PLANNING & DEVELOPMENT MEMORANDUM #36-2023

DATE: Aug. 14, 2023

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager

Jason Loveland, Interim Deputy City Manager 4 2

FROM: Brook Svoboda, Director of Planning & Development

Ashley McFarland, Planner II

SUBJECT: CR-17 – Alexan Northglenn Development Agreement

PURPOSE

To consider CR-17, a resolution approving the Alexan Northglenn Development Agreement with Maple Multifamily Land TX LLP, for public infrastructure improvements required to serve the proposed Alexan Northglenn Major Site Plan at 505 Community Center Drive.

BACKGROUND

A Development Agreement is identical to the form and requirements of a Subdivision Improvement Agreement but is required when no subdivision is necessary for a development. Because the Alexan Northglenn Major Site Plan did not require any form of subdivision of the existing parcel, a development agreement is required for the proposed public infrastructure improvements to accommodate the development. The public improvements associated with this agreement are required to service the proposed 353 multifamily units to be located at 505 Community Center Drive.

The project will construct \$365,007.37 in public improvements, which includes 2,200 linear feet of an 8-inch looped water main, installation of nine fire hydrant assemblies, and installation of median curb, gutter, concrete, striping, signage, and landscaping at the existing median in Community Center Drive.

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

- 1. Prior to the issuance of any permits, the City Engineer shall certify/approve the 100% Civil Construction Plans.
- 2. Developer shall provide a performance guarantee (cash or letter of credit) in the amount of 110% of the construction cost estimate for the improvements.
- 3. The issuance of any permits will be withheld until the performance guarantee is provided and accepted by the City.

CR-17 – Alexan Northglenn Development Agreement August 14, 2023 Page 2 of 2

- 4. The developer shall have two years to complete the public improvements from the date the performance guarantee is provided to the City.
- 5. Upon completion of the public improvements within the required time and upon the approval of the Public Works Director, the owner/developer shall provide or authorize the City to retain cash or shall issue a replacement irrevocable letter of credit to the City in the amount of 20% of the total cost of construction and installation of the public improvements, to be held by the City during the two-year 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.

BUDGET/TIME IMPLICATIONS

Although the cost of installation of these improvements will be the responsibility of the developer, once the City accepts the improvements those will become a maintenance responsibility of the City.

The Alexan Northglenn Major Site Plan requires approval by the Planning Commission only. However, the development agreement must be approved by City Council before any public infrastructure improvements can be installed. The timing of installation of the improvements would be consistent with the agreement and would need to be completed and accepted by the City before any final sign-offs or certificates of occupancy can be issued for the development.

STAFF RECOMMENDATION

Staff recommends approval of CR-17.

STAFF REFERENCE

If Council Members have any questions, please contact Brook Svoboda, Director of Planning & Development, at bsvoboda@northglenn.org or 303.450.8937.

CR-17 – Alexan Northglenn Development Agreement

SPONSORED BY: MAYOR LEIGHT	<u>'Y</u>		
COUNCIL MEMBER'S RESOLUTIO	ON	RESOLUTION NO.	
No. <u>CR-17</u> Series of 2023		Series of 2023	
A RESOLUTION APPROVING A DOF NORTHGLENN AND NORTH NORTHGLENN MAJOR SITE PLAN	HGLENN APARTM	ENTS, LLC FOR THE	ALEXAN
BE IT RESOLVED BY THE COLORADO, THAT:	CITY COUNCIL (OF THE CITY OF NORT	HGLENN,
Section 1. The Developm Northglenn Apartments, LLC, attached Plan Public Infrastructure Improvement execute same on behalf of the City of I	d hereto as Exhibit 1, ents is hereby appro	for the Alexan Northglenn oved and the Mayor is au	Major Site
DATED at Northglenn, Colora	do, this day of		_, 2023.
	MERE Mayor	DITH LEIGHTY	
ATTEST:			
JOHANNA SMALL, CMC City Clerk			
APPROVED AS TO FORM:			
COREY Y. HOFFMANN			

City Attorney

CITY OF NORTHGLENN DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into and made by and between Morthalem Apartments, L.L.C ("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 Major Site Plan for the Property pursuant to Section 11-6-5(a)(2)(B) of the Northglenn Municipal Code (the "Application"), 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 as described in the Application to serve the proposed Project;

WHEREAS, in conjunction with submittal of the Application, the Owner/Developer has submitted to the City supporting documentation including 100% complete construction, engineering, grading/drainage, utility, street improvement, storm sewer, and electrical plans and drawings (collectively the "Construction Plans");

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 as specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the Parties, the approval by the City of Northglenn of the Application, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

AGREEMENT

- 1.0 <u>PURPOSE</u>. The purpose of this agreement is to set forth the terms, conditions, and fees to be paid by the Owner/Developer upon approval of the Major Site Plan Application for 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 <u>RECORDATION</u>. Owner/Developer shall prepare and submit to the City Clerk the original of the Major Site Plan, reflecting all revisions and amendments as directed by City Staff, in a form and upon material acceptable to the City, and shall provide the required Security as hereinafter defined. In addition, Owner/Developer shall deliver to the City Clerk two (2) sets of complete and final Construction Plans. Failure of Owner/Developer to submit an acceptable Major Site Plan and Security 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 approval for the Project and this Agreement. Owner/Developer shall pay for the costs of recordation of this Agreement.
- 3.0 <u>PUBLIC UTILITY FEES</u>. Owner/Developer shall pay all installation charges for lighting and gas services required by Xcel Energy providing services to the Project.
- 4.0 <u>UNDERGROUNDING OF ALL UTILITIES</u>. The Owner/Developer shall underground all electric, gas, cable and telephone lines (collectively, "utilities") within the boundaries of the Project or which are required to be relocated pursuant to this Agreement or as a condition of approval of the Major Site Plan. All utilities providing public services to the Project shall be located within dedicated public utility easements or public street rights-of-way which shall be approved and subject to acceptance by the City.
- 5.0 STREET MAINTENANCE. The Owner/Developer shall take commercially reasonable steps 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 commercially reasonable steps 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 pursuant to Owner/Developer's 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.
- 6.0 <u>DRAINAGE</u>, <u>RETENTION</u>, <u>AND DETENTION FACILITIES</u>. The Owner/Developer shall construct all drainage, retention, and detention in

accordance with the Construction Plans approved by the City Engineer. The Owner/Developer shall be responsible for all onsite drainage retention and detention as prescribed in Articles 13 and 17 of Chapter 16 of the City of Northglenn Municipal Code as amended.

7.0 <u>CONSTRUCTION OF PUBLIC IMPROVEMENTS</u>. The Owner/Developer shall design, furnish, construct, and install the following public improvements ("Public Improvements") as set forth on the Major Site Plan and the approved Construction Plans 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 Major Site Plan, 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, consistent with the City's customary standards, uniformly applied. No excavation, facility or Public Improvement shall be covered until inspected by the City, or the applicable service provider, or until such inspection is waived by the City in writing.

- 8.0 <u>CONSTRUCTION PLANS AND COST ESTIMATE REQUIRED</u>. Prior to the recordation of this Agreement or the issuance of the first building permit for any improvement within the Project, the Owner/Developer shall provide to the City the following:
 - 8.1 The Construction Plans, suitable for the commencement of construction of all Public Improvements required for the Project bearing the stamp of a Colorado licensed engineer with experience in the design and engineering of such improvements. Such Construction 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 the same may be amended from time to time, and shall be subject to approval by the City Engineer in accordance with the Northglenn City Municipal Code.
 - 8.2 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 Security.

9.0 REQUIRED SECURITY FOR PUBLIC IMPROVEMENTS.

- 9.1 To secure the construction and installation of the Public Improvements, the Owner/ Developer shall furnish the City with the performance guaranty described herein (the "Security"). The performance guaranty 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 one hundred ten percent (110%) of the construction cost estimate as described herein. Failure of the Owner/Developer to provide cash or an irrevocable letter of credit to the City in the manner provided in this Agreement shall negate the City's approval of the Major Site Plan. Letters of credit shall be substantially in the form 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, earthwork, overlot grading or the erection of any structure, temporary or otherwise, until the City has received the cash or received and approved the Security.
- 9.2 Due to the duration 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 for discrete completed segments of the Public Improvements to reduce the amount of such Security to the estimated cost of the remaining construction be incurred to complete the Public Improvements. Owner/Developer shall, if requested by City, provide to City copies of invoices for discrete completed segments of 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 entirety of the Public Improvements. Nothing in this Section 9.2 shall be construed to require the City to release any portion of the Security that relates to a partially completed component of the Public Improvements required to be constructed pursuant to this Agreement.

Upon providing such completed documentation to the City, City shall, within thirty (30) 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.

- 9.3 If the Public Improvements are not constructed or completed within the period of time specified in this Agreement, as may be extended as mutually agreed upon by the Parties, the City may draw on the Security to complete the Public Improvements. 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.
- 9.4 Upon completion of performance of such Public Improvements within the required time and upon the approval of the City Public Works Director, the Owner/Developer shall provide or authorize the City to retain cash or shall issue a replacement irrevocable letter of credit to the City in the amount of twenty percent (20%) 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.

10.0 COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.

- 10.1 The Owner/Developer shall complete construction of the Public Improvements within two (2) years after the date on which the Owner/Developer provides the Security to the City for the construction of the Public Improvements in accordance with the terms of this Agreement. The Owner/Developer shall promptly modify, alter, and repair at its own cost and expense any Public Improvements not constructed in accordance with the Construction Plans, except as otherwise approved by the City Engineer, so that the Public Improvements conform to the Construction Plans. Upon completion of construction of the Public Improvements Owner/Developer's written request for initial acceptance of such Public Improvements ("Construction Acceptance"), the Owner/Developer shall:
 - a) 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
- b) 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.
- 10.2 The City shall issue to the Owner/Developer a certificate of Construction Acceptance granting initial acceptance of the Public Improvements and setting the terms of the warranty period ("Warranty Period"), which shall terminate two (2) years after the date of Construction Acceptance. 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.
- 10.3 At the end of the Warranty Period, the City shall reinspect the Public Improvements and require correction of any defects and failures of the Public Improvements attributable to items subject to warranty or that are construction defects prior to issuing a final acceptance of the Public Improvements and release of any remaining Security ("Final Acceptance").
- 11.0 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.
- 12.0 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 that 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.
- 13.0 <u>FORM OF PAYMENT OF ALL FEES AND CHARGES</u>. Unless otherwise agreed to by the City Manager or its designee 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.
- 14.0 <u>DELAYS</u>. 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, as reasonably documented by the delaying Party, which Party shall have an obligation to use commercially reasonable efforts to mitigate.
- 15.0 <u>WAIVER</u>. 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 Agreement is intended to waive or modify any applicable provision of state or local law.
- 16.0 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.
- 17.0 <u>BINDING EFFECT</u>. 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. The City shall also record this Agreement.
- 18.0 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.
- 19.0 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.
- 20.0 AGREEMENT AND RELEASE. 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 Manager or its designee, which consent shall not be unreasonably withheld, provided Owner/Developer has provided to the City sufficient evidence of the financial capacity of any successor in interest to assume the obligations of Owner/Developer hereunder. 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, in its reasonable discretion, require the party assuming any duty, obligation, 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 such party.
- VESTED RIGHTS AND SUBSEQUENT LEGISLATIVE ENACTMENT. The Parties acknowledge and agree that the approval of the Major Site Plan 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 Major Site Plan 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 Major Site Plan 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.
- 22.0 <u>INDEMNIFICATION</u>. 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 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 third-party suit, action, or claim related to Owner/Developer's obligations and performance hereunder, together with all reasonable expenses and attorney fees incurred by the City in defending any such suit, action or claim.

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.

- 22.1 <u>WAIVER OF DEFECTS.</u> 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.
- 22.2 <u>RELEASE OF LIABILITY</u>. It is expressly understood that the City 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, the City of Northglenn Municipal Code, and the laws of the State of Colorado.
- 23.0 <u>PARAGRAPH CAPTIONS</u>. 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.
- 24.0 <u>INVALID PROVISION; SEVERABILITY</u>. 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.
- 25.0 <u>RECORDING OF AGREEMENT</u>. 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.
- 26.0 <u>TITLE AND AUTHORITY</u>. The Owner/Developer expressly warrants and represents to the City that the undersigned individuals have full power and authority to enter into this Agreement. The Owner/Developer acknowledges and agrees that the City is relying on such representations and warranties in entering into this Agreement.
- 27.0 <u>INTEGRATION AND AMENDMENT</u>. 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.

- 28.0 <u>INCORPORATION OF EXHIBITS</u>. 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.
- 29.0 <u>ATTORNEY FEES</u>. 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 of performance of this Agreement, the Owner/Developer shall pay the attorney fees, expenses and court costs of the City.
- 30.0 <u>NOTICES</u>. 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. Such notice shall be deemed to have been given when deposited in the United States Mail.

	DATED THIS	DAY OF	, 20.
ATTEST:			NORTHGLENN, a Colorado home ipal corporation
By: Johanna S	mall, CMC, City Cler	By: Meredi ·k	th Leighty, Mayor
Northglenn A	partments, L.L.C.,	a Delaware limited lia	ability company
	COCH 117 Northgler nember	nn, L.P., a Delaware	limited partnership, its managing
E	company, its g	amily Development, general partner orcester, Vice Presid	L.L.C., a Texas limited liability
STATE OF CO	Denver)	ss.	
Acknowledged <u>Vice Presiden</u>	before me on <u>J</u> for the j	uly 20 th , 209 Worthglenn Apartm	3by <u>Jarvie Worcester</u> , as ents, L.L.C.
Witness my ha	nd and official seal.		
My commission	n expires: <u>OS-13</u>	- 2025 <u>ک</u> Notary	Sanie Pittenger Public
[SEAL]	DANIEL PITT Notary Pu State of Col Notary ID # 2021 My Commission Expir	blic orado 4018487	

EXHIBIT A DESCRIPTION OF PROPERTY

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS - SECOND FILING,

LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065,

COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B MAJOR SITE PLAN

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065,

COUNTY OF ADAMS, STATE OF COLORADO.

PROJECT DESCRIPTION:

LINDIEU I DESORIF ITON.

AEZAN NORTHERM MULTI-FARLY MILL INCLUDE 353 FOR RENT UNITS IN A STANDALONE 5-STORY WOOD FRAMED RESIDENTIAL APARTMENT BULLDING OF TYPE III CONSTRUCTION AND 2 STANDALONE 3-STORY WOOD FRAMED RESIDENTIAL APARTMENT BULLDINGS OF THE II CONSTRUCTION. ALSO INCLUDED IN THE 5-STORY STRUCTURE ARE TRASH, LEASING/MAIL, CLUBHOUSE, AND FITNESS CENTERS. AN OUTDOOR SIMMANO POOL IS NICLIDED WITHIN THE WAND COUNTRAIN.

SITE DATA TABLE:

LOT SIZE	374,616 SF -	8.6 Acres	
ZÓNING OF THE SITE	MIXED USE CORRIDOR (MC)		
	AREA	PERCENTAGE	
BUILDING COVERAGE	96,801 SF	25%	
PARKING COVERAGE	186,334 SF	50%	
LANDSCAPING COVERAGE	73,955 SF	20%	
HARDSCAPING COVERAGE	17,526 SF	5%	
TOTAL IMPERVIOUS COVERAGE	300,661 SF	80%	
PARKING REQUIRED	NUMBER		
VEHICLE	536		
	REQUIRED	PROPOSED	
BICYCLE	26	26	
PARKING PROVIDED	NUMBER		
	542		
ACCESSIBLE PARKING	REQUIRED	PROPOSED	
	11	9 STANDARD 2 VAN	
SETBACKS	MINIMUM		
FRONT	5 FT		
SIDE	5 FT		
REAR	10' (REAR WO ALLEY / 5' (DETACHED ACCESSORY STRUCTURE)		

PARKING:

TYPE	COUNT	REQUIRED	
STANDARD GARAGE	38	STUDIO UNITS (31) @ 1 SP/UNIT =	31
STANDARD SURFACE	275	1 BEDRM UNITS (177) @ 1.25 SP/UNIT =	222
COMPACT SURFACE	124	2 BEDRM UNITS (101) @ 1.5 SP/UNIT =	152
TOWNHOMES	18	TOWNHOME UNITS (9) @ 2 SP/UNIT =	18
LIVE WORK		LIVE WORK UNITS (13) @ 1.5 SP/UNIT =	20
CARPORT	76	3 BEDRM UNITS (22) @ 2 SP/UNIT =	44
		GUEST PARKING 10% OF TOTAL REQ. =	49
		TOTAL =	536
GARAGE ACCESSIBLE	2	PER TABLE 1106.1 (2% OF TOTAL REQ.) =	
SURFACE ACCESSIBLE	9	FER TABLE TIOS.1 (2% OF TOTAL REQ.)	"
TOTAL PROVIDED	542	TOTAL REQUIRED	536

UNITS:

TYPE	SIZE	MIX	PERCENT
STUDIOS	540 - 621 SF	31	8.78%
1 BD/1 BA	701 - 921 SF	177	50.14%
LIVE WORK	930 SF	13	3.68%
2 BD/2 BA	1,046 - 1,325 SF	101	28.61%
3 BD/ 3 BA	1,440 SF	22	6.23%
TOWNHOMES 1,703 - 1,715 SF		9	2.55%
		353	

BUILDING INFORMATION:

BUILDING	BUILDING TYPE	STORIES	MAXIMUM BUILDING HEIGHT	PROPOSED BUILDING HEIGHT
1	A B	5	60'-0" MAX	60'-6"
2	A	3	60'-0" MAX	37'-6"
3	A	3	60'-0" MAX	37'-6"

SHEET INDEX Sheet # COVER SHEET EXISTING CONDITIONS AND DEMOLITION PLAN OVERALL SITE PLAN DETAILED SITE PLAN NORT DETAILED SITE PLAN SOUTH OVERALL GRADING AND DRAINAGE PLAN OVERALL UTILITY PLAN LANDSCAPE NOTES AMENITY SCHEDULE OVERALL LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE PLAN ENLARGEMENT LANDSCAPE DETAILS LANDSCAPE DETAILS LANDSCAPE DETAILS BUILDING 1 ELEVATIONS BUILDING 1 ELEVATIONS BUILDING 1 ELEVATIONS BUILDING 2 & 3 FLEVATIONS GARAGE FLEVATIONS PHOTOMETRIC PLAN LIGHTING SPECIFICATIONS LIGHTING SPECIFICATIONS

E 120TH AVE W 116TH AVE -SITE COMMUNITY CENTER DR VICINITY MAP

CITY APPROVAL CERTIFICATE:

THIS IS TO HEREBY CERTIFY THAT ON THE CITY OF NORTHGLENN, COLORADO, HAS APPROVED THIS SITE PLAN FOR THE DEVELOPMENT OF ALEXAN NORTHGLENN MULTI-FAMILY DEVELOPMENT IN CONFORMANCE WITH THE ORDINANCES OF THE CITY OF NORTHGLENN.

CHAIR, PLANNING COMMISSION (MAJOR SITE PLANS ONLY)

DIRECTOR, PLANNING AND DEVELOPMENT

DIRECTOR OF PUBLIC WORKS

OWNERS CERTIFICATE:

OWNTERS CENTIFICATE.

(FOR WE), MAPIE WULTI-FARILY, AND TX, IP (TRAMMELL CROW RESIDENTIAL), AS OWNERS OF THE 8.6 ACRE
TRACT DESCRIBED ABOVE AND FORECOMES SITE PLAN LALEAN NORTHELENN MULTI-FARILY DEVELOPMENT DO
HEREBY ESTREMENTS AND DEVELOPMENT OF SAID PROPERTY ACCORDING TO ALL LINES, DECICATIONS,
RESTRICTIONS AND NOTATION ON SAID SITE PLAN, I. (WE) FURTHER CERTIFY THAT ALL IMPROVEMENTS SHOWN
ON SAID SITE PLAN SHALL BE CONSTRUCTED IN LOCATION SHOWN.

IN TESTIMONY WHEREOF, TRAUMELL OROW RESIDENTAL HAS CAUSED THESE PRESENTS TO BE SIGNED BY JASON BENILEY. ITS PRESIDENT THEREUNTO AUTHORIZED. ATTESTED BY IS SERGETARY (OR AUTHORIZED TRUST OFFICER). AND ITS COMMON SEAL HEREUNTO AFFIXED BY THIS DAY OF JOHN OF THE DAY OF THE DAY OF JOHN OF THE DAY OF THE

BY: JARVIE WORCESTER TRAMMELL CROW RESIDENTIAL REGIONAL CONSTRUCTION PRESIDENT

(NAME OF SECRETARY OR AUTHORIZED TRUST OFFICER)

(AFFIX CORPORATE SEAL)

GENERAL NOTES:

SIGNAGE IS NOT REVIEWED AS PART OF THIS SITE PLAN APPROVAL. ALL SIGNAGE REQUIRES A
SEPARATE REVIEW IN ACCORDANCE WITH THE REQUIREMENTS OF THE SIGN CODE.

OWNER:

OWNER: MAPLE MULTI-FAMILY LAND TX, LP C/O TRAMMELL CROW RESIDENTIAL 2420 17TH STREET. SUITE 250 DENVER. CO 80202 PHONE: 970.470.0627 CONTACT: JARVIE WORCESTER

ARCHITECT:

JHP ARCHITECTURE/URBAN DESIGN 8340 MEADOW ROAD, SUITE 150 DALLAS, TX 75131 PHONE: 241,363.5687 CONTACT: BRIAN KEITH, AIA, AICP, LEED AP

CIVIL ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
1125 17TH STREET, SUITE 1400
DENVER, CO 80202
PHONE: 303.228.2322
CONTACT: MEAGHAN MCGEE, P.E., LEED AP

SURVEYOR:

KIMLEY-HORN AND ASSOCIATES, INC. 4582 SOUTH ULSTER STREET, SUITE 1500 DENVER, CO 80237 PHONE: 720.739.3134 CONTACT: DARREN R. WOLSTERSTORFF, PLS

LANDSCAPE ARCHITECT:

NORRIS DESIGN 1101 BANNOCK STREET DENVER, CO 80204 PHONE: 303,575,4551 CONTACT: KAYLEIGH ROBINSON

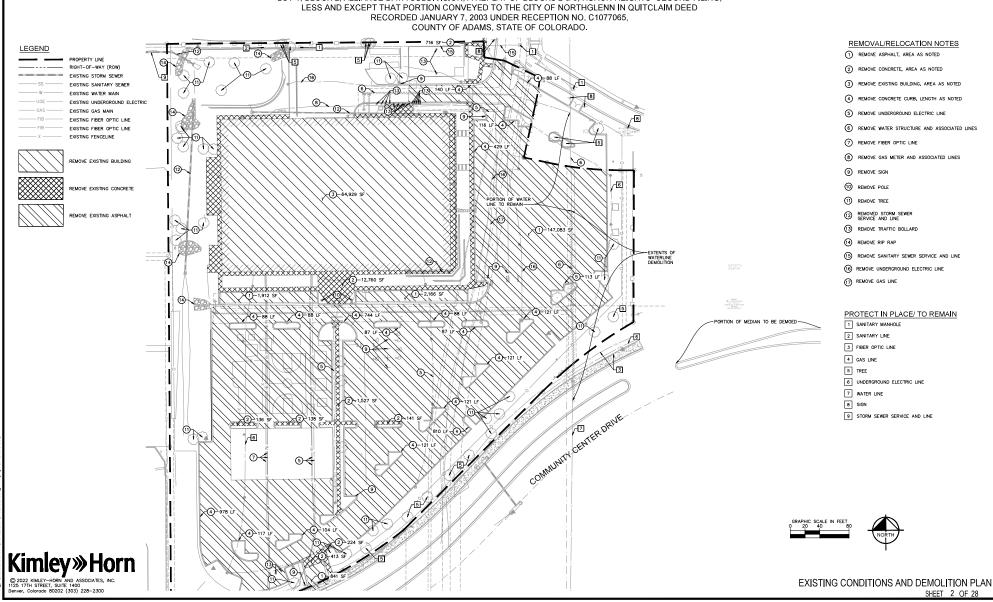
DEVELOPER:

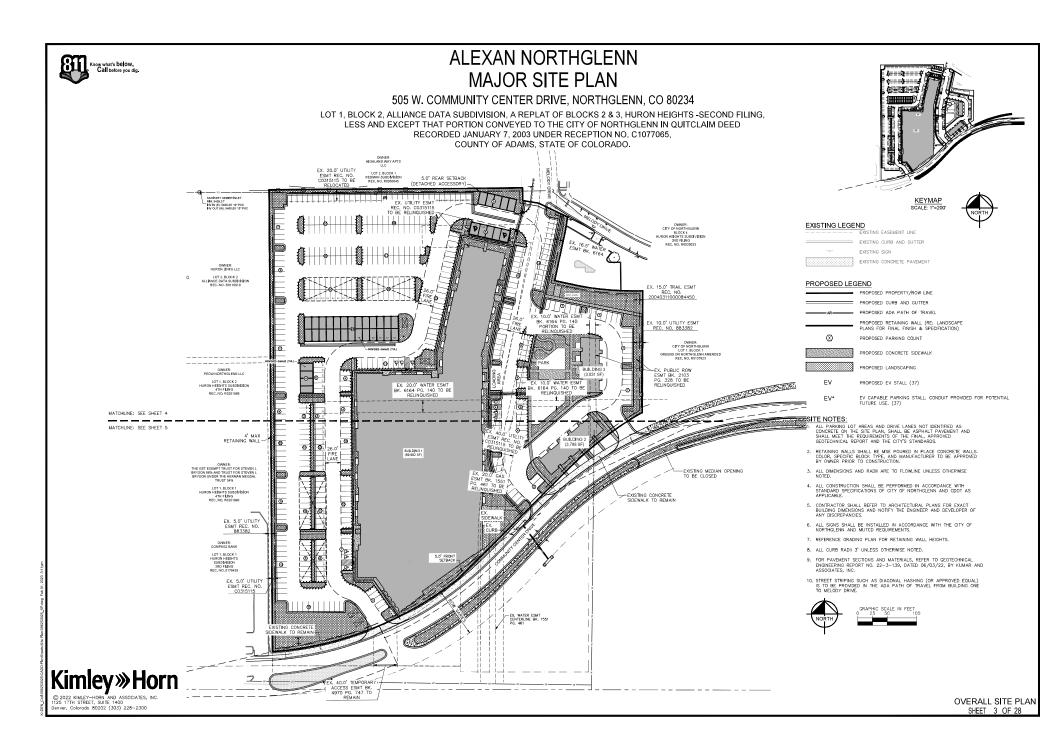
MAPLE MULTI-FAMILY LAND TX, LP C/O TRAMMELL CROW RESIDENTIAL 2420 17TH STREET, SUITE 250 DENVER, CO 80202 PHONE: 970.470.0627 CONTACT: JARNE WORGESTER

COVER SHEET SHEET 1 OF 28

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065,

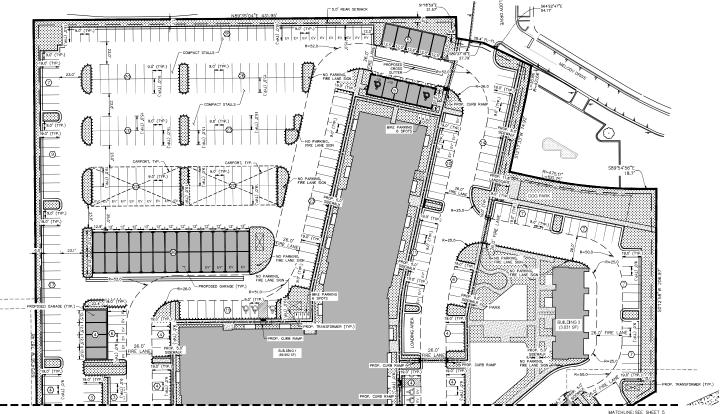






505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.









EXISTING LEGEND

EXISTING	CURB AND	GUTTE
 EXISTING	SIGN	
EXISTING	CONCRETE	PAVEM

PROPOSED LEGEND

	PROPOSED PROPERTY/ROW LINE
	PROPOSED CURB AND GUTTER
AR	PROPOSED ADA PATH OF TRAVEL
	PROPOSED RETAINING WALL (RE: LANDSCAPE PLANS FOR FINAL FINISH & SPECIFICATION)
⊗	PROPOSED PARKING COUNT
	PROPOSED ANNOPETE CIRCUMI

PROPOSED	CONCRETE	SIDEWALK
PROPOSED	LANDSCAP	NG

EV PROPOSED EV STALL (37

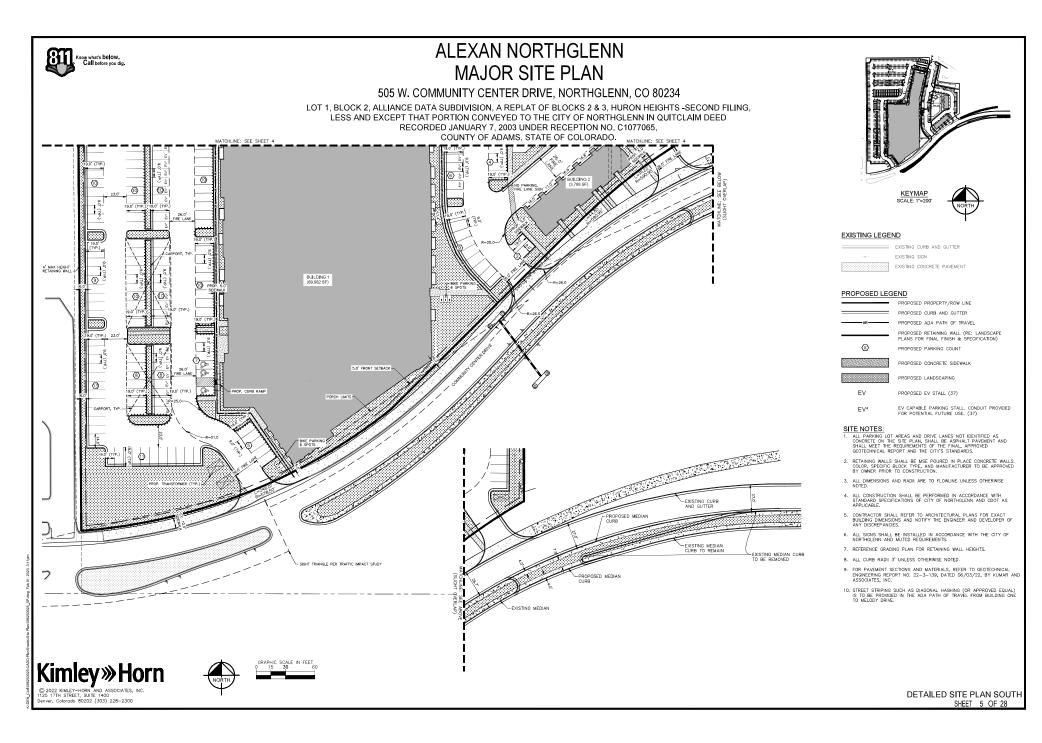
EV CAPABLE PARKING STALL, CONDUIT PROVIDED FOR POTENTIAL FUTURE USE. (37)

EV* SITE NOTES:

- ALL PARKING LOT AREAS AND DRIVE LANES NOT IDENTIFIED AS CONCRETE ON THE SITE PLAN, SHALL BE ASPHALT PAVEMENT AND SHALL MEET THE REQUIREMENTS OF THE FINAL, APPROVED GEOTECHNICAL REPORT AND THE CITY'S STANDARDS.
- RETAINING WALLS SHALL BE MSE POURED IN PLACE CONCRETE WALLS. COLOR, SPECIFIC BLOCK TYPE, AND MANUFACTURER TO BE APPROVED BY OWNER PRIOR TO CONSTRUCTION.
- ALL DIMENSIONS AND RADII ARE TO FLOWLINE UNLESS OTHERWISE NOTED.
- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH STANDARD SPECIFICATIONS OF CITY OF NORTHGLENN AND CDOT AS APPLICABLE.
- 5. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND NOTIFY THE ENGINEER AND DEVELOPER OF ANY DISCREPANCIES.
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF NORTHGLENN AND MUTCD REQUIREMENTS.
- 7. REFERENCE GRADING PLAN FOR RETAINING WALL HEIGHTS.
- 8. ALL CURB RADII 3' UNLESS OTHERWISE NOTED.
- FOR PAVEMENT SECTIONS AND MATERIALS, REFER TO GEOTECHNICAL ENGINEERING REPORT NO. 22-3-139, DATED 06/03/22, BY KUMAR AND ASSOCIATES, INC.
- 10. STREET STRIPING SUCH AS DIAGONAL HASHING (OR APPROVED EQUAL) IS TO BE PROVIDED IN THE ADA PATH OF TRAVEL FROM BUILDING ONE TO MELODY DRIVE.



DETAILED SITE PLAN NORTH SHEET 4 OF 28



505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.

PROPOSED PROPERTY LINE EXISTING EASEMENT LINE PROPOSED MAJOR CONTOURS PROPOSED MINOR CONTOURS EXISTING MAJOR CONTOURS PROPOSED STORM INLET S PROPOSED STORM SEWER

GENERAL NOTES

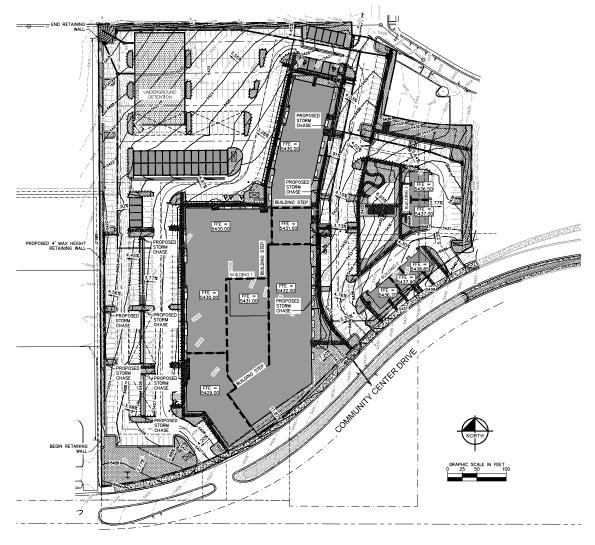
- SENIERAL NOTES

 ALL GRADE ELEVATIONS ARE CURB FLOWLINE
 ELEVATIONS UNLESS INDICATED OTHERWISE.
 FOR TOP OF CURB ELEVATIONS, UNLESS
 OTHERWISE INDICATED.
 ALL SLOPES ACROSS ADA PARKING SPACES
 SHALL BE 22 MAX. IN ALL DIRECTIONS.

 AMAX. SUPPLYS ON SDEWART SHALL BE 27
 MAX.
- MAX.
 ALL STORM SEWER PIPES AND STRUCTURES
 TO BE INSTALLED WILL BE PRIVATE FACILITIES.
 ALL ELEVATION LABELS TRUNCATED BY 5600
 FEET

GRADING PLAN NOTES

FFE - FINISHED FLOOR ELEVATION

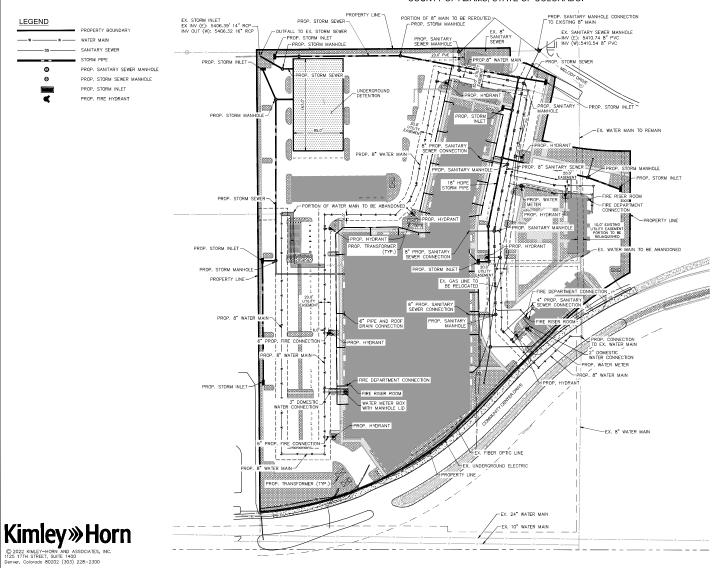




OVERALL GRADING AND DRAINAGE PLAN SHEET 6 OF 28

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.







OVERALL UTILITY PLAN SHEET 7 OF 28

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO,

GENERAL NOTES

- THE CONTRACTOR AND OWNER'S REPRESENTATIVE SHALL CONTACT
 THE LANDSCAPE ARCHITECT FOR A PRE-CONSTRUCTION MEETING PRIOR
 TO START OF ANY WORK SHOWN ON THESE PLANS.
- THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
 DRAWINGS ARE INTENDED TO BE PRINTED ON 24" X 36" PAPER.
- PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.

 4. VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION.
- NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
- 5. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
 6. REVISIONS TO THESE DOCUMENTS, REVIEW AND CONSIDERATIONS OF SUBSTITUTIONS, OWNER DIRECTED CHANGES, AND/OR RFI RESPONSES WHICH REQUIRE PROVIDING ADDITIONAL DETAIL AFTER APPROVAL OF THE PERMIT SET MAY REQUIRE APPROVAL OF AN ADDITIONAL SERVICES
- REQUEST BY THE CLIENT. 7 SUBMIT A CHANGE ORDER FOR APPROVAL FOR ANY CHANGES TO WORK SCOPE RESULTING FROM FIELD CONDITIONS OR DIRECTION BY OWNER'S
 REPRESENTATIVE WHICH REQUIRE ADDITIONAL COST TO THE OWNER PRIOR TO PERFORMANCE OF WORK.
- 8. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
- 9. IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, NORIS DESIGN RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THESE CONTRACT DOCUMENTS AS A BASIS FOR THE BID. IF THE OWNER ELECTS TO PROVIDE A GEOTECHNICAL REPORT, THE CONTRACTOR SHALL REVIEW THE REPORT AND SUBMIT AN APPROPRIATE CHANGE ORDER TO THE OWNER'S REPRESENTATIVE IF
- ADDITIONAL COSTS ARE REQUESTED.

 10. CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS. AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK, SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR. THE CONTRACTOR SHALL CONTACT THE OWNER'S
- REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.

 11. CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
- ASSOCIATED WITH WORK.

 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY WOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS JURISDICTIONAL CODES AND REGULATORY AGENCIES
- 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL
 UTILITY LOCATES PRIOR TO ANY EXCAVATION. REFER TO ENGINEERING UTILITY PLANS FOR ALL PROPOSED UTILITY LOCATIONS AND DETAILS. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.

 14. UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE
- CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES. ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAYING OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE
- 15. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS, ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE
- OF THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF

- THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.

 17. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL
- AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TIMES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.

 18. SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY
- EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS 19. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE
- PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.

 20. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEANOUT AREAS
- WITH OWNER'S REPRESENTATIVE.
- 21. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS,
- SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.

 22. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.

 23. THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY
- STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY
 BEFORE PERFORMANCE OF ANY SITE WORK.
- 24. MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON MAINTAIN ANT JOINEMAN THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES
- ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.

 25. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO
- THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.

 26. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS
 TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK,
- 27 THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT. TRANSPORTATION METHODS ON PUBLIC RIGHT-OF WAYS SHALL CONFORM TO
 JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE
 RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
- 28. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR
- OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE. 29. THE CLEANING OF CONCRETE EQUIPMENT IS PROMBITED AT THE JOB SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS, THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM
- SEWER IS PROMBITED.

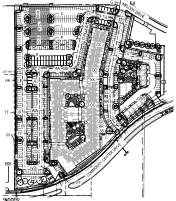
 30. THE USE OF REBAR, STEEL STAKES, OR STEEL FENCE POSTS TO STAKE DOWN STRAW OR HAY BALES OR TO SUPPORT SILT FENCING USED AS AN
- EROSION CONTROL MEASURE IS PROHIBITED.
 31. OPEN SPACE SWALES: IF SWALES ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN THE CONVEYANCE OF WATER WITHIN THE SWALES DURING THE CONTRACT PERIOD. THE CONTRACTOR
 SHALL BE RESPONSIBLE FOR ANY DIVERSION OR PUMPING OF WATER IF REQUIRED TO COMPLETE WORK. ANY SWALES DISTURBED BY THE

- CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE SWALE NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE
- 32. DETENTION AND WATER QUALITY PONDS: IF DETENTION PONDS AND
 WATER QUALITY PONDS ARE EXISTING ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS. THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE PONDS, DRAINAGE STRUCTURES AND SPILLWAYS DURING CONSTRUCTION. ALL PONDS, DRAINAGE STRUCTURES AND SPILLWAYS SHALL BE MAINTAINED IN OPERABLE CONDITIONS AT ALL TIMES, ANY POND OR SPILLWAY AREAS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE POND NEEDS TO BE DISTURBED OR MODIFIED FOR ANY REASON. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE.
- 33. MAINTENANCE ACCESS BENCHES: IF MAINTENANCE BENCHES OR ACCESS ROADS EXIST ON SITE AND ARE NOT INTENDED TO BE MODIFIED AS PART OF THE PLANS, THE CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE BENCHES OR ACCESS ROADS DURING CONSTRUCTION. ANY BENCHES OR ACCESS ROADS DISTURBED BY THE CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION
 PERIOD. IF ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR
- APPROVAL PRIOR TO INTERRUPTION OF ACCESS.

 34. LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS,
 RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE
- OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.

 35. ALL TREES ADJACENT ANDIOR EXTENDING OVER FIRE DEPARTMENT
 ACCESS ROADWAYS ARE TO BE LIMBED TO 13'-6" MIN. HEIGHT TO ENSURE AN UNOBSTRUCTED VERTICAL CLEARANCE ACROSS THE ENTIRE
- 20' WIDTH PURSUANT TO IFC SECTION 503.2.1.
 36. ALL FIRE HYDRANTS HAVE A 3'-0" MIN. WORKSPACE AROUND THE HYDRANT PURSUANT TO IFC SECTION 507.5.5.
- TIDAMY PORSUMN TO IT C SECTION 907.3.3.
 7. THE MEDIAN LANDSCAPING WEST OF EAST ACCESS #6 THAT IS TALLER
 THAN 3' MUST BE REMOVED AND LOW PROFILE LANDSCAPING (LESS
 THAN 3' TALL) MUST NE PLANTED IN ITS PLACE.

PARKING AREA LANDSCAPING



PROVIDED TREE/SHRUB COUNT INSUFFICIENT DUE TO EASEMENT CONFLICT
** PROVIDED TREE/SHRUB COUNT INSUFFICIENT DUE TO PEDESTRIAN ACCESS

STREET TREE REQUIREMENT

STREET	LINEAR FEET	REQUIRED TREES (1 PER 40 LF)	PROVIDED TREES
COMMUNITY CENTER DRIVE	754	19	2*
MELODY DRIVE	68	2	1*

34.5 LBS, / PLS PER ACER

LANDSCAPE REQUIREMENT

PERVIOUS SURFACE AREA	REQUIRED TREES (1 PER 500 SF)	PROVIDED TREES	REQUIRED SHRUBS/GRASSES (10 PER 500 SF)	PROVIDED SHRUBS/GRASSES	PROVIDED PERENNIALS
72,923 SF	146	137	1460	2384	711

- TREES ARE DEFICIENT DUE TO SITE ENCUMBRANCES OF EXISTING AND PROPOSED UTILITIES AND EASEMENTS. DUE TO THE HIGH DENSITY OF UTILITY EASEMENTS. THESE ARE DETUCENT DUE OF SITE ENCORPORACES OF EAST INTO AND PROPOSED UTILITIES AND ASSERTERS IS DUE TO THE THAT SHE PROPOSED WHERE REASONABLY POSSED WITH THE PROPOSED WHERE THE PROPOS
- SEVEN (7) EVERGREEN TREES HAVE BEEN PROVIDED IN THE SOUTHWEST CORNER TO ADEQUATELY BUFFER THE PARKING LOT IN LIEU OF STREET TREES, PROVIDING
- SEVEN (I) EVENUE COVERAGE.

 ALL GRASSES COUNTED TOWARDS REQUIREMENT ARE 18" MIN. WIDE AT MATURITY, #1 (1 GALLON) PERENNIALS NOT COUNTED TOWARDS SHRUB TOTAL.



A	2	0,	10	15
В	2	2	10	10
С	2	2	10	10
D	2	2	10	10
E	1	0,	5	9
F	1	0*	5	9
G	1	1	5	14
Н	1	0,	5	10
1	1	0'	5	14
J	1	1	5	7
K	2	2	10	10
L	2	2	10	10
	2	2	10	11
N.	1	1	5	6
0	2	2	10	10
P	2	2	10	10
Q .	2	2	10	11
R	2	2	10	16
	2	1'	10	20
S T	1	0'	5	10
U	1	0'	5	9
	_			
V	1	0*	5	7
X	1	1	5	14
Z	2	2	10	12
AA	1	1	5	11
BB	2	0,	10	29
cc	1	0**	10	14
DD	1	1	5	5
EE	1	0,	5	6
FF	1	1	5	9
НН	1	0,	5	7
l .	2	2	10	29
JJ	1	0**	10	14
KK	1	0,	5	15
LL	1	0,	5	11
NN	1	1	5	9
00	1	0*	5	6
QQ	1	1	5	9
RR	1	0,	5	11
SS	1	0,	5	11
TT	1	1	5	7
UU	1	1	5	5
vv	1	1	5	5
ww	1	0*	5	5
XX	1	1	5	6
YY	2	2	10	38
ZZ	1	0**	5	14
AAA	2	2	10	11
BBB	1	1	5	17
CCC	1	0,	5	10
DDD	1	2	5	14
EEE	1	1	5	10
FFF	1	1	5	21
	1	0°		
GGG	1 1	U.	5	7

REQUIRED

SHRUB

EQUIVALENTS EQUIVALENTS

REQUIRED PROVIDED

TREES

TREES

INTERIOR

LANDCAPED

PROVIDED

SHRUB

Kimley Morn

ver. Colorado 80202 (303) 228-2300

1101 Bannock Street Deriver, Colorado 80204 P 303,892,1166

www.norrie-deeign.com

NORRIS DESIGN

NOT FOR CONSTRUCTION

LANDSCAPE NOTES ISSUE DATE: 12-21-22 SHEET 08 OF 28

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.

PLANT SCHEDULE

DECIDUOUS TREES AS FI. CA 9E CA 9F CE OC GI. SHI GY DI KO PA QU MA QU MU QU RP TI RE	BOTANICAL NAME AESCULUS FLAVIS CARPINAS BETULUS FASTIGIATA CARPINAS BETULUS FASTIGIATA CARPINAS BETULUS FRANSFONTAINE CARPINAS BETULUS FRANSFONTAINE CERTIS ACCIDENTALIS CECTIS ACCIDENTALIS CONTROL TRANSFORMATION CONTROL TRANSFO	COMMON NAME PELLOW BUCKET PITAMIDAL EUROPEAN HORNBEAN PITAMISTAL EUROPEAN HORNBEAN PITAMISTAL EUROPEAN COMMON HACKEERRY SHADEMASTER LOGUST KENTLUCKY COPFEETREE GOLDBYRAIN TREE BOHNAMISTAL EUROPEAN EUROPEAN	ROOT B&B B&B B&B B&B B&B B&B B&B B&B B&B B&	SIZE 2'CAL 2'CAL 2'CAL 2'CAL 2'CAL 2'CAL 2'CAL 2'CAL 2'CAL 2'CAL 2'CAL 2'CAL 2'CAL	QTY 4 2 16 8 8 9 6 9 5 4 15 2
EVERGREEN TREES JU SP PI IS PI HE PI PO	BOTANCAL NAME JUNIPERUS CHINENSIS SPARTAN PICEA PUNCENS ISSELI FASTIGIATE PINUS HELDREICHI PINUS PONDEROSA	COMMON NAME SPARTAN JUNIPER FASTIGIATE SPRUCE BOSNIAN PINE PONDEROSA PINE	ROOT B & B B & B B & B B & B	SIZE 6" HEIGHT 6" HEIGHT 6" HEIGHT 6" HEIGHT	QTY 18 9 4 7
ORNAMENTAL TREES AC HW CE CA CR VI MA WS MA SS	BOTANCAL NAME ACER TATARICUM HOT WINGS CERGIS CANADENISIS CRATAEGUS VIRIDIS WINTER KING MALUS SARGENTII 'TIMA' MALUS X SPRING SNOW	COMMON NAME HOT WINGS TATARIAN MAPLE EASTERN REDBUD WINTER KING HAWTHORN WHITE SARGENT TINA CRABAPPLE SPRING SNOW CRAB APPLE	ROOT B&B B&B B&B B&B B&B	SIZE 1.5°CAL 6° CLUMP 1.5°CAL 6° CLUMP 1.5°CAL	QTY 4 2 6 3 3
DECIDIOUS SHRUBS MAN AN A	BOTMACAL NAME AMELANCHER ANNOLIA AMELANCHER ANNOLIA STADDING OVATON' TM BERGERIS THAMPEGIS HELMOND PILLAR CARYOFIERIS X.O.ANDOREGIS DAMK NIGHT CARYOFIERIS X.O.ANDOREGIS DAMK NIGHT CARYOFIERIS X.O.ANDOREGIS DAMK NIGHT CARYOFIERIS X.O.ANDOREGIS DAMK NIGHT CHYSOTHAMIS NIGHES MALECOSUS CORNUS SERVICE YELEST COTINIS COCCEPTION STADE OF THE CONTROL COCKET OF THE COLOR OF T	COMMON NAME SERVICEBERRY STAMING OVATION SERVICEBERRY STAMING OVATION SERVICEBERRY HAMMON PLIAR MAPANESE BARBERRY DARK KNOETH BLUEBERAD DARK KNOETH BLUEBERAD MARKET BERFORD MORRON TERMING STAMING STAMING MORRON TERMING LENA REPOON MORRON TERMING MORRON	ROOT CONT. C	SI药结构物的特殊的物物的物物的物物的物物的物物的物物的物物的物物的物物的物物的物物的物物的物物	QTY 18 90 61 8 43 11 22 7 34 43 13 3 4 31 3 15 15 11 25 28 10 10 10 10 10 10 10 10 10 10 10 10 10
EVERGREEN SHRUBS ARCO ARCO BX GS BX	BOT MACIAL NAME. RECTOST PARTICIS X COLORADOENISIS BUJUS X GENCOPE BUJUS X GENCOPE COTONEASTER APICULATUS ECUNMANS ESTRING BUJUS X TERES ECUNMANS ESTRING BUJUS Y IM ESSPERAJOE PARVILLORE GRAND CALETY TM JUST PARVILLORE CALESTY CAPPET TM JUST PARVILLORE CONTROLLER PPARCASTHA MONICOT VILICA FLAMENTOSA COLOR GUARDY VILICA FLAMENTOSA VILICA FLAMEN	COMPANT NAME WOO'N EERREPHEY MANIZANITA OHACAGO JANO GREEN BOXWOOD GRAMBERRY COTONEASTER BOWNY ELONOMINUS BEEN YOU'CAETY ELONYMUS EER YOU'CAETY ELONYMUS CALGARY CARPET LUMBER SCAMBA JUNIFIER SCAMBA JUNIFIER SCAMBA JUNIFIER LOWBOY'S GARLE ET RECHYON HOW BOYNY SCARLE ET RECHYON HORALD SPEEDLE TO SEED ON THE LOWBOY SCARLE ET RECHYON HORALD SPEEDLE SCOUGH GUARA DAMS NEEDLE	ROOT CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT.	S新新新新新新新新新新新新新新新新新	QTY 7 41 33 5 10 6 27 14 100 18 11 53 18 47 9

ORNAMENTAL GRA: AN WI BO BA CA KF HK MC HE SE MI AD PA SH PE HA SC ST SP HE	SSES BOTANICAL HAME AUROPOGOSTICERARDII "INNOMAL/EF AUROPOGOSTICERARDII "INNOMAL/EF AUROPOGOSTICERARDII "INNOMAL/EF AUROPOGOSTICERARDII "INNOMAL/EF AUROPOGOSTIS A AUDITEORI "FORM FOR FORERE HAKONECHLOA MACRA HELICTOTICHON SEMPETURENS MISCANTINIS SINENISIS ADAGIO HEROMETRIA AUFOCENCIBES HAMELN SCHIZACHYRIUM SCOPARIUM STANDING OVATION SPORGBOLUS HELTROLEPIS "HAMELN SCHIZACHYRIUM SCOPARIUM STANDING OVATION SPORGBOLUS HELTROLEPIS	KARL FOERSTER FEATHER REED GRASS JAPANESE FOREST GRASS BLUE OAT GRASS COMPACT MAIDEN GRASS SWITCH GRASS	ROOT CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT.	SIZE #1 #1 #1 #1 #1 #1 #1	03 13 15 17 32 8 3 61 75
PERENNIALS ACATIP ACATIP ACAMP AS MIN AS MIN CO MO CO MO EC PU EC	BOTANICA LIMME ZOTHLE MULTERALIM AGASTACHE RUPESTRIS YAPACHE SUNSET ASTER X FERRARTII MONCH CENTRANTHUS RUBER CENTRANTHUS RUBER GALUM GOORATUM HELOCHERA PURPURPA GALUM GOORATUM HELOCHERA X BLACKBERRY ICE HOSTA X HOVYLS STANDARD HIS X GEFRANICA FULL TIDE LONICERA X HELOROTTII NEFET X WALKERS LOW PHOX SUBJULATA RUBERCHA FULGBIA GOLDSTRUM SALMA X SYLVESTRIS MAY NIGHT VERCARCH RUGBIA GOLDSTRUM SALMA X SYLVESTRIS MAY NIGHT VERCARCH RUBERGES SERVIN SERVEN SERVEN SERVIN SERVEN SER	COMMON NAME COMMON YARROW ARACHE SUNSET THEADLEAF HYSSOP MONCH FIRMANTS ASTER RED VALERMAN ESED PURPLE CONFELOWER SWEET WOODRUFF BLACHERSPY LEC CORAL BELLS ROYAL STANDARD PLATTAIN LLY FULL TIDE GEFMAN IRIS GOLDFLAME HONEYSUCKLE WALKERS LOY CATMINT SPEEPING PHILOY. WHITE BLACKER STED SUSAN MAY YILGHT SALVIA MEN SALVIA MAY YILGHT SALVIA MAY BURT SALVIA M	ROOT CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT. CONT.	S新生物的 医生物	Q 774 66 25 36 16 44 66 28 18 3 3 65 5 5 8 11 20 20 3 3

SITE AMENITY SCHEDULE



DESCRIPTION: BENCH MANUFACTURER: LANDSCAPE FORMS (OR APPROVED EQUAL) MODEL: FGP COLOR / FINISH: TBD NOTES: SURFACE MOUNT PER MANUFACTURER'S SPECIFICATIONS



DESCRIPTION: LITTER RECEPTACLE MANUFACTURER: LANDSCAPE MANUFACTURER LANDSCAPE
FORMS (OR APPROVED EQUAL)
MODEL: FGP
COLOR / FINISH: TBD
NOTES: SURFACE MOUNT PER
MANUFACTURERS
SPECIFICATIONS



DESCRIPTION BIKE RACK
MANUFACTURER LANDSCAPE
FORMS (OR APPROVED EQUAL)
MODEL BOLA BIKE RACK
COLOR, FINISH TED
NOTES: SURFACE MOUNT PER
MANUFACTURER'S
SPECIFICATIONS



DESCRIPTION: PLANTER MANUFACTURER: KORNEGAY DESIGN (OR APPROVED EQUAL) MODEL: QUARTZ COLOR / FINISH: TBD NOTES: INSTALL PER MANUFACTURER'S SPECIFICATIONS



DESCRIPTION: PET PICK-UP STATION STATION
MANUFACTURER: PET PICKUPS (OR APPROVED EQUAL)
MODEL: MODERN DOG KIT
COLOR / FINISH: BLACK
NOTES: SURFACE MOUNT PER
MANUFACTURER'S
PETCETIC STATES SPECIFICATIONS



DESCRIPTION FIRE FEATURE
MANUFACTURER PALOFORM (OR
APPROVED EQUIA)
MODEL 72 FOLD
COLOR (FIRSH TED
NOTES INSTALLER
MANUFACTURER'S
SPECIFICATIONS

ITEM	DESCRIPTION	MANUFACTURER	SIZE/DIMENSIONS	PRODUCT NAME	NOTES
	STANDARD GRAY CONCRETE	N/A	RE: HARDSCAPE PLANS FOR AREA	N/A	INSTALL PER MANUFACTURER'S SPECIFICATIONS, RE: HARDSCAPE PLANS FOR LOCATION
	ENHANCED PAVING A	TBD	RE: HARDSCAPE PLANS FOR AREA	COLOR / FINISH TBD	INSTALL PER MANUFACTURER'S SPECIFICATIONS, RE: HARDSCAPE PLANS FOR LOCATION
	ENHANCED PAVING B	TBD	RE: HARDSCAPE PLANS FOR AREA	COLOR / FINISH TBD	INSTALL PER MANUFACTURER'S SPECIFICATIONS, RE: HARDSCAPE PLANS FOR LOCATION
	TURF LAWN	RE: LANDSCAPE NOTES	RE: HARDSCAPE PLANS FOR AREA	RE: LANDSCAPE NOTES	INSTALL PER LANDSCAPE NOTES, RE: LANDSCAPE PLANS FOR LOCATION
	SHRUB BED	PIONEER SAND CONTACT: 866,600,0652 (OR APPROVED EQUAL)	RE: HARDSCAPE PLANS FOR AREA	PIONEER BLUE 1-1/2" REF TO PLANS FOR AREA	INSTALL PER MANUFACTURER'S SPECIFICATIONS, RE: PLANS FOR LOCATION
	CRUSHER FINES	PIONEER SAND CONTACT: 866.600.0652 (OR APPROVED EQUAL)	RE: HARDSCAPE PLANS FOR AREA	TBD	INSTALL PER MANUFACTURER'S SPECIFICATIONS, RE: PLANS FOR LOCATION
	FENCE	AMERISTAR FENCE CONTACT: 888.333.3422 (OR APPROVED EQUAL)	REFER TO PLANS FOR LAYOUT & LOCATION, HEIGHT TBD	FENCE STYLE TBD	INSTALL PER MANUFACTURER'S SPECIFICATIONS, RE: PLANS FOR LOCATION
	GLASS POOL FENCE	AQUAVIEW POOL FENCING CONTACT: 877.229.7034 (OR APPROVED EQUAL)	REFER TO PLANS FOR LAYOUT & LOCATION, HEIGHT TO BE 60" MINIMUM	FENCE STYLE TBD	INSTALL PER MANUFACTURER'S SPECIFICATIONS, RE: PLANS FOR LOCATION



1101 Bannock Street Denver, Colorado 80204 P 303.892.1166

www.nonte-deeign.com

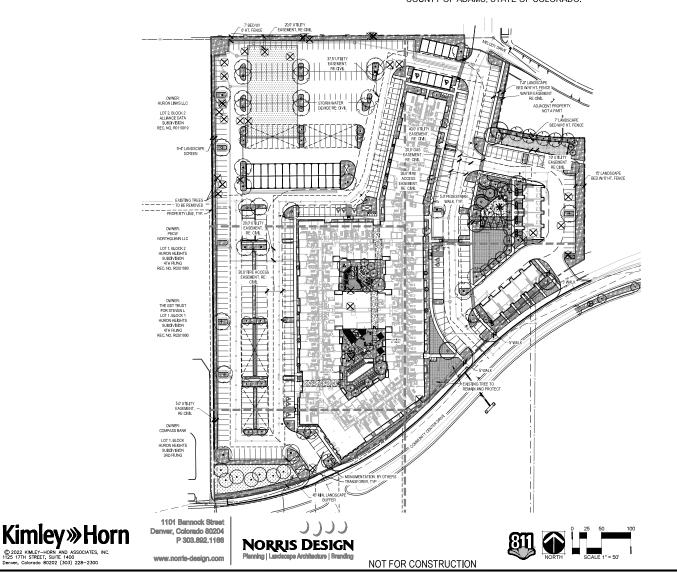


NOT FOR CONSTRUCTION

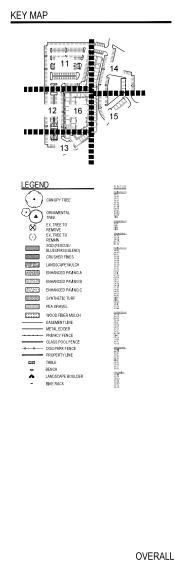
AMENITY SCHEDULE ISSUE DATE: 12-21-22 SHEET 09 OF 28

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.



© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 1125 17TH STREET, SUITE 1400 Denver, Colorado 80202 (303) 228-2300



ISSUE DATE: 12-21-22

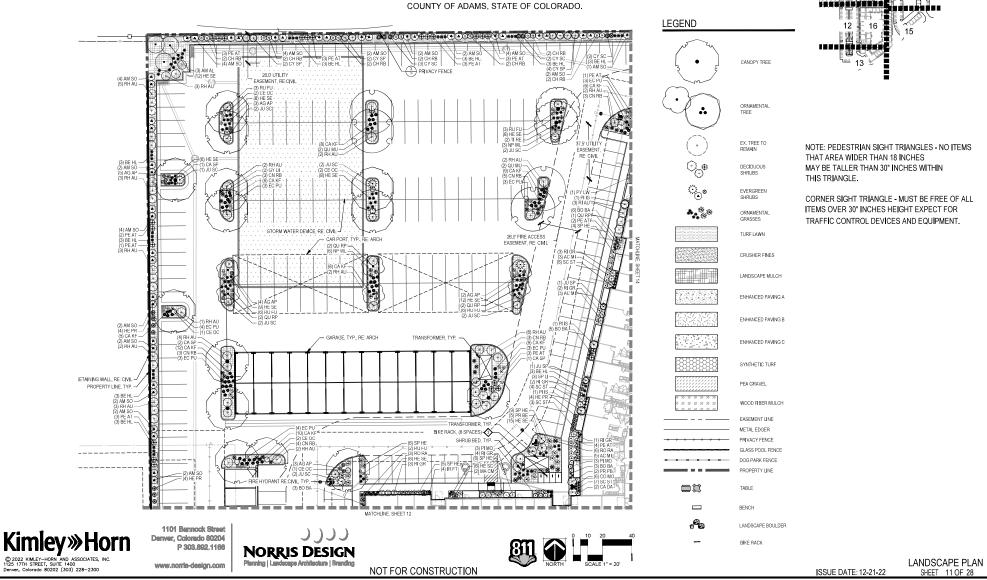
LANDSCAPE

SHEET 10 OF 28

KEY MAP

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

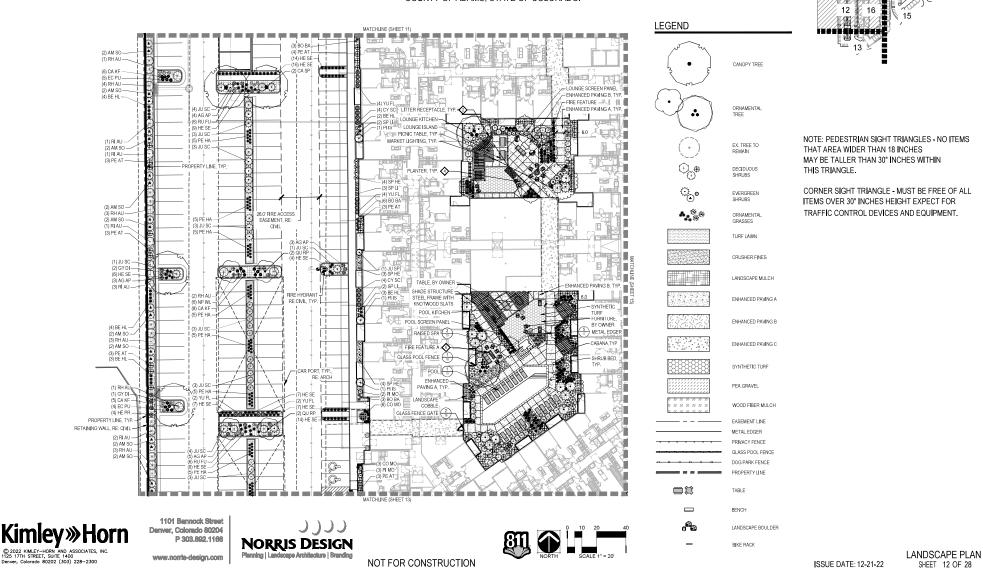
LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065,



KEY MAP

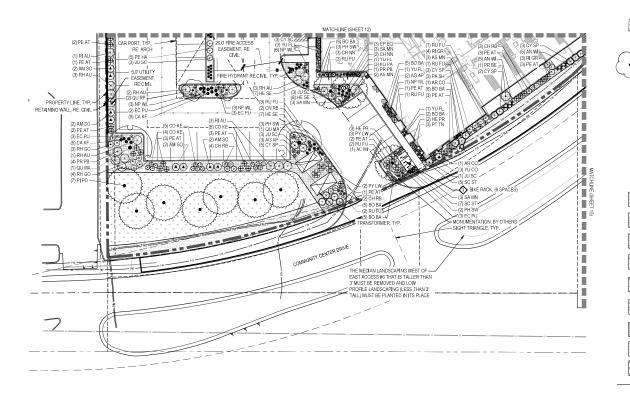
505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

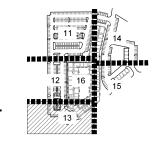
LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.



505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.





KEY MAP

NOTE: PEDESTRIAN SIGHT TRIANGLES - NO ITEMS THAT AREA WIDER THAN 18 INCHES MAY BE TALLER THAN 30" INCHES WITHIN THIS TRIANGLE.

CORNER SIGHT TRIANGLE - MUST BE FREE OF ALL ITEMS OVER 30" INCHES HEIGHT EXPECT FOR TRAFFIC CONTROL DEVICES AND EQUIPMENT.

1101 Bennock Street
Deriver, Colorado 80204
P 303.892,1188

Kimley Whorn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC 1125 17TH STREET, SUITE 1400 Denver, Colorado 80202 (303) 228-2300

www.norrie-deeign.com Plenning

NORRIS DESIGN
Planning | Landscape Architecture | Branding

811 NORTH SCALE 1" = 20"

DUSS PROUF EINCE
PROPERTY LINE

TABLE

BENCH

LANDSCAPE BOULDER

BIKE RACK

LEGEND

CANOPY TREE

ORNAMENTAL

EX. TREE TO

DECIDUOUS SHRUBS

EVERGREEN

ORNAMENTAL GRASSES TURF LAWN CRUSHER FINES

LANDSCAPE MULCH

ENHANCED PAVING A

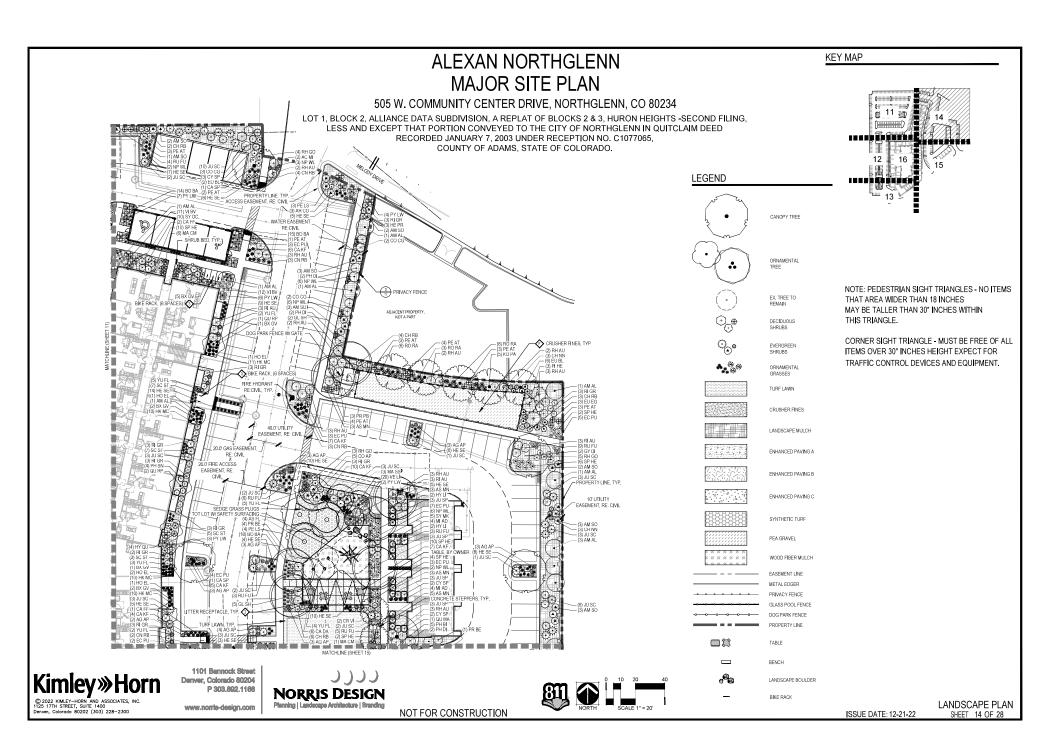
ENHANCED PAVING B

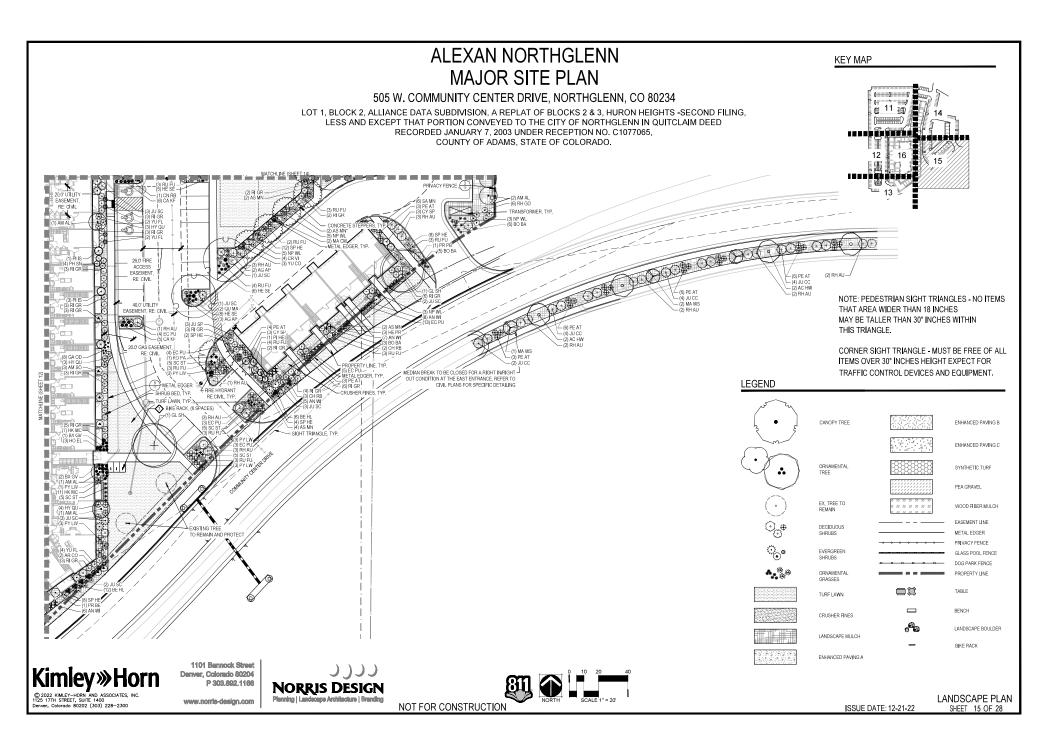
ENHANCED PAVING C
SYNTHETIC TURF
PEA GRAVEL
WOOD FIBER MULCH
EASEMENT LINE
METAL FLIGER

LANDSCAPE PLAN SHEET 13 OF 28

ISSUE DATE: 12-21-22

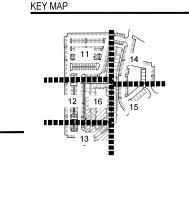
NOT FOR CONSTRUCTION

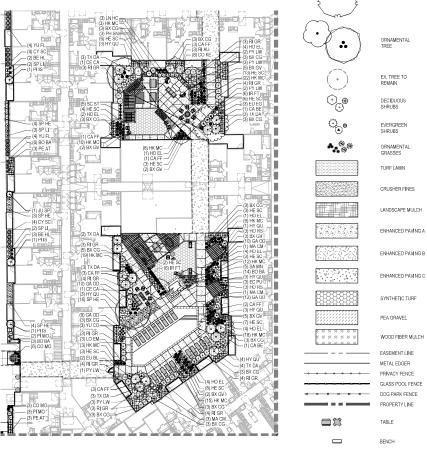




505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.





LEGEND

ORNAMENTAL TURF LAWN

LANDSCAPE MULCH

SYNTHETIC TURF PEA GRAVEI WOOD FIBER MULCH

METAL EDGER

TABLE

BENCH

BIKE RACK

LANDSCAPE BOULDER

Kimley »Horn © 2022 KIMLEY-HORN AND ASSOCIATES, INC. 1125 17TH STREET, SUITE 1400 Denver, Colorado 80202 (303) 228-2300

1101 Bennock Street Denver, Colorado 80204 P 303.892.1188

www.norrie-deeign.com

7))) **NORRIS DESIGN**

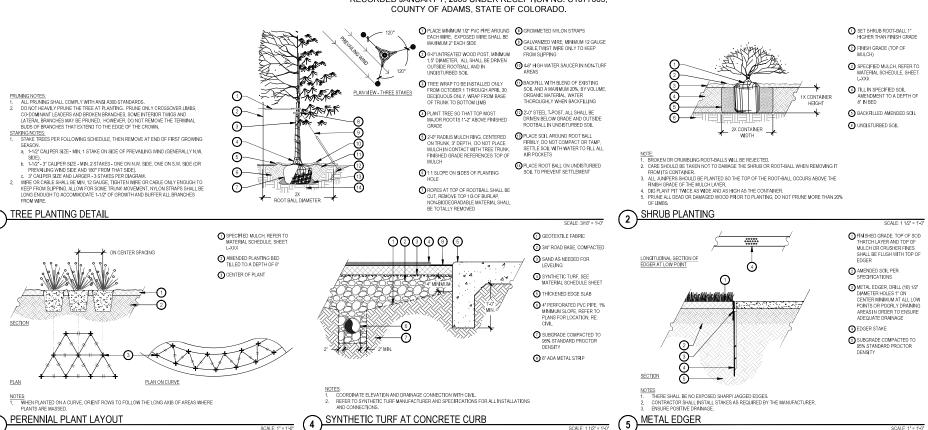


LANDSCAPE PLAN ENLARGEMENT ISSUE DATE: 12-21-22 SHEET 16 OF 28

NOT FOR CONSTRUCTION

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065,





1101 Bennock Street Denver, Colorado 80204 P 303.892.1166

www.norrie-deeign.com



NOT FOR CONSTRUCTION

ISSUE DATE: 12-21-22

DETAILS SHEET 17 OF 28

SCALE: 1" = 1'+0"

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.

> SHOP DRAWINGS FOR APPROVAL.

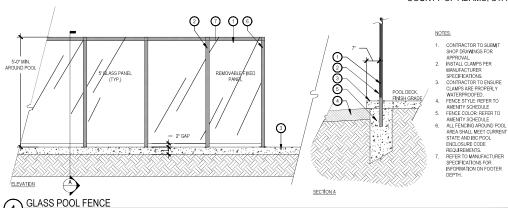
CLAMPS ARE PROPERLY

AMENITY SCHEDULE

STATE AND IBC POOL ENCLOSURE CODE

REQUIREMENTS.

MANUFACTURER SPECIFICATIONS.



1/4" or 3/8" TEMPERED GLASS, CLEAR, SIZES VARY, 5' HT. MIN PANELS TO BE USED RE MATERIAL SCHEDULE, SHEET

2 AQUAVIEW GLASS POOL FENCING SYSTEM WITH ALUMINUM FRAME ON SIDES OF GLASS AND TOP RAILING, EMBEDDED MOUNT, PER MANUFACTURES SPECIFICATIONS, RE: MATERIAL SCHEDULE SHEET L-001

ADJACENT PAVING; RE: HARDSCAPE PLANS

 ADJACENT LANDSCAPE, RE: LANDSCAPE PLANS AREA SHALL MEET CURRENT

> TOOTER, PER STRUCTURAL MANUFACTURER'S SPECIFICATIONS

6 POLE TO BE SURFACED MOUNTED. GLASS FENCE PANEL TO BE REMOVABLE.

(7) TOP RAILING

① 2 HEIGH 5' GLASS PANEL (4)

(1) GATE POST TYP.

 GLASS FENCE GATE, REFER
 TO MATERIAL SCHEDULE SHEET L-001: ALL GATES SHALL BE SELF CLOSING WITH GATE LOCK TO BE APPROVED BY OWNER PROVIDE PANIC HARDWARE ON PUSH SIDE OF GATE FOR EGRESS. SPRING HINGES. ACCESS CONTROL LEVER HANDLE ON PULL SIDE

3 GLASS FENCE, REFER TO DETAIL (4) FINISH GRADE

G GATE TO BE ACCESS CONTROLLED

REFER TO MANUFACTURERS FENCE SPECIFICATIONS
FOR INFORMATION ON FOOTER DEPTH.

GLASS FENCE GATE

NOTES:

TREES TO BE PROTECTED AND PRESERVED SHALL BE IDENTIFIED ON THE TRUNK WITH WHITE SURVEY TAPE.
GROUPING OF MORE THAN ONE TREE MAY OCCUR.

TO PREVENT ROOT BOOT BROTHERING, SOUL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE

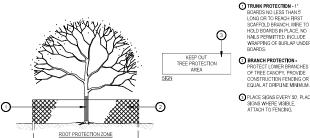
PLACED OR STORED WITHIN THE DRIP LINE OR WITHIN 15 FEET OF A TREE TRUNK, WHICHEVER IS GREATER. FENCING MATERIAL BLALL BEST AT ITHE DRIP LINE OF 15 FEET FROM TREE TRUNK, WHICHEVER IS GREATER, AND MAINTAINED IN AN UPRIGHT POSITION THROUGHOUTHE DURATION OF CONSTRUCTION ACTIVITIES.

FENCING MATERIAL SHALL BE BRIGHT, CONTRASTING COLOR, DURABLE, AND A MINIMUM OF FOUR FEET IN HEIGHT.

FERRIUM MATERIAL SHALL BE BRIGHT, COUNTAST INS COLOR, DOKABLE, AND A MINIMUM OF FOUR FEET IN FEIGHT. THEER PROTES SHALL NOT BE CUT INLESS CUTTING IS UNANYIDABLE, AND A MINIMUM OF FOUR FEED THE OR SMASHING, WHEN ROOT CUTTS BYOULD BE MADE BACK TO A LATERAL ROOT. ROOTS SHALL BE CUT NO MORE THAN 18 OF THE RADIUS ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. ROOTS SHALL BE CUT NO MORE THAN 18 OF THE RADIUS ROUT LOS POLÍTICOS DE MANDES DE LA SERIER ROUT SE NOUS SARGE EUT EN ROUTE DE MANDES INVENTAGE DE LA SERIER ROUTE DE MANDES INVENTAGE DE LA SERIER ROUTE DE MANDES INVENTAGE DE LA SERIER DE LA SERIER DE MANDES DE MANDE

MOIST, WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR. WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHAPP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTIS SHOLLD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSERLE ROOTS SHOULD BE CUT BETWEEN LOTTER FALL, AND BUD OPENING, DURING DORMANCY PERIOD. EXPOSED ROOTS SHALL BE COVERED MINEDIATELY TO

PREVENT DEPROPAGE OF THE PROPERTY OF THE PROPE WHEN CONSTRUCTED PRIOR TO GRADE CHANGE.



EXTENDS FROM DRIPLINE TO DRIPLINE

3 BRANCH PROTECTION -PROTECT LOWER BRANCHES OF TREE CANOPY PROVIDE CONSTRUCTION FENCING OF

(3) PLACE SIGNS EVERY 50', PLACE SIGNS WHERE VISIBLE, ATTACH TO FENCING.

TREE PROTECTION

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



1101 Bennock Street Denver, Colorado 80204 P 303.892.1166

www.norrie-deeign.com

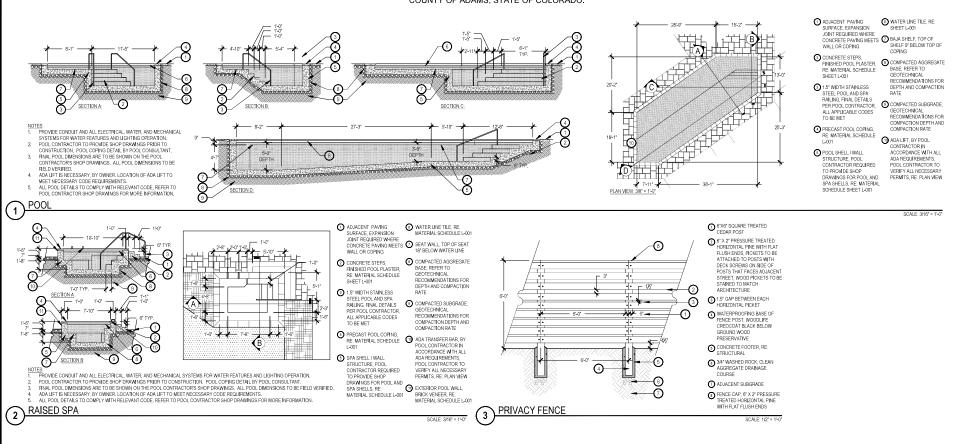


NOT FOR CONSTRUCTION

DETAILS ISSUE DATE: 12-21-22 SHEET 18 OF 28

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.





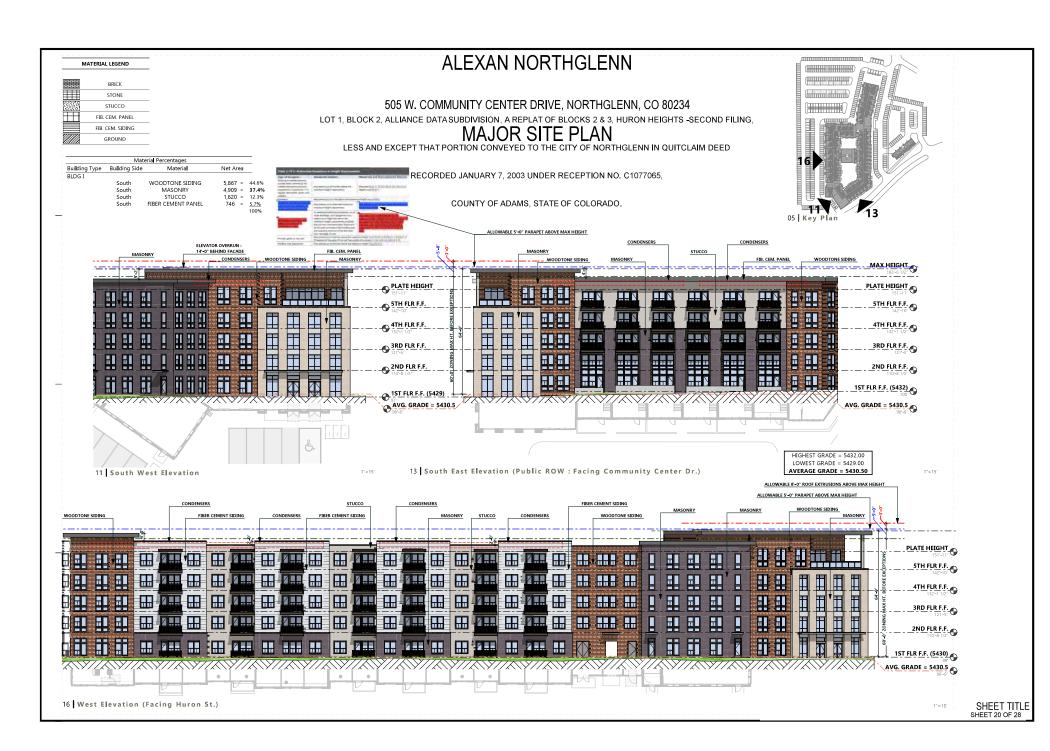
1101 Bennock Street Deriver, Colorado 80204 P 303,892,1166

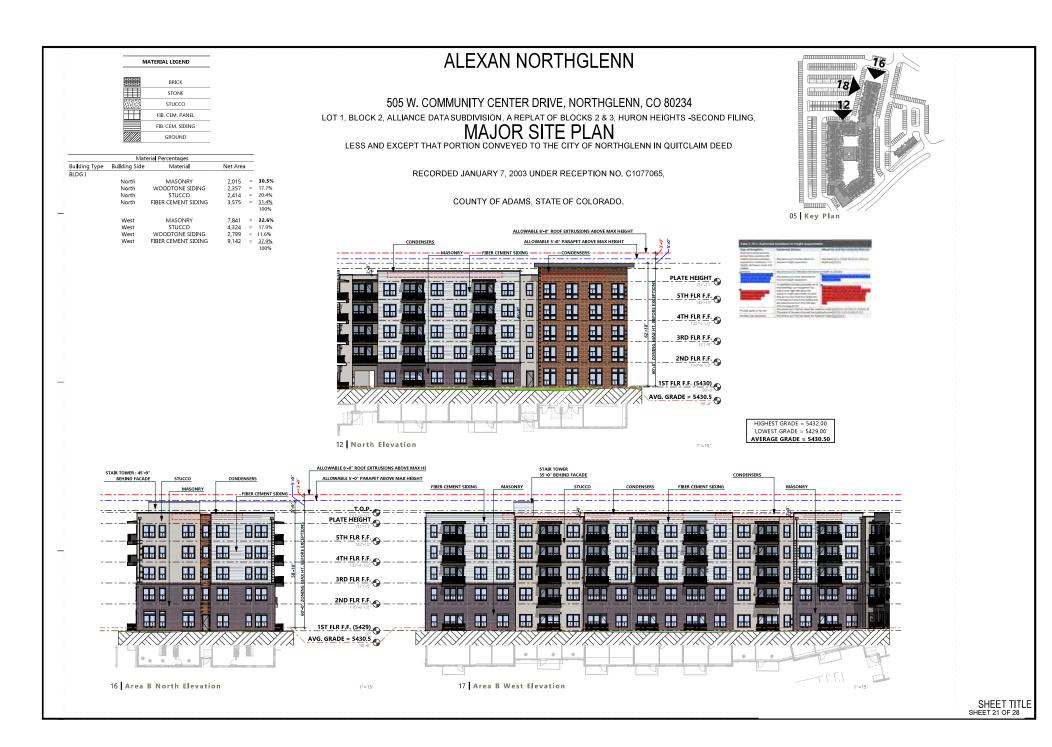
www.norrie-deeign.com

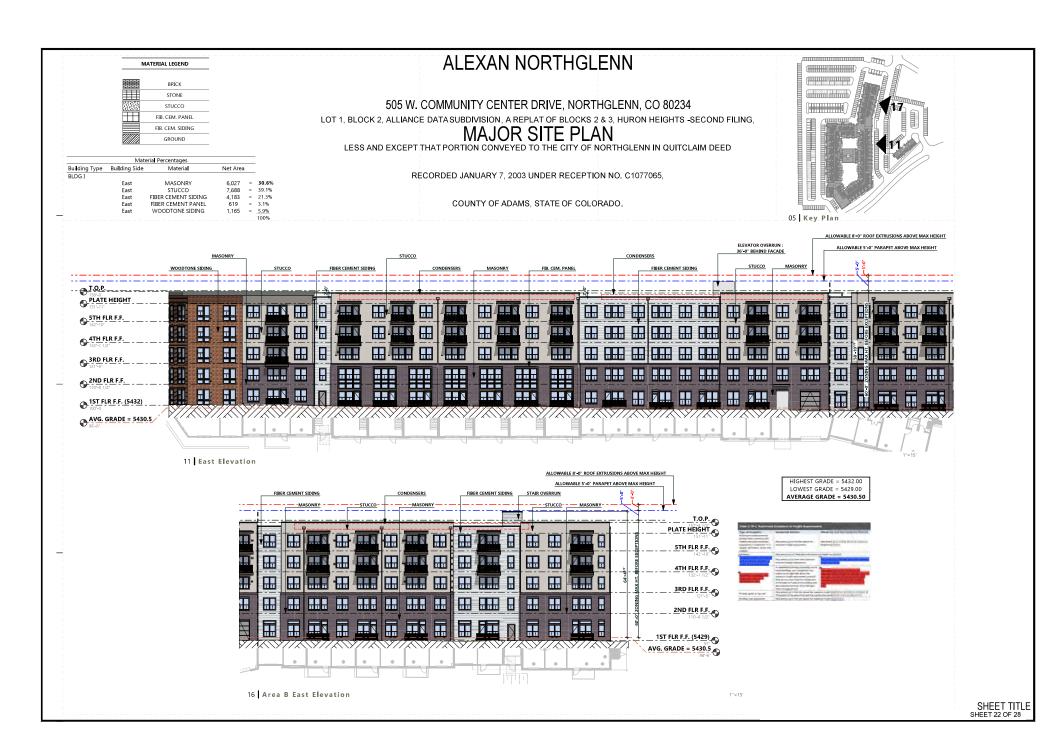


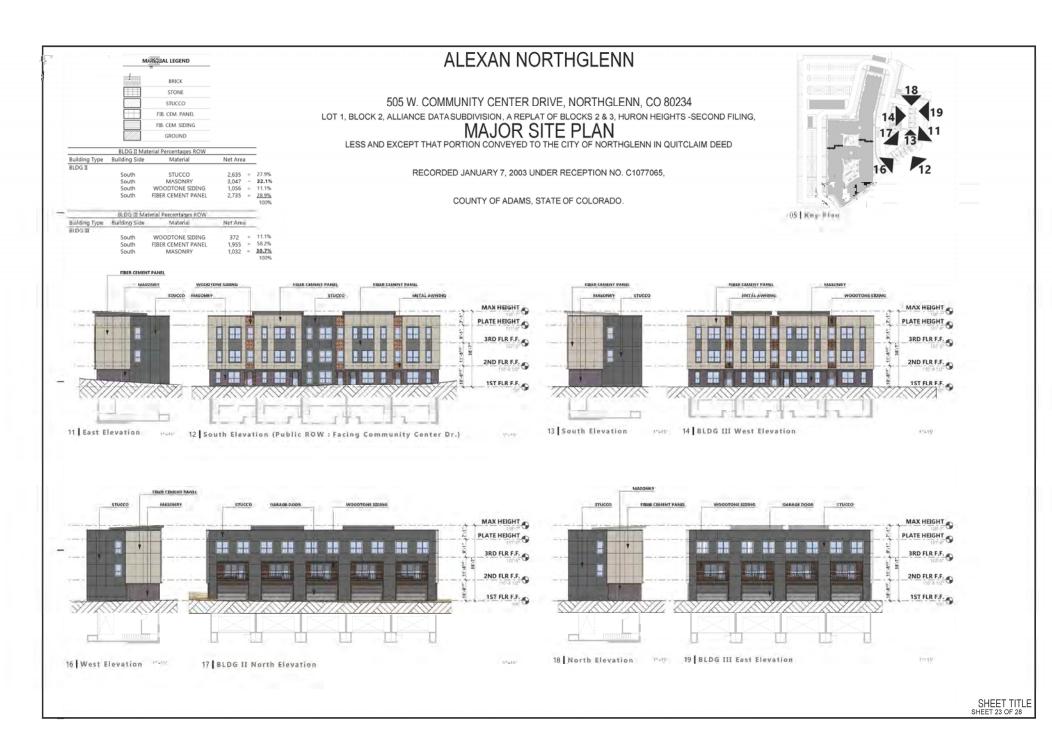
NOT FOR CONSTRUCTION

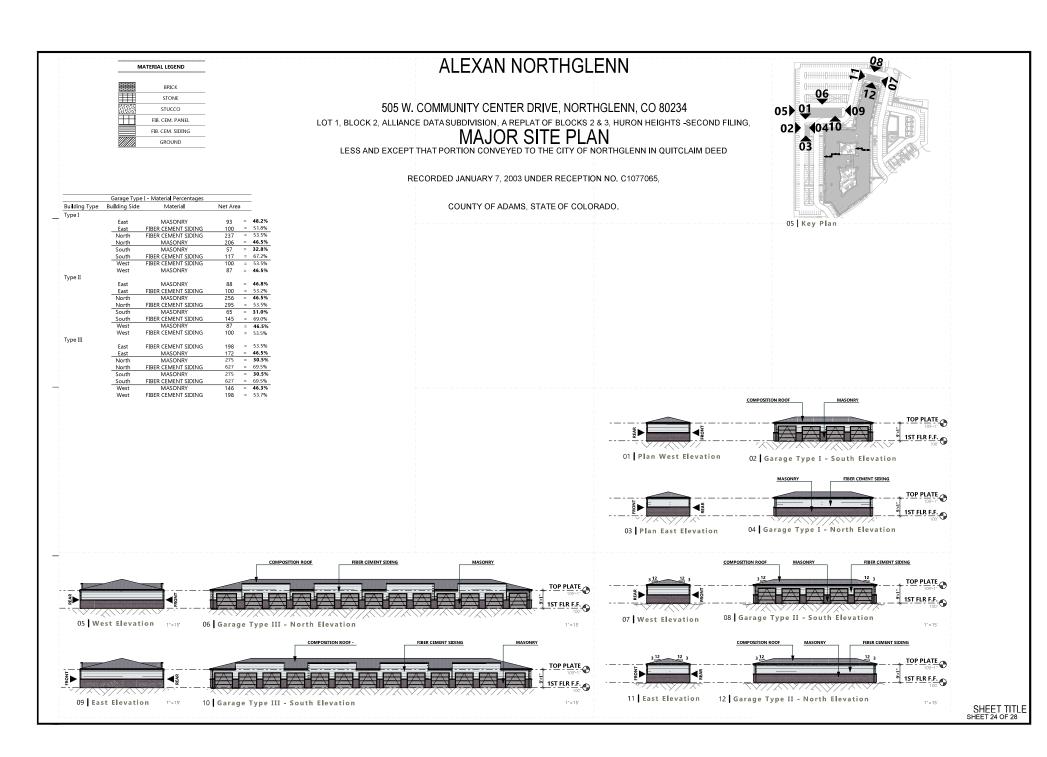
ISSUE DATE: 12-21-22 SHEET 19 OF 28





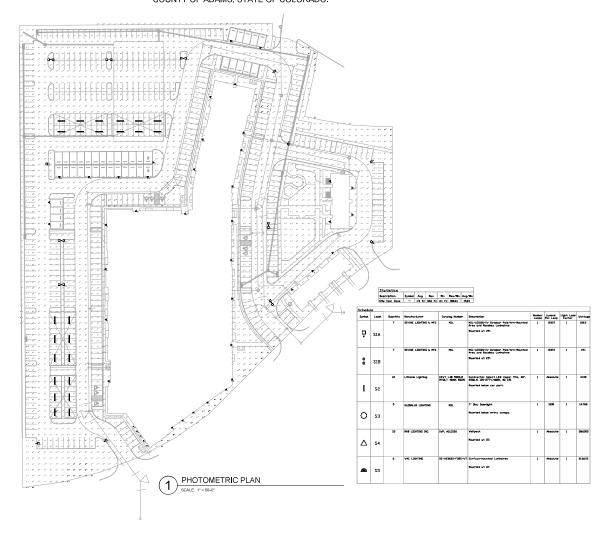






505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.



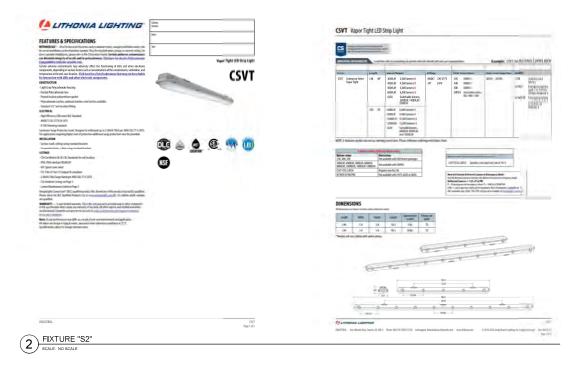
Kimley» Horn
© 2022 KMLEY-HON AND ASSOCIATES, INC.
1729 1714 STREET, SINCE 1400
Dervey, Colorodo 80202 (303) 228–2300

PHOTOMETRIC PLAN SHEET 25 OF 28

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.





Kimley» Horn
© 2022 KIMLEY - HORN AND ASSOCIATES, INC.
1723 1714 STREET, SIZE 1400
Dehver, Colorode 80202 (203) 228-2300

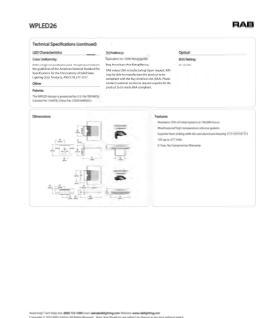
LIGHTING SPECIFICATIONS SHEET 26 OF 28

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.







1 FIXTURE "S3"

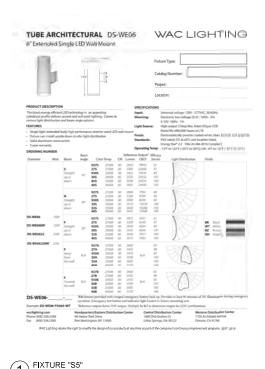




LIGHTING SPECIFICATIONS SHEET 27 OF 28

505 W. COMMUNITY CENTER DRIVE, NORTHGLENN, CO 80234

LOT 1, BLOCK 2, ALLIANCE DATA SUBDIVISION, A REPLAT OF BLOCKS 2 & 3, HURON HEIGHTS -SECOND FILING, LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF NORTHGLENN IN QUITCLAIM DEED RECORDED JANUARY 7, 2003 UNDER RECEPTION NO. C1077065, COUNTY OF ADAMS, STATE OF COLORADO.





LIGHTING SPECIFICATIONS SHEET 28 OF 28

Exhibit C

Description of Public Improvements

Public Improvements include the following:

- Installation of 2,200 LF of 8" water main from eastern end of site in Community Center drive to existing water main at the west side of the project.
- Installation of Fire Hydrant Assemblies (9 total) and associated 6" ductile iron pipe.
- Installation of median curb, gutter, concrete, and landscaping at the existing median in Community Center Drive consistent with the Construction Documents dated 2022-1104.

EXHIBIT D



Kimley-Horn and Associates, Inc.

Opinion of Probable Construction Cost

Client:	Maple Multi Family Land TX, LP	Date:	3/14/2023
Project:	Alexan Northglenn / 505 W. Community Center Drive	Prepared By:	WJR
KHA No.	: 096253025	Checked By:	CPG

Public Improvements	Sheet: 1 of 1

This OPC is not intended for basing financial decisions, or securing funding. Review all notes and assumptions. Since Kimley-Horn and Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn and Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
	Roadway Improvements - Community Center Drive				
1	Curb and Gutter	397	LF	\$19.04	\$ 7,558.88
2	Median Concrete	2,295	SF	\$6.00	\$ 13,770.00
3	Median Landscaping	2,370	SF	\$5.00	\$ 11,850.00
4	Drive Approach with ADA Ramps	3	EA	\$3,500.00	\$ 10,500.00
5	Signage and Striping	1	ALLOW	\$2,000.00	\$ 2,000.00
6	Demo Existing Curb and Gutter	200	LF	\$6.00	\$ 1,200.00
				Subtotal:	\$ 46,878.88
	Proposed Water Improvements (Public)				
1	8" C-900 PVC Water Main, Installed (bends valves, tees, crosses)	2,142	LF	\$95.00	\$ 203,490.00
2	6" Fire Ductile Iron Laterals	118	LF	\$42.00	\$ 4,956.00
3	Fire Hydrant Assembly	9	EA	\$8,500.00	\$ 76,500.00
				Subtotal:	\$ 284,946.00
		Subtotal			\$ 331,824.88
		Contingen	cy (%,+/-)	10%	\$ 33,182.49
		Project To	otal:		\$ 365,007.37

NOTES:

This OPC has been developed based upon the following:

- 1. Mobilization, General Conditions, Testing, etc., are not included within this OPC.
- 2. Traffic Control shall be provided by the Contractor and is not included within this OPC.

EXHIBIT E LETTER OF CREDIT FORM

BANK LETTERHEAD NAME OF INSTITUTION ADDRESS CITY, STATE, ZIP **SAMPLE**

ADDRESS CITY, STATE, ZIP	
DATE	
=	IRREVOCABLE STANDBY LETTER OF CREDIT
BENEFICIARY:	PERMITTEE:
CITY OF NORTHO 11701 COMMUNIT NORTHGLENN, C	ΓY CENTER DRIVE
LETTER OF CRED	DIT 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.
	NK'S INTERNATIONAL BANKING COUNTERS LOCATED AT DICATED ABOVE.
AMOUNT:	\$ <u>AMOUNT</u> U.S. DOLLARS
	TE THIS IRREVOCABLE STANDBY LETTER OF CREDIT AVAILABLE DRAFT(S) DRAWN AT SIGHT ON <u>NAME OF INSTITUTION</u> AND

1. THIS ORIGINAL LETTER OF CREDIT.

ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

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 <u>PERMITTEE</u> HAS FAILED TO COMPLY WITH A CONDITION UPON WHICH THE CERTIFICATE OF OCCUPANCY WAS ISSUED BY THE CITY OF NORTHGLENN TO THE PERMITTEE FOR THE FOLLOWING PROPERTY:

SPECIAL CONDITIONS:

PARTIAL DRAWING IS PERMITTED.

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

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

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

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

NAME OF INSTITUTION
A MEMBER OF THE FEDERAL RESERVE SYSTEM

STANDBY LETTERS OF CREDIT