



Town Board of Trustees

Tuesday, November 28, 2023 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.
THANK YOU.**

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/84285000718>

Meeting ID: 842 8500 0718

Passcode: 677682

One tap mobile

+16699006833

2. Call to Order

Royce D. Pindell, Mayor

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

5. Consent Agenda

Royce D. Pindell, Mayor

a. November 14, 2023 Regular Meeting Minutes

Attachments:

- **November 14, 2023 Regular Meeting Minutes** (11-14-2023_-_Draft_Minutes.pdf)

Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees Meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the

agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Action/Discussion Items

a. First Amendment to the Subdivision Agreement for Bennett Ranch Filing No. 1

Resolution No. 991-23 - A Resolution Approving the First Amendment to the Subdivision Agreement for Bennett Ranch Filing No. 1

Steve Hebert, Planning Manager

Attachments:

- **Staff Report First Amendment to the Subdivision Agreement for Bennett Ranch Filing No. 1** (0_-_BennettRanch_F1_SA_Amnd1_BoT_StffRpt_FINALv2.pdf)
- **PowerPoint Presentation** (1-BennettRanchSA_Amnd1_BoardPresentation_11_28_23.pdf)
- **Original Bennett Ranch Filing No. 1 Subdivision Agreement** (2-BennettRanch_SubdivisionAgrmnt_Filing1_Recorded__1_.pdf)
- **First Amendment to the Subdivision Agreement for Bennett Ranch Filing No. 1** (3-DENVER01-_2975538-v2-Bennett_Ranch_F1_-_First_Amendment_to_SA_FINAL__1_.pdf)
- **Resolution No. 991-23 - A Resolution Approving the First Amendment to the Subdivision Agreement for Bennett Ranch Filing No. 1** (4-Bennett_Ranch_SA_1st_Am_Reso_-_991-23.pdf)
- **Suggested Motion** (suggested_motion.pdf)

7. Public Hearing

a. Case No. PZ2023-0029 Penrith Road ROW Vacation

Ordinance No. 776-23 - An Ordinance Vacating a Portion of the Penrith Road Right-Of-Way

Steven Hoese, Planning Manager

Attachments:

- **Public Hearing Script** (Public_Hearing_Script.PC.pdf)
- **Staff Report Case No. PZ2023-0029 Penrith Road ROW Vacation** (0-Penrith_Rd_Vacation_Staff_Report_word.pdf)
- **PowerPoint Presentation** (1-Penrith_Rd_Vacation_PP.pdf)
- **Letter of Intent/Narrative** (2-Letter_of_Intent_11.3.23_with_Written_Consent.pdf)
- **Right-Of-Way Vacation Survey Exhibit A** (3-PENRITH_VACATION_EXHIBIT_A.pdf)
- **Penrith Park Amendment #2** (4-Penrith_Park_Amendment__2.pdf)
- **Ordinance No. 776-23 - An Ordinance Vacating a Portion of the Penrith Road Right-Of-Way** (Draft_Ord_vacating_portions_of_Penrith_Rd_ROW-10.10.23_ch.pdf)
- **Suggested Motion** (suggested_motion.pdf)

b. Case No. PZ 2023-0026 Bennett Crossing Filing No. 1 First Amendment Minor Subdivision Plat

Resolution No. 990-23 - A Resolution Approving the Bennett Crossing Filing 1, First Amendment Minor Subdivision Plat
Steven Hoese, Planning Manager

Attachments:

- **Public Hearing Script** (Public_Hearing_Script.PC.pdf)
- **Staff Report Case No. PZ 2023-0026 Bennett Crossing Filing No. 1 First Amendme nt Minor Subdivision Plat** (_1_Staff_Report.pdf)
- **PowerPoint Presentation** (1-PP_BoT_BennettCrossing_Filing1_First_Amendment__4_.pdf)
- **Applicant's Letter of Intent** (2-Letter_of_Intent__1_.pdf)
- **Bennett Crossing Filing No. 1, First Amendment** (3-Bennett_Crossing_Filing_No.1__First_Amendment__1_.pdf)
- **Original Bennett Crossing Filing No. 1 Recorded Final Plat** (4-Recorded_Final_Plat_-_Bennett_Crossing_Filing_No._1__1_.pdf)
- **Planning and Zoning Commission Resolution No. 2023-06** (5-Draft_Planning_and_Zoning_Commission_Resolution_2023-06__1_.pdf)
- **Resolution No. 990-23 - A Resolution Approving the Bennett Crossing Filing 1, Fir st Amendment Minor Subdivision Plat** (6-Draft_Board_of_Trustees_Resolution_990-23.pdf)
- **Suggested Motion** (suggested_motion.pdf)

8. Action/Discussion Items

a. Code Enforcement Policy Discussion

Trish Stiles, Town Manager

Royce D. Pindell, Mayor

9. Town Manager Report

Trish Stiles, Town Manager

10. Trustee Comments and Committee Reports

Mayor and Trustees

11. Executive Session

Trish Stiles, Town Manager

Attachments:

- **Executive Session Script** (Bennett_Exec_Session_Script.pdf)

a. For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e); Intergovernmental Agreement between Adams County, Colorado and the Town of Bennett for Law Enforcement Services 2024

b. Return to Open Meeting

c. Report from Executive Session

12. Adjournment

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on 11/21/2023 at 3:17 PM



DRAFT

Town Board of Trustees

Minutes

Tuesday, November 14, 2023 at 7:00 pm

PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.

THANK YOU.

1. Meeting Information

207 Muegge Way, Bennett, CO 80102

2. Call to Order

Royce D. Pindell, Mayor

Minutes:

Present:

Royce D. Pindell, Mayor

Whitney Oakley, Mayor Pro Tem - *excused*

Kevin Barden, Trustee

Steve Dambroski, Trustee

Denice Smith, Trustee

Donna Sus, Trustee

Larry Vittum, Trustee - *excused*

Staff Present:

Rachel Summers, Deputy Town Manager

Taeler Houlberg, Administrative Services Director

Danette Ruvalcaba, Director of Finance

Alison Belcher, Communications and IT Director

Adam Meis, IT and Communications Manager

Scott Krob, Town Attorney

Christina Hart, Town Clerk

Public Present:

Kathy Smiley

Pat Siegman

Diane Moler

Randy Gary

Scott Smith

DRAFT

a. Roll Call

3. Pledge of Allegiance

Royce D. Pindell, Mayor

Minutes:

The Pledge of Allegiance was led by Royce D. Pindell, Mayor

4. Approval of Agenda

Royce D. Pindell, Mayor

Minutes:

TRUSTEE BARDEN MOVED, TRUSTEE DAMBROSKI SECONDED to approve the agenda as presented. The voting was as follows:

Ayes: Dambroski, Pindell, Smith, Sus, Barden

Nays: None

Excused: Oakley, Vittum

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

5. Consent Agenda

Royce D. Pindell, Mayor

Minutes:

TRUSTEE BARDEN MOVED, TRUSTEE SMITH SECONDED to approve the consent agenda as presented. The voting was as follows:

Ayes: Pindell, Smith, Sus, Barden, Dambroski

Nays: None

Excused: Oakley, Vittum

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote. **1. Action:** Approval of October 24, 2023, Regular Meeting Minutes

PUBLIC COMMENTS NOT ON THE AGENDA

Diane Moler, 595 Grant Avenue, expressed concern about communication between the Town and Bennett School District over traffic regulation.

Randy Losey, 753 Centennial Way, questioned about Bennett Code governing the amount of access points in residential areas.

Scott Smith, 762 Centennial Way, commented that a neighbor had violated the Town's noise ordinance and other possible code violations. Mr. Smith inquired as to how many access points a residence is permitted to have.

a. October 24, 2023 - Regular Meeting Minutes

Public Comments on Items Not Scheduled for Public Hearing

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agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

Regular Business

6. Action/Discussion Items

a. 2024 Town of Bennett Budget Second Draft

Danette Ruvalcaba, Director of Finance

Minutes:

Danette Ruvalcaba, Director of Finance, presented the 2024 Town of Bennett Budget second draft.

No action was required.

b. 2024 Town of Bennett Directory of Fees First Draft

Danette Ruvalcaba, Director of Finance

Minutes:

Danette Ruvalcaba, Director of Finance, presented the 2024 Town of Bennett Directory of Fees first draft.

No action was required.

c. KnowBe4 Service Proposal

Adam Meis, Technology and Communications Manager

Minutes:

Adam Meis, IT and Communications Manager, presented the KnowBe4 Service Proposal for cybersecurity to the Board.

TRUSTEE DAMBROSKI MOVED, TRUSTEE SUS SECONDED to authorize the Mayor and Town of Bennett to enter into a standard Town contract agreement with SIPA for the KnowBe4 service. The voting was as follows:

Ayes: Smith, Sus, Barden, Dambroski, Pindell,

Nays: None

Excused: Oakley, Vittum

Royce D. Pindell, Mayor, declared the motion passed unanimously.

7. Town Manager Report

Minutes:

- Rachel Summers, Deputy Town Manager, reported on behalf of Ms. Stiles, a reminder the Arts Council Dinner Theatre performance is Saturday, November 18 from 5:00 p.m - 8:00 p.m.

8. Trustee Comments and Committee Reports

Mayor and Trustees

Minutes:

No reports were presented.

9. Adjournment

Minutes:

TRUSTEE BARDEN MOVED, TRUSTEE DAMBROSKI SECONDED to adjourn the meeting. The meeting was adjourned at 8:12 p.m. Voting was as follows:

Ayes: Sus, Barden, Dambroski, Pindell, Smith

Nays: None

Excused: Oakley, Vittum

Royce D. Pindell, Mayor, declared the motion carried by unanimous vote.

Minutes Approved:

Royce D. Pindell, Mayor

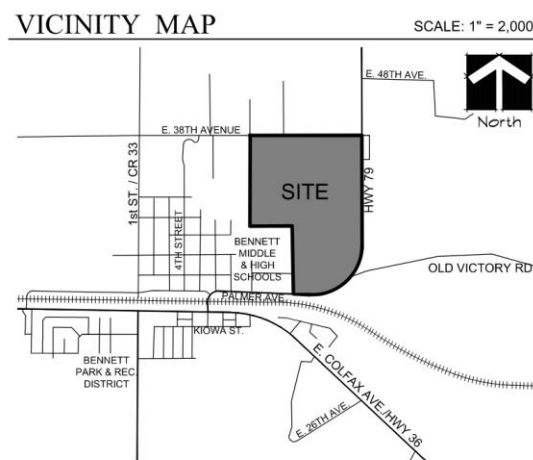
Christina Hart, CMC / Town Clerk

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TO: Mayor and Town of Bennett Board of Trustees
FROM: Steve Hebert, Planning Manager
DATE: November 28, 2023
SUBJECT: First Amendment to the Subdivision Agreement for Bennett Ranch Filing No. 1

Background

The Board of Trustees previously approved a Subdivision Agreement (SA) for Bennett Ranch Filing No. 1 on October 13, 2020. The agreement obligated the subdivider to design, install, pay for and guarantee streets, utilities, drainage improvements and other infrastructure needed to support the Bennett Ranch Filing 1 subdivision. See the attached agreement. Filing 1 includes 145 single family lots. See the vicinity map below:



The agreement required all onsite and offsite improvements be completed and conditionally accepted before any building permits could be issued. LGI Homes has completed all of the improvements except for the final improvements to CO Hwy 79 (Palmer Avenue) at the Morgan Way intersection (formerly Greg's Place) and at the CO Hwy 79 and E. 38th Avenue intersection. Improvements at both locations include new left-hand turn lanes and acceleration lanes. These improvements were originally scheduled to be constructed earlier this fall. However, because the construction would have resulted in significant congestion, especially along Palmer Avenue in the vicinity of the Bennett school campus, the Town recommended the improvements be postponed to the spring and summer of 2024, which LGI Homes agreed to.

In order to allow LGI to build homes this winter and next spring, Staff is recommending the subdivision agreement be amended to allow the issuance of no more than fifty (50) building permits and certificates of occupancy, before the CO Hwy 79 improvements are completed. The Colorado Department of Transportation (CDOT) and the Town's traffic engineer, Mike Heugh, have reviewed the proposal and support the proposed amendment.

Staff Recommendation

Staff recommends approving the First Amendment to the Subdivision Agreement for Bennett Ranch Filing 1, per the attached resolution.

Attachments

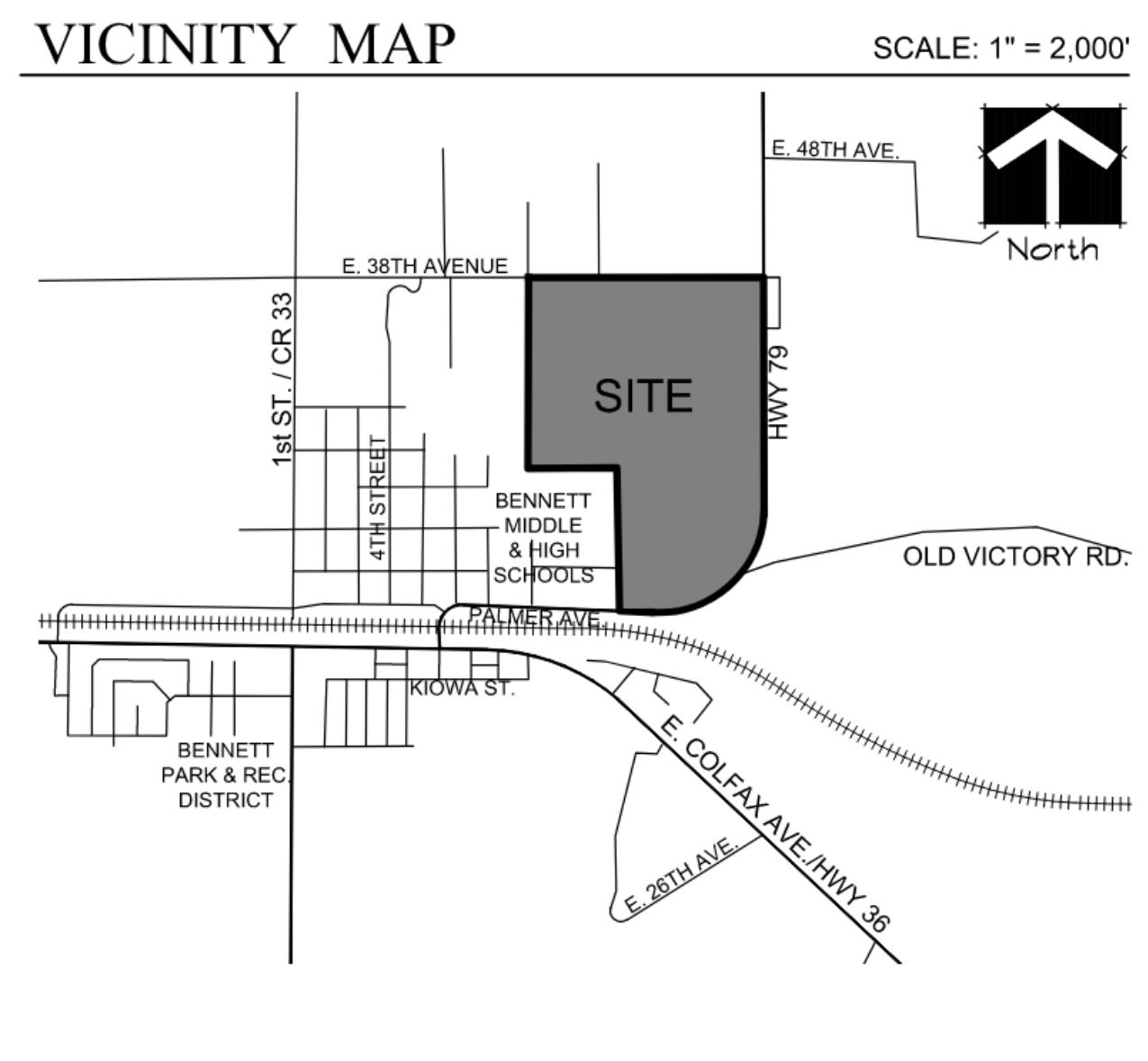
1. Staff PowerPoint Presentation
2. Original Bennett Ranch Filing No. 1 Subdivision Agreement
3. First Amendment to the Subdivision Agreement for Bennett Ranch Filing No. 1
4. Resolution No. 991-23

A dark blue silhouette of a water tower with a hexagonal top and three legs, standing on a green hill. The background features a blue sky with white clouds and a landscape with green hills and a yellow path.

First Amendment to the Subdivision Agreement Bennett Ranch Filing No. 1 Resolution No. 991-23

Bennett Board of Trustees Meeting
November 28, 2023

LGI's Bennett Ranch Filing No. 1



Bennett Ranch Filing No. 1 – Phase 1



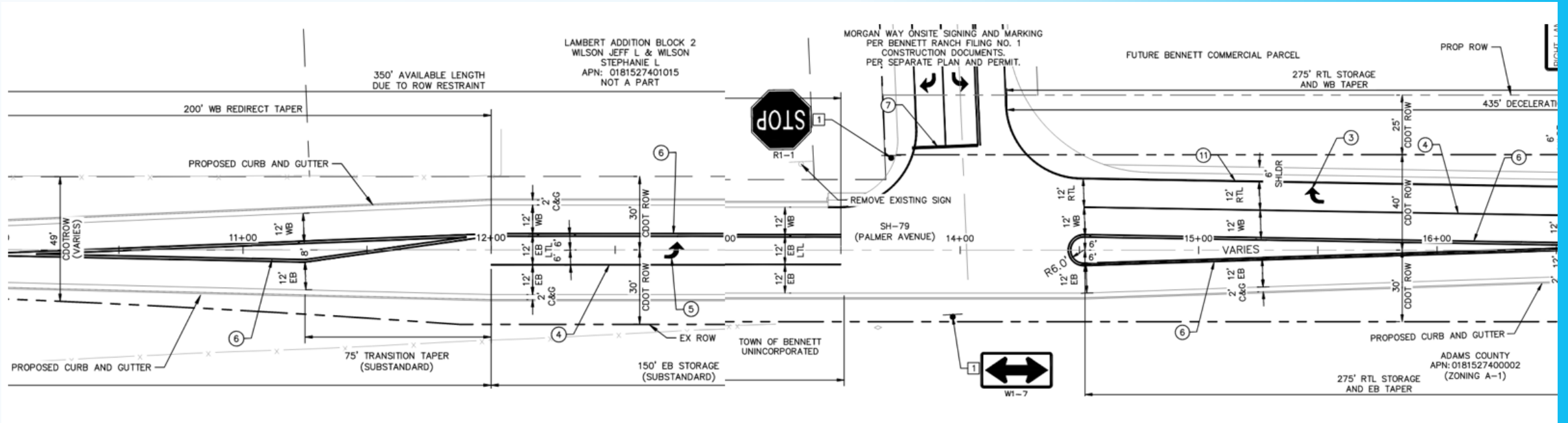
The original subdivision agreement requires all on-site and off-site improvements be completed before building permits.

- All on-site local streets, sanitary sewer and storm water improvements
- “School District-Damron” Sanitary Sewer Main
- Converse Road Pump House Upgrades
- State Highway 79 Water Main Crossing
- Non-Potable Water Storage, Pumping and Delivery System
- East 38th Avenue Stormwater Main and Outfall
- Morgan Way Extension to Palmer Avenue
- Morgan Way – Washington Way Intersection Improvements
- Morgan Way & Palmer Avenue (CO Highway 79) Intersection Improvements
- East 38th Avenue – CO Highway 79 Intersection Improvements

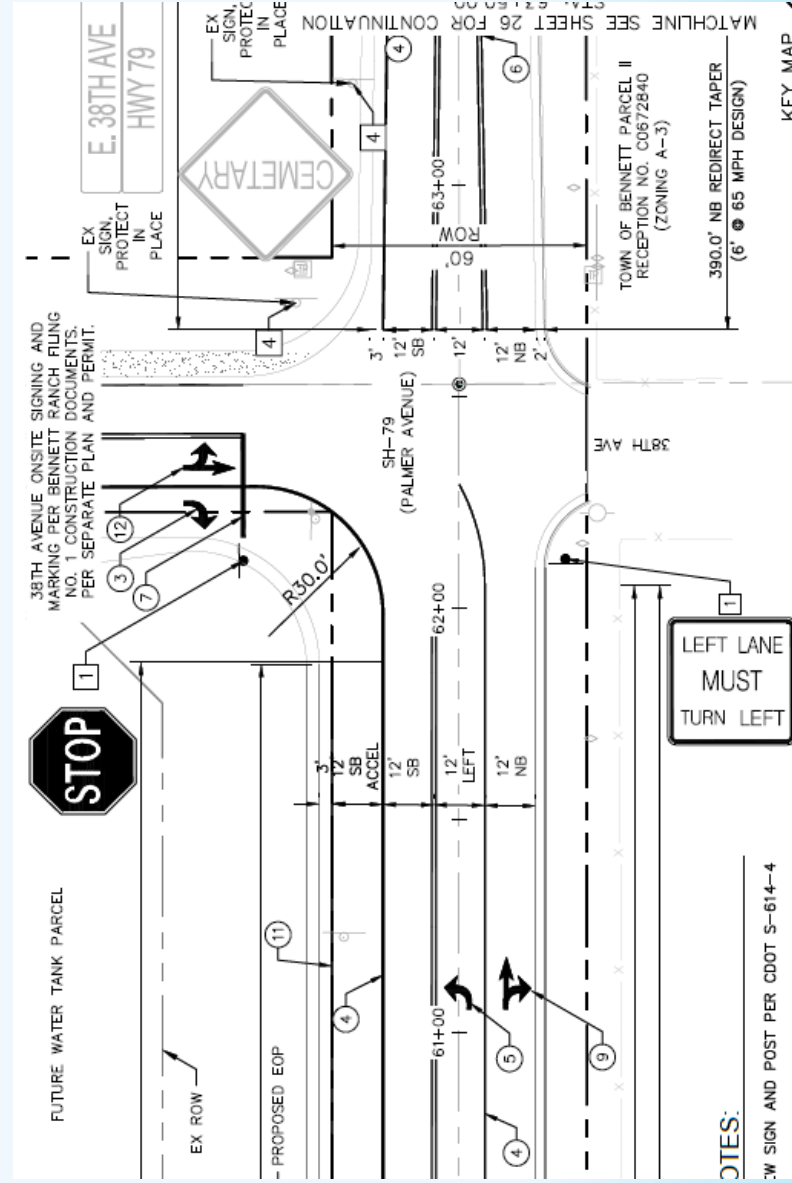
Bennett Ranch Phase 1 Improvements To Date



Morgan Way/Palmer Avenue/Hwy 79 Intersection Improvements



East 38th Avenue/Hwy 79 Intersection Improvements



The First Amendment to the Subdivision Agreement Postpones CO Hwy 79 Improvements to 2024

- Morgan Way & Palmer Avenue (CO Highway 79) intersection improvements include an eastbound to northbound left hand turn lane and a westbound deceleration lane
- East 38th Avenue – CO Highway 79 intersection improvements include a northbound to westbound left hand turn lane and a eastbound to southbound acceleration lane
- The above improvements were postponed at the recommendation of Town Staff to minimize congestion around the school campus during the 2023-24 school calendar year.
- The proposed amendment would allow up to 50 building permits and certificates of occupancy to be issued prior to the Hwy 79 improvements being completed
- Deadline for completion of improvements is August 10, 2024

Staff Recommendation

Staff recommends adoption of Resolution 991-23, approving the First Amendment to Subdivision Agreement for Bennett Ranch Filing 1, which will allow up to 50 building permits before the completion of the Hwy 79 improvements.

Bennett Ranch Filing No. 1



Questions?

SUBDIVISION AGREEMENT
Bennett Ranch Filing No. 1

THIS AGREEMENT is made and entered into this 23rd day of October, 2020 by and between the **TOWN OF BENNETT**, a Colorado municipal corporation, whose address is 207 Muegge Way, Bennett, CO 80102 ("Town"), and **BENNETT RANCH LLC**, a Colorado limited liability company, whose address is 143 Monroe Street, Denver, CO 80206 ("Subdivider").

WHEREAS, Subdivider has submitted a Final Subdivision Plat for the Bennett Ranch Filing No. 1 Subdivision ("Subdivision" or "Plat"), including utility plans for the Subdivision, a copy of which Plat is attached hereto as **Exhibit A** and incorporated herein by reference, and which Plat has been reviewed and approved by the Planning Commission and Town Board of Trustees; and

WHEREAS, the Subdivision is to be developed as a large scale development within the Town, under applicable provisions of the Bennett Municipal Code; and

WHEREAS, additional filings are anticipated, and this Agreement applies only to Bennett Ranch Subdivision Filing No. 1; and

WHEREAS, the subdivision regulations of the Town require that the Subdivider enter into a Subdivision Agreement ("Agreement") with the Town relative to improvements related to the Subdivision;

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

1.0 GENERAL CONDITIONS

1.1 Subdivision Obligation. Subdivider shall be responsible for performance of the covenants set forth herein. Subdivider acknowledges and agrees that prior to the commencement of any development or issuance of any building, grading or other permits for Tracts B and N or any portion thereof, they shall be required to enter into a further agreement with the Town relative to and guaranteeing the completion of all infrastructure improvements required for proposed development on said Tracts.

1.2 Engineering Services. Subdivider agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the Subdivision and the Schedule of Improvements described in **Exhibit B**, attached hereto and incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law; and, except as otherwise provided in this Agreement, shall conform to the standards and criteria for public improvements as established and approved by the Town as of the date of submittal to the Town.

1.3 Construction Standards and Deadline. (a) Subdivider shall construct all improvements required by this Agreement, including but not limited to all water lines, sanitary sewer collection lines, storm sewer lines, streets, curbs, gutter, sidewalks, landscaping, bikepaths, and any other improvements constructed in relation to the Subdivision, in accordance with plans and specifications approved in writing by the Town, and with the approved plat, and in full conformity with the Town's construction specifications applicable at the time of construction plan approval. Such approval shall continue in effect for three (3) years from the date of such approval. In the event that the Subdivider commences or performs any construction after such three (3) year period, the Subdivider shall resubmit the project utility plans to the Town for reexamination. The Town may require the Subdivider to comply with the approved Town standards and specifications that are in effect at the time of resubmittal.

(b) Construction of public improvements shall be complete, and conditional acceptance of the public improvements shall be requested, by no later than October 31, 2022. The deadline for completion cannot be during the winter season (November 1-March 1) unless extended, weather permitting, at the discretion of the Public Works Director.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the Town shall be made to the Town Clerk, and all approvals required of the Town in connection with this Agreement shall be rendered by the Town's Mayor, or the Mayor's designee. The Town Engineer shall have general responsibility for coordinating development with Subdivider.

1.5 Plan Submission and Approval. Subdivider shall furnish to the Town complete plans for public improvements for the Subdivision, and obtain approval of such plans prior to the commencement of any construction work thereon. The Town shall issue its written approval or disapproval of said plans as expeditiously as reasonably possible. Said approval or disapproval shall be based upon the standards and criteria for public improvements as established and approved by the Town, and the Town shall notify Subdivider of all deficiencies which must be corrected prior to approval. All deficiencies shall be corrected and said plans shall be resubmitted to and approved by the Town prior to the construction of any improvements.

1.6 Conditional Acceptance. No later than fourteen (14) days after improvements are completed for the Subdivision, Subdivider shall request inspection by the Town. If Subdivider does not request this inspection within fourteen (14) days of completion of improvements, the Town may conduct the inspection without the approval of Subdivider. Subdivider shall provide "as-built" drawings, in both hard copy and electronic file format acceptable to the Town, and a certified statement of construction costs no later than forty-five (45) days after improvements are completed. If Subdivider has not completed the improvements on or before the completion dates set forth in Section 1.3, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement. If improvements completed by Subdivider are satisfactory, the Town shall grant "conditional acceptance", which shall be subject to "final acceptance" as set forth herein. If improvements completed by Subdivider are unsatisfactory, the Town shall provide written notice to

Subdivider of the repairs, replacements, construction or other work required to receive "conditional acceptance." Subdivider shall complete all needed repairs, replacements, construction or other work within sixty (60) days of said notice, weather permitting. After Subdivider completes the repairs, replacements, construction, or other work required, Subdivider shall request of the Town a re-inspection of such work to determine if conditional acceptance can be granted, and the Town shall provide written notice to Subdivider of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Subdivider's expense. If Subdivider does not complete the repairs, replacements, construction or other work required within sixty (60) days of said notice, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement. The Town reserves the right to schedule reinspections, depending upon scope of deficiencies.

1.7 Maintenance and Warranty of Improvements. For a two (2) year period from the date of "conditional acceptance" of any improvements related to the Subdivision, Subdivider shall warrant all said improvements and, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the Town, shall become necessary. If within sixty (60) days after Subdivider's receipt of written notice from the Town requesting such repairs or replacements, the Subdivider has not completed such repairs, the Town may exercise its rights to secure performance as provided in Section 8.1 of this Agreement.

1.8 Final Acceptance. At least thirty (30) days before two (2) years has elapsed from the issuance of conditional acceptance, or as soon thereafter as weather permits, Subdivider shall request a "final acceptance" inspection. The Town shall inspect the improvements and shall notify the Subdivider in writing of all deficiencies and necessary repairs, if any. If there are no deficiencies, or after Subdivider has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town shall issue to Subdivider a letter of "final acceptance". If Subdivider does not correct all deficiencies and make repairs identified in said inspection to the Town's satisfaction within sixty (60) days after receipt of said notice, weather permitting, the Town may exercise its rights to secure performance as is provided in Section 8.1 of this Agreement.

1.9 Reimbursement to Town. Subject to the notification requirements in such Sections, the Town may complete construction, repairs, replacements, or other work for Subdivider pursuant to Sections 1.6, 1.7, 1.8, or 8.1 of this Agreement with funds other than the Improvement Guarantee, in which event Subdivider shall reimburse the Town within thirty (30) days after receipt of written demand and supporting documentation from the Town. If Subdivider fails to so reimburse Town, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement.

1.10 Testing and Inspection. (a) Subdivider shall employ, at its own expense, a licensed and registered testing company, previously approved by the Town in writing, to perform all testing of materials or construction that may be reasonably required by the Town, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results to the Town on a periodic basis, but no less frequent than monthly, for Town review and

approval prior to commencement or continuation of construction to which the testing is applicable. In addition, at all times during said construction the Town shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the approved plans and the Town's construction regulations, and all materials and work not conforming to such regulations, plans and specifications shall be repaired or removed and replaced at Subdivider's expense so as to conform to such regulations, plans and specifications. The Town Engineer shall be present to inspect the pressure leakage testing of potable water lines conducted by the Subdivider, and the Subdivider shall employ, at the Subdivider's expense, a testing laboratory acceptable to the Town to conduct bacteriological tests of the potable water lines after the Subdivider has disinfected said lines according to the Town's construction regulations. The Subdivider shall be responsible for, and shall promptly pay upon receipt of invoice therefor, all actual costs incurred by the Town for engineering, planning, inspection, testing, and legal services related to the Subdivision improvements to be constructed under this Agreement or to the administration of this Agreement.

(b) All work shown on the approved public improvement plans shall be subject to inspection by the Town Engineer. Inspection by the Town Engineer shall not relieve the Subdivider from compliance with the approved plans and specifications or the Town's construction regulations. Inspection services requiring the presence of the Town Engineer are provided Monday through Friday, except legal holidays, from 9:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of forty-eight (48) hours in advance with the Town Engineer. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of forty-eight (48) hours in advance to the Town Engineer for approval. All requests for after-hours inspection services shall be made in writing to the Town Engineer. If the request is denied, the work shall not proceed after the time requested until an inspection has been performed during the hours listed above.

1.11 Financing and Improvement Guarantees. (a) Except as otherwise specially agreed herein, the Subdivider agrees to install and pay for all improvements described in **Exhibit B** or otherwise required by this Subdivision as shown on the approved plat, utility plans, and other approved documents on file with the Town.

(b) Prior to commencing construction of the public improvements, Subdivider shall submit to the Town an Improvement Guarantee for all public improvements related to the Subdivision. The term of the Guarantee shall be for a period of time sufficient to cover the completion of construction of the public improvements and shall not be released until conditional acceptance of the public improvements has been granted by the Town except as set forth in subsection (c), below. Said guarantee may be in cash, certified check, or a letter of credit in form and substance as shown on **Exhibit D** attached hereto and incorporated herein by reference. Said guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee shall include, but not be limited to, street construction, landscaping, fencing, water, sewer, storm sewer and drainage improvements.

(c) The total amount of the Guarantee shall be calculated as one hundred and fifteen percent (115%) of the total estimated cost including labor and materials of all public

improvements to be constructed as described on **Exhibit B**. At the time of conditional acceptance of all of the public improvements, the Town shall reduce the amount of the required Improvement Guarantee to fifteen percent (15%) of the certified statement of construction costs.

(d) Prior to conditional acceptance of all of the public improvements, Subdivider may request a reduction in the Improvement Guarantee for any portion of the public improvements that (i) have been completed and (ii) constitute a distinct system (i.e., water or sewer lines, streets, etc.) or otherwise are reasonably ready to be placed into service independently, as determined by the Town. Such requests shall be made by written request from Subdivider to the Town, accompanied by a certified statement of construction costs for such improvements. If such improvements are satisfactory, as determined by the Town, then the Town shall reduce the required amount of the Improvement Guarantee by 100% of the value of such completed public improvements. Any reduction in the Improvement Guarantee pursuant to this Section 1.11(d) shall not constitute conditional acceptance of any public improvements required by this Agreement.

(e) At the time of final acceptance of the public improvements, the Town shall release the remaining Improvement Guarantee provided no mechanics' liens have been filed with respect to the public improvements and the Subdivider is not otherwise in breach of this Agreement. If any mechanics' liens have been filed with respect to the public improvements, the Town may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Subdivider fails to have improvements finally accepted within two (2) years of the date of the issuance of conditional acceptance or any improvements are found not to conform to this Agreement, or to applicable Town standards and specifications, then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement.

(f) In addition to any other remedies it may have, the Town may, at any time prior to Final Acceptance, draw on any Improvement Guarantee issued or provided pursuant to this Agreement if Subdivider fails to extend or replace any such Improvement Guarantee at least thirty (30) days prior to expiration of such Improvement Guarantee. If the Town draws on the guarantee to correct deficiencies and complete improvements, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Subdivider within thirty (30) days after said final acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, or the cost of improvements and construction is reasonably determined by the Town to be greater than the amount of the security provided, then the Town shall furnish written notice to the Subdivider of the condition, along with supporting documentation, and within thirty (30) days of receipt of such notice the Subdivider shall provide the Town with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 1.11. If such an Improvement Guarantee is not submitted or maintained, then Subdivider is in default of this Agreement and is subject to the provisions of Section 8.1 of this Agreement, as well as the suspension of development activities by the Town including, but not limited to, the issuance of building permits and certificates of occupancy; provided, however, that no additional 30-day notice to cure under Section 8.1 is required prior to the suspension of the issuance of building permits and certificates of occupancy.

1.12 Indemnification and Release of Liability. Subdivider agrees to indemnify and hold harmless the Town, its officers, employees, agents, and servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by, arising from, or on account of acts or omissions by the Subdivider, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the Town and said persons their reasonable expenses, including, but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that Subdivider's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the Town or conformance with requirements imposed by the Town. Said obligation of Subdivider shall be limited to suits, actions or claims based upon conduct prior to "final acceptance" by the Town of the construction work. Subdivider acknowledges that the Town's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Subdivider or third parties is assumed by such review or approval.

1.13 Insurance: OSHA. Subdivider shall, through contract requirements and other normal means, guarantee and furnish to the Town proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workers' Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.14 Issuance of Building Permits and Certificates of Occupancy. Subdivider shall complete all improvements and request conditional acceptance thereof on or before the completion deadline set forth in Section 1.3(b). In addition:

(a) No building permits shall be issued until the full amount of the Improvement Guarantee has been provided to the Town;

(b) Except for 1.14(e) below, no building permits shall be issued for the construction of any structure until all the water lines, fire hydrants, sanitary sewer lines and streets (including curb, gutter, and sidewalks and with at least the base course of a composite section of pavement completed) serving the Subdivision have been completed and granted conditional acceptance; and

(c) No certificates of occupancy shall be issued within the Subdivision until all improvements within such have been completed and have been granted conditional acceptance.

(d) No building permits shall be issued for any structure located in excess of nine hundred feet from a single point of access.

(e) Building permits for a maximum of eight (8) model homes may be issued once the Town Engineer, in consultation with the Bennett-Watkins Fire Rescue District, has determined the water supply system; fire hydrant system; sanitary sewer system; storm water drainage

system; curbs and attached sidewalks; demarcation of street signs acceptable for emergency responders; and the first lift of asphalt on all roads necessary for access by emergency vehicles, are substantially complete and functional, but prior to conditional acceptance noted in Section 1.6.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-way, Easements and Permits. Before Town may approve construction plans for any improvements herein agreed upon, Subdivider shall acquire at its own expense and convey to the Town, all necessary land, rights-of-way and easements required by the Town for the construction of the proposed improvements related to the Subdivision. All off-site easements necessary to accommodate water, sanitary sewer and storm drainage connections shall be acquired and recorded prior to the issuance of the first grading permit for the Subdivision. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed in form and substance acceptable to the Town Attorney. All title documents shall be recorded by the Town at the Subdivider's expense. The Subdivider shall also furnish, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to approval by the Town Attorney.

2.2 Construction. Subdivider shall furnish and install, at its own expense, the improvements listed on the "Schedule of Improvements" attached as **Exhibit B**, in conformance with the subdivision plat, site plan(s), drawings, plans and specifications approved by the Town prior to construction. If Subdivider does not meet the above obligations then Subdivider shall be in default of the Agreement and the Town may exercise its rights under Section 8.1 of this Agreement. The Subdivider shall provide the Town Engineer with certified Record Plan Transparencies on Black Image Diazo Reverse Mylars upon completion of the construction of public improvements and other documents as required by the Town. These documents shall show "as-built" locations of such improvements.

2.3 Utility Coordination and Installation. In addition to the Improvements described on Exhibit "B", Subdivider shall also be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone and utilities. All utilities shall be placed underground to the extent required by the Town Code.

2.4 Specified Public Improvements. (a) Generally. **Exhibit C**, which is attached hereto and incorporated herein by reference, provides additional details related to certain of the Public Improvements, and the parties agree to be bound by the obligations set forth in such exhibits. The Town shall incur no liability in the event the construction of the improvements it is responsible for cannot be completed because of accident, strike, labor disputes, governmental authority, non-appropriation, acts of God, or any other circumstances constituting force majeure or beyond the reasonable control of the Town (including failure to secure materials or equipment due to any of the above force majeure events).

(b) Pump House Upgrades. Subdivider agrees to pay to the Town the sum of \$250,000 for its share of the costs for upgrades to the Converse Road and Old Town Hall pump houses as further described on **Exhibit C**. Such sum shall be paid no later than September 1, 2021, or such earlier time

specified by the Town if necessitated by development of the Subdivision. No building permits shall be issued for the Subdivision until such costs are paid to the Town.

(c) State Highway 79 Water Main Crossing. Subdivider shall be entitled to a Water Development Fee (as defined below) credit equal to half of its actual costs for constructing the State Highway 79 Main Crossing improvements as further described in **Exhibit C**. Following completion of construction of the State Highway 79 Main Crossing improvements, the Subdivider shall file a verified statement, made under oath, of the actual costs incurred by the Subdivider in constructing the State Highway 79 Main Crossing improvements. The Town shall use the verified statement to determine the final dollar amount of credits to which the Subdivider is entitled (the "Water Fee Credit"). The Water Fee Credit shall be applied to reduce 100% of the Water Development Fee due in connection with building permit approval for lots within the Subdivision until the Water Fee Credit is fully applied. The Water Fee Credit shall be used solely for lots within the Subdivision. The Water Fee Credit shall be appurtenant to and non-transferable from the Subdivision. For purposes hereof, "Water Development Fee" means the water development fee due at the time of building permit approval as determined in accordance with the then-current water development fee adopted pursuant to Section 13-1-10 of the Bennett Municipal Code.

(d) Non-Potable Water Storage and Pumping System. Subdivider agrees to pay to the Town the sum of \$350,000 for its share of the costs for the non-potable water storage and pumping system as further described on **Exhibit C**. Such sum shall be paid within ninety (90) days from the date of this Agreement or such earlier time specified by the Town if necessitated by development of the Subdivision. No building permits shall be issued for the Subdivision until such costs are paid to the Town.

3.0 STREET IMPROVEMENTS

3.1 Street Improvements. For the purposes of this Agreement, "street improvements" shall be defined to include, where applicable, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, underground utilities, sidewalks, bicycle paths, traffic signs, street lighting, street name signs, landscaping and drainage improvements. Street improvements other than curbs, gutters, walks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. All street improvements shall be constructed and installed, at the minimum, pursuant to Town-approved plans, specifications, and the Schedule of Improvements attached as **Exhibit B**.

3.2 Street Signs, Traffic Signs and Striping. Subdivider will install, at Subdivider's expense, striping, street name signs, stop signs, speed limit signs and other signs on local, collector and arterial streets. Signs and striping shall be installed in a manner reasonably approved by the Town and in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.

4.0 PUBLIC USE DEDICATION AND LANDSCAPING

4.1 Public Use Dedication. (a) Subdivider shall convey, prior to the issuance of any building permits and after the public improvements for the Subdivision have been conditionally accepted by the Town, certain lands as described on and at such times and to such entities as set forth on **Exhibit E** attached hereto and incorporated herein by reference. Said conveyance shall be by Special Warranty Deed in form and substance satisfactory to the Town Attorney. The Subdivider shall, at Subdivider's expense, furnish a commitment for title insurance on the property. The property shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the calendar year of conveyance and thereafter, but subject to all easements, right-of-way, reservations, restrictions, or other title burdens of record, or those easements and right-of-ways which would be readily apparent from a physical inspection. The Subdivider shall, at its expense, cause a title policy in conformance herewith to be delivered to the Town at the time of conveyance.

(b) The Subdivider specifically represents that to the best of its knowledge, all portions of the Subdivision dedicated to the Town associated with this development are in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders, and requirements, including solid waste requirements, as defined by the US Environmental Protection Agency Regulations at 40 C.F.R., Part 261, and that such portions of the property as are dedicated to the Town pursuant to this development, are in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants, or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Subdivider does hereby indemnify and hold harmless the Town from any liability whatsoever that may be imposed upon the Town by any governmental authority, pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of or related to any property dedicated to the Town pursuant to this development. The Subdivider further agrees to indemnify and hold harmless the Town from any claims or actions based directly, indirectly or in any manner on any of the aforementioned environmental risks brought against the Town by third parties arising as a result of the dedication of portions of the Property to the Town pursuant to this development. Said indemnification shall not extend to claims, actions or other liability arising as a result of any hazardous substance, pollutants or contaminants generated or deposited by the Town, its agents or representatives, upon portions of the property dedicated to the Town pursuant to this development.

4.2 Landscape Improvements. For public lands and rights-of-way within the Subdivision, Subdivider shall furnish to the Town complete final landscape and irrigation plans and obtain approval thereof by the Town prior to commencement of public improvements. Subdivider shall construct the landscape improvements as required in landscape and irrigation plans approved by the Town. For private landscape improvements, excluding single family detached residential lots, Subdivider shall furnish a final landscape plan to the Town for approval prior to installation of landscape improvements.

4.3 Water Rights. (a) The Subdivider or Subdivider's predecessor in interest has dedicated to the Town, free and clear of all liens and encumbrances, title to water rights equivalent to 74.2 acre feet/year of water for uses and development within the Subdivision. . As consideration thereof, Subdivider shall receive a credit against the Town's water development fee equal to \$746.74 per unit in the Subdivision, which has been calculated as follows:

	LFH	UA	LA	Total
Water Portfolio	29.6	28.5	16.1	74.2
Credit per acre foot	\$750.00	\$1,930.00	\$1,930.00	
Total Credit	\$22,200.00	\$55,005.00	\$31,073.00	\$108,278.00

Per Unit Distribution 145 units /\$108,278.00 = \$746.74 per unit

(b) The water development fee credit will be applied at the time of water development fee payment. The water development fee due at the time of building permit approval will be determined in accordance with the then-current water development fee adopted pursuant to Section 13-1-10 of the Bennett Municipal Code. This water development fee credit shall be used solely for the 145 lots within the Subdivision as set forth in the approved Final Plat. The water development fee credit shall be appurtenant to and non-transferable from the Subdivision.

(c) If the water development fee credits described in this section have not been fully exhausted within five (5) years, the parties agree the credit may be adjusted based on the then-current market rate for an acre-foot of water.

5.0 WATER LINES

5.1 Specifications. (a) All water mains, lines and appurtenances thereto shall be constructed and installed by the Subdivider, at the minimum, pursuant to Town-approved plans, specifications, and the Schedule of Improvements attached as **Exhibit B**, including both on-site and off-site improvements.

(b) All of the water lines, fire hydrants, valves, fittings, and appurtenances as shown on the approved utility plans shall be installed by the Subdivider prior to issuance of any building permits on the property. This shall include all water services for all of the lots shown on the approved final plat.

6.0 SEWER LINES

6.1 Specifications. All sewer lines and appurtenances thereto shall be constructed and installed by the Subdivider, at the minimum, pursuant to Town-approved plans, specifications, and the Schedule of Improvements attached as **Exhibit B**, and shall meet the requirements and have the approval of the sanitation district serving the property, including both on-site and off-site improvements.

7.0 OTHER IMPROVEMENTS

7.1 Street Lights. The total cost of street light installation shall be the Subdivider's obligation. Subdivider shall cause, at its own expense, the provider of electric and power service to install all required street lighting. Said street lights shall be installed concurrently with the streets on which they are located.

7.2 Drainage Improvements. (a) Drainage improvements for the Subdivision shall be constructed by Subdivider and, at the minimum, in accordance with plans and specifications approved by the Town and in accordance with the minimum requirements for storm drainage facilities as have been established by the Town. All storm drainage facilities shall be so designed and constructed by the Subdivider as to protect downstream and adjacent properties against injury and adequately serve the Subdivision. No overlot grading shall be initiated by Subdivider until the Town issues written approval of utility plans.

(b) Drainage improvements shall be completed and granted conditional acceptance by the Town prior to the issuance of more than five (5) building permits. Completion of the improvements shall include the certification by a licensed professional engineer that the drainage facilities which serve the development have been constructed in conformance with said approved plans. Any deviation from the approved plans shall be the responsibility of the Subdivider to correct. Said certification shall be submitted to the Town at least two (2) weeks prior to the date of issuance for any subsequent building permit.

(c) Drainage improvements for each lot shall be constructed by the Subdivider, at the minimum, in accordance with plans approved at the time of Plat approval. Said plans shall conform to the Town's then existing flood plain regulations. Subdivider shall furnish copies of approved plans to subsequent purchasers (other than homeowners) of lots. Any changes from the approved plans with respect to grade elevation or storm drainage facility configuration that occur as a result of the construction of houses and or other development of lots, whether by the Subdivider or other parties, shall require the approval of the Town. The Town may withhold the issuance of building permits and certificates of occupancy until the Town has approved such changes as being acceptable for the safe and efficient delivery of storm drainage water.

7.3 Trash, Debris, Mud. Subdivider agrees that during construction of the Subdivision and improvements described herein, Subdivider shall take any and all steps necessary to control trash, debris and wind or water erosion in the Subdivision. If the Town determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, Subdivider agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by Town. If Subdivider does not abate said nuisance or if an emergency situation exists, to be determined by the Town in its sole discretion, the Town may abate the nuisance and/or correct any damage or injury without notice to Subdivider at Subdivider's expense. Subdivider also agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after

notification by the Town. If Subdivider does not abate such mud or debris, or if an emergency exists, Town may abate the same at Subdivider's expense.

7.4 Limitation of Construction Hours. The operation of construction equipment shall be prohibited between the hours of 7:00 p.m. and 7:00 a.m. The Town Administrator may, upon written application and for good cause, alter the hours of operation for a defined period of time.

8.0 MISCELLANEOUS TERMS

8.1 Breach of Agreement. In the event that the Subdivider should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within sixty (60) days of written notice of breach of the Subdivider by the Town, unless the Town in writing and in its sole discretion designates a longer cure period, then the Town may draw upon the Improvement Guarantee and complete the Improvements at Subdivider's expense. Subdivider's expense shall be limited to the costs incurred by the Town, as defined herein. Notice by the Town to the Subdivider will specify the conditions of default. In the event that no Improvement Guarantee has been posted or the Improvement Guarantee has been exhausted or is insufficient, then the Town has the right enforce the restrictions on the issuance of building permits and other approval or permits, and, if it chooses, to begin work on the Improvements at the expense of the Subdivider. If the Town determines in its sole discretion that an emergency exists, such that the improvement must be completed in less than seven (7) days, the Town may immediately draw upon the Improvement Guarantee if available and may complete the Improvements at Subdivider's expense even if the improvement guaranty is not available; in such event, the Town shall use its best efforts to notify Subdivider at the earliest practical date and time. The Town may also, during the cure period and until completion of the improvements in compliance with this Agreement, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the Town from pursuing any other remedy at law or in equity which may be appropriate under municipal, state or federal law. Failure to timely complete construction of improvements which is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the Subdivider's control shall not be considered a breach of the Agreement. Any costs incurred by the Town, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by the Subdivider shall be the responsibility of the Subdivider. The Town may deduct these costs from the Improvement Guarantee.

8.2 Final Utility Plan. (a) It is understood and agreed by the parties that a Final Utility Plan for the Subdivision, and supporting reports deemed necessary by the Town, shall be prepared and submitted by the Subdivider for approval as set forth in this Section. The Final Utility Plan shall be prepared in accordance with all applicable criteria of the Town in effect as of the date of this Agreement. The Subdivider shall submit said Plan to the Town for approval no later than thirty (30) days after the Town has granted final plat approval for the Subdivision.

(b) Subdivider agrees that the Town shall not grant approval of the Final Utility Plan until and unless all of the Town's comments and requirements concerning said Plan have been addressed

to the satisfaction of the Town, and until and unless the sanitation district serving the property has given its approval to said Plan. The Final Utility Plan shall be approved by the Town before the final Subdivision Plat is recorded by the Town.

8.3 Recording of Agreement. The Town shall record this Agreement at Subdivider's expense in the office of the Clerk and Recorder, County of [Adams/Arapahoe], State of Colorado, and the Town shall retain the recorded Agreement.

8.4 Binding Effect of Agreement. This Agreement shall run with the land included within the Subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8.5 Assignment, Delegation and Notice. Subdivider shall provide to the Town for approval written notice of any proposed transfer of title to any portion of the Subdivision and of the Subdivision Agreement obligations to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. Subdivider and successor shall, until written Town approval of the proposed transfer of title and delegation of obligations, be jointly and severally liable for the obligations of Subdivider under this Agreement.

8.6 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

8.7 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town:

Town of Bennett
Town Clerk
207 Muegge Way
Bennett, CO 80102

SUBDIVIDER:

Bennett Ranch LLC
Attn: _____
143 Monroe Street
Denver, CO 80206

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

8.8 Force Majeure. Whenever Subdivider is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, said deadline shall be extended for a reasonable time if the performance cannot as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Subdivider.

8.9 Approvals. Whenever approval or acceptance of a matter is required or requested of the Town pursuant to any provisions of this Agreement, the Town shall act reasonably in responding to such matter.

8.10 Previous Agreements. All previous written and recorded agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation Agreement, shall remain in full force and effect and shall control this Subdivision. If any prior agreements conflict with this Agreement, then this Agreement controls.

8.11 Title and Authority. Subdivider warrants to the Town that it is the record owner for the property within the Subdivision or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter into this Agreement.

8.12 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of Subdivider or any agent thereof, any provision of the Agreement is held to be violative of the municipal, state, or federal laws and hereby rendered unenforceable, the Town, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

8.13 Agreement Status After Final Acceptance. Upon Final Acceptance by Town of all improvements and compliance by Subdivider with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect except for the provisions of Sections 1.11 and 4.1(b) hereof, which provisions shall remain in effect and survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF BENNETT, COLORADO

By: 
Royce Pindell, Mayor

ATTEST:


By: 
Christina Hart, Town Clerk

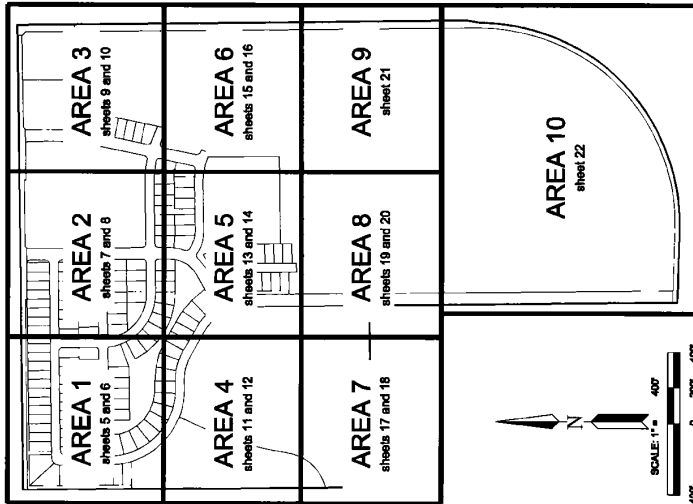


EXHIBIT A

(See reduced copy of subdivision plat following this page, including Sheets 1 - 22)

UNOFFICIAL COPY

FINAL PLAT
BENNETT RANCH - FILING NO. 1
 A PORTION OF THE EAST HALF (E 1/2) OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH
 PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF BENNETT, STATE OF COLORADO



KEY MAP TO SHEETS
 Scale: 1"=400'

CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEC	LENGTH	CHORD BEC	CHORD LENGTH
C1	63.00	86.5746°	97.72	5414.625 W	87.26	28.38	18.2711° W	24.49
C2	63.00	86.5746°	97.72	5414.625 W	87.26	28.38	18.2711° W	24.49
C3	500.00	10.0000°	157.08	825.543 W	155.54	18.54	18.2711° W	18.54
C4	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C5	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C6	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C7	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C8	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C9	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C10	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C11	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C12	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C13	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C14	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C15	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C16	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C17	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C18	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C19	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C20	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C21	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C22	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C23	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C24	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C25	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C26	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C27	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C28	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C29	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C30	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C31	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C32	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C33	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C34	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C35	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C36	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C37	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C38	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C39	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
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C41	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C42	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C43	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C44	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
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C51	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C52	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C53	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
C54	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
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C56	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
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C72	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
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C74	325.00	6.0000°	341.27	1825.00 W	335.77	18.54	18.2711° W	18.54
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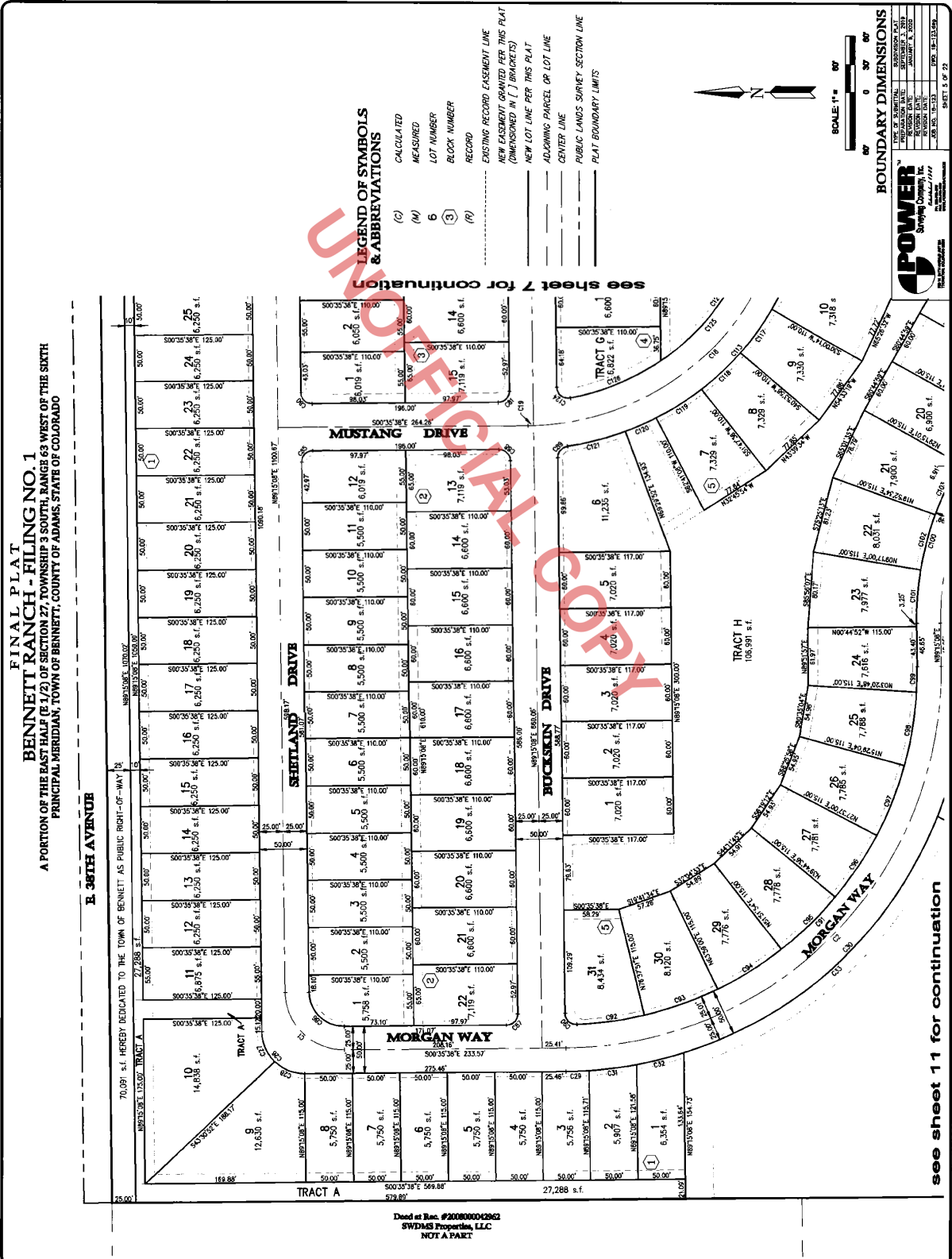
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L2	5824.281 W
L3	5824.281 W
L4	5824.281 W

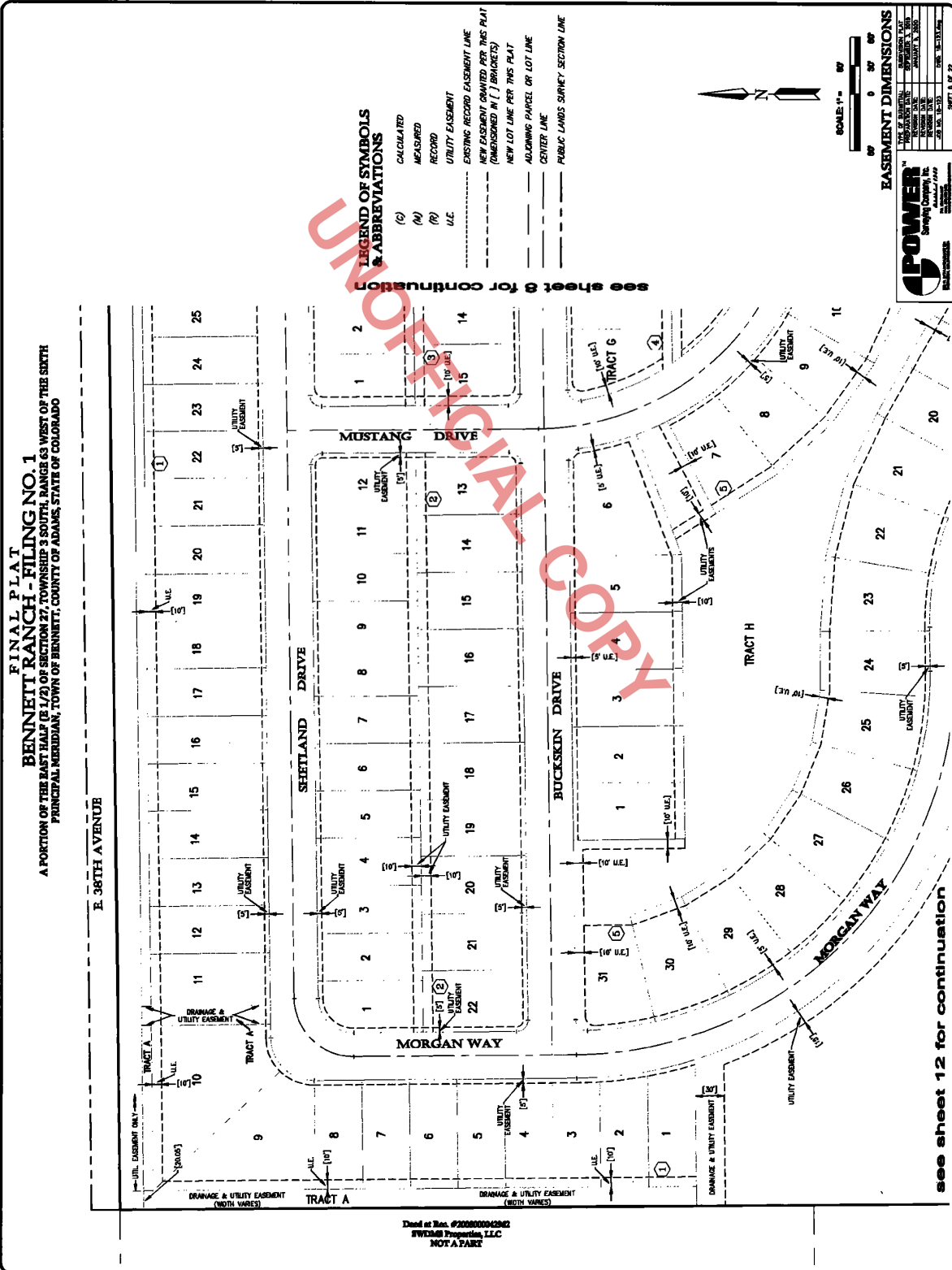
TRACT SUMMARY

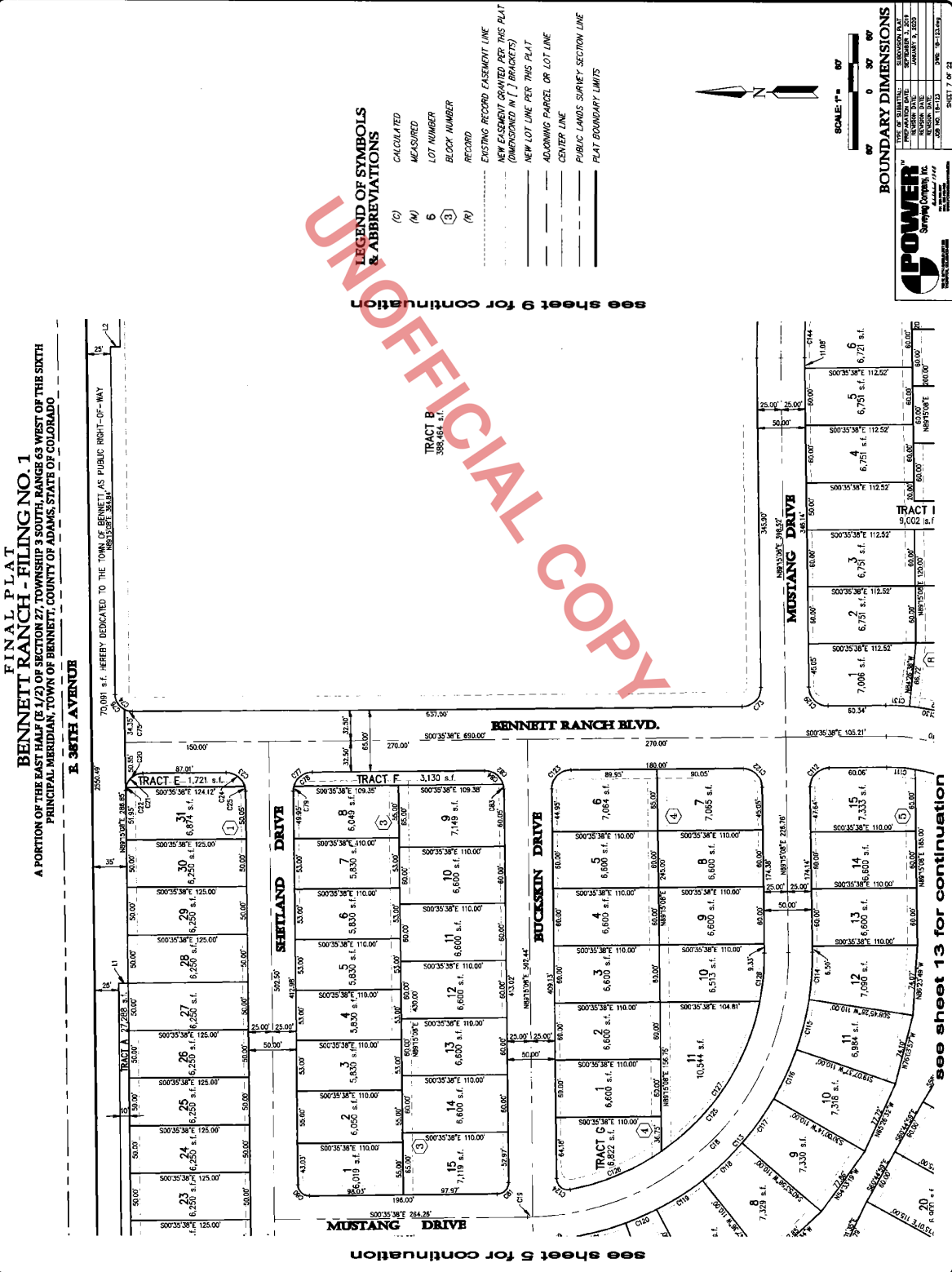
TRACT No.	SQ. FT. (Acres)	USE	OWNERSHIP	MAINTENANCE	PLAT SHEETS
A	27,298 s.f. (0.626)	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	5, 6, 7, 8
B	308,494 s.f. (7.019)	UTILITY EASEMENT	METRO DISTRICT	METRO DISTRICT	5, 6, 7, 8
C	80,587 s.f. (1.840)	SPA RECREATIONAL	LAND OWNER	METRO DISTRICT	7, 8, 9, 10
D	80,222 s.f. (1.834)	FIRE STATION	FIRE DISTRICT	FIRE DISTRICT	9, 10
E	80,222 s.f. (1.834)	WATER TANK & GROUNDWATER WELL	TOWN OF BENNETT	TOWN OF BENNETT	7, 8
F	1,721 s.f. (0.039)	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	7, 8
G	3,130 s.f. (0.072)	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	7, 8
H	108,891 s.f. (2.468)	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	8, 9, 10, 14
I	9,028 s.f. (0.208)	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	13, 14, 15, 16
J	217,889 s.f. (4.987)	PARK	METRO DISTRICT	METRO DISTRICT	7, 8, 9, 14
K	9,028 s.f. (0.208)	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	6, 8, 11, 12, 17, 18, 20
L	294,798 s.f. (6.709)	DETENTION POND	METRO DISTRICT	METRO DISTRICT	13, 14, 17, 18, 19, 20
M	837,048 s.f. (19.121)	SCHOOL	GREENLAWN DISTRICT	SCHOOL DISTRICT	15, 18
N	3,708,188 s.f. (85.052)	FUTURE FLINGS	LAND OWNER	LAND OWNER	19, 20, 21, 22
TOTAL	5,798,828 s.f. (131.769)				

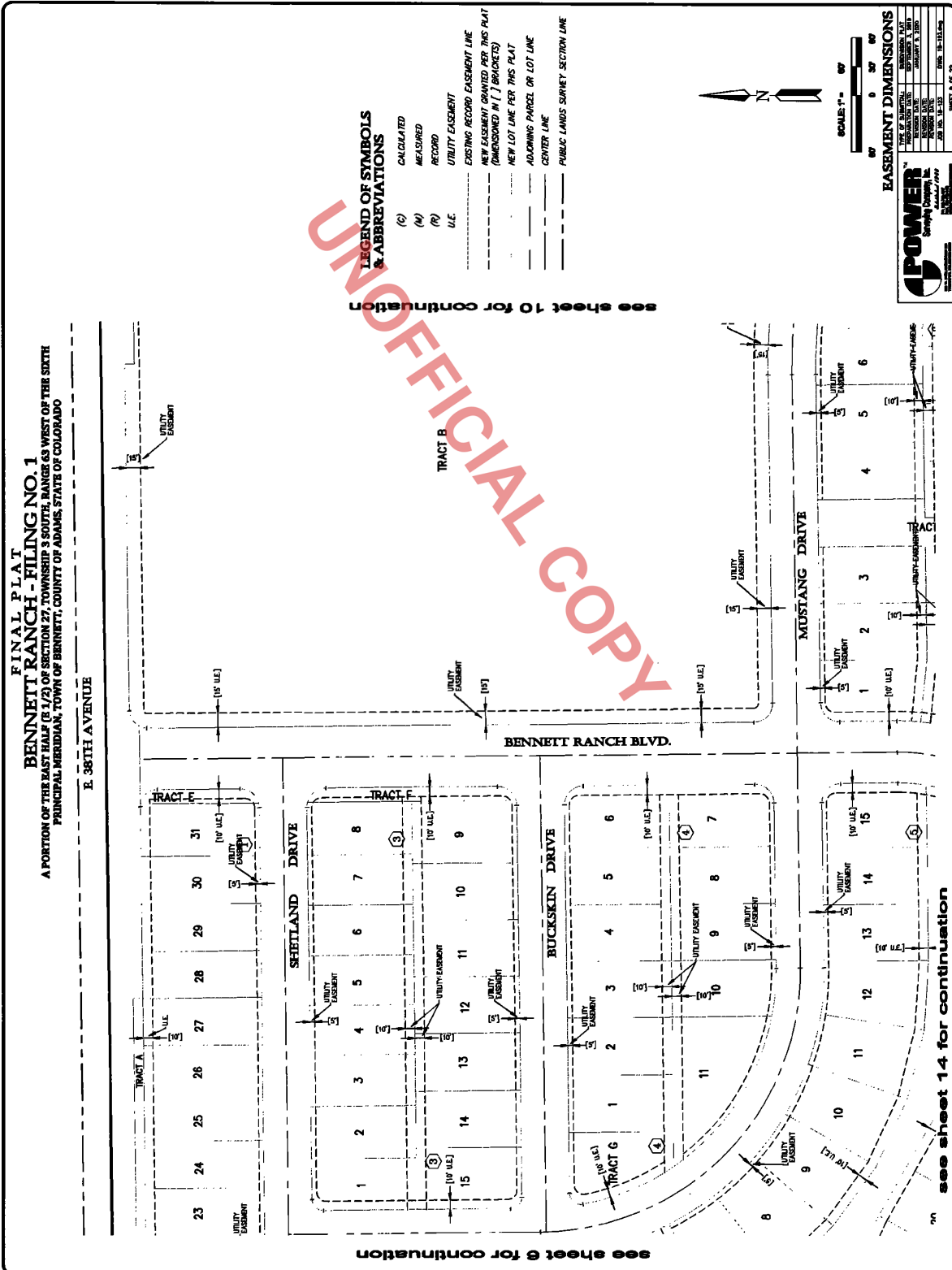
POWER
 Surveying & Consulting, Inc.
 1111 Adams Street
 Adams, Colorado 80001
 Phone: 303.733.8800
 Fax: 303.733.8800

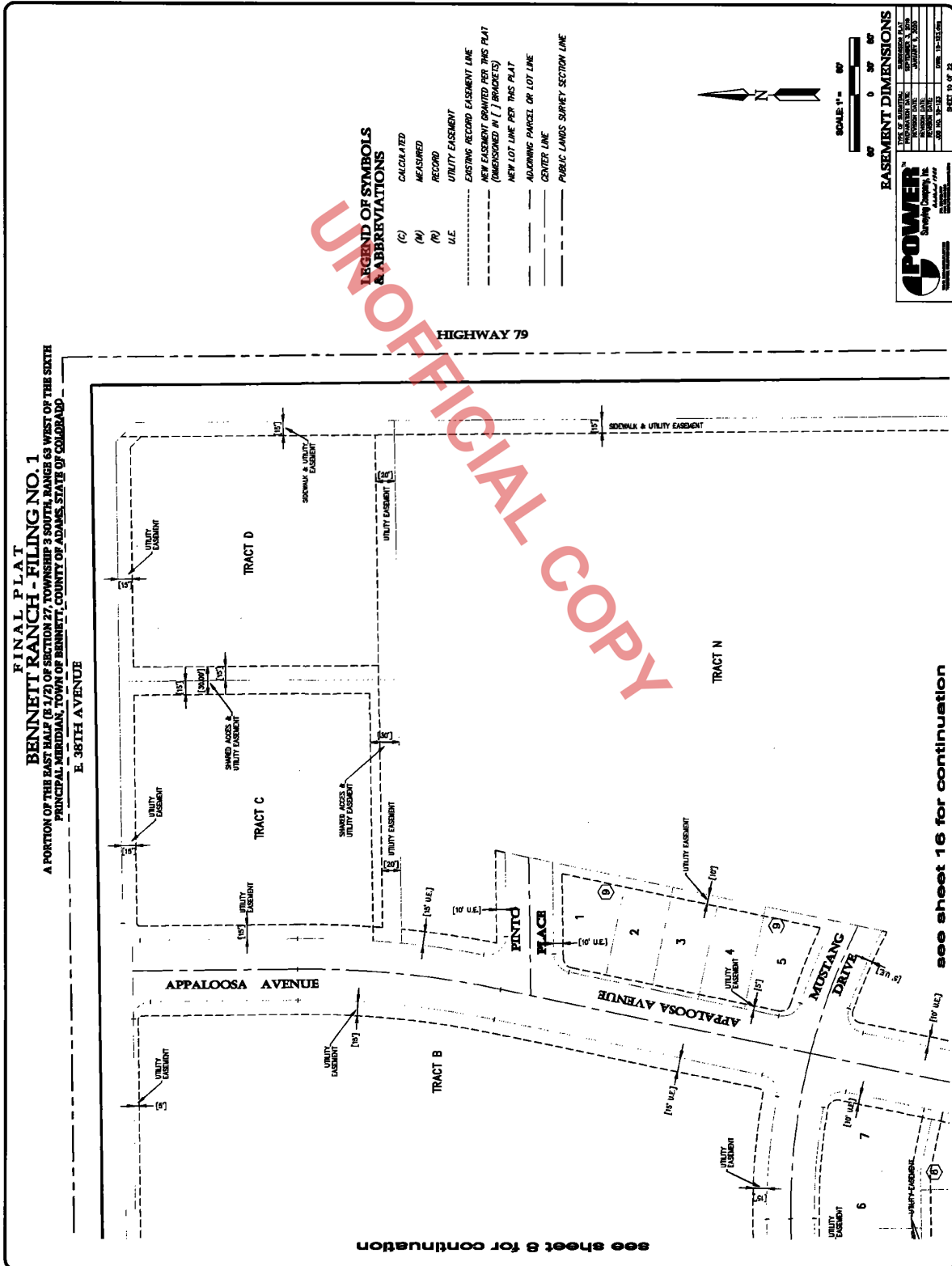
TYPE OF SURVEILLANCE: SUBDIVISION PLAT
 PREPARED BY: JOSH ZYGJELBAUM
 DATE: 10/23/2020
 REVISION DATE: 10/23/2020
 SHEET 2 OF 22

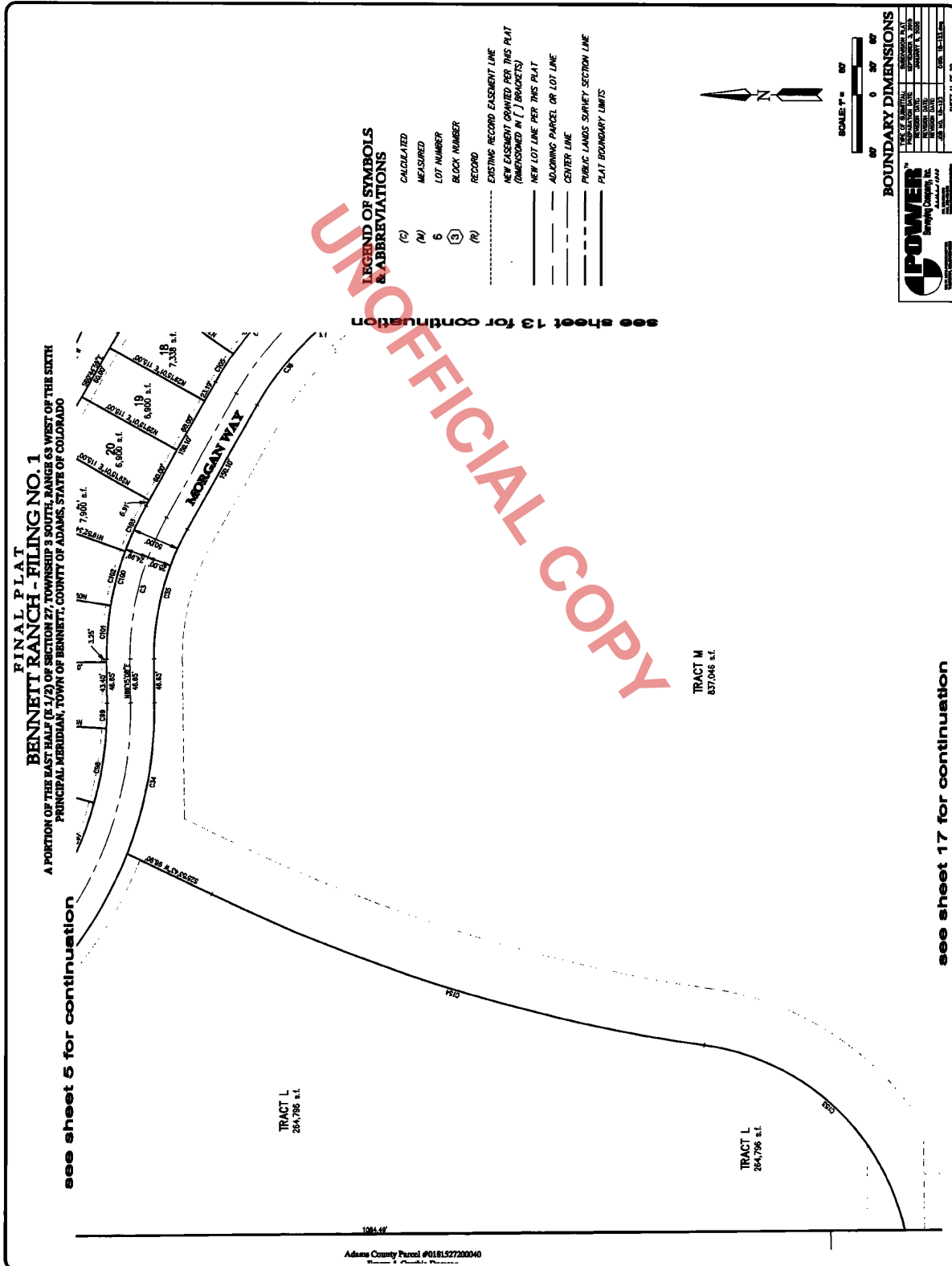


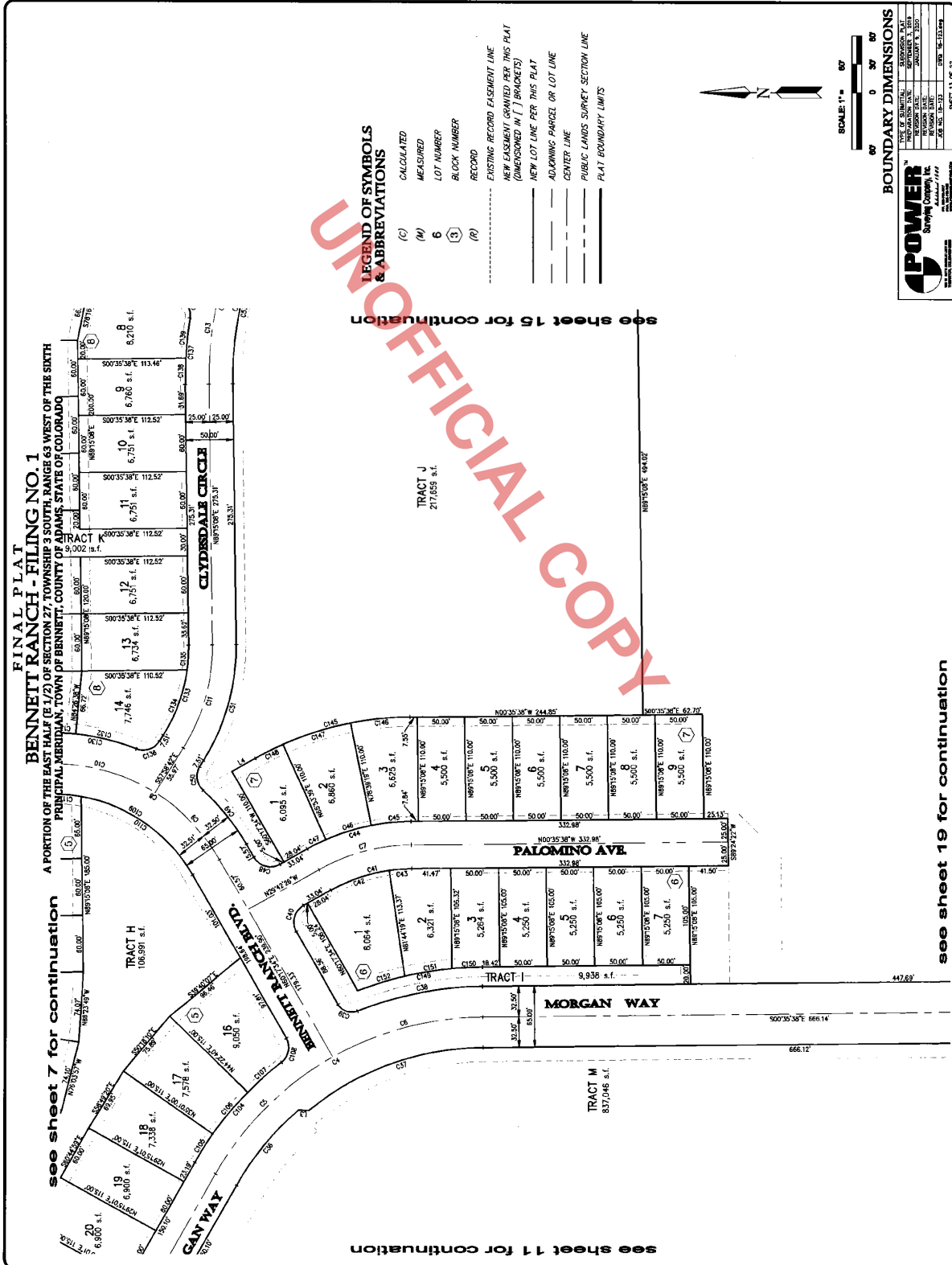


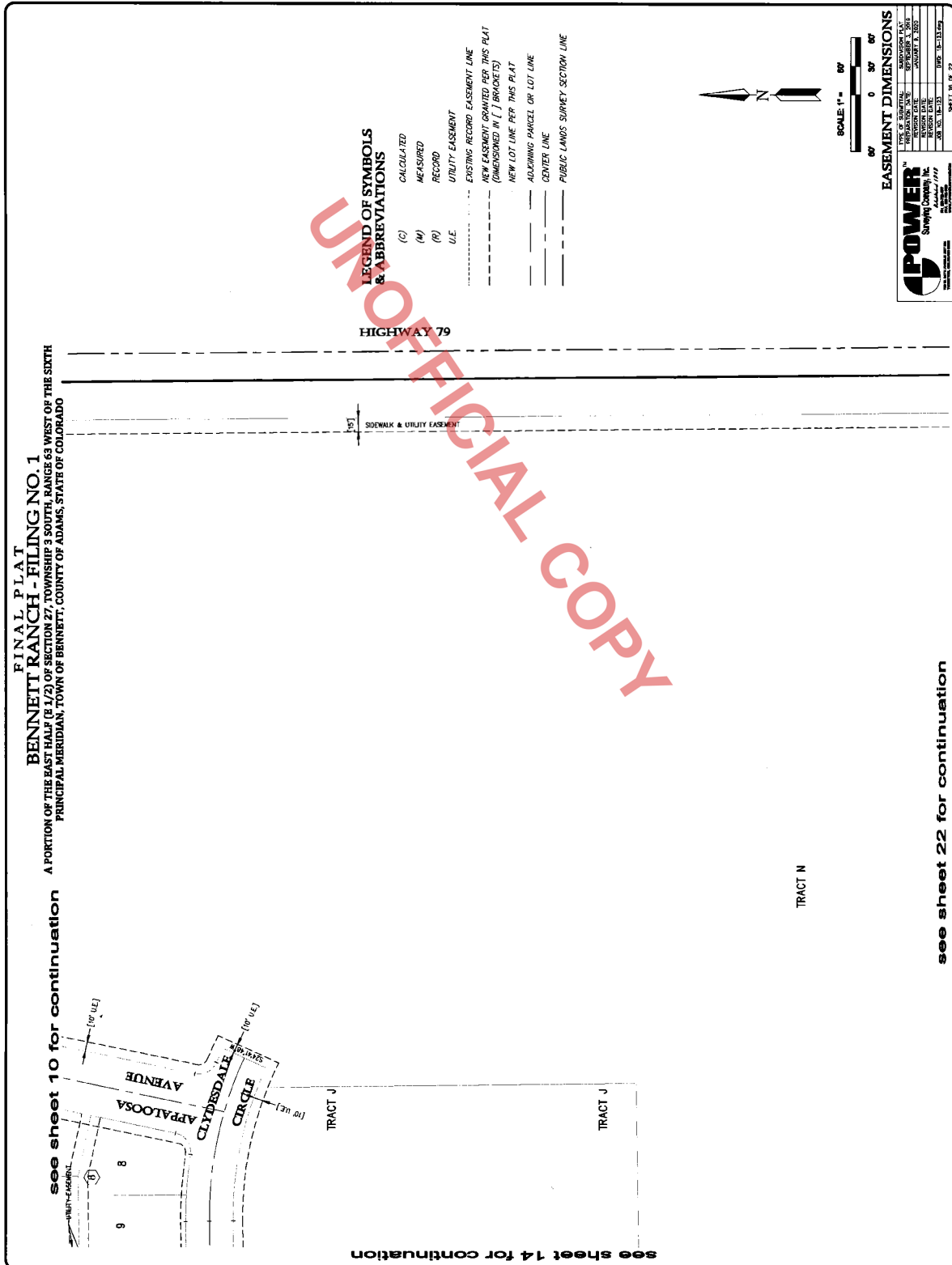


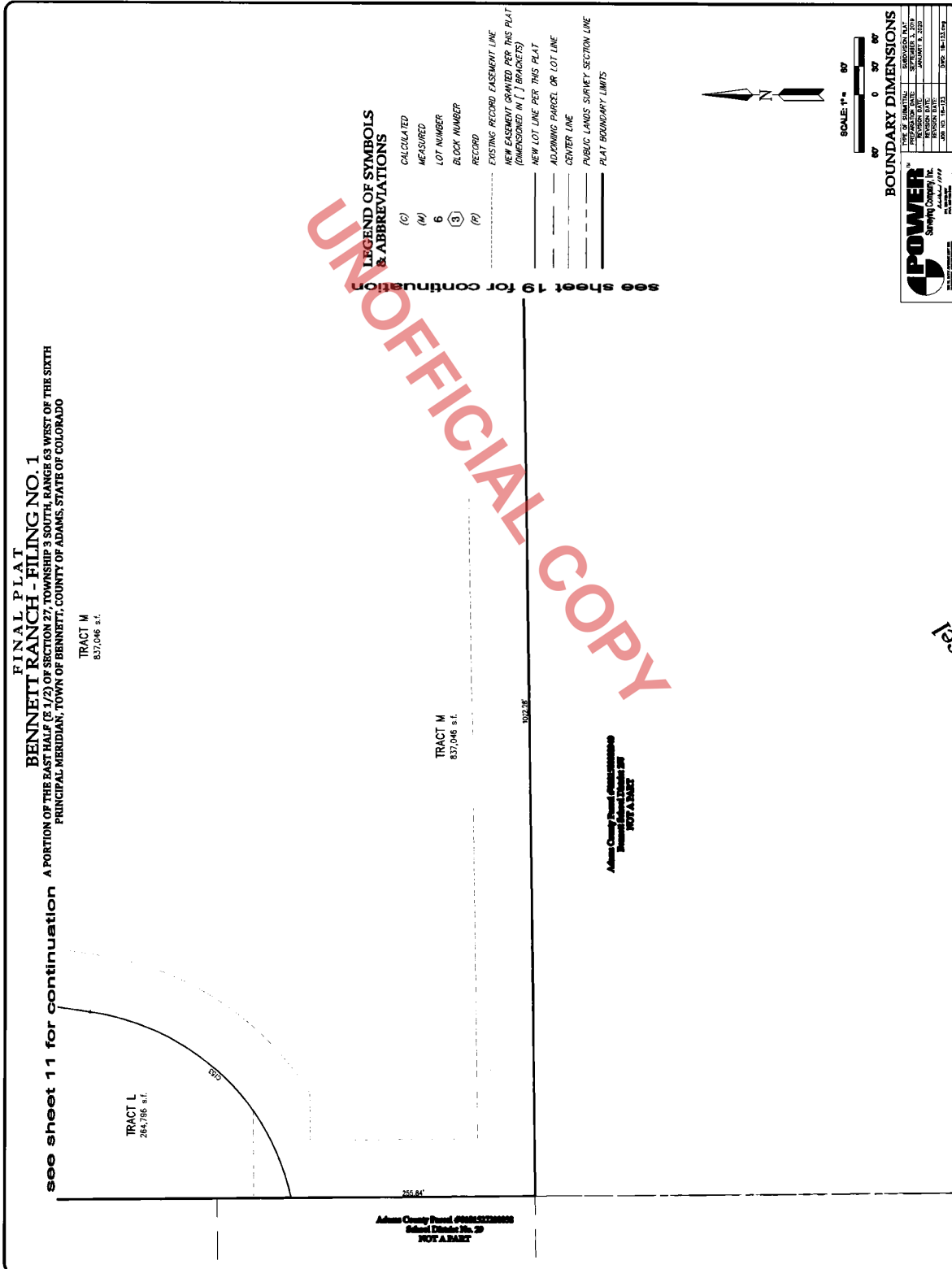


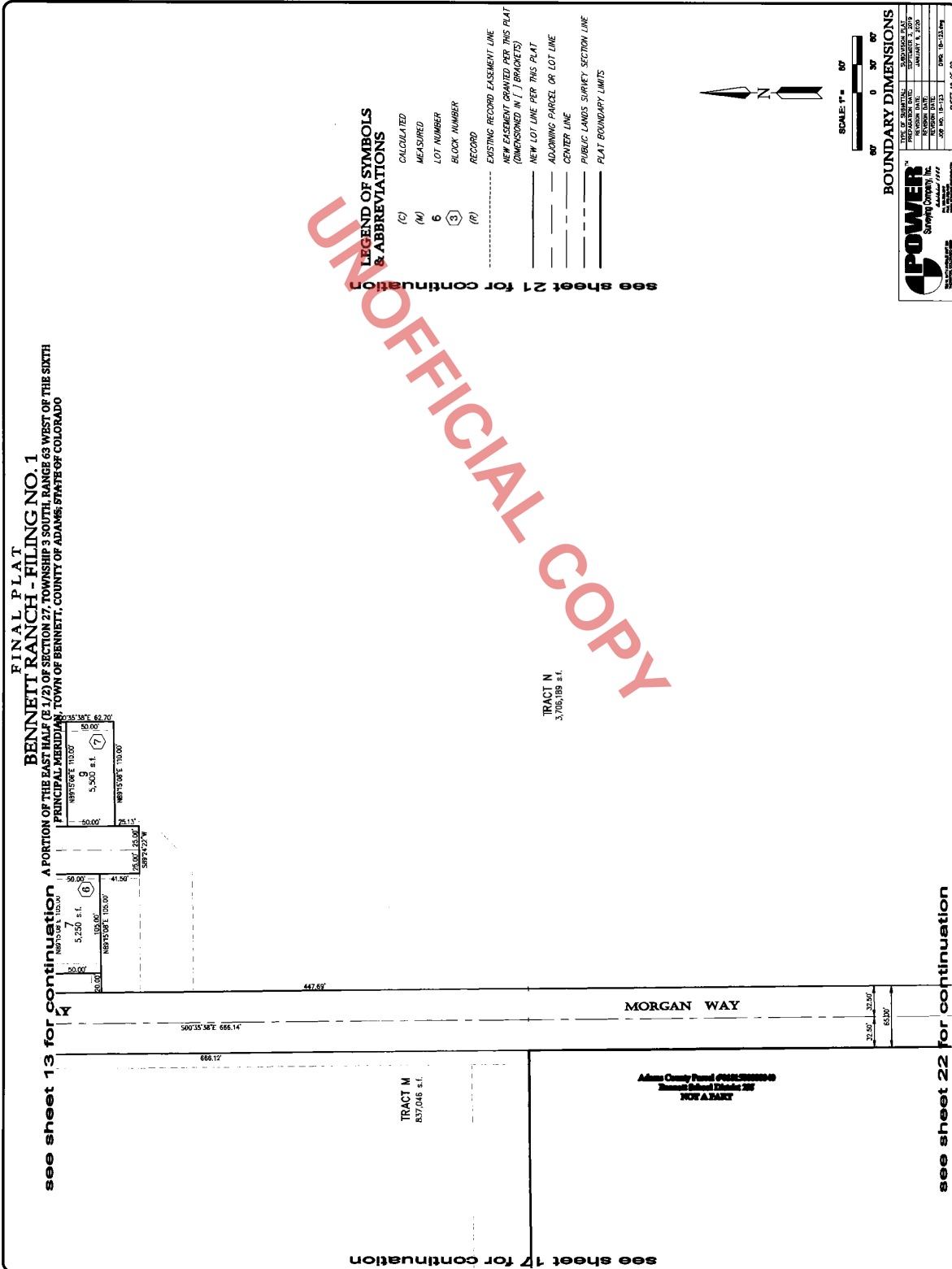


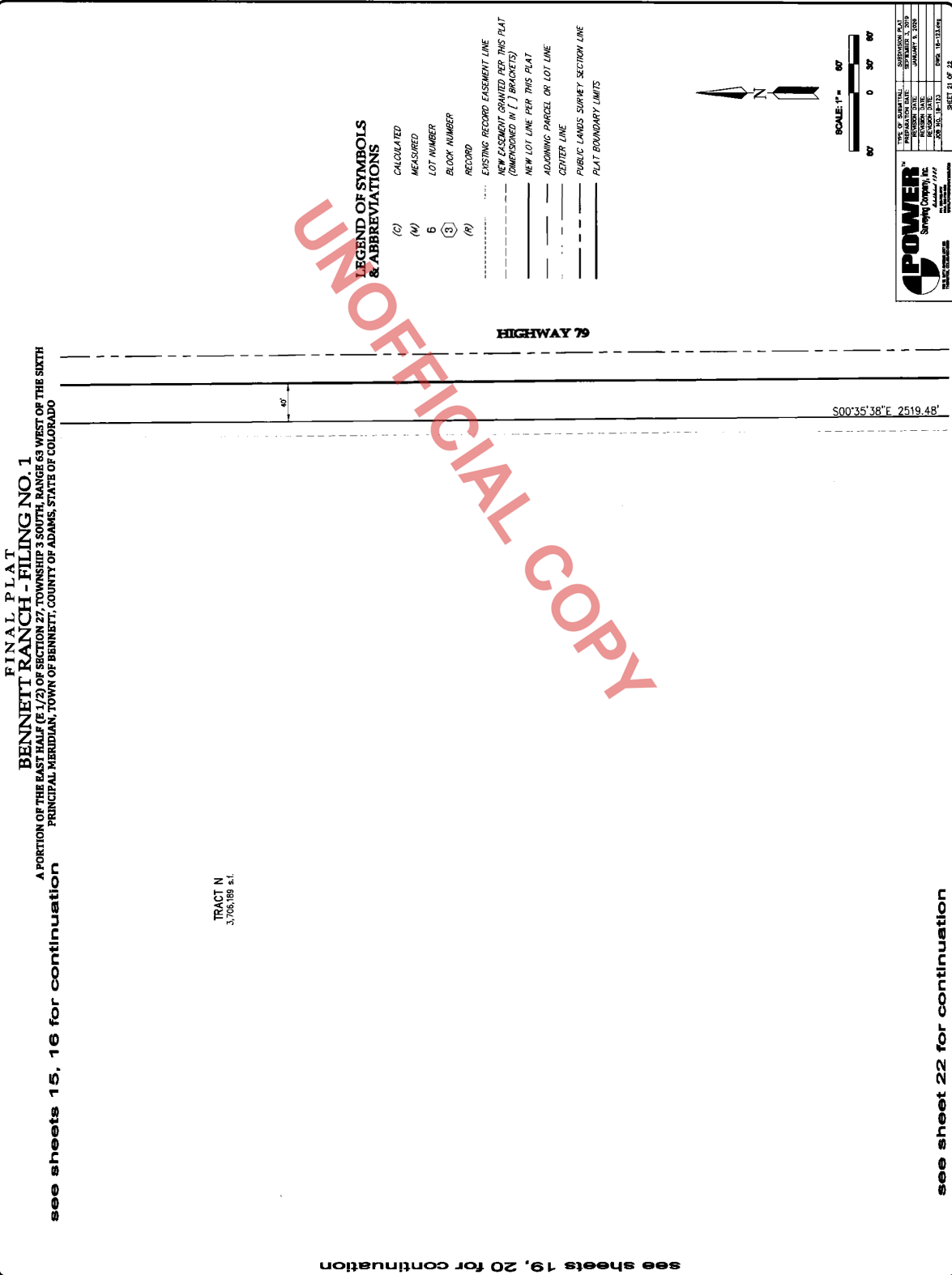












FINAL PLAT
BENNETT RANCH - FILING NO. 1
 A PORTION OF THE EAST HALF (E 1/2) OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH
 PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

TRACT N
 3,705,189 s.f.

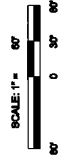
see sheets 19, 20 for continuation

see sheet 22 for continuation

UNOFFICIAL COPY

**LEGEND OF SYMBOLS
 & ABBREVIATIONS**

- (C) CALCULATED
- (M) MEASURED
- 6 LOT NUMBER
- (3) BLOCK NUMBER
- (R) RECORD
- EXISTING RECORD EASEMENT LINE
- NEW EASEMENT GRANTED PER THIS PLAT (DIMENSIONED IN [] BRACKETS)
- NEW LOT LINE PER THIS PLAT
- ADJOINING PARCEL OR LOT LINE
- CENTER LINE
- PUBLIC LANDS SURVEY SECTION LINE
- PLAT BOUNDARY LIMITS



POWER
 Survey Company, Inc.
 1000 W. 10th Street
 Fort Collins, CO 80521
 (970) 221-1111

DATE OF SURVEY	REVISION NO.
PRODUCTION DATE	DATE
REVISION DATE	REVISION
DATE	BY

SHEET 21 OF 22

EXHIBIT B
Subdivision Improvements

(see Sheets B-1 through
B-5 this Exhibit)

UNOFFICIAL COPY



	QTY	UNIT	UNIT COST	TOTAL COST	OWNER	SITE
EARTHWORK and EROSION CONTROL						
Silt Fence	16,294	LF	\$1.80	\$29,329.20	Private	ON
	2,706	LF	\$1.80	\$4,870.80	Private	OFF
Vehicle Tracking	3	EA	\$1,500.00	\$4,500.00	Private	ON
	1	EA	\$1,500.00	\$1,500.00	Private	OFF
Inlet Protection	34	EA	\$315.00	\$10,710.00	Private	ON
Outlet Protection	4	EA	\$500.00	\$2,000.00	Private	ON
	1	EA	\$500.00	\$500.00	Private	OFF
Straw Bale Barriers	10	EA	\$100.00	\$1,000.00	Private	ON
	5	EA	\$100.00	\$500.00	Private	OFF
Check Dam	4	EA	\$500.00	\$2,000.00	Private	ON
Sediment Trap	1	EA	\$2,000.00	\$2,000.00	Private	ON
Permanent Seeding (Hydro Seeding)	39.22	AC	\$1,000.00	\$39,224.98	Private	ON
	5.10	AC	\$1,000.00	\$5,100.00	Private	OFF
Type "L" Riprap	30	CY	\$35.00	\$1,050.00	Private	ON
	30	CY	\$35.00	\$1,050.00	Private	OFF
Earthwork cut/fill	782,740	CY	\$2.00	\$1,565,480.00	Private	ON
Subtotal				\$1,670,814.98		
STORM SEWER & DETENTION PONDS						
12" RCP	60	LF	\$30.00	\$1,800.00	Private	ON
12" RCP FES w/ trash rack	4	EA	\$300.00	\$1,200.00	Private	ON
18" RCP	1,177	LF	\$50.00	\$58,850.00	Private	ON
18" RCP FES w/ trash rack	3	EA	\$600.00	\$1,800.00	Private	ON
24" RCP	494	LF	\$80.00	\$39,520.00	Private	ON
30" RCP	1,485	LF	\$90.00	\$133,650.00	Private	ON
	1,467	LF	\$90.00	\$132,030.00	Public	OFF
36" RCP	273	LF	\$100.00	\$27,300.00	Private	ON
42" RCP	215	LF	\$110.00	\$23,650.00	Private	ON
48" RCP	1,300	LF	\$120.00	\$156,000.00	Private	ON
29"x45" Elliptical RCP	43	LF	\$115.00	\$4,945.00	Public	OFF
29"x45" Elliptical RCP FES w/ trash rack	1	EA	\$1,900.00	\$1,900.00	Public	OFF
Type IV Stilling Basin Outlet Structure	1	EA	\$10,000.00	\$10,000.00	Public	OFF
38"x60" Elliptical RCP	72	LF	\$130.00	\$9,360.00	Private	ON
38"x60" Elliptical RCP FES w/ trash rack	1	EA	\$2,500.00	\$2,500.00	Private	ON
43"x68" Elliptical RCP	60	LF	\$180.00	\$10,800.00	Private	ON
58"x91" Elliptical RCP	225	LF	\$200.00	\$45,000.00	Private	ON
4' Manhole	5	EA	\$3,000.00	\$15,000.00	Private	ON
	3	EA	\$3,000.00	\$9,000.00	Public	OFF
6' Manhole	9	EA	\$4,000.00	\$36,000.00	Private	ON
6' Manhole	2	EA	\$4,000.00	\$8,000.00	Private	OFF
8' Manhole	7	EA	\$4,500.00	\$31,500.00	Private	ON
9'x5' Vault	1	EA	\$5,000.00	\$5,000.00	Private	ON
10' Headwall w/ wingwalls and Forebay	2	EA	\$10,000.00	\$20,000.00	Private	ON
5' Type 'R' Inlet	7	EA	\$4,000.00	\$28,000.00	Private	ON
10' Type 'R' Inlet	8	EA	\$6,500.00	\$52,000.00	Private	ON
15' Type 'R' Inlet	9	EA	\$8,000.00	\$72,000.00	Private	ON
Type C Inlet	10	EA	\$3,500.00	\$35,000.00	Private	ON
Pond A Outlet (7' structure with Micropool)	1	EA	\$10,000.00	\$10,000.00	Private	ON
Basin C and D Swale (6401 cut, 1485 fill)	7,887	CY	\$3.00	\$23,661.00	Private	ON
Pond A Swillway (100' w/ concrete cutoff wall	1	LS	\$10,000.00	\$10,000.00	Private	ON
3' Concrete Trickle Channel (w/ 6" Curb)	1,324	LF	\$15.00	\$19,860.00	Private	ON
Subtotal				\$1,035,326.00		

SIA Cost Estimate
 Bennett Ranch Filing No 1

8/25/2020

Page B-3

	QTY	UNIT	UNIT COST	TOTAL COST	OWNER	SITE
WATER						
6" DIP Hydrant Laterals	485	LF	\$40.00	\$19,400.00	Public	ON
6" C900 Water Main	31	LF	\$50.00	\$1,550.00	Public	OFF
8" C900 Water Main	5,602	LF	\$60.00	\$336,120.00	Public	ON
	230	LF	\$60.00	\$13,800.00	Public	OFF
12" C900 Water Main	7,178	LF	\$70.00	\$502,460.00	Public	ON
	2,850	LF	\$70.00	\$199,500.00	Public	OFF
12" Bend	29	EA	\$1,200.00	\$34,800.00	Public	ON
	4	EA	\$1,200.00	\$4,800.00	Public	OFF
8" Bend	29	EA	\$1,000.00	\$29,000.00	Public	ON
6" Bend	1	EA	\$500.00	\$500.00	Public	OFF
12" Tee	8	EA	\$1,500.00	\$12,000.00	Public	ON
	1	EA	\$1,500.00	\$1,500.00	Public	OFF
12" Plug	4	EA	\$500.00	\$2,000.00	Public	ON
	1	EA	\$1,400.00	\$1,400.00	Public	OFF
12x8" Tee	4	EA	\$1,400.00	\$5,600.00	Public	ON
	1	EA	\$1,400.00	\$1,400.00	Public	OFF
12x6" Tee	11	EA	\$1,300.00	\$14,300.00	Public	ON
	2	EA	\$1,300.00	\$2,600.00	Public	OFF
12"x8" Reducer	5	EA	\$500.00	\$2,500.00	Public	ON
	1	EA	\$500.00	\$500.00	Public	OFF
8" Tee	4	EA	\$1,000.00	\$4,000.00	Public	ON
8" Plug	4	EA	\$400.00	\$1,600.00	Public	ON
8x6" Tee	14	EA	\$900.00	\$12,600.00	Public	ON
6" Valve	25	EA	\$800.00	\$20,000.00	Public	ON
8" Valve	25	EA	\$1,000.00	\$25,000.00	Public	ON
12" Valve	27	EA	\$1,200.00	\$32,400.00	Public	ON
6" Fire Hydrant Assembly	24	EA	\$4,000.00	\$96,000.00	Public	ON
3/4" water line service and meter	145	EA	\$2,000.00	\$290,000.00	Public	ON
Temporary Blowoff	6	EA	\$3,000.00	\$18,000.00	Public	ON
Air/Vac Valve w/ 4' manhole	3	EA	\$5,000.00	\$15,000.00	Public	ON
	1	EA	\$5,000.00	\$5,000.00	Public	OFF
Bore Hwy 79 (80 LF, 20" steel casing, 12" main)	1	LS	\$80,000.00	\$80,000.00	Public	OFF
Converse Road Pump Upgrades	1	LS	\$150,000.00	\$150,000.00	Public	OFF
Well Pump #4 Upgrade	1	LS	\$100,000.00	\$100,000.00	Public	OFF
Connect to Existing System	4	LS	\$5,000.00	\$20,000.00	Public	OFF
Subtotal				\$2,055,330.00		

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Important note: This was based upon a concept that had not been approved by the client nor the city

SIA 08-24-2020

SIA Cost Estimate
 Bennett Ranch Filing No 1

8/25/2020

Page B-4

	QTY	UNIT	UNIT COST	TOTAL COST	OWNER	SITE
SANITARY SEWER						
8" Sanitary Sewer Main	5,864	LF	\$60.00	\$351,840.00	Public	ON
12" Sanitary Sewer Main	2,850	LF	\$80.00	\$228,000.00	Public	ON
18" Sanitary Sewer Main	2,634	LF	\$100.00	\$263,400.00	Public	OFF
4" sanitary sewer service	146	EA	\$1,800.00	\$262,800.00	Public	ON
6" sanitary sewer service	1	EA	\$2,000.00	\$2,000.00	Public	ON
6" sanitary cleanout	1	EA	\$2,500.00	\$2,500.00	Public	OFF
4' Manhole	55	EA	\$5,000.00	\$275,000.00	Public	ON
4' Manhole w/ Fall Protection	1	EA	\$10,000.00	\$10,000.00	Public	ON
4' Manhole w/ Fall Protection	4	EA	\$10,000.00	\$40,000.00	Public	OFF
4' Drop Manhole	1	EA	\$7,000.00	\$7,000.00	Public	OFF
Treatment Facility Upgrades (Reclaimed system)	1	LS	\$350,000.00	\$350,000.00	Public	OFF
Connect to Existing System	2	LS	\$5,000.00	\$10,000.00	Private	OFF
Subtotal				\$1,802,540.00		
STREETS						
Subgrade Preparation	69,468	SY	\$1.50	\$104,201.83	Public	ON
	16,964	SY	\$1.50	\$25,446.00	Public	OFF
2.5' Vertical C&G	7,411	LF	\$20.00	\$148,220.00	Public	ON
2.5' Rollover C&G with 5' Sidewalk (Monolithic)	11,262	LF	\$50.00	\$563,100.00	Public	ON
2.5' Vertical C&G with 5' Sidewalk (Monolithic)	1,104	LF	\$70.00	\$77,280.00	Public	ON
6' wide Concrete walk	9,108	LF	\$20.00	\$182,160.00	Public	ON
ADA Handicap ramps	39	EA	\$2,000.00	\$78,000.00	Public	ON
Stop Sign w/ street sign	20	EA	\$700.00	\$14,000.00	Public	ON
Traffic Control	1	LS	\$10,000.00	\$10,000.00	Public	OFF
Concrete Crosspan (8' wide)	1,276	LF	\$50.00	\$63,800.00	Public	ON
Full Depth asphalt paving (6" thick)	12,624	TON	\$80.00	\$1,009,934.90	Public	ON
	4,380	TON	\$80.00	\$350,400.00	Public	OFF
Street Light	27	EA	\$3,000.00	\$81,000.00	Public	ON
Subtotal				\$2,707,542.73		
RECLAIMED WATER						
10" Main	3,020	LF	\$20.00	\$60,400.00	Public	ON
	2,762	LF	\$20.00	\$55,240.00	Public	OFF
6" Main	1,205	LF	\$15.00	\$18,075.00	Public	ON
2" Zone	8,600	LF	\$5.00	\$43,000.00	Private	ON
Connect to Existing System	1	LS	\$10,000.00	\$10,000.00	Public	OFF
PVC Roadway crossing sleeve	8	EA	\$500.00	\$4,000.00	Private	ON
10" Fittings/Bends	6	EA	\$100.00	\$600.00	Public	OFF
Install Filing 1 service lines (145 lots, Tracts A, B, E, F, G, H, I, J, K)	154	EA	\$500.00	\$77,000.00	Private	ON
Install Temporary Connection to Domestic supply	1	EA	\$2,000.00	\$2,000.00	Public	ON
Master Meter	1	EA	\$10,000.00	\$10,000.00	Public	ON
Subtotal				\$280,315.00		

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Important note: This was based upon a concept that had not been approved by the client nor the city

SIA 08-24-2020

SIA Cost Estimate
 Bennett Ranch Filing No 1

8/25/2020

Page B-5

	QTY	UNIT	UNIT COST	TOTAL COST	OWNER	SITE
LANDSCAPE/IRRIGATION						
ROW Streetscape						
Turf Grass Sod w/soil prep	18,139	ft2	\$0.48	\$8,706.72	Public	ON
	14,450	ft2	\$0.48	\$6,936.00	Public	OFF
Irrigation * Does not include tap fees, Backflow	18,139	ft2	\$0.80	\$14,511.20	Public	ON
	14,450	ft2	\$0.80	\$11,560.00	Public	OFF
Shade Tree - 2.5" Cal B&B	278	ea	\$500.00	\$139,000.00	Public	ON
Ornamental Tree - 2" Cal B&B	27	ea	\$400.00	\$10,800.00	Public	ON
Subtotal				\$191,513.92		
Park						
Turf Grass Sod w/soil prep	40,406	ft2	\$0.48	\$19,394.88	Private	ON
Shrub bed mulch and soil prep	43,319	ft2	\$1.20	\$51,982.80	Private	ON
Native Seed w/ soil prep (temporarily irrigated)	116,710	ft2	\$0.25	\$29,177.50	Private	ON
Landscape Edger	1,053	lf	\$3.00	\$3,159.00	Private	ON
Irrigation * Does not include tap fees, Backflow	83,725	ft2	\$0.80	\$66,980.00	Private	ON
Temporary Irrigation * Does not include tap fees, Backflow	116,710	ft2	\$0.50	\$58,355.00	Private	ON
Shade Tree - 2.5" Cal B&B	13	ea	\$500.00	\$6,500.00	Private	ON
Ornamental Tree - 2" Cal B&B	18	ea	\$400.00	\$7,200.00	Private	ON
Evergreen Tree 6' Height	40	ea	\$450.00	\$18,000.00	Private	ON
Shrub - 5 Gallon	400	ea	\$28.00	\$11,200.00	Private	ON
Perennials/Ornamental grasses - 1 gallon	200	ea	\$16.00	\$3,200.00	Private	ON
Engineered Wood Fiber (Playground Surfacing)	2,311	sf	\$4.00	\$9,244.00	Private	ON
Playground Drain System (Fibar or equal)	1	ea	\$800.00	\$800.00	Private	ON
Playground Thickened Edge	198	lf	\$28.00	\$5,544.00	Private	ON
Bike Rack	2	ea	\$680.00	\$1,360.00	Private	ON
Bench	6	ea	\$1,256.00	\$7,536.00	Private	ON
Picnic Table	4	ea	\$2,600.00	\$10,400.00	Private	ON
BBQ Grill	2	ea	\$328.00	\$656.00	Private	ON
Trash Receptacle	2	ea	\$1,116.00	\$2,232.00	Private	ON
Dog bag station	2	ea	\$943.00	\$1,886.00	Private	ON
Double Tower Play Structure	1	ea	\$20,000.00	\$20,000.00	Private	ON
Lighthouse Play Net	1	ea	\$10,000.00	\$10,000.00	Private	ON
Swing Set	1	ea	\$10,000.00	\$10,000.00	Private	ON
Shelter	1	ea	\$16,000.00	\$16,000.00	Private	ON
Subtotal				\$370,807.18		
Open Space Tracts						
Shrub Bed Mulch and soil prep	31,341	ft2	\$1.20	\$37,609.20	Private	ON
Native Seed w/ soil prep (temporarily irrigated)	8.58	AC	\$11,000.00	\$94,325.25	Private	ON
Landscape Edger	860	lf	\$3.00	\$2,580.00	Private	ON
Irrigation * Does not include tap fees, Backflow	31,341	ft2	\$0.80	\$25,072.80	Private	ON
Temporary Irrigation * Does not include tap fees, Backflow	373,528	ft2	\$0.68	\$253,999.04	Private	ON
Shade Tree - 2.5" Cal B&B	25	ea	\$500.00	\$12,500.00	Private	ON
Ornamental trees - 2" Cal B&B	7	ea	\$400.00	\$2,800.00	Private	ON
Evergreen Tree - 6' Height	45	ea	\$450.00	\$20,250.00	Private	ON
Shrub - 5 Gallon	550	ea	\$28.00	\$15,400.00	Private	ON
Perennials/Ornamental grasses - 1 gallon	250	ea	\$16.00	\$4,000.00	Private	ON
Bench with concrete pad	2	ea	\$1,600.00	\$3,200.00	Private	ON
Subtotal				\$471,736.29		
				TOTAL ESTIMATE	\$10,585,926.10	

ITEMIZED IMPROVEMENTS

	ONSITE	OFFSITE
PUBLIC	\$5,187,610	\$1,873,507
PRIVATE	\$3,493,289	\$31,521

Page B-5

EXHIBIT C
Off Site Improvements

(see Sheets C-1 through
C-15 this Exhibit)

UNOFFICIAL COPY

EXHIBIT C
BENNETT RANCH
 FILING 1
 10/2/2020

OFF-SITE & SPECIAL IMPROVEMENT SUMMARY

Service	Page	Description	Design Party	Construction Party	Timeline	Development Fee Status
Sanitary Sewer	C-3	School District - Damron Sanitary Sewer Main	Subdivider	Subdivider	Before building permits (including model homes)	No development fee credits provided
Potable Water	C-4	Groundwater Well or Wells	Town	Town	Not required for Filing 1	Included in current water development fee
Potable Water	C-5	Water Storage Tank or Tanks	Town	Town	Not required for Filing 1	Included in current water development fee
Potable Water	C-6	Converse Road Pump House Upgrades	Town	Town	Before building permits (including model homes)	Water development fee credits available
Potable Water	C-7	Old Town Hall Pump House Upgrades	Town	Town	Before building permits (including model homes)	Water development fee credits available
Potable Water	C-8	State Highway 79 Water Main Crossing	Subdivider	Subdivider	Before building permits (including model homes)	Water development fee credits available (partial)
Non-Potable Water	C-9	Non-Potable Water Storage & Pumping System	Town	Town	Before building permits (including model homes)	No development fee credits provided
Non-Potable Water	C-10	Non-Potable Water Delivery System	Subdivider	Subdivider	Before building permits (including model homes)	Water development fee credits available
Stormwater	C-11	Off-Site (East 38th Avenue) Stormwater Main & Outfall	Subdivider	Subdivider	Before building permits (including model homes)	No development fee credits provided
Transportation	C-12	Morgan Way Extension to Palmer Avenue	Subdivider	Subdivider	Before building permits (including model homes)	No development fee credits provided
Transportation	C-13	Morgan Way - Washington Way Intersection Improvements	Subdivider	Subdivider	Before building permits (including model homes)	No development fee credits provided
Transportation	C-14	Morgan Way - Palmer (State Highway 79) Intersection Improvements	Subdivider	Subdivider	Before building permits (including model homes)	No development fee credits provided
Transportation	C-15	East 38th Avenue - State Highway 79 Intersection Improvements	Subdivider	Subdivider	Before building permits (including model homes)	No development fee credits provided

Improvement:

“School District-Damron” Sanitary Sewer Main.

Scope / Description:

Per approved Filing 1 public improvement Construction Documents, Sanitary Sewer Interceptor, approximately south of Truman (projection), to west of 5th Street (projection), to Town North Municipal Service Center property, to Town Wastewater Treatment Facility (WWTF) parcel, to existing 18-inch PVC sanitary sewer main pipe connection, east side of WWTF parcel. Interceptor main sizing per approved Filing 1 public improvement construction plans.

Timeline Sequence:

Required Conditional Acceptance (CA) prior to Filing 1 building permits issued, including model homes. May be reduced to “Substantial Completion” by Town Engineer for model home permit issuance.

Party Responsible for Design & Engineering:

Subdivider.

Party Responsible for Permitting:

Subdivider.

Party Responsible for Easement/Right-of-Way Acquisition:

Subdivider.

Party Responsible for Construction:

Subdivider.

Cost Allocation Notes:

- Subdivider cost, no Town or other Party contribution.
- No Subdivider reimbursement required for existing Town 18-inch sanitary sewer main at the Town WWTF.
- For purposes of this section, “Substantial Completion” means the date when the construction is sufficiently complete in accordance with the contract documents so that the work or designated portion thereof is available for use by the owner.
- No sewer development fee or other credit or reduction available for this improvement.
- No upsize or cost reimbursement available for this improvement.

Improvement:

Groundwater Well or Wells – not a developer improvement / included for purposes of documentation and record only.

Scope / Description:

Groundwater well or wells as needed, and all related pumps, piping, controls, water treatment, site amenities and accessories, housing, security fencing, and appurtenances, to be located on Tract D, Town water storage tank and groundwater well parcel, located at the northeast corner of Filing 1, and the southwest corner of SH 79 and East 38th Avenue.

Timeline Sequence:

Not required for Filing 1 public improvement infrastructure development, nor Conditional Acceptance, nor Filing 1 building permits.

Threshold Event:

Determined by the Town of Bennett, as needed for Town water supply.

Party Responsible for Design & Engineering:

Town of Bennett.

Party Responsible for Permitting:

Town of Bennett.

Party Responsible for Easement/Right-of-Way Acquisition:

Town of Bennett.

Party Responsible for Construction:

Town of Bennett.

Cost Allocation Notes:

- The cost for the groundwater well or wells, if- and as-needed, are included with the Town Water Development Fee to be paid by at time of building permit issuance.
- There is no other direct cost or participation cost for the Subdivider.
- There is no guarantee, nor requirement, for the Town to build a groundwater well or groundwater wells on Tract D with this Agreement, nor for this development. The well or wells are to be built if- and as-needed only, as determined by the Town to support municipal water service to this development or other areas of Town.

Improvement:

Water Storage Tank or Tanks – not a developer improvement / included for purposes of documentation and record only.

Scope / Description:

Water storage tank or tanks as needed, and all related site grading, prep, foundations, pumps, piping, controls, water treatment, site amenities and accessories, housing, security fencing, and appurtenances, to be located on Tract D, Town water storage tank and groundwater well parcel, located at the northeast corner of Filing 1, and the southwest corner of SH 79 and East 38th Avenue.

Timeline Sequence:

Not required for Filing 1 public improvement infrastructure development, nor Conditional Acceptance, nor Filing 1 building permits.

Threshold Event:

Determined by the Town of Bennett, as needed for Town water supply.

Party Responsible for Design & Engineering:

Town of Bennett.

Party Responsible for Permitting:

Town of Bennett.

Party Responsible for Easement/Right-of-Way Acquisition:

Town of Bennett.

Party Responsible for Construction:

Town of Bennett.

Cost Allocation Notes:

- The cost for the water storage tank or tanks, if- and as-needed, are included with the Town Water Development Fee, to be paid by at time of building permit issuance.
- There is no other direct cost or participation cost for the Subdivider.
- There is no guarantee, nor requirement, for the Town to build a water storage tank or tanks on Tract D with this Agreement, nor for this development. The water storage tank or tanks are to be built if- and as-needed only, as determined by the Town to support municipal water service to this development or other areas of Town.

Improvement:

Converse Road Pump House Upgrades.

Scope / Description:

Upgrades to the existing Town Converse Road pump station, to support fire flows for this development. The improvements are expected to include housing expansion or renovation, pump and control upgrades, and all related piping, valves, alarms, power, site amenities and accessories, and appurtenances.

Timeline Sequence:

Required "Substantial Completion" prior to Filing 1 building permits issued, including model homes.

Party Responsible for Design & Engineering:

Town of Bennett.

Party Responsible for Permitting:

Town of Bennett.

Party Responsible for Easement/Right-of-Way Acquisition:

Town of Bennett.

Party Responsible for Construction:

Town of Bennett.

Cost Allocation Notes:

- Subdivider to pay \$180,000 towards pump house upgrades, to be paid in support of the project development at a time specified by the Town, but no later than September 1, 2021 in accordance with the terms and conditions of Section 2.4(b) of this Agreement .
- This improvement cost is eligible for Water Development Fee credit for building permit fees, until Subdivider is fully reimbursed as more fully described in the Agreement.

Improvement:

Old Town Hall Pump House Upgrades.

Scope / Description:

Upgrades to the existing Old Town Hall pump station, to support fire flows and a robust redundant water supply secondary feed for this development. The improvements are expected to include housing expansion or renovation, pump and control upgrades, and all related piping, valves, alarms, power, site amenities and accessories, and appurtenances.

Timeline Sequence:

Required "Substantial Completion" prior to Filing 1 building permits issued, including model homes.

Party Responsible for Design & Engineering:

Town of Bennett.

Party Responsible for Permitting:

Town of Bennett.

Party Responsible for Easement/Right-of-Way Acquisition:

Town of Bennett.

Party Responsible for Construction:

Town of Bennett.

Cost Allocation Notes:

- Subdivider to pay \$70,000 towards pump house upgrades, to be paid in support of the project development at a time specified by the Town, but no later than September 1, 2021 in accordance with the terms and conditions of Section 2.4(b) of this Agreement.
- This improvement cost is eligible for Water Development Fee credit for building permit fees, until Subdivider is fully reimbursed as more fully described in the Agreement.

Improvement:

State Highway 79 Water Main Crossing.

Scope / Description:

Per approved Filing 1 public improvement Construction Documents, 12-inch Water Main extension across State Highway 79, at East 38th Avenue alignment, and including right-of-way width boring and casing, valving and appurtenances, and line termination treatment, featuring fire hydrant and blow-off assembly.

Timeline Sequence:

Required Conditional Acceptance (CA) prior to Filing 1 building permits issued, including model homes. May be reduced to "Substantial Completion" by Town Engineer for model home permit issuance.

Party Responsible for Design & Engineering:

Subdivider.

Party Responsible for Permitting:

Subdivider.

Party Responsible for Easement/Right-of-Way Acquisition:

Subdivider.

Party Responsible for Construction:

Subdivider.

Cost Allocation Notes:

- Half of State Highway 79 crossing construction cost, including main, boring, and casing pipe, is eligible for Water Development Fee credit for building permit fees, until Subdivider is fully reimbursed as more fully described in the Agreement. Engineering and design costs are not eligible for the credit.
- Termination treatments outlined above are not eligible for reimbursement, as these would be required for any system termination point.
- For purposes of this section, "Substantial Completion" means the date when the construction is sufficiently complete in accordance with the contract documents so that the work or designated portion thereof is available for use by the owner.

Improvement:

Non-Potable Water Storage and Pumping System.

Scope / Description:

Delivery system for Town non-potable water, including 1 million gallon lined storage pond at Town Wastewater Treatment Facility, plus pumping, piping, controls and 10-inch non-potable water main, extending to a connection point on the Town North Municipal Service Center property, south of the Town Wastewater Treatment Facility (WWTF) and the non-potable water storage pond and pump station.

Timeline Sequence:

Required "Substantial Completion" prior to Filing 1 building permits issued, including model homes.

Party Responsible for Design & Engineering:

Town of Bennett.

Party Responsible for Permitting:

Town of Bennett.

Party Responsible for Easement/Right-of-Way Acquisition:

Town of Bennett.

Party Responsible for Construction:

Town of Bennett.

Cost Allocation Notes:

- Subdivider to pay \$350,000 towards non-potable water storage and pumping system improvements, to be paid in support of the project development at a time specified by the Town, but not later than 90 days after execution of this Agreement.
- No Town water development fee credits or other fee reductions are available for this improvement.

Improvement:

Non-Potable Water Delivery System.

Scope / Description:

Delivery system for Town non-potable water, including 10-inch non-potable water main, isolation valves, bends, fittings, tracer wire, warning tape, air vac/air release station(s), hydrants, blow-off's, and all related and necessary appurtenances, per approved Filing 1 public improvement Construction Documents, and extending from a connection point on the Town North Municipal Service Center property, south of the Town Wastewater Treatment Facility (WWTF) and the non-potable water storage pond and pump station, to the development.

Timeline Sequence:

Required Conditional Acceptance (CA) prior to Filing 1 building permits issued, including model homes. May be reduced to "Substantial Completion" by Town Engineer for model home permit issuance.

Party Responsible for Design & Engineering:

Subdivider.

Party Responsible for Permitting:

Subdivider.

Party Responsible for Easement/Right-of-Way Acquisition:

Subdivider.

Party Responsible for Construction:

Subdivider.

Cost Allocation Notes:

- Subdivider cost, no Town or other Party contribution.
- For purposes of this section, "Substantial Completion" means the date when the construction is sufficiently complete in accordance with the contract documents so that the work or designated portion thereof is available for use by the owner.
- The developer will receive a Water Development Fee reduction to reflect that exterior residential yard irrigation will not be included on the Town SFE calculation sheet.
- There will be no commensurate Sewer Development Fee reduction, since this Development Fee is already adjusted to reflect indoor building use only.
- No upsize or cost reimbursement available for this improvement.

Improvement:

Off-Site (East 38th Avenue) Stormwater Main and Outfall.

Scope / Description:

Per approved Filing 1 public improvement Construction Documents, Stormwater Main line, crossing and along East 38th Avenue, to north of Town Wastewater Treatment Facility (WWTF) parcel, to outfall point at Unnamed Drainage, and including all inlets, manholes, laterals, connections, and outfall structure(s) including energy dissipation.

Timeline Sequence:

Required Conditional Acceptance (CA) prior to Filing 1 building permits issued, including model homes. May be reduced to "Substantial Completion" by Town Engineer for model home permit issuance.

Party Responsible for Design & Engineering:

Subdivider.

Party Responsible for Permitting:

Subdivider.

Party Responsible for Easement/Right-of-Way Acquisition:

Subdivider.

Party Responsible for Construction:

Subdivider.

Cost Allocation Notes:

- Subdivider cost, no Town or other Party contribution.
- For purposes of this section, "Substantial Completion" means the date when the construction is sufficiently complete in accordance with the contract documents so that the work or designated portion thereof is available for use by the owner.
- No development impact fee or other credit or reduction available for this improvement.
- No upside or cost reimbursement available for this improvement.

Improvement:

Morgan Way Extension to Palmer Avenue.

Scope / Description:

Per approved Filing 1 public improvement Construction Documents, 28-foot asphalt-paved roadway connection to Palmer Avenue (State Highway 79). Includes one sidewalk connection to the Bennett School District campus per approved Filing 1 public improvement Construction Documents. Stormwater conveyance and management to be addressed per approved Filing 1 public improvement Construction Documents. Utility extensions, connections and termination treatments to be addressed per approved Filing 1 public improvement Construction Documents.

Timeline Sequence:

Required Conditional Acceptance (CA) prior to Filing 1 building permits issued, including model homes. May be reduced to "Substantial Completion" by Town Engineer for model home permit issuance.

Party Responsible for Design & Engineering:

Subdivider.

Party Responsible for Permitting:

Subdivider.

Party Responsible for Easement/Right-of-Way Acquisition:

Subdivider.

Party Responsible for Construction:

Subdivider.

Cost Allocation Notes:

- Subdivider cost, no Town or other Party contribution.
- For purposes of this section, "Substantial Completion" means the date when the construction is sufficiently complete in accordance with the contract documents so that the work or designated portion thereof is available for use by the owner.
- No development impact fee or other credit or reduction available for this improvement.
- No upsize or cost reimbursement available for this improvement.

Improvement:

Morgan Way – Washington Way Intersection Improvements.

Scope / Description:

Per approved Filing 1 public improvement Construction Documents, full intersection treatment including asphalt connections, with truck- and school-bus capable turning radii, plus grading, sight triangle, signage and striping, utility, curb and gutter, apron, and drain pan improvements as needed. Stormwater conveyance and management to be addressed per approved Filing 1 public improvement Construction Documents. Utility extensions, connections and termination treatments to be addressed per approved Filing 1 public improvement Construction Documents.

Timeline Sequence:

Required Conditional Acceptance (CA) prior to Filing 1 building permits issued, including model homes. May be reduced to "Substantial Completion" by Town Engineer for model home permit issuance.

Party Responsible for Design & Engineering:

Subdivider.

Party Responsible for Permitting:

Subdivider.

Party Responsible for Easement/Right-of-Way Acquisition:

Subdivider.

Party Responsible for Construction:

Subdivider.

Cost Allocation Notes:

- Subdivider cost, no Town or other Party contribution.
- For purposes of this section, "Substantial Completion" means the date when the construction is sufficiently complete in accordance with the contract documents so that the work or designated portion thereof is available for use by the owner.
- No development impact fee or other credit or reduction available for this improvement.
- No upsize or cost reimbursement available for this improvement.

Improvement:

Morgan Way – Palmer (State Highway 79) Intersection Improvements.

Scope / Description:

Per approved Filing 1 public improvement Construction Documents, full intersection treatment including asphalt connections, with truck- and school-bus capable turning radii, plus grading, sight triangle, signage and striping, utility, curb and gutter, apron, drain pan and culvert improvements as needed. Stormwater conveyance and management to be addressed per approved Filing 1 public improvement Construction Documents. Utility extensions, connections and termination treatments to be addressed per approved Filing 1 public improvement Construction Documents. Integration of existing Greg's Place gravel road to west to be addressed per approved Filing 1 public improvement Construction Documents.

Colorado Department of Transportation permit approval will be required to complete the intersection improvements.

Timeline Sequence:

Required Conditional Acceptance (CA) prior to Filing 1 building permits issued, including model homes. May be reduced to "Substantial Completion" by Town Engineer for model home permit issuance.

Party Responsible for Design & Engineering:

Subdivider.

Party Responsible for Permitting:

Subdivider.

Party Responsible for Easement/Right-of-Way Acquisition:

Subdivider.

Party Responsible for Construction:

Subdivider.

Cost Allocation Notes:

- Subdivider cost, no Town or other Party contribution.
- For purposes of this section, "Substantial Completion" means the date when the construction is sufficiently complete in accordance with the contract documents so that the work or designated portion thereof is available for use by the owner.
- No development impact fee or other credit or reduction available for this improvement.
- No upsized or cost reimbursement available for this improvement.

Improvement:

East 38th Avenue – State Highway 79 Intersection Improvements.

Scope / Description:

Per approved Filing 1 public improvement Construction Documents, full intersection treatment including asphalt connections, with truck- and school-bus capable turning radii, plus grading, sight triangle, signage and striping, utility, curb and gutter, apron, drain pan and culvert improvements as needed. Stormwater conveyance and management to be addressed per approved Filing 1 public improvement Construction Documents. Utility extensions, connections and termination treatments to be addressed per approved Filing 1 public improvement Construction Documents.

Colorado Department of Transportation permit approval will be required to complete the intersection improvements.

Timeline Sequence:

Required Conditional Acceptance (CA) prior to Filing 1 building permits issued, including model homes. May be reduced to "Substantial Completion" by Town Engineer for model home permit issuance.

Party Responsible for Design & Engineering:

Subdivider.

Party Responsible for Permitting:

Subdivider.

Party Responsible for Easement/Right-of-Way Acquisition:

Subdivider.

Party Responsible for Construction:

Subdivider.

Cost Allocation Notes:

- Subdivider cost, no Town or other Party contribution.
- For purposes of this section, "Substantial Completion" means the date when the construction is sufficiently complete in accordance with the contract documents so that the work or designated portion thereof is available for use by the owner.
- No development impact fee or other credit or reduction available for this improvement.
- No upsue or cost reimbursement available for this improvement.

EXHIBIT D

IRREVOCABLE LETTER OF CREDIT
STANDARD FORM

[date of Letter of Credit - the date the credit is opened]

Town of Bennett, CO
207 Muegge Way
Bennett, CO 80102

Attn: Town Clerk:

We hereby issue our Irrevocable Letter of Credit Number _____ in your favor for the account of _____, in an amount not to exceed _____ effective immediately and expiring at our counters on (except November 1 - March 1) or any extended expiration date as indicated below.

Funds under this Letter of Credit are available for payment by sight, by presentation of your sight draft(s) substantially in the form of Exhibit "A" accompanied by your written certificate substantially in the form of Exhibit "B".

Partial and multiple drawings are permitted.

This Letter of Credit will automatically be extended for a period of sixty (60) days from the present or any future expiration date unless we notify you in writing by certified mail thirty (30) days prior to any expiration date that we elect not to renew this Letter of Credit for any additional period.

We hereby engage with you that all drawings in conformity with terms and conditions of the Letter of Credit will be duly honored upon presentation to our counters on or before any expiration date as indicated above.

All bank charges, including any advising bank charges, are to be charged to (account party's name).

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, the bank shall give the Town written notice, and send copy of this notice by FAX to the Town of Bennett (Attn: Town Clerk), within three business days of presentment of any nonconforming draft that the purported negotiation was not effective in accordance with the terms and conditions of the Letter of Credit, stating with particularity the reasons therefore. The bank will hold all documents at the bank for the Town, or send them to the Town, at the Town's option. Any such nonconforming demand may be corrected and resubmitted within three (3) business days

of receipt of the bank's mailed notice of nonconformity. A resubmittal will be deemed to have been presented to the bank on the date of the original demand for payment.

We are a current member of (FDIC) (FSLIC).

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 revision, ICC publication number 500.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which the Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Sincerely,

(Bank)

UNOFFICIAL COPY

EXHIBIT A TO LETTER OF CREDIT
DRAFT FOR PAYMENT DRAWN UNDER

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____, 200__.

PAY TO: The account of the Town of Bennett, Colorado, Account

No. _____, at _____,

Colorado, THE SUM OF _____ DOLLARS

(\$ _____).

TOWN OF BENNETT, COLORADO

By: _____
Town Clerk

EXHIBIT B TO LETTER OF CREDIT

To: _____

CERTIFICATE FOR PAYMENT

The undersigned, a duly appointed officer of the Town of Bennett, Colorado (the "Town"), hereby certifies to _____ (the "Bank"), with reference to the Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), issued by the Bank in favor of the Town, that:

- (1) The undersigned is the Town Clerk for the Town.
- (2) The Town is authorized to make a drawing under the Letter of Credit.
- (3) The amount which is due and payable from the Letter of Credit is \$ _____, and the amount of the sight draft accompanying this certificate does not exceed such amount.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of the _____ day of _____, 20__.

TOWN OF BENNETT, COLORADO

By: _____
Town Clerk

EXHIBIT E

Legal Description of Public Use Land Dedication (with location survey, if off-site).

- Tract C to be conveyed to Bennett Fire Protection District No. 7 prior to recording of Agreement
- Tract D to be conveyed to Town prior to recording of Agreement
- Tract M to be conveyed to Bennett School District No. 29-J prior to recording of Agreement

UNOFFICIAL COPY

FIRST AMENDMENT TO SUBDIVISION AGREEMENT
Bennett Ranch Filing No. 1

THIS FIRST AMENDMENT TO SUBDIVISION AGREEMENT (First Amendment) is entered into this ____ day of _____, 2023, by and between the Town of Bennett, a Colorado municipal corporation, whose address is 207 Muegge Way, Bennett, CO 80102 (“Town”), and LGI. Homes – Colorado, LLC, a Colorado limited liability company, whose address is 3401 Quebec St. Suite 4060, Denver, CO 80207 (“Subdivider”).

WHEREAS, the Town and the Bennett Ranch, LLC previously entered into a Subdivision Agreement for Bennett Ranch Filing No. 1, dated October 23, 2020 (“Subdivision Agreement”); and

WHEREAS, Subdivider is the successor in interest to Bennett Ranch, LLC, as contemplated in the Subdivision Agreement; and

WHEREAS, Exhibit C of the Subdivision Agreement provides for the construction of certain off-site improvements and sets forth the time for completion and conditional acceptance of such improvements, including but not limited to Off-Site Improvement C-14 (Morgan Way – Palmer (State Highway 79)) and Off-Site Improvement C-15 (East 38th Avenue – State Highway 79 Intersection Improvements); and

WHEREAS, the Town and the Subdivider believe it is in their mutual interests to revise the provisions of the Subdivision Agreement as they relate to Off-Site Improvements C-14 and C15, as set forth below.

NOW THEREFORE, in considerations of the foregoing and the parties’ mutual rights and obligations under the First Amendment, the Town and the Subdivider agree to amend the Subdivision Agreement as follows:

1. Section 1.14 of the Subdivision Agreement is hereby amended to read in its entirety as follows:

1.14 Issuance of Building Permits and Certificates of Occupancy. Subdivider shall complete all improvements and request conditional acceptance thereof on or before the completion deadline set forth in Section 1.3(b), except as to Off-Site Improvement C-14 (Morgan Way – Palmer (State Highway 79)) and Off-Site Improvement C-15 (East 38th Avenue – State Highway 79 Intersection Improvements), as described in Amended Exhibit C, attached hereto. As to Off-Site Improvements C-14 and C-15, no more than fifty (50) building permits and no more than fifty (50) certificates of occupancy may be issued within Bennett Ranch Filing No. 1, unless and until Off-Site Improvements C-14 and C-15, as described in Amended Exhibit C, attached hereto, as well as all of those other Off-Site Improvements required under the Subdivision Agreement, have been completed and conditionally accepted by the Town. In any event, Off-Site Improvements C-14 and C-15 shall be

substantially completed on or before August 10, 2024, in order to support full traffic use and movement before the commencement of the Bennett School District 29J 2024-25 school year.

- 2. Sheets C-14 and C-15 of Exhibit C to the Subdivision Agreement are replaced by Amended Exhibit C, Sheets C-14 and C-15, attached hereto.
- 3. Except as specifically amended by this First Amendment, all other provisions of the Subdivision Agreement, including the Exhibits, shall remain in full force and effect.

In Witness Whereof, the parties have executed this First Amendment to Subdivision Agreement as of the date first set forth above.

TOWN OF BENNETT, COLORADO

ATTEST:

By: _____
Royce Pindell, Mayor

By: _____
Christina Hart, Town Clerk

SUBDIVIDER
LGI HOMES - COLORADO, LLC

By: _____

Its: _____

ACKNOWLEDGEMENT

The foregoing First Amendment to Subdivision Agreement was acknowledged before me this ____ day of _____, 202_ by _____ as _____ of LGI – Homes, Colorado, LLC.

Witness my hand and official seal

My commission expires: _____

Notary Public

RESOLUTION NO. 991-23

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE SUBDIVISION AGREEMENT FOR BENNETT RANCH FILING NO. 1

WHEREAS, the Board of Trustees previously approved a Subdivision Agreement dated October 23, 2020, for Bennett Ranch Filing No. 1; and

WHEREAS, the Subdivider seeks additional time to complete certain off-site improvements provided for in the Subdivision Agreement; and

WHEREAS, the Board of Trustees believes it in the best interest of the Town to allow the Subdivider additional time to complete those improvements, provided no more than fifty (50) building permits and certificates of occupancy are issued before all improvements are completed, as more particularly set forth in the First Amendment to Subdivision Agreement, attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The proposed First Amendment to Subdivision Agreement for Bennett Ranch Filing No. 1 is hereby approved.

Section 2. The Mayor is hereby authorized to execute the First Amendment to Subdivision Agreement.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. Repeal. Existing resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

INTRODUCED, READ AND ADOPTED THIS 28TH DAY OF NOVEMBER 2023.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, CMC
Town Clerk

Suggested Motion

I move to approve Resolution No. 991-23 – A resolution approving the First Amendment to the Subdivision Agreement for Bennett Ranch Filing No. 1.

**QUASI-JUDICIAL PUBLIC HEARING SCRIPT
BOARD OF TRUSTEES**

MAYOR: I will now open the public hearing on the following application: An application for **Case No. PZ2023-0029 - Penrith Road Right-Of-Way Vacation.**

The purpose of the hearing is to provide a public forum for all interested parties who wish to comment on an application before the Board of Trustees. If you wish to speak please write your name and address on the sign-up sheet or in the chat box and you will be called on.

The Procedure for the public hearing will be as follows:

FIRST, there will be a presentation by the Town staff.

NEXT, we will have a presentation by the applicant.

After these two presentations we will allow people who signed up to speak for up to 3 minutes each. Please **DO NOT REPEAT** points made by others. It is fine to say, "I agree with the previous speaker's comments". Please direct your comments to the Board, not the applicant or Town staff.

After receiving public comments, we will allow the applicant an opportunity to respond.

NEXT, the Board may ask questions of anyone who testified.

I will then close the public hearing and no further testimony or other evidence will be received. The Board will discuss the matter and may take some kind of action.

Public hearings are recorded for the public record. All testimony must be presented, after you give your full name and address.

MAYOR: Do we have proper notification?

[Town Clerk to confirm on record notice has been provided]

Do any Trustees have any disclosures?

[Trustees to disclose conflicts of interests, ex parte contacts, etc]

Town staff, please introduce the applicant and provide your staff report.

[Staff presentation]

Will the applicant or the applicant's representative present the application?

[Applicant presentation]

Do any of the Trustees have questions of the applicant or Town staff?

[Question and Answer]

MAYOR: I will now open the public comment portion of the public hearing. For those wishing to speak, please clearly state your name and address for the record.

Has anyone signed up to speak at this public hearing?

[If more than one person has signed in, call them in order.]

Is there any interested party in the audience that has not signed up but who wishes to speak regarding the application?

[Additional public comment]

If there is no more public comment, I will now close the public comment portion of the public hearing.

MAYOR: Does the applicant wish to respond to any of the comments?

[Opportunity for applicant to provide any rebuttal evidence]

MAYOR: Before we turn to Trustee questions and deliberation, I want to state that the documents included within the record for this public hearing include all application materials submitted by the applicant; all materials included in the Trustee packets; any PowerPoint or other presentations given tonight; all written referral and public comments received regarding the application; the public comment sign-up sheet; the public posting log and photographs of the notice, and the Town's subdivision and zoning ordinances and other applicable regulations. Does anyone have any objection to inclusion of these items in the record?

MAYOR: I will now close the public hearing and the Trustees will deliberate on the evidence presented. During deliberations, Trustees may ask questions of Town staff, but no further public comment or other testimony or evidence will be received.

Who would like to begin?

Who is next?

Any other questions or comments

[If anyone believes the applicable criteria have not been met, then please explain why so we have those reasons for the record.]

MAYOR: We have a draft Ordinance in front of us and I would entertain a motion.

May we have a Roll-Call vote?

Motion carries/fails.

STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Steven Hoese, Planning Manager
DATE: November 28, 2023
SUBJECT: Case No. PZ 2023-0029 Penrith Road ROW Vacation

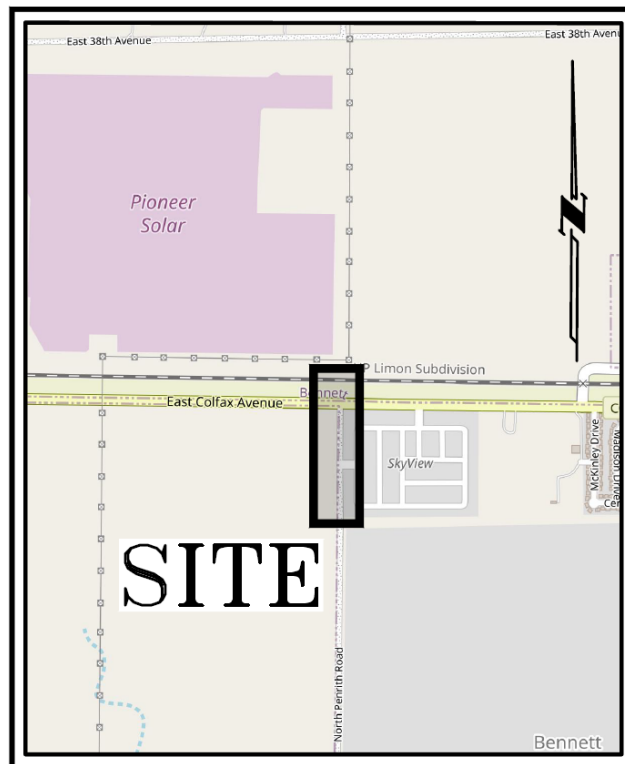
Applicant/Representative: Jordan Honea on behalf of D.R. Horton

Location: South of CO State Highway 36 (East Colfax Avenue) on east side of Penrith Road.

Purpose: Vacate .41 to 4.37 feet of Town Road Right-Of-Way on Penrith Park lots adjoining the road.

Background

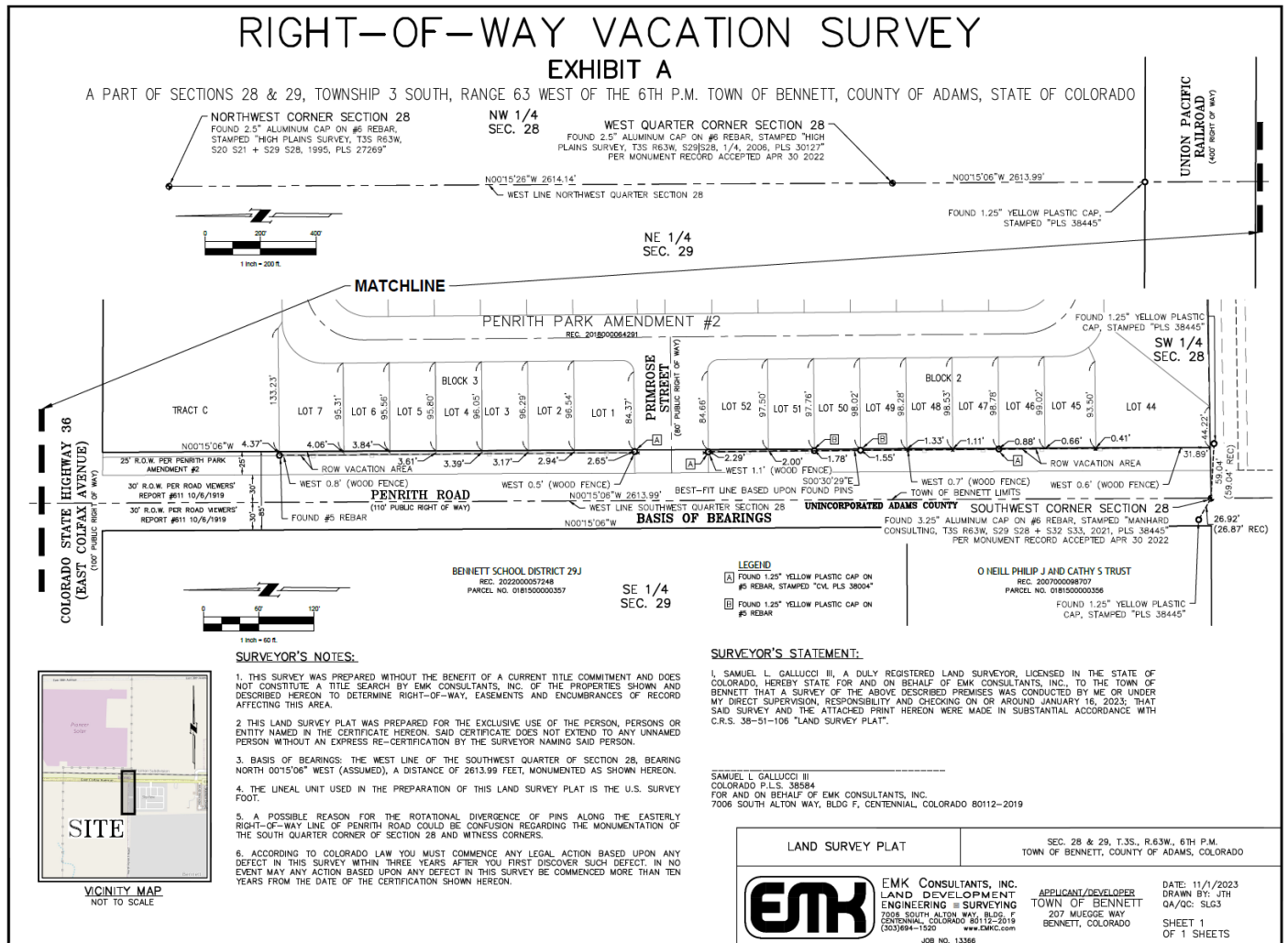
The original surveyor of this subdivision (2N) used a reference tie distance (22') from a 1998 monument record that was later corrected in 2003 (34.31') for the South Quarter Corner of the section, which is also the south line of the Penrith plats. This most likely created a rotational divergence when the rear pins were placed along Penrith Road. Penrith Road has historically been based on the section line running down it. This was noted by Manhard and re-shot by EMK, noting the discrepancy indicated on the attachment from EMK. See Vicinity Map below.



VICINITY MAP

The survey error described above has created a small sliver of an overlap over the rear lot line and the edge of the Penrith Road Right-of-Way. The homes that were built on the rear lot line have fences and landscaping in their back yards. This vacation request is to remedy this concern and allow the residential lots to remain the same size, thus making the Town's right-of-way (R.O.W.) slightly smaller. The applicant's intent is to adjust the location of the boundaries of the R.O.W. to no longer overlap with the homeowner lots as they are being utilized at this time, notably with use of the fence line to indicate the boundary between the homeowner lots and the intended R.O.W. This modification to the R.O.W. is intended to ensure there is no impact to homeowner use and ownership of their lots as they currently understand them to exist.

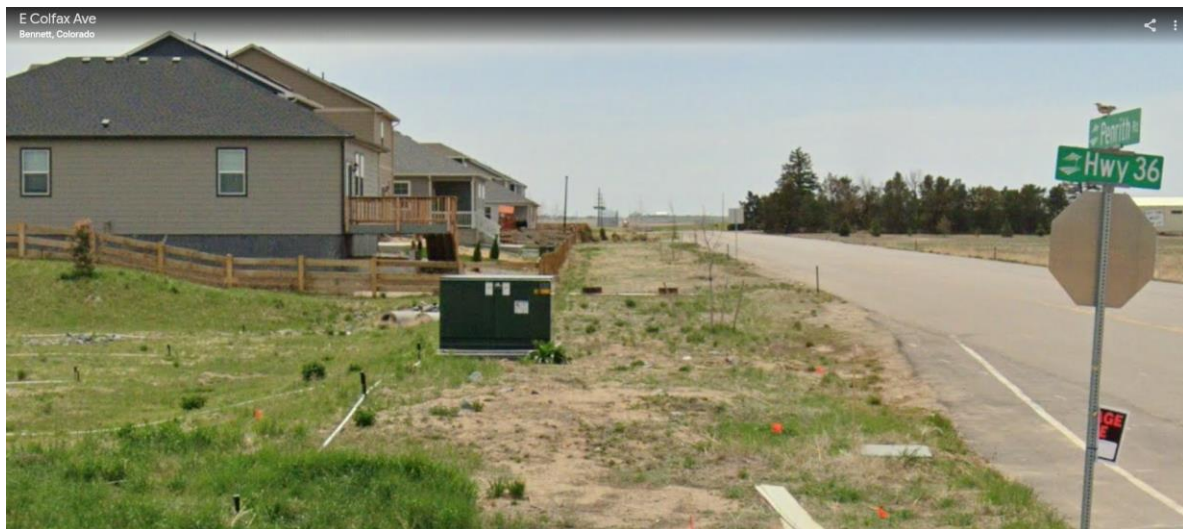
The Right-Of-Way Vacation Survey Exhibit A below shows the .41 to 4.37 feet sliver of R.O.W. proposed to be vacated.



Photos of the Area



Aerial view from Adams County GIS Mapping.



Looking South from Hwy 36 from Google Earth Street View.

Zoning and Land Use Regulations

Bennett Zoning Regulations

Sec. 16-4-390. - Resubdivision and vacation of right-of-way or easement.

(b) Vacation. The vacation of any right-of-way or easement shall be in accordance with C.R.S. § 43-2-301, et seq.

Colorado Revised Statutes

43-2-301. Definitions. As used in this part 3, unless the context otherwise requires: (3) "Roadway" includes any platted or designated public street, alley, lane, parkway, avenue, road, or other public way, whether or not it has been used as such.

43-2-302. Vesting of title upon vacation. (1) Subject to the requirements set forth in sections 43-1-210 (5) and 43-2-106 governing the disposition of certain property by the department of transportation, whenever any roadway has been designated on the plat of any tract of land or has been conveyed to or acquired by a county or incorporated town or city or by the state or by any of its political subdivisions for use as a roadway and thereafter is vacated, title to the lands included within such roadway or so much thereof as may be vacated shall vest, subject to the same encumbrances, liens, limitations, restrictions and estates as the land to which it accrues, as follows: (a) In the event that a roadway which constitutes the exterior boundary of a subdivision or other tract of land is vacated, title to said roadway shall vest in the owners of the land abutting the vacated roadway to the same extent that the land included within the roadway, at the time the roadway was acquired for public use, was a part of the subdivided land or was a part of the adjacent land. (b) In the event that less than the entire width of a roadway is vacated, title to the vacated portion shall vest in the owners of the land abutting such vacated portion.

43-2-303. Methods of vacation. (1) All right, title, or interest of a county, of an incorporated town or city, or of the state or of any of its political subdivisions in and to any roadway shall be divested upon vacation of such roadway by any of the following methods: (a) The city council or other similar authority of a city or town by ordinance may vacate any roadway or part thereof located within the corporate limits of said city or town, subject to the provisions of the charter of such municipal corporation and the constitution and statutes of the state of Colorado.

Staff Analysis and Findings

The Survey error was not the fault of the home owners or the Town of Bennett.

Colorado statute, including Sections 43-3-301, 43-2-302 and 43-2-303, C.R.S., authorize the Board of Trustees, to vacate, by ordinance, rights-of-way within the Town when (1) such right-of-way is not currently needed for municipal purposes and it is not anticipated that such right-of-way will be needed by the Town for the foreseeable future and (2) vacation of such right-of-way will not leave any land adjoining the right-of-way without access to an established public road or a private-access easement connecting said land with an established public road.

Staff has determined that the two portions of the Penrith Road right-of way, as depicted in Exhibit A are not needed for municipal purposes now or for the foreseeable future.

In addition, vacating the two portions of the Penrith Road right-of-way depicted in Exhibit A will not leave any adjoining land without access to an established public road or to a private-access easement connecting with an established public road.

The lot owners have occupied this sliver of land and made improvements as part of their rear yards. It would be a hardship to require the lot owners to move the fence and landscaping the .41 to 4.37-foot distance and revise the legal descriptions for their title documents. Approving the vacation request would leave the single family lots the same size and would not change their ownership, while only slightly reducing the size of the Town's road right-of-way.

Staff finds the proposed Right-of-Way Vacation Survey is in compliance with Chapter 16, Article IV Section 16-4-390 of the Bennett Municipal Code. Staff also finds the vacation as depicted on Exhibit A meets the criteria as found in Colorado Revised Statute 43-2-301, 302 and 303.

Staff Recommendation

Based upon these findings, Staff recommends the Board of Trustees approve Ordinance no. 776-23, vacating a portion of the Penrith Road Right-of-way. This ordinance includes Right-Of-Way Vacation Survey Exhibit A with the following condition:

1. Before recording the survey, the applicant shall update Exhibit A with any minor modifications as directed by Town Staff, Engineer and Attorney.

Attachments

1. Staff PowerPoint Presentation (PDF)
2. Letter of Intent/Narrative
3. Right-Of-Way Vacation Survey Exhibit A
4. Penrith Park Amendment #2
5. Proposed Ordinance No. 776-23

Case No. PZ 2023-0029 Penrith Road Right-Of-Way Vacation

Board of Trustees

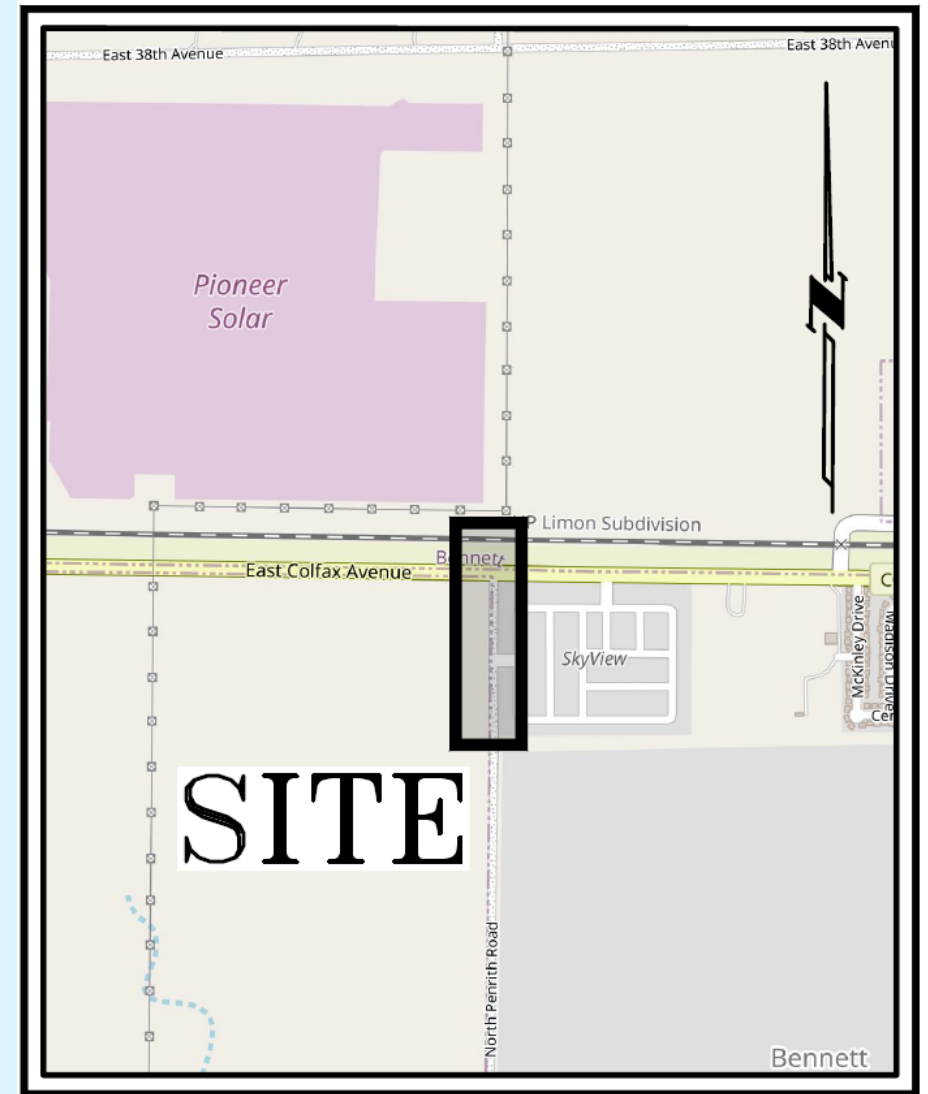
November 28, 2023

Steven Hoese, Planning Manager



Proposed Penrith Road Vacation

- The R.O.W. vacation request by D.R. Horton is to resolve a survey error from 1998.
- Subsequent surveying discovered the error in the quarter corner and corrected it.
- Created an overlap over the back lot lines and Penrith Road R.O.W.
- Both the Town of Bennett and the lot owners have a claim to this same piece of land.



VICINITY MAP

Aerial View

There is a sliver of Penrith Road Right-Of-Way that overlaps the rear lot lines.

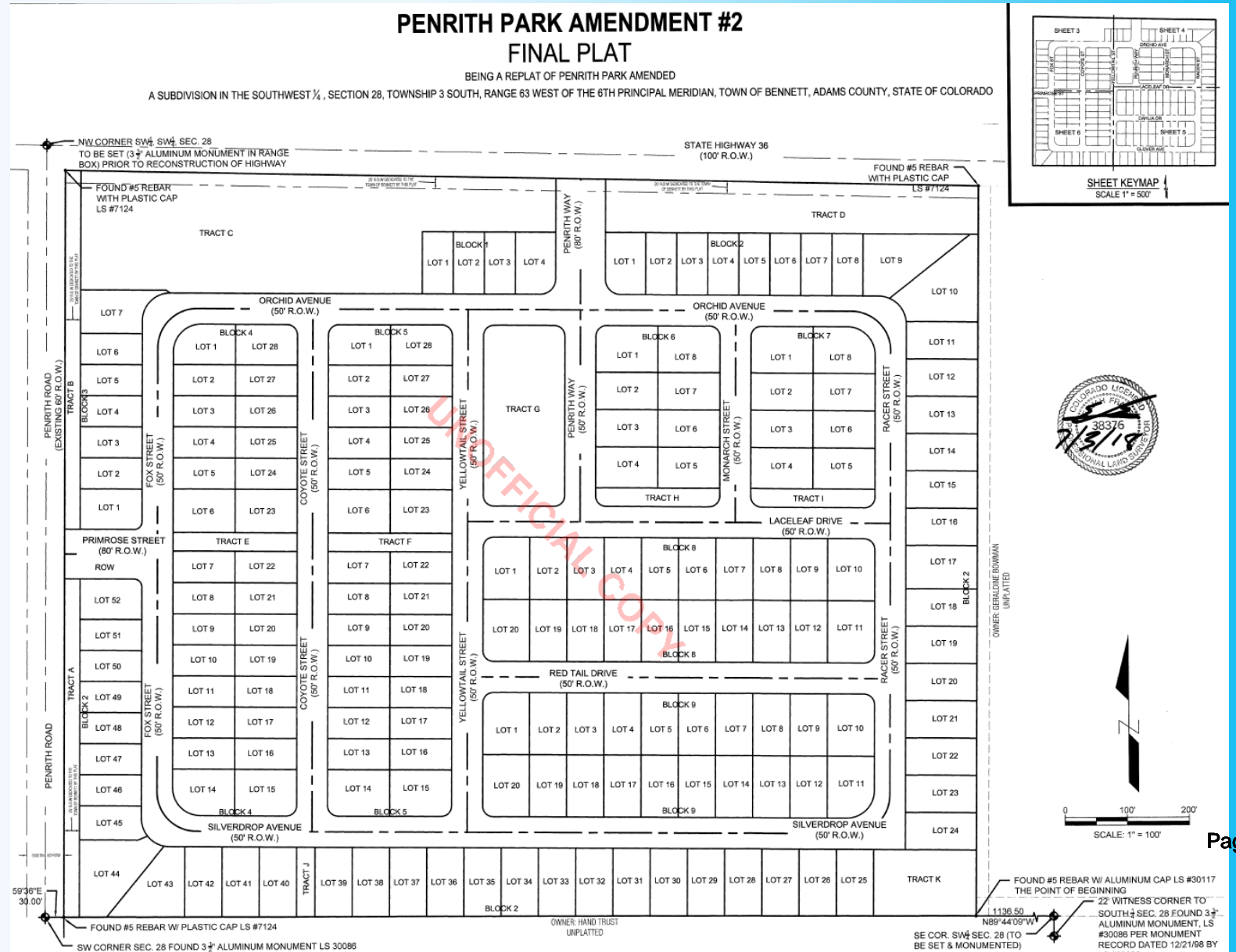




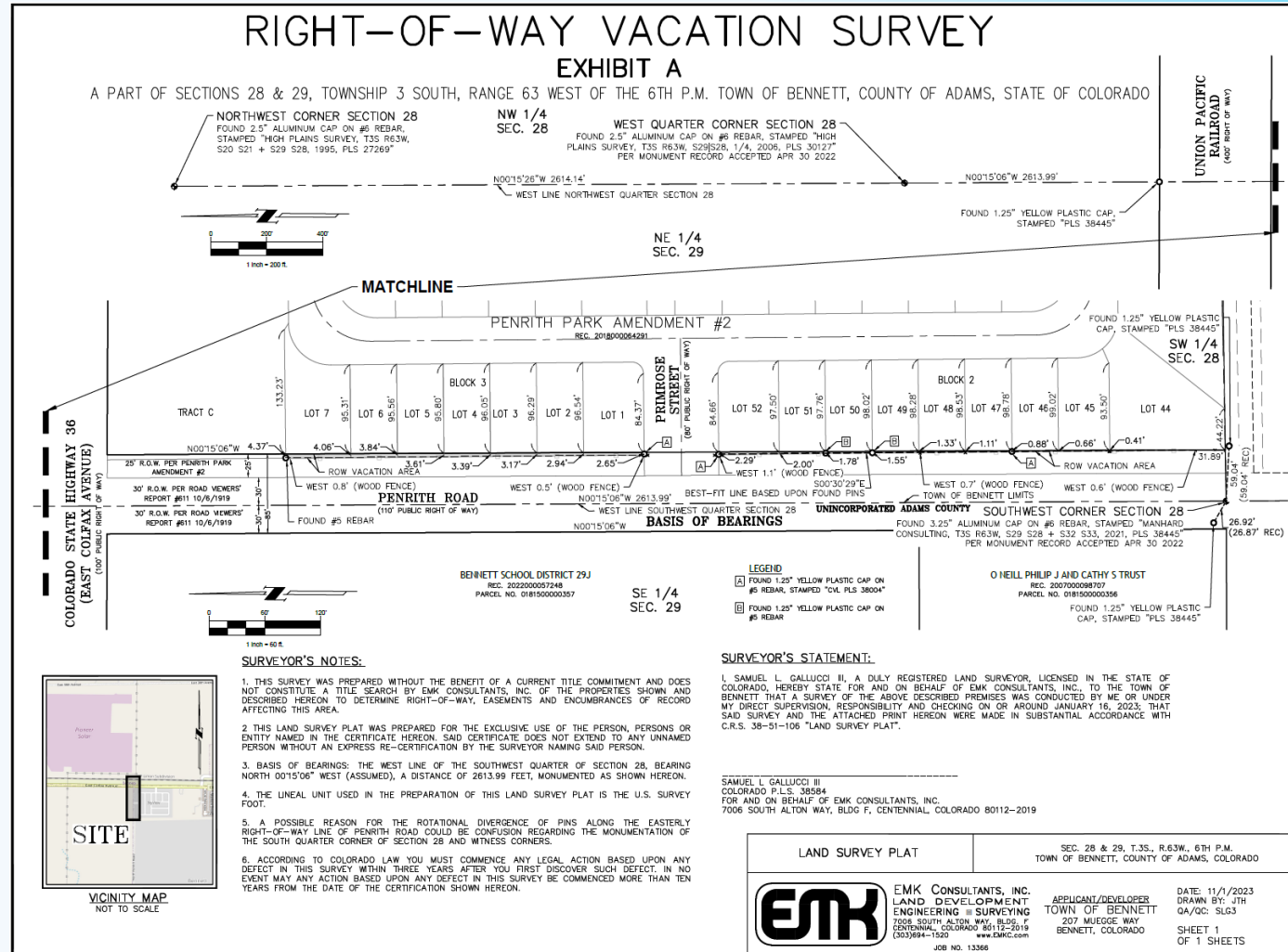
Penrith Road photo looking south from HWY 36. Fence and landscaping established along the rear of the homes in this area.

Final Plat for Penrith Park

Final Plat
dedicated
25' of R.O.W.
to the
Town of Bennett
via tract A and B.



Survey indicates the overlap ranges from .41 feet on the south to 4.37 feet to the north.



Zoning and Land Use Regulations

- **Bennett Zoning Regulations**

Sec. 16-4-390. - Vacation of right-of-way shall be in accordance with C.R.S. 43-2-301.

- **Colorado Revised Statutes**

43-2-301 Roadway definition includes platted road. This portion of Penrith was part of the Plat.

43-2-302 If a Roadway is vacated title shall vest to the abutting owner.

43-2-303 Town Board may by ordinance vacate any roadway or part thereof.

Staff Findings on Case No. PZ 2023-0029

- The Survey error was not the fault of the home owners or the Town of Bennett.
- D.R. Horton did not cause the survey error but has taken the lead to resolve the issue.
- It would be a hardship to require the lot owners to move the fence and landscaping and revise their legal descriptions for each of the title documents.
- The town has not made use of the edge of this R.O.W.
- Engineers have concluded that these two slivers will not be needed now or in the foreseeable future.

Staff Findings continued

- Vacating the two portions of the Penrith Road right-of-way will not leave any adjoining land without access to an established public road or to a private-access easement connecting with an established public road.
- Local and state statutes have an established procedure for the Town Board to vacate the right-of-way.
- Approving the vacation request would leave the single family lots the same size and would not change their ownership.
- Approving the vacation request would slightly reduce the size of the road right-of-way for the town.

Staff Recommendation

Staff recommends the Board of Trustees approve Ordinance No. 776-23, vacating a portion of the Penrith Road Right-of-way. This ordinance includes Right-Of-Way Vacation Survey Exhibit A with the following condition;

1. Before recording the survey, the applicant shall update the description and any minor modifications as directed by Town Staff, Engineer and Attorney.

PENRITH PARK SUBDIVISION, AMENDMENT 2, ROW VACATION

FINAL PLAT

A SUBDIVISION IN THE SOUTHWEST $\frac{1}{4}$, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH
PRINCIPAL MERIDIAN

TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 of 1

Written Consent: I, Jordan Honea, am the HOA and Metro District Coordinator for Melody Homes (d/b/a DR Horton Colorado) and am authorized to correct the error to the Right-of-Way vacation on behalf of Melody.

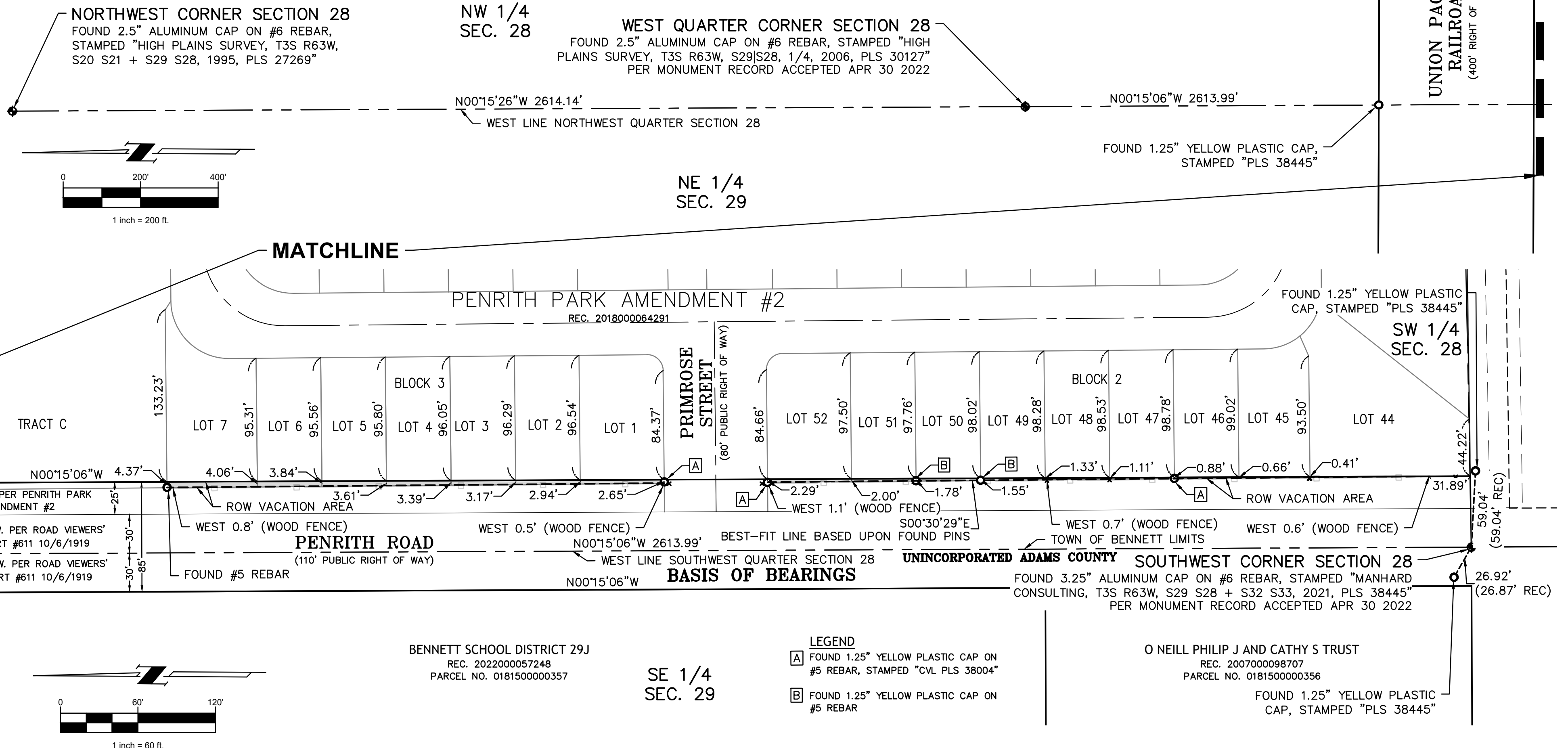
Purpose Statement: The original surveyor (2N) used a reference tie distance (22') from a 1998 monument record that was later corrected in 2003 (34.31') for the South Quarter Corner of the section which is also the south line of the Penrith plats; this probably created a rotational divergence when the rear pins were placed along Penrith Road. Penrith Road has historically been based on the section line running down it. This was noted by Manhard and re-shot by EMK, noting the discrepancy indicated on the attachment from EMK.

The survey error described above has created a small sliver of an overlap over the rear lot line and the edge of the Penrith Road Right-of-Way. The homes have fences and landscaping in their back yards. This vacation request is to clear this up and allow the residential lots to remain the same size, and to make the Town's right-of-way slightly smaller. Our intent is to adjust the location of the boundaries of the Right-of-Way (addressed as ROW herein) to no longer overlap with the homeowner lots as they are being utilized at this time, notably with use of the fence line to indicate the boundary between the homeowner lots and the intended ROW. This modification to the ROW is intended to ensure there is no impact to homeowner use and ownership of their lots as they currently understand them to exist.

RIGHT-OF-WAY VACATION SURVEY

EXHIBIT A

A PART OF SECTIONS 28 & 29, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH P.M. TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO



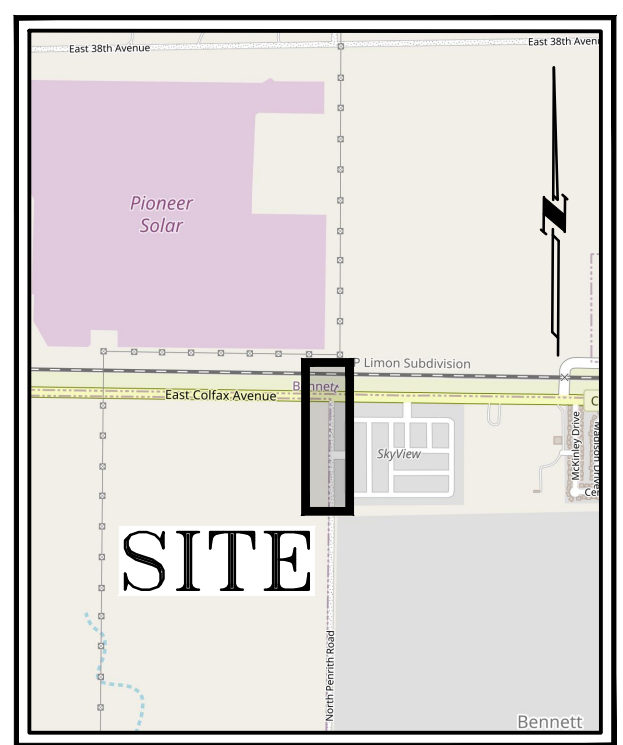
SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EMK CONSULTANTS, INC. OF THE PROPERTIES SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS AREA.
2. THIS LAND SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.
3. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, BEARING NORTH 00°15'06" WEST (ASSUMED), A DISTANCE OF 2613.99 FEET, MONUMENTED AS SHOWN HEREON.
4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS LAND SURVEY PLAT IS THE U.S. SURVEY FOOT.
5. A POSSIBLE REASON FOR THE ROTATIONAL DIVERGENCE OF PINS ALONG THE EASTERLY RIGHT-OF-WAY LINE OF PENRITH ROAD COULD BE CONFUSION REGARDING THE MONUMENTATION OF THE SOUTH QUARTER CORNER OF SECTION 28 AND WITNESS CORNERS.
6. 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.

SURVEYOR'S STATEMENT:

I, SAMUEL L. GALLUCCI III, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF EMK CONSULTANTS, INC., TO THE TOWN OF BENNETT THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING ON OR AROUND JANUARY 16, 2023; THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-106 "LAND SURVEY PLAT".

SAMUEL L. GALLUCCI III
 COLORADO P.L.S. 38584
 FOR AND ON BEHALF OF EMK CONSULTANTS, INC.
 7006 SOUTH ALTON WAY, BLDG F, CENTENNIAL, COLORADO 80112-2019



LAND SURVEY PLAT	SEC. 28 & 29, T.3S., R.63W., 6TH P.M. TOWN OF BENNETT, COUNTY OF ADAMS, COLORADO				
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> EMK CONSULTANTS, INC. LAND DEVELOPMENT ENGINEERING & SURVEYING 7006 SOUTH ALTON WAY, BLDG. F CENTENNIAL, COLORADO 80112-2019 (303)694-1520 www.EMKC.com </td> <td style="width: 50%; border: none;"> APPLICANT/DEVELOPER TOWN OF BENNETT 207 MUEGGE WAY BENNETT, COLORADO </td> </tr> <tr> <td style="border: none;"> JOB NO. 13366 </td> <td style="border: none;"> DATE: 11/1/2023 DRAWN BY: JTH QA/QC: SLG3 SHEET 1 OF 1 SHEETS </td> </tr> </table>	EMK CONSULTANTS, INC. LAND DEVELOPMENT ENGINEERING & SURVEYING 7006 SOUTH ALTON WAY, BLDG. F CENTENNIAL, COLORADO 80112-2019 (303)694-1520 www.EMKC.com	APPLICANT/DEVELOPER TOWN OF BENNETT 207 MUEGGE WAY BENNETT, COLORADO	JOB NO. 13366	DATE: 11/1/2023 DRAWN BY: JTH QA/QC: SLG3 SHEET 1 OF 1 SHEETS
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JOB NO. 13366	DATE: 11/1/2023 DRAWN BY: JTH QA/QC: SLG3 SHEET 1 OF 1 SHEETS				

PENRITH PARK AMENDMENT #2 FINAL PLAT

BEING A REPLAT OF PENRITH PARK AMENDED
 A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL
 MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO

OWNERSHIP AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, PENRITH PARK JOINT VENTURE, LLC BEING THE OWNER OF THE LAND SHOWN IN THIS FINAL PLAT 2ND AMENDMENT AND DESCRIBED AS FOLLOWS:

BEING A PART OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 28; THENCE N 89°44'09" W, ALONG THE SOUTH LINE OF SAID SECTION 28, 1136.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 28, N 89°44'09" W, 1470.13 FEET, TO A POINT ON THE EASTERLY R.O.W. LINE OF ADAMS COUNTY ROAD 32N;

THENCE N 00°35'41" E, ALONG SAID EASTERLY R.O.W. LINE OF ADAMS COUNTY ROAD 32N, 1201.29 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STATE HIGHWAY 36;

THENCE S 88°42'22" E, ALONG SAID SOUTH R.O.W. LINE OF STATE HIGHWAY 36, 1471.23 FEET;

THENCE S 00°38'39" W, 1174.85 FEET TO THE POINT OF BEGINNING.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF "PENRITH PARK AMENDMENT #2" A SUBDIVISION OF A PART OF THE TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF BENNETT THE STREETS, AVENUES AND OTHER PUBLIC PLACES, INCLUDING TRACTS, AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE TOWN OF BENNETT AND ALL SERVING PUBLIC UTILITIES AND OTHER APPROPRIATE ENTITIES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE OWNER OR ARRANGEMENTS MADE BY THE OWNER THEREOF WHICH ARE APPROVED BY THE TOWN OF BENNETT, COLORADO; THAT SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF BENNETT; AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF BENNETT SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF BENNETT, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, AND/OR OTHER SERVING PUBLIC UTILITIES, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALITY FRANCHISED UTILITIES, AND/OR OTHER SERVING PUBLIC ENTITIES, AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF BENNETT.

EXECUTED THIS 5TH DAY OF JULY, 2018

OWNER: [Signature] AS MANAGER OF
 PENRITH PARK JOINT VENTURES LLC, A COLORADO LIMITED LIABILITY COMPANY

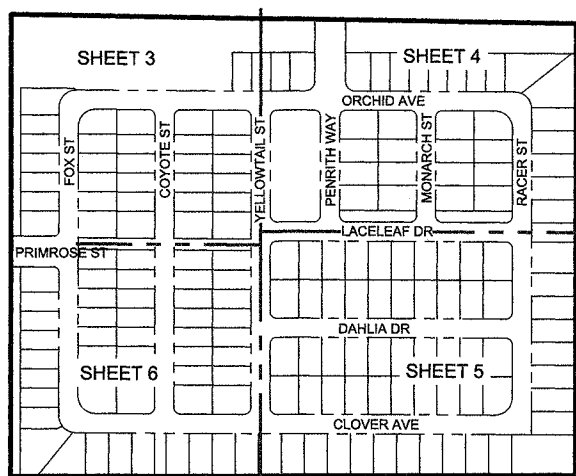
STATE OF COLORADO)
 Arapahoe)
 COUNTY OF DENVER)

ERIC P TUJIN
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20094017515
 MY COMMISSION EXPIRES JUNE 4, 2021

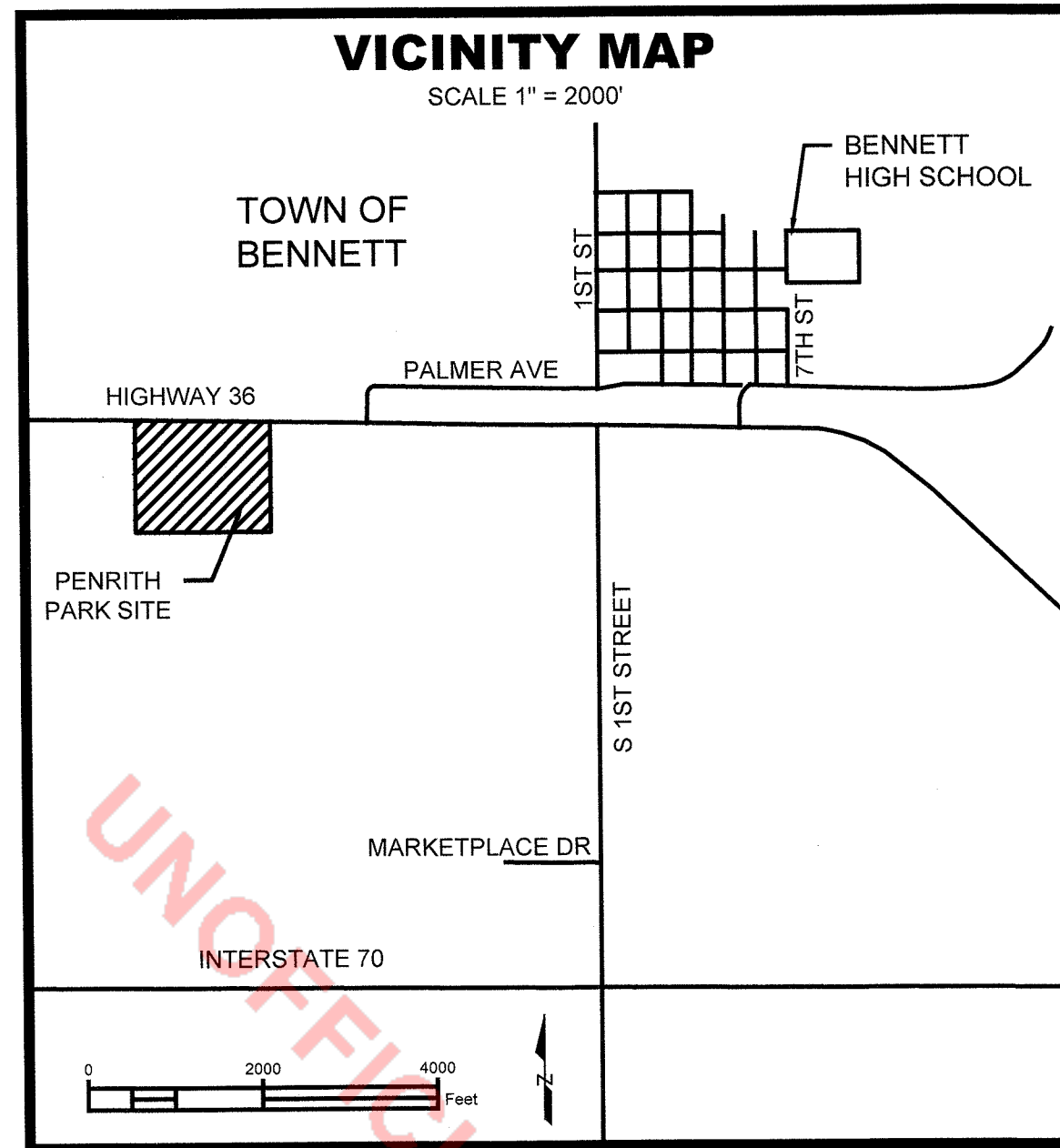
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF July 2018, BY Jim Marshall FOR Penrith Park Joint Ventures LLC
 WITNESS MY HAND AND SEAL.

[Signature]
 NOTARY PUBLIC

June 4, 2021
 MY COMMISSION EXPIRES



SHEET KEYMAP
 SCALE 1" = 500'



NOTES:

1. THE BASIS OF BEARINGS FOR THIS PLAN ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28 HAVING A BEARING OF N89°44'09"W.
2. DATE OF SURVEY WAS AUGUST, 2017.
3. THE US SURVEY FOOT WAS THE UNIT UTILIZED IN THE SURVEY. THE US SURVEY FOOT IS EQUAL TO 1.000002 INTERNATIONAL FEET OR 0.304801 METERS.
4. THE PROPERTY WITHIN THE BOUNDARIES OF THIS FINAL PLAT IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
5. NON-EXCLUSIVE 8-FOOT FRONT LOT UTILITY EASEMENTS LOCATED AS SHOWN HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
6. NON-EXCLUSIVE 10-FOOT UTILITY EASEMENTS LOCATED ALONG THE REAR LOT LINES HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO ELECTRIC LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
7. NON-EXCLUSIVE 5-FOOT UTILITY EASEMENTS ALONG SIDE LOT LINES SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
8. STATE HIGHWAY RIGHT-OF-WAY MAINTENANCE: ANY IMPROVEMENTS OUTSIDE THE FLOWLINE OR BEYOND THE EDGE OF ASPHALT OF THE STATE HIGHWAY OR FUTURE STATE HIGHWAY, INCLUDING BUT NOT LIMITED TO SIDEWALK AND LANDSCAPING, WHICH ARE INSTALLED AT THE DIRECTION OF LOCAL LAND USE JURISDICTION SHALL BE MAINTAINED BY THE DEVELOPER, HOMEOWNERS ASSOCIATION, METROPOLITAN DISTRICT, THEIR HEIRS OR ASSIGNS.
9. TRACTS A AND B ARE DEDICATED TO THE TOWN OF BENNETT AS RIGHT OF WAY.
10. THIS PLAT SUPERSEDES AND REPLACES THE UNRECORDED PENRITH PARK 2ND AMENDED REPLAT, WHICH WAS APPROVED BY THE BENNETT BOARD OF TRUSTEES ON OCTOBER 23, 2007 BUT WHICH WAS NEVER RECORDED.

TOWN CERTIFICATION:

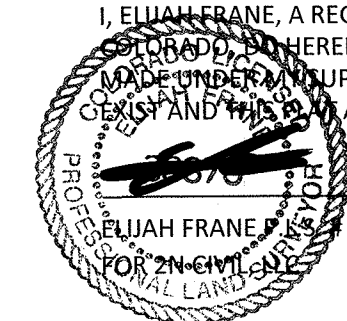
THIS IS TO CERTIFY THAT THE REPLAT OF PENRITH PARK AMENDED WAS APPROVED ON THIS 27th DAY OF MARCH, 2018, AND THE MAYOR OF THE TOWN OF BENNETT ON BEHALF OF THE TOWN OF BENNETT, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

[Signature] MAYOR
[Signature] ATTEST: TOWN CLERK

RESOLUTION NO. 699-18

SURVEYOR'S CERTIFICATE:

I, ELIJAH FRANE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.



7/3/18
 DATE

ATTORNEY'S CERTIFICATE:

I, Robert J. Bruce, AN ATTORNEY AT LAW, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL OF THE LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATORS FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, SUBJECT TO ALL MATTERS OF RECORD REFLECTED IN SCHEDULE B-2 OF THE TITLE INSURANCE COMMITMENT DATED 7/10/18, NO. 450-110521647-35-049

[Signature] 7/13/18
 DATE

CLERKS AND RECORDER'S CERTIFICATE:

FILE NO. _____ MAP NO. 2018000064291 RECEPTION NO. _____

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY AT BRIGHTON, COLORADO, ON THIS 8th DAY OF August 2018 AT 2:52 O'CLOCK, P. M.

[Signature]
 ADAMS COUNTY CLERK AND RECORDER

BY: [Signature]
 DEPUTY



TRACT SUMMARY TABLE

TRACT	OWNERSHIP /MAINTENANCE	USE	AREA (AC.)	
A	RIGHT OF WAY / TOWN OF BENNETT	R.O.W.	0.31	
B		R.O.W.	0.33	
C		D, L, O, U	2.85	
D	PENRITH PARK METROPOLITAN DISTRICT	D, L, O, U	1.13	
E		O, L, PE	0.14	
F		O, L, PE	0.14	
G		O, L, PE	0.87	
H		O, L, PE	0.13	
I		O, L, PE	0.13	
J		O, L, PE	0.08	
K		TOWN OF BENNETT	O, L, U, PE, WELL	0.40

D = DRAINAGE U = UTILITIES
 L = LANDSCAPING PE = PEDESTRIAN
 O = OPEN SPACE

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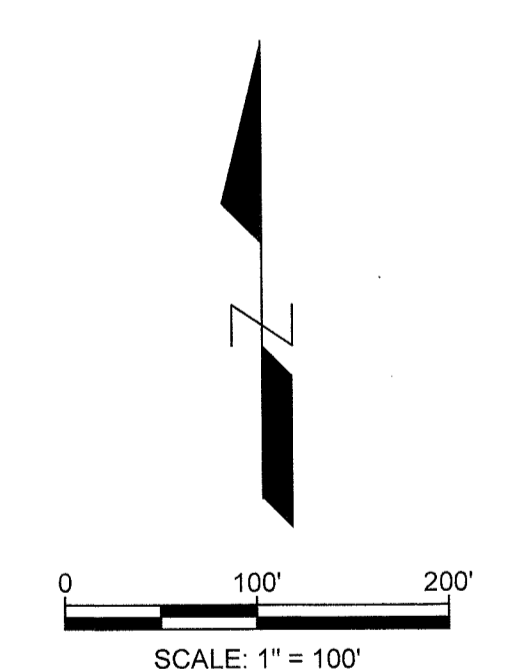
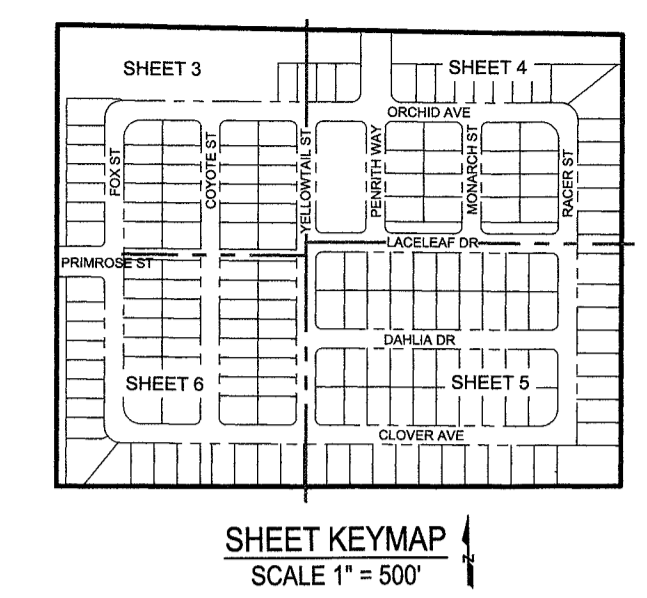
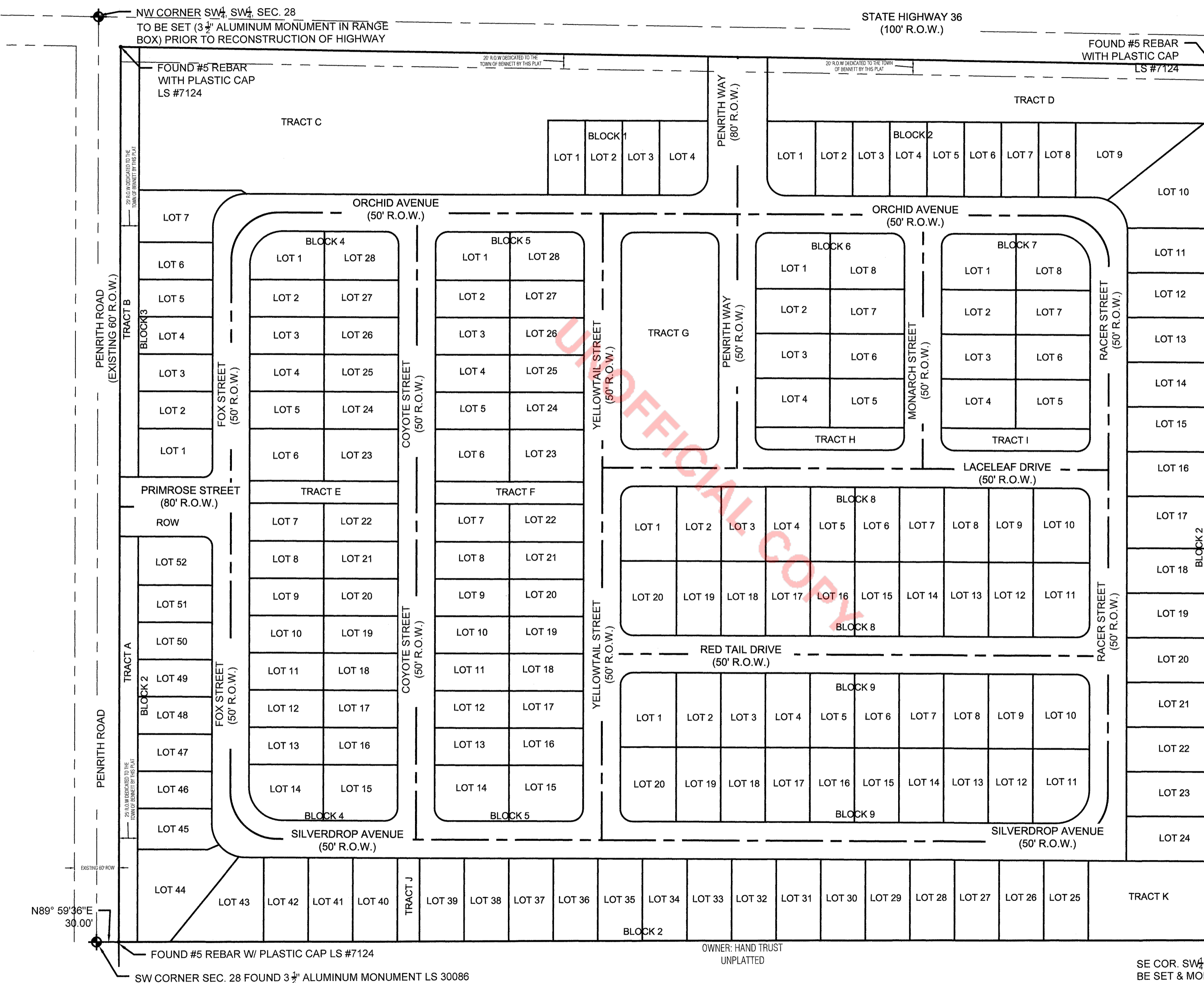
ISSUED DATE: 5-1-18
 PROJECT NUMBER: 17005
 SHEET 1 OF 6

PENRITH PARK AMENDMENT #2

FINAL PLAT

BEING A REPLAT OF PENRITH PARK AMENDED

A SUBDIVISION IN THE SOUTHWEST 1/4, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO



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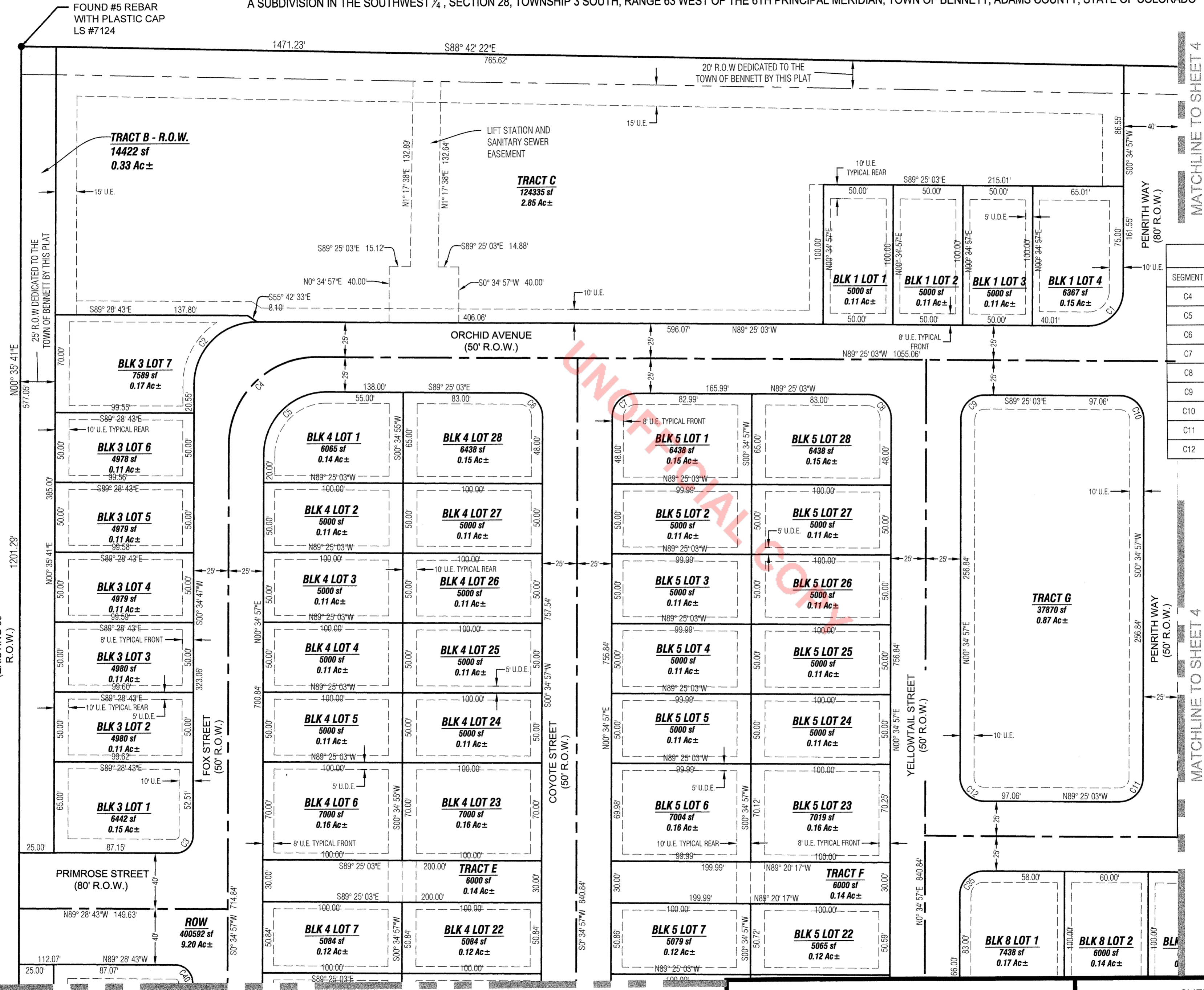
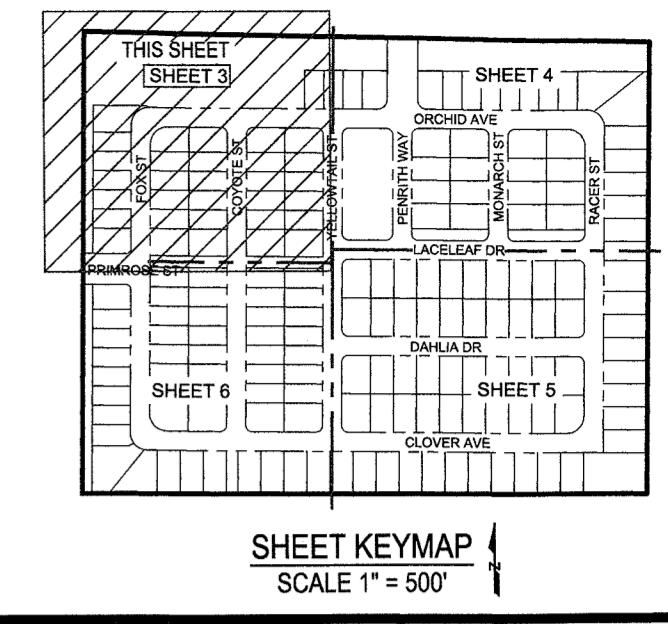
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 ENGLEWOOD, CO 80112

ISSUED DATE:	5-1-18
PROJECT NUMBER:	17005
Page 1 of 10	
SHEET 2 OF 6	

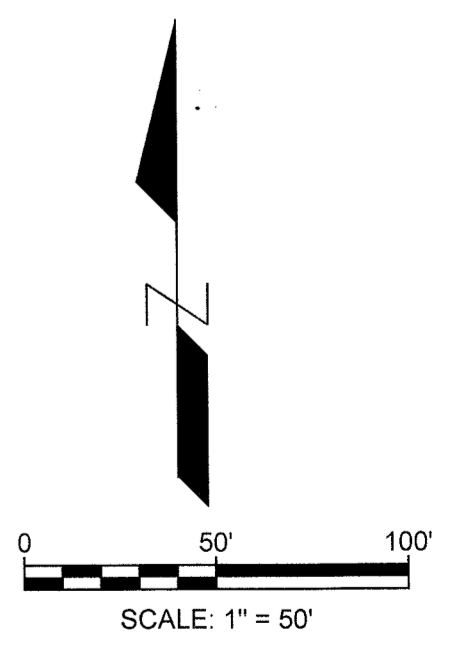
PENRITH PARK AMENDMENT #2 FINAL PLAT

BEING A REPLAT OF PENRITH PARK AMENDED

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO



PARCEL CURVE DATA						
SEGMENT	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIR.	CHORD LEN.
C4	98.96'	63.00'	90°00'00"	63.00'	S45° 34' 57"W	89.10'
C5	70.69'	45.00'	90°00'00"	45.00'	S45° 34' 57"W	63.64'
C6	26.70'	17.00'	90°00'00"	17.00'	N44° 25' 03"W	24.04'
C7	26.70'	17.00'	90°00'00"	17.00'	S45° 34' 57"W	24.04'
C8	26.70'	17.00'	90°00'00"	17.00'	N44° 25' 03"W	24.04'
C9	26.70'	17.00'	90°00'00"	17.00'	N45° 34' 57"E	24.04'
C10	26.70'	17.00'	90°00'00"	17.00'	S44° 25' 03"E	24.04'
C11	26.70'	17.00'	90°00'00"	17.00'	S45° 34' 57"W	24.04'
C12	26.70'	17.00'	90°00'00"	17.00'	N44° 25' 03"W	24.04'



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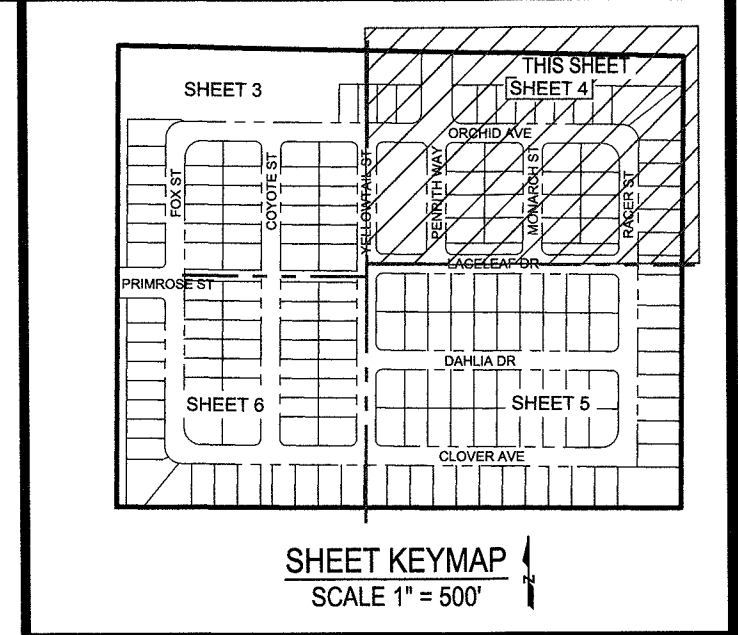
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ISSUED DATE:	5-1-18
PROJECT NUMBER:	17005
Page 1 of 1	
SHEET 3 OF 6	

PENRITH PARK AMENDMENT #2 FINAL PLAT

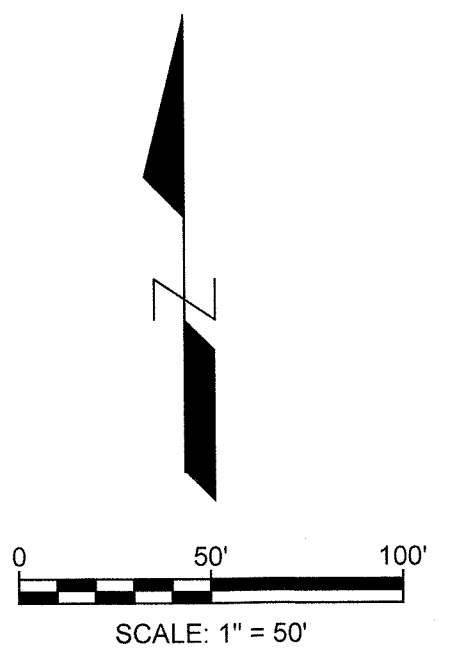
BEING A REPLAT OF PENRITH PARK AMENDED

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EXISTING 20' DRAINAGE EASEMENT

PARCEL CURVE DATA						
SEGMENT	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIR.	CHORD LEN.
C17	98.96'	63.00'	90°00'00"	63.00'	N44° 25' 03"W	89.10'
C18	70.69'	45.00'	90°00'00"	45.00'	S44° 25' 03"E	63.64'
C19	26.70'	17.00'	90°00'00"	17.00'	S45° 34' 57"W	24.04'
C20	26.70'	17.00'	90°00'00"	17.00'	N44° 25' 03"W	24.04'
C21	26.70'	17.00'	90°00'00"	17.00'	N45° 34' 57"E	24.04'
C22	26.70'	17.00'	90°00'00"	17.00'	S44° 25' 03"E	24.04'
C23	26.70'	17.00'	90°00'00"	17.00'	S45° 34' 57"W	24.04'
C24	26.70'	17.00'	90°00'00"	17.00'	N44° 25' 03"W	24.04'
C25	26.70'	17.00'	90°00'00"	17.00'	N45° 34' 57"E	24.04'
C26	70.69'	45.00'	90°00'00"	45.00'	N44° 25' 03"W	63.64'



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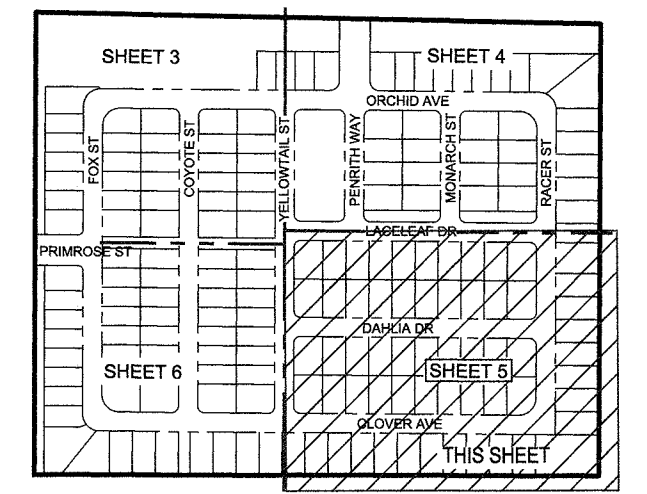
ISSUED DATE:	5-1-18
PROJECT NUMBER:	17005

PENRITH PARK AMENDMENT #2 FINAL PLAT

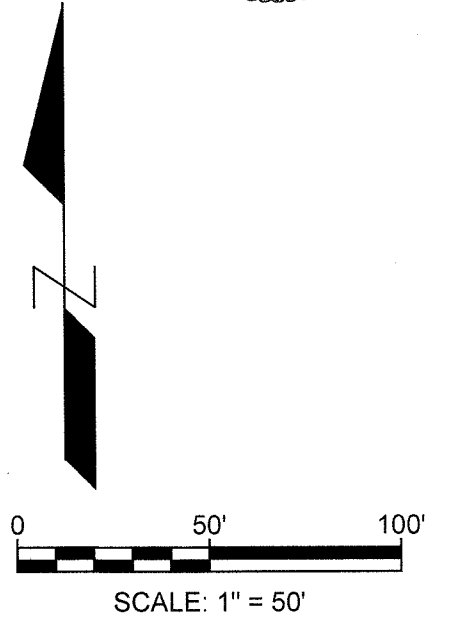
BEING A REPLAT OF PENRITH PARK AMENDED

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO

MATCHLINE TO SHEET 4



SHEET KEYMAP
 SCALE 1" = 500'



OWNER: GERALDINE BOWMAN
 UNPLATTED

EXISTING 20'
 DRAINAGE
 EASEMENT



PARCEL CURVE DATA						
SEGMENT	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIR.	CHORD LEN.
C27	26.70'	17.00'	90°00'00"	17.00'	S44° 25' 03"E	24.04'
C28	26.70'	17.00'	90°00'00"	17.00'	S45° 34' 57"W	24.04'
C29	26.70'	17.00'	90°00'00"	17.00'	N44° 25' 03"W	24.04'
C30	70.69'	45.00'	90°00'00"	45.00'	N45° 34' 57"E	63.64'
C31	98.96'	63.00'	89°59'45"	63.00'	N45° 35' 04"E	89.09'
C32	26.70'	17.00'	90°00'00"	17.00'	S44° 25' 03"E	24.04'
C33	26.70'	17.00'	90°00'00"	17.00'	S45° 34' 57"W	24.04'
C34	26.70'	17.00'	90°00'00"	17.00'	N44° 25' 03"W	24.04'
C35	26.70'	17.00'	90°00'00"	17.00'	N45° 34' 57"E	24.04'

OWNER: HAND TRUST
 UNPLATTED

FOUND #5 REBAR W/ ALUMINUM CAP LS #30111
 THE POINT OF BEGINNING

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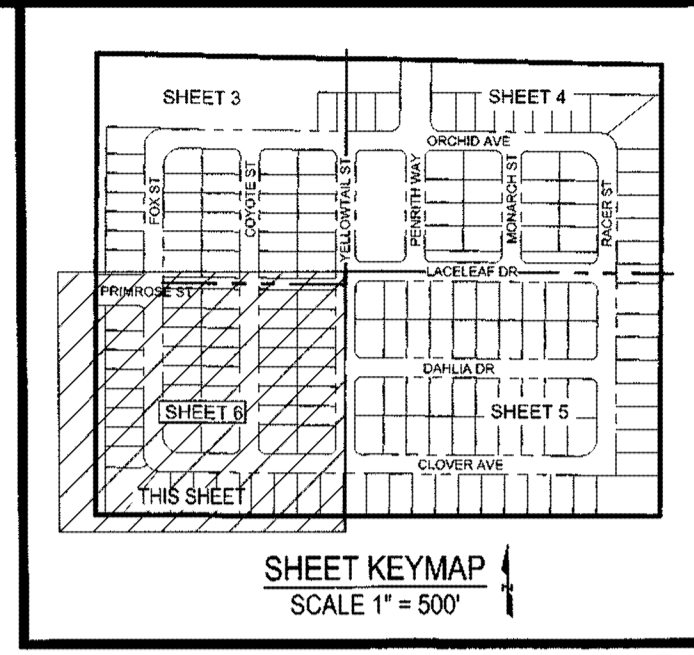
ISSUED DATE:	5-1-18
PROJECT NUMBER:	17005
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SHEET 5 OF 6	

PENRITH PARK AMENDMENT #2 FINAL PLAT

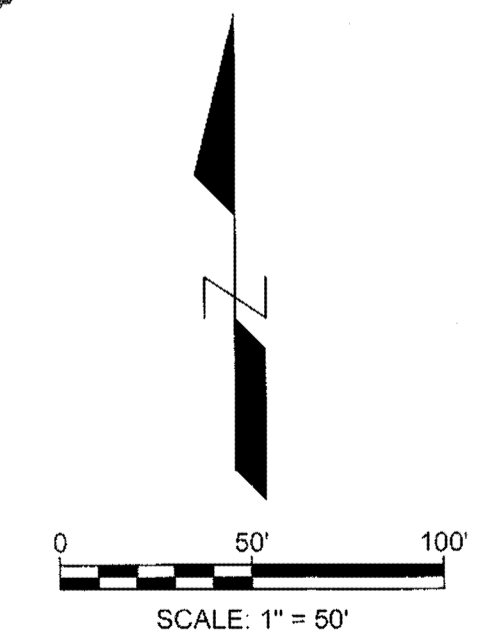
BEING A REPLAT OF PENRITH PARK AMENDED

A SUBDIVISION IN THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, ADAMS COUNTY, STATE OF COLORADO

MATCHLINE TO SHEET 3



PARCEL CURVE DATA						
SEGMENT	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIR.	CHORD LEN.
C36	26.70'	17.00'	90°00'00"	17.00'	N45°34'57"E	24.04'
C37	26.70'	17.00'	90°00'00"	17.00'	S44°25'03"E	24.04'
C38	26.00'	17.00'	87°38'43"	16.32'	N46°45'35"E	23.54'
C39	70.69'	45.00'	90°00'00"	45.00'	S44°25'03"E	63.64'
C40	19.65'	12.50'	90°03'39"	12.51'	N44°26'53"W	17.69'
C41	30.24'	45.00'	38°30'32"	15.72'	N16°40'19"W	29.68'
C42	31.91'	45.00'	40°38'06"	16.66'	N58°14'38"W	31.25'
C43	8.53'	45.00'	10°51'22"	4.28'	N83°59'22"W	8.51'
C44	70.69'	45.00'	90°00'00"	45.00'	S44°25'03"E	63.64'
C45	98.96'	63.00'	90°00'00"	63.00'	S44°25'03"E	89.10'



FOUND #5 REBAR W/ PLASTIC CAP LS #7124
 SW CORNER SEC. 28 FOUND 3 1/4" ALUMINUM MONUMENT LS 30086

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ISSUED DATE:	5-1-18
PROJECT NUMBER:	17005
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SHEET 6 OF 6	

ORDINANCE NO. 776-23

**AN ORDINANCE VACATING A PORTION OF
THE PENRITH ROAD RIGHT-OF-WAY**

WHEREAS, the Board of Trustees of the Town of Bennett, Colorado, pursuant to Colorado statute and the Bennett Municipal Code, is vested with the authority of administering the affairs of the Town; and

WHEREAS, Colorado statute, including Sections 43-2-302 and 43-2-303, C.R.S., authorize the Board of Trustees, to vacate, by ordinance, rights-of-way within the Town when (1) such right-of-way is not currently needed for municipal purposes and it not anticipated that such right-of-way will be needed by the Town for the foreseeable future, and (2) vacation of such right-of-way will not leave any land adjoining the right-of-way without access to an established public road or a private-access easement connecting said land with an established public road; and

WHEREAS, the Town is the owner of a certain right-of-way within the Town's boundaries known as Penrith Road; and

WHEREAS, the Board of Trustees has determined that two portions of the Penrith Road right-of way, as depicted on Exhibit A, attached, are not needed for municipal purposes now or for the foreseeable future; and

WHEREAS, vacating the two portions of the Penrith Road right-of-way depicted on Exhibit A will not leave any adjoining land without access to an established public road or to a private-access easement connecting with an established public road.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO AS FOLLOWS:

Section 1. The two portions of the Penrith Road right-of-way depicted on Exhibit A are hereby vacated with the title to such vacated portions to vest in the adjoining land owners as provided in Section 43-2-302, C.R.S., subject to the same encumbrances, liens, limitations, restrictions, and estates as the land to which it accrues.

Section 2. The Town reserves an easement over, across and through the vacated portions of the Penrith Road right-of-way as depicted on Exhibit A, for the continued use of existing sewer, gas, water or similar pipelines and appurtenances, for ditches or canals and appurtenances, and for electric telephone and similar lines and appurtenances, to the extent they exist as of the effective date of this Ordinance.

Section 3. This Ordinance and Exhibit A shall be recorded in the records of Adams County, Colorado to evidence the vacation.

Section 4. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof

irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 5. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

INTRODUCED AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT ON THIS 28TH DAY OF NOVEMBER 2023.

TOWN OF BENNETT, COLORADO

ATTEST:

Royce D. Pindell, Mayor

Christina Hart, CMC, Town Clerk

Suggested Motion

I move to approve Ordinance No. 776-23 – An ordinance vacating a portion of the Penrith Road Right-Of-Way.

**QUASI-JUDICIAL PUBLIC HEARING SCRIPT
BOARD OF TRUSTEES**

MAYOR: I will now open the public hearing on the following application: An application for **Case No. PZ 2023-0026 - A request to Bennett Crossing Filing No. 1 First Amendment Minor Subdivision Plat.**

The purpose of the hearing is to provide a public forum for all interested parties who wish to comment on an application before the Board of Trustees. If you wish to speak please write your name and address on the sign-up sheet or in the chat box and you will be called on.

The Procedure for the public hearing will be as follows:

FIRST, there will be a presentation by the Town staff.

NEXT, we will have a presentation by the applicant.

After these two presentations we will allow people who signed up to speak for up to 3 minutes each. Please **DO NOT REPEAT** points made by others. It is fine to say, "I agree with the previous speaker's comments". Please direct your comments to the Board, not the applicant or Town staff.

After receiving public comments, we will allow the applicant an opportunity to respond.

NEXT, the Board may ask questions of anyone who testified.

I will then close the public hearing and no further testimony or other evidence will be received. The Board will discuss the matter and may take some kind of action.

Public hearings are recorded for the public record. All testimony must be presented, after you give your full name and address.

MAYOR: Do we have proper notification?

[Town Clerk to confirm on record notice has been provided]

Do any Trustees have any disclosures?

[Trustees to disclose conflicts of interests, ex parte contacts, etc]

Town staff, please introduce the applicant and provide your staff report.

[Staff presentation]

Will the applicant or the applicant's representative present the application?

[Applicant presentation]

Do any of the Trustees have questions of the applicant or Town staff?

[Question and Answer]

MAYOR: I will now open the public comment portion of the public hearing. For those wishing to speak, please clearly state your name and address for the record.

Has anyone signed up to speak at this public hearing?

[If more than one person has signed in, call them in order.]

Is there any interested party in the audience that has not signed up but who wishes to speak regarding the application?

[Additional public comment]

If there is no more public comment, I will now close the public comment portion of the public hearing.

MAYOR: Does the applicant wish to respond to any of the comments?

[Opportunity for applicant to provide any rebuttal evidence]

MAYOR: Before we turn to Trustee questions and deliberation, I want to state that the documents included within the record for this public hearing include all application materials submitted by the applicant; all materials included in the Trustee packets; any PowerPoint or other presentations given tonight; all written referral and public comments received regarding the application; the public comment sign-up sheet; the public posting log and photographs of the notice, and the Town's subdivision and zoning ordinances and other applicable regulations. Does anyone have any objection to inclusion of these items in the record?

MAYOR: I will now close the public hearing and the Trustees will deliberate on the evidence presented. During deliberations, Trustees may ask questions of Town staff, but no further public comment or other testimony or evidence will be received.

Who would like to begin?

Who is next?

Any other questions or comments

[If anyone believes the applicable criteria have not been met, then please explain why so we have those reasons for the record.]

MAYOR: We have a draft Resolution in front of us and I would entertain a motion.

May we have a Roll-Call vote?

Motion carries/fails.

STAFF REPORT



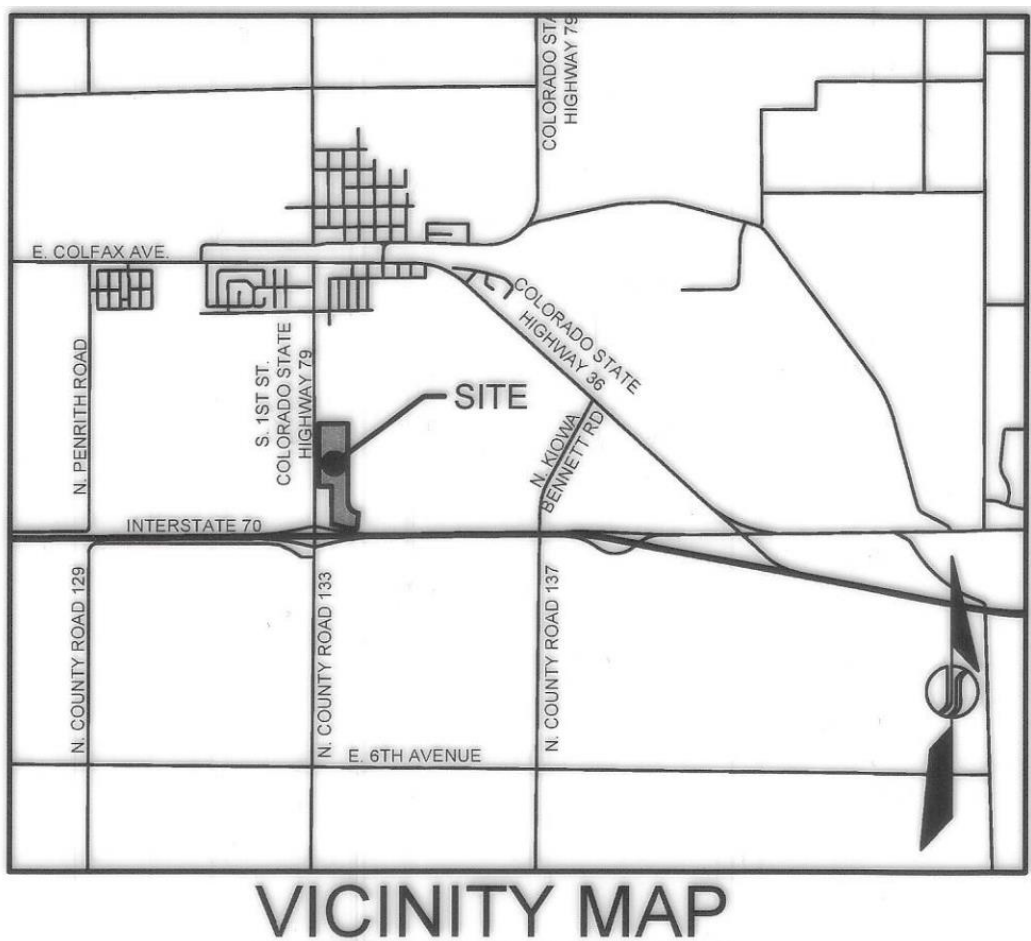
welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees
FROM: Steven Hoese, Planning Manager
DATE: November 28, 2023
SUBJECT: Case No. PZ 2023-0026 – Bennett Crossing Filing No. 1 First Amendment Minor Subdivision Plat

Background

The applicant is proposing an amendment to the Bennett Crossing Filing No.1 Final Plat to divide Lot 11 and create an additional buildable lot. Per Section 16-2-340 of the Bennett Municipal Code, this is not a boundary line adjustment because it creates an additional lot. This shall be considered a minor subdivision and must be reviewed by the Planning and Zoning Commission and the Board of Trustees.

The Bennett Crossing subdivision is shown in the vicinity map below:

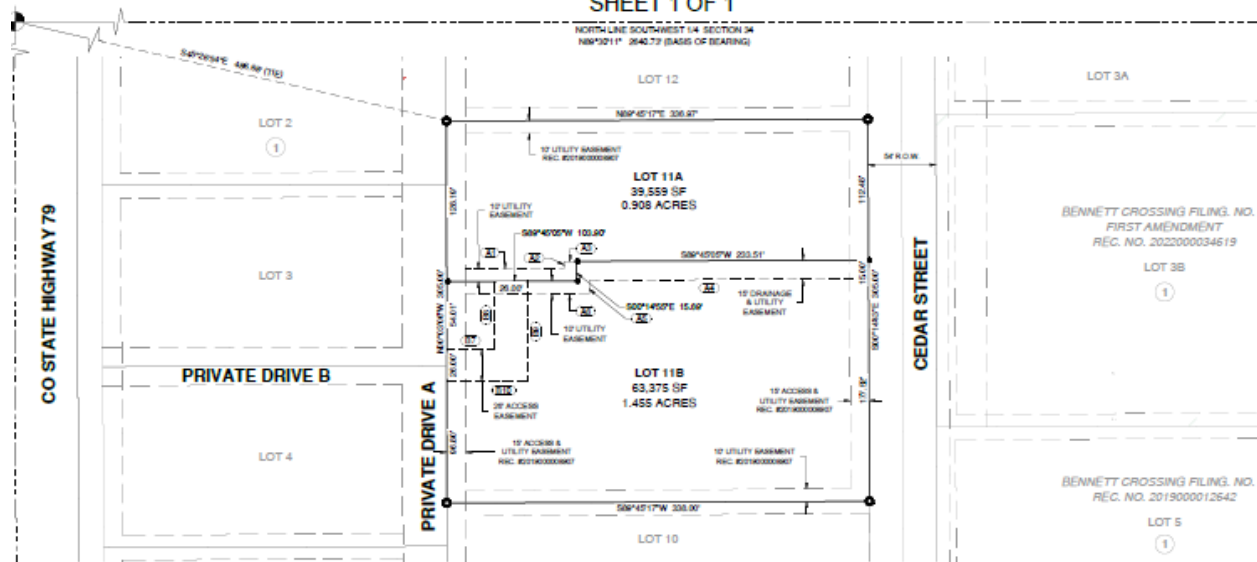


Proposed Amendment to Filing No. 1

The proposed lot configuration of Bennett Crossing Filing No. 1 First Amendment at 1087 Cedar Street is shown below. Lot 11 is to be divided into Lot 11A and lot 11B. A full size version of the plat document is attached.

BENNETT CROSSING FILING NO. 1, FIRST AMENDMENT MINOR SUBDIVISION PLAT

PORTION OF THE WEST HALF OF SECTION 34, T3S, R63W, 6TH P.M.,
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
A RESUBDIVISION OF LOT 11
TO BE KNOWN AS
LOT 11A AND 11B
SHEET 1 OF 1



Staff Analysis and Findings

Per Sec. 16-4-350, minor subdivision review process, the processing and review of a minor subdivision consists of three (3) primary steps, as follows:

- (1) The submittal and review of a final plat in accordance with this Article. Sec.16-4-380
- (2) A public hearing for the final plat before the Planning and Zoning Commission.
- (3) A public hearing for the final plat before the Board of Trustees.

Per Sec. 16-4-380 (2) the Town shall use the following criteria to evaluate the applicant's final plat application:

- a. The final plat incorporates recommended changes, modifications and conditions attached to the sketch plan unless otherwise approved by the Planning Commission. The minor plat incorporates the changes and easements identified in the review process.

b. All applicable technical standards in accordance with this chapter and adopted town documents have been met.

The subdivision of Lot 11 and the specific layout as proposed is necessary to provide a location for the Intermountain Health Facility.

Staff finds the minor plat is in compliance with the subdivision regulations in Chapter 16, Article IV of the Bennett Municipal Code.

Staff also finds the plat has been processed according to Sec.16-4-350 and meets the approval criteria in Sec. 16-4-380.

Public Comment

Notice of the November 27, 2023 Planning and Zoning Commission hearing and the November 28, 2023 Board of Trustees hearing was published in the Eastern Colorado News, posted on the subject property and sent to all property owners within 300 feet of the property.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission will consider Resolution No. 2023-06 on November 27, 2023, recommending approval of the Bennett Crossing Filing¹, First Amendment Minor Subdivision Plat with the following condition:

1. Before recording the plat, the applicant shall make minor modifications as directed by Town Staff, Town Engineer and Town Attorney.

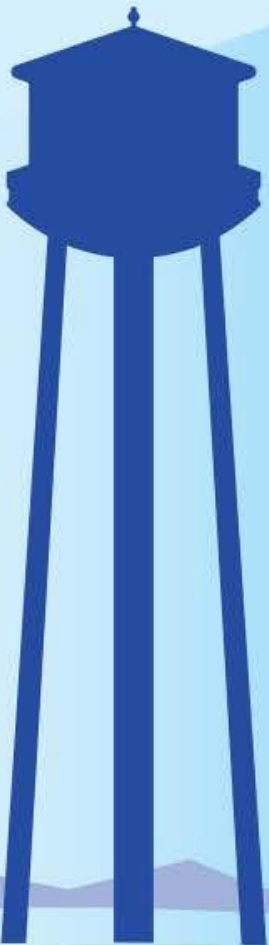
Staff Recommendation

Staff recommends the Board of Trustees adopt Resolution No. 990-23, approving Bennett Crossing Filing 1, First Amendment Minor Subdivision Plat, with the following condition:

1. Before recording the plat, the applicant shall make minor modifications as directed by Town Staff, Town Engineer and Town Attorney.

Attachments

1. Staff PowerPoint Presentation
2. Applicant's Letter of Intent
3. Bennett Crossing Filing No. 1, First Amendment
4. Original Bennett Crossing Filing No. 1 Recorded Final Plat
5. Planning and Zoning Commission Resolution No. 2023-06
6. Resolution No. 990-23

A dark blue silhouette of a water tower with a tiered top and three legs, standing on a green hill. The background features stylized hills in shades of blue, green, and yellow.

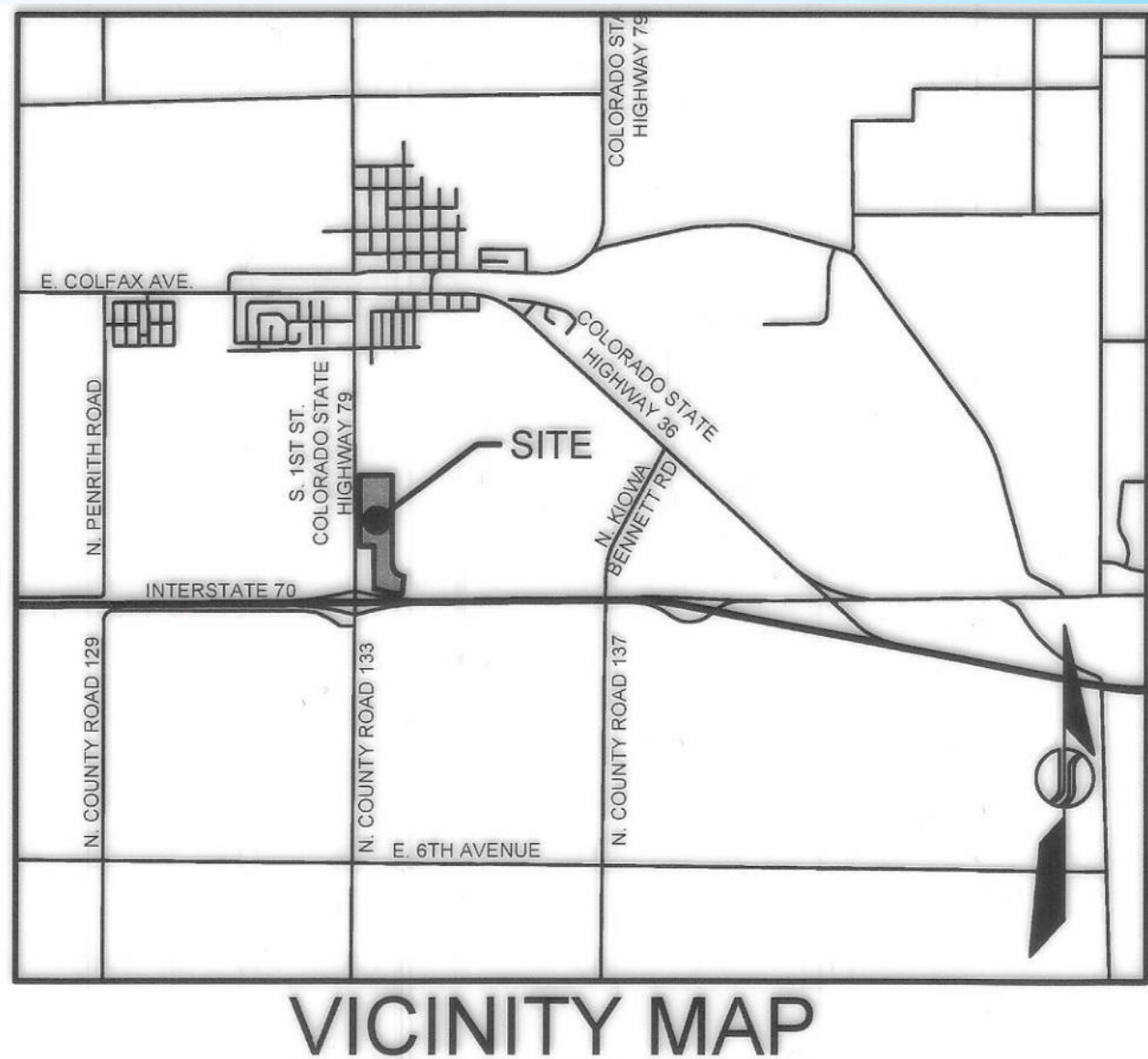
Case No. PZ 2023-0026 Bennett Crossing Filing 1 First Amendment Minor Subdivision Plat

Town of Bennett Board of Trustees

November 28, 2023

Steven Hoese, Planning Manager

Bennett Crossing Filing 1 Lot 11 Vicinity Map



Proposed Amendment to the Bennett Crossing Filing 1

- The owner is seeking to redefine the lot boundary across the area currently defined as Lot 11 in Bennett Crossing Filing No. 1 located at 1087 Cedar Street southwest of the corner of Cedar and Pearl Streets.
- The proposed lot configuration is to divide Lot 11 into Lot 11A and 11B.
- Because the amended plat creates an additional lot, the plat must be reviewed by both the Planning and Zoning Commission and the Board of Trustees.

First Amendment Proposed Lot Line Change

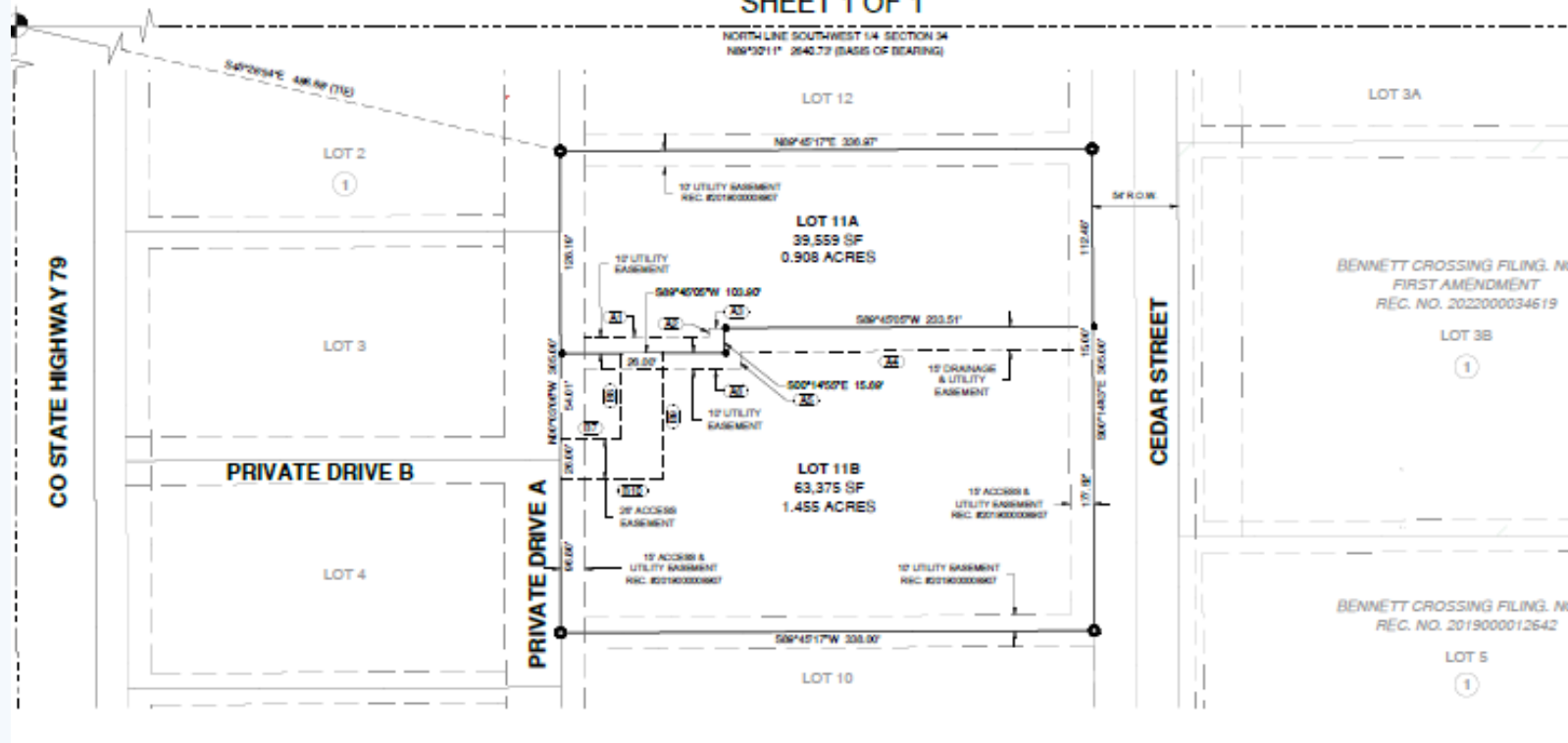
BENNETT CROSSING FILING NO. 1, FIRST AMENDMENT

MINOR SUBDIVISION PLAT

PORTION OF THE WEST HALF OF SECTION 34, T3S, R63W, 6TH P.M.,
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

A RESUBDIVISION OF LOT 11

TO BE KNOWN AS
LOT 11A AND 11B
SHEET 1 OF 1



Review Criteria and Staff Findings

- Per Sec, 16-4-350, a minor subdivision review follows the 16-4-380 final plat process.
- The minor plat incorporates the recommended changes, modifications and conditions as identified in the review process.
- All applicable technical standards in accordance with Chapter 16 and adopted Town documents have been met.
- The subdivision of Lot 11 and the specific layout of the new lot line is necessary to provide a location for the Intermountain Health facility.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission will consider Resolution No. 2023-06 on November 27, 2023, recommending approval of the Bennett Crossing Filing 1 First Amendment Minor Subdivision Plat with the following condition:

1. Before recording the final plat, the applicant shall make minor modifications as directed by Town Staff, Town Engineer and Town Attorney.

Staff Recommendation

Staff recommends the Board of Trustees adopt Resolution No. 990-23, approving the Bennett Crossing Filing 1, First Amendment Minor Subdivision Plat with the following condition:

1. Before recording the final plat, the applicant shall make minor modifications as directed by Town Staff, Town Engineer and Town Attorney.

September 22, 2023

Town of Bennett, Planning Department

207 Muegge Way

Bennett, CO 80102

Attention: Steve Hebert, AICP



Re: Bennett Crossing Filing No. 1, Lot 11
Minor Subdivision Application

Dear Steve,

On behalf of Gayeski Capital Equities LLC (Owner), our team has prepared the following documents in accordance with the Town's Minor Subdivision Application guidelines for revisions to lot boundaries as Lot 11 of Bennett Crossing, Filing No. 3 of the Subdivision Plat:

1. Cost Reimbursement Agreement
2. Funds Deposit Agreement
3. This Cover Letter
4. Minor Subdivision Plat
5. Technical Studies in the form of a Conformance Letter

To specifically address the specific needs of interested development partners, the Owner is seeking to redefine the lot boundaries across the area currently defined as Lots 11 in Bennett Crossing Filing No. 1, located at the southeast corner of Cedar and Pearl Streets. The attached documents outline the scope of the proposed revisions and include supporting documentation demonstrating the development's continued compliance with Town requirements and the Bennett Crossing Master Development Plan(s).

I trust that the attached information is sufficient to initiate Town and Referral Agency reviews. Should you require additional information or have questions as you begin processing this application, please don't hesitate to contact me directly at (720) 206-6931 or via email at CPerdue@ssdeng.com or Michael Cleary at mcleary@ssdeng.com.

Thank you, our team looks forward to working with Town Staff to make this project a benefit for the Owner, the development, and the Town.

Sincerely,

Strategic Site Designs, LLC

A handwritten signature in blue ink, appearing to be "CP", is written over the printed name of Christopher L. Perdue.

Christopher L. Perdue, P.E., M.B.A.

Owner

Enclosures: Refer to List in Body of Letter

BENNETT CROSSING FILING NO. 1, FIRST AMENDMENT

MINOR SUBDIVISION PLAT

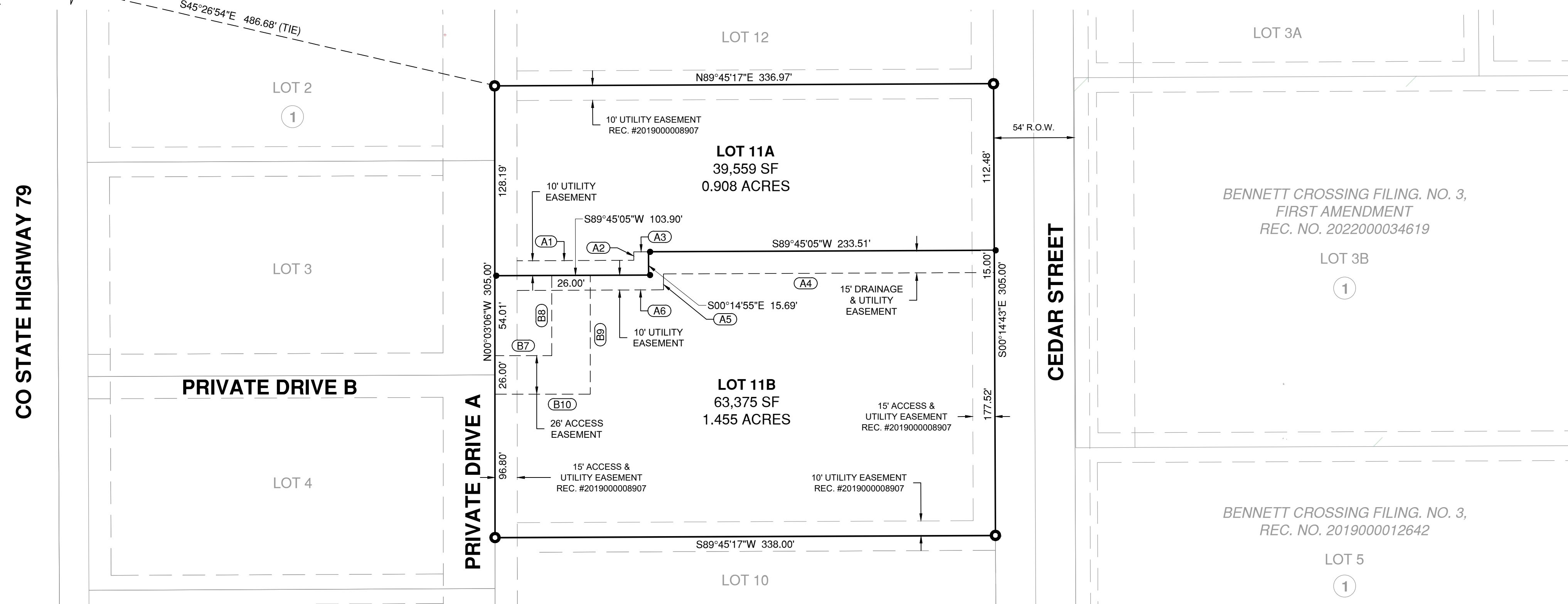
PORTION OF THE WEST HALF OF SECTION 34, T3S, R63W, 6TH P.M.,
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
A RESUBDIVISION OF LOT 11

TO BE KNOWN AS
LOT 11A AND 11B
SHEET 1 OF 1

WEST 1/4 CORNER
SECTION 34-T3S-R63W
2" ALUM. CAP
STAMPED "LS 26715 1990"

NORTH LINE SOUTHWEST 1/4 SECTION 34
N89°30'11" 2640.73' (BASIS OF BEARING)

CENTER CORNER
SECTION 34-T3S-R63W
2" ALUM. CAP
STAMPED "LS 23519 1994"



PROPOSED EASEMENT LINE TABLE

LINE #	LENGTH	BEARING
A1	78.86	S89° 45' 05" W
A2	5.89	S00° 14' 55" E
A3	10.00	S89° 45' 05" W
A4	223.51	S89° 45' 05" W
A5	10.69	S00° 14' 55" E
A6	98.93	S89° 43' 32" W
B7	38.40	N90° 00' 00" E
B8	54.17	N00° 00' 00" E
B9	80.29	N00° 00' 00" E
B10	64.40	N90° 00' 00" E

EASEMENT LEGEND

A = DRAINAGE AND UTILITY EASEMENT
B = ACCESS EASEMENT

PURPOSE STATEMENT

THIS IS THE FIRST AMENDMENT TO THE BENNETT CROSSING FILING NO. 1 SUBDIVISION. IT IS INTENDED TO REPLAT LOT 11, BLOCK 1, BENNETT CROSSING FILING NO. 1 INTO LOTS 11A AND 11B, BLOCK 1, BENNETT CROSSING FILING NO. 1, FIRST AMENDMENT. IT ALSO GRANTS THE EASEMENTS SHOWN HEREON.

OWNERSHIP CERTIFICATE

IN WITNESS THEREOF, GAYESKI CAPITAL EQUITIES, LLC, HAS CAUSED THESE PRESENT TO BE EXECUTED THIS _____ DAY OF _____, 20__ AD.

OWNER: GAYESKI CAPITAL EQUITIES LLC.
905 W 124TH AVENUE #200
WESTMINSTER, CO 80234
(303) 457-9700
MICHELLE@GAYESKICO.COM

BY: _____

AS: MANAGING MEMBER

NOTARY PUBLIC
STATE OF COLORADO
COUNTY OF ADAMS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__.

BY MICHELLE GAYESKI AS MANAGING MEMBER OF GAYESKI CAPITAL EQUITIES LLC.

WITNESS MY HAND AND OFFICIAL SEAL. _____ NOTARY SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

NOTARY ADDRESS _____

IN WITNESS THEREOF, _____ HAVE CAUSED THESE PRESENTS

TO BE EXECUTED THIS _____ DAY OF _____, 20__ AD.

LAND USE DATA

TOTAL NUMBER OF LOTS 2
TOTAL SITE ACRES 2.363

LEGAL DESCRIPTION AND DEDICATION

THE UNDERSIGNED, BEING THE OWNER(S) OF A PARCEL OF LAND SITUATED IN THE WEST HALF OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH P.M., TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
LOT 11 OF BLOCK 1, BENNETT CROSSING FILING NO. 1, AS DEPICTED IN RECEPTION #2019000008907 AND DESCRIBED BY METES AS BOUNDS, COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 34, THENCE S45°26'54"E, A DISTANCE OF 486.68' TO THE NORTHWEST CORNER OF THIS DESCRIPTION, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE N89°45'17"E, A DISTANCE OF 336.97' TO A POINT ON THE WEST RIGHT-OF-WAY OF CEDAR STREET;
THENCE S00°14'43"E, A DISTANCE OF 305.00' TO A POINT ON THE WEST RIGHT-OF-WAY OF CEDAR STREET;
THENCE S89°45'17"W, A DISTANCE OF 338.00';
THENCE N00°03'06"W, A DISTANCE OF 305.00' TO THE POINT OF BEGINNING.
CONTAINING 11.26 ACRES, MORE OR LESS.

HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE ABOVE DESCRIBED LAND AS PER THE DRAWING HERON CONTAINED UNDER THE NAME AND STYLE OF BENNETT CROSSING FILING NO. 1, FIRST AMENDMENT, A SUBDIVISION OF A PART OF THE TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO, AND HEREBY DEDICATE TO THE TOWN OF BENNETT IN FEE SIMPLE THE STREETS AND ALL OTHER PUBLIC WAYS AND PUBLIC PLACES AS SHOWN ON THE PLAT FOR PUBLIC USE THEREOF FOREVER, AND HEREBY DEDICATES TO THE USE OF THE TOWN OF BENNETT, ALL SERVING PUBLIC UTILITY, AND OTHER APPROPRIATE ENTITIES SUCH EASEMENTS AS ARE CREATED HEREBY AND DEPICTED, OR BY NOTE, REFERENCED HERON, ALONG WITH THE RIGHT TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, INSPECT AND OPERATE MAINS, TRANSMISSION, DISTRIBUTION AND SERVICE LINES AND APPURTENANCES OF OTHER IMPROVEMENTS FOR WHICH THE EASEMENTS WERE GRANTED TOGETHER WITH THE RIGHT OF ACCESS, ON, ALONG AND IN ALL OF THE EASEMENTS, EITHER DIRECTLY OR THROUGH THE VARIOUS APPLICABLE SERVICE PROVIDERS AS MAY BE NECESSARY TO ACCOMPLISH THE INTENDED PURPOSES OF THE EASEMENT, UNLESS MORE NARROWLY DEFINED BY NOTE HERON, "UTILITY" SHALL MEAN SEWER, WATER, DRAINAGE, ELECTRICITY, GAS, TELEPHONE, CABLE, AND OTHER TELECOMMUNICATIONS FACILITIES.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COST INVOLVED IN CONSTRUCTION AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, STORM DRAINAGE WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE LINE, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE TOWN OF BENNETT, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF BENNETT, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF BENNETT SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF BENNETT, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES AND/OR OTHER SERVING PUBLIC ENTITIES, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME PROPERTY OF SUCH MUNICIPALITY FRANCHISED AND/OR OTHER SERVING PUBLIC ENTITIES AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF BENNETT, COLORADO.

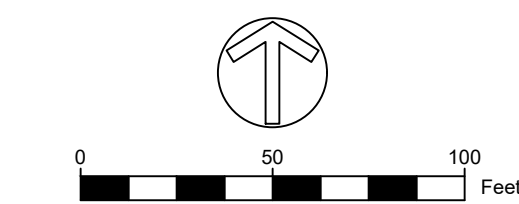
NOTES

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS (2) MISDEMEANOR PURSUANT OF STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.
- 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 AFTER THE DATE OF CERTIFICATION SHOWN HEREON.
- BEARINGS ARE BASED ON THE EAST-WEST MIDSECTION LINE, ASSUMED TO BEAR N89°30'11"E, BETWEEN FOUND MONUMENTS SHOWN HEREON.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE UNITED STATES SURVEY FOOT AS DEFINED BY THE U.S. NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S NATIONAL GEODETIC SURVEY.
- SURFACED ACCESS ROAD CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING CONSTRUCTION.
- RIGHT OF WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND DRIVES.
- ALL PRIVATE ROADS AND DRIVES ARE HEREBY DESIGNATED AS FIRE LANES WHEN REQUIRED. ALL THE FIRE LANES SHALL BE POSTED "NO PARKING-FIRE LANE". ALL FIRE LANES SHALL BE INCLUDED INTO THE TOWN OF BENNETT PROGRAM FOR ENFORCEMENT OF PRIVATE PROPERTY PARKING.
- THIS PLAT REPLATS A PORTION OF BLOCK 1 AS DEPICTED ON BENNETT CROSSING FILING NO. 1, RECEPTION NO. 2019000008907.
- MONUMENTS, ORNAMENTAL COLUMNS, PRIVATE PARKING LOT LIGHTS, RETAINING WALLS AND THEIR COMPONENT ARE NOT PERMITTED TO ENCRoACH INTO UTILITY EASEMENTS.

TOWN OF BENNETT APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF BENNETT CROSSING FILING NO. 1, FIRST AMENDMENT WAS APPROVED ON THIS _____ DAY OF _____, 20__ BY RESOLUTION NO. _____ AND THAT THE MAYOR OF THE TOWN OF BENNETT HEREBY ACKNOWLEDGED SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____ ATTEST: TOWN CLERK _____

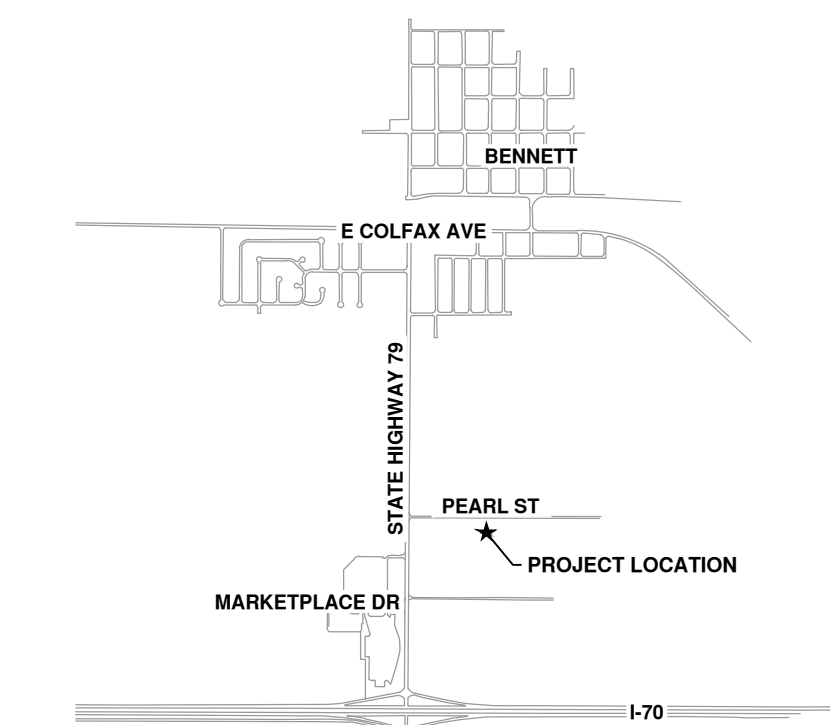
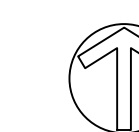


SURVEY LEGEND

- PLSS MONUMENTATION, FOUND AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 5/8" PIN WITH SURVEY CAP MARKED PLS 38157
- SECTION LINE
- EASEMENT
- BOUNDARY OF SUBDIVISION

SURVEY NOTE

DISTANCES ON THIS PLAT ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.



VICINITY MAP

SCALE: NTS

SURVEYOR'S CERTIFICATE

I, ANTHONY L. KNIEVEL, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF BENNETT CROSSING FILING NO. 1, FIRST AMENDMENT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AUGUST 18TH, 2023, AND THAT THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

ANTHONY L. KNIEVEL, PLS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38157
FOR AND ON BEHALF OF GEOVISTA SURVEYING AND MAPPING

**BENNETT CROSSING FILING 1 LOT 11
MINOR SUBDIVISION**

PORTION OF THE WEST HALF OF SECTION 34, T3S, R63W, 6TH P.M.,
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

GeoVista Surveying and Mapping
88 Inverness Cir East, Suite B101
Englewood, Colorado 80112
Phone: (303) 548-5903 | www.GeoVista.com

JOB NO. P-2023-027

DATE 8/18/2023

SHEETS SHEET

1 1

PURPOSE STATEMENT:

THIS **BENNETT CROSSING FILING NO. 1** PLAT IS INTENDED TO SUBDIVIDE 33.831 ACRES INTO 17 LOTS, 1 TRACT, DEDICATE RIGHT-OF-WAY AND GRANT EASEMENTS.

OWNERSHIP AND DEDICATION:

THE UNDERSIGNED, BEING THE OWNER(S) OF A PARCEL OF LAND SITUATED IN WEST HALF OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 34;
 THENCE NORTH 89°30'11" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 79 AS DESCRIBED IN BOOK 755 AT PAGE 566 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE **POINT OF BEGINNING**;
 THENCE NORTH 00°24'47" WEST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 28.50 FEET;
 THENCE NORTH 89°30'11" EAST A DISTANCE OF 686.42 FEET;
 THENCE SOUTH 00°14'43" EAST A DISTANCE OF 1835.03 FEET TO A POINT OF CURVATURE;
 THENCE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 83°27'52", A RADIUS OF 279.50 FEET, AN ARC LENGTH OF 407.16 FEET, AND A CHORD THAT BEARS SOUTH 41°58'34" EAST A DISTANCE OF 372.10 FEET;
 THENCE SOUTH 06°17'29" WEST A DISTANCE OF 365.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 70 AS DESCRIBED IN BOOK 755 AT PAGE 566 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;
 THENCE SOUTH 89°28'49" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 158.55 FEET;
 THENCE NORTH 76°04'23" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 447.69 FEET;
 THENCE NORTH 00°20'08" WEST A DISTANCE OF 892.33 FEET;
 THENCE SOUTH 89°46'02" WEST A DISTANCE OF 298.71 FEET, TO SAID EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 79;
 THENCE NORTH 00°14'04" WEST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 1442.60 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,473,685 SQUARE FEET, OR 33.831 ACRES MORE OR LESS;
 HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE ABOVE DESCRIBED LAND AS PER THE DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF **BENNETT CROSSING FILING NO. 1**, A SUBDIVISION OF A PART OF THE TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO, AND HEREBY DEDICATE TO THE TOWN OF BENNETT IN FEE SIMPLE THE STREETS AND ALL OTHER PUBLIC WAYS AND PUBLIC PLACES AS SHOWN ON THE PLAT FOR PUBLIC USE THEREOF FOREVER, AND HEREBY DEDICATES TO THE USE OF THE TOWN OF BENNETT, ALL SERVING PUBLIC UTILITY, AND OTHER APPROPRIATE ENTITIES SUCH EASEMENTS AS ARE CREATED HEREBY AND DEPICTED, OR BY NOTE, REFERENCED HEREON, ALONG WITH THE RIGHT TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, INSPECT AND OPERATE MAINS, TRANSMISSION, DISTRIBUTION AND SERVICE LINES AND APPURTENANCES OR OTHER IMPROVEMENTS FOR WHICH THE EASEMENTS WERE GRANTED, TOGETHER WITH THE RIGHT OF ACCESS, ON, ALONG AND IN ALL OF THE EASEMENTS, EITHER DIRECTLY OR THROUGH THE VARIOUS APPLICABLE SERVICE PROVIDERS AS MAY BE NECESSARY TO ACCOMPLISH THE INTENDED PURPOSES OF THE EASEMENT. UNLESS MORE NARROWLY DEFINED BY NOTE HEREON, "UTILITY" SHALL MEAN SEWER, WATER, DRAINAGE, ELECTRICITY, GAS, TELEPHONE, CABLE AND OTHER TELECOMMUNICATIONS FACILITIES.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COST INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AD LINES, LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BUY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE TOWN OF BENNETT, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF BENNETT, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF BENNETT SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF BENNETT, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALITY FRANCHISED UTILITIES, AND/OR OTHER SERVING PUBLIC ENTITIES, WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME PROPERTY OF SUCH MUNICIPALITY FRANCHISED AND/OR OTHER SERVING PUBLIC ENTITIES AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF BENNETT, COLORADO.

NOTES:

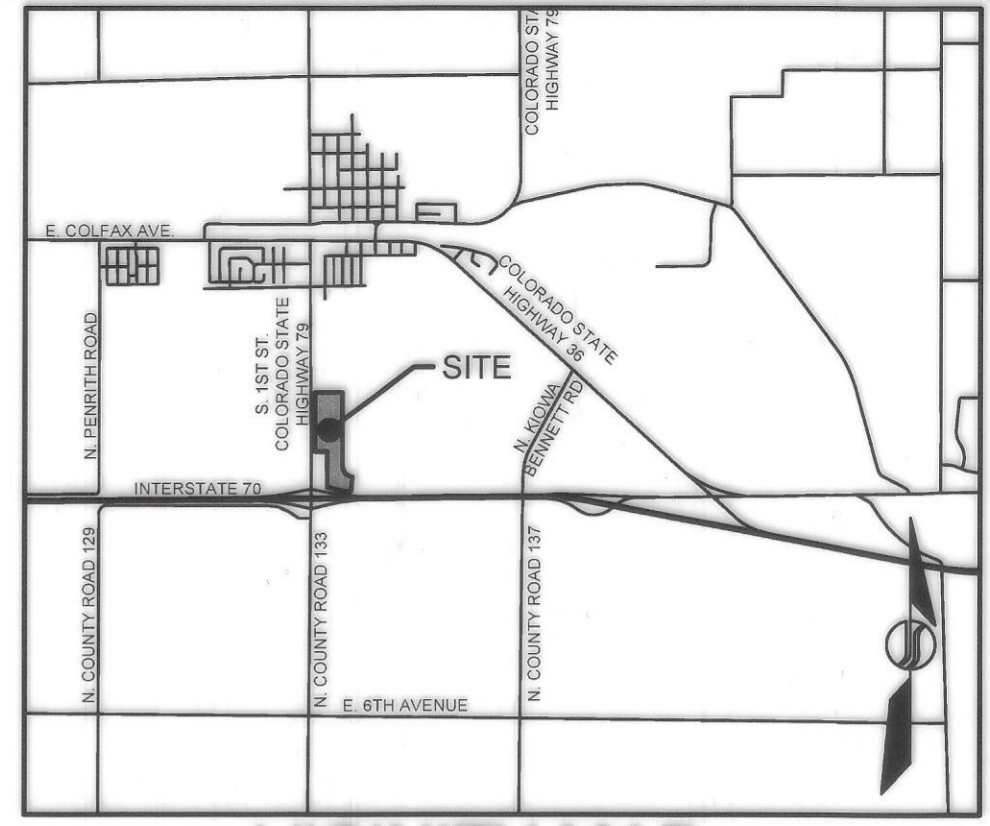
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION 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 AFTER THE DATE OF CERTIFICATION SHOWN HEREON.
- BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 00°24'47" EAST, AND IS MONUMENTED AS SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JANSEN STRAWN CONSULTING ENGINEERS TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL TITLE INFORMATION OF RECORD, JANSEN STRAWN CONSULTING ENGINEERS RELIED UPON COMMITMENT FOR TITLE INSURANCE NO. NCS-667832-CO, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, HAVING AN EFFECTIVE DATE OF JUNE 16, 2014 AT 2:57 P.M.

BENNETT CROSSING FILING NO. 1

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

NOTES CONTINUED:

- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE UNITED STATES SURVEY FOOT AS DEFINED BY THE U.S. NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S NATIONAL GEODETIC SURVEY.
- SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING CONSTRUCTION.
- RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS AND DRIVES.
- ALL PRIVATE ROADS AND DRIVES ARE HEREBY DESIGNATED AS FIRE LANES. WHEN REQUIRED, ALL THE FIRE LANES SHALL BE POSTED "NO PARKING-FIRE LANE". ALL FIRE LANES SHALL BE INCLUDED INTO THE TOWN OF BENNETT PROGRAM FOR ENFORCEMENT OF PRIVATE PROPERTY PARKING.
- TRACT A SHALL BE OWNED AND MAINTAINED BY SUBDIVIDER AND IS TO BE USED FOR ACCESS AND UTILITIES.
- WITH THE DEVELOPMENT OF ANY PORTION OF PA 4 AND 5, LANDSCAPING SHALL BE REQUIRED TO BE INSTALLED ADJACENT TO THE NORTHERN BOUNDARY OF OR WITHIN THE DRAINAGE CHANNEL ALONG PEARL STREET. SUCH LANDSCAPING IMPROVEMENTS SHALL BE DETAILED AND REQUIRED IN THE FIRST FINAL DEVELOPMENT PLAN FOR PA 4 OR 5 THAT INCLUDES PROPERTY ADJACENT TO THE DRAINAGE CHANNEL AND PEARL STREET.
- THIS PLAT REPLATS A PORTION OF LOT 1, BLOCK 1, ROOT SUBDIVISION AS DEPICTED ON SHEET 2.
- TRANSPORTATION EASEMENTS ARE HEREBY GRANTED TO THE TOWN AS SHOWN ON THIS PLAT, IN LOTS 7 AND 8, BLOCK 1, AND LOTS 1 AND 2, BLOCK 2, FOR THE PURPOSES OF TRANSPORTATION IMPROVEMENTS (I.E. SIDEWALKS, AND APPURTENANCES INCLUDING BUT NOT LIMITED TO BENCHES, LIGHTING, SIGNAGE, BUS FACILITIES, ETC.). THE UNDERLYING PROPERTY OWNER WILL BE RESPONSIBLE FOR MAINTENANCE (I.E. LANDSCAPING, GRAFFITI, TRASH AND DEBRIS) OF THE EASEMENT AREA. THE CITY WILL BE RESPONSIBLE FOR THE MAINTENANCE/REPLACEMENT OF THE TRANSPORTATION IMPROVEMENTS.
- WITH THE DEVELOPMENT OF ANY PORTION OF PA 4 AND 5, THE 8 FOOT SIDEWALK SHALL BE INSTALLED ALONG THE NORTH SIDE OF PEARL STREET WITH LANDSCAPING IMPROVEMENTS IN ACCORDANCE WITH TOWN STANDARDS AND APPROVAL.
- STATE HIGHWAY ROW MAINTENANCE: ANY IMPROVEMENTS OUTSIDE THE FLOW LINE OR BEYOND THE EDGE OF ASPHALT OF THE STATE HIGHWAY OR FUTURE STATE HIGHWAY, INCLUDING BUT NOT LIMITED TO SIDEWALK AND LANDSCAPING, WHICH ARE INSTALLED AT THE DIRECTION OF LOCAL LAND USE JURISDICTION SHALL BE MAINTAINED BY THE DEVELOPER, HOMEOWNERS ASSOCIATION, METROPOLITAN DISTRICT, THEIR HEIRS OR ASSIGNS.



VICINITY MAP
SCALE 1" = 3000'

OWNERSHIP CERTIFICATE

IN WITNESS THEREOF, LARRY GAYESKI HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS DAY OF 16th, January, 2019 AD.

OWNER: GAYESKI CAPITAL EQUITIES LLC
 905 WEST 124TH AVENUE, SUITE 200
 WESTMINSTER, CO 80234
 (303) 457-9700
 Larry.Gayeski@comcast.net

BY: [Signature]
 AS: MANAGING MEMBER

NOTARY PUBLIC
 STATE OF COLORADO
 COUNTY OF ADAMS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16th DAY OF JANUARY, 2019 AD. BY LARRY GAYESKI AS MANAGING MEMBER OF GAYESKI CAPITAL EQUITIES LLC.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]
 NOTARY PUBLIC
 LYNETTE F WHITE
 NOTARY PUBLIC-STATE OF COLORADO
 My Identification # 20094037608
 Expires December 1, 2021

MY COMMISSION EXPIRES: 12-01-2021
 NOTARY ADDRESS: 207 MUEGGE WAY

IN WITNESS THEREOF, TOWN OF Bennett HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 16th DAY OF JANUARY, 2019 AD.

TOWN OF BENNETT APPROVALS

THIS IS TO CERTIFY THAT THE PLAT OF **BENNETT CROSSING FILING NO. 1** WAS APPROVED ON THIS 8th DAY OF NOVEMBER, 2016 AD. BY RESOLUTION NO. 640-16 AND THAT THE MAYOR OF THE TOWN OF BENNETT HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

[Signature] MAYOR
[Signature] ATTEST: TOWN CLERK

SURVEYOR'S CERTIFICATE

I, THOMAS D. STAAB, A REGISTERED SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF **BENNETT CROSSING FILING NO. 1** PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION ON THE 23RD DAY OF OCTOBER, 2015, AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

SIGNED THIS 15th DAY OF JANUARY, 2019



THOMAS D. STAAB, P.L.S. NO. 25965
 FOR & ON BEHALF OF JANSEN STRAWN CONSULTING ENGINEERS, INC.

RECORDER'S CERTIFICATE

STATE OF COLORADO)
)SS
 COUNTY OF ADAMS)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON

THE 5th DAY OF FEB, 2019.

AT 2:27 O'CLOCK P.M.,

RECEPTION NO. 201900003907

CLERK AND RECORDER
 BY: [Signature]
 DEPUTY
 BY: [Signature]



No.	Revisions	Date	By	No.	Revisions	Date	By
1	TOWN COMMENTS	04/11/16	JLM	4	TOWN COMMENTS	11/07/16	JLM
2	TOWN COMMENTS	09/14/16	JLM	5	TOWN COMMENTS	04/03/17	JLM
3	OWNER COMMENTS	10/13/16	JLM	6	TOWN COMMENTS	09/25/17	KEB

Scale: N/A
 Date: 11-17-2017
 Job No.: 14043

BENNETT CROSSING FILING NO. 1
FINAL SUBDIVISION PLAT

BENNETT CROSSING FILING NO. 1

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 34,
TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

UNPLATTED
OWNER:
GAYESKI CAPITAL EQUITIES LLC
APN# 0181534200007
REC. NO. 2014000037662

CENTER COR. SEC. 34
FOUND 2-1/2" ALUM. CAP
STAMPED "PLS 23519 1994"

NW COR. SEC. 34
FOUND 3-1/4" ALUM. CAP
(MON REC HAS 2-1/4" ALUM. CAP)
STAMPED "PLS 25379 2009"

POINT OF COMMENCEMENT
W 1/4 COR. SEC. 34
FOUND 3-1/4" ALUM. CAP
STAMPED "PLS 26715 2009"

N89°30'11"E
50.00' (TIE)

MUEGGE FARMS FLG 1, TRACT A
OWNER: TOWN OF BENNETT
APN# 0181533401006

MUEGGE FARMS FLG 1 AMND NO. 2 BLK 1, LOT 1
OWNER: DILLON COMPANIES INC DBA KING SOOPERS INC
APN# 0181533401012

MUEGGE FARMS FLG 1 AMND NO. 2 BLK 1, LOT 2
OWNER: DILLON COMPANIES INC DBA KING SOOPERS INC
APN# 0181533401013

MUEGGE FARMS FLG 1 AMND NO. 2 BLK 1, LOT 3
OWNER: D AND M HOLDINGS LLC
APN# 0181533401014

MUEGGE FARMS FLG.1 AMENDED BLK 1, LOT 5
OWNER: DILLON COMPANIES INC DBA KING SOOPERS INC
APN# 0181533401011
REC. NO. 0179001

MARKETPLACE DRIVE
(90' ROW)
UNPLATTED
OWNER:
LOVES TRAVEL STOPS AND COUNTRY
STORES INC C/O RYAN LLC
APN# 0181533400001
REC. NO. 0179001

MUEGGE SUBDIVISION
OWNER:
LOVES TRAVEL STOPS AND
COUNTRY STORES INC C/O
RYAN LLC
APN# 0181500006001
REC. NO. 0082444

ACCESS CONTROL LINE
BOOK 742 PAGE 443

SW COR. SEC. 34
CALCULATED LOCATION

FOUND ALUMINUM CAP
MARKED "LS 34995
2017" AS 90'
REFERENCE MONUMENT
TO SECTION CORNER

FOUND ALUMINUM CAP
MARKED "LS 34995 2017"
AS 90' REFERENCE TO
SECTION CORNER

A PORTION OF THE 30' ACCESS EASEMENT
REC. NO. C1113464
30' INGRESS AND EGRESS
EASEMENT BOOK 4364 PAGE 871
VACATED BY SEPARATE DOCUMENT

UNPLATTED
OWNER:
GAYESKI CAPITAL EQUITIES LLC
APN# 0181534200007
REC. NO. 2014000037662

ROOT SUBDIVISION
REC. NO. 941954
OWNER:
GAYESKI CAPITAL
EQUITIES LLC
APN# 0181500003001

PORTION OF THE
25' ACCESS AND UTILITY
EASEMENT VACATED
BY ORDINANCE 191-19
REC. NO. 201900008015

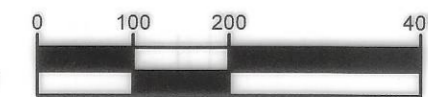
SET POINT ON LINE
1400.00' SOUTH OF
NORTHEAST CORNER
OF THIS PLAT

UNPLATTED
OWNER:
GAYESKI CAPITAL EQUITIES LLC
APN# 0181534300001
REC. NO. 2014000037662

Δ=83°27'48"
R=279.50'
L=407.15'
CHB=S41°58'37"E
CHD=372.09'

LEGEND

- SITE BOUNDARY
- RIGHT-OF-WAY LINE
- - - SECTION LINE
- - - TRACT/LOT LINE
- - - ADJACENT TRACT OF LOT LINE
- - - EXISTING RIGHT-OF-WAY LINE
- - - EXISTING EASEMENTS
- SET 18" #5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 25965
- FOUND MONUMENT (AS NOTED)
- SQ. FT. SQUARE FEET
- U.E. UTILITY EASEMENT GRANTED BY THIS PLAT
- A.U.E. ACCESS AND UTILITY EASEMENT GRANTED BY THIS PLAT
- ◆ SECTION CORNER AS NOTED
- REC. NO. RECEPTION NUMBER
- CHB CHORD BEARING
- CHD CHORD DISTANCE
- ROW RIGHT-OF-WAY
- APN# COUNTY ASSESSOR PARCEL NUMBER
- ① BLOCK NUMBER
- ▨ EASEMENT TO BE VACATED BY SEPARATE DOCUMENT



SCALE: 1" = 200'
ORIGINAL GRAPHIC SCALE



JANSEN STRAWN
CONSULTING ENGINEERS
45 WEST 2ND AVENUE
DENVER, CO 80223
P. 303.561.3333
F. 303.561.3339

No.	Revisions	Date	By	No.	Revisions	Date	By
1	TOWN COMMENTS	04/11/16	JLM	4	TOWN COMMENTS	11/07/16	JLM
2	TOWN COMMENTS	09/14/16	JLM	5	TOWN COMMENTS	04/03/17	JLM
3	OWNER COMMENTS	10/13/16	JLM	6	TOWN COMMENTS	09/25/17	KEB

Scale: 1" = 200'
Date: 11-17-2017
Job No.: 14043

BENNETT CROSSING FILING NO. 1
FINAL SUBDIVISION PLAT

SHEET 2 OF 4

BENNETT CROSSING FILING NO. 1

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 34,
TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	89°44'15"	40.00'	62.65'	S44°38'03"W	56.44'
C2	90°15'07"	33.00'	51.98'	S45°22'16"E	46.77'
C3	89°44'06"	33.00'	51.68'	S44°37'20"W	46.56'
C4	90°16'32"	37.50'	59.09'	S45°22'20"E	53.16'
C7	90°15'06"	59.50'	93.72'	N45°22'16"W	84.33'

NW COR. SEC. 34
FOUND 3-1/4" ALUM. CAP
(MON REC HAS 2-1/4" ALUM. CAP)
STAMPED "PLS 25379 2009"

20' SANITARY SEWER
EASEMENT DEDICATED BY
SEPARATE DOCUMENT
REC. NO. 201900008911
UNPLATTED
OWNER:
GAYESKI CAPITAL EQUITIES LLC
APN# 0181534200007
REC. NO. 2014000037662

58'
RIGHT-OF-WAY DEDICATED
TO THE TOWN OF
BENNETT BY THIS PLAT

DRAINAGE EASEMENT
DEDICATED BY SEPARATE
DOCUMENT REC.
NO. 201900008017

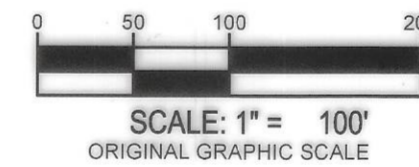
CENTER COR. SEC. 34
FOUND 2-1/2" ALUM. CAP
STAMPED "PLS 23519 1994"

LEGEND

- SITE BOUNDARY
- RIGHT-OF-WAY LINE
- SECTION LINE
- TRACT/LOT LINE
- PROPOSED ROAD CENTERLINE
- PROPOSED EASEMENT
- ADJACENT TRACT OF LOT LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENTS
- SQ. FT. SQUARE FEET
- U.E. UTILITY EASEMENT GRANTED BY THIS PLAT
- A.U.E. ACCESS AND UTILITY EASEMENT GRANTED BY THIS PLAT
- SECTION CORNER AS NOTED
- REC. NO. RECEPTION NUMBER
- CHB CHORD BEARING
- CHD CHORD DISTANCE
- ROW RIGHT-OF-WAY
- APN# COUNTY ASSESSOR PARCEL NUMBER
- BLOCK NUMBER
- SET 18" #5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 25965
- FOUND MONUMENT (AS NOTED)

A PORTION OF THE
30' ACCESS EASEMENT
REC. NO. C1113464
30' INGRESS AND EGRESS
EASEMENT BOOK 4364 PAGE 871
VACATED BY SEPARATE DOCUMENT

UNPLATTED
OWNER:
GAYESKI CAPITAL EQUITIES LLC
APN# 0181534200007
REC. NO. 2014000037662



N00°24'47"W
28.50'
POINT OF COMMENCEMENT
W 1/4 COR. SEC. 34
FOUND 3-1/4" ALUM. CAP
STAMPED "PLS 26715 2009"

N89°30'11"E
50.00' (TIE)
POINT OF BEGINNING

20.00'
RIGHT-OF-WAY DEDICATED TO
TOWN OF BENNETT
BY THIS PLAT

50' RIGHT-OF-WAY
BOOK 755 PAGE 566
50' RIGHT-OF-WAY
BOOK 745 PAGE 206

MUEGGE FARMS FLG 1, TRACT A
OWNER: TOWN OF BENNETT
APN# 0181533401006

W. LINE SW 1/4 SEC. 34
S00°14'04"E 2680.47'

N00°14'04"W 1442.60'

STATE HIGHWAY 79
(100' ROW)

20.00'
RIGHT-OF-WAY DEDICATED TO
TOWN OF BENNETT
BY THIS PLAT

SET POINT ON LINE
1202.40' SOUTH OF
POINT OF BEGINNING

MARKETPLACE DRIVE
(90' ROW)

MARKETPLACE DRIVE
(ROW WIDTH VARIES)

SEE SHEET 4 OF 4

54'
RIGHT-OF-WAY DEDICATED
TO THE TOWN OF
BENNETT BY THIS PLAT

CEDAR STREET
(54' ROW)

N00°14'43"W 1069.26'

S00°14'43"E 1835.04'

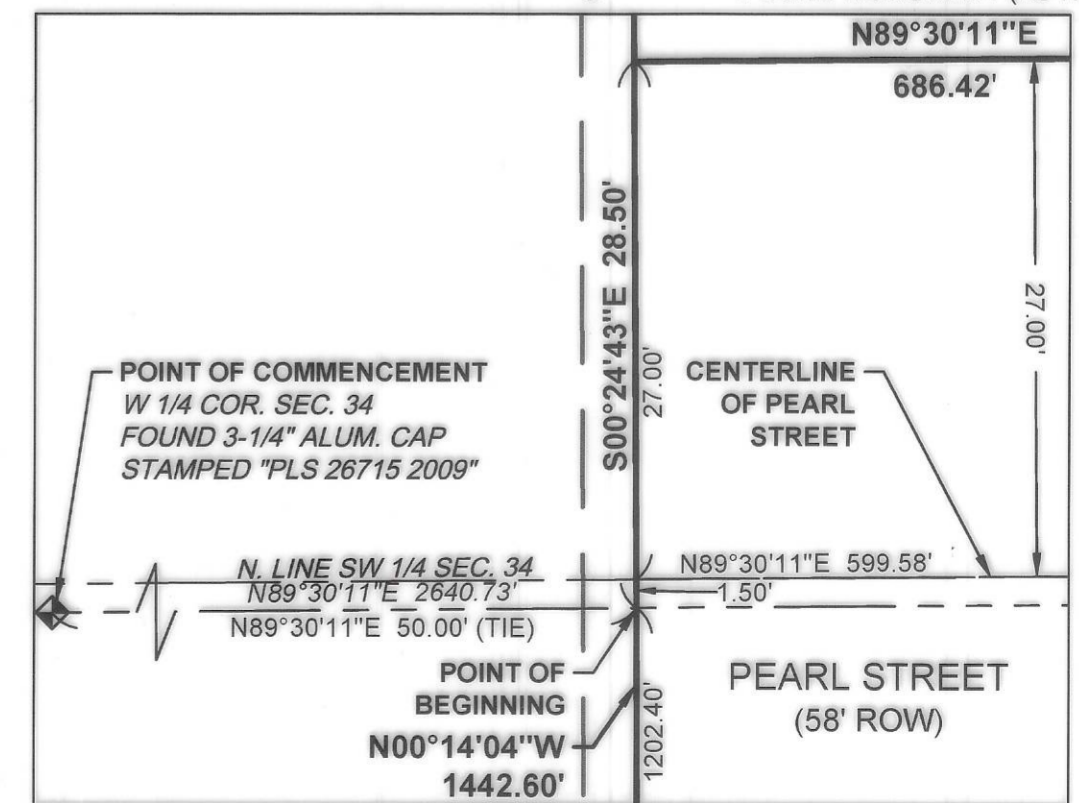
S00°14'43"E 1748.16'

S00°14'43"E 1202.40'

ROOT SUBDIVISION
REC. NO. 941954
OWNER:
GAYESKI CAPITAL
EQUITIES LLC
APN# 0181500003001

25' ACCESS
AND UTILITY
EASEMENT
REC. NO. 941954

UNPLATTED
OWNER:



DETAIL A
SCALE: 1" = 10'



JANSEN STRAWN
CONSULTING ENGINEERS
45 WEST 2ND AVENUE
DENVER, CO 80223
P. 303.561.3333
F. 303.561.3339

No.	Revisions	Date	By	No.	Revisions	Date	By
1	TOWN COMMENTS	04/11/16	JLM	4	TOWN COMMENTS	11/07/16	JLM
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3	OWNER COMMENTS	10/13/16	JLM	6	TOWN COMMENTS	09/25/17	KEB

Scale: 1" = 100'
Date: 11-17-2017
Job No.: 14043

BENNETT CROSSING FILING NO. 1
FINAL SUBDIVISION PLAT

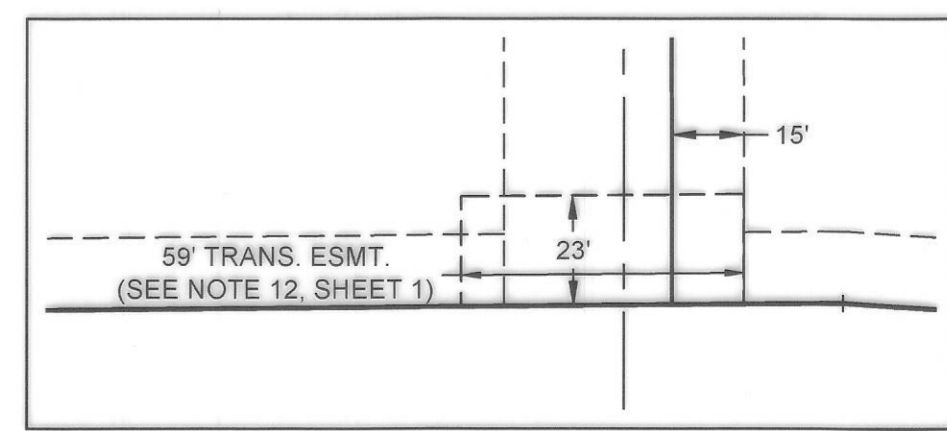
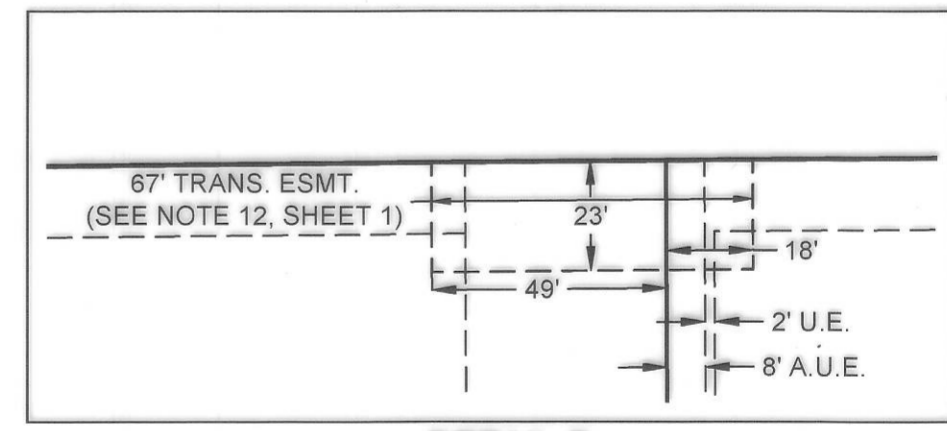
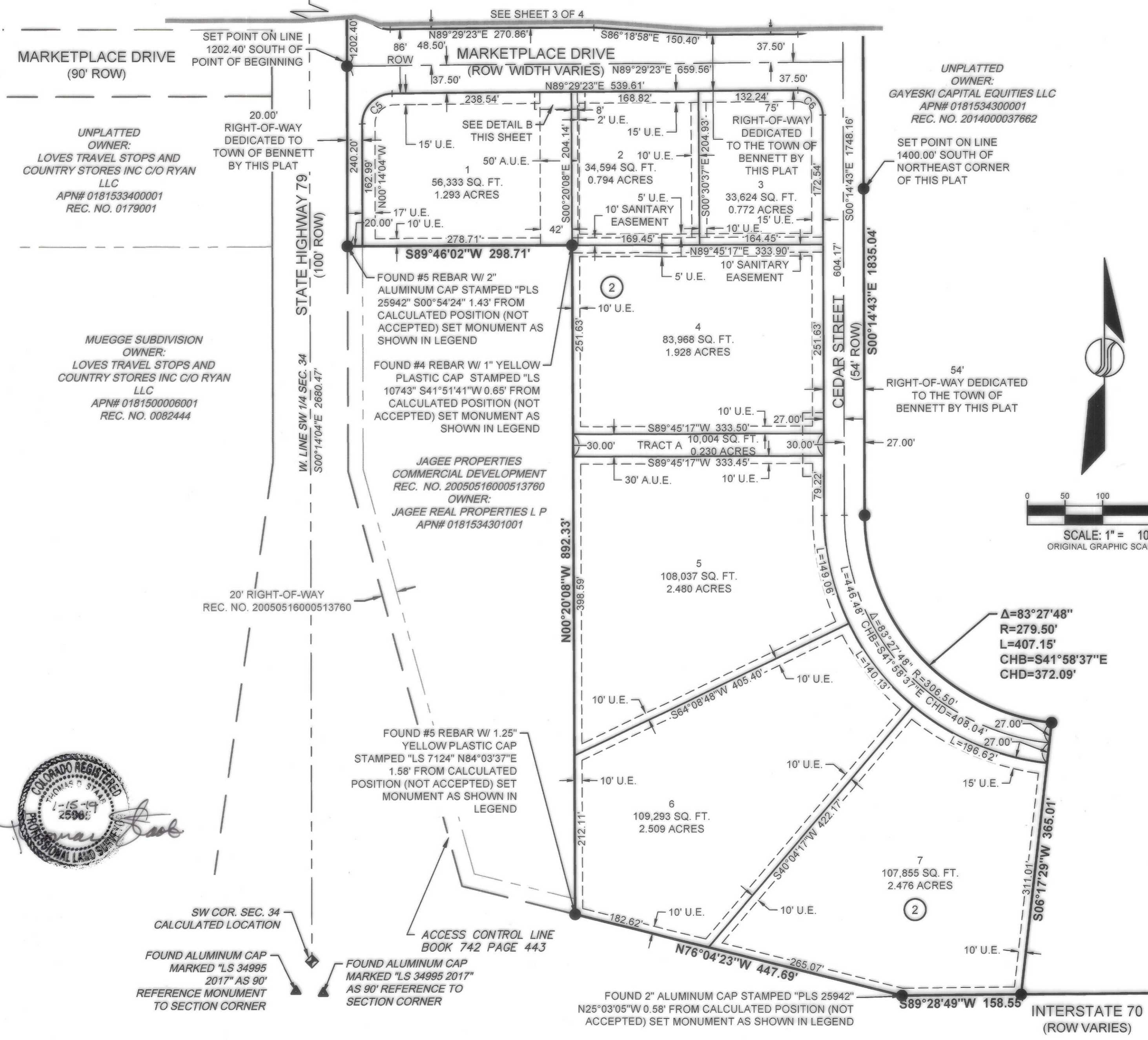
BENNETT CROSSING FILING NO. 1

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 34,
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TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C5	89°43'28"	40.00'	62.64'	S44°37'40"W	56.43'
C6	90°16'10"	33.00'	51.99'	S45°22'40"E	46.78'

LEGEND

- SITE BOUNDARY
- RIGHT-OF-WAY LINE
- SECTION LINE
- TRACT/LOT LINE
- PROPOSED ROAD CENTERLINE
- PROPOSED EASEMENT
- ADJACENT TRACT OF LOT LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENTS
- SQ. FT. SQUARE FEET
- U.E. UTILITY EASEMENT GRANTED BY THIS PLAT
- A.U.E. ACCESS AND UTILITY EASEMENT GRANTED BY THIS PLAT
- SECTION CORNER AS NOTED
- REC. NO. RECEPTION NUMBER
- CHB CHORD BEARING
- CHD CHORD DISTANCE
- ROW RIGHT-OF-WAY
- APN# COUNTY ASSESSOR PARCEL NUMBER
- BLOCK NUMBER
- SET 18" #5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP PLS 25962
- FOUND MONUMENT (AS NOTED)



JANSEN STRAWN
CONSULTING ENGINEERS
45 WEST 2ND AVENUE
DENVER, CO 80223
P. 303.561.3333
F. 303.561.3339

No.	Revisions	Date	By	No.	Revisions	Date	By
1	TOWN COMMENTS	04/11/16	JLM	4	TOWN COMMENTS	11/07/16	JLM
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Scale: 1" = 100'
Date: 11-17-2017
Job No.: 14043

BENNETT CROSSING FILING NO. 1
FINAL SUBDIVISION PLAT

SHEET 4 OF 4
Page 137

BENNETT PLANNING AND ZONING COMMISSION

RESOLUTION NO. 2023-06

**A RESOLUTION RECOMMENDING APPROVAL OF THE
BENNETT CROSSING FILING 1, FIRST AMENDMENT MINOR SUBDIVISION PLAT**

WHEREAS, there has been submitted to the Planning and Zoning Commission of the Town of Bennett a request for approval of an amendment to the Bennett Crossing Filing 1 Final Plat; and

WHEREAS, all materials related to the proposed amended Final Plat have been reviewed by Town Staff and found with conditions to be in compliance with Town of Bennett subdivision and zoning ordinances; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds that the proposed Bennett Crossing Filing 1, First Amendment Minor Subdivision Plat should be approved subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Planning and Zoning Commission hereby recommends approval of the proposed Bennett Crossing Filing No. 1, First Amendment Minor Subdivision Plat, subject to the condition set forth on Exhibit A, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED THIS 27TH DAY OF NOVEMBER 2023.

Chairperson

ATTEST:

Savannah Vickery, Secretary

EXHIBIT A
BENNETT CROSSING FILING 1, FIRST AMENDMENT
Condition of Approval

Before recording the minor plat, that applicant shall make minor modifications as directed by Town Staff, Town Engineer and Town Attorney.

RESOLUTION NO. 990-23

**A RESOLUTION APPROVING THE
BENNETT CROSSING FILING 1, FIRST AMENDMENT MINOR SUBDIVISION PLAT**

WHEREAS, there has been submitted to the Board of Trustees of the Town of Bennett a request for approval of an amendment to the Bennett Crossing Filing 1 Final Plat; and

WHEREAS, all materials related to the proposed amended final plat have been reviewed by Town Staff and found with conditions to be in compliance with Town of Bennett subdivision and zoning ordinances; and

WHEREAS, after a duly-noticed public hearing, at which evidence and testimony were entered into the record, the Planning and Zoning Commission finds for the reasons discussed on the record during the public hearing held on November 27, 2023, the proposed Bennett Crossing Filing 1, First Amendment Minor Subdivision Plat should be approved subject to certain conditions; and

WHEREAS, after a noticed public hearing, at which evidence and testimony were entered into the record, the Board of Trustees finds that the proposed Bennett Crossing Filing 1, First Amendment Minor Subdivision Plat should be approved subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

Section 1. The Board of Trustees hereby approves the proposed Bennett Crossing Filing No. 1, First Amendment Minor Subdivision Plat, subject to the condition set forth on Exhibit A, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED THIS 28TH DAY OF NOVEMBER 2023.

TOWN OF BENNETT, COLORADO

Royce D. Pindell, Mayor

ATTEST:

Christina Hart, CMC
Town Clerk

EXHIBIT A
BENNETT CROSSING FILING 1, FIRST AMENDMENT
Condition of Approval

Before recording the minor plat, that applicant shall make minor modifications as directed by Town Staff, Town Engineer and Town Attorney.

Suggested Motion

I move to approve Resolution No. 990-23 – A resolution approving the Bennett Crossing Filing 1, First Amendment Minor Subdivision Plat.

EXECUTIVE SESSION SCRIPT

(Note: Two-thirds of the quorum present must vote yes; the session may only occur at a regular or special meeting of the Board)

I MOVE TO GO INTO EXECUTIVE SESSION:

For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e); Intergovernmental Agreement between Adams County, Colorado and the Town of Bennett for Law Enforcement Services 2024

BEGIN THE EXECUTIVE SESSION:

It's November 28, 2023, and the time is _____. For the record, I am the presiding officer, Mayor Royce D. Pindell. As required by the Open Meetings Law, this executive session is being electronically recorded.

Also present at this executive session are the following persons:

As a reminder, everyone participating in the executive session has a duty to maintain the confidentiality and privacy of this executive session.

ANNOUNCEMENT NO. 1

This is an executive session for the following purpose:

For the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators under C.R.S. Section 24-6-402(4)(e); Intergovernmental Agreement between Adams County, Colorado and the Town of Bennett for Law Enforcement Services 2024

I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.

ANNOUNCEMENT NO. 2

ANNOUNCEMENT TO BE MADE BY THE PRESIDING OFFICER
BEFORE CONCLUDING THE EXECUTIVE SESSION
(WHILE THE TAPE RECORDER IS STILL ON)

I hereby attest that this recording reflects the actual contents of the discussion at the executive session and has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.

The recording will be retained for a 90-day period.

The time is now _____, and we now conclude the executive session and return to the open meeting.

(turn off tape and return to open meeting)

ANNOUNCEMENT NO. 3

STATEMENT TO BE MADE BY THE PRESIDING OFFICER
UPON RETURNING TO THE OPEN MEETING

The time is now _____, and the executive session has been concluded. The participants in the executive session were:

For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.

Seeing none, the next agenda item is...