

**KARL'S FARM METROPOLITAN DISTRICT
NOS. 1-3**

2020 CONSOLIDATED ANNUAL REPORT

**KARL'S FARM METROPOLITAN DISTRICT NOS. 1-3
2020 CONSOLIDATED ANNUAL REPORT
TO
THE CITY OF NORTHGLENN**

Pursuant to the Service Plan for Karl's Farm Metropolitan District Nos. 1-3 (the "**Districts**") dated April 8, 2019, the Districts are required to provide an annual report to the City of Northglenn (the "**City**") with regard to the following matters:

For the year ending December 31, 2020, the Districts make the following report:

1. Boundary changes made or proposed to the Districts' boundaries as of December 31 of the prior year:

The Orders for Exclusion of Property as Recorded with the Adams County Clerk and Recorded are attached hereto as **Exhibit A**.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed, as of December 31 of the prior year:

The following agreements are attached hereto as **Exhibit B**:

- a. Development Agreement between the City of Northglenn, KF Developers, Inc and Karl's Farm Metropolitan District No. 2 for Karls Farm filing No. 1, Amd No. 1 final plat public infrastructure improvements.
- b. Subdivision Improvement Agreement for Karl's Farm Filing No. 1
- c. Agreement between the City of Northglenn and Karl's Farm Metropolitan District No. 2 regarding the design and constructions of improvements to 120th Avenue.

3. Copies of the Districts' rules and regulations, if any, as of December 31 of the prior year:

As of December 31, 2020, the Districts had not yet adopted rules and regulations.

4. A summary of any litigation which involves the Districts' Public Improvements as of December 31 of the prior year:

To our actual knowledge, based on review of the court records in Adams County, Colorado and the Public Access to Court Electronic Records (PACER), there is no litigation involving the Districts' Public Improvements as of December 31, 2020.

5. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year:

As of December 31, 2020 none of the public improvements were completed.

6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31 of the prior year:

As of December 31, 2020, no public improvements were dedicated and accepted by the City.

7. The assessed valuation of the Districts for the current year:

The Districts' received certifications of valuation from the Adams County Assessor that reports the 2020 assessed valuations for District No. 1 of \$162,150, for District No. 2 of \$187,650 and for District No. 3 of \$360,120.

8. Current year budget:

The Districts' 2021 budgets are attached hereto as **Exhibit C**.

9. Audit of the Districts' financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemptions, if applicable:

The 2020 Applications for Exemption from Audit are attached hereto as **Exhibit B**.

10. Notice of any uncured events of default by the Districts, which continue beyond a ninety (90) day period, under any Debt instrument:

There are no uncured events of default by the Districts, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the Districts to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period:

None.

EXHIBIT A

Orders for Exclusion of Property

CERTIFIED
DO NOT REMOVE
REMOVAL VOIDS CERTIFICATE

DISTRICT COURT, ADAMS COUNTY, COLORADO	
Court Address: 1100 Judicial Center Drive, Brighton, CO, 80601	DATE FILED: January 15, 2020 3:25 PM
In the Matter of: KARLS FARM METROPOLITAN DISTRICT	
	△ COURT USE ONLY △
	Case Number: 2019CV31507 Division: W Courtroom:
Order: Order for Exclusion of Property (Lots 1 & 2 and Outlots 1, 2 & 3)	

The motion/proposed order attached hereto: SO ORDERED.

Issue Date: 1/15/2020



SHARON D HOLBROOK
District Court Judge

Combined Court, Adams County, CO
CERTIFIED to be a full, true & correct
copy of the original in my custody

MAR 09 2020

DATED

BY

Deputy



DISTRICT COURT, ADAMS COUNTY, COLORADO 1100 Judicial Center Drive Brighton, CO 80601 (303) 659-1161		▲ COURT USE ONLY ▲ Case Number: 2019CV31507 Div.: W Ctrm.: []
Petitioner: KARL'S FARM METROPOLITAN DISTRICT NO. 1		
By the Court:		
ORDER FOR EXCLUSION (Lots 1 & 2 and Outlots 1, 2 & 3)		

THIS MATTER comes before the Court pursuant to § 32-1-501(1), C.R.S., on Motion for an Order for Exclusion of property from the boundaries of the Karl's Farm Metropolitan District No. 1, City of Northglenn, Adams County, Colorado (the "**District**"). This Court, being fully advised in the premises, and there being no objection filed by any person, hereby ORDERS:

1. That the real property set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Property**"), shall be and is hereby excluded from the boundaries of the District.

2. Pursuant to § 32-1-503(1), C.R.S., the Property shall remain obligated for its proportionate share of the principal and interest on the outstanding bonded indebtedness of the District existing immediately prior to the effective date of this Order. As of the date of this Order, there is no outstanding bonded indebtedness of the District for which the Property will be liable.

3. In accordance with § 32-1-503(1), C.R.S., the Property shall not become obligated for any property tax levied by the District for operating costs of the District nor for any bonded indebtedness issued after the date of this Order.

4. The District shall file this order in accordance with the provisions of § 32-1-105, C.R.S.

DONE AND EFFECTIVE THIS ____ day of _____ 2020.

BY THE COURT:

District Court Judge

Attachment to Order - 2019CV31507

EXHIBIT A

(Legal Description)

Lots 1 & 2, Block 1 and Outlots 1, 2 & 3, Karl's Farm Filing No. 1 Conveyance Plat Only, City
of Northglenn, County of Adams

Attachment to Order - 2019CV31507

CERT.
DO NOT REMOVE
REMOVAL VOIDS CERTIFICATION

DISTRICT COURT, ADAMS COUNTY, COLORADO	
Court Address: 1100 Judicial Center Drive, Brighton, CO, 80601	DATE FILED: January 15, 2020 3:25 PM
In the Matter of: KARLS FARM METROPOLITAN DISTRICT	
	△ COURT USE ONLY △
	Case Number: 2019CV31507 Division: W Courtroom:
Order: Order for Exclusion of Property (Lots 2 and Outlots 1, 2)	

The motion/proposed order attached hereto: SO ORDERED.

Issue Date: 1/15/2020



SHARON D HOLBROOK
District Court Judge

Combined Court, Adams County, CO
CERTIFIED to be a full, true & correct
copy of the original in my custody

MAR 09 2020

DATED

BY


Deputy

ORDER FOR EXCLUSION
(Lot 2 and Outlots 1 & 2)

1. That the real property set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Property**"), shall be and is hereby excluded from the boundaries of the District.

2. Pursuant to § 32-1-503(1), C.R.S., the Property shall remain obligated for its proportionate share of the principal and interest on the outstanding bonded indebtedness of the District existing immediately prior to the effective date of this Order. As of the date of this Order, there is no outstanding bonded indebtedness of the District for which the Property will be liable.

3. In accordance with § 32-1-503(1), C.R.S., the Property shall not become obligated for any property tax levied by the District for operating costs of the District nor for any bonded indebtedness issued after the date of this Order.

4. The District shall file this order in accordance with the provisions of § 32-1-105, C.R.S.

DONE AND EFFECTIVE THIS ____ day of _____ 2020.

BY THE COURT:

District Court Judge

Attachment to Order - 2019CV31507

EXHIBIT A

(Legal Description)

Lot 2, Block 1 and Outlots 1 & 2, Karl's Farm Filing No. 1 Conveyance Plat Only, City of Northglenn, County of Adams

Attachment to Order - 2019CV31507

CE-
*DO NOT REMOVE
REMOVAL VOIDS CERTIFICATE

DISTRICT COURT, ADAMS COUNTY, COLORADO	
Court Address: 1100 Judicial Center Drive, Brighton, CO, 80601	DATE FILED: January 15, 2020 3:25 PM
In the Matter of: KARLS FARM METROPOLITAN DISTRICT	
	△ COURT USE ONLY △
	Case Number: 2019CV31507 Division: W Courtroom:
Order: Proposed Order for Exclusion of Property (Lot 1 and Outlot 3)	

The motion/proposed order attached hereto: SO ORDERED.

Issue Date: 1/15/2020



SHARON D HOLBROOK
District Court Judge

Combined Court, Adams County, CO
CERTIFIED to be a full, true & correct
copy of the original in my custody

MAR 09 2020

DATED

BY


Deputy

DISTRICT COURT, ADAMS COUNTY, COLORADO 1100 Judicial Center Drive Brighton, CO 80601 (303) 659-1161	▲ COURT USE ONLY ▲ Case Number: 2019CV31507 Div.: W Ctrm.: [____]
Petitioner: KARL'S FARM METROPOLITAN DISTRICT NO. 3	
By the Court:	
ORDER FOR EXCLUSION (Lot 1 and Outlot 3)	

THIS MATTER comes before the Court pursuant to § 32-1-501(1), C.R.S., on Motion for an Order for Exclusion of property from the boundaries of the Karl's Farm Metropolitan District No. 3, City of Northglenn, Adams County, Colorado (the "**District**"). This Court, being fully advised in the premises, and there being no objection filed by any person, hereby ORDERS:

1. That the real property set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Property**"), shall be and is hereby excluded from the boundaries of the District.

2. Pursuant to § 32-1-503(1), C.R.S., the Property shall remain obligated for its proportionate share of the principal and interest on the outstanding bonded indebtedness of the District existing immediately prior to the effective date of this Order. As of the date of this Order, there is no outstanding bonded indebtedness of the District for which the Property will be liable.

3. In accordance with § 32-1-503(1), C.R.S., the Property shall not become obligated for any property tax levied by the District for operating costs of the District nor for any bonded indebtedness issued after the date of this Order.

4. The District shall file this order in accordance with the provisions of § 32-1-105, C.R.S.

DONE AND EFFECTIVE THIS ____ day of _____ 2020.

BY THE COURT:

District Court Judge

Attachment to Order - 2019CV31507

EXHIBIT A

(Legal Description)

Lot 1, Block 1 and Outlot 3, Karl's Farm Filing No. 1 Conveyance Plat Only, City of Northglenn,
County of Adams

Attachment to Order - 2019CV31507

EXHIBIT B

Intergovernmental Agreements

**CITY OF NORTHGLENN
DEVELOPMENT AGREEMENT – FINAL PLAT
FOR KARL’S FARM FILING NO. 1, AMD NO. 1 FINAL PLAT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into and made by and between KF Developers, Inc., a Colorado corporation ("Owner/Developer"), Karl's Farm Metropolitan District No. 2 a quasi-municipal corporation and political subdivision of the State of Colorado ("District") and the **CITY OF NORTHGLENN, COLORADO**, a Colorado home rule municipal corporation whose address is 11701 Community Center Dr, Northglenn, Colorado, hereinafter referred to as the "City" or "Northglenn." The Owner/Developer, the District, and the City shall collectively be referred to as the "Parties." This Agreement shall be effective following execution by the Owners/Developer, the District and immediately upon the date of the authorized execution of this Agreement by the City.

RECITALS AND REPRESENTATIONS:

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

See Exhibit A

hereinafter referred to as the "Property;"

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

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

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

WHEREAS, on, the City Council of the City of Northglenn, after holding all necessary public hearings and having received a recommendation of approval from the Planning Commission on January 21, 2020, approved the final plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein; and

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

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

AGREEMENT

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

- 5.0 UNDERGROUNDING OF ALL UTILITIES. The Owner/Developer shall underground all electric, gas, cable and telephone lines (collectively, "utilities") within the boundaries of the Final Plat or which are required to be relocated pursuant to this Agreement or as a condition of approval of the Final Plat. All utilities providing public services to the Project shall be located within dedicated and platted public utility easements or public street rights-of-way which shall be approved and subject to acceptance by the City.
- 6.0 SUBDIVISION MONUMENTATION. In accordance with the applicable provisions of the Colorado Revised Statutes, as amended, and the Northglenn City Municipal Code, as amended, the District shall establish all subdivision monumentation and have the monumentation approved by the City prior to issuance of any certificate of occupancy within the Project.
- 7.0 STREET MAINTENANCE. The District shall take all reasonable steps necessary to limit and prevent the accumulation of, and to remove accumulated mud, sediment, dirt, trash, and other debris that is "tracked," blown, or otherwise carried onto public property and public rights-of-way during development of the Project. the District also shall take all reasonable steps necessary to prevent its construction activities from damaging adjacent properties, including public rights-of-way and other public property. If any adjacent property or public right-of-way is damaged or destroyed during the construction of the Public Improvements as defined herein, the District shall, at its sole cost, promptly repair or replace the same to a condition similar or equal to that existing before such damage.
- 8.0 DRAINAGE, RETENTION, AND DETENTION FACILITIES. The District shall construct all drainage, retention, and detention in accordance with the Construction Plans approved by the City Engineer.
- 8.1 The District shall be responsible for all onsite drainage retention and detention as prescribed in Articles 13 & 17 of Chapter 16 of the City of Northglenn Municipal Code as amended.
- 8.2 PUBLIC PROPERTY DEDICATION/TITLE POLICY. A title commitment for any Property being dedicated to the City or upon which Public Improvements are being constructed shall be provided to the City. The title commitment shall show that all property is or shall be, subsequent to the execution and recording of the Final Plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable) which would make the dedications unacceptable as the City in its sole discretion determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the Final Plat.
- 8.3 By execution of the Final Plat, the Owner/Developer has offered for dedication to the City at no cost and the City has accepted such dedication

of certain real property interests, as depicted on the Final Plat. No building permit or certificate of occupancy shall be issued unless and until the above requirement is satisfied.

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

See Exhibit C – Public Improvements Description

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

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

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

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

and

- 10.2 Construction cost estimates, as shown in **Exhibit D** for all costs and expenses associated with the construction and completion of all Public Improvements to be constructed by the District in accordance with this

Agreement. Such cost estimate shall bear the stamp and a certification of accuracy of a Colorado-licensed engineer with experience in construction cost estimating. The City may, in its discretion and at the City's cost and expense, submit the Public Improvement Plans and the District's cost estimate to a City-retained engineer for review and an opinion of the construction cost estimate. Reasonable revisions and modifications to the District's construction cost estimate requested by the City or the City-retained engineer shall be implemented by the District prior to final acceptance of the estimate by the City. Where the City's cost estimate exceeds the District's estimate, at the request of the District, the City and the District shall meet and confer in an effort to resolve the discrepancy and agree on the appropriate amount of security required. In the event the parties cannot agree, however, the City's estimate shall govern and control the amount of any required letter of credit or other surety required from the District for the Public Improvements.

11.0 REQUIRED SECURITY FOR PUBLIC IMPROVEMENTS.

- 11.1 In order to secure the construction and installation of the Public Improvements the Owner/Developer shall, prior to recording the final plat in the real estate records of Adams County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, at the District's expense, cause the District to furnish the City with the performance guarantee described herein. The performance guarantee provided by the District shall be cash or an irrevocable letter of credit in which the City is designated as beneficiary, or an escrow agreement which allows the City to access funds without additional procedures, in priority, that functions similarly to either cash or an irrevocable letter of credit, in an amount equal to construction cost estimate described in Section 10.2 of this Agreement, in order to secure the performance and completion of the Public Improvements. The District agrees that approval of the final plat of the City is contingent upon the District's provision of the performance guarantee described herein within ninety (90) days of the execution of this agreement in the amount and form provided herein. Failure of the District to provide cash, an escrow agreement which allows the City to access funds without additional procedures, in priority that functions similarly to either cash or an irrevocable letter of credit, or an irrevocable letter of credit to the City in the manner provided herein shall negate the City's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in Exhibit E, attached hereto and incorporated herein, and shall be subject to the review and approval of the City Attorney. The District shall not start the construction of any public or private improvement on the Property including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the City has received the cash, an escrow agreement which allows the City to access funds without

additional procedures, in priority, that functions similarly to either cash or an irrevocable letter of credit, or received and approved the irrevocable letter of credit.

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

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

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

12.0 COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.

12.1 The District shall complete construction of the Public Improvements within two (2) Years of the date on which the District provides the performance guarantee to the City for the construction of the Public Improvements in accordance with the terms of this Agreement. Upon completion of construction of the Public Improvements and the District's written request for probationary acceptance of such Improvements ("Construction Acceptance"), the District shall:

1. File with the City an original or sepia reproducible copy of the as-built construction plans of such Public Improvement(s), stamped and certified by the Engineer of Record who shall also be a Colorado registered professional engineer; and
2. Submit to the City a sworn affidavit and documentary evidence that there exists no lien or encumbrance upon or against the Public Improvements resulting from unpaid amounts owing to contractors, subcontractors, material persons, or other persons involved or engaged in the construction or installation of the Public Improvements. The District shall promptly modify, alter, and repair at its own cost and expense any improvements not constructed in accordance with the Construction Plans so that the improvements conform to the Construction Plans. The Public Improvements shall become the property of the City (and the City's maintenance responsibility) upon Construction Acceptance of the Public Improvements by the City.

12.2 The City shall issue to the District a certificate of Construction Acceptance granting probationary acceptance of the Public Improvements and setting the terms of the warranty period. The probation and warranty period ("Warranty Period") shall terminate two (2) years from the date of Construction Acceptance.

12.3 At the end of the Warranty Period, the City shall reinspect the Public Improvements and require correction of all defects and failures of the Public Improvements prior to the issuance of final acceptance of the Public Improvements and release of any remaining Security ("Final Acceptance").

13.0 WARRANTY OF PUBLIC IMPROVEMENTS. The District hereby represents that the Public Improvements shall be designed to reasonably achieve the purposes intended for the Public Improvements and hereby warrants the design, quality of materials, quality of construction, and quality of workmanship of all such City-accepted Public Improvement(s) for a period of two (2) years from the date of the City's Construction Acceptance of the Public Improvements.

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

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

- 20.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the District, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the City and the District that any person other than the City or the District and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 21.0 GOVERNING LAW, VENUE, AND ENFORCEMENT. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Adams County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance. In addition to any other available remedies, it is understood and agreed that the City may withhold any permits or certificates requested by the District, including but not limited to building permits and certificates of occupancy for any lot within the Project in the event of a breach of this Agreement by the District.
- 22.0 AGREEMENT AND RELEASE. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the District without the express written consent of the City of Northglenn. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the City Council. No assignment shall release the District from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the District, the City may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the District to provide to the City written evidence of financial or other ability or capability to meet the particular duty, obligation, or responsibility being assumed by the party.
- 23.0 VESTED RIGHTS AND SUBSEQUENT LEGISLATIVE ENACTMENT. The Parties acknowledge and understand that the City has approved a "Vested Rights Development Agreement" which provides that the Preliminary PUD, approved by the City on April 8, 2020 and recorded in the Adams County Clerk's office on July 16, 2020, constitutes a site specific development plan which establishes a vested right according to the terms of the Vested Rights Development Agreement, and in conformance with Section 13, Article 3 of Chapter 11 of the Northglenn City Municipal Code and C.R.S. § 24-68-101 et seq. Nothing in this Agreement shall limit, prevent, or preclude the later adoption by the City Council of a legislative enactment which is general in nature and which may be applicable to the Project as well as other similarly situated property; subject, however, to rights that accrue

to the Owner/Developer by virtue of the vesting of property rights acquired in accordance with the Vested Rights Development Agreement, the Final Plat, and common law

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

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

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

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

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

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

- 26.0 INVALID PROVISION; SEVERABILITY. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this agreement is capable of two constructions, one

of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

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

DATED THIS 24th DAY OF February, 2020.

CITY OF NORTHGLENN, a Colorado home rule municipal corporation

ATTEST:

By: [Signature]
Johanna Small, CMC, City Clerk

By: [Signature]
Meredith Leighty, Mayor

OWNER/DEVELOPER

By: [Signature]

Print Name: Daniel Frank

Title: Director

STATE OF COLORADO)
COUNTY OF DENVER) ss.

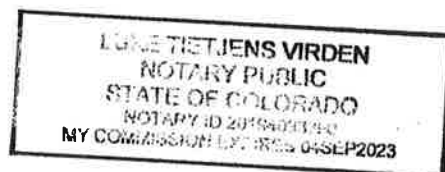
Acknowledged before me on 23 JAN, 2020, by DANIEL FRANK, as DIRECTOR for the DEVELOPER.

Witness my hand and official seal.

My commission expires: 04SEP2023

[Signature]
Notary Public

[S E A L]



THE DISTRICT

By: [Signature]

Print Name: Daniel Frank

Title: VP

STATE OF COLORADO)
COUNTY OF DENVER) ss.

Acknowledged before me on 23 JAN, 2020, by DANIEL FRANK, as
VP for the DISTRICT.

Witness my hand and official seal.

My commission expires: 04 SEP 2023

[Signature]
Notary Public

[S E A L]

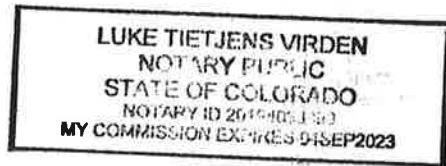


EXHIBIT A
DESCRIPTION OF PROPERTY

Exhibit A

Description of Property

A. Site Location

Karl's Farm is located in northeast Northglenn and borders the City of Northglenn and the City of Thornton. The site is bounded by East 120th Avenue on the south, Race Street to the east, Eastlake Reservoir #1 on the north, and to the west by Irma Drive. Immediately adjacent to the site are existing residential developments to the east, west, and south. The project is located within the west half of the southeast quarter of Section 35, Township 1 South, Range 68 West of the 6th Principal Meridian.

B. Description of Property

Karl's Farm is a former local dairy farm approximately 63.8 acres in size. It is primarily undeveloped farmland comprised of natural grasses. The northeast corner of the site contains the existing dairy and a residence. In the southwest, there are additional existing residences as well as a commercial property and chapel. The proposed site consists of 25.6 acres of single family residential development, 14.9 acres of mixed-use residential development, 8.3 acres of commercial development, 3.4 acres of open space and park development, and 11.6 acres of right-of-way (ROW). The site can be accessed via Race Street to the east and Irma Drive to the west; both streets will be extended north to the property line for future through connections north of Eastlake Reservoir #1.

**EXHIBIT B
FINAL PLAT**

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,

SHEET 1 OF 13

ALL OF KARL'S FARM FILING NO. 1, RECORDED AT RECEPTION NO. 2019000055836 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

OWNERSHIP AND DEDICATION

[illegible]

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE OWNERS, MORTGAGEES OR LAND HOLDERS OF THE LAND DESCRIBED ABOVE, HAVE CAUSED THE LAND TO BE Laid OUT AND PLATTED UNDER THE NAME OF KARL'S FARM EATING MOL. NO. 1 FINAL PLAT AND DO HEREBY DEEDED AND GRANT TO THE PUBLIC FOREVER AND IN FEE SIMPLE THE ROADS AS SHOWN HEREON, TOGETHER WITH THE ADJACENT UNIMPROVED LANDS, TOGETHER WITH ANY RIGHTS OF WAY, EASEMENTS, CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS EXCEPT TO THE EXTENT EXPRESSLY STATED IN ANY CITY-APPROVED AND PUBLISHED SUBDIVISION IMPROVEMENT AGREEMENT, DEEDED SHALL BE FINAL UPON ADOPTION BY THE CITY COUNCIL ACCEPTING THE PROPERTY THEREON BY THIS PLAT, EXCEPT FOR THE PURPOSES OF PUBLIC USE OF PROPERTY DEREGATED BY THIS PLAT.

THE DAY OF . 20

KARL'S FARM NORTHGLENN LLC, A COLORADO LIMITED LIABILITY COMPANY

A5:

NOTARIAL CERTIFICATE

STATE OF

100

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

4

NORTHGLENN LLC

2000

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SEE SHEET 2 & 3 FOR SIGNATURE BLOCKS



VICINITY MAP
SCALE 1" = 2000'

1. STREET MAINTENANCE, IT IS MUTUALLY AGREED BY THE SUBDIVIDER AND THE CITY THAT THE DEDICATED PUBLIC WAYS, INCLUDING STREETS, SHOWN ON THIS PLAN, WILL NOT BE ACCEPTED FINALLY FOR MAINTENANCE BY THE CITY UNTIL, AND UNLESS THE SUBDIVIDER CONSTRUCTS THE NECESSARY IMPROVEMENTS TO THE SUBDIVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS EFFECTIVE WITH THE DATE OF RECORDING THIS PLAN AND APPROVAL OF THE CITY HAS ISSUED TO THAT EFFECT.
2. DRAINAGE MAINTENANCE, THE OWNER, ITS LEGAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS IN INTEREST AND ASSIGNS SHALL BE JOINTLY AND SEVERALLY LIABLE AND RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY AND OPERATIONAL FUNCTIONS OF ALL DRAINAGE FACILITIES LOCATED ON THE PROPERTY SHOWN HEREIN UNLESS OTHERWISE SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO, PRIVATE DRAINAGE FACILITIES LOCATED ON THE PROPERTY SHOWN HEREIN. THE CITY SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE, REPAIRS, OR REMOVAL OF ANY POST-CONSTRUCTION REQUIREMENT OF PERMANENT BMPs AS AVOIDED SECTION 16-17-1-15.
3. VEHICULAR ACCESS CONTROL, VEHICULAR ACCESS TO PUBLIC STREETS IN THIS SUBDIVISION SHALL BE SOLELY BY WAY OF DRIVEWAYS, DRIVES, AND LANES SPECIFICALLY APPROVED BY THE CITY OF NORTHLAND.

SHEET 1 LEGAL DESCRIPTION, GENERAL AND STANDARD NOTES,

SHEET 2-3 OWNERSHIP SIGNATURES

SHEET 4 GENERAL NOTES AND TRACT/DRIVE/ALLEY SUMMARY TABLE

SHEETS 6-11 LOT DETAILS

SHEET 12 DETAILS A & B

SHEET 13 LINE AND CURVE TABLES

SEE SHEET 4 FOR GENERAL NOTES

I, SHAUN D. LEE, DO HEREBY CERTIFY THAT THE SURVEY OF THE BOUNDARY OF KARL'S EARLY FARM PLAT NO. 1 AND NO. 2 FINAL PLAT WAS MADE UNDER MY SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY REPRESENTS SAID SURVEY. I ALSO CERTIFY THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO PERTAINING TO MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND.

SHAUN D LEE, PLS NO 38158
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

NOTICE: ACCORDING TO CALIFORNIA LAW, YOU MAY COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT SHALL THE PERIOD OF TIME FOR COMMENCEMENT OF SUCH ACTION BE LONGER THAN TEN YEARS FROM THE DATE OF COMPLETION OF THIS SURVEY.

NOTICE: THE STATE OF CALIFORNIA HAS A POLICY TO ENCOURAGE THE PROFESSIONAL ARCHITECTS, ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "WARRANTY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE. EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME IN ACCORDANCE WITH THE STANDARD OF PRACTICE AND WITH APPLICABLE STANDARDS OF PRACTICE AND BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF.

THIS MINOR SUBDIVISION HAS BEEN APPROVED BY THE DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT OF THE CITY OF NORTHGLENN, COLORADO ON THE

DAY OF _____, 20____

PLANNING AND DEVELOPMENT, DIRECTOR

THIS MINOR SUBDIVISION HAS BEEN APPROVED BY THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND UTILITIES OF THE CITY OF NORTHGLENN, COLORADO ON THE

DAY OF 20

PUBLIC WORKS AND UTILITIES DIRECTOR

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

SIGNED THIS DAY OF 20

24

ATTEST.


9

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF
ADAMS COUNTY AT _____ M. ON THE _____ DAY OF _____ 20____

RECEPTION NO.

ADAMS COUNTY CLERK AND RECORDER

BY:

 AZTEC CONSULTANTS, INC.	300 East Alhambra Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1068 Fax: (303) 713-1977 www.aztecconsultants.com		09-03
	DATE OF PREPARATION:	SCALE:	N/A
SHEET 1 OF		Drawn By: RBA	

AZTEC Proj. No.: ZN05-44

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT
AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 13

OWNER:

HINKHOUSE FAMILY LIMITED PARTNERSHIP NUMBER ONE LLP, A COLORADO LIMITED
LIABILITY LIMITED PARTNERSHIP

KAREN SWAITHES

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ SS.
COUNTY OF _____

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

SHAREN POOZIMEK

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ SS.
COUNTY OF _____

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

PAMELA DRAKE

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ SS.
COUNTY OF _____

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

DEANNA DURLAND

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ SS.
COUNTY OF _____

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

OWNER:

KARL'S DAIRY COUNTRY STORE, LLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP
KAREN SWAITHES

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ SS.
COUNTY OF _____

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

SHAREN POOZIMEK

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ SS.
COUNTY OF _____

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

PAMELA DRAKE

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ SS.
COUNTY OF _____

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

DEANNA DURLAND

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ SS.
COUNTY OF _____

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

AZTEC
CONSULTANTS, INC.
200 East Main St., Suite 1
Littleton, Colorado, 80120
Phone: (303) 713-1998
Fax: (303) 713-1999
www.aztecinc.com
Aztec Proj. No.: 2419-44
Drawn By: RBA

DATE OF PREPARATION	09-03-1
SCALE	N/A
SHEET 2 OF 13	

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT
AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 13

OWNER: _____
KAREN SWATHES
BY: _____
AS: _____
NOTARIAL CERTIFICATE
STATE OF _____ } SS.
COUNTY OF _____ }
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____
NOTARY I.D. NUMBER _____

OWNER: _____
SHAREN POZIMEK
BY: _____
AS: _____
NOTARIAL CERTIFICATE
STATE OF _____ } SS.
COUNTY OF _____ }
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____
NOTARY I.D. NUMBER _____

OWNER: _____
PAMELA DRAKE
BY: _____
AS: _____
NOTARIAL CERTIFICATE
STATE OF _____ } SS.
COUNTY OF _____ }
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____
NOTARY I.D. NUMBER _____

OWNER: _____
DEANNA DURLAND
BY: _____
AS: _____
NOTARIAL CERTIFICATE
STATE OF _____ } SS.
COUNTY OF _____ }
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____
NOTARY I.D. NUMBER _____

OWNER: _____
LLOYD B. SWATHES
BY: _____
AS: _____
NOTARIAL CERTIFICATE
STATE OF _____ } SS.
COUNTY OF _____ }
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____
NOTARY I.D. NUMBER _____

OWNER: _____
KF DEVELOPERS INC., A COLORADO CORPORATION
BY: _____
AS: _____
NOTARIAL CERTIFICATE
STATE OF _____ } SS.
COUNTY OF _____ }
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20____, BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____
NOTARY I.D. NUMBER _____

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

AZTEC
CONSULTANTS, INC.
200 East Mineral Ave., Suite 1
Littleton, Colorado 80120
Phone (303) 734-1000
www.aztecconsultants.com
AZtec Proj. No. 2349-44
Drawn By: BGA

DATE OF PREPARATION	09-03-20
SCALE	N/A
SHEET	3 OF 13

GENERAL NOTES

PRIVATE DRIVE						MAINTAINED BY	
DRIVE	AREA (SQ.FT)	AREA (AC ±)	OWNED BY	USE			
FARVIEW DRIVE	33,666	0.773	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY		HOA	
FESTIVAL DRIVE	8,654	0.199	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY		HOA	
HAYLOFT DRIVE	11,732	0.269	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY		HOA	
ZELDA DRIVE	5,907	0.133	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY		HOA	
KARL'S DRIVE	19,586	0.450	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY		HOA	
SUBTOTAL	79,446	1.824					
PRIVATE ALLEY							
LANE	AREA (SQ.FT)	AREA (AC ±)	OWNED BY	USE		MAINTAINED BY	
FESTIVAL LANE	19,607	0.450	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY		HOA	
DAIRY LANE	19,607	0.450	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY		HOA	
ZEKE LANE	5,700	0.131	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY		HOA	
CREAMERY LANE	19,607	0.450	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY		HOA	
HAYLOFT LANE	20,958	0.481	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY		HOA	
FARVIEW LANE	4,855	0.111	METRO DISTRICT	ACCESS		HOA	
SUBTOTAL	90,335	2.073					

 AZTEC CONSULTANTS, INC.	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Tel: (303) 733-0000 Fax: (303) 733-0077 www.aztecinc.com		DATE OF PREPARATION:	09-03-2001
			SCALE:	N/A
		SHEET 4 OF 4		

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,

SHEET 5 OF 13



- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

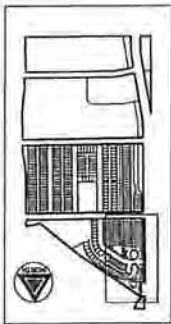


100 East Mineral Ave., Suite
1, Littleton, Colorado 80122
Phone: (303) 713-1000

SHEET 4 OF 13

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO



KEY MAP
N.T.S.

LEGEND

- UE = UTILITY EASEMENT
- WE = WATER EASEMENT
- X.E. = XCEL EASEMENT
- G.E. = GAS EASEMENT

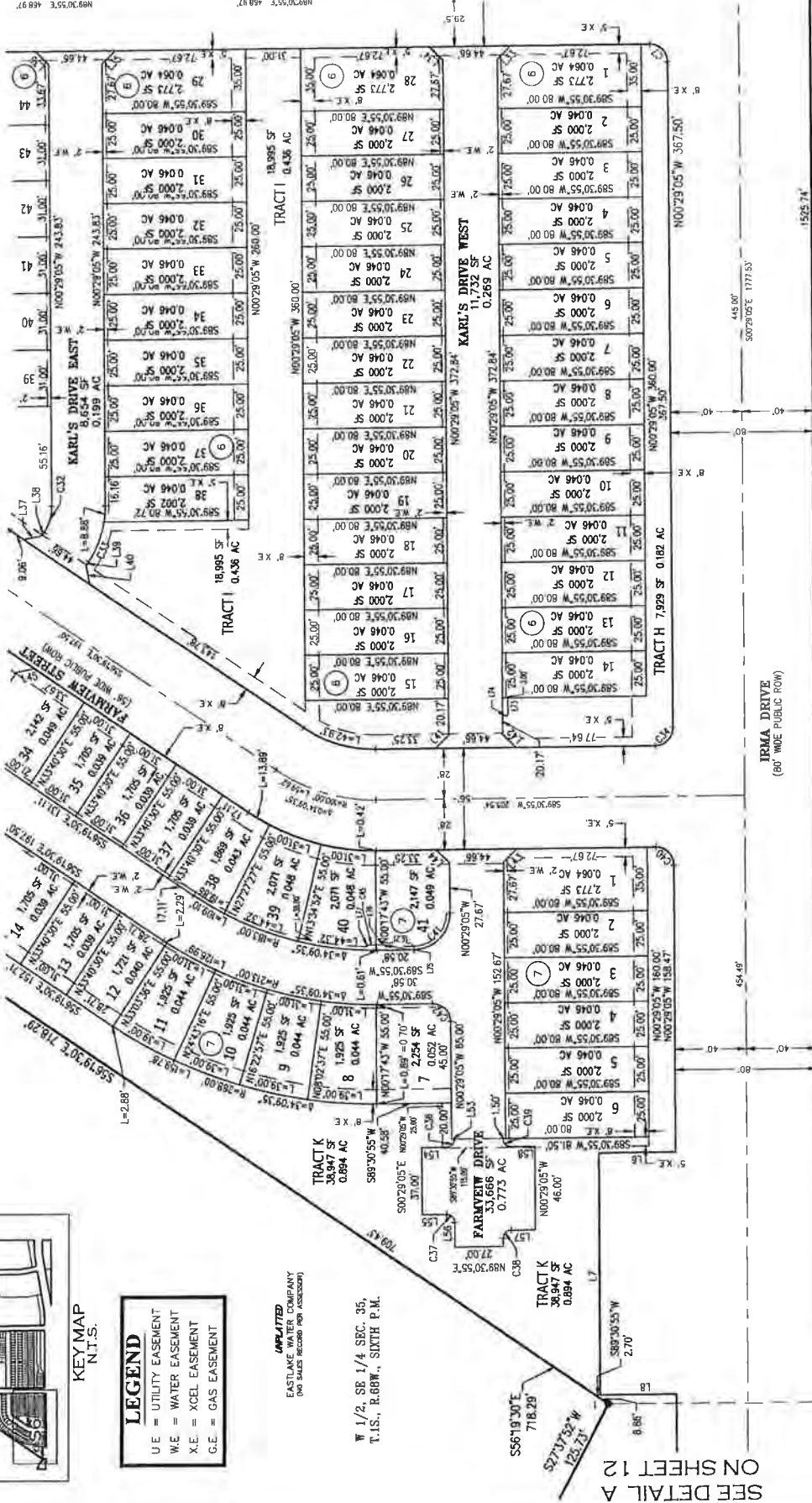
UNPLATTED
EASTLAKE WATER COMPANY
(NO SALES RECORD FOR ASSIGNMENT)

W 1/2, SE 1/4, SEC. 35,
T.1S., R.68W., SIXTH P.M.

SEE SHEET 7

SHEET 6 OF 13

SEE SHEET 7



SEE DETAIL A
ON SHEET 12

FOR REVIEW

SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES



SCALE: 1" = 40'

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

AZTEC
CONSULTANTS, INC.

100 East Mineral Ave., Suite 110
Littleton, Colorado 80120
Phone (303) 751-1999
Fax (303) 751-1998
www.aztecconsultants.com

Drawn By: RBA
Aztec Prof. No.: 2419-44

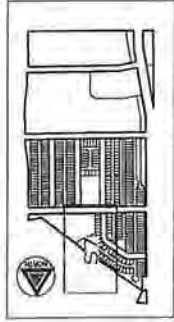
DATE OF PREPARATION: 09-03-20

SCALE: 1" = 40'

SHEET: 6 OF 13

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 7 OF 13



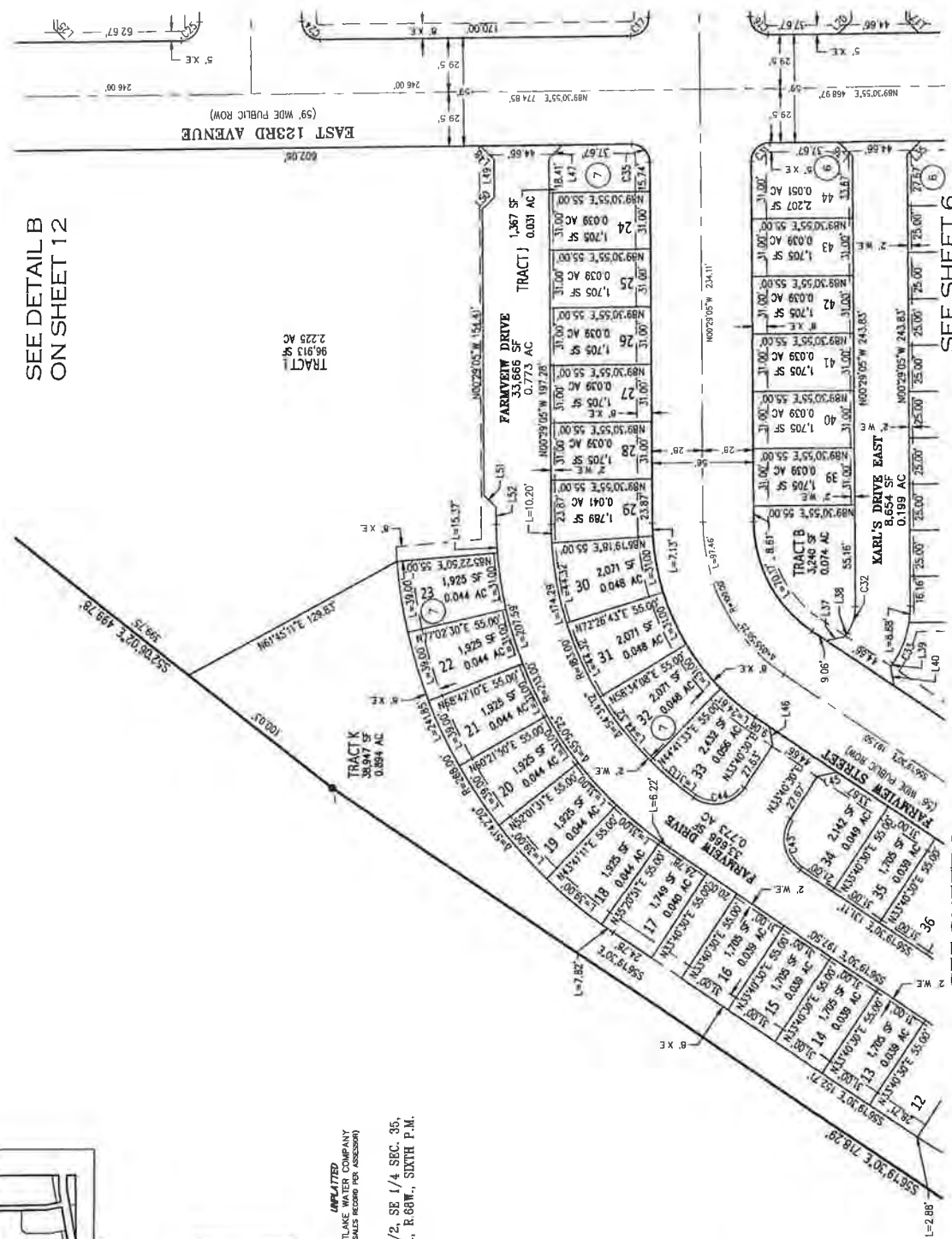
KEY MAP
N.T.S.

LEGEND

U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT
X.E. = XCEL EASEMENT
G.E. = GAS EASEMENT

UNPLATTED
EASTLAKE WATER COMPANY
(NO SALES RECORD FOR ASSIGNMENT)

W 1/2, SE 1/4 SEC. 35,
T.1S., R. 68W., SIXTH P.M.



SEE DETAIL B
ON SHEET 12

SEE SHEET 6

SEE SHEET 6

SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

AZTEC
CONSULTANTS, INC.

DATE OF PREPARATION: 05-02-21
SCALE: T = 4"
SHEET 7 OF 13

244 East Alameda Ave., Suite 1
Littleton, Colorado 80120
Phone: (303) 715-1000
Fax: (303) 715-1001
www.aztecconsultants.com

AsTec Proj. No. 24149-44
Drawn By: RBA

SEE SHEET 9

SEE SHEET 9

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 8 OF 13



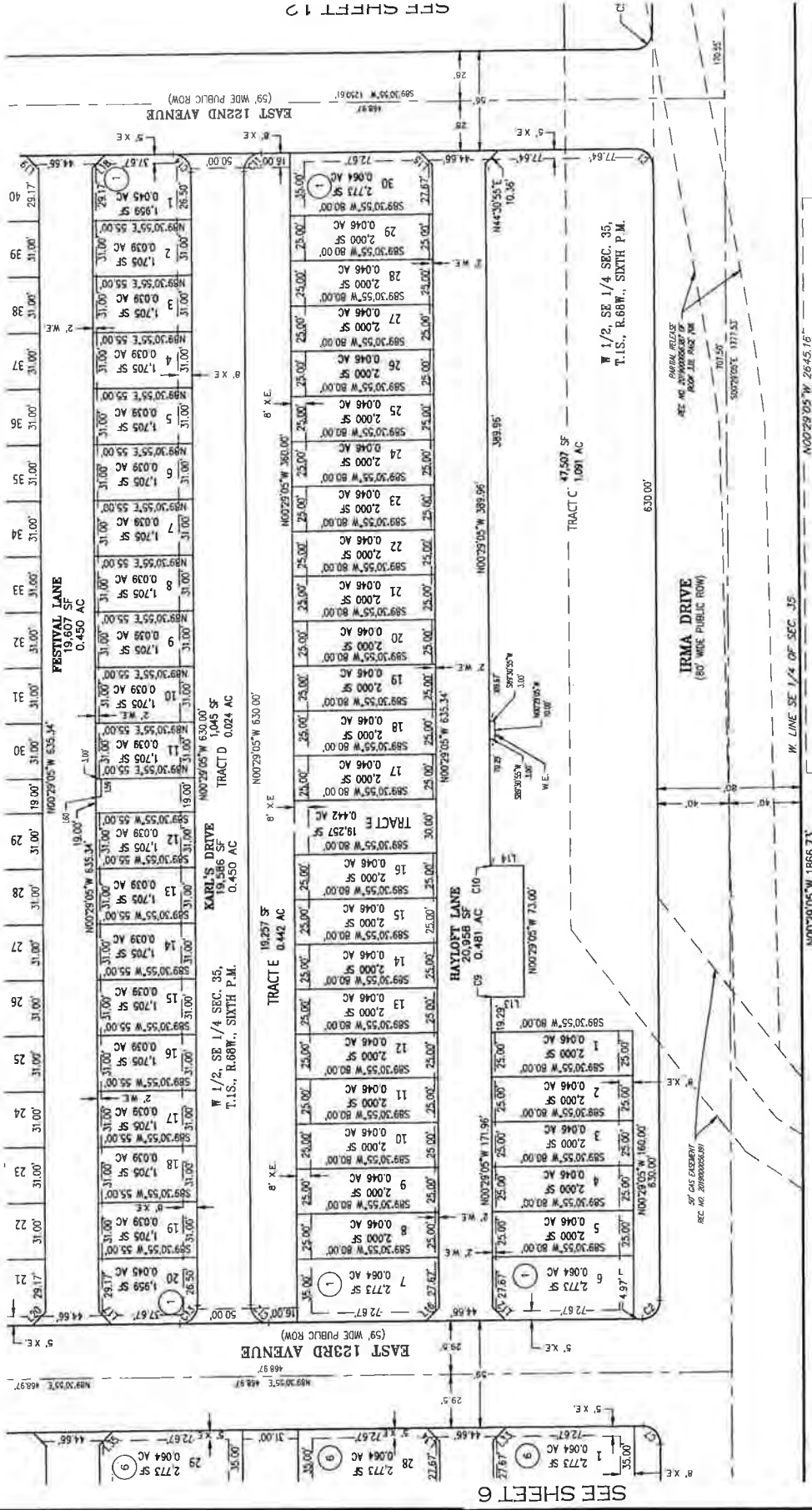
LEGEND	
U.E.	= UTILITY EASEMENT
W.E.	= WATER EASEMENT
X.E.	= XCEL EASEMENT
G.E.	= GAS EASEMENT

KEYMAP
N.T.S.

SEE SHEET 9

SEE SHEET 9

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES

AZTEC
CONSULTANTS, INC.

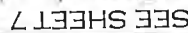
DATE OF PREPARATION: 09-02-26
SCALE: 1" = 40'
SHEET: 8 OF 13

100 East Mineral Ave., Suite 1
Fort Collins, Colorado 80521
Phone (970) 711-1100
Fax (970) 711-1101
www.aztecinc.com

Drawn By: RBA
Aztec Proj. No.: 2419-44

KEY MAP
N.T.S.

SEE SHEET 10



SEE SHEET 8

FOI

SEE SHEET 13 FOR LINE
AND CURVE TABLES



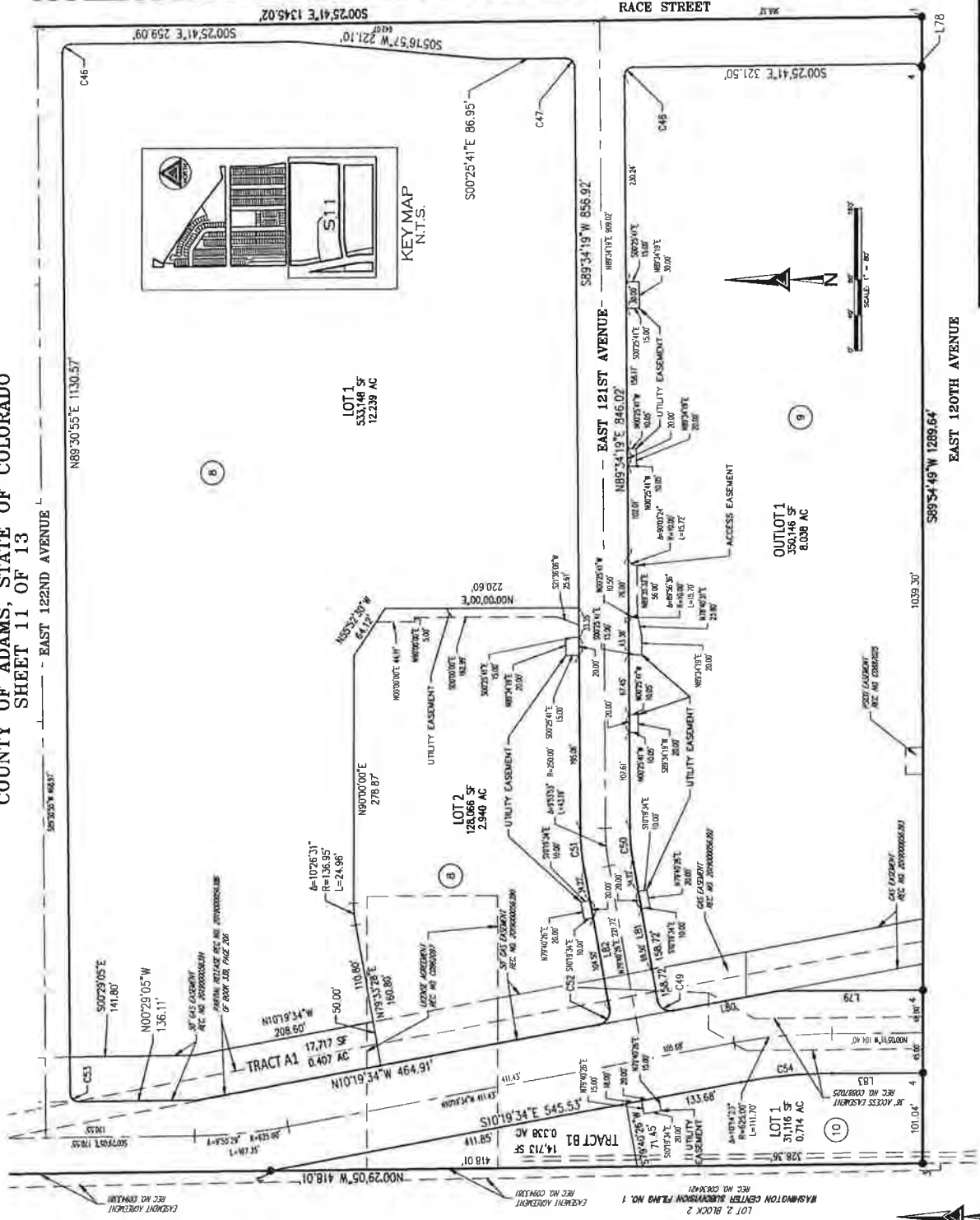
40 East Mineral Ave., Suite 1 Durango, Colorado 81322 Owner: (940) 713-1898 Fax: (940) 713-1897 www.watercoalthaus.com	DATE OF PREPARATION	09-03-21
	SCALE	1" = 40'
SHEET 9 OF 19		
Drawn By: RBA		

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

SCALE
SHEET 9 OF 13
Drawn By: RBA

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 11 OF 13



SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES

AZTEC
CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado, 80120
Phone (303) 713-1188
www.aztecconsultants.com
Aztec Proj. No. 2419-44
Drawn By: RBA

DATE OF PREPARATION	04-09-21
SCALE	T = 8"
SHEET NO.	11 OF 13

FOR REVIEW

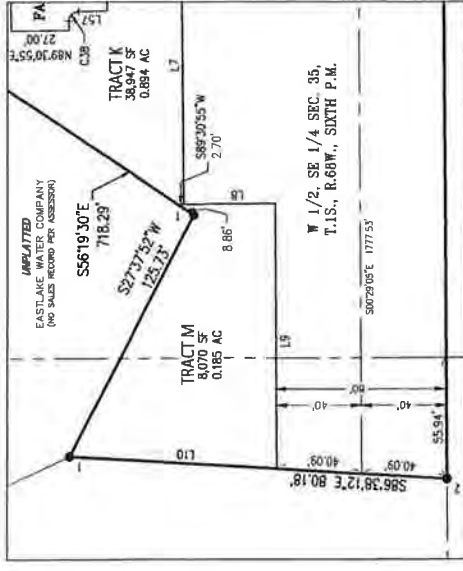
FOR AND ON BEHALF
AZTEC CONSULTANTS

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

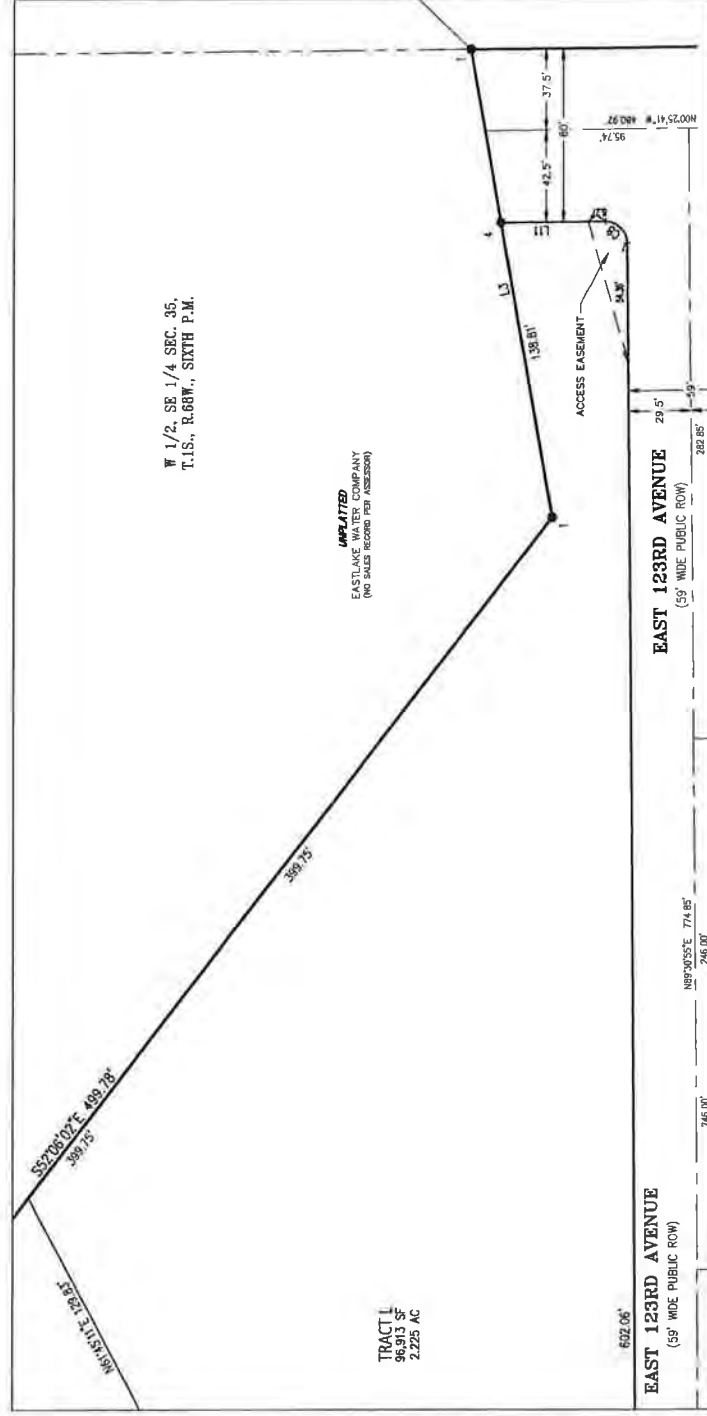
AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 12 OF 13

SEE SHEET 4 FOR
MONUMENT LEGEND

SEE SHEET 14 FOR LINE
AND CURVE TABLES



DETAIL A
SCALE: 1" = 40'



DETAIL B
SCALE: 1" = 40'

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

AZTEC
CONSULTANTS, INC.

100 East Alameda Ave., Suite 110
Littleton, Colorado 80120
Phone: (303) 715-1000
Fax: (303) 715-1001
www.aztecinc.com

Drawn By: RBA

DATE OF PREPARATION: 09-03-26

SCALE: 1" = 40'

SHEET 12 OF 13

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 13 OF 13

LINE	BEARING	LENGTH
L1	S86°36'12"E	178.02'
L2	N27°37'52"E	125.73'
L3	N80°00'29"E	219.93'
L4	S89°54'49"W	30.00'
L5	S08°46'54"E	115.21'
L6	N89°30'55"E	43.00'
L7	N00°29'05"W	132.89'
L8	S89°30'55"W	43.00'
L9	N00°29'05"W	122.43'
L10	S86°38'12"E	97.84'
L11	S00°25'41"E	49.13'
L12	S45°29'05"E	10.36'
L13	N89°30'55"E	17.50'
L14	S89°30'55"W	17.50'
L15	S45°29'05"E	10.36'
L16	N44°30'55"E	10.36'
L17	S45°29'05"E	10.36'
L18	N44°30'55"E	10.36'
L19	S45°29'05"E	10.36'
L20	N44°30'55"E	10.36'
L21	S45°29'05"E	10.36'
L22	N44°30'55"E	10.36'
L23	S45°29'05"E	10.36'
L24	N44°30'55"E	10.36'
L25	S45°29'05"E	10.36'
L26	N44°30'55"E	10.36'
L27	S45°29'05"E	10.36'
L28	S44°30'55"W	10.36'
L29	S45°29'05"E	10.36'
L30	S44°30'55"W	10.36'

LINE	BEARING	LENGTH
L31	S45°29'05"E	10.36'
L32	N44°30'55"E	10.36'
L33	N44°30'55"E	10.36'
L34	S45°29'05"E	10.36'
L35	N44°30'55"E	10.36'
L36	S45°29'05"E	10.36'
L37	N78°40'30"E	10.36'
L38	N33°40'30"E	2.57'
L39	N33°40'30"E	2.57'
L40	S11°19'30"E	10.36'
L41	N44°30'55"E	10.36'
L42	S45°29'05"E	10.36'
L43	N44°30'55"E	10.36'
L44	S45°29'05"E	10.36'
L45	N78°40'30"E	10.36'
L46	N11°19'30"W	10.36'
L47	N44°30'55"E	10.36'
L48	S45°29'05"E	10.36'
L49	N00°29'05"W	20.46'
L50	N44°30'55"E	9.19'
L51	N45°29'05"W	9.19'
L52	N00°29'05"W	9.40'
L53	N88°30'55"E	1.50'
L54	S89°30'55"W	13.50'
L55	N89°30'55"E	13.50'
L56	S00°29'05"E	13.50'
L57	N89°30'55"E	13.50'
L58	S89°30'55"W	13.50'
L59	N00°29'05"W	10.00'
L60	N89°30'55"E	3.00'

LINE	BEARING	LENGTH
L61	S89°31'29"W	1.00'
L62	N00°28'31"W	10.00'
L63	N89°31'29"E	1.00'
L64	S89°31'29"W	2.95'
L65	N00°28'31"W	10.00'
L66	N89°31'29"E	2.95'
L67	S89°30'55"W	3.00'
L68	N00°29'05"W	10.00'
L69	N89°30'55"E	3.00'
L70	S89°30'55"W	3.00'
L71	N00°29'05"W	10.00'
L72	N89°30'55"E	3.00'
L73	N00°29'05"W	10.00'
L74	N89°30'55"E	3.00'
L75	S00°29'05"E	1.00'
L76	N89°30'55"E	4.36'
L77	S00°29'05"E	1.00'
L78	S20°50'23"W	9.10'
L79	N00°05'11"W	164.70'
L80	N10°19'34"W	122.97'
L81	N78°40'26"E	158.72'
L82	S79°40'26"W	158.72'
L83	S00°05'11"E	104.40'

CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	10.00'	15.71'
C2	90°00'00"	10.00'	15.71'
C3	90°03'24"	10.00'	15.72'
C4	87°11'3"	665.00'	96.96'
C5	71°2'50"	565.00'	73.66'
C6	91°04'58"	10.00'	15.90'
C7	90°00'00"	10.00'	15.71'
C8	89°58'36"	10.00'	15.70'
C9	23°34'41"	2.50'	1.03'
C10	23°34'41"	2.50'	1.03'
C11	90°00'00"	10.00'	15.71'
C12	90°00'00"	10.00'	15.71'
C13	90°00'00"	10.00'	15.71'
C14	90°00'00"	10.00'	15.71'
C15	90°00'00"	10.00'	15.71'
C16	90°00'00"	10.00'	15.71'
C17	90°00'00"	10.00'	15.71'
C18	90°00'00"	10.00'	15.71'
C19	90°00'00"	8.00'	12.57'
C20	90°00'00"	8.00'	12.57'

CURVE	DELTA	RADIUS	LENGTH
C21	90°00'00"	8.00'	12.57'
C22	90°00'00"	8.00'	12.57'
C23	90°00'00"	10.00'	15.71'
C24	90°00'00"	10.00'	15.71'
C25	90°00'00"	10.00'	15.71'
C26	90°00'00"	10.00'	15.71'
C27	90°00'00"	10.00'	15.71'
C28	90°00'00"	10.00'	15.71'
C29	90°00'00"	10.00'	15.71'
C30	90°00'00"	10.00'	15.71'
C31	90°00'00"	10.00'	15.71'
C32	34°08'35"	25.00'	14.90'
C33	24°54'38"	55.00'	23.91'
C34	90°00'00"	10.00'	15.71'
C35	90°00'00"	10.00'	15.71'
C36	90°00'00"	4.50'	7.07'
C37	90°00'00"	4.50'	7.07'
C38	90°00'00"	4.50'	7.07'
C39	90°00'00"	4.50'	7.07'
C40	90°00'00"	10.00'	15.71'

CURVE	DELTA	RADIUS	LENGTH
C41	90°00'00"	20.00'	31.42'
C42	90°00'00"	10.00'	15.71'
C43	90°00'00"	20.00'	31.42'
C44	91°15'13"	20.00'	31.96'
C45	14°7'42"	180.00'	5.84'
C46	90°03'24"	10.00'	15.72'
C47	81°43'52"	10.00'	14.27'
C48	90°00'00"	10.00'	15.71'
C49	90°00'00"	15.00'	23.56'
C50	93°53'53"	222.00'	38.35'
C51	93°53'53"	278.00'	48.03'
C52	90°00'00"	15.00'	23.56'
C53	90°00'00"	10.00'	15.71'
C54	101°42'3"	580.00'	103.65'

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Lafayette, Colorado 80122
Phone (303) 713-1888
Fax (303) 713-1889
www.aztecconsultants.com

DATE OF PREPARATION: 09-03-20
SCALE: N/A
SHEET 13 OF 14

AsTec Proj. No.: 2489-44
Drawn By: RBA

EXHIBIT C
DESCRIPTION OF PUBLIC IMPROVEMENTS

Exhibit C

Description of Public Improvements

The project site consists of 56.76 acres of land. Proposed public improvements consist of two collector streets, Irma Drive and Race Street, along the west and east sides of the property, respectively, and three local streets. The three local streets are E. 121st Avenue, E. 122nd Avenue, and E. 123rd Avenue. Additional local streets will be installed with future development, but are not a part of the District public improvements.

Included in the street infrastructure are the underground utility mains for storm sewer, sanitary sewer, and potable water. Fire hydrants are provided along the five aforementioned public streets. A regional detention pond will be located immediately north of E. 123rd Avenue, directly west of Race Street with a storm outfall to Brantner Gulch to the northeast.

EXHIBIT D
ENGINEER'S COST ESTIMATES



Exhibit D

Engineer's Estimate of Probable Cost

Karl's Farm Filing No. 1
District Infrastructure Construction Plans

Project No. 1008-22

Prepared for:
KF Developers, Inc.
7400 East Orchard Road, Suite 290-S
Greenwood Village, CO 80111

Prepared by:
Innovative Land Consultants, Inc.
12071 Tejon Street, Suite 470
Westminster, CO 80234

Date: 01/09/2020



JOB NAME: Karl's Farm Filing No. 1 - District Plans

JOB NO.: 1008-22

DATE: Jan 9, 2020

BY: TRP

ISSUE Exhibit D - Engineer's Estimate of Probable Cost

SUMMARY OF COST		
	DESCRIPTION	TOTAL
	Demolition Cost Total	\$63,726
	Pavement Cost Total	\$2,334,086
	Water Cost Total	\$607,369
	Sanitary Sewer Cost Total	\$337,955
	Storm Sewer Cost Total	\$1,080,062
	Subtotal	\$4,423,199
	Contingency 15%	\$663,480
	Total	\$5,086,679

Karl's Farm Filing No. 1 - District Plans

DEMOLITION					
ITEM	DESCRIPTION	NO.	UNIT	UNIT PRICE	TOTAL
1	Remove Vertical Curb and Gutter	1249	LF	\$5.00	\$6,245
2	Remove Sidewalk	1124	LF	\$6.50	\$7,306
3	Remove Crossspan	680	SF	\$2.00	\$1,360
4	Remove Asphalt	3589	SY	\$11.00	\$39,479
5	Remove Fire Hydrant Assembly (To Be Replaced)	1	EA	\$1,500.00	\$1,500
6	Remove 12" Water Line	653	LF	\$12.00	\$7,836
7					\$0
8					\$0
9					\$0
10					\$0
11					\$0
12					\$0
13					\$0
14					\$0
15					\$0
16					\$0
17					\$0
18					\$0
19					\$0
20					\$0
21					\$0
22					\$0
23					\$0
24					\$0
25					\$0
26					\$0
27					\$0
28					\$0
29					\$0
30					\$0
31					\$0
32					\$0
33					\$0
34					\$0
35					\$0
Subtotal					\$63,726
Contingency					\$0
Total					\$63,726

Karl's Farm Filing No. 1 - District Plans

PAVEMENT					
ITEM	DESCRIPTION	NO.	UNIT	UNIT PRICE	TOTAL
1	Asphalt (7" for Irma and Race)	22,401	SY	\$34.44	\$771,475
2	Asphalt (5" for 121st, 122nd, and 123rd)	11,712	SY	\$24.60	\$288,126
3	Base Course	34,113	SY	\$9.25	\$315,545
4	Subgrade Preparation (Asphalt & Curb and Gutter)	22,865	SY	\$3.00	\$68,594
5	Vertical Curb and Gutter	1,672	LF	\$22.70	\$37,953
6	10' Detached Walk	3,947	LF	\$54.60	\$215,513
7	8' Detached Walk	1,148	LF	\$43.68	\$50,166
8	5' Detached Walk	9,406	LF	\$27.30	\$256,791
9	Crosspan	497	SY	\$72.90	\$36,229
10	Drivecut	728	SY	\$72.90	\$53,095
11	ADA Ramp	58	EA	\$3,500.00	\$203,000
12	Lane Striping	12,424	LF	\$1.85	\$22,985
13	Arrow Striping	19	EA	\$310.00	\$5,890
14	Street Sign	20	EA	\$250.00	\$5,000
15	Adjust MH's	3	EA	\$600.00	\$1,800
16	Adjust Valves	7	EA	\$275.00	\$1,925
17					\$0
18					\$0
19					\$0
20					\$0
21					\$0
22					\$0
23					\$0
24					\$0
25					\$0
26					\$0
27					\$0
28					\$0
29					\$0
30					\$0
31					\$0
32					\$0
33					\$0
34					\$0
35					\$0
Subtotal					\$2,334,086
Contingency					\$0
Total					\$2,334,086

Karl's Farm Filing No. 1 - District Plans

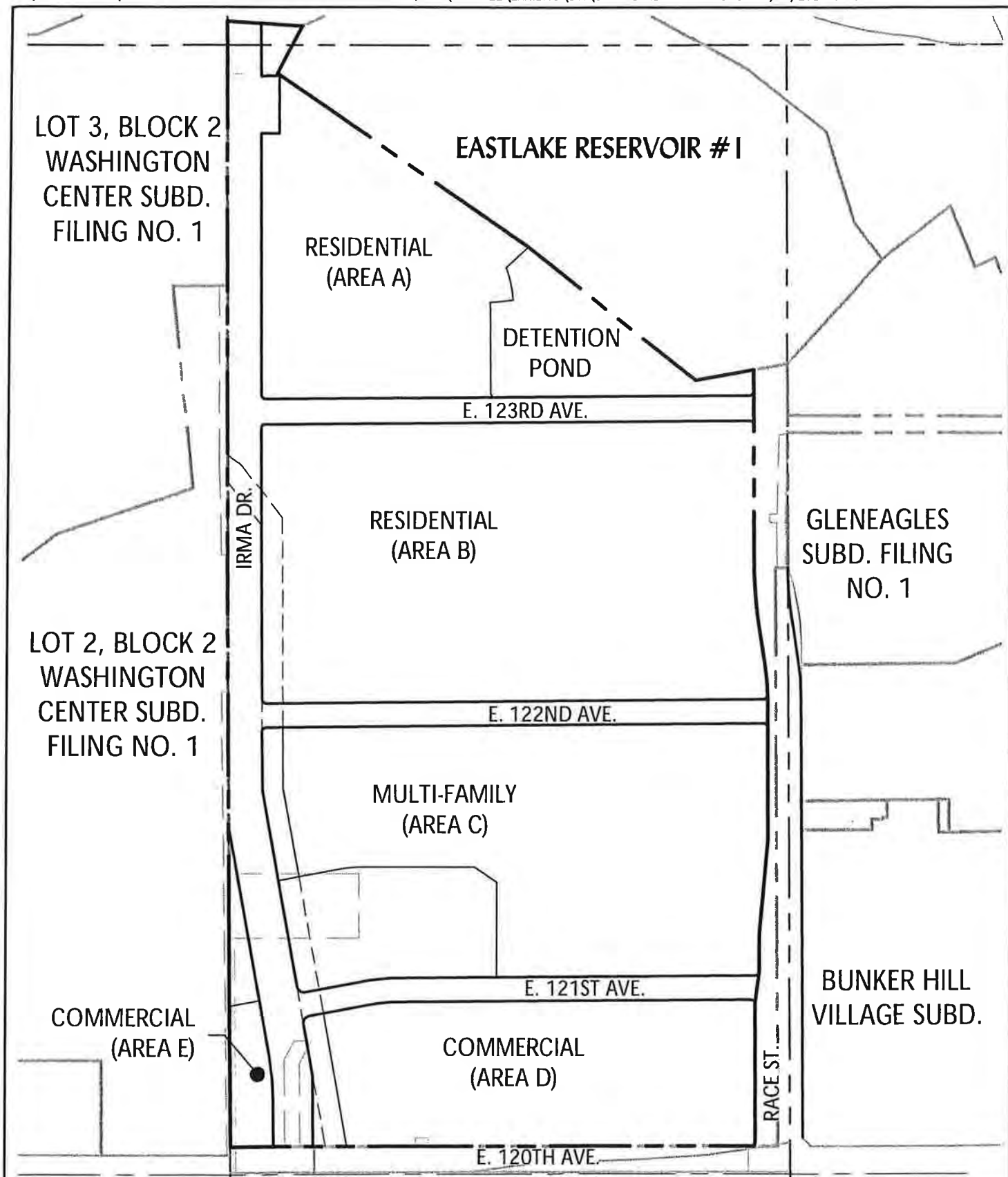
WATER					
ITEM	DESCRIPTION	NO.	UNIT	UNIT PRICE	TOTAL
1	8" Water Line	4,890	LF	\$29.00	\$141,810
2	12" Water Line	1,822	LF	\$34.25	\$62,399
3	6" Water Line	548	LF	\$22.00	\$12,058
4	8" Valve	52	EA	\$1,710.00	\$88,920
5	12" Valve	18	EA	\$2,125.00	\$38,250
6	6" Valve	26	EA	\$800.00	\$20,800
7	10" Valve	2	EA	\$2,000.00	\$4,000
8	8" Bend	3	EA	\$650.00	\$1,950
9	12" Bend	3	EA	\$900.00	\$2,700
10	8" x 8" Tee	14	EA	\$769.00	\$10,766
11	8" x 6" Tee	14	EA	\$600.00	\$8,400
12	12" x 8" Tee	4	EA	\$997.00	\$3,988
13	12" x 6" Tee	11	EA	\$850.00	\$9,350
14	8" x 8" Cross	3	EA	\$651.83	\$1,955
15	12" x 8" Cross	2	EA	\$997.00	\$1,994
16	12" x 12" Cross	1	EA	\$1,000.00	\$1,000
17	10" x 10" Tee	1	EA	\$1,000.00	\$1,000
18	8" x 6" Reducer	2	EA	\$500.00	\$1,000
19	12" x 8" Reducer	3	EA	\$875.00	\$2,625
20	12" x 10" Reducer	1	EA	\$1,000.00	\$1,000
21	Fire Hydrant Assembly	26	EA	\$6,978.00	\$181,428
22	8" Connect to Existing	3	EA	\$2,500.00	\$7,500
23	12" Plug	1	EA	\$175.00	\$175
24	8" Plug	23	EA	\$100	\$2,300
25					\$0
26					\$0
27					\$0
28					\$0
29					\$0
30					\$0
31					\$0
32					\$0
33					\$0
34					\$0
35					\$0
Subtotal					\$607,369
Contingency					\$0
Total					\$607,369

Karl's Farm Filing No. 1 - District Plans

SANITARY					
ITEM	DESCRIPTION	NO.	UNIT	UNIT PRICE	TOTAL
1	8" Sanitary Pipe	4740	LF	\$41.00	\$194,345
2	10" Sanitary Pipe	596	LF	\$46.00	\$27,416
3	4' Manhole	29	EA	\$3,886.00	\$112,694
4	Connect to Existing	1	EA	\$3,500.00	\$3,500
5					\$0
6					\$0
7					\$0
8					\$0
9					\$0
10					\$0
11					\$0
12					\$0
13					\$0
14					\$0
15					\$0
16					\$0
17					\$0
18					\$0
19					\$0
20					\$0
21					\$0
22					\$0
23					\$0
24					\$0
25					\$0
26					\$0
27					\$0
28					\$0
29					\$0
30					\$0
31					\$0
32					\$0
33					\$0
34					\$0
35					\$0
Subtotal					\$337,955
Contingency					\$0
Total					\$337,955

Karl's Farm Filing No. 1 - District Plans

STORM					
ITEM	DESCRIPTION	NO.	UNIT	UNIT PRICE	TOTAL
1	18" RCP	993	LF	\$57.00	\$56,601
2	24" RCP	562	LF	\$75.00	\$42,130
3	30" RCP	246	LF	\$91.00	\$22,386
4	36" RCP	216	LF	\$103.00	\$22,298
5	48" RCP	1,859	LF	\$130.00	\$241,717
6	54" RCP	67	LF	\$155.00	\$10,461
7	60" x 38" HERCP	500	LF	\$250.00	\$124,978
8	24" FES	2	EA	\$2,450.00	\$4,900
9	36" FES	2	EA	\$3,425.00	\$6,850
10	48" FES	3	EA	\$4,400.00	\$13,200
11	Type C Inlet	1	EA	\$5,409.11	\$5,409
12	5' Type R Inlet	12	EA	\$6,652.00	\$79,824
13	10' Type R Inlet	5	EA	\$5,465.05	\$27,325
14	15' Type R Inlet	3	EA	\$11,860.00	\$35,580
15	4' Manhole	4	EA	\$4,500.00	\$18,000
16	5' Manhole	7	EA	\$5,500.00	\$38,500
17	6' Manhole	3	EA	\$6,104.00	\$18,312
18	8' Manhole	10	EA	\$6,500.00	\$65,000
19	8.25' x 8.25' Box Manhole	1	EA	\$10,000.00	\$10,000
20	Detention Pond (Includes Outlet Struct. & Other Pond Appurt.)	1	LS	\$222,200.00	\$222,200
21	Type VL Riprap	9.33	CY	\$35.00	\$327
22	2' Drainage V-Pan	1600	LF	\$8.50	\$13,600
23	2' Drainage U-Channel	15	LF	\$31.00	\$465
24					\$0
25					\$0
26					\$0
27					\$0
28					\$0
29					\$0
30					\$0
31					\$0
32					\$0
33					\$0
34					\$0
35					\$0
Subtotal					\$1,080,062
Contingency					\$0
Total					\$1,080,062



Innovative Land Consultants, Inc.

Karl's Farm Filing No. 1
District Infrastructure CDs
Cost Exhibit

Prepared By: XWL
Approved By: TBL

Horiz. Scale: 1" = 300'
Vert. Scale: N/A

Sheet: 1 of 1
Date: 1/10/2020

Job No.: 1008-22

**EXHIBIT E
LETTER OF CREDIT FORM**

BANK LETTERHEAD
NAME OF INSTITUTION
ADDRESS
CITY, STATE, ZIP

SAMPLE

DATE

IRREVOCABLE STANDBY LETTER OF CREDIT

BENEFICIARY:

PERMITTEE:

CITY OF NORTHGLENN
11701 COMMUNITY CENTER DRIVE
NORTHGLENN, COLORADO 80233

LETTER OF CREDIT NUMBER:

DATE ISSUED:

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

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

AMOUNT: \$AMOUNT U.S. DOLLARS

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

1. THIS ORIGINAL LETTER OF CREDIT.

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

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

_____."

SPECIAL CONDITIONS:

PARTIAL DRAWING IS PERMITTED.

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

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

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

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

NAME OF INSTITUTION
A MEMBER OF THE FEDERAL RESERVE SYSTEM

STANDBY LETTERS OF CREDIT

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-47
Series of 2020

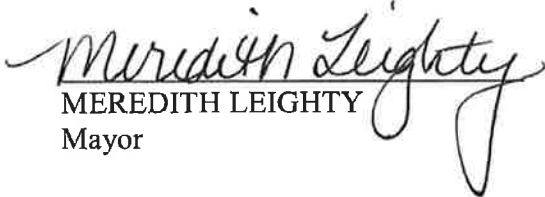
20-48
Series of 2020

A RESOLUTION APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT FOR KARL'S FARM FILING NO. 1

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

Section 1. The Subdivision Improvement Agreement for Karl's Farm Filing No. 1 between the City of Northglenn and KF Developers, Inc., attached hereto as Exhibit 1, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn, Colorado.

DATED at Northglenn, Colorado, this 24th day of February, 2020.


MEREDITH LEIGHTY
Mayor

ATTEST:


JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:


COREY Y. HOFFMANN
City Attorney

**CITY OF NORTHGLENN
SUBDIVISION IMPROVEMENT AGREEMENT – FINAL PLAT
FOR KARL’S FARM FILING #1, AMD NO.1 FINAL PLAT**

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

RECITALS AND REPRESENTATIONS:

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

See Exhibit A

hereinafter referred to as the "Property;"

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

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

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

WHEREAS, the City Council of the City of Northglenn, after holding all necessary public hearings and having received a recommendation of approval from the Planning Commission on January 21, 2020, approved the final plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein; and

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

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

AGREEMENT

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

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

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

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

See Exhibit C – Public Improvements Description

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

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

Public Improvements may be constructed in phases in accordance with an approved phasing plan.

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

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

and

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

11.0 REQUIRED SECURITY FOR PUBLIC IMPROVEMENTS.

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

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

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

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

Notwithstanding the foregoing, Owner/Developer may furnish the Security for the Public Improvements in accordance with an approved phasing plan.

12.0 COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.

- 12.1 The Owner/Developer shall complete construction of the Public Improvements within Two (2) Years of the date on which the Owner/Developer provides the performance guarantee to the City for the construction of the Public Improvements in accordance with the terms of this Agreement. Upon completion of construction of the Public Improvements and Owner/Developer's written request for probationary acceptance of such Improvements ("Construction Acceptance"), the Owner/Developer shall:
1. File with the City an original or sepia reproducible copy of the as-built construction plans of such Public Improvement(s), stamped and certified by the Engineer of Record who shall also be a Colorado registered professional engineer; and
 2. Submit to the City a sworn affidavit and documentary evidence that there exists no lien or encumbrance upon or against the Public Improvements resulting from unpaid amounts owing to contractors, subcontractors, material persons, or other persons involved or engaged in the construction or installation of the Public Improvements. The Owner/Developer shall promptly modify, alter, and repair at its own cost and expense any improvements not constructed in accordance with the Construction Plans so that the improvements conform to the Construction Plans. The Public Improvements shall become the property of the City (and the City's maintenance responsibility) upon Construction Acceptance of the Public Improvements by the City.
- 12.2 The City shall issue to the Owner/Developer a certificate of Construction Acceptance granting probationary acceptance of the Public Improvements and setting the terms of the warranty period. The probation and warranty period ("Warranty Period") shall terminate Two (2) years from the date of Construction Acceptance.
- 12.3 At the end of the Warranty Period, the City shall reinspect the Public Improvements and require correction of all defects and failures of the Public Improvements prior to the issuance of final acceptance of the Public Improvements and release of any remaining Security ("Final Acceptance").
- 12.4 The Owner/Developer may obtain up to six (6) building permits for model homes prior to probationary acceptance of public improvements provided there is adequate fire protection and all weather emergency access(es) available to the site on which the model homes are to be constructed, in the

City's sole discretion. In the event that Owner/Developer receives building permit(s) for model homes prior to probationary acceptance of public improvements, the Owner/Developer shall (i) not convey title to such model home until such probationary acceptance; and (ii) agree to indemnify and hold harmless the City, and its officers, employees, and agents, from any and all claims, damages, injuries, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the building, showing, or any use of the model homes.

- 13.0 WARRANTY OF PUBLIC IMPROVEMENTS. The Owner/Developer hereby represents that the Public Improvements shall be designed to reasonably achieve the purposes intended for the Public Improvements and hereby warrants the design, quality of materials, quality of construction, and quality of workmanship of all such City-accepted Public Improvement(s) for a period of two (2) years from the date of the City's Construction Acceptance of the Public Improvements.
- 14.0 PAYMENT OF FEES AND CHARGES. The Owner/Developer will comply with all ordinances, rules, and regulations of the City and shall pay all fees and other charges in a timely manner as required by the City including, but not limited to, building permit fees, inspection fees, tap or connection fees, and plan review fees which are imposed by the City by ordinance, rule, resolution, motion, agreement, or by the terms and conditions of this Agreement. In addition to any other remedy available to the City, the City may withhold and deny issuance of any building permit, certificate of occupancy, or other permit or approval until all due and outstanding fees are paid by the Owner/Developer.
- 15.0 FORM OF PAYMENT OF ALL FEES AND CHARGES. Unless otherwise agreed to by the City Manager on a case by case basis, the Owner/Developer's payment of fees and charges specified by this Agreement shall be made in the form of certified funds, cashier's check, or cash delivered to the City of Northglenn, City Hall, 11701 Community Center Dr, Northglenn City, Colorado .
- 16.0 DELAYS. The Parties have executed this Agreement such that completion of the improvements shall be subject to strikes, accidents, acts of God, weather conditions that justify a delay of construction in light of standard practices in the building profession, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delay resulting from events that are beyond the control of the delaying party and which are agreed to by the Parties as justifying delay.
- 17.0 WAIVER. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. The Parties understand and agree that nothing contained in the Final Plat is intended to waive or modify any applicable provision of state or local law.

- 18.0 NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City of Northglenn, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 19.0 BINDING EFFECT. The Parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the described property. At the time it records the Final Plat, the City shall also record this Agreement. To the extent permitted by law, all Owner/Developer and all future successors, heirs, legal representatives, and assigns of the Owner/Developer shall be jointly and severally responsible for all terms, conditions, and obligations set forth in this Agreement.
- 20.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Owner/Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the City and Owner/Developer that any person other than the City or Owner/Developer and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 21.0 GOVERNING LAW, VENUE, AND ENFORCEMENT. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Adams County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance. In addition to any other available remedies, it is understood and agreed that the City may withhold any permits or certificates requested by the Owner/Developer, including but not limited to building permits and certificates of occupancy for any lot within the Project in the event of a breach of this Agreement by the Owner/Developer.
- 22.0 AGREEMENT AND RELEASE. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Owner/Developer without the express written consent of the City of Northglenn. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the City Council. No assignment shall release the Owner/Developer from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Owner/Developer, the City may, at its sole discretion, require the party assuming any duty, obligation,

or responsibility of the Owner/Developer to provide to the City written evidence of financial or other ability or capability to meet the particular duty, obligation, or responsibility being assumed by the party.

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

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

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

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

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

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

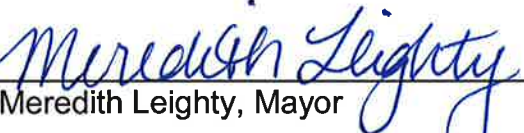
32.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

DATED THIS 24th DAY OF February, 2020.

CITY OF NORTHGLENN, a Colorado home
rule municipal corporation

ATTEST:

By: 
Johanna Small, CMC, City Clerk

By: 
Meredith Leighty, Mayor

OWNER/DEVELOPER

By: 

Print Name: Daniel Frank


Title: Director

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Acknowledged before me on 27 JANUARY, 20, by DANIEL FRANK, as
DIRECTOR for the KF DEVELOPERS.

Witness my hand and official seal.

My commission expires: 04SEP2023


Notary Public

[S E A L]

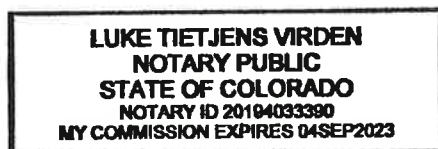


EXHIBIT A
DESCRIPTION OF PROPERTY

EXHIBIT A DESCRIPTION OF PROPERTY

The approximately 32.09 acre site is located to the north of E. 122nd Avenue between Irma Drive and Race Street. It consists of the residential Parcel A and Parcel B as well as Open Space Parcel 1 and Parcel 2 of the approved Karl's Farm Preliminary PD. This site is currently vacant and was formerly used as a Dairy Farm.

This application proposes (92) Duplexes, (86) Single Family Detached Cityscape homes, and (104) Single Family Attached Townhomes for a total of 282 units. Intended builders include Richmond Homes and Meritage Homes. Two off-street parking spaces will be provided for every home and guest parking (primarily on-street) will be provided at a ratio of 1.03 per unit, doubling the PD minimum of 0.5 guest spaces per unit.

EXHIBIT B
FINAL PLAT

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,

BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 13

LEGAL DESCRIPTION

ALL OF KARL'S FARM FILING NO. 1, RECORDED AT RECEPTION NO. 201900065636 IN THE PUBLIC RECORDS OF THE CITY CLERK AND RECORDER'S OFFICE, LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO CONTAINING AN AREA OF 63.821 ACRES, (2,780,057 SQUARE FEET), MORE OR LESS

OWNERSHIP AND DEDICATION

THE UNDERSIGNED CERTIFIES TO AND FOR THE BENEFIT OF THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT THE LAND DESCRIBED ABOVE, BEING THE LANDS OF KARL'S FARM FILING NO. 1, AMD. NO. 1, FINAL PLAT, WAS PLANNED, DESIGNED, AND CONSTRUCTED BY KARL'S FARM FILING NO. 1, AMD. NO. 1, FINAL PLAT, AND DO HEREBY DEDICATE AND GRANT TO THE CITY OF NORTHGLENN, COLORADO, THE PUBLIC USES AND PURPOSES OF THE LANDS DESCRIBED ABOVE, INCLUDING THE CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS EXCEPT TO THE EXTENT EXPRESSLY STATED IN ANY CITY-APPROVED AND RECORDED SUBDIVISION IMPROVEMENT AGREEMENT. DEDICATION SHALL BE FINAL UPON ADOPTION BY THE CITY COUNCIL, ACCEPTING THE PROPERTY DEDICATED BY THIS PLAT, EXCEPT AS OTHERWISE SPECIALLY STATED IN THE PLAT. THE CITY OF NORTHGLENN, COLORADO, SHALL HAVE THE RIGHT TO LIMITATION OR RESTRICTION UPON THE PURPOSES OR PUBLIC USE OF PROPERTY DEDICATED BY THIS PLAT.

IN WITNESS WHEREOF, WE DO HERETO SET OUR HANDS AND SEALS
THE ____ DAY OF _____, 20____

OWNER

KARL'S FARM NORTHGLENN LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____
COUNTY OF _____

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D. 20____, BY _____

_____, AS _____ OF KARL'S FARM NORTHGLENN LLC

BY: _____ NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

SEE SHEET 2 & 3 FOR SIGNATURE BLOCKS



VICINITY MAP
SCALE 1" = 2000'

STANDARD NOTES

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

SHEET INDEX

- SHEET 1 LEGAL DESCRIPTION, GENERAL AND STANDARD NOTES,
- SHEET 2-3 OWNERSHIP SIGNATURES
- SHEET 4 GENERAL NOTES AND TRACT/DRIVE/ALLEY SUMMARY TABLE
- SHEET 5 OVERALL BOUNDARY
- SHEETS 6-11 LOT DETAILS
- SHEET 12 DETAILS A & B
- SHEET 13 LINE AND CURVE TABLES

SEE SHEET 4 FOR GENERAL NOTES

SURVEYOR'S STATEMENT

SHAWN D. LEE, PLS. NO. 38158, A PROFESSIONAL LAND SURVEYOR, HAS PREPARED THIS SURVEY FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 622 THE WORD "CERTIFY" AS USED HEREON SHALL BE CONSIDERED TO BE A VERIFICATION OF THE ACCURACY OF THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

SHAWN D. LEE, PLS. NO. 38158
PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 622 THE WORD "CERTIFY" AS USED HEREON SHALL BE CONSIDERED TO BE A VERIFICATION OF THE ACCURACY OF THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

APPROVALS

THIS MINOR SUBDIVISION HAS BEEN APPROVED BY THE DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT OF THE CITY OF NORTHGLENN, COLORADO ON THE ____ DAY OF _____, 20____.

PLANNING AND DEVELOPMENT, DIRECTOR

THIS MINOR SUBDIVISION HAS BEEN APPROVED BY THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND UTILITIES OF THE CITY OF NORTHGLENN, COLORADO ON THE ____ DAY OF _____, 20____.

PUBLIC WORKS AND UTILITIES, DIRECTOR

CITY APPROVAL

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

SIGNED THIS ____ DAY OF _____, 20____

ATTEST: _____ BY: _____ MAYOR

BY: CITY CLERK

ADAMS COUNTY CLERK AND RECORDER'S CERTIFICATE

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ADAMS COUNTY AT ____ M ON THE ____ DAY OF _____, 20____.

RECEPTION NO. _____

ADAMS COUNTY CLERK AND RECORDER

BY: DEPUTY

AZTEC
CONSULTANTS, INC.

100 East Main Street, Suite 100
Northglenn, CO 81659
Phone: (303) 734-1000
Fax: (303) 734-1001
www.aztecinc.com

At-TeC Prod. No. 2W19-44
Drawn By: RBA

DATE OF PREPARATION	09-03-2019
SCALE	N/A
SHEET	1 OF 13

LAST REVISED: 1/6/2020

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT
AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 13

OWNER:

HINKHOUSE FAMILY LIMITED PARTNERSHIP NUMBER ONE LLP, A COLORADO LIMITED
LIABILITY PARTNERSHIP

KAREN SWAITHES

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ } SS.
COUNTY OF _____ }

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

SHAREN POOZIMEK

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ } SS.
COUNTY OF _____ }

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

PAMELA DRAKE

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ } SS.
COUNTY OF _____ }

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

DEANNA DURLAND

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ } SS.
COUNTY OF _____ }

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

OWNER:

KARL'S DAIRY COUNTRY STORE, LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP

KAREN SWAITHES

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ } SS.
COUNTY OF _____ }

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

SHAREN POOZIMEK

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ } SS.
COUNTY OF _____ }

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

PAMELA DRAKE

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ } SS.
COUNTY OF _____ }

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

DEANNA DURLAND

BY: _____
AS: _____

NOTARIAL CERTIFICATE

STATE OF _____ } SS.
COUNTY OF _____ }

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____ A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER _____

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

AZTEC
CONSULTANTS, INC.
200 East Mineral Ave., Suite 3
Northglenn, Colorado 80061
Phone: (303) 715-1999
Fax: (303) 715-1997
www.aztecinc.com
AZtec Proj. No. 2010-44
Drawn By: RBA

DATE OF PREPARATION	09-03-2010
SCALE	N/A
SHEET	2 OF 13

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT
AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 13

OWNER:
KAREN SWATHIES
BY: _____
AS: _____
NOTARIAL CERTIFICATE
STATE OF _____ } SS
COUNTY OF _____ }
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____
NOTARY I.D. NUMBER _____
OWNER:
SHAREN PODZIMEK
BY: _____
AS: _____
NOTARIAL CERTIFICATE
STATE OF _____ } SS
COUNTY OF _____ }
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____
NOTARY I.D. NUMBER _____
OWNER:
PAMELA DRAKE
BY: _____
AS: _____
NOTARIAL CERTIFICATE
STATE OF _____ } SS
COUNTY OF _____ }
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____
NOTARY I.D. NUMBER _____

OWNER:
DEANNA DURLAND
BY: _____
AS: _____
NOTARIAL CERTIFICATE
STATE OF _____ } SS
COUNTY OF _____ }
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED
BEFORE ME THIS _____ DAY OF _____, A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____
NOTARY I.D. NUMBER _____
OWNER:
LLOYD B. SWATHIES
BY: _____
AS: _____
NOTARIAL CERTIFICATE
STATE OF _____ } SS
COUNTY OF _____ }
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____
NOTARY I.D. NUMBER _____
OWNER:
KF DEVELOPERS INC., A COLORADO CORPORATION
BY: _____
AS: _____
NOTARIAL CERTIFICATE
STATE OF _____ } SS
COUNTY OF _____ }
THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20____ BY _____

BY _____ NOTARY PUBLIC _____ WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____
NOTARY I.D. NUMBER _____

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

 AZTEC CONSULTANTS, INC. Aztec Pros. No. 2419-44	300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Tel: (303) 713-1177 Fax: (303) 713-1197 www.aztecpros.com	DATE OF PREPARATION	09-02-2019
	SCALE	N/A	
		SHEET 3 OF 13	

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,

BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 4 OF 13

GENERAL NOTES

1. THE PROPERTY DESCRIBED HEREIN IS THE SAME AS THE PROPERTY DESCRIBED IN LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABC70630705-2, WITH AN EFFECTIVE DATE OF JULY 26, 2019, 5:00 P.M. AND THAT ALL EASEMENTS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A SURVEY OF THE PROPERTY ARE HEREBY RE-ESTABLISHED AND RE-CONFIRMED. THE PROPERTY IS LOCATED HEREON AS SHOWN ON THE SUBJECT PROPERTY. SAID PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS INC. FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.
2. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON OCTOBER 26, 2018.
3. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
4. THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS, ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08060302H, MAP REVISED MARCH 5, 2007.
5. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE SOUTH QUARTER CORNER AND AT THE SOUTHEAST CORNER BY A 3-1/4" ALUMINUM CAP STAMPED "COT 1991 LS 11434" IN A MONUMENT BOX, ASSUMED TO BEAR NORTH 89°54'48" EAST.
6. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFILES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMPLEMENTS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, COLORADO REVISED STATUTE.
7. THIS PLAT IS BEING PROCESSED IN ACCORDANCE WITH SECTION 12-1-301(V)(3) OF THE NORTHGLENN MUNICIPAL CODE AS A PLAT EXEMPTION THAT IS HEREBY AUTHORIZED BY APPROVAL OF RESOLUTION _____, 2019 BY THE NORTHGLENN CITY COUNCIL.
8. OVERALL ROAD RIGHT-OF-WAY DEDICATED BY THIS PLAT IS 350,786 SF OR 8.053 AC.
9. AN APPROVED AND EXECUTED SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR ANY SUCH LOT, OUTLOT, BLOCK OR TRACT WILL BE REQUIRED BY THE CITY OF NORTHGLENN BEFORE ANY BUILDING PERMIT WILL BE ISSUED FOR VERTICAL DEVELOPMENT ON ANY LOTS, OUTLOTS, BLOCKS OR TRACTS SHOWN HEREIN.
10. A BLANKET DRAINAGE EASEMENT, EXCLUDING BUILDING FOOTPRINTS AND EXCLUSIVE EASEMENTS, IS HEREBY GRANTED TO AND BETWEEN ALL LOTS AND TRACTS, FOR THE PURPOSES OF CONVEYING SURFACE STORM WATER.
11. A BLANKET EASEMENT IS HEREBY GRANTED TO THE KARL'S FARM HOMEOWNERS ASSOCIATION FOR ACCESS, CONSTRUCTION, MAINTENANCE AND REPAIR TO DRAINAGE IMPROVEMENTS. THE UNDERLYING PROPERTY OWNER OR ASSIGNS WILL BE RESPONSIBLE FOR BASIC MAINTENANCE OF THE EASEMENT AREA.
12. WATER AND SANITARY SEWER EASEMENTS ARE HEREBY GRANTED TO THE CITY OF NORTHGLENN ACROSS THE ENTIRETY OF FARVIEW DRIVE, FESTIVAL LANE, TRAYLOR LANE, ZELDA DRIVE, HAYLOFT LANE, DAIKY LANE AND KARL'S DRIVE TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, INSPECT AND OPERATE MANHOLE, TRUNK LINES, SEWER LINES, DRAINAGE LINES, AND SANITARY LINES. THESE EASEMENTS ARE GRANTED TO THE CITY OF NORTHGLENN TOGETHER WITH A RIGHT OF ACCESS, ON, ALONG AND IN ALL OF THE EASEMENTS, AS MAY BE NECESSARY TO ACCOMPLISH THE INTENDED PURPOSES OF THE EASEMENT. THESE EASEMENTS SHALL BE EXCLUSIVE, HOWEVER UTILITIES MAY CROSS THE EXCLUSIVE EASEMENTS AT SUBSTANTIALLY 90 DEGREES.
13. THE CITY OF NORTHGLENN BEARS NO RESPONSIBILITY FOR ANY UTILITY SERVICE LINES MAINTENANCE AND CARE OF ALL SANITARY, WATER, AND STORM SERVICE LINES OUTSIDE OF DEDICATED EASEMENTS AND THAT THEY ARE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY.
14. DRIVES AND LANES, WITH THE EXCEPTION OF IRMA DRIVE, WILL NOT BE DEDICATED TO THE CITY AND WILL BE OWNED BY THE KARL'S FARM FILING NO. 1 METRO DISTRICT AND MAINTAINED BY THE KARL'S FARM HOMEOWNERS ASSOCIATION (HOA).
15. THE RIGHT TO AND USE OF ALL NON-TRIBUTARY GROUNDWATER IS HEREBY DEDICATED TO THE CITY OF NORTHGLENN.
16. THIS FINAL (PRELIMINARY) PLAT AS AMENDED AND RE-ESTATED DOES NOT CREATE ANY VESTED RIGHTS UNDER COLORADO LAW OR THE NORTHGLENN UNIFIED DEVELOPMENT ORDINANCE.

TRACTS & PRIVATE DRIVE/ALLEY SUMMARY TABLE

TRACT	AREA (SQ.FT)	AREA (AC ±)	OWNED BY	USE	MAINTAINED BY
TRACT A	1,045	0.024	METRO DISTRICT	ACCESS/DRAINAGE/OPEN SPACE	HOA
TRACT B	3,240	0.074	METRO DISTRICT	ACCESS/DRAINAGE/OPEN SPACE/UTILITY	HOA
TRACT C	47,507	1.091	METRO DISTRICT	ACCESS/DRAINAGE/OPEN SPACE/UTILITY	HOA
TRACT D	1,045	0.024	METRO DISTRICT	ACCESS/DRAINAGE/OPEN SPACE	HOA
TRACT E	19,257	0.442	METRO DISTRICT	ACCESS/DRAINAGE/OPEN SPACE	HOA
TRACT F	56,007	1.286	METRO DISTRICT	ACCESS/DRAINAGE/OPEN SPACE/UTILITY	HOA
TRACT G	18,589	0.426	METRO DISTRICT	ACCESS/DRAINAGE/OPEN SPACE/UTILITY	HOA
TRACT H	7,929	0.182	METRO DISTRICT	ACCESS/DRAINAGE/OPEN SPACE/UTILITY	HOA
TRACT I	18,995	0.436	METRO DISTRICT	ACCESS/DRAINAGE/OPEN SPACE/UTILITY	HOA
TRACT J	1,367	0.031	METRO DISTRICT	ACCESS/DRAINAGE/OPEN SPACE/UTILITY	HOA
TRACT K	38,947	0.894	METRO DISTRICT	ACCESS/DRAINAGE/OPEN SPACE/UTILITY	HOA
TRACT L	96,913	2.225	METRO DISTRICT	OPEN SPACE/DRAINAGE	HOA
TRACT M	18,570	0.426	METRO DISTRICT	ACCESS/DRAINAGE/OPEN SPACE/UTILITY	HOA
TRACT A1	17,717	0.407	METRO DISTRICT	DRAINAGE/OPEN SPACE	HOA
TRACT B1	31,116	0.714	METRO DISTRICT	DRAINAGE/OPEN SPACE	HOA
SUBTOTAL	351,322	8.065			HOA = HOMEOWNERS ASSOCIATION

PRIVATE DRIVE	AREA (SQ.FT)	AREA (AC ±)	OWNED BY	USE	MAINTAINED BY
FARVIEW DRIVE	33,666	0.773	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY	HOA
FESTIVAL DRIVE	8,654	0.199	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY	HOA
HAYLOFT DRIVE	11,732	0.269	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY	HOA
ZELDA DRIVE	5,807	0.133	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY	HOA
KARL'S DRIVE	19,586	0.450	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY	HOA
SUBTOTAL	79,445	1.824			

PRIVATE ALLEY	AREA (SQ.FT)	AREA (AC ±)	OWNED BY	USE	MAINTAINED BY
LANE					
FESTIVAL LANE	19,607	0.450	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY	HOA
DAIRY LANE	19,607	0.450	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY	HOA
ZEKE LANE	5,700	0.131	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY	HOA
CREAMERY LANE	19,607	0.450	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY	HOA
HAYLOFT LANE	20,958	0.481	METRO DISTRICT	ACCESS/DRAINAGE/UTILITY	HOA
FARVIEW LANE	4,855	0.111	METRO DISTRICT	ACCESS	HOA
SUBTOTAL	90,335	2.073			

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,

SHEET 5 OF 13



- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- 1 ● RECOVERED NO. 5 REBAR WITH 1-1/4" BLUE PLASTIC CAP STAMPED "LS 38162"
- 2 ● RECOVERED NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 38064"
- 3 ● RECOVERED NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "CITY OF THORNTON LS 20155"
- 4 ● RECOVERED NO.5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC PLS 38158"
- ▲ FOUND SECTION CORNER AS SHOWN HEREON

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO



KEYMAP
N.T.S.

LEGEND

- U.E. = UTILITY EASEMENT
- W.E. = WATER EASEMENT
- X.E. = XCCEL EASEMENT
- G.E. = GAS EASEMENT

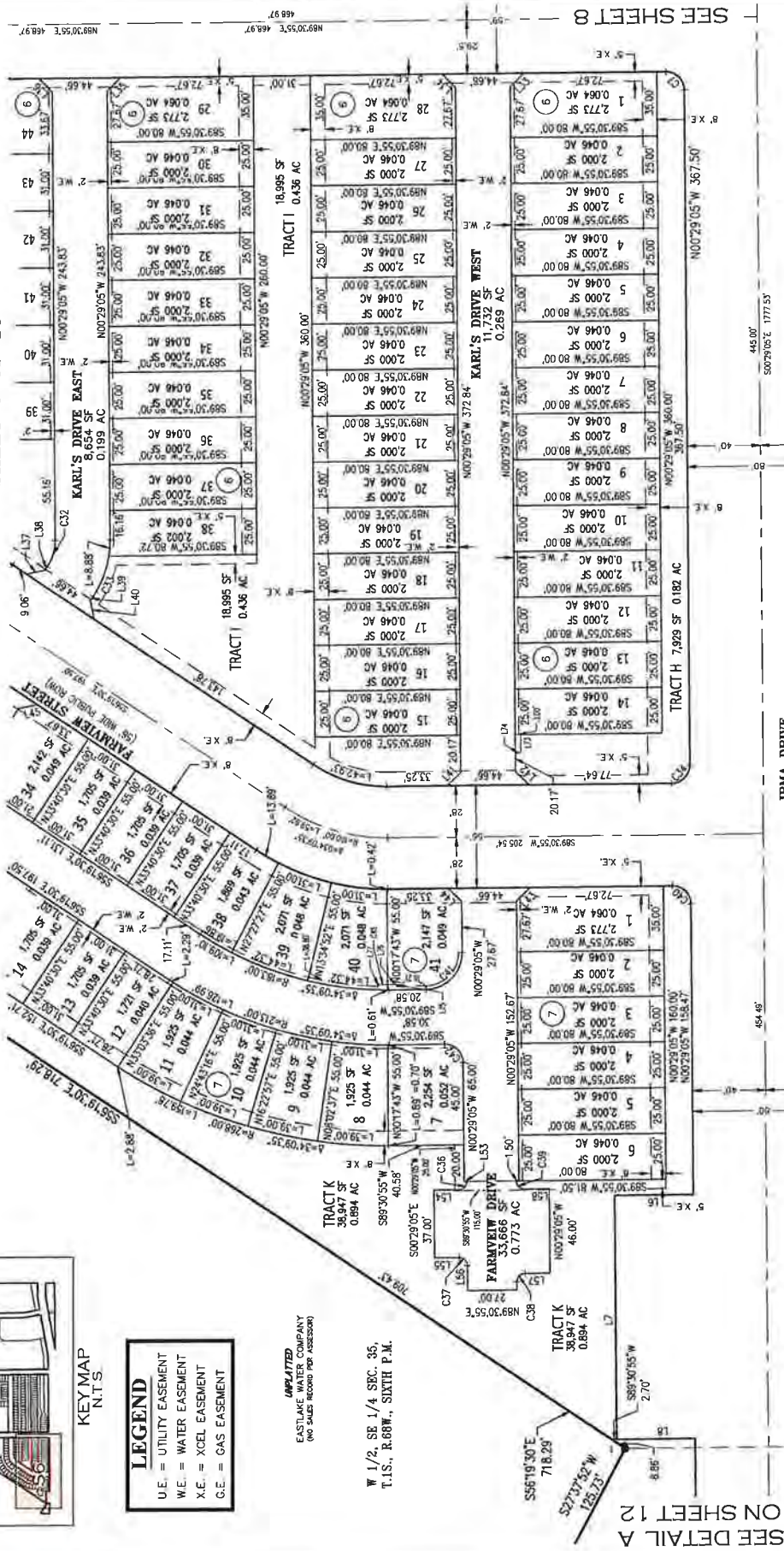
UNPLATTED
EASTLAKE WATER COMPANY
(ON SUEB TRACT FOR ADDRESS)

W 1/2, SE 1/4 SEC. 35,
T.1S., R.68W., SIXTH P.M.

SEE SHEET 7

SHEET 6 OF 13

SEE SHEET 7



SEE DETAIL A
ON SHEET 12

FOR REVIEW

SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

SCALE 1" = 40'

AZTEC
CONSULTANTS, INC.

200 East Shiloh Ave., Suite 1
Northglenn, Colorado 81632
Phone (303) 713-1898
Fax (303) 713-1897
www.aztecconsultants.com

Aztec Proj. No. 2409-44
Drawn By: RDA

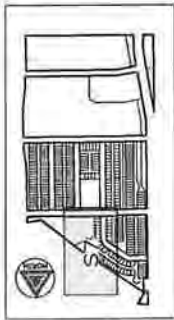
DATE OF PREPARATION: 06-03-2019

SCALE: T = 40

SHEET 6 OF 13

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 7 OF 13



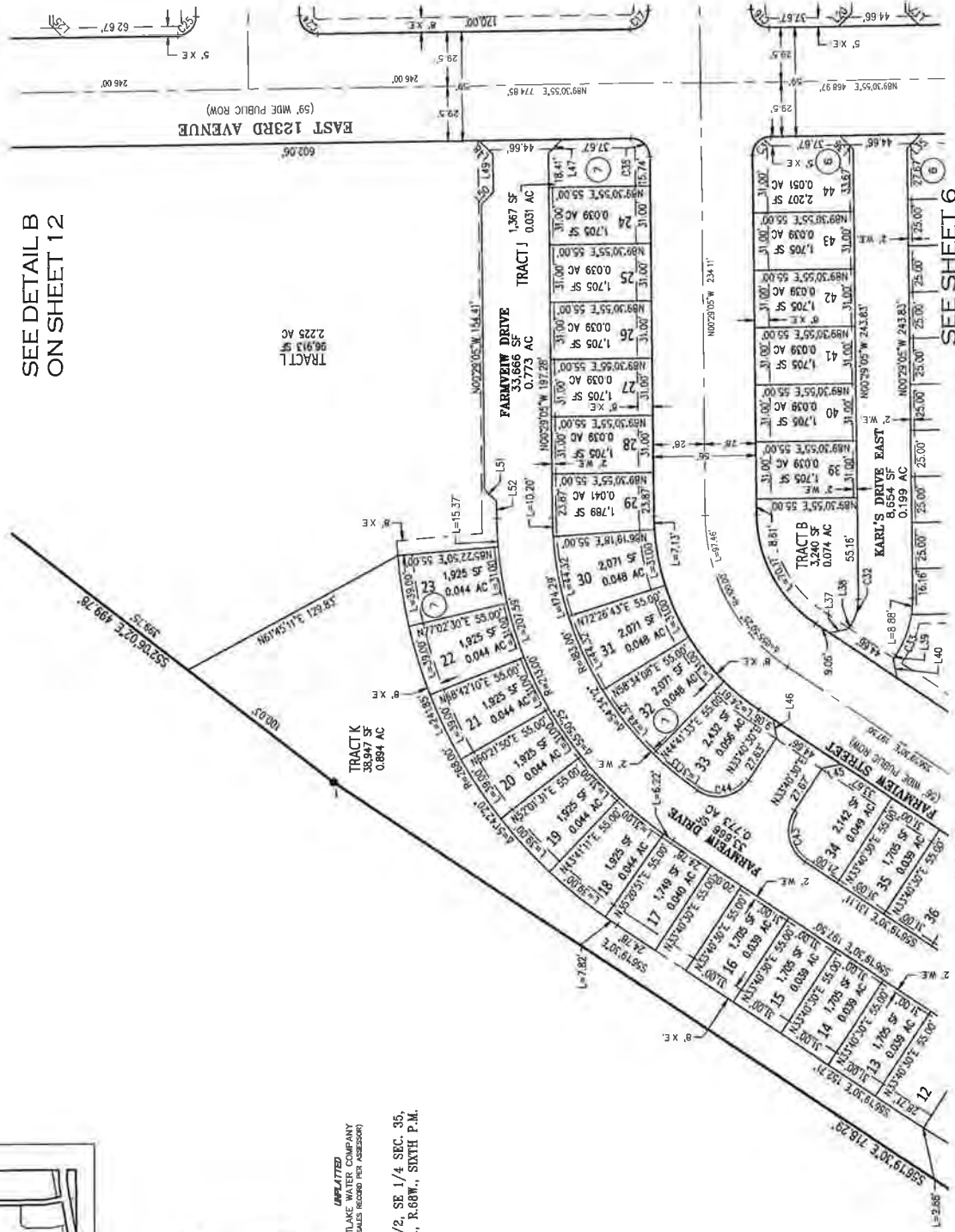
KEY MAP
N.T.S.

LEGEND

U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT
X.E. = XCEL EASEMENT
G.E. = GAS EASEMENT

UNPLATTED
EASTLAKE WATER COMPANY
(BY ORDER OF THE BOARD OF DIRECTORS)

W 1/2, SE 1/4 SEC. 35,
T.1S., R.68W., SIXTH P.M.



SEE DETAIL B
ON SHEET 12

SEE SHEET 9

SEE SHEET 9

SEE SHEET 6

SEE SHEET 6

SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES

AZTEC
CONSULTANTS, INC.
108 East Harvard Ave., Suite 1
Littleton, Colorado 80120
Phone: (303) 733-1122
Fax: (303) 733-1122
www.aztecinc.com
Aztec Proj. No.: 2019-44
Drawn By: RBA

DATE OF PREPARATION:	09-03-2019
SCALE:	T = 40'
SHEET 7 OF 13	

FOR REVIEW

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 8 OF 13



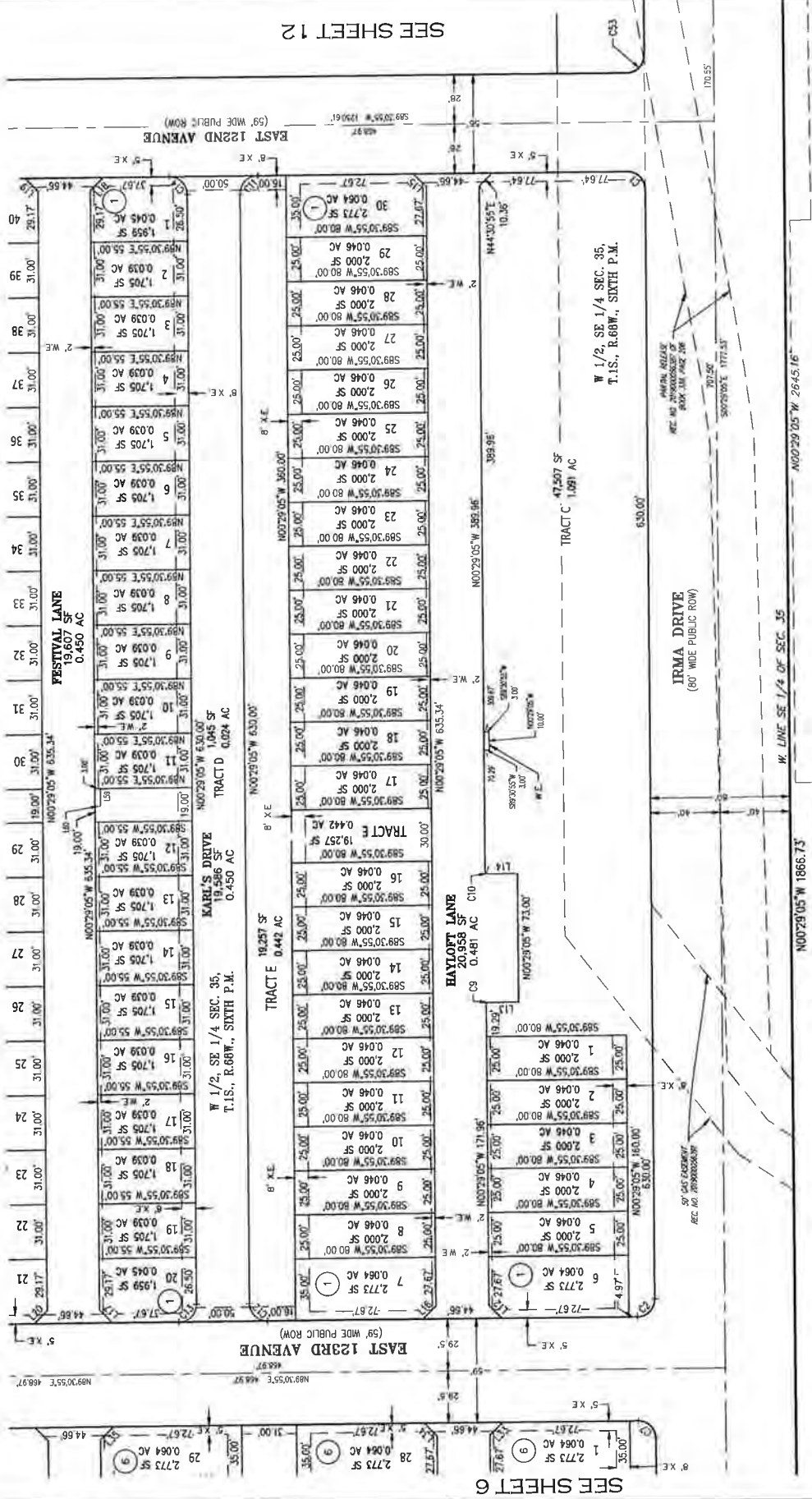
LEGEND
U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT
X.E. = XCEL EASEMENT
G.E. = GAS EASEMENT

KEY MAP
N.T.S.

SEE SHEET 9

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

SEE SHEET 9



SEE SHEET 6

SEE SHEET 12



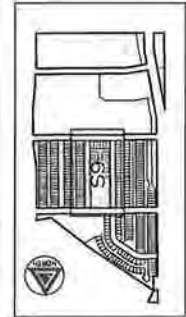
SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES

AZTEC
CONSULTANTS, INC.
AZtec Pros. No. 2409-44
Drawn By: RBA

DATE OF PREPARATION: 09-05-2019
SCALE: T = 40
SHEET 8 OF 13

300 East Main Street, Suite 1
Littleton, Colorado 80120
Phone: (303) 733-1897
Fax: (303) 733-1897
www.aztecconsultants.com



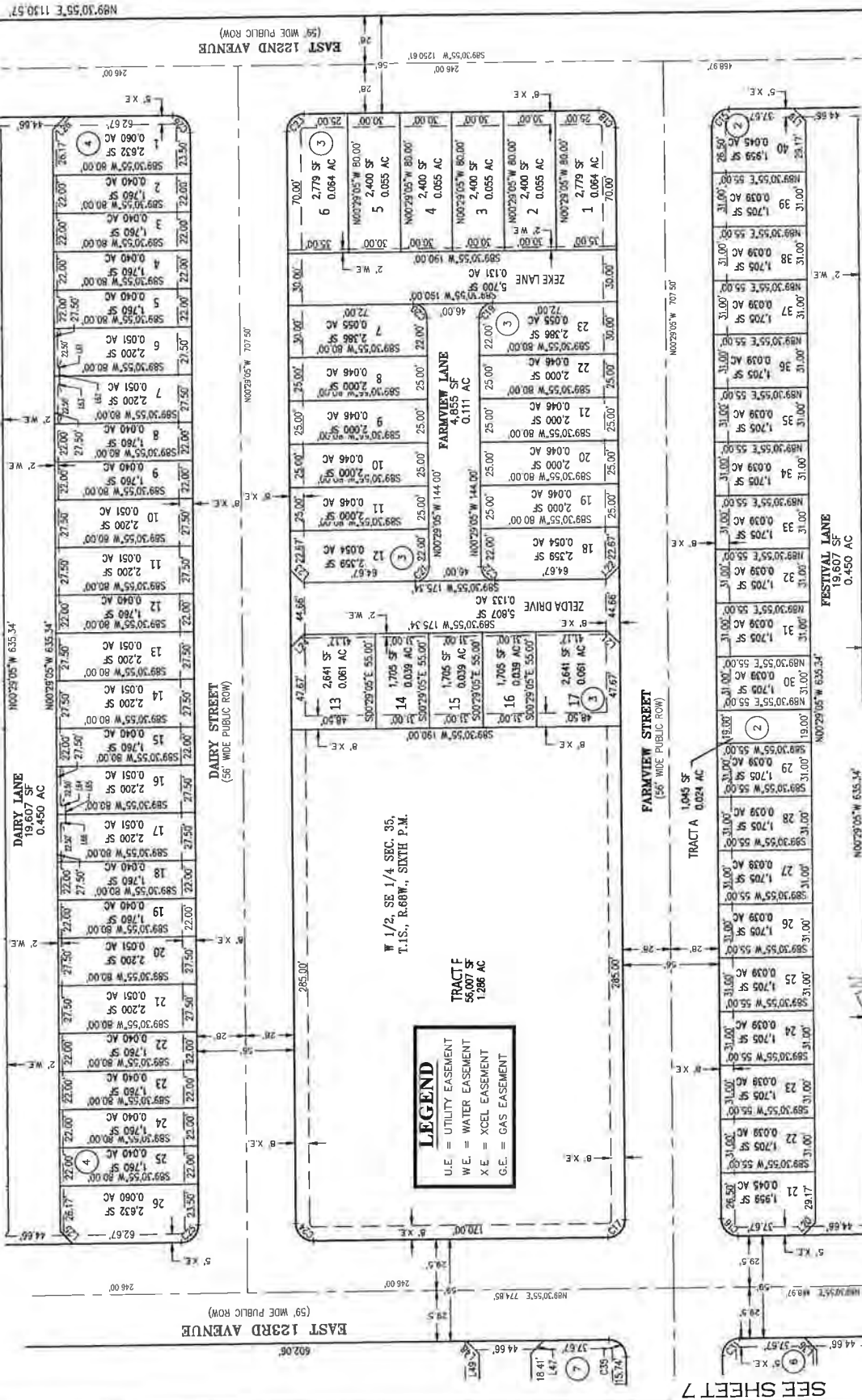
KEYMAP
N.T.S.

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68
WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 9 OF 13

SEE SHEET 10

SEE SHEET 10



SEE SHEET 8

SEE SHEET 8



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

SEE SHEET 5 FOR
MONUMENT LEGEND
AND CURVE TABLES

SEE SHEET 13 FOR LINE

DATE OF
PREPARATION
09-09-2019

SCALE
1" = 40'

SHEET 9 OF 13



Drawn By: RBA

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY
OF ADAMS, STATE OF COLORADO
SHEET 10 OF 13



LEGEND
U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT
X.E. = XCEL EASEMENT
G.E. = GAS EASEMENT

LOT 2
REPLAT OF LOT 2, BENEVOLENT
SOUTHGLENN, CO. 1
REC. NO. 007020

KEYMAP
N.T.S.

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

RACE STREET
A/C AND ADJACENT

500°25'41"E 475.09'

500°25'41"E 1345.02'

500°25'41"E 1345.02'

500°25'41"E 1345.02'

500°25'41"E 1345.02'

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500°25'41"E 1345.02'

500°25'41"E 1345.02'

500°25'41"E 1345.02'

SEE SHEET 12

SEE SHEET 11

SEE SHEET 11

SEE SHEET 9

SEE SHEET 9

SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES

DATE OF PREPARATION: 09-03-2019
SCALE: T - 30
SHEET NO. OF 13
DRAWN BY: RBA

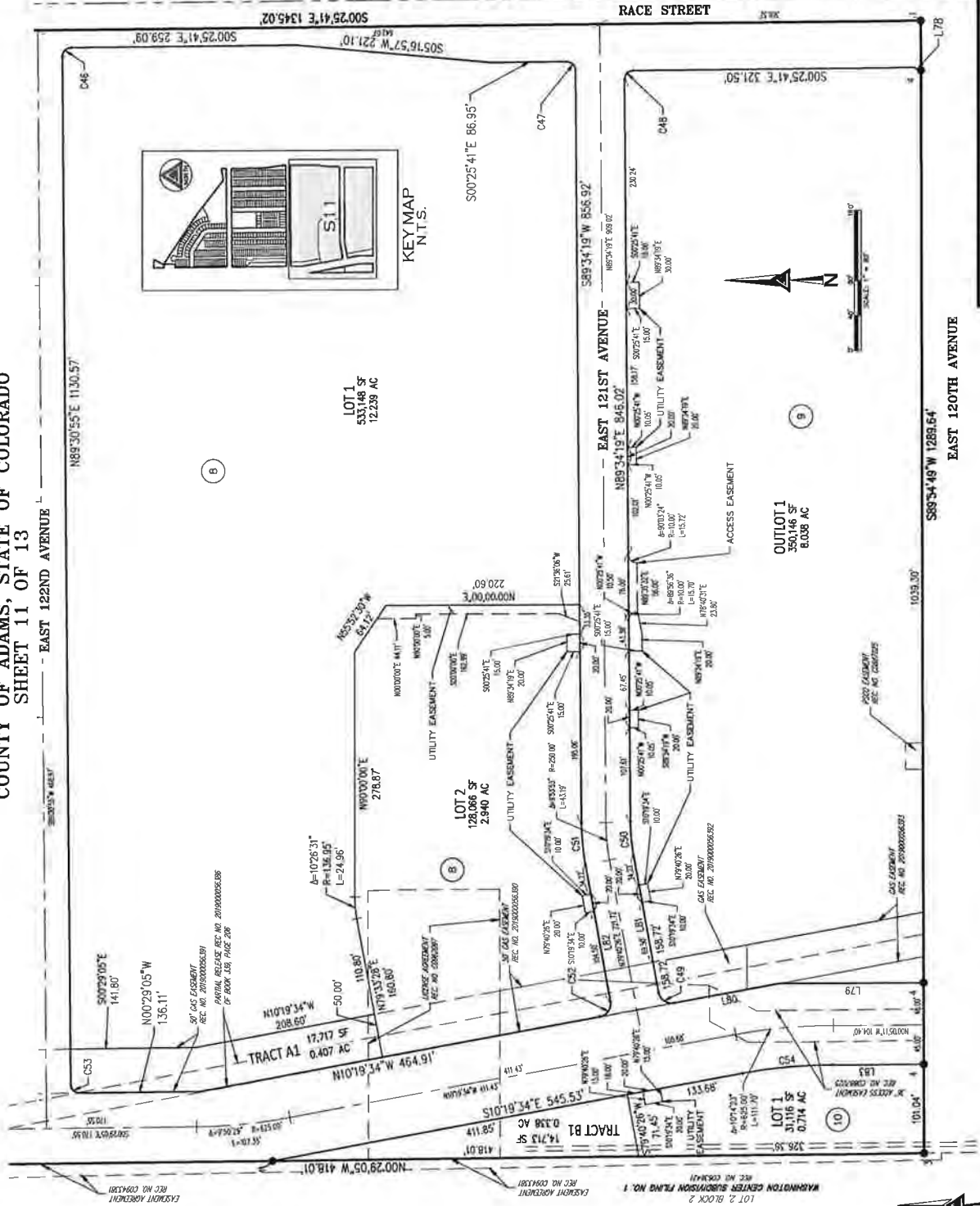
AZTEC
CONSULTANTS, INC.
190 East Main Street, Suite 1
Lincoln, Colorado 80521
Tel: (303) 714-1897
Fax: (303) 714-1897
www.aztecconsultants.com

Atty. Prog. No. 2007-44



KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 11 OF 13



SEE SHEET 5 FOR
MONUMENT LEGEND

SEE SHEET 13 FOR LINE
AND CURVE TABLES

AZTEC
CONSULTANTS, INC.

DATE OF PREPARATION: 09-05-2019
SCALE: 1" = 40'
SHEET 11 OF 13

200 East Vineyard Ave., Suite 1
North Glenn, CA 91643
Phone: (916) 733-1888
Fax: (916) 733-1877
www.aztecinc.com

Drawn By: RBA

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

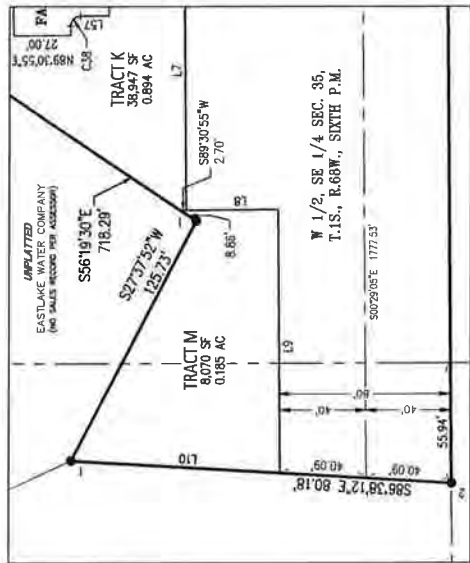
FOR REVIEW

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

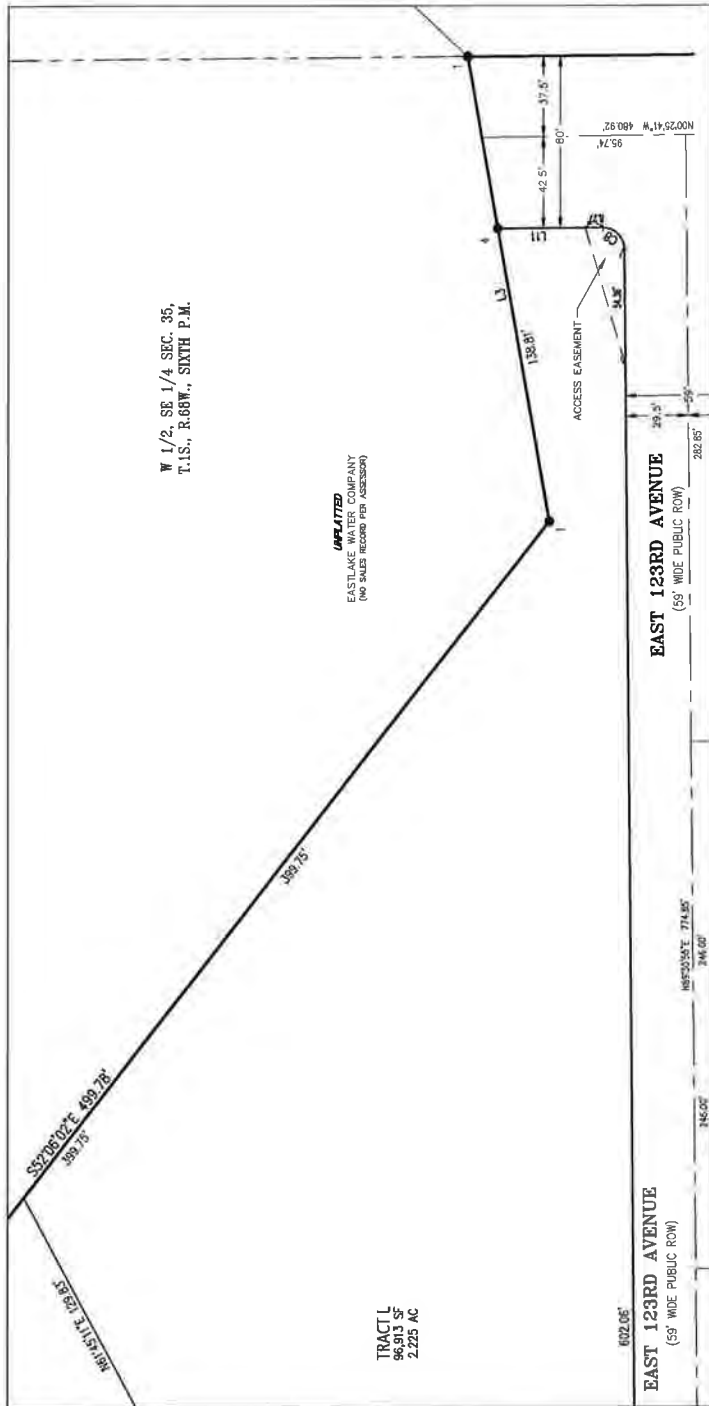
AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,
BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 12 OF 13

SEE SHEET 4 FOR
MONUMENT LEGEND

SEE SHEET 14 FOR LINE
AND CURVE TABLES



DETAIL A
SCALE: 1" = 40'



DETAIL B
SCALE: 1" = 40'

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

	DATE OF PREPARATION	09-03-2009
	SCALE	T = 40'
	SHEET	12 OF 13

200 East Mineral Ave., Suite 2
Littleton, Colorado 80120
Phone (303) 733-1400
Fax (303) 733-1407
www.aztecconsultants.com
Drawn By: RBA

KARL'S FARM FILING NO. 1, AMD. NO. 1 FINAL PLAT

AMENDMENT AND RESTATEMENT OF KARL'S FARM FILING NO. 1,

BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST 1/4 SECTION 35, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 13 OF 13

LINE TABLE		
LINE	BEARING	LENGTH
L1	S86°38'12"E	178.02'
L2	N42°37'52"E	125.73'
L3	N80°00'29"E	219.93'
L4	S89°54'49"W	30.00'
L5	S08°46'54"E	115.21'
L6	N89°30'55"E	43.00'
L7	N00°29'05"W	132.89'
L8	S89°30'55"W	43.00'
L9	N00°29'05"W	122.43'
L10	S86°38'12"E	97.84'
L11	S00°29'41"E	49.13'
L12	S45°29'05"E	10.36'
L13	N89°30'55"E	17.50'
L14	S89°30'55"W	17.50'
L15	S45°29'05"E	10.36'
L16	N44°30'55"E	10.36'
L17	S45°29'05"E	10.36'
L18	N44°30'55"E	10.36'
L19	S45°29'05"E	10.36'
L20	N44°30'55"E	10.36'
L21	S45°29'05"E	10.36'
L22	N44°30'55"E	10.36'
L23	S45°29'05"E	10.36'
L24	N44°30'55"E	10.36'
L25	S45°29'05"E	10.36'
L26	N44°30'55"E	10.36'
L27	S45°29'05"E	10.36'
L28	S44°30'55"W	10.36'
L29	S45°29'05"E	10.36'
L30	S44°30'55"W	10.36'

LINE TABLE		
LINE	BEARING	LENGTH
L31	S45°29'05"E	10.36'
L32	N44°30'55"E	10.36'
L33	N44°30'55"E	10.36'
L34	S45°29'05"E	10.36'
L35	N44°30'55"E	10.36'
L36	S45°29'05"E	10.36'
L37	N78°40'30"E	10.36'
L38	N33°40'30"E	2.57'
L39	N33°40'30"E	2.57'
L40	S11°19'30"E	10.36'
L41	N44°30'55"E	10.36'
L42	S45°29'05"E	10.36'
L43	N44°30'55"E	10.36'
L44	S45°29'05"E	10.36'
L45	N78°40'30"E	10.36'
L46	N11°19'30"W	10.36'
L47	N44°30'55"E	10.36'
L48	S45°29'05"E	10.36'
L49	N00°29'05"W	20.46'
L50	N44°30'55"E	9.19'
L51	N45°29'05"W	9.19'
L52	N00°29'05"W	9.40'
L53	N89°30'55"E	1.50'
L54	S89°30'55"W	13.50'
L55	N89°30'55"E	13.50'
L56	S00°29'05"E	13.50'
L57	N89°30'55"E	13.50'
L58	S89°30'55"W	13.50'
L59	N00°29'05"W	10.00'
L60	N89°30'55"E	3.00'

LINE TABLE		
LINE	BEARING	LENGTH
L61	S89°31'29"W	1.00'
L62	N00°28'31"W	10.00'
L63	N00°28'31"E	1.00'
L64	S89°31'29"E	2.95'
L65	N00°28'31"W	10.00'
L66	N89°31'29"E	2.95'
L67	S89°30'55"W	3.00'
L68	N00°29'05"W	10.00'
L69	N89°30'55"E	3.00'
L70	S89°30'55"W	3.00'
L71	N00°29'05"W	10.00'
L72	N89°30'55"E	3.00'
L73	N00°29'05"W	10.00'
L74	N89°30'55"E	3.00'
L75	S00°29'05"E	1.00'
L76	N89°30'55"E	4.36'
L77	S00°29'05"E	1.00'
L78	S20°50'23"W	9.10'
L79	N00°05'11"W	164.70'
L80	N10°19'34"W	122.97'
L81	N79°40'26"E	158.72'
L82	S79°40'26"W	158.72'
L83	S00°05'11"E	104.40'

CURVE TABLE		
CURVE	DELTA	RADIUS
C1	90°00'00"	10.00'
C2	90°00'00"	10.00'
C3	90°00'00"	10.00'
C4	82°11'3"	665.00'
C5	71°2'50"	585.00'
C6	97°04'58"	10.00'
C7	90°00'00"	10.00'
C8	89°58'38"	10.00'
C9	23°34'41"	2.50'
C10	23°34'41"	2.50'
C11	90°00'00"	10.00'
C12	90°00'00"	10.00'
C13	90°00'00"	10.00'
C14	90°00'00"	10.00'
C15	90°00'00"	10.00'
C16	90°00'00"	10.00'
C17	90°00'00"	10.00'
C18	90°00'00"	10.00'
C19	90°00'00"	8.00'
C20	90°00'00"	8.00'

CURVE TABLE		
CURVE	DELTA	RADIUS
C21	90°00'00"	8.00'
C22	90°00'00"	8.00'
C23	90°00'00"	10.00'
C24	90°00'00"	10.00'
C25	90°00'00"	10.00'
C26	90°00'00"	10.00'
C27	90°00'00"	10.00'
C28	90°00'00"	10.00'
C29	90°00'00"	10.00'
C30	90°00'00"	10.00'
C31	90°00'00"	10.00'
C32	34°08'35"	25.00'
C33	24°54'38"	55.00'
C34	90°00'00"	10.00'
C35	90°00'00"	10.00'
C36	90°00'00"	4.50'
C37	90°00'00"	4.50'
C38	90°00'00"	4.50'
C39	90°00'00"	4.50'
C40	90°00'00"	10.00'

CURVE TABLE		
CURVE	DELTA	RADIUS
C41	90°00'00"	20.00'
C42	90°00'00"	10.00'
C43	90°00'00"	20.00'
C44	91°16'13"	20.00'
C45	1°47'42"	180.00'
C46	90°03'24"	10.00'
C47	81°45'52"	10.00'
C48	90°00'00"	10.00'
C49	90°00'00"	15.00'
C50	95°53'53"	222.00'
C51	95°53'53"	278.00'
C52	90°00'00"	15.00'
C53	90°00'00"	10.00'
C54	107°42'31"	580.00'

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



280 East Harvard Ave., Suite 1
 Northglenn, Colorado 80061-1222
 Phone (303) 714-1800
 Fax (303) 714-1897
www.aztecconsultants.com

DATE OF PREPARATION: 09-03-2019

SCALE: N/A

SHEET 13 OF 13

Drawn By: RBA



Exhibit D

Engineer's Estimate of Probable Cost

Karl's Farm Filing No. 1
Residential Construction Plans

Project No. 1002-86

Prepared for:
Richmond American Homes
4350 S. Monaco Street
Denver, CO 80237

Prepared by:
Innovative Land Consultant, Inc.
12071 Tejon Street, Suite 470
Westminster, CO 80234

Date: 01/09/2020

PHASE 1 - SUMMARY			
DESCRIPTION			TOTAL
Roadway Construction			\$638,273
Water Distribution System			\$321,699
Sanitary Sewer			\$143,178
Drainage Improvements			\$0
Subtotal			\$1,103,150
Contingency 15%			\$165,473
Total			\$1,268,623
PHASE 2 - SUMMARY			
DESCRIPTION			TOTAL
Roadway Construction			\$360,049
Water Distribution System			\$232,523
Sanitary Sewer			\$188,476
Drainage Improvements			\$96,332
Subtotal			\$877,380
Contingency 15%			\$131,607
Total			\$1,008,987
PHASE 3 - SUMMARY			
DESCRIPTION			TOTAL
Roadway Construction			\$284,911
Water Distribution System			\$277,663
Sanitary Sewer			\$151,466
Drainage Improvements			\$0
Subtotal			\$714,040
Contingency 15%			\$107,106
Total			\$821,146
TOTAL PROJECT COST			
Phase 1			\$1,268,623
Phase 2			\$1,008,987
Phase 3			\$821,146
Project Total			\$3,098,756

Please contact Innovative Land at 303.421.4224 with any questions or concerns.

ROADWAY CONSTRUCTION - PHASE 1

[illegible]

Please contact Innovative Land at 303.421.4224 with any questions or concerns.

[illegible]

[illegible]

[illegible]

[illegible]

WATER DISTRIBUTION SYSTEM - PHASE 3

[illegible]

Please contact Innovative Land at 303.421.4224 with any questions or concerns.

[illegible]

[illegible]

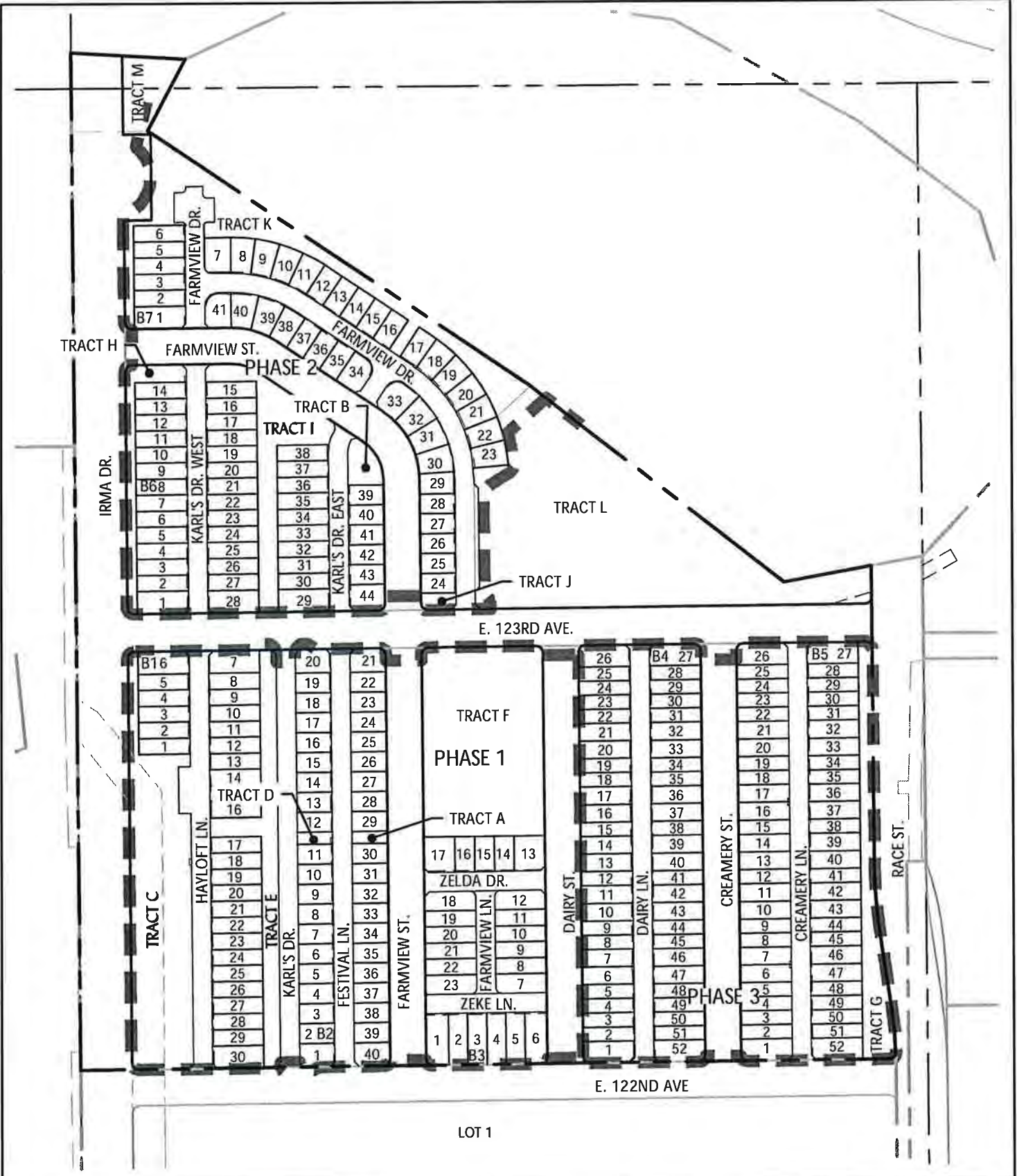
[illegible]

[illegible]

Please contact Innovative Land at 303.421.4224 with any questions or concerns.

EROSION CONTROL - PHASE 1					
ITEM	DESCRIPTION	NO.	UNIT	UNIT PRICE	TOTAL
	INITIAL				\$0
1	Silt Fence	1789.1	LF	\$ 2.00	\$3,578
2	Construction Fence	788.0	LF	\$ 2.00	\$1,576
3	Stabilized Staging Area	1756.0	SY	\$ 2.00	\$3,512
4	Vehicle Tracking Control	1.0	ea	\$ 1,000.00	\$1,000
5	Concrete Washout Area	1.0	ea	\$ 100.00	\$100
6	Sediment Trap (Remove from district improvements)				\$0
					\$0
	INTERIM				\$0
7	Remove Construction Fence	219.0			\$0
8	Remove Silt Fence	179.0			\$0
9	Remove Sediment Control Log	237.0			\$0
10	Diversion Ditch (< 10 CF/s)	3434.5	LF	\$ 1.60	\$5,495
11	Sediment Trap	7.0	ea	\$ 600.00	\$4,200
12	Sediment Control Log	1970.6	LF	\$ 2.00	\$3,941
					\$0
	FINAL				\$0
13	Remove all remaining BMP				\$0
14	Surface Roughening	7.3	AC	\$ 600.00	\$4,374
15	Seeding & Mulching (<10 acre)	7.3	AC	\$ 2,500.00	\$18,225
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
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					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Subtotal					\$46,002
Contingency					\$0
Total					\$46,002

[illegible]



Innovative Land Consultants, Inc.

Karl's Farm Filing No.1 Residential Construction Plans Cost Exhibit

Prepared By: XWL
Approved By: TRH

Horiz. Scale: 1" = 200'
Vert. Scale: N/A

Sheet: 1 of 1
Date: 01/09/2020

Job No.: 1002-86

EXHIBIT E
LETTER OF CREDIT FORM

(attached)

ATTACHMENT TO APPLICATION FOR STANDBY LETTER OF CREDIT
APPLICANT: RICHMOND AMERICAN HOMES OF COLORADO, INC.
LETTER OF CREDIT WHEN ISSUED IS TO BE WORDED AS FOLLOWS:

DATE: [of issuance]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

IN FAVOR OF BENEFICIARY:
CITY OF NORTHGLENN, COLORADO
11701 COMMUNITY CENTER DRIVE
NORTHGLENN, COLORADO 80233

FOR ACCOUNT OF (APPLICANT):
RICHMOND AMERICAN HOMES
OF COLORADO, INC
4350 SOUTH MONACO STREET
DENVER, COLORADO 80237

AMOUNT: USD _____
(_____ THOUSAND AND 00/100 U.S. DOLLARS)

DATE AND PLACE OF EXPIRY: _____ AT 3:00 PM IN MONTEREY PARK, CALIFORNIA AT
OUR ABOVE ADDRESS

LADIES AND GENTLEMEN:

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT (THE "LETTER OF CREDIT")
IN FAVOR OF CITY OF NORTHGLENN, COLORADO (THE "BENEFICIARY"), WHICH IS AVAILABLE BY
PAYMENT AGAINST DRAFTS DRAWN AT SIGHT ON BANK OF THE WEST, BEARING THE CLAUSE:
"DRAWN UNDER BANK OF THE WEST IRREVOCABLE STANDBY LETTER OF CREDIT NO.
_____ " ACCOMPANIED BY THE FOLLOWING:

A NOTARIZED STATEMENT SIGNED BY AN INDIVIDUAL PURPORTED TO BE AN AUTHORIZED
OFFICIAL OF CITY OF NORTHGLENN, COLORADO ("BENEFICIARY") READING AS FOLLOWS:

1. "CITY OF NORTHGLENN, COLORADO ("BENEFICIARY") HEREBY CERTIFIES THAT:
RICHMOND AMERICAN HOMES OF COLORADO, INC., A DELAWARE CORPORATION
("APPLICANT") HAS NOT SATISFACTORILY COMPLETED THE IMPROVEMENTS REQUIRED
BY THAT CERTAIN CITY OF NORTHGLENN SUBDIVISION IMPROVEMENT AGREEMENT –
FINAL PLAT FOR KARL'S FARM, DATED _____, BY AND BETWEEN
BENEFICIARY AND APPLICANT, FOR PROPERTY LOCATED IN THE CITY OF NORTHGLENN,
COUNTY OF ADAMS, STATE OF COLORADO."

OR

2. "CITY OF NORTHGLENN, COLORADO ("BENEFICIARY") HEREBY CERTIFIES THAT
BENEFICIARY HAS RECEIVED NOTICE OF NON-EXTENSION FROM THE ISSUER AND THE
LETTER OF CREDIT IS DUE TO EXPIRE WITHIN THIRTY (30) DAYS AND RICHMOND
AMERICAN HOMES OF COLORADO, INC., A DELAWARE CORPORATION ("APPLICANT") HAS
NEITHER REPLACED THE LETTER OF CREDIT NOR CAUSED THE EXPIRY DATE TO BE
EXTENDED IN ACCORDANCE WITH THE REQUIREMENTS OF THAT CERTAIN CITY OF
NORTHGLENN SUBDIVISION IMPROVEMENT AGREEMENT – FINAL PLAT FOR KARL'S
FARM, DATED _____, BY AND BETWEEN BENEFICIARY AND APPLICANT, FOR
PROPERTY LOCATED IN THE CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF
COLORADO."

YOUR SIGHT DRAFT WILL BE HONORED BY PAYMENT TO YOU OF THE DRAFT AMOUNT IN
IMMEDIATELY AVAILABLE FUNDS.

PARTIAL DRAWS ARE PERMITTED.

LETTER OF CREDIT NO. _____

DATE: [ISSUANCE DATE]

THIS LETTER OF CREDIT IS NOT ASSIGNABLE OR TRANSFERABLE.

THIS LETTER OF CREDIT SHALL REMAIN IN FORCE UNTIL THE EXPIRATION DATE SPECIFIED ABOVE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING TO YOU. SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT OR INSTRUMENT REFERRED OR RELATED TO HEREIN AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY SUCH DOCUMENT OR INSTRUMENT.

IF CANCELLATION OF THIS LETTER OF CREDIT IS REQUIRED BEFORE THE EXPIRATION DATE HEREIN AS EXTENDED FROM TIME TO TIME, THE ORIGINAL OF THIS LETTER OF CREDIT MUST BE RETURNED TO US ACCOMPANIED BY THE BENEFICIARY'S LETTER REQUESTING CANCELLATION IN THE FORM ATTACHED HERETO AS ATTACHMENT "A."

THE AMOUNT OF THIS LETTER OF CREDIT SHALL BE REDUCED UPON RECEIPT BY ISSUER FROM BENEFICIARY OF A FULLY EXECUTED REDUCTION CERTIFICATE (THE "CERTIFICATE") IN THE FORM ATTACHED HERETO AS ATTACHMENT "A" AND INCORPORATED HEREIN BY THIS REFERENCE. UPON RECEIPT BY ISSUER OF SUCH CERTIFICATE, THE AMOUNT OF THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY REDUCED IN THE AMOUNT OF THE CERTIFICATE WITHOUT AMENDMENT IN ACCORDANCE THEREWITH.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT ~~AMENDMENT~~ FOR ONE (1) YEAR FROM ~~THE PRESENT~~ OR ANY FUTURE EXPIRATION DATE ~~HEREOF~~, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH DATE, WE SEND NOTICE TO YOU IN WRITING BY REGISTERED MAIL, CERTIFIED MAIL, OR OVERNIGHT COURIER SERVICE, AT THE ABOVE ADDRESS, ~~THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.~~

WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF DOCUMENTS AS SPECIFIED HEREIN, IF PRESENTED ON OR BEFORE THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

WE CONSIDER THIS LETTER OF CREDIT TO BE IRREVOCABLE AND UNCONDITIONAL (EXCEPT FOR THE CONDITIONS AS EXPRESSLY STATED HEREIN) UNDER THE TERMS MENTIONED ABOVE.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF COLORADO, AND, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE - PUBLICATION NO. 600, AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF COLORADO WILL CONTROL, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO BANK OF THE WEST, GLOBAL TRADE SERVICES, 1977 SATURN ST., MAIL SORT SC-MPK-02-G, MONTEREY PARK, CA 91755, ATTN: STANDBY TEAM 2, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT US AT 323-727-6339, OR 323-727-6340, AND HAVE THIS LETTER OF CREDIT NUMBER AVAILABLE.

AUTHORIZED SIGNATURE
BANK OF THE WEST

AUTHORIZED SIGNATURE
BANK OF THE WEST

ATTACHMENT "A"

LETTER OF CREDIT NO. _____

DATE: [ISSUANCE DATE]

ATTACHMENT "A"
TO
BANK OF THE WEST
IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

BENEFICIARY'S REDUCTION/CANCELLATION CERTIFICATE

DATE: _____

BANK OF THE WEST
GLOBAL TRADE SERVICES
1977 SATURN STREET
MAIL SORT SC-MPK-02-G
MONTEREY PARK, CALIFORNIA 91755
ATTN: STANDBY TEAM 2

RE: LETTER OF CREDIT NO. _____

WE REQUEST THAT THE FOLLOWING ACTION(S) BE TAKEN AS EVIDENCED BY OUR INITIALS AND SIGNATURE BELOW:

PLEASE INITIAL:

_____ REDUCE THE AMOUNT FROM \$ _____ TO \$ _____

_____ CANCEL THIS LETTER OF CREDIT EFFECTIVE IMMEDIATELY. ENCLOSED
HEREWITH ARE THE ORIGINAL LETTER OF CREDIT DOCUMENTS,
INCLUDING THE AMENDMENTS THERETO.

CITY OF NORTHGLENN, COLORADO

BY: _____
NAME: _____
TITLE: _____

**AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND KARL'S FARM
METROPOLITAN DISTRICT NO. 2, REGARDING THE DESIGN AND
CONSTRUCTION OF PORTIONS OF 120TH AVENUE**

The following Agreement is made on this 24th day of February, 201~~9~~²⁰, between the City of Northglenn (the "City") and Karl's Farm Metropolitan District No. 2 (the "District") regarding the design, construction and construction management of portions of 120th Avenue. The City and the District are collectively referred to as the "Parties."

WHEREAS, the City and the District desire to share in the costs of the design, construction and construction management of certain roadway improvements to 120th Avenue that serves both the Karl's Farm development and serves the City generally, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Roadway Improvements" or the "Project"), based on the Parties' agreed upon proportionate share of the design and construction cost, taking into account the impact on the roadway system necessitated by the Karl's Farm development proposed development;

WHEREAS, the total project cost for the design, construction and construction management of the Roadway Improvements has been estimated at the cost of Nine Million, One Hundred Twelve Thousand, One Hundred Fifty Dollars and fifty-three cents (\$9,112,150.53), plus a Two Million Four Hundred Fifty Five Thousand, Nine Hundred Eighty-three Dollars and fifty cents (\$2,455,983.50) contingency for a total of Eleven Million, Five Hundred Sixty Eight Thousand, One Hundred Thirty-Four Dollars and three cents (\$11,568,134.03); and

WHEREAS, the Parties desire to fund the design, construction and construction management of the Roadway Improvements as more particularly described in this Agreement.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and District hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Agreement, and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Section.

2. Contribution by the Parties to the Cost of Design, Construction and Construction Management.

A. The Parties shall contribute the total amount of Eleven Million, Five Hundred Sixty Eight Thousand, One Hundred Thirty-Four Dollars and three cents (\$11,568,134.03) in the proportionate amounts of Nine Million, Two Hundred Eighty-One Thousand, Twenty-Nine Dollars and two cents (\$9,281,029.02), reflecting an 80.22% share contribution by the City and Two Million, Two Hundred Eighty-Seven Thousand, One Hundred and Five Dollars (\$2,287,105.01), reflecting a 19.77% contribution by the District (the "Funding Allocation") to the cost of design, construction and construction management of the Roadway Improvements.

- B. The Parties shall each contribute the amounts set forth above to a Special Account created by the City for the sole purpose of funding the design, construction and construction management of the Roadway Improvements (the "Special Account"). Such amounts shall be paid into the Special Account prior to the City expending, or agreeing to spend, any funds on the design, construction and construction management of the Roadway Improvements. On or before March 31, 2020, the City will provide formal notice of the amount due under this Agreement, and the Parties shall remit the amounts due to the Special Account no later than thirty (30) calendar days after receiving formal notice from the City that the City has received an acceptable bid in order for the City to accept a bid for the design, construction and/or construction management of the Roadway Improvements. The City agrees to provide copies of the bids received to the District for review and approval together with notice of which bid the City intends to accept. The City may elect to bid the design services separately from the construction and construction management, or may elect to bid the Roadway Improvements as a form of design bid contract. If the City elects to bid the design services separately, the process set forth in this Agreement for the Funding Allocation and the creation of the Special Account shall be created to allow for two special accounts: one for design, and for construction and construction management. However, if the City determines to bid the Project as a design bid contract, only one special account shall be created for the Project in accordance with this Agreement. If the District does not object to a proposed bid within five (5) days following receipt of the same, it shall be deemed that the District has approved the same and thereafter, the City agrees to accept a bid and award the design, construction and management agreement or agreements within ten (10) days following District's approval or deemed approval of the bid or bids and full funding of the Special Account.
- C. The City shall not enter into any contract for the design, construction and/or construction management of the Roadway Improvements until the City, at its sole discretion, determines that it has sufficient funding within the Special Account to contract for the total cost of design, construction and construction management of the Roadway Improvements.
- D. In the event the Parties, collectively or individually, do not make the contributions necessary to cause the Roadway Improvements to be completed, the City shall have the sole discretion to terminate the Roadway Improvements Project, and return the funds in the Special Account to the Parties in the same proportion in which they were received. The District hereto further waives any right to seek recovery of any funds actually paid by the City to others to pay for costs of the Roadway Improvements as set forth herein.
- E. Following full funding of the Special Account and award of a contract for the design, construction and management contract for the Roadway Improvements, any change orders that would increase the cost thereof by more than 10% must be approved by the City and District. Prior to issuing any change orders that increase



the cost of the Roadway Improvements, such cost increase must be funded by the Parties in the same proportions as set forth in Section 2A above. The City agrees to provide the District with copies of invoices from the contractor as well as monthly status updates on the schedule of design and construction and the completion of such components of the Project.

- F. Upon completion of the Project, which shall be triggered by the Final Settlement by the City in accordance with the provisions of C.R.S. § 38-26-107, the City shall, within thirty (30) days thereafter, return funds, if any, remaining in the special account to the Parties in the same proportion in which they were received.

3. Design, Construction and Construction Management of the Roadway Improvements. The City shall contract for, manage, and cause the design, construction, and construction management of the Roadway Improvements. The City shall utilize the contracting procedures set forth in the Northglenn Municipal Code for the design, construction and on-site construction management of the Roadway Improvements. The City agrees to spend the amounts more particularly described in this Agreement that are received from the District for the design, construction and construction management of the Roadway Improvements. Subject to *force majeure*, the City agrees that construction shall be completed no later than eighteen (18) months after the City issues a Notice to Proceed to the Contractor, provided that the District has placed its contributions in the Special Account. Provided that the District has complied with the provisions of this Agreement, the City shall not withhold building permits or certificates of occupancy for any portion of the Karl's Farm development that has otherwise received the necessary land use approvals.

5. Miscellaneous.

- A. The City and the District are separate, independent entities and shall maintain such status throughout.
- B. It is understood and agreed that this Agreement is intended to facilitate cooperation between the City and the District regarding the design construction and construction management of the Roadway Improvements, but nothing in this Agreement shall be construed to establish a separate legal entity and, except as set forth herein, this Agreement does not authorize any Party to act for another for any other purpose whatsoever.
- C. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand-delivered, sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the City and the District. Such notice shall be deemed to have been given when deposited in the United States mail.

- D. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the City and the District and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- E. Integration and Amendment. This Agreement represents the entire agreement between the City and the District with regard to the subject matter of this agreement and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the City and the District. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- F. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.
- G. Venue. Venue for any actions under this contract shall be in Adams County, Colorado.
- H. Force Majeure. Subject to the following provisions, time is of the essence. Any delays in or failure of performance by either the City or the District of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, earthquake, strikes, labor disputes, regulation or order of civil or military authorities, or other causes, similar or dissimilar, which are beyond the control of the City or the District.

IN WITNESS WHEREOF, the City and District have caused this Agreement to be executed as of the day and year first above written.

CITY OF NORTHGLENN, COLORADO

By: 
Meredith Leighty, Mayor

ATTEST:


Johanna Small, CMC, City Clerk

KARL'S FARM METROPOLITAN DISTRICT
NO. 2

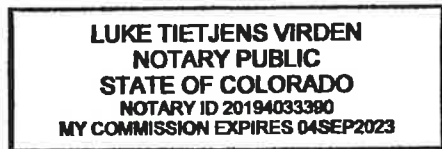

By: Daniel Frank
Its: VP

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
21 day of JANUARY, 2020, by DANIEL FRANK, as the VP of Karl's
Farm Metropolitan District No. 2.

My commission expires: 04SEP2023

(S E A L)





Notary Public

EXHIBIT A

120th AVE DESIGN & CONSTRUCTION COSTS

Construction Cost	\$9,112,150.53
Contingnency	\$2,455,983.50
Total	\$11,568,134.03

Shared Cost Allocation	
City 80.22%	\$9,281,029.03
District 19.77%	\$2,287,105.00
Total	\$11,568,134.03

EXHIBIT C

2021 Budgets

KARL'S FARM METROPOLITAN DISTRICT NO. 1
2021
BUDGET MESSAGE

Attached please find a copy of the adopted 2021 budget for the Karl's Farm Metropolitan District No. 1.

The Karl's Farm Metropolitan District No. 1 has adopted budgets for one fund, a General Fund to provide for operating and maintenance expenditures.

The District's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications and public hearing.

The primary sources of revenue for the District in 2021 will be transfers from Karl's Farm Metropolitan District No. 2 and 3. The District does not intend to impose a mill levy on property within the District for 2021.

Karls Farms Metropolitan District No. 1
Adopted Budget
General Fund
For the Year ended December 31, 2021

	Actual <u>2019</u>	Adopted Budget <u>2020</u>	Actual <u>6/30/2020</u>	Estimate <u>2020</u>	Adopted Budget <u>2021</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	-	-	-	-	-
Specific ownership taxes	-	-	-	-	-
Transfer from District 2 & 3	-	-	-	-	99,882
Developer advances	-	50,000	80,384	100,978	-
Total revenues	-	50,000	80,384	100,978	99,882
Total funds available	-	50,000	80,384	100,978	99,882
Expenditures:					
Accounting / audit	-	2,500	3,452	10,356	15,000
Election	-	5,000	-	-	-
Engineering	-	10,000	13,122	13,122	15,000
Insurance/ SDA Dues	-	2,500	-	2,500	3,500
Legal	-	10,000	63,810	75,000	25,000
Management	-	1,500	-	-	1,500
Miscellaneous	-	2,000	-	-	5,000
Treasurer's Fees	-	-	-	-	-
Contingency	-	16,500	-	-	34,882
Emergency Reserve	-	-	-	-	-
Total expenditures	-	50,000	80,384	100,978	99,882
Ending fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Assessed valuation		\$ 385,580			\$ 162,150
Mill Levy		-			-

KARL'S FARM METROPOLITAN DISTRICT NO. 2
2021
BUDGET MESSAGE

Attached please find a copy of the adopted 2021 budget for the Karl's Farm Metropolitan District No. 2.

The Karl's Farm Metropolitan District No. 2 has adopted budgets for three funds, a General Fund to provide for transfer to Karl's Farm Metropolitan District No. 1; a Capital Projects Fund to provide for the improvements that are to be built for the benefit of the District and a Debt Service Fund to account for the repayment of principal and interest on the outstanding general obligation bonds.

The District's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications and public hearing.

The primary sources of revenue for the District in 2021 will be property taxes and developer advances. The District intends to impose a 65.664 mill levy on property within the District for 2021, of which 10.000 mills are dedicated to the General Fund and the balance of 55.664 mills will be allocated to the Debt Service Fund.

Karls Farms Metropolitan District No. 2
Adopted Budget
General Fund
For the Year ended December 31, 2021

	<u>Actual 2019</u>	<u>Adopted Budget 2020</u>	<u>Actual 6/30/2020</u>	<u>Estimate 2020</u>	<u>Adopted Budget 2021</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	-	-	-	-	1,877
Specific ownership taxes	-	-	-	-	94
Developer advances	-	50,000	-	-	48,029
Total revenues	-	50,000	-	-	50,000
Total funds available	-	50,000	-	-	50,000
Expenditures:					
Accounting / audit	-	2,500	-	-	-
Election	-	5,000	-	-	-
Engineering	-	10,000	-	-	-
Insurance/ SDA Dues	-	2,500	-	-	-
Legal	-	10,000	-	-	-
Management	-	1,500	-	-	-
Miscellaneous	-	2,000	-	-	-
Treasurer's Fees	-	-	-	-	28
Transfer to District 1	-	-	-	-	49,941
Contingency	-	16,500	-	-	30
Emergency Reserve	-	-	-	-	1
Total expenditures	-	50,000	-	-	50,000
Ending fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Assessed valuation		\$ 385,580			\$ 187,650
Mill Levy		-			10.000

Karls Farms Metropolitan District No. 2
Adopted Budget
Capital Projects Fund
For the Year ended December 31, 2021

	<u>Actual 2019</u>	<u>Adopted Budget 2020</u>	<u>Actual 6/30/2020</u>	<u>Estimate 2020</u>	<u>Adopted Budget 2021</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$3,412,669
Revenues:					
Bond proceeds	.	-	15,920,000	15,920,000	-
Total revenues	-	-	15,920,000	15,920,000	-
Total funds available	-	-	15,920,000	15,920,000	3,412,669
Expenditures:					
Cost of issuance	-	-	693,400	693,400	-
Capital outlay	-	-	-	7,592,431	3,412,669
Transfer to debt service	-	-	4,221,500	4,221,500	-
Total expenditures	-	-	4,914,900	12,507,331	3,412,669
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$11,005,100</u>	<u>\$3,412,669</u>	<u>\$ -</u>

Karls Farms Metropolitan District No. 2
Adopted Budget
Debt Service Fund
For the Year ended December 31, 2021

	Actual <u>2019</u>	Adopted Budget <u>2020</u>	Actual <u>6/30/2020</u>	Estimate <u>2020</u>	Adopted Budget <u>2021</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$3,918,612
Revenues:					
Property taxes	-	-	-	-	10,445
Specific ownership taxes	-	-	-	-	522
Transfer from capital projects	-	-	4,221,500	4,221,500	-
Total revenues	-	-	4,221,500	4,221,500	10,967
Total funds available	-	-	4,221,500	4,221,500	3,929,579
Expenditures:					
Bond interest payment	-	-	-	302,888	886,500
Bond principal payment	-	-	-	-	-
Trustee fees	-	-	-	-	4,000
Treasurer's Fees	-	-	-	-	157
Total expenditures	-	-	-	302,888	890,657
Ending fund balance	\$ -	\$ -	\$ 4,221,500	\$3,918,612	\$3,038,922
Assessed valuation		\$ 385,580			\$ 187,650
Mill Levy		0.000			55.664
Total Mill Levy		0.000			65.664

KARL'S FARM METROPOLITAN DISTRICT NO. 3
2021
BUDGET MESSAGE

Attached please find a copy of the adopted 2021 budget for the Karl's Farm Metropolitan District No. 3.

The Karl's Farm Metropolitan District No. 3 has adopted budgets for one fund, a General Fund to provide for operating and maintenance expenditures.

The District's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications and public hearing.

The primary sources of revenue for the District in 2021 will be property taxes and developer advances. The District intends to impose a 10.000 mill levy on property within the District for 2021.

Karls Farms Metropolitan District No. 3
Adopted Budget
General Fund
For the Year ended December 31, 2021

	<u>Actual 2019</u>	<u>Adopted Budget 2020</u>	<u>Actual 6/30/2020</u>	<u>Estimate 2020</u>	<u>Adopted Budget 2021</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	-	-	-	-	3,601
Specific ownership taxes	-	-	-	-	180
Developer advances	-	50,000	-	-	46,219
Total revenues	-	50,000	-	-	50,000
Total funds available	-	50,000	-	-	50,000
Expenditures:					
Accounting / audit	-	2,500	-	-	-
Election	-	5,000	-	-	-
Engineering	-	10,000	-	-	-
Insurance/ SDA Dues	-	2,500	-	-	-
Legal	-	10,000	-	-	-
Management	-	1,500	-	-	-
Miscellaneous	-	2,000	-	-	-
Treasurer's Fees	-	-	-	-	54
Transfer to District 1	-	-	-	-	49,941
Contingency	-	16,500	-	-	4
Emergency Reserve	-	-	-	-	1
Total expenditures	-	50,000	-	-	50,000
Ending fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Assessed valuation		\$ 385,580			\$ 360,120
Mill Levy		-			10.000