



**PLANNING DEPARTMENT  
MEMORANDUM 13-35**

**DATE:** August 12th, 2013  
**TO:** Honorable Mayor Joyce Downing and City Council Members  
**FROM:** John Pick, City Manager   
Brook Svoboda, Director of Planning and Development   
**SUBJECT:** CR-74 - Stone Mountain II - Subdivision Improvement Agreement

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**BACKGROUND**

The attached resolution would adopt a Subdivision Improvement Agreement (SIA) for the associated Stone Mountain Filing No. 3 re-plated subdivision to accommodate construction of a multi-family development on the Stone Mountain II property.

In accordance with Subdivision Regulation 12-3-6(b), the subdivision was approved by the Planning Commission on July 9<sup>th</sup>, 2013 with the condition that a formal SIA be memorialized and recorded for the project. The subdivision was approved in context with required actions by the Planning Commission to provide the Council a recommendation on a Preliminary Planned Unit Development (PUD) for the project and their contingent approval of the Final PUD details.

The subdivision reflects the lot configuration for a 9.0 acre parcel of land for a proposed 228 unit multi-family development. A plat was previously recorded in 2000 for the parcel to depict the utility easement configuration under a different multi-family development scenario. The proposed plat reconfigures the easements associated with public infrastructure and aligns information on the plat to current city standards and specifications.

Whenever a Subdivision includes improvements necessary to serve the area under development an improvement agreement guarantee is required by the City's Subdivision regulations (Section 12-2-4). The SIA memorializes the required infrastructure improvement and prescribes the following:

1. Prior to the issuance of any permits, the City Engineer shall certify the 100% Civil Construction Plans.
2. Developer shall provide a surety (Letter of Credit or Certificate of Deposit) in the amount of 100% of the (developer's) engineer's estimate for the improvements.
3. Said surety is required to be provided and accepted by the City, prior to the recordation of the Subdivision, and the issuance of any permits.
4. The Developer shall have twenty four (24) months from the issuance of the 1<sup>st</sup> building permit to complete the improvements.
5. Upon completion the developer shall request a final inspection of the improvements and submit "As-Built" plans, once approved by the City, the surety will be reduced to 10% for a period of 2 years (warranty period).
6. At the end of the warranty period the City will re-inspect the improvements and then issue final acceptance with a release of the remaining surety.

The project has identified \$954,566.70 in improvements, which includes a “looped” utility mainline configuration, required fire hydrants, and public improvements in the ROW. See Exhibits C&D of the SIA for additional details.

### **PROCEDURE**

On July 9<sup>th</sup>, 2013, the Planning Commission considered the request for subdivision for the subject site. The Planning Commission unanimously recommended approval of the Final Subdivision based on the following findings of fact:

1. 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 an approved Planned Unit Development (PUD) establishing detailed design for development of the lot; and
4. Adequate easements are provided for proper functioning of the lots; and
5. Adequate drainage/detention facilities and required easements are provided to accommodate stormwater runoff and flows; and
6. The form and content of the subdivision is in general conformance with the requirements of 12-2-2 Preliminary Plat, (b) Form of Preliminary Plat & (c) Content of Preliminary Plat

### **POTENTIAL OBJECTIONS:**

No objections from the public were heard at the Planning Commission meeting or through the public hearing notice process.

### **BUDGET/TIME IMPLICATIONS:**

This subdivision request has no budgetary impacts.

### **RECOMMENDATION**

Staff recommends Council approve CR-74 as presented

### **STAFF REFERENCE**

Brook Svoboda, Director of Planning and Development [bsvoboda@northglenn.org](mailto:bsvoboda@northglenn.org) or 303.450.8937

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-74  
Series of 2013

\_\_\_\_\_  
Series of 2013

A RESOLUTION APPROVING THE STONE MOUNTAIN FILING NO. 3 SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND KELLER HOLLAND NORTHGLENN INVESTORS, L.P.

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

Section 1. The Subdivision Improvement Agreement for the Stone Mountain Filing #3 Subdivision between the City of Northglenn, and Keller Holland Northglenn Investors, L.P, attached hereto as **Exhibit 1**, 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

# EXHIBIT 1

## CITY OF NORTHGLENN SUBDIVISION IMPROVEMENT AGREEMENT – FINAL PLAT FOR

**THIS SUBDIVISION IMPROVEMENT AGREEMENT** ("Agreement") is entered into and made by and between KELLER HOLLAND NORTHGLENN INVESTORS, L.P., a Delaware limited partnership whose address is 600 South Cherry Street, #700, Denver, CO 80246 ("Owner/Developer") and the **CITY OF NORTHGLENN, COLORADO**, a Colorado home rule municipal corporation whose address is 11701 Community Center Dr, Northglenn, Colorado, hereinafter referred to as the "City" or "Northglenn." The Owner/Developer and the City shall collectively be referred to as the "Parties." This Agreement shall be effective following execution by the Owners/Owner/Developer and immediately upon the date of the authorized execution of this Agreement by the City.

### RECITALS AND REPRESENTATIONS:

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

**See Exhibit A**

hereinafter referred to as the "Property;"

**WHEREAS**, Owner/Developer represents that it has authority to apply for and process a final plat for the Property, titled STONE MOUNTAIN SUBDIVISION FILING #3 ("Final Plat"), and is authorized to obtain all necessary approvals and enter into any agreements necessary for the development of the Property (the "Project");

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

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

**WHEREAS**, on August 12<sup>th</sup>, 2013, the City Council of the City of Northglenn, after holding all necessary public hearings and having received a recommendation of approval from the Planning Commission, approved the final plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein; and

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

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

## **AGREEMENT**

- 1.0 **PURPOSE.** The purpose of this agreement is to set forth the terms, conditions, and fees to be paid by the Owner/Developer upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the City of Northglenn Subdivision and Zoning Regulations, the City of Northglenn Home Rule Charter, any and all state statutes, and any other sections of the City of Northglenn Municipal Code, and are not intended to supersede any requirements contained therein.
- 2.0 **DELIVERY OF FINAL PLAT.** Upon the City's approval of the Final Plat, Owner/Developer shall immediately deliver the original of the Final Plat, containing all revisions and amendments required by the City Council or as directed by City Staff prior to Final Plat approval, to the City Clerk. Owner/Developer shall also pay for the costs of recordation of the Final Plat and this Agreement. In addition, Owner/Developer shall deliver to the City Clerk, along with the Final Plat, two (2) sets of complete and final Construction Plans.
- 3.0 **RECORDATION OF PLAT.** Owner/Developer shall prepare and submit to the City Clerk the Final Plat in a form and upon material acceptable for recordation by the Adams County Clerk and Recorder and shall provide the required Collateral as hereinafter defined. Failure of Owner/Developer to submit an acceptable Final Plat and Collateral Public Improvements as specified in Section 12 of this Agreement to the City Clerk within ninety (90) days of the date of this Agreement shall, upon the enactment of a resolution by the City Council finding that the submittal was untimely, void Final Plat approval for the Project and this Agreement. If Owner/Developer timely submits a completed and recordation-ready Final Plat to the City, the City agrees to record the Final Plat no later than fifteen (15) days after it is submitted to and received by the City. The Final Plat and Construction Plans, as approved by the City, are incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement.
- 4.0 **PUBLIC UTILITY FEES.** Owner/Developer shall pay all installation charges for lighting and gas services required by Xcel Energy providing services to the Project.

- 5.0 UNDERGROUNDING OF ALL UTILITIES. The Owner/Developer shall underground all electric, gas, cable and telephone lines (collectively, "utilities") within the boundaries of the Final Plat or which are required to be relocated pursuant to this Agreement or as a condition of approval of the Final Plat. All utilities providing public services to the Project shall be located within dedicated and platted public utility easements or public street rights-of-way which shall be approved and subject to acceptance by the City.
- 6.0 SUBDIVISION MONUMENTATION. In accordance with the applicable provisions of the Colorado Revised Statutes, as amended, and the Northglenn City Municipal Code, as amended, the Owner/Developer shall establish all subdivision monumentation and have the monumentation approved by the City prior to issuance of any certificate of occupancy within the Project.
- 7.0 STREET MAINTENANCE. The Owner/Developer shall take all reasonable steps necessary to limit and prevent the accumulation of, and to remove accumulated mud, sediment, dirt, trash, and other debris that is "tracked," blown, or otherwise carried onto public property and public rights-of-way during development of the Project. Owner/Developer also shall take all reasonable steps necessary to prevent its construction activities from damaging adjacent properties, including public rights-of-way and other public property. If any adjacent property or public right-of-way is damaged or destroyed during the construction of the Public Improvements as defined herein, Owner/Developer shall, at its sole cost, promptly repair or replace the same to a condition similar or equal to that existing before such damage.
- 8.0 DRAINAGE, RETENTION, AND DETENTION FACILITIES. The Owner/Developer shall construct all drainage, retention, and detention in accordance with the Construction Plans approved by the City Engineer.
- 8.1 The Owner/Developer shall be responsible for all onsite drainage retention and detention as prescribed in Articles 13 & 17 of Chapter 16 of the City of Northglenn Municipal Code as amended.
- 8.2 PUBLIC PROPERTY DEDICATION/TITLE POLICY. A title commitment for any Property being dedicated to the City or upon which Public Improvements are being constructed shall be provided to the City. The title commitment shall show that all property is or shall be, subsequent to the execution and recording of the Final Plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable) which would make the dedications unacceptable as the City in its sole discretion determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the Final Plat.

8.3 By execution of the Final Plat, the Owner/Developer has offered for dedication to the City at no cost and the City has accepted such dedication of certain real property interests, as depicted on the Final Plat. No building permit or certificate of occupancy shall be issued unless and until the above requirement is satisfied.

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

**See Exhibit C – Public Improvements Description**

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

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

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

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

and

10.2 Construction cost estimates, as shown in **Exhibit D** for all costs and expenses associated with the construction and completion of all Public Improvements to be constructed by the Owner/Developer in accordance with this Agreement. . Such cost estimate shall bear the stamp and a certification of accuracy of a Colorado-licensed engineer with experience in construction cost estimating. The City may, in its discretion and at the City's cost and expense, submit the Public Improvement Plans and Owner/Developer's cost estimate to a City-retained engineer for review and an opinion of the construction cost estimate. Reasonable revisions and modifications to the Owner/Developer's construction cost estimate requested by the City or the City-retained engineer shall be implemented by the Owner/Developer prior to final acceptance of the estimate by the City. Where the City's cost estimate exceeds the Owner/Developer's estimate, the City's estimate shall govern and control the amount of any required letter of credit or other surety required from the Owner/Developer for the Public Improvements.

#### 11.0 REQUIRED SECURITY FOR PUBLIC IMPROVEMENTS.

11.1 In order to secure the construction and installation of the Public Improvements the Owner/ Developer shall, prior to recording the final plat in the real estate records of Adams County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, at the Owner/Developer's expense, furnish the City with the performance guarantee described herein. The performance guarantee provided by the Owner/Developer shall be cash or an irrevocable letter of credit in which the City is designated as beneficiary in an amount equal to construction cost estimate described in Section 10.2 of this Agreement, in order to secure the performance and completion of the Public Improvements. The Owner/Developer agrees that approval of the final plat of the City is contingent upon the Owner/Developer's provision of the performance guarantee described herein within ninety (90) days of the execution of this agreement in the amount and form provided herein. Failure of the Owner/Developer to provide cash or an irrevocable letter of credit to the City in the manner provided herein shall negate the City's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in Exhibit E, attached hereto and incorporated herein, and shall be subject to the review and approval of the City Attorney. The Owner/Developer shall not start the construction of any public or private improvement on the Property including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the City has received the cash or received and approved the irrevocable letter of credit.



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

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

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

## 12.0 COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.

- 12.1 The Owner/Developer shall complete construction of the Public Improvements within Two (2) Years of the date on which the Owner/Developer provides the performance guarantee to the City for the construction of the Public Improvements in accordance with the terms of this Agreement. Upon completion of construction of the Public Improvements and Owner/Developer's written request for probationary acceptance of such Improvements ("Construction Acceptance"), the Owner/Developer shall:
1. File with the City an original or sepia reproducible copy of the as-built construction plans of such Public Improvement(s), stamped and certified by the Engineer of Record who shall also be a Colorado registered professional engineer; and
  2. Submit to the City a sworn affidavit and documentary evidence that there exists no lien or encumbrance upon or against the Public Improvements resulting from unpaid amounts owing to contractors, subcontractors, material persons, or other persons involved or engaged in the construction or installation of the Public Improvements. The Owner/Developer shall promptly modify, alter, and repair at its own cost and expense any improvements not constructed in accordance with the Construction Plans so that the improvements conform to the Construction Plans. The Public Improvements shall become the property of the City (and the City's maintenance responsibility) upon Construction Acceptance of the Public Improvements by the City.
- 12.2 The City shall issue to the Owner/Developer a certificate of Construction Acceptance granting probationary acceptance of the Public Improvements and setting the terms of the warranty period. The probation and warranty period ("Warranty Period") shall terminate Two (2) years from the date of Construction Acceptance.
- 12.3 At the end of the Warranty Period, the City shall reinspect the Public Improvements and require correction of all defects and failures of the Public Improvements prior to the issuance of final acceptance of the Public Improvements and release of any remaining Collateral ("Final Acceptance").
- 13.0 WARRANTY OF PUBLIC IMPROVEMENTS. The Owner/Developer hereby represents that the Public Improvements shall be designed to reasonably achieve the purposes intended for the Public Improvements and hereby warrants the design, quality of materials, quality of construction, and quality of workmanship of all such City-accepted Public Improvement(s) for a period of two

(2) years from the date of the City's Construction Acceptance of the Public Improvements.

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

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

- 20.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Owner/Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the City and Owner/Developer that any person other than the City or Owner/Developer and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 21.0 GOVERNING LAW, VENUE, AND ENFORCEMENT. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Adams County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance. In addition to any other available remedies, it is understood and agreed that the City may withhold any permits or certificates requested by the Owner/Developer, including but not limited to building permits and certificates of occupancy for any lot within the Project in the event of a breach of this Agreement by the Owner/Developer.
- 22.0 AGREEMENT AND RELEASE. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Owner/Developer without the express written consent of the City of Northglenn. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the City Council. No assignment shall release the Owner/Developer from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Owner/Developer, the City may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the Owner/Developer to provide to the City written evidence of financial or other ability or capability to meet the particular duty, obligation, or responsibility being assumed by the party.
- 23.0 VESTED RIGHTS AND SUBSEQUENT LEGISLATIVE ENACTMENT. The Parties acknowledge and understand that the approval of the Final Plat was not processed or approved in accordance with or pursuant to Section 13, Article 3 of Chapter 11 of the Northglenn City Municipal Code or C.R.S. § 24-68-101 et seq. and the approval of the Final Plat does not constitute approval of a "site specific development plan" as that phrase is defined in either Chapter 11 of the Northglenn City Municipal Code or in C.R.S. § 24-68-101 et seq. The approval of

the Final Plat shall not therefore create or grant a "vested property right" as defined by Chapter 11, Article V and C.R.S. § 24-68-101 et seq. Nothing in this Agreement shall limit, prevent, or preclude the later adoption by the City Council of a legislative enactment which is general in nature and which may be applicable to the Project as well as other similarly situated property; subject, however, to rights which may accrue to the Owner/Developer by virtue of the vesting of property rights acquired in accordance with common law.

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

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

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

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

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

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

- 26.0 INVALID PROVISION; SEVERABILITY. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such

determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this agreement is capable of two constructions, one of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.

**CITY OF NORTHGLENN**, a Colorado home rule municipal corporation

ATTEST:

By: \_\_\_\_\_  
Johanna Small, City Clerk

By: \_\_\_\_\_  
Joyce Downing, Mayor

**OWNER/DEVELOPER**

**KELLER HOLLAND NORTHGLENN INVESTORS, L.P.**,  
a Delaware limited partnership

By: HPG Northglenn GP, LLC,  
a Washington limited liability company,  
its General Partner

By: HPG Stone Mountain Land, LLC,  
a Washington limited liability company,  
its Sole Member and Manager

By: Holland Partner Group Management, Inc.,  
a Delaware corporation, its Manager

By:  \_\_\_\_\_

Print Name: Erik Hagerick


Title: Vice President, Colorado Development Division

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

Acknowledged before me on 8.2.13, 2012, by ANDREW GUERRA,  
as NOTARY PUBLIC for the STATE OF COLORADO.

Witness my hand and official seal.

My commission expires: 9.8.13

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

[ S E A L ]



**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

Lot 1 of Stone Mountain Subdivision Filing No. 2. Situated in the Southwest  $\frac{1}{4}$  Section of Township 02 South, Range 68 West of the 6<sup>th</sup> P.M., City of Northglenn, County of Adams, State of Colorado.

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

**EXHIBIT B**

**STONE MOUNTAIN SUBDIVISION FILING NO. 3**

**A REPLAT OF LOT 1, STONE MOUNTAIN SUBDIVISION FILING NO. 2,**  
SITUATED IN THE SOUTHWEST 1/4 OF SECTION 03, TOWNSHIP 02 SOUTH, RANGE 68 WEST OF THE 6TH P.M.  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO.

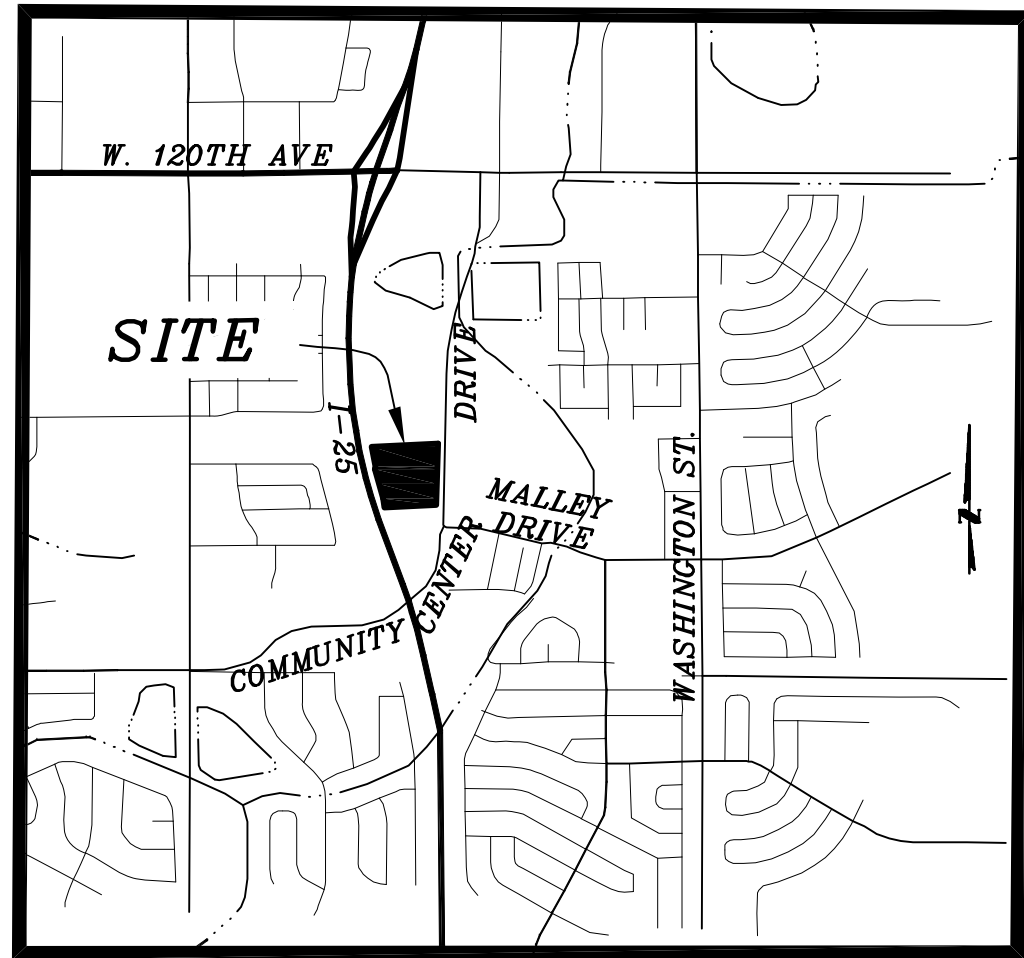
**SHEET 1 OF 2**

LEGAL DESCRIPTION AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT STONE MOUNTAIN LAND OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP BEING THE OWNER OF THE LAND DESCRIBED AS FOLLOWS;

LOT 1,  
STONE MOUNTAIN SUBDIVISION, FILING NO. 2, AS PER THE PLAT RECORDED APRIL 22, 2002 AT RECEPTION NO. C0959033, AND ALSO RECORDED JANUARY 7, 2003 AT RECEPTION NO. C1077063,  
COUNTY OF ADAMS, STATE OF COLORADO.

HEREBY LAID OUT, SUBDIVIDED AND PLATTED UNDER THE NAME AND STYLE OF STONE MOUNTAIN SUBDIVISION FILING NO. 3, A SUBDIVISION OF A PART OF THE CITY OF NORTHGLENN, COLORADO, BY THESE PRESENTS DEDICATE TO THE USE OF THE CITY OF NORTHGLENN AND ALL MUNICIPALLY OWNED AND/OR MUNICIPALLY FRANCHISED UTILITIES AND SERVICES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT FOR ALL SERVICES, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FORGOING, TELEPHONE AND ELECTRIC LINES, WORKS, POLES, UNDERGROUND CABLES, GAS PIPELINES, WATER PIPELINES, SANITARY SEWER LINES, STREET LIGHTS, CULVERTS, HYDRANTS, DRAINAGE DITCHES, STORM DRAINS AND ALL APPURTENANCES THERETO, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED AND DEVELOPERS THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING WATER WORKS, SANITARY SEWER WORKS AND LINES, STREET LIGHTING, GRADING AND LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY DEVELOPER OR ARRANGEMENTS MADE BY THE DEVELOPER THEREOF WHICH ARE APPROVED BY THE CITY OF NORTHGLENN, AND SUCH SUMS NOT BE PAID BY THE CITY OF NORTHGLENN, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE CITY OF NORTHGLENN, EXCEPT, THAT ITEMS OWNED BY THE MUNICIPALITY FRANCHISED UTILITIES, WHEN CONSTRUCTED OR INSTALLED, SHALL REMAIN THE PROPERTY OF SUCH OWNER, THE RIGHT TO AND USE OF ALL NON-TRIBUTARY GROUND WATER IS HEREBY DEDICATED TO THE CITY OF NORTHGLENN.



VICINITY MAP

SCALE: 1"=2000'

EXECUTED THIS \_\_\_ DAY OF \_\_\_\_\_, AD 20\_\_

BY: \_\_\_\_\_

AS: \_\_\_\_\_

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_ }  
  } SS  
COUNTY OF \_\_\_\_\_ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, AD, 20\_\_ .

BY \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

STANDARD NOTES:

- 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.
- 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.
- 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.

GENERAL NOTES:

- 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.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE LOT 1, STONE MOUNTAIN SUBDIVISION, FILING NO. 2, AS MONUMENTED BY NUMBER 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAPS, PLS 10945 AT BOTH ENDS AS BEARING S87°06'40"W AS SHOWN ON STONE MOUNTAIN SUBDIVISION, FILING NO. 2.
- THE WATER LINE EASEMENTS ALONG THE EAST PROPERTY LINE WERE NOT LISTED IN THE TITLE COMMITMENT FOR THE SUBJECT PROPERTY, THESE EASEMENTS ARE BEING SHOWN PER STONE MOUNTAIN SUBDIVISION FILING NO. 1. SEE NOTE #5 OF FILING NO. 1 FOR SOURCE DOCUMENTS.
- THE EASEMENT AREA WITHIN EACH LOT IS TO BE MAINTAINED BY THE OWNER OF THE LOT, EXCEPTING THE CITY OF NORTHGLENN FROM SUCH RESPONSIBILITY, ANY STRUCTURES OR LANDSCAPING MATERIALS INCONSISTENT WITH THE USE GRANTED IN THE EASEMENT ARE PROHIBITED.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS, KOCHER AND SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. F233274 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY AND HAVING AN EFFECTIVE DATE OF OCTOBER 23, 2012 AT 7:30 A.M.
- THE ACCESS & UTILITY EASEMENT ON LOT 1, STONE MOUNTAIN SUBDIVISION FILING NO. 2 IS HEREBY VACATED BY THIS PLAT. ALL EASEMENTS REFLECTED ON FILING #3 SHALL GOVERN.

APPROVALS:

APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT

\_\_\_\_\_  
DIRECTOR OF PLANNING AND DEVELOPMENT

APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND UTILITIES

\_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS AND UTILITIES

PLANNING COMMISSION APPROVAL:

THIS PLAT WAS RECOMMENDED FOR APPROVAL BY THE CITY OF NORTHGLENN, COLORADO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

BY \_\_\_\_\_  
SONIA DICARLO, CHAIRPERSON

SURVEYOR'S CERTIFICATE:

I, GEORGE G. SMITH JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY DIRECT SUPERVISION ON \_\_\_\_\_, 2013 AND MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF AND OPINION.

\_\_\_\_\_  
GEORGE G. SMITH JR., PLS NO. 19003  
FOR AND ON BEHALF OF HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203  
(303) 623-6300

RECORDER'S CERTIFICATE:

STATE OF \_\_\_\_\_ }  
  } SS  
COUNTY OF \_\_\_\_\_ }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M., RECEPTION NO. \_\_\_\_\_ FILE \_\_\_\_\_, MAP \_\_\_\_\_

\_\_\_\_\_  
CLERK AND RECORDER:

BY: \_\_\_\_\_

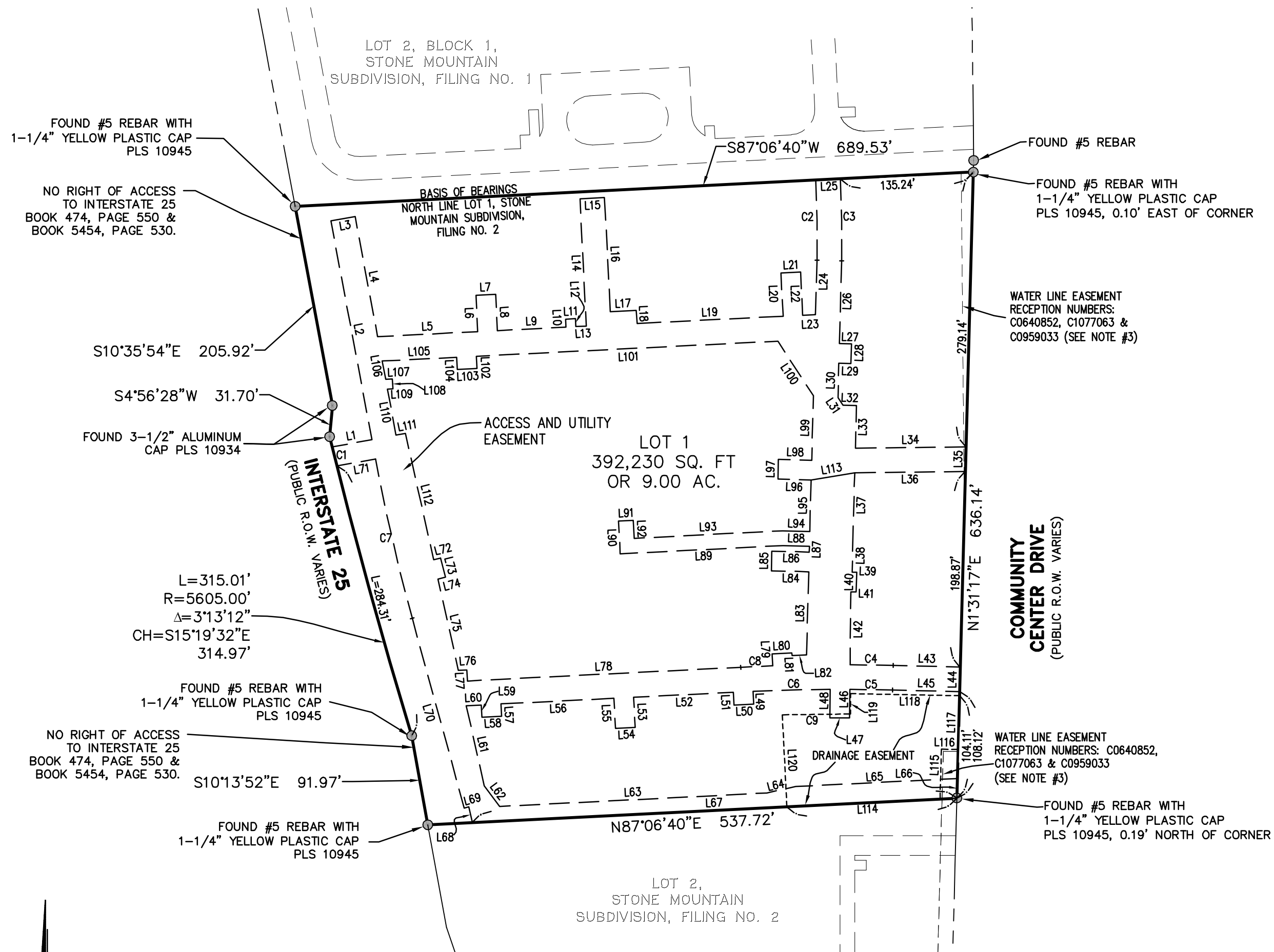
HKS HARRIS KOCHER SMITH  
1120 Lincoln Street, Suite 1000  
Denver, Colorado 80203  
P: 303-623-6300 F: 303-623-6311  
HarrisKocherSmith.com

ISSUE DATE:	03/24/13
DATE	REVISION COMMENTS
5-30-13	PER COMMENTS

DRAWING: P:\21711\SURVEY\ACAD\PLAT STONE MOUNTAIN NO.3.DWG LAYOUT COVER  
NO REVISIONS PLOTTED: MON 06/03/13 2:56:24P BY: JDR/URKE

# STONE MOUNTAIN SUBDIVISION FILING NO. 3

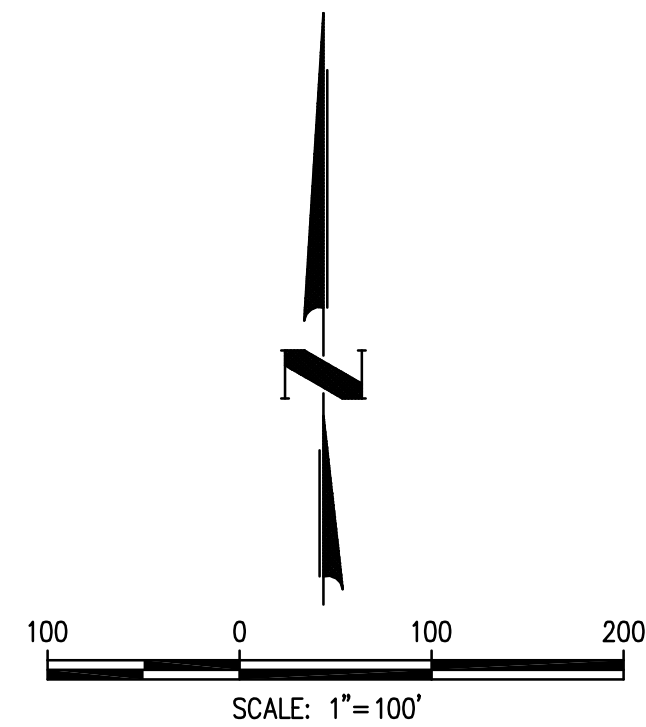
A REPLAT OF LOT 1, STONE MOUNTAIN SUBDIVISION FILING NO. 2,  
SITUATED IN THE SOUTHWEST 1/4 OF SECTION 03, TOWNSHIP 02  
SOUTH, RANGE 68 WEST OF THE 6TH P.M.  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO.  
SHEET 2 OF 2



EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1	40.90'	N79°28'57\"E
L2	225.87'	N10°36'30\"W
L3	25.00'	N79°23'30\"E
L4	124.21'	S10°36'30\"E
L5	101.77'	N87°06'40\"E
L6	36.83'	N02°53'20\"W
L7	20.00'	N87°06'40\"E
L8	36.83'	S02°53'20\"E
L9	69.80'	N87°06'40\"E
L10	8.02'	N02°52'38\"W
L11	10.00'	N87°07'22\"E
L12	8.02'	S02°52'38\"E
L13	10.61'	N87°06'41\"E
L14	129.54'	N02°53'20\"W
L15	25.01'	N87°06'40\"E
L16	116.18'	S02°55'34\"E
L17	26.43'	N87°10'28\"E
L18	13.33'	S02°53'20\"E
L19	148.48'	N87°06'40\"E
L20	43.90'	N02°53'20\"W
L21	20.00'	N87°06'40\"E
L22	43.90'	S02°53'20\"E
L23	12.98'	N87°06'40\"E
L24	55.31'	N01°31'17\"E
L25	25.00'	N87°06'40\"E
L26	84.21'	S01°31'17\"W
L27	12.32'	S88°28'43\"E
L28	20.00'	S01°26'47\"W
L29	12.35'	N88°28'43\"W
L30	34.82'	S01°31'17\"W
L31	9.31'	S32°55'19\"E
L32	13.73'	S88°28'43\"E
L33	43.08'	S01°31'17\"W
L34	112.50'	N89°22'05\"E
L35	25.02'	S01°31'17\"W
L36	112.50'	S89°22'05\"W
L37	68.45'	S01°31'17\"W
L38	32.73'	S01°26'51\"W
L39	4.75'	S88°28'43\"E
L40	20.00'	S01°31'17\"W
L41	5.52'	N88°28'43\"W
L42	73.94'	S00°32'29\"W
L43	68.10'	S88°28'43\"E
L44	25.00'	S01°31'17\"W
L45	68.10'	N88°28'43\"W
L46	28.95'	S00°32'29\"W
L47	20.00'	S89°37'21\"W
L48	29.08'	N00°32'29\"E
L49	12.96'	S02°43'46\"E
L50	20.00'	S87°16'14\"W
L51	12.93'	N02°43'46\"W
L52	101.52'	S87°06'40\"E
L53	30.65'	S03°12'54\"E
L54	20.00'	S86°47'06\"W
L55	30.77'	N03°12'54\"W
L56	114.77'	S87°06'40\"W
L57	12.37'	S02°53'20\"E
L58	20.00'	S87°06'40\"W
L59	12.37'	N02°53'20\"W
L60	15.21'	S87°06'40\"W

EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L61	83.32'	S12°35'58\"E
L62	26.14'	S36°26'19\"E
L63	271.65'	N87°06'40\"E
L64	30.02'	N77°31'22\"E
L65	164.37'	N87°06'40\"E
L66	20.06'	S01°31'17\"W
L67	492.53'	S87°06'40\"W
L68	16.54'	N12°35'44\"W
L69	4.73'	S74°39'52\"W
L70	199.74'	N15°20'08\"W
L71	39.74'	S79°28'57\"W
L72	7.20'	N75°34'56\"E
L73	20.00'	S14°25'04\"W
L74	7.83'	S75°34'56\"W
L75	95.05'	S12°35'58\"E
L76	8.56'	N86°47'06\"E
L77	11.29'	S03°12'54\"E
L78	277.75'	N87°06'40\"E
L79	12.19'	N02°53'20\"W
L80	20.00'	N87°06'32\"E
L81	2.85'	S02°53'20\"E
L82	14.73'	N87°15'44\"E
L83	84.58'	N01°31'17\"E
L84	37.92'	N88°28'43\"W
L85	20.00'	N01°31'17\"E
L86	37.92'	S88°28'43\"E
L87	5.87'	N01°31'17\"E
L88	27.01'	N88°28'43\"W
L89	165.20'	S87°05'43\"W
L90	33.37'	N02°53'42\"W
L91	15.00'	N87°06'18\"E
L92	18.37'	S02°53'42\"E
L93	150.78'	N87°05'43\"E
L94	27.59'	S88°28'43\"E
L95	52.44'	N01°31'17\"E
L96	33.79'	N88°28'43\"W
L97	20.00'	N01°31'17\"E
L98	33.79'	S88°28'43\"E
L99	65.39'	N01°31'17\"E
L100	66.28'	N32°55'19\"W
L101	306.45'	S87°06'40\"W
L102	12.33'	S02°53'20\"E
L103	20.00'	S87°06'40\"W
L104	12.33'	N02°53'20\"W
L105	75.79'	S87°06'40\"W
L106	18.80'	S10°36'30\"E
L107	6.98'	N87°48'31\"E
L108	10.00'	S02°11'29\"E
L109	5.50'	S87°48'31\"W
L110	47.56'	S10°36'30\"E
L111	9.66'	N79°28'57\"E
L112	131.66'	S12°35'58\"E
L113	44.82'	S80°33'42\"W
L114	155.63'	N87°06'40\"E
L115	50.62'	N01°32'35\"E
L116	16.98'	S88°50'29\"E
L117	54.70'	N01°31'17\"E
L118	110.74'	N88°55'33\"W
L119	20.59'	S00°02'29\"W
L120	93.51'	S02°53'20\"E

EASEMENT CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG	CHORD
C1	20.04'	5605.00'	0°12'17\"	S13°55'37\"E	20.04'
C2	81.34'	988.00'	4°43'02\"	N00°50'14\"W	81.32'
C3	83.27'	1013.00'	4°42'35\"	N00°50'00\"W	83.24'
C4	43.79'	2012.50'	1°14'48\"	N89°06'07\"W	43.79'
C5	43.36'	1987.50'	1°15'00\"	N89°06'13\"W	43.36'
C6	78.28'	1987.50'	2°15'24\"	S88°33'59\"W	78.28'
C7	166.21'	2012.47'	4°43'55\"	S12°58'10\"E	166.16'
C8	32.60'	2012.50'	0°55'41\"	S87°34'31\"W	32.60'
C9	69.21'	1962.50'	2°01'15\"	S89°16'54\"W	69.21'



**HKS HARRIS KOCHER SMITH**  
1120 Lincoln Street, Suite 1000  
Denver, Colorado 80203  
P: 303-623-6300 F: 303-623-6311  
HarrisKocherSmith.com

ISSUE DATE:	03/24/13
DATE	REVISION COMMENTS
5-30-13	PER COMMENTS

DRAWING: P:\21111\SURVEY\ACAD-PLAT STONE MOUNTAIN NO.3.DWG LAYOUT: SHEET 2  
NO YIELD, PLOTTED: MON 06/03/13 2:57:43P BY: JRD/URKE  
NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

## EXHIBIT C



### Stone Mountain Phase II Apartments

#### Description of Public Improvements

1. A water line will be installed for the property with connections in Community Center Drive and at the southeast corner of the Stone Mountain Phase I Development. Water line Improvements include 1910' of 8" PVC pipe, 10 water meters, 6 fire hydrants and 125' of fire hydrant line. There are also valves, tees and bends associated with the line. All disturbed asphalt, curb and gutter and sidewalks in and along Community Center Drive and in the Stone Mountain Phase I Development will be replaced.
2. Sanitary Sewer Improvements will include a connection to the existing 8" line in Community Center Drive. The sanitary sewer to service the 10 buildings on site will include 1092' of 8" PVC pipe and seven on-site manholes. Another manhole will be built in Community Center Drive at the connection point. All disturbed asphalt, curb and gutter and sidewalks in and along Community Center Drive will be replaced.
3. Transportation Improvements will include the addition of two entrances to the site, both off of Community Center Drive. Existing curb and gutter will be removed and new curb and gutter and crosspans will be built. The entrances will be paved with asphalt.
4. There will be the handicap ramps installed on each side of each entrance. These will connect with the existing sidewalk along Community Center Drive.
5. A detention pond will be installed in the southeast corner of the Site. The detention pond will include two forebays, a concrete trickle channel, micropool, outlet structure and a buried riprap emergency overflow channel. The outlet structure will include a water quality plate, 100 year orifice plate and the installation of 55' of 18" Reinforced Concrete Pipe (RCP) outflow pipe. An existing 5' manhole in Community Center Drive will be replaced, along with 38' of 24" RCP.
6. There will be a storm sewer system to service the Site. This will include two Type C Inlets, one Type 13 Inlet, two Double Type 13 Inlets, one Triple Type 13 Inlet and a Type R Inlet. The inlets will be connected by Reinforced Concrete Pipe, including 354' of 18" RCP, 364' of 24" RCP, 127' of 30" RCP, 104' of 36" RCP and 76' of 34"x 53" elliptical RCP. There will be four 5' diameter manholes and three 6' diameter manholes. All disturbed asphalt, curb and gutter and sidewalks in and along Community Center Drive will be replaced.

Stone Mountain Phase II  
Public Improvements Description

7. A storm sewer line will be installed that transfers flows from an off-site pipe to the storm sewer in Community Center Drive. There will be a headwall with orifice plate built at the pipe inlet. The storm sewer will consist of 1020' of 24" RCP and five 5' diameter manholes which includes the connection to the Community Center Drive Storm Sewer. All disturbed asphalt, curb and gutter and sidewalks in and along Community Center Drive will be replaced.

## EXHIBIT D

<b>STONE MOUNTAIN PHASE II APARTMENTS PUBLIC IMPROVEMENTS</b>					
<b>OPINION OF PROBABLE CONSTRUCTION COST</b>					
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	8" PVC WATER	1910	LF	\$55.00	\$105,050.00
2	1" WATER METER	1	EA	\$8,000.00	\$8,000.00
3	2" WATER METER	9	EA	\$12,500.00	\$112,500.00
4	6" DIP FIRE HYDRANT LINE	125	LF	\$85.00	\$10,625.00
5	FIRE HYDRANT ASSEMBLY	6	EA	\$5,500.00	\$33,000.00
6	4" GATE VALVE	9	EA	\$2,000.00	\$18,000.00
7	6" GATE VALVE	6	EA	\$2,500.00	\$15,000.00
8	8" GATE VALVE	10	EA	\$2,800.00	\$28,000.00
9	8"X4" TEE	9	EA	\$2,900.00	\$26,100.00
10	8"X6" TEE	6	EA	\$3,200.00	\$19,200.00
11	8"X8" TEE	3	EA	\$3,500.00	\$10,500.00
12	8" ~ 11.25-DEGREE BEND	11	EA	\$550.00	\$6,050.00
13	8" ~ 45-DEGREE BEND	11	EA	\$750.00	\$8,250.00
14	8" PVC SANITARY	1092	LF	\$40.00	\$43,680.00
15	4' INSIDE DIAMETER MANHOLE	8	EA	\$4,500.00	\$36,000.00
17	18" RCP STORM SEWER	409	LF	\$69.00	\$28,221.00
18	24" RCP STORM SEWER	1422	LF	\$93.00	\$132,246.00
19	30" RCP STORM SEWER	127	LF	\$114.00	\$14,478.00
20	36" RCP STORM SEWER	104	LF	\$134.00	\$13,936.00
21	34" x 53" RCP STORM SEWER	76	LF	\$158.00	\$12,008.00
22	DETENTION POND OUTLET STRUCTURE	1	EA	\$10,000.00	\$10,000.00
23	HEADWALL W/ ORIFICE PLATE	1	EA	\$3,000.00	\$3,000.00
24	INLET TYPE C	2	EA	\$3,000.00	\$6,000.00
25	INLET TYPE 13	1	EA	\$4,250.00	\$4,250.00
26	INLET MODIFIED DOUBLE TYPE 13	2	EA	\$8,500.00	\$17,000.00
27	INLET MODIFIED TRIPLE TYPE 13	1	EA	\$12,750.00	\$12,750.00
28	INLET TYPE R 5'	1	EA	\$4,000.00	\$4,000.00
29	5' INSIDE DIAMETER MANHOLE	10	EA	\$5,100.00	\$51,000.00
30	6' INSIDE DIAMETER MANHOLE	3	EA	\$5,900.00	\$17,700.00
31	HANDICAP RAMPS	4	EA	\$1,250.00	\$5,000.00
32	6" CURB AND GUTTER	88	LF	\$4.00	\$352.00
33	8' CROSSPAN	1214	SF	\$8.00	\$9,712.00
34	SIDEWALK	675	SF	\$4.00	\$2,700.00
35	ASPHALT PAVING	300	SF	\$2.50	\$750.00
36	MOBILIZATION/GENERAL CONDITIONS	1	LS	\$5,000.00	\$5,000.00
				<b>SUBTOTAL</b>	<b>\$830,058.00</b>
				<b>10% CONTINGENCY</b>	<b>\$83,005.80</b>
				<b>TOTAL</b>	<b>\$913,063.80</b>

**EXHIBIT E  
LETTER OF CREDIT FORM**

BANK LETTERHEAD  
NAME OF INSTITUTION  
ADDRESS  
CITY, STATE, ZIP

SAMPLE

DATE

---

---

IRREVOCABLE STANDBY LETTER OF CREDIT

---

---

BENEFICIARY:

PERMITTEE:

CITY OF NORTHGLENN  
11701 COMMUNITY CENTER DRIVE  
NORTHGLENN, COLORADO 80233

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LETTER OF CREDIT NUMBER:

DATE ISSUED:

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

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

---

---

AMOUNT:            \$AMOUNT U.S. DOLLARS

---

---

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

1. THIS ORIGINAL LETTER OF CREDIT.

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

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

SPECIAL CONDITIONS:

PARTIAL DRAWING IS PERMITTED.

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

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

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

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

NAME OF INSTITUTION  
A MEMBER OF THE FEDERAL RESERVE SYSTEM

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STANDBY LETTERS OF CREDIT