PLANNING AND DEVELOPMENT DEPARTMENT MEMORANDUM 13-22

DATE:	May 20 th , 2013
TO:	Honorable Mayor Joyce Downing and City Council Members
FROM:	David H. Willett, Acting City Manager Brook Svoboda, Director of Planning and Development 1/18
SUBJECT:	CR-57 Webster Lake Promenade Final Plat & $1^{\rm st}$ Addendum to Re-Development Agreement

BACKGROUND

The proposed 31 acre subdivision includes an 11 acre of vacant land west of Grant Street and south of 120th Avenue and approximately 20 acres of land which includes the City Recreation Center and City Hall properties. The same land is currently under consideration for Planned Unit Development (PUD).

The City/NURA assembled the vacant 11 acre area between 2004-2006 for purposes of re-development. The area previously contained a Sinclair Gas Station, an inline tenant space, and the Days Inn Motel. The remainder of the site has remained undeveloped since its time of annexation. Portions of the site were previously platted under the Holiday Park Plat (1985) and the Northglenn Civic Center Plat (2002). The remainder of the site was never formally platted.

The City and NURA (Northglenn Urban Renewal Authority) recently entered into a Re-Development agreement with Hawkins Development to develop the 11 acre assemblage. The subdivision is the formal replating of lots to fit the desired configuration for the development as well as the City Hall and Recreation Center, consistent with the PUD.

Key Elements:

Lot Layout – The plat establishes the eight (8) lots for the site and one tract dedicated to the City as a park. Seven (7) of the lots are configured for the current phase of the development as conventional development lots. The remaining eighth lot encompasses the City Recreation Center property and the City Hall property.

Vacation of Public ROW – The plat will vacate the current Community Center Drive from 120th Avenue to its intersection with Grant Street. This portion of the site will become part of the private parking area for the development and will be maintained by the future owners of the property.

Dedication of Tract A – Tract A near the intersection of Grant Street and Community Center Drive will be dedicated to the City as a small park that will act as an entry to the development from the south and a focal connection at the pedestrian crossing between E.B. Rains Park and the new development.

Utility Easements – Easements are dedicated for all sanitary and water mainlines that will be installed and maintained as part of the development. Additionally, all drainage and water quality facilities are covered by easements. These easements will ensure City access to the underlying utility infrastructure for future repair and maintenance purposes.

Access Easements – Easements for access to public Right-of-Way and adjacent private access drives (Ramada) are provided throughout the site.

<u>Compliance w/ Master (Comprehensive) Plan:</u> The 2010 update to the Comprehensive Plan

depicts the future land use designation for this area as Commercial Center, defined as the following: "Large land use assembly that provides commercial retail services to a Regional submarket. Centers are typically formed around a large anchor retail store with ancillary uses containing a mixture of retail, restaurant, personal services, offices and autooriented uses in the surrounding area. The commercial uses often share joint parking and loading areas."

First Addendum to Re-Development Agreement – Below are the key elements to the 1^{st} Addendum to the Re-Development Agreement:

- Public Improvement Obligations of the Developer
- NURA Improvement Obligations
- Public Art
- Open Space Dedication
- Architectural Control Committee
- Additional Developer Incentives
- Ongoing Maintenance of On-Site Infrastructure: drainage, sidewalks, internal roadways, etc

The Northglenn Urban Renewal Authority is a signatory to the 1st Addendum to the Re-Development Agreement. NURA approved the Development Agreement at the May 8th, 2013 Meeting.

The Planning Commission, their May 14th, 2013 meeting, unanimously approved the Final Plat, via Planning Commission Resolution #6-2013 attached hereto as Attachment 1

NEXT STEPS

If approved in conjunction with the Planned Unit Development, the Developer, Hawkins Development, will be required to complete the following items before breaking ground on the project:

- Execute all supporting documents
- Post security as outlined in the 1st Addendum to the Re-Development Agreement
- Receive approval for 100% Civil Construction Documents and all related Local and State permitting and
- Pay all related permit fees

STAFF REFERENCE

Brook Svoboda, Director of Planning and Development <u>bsvoboda@northglenn.org</u> or 303.450.8937

ATTACHEMNTS

Attachment 1 Planning Commission Resolution #6-2013

PLANNING COMMISSION RESOLUTION

RESOLUTION NO.

6 of 2013

A RESOLUTION RECOMMENDING APPROVAL OF THE WEBSTER LAKE PROMENADE SUBDIVISION PLAT AS SUBMITTED BY THE CITY OF NORTHGLENN, THE NORTHGLENN URBAN RENEWAL AUTHORITY, AND HAWKINS DEVELOPMENT.

WHEREAS, the proposed "WEBSTER LAKE PROMENADE" subdivision plat is found to be in conformance with the requirements of Chapter 12 of the Municipal Code of the City of Northglenn, known as the Subdivision Regulations; and

WHEREAS, the Planning Commission by adoption of this resolution approves the vacation of Community Center Dr to occur in accordance with Article 52, Chapter 11, Vacations; of the City Zoning Ordinance,

WHEREAS, during their meeting of APRIL 30, 2013 the Planning Commission heard presentation of the "WEBSTER LAKE PROMENADE" subdivision plat and, following the presentation, voted to recommend approval of the plat as submitted based on the following Findings of Fact

- The request provides for the thoughtful, safe, and coordinated subdivision of land within the City; and
- 2. The request is designed and reviewed in a manner to accommodate the health, safety, and welfare of residents of the City; and
- 3. The request is filed in conjunction with a Planned Unit Development establishing detailed design for development on Lot 1-7; and

- 4. Adequate easements are provided for the proper access and functioning of the lots; and
- 5. Adequate drainage and detention facilities are provided to accommodate stormwater runoff and flows; and

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF NORTHGLENN, COLORADO, THAT:

SECTION 1. The Planning Commission hereby recommends, to the City Council, approval of the subdivision plat entitled "WEBSTER LAKE PROMENADE" .

SECTION 2. The City of Northglenn Planning Commission hereby recommends the following conditions

 The Developer shall enter into a Development Agreement, with the City of Northglenn, that will be recorded with the Adams County Clerk and Recorder, to memorialize the public improvements shown in the PUD plans.

Dated at Northglenn, Colorado, this _____ day of _____, 2013.

SONIA DICARLO Planning Commission Chairwoman

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ATTEST:

TRAVIS REYNOLDS Commission Clerk

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. <u>CR-57</u> Series of 2013

Series of 2013

A RESOLUTION APPROVING THE WEBSTER LAKE PROMENADE FINAL PLAT AND APPROVING THE FIRST ADDENDUM TO REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTHGLENN, THE NORTHGLENN URBAN RENEWAL AUTHORITY AND HAWKINS DEVELOPMENT, LLC

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

Section 1. The Final Plat for the Webster Lake Promenade Subdivision, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

<u>Section 2</u>. The First Addendum to Redevelopment Agreement between the City of Northglenn, the Northglenn Urban Renewal Authority, and Hawkins Development, LLC, attached hereto as **Exhibit B**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

DATED at Northglenn, Colorado, this _____ day of ______, 2013.

JOYCE DOWNING Mayor

ATTEST:

JOHANNA SMALL, CMC City Clerk

APPROVED AS TO FORM:

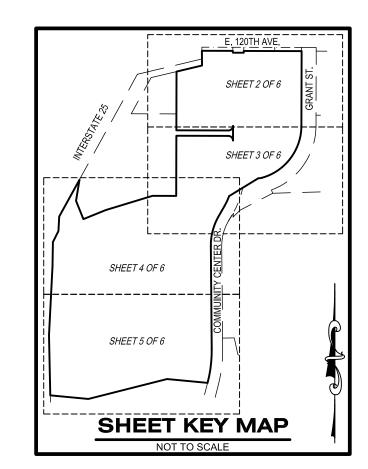
COREY Y. HOFFMANN City Attorney

	STER LAKE PRON
A REPLAT O	F LOTS 1 & 2, BLOCK 1, HOLIDAY PARK,
	TRACT NO. 2 AND LOT 1, BLOCK 1, NO
	SITUATED IN THE N 1/2 OF SECTION
	CITY OF NORTHGLENN, COUNTY
	SHEE
	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
	Hampton
	Skate City ★ Inn Denver † Comfort
	Suites Im
	th Ave (128) E 120th Ave - E 120th
	-777
	87 Washington Point Shopping Center
LEGAL DESCRIPTION:	To Albertsons 11 Market 11
THE CITY OF NORTHGLENN, A MUNICIPAL CORPORATION, BEING THE OWNER OF THE REAL	E 118th A
PROPERTY OF 31.2373 ACRES DESCRIBED AS FOLLOWS:	
PART OF THE MCELWAIN TRACT, A SUBDIVISION RECORDED IN FILE 12 AT MAP 40, ADAMS COUNTY RECORDS, A PART OF MCELWAIN TRACT NO. 2, A SUBDIVISION RECORDED IN FILE 12	ati communication and and and and and and and and and an
AT MAP 153, ADAMS COUNTY RECORDS, A PART OF INCELVAIN TRACT NO. 2, A SUBDIVISION RECORDED IN FILE 12 SUBDIVISION RECORDED IN FILE 16 AT MAP 427, ADAMS COUNTY RECORDS, ALL OF	Acor Acor St St
NORTHGLENN CIVIC CENTER SUBDIVISION, A SUBDIVISION RECORDED IN FILE 18 AT MAP 733,	
ADAMS COUNTY RECORDS AND A PART OF COMMUNITY CENTER DRIVE AND BEING A PART OF THE NORTH ONE HALF OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH	uron 97 sing Park 87
PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:	
COMMENCING AT THE N1/4 CORNER OF SECTION 3, T.2S., R.68W., OF THE 6TH P.M.; THENCE S00°31'46"E ALONG THE WEST LINE OF THE NE 1/4 OF SECTION 3, A DISTANCE OF 50.00	W 116th Ave
FEET; THENCE S89°50'25"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;	
THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE SOUTH R.O.W. LINE OF EAST 120TH	
AVENUE AS DEDICATED IN FILE 12 AT MAP 40, IN FILE 12 AT MAP 153 AND IN BOOK 234 AT PAGE 960;	SCALE: 1"=1000'
 THENCE S89°50'25"E A DISTANCE OF 169.96 FEET; THENCE S00°31'46"E A DISTANCE OF 10.00 FEET; 	
 THENCE S89°50'25"E ALONG THE NORTH LINE OF VACATED COMMUNITY CENTER DRIVE A DISTANCE OF 60.00 FEET: 	
 4) THENCE N00°31'46"W A DISTANCE OF 10.00 FEET; 5) THENCE S89°50'25"E A DISTANCE OF 317,33 FEET TO THE INTERSECTION OF THE SOUTH R.O.W. 	<u>OWNERSHIP AND DEDICATION:</u>
LINE OF EAST 120TH AVENUE AND THE WEST R.O.W. LINE OF GRANT STREET;	THE UNDERSIGNED CERTIFIES TO AND FOR THE BENEFIT OF THE CITY COUNCIL OF NORTHGLENN CITY, COLORADO, THAT AS OF THE DATE SET FORTH BELOW, THE CITY OF
THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WESTERLY R.O.W. LINE OF GRANT STREET AS DEDICATED BY DEED RECORDED IN BOOK 2229 AT PAGE 437;	NORTHGLENN, A MUNICIPAL CORPORATION BEING THE OWNER OF THE LAND DESCRIBED ABOVE, HAVE GOOD RIGHT AND FULL POWER TO CONVEY, ENCUMBER AND SUBDIVIDE SAME,
 THENCE S00°09'35"W A DISTANCE OF 410.42 FEET TO A POINT OF CURVE THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 73°59'58", A RADIUS OF 	AND THAT THE PROPERTY IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, EASEMENTS AND RIGHTS-OF-WAY EXCEPT THE EASEMENTS AND RIGHTS-OF-WAY DEPICTED ON THIS PLAT.
296.71 FEET, AN ARC LENGTH OF 383.21 FEET, A CHORD BEARING OF S37°09'34"W AND A CHORD DISTANCE OF 357.13 FEET TO A POINT OF COMPOUND CURVE;	IN THE EVENT OF A DEFECT IN SAID TITLE WHICH BREACHES THE WARRANTIES IN THIS
3) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°51'53", A RADIUS OF 78.58 FEET, AN ARC LENGTH OF 21.76 FEET, A CHORD BEARING OF S82°05'30"W AND A CHORD	CERTIFICATE, THE UNDERSIGNED, JOINTLY AND SEVERALLY, AGREE(S) TO REMEDY SUCH DEFECT UPON DEMAND BY NORTHGLENN CITY, WHICH REMEDY SHALL NOT BE DEEMED
DISTANCE OF 21.69 FEET; THENCE S58°31'55"W A DISTANCE OF 186.65 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF	EXCLUSIVE.
COMMUNITY CENTER DRIVE; THENCE ALONG THE WESTERLY R.O.W. OF COMMUNITY CENTER DRIVE AS DEDICATED BY PLAT	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
RECORDED IN FILE 14 AT MAP 103, THE FOLLOWING FIVE (5) COURSES;	BE LAID OUT AND PLATTED UNDER THE NAME OF <u>WEBSTER LAKE PROMENADE SUBDIVISION</u> AND DO HEREBY DEDICATE AND GRANT TO THE PUBLIC FOREVER AND IN FEE
 THENCE ALONG A CURVE TO THE RIGHT, NON-TANGENT TO THE LAST DESCRIBED COURSE, HAVING A CENTRAL ANGLE OF 10°03'16", A RADIUS OF 343.20 FEET, AN ARC LENGTH OF 60.23 	SIMPLE THE ROADS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND DO HEREBY DEDICATE TO NORTHGLENN CITY, AND APPROPRIATE UTILITY COMPANIES AND EMERGENCY
FEET, A CHORD BEARING OF S25°07'57"W AND A CHORD DISTANCE OF 60.15 FEET; 2) THENCE S30°09'35"W A DISTANCE OF 60.66 FEET TO A POINT OF CURVE;	ASSISTANCE ENTITIES, THE EASEMENTS AS SHOWN HEREON FOR THE PURPOSES STATED IN COMPLIANCE WITH THE CITY OF NORTHGLENN SUBDIVISION REGULATIONS AND THE
3) THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30°41'21", A RADIUS OF 330.34 FEET, AN ARC LENGTH OF 176.94 FEET, A CHORD BEARING OF S14°48'55" WAND A CHORD	LANDOWNERS SHALL BEAR ALL EXPENSE INVOLVED IN PLANNING, DESIGN, AND
DISTANCE OF 174.83 FEET; 4) THENCE S00°31'46"E A DISTANCE OF 560.91 FEET TO A POINT OF CURVE;	CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS EXCEPT TO THE EXTENT EXPRESSLY STATED IN ANY CITY-APPROVED AND RECORDED SUBDIVISION IMPROVEMENT AGREEMENT.
5) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14°55'31", A RADIUS OF 729.58 FEET, AN ARC LENGTH OF 190.05 FEET, A CHORD BEARING OF S06°56'00"W AND A CHORD	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
DISTANCE OF 189.52 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY LINE OF NORTHGLENN	SHALL BE NO LIMITATION OR RESTRICTION UPON THE PURPOSE OR PUBLIC USE OF PROPERTY DEDICATED BY THIS PLAT.
CIVIC CENTER SUBDIVISION;	IN WITNESS WHEREOF; WE DO HEREUNTO SET OUR HANDS AND SEALS THIS
 THENCE N84°33'21"W A DISTANCE OF 223.32 FEET; THENCE S75°45'59"W A DISTANCE OF 445.46 FEET; 	DAY OF, 20
 THENCE N84°33'21"W A DISTANCE OF 210.00 FEET TO A POINT ON THE EASTERLY R.O.W. LINE OF INTERSTATE HIGHWAY 25; 	THE CITY OF NORTHGLENN, A MUNICIPAL CORPORATION
THENCE THE FOLLOWING SIX (6) COURSES ALONG THE EASTERLY R.O.W. LINE ON INTERSTATE HIGHWAY 25:	
 THENCE N01°14'09"W A DISTANCE OF 330.41 FEET; THENCE N02°58'03"E A DISTANCE OF 380.04 FEET; 	BY: JOYCE DOWNING, AS MAYOR BY: JOHANNA SMALL, AS CITY CLERK
 3) THENCE N00°48'29"E A DISTANCE OF 131.27 FEET; 4) THENCE N26°38'47"E A DISTANCE OF 67.78 FEET; 	
5) THENCE N03°14'33"E A DISTANCE OF 79.80 FEET;	STATE OF COLORADO)) SS
6) THENCE N28°48'35"E A DISTANCE OF 229.93 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTHERLY LINE OF NORTHGLENN	COUNTY OF ADAMS)
CIVIC CENTER SUBDIVISION; 1) THENCE S09°14'56"W A DISTANCE OF 117.28 FEET;	ACKNOWLEDGED BEFORE ME THIS DAY OF, 20, 20 BY JOYCE DOWNING, AS MAYOR AND JOHANNA SMALL, AS CITY CLERK OF THE CITY OF
 2) THENCE S21°57'47"E A DISTANCE OF 107.97 FEET; 3) THENCE N68°02'13"E A DISTANCE OF 132.40 FEET; 	NORTHGLENN, A MUNICIPAL CORPORATION.
4) THENCE N73°03'59"E A DISTANCE OF 268.00 FEET; 5) THENCE S89°50'25"E A DISTANCE OF 130.00 FEET;	WITNESS MY HAND AND OFFICIAL SEAL:
THENCE THE FOLLOWING SIX (6) COURSES ALONG THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED AT RECEPTION NO. 20050113000049660;	
 THENCE N00°09'35"E A DISTANCE OF 329.98 FEET; THENCE S89'50'25"E A DISTANCE OF 285.92 FEET TO A POINT OF CURVE: 	MY COMMISSION EXPIRES:
3) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF	ADDRESS:
25.00 FEET, AND ARC LENGTH OF 39.27 FEET, A CHORD BEARING OF S44°50'25"E AND A CHORD DISTANCE OF 35.36 FEET TO A POINT ON THE WEST LINE OF VACATED COMMUNITY CENTER	
DRIVE; 4) THENCE N00°09'35"E ALONG SAID WEST LINE A DISTANCE OF 80.00 FEET TO A POINT OF CURVE;	
5) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET A CHORD BEARING OF \$45°09'35"W AND A CHORD	
DISTANCE OF 35.36 FEET; 6) THENCE N89°50'25"W A DISTANCE OF 285.92 FEET;	
THENCE N00°09'35"E ALONG THE SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF A	
PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED AT RECEPTION NO.	
20050113000049650, A DISTANCE OF 322.33 FEET;	
THENCE N76°37'46"E ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 20050113000049660, A DISTANCE OF 143.76 FEET TO A POINT ON THE WEST LINE OF	
THENCE N76°37'46"E ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 20050113000049660, A DISTANCE OF 143.76 FEET TO A POINT ON THE WEST LINE OF MCELWAIN TRACT; THENCE N00°31'46"W ALONG SAID WEST LINE, A DISTANCE OF 80.62 FEET TO THE POINT OF	
THENCE N76°37'46"E ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 20050113000049660, A DISTANCE OF 143.76 FEET TO A POINT ON THE WEST LINE OF MCELWAIN TRACT;	ENGINEERS ~ Creative

MENADE SUBDIVISION

RK, A PART OF McELWAIN TRACT, A PART OF McELWAIN NORTHGLENN CIVIC CENTER SUBDIVISION TION 3, T.2S., R.68W., OF THE 6TH P.M. TY OF ADAMS, STATE OF COLORADO EET 1 OF 6 **EXHIBIT A**





STANDARD NOTES:

- 1. STREET MAINTENANCE. IT IS MUTUALLY AGREED BY THE SUBDIVIDER AND THE CITY THAT THE DEDICATED PUBLIC WAYS, INCLUDING BUT NOT LIMITED TO STREETS, ROADS, DRIVES AND ALLEYS, 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.
- VEHICULAR ACCESS CONTROL. VEHICULAR ACCESS TO PUBLIC STREETS IN THIS SUBDIVISION SHALL BE SOLELY BY WAY OF DRIVEWAYS 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.
- 5. THE RIGHT TO AND USE OF ALL NON-TRIBUTARY GROUNDWATER IS HEREBY DEDICATED TO THE CITY OF NORTHGLENN.
- 6. 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 ARE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY.

GENERAL NOTES:

- 1. THIS PLAT WAS PREPARED BASED ON COMMITMENT NO. ABD70351849 PREPARED BY LAND TITLE GUARANTEE COMPANY, WITH AN EFFECTIVE DATE OF OCTOBER 01, 2012, AT 5:00 P.M., AND ON COMMITMENT NO. RJF-2013020133TO PREPARED BY AMERICAN TITLE SERVICES COMPANY AS AGENT FOR TITLE RESOURCES GUARANTY COMPANY WITH NO EFFECTIVE DATE. SAID PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.
- 2. DATE OF FIELD WORK: FEBRUARY 18, 2013.
- 3. DATE OF PLAT PREPARATION: FEBRAURY 25, 2013.
- 4. ALL UNITS ARE IN U.S. SURVEY FEET.
- 5. TRACT "A" IS HEREBY DEDICATED AS OPEN SPACE AND PUBLIC PARK PURPOSES.

SURVEYOR'S CERTIFICATE:

I, CHARLES N. BECKSTROM, DO HEREBY CERTIFY THAT THE SURVEY OF THE BOUNDARY OF WEBSTER LAKE PROMENADE SUBDIVISION WAS MADE UNDER MY SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY REPRESENTS SAID SURVEY.

BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS OF THE COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE, PER THE SURVEY CONTROL DIAGRAM FOR CDOT PROJECT NO. IM 0253-173, DEPOSITED IN THE RECORDS OF ADAMS COUNTY COLORADO IN BOOK 1 AT PAGE 2735 OF LAND SURVEY PLATS. THE NORTH LINE OF THE NE1/4 OF SECTION 3, T.2S., R.68W., OF THE 6TH P.M. BEARS S89°50'25"E, AND IS MONUMENTED BY THE MONUMENTS SHOWN HEREON.

MONUMENTS USED ARE A NAIL & 1" BRASS TAG L.S. NO. 33202.

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.

CHARLES N. BECKSTROM, COLORADO P.L.S. NO. 33202



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.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.

PLANNING COMMISSION APPROVAL.

THIS PLAT WAS RECOMMENDED FOR APPROVAL BY THE CITY OF NORTHGLENN, COLORADO, THIS _____ DAY OF _____, 20_____,

BY: CHAIRPERSON

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, THE DEDICATION OF PUBLIC LANDS SHOWN HEREON, AND THE DEDICATION OF THE EASEMENTS SHOWN HEREON.

SIGNED THIS _____ DAY OF _____, 20____.

BY: JOYCE DOWNING, AS MAYOR

ATTEST: BY: JOHANNA SMALL, AS CITY CLERK

CLERK AND RECORDER'S CERTIFICATE:

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND

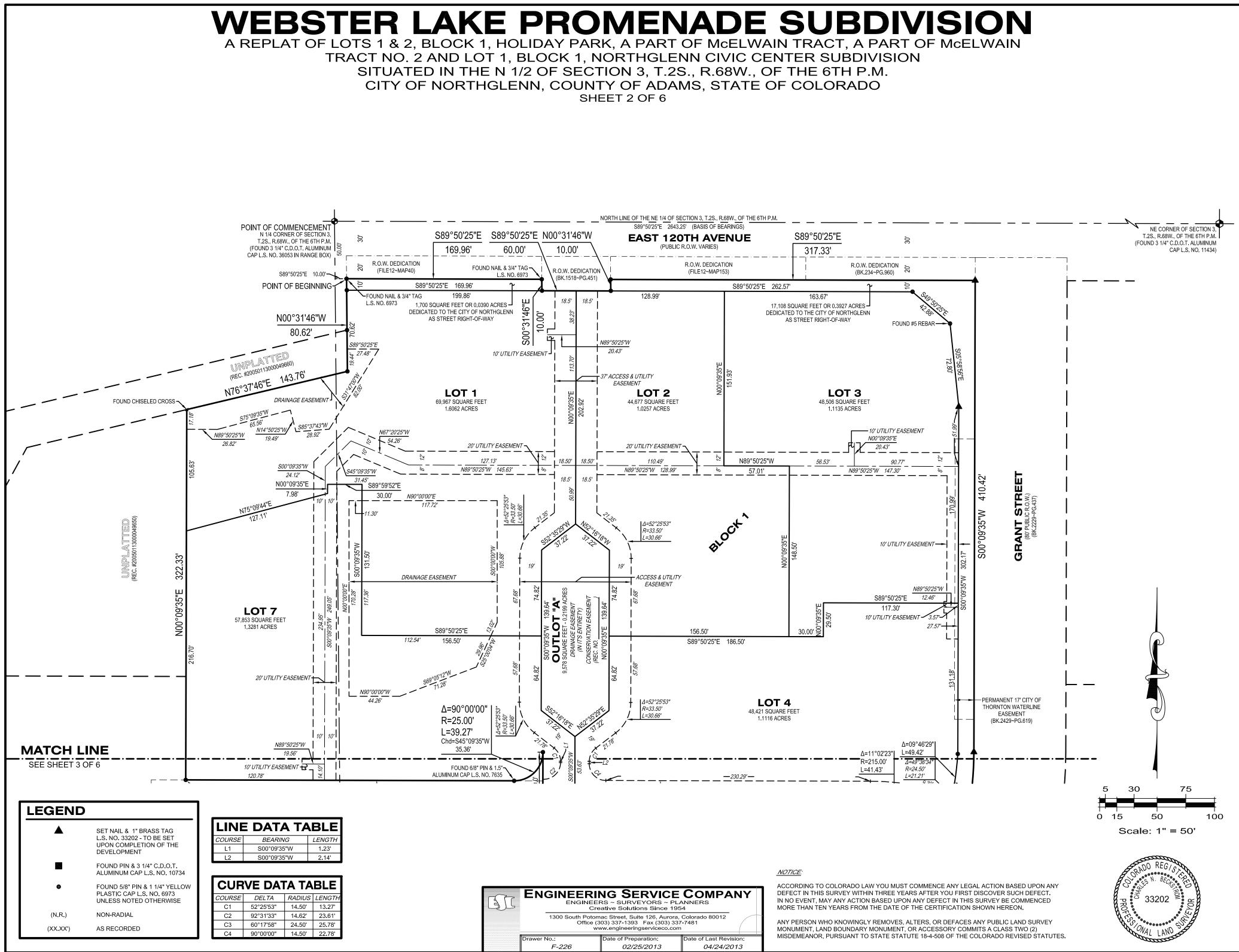
RECORDER. IN THE STATE OF COLORADO, AT _____M. ON THE _____DAY OF ______A.D., 20_____

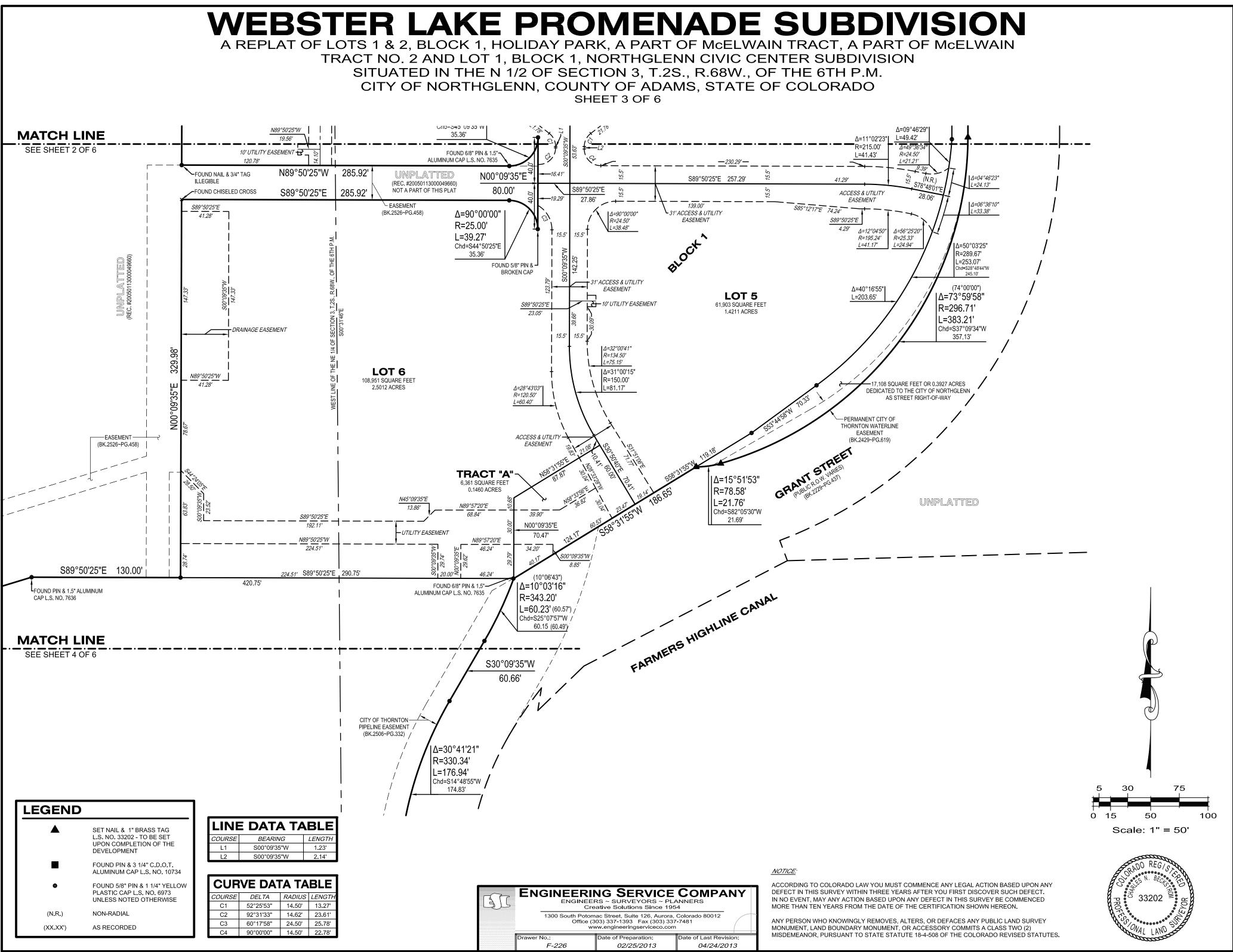
COUNTY CLERK AND RECORDER

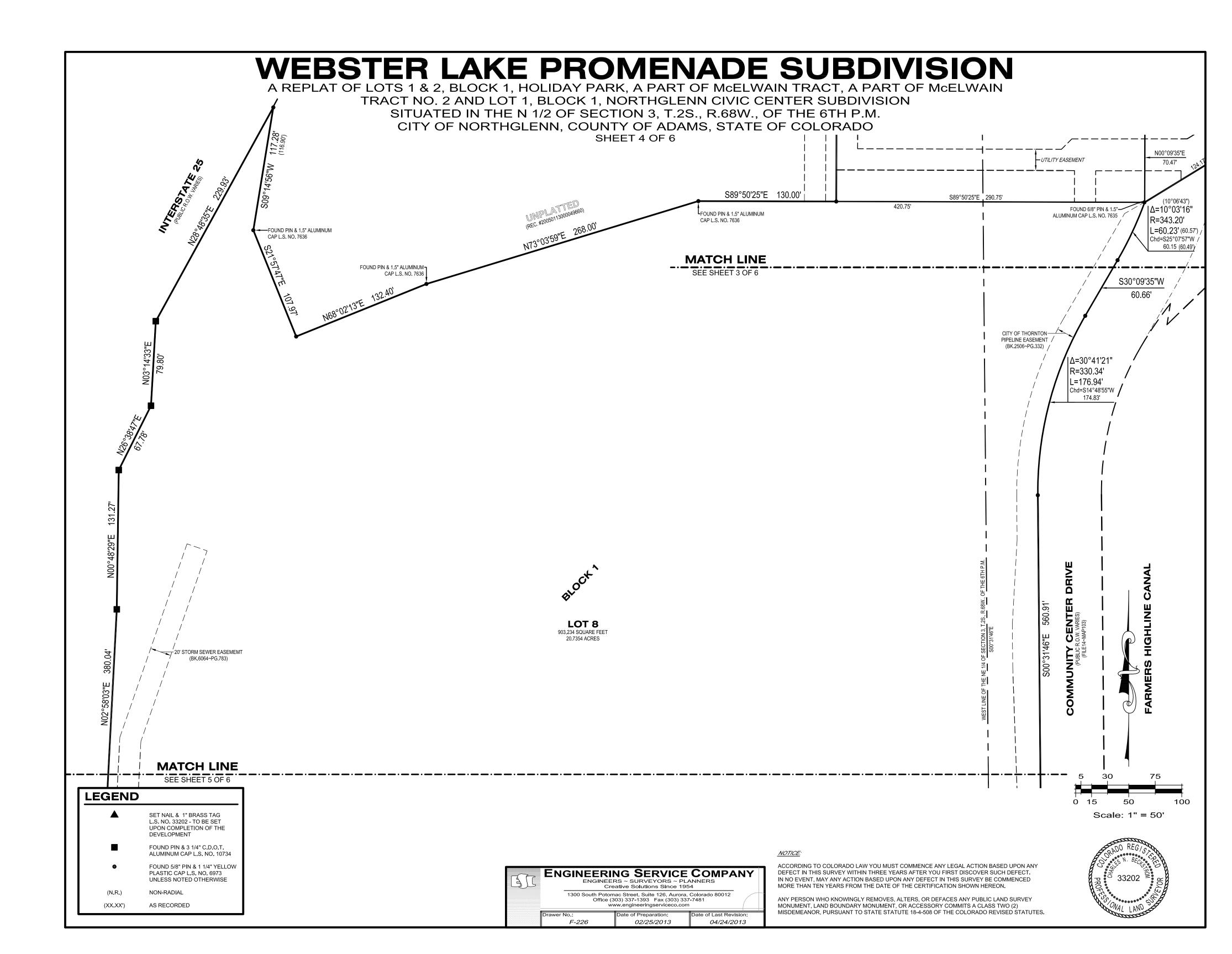
BY: _____ DEPUTY RECEPTION NO .:_____

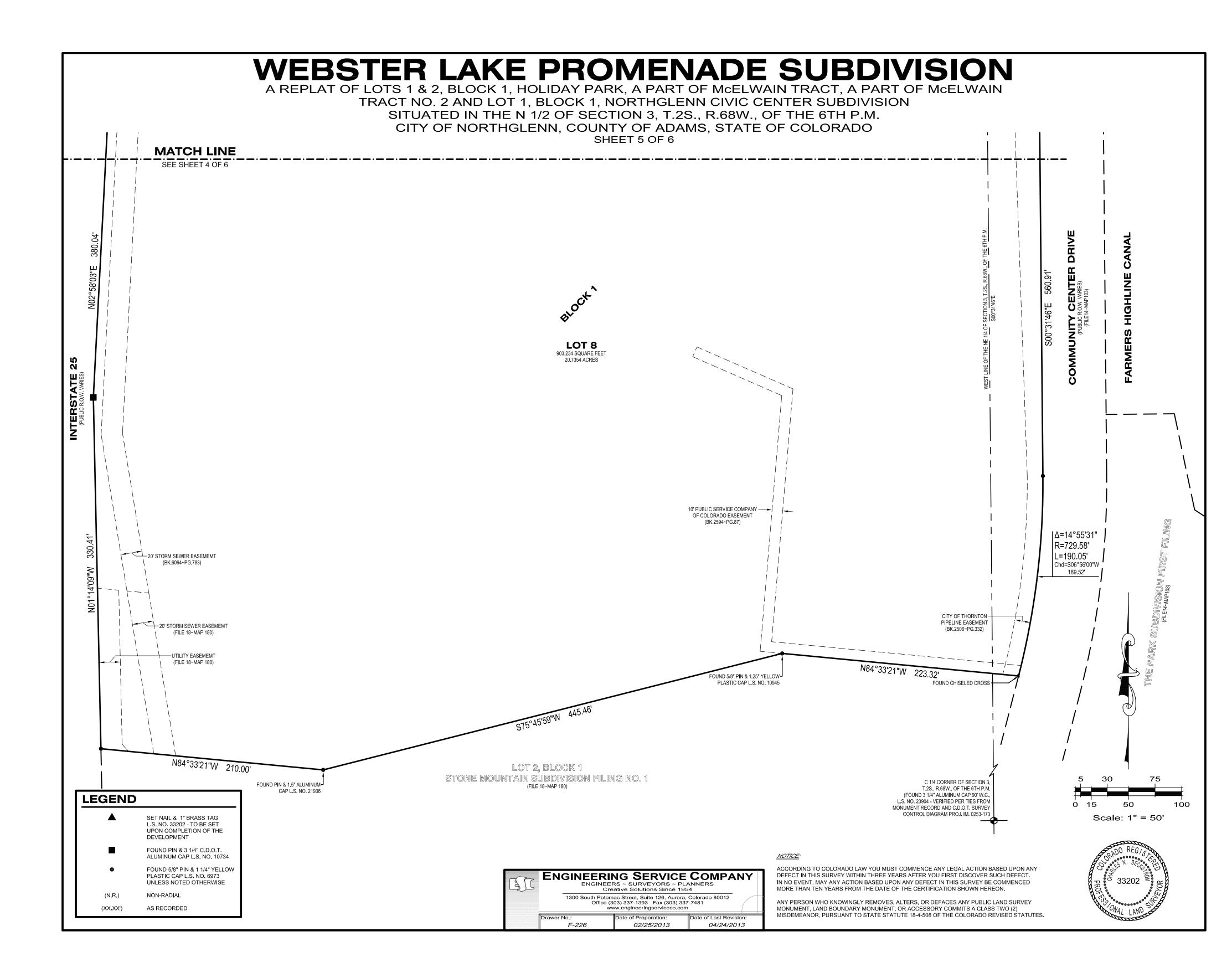
F	NG SERVICE COMPANY RS ~ SURVEYORS ~ PLANNERS pative Solutions Since 1954		
3	ac Street, Suite 126, Aurora, Colorado 80012 303) 337-1393 Fax (303) 337-7481 ww.engineeringserviceco.com		
Ī	Date of Preparation:	Date of Last Revision:	
I	02/25/2013	04/24/2013	

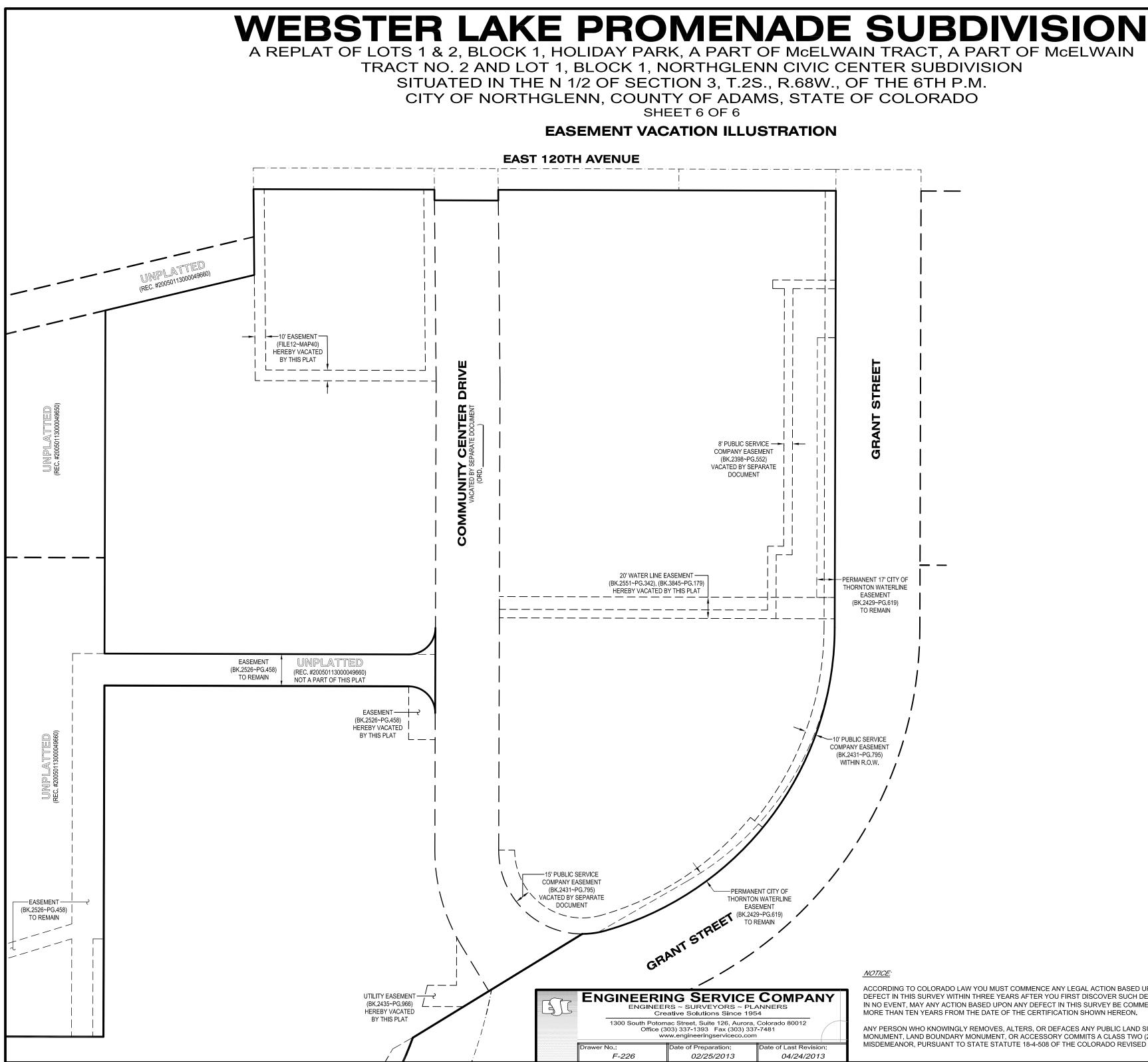
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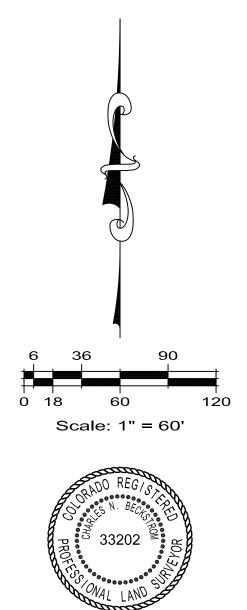












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ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.

EXHIBIT B

FIRST ADDENDUM TO REDEVELOPMENT AGREEMENT

THIS FIRST ADDENDUM TO REDEVELOPMENT AGREEMENT (the "First Addendum") is made and executed this day of ______, 2013, by and between the CITY OF NORTHGLENN (the "City"), the NORTHGLENN URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the "Authority"), and HAWKINS DEVELOPMENT, LLC (hereafter referred to as the "Redeveloper").

WITNESSETH

WHEREAS, the City, the Authority and the Redeveloper previously entered into a Redevelopment Agreement dated ______ (the "Redevelopment Agreement") regarding approximately 11 acres, more or less, of real property described in **Exhibit A** (the "Property");

WHEREAS, the parties now require an addendum in order to complete the redevelopment of the Property and now desire to enter into this First Addendum setting forth their various and respective duties and responsibilities in connection with such redevelopment;

WHEREAS, this First Addendum sets forth the terms and conditions for the approval of the subdivision and Planned Unit Development (PUD) zoning of the Property, with said approvals being expressly conditioned upon the faithful performance of the duties and obligations created by this First Addendum;

WHEREAS, this First Addendum further describes additional authorized City incentives that may be available as part of the redevelopment of the Property;

WHEREAS, all conditions contained herein are in addition to any and all requirements of, the City of Northglenn Home Rule Charter, City of Northglenn Municipal Code, and any and all applicable state statutes, and are not intended to supersede any requirements contained therein; and

WHEREAS, the following documents are attached hereto, and incorporated herein by this reference:

A. The amended final plat of the Property attached hereto as **Exhibit B**;

B. The PUD and associated development standards attached hereto as **Exhibit C** (the "Final PUD Plan"); and

C. The Civil Construction Drawings for on-site public improvements, as the same may be approved by the City, as generally described in **Exhibit D**.

NOW, THEREFORE, the parties hereto, for themselves, their successors and assigns, in and for the consideration of the performance of the mutual duties and responsibilities set forth herein, the receipt and adequacy of such consideration being hereby acknowledged, do hereby covenant and agree as follows:

1. RECITALS INCORPORATED. The recitals set forth above are incorporated into this First Addendum and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Section 1.

2. **RESTATEMENT OF DEVELOPMENT AGREEMENT**. The parties hereto reaffirm and incorporate herein by this reference the duties, obligations and definitions set forth in the Redevelopment Agreement.

3. REDEVELOPER OBLIGATIONS. Redeveloper agrees to the following as a condition of the approvals of the City contemplated herein:

a. <u>Public Improvement Obligations</u>. Redeveloper shall construct all public improvements described in **Exhibit E** (the "Public Improvements"), attached hereto and incorporated herein by this reference, and shall be solely responsible for all such site work on the Property, in accordance with the approved Final PUD Plan and the amended subdivision plat. Except as provided in Section 4 herein, Redeveloper shall be solely responsible for all costs associated with such construction of the Public Improvements described in Exhibit E and the costs associated with all site work on the Property. Said Public Improvements shall consist of the following:

i. *Water Infrastructure:* Will include the installation of six (6) fire hydrants; four hundred lineal feet (400') of eight inch (8") PVC Water lines; sixty-five feet (65') of six inch (6") DIP Water lines; four-hundred-twenty lineal feet (420') of copper water service; one (1) twelve inch (12") fitting; ten (10) eight inch (8") fittings, two (2) eight inch (8") gate valve/Stem/Valve boxes; six (6) six inch (6") gate valve/Stem/Valve Boxes; eleven (11) Thrust Blocks; and seven (7) Water meter assembly/pits.

ii. *Stormwater/Water Quality Infrastructure*: Will include the installation of two-hundred-twenty-five lineal feet (225') of eighteen inch (18") RCP Storm Pipe; three-hundred-forty lineal feet (340') of twenty-four inch HDPE Storm Drain ; two (2) eighteen inch (18") flared end sections; one (1) fifteen inch (15') type R inlet; three (3) water quality outlet structures; four (4) five foot (5') diameter manholes; one (1) underground detention system; and one (1) pond outlet structure.

b. <u>Public Art</u>. Redeveloper agrees to designate up to four (4) locations via separate license agreement in order to locate public art and associated facilities for public use. Redeveloper hereby authorizes the City or its designee to operate a public art program on the Property.

c. <u>Other Public Space/Park</u>. Redeveloper hereby designates the southern most portion of the Property as depicted on Exhibit C as public space. Redeveloper's obligation is and shall be the dedication of such space, and the City and/or the Authority shall be responsible for the design, implementation and maintenance of such space into an integrated public area in conjunction with adjacent City-owned property.

d. <u>CC&Rs</u>. The Grant of Easements, Declaration of Covenants, Conditions and Restrictions (the "CC&Rs") attached hereto as **Exhibit F**, and incorporated herein by this reference, are hereby approved by the City and the Authority, and made a part of the PUD zoning set forth in Exhibit C. Said CC&Rs are hereby determined to be irrevocable, and may not be amended without City Council approval, which approval may only be obtained by amending the PUD in accordance with the Northglenn Municipal Code.

e. <u>Site and Project Improvement Obligations</u>. Except as provided in Section 4 herein, Redeveloper shall be solely responsible for all costs associated with on site improvements, which shall include site work on the Property not specifically depicted in Exhibit E. Redeveloper shall also construct all buildings, structures and other improvements within and for the Project. Redeveloper shall use commercially reasonable efforts to cause the design and construction of the Project to be performed in a good, professional and workmanlike manner in accordance with industry standards, and in conformance with the Final PUD Plan.

f. <u>Recordation of Final Plat and Final PUD Plan</u>. Redeveloper 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 Final PUD Plan, and shall provide the required Performance Guarantee as set forth in Section 12 of this First Addendum. Failure of Redeveloper to submit an acceptable Final Plat, Final PUD Plan and Performance Guarantee as specified in Section 12 of this First Addendum to the City Clerk within forty-five (45) days of the date of this First Addendum 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 First Addendum. If Redeveloper 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.

4. AUTHORITY MONETARY CONTRIBUTION. The Authority shall contribute an amount not to exceed One Million, Seven Hundred Thousand Dollars (\$1,700,000.00), consisting of the following:

- a. \$302,163.15 for on-site underground utilities;
- b. \$141,402.60 for the construction of an additional lane on 120th Avenue from Interstate 25 east to Grant Street;
- c. \$14,550.00 for the Grant Street signalization and associated utility improvements; and

- d. Up to Seven Hundred-Fifty Thousand Dollars (\$750,000.00) based on the following assumptions:
 - i. Redeveloper shall be responsible for the first \$3,300,000.00 of costs related to the On-Site Work;
 - ii. The Authority shall be responsible for the next \$750,000.00 of costs related to the On-Site Work; and
 - iii. Redeveloper shall be responsible for all costs in excess of the combined amounts under 1 and 2 above related to the On-Site Work.

5. ADDITIONAL CITY INCENTIVES. In addition to the contributions set forth in the Redevelopment Agreement, the City hereby agrees to rebate water and sewer taps in the project to be used for not more than two (2) roof top restaurant uses in its sole discretion in an amount not to exceed two hundred and fifty thousand dollars (\$250,000.00) per use, or a total amount not to exceed five hundred thousand dollars (\$500,000.00); provided however, nothing in this Section 5 shall compel the City to rebate such water and sewer tap fees in the event such proposed uses are not determined by the City to be consistent with the Final PUD Plan. Such rebates shall be authorized by the City by separate agreement.

6. BREACH BY THE REDEVELOPER; THE CITY AND AUTHORITY REMEDIES. In the event of a breach of any of the terms and conditions of this Agreement by the Redeveloper, in addition to those remedies set forth in the Redevelopment Agreement, the City Council and the Authority Board shall be notified immediately and the City and the Authority may take such action as permitted and/or authorized by law, this First Addendum, or the ordinances and Charter of the City to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the City from hardship and undue risk. These remedies include, but are not limited to:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced;
- c. A demand that the security given for the completion of the Public Improvements be paid or honored; or
- d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the City and/or the Authority, or to protect the City's and/or the Authority's interest with regard to security given for the completion of the Public Improvements, the City, and the Authority shall provide the Redeveloper thirty (30) days written notice of its intent to take any action under this paragraph during which thirty-day period the Redeveloper may cure the breach described in the notice and prevent further action by the City and/or the Authority.

7. **PUBLIC IMPROVEMENTS AND WARRANTY**. All water lines, fire hydrants, water or sewer distribution facilities, drainage structures, paved streets, including curb and gutter, and necessary appurtenances as shown on the amended subdivision plat and the associated construction documents (the "Public Improvements") as approved by the Director of Public Works of the City, shall be installed and completed at the expense of the Redeveloper except as provided in Section 4. The Public Improvements required by this First Addendum, as well as associated construction documents approved by the Director of Public Works of these improvements are set forth in **Exhibit E** attached hereto and incorporated herein. All Public Improvements covered by this First Addendum shall be made in accordance with the approvals herein and drawn according to regulations and construction standards for such improvements and approved by the Director of Public Works of the City.

The Redeveloper shall warrant any and all Public Improvements which are conveyed to the City pursuant to this Agreement for a period of two (2) years from the date the City's Director of Public Works certifies that the same conform with specifications approved by the City. Specifically, but not by way of limitation, the Redeveloper shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be free of defects in materials or workmanship for a period of two (2) years as stated above.

The City will accept for maintenance all Public Improvements after the warranty period has expired provided all warranty work has been completed. The City shall accept for snow removal purposes only all dedicated public streets after the warranty period expires or the City issues the first certificate of occupancy.

8. OBSERVATION. The City shall have the right to make reasonable engineering observations at the Redeveloper's expense as the City may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the City of any portion of the construction of such Public Improvements. Such approval shall be made by the City only after completion of construction and in the manner hereinafter set forth. Provided however, nothing herein shall prevent the City and the Authority from offering cost saving measures on the Public Improvements, and the City and the Authority are hereby authorized based on the Authority's contribution set forth in Section 4 to review pay applications and shall provide additional oversight to the extent necessary as determined by the City and the Authority at their sole discretion.

9. COMPLETION OF PUBLIC IMPROVEMENTS. The obligations of the Redeveloper provided for in Section 3 of this First Addendum, including the inspections hereof, shall be performed on or before eighteen (18) months from the date the Performance Guarantee as provided as set forth herein, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Redeveloper of such Public Improvements, the City's Director of Public Works or his designee, shall inspect the improvements and certify with specificity its conformity or lack thereof to the City's specifications. The Redeveloper shall make all corrections necessary to bring the improvements into conformity with the City's specifications. Once approved by the City's Director of Public Works, the City shall accept said improvements upon conveyance pursuant to Section 11.

10. RELATED COSTS - PUBLIC IMPROVEMENTS. The Redeveloper shall provide all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

11. IMPROVEMENTS TO BE THE PROPERTY OF THE CITY. All Public Improvements for roads, concrete curbs and gutters, storm sewers, water systems and drainage improvements accepted by the City, shall be dedicated to the City, and warranted for a period of two (2) years following acceptance by the City as provided above. Upon completion of construction and conformity with the subdivision plat and associated construction plans, and any properly approved changes, the Redeveloper shall convey to the City, by bill of sale, all installed physical facilities. Provided however, the Developer agrees to maintain the storm water and water quality infrastructure, and other public improvements in accordance with the CC&Rs approved by the City, and attached hereto as Exhibit F, and shall be responsible for all on-site drainage retention and detention as prescribed in Articles 13 & 17 of Chapter 16 of the City of Northglenn Municipal Code, as the same may be amended from time to time.

12. PERFORMANCE GUARANTEE. In order to secure the construction and installation of the Public Improvements above-described for which the Redeveloper is responsible, and in accordance with Section 4(h)((ii) of the Redevelopment Agreement, the Redeveloper shall, on or before the date of Closing, furnish the City, at the Redeveloper's expense, with an irrevocable letter of credit in which the City is designated as beneficiary, to secure the performance and completion of the Public Improvements, or the City may accept at its sole discretion some other form of security from the Redeveloper in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed as set forth in Exhibit E (the "Security"). Letters of credit shall be substantially in the form and content set forth in the Redevelopment Agreement. The Redeveloper shall not start any 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 and approved the irrevocable letter of credit or other form of Security.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Redeveloper and the City's Director of Public Works, as set forth in Exhibit E. If, however, they are unable to agree, the Director of Public Works' estimate shall govern after giving consideration to information provided by the Redeveloper including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of Security. No representations are made as to the accuracy of these estimates, and the Redeveloper agrees to pay the Actual Costs of all such Public Improvements, subject to the provisions of Section 4 of this First Addendum.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the City reserves the right to review and adjust the cost estimate on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the <u>Engineering News Record</u>. If the City adjusts the cost estimate for the Public Improvements, the City shall give written notice to the Redeveloper. The Redeveloper shall, within thirty (30) days after receipt of said written notice, provide the City with a new or amended letter of credit or other form of Security in the amount of the adjusted cost estimates. If the Redeveloper refuses or fails to so provide the City with a new or amended letter of credit or other form of security in the remedies provided for in Section 6 of this First Addendum; provided, however, that prior to increasing the amount of additional security required, the City shall give credit to the Redeveloper for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 8 of this First Addendum or a written extension of time mutually agreed upon by the parties to this First Addendum, the City may draw on the letter of credit or otherwise utilize the Security to complete the Public Improvements called for in this First Addendum. In the event the letter of credit is to expire within fourteen (14) calendar days and the Redeveloper 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 First Addendum or spend such funds to finish the Public Improvements or correct problems with the Public Improvements as the City deems appropriate.

Upon construction and conditional acceptance of logical segments of the Public Improvements, and the approval of the City's Director of Public Works, the Security may be reduced or replaced to an amount equal to 100% of the estimated costs of construction of the remaining Public Improvements plus 10% of the estimated costs of the construction for Public Improvements that have been completed to date and for which the warranty under this Agreement has not expired. For purposes of this Agreement, "conditional acceptance" shall mean acceptance solely to allow the reduction of the Security, and shall not be deemed to commence the warranty period for any improvement or segment of an improvement for which conditional acceptance is obtained. The City shall then retain through the two (2) year warranty period at least ten percent (10%) of the total construction costs of the Public Improvements.

13. INDEMNIFICATION. The Redeveloper shall indemnify and hold harmless the City and the Authority, their 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 Redeveloper, or of any other person or entity for whose act or omission the Redeveloper is liable, with respect to construction of the Public Improvements; and the Redeveloper shall pay any and all judgments rendered against the City and the Authority as the result of any suit, action, or claim, together with all reasonable expenses and attorneys fees incurred by the City and the Authority in defending any such suit, action or claim.

The Redeveloper 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.

14. WAIVER OF DEFECTS. In executing this Agreement the Redeveloper 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 Redeveloper as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this First Addendum.

15. MODIFICATIONS. This Agreement shall not be amended except by subsequent written agreement of the parties.

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

17. CAPTIONS. The captions to this First Addendum are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this First Addendum or any part thereof.

18. BINDING EFFECT. This First Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.

19. INVALID PROVISION. If any provision of this First Addendum 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 First Addendum 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.

20. GOVERNING LAW. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Adams County, Colorado.

21. ATTORNEY FEES. Should this First Addendum become the subject of litigation to resolve a claim of default of performance by the Redeveloper and a court of competent jurisdiction determines that the Redeveloper was in default in the performance of the First Addendum, the Redeveloper shall pay the City's and the Authority's attorney fees, expenses, and court costs.

22. NOTICES. Except as provided herein to the contrary, any notice, request or demand to be given pursuant to this Agreement, shall be in writing and shall be sent by United States certified mail, return receipt requested, or delivered by a reputable overnight courier delivery service, addressed to Redeveloper, the Authority or the City at the following addresses:

To the City:	City Manager 11701 Community Center Drive Box 330061 Northglenn, Colorado 80233
To the Authority:	Debbie Tuttle Executive Director 11701 Community Center Drive Box 330061 Northglenn, Colorado 80233
With a copy to:	Corey Y. Hoffmann, Esq. Hayes, Phillips, Hoffmann & Carberry, P.C. 1530 Sixteenth Street, #200 Denver, CO 80202
To the Redeveloper:	Kevin B. Hawkins 10909 E. Arapahoe Place, Suite 103 Centennial, Colorado 80112
With a copy to:	Bryan Todd, Esq. 358 South Rio Grande, Suite 200 Salt Lake City, UT 84101

All such notices, requests and demands shall be deemed given upon receipt of the addressee (or upon wrongful refusal of attempted delivery). Either Party may, by notice, designate different and/or additional addresses for notices, requests or demands to it. The parties may provide courtesy copies of any notices via facsimile.

23. **INTEGRATION.** Except as modified herein, the Redevelopment Agreement is in full force and effect and is hereby ratified by the City, the Authority and the Redeveloper. In the event of any conflict between the Redevelopment Agreement and this First Addendum, the terms and conditions of this First Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first above set forth.

CITY OF NORTHGLENN, a municipal corporation

Joyce Downing, Mayor

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

NORTHGLENN UBBAN RENEWAL AUTHORITY

Cana

By: Rosie Garner, Chairman

ATTEST

APPROVED AS TO FORM:

Jeff Parker, Authority Attorney

HAWKINS DEVELOPMENT, LLC:

By: Kevin B. Hawkins, Manager

0503/13 WOODHAWK FIRST ADDENDUM TO REDEVELOPMENT AGREEMENT-7.DOC

EXHIBIT A LEGAL DESCRIPTION

WEBSTER LAKE PROMENADE SUBDIVISION

A replat of Lots 1 &2, Holiday park, a part of McElwain Tract, a part of McElwain Tract #2 and Lot 1, Block 1 Northglenn Civic Center Subdivision situated in the N ½ of Section 3, T2S; R68W of the 6th P.M., City of Northglenn, County of Adams, State of Colorado



E. 120TH AVE. SHEET 2 OF 6 SHEET 3 OF SHEET 4 OF 6 SHEET 5 OF 6 SHEET KEY MAP NOT TO SCALE

LEGAL DESCRIPTION.

THE CITY OF NORTHGLENN, A MUNICIPAL CORPORATION, BEING THE OWNER OF THE REAL PROPERTY OF 31,2373 ACRES DESCRIBED AS FOLLOWS:

PART OF THE MCELWAIN TRACT. A SUBDIVISION RECORDED IN FILE 12 AT MAP 40, ADAMS COUNTY RECORDS, A PART OF MCELWAIN TRACT 2, A SUBDIVISION RECORDED IN FILE 12 AT MAP 153, ADAMS COUNTY RECORDS, A PART OF LOT 1 AND LOT 2, HOLIDAY PARK, A SUBDIVISION RECORDED IN FILE 16 AT MAP 427, ADAMS COUNTY RECORDS, ALL OF NORTHGLENN CIVIC CENTER SUBDIVISION, A SUBDIVISION RECORDED IN FILE 18 AT MAP 733, ADAMS COUNTY RECORDES AND A PART OF COMMUNITY CENTER DRIVE AND BEING A PART OF THE NORTH ONE HALF OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE N1/4 CORNER OF SECTION 3, T.2S., R.68W., OF THE 6TH P.M.; THENCE S00°31'46"E ALONG THE WEST LINE OF THE NE 1/4 OF SECTION 3. A DISTANCE OF 58.00 FFFT

THENCE S89°50'25"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, THENCE S89°50'25"E, ALONG THE SOUTH R.O.W. LINE OF EAST 120TH AVENUE A DISTANCE OF 490.16 FEET

THENCE S49°50'25"E, ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 46.00 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF GRANT STREET;

- THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID WESTERLY R.O.W. LINE) THENCE S05°58'56"E A DISTANCE OF 72.80 FEET;
- THENCE S00°09'35"W A DISTANCE OF 302.17 FEET TO A POINT OF CURVE
- 3) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50°03'25", A RADIUS OF 289.67 FEET, AN ARC LENGTH OF 253.07 FEET, A CHORD BEARING OF S28°48'44"W AND A CHORD DISTANCE OF 245.10 FEET: 4) THENCE S53°44'58"W A DISTANCE OF 70.33 FEET;
- 5) THENCE S58°31'55"W A DISTANCE OF 243.35 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF COMMUNITY CENTER DRIVE:

THENCE ALONG THE WESTERLY R.O.W. OF COMMUNITY CENTER DRIVE THE FOLLOWING FIVE (5) COURSES; 1) THENCE ALONG A CURVE TO THE RIGHT, NON-TANGENT TO THE LAST DESCRIBED COURSE,

- HAVING A CENTRAL ANGLE OF 10°03'16", A RADIUS OF 343.20 FEET, AN ARC LENGTH OF 60.23 FEET, A CHORD BEARING OF S25°07'57"W AND A CHORD DISTANCE OF 60.15 FEET: THENCE S30°09'35"W A DISTANCE OF 60.66 FEET TO A POINT OF CURVE:
- 3) THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30°41'21", A RADIUS OF 330.34 FEET, AN ARC LENGTH OF 176.94 FEET, A CHORD BEARING OF S14°48'55"W AND A CHORD DISTANCE OF 174.83 FEET:
- 4) THENCE S00°31'46"E A DISTANCE OF 560.91 FEET TO A POINT OF CURVE: 5) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14°55'31", A RADIUS OF 729.58 FEET, AN ARC LENGTH OF 190.05 FEET, A CHORD BEARING OF S06°56'00"W AND A CHORD DISTANCE OF 189.52 FEET.
- THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY LINE OF NORTHGLENN
- CIVIC CENTER SUBDIVISION;
-) THENCE N84°33'21"W A DISTANCE OF 223.32 FEET:
- THENCE S75°45'59"W A DISTANCE OF 445.46 FEET: THENCE N84°33'21"W A DISTANCE OF 210.00 FEET TO A POINT ON THE EASTERLY R.O.W. LINE OF
- INTERSTATE HIGHWAY 25: THENCE THE FOLLOWING SIX (6) COURSES ALONG THE EASTERLY R.O.W. LINE ON INTERSTATE HIGHWAY 25:
- 1) THENCE N01°14'09"W A DISTANCE OF 330.41 FEET:
- 2) THENCE N02°58'03"E A DISTANCE OF 380.04 FEET;
- 3) THENCE N00°48'29"E A DISTANCE OF 131 27 FEET 4) THENCE N26°38'47"E A DISTANCE OF 67.78 FEET;
- 5) THENCE N03°14'33"E A DISTANCE OF 79.80 FEET;
- 6) THENCE N28°48'35"E A DISTANCE OF 229.93 FEET,
- THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE NORTHERLY LINE OF NORTHGLENN
- CIVIC CENTER SUBDIVISION; 1) THENCE S09°14'56"W A DISTANCE OF 117.28 FEET;
- 2) THENCE S21°57'47"E A DISTANCE OF 107.97 FEET:
- 3) THENCE N68°02'13"E A DISTANCE OF 132.40 FEET,
- 4) THENCE N73°03'59"E A DISTANCE OF 268.00 FEET 5) THENCE S89°50'25"E A DISTANCE OF 130.00 FEET,
- THENCE THE FOLLOWING SIX (6) COURSES ALONG THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED AT RECEPTION NO. 20050113000049660:
- 1) THENCE N00°09'35"E A DISTANCE OF 329.98 FEET,
- 2) THENCE S89°50'25"E A DISTANCE OF 285.92 FEET TO A POINT OF CURVE;
- 3) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, AND ARC LENGTH OF 39.27 FEET, A CHORD BEARING OF S44°50'25"E AND A CHORD DISTANCE OF 35 36 FEET TO A POINT ON THE WEST R O W. LINE OF COMMUNITY CENTER DRIVE 4) THENCE N00°09'35"E ALONG SAID WEST R.O.W. LINE A DISTANCE OF 80.00 FEET TO A POINT OF
- CURVE: 5) THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET A CHORD BEARING OF \$45°09'35"W AND A CHORD
- DISTANCE OF 35.36 FEET:
- 6) THENCE N89°50'25"W A DISTANCE OF 285 92 FEET, THENCE N00°09'35"E ALONG THE SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED AT RECEPTION NO.
- 20050113000049650, A DISTANCE OF 322.33 FEET; THENCE N76°37'46"E ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED AT RECEPTION
- NO. 20050113000049660, A DISTANCE OF 143.76 FEET TO A POINT ON THE WEST LINE OF MCELWAIN TRACT THENCE N00°31'46"W ALONG SAID WEST LINE, A DISTANCE OF 72.63 FEET TO THE POINT OF
- BEGINNING.
- PARCEL CONTAINS (1,360,435 SQUARE FEET) 31.2313 ACRES

Skate City 7 Comfort Suites 128) Q uron 87 sing Park W 116th Ave

OWNERSHIP AND DEDICATION:

THE UNDERSIGNED CERTIFIES TO AND FOR THE BENEFIT OF THE CITY COUNCIL OF NORTHGLENN CITY, COLORADO, THAT AS OF THE DATE SET FORTH BELOW, THE CITY OF NORTHGLENN, A MUNICIPAL CORPORATION BEING THE OWNER OF THE LAND DESCRIBED ABOVE, HAVE GOOD RIGHT AND FULL POWER TO CONVEY, ENCUMBER AND SUBDIVIDE SAME, AND THAT THE PROPERTY IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, EASEMENTS AND RIGHTS-OF-WAY EXCEPT THE 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 NORTHGLENN CITY, 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 WEBSTER LAKE PROMENADE SUBDIVISION AND DO HEREBY DEDICATE AND GRANT TO THE PUBLIC FOREVER AND IN FEE SIMPLE THE ROADS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND DO HEREBY DEDICATE TO NORTHGLENN CITY, AND APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES, THE EASEMENTS AS SHOWN HEREON FOR THE PURPOSES STATED IN COMPLIANCE WITH THE CITY OF NORTHGLENN SUBDIVISION REGULATIONS 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 THIS DAY OF ___ , 20____

THE CITY OF NORTHGLENN, A MUNICIPAL CORPORATION

BY JOYCE DOWNING AS MAYOR

BY: JOHANNA SMALL, AS CITY CLERK

STATE OF COLORADO)) SS

COUNTY OF ADAMS

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF ______, 20_____ BY JOYCE DOWNING, AS MAYOR AND JOHANNA SMALL, AS CITY CLERK OF THE CITY OF NORTHGLENN, A MUNICIPAL CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: NOTARY PUBLIC ADDRESS:

> ENGINEERING Creati 1300 South Potomac Office (303) F-226

WEBSTER LAKE PROMENADE SUBDIVISION

TRACT NO. 2 AND LOT 1, BLOCK 1, NORTHGLENN CIVIC CENTER SUBDIVISION SITUATED IN THE N 1/2 OF SECTION 3, T.2S., R.68W., OF THE 6TH P.M. CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO SHEET 1 OF 6



STANDARD NOTES:

- 1. STREET MAINTENANCE. IT IS MUTUALLY AGREED BY THE SUBDIVIDER AND THE CITY THAT THE DEDICATED PUBLIC WAYS, INCLUDING BUT NOT LIMITED TO STREETS, ROADS, DRIVES AND ALLEYS, 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 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.
- 5. THE RIGHT TO AND USE OF ALL NON-TRIBUTARY GROUNDWATER IS HEREBY DEDICATED TO THE CITY OF NORTHGLENN.
- 6. THE CITY OF NORTHGLENN BEARS NO RESPONSIBILITY FOR ANY UTILITY SERVICE LINES. MAINTENANCE AND CARE OF ALL SANITARY, WATER, AND STORM SERVICE LINES OUTSIDE O DEDICATED EASEMENTS ARE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY.

GENERAL NOTES:

- 1. THIS PLAT WAS PREPARED BASED ON COMMITMENT NO. ABD70351849 PREPARED BY LAND TITLE GUARANTEE COMPANY, WITH AN EFFECTIVE DATE OF OCTOBER 01, 2012, AT 5:00 P.M., AND ON COMMITMENT NO. RJF-2013020133TO PREPARED BY AMERICAN TITLE SERVICES COMPANY AS AGENT FOR TITLE RESOURCES GUARANTY COMPANY WITH NO EFFECTIVE DATE. SAID PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.
- 2. DATE OF FIELD WORK: FEBRUARY 18, 2013.
- 3. DATE OF PLAT PREPARATION: FEBRAURY 25, 2013.
- 4. ALL UNITS ARE IN U.S. SURVEY FEET.
- 5. TRACT "A" IS HEREBY DEDICATED AS OPEN SPACE AND PUBLIC PARK PURPOSES.

SURVEYOR'S CERTIFICATE:

EXHIBIT B

I. CHARLES N. BECKSTROM. DO HEREBY CERTIFY THAT THE SURVEY OF THE BOUNDARY OF WEBSTER LAKE PROMENADE SUBDIVISION WAS MADE UNDER MY SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY REPRESENTS SAID SURVEY.

BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS OF THE COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE, PER THE SURVEY CONTROL DIAGRAM FOR CDOT PROJECT NO. IM 0253-173, DEPOSITED IN THE RECORDS OF ADAMS COUNTY COLORADO IN BOOK 1 AT PAGE 2735 OF LAND SURVEY PLATS, THE NORTH LINE OF THE NE1/4 OF SECTION 3, T.2S., R.68W., OF THE 6TH P.M. BEARS S89°50'25"E, AND IS MONUMENTED BY THE MONUMENTS SHOWN HEREON.

MONUMENTS USED ARE A 5/8"x24" PIN & 1 1/4" YELLOW PLASTIC CAP L.S. NO. 33202.

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.

CHARLES N. BECKSTROM COLORADO P.L.S. NO. 33202



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.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.

PLANNING COMMISSION APPROVAL.

THIS PLAT WAS RECOMMENDED FOR APPROVAL BY THE CITY OF NORTHGLENN, COLORADO, THIS DAY OF , 20____

BY: CHAIRPERSON

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, THE DEDICATION OF PUBLIC LANDS SHOWN HEREON, AND THE DEDICATION OF THE EASEMENTS SHOWN HEREON.

ATTEST

SIGNED THIS _____ DAY OF _____ . 20

BY: JOYCE DOWNING, AS MAYOR

BY: JOHANNA SMALL, AS CITY CLERK

CLERK AND RECORDER'S CERTIFICATE:

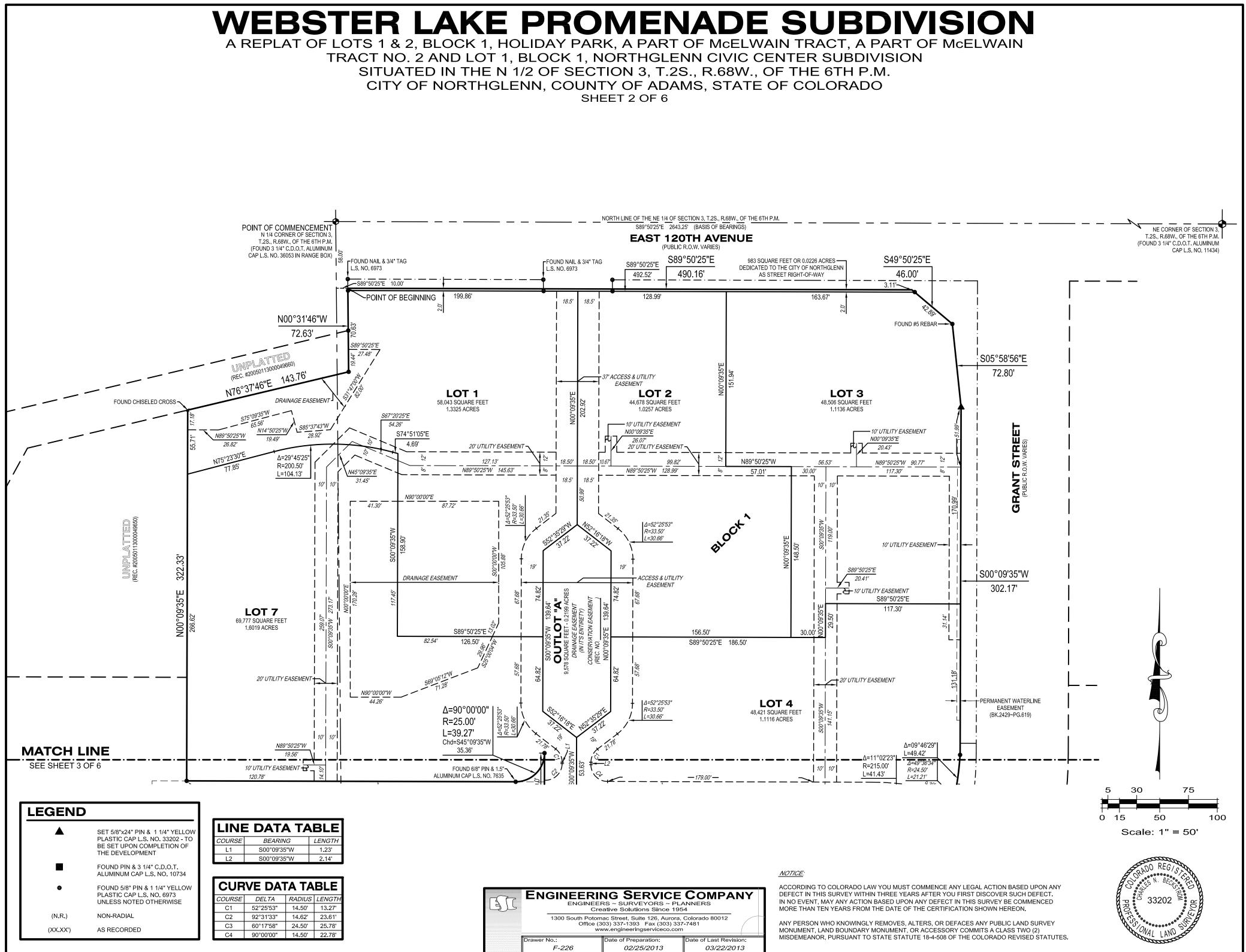
THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER. IN THE STATE OF COLORADO, AT _____M. ON THE _____DAY OF A.D., 20___

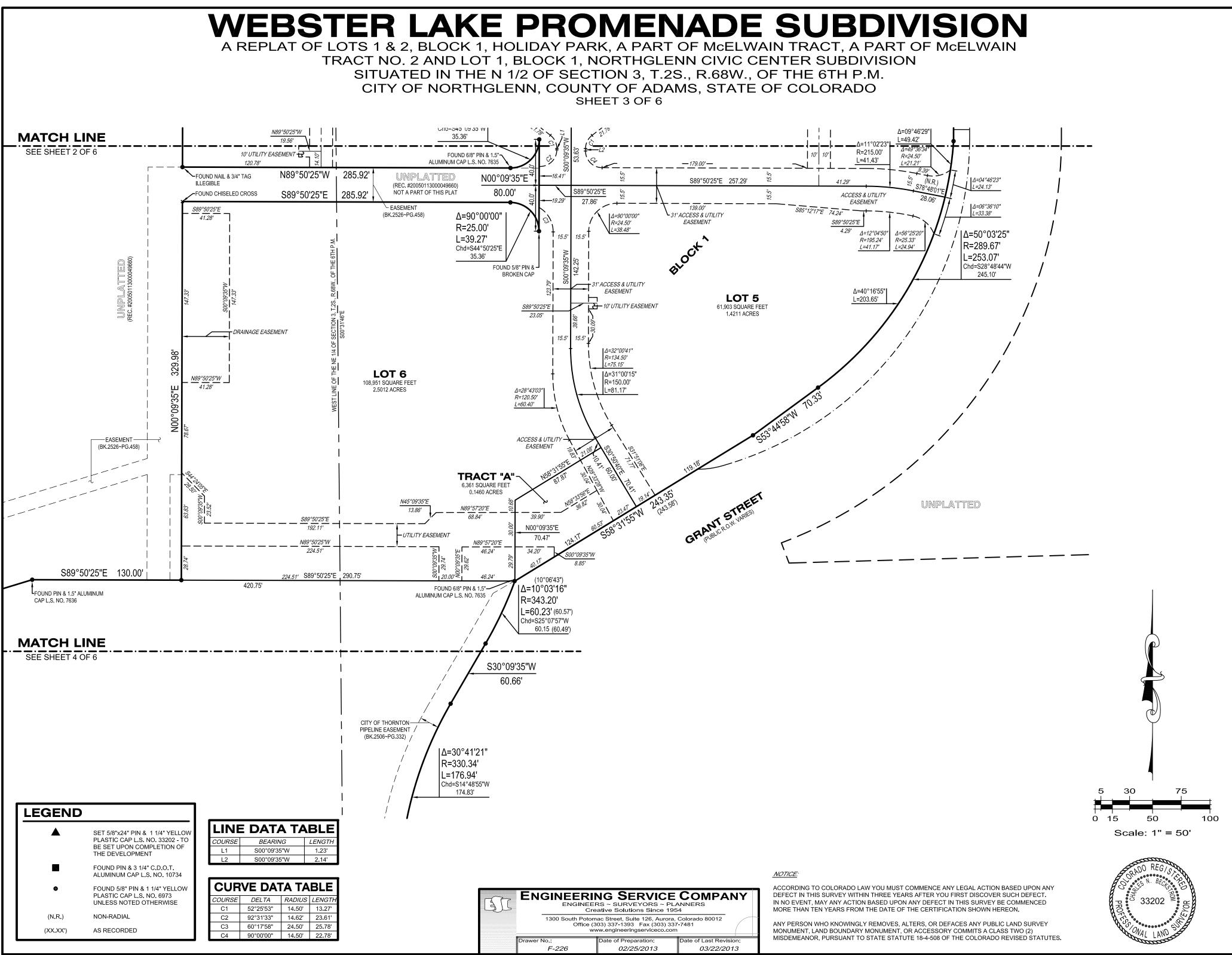
COUNTY CLERK AND RECORDER

DEPUTY

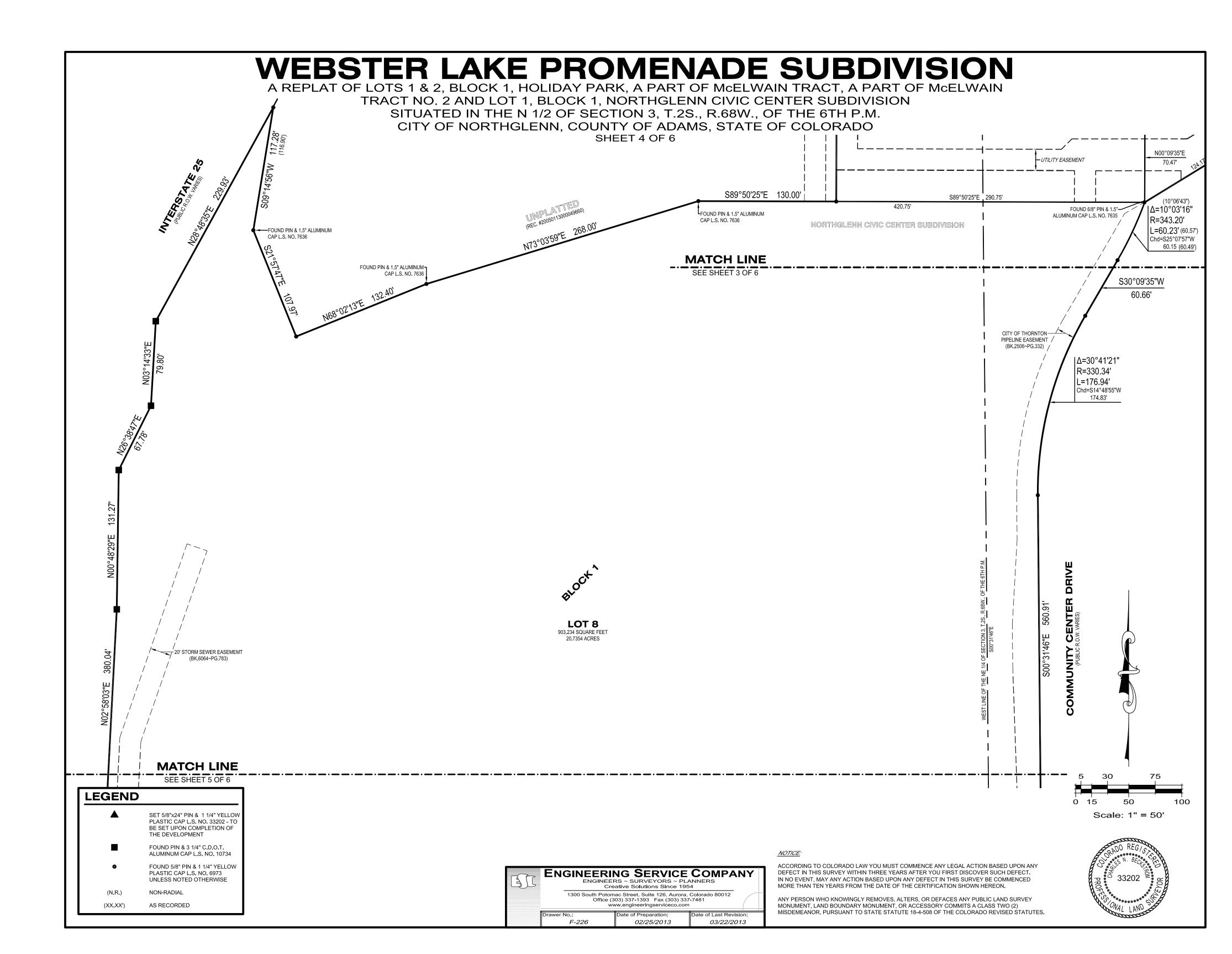
RECEPTION NO .: ____

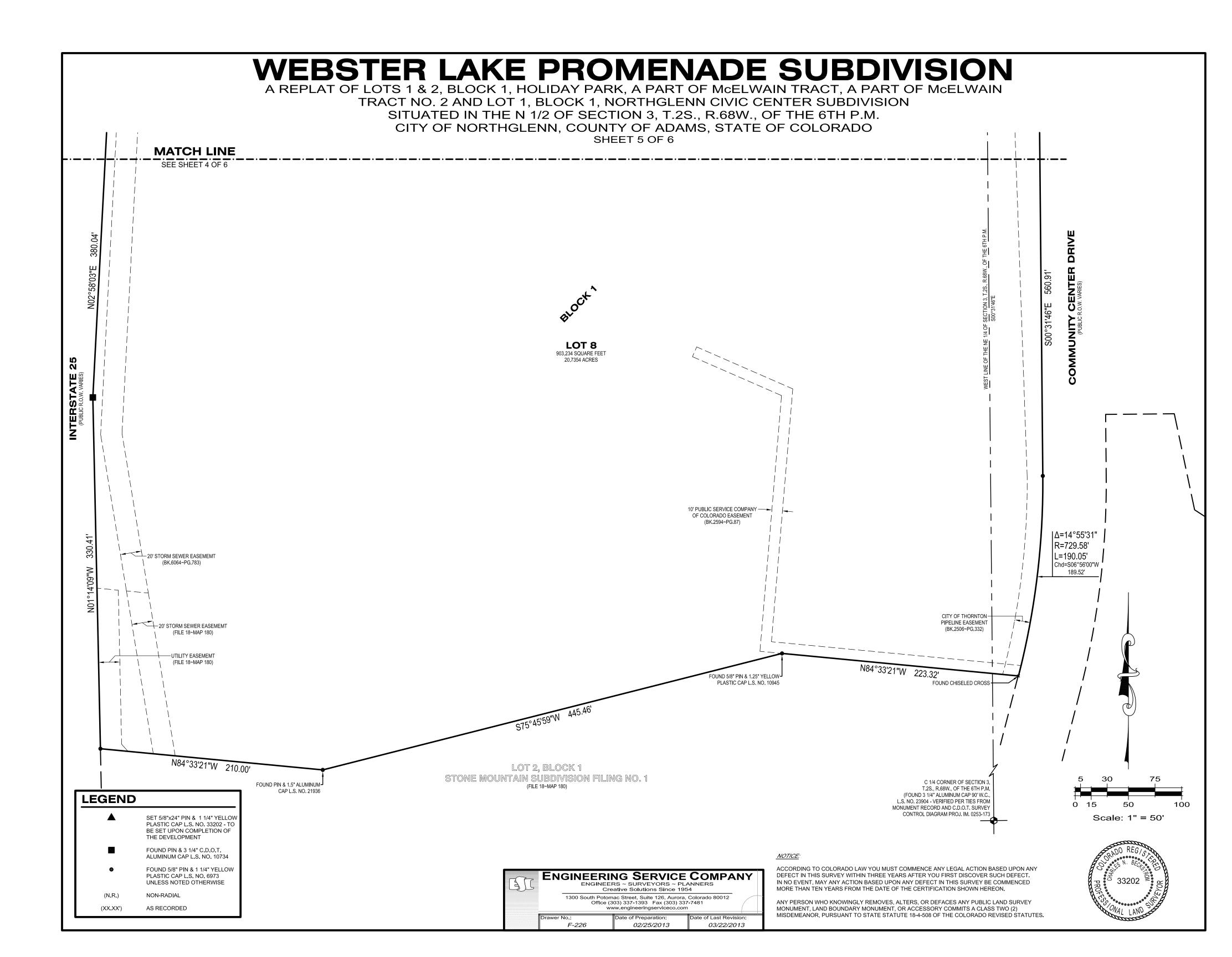
SERVICE COMPANY SURVEYORS ~ PLANNERS e Solutions Since 1954		
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te of Preparation:	Date of Last Revision:	
02/25/2013	03/22/2013	

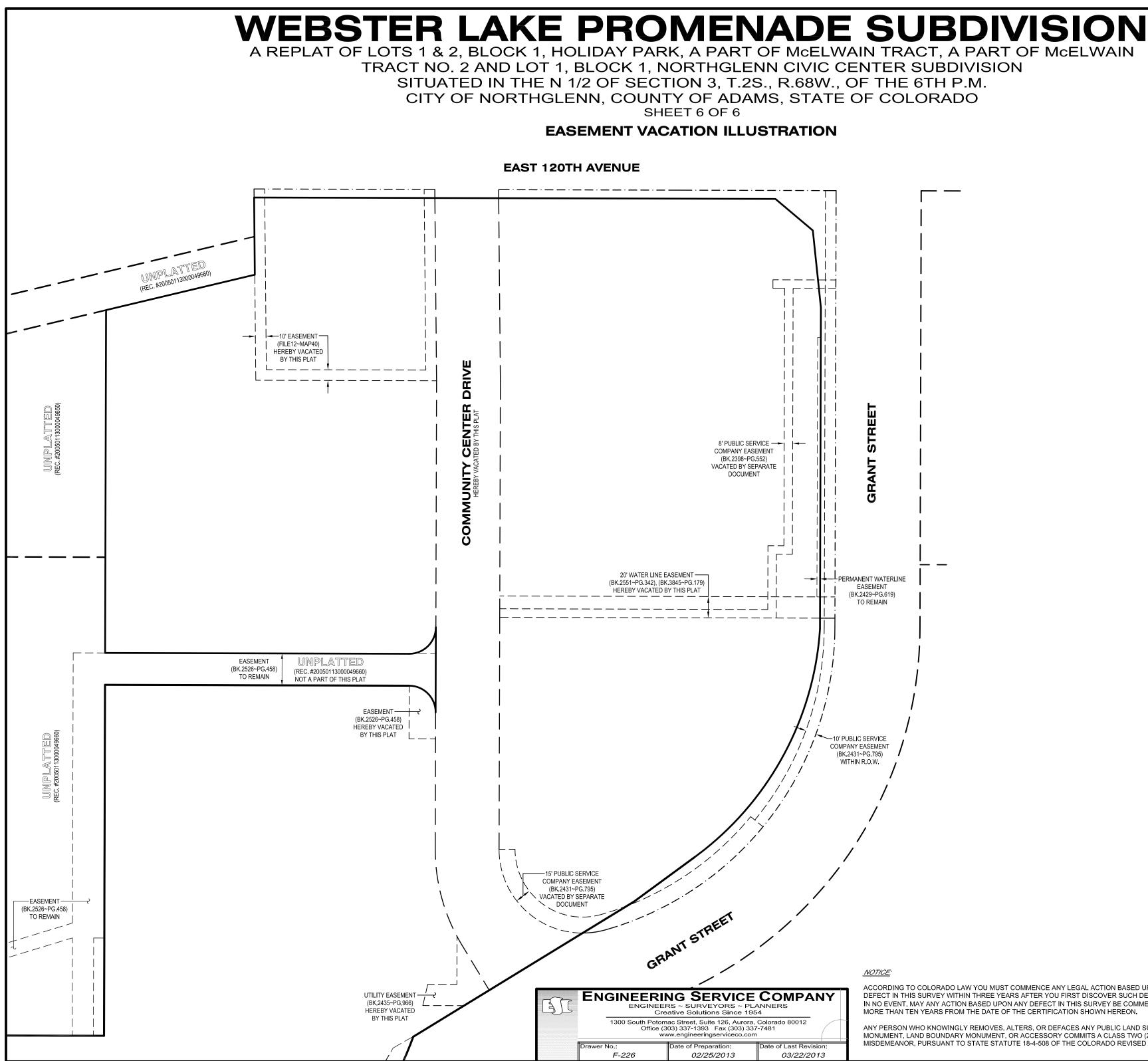


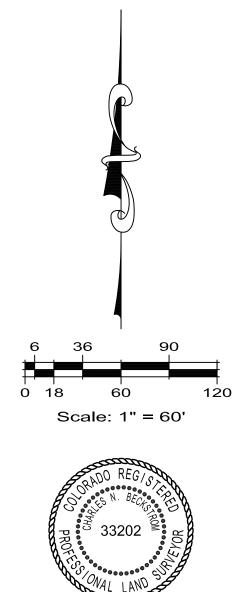


G SERVICE ~ SURVEYORS ~ PLA ve Solutions Since 195	ANNERS	
Street, Suite 126, Aurora, Colorado 80012 337-1393 Fax (303) 337-7481 engineeringserviceco.com		
ate of Preparation:	Date of Last Revision:	
02/25/2013	03/22/2013	









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.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.

EXHIBIT C

PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT WEBSTER LAKE PROMENADE

LOTS 1 & 2, BLOCK 1, HOLIDAY PARK, A PART OF MCELWAIN TRACT AND PART OF MCELWAIN TRACT NO.2 NORTH LINE OF THE NORTHEAST ONE QUARTER OF SECTION 3. TOWNSHIP 2 SOUTH. RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION

Part of the McElwain Tract, a Subdivision recorded in File 12 at Map 40, Adams County Records, a part of McElwain Tract 2, a Subdivision recorded in File 12 at Map 153, Adams County Records, a part of Lot 1 and Lot 2, Holiday Park, a Subdivision recorded in File 16 at Map 427, Adams County Records, all of Northglenn Civic Center Subdivision, a Subdivision recorded in File 18 at Map 733, Adams County Recordes and a part of Community Center Drive and being a part of the North One Half of Section 3, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, described as follows: Commencing at the N1/4 Corner of Section 3, T.2S., R.68W., of the 6th P.M.; Thence S00°31'46"E along the West Line of the NE 1/4 of Section 3, a distance of 58.00 feet: Thence S89°50'25"E a distance of 10.00 feet to the Point of Beginning; Thence S89°50'25"E, along the South R.O.W. Line of East 120th Avenue a distance of 490.16 feet: Thence S49°50'25"E, along said South R.O.W. Line a distance of 46.00 feet to a point on the Westerly R.O.W. Line of Grant Street; Thence the following five (5) courses along said Westerly R.O.W. Line 1) Thence S05°58'56"E a distance of 72.80 feet; 2) Thence S00°09'35"W a distance of 302.17 feet to a point of curve 3) Thence along a curve to the right having a central angle of 50°03'25", a radius of 289.67 feet, an arc length of 253.07 feet, a chord bearing of S28°48'44"W and a chord distance of 245.10 feet; 4) Thence S53°44'58"W a distance of 70.33 feet; 5) Thence S58°31'55"W a distance of 243.35 feet to a point on the Westerly R.O.W. Line of Community Center Drive: Thence along the Westerly R.O.W. of Community Center Drive the following five (5) courses; 1) Thence along a curve to the right, non-tangent to the last described course, having a central angle of 10°03'16", a radius of 343.20 feet, an arc length of 60.23 feet, a chord bearing of S25°07'57"W and a chord distance of 60.15 feet: 2) Thence S30°09'35"W a distance of 60.66 feet to a point of curve; 3) Thence along a curve to the left having a central angle of 30°41'21", a radius of 330.34 feet, an arc length of 176.94 feet, a chord bearing of S14°48'55"W and a chord distance of 174.83 feet: 4) Thence S00°31'46"E a distance of 560.91 feet to a point of curve; 5) Thence along a curve to the right having a central angle of 14°55'31", a radius of 729.58 feet, an arc length of 190.05 feet, a chord bearing of S06°56'00"W and a chord distance of 189.52 feet; Thence the following three (3) courses along the Southerly Line of Northglenn Civic Center Subdivision: 1) Thence N84°33'21'W a distance of 223.32 feet; 2) Thence S75°45'59"W a distance of 445.46 feet; 3) Thence N84°33'21'W a distance of 210.00 feet to a point on the Easterly R.O.W. Line of Interstate Highway 25; Thence the following six (6) courses along the Easterly R.O.W. Line on Interstate Highway 25; 1) Thence N01°14'09"W a distance of 330.41 feet; 2) Thence N02°58'03"E a distance of 380.04 feet; 3) Thence N00°48'29"E a distance of 131.27 feet; 4) Thence N26°38'47"E a distance of 67.78 feet; 5) Thence N03°14'33"E a distance of 79.80 feet; 6) Thence N28°48'35"E a distance of 229.93 feet; Thence the following five (5) courses along the Northerly Line of Northglenn Civic Center Subdivision: 1) Thence S09°14'56"W a distance of 117.28 feet; 2) Thence S21°57'47"E a distance of 107.97 feet; 3) Thence N68°02'13"E a distance of 132.40 feet;

4) Thence N73°03'59"E a distance of 268.00 feet;

5) Thence S89°50'25"E a distance of 130.00 feet;

Thence the following six (6) courses along the Easterly Line of that parcel of land described in instrument recorded at Reception No. 20050113000049660;

1) Thence N00°09'35"E a distance of 329.98 feet;

2) Thence S89°50'25"E a distance of 285.92 feet to a point of curve;

3) Thence along a curve to the right having a central angle of 90°00'00", a radius of 25.00

feet, and arc length of 39.27 feet, a chord bearing of S44°50'25"E and a chord distance of 35.36 feet to a point on the West R.O.W. Line of Community Center Drive;

4) Thence N00°09'35"E along said West R.O.W. Line a distance of 80.00 feet to a point of curve:

5) Thence along a curve to the right having a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet a chord bearing of S45°09'35"W and a chord distance of 35.36 feet;

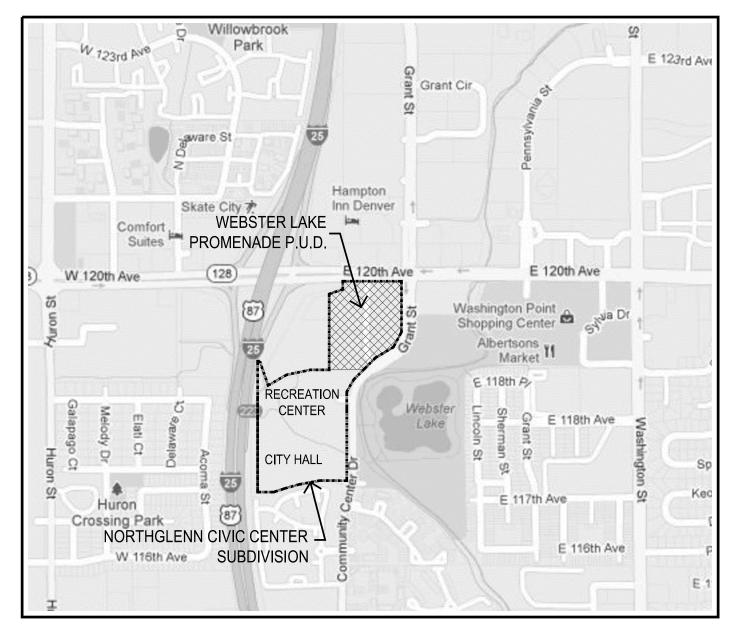
6) Thence N89°50'25'W a distance of 285.92 feet;

Thence N00°09'35"E along the said Easterly Line and along the Easterly Line of a parcel of land described in instrument recorded at Reception No. 20050113000049650, a distance of 322.33 feet;

Thence N76°37'46"E along the Southerly Line of said parcel recorded at Reception No. 20050113000049660, a distance of 143.76 feet to a point on the West Line of McElwain Tract:

Thence N00°31'46"W along said West Line, a distance of 72.63 feet to the Point of Beginning.

Parcel Contains (1,360,435 Square Feet) 31.2313 Acres



LEGAL DESCRIPTION FOR WEBSTER LAKE PROMENADE:

PART OF THE MCELWAIN TRACT, A SUBDIVISION RECORDED IN FILE 12 AT MAP 40, ADA PART OF MCELWAIN TRACT 2, A SUBDIVISION RECORDED AT FILE 12 AT MAP 153, ADAI PART OF LOT1 AND LOT2, HOLIDAY PARK, A SUBDIVISION RECORDED IN FILE 16 AT MA RECORDS, PART OF COMMUNITY CENTER DRIVE AND A PART OF THE NORTH ONE HAL TOWNSHIP 2 SOUTH. RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. COUNTY OF A COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 3, THENCE SOUTH 00 DEGREES 41 MINUTES 21 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST ONE-QUARTER. A DISTANCE OF 58.00 FEET

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 50 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 46.00 FEET THENCE SOUTH 06 DEGREES 08 MINUTES 31 SECONDS EAST, A DISTANCE OF 72.80 FEET THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 302.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE IS 289.67 FEET, THE DELTA OF SAID CURVE IS 50 DEGREES 03 MINUTES 25 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 28 DEGREES 39 MINUTES 09 SECONDS WEST, 245.10 FEET

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 253.07 FEET TO THE END OF SAID CURVE: THENCE SOUTH 53 DEGREES 35 MINUTES 23 SECONDS WEST NON-TANGENT TO THE PREVIOUSLY DESCRIBED CURVE, A DISTANCE OF 70.33 FEET;

THENCE SOUTH 58 DEGREES 24 MINUTES 21 SECONDS WEST, A DISTANCE OF 243.58 FEET THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 290.48 FEET THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 682.31 FEET THENCE NORTH 76 DEGREES 28 MINUTES 11 SECONDS EAST, A DISTANCE OF 143.76 FEET THENCE NORTH 00 DEGREES 41 MINUTES 21 SECONDS WEST PARALLEL WITH THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3, A DISTANCE OF 72.63 FEET TO THE POINT OF BEGINNING.

PROJECT TEA	M:		
DEVELOPER:	Kevin Hawkins Hawkins Development 10909 E. Arapahoe Pl, Suite A103 Centennial, Colorado 80112	ARCHITECT:	Kristoffer Ker SEM Archited 98 Spruce St Denver, Colo 303.220.8900
CIVIL ENGINEER:	Randy Smith Galloway 5300 DTC Parkway, Suite 100 Greenwood Village, CO 80111 303.770.8884	LANDSCAPE ARCHITECT:	Kerry Smees Meuran Desig 700 Colorado Denver, Colo 303.512.0549
SURVEYOR:	Chip Beckstrom Engineering Service Company 1300 S. Potomac Street, Suite 126 Aurora, Colorado 80012 303.337.1393		

MS COUNTY RECORDS,
MS COUNTY RECORDS,
P 427, ADAMS COUNTY
F OF SECTION 3,
DAMS, STATE OF

enton ects Street, Suite 201 lorado 80230 00

ester sign Group do Boulevard, Suite 131 lorado 80220

DAY OF

BY:

AT PAGE

DEPUTY

RECEPTION NO.

INSTRUMENT NO.

CLERK AND RECORDER

MY COMMISSION EXPIRES:

SHEET INDEX: COVER SHEET 1 OF 14 PUD NOTES 2 OF 14 OVERALL PUD BOUNDARY 3 OF 14 SITE PLAN 4 OF 14 **GRADING & DRAINAGE PLAN** 5 OF 14 OVERALL UTILITY PLAN 6 OF 14 LANDSCAPE PLAN 7 OF 14 LANDSCAPE PLAN 8 OF 14 LANDSCAPE NOTES 9 OF 14 LANDSCAPE DETAILS 10 OF 14 **BUILDING B ELEVATIONS** 11 OF 14 12 OF 14 **BUILDING C ELEVATIONS BUILDING G ELEVATIONS** 13 OF 14 14 OF 14 SIGNAGE

OWNER:

I, KEVIN HAWKINS, HEREBY AFFIRM THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREIN, KNOWN AS WEBSTER LAKE PROMENADE.

OWNER		DATE
ACKNOWLEDGED BEFORE ME THIS	DAY OF	, 2013, BY
WITNESS MY HAND AND OFFICIAL SEAL	1	
		NOTARY PUBLIC
MY COMMISSION EXPIRES:		
ENGINEER'S CERTIFICATE:		
I, <u>RANDY SMITH, P.E.,</u> A REGISTERED PF THAT THE GRADING, DRAINAGE AND UT		EER, DO CERTIFY
PROMENADE P.U.D. WERE PREPARED E	BY ME OR UNDER MY	DIRECT SUPERVISION
ENGINEER		DATE
		DATE
APPROVAL LIST:		
PLANNING COMMISSION CHAIRPERSON	1	DATE
DIRECTOR OF PLANNING AND DEVELOP	MENT	DATE
DIRECTOR OF PUBLIC WORKS AND UTIL	ITIES	DATE
MAYOR		DATE
CITY CLERK		DATE
CERTIFICATE OF CLERK AND RECORDE	ER:	
THIS P.U.D. WAS FILED FOR RECORDING	G IN THE OFFICE OF T	HE COUNTY CLERK

AND RECORDER IN THE COUNTY OF ADAMS, STATE OF COLORADO, THIS

. 2013, AND ENTERED IN PLAT BOOK



98 Spruce Street · Suite 201 **Denver CO 80230** 303 220 8900 303 220 0708 Fax www.SEMarchitects.com

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Webster Lake Promena	City of Northglenn Adams County, Colorado	Hawkins Development
Date	lssue	
12-21-2012	PUD 1ST SUBMITTAL	
3-5-2013	PUD RESUBMITTAL	
3-25-2013	PUD RESUBMITTAL	
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Date	• December 21, 2012	
Proj No	• 12051.01	
Title	COVER SHEET	
1	of 1/	1

PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT WEBSTER LAKE PROMENADE LOTS 1 & 2, BLOCK 1, HOLIDAY PARK, A PART OF MCELWAIN TRACT AND PART OF MCELWAIN TRACT NO.2 NORTH LINE OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,

CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

USES: ALLOWED USES

- IN ADDITION TO THOSE SET FORTH IN ARTICLE 19 OF CHAPTER 11 OF THE NORTHGLENN MUNICIPAL CODE, THE FOLLOWING SHALL BE USES-BY-RIGHT
- ALL USES-BY-RIGHT IN C-0, C-1 AND C-3 ZONE
- LOUNGES AND TAVERNS
- RESTAURANTS, INCLUDING THOSE WITH DRIVE-THRU SERVICES AND/OR LIVE MUSIC VENUE
- HEALTH, FITNESS AND EXERCISE FACILITIES, INCLUDING DAY SPAS
- PROHIBITED USES; ANY USES EXCLUDED IN THE DEED RESTRICTIONS OF COVENANTS, CONTROLS AND RESTRICTIONS (CCR'S)
- GAS/SERVICE STATIONS OR CAR WASHES, BOTH OPEN BAY AND WHERE
- THE PRIMARY WASH FUNCTION IS ENCLOSED WITHIN A STRUCTURE.
- NOT-FOR-PROFIT, FRATERNAL, HOUSE OF WORSHIP OR INSTITUTIONAL USES
- THRIFT, SECOND-HAND, PAWN AND OTHER BUSINESSES SELLING PREVIOUSLY OWNED OR DEEPLY DISCOUNTED MERCHANDISE INCLUDING DOLLAR STORES, VARIETY STORES OR PRICE POINT RETAILERS THAT SELL INEXPENSIVE ITEMS, USUALLY WITH A SINGLE PRICE POINT FOR ALL ITEMS IN THE STORE
- SEXUALLY ORIENTED BUSINESSES AS DESCRIBED AND REGULATED BY CHAPTER 11, ARTICLE 54 OF THE NORTHGLENN ZONING ORDINANCE
- AUCTION HOUSE, FIRE SALE OR BANKRUPTCY SALE (EXCEPT PURSUANT TO COURT ORDER), PROVIDED THAT ANY OCCUPANT THAT IN FACT GOES OUT OF BUSINESS MAY HOLD ONE GOING OUT OF BUSINESS SALE LIMITED TO FOUR WEEKS IN DURATION. BAIL BONDS BUSINESS.
- BODY PIERCING SHOPS
- HEAD SHOP (DRUG PARAPHERNALIA).
- 0. MASSAGE PARLOR,
- 11. MORTUARY, CREMATORIUM OR FUNERAL HOME.
- 12. PUBLIC OR PRIVATE NUISANCES (PREMISES EMITTING OR RESULTING IN STRONG, UNUSUAL OR OFFENSIVE ORDERS, FUMES, DUST OR VAPORS, NOISE OR SOUNDS WHICH ARE OBJECTIONABLE OR CREATING A HAZARDOUS CONDITION) (EXCEPT BACKGROUND MUSIC FOR PUBLIC SPACES).
- 13. SURPLUS, SALVAGE OR LIQUIDATION STORE (SUCH AS GOODWILL, SALVATION ARMY OR GOVERNMENT SURPLUS STORE). 14. TATTOO SHOPS.
- 15. CALL CENTER.
- 16. UNEMPLOYMENT OFFICE.
- 17. SALE OR CONSUMPTION OF MARIJUANA
- 18. WAREHOUSE, EXCEPT AS INCIDENTAL TO ANY RETAIL BUSINESS OPERATION

CONDITIONAL USES:

- OTHER USES WHICH MAY BE DIRECTLY RELATED TO THE NATURE OF THIS PLANNED UNIT DEVELOPMENT WHICH HAVE NOT BEEN PREVIOUSLY ALLOWED, BUT ARE CONSIDERED BY THE CITY MANAGER OR THEIR DESIGNEE TO BE CONSISTENT WITH THE DEVELOPED AREA
- AND IN GENERAL HARMONY WITH THE SURROUNDING LAND USES. ALL PROPOSED CONDITIONAL USES MUST ADHERE TO THE REGULATION, PROCESSES AND FEES AS DESCRIBED IN CHAPTER 11, ARTICLE 30 OF THE NORTHGLENN ZONING ORDINANCE.

THE CITY HALL AND RECREATION CENTER PROPERTIES DEPICTED AS LOT 8 ON THIS P.U.D. SHALL REMAIN IN THEIR CURRENT FORM UNTIL A SUBSEQUENT P.U.D. AMENDMENT IS APPROVED BY THE CITY COUNCIL FOR A FUTURE PHASE OF THE PROJECT.

STANDARD NOTES:

- THE CITY OF NORTHGLENN RESERVES THE RIGHT TO PERIODICALLY REVIEW THIS P.U.D. FOR CONFORMANCE WITH ITS PROPOSED CONSTRUCTION SCHEDULE AND WHEN APPROPRIATE, REZONE THIS PROPERTY TO A DIFFERENT ZONING CLASSIFICATION.
- ALL WATER AND SANITARY SEWER CONSTRUCTION SHALL CONFORM TO THE CITY OF NORTHGLENN UTILITY STANDARDS AND SPECIFICATIONS
- ALL UTILITY TAPS SHALL BE SUPERVISED AND INSPECTED BY THE CITY OF NORTHGLENN PERSONNEL
- ALL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN CONFORMANCE WITH THE CITY OF NORTHGLENN PUBLIC RIGHT-OF-WAY STANDARDS AND SPECIFICATIONS AT THE TIME OF CERTIFICATE OF OCCUPANCY.
- ALL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SHALL MEET THE
- REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT OF 1990. PRIOR TO ISSUANCE OF BUILDING PERMIT(S), THE CITY MUST REVIEW
- AND APPROVE THE FOLLOWING:
- GRADING AND DRAINAGE PLAN AND REPORT
- EROSION CONTROL PLAN
- WATER AND SANITARY SEWER UTILITY CONSTRUCTION PLANS LANDSCAPE PLAN

COMPLETE CONSTRUCTION PLANS FOR ALL REQUIRED PUBLIC MPROVEMENTS, GUTTER, SIDEWALK AND TRAILS, ON AND ADJACENT TO THIS SITE.

INTENT AND MODIFICATIONS: THE P.U.D. INDICATES THE INTENDED DEVELOPMENT PATTERN

CONFIGURATION AND USES AT THE TIME OF SUBMITTAL AND APPROVAL.

THE SITE PLAN INDICATES THE ACCESS, CIRCULATION AND GENERAL PARKING CONFIGURATION AS WELL AS THE INTENDED BUILDING PAD LOCATIONS AND GENERAL FOOTPRINT CONFIGURATION. FINAL DESIGN OF INDIVIDUAL BUILDINGS WILL BE DEEMED COMPLIANT IF THEY SUBSTANTIALLY MEET THE APPROVED SITE PLAN.

DESIGNS THAT REQUIRE MINOR MODIFICATIONS TO THE APPROVED SITE PLAN, MAY BE APPROVED BY THE DIRECTOR OF PLANNING, PROVIDED THAT THE PROPOSED DESIGN MEETS THE OVERALL DEVELOPMENT PATTERN, STANDARDS AND DESIGN INTENT

ADDITIONS TO THE PROJECT (WHETHER AT ONCE OR FROM TIME TO TIME) OF UP TO 15% (IN THE AGGREGATE) OF THE ORIGINAL APPROVED SQUARE FOOTAGE OF THE PROJECT ("QUALIFIED ADDITIONS") WILL BE DEEMED MINOR CHANGES," WHICH MAY BE REVIEWED AND GIVEN FINAL APPROVAL BY THE CITY PLANNING STAFF ("STAFF") WITHOUT THE REQUIREMENT OF ANY PUBLIC HEARING OR CITY COUNCIL APPROVAL, PROVIDED THAT THE APPLICATION FOR APPROVAL THEREOF SHALL INCLUDE WRITTEN DOCUMENTATION FROM THE FOLLOWING QUALIFIED PROFESSIONALS THAT THE QUALIFIED ADDITION AND THE PROPOSED USE THEREOF CAN BE FULLY SERVED BY THE EXISTING PROJECT INFRASTRUCTURE, AND THAT THE QUALIFIED ADDITION WILL COMPLY IN ALL RESPECTS WITH THE REQUIREMENTS OF THE PUD AND CC&RS:

1. A COLORADO LICENSED ARCHITECT'S STATEMENT THAT THE QUALIFIED ADDITION COMPLIES WITH ALL DESIGN STANDARDS AND BUILDING REQUIREMENTS OF THE PUD AND CCRS

2. A COLORADO LICENSED CIVIL ENGINEER'S STATEMENT THAT THE EXISTING STORM AND SANITARY SYSTEMS AND CULINARY WATER SYSTEM (INCLUDING CAPACITY AND PRESSURE) ARE ADEQUATE TO SERVICE THE QUALIFIED ADDITION: AND

3. A COLORADO LICENSED TRAFFIC ENGINEER'S STATEMENT THAT THE EXISTING PARKING, DRIVE AISLES AND CURB CUTS ARE ADEQUATE TO HANDLE THE ADDITIONAL TRAFFIC GENERATED BY THE QUALIFIED ADDITION.

TOTAL DEVELOPMENT AREAS, PARKING COUNTS AND QUANTITATIVE MEASURES SHALL MEET THE APPROVED DEVELOPMENT STANDARDS

CONSTRUCTION SCHEDULE:

THE SITE WILL DEVELOP IN A LOGICAL SEQUENCE, MANAGED WITH THE GOAL OF OPENING ALL OF THE PROPOSED BUILDINGS EITHER CONCURRENTLY OR WITH A 24-MONTH PERIOD FOLLOWING THE INITIAL BUILDING OPENING(S)

THE FOLLOWING MILESTONES ARE ANTICIPATED TO OVERLAP, WITH ALL PORTIONS COMPLETED OVER AN 18-24 MONTH TIME PERIOD:

<u>SEQUENCE A. MONTHS 1-12</u> – PUBLIC IMPROVEMENTS AND SITE DEVELOPMENT; OVERLOT GRADING, UTILITIES, PARKING, LANDSCAPING AND SITE LIGHTING TO BACK-OF-CURB AT BUILDING PADS

<u>SEQUENCE B, MONTHS 4-12</u> – BUILDINGS C & G; CORE & SHELL CONSTRUCTION

SEQUENCE C. MONTHS 8-24 – PAD BUILDINGS* A, B, D, E & F AND TENANT IMPROVEMENTS IN BUILDINGS C & G

*PAD BUILDINGS A, B, D, E & F WILL BE DESIGNED, PERMITTED AND CONSTRUCTED BY THE INDIVIDUAL USER(S) AND THEREFORE, FOLLOWING SEQUENCE A, THEIR SCHEDULES ARE INDEPENDENT OF EACH OTHER AND OF THE REMAINDER OF THE PROJECT

PUBLIC IMPROVEMENTS:

PUBLIC IMPROVEMENTS IDENTIFIED BY THE DESIGN OF THIS PROJECT INCLUDE:

IMPROVEMENT 120 th IMPROVEMENTS	COST \$141,402	PHASE PHASE 1
GRANT STREET IMPROVEMENTS	\$60,465	PHASE 1
ONSITE CITY INFRASTRUCTURE	\$302,163	PHASE 1

DEVELOPMENT STANDARDS:

1. GENERAL OVERVIEW a. The design intent is to develop the property as indicated on the Planned Unit Development (PUD). This would include the primary pedestrian environment of sidewalks, plazas & patios, along with landscaping, site lighting, and project monument signage.

b. Minor Modifications that require minor amendments to the approved Planned Unit Development (PUD) may be approved by the City Manager or their designee, provided that the proposed design meets the overall development pattern, design intent, and development standards as prescribed herein.

c. Individual building areas, parking count and other quantitative measures, within 15% of the measures approved within this PUD, shall be deemed compliant. A Minor Amendment shall be any proposed re-development or change to the approved PUD as shown in this document and the approved Civil Construction documents that does not exceed 15% of the approved square footage, parking and other infrastructure systems, including but not limited to traffic, drainage, water and sewer and other utilities shall be reviewed as a Minor Amendment.

d. The individual building designs will be controlled by the "Webster Lake Promenade Vision Book & Design Guidelines" which will reside as an addendum to the Covenants, Controls, and Regulations (CC&R's) controlling development activities on the site and as may change from time to time.

e. Design review will be enforced by the developer and their designated design professionals.

f. Common area use, operations, and maintenance are controlled by the "Webster Lake Promenade Covenants, Controls, and Restrictions" which are incorporated into the PUD and Subdivision for this project. The referenced CC&R's for this project

- include, but are not limited to: i. Cross Parking
- ii. Cross Access / Shared Access
- PUD
- iv. Specific Details of Tenant Signage v. Common Area Maintenance Including: Building Grease Traps, Trash Collection, Recycling, Snow Removal, Etc.
- vi. Landscape Maintenance

2. PARKING AND VEHICULAR CIRCULATION a. In the event any tenant requires the use of shopping carts or similar devices, adequate facilities for their storage and containment is required and shall not cause the overall parking requirements to fall below City Parking Standards (cite reference) per 11-33-6.

b. Landscaped islands and medians shall be a minimum of 10 feet wide from flow line to flow line, except in limited areas. Each typical landscape island of 10 foot X 18 feet shall have 1 deciduous canopy tree. A landscape island shall be required when a single row of parking exceeds 15 spaces.

c. Parking lots shall be screened from view from public streets by use of landscaped buffers. Continuous screening, 30-inches in height, is required for any parking area directly abutting a public ROW.

d. Trash enclosures placed in the parking lots shall be set within a landscaped island to protect the structure and provide areas for landscape buffering. Trash enclosures shall not be constructed of the following materials:

i. Wood ii. Vinyl screening/fencing iii. "Chain Link" fencing material

e. Parking requirements for the development shall be in conformance with Article 11-33-6 Off Street Parking Requirements.

3. TENANT SIGNAGE a. Each tenant will be allowed signage on each of their frontages in the amount of 2 S.F. of sign per linear foot of frontage, with a maximum allowance per sign of 100 S.F. and a minimum sign area per frontage of 40 S.F.

b. A tenant's frontage is the exterior building facade that is oriented toward the public view of the tenants space, including public R.O.W., access drives and parking fields, as well as internal open spaces between buildings.

4. SIDEWALKS AND PEDESTRIAN ENVIRONMENT a. In order to allow for the placement of street furniture such as benches and pots and the use of street trees and pedestrian lighting, the minimum width from building face to curb face shall be 15 feet. b. No patio or outdoor dining arrangement, at the front of any building or abutting a primary pedestrian walkway, shall encroach on the 15 foot minimum sidewalk width by more than 50%.

iii. Joint Signage and Project Identification Details outside of those provided in the

vii. Use of Common Area Plazas for Events and Promotions viii. Use of Common Area Plazas for the display of Public Art

5. ARCHITECTURE

a. Each building of the development shall incorporate a similar level of architectural detailing on all sides. Blank walls void of architectural details or other variation are prohibited. Four-sided design shall be achieved by meeting the requirements below. i. A single, large, dominant building mass shall be avoided.

ii. Buildings shall be designed to reduce apparent mass by dividing facades into a series of smaller components.

iii. No individual component shall have a horizontal length of more than 70 feet. Components shall be distinguished from one another by two or more of the following

1. Variations in roof form or variations in roof height of two feet or more; 2. Changes in wall plane of 8" or more;

- 3. Variations in the arrangement of windows;
- 4. Recognizable changes in texture, surface colors, or finish materials iv. Glazing shall be maintained without interior or exterior obstructions that limit visibility (with exception of decorative windows on the rears or ends of buildings) including, but not limited to, window signs, interior shelving, or window coverings (excluding window shades or blinds) during hours of business operation.
- v. Buildings shall feature architectural details on entry side of structure. A combination of at least two or more of the following techniques shall be used:
- 1. Canopy, portico, archway, arcade, or similar projection that provides architectural interest and protection for pedestrians:
- 2. Prominent tower, dome, or turret for each building or building group;
- 3. Sloped roof;
- 4. Projecting or recessed entry;
- 5. A majority or predominance of windows or glazing

6. Outdoor features, such as seat walls, permanent landscape planters with integrated benches; or architectural detailing at pedestrian view level. vi. The following materials are required as the primary exterior building material;

- Brick, integrally colored concrete masonry units, and stucco. vii. The following materials are prohibited for use on exterior building walls:
- 1. Un-textured tilt-up concrete panels;
- 2. Corrugated metal;
- 3. Mirrored or reflective glass, except in limited decorative ways comprising no more that 25 percent of the exterior building walls;
- 4. Wood is prohibited as the primary building material excepting standalone tenants that use wood as part of a signature design. Wood shall be acceptable as decorative or accent application.

b. All rooftop equipment shall be screened by materials 6" higher than the highest piece of equipment.

c. All utilities (water, gas, electric, etc.) shall be screened by walls, berming and or dense landscaping.

6. LIGHTING

a. Exterior lighting shall be used to emphasis entryways and architectural features. All light sources shall be screened from view of adjacent properties and public rights-ofway.

7. LANDSCAPING

a. Landscaping standards shall conform to the City of Northglenn Zoning Ordinance Article 11-6-13 Landscaping with the exception of provisions provided below.

b. Landscape installation shall be in conformance with the approved landscape plan as part of the approved PUD. No reduction of greater than 10% of the overall quantities of landscaping material, as provided on the approved PUD, shall be allowed without a formal amendment to the PUD document. Species of landscaping plants and materials may be substituted but may not include any species currently (or in the future) prohibited by the City of Northglenn.

c. In an effort to promote overall water conservation a total of 40% of the required quantities of landscaping may be comprised of hardscape, non-living, decorative materials.

DEVELOPMENT STANDARDS: BUILDING SETBACKS: MAJOR ARTERIAL STREET (120¹¹) 20' MINIMUM ARTERIAL STREET (GRANT) 15' MINIMUM COLLECTORS & INTERIOR DRIVES (FROM 15' MINIMUM CURB-LINE) INTERIOR LOT LINES 10' MINIMUM PARKING SETBACKS: FROM STREETS 15' MINIMUM INTERIOR LOT LINES 5' MINIMUM BUILDING HEIGHT: 60' MAXIMUM PARKING REQUIRED: (COMMON PARKING W/ CROSS PARKING EASEMENT) RETAIL USES 1:200 S.F. GLA **OFFICE & SERVICES BUSINESSES** 1:300 S.F. GLA 1:100 S.F. GLA RESTAURANT USES DAYCARE / PRESCHOOL 1:400 S.F. GLA

1. DRIVE-THRU EQUIVALENT; EA. 20' OF QUEUE = 1 SPACE



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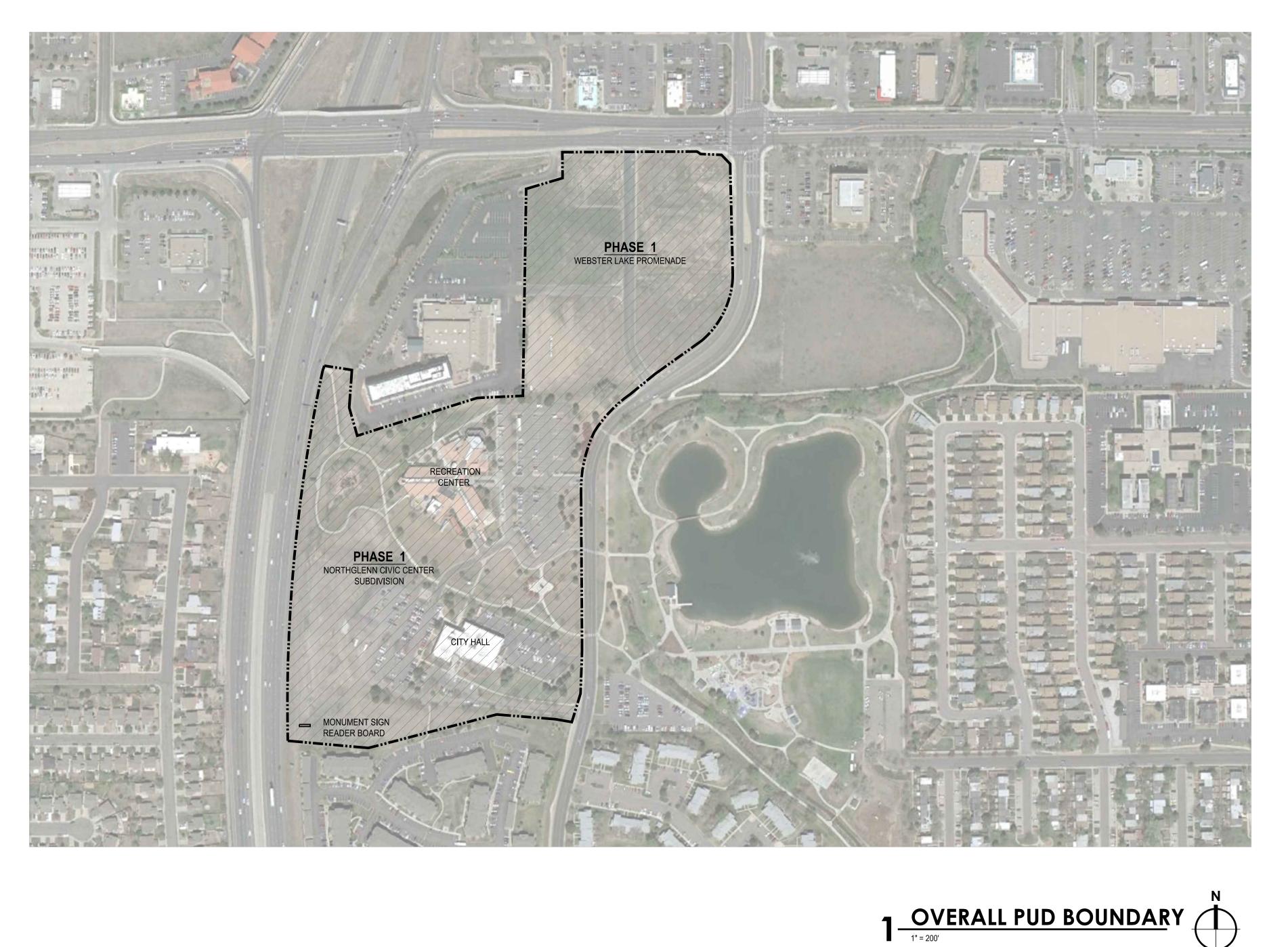
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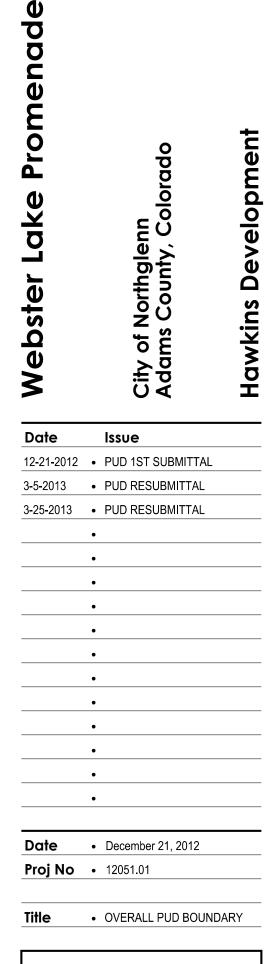
PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT WEBSTER LAKE PROMENADE

LOTS 1 & 2, BLOCK 1, HOLIDAY PARK, A PART OF McELWAIN TRACT AND PART OF McELWAIN TRACT NO.2 NORTH LINE OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

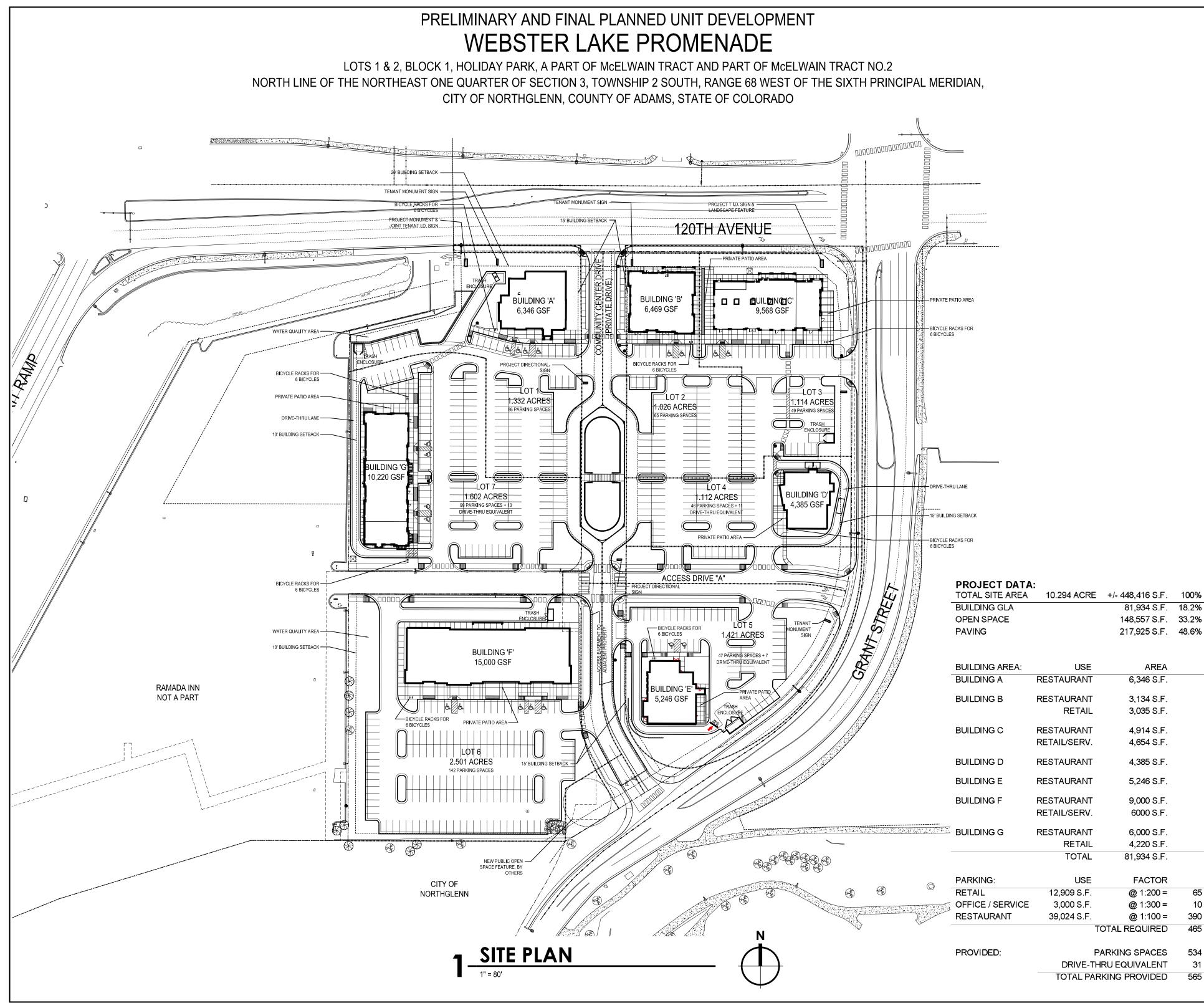




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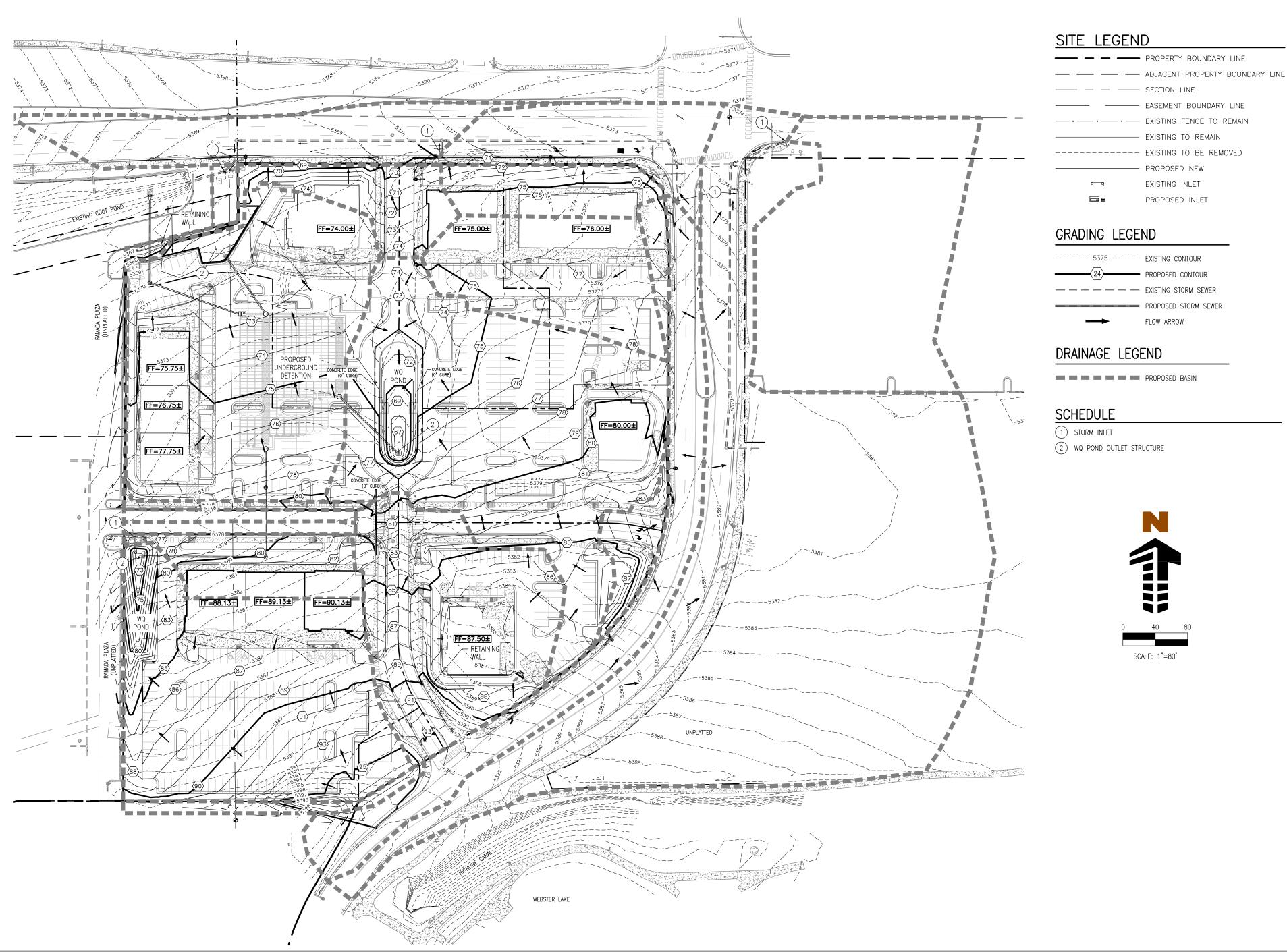
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PLANNED UNIT DEVELOPMENT WEBSTER LAKE PROMENADE

LOTS 1 & 2, BLOCK 1, HOLIDAY PARK, A PART OF MCELWAIN TRACT AND PART OF MCELWAIN TRACT NO.2 NORTH LINE OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO





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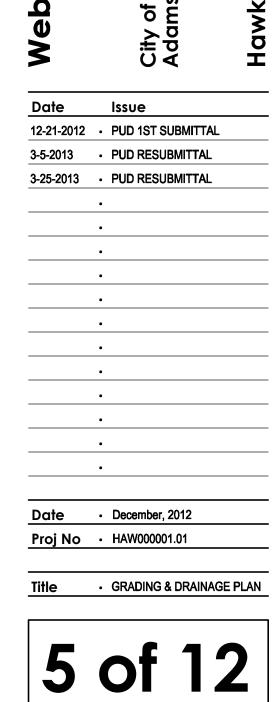
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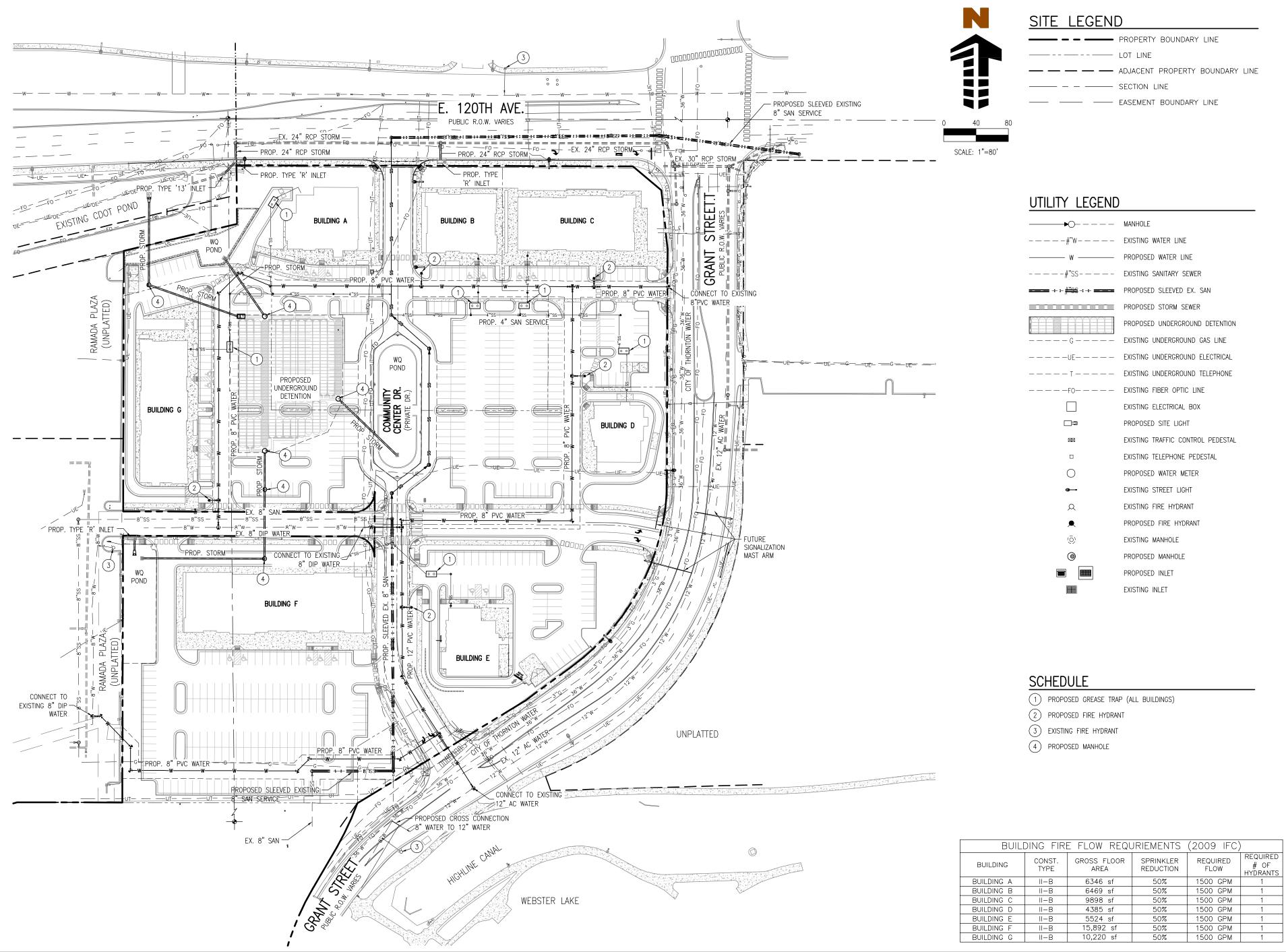
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PLANNED UNIT DEVELOPMENT WEBSTER LAKE PROMENADE

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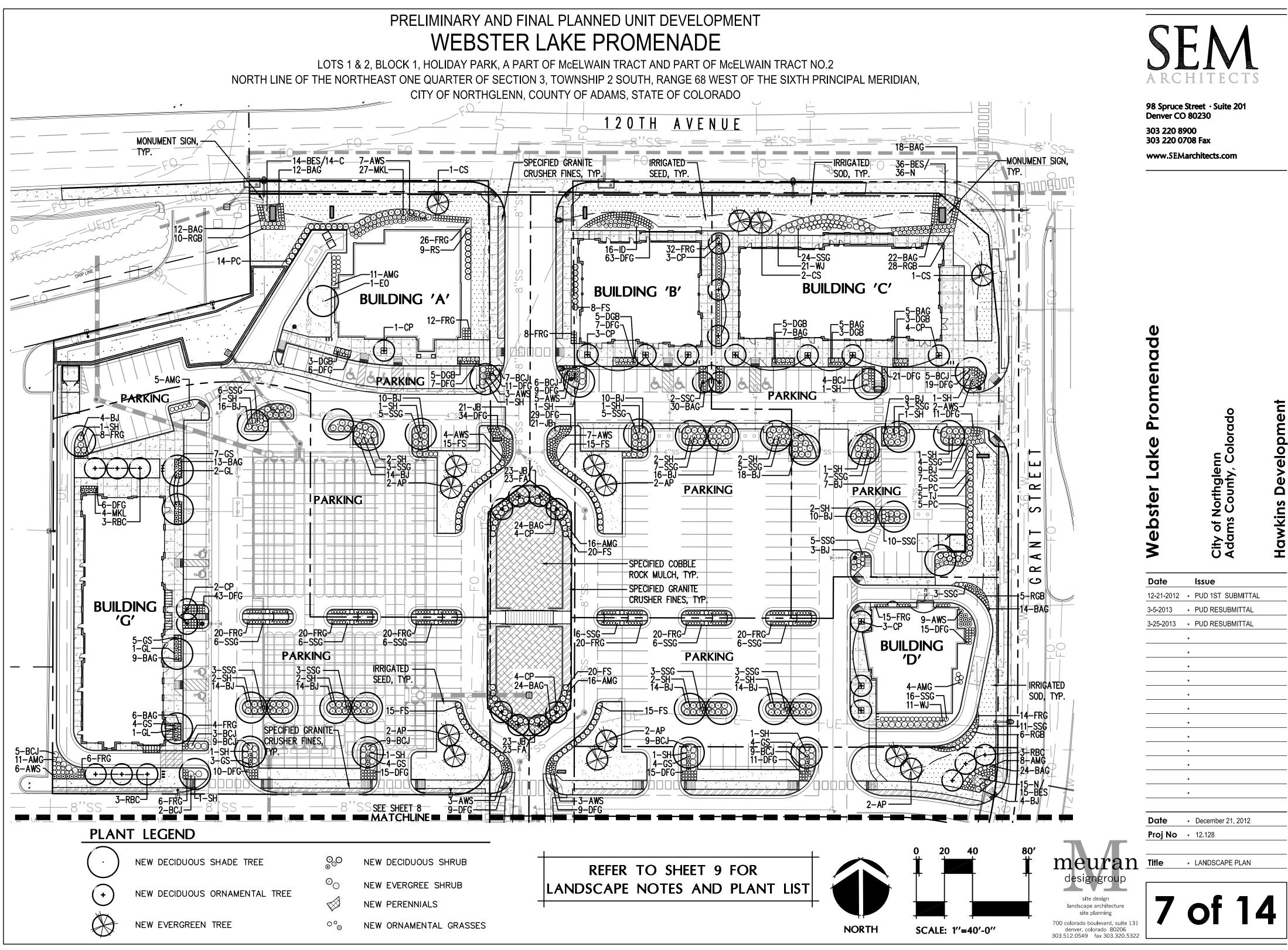
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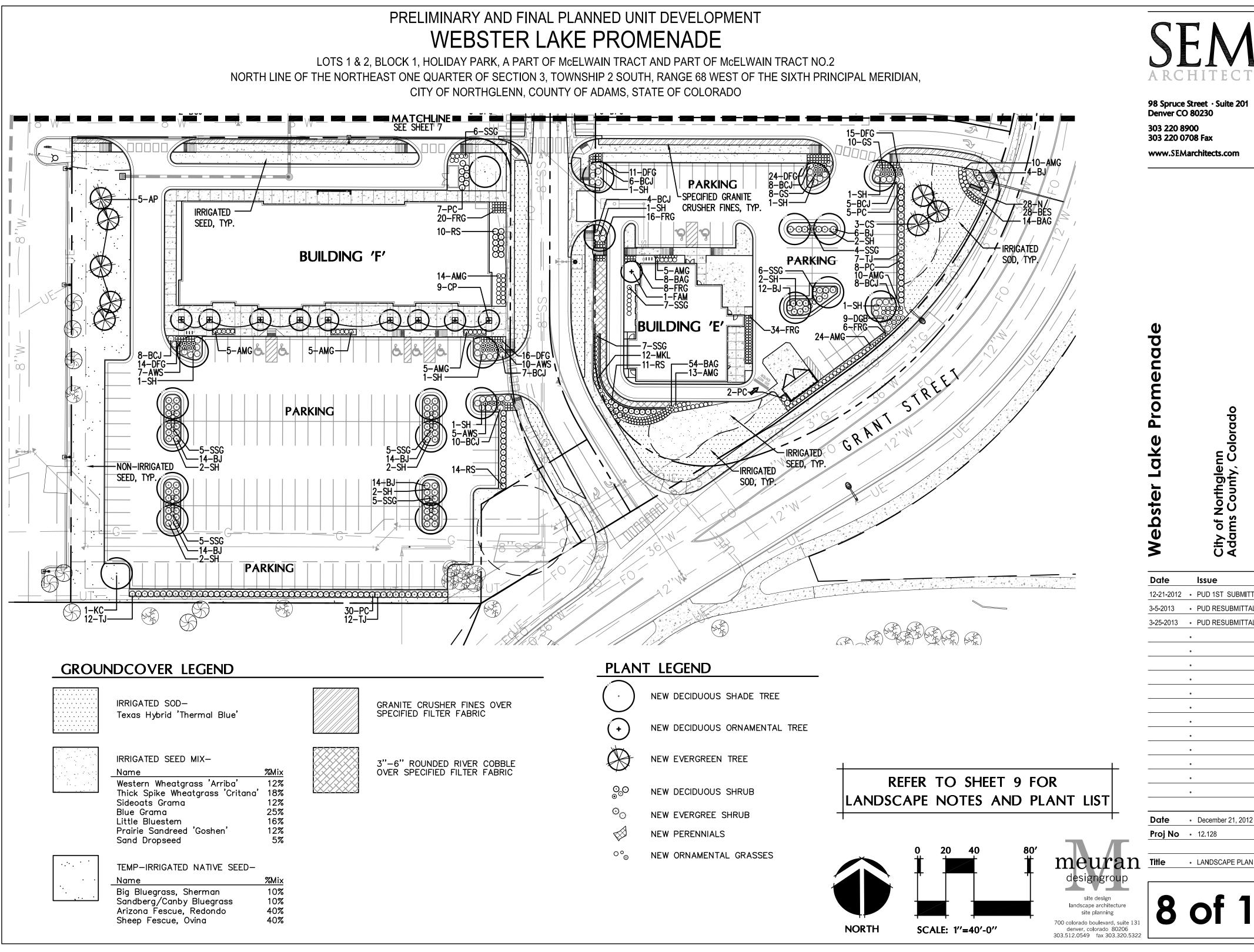
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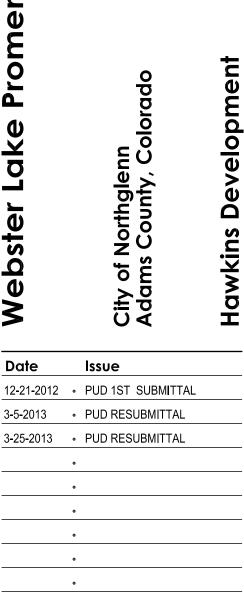
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LANDSCAPE PLAN

PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT WEBSTER LAKE PROMENADE

LOTS 1 & 2, BLOCK 1, HOLIDAY PARK, A PART OF MCELWAIN TRACT AND PART OF MCELWAIN TRACT NO.2 NORTH LINE OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

	PLAN	NT LI												
	QTY.	SYM.	COMMON/ BOTANIC NAME	SIZE	COMMENTS		QTY.	SYM.	COMMON/ BOTANIC NAME	SIZE	COMMENTS			
	60		DECIDUOUS SHADE TREES				469		EVERGREEN SHRUBS					
	١	SH	Shademaster Honeylocust Gleditsia triacanthos var. inermis 'Shademaster'	2" cal.	Specimen quality, full crown, B&B, staked	3		BJ	Buffalo Juniper Juniperus sabina 'Buffalo'	5 gal.	container, 18"—24" spread plant 4' o.c.			
\bigcirc)	GL	Glenleven Linden Tilia 'Glenleven'	2" cal.	Specimen quality, full crown, B&B, staked			BCJ	Blue Chip Juniper Juniperus horizontalis 'Blue Chip'	5 gal.	container, 18"—24" spread plant 4' o.c.			
		KC	Kentucky Coffeetree Gymnocladus dioica	2" cal.	Specimen quality, full crown, B&B, staked			WJ	Wilton Juniper Juniperus horizontalis 'Wilton'	5 gal.	container, 18"—24" spread plant 4' o.c.			
		EO	English Oak Quercus robur	2" cal.	Specimen quality, full crown, B&B, staked			TJ	Tammy Juniper Juniperus sabina 'Tamariscifolia'	5 gal.	container, 18"—24" spread plant 4' o.c.			
	45		ORNAMENTAL TREES				321/144	6	PERENNIALS/ORNAMENTAL GRASS	S				
(°+)		FAM	Flame Amur Maple , Acer ginnala Flame	1—1/2" cal.	- Specimen quality, clump form, B&B, staked			BES	Black—Eyed Susan Rudbeckia fulgida 'Goldsturm'	1 gal.	container, plant 18" o.c.			
\bigcirc		CP	Chanticleer Pear Pyrus calleryana 'Chanitcleer'	1—1/2" cal.	Specimen quality, full crown, B&B, staked	V		JB	Jupiter's Beard Centranthus ruber	1 gal.	container, plant 18" o.c.			
		SSC	Spring Snow Crabapple Malus Spring Snow	1—1/2" cal.	Specimen quality, full crown, B&B, staked			FA	Fall Aster Aster 'Prof. Kippenburg'	1 gal.	container, plant 18" o.c.			
		TCH	Thornless Cockspur Hawthorn Crateagus crus—gali inermis	1—1/2" cal.	Specimen quality, clump form, B&B, staked			Ν	Catmint Nepeta 'Walker's Low'	1 gal.	container, plant 18" o.c.			
		RBC	Red Baron Crabapple Malus Red Baron	1—1/2" cal.	Specimen quality, full crown, B&B, staked	0		FRG	Feather Reed Grass Calamagrostis, acut.	1 gal.	container, plant 24" o.c.			
,	22		EVERGREEN TREES						'Karl Foerster'	1				
(A)		AP	Austrian Pine Pinus nigra	6'—8'ht.	Specimen quality, full form, B&B, guyed			BAG	Blue Avena Grass Helictotrichon sempervirens	1 gal.	container, plant 24" o.c.			
XXX		CS	Colorado Spruce Picea pungens	6'—8'ht.	Specimen quality, full form, B&B, guyed			DFG	Dwarf Fountain Grass Pennisetum alopecuroides 'Hameln'	1 gal.	container, plant 24" o.c.			
		PP	Pinon Pine Pinus cembroides edulis	6' – 8' ht.	Specimen quality, full form, B&B, guyed			SSG	Shenandoah Switch Grass Panicum virgatum	1 gal.	container, plant 36" o.c.			
	514		DECIDUOUS SHRUBS						'Shenandoah'					
©⊕ ⊙		AWS	Anthony Waterer Spirea Spiraea 'Anthony Waterer'	5 gal.	container, 5 canes min. 3' ht., plant 3' o.c.			AMG	Adagio Maiden Grass Miscanthus sinensis	1 gal.	container, plant 36" o.c.			
÷		RGB	Rose Glow Barberry Berberis thunbergii 'Rose Glow'	5 gal.	container, 5 canes min. 4' ht., plant 3' o.c.				'Adagio''					
		MKL	Miss Kim Lilac Syringa patula 'Miss Kim'	5 gal.	container, 5 canes min. 3' ht., plant 3' o.c.		LA	NDS	CAPE NOTES					
		DGB	Dwarf Golden Barberry Berberis thunbergii 'Tiny Gold'	5 gal.	container, 5 canes min. 3' ht., plant 3' o.c.		1.	AND O	SHRUB, PERENNIAL, DTILLED WITH CLASS I					
		ID	Isanti Dogwood Cornus sericea 'Isanti'	5 gal.	container, 5 canes min. 18"ht., plant 3'o.c.		ORGANIC COMPOST AT THE I FEET. THIS PREPARATION S		THIS PREPARATION SHALL BE	RATE OF 4 CUBIC YARDS PER 1,000 SQUARE SHALL BE THOROUGHLY INCORPORATED INTO				
		GS	Goldmound Spirea Spiraea 'Goldmound'	5 gal.	container, 5 canes min. 3' ht., plant 3' o.c.		2.	THE TOP 6" OF SOIL. 2. ALL LANDSCAPE INCLUDING THE TEMF		-IRRIGATEI) SEED AREAS SHALL BE			
		FS	Fragrant Sumac Rhus aromatica	5 gal.	container, 5 canes min. 5' ht., plant 4' o.c.		WATERED BY AN UNDERGROUND IRRIGATED TURF AREAS LESS TH	ED BY AN UNDERGROUND AUTO TED TURF AREAS LESS THAN 25	UND AUTOMATIC IRRIGATION SYSTEM. ALL S THAN 25' WIDTH SHALL HAVE A POP-UP					
		RS	Russian Sage Perovskia atriplicifolia	5 gal.	container, 5 canes min. 5'ht., plant 4'o.c.			SPRAY SYSTEM AND ALL IRRIGATED WIDTH SHALL HAVE A ROTARY POP- COVERAGE. ALL SHRUB BEDS SHALI		SYSTEM	PROVIDING HEAD TO HEAD			
		CL	Chinese Lilac Syringa chinensis	5 gal.	container, 5 canes min. 10' ht., plant 4' o.c.		OR POP-UP HEAD SYSTEM. ALL SEPARATELY ZONED SPRAY SYSTE WILL HAVE A SEPARATELY ZONED SHALL HAVE A RAIN SENSOR SHU			ATED SEE	D AREAS WILL HAVE A –IRRIGATED SEED AREAS			
		PC	Peking Cotoneaster Cotoneaster lucidus	5 gal.	container, 5 canes min. 6'ht., plant 4'o.c.					AY SYSTEI	M. THE IRRIGATION SYSTEM			
		RS	Regent Serviceberry Amelanchier 'Regent'	5 gal.	container, 5 canes min. 6' ht., plant 4' o.c.		3.	MAINLI	IRF AND SHRUB BEDS SHALL BE	C SOLVEN	T WELD PIPE SIZED			

- MAINLINE AND LATERALS SHALL BE PVC SOLVENT WELD PIPE SIZED TO MAINTAIN VELOCITY BELOW 5 F.P.S. ALL HEADS SHALL BE DESIGNED AND ADJUSTED TO MINIMIZE OVERSPRAY ONTO WALKWAYS AND ROADWAYS.
- 4. SIDEWALKS SHALL BE CONSTRUCTED OF CONCRETE AND PARKING TO BE CONSTRUCTED OF ASPHALT.
- 5. ALL SHRUB BEDS SHALL BE CONTAINED WITH STEEL EDGER. STEEL EDGER NOT REQUIRED AT CURB, WALK, OR BUILDING. PLACE STEEL EDGER BETWEEN WOOD AND ROCK MULCHES.
- 6. ALL SHRUB/ORNAMENTAL GRASS BEDS AND LANDSCAPE AREAS ADJACENT TO THE BUILDING SHALL HAVE 3" DEPTH SPECIFIED 3/4" CRUSHED GRANITE ROCK MULCH OVER SPECIFIED FILTER FABRIC.
- 7. ALL PERENNIAL BEDS SHALL HAVE 4" DEPTH WESTERN RED CEDAR WOOD MULCH. DO NOT PLACE FILTER FABRIC UNDER WOOD MULCH.
- 8. SEE GROUNDCOVER LEGEND FOR IRRIGATED AND NON-IRRIGATED SEED MIX.
- 9. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR LENGTH.



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Promenade Hawkins Development olorado City of Northglenn Adams County, C Date lssue

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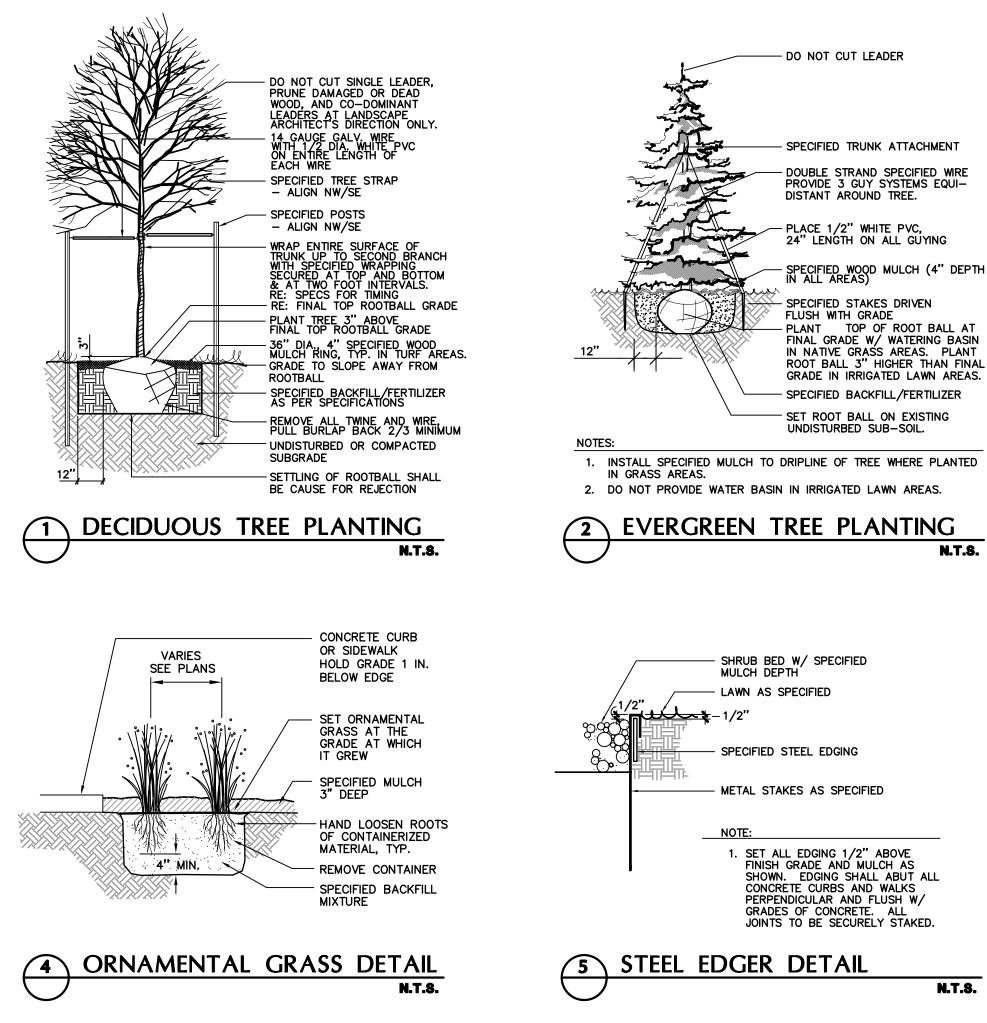
Webster

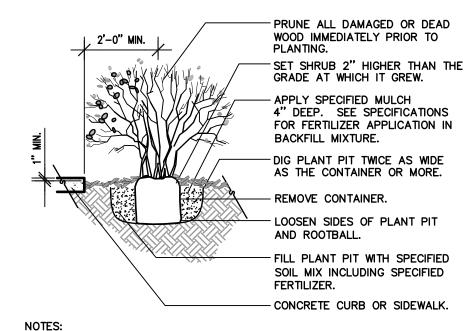
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meuran	Title	•	LANDSCAPE NOTES
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designeroup			
site design landscape architecture			
site planning			
700 colorado boulevard, suite 131 denver, colorado 80206			

PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT WEBSTER LAKE PROMENADE

LOTS 1 & 2, BLOCK 1, HOLIDAY PARK, A PART OF MCELWAIN TRACT AND PART OF MCELWAIN TRACT NO.2 NORTH LINE OF THE NORTHEAST ONE QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO





- 1. ANY BROKEN OR CRUMBLING ROOTBALL WILL BE REJECTED. REMOVING THE CONTAINERS WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALLS.
- 2. HOLD GRADE 1" BELOW EDGE OF WALK OR CURB. THIS DETAIL SHALL ALSO APPLY TO PERENNIAL FLOWERS IN CONTAINER.
- 3. ALL JUNIPER PLANTS SHOULD BE PLANTED SO TOP OF ROOT MASS OCCURS AT FINISH GRADE OF MULCH LAYER.

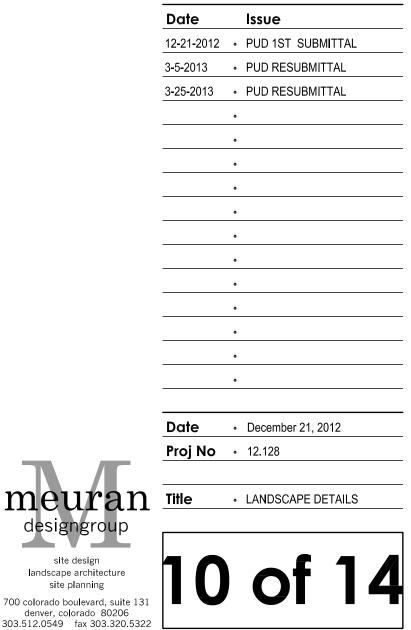
SHRUB PLANTING DETAIL N.T.S.

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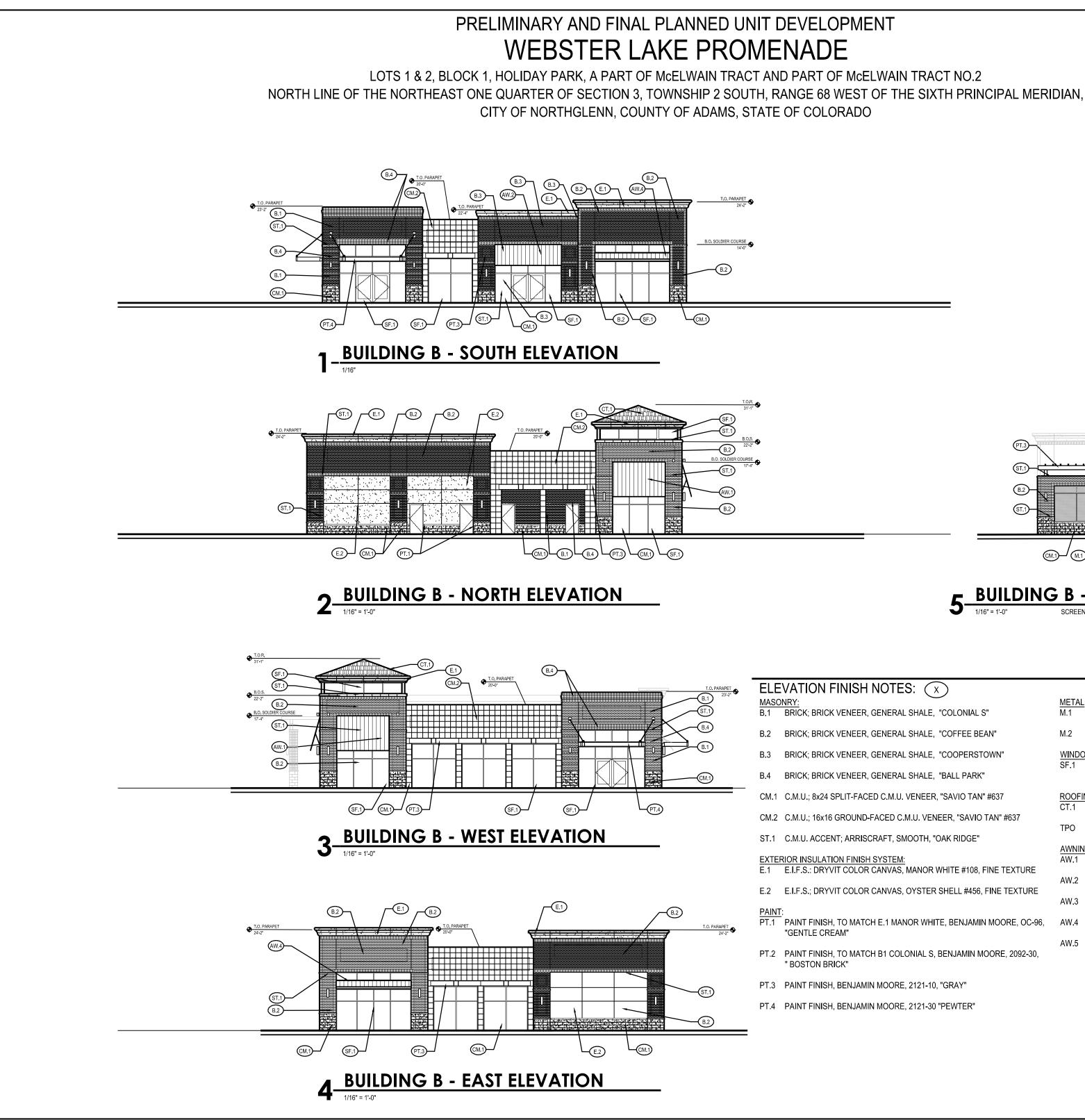
Development Hawkins



designgroup

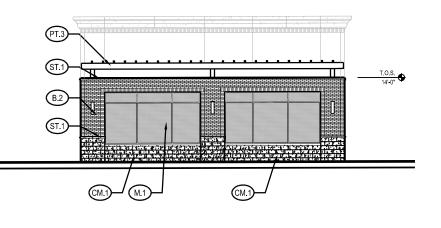
site design

landscape architecture site planning





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BUILDING B - NORTH ELEVATION 5

SCREEN WALL

olorado City of Northglenn Adams County, C

Promenade

Lake

Webster

ELEVATION FINISH NOTES: X

- B.1 BRICK; BRICK VENEER, GENERAL SHALE, "COLONIAL S"
 - BRICK; BRICK VENEER, GENERAL SHALE, "COFFEE BEAN"
 - BRICK; BRICK VENEER, GENERAL SHALE, "COOPERSTOWN"
 - BRICK; BRICK VENEER, GENERAL SHALE, "BALL PARK"
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- PT.2 PAINT FINISH, TO MATCH B1 COLONIAL S, BENJAMIN MOORE, 2092-30, " BOSTON BRICK"
- PT.3 PAINT FINISH, BENJAMIN MOORE, 2121-10, "GRAY"
- PT.4 PAINT FINISH, BENJAMIN MOORE, 2121-30 "PEWTER"

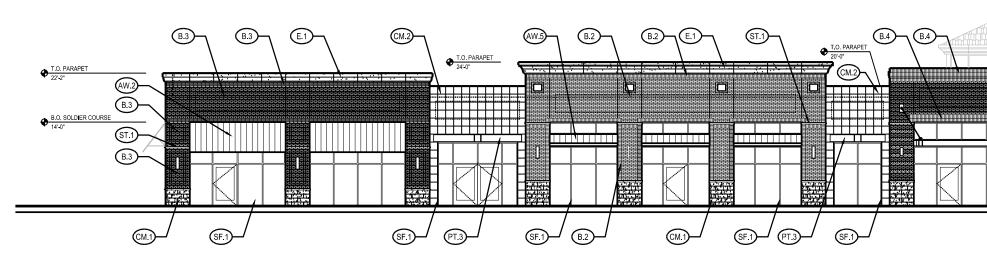
- METAL M.1 PERFERATED METAL
- M.2 COPPER
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- TPO INTEGRALLY COLORED T.P.O. ROOFING, TAN COLOR.
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- AW.2 CANVAS AWNING; SUNBRELLA, PLUM STYLE 4674 "WHEAT"
- AW.3 CANVAS AWNING; SUNBRELLA, PLUM STYLE 4608 "BLACK"
- AW.4 CANVAS AWNING; SUNBRELLA, PLUM STYLE 4622 "TERRA COTTA"
- AW.5 CANVAS AWNING; SUNBRELLA, PLUM STYLE 4668 "ASPEN"

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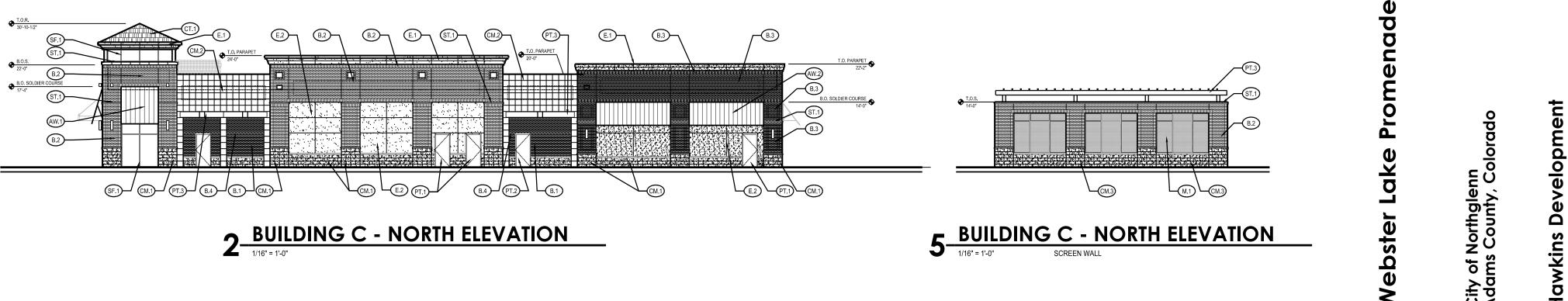
11 of 14

PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT WEBSTER LAKE PROMENADE

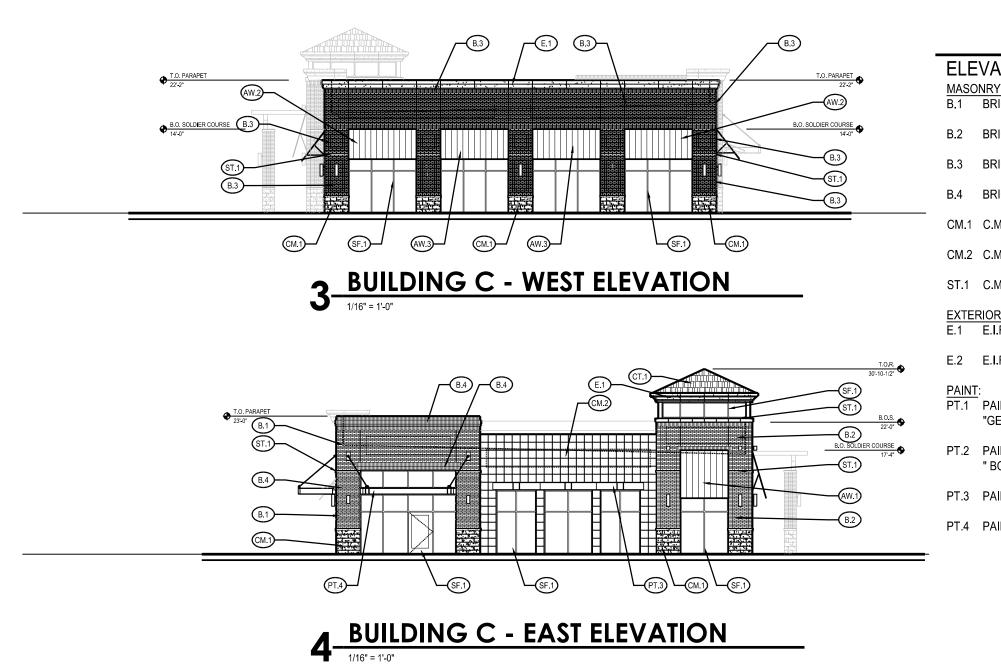
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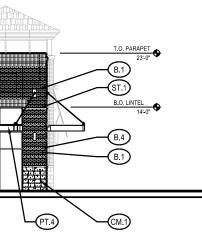


1-BUILDING C - SOUTH ELEVATION











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ELEVATION FINISH NOTES: X

- BRICK; BRICK VENEER, GENERAL SHALE, "COLONIAL S"
- BRICK; BRICK VENEER, GENERAL SHALE, "COFFEE BEAN"
- BRICK; BRICK VENEER, GENERAL SHALE, "COOPERSTOWN"
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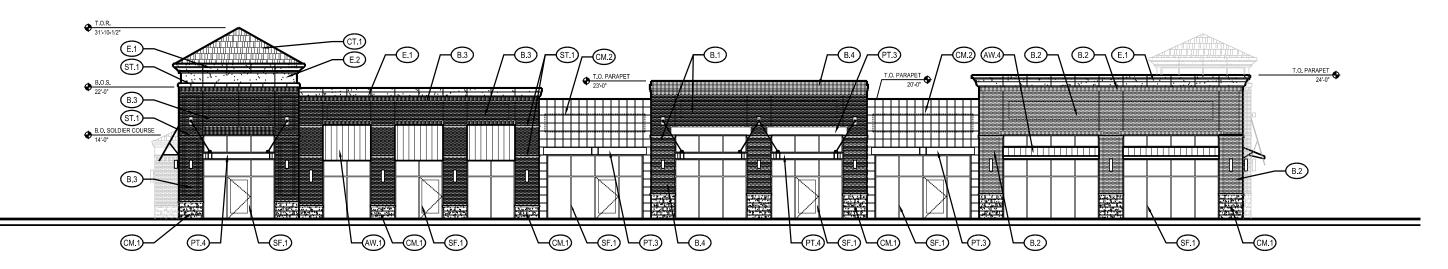
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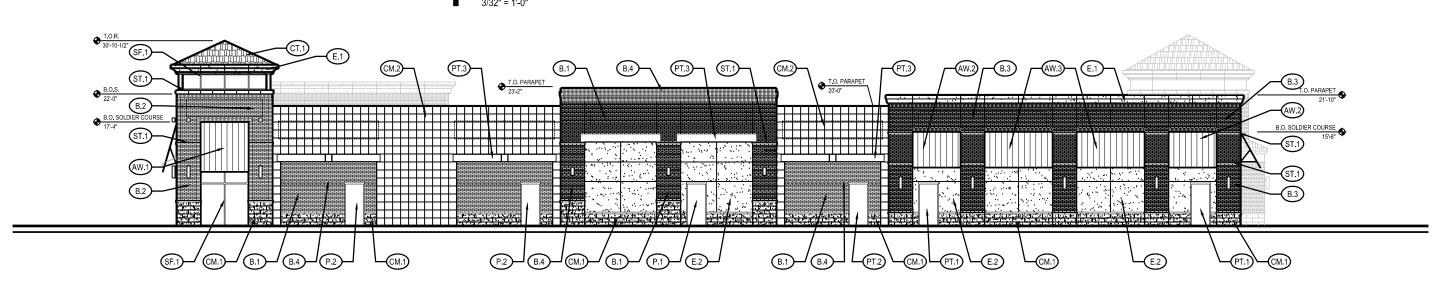


PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT WEBSTER LAKE PROMENADE

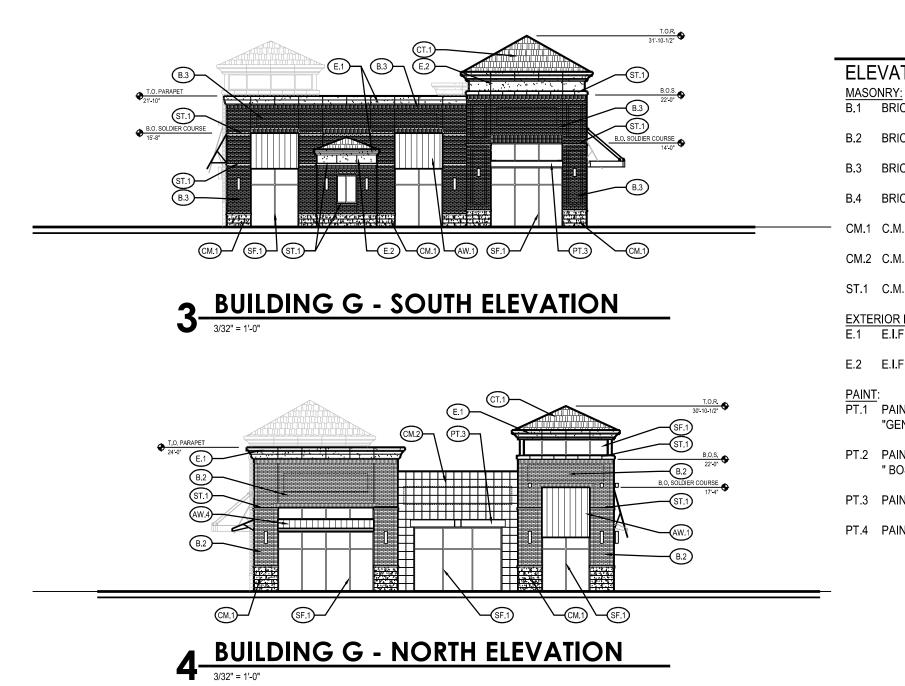
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BUILDING G - EAST ELEVATION



2 BUILDING G - WEST ELEVATION





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ELEVATION FINISH NOTES: X

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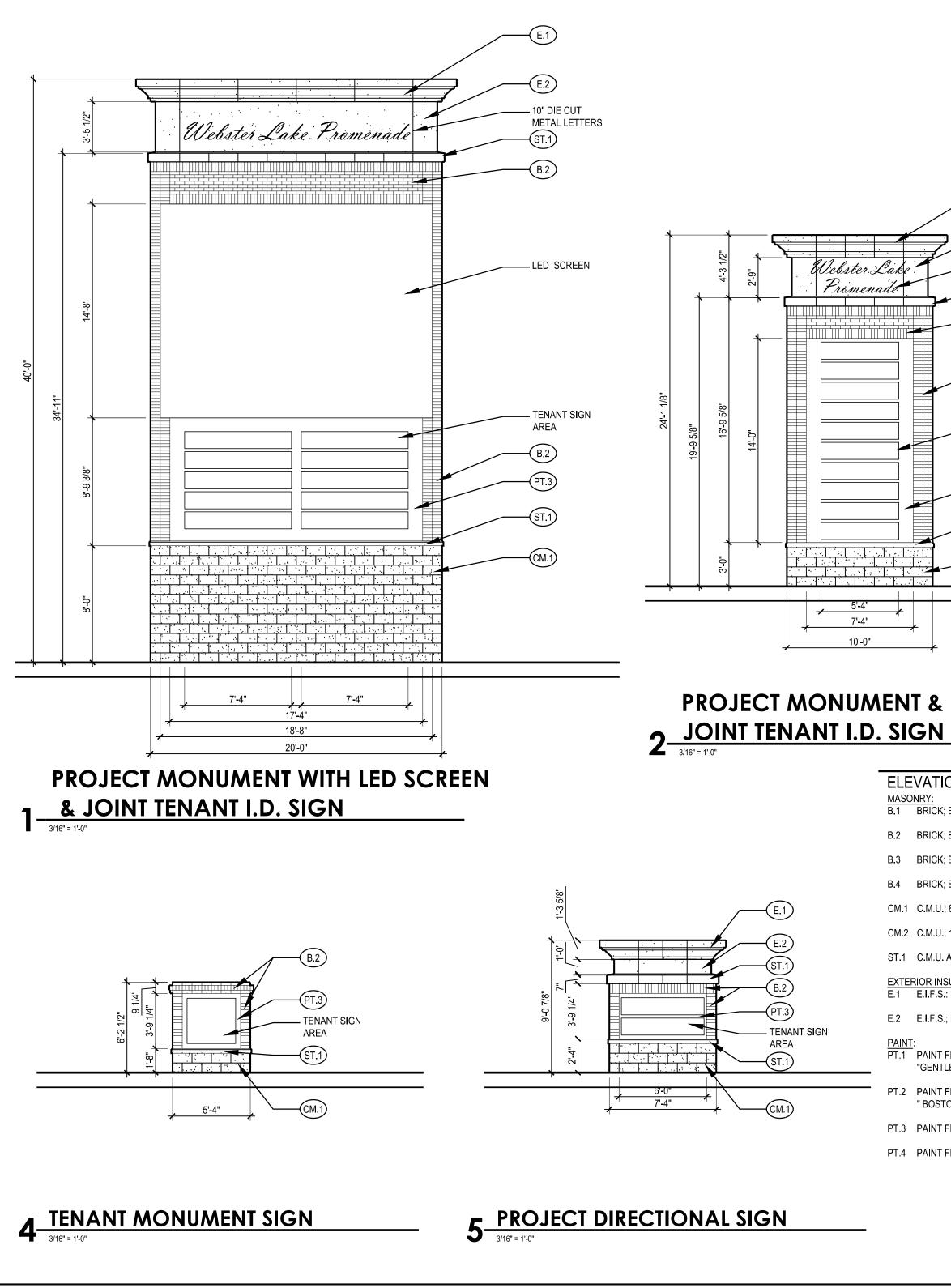
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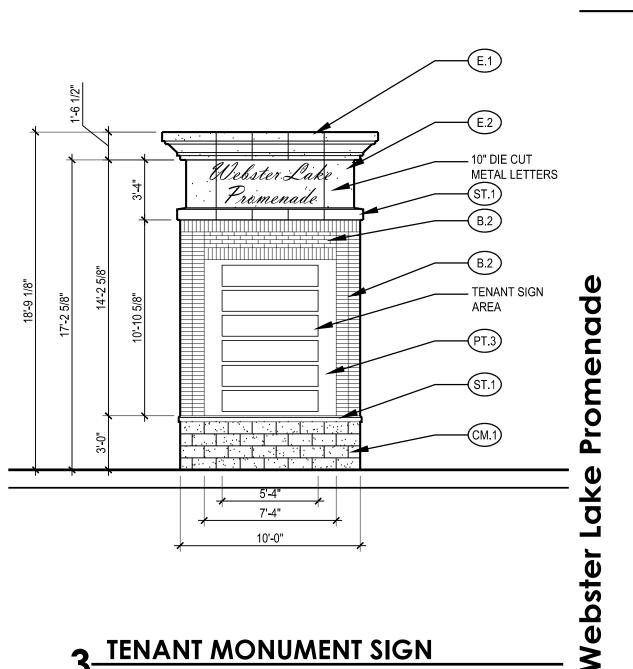




⁹⁸ Spruce Street · Suite 201 **Denver CO 80230**

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E.1 10" DIE CUT METAL LETTERS (ST.1) B.2 (B.2) TENANT SIGN AREA PT.3 ST. (см.1)



3 TENANT MONUMENT SIGN

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- 14 of 14

EXHIBIT D

CONSTRUCTION DRAWINGS WEBSTER LAKE PROMENADE PART OF THE NORTHWEST QUARTER, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST, SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO LOCATED AT EAST 120TH AVENUE & GRANT STREET

LIST OF CONTACTS

APPLICANT/DEVELOPER

HAWKINS DEVELOPMENT 10909 EAST ARAPAHOE ROAD SUITE A103 SUITE A103 CENTENNIAL, COLORADO 80112 CONTACT: KEVIN HAWKINS EMAIL: KEVIN@HAWKINSDEVCO.com TELE: 303-694-1500

ENGINEER/CONSULTANT GALLOWAY & COMPANY, INC. 5300 DTC PARKWAY, SUITE 100 GREENWOOD VILLAGE, COLORADO 80111 TEL: (303) 770-8884 FAX: (303) 770-3636 CONTACT: RANDY SMITH, P.E.

EMAIL: Randysmith@GallowayUS.com

SURVEYOR ENGINEERING SERVICE COMPANY 1300 SOUTH POTOMAC STREET, SUITE 126 AURORA, COLORADO 80012 TEL: (303) 337–1393 FAX: (303) 337–1393 FAX: (303) 337–7481 CONTACT: CHARLES N. BECKSTROM EMIAL: CBECKSTROM@ENGINEERINGSERVICES.com

ARCHITECT SEM ARCHITECTS 98 SPRUCE STREET, SUITE 201 DENVER, CO 80230 TEL: (303) 220-8900 CONTACT: KRISTOFFER KENTON EMAIL: KKENTON@SEM ARCHITECTS

LANDSCAPE ARCHITECT

MEURAN DESIGN GROUP 700 COLORADO BOULEVARD, SUITE 131 DENVER, COLORADO 80220 TEL: (303) 512–0549 CONTACT: KERRY SMEESTER

UNDERGROUND DETENTION SYSTEM STORMTECH – ADS-PIPE ADVNACED DRAINAGE SYSTEMS NIWOT, COLORADO TEL: (720) 982-6303 CONTACT: PEGGY GRAHAM

UTILITY CONTACTS

WATER & SANITARY SEWER CITY OF NORTHGLENN 11701 COMMUNITY CENTER DRIVE NORTHGLENN, CO 80233 TEL: (303) 451–8326 FAX: (303) 289–8165

STORM SEWER CITY OF NORTHGLENN 11701 COMMUNITY CENTER DRIVE NORTHGLENN, CO 80233 TEL: (303) 451-8326 FAX: (303) 289-8165

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 XCEL ENERGY

 5460 W. 60TH AVENUE

 ARVADA, CO 80003

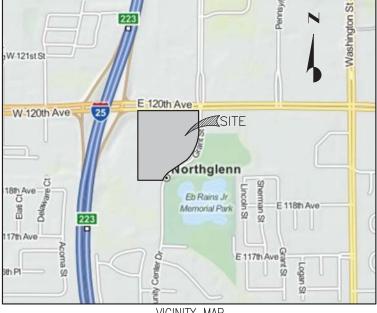
 TEL: (303) 425–3994

 FAX: (303) 425–3888

 CONTACT: FABRICIA GARZA
 EMAIL: fab.garza@xcelenergy.com

CAS XCEL ENERCY 5460 W. 60TH AVENUE ARVADA, CO 80003 TEL: (303) 425-3994 FAX: (303) 425-3988 CONTACT: TAMAY WRAY EMAIL: tammy.wray®xcelenergy.com

FIRE NORTH METRO FIRE PROTECTION DISTRICT 101 LAWAR ST. BROOMFIELD, CO 80020 TEL: (303) 252-3541 CONTACT: GARY MOTE



VICINITY MAP

INDEX	
C0.0	COVER SHEET
CO.1 C1.1	GENERAL NOTES DEMOLITION PLAN
C2.1	SITE, PAVING & SIGNAGE PLAN
$C_{2,3}^{-} - C_{2,4}^{-}$	
C2.8	SITE DETAILS
C3.1	OVERALL GRADING PLAN
C3.2 - C3.4	
C4.1	EROSION CONTROL PLAN
C4.9	EROSION CONTROL DETAILS
C5.1	OVERALL UTILITY PLAN
C6.1 - C6.2 C6.8 - C6.9	
C71 - C72	SANITARY SEWER PLAN AND PROFILE
C78 - C79	SANITARY SEWER DETAILS
C8.1 - C8.2	STORM SEWER PLAN AND PROFILE
C8.5 - C8.9	STORM SEWER DETAILS

CALL UTILITY NOTIFICATION CENTER OF COLORADO 811 CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

CAUTION - NOTICE TO CONTRACTOR

- ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE FIELD LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
- 2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POTHOLING OR ALTERNATIVE METHOD, REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

GENERAL NOTES

- I. ALL WRER NO SANTARY SEWER UTILITY WORK SHALL CONFORM TO THE CITY OF NORTHELENN STANDARDS AND SPECIFICATIONS ALL UTILITY TAPS SHALL BE WADE BY THE CONTRACTOR CITY OF NORTHELENN APPROVED TAPPING SADDLES SHALL BE REQUIRED. T TERES WILL NOT E ALL/WORE WITHIN FWE (5) FEET OF ANY UTILITY MAIN OR SERVICE LINE. THE WINNUM DEPTH FROM FINISH GRADE TO THE OPERATOR NUT OF ANY VALVE OR CURB STOP VALVE WILL BE FIVE FEET.

BENCHMARK

CUT CROSS IN WALK ON THE EAST SIDE OF GRANT STREET APPROXIMATELY 400 FEET SOUTH OF 120TH AVENUE AS SHOWN ON THE ALTA/ACSM LAND TITLE SURVEY BY BAYER AND ASSOCIATES, INC., RECORDED IN THE LAND SURVEY PLATS / RIGHT OF WAY SURVEYS IN BOOK 1 AT PAGE 3632, RECEPTION NO. 2009-002. ELEVATION OF 5379.53 FEET. (NAVD 1988 DATUM)

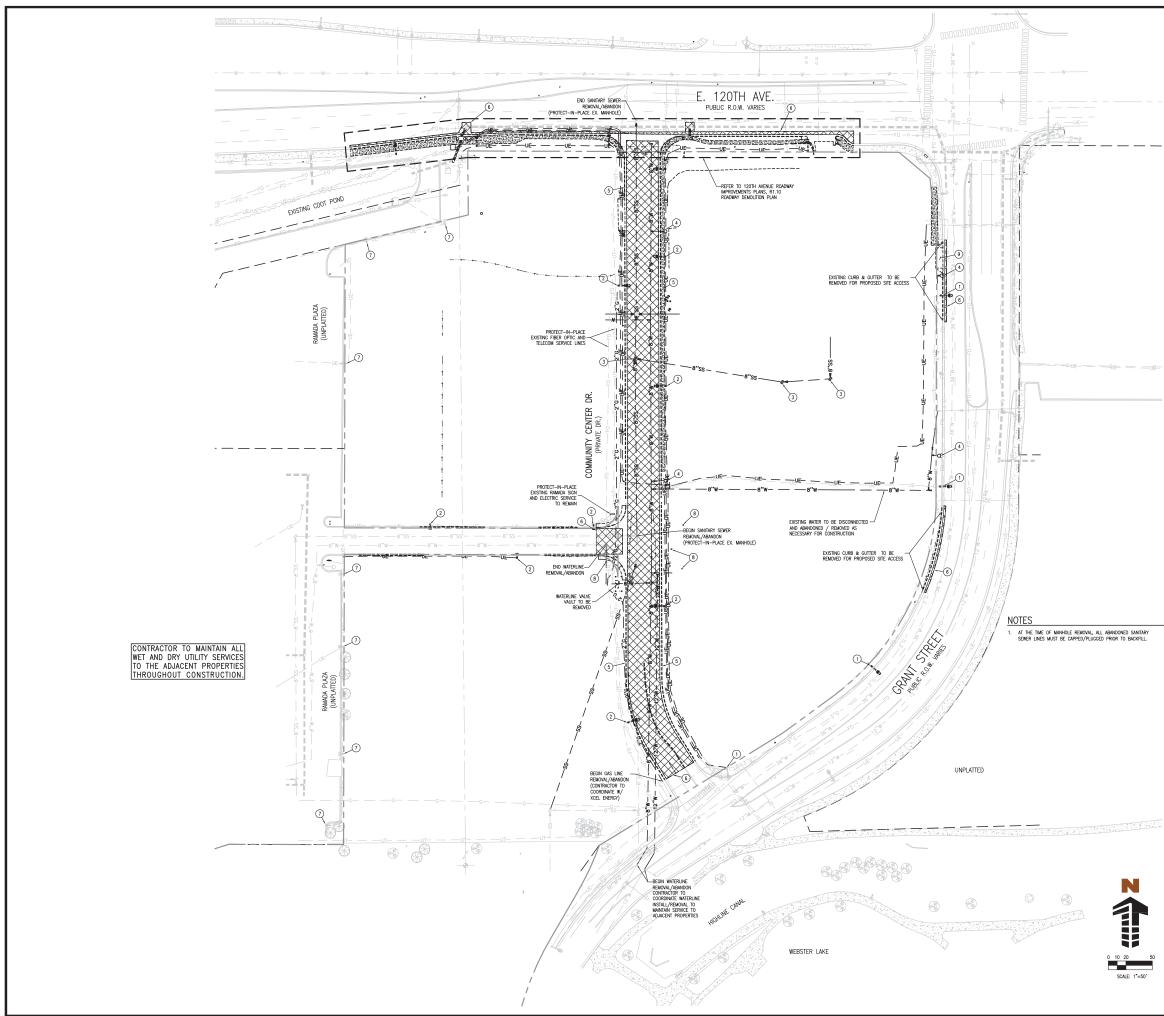
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DATALS OF DEARNING BRAINSS SHOWN HEREON ARE BASED ON CRID BEARINGS OF THE COLORING COORDINATE SYSTEM OF 1983, MORTH ZONE, PER THE SURVEY CONTROL DURKAW FOR CODT PROJECTION ON M 0255-113, DEPOSITED IN THE RECORDS OF ADMIS COUNTY COLORIDO IN BOOK 1 AT PAGE 2735 OF LAND SURVEY PLATS. THE MORTH LINE OF THE NET/4 OF SECTION 3, T.2S, R.68W., OF THE GTH P.M. BEARS S895025°C, NOD IS MONUMENTED BY THE MONUMENTS SHOWN HEREON.

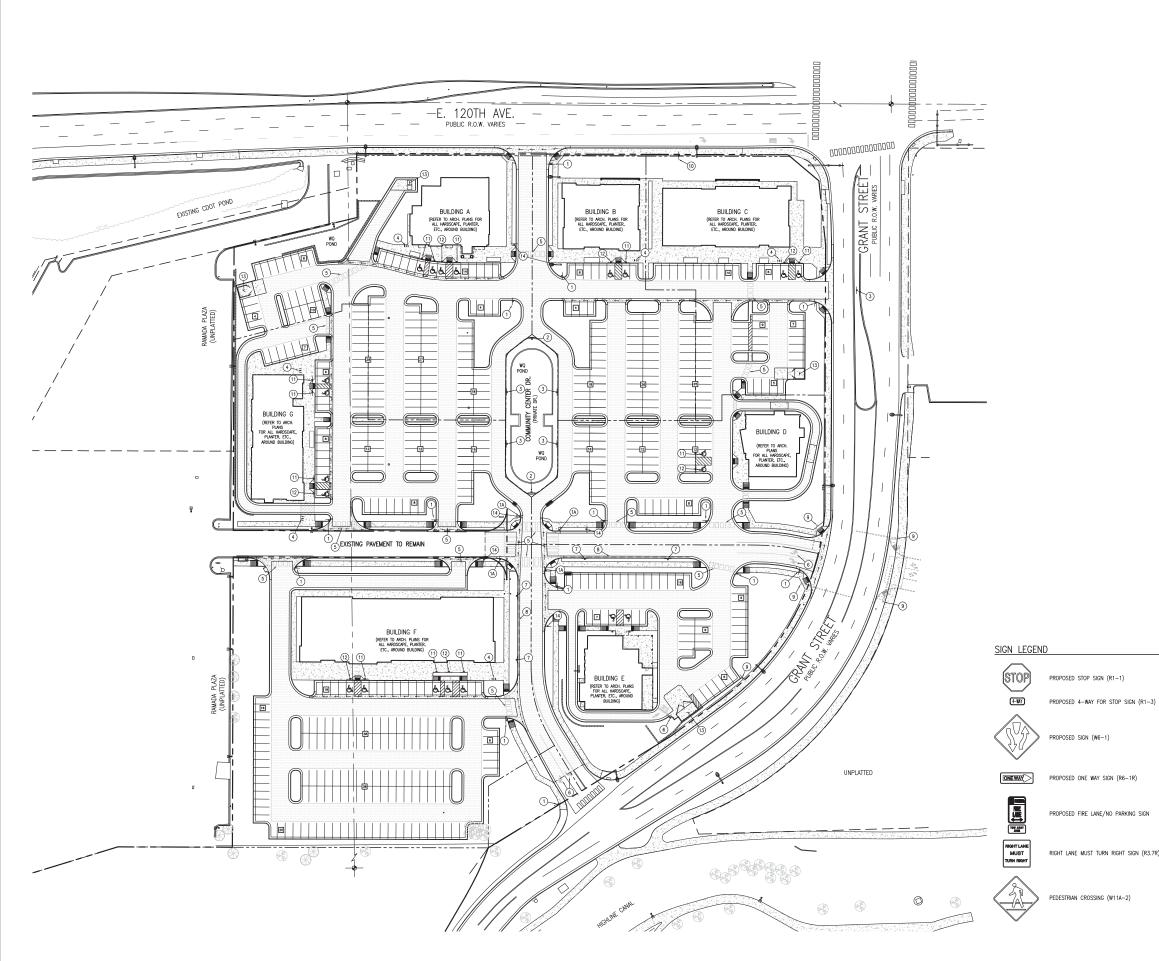
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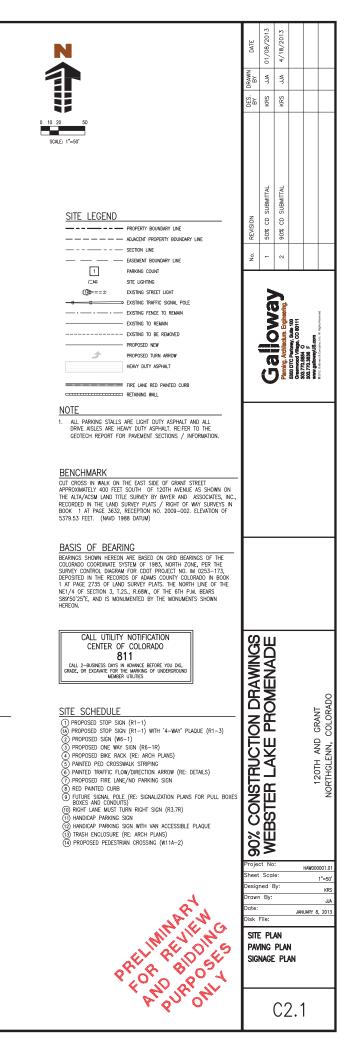
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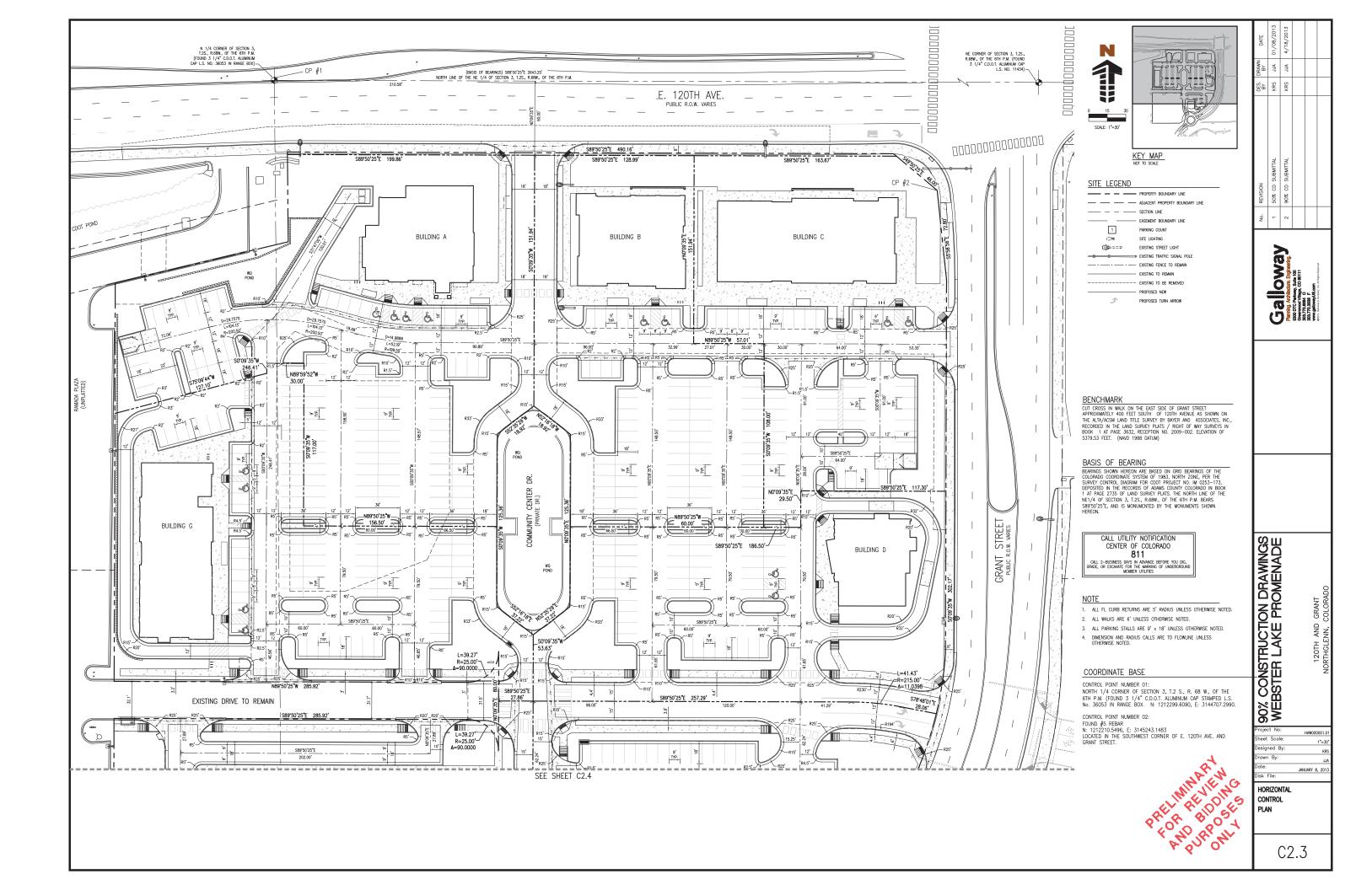
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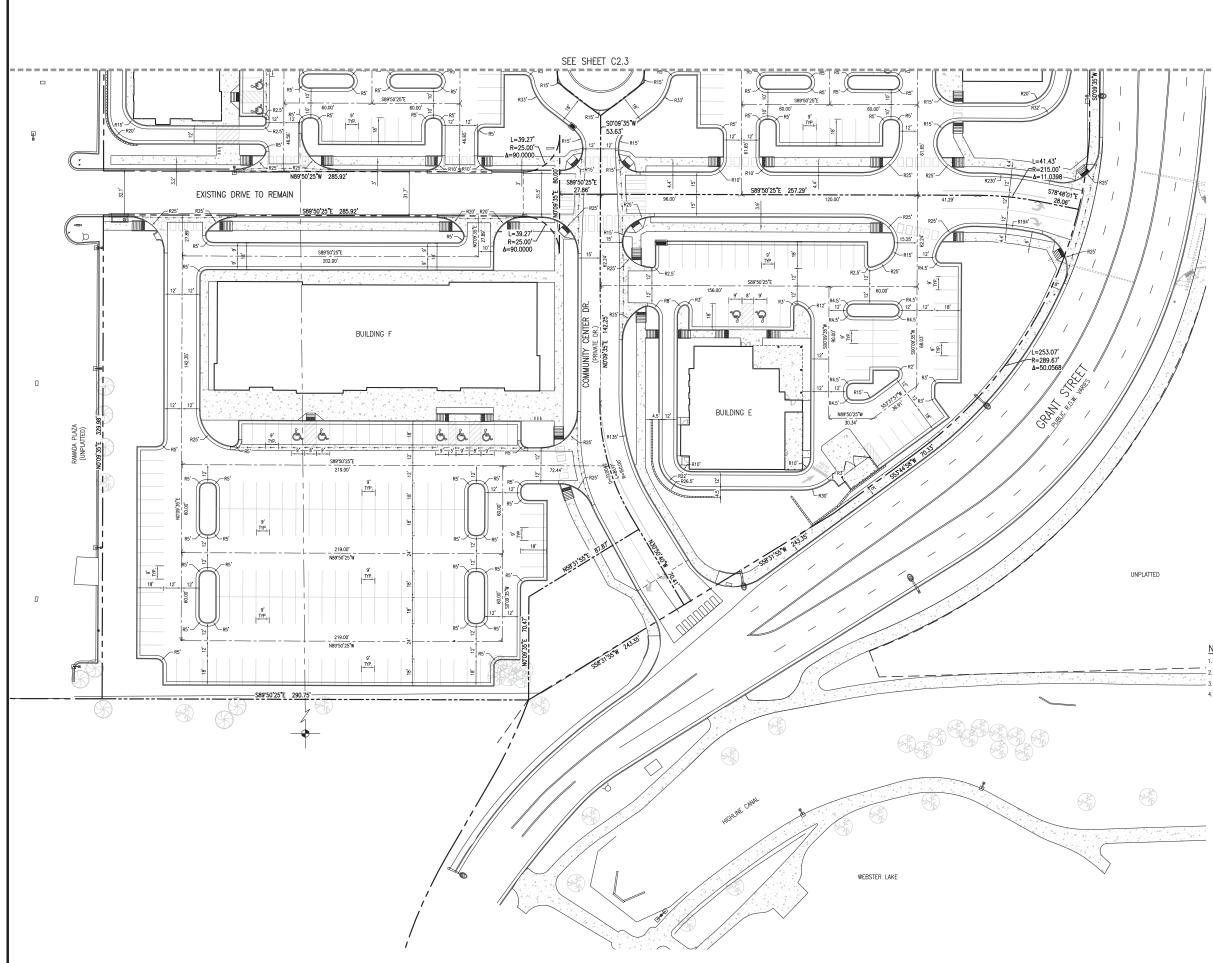


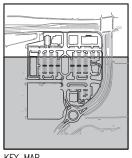
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KEY MAP

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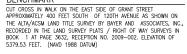
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BENCHMARK



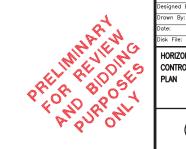
BASIS OF BEARING

DAJIS UF BLAKTING BEARINGS SHOWN HERCON ARE BASED ON GRID BEARINGS OF THE COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE, PER THE SURVEY CONTROL DUAGRAM FOR COOT FROLET NO. IM 0253-173, DEPOSITED IN THE RECORDS OF ADAMS COUNTY COLORADO IN BOOK 1 AT PAGE 2735 OF LAND SURVEY PLAIS. THE NORTH LIVE OF THE NE1/4 OF SECTION 3, T.2.S., R.68W, OF THE 6TH P.M. BEARS S89'50'25'E, AND IS MONUMENTED BY THE MONUMENTS SHOWN HEREON.

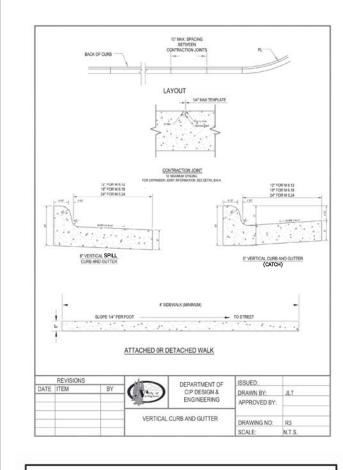
CALL UTILITY NOTIFICATION CENTER OF COLORADO 811 CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUN MEMBER UTILITIES

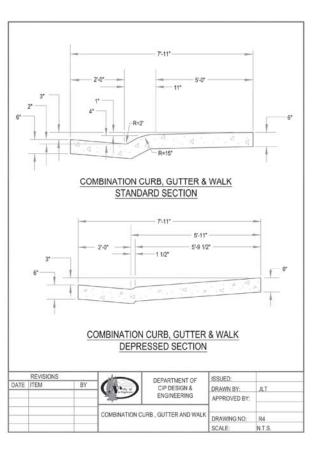
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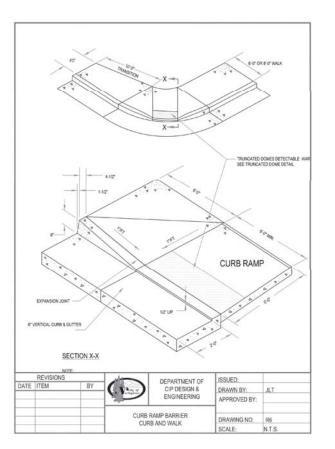
- 1. ALL FL CURB RETURNS ARE 5' RADIUS UNLESS OTHERWISE NOTED. 2. ALL WALKS ARE 6' UNLESS OTHERWISE NOTED.
- $\stackrel{\scriptstyle <}{=}$ 3. All parking stalls are 9' \times 18' unless otherwise noted. DIMENSION AND RADIUS CALLS ARE TO FLOWLINE UNLESS OTHERWISE NOTED.



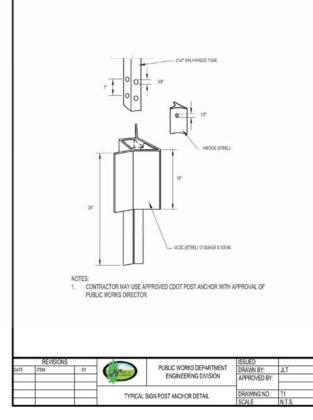
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90% CONSTRUCTION DRAWING	WEBSTER LAKE PROMENADE			TIMATA ANN LITAAL		NORTHGLENN, COLORADO
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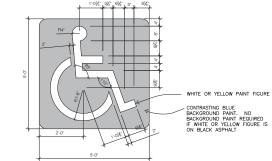




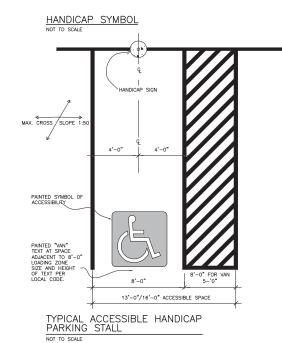


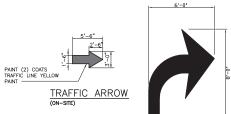


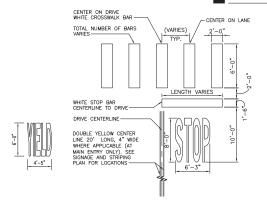




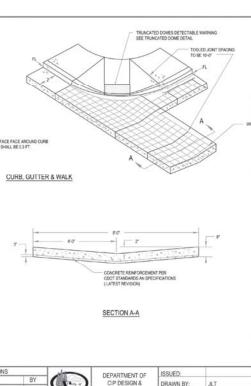
INTERNATIONAL SYMBOL OF ACCESSIBILITY NOTES A SYMBOL TO BE CENTERED ON WIDTH OF PARKING STALL B. BOTTOM OF SYMBOL TO BE LOCATED 2'-6' RACKGROUND. C. SYMBOL IS REQUIRED TO CONTRAST WITH BACKGROUND.

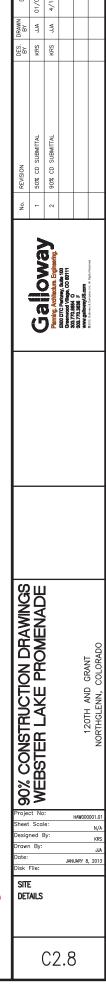






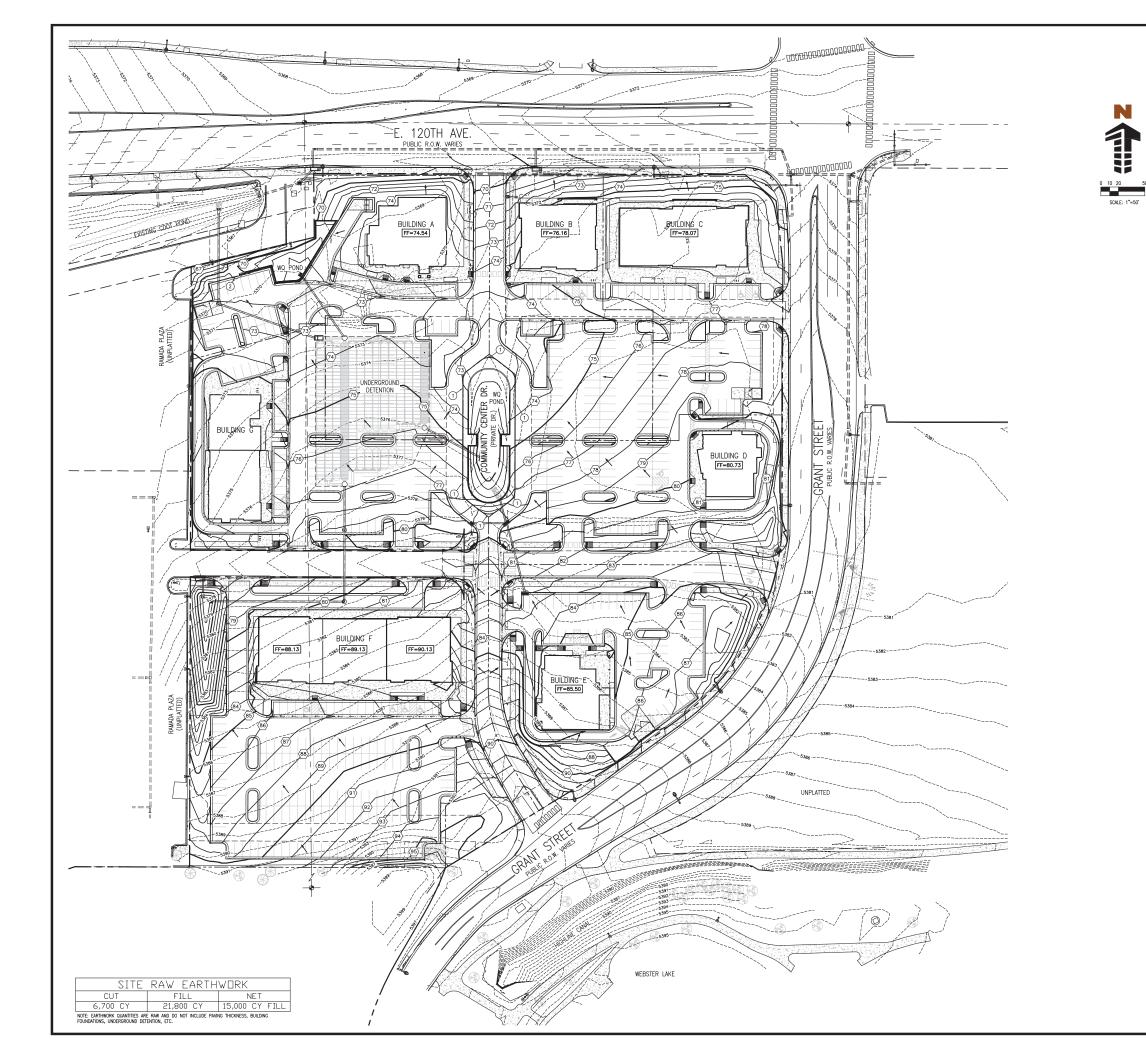
SITE PAVEMENT MARKING DETAILS





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Y	(Vana)	CIP DESIGN & ENGINEERING	DRAWN BY:	JLT
_			APPROVED BY:	
	CIDENALK		1	
	SIDEWALK RAMP WITH CROSS PAN BARRIER CURB		DRAWING NO:	R7
			SCALE:	N.T.S.

PRE-INTRACTIONS ST



GRADING LEGEND

24	EXISTING CONTOUR
<u>24</u>	PROPOSED CONTOUR
• 24.00	EXISTING SPOT ELEVATION
24.0	PROPOSED SPOT ELEVATION
FF	FINISHED FLOOR
\equiv \equiv \equiv \equiv	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	PROPOSED SPILL CURB AND GUTTER

811 CALL 2-BUSINESS DAYS IN JOINNICE EFFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUM MEMBER UTLITES

CALL UTILITY NOTIFICATION CENTER OF COLORADO

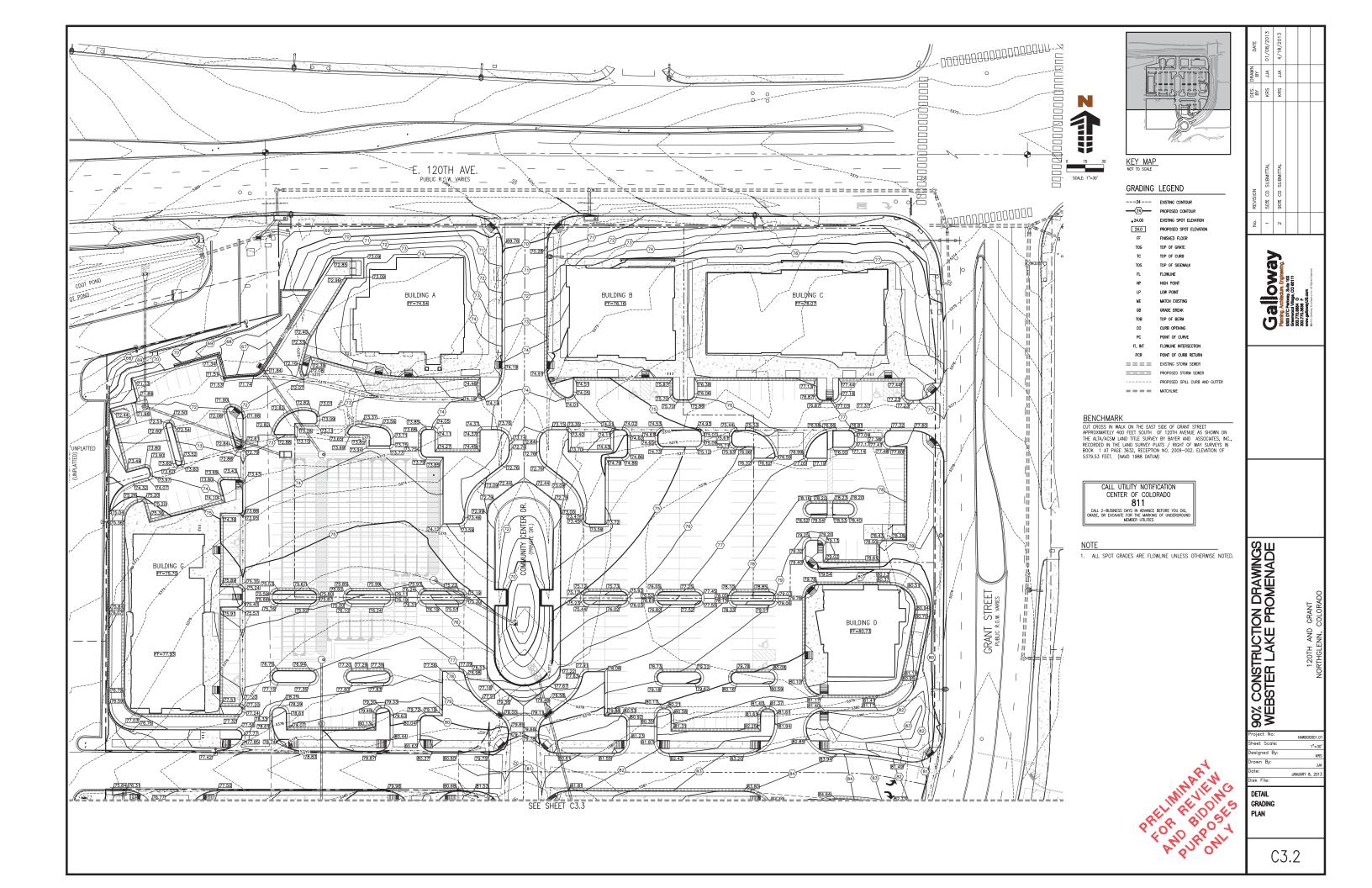
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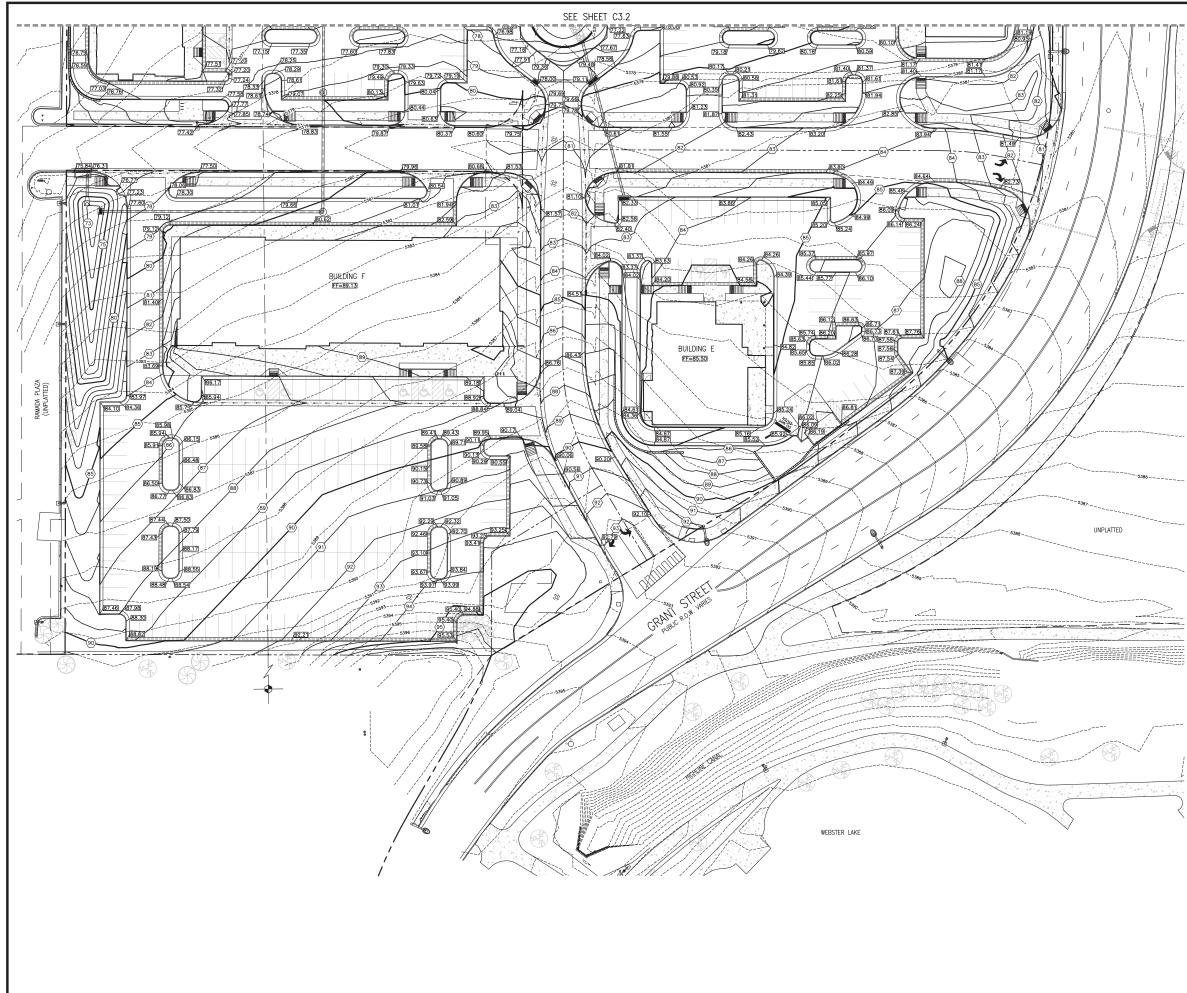
BENCHMARK

- NO CURB HEAD AROUND ENTIRE POND FOR DRAINAGE TO POND. CONTRACTOR TO PROVIDE 0° CURB HEAD EDGING TO ASPHALT. (RE: DETAILS)
- (2) ONTERSECTION WITH NO CURB HEAD FOR DRAINAGE TO POND. CONTRACTOR TO PROVIDE O" CURB HEAD EDGING TO ASPHALT. (RE: DETAILS)

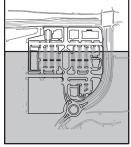
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90% CONSTRUCTION DRAWINGS	WEBSTER LAKE PROMENADE			1207H AND CRANT	NORTHGLENN, COLORADO
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KEY MAP

GRADING LEGEND

OIVADINO	LEOLIND
	EXISTING CONTOUR
<u>24</u>	PROPOSED CONTOUR
• 24.00	EXISTING SPOT ELEVATION
24.0	PROPOSED SPOT ELEVATION
FF	FINISHED FLOOR
TOG	TOP OF GRATE
TC	TOP OF CURB
TOS	TOP OF SIDEWALK
FL	FLOWLINE
HP	HIGH POINT
LP	LOW POINT
ME	MATCH EXISTING
GB	GRADE BREAK
TOB	TOP OF BERM
CO	CURB OPENING
PC	POINT OF CURVE
FL INT	FLOWLINE INTERSECTION
PCR	POINT OF CURB RETURN
====	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	PROPOSED SPILL CURB AND GUTTE
	MATCHLINE

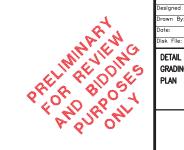
BENCHMARK

DEDUCHMARK CUT CROSS IN WALK ON THE EAST SIDE OF GRANT STREET APPROXIMATELY 400 FEET SOUTH OF 120TH AVENUE AS SHOWN ON THE AIT/ACSM LAND THE SUPPEY BY BAPER AND ASSOCIATES, INC., RECORDED IN THE LAND SURVEY PLATS / RIGHT OF WAY SURVEYS IN BOOK 1 AT PAGE 3528, RECEPTION NO. 2009-002. ELEVATION OF 5379.53 FEET. (NAVD 1988 DATUM)

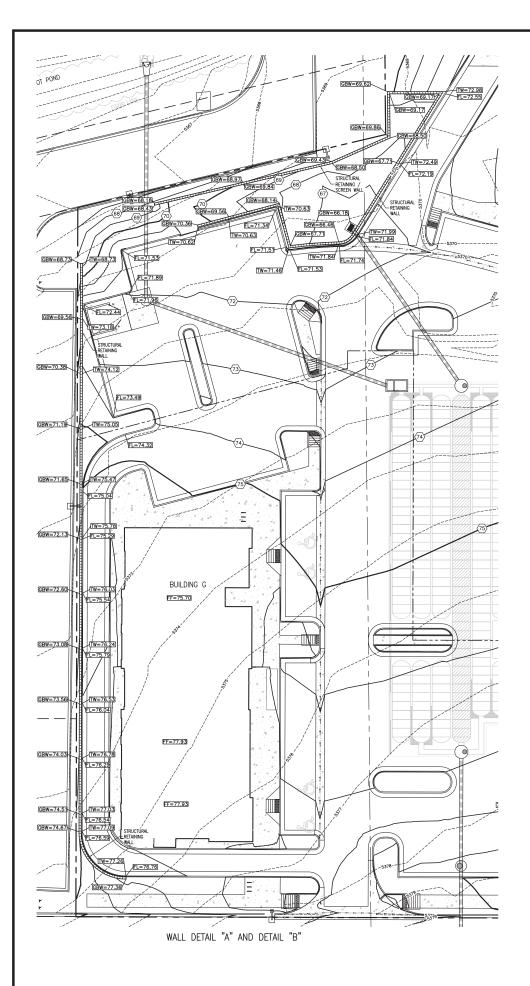
CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG. GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

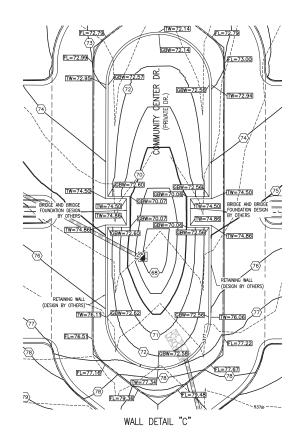
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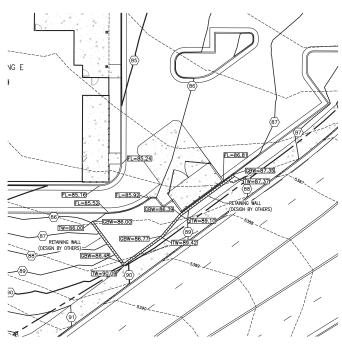
1. ALL SPOT GRADES ARE FLOWLINE UNLESS OTHERWISE NOTED.



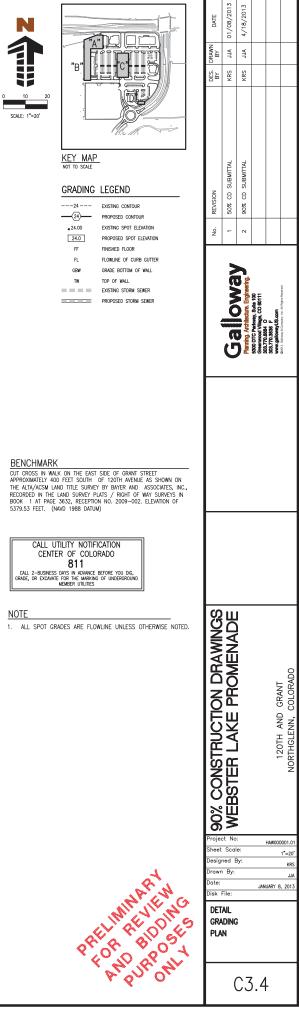
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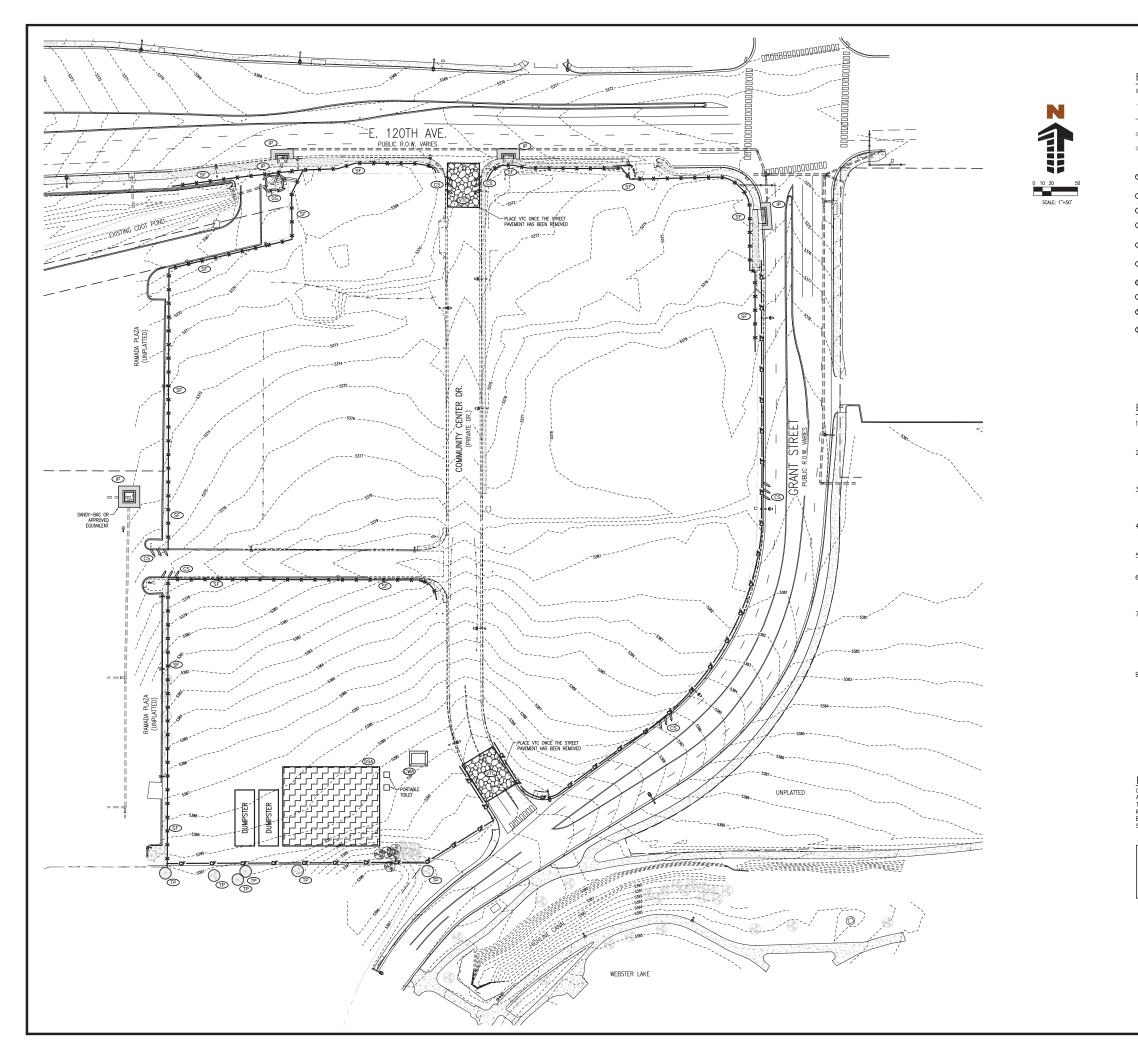


WALL DETAIL "D"





NOTE



EROSION CONT	ROL LEGEND
	LIMITS OF CONSTRUCTION
24	EXISTING CONTOUR
24	PROPOSED CONTOUR
	EXISTING STORM SEWER
STS	PROPOSED STORM SEWER
\rightarrow	FLOW ARROW
© 742574	VEHICLE TRACKING CONTROL CONSTRUCTION ENTRANCE
CF) ——CF ——	CONSTRUCTION FENCE
SF) - x - x - x -	SILT FENCE
P	INLET PROTECTION (CURB INLET)
r ()	INLET PROTECTION (AREA INLET)
S	CURB SOCK
390 🔲	CONCRETE WASHOUT AREA
SR	SURFACE ROUGHENING
9 []	CONTRACTOR STAGING AREA (APPROXIMATE)
SD	SEDIMENT CONTROL LOG

EROSION CONTROL NOTES

- ALL TEMPORARY EROSION CONTROL FACILITIES AND ALL PERMANENT FACILITIES
 INTENDED TO CONTROL EROSION OF ANY EARTH DISTURBANCE OPERATION SHALL
 BE INSTALLED BEFORE ANY EARTH DISTURBANCE OPERATIONS TAKE PLACE.
- ANY EARTH DISTURBANCE SHALL BE CONDUCTED IN SUCH MANNER SO AS TO EFFECTIVELY REDUCE ACCELERATED SOLL EROSION AND RESULTING SEDIMENTATION, AND SHOLD NOT EXCEED THE EROSION EXPECTED TO OCCUR FOR THE SITE IN ITS TOTALLY UNDEVELOPED STATE.
- ALL PERSONS ENGAGED IN EARTH DISTURBANCES SHALL DESIGN, IMPLEMENT, AND MAINTAIN ACCEPTABLE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES, IN CONFORMANCE WITH THE EROSION CONTROL TECHNICAL STANDARDS ADOPTED BY THE CITY.
- ALL EARTH DISTURBANCES SHALL BE DESIGNED, CONSTRUCTED AND COMPLETED IN SUCH A MANNER SO THAT THE EXPOSED AREA OF ANY DISTURBED LAND SHALL BE LIMITED TO THE SHORTEST POSSIBLE PERIOD OF TIME.
- 5. SEDIMENT CAUSED BY ACCELERATED SOIL EROSION SHALL BE REMOVED FROM RUNOFF WATER BEFORE IT LEAVES THE SITE OF THE EARTH DISTURBANCE.
- 6. ANY TEMPORARY OR PERMANENT FACILITY DESIGNED AND CONSTRUCTED FOR THE CONVEYANCE OF WATER AROUND, THROUGH, OR FROM THE EARTH DISTURBANCE AREA SHALL BE DESIGNED TO LIMIT THE WATER FLOW TO A NON-EROSIVE VELOCITY.
- 7. TEMPORARY SOIL EROSION CONTROL FACILITES SHALL BE REMOVED AND EARTH DISTURBANCE AREAS GRADED AND STABILIZED WITH PERMANENT SOIL EROSION CONTROL MEASURES PURSUANT TO STANDARDS AND SPECIFICATIONS PRESCRIBED IN ACCORDANCE WITH THE PROVISIONS OF THE "EROSION AND SEDMENT CONTROL FOR CONSTRUCTION ACTIVITES" AND IN ACCORDANCE WITH THE PERMANENT ERDISTING CONTROL FEATURES SHOWN ON THE SOIL STABILIZATION PLAN APPROVED BY THE CITY.
- 8. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN FOURTEEN (14) CALENDAR DAYS AFTER FINAL GRADING OR THE EARTH DISTURBANCE HAS BEEN COMPLETED. WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER AN EARTH DISTURBANCE HAS BEEN COMPLETED OR WHERE SIGNIFICANT EARTH DISTURBANCE ACTIVITY CEASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PR THE CITY OF NORTHGLEMS SHALL BE SPECIFICATIONS WITHIN FOURTEEN (14) CALENDAR DAYS. ALL TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION MEASURES ARE IMPLEMENTED.

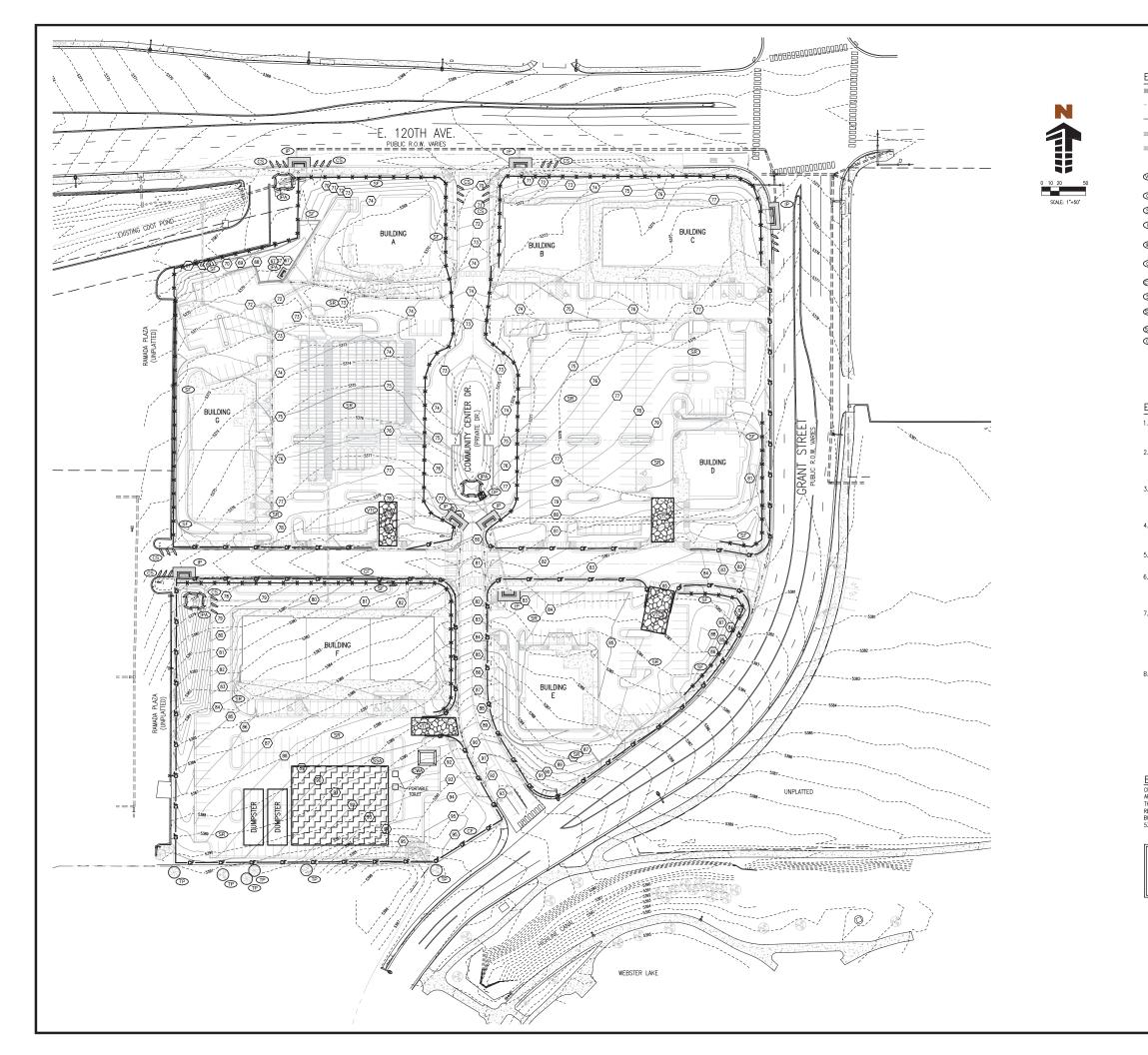
BENCHMARK

CUT CROSS IN WALK ON THE EAST SIDE OF GRANT STREET APPROXIMATELY 400 FEET SOUTH OF 120TH AKENUE AS SHOWN ON THE ALTA/ACSM LAND THE SUPPLY BY BAYER AND ASSOCIATES, INC., RECORDED IN THE LAND SURVEY PLATS / RICHT OF WAY SURVEYS IN BOOK 1 AT PAGE 3832, RECEPTION NO. 2009–002. ELEVATION OF 5379.53 FEET. (NWD 1988 DATUM)

CALL UTILITY NOTIFICATION
CENTER OF COLORADO
811
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG,
GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

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EROSION CONT	ROL LEGEND
	LIMITS OF CONSTRUCTION
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	EXISTING STORM SEWER
STS	PROPOSED STORM SEWER
\rightarrow	FLOW ARROW
® 788578	VEHICLE TRACKING CONTROL CONSTRUCTION ENTRANCE
CF) —CF	CONSTRUCTION FENCE
SF) - X - X - X	SILT FENCE
P	INLET PROTECTION (CURB INLET)
B 💭	INLET PROTECTION (AREA INLET)
S	CURB SOCK
30 🔲	CONCRETE WASHOUT AREA
SR	SURFACE ROUGHENING
® []]]]	CONTRACTOR STAGING AREA (APPROXIMATE)
SCD	SEDIMENT CONTROL LOG
P	OUTLET PROTECTION

EROSION CONTROL NOTES

- ALL TEMPORARY EROSION CONTROL FACILITIES AND ALL PERMANENT FACILITIES INTENDED TO CONTROL EROSION OF ANY EARTH DISTURBANCE OPERATION SHALL BE INSTALLED BEFORE ANY EARTH DISTURBANCE OPERATIONS TAKE PLACE.
- ANY EARTH DISTURBANCE SHALL BE CONDUCTED IN SUCH MANNER SO AS TO EFFECTIVELY REDUCE ACCELERATED SOLL EROSION AND RESULTING SEDIMENTIATION, AND SHOULD NOT EXCEED THE EROSION EXPECTED TO OCCUR FOR THE SITE IN ITS TOTALLY UNDEVELOPED STATE.
- ALL PERSONS ENGAGED IN EARTH DISTURBANCES SHALL DESIGN, IMPLEMENT, AND MAINTAIN ACCEPTABLE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES, IN CONFORMANCE WITH THE EROSION CONTROL TECHNICAL STANDARDS ADOPTED BY THE CITY.
- 4. ALL EARTH DISTURBANCES SHALL BE DESIGNED, CONSTRUCTED AND COMPLETED IN SUCH A MANNER SO THAT THE EXPOSED AREA OF ANY DISTURBED LAND SHALL BE LIMITED TO THE SHORTEST POSSIBLE PERIOD OF TIME.
- SEDIMENT CAUSED BY ACCELERATED SOIL EROSION SHALL BE REMOVED FROM RUNOFF WATER BEFORE IT LEAVES THE SITE OF THE EARTH DISTURBANCE.
- 6. ANY TEMPORARY OR PERMANENT FACILITY DESIGNED AND CONSTRUCTED FOR THE CONVEYANCE OF WATER AROUND, THROUGH, OR FROM THE EARTH DISTURBANCE AREA SHALL BE DESIGNED TO LIMIT THE WATER FLOW TO A NON-EROSIVE VELOCITY.
- 7. TEMPORARY SOIL EROSION CONTROL FACILITES SHALL BE REMOVED AND EARTH DISTURBANCE AREAS GRADED AND STABILIZED WITH PERMANENT SOIL EROSION CONTROL MEASURES PURSUANT TO STANDARDS AND SPECIFICATIONS PRESCRIBED IN ACCORDANCE WITH THE PROVISIONS OF THE "EROSION AND SEDMENT CONTROL FOR CONSTRUCTION ACTIVITES" AND IN ACCORDANCE WITH THE PERMANENT ERDISTING CONTROL FEATURES SHOWN ON THE SOIL STABILIZATION PLAN APPROVED BY THE CITY.
- 8. PERMANENT SOIL EROSIIN CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN FOURTEEN (14). CALENDAR DAYS AFTER FINAL GRADING OR THE EARTH DISTURBANCE HAS BEEN COMPLETED WHEN IT IS NOT POISIBLE PERMANENTLY STABILIZE A DISTURBED AREA AFTER AN EARTH DISTURBANCE HAS BEEN COMPLETED OR WHENE SIGNIFICANT EARTH DISTURBANCE ACTIVITY CEASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PER THE CITY OF NORTHGLENN STANDARDS AND SPECIFICATIONS WITHIN FOURTEEN (14) CALENDAR DAYS. ALL TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION MEASURES ARE IMPLEMENTED.

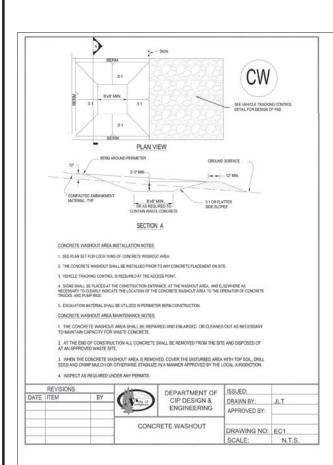
BENCHMARK

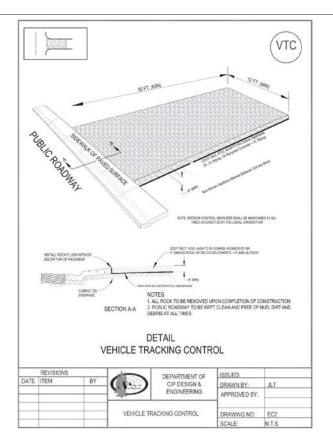
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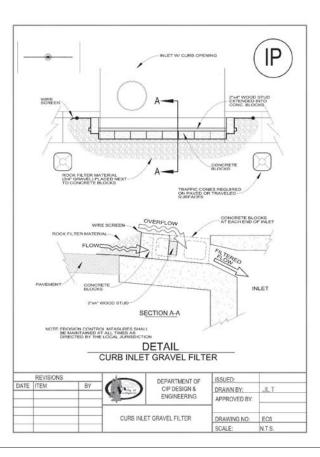
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MEMBER UTILITIES

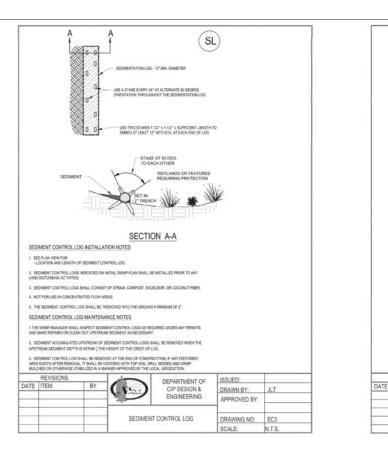
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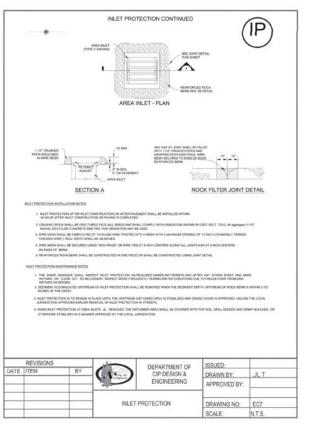
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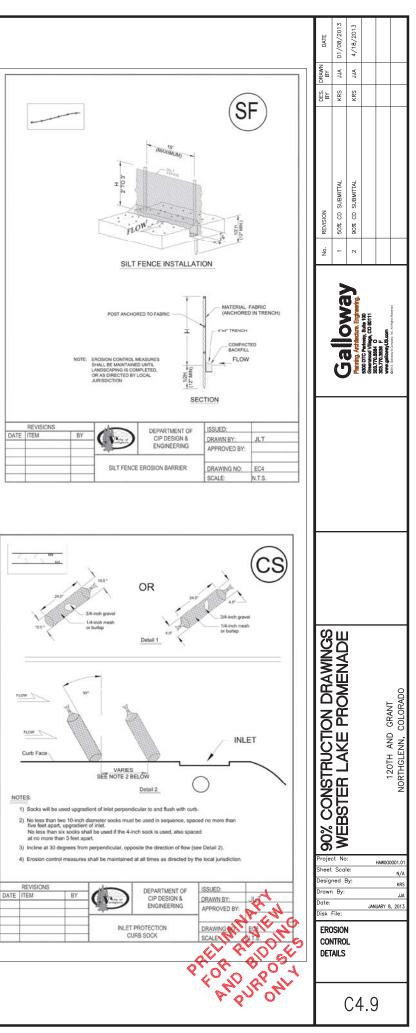


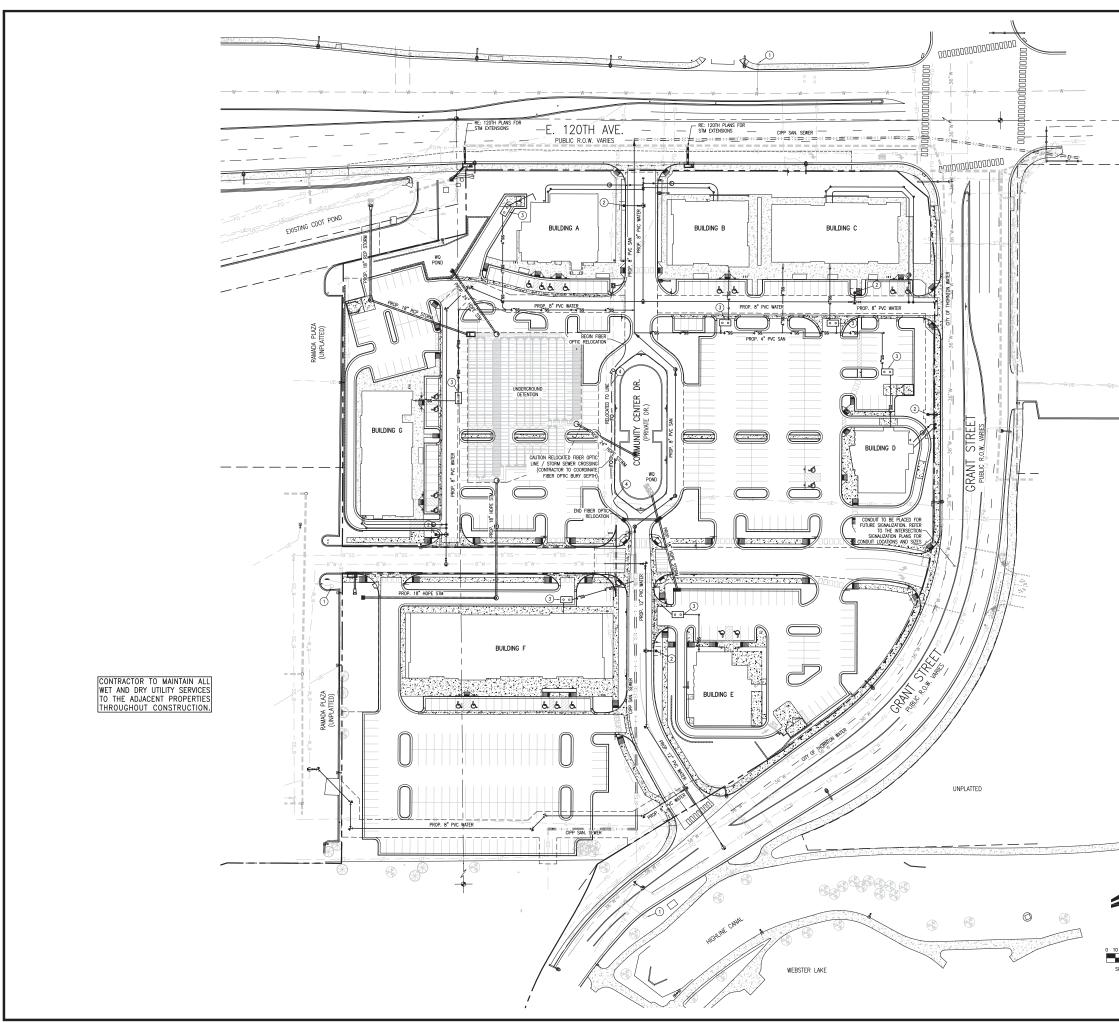






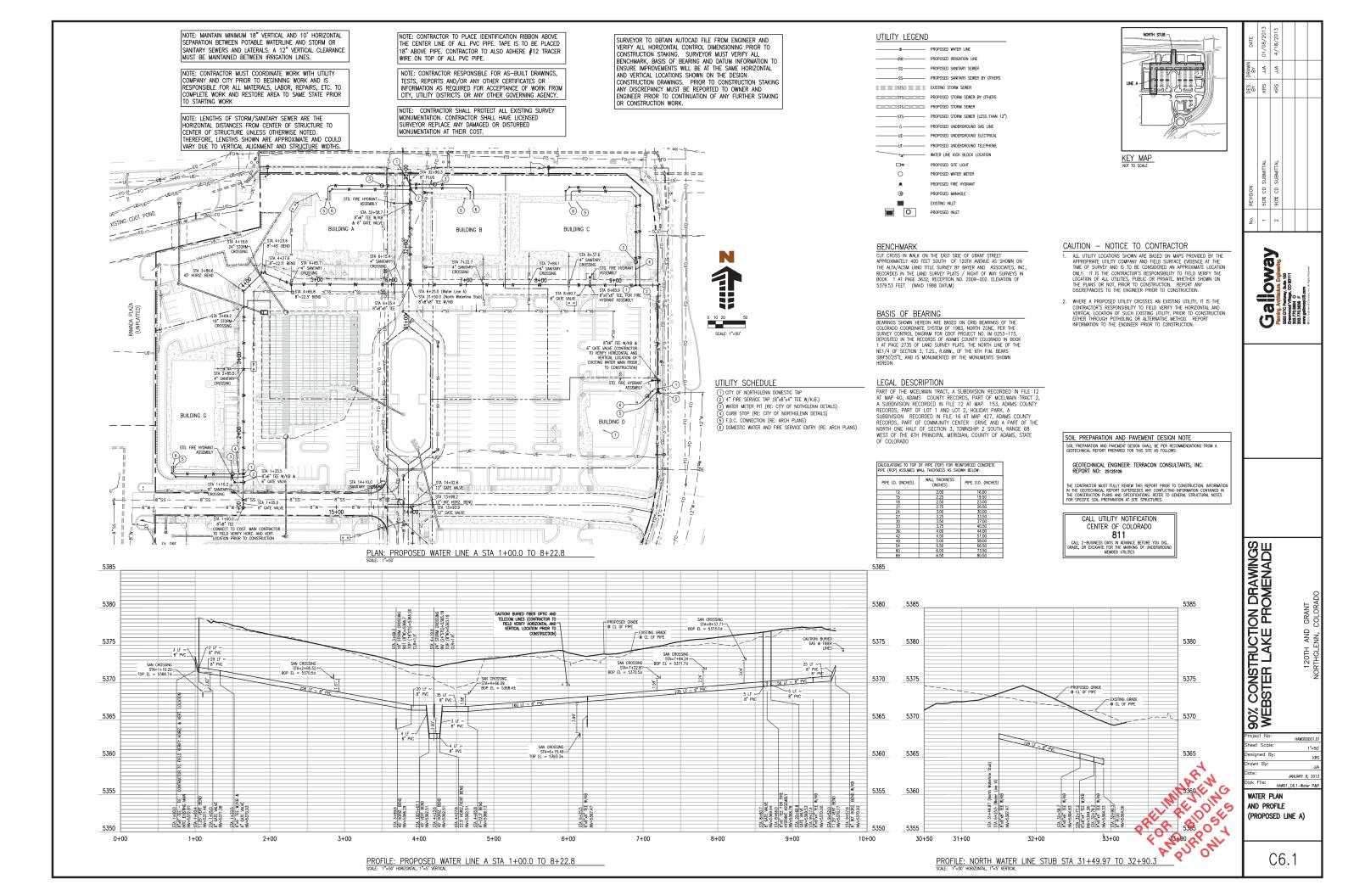


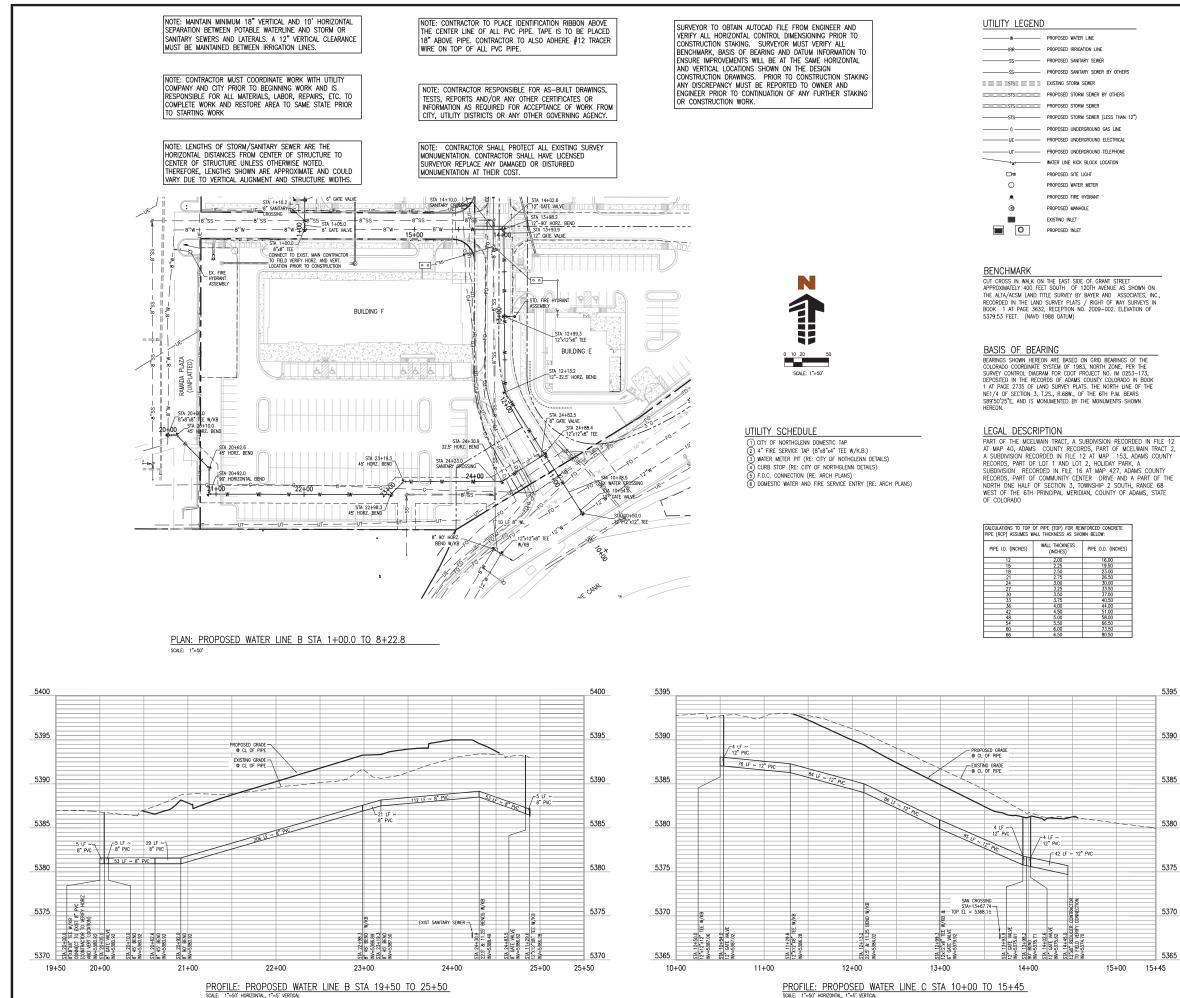




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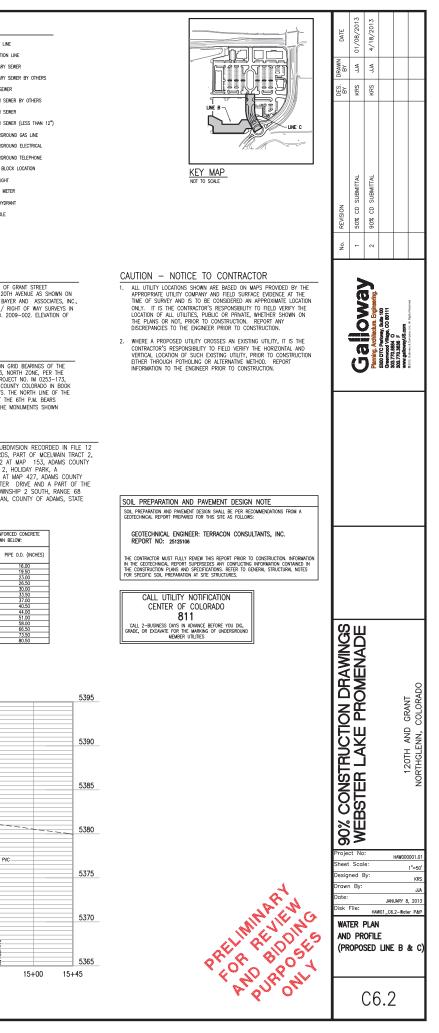


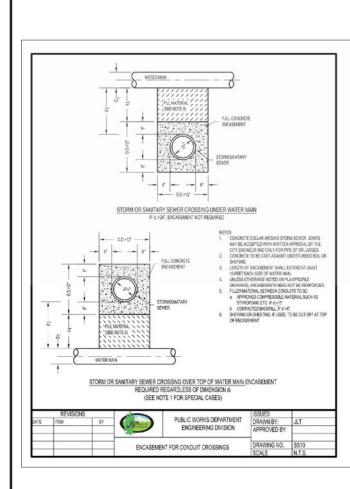


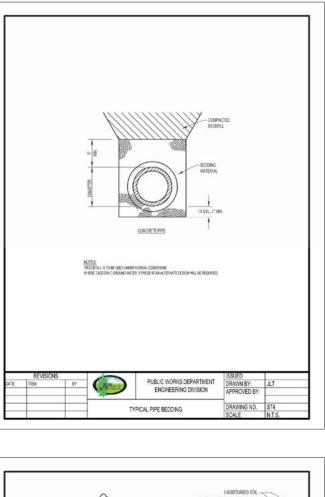


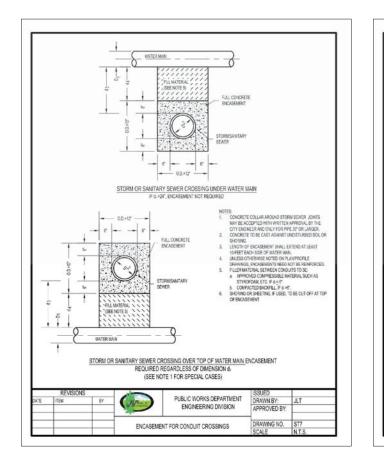
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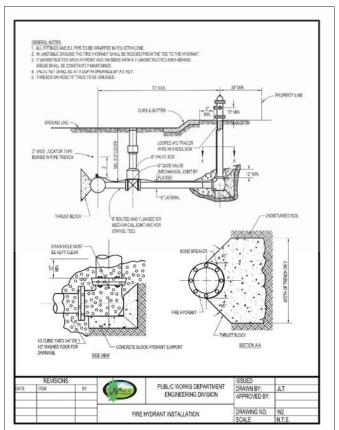
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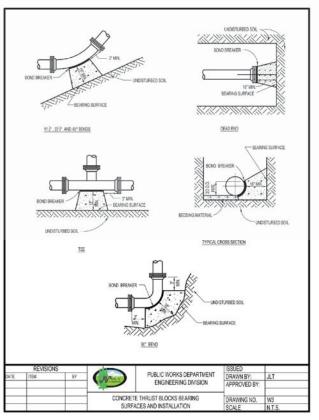


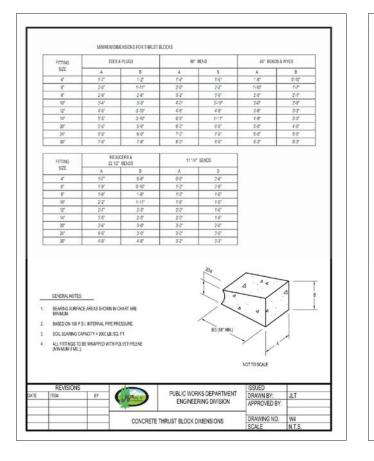


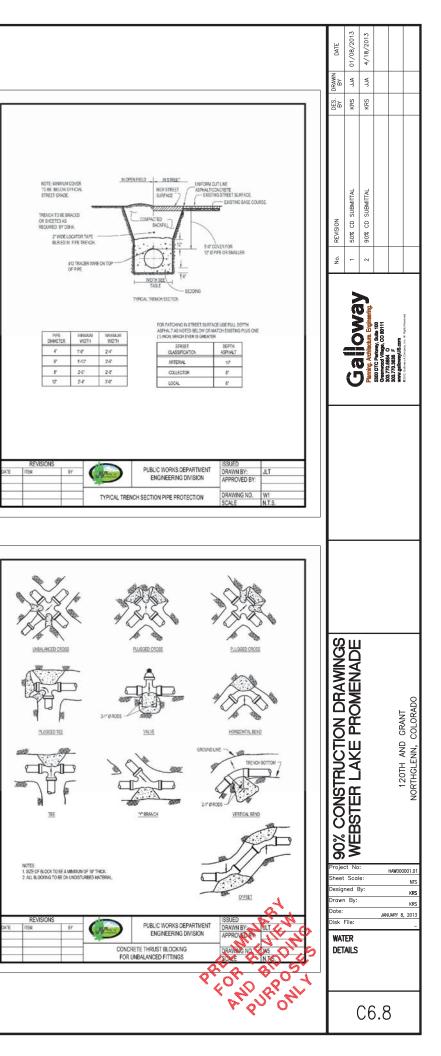


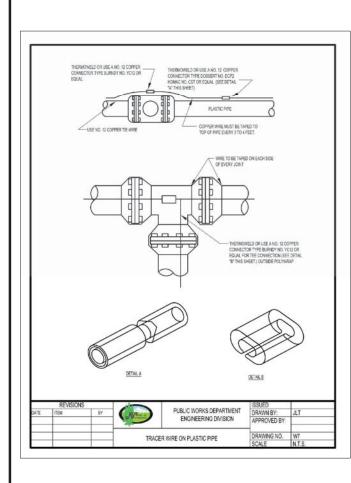


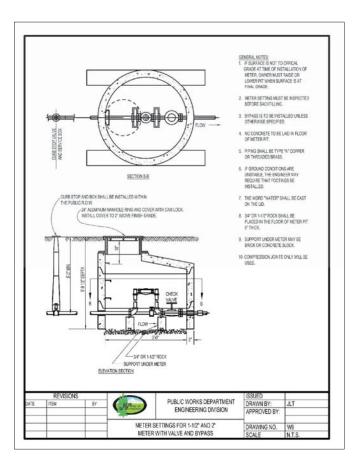


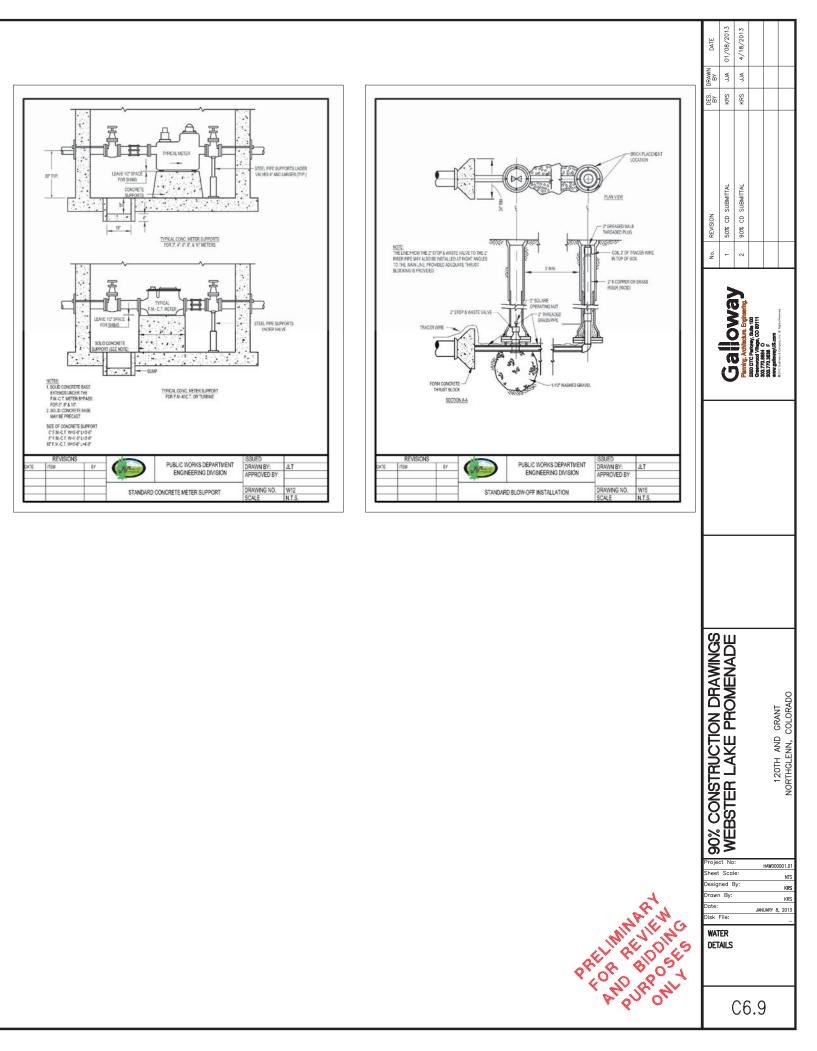


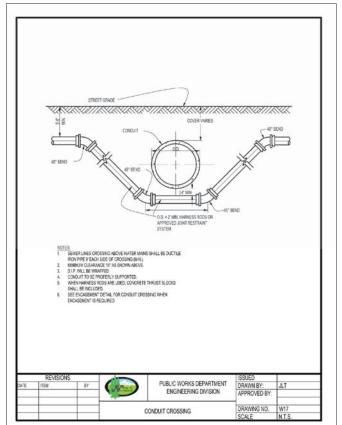


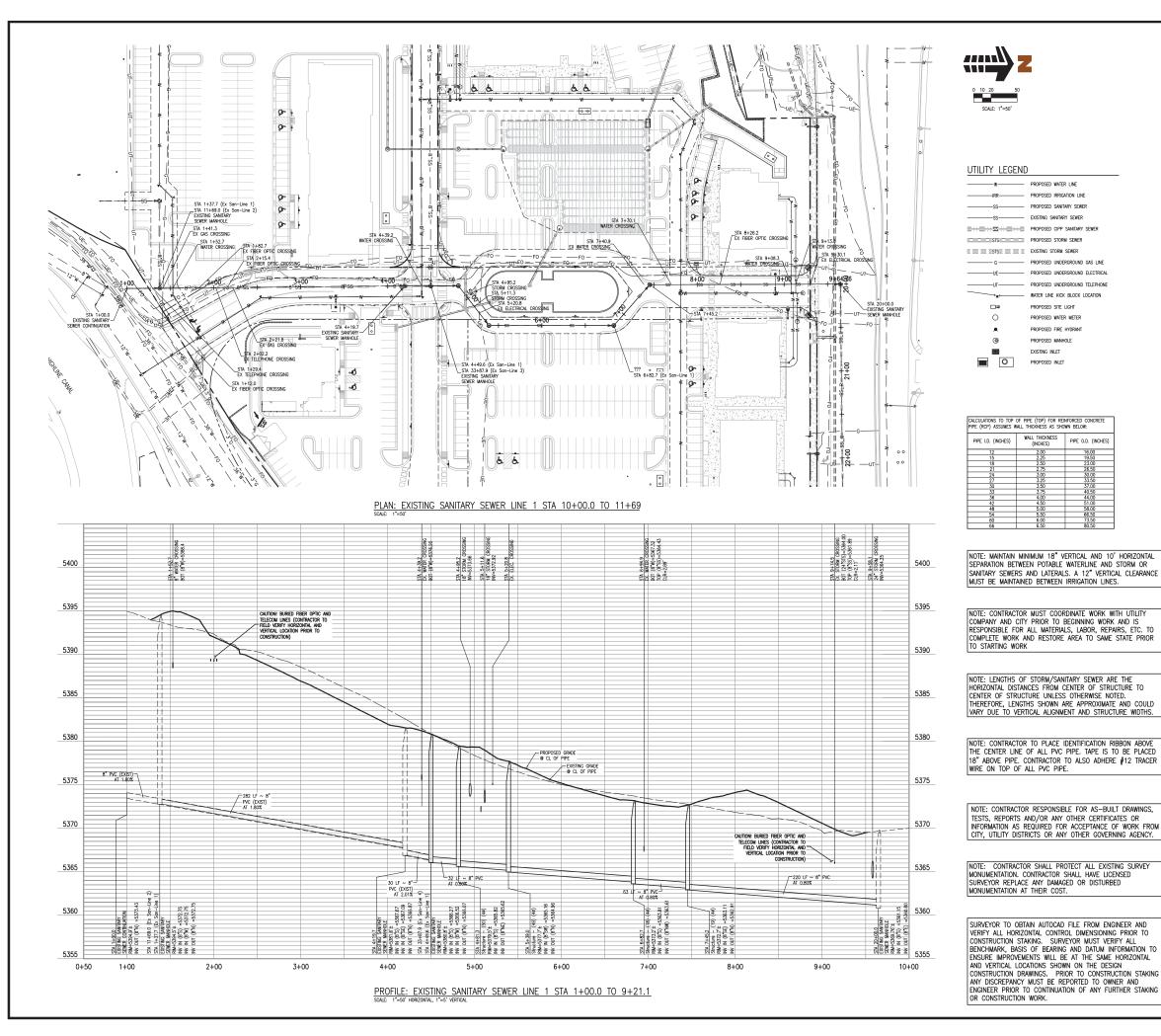


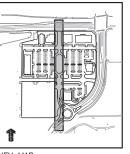




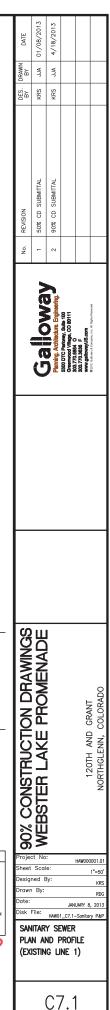








KEY MAP



BENCHMARK

DELEVENTIMENTAL WALK ON THE EAST SIDE OF GRANT STREET APPROXIMATELY 400 FEET SOUTH OF 120TH AVENUE AS SHOWN ON THE ALTA/ACSM UNAD TITLE SUPPRY BY BAREA AND ASSOCIATES, NC., RECORDED IN THE LAND SUPPRY PLATER AND ASSOCIATES, NC., RECORDED IN THE LAND SUPPRY PLATER AND ASSOCIATES IN BOOK 1 AT PROE 3832, RECEPTION NO. 2009–002. ELEVATION OF 5379.53 FEET. (NAVD 1988 DATUM)

BASIS OF BEARING

DEADS OF DEARING ARE BASED ON GRID BEARINGS OF THE EXAMPLS SHOWN HERCIN ARE BASED ON GRID BEARINGS OF THE COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE, PER THE SURVEY CONTROL DIAGRAM FOR COOT PROJECT NO. IM 0253–173, DEPOSITED IN THE RECORDS OF ADAMS COUNTY COLORADO IN BOOK 1 AT PAGE 2735 OF LAND SURVEY PLATS. THE NORTH LINE OF THE NET/4 OF SECTION 3, T.Z.S., RESW, OF THE GITH P.M. BEARS S8959(25°E, AND IS MONUMENTED BY THE MONUMENTS SHOWN HEREON.

LEGAL DESCRIPTION

LEGAL DESCRIPTION PART OF THE WCELWAIN TRACT, A SUBDIVISION RECORDED IN FILE 12 AT MAP 40, ADAMS COUNTY RECORDS, PART OF MCELWAIN TRACT 2, A SUBDIVISION RECORDED IN FILE 12 AT MAP 153, ADAMS COUNTY RECORDS, PART OF LOT 1 AND LOT 2, HOLDAY PARK, COUNTY RECORDS, PART OF COM TAND LOT 2, HOLDAY PARK, COUNTY RECORDS, PART OF COMMUNTY CENTER DRVE AND A PART OF THE NORTH ONE HALF OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

CAUTION - NOTICE TO CONTRACTOR

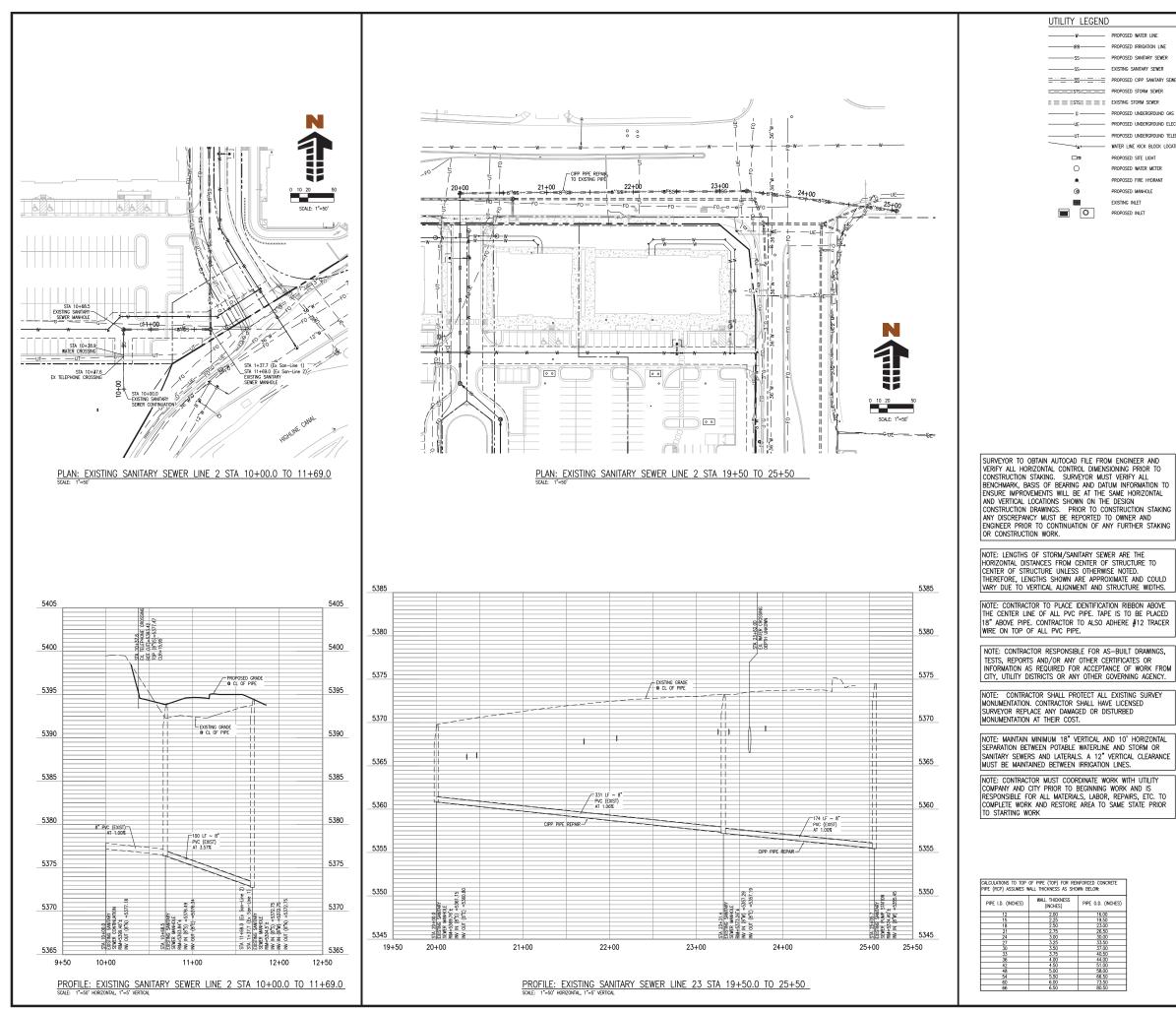
ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SUFFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PROVIDEN TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.

WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SULF LEXISTING UTILITY, PRIOR TO CONSTRUCTION ETIMER THROUGH POTHOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

SOIL PREPARATION AND PAVEMENT DESIGN NOTE SOIL PREPARATION AND PAVEMENT DESIGN SHALL BE PER RECOMMENDATIONS FROM A GEOTECHNICAL REPORT PREPARED FOR THIS SITE AS FOLLOWS:

GEOTECHNICAL ENGINEER: TERRACON CONSULTANTS, INC. REPORT NO: 25125106

8 THE CONTRACTOR MUST FULLY REVEW THIS REPORT PROR TO CONSTRUCTION INFORMATION IN THE GEDTECHNICH, REPORT SUPERSEDES ANY COMPLETING ADDRMANDY CONTAINED AT THE CONSTRUCTION PLANS MID SECTIONATION FOR ADDRESS ANY COMPLETING ADDRESS FOR SPECIFIC SOL PREPARATION AT SITE STRUCTURES. CALL UTILITY NOTHCATION CENTER OF COLORADO 811 BUSINESS DAYS IN ADVANCE BEFORE EXCAVE FOR THE MADE CALL 2-BUSNESS DAYS IN ADWARD BEFORE YOUNG, BIL CALL 2-BUSNESS DAYS IN ADWARD BEFORE YOUNG, GRADE, OR EXCAME FOR THE MARKING OF UNDERWOODING



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PROPOSED FIRE HYDRAN

EXISTING INLET

EX. LINE 3 ÷ 76125 EX. LINE 2

KEY MAP

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C7.2

BENCHMARK

CUT CROSS IN WALK ON THE EAST SIDE OF GRANT STREET APPROXIMATELY 400 FEET SOUTH OF 120TH AVENUE AS SHOWN ON THE ALT/ACSM LAND TILE SURVEY BY BAYER AND ASSOCIATES, INC., RECORDED IN THE LAND SURVEY PLATS / RIGHT OF WAY SURVEYS IN BOOK 1 AT PAGE 352, RECEPTION NO. 2009–002. ELEVATION OF 5370 53 EET. (AUND 1089 NOTWO) 5379.53 FEET. (NAVD 1988 DATUM)

BASIS OF BEARING

ERAINGS SHOWN HEREON ARE BASED ON GRID BEARINGS OF THE COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE, PER THE SURVEY CONTROL DURGNAY FOR COOT PROJECT NO. IM 0233-173, DEPOSITED IN THE RECORDS OF ADM/S COUNTY COLORADO. IN BOOK 1 AT PAGE 2735 OF LAND SURVEY PLATS. THE NORTH LINE OF THE NE1/4 OF SECTION 3, T.2S., R.68W., OF THE 6TH P.M. BEARS S89'50'25"E, AND IS MONUMENTED BY THE MONUMENTS SHOWN HEREON.

LEGAL DESCRIPTION

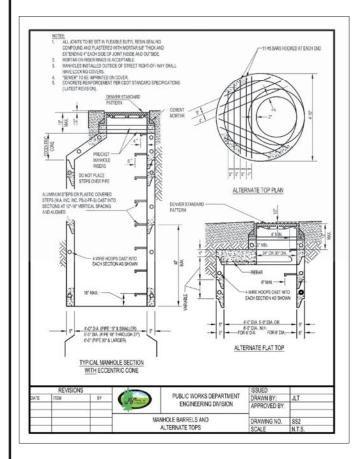
LECAL DESCRIPTION PART OF THE MCELWAIN TRACT, A SUBDIVISION RECORDED IN FILE 12 AT MAP 40, ADAMS COUNTY RECORDS, PART OF MCELWAIN TRACT 2, A SUBDIVISION RECORDED IN FILE 12 AT MAP 153, ADAMS COUNTY RECORDS, PART OF LOT 1 AND LOT 2, HOLDAY PARK, A SUBDIVISION RECORDED IN FILE 16 AT MAP 427, ADAMS COUNTY RECORDS, PART OF COMMUNITY CENTER DRIVE AND A PART OF THE NORTH ONE HALF OF SECTION 3, TOWNSHIP 2 SOUTH RAVGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. OF COLORADO

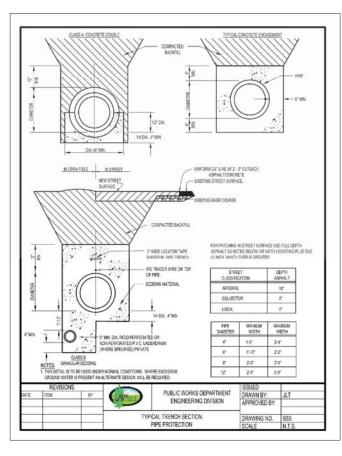
CAUTION - NOTICE TO CONTRACTOR

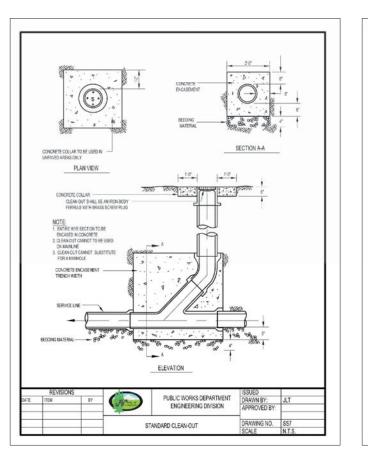
ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SUFFACE EVOLENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS ON TO, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENSINEER PRIOR TO CONSTRUCTION. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE

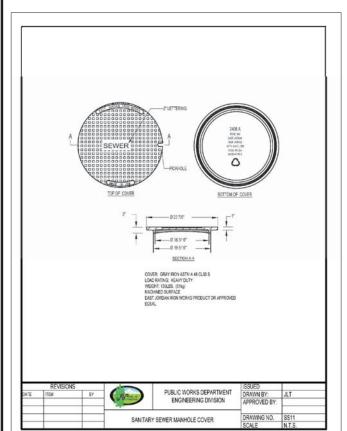
CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, PRIOR TO CONSTRUCTION ETHER THROUGH POTHOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

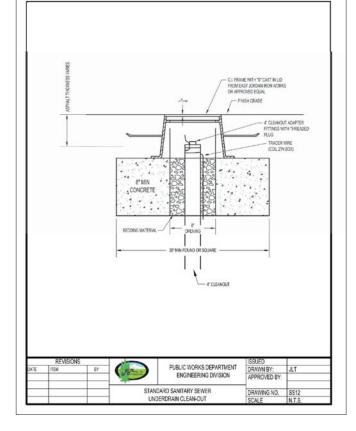
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SOIL PREPARATION AND PAVEMENT DESIGN SHALL BE PER RECOMMENDATIONS FROM A GEOTECHNICAL REPORT PREPARED FOR THIS SITE AS FOLLOWS:	
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THE CONTRACTOR MUST FULLY REVIEW THIS REPORT PRIOR TO DUSTRUCTOR, AFORMAT IN THE GEOTECHNICAL REPORT SUPERSEDES ANY CONFLICTING INFORMATION CONTAINED THE CONSTRUCTION PLANS AND SPECIFICATIONS. REFER OF DEPENDS TRUCTURAL NOES FOR SPECIFIC SOIL PREPARATION AT SITE STRUCTURES.	
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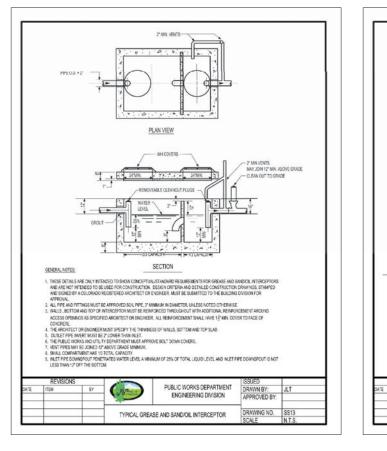


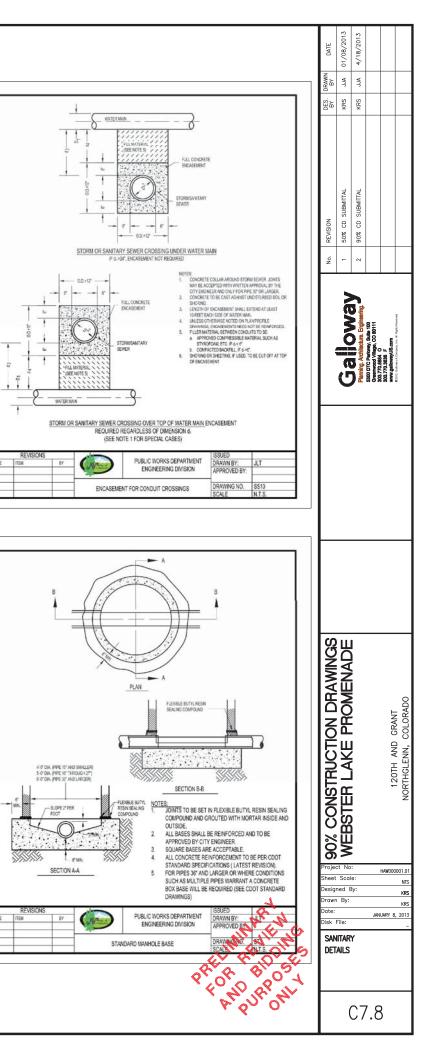


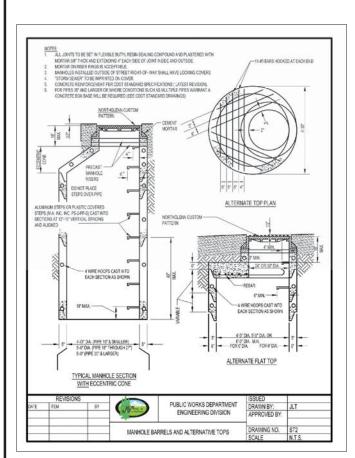


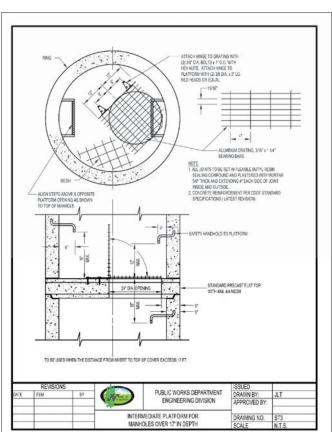


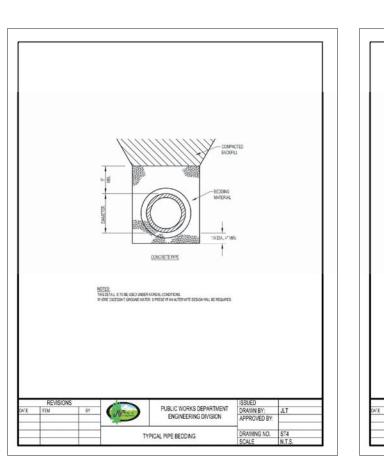


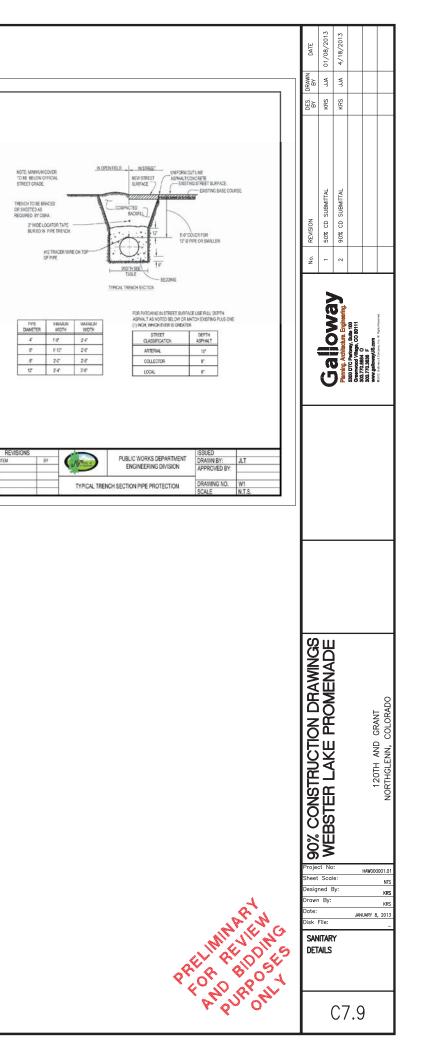


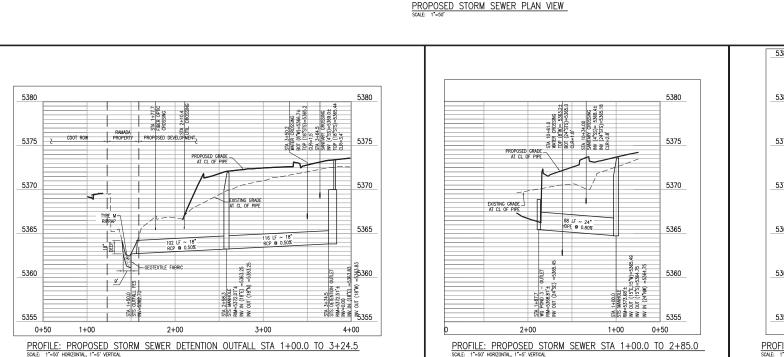


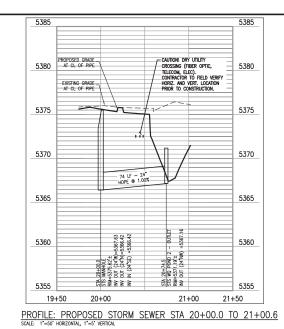


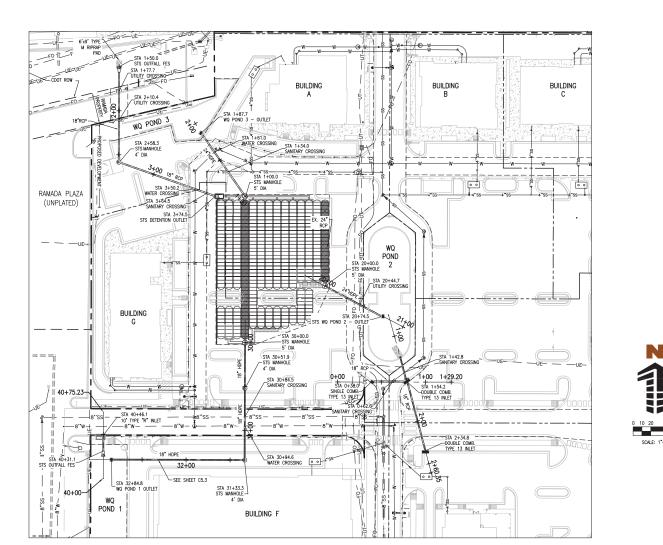












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NOTE: LENGTHS OF STORM/SANITARY SEWER ARE THE HORIZONTAL DISTANCES FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED. THEREFORE, LENGTHS SHOWN ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT AND STRUCTURE WIDTHS.

NOTE: CONTRACTOR TO PLACE IDENTIFICATION RIBBON ABOVE THE CENTER LINE OF ALL PVC PIPE. TAPE IS TO BE PLACED 18" ABOVE PIPE. CONTRACTOR TO ALSO ADHERE #12 TRACER WIRE ON TOP OF ALL PVC PIPE.

NOTE: CONTRACTOR RESPONSIBLE FOR AS-BUILT DRAWINGS, ITESTS, REPORTS AND/OR ANY OTHER CERTIFICATES OR INFORMATION AS REQUIRED FOR ACCEPTANCE OF WORK FROM CITY, UTILITY DISTRICTS OR ANY OTHER GOVERNING AGENCY.

NOTE: CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION. CONTRACTOR SHALL HAVE LICENSED SURVEYOR REPLACE ANY DAMAGED OR DISTURBED MONUMENTATION AT THEIR COST.

NOTE: MAINTAIN MINIMUM 18" VERTICAL AND 10' HORIZONTAL SEPARATION BETWEEN POTABLE WATERLINE AND STORM OR SANITARY SEWERS AND LATERALS. A 12" VERTICAL CLEARANCE MUST BE MAINTAINED BETWEEN IRRIGATION LINES.

NOTE: CONTRACTOR MUST COORDINATE WORK WITH UTILITY COMPANY AND CITY PRIOR TO BEGINNING WORK AND IS RESPONSIBLE FOR ALL MATERIALS, LABOR, REPAIRS, ETC. TO COMPLETE WORK AND RESTORE AREA TO SAME STATE PRIOR TO STARTING WORK

SOIL PREPARATION AND PAVEMENT DESIGN NOTE SOIL PREPARATION AND PAVEMENT DESIGN SHALL BE PER RECOMMENDATIONS FROM A GEOTECHNICAL REPORT PREPARED FOR THIS SITE AS FOLLOWS:

GEOTECHNICAL ENGINEER: TERRACON CONSULTANTS, INC. REPORT NO: 25125106

THE CONTRACTOR MUST FULLY REVIEW THIS REPORT PROR TO CONSTRUCTION. INFORMATIC IN THE CONTENNION. REPORT SUPERSEDES ANY CONFLICTION. INFORMATION CONTAINED IN THE CONSTRUCTION FLANS AND SPECIFICATIONS. REFER TO GENERAL STRUCTURAL NOTES FOR SPECIFIC ON PREPARATION AT SITE STRUCTURES.

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CALCULATIONS TO TOP OF PIPE (TOP) FOR REINFORCED CONCRETE PIPE (RCP) ASSUMES WALL THICKNESS AS SHOWN BELOW:

2.00

PIPE I.D. (INCHES)

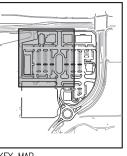
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WALL THICKNESS (INCHES) PIPE 0.D. (INCHES)

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KEY MAP

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	PROPOSED WATER LINE
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	EXISTING STORM SEWER
	PROPOSED STORM SEWER BY OTHERS
	PROPOSED STORM SEWER
	PROPOSED STORM SEWER (LESS THAN 12")
	PROPOSED UNDERGROUND GAS LINE
	PROPOSED UNDERGROUND ELECTRICAL
	PROPOSED UNDERGROUND TELEPHONE
	WATER LINE KICK BLOCK LOCATION
	PROPOSED SITE LIGHT
	PROPOSED WATER METER
	PROPOSED FIRE HYDRANT
	PROPOSED MANHOLE
	EXISTING INLET
	PROPOSED INLET

BENCHMARK

CUT CROSS IN WALK ON THE EAST SIDE OF GRANT STREET APPROXIMATELY 400 FEET SOUTH OF 120TH AVENUE AS SHOWN ON THE ALTA/ACSM LAND TITLE SURVEY BY BAYER AND ASSOCIATES, INC., RECORDED IN THE LAND SURVEY PLATS / RIGHT OF WAY SURVEYS IN BOOK 1 AT PAGE 3632, RECEPTION NO. 2009-002. ELEVATION OF 5379.53 FEET. (NAVD 1988 DATUM)

BASIS OF BEARING

DRATIS OF DEVALUATION OF THE CONTRACT OF THE COLORADO COORDINATE SYSTEM OF 1983, NORTH ZONE, PER THE SURVEY CONTROL DAGRAW FOR CODT PROJECT NO. M 0253-173, DEPOSITED IN THE RECORDS OF ADMIS COUNTY COLORADO IN BOOK 1 AT PAGE 2735 OF LAND SURVEY PLATS. THE NORTH LINE OF THE NE1/4 OF SECTION 3, T.2.S., R.68W., OF THE 6TH P.M. BEARS S89'50'25"E, AND IS MONUMENTED BY THE MONUMENTS SHOWN HEREON.

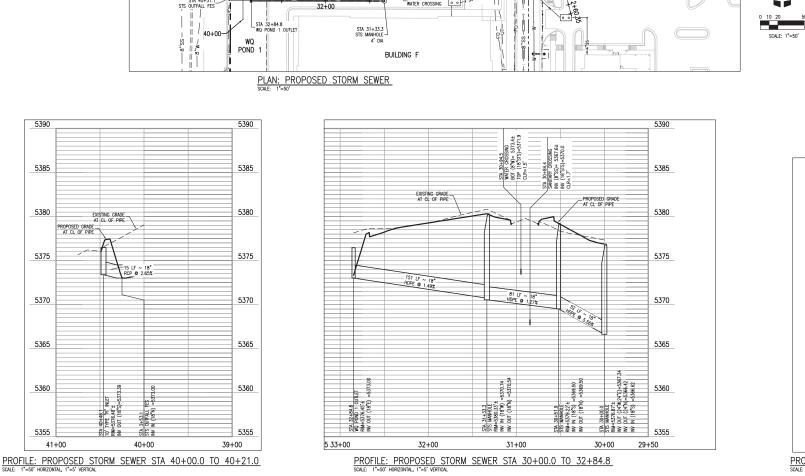
LEGAL DESCRIPTION

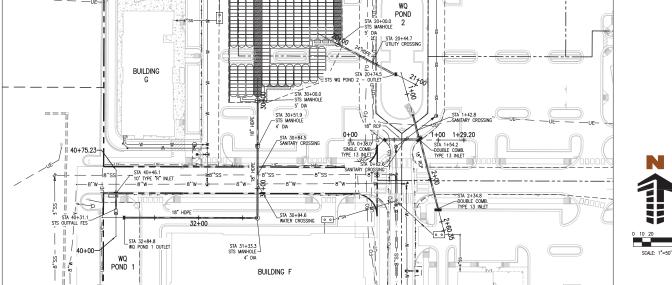
LEGAL DESCRIPTION PART OF THE MCELWAIN TRACT, A SUBDIVISION RECORDED IN FILE 12 AT MAP 40, ADAMS COUNTY RECORDS, PART OF MCELWAIN TRACT 2, A SUBDIVISION RECORDED IN FILE 12 AT MAP 153, ADAMS COUNTY RECORDS, PART OF LOT 1 AND LOT 2, HOLDAY PARK, A SUBDIVISION RECORDED IN FILE 16 AT MAP 427, ADAMS COUNTY RECORDS, PART OF COT 1 AND LOT 2, HOLDAY PARK, A SUBDIVISION RECORDED IN FILE 16 AT MAP 427, ADAMS COUNTY RECORDS, PART OF COMMUNITY CENTER DRIVE AND A PART OF THE NORTH ONE HALF OF SECTION 3, TOWNSHIP 2 SOUTH, ANGE 68 WEST OF THE 6TH PPINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO OF COLORADO

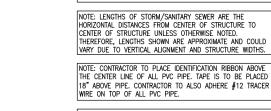
CAUTION - NOTICE TO CONTRACTOR

- I. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE FUDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERITY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION, REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.









OR CONSTRUCTION WORK.

NOTE: CONTRACTOR RESPONSIBLE FOR AS-BUILT DRAWINGS, TESTS, REPORTS AND/OR ANY OTHER CERTIFICATES OR INFORMATION AS REQUIRED FOR ACCEPTANCE OF WORK FROM CITY, UTILITY DISTRICTS OR ANY OTHER GOVERNING AGENCY.

SURVEYOR TO OBTAIN AUTOCAD FILE FROM ENGINEER AND

VERIFY ALL HORIZONIAL CONTROL DIMENSIONING PRIOR TO CONSTRUCTION STAKING. SURVEYOR MUST VERIFY ALL BENCHMARK, BASIS OF BEARING AND DATUM INFORMATION TO ENSURE IMPROVEMENTS WILL BE AT THE SAME HORIZONTAL

ENDIVERTICAL LOCATIONS SHOWN ON THE DESIGN CONSTRUCTION DRAWINGS. PRIOR TO CONSTRUCTION STAKING ANY DISCREPANCY MUST BE REPORTED TO OWNER AND ENGINEER PRIOR TO CONTINUATION OF ANY FURTHER STAKING

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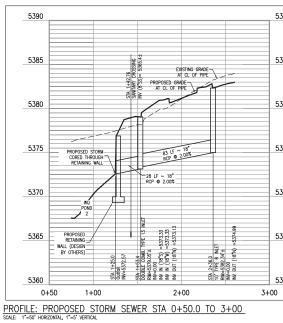
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	PROPOSED STORM SEWER (LESS THAN 12")
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	PROPOSED UNDERGROUND ELECTRICAL
	PROPOSED UNDERGROUND TELEPHONE
	WATER LINE KICK BLOCK LOCATION
	PROPOSED SITE LIGHT
	PROPOSED WATER METER
	PROPOSED FIRE HYDRANT
	PROPOSED MANHOLE
	EXISTING INLET
]	PROPOSED INLET

CALCULATIONS TO TOP OF PIPE (TOP) FOR REINFORCED CONCRETE PIPE (RCP) ASSUMES WALL THICKNESS AS SHOWN BELOW:

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PIPE I.D. (INCHES)	WALL THICKNESS (INCHES)	PIPE O.D. (INCHES)
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15	2.25	19.50
18	2.50	23.00
21	2.75	26.50
24	3.00	30.00
27	3.25	33.50
30	3.50	37.00
33	3.75	40.50
36	4.00	44.00
42	4.50	51.00
48	5.00	58.00
54	5.50	66.50
60	6.00	73.50
66	6.50	80.50

BENCHMARK

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BASIS OF BEARING

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LEGAL DESCRIPTION

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2.	WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY FULS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERITY THE HOROWATIA. AND VERTICAL LOCATION OF SUCH EXISTING UTILITY FORCE TO CONSTRUCT ETITLER THROUGH POTHOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.
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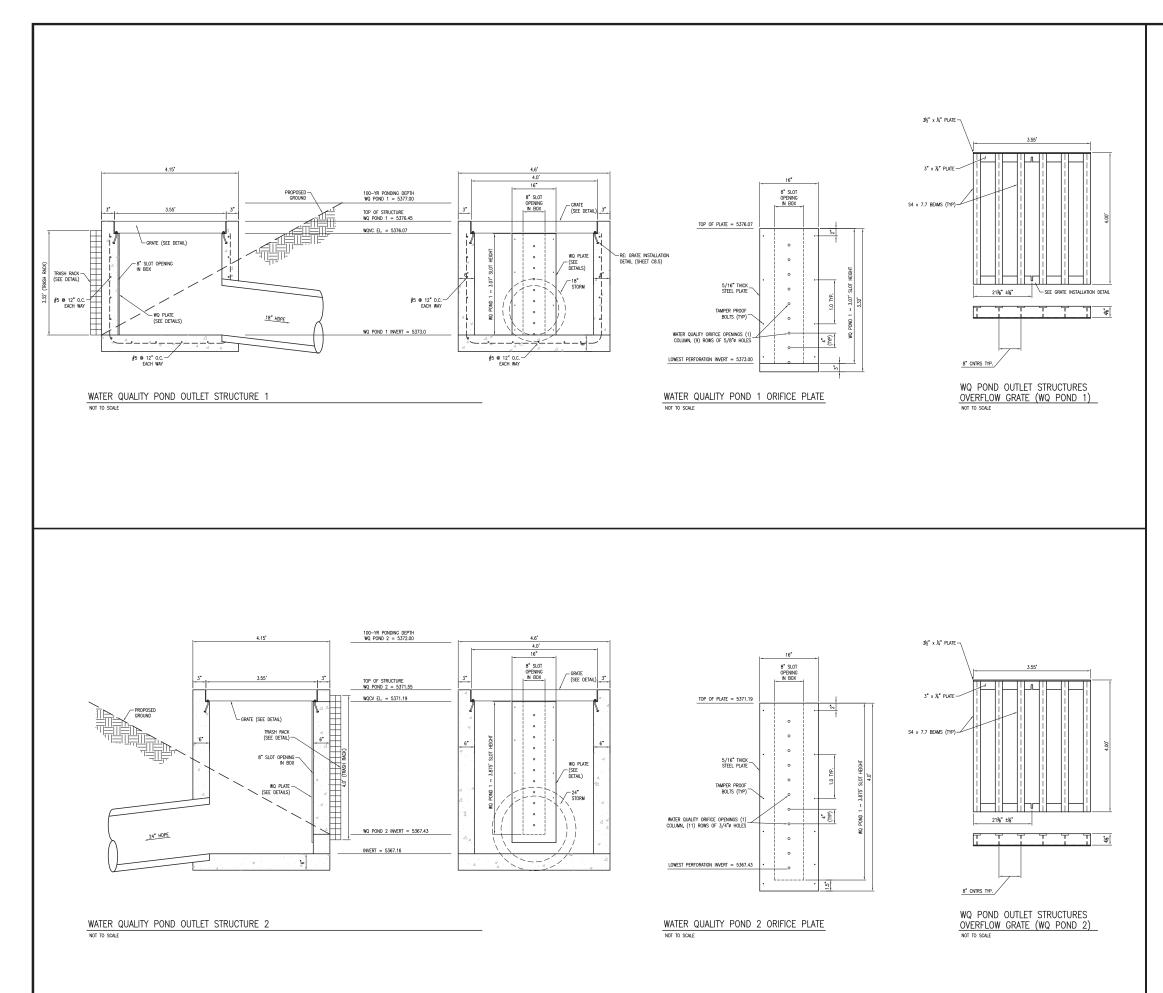
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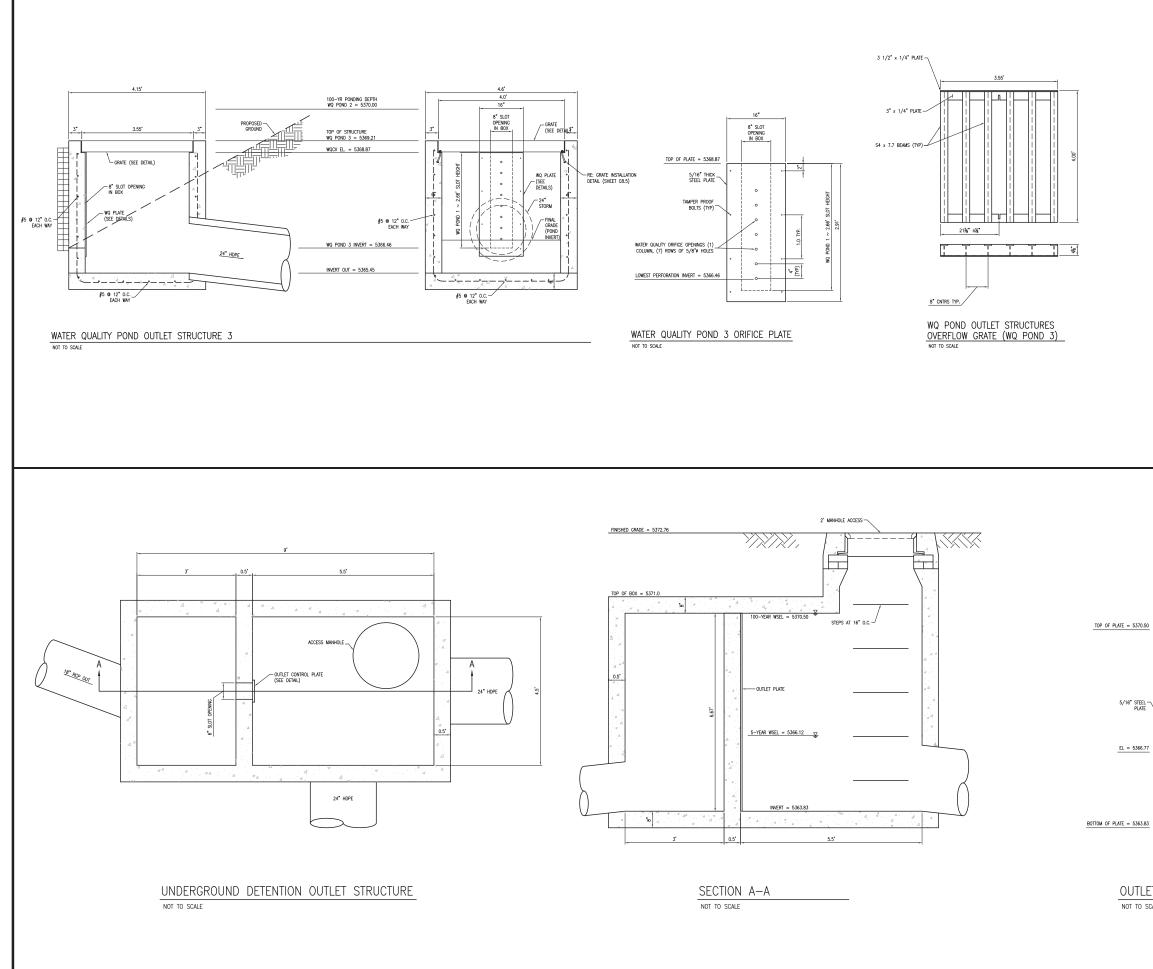
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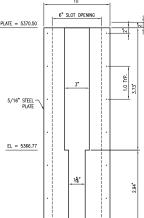
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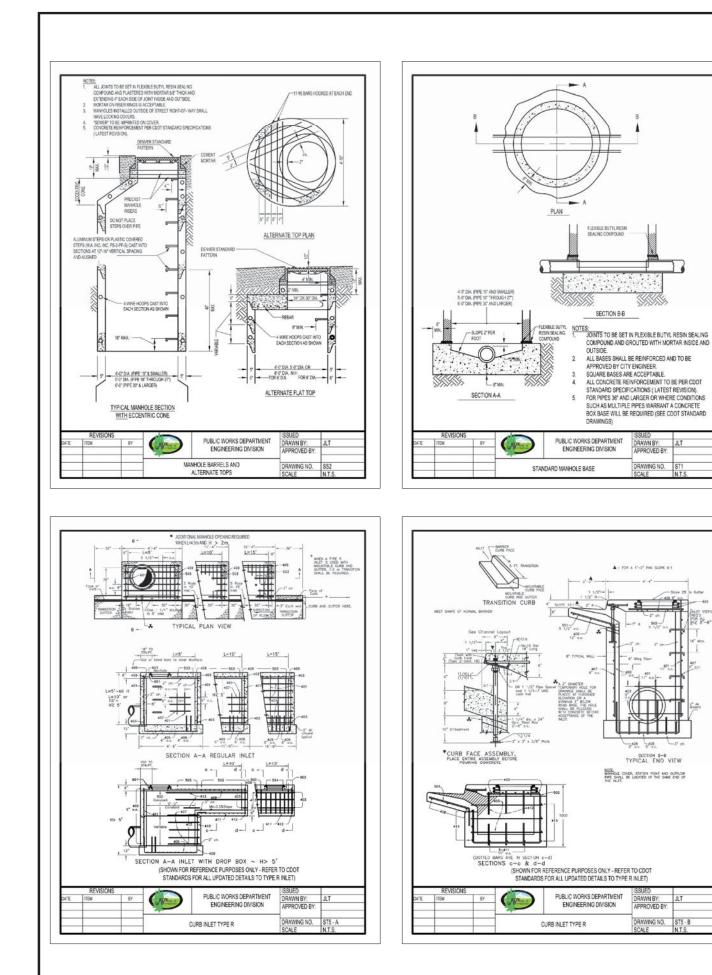
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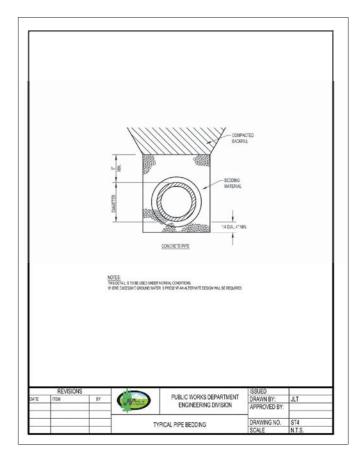


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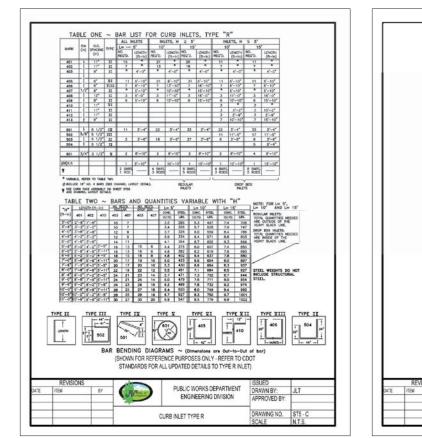
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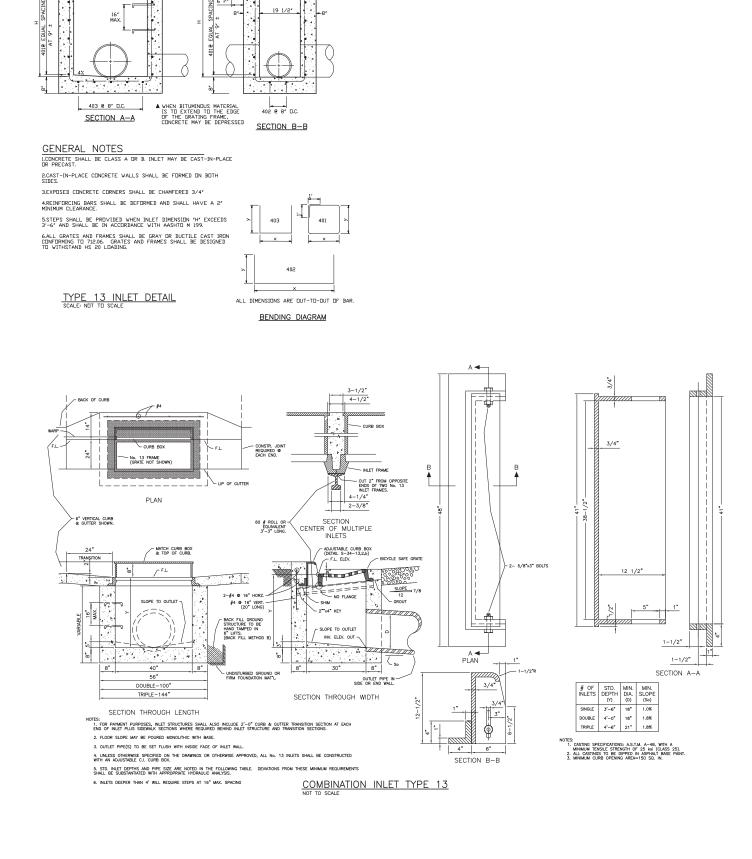
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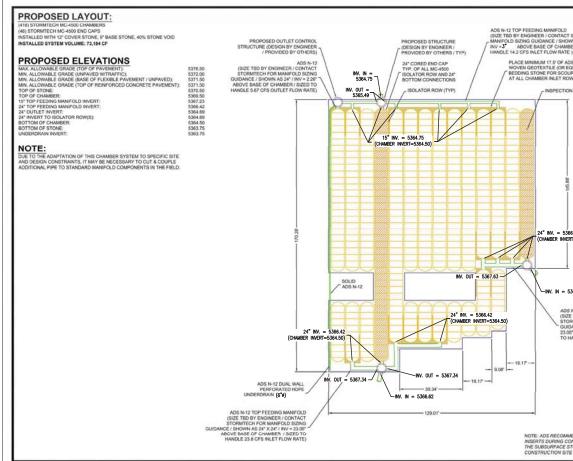
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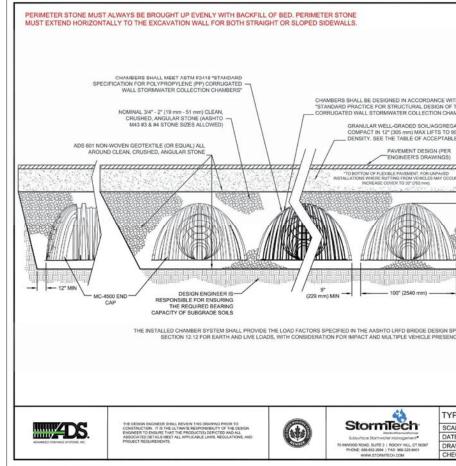
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EXHIBIT E

Preliminary Opinion of Probable Cost - Onsite Improvements

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0	N-SITE IMPROVEMENTS	Quantity	Unit	Unit Cost	Total
	Water				
1	Fire Hydrant Assembly	6	EA.	\$3,500.00	\$21,000.00
2	12" PVC Water Line	0	L.F.	\$35.00	\$0.00
3	8" PVC Water Line	400	L.F.	\$28.00	\$11,200.00
4	6" DIP Water Line	65	L.F.	\$50.00	\$3,250.00
5	Copper Water Service	420	L.F.	\$28.00	\$11,760.00
6	12" Fittings (bends, tees, crosses)	1	EA.	\$300.00	\$300.00
7	8" Fittings (bends, tees, crosses)	10	EA.	\$250.00	\$2,500.00
8	8" Gate Valve, stem and Valve box	2	EA.	\$750.00	\$1,500.00
9	6" Gate Valve, stem and Valve box	6	EA.	\$700.00	\$4,200.00
10	Thrust Block	11	EA.	\$125.00	\$1,375.00
11	Water Meter Assembly & Pit	7	EA.	\$4,000.00	\$28,000.00
	Storm Sewer				
1	6" PVC Roof Drain	0	L.F.	\$30.00	\$0.00
2	18" RCP Storm Pipe	225	L.F.	\$49.50	\$11,137.50
3	24" HDPE Storm Drain	340	L.F.	\$35.00	\$11,900.00
4	18" Flared End Section	2	EA.	\$750.00	\$1,500.00
5	15' Type 'R' Inlet	1	EA.	\$5,500.00	\$5,500.00
6	Water Quality Outlet Structure	3	EA.	\$6,000.00	\$18,000.00
7	5' Dia Manhole	4	EA.	\$3,500.00	\$14,000.00
8	Underground Detention System	82764	CF	\$6.00	\$496,584.00
9	Pond Outlet Structure	1	EA.	\$10,000.00	\$10,000.00
Su	ub-total - On-Site Improvements				\$653,706.50
	Contingency			10%	\$65,370.65
Т	OTAL ON-SITE IMPROVEMENTS				\$719,077.15

EXHIBIT F

When Recorded Return to: Bryan B. Todd 358 So. Rio Grande, Suite 200 SLC, UT 84101

GRANT OF EASEMENTS AND DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS GRANT OF EASEMENTS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of ______, 2013 by HD NORTHGLENN, LLC, a Utah limited liability company ("Declarant"), regarding the Shopping Center Land defined below.

RECITALS

A. **Shopping Center.** Declarant is the owner of the Shopping Center Land. Declarant intends that the Shopping Center, as defined herein, shall be constructed on the Shopping Center Land. All of the Shopping Center Land shall be subject to this Declaration. Notwithstanding any other provision hereof, Declarant may add additional land to the Shopping Center and submit the same to the provisions of this Declaration, with such specific provisions related to such additional land as Declarant may reasonably deem appropriate, in Declarant's sole discretion and without the consent of any other party.

B. **Intent.** Declarant desires to restrict the Shopping Center in accordance with the terms and provisions of this Declaration in order to provide for (i) the orderly development and operation of the Shopping Center, (ii) the construction of compatible improvements in the Shopping Center, (iii) common easements for ingress and egress of pedestrian and vehicular traffic, (iv) reciprocal parking rights, and (v) such other matters as are provided herein.

DECLARATION

NOW THEREFORE, Declarant hereby makes this Declaration, and hereby declares that the Shopping Center Land shall be and hereby is subjected to the following covenants, conditions, restrictions and easements, which shall run with the Shopping Center Land:

1. PRELIMINARY

1.1 **Definitions:**

1.1.1 "Building": Any Building constructed on the Shopping Center Land.

1.1.2 "Building Areas": The areas shown as containing Buildings on the Site

Plan.

1.1.3 "**Building Limit Lines**": The lines delimiting the Building Areas as shown on the Site Plan.

1.1.4 "City": the City of Northglenn, Colorado.

1.1.5 "**Common Areas**": All those areas of the Shopping Center Land which are not Building Areas, together with those portions of the Building Areas which are not from time to time actually covered by a Building or other commercial structure or which cannot, under the terms of this Declaration, be used for Buildings, including, without limitation: sidewalks; walkways; aisles and driveways providing ingress and egress to the stores, offices, Buildings and parking areas and to and from adjacent streets and highways; parking areas; unloading areas (except for trash facilities, truck docks and ramps which are for the exclusive use of a particular Owner or Tenant).

1.1.6 "**Common Facilities**": All Common Area shrubbery, plantings and other landscaping; the illuminating and mechanical equipment used exclusively in connection with the Common Areas; all utility lines and facilities, including sewer lines and facilities, servicing the Lots to the perimeter walls of any Building; such common or shared grease traps as Declarant may elect to provide; the Shopping Center Signs; all Shopping Center water quality areas, and storm water detention and retention areas, including underground facilities (collectively, "**Water Control Areas**"); and all other Shopping Center facilities designated by Declarant from time to time as Common Facilities. Canopies which extend over the Common Areas, together with any columns or posts supporting the same, shall be deemed to be a part of the Building to which they are attached and not Common Facilities.

1.1.7 "County:" Adams, County, Colorado.

1.1.8 "County Recorder:" The Official Recorder of Public Records of the

County.

1.1.9 **"Declarant":** Declarant as named above, as well as any successor in interest to whom a Declarant assigns its rights as Declarant hereunder.

1.1.10 "**Default Rate**": A rate of interest equal to the lesser of (i) the highest rate allowed by law, or (ii) six percent (6%) over the Prime Rate.

1.1.11 "Floor Area": With respect to the commercial space in the Shopping Center, Floor Area shall mean the total number of square feet of ground floor space in a Building, whether or not actually occupied, excluding basement, subterranean, utility and/or sprinkler riser rooms, balcony, mezzanine and additional story space, unless that space is used as selling area. Floor Area shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or non-structural components. With respect to any office Buildings, Floor Area shall mean the total number of leasable square feet as determined using the latest BOMA standards. 1.1.12 "**Lessee**": Any Person which has entered into a lease for a portion of the Shopping Center. "Lessee" does not include a sublessee, licensee or concessionaire of a Lessee except for a sublessee of the entire leasehold for a term of fifteen (15) years or more, or the remaining term of the lease if less.

1.1.13 "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Lot.

1.1.14 **"Lot Monument Signs":** Monument signs, to be located on a Lot in locations approved by both the City, Declarant and the applicable Owner.

1.1.15 "Manager": As defined in Section 5.2.

1.1.16 "**Owner**": The record holder of fee simple title to a Lot, its heirs, personal representatives, successors and assigns.

1.1.17 "Lot": A separate legally subdivided potion of the Shopping Center Land.

1.1.18 "**Person**": any individual, partnership, limited liability company, firm, association, corporation, trust, governmental agency, administrative tribunal or any other form of business or legal entity.

1.1.19 "**Prime Rate**": The prime rate of interest reported from time to time on the financial page of the Wall Street Journal (or such successor index as is generally accepted in lieu thereof).

1.1.20 "**Prorata Share**": a fraction, the numerator of which shall be the Floor Area of completed Buildings on a Lot, and the denominator of which shall be the total Floor Area of completed Buildings on all of the Shopping Center Land.

1.1.21 "**Restrictions**": The easements, covenants, restrictions, liens and encumbrances contained in this Declaration.

1.1.22 "Service Facilities": Loading docks, trash enclosures, bottle storage areas and other similar service facilities.

1.1.23 "**Shopping Center**": The shopping center to be built on the Shopping Center Land, together with all improvements located thereon and all appurtenances thereunto pertaining.

1.1.24 "Shopping Center Land": The land legally described on Exhibit A attached hereto.

1.1.25 "**Shopping Center Signs**": Monument or pylon signs, if any, which are located at any time on the Shopping Center Land or off-site serving the Shopping Center (including, without limitation, any off-site electronic message and/or reader board sign), and which service more than one occupant thereof.

1.1.26 "Site Plan": The site plan attached hereto as Exhibit B, as the same may be amended from time to time in accordance with the provisions of this Declaration. All depictions of the Shopping Center are conceptual only until actually constructed, and the actual Shopping Center may be constructed differently than shown (including of a significantly larger or smaller size and/or configuration); likewise, actual Lots may vary from what is shown on the Site Plan. The Shopping Center may also be expanded, reduced or otherwise modified (including the type of shopping center and the tenants therein) to such extent as desired at any time and from time to time by Declarant. No assurance is made as to the construction of any portion of the Shopping Center, or the presence or nature of any other occupants, including, without limitation, any "anchor" or lead tenants. Declarant reserves the right to build and modify the Shopping Center as it may desire in its sole discretion at any time, and modify the Site Plan accordingly

1.1.27 "State:" The State of Colorado.

1.2 **Subordination.** As of the date that this Declaration is recorded in the records of the County Recorder, the Owner of each Lot shall cause each Lienholder on the Owner's Lot to subordinate its lien against such Lot to this Declaration by signing and acknowledging a counterpart signature page for the Acknowledgment and Consent of Lender that is attached hereto. All executed counterpart pages shall be attached to and recorded with this Declaration.

2. BUILDING AND COMMON AREA DEVELOPMENT

2.1 **Building Location:** Except as may be otherwise approved by Declarant in writing, all Buildings and other structures in the Shopping Center shall be placed or constructed only within the Building Areas, subject to the following terms and conditions:

2.1.1 **Supports.** Canopies, eaves and roof overhangs (including columns or posts supporting the same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress, may Shopping Center from the Building Area into the Common Area of the particular Lot.

2.1.2 **Standard.** All Buildings and other improvements shall be constructed and maintained in accordance with all local, State and federal laws, rules and regulations applicable thereto.

2.1.3 **Parking.** Parking requirements for the development shall be as follows:

Retail Uses:	1:200 sq. ft. GLA
Office and Service Businesses:	1:300 sq. ft. GLA
Restaurant Uses:	1:100 sq. ft. GLA
Daycare/Preschool:	1:400 sq. ft. GLA

Drive-Thru Equivalent: Each 20' of Queue = 1 Space

2.2 Common Areas and Facilities: The Common Areas and Facilities ("Common Areas and Facilities") are hereby reserved for the use of all Owners of the Shopping Center, their tenants, contractors, employees, agents, customers, licensees and invitees and the

subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants. The Common Areas and Facilities may be used for their manifestly intended purposes, such as vehicular driving, parking, pedestrian traffic, directional signs, permitted signage, sidewalks, walkways, landscaping, perimeter walls and fences, parking lot lighting, utilities, and Service Facilities, and for no other purpose unless otherwise specifically provided in this Declaration. The Common Areas and Facilities shall be constructed in accordance with the Site Plan as it may be modified as permitted herein, and shall be kept and maintained as provided for herein. The sizes and arrangements of the Common Areas and Facilities, including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas, together with necessary planting, may not be changed without the prior written consent of Declarant.

2.3 Type and Design of Building:

2.3.1 **Quality and Compatibility.** Each Building shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with the Buildings constructed therein by Declarant, as determined by Declarant, subject to the following:

2.3.1.1 Elevations and Signage. No Building may be constructed nor the exterior of any existing Building changed in any way (including, without limitation, signs and color) without the prior written approval of Declarant as evidenced by Declarant's signature on each page of a copy of the applicable plans and specifications.

2.3.1.2 **Plan Approval**. Before the construction of any Building or any modification of an existing Building is commenced, sufficient information shall be sent to the ACC (as defined in Section 12 below) to enable the ACC to make a reasonable determination as to the architectural and aesthetic compatibility of said Building or modification with all other Buildings and meets the requirements of said Article 12. No approval of the architectural and aesthetic compatibility of any Building or modification of a Building shall waive any requirement that all Buildings be built of first quality construction or any other requirement applicable under this Declaration. The individual building designs will be controlled by the "Webster Lake Promenade Vision Book & Design Guidelines" which this Declaration shall supplement. In addition to all other approvals required hereunder, prior to the issuance of any building permit the City must review and approve the following:

- Grading and drainage plan and report;
- Erosion control plan;
- Water and sanitary sewer utility construction plans;
- Landscape plans;
- Complete construction plans for all required public improvements, gutter, sidewalk and trails on and adjacent to this site.

2.3.2 **Fire Rating.** Every Building, including those with party walls, shall be constructed in such a manner as to not adversely affect the insurance fire rating of any other Building (so that each Building shall be fire-rated as a separate and distinct unit without deficiency charge).

2.3.3 **Structural Integrity.** No Building shall be built in such a manner as adversely to affect the structural integrity of any other Building.

2.3.4 **Height.** The Buildings on Pads B, C, D and G as shown on the Site Plan shall not exceed one story nor twenty-four feet (24') above finished grade, including mechanical fixtures and equipment and screening for same (except that architectural embellishments may extend to not more than twenty-nine feet (29') above finished grade), without Declarant's prior written consent, in its sole and absolute discretion.

2.3.5 **Building Maintenance.** Each Owner shall maintain or cause to be maintained the exterior of any Building located on such Owner's Lot in a quality and condition comparable to that of first class shopping centers of comparable size and nature located in the same geographic area as the Shopping Center. All Service Facilities shall be attractively screened from view from the parking areas.

2.4 **Construction Requirements:**

2.4.1 **Timing and Manner of Work**. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any Building, sign or Common Facilities shall be effected as expeditiously as possible and in such a manner as to not unreasonably interfere, obstruct or delay (i) access to or from the Shopping Center, or any part thereof, to or from any public right-of-way, (ii) customer vehicular parking, or (iii) the receiving of merchandise by any business in the Shopping Center including, without limitation, access to Service Facilities. All Common Areas and Facilities shown on the Site Plan for a Lot shall be constructed and installed in advance of or in connection with the construction of the Building on the Lot. In addition:

2.4.1.1 Staging for the construction, replacement, alteration or expansion of any Building, sign or Common Facilities, including, without limitation, the location of any temporary Buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, shall be limited to that portion of the Shopping Center approved in writing by the Declarant, which shall be self-contained on the Lot where construction activity is to occur.

2.4.1.2 Unless otherwise specifically stated herein, the Person contracting for the performance of such work ("**Contracting Party**") shall, at its sole cost and expense, promptly repair and restore or cause promptly to be repaired and restored to its prior condition all Buildings, signs and Common Facilities damaged or destroyed in the performance of such work.

2.4.2 **Liens**. The Contracting Party shall not permit any liens to stand against any Lot for any work done or materials furnished in connection with the performance of any work, subject to the following:

2.4.2.1 The Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record.

2.4.2.2 The Contracting Party shall, within fifteen (15) days after receipt of written notice from an Owner or Lessee, cause any such outstanding lien or claim of lien to be released of record or transferred to bond in a manner reasonably satisfactory to the person giving notice, failing which such Owner or Lessee shall have the right, at the Contracting Party's expense, to transfer said lien to bond.

2.4.2.3 The Contracting Party shall indemnify, defend and hold harmless the Owners, Declarant, and occupants of the Shopping Center from any and all liability, claims, damages, expenses (including reasonable attorneys' fees incurred in or before any action, at trial, on appeal or in bankruptcy court), liens, claims of liens, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the otherwise indemnified person, its tenants, subtenants, agents, contractors or employees.

2.4.3 **Incidental Encroachments.** The Owners acknowledge and agree that incidental encroachments upon the Common Areas may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of Buildings, signs and Common Facilities, all of which are permitted hereunder so long as Declarant approves the same in writing in advance and all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the Common Areas or Common Facilities or with the normal operation of any business in the Shopping Center.

2.4.4 **Insurance.** During the course of any construction or repair as to any Building, the person responsible for such construction or repair shall obtain and maintain:

2.4.4.1 Commercial general liability insurance (as to which the other Owners and Declarant shall be additional insureds) on an "occurrence basis" against claims for "personal injury" including, without limitation, bodily injury, death or property damage occurring on, in or about the Shopping Center and the adjoining streets, sidewalks and passageways, with such insurance to be in single limit coverage in the minimum amount of Three Million Dollars (\$3,000,000.00);

2.4.4.2 Workers' compensation insurance for all employees of the entity conducting such construction who are engaged in such construction, in the amounts established by law; and

2.4.4.3 "Builder's completed value "all risk" insurance against "all risks of physical loss" including collapse and transit coverage, during construction or repair, with deductibles not to exceed Five Thousand Dollars (\$5,000.00), covering the total value of work performed and equipment, supplies and materials furnished.

2.4.5 **Condition Pending Construction.** Each Owner of any Lot, at its expense, shall maintain its Lot held for future construction in a clean condition, free from weeds, and either landscaped and/or covered with gravel base.

2.5 **Casualty and Condemnation:** In the event all or any portion of any Building is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such Building shall promptly restore or cause to be restored the remaining portion of such Building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such Building together with all rubble and debris related thereto. All Building Areas on which Buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such a manner as not adversely to affect the drainage of the Shopping Center or any portion thereof, and shall be covered by a one inch asphalt dust cap.

3. **EASEMENTS**

3.1 **Ingress, Egress and Parking:** Each Owner, as grantor, hereby grants to each other Owner and to its tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of each Lot, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Areas located on the grantor's Lot from time to time, except for those areas devoted to Service Facilities or drive-up or drive-through customer service facilities. The rights of ingress, egress and parking set forth in this Section shall apply to the Common Areas and Facilities for each Lot. However, in no event shall any such easement use result in any impairment, alteration of or interference with any Common Areas and Facilities without Declarant's prior written approval.

3.2 Utility Lines and Facilities:

3.2.1 **Grant.** Each Owner, as grantor, hereby grants to each other Owner, for the benefit of each Lot belonging to the other Owners, as grantees, a nonexclusive easement under, through and across the Common Areas of the grantor's Lot for the installation, operation, maintenance, repair and replacement of water drainage systems and structures, water mains and pipelines, storm and sanitary sewer pipelines and systems, water sprinkler system lines, telephone lines, electrical conduits, lines and systems, gas mains and pipelines, and other public or private utilities. In connection therewith:

3.2.1.1 All such systems, structures, mains, sewers, conduits, lines and facilities shall be installed in locations reasonably approved by Declarant, and shall be installed and maintained below ground level or surface of such easement areas, except for ground-mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any Buildings or improvements located in the Shopping Center).

3.2.1.2 The installation, operation, maintenance, repair and replacement of such easement facilities shall not interfere with the use of any Common Areas or Common Facilities or with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the Common Areas and/or Common Facilities resulting from such use, and shall provide as-built plans for all such

facilities to the Owners of all Lots upon which such utility lines and facilities are located, within thirty (30) days after the date of completion of construction of same.

3.2.2 **Relocation.** At any time and from time to time the Owner of a Lot shall have the right to relocate on its Lot any utility line or facility installed pursuant to the foregoing grant of easement which is then located in the land of such Owner, provided that any such relocation (i) shall be performed only after sixty (60) days notice of the Owner's intention to undertake the relocation shall have been given to the Owner of each Lot served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the Lots serviced by the utility line or facility, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (iv) shall be performed without cost or expense to the Owner or occupant of any other Lot, and (v) shall provide for the original and relocated area to be restored to the original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owners of all Lots served by all such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

3.2.3 Additional Grants. Each Owner agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the utility lines and facilities described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration, and provided that such easements do not interfere with or limit use of Building Areas as shown on the Site Plan.

3.2.4 **Signs:** Each Owner, as grantor, hereby grants to the other Owners and to each Lessee, for the benefit of each Lot belonging to the other Owners or in which a Lessee has an interest, as applicable, as grantees, an easement under, through and across the Common Areas of the grantor's Lot for the installation, operation, maintenance, repair and replacement of Shopping Center Signs and all utility lines and facilities appurtenant thereto. Except where otherwise specifically stated herein to the contrary, the grantee shall bear all costs related to the installation, maintenance, repair and replacement of its Lot Monument Sign and appurtenant facilities, shall repair to the original specifications any damage to the Common Areas and/or Common Facilities resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Lots upon which such facilities are located within thirty (30) days after the date of completion of construction of same.

3.3 **Building Encroachments:** Each Owner, as grantor, hereby grants to the other Owners and Lessees, for the benefit of each Lot belonging to the other Owners or in which a Lessee has an interest, as applicable, as grantees an easement for:

(a) any portion of any Building or structure located on any such Lot which may unintentionally encroach into or over the grantor's adjoining Lot by not more than six (6) inches;

(b) any footings, piers, piles, or grade beams of any Building or structure located on any such Lot which may intentionally or unintentionally encroach into or over the grantor's adjoining Lot, provided the easement for footings, piers, piles, grade beams does not exceed three (3) feet, and provided that the encroachments do not diminish the buildable area of the servient parcel; (c) the encroachment and construction, maintenance, use, repair, reconstruction rebuilding and replacement of common footings, common foundations and/or common walls if Declarant and/or any Owner use what is commonly known in the construction trade as common footings, common foundations and/or common walls for their respective improvements. As a condition to the use of common footings, common foundations and/or common walls, any Persons agreeing to the use of the same agree that if all or any part of their respective improvements are destroyed and are not restored, then the Person whose improvements are destroyed if such foundations, footings or walls (or any portions thereof) which were not destroyed if such foundations, footings or walls were being used as common footings, common foundations or common walls and the other Person using the same desires to continue such use; and

(d) the weather-tight attachment of permitted building improvements constructed on any Lot at and on the building improvements on another Lot, provided the manner of attachment shall be designed in accordance with generally accepted construction and engineering practices in the manner customary for improvements of such type and so as not to impose any load on the building improvements to which the same are to be attached, except as may be approved by the Owner thereof.

3.4 **Public Art Easement:** The City (which for purposes of this **Section 3.4** shall include the City's Arts & Humanities Foundation) is granted an easement for the installation, display, maintenance, repair, removal and replacement from time to time of works of art in such specific areas within the Common Areas as may be agreed upon from time to time by the City and Declarant (which locations may vary from time to time with the specific works of art), and subject to Declarant's approval of the specific works of art; provided, however, that the City and Declarant shall work together in good faith at all times and in a reasonable manner to seek to agree upon both the art to be displayed and the locations thereof.

The plans and specifications for and location and extent of all easements granted under this Section 3 shall be subject to the prior approval of Declarant, and the plans and specifications showing the improvements specified in this Section 3, together with the specific request by the grantee of the subject easement for approval of the location and extent of the encroachment of the subject easement, shall be submitted to Declarant prior to commencing use of such easement. The approvals required pursuant to the preceding sentence shall not be unreasonably withheld or delayed, but may be conditioned upon: (i) review and approval of sufficiently detailed plans and specifications for the subject improvements, (ii) the grantee's agreement to reimburse the grantor for all increased costs of construction of the grantor's Building due to such easement, (iii) an agreement from the grantee to defend, indemnify and hold harmless the grantor from and against any loss, costs, damages, liens, casualties, liabilities and expenses incurred by or asserted against the grantor in connection with or arising out of such easement, (iv) evidence that the grantee has obtained and will maintain adequate insurance concerning the subject easement, as reasonably required by Declarant and/or the grantor, and (v) evidence that the grantee has obtained all applicable governmental permits for the construction of the subject improvements. Approval of the easement shall constitute: (A) designation of the portions of the Shopping Center Land to be used for such easements, and (B) agreement by the grantee to use only those portions of the Shopping Center Land so designated. All footings, foundations, walls and other improvements constructed from time to time on any portion of the Shopping Center Land shall be constructed, maintained and used in compliance with all applicable laws, ordinances, rules

and regulations, including applicable zoning ordinances and building codes and shall be constructed in a good and workmanlike manner. The cost of maintaining, repairing and reconstructing any Common Areas and/or Common Facilities subject to this **Section 3.1** shall be borne equally by the parties affected by such facilities or as such parties may otherwise agree; provided, however, in the event that the maintenance, repair or reconstruction of such facilities is required primarily due to the acts or omissions of one party (the "**Responsible Party**") (or persons acting by, through or under the Responsible Party) and not the other, the Responsible Party shall bear the entire cost of such maintenance, repair or reconstruction. Each of the easements granted and created under this **Section 3** shall be effective on the date of this Declaration and shall remain in existence so long as the Building of the grantee (or any restoration or replacement thereof made during the term of this Declaration) remains in existence, including any restoration following a casualty or condemnation.

4. OPERATION OF COMMON AREAS AND FACILITIES

4.1 **Parking Charges.** There shall be no charge for parking in the Common Areas without prior written consent of the Declarant or unless otherwise required by law.

4.2 **Employee Parking.** The employees, contractors, agents, officers and partners of all Owners, Lessees and occupants of the Shopping Center shall use only the Employee Parking Areas on such Owner's Lot for parking, or as otherwise designated by Declarant in writing from time to time.

4.3 **Signs:**

4.3.1 Location, Design, Content, and Costs. Subject to governmental approval and the prior written approval of the Declarant with respect to location, size and design:
(i) Shopping Center Signs may be erected and maintained; and (ii) Lot Monument Signs may be placed on each of the Lots, subject to all of the terms and conditions of this Declaration, including the following terms and conditions:

4.3.1.1 The cost of constructing, maintaining, operating, repairing and replacing the Shopping Center Signs (including any costs of leasing any off-site signs) shall be paid by the Persons entitled to display designations (other than the Shopping Center designation) thereon in the proportion that the total square footage of each occupant designation bears to the total square footage of all designations entitled to be displayed thereon. The cost of constructing, maintaining, operating, repairing and replacing each Lot Monument Sign shall be paid by the Owner of the Lot on which the sign is located or to which it pertains; provided, however, that nothing contained herein shall prevent the Owner of the Lot from shifting such expense to the Lessee or other occupant of the Lot.

4.3.1.2 Each person displaying a designation on the Shopping Center Signs shall supply and maintain its own sign fascia and can. The design of all Shopping Center Sign structures shall be determined by the Declarant. 4.3.1.3 The parties entitled to use any Shopping Center Sign shall be determined by Declarant.

4.3.1.4 Any Lot Monument Sign may advertise only the business conducted on such Lot. Lot Monument Signs may not be higher than six (6) feet above the finished landscape of the immediately surrounding area and may not be longer than twenty (20) feet, or such smaller size as is the maximum allowed by law.

4.3.2 **Restrictions and Types.** Other than as set forth in this **Section 4.3**, there shall be no signs, except directional signs and signs on Buildings, in the Shopping Center. All exterior building signs on all Buildings shall be restricted to identification of the business or service/product located or provided therein, and shall be subject to Declarant's prior written approval.

4.3.3 **Exterior Sales:** No portion of the Common Areas may be used for the display and/or sale of merchandise and services, except as approved by Declarant in writing.

4.4 **Lighting:** The lighting in the Common Areas shall be kept on during such hours as Declarant may determine. Parking lot lighting in the Common Areas shall be installed, maintained and metered by Manager and shall be included in Common Area Maintenance.

5. MAINTENANCE AND REPAIR OF COMMON AREAS AND FACILITIES.

5.1 **Maintenance of the Common Areas and Facilities:** The Common Areas and Facilities shall be operated and maintained in compliance with all applicable governmental laws, rules, regulations, orders and ordinances, the provisions of this Declaration, and as to Water Control Areas per the manufacturing specs and manuals, and in a safe, sound condition, clean and free of rubbish, debris, or other hazards to persons using the same. Except as set forth herein, Manager shall be responsible to operate and maintain all Common Areas and Facilities and to repair and replace the same with materials at least equal to the original quality of the materials being repaired or replaced, so as to maintain the architectural and aesthetic harmony of the Shopping Center as a whole. This operation, maintenance and repair (i) shall be performed and carried out promptly and in a first class and workmanlike manner, quality and condition comparable to that of first class shopping Center; (ii) shall be referred to herein as the **"Common Area Maintenance"**; and (iii) shall include but not be limited to the following:

a. **Drive and Parking Areas.** Maintaining, repairing, cleaning and replacing all blacktop, paved surfaces and curbs in a smooth and evenly covered condition, and such work shall include, without limitation, sweeping, restriping, resealing and resurfacing. (For the purpose of this Section, an overlay of the drive and parking areas shall be considered a maintenance item.) The first-class level at which the internal road network and parking areas shall be maintained are based on ASTM Standard D6433. The Pavement Condition Index shall not be less than 85.

b. **Debris and Refuse.** Periodic removal of all papers, debris, filth, refuse, ice and snow, including sweeping to the extent necessary to keep the Common Areas and Facilities in a first-class, clean and orderly condition. All sweeping shall be done at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Common Areas and Facilities by persons intending to conduct business with occupants of the Shopping Center.

c. **Sign and Markers.** Placing, cleaning, keeping in repair, replacing, and repainting any appropriate directional signs or markers, including any handicapped parking signs, and also the Shopping Center Signs, except as otherwise determined by Declarant with regard to sign fascia and cans. The Owner of each Lot shall pay the cost of so maintaining the Lot Monument Signs on the Owner's Lot.

d. **Lighting.** Maintaining, cleaning and promptly replacing lighting facilities, including lamps, ballasts and lenses, and utility charges related to lighting the Common Areas.

e. **Landscaped Areas.** Maintaining all landscaped areas, including landscaping and planters adjacent to exterior walls of Buildings, in an attractive and thriving condition, and replacing shrubs and other landscaping as necessary.

f. **Obstructions.** Keeping the Common Areas free from any obstructions including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Declaration.

g. **Sidewalks.** Maintaining, cleaning and replacing of all sidewalks. Sidewalks shall be cleaned and swept at appropriate intervals during such time as shall not interfere with the conduct of business or use of the Common Areas and Facilities.

h. **Traffic.** Regulation of traffic at entrances and exits to the Shopping Center and within the Shopping Center as conditions reasonably require in order to maintain an orderly and proper traffic flow. Each Owner and/or Lessee, as the case may be, shall maintain and repair, at its sole cost, in a clean, sightly and safe condition any exterior shipping/receiving dock area, any truck ramp or truck parking area, and any refuse, compactor or dumpster area on or intended to service such Owner's or Lessee's Lot or Building Area.

i. **Walls.** Maintaining, repairing and replacing, when necessary, all Common Area walls, fences, or barricades. At its expense, each Owner of an undeveloped Lot shall maintain its Lot in accordance with the provisions of **Section 2.4.5**.

j. **Grease Traps**. Installing, repairing, replacing, maintaining and pumping out grease traps, on a building-by-building basis, provided that such costs shall be shared as to each grease trap by the users thereof. Maintenance shall be provided in accordance with the City of Northglenn Municipal Code Chapter 16, Article 15.

k. **Stormwater Facilities**. Maintaining all stormwater facilities in accordance with the standards therefor attached hereto as Exhibit C.

In the event the Stormwater Facilities or grease traps are not otherwise maintained as required hereunder, the City shall have the right to enter upon the Common Areas and maintain the same as if it were the Manager hereunder in regard thereto.

5.2 **Manager**. The person who is responsible for the operation and maintenance of the Common Areas and Facilities from time to time shall be referred to herein as "**Manager**." Declarant shall either operate and maintain the Common Areas and Facilities as Manager (either directly or through an affiliate of Declarant) or enter into a contract with a qualified Manager. Each Owner hereby grants to Manager, its agents and employees a license to enter upon its Lot to discharge the duties to perform the Common Area Maintenance.

5.3 **Promulgation of Rules:** The Manager may promulgate such reasonable, non-discriminatory rules and regulations to govern the use of the Common Areas and Facilities as it may deem appropriate from time to time, including the regulation of employee parking.

5.4 **Common Area Maintenance Budget.** A budget for Common Area Maintenance costs ("**CAM Costs**") shall be formulated and made effective in the following manner, as applicable:

a. **Submission for Review.** At least sixty (60) days prior to the beginning of each calendar year, or at least thirty (30) days prior to the completion of construction of the first Building in the Shopping Center, Manager shall submit to the Owners an estimated budget ("**CAM Budget**") for the projected CAM Costs for the ensuing calendar year (or, in the case of an initial partial calendar year, that ensuing partial year). The CAM Budget shall identify separate cost estimates for major categories in accordance with good shopping center management practice.

b. **Bids.** In determining the CAM Budget, Manager shall submit major items of Common Area Maintenance work for competitive bid to responsible bidders. Upon an Owner's request, the names of the bidders and their respective bids shall be furnished to such Owner together with the CAM Budget, and the contract shall be awarded to the low bidder unless Manager shall otherwise reasonably determine.

c. **Approval by Declarant or Owners.** As long as Declarant or its assignee owns any portion of the Shopping Center, it shall have the sole right to approve the CAM Budget. Once Declarant or its assignee no longer owns any portion of the Shopping Center, the following approval procedure shall apply:

(i) The Owners shall give written notice to Manager of their approval or disapproval of the CAM Budget before the later of December 10th or thirty (30) days after receipt of such Budget. Failure to give timely notice of approval or disapproval shall be deemed to be approval.

(ii) If the Owners of more than 75% of the land in the Shopping Center timely object to the CAM Budget or any element thereof by specifying such objection and the reason therefor, the CAM Budget shall not be deemed approved until such objection is resolved. Manager and such objecting Owners shall seek to resolve such objection between them. If the

objecting Owners and Manager cannot agree, the matter shall be referred to binding arbitration in accordance with the provisions of this Declaration.

d. **Implementing Budget.** After the CAM Budget is approved, Manager shall contract with the approved bidders, pay all of the CAM Costs, and use its reasonable efforts to perform the Common Area Maintenance in accordance with the CAM Budget.

e. **Emergency Repairs.** Notwithstanding the foregoing, Manager shall have the right to make emergency repairs to the Common Areas and Facilities to prevent injury or damage to person or property or to prevent disruption in the use of the Common Areas and Facilities, provided that Manager shall nevertheless advise the Owners of such emergency condition as soon as reasonably possible, including any corrective measure(s) taken and the cost thereof. If the cost of said emergency action exceeds One Thousand Dollars (\$1,000.00), Manager may charge a supplemental billing to the Owners, together with evidence supporting such, and the parties responsible for payment of CAM Costs shall pay their proportionate share thereof within thirty (30) days. If the emergency cost is less than the amount collected, the excess is to be reimbursed appropriately or refunded at year end as provided herein.

f. **Unforeseen Items.** Manager shall be entitled to reimbursement of actual expenses for any reasonably unforeseen non-emergency items not included in the CAM Budget without first obtaining each Owner's approval so long as such Owner's Prorata Share of the cumulative amount of such items does not exceed Ten Thousand Dollars (\$10,000.00) in any calendar year.

g. **Disagreement over Unbudgeted Items.** In the event of a good faith disagreement between Manager and any Owner over the amount of or validity of any unbudgeted CAM Charge billed to such Owner by Manager, such Owner may pay such amount under protest, and such Owner's sole remedy shall be to refer such disagreement to binding arbitration in accordance with the provisions of this Declaration.

h. **Reimbursement.** Manager shall be reimbursed for all of its out-of-pocket expenses incurred in performing Common Area Maintenance to the extent such expenses are provided for in the approved CAM Budget, or incurred as emergency repairs or unforeseen items as provided above.

i. **Minimizing CAM Costs.** Manager agrees to perform its Common Area Maintenance on a non-profit basis with an end to keeping CAM Costs at a reasonable minimum. Notwithstanding, if Manager employs its own personnel to perform parking lot sweeping, snow removal, refuse removal or other like actions for which Manager incurs CAM Costs, Manager shall be entitled to collect for such services its actual direct and indirect costs (including amortization on equipment, if any), as estimated by Manager and approved as provided above, provided that the total charge is not greater than the lowest available bid from an outside contractor for a comparable service.

5.5 CAM Costs. The following expenses shall be referred to as "CAM Costs":

a. **General.** Costs for performing Common Area Maintenance, including, without limitation, reimbursements of out-of-pocket expenses as described herein;

b. **Employees.** The expenses (including without limitation hourly compensation paid to or on behalf of employees, and based upon competitive hourly rates) of Manager for work done at the Shopping Center in performing the Common Area Maintenance;

c. **Third Parties.** The expenses incurred to unrelated third parties in performing the Common Area Maintenance; and

d. Liability Insurance. Liability insurance premiums as provided below. and

5.6 CAM Charge.

a. **Determination.** Each Owner shall pay to Manager its Prorata Share of the CAM Costs plus a management fee (the "**Management Fee**") equal to fifteen percent (15%) of the CAM Costs. The amount due from each Owner pursuant to this Section is referred to as the "**CAM Charge**."

b. **Payment.** Each Owner shall pay its CAM Charge monthly in advance (on or before the first day of each month) based on Manager's reasonable estimates, which must be provided to each Owner in writing only once each year and shall be deemed to be in effect until further written notice. Within sixty (60) days following the close of each calendar year, Manager will furnish to each Owner a statement of the actual amount of CAM Costs, the Management Fee, and such Owner's CAM Charge based on actual expenditures for the previous calendar year. If the actual amount of an Owner's CAM Charge is less than the total amount paid by such Owner for such period, the excess will be applied to the next CAM Charges due until the full credit has been applied. If the actual amount of an Owner's CAM Charge exceeds the amount paid by such Owner for such period, the Owner shall pay to Manager the amount shown as due thereon within thirty (30) days following the receipt of Manager's statement. If at any time or times it reasonably appears to Manager that the amount of such Owner's CAM Charge for the current calendar year will vary from Manager's estimate, Manager may, by written notice to the Owner, revise Manager's estimate for such year, and subsequent monthly payments by the Owner for such year will be based upon Manager's reasonably revised estimate.

5.7 **Common Areas and Facilities Liability Insurance.** As a part of the CAM Costs, Manager shall obtain and maintain general public liability insurance insuring Manager and naming the Owners as additional named insureds against any claims for personal injury, death or property damage occurring in, upon or about the Common Areas and Facilities, including contractual liability. Such insurance shall be written with a financially responsible insurer licensed to do business in the State, and shall contain an endorsement requiring thirty (30) days' written notice to any named insured before cancellation or change in the coverage, scope or amount of the policy. The limits of liability of all such insurance shall be not less than Three Million Dollars (\$3,000,000.00) single liability limit for both personal injury and property damage. If the limits of such insurance become inadequate due to the changes in overall price level or the size of claims being experienced, Manager shall increase the limits based on shopping center industry practices for similarly situated and comparable shopping centers. At the request of any Owner, Manager shall cause a certificate of insurance to be issued and delivered to such person evidencing the insurance required hereunder. If Manager shall not have collected sufficient amounts from occupants of the Shopping Center during prior time periods to pay the

premium of the Common Areas and Facilities liability insurance, the Owners agree to pay Manager the Owners' Prorata Shares thereof within two (2) weeks after Manager's written demand therefor accompanied by evidence of the premium amount.

5.8 **Manager's Rights.** Manager shall have the following rights, among others, in carrying out the Common Area Maintenance:

a. **Rules.** To establish and enforce reasonable rules and regulations concerning the maintenance, management, use and operation of the Common Areas and Facilities ("**Rules and Regulations**"), so long as such Rules and Regulations do not violate or contradict the terms of this Declaration, The Initial Rules and Regulations are attached hereto as **Exhibit D**.

b. **Close Off Facilities.** From time to time to close off any of the Common Areas and Facilities to whatever extent required in the reasonable judgment of Manager and its counsel or the Owners to prevent a dedication of any of the Common Areas and Facilities or the accrual of any rights by any person or the public to the Common Areas and Facilities, provided such closure does not deprive any Owner or Lessee of the substantial benefit and enjoyment of the Shopping Center and further provided any such Owner or Lessee shall be given thirty (30) days' prior written notice of such closure.

c. **Construction.** From time to time to perform such construction relating to the renewal, restoration, remodeling or replacement of the Common Areas and Facilities as is authorized or required of Manager as part of the Common Area Maintenance; provided that Manager shall use reasonable efforts to minimize the disturbance to businesses in the Shopping Center.

5.9 **Conflict Between Declaration and Leases.** In the event of any conflict between this Declaration and any leases in the Shopping Center, the provisions of this Declaration shall prevail except as between an Owner and any Lessee(s) and any other occupants of a Lot and as between the sublessor and sublessees and occupants of a Lot, in which case nothing contained herein (i) shall excuse the performance of any obligations under the applicable leases, subleases, or occupancy agreements affecting such Lot, or (ii) shall limit or prevent any Owner from passing on to its Lessees and other occupants of its Lot or the Lot in which it has an interest all or some of the obligations accruing to such Owner, Declarant, and/or such Lot pursuant to this Declaration.

5.10 Exclusions. Declarant shall have the sole and unfettered right, pursuant to separate written agreement, to grant Owners exclusion from the maintenance provisions hereof as long as such Owners maintain their Lots, including all Buildings and other improvements thereon, in compliance with the standards set forth herein and all applicable governmental laws, rules, regulations, orders and ordinances, and in a safe, sound condition, clean and free of rubbish, debris, and other hazards to persons using the same, and repairs and replaces the same, so as to maintain the architectural and aesthetic harmony of the Property as a whole, performed and carried out promptly and in a first class and workmanlike manner, quality and condition comparable to that of the remainder of the Shopping Center and of first class shopping centers in the City.

6. **OWNER INSURANCE.** Each Owner shall obtain and maintain "All Risk" insurance covering all of the Buildings and improvements located on its Lot, in an amount equal to the full replacement cost thereof.

7. EFFECT OF SALE OF A LOT BY AN OWNER

7.1 **Sale by Owner**. In the event an Owner sells all or any portion of its interest in its Lot, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold or conveyed by it arising under this Declaration after the sale or conveyance of title, but shall remain liable for all obligations arising under this Declaration prior to the sale or conveyance of title.

7.2 **Obligation of New Owner or Declarant.** The new Owner of any such Lot or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Lot or portion thereof or interest therein after the date of sale or conveyance of title or, as applicable, the sale or assignment of interest.

8. INDEMNITY

8.1 **Mutual Release; Subrogation Waiver; General Indemnity:** To the extent that any liability of an Owner or Lessee to another Owner or Lessee is covered by the insured Owner's commercial general liability insurance policy or property insurance policy, each Owner or Lessee respectively waives all rights of subrogation against the other Owners or Lessees.

8.2 **Indemnification:** Each Owner and Lessee hereby agrees to indemnify, defend and hold harmless the other Owners and Lessees from and against any and all liabilities, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in the interior of any Building or Service Facilities constructed on the indemnifying Owner's or Lessee's Lot or Building Area, except to the extent caused by the negligent or willful act or omission of the otherwise indemnified person, its tenants, subtenants, agents, contractors or employees.

8.3 Hazardous Substances: Each Owner agrees as follows with respect to its Lot:

8.3.1 **Care of Lot.** Each Owner shall maintain its Lot in full compliance with all applicable Environmental Laws. In this Declaration the term **"Environmental Laws"** shall mean any federal, State or local statute, ordinance, rule, regulation or guideline pertaining to health, industrial hygiene, or the environment, including without limitation the federal Comprehensive Environmental Response, Compensation, and Liability Act; and the term **"Hazardous Substance"** shall mean all substances, materials and wastes that are or become regulated or classified as hazardous or toxic, under any Environmental Law.

8.3.2 **Notification.** If any Owner becomes aware of any condition relating to the existence, release or threatened release of any Hazardous Substance or violation of any Environmental Law on its Lot, the cure or remediation of which is required by law or dictated by commercially reasonable business practices, such Owner shall promptly notify the other Owners in writing thereof and shall promptly cure or remediate such condition.

8.3.3 **Right to Cure.** If any party hereto or any Owner (a "**Defaulting Party**") fails to maintain its Lot as required herein, or perform its duty to cure or remediate as set forth herein, another party/Owner (a "**Non-defaulting Party**") may proceed to cure after thirty (30) days' written notice and failure of the Defaulting Party to commence, and thereafter diligently to prosecute, such cure, and the Non-defaulting Party shall be entitled to a reimbursement of all costs incurred in effecting such cure, together with interest at the Default Rate from the date such costs were paid, plus Collection Costs. In case of an emergency, the person becoming aware of the condition shall attempt reasonable efforts to notify the person with the duty of cure of the condition requiring attention; however, any person may in such emergency, without notice, proceed in good faith to effect a cure, giving such notice later as soon as possible.

8.3.4 **Indemnity.** The Owner of each Lot agrees to indemnify, defend and hold harmless the other Owners and occupants of all other Lots from and against any and all liabilities, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action, relating to or connected with any of the foregoing mentioned in this **Section 8.3**, for injury to or death of any person or damage to or destruction of any property occurring on or originating from said Owner's Lot or arising out of the act or omission of such Owner, its tenants, subtenants and their successors and assigns, unless caused by the negligent or willful act or omission of the otherwise indemnified person, its agents, contractors or employees.

9. **RESTRICTIONS ON USE.** In no event will the Shopping Center or any portion thereof be used as or for any of the following (the "**Prohibited Uses**"):

- 1. Gas/service stations or car washes, both open bay and where the primary wash function is enclosed within a structure; sale or service of automobiles or other vehicles;
- 2. Not-for-profit, fraternal, house of worship or institutional uses;
- 3. Thrift, second-hand, pawn and other businesses selling previously owned or deeply discounted merchandise including dollar stores, variety stores or price point retailers that sell inexpensive items, usually with a single price point for all items in the store;

- Sexually oriented businesses as described and regulated by chapter 11, article 54 of the Northglenn zoning ordinance, including, without limitation, any pornographic or "adult" store of any kind, including sexually oriented businesses, musical/dance reviews or topless/nude shows;
- 5. Auction house, fire sale or bankruptcy sale (except pursuant to court order), provided that any occupant that in fact goes out of business may hold one going out of business sale limited to four weeks in duration;
- 6. Bail bonds business;
- 7. Body piercing shops;
- 8. Head shop (drug paraphernalia);
- 9. Massage parlor;
- 10. Mortuary, crematorium or funeral home;
- 11. Public or private nuisances (premises emitting or resulting in strong, unusual or offensive orders, fumes, dust or vapors, noise or sounds which are objectionable or creating a hazardous condition) (except background music for public spaces);
- 12. Surplus, salvage or liquidation store (such as goodwill, salvation army or government surplus store);
- 13. Tattoo shops;
- 14. Call center;
- 15. Unemployment office;
- 16. Sale or consumption of marijuana;
- 17. Warehouse, except as incidental to any retail business operation.

If the provisions of this **Section 9** shall be breached or shall be threatened to be breached, Manager, Declarant, any Owner or any Lessee shall be entitled to injunctive relief or any other appropriate remedy at law or in equity whether provided by statute or otherwise, as such elect.

10. **CONDEMNATION.** If at any time or times all or any part of the Common Areas and Facilities shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Section shall apply. A voluntary sale or conveyance of all or any part of the Common Areas and Facilities in lieu of condemnation but under threat of condemnation shall be deemed to be a taking by eminent domain. All compensation, damages, and other proceeds from any such taking by power of eminent domain ("**Condemnation Award**") attributable to the value of any land within the Common Areas and Facilities shall be payable only to the Owner thereof (and its assigns, as per lease or otherwise), and no claim thereon shall be made by the other Owners; provided, however, that all other Owners may file collateral claims with the

condemning authority over and above the value of the land and improvements located within the Common Areas and Facilities so taken to the extent of any damage suffered by their respective Building Areas resulting from severance of the appurtenant portions of the Common Areas and Facilities so taken. The Owner of the portions of the Common Areas and Facilities so condemned shall promptly repair and restore the remaining portion of the Common Areas and Facilities so owned by such Owner as near as practicable to the condition of the same immediately prior to the condemnation and without contribution from any other Owner; provided, however, that the obligation to repair or reconstruct shall be limited such that the cost thereof shall not exceed the amount of the Condemnation Award payable to the Owner of the Common Areas and Facilities so condemned less said Owner's costs associated with the condemnation, including but not limited to attorneys' fees and court costs arising out of the condemnation proceedings.

11. **PROJECT IMPROVEMENT FEE.** In connection with the construction and development of the Shopping Center, Declarant has obtained various approvals and entitlements respecting the Shopping Center (or has caused the same to be secured and/or will in the future do so), has made or may make (or cause the same to occur) various improvements to the Shopping Center Land, including, without limitation, Water Control Areas, and has incurred or may in the future incur various costs in the operation, maintenance, repair, replacement, betterment, marketing, promotion, rehabilitation, or other activities of any type or nature whatsoever relating to the Shopping Center (collectively the "**Project Attributes**") to serve the Shopping Center. Project Attributes specifically includes those obligations defined as "Maintenance and Repair of Common Areas and Facilities" set forth in Section 5 of this Declaration, including the operation, maintenance and repair in a first class and workmanlike manner, quality and condition comparable to that of first class shopping Center, as defined in Section 5 as the "Common Area Maintenance."

Each Owner acknowledges that it, its customers and the public at large will be benefitted by the Project Attributes and hereby agrees that it shall at all times assess, collect and remit, as herein directed, a Project Improvement Fee ("**PIF**") in the amount of one half of one percent (0.5%) of all Sales (as hereinafter defined) from its Lot(s). The PIF shall be imposed upon and collected from such Owner's and/or its tenants' customers and shall be due and payable in regard to all Sales. As used herein, the term "**Sales**" shall mean any exchange of goods or services for money or other media of exchange, including all sales of tangible personal property and/or services initiated, consummated, conducted, transacted or otherwise occurring from or within any portion of such Owner's Lot(s). Notwithstanding the foregoing, Declarant, in its sole discretion, may from time to time establish uniform guidelines for which Sales are included for purposes of calculating the PIF. Such guidelines shall be delivered to Owners in writing and Owners shall be entitled to rely thereon for purposes of compliance with this Section 11. In all events, Owners and/or their tenants shall be subject to all sales and use taxes that may be imposed by the State, the City and/or any other applicable taxing authority (collectively, "**Taxing Authority**").

Whether or not collected from its customers and/or tenants, Owner shall pay the PIF monthly in arrears, without notice, within twenty (20) days after the end of each calendar month, and unless Declarant in its sole discretion shall otherwise direct, each Owner shall pay the same directly to Declarant. Declarant may designate an agent to collect the PIF and perform certain services in

connection therewith (the "**PCA**"), in which case said PIF shall be remitted and reported to the PCA and such times and according to such procedures as may be established by the Declarant from time to time. Specific instructions regarding reporting forms and payment procedures will be provided by the Declarant, and the Owners shall be entitled to rely thereon for purposes of compliance with this Section 11.

Each Owner shall deliver to the Declarant and PCA (collectively, "Report Recipients"), true and complete copies of all written reports, returns, statements, records and declarations including any supplements or amendments thereto (collectively, "Reports") made or provided to any Taxing Authority at the same time such Reports are delivered thereto. If any subsequent adjustments, additions, or modifications are made to any PIF or sales taxes remitted or paid, or Report made, by such Owner to the Taxing Authority, the Owner shall provide the Report Recipients with true and complete copies of all revised Reports or other written material issued or received by Owner in regard thereto. If any such adjustment increases the amount of PIF which Owner is required to remit or pay, or results in a refund of a PIF overpayment, the Owner shall immediately pay such additional PIF in the amount due, or shall receive an appropriate credit against the next PIF due. Owner shall claim such credits and/or pay such additional PIF in the next monthly reporting period by use of the standard reporting and remittance forms. All reports made or provided by Owners shall be maintained by the same for at least three (3) years from the date of submission thereof to the Taxing Authority, and upon written request, shall be made available to the Report Recipients for inspection and audit. Any reports or data concerning PIF or sales taxes received by any Report Recipient will remain confidential, to the extent permitted or required by law, and be used only for purposes of collecting PIF due, enforcing obligations hereunder and otherwise monitoring compliance with the provisions thereof.

EACH OWNER HEREBY ACKNOWLEDGES THAT THE PIF IS NOT A TAX IN ANY FORM AND THAT THE COLLECTION THEREOF AND THE AUTHORITY OF THE DECLARANT AND THE PIF COLLECTION AGENT TO COLLECT THE PIF IS DERIVED PURSUANT TO A PRIVATE CONTRACT BETWEEN THE DECLARANT AND THE OWNERS.

The PIF shall be calculated and imposed on transactions at the rate stated above prior to the calculation and assessment of any sales taxes required to be imposed by law. The PIF shall be added to the sales price for transactions subject to sales tax prior to the addition of sales taxes. All sales taxes shall be calculated and assessed on the sum of the sales price plus an amount of the PIF.

Each owner shall comply with all policies and requirements of the Declarant and the PCA regarding notification to customers of the assessment and collection of PIF as such policies and requirements are communicated by Declarant or PCA to such Owner in writing from time to time.

In no event whatsoever shall any provision hereof be deemed to reduce or abate an Owner's obligations respecting payment of the PIF as set forth in this Section 11. The failure or refusal of any Owner to assess, collect, and/or remit the PIF, or to comply with the requirements concerning notification to customers and/or tenants as required in this Section 11, shall constitute a default hereunder by such Owner.

THE PCA IS HEREBY EXPRESSLY MADE AN INTENDED THIRD PARTY BENEFICIARY OF THE OWNERS' OBLIGATIONS UNDER THIS SECTION 11, INCLUDING, BUT NOT LIMITED TO, THE ASSESSMENT, COLLECTION AND REMITTANCE OF THE PIF. EACH OWNER ACKNOWLEDGES AND AGREES THAT THE PCA SHALL HAVE A DIRECT CAUSE OF ACTION AND FULL RIGHT AND AUTHORITY TO ENFORCE SUCH OWNER'S OBLIGATIONS UNDER THIS SECTION 11, AND NO DEFAULT BY DECLARANT UNDER ANY PROVISION OF THIS DECLARATION SHALL ENTITLE ANY OWNER TO ANY OFFSET, DEDUCTION OR OTHER DEFENSE TO TIMELY PAYMENT OF THE PIF.

Any assessment of the PIF not paid when due hereunder shall bear interest at the Default Rate, and the applicable Owner shall bear all costs of enforcement and collection thereof by Declarant and or PCA, including reasonable attorneys fees. In addition to the rights and remedies the Declarant and the PCA have hereunder, each Owner further expressly authorizes the PCA to audit the books and records of such Owner in determining such Owner's compliance with this Section 11.

Any right, title, or interest of Declarant in the PIF and the obligations of the Owners as set forth in this Section 11 may be assigned by Declarant; provided, however, that notwithstanding any such assignment, Declarant shall be entitled to enforce this Section 11 against any Owner which fails to comply with the provisions hereof.

In the event the PCA shall cease to be the collection agent for the PIF, the Declarant shall promptly notify the Owners thereof and provide appropriate direction for payment and reporting of PIF thereafter. For purposes of compliance with this Section 11, the Owners shall be entitled to rely upon specific instructions regarding reporting forms and payment procedures provided in writing Declarant or the PCA (provided that Landlord's directions shall control over those of the PCA).

12. **ARCHITECTURAL CONTROL COMMITTEE**. Declarant hereby creates an architectural control committee (the "**ACC**") (1) to develop, adopt, impose and apply architectural guidelines and standards (the "**Architectural Guidelines**") for the Shopping Center, and (2) to impose construction rules on Shopping Center construction, as follows:

(a) The ACC will initially consist of three people, who do not need to be Owners, appointed by the Declarant. At the time 75% of the Shopping Center Land has been sold to persons other than the Declarant, one member of the ACC will be elected by the Owners. At the time that 90% of the Shopping Center Land has been sold to persons other than the Declarant, two members of the ACC will be elected by Owners. At the time that 100% of the Shopping Center Land has been sold to persons other than the Declarant, two members of the ACC will be elected by Owners. At the time that 100% of the Shopping Center Land has been sold to persons other than the Declarant, all of the members of the ACC will be elected by the Owners. Declarant shall use its enforcement powers hereunder to enforce the ACC's actions.

(b) No improvements of any kind, including without limitation the construction of any parking area, driveway, walkway, or other hard surfaced area, may be constructed, erected, or installed in the Shopping Center, except by Declarant, without the prior consent of the ACC. Approval of the ACC will be sought in the following manner:

(i) Plans for the construction of any improvements must be submitted to the ACC for review. Plans must be in sufficient detail to show the location on the Lot of the exterior walls of all Buildings (where applicable) and all other structures to be built. All such submittals ("**Submittals**") shall include: detailed drawings of all elevations of all proposed Buildings; a list of materials and a sample board, including color samples; and a detailed site plan showing the location of landscaped areas, driveways, walkways, patios, decks and all other hard surfaced or irrigated areas and the areas to be disturbed by construction and the means of restoring those areas. In the case of an addition or modification of an existing Building, the ACC may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition.

(ii) The applicant will pay a review fee to the ACC in an amount necessary to cover the costs of review and the administration of the program, in an amount to be established from time to time by the ACC. The initial review fee shall be \$500 for each new Building, \$250 for each addition or remodel, and \$100 for construction that makes no structural changes. In addition, the ACC may assess a fee for the professional review of the Submittal as provided below.

(iii) Within thirty (30) days from receipt of a complete Submittal, the ACC will review the same and make an initial determination whether or not it complies with the conditions imposed hereby and the Architectural Guidelines. If it does not, the Submittal will be rejected. If the Submittal is in full compliance, the ACC will approve the same. The ACC may also approve the Submittal subject to specific modifications or conditions. It is recommended that a preliminary plan be submitted before the expense of final drawings is incurred. The ACC will review preliminary plans, without fee, and make its comments known to the applicant. However, no preliminary approval shall be considered a final approval or binding in any way, and no final approval will be granted on less than a complete Submittal. Upon approval, the ACC and the Owner will each sign a copy of the plans, which shall be left with the ACC. No construction that is not in strict compliance with the approved Submittal will be permitted.

(iv) The ACC will maintain a written record of its actions, and maintain in its files a copy of all Submittals, for a period of five years. The ACC will also provide evidence of this approval for the City if requested by the applicable Owner.

(v) If the ACC has not approved or rejected any Submittal within thirty (30) days after payment of the review fee and submission of the complete Submittal, the Submittal shall be deemed to have been disapproved.

(c) The ACC shall adopt, develop, impose and amend the Architectural Guidelines to ensure all improvements are compatible and consistent with Buildings in the Shopping Center built or planned by the Declarant with regard to size, colors, materials, style, design, and placement.

(d) Variances to the Architectural Guidelines may be granted by the ACC when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. The granting of a variance shall not operate to waive or to render unenforceable any of the terms and provisions of the Architectural Guidelines or this Declaration for any purpose except as to the particular Lot and the provisions and circumstances expressly addressed by the variance, nor shall the granting of a variance be deemed to set a precedent with respect to any subsequent requests for variances. The ACC shall not delegate to any single member or group of members or to any other person the power to grant variances. No variance may modify applicable City zoning or building code regulations. Any request for a variance must be in writing and specify the variance requested and the reasons for such variance. A request for variance shall be reviewed by the ACC within thirty (30) days after the ACC's receipt of a written request for the same. The ACC shall provide written notification of approval or disapproval. Notification of disapproval shall include an explanation of the reasons for such disapproval. In the event that the ACC shall fail to act within the thirty (30) day period, the requested variance shall be deemed disapproved, and within fifteen (15) days from request the ACC shall provide written notification of the reasons for such disapproval.

(e) The ACC may engage the services of an architect or engineer to assist in its review of any proposed Submittal on a case-by-case basis or may elect to require the review of a design professional for every application. All costs of such additional review will be paid by the applicant; provided, however, that no architect or engineer will be hired without advance notice to the applicant, including the estimated cost of that review. The costs of such review must be paid by the applicant prior to the commencement of any review. If the applicant does not withdraw the proposal within five (5) days after receipt of that notice, the applicant shall be deemed to have consented to the ACC retaining such professional assistance. Whenever the ACC retains outside professional services, the reviewing architect or engineer is acting only in an advisory capacity, and all Owners and applicants waive any and all claims against the ACC as well as the reviewing architect or engineer in the event that advice from, or conditions imposed by, the reviewing architect or engineer prove ineffective, unnecessary, or inappropriate to the circumstances.

(f) The ACC will use its commercially reasonable efforts to provide a consistent pattern of development, and consistent application of the Architectural Guidelines and this Declaration. However, neither Declarant, the ACC nor its members shall be liable for any damages, or for their actions, inactions, or approval or disapproval of any Submittal, unless it is shown by clear and convincing evidence that the same acted maliciously or in bad faith. Otherwise, no Owner or applicant shall have any claim against the Declarant, ACC or any member thereof as a result of their performance or failure to perform the duties created by this Declaration. Each Owner has the right to enforce these covenants against every other Owner, and may seek independent redress against any other Owner for violation of any covenant hereunder.

(g) The ACC's review is limited to those matters expressly granted in this Declaration. The ACC shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ACC prior to construction. The powers and approvals of the ACC shall be subject to the powers and approvals of the City.

(h) The ACC may impose reasonable rules and regulations governing Shopping Center construction, including, without limitation, rules requiring pre-construction conferences and regulations regarding portable offices and trailers, construction debris removal, construction area appearance, sanitary facilities, construction parking and vehicles, construction signs, hours of work, soil conservation and dust, removal of mud, duration of construction, and any other construction-related issue.

(i) Notwithstanding the foregoing and/or any other provision of this Declaration, Declarant shall be exempt from the provisions of this Section 12, including, without limitation, any control or regulation by the ACC and/or the Architectural Guidelines.

13. GENERAL PROVISIONS

13.1 **Covenants Run With the Land:** Each restriction on each Lot shall be a burden on that Lot, shall be appurtenant to and for the benefit of all Lots and each part thereof and shall run with the land.

13.2 Successors and Assigns: This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon Declarant, the Owners, their heirs, personal representatives, successors and assigns, and upon any Person acquiring a Lot, or any portion thereof, or any interest therein, whether by operation of law or otherwise, to the extent that the foregoing is consistent with the provisions of Section 7 of this Declaration. With respect to rights in or to any Lot which have been severed from the rights or estates owned by Declarant pursuant to the terms of this Declaration, Declarant intends that such rights remain severed notwithstanding that during any time in which this Declaration is in effect, Declarant or any other person may own the underlying estate or servient estate as well as the lessor's right or dominant estate, respectively, so that Declarant's purposes in making this Declaration, as listed in the recitals, may be served, and any doctrine of merger of estates, or principle of law having similar effect, shall not apply to diminish any right hereunder or combine any right created or severed hereunder with any other estate or interest. Declarant may assign its rights and obligations as Declarant hereunder to any party at any time, in Declarant's absolute and sole discretion, provided it does so in writing, and shall be released from all obligations hereunder upon so doing.

13.3 **Duration:** Except as otherwise provided herein, the term of this Declaration shall be for fifty (50) years and shall be thereafter automatically renewed for successive terms of ten (10) years unless terminated by a termination notice from Owners and first mortgage Lienholders owning or having first mortgage (including trust deed) liens upon, more than seventy-five percent (75%) of the Shopping Center Land, which termination notice shall be executed by said Owners and mortgage lienholders and recorded in the records of the County Recorder at least one (1) year before the termination of the primary term or any renewal term.

13.4 **Arbitration:** As required by specific references within this Declaration to arbitration but otherwise only with the consent of the persons affected thereby, any controversy or claim arising out of or relating to this Declaration, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, with any specific adjustments made for the State and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. However as stipulated under Colorado Law, Cities cannot engage in Arbitration and therefore the City of Northglenn and NURA are exempt from the obligation above.

13.5 **Injunctive Relief:** In the event of any violation or threatened violation by any person of any of the Restrictions contained in this Declaration, any or all of the Owners and Lessees of the property included within the Shopping Center shall have the right to enjoin such

violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

13.6 **Approvals, Consents, Modification and Termination:** Notwithstanding any other provision hereof, as long as Declarant or its assignee owns any portion of the Shopping Center, it shall have the right to unilaterally modify and amend this Declaration as it may deem appropriate, in its sole discretion. Once Declarant or its assignee no longer owns any portion of the Shopping Center, this Declaration may be modified and amended only with the consent of 75% of the total Owners, by written instrument duly executed and acknowledged and recorded with the County Recorder. No modification or termination of the Declaration shall affect the rights of any first Lienholder unless the first Lienholder consents in writing to the modification or termination. Nothing herein contained, and no violation of these covenants, conditions, and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value. All approvals and consents required or otherwise provided for hereunder, as well as all modifications and amendments hereto, must be in writing and duly executed by the required parties in order to be valid. In addition, the following Sections and Exhibits noted below may only be amended after approval of the City of Northglenn:

- Section 2.1.3
- Section 2.3.1.2
- Section 3.4
- Section 5
- Section 9
- Section 11
- Exhibit C, part A
- Exhibit D #1

13.7 **Not a Public Dedication:** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center or Shopping Center Land to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Owners that this Declaration shall be strictly limited to and for the purposes herein expressed.

13.8 **Breach Shall Not Permit Termination:** It is expressly agreed that no breach of this Declaration shall entitle any Owner or Lessee to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner or Lessee may have hereunder by reason of any breach of this Declaration. Any breach of the Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

13.9 **Default:** A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (unless another period is specified elsewhere in this Declaration with regard to a specific kind of default) from receipt of written notice from Declarant, Manager, any Owner or any Lessee specifying the particulars in which such person has failed to perform the obligations of this Declaration, unless such person, prior to the expiration of said thirty (30) days (or other such period as is elsewhere specified), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period (or other specified time period) and such

person is using diligent good faith efforts to rectify the particulars specified in the notice of default.

13.10 **Notices:** All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States express mail, or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to Declarant as designated below, and to other parties subject hereto at their respective addresses shown on the then current real property tax rolls of the County:

Declarant:	HD Northglenn, LLC Attn. Kevin B. Hawkins 358 S. Rio Grande St., Ste 200 Salt Lake City, UT 84101
With a copy to:	Bryan B. Todd, Esq. 358 S. Rio Grande St., Ste 200 Salt Lake City, UT 84101

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Declaration shall be deemed given upon receipt. For the purpose of this Declaration, the term **"receipt"** shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant hereto, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending person.

13.11 **Waiver:** The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

13.12 **Attorneys' Fees:** In the event any person initiates or defends any legal action or proceeding related to this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).

13.13 **Severability:** If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby so long as the severed provision does not affect the basic consideration for this Declaration, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

13.14 **Third Party Beneficiary Rights:** This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person or entity not specifically mentioned herein, unless otherwise expressly provided herein.

13.15 **Captions and Headings:** The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

13.16 **Construction:** In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

13.17 **Joint and Several Obligations:** In the event any party hereto is composed of more than one Person, the obligations of said party shall be joint and several.

EXECUTED as of the day and year first above written.

HD NORTHGLENN, LLC, a Utah limited liability

By:	Hawkins Development, LLC,
	a Utah limited liability company,
	its Manager
	1/1/2/1
	By:
	Kevin B. Hawkins, its Manager

STATE OF <u>Colorado</u> COUNTY OF <u>Adams</u>

The foregoing instrument was acknowledged before me on <u>May 8, 2013</u> by Kevin B. Hawkins, in the capacity indicated.

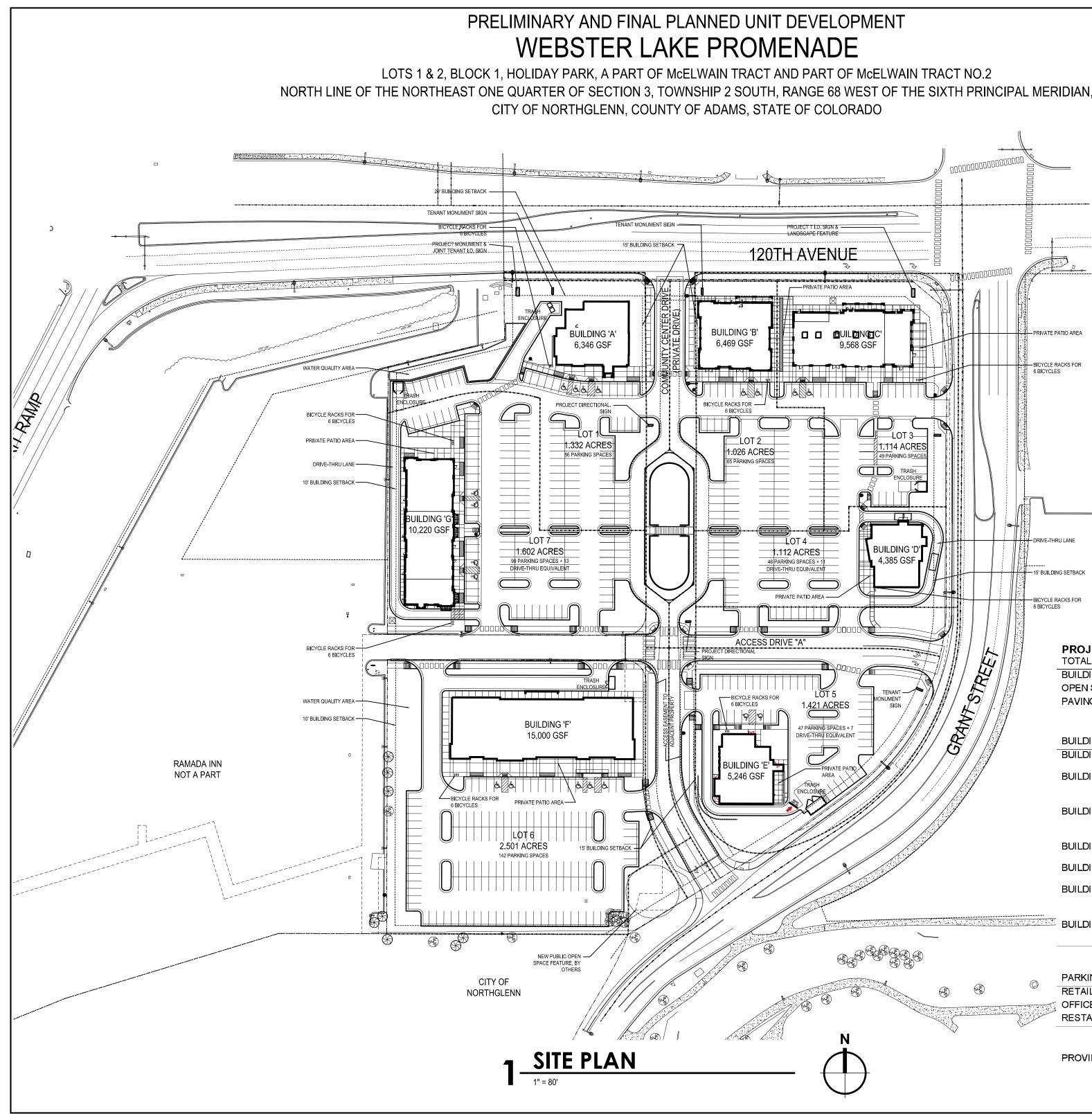
Notary Public: Amen Baca 05/08/2013



EXHIBIT A LEGAL DESCRIPTION

WEBSTER LAKE PROMENADE SUBDIVISION

A replat of Lots 1 &2, Holiday park, a part of McElwain Tract, a part of McElwain Tract #2 and Lot 1, Block 1 Northglenn Civic Center Subdivision situated in the N ½ of Section 3, T2S; R68W of the 6th P.M., City of Northglenn, County of Adams, State of Colorado



LOT 5

AREA

LOSURE

EXHIBIT B



98 Spruce Street · Suite 201 **Denver CO 80230** 303 220 8900 303 220 0708 Fax

www.SEMarchitects.com

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TOTAL REQUIRED

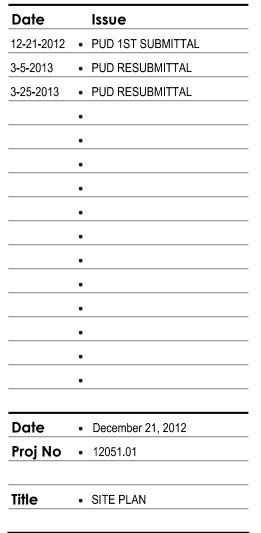
PARKING SPACES

DRIVE-THRU EQUIVALENT

TOTAL PARKING PROVIDED

PRIVATE PATIO ARE 9.568 GSF BICYCLE RACKS FOR 6 BICYCLES LOT 3— 1.114 ACRES 49 PARKING SPAC $(\Box D)$ TRASH RIVE-THRU LAN BUILDING 'D' 4,385 GSF 15' BUILDING SETBACK BICYCLE RACKS FOR 6 BICYCLES STREET **PROJECT DATA:** 10.294 ACRE +/- 448,416 S.F. TOTAL SITE AREA 100% BUILDING GLA 81,934 S.F. 18.2% OPEN SPACE 148,557 S.F. 33.2% NUMENT PAVING 217,925 S.F. 48.6% GRAMPT-SIGN BUILDING AREA: USE AREA 6,346 S.F BUILDING A RESTAURANT BUILDING B RESTAURANT 3,134 S.F. RETAIL 3,035 S.F. BUILDING C RESTAURANT 4,914 S.F. RETAIL/SERV. 4,654 S.F. BUILDING D RESTAURANT 4,385 S.F. BUILDING E RESTAURANT 5,246 S.F. BUILDING F RESTAURANT 9,000 S.F. RETAIL/SERV. 6000 S.F. BUILDING G 6,000 S.F. RESTAURANT RETAIL 4,220 S.F. EEEEEEEE TOTAL 81,934 S.F. PARKING: USE FACTOR Ø Æ Ð RETAIL @ 1:200 = 12,909 S.F 65 OFFICE / SERVICE 3,000 S.F. @ 1:300 = 10 RESTAURANT 39,024 S.F. @ 1:100 = 390

PROVIDED:





Hawkins Development

olorado

City of Northglenn Adams County, Co

EXHIBIT C

STORMWATER FACILITY MAINTENANCE

A. Inspection

All above ground stormwater facilities shall be visually inspected after every major storm event, and on a continual annual basis. Below ground stormwater facilities shall be inspected per the "*Isolator Row O&M Manual*" attached hereto as **Exhibit C-1**. The main purpose of these inspections is to confirm that the stormwater facilities are operating properly. In order to function properly, the stormwater facilities shall be free and clear of trash, debris and sediment. The Manager, as the party responsible for maintenance, should perform a site inspection on an semi-annual basis, or after a major storm event to evaluate the need for additional maintenance, including sediment removal, erosion control, re-vegetation, and repairs due to vandalism. Additionally, the stormwater facilities must be inspected for damage. Any damaged stormwater element should be repaired and/or replaced promptly.

B. Equipment and special tools that may be required

Shovel Wheel barrow or Hand Cart Bucket Air compressor and hoses Submersible pump / generator Long-reach rake or broom Skid steer Dump truck Misc. tools for landscape restoration Equipment listed in the Isolator Row O&M Manual

C. Stormwater Facilities -

The following items that make up the stormwater facilities for this project shall be inspected a minimum of once per year for erosion, damage, and/or vandalism. The stormwater facilities shall be restored and/or maintained as needed:

- 1. Storm sewer system conveyance from / near buildings may include:
 - a. Area drains
 - b. Roof gutters
 - c. Roof drain downspout connections
 - d. Roof drain connection to chase
 - e. Sidewalk chase drains
 - f. Splash block

- g. Crosspans
- 2. Pre-detention conveyance system may include:
 - a. Inlets
 - b. Storm sewer pipe, manholes, headwall and wingwalls
 - c. Trickle channel
- 3. Water Quality pond systems may include:
 - a. Trickle channel
 - b. Outlet Structure
 - c. Trash Rack
 - d. Water Quality Plate
 - e. Overflow Grate
- 4. Underground Detention system may include:
 - a. Pipe inlets
 - b. Isolator row
 - c. Outlet structure
- 5. Post-detention conveyance system may include:
 - a. Gravity storm sewer pipe
 - b. Manholes
 - c. Riprap

D. Dewatering

The water quality ponds have no natural base flow but will receive storm and irrigation runoff on a frequent basis. Permanent pools may form as sedimentation occurs and debris blocks pond outlets. These pools may require pumping to dewater prior to sediment removal and other maintenance activities.

E. <u>Sediment removal</u>

Sediment must be removed from the water quality ponds when they have reached 6" in depth. The outlet structure is accessed from a maintenance path to the water quality pond bottom and can be cleaned with hand equipment, as needed. Additionally sediment may be found in the bottom inlets, outlet structure, pump vault and pump outfall structure.

These items should be checked semiannually for sediment, and if found, removed and disposed offsite.

F. <u>Debris removal</u>

Debris buildup is expected at the roof gutters, downspout connections, area drains, chase drains, trickle channels, inlets, trash rack, and water quality plate. All debris should be collected and disposed offsite. Access to the water quality plate is provided by removing the trash rack. Fine debris may be removed by forced air from an air compressor.

G. Post-maintenance considerations

Following completion of maintenance activities, all debris, trash, and excavated sediment must be removed offsite. Due to improper maintenance, possible vandalism, or unauthorized disposal of waste into the storm sewer facilities; a blockage may occur. If the stormwater facilities are not draining properly or appear to be blocked, the pipe lines may need to be snaked and/or videoed to determine and remove the blockage.



Save Valuable Land and Protect Water Resources

Subsurface Stormwater Management[™]





Isolator[™] Row O&M Manual StormTech[®] Chamber System for Stormwater Management

1.0 The Isolator™ Row

1.1 INTRODUCTION

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row is a patented technique to inexpensively enhance Total Suspended Solids (TSS) removal and provide easy access for inspection and maintenance.



Looking down the Isolator Row from the manhole opening, woven geotextile is shown between the chamber and stone base.

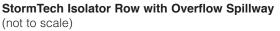
1.2 THE ISOLATOR[™] ROW

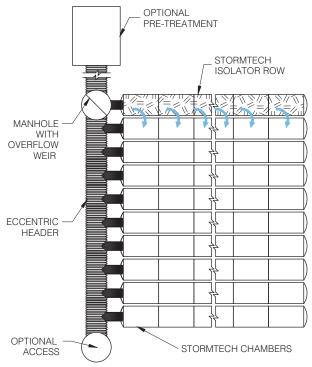
The Isolator Row is a row of StormTech chambers, either SC-310, SC-740, DC-780 or MC-3500 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for settling and filtration of sediment as storm water rises in the Isolator Row and ultimately passes through the filter fabric. The open bottom chambers and perforated sidewalls allow storm water to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row protecting the storage areas of the adjacent stone and chambers from sediment accumulation.

Two different fabrics are used for the Isolator Row. A woven geotextile fabric is placed between the stone and the Isolator Row chambers. The tough geotextile provides a media for storm water filtration and provides a durable surface for maintenance operations. It is also designed to prevent scour of the underlying stone and remain intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the perforations in the sidewall of the chamber. The Isolator Row is typically designed to capture the "first flush" and offers the versatility to be sized on a volume basis or flow rate basis. An upstream manhole not only provides access to the Isolator Row but typically includes a high flow weir such that storm water flowrates or volumes that exceed the capacity of the Isolator Row overtop the over flow weir and discharge through a manifold to the other chambers.

The Isolator Row may also be part of a treatment train. By treating storm water prior to entry into the chamber system, the service life can be extended and pollutants such as hydrocarbons can be captured. Pre-treatment best management practices can be as simple as deep sump catch basins, oil-water separators or can be innovative storm water treatment devices. The design of the treatment train and selection of pretreatment devices by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, the Isolator Row is recommended by StormTech as an effective means to minimize maintenance requirements and maintenance costs.

Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row.





2.0 Isolator Row Inspection/Maintenance



2.1 INSPECTION

The frequency of Inspection and Maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

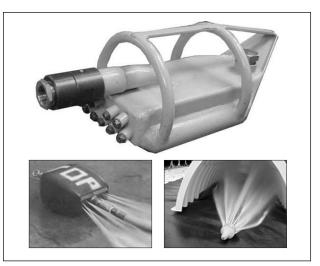
At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.

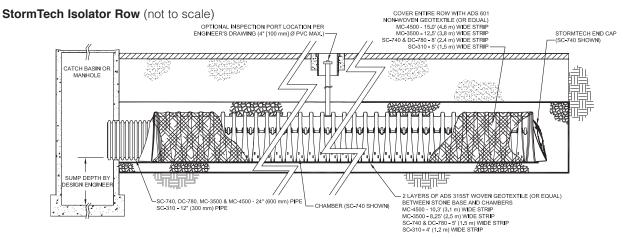
2.2 MAINTENANCE

The Isolator Row was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.



Examples of culvert cleaning nozzles appropriate for Isolator Row maintenance. (These are not StormTech products.)

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row up to 50 chambers long. The JetVac process shall only be performed on StormTech Isolator Rows that have AASHTO class 1 woven geotextile (as specified by StormTech) over their angular base stone.



Note: For many applications, the non-woven geotextile over the DC-780, MC-3500 and MC-4500 Isolator Row chambers can be eliminated or substituted with the AASHTO Class 1 woven geotextile. Contact your StormTech representative for assistance.

3.0 Isolator Row Step By Step Maintenance Procedures

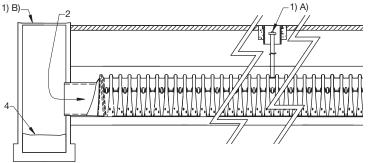
Step 1) Inspect Isolator Row for sediment

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at, or above, 3 inch depth proceed to Step 2. If not proceed to step 3.
- B) All Isolator Rows

Sample Maintenance Log

i. Remove cover from manhole at upstream end of Isolator Row





- ii. Using a flashlight, inspect down Isolator Row through outlet pipe1. Mirrors on poles or cameras may be used to avoid a confined space entry2. Follow OSHA regulations for confined space entry if entering manhole
- iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches) proceed to Step 2. If not proceed to Step 3.
- Step 2) Clean out Isolator Row using the JetVac process
 - A) A fixed culvert cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
 - B) Apply multiple passes of JetVac until backflush water is clean
 - C) Vacuum manhole sump as required

Step 3) Replace all caps, lids and covers, record observations and actions

Step 4) Inspect & clean catch basins and manholes upstream of the StormTech system

	Stadia Rod	Readings	Oediment			
Date	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)	Sediment Depth (1) - (2)	Observations/Actions	Inspector	
3/15/01	6.3 ft.	none		New installation. Fixed point is Cl frame at grade	djm	
9/24/01		6.2	0.1 ft.	Some grit felt	sm	
6/20/03		5.8	0.5 ft.	Mucky feel, debris visible in manhole and in Isolator row, maintenance due	rv	
7/7/03	6.3 ft.		0	System jetted and vacuumed	djm	



 70 Inwood Road, Suite 3
 Rocky Hill
 Connecticut
 06067

 860.529.8188
 888.892.2694
 fax 866.328.8401
 www.stormtech.com

EXHIBIT D

INITIAL RULES AND REGULATIONS

Each Owner shall comply with the following requirements as to their respective Lots:

A. COMMON AREAS

1. The surface of the automobile parking area and sidewalks shall be maintained level, smooth and evenly covered with the type of surfacing material originally installed hereon, or such substitute thereof as shall be in all respects equal thereto in quality, appearance and durability. Refer to Section 5.

2. All papers, debris, filth and refuse shall be removed from the Shopping Center, and paved areas shall be washed or thoroughly swept as required. All sweeping shall be at intervals before the stores shall be open for business to the public, using motor driven parking lot vacuum cleaning vehicles where feasible.

3. All trash and rubbish containers located in the Common Areas for the use of permittees shall be emptied daily and shall be washed at intervals sufficient to maintain the same in a clean condition.

4. All landscaping shall be properly maintained, including removal of dead plants, weeds and foreign matter, and such replanting and replacement as the occasion may require.

5. All hard-surfaced markings shall be inspected at regular intervals and promptly repainted as the same shall become unsightly or indistinct from wear and tear, or other cause.

6. All sewer catch basins shall be cleaned on a schedule sufficient to maintain all sewer lines in a free-flowing condition and all mechanical equipment related to storm and sanitary sewer facilities shall be regularly inspected and kept in proper working order.

7. All asphalt paving shall be inspected at regular intervals and maintained in a tenantable condition.

8. All stairways shall be: (a) swept and washed at intervals sufficient to maintain the same in a clean condition; (b) inspected at regular intervals; and (c) promptly repaired upon the occurrence of any irregularities or worn portions thereof.

9. All glass, excluding skylights, but including plate glass and/or glass enclosed devices, shall be cleaned at intervals sufficient to maintain the same in a clean condition.

10. All surface utility facilities servicing the Common Areas, including but not by way of limitation, hose bibbs, standpipes, sprinklers and domestic water lines, shall be inspected at regular intervals and promptly repaired or replaced, as the occasion may require, upon the occurrence of any defect or malfunctioning.

11. Any Common Area amenities, benches and institutional, directional traffic, and other signs shall be inspected at regular intervals, maintained in a clean and attractive surface condition and promptly repaired or replaced upon the occurrence of any defects or irregularities thereto.

12. All lamps shall be inspected at regular intervals and all lamps shall be replaced within a reasonable time after no longer properly functioning.

13. The improvements on and to the Common Areas shall be repaired or replaced with materials, apparatus and facilities of quality at least equal to the quality of the materials, apparatus and facilities repaired or replaced.

14. The Common Areas shall be illuminated in such areas as the parties shall determine, at least during such hours of darkness as any of the stores shall be open for business to the public, and for a reasonable period thereafter, in order to permit safe egress from the Shopping Center by permittees, and shall also be illuminated during such hours of darkness and in such manner as will afford reasonable security for the stores.

15. The parties shall use their reasonable efforts to require their respective permittees to comply with all regulations with respect to the Common Areas, including but not by way of limitation, posted speed limits, directional markings and parking stall markings.

16. With respect to common exterior electrical and exterior sprinkling systems, Landlord shall (a) inspect the same at regular intervals, and (b) repair the same with reasonable diligence after notification of occurrence of any failure, defect or malfunctioning.

17. Tenants shall not maintain any obstructions within the Common Areas nor sell or display merchandise outside the exterior walls of buildings within the Shopping Center, including those within any recessed area, except in areas specifically designated within the Shopping Center for such purposes or designated from time to time for sidewalk promotions by the Landlord.

B. USE OF PREMISES

1. All Shopping Center occupants ("**Occupants**") shall be open for business daily, holidays excepted (but not prohibited) for at least forty (40) hours per week from and after the dates when they shall originally open for business to the general public. All Occupants shall have their window displays, exterior signs and exterior advertising displays adequately illuminated continuously during such hours as the Shopping Center is open for business, and illuminates their exterior signs or exterior advertising displays; provided, however, that the foregoing provisions shall be subject, as respects any business controlled by governmental regulations or labor union contractors in its hours of operation, to the hours of operation so prescribed.

2. All premises, including vestibules, entrances and returns, doors, fixtures, windows and plate glass shall be maintained in a safe, neat and clean condition.

3. All trash, refuse and waste materials shall be regularly removed from the premises of each Occupant, and until removal shall be stored within the premises in adequate containers, until removed by such Occupant to appropriate dumpsters or other disposal facilities and so as not to constitute any health or fire hazard or nuisance to any occupant.

4. No portion of the Shopping Center shall be used for lodging purposes.

5. Neither sidewalks nor walkways shall be used to display, store or place any merchandise, equipment or devices.

6. No advertising medium shall be utilized which can be heard or experienced outside of the premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radio or television without the prior written permission of Declarant.

7. No auction, fire, bankruptcy or going-out-of-business sale shall be conducted in, at, on or about the Shopping Center or any portion or portions thereof without the prior written permission of Declarant.

8. No use shall be made of the Shopping Center or any portion or portions thereof which would (a) violate any law, ordinance or regulations, (b) constitute a nuisance, (c) constitute an extra hazardous use, or (d) violate, suspend or void any policy or policies of insurance.

9. Occupants shall use their best efforts to cause all trucks servicing the retail facilities of the Shopping Center to load and unload prior to the hours of the Shopping Center opening for business to the general public.

C. CONDUCT OF PERSONS

1. No person shall use any roadway or walkway except as a means of egress from or ingress to any premises and automobile parking areas within the Shopping Center, or adjacent public streets. Such use shall be in an orderly manner, in accordance with the directional or other signs or guides. Roadways shall not be used at a speed in excess of 20 miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. This shall not be interpreted to prohibit the appropriate use for traffic lanes. No walkway shall be used for other than pedestrians travel.

2. Access to and from adjoining properties other than public streets will be subject at all times to any limitations, restrictions, or prohibitions as may be imposed from time to time by Declarant.

3. No person shall use any automobile parking areas, except for the parking of motor vehicles during the period of time such person or the occupants of such vehicles are customers or business invitees of the retail establishments within the Shopping Center. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. Limitations may be imposed as to the length of time for parking use. Such limitations may be made in specified areas.

4. No person shall use any utility areas, truck court or other area reserved for use in connection with the conduct of business, except for the specific purpose for which permission to use such area is given.

5. No employee of any business in the Shopping Center shall use any area for motor vehicles parking, except the area or areas specifically designated for employee parking for the particular period of time such use is to be made. No employer shall designate any area for employee parking, except such area or areas as are designated in writing by Declarant.

6. No person, without the written consent of Declarant, shall in or on any part of the Common Areas:

a. Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.

b. Exhibit any sign, placard, banner, notice or other written material.

c. Distribute any circular, booklet, handbill, placard or other material.

d. Solicit membership in any organization, group or association or contribution for any purpose.

e. Parade, rally, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of any of the Common Areas by any permittee, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any of the retail establishments within the Shopping Center.

f. Use any Common Areas for any purpose when none of the retail establishments within the Shopping Center is open for business or employment.

g. Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind.

h. Use any sound making device of any kind or create or produce in any manner noise or sound that is annoying, unpleasant, or distasteful to occupants or permittees.

i. Deface, damage or demolish any sign, light standard or fixture, landscaping material or other improvement within the Shopping Center, or the property of customers, business invitees or employees situated within the Shopping Center.

The listing of specific items as being prohibited is not intended to be exclusive, but to indicate in general the manner in which the right to use the Common Areas solely as a means of access and convenience in shopping at the retail establishment in the Shopping Center is limited and controlled by the parties in the Shopping Center.