



**PLANNING DEPARTMENT
MEMORANDUM 15-10**

DATE: April 27th 2015
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager 
Brook Svoboda, Director of Planning and Development 
SUBJECT: CR-59 SCL Hospital Subdivision Improvement Agreement

BACKGROUND

The attached resolution would adopt a Subdivision Improvement Agreement (SIA) for the associated SCL Hospital Subdivision to accommodate construction of a Hospital and Medical Office facility. At the request of the applicant, SCL Hospital, Staff is presenting the SIA prior to the public hearing before the Planning Commission on May 5th in order to expedite the ground breaking for the project. The attached resolution provides a conditional statement that the approval of the resolution is subject to approval of the Subdivision and Final Development Plan, which will be heard before the Planning Commission on May 5th, 2015.

In accordance with Subdivision Regulation 12-3-6(b), the subdivision is scheduled to be approved by the Planning Commission on May 5th, 2015 with the condition that a formal SIA be memorialized and recorded for the project. The subdivision would be approved in context with required actions by the Planning Commission approval of the Final Development Plan, Permitted Use Permit and Subdivision Plat.

The subdivision reflects the lot configuration for a 6.0 acre parcel of land for a proposed 60,000 sq ft Hospital and Medical Office building.

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

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

The project has identified \$143,288 in improvements, which includes a “looped” utility mainline configuration, required fire hydrants, and public improvements in the ROW. See Exhibits C&D of the SIA for additional details.

PROCEDURE

On May 5th, 2015, the Planning Commission will consider the request for subdivision for the subject site. The Planning Commission’s approval of the Final Subdivision would be based on the following findings of fact:

1. The request provides for the thoughtful, safe, and coordinated subdivision of land within the City; and
2. The request is designed and reviewed in a manner to accommodate the health, safety, and welfare of residents of the City; and
3. The request is filed in conjunction with an approved Planned Unit Development (PUD) establishing detailed design for development of the lot; and
4. Adequate easements are provided for proper functioning of the lots; and
5. Adequate drainage/detention facilities and required easements are provided to accommodate stormwater runoff and flows; and
6. The form and content of the subdivision is in general conformance with the requirements of 12-2-2 Preliminary Plat, (b) Form of Preliminary Plat & (c) Content of Preliminary Plat

BUDGET/TIME IMPLICATIONS:

This subdivision request has no budgetary impacts.

RECOMMENDATION

Staff recommends Council approve CR-59 as presented

STAFF REFERENCE

Brook Svoboda, Director of Planning and Development bsvoboda@northglenn.org or 303.450.8937

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-59
Series of 2015

Series of 2015

A RESOLUTION APPROVING THE GRANT STREET PROFESSIONAL PARK SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND DR NORTHGLENN DEVELOPMENT, LLC.

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

Section 1. The Subdivision Improvement Agreement for the Grant Street Professional Park Subdivision between the City of Northglenn and DR Northglenn Development, LLC, attached hereto as **Exhibit 1**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City, on the condition that the Planning Commission has provided approval of the Final Development Plan, Permitted Use Permit and Subdivision Plat in accordance with the applicable provisions of the Northglenn Municipal Code.

DATED at Northglenn, Colorado, this ____ day of _____, 2015.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

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

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is entered into and made by and between **DR NORTHGLENN DEVELOPMENT, LLC**, an Indiana limited liability company whose address is 510 East 96th Street, Suite 250, Indianapolis, Indiana 46240 ("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 Grant Street Professional Park ("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 _____, 20____, the City Council of the City of Northglenn, after holding all necessary public hearings and having received a recommendation of approval from the Planning Commission, approved the final plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein; and

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

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

AGREEMENT

- 1.0 **PURPOSE.** The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Owner/Developer upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the City of Northglenn Subdivision and Zoning Regulations, the City of Northglenn Home Rule Charter, any and all state statutes, and any other sections of the City of Northglenn Municipal Code, and are not intended to supersede any requirements contained therein.
- 2.0 **DELIVERY OF FINAL PLAT.** Upon the City's approval of the Final Plat, Owner/Developer shall immediately deliver the original of the Final Plat, containing all revisions and amendments required by the City Council or as directed by City Staff prior to Final Plat approval, to the City Clerk. Owner/Developer shall also pay for the costs of recordation of the Final Plat and this Agreement. In addition, Owner/Developer shall deliver to the City Clerk, along with the Final Plat, two (2) sets of complete and final Construction Plans.
- 3.0 **RECORDATION OF PLAT.** Owner/Developer shall prepare and submit to the City Clerk the Final Plat in a form and upon material acceptable for recordation by the Adams County Clerk and Recorder and shall provide the required security as provided by Section 11 of this Agreement. Failure of Owner/Developer to submit an acceptable Final Plat and Collateral Public Improvements as specified in Section 12 of this Agreement to the City Clerk within ninety (90) days after the date of this Agreement shall, upon the enactment of a resolution by the City Council finding that the submittal was untimely, void Final Plat approval for the Project and this Agreement. If Owner/Developer timely submits a completed and recordation-ready Final Plat to the City, the City agrees to record the Final Plat no later than fifteen (15) days after it is submitted to and received by the City. The Final Plat and Construction Plans, as approved by the City, are incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement.
- 4.0 **PUBLIC UTILITY FEES.** Owner/Developer shall pay all installation charges for lighting and gas services required by Xcel Energy providing services to the Project.

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

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

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

See Exhibit C – Public Improvements Description

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

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

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

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

and

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

11.0 REQUIRED SECURITY FOR PUBLIC IMPROVEMENTS.

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

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

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

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

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

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

- 20.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Owner/Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the City and Owner/Developer that any person other than the City or Owner/Developer and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 21.0 GOVERNING LAW, VENUE, AND ENFORCEMENT. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Adams County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance. In addition to any other available remedies, it is understood and agreed that the City may withhold any permits or certificates requested by the Owner/Developer, including but not limited to building permits and certificates of occupancy for any lot within the Project in the event of a breach of this Agreement by the Owner/Developer.
- 22.0 AGREEMENT AND RELEASE. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Owner/Developer without the express written consent of the City of Northglenn. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the City Council. No assignment shall release the Owner/Developer from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Owner/Developer, the City may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the Owner/Developer to provide to the City written evidence of financial or other ability or capability to meet the particular duty, obligation, or responsibility being assumed by the party. Notwithstanding the foregoing, Owner/Developer may assign this Agreement all associated rights, duties, obligations, responsibilities, or benefits set forth herein in connection with the Owner/Developer's transfer of fee interest in the Property without the City's consent provided such assignee assumes all of the obligations of Owner/Developer under this Agreement upon assignee's acquisition of fee interest in the Property.

23.0 VESTED RIGHTS AND SUBSEQUENT LEGISLATIVE ENACTMENT. The Parties acknowledge and understand that the approval of the Final Plat was not processed or approved in accordance with or pursuant to Section 13, Article 3 of Chapter 11 of the Northglenn City Municipal Code or C.R.S. § 24-68-101 et seq. and the approval of the Final Plat does not constitute approval of a "site specific development plan" as that phrase is defined in either Chapter 11 of the Northglenn City Municipal Code or in C.R.S. § 24-68-101 et seq. The approval of the Final Plat shall not therefore create or grant a "vested property right" as defined by Chapter 11, Article V and C.R.S. § 24-68-101 et seq. Nothing in this Agreement shall limit, prevent, or preclude the later adoption by the City Council of a legislative enactment which is general in nature and which may be applicable to the Project as well as other similarly situated property; subject, however, to rights which may accrue to the Owner/Developer by virtue of the vesting of property rights acquired in accordance with common law.

24.0 INDEMNIFICATION. The Owner/Developer shall indemnify and hold harmless the City, its officers, employees, agents or servants from any and all suits, actions, and claims of every nature and description to the extent 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 foregoing indemnification shall not apply to the extent that any such suits, actions, and claims are caused by, arising from or on account of any act or omission of the City, or of any other person or entity for whose act or omission the City is liable.

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 applicable provisions of the Federal Occupational Safety and Health Act.

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

- 24.2 RELEASE OF LIABILITY. It is expressly understood that the City cannot be legally bound by the presentations of any of its officers or agents or their designees except in accordance with the City of Northglenn Home Rule Charter, the City of Northglenn Municipal Code, and the laws of the State of Colorado.
- 25.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 26.0 INVALID PROVISION; SEVERABILITY. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 27.0 RECORDING OF AGREEMENT. This Agreement shall be recorded in the real estate records of Adams County and shall be a covenant running with the Property in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- 28.0 TITLE AND AUTHORITY. The Owner/Developer expressly warrants and represents to the City that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Agreement. The Owner/Developer and the undersigned individuals understand that the City is relying on such representations and warranties in entering into this Agreement.
- 29.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.
- 30.0 INCORPORATION OF EXHIBITS. Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Construction documentation referenced herein is a public record on file and available for review at the City of Northglenn, City Hall, 11701 Community Dr, Northglenn City, Colorado.
- 31.0 ATTORNEY FEES. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Owner/Developer and a court of competent jurisdiction determines that the Owner/Developer was in default in the performance of this Agreement, the Owner/Developer shall pay the reasonable attorney fees, expenses and court costs of the City.

32.0 **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, by national overnight courier, or by hand delivery, 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, when deposited with the national overnight courier, or when delivered by hand.

DATED THIS ____ DAY OF _____, 2015.

CITY OF NORTHGLENN, a Colorado home rule municipal corporation

ATTEST:

By: _____
Johanna Small, City Clerk

By: _____
Joyce Downing, Mayor

OWNER/DEVELOPER

DR NORTHGLENN DEVELOPMENT, LLC, an Indiana limited liability company

By: Duke Realty Limited Partnership, an Indiana limited partnership, its Manager

By: Duke Realty Corporation, an Indiana corporation, its general partner

By: _____
Glenn E. Hoge
Senior Vice President,
Development, Healthcare

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Glenn E. Hoge, the duly authorized Senior Vice President, Development, Healthcare of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, the Manager of DR Northglenn Development, LLC, an Indiana limited liability company, who acknowledged execution of the foregoing instrument for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this ____ day of _____,
2015.

My Commission Expires:

Notary Public

County of Residence:

Printed Name

**EXHIBIT A
DESCRIPTION OF PROPERTY**

LEGAL DESCRIPTION

DR NORTHGLEN DEVELOPMENT, LLC, AN INDIANA LIMITED LIABILITY COMPANY WHOSE ADDRESS IS 510 EAST 96TH STREET, SUIT 250, INDIANAPOLIS, INDIANA 46240 BEING THE OWNER(S) OF THE REAL PROPERTY OF 5.764 ACRES DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED BELOW:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER; THENCE NORTH 90°00'00" E., ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER A DISTANCE OF 637.89 FEET; THENCE SOUTH 00°00'00" W, A DISTANCE OF 401.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 90°00'00" E, A DISTANCE OF 478.42 FEET TO A POINT ON THE WESTERLY LINE OF THE FARMERS HIGHLINE CANAL; THENCE ALONG SAID WESTERLY LINE AS FOLLOWS:

S 10°26'38" E, 63.11 FEET;

S 44°10'32", 180.04 FEET;

S 17°09'56", 76.05 FEET;

S 31°21'04" W, 75.99 FEET;

S 74°45'32"W, 266.91 FEET;

S 85°34'00" W, 274.90 FEET;

S 88°23'36' W, 303.29 FEET TO THE SOUTHEAST CORNER OF PARCEL B IN DEED RECORDED APRIL 13, 1978 IN BOOK 2229 AT PAGE 437, ADAMS COUNTY RECORDS;

THENCE N 20°45'11" W, ALONG THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 18.88 FEET TO A POINT ON A CURVE TO THE LEFT, AND ON THE SOUTHEASTERLY BOUNDARY OF GRANT STREET AS DESCRIBED IN PARCEL A IN DEED RECORDED APRIL 13, 1978 IN BOOK 2229 AT PAGE 437, ADAMS COUNTY RECORDS, SAID CURVE HAVING A CENTRAL ANGLE OF 69°14'49", A RADIUS OF 376.71 FEET, AND BEING SUB-TENDED BY A CHORD THAT BEARS N 34°37'25" E, 428.08 FEET; THENCE ALONG SAID CURVE OF PARCEL A, 455.29 FEET; THENCE N 00°00'00" E, 58.74 FEET TO THE POINT OF BEGINNING,

COUNTY OF ADAMS, STATE OF COLORADO

**EXHIBIT B
FINAL PLAT**

GRANT STREET PROFESSIONAL PARK

A PORTION OF THE NORTHEAST 1/4, SECTION 3,
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION

DR. NORTHGLENN DEVELOPMENT, LLC, AN INDIANA LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS 510 EAST 96TH STREET, SUIT 250, INDIANAPOLIS, INDIANA 46240 BEING THE OWNER(S) OF THE REAL PROPERTY OF 5.764 ACRES DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED BELOW: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER; THENCE NORTH 90°00'00" E., ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER A DISTANCE OF 637.89 FEET; THENCE SOUTH 00°00'00" W, A DISTANCE OF 401.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 90°00'00" E, A DISTANCE OF 478.42 FEET TO A POINT ON THE WESTERLY LINE OF THE FARMERS HIGHLINE CANAL; THENCE ALONG SAID WESTERLY LINE AS FOLLOWS:

S 10°26'38" E, 63.11 FEET;
S 44°10'32" , 180.04 FEET;
S 17°09'56" , 76.05 FEET;
S 31°21'04" W, 75.99 FEET;
S 74°45'32" W, 266.91 FEET;
S 85°34'00" W, 274.90 FEET;
S 88°23'36" W, 303.29 FEET TO THE SOUTHEAST CORNER OF PARCEL B IN DEED RECORDED APRIL 13, 1978 IN BOOK 2229 AT PAGE 437, ADAMS COUNTY RECORDS;

THENCE N 20°45'11" W, ALONG THE EASTERLY LINE OF SAID PARCEL B, A DISTANCE OF 18.88 FEET TO A POINT ON A CURVE TO THE LEFT, AND ON THE SOUTHEASTERLY BOUNDARY OF GRANT STREET AS DESCRIBED IN PARCEL A IN DEED RECORDED APRIL 13, 1978 IN BOOK 2229 AT PAGE 437, ADAMS COUNTY RECORDS, SAID CURVE HAVING A CENTRAL ANGLE OF 69°14'49", A RADIUS OF 376.71 FEET, AND BEING SUB-TENDED BY A CHORD THAT BEARS N 34°37'25" E, 428.08 FEET; THENCE ALONG SAID CURVE OF PARCEL A, 455.29 FEET; THENCE N 00°00'00" E, 58.74 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO

OWNERSHIP AND DEDICATION

THE UNDERSIGNED CERTIFIES TO AND FOR THE BENEFIT OF THE CITY COUNCIL OF NORTHGLENN CITY, COLORADO, THAT AS OF THE DATE SET FORTH BELOW, WE DR. NORTHGLENN DEVELOPMENT, LLC, AN INDIANA LIMITED LIABILITY COMPANY BEING THE OWNER(S) 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 GRANT STREET PROFESSIONAL PARK 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 _____,

(PRINTED NAME OF OWNER)

STATE OF _____)

) SS.

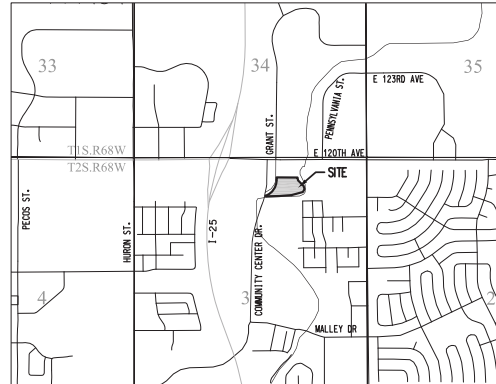
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ BY _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VIGNY MAP
SCALE: 1" = 2000'

STANDARD NOTES

- STREET MAINTENANCE. IT IS MUTUALLY AGREED BY THE SUBDIVIDER AND THE CITY THAT THE DEDICATED PUBLIC WAYS, INCLUDING BUT NOT LIMITED TO STREETS, ROADS, DRIVES AND ALLEYS, SHOWN ON THIS PLAT, WILL NOT BE ACCEPTED FINALLY FOR MAINTENANCE BY THE CITY UNTIL AND UNLESS THE SUBDIVIDER CONSTRUCTS THE SAME IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENT AGREEMENT AND SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF RECORDING THIS PLAT AND APPROVAL OF THE CITY HAS ISSUED TO THAT EFFECT.
- DRAINAGE MAINTENANCE. THE OWNER, ITS LEGAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS IN INTEREST AND ASSIGNS SHALL BE JOINTLY AND SEVERALLY LIABLE AND RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY AND OPERATIONAL FUNCTIONS OF ALL DRAINAGE FACILITIES LOCATED ON THE PROPERTY SHOWN HEREON UNLESS OTHERWISE SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO, PRIVATE DRAINAGE FACILITIES AND PUBLIC AND PRIVATE DRAINAGE EASEMENTS. DRAINAGE IMPROVEMENTS ARE SUBJECT TO SECTION 16-17-13. POST-CONSTRUCTION REQUIREMENT OF PERMANENT BMPs, AS AMENDED.
- VEHICULAR ACCESS CONTROL. VEHICULAR ACCESS TO PUBLIC STREETS IN THIS SUBDIVISION SHALL BE SOLELY BY WAY OF DRIVEWAYS SPECIFICALLY APPROVED BY THE CITY OF NORTHGLENN.
- UNDERGROUND UTILITIES. ALL TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES AND OTHER LINE UTILITY SERVICES SHALL BE PLACED UNDERGROUND. TRANSFORMER, SWITCHING BOXES, TERMINAL BOXES, METER CABINETS, PEDESTALS, DUCTS AND OTHER FACILITIES NECESSARILY APPURTENANT TO SUCH UNDERGROUND UTILITIES MAY BE PLACED ABOVE GROUND.

GENERAL NOTES

- BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 1992), REFERENCED TO THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. C1061499 IN THE OFFICE OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO TAKEN TO BEAR S89°50'19"E BETWEEN THE FOUND MONUMENTS SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY AND TITLE OF RECORDS AZTEC CONSULTANTS, INC RELIED UPON ALTA COMMITMENT ORDER NO. ABB70419353-5 WITH AN EFFECTIVE DATE OF 01-08-2015 AT 05:00 PM PREPARED BY LAND TITLE GUARANTEE COMPANY TO DELINEATE THE AFORESAID INFORMATION.
- DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- THE LEGAL DESCRIPTION AS SHOWN HEREON IS TAKEN FROM THE LEGAL DESCRIPTION REFERENCED IN SAID TITLE COMMITMENT REFERENCED ABOVE AND NOT AUTHORED BY THIS OFFICE OR THE SURVEYOR OF RESPONSIBLE CHARGE LISTED HEREON.

PLANNING COMMISSION APPROVAL

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

BY _____ CHAIRPERSON

CITY APPROVAL

THIS PLAT IS APPROVED FOR FILING AND THE CITY HEREBY ACCEPTS THE DEDICATION OF THE PUBLIC WAYS SHOWN HEREON, INCLUDING BUT NOT LIMITED TO, THE STREETS, ROADS, DRIVES AND ALLEYS FOR PUBLIC USE SUBJECT TO THE PROVISIONS CONTAINED IN THE STREET MAINTENANCE NOTE HEREIN, THE DEDICATION OF PUBLIC LANDS SHOWN HEREON, AND THE DEDICATION OF THE EASEMENTS SHOWN HEREON.

SIGNED THIS _____ DAY OF _____

BY _____ MAYOR

ATTEST:

BY _____ CITY CLERK

SURVEYOR'S CERTIFICATE

I, DANIEL E. DAVIS, DO HEREBY CERTIFY THAT THE SURVEY OF THE BOUNDARY OF GRANT STREET PROFESSIONAL PARK WAS MADE UNDER MY SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY REPRESENTS SAID SURVEY AND THAT MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF, AND OPINION.

FOR REVIEW

DANIEL E. DAVIS, PLS NO. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC
300 EAST MINERAL AVENUE, SUITE 1
LITTLETON, COLORADO 80122

CLERK AND RECORDER'S CERTIFICATE

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, AT _____ M. ON THE _____ DAY OF _____ A.D., 201_____

RECEPTION NO. _____

COUNTY CLERK AND RECORDER

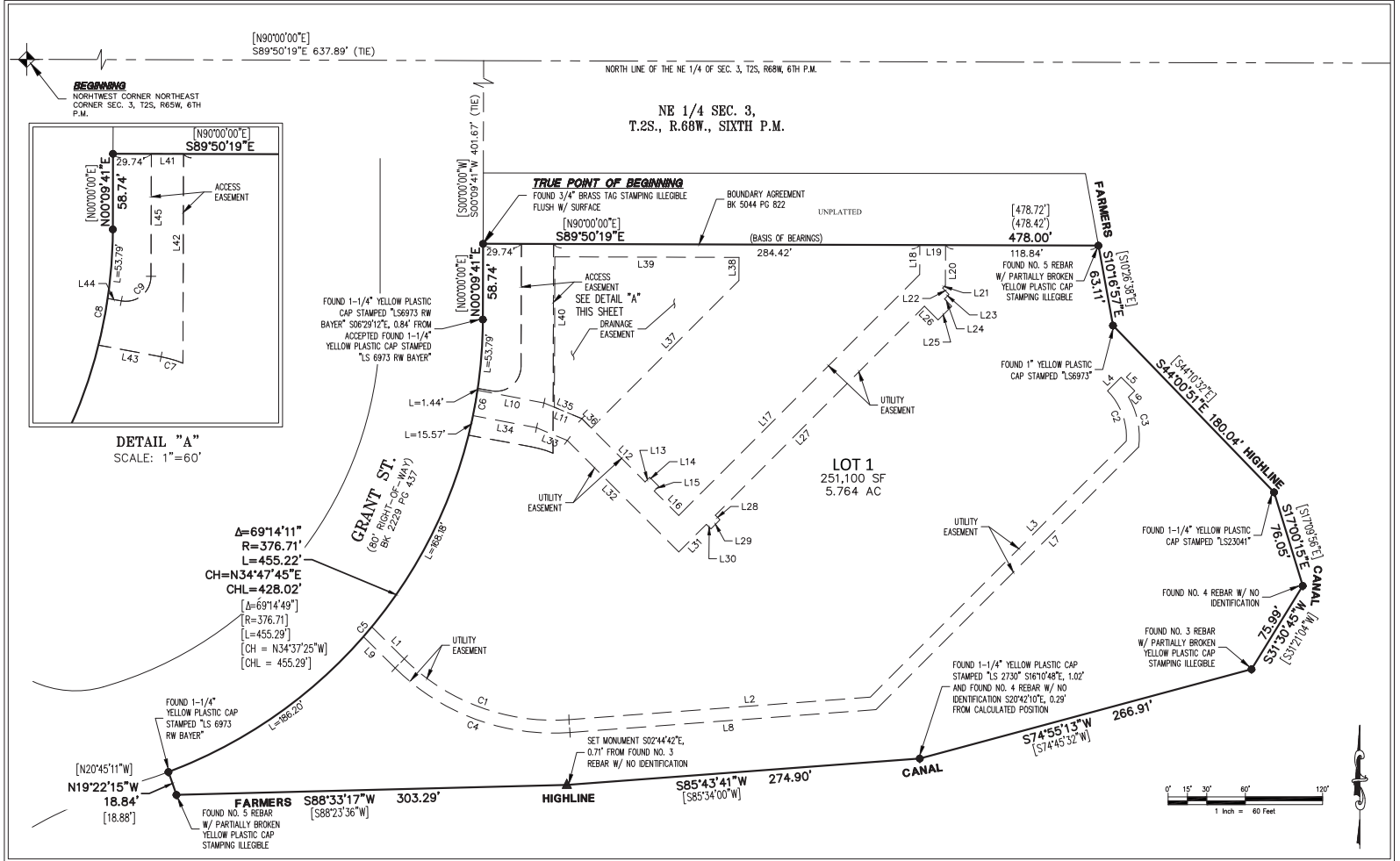
BY: _____ DEPUTY

<p>AzTec Proj. No: 23414-15</p>	<p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com</p>	<p>DATE OF PREPARATION: 04-23-2015</p>
	<p>SCALE: N.T.S.</p>	<p>SHEET 1 OF 2</p>

GRANT STREET PROFESSIONAL PARK

A PORTION OF THE NORTHEAST 1/4, SECTION 3
 TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2

LINE TABLE		
LINE	BEARING	LENGTH
L1	S45°16'56"E	35.44'
L2	N85°43'41"E	234.67'
L3	N45°00'00"E	281.23'
L4	N45°00'00"E	15.00'
L5	S45°00'00"E	15.00'
L6	S45°00'00"W	6.89'
L7	S45°00'00"W	288.51'
L8	S85°43'41"W	238.38'
L9	N45°16'56"W	34.68'
L10	S79°10'37"E	52.58'
L11	S67°30'00"E	31.90'
L12	S45°00'00"E	69.43'
L13	N45°00'00"E	5.00'
L14	S45°00'00"E	10.00'
L15	S45°00'00"W	5.00'
L16	S45°00'00"E	26.94'
L17	N45°00'00"E	264.66'
L18	N00°09'41"E	22.96'
L19	S89°50'19"E	20.00'
L20	S00°09'41"W	31.21'
L21	S45°00'00"W	3.01'
L22	S44°48'50"E	7.00'
L23	S45°00'00"W	5.00'
L24	S44°48'50"E	8.00'
L25	S45°00'00"W	15.00'
L26	N44°48'50"W	15.00'
L27	S45°00'00"W	229.65'
L28	S46°01'57"E	5.00'
L29	S45°00'00"W	10.00'
L30	N46°01'57"W	5.00'
L31	S45°00'00"W	30.24'
L32	N45°00'00"W	122.39'
L33	N67°30'00"W	25.87'
L34	N79°10'37"W	50.28'
L35	S67°30'00"E	23.11'
L36	S45°00'00"E	10.37'
L37	N45°00'00"E	162.13'
L38	N00°09'41"E	17.97'
L39	N89°50'19"W	143.05'
L40	S00°09'41"W	116.84'
L41	S89°50'19"E	25.00'
L42	S00°09'41"W	162.47'
L43	N79°30'22"W	49.46'
L44	S79°30'22"E	10.77'
L45	N00°09'41"E	95.09'



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	48°59'24"	164.50'	140.65'
C2	48°48'19"	50.50'	43.02'
C3	38°08'53"	60.50'	40.28'
C4	48°59'24"	174.50'	149.20'
C5	1°31'32"	376.71'	10.03'
C6	3°02'33"	376.71'	20.00'
C7	11°40'50"	87.00'	17.74'
C8	5°37'49"	376.71'	37.02'
C9	100°19'56"	19.50'	34.15'

FOR REVIEW

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No: 23414-15

DATE OF PREPARATION:	04-23-2015
SCALE:	T=60'
SHEET 2 OF 2	

EXHIBIT C
DESCRIPTION OF PUBLIC IMPROVEMENTS

**Grant Street Professional Park
SCL Health Community Hospital
Description of Public Improvements**

1. A water main loop will be constructed through the SCL Health development. The new loop will connect to an existing 12-inch line in Grant Street and an existing 12-inch line on private property to the north of the SCL Health development. The water line improvements will consist of 602LF of 8-inch main, two fire hydrants, a 3-inch domestic service connection, an 8-inch fire service connection, a 1 ½" irrigation service connection, and miscellaneous fittings. All pavement and curb/gutter removed for the installation of the new water main will be replaced.
2. A new sanitary sewer main will be constructed to the SCL Health development from the west in the existing Webster Lake Promenade development. The sanitary sewer improvements will consist of a connection to an existing manhole, 425LF of 8-inch main, and two 4-foot diameter manholes. The construction of the new public main will terminate at the Grant Street right-of-way adjacent to the SCL Health development. All pavement removed for the installation of the new sanitary sewer main will be replaced.
3. A detention pond will be constructed in the northwest corner of the SCL Health development. The pond improvements will consist of two forebays, trickle channels, a micropool, an outlet structure (including orifice plates and a trash rack), 96LF of 18-inch RCP (which includes a stub for the future detention pond outlet for the property to the north of the SCL Health development), and two manholes.
4. Two accesses to the SCL Health site from Grant Street will be constructed. The northern access will be a full movement access. The southern access will be limited to a right-in/ right-out access. Each access will consist of an 8-foot crossspan, two new accessible ramps, and asphalt pavement.
5. Signage will be provided at each of the new accesses. A stop sign will be provided at the northern access. A stop sign and one-way sign will be provided at the southern access. Miscellaneous striping will also be provided.

EXHIBIT D
ENGINEER'S COST ESTIMATES

SCL HEALTH COMMUNITY HOSPITAL					
PROJECTED SCHEDULE OF PUBLIC IMPROVEMENTS					
April 22, 2015					
	Item	Quantity	Unit	Unit Price	Total
1 WATER SYSTEM					
	12-inch Gate Valve	2	EA	\$3,475.00	\$6,950.00
	12-inch x 8-inch Tee	2	EA	\$900.00	\$1,800.00
	8-inch PVC	602	LF	\$57.00	\$34,314.00
	8-inch DIP (fire service)	50	LF	\$75.00	\$3,750.00
	8-inch x 1-1/2-inch Service (irrigation service)	1	EA	\$1,100.00	\$1,100.00
	8-inch x 3-inch Tee (domestic service)	1	EA	\$2,900.00	\$2,900.00
	8-inch x 8-inch Tee	1	EA	\$3,500.00	\$3,500.00
	8-inch Horizontal Bend	4	EA	\$700.00	\$2,800.00
	8-inch Gate Valve	5	EA	\$2,800.00	\$14,000.00
	8-inch Lowering	2	EA	\$2,700.00	\$5,400.00
	Fire Hydrant Assembly (tee, valve, hydrant)	2	EA	\$5,100.00	\$10,200.00
	3-inch Water Meter & Vault (domestic)	1	EA	\$12,500.00	\$12,500.00
	1-1/2-inch Water Meter & Pit (irrigation)	1	EA	\$8,000.00	\$8,000.00
	Water Sub-Total				\$107,214.00
2 SANITARY SEWER SYSTEM					
	Connect to Existing Manhole	1	LS	\$600.00	\$600.00
	8-inch PVC	425	LF	\$40.00	\$17,000.00
	4-foot Diameter Manhole	2	EA	\$4,500.00	\$9,000.00
	Sanitary Sewer Sub-Total				\$26,600.00
3 STORM DRAIN SYSTEM					
	Pond Grading	800	CY	\$2.50	\$2,000.00
	Forebay/Micropool	13	SY	\$75.00	\$975.00
	Concrete Trickle Channel	170	LF	\$10.00	\$1,700.00
	Outlet Structure	1	EA	\$10,000.00	\$10,000.00
	18-inch RCP	96	LF	\$69.00	\$6,624.00
	4-foot Diameter Manhole	1	EA	\$4,500.00	\$4,500.00
	5-foot Diameter Manhole	1	EA	\$5,100.00	\$5,100.00
	Storm Drain Sub-Total				\$28,899.00
4 STREETS					
	Remove Existing Curb, Gutter and Sidewalk	138	LF	\$8.00	\$1,104.00
	8' Concrete Crossspan	2	EA	\$2,700.00	\$5,400.00
	Accessible Ramp with Domes	4	EA	\$1,200.00	\$4,800.00
	Asphalt Paving	103	SY	\$25.00	\$2,583.33
	Asphalt Trench and Patchback	37	SY	\$55.00	\$2,047.22
	Remove and Replace Concrete Crossspan	80	SF	\$16.00	\$1,280.00
	Streets Sub-Total				\$17,214.56
5 TRAFFIC CONTROL					
	Signs	3	EA	\$300.00	\$900.00
	Pavement Markings	1	LS	\$1,200.00	\$1,200.00
	Traffic Control Sub-Total				\$2,100.00
				Total Projection	\$182,028
				Contingency (10%)	\$18,203
				GRAND TOTAL	\$200,230

**EXHIBIT E
LETTER OF CREDIT FORM**

BANK LETTERHEAD
NAME OF INSTITUTION
ADDRESS
CITY, STATE, ZIP

SAMPLE

DATE

IRREVOCABLE STANDBY LETTER OF CREDIT

BENEFICIARY:

PERMITTEE:

CITY OF NORTHGLENN
11701 COMMUNITY CENTER DRIVE
NORTHGLENN, COLORADO 80233

LETTER OF CREDIT NUMBER:

DATE ISSUED:

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

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

AMOUNT: \$AMOUNT U.S. DOLLARS

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

1. THIS ORIGINAL LETTER OF CREDIT.

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

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

SPECIAL CONDITIONS:

PARTIAL DRAWING IS PERMITTED.

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

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

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

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

NAME OF INSTITUTION
A MEMBER OF THE FEDERAL RESERVE SYSTEM

STANDBY LETTERS OF CREDIT