



Re-submittal Form

Case Name/ Number: PRC2023-00023; Midtown, Filing No. 13

Case Manager: Nick Eagleson

Re-submitted Items:

- ☒ Development Plan/ Site Plan
- ☒ Plat
- ☒ Parking/ Landscape Plan
- ☒ Engineering Documents
- ☒ Subdivision Improvements Agreement (Microsoft Wordversion or .pdf)
- ☐ Other: _____

*** All re-submittals must have this cover sheet and a cover letter addressing review comments.**

Please note the re-submittal review period is 21 days.

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- Identify any additional changes made to the original document

For County Use Only:

Date Accepted:

Staff (accepting intake):

Resubmittal Active: **Engineering; Planner; Right-of-Way; Addressing; Building Safety;**

Neighborhood Services; Environmental; Parks; **Attorney; Finance; Plan Coordination**

MEMORANDUM

To: Nick Eagleson - Adams County

Prepared By: Redland

Date: February 14, 2025

RE: Midtown Filing 13 FDP – 2nd Submittal Comment Responses

Response: Please be advised that the site plan has been updated. The development will now consist of 61 units, and the private drive configurations have been modified. These changes have resulted in revisions to the plat, Final Development Plan (FDP), and all associated construction documents.

Commenting Division: Planner 2nd Review

Comment: PLN01 – A Subdivision Improvements Agreement is required to be submitted as part of the final plat application.

Response: Noted, a draft SIA agreement and estimate has been provided with this submittal.

Comment: PLN02 – Page 2, Section F. There seems to be a typo where it reads “a 26-foot and 30-foot wide fire wide fire access alleys are for passenger vehicles garbage truck access and fire truck access only and allow for alley accessed garages.”

Response: *Thank you for flagging, the note has been revised to remove the typo “fire wide”.*

Comment: PLN03 – Page 2, Section I. Please provide specific detail about the permitted uses after amendments and prohibited uses within Filing 13.

Response: *The following detail has been added outlining the permitted and prohibited uses: “The permitted uses for filing 13 include: single-family attached housing, parks, open space and trails. Prohibited uses include commercial uses (except home occupations as outlined in the county code) and multi-family housing.”*

Comment: PLN 04 – On sheet 4, within the Active Open Space Total chart, please consider changing “sled hill” to something like “play hill” similar to how you have the call out labeled. This makes it sound more like a year-round opportunity.

Response: *Thank you for the recommendation, the line item in the Active Open Space Total chart has been updated to “sled hill” as suggested.*

Commenting Division: Development Engineering 2nd Review

Comment: A Subdivision Improvements Agreement (SIA) will be required for public improvements.

Response: Noted, a draft SIA agreement and estimate has been provided with this submittal.

Commenting Division: ROW Review 2nd Review

PRELIMINARY PLAT

Comment: ROW 1 - Legal ownership is Midtown LLC, formally known as Carma Westminster, LLC. Need to revise all ownership references to the full title.

Response: Revised as requested.

Comment: ROW2 - There is mention of and statements concerning the Midtown at Clear Creek Metropolitan District showing ownership and maintenance responsibilities. They must accept this as a signatory on this plat. Any utility easement for private utilities must be either be a recorded agreement and the reception number cited on the survey for the Final Plat. Otherwise, the ownership of these must remain with Midtown LLC and ownership provided to the metro district by other means as necessary. The survey must provide a statement that this will be completed, dedicated, or conveyed by separate instrument. A note will need to be provided stating they can be crossed. This is also an exception within the Dedication Statement that needs to be reviewed pending the above resolution.

Response: Ownership will be conveyed to the district using other methods after acceptance of the improvements by the district.

Comment: ROW3 - Need to add "PRELIMINARY PLAT" to the dedication statement and all sheets.

Response: Preliminary plat added to all sheets.

Comment: ROW4 - The Title Binder provided has two parcel legal descriptions. These legal descriptions must be cited verbatim as the current ownership as provided in the Binder, followed by the m/b legal for the new boundary of the subdivision. If current portion is contained within one of the parcel descriptions in the Binder, then state a portion of Parcel _ as described in the Binder followed by the current m/b legal.

Response: Revised as requested.

Comment: ROW5 - Per the recorded Statement of Authority for Midtown LLC two officers must execute the document. If possible, type out the information in the execution block for the two individuals required, and individual affirmations as to name, title, for Midtown LLC, formally known as Carma Westminster, LLC.

Response: Two signature blocks have been added.

Comment: ROW6 - Revise the Planning Commission Recommendation as: PLANNING COMMISSION APPROVAL RECOMMENDED FOR APPROVAL BY THE ADAMS COUNTY PLANNING COMMISSION THIS DAY OF _____ A.D. 202_

CHAIR

Response: Revised as requested.

Comment: ROW7 - Please remove all red and blue font colors from the sheets.

Response: Revised as requested.

Comment: ROW8 - Sheet 2, Note 6 has statements concerning PSCO. These references need to be removed as they will be an agreement between private parties outside of the survey and this is not public notice of their request. See Subdivision Checklist and Guidelines for approved easement note(s) and other statements and requirements. Add the widths of the easements platted into this note to define their dedication and ownership.

Response: Revised as requested.

Comment: ROW9 - Sheet 2, Note 9 conditions the plat with the Environmental Covenant. Provide additional information as to what the restrictions are and how they relate to the survey plat.

Response: The note refers to the covenant with a reception number. The environmental covenant should be referred to for these restrictions as this note would be too long to summarize this document.

FINAL PLAT

Comment: ROW1 - See comments for Preliminary Plat above as they pertain for the Final Plat except:

- The execution block and notary affirmation for each signatory of Midtown LLC must be provided.
- No blanks for recording citations will be permitted.

Response: Revised as requested.

Comment: ROW2 - Addressing for the lots is complete and will be provided for placement within the survey plat of the Final.

Response: Addressing will need to be revised with the new Site layout.

FDP

Comment: ROW1 - Add sheet numbers centered below the title on all sheets.

Response: Sheet numbers have been added to the bottom of the centered title on all FDP sheets as requested.

Comment: ROW2 - The legal description provided should match that of the Final Plat.

Response: The legal description provided with the FDP matches the Final Plat.

Comment: ROW3: If the Planning Commission needs to hear this FDP, add their recommendation block.

Response: The recommendation block for the Planning Commission has been added to the right side of the cover sheet.

Comment: ROW4: The execution block(s) for Midtown LLC needs to match that of the Final Plat. See comments. All reference to ownership must include FKA Carma Westminster, LLC

Response: The execution blocks for Midtown LLC match those shown on the Final Plat and reference FKA Carma Westminster, LLC in any reference to ownership.

Comment: ROW5: Need to add the county attorney's approval block: Approved as to Form.

Response: The county attorney's approval block has been added to the cover sheet as requested.

February 14, 2025

Layla Bajelan
Adams County Planning and Zoning
4430 South Adams County Parkway
Brighton, CO 80601

Re: Midtown Filing 13
Written Explanation of Project

Dear Layla Bajelan:

Please see the Midtown Filing Thirteen 3rd Final Development Plan (FDP) submittal items and responses for your review.

Midtown Filing Thirteen is intended to be a residential development in the eastern most section of the Midtown community south of W. 68th Avenue, north of the Clear Creek Corridor and is the final filing of Midtown at Clear Creek. The Final Development Plan (FDP) is comprised of approximately 13.57 acres including 5.88 acres of development, 5.69 acres of park and open space and 2.0 acres of wetland. Primary access to the FDP area is from W. 68th Ave. and W. 67th Ave. This FDP is an extension of the established block structure, vehicular circulation and landscape treatment approved and constructed throughout Midtown filings.

The proposed FDP and the corresponding Final Plat offers 61 additional alley-loaded townhomes. One type of townhome unit is proposed: alley-loaded with front porches to the street, green court, or open space. The townhomes will consist of multiple residences that share one (1) or two (2) walls with an adjoining home. These residences will take access from a private drive and sizes of residence will vary in square footage. No accessory dwelling units are permitted within Filing Thirteen.

Filing Thirteen improvements will include a park and open space area south of the future townhomes. There will be several trail connections from the existing and future neighborhoods to the park and regional Clear Creek Corridor. The open space seeks to create a more naturalized park area to mirror the feel of the Open Space Park in Filings 12 and 6 on the western edge of the community.

The minimum required open space (30% of the site) totals 4.07 AC, the provided open space shall be 5.69 AC – exceeding the minimum requirement by 1.62 AC. Of the 30% open space (4.07 AC), 25% is required as active recreation, the minimum required active recreation is 1.02 AC. The FDP provides 1.05 AC of active recreation with the following uses: trails, walks,

fitness stations, park plaza (seating, tables with chairs, shade, & cornhole), dog park plaza (tables with chairs & shade), dog parks (separate small and large dog enclosures and benches), one play field (sized for volleyball), and a play hill for play field observation, sledding, and rolling.

The Midtown Filing 13 FDP Park and Open Space design not only meets and exceeds the requirements of the approved Midtown at Clear Creek PDP Amendment No. 3 by providing 5.69 acres of Park space, but incorporates all of the specified program features as well. The specific requirements from the PDP Amendment are as follows:

Page 3 – “A 5 AC park is included on the eastern edge of Midtown to increase access to the parks and open across the community.”

Page 7 – “A 5.2 AC PA-7 Open Space and Park. Uses and character: Concrete Trail, Dog Park, Site Furniture and Picnic area.”

Based on feedback received during the Neighborhood Meeting held on October 2, 2023 the park and open space area provides various amenities such as a dog park, pocket park with open lawns for flexible play, and fitness stations. The dog park is a relocation of the existing feature currently on site, matches the current size (approximately 9,200 sf), and has been split into two areas for different sized dogs per neighborhood suggestion.

The estimated length of time for build-out of Filing Thirteen is approximately three (3) years from the time of approvals. A request for early grading permit will be submitted, with intent for County FDP and Plat approvals in the spring of 2025.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Josie O'Connor', with a stylized, flowing script.

Josie O'Connor, PLA
Project Manager



LAND TITLE GUARANTEE COMPANY

Date: February 03, 2025

Subject: Attached Title Policy/Guarantee

Enclosed please find your product relating to the property located at VACANT LAND, MIDTOWN, CO 00000.

If you have any inquiries or require further assistance, please contact Scott Cieslewicz at (303) 850-4189 or scieslewicz@ltgc.com

Chain of Title Documents:

[Adams county recorded 08/20/2007 under reception no. 2007000079792](#)

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

- 1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- 2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed and made a part of this policy.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(813) 371-1111 www.oldrepublictitle.com

By



President

Attest



Secretary

AMERICAN
LAND TITLE
ASSOCIATION



Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70812035.25422137 WHICH IS HEREBY CANCELLED

Order Number: RND70812035

Policy No.: PIB70812035.28021402

Liability: \$50,000.00

Fee: \$0.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

BROOKFIELD PROPERTIES

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of

January 30, 2025 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

CARMA WESTMINSTER, LLC, A COLORADO LIMITED LIABILITY COMPANY NOW KNOWN AS MIDTOWN LLC,
A COLORADO LIMITED LIABILITY COMPANY

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

FEE SIMPLE

3. The Land referred to in this Binder is described as follows:

PARCEL A:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTH 00° 46'21" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 88° 55'20" EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 544.84 FEET;
THENCE SOUTH 37° 28'57" EAST A DISTANCE OF 207.63 FEET;
THENCE SOUTH 50° 30'51" EAST A DISTANCE OF 238.43 FEET;
THENCE SOUTH 75° 10'36" EAST A DISTANCE OF 308.66 FEET;
THENCE SOUTH 14° 03'33" WEST A DISTANCE OF 28.49 FEET:

Old Republic National Title Insurance Company

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Order Number: RND70812035

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THENCE SOUTH 49° 30'31" WEST A DISTANCE OF 149.88 FEET;
THENCE SOUTH 80° 03'37" WEST A DISTANCE OF 189.18 FEET;
THENCE SOUTH 59° 38'34" WEST A DISTANCE OF 380.89 FEET;
THENCE SOUTH 55° 23'25" WEST A DISTANCE OF 236.69 FEET;
THENCE SOUTH 28° 10'21" WEST A DISTANCE OF 306.52 FEET;
THENCE SOUTH 40° 39'34" WEST A DISTANCE OF 63.23 FEET TO A POINT ON THE NORTH LINE OF A
PARCEL DESCRIBED IN BOOK 73 AT PAGE [186](#), ADAMS COUNTY, COLORADO RECORDS;
THENCE NORTH 89° 05'14" WEST ALONG SAID NORTH LINE A DISTANCE OF 153.15 FEET TO THE
NORTHWEST CORNER OF SAID PARCEL AND A POINT ON THE WEST LINE OF SAID NORTHEAST
QUARTER OF THE SOUTHEAST QUARTER;
THENCE NORTH 00° 46'21" EAST ALONG SAID WEST LINE A DISTANCE OF 1205.98 FEET TO THE TRUE
POINT OF BEGINNING,
COUNTY OF ADAMS, STATE OF COLORADO.

LESS AND EXCEPT THOSE PORTIONS OF MIDTOWN AT CLEAR CREEK FILING NO. 7 RECORDED
FEBRUARY 5, 2016 UNDER RECEPTION NO. [2016000009355](#).

PARCEL B:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3
SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 4;
THENCE NORTH 00 DEGREES 01 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF THE
NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 33.00 FEET
TO A POINT;
THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF THE
NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 50.00 FEET
TO A POINT ON THE EAST RIGHT OF WAY LINE OF PECOS STREET, SAID POINT BEING THE TRUE POINT
OF BEGINNING;
THENCE NORTH 00 DEGREES 01 MINUTES 14 SECONDS WEST ALONG SAID EAST RIGHT OF WAY A
DISTANCE OF 1,231.67 FEET;
THENCE NORTH 45 DEGREES 04 MINUTES 38 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A
DISTANCE OF 42.35 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST 68TH AVENUE;
THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE A
DISTANCE OF 1,241.79 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SAID SECTION 4;
THENCE SOUTH 00 DEGREES 07 MINUTES 49 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF
1,257.98 FEET TO A POINT 33.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF
THE SOUTHEAST QUARTER OF SAID SECTION 4; NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST
PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SAID SECTION 4 A DISTANCE OF 1,274.19 FEET TO THE TRUE POINT OF BEGINNING.
COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPTING THEREFROM, THAT PORTION IF ANY, AS CONTAINED IN INSTRUMENT RECORDED MARCH
27, 1990 IN BOOK 3658 AT PAGE [687](#), COUNTY OF ADAMS, STATE OF COLORADO.

AND EXCEPTING THOSE SUBDIVISIONS PLAT OF MIDTOWN AT CLEAR CREEK FILING NO. 5 RECORDED
DECEMBER 30, 2014 UNDER RECEPTION NO. [2014000091485](#), MIDTOWN AT CLEAR CREEK FILING NO. 7
RECORDED FEBRUARY 5, 2016 UNDER RECEPTION NO. [2016000009355](#),
MIDTOWN AT CLEAR CREEK FILING NO.10 RECORDED JANUARY 12, 2018 UNDER RECEPTION NO.

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70812035.25422137 WHICH IS HEREBY CANCELLED

Order Number: RND70812035

Policy No.: PIB70812035.28021402

[2018000004010](#) AND MIDTOWN AT CLEAR CREEK FILING NO.11 RECORDED JULY 9, 2019 UNDER
RECEPTION NO. [2019000053535](#)

4. The following documents affect the land:

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Old Republic National Title Insurance Company

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Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70812035.25422137 WHICH IS HEREBY CANCELLED

Order Number: RND70812035

Policy No.: PIB70812035.28021402

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(THIS ITEM WAS INTENTIONALLY DELETED)

39. EXISTING LEASES AND TENANCIES, IF ANY.

(AFFECTS ALL PARCELS)

(AFFECTS PARCEL A)

40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ARTICLES OF AGREEMENT BY AND BETWEEN THE COLORADO AGRICULTURAL DITCH AND MILL COMPANY AND WILLIAM S. ADAMS RECORDED MAY 23 1874 IN BOOK A2 AT PAGE [117](#).

(AFFECTS PARCEL A)

41. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WESTERN PAVING TRACT, FIRST FILING RECORDED AUGUST 08, 1973 UNDER RECEPTION NO. [A011002](#).

(AFFECTS ALL PARCELS)

42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTIONS RECORDED SEPTEMBER 24, 1974 IN BOOK 1955 AT PAGES [326](#), [332](#) AND [339](#).

(AFFECTS ALL PARCELS)

43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UNDERGROUND FACILITIES INFORMATION FILING RECORDED MARCH 15, 1993 IN BOOK 4038 AT PAGE [101](#).

(AFFECTS ALL PARCELS)

44. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CONVEYANCE OF EASEMENTS RECORDED SEPTEMBER 01, 1995 IN BOOK 4580 AT PAGE [562](#), SEPTEMBER 6, 1995 IN BOOK 4582 AT PAGE [531](#) AND OCTOBER 6, 1995 IN BOOK 4603 AT PAGE [661](#).

(AFFECTS ALL PARCELS)

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70812035.25422137 WHICH IS HEREBY CANCELLED

Order Number: RND70812035

Policy No.: PIB70812035.28021402

45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING HEARING DECISIONS RECORDED MARCH 28, 2007 UNDER RECEPTION NO. [2007000031694](#), MAY 9, 2007 UNDER RECEPTION NO. [2007000045835](#) AND MARCH 21, 2008 UNDER RECEPTION NO. [2008000022620](#).
(AFFECTS ALL PARCELS)
46. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ENVIRONMENTAL COVENANT RECORDED AUGUST 10, 2007 UNDER RECEPTION NO. [2007000077016](#).
(AFFECTS ALL PARCELS)
47. TERMS, RESERVATIONS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS, EASEMENTS AND ANY "REVERSIONS" AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED AUGUST 20, 2007 UNDER RECEPTION NO. [2007000079792](#).
(AFFECTS ALL PARCELS)
48. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GROUNDWATER EASEMENT RECORDED AUGUST 20, 2007 UNDER RECEPTION NO. [2007000079794](#).
(AFFECTS ALL PARCELS)
49. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SEEP WATER REMEDIATION SYSTEM EASEMENT RECORDED AUGUST 20, 2007 UNDER RECEPTION NO. [2007000079795](#).
(AFFECTS ALL PARCELS)
50. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN LIMITED ACCESS AGREEMENT AND EASEMENT RECORDED AUGUST 21, 2007 UNDER RECEPTION NOS. [2007000080311](#) AND [2007000080312](#).
(AFFECTS ALL PARCELS)
51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS RECORDED JANUARY 25, 2008 UNDER RECEPTION NO. [2008000006073](#) AND APPLICANT'S CERTIFICATION THERETO RECORDED JANUARY 25, 2008 UNDER RECEPTION NO. [2008000006072](#).
52. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CLEAR CREEK STATION METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 31, 2012 UNDER RECEPTION NO. [2012000082403](#).
(AFFECTS PARCEL A)
CLEAR CREEK STATION METROPOLITAN DISTRICT NOS. 1-3 DISCLOSURE RECORDED NOVEMBER 18, 2013 UNDER RECEPTION NO. [2013000098104](#).
(AFFECTS PARCEL A)
53. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE DEVELOPMENT PLAN MAPS RECORDED AUGUST 16, 2012 UNDER RECEPTION NO. [2012000060630](#), APRIL 11, 2014 UNDER RECEPTION NO. [2014000022044](#) AND JULY 18, 2014 UNDER RECEPTION NO. [2014000046992](#).
(AFFECTS PARCEL A)
54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS TO "ANY EASEMENTS CREATED AS PER SECTION 6, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MIDTOWN, A PLANNED COMMUNITY RECORDED OCTOBER 03, 2012 UNDER RECEPTION NO. [2012000074161](#) AND TERMINATIONS THERETO RECORDED JUNE 27, 2013 UNDER RECEPTION NOS. [2013000055285](#) AND [2013000055286](#) AND JULY 26, 2013 UNDER RECEPTION NO. [2013000064984](#). THE TERMINATIONS SUBJECT TO SECTION 15.2(B) OF SAID DECLARATION.

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70812035.25422137 WHICH IS HEREBY CANCELLED

Order Number: RND70812035

Policy No.: PIB70812035.28021402

(AFFECTS PARCEL A)

55. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM REGARDING A CONSOLIDATED RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAR CREEK STATION METROPOLITAN DISTRICT NOS. 1-3 CONCERNING THE IMPOSITION OF A DISTRICT DEVELOPMENT FEE, GENERAL OPERATIONS FEE, WORKING CAPITAL FEE AND ADMINISTRATIVE SETUP FEE RECORDED OCTOBER 22, 2012 UNDER RECEPTION NO. [2012000079298](#).

(AFFECTS PARCEL A)

56. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF EASEMENTS AND MASTER ARCHITECTURAL AND MAINTENANCE STANDARDS FOR MIDTOWN RECORDED JUNE 27, 2013, UNDER RECEPTION NO. [2013000055284](#) AND AFFIDAVIT OF CORRECTION RECORDED JULY 26, 2013 UNDER RECEPTION NO. [2013000064983](#).

(AFFECTS PARCEL A)

57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LOWER CLEAR CREEK DITCH COMPANY CROSSING AGREEMENT RECORDED OCTOBER 20, 2014 UNDER RECEPTION NO. [2014000072470](#).

(AFFECTS PARCEL A)

58. QUITCLAIM DEED WITH RESERVED ACCESS EASEMENT RECORDED DECEMBER 9, 2014 UNDER RECEPTION NO. [2014000086325](#) AS CORRECTED BY INSTRUMENTS RECORDED FEBRUARY 18, 2015 UNDER RECEPTION NOS. [2015000011061](#) AND [2015000011062](#).

59. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION APPROVING SUBDIVISION IMPROVEMENTS AGREEMENT FOR MIDTOWN AT CLEAR CREEK FILING NO. 7 RECORDED FEBRUARY 05, 2016 UNDER RECEPTION NO. [2016000009224](#).

(AFFECTS PARCEL A)

60. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MIDTOWN PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN FILING SEVEN RECORDED FEBRUARY 05, 2016 UNDER RECEPTION NO. [2016000009225](#) AND MIDTOWN PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN FILING SEVEN AMENDMENT NO. 1 RECORDED AUGUST 24, 2016 UNDER RECEPTION NO. [2016000070110](#).

(AFFECTS PARCEL A)

61. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION APPROVING APPLICATION RECORDED FEBRUARY 05, 2016 UNDER RECEPTION NO. [2016000009227](#).

(AFFECTS PARCEL A)

62. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 7 RECORDED FEBRUARY 5, 2016 UNDER RECEPTION NO. [2016000009355](#).

(AFFECTS PARCEL A)

63. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN WARRANTY DEED RECORDED MARCH 15, 1961 IN BOOK 897 AT PAGE [256](#).

(AFFECTS PARCEL B)

64. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING HEARING DECISION RECORDED JANUARY 23, 1987 IN BOOK 3264 AT PAGE [775](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

THIS POLICY IS ISSUED IN LIEU OF POLICY NO. PIB70812035.25422137 WHICH IS HEREBY CANCELLED

Order Number: RND70812035

Policy No.: PIB70812035.28021402

(AFFECTS PARCEL B)

65. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH IN THE CRESTVIEW PRELIMINARY PUD PLAN RECORDED JUNE 26, 1987 UNDER RECEPTION NO. [B751021](#).

(AFFECTS PARCEL B)

66. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HYLAND HILLS PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 15, 1987, IN BOOK 3367 AT PAGE [411](#).

(AFFECTS PARCEL B)

67. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING HEARING DECISION RECORDED MAY 07, 1991 IN BOOK 3775 AT PAGE [673](#).

(AFFECTS PARCEL B)

68. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CLEAR CREEK STATION METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 04, 2010, UNDER RECEPTION NO. [2010000076362](#).

(AFFECTS PARCEL B)

69. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MIDTOWN AT CLEAR CREEK FILING NO. 5 RECORDED DECEMBER 30, 2014 UNDER RECEPTION NO. [2014000091485](#).

(AFFECTS PARCEL B)

70. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MIDTOWN AT CLEAR CREEK FILING NO. 7 RECORDED FEBRUARY 5, 2016 UNDER RECEPTION NO. [2016000009355](#).

(AFFECTS PARCEL B)

71. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MIDTOWN AT CLEAR CREEK FILING NO. 10 RECORDED JANUARY 12, 2018 UNDER RECEPTION NO. [2018000004010](#).

(AFFECTS PARCEL B)

72. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MIDTOWN AT CLEAR CREEK FILING NO. 11 RECORDED JULY 9, 2019 UNDER RECEPTION NO. [2019000053535](#).

(AFFECTS PARCEL B)

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$135 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

THIS PRODUCT WILL ONLY BE UPDATED FOR 24 MONTHS FOLLOWING THE EFFECTIVE DATE OF THE ORIGINAL BINDER.

Midtown Filing 13**Exhibit C - Opinion of Probable Cost**

Date: February 11, 2025

JN: 10015.025

Open Space and Park Plan	Extension
Hardscape	\$137,817
Softscape	\$83,414
Irrigation	\$235,646
Dog Park	\$35,092
Furnishing and Shelters	\$66,100
Fitness Stations and Games	\$55,100
Grading and Clearing	\$45,796
Subtotal	\$658,965
Summary Subtotal	\$658,965
Additional 20% Administration	\$131,793.00
5% Inflation per Year	\$39,537.90
5% Inflation per Year Two	\$41,514.80
Total Cost	\$871,811

MIDTOWN FILING 13

OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

The map shows a section of Albuquerque, NM, with several streets and landmarks. West 72nd Avenue runs horizontally across the top. West 68th Avenue and West 64th Avenue run horizontally below it. Federal Blvd runs vertically on the left. Pecos Street runs vertically on the right. Clear Creek runs diagonally from the bottom left towards the center. Interstate 76 runs diagonally from the bottom right towards the center. A black dot is located on West 68th Avenue, between Pecos Street and Interstate 76, indicating the proposed location of the new Albuquerque Convention Center. A shaded area represents the existing convention center building, located on the east side of West 68th Avenue, south of Interstate 76. A north arrow is located in the bottom left corner. Highway shields for 36 and 76 are shown. The text 'FILING 13' is visible on the right side of the map.

$$1'' = 2000$$

Sheet List Table

OWNER / DEVELOPER

Midtown, LLC

6465 S. Greenwood Village Blvd., Suite 700

Centennial, Colorado 80111

303.790.6604 voice

Contact: Chris Bremner

Email: christopher.bremner@brookfieldrp.com

Redland
Canal Ct., Bldg A
, Colorado 80120
283.6783 voice
Evan Rumney, P.E.
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Redland
1500 W. Canal Ct., Bldg A
Littleton, Colorado 80120
303.283.6783 voice
Contact: Susan Wade
Email: swade@redland.com

CHAIR

APPROVED AS TO FORM

■ Landscape Architecture
 ■ Land Planning
 ■ Civil Engineering
 ■ Construction Management

PROJECT NO.: 220336.01		DATE	NOTES
	10/16/2023	1	1ST SUBMITTAL TO COUNTY
	01/19/2024	2	2ND SUBMITTAL TO COUNTY
	02/14/2025	3	3RD SUBMITTAL

MIDTOWN FILING 13

1 OF 7

NOT FOR CONSTRUCTION

I:\2010\10015 - midtown\CADD\sheet_sets\10015.025 filing 13 fdp\Midtown Filing 13-Written Narrative_FDP.dwg tab: 2 OF 7 NOTES AND PLANT SCHEDULE Feb 14, 2025 - 3:52pm jccornor

MIDTOWN FILING 13

PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST

OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 7

NARRATIVE:

A. EXPLANATION OF CHARACTERISTICS OF THE PUD

THE FILING THIRTEEN PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (PUD-FDP) AREA AT MIDTOWN IS COMPRISED OF APPROXIMATELY 13.57 ACRES AND IS LOCATED IN THE EASTERN MOST SECTION OF THE MIDTOWN COMMUNITY SOUTH OF W 68TH AVENUE AND NORTH OF THE CLEAR CREEK CORRIDOR. THIS FDP IS AN EXTENSION OF THE ESTABLISHED BLOCK STRUCTURE, VEHICULAR CIRCULATION AND LANDSCAPE TREATMENT APPROVED AND CONSTRUCTED THROUGHOUT MIDTOWN FILINGS.

THE PROPOSED NEIGHBORHOOD OFFERS 61 ADDITIONAL ALLEY-LOADED TOWN HOMES. THE OPEN SPACE IMPROVEMENTS IN THIS FDP SEEKS TO CREATE AN ENHANCED PARK AND NATURALIZED AREA ADJACENT TO THE CLEAR CREEK CORRIDOR FOR THE GREATER MIDTOWN COMMUNITY.

B. POTENTIAL IMPACT OR PROPOSED MITIGATION ON THE SURROUNDING AREA

THE PUD-FPD IS CONSISTENT WITH THE APPROVED PRELIMINARY DEVELOPMENT PLAN (PDP). THE COMPLETED MIDTOWN PDP IS COMPRISED OF APPROXIMATELY 181.8 ACRES.

C. CONTEMPLATED INTENSITY AND DENSITY OF LAND USE

61 ATTACHED TOWN HOME USES ARE PROPOSED IN THE FILING THIRTEEN PUD-FDP AND THE CORRESPONDING FINAL PLAT. THE PROPOSED DENSITY AND LAND COVERAGE IS CONSISTENT WITH THE THIRD AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN FOR MIDTOWN.

PER THE APPROVED PDP FOR MIDTOWN, THE OVERALL NUMBER OF ALLOWABLE RESIDENTIAL UNITS IS 1,208 WITH A GROSS DENSITY OF APPROXIMATELY 6.6 DWELLING UNITS PER ACRE, FILING 13 IS PROPOSING 4.5 GROSS DWELLING UNITS PER ACRE.

D. NUMBER, TYPE, AND SIZE OF BUILDINGS AND/OR UNITS

61 ATTACHED RESIDENTIAL TOWN HOME UNITS ARE PROPOSED IN THE FILING THIRTEEN PUD-FDP AND THE CORRESPONDING FINAL PLAT. ONE TYPE OF TOWN HOME UNIT IS PROPOSED: ALLEY-LOADED WITH FRONT PORCHES TO THE STREET, GREEN COURT OR OPEN SPACE.

THE TOWN HOMES WILL CONSISTS OF MULTIPLE RESIDENCES THAT SHARE ONE (1) OR TWO (2) WALLS WITH AN ADJOINING HOME. THESE RESIDENCES WILL TAKE ACCESS FROM A PRIVATE DRIVE AND SIZES OF RESIDENCE WILL RANGE FROM 1,500 SF TO 2,600 SF. NO ACCESSORY DWELLING UNITS ARE PERMITTED WITHIN FILING THIRTEEN.

E. PROVISIONS FOR PARKING

PER THE PDP, MIDTOWN IS REQUIRED TO PROVIDE 2.5 PARKING SPACES PER DWELLING UNIT OVERALL. FILING THIRTEEN PROVIDES 158 SPACES AT 2.59 SPACES PER UNIT. PARALLEL PARKING IS NOT ALLOWED BETWEEN THE GARAGE AND PAVED ALLEY, BUT IS PERMITTED ALONG INTERNAL ROADWAYS. REFER TO THE PARKING EXHIBIT ON SHEET 6.

F. CIRCULATION AND ROAD PATTERNS

FILING THIRTEEN WILL GAIN ACCESS FROM W 68TH AVE. AND W 67TH AVE. AND ALL PUBLIC STREETS SHALL MEET THE STANDARDS APPROVED AS PART OF THE PDP. THE PRIVATE DRIVES WILL ALSO PROVIDE LOOPING CIRCULATION INTERNAL TO THE NEIGHBORHOOD. ALLEYS AND PRIVATE DRIVES WILL BE USED TO ACCESS GARAGES AND PARKING FOR THE HOMES. THE 26-FOOT WIDE FIRE ACCESS ALLEYS ARE FOR PASSENGER VEHICLES, GARBAGE TRUCK ACCESS AND FIRE TRUCK ACCESS ONLY AND ALLOW FOR ALLEY-ACCESSED GARAGES.

G. OWNERSHIP AND MAINTENANCE OF COMMON AREAS

ALL COMMON AREAS WILL BE OWNED AND MAINTAINED BY THE MIDTOWN AT CLEAR CREEK METROPOLITAN DISTRICT (“MCCMD”). MCCMD IS RESPONSIBLE FOR THE ENFORCEMENT OF LANDSCAPE MAINTENANCE REQUIREMENTS THROUGH THE DRC (DESIGN REVIEW COMMITTEE) WHICH WILL REVIEW PRIVATE OPEN SPACE DESIGN FOR COMPATIBILITY. ALL LOTS SHALL NOT BE FENCED IN FILING THIRTEEN, THEREFORE MAKING FRONT LAWNS A PART OF THE OPEN SPACE OR GREEN COURTS. THE COUNTY, ITS ACCESSOR OR ASSIGNS SHALL BE RESPONSIBLE FOR MAINTAINING ALL LOCAL STREET AFTER DEDICATION, CONSTRUCTION AND ACCEPTANCE HAS BEEN GRANTED. ALLEYS, PRIVATE DRIVES AND LAND ABUTTING THE RIGHT-OF WAY SHALL BE PRIVATELY MAINTAINED BY MCCMD. DOG STATIONS WILL BE MAINTAINED BY MCCMD.

H. TYPE, LOCATION, EXAMPLES OF COPY AND CONSTRUCTION OF SIGNS

ENTRY MONUMENTS AT MIDTOWN ARE LOCATED AT KEY INTERSECTIONS AND CROSSINGS. THIS PUD-FDP INCLUDES NO ADDITIONAL MONUMENTATION.

I. TYPE AND ALLOCATION OF ALL USES INCLUDING PERMITTED USES, USES PERMITTED AFTER AMENDMENT TO THE PUD AND PROHIBITED USES

PER THE 2017 PDP AMENDMENT #03, CHANGES THAT IMPACTED FILING 13 INCLUDE: 1) THE ELIMINATION OF MULTI-FAMILY LAND USE AND 2) THE REQUIREMENT FOR A 5 AC PARK. THE 2017 PDP AMENDMENT ALSO REDUCED THE OVERALL MIDTOWN UNIT COUNT FROM 1,608 TO 1,208 UNITS. THE PERMITTED USES FOR FILING 13 INCLUDE: SINGLE-FAMILY ATTACHED HOUSING, PARKS, OPEN SPACE AND TRAILS. PROHIBITED USES INCLUDE COMMERCIAL USES (EXCEPT HOME OCCUPATIONS AS OUTLINED IN THE COUNTY CODE) AND MULTI-FAMILY HOUSING.

J. LOCATION AND TYPES OF LANDSCAPING AND MAINTENANCE PROVISIONS

THE APPROVED MIDTOWN PDP INCLUDED A VARIETY OF PARKS AND OPEN SPACES STRATEGICALLY LOCATED THROUGHOUT THE COMMUNITY. THIS PUD-FDP INCLUDES STREETScape LANDSCAPE, GREEN COURTS, AND A 5.69 ACRE PARK AND OPEN SPACE AREA. THE PARK, LANDSCAPE TRACTS, AND TREE LAWNS SHALL BE MAINTAINED BY THE MCCMD.

K. DESCRIPTION OF BUILDING ENVELOPES INCLUDING SQUARE FOOTAGE AND/OR NUMBER OF UNITS, MINIMUM BUILDING SETBACKS(S), HEIGHT AND GENERAL EXTERNAL CHARACTERISTICS

BUILDING SETBACKS, ENVELOPES, AND BUILD HEIGHT ARE BASED ON THE DEVELOPMENT STANDARDS APPROVED IN THE PDP. SHEET 7 OF THIS PUD-FDP FURTHER DESCRIBES LOT AND BUILDING STANDARDS. COMMUNITY AMENITY STRUCTURES SHALL HAVE A MINIMUM BUILDING SETBACK OF 50' MEASURED FROM RESIDENTIAL LOT AND A MAXIMUM BUILDING HEIGHT OF 28' FT.

ARCHITECTURAL DESIGN ALLOWS FOR INCORPORATION OF A VARIETY OF ARCHITECTURAL STYLES FROM CONTEMPORARY TO CRAFTSMAN OR PRAIRIE. ALL COMMUNITY DEVELOPMENT ON THE PROPERTY SHOULD COMPLY WITH THESE STANDARDS WHEN THEY ARE ADOPTED BY THE DESIGN REVIEW COMMITTEE. IN ADDITION, 3RD FLOOR OPTIONS MAY BE AVAILABLE ON SELECT UNITS AND RANCH UNITS WILL BE PERMITTED ONLY ON ZERO STEP (ACCESSIBLE) LOTS.

L. COVENANTS TO BE IMPOSED

ARCHITECTURAL AND LANDSCAPE DESIGN GUIDELINES HAVE BEEN DEVELOPED FOR MIDTOWN. ALL BUILDERS AND HOME OWNERS WILL BE REQUIRED TO GO THROUGH THE DRC.

M. UTILIZATION AND LOCATION OF OUTDOOR STORAGE

ALL PROPOSED MARKETING / TEMPORARY SIGNAGE WILL BE SUBMITTED FOR APPROVAL AND MEET COUNTY SIGNAGE STANDARDS OR ORDINANCES.

N. UTILITY SERVICES

NORTH PECOS WATER AND SANITATION DISTRICT HAVE INDICATED THEY HAVE ADEQUATE CAPABILITY TO SERVE THIS PROPERTY WITH BOTH WATER AND SANITARY SEWER. XCEL ENERGY WILL PROVIDE GAS AND ELECTRIC SERVICES TO THE PROPERTY. APPROPRIATE EASEMENTS FOR ASSOCIATED IMPROVEMENTS AND UTILITY LINES ARE INCLUDED ON THE FILING THIRTEEN SUBDIVISION FINAL PLAT.

O. ESTIMATED TIME TABLE FOR DEVELOPMENT

THE ESTIMATED LENGTH OF TIME FOR BUILD-OUT OF THE FILING THIRTEEN PUD-FDP IS APPROXIMATELY THREE (3) YEARS FROM TIME OF APPROVALS. GRADING WOULD COMMENCE DIRECTLY AFTER COUNTY APPROVAL WITH AN INTENT FOR INITIAL ACCEPTANCE TO START CONSTRUCTION OCCURRING IN THE SPRING / SUMMER OF 2025. FULL BUILD-OUT FOR THE MIDTOWN NEIGHBORHOOD IS APPROXIMATELY FIVE (5) TO TEN (10) YEARS.

P. ANY OTHER PERTINENT FACTORS CONCERNING THE DEVELOPMENT

ADAMS COUNTY FIRE DISTRICT WILL SERVE MIDTOWN PROPERTY EAST OF PECOS, INCLUDING FILING THIRTEEN PUD-FDP AREA.

Q. DEFINITIONS

ALLEY LOADED / REAR LOADED GARAGE: A GARAGE WITH A VEHICULAR DOOR ACCESS LOCATED ONTO AN ALLEY AT THE REAR (SOMETIMES SIDE) OF THE LOT.

R. STAGING:

STAGING WILL BE PER THE APPROVED SIA FOR FILING THIRTEEN.

CASE NUMBER: PRC2023-00023



PROJECT NO: 22036.01		NOTES	
DATE	NO.		
10/16/2023	1	1ST SUBMITTAL TO COUNTY	
01/19/2024	2	2ND SUBMITTAL TO COUNTY	
02/14/2025	3	3RD SUBMITTAL	

MIDTOWN FILING 13
FINAL DEVELOPMENT PLAN
WRITTEN NARRATIVE

SHEET

2 OF 7

NOT FOR CONSTRUCTION

MIDTOWN FILING 13
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 7

CASE NUMBER: PRC2023-00023

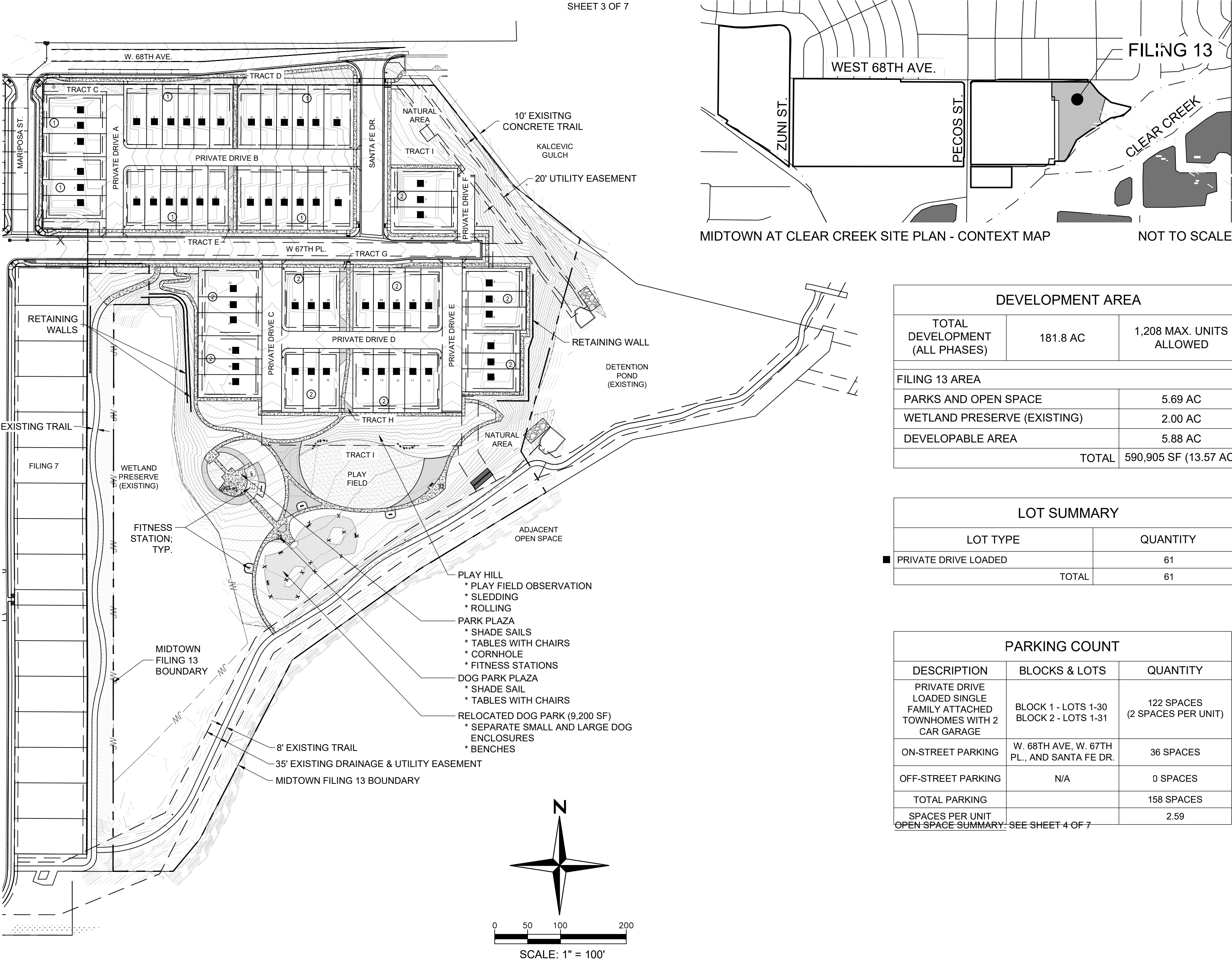
Redland

WHERE GREAT PLACES BEGIN

720.283.6783
REDLAND.COM

Land Planning
Civil Engineering

Landscape Architecture
Construction Management



DEVELOPMENT AREA		
TOTAL DEVELOPMENT (ALL PHASES)	181.8 AC	1,208 MAX. UNITS ALLOWED
FILING 13 AREA		
PARKS AND OPEN SPACE	5.69 AC	
WETLAND PRESERVE (EXISTING)	2.00 AC	
DEVELOPABLE AREA	5.88 AC	
TOTAL	590,905 SF (13.57 AC)	

LOT SUMMARY	
LOT TYPE	QUANTITY
PRIVATE DRIVE LOADED	61
TOTAL	61

PARKING COUNT		
DESCRIPTION	BLOCKS & LOTS	QUANTITY
PRIVATE DRIVE LOADED SINGLE FAMILY ATTACHED TOWNHOMES WITH 2 CAR GARAGE	BLOCK 1 - LOTS 1-30 BLOCK 2 - LOTS 1-31	122 SPACES (2 SPACES PER UNIT)
ON-STREET PARKING	W. 68TH AVE, W. 67TH PL., AND SANTA FE DR.	36 SPACES
OFF-STREET PARKING	N/A	0 SPACES
TOTAL PARKING		158 SPACES
SPACES PER UNIT		2.59
OPEN SPACE SUMMARY: SEE SHEET 4 OF 7		

I:\2010\10015 - midtown\CADD\sheet sets\10015.025 filing 13 fdp\Midtown Filing 13-Site Plan_FDP.dwg tab: 3 OF 7 SITE PLAN Feb 14, 2025 - 3:53pm jconnor

MIDTOWN FILING 13
FINAL DEVELOPMENT PLAN
SITE PLAN

SHEET

3 OF 7

NOT FOR CONSTRUCTION

MIDTOWN FILING 13
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 4 OF 7

CASE NUMBER: PRC2023-00023

Redland

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REDLAND.COM

Land Planning

Civil Engineering

Landscape Architecture

Construction Management

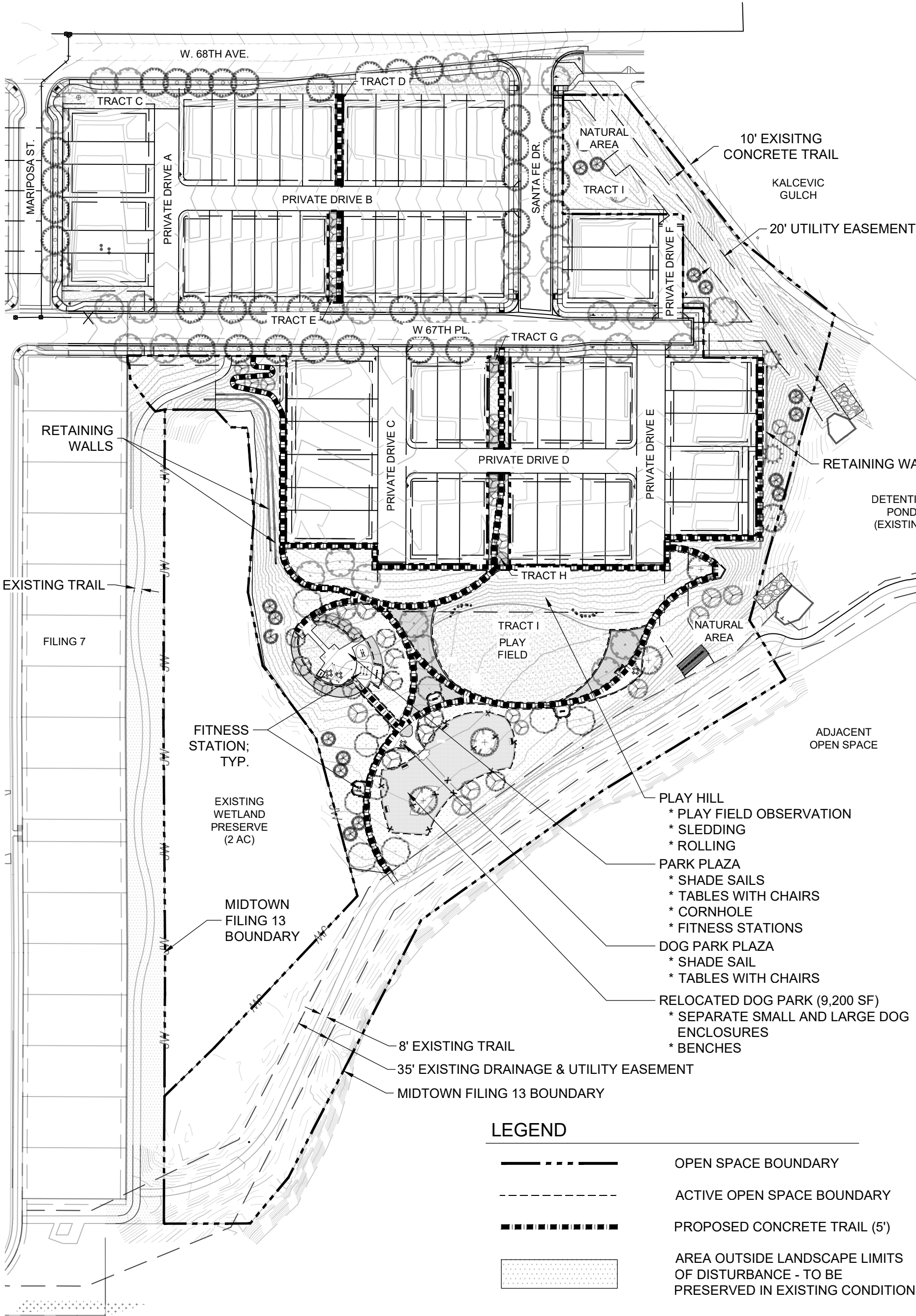
PROJECT NO.	22036.01	DATE	NO.	NOTES
		10/16/2023	1	1ST SUBMITTAL TO COUNTY
		01/19/2024	2	2ND SUBMITTAL TO COUNTY
		02/14/2025	3	3RD SUBMITTAL

MIDTOWN FILING 13
FINAL DEVELOPMENT PLAN
OPEN SPACE

SHEET

4 OF 7

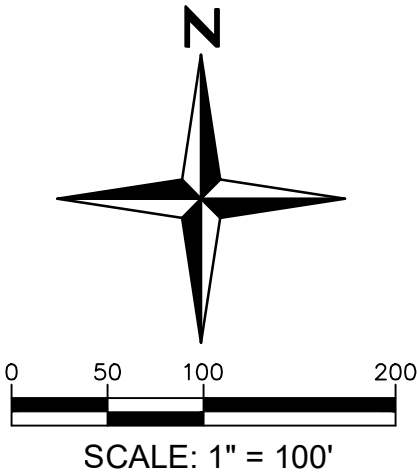
NOT FOR CONSTRUCTION



ACTIVE OPEN SPACE TOTAL	
PARK PLAZA	3,400 SF
FITNESS STATIONS	1,427 SF
CONCRETE TRAILS	12,923 SF
CRUSHER FINE TRAILS	0 SF
PLAY FIELD	15,244 SF
DOG PARK	9,760 SF
DOG PARK PLAZA	791 SF
PLAY HILL	2,130 SF
ACTIVE OPEN SPACE TOTAL	45,675 SF
	1.05 AC

OPEN SPACE SUMMARY				
FILING ACRES	OPEN SPACE REQUIRED (30% MINIMUM)	OPEN SPACE PROVIDED	REQUIRED % OF REQUIRED OPEN SPACE AS ACTIVE RECREATION (25% MIN)	ACTIVE RECREATION PROVIDED
13.57 AC	4.07 AC (30%)	5.69 AC (42%) - (1)	1.02 AC	1.05 AC (26%) - (2)
590,905 SF	177,272 SF	247,856 SF	44,318 SF	45,675 SF

- NOTES:
- TOTAL OPEN SPACE ACREAGE PROVIDED ABOVE DOES NOT INCLUDE THE EXISTING TWO (2) ACRE WETLAND PRESERVE IN THE CALCULATION.
 - ALL CALCULATIONS ARE BASED ON ADAMS COUNTY DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS, WHICH REQUIRE A MINIMUM OPEN SPACE THAT IS 30% OF THE TOTAL ACREAGE, AND THAT 25% OF THE MINIMUM REQUIRED OPEN SPACE SHALL BE ACTIVE. PER THE PDP, FILING 13 SHALL HAVE A MINIMUM OF ±4.3 AC OF OPEN SPACE, AND OF THAT A MINIMUM OF 1.02 AC SHALL BE ACTIVE.
 - OPEN SPACE CONSISTS OF SODDED AREAS, STREETSIDE LANDSCAPE, AND NATIVE / NATURAL AREAS.
 - ACTIVE OPEN SPACE CONSISTS OF SITE AMENITIES, DOG PARK, WALKS, TRAILS, PLAY FIELDS, GATHERING SPACES, FITNESS AREAS, AND DOG PARK.
 - REQUIRED TREES AND SHRUBS: A MINIMUM OF ONE (1) LARGE TREE AND TWO (2) ORNAMENTAL TREES AND TWO (2) SHRUBS, SHALL BE REQUIRED FOR EACH INCREMENT OF FIFTEEN HUNDRED (1,500) SQUARE FEET IN WESTERN ADAMS COUNTY. (ADAMS COUNTY DESIGN REQUIREMENTS AND PERFORMANCE STANDARDS, CHAPTER 4, 4-19-09-01-03 DWELLING, TOWNHOUSE LANDSCAPING, 3)
 - TREES/SHRUBS REQUIRED: 119/237
 - TREES/SHRUBS PROVIDED: 134/237



MIDTOWN FILING 13
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 5 OF 7

CASE NUMBER: PRC2023-00023

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Land Planning

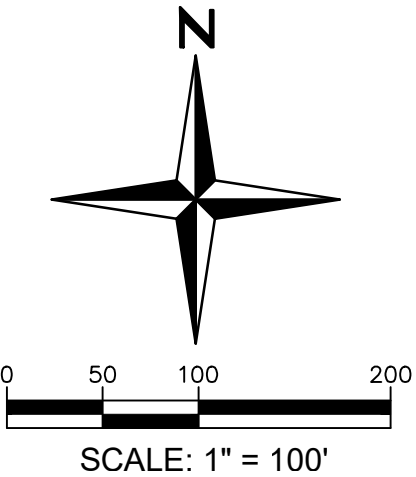
Civil Engineering

Landscape Architecture

Construction Management

	RESPONSIBLE PARTY	
	INSTALLATION	OWNERSHIP + MAINTENANCE
ENTIRE TRACTS:		
A	BUILDER/DEVELOPER	MCCMD
B	BUILDER/DEVELOPER	MCCMD
C	BUILDER/DEVELOPER	MCCMD
D	BUILDER/DEVELOPER	MCCMD
E	BUILDER/DEVELOPER	MCCMD
F	BUILDER/DEVELOPER	MCCMD
G	BUILDER/DEVELOPER	MCCMD
H	BUILDER/DEVELOPER	MCCMD
I	BUILDER/DEVELOPER	MCCMD
J	BUILDER/DEVELOPER	MCCMD
K	BUILDER/DEVELOPER	MCCMD
TREE LAWNS ADJACENT TO:		
TRACT:		
C	BUILDER/DEVELOPER	MCCMD
D	BUILDER/DEVELOPER	MCCMD
E	BUILDER/DEVELOPER	MCCMD
G	BUILDER/DEVELOPER	MCCMD
BLOCKS:		
1	BUILDER/DEVELOPER	MCCMD
2	BUILDER/DEVELOPER	MCCMD

- LANDSCAPE AND INSTALLATION MAINTENANCE NOTES:**
- REFER TO THE INSTALLATION, OWNERSHIP, AND MAINTENANCE CHART AND DIAGRAMS ON THIS SHEET FOR A REPRESENTATION OF COMMON AREA INSTALLATION AND MAINTENANCE RESPONSIBILITIES.
 - TREE LAWNS ARE LOCATED BETWEEN SIDEWALKS AND ROADWAYS, GENERALLY WITHIN THE RIGHT-OF-WAY. THE CHART AND DIAGRAMS ON THIS SHEET WILL SPECIFY THE PARTIES RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF TREE LAWNS. IN MANY CASES, ONE PARTY MAY BE REQUIRED TO INSTALL THE TREE LAWN (E.G. THE HOMEBUILDER) BUT MAINTENANCE WILL BE PERFORMED BY ANOTHER PARTY (E.G. THE MCCMD).
 - THE INSTALLATION OF LANDSCAPING, REGARDLESS OF RESPONSIBLE PARTY OR LOCATION, INCLUDES, AT A MINIMUM, THE COST AND EFFORT TO PROVIDE FOR ALL OF THE FOLLOWING: IRRIGATION WATER TAPS, PLANT MATERIAL, GROUND COVER, OTHER LANDSCAPING ELEMENTS, AND IRRIGATION INSTALLATION AS CALLED FOR ON THE PLANS.
 - ONCE THE COMMON AREA LANDSCAPE IS INSTALLED AND COMPLETED, THE MCCMD WILL REVIEW THE INSTALLATION IN ACCORDANCE WITH MCCMD'S POLICIES AND PROCEDURES FOR THE ACCEPTANCE AND ACQUISITION OF PUBLIC IMPROVEMENTS. IF APPROVED, THE DISTRICT WILL THEN ACCEPT THE IMPROVEMENTS AND BEGIN THE PROCESS OF OWNING AND MAINTAINING THE LANDSCAPE FOR THE AREAS IDENTIFIED ON THIS SHEET.
 - IF THE MCCMD DETERMINES THAT THE LANDSCAPE WAS NOT CORRECTLY INSTALLED, THE RESPONSIBILITY FOR ENSURING THAT THE LANDSCAPE IS CORRECTED FALLS TO THE PARTY RESPONSIBLE FOR INSTALLATION, AS SHOWN ON THE INSTALLATION CHART ON THIS SHEET.
 - THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED. WARRANTY WORK AND REPAIRS SHALL BE COMPLETED BY THE CONTRACTOR BEFORE THE MCCMD GRANTS FINAL ACCEPTANCE.
 - MAINTAINING LANDSCAPES INCLUDES IRRIGATION, MOWING OF TURF AREAS, PRUNING TREES AND SHRUBS, WEED CONTROL, AND OTHER MAINTENANCE TASKS.



MIDTOWN FILING 13
FINAL DEVELOPMENT PLAN
OWNERSHIP AND MAINTENANCE

SHEET

5 OF 7

NOT FOR CONSTRUCTION

I:\2010\10015 - midtown\CADD\sheet sets\10015.025 filing 13 fdp\Midtown Filing 13-Ownership Exhibit_FDP.dwg tab: 5 OF 7 OWNERSHIP AND MAINTENANCE Feb 14, 2025 -- 3:54pm jccomnor

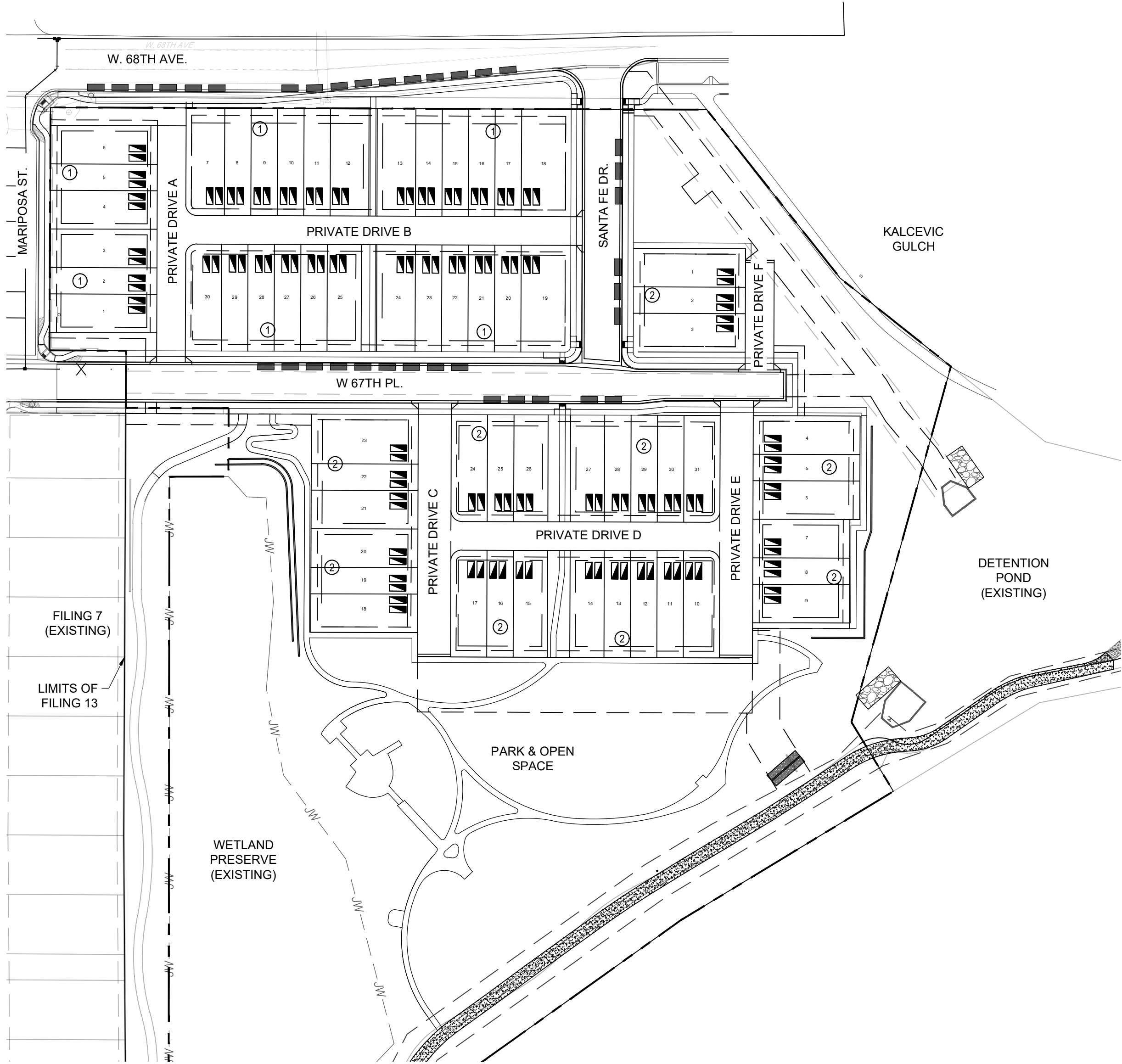
MIDTOWN FILING 13

PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 6 OF 7

CASE NUMBER: PRC2023-00023



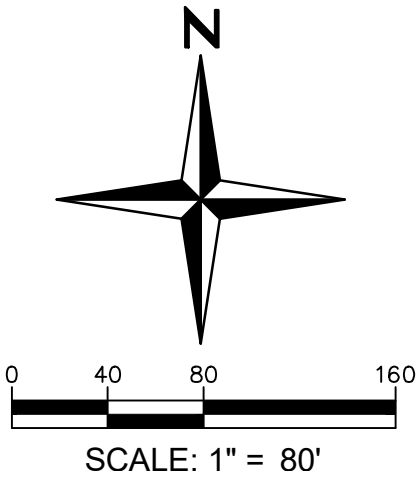
LEGEND:

- 158 SPACES - TOTAL TOWNHOME PARKING
- 122 SPACES - TOWNHOME (TWO CAR GARAGE UNITS)
2 SPACES GARAGE
 - 36 SPACES - PARALLEL PARKING - GUEST (8'x23')

PARKING REQUIRED	
153	PER THE APPROVED PDP, MIDTOWN FILING 13 SHALL HAVE 2.5 SPACES / UNIT OVERALL (61 X 2.5)
153	TOTAL PARKING REQUIRED (2.5 SP/UNIT)

PARKING PROVIDED PER PDP REQUIREMENTS	
122	TOWNHOMES 122 SPACES (2 SPACES X 61 TWO CAR GARAGES)
36	ON STREET PARKING SPACES
N/A	OFF STREET PARKING SPACES
158	TOTAL PARKING SPACES (2.63 SP/UNIT)*

* PARKING PROVIDED (2.59 SP/UNIT)
EXCEEDS PDP REQUIRED (2.5 SP/UNIT)



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Landscape Architecture

Construction Management

PROJECT NO.	22036.01
DATE	10/16/2023
NO.	1
NOTES	1ST SUBMITTAL TO COUNTY
DATE	01/19/2024
NO.	2
NOTES	2ND SUBMITTAL TO COUNTY
DATE	02/14/2025
NO.	3
NOTES	3RD SUBMITTAL

MIDTOWN FILING 13
FINAL DEVELOPMENT PLAN
PARKING EXHIBIT

SHEET

6 OF 7

NOT FOR CONSTRUCTION

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 7 OF 7

THE PROPOSED SETBACK AND HEIGHT RESTRICTIONS ARE DUPLICATED FROM THE SECOND AMENDMENT TO THE PDP FOR THE MIDTOWN PUD AS APPLICABLE TO FILING 13.

(REFERENCES COPIED FROM THE SECOND AMENDMENT TO THE PDP)

12. PORTIONS OF THE FOUNDATIONS AND CORRESPONDING ELEVATIONS FOR FRONTS OF HOMES DESIGNED TO ACHIEVE THE DESIRED "ZEST" CHARACTER ARE PERMITTED TO ENCROACH INTO THE FRONT SETBACK AREA UP TO 3'. "ZEST" CHARACTER MAY BE ACHIEVED BY ANGLING A PORTION OF THE BUILDING FOUNDATION, PROJECTING A PORTION OF THE BUILDING FOUNDATION OR A CHANGE IN THE MATERIAL IN THE BUILDING FACADE.

MIDTOWN WILL PROVIDE A "FRESH ARCHITECTURAL CHARACTER" FOR THE FRONT RANGE RESIDENTIAL OFFERINGS. HARNESSING OUR "FREE-RANGE SPIRIT", THE TRADITIONAL CRAFTSMAN, PRAIRIE, AND FARMHOUSE ROOTS WILL EVOLVE INTO INNOVATIVE STYLES FOR THE NEW DEVELOPMENT THAT SIMULTANEOUSLY BLENDS WITH THE ESTABLISHED MIDTOWN CHARACTER. SIMPLE FORMS, RICH COLORS, AND ARTFUL DETAILS WILL COMBINE TO CREATE DISTINCTIVE AND REASONABLY PRICED HOMES. REFERENCE THE APPROVED SECOND AMENDMENT TO THE PRELIMINARY DEVELOPMENT PLAN FOR FURTHER INFORMATION.

THE FOLLOWING ARE THE PRODUCT TYPES PROPOSED IN THIS FDP. TYPICAL PRODUCT IMAGE AND PLAN VIEWS ARE A REPRESENTATION OF ARCHITECTURE CHARACTER AND FORM: FINAL ARCHITECTURE MAY VARY.

NOT TO SCALE

[illegible]

SHEET

7 OF 7

MIDTOWN AT CLEAR CREEK : FILING 13

LANDSCAPE CONSTRUCTION DOCUMENTS

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 68 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

LANDSCAPE COVER SHEET

PROJECT TEAM

OWNER / DEVELOPER

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303.790.6613 voice
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Email: anastasia.urban@brookfieldpropertiesdevelopment.com

CIVIL ENGINEER

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Littleton, Colorado 80120
720.283.6783 voice
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Email: erumney@redland.com

PLANNER/LANDSCAPE ARCHITECT

Redland
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Littleton, Colorado 80120
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GEOTECHNICAL ENGINEER

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Email: connerm@agwco.com

SURVEYOR

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Email: tpealle@aztecconsultants.com

TRAFFIC

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Arvada, Colorado 80005
303.887.3714 voice
Contact: Fred Lantz, P.E.
Email: Fredlantz@comcast.net

WATER AND SANITATION DISTRICT

North Pecos Water and Sanitation District
6900 North Pecos Street
Denver, Colorado 80221
303.429.5770 voice
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Email: ar@northpecoswater.org

ELECTRIC

Xcel Energy
555 Zang Street, Suite 250
Lakewood Colorado 80228
Contact: Shaun Hughes
Email: shaun.m.hughes@xcelenergy.com

NATURAL GAS

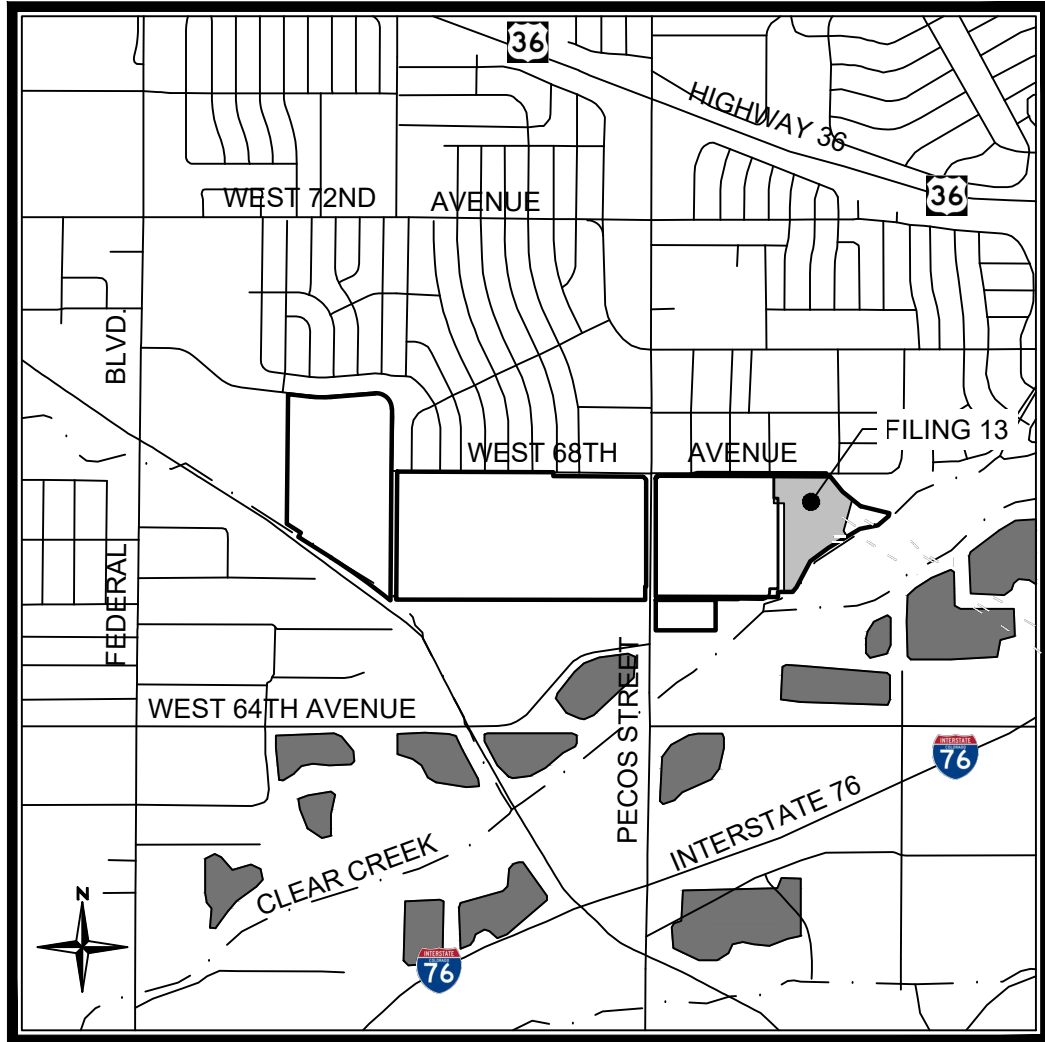
Xcel Energy
555 Zang Street, Suite 250
Lakewood Colorado 80228
Contact: Shaun Hughes
Email: shaun.m.hughes@xcelenergy.com

TELEPHONE

Century Link
5325 Zuni Street, Rm 728
Denver, CO 80221
303.451.4835 voice
Contact: Gretchen Myerett
Email: Gretchen.Myerett@centuryline.com

FIRE

Adams County Fire Rescue
8055 Washington Street
Denver, CO 80229
303.539.6800 voice
Contact: Chris Wilder, Fire Marshall



VICINITY MAP
1" = 2000'

Sheet List Table

Sheet Number	Sheet Title
L1.0	LANDSCAPE COVER SHEET
L1.1	NOTES AND PLANT SCHEDULE
L1.2	NOTES AND PLANT SCHEDULE
L2.0	OVERALL LANDSCAPE PLAN
L2.1	DETAILED LANDSCAPE PLAN
L2.2	DETAILED LANDSCAPE PLAN
L2.3	DETAILED LANDSCAPE PLAN
L2.4	DETAILED LANDSCAPE PLAN
L2.5	DETAILED LANDSCAPE PLAN
L3.0	LANDSCAPE TYPICALS
L4.0	LANDSCAPE DETAILS
L4.1	LANDSCAPE DETAILS
L4.2	LANDSCAPE DETAILS

NOT FOR
CONSTRUCTION

NOTES

NO.

DATE

PROJECT NO. 0807.030

NO.

DATE

NOTES

1 SUPPLEMENTAL 2ND CITY REVIEW

01/19/2024

2 SUPPLEMENTAL 3RD CITY REVIEW

02/14/2025

MIDTOWN - FILING 13
CONSTRUCTION DOCUMENTS
LANDSCAPE COVER SHEET

SHEET

L1.0

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LANDSCAPE NOTES

1. THE CONTRACTOR WILL BE FAMILIAR WITH THE LAYOUT, LANDSCAPE AND GRADING DOCUMENTS IN ORDER TO COORDINATE ACTUAL LOCATION OF ALL PLANT MATERIAL.

2. THE CONTRACTOR TO REFERENCE CIVIL ENGINEERING DRAWINGS FOR ALL WORK RELATED TO UTILITIES, GRADING, DRAINAGE, PAVING, SLEEVES, AND EROSION CONTROL.

3. THE CONTRACTOR WILL PROVIDE ALL LABOR, MATERIAL, EQUIPMENT, TOOLS, UTILITIES, INSURANCE, TRANSPORTATION, AND PAY FOR ALL REQUIRED TAXES, PERMITS, AND SERVICES REQUIRED TO COMPLETE THE ENTIRE SCOPE OF WORK, WHETHER TEMPORARY OR PERMANENT. ALL MATERIALS EXCEPT TEMPORARY FORMS ARE TO BE NEW, UNUSED AND OF THE SPECIFIED QUALITY THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY COORDINATION WITH THE CLIENT, THEIR REPRESENTATIVE, AND THEIR SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH THE ENTIRE SCOPE OF WORK AS SHOWN IN THE PLANS.

4. PRE-CONSTRUCTION CONFERENCE: SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE OWNER OR THEIR REPRESENTATIVE AT LEAST SEVEN (7) DAYS BEFORE BEGINNING WORK TO REVIEW ANY QUESTIONS THE CONTRACTOR MAY HAVE REGARDING THE WORK, ADMINISTRATIVE PROCEDURES DURING CONSTRUCTION AND PROJECT WORK SCHEDULE.

5. ALL EARTHWORK AND PLANTING WILL BE COORDINATED WITH THE CLIENT OR THEIR REPRESENTATIVE PRIOR TO ANY WORK BEING PERFORMED.

6. ALL SCALED DIMENSIONS ON THE DRAWINGS ARE APPROXIMATE. BEFORE PROCEEDING WITH ANY WORK, THE CONTRACTOR WILL CAREFULLY CHECK AND VERIFY ALL DIMENSIONS AND QUANTITIES, AND WILL IMMEDIATELY INFORM THE OWNER OR THEIR REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN THE INFORMATION ON THE DRAWINGS AND THE ACTUAL CONDITIONS, REFRAINING FROM DOING ANY WORK IN SAID AREAS UNTIL GIVEN APPROVAL TO DO SO BY THE OWNER OR THEIR REPRESENTATIVE.

7. THE OWNER OR THEIR REPRESENTATIVE MAY ORDER CHANGES IN THE WORK, AND THE CONTRACT SUM SHOULD BE ADJUSTED ACCORDINGLY. ALL SUCH ORDERS AND ADJUSTMENTS PLUS CLAIMS BY THE CONTRACTOR FOR EXTRA COMPENSATION MUST BE MADE AND APPROVED IN WRITING BEFORE EXECUTING THE WORK INVOLVED.

8. QUALITY ASSURANCE:

A. SUBSTANTIAL COMPLETION ACCEPTANCE - ACCEPTANCE OF THE WORK PRIOR TO THE START OF THE WARRANTY PERIOD:

• ONCE THE CONTRACTOR COMPLETES THE INSTALLATION OF ALL ITEMS IN THIS SECTION, THE OWNER OR THEIR REPRESENTATIVE WILL OBSERVE ALL WORK FOR SUBSTANTIAL COMPLETION ACCEPTANCE UPON WRITTEN REQUEST OF THE CONTRACTOR. THE REQUEST WILL BE RECEIVED AT LEAST TEN CALENDAR DAYS BEFORE THE ANTICIPATED DATE OF THE OBSERVATION.

• SUBSTANTIAL COMPLETION ACCEPTANCE BY THE OWNER OR THEIR REPRESENTATIVE WILL BE FOR GENERAL CONFORMANCE TO SPECIFIED SIZE, CHARACTER AND QUALITY AND NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR FULL CONFORMANCE TO THE CONTRACT DOCUMENTS, INCLUDING CORRECT SPECIES.

• ANY PLANTS THAT ARE DEEMED DEFECTIVE AS DEFINED UNDER THE PROVISIONS BELOW WILL NOT BE ACCEPTED.

B. THE OWNER OR THEIR REPRESENTATIVE WILL PROVIDE THE CONTRACTOR WITH WRITTEN ACKNOWLEDGMENT OF THE DATE OF SUBSTANTIAL COMPLETION ACCEPTANCE AND THE BEGINNING OF THE WARRANTY PERIOD AND PLANT MAINTENANCE PERIOD (IF PLANT MAINTENANCE IS INCLUDED).

C. SITE MUST BE COMPLETELY CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE SUBSTANTIAL COMPLETION ACCEPTANCE.

D. CONTRACTOR'S QUALITY ASSURANCE RESPONSIBILITIES: THE CONTRACTOR IS SOLELY RESPONSIBLE FOR QUALITY CONTROL OF THE WORK.

9. THE CONTRACTOR, AT THEIR OWN COST, WILL RE-EXECUTE ANY WORK THAT FAILS TO CONFORM TO THE REQUIREMENTS OF THE CONTRACT AND WILL REMEDY DEFECTS DUE TO FAULTY MATERIALS OR WORKMANSHIP UPON WRITTEN NOTICE FROM THE OWNER OR THEIR REPRESENTATIVE, AT THE SOONEST AS POSSIBLE TIME THAT CAN BE COORDINATED WITH OTHER WORK AND SEASONAL WEATHER DEMANDS.

10. INSPECTIONS: THE FOLLOWING INSPECTIONS ARE REQUIRED TO BE COMPLETED BY THE CLIENT OR THEIR REPRESENTATIVE BEFORE WORK WILL PROCEED. THE CONTRACTOR WILL BE RESPONSIBLE FOR SCHEDULING AND FACILITATING THESE INSPECTIONS. ADDITIONALLY, THE CONTRACTOR WILL VERIFY THAT NO ADDITIONAL INSPECTIONS ARE REQUIRED BEYOND WHAT IS LISTED BELOW.

A. WEED ERADICATION: THE SOIL WILL BE INSPECTED FOR WEEDS, ESPECIALLY NOXIOUS WEEDS PRIOR TO SOIL AMENDMENT AND TILLING.

B. COMPOST AMENDMENT: AFTER WEED CONTROL, YET PRIOR TO INCORPORATION BY TILLING, THE LAYER OF REQUIRED COMPOST AMENDMENT WILL BE INSPECTED FOR ADEQUATE QUANTITY AND QUALITY.

C. POST TILLING: AFTER TILLING AND FINE GRADING, AND PRIOR TO PLANTING, THE PREPARED SOIL WILL BE INSPECTED FOR THE REQUIRED 8" TILLING DEPTH, AND FOR OVERALL QUALITY AND ABSENCE OF CONSTRUCTION DEBRIS.

D. POST PLANTING: ALL PLANTINGS WILL BE INSPECTED FOR PROPER PLANTING PER THE PLANTING DETAILS PRIOR TO MULCHING.

E. FINAL COMPLETION: THE PROJECT WILL BE INSPECTED FOR OVERALL COMPLETION AND COMPLIANCE WITH THE APPROVED CONSTRUCTION DRAWINGS OR LANDSCAPE PLAN.

11. NOXIOUS WEED CONTROL: IF THE AREA TO BE DEVELOPED IS INFESTED WITH BINDWEED, THISTLE OR OTHER NOXIOUS WEEDS, SUCH VEGETATION WILL BE COMPLETELY ERADICATED BY APPLICATION(S) OF A SYSTEMIC, NON-SELECTIVE HERBICIDE LIKE GLYPHOSATE (ROUNDUP) OR APPROVED EQUAL. ALL HERBICIDES WILL BE APPLIED BY AN APPLICATOR LICENSED BY THE STATE OF COLORADO DEPARTMENT OF AGRICULTURE AT A RATE AND PERIOD REQUIRED BY THE MANUFACTURER'S LABELING INSTRUCTIONS.

12. TOPSOIL: ALL ONSITE AND IMPORTED TOPSOIL USED AS A PLANTING MEDIUM WILL BE FERTILE, FRIABLE, WELL-DRAINED SOIL, OF UNIFORM QUALITY, FREE OF STONES OVER 1 IN. DIAMETER, STICKS, OILS, CHEMICALS, PLASTER, CONCRETE AND OTHER DELETERIOUS MATERIALS.

13. RIPPING OF COMPACTED SOILS: SOILS PREVIOUSLY COMPACTED BY HEAVY MACHINERY DURING CONSTRUCTION, WILL BE RIPPED PRIOR TO REQUIRED SOIL AMENDMENT INCORPORATION. THE RIPPING EQUIPMENT USED WILL RIP THE SOIL IN ROWS NO GREATER THAN 18" APART, AND WILL BE POWERFUL ENOUGH TO RIP THE SOIL TO A MINIMUM DEPTH OF 12". RIPPING OPERATIONS WILL BE TIMED TO COMMENCE WHEN SOIL MOISTURE IS ADEQUATE ENOUGH TO ALLOW PENETRATION, BUT IS NOT AT ALL WET OR MUDDY.

14. ORGANIC SOIL AMENDMENTS: SOIL AMENDMENTS WILL BE INCORPORATED ACCORDING TO RECOMMENDATIONS OF THE SOIL REPORT AND WHAT IS APPROPRIATE FOR THE PLANTS SELECTED.

AT A MINIMUM, THE CONTRACTOR WILL TILL FOUR (4) CUBIC YARDS OF ORGANIC SOIL AMENDMENT, TO A DEPTH OF SIX (6) INCHES, FOR EACH 1000 SQUARE FEET OF SOIL PREPARATION WITHIN THE LIMITS OF WORK, INCLUDING ALL TURF, NATIVE SEED, TREE, SHRUB PLANTING BEDS IN THEIR ENTIRETY, ANNUAL, VINE, AND GROUND COVER AREAS (IF APPLICABLE), AS WELL AS ALL TREE LAWNS AND RIGHT-OF-WAYS ADJACENT TO THE PROPERTY.

THE ORGANIC SOIL AMENDMENT WILL BE A CLASS I OR II COMPOST THAT MEETS THE U.S. COMPOSTING COUNCIL'S TESTING REQUIREMENTS. THE COMPOST MUST BE PRODUCED AT A COMPOSTING FACILITY THAT MEETS U.S. EPA 40 CFR 503.13 REQUIREMENTS (TABLES 1 & 3 LEVELS) FOR THE PRODUCTION AND MARKETING OF CLASS A MATERIAL FOR UNRESTRICTED USE AND DISTRIBUTION.

DOCUMENTATION (INVOICE OR LOAD TICKET) OF SOIL AMENDMENT PRODUCT, AND A PLOT SURVEY MAP WITH SQUARE FOOTAGE OF THE AMENDED AREA WILL BE PROVIDED FOR INSPECTION PURPOSES. THE LOAD TICKET WILL INCLUDE THE TYPE OF SOIL AMENDMENT PRODUCT AND THE APPLICATION ADDRESS.

15. ORGANIC FERTILIZER AND SOIL CONDITIONERS: CONTRACTOR WILL UTILIZE ORGANIC FERTILIZER AND SOIL CONDITIONERS AS PART OF THE PLANTING PROCESS FOR ALL TREES, SHRUBS, PERENNIALS, GRASSES, VINES AND SEEDED AREAS. FOLLOW APPLICATION RATES AS SPECIFIED BY THE MANUFACTURERS AVAILABLE APPLICATION INSTRUCTION SHEETS OR AS INSTRUCTED BY THE CLIENT OR THEIR REPRESENTATIVES.

16. FINE GRADING:

A. THE CONTRACTOR IS RESPONSIBLE FOR ALL PROPOSED GRADING WITHIN THE LIMITS OF GRADING/LANDSCAPE REQUIREMENTS AS NOTED ON THE PLANS.

B. THE CONTRACTOR WILL OBTAIN APPROVAL OF FINE GRADING FROM THE CLIENT OR THEIR REPRESENTATIVE PRIOR TO START OF PLANTING AND NOTIFY THE CLIENT OR THEIR REPRESENTATIVE OF ANY DISCREPANCIES. POSITIVE DRAINAGE IS REQUIRED AWAY FROM ALL STRUCTURES.

C. THE FINISHED SURFACE WILL BE EVEN AND UNIFORM AND NO DIRT CLUMPS, STONES, STICKS, RESIDUAL PLANT MATERIAL, OR OTHER DEBRIS LARGER THAN ONE (1) INCH IN DIAMETER WILL APPEAR ON THE SURFACE. WHEN SODDED AREAS ARE NEXT TO FIXED SURFACES SUCH AS WALKS, CURBS, OR BORDERS, FINISHED GRADE PRIOR TO SODDING WILL BE 1.5 INCHES BELOW SUCH SURFACES.

17. PLANTING:

A. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE INSTALLATION OF ALL TREES, SHRUBS, ORNAMENTAL GRASSES, PERENNIALS, SOD, AND NATIVE SEED WITHIN THE LIMITS OF WORK.

B. ALL PLANT MATERIAL MUST BE INSTALLED BETWEEN MARCH 1 AND OCTOBER 15.

C. CONTRACTOR IS RESPONSIBLE TO PERFORM THEIR OWN QUANTITY TAKEOFFS FOR ALL PLANT MATERIALS SHOWN ON PLANS. IN THE CASE OF A DISCREPANCY IN THE PLANT QUANTITIES BETWEEN THE PLAN DRAWINGS AND THE PLANT CALL OUTS, LIST OR PLANT SCHEDULE, THE NUMBER OF PLANTS OR SQUARE FOOTAGE OF THE PLANTING BED ACTUALLY DRAWN ON THE PLAN DRAWINGS WILL BE DEEMED CORRECT AND PREVAIL.

D. THE CONTRACTOR WILL PROVIDE PER-UNIT COSTS FOR EVERY SIZE OF PLANT MATERIAL, AND BY TYPE, AS CALLED OUT ON THE PLANTING PLANS. UNIT COST TO INCLUDE THE PLANT MATERIAL AND INSTALLATION, INCLUDING ALL LABOR, AMENDMENTS, MULCH, FERTILIZERS, ETC., AS DETAILED AND SPECIFIED FOR EACH SIZE.

E. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE AWARE OF ALL SURFACE AND SUB-SURFACE CONDITIONS, AND TO NOTIFY THE OWNER OR THEIR REPRESENTATIVE, IN WRITING, OF ANY CIRCUMSTANCES THAT WOULD NEGATIVELY IMPACT THE HEALTH OF PLANTINGS. DO NOT PROCEED WITH WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED. IF THE CONTRACTOR FAILS TO NOTIFY THE OWNER OR THEIR REPRESENTATIVE OF SUCH CONDITIONS, HE/SHE WILL REMAIN RESPONSIBLE FOR PLANT MATERIAL UNDER THE WARRANTY CLAUSE OF THE SPECIFICATIONS.

F. PLANTING OPERATIONS WILL NOT BEGIN UNTIL SUCH TIME THAT THE IRRIGATION SYSTEM IS COMPLETELY OPERATIONAL FOR THE AREA(S) TO BE PLANTED, AND THE IRRIGATION SYSTEM FOR THAT AREA HAS BEEN PRELIMINARILY OBSERVED AND APPROVED BY THE OWNER OR THEIR REPRESENTATIVE.

G. ALL PLANT MATERIAL WILL BE SUBJECT TO THE APPROVAL OF THE CLIENT OR THEIR REPRESENTATIVE PRIOR TO INSTALLATION. CONTRACTOR TO NOTIFY THE CLIENT OR THEIR REPRESENTATIVE TO VERIFY IF APPROVAL IS TO OCCUR AT THE LANDSCAPE NURSERY PRIOR TO DELIVERY OR ON SITE.

H. SUBMIT ALL REQUESTS FOR SUBSTITUTIONS OF PLANT SPECIES, OR SIZE TO THE OWNER OR THEIR REPRESENTATIVE, FOR APPROVAL, PRIOR TO PURCHASING THE PROPOSED SUBSTITUTION.

I. ALL TREES OF THE SAME SPECIES AND SIZE WILL HAVE MATCHING HEIGHT AND FORM UNLESS OTHERWISE NOTED ON THE PLANS.

J. STAKE LOCATIONS OF ALL PROPOSED TREES FOR APPROVAL BY THE CLIENT OR THEIR REPRESENTATIVE PRIOR TO INSTALLATION.

K. IF CONFLICTS ARISE BETWEEN SIZE OF AREAS AND PLANS, CONTRACTOR WILL CONTACT THE CLIENT OR THEIR REPRESENTATIVE FOR IMMEDIATE RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE THE MATERIALS.

L. THE CLIENT OR THEIR REPRESENTATIVE RESERVES THE RIGHT TO ADJUST THE

LOCATION OF PLANT MATERIAL DURING INSTALLATION AS APPROPRIATE TO THE PROJECT.

M. THE CONTRACTOR WILL FURNISH PLANT MATERIAL FREE OF PESTS OR PLANT DISEASES. PRE-SELECTED, OR "TAGGED" MATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED PEST AND DISEASE FREE.

N. PLANT CROWN ELEVATIONS RELATIVE TO FINISH GRADE ARE SHOWN ON PLANTING DETAILS AND WILL BE STRICTLY ADHERED TO. PROPER COMPACTION OF BACKFILL TO PREVENT SETTLEMENT IS REQUIRED.

O. DETERMINE LOCATION OF UNDERGROUND UTILITIES AND PERFORM WORK IN A MANNER THAT WILL AVOID POSSIBLE DAMAGE. HAND EXCAVATE, AS REQUIRED.

P. DECIDUOUS TREES WILL BE PLANTED A MINIMUM SIX (6) FEET FROM SIDEWALKS AND PLANTING BEDS. EVERGREEN TREES WILL BE PLANTED A MINIMUM 10 FEET FROM SIDEWALKS AND PLANTING BED EDGES. DECIDUOUS TREES WILL BE LOCATED A MINIMUM SIX (6) FEET FROM EDGE OF BUILDINGS; EVERGREEN TREES A MINIMUM OF 10 FEET. SHRUBS WILL BE PLANTED A MINIMUM FOUR (4) FEET FROM SIDEWALKS, PLANTING BED EDGES, EDGE OF BUILDINGS OR ONE-HALF THEIR MATURE WIDTH, WHICHEVER IS GREATER. SPACING FOR PLANT PLACEMENT WILL BE MEASURED FROM THE CENTERLINE OF THE PLANT.

Q. ALL TREES IN SOD AND NATIVE SEED AREAS, WHERE APPLICABLE, WILL RECEIVE A MAX. SIX (6) FOOT DIA. ORGANIC MULCH RING TO A DEPTH OF FOUR (4) INCHES. DO NOT USE LANDSCAPE EDGER AROUND TREES IN SOD OR NATIVE SEED AREAS.

R. TREE WRAP: IF TREES ARE PLANTED IN THE FALL, APPLY TREE WRAP AFTER INSTALLATION (PER THE DETAIL) AND REMOVE THE FOLLOWING SPRING. TREE WRAP WILL BE FIRST QUALITY, 4-INCH WIDE, BITUMINOUS IMPREGNATED TAPE, CORRUGATED OR CREPE PAPER, BROWN IN COLOR, SPECIFICALLY MANUFACTURED FOR TREE WRAPPING.

S. LIVE PLANT MATERIAL:

• ALL PLANT MATERIAL WILL MEET OR EXCEED CURRENT AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1 AND THE COLORADO NURSERY ACT AND ACCOMPANYING RULES AND REGULATIONS.

• ALL LIVE PLANT MATERIAL WILL BE KEPT CONTINUOUSLY MAINTAINED IN LIVE AND GROWING CONDITION, INCLUDING WITHIN THE RIGHT-OF-WAY.

• ALL PROPOSED PLANT MATERIAL IN LANDSCAPE AREAS WILL BE DROUGHT RESISTANT.

• INSTALLED PLANT SIZE: MINIMUM SIZES WILL BE AS SPECIFIED IN THE PLANT SCHEDULE. TREE CALIPER MEASUREMENT TO BE TAKEN 4 INCHES ABOVE THE GROUND; EVERGREEN SPREADERS NO LESS THAN 18 TO 24 INCHES; SHRUB HEIGHTS NO LESS THAN 2 TO 3 FEET.

T. NON-LIVE LANDSCAPING MATERIAL: WHERE NON-LIVE LANDSCAPING MATERIAL IS PROPOSED, ORGANIC OR INORGANIC MULCH WILL BE PLACED SO AS TO ALLOW PERMEABILITY.

U. ALL EXISTING TREES ARE TO BE PROTECTED IN PLACE THROUGHOUT CONSTRUCTION.

V. SODDING:

• PRIOR TO SOD INSTALLATION, SOIL PREPARATION SHALL BE COMPLETED AS SPECIFIED INCLUDING: RIPPING OF COMPACTED SOILS; ADDITION OF ORGANIC SOIL AMENDMENTS, ORGANIC FERTILIZER, AND SOIL CONDITIONERS; AND FINE GRADING.

• TURFGRASS SOD SHALL BE MACHINE CUT AT A UNIFORM SOIL THICKNESS OF 0.5 INCH, PLUS OR MINUS 0.2 INCH, AT THE TIME OF CUTTING. MEASUREMENT FOR THICKNESS SHALL EXCLUDE TOP GROWTH AND THATCH. FURNISH VIABLE SOD OF UNIFORM DENSITY, COLOR, AND TEXTURE THAT IS STRONGLY ROOTED AND CAPABLE OF VIGOROUS GROWTH AND DEVELOPMENT WHEN PLANTED.

• MOISTEN PREPARED AREA BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.

• LAY SOD WITHIN 24 HOURS OF SOD BEING HARVESTED UNLESS A SUITABLE PRESERVATION METHOD IS ACCEPTED BY LANDSCAPE ARCHITECT PRIOR TO DELIVERY TIME. DO NOT LAY SOD IF DORMANT OR IF GROUND IS FROZEN OR MUDDY.

• LAY SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD; DO NOT STRETCH OR OVERLAP. STAGGER SOD STRIPS OR PADS SIMILAR TO RUNNING BOND BRICKWORK TO OFFSET JOINTS IN ADJACENT COURSES. AVOID DAMAGE TO SOIL OR SOD DURING INSTALLATION. AFTER ESTABLISHMENT, IF NECESSARY TO SMOOTH SURFACE, TAMP AND ROLL LIGHTLY TO REMOVE SURFACE UNDULATIONS. WORK SIFTED SOIL OR FINE SAND INTO MINOR CRACKS BETWEEN PIECES OF SOD; REMOVE EXCESS TO AVOID SMOTHERING SOD AND ADJACENT GRASS. LAY SOD ACROSS SLOPES EXCEEDING 1:3. ANCHOR SOD ON SLOPES EXCEEDING 1:6 WITH WOOD PEGS SPACED AS RECOMMENDED BY SOD MANUFACTURER BUT NOT LESS THAN TWO (2) ANCHORS PER SOD STRIP TO PREVENT SLIPPAGE.

• SATURATE SOD WITH FINE WATER SPRAY WITHIN TWO (2) HOURS OF PLANTING. DURING FIRST 20 DAYS AFTER PLANTING, WATER THREE (3) TIMES DAILY FOR A DURATION AS NECESSARY TO MAINTAIN MOIST SOIL TO A MINIMUM DEPTH OF 1-1/2 INCHES BELOW SOD. LIMIT ACCESS TO SOD AREAS FOR FIRST 20 DAYS.

• FIRST MOWING SHOULD NOT OCCUR UNTIL AFTER THE SECOND FULL WEEK OF ESTABLISHMENT IS COMPLETE. DRY UP THE LAWN AREA(S) TO BE MOWN. REMOVE A MAXIMUM OF ONE-THIRD THE GRASS HEIGHT. DO NOT CUT LOWER THAN TWO INCHES. INCREASE WATERING AGAIN FOR AN ADDITIONAL WEEK AND THEN START REDUCING WATERING DURATION PER SOD MANUFACTURER'S RECOMMENDATIONS.

18. WARRANTY:

A. THE WARRANTY PERIOD WILL BEGIN ON THE DATE OF SUBSTANTIAL COMPLETION ACCEPTANCE AND CONTINUE FOR A PERIOD OF ONE (1) YEAR.

B. LANDSCAPE MAINTENANCE DURING THE WARRANTY PERIOD WILL INCLUDE NECESSARY WATERING, CULTIVATION, WEEDING, PRUNING, WOUND DRESSING, DISEASE AND INSECT PEST CONTROL, PROTECTIVE SPRAYING, STRAIGHTENING PLANTS WHICH LEAN OR SAG, ADJUSTMENTS OF PLANTS WHICH SETTLE OR ARE PLANTED TOO LOW, MOWING, REPLACEMENT OF MULCH THAT HAS BEEN DISPLACED, REPAIRING AND RESHAPING OF SAUCERS, AND RESEEDING OR REPLANTING OF THOSE AREAS AFFECTED. REMOVE RUBBISH, WASTE, TOOLS, AND EQUIPMENT USED AT END OF EACH WORKDAY.

C. THE CONTRACTOR AGREES TO REPLACE DEFECTIVE WORK AND DEFECTIVE PLANTS. THE OWNER OR THEIR REPRESENTATIVE WILL MAKE THE FINAL DETERMINATION IF PLANTS MEET THESE SPECIFICATIONS OR THAT PLANTS ARE DEFECTIVE.

D. WHEN THE WORK IS ACCEPTED IN PARTS, THE WARRANTY PERIODS WILL EXTEND FROM EACH OF THE PARTIAL SUBSTANTIAL COMPLETION ACCEPTANCES TO THE TERMINAL DATE OF THE LAST WARRANTY PERIOD. THUS, ALL WARRANTY PERIODS FOR EACH CLASS OF PLANT WARRANTY, WILL TERMINATE AT ONE TIME.

E. ALL PLANTS WILL BE WARRANTIED TO MEET ALL THE REQUIREMENTS FOR PLANT QUALITY AT INSTALLATION IN THIS SPECIFICATION. DEFECTIVE PLANTS WILL BE DEFINED AS PLANTS NOT MEETING THESE REQUIREMENTS. THE OWNER OR THEIR REPRESENTATIVE WILL MAKE THE FINAL DETERMINATION THAT PLANTS ARE DEFECTIVE.

F. PLANTS DETERMINED TO BE DEFECTIVE WILL BE REMOVED IMMEDIATELY UPON NOTIFICATION BY THE OWNER OR THEIR REPRESENTATIVE AND REPLACED WITHOUT COST TO THE OWNER, AS SOON AS WEATHER CONDITIONS PERMIT AND WITHIN THE SPECIFIED PLANTING PERIOD.

G. ANY WORK REQUIRED BY THIS SPECIFICATION OR THE OWNER OR THEIR REPRESENTATIVE DURING THE PROGRESS OF THE WORK, TO CORRECT PLANT DEFECTS INCLUDING THE REMOVAL OF ROOTS OR BRANCHES, OR PLANTING PLANTS THAT HAVE BEEN BARE ROOTED DURING INSTALLATION TO OBSERVE FOR OR CORRECT ROOT DEFECTS WILL NOT BE CONSIDERED AS GROUNDS TO VOID ANY CONDITIONS OF THE WARRANTY. IN THE EVENT THAT THE CONTRACTOR DECIDES THAT SUCH REMEDIATION WORK MAY COMPROMISE THE FUTURE HEALTH OF THE PLANT, THE PLANT OR PLANTS IN QUESTION WILL BE REJECTED AND REPLACED WITH PLANTS THAT DO NOT CONTAIN DEFECTS THAT REQUIRE REMEDIATION OR CORRECTION.

H. THE CONTRACTOR IS EXEMPT FROM REPLACING PLANTS, AFTER SUBSTANTIAL COMPLETION ACCEPTANCE AND DURING THE WARRANTY PERIOD, THAT ARE REMOVED BY OTHERS, LOST OR DAMAGED DUE TO OCCUPANCY OF PROJECT, LOST OR DAMAGED BY A THIRD PARTY, VANDALISM, OR ANY NATURAL DISASTER.

I. REPLACEMENTS WILL CLOSELY MATCH ADJACENT SPECIMENS OF THE SAME SPECIES. REPLACEMENTS WILL BE SUBJECT TO ALL REQUIREMENTS STATED IN THIS SPECIFICATION. MAKE ALL NECESSARY REPAIRS DUE TO PLANT REPLACEMENTS. SUCH REPAIRS WILL BE DONE AT NO EXTRA COST TO THE OWNER.

J. THE WARRANTY OF ALL REPLACEMENT PLANTS WILL EXTEND FOR AN ADDITIONAL ONE-YEAR PERIOD FROM THE DATE OF THEIR ACCEPTANCE AFTER REPLACEMENT. IN THE EVENT THAT A REPLACEMENT PLANT IS NOT ACCEPTABLE DURING OR AT THE END OF THE SAID EXTENDED WARRANTY PERIOD, THE OWNER OR THEIR REPRESENTATIVE MAY ELECT ONE MORE REPLACEMENT ITEMS OR CREDIT FOR EACH ITEM. THESE TERTIARY REPLACEMENT ITEMS ARE NOT PROTECTED UNDER A WARRANTY PERIOD.

K. DURING AND BY THE END OF THE WARRANTY PERIOD, REMOVE ALL TREE WRAP, TIES, AND GUYING UNLESS AGREED TO BY THE OWNER OR THEIR REPRESENTATIVE TO REMAIN IN PLACE. ALL TREES THAT DO NOT HAVE SUFFICIENT CALIPER TO REMAIN UPRIGHT, OR THOSE REQUIRING ADDITIONAL ANCHORAGE IN WINDY LOCATIONS, WILL BE STAKED OR REMAIN STAKED, IF REQUIRED BY THE OWNER OR THEIR REPRESENTATIVE.

L. END OF WARRANTY FINAL ACCEPTANCE - ACCEPTANCE OF PLANTS AT THE END OF THE WARRANTY PERIOD.

• AT THE END OF THE WARRANTY PERIOD, THE OWNER OR THEIR REPRESENTATIVE WILL OBSERVE ALL WARRANTED WORK, UPON WRITTEN REQUEST OF THE CONTRACTOR. THE REQUEST WILL BE RECEIVED AT LEAST TEN CALENDAR DAYS BEFORE THE ANTICIPATED DATE FOR FINAL OBSERVATION.

• END OF WARRANTY FINAL ACCEPTANCE WILL BE GIVEN ONLY WHEN ALL THE REQUIREMENTS OF THE WORK UNDER THIS SPECIFICATION AND IN SPECIFICATION SECTIONS PLANTING SOIL AND IRRIGATION HAVE BEEN MET.

19. WINTER WATERING: IN DRY WINTERS FROM OCTOBER THROUGH MARCH.

• TREES: WATER TREES USING SPRINKLERS, A DEEP-ROOT FORK OR NEEDLE, SOAKER HOSE OR SOFT SPRAY WAND. ALLOW TO SOAK INTO THE SOIL SLOWLY TO A DEPTH OF 12 INCHES. IF USING A DEEP-ROOT FORK OR NEEDLE, INSERT NO DEEPER THAN 8 INCHES INTO THE SOIL. APPLY 10 GALLONS OF WATER FOR EACH DIAMETER INCH OF THE TREE.

• NEWLY PLANTED SHRUBS (PLANTED LESS THAN A YEAR): APPLY 5 GALLONS TWO TIMES PER MONTH

• SMALL ESTABLISHED SHRUBS (LESS THAN 3 FEET TALL): 5 GALLONS MONTHLY.

• LARGE ESTABLISHED SHRUBS (MORE THAN 6 FEET): 18 GALLONS MONTHLY.

• LATE PLANTED PERENNIALS, BARE ROOT PLANTS, AND PERENNIALS LOCATED IN WINDY OR SOUTHWEST EXPOSURES: 1 GALLON MONTHLY

DECREASE AMOUNTS TO ACCOUNT FOR PRECIPITATION. WATER WITHIN THE DRIP LINE OF THE SHRUB AND AROUND THE BASE. WATER ONLY WHEN AIR TEMPERATURES ARE ABOVE 40 DEGREES F. APPLY WATER AT MID-DAY SO IT WILL HAVE TIME TO SOAK IN BEFORE POSSIBLE FREEZING AT NIGHT.

PLANTS RECEIVING REFLECTED HEAT FROM BUILDINGS, WALLS AND FENCES ARE MORE SUBJECT TO DAMAGE. THE LOW ANGLE OF WINTER SUN MAKES THIS MORE LIKELY ON SOUTH OR WEST EXPOSURES. WINDY SITES RESULT IN FASTER DRYING OF SOD AND PLANTS AND REQUIRE ADDITIONAL WATER. LAWNS IN WARM EXPOSURES ARE PRONE TO LATE WINTER MITE DAMAGE.

20. IRRIGATION: AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WILL BE INSTALLED IN ALL LANDSCAPE AREAS. REFER TO IRRIGATION PLANS FOR ADDITIONAL INFORMATION.

MIDTOWN - FILING 13
CONSTRUCTION DOCUMENTS
NOTES AND PLANT SCHEDULE

SHEET

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NATIVE SEED NOTES

ALL WORK, CONTRACTED OR OTHERWISE TO BE COMPLETED BY LICENSED AND BONDED ORGANIZATIONS WITH KNOWLEDGE APPLICABLE TO EACH JOB.

SITE PREPARATION

1. TOPSOIL SHALL BE SALVAGED WHEN MOIST, NOT WET, AND STOCKPILED IN SHALLOW ROWS.
2. ALL STORED TOPSOIL SHALL BE MONITORED AND PERIODICALLY TILLED FOR WEED CONTROL.
3. ALL ONSITE AND IMPORTED TOPSOIL USED AS A PLANTING MEDIUM SHALL CONSIST OF LOOSE FRIABLE SOIL FROM THE ZONE OF MAJOR ROOT DEVELOPMENT FREE OF SUBSOIL, REFUSE, STUMPS, WOODY ROOTS, ROCKS, BRUSH, NOXIOUS WEED SEED AND REPRODUCTIVE PLANT PARTS FROM CURRENT STATE AND COUNTY WEED LISTS, HEAVY CLAY, HARD CLODS, TOXIC SUBSTANCES, OR OTHER MATERIAL WHICH WOULD BE DETRIMENTAL TO ITS USE ON THE PROJECT.
4. ALL SITE PREPARATION METHODS SHOULD BE DONE ACROSS THE SLOPE TO PREVENT SOIL EROSION FROM STORM WATER SHEETING. SLOPES FLATTER THAN 2:1 SHALL BE TILLED INTO AN EVEN AND LOOSE SEED BED 4 INCHES DEEP. SLOPES 2:1 OR STEEPER SHALL BE LEFT IN A ROUGHENED CONDITION. SLOPES SHALL BE FREE OF CLODS, STICKS, STONES, DEBRIS, CONCRETE, AND ASPHALT IN EXCESS OF 4 INCHES (4") IN ANY DIMENSION, AND BROUGHT TO THE DESIRED LINE AND GRADE.
5. SOIL SCARIFICATION AT A DEPTH OF SIX INCHES (6") IN THE FORM OF DISCING, TILLAGE OR CHISELING WILL BE COMPLETED PRIOR TO SEEDING. AFTER SOIL SCARIFICATION, TOPSOIL SHALL BE REPLACED.
6. AFTER REPLACEMENT OF TOP SOIL, WAIT SEVERAL WEEKS DURING GROWING SEASON FOR SURFACE WEEDS TO EMERGE, THEN APPLY A GLYPHOSATE TREATMENT TO ELIMINATE GROWING WEEDS. LIMIT DISTURBING THE SOIL SURFACE. SEE WEED MANAGEMENT NOTES BELOW FOR ADDITIONAL INFORMATION.
7. SOIL AMENDMENT: APPLICATION OF SOIL AMENDMENT TO BE DETERMINED THROUGH SOIL TESTS BY AN ACCREDITED SOIL TESTING LAB KNOWLEDGEABLE IN NATIVE SEEDING REQUIREMENTS. IF REQUIRED, ADD ONLY SLOW-RELEASE ORGANIC AMENDMENTS AT THE RATE RECOMMENDED BY THE MANUFACTURER, EVENLY OVER THE ENTIRE DISTURBED AREA AND THOROUGHLY INCORPORATE, BY MIXING, ROTOTILLING OR FINELY DISKING (MAX. 1" SIZE), TO A DEPTH OF SIX INCHES (6"). ALL STONES, STICKS AND DEBRIS BROUGHT TO THE SURFACE SHALL BE REMOVED FROM THE SITE PROPERLY DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL SEED AREAS WILL THEN BE RAKED AND ROLLED TO THE DESIRED FINISHED GRADES WITH GENTLY SLOPING SURFACES TO ADEQUATELY DRAIN ALL SURFACE WATER RUNOFF. THE FINISHED SURFACE SHALL BE EVEN AND UNIFORM AND NO DIRT CLODS LARGER THAN ONE INCH (1") IN DIAMETER SHALL APPEAR ON THE SURFACE. THE SOIL SURFACE SHALL BE SMOOTH, LOOSE AND OF FINE TEXTURE, AND BE FLUSH WITH ALL PAVING EDGES.
8. ALL SITES MUST BE FREE FROM NON-NATURAL MATERIALS SUCH AS OLD WATER LINES, LITTER AND BUILDING MATERIALS PRIOR TO SEEDING.

SEEDING PROCEDURE

1. NATIVE SEED MIX AS SPECIFIED IN THE SEED SCHEDULE WILL BE USED AND SHALL BE APPLIED AT A RATE SHOWN BY MIX.
2. SEED, SOIL CONDITIONER AND FERTILIZER SHALL NOT BE APPLIED DURING INCLEMENT WEATHER INCLUDING RAIN AND HIGH WINDS, OR WHEN SOIL IS FROZEN OR SOIL MOISTURE IS TOO HIGH TO EVENLY INCORPORATE SEED, SOIL CONDITIONER OR FERTILIZER.
3. SEED SHALL BE LABELED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF AGRICULTURE RULES AND REGULATIONS, THE FEDERAL SEED ACT, AS WELL AS STATE SEED LAWS. SEED SHALL BE EQUAL IN QUALITY TO THE STANDARDS FOR "CERTIFIED SEED" AND SHALL BE FURNISHED IN SEALED, UNOPENED, STANDARD CONTAINERS. SEED SHALL BE FRESH, CLEAN, PURE LIVE SEED WITH THE VARIETIES MIXED IN PROPORTIONS BY WEIGHT SHOWN AND MEETING THE MINIMUM PERCENTAGES OF PURITY AND GERMINATION SPECIFIED. THE CERTIFIED SEED LABEL (BLUE TAG) SHOULD BE SUBMITTED TO THE OWNER OR THEIR REPRESENTATIVE BEFORE SEEDING.
4. ALL SEED SHALL BE FREE OF POA ANNUA AND ALL NOXIOUS WEEDS AS LISTED BY THE COLORADO DEPARTMENT OF AGRICULTURE.
5. SEEDING SHALL BE ACCOMPLISHED WITHIN 24 HOURS OF TILLING OR SCARIFYING. DURING SITE PREPARATION, IF SOIL SCARIFICATION OCCURRED, TOP SOIL WAS REPLACED AND A WAITING PERIOD OCCURRED TO ALLOW WEEDS TO EMERGE, TILL AND PREPARE THE SEED BED PER THE SOIL AMENDMENT NOTE ABOVE PRIOR TO SEEDING.
6. SLOPES FLATTER THAN 2:1 SHALL BE SEEDDED BY MECHANICAL POWER DRAWN DRILLS.
7. FOR SLOPES AT OR GREATER THAN 2:1 OR SMALL AREAS NOT ACCESSIBLE TO MACHINE METHODS, SEEDING BY HAND OR BROADCAST-TYPE SPREADER MAY BE DONE WITH THE APPROVAL OF THE CLIENT OR THEIR REPRESENTATIVE. BROADCAST SEEDING RATES MUST BE DOUBLE THE DRILL SEEDING RATES. SEED SOWN BY HAND OR BROADCAST-TYPE SEEDERS SHALL BE "RAKED IN" OR COVERED WITH SOIL TO A DEPTH OF AT LEAST ¼ INCH.
8. CONTRACTOR SHALL USE APPROPRIATE MECHANICAL POWER DRAWN DRILLS WITH MULTIPLE SEED BOXES THAT CAN ACCOMODATE VARIABILITY IN SIZE AND PHYSICAL CHARACTERISTICS OF NATIVE RANGELAND GRASS SEEDS (BRILLION SEEDER OR EQUAL). SEED SHALL BE SOWN TO A DEPTH OF ONE-QUARTER INCH (1/4") TO A MAXIMUM OF ONE-HALF INCH (1/2") DEPENDING ON THE MIX. BANDS SHALL BE SPACED NO GREATER THAN SEVEN INCHES (7") APART. DRILLING SHALL BE DONE IN TWO (2) SEPARATE APPLICATIONS CROSSING THE AREA AT RIGHT ANGLES TO ONE ANOTHER TO GUARANTEE PROPER COVERAGE. ON SLOPING LAND, SEEDING OPERATIONS SHALL FOLLOW THE GENERAL CONTOUR.
9. SEEDING OF ANY KIND WILL NOT BE PERMITTED WHEN WIND VELOCITY IS SUCH AS TO PREVENT UNIFORM SEED DISTRIBUTION OR IF THERE IS FREE SURFACE WATER PRESENT.
10. ADDITIONAL TOPICAL OVER SEEDING MAY BE APPLIED TO PREVIOUSLY SEEDED AREAS IN ORDER TO ACHIEVE ADEQUATE GROUND COVER AND EROSION RESISTANCE.
11. PACKER WHEELS WILL BE USED TO ENSURE SOIL TO SEED CONTACT.

EROSION CONTROL:

1. BLANKETS: BLANKETS TO BE APPLIED ON SLOPES GREATER THAN 4:1. EROSION CONTROL BLANKET INSTALLATION AND MATERIAL SHALL MATCH EROSION CONTROL BLANKET DETAIL IN THE EROSION CONTROL PLAN WITH THE EXCEPTION THAT THE SEED MIX SPECIFIED IN THESE LANDSCAPE PLANS SHALL BE USED. WHERE MATERIAL TYPE IS NOT SPECIFIED, THE EROSION CONTROL BLANKET SHALL CONSIST OF 70% WEED SEED-FREE AGRICULTURAL STRAW AND 30% TOP QUALITY STRANDS OF COCONUT FIBER, INTERTWINED AND EVENLY DISTRIBUTED IN THE BLANKET AND STITCHED WITH A UV-ENHANCED NET ON TOP AND BOTTOM.
2. MULCH: WHERE REQUIRED, MULCH WILL BE CRIMP MULCH AND SHALL BE INSTALLED IN ACCORDANCE WITH THE EROSION CONTROL PLAN.

SEEDING ESTABLISHMENT

1. A SUCCESSFUL STAND OF NATIVE GRASS IS DEFINED AS AT LEAST FOUR DESIRABLE SEEDLINGS PER SQ. FT., AND FREE OF EROSION AND WEED INFESTATION.
2. SEEDED AREAS TO BE IRRIGATED DURING ESTABLISHMENT: FALL SEEDING WILL EMERGE WITH WARMING SOIL TEMPERATURES AND SHOULD BE IRRIGATED REGULARLY FOR AT LEAST THE FIRST 8 TO 10 WEEKS. WATER SPRING AND SUMMER SEEDING REGULARLY DURING THE FIRST 6 TO 8 WEEKS AFTER PLANTING FOR HIGHER GERMINATION AND SURVIVAL. WATER ENOUGH TO KEEP THE SOILS MOIST DEPENDING ON SOIL TEXTURE. DO NOT OVER WATER AS TO DROWN SEEDLINGS. WATERING IN THE MORNINGS IS PREFERRED TO REDUCE FUNGAL DISEASES. AFTER ABOUT 8 WEEKS OF IRRIGATION, WATERING CAN BE REDUCED TO WEEKLY DEPENDING ON RAINFALL.

SEEDING TIMING

ELEVATION	SPRING SEEDING	FALL SEEDING
BELOW 6000'	SPRING THAW TO JUNE 1	SEPTEMBER 15 UNTIL CONSISTENT GROUND FREEZE
6,000' TO 7,000'	SPRING THAW TO JUNE 1	SEPTEMBER 1 UNTIL CONSISTENT GROUND FREEZE
7,000' TO 8,000'	SPRING THAW TO JULY 15	AUGUST 1 UNTIL CONSISTENT GROUND FREEZE
ABOVE 8,000'	SPRING THAW TO CONSISTENT GROUND FREEZE	

"SPRING THAW" SHALL BE DEFINED AS THE EARLIEST DATE IN A NEW CALENDAR YEAR IN WHICH SEED CAN BE BURIED 1/2" INTO THE SURFACE SOIL (TOPSOIL) THROUGH NORMAL SEEDING METHODS.

"CONSISTENT GROUND FREEZE" SHALL BE DEFINED AS THAT TIME DURING THE FALL MONTHS IN WHICH THE SURFACE SOIL (TOPSOIL), DUE TO FREEZE CONDITIONS, PREVENTS BURYING THE SEED 1/2" THROUGH NORMAL DRILL SEEDING OPERATIONS. SEED SHALL NOT BE SOWN, DRILLED, OR PLANTED WHEN THE SURFACE SOIL OR TOPSOIL IS IN A FROZEN OR CRUSTED STATE.

SEEDING ACCOMPLISHED OUTSIDE THE TIME PERIODS LISTED ABOVE WILL BE ALLOWED ONLY WHEN ORDERED BY THE OWNER OR THE REPRESENTATIVE OR WHEN THE CONTRACTOR'S REQUEST IS APPROVED IN WRITING. WHEN REQUESTED BY THE CONTRACTOR, THE CONTRACTOR MUST AGREE TO PERFORM THE FOLLOWING WORK AT NO COST TO THE OWNER: RESEED, REMULCH, AND REPAIR AREAS WHICH FAIL TO PRODUCE SPECIES AND COVERAGE INDICATED IN THE CONTRACT.

WEED MANAGEMENT

1. BEFORE SEEDING, REMOVE EXISTING WEEDS BY PULLING, TILLING UNDER, CUTTING WITH A STRING TRIMMER, AND APPLYING A GLYPHOSATE HERBICIDE OR BY A COMBINATION OF THESE METHODS. ONCE HERBICIDE IS ADDED, SEEDING MUST BE DELAYED PER THE TIME PERIOD DESCRIBED ON THE HERBICIDE LABEL. FOR ADDITIONAL WEED CONTROL AFTER SITE PREPARATION, THE AREA MAY BE IRRIGATED TO ENCOURAGE WEED GROWTH AND THEN SPRAYED WITH A HERBICIDE RATED AS SAFE FOR THE AREA. ONLY HERBICIDES RATED AS SAFE NEAR WATER SHALL BE USED NEAR WATER. IN HEAVILY WEEDDED AREAS, AN INTEGRATED NOXIOUS WEED PLAN SHALL BE PREPARED UNDER THE DIRECTION OF THE OWNER'S REPRESENTATIVE AND IMPLEMENTED.
2. ONCE THE SEEDS HAVE GERMINATED, FURTHER WEED CONTROL IS TYPICALLY NECESSARY. IF PRACTICAL, PULL ALL WEEDS AS SOON AS THEY CAN BE IDENTIFIED. OTHER SUCCESSFUL TECHNIQUES ARE SPOT-SPRAYING WITH AN APPROPRIATE HERBICIDE OR SELECTIVELY CUTTING WEEDS WITH A STRING TRIMMER. BE SURE TO REMOVE WEEDS BEFORE THEY RESEED.
3. ONCE ESTABLISHED, NATIVE SEED AREAS MAY BE MOWED TWICE A SEASON OR AS REQUIRED TO MINIMIZE WEED GROWTH. FURTHER MOWING ADJACENT TO ROADWAYS AND PARK AREAS MAY BE REQUIRED AS SEASONAL DROUGHT AND FIRE CONDITIONS MAY DICTATE.

ADDITIONAL WEED MANAGEMENT FOR MIXED GRASS/WILDFLOWER PLANTING

WEED MANAGEMENT IN THESE AREAS SHOULD BE DONE TO MINIMIZE INJURY TO GRASSES AND WILDFLOWERS. IN NEW SEEDED AREAS AVOID PULLING LARGE WEEDS AS IT CAN DISRUPT DESIRABLE SEEDLINGS. MOWING FREQUENTLY AT 6 INCHES IN HEIGHT HELPS KEEP WEEDS IN CHECK WHILE ALLOWING GRASSES AND WILDFLOWERS TO DEVELOP. A FLAIL MOWER IS RECOMMENDED IN LARGE AREAS FOR SHREDDING AND DISPERSING CLIPPINGS, AND STRING TRIMMERS ARE RECOMMENDED FOR SMALLER AREAS.

MOWING FREQUENCY SHOULD BE DETERMINED BY WEED HEIGHT AND FLOWERING. DURING THE 2ND AND 3RD YEAR, THE SITE CAN BE MOWED LESS FREQUENTLY DEPENDING ON WEED GROWTH ALTHOUGH WEEDS SHOULD STILL BE SCOUTED. MOW TO 8 INCHES (8") WHEN WEEDS APPEAR TO BE CLOSE TO SETTING SEED.

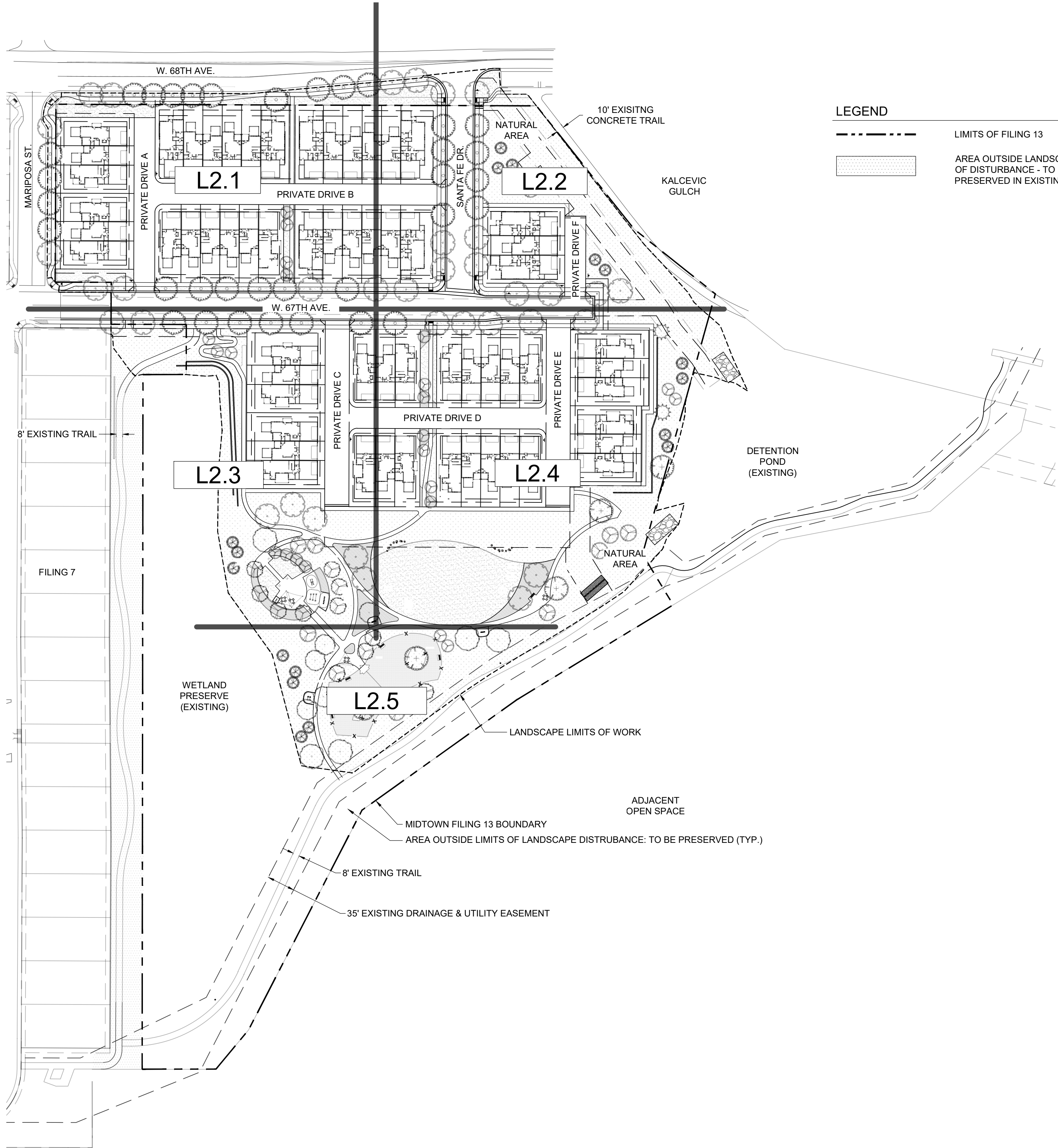


MIDTOWN - FILING 13
CONSTRUCTION DOCUMENTS
NOTES AND PLANT SCHEDULE

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LEGEND

- LIMITS OF FILING 13
- AREA OUTSIDE LANDSCAPE LIMITS OF DISTURBANCE - TO BE PRESERVED IN EXISTING CONDITION

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
DECIDUOUS TREES						
	BOA	5	Quercus macrocarpa	Burr Oak	2" Cal.	B&B
	EOA	34	Quercus robur	English Oak	2" Cal.	B&B
	FE	5	Ulmus x 'Frontier'	Frontier Elm	2" Cal.	B&B
	HAC	5	Celtis occidentalis	Common Hackberry	2" Cal.	B&B
	ROA	35	Quercus rubra	Red Oak	2" Cal.	B&B
EVERGREEN TREES						
	AUS	17	Pinus nigra	Austrian Pine	6' Ht.	B&B
	PE	2	Pinus edulis	Pinyon Pine	6' Ht.	B&B
ORNAMENTAL TREES						
	PPM	22	Acer tataricum 'Paldell'	Pattern Perfect® Tatarian Maple	1.5" Cal.	B&B
	QS	11	Quercus robur 'Fastigiata'	Skyrocket® English Oak	1.5" Cal.	B&B
	RAD	3	Malus x 'Radiant'	Radiant Crabapple	1.5" Cal.	B&B
	WAS	7	Crataegus phaenopyrum	Washington Hawthorn	1.5" Cal.	B&B
DECIDUOUS SHRUBS						
	FER	13	Chamaebatiaria millefolium	Fernbush	#5	Pot
	PMA	52	Potentilla megalantha	Cinquefoil	#5	Pot
	VAL	13	Viburnum x rhytidophylloides 'Alleghany'	Alleghany Viburnum	#5	Pot
	WSC	8	Prunus besseyi	Western Sand Cherry	#5	Pot
EVERGREEN SHRUBS						
	MPA	133	Arctostaphylos x coloradoensis 'Panchito'	Panchito Manzanita	#5	Pot
ORNAMENTAL GRASSES						
	AVG	118	Helictotrichon sempervirens	Blue Avena	#1	Pot
	PDG	189	Sporobolus heterolepis	Prairie Dropseed	#1	Pot
PERENNIALS						
	CPM	217	Echinacea purpurea 'Magnus'	Purple Coneflower	#1	Pot

NATIVE SEED MIXES:



- NATIVE SEED TYPE 1:
- 40% LITTLE BLUESTEM (SCHIZACHYRIUM SCOPARIUM) 15 LBS./ACRE
 - 20% SIDE OATS GRAMA (BOUTELOUA CURTIPENDULA) 10 LBS./ACRE
 - 20% BLUE GRAMA (BOUTELOUA GRACILIS) 3 LBS./ACRE
 - 20% BUFFALOGRASS (BUCHLOE DACTYLOIDES) 12 LBS./ACRE
- 40 LBS./ACRE



TURF SOD BLEND: SOD

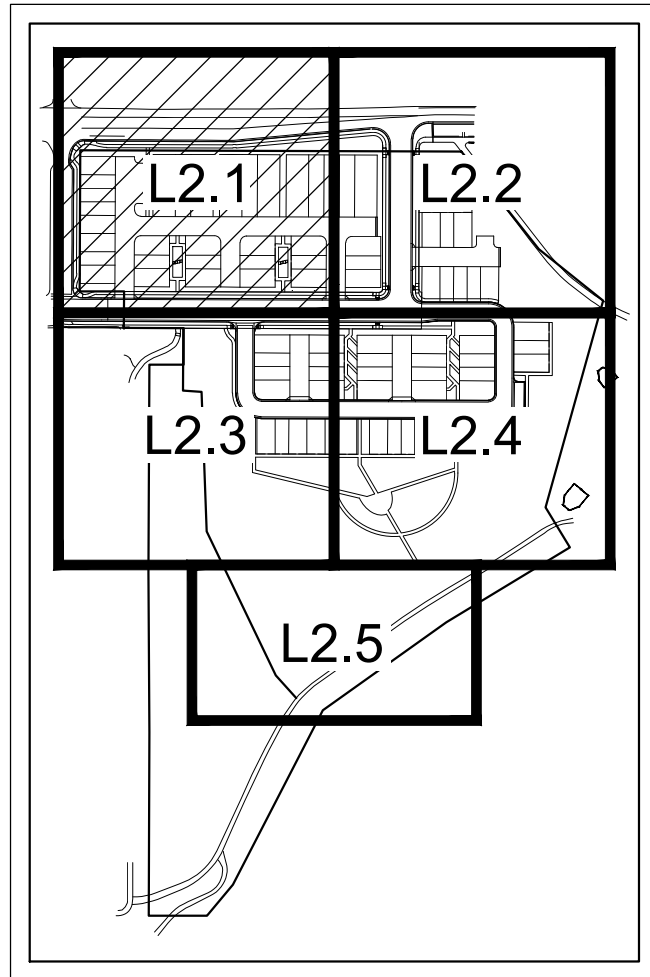
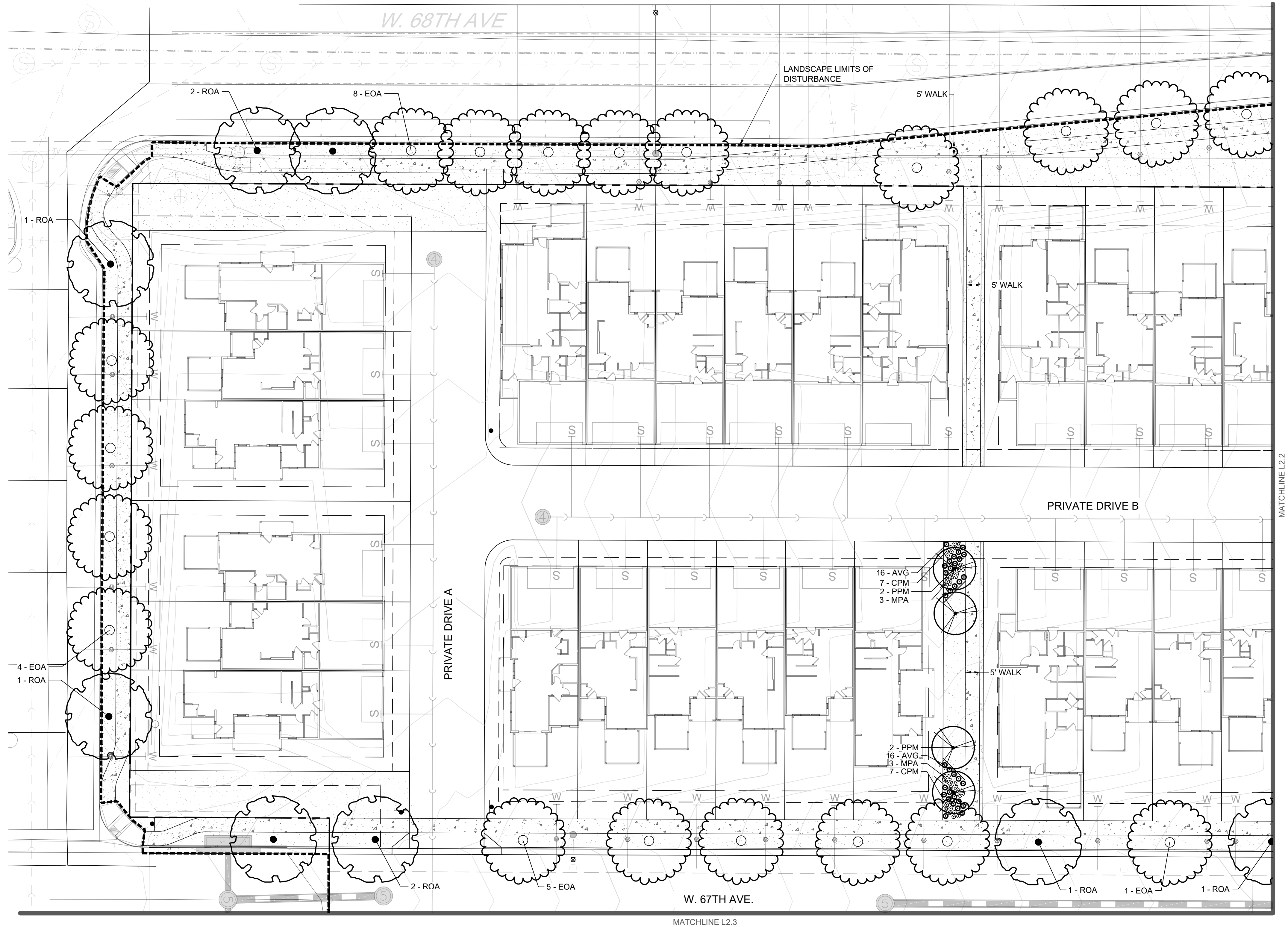
- COMMON NAME:
- 90/10 FESCUE MIX 90%
 - 90 FESCUE 10%
 - 10 BLUEGRASS
- TOTAL: 100%

LANDSCAPE NOTES:

- ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT A MINIMUM OF 5.0 CU.YRDS/1,000SF, UNLESS OTHERWISE NOTED IN THE TECHNICAL SPECIFICATIONS.
- SHRUB BEDS ARE TO BE MULCHED WITH 3" MIN. DEPTH $\frac{3}{8}$ " ANGULAR ROCK MULCH OR CRUSHER FINES OVER SPECIFIED GEOTEXTILE WEED CONTROL FABRIC. NO WEED CONTROL FABRIC IS REQUIRED IN PERENNIAL AREAS.
- SHRUB BEDS ARE TO BE CONTAINED BY EITHER $\frac{3}{8}$ " MIN. THICK METAL EDGER OR SPADE DUG EDGER. EDGER IN NOT REQUIRED WHEN ADJACENT TO CURBS OR WALKS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
- THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE OWNER'S REPRESENTATIVE, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
- DO NOT DISTURB THE EXISTING PAVING, LIGHTING, LANDSCAPING, OR IRRIGATION THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. QUANTITIES REPRESENTED GRAPHICALLY TAKE PRECEDENCE OVER LABELS.
- CALL FOR UTILITY LOCATIONS PRIOR TO BEGINNING OF CONSTRUCTION. THE UTILITIES SHOWN HEREON CONTAIN ONLY GENERAL INFORMATION AS TO THEIR DESCRIPTION, NATURE, AND GENERAL LOCATION. CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR ANY UTILITIES OF EXISTING SITE FEATURES DAMAGED DUE TO CONSTRUCTION ACTIVITIES.
- LANDSCAPE AREAS SHALL BE WATERED BY AN UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM AND SHALL PROVIDE 100% COVERAGE TO ALL AREAS UNLESS OTHERWISE NOTED. 20% OF NATIVE SEED TO BE IRRIGATED.

PROJECT NO.	08001.030	DATE	NO.	NOTES
DATE	01/10/2024	1		SUPPLEMENTAL LA 2ND CITY REVIEW
DATE	02/14/2025	2		SUPPLEMENTAL LA 3RD CITY REVIEW

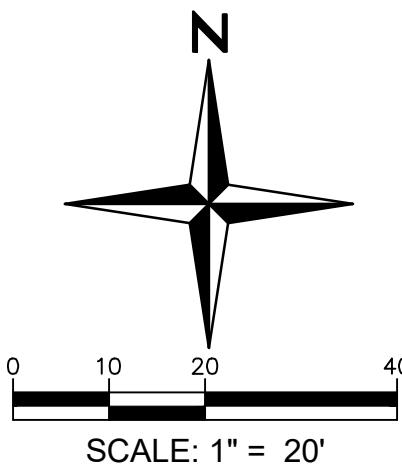
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KEY MAP

LEGEND

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|--|---|
| | PROPERTY LINE |
| | R.O.W. |
| | LOT LINE |
| | EASEMENT LINE |
| | FIRE ACCESS EASEMENT |
| | ROAD CENTERLINE |
| | CURB AND GUTTER; SEE CIVIL |
| | SIDEWALK; SEE CIVIL |
| | EXISTING WATER LINE |
| | EXISTING GAS LINE |
| | EXISTING TELEPHONE LINE |
| | EXISTING FIBER OPTICS LINE |
| | EXISTING OVERHEAD ELECTRIC LINE |
| | PROPOSED STORM SEWER |
| | PROPOSED SANITARY SEWER |
| | PROPOSED WATER LINE |
| | LANDSCAPE EDGER |
| | SWALE |
| | FENCE |
| | LANDSCAPE LIMITS OF DISTURBANCE |
| | RETAINING WALL |
| | PROPOSED STREET LIGHT |
| | DOG WASTE DISPOSAL |
| | BENCH |
| | TABLE AND CHAIRS |
| | PROPOSED ROCK COBBLE |
| | WOOD MULCH (NOT HATCHED) |
| | SHORTGRASS NATIVE SEED MIX |
| | STANDARD NATIVE SEED MIX |
| | EXISTING WETLAND |
| | TURF SOD |
| | CRUSHER FINES |
| | AREA OUTSIDE LANDSCAPE LIMITS OF DISTURBANCE; TO BE PRESERVED |



MIDTOWN - FILING 13
CONSTRUCTION DOCUMENTS
DETAILED LANDSCAPE PLAN

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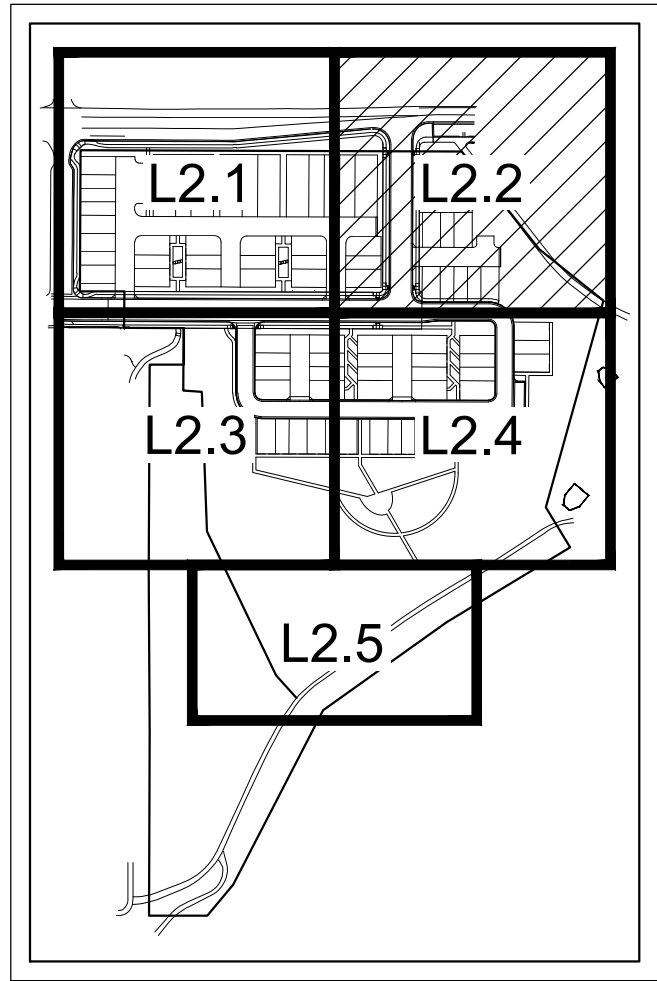
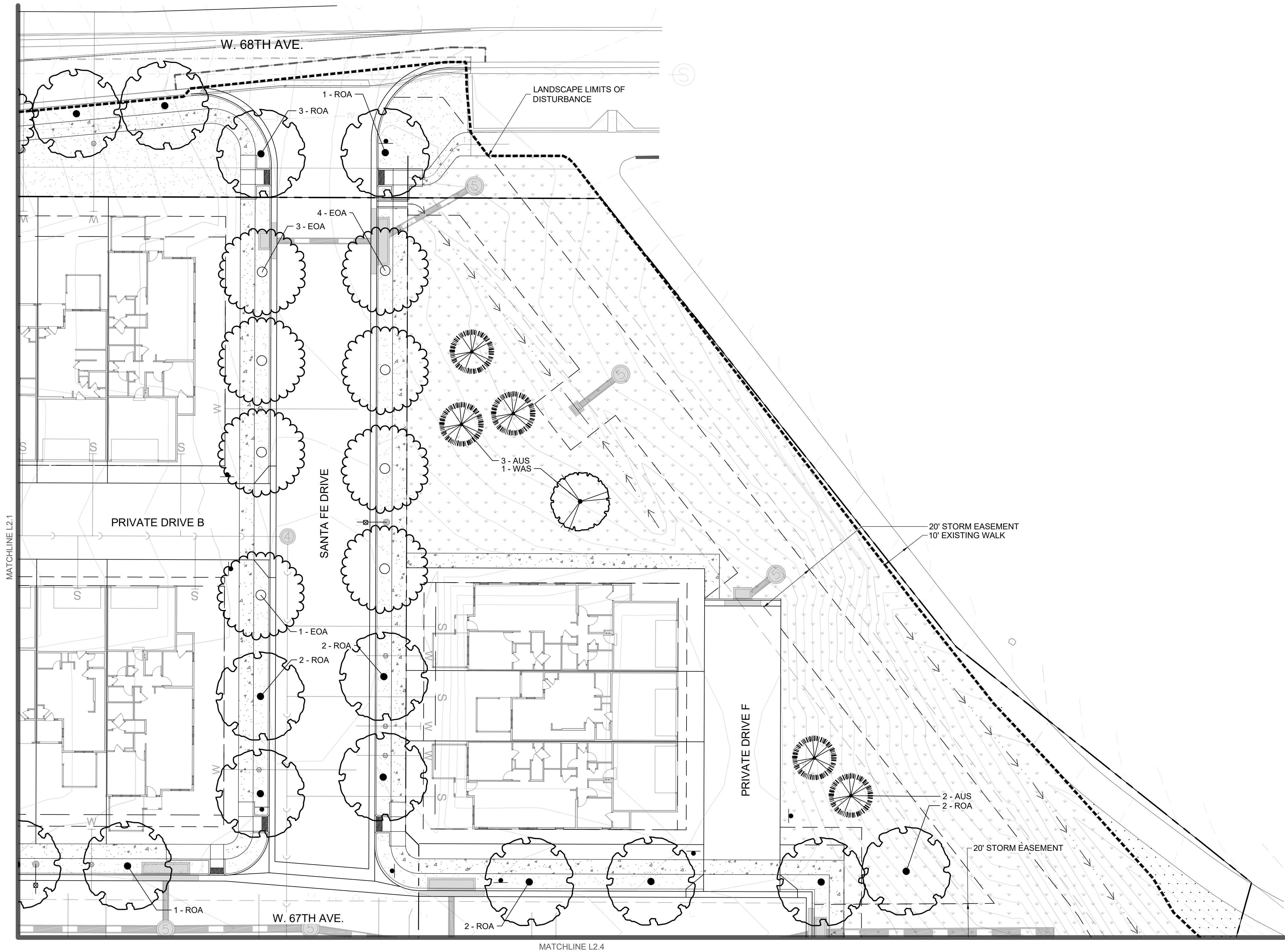
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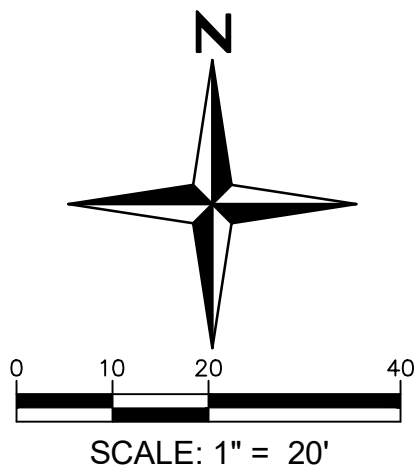
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KEY MAP

LEGEND

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MIDTOWN - FILING 13
CONSTRUCTION DOCUMENTS
DETAILED LANDSCAPE PLAN

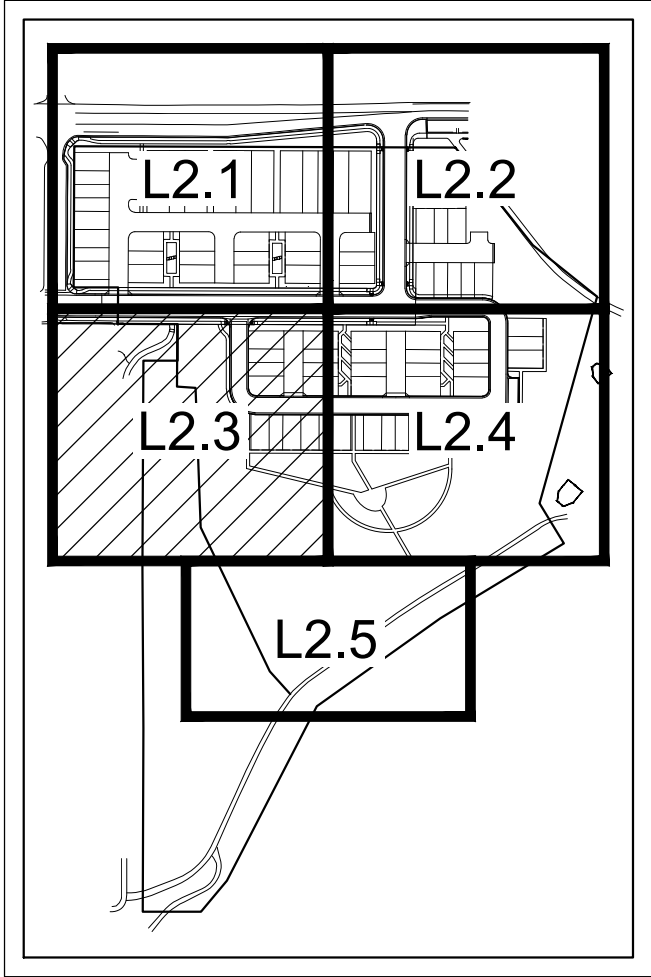
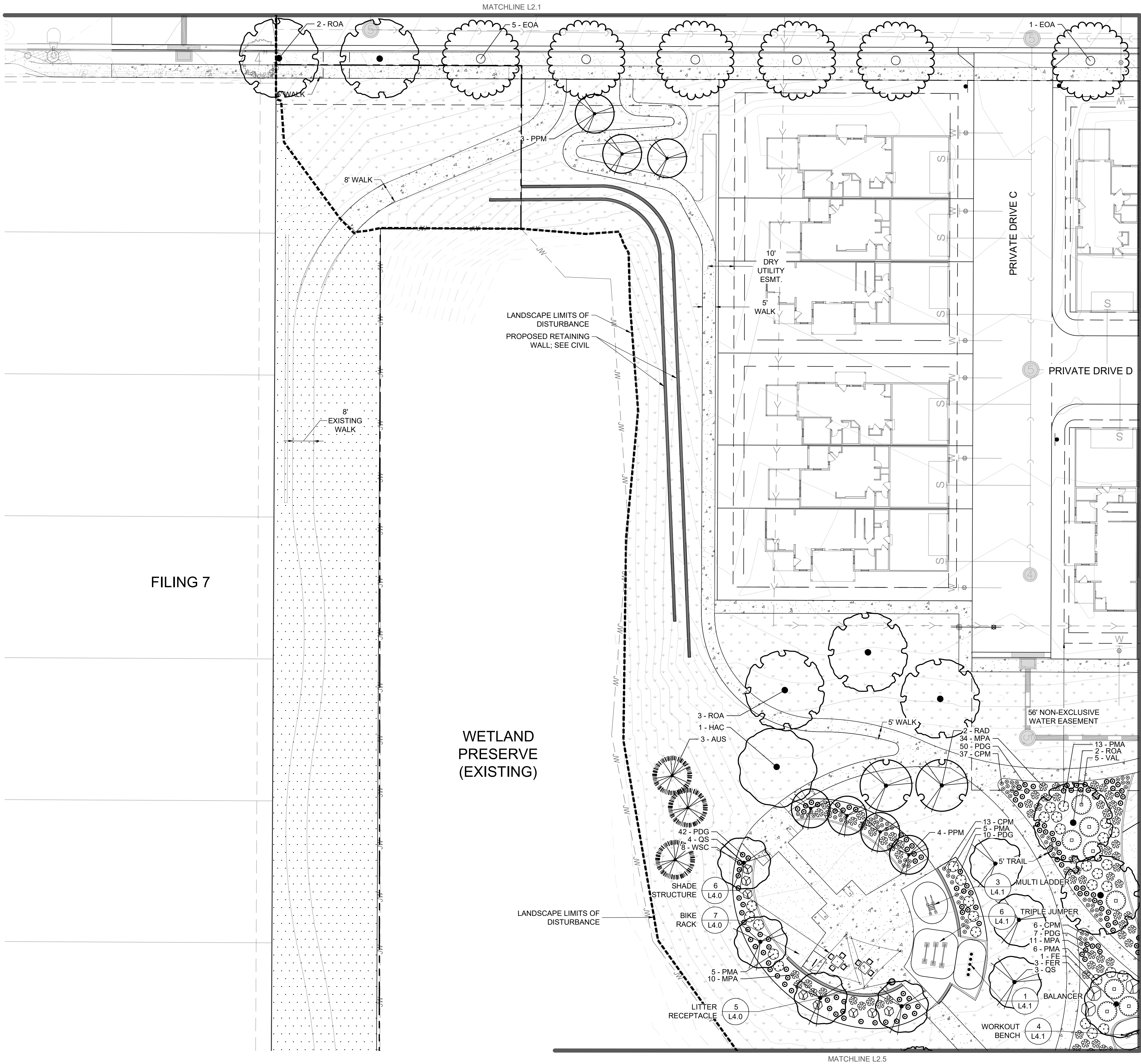
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PROJECT NO.	DATE	NO.	NOTES
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	02/14/2025	2	SUPPLEMENTAL LA 3RD CITY REVIEW

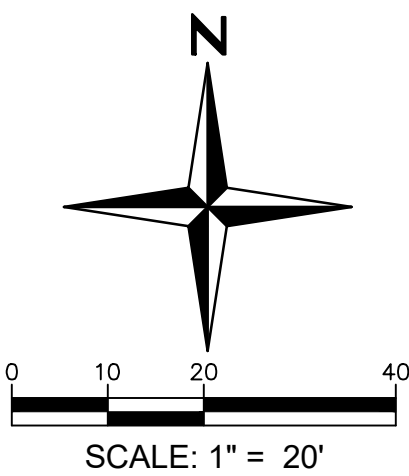
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MIDTOWN - FILING 13
CONSTRUCTION DOCUMENTS
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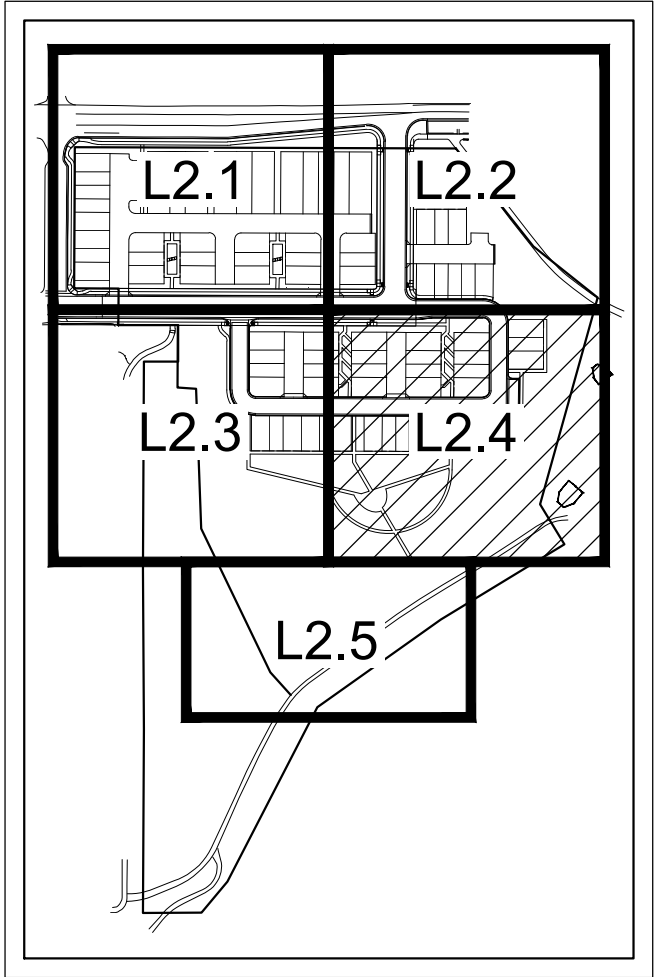
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1 SUPPLEMENTAL LA 2ND CITY REVIEW











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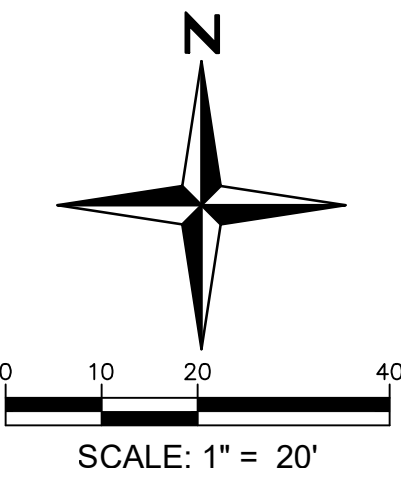
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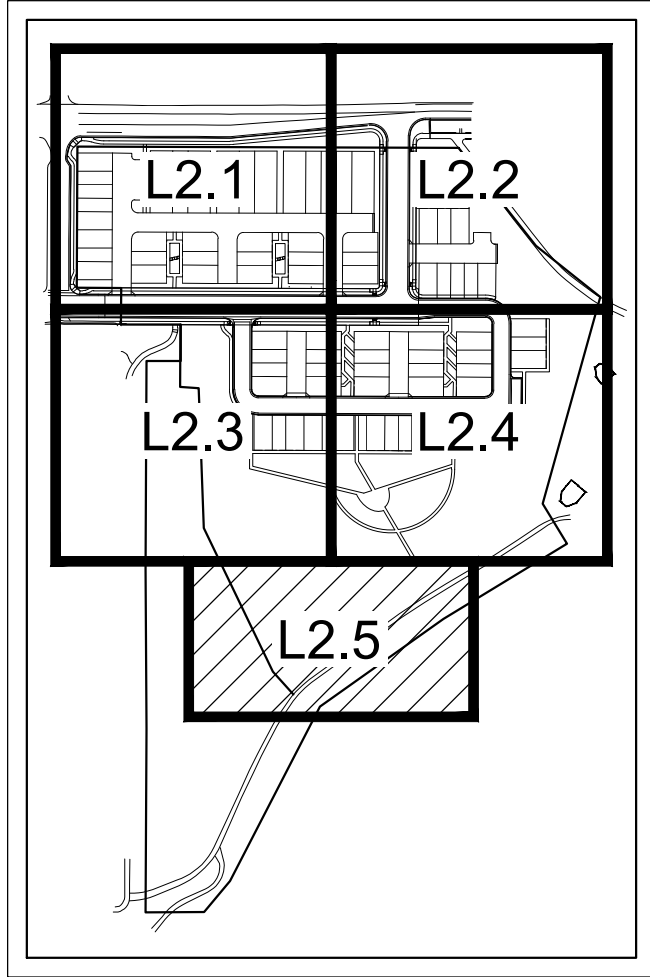
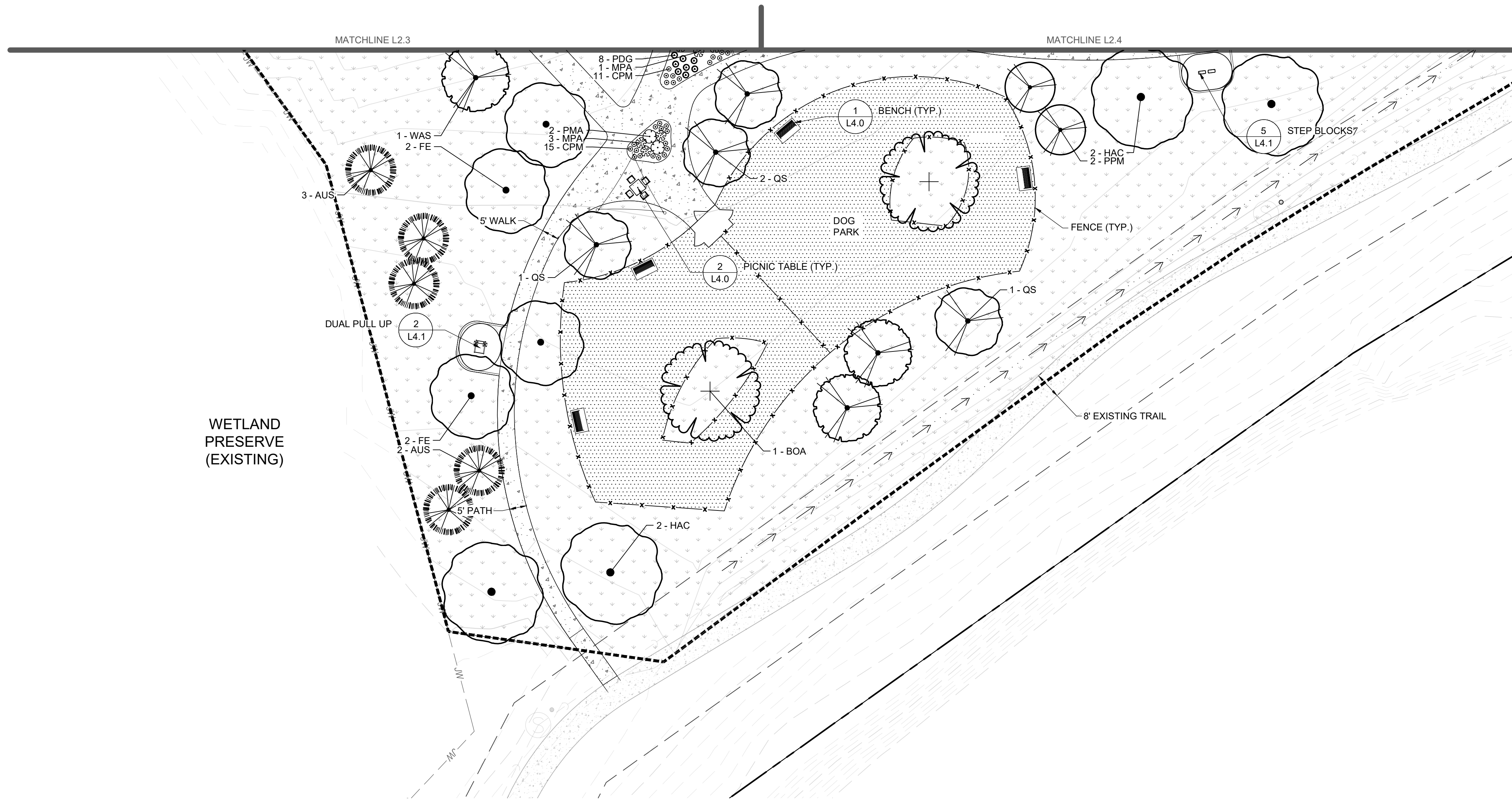


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	LANDSCAPE EDGER
	SWALE
	FENCE
	LANDSCAPE LIMITS OF DISTURBANCE
	RETAINING WALL

	<p>PROPOSED STREET LIGHT DOG WASTE DISPOSAL BENCH</p>
	<p>TABLE AND CHAIRS</p>
	<p>PROPOSED STREET COBBLE</p>
	<p>WOOD MULCH (NOT HATCHED)</p>
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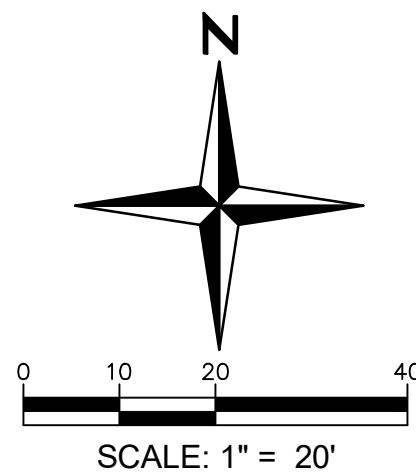
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KEY MAP

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- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATER LINE
- LANDSCAPE EDGER
- SWALE
- FENCE
- LANDSCAPE LIMITS OF DISTURBANCE
- RETAINING WALL
- PROPOSED STREET LIGHT
- DOG WASTE DISPOSAL
- BENCH
- TABLE AND CHAIRS
- PROPOSED ROCK COBBLE
- WOOD MULCH (NOT HATCHED)
- SHORTGRASS NATIVE SEED MIX
- STANDARD NATIVE SEED MIX
- EXISTING WETLAND
- TURF SOD
- CRUSHER FINES
- AREA OUTSIDE LANDSCAPE LIMITS OF DISTURBANCE: TO BE PRESERVED



MIDTOWN - FILING 13
CONSTRUCTION DOCUMENTS
DETAILED LANDSCAPE PLAN

SHEET

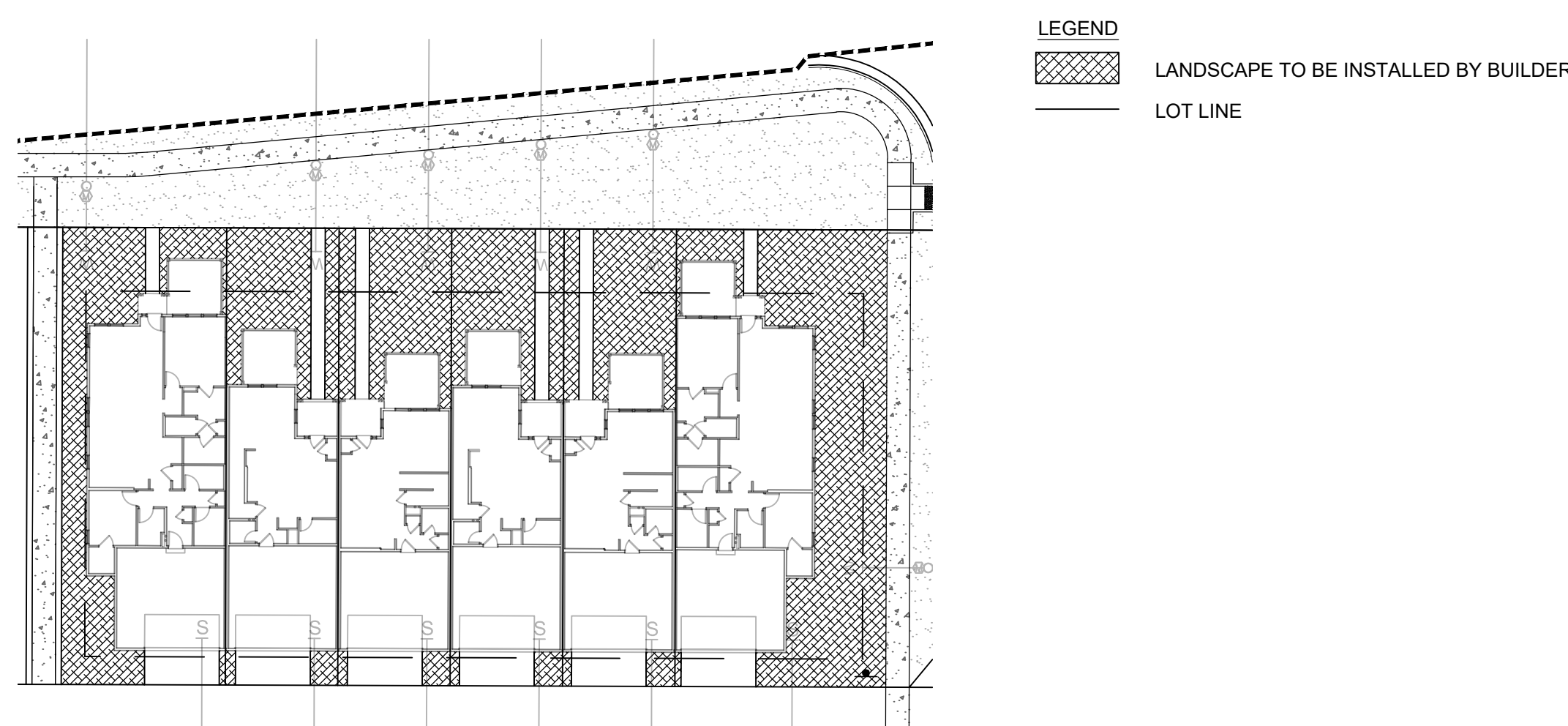
L2.5

NOT FOR
CONSTRUCTION

PROJECT NO.	DATE	NO.	NOTES
08901.030			
011/2024	1	SUPPLEMENTAL LA 2ND CITY REVIEW	
0211/2025	2	SUPPLEMENTAL LA 3RD CITY REVIEW	

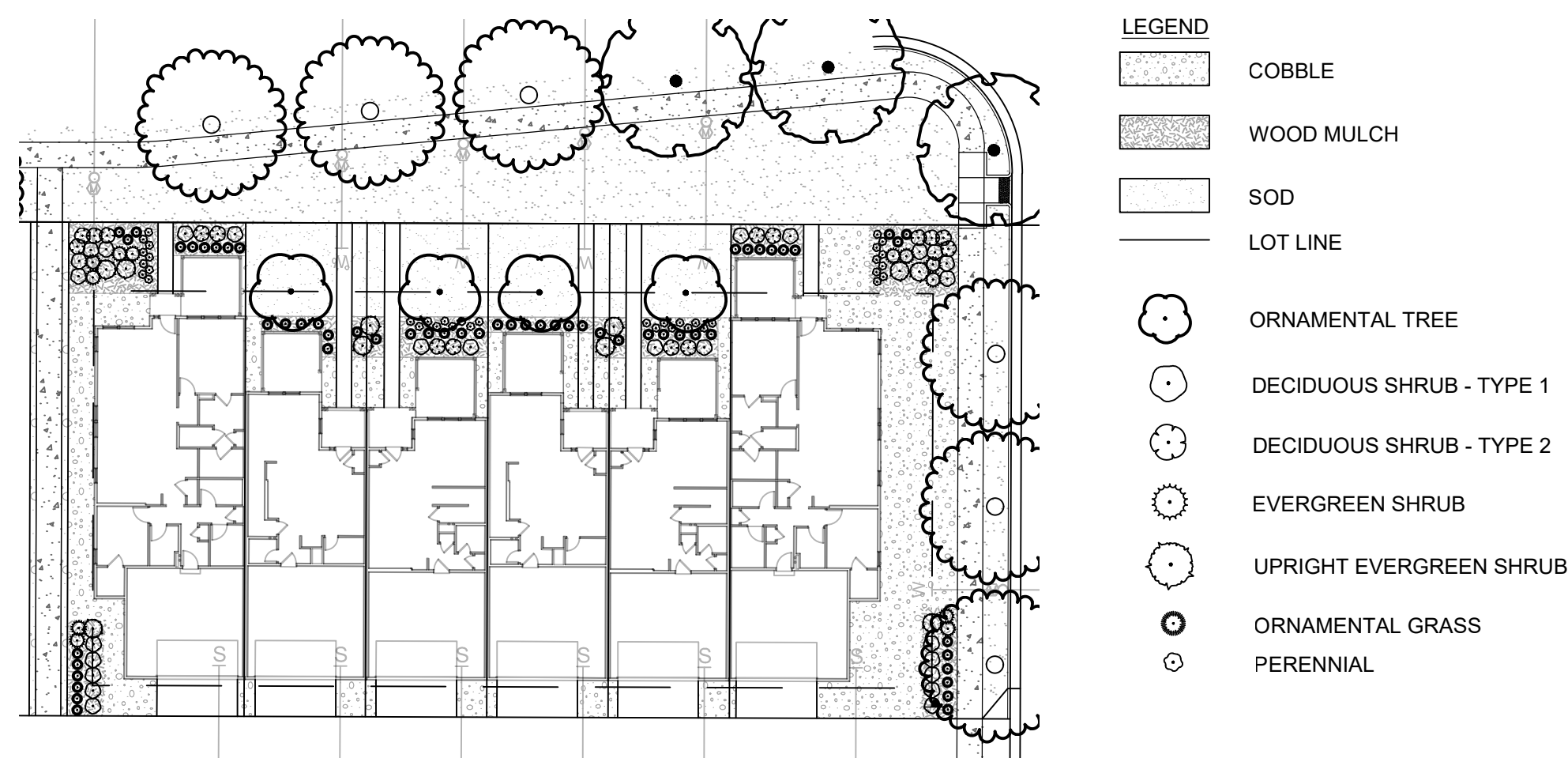
N.T.S.

REAR-LOADED TOWNHOME CONDITION

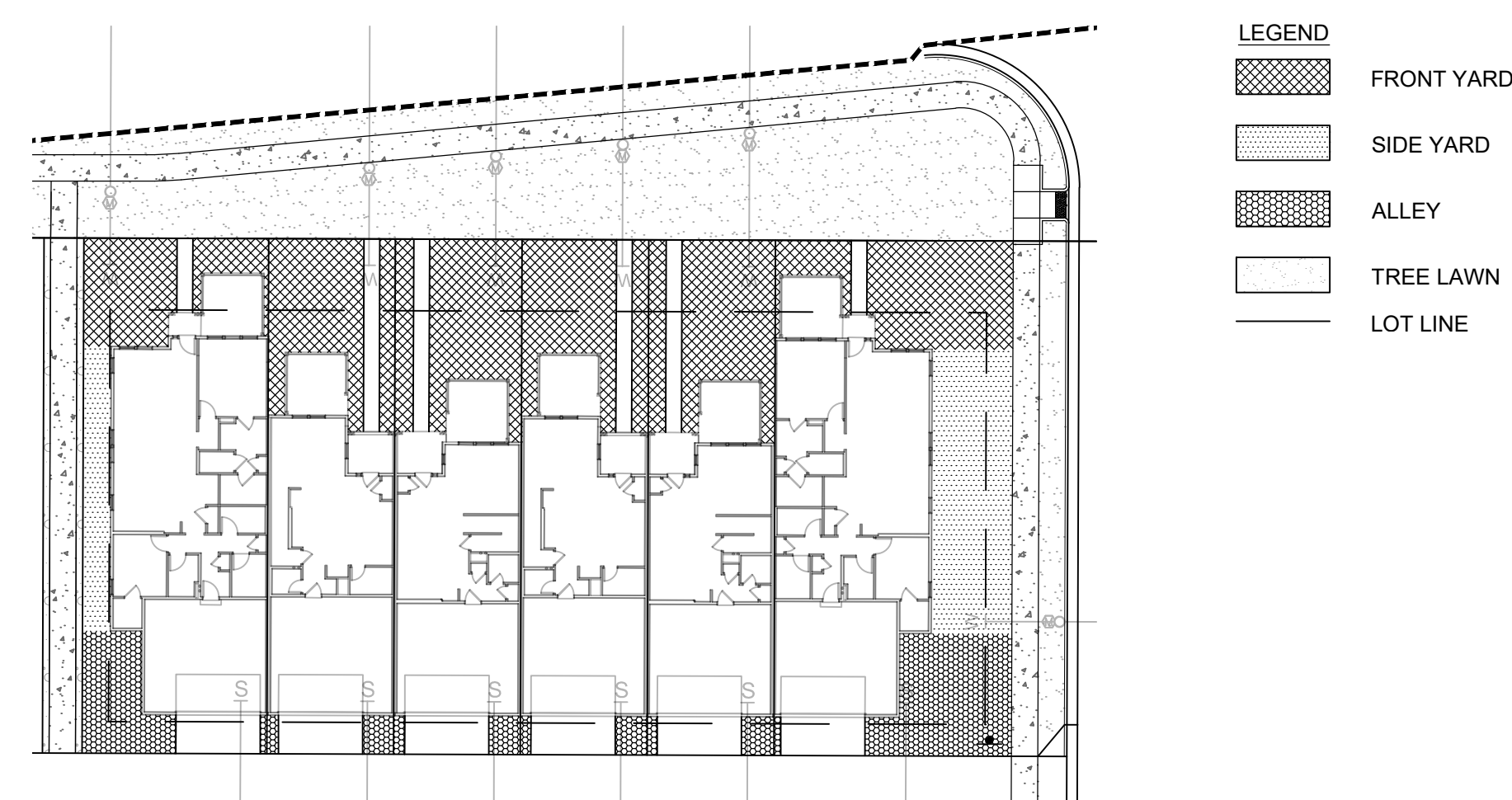


N.T.S.

LANDSCAPE INSTALLED BY BUILDER
REAR-LOADED TOWNHOME CONDITION



N.T.S.

LANDSCAPE INSTALLED BY BUILDER
REAR-LOADED TOWNHOME CONDITION[illegible]

NOTES:

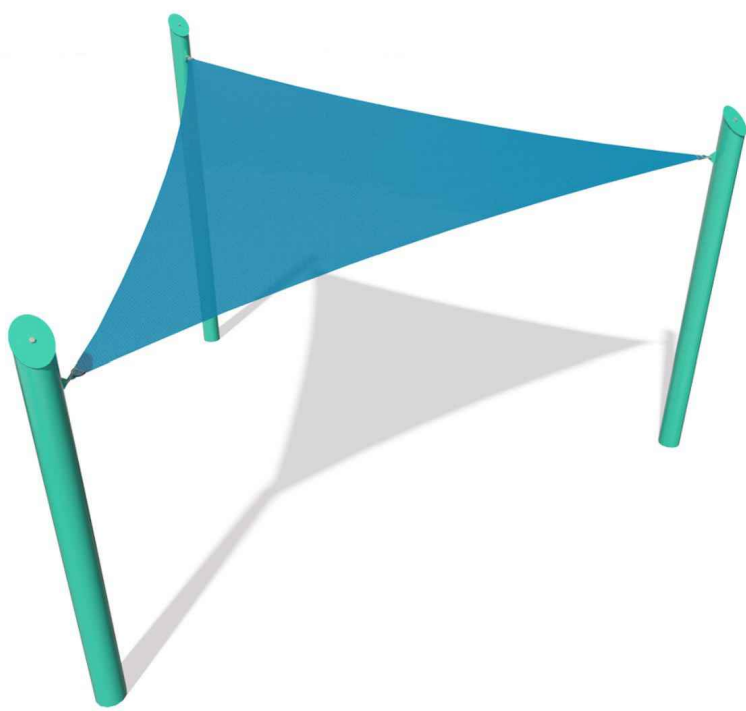
1. ADDITIONAL ALLEY LANDSCAPE IS TO BE INSTALLED BY DEVELOPER/BUILDER AND MAINTAINED BY MCCMD.
2. FRONT YARD LANDSCAPE IS TO BE INSTALLED BY DEVELOPER/BUILDER, AND MAINTAINED BY MCCMD SUBJECT TO MCCMD'S POLICIES AND PROCEDURES FOR THE ACCEPTANCE AND ACQUISITION OF PUBLIC IMPROVEMENTS.
3. LOTS MAY REQUIRE ADDITIONAL OR REDUCED PLANTING, SUBJECT TO DRC APPROVAL.
4. METER PITS ARE TO HAVE 3' CLEARANCE FROM GRASSES, SHRUBS, AND BUSHES, 8' CLEARANCE FROM TREES.

1:20/01/0016 - Midtown/CADD/Sheet 10015.025 Filing 13 CDx/CDx/Midtown Filing 13-LA Details, CD.dwg, tab: 14 OF X LANDSCAPE DETAILS Feb 14, 2025 - 4:04pm jcoonor



MANUFACTURER: MADRAX (WWW.MADRAX.COM)
MODEL: HEAVY DUTY CHALLENGER BIKE RACK, H36-S, 5-BIKES
COLOR: BLACK
SIZE: 2-3/8" TUBE | 39" L X 36" H
SURFACE MOUNT, PRE-DRILLED, USE BIKE RACK SURFACE MOUNT HARDWARE KIT BY SAME MANUFACTURER.
INSTALL PER MANUFACTURER'S SPECIFICATIONS

7 BIKE RACK
SCALE: NTS



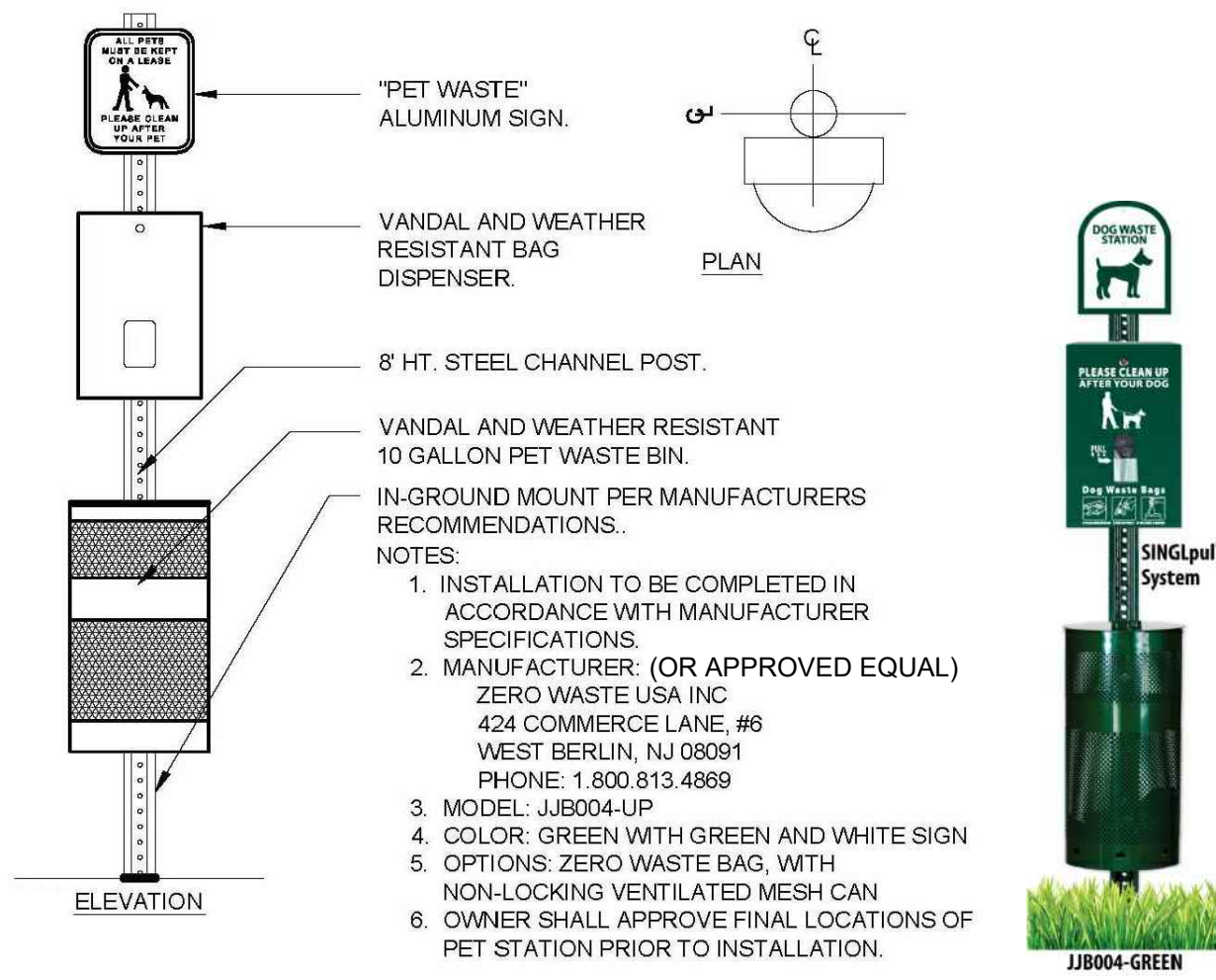
MANUFACTURER: LANDSCAPE STRUCTURES
MODEL: SKYWAYS TRIANGLE SAIL (20'X20'X20') SHADE
COLOR: TBD
CONTACT: ISABEL KEEGEN, (303) 783-1452, EMAIL: ISABEL@RMREC.COM
• REMOVABLE FABRIC SHADE SAIL MOUNTED TO STEEL POSTS.
• SAIL HEIGHT: VARIED BY POLE - 8', 10' AND 12'

6 SHADE STRUCTURE
SCALE: NTS

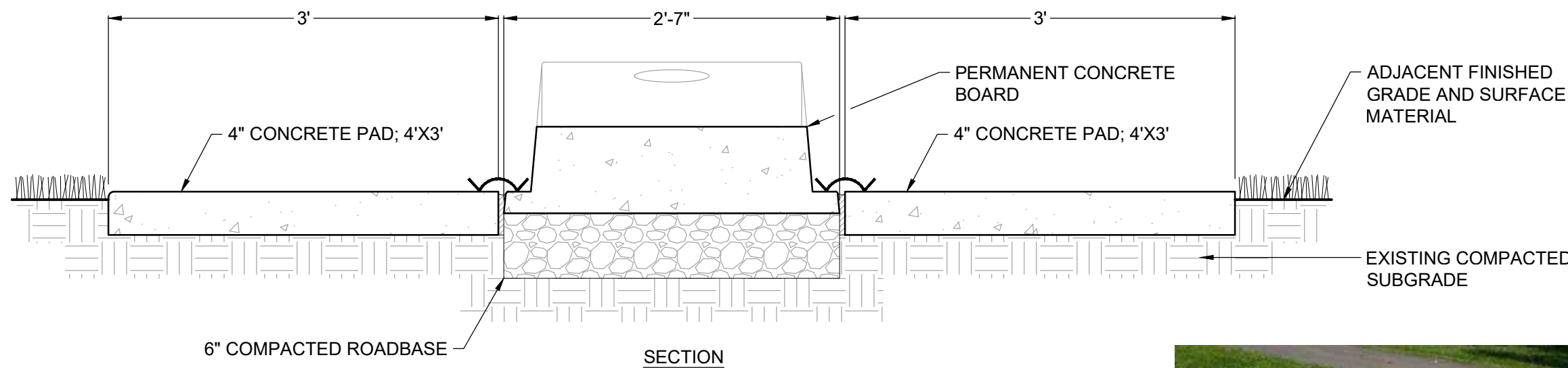


MANUFACTURER: TREE TOP PRODUCTS (WWW.TREETOPPRODUCTS.COM)
MODEL: COMMERCIAL STEEL WASTE 32 GAL FLAT LID RECEPTACLE
COLOR: BLACK ONYX
SIZE: 28" W x 35.5" H
SURFACE MOUNT, PRE-DRILLED
INCLUDES RIGID 32-GAL. LINER
INSTALL PER MANUFACTURER'S SPECIFICATIONS

5 LITTER RECEPTACLE
SCALE: NTS



4 DOG WASTE STATION
SCALE: 1" = 1'-0"



MANUFACTURER: DOTY & SONS CONCRETE PRODUCTS, INC.
MODEL: ALL CONCRETE BAG TOSS GAME (BYOB5531)
COLOR: STANDARD GRAY WITH SEALED (SEMI-GLOSS) PLAY SURFACE FINISH.
CONTACT: MATT ROTRAMEL, (800) 233-3907
EACH SET CONSISTS OF TWO PERMANENT CONCRETE BOARDS.
CONTRACTOR TO REQUEST AMERICAN CORNHOLE ASSOCIATION (ACA) UNIT SPACING DIAGRAM FROM THE MANUFACTURER.

3 CORNHOLE
SCALE: NTS



MANUFACTURER: TREE TOP PRODUCTS (WWW.TREETOPPRODUCTS.COM)
MODEL: NORTHGATE PICNIC TABLE (SQUARE PEDESTAL)
COLOR: BLACK ONYX
SIZE:
• TABLE: 46" x 46"
• SEATS: 36" L x 12" W x 19" H
• FOOTPRINT: 82" L x 82" W x 31" H
SURFACE MOUNT, PRE-DRILLED
SEATS EIGHT (8) ADULTS, ADA SEATS ONE (1) WHEELCHAIR AND SIX (6) ADULTS
INSTALL PER MANUFACTURER'S SPECIFICATIONS

2 PICNIC TABLE
SCALE: NTS

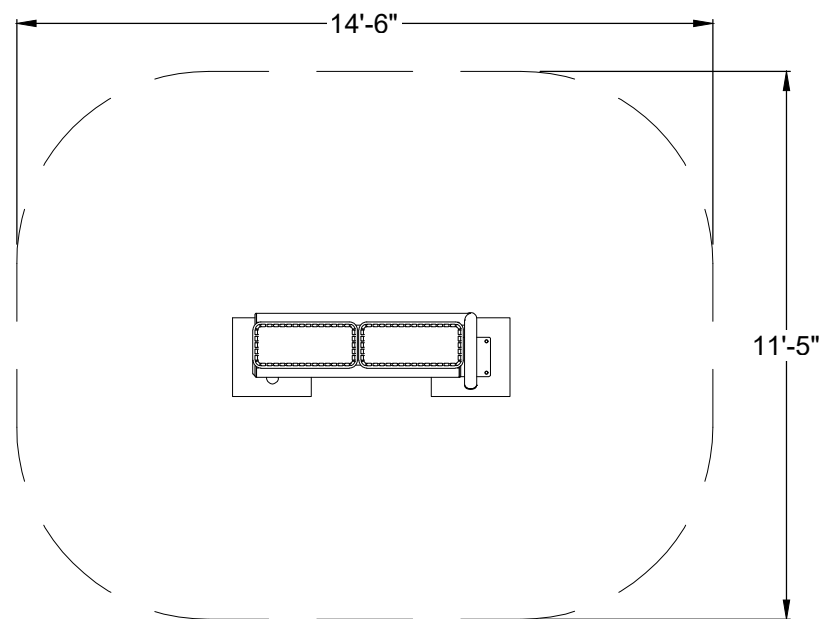


MANUFACTURER: TREE TOP PRODUCTS (WWW.TREETOPPRODUCTS.COM)
MODEL: NORTHGATE BENCH WITH ARCHED BACK, NO CENTER ARMREST
COLOR: BLACK ONYX
SIZE: 6'
SURFACE MOUNT, PRE-DRILLED
INSTALL PER MANUFACTURER'S SPECIFICATIONS

1 BENCH
SCALE: NTS

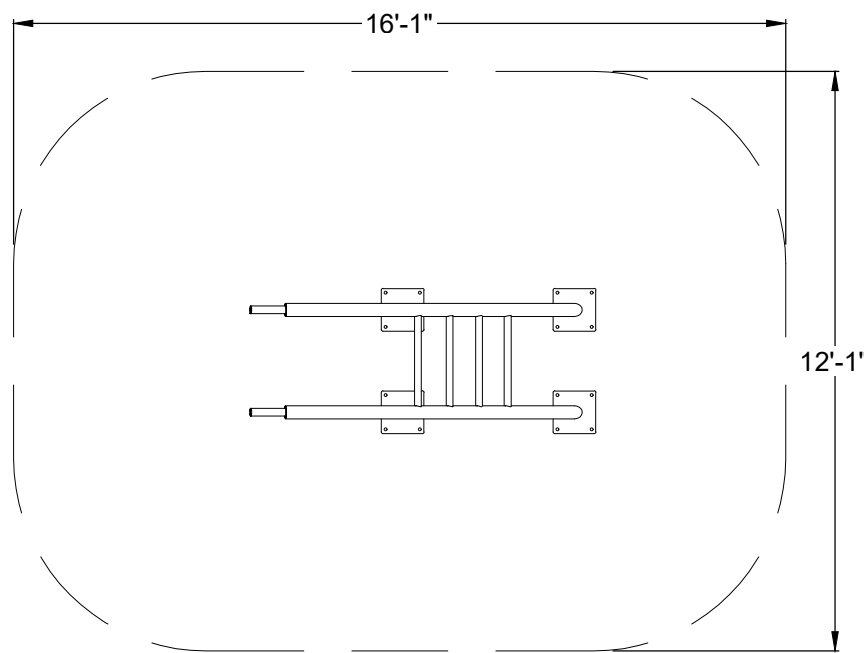
PROJECT NO.		DATE	NO.	NOTES
08001.030	DATE	01/10/2024	1	SUPPLEMENTAL LA 2ND CITY REVIEW
	NO.	02/14/2025	2	SUPPLEMENTAL LA 3RD CITY REVIEW

I:\2010\10016 - Midtown\CADD\Sheet Sets\10016.025 Filing 13 CDs\CAD\Midtown Filing 13-LA Details_CD.dwg tab: 15 OF X LANDSCAPE DETAILS Feb 14, 2025 - 4:04pm jcoconnor



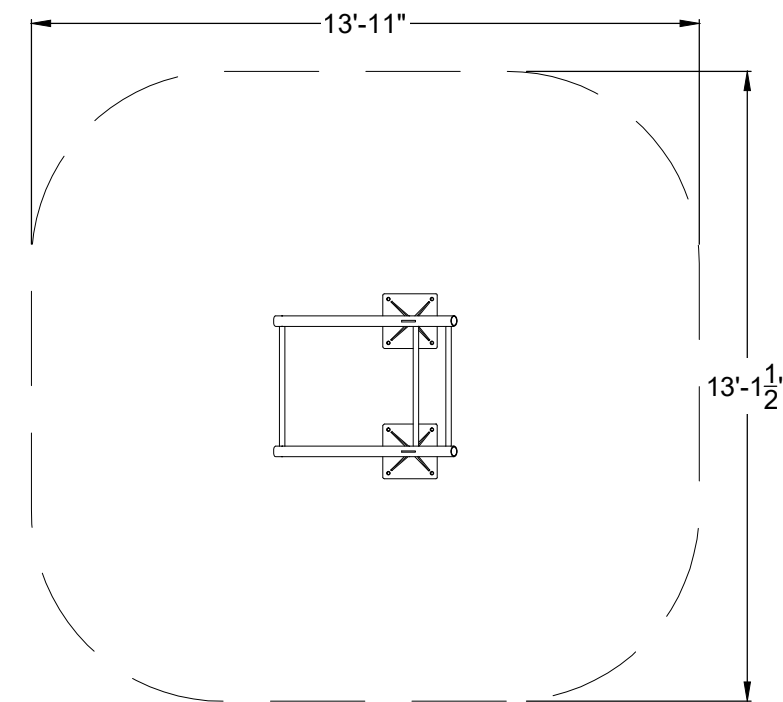
MANUFACTURER: NORWELL OUTDOOR FITNESS
MODEL: NW501B BENCH
CONTACT: STERLING WEST, KEVIN THERRIEN, (877) 537-3470, KEVINT@STERLINGWEST.NET
INSTALL PER MANUFACTURER'S SPECIFICATIONS.

4 WORKOUT BENCH
SCALE: NTS



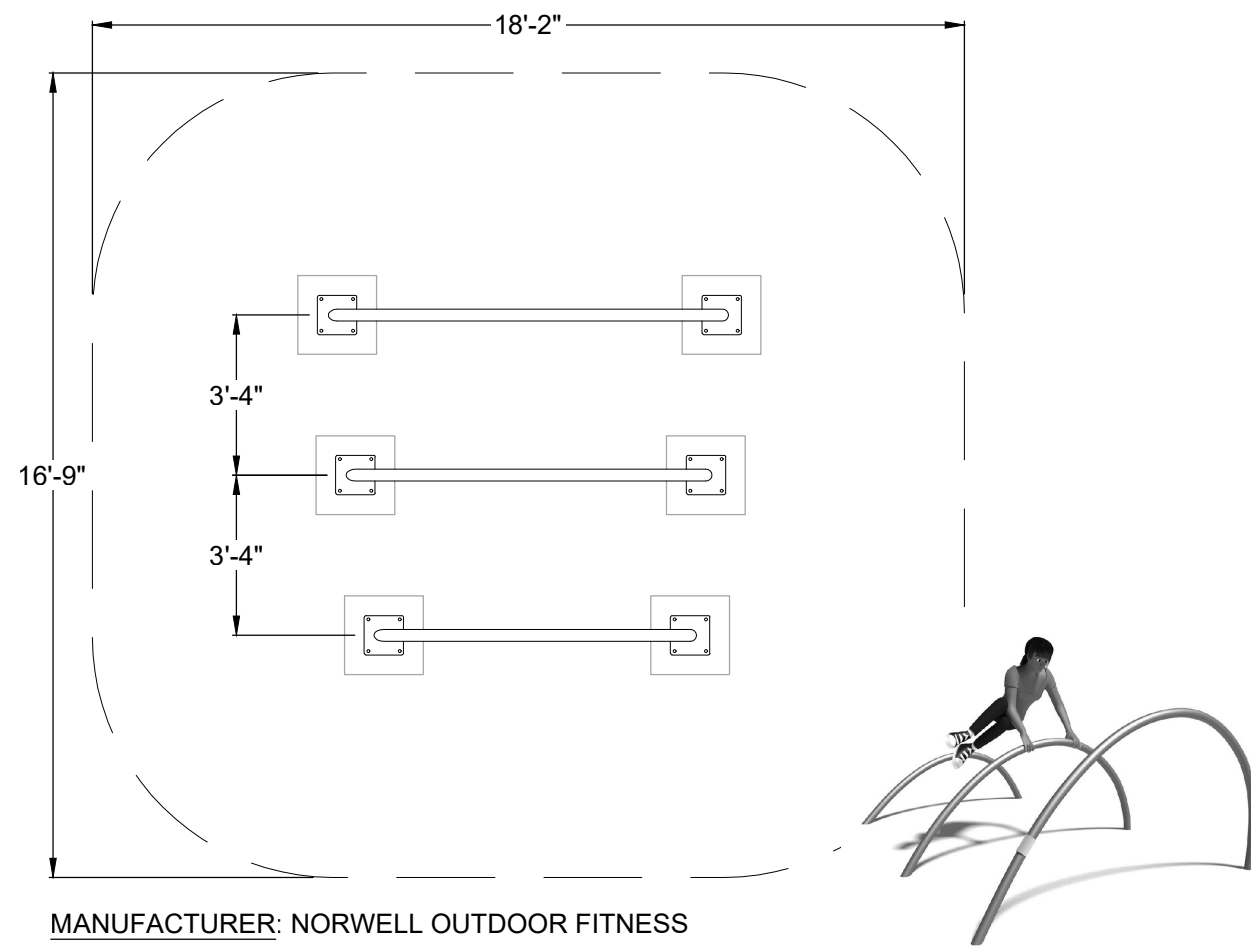
MANUFACTURER: NORWELL OUTDOOR FITNESS
MODEL: NW110 MULTI LADDER
CONTACT: STERLING WEST, KEVIN THERRIEN, (877) 537-3470, KEVINT@STERLINGWEST.NET
INSTALL PER MANUFACTURER'S SPECIFICATIONS.

3 MULTI LADDER
SCALE: NTS



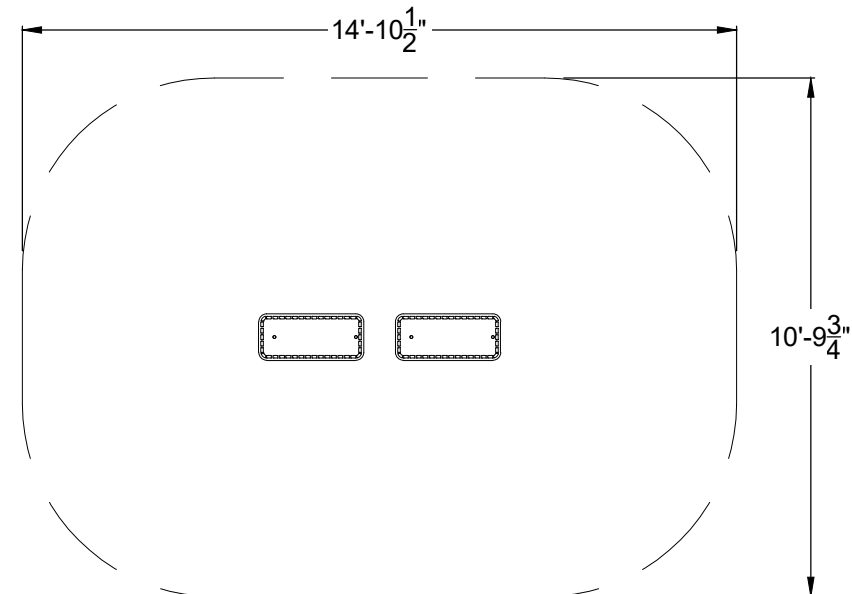
MANUFACTURER: NORWELL OUTDOOR FITNESS
MODEL: NW107 DUAL PULL UP
CONTACT: STERLING WEST, KEVIN THERRIEN, (877) 537-3470, KEVINT@STERLINGWEST.NET
INSTALL PER MANUFACTURER'S SPECIFICATIONS.

2 DUAL PULL UP
SCALE: NTS



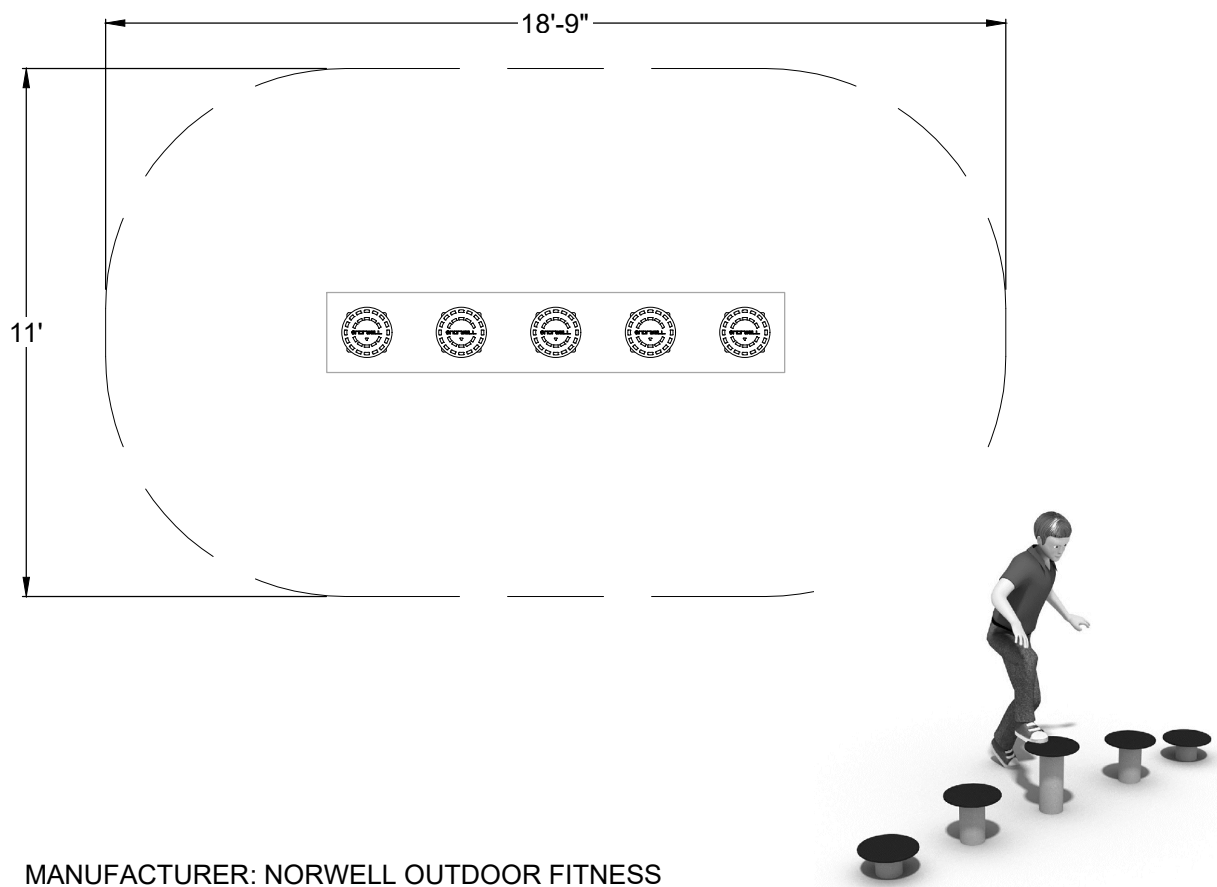
MANUFACTURER: NORWELL OUTDOOR FITNESS
MODEL: NW207 TRIPLE JUMPER
CONTACT: STERLING WEST, KEVIN THERRIEN, (877) 537-3470, KEVINT@STERLINGWEST.NET
INSTALL PER MANUFACTURER'S SPECIFICATIONS.

6 TRIPLE JUMPER
SCALE: NTS



MANUFACTURER: NORWELL OUTDOOR FITNESS
MODEL: NWSW112 STEP BLOCKS
CONTACT: STERLING WEST, KEVIN THERRIEN, (877) 537-3470, KEVINT@STERLINGWEST.NET
INSTALL PER MANUFACTURER'S SPECIFICATIONS.

5 STEP BLOCKS
SCALE: NTS



MANUFACTURER: NORWELL OUTDOOR FITNESS
MODEL: NW303 BALANCER
CONTACT: STERLING WEST, KEVIN THERRIEN, (877) 537-3470, KEVINT@STERLINGWEST.NET
INSTALL PER MANUFACTURER'S SPECIFICATIONS.

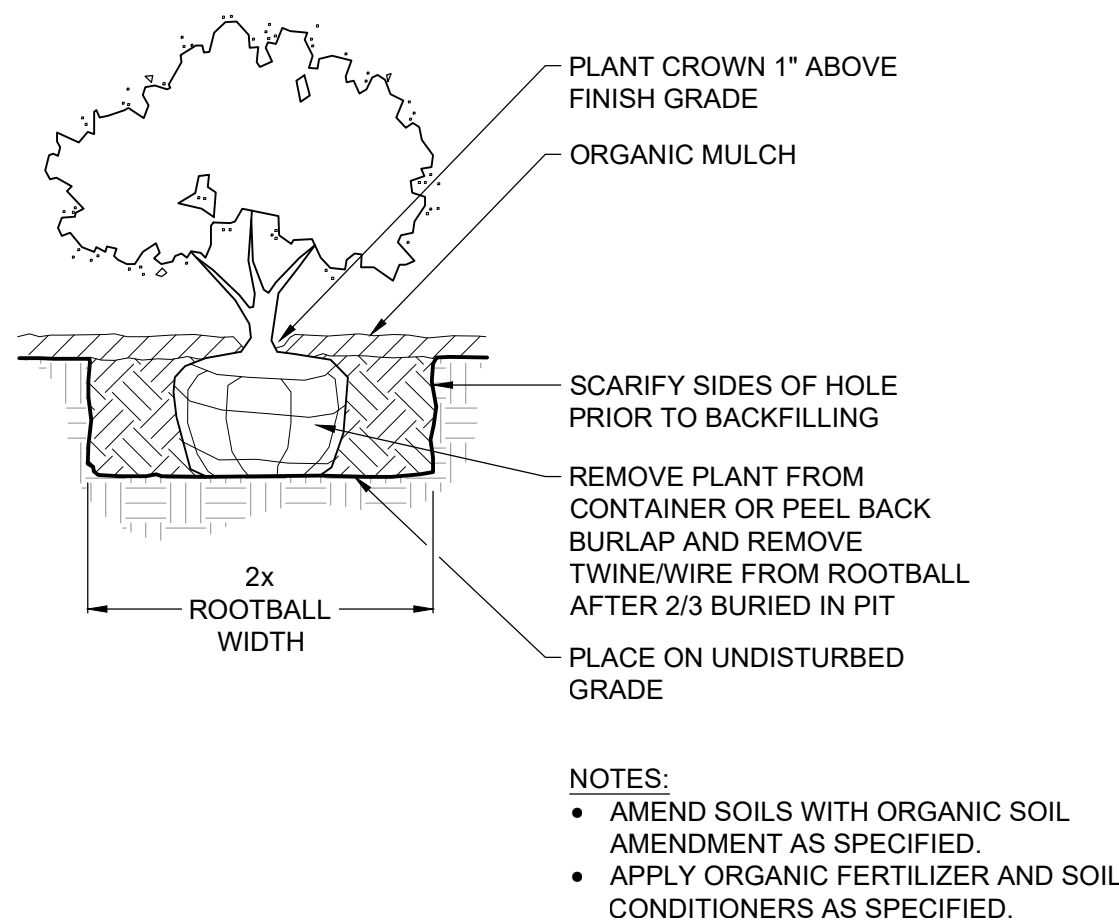
1 BALANCER
SCALE: NTS

PROJECT NO.	NO.	DATE	NO.	NOTES
08001030				
01/12/2024	1			SUPPLEMENTAL LA 2ND CITY REVIEW
02/14/2025	2			SUPPLEMENTAL LA 3RD CITY REVIEW

1:20/01/0016 - Midtown/CADD/Sheet Sets/10015/025 Filing 13 CDx/CDxMidtown Filing 13-LA Details CD.dwg tab: 13 OF X LANDSCAPE DETAILS Feb 14, 2025 - 4:04pm jcoonor

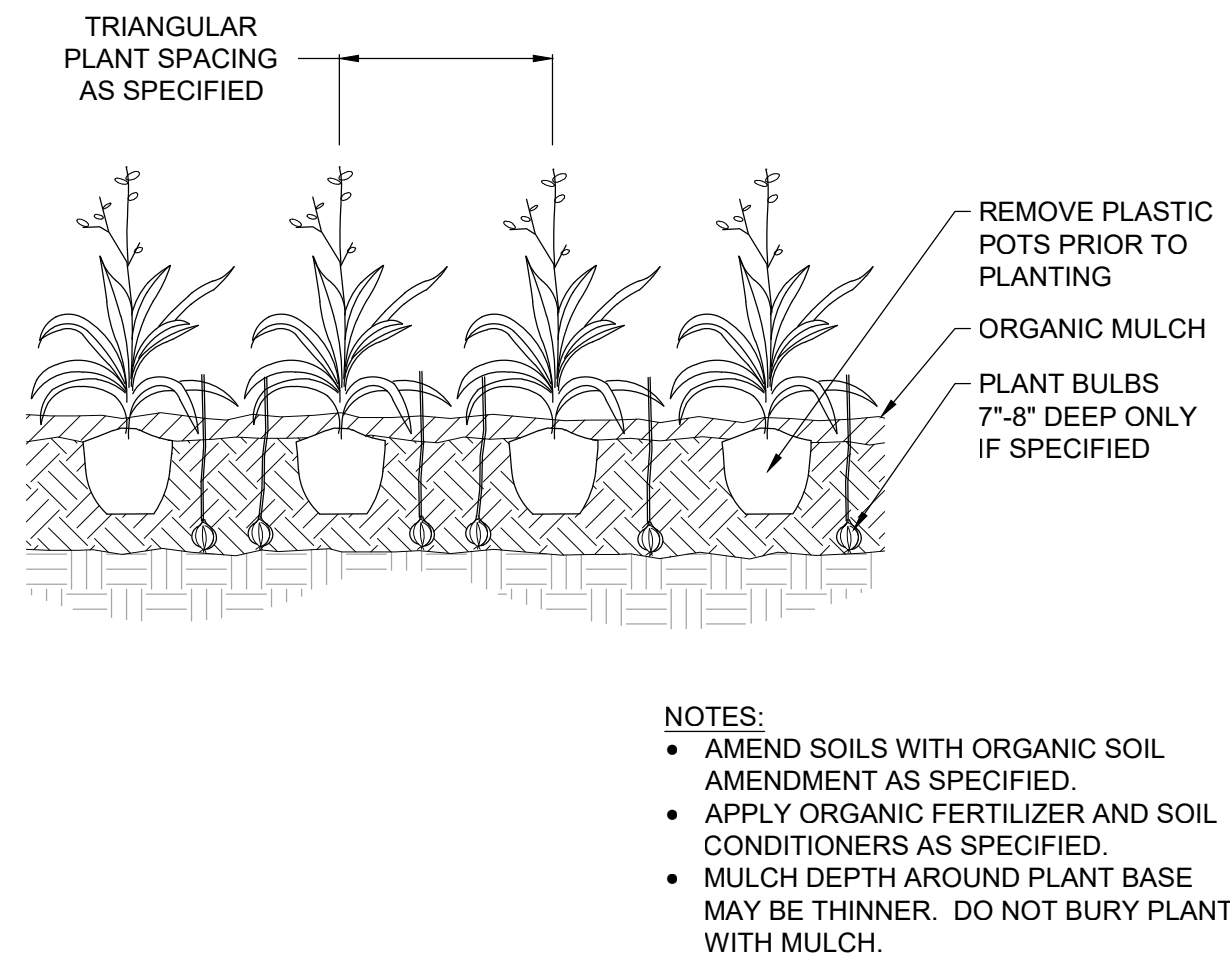
4 SHRUB PLANTING

SCALE: NTS



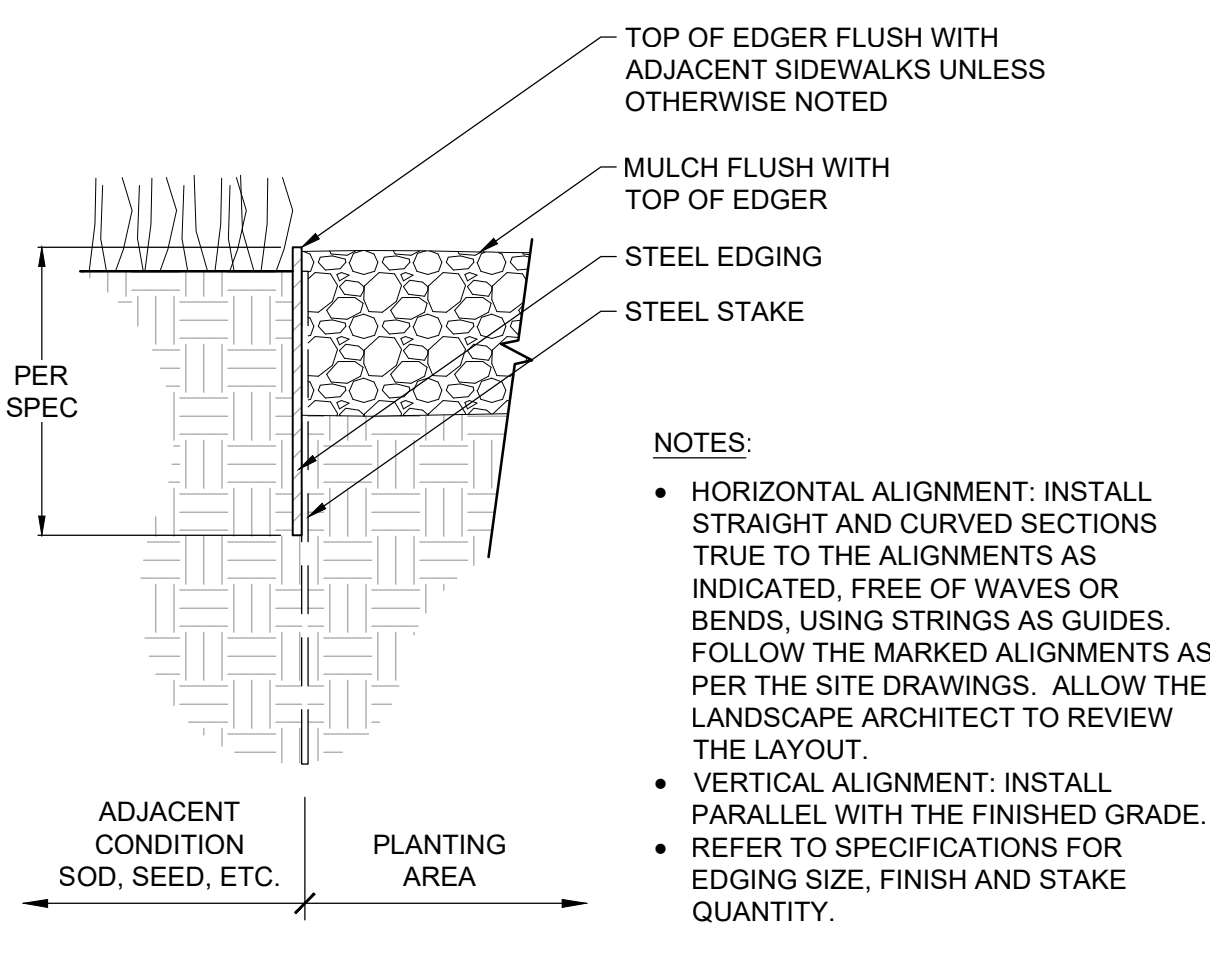
3 PERENNIAL PLANTING

SCALE: NTS



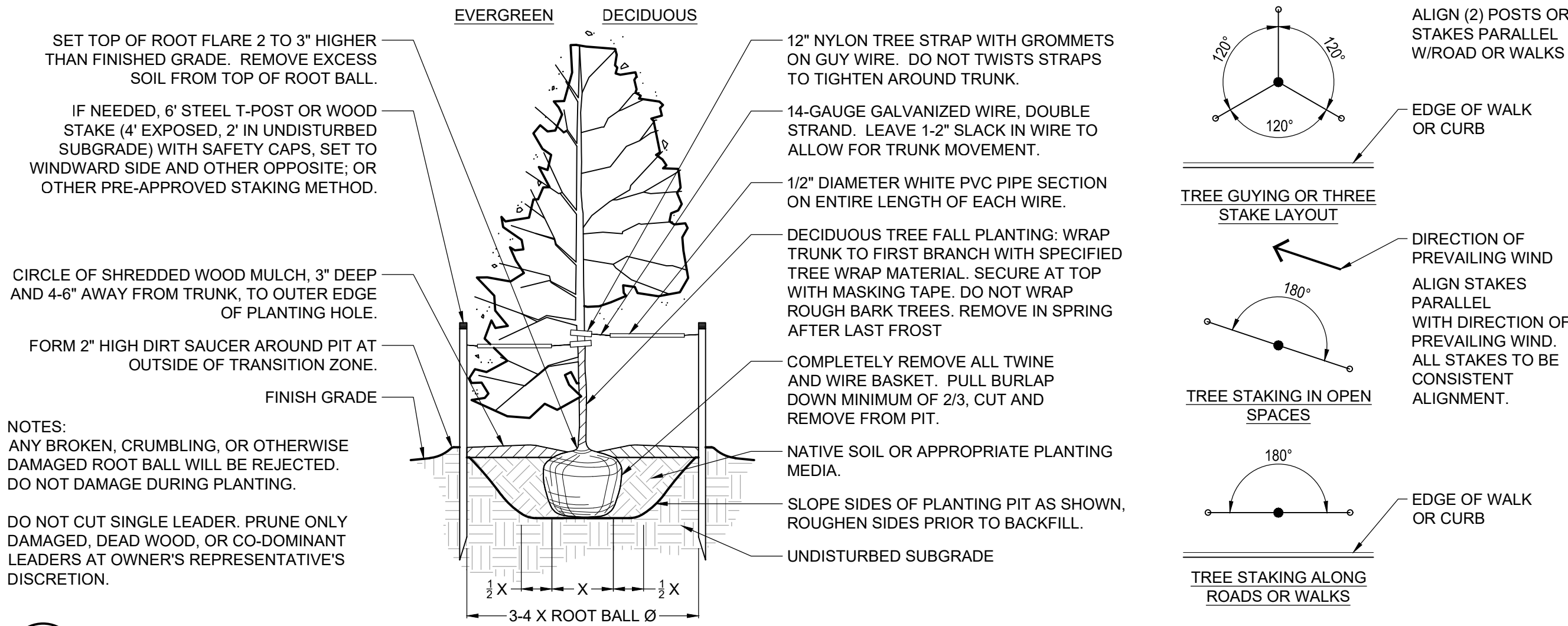
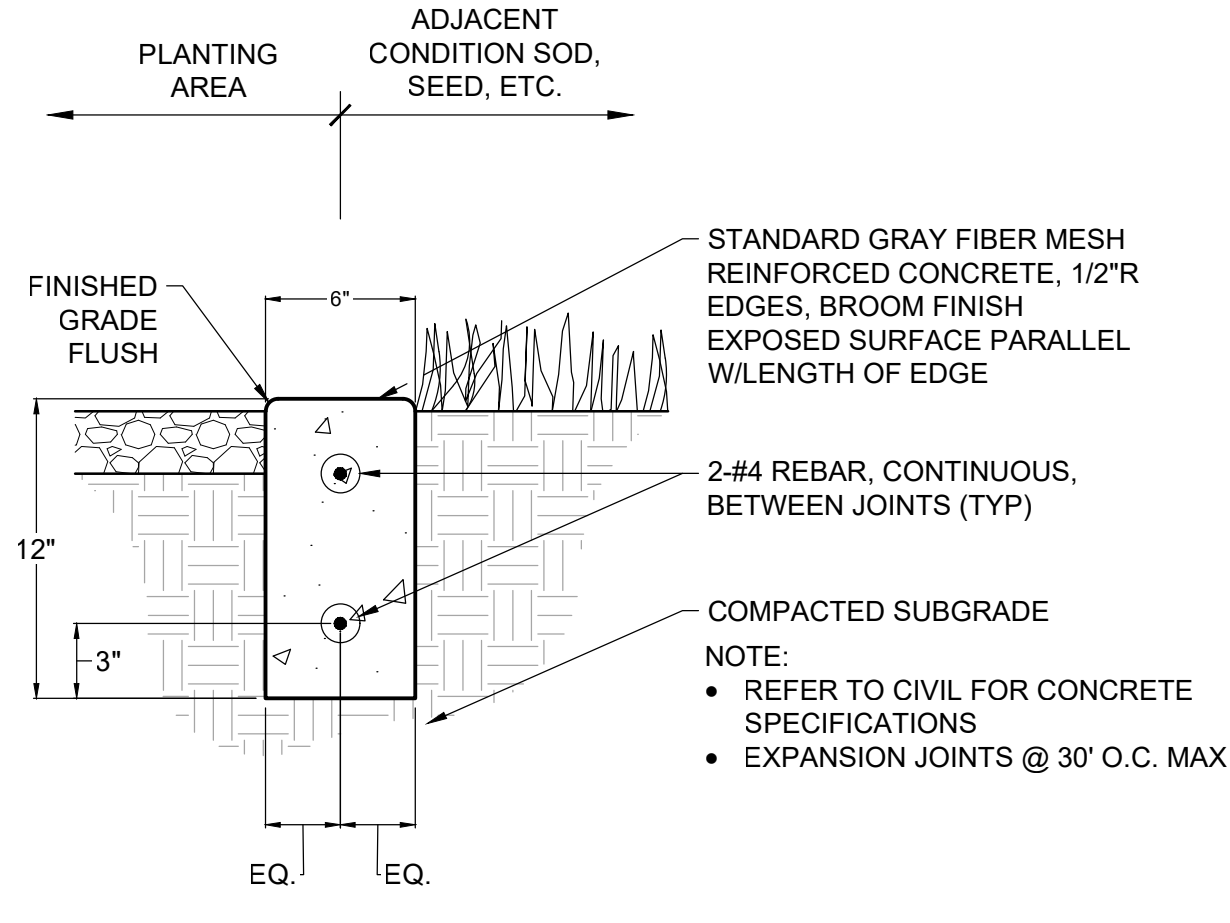
2 LANDSCAPE EDGER

SCALE: 3"=1'-0"



1 CONCRETE EDGER

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

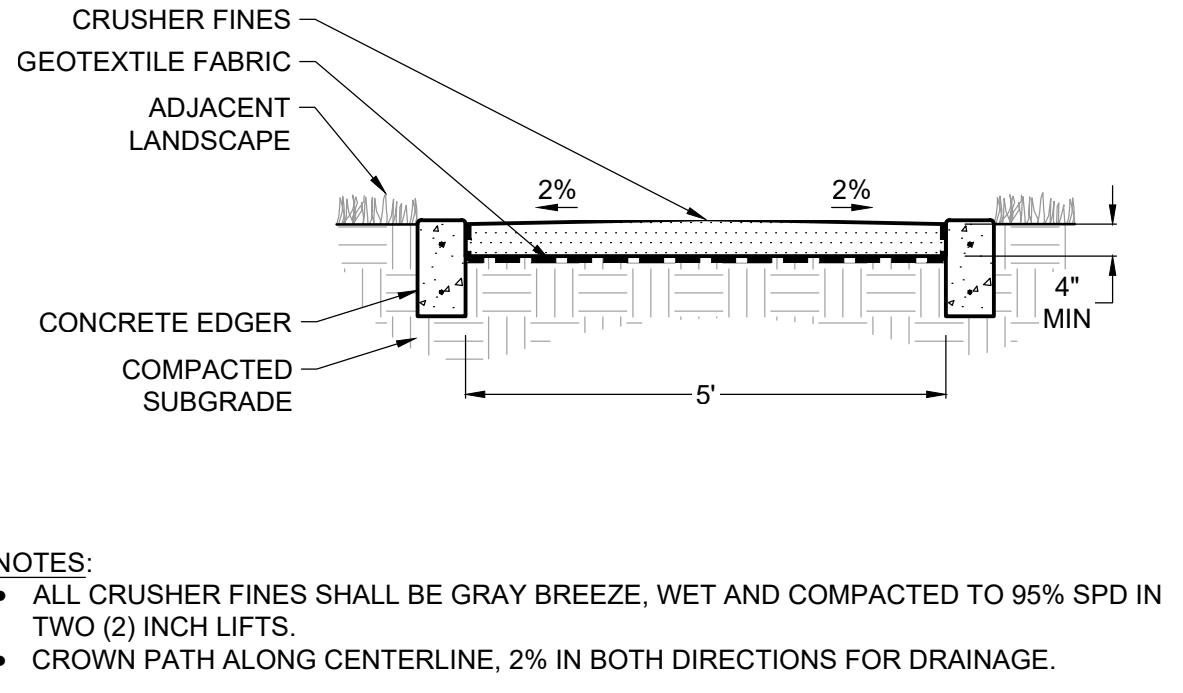


6 TREE PLANTING

SCALE: NTS

5 CRUSHER FINE TRAIL

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



PROJECT NO.	DATE	NO.	NOTES
08001.030	01/10/2024	1	SUPPLEMENTAL LA 2ND CITY REVIEW
	02/14/2025	2	SUPPLEMENTAL LA 3RD CITY REVIEW

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR MIDTOWN AT CLEAR CREEK FILING 13**

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ____, between Midtown LLC, a Colorado limited liability company (“Developer”), having an address of 6465 S. Greenwood Plaza Blvd. #700, Centennial, Colorado 80111, and the Board of County Commissioners of the County of Adams, State of Colorado (“County”), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit “A” attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit “B” attached hereto, and by this reference made a part hereof (the “Improvements”).
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all Improvements for approval by the County. Upon request, the Developer shall furnish one set of reproducible “as built” drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the Improvements.
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within the “construction completion date” appearing on Exhibit “B” (“Completion Date”). The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of Improvements for a period not to exceed 180 days. Any extension greater than 180 days is within the sole discretion of the Board of County Commissioners. All extensions of time must be in writing.
5. **Warranties of Developer.** Developer warrants that the Improvements shall be installed in a good workmanlike manner and in substantial compliance with the plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These

warranties of Developer shall remain in effect until "Final Acceptance" of the Improvements by the County in accordance with section 5-02-05-02 of the Adams County Development Standards and Regulations ("County Regulations").

6. Guarantee of Compliance.

- A. **Public Improvements.** Developer shall furnish to the County, as collateral to guarantee compliance with this Agreement ("Collateral"), a bond in form acceptable to the County and releasable only by the County. The Collateral shall be in the amount of \$1,049,617.00, equal to the cost of the Improvements, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat and the County's Preliminary Acceptance by the Department of Public Works in accordance with Section 5-02-05-01 of the County Regulations, the Collateral shall be released, provided that completion of said Improvements shall be determined solely by the County, and a reasonable part of said collateral, up to twenty percent (20%), may be retained to guarantee maintenance of the Improvements for a period of one year from the date of Preliminary Acceptance.

No construction or building permits shall be issued until (i) the Collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners; and (ii) the final plat has been approved. No certificates of occupancy shall be issued until the Improvements have been completed and granted Preliminary Acceptance by the Department of Public Works; provided, however, that the County shall issue certificates of occupancy for three (3) model homes constructed on Lots _____, of the final plat (the "Model Homes") so long as written approval is provided by the Adams County Fire Protection District.

- B. **Park Improvements.** In addition to the Collateral, Developer shall furnish to the County, as collateral to guarantee completion of those certain park and landscaping improvements described and detailed on Exhibit "C" attached hereto, and by this reference made a part hereof (the "Park Improvements"), a bond in form acceptable to the County and releasable only by the County ("Park Improvements Collateral"). The Park Improvements Collateral shall be in the amount of \$_____, equal to the cost of the Park Improvements, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation.

7. **Acceptance and Maintenance of Public Improvements.** All Improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within 10 days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.

8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit “A” attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property as follows:

A. Improvements.

Public Improvements:

Santa Fe Drive and W. 67th Place, and County of Adams storm sewer within Santa Fe Drive and W. 67th Place right-of-way. See Exhibit “B” for description, estimated quantities and estimated construction costs.

Private Improvements:

Any other Improvements set forth on Exhibit “B” not indicated as “public improvements” above.

The Improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit “B”, subject to extension in accordance with Section 4.

- B. **Public dedication of land for right-of-way purposes or other public purpose.** The Developer shall dedicate to the County the real property shown as “Santa Fe Dr. and W. 67th Pl” on the final plat for the development known as Midtown at Clear Creek Filing No. 13. No other land is required to be conveyed in fee to the County for right-of-way or other purposes in connection with the approval by Board of County Commissioners of this agreement and/or the final plat for the development known as Midtown at Clear Creek Filing No. 13.
10. **Default by Developer.** A default by the Developer shall exist if (a) Developer fails to construct the Improvements in substantial compliance with the plans and the other requirements of this Agreement; (b) Developer fails to complete construction of the Improvements by the Completion Date provided herein as the same may be extended; or (c) subject to Section 7, Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance.
 - A. **Remedies of County.** If the County, after notice, determines that a default by Developer exists, and if Developer fails to cure such default within the time reasonably specified by

the County, the County shall be entitled to (a) make a draw on the Collateral for the amount reasonably determined by the County to be necessary to cure the default in a manner consistent with the approved plans for the Improvements up to the face amount of the Collateral; and (b) sue the Developer for recovery of any amount necessary to cure the default over and above the amount available in the Collateral provided.

- B. County Right to Completion of Subdivision Improvements.** The County shall have the right to complete the Improvements, in substantial accordance with the approved plans therefor, the estimated costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Property by purchase, foreclosure, or otherwise. The County, any contractor under the County, or any such successor developer, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the streets and easements shown on the final plat of the Subdivision and upon any part of the Subdivision owned by Developer for the purpose of completing the Improvements.
- C. Use of Funds by County.** Any funds obtained by the County through Collateral, or recovered by the County from Developer by suit or otherwise, shall be used by the County to pay the costs of completion of the Improvements substantially in accordance with the approved plans therefor and the other requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by Developer, including reasonable attorneys' fees.

[signature page follows]

Developer:

Midtown LLC, a Colorado limited liability
company

Name: _____
By: Sandi Thomas
Title: Senior Vice President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of Midtown Facility LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPROVED BY resolution at the meeting of _____,
20_____.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$_____. No construction or building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

Approved as to form:

Adams County Attorney's Office

EXHIBIT "A"

Legal Description: MIDTOWN AT CLEAR CREEK FILING NO. 13

A PARCEL OF LAND BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2007000079792 THE OFFICIAL RECORDS OF THE ADAMS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4, WHENCE THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4 BEARS NORTH 89°48'22" WEST, A DISTANCE OF 2643.63 FEET WITH ALL BEARINGS HEREON REFERENCED TO SAID LINE;

THENCE ALONG SAID NORTH LINE, NORTH 89°48'22" WEST, A DISTANCE OF 769.03 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°11'38" WEST, A DISTANCE OF 40.00 FEET TO THE NORTHEASTERLY CORNER OF SAID SPECIAL WARRANTY DEED AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED, THE FOLLOWING NINE (9) COURSES:

1. SOUTH 38°21'59" EAST, A DISTANCE OF 194.84 FEET;
2. SOUTH 51°23'53" EAST, A DISTANCE OF 128.80 FEET;
3. SOUTH 15°37'26" WEST, A DISTANCE OF 335.11 FEET;
4. SOUTH 31°14'28" EAST, A DISTANCE OF 73.46 FEET;
5. SOUTH 58°45'32" WEST, A DISTANCE OF 225.78 FEET;
6. SOUTH 54°30'23" WEST, A DISTANCE OF 236.69 FEET;
7. SOUTH 27°17'19" WEST, A DISTANCE OF 306.52 FEET;
8. SOUTH 39°46'32" WEST, A DISTANCE OF 63.23 FEET;
9. SOUTH 89°57'07" WEST, A DISTANCE OF 91.41 FEET TO THE EASTERLY BOUNDARY OF THE PLAT OF MIDTOWN AT CLEAR CREEK – FILING NO. 7, RECORDED AT RECEPTION NO. 2016000009355, IN SAID RECORDS;

THENCE ALONG SAID EASTERLY BOUNDARY, THE FOLLOWING NINE (9) COURSES:

1. NORTH 00°16'34" EAST, A DISTANCE OF 286.85 FEET;
2. NORTH 00°24'51" WEST, A DISTANCE OF 249.02 FEET;
3. NORTH 00°16'34" EAST, A DISTANCE OF 325.54 FEET;
4. SOUTH 89°43'26" EAST, A DISTANCE OF 53.51 FEET;
5. NORTH 00°16'34" EAST, A DISTANCE OF 61.88 FEET;
6. NORTH 89°43'26" WEST, A DISTANCE OF 93.51 FEET;
7. NORTH 00°16'34" EAST, A DISTANCE OF 52.00 FEET;
8. NORTH 89°43'26" WEST, A DISTANCE OF 69.50 FEET;
9. NORTH 00°16'34" EAST, A DISTANCE OF 220.48 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 68TH AVENUE AS DEDICATED ON SAID PLAT OF MIDTOWN AT CLEAR CREEK-FILING NO. 7;

THENCE DEPARTING SAID EASTERLY BOUNDARY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°48'22" EAST, A DISTANCE OF 595.45 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 13.565 ACRES, (590,905 SQUARE FEET), MORE OR LESS.

EXHIBIT “B”

The Improvements shall be complete on or before (2 years from date of approval).

_____	_____
Date	Initials

\\2010\10015 - Midtown\CADD\Exhibits\Public vs Private Improvements\10015.23 Midtown_Public vs Private Exhibit.dwg tab: EXHIBIT E (2) Mar 08, 2024 - 8:19am enunmey



MIDTOWN AT CLEAR CREEK
FILING NO. 13
Case No. PRC2023-00023

EXHIBIT “C”



720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

Midtown Filing 13
Exhibit C - Opinion of Probable Cost
Date: March 7, 2024
JN: 10015.025

Grading	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Clearing & Grubbing	1.34	AC	\$1,000.00	\$1,340
Cut to Fill	2,412	CY	\$3.35	\$8,080
Grading Subtotal				\$9,420
Demolition	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Curb and Gutter	125	LF	\$12.00	\$1,500
Remove 8' Sidewalk	75	LF	\$28.00	\$2,100
Remove Asphalt	206	SY	\$15.00	\$3,090
Remove Bollard	6	EA	\$250.00	\$1,500
Removed Sign	1	EA	\$125.00	\$125
Remove Storm Inlet	1	EA	\$4,000.00	\$4,000
Demolition Subtotal				\$12,315
Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Connect to Existing	5	EA	\$2,500.00	\$12,500
18" RCP (0-8' depth)	72	LF	\$90.00	\$6,480
24" RCP (0-8' depth)	293	LF	\$110.00	\$32,230
4' Dia. Manhole	2	EA	\$5,000.00	\$10,000
5' Dia. Manhole	4	EA	\$6,500.00	\$26,000
5' Type 'R' Inlet	2	EA	\$10,000.00	\$20,000
10' Type 'R' Inlet	1	EA	\$13,000.00	\$13,000
15' Type 'R' Inlet	2	EA	\$15,000.00	\$30,000
Storm Sewer Subtotal				\$150,210



Midtown Filing 13
Exhibit C - Opinion of Probable Cost
Date: March 7, 2024
JN: 10015.025

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Subgrade Prep	6,505	SY	\$3.00	\$19,515
Aggregate Base Course (6" Section)	6,505	SY	\$10.00	\$65,050
Asphalt (6" section)	30,925	SY-IN	\$5.75	\$177,819
Type 2 Curb and Gutter	3,087	LF	\$24.00	\$74,088
Subgrade Prep - Concrete Walk	29,872	SF	\$1.75	\$52,276
5' Concrete Walk	29,872	SF	\$6.50	\$194,168
Handicap Ramp	5	EA	\$2,200.00	\$11,000
Mid-Block Ramp	7	EA	\$2,000.00	\$14,000
Signage	15	EA	\$500.00	\$7,500
8' Concrete Crosspan	1	EA	\$6,000.00	\$6,000
Street Subtotal				\$621,416
Summary Subtotal				\$793,361
Additional 20% Administration				\$158,672.20
5% Inflation per Year				\$47,601.66
5% Inflation per Year Two				\$49,981.74
Total Cost				\$1,049,617



Midtown Filing 13
Exhibit C - Opinion of Probable Cost
Date: March 18, 2024
JN: 10015.025

Open Space and Park Plan	Extension
Hardscape	\$123,762
Softscape	\$86,957
Irrigation	\$210,890
Dog Park	\$45,216
Furnishing and Shelters	\$54,900
Fitness Stations and Games	\$45,100
Grading and Clearing	\$25,136
Subtotal	\$591,961
Summary Subtotal	\$591,961
Additional 20% Administration	\$118,392.20
5% Inflation per Year	\$35,517.66
5% Inflation per Year Two	\$37,293.54
Total Cost	\$783,164

Midtown Filing 13

Exhibit C - Opinion of Probable Cost

Date: February 13, 2025

JN: 10015.025

Grading	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Clearing & Grubbing	1.00	AC	\$1,000.00	\$1,000
Cut to Fill	875	CY	\$3.35	\$2,931
Grading Subtotal				\$3,931

Demolition	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Curb and Gutter	125	LF	\$12.00	\$1,500
Remove 8' Sidewalk	75	LF	\$28.00	\$2,100
Remove Asphalt	206	SY	\$15.00	\$3,090
Remove Bollard	6	EA	\$250.00	\$1,500
Removed Sign	1	EA	\$125.00	\$125
Remove Storm Inlet	1	EA	\$4,000.00	\$4,000
Demolition Subtotal				\$12,315

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Connect to Existing	4	EA	\$2,500.00	\$10,000
18" RCP (0-8' depth)	178	LF	\$90.00	\$16,020
24" RCP (0-8' depth)	462	LF	\$110.00	\$50,820
5' Dia. Manhole	8	EA	\$6,500.00	\$52,000
5' Type 'R' Inlet	2	EA	\$10,000.00	\$20,000
10' Type 'R' Inlet	2	EA	\$13,000.00	\$26,000
15' Type 'R' Inlet	4	EA	\$15,000.00	\$60,000
Storm Sewer Subtotal				\$234,840

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Subgrade Prep	4,010	SY	\$3.00	\$12,030
Aggregate Base Course (6" Section)	24,060	SY	\$10.50	\$252,630
Asphalt (6" section)	19,392	SY-IN	\$6.00	\$116,352
Type 2 Curb and Gutter	1,813	LF	\$24.00	\$43,512
Subgrade Prep - Concrete Walk	9,065	SF	\$1.75	\$15,864

Midtown Filing 13

Exhibit C - Opinion of Probable Cost

Date: February 13, 2025

JN: 10015.025

5' Concrete Walk	9,065	SF	\$6.50	\$58,923
Handicap Ramp	5	EA	\$2,200.00	\$11,000
Mid-Block Ramp	1	EA	\$2,000.00	\$2,000
Signage	7	EA	\$500.00	\$3,500
8' Concrete Crossspan	1	EA	\$6,000.00	\$6,000
Street Subtotal				\$521,811
Summary Subtotal				\$772,897
Additional 20% Administration				\$154,579.40
5% Inflation per Year				\$46,373.82
5% Inflation per Year Two				\$48,692.51
Total Cost				\$1,022,543

Midtown Filing 13

Exhibit C - Opinion of Probable Cost

Date: February 13, 2025

JN: 10015.025

Grading	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Clearing & Grubbing	1.00	AC	\$1,000.00	\$1,000
Cut to Fill	875	CY	\$3.35	\$2,931
Grading Subtotal				\$3,931

Demolition	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Remove Curb and Gutter	125	LF	\$12.00	\$1,500
Remove 8' Sidewalk	75	LF	\$28.00	\$2,100
Remove Asphalt	206	SY	\$15.00	\$3,090
Remove Bollard	6	EA	\$250.00	\$1,500
Removed Sign	1	EA	\$125.00	\$125
Remove Storm Inlet	1	EA	\$4,000.00	\$4,000
Demolition Subtotal				\$12,315

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Connect to Existing	4	EA	\$2,500.00	\$10,000
18" RCP (0-8' depth)	178	LF	\$90.00	\$16,020
24" RCP (0-8' depth)	462	LF	\$110.00	\$50,820
5' Dia. Manhole	8	EA	\$6,500.00	\$52,000
5' Type 'R' Inlet	2	EA	\$10,000.00	\$20,000
10' Type 'R' Inlet	2	EA	\$13,000.00	\$26,000
15' Type 'R' Inlet	4	EA	\$15,000.00	\$60,000
Storm Sewer Subtotal				\$234,840

Street Improvements	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Subgrade Prep	4,010	SY	\$3.00	\$12,030
Aggregate Base Course (6" Section)	24,060	SY	\$10.50	\$252,630
Asphalt (6" section)	19,392	SY-IN	\$6.00	\$116,352
Type 2 Curb and Gutter	1,813	LF	\$24.00	\$43,512
Subgrade Prep - Concrete Walk	9,065	SF	\$1.75	\$15,864

Midtown Filing 13

Exhibit C - Opinion of Probable Cost

Date: February 13, 2025

JN: 10015.025

5' Concrete Walk	9,065	SF	\$6.50	\$58,923
Handicap Ramp	5	EA	\$2,200.00	\$11,000
Mid-Block Ramp	1	EA	\$2,000.00	\$2,000
Signage	7	EA	\$500.00	\$3,500
8' Concrete Crossspan	1	EA	\$6,000.00	\$6,000
Street Subtotal				\$521,811
Summary Subtotal				\$772,897
Additional 20% Administration				\$154,579.40
5% Inflation per Year				\$46,373.82
5% Inflation per Year Two				\$48,692.51
Total Cost				\$1,022,543