



**PLANNING AND DEVELOPMENT DEPARTMENT MEMORANDUM
#11-2020**

DATE: April 13, 2020

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager 

FROM: Brook Svoboda, Director of Planning and Development 

SUBJECT: CR-66 – Karl's Farm Subdivision Improvement Agreement Partial Assignment – Richmond Homes of Colorado, Inc.

PURPOSE

To consider a resolution partially assigning the Karl's Farm Subdivision Improvement Agreement (SIA) from KF Developers, Inc. to Richmond Homes of Colorado, Inc.

BACKGROUND

The developer is requesting the assignment of the SIA to Meritage Homes of Colorado, Inc. and Richmond American Homes of Colorado, Inc., to allow the builders to construct their respective portions of the public improvements as outlined in the SIA that was approved by City Council on February 24, 2020. This resolution will specifically address the portion of the assignment to Richmond Homes of Colorado, Inc. The assignment to Meritage Homes of Colorado, Inc. will be addressed by separate resolution.

Meritage and Richmond Homes desire to construct their respective portions of the public improvements outlined in the SIA; the contract assignment and assumption of obligations will enable them to manage the construction schedule for their separate public improvements.

The assignment does not change the original terms or obligations of the SIA.

STAFF RECOMMENDATION

Staff recommends approval of CR-66.

BUDGET/TIME IMPLICATIONS

This request has no budgetary impacts.

STAFF REFERENCE

If 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.

ATTACHMENT

1. Request for Assignment – KF Developers, Inc. dated February 28, 2020

CR-66 – Karl's Farm Subdivision Improvement Agreement Partial Assignment – Richmond Homes of Colorado, Inc.

ATTACHMENT 1

KF DEVELOPERS, INC
7400 E. ORCHARD ROAD, SUITE 290-S
GREENWOOD VILLAGE, COLORADO 80111

February 28, 2020

Via Email and Regular Mail

Mr. Brook Svoboda
Director of Planning and Development
11701 Community Center Drive
P.O. Box 330061
Northglenn, Colorado 80233-8061
bsvoboda@northglenn.org

Re: City of Northglenn Subdivision Improvement Agreement – Final Plat for Karl’s Farm Filing #1, Amd No. 1 Final Plat (the “Final Plat”) – Request for Assignment

Dear Brook,

This letter is to formally request the City approve and authorize a partial assignment of the rights and obligations under the City of Northglenn Subdivision Improvement Agreement – Final Plat for Karl’s Farm Filing #1, Amd No. 1 Final Plat (the “SIA”) from KF Developers, Inc., (“KF”) to Richmond American Homes of Colorado, Inc., a Delaware corporation (“Richmond”) with respect to the improvements contained within Phase I and Phase II of Exhibit D to the SIA and to Meritage Homes of Colorado, Inc., an Arizona corporation (“Meritage”) with respect to the improvements contained within Phase III of Exhibit D to the SIA.

Each of the improvements contained within Phases I, II and III of Exhibit D to the SIA is capable of being developed separately and apart from the improvements contained in the other phases. The real property within the Final Plat that contain Phases I and II will be owned separately by Richmond. Meritage will own the real property within Phase III. Richmond and Meritage will be separately developing their respective properties; thus, Richmond will construct the improvements within Phases I and II and Meritage will construct the improvements within Phase III.

Since the property will be owned and developed by separate entities, Richmond and Meritage each seek to have their duties and obligations separated such that if either builder fails to perform under their respective Phase, the other builder is not adversely affected thereby. Further, it is a condition to each of the builder’s acquisition of their respective properties, that their surety obligations and improvement obligations be separated from each other. Each builder has executed this request for partial assignments below and by executing this request, each builder likewise affirms that it will assume the respective obligations assigned to it by the partial assignment at the time of its closing on its acquisition of the real property.

It is anticipated that Richmond and Meritage will close on their respective properties within the next 30-45 days, accordingly, we hereby request the City consent to such assignments prior to March 30, 2020. However, in no event will the partial assignments be binding upon either Richmond or Meritage, unless and until they acquire their respective properties and until such acquisition, KF will remain the obligated party.

If you have questions or concerns, please don't hesitate to contact me. We sincerely appreciate your help with this matter.

Sincerely,


KF Developers, Inc.

By: 
Daniel Frank

Richmond American Homes of Colorado, Inc.

By: 
Matthew Hengel

Meritage Homes of Colorado, Inc.

By: 
Glenn Nier
Glenn Nier
Vice President of Land Development

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-66
Series of 2020

Series of 2020

A RESOLUTION CONSENTING TO THE PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT FOR THE KARL'S FARM SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND KF DEVELOPERS, INC.

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

Section 1. The City Council hereby consents to the Partial Assignment and Assumption Agreement for the Karl's Farm Filing No. 1, Amd No. 1 Final Plat Subdivision Improvement Agreement dated February 24, 2020, from KF Developers, Inc. to Richmond American Homes of Colorado, Inc., attached hereto, and the Mayor is authorized to execute same on behalf of the City of Northglenn.

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

**PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT FOR
CITY OF NORTHGLENN SUBDIVISION IMPROVEMENT AGREEMENT – FINAL
PLAT FOR KARL’S FARM FILING # 1, AMD NO. 1 FINAL PLAT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT FOR CITY OF NORTHGLENN SUBDIVISION IMPROVEMENT AGREEMENT – FINAL PLAT FOR KARL’S FARM FILING #1, AMD No. 1 FINAL PLAT (the "**Agreement**") is dated as of _____, 2020, effective as of the date below, and is made by and between KF DEVELOPERS, INC., (the "**Developer**"), and Richmond American Homes of Colorado, Inc. ("**Assignee**").

RECITALS

A. The Developer entered into the City of Northglenn Subdivision Improvement Agreement – Final Plat for Karl’s Farm Filing #1, Amd No. 1 Final Plat with the City of Northglenn, Colorado (the "**City**") concerning Karl’s Farm Filing #1, Amd No. 1 (the "**Development**"), located in the City of Northglenn, County of Adams, State of Colorado, which Subdivision Agreement is attached hereto as **Exhibit A**, and incorporated by this reference (the "**Subdivision Agreement**").

B. Assignee is acquiring Phase I and Phase II of the Development from Assignor, which is more particularly described on **Exhibit B** and depicted on **Exhibit B-1**, attached hereto and incorporated by this reference (the "**RAH Property**").

B. The Developer desires to partially assign the Subdivision Agreement as it pertains to the RAH Property to Assignee and Assignee desires to assume all of the Developer's obligations under the Subdivision Agreement solely with respect to the RAH Property, subject to the prior written approval of the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Developer hereby assigns all of its obligations, rights, title and interest under the Subdivision Agreement solely with respect to the RAH Property to Assignee.

2. Assignee hereby assumes all of the Developer's obligations, rights, title and interest under the Subdivision Agreement solely with respect to the RAH Property.

3. The Developer represents and warrants that it has satisfied all conditions precedent, as required by the Subdivision Agreement for this assignment by the Developer and assumption by Assignee.

4. This Agreement shall not be modified, amended or terminated without the express written consent of the Developer, Assignee and the City. Notwithstanding anything to

the contrary in this Agreement or the Subdivision Agreement, Assignee agrees and covenants to the City that it will not further assign its rights or obligations under the Subdivision Agreement without first obtaining the City's prior written consent.

5. The parties hereto warrant and represent that they have the express authority to so execute and bind themselves and the parties for whom they are acting to the terms and provisions of this Agreement.

6. The parties hereto warrant and represent that they have executed this Agreement, based upon their own knowledge and free will.

7. The Developer, on the one hand, and Assignee, on the other hand, agrees that if any party hereto brings an action to enforce this Agreement or any of its terms and conditions, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and actual costs from the losing party. The parties acknowledge and agree that the City shall not be liable for any party's attorneys' fees under this Paragraph 7.

8. Should any provision of this Agreement be declared or determined to be null and void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect and said null, void, inoperative, illegal or invalid part, term or provision, shall be deemed not to be part of this Agreement.

9. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the State of Colorado.

10. The Recitals of this Agreement are incorporated herein by this reference.

11. This Agreement merges and supercedes all prior negotiations, representations and agreements of the parties hereto, as of the date first above written.

12. Notwithstanding anything to the contrary contained herein, Assignee's rights and obligations hereunder shall not be effective until and unless Assignee acquires the RAH Property (the "**Effective Date**"). If the Effective Date has not occurred within 90 days from the date hereof, this Agreement shall be null and void and of no further force and effect and Developer shall remain obligated under the Subdivision Agreement as if this Agreement had never existed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

DEVELOPER: KF DEVELOPERS, INC.

By: 
Daniel Frank, President

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4 day of MARCH,
2020 by Daniel Frank, as President of KF Developers, Inc.

My commission expires: 04SEP2023.

(SEAL)


Notary Public

**LUKE TIETJENS VIRDEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194033390
MY COMMISSION EXPIRES 04SEP2023**

CONSENT OF CITY OF NORTHGLENN

The City of Northglenn hereby consents to the Partial Assignment and Assumption Agreement for the City of Northglenn Subdivision Improvement Agreement – Final Plat for Karl’s Farm Filing #1, Amd No. 1 Final Plat, as described herein.

CITY OF NORTHGLENN, COLORADO

Meredith Leighty, Mayor

ATTEST:

Johanna Small, City Clerk

EXHIBIT A
SUBDIVISION AGREEMENT

**CITY OF NORTHGLENN
SUBDIVISION IMPROVEMENT AGREEMENT – FINAL PLAT
FOR KARL’S FARM FILING #1, AMD NO.1 FINAL PLAT**

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is entered into and made by and between KF Developers Inc ("Owner/Developer") 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 and the City shall collectively be referred to as the "Parties." This Agreement shall be effective following execution by the Owners/Owner/Developer 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, 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 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 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 shall provide the required Security as hereinafter defined. Failure of Owner/Developer 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 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 Owner/Developer 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 Owner/Developer 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. Owner/Developer 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, Owner/Developer 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 Owner/Developer shall construct all drainage, retention, and detention in accordance with the Construction Plans approved by the City Engineer.
- 8.1 The Owner/Developer 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 Owner/Developer 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 Owner/Developer'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 Owner/Developer'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.

Public Improvements may be constructed in phases in accordance with an approved phasing plan.

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 Owner/Developer 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 Owner/Developer 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 Owner/Developer's cost estimate to a City-retained engineer for review and an opinion of the construction cost estimate. Reasonable revisions and modifications to the Owner/Developer's construction cost estimate requested by the City or the City-retained engineer shall be implemented by the Owner/Developer prior to final acceptance of the estimate by the City. Where the City's cost estimate exceeds the Owner/Developer's estimate, the City's estimate shall govern and control the amount of any required letter of credit or other surety required from the Owner/Developer 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 Owner/Developer's expense, furnish the City with the performance guarantee described herein. The performance guarantee provided by the Owner/Developer shall be cash or an irrevocable letter of credit in which the City is designated as beneficiary 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 Owner/Developer agrees that approval of the final plat of the City is contingent upon the Owner/Developer'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 Owner/Developer to provide cash 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 Owner/Developer 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 or received and approved the irrevocable letter of credit.

Due to the length of the construction period for the Public Improvements, Owner/Developer may at any time on or after the anniversary of this Agreement request that the City release that portion of the cash of 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. Owner/Developer 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 Owner/Developer 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. If the Security is provided by a letter of credit, such release may occur, at Owner/Developer's request, by either a reduction in the face amount of the letter of credit or the issuance of a new letter of credit.

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 Owner/Developer 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 Owner/Developer shall provide cash, shall issue an irrevocable letter of credit, or shall reduce the face amount of an existing 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.

Notwithstanding the foregoing, Owner/Developer may furnish the Security for the Public Improvements in accordance with an approved phasing plan.

12.0 COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.

12.1 The Owner/Developer shall complete construction of the Public Improvements within Two (2) Years of the date on which the Owner/Developer 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 Owner/Developer's written request for probationary acceptance of such Improvements ("Construction Acceptance"), the Owner/Developer 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 Owner/Developer 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 Owner/Developer 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").

12.4 The Owner/Developer may obtain up to six (6) building permits for model homes prior to probationary acceptance of public improvements provided there is adequate fire protection and all weather emergency access(es) available to the site on which the model homes are to be constructed, in the

City's sole discretion. In the event that Owner/Developer receives building permit(s) for model homes prior to probationary acceptance of public improvements, the Owner/Developer shall (i) not convey title to such model home until such probationary acceptance; and (ii) agree to indemnify and hold harmless the City, and its officers, employees, and agents, from any and all claims, damages, injuries, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the building, showing, or any use of the model homes.

- 13.0 WARRANTY OF PUBLIC IMPROVEMENTS. The Owner/Developer 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. The Owner/Developer will comply with all ordinances, rules, and regulations of the City and shall pay 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 Owner/Developer.
- 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 Owner/Developer'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 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, all Owner/Developer and all future successors, heirs, legal representatives, and assigns of the Owner/Developer 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 Owner/Developer, 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 Owner/Developer that any person other than the City or Owner/Developer 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 Owner/Developer, 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 Owner/Developer.
- 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 Owner/Developer 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 Owner/Developer 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 Owner/Developer, the City may, at its sole discretion, require the party assuming any duty, obligation,

or responsibility of the Owner/Developer 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 approval of the Final Plat was not processed or approved in accordance with or pursuant to Section 13, Article 3 of Chapter 11 of the Northglenn City Municipal Code or C.R.S. § 24-68-101 et seq. and the approval of the Final Plat does not constitute approval of a "site specific development plan" as that phrase is defined in either Chapter 11 of the Northglenn City Municipal Code or in C.R.S. § 24-68-101 et seq. The approval of the Final Plat shall not therefore create or grant a "vested property right" as defined by Chapter 11, Article V 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 which may accrue to the Owner/Developer by virtue of the vesting of property rights acquired in accordance with common law.

24.0 INDEMNIFICATION. The Owner/Developer 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 Owner/Developer, or of any other person or entity for whose act or omission the Owner/Developer is liable, with respect to construction of the Public Improvements; and the Owner/Developer 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 Owner/Developer 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 Owner/Developer 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 Owner/Developer 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 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 Owner/Developer and a court of competent jurisdiction determines that the Owner/Developer was in default in the performance of the agreement, the Owner/Developer 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.

**EXHIBIT A
DESCRIPTION OF PROPERTY**

EXHIBIT A DESCRIPTION OF PROPERTY

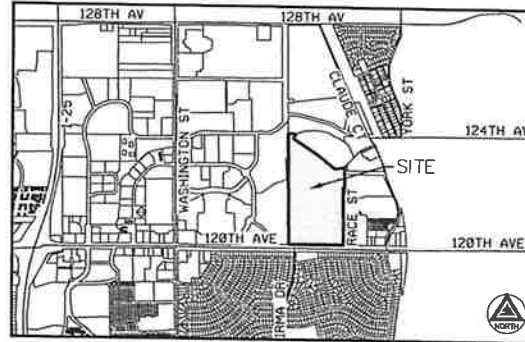
The approximately 32.09 acre site is located to the north of E. 122nd Avenue between Irma Drive and Race Street. It consists of the residential Parcel A and Parcel B as well as Open Space Parcel 1 and Parcel 2 of the approved Karl's Farm Preliminary PD. This site is currently vacant and was formerly used as a Dairy Farm.

This application proposes (92) Duplexes, (86) Single Family Detached Cityscape homes, and (104) Single Family Attached Townhomes for a total of 282 units. Intended builders include Richmond Homes and Meritage Homes. Two off-street parking spaces will be provided for every home and guest parking (primarily on-street) will be provided at a ratio of 1.03 per unit, doubling the PD minimum of 0.5 guest spaces per unit.

**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



VICINITY MAP
 SCALE 1" = 2000'

LEGAL DESCRIPTION

ALL OF KARL'S FARM FILING NO. 1, RECORDED AT RECEPTION NO. 201900055836 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.

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 PODZIMEK, 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, AMD. 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 HEREUNTO 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 _____ }
 COUNTY OF _____ } SS.

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, SHAWN D. LEE, DO HEREBY CERTIFY THAT THE SURVEY OF THE BOUNDARY OF **KARL'S FARM FILING NO. 1, AMD. 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

| | | | |
|---------------|---|----------------------|------------|
| | 390 East 5th Street, Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com | DATE OF PREPARATION: | 09-03-2019 |
| | AzTec Proj. No: 2419-44 Drawn By: RBA | SCALE: | N/A |
| SHEET 1 OF 13 | | | |

LAST REVISED: 1/6/2020

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

| | | |
|---------------|---|---------------------------------|
| | 390 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1906 Fax: (303) 713-1907 www.aztecconsultants.com | DATE OF PREPARATION: 09-03-2019 |
| | AzTec Proj. No.: 21419-44 Drawn By: RBA | 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 6B WEST
 OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 3 OF 13

OWNER:

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 _____

OWNER:

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 _____

OWNER:

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 _____

OWNER:

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:

LLOYD B. 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 _____

OWNER:

KF DEVELOPERS INC., A COLORADO CORPORATION

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

| | | | |
|---------------|---|---------------|---------------------------------|
| | 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1800 Fax: (303) 713-1897 www.aztecconsultants.com | | DATE OF PREPARATION: 09-03-2019 |
| | AzTec Proj. No: 21419-44 | | SCALE: N/A |
| Drawn By: RBA | | 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

1. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABC70530705-2, 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.
2. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON OCTOBER 26, 2018.
3. 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."
4. 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. 0800100312H, MAP REVISED MARCH 5, 2007.
5. 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 "CD01 1991 LS 11434" IN A MONUMENT BOX, ASSUMED TO BEAR NORTH 89°54'49" EAST.
6. 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.
7. THIS PLAT IS BEING PROCESSED IN ACCORDANCE WITH SECTION 12-1-3(B)(6) OF THE NORTHGLENN MUNICIPAL CODE AS A PLAT EXEMPTION THAT IS HEREBY AUTHORIZED BY APPROVAL OF RESOLUTION _____-2019 BY THE NORTHGLENN CITY COUNCIL.
8. OVERALL ROAD RIGHT-OF-WAY DEDICATED BY THIS PLAT IS 350,786 SF OR 8.053 AC.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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).
15. THE RIGHT TO AND USE OF ALL NON-TRIBUTARY GROUNDWATER IS HEREBY DEDICATED TO THE CITY OF NORTHGLENN.
16. THIS FINAL (PRELIMINARY) PLAT AS AMENDED AND RESTATED DOES NOT CREATE ANY VESTED RIGHTS UNDER COLORADO LAW OR THE NORTHGLENN UNIFIED DEVELOPMENT ORDINANCE.

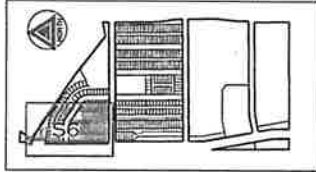
FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

| | | |
|--|---|---------------------------------|
| | 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1806 Fax: (303) 713-1897 www.aztecconsultants.com | DATE OF PREPARATION: 09-03-2019 |
| | Aztec Proj. No.: 2419-44 | 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

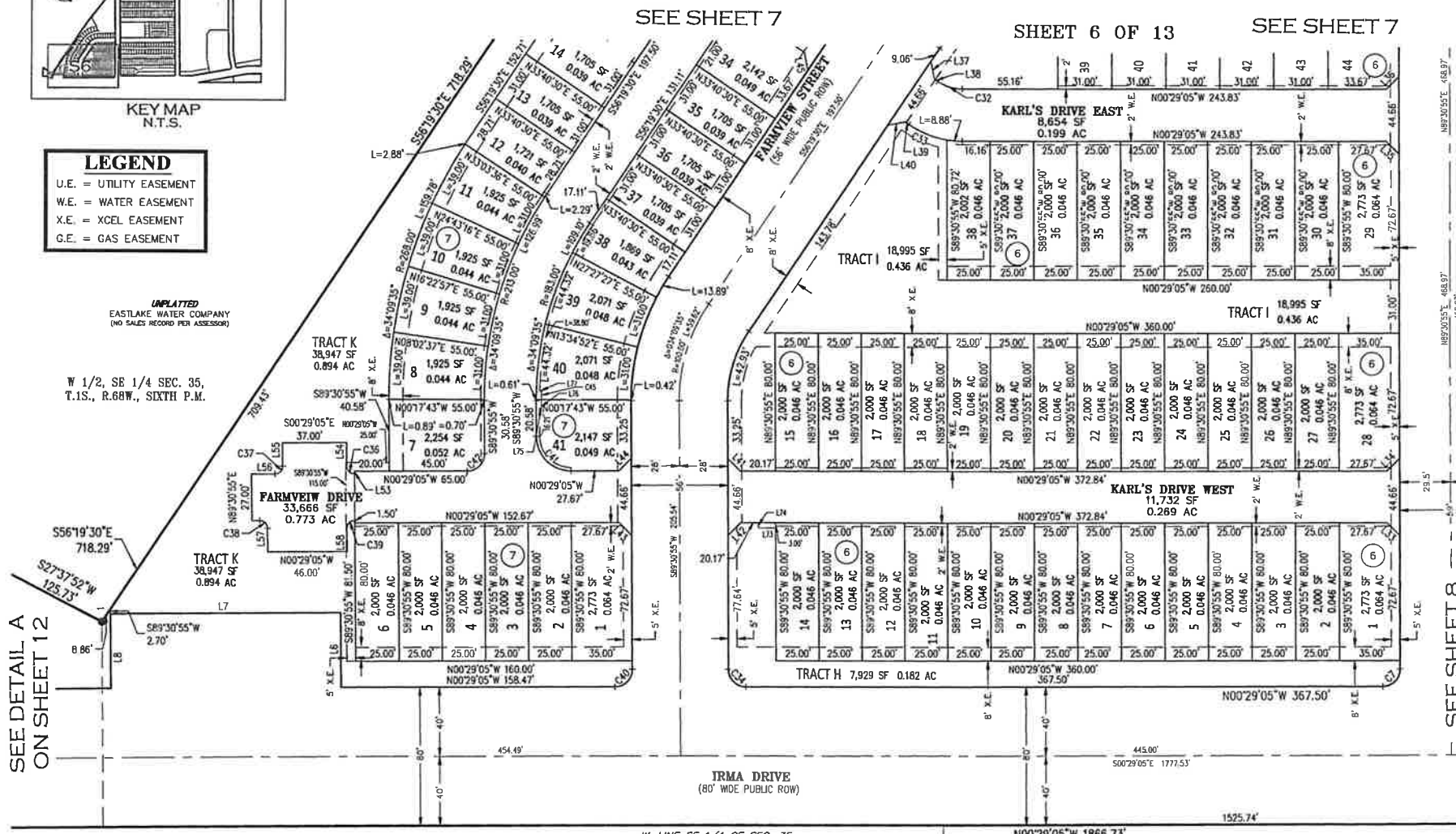


LEGEND
 U.E. = UTILITY EASEMENT
 W.E. = WATER EASEMENT
 X.E. = XCEL EASEMENT
 G.E. = GAS EASEMENT

UNPLATTED
 EASTLAKE WATER COMPANY
 (NO SALES RECORD PER ASSESSOR)

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

SEE DETAIL A
 ON SHEET 12

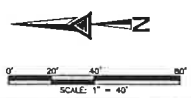


SEE SHEET 7

SHEET 6 OF 13

SEE SHEET 7

SEE SHEET 8



FOR REVIEW

SEE SHEET 5 FOR
 MONUMENT LEGEND

SEE SHEET 13 FOR LINE
 AND CURVE TABLES

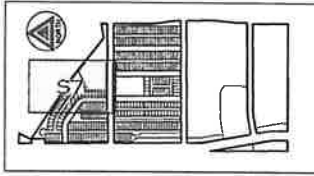
FOR AND ON BEHALF OF
 AZTEC CONSULTANTS, INC

AZTEC
 CONSULTANTS, INC.
 300 East Mineral Ave., Suite 1
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 Phone: (303) 713-1898
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 www.aztecconsultants.com
 AZtec Proj. No: 21419-44
 Drawn By: RBA

| | |
|----------------------|------------|
| DATE OF PREPARATION: | 09-03-2019 |
| SCALE: | T = 40' |
| 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



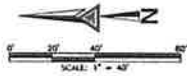
KEY MAP
N.T.S.

LEGEND

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

UNPLATTED
 EASTLAKE WATER COMPANY
 (NO SALES RECORD PER ASSESSOR)

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



FOR REVIEW

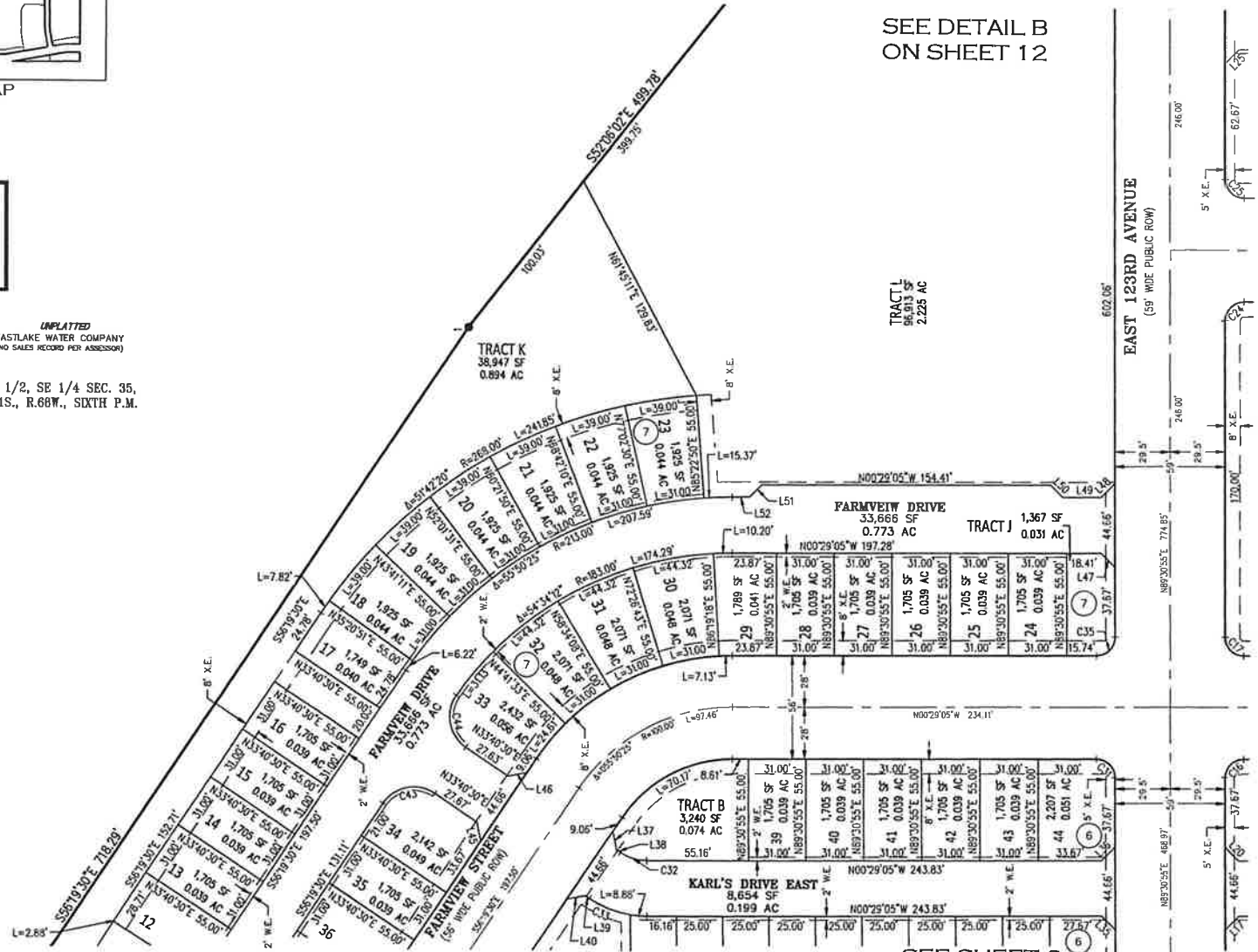
FOR AND ON BEHALF OF
 AZTEC CONSULTANTS, INC

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 9

SEE SHEET 9

AZTEC
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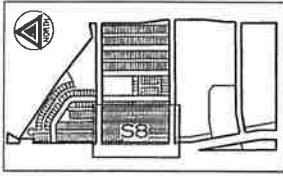
300 East Mineral Ave., Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1896
 Fax: (303) 713-1897
 WWW.AZTECCONSULTANTS.COM

AzTec Proj. No. 2419-44
 Drawn By: REA

| | |
|----------------------|------------|
| DATE OF PREPARATION: | 09-03-2019 |
| 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.

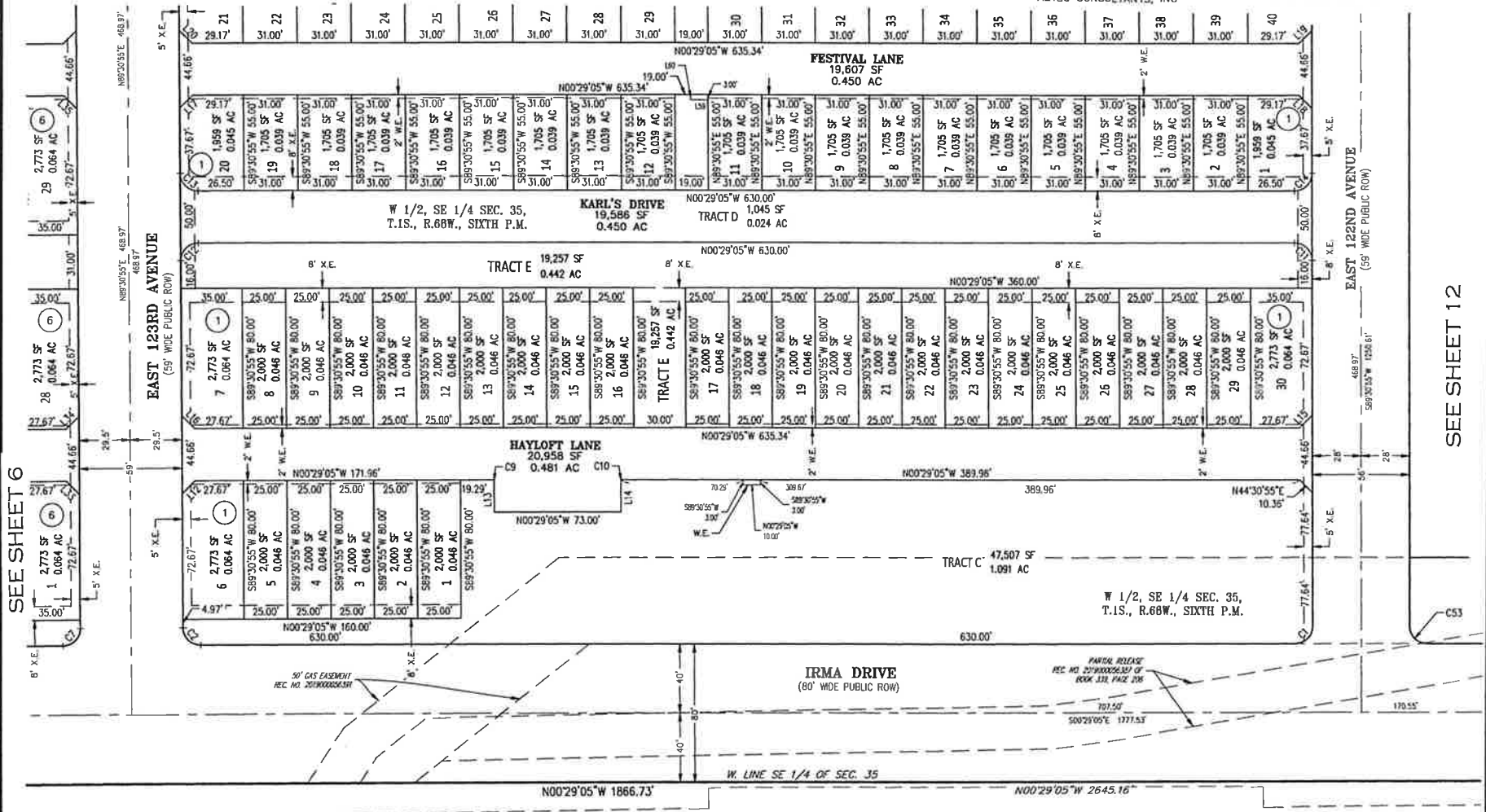
| LEGEND | |
|--------|--------------------|
| U.E. | = UTILITY EASEMENT |
| W.E. | = WATER EASEMENT |
| X.E. | = XCEL EASEMENT |
| G.E. | = GAS EASEMENT |

FOR REVIEW

SEE SHEET 9

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

SEE SHEET 9



SEE SHEET 6

SEE SHEET 12



SEE SHEET 5 FOR
MONUMENT LEGEND

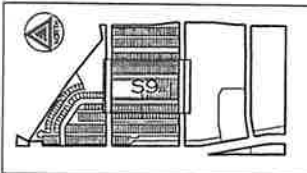
SEE SHEET 13 FOR LINE
AND CURVE TABLES

AZTEC
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Aztec Proj. No.: 2419-44
Drawn By: RBA

| | |
|----------------------|------------|
| DATE OF PREPARATION: | 09-03-2019 |
| SCALE: | 1" = 40' |
| SHEET 8 OF 13 | |



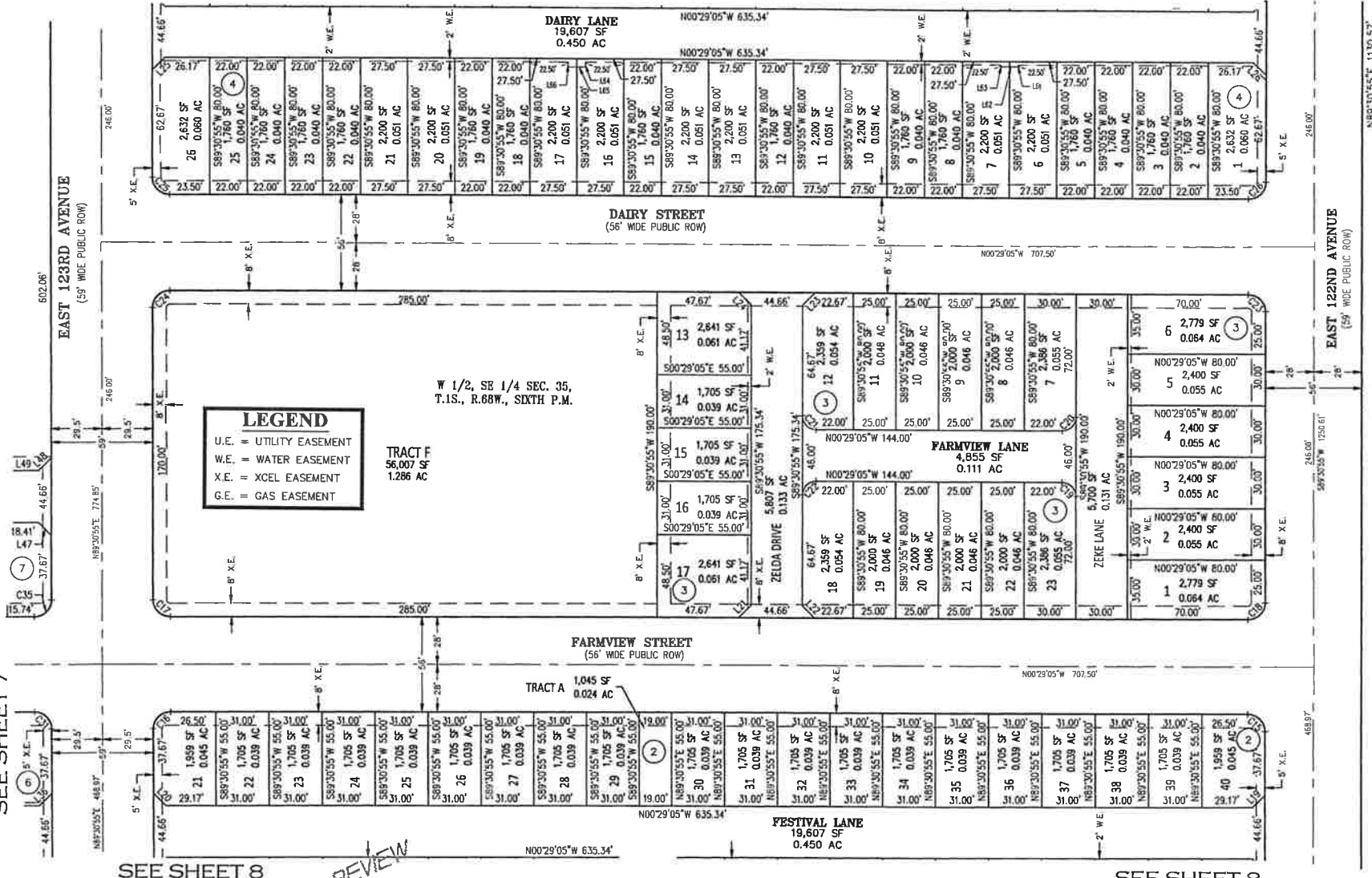
KEY MAP
N.T.S.

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,
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

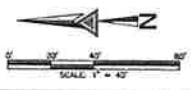


SEE SHEET 7

SEE SHEET 8

SEE SHEET 8

SEE SHEET 11



FOR REVIEW

SEE SHEET 5 FOR MONUMENT LEGEND
SEE SHEET 13 FOR LINE AND CURVE TABLES

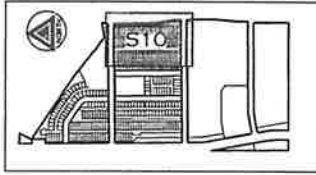
FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1800
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| | |
|---------------------|------------|
| DATE OF PREPARATION | 09-03-2019 |
| SCALE | T = 40' |
| SHEET 9 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 10 OF 13



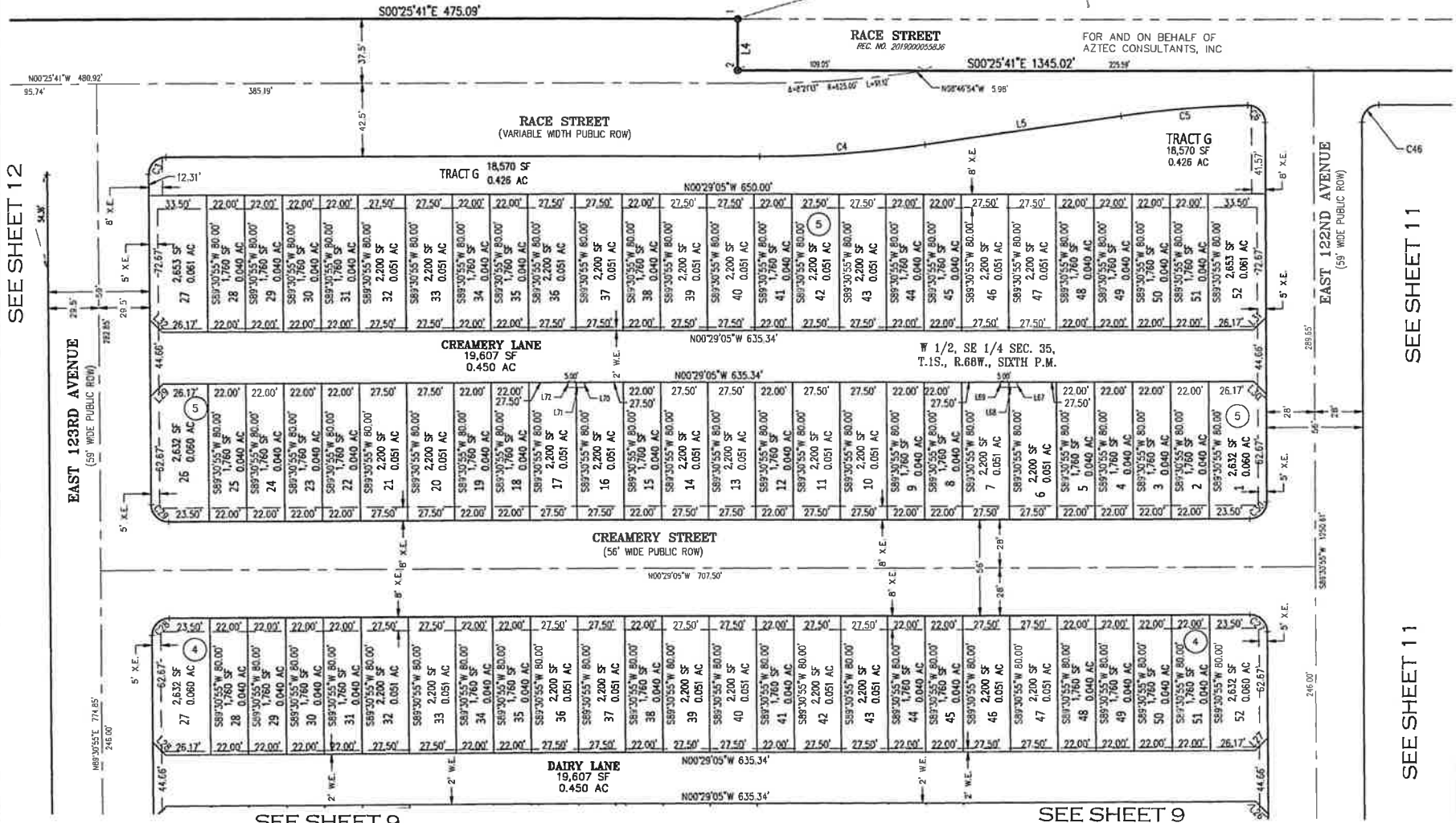
KEY MAP
N.T.S.

LOT 2
REPLAT OF LOT 2, EASEABLES
SUBDIVISION FILING NO. 1
REC. NO. 072124

| 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 11

SEE SHEET 9

SEE SHEET 9

SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES



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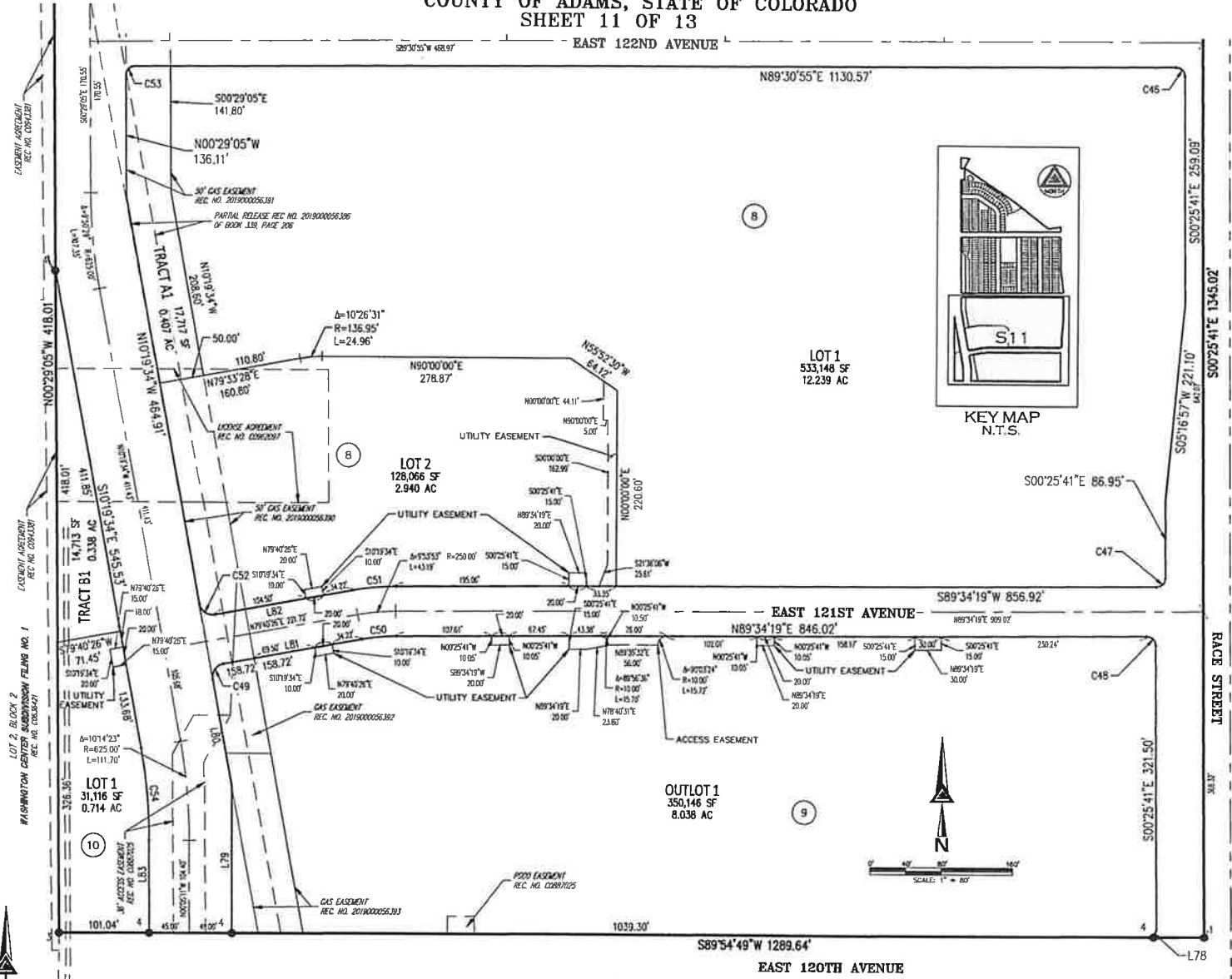
AzTec Proj. No: 2419-44

Drawn By: RBA

| | |
|----------------------|------------|
| DATE OF PREPARATION: | 09-03-2019 |
| SCALE: | T = 30' |
| SHEET 10 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 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

AZTEC
 CONSULTANTS, INC.
 300 East Mineral Ave., Suite 1
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 WWW.AZTECCONSULTANTS.COM
 AzTec Proj. No.: 21419-44
 Drawn By: RBA

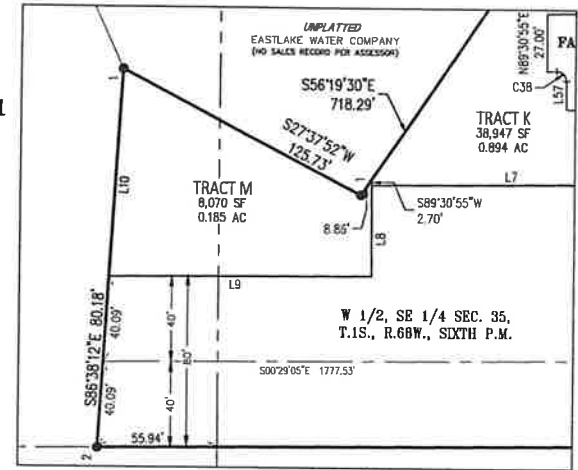
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|---------------------|------------|
| DATE OF PREPARATION | 09-03-2019 |
| SCALE | 1" = 80' |
| SHEET 11 OF 13 | |

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

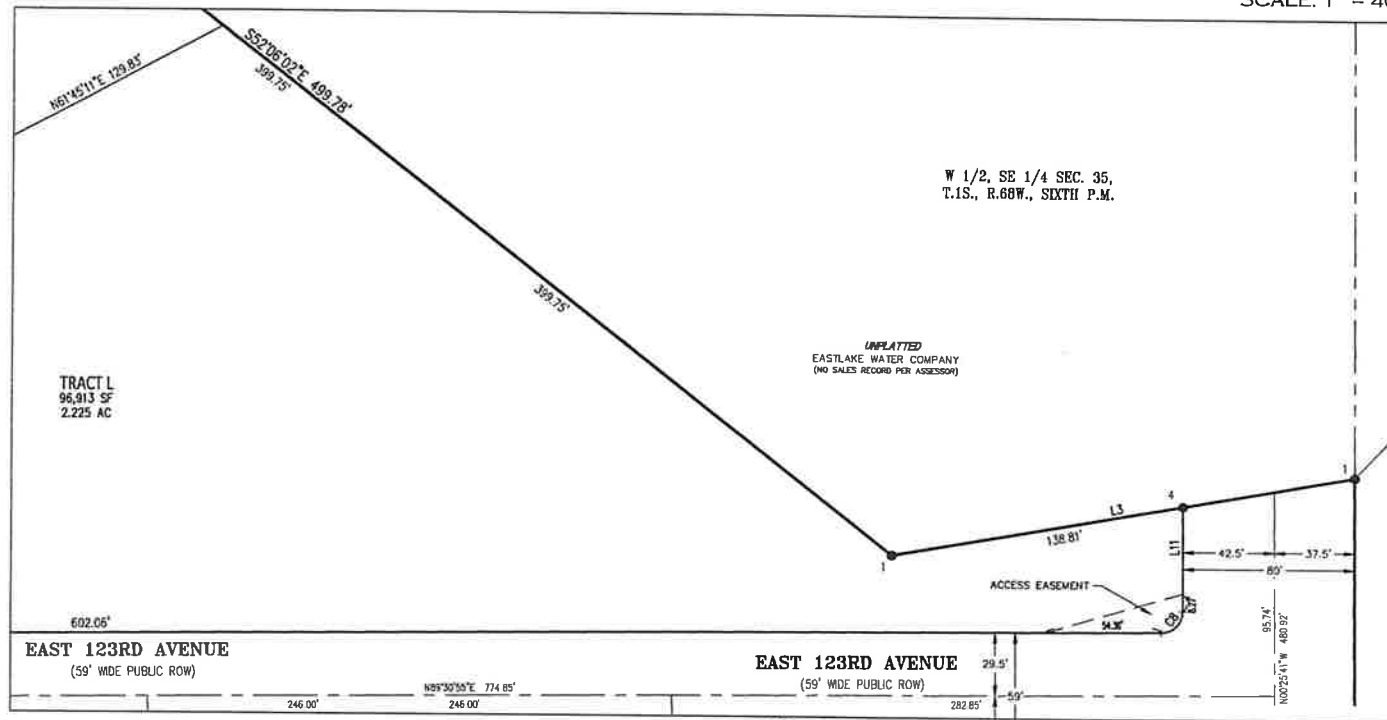
AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 12 OF 13

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

| | | |
|--|---|------------------------------------|
| | 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1906 Fax: (303) 713-1997 WWW.AZTECCONSULTANTS.COM | DATE OF PREPARATION: 09-03-2019 |
| | AzTec Proj. No: 21419-44 Drawn By: RBA | SCALE: T = 40' 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 | S85°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 | 82°1'13" | 665.00' | 96.96' |
| C5 | 71°2'50" | 585.00' | 73.66' |
| C6 | 91°04'58" | 10.00' | 15.90' |
| C7 | 90°00'00" | 10.00' | 15.71' |
| C8 | 89°56'36" | 10.00' | 15.70' |
| C9 | 23°34'41" | 2.50' | 1.03' |
| C10 | 23°34'41" | 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 | 101°4'23" | 580.00' | 103.65' |

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

| | | |
|---|---|---|
|  | 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1908 Fax: (303) 713-1907 www.aztecconsultants.com | DATE OF PREPARATION: 09-03-2019 SCALE: N/A |
| | AZTEC Proj. No: 2419-44 Drawn By: RBA | SHEET 13 OF 13 |

EXHIBIT C
DESCRIPTION OF PUBLIC IMPROVEMENTS

EXHIBIT C DESCRIPTION OF PUBLIC IMPROVEMENTS

The project site consists of 32.09 acres of land. Proposed public improvements consist of three local streets and several concrete alleys. The three local streets are Farmview Street, Dairy Street, and Creamery Street. In addition to the streets, every residence is adjacent to a 26' wide alley within a 30' tract. Included in the street/alley infrastructure are the underground utility mains for storm sewer, sanitary sewer, and potable water. Fire hydrants are provided along the aforementioned public streets and concrete alleys. The project site slopes to the east, with water converging to the E. 123rd Avenue. Inlets along 123rd Avenue capture and carry runoff to the District Detention Pond located in the northeast corner of the project site.

**EXHIBIT D
ENGINEER'S COST ESTIMATES**



Exhibit D

Engineer's Estimate of Probable Cost

Karl's Farm Filing No. 1
Residential Construction Plans

Project No. 1002-86

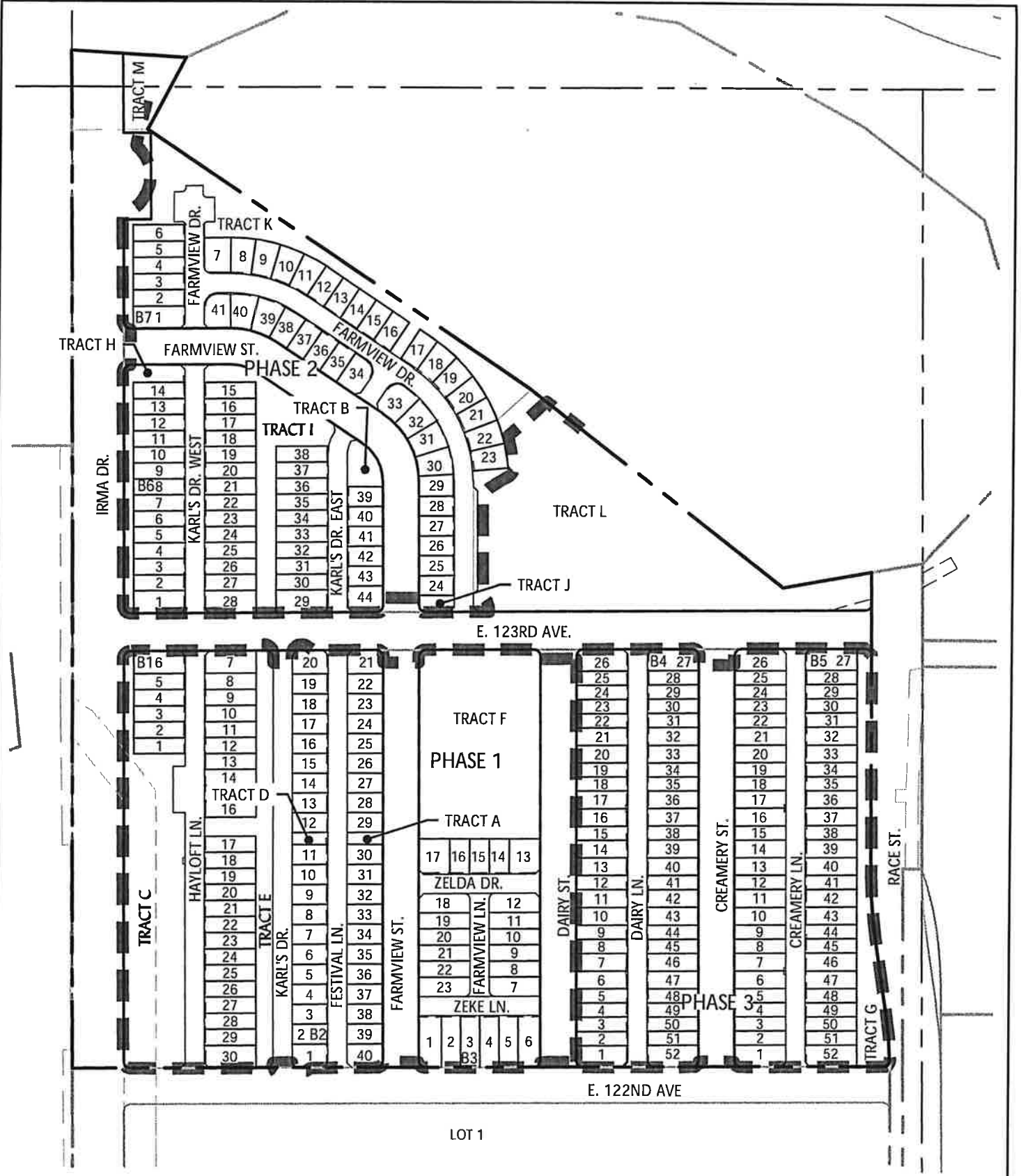
Prepared for:
Richmond American Homes
4350 S. Monaco Street
Denver, CO 80237

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

Date: 01/09/2020

| PHASE 1 - SUMMARY | | | |
|---------------------------|--|--|-------------|
| DESCRIPTION | | | TOTAL |
| Roadway Construction | | | \$638,273 |
| Water Distribution System | | | \$321,699 |
| Sanitary Sewer | | | \$143,178 |
| Drainage Improvements | | | \$0 |
| Subtotal | | | \$1,103,150 |
| Contingency 15% | | | \$165,473 |
| Total | | | \$1,268,623 |
| PHASE 2 - SUMMARY | | | |
| DESCRIPTION | | | TOTAL |
| Roadway Construction | | | \$360,049 |
| Water Distribution System | | | \$232,523 |
| Sanitary Sewer | | | \$188,476 |
| Drainage Improvements | | | \$96,332 |
| Subtotal | | | \$877,380 |
| Contingency 15% | | | \$131,607 |
| Total | | | \$1,008,987 |
| PHASE 3 - SUMMARY | | | |
| DESCRIPTION | | | TOTAL |
| Roadway Construction | | | \$284,911 |
| Water Distribution System | | | \$277,663 |
| Sanitary Sewer | | | \$151,466 |
| Drainage Improvements | | | \$0 |
| Subtotal | | | \$714,040 |
| Contingency 15% | | | \$107,106 |
| Total | | | \$821,146 |
| TOTAL PROJECT COST | | | |
| Phase 1 | | | \$1,268,623 |
| Phase 2 | | | \$1,008,987 |
| Phase 3 | | | \$821,146 |
| Project Total | | | \$3,098,756 |

Please contact Innovative Land at 303.421.4224 with any questions or concerns.



Karl's Farm Filing No. 1
Residential Construction Plans
Cost Exhibit

Prepared By: XWL
Approved By: TRH

Horiz. Scale: 1" = 200'
Vert. Scale: N/A

Sheet: 1 of 1
Date: 01/09/2020

Job No.: 1002-86

EXHIBIT E
LETTER OF CREDIT FORM

(attached)

ATTACHMENT TO APPLICATION FOR STANDBY LETTER OF CREDIT
APPLICANT: RICHMOND AMERICAN HOMES OF COLORADO, INC.
LETTER OF CREDIT WHEN ISSUED IS TO BE WORDED AS FOLLOWS:

DATE: [of issuance]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

IN FAVOR OF BENEFICIARY:
CITY OF NORTHGLENN, COLORADO
11701 COMMUNITY CENTER DRIVE
NORTHGLENN, COLORADO 80233

FOR ACCOUNT OF (APPLICANT):
RICHMOND AMERICAN HOMES
OF COLORADO, INC
4350 SOUTH MONACO STREET
DENVER, COLORADO 80237

AMOUNT: USD _____
(_____ THOUSAND AND 00/100 U.S. DOLLARS)

DATE AND PLACE OF EXPIRY: _____ AT 3:00 PM IN MONTEREY PARK, CALIFORNIA AT
OUR ABOVE ADDRESS

LADIES AND GENTLEMEN:

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT (THE "LETTER OF CREDIT")
IN FAVOR OF CITY OF NORTHGLENN, COLORADO (THE "BENEFICIARY"), WHICH IS AVAILABLE BY
PAYMENT AGAINST DRAFTS DRAWN AT SIGHT ON BANK OF THE WEST, BEARING THE CLAUSE:
"DRAWN UNDER BANK OF THE WEST IRREVOCABLE STANDBY LETTER OF CREDIT NO.
_____" ACCOMPANIED BY THE FOLLOWING:

A NOTARIZED STATEMENT SIGNED BY AN INDIVIDUAL PURPORTED TO BE AN AUTHORIZED
OFFICIAL OF CITY OF NORTHGLENN, COLORADO ("BENEFICIARY") READING AS FOLLOWS:

1. "CITY OF NORTHGLENN, COLORADO ("BENEFICIARY") HEREBY CERTIFIES THAT:
RICHMOND AMERICAN HOMES OF COLORADO, INC., A DELAWARE CORPORATION
("APPLICANT") HAS NOT SATISFACTORILY COMPLETED THE IMPROVEMENTS REQUIRED
BY THAT CERTAIN CITY OF NORTHGLENN SUBDIVISION IMPROVEMENT AGREEMENT –
FINAL PLAT FOR KARL'S FARM, DATED _____, BY AND BETWEEN
BENEFICIARY AND APPLICANT, FOR PROPERTY LOCATED IN THE CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO."

OR

2. "CITY OF NORTHGLENN, COLORADO ("BENEFICIARY") HEREBY CERTIFIES THAT
BENEFICIARY HAS RECEIVED NOTICE OF NON-EXTENSION FROM THE ISSUER AND THE
LETTER OF CREDIT IS DUE TO EXPIRE WITHIN THIRTY (30) DAYS AND RICHMOND
AMERICAN HOMES OF COLORADO, INC., A DELAWARE CORPORATION ("APPLICANT") HAS
NEITHER REPLACED THE LETTER OF CREDIT NOR CAUSED THE EXPIRY DATE TO BE
EXTENDED IN ACCORDANCE WITH THE REQUIREMENTS OF THAT CERTAIN CITY OF
NORTHGLENN SUBDIVISION IMPROVEMENT AGREEMENT – FINAL PLAT FOR KARL'S
FARM, DATED _____, BY AND BETWEEN BENEFICIARY AND APPLICANT, FOR
PROPERTY LOCATED IN THE CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF
COLORADO."

YOUR SIGHT DRAFT WILL BE HONORED BY PAYMENT TO YOU OF THE DRAFT AMOUNT IN
IMMEDIATELY AVAILABLE FUNDS.

PARTIAL DRAWS ARE PERMITTED.

LETTER OF CREDIT NO. _____

DATE: [ISSUANCE DATE]

THIS LETTER OF CREDIT IS NOT ASSIGNABLE OR TRANSFERABLE.

THIS LETTER OF CREDIT SHALL REMAIN IN FORCE UNTIL THE EXPIRATION DATE SPECIFIED ABOVE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING TO YOU. SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT OR INSTRUMENT REFERRED OR RELATED TO HEREIN AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY SUCH DOCUMENT OR INSTRUMENT.

IF CANCELLATION OF THIS LETTER OF CREDIT IS REQUIRED BEFORE THE EXPIRATION DATE HEREIN AS EXTENDED FROM TIME TO TIME, THE ORIGINAL OF THIS LETTER OF CREDIT MUST BE RETURNED TO US ACCOMPANIED BY THE BENEFICIARY'S LETTER REQUESTING CANCELLATION IN THE FORM ATTACHED HERETO AS ATTACHMENT "A."

THE AMOUNT OF THIS LETTER OF CREDIT SHALL BE REDUCED UPON RECEIPT BY ISSUER FROM BENEFICIARY OF A FULLY EXECUTED REDUCTION CERTIFICATE (THE "CERTIFICATE") IN THE FORM ATTACHED HERETO AS ATTACHMENT "A" AND INCORPORATED HEREIN BY THIS REFERENCE. UPON RECEIPT BY ISSUER OF SUCH CERTIFICATE, THE AMOUNT OF THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY REDUCED IN THE AMOUNT OF THE CERTIFICATE WITHOUT AMENDMENT IN ACCORDANCE THEREWITH.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH DATE, WE SEND NOTICE TO YOU IN WRITING BY REGISTERED MAIL, CERTIFIED MAIL, OR OVERNIGHT COURIER SERVICE, AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF DOCUMENTS AS SPECIFIED HEREIN, IF PRESENTED ON OR BEFORE THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

WE CONSIDER THIS LETTER OF CREDIT TO BE IRREVOCABLE AND UNCONDITIONAL (EXCEPT FOR THE CONDITIONS AS EXPRESSLY STATED HEREIN) UNDER THE TERMS MENTIONED ABOVE.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF COLORADO, AND, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE - PUBLICATION NO. 600, AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF COLORADO WILL CONTROL, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO BANK OF THE WEST, GLOBAL TRADE SERVICES, 1977 SATURN ST., MAIL SORT SC-MPK-02-G, MONTEREY PARK, CA 91755, ATTN: STANDBY TEAM 2, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT US AT 323-727-6339, OR 323-727-6340, AND HAVE THIS LETTER OF CREDIT NUMBER AVAILABLE.

AUTHORIZED SIGNATURE
BANK OF THE WEST

AUTHORIZED SIGNATURE
BANK OF THE WEST

ATTACHMENT "A"

LETTER OF CREDIT NO. _____

DATE: [ISSUANCE DATE]

ATTACHMENT "A"
TO
BANK OF THE WEST
IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____
BENEFICIARY'S REDUCTION/CANCELLATION CERTIFICATE

DATE: _____

BANK OF THE WEST
GLOBAL TRADE SERVICES
1977 SATURN STREET
MAIL SORT SC-MPK-02-G
MONTEREY PARK, CALIFORNIA 91755
ATTN: STANDBY TEAM 2

RE: LETTER OF CREDIT NO. _____

WE REQUEST THAT THE FOLLOWING ACTION(S) BE TAKEN AS EVIDENCED BY OUR INITIALS AND SIGNATURE BELOW:

PLEASE INITIAL:

_____ REDUCE THE AMOUNT FROM \$ _____ TO \$ _____

_____ CANCEL THIS LETTER OF CREDIT EFFECTIVE IMMEDIATELY. ENCLOSED
HEREWITH ARE THE ORIGINAL LETTER OF CREDIT DOCUMENTS,
INCLUDING THE AMENDMENTS THERETO.

CITY OF NORTHGLENN, COLORADO

BY: _____
NAME: _____
TITLE: _____



EXHIBIT B
LEGAL DESCRIPTION OF RAH PROPERTY

Karl's Farm Filing No. 1, Amd. No. 1

Lots 1-30 Block 1

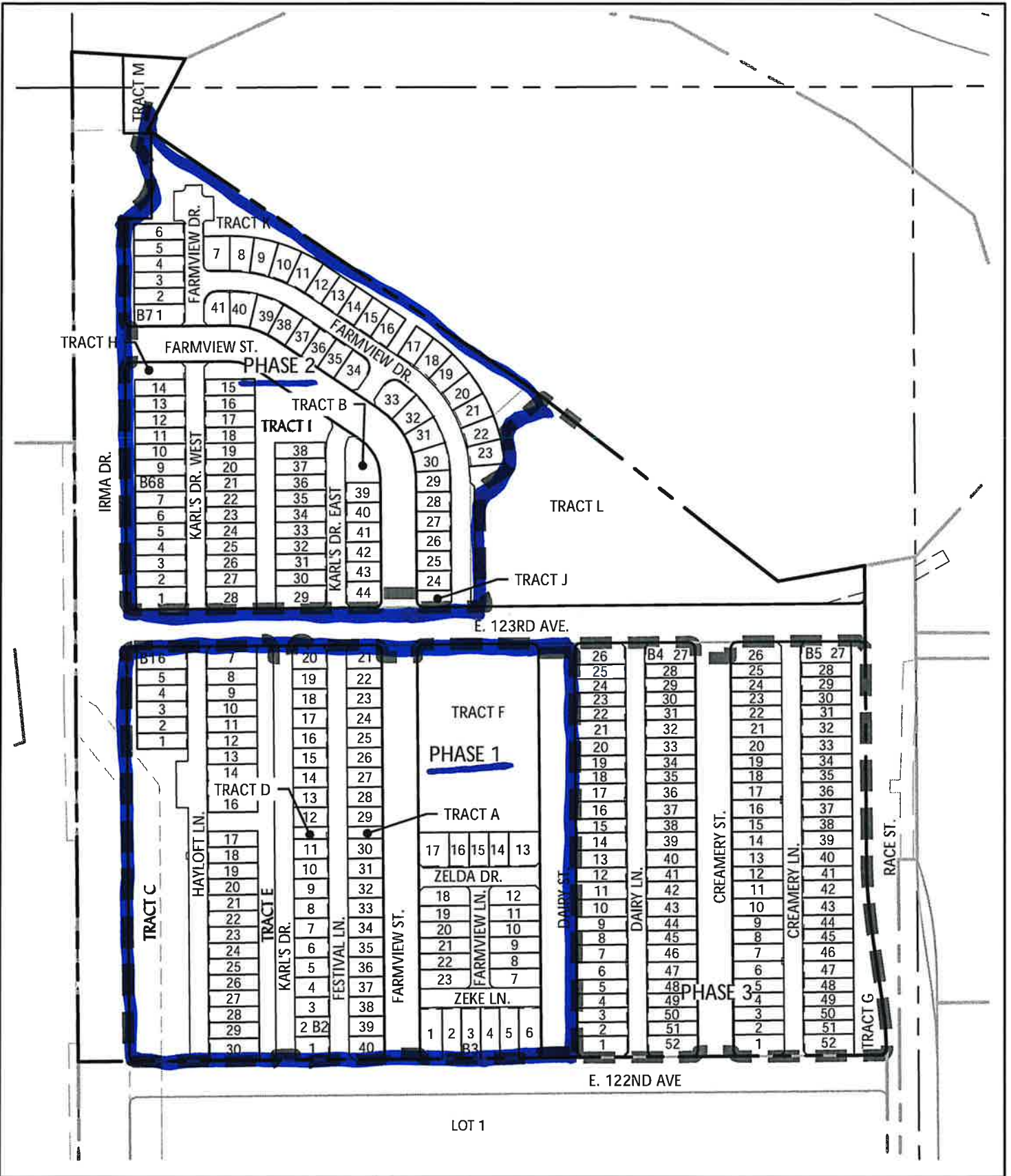
Lots 1-40 Block 2

Lots 1-23 Block 3

Lots 1-28 Block 6

Lots 1-41 Block 7

**EXHIBIT B-1
DEPICTION OF RAH PROPERTY**



Innovative Land Consultants, Inc.

Karl's Farm Filing No. 1
Residential Construction Plans
Cost Exhibit

Prepared By: XWL
Approved By: TRH

Horiz. Scale: 1" = 200'
Vert. Scale: N/A

Sheet: 1 of 1
Date: 01/09/2020

Job No.: 1002-86