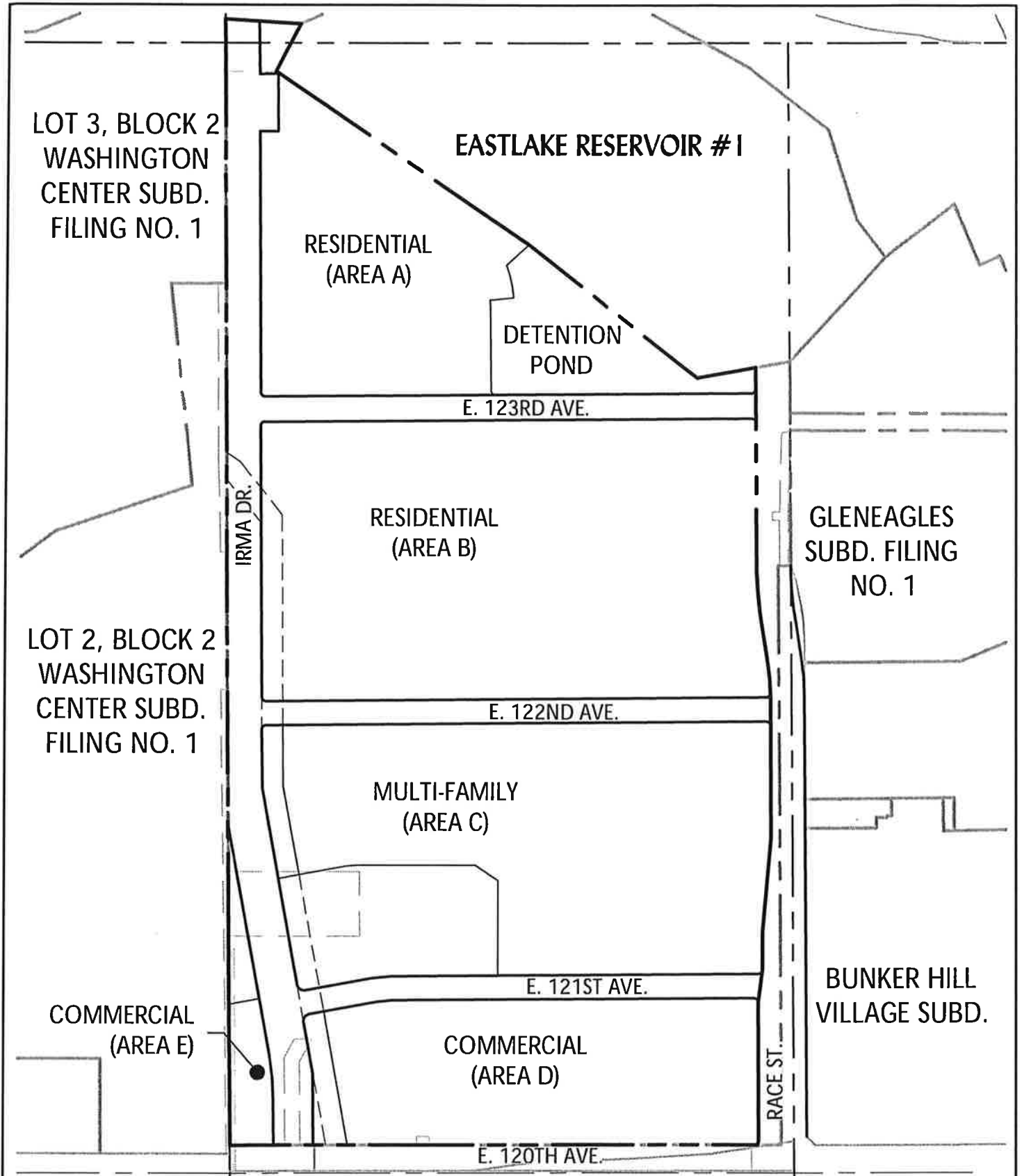
| WATER | | | | | |
|-------------|------------------------|-------|------|------------|-----------|
| ITEM | DESCRIPTION | NO. | UNIT | UNIT PRICE | TOTAL |
| 1 | 8" Water Line | 4,890 | LF | \$29.00 | \$141,810 |
| 2 | 12" Water Line | 1,822 | LF | \$34.25 | \$62,399 |
| 3 | 6" Water Line | 548 | LF | \$22.00 | \$12,058 |
| 4 | 8" Valve | 52 | EA | \$1,710.00 | \$88,920 |
| 5 | 12" Valve | 18 | EA | \$2,125.00 | \$38,250 |
| 6 | 6" Valve | 26 | EA | \$800.00 | \$20,800 |
| 7 | 10" Valve | 2 | EA | \$2,000.00 | \$4,000 |
| 8 | 8" Bend | 3 | EA | \$650.00 | \$1,950 |
| 9 | 12" Bend | 3 | EA | \$900.00 | \$2,700 |
| 10 | 8" x 8" Tee | 14 | EA | \$769.00 | \$10,766 |
| 11 | 8" x 6" Tee | 14 | EA | \$600.00 | \$8,400 |
| 12 | 12" x 8" Tee | 4 | EA | \$997.00 | \$3,988 |
| 13 | 12" x 6" Tee | 11 | EA | \$850.00 | \$9,350 |
| 14 | 8" x 8" Cross | 3 | EA | \$651.83 | \$1,955 |
| 15 | 12" x 8" Cross | 2 | EA | \$997.00 | \$1,994 |
| 16 | 12" x 12" Cross | 1 | EA | \$1,000.00 | \$1,000 |
| 17 | 10" x 10" Tee | 1 | EA | \$1,000.00 | \$1,000 |
| 18 | 8" x 6" Reducer | 2 | EA | \$500.00 | \$1,000 |
| 19 | 12" x 8" Reducer | 3 | EA | \$875.00 | \$2,625 |
| 20 | 12" x 10" Reducer | 1 | EA | \$1,000.00 | \$1,000 |
| 21 | Fire Hydrant Assembly | 26 | EA | \$6,978.00 | \$181,428 |
| 22 | 8" Connect to Existing | 3 | EA | \$2,500.00 | \$7,500 |
| 23 | 12" Plug | 1 | EA | \$175.00 | \$175 |
| 24 | 8" Plug | 23 | EA | \$100 | \$2,300 |
| 25 | | | | | \$0 |
| 26 | | | | | \$0 |
| 27 | | | | | \$0 |
| 28 | | | | | \$0 |
| 29 | | | | | \$0 |
| 30 | | | | | \$0 |
| 31 | | | | | \$0 |
| 32 | | | | | \$0 |
| 33 | | | | | \$0 |
| 34 | | | | | \$0 |
| 35 | | | | | \$0 |
| Subtotal | | | | | \$607,369 |
| Contingency | | | | | \$0 |
| Total | | | | | \$607,369 |

Karl's Farm Filing No. 1 - District Plans

| SANITARY | | | | | |
|-------------|---------------------|------|------|------------|-----------|
| ITEM | DESCRIPTION | NO. | UNIT | UNIT PRICE | TOTAL |
| 1 | 8" Sanitary Pipe | 4740 | LF | \$41.00 | \$194,345 |
| 2 | 10" Sanitary Pipe | 596 | LF | \$46.00 | \$27,416 |
| 3 | 4' Manhole | 29 | EA | \$3,886.00 | \$112,694 |
| 4 | Connect to Existing | 1 | EA | \$3,500.00 | \$3,500 |
| 5 | | | | | \$0 |
| 6 | | | | | \$0 |
| 7 | | | | | \$0 |
| 8 | | | | | \$0 |
| 9 | | | | | \$0 |
| 10 | | | | | \$0 |
| 11 | | | | | \$0 |
| 12 | | | | | \$0 |
| 13 | | | | | \$0 |
| 14 | | | | | \$0 |
| 15 | | | | | \$0 |
| 16 | | | | | \$0 |
| 17 | | | | | \$0 |
| 18 | | | | | \$0 |
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| 25 | | | | | \$0 |
| 26 | | | | | \$0 |
| 27 | | | | | \$0 |
| 28 | | | | | \$0 |
| 29 | | | | | \$0 |
| 30 | | | | | \$0 |
| 31 | | | | | \$0 |
| 32 | | | | | \$0 |
| 33 | | | | | \$0 |
| 34 | | | | | \$0 |
| 35 | | | | | \$0 |
| Subtotal | | | | | \$337,955 |
| Contingency | | | | | \$0 |
| Total | | | | | \$337,955 |

Karl's Farm Filing No. 1 - District Plans

| STORM | | | | | |
|-------------|---|-------|------|--------------|-------------|
| ITEM | DESCRIPTION | NO. | UNIT | UNIT PRICE | TOTAL |
| 1 | 18" RCP | 993 | LF | \$57.00 | \$56,601 |
| 2 | 24" RCP | 562 | LF | \$75.00 | \$42,130 |
| 3 | 30" RCP | 246 | LF | \$91.00 | \$22,386 |
| 4 | 36" RCP | 216 | LF | \$103.00 | \$22,298 |
| 5 | 48" RCP | 1,859 | LF | \$130.00 | \$241,717 |
| 6 | 54" RCP | 67 | LF | \$155.00 | \$10,461 |
| 7 | 60" x 38" HERCP | 500 | LF | \$250.00 | \$124,978 |
| 8 | 24" FES | 2 | EA | \$2,450.00 | \$4,900 |
| 9 | 36" FES | 2 | EA | \$3,425.00 | \$6,850 |
| 10 | 48" FES | 3 | EA | \$4,400.00 | \$13,200 |
| 11 | Type C Inlet | 1 | EA | \$5,409.11 | \$5,409 |
| 12 | 5' Type R Inlet | 12 | EA | \$6,652.00 | \$79,824 |
| 13 | 10' Type R Inlet | 5 | EA | \$5,465.05 | \$27,325 |
| 14 | 15' Type R Inlet | 3 | EA | \$11,860.00 | \$35,580 |
| 15 | 4' Manhole | 4 | EA | \$4,500.00 | \$18,000 |
| 16 | 5' Manhole | 7 | EA | \$5,500.00 | \$38,500 |
| 17 | 6' Manhole | 3 | EA | \$6,104.00 | \$18,312 |
| 18 | 8' Manhole | 10 | EA | \$6,500.00 | \$65,000 |
| 19 | 8.25' x 8.25' Box Manhole | 1 | EA | \$10,000.00 | \$10,000 |
| 20 | Detention Pond (Includes Outlet Struct. & Other Pond Appurt.) | 1 | LS | \$222,200.00 | \$222,200 |
| 21 | Type VL Riprap | 9.33 | CY | \$35.00 | \$327 |
| 22 | 2' Drainage V-Pan | 1600 | LF | \$8.50 | \$13,600 |
| 23 | 2' Drainage U-Channel | 15 | LF | \$31.00 | \$465 |
| 24 | | | | | \$0 |
| 25 | | | | | \$0 |
| 26 | | | | | \$0 |
| 27 | | | | | \$0 |
| 28 | | | | | \$0 |
| 29 | | | | | \$0 |
| 30 | | | | | \$0 |
| 31 | | | | | \$0 |
| 32 | | | | | \$0 |
| 33 | | | | | \$0 |
| 34 | | | | | \$0 |
| 35 | | | | | \$0 |
| Subtotal | | | | | \$1,080,062 |
| Contingency | | | | | \$0 |
| Total | | | | | \$1,080,062 |



Innovative Land Consultants, Inc.

Karl's Farm Filing No. 1
District Infrastructure CDs
Cost Exhibit

CR-46 - Page 44 of 46

Prepared By: XWL
Approved By: TRH

Horiz. Scale: 1" = 300'
Vert. Scale: N/A

Sheet: 1 of 1
Date: 1/9/2020

Job No.: 1008-22

**EXHIBIT E
LETTER OF CREDIT FORM**

BANK LETTERHEAD
NAME OF INSTITUTION
ADDRESS
CITY, STATE, ZIP

SAMPLE

DATE

IRREVOCABLE STANDBY LETTER OF CREDIT

BENEFICIARY:

PERMITTEE:

CITY OF NORTHGLENN
11701 COMMUNITY CENTER DRIVE
NORTHGLENN, COLORADO 80233

LETTER OF CREDIT NUMBER:

DATE ISSUED:

EXPIRARY DATE: THIS IRREVOCABLE LETTER OF CREDIT SHALL EXPIRE 12 MONTHS AFTER THE ISSUANCE DATE; PROVIDED THAT NAME OF INSTITUTION HAS GIVEN THE CITY OF NORTHGLENN NOT LESS THAN 30 DAYS NOR MORE THAN 60 DAYS PRIOR WRITTEN NOTICE OF THE IMPENDING EXPIRATION.

AT: ISSUING BANK'S INTERNATIONAL BANKING COUNTERS LOCATED AT ADDRESS INDICATED ABOVE.

AMOUNT: \$AMOUNT U.S. DOLLARS

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT AVAILABLE BY PAYMENT BY DRAFT(S) DRAWN AT SIGHT ON NAME OF INSTITUTION AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. THIS ORIGINAL LETTER OF CREDIT.

2. A STATEMENT ISSUED AND SIGNED BY THE BENEFICIARY
CERTIFYING AS FOLLOWS:

"THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF THE
CITY OF NORTHGLENN, HEREBY CERTIFIES THE PERMITTEE HAS
FAILED TO COMPLY WITH A CONDITION UPON WHICH THE
CERTIFICATE OF OCCUPANCY WAS ISSUED BY THE CITY OF
NORTHGLENN TO THE PERMITTEE FOR THE FOLLOWING PROPERTY:

_____."

SPECIAL CONDITIONS:

PARTIAL DRAWING IS PERMITTED.

PURSUANT TO U.S. LAW, WE ARE PROHIBITED FROM ISSUING, TRANSFERRING,
ACCEPTING OR PAYING LETTERS OF CREDIT TO ANY PARTY OR ENTITY
IDENTIFIED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF
TREASURY, OR SUBJECT TO DENIAL OF EXPORT PRIVILEGES BY THE U.S.
DEPARTMENT OF COMMERCE.

DRAFT DRAWN UNDER THIS CREDIT MUST BEAR THE CLAUSE: "DRAWN" UNDER
NAME OF INSTITUTION IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER.

THIS CREDIT IS SUBJECT TO "THE UNIFORM CUSTOMS AND PRACTICE FOR
DOCUMENTARY CREDITS" (1993 REVISION) INTERNATIONAL CHAMBER OF
COMMERCE PUBLICATION NUMBER 500.

WE HEREBY ENGAGE WITH YOU THAT DRAFT(S) DRAWN AND/OR DOCUMENTS
PRESENTED AND NEGOTIATED UNDER AND IN COMPLIANCE WITH THE TERMS
OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL BE DULY HONORED
UPON PRESENTATION TO US.

NAME OF INSTITUTION
A MEMBER OF THE FEDERAL RESERVE SYSTEM

STANDBY LETTERS OF CREDIT