PLANNING & DEVELOPMENT MEMORANDUM #44-2023

Sept. 11, 2023 DATE:

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH:

Heather Geyer, City Manager Jason Loveland, Interim Deputy City Manager 2

Brook Svoboda, Director of Planning & Development FROM:

Ashley McFarland, Planner II

SUBJECT: CR-119 - Headwaters Northglenn Independent Living Subdivision Amendment No. 1

Final Plat & Subdivision Improvement Agreement

PURPOSE

To consider CR-119, a resolution approving the Headwaters Northglenn Independent Living Subdivision Amendment No. 1 Final Plat and associated Subdivision Improvement Agreement (SIA).

BACKGROUND

This Final Plat and associated SIA is for public infrastructure improvements required to serve the proposed Headwaters Independent Living Facility at 10691 Melody Drive. Also, part of the application package is a Major Site Plan, which is not being presented to City Council. Final approval of the major site plan, as outlined in the City's Unified Development Ordinance (UDO), is by the Planning Commission. Final Plats are required to be forwarded to Council when public infrastructure is required as part of the development. The Planning Commission voted unanimously to approve the major site plan, subject to the approval of the Final Plat by City Council. Additionally, the Commission voted unanimously to recommend approval of the Final Plat to City Council. The Planning Commission's resolutions approving the major site plan and recommending approval of the Final Plat are included as Attachment 1 to this memorandum. Additionally, a copy of the Planning Commission staff report, which includes a complete analysis of the Final Plat, is included as Attachment 2 for reference.

The Final Plat is a replat of the existing Lot 2 and Lot 3, Block 1 of the Headwaters Northglenn Independent Living Subdivision. The plat is required to combine the two existing lots into one lot to accommodate the proposed development. The plat is only intended to establish property boundaries, however, the proposed development on the property would accommodate a new 172-unit multifamily independent living facility on the site.

The proposed replat includes the combined total acreage of 4.53 acres. The plat is intended to memorialize final lot lines; property measures; all easements, including utility and access easements; and public infrastructure improvements in the form of a water main and drainage detention improvements. In accordance with Section 11-5-6 of the UDO, Guarantee of Public Improvements, when public infrastructure is required to be constructed as part of a Final Plat, a subdivision improvement agreement is required to be approved by City Council.

Staff has reviewed the proposed Headwaters Northglenn Independent Living Subdivision Amendment No. 1 Final Plat for compatibility with the subdivision design standards outlined in Article 5 of the UDO. Staff provided a thorough analysis of the criteria in the staff report on pages 6 and 7 of Attachment 2. Staff finds that the proposed subdivision plat complies with the City's requirements outlined in the UDO for subdivisions as well as all submittal requirements outlined in the Administrative Manual for Final Plat applications. The proposed Final Plat also includes public infrastructure improvements, therefore requiring approval of the SIA from City Council. Section 2 of CR-119 would approve the SIA between the City and HG AA Northglenn, LLC.

CR-119 – Headwaters Northglenn Independent Living Subdivision Amd. No. 1 Final Plat & SIA Sept. 11, 2023 Page 2 of 2

The SIA outlines the responsibility of the developer to install all public infrastructure to the City's standards and specifications. Prior to the City assuming acceptance of those improvements, they would be inspected by the City and assurances would be placed on the improvements should they fail within two years after acceptance.

The project would construct \$301,975 in public improvements, which include 1,695 linear feet of a 10-inch water main, 95 linear feet of a 6-inch fire line, gate valves and four fire hydrant assemblies.

The SIA 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. In summary, the developer would be required to submit civil plans for review by the Public Works Department, along with a performance guarantee (in the form of a Letter of Credit) that covers the public improvements to be installed. Staff would not record the Final Plat until such surety has been provided.

BUDGET/TIME IMPLICATIONS

The result of the subdivision plat does not have any direct budgetary impacts. Municipal Code Section 11-6-6(c)(4)(F)(ii) states the following: "The City shall record the Final Plat with the County Clerk within 30 days of approval, but not before security for public infrastructure or other improvements has been posted pursuant to Section 11-5-6. If security for such improvements is not posted within 30 days following Final Plat approval, the approval shall lapse." The applicant would be required to submit fully executed mylars for recording as well as the security outlined in the Subdivision Improvement Agreement presented to City Council this evening within 30 days of Council's approval, or approval lapses and the applicant would be required to resubmit an application for review and approval.

Although the cost of installation of these improvements would be the responsibility of the developer, once the City accepts the improvements they would become a maintenance responsibility of the City. 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 acceptance or certificates of occupancy can be issued for the development.

STAFF RECOMMENDATION

Staff recommends approval of CR-119.

STAFF REFERENCE

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

ATTACHMENTS

- 1. Planning Commission Resolutions 2023-09 & 2023-11
- 2. Planning Commission Headwaters Major Site Plan Staff Report

CR-119 – Headwaters Northglenn Independent Living Subdivision Amd. No. 1 Final Plat & SIA

RESOLUTION 2023-09 NORTHGLENN PLANNING COMMISSION

A RESOLUTION PROVIDING APPROVAL OF THE HEADWATERS GROUP HEADWATERS INDEPENDENT LIVING FACILITY MAJOR SITE PLAN, LEGALLY DESCRIBED A RESUBDIVISION OF LOT 2, AND LOT 3, BLOCK 1, HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO.

WHEREAS, Northglenn Ordinance 11-6-5(a) requires that the Northglenn Planning Commission review and make final decision on any application for Major Site Plan review; and

WHEREAS, the Northglenn Planning Commission therefore desires to make its final decision on the proposed Major Site Plan application as required by law; and

WHEREAS, the Planning Commission has found that the application satisfies the applicable criteria for site plans under 11-6-5(a)(3)(E)(ii).

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

<u>Section 1.</u> The City of Northglenn Planning Commission hereby approves the proposed Headwaters Independent Living Facility Major Site Plan.

<u>Section 3.</u> The decision of the Northglenn Planning Commission is subject to the following conditions:

- 1. Major Site Plan approval is subject to the City Council's approval of the Subdivision Improvements Agreement.
- 2. Civil, grading, right-of-way, and building construction drawings shall be submitted for review and approved prior to commencing construction.

DATED this 15th day of August, 2023

Sonia Di Carlo

Planning Commission Chair

Rebecca Smith, AICP

Secretary

RESOLUTION 2023-11 NORTHGLENN PLANNING COMMISSION

A RESOLUTION PROVIDING A FAVORABLE RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OF THE HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION AMENDMENT NO. 1 FINAL PLAT.

WHEREAS, Northglenn Ordinance 11-6-6(c) requires that the Northglenn Planning Commission review and make recommendation to Council any application for Final Plat that requires the installation of public infrastructure; and

WHEREAS, the proposed development will include the installation of new public infrastructure, including water mains and drainage improvements.

WHEREAS, to accommodate this development, the City of Northglenn desires to replat the property to accommodate said development; and

WHEREAS, the Northglenn Planning Commission also desires to provide a recommendation to the City Council on the proposed Final Plat application as required by law; and

WHEREAS, the Planning Commission has found that the application satisfies the applicable criteria for final plats under section 11-6-6(c)(4)(E)(iii).

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

- Section 1. The City of Northglenn Planning Commission hereby provides a favorable recommendation to the City Council for the Headwaters Northglenn Independent Living Subdivision Amendment No. 1 Final Plat.
- Section 3. The decision of the Northglenn Planning Commission is subject to the following conditions:
 - 1. Executed mylar copies of Final Plat will be required to be recorded with Adams County prior to issuance of a building permit.
 - 2. No grading, building, or other permits required by the City shall be issued until all of the above conditions have been met.

DATED this 15th day of August, 2023

Sonia Di Ca o Planning Commission Chair

becca Sm th, AICP Secretary



Planning & Development 11701 Community Center Drive Northglenn, CO 80233 P: 303-450-8739 F: 303-450-8708 northglenn.org

PLANNING AND DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: August 15, 2023

TO: Planning Commission

FROM: Ashley McFarland, Planner II

THROUGH: Becky Smith, Planning Manager

Brook Svoboda, Director of Planning and Development

SUBJECT: Case #MSP-2-23 Headwaters Independent Living Facility Major Site Plan & Plat-

1-23 Headwaters Northglenn Independent Living Subdivision Amendment No. 1

(Headwaters Group)

REQUEST

The applicant, Headwaters Group, is seeking a recommendation of approval to City Council of a Final Subdivision Plat, and approval of a Major Site Plan for the development of a 172-unit independent living housing facility on 4.53 acres located at 10691 Melody Drive. The applicant is proposing a standalone 4-story multifamily building, including a clubhouse, outdoor pool, and courtyard.

RECOMMENDATION

Staff Recommendation:

Staff recommends the Planning Commission recommend approval to City Council of a Final Plat for the proposed Headwaters Northglenn Independent Living Subdivision Amendment No. 1, and for final approval of a Major Site Plan for the development of a 172-unit multifamily senior housing residential development. Staff is recommending the following conditions of approval for the Planning Commission's consideration of the Final Plat and Major Site Plan:

- 1. Executed mylar copies of Final Plat will be required to be recorded with Adams County prior to issuance of a building permit.
- 2. No grading, building, or other permits require by the city shall be issued until all of the above conditions have been met.

Recommended Motions:

The following is a recommended motion for the proposed Major Site Plan:

"I move to approve Resolution 2023-09, approving the Major Site Plan for Headwaters Independent Living Facility, subject to the conditions outlined therein."

The following is a recommendation motion for the proposed Final Plat:

"I move to approve Resolution 2023-11, recommending approval to City Council of the Headwaters Northglenn Independent Living Subdivision Amendment No. 1. Final Plat, subject to the conditions outlined therein."

DISCUSSION

Background

Site Data

Location	Property is located on the west side of Melody Drive between Kennedy Drive and West 106 th Avenue.		
Subdivision	A resubdivision of Lot 2, and Lot 3, Block 1, Headwaters Northglenn Independent Living Subdivision located in the west half of Section 10, Township 2 South, Range 68, west of the sixth principal meridian, City of Northglenn, County of Adams, State of Colorado.		
Zoning	CB-2007 approved the rezone of the property from Commercial General/Auto to Multifamily on July 24, 2023. The property is subject to compliance with section 11-2-6 RM-2		
	Multifamily.		
Existing Land Use	The site currently contains a 9,000 sq. ft retail space, 6,249 sq. ft. restaurant space, and 9,000 sq. ft. commercial and retail space, and parking lot area.		
Acreage	4.53 acres.		

Characteristics of the Site (see Attachment A for an Aerial Vicinity Map)

- Three existing retail, commercial, and restaurant buildings and parking lot areas.
- The properties were rezoned from Commercial General and Commercial Auto to Multifamily (RM-2) on July 24, 2023.
- The area to the East has undergone multiple tenant finish changes including combining and subdividing of retail spaces to accommodate incoming needs for the Northglenn Marketplace.
- There is multifamily housing adjacent to the West.

Zoning and Surrounding Land Uses (see Attachment B for a Zoning Map of the Vicinity)
The following table summarizes the zoning and land uses for the properties surrounding this site:

	Zoning	Land Use
North	CG – Commercial General	Commercial and Retail – Wells Fargo Building

South	CA – Commercial Auto	Retail and Restaurant – Northglenn Square
East	CA – Commercial Auto	Retail and Restaurant – Northglenn Marketplace
West	RM-2 - Multifamily	Multifamily – Beacon House Apartments and The Heights on Huron Apartments

Notification Requirements

Notification for this application was conducted in accordance with the requirements of Section 11-6-3(e) Scheduling and Notice of Public Hearings of the UDO. Notice of the public hearing was published in the Northglenn-Thornton Sentinel at least 15 days prior to the public hearing. Additionally, a mailed notice was sent to all Northglenn property owners within 300 feet of the property, and a sign was posted at least 15 days prior to the public hearing.

ANALYSIS

The following sections include an analysis of various topics related to the application being presented to the Commission. The proposed development was reviewed in accordance with applicable section of Chapter 11 of the Municipal Code – The Unified Development Ordinance (UDO), and the Northglenn Comprehensive Plan.

Major Site Plan

Land Use and Density.

On July 24, 2023, CB-2007 approved the property to be rezoned from Commercial General/Commercial Auto to Multifamily. Following approval of CB-2007, the rezone applicant, Headwaters Group, submitted this Major Site Plan application proposing a 172-unit independent living facility. The development submittal was reviewed in accordance with all requirements outlined in the Administrative Manual for Major Site Plan applications. Staff finds that the proposed land use is consistent with the approved Plat and Section 11-2-6 RM-2 Multifamily.

The development area associated with the proposed Major Site Plan includes a total of 4.53 acres. The density proposed for the site is 38 units per acre.

Development Standards.

The UDO established various development standards ranging from setbacks to building height to lot coverage. In staff's review of these standards, the proposed Major Site Plan is consistent with the Development Standards.

- 1. Setbacks. The RM-2 zone district has a minimum front setback of 15ft, a minimum 5ft side setback, and a minimum 10ft rear setback. The development meets all minimum setback standards outlined in Section 11-2-6(b) of the UDO.
- 2. Building Height. The UDO stipulates a maximum building height of 60 feet. The development meets the maximum height requirements.

Architectural Design.

Sheets 25-27 of the proposed Major Site Plan (Attachment C) show color renderings of the structures and the architectural details for the proposed development.

The site plan proposes a ground-floor courtyard with an outdoor pool area, internal trash room, and clubhouse as amenities for the tenants. All units will be age-restricted, providing senior housing to the area.

There are specific architectural design standards outlined in Section 11-4-8 of the UDO. Staff has reviewed the architectural design for compliance and finds the development is consistent with the UDO. The development proposed 4-sided architectural features including two different stone masonry types and colors, stucco and siding with multiple colors proposed. The development is also providing parapets, roof changes, ground floor canopies, and insets for balcony units. The development has either met or exceeded the masonry requirement and separately determined transparency requirement for both the ground-floor and upper-floor wall areas. Finally, the development was organized with units surrounding central courtyard.

Parkina.

Table 4-6-A: Minimum Off-Street Parking outlines independent living facility parking requirements. The site data table and parking table on Page 1 of the Major Site Plan indicates that the site requires 172 parking spaces. The site plan details 208 parking spaces with optional garage, carport, and surface parking. The development does meet EV parking and accessible parking requirements as determined by the adopted 2021 International Building Code.

The development exceeds the minimum bicycle parking requirements outlined in Section 11-6-4(f)(1). The development is required to provide 11 bicycle parking spaces and are proposing 12 spaces.

The proposed Major Site Plan exceeds the parking requirement.

Site Lighting.

Light poles are 20', 12', and 9' in height, which is less than the code maximum height for lighting. The Lighting Plan is provided on Sheets 28 and 29 of the Major Site Plan. The light plan shows that light spillover does not exceed a one-foot candle at any property line.

Landscaping and Fencing.

Sheets 8-15 of the Major Site Plan detail the proposed landscaping for the site. The UDO requires 1 tree and 5 shrubs or ornamental grasses per 800 sq. ft. of required pervious coverage area. The RM-2 zone district required 20% minimum pervious coverage for the entire site. The proposed development exceeds the pervious coverage and landscaping requirements by providing 21% pervious coverage, 88 trees, 8 street trees along Melody Drive, and 785 shrubs/grasses.

A 42" perimeter fence is proposed and detailed on sheet 16. A retaining wall along a segment of the North facing elevation is proposed. Section 11-4-7(m)(3)(A) – Maximum Height – states retaining walls over four feet in height shall be designed by a State of Colorado licensed structural engineer. This structural engineering detail will be reviewed administratively and will be required prior to the release of the building permit.

Drainage.

The Public Works Department has reviewed the Drainage Report provided by the applicant and deemed the submittal consistent with the City's Engineering Standards and Specifications. The Drainage report detailed underground detention beneath the parking area on the east section of the property. The development meets all City of Northglenn Standards and mile High Flood District Standards and is not anticipated to adversely affect the existing storm sewer facilities and downstreet infrastructure. Off-site conditions have been improved. Drainage improvement for the site includes private roof drains, curb and gutter, drainage plans, and a private storm sewer network that directs runoff to the private underground detention system. The overall

imperviousness of the site will decrease from 94% to 81%. Finally, there are no anticipated floodplain impacts. City Staff has provided the Drainage Report Summary as Attachment D to this Staff Report.

Traffic and Streets.

The Public Works Department has reviewed the Traffic Report provided by the applicant and deemed the submittal consistent with the City's Engineering Standards and Specifications. The Traffic Report acknowledges the two existing full movement accesses along the west side of Melody Drive as the primary access to the site. The Traffic Report determined the site to generate 558 weekday daily trips. The existing intersection are expected to operate acceptably with existing lane configurations and control through 2045. City Staff has provided the Traffic Report Executive Summary as Attachment E to this Staff Report.

Utilities.

The Public Works Department has reviewed the Utility Report provided by the applicant and deemed the submittal consistent with the City's Engineering Standards and Specifications. The Utility Plan is detailed on sheet 8. The development includes various public improvements, including a 10" water main, fire hydrant assemblies and 6" fire line, and gate valves. The specifics of those improvements are outlined in Attachment F – Headwaters Subdivision Improvements Agreement. The Final Plat with SIA is reviewed by the Planning Commission and the Commission makes a recommendation to City Council. City Council makes the final decision. The SIA will be scheduled with the City Council in the coming weeks and must be approved prior to the issuance of a building permit.

Final Plat

The Headwaters Northglenn Independent Living Subdivision Final Plat is provided in Attachments G.

The proposed Final Plat was reviewed concurrently in conformance with the review procedures outlined in Article 6, and the subdivision design standards outlined in Article 5 of the UDO. Staff finds that the proposed subdivision plat complies with the city's requirements outlined in the code for subdivisions as well as all submittal requirements outlined in the Administrative Manual for Final Plat applications.

The Final Plat is a replat of the existing Lot 2 and Lot 3 Block 1 of the Headwaters Northglenn Independent Living Subdivision. This plat is required to combine the two existing lots into one lot for development improvements. The plat also memorializes a utility and drainage easements associated with this development. Further, it contains the final lot lines, all easements, and property measurements.

The proposed replat includes the combined total acreage of 4.528 acres. The Plat also includes public infrastructure improvements in the form of water main and drainage improvements. Because of these improvements, the City Council will be required to approve the Final Plat along with a Subdivision Improvement Agreement (SIA).

The required SIA outlines the responsibility of the developer to install all public infrastructure to city standards. Prior to the city assuming acceptance of those improvements, they will be inspected by the city as well as assurances placed on the improvements should those improvements fail within a certain number of years from acceptance. Those improvement agreements are not reviewed by the Planning Commission and have not been included as part of this packet.

APPROVAL CRITERIA

Applicable Approval Code Provisions.

The following sections of the code should be considered with the review of this application.

- Section 11-6-5(a) of the UDO (Site Plan Review)
- Section 11-6-6(c) of the UDO (Final Plat)

Criteria Analysis.

Section 11-6-5(a)(3)(E)(ii) requires the proposed Major Site Plan to comply with the following approval criteria. A brief staff analysis is provided for each:

Cr	iteria:	Staff Analysis:
a)	The site plan complies with applicable standards in this UDO, including Article 2, Zoning Districts; Article 3, Use Regulations; Article 4, Development Standards; and any other applicable standards of this UDO.	The proposed Headwaters Major Site Plan complies with all applicable standards of the UDO as outlined in the analysis section of the staff report.
b)	The site plan is consistent with any previously approved plat, Planned Development, or any other precedent land use approval; and	The proposed Major Site Plan is consistent with the Headwaters Northglenn Independent Living Subdivision Amendment No.1 Final Plat.
c)	The site plan is consistent with the Comprehensive Plan and other adopted City policies and plans	The proposed Major Site Plan is consistent with the Comprehensive Plan.

Final Plat Procedure.

Section 11-6-6(c) of the UDO outlines that the Planning Commission review and provide a recommendation to City Council, followed by City Council review and adoption for any Final Plat that includes public infrastructure. The Headwaters Northglenn Independent Living Subdivision Amendment No. 1 includes public infrastructure, including water mains and drainage improvements.

Criteria Analysis – Final Plat.

Section 11-6-6(c)(4)(E)(iii) requires the proposed Final Plat to comply with the following approval criteria. A brief staff analysis is provided for each:

Criteria:	Staff Analysis:
a) The final plat conforms to	The proposed Final Plat is consistent with the
the approved preliminary	Preliminary Plat. This plat is a replat of lot 2 and lot 3 to

	plat, including any conditions of approval;	combine the lots and add the necessary easements for public utility lines.
b)	The development will substantially comply with all requirements of this UDO; and	The proposed Final Plat complies with all requirements of the UDO as outlined in the analysis section of the staff report.
c)	The development will comply with the applicable technical standards and specifications adopted by the City.	The proposed Final Plat complies with all technical standards and specifications adopted by the City. The City's Public Works Department reviewed and approved the traffic, utility, and drainage reports for the Headwaters development.

ADMINISTRATION

Possible Actions by the Planning Commission.

The Planning Commission is the final approval authority for the review of a Major Site Plan and shall review the application and make a final decision. The Commission's options for recommendation are as follows:

- 1. Approval of the request, with or without conditions or stipulations;
- 2. Denial of the request for reasons stated; or
- 3. Table the request for further consideration or additional information.

The Planning Commission is not the final approval authority for review of a Final Plat that includes public infrastructure and shall review the application and provide a recommendation to the City Council. The Commission's options for recommendation are as follows:

- 1. Recommend approval of the request, with or without conditions or stipulations.
- 2. Recommend denial of the request for reasons stated; or
- 3. Table the request for further consideration or additional information.

Next Steps.

The Planning Commission's recommendation on the Final Plat will be forwarded to City Council for consideration. A public hearing for the application will be held at the September 11, 2023, City Council meeting. The Planning Commission's decision on the Major Site Plan will be conditioned upon City Council approval of the proposed Final Plat.

ATTACHMENTS

Attachment A – Aerial Vicinity Map

Attachment B – Zoning Map

Attachment C – Major Site Plan

Attachment D – Headwaters Drainage Report Summary

Attachment E – Headwaters Traffic Study Executive Summary

Attachment F – Headwaters Subdivision Improvements Agreement

Attachment G – Headwaters Northglenn Independent Living Subdivision Amend. No. 1 Final Plat



AERIAL MAP 10691 MELODY DR

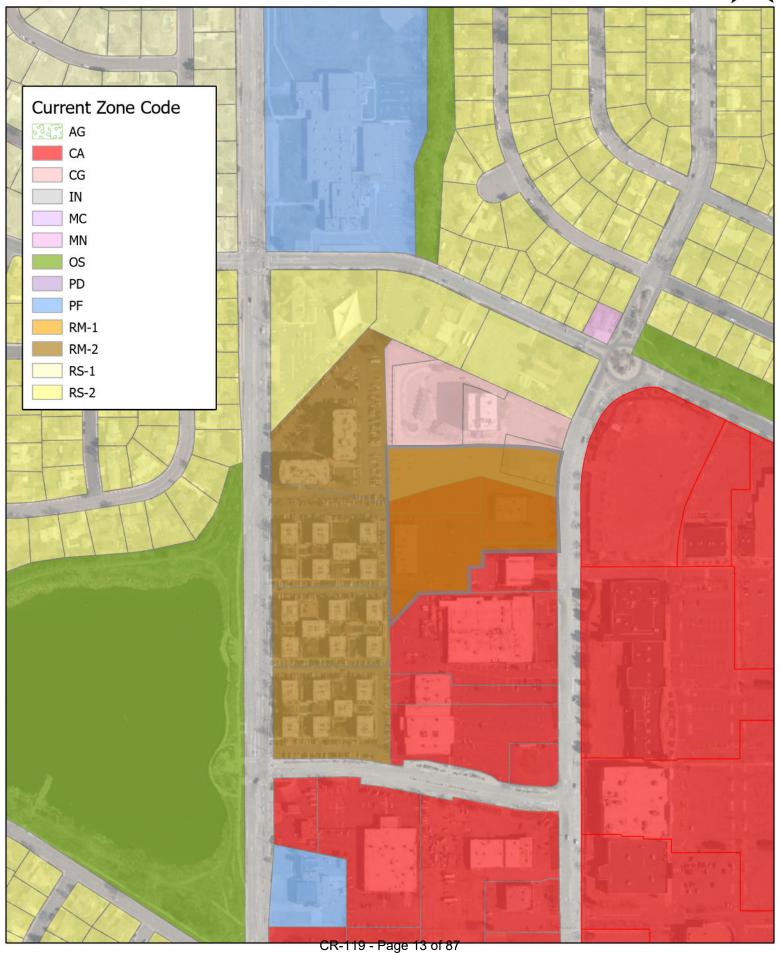






ZONING MAP 10691 MELODY DR





PROJECT DESCRIPTION
HADWATES MORPHISH THING FACUITY WILL INCLUDE 172 UNITS IN A STANDALONE 4-STORY RESIDENTIAL
BUILDING, ALSO INCLUDED IN THE 4-STORY STRUCTURE ARE AN INTERNAL TRASH 300M AND A CLUBHOUSE,
AN OUTDOOR POOL IS INCLUDED IN THE MAIN COUNTRADO.

SITE DATA TABLE

LOT SIZE	197,250	197,250 SF / 4.53 AC		
PROPOSED ZONING OF THE SITE	RM-2, INDEPENDENT I	RM-2, INDEPENDENT LIVING FACILITY		
	AREA	PERCENTAGE		
BUILDING COVERAGE (60% MAX)	58,040 SF	29%		
PARKING COVERAGE	78,483 SF	40%		
LANDSCAPING COVERAGE	41,054 SF	21%		
HARDSCAPING COVERAGE	19,673 SF	10%		
EXISTING IMPERVIOUS COVERAGE	185,860 SF	94%		
PROPOSED IMPERVIOUS COVERAGE	153,468 SF	79%		
PARKING	REQUIRED	PROPOSED		
VEHICLE	172	203		
BICYCLE	11	12		
ACCESSIBLE	7	7		
MAXIMUM BUILDING HEIGHT	60'-0"	59'-6 1/2"		
SETBACKS	REQUIRED	PROVIDED		
FRONT	15"-0"	95'-8 1/2"		
SIDE	5'-0"	57'-0"		
REAR	10"-0"	74'-10 3/4"		

PARKING

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TYPE	COUNT	REQUIRED		
GARAGE	30			
STANDARD SURFACE (INCLUDES 36 SHARED SPACES)	91	INDEPENDENT LIVING FACILITY: 1 SPACE PER 6 PATIENT BEDS (0 PATIENT BEDS); PLUS 1 SPACE FOR EACH 4 ROOMING UNITS (0 ROOMING UNITS); PLUS 1 SPACE FOR LEACH 3 DWELLING UNIT (172 UNITS) = 172		
CARPORT	87	EACH 3 DWELLING ONLY (1/2 ONLIS) = 1/2		
ACCESSIBLE*	7	PER TABLE 1106.1 = 7 (1 VAN		
EV PARKING*	11	5% OF TOTAL PARKING 11		
TOTAL PROVIDED	208	TOTAL REQUIRED 172		

*NOT INCLUDED IN TOTAL PARKING COUNT

LEGAL DESCRIPTION: LOT 2, BLOCK 1, HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION







SHEET LIST TABLE			
SHEET NUMBER	SHEET TITLE		
1	COVER SHEET		
2	EXISTING CONDITIONS AND DEMOLITION		
3	SITE PLAN		
4	OVERALL GRADING AND DRAINAGE PLAN		
5	DETAILED GRADING AND DRAINAGE PLAN		
6	DETAILED GRADING AND DRAINAGE PLAN		
7	DETAILED GRADING AND DRAINAGE PLAN		
8	UTILITY PLAN		
9	LANDSCAPE NOTES		
10	LANDSCAPE SCHEDULES		
11	OVERALL LANDSCAPE PLAN		
12	LANDSCAPE PLAN		
13	LANDSCAPE PLAN		
14	COURTYARD ENLARGEMENT		
15	LANDSCAPE DETAILS		
16	LANDSCAPE DETAILS		
17	LANDSCAPE DETAILS		
18	IRRIGATION NOTES		
19	OVERALL IRRIGATION PLAN		
20	IRRIGATION PLAN		
21	IRRIGATION PLAN		
22	IRRIGATION DETAILS		
23	IRRIGATION DETAILS		
24	IRRIGATION DETAILS		
25	BUILDING ELEVATIONS		
26	BUILDING ELEVATIONS		
27	BUILDING ELEVATIONS		
28	SITE LIGHTING PHOTOMETRIC		
29 LIGHTING DETAILS			

CITY APPROVAL CERTIFICATE

THIS IS TO HEREBY CERTIFY THAT ON DAY OF CITY OF NORTHGLENN, CCLORADO, HAS APPROVED THIS SITE PLAN FOR THE DEVELOPMENT OF HEADWATERS INDEPENDENT LUNG FACILITY IN CONFORMANCE WITH THE ORDINANCES OF THE CITY OF NORTHGLENN.

BY: CHAIR, PLANNING COMMISSION DIRECTOR, FLANNING AND DEVELOPMENT

DIRECTOR, FUBLIC WORKS

OWNER'S CERTIFICATE

ME, HG AA KORTHGENN LLC, AS DIMERS OF THE 4.53-ACRE TRACT DESCRIBED ABOVE AND FORECOING STEE PLAN HEADWARES INDEPENDENT LUNNOF FAGULITY DO HEREBY ES ABLISH SAD DEVELOPMENT OF SAD PROPERTY ACCOPIONE TO ALL LUNES, DEDICATIONS, RESTRICTIONS AND NOTATION ON SAD SITE PLAN HEADWARES HOWN ON SAD SITE PLAN SHALL BE CONSTRUCTED IN LOCATION SHOWN.

BY:
JEFF HOFFMAN
HG AA NORTHGLENN, LLC
SENIOR VICE PRESIDENT OF DEVELOPMENT

 $\underline{\mathsf{GENERAL}}\ \ \mathsf{NOTES}$ 1. Signage is not requesed as part of this site plan approval. All signage requires a separate review in accordance with the requirements of the sign code.

ARCHITECT SANTULAN ARCHITECTURE 3457 RINGSBY CT, UNIT 209 DENVER, CO 80216 CONTACT: HARSH PARIKH PHONE: 303.588.7558

CIML ENGNEER
KIMLEY-HORN AND ASSOCIATES, INC.
3801 AUTOMATION WAY, SUITE 210
FORT COLLINS, CO 80525
CONTACT: EMILY FELTON, P.E.
PHONE: 303.228.2300

OWNER/DEVELOPER
HG AA NORTHGLENN, LLC
288 CLAYTON ST, SUITE 307
DENVER, CO 80206
CONTACT: JEFF HOFFMAN
PHONE: 312.617.5736

LANDSCAPE ARCHITECT NORRIS DESIGN 1101 BANNOCK ST DENVER, CO 80204 CONTACT: GREG BANKS, PLA, LEED PHONE: 303.892.1166

LAND SURVEYOR
KIMLEY—HORN AND ASSOCIATES, INC
4582 SOUTH ULSTER ST, #1500
DENVER, CO 80237
CONTACT: DARREN WOLTERSTORFF, PLS
PHONE: 303.226.2319

DESIGN MANAGER: JEFF HOFFMAN T: (312) 617-5739

PROJECT: HEADWATERS INDEPENDENT LIVING FACILITY 10691 MELOD* DR NORTHGLENN, CO

Kimley»Horn

PREPARED FOR: HG AA NORTI-GLENN, LLC 288 CLAYTON STREET, SUITE 307 DENVER, CO 80206

SANTULAN ARCHITECTURE

SANTULAN ARCHITECTURE 3457 RINGSBY COURT, UNIT 209 DENVER, CO 80216 T: (303) 825–2595

1)))) NORRIS DESIGN

NORRIS DESIGN LANDSCAPE ARCHITECT 1101 BANNOCK STREET DENVER, CO 80204 T: (303) 892-1166

DRAWN BY: ANP CHECKED BY: EPF DATE: 06/20/2023

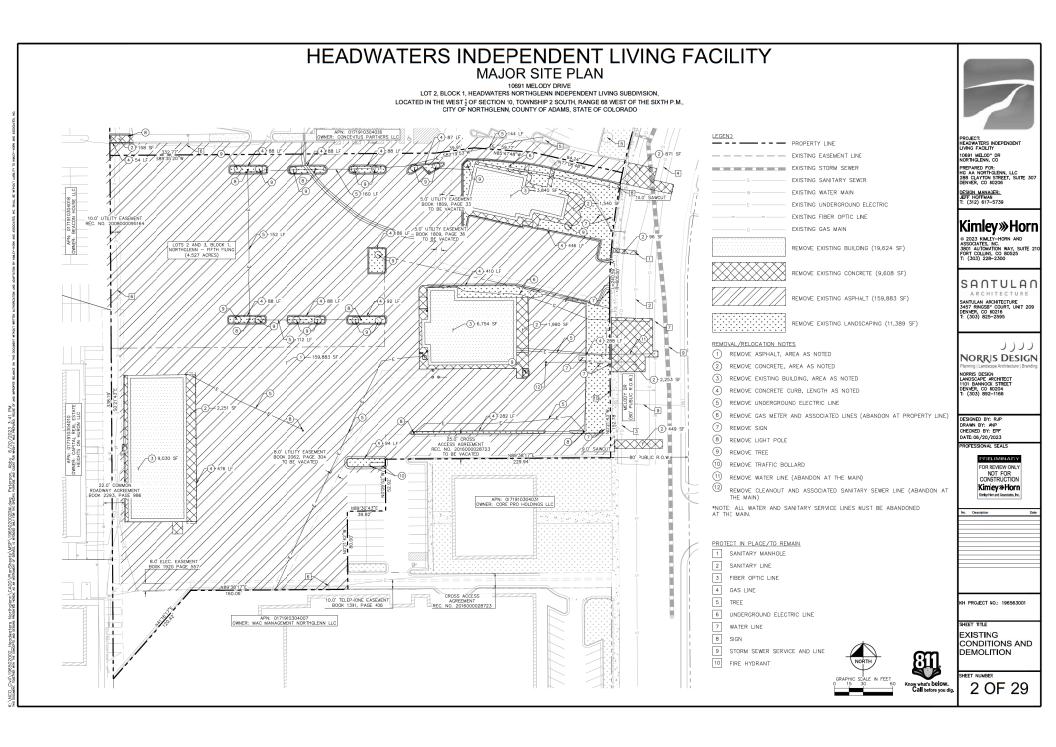
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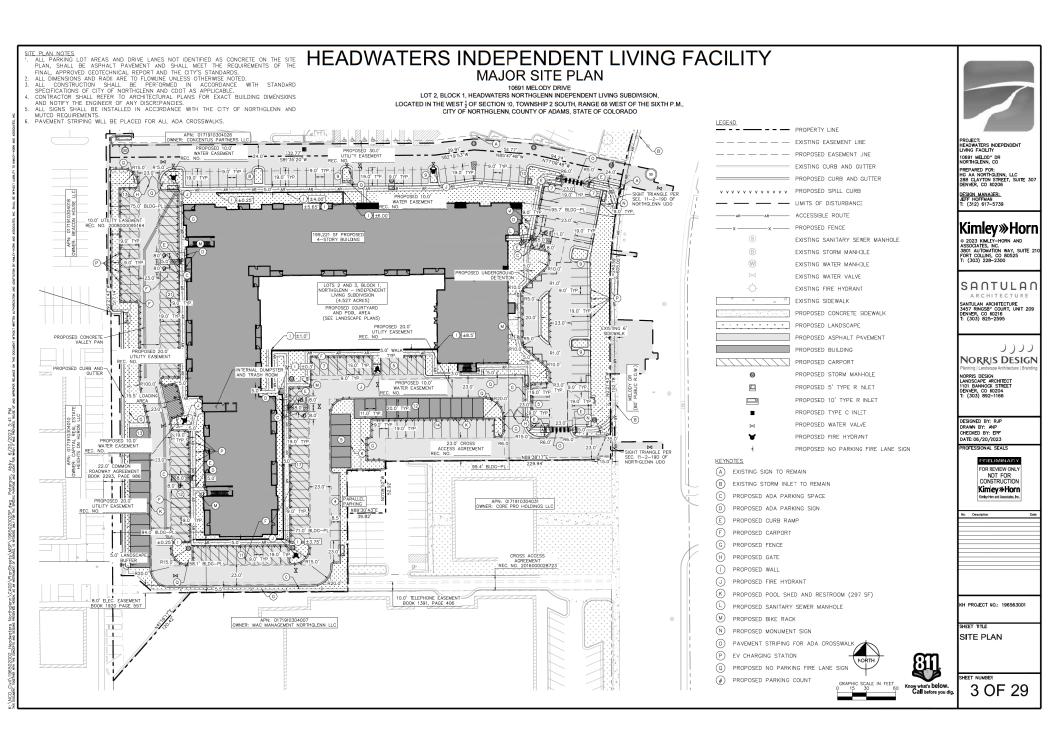
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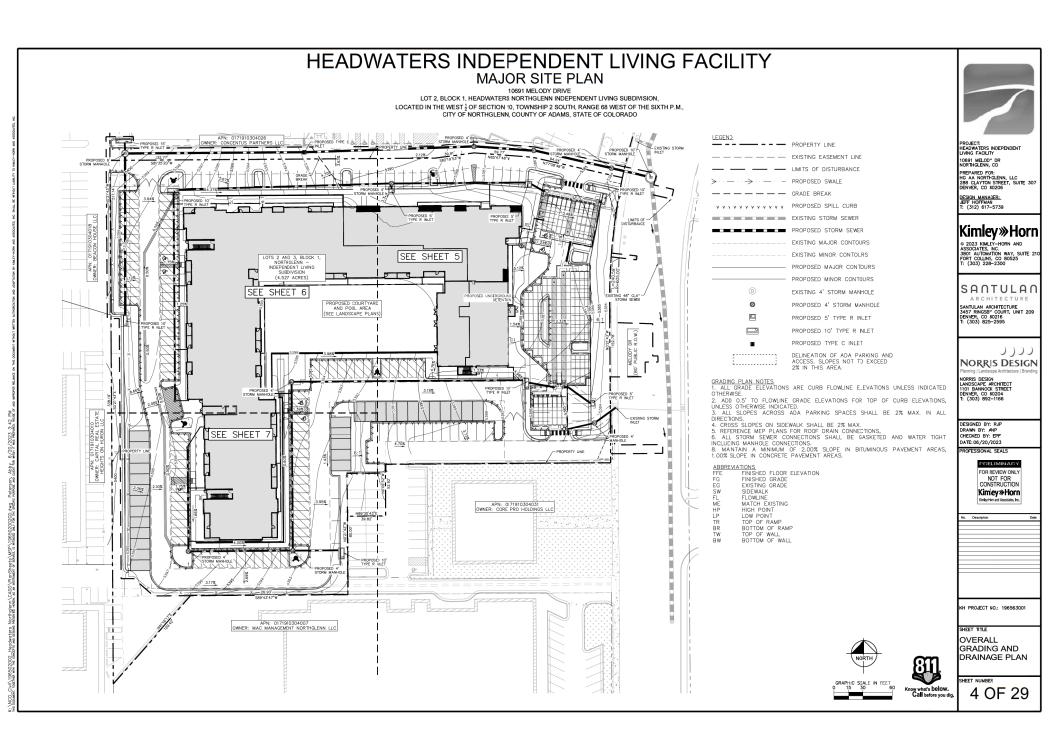
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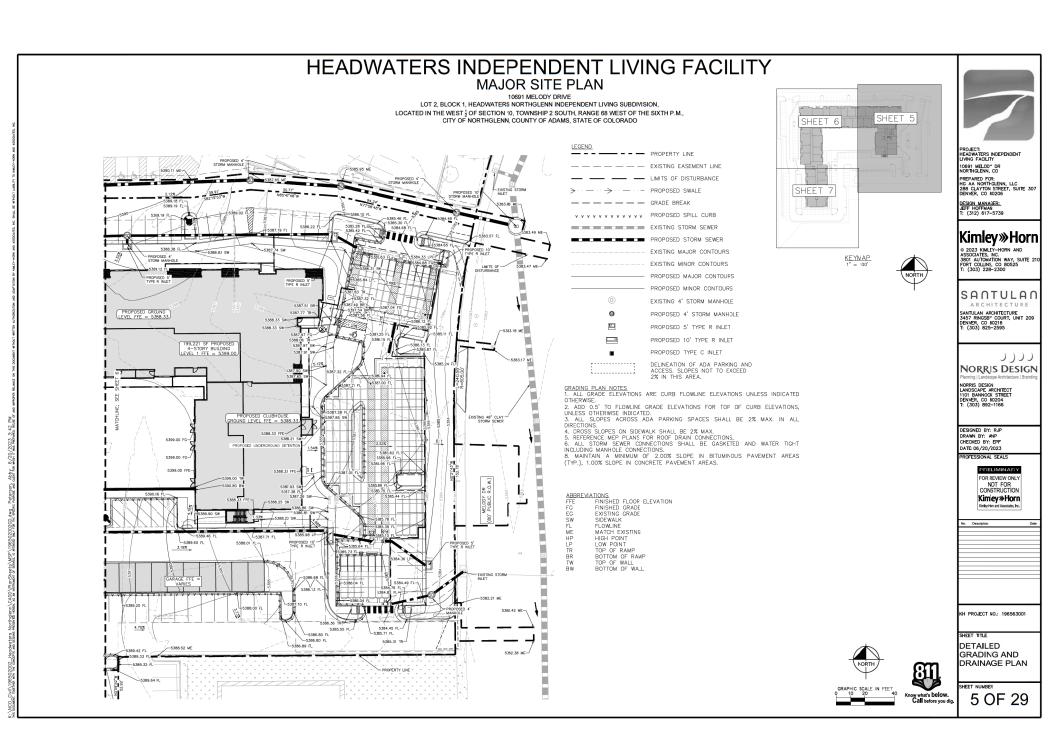
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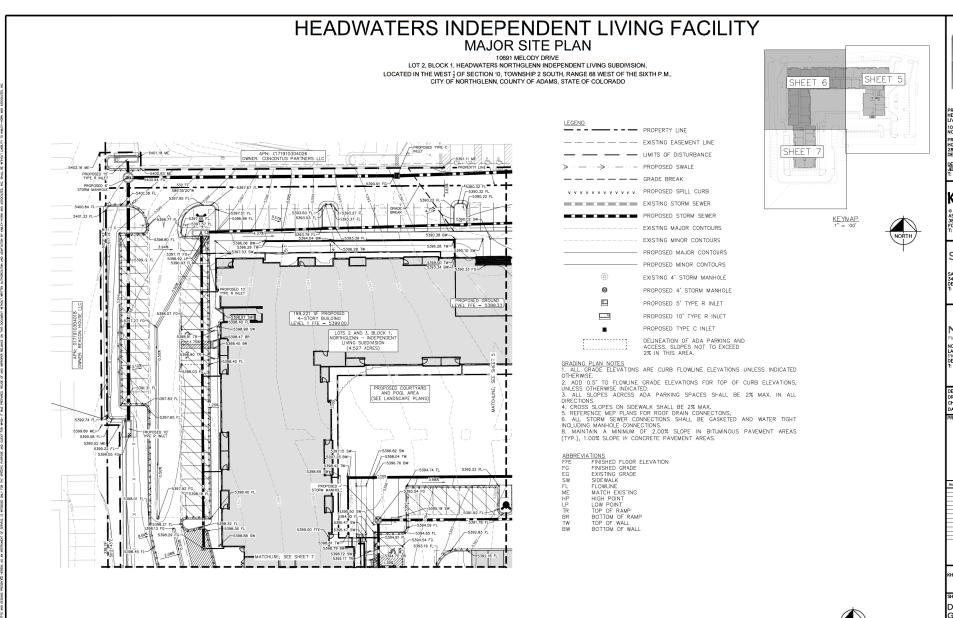
SHEET NUMBER 1 OF 29













PROJECT:
HEADWATERS INDEPENDENT
LIVING FACILITY
10691 MELODY DR
NORTHGLENN, CO

PREPARED FOR: HG AA NORTHGLENN, LLC 288 CLAYTON STREET, SUITE 307 DENVER, CO 80206

DESIGN MANAGER: JEFF HOFFMAN T: (312) 617-5739

Kimley»Horn

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DESIGNED BY: RJP DRAWN BY: ANP CHECKED BY: EPF DATE: 06/20/2023

FESSIONAL SEALS

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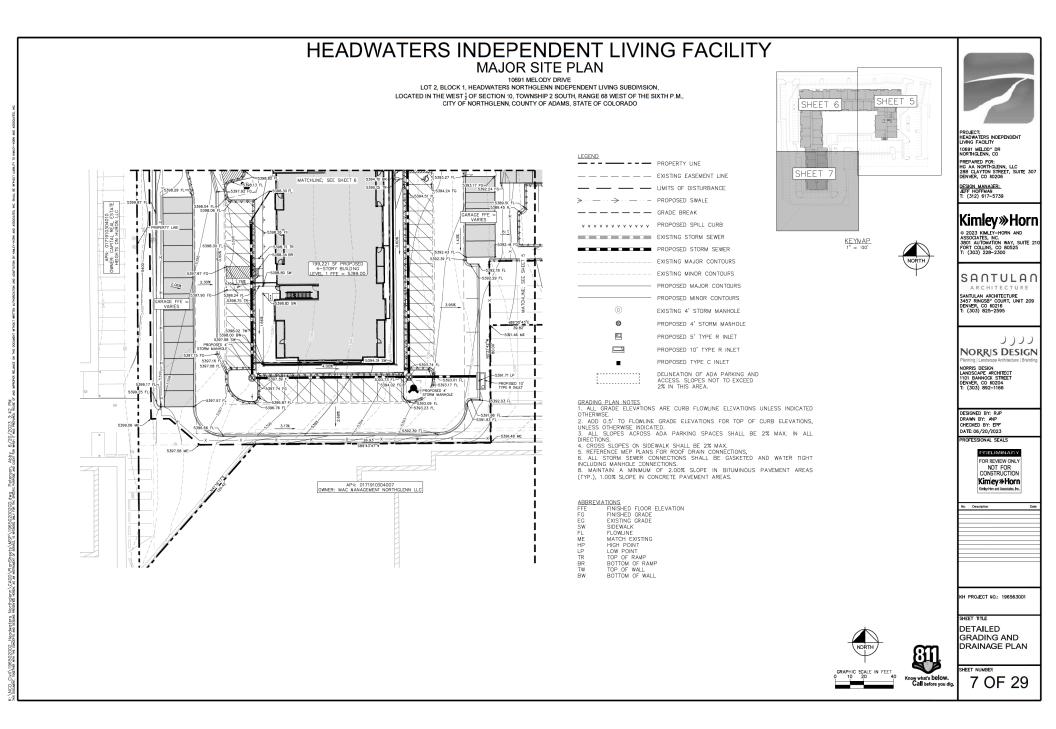
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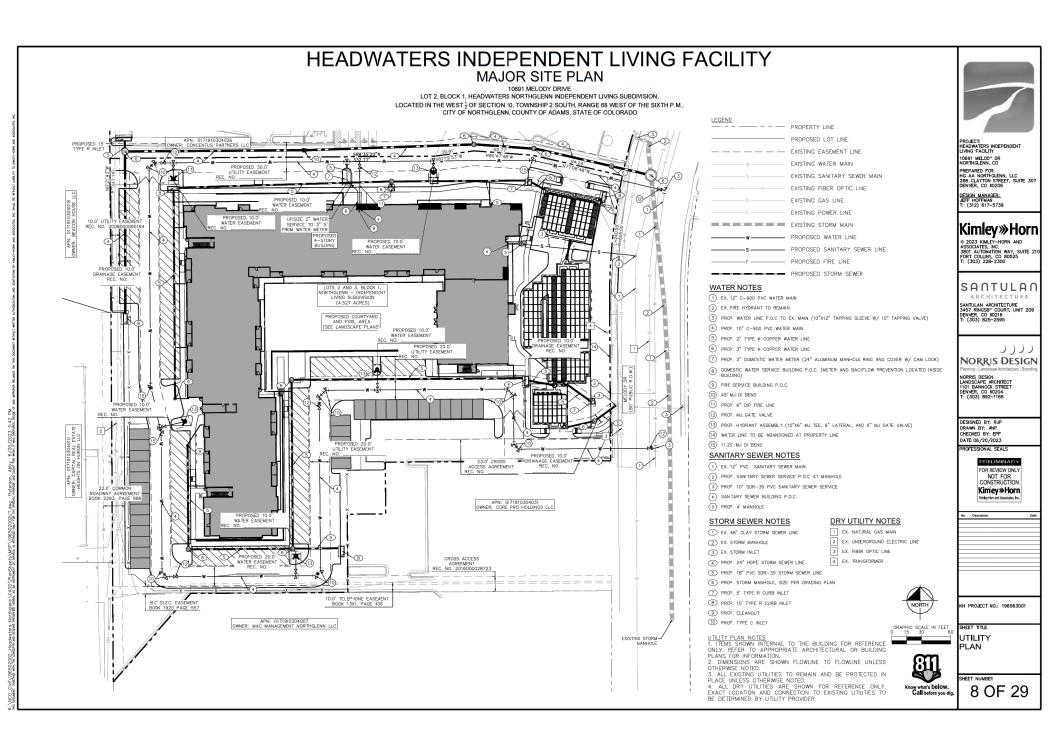
KH PROJECT NO.: 196563001

SHEET TITLE

DETAILED GRADING AND DRAINAGE PLAN

SHEET NUMBER





HEADWATERS INDEPENDENT LIVING FACILITY

MAJOR SITE PLAN

10691 MELODY DRIVE LOCATED IN THE WEST ½ OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

HEADWATERS

PROJECT: HEADWATERS ACTIVE ADULT LIVING 0691 MELODY DR IORTHGLENN, CO

REPARED FOR: IG AA NORTHGLENN, LLC 188 CLAYTON STREET, SUITE 307 ENVER, CO 80206

DESIGN MANAGER: JEFF HOFFMAN (312) 617-5739

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1111 NORRIS DESIGN

NOT FOR Kimley»Horn

SITE PLAN SUBMITTAL 01 2.10.200 SITE PLAN SUBMITTAL 02 4.14.200

PROJECT NO: 196563001

SHEET TITLE

LANDSCAPE **NOTES**

09 OF 29

GENERAL NOTES

- THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTIONOR . THESE PLANS SHALL NOT BE THILED 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
- INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER INCORRECT FRINTING, CONTING, UK ANY UTHER CHANGES HALLEL THE SCALE OF THE DRAWINGS. 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 DMENSIONS.
 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
- 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. PRIOR TO PERFORMANCE OF WORK.
 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.
- IF A GEOTECHNICAL SOILS REPORT IS NOT AVAILABLE AT THE TIME OF CONSTRUCTION, NORRIS DESIGN RECOMMENDS A REPORT BE AUTHORIZED BY THE OWNER AND THAT ALL RECOMMENDATIONS OF THE REPORT ARE FOLLOWED DURING CONSTRUCTION. THE CONTRACTOR. 24 MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON 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
- ADPITIONAL 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 PFIOR 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.
 CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRE APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS
- ASSOCIATED WITH WORK THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIDLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS JURISDICTIONAL CODES AND REGULATORY AGENCIES
- 15. 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.

 4. 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 PAVING, 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
- CONTRACT PERIOD.

 15. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE ALL TRUTH STREAMS AS SEGMEN ON THE PLANS, ANY AREAS OR CONSTRUCTION OF THE CONSTRUCTIO THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE
- OF THE LIMITS OF WORK.

 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF

1. THE CONTRACTOR AND OWNER'S REPRESENTATIVE SHALL CONTACT
THE LANDSCAPE ARCHITECT FOR A PRE-CONSTRUCTION MEETING PRICE 1. THE TRENCHES OR EXCAVATIONS THAT SETTLE.
TO START OR ANY WORK SHOWN ON THESE PLANS.
TRAFFIC CONTRACTOR SHALL BE RESPONSIBLE OF PREPARE AND SUBMIT A
TO START OR ANY WORK SHOWN ON THESE PLANS. 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 SCALE, VERFY THE GRAPHIC SCALE BEFORE REFERENCING ANY
MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THE STATE OF THE CONTRACT PERIOD.

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HIS RECIPIENT DURN OF THE CONTRACT PERIOD.

HIS RECIPIENT TRANSLESS AND SHIGHT LINES SHALL REMAIN UNDESTRUCTED BY

FOLIPMENT CONSTRUCTION MATERIALS PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS ASSTIPULATED BY 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

JURISDICTIONAL REQUIREMENTS.

20. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEANOUT AREAS WITH OWNER'S REPRESENTATIVE.

. 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, S 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 POLLUTON PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.

35. ALL TREES ADJACENT AND/OR EXTENDING OVER FIRE DEPARTMENT
ACCESS ROADWAYS ARE TO BE LIMBED TO 13'-6" MIN. HEIGHT TO SITE FOR FULL FUNCTIONALITY. 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.
THE CONTRACTOR SHALL BE RESPONSIBLETO PREVENT ANY IMPACTS
TO ADJACENT WATERWAYS, WETLANDS, OROTHER 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 THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALLBE 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. 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 4REAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.

29. THE CLEANING OF CONCRETE EQUIPMENT IS PROHIBITED AT THE JOB

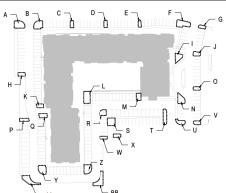
SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. THE

DISCHARGE OF WATER CONTAINING WASTECONCRETE IN THE STORM SEWER IS PROHIBITED.

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.

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

PARKING AREA LANDSCAPING



PARKING LOT

LANDCAPED ISLAND

REQUIRED PROVIDED

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TES:			
	TREESCHRUN	 	

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

STREET TREE REQUIREMENT

STREET	LINEAR FEET	REQUIRED TREES (1 PER 40 LF)	PROVIDED TREES
MELODY DRIVE	257 LF	7	8

LANDSCAPE REQUIREMENT

CONTRACTOR SHALL BE REPAIRED/RESTORED TO THEIR ORIGINAL CONDITION. IF THE SWALE NEEDS TO BE DISTURBED OR MODIFIED FOR

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 SPILL WAY 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.

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

EXISTING BENCHES AND ACCESS ROADS DURING THE CONSTRUCTION PERIOD. F ACCESS NEEDS TO BE BLOCKED FOR ANY REASON, THE

CONDITION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL

CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR

APPROVAL PRIOR TO INTERRUPTION OF ACCESS.

4. LOCAL, S'ATE AND FEDERAL JURISDICTIONAL REQUIREMENTS,
RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS,

NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE

20" WIDTHPURSUANT TO IFC SECTION 503.2.1.

3. ALL FIRE HYDRANTS HAVE A 3"-0" MIN. WORKSPACE AROUND THE HYDRANT PURSUANT TO IFC SECTION 507.5.5.

ENSURE AN UNORSTRUCTED VERTICAL CLEARANCE ACROSS THE ENTIRE

OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.

ANY REASON. THE CONTRACTOR SHALL NOTIFY THE OWNER'S

REPRESENTATIVE FOR APPROVAL PRIOR TO DISTURBANCE

	ED PERENNIALS
33,178 67 88 664 785	424

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

10691 MELODY DRIVE

LOCATED IN THE WEST 1 OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

PLANT SCHEDULE

PLANT SCHEDULE	ANT SCHEDULE				
DECIDUOUS TREES CA SP CE OC GL SH	QTY 5 3 11 7	BOTANICAL NAME CATALPA SPECIOSA CELTIS OCCIDENTALIS GLEDISIA TRIACANTHOS INERNIS 'SHADEMASTER' TM	COMMON NAME NORTHERN CATALPA COMMON HACKBERRY SHADEMASTER LOCUST	ROOT B & B B & B B & B B & B	SIZE 6" HEIGHT 2"CAL 2"CAL 2"CAL
GY DI		GYMNOCLADUS DIOICA 'ESPRESSO'	KENTUCKY COFFEETREE		
QU MU	8	QUERCUS MUEHLENBERGII	CHINKAPIN OAK	B & B	2*CAL
TIRE	9	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEN	B & B	2*CAL
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
PIPO	3	PINUS PONDEROSA	PONDEROSA PINE	B & B	6' HT.
FIFO	3	FINOS FONDEROSA	PONDEROSA PINE	Вαв	0 пі.
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
AC FL	2	ACER GINNALA 'FLAME'	FLAME AMUR MAPLE	B & B	1.5"CAL
MA SS	16	MALJS X 'SPRING SNOW'	SPRING SNOW CRAB APPLE	B&B	1.5*CAL
PR AM	22	PRUNUS AMERICANA	AMERICAN PLUM	B&B	1.5"CAL
LIVAM	22	FRONGS AMERICANA	AMERICAN FEOM	Вαв	I.O CAL
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
BE BU	27	BERBERIS THUNBERGII 'BAILTWO' TM	BURGUNDY CAROUSEL BARBERRY	CONT.	#5
CYSP	3	CYT SUS PURGANS 'SPANISH GOLD'	SPANISH GOLD BROOM	CONT	#5
LICH	37	LIGUSTRUM VULGARE 'CHEYENNE'	CHEYENNE PRIVET	CONT.	#5
PEAT	115	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	CONT.	#5
PHICH	38	PHILADELPHUS LEWISII 'CHEYENNE'	LEWIS MOCK ORANGE	CONT.	#5
RI GR	6	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT	CONT.	#5
RI AU	53	RIBES AUREUM	GOLDEN CURRANT	CONT.	#5
RO DK	73	ROSA X 'RADTKOPINK'	PINK DOUBLE KNOCK OUT® ROSE	CONT.	#5
SP LI	54	SPIFAEA X BUMALDA 'MONHUB'	LIMEMOUND® SPIREA	CONT.	#5
SY MK	36	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	CONT.	#5
VI AL	2	VIBURNUM X RHYTIDOPHYLLOIDES 'ALLEGHANY'	ALLEGHANY VIBURNUM	CONT.	#5
EVED ODEEN OUDURO	077/	DOTANIONI NUME	20140011111	DOOT	OUTE
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
AR PA	3	ARCTOSTAPHYLOS X COLORADOENSIS 'PANCHITO'	PANCHITO MANZANITA	CONT.	#5
HE PA	71	HESPERALOE PARVIFLORA	RED YLCCA	CONT.	#5
JU BU	36	JUNPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER	CONT.	#5
JU CC	3	JUNPERUS SABINA "CALGARY CARPET" TM	CALGARY CARPET JUNIPER	CONT.	#5
JU SC	9	JUNPERUS SABINA "SCANDIA"	SCAND A JUNIPER	CONT.	#5
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
BO BA	93	BOUTELOUA GRACILIS 'BLONDE AMBITION'	BLOND AMBITION BLUE GRAMA GRASS	CONT	#1
CA BR	70	CALAMAGROSTIS BRACHYTRICHA	KOREAN FEATHER REED GRASS	CONT.	#1
CA KF	71	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	CONT.	#1
HE SE	74	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	CONT.	#1
MIAD	18	MISCANTHUS SINENSIS 'ADAGIO'	COMPACT MAIDEN GRASS	CONT.	#1
NA TE	15	NASSELLA TENUISSIMA	MEXICAN FEATHER GRASS	CONT.	#1
PA SH	174	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	CONT.	#1
PE HA	120	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN FOUNTAIN GRASS	CONT.	#1
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
AS MO	30	ASTER X FRIKARTII 'MONCH'	MONCH FRIKART'S ASTER	CONT	#1
CO MO	83	COREOPSIS X 'MOONBEAM'	MOONBEAM TICKSEED	CONT.	#1
EC PU	61	ECHNACEA PURPUREA	CONEF.OWER	CONT.	#1
GA OD	46	GALUM ODORATUM	SWEETWOODRUFF	CONT.	#1
HE YP	20	HEUCHERA X 'BLACKBERRY CRISP'	BLACKBERRY CRISP CORAL BELLS	CONT.	#1
HO RY	60	HOSTA X 'ROYAL STANDARD'	ROYAL STANDARD HOSTA	CONT.	#1
RU AM	53	RUDBECKIA AMPLEXICAULIS	BLACK-EYED SUSAN	CONT.	#1
SA MA	66	SALVIA X SYLVESTRIS 'MAY NIGHT'	MAY NIGHT SAGE	CONT.	#1
VIBV	5	VINCA MINOR 'BOWLES'	BOWLES COMMON PERIWINKLE	CONT.	#1
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HEADWATERS

PROJECT: HEADWATERS ACTIVE ADULT LIVING 10691 MELODY DR NORTHGLENN, CO

PREPARED FOR: PRE AN NORTHGLENN, LLC 288 CLAYTON STREET, SUITE 307 DENVER, CO 80206

Kimley» Horn

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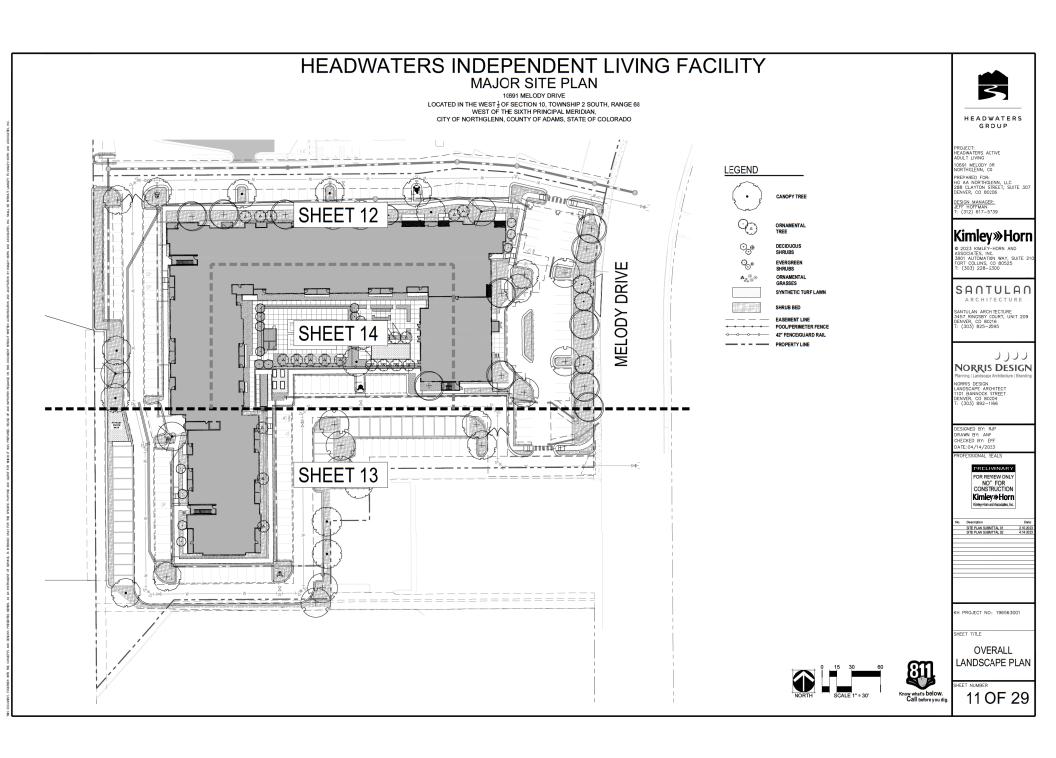
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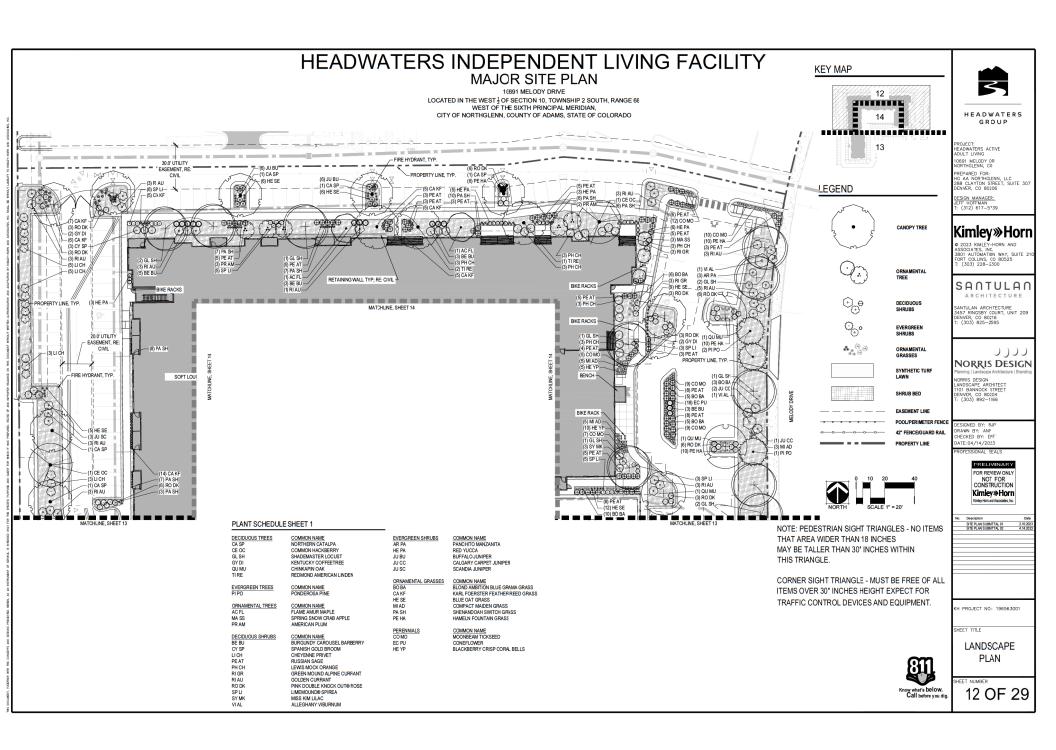
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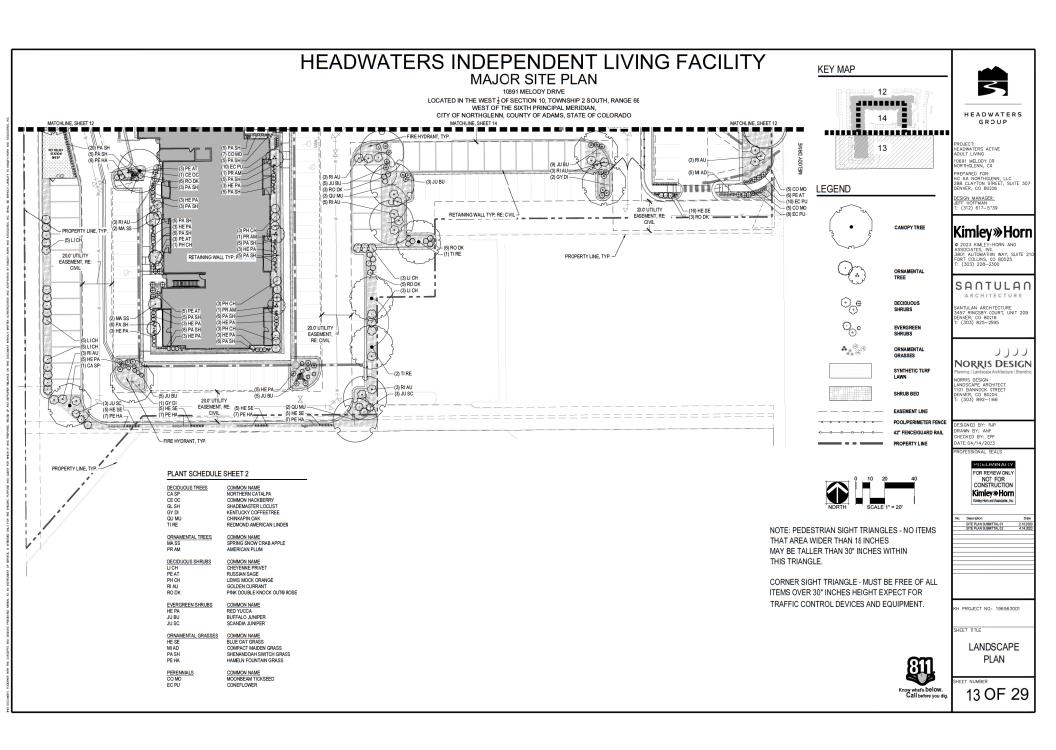
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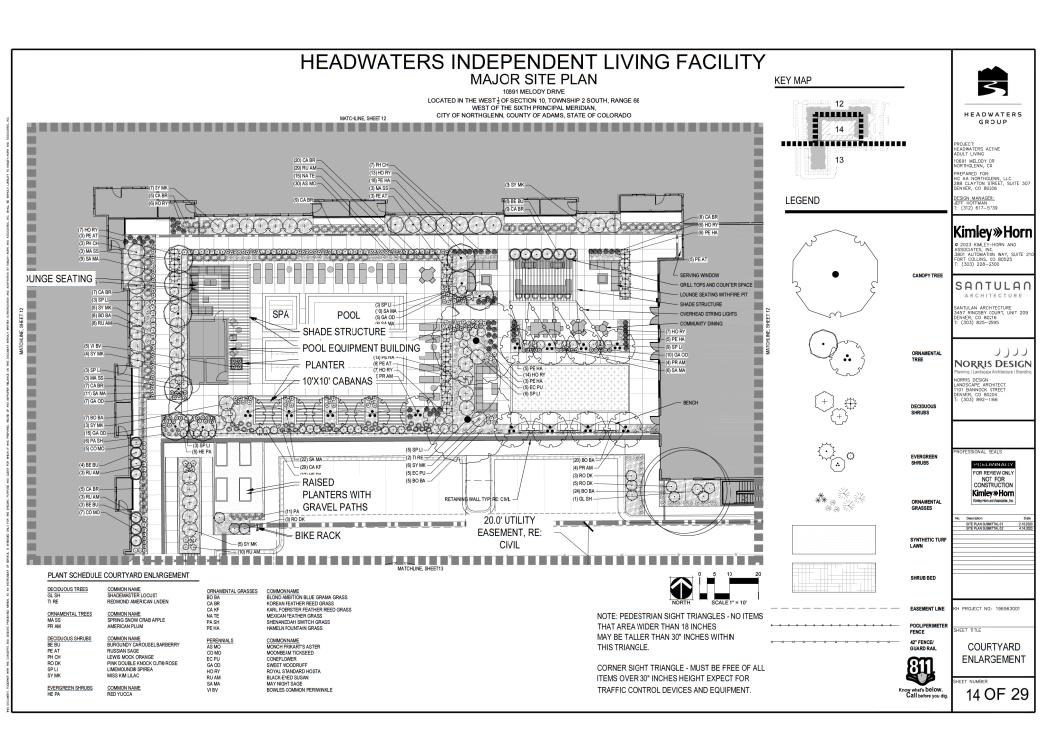
LANDSCAPE **SCHEDULES**

HEET NUMBER









10691 MELODY DRIVE

LOCATED IN THE WEST $\frac{1}{2}$ OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN

CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO



- (2) 6'-0"UNTREATED WOOD POST, MINIMUM 1.5" DIAMETER. ALL SHALL BE DRIVEN OUTSIDE ROOTBALL AND IN UNDISTURBED SOIL
- ③ TREE WRAP TO BE INSTALLED ONLY FROM OCTOBER 1 THROUGH APRIL 30. DECIDUOUS ONLY, WRAP FROM BASE
- 4 PLANT TREE SO THAT TOPMOST MAJOR ROOT IS 1"-2" ABOVE FINISHED
- (5) 2-0" RADIUS MULCH RING, CENTERED ON TRUNK, 3" DEPTH, DO NOT PLACE MULCH IN CONTACT WITH IREE TRUNK, FINISHED GRADE REFERENCES TOP OF
- 6 1:1 SLOPE ON SIDES OF PLANTING HOLE
- 7 ROPES AT TOP OF ROOTBALL SHALL BE CUT. REMOVE TOP 1/3 OF BURLAP. NON-BIODEGRADABLE MATERIAL SHALL BE TOTALLY REMOVED

- (9) GALVANIZED WIRE, MINIMUM 12 GAUGE CABLE, TWIST WIRE ONLY TO KEEP FROM SLIPPING
- (10) 4-6" HIGH WATER SAUCER IN NON-TURF
- (1) BACKFILL WITH BLEND OF EXISTING SOIL AND A MAXIMUM 20%, BY VOLUME, ORGANIC MATERIAL, WATER THOROLIGHI Y WHEN BACKELLING
- (2) 2'-0" STEEL T-POST, ALL SHALL BE DRIVEN BELOW GRADE AND OUTSIDE ROOTBALL IN UNDISTURBED SOIL (13) PLACE SOIL AROUND ROOT BALL FIRMLY DO NOT COMPACT OR TAMP
- SETTLE SOIL WITH WATER TO FILL ALL AIR POCKETS
- (4) PLACE ROOT BALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT

1 SET SHRUB ROOT-BALL 1* HIGHER THAN FINISH GRADE

- 2 FINISH GRADE (TOP OF
- 3 SPECIFIED MULCH, REFER TO MATERIAL SCHEDULE, SHEET
- (4) TILL IN SPECIFIED SOIL AMENDMENT TO A DEPTH OF 8" IN BED
- (5) BACKFILLED AMENDED SOIL
- (6) UNDISTURBED SOIL

|Kimley»Horn

IG AA NORTHGLENN, LLC 88 CLAYTON STREET, SUITE 307 ENVER, CO 80206

HEADWATERS

GROUP

PROJECT: HEADWATERS ACTIVE ADULT LIVING

0691 MELODY [R

DESIGN MANAGER: IEFF HOFFMAN I: (312) 617-5739

REPARED FOR

SANTULAN ARCHITECTURE

ANTULAN ARCHTECTURE 457 RINGSBY (OURT, UNIT 209 ENVER, CO 80216 : (303) 825-2595

1)11 NORRIS DESIGN

OF TREE CANOPY. PROVIDE CONSTRUCTION FENCING OR EQUAL AT DRIPLINE MINIMUM. (3) PLACE SIGNS EVERY 50', PLACE SIGNS WHERE VISIBLE, ATTACH TO FENCING.

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

Know what's below. Call before you dig

1 TRUNK PROTECTION - 1" BOARDS NO LESS THAN 5 LONG OR TO REACH FIRST SCAFFOLD BRANCH, WIRE TO HOLD BOARDS IN PLACE, NO

(2) BRANCH PROTECTION -

NAILS PERMITTED INCLUDE

WRAPPING OF BURLAP UNDER

PROTECT LOWER BRANCHES

SCALE: 1 1/2" = 1'-0

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SITE PLAN SUBMITTAL 01 2.10.20 SITE PLAN SUBMITTAL 02 4.14.20

- PROJECT NO: 196563001

SHEET TITLE

DETAILS

HEET NUMBER

15 OF 29

PLAN VIEW - THREE STAKES (2) (3) 4 (5) 6

PRUNING NOTES.
1. ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
2. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PPUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND

LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

STAKE TREES PER FOLLOWING SCHEDULE THEN REMOVE AT ENDIOF FIRST GROWING

a. 1-1/2" CALIPER SIZE - MIN. 1 STAKE ON SIDE OF PREVAILING WIND (GENERALLY N.W.

b. 1-1/2" - 3" CALIPER SIZE - MIN. 2 STAKES - ONE ONN W. SIDE, ONE ON S.W. SIDE (OR

WIRE OR CABLE SHALL BE MIN. 12 GAUGE, TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-1/2* OF GROWTH AND BUFFER ALL BRANCHES

WHEN PLANTED ON A CURVE, ORIENT ROWS TO FOLLOW THE LONG AXIS OF AREAS WHERE

PREVAILING WIND SIDE AND 180° FROM THAT SIDE).
3° CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM

TREE PLANTING DETAIL

PERENNIAL PLANT LAYOUT

SCALE: 3/16" = 1'-0"

NOTES:

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

GROUPING OF MORE THAN ONE. THEE MAY DOCOUR.
TO PREVENT ROOT SMOTHERING, SOOL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE PLACED OR STORED WITHIN THE DRIP LINE OR WITHIN 15 FERT OF A TREE TRUMK, WHICHEVER IS GREATER, AND FENDING MATERIAL SHALL BEST AT THE DRIP LINE OF 15 FEET FROM TREE TRUMK, WHICHEVER IS GREATER, AND

MAINTAINED IN AN UPRIGHT POSTON THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.
FENCING MATERIA, SHALL BE BRIGHT, CONTRASTING COLOR, DURABLE, AND A MINIMUM OF FOUR FEET IN HEIGHT.
TREE ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE.
WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHAPP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING.

Wheth NOT OUT THAN SO MANDIABLE, A LEBRISHARD TO SHALL BE HOWED TO NOT OUT SHOULD HAVE AN ARROY OF THE ARROY COVERED IMMEDIATELY TO PREVENT DEHYDRATION, ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR WHEN ROOT CUTTING IS UNAVIOLABLE, A CLEAN SHARP OF UT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER PASSIBLE, ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUILD OPENING, DURING DORMANCY PERIOD. EXPOSED POOTS SHALL BE COVERED IMMEDIATELY PO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL, OR BUFLAP. AND KEPT MOST WATERING OF PROTECTED TERES IN WHICH ROOTS. WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR. ANY GRABE CHANGES (SUCH AS THE REMOVAL OF TOPSOIL OR ADDITION OF FILL MATERIAL) WITHIN THE DRIP LINE

SHOULD EE AVOIDED FOR EXISTING TREES TO REMAIN. RETAINING WALLS AND TREE WELLS ARE ACCEPTABLE ONLY

TREE PROTECTION AREA SIGN ROOT PROTECTIONZONE VARIES PER TREESIZE

2X CONTAINER

1. BROKEN OR CRUMBLING ROOT-BALLS WILL BE REJECTED.
2. CARE SHOULD BE TAKEN NO TO DAMAGE THE SHRUB OR ROOT-BALL WHEN REMOVING IT

FROM ITS CONTAINER.

3. ALL JUNIPERS SHOULD BE PLANTED SO THE TOP OF THE ROOT-BALL OCCURS ABOVE THE FINISH GRADE OF THE MULCH LAYER.

4. DIG PLANT PIT TWICE AS WIDE AND AS HIGH AS THE CONTAINER.

5. PRUNE ALL DEAD OR DAMAGED WOOD PRIOR TO PLANTING, DO NOT PRUNE MORE THAN 20%

FROM ITS CONTAINER

SHRUB PLANTING

SPECIFIED MULCH, REFER TO MATERIAL SCHEDULE, SHEET

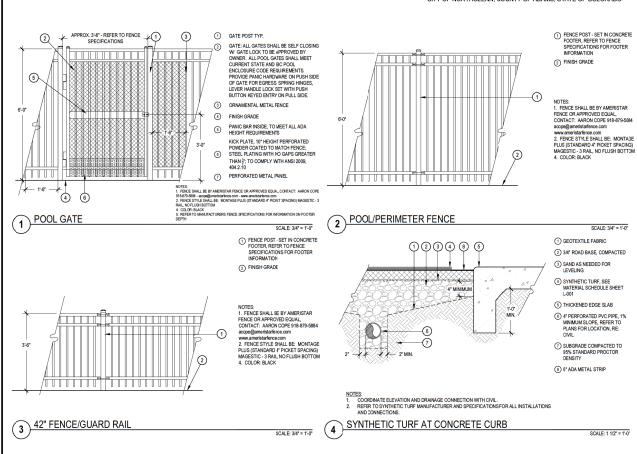
② AMENDED PLANTING BED

(3) CENTER OF PLANT

TREE PROTECTION

10691 MELODY DRIVE

LOCATED IN THE WEST ¹/₂ OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO





HEADWATERS

PROJECT: HEADWATERS ACTIVE ADULT LIVING 10691 MELODY DR NORTHGLENN, CO

PREPARED FOR: HG AA NORTHGLENN, LLC 288 CLAYTON STREET, SUITE 307 DENVER, CO 80206

DESIGN MANAGER: JEFF HOFFMAN T: (312) 617-5739

|Kimley»Horn

SANTULAN ARCHITECTURE

SANTULAN ARCHITECTURE 3457 RINGSBY COURT, UNIT 209 DENVER, CO 80216 T: (303) 825-2595

 \mathcal{I} NORRIS DESIGN

NORRIS DESIGN LANDSCAPE ARCHITECT 1101 BANNOCK STREET DENVER, CO 80204 T: (303) 892-1166

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SITE PLAN SUBNITIAL 01 2.10.202 SITE PLAN SUBNITIAL 02 4.14.202

H PROJECT NO: 196563001

SHEET TITLE

DETAILS

10691 MELODY DRIVE

LOCATED IN THE WEST ½ OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68
WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO



KEYSTONE RIDGE

KEYSTONE RIDGE DESIGNS HARMONY LITTER RECEPTACLE COLOR: MATTE BLACK (OR APPROVED EQUAL)



MANUFACTURER: KEYSTONE RIDGE DESIGNS PRODUCT: SONANCE MODEL #: SNO1-3 COLOR: MATTE BLACK

NOTE EACH BIKE RACK HOLDS 2 BIKES, 1 PER EACH SIDE. INSTALL PER MANUFACTURER'S SPECFICATION.

1 TRASH RECEPTACLE

KEYSTONE RIDGE DESIGNS (OR APPROVED EQUAL)

PRODUCT: RB26 DESCRIPTION: ROBINSON BENCH SIZE: 72" LENGTH, 242" WIDTH, 3176" MATERIALS: POLYESTER POWDER COATED CAST ALUMNUM, LPE HARDWOOD SLATS

SURFACE MOUNT; TO CONCRETE, OR REFER TO 6/LD3 WHEN MOUNTING IN CRUSHER FINES http://www.keystoneridgedesigns.com/products/ProductDetail.asp?prodid=1750

MANUFACTURER'S SPECIFICATIONS

(3) BENCH

PROJECT: HEADWATERS ACTIVE ADULT LIVING 10691 MELODY DR NORTHGLENN, CO

PREPARED FOR: HG AA NORTHGLENN, LLC 288 CLAYTON SIREET, SUITE 307 DENVER, CO 80206

HEADWATERS

DESIGN MANAGER: JEFF HOFFMAN T: (312) 617-5739

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PRELIMINARY FOR REVIEW ONLY NOT FOR CONSTRUCTION Kimlev»Horn

SITE PLAN SUBNITIAL 01 2.10.2023 SITE PLAN SUBNITIAL 02 4.14.2023

H PROJECT NO: 196563001

SHEET TITLE

DETAILS



LOCATED IN THE WEST ½ OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

IRRIGATION GENERAL NOTES

- THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL THE IMPROVEMENTS SHOWN ON
- THE CONTRACTOR SHALL COORDINATE AS NECESSARY WITH THE GENERAL CONTRACTOR AND OWNER'S REPRESENTATIVE FOR SUCCESSFUL COMPLETION OF THIS WORK.
- ALL IRRIGATION FOLIPPEMENT IS TO BE AS SPECIFIED OR APPROVED FOLIAL PER THE DISCRETION OF THE OWNER'S REPRESENTATIVE ALL INICIANI ON EQUIPMENT IS 10 BE AS SPECIATED OR APPROVED EQUIPMENT BE USECULION OF THE OWNERS NEW SEASON AND THE CONTRACT OR ASSUMES ALL LIBRILITY ASSOCIATED WITH THE MODIFICATION OF THE RINGARDIAN STSTEM DESIGN NITHOUT NOTE YEAR THE OWNER'S REPRESENTATIVE.
 IT IS THE CONTRACTOR'S RESPONSEBILITY TO CONDUCT A THOROUGH SITE INSPECTION AND REVIEW OF THE PROJECT.
- I TAS THE CONTROLLORS ARE SANDABILITY TO COMODULY A PRODUCTION BY IS RESERVED. THE PROJECT OF TH DOCUMENTS AND THE EXISTING CONDITIONS ON SITE, IT IS THEIR RESPONSIBILITY TO CONTACT THE OWNER'S REPRESENTATIVE
- IMMEDIATELY.

 THE CONTRACTOR MUST VERIFY THE LOCATION OF ALL PUBLIC AND PRIVATE UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION, IF
 THE CONTRACTOR FAILS TO DO SO AND DAMAGES ANY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL PAY FOR ANY REPAIR WORK ASSOCIATED WITH SAID DAMAGES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE AFFOLIATE VERTICAL AND HORIZONTAL SEPARATION RETWEEN ALL IRRIGATION DISTRIBUTION LINES AND ALL UTILITIES (EXISTING OR PROPOSED), CONDUIT, STORM WATER COMPONENTS, DRAINS, ETC.
 THE CONTRACTOR SHALL CONFORM TO ALLLOCAL AND STATE REGULATIONS AND INSTALL THE IRRIGATION SYSTEM AND ITS
- COMPONENTS PER MANUFACTURER'S SPECIFICATIONS. THE CONTRACTOR SHALL OBTAIN AND PROVIDE PAYMENT FOR ALL PERMITS
- REQUIRED BY ANY LOCAL AND STATE AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THIS SITE. THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND PAYING FOR CERTIFOCATION OF THE BACKFLOW RECVENTER BY A STATE CERTIFIED INSPECTIOR. THE CONTRACTOR SHALL REVOILE CERTIFICATES TO OWNERS REPRESENTATIVE PHORE TO PROJECT ACCEPTANCE
- ACCEPTANCE OF THIS DESIGN THAT ALL RRIGATION EQUIPMENT BE INSTALLED WITHIN LANDSCAPE AREAS AND WITHIN THE IT IS THE INTEREST OF THIS DESIGN THAT ALL RRIGATION EQUIPMENT BE INSTALLED WITHIN LANDSCAPE AREAS AND WITHIN THE PROJECT LIMITS. EQUIPMENT SHOWN OUTSIDE OF THESE LIMITS IS SHOWN FOR GRAPHIC CLARITY ONLY. IF THERE IS AQUESTION REGARADION THE COCATION OF ANY COMPONENT OF THERERISATION SYSTEM. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE OWNER'S REPRESENTATIVE IF THE CONTRACTOR NEGLECTS TO NOTIFY THE NECESSARY PARTIES. THE CONTRACTOR SHALL PAY FOR ANY REPLACEMENT OR MODIFICATION TO ENSURE PROPER LOCATION AND OPERATION OF THE IRRIGATION SYSTEM
- ALL IRRIGATION DISTRIBUTION LINES AND EQUIPMENT INCLUDING BUT NOT LIMITED TO, MAINLINE, LATERALS, SPRAY HEADS, DRIF EMITTERS SHALL BE KEPT A MINIMUM DISTANCE OF 6 AWAY FROM ALL BUILDING AND WALL FOUNDATIONS, OR AS STIPULATED IN THE GEOTECHNICAL REPORT, WHICHEVER IS REAGATER, EQUIPMENT MAY BE SHOWN IN THIS AREA FOR GRAPHIC CLARITY. COORDINATE ALL REQUIRED SETBACKS WITH OWNERS REPRESENTATIVE PRIOR TO START OF WORK.
- EACH VALVE SHALL BE INSTALLED IN A SEPARATE VALVE BOX AS DETAILED. ALL VALVE BOXES AND LIDS SHALL BE COMMERCIAL BACH YARVE STALLE IN MORELEE IN A SEPANCH OF A SEPANCH OF THE STALLED ALL YARVE BOARD SHOULD BE COMMERCIAL GRADE, PLASTIC WITH SEE LOCKING COVERS. LID COLOR TO BE GREEN. INSTALL FLUSH TO FINISH GRADE AND PER CONSTRUCTION DETAILS, DO NOT INSTALL IN PAVED AREAS OR IN BOTTOMS OF DRAINAGE SWALES/BASINS.
- CONTRACTOR SHALL INSTALL DETECTABLE MARKING TAFE OR #14g DIRECT BURY TRACER WIRE IN ALL PRESSURE MAINLINE OWI NOUTOR STANLING IN LILL BETEVERBLE MINORING THE OR IF HIS URKELL BOAT TRUCKS WHEN IN ALL PRESSAME MANUFACTURE. TRENCHES, SEE BERGATION DETAILS FOR MORE HIS MORATION.
 PLANT MATERIAL COCATIONS TAKE PRECEDENCE OVER ROUTING OF RRIGATION PPINS COORDINATE INSTALLATION OF RRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE JUANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
- THE CONTRACTOR SHALL MARK THE LOCATION OF THE MINLINE. CONTROL VALVES, GATE VALVES AND HEAD LAYOUT OF A
- REPRESENTATIVE SPRAY ZONE. SCHEDULE A REVIEW WITH THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. NSTALL SCH. 40 BALL WITH OPERATIONAL INDICATOR AT ENDS OF ALL DRIP LATERALS AS DETAILED. FLUSH ALL LATERALS THOROUGH. Y BEFORE INSTALLING BUTTERS AND BUBBLERS.
- 16. CONTRACTOR SHALL FINE TUNE AND ADJUST NOZZLE DIFECTION AND RADIUS TO REDUCE OVERSPRAY ONTO PAVING OR HARD
- CONTRACTOR SHALL INSTALL A QUICK COUPLER IN 10" VALVE BOX AT THE END OF ALL BRANCHES OF THE MAINLINE, OR AS SHOWN
- ON PLANS. FOR WINTERIZATION AND FLUSHING OF MAINLINE.
- OFFICIALS, FOR WINI ENZIFICATION AND FLUSTING OF MAINTAIN.

 THE CONTRACTOR SHALL PERFORM PRESSURE EST ON ALL MAINLINES. CONTRACTOR SHALL PRESSUREZE MAINLINES TO 120 PSI AND MAINTAIN PRESSURE AT 120 PSI FOR A MINIMAM CONTINUOUS PERFOR OF TWO Q1 HOURS TO ACHIEVE FINAL ACCEPTANCE.

 THIS IRRIGATION SYSTEMHAS BEEN DESIGNED TO OFFIRATE OURING A THREE(9) NIGHT PER WEEK, SXTEEN(16) HOURS PER NIGHT WATERING WINDOW. DRY PRIGATION ZONES MAY 8E ALLOWED TO RIN ON A SEPARATE SOFFEDUE FROM THIS WATER WINDOW.
- DEPENDING JURISDICTION. LANDSCAPE ESTABLISHMENT WILL REQUIRE INCREASED IRRIGATION WATER FOR DURATION OF THE ESTABLISHMENT PERIOD AND MAY REQUIRE TWICE THE AMOUNT OF WATER AS ESTABLISHED PLANT MATERIAL. THE CONTRACTOR SHALL COORDINATE WATERING SCHEDULES AND APPLICATION RATES WITH THE OWNER'S REPRESENTATIVE PRIOR TO FINAL
- AUGLEFUNICE: ASSESS ON THE FOLLOWING PROJECTED PEAK SEASON WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND VARIABLE WEATHER CONDITIONS.

 ** FESCUEBLISHEG

- TREE, SHUB, AND PERENNIA, PLANT MATERIAL LAY SPEAN'S
 TREE, SHUB, AND PERENNIA, PLANT MATERIAL LAY SPEAN'S
 NATIVE DROUGHT TO LERANT SEED MIX. 07.5° PER WEEK PEAK SEASON
 NATIVE DROUGHT TO LERANT SEED MIX. 07.5° PER WEEK PEAK SEASON
 NET CONTRACTOR SHALL PROVIDE A SEASONAL MAINTENANCE SCHEDULE WHICH SHALL BEGIN ON APRIL 15TH AND END ON
 OCTOBER 15TH TO ENSURE THE EFFICIENCY AND LONGOUTH OF THE IRROGRATION SYSTEM. THE MAINTENANCE SCHEDULE SHALL
- INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING LIST OF BEST MANAGEMENT PRACTICES:
- CHECK HEADS FOR COVERAGE AND LEAKAGE.
 CHECK HEADS FOR COVERAGE AND LEAKAGE.
 CHECK CONTROLLER PROGRAMMING AND ADJUST FOR SEASONAL CHANGES AS NECESSARY.
- VERIFY THAT THE WATER SLIPPLY AND PRESSURE ARE AS STATED IN THE DESIGN.
- VENDT: ITAL I THE WHICH SUPPLY AND PRESSURE ARE AS STATED IN THE DESIGN. CERTEY THE BROCKFOW PREVIYITION DEVICE AND DIBMIT TEST RESULTS TO THE PROPERTY MANAGER. PERIODICALLY VERRY THE THE SENSORS IN THE IRRIGATION SYSTEM ARE OPERATING CORRECTLY. WINTERIZATION AND SPRING STATE UP PROCEDURES.

IRRIGATION POINT OF CONNECTION NOTES

- POINT OF CONNECTION: THERE IS ONE (1) POINT OF CONNECTION ON THIS PROJECT POC #1 · 1* DEDICATED IRRIGATION WATER METER LOCATED ON MELODY DRIVE - SEE PLANS
- ***. I DECOMED INFORMATION WATER METER LOCATED ON MELOUT PRIVE-SEE POINS.

 CONTRACTOR IS TO LOCATE AND CONNECT DOWNSTREAM OF THE DEDICATED POTABLE IRRIGATION WATER METER (PROVIDED BY OTHERS) WITH TYPE K COPPER AT A DEPTH OF 48" OR PER LOCAL CODE, WHICHEVER IS GREATER, EXTEND COPPER TO BACKELOW PREVENTION LINIT EXTEND COPPER TUBING MINIMUM 30° HORIZONTAL FROM BACKELOW PREVENTER AND INSTALL BALPF LOW PREVENTION UNIT. EX IEND CUPPER I CHIRKS MINIMAND 3F HARECONTAL FROM BACKFLOW PREVENTER AND INSTALL ONE MANNEL DRAIN, TRANSITION FOR A DIE EXTEND LOSS 250 PPC MANNEL TO GATE VALVE, MASTER YALVE, FLOW SENSOR 1, QUICK COPPER, AND EXTEND MANILINE TO VALVES AS SHOWN.
 ALL PIPINE RROWN THE DEDICATE RIREGISTON POTABLE METER THROUGH DRAIN VALVE DOWNSTREAM OF THE BACKFLOW
- PREVENTION UNIT SHALL BE THE SAME SIZE AS THE METER UNLESS OTHERWISE NOTED
- THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES, OBTAIN AND PROVIDE PAYMENT FOR ALL PERMITS ASSOCIATED WITH THIS WORK. FINAL LOCATION OF BACKFLOW PREVENTION UNIT SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE
- CONTROLLER LOCATION: THERE IS ONE (1) CONTROLLER ON THIS PROJECT
- CONTROLLER A: WALL MOUNTED CONTROLLER OF A FIGURE AS THE PROJECT.
 CONTROLLER A: WALL MOUNTED CONTROLLER LOCATED EAST SIDE OF BUILDING, FACING MELODY DRIVE SEE PLANS.
 CONTROLLER SHALL BE PROGRAMMED TO RUN MULTIPLE VALVES AT ONE TIME WITH A MAXIMUM TOTAL OF 18 GPM.
- CONTROLLER TO BE MOUNTED PER DETAILS AND MANUFACTURER'S SPECIFICATIONS.
- CONTRACTOR TO GENORING PER CHELL AND EXPRESS MEMBES HAVE A SPECIAL TO SELECT A CONTRACTOR T
- RAINFREZZE SENSOR: MOUNT THE RAIN SENSOR ON BUILDING EAVE IN PROXIMITY TO THE CONTROLLER. THE SENSOR SHALL BE MOUNTED IN A LOCATION IN FULL SUM AND OPEN TO RAINFALL SENSOR SHALL BE NO MORE THAN 20° FROM WRELESS RECEIVER MOUNT WIRELESS RECEIVER ON OR ADJACENT TO THE RIRICATION CONTROLLER.
- SYSTEM PRESSURE: THE SYSTEM HAS BEEN DESIGNED PER THE FOLLOWING SPECIFICATIONS: REQUIRED MINIMUM STATIC
- PRESSURE OF 65 PSI AND MAXIMUM SAFE VELOCITY OF 5 FPS IN ANY PVC PIPE AND 7.5 FPS IN ANY EVC.

 PER (WATER PURVEYORICITY WATER) THE STATIC PRESSURE ON SITE IS APPROXIMATELY TBO.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE PRESSURE IN THE FIELD AT THE POINT OF CONNECTION REFORE THE CONTROLLOR IS RESPONDIBLE FOR YEAR THIS THE PRESSURE IN THE FILE AT THE FORTING POWER THAN THE CONTROLLOR OF CONTROLLOR OF THE PRESSURE THE PRESSURE IN THE FILE AT THE FORTING PARKET THE DESIGN PRESSURE OF THE SYSTEM AND THE MEASURED PRESSURED PRESSURE OF THE SYSTEM AND THE MEASURED PRESSURED PRESSURED FOR THE CONTRACTOR ASSUMES ALL LIBBLITY AND COST SOSIOLATED WITH THE PRESSURED FOR THE CONTRACTOR ASSUMES ALL LIBBLITY AND COST SOSIOLATED WITH SYSTEM NODIFICATIONS TO ACCOMMODATE THE ACTUAL PRESSURE.
- FLOW SENSOR: SENSOR REQUIRES A MINIMUM FLOW FOR PROPER REAJINGS. MULTIPLE ZONES MAY BE REQUIRED TO RUN SIMULTANEOUSLY TO ACHIEVE THE MINIMUM FLOWS REQUIRED. CONTRACTOR TO SET 'K' VALUES PER MANUFACTURER.
- FLOW SENSOR REQUIRES A MINIMUM FLOW OF 0.22 GPM.
- COMMUNICATION: IT IS RECOMMENDED THAT THE IRRIGATION CONTROLLER SE CONNECTED TO A WATER MANAGEMENT CONTROL SOFTWARE FOR OPTIMUM FUNCTION OF THE IRRIGATION SYSTEM. COORDINATE WITH OWNERS REPRESENTATIVE AND CONTACT THE LOCAL CONTRICLER MANUFACTURER REPRESENTATIVE OR AUTHORIZED VENDOR PRIOR TO ORDERING CONTROLLER FOR COMMUNICATION AND CONNECTIVITY OPTIONS.

CONVENTIONAL WIRE NOTES

- GROUNDING FOR THE IRRIGATION CONTROLLER SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AND PER THE AMERICAN SOCIETY OF IRRIGATION CONSULTANTS GUIDELINE 100-2002 FOR FARTH GROUNDING ELECTRONIC FOLLIPMENT IN IRRIGATION SYSTEMS FOUND AT www.asic.org/Design_Guides.aspx. FOR TECHNICAL SUPPORT REGARDING THE IRRIGATION CONTROLLER OR GROUNDING PLEASE CONTACT THE MANUFACTURER.
- NEW CONTROLLER WIRE SHALL BE 14GA MIN. UL APPROVED WIRE. CONTRACTOR SHALL VERIFY EXISTING CONNECTIONS AND USE LIL APPROVED WIRE STRIPPER AND 3M DRY WATERPROOF CONNECTIONS AT ALL NEW SPLICES AND CONNECTION POINTS. CONTRACTOR TO INSTALL RED ELECTRIC MARKING TAPE WITH CONTROLLER WIRE THAT IS NOT WITH MAINLINE. WIRES SHALL BE BUNDLED TOGETHER BY BLACK ELECTRICAL TAPE EVERY 10 L.F.
- CONTRACTOR SHALL HAVE 30" OF SPARE CONTROL WIRE PRESENT AT ALL SPLICE POINTS. SPARE WIRE SHALL BE COILED IN A NEAT AND ORDERLY FASHION AT EACH SLICE POINT.
- CONTRACTOR SHALL EXTEND TWO (2) SPARE CONTROL WIRES, AND ONE (1) SPARE COMMON WIRE AT THE END OF THE MAINLINE CONTRACTOR SHALL INSTALL ONE (1) WIRE PULL BOX AT EACH END OF THE MAINLINE.

SLEEVING COORDINATION NOTES

- INSTALLATION OF IRRIGATION SLEEVING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR, THE GENERAL CONTRACTOR SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR FOR LOCATION AND SIZING OF SLEEVES PRIOR TO THE START OF CONSTRUCTION
- SLEEVES SHALL BE INSTALLED PRIOR TO THE START OF PAVING OPERATIONS.
- THE CONTRACTOR SHALL SLEEVE ALL IRRIGATION DISTRIBUTION LINES, VALVE CONTROL WIRES AND COMMUNICATION WIRES UNDER ALL PAVED SURFACES, WALL FOOTERS, DRAINAGE CHANNELS, INLETS, CATCH BASINS, ETC.
- ALL SLEEVES SHALL EXTEND A MINIMUM OF 12" BEYOND EDGE OF ALL OBSTRUCTIONS. NO TEES, ELLS OR OTHER TURNS IN PIPING SHALL BE LOCATED UNDER ANY OBSTRUCTIONS.
- EACH PIPE SHALL BE IN A SEPARATE SLEEVE. WIRES SHALL BE IN A SEPARATE PIPE LINDER ALL PAVED SURFACES.
- SLEEVING SHALL BE INSTALLED PER THE SIZES AND QUANTITIES SHOWN ON THE PLANS BASED ON THE CHART BELOW REQUIRED SLEEVE SIZE
- MAINLINE PIPNG LATERAL PIPING

2X NOMINAL DIAMETER OF LATERAL CONTROL WIRES 2" CLASS 200 PVC

SYMBOL	DESCRIPTION	MODEL NO.	D	
2		DESCRIPTION		D SHEET
M	IRRIGATION SERVICE	1" DEDICATED IRRIGATION METER SHOWN FOR REFERENCE ONLY - REFER TO CIVILWATER/UTILITY PLANS		NA
	LINE / METER			
C	IRRIGATION	HUNTER HCC-800-SS + WIFI-EXT-KIT + ICM-400 120VAC POWER REQUIRED - SEE PLANS FOR LOCATION		22
	CONTROLLER			22
•	RAIN	HUNTER RAIN CLIK	2	22
•	SENSOR REFER TO CONTROLLER NOTES			22
	BACKFLOW	FEBCO 1" 825YA AND GUARD SHACK GS-1 LIFT OFF ENCLOSURE	3/4	22
	PREVENTER	WITH FROSTGUARD BLANKET, POWDER COATED FOREST GREEN	3/4	
_	MANUAL DESIGNATION OF	MATCO-NORCA 1/2" 201X	5	22
®	MANUAL DRAIN VALVE	INSTALLED IN AEP 910L-1G2G VALVE BOX		22
@	QUICK	HUNTER HQ-44LRC	2	
0	COUPLER	INSTALLED IN AEP 910L-1G2G VALVE BOX		23
	MASTER VALVE	HUNTER IBV-101G		22
(0)		WITH SHIELDED COMMUNICATION CABLE BACK TO CONTROLLER.	6	
_		INSTALLED IN AEP 1015-1G2G VALVE BOX	1	
		FLOMEC QS200-10	-	
FS	FLOW SENSOR	WITH SHIELDED COMMUNICATION CABLE BACK TO CONTROLLER.	1	23
		INSTALLED IN AEP 1015-1G2G VALVE BOX		
	ISOLATION GATE	MATCO-NORCA 514TX	3	
H	VALVE	MATCH LINE SIZE. INSTALLED IN AEP 910L-1G2G VALVE BOX		23
		HUNTER ICZ-101-LF		
Φ	DRIP VALVE	WITH SCH 40 BALL VALVE, INSTALLED IN AEP 1320-1G2G VALVE BOX.		23
	ASSEMBLY	SIZED PER PLAN		20
		CLASS 200 PVC	1	
	SLEEVING	REFER TO SLEEVING NOTES		24
	PVC	CLASS 200 PVC BE		
	MAINLINE	SIZE: 1-1/2* UNLESS OTHERWISE NOTED	2	24
	DRIP	UV RESISTANT POLYETHYLENE		
	LATERAL	SIZE: 3/4" MINIMUM UNLESS OTHERWISE NOTED	2	24
	FLUSH END	HOSE END FLUSH CAP & OPERATIONAL INDICATOR		
	CAP	INSTALLED IN AEP 910L-1G2G VALVE BOX	6	24
	0.4	THO TICLES HAVE THE TOPO THE PERSON		

	CAP INST	ALLED IN AEP 910L-1G2G V	ALVE BOX		0 24				
V	ALVE CALLOUT	EMITTER SCHEDULE							
	VALVE/STATION NUMBER	PLANT TYPE	EMITTER	QTY.	TOTAL GPH				
//	ZONE DESIGNATION: S (SHRUB BED)	PERENNIAL / GRASSES	0.5 GPH	TWO EACH	1.0 GPH				
X-X		DECIDUOUS SHRUBS	1.0 GPH	TWO EACH	2.0 GPH				
X" XX		EVERGREEN SHRUBS	1.0 GPH	TWO EACH	2.0 GPH				
$\overline{}$	VALVE FLOW: (GPM)	DECIDUOUS TREE	1.0 GPH	EIGHT EACH	8.0 GPH				
\	VALVE SIZE	EVERGREEN TREE	1.0 GPH	EIGHT EACH	8.0 GPH				
ENITTED NOTES									

EMITTER NOTES

ALL PLANT MATERIAL SHALL BE IRRIGATED WITH RAIN BIRD XB SERIES PRESSURE COMPENSATING EMITTERS.

2. EMITTER SCHEDULE IS FOR REFERENCE ONLY. THE CONTRACTOR SHALL ADJUST EMITTER AND NUMBER OF EMITTERS BASED ON THE ZEMITTER SCHEDULE IS POR REPERENCE UNIT. THE CUT HAD ON SHALL ALJUST EMITTER AND NUMBER OF EM NEEDS OF INDIVIDUAL PLANTS OF PLANT HYDROZONES. 3. 14° DISTRIBUTION TUBING NOT TO EXCEED 8' IN LENGTH. 4. RAIN BRID DE GAZE DIFFLUSER BUG CAP AND TS 205.5 STAKE ON ALL 14° DISTRIBUTION TUBING EMISSION POINTS.

IRRIGATION SCHEDULE

REFER TO DRIP IRRIGATION DETAILS 3-6, SHEET 24



HEADWATERS

PROJECT: HEADWATERS ACTIVE ADULT LIVING 10691 MELODY DR NORTHGLENN, CO

PREPARED FOR: HG AA NORTHGLENN, LLC 288 CLAYTON STREET, SUITE 307 DENVER, CO 80206

DESIGN MANAGER: (312) 617-5739

|Kimley»Horn

SANTULAN

SANTULAN ARCHITECTURE 3457 RINGSBY COURT, UNIT 209 DENVER, CO 80216 F: (303) 825-2595



DESIGNED BY: RJF DRAWN BY: AND ATE: 04/14/2023



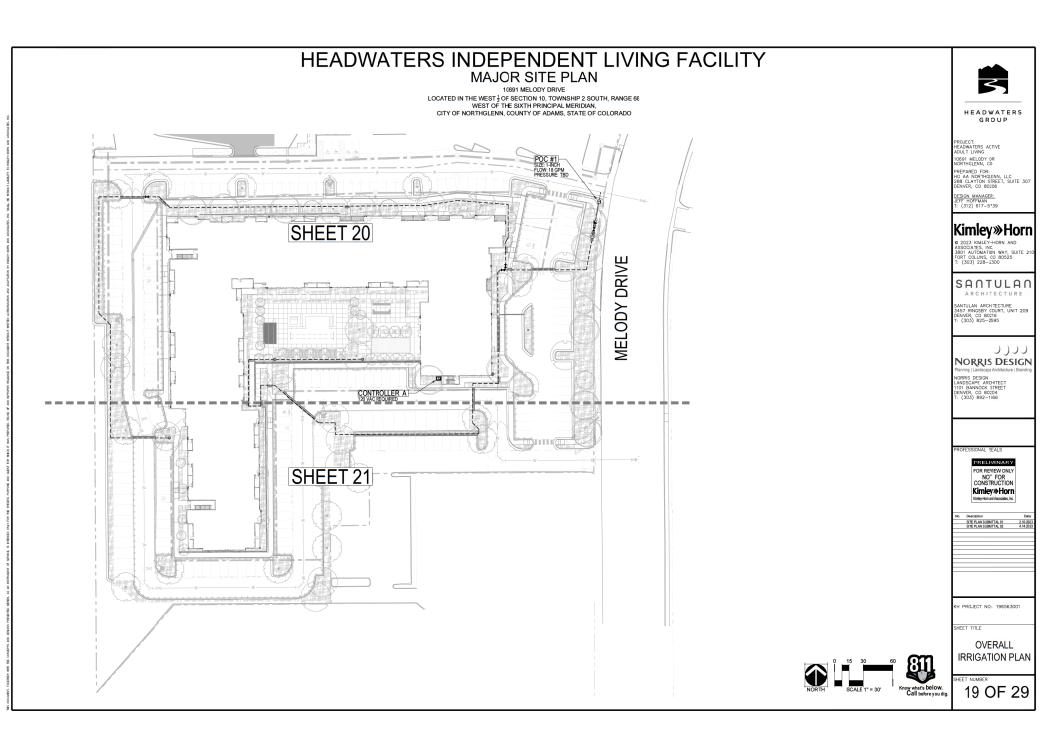
SITE PLAN SUBMITTAL 01 2.10.20 SITE PLAN SUBMITTAL 02 4.14.20

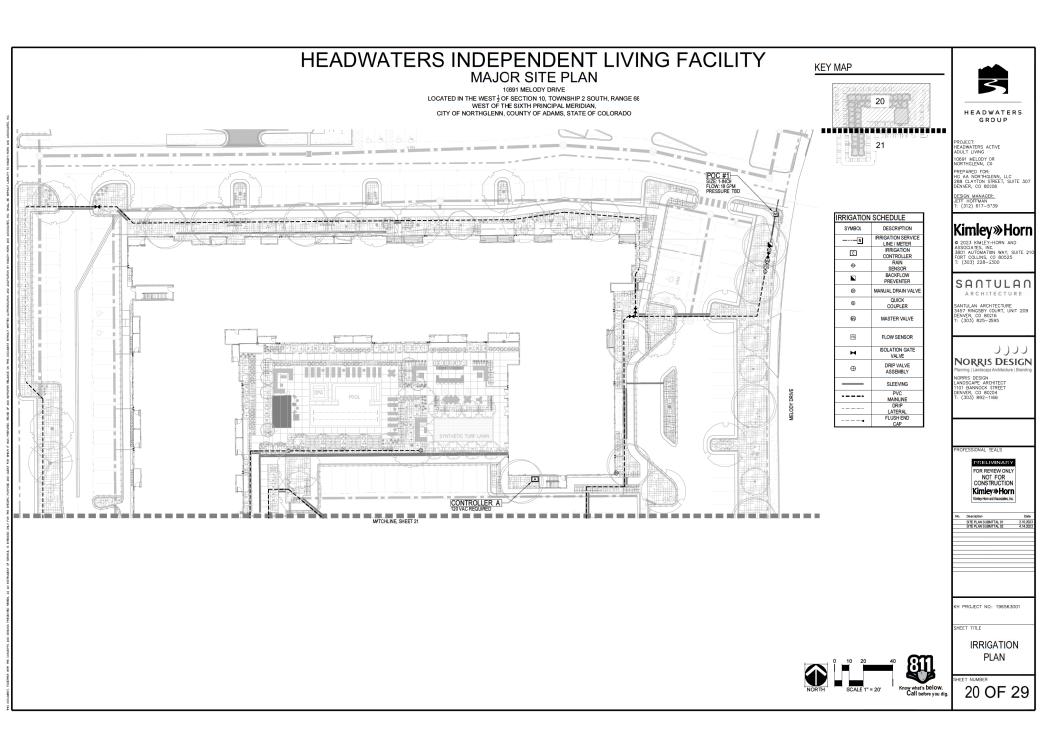
PROJECT NO: 196563001

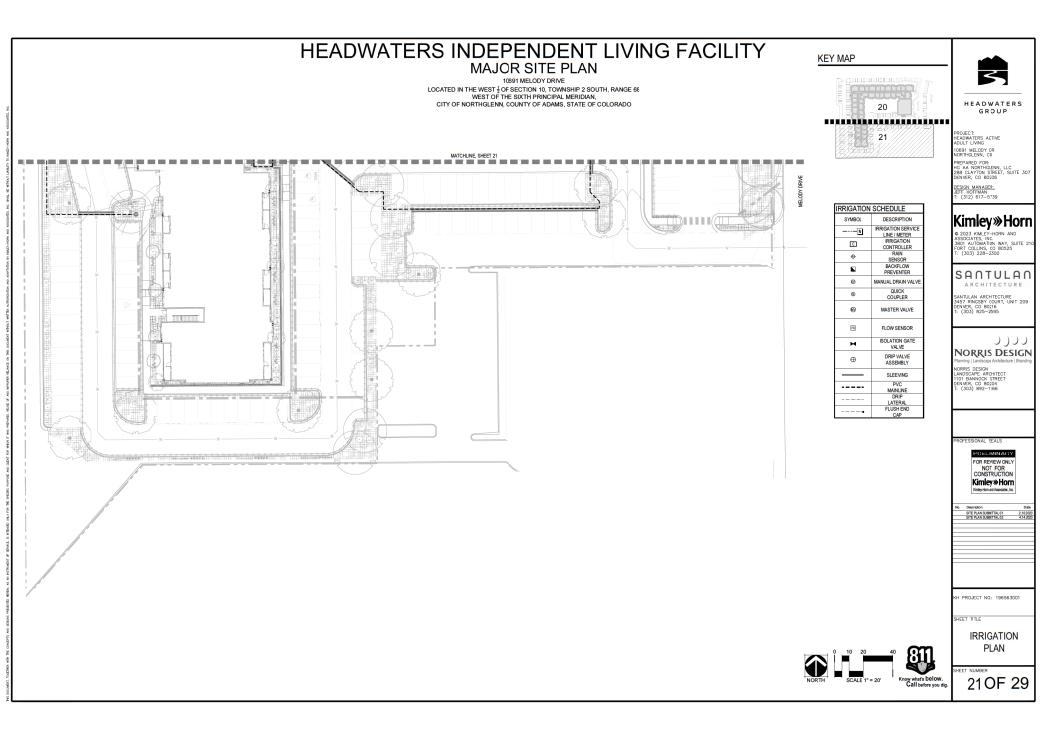
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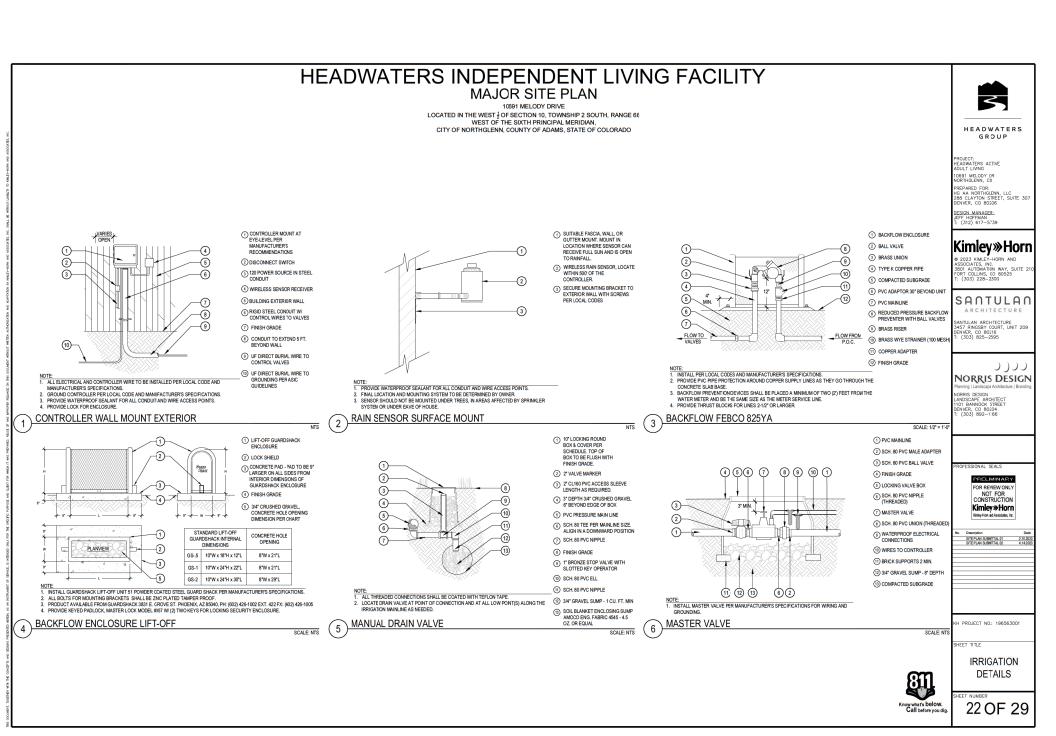
IRRIGATION NOTES











10691 MELODY DRIVE

LOCATED IN THE WEST ½ OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO



HEADWATERS GROUP

PROJECT: HEADWATERS ACTIVE ADULT LIVING 10691 MELODY ER NORTHGLENN, CO

PREPARED FOR: HG AA NORTHGIENN, LLC 288 CLAYTON STREET, SUITE 307 DENVER, CO 80206

DESIGN MANAGER: JEFF HOFFMAN T: (312) 617-5739

LOCKING ROUND BOX & COVER PER SCHEDULE. TOP OF BOX TO BE FLUSH WITH FINISH GRADE Kimley»Horn ② FINISH GRADE

3 8" SCH 40 PVC ACCESS SLEEVE LENGTH AS REQUIRED. GATE VALVE W/ CROSS HANDLE
AND SOLID WEDGE DISC PER

SCHEDULE

(5) 3/4" GRAVEL SUMP FILL IN AND AROUND BOX AS REQUIRED.

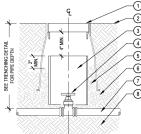
ANTULAN ARCHTECTURE 1457 RINGSBY COURT, UNIT 209 ENVER, CO 80216 : (303) 825-2595

SANTULAN

ARCHITECTURE

1)))) NORRIS DESIGN

LORRIS DESIGN
ANDSCAPE ARCHITECT
1101 BANNOCK STREET
DENVER, CO 80204
1: (303) 892-1166

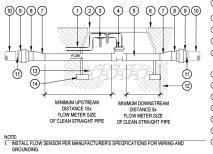


NOTE: 1. COMPACT SOIL AROUND GATE VALVE ASSEMBLY TO THE SAME DENSITY AS ADJACENT

1. COMPACT SOIL ARCOIND GATE VALVE ASSEMBLY TO THE SAME DENSITY AS ADJUNDISTURBED SUBGRADE.
2. DO NOT REST VALVE BOXOR ACCESS SLEEVES ON MAINLINE OR LATERAL LINE
3. PROVIDE GATE VALVE KEY - LENGTH AS REQUIRED.

GATE VALVE 2" AND SMALLER

6 3* DEPTH 3/4: GRAVEL EXTEND 6 BEYOND EDGE OF BOX 7 PVC MAINLINE (8) COMPACTED SUBGRADE



Drip valve to pvc connection Refer to legend for type of

FLOW

Drip valve to poly connection

Leve to poly

FLOW SENSOR

NOTES:

1. BUNDLE & TAPE WIRE EVERY 10 FT. SEAL

WIRE ENDS WITH WATERPROOF SPLICING MATERIAL. 30' MINIMUM LENGTH OF CONTROL WIRE

COILED AND PLACED IN BOX AT WATER PROOF CONNECTION TO SOLENOID. INSTALL DRIP CONTROL ZONE KIT PER MANUFACTURER'S SPECIFICATIONS FOR

DRIP CONTROL ZONE KIT

(2)

(3)

4

(5)

6

(2)LOCKING VALVE BOX 3 WATERPROOF ELECTRICAL CONNECTIONS 4 FLOW SENSOR PER SCHEDULE **5 DOWNSIZED MAINLINE** (6) FINISH GRADE

(7) SCH. 80 PVC ECCENTRIC COUPLING (S x S)- SIZE & QTY TO BE DETERMINED IN FIELD (SCH. 80 PVC NIPPLE (MPTxS)

(9) SCH. 80 PVC UNION (THREADED) 10 PVC MAINLINE

①WIRES TO CONTROLLER

(1)SCH. 80 PVC MALE ADAPTER (12)COMPACTED SUBGRADE (13)3/4" GRAVEL SUMP 8" DEPTH

(14) BRICK SUPPORTS 2 MIN

(8) ① WATERPROOF CONNECTORS

9 2 30" COIL OF WIRE MINIMUM. PLACED IN BOX.

(2) SCH. 80 PVC UNION

-(11) (4) PVC COUPLING (FPTxFPT)

(6) BRICK SUPPORT (4 MIN) 7 4" DEPTH GRAVEL SUMP VALVE BOX PER LEGEND,
 FLUSH TOP OF BOX W/ GRADE

(9) CONTROL VALVEPER LEGEND

WIRES FROM CONTROLLER

(10) SCH. 80 PVC BALL VALVE (11) CONTROL AND COMMON

① ⑤ PVC LATERAL

SCALE: NTS

AS ADJACENT UNDISTURBED SUB-GRADE.

ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE

NOTES:

1. EACH QUICK COUPLER SHALL BE IN A SEPARATE VALVE BOX.

2. PROVIDE (1) QUICK COUPLER KEY FOR EACH QUICK COUPLER VALVE.

3. QUICK COUPLER SHALL HAVE LOCKING RUBBER COVER. COLOR PER LEGEND.

COMPACT SOIL AROUND GATE VALVE ASSEMBLY TO THE SAME DENSITY

QUICK COUPLER

VALVE BOX; ALIGN EVENLY AND SPACE EVENLY FROM SIDEWALK, STRUCTURE, WALL, OR CURB

SCALE: NTS

② SIDEWALK OR PAVING

1 FINISH GRADE

SCHEDULE

6 PVC SWING JOINT

(7) PVC MAINLINE

2 10" ROUND BOX & COVER PER SCHEDULE, TOP OF BOX TO

3 QUICK COUPLING VALVE W/ LOCKING COVER PER

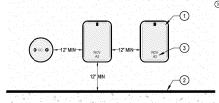
(4) SCH. 80 PVC RISER (T x T)

(5) 3" DEPTH 3/4" GRAVEL BASE EXTEND 6" BEYOND EDGE OF

(8) 24" LONG #4 REBAR TO HOLD

QUICK COUPLER IN PLACE W/
(2) STAINLESS STEEL CLAMPS

3 VALVE BOX LID BRANDED WITH CONTROLLER & STATION



:IOTE: 1. INSTALL ONLY ONE RCV TO VALVE BOX. LOCATE AT LEAST 12-INCHES FROM AND ALIGN WITH NEARBY WALLS OR EDGES OF PAVED AREAS. GROUP RCV ASSEMBLIES TOGETHER

2. GROUP RCV ASSEMBLIES TOGETHER WHERE PRACTICAL, BUT AVOID GROUPING MORE THAN

THREE (3) STANDARD VALVE BOXES TOGETHER IN A SERIES.
3. ARRANGE GROUPED VALVE BOXES IN RECTANGULAR PATTERNS.

VALVE BOX PLACEMENT

PRELIMINARY FOR REVIEW ONLY
NOT FOR
CONSTRUCTION Kimley»Horn

SITE PLAN SUBMITTAL 01 2.10.20 SITE PLAN SUBMITTAL 02 4.14.20

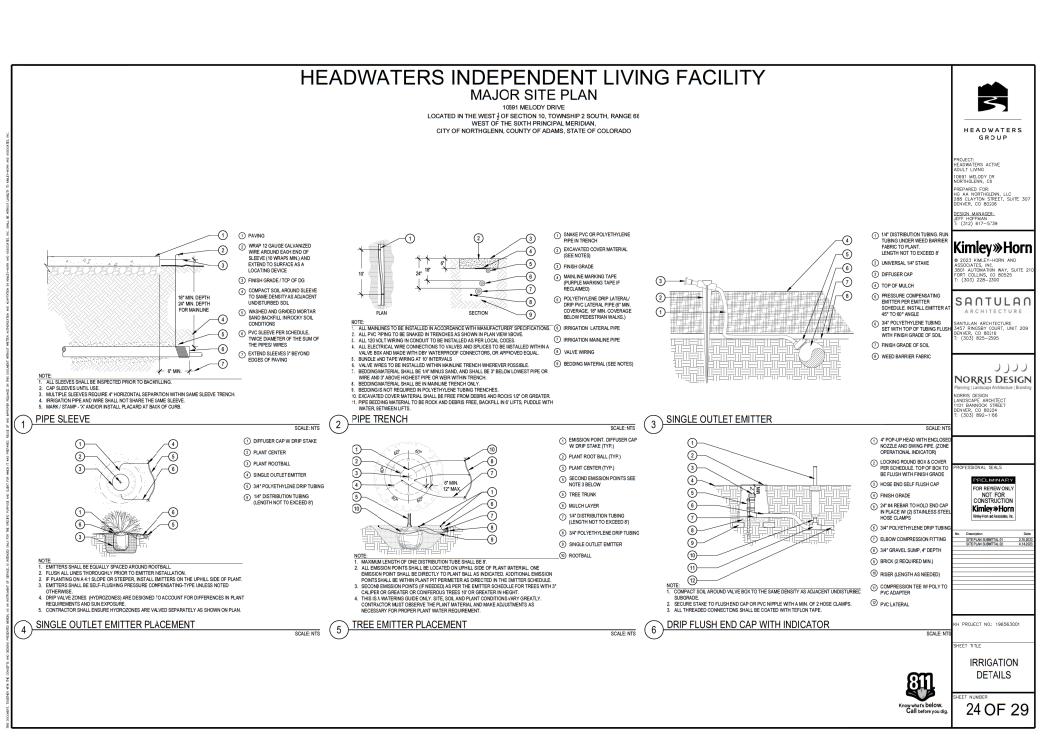
- PROJECT NO: 196563001

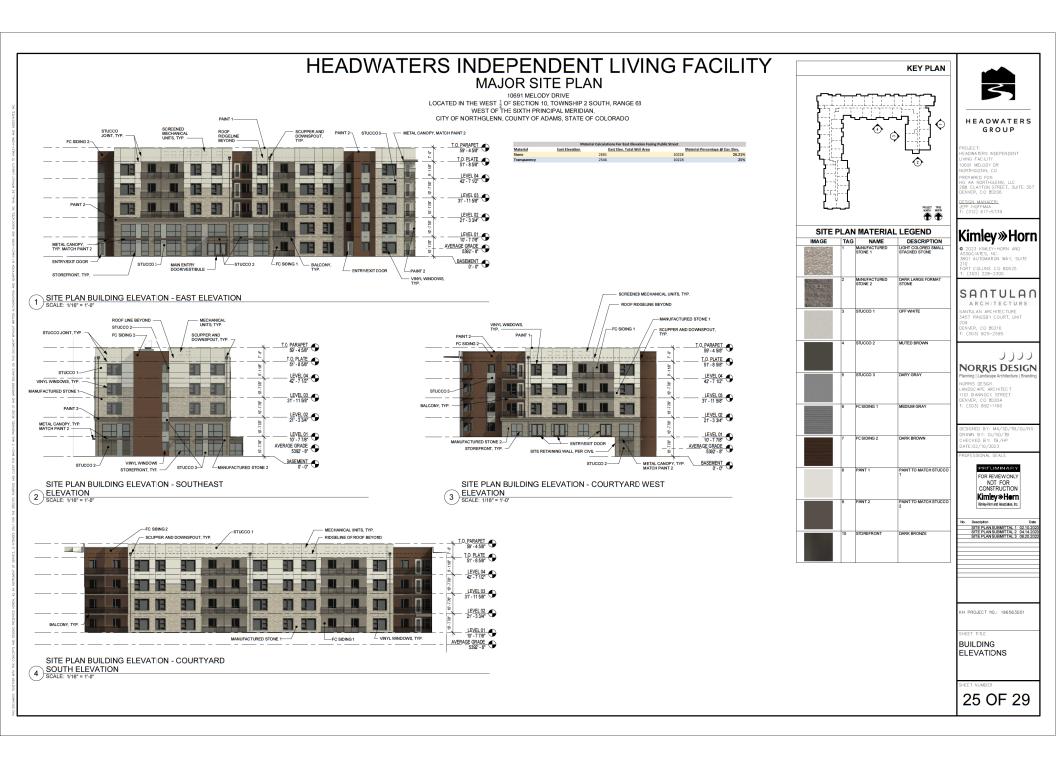
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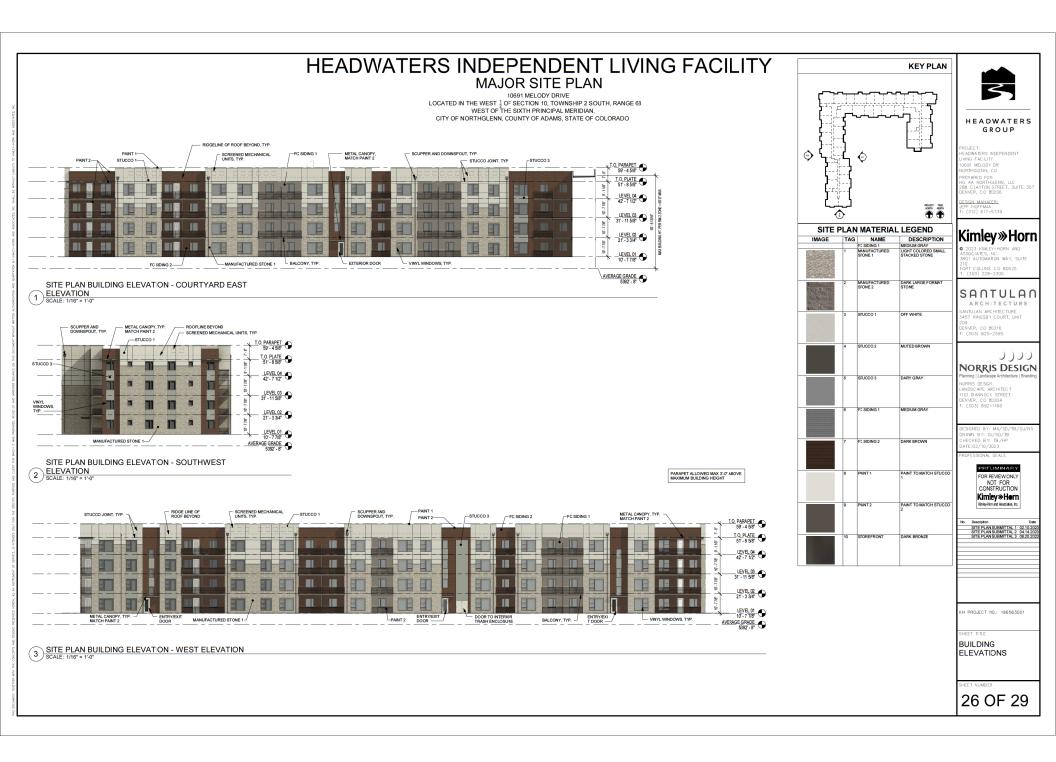
IRRIGATION **DETAILS**

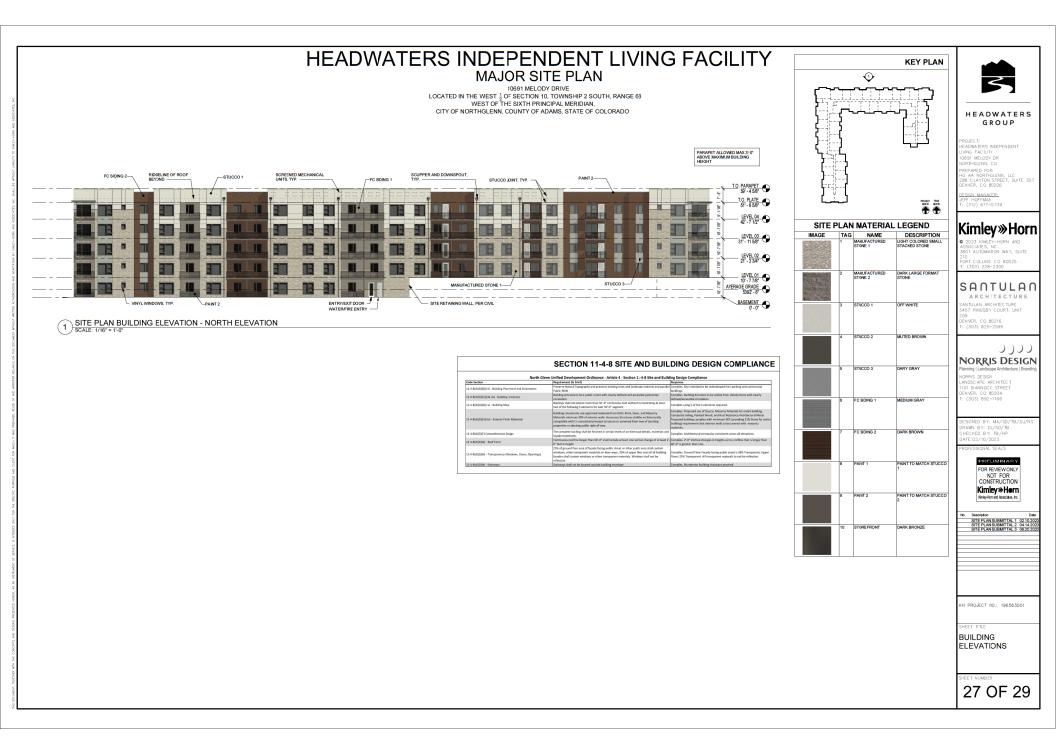


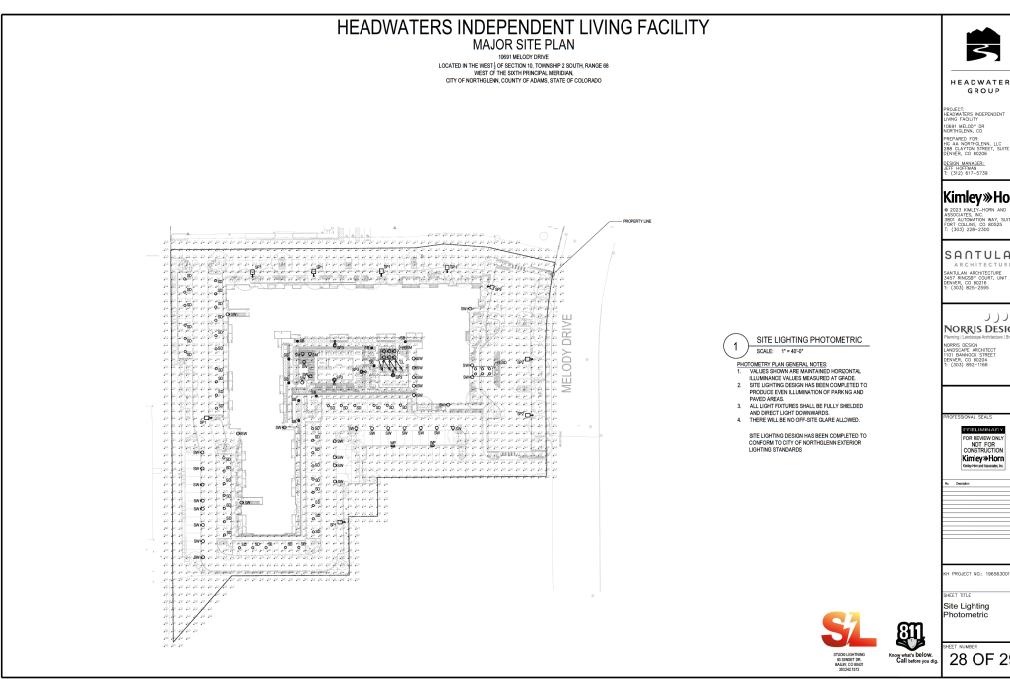














HEADWATERS GROUP

PROJECT: HEADWATERS INDEPENDENT LIVING FACILITY 10691 MELODY DR NORTHGLENN, CO PREPARED FOR: HG AA NORTH-GLENN, LLC 288 CLAYTON STREET, SUITE 307 DENVER, CO 80206

DESIGN MANAGER: JEFF HOFFMAN T: (312) 617-5739

|Kimley»Horn

SANTULAN

ARCHITECTURE SANTULAN ARCHITECTURE 3457 RINGSBY COURT, UNIT 209 DENVER, CO 80216 T: (303) 825-2595

1)))) NORRIS DESIGN

NORRIS DESIGN LANDSCAPE ARCHITECT 1101 BANNOCK STREET DENVER, CO 80204 T: (303) 892-1166

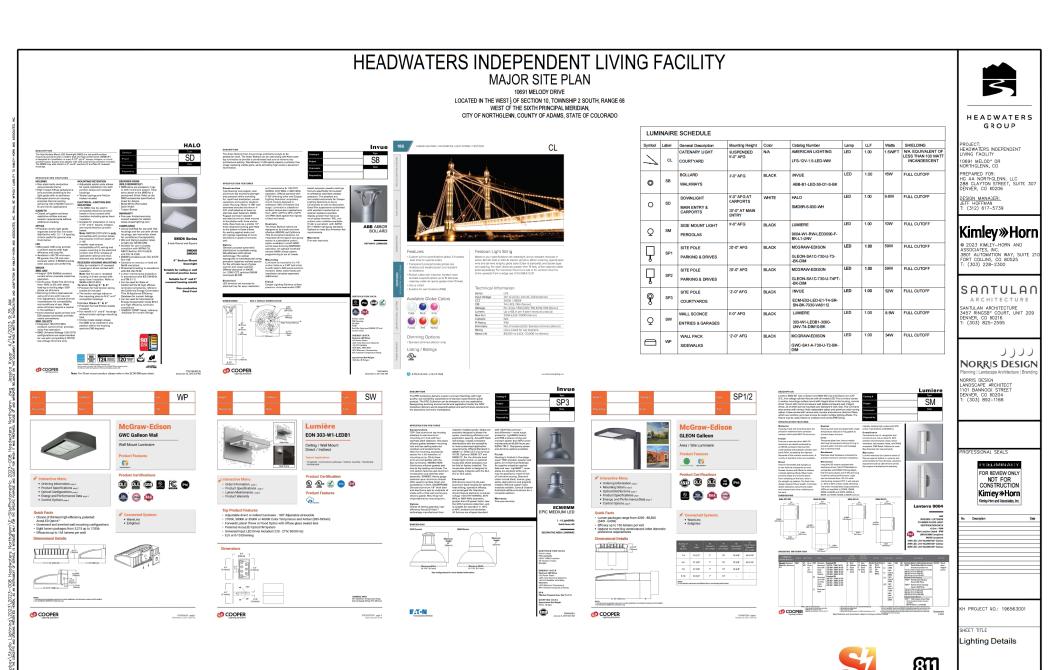


SHEET TITLE

Site Lighting Photometric

HEET NUMBER

28 OF 29



29 OF 29



Final Drainage Report Headwaters Independent Living Center Northglenn, CO

the existing inlet and storm sewer along the west side of Melody Drive. Off-site basins in the proposed condition generate a maximum runoff of 59.1 cfs in the major storm condition. The proposed off-site improvements associated with the development are not anticipated to have negative impacts to downstream infrastructure.

Per the Criteria, the WQCV itself shall be increased by 20% to account for sedimentation. Any proposed concept must have performance verified by third party testing such as the New Jersey Corporation for Advanced Technology (NJCAT), or equivalent testing, and must also meet Colorado Water Rights requirements of section 37-92-602(8), Colorado Revised Statutes (C.R.S.). The proposed private ADS underground detention system has been sized to provide the required WQCV and an additional 20% per the Criteria. Calculations for the required WQCV can be found in **Appendix C**.

The isolator row system utilized within the proposed private ADS MC-740 underground detention and water system primarily functions to capture total suspended solids and debris. A layer of ADS Plus fabric is placed between the chamber and the stone foundations. The fabric traps sediments as well as protects stone base during cleaning and maintenance. The Isolator Row PLUS is a verified filtration manufactured treatment device by the New Jersey Corporation for Advanced Testing (NJCAT) in accordance with NJDEP Filter Protocols. Refer to **Appendix A** for summary of testing.

SUMMARY

RELATION TO OFF-SITE CONDITIONS

Proposed drainage designs associated with the Project have been designed in accordance with applicable City of Northglenn Standards and Mile High Flood District Standards and are not anticipated to adversely affect the existing storm sewer facilities and downstream infrastructure. Off-Site conditions have been improved to direct flows to outfall into the existing storm system within Melody Drive.

SUMMARY OF PROPOSED IMPROVEMENTS

The proposed drainage improvements will collect runoff generated by the Site improvements using private roof drains, curb and gutter, drainage pans, and a private storm sewer network, to the proposed private underground detention system. Site drainage will discharge by private storm sewer into the existing storm sewer along Melody Drive at historic flow rates. The overall imperviousness of the Site will decrease from 94.3% to 81.1% with the proposed improvements.

FLOODPLAIN IMPACTS

The Site is located within FEMA FIRM panel number 08001C0313J, dated 12/2/21. This Site is currently mapped within Zone X (unshaded) areas outside of the 0.2% annual chance floodplain. There are no anticipated floodplain impacts.

STATE OR FEDERAL REGULATIONS

Proposed drainage designs associated with the Project have been designed in accordance with applicable State Regulations and are not anticipated to adversely affect the existing storm sewer facilities to where they discharge. No federal regulations have been applied to this design, as none are known to exist that are applicable.





COMPLIANCE WITH APPLICABLE REGULATIONS AND STANDARDS

Proposed drainage designs associated with the Project have been designed in accordance with applicable City of Northglenn Public Right-of-Way Standards and Specifications and Urban Drainage and Flood Control District Standards and are not anticipated to adversely affect the existing storm sewer facilities to where they discharge.

MAINTENANCE - UNDERGROUND DETENTION AND WATER QUALITY SYSTEM

JetVac maintenance is recommended if sediment has been collected to an average depth of 3" (76 mm) inside the Isolator Row Plus. More frequent maintenance may be required to maintain minimum flow rates through the Isolator Row Plus. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, a wave of suspended sediments is flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/ JetVac combination vehicles. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" (1143 mm) are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. The JetVac process shall only be performed on StormTech Rows that have ADS Plus fabric over the foundation stone. A Flamp (flared end ramp) is attached to the inlet pipe on the inside of the chamber end cap to provide a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance over time by distributing sediment and debris that would otherwise collect at the inlet. It also serves to improve the fluid and solid flow back into the inlet pipe during maintenance and cleaning, and to guide cleaning and inspection equipment back into the inlet pipe when complete.

REFERENCES

- 1. Public Right-of-Way Standards and Specifications, City of Northglenn, 2015 Edition.
- 2. <u>Urban Storm Drainage Criteria Manuals, Volumes 1-3, Mile High Flood District; latest revisions.</u>
- 3. <u>Flood Insurance Rate Map, Adams County, Colorado and Incorporated Areas, Map Number 08001C0313J</u>, Federal Emergency Management Agency (FEMA), Map Revised December 2, 2021.
- Soil Survey of Adams County Area, Colorado, Natural Resources Conservation Service (NRCS), 1975.
- 5. Wells Fargo Parking Improvements Final Drainage Letter, Kimley-Horn, February 8th, 2023
- 6. <u>National Wetlands Inventory Map</u>, Obtained from U.S. Fish and Wildlife Service's Wetlands Mapper Current Revision February 2023
- NOAA Precipitation Frequency Data Server, NOAA Atlas 14, Volume 8, Version, Obtained from NOAA's National Weather Service Hydrometeorological Design Studies Center server – Current revision dated February 2023

1.0 EXECUTIVE SUMMARY

The report has been prepared to document the results of a Traffic Impact Study for Headwaters Independent Living Facility proposed to be located along the west side of Melody Drive, north of 106th Avenue, and south of Kennedy Drive in Northglenn, Colorado. Headwaters Independent Living Facility is proposed to include 172 senior adult housing units. It is expected that Headwaters Independent Living Facility will be completed in the next couple of years; therefore, analysis was conducted for the 2025 short-term buildout horizon as well as the 2045 long-term twenty-year planning horizon.

The purpose of this traffic study is to identify project traffic generation characteristics to determine potential project traffic related impacts on the local street system and to develop the necessary mitigation measures required for the identified traffic impacts. The following intersections were incorporated into this traffic study in accordance with the City of Northglenn standards and requirements:

- Kennedy Drive & Huron Street (#1)
- Kennedy Drive & Melody Drive (#2)
- 104th Avenue & Melody Drive (#3)

In addition, two existing full movement accesses along the west side of Melody Drive (#4 & #5) to remain were evaluated.

Regional access to Headwaters Independent Living Facility will be provided by Interstate 25 (I-25) and US Highway 287 (US-287). Primary access will be provided by Huron Street, 104th Avenue, and Kennedy Drive. Direct access will be provided by two existing full movement accesses (#4 & #5) along the west side of Melody Drive.

Headwaters Independent Living Facility is expected to generate approximately 558 weekday daily trips, with 34 of these trips occurring during the morning peak hour and 43 of these trips occurring during the afternoon peak hour.

Based on the analysis presented in this report, Kimley-Horn believes Headwaters Independent Living Facility will be successfully incorporated into the existing and future roadway network. Analysis of the existing street network, the proposed project development, and expected traffic volumes resulted in the following conclusions and recommendations:

- With completion of the Headwaters Independent Living Facility project, access will be provided by two existing accesses along the west side of Melody Drive. The lane configurations at both project accesses are recommended to remain as existing. It is recommended that an R1-1 "STOP" sign be installed on the eastbound approach of the south access along Melody Drive. Of note, the eastbound exiting approach of the north access along Melody currently provides a stop sign. The existing middle access along Melody Drive will be removed with construction of the Headwaters Independent Living Facility project.
- The study area key intersections are expected to operate acceptably with existing lane configurations and control throughout the 2045 horizon.
- Any onsite or offsite improvements should be incorporated into the Civil Drawings and conform to standards of the City of Northglenn and the Manual on Uniform Traffic Control Devices (MUTCD) – 2009 Edition.

CITY OF NORTHGLENN SUBDIVISION IMPROVEMENT AGREEMENT – FINAL PLAT FOR

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is entered into and made by and between HG AA NORTHGLENN, LLC, a Delaware limited liability company ("Owner/Developer") and the CITY OF NORTHGLENN, COLORADO, a Colorado home rule municipal corporation whose address is 11701 Community Center Dr, Northglenn, Colorado, hereinafter referred to as the "City" or "Northglenn." The Owner/Developer and the City shall collectively be referred to as the "Parties." This Agreement shall be effective following execution by the Owners/Owner/Developer and immediately upon the date of the authorized execution of this Agreement by the City.

RECITALS AND REPRESENTATIONS:

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

hereinafter referred to as the "Property;"

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

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

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

WHEREAS, on	, the City Council of the City of Northglenn, after holding all necessary
public hearings	and having received a recommendation of approval from the Planning
Commission on	, approved the final plat for the Property. A copy
of the final plat	s 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 <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 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 <u>DELIVERY OF FINAL PLAT</u>. Upon the City's approval of the Final Plat, Owner/Developer shall immediately deliver the original of the Final Plat, containing all revisions and amendments required by the City Council or as directed by City Staff prior to Final Plat approval, to the City Clerk. Owner/Developer shall also pay for the costs of recordation of the Final Plat and this Agreement. In addition, Owner/Developer shall deliver to the City Clerk, along with the Final Plat, two (2) sets of complete and final Construction Plans.
- 3.0 RECORDATION OF PLAT. Owner/Developer shall prepare and submit to the City Clerk the Final Plat in a form and upon material acceptable for recordation by the Adams County Clerk and Recorder and shall provide the required Security as hereinafter defined. Failure of Owner/Developer to submit an acceptable Final Plat and Security as specified in Section 11 of this Agreement to the City Clerk within ninety (90) days of the date of this Agreement shall, upon the enactment of a resolution by the City Council finding that the submittal was untimely, void Final Plat approval for the Project and this Agreement. If Owner/Developer timely submits a completed and recordation-ready Final Plat to the City, the City agrees to record the Final Plat no later than fifteen (15) days after it is submitted to and received by the City. The Final Plat and Construction Plans, as approved by the City, are incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement.
- 4.0 <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.

- 5.0 <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 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 <u>SUBDIVISION MONUMENTATION</u>. 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 as a result of Owner/Developer's negligence, willful misconduct or in violation of any requirement of this Agreement, 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 <u>DRAINAGE, RETENTION, 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.
 - 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 <u>CONSTRUCTION OF PUBLIC IMPROVEMENTS</u>. 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 <u>CONSTRUCTION PLANS AND COST ESTIMATE REQUIRED</u>. 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.

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. Owner/Developer agrees that approval of the final plat of the City is contingent upon the Owner/Developer's provision of the performance guarantee described herein within ninety (90) days of the execution of this agreement in the amount and form provided herein. Failure of the Owner/Developer to provide cash or an irrevocable letter of credit to the City in the manner provided herein shall negate the City's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in Exhibit E, attached hereto and incorporated herein, and shall be subject to the review and approval of the City Attorney. The Owner/Developer shall not start the construction of any public or private improvement on the Property including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the City has received the cash or received and approved the irrevocable letter of credit.

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

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 Security ("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 <u>PAYMENT OF FEES AND CHARGES</u>. 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 <u>FORM OF PAYMENT OF ALL FEES AND CHARGES</u>. 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 <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 or which are agreed to by the Parties as justifying delay.
- 17.0 <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 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 <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. 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 <u>NO THIRD PARTY BENEFICIARIES</u>. 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 <u>AGREEMENT AND RELEASE</u>. 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 <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, 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 <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.
- 24.2 <u>RELEASE OF LIABILITY</u>. 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 <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.
- 26.0 <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.
- 27.0 <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.
- 28.0 <u>TITLE AND AUTHORITY</u>. 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 <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.
- 30.0 <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.
- 31.0 <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 in the performance of the agreement, the Owner/Developer shall pay the attorney fees, expenses and court costs of the City.
- 32.0 <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 or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

DATED THIS	_ DAY OF, 20.
ATTEST: By: Johanna Small, CMC, City Clerk	CITY OF NORTHGLENN, a Colorado home rule municipal corporation By: Meredith Leighty, Mayor
	OWNER/DEVELOPER HG AA NORTHGLENN, LLC a Delaware limited liability company
	Ву:
	Print Name:
	Title:
COUNTY OF	for HG AA Northglenn, LLC.
	Notary Public

[SEAL]

EXHIBIT A DESCRIPTION OF PROPERTY

Lot 2, Block 1, Headwaters Northglenn Independent Living Subdivision Amendment No. 1

EXHIBIT B FINAL PLAT

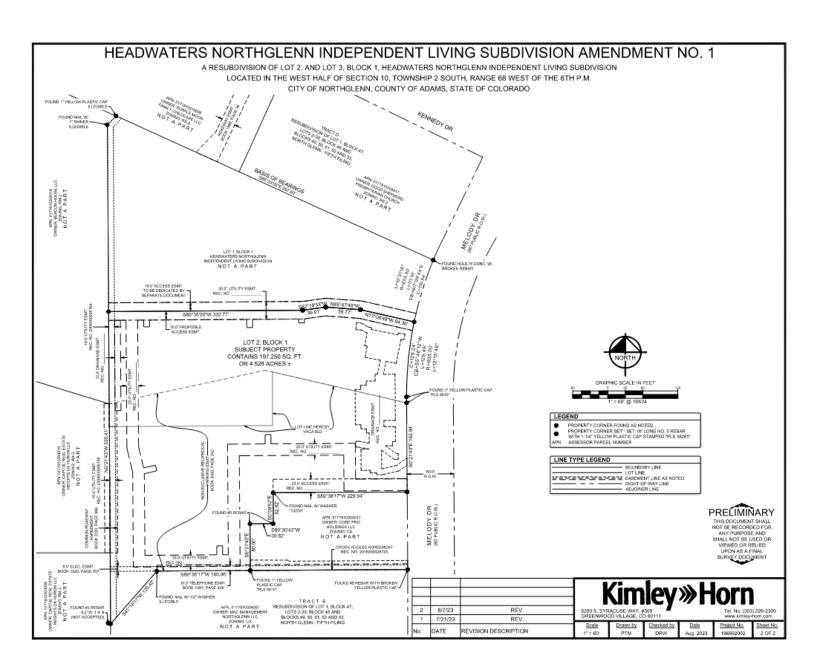


EXHIBIT C DESCRIPTION OF PUBLIC IMPROVEMENTS

Public Improvements include the following:

- 1,695 LF of 10" PVC Water Main
- (4) fire hydrant assemblies
- (5) 10" gate valves
- 95 LF of 6" DIP
- (5) 6" gate valves

EXHIBIT D ENGINEER'S COST ESTIMATES

Headwaters Independent Living Facility

This ECE to include horizontal on-site **Private Engineer's Cost Estimate** improvements only. {Project Name and LU Case Number} Leave out items covered by BUILDING SF=Square Feet LF=Linear Feet SY=Square Yard EA=Each LS=Lump Sum VALUATION **ESTIMATE** (Bldg. Permit) **Utilities On-Site** Description Unit Quantity **Unit Cost Total Cost** Water Main (10" PVC w/ bedding) 1695 \$150.00 \$254,250.00 LF EΑ 10" Gate Valve 4 \$1,700.00 \$6,800.00 Fire line (6" DIP w/bedding) LF 95 \$6,175.00 \$65.00 EΑ 6" Gate Valve 5 \$1,350.00 \$6,750.00 EΑ \$28,000.00 Fire Hydrant Assembly 4 \$7,000.00 Subtotal \$301,975.00

EXHIBIT E LETTER OF CREDIT FORM

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

CITY, STATE, ZIP	
DATE	
	IRREVOCABLE STANDBY LETTER OF CREDIT
BENEFICIARY:	PERMITTEE:
CITY OF NORTHG 11701 COMMUNIT NORTHGLENN, CO	Y CENTER DRIVE
LETTER OF CRED	IT 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.
	IK'S INTERNATIONAL BANKING COUNTERS LOCATED AT DICATED ABOVE.
AMOUNT:	\$ <u>AMOUNT</u> U.S. DOLLARS

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT AVAILABLE BY PAYMENT BY DRAFT(S) DRAWN AT SIGHT ON <u>NAME OF INSTITUTION</u> 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 <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	

HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION AMENDMENT NO. 1

A RESUBDIVISION OF LOT 2, AND LOT 3, BLOCK 1, HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M.

CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

1" = 1,000

VICINITY MAP

LEGAL DESCRIPTION:

HG AA NORTHGLENN, LLC, BEING THE OWNER(S) OF THE REAL PROPERTY OF 4.528 ACRES DESCRIBED AS FOLLOWS:

LOT 2, BLOCK 1, HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION, AMENDMENT NO. 1

CONTAINING 197,250 SQ. FT OR 4,528 ACRES, MORE OR LESS.

MERSIATE 25

CITY APPROVAL CERTIFICATE:

DIRECTOR, PLANNING AND DEVELOPMENT

DIRECTOR, PUBLIC WORKS

OWNERSHIP AND DEDICATION CERTIFICATE:

THE UNDERSIGNED CERTIFIES TO AND FOR THE BENEFIT OF THE CITY COUNCIL OF NORTHGLENN CITY, COLORADO, THAT AS OF THE DATE SET FORTH BELOW, WE HG AA NORTHGLENN, LLC, BEING THE OWNERS OF THE LAND DESCRIBED ABOVE, HAVE GOOD RIGHT AND FULL POWER TO CONVEY, ENCUMBER AND SUBDIVIDE SAME, AND THAT THE PROPERTY IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, EASEMENTS AND RIGHTS-OF-WAY EXCEPT THE EASEMENTS AND RIGHTS-OF-WAY DEPICTED ON THIS PLAT. IN THE EVENT OF A DEFECT IN SAID TITLE WHICH BREACHES THE WARRANTIES IN THIS CERTIFICATE, THE UNDERSIGNED, JOINTLY AND SEVERALLY, AGREE(S) TO REMEDY SUCH DEFECT UPON DEMAND BY NORTHGLENN CITY, WHICH REMEDY SHALL NOT BE DEEMED EXCLUSIVE.

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNERS, MORTGAGEES OR LIEN HOLDERS OF THE LAND DESCRIBED ABOVE, HAVE CAUSED THE LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION AMENDMENT NO. 1 AND DO HEREBY DEDICATE AND GRANT TO THE PUBLIC FOREVER AND IN FEE SIMPLE THE ROADS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND DO HEREBY DEDICATE TO NORTHGLENN CITY, AND APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES. THE EASEMENTS AS SHOWN HEREON FOR THE PURPOSES STATED IN COMPLANCE WITH THE CITY OF NORTHGLENN SUBDIVISION REGULATIONS AND THE LANDOWNERS SHALL BEAR ALL EXPENSE INVOLVED IN PLANNING, DESIGN, AND CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS EXCEPT TO THE EXTENT EXPRESSLY STATED IN ANY CITY-APPROVED AND RECORDED SUBDIVISION IMPROVEMENT AGREEMENT. DEDICATION SHALL BE FINAL UPON ADOPTION BY THE CITY COUNCIL ACCEPTING THE PROPERTY DEDICATED STATED IN FINE PLATE. EXCEPT AS OTHERWISE STATED ON THIS PLAT, THERE SHALL BE NO LIMITATION OR RESTRICTION UPON THE PURPOSE OF PUBLIC USE OF PROPERTY DEDICATED BY THIS PLAT.

Ν	WITNESS	WHEREOF;	WE	DO	HEREUNTO	SET	OUR	HANDS	AND	SEALS	THIS	DAY	OF

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
MY COMMISSION EXFIRES:

NOTES

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 184–509, C.R.S.
- 3. THIS PROPERTY IS LOCATED WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD, AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR COUNTY OF ADAMS, COMMUNITY PANEL NUMBER 08001(03)13, JMAP EFFECTIVE DATE DECEMBER 2, 2021. THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN ON THIS SURVEY IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAPS.
- THE SURVEYED PROPERTY CONTAINS A CALCULATED AREA OF 197,250 SQ. FT. OR 4.528 ACRES, MADE OR LESS
- BEARINGS ARE BASED ON THE NORTH LINE OF TRACT "C", RESUBDIVISION OF LOT 1, BLOCK 47, LOTS 2-39, BLOCK 48, AND BLOCKS 49, 50, 51, 52 AND 53, NORTH GLENN - FIFTH FILING, BEARING S 65°33'05" E. A DISTANCE OF 597.60 FEET, AS MONUMENTED AT THE NORTHWEST END BY A FOUND 1" ILLEGIBLE YELLOW PLASTIC CAP, AND AT THE SOUTHEAST END BY A FOUND HOLE IN CONCRETE WITH BROKEN REBAR.
- 6. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURYEY FEET
- THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE. EXPRESSED OR IMPULED.
- 8. TITLE INSURANCE NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY KIMLEY-HORN AND ASSOCIATES, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORDS FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY AND TITLE OF RECORDS KIMLEY-HORN AND ASSOCIATES, INC. RELIED UPON TITLE PREPARED BY AND NCS-1142265A-CO DATED SEPTEMBER 14, 2022 AT 5:00 P.M. AS PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, TO DELINEATE THE AFORESAID INFORMATION.

SURVEYORS CERTIFICATE:

I, DARREN R. WOLTERSTORFF, DO HEREBY CERTIFY THAT THE SURVEY OF THE BOUNDARY OF HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION AMENDMENT NO. 1 WAS MADE UNDER MY SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY REPRESENTS SAID SURVEY.

PURSUANT TO COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE UNDERSIGNED FURTHER CERTIFIES THAT THIS MAP OR PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS ACCURANTE TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, ETHER EXPRESSED OR IMPLIED

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC. DARREN.WOLTERSTORFF@KIMLEY-HORN.COM

OWNER/DEVELOPER
HG AA NORTHGLENN, LLC
288 CLAYTON ST, SUITE 307
DENVER, CO 80206
CONTACT: JEFF HOFFMAN
PHONE: 312.617.5736

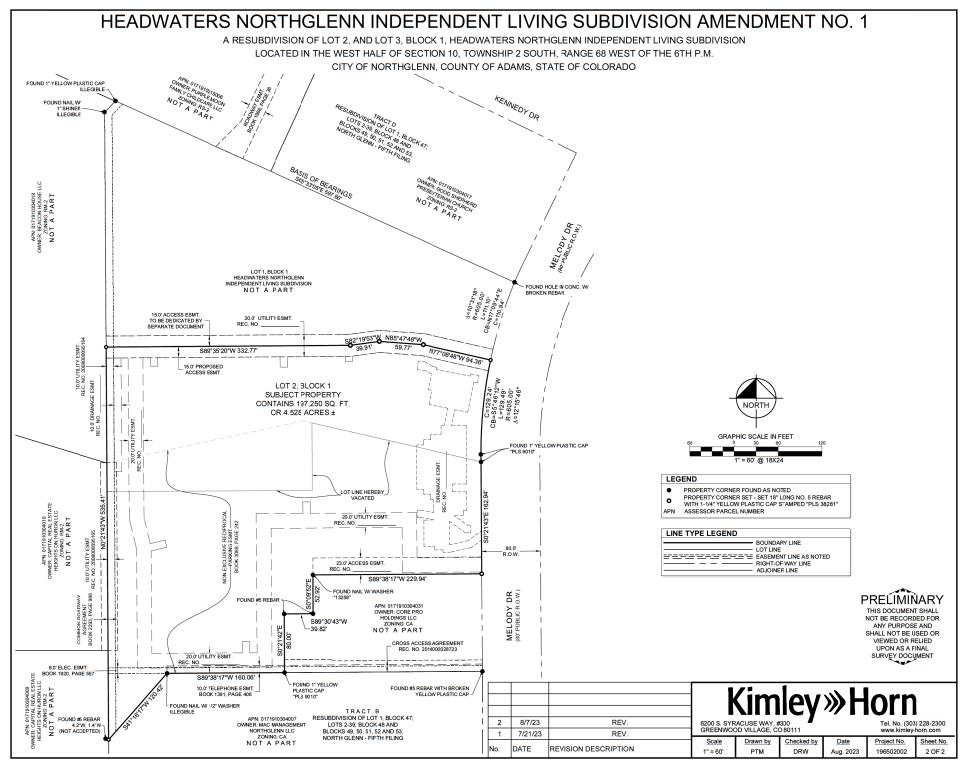
LANDSCAPE ARCHITECT NORRIS DESIGN 1101 BANNOCK ST DENVER, CO 80204 CONTACT: GREG BANKS, PLA, LEED PHONE: 303.892.1166

LAND SURVEYOR
KIMLEY-HORN AND ASSOCIATES, INC
6200 S. SYRACUSE WAY, #300
GREENWOOD VILLAGE, CC 801111
CONTACT: DARREN WOLTERSTORFF, PLS
PHONE: 303 228 2319

ARCHITECT SANTULAN ARCHITECTURE 3457 RINGSBY CT. UNIT 209 DENVER, CO 80215 CONTACT: HARSH PARIKH PHONE: 303.588.7558

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
3801 AUTOMATION WAY, SUITE 210
FORT COLLINS, CO 80525
CONTACT: EMILY FELTON, P.E.
PHONE: 303, 228 2300

5				Kimley»Horn							
	2	8/7/23	REV.	6200 \$ 875	ACUSE WAY #	IC y	///	Tol No. (202	7 228 2200		
	1	7/21/23	REV.	6200 S. SYRACUSE WAY, #300 Tel. No. (303) 228-2300 GREENWOOD VILLAGE, CO 801111 www.kimley-horn.com							
	No.	DATE	REVISION DESCRIPTION	Scale N/A	<u>Drawn by</u> PTM	Checked by DRW	<u>Date</u> Aug. 2023	Project No. 196502002	Sheet No. 1 OF 2		



SPONSORED BY: MAYOR LEIGHTY COUNCIL MEMBER'S RESOLUTION RESOLUTION NO. No. <u>CR-119</u> Series of 2023 Series of 2023 A RESOLUTION APPROVING THE FINAL PLAT AND SUBDIVISION AGREEMENT FOR THE HEADWATERS NORTHGLENN INDEPENDENT LIVING **SUBDIVISION** AMENDMENT NO. 1 FINAL PLAT AND SUBDIVISION IMPROVEMENT AGREEMENT BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT: Section 1. Following a duly noticed public hearing thereon, the City Council hereby approves the Headwaters Northglenn Independent Living Subdivision Amendment No. 1 Final Plat, attached hereto as Exhibit A, and incorporated herein by this reference. The City Council specifically finds that the proposed Headwaters Northglenn Independent Living Subdivision Amendment No. 1 Final Plat complies with the applicable City requirements outlined in the Unified Development Ordinance for subdivisions as well as all submittal requirements outlined in the Administrative Manual for Final Plat applications. The City Council hereby approves the Subdivision Improvement Agreement between the City of Northglenn and HG AA Northglenn, LLC, attached hereto as **Exhibit B**, and incorporated herein by this reference. DATED, at Northglenn, Colorado, this ______day of _______, 2023. MEREDITH LEIGHTY Mayor ATTEST: JOHANNA SMALL, CMC City Clerk APPROVED AS TO FORM: COREY Y. HOFFMANN City Attorney

HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION AMENDMENT NO. 1

A RESUBDIVISION OF LOT 2, AND LOT 3, BLOCK 1, HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M.

CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION

HG AA NORTHGLENN, LLC, BEING THE OWNER(S) OF THE REAL PROPERTY OF 4.528 ACRES DESCRIBED AS FOLLOWS

LOT 2, BLOCK 1, HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION, AMENDMENT NO. 1

CONTAINING 197,250 SQ. FT OR 4,528 ACRES, MORE OR LESS

VICINITY MAP KENNEDY DR DANAHY

CITY APPROVAL CERTIFICATE:

THIS IS TO HEREBY CERTIFY THAT ON __ DAY OF NORTHGLENN, COLORADO, HAS APPROVED THIS FINAL PLAT FOR HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION AMENDMENT NO. 1 IN CONFORMANCE WITH THE ORDINANCES OF THE CITY OF NORTHGLENN.

DIRECTOR, PLANNING AND DEVELOPMENT

DIRECTOR, PUBLIC WORKS

OWNERSHIP AND DEDICATION CERTIFICATE:

THE LINDERSIGNED CERTIFIES TO AND FOR THE BENEFIT OF THE CITY COUNCIL OF NORTHGLENN CITY, COLORADO, THAT AS OF THE DATE SET FORTH BELOW, WE HG AA NORTHGLENN, LLC. BEING THE OWNERS OF THE LAND DESCRIBED ABOVE, HAVE GOOD RIGHT AND FULL POWER TO CONVEY, ENCUMBER AND SUBDIVIDE SAME, AND THAT THE PROPERTY IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, EASEMENTS AND RIGHTS-OF-WAY EXCEPT THE EASEMENTS AND RIGHTS-OF-WAY DEPICTED ON THIS PLAT. IN THE EVENT OF A DEFECT IN SAID TITLE WHICH BREACHES THE WARRANTIES IN THIS CERTIFICATE, THE UNDERSIGNED, JOINTLY AND SEVERALLY, AGREE(S) TO REMEDY SUCH DEFECT UPON DEMAND BY NORTHGLENN CITY, WHICH REMEDY SHALL NOT BE DEEMED EXCLUSIVE

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNERS, MORTGAGEES $^{\,2}$ OR LIEN HOLDERS OF THE LAND DESCRIBED ABOVE, HAVE CAUSED THE LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION AMENDMENT NO. 1 AND DO HEREBY DEDICATE AND GRANT TO THE PUBLIC FOREVER AND IN FEE SIMPLE THE ROADS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND DO HEREBY DEDICATE TO NORTHGLENN CITY, AND APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES, THE EASEMENTS AS SHOWN HEREON FOR THE PURPOSES STATED IN COMPLIANCE WITH THE CITY OF NORTHGLENN SUBDIVISION REGULATIONS AND THE LANDOWNERS SHALL BEAR ALL EXPENSE INVOLVED IN PLANNING, DESIGN, AND CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS EXCEPT TO THE EXTENT EXPRESSLY STATED IN ANY CITY-APPROVED AND RECORDED SUBDIVISION IMPROVEMENT AGREEMENT. DEDICATION SHALL BE FINAL UPON ADOPTION BY THE CITY COUNCIL ACCEPTING THE PROPERTY DEDICATED BY THIS PLAT. EXCEPT AS OTHERWISE STATED ON THIS PLAT. THERE SHALL BE NO LIMITATION OR RESTRICTION UPON THE PURPOSE OR PUBLIC USE OF PROPERTY DEDICATED BY THIS PLAT.

IN WITNESS WHEREOF; WE DO HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF

PRINCIPAL, HG AA NORTHGLENN, LLC STATE OF SS COUNTY OF ACKNOWLEDGED BEFORE ME THIS _____ DAY OF____

NOTARY PUBLIC MY COMMISSION EXFIRES:

WITNESS MY HAND AND OFFICIAL SEAL

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THIS PROPERTY IS LOCATED WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD, AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR COUNTY OF ADAMS, COMMUNITY PANEL NUMBER 08001C0313J, MAP EFFECTIVE DATE DECEMBER 2, 2021. THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN ON THIS SURVEY IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE
- THE SURVEYED PROPERTY CONTAINS A CALCULATED AREA OF 197,250 SQ. FT. OR 4.528 ACRES,
- BEARINGS ARE BASED ON THE NORTH LINE OF TRACT "C". RESUBDIVISION OF LOT 1, BLOCK 47. LOTS 2-39, BLOCK 48, AND BLOCKS 49, 50, 51, 52 AND 53, NORTH GLENN - FIFTH FILING, BEARING S 65°33'05" E, A DISTANCE OF 597.60 FEET, AS MONUMENTED AT THE NORTHWEST END BY A FOUND 1" ILLEGIBLE YELLOW PLASTIC CAP, AND AT THE SOUTHEAST END BY A FOUND HOLE IN CONCRETE WITH BROKEN REBAR.
- 6. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET
- THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- TITLE INSURANCE NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY KIMLEY-HORN AND ASSOCIATES, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY AND TITLE OF RECORDS KIMLEY-HORN AND ASSOCIATES, INC. RELIED UPON TITLE PREPARED BY AND NCS-1142265A-CO DATED SEPTEMBER 14, 2022 AT 5:00 P.M. AS PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, TO DELINEATE THE AFORESAID INFORMATION

SURVEYORS CERTIFICATE:

I, DARREN R. WOLTERSTORFF, DO HEREBY CERTIFY THAT THE SURVEY OF THE BOUNDARY OF HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION AMENDMENT NO. 1 WAS MADE LINDER MY SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY REPRESENTS SAID SURVEY

PURSUANT TO COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE UNDERSIGNED FURTHER CERTIFIES THAT THIS MAP OR PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS ACCURATE TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF. IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED

PREĹIMIŇARY THIS DOCUMENT SHALL

NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

DARREN R. WOLTERSTORFF, PLS 38281 FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC. DARREN.WOLTERSTORFF@KIMLEY-HORN.COM

OWNER/DEVELOPER HG AA NORTHGLENN, LLC 288 CLAYTON ST. SUITE 307 **DENVER, CO 80206** CONTACT: JEFF HOFFMAN PHONE: 312.617.5736

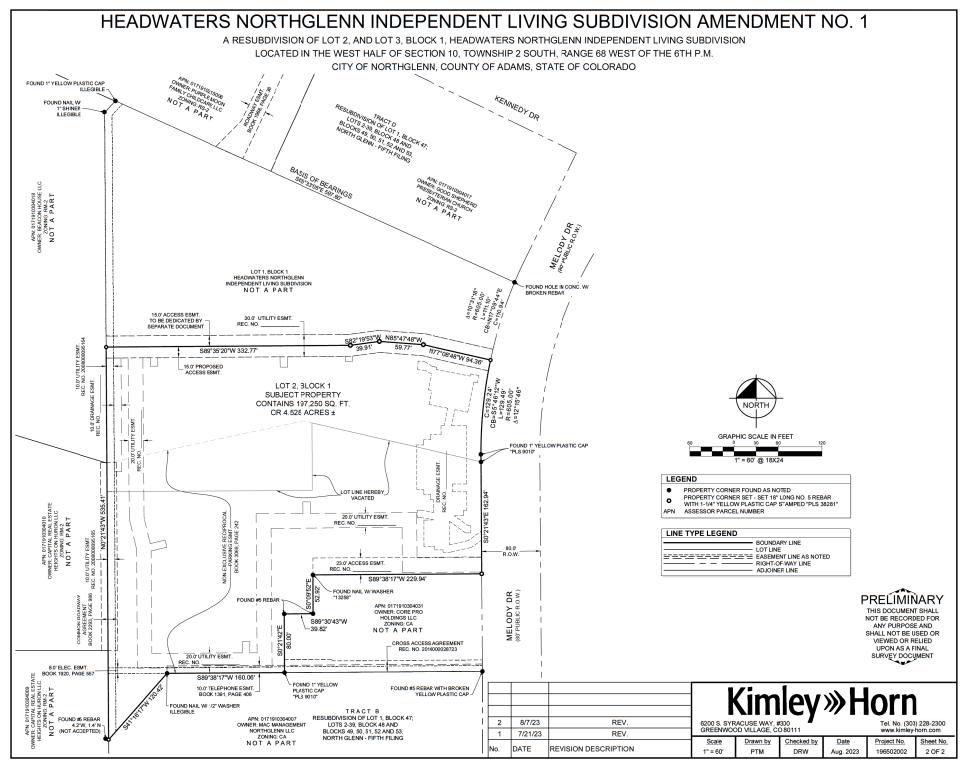
LANDSCAPE ARCHITECT NORRIS DESIGN 1101 BANNOCK ST **DENVER, CO 80204** CONTACT: GREG BANKS, PLA, LEED PHONE: 303.892.1166

LAND SURVEYOR KIMLEY-HORN AND ASSOCIATES, INC 6200 S. SYRACUSE WAY, #300 GREENWOOD VILLAGE, CC 80111 CONTACT: DARREN WOLTERSTORFF, PLS PHONE: 303.228.2319

ARCHITECT SANTULAN ARCHITECTURE 3457 RINGSBY CT, UNIT 209 **DENVER, CO 80215** CONTACT: HARSH PARIKH PHONE: 303.588.7558

CIVIL ENGINEER KIMLEY-HORN AND ASSOCIATES, INC. 3801 AUTOMATION WAY, SUITE 210 FORT COLLINS, CO 80525 CONTACT: EMILY FELTON, P.E. PHONE: 303.228.2300

			Kimley»Horn							
2	8/7/23	REV.	0000 0 000			///				
1	7/21/23	REV.	6200 S. SYRACUSE WAY, #300 Tel. No. (303) 22/ GREENWOOD VILLAGE, CO 80111 www.kimley-hom							
No.	DATE	REVISION DESCRIPTION	Scale N/A	Drawn by PTM	Checked by DRW	<u>Date</u> Aug. 2023	Project No. 196502002	Sheet No 1 OF 2		



CITY OF NORTHGLENN SUBDIVISION IMPROVEMENT AGREEMENT – FINAL PLAT FOR HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION AMENDMENT NO. 1

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is entered into and made by and between HG AA NORTHGLENN, LLC, a Delaware limited liability company ("Owner/Developer") and the CITY OF NORTHGLENN, COLORADO, a Colorado home rule municipal corporation whose address is 11701 Community Center Dr, Northglenn, Colorado, hereinafter referred to as the "City" or "Northglenn." The Owner/Developer and the City shall collectively be referred to as the "Parties." This Agreement shall be effective following execution by the Owners/Owner/Developer and immediately upon the date of the authorized execution of this Agreement by the City.

RECITALS AND REPRESENTATIONS:

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

See Exhibit A
hereinafter referred to as the "Property:"

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

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

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

WHEREAS, on, the City Council of the City of Northglenn, after holding all necessary public hearings and having received a recommendation of approval from the Planning Commission on _______, 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 <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 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 <u>DELIVERY OF FINAL PLAT</u>. Upon the City's approval of the Final Plat, Owner/Developer shall immediately deliver the original of the Final Plat, containing all revisions and amendments required by the City Council or as directed by City Staff prior to Final Plat approval, to the City Clerk. Owner/Developer shall also pay for the costs of recordation of the Final Plat and this Agreement. In addition, Owner/Developer shall deliver to the City Clerk, along with the Final Plat, two (2) sets of complete and final Construction Plans.
- 3.0 RECORDATION OF PLAT. Owner/Developer shall prepare and submit to the City Clerk the Final Plat in a form and upon material acceptable for recordation by the Adams County Clerk and Recorder and shall provide the required Security as hereinafter defined. Failure of Owner/Developer to submit an acceptable Final Plat and Security as specified in Section 11 of this Agreement to the City Clerk within ninety (90) days of the date of this Agreement shall, upon the enactment of a resolution by the City Council finding that the submittal was untimely, void Final Plat approval for the Project and this Agreement. If Owner/Developer timely submits a completed and recordation-ready Final Plat to the City, the City agrees to record the Final Plat no later than fifteen (15) days after it is submitted to and received by the City. The Final Plat and Construction Plans, as approved by the City, are incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement.
- 4.0 <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.

- 5.0 <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 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 <u>SUBDIVISION MONUMENTATION</u>. 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 as a result of Owner/Developer's negligence, willful misconduct or in violation of any requirement of this Agreement, 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 <u>DRAINAGE, RETENTION, 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.
 - 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 <u>CONSTRUCTION OF PUBLIC IMPROVEMENTS</u>. 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 <u>CONSTRUCTION PLANS AND COST ESTIMATE REQUIRED</u>. 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.

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. Owner/Developer agrees that approval of the final plat of the City is contingent upon the Owner/Developer's provision of the performance guarantee described herein within ninety (90) days of the execution of this agreement in the amount and form provided herein. Failure of the Owner/Developer to provide cash or an irrevocable letter of credit to the City in the manner provided herein shall negate the City's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in Exhibit E, attached hereto and incorporated herein, and shall be subject to the review and approval of the City Attorney. The Owner/Developer shall not start the construction of any public or private improvement on the Property including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the City has received the cash or received and approved the irrevocable letter of credit.

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

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 Security ("Final Acceptance").
- 13.0 <u>WARRANTY OF PUBLIC IMPROVEMENTS</u>. 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 <u>PAYMENT OF FEES AND CHARGES</u>. 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 <u>FORM OF PAYMENT OF ALL FEES AND CHARGES</u>. 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 <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 or which are agreed to by the Parties as justifying delay.
- 17.0 <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 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 <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. 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 <u>NO THIRD PARTY BENEFICIARIES</u>. 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 <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, 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 <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.
- 24.2 <u>RELEASE OF LIABILITY</u>. 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 <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.
- 26.0 <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.
- 27.0 <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.
- 28.0 <u>TITLE AND AUTHORITY</u>. 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 <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.
- 30.0 <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.
- 31.0 <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 in the performance of the agreement, the Owner/Developer shall pay the attorney fees, expenses and court costs of the City.
- 32.0 <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 or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

	DATED THIS	DAY (OF, 20.
ATTEST: By: Johanna Sn	nall, CMC, City Clei	rk	CITY OF NORTHGLENN, a Colorado home rule municipal corporation By: Meredith Leighty, Mayor
			OWNER/DEVELOPER
			HG AA NORTHGLENN, LLC a Delaware limited liability company
			By:
			Print Name:
			Title:
by	before me on this		for HG AA Northglenn, LLC.
			Notary Public

[SEAL]

EXHIBIT A DESCRIPTION OF PROPERTY

Lot 2, Block 1, Headwaters Northglenn Independent Living Subdivision Amendment No. 1

EXHIBIT B FINAL PLAT

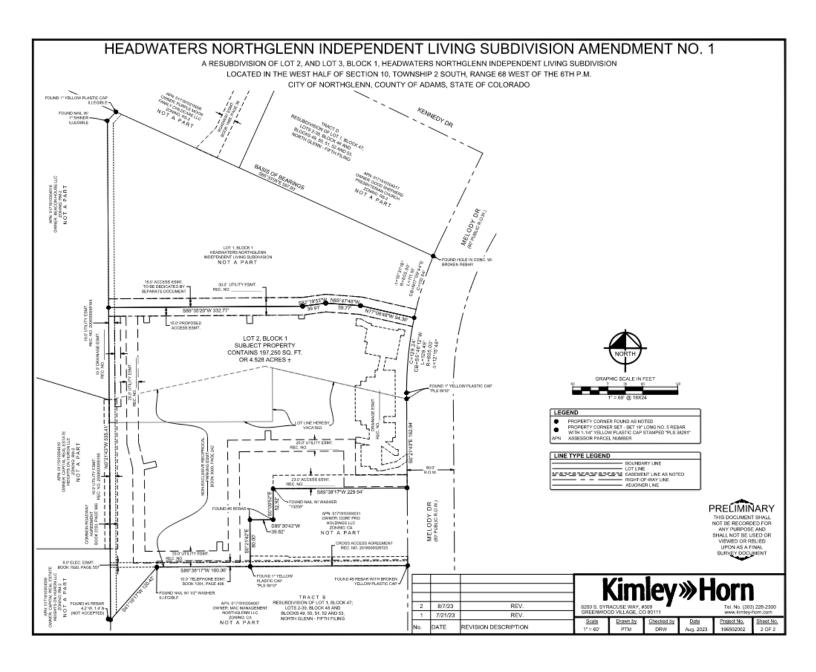


EXHIBIT C DESCRIPTION OF PUBLIC IMPROVEMENTS

Public Improvements include the following:

- 1,695 LF of 10" PVC Water Main
- (4) fire hydrant assemblies
- (5) 10" gate valves
- 95 LF of 6" DIP
- (5) 6" gate valves

EXHIBIT D ENGINEER'S COST ESTIMATES

Headwaters Independent Living Facility

This ECE to include horizontal on-site **Private Engineer's Cost Estimate** improvements only. {Project Name and LU Case Number} Leave out items covered by BUILDING SF=Square Feet LF=Linear Feet SY=Square Yard EA=Each LS=Lump Sum VALUATION **ESTIMATE** (Bldg. Permit) **Utilities On-Site** Description Unit Quantity **Unit Cost Total Cost** Water Main (10" PVC w/ bedding) 1695 \$150.00 \$254,250.00 LF EΑ 10" Gate Valve 4 \$1,700.00 \$6,800.00 Fire line (6" DIP w/bedding) LF 95 \$6,175.00 \$65.00 EΑ 6" Gate Valve 5 \$1,350.00 \$6,750.00 EΑ \$28,000.00 Fire Hydrant Assembly 4 \$7,000.00

Subtotal

\$301,975.00

EXHIBIT E LETTER OF CREDIT FORM

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

CITY, STATE, ZIP	
DATE	
_	IRREVOCABLE STANDBY LETTER OF CREDIT
BENEFICIARY:	PERMITTEE:
CITY OF NORTHG 11701 COMMUNIT NORTHGLENN, CO	Y CENTER DRIVE
LETTER OF CRED	IT NUMBER:
DATE ISSUED:	
EXPIRARY DATE:	THIS IRREVOCABLE LETTER OF CREDIT SHALL EXPIRE 12 MONTHS AFTER THE ISSUANCE DATE; PROVIDED THAT <u>NAME OF INSTITUTION</u> HAS GIVEN THE CITY OF NORTHGLENN NOT LESS THAN 30 DAYS NOR MORE THAN 60 DAYS PRIOR WRITTEN NOTICE OF THE IMPENDING EXPIRATION.
	IK'S INTERNATIONAL BANKING COUNTERS LOCATED AT DICATED ABOVE.
AMOUNT:	\$ <u>AMOUNT</u> U.S. DOLLARS
WE HEREBY ISSU	E THIS IRREVOCABLE STANDBY LETTER OF CREDIT AVAILABLE

1. THIS ORIGINAL LETTER OF CREDIT.

ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

BY PAYMENT BY DRAFT(S) DRAWN AT SIGHT ON NAME OF INSTITUTION AND

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	