



## Re-submittal Form

**Case Name/ Number:** Clear Creek Transit Village Final Plat & FDP / PRC2023-00011

**Case Manager:** Greg Barnes

### Re-submitted Items:

- Development Plan/ Site Plan
- Plat
- Parking/ Landscape Plan
- Engineering Documents
- Subdivision Improvements Agreement (Microsoft Word version)
- Other: Response to Comments

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

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

The cover letter must include the following information:

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

For County Use Only:
Date Accepted:
Staff (accepting intake):
Resubmittal Active: <u>Engineering; Planner; Right-of-Way; Addressing; Building Safety;</u>
<u>Neighborhood Services; Environmental; Parks; Attorney; Finance; Plan Coordination</u>



February 8, 2024

Greg Barnes  
Principal Planner  
Adams County Community and Economic Development  
4430 South Adams County Parkway, 1<sup>st</sup> Floor, Suite W2000A  
Brighton, CO 80601

**RE: CLEAR CREEK TRANSIT VILLAGE – FINAL DEVELOPMENT PLAN AND  
FINAL PLAT RESUBMITTALS**

Dear Mr. Barnes,

Thank you for taking the time to review the Final Development Plan and Plat for the Clear Creek Transit Village project. We appreciate the feedback and have made changes to the submittal included herein. Please refer to the following pages for our responses to comments made. Should you have any questions or concerns please feel free to reach out to me by phone, at 303-892-1166 or by email, [bmahar@norris-design.com](mailto:bmahar@norris-design.com).

We look forward to working with Adams County to make this project a continued success.

Sincerely,  
Norris Design

A handwritten signature in black ink that reads "Bill Mahar".

Bill Mahar, AICP  
Principal



## **COMMENTING DIVISION: PLANNER REVIEW**

**NAME OF REVIEWER: GREG BARNES**

PLN01: Although flexibility has been requested and at times encouraged on the overall PUD, when it comes to active recreation open space, flexibility is not something with which we are not comfortable. We want assurances that the active recreation component will conform to the County's definition in Chapter 11 of the Development Standards. Additionally, we will want to know what these components are and where they will be located. Ideally, we would like to see a full site plan of these components and binding commitments to provide specific amenities in the FDP.

**Response: The Active Open Space portion of the FDP has been refined to provide further specifics of Active Recreation components as specified in the County's definition of Active Open Space, as outlined in Chapter 11. Per a meeting with Greg Barnes on 12/19/24 to discuss this comment, these updates were confirmed to meet County requirements. Additional labels and further descriptions of amenities within streetscape areas have been included.**

PLN02: The SIA requires revision and the draft will be required to be approved by the County Attorney prior to advancement of this case.

**Response: Comment noted. The project team will schedule a meeting with the County to coordinate the SIA agreement and its components.**

PLN03: A revised calculation for cash in lieu of Public Land Dedication requirements has been provided.

**Response: Comment noted.**

## **COMMENTING DIVISION: ATTORNEY REVIEW**

**NAME OF REVIEWER: CHRISTINE FINCH**

ATY01: You have submitted the draft SIA, but only filled out the party info and nothing else. Please include collateral amount, a description of improvements to be constructed, a description of ROW to be dedicated, a legal description, and a cost estimate for those improvements.

**Response: Comment noted. The project team will schedule a meeting with the County to coordinate the SIA agreement and its components.**

## **COMMENTING DIVISION: FINANCE**

**NAME OF REVIEWER: LAURA GARCIA**

No comments provided from Finance, however they will continue reviewing the SIA until the draft process is complete.

**Response: Comment noted. The project team will schedule a meeting with the County to coordinate the SIA agreement and its components.**

## **COMMENTING DIVISION: DEVELOPMENT ENGINEERING REVIEW**

**NAME OF REVIEWER: MATTHEW EMMENS**

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0592H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site IS located within a delineated 100-year flood hazard zone; A floodplain use permit will be required for development within the Floodplain.

**COMMENT CLOSED**

ENG2: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. In the event that the disturbed area of the site exceeds 1 acre, and the site is within the Adams County MS4 area, then the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR400000.

**COMMENT CLOSED**

ENG3: Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports).

**COMMENT TO REMAIN OPEN UNTIL CONSTRUCTION DOCUMENTS ARE PRELIMINARILY APPROVED.**



ENG4: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and, any roadway improvements as required by the approved traffic impact study.

**COMMENT CLOSED**

ENG5: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

**COMMENT CLOSED**

ENG 6: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Public Works Dept.

**COMMENT CLOSED**

ENG 7: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk or other County infrastructure damaged during construction.

**COMMENT CLOSED**

ENG8: LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS Section 9-01-03-14:

All construction projects shall reduce drainage impacts to the maximum extent practicable

**COMMENT CLOSED**

ENG9: Per CDOT requirements, developer is required to provide an access easement for the properties to the North of the site.

**COMMENT CLOSED**

## **COMMENTING DIVISION: ENVIRONMENTAL**

**NAME OF REVIEWER: MEGAN GRANT**

ENV1: Please provide documentation/communication on the required continued/next steps and necessary extensions (if they are warranted at this time) for the voluntary cleanup plan (submitted on behalf of Pacific North Enterprises and approved by CDPHE [detailed in letter dated Dec 23, 2021]), when available.

**Response: The existing VCUP has been extended by CDPHE by 2 years, until December 23, 2025. A copy of the extension email has been included with the resubmittal.**

## **COMMENTING DIVISION: ROW REVIEW**

**NAME OF REVIEWER: DAVID DITTMER**

PUD COMMENTS:

ROW1: Revise the notary affirmation. This is not a plat and you aren't dedicating anything. Believe it should read: THE FOREGOING OWNERSHIP CERTIFICATE

**Response: This has been updated.**

ROW2: Provide a copy of a recorded SOA for Michael Christensen to verify signatory capabilities.

**Response: A copy of the Certificate of Formation forming the Clear Creek entity has been provided with the resubmittal.**

ROW3: No Red ink at revisions

**Response: Comment noted.**

FINAL PLAT COMMENTS:

ROW1: Revise the dedication statement to read; Lots, Blocks, Tracts, Easements and Streets

**Response: This has been updated.**

ROW2: Add execution date information above ownership signature and remove at the Signatory's signature line.

**Response: This has been updated.**



ROW3: Provide the title of the lien holder with the finance company and add this into the notary affirmation.

**Response: Noted, title has been included with resubmittal.**

ROW4: Remove the Address reference Sheet 2. This is the address of the parent parcel and will be revised.

**Response: Noted, this has been removed.**

ROW5: Remove all statements regarding Crestview Water's easements and revise to: TO BE DEDICATED BY SEPARATE INSTRUMENT. Do not leave a blank for recording (All pages affected)

**Response: Noted, this has been updated.**

ROW6: Revise all road names as provided for addressing. This will affect the PUD and Plat

**Response: Street names have been updated.**

ROW7: Provide an address sheet with the addressing of the individual lots.

**Response: Address sheet included.**

## **COMMENTING DIVISION: DENVER WATER**

**NAME OF REVIEWER: ANA SEIGLE**

Thank you for sending the Adams County site plan. Crestview Water District may have already reviewed it, however, Crestview is a Master Meter District, they should be first to review. Denver Water has had several meetings with the Development and also Crestview, but no official DW submittal for review yet.

I have requested Property, Hydraulics and Distribution Engineering to provide comments and should have these by Friday 11/3/23.

**Response: Comment noted.**



## NEIGHBOR COMMENTS

### Greg Barnes

**From:** Todd Smith <todd.smith@rrengineers.com>  
**Sent:** Monday, November 13, 2023 8:11 AM  
**To:** Greg Barnes  
**Subject:** PUD2023-00020, Clear Creek Transit Village Amendment No. 1 Amendment = Request for Comments

You don't often get email from todd.smith@rrengineers.com. [Learn why this is important](#)

Please be cautious: This email was sent from outside Adams County

Mr. Barnes,

My wife and I have received the November 2, 2023 request for comments at our home as we're within easy site and the added traffic distance of this project—about 1,000-feet north.

1. We are in favor of the reduction in heights and 189 fewer units.
2. PA-3 notes 2-stories on the north and 5-stories on the south, but doesn't show how it steps from 2 to 5. Is this a gradual, appropriate 2-3-4-5 spread evenly across the distance or does it jump from 2 to 5?
3. Has anyone done a shade study (more and more common in Colorado) on how the 7-story PA-5 will shade the central park (PA-4) 4-5 months of the year causing ice and snow to linger much longer than typical for most areas of Adams County? Maybe PA-5 needs to also step down to the north to allow sun into the park?

Thank you for keeping us informed.

**Todd Smith, PhD, PE, LEED AP**  
Executive Vice President

R&R Engineers-Surveyors, Inc.  
1635 W. 13<sup>th</sup> Ave, Suite 310  
Denver, CO 80204  
**D:** 720.390.5523  
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**O:** 303.753.6730

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Response:

1. Comment noted.
2. On sheet 11 of the FDP, a line within Planning Area 3 indicates the height delineation between 2 and 5 story portions of the building. This line indicates a stepping of the allowed building heights and does not provide a gradual building height increase. Heights within this Planning Area were approved with the 2015 PDP and no height modifications have been proposed for this planning area with this application.
3. Comment noted. The plan for the park and open spaces includes a robust maintenance plan to remove snow and ice after storm events to ensure sidewalks and streets are free from snow.



**Greg Barnes**

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**From:** Thomas Stevens <tomstevens1@me.com>  
**Sent:** Monday, November 13, 2023 4:29 PM  
**To:** Greg Barnes  
**Cc:** Eva Henry  
**Subject:** 0182508208001 and 01825082081104

[You don't often get email from tomstevens1@me.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Please be cautious: This email was sent from outside Adams County

Hello Mr. Barnes and Mr. Mahar:

Thank you for sending out the most recent effort to put "lipstick on a pig" at 6001 Federal Blvd.

This is still just an attempt to put too many people in too small a property with zero amenities and no consideration of the traffic effects on the immediate area of Federal BLVD and the surrounding communities. Groceries, medical service, and access to the RTD are all without ready access except by crossing Federal Blvd which is very busy in that area or using 64th to access Sheridan. The impact of that many homes with is not without its problems. None of those problems are addressed in their proposal. The notion that somehow the issues of excess population piled into this relatively small space with the remaining area on the property available for further expansion of more condensed housing is non-sensical and deceptive.

Correct me if I'm am wrong, but I count:  
20 times 2 stories of apartments Total 40

28 times 6 stories of apartments Total 128  
12 times 6 stories of apartments Total 72  
12 times 5 stories of apartments Total 60  
12 times 7 stories of apartments Total 84  
12 times 7 stories of apartments Total 84  
12 times 7 stories of apartments Total 84  
8 times 3 stories of apartments Total 24

For a total of 576 single story apartments which works out to at least 1,200 people in the first phase and probably 1,000 cars accessing Federal during rush hours from that one access point.

Seems to me you are trying to pack them in like New York City sardines or probably creating high rise ghettos like the ones that failed in the 1950's and were blown up.

In order to agree to something like this you must think the recipients of your missive to be moron's!

Not a moron,

Tom Stevens

Response: Thank you for your comments. This proposal has gone through significant review by Adams County and associated referral agencies. This proposal meets requirements as set forth in the Adams County Development and the developer is working with the County, CDOT, and other associated entities to provide necessary and required infrastructure improvements.



## **LUMEN COMMENTS**

Qwest Corporation d/b/a CENTURYLINK, QC ("CenturyLink") has reviewed the request for the development and has determined there are no CenturyLink facilities within the subject area as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference. It is the intent and understanding of CenturyLink that this development shall not reduce our rights to any easements or rights we have on this site or in the area. This No objection response is submitted WITH THE STIPULATION that IF CenturyLink facilities are found and/or damaged within the area as described, the Applicant will bear the cost of relocation and /or repair of said facilities.

**Response: Comment noted. Thank you for the review.**

## **CDOT COMMENTS**

### **DRAINAGE COMMENTS:**

JK 09 29 2022. No comments on Revision 12.

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

JK 06 01 2021. No comments on Revision 7.

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

JK 01 05 2021. No further comments at this time.

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

JK 12 17 2018. The drainage design for this proposed project appears to be acceptable. Storm runoff from the project is proposed to outfall into two extended detention basins and a rain garden; each outfalling into Clear Creek.

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

### Environmental Comments:

~~Needed: We did not see landscape plans in the document. Please have the applicant provide landscape plans along Federal Blvd for our review. \*Any new or changes to existing landscaping within CDOT ROW must be reviewed and approved by CDOT. Landscaping plans should be submitted and should include details of all proposed plant species and seed mixes/ratios.\*~~

**Response: This comment has strikethrough text and predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

~~For ANY ground disturbance/work within CDOT ROW---~~

~~Required:~~

~~Arch/History/Paleo:~~

~~Since this is a permit, a file search for Arch and History is required. If the file search identifies anything, a more extensive report will be required. If nothing is identified, then the file search should be sufficient. For the file search contact:~~

~~Cultural/History File Search: <http://www.historycolorado.org/oahp/file-search>~~

~~email: [hc\\_filesearch@state.co.us](mailto:hc_filesearch@state.co.us)~~

~~Paleo File Search: <https://www.colorado.edu/cumuseum/research-collections/paleontology/policies-procedure-and>~~

~~<https://www.dnms.org/science/earth-sciences/earth-sciences-collections/>~~

**Response: This comment has strikethrough text and predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

*The ECIS will be used to support HazMat requirements.*

*Non-historic 4f does not apply.*

If any non-historic 6f properties will be impacted or disturbed applicant shall coordinate with Veronica McCall

[veronica.mccall@state.co.us](mailto:veronica.mccall@state.co.us)

**Response: Non non-historic 6f properties will be impacted or disturbed.**





Info for Applicant/Contractor:

The Permittee shall complete a stormwater management plan (SWMP) which must be prepared with good engineering, hydrologic, and pollution control practices and include at a minimum the following components: qualified stormwater manager; spill prevention and response plan; materials handling; potential sources of pollution; implementation of control measures; site description; and site map.

In addition, the Permittee shall comply with all local/state/federal regulations and obtain all necessary permits. Permittee shall comply with CDOT's MS4 Permit. When working within a local MS4 jurisdictional boundary, the permittee shall obtain concurrence from the local MS4 that the local MS4 will provide construction stormwater oversight. The local MS4 concurrence documentation shall be retained with the SWMP.

**Response: A stormwater management plan (SWMP) has been provided with this submittal. The SWMP follows the Adams County format and will follow all local/state/federal regulations and currently holds the applicable County and CDPHE stormwater permits. Please reference CSI2020-00011 for the Adams County Permit for grading activities only (this permit will be updated/modified to include utility/roadway construction). Please refer to permit number COR409218 for the active CDPHE stormwater permit.**

Clear Zone: It is the responsibility of the engineer/architect who stamps the plans to ensure that: any new landscaping/trees are outside of the clear zones for any State Highway/CDOT ROW and that the new landscaping/trees do not interfere with site lines from any State Highway/CDOT ROW.

**Response: The clear zone is 24" and it has been confirmed that there are not any trees or other tall landscaping within this area. A sight distance exhibit has also been provided showing sight distance triangles.**

~~6/22/2022: When landscaping plans are completed we will need a copy to review.~~

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals. We understand that a CDOT permit must be granted at a later date for landscape and installation within CDOT right-of-way.**

5/2/2023: Landscape plans approved.

**Response: Response: Comment noted and thank you for reviewing. County Planning staff requested that the landscape plans will not be part of the final FDP document. They requested that they are submitted at time of building permit submittal. In the future, we understand that an agreement will be required for plantings within the CDOT right-of-way.**

The applicant, consultant and contractors shall follow all guidelines/requirements as defined in the ECIS (Environmental Clearance Information Summary) form to be provided by the CDOT Permit's Office.

**Response: Clear Creek Transit Village will follow all guidelines/requirements as defined in the ECIS (Environmental Clearance Information Summary) form, as provided by the CDOT Permit's Office.**

Nothing additional is needed for environmental.

**Response: Comment noted. Thank you.**

## **TRAFFIC COMMENTS:**

Comments from CDOT Region 1 Traffic & Safety (11/29/23):

It appears that land use densities and possibly the land uses themselves have been modified with the recent revisions. However, a revised Traffic Impact Study was not provided that shows the impacts. Will the TIS be updated?

It also appears that our previous comments regarding roadway plans with signing, striping, and curb ramp details have not been addressed. The response to comments document indicates these were to be included with the civil construction documents in July/August 2023, but I don't see them in the most recent submittal.

END 11/29/23 EB

**Response: The land use changes have been minimal and have not impacted the assumptions in the original TIS. The TIS assumed 937 total residential units (141 townhomes, 796 condo style units) and 27,000 sf of retail/restaurant/commercial**



while the updated plan has 936 total residential units (140 townhomes, 796 condo units) and 27,000 sf retail/restaurant/commercial.

Jason Igo 5/1/2023

Didn't have roadway plans. Previous comments should not affect the Plat. Will want to see the curb ramps addressed in future plans.

**Response: This comment appears to have been resolved with prior submittals. Directional curb ramps are shown in the plans.**

Jason Igo 9/6/2022

Only see response to comments. Will need to see updated plans with the directional ramps and signing and striping plans.

**Response: This comment appears to have been resolved with prior submittals. Directional curb ramps are shown in the plans.**

Jason Igo 6/29/2022

Curb ramps at 60th Pl and Federal should be directional ramps instead of diagonal curb ramps.  
Curb ramps at Clear Creek Ave and Federal should be directional ramps and only go north south.  
Signing and striping sheets need to be included in next submittal.

**Response: This comment appears to have been resolved with prior submittals. Directional curb ramps are shown in the plans.**

JAI6/11/2021

~~Have no further comments on the TIS.~~

~~Before we install the signal CDOT needs to see the Warrant analysis. This is in the TIS but worth mentioning. CDOT likes to do the all signal work together that way if something was not done right or something happens to make the underground work unfunctional it doesn't have to get ripped out.~~

**Response: This comment has strikethrough text and predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

~~Previous comments were not addressed with new submittal.~~

JAI 3-9-2021

**Response: This comment has strikethrough text and predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

JAI 3-9-2021

~~The analysis shows that 64th is having an issue for the eastbound and westbound movement but north and southbound are operating really well. Please adjust Federal timing to help out 64th. This will effect progression analysis.~~

~~They need at least one deceleration right turn lane. They have almost 200 vehicles making a right turn into the development. It is split between the two entrances but it still 200 vehicles. That is roughly 20% the capacity of that lane is people making that right turn. That will significantly slow the traffic down. Safety wise it is also a concern. Rear ends is the highest amount of accidents in this area. This development will likely increase those number and adding the right turn lanes should help provide that safety.~~

~~I do agree with the bridge it would be hard to have a true acceleration lane and it is okay to not put one in. The left turn lane being shorter than the code is also okay. It looks like it is mostly maxed out and the queue analysis shows that there should be enough length.~~

**Response: This comment has strikethrough text and predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

JAI 1-19-2021



Provide documentation that the percentage for the passerby trips is correct.

From the analysis it looks like it would require a SB right turn deceleration lane at the north intersection. The access exhibit shows a proposed signal at the north access. We will need a traffic study if this is still the case. It will need to include the signals at I-76, 60th, and 64th and the progression of the signals. This has less than a half mile spacing for that reason is not preferred by CDOT traffic.

The left turn medians are built and suggest not changing them unless the traffic study shows that we need too. Not enough information in the trip generation to tell.

**Response:** This comment has strikethrough text and predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.

### RIGHT OF WAY COMMENTS:

Daley Comment and Revision 2-14-22: The 20' dedication to CDOT should be transferred by deed to CDOT. Change Remove all labels for CDOT dedication on plats to reflect dedication to municipality by plat. show recording information of executed dedication deed.

**Response:** This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.

Daley Comment 2-14-22: Remove "CDOT" labels on all ROW dedication notes shown on plat.

**Response:** This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.

Daley Comment 4-14-22: Remove "CDOT" labels on all ROW dedication notes shown on the preliminary plat. CDOT does not accept ROW dedications by plat, so remove reference to dedicated ROW "to CDOT". The dedications by plat should be to the local agency, then the tracts/dedications can be deeded to CDOT where appropriate by deed at a later date.

**Response:** This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.

AC I have added Penny Clemons as Property Management is not involved with receiving property. Either this needs to be deeded directly to CDOT and indicated as being deeded to CDOT or dedicated via plat to the local agency and then local agency would deed to CDOT. Penny will need the legal descriptions of what will be deeded to CDOT for review.

**Response:** This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.

MJO (8/24/2022) - it apperas based on the response submitted that revised plat is available for review - please provide so we can review changes accordingly

**Response:** This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.

MJO 9/13/2022 - Please remove CDOT Reference on Page 3 of Clera Creek Transit Village Preliminary Plat

**Response:** This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.

MJO - 4/24/2023 - Final Plat shows 20' ROW Dedication on west side of Federal to Adams County (Pages 3 and 4 of 15) - this is fine for the Final Plat, once the final plat is recorded, if the County Decides to transfer the 20' Strip on the west side of Federal to CDOT it needs to contact Penny Clemons and provide a legal description of the tract and an exhibit with an aerial underlay showing the tract. Penny will route through Survey and Environmental for Concurrence and then once everything is approved, a Deed will need to be recorded transferring the property to CDOT, we prefer General Warranty Deed.

**Response:** Comment acknowledged. Plat will dedicate ROW to Adams County and Adams County will handle the transfer directly with CDOT.



MJO 11/1/2023 - This is a 20' wide strip on the west side of Federal at 6001 N Federal, the dedication statement looks like it does not mention CDOT, so it would be going to Adams County I believe, then after the dedication on the PLat come from Adams County to CDOT

I do not know if this falls within the 23780 Project Limits

The ROW Plans do not show the existing 15' wide drainage easement that must have come along after in 1995. The 15' Wide Drainage easement is shown in the same area as the 20' wide ROW Easement, is this arrow in correct location or does the 20' dedication come subject to the existing Drainage easement.

Why is the drainage easement not shown on the Plat page 16 of 16 and

Page 9 of final plat is the 20' wide sewer easement also in the same location as the 20' ROW

**Response: Comment acknowledged. Existing easements and utilities within the proposed ROW are to remain in place.**

JAD 11/2/23 - This does fall within the 23780 project but does not have any proposed acquisitions in this property, at this time. I concur with John's comments about the existing 20' easement overlaying/subject to the proposed dedication.

**Response: Comment acknowledged. Existing easements and utilities within the proposed ROW are to remain in place.**

#### **RESIDENT ENGINEER COMMENTS:**

11/14/23 AMP - the aforementioned CDOT Federal Boulevard resurfacing project has been delayed by one year. Construction will begin in 2025.

**Response: Comment noted. Thank you for the information.**

8/30/22 - AMP - FYI, a CDOT asphalt resurfacing project on Federal Boulevard is scheduled to begin construction in early 2024 and will include ADA curb ramp upgrades.

**Response: This comment is informational and has been updated above. Again, thank you for the information.**

6/23/22 - AMP - Federal Boulevard (US-287) widening design shall conform to the latest CDOT M&S Standard Drawings for all elements (curb & gutter, etc.)

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals. The current submittal conforms with CDOT M&S standards.**

2/18/2022 - AMP - When is developer construction anticipated to begin along Federal Boulevard? A CDOT asphalt resurfacing and curb ramp project is scheduled for 2023-2024 in this area. The proposed sidewalk along Federal shall be minimum 8 ft wide to meet the standard for bicycle use. A greater width should be considered for designation as a Shared-Use-Path in consideration of the increased pedestrian traffic to/from the RTD station. -AP

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

12/5/18 - CDOT project SHE 2873-167 (19191) installed raised median islands with lighting along Federal in 2015. The exhibits provided in Sharepoint pre-date this work, and need to be updated, although the left turn location into the development appears to match. -AP

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

#### **PERMITS COMMENTS:**

11-13-23 Please see Steve Loeffler's previous comment about the need for State Highway Access Permit. AE 11-13-23

**Response: State Highway Access Permit applications have been provided with this submittal, along with closure requests for the existing driveways.**

4-26-23 Access permits will be required for the closing of any existing accesses/curb cuts. AE 4-26-23



**Response: State Highway Access Permit applications have been provided with this submittal, along with closure requests for the existing driveways**

6-17-2021 The Right-of-Way dedication will need to be coordinated with CDOT Property management. Please reach out to Steve Loeffler for a contact if you do not already have one.

--Steve Loeffler, 6-17-2021

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

1-14-21 Previous comments regarding the need for State Highway Access Permits still apply. Access will be given per the State Highway Access Code and any required turn lanes will be to CDOT requirements.

--Steve Loeffler, 1-14-2021

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

Previous comments (below) regarding the need for State Highway Access Permits still apply. Previous access permits for this development have expired. We still need to review a Traffic Impact Study for this development.

--11-20-19, Steve Loeffler

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

-State Highway Access Permits will be required for access to Federal Blvd. (State Highway 287). Separate application will be needed for W. 60th Place and Clear Creek Avenue. Contact for those permits is Steve Loeffler who can be reached at 303-757-9891 or steven.loeffler@state.co.us

**Response: State Highway Access Permit applications have been provided with this submittal, along with closure requests for the existing driveways**

-We will want to review a traffic study for this development that includes a turn lane analysis per the State of Colorado Access Code. If auxiliary lanes do not meet standards per the code a waiver will be required.

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

-Due to the proximity of this development to State Highway 287 we will want to review the drainage study to insure there will be no negative impact from this development.

**Response: A drainage study is provided with this submittal**

-Any signing for this development that will be visible to State Highway 287 must be on-premise in nature and only advertise goods or services that are available on that property and must comply with any other applicable rules governing outdoor advertising in Colorado per 2 CCR 601-3.

--Steve Loeffler 10-17-18

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

All curb ramps shall meet CDOT M&S Standards. Survey, utility work, and landscaping will require a CDOT Special use permit. Tanisha Alford 10-29-18

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals. Directional curb ramps meeting CDOT requirements are provided in this submittal.**

No comments at this time 12-29-20 TA 3-3-21 4-2-21 6-10-21

**Response: N/A**

CDOT Does not give easements utilities are allowed in the right of way by permit only. TA 6-1-21

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals. Additionally, no ROW is being dedicated to CDOT as a part of this project.**

Permittee must capture the pothole, manhole/handhole and casing locations together with any roadway patch data which must be documented with pictures, size, type and facility location and owner of facility together with pothole



depth through use of the following: contractors must download PointMan on a mobile device and request access to the system through an email – [cdotpointman@gmail.com](mailto:cdotpointman@gmail.com). Instructions can be found online at:

<https://www.youtube.com/watch?v=X-tMvnK7vZw>. New installation of utilities within CDOT Rights of Way or property requires the PointMan mobile app to be used to capture as built data (please add this information in your general notes). Here is the link to that information. [https://drive.google.com/file/d/1d8EKMrRY29XtMzJdUMYqGt\\_Tg5-MZ3qN/view?usp=sharing](https://drive.google.com/file/d/1d8EKMrRY29XtMzJdUMYqGt_Tg5-MZ3qN/view?usp=sharing). TA 2-18-22

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals. The information for PointMan has been added to the general notes as requested.**

No comments TA 4-18-22

**Response: N/A**

The curb ramps have not been update to meet CDOT Standards. Curb ramps need to be directional and not point towards traffic. TA 12-14-18, 9-6-22

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

Water and Sewer lines must be a minium of 54 inches. Squeegee as a bedding material is not allowed. TA 4-26-23

**Response: Two connections to the watermain in Federal are currently proposed, along with a fire hydrant, but no other utilities are proposed. The project team has coordinated closely with the project team designing the new water main in Federal to ensure our designs are aligned.**

BTS-11/7/2019- I have no comments at this time on the preliminary Plat.

**Response: N/A**

BTS-3-31-2021- I have no comments at this time.

**Response: N/A**

BTS-7-6-2022-They need at least one deceleration right turn lane. Jason made that comment so we will want to see that fourth built. The engineer said that the decel was not required. However, the traffic engineer will require one 9/2/22 TR

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

#### **MATERIALS COMMENTS:**

9/2/22 TR

No materials comments regarding the preliminary plat. I look forward to reviewing construction plans in the future.

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

TR 6/27/22

- Please add MP of Federal BLVD to the title sheet of the construction plans. (APPX MP 287.2-287.5 of US 287C)
- More detail for Federal BLVD is needed in the construction plans. A typical section of Federal BLVD will be needed to show where saw cuts will be made and widths of pavement widening for the deceleration lane. Joints need to be kept within 6" to 12" of lane lines.
- Have any soils or pavement investigation been completed for the widening on Federal BLVD?
- If the project will be adding new asphalt pavement (turn lane/shoulder, etc.) a geotechnical exploration will be required. In the area of the proposed new pavement, geotechnical borings should be spaced no further than 500 feet apart. Assuming that the final grade is within 2 feet of the existing grade, borings should be drilled to a depth of 10 feet. Soil samples should be tested in the laboratory. Laboratory testing should include classification tests, swell consolidation tests, and chemistry tests, in accordance with the CDOT's M-E Pavement Design Manual, 2021. Pavement boring locations, soil survey sampling methods, and test requirements are all described in Chapter 4 of CDOT's Design Manual.
- Typically, when adding a lane or shoulder to a State Highway, we match the existing pavement section, unless it is significantly under designed. Therefore, in addition to the geotechnical borings in the area of the new pavement, we require that pavement cores/borings be performed through the existing pavement to determine



the thickness of the existing asphalt pavement, the type and thickness of the existing base course, and to determine if there is any special subgrade treatment below the base course. The computer program Pavement ME Design (PMED) should be run to determine if the existing pavement section is adequate for the new lane. If the existing pavement section is significantly under designed, PMED should also be run to determine an adequate pavement section, per CDOT's 2021 M-E Pavement Design Manual. The report should include the results of the field and laboratory testing, subgrade preparation recommendations, a recommendation for the concrete Class based on severity of sulfate exposure, and the results of PMED. Pavement recommendations based on the results of PMED should also be included.

- For the typical section of US-287, please show the proposed pavement section, existing pavement section, and the subbase. Please include a lift detail that shows the number of lifts (with appropriate hatching, the thickness of each lift, and the type of asphalt.)  
(Grading)(Gyrations)(PG\_\_ - \_\_).
- Please add the following general notes:
  - ANY WORK WITHIN THE CDOT RIGHT-OF-WAY MUST BE PERFORMED ACCORDING TO THE STANDARDS SET FORTH IN THE LATEST EDITIONS OF THE STANDARD PLANS, M&S STANDARDS, CDOT COLORADO HIGHWAY SPECIFICATIONS, AND ANY NEW AND REVISED STANDARDS AND SPECIFICATIONS. MOREOVER, ANY SUCH WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE PROJECT SPECIAL PROVISIONS AND STANDARD SPECIAL PROVISIONS.
  - THIS PROJECT IS NOT SUBJECT TO INCENTIVE/DISINCENTIV PAYMENTS FOR ASPHALT PAVEMENT OR CONCRETE PAVEMENT.
  - PAVEMENT SMOOTHNESS SHALL BE EVALUATED PER SECTION 105.07(a) 2 OF THE 2021 CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
  - ALL COMPACTION WITHIN THE SH-287 PAVEMENT PRISM AND WITHIN CDOT ROW SHALL BE PER SECTION 203 OF THE 2021 CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
  - WHERE IS IT REQUIRED TO CUT EXISTING PAVEMENT MATERIAL, THE CUTTING SHALL BE DONE TO A NEAT WORK LINE, FULL DEPTH WITH A PAVEMENT CUTTING SAW.
  - A TACK COAT IS REQUIRED BETWEEN LAYERS OF BITUMINIOUS PAVEMENT. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED ASPHALT AND 1 PART WATER. RATES OF APPLICATION SHALL BE 0.10 GAL/SQ. YD. (DILUTED) OR AS DETERMINED BY THE ENGINEER AT THE TIME OF APPLICATION.
  - ANY LAYER OF BITUMINIOUS PAVEMENT THAT IS TO HAVE A SUCCEEDING LAYER PLACED THERON SHALL BE COMPLETED FULL WIDTH BEFORE A SUCCEEDING LAYER IS PLACED.
  - RECLAIMED ASPHALT PAVEMENT (RAP), ASPHALT MILLINGS, OR ASPHALT IN ANY FORM WHATSOEVER SHALL NOT BE SUBSTITUTED FOR OR USED IN AGGREGATE BASE COURSE (CLASS 6).
  - ASPHALT LONGITUDINAL JOINTS SHALL BE CONSTRUCTED 6 TO 12 INCHES FROM CENTERLINES, LANE LINES, AND OUTSIDE EDGE OF TRAVEL LANES, SUCH THAT LONGITUDINAL JOINTS ARE NOT LOCATED IN THE WHEEL PATHS.

**Response: These comments predate the CCTV FDP and Final Plat application but have been verified and included with this submittal. Geotechnical information has been ordered and the requested pavement section information will be provided ahead of final approvals.**

Other Comments:

I am still unclear of the scope of public improvements to be located in existing & proposed CDOT RoW that the County is asking of the developer. With the permit application, please include the site plan or whatever County approved plan that illustrates the scope of improvements to be placed & located within SH 287. That might include the center median? Crosswalks? Street lights? A cross section of 287 would be helpful, and illustrate where the (above & below ground) Utilities are planned, since SUE documentation/Pointman will be required with the construction documents. Separate Utility permits may be necessary as previously advised. RS 09-13-22

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals. Please let us know if there are still questions after reviewing the most current plans.**

Unclear how or what kind of response is appropriate for this letter? My previous remarks from July 6 remain unchanged.  
- RS 08-25-22

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**



No additional remarks on these plans. The private street design waiver is not a CDOT issue. However, if there are design waivers along SH 287 from our Access code, I may have additional remarks on the respective Access permit application. We anticipate there may need to be multiple utility permits for work in CDOT RoW to be in adherence to the Utility Accommodation Code. - RS 07-06-22

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

~~I have no further comments on the preliminary plat or site plan at this time. However, I do not know how my previous concerns of the various notes on the Preliminary Plat stating easements "....in favor of...." will apply considering our Utility Accommodation Code & ROW dedications.~~

~~I will examine & offer remarks on the Access permit applications, materials & plans that will be required to accompany such permit applications. Same for the potential likely utility permits for work in CDOT RoW to be in adherence to the Utility Accommodation Code. - RS 04-19-22~~

**Response: This comment has strikethrough text and predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

Remaining issues- comments on Plat:

- I am still unclear what is meant / implied by the notes on the plan relative to existing easements "in favor of". The State Utility Accommodation Code has standards and rules for the locates both above and below ground and documentation for that which is inside CDOT RoW.
- New RoW needs to be dedicated to the County who in-turn will deed it to CDOT. The notes on the plat are not correctly written.
- Clarify the scope of public improvements to be located in CDOT RoW for the "Transit Village" such as sidewalks, landscaping, street lights, etc. Are there any conflicts with these public improvements sharing the easements shown? Usually there is a SIA that is referenced by note on the plat indicating what is going in initially and that which is deferred (escrowed) for later. All work in CDOT RoW is by permit.
- Noted that Tracts C is to be private and Tract B is to be public. This has bearing on the access permits and matters of maintenance.
- There was no detail provided on the preliminary plat for tract C - that might show a flared end at the point of access to SH 287.
- See red line

- RS 02-14-22

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

Please do not send +420 sheets in one packet to review. It is not user friendly, or easy to navigate. Separate files with appropriate names is far more efficient and preferred. At this time, CDOT staff is devising a strategy & process for accommodating Utilities in the RoW. Instructions and comments will be forthcoming-separately. It may be necessary to add a note and or notations on the subdivision plat.

RS -06-22-21

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

Previous comment was stated as "Noted" re: utility easement in RoW. Such utility easements should be removed / relocated and replaced by ROW. Thus, the utility accommodation code will apply. I did not see from the materials provided if/how my red-line remarks were addressed.

Whereby the access code allows only 1 access per private property, the north access should be a dedicated public treet. Did not see the easement allowing the future connection to the north property when it redevelops. (two accesses to one property does not qualify for a design waiver)

RS 03-25-2021

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

See red-lines. Do not create easements in land to be dedicated as CDOT RoW. second remark from 10-31-20 has not been addressed

RS 12-28-2020





**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

Previous comments remain valid. In addition, the Site Plan & Preliminary Plat should show a cross-property access aligned with the 16-ft Public Alley to the north, thereby allowing a shared full-turn movement on 60th Place which could align with the existing center median curb cut on Federal. CDOT does not support proliferation of accesses on Federal but a net reduction. Site plan needs to show the center median on Federal, including the full length of the auxiliary (left) turn lanes.

As previously ID, Federal Blvd is an NR-A highway classification. Only 1 access is allowed per code (section 3.10). Please instruct the developer to show that 2 access permits have been issued for this property. The proposed southernmost access does not meet spacing requirements and should be eliminated. A TIS will be required with the Permit applications to identify DHV at the point of access.

RS 10-31-19

**Response: This comment predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

~~New access permits will be required. Existing accesses will need to be closed also by permit. Replacement curb & gutter should match existing. Anticipate new ADA ramps per CDOT standards. This segment of Federal Blvd (SH 287) is classified as NR-A for access spacing.~~

~~The TIS required to accompany the access permit should include the analysis of all 3 criteria as outlined in the access code 3.10 (3). If 60<sup>th</sup> Place as a full movement access is also to be considered for signalization, the assessment for proper signal progression must examine the up & downstream signalized intersections.~~

~~Noting that a TOD/MU land use is proposed based on the site's proximity to the Federal Blvd. commuter rail station, we ask that the PUD address how both pedestrians, residents and other multi-modal travelers will find a safe passage of access to and from the station located across SH 287. We noted that the sidewalk on the west side of the SH 287 bridge is substandard, and non-existent on the east side. There is no alternative separate stream crossing. Adams County would be advised to have this developer address those off-site needs for optimal accessibility and list those under "p.35" Developer Commitments as well as the SIA (sheets 4 & 5 of 22). CDOT would not be supportive of a mid-block unprotected crosswalk at the proposed Clear Creek Avenue. Any work within SH 287 is by a separate permit.~~

~~This pedestrian component will likely have an affect on the signal progression assessment outlined above from access code 3.10 and needs to be part of the TIS analysis. The TIS should also address if additional auxiliary lanes will be warranted on SH 287, and if sufficient RoW exist to accommodate. If not, the forthcoming Plat may need to show additional dedication.~~

~~RS 10-22-18~~

**Response: This comment has strikethrough text and predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

~~Please resubmit. Please include a letter that describes how the issues raised above (10-22-18) have been addressed. Please explain how pedestrians safely access this transit village, from the rail station and vice versa. Please include a map that may show the off-site public improvements, particularly those that may need to be in CDOT RoW. There should be a ped crossing of the creek and highway involved, neither are appropriately addressed.~~

~~RS 12-17-18~~

**Response: This comment has strikethrough text and predates the CCTV FDP and Final Plat application and has been addressed with earlier submittals.**

*-End of response to comments-*

# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



NORRIS-DESIGN.COM

## PROJECT TEAM

LAND OWNER / APPLICANT

**CLEAR CREEK DEVELOPMENT, LLC**  
14034 S 145 E STE 301  
DRAPER, UT 84020-5756  
CONTACT: MICHAEL CHRISTENSEN  
(801) 809-9294

ENGINEER

**KIMLEY-HORN**  
3801 AUTOMATION WAY, SUITE 210  
FORT COLLINS, CO 80525  
CONTACT: ANDY REESE  
(970) 852-6858

PLANNER / LANDSCAPE ARCHITECT

**NORRIS DESIGN**  
1101 BANNOCK STREET  
DENVER, CO 80204  
CONTACT: BILL MAHAR / JARED CARLON  
(303) 892-1166

ARCHITECT

**GODDEN SUDIK ARCHITECTS**  
5975 S QUEBEC ST  
CENTENNIAL, CO 80111  
CONTACT: ALEX DURAN  
(303) 455-4437

TRAFFIC ENGINEER

**FOX TUTTLE TRANSPORTATION GROUP**  
1624 MARKET ST SUITE 202  
DENVER, CO 80202  
CONTACT: STEVE TUTTLE  
(303) 652-3571

## VICINITY MAP

SCALE: NTS



## SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	COVER
2	PROJECT NARRATIVE
3	PROJECT NARRATIVE
4	DS-ARCH-1
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6	DS-LA-1
7	DS-LA-2
8	OVERALL PLAN
9	PA-1
10	PA-2
11	PA-3
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13	PA-5
14	PA-6
15	PA-7
16	PA-8
17	PA-9
18	OPEN SPACE & ACTIVE RECREATION PLAN
19	ACTIVE RECREATION CONCEPTS
20	PLACEMAKING, CIRCULATION, & SIGNAGE PLAN
21	FENCE & BUFFER PLAN
22	STREETSCAPE TREE PLAN
23	POTENTIAL PLANT SCHEDULE

## LEGAL DESCRIPTION

BRANNAN'S SUBDIVISION FILING NO.2 REC. NO B1247454 LOT 2 BLOCK 1 & BRANNAN'S SUBDIVISION FILING NO. 1 REC. NO A020815 TRACT A.

## ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM

## BOARD OF COUNTY

### COMMISSIONERS APPROVAL

APPROVED BY ADAMS COUNTY BOARD OF COMMISSIONERS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_.

CHAIR

## ADDITIONS AND DELETIONS

THE FOLLOWING ADDITIONS AND DELETIONS IN THE PUD WERE MADE BY THE BOARD OF COUNTY COMMISSIONERS AT THE TIME OF APPROVAL.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CERTIFICATE OF OWNERSHIP

CLEAR CREEK DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR 6001 FEDERAL BLVD, DENVER, CO 80221, LOCATED IN THE COUNTY OF ADAMS, STATE OF COLORADO, HEREBY SUBMIT THIS FINAL DEVELOPMENT PLAN AND AGREES TO PERFORM UNDER THE TERMS NOTED HEREON.

FOR: CLEAR CREEK DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY;

BY: THISTLE CREEK QOF I, L.P., A DELAWARE LIMITED PARTNERSHIP, ITS MANAGING MEMBER;

BY: THISTLE CREEK QOF I GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: MICHAEL CHRISTENSEN, MANAGER DATE \_\_\_\_\_

## NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY MICHAEL CHRISTENSEN, MANAGER OF THISTLE CREEK QOF I GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, GENERAL PARTNER OF THISTLE CREEK QOF I, L.P., A DELAWARE LIMITED PARTNERSHIP, MANAGING MEMBER OF CLEAR CREEK DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL:

\_\_\_\_\_  
NOTARY PUBLIC MY COMMISSION EXPIRES \_\_\_\_\_

ADDRESS OF NOTARY: \_\_\_\_\_

## CERTIFICATE OF THE CLERK AND RECORDER

THIS FINAL DEVELOPMENT PLAN WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
COUNTY CLERK AND RECORDER

BY DEPUTY: \_\_\_\_\_

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNER'S NAME  
CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK QOF I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

NOT FOR  
CONSTRUCTION

DATE:  
FDP-01: 03/16/2023  
FDP-02: 07/07/2023  
FDP-03: 10/23/2023  
FDP-04: 02/08/2024

**DRAFT**

SHEET TITLE:  
COVER

# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO

## PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



NORRIS-DESIGN.COM

### NARRATIVE

#### A. Explanation of the Characteristics of the PUD and its Potential Impact on the Surrounding Area

The Clear Creek Transit Village (CCTV) is comprised of approximately 21.09 acres located near Clear Creek on the south and Federal Boulevard which borders the site on the east. Neighboring uses include a mix of commercial and industrial directly to the north, on the northwest are single family homes that reside beyond the body of water. Commercial and light-industrial uses exist across Federal Boulevard to the east and south. The western portion of the development is bordered by Lake Sangraco. CCTV is intended to tie the various uses of the area together into a dynamic, multi-use neighborhood, with access to transit, trails, and will result as a destination along Federal Boulevard.

CCTV is envisioned as a mixed-use, transit-oriented development (TOD) due to its proximity to the Clear Creek-Federal Station of RTD's G Line. The area is defined in Adams County's Clear Creek Valley TOD Plan as a "Mixed-Use Village Center." CCTV's access to the existing sidewalks and trails, as well as the planned pedestrian network strengthens and supports the walkability of the neighborhood. The site's location adjacent to the G Line commuter rail corridor and Clear Creek-Federal Station, the Clear Creek Trail, mix of land uses, proximity to downtown Denver and abundant outdoor recreation opportunities defines the character of Clear Creek Transit Village. About 25% of the site is within 1/4 of a mile of the Clear Creek-Federal Station and the entire site is within 1/2 mile of the station.

Key buildings in prominent locations will be designed to accommodate ground-floor commercial, which includes retail, office, and restaurants. Ground floor building space may also include residential uses. The upper stories of the buildings may accommodate residential and/or commercial uses, including but not limited to office space.

CCTV is comprised of 9 distinct Planning Areas (PAs). PAs 1, 2, 3 & 5 will be permitted to accommodate mixed-use development, including residential, commercial, and mixed-uses at various scales. PA-4 is intended to be developed as a public park and PAs 6-9 will be residential.

Clear Creek Transit Village will create high potential for spurring more development and redevelopment in the vicinity. This is because commuter rail stations are assets to their communities by offering residents an alternative or supplement to automotive transportation. Commuter rail stations also induce demand for commercial land uses due to increased exposure and thoroughfare. Ultimately, demand for property in and around the Clear Creek Valley is likely to accelerate as CCTV develops.

#### B. Expected Densities and Land Coverage - Number, Type, and Size of Buildings and Residential Units

For the entire site, the maximum total amount of permitted commercial and institutional uses, which include retail and office space, may be up to 250,000 square feet of net building area. A variety of residential uses may include condominiums, apartments, townhomes, and live/work dwelling units. The maximum total number of allowable residential dwelling units may be up to 936 units. The maximum density for residential uses may average up to 45 dwelling units per gross acre. The minimum gross residential density shall be no less than 5 dwelling units per acre.

#### C. Provisions for Parking

Off-street parking for multi-family and non-residential developments shall be designed to provide for the safe and convenient movement of vehicles, bicycles, and pedestrians to and from the site. Parking garages will be constructed within the mixed use area to accommodate those developments.

Parking ratios will be guided by industry standard shared parking practices. All streets within CCTV will accommodate short-term on-street parking as well as bicycle parking (in select areas).

Parking ratios for the development shall govern, except as otherwise provided in this FDP, as follows:

Use	Min Parking Ratio	Max Parking Ratios
Residential	1 spaces per unit	2 spaces per unit
Non-Res	2 spaces per 1,000 sq. ft.	8 spaces per 1,000 sq. ft.

Parking structures, surface parking, below-grade parking, and on-street parking adjacent to any PA may be utilized to satisfy the parking requirement for any permitted use in a PA. Parking for a PA may be located in a parking lot or structure near the use. On-street loading parking stalls for retail and multifamily are encouraged near entrances that accommodate each use.

On-street loading stalls for retail and multi family are encouraged near entrances that accommodate each use. Loading zones and stalls may occur in internal parking garages to access elevators, internal pedestrian corridors and other building entrances.

#### D. Circulation and Road Patterns

Due to the site being surrounded by bodies of water on three sides, the vehicular connectivity to and from the development can only occur on Federal Boulevard. The gridded street layout at CCTV is intended to optimize pedestrian and vehicular movement throughout the development and to Clear Creek. The main vehicular access to the site is planned to be a full movement signalized intersection at W 60th Court and Federal Boulevard. W 60th Ave and Federal Boulevard will be a non-signalized right-in right-out intersection to facilitate southbound Federal Boulevard traffic into and out of the development.

Pedestrian safety is a central element of the CCTV plan. The proposed streetscapes within the Mixed-Use Street Area include sidewalks wide enough to allow for pedestrian flow, with included curb bump-outs to provide additional safety and separation from vehicle right-of-way. Additionally, parallel parking exists throughout the site adjacent to drive lanes to allow for additional separation from the pedestrian space. Pedestrian connectivity is a hallmark of the CCTV neighborhood and the streetscapes, building forms and landscaping aims to create a comfortable and safe environment to encourage an active, walkable and aesthetically pleasing environment.

#### E. Ownership and Maintenance of Common Areas

Maintenance of common areas within the boundaries of the PAs will be performed by the owners and/or owner's association within the individual blocks. Common areas, such as sidewalks, various tracts and public open spaces, will be maintained by the Clear Creek Transit Metropolitan District No. 1 or a property owners association, with the exception of Tract B and T that will be exclusively maintained by a homeowners association.

#### F. Type, Location, and Examples of Monument Signs

Entry monumentation signage may be located at key locations along the Federal Blvd corridor. An additional hierarchy of signage may also include information, tenant and wayfinding signage. All signage will be within a complimentary family that reflects the architectural materials, colors, lighting, and scale of any adjacent buildings and/or surroundings. For examples of signage, see sheet 9.

#### G. Type and Allocation of All Uses Including Permitted Uses, Uses Permitted after Amendment to the PUD, and Prohibited Uses

The purpose of the CCTV PUD is to facilitate residential retail, office and service land uses to serve the needs of area residents while retaining versatility to accommodate future market conditions. The following uses are permitted uses in CCTV, subject to County subdivision and building permit review and approval.

##### 1.0 Residential Uses

- a. Multi-Family Dwelling
- b. Single-Family Dwelling
- c. Two-Family Dwelling

##### 2.0 Mixed-Uses

- a. Commercial-Residential Mixed-Uses Development

##### 3.0 Commercial Uses

- a. Commercial Retail
- b. Apparel and Accessory Stores
- c. Dry Cleaners
- d. Food Stores
- e. Furniture and Home Furnishings Stores
- f. General Merchandise Stores
- g. Legal Services
- h. Miscellaneous Retail Except Fuel Dealers
- i. Miscellaneous Services
- j. Convenience Retail Store
- k. Indoor Commercial Recreation/Entertainment
- l. Physical Fitness Facilities
- m. Hotels
- n. Banking and Other Credit Agencies (Offices Only)
- o. Business Services
- p. Commodity Brokers and Services
- q. Holding and Other Investments
- r. Insurance Carriers
- s. Medical Offices
- t. Real Estate
- u. Restaurant
- v. Services

#### H. Location and Types of Landscaping/Open Space and Maintenance Provisions

A variety of open space will be provided at CCTV that will include: streetscapes adjacent to buildings; a public park located in the center of the project; open space and a water quality pond adjacent to Clear Creek; and private internal amenities within or adjacent to building envelopes. These private amenity spaces may include courtyards, plazas, swimming pools, patios, and rooftop gardens.

The overall landscape concept for Clear Creek Transit Village is intended to emphasize the site's natural surroundings and proximity to Clear Creek and riparian habitat. Located immediately adjacent to and along the northern perimeter of the creek, the site is enhanced by the natural aesthetics, and by ample opportunity to connect to the Clear Creek Trail. The Federal Boulevard streetscape will contain formal tree plantings, low water use shrubs and groundcover plantings. This design will carry-through to internal streetscapes where ground floor retail or office uses are anticipated to create a decidedly urban context. These streetscapes will be maintained by the Clear Creek Transit Metropolitan District No. 1 or property owner's association.

The Village Green will serve as an outdoor living room for the entire community. A large turf play area is included, along with street trees, site furniture and other amenities typical to urban parks. Site furnishings will reflect colors and materials incorporated in surrounding architecture. The Village Green will be maintained by the Clear Creek Transit Metropolitan District No. 1 or property owner's association.

Residential areas of the development will feature sidewalks, turf, trees, shrubs, perennials, and groundcover plantings. Residential streetscapes will be maintained by the Clear Creek Transit Metropolitan District No. 1 or property owner's association.

The frontage near and along Clear Creek (Tracts R & S) will receive an "enhanced native" landscape treatment designed to complement and support the riparian environment. This landscape area will be maintained by the Clear Creek Transit Metropolitan District No. 1 or property owner's association, subject to discussion regarding open space maintenance responsibility with Adams County and the Hyland Hills Park and Recreation District.

The northern and western perimeter landscapes are designed to provide a buffer to adjacent residents. The northern edge (Tracts A & B), adjacent to the existing Aloha Beach landscape berm and fence easement, features closely spaced evergreen tree plantings designed to enhance the existing buffer. The western perimeter (Tract T) also features closely spaced evergreen tree plantings located along the western property line. Both the northern and western perimeter also feature a minimum six-foot-high metal fence.

The northern and western buffers lying outside the existing landscape easement will be maintained by the sub-association or vertical developer of the adjacent development parcels. The existing landscape easement at the northern perimeter will be maintained by the Aloha Beach Neighborhood Association as per the terms of the existing Landscape Berm and Fence Easement, (Book 4701, Page 983 - Adams County Clerk and Recorder).

Snow storage and removal will be the responsibility of the Metropolitan District No. 1 and/or the Homeowner's Association. Open space Tracts B, T, R and S have been identified as possible locations for snow storage.

#### I. Utility Services

The following is a list of the service providers for the necessary utilities for the CCTV.

Electricity and Natural Gas:	Xcel Energy
Water and Sanitary Sewer:	Crestview Water and Sanitation District, Metro Wastewater Reclamation District
Cable Television:	Comcast
Telephone/Internet Service:	Century Link, Comcast

#### J. Estimated Timetable for Development

The CCTV will most likely be developed in several phases based around future market conditions and trends.

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14034 SOUTH 145th EAST  
DRAPER, UT 84020

NOT FOR  
CONSTRUCTION

DATE:  
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FDP-03: 10/23/2023  
FDP-04: 02/08/2024

DRAFT

SHEET TITLE:  
NARRATIVE

**CLEAR CREEK TRANSIT VILLAGE**  
AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
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## NARRATIVE

### K. General Definitions

The definitions of words and terms used in the Clear Creek Transit Village Final Development Plan shall follow the "Rules of Construction" established by the Adams County Standards and Regulations, Chapter 11-02 Words, Terms or Phrases (adopted January 17, 2023). In addition, the Clear Creek Transit Village Final Development Plan defines the following terms as:

Transit Oriented Development (TOD): Land-use category wherein a development or project integrates higher density construction with transit, characterized by a pedestrian-oriented environment that allows people to live and work generally within a five-to-ten-minute walk (or other self-propelled method of transport) of a transit stop.

Mixed-Use: Land-use category characterized by pedestrian friendly development that allows for the horizontal and/or vertical combination of two or more land uses in a parcel, site, lot, building, planning area, or district.

Shared Parking: Parking spaces, parking structures, or parking lots shared between one or more uses, allowing for a more efficient use of parking spaces, as well as land.

Bicycle Route: A designated and clearly defined pathway limited to the use of bicyclists.

Mixed-Use Street Area: The Mixed-Use Street Area is comprised of Planning Areas 1-5 and consists of higher-density buildings and uses including residential and retail. These Planning Areas are generally located adjacent to Federal Boulevard within the eastern half of the Clear Creek Transit Village FDP. The Mixed-Use Street Area allows for a range of uses and emphasizes the pedestrian oriented nature of a TOD district. This area includes multi-modal connections including pedestrian access to transit across Federal Boulevard and the internal pedestrian network of the development, as well as access to the Clear Creek Trail to the south via a new trail connection. The proposed sidewalks meet the typical width standards of a minimum of 5 feet to allow for pedestrian movement and the roads provide the necessary travel lanes and on-street parking is provided where applicable.

Townhome Street Area: The Townhome Street Area is comprised of Planning Areas 6-9 and consists of townhomes and is strictly residential in nature. These Planning Areas are in the western half of the Clear Creek Transit Village FDP. This area includes multi-modal connections including pedestrian access to the internal pedestrian network of the development, as well as access to the Clear Creek Trail to the south via a new trail connection. The proposed sidewalks meet the typical width standards of a minimum of 5 feet to allow for pedestrian movement and the roads provide the necessary travel lanes and on-street parking is provided where applicable.

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## GENERAL DESIGN STANDARDS

This Clear Creek Transit Village FDP is intended to outline the permitted zoning, land uses and development standards for this particular property as described in the legal description on the Cover Sheet (Sheet 1). In the instances where there is a conflict between this FDP and the Adams County Development Regulations and Standards (effective August 15, 2017), this FDP shall control and apply to the Property.

The following are the Development and Design Standards. Refer to Sheet 4 for Planning Area descriptions and locations.

### ARCHITECTURE VISION

"Build a place – not a project." Clear Creek Transit Village is a District Neighborhood and the architecture should have shared elements that reinforce the identity within this district. Clear Creek Transit Village is a mixed residential and commercial use district with interconnected transit as a defining feature. The architecture will reflect the district's identity through shared elements. Streamline Moderne design will be used to emphasize movement, pattern, and interconnected forms, while also incorporating a contemporary nod to the historic style. The color palettes are to be subdued.

Streamline Moderne is a style of Art Deco that became popular in the 1930's. Inspired by aerodynamics, the international style made its appearance in buildings related to transportation and movement. The style emphasizes repetitive forms, accentuated horizontal fins and banding, eyebrow roof forms, and strong vertical statements. Streamline Moderne naturally lends itself to the architectural emphasis of movement, pattern, and inter-woven forms.

The multi family building design will integrate massing and materials, with at least one material woven from the adjacent building. There will also be a mix of front and rear loaded 3-story townhomes as well as 2-story front loaded townhomes, each with private outdoor space.

These guidelines are written to communicate the overall architectural vision for Clear Creek Transit Village. All statements are strongly encouraged, except for the "Standards" text shown in *italics*, which are requirements.

Additional shared elements may include:

- Flat roof forms (multi-family and mixed-use buildings)
- Low slope of flat roof forms (single-family attached buildings)
- Repeated vertical forms (single-family attached buildings)
- Brick masonry
- Wood-toned siding
- Select rounded elements
- Long horizontal lines, horizontal grooves
- Deep overhangs or parapets

### REINVENTING STREAMLINE MODERNE

Here are a few ways to bring Streamline Moderne into the 21st Century:

- Emphasize woven layers of materials. Accentuate vertical and horizontal lines, create opportunities for recessed doors and windows.
- Re-think siding materials. Introduce wood toned products, panel siding with sleek channels, and horizontal screening
- Create a double step in engaged columns and recesses. Step back the parapet to reinforce the Streamline Moderne vernacular.
- Provide deep awnings above windows, they not only reinforce the style, they provide passive solar cooling opportunities.
- Use lighting to accentuate vertical and horizontal rhythms and forms.

It is recommended that building elevations include some of the following elements:

- A material chosen to be "woven" in from an adjacent building
- Repetitive vertical or horizontal elements along the facade
- Flat roof forms
- Brick masonry
- Wood-toned siding
- Recessed windows and doors
- Window awnings
- Street level, horizontal accent roof forms
- Select rounded elements
- Long horizontal lines or horizontal grooves
- Deep (minimum 24") overhangs or parapets
- Architectural lighting that accentuates vertical or horizontal forms

### MASSING AND FORM

Being the built representation of a transit-oriented hub, the architecture will emphasize movement, pattern and form.

Multi-Family Considerations:

- While stretches of simple elevation massing are encouraged, building entries, corners and areas of heightened circulation should be emphasized with greater articulation and grander gestures.
- Additional articulation will be required on high visibility streetscapes.
- Buildings will have a discernible hierarchy, showing a base, middle and top.
- Top story, of multi-story buildings four stories and above, will strategically step back to further reinforce building hierarchy.
- Private outdoor balconies are strongly encouraged.

Single-Family Attached Considerations:

Continuing the spirit of the District Neighborhood, townhome architecture should have shared elements that reinforce the identity of the district. Massing should continue to reflect the Streamline Moderne style, with connections, intersections and overlaying modes. Massing and materials are to appear woven together.

- Brick masonry
- Wood-toned siding
- Recessed windows and doors
- Low-sloping roof forms (4:12 and below) or flat roofs with parapets
- A wood-tone accent siding or architectural feature
- Select rounded elements
- Passive-solar shading opportunities
- Private outdoor living spaces

### 1.0 BUILDING FORM & ARCHITECTURAL CHARACTER

Intent:

- To create inviting and active ground floor frontages along internal streets
- To encourage ground floor activity and pedestrian scale along street frontages
- To create four-sided buildings which orient to the streets.
- Scale, texture, and color of materials to represent a local, contemporary design or interpretation
- Architectural detailing to contribute to the identity of the place through local materials, craftsmanship and traditions

Guidelines:

- Building types might include townhouses, live/work units, multifamily housing, mixed-use, office, retail and/or restaurant buildings or a combination thereof.
- Buildings edges facing W 59th Court should include materials which compliment the natural landscape and should use materials such as wood, architectural concrete, stone or brick.
- Along semi-active ground floors, architectural or landscape features should functionally allow for residential or live/work uses to coexist. This may include patios as a transition space, walk-up, stoop, or additional landscaping techniques.

Standards (required):

- 1.a *Buildings will have a discernible hierarchy, showing a base, middle and top.*
- 1.b *All setbacks shall be followed as depicted on the Overall Site Plan (see sheet 4).*
- 1.c *Non-townhome ground floor residential uses shall have a minimum of a 10'-0" floor-to-floor height to accommodate live/work or shop-front uses. Ground floor commercial uses shall have a minimum of a 12'-0" floor-to-floor height to accommodate a variety of uses over time. (market conditions might not allow for live/work or commercial opportunities in the early phases. Residential or civic uses are encouraged for the interim)*
- 1.d *Buildings shall be constructed with highly durable building materials on all four sides.*
- 1.e *Northern and western property edges shall use materials, colors and building articulations to respond to the adjacent existing landscape.*

### 2.0 BUILDING FACADES

Intent:

- To create visually interesting high-quality facades, particularly those that face streets or public open space.
- To avoid large areas of undifferentiated or blank facades
- To provide pedestrian scale, character and detail.
- To create visual interest through the interplay of light and shadow.

Guidelines:

- Where balconies and terraces are used, they should be incorporated into the vertical and horizontal shifts in building massing wherever possible to avoid facades dominated by cantilevered balcony projections.
- Awnings or shading elements which are solely cosmetic and non-functional should not be used.

Standards (required):

- 2.a *Each building facade oriented to the street or public space shall express high levels of design, material quality, and detailing.*
- 2.b *Building facades shall include architectural variety and scale through such elements as: expression of building structure; window pattern, door or other openings that provide surface variation through change of place; change in color; change in texture; change in material module or pattern.*
- 2.c *Primary building facades at the street level shall include some elements that provide a change in plane that create interest through the interplay of light and shadow. Examples of such elements include:*
  - *Windows recessed a minimum of three (3) inches*
  - *Recessed entries and doors*
  - *Projecting sills*
  - *Projecting pilasters, columns, bays*
  - *Projecting cornices and roofs*

### 3.0 BUILDING ENTRANCES

Intent:

- To promote inviting and open entries along ground-floor commercial and active live/work frontages through frequent points of entry.
- To provide clear and understandable entry points for mixed use and residential buildings for easy way-finding year-round, day or night.
- To enhance the scale, activity and function of the public streets.

Guidelines:

- Entries should have a scale and level of detail appropriate to the design, scale and number of units or storefronts provided.
- Primary building entries of commercial uses should be clearly defined and generally break the storefront/ground-floor facade pattern.
- Mixed use buildings should have separate clearly marked entries for residential and commercial uses.

Standards (required):

- 3.a *Primary entries shall face a public street or plaza, be clearly defined and marked with an address and/or appropriate signage.*
- 3.b *Primary building entries shall be emphasized by recessing the door a minimum of four (4) inches, by changes in wall plane or building massing, by diffraction in material or color, a greater level of detail, and/or enhanced lighting.*
- 3.c *Service access for buildings shall be located out of sight from the primary building entry such as in an alley, back of building, or interior parking lot or structure.*

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**GENERAL DESIGN STANDARDS (CONTINUED)**

**4.0 BUILDING MATERIALS & COLOR**

Streamline Moderne naturally lends itself to the architectural emphasis of movement, pattern, and inter-woven forms. This is a minimalistic, pure-form approach, making sophisticated gestures towards a historic style. Color palettes are to be subdued.

Intent:

- To use low maintenance and lasting materials which hold up to vandalism and age well.
- To use new synthetic materials in ways that reflect their intrinsic characteristics.

Guidelines:

- Building materials should include new technologies and materials that contribute to the development's character and promote environmental sustainability as well as architectural methods and materials that are energy resource responsible.

**Standards (required):**

- 4.a *Facades facing a street or public open space shall be composed primarily of primary materials as listed below.*
- 4.b *Primary Materials: brick, stone, architectural precast concrete, architecturally cast concrete, cast stone, specially treated concrete masonry units, terra-cotta, glass, and durable synthetic materials such as glass fiber-reinforced concrete, metal panels or green wall systems*
- 4.c *Secondary Materials: exterior insulation and finishing systems, simple concrete masonry units, and hard-cost stucco*
- 4.d *Building materials shall be selected with the objectives of quality and durability appropriate to the prevailing climate conditions.*

**5.0 BUILDING FENESTRATION, TRANSPARENCY & REFLECTIVE GLASS**

Intent:

- To animate public spaces with transparent building facades, while providing a sense of security through "eyes on the street".
- To create transparent viewing through glazing at the ground floor to provide pedestrians the opportunity to view activities inside and outside the building.
- To provide adequate transparency on upper floors to create a secondary level of activity and to be able to view activities To promote a high level of transparency at the ground level of commercial uses.
- To limit the use of reflective glass with high glare.

Guidelines:

- To allow for the use of high-performance reflective glass, while reducing possible glare, and maintaining some transparency, the reflective coating should be on the second or third surface.

**Standards (required):**

- 5.a *All ground-floor commercial uses shall have no less than 60% of transparency.*
- 5.b *All upper-level commercial glazing shall have no less than 40% of transparency.*
- 5.c *Highly reflective and first-surface reflective coatings shall not be used.*

**6.0 BUILDING LIGHTING**

Intent:

- To illuminate architectural elements including building entries, cornices, structural bays or other significant features.
- To encourage the use of interior lighting through its fenestration both on the ground-floor as well as upper-levels.

**Standards (required):**

- 6.a *Lighting fixtures shall be of architectural quality and consistent with the design of the building. No utilitarian lighting is allowed.*
- 6.b *Lighting of service areas and parking structure areas shall be controlled so that it does not illuminate onto adjacent areas or buildings.*
- 6.c *Areas of ground floor activity should provide a consistent glow to encourage exploring and visiting of businesses at night.*
- 6.d *Lighting elements should draw attention to major building entries.*

**7.0 ROOFTOP DESIGN & MECHANICAL SCREENING**

Intent:

- To maintain a consistent look and not disrupt the continuity of the roof, rooftop or parapet.
- To avoid the random placement of mechanical or electrical equipment as seen from the street.
- To promote sustainable design through green roofs and other methods to reduce heat gain in summer months and to retain heat in winter months.
- To encourage usable rooftop gardens and gathering spaces.
- To reduce the visual impact from upper floors looking down on adjacent buildings' rooftops.

Guidelines:

- When possible outdoor rooftop spaces such as terraces, shared public or private spaces should be provided to take advantage of mountain views, Colorado's year-round weather and 300+ days of sunshine.
- Green roofs should be included where feasible through regionally appropriate vegetative and drought tolerant plantings. Rooftop spaces might consider urban permaculture through providing functional gardens which produce seasonal fruits, vegetables and/or spices.

**Standards (required):**

- 7.a *All rooftop mechanical and electrical equipment, satellite dishes, or antennae shall be screened and organized as such that limits the visual disruption of the roof.*

**8.0 VEHICULAR ENTRIES**

Intent:

- To provide the safe and efficient movement of all users including: vehicles, buses, pedestrians and bicyclists.
- To be spaced to allow for cueing of vehicles along the public street and not disrupt adjacent traffic or turning vehicles.

Guidelines:

- Entry points should be obvious, provide a break in facade or show a material change to indicate as visual cue for pedestrians.

**Standards (required):**

- 8.a *Vehicular entries, especially public ones, shall be clearly marked to allow proper way-finding for motorists.*
- 8.b *Vehicular entry points shall be in locations that minimize the disruption of pedestrian circulation.*

**9.0 PARKING**

Intent:

- To mitigate any negative visual aspects of parking as viewed from the street or adjacent uses.
- To limit or avoid permanent of-street surface parking.
- To encourage structured, tuck-under, or other methods of non-surface parking.

Guidelines:

- Temporary surface parking in initial phases should be designed to be aesthetically pleasing and safe through landscaping and proper lighting treatments.
- Parking structure facades that are facing amenity courts, adjacent to leasing/amenity spaces, or highly visible from community entrances along Federal Blvd., will be strongly encouraged to have additional screening, in the form of brick detailing, kinetic screens, green walls or art installations that cover a minimum of 50% of the first two stories of parking structure along that façade, and reinforce the theme of interwoven connectivity.

**Standards (required):**

- 9.a *Surface, tuck-under or structured parking shall be located internally to each block and/or have limited exposure to adjacent streets and uses.*
- 9.b *Parking areas shall be screened from public view by wrapping them with development.*

**10.0 PARKING STRUCTURES**

Intent:

- To provide a high quality pedestrian experience along the street environment.
- To provide uses or art along the public street to encourage pedestrian activity.
- To avoid large areas of undifferentiated or blank facades at the street level

Guidelines:

- The ground floor of wrapped parking structures should be designed with a pedestrian scale and allow for a variety uses or tenants to change and evolve over time.

**Standards (required):**

- 10.a *Parking structures exposed to an adjacent street shall have a high quality facade to reduce negative visual impacts.*
- 10.b *Structured parking shall be designed so that vehicles parked on all levels of the facility are predominately screened from public view.*
- 10.c *Parking structure facades facing public streets shall be designed to integrate or blend into their context. This might include integrating structural bays, unique use of a material or vegetative cover/living wall treatment.*

**11.0 SERVICE AREAS, TRASH ENCLOSURES AND UTILITY APPURTENANCES**

Intent:

- To reduce the visibility of loading and service areas, recycling or trash enclosures and mechanical/electrical equipment to public streets, adjacent development or open spaces.

Guidelines:

- Service areas and trash enclosures should not front onto streets and public open spaces. Service areas should be located to the rear or side of buildings, and screened from view from street and/or public open space.
- Loading and service areas should be concentrated in common courts when possible to minimize any visual impacts.

**Standards (required):**

- 11.a *Utility appurtenances such as light fixtures and signal boxes shall be located behind the sidewalk and out of the tree lawn or sidewalk amenity zone whenever possible. When it must be in the tree lawn, or amenity zone, such equipment shall be centered on the tree line and aligned with but no closer than 42 inches from the face of curb.*
- 11.b *Service areas shall be located internal to the development blocks, hidden from public view and away pedestrian circulation paths.*
- 11.c *Where fully internal service areas are not feasible, the service areas shall be bounded on three sides by the building being served, with only one side open to the service drive. The open side shall be screened to the greatest extent possible.*
- 11.d *Service areas should not be located within 25 feet of primary building entrances.*

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## GENERAL DESIGN STANDARDS (CONTINUED)

### SITE / LANDSCAPE NOTES

- All work shall conform to Adams County codes.
- All landscape plantings within site boundaries shall be automatically irrigated, with the exception of detention basins. Tap size and location to be determined with final irrigation plans.
- All new planting beds and turf areas shall receive three (3) cubic yards of organic matter per one thousand (1,000) square feet of bed to be planted. Organic matter could include aged manure, sphagnum peat moss, humus, compost, or aged sawdust.
- All mulch bed areas shall receive 3" minimum depth wood, stone or gravel mulch depending upon plant type and location.
- Final landscape plans shall reflect public safety measures according to CEPTD guidelines.
- All pedestrian areas shall meet ADA requirements.
- Trash enclosures and service areas shall be effectively screened through the use of landscape materials and/or screen walls of materials and colors to match building architecture where trash enclosures are located outside of building envelope.
- All buildings, parking and landscaping shall not obstruct required sight triangles at intersections.
- All landscape areas located outside the building envelopes as defined in this FDP shall be maintained by the Clear Creek Transit Metropolitan District No. 1, or a Property Owner's Association. The Landscape Berm and Fence Easement (Book 4701, page 983 - Adams County Clerk and Recorder) shall be maintained by the Aloha Beach Neighborhood Association.
- Re-vegetation below floodplain shall adhere to Mile High Flood District requirements.
- Regional trail improvements at Clear Creek shall conform to ADA and AASHTO standards, and be built to conform to Adams County concrete trail specifications. Funding and implementation is subject to a future IGA or other agreement with Adams County or other applicable agencies TBD. Off-site trail improvements are intended to be included to on-site trail to the existing Clear Creek regional trail. Offsite trail improvements shall include concrete trail, associated grading and landscape restoration planting within disturbed areas. Offsite trail improvements and license agreements shall be coordinated between developer and Adams County.

### LANDSCAPE STANDARDS

The landscape standards are intended to establish minimum planting standards for all landscaped areas within Clear Creek Transit Village. The site / landscape notes on this sheet establish standards for irrigation, soil amendments, mulch, edger, and other non-living landscape materials.

#### Federal Blvd.

- Minimum one tree per 40 linear feet of street frontage, excluding areas encumbered by easements, curb cuts, sight triangle and other constraints.
- Minimum 20% landscape area between building envelope and Federal Blvd. R.O.W. Rain gardens shall be included in minimum landscape area calculation. Minimum one 5 gal. shrub or two 1 gal. perennials / groundcovers per 200 square feet of landscape area.
- All landscape areas shall be planted such that vegetative cover at plant maturity achieves a minimum 70% living coverage with the exception of rain gardens. Rain garden plantings shall be included in conformance with engineered allowances.
- No turf is permitted.

#### Interior Streets

- Minimum one tree per 40 linear feet of street frontage, excluding areas encumbered by easements, curb cuts, sight triangle and other constraints.
- Minimum one 5 gal. shrub or two 1 gal. perennials / groundcovers per 200 square feet of landscape area.
- All landscape areas shall be planted such that vegetative cover at plant maturity achieves a minimum 70% living coverage.

#### Village Green (Planning Area 4)

- Minimum one tree per 40 linear feet of street frontage, excluding areas encumbered by easements, curb cuts, sight triangle and other constraints.
- Minimum one 5 gal. shrub or two 1 gal. perennials / groundcovers per 20 square feet of shrub bed area.
- Turf is permitted where active recreational use is intended.

#### North Landscape Buffer (Tract B)

- Minimum one evergreen tree per 30 linear feet
- Minimum six foot metal fence.

#### West Landscape Buffer (Tract T)

- Minimum one evergreen tree per 30 linear feet
- Minimum six foot metal fence.

#### Clear Creek Frontage

- Minimum one tree per 4,000 square feet of landscape area. Existing trees over 4" cal. shall be replaced at one new tree per existing tree removed.
- Minimum ten 5 gal. shrubs or twenty 1 gal. perennial / groundcovers per 4,000 square feet of non-turf landscape area.
- Turf is permitted where active recreational use is intended
- Native plantings are encouraged.

#### Interior Open Spaces

- Minimum 5% landscape area required within each planning area.
- Minimum one tree per 1,000 square feet of landscape area.
- Minimum one 5 gal. shrub or two 1 gal. perennials / groundcovers per 200 square feet of non-turf landscape area.
- All landscape areas shall planted such that vegetative cover at plant maturity achieves a minimum 70% living coverage.
- Turf is permitted where active recreational use is intended.

### DEFINITIONS OF PLACEMAKING AREAS

Approximate locations of placemaking areas are defined within the Placemaking, Circulation and Signage Plan as shown on sheet 21 within this final development plan. Final and exact locations of placemaking areas are subject to change and to be determined with construction documents to meet the intent of the final development plan. Definitions of different placemaking area are defined below.

#### PRIMARY PARK PLAZA

Primary Park Plaza is intended for the Village Green and serves the intent of providing an outdoor communal gathering space with seating and tables, shade, and is accessible to all planning areas. Primary Park Plaza shall include the following;

- A minimum of 1,000 square feet of paving area. Enhanced Paving Surfaces are required for 100% of Primary Park Plaza. See Enhanced Paving Surfaces definition.
- A minimum of (1) 500 square foot shade shelter is required.
- Seating with table surfaces, and a minimum of (3) different seating locations are required.
- Landscape Lighting is required. See Landscape Lighting definition.

#### SECONDARY PLAZA

Secondary Plaza is intended to serve as a supplementary seating area for adjacent active recreation spaces and shall include the following:

- A minimum of 500 square feet of paving area. Enhanced Paving Surfaces are required for a minimum of 50% of the Secondary Plaza.
- A minimum of (2) seating options, benches are encouraged.
- Landscape Lighting is required.

### GATHERING NODE

Gathering Nodes are intended to be included with Planning Areas 1, 2, 3, 4, and 5. Gathering Nodes shall serve the intent of providing exterior gathering spaces, facilitating multi-modal transportation by ensuring safe circulation in high pedestrian traffic areas and providing bike racks. Gathering Nodes shall be designed with the intent of providing an accessible off-street location for one or more of the following: serving as an off-street trailhead location, exterior building entrance, pedestrian space, or rideshare pickup location. Gathering Nodes shall include the following;

- A minimum of 150 square feet of paving area. Enhanced Paving Surfaces are not required, but encouraged for gathering nodes.
- A minimum of 3 bicycle parking spaces.
- Locations for alternative transportation such as bicycle and scooter shares are encouraged.
- Secondary Signage is encouraged but not required at locations where Primary Signage is not provided. See provided signage definitions.
- Landscape Lighting is encouraged but not required where exterior building lighting is provided.

### SITE FURNISHINGS

Site furnishings shall be intended to enhance the pedestrian and cyclist experience, provide opportunity for seating, dining and social interaction. Site furnishings shall be of high quality exterior rated materials with similar design character which could be defined as streamlined, modern or contemporary. Materials may be any combination of metal, concrete, wood or synthetic wood material. Colors may include the natural material color, stained (wood) in neutral colors, or powdercoated (metal) in colors complimentary to the exterior architectural color palette. ADA accessible seating options shall be provided. Site furnishings shall include the following but not limited to;

- Freestanding Benches - backed and backless
- Wall-Mounted Benches
- Seat Wall
- Cafe / Picnic Tables
- Trash / Recycle Receptacles
- Pet Pick-up Stations
- Bicycle Racks/Parking

### PLAYGROUND

(1) Playground area shall be provided in Planning Area 4. Playground equipment shall be consistently themed and regionally inspired play equipment is encouraged. Playground shall include the following;

- A minimum of 2,500 square feet of playground surfacing.
- A minimum of (1) swingset, including a minimum of (2) swings, one of which shall be bucket-style seat.
- A minimum of (1) 2-5 age play equipment.
- A minimum of (1) 5-12 age play equipment.

### SHADE SHELTER

One shade shelter shall be provided in Planning Area 4. Shade shelters shall be designed to the following parameters;

- A minimum of 500 square feet of shelter area.
- Shade shelter shall be designed to match architectural design styles, materials and colors, and may include metal, wood, and masonry.
- Shade shelter shall not exceed 18' in height.
- Landscape lighting shall be required at shade shelter location.

### ENHANCED PAVING AREAS

Enhanced Paving Areas are encouraged along streetscapes and required in locations as described by Placemaking Areas. Enhanced Paving Areas shall include the following;

- Masonry Pavers
- Textured and/or Colored Concrete

No more than (2) different Masonry Pavers shall be used throughout all planning areas, and shall be used in a consistent pattern and installation method and installed in similar locations such as main building entrances and plazas. A geometric pattern and a traditional pattern are encouraged as the two different masonry patterns. Masonry Pavers shall be have a pattern complimentary to building exterior material and style, and color such as a warm gray, tan or brown color. No more than (2) different colors shall be used for paver types, and a consistent grout color shall be used at all locations. Only (1) color of Colored Concrete shall be used throughout all planning areas, except for Planning Area 4 where an alternative option may be provided. Colored Concrete shall be a warm gray, tan or brown, with the exception of an alternative cool-color option within Planning Area 4. Colored Concrete is encouraged at high-traffic areas such as sidewalk landings at pedestrian crosswalks. Colored concrete may include exposed aggregate, acid washing, broom finishes, but must be consistently finished in all applications.

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME

CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK COOP I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

NOT FOR  
CONSTRUCTION

DATE:  
FDP-01: 03/16/2023  
FDP-02: 07/07/2023  
FDP-03: 10/23/2023  
FDP-04: 02/08/2024

**DRAFT**

SHEET TITLE:  
GENERAL DESIGN  
STANDARDS

# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO

## PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



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### GENERAL DESIGN STANDARDS (CONTINUED)

#### LANDSCAPE WALLS

Landscape wall finish materials such as veneers, caps, masonry patterns or finishes shall be consistent in design and materiality for each type of wall condition;

- Condition 1: Retaining and parapet walls along streetscapes, multi-family and commercial street frontages. Walls shall be masonry veneer of a neutral/warm gray, warm white, beige, or clay brick red and consistent in color, material, size and coursing pattern throughout all filings where condition 1 is used. Capstone shall be either be a coursing of the same masonry veneer to match the face, or a consistent precast concrete capstone, with consistent depth and neutral gray color. Condition 1 shall also be applied to Primary Signage walls and pedestals - see Primary Signage definitions.
- Condition 2: Retaining walls in open space, excluding parks and along multi-family and commercial street frontages. Walls shall be precast masonry block with consistent material, pattern, and color. Color shall be either a neutral warm gray, beige, or tan.
- Condition 3: Freestanding and retaining walls in parks and active recreation spaces. Condition 3 may either match the design style of Condition 1, or alternatively may be a neutral gray concrete with a smooth or boardform finish.

#### BUILDING AND TENANT SIGNS

- Building Identification: Individual buildings may wish to express a unique identity within CCTV. Signage for this purpose may be allowed. Maximum sign area allowed for this purpose shall be 0.5 square foot per linear foot of building frontage at each building face. A maximum of two such signs per building is permitted. Signage may be placed above the second floor sill level, provided that the signage does not interfere with other uses, public safety, or building aesthetics.
- Individual Ground Floor Uses in a Retail Setting shall be allowed a maximum of 1.5 square feet of sign area per linear foot of primary street frontage, and 0.8 square feet of sign area per secondary street frontage. Multiple signs and sign types may be allowed, provided that the maximum allowable sign area is not exceeded. (Sign area for two-sided projecting signs shall be measured as the total square footage of one side only) No signage component shall extend above the second floor sill level.
- Individual Ground Floor Uses in a Live-Work Setting (or other Non- Traditional Retail) shall be allowed a maximum of 0.8 square feet of sign area per linear foot of building frontage. Multiple signs and sign types may be allowed, provided that the maximum allowable sign area is not exceeded. (Sign area for two- sided projecting signs shall be measured as the total square footage of one side only) No signage component shall extend above the second floor sill level.
- Non-Ground Floor Uses may also require identity and directional signage at the ground level. For each building containing such uses, all non-ground floor uses combined shall be allowed a maximum of one sign per exterior entrance that accesses said uses. Maximum sign area shall be 12 square feet per sign. Signs must be located on, above, or immediately adjacent to the exterior entrance.

#### PRIMARY PROJECT SIGNAGE - WALL MOUNTED MONUMENT

Wall Mounted Monument Primary Project Signage is intended to be included at (1) location along Federal Boulevard frontage. This monument is intend to display project and tenant logos/signage. Wall Mounted Primary Signage is intended to be metal or similar material to match exterior architecture in aesthetic, material and color and mounted on retaining or freestanding wall. Wall Mounted Monument Primary Signage shall be a maximum of 80 square feet when measured as a rectangle around text/logo area and shall be a maximum of 10' in height. Landscape lighting at monument is encouraged.

#### PRIMARY PROJECT SIGNAGE - MONUMENT / WAYFINDING / INFO

Monument / Wayfinding / Info Primary Project Signage is intended to be included a maximum of (4) locations and located along Federal Boulevard and W 60th Ave frontages. Monument / Wayfinding / Info Primary Signage may include tenant logos/signage, directional or wayfinding information including address information, and general seasonal/ event related information. The materials, aesthetic and colors of the monument shall match proposed architectural style. Maximum signage area shall be 160 square feet including all sides of the sign area including sign information and measured as a rectangle along the sign area which lettering or graphics are provided. Sign pedestals may be provided and shall be designed to match landscape or architectural wall finishes. Sign pedestals may be a maximum of 8' height above adjacent finished grade and shall not exceed more than 3x the width of the sign width. Sign pedestals shall not be counted towards sign area calculation except where text or sign information is provided on pedestals. Sign mounted lighting, backlighting, and/or landscape lighting shall be allowed and is encouraged.

#### SECONDARY SIGNAGE - WAYFINDING / INFO

Wayfinding / Info Secondary Signage is intended to include directional or wayfinding information including address information, and/or regional multi-modal transportation wayfinding such as trail connections, bus stops, RTD stations or other regional wayfinding information or maps. The materials, aesthetic and colors of the monument shall match proposed architectural style. Signs shall not exceed 6' height and shall have a maximum sign area of 30 square feet including all sides of the sign area including sign information and measured as a rectangle along the sign area which lettering or graphics are provided.

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME

CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK OOF, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

NOT FOR  
CONSTRUCTION

DATE:  
FDP-01: 03/16/2023  
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FDP-04: 02/08/2024

**DRAFT**

SHEET TITLE:  
GENERAL DESIGN  
STANDARDS



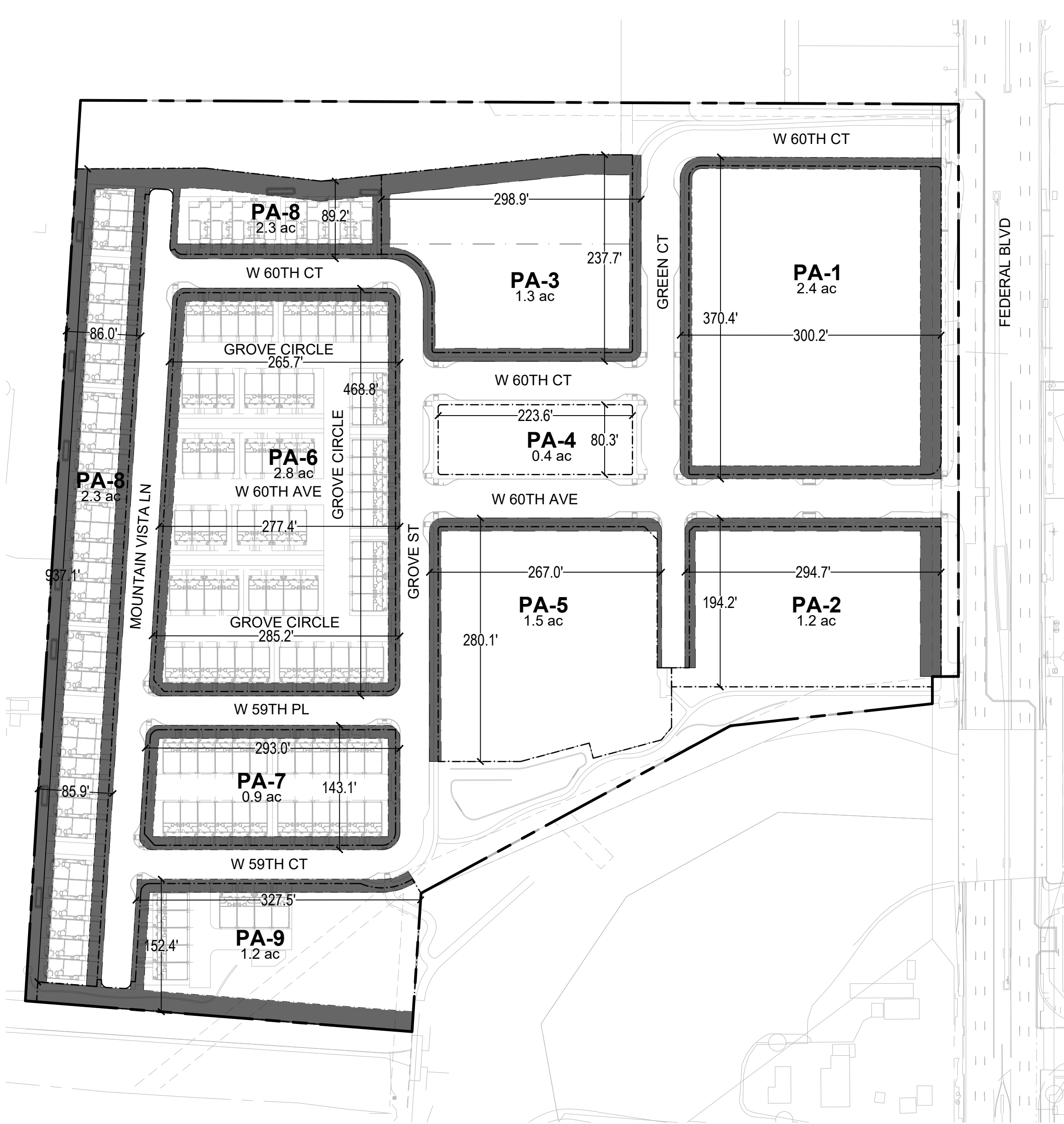
# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



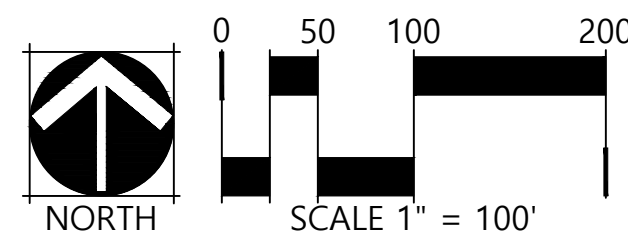
## OVERALL SITE PLAN



LAND USE CHART				
Planning Area	Uses	Description	Acres	% of Site
PA-1	Commercial, Mixed-Uses, Residential	Intended to be mixed use with ground floor commercial space along Federal Boulevard and W 60th Ave. Floors 2-7 are intended to be occupied by multi-family residential and/or commercial uses.	± 2.4 ac	11.4%
PA-2	Commercial, Mixed-Uses, Residential	Intended to be mixed use with ground floor commercial space along Federal Boulevard and W 60th Ave. Residential and/or commercial uses will occupy floors 2-7.	± 1.2 ac	5.7%
PA-3	Commercial, Mixed-Uses, Residential	Intended to be mixed use with the possibility of ground floor commercial space along W 60th Court facing the park/open space. Buildings on the north side of PA-3 will be no higher than two stories. Buildings on the southern portion of PA-3 are intended to be residential and/or commercial uses up to 5 stories.	± 1.3 ac	6.1%
PA-4	Park/Open Space	Intended to be a public park/open space for the community.	± 0.4 ac	1.9%
PA-5	Commercial, Mixed-Uses, Residential	Intended to be mixed use with the possibility of ground floor commercial space along W 60th Court facing the park/open space. Building floors 1-7 are intended to be occupied by residential and/or commercial uses.	± 1.5 ac	7.1%
PA-6	Residential	Intended to be single family attached or multi-family residential use with buildings ranging up to 3 stories.	± 2.8 ac	13.3%
PA-7	Residential	Intended to be single family attached or multi-family residential use with buildings up to 3 stories.	± 0.9 ac	4.2%
PA-8	Residential	Intended to be single family attached residential use with buildings up to 3 stories on the western edge and up to 2 stories on the northwestern edge of the site, including garages accessed off of Mountain Vista Lane and West 60th Court.	± 2.3 ac	10.9%
PA-9	Residential	Intended to be single family attached residential use with buildings up to 3 stories.	± 1.2 ac	5.7%
<b>Total Planning Areas</b>			<b>± 14.0 ac</b>	<b>66.3%</b>
<b>Open Space Tracts</b>			<b>± 2.1 ac</b>	<b>10.0%</b>
<b>Private Road</b>			<b>± 4.7 ac</b>	<b>22.3%</b>
<b>ROW Dedicated to Adams County</b>			<b>± 0.3 ac</b>	<b>1.4%</b>
<b>TOTAL</b>			<b>± 21.1 ac</b>	<b>100%</b>

**Notes:**

- The Planning Area acreage's may be administratively adjusted up to 15% without an amendment.
- Boundaries may be modified through the platting process due to the alignment of any for the streets, parks, opens spaces, adjacent parcels, etc.



**LEGEND**

	PROPERTY BOUNDARY
	PLANNING AREA BOUNDARY
	SETBACK AREA

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME  
CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK COOP I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

NOT FOR  
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DATE:  
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**DRAFT**

SHEET TITLE:  
OVERALL  
SITE PLAN

# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



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## PA-1 SITE PLAN

### PA-1 DEVELOPMENT STANDARDS

HOUSING TYPE	PA-1 LOT SIZE	PA-1 MAXIMUM UNITS	NORTH PERIMETER SETBACK	SOUTH PERIMETER SETBACK	EAST PERIMETER SETBACK	WEST PERIMETER SETBACK	MAXIMUM BUILDING HEIGHT	FLOOR AREA RATIO
MULTI-FAMILY	2.4 ac	269	13'-6"	15'-0"	24'-0"	13'-6"	95'-0" (7 Story)	1.5 - 5.0

#### PLANNING AREA - 1:

PA-1 is intended to be mixed use with ground floor commercial space along Federal Boulevard and W 60th Ave. Floors 2-7 are intended to be occupied by multi-family residential, commercial and/or mixed-uses.

#### LAND USES:

- Commercial/Mixed-Uses 3% - 15% (of Gross Building Area)
- Residential 85% - 97% (of Gross Building Area)

#### PARKING RATIO:

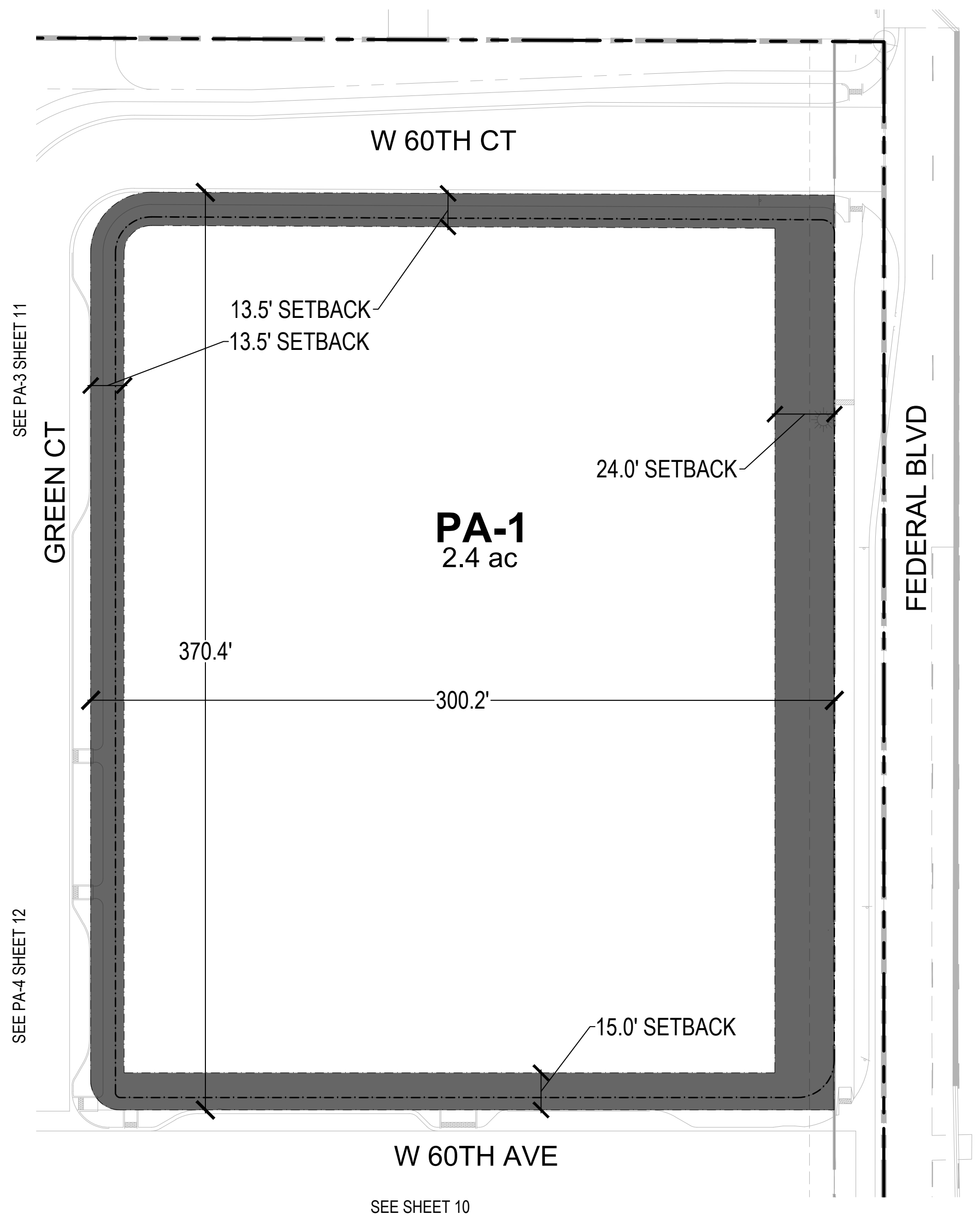
Use	Min Parking Ratio	Max Parking Ratios
Residential	1 spaces per unit	2 spaces per unit
Non-Res	2 spaces per 1,000 sq. ft.	8 spaces per 1,000 sq. ft.

#### PLANNING AREA PLACEMAKING CONSIDERATIONS:

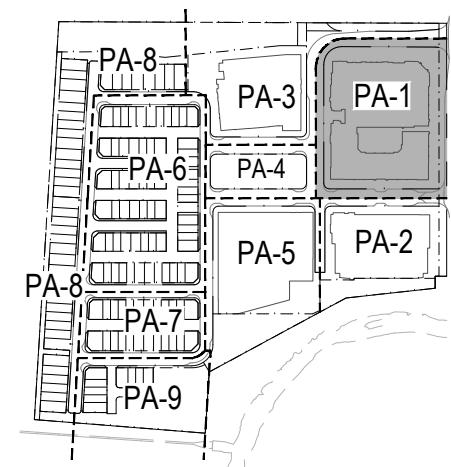
This planning area is envisioned as a high density, mixed-use parcel blending multi-family residential with ground floor retail and commercial uses. The Mixed-Use Street Area along Federal Blvd and W 60th Ave will be designed to activate the pedestrian realm and provide multi modal connections throughout the development, as well as to the adjacent context. The predominant street type will be urban in nature. The area tree lawn between the street and five foot detached walks will be planted with canopy trees, shrubs and ornamental grasses. Bump outs at intersections will increase pedestrian safety and promote walkability. On-street parking is provided on both sides of the street where curb cuts, utilities and other constraints allow for parking to occur. All private streets will be owned and maintained by a Metro District.

The architecture will be a highly visible element to the neighborhood and will require a high level of design on all four sides with quality materials to create an inviting street scene. Architectural details that will drive the design of the mixed-use buildings can be found on sheets 4 - 5 of this document.

To compliment the architecture, the landscape will also be held to a high standard of design. The landscape will incorporate consistent site furnishings, plant material and design elements that create a distinct but unified neighborhood. For additional landscape standards, please refer to sheets 6 - 7 of this document.



#### KEY MAP 1" = 500'



#### LEGEND

- PROPERTY BOUNDARY
- PLANNING AREA BOUNDARY
- SETBACK AREA

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME

CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK OOF I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

NOT FOR  
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FDP-01: 03/16/2023  
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FDP-03: 10/23/2023  
FDP-04: 02/08/2024

**DRAFT**

SHEET TITLE:  
PA-1  
SITE PLAN

# CLEAR CREEK TRANSIT VILLAGE

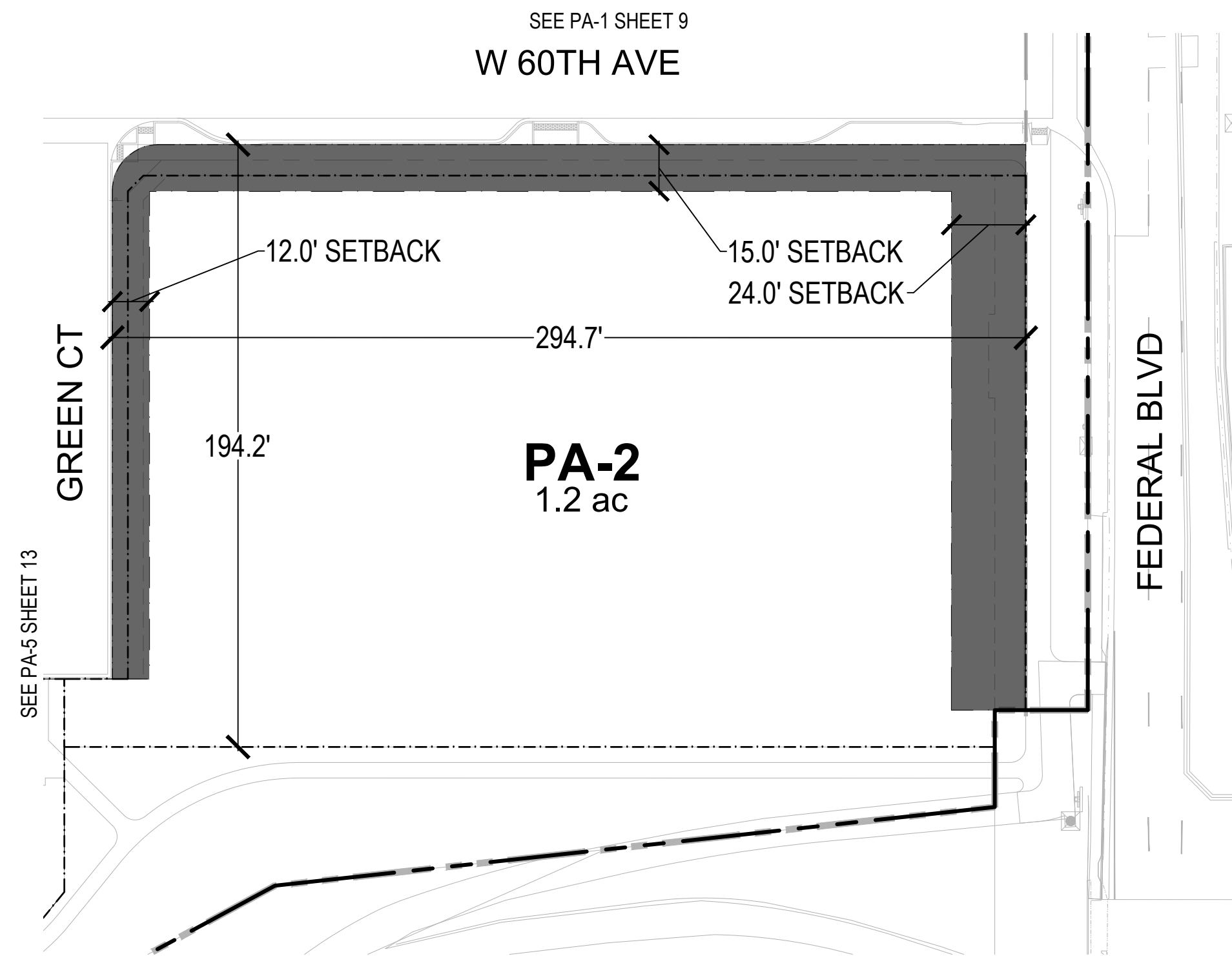
AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011

**NORRIS DESIGN**  
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1101 BANNOCK STREET  
DENVER, CO 80204  
P 303.892.1166

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## PA-2 SITE PLAN



### PA-2 DEVELOPMENT STANDARDS

HOUSING TYPE	PA-2 LOT SIZE	PA-2 MAXIMUM UNITS	NORTH PERIMETER SETBACK	SOUTH PERIMETER SETBACK	EAST PERIMETER SETBACK	WEST PERIMETER SETBACK	MAXIMUM BUILDING HEIGHT	FLOOR AREA RATIO
MULTI-FAMILY	1.2 ac	174	15'-0"	0'-0"	24'-0"	12'-0"	95'-0" (7 Story)	1.5 - 5.0

#### PLANNING AREA - 2:

PA-2 is intended to be mixed use with ground floor commercial space along Federal Boulevard and W 60th Ave. Residential, commercial and/or mixed-uses will occupy floors 2-7.

#### LAND USES:

- Commercial/Mixed-Uses 1% - 10% (of Gross Building Area)
- Residential 90% - 99% (of Gross Building Area)

#### PARKING RATIO:

Use	Min Parking Ratio	Max Parking Ratios
Residential	1 spaces per unit	2 spaces per unit
Non-Res	2 spaces per 1,000 sq. ft.	8 spaces per 1,000 sq. ft.

#### PLACEMAKING CONSIDERATIONS:

This planning area is envisioned as a high density, mixed-use parcel blending multi-family residential with ground floor retail and commercial uses. The Mixed-Use Street Area along Federal Blvd and W 60th Ave will be designed to activate the pedestrian realm and provide multi modal connections throughout the development, as well as to the adjacent context. The predominant street type will be urban in nature. The area tree lawn between the street and five foot detached walks will be planted with canopy trees, shrubs and ornamental grasses. Bump outs at intersections will increase pedestrian safety and promote walkability. On-street parking is provided on both sides of the street where curb cuts, utilities and other constraints allow for parking to occur. All private streets will be owned and maintained by a Metro District.

The architecture will be a highly visible element to the neighborhood and will require a high level of design on all four sides with quality materials to create an inviting street scene. Architectural details that will drive the design of the mixed-use buildings can be found on sheets 4 - 5 of this document.

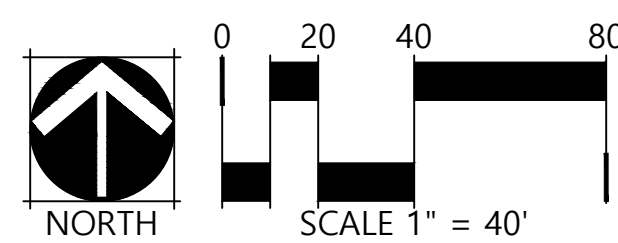
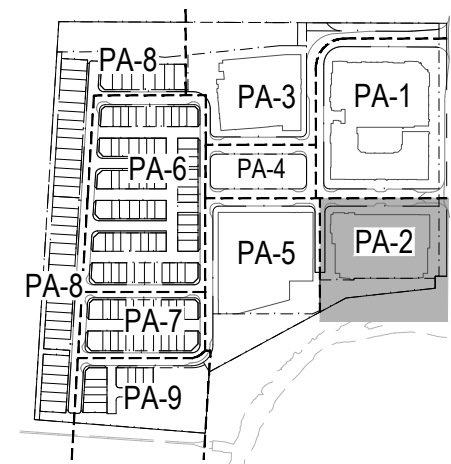
To compliment the architecture, the landscape will also be held to a high standard of design. The landscape will incorporate consistent site furnishings, plant material and design elements that create a distinct but unified neighborhood. For additional landscape standards, please refer to sheets 6 - 7 of this document.

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME

CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK COOP I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

KEY MAP 1" = 500'



#### LEGEND

- PROPERTY BOUNDARY
- PLANNING AREA BOUNDARY
- SETBACK AREA

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CONSTRUCTION

DATE:  
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**DRAFT**

SHEET TITLE:  
PA-2  
SITE PLAN

# CLEAR CREEK TRANSIT VILLAGE

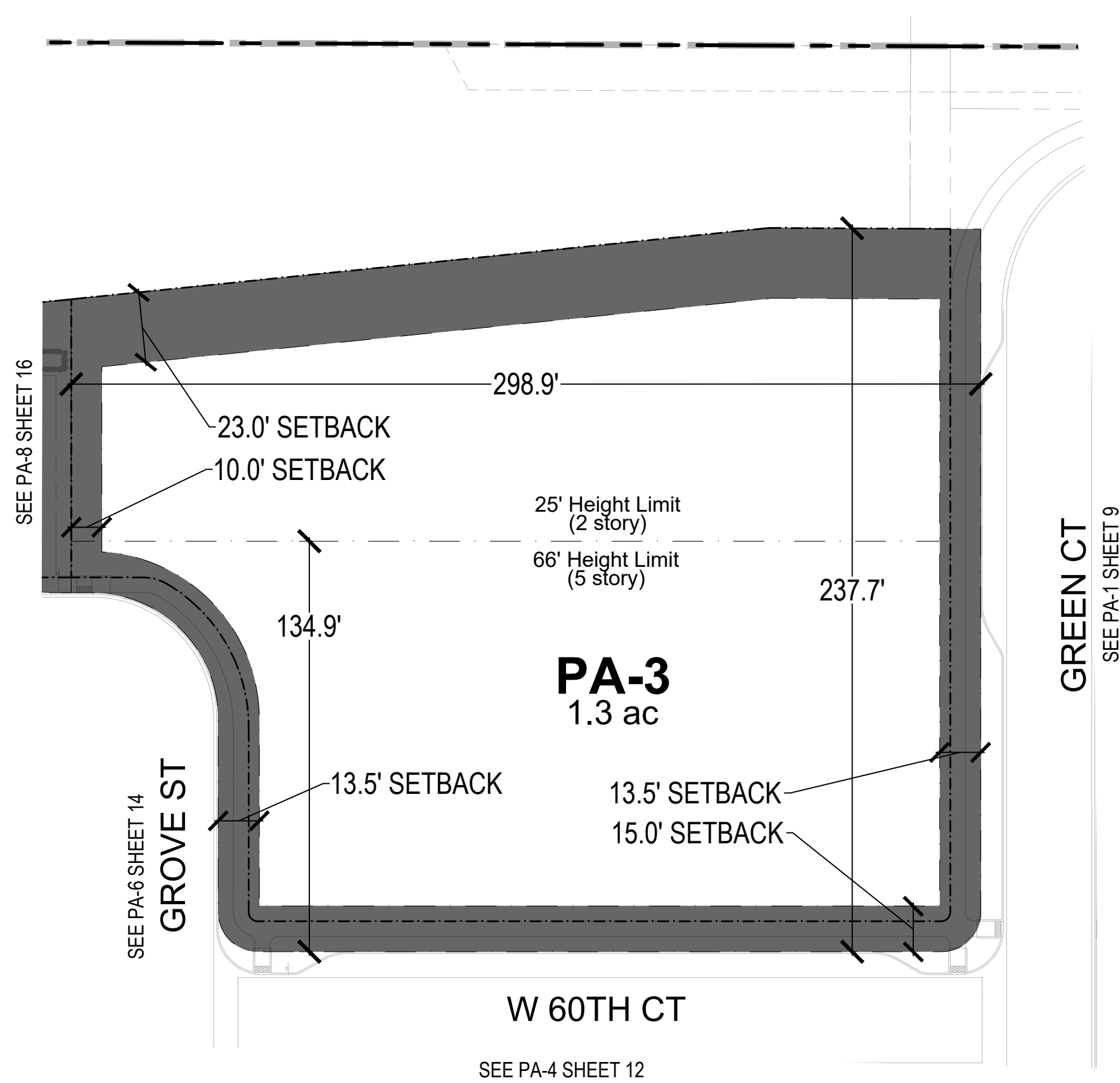
AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



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## PA-3 SITE PLAN



PA-3 DEVELOPMENT STANDARDS								
HOUSING TYPE	PA-3 LOT SIZE	PA-3 MAXIMUM UNITS	NORTH PERIMETER SETBACK	SOUTH PERIMETER SETBACK	EAST PERIMETER SETBACK	WEST PERIMETER SETBACK	MAXIMUM BUILDING HEIGHT (1)	FLOOR AREA RATIO
MULTI-FAMILY	1.3 ac	98	23'-0"	15'-0"	13'-6"	13'-6" (N Grove St) 10'-0" (Side)	66'-0" (5 Story)	1.5 - 5.0

**Development Standard Notes:**

- The northern portion of the planning area has a maximum height restriction of 25'-0" (2 stories) and the southern portion is limited to 66'-0" (5 stories). Refer to site plan for details.

**PLANNING AREA - 3:**

PA-3 is intended to be mixed use with the possibility of ground floor commercial space along W 60th Court facing the park/open space. Buildings on the north side of PA-3 will be no higher than two stories. Buildings on the southern portion of PA-3 are intended to be residential, commercial and/or mixed-uses up to 5 stories.

**LAND USES:**

- Commercial/Mixed-Uses 0% - 8% (of Gross Building Area)
- Residential 92% - 100% (of Gross Building Area)

**PARKING RATIO:**

Use	Min Parking Ratio	Max Parking Ratios
Residential	1 spaces per unit	2 spaces per unit
Non-Res	2 spaces per 1,000 sq. ft.	8 spaces per 1,000 sq. ft.

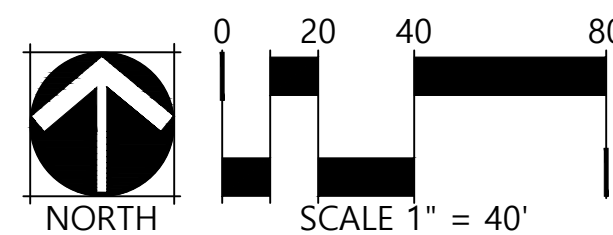
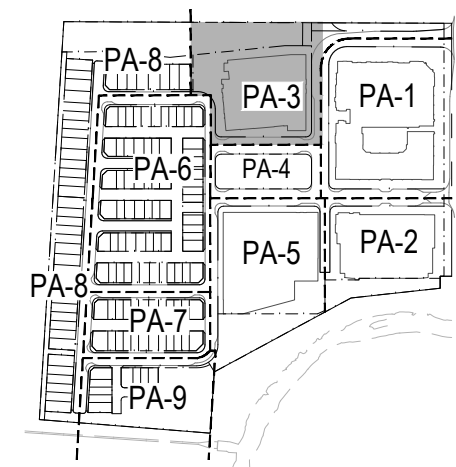
**PLACEMAKING CONSIDERATIONS:**

This planning area is envisioned as a high density, mixed-use parcel blending multi-family residential with possible retail and commercial uses. The predominant street type will be urban in nature. The area tree lawn between the street and five foot detached walks will be planted with canopy trees, shrubs and ornamental grasses. Bump outs at intersections will increase pedestrian safety and promote walkability. On-street parking is provided on both sides of the street where curb cuts, utilities and other constraints allow for parking to occur. All private streets will be owned and maintained by a Metro District.

The architecture will be highly visible and will require a high level of design on all four sides with quality materials to create an inviting street scene. Architectural details that will drive the design of the mixed-use buildings can be found on sheets 4 - 5 of this document.

To compliment the architecture, the landscape will also be held to a high standard of design. The landscape will incorporate consistent site furnishings, plant material and design elements that create a distinct but unified neighborhood. For additional landscape standards, please refer to sheets 6 - 7 of this document.

KEY MAP 1" = 500'



**LEGEND**

- PROPERTY BOUNDARY
- PLANNING AREA BOUNDARY
- SETBACK AREA

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME  
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14034 SOUTH 145th EAST  
DRAPER, UT 84020

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**DRAFT**

SHEET TITLE:  
PA-3  
SITE PLAN

# CLEAR CREEK TRANSIT VILLAGE

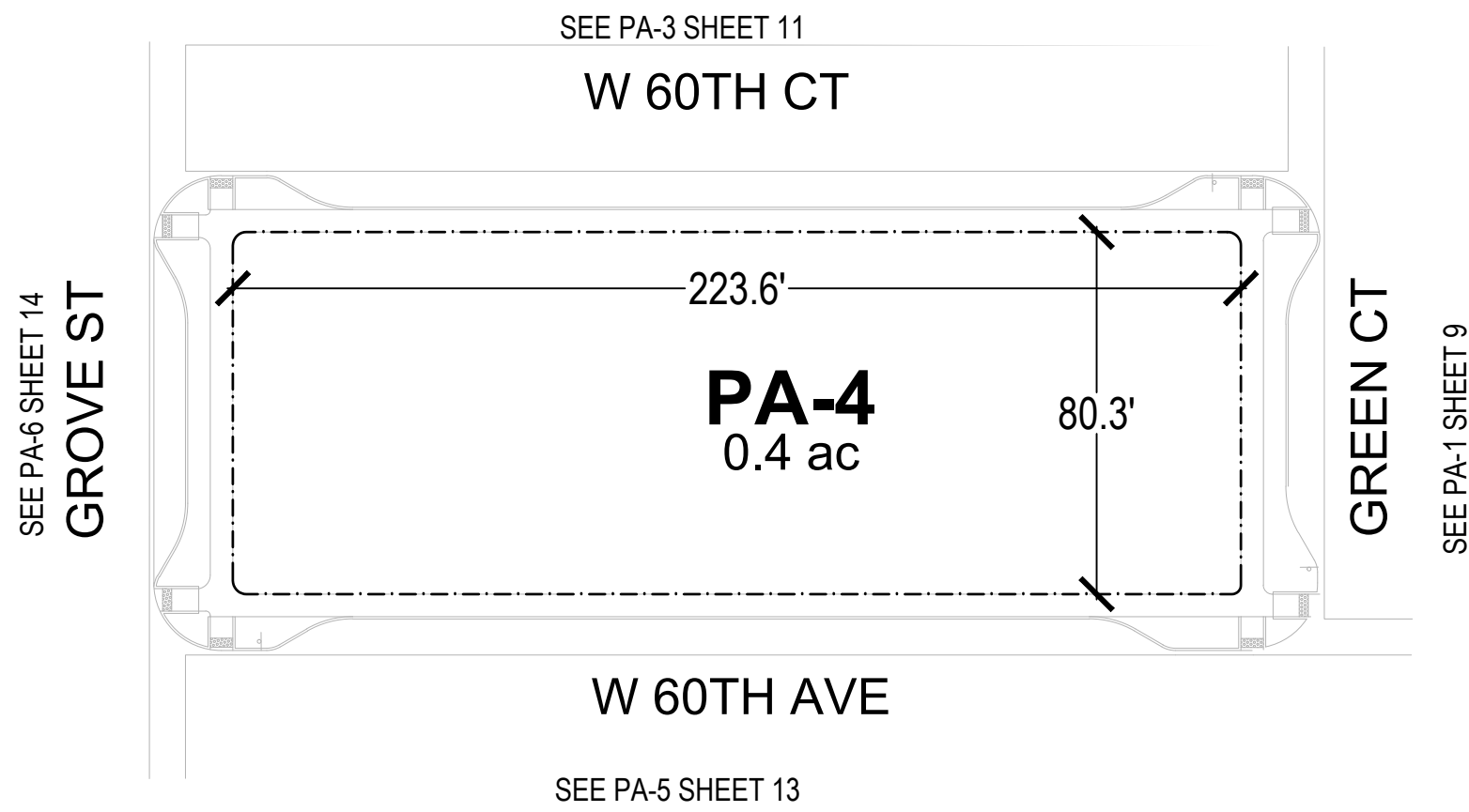
AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011

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## PA-4 SITE PLAN



PA-4 DEVELOPMENT STANDARDS							
PA-4 LOT SIZE	PA-4 MAXIMUM DENSITY	NORTH PERIMETER SETBACK (1)	SOUTH PERIMETER SETBACK (1)	EAST PERIMETER SETBACK (1)	WEST PERIMETER SETBACK (1)	MAXIMUM BUILDING HEIGHT (3)	FLOOR AREA RATIO
0.4 ac	N/A	0'-0"	0'-0"	0'-0"	0'-0"	25'-0" (2 Story)	N/A

**Development Standard Notes:**

- All overhead structures, such as but not limited to, gazebos, shade structures, pergolas or similar structures will be setback a minimum of ten feet (10') from PA boundary.

**PLANNING AREA - 4:**

PA-4 is intended to be a public park/open space for the community.

**LAND USES:**

- Park/Open Space 100% (of PA area)

**PLACEMAKING CONSIDERATIONS:**

The Village Green is intended to provide a place of relaxation and relief for the future residences of the community. A wide ranges of amenities should be included to insure an equitable variety is provided for the population. This could included, but not limited to, open turf area, splash pads, shade structures, small plaza with bistro tables, benches, playground for multiple age ranges, lighting (pedestrian and accent) and possible public art. The landscape will incorporate consistent site furnishings, plant material and design queue that create a distinct but unified neighborhood. For additional landscape standards, please refer to sheets 8 and 9 of this document.

The perimeter is envisioned to have on-street parking with mostly 5' attached walks and bump outs at the intersections to increase pedestrian safety and promote walkability.

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME

CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK OOF I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

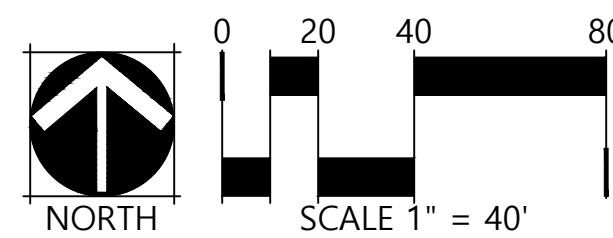
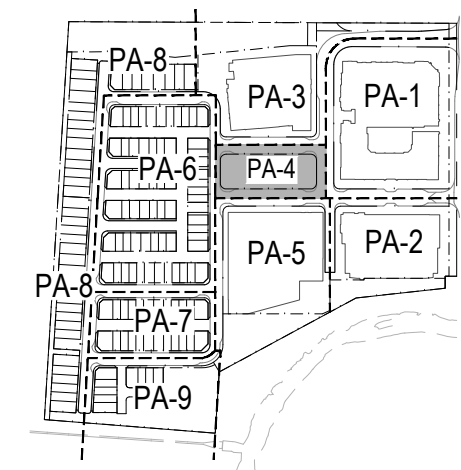
NOT FOR  
CONSTRUCTION

DATE:  
FDP-01: 03/16/2023  
FDP-02: 07/07/2023  
FDP-03: 10/23/2023  
FDP-04: 02/08/2024

**DRAFT**

SHEET TITLE:  
PA-4  
SITE PLAN

KEY MAP 1" = 500'



**LEGEND**

- PROPERTY BOUNDARY
- PLANNING AREA BOUNDARY
- SETBACK AREA

# CLEAR CREEK TRANSIT VILLAGE

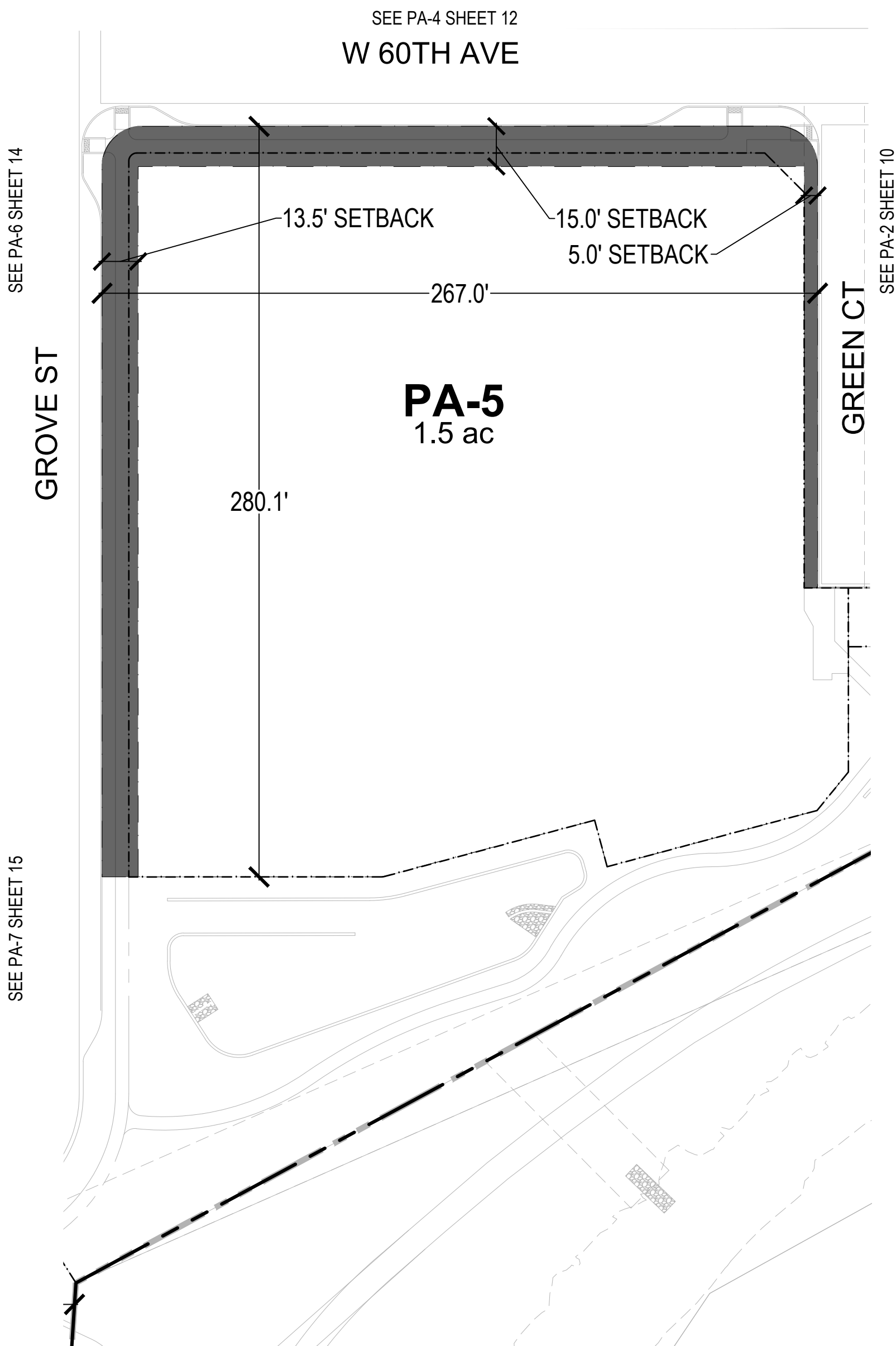
AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011

**NORRIS DESIGN**  
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1101 BANNOCK STREET  
DENVER, CO 80204  
P 303.892.1166

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## PA-5 SITE PLAN



SEE PA-6 SHEET 14

SEE PA-2 SHEET 10

SEE PA-7 SHEET 15

PA-5 DEVELOPMENT STANDARDS								
HOUSING TYPE	PA-5 LOT SIZE	PA-5 MAXIMUM UNITS	NORTH PERIMETER SETBACK	SOUTH PERIMETER SETBACK	EAST PERIMETER SETBACK	WEST PERIMETER SETBACK	MAXIMUM BUILDING HEIGHT	FLOOR AREA RATIO
MULTI-FAMILY	1.5 ac	255	15'-0"	0'-0"	5'-0"	13'-6"	95'-0" (7 Story)	1.5 - 5.0

### PLANNING AREA - 5:

PA-5 is intended to be mixed use with the possibility of ground floor commercial space along W 60th Ave facing the park/open space. Building floors 1-7 are intended to be occupied by residential, commercial and/or mixed-uses.

### LAND USES:

- Commercial/Mixed-Uses      0% - 5% (of Gross Building Area)
- Residential                      95% - 100% (of Gross Building Area)

### PARKING RATIO:

Use	Min Parking Ratio	Max Parking Ratios
Residential	1 spaces per unit	2 spaces per unit
Non-Res	2 spaces per 1,000 sq. ft.	8 spaces per 1,000 sq. ft.

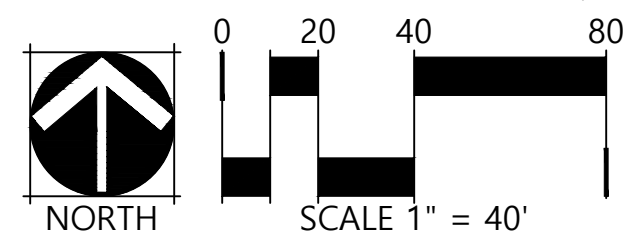
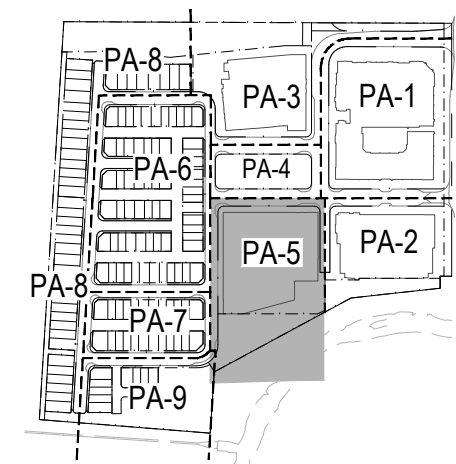
### PLACEMAKING CONSIDERATIONS:

This planning area is envisioned as a high density, mixed-use parcel blending multi-family residential with possible retail and commercial uses. The predominant street type will be urban in nature. The area tree lawn between the street and five foot detached walks will be planted with canopy trees, shrubs and ornamental grasses. Bump outs at intersections will increase pedestrian safety and promote walkability. On-street parking is provided on both sides of the street where curb cuts, utilities and other constraints allow for parking to occur. All private streets will be owned and maintained by a Metro District.

The architecture will be highly visible and will require a high level of design on all four sides with quality materials to create an inviting street scene. Architectural standards that will drive the design of the mixed-use buildings can be found on sheets 4 - 5 of this document.

To compliment the architecture, the landscape will also be held to a high standard of design. The landscape will incorporate consistent site furnishings, plant material and design elements that create a distinct but unified neighborhood. For additional landscape standards, please refer to sheets 6 - 7 of this document.

KEY MAP 1" = 500'



### LEGEND

- PROPERTY BOUNDARY
- PLANNING AREA BOUNDARY
- SETBACK AREA

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME  
CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK OOF I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

NOT FOR  
CONSTRUCTION

DATE:  
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**DRAFT**

SHEET TITLE:  
PA-5  
SITE PLAN

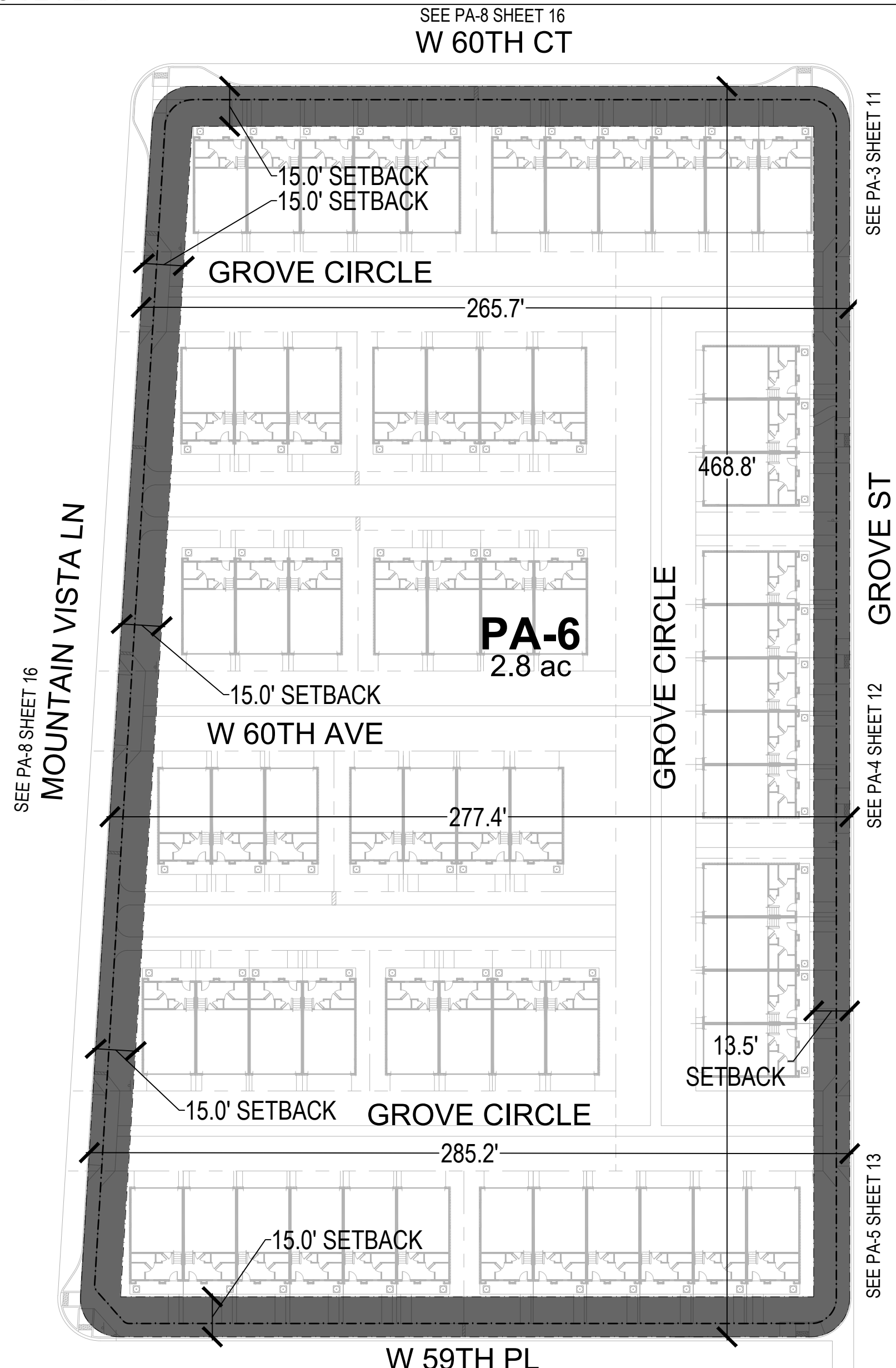
# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



## PA-6 SITE PLAN



HOUSING TYPE	MINIMUM LOT SIZE	MINIMUM LOT WIDTH	PA-6 MAXIMUM UNITS	MINIMUM FRONT YARD SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM SIDE YARD SETBACK	MAXIMUM BUILDING HEIGHT (2)	MAXIMUM LOT COVERAGE
SINGLE FAMILY ATTACHED REAR LOAD	945 sq	20'-0"	64	10'-0"	0'-0"	5'-0" Exterior Wall 0'-0" Interior Wall	35'-0" (3 Story)	85%

### ARCHITECTURAL STANDARDS

PA-6 is intended to be single family attached residential use with buildings up to 3 stories.

### LAND USES:

- Residential 100% (of PA area)

### PARKING RATIO:

Use	Min Parking Ratio	Max Parking Ratios
Residential	1 spaces per unit	2 spaces per unit

### PLACEMAKING CONSIDERATIONS:

This planning area is envisioned as a medium density residential block. The predominant street type will be residential in nature with five foot attached walks and bump outs at intersections to increase pedestrian safety and promote walkability. On-street parking is provided on one side of the street where access, utilities and other constraints allow for it to occur. All private streets will owned and maintained by a Metro District.

The architecture for this parcel is transitioning to the lower building heights found on the west side of the community. To continue the spirit of the neighborhood, massing and materials are to appear woven together with other architectural elements. Architectural standards that will drive the design of the residential buildings can be found on sheets 4 - 5 of this document.

To compliment the architecture, the landscape will also be held to a high standard of design. The landscape will incorporate consistent site furnishings, plant material and design elements that create a distinct but unified neighborhood. For additional landscape standards, please refer to sheets 6 - 7 of this document.

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME  
CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK COOP I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

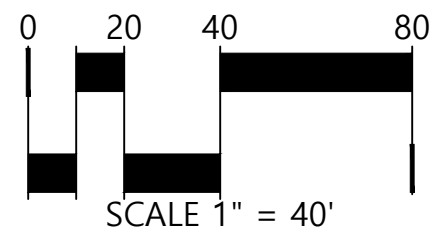
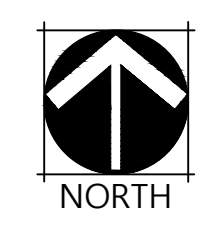
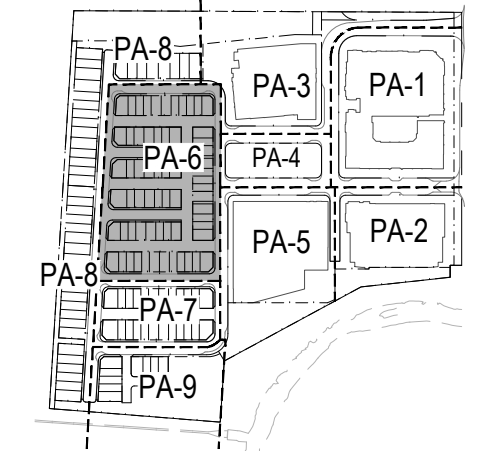
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FDP-03: 10/23/2023  
FDP-04: 02/08/2024

**DRAFT**

SHEET TITLE:  
PA-6  
SITE PLAN

KEY MAP 1" = 500'



LEGEND

	PROPERTY BOUNDARY
	PLANNING AREA BOUNDARY
	SETBACK AREA

CHECKED BY:  
DRAWN BY:  
XX

# CLEAR CREEK TRANSIT VILLAGE

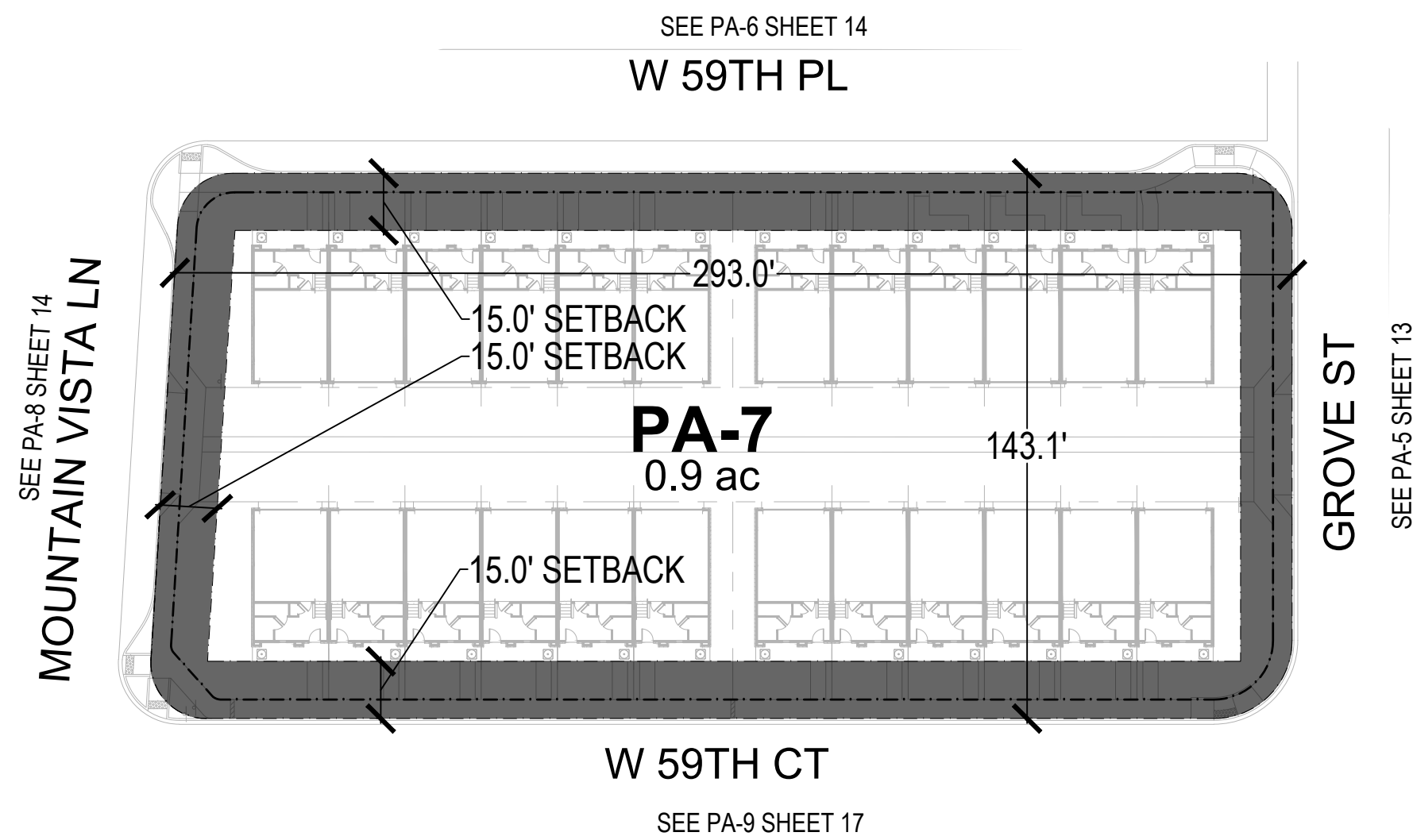
AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

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PRC2023-00011

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## PA-7 SITE PLAN



### PA-7 DEVELOPMENT STANDARDS

HOUSING TYPE	MINIMUM LOT SIZE	MINIMUM LOT WIDTH	PA-7 MAXIMUM UNITS	MINIMUM FRONT YARD SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM SIDE YARD SETBACK	MAXIMUM BUILDING HEIGHT	MAXIMUM LOT COVERAGE
SINGLE FAMILY ATTACHED REAR LOAD	945 sq	20'-0"	24	10'-0"	0'-0"	5'-0" Exterior Wall 0'-0" Interior Wall	35'-0" (3 Story)	85%

#### PLANNING AREA - 7:

PA-7 is intended to be single family attached residential use with buildings up to 3 stories.

#### LAND USES:

- Residential 100% (of PA area)

#### PARKING RATIO:

Use	Min Parking Ratio	Max Parking Ratios
Residential	1 spaces per unit	2 spaces per unit

#### PLACEMAKING CONSIDERATIONS:

This planning area is envisioned as a medium density residential block. The predominant street type will be residential in nature with five foot attached walks and bump outs at intersections to increase pedestrian safety and promote walkability. On-street parking is provided on one side of the street where access, utilities and other constraints allow for it to occur. All private streets will owned and maintained by a Metro District.

The architecture for this parcel is transitioning to the lower building heights found on the west side of the community. To the continue the spirit of the neighborhood, massing and materials are to appear woven together with other architectural elements. Architectural standards that will drive the design of the residential buildings can be found on sheets 4 - 5 of this document.

To compliment the architecture, the landscape will also be held to a high standard of design. The landscape will incorporate consistent site furnishings, plant material and design elements that create a distinct but unified neighborhood. For additional landscape standards, please refer to sheets 6 - 7 of this document.

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME

CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK OOF I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

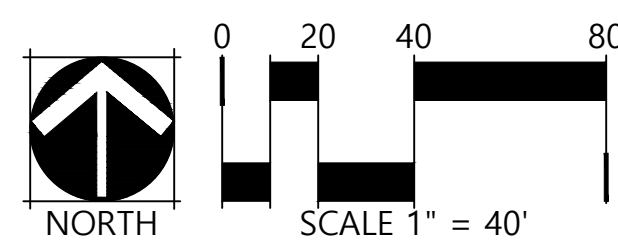
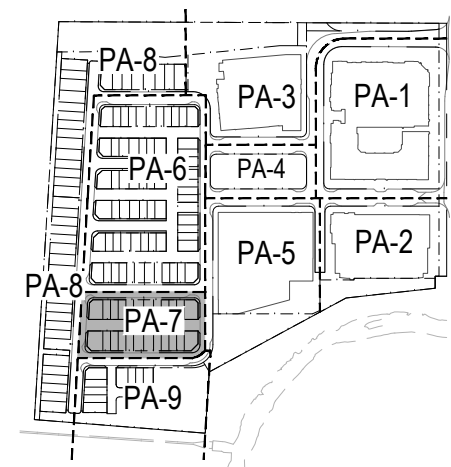
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FDP-02: 07/07/2023  
FDP-03: 10/23/2023  
FDP-04: 02/08/2024

**DRAFT**

SHEET TITLE:  
PA-7  
SITE PLAN

KEY MAP 1" = 500'



#### LEGEND

- PROPERTY BOUNDARY
- PLANNING AREA BOUNDARY
- SETBACK AREA



# CLEAR CREEK TRANSIT VILLAGE

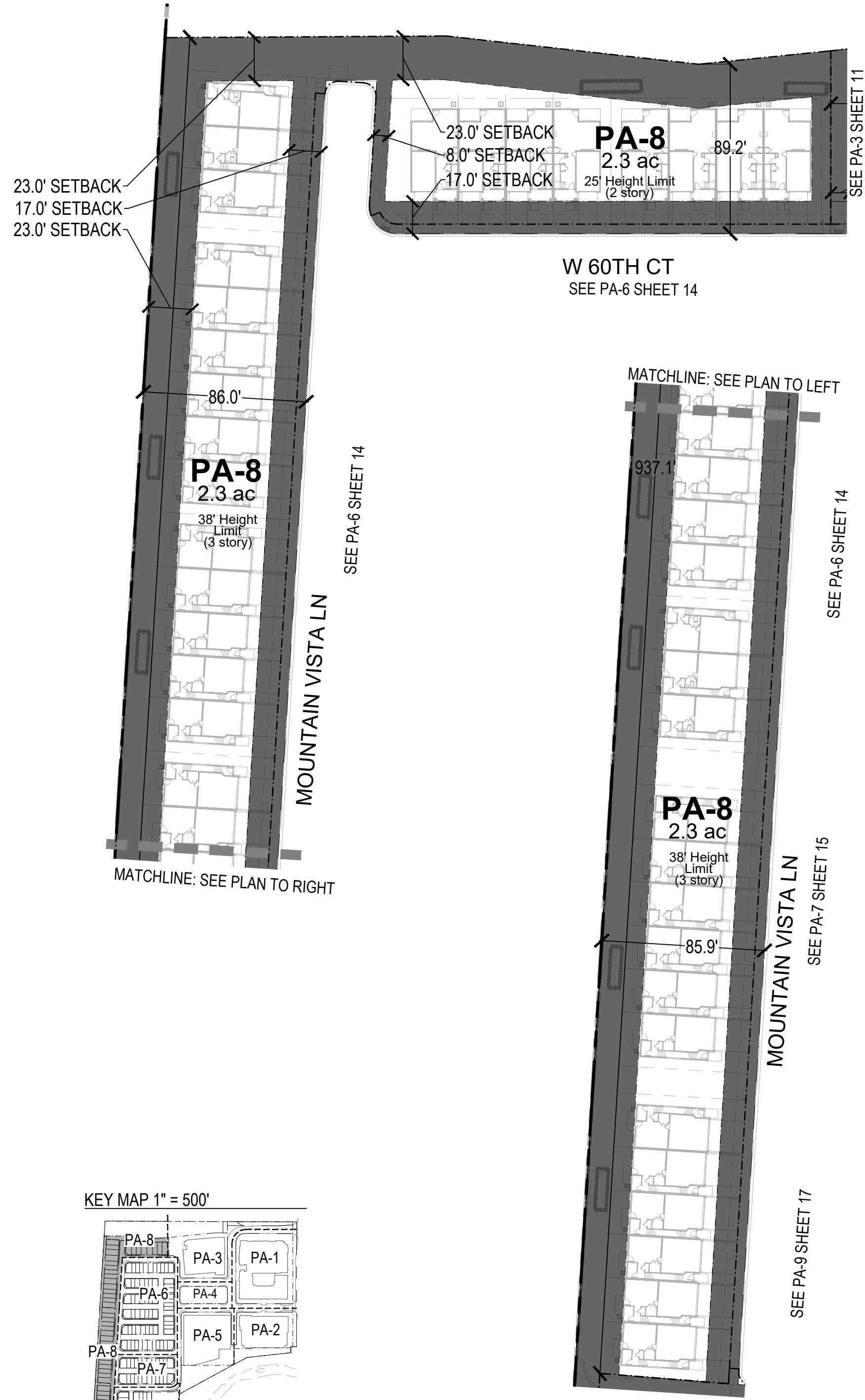
AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011

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## PA-8 SITE PLAN



PA-8 DEVELOPMENT STANDARDS								
HOUSING TYPE	MINIMUM LOT SIZE	MINIMUM LOT WIDTH	PA-8 MAXIMUM UNITS	MINIMUM FRONT YARD SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM SIDE YARD SETBACK	MAXIMUM BUILDING HEIGHT (1)	MAXIMUM LOT COVERAGE
SINGLE FAMILY ATTACHED FRONT LOAD	1,560 sq	23'-0"	43	17'-0"	5'-0"	3'-6" Exterior Wall 0'-0" Interior Wall	35'-0" (3 Story)	75%
SINGLE FAMILY ATTACHED REAR LOAD	1,040 sq	20'-0"		10'-0"	0'-0"	5'-0" Exterior Wall 0'-0" Interior Wall	35'-0" (3 Story)	85%

**Development Standard Notes:**

- The western portion of the planning area has a maximum height restriction of 35'-0" (3 stories) and the northern portion is limited to 25'-0" (2 stories). Refer to site plan for details.

**PLANNING AREA - 8:**

PA-8 is intended to be single family attached residential use with buildings up to 3 stories on the western edge and up to 2 stories on the northwestern edge of the site, including garages accessed off of Mountain Vista Lane and West 60th Court.

**LAND USES:**

- Residential 100% (of PA area)

**PARKING RATIO:**

Use	Min Parking Ratio	Max Parking Ratios
Residential	1 spaces per unit	2 spaces per unit

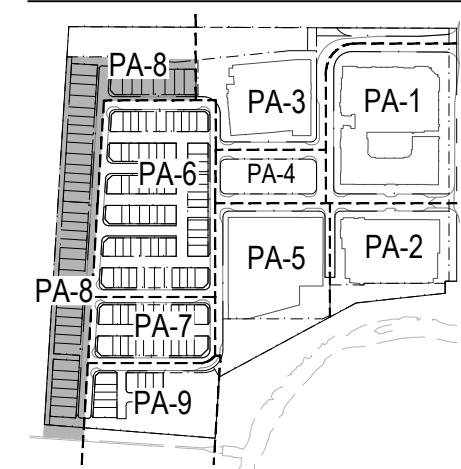
**PLACEMAKING CONSIDERATIONS:**

This planning area is envisioned as a medium density residential block. The predominant street type will be residential in nature with five foot attached walks and bump outs at intersections to increase pedestrian safety and promote walkability. On-street parking is provided on one side of the street where access, utilities and other constraints allow for it to occur. All private streets will owned and maintained by a Metro District.

The architecture for this parcel contains of lower building heights consistent with single family attached homes. To the continue the spirit of the neighborhood, massing and materials are to appear woven together with other architectural elements. Architectural standards that will drive the design of the residential buildings can be found on sheets 4 - 5 of this document.

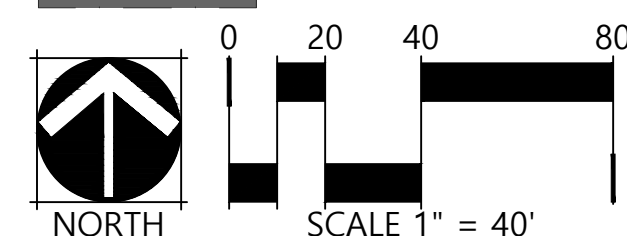
To compliment the architecture, the landscape will also be held to a high standard of design. The landscape will incorporate consistent site furnishings, plant material and design elements that create a distinct but unified neighborhood. For additional landscape standards, please refer to sheets 6 - 7 of this document.

**KEY MAP 1" = 500'**



**LEGEND**

- MATCH LINE
- PROPERTY BOUNDARY
- PLANNING AREA BOUNDARY
- SETBACK AREA



CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME

CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK COOP, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

NOT FOR  
CONSTRUCTION

DATE:  
FDP-01: 03/16/2023  
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FDP-03: 10/23/2023  
FDP-04: 02/08/2024

**DRAFT**

SHEET TITLE:  
PA-8  
SITE PLAN

# CLEAR CREEK TRANSIT VILLAGE

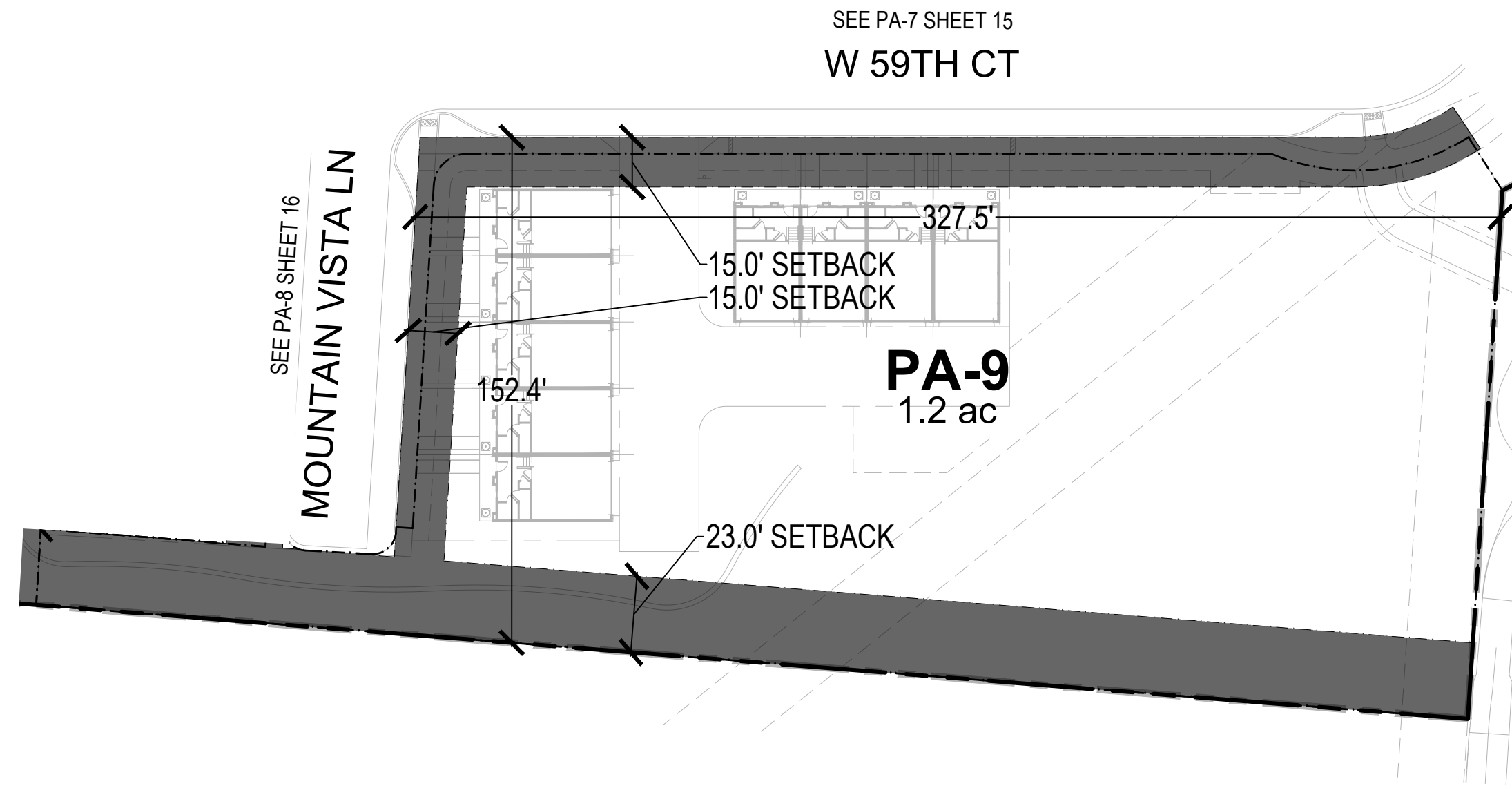
AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011

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DENVER, CO 80204  
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## PA-9 SITE PLAN



### PA-9 DEVELOPMENT STANDARDS

HOUSING TYPE	MINIMUM LOT SIZE	MINIMUM LOT WIDTH	PA-9 MAXIMUM UNITS	MINIMUM FRONT YARD SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM SIDE YARD SETBACK	MAXIMUM BUILDING HEIGHT	MAXIMUM LOT COVERAGE
SINGLE FAMILY ATTACHED REAR LOAD	945 sq	20'-0"	9	10'-0"	0'-0"	5'-0" Exterior Wall 0'-0" Interior Wall	35'-0" (3 Story)	85%

#### PLANNING AREA - 9:

PA-9 is intended to be single family attached residential use with buildings up to 3 stories.

#### LAND USES:

- Residential 100% (of PA area)

#### PARKING RATIO:

Use	Min Parking Ratio	Max Parking Ratios
Residential	1 spaces per unit	2 spaces per unit

#### PLACEMAKING CONSIDERATIONS:

This planning area is envisioned as a medium density residential block. The predominant street type will be residential in nature with five foot attached walks and bump outs at intersections to increase pedestrian safety and promote walkability. On-street parking is provided on one side of the street where access, utilities and other constraints allow for it to occur. All private streets will owned and maintained by a Metro District.

The architecture for this parcel contains of lower building heights consistent with single family attached homes. To the continue the spirit of the neighborhood, massing and materials are to appear woven together with other architectural elements. Architectural standards that will drive the design of the residential buildings can be found on sheets 4 - 5 of this document.

To compliment the architecture, the landscape will also be held to a high standard of design. The landscape will incorporate consistent site furnishings, plant material and design elements that create a distinct but unified neighborhood. For additional landscape standards, please refer to sheets 6 - 7 of this document.

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME  
CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK COOP I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

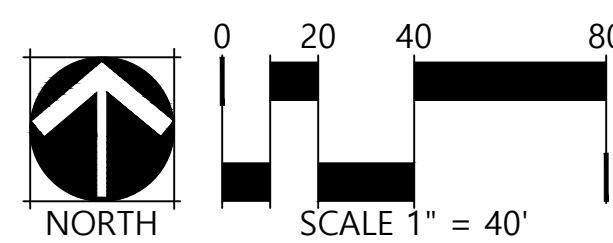
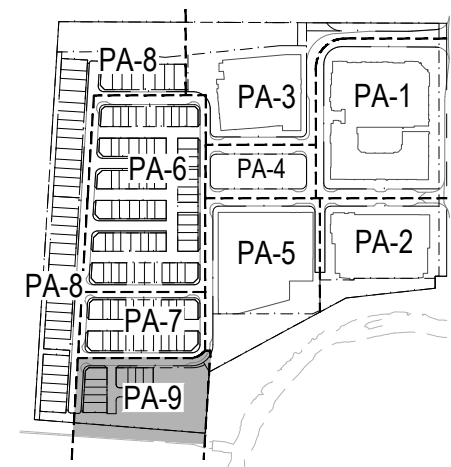
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FDP-03: 10/23/2023  
FDP-04: 02/08/2024

**DRAFT**

SHEET TITLE:  
PA-9  
SITE PLAN

KEY MAP 1" = 500'



#### LEGEND

- PROPERTY BOUNDARY
- PLANNING AREA BOUNDARY
- SETBACK AREA

# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO

## PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

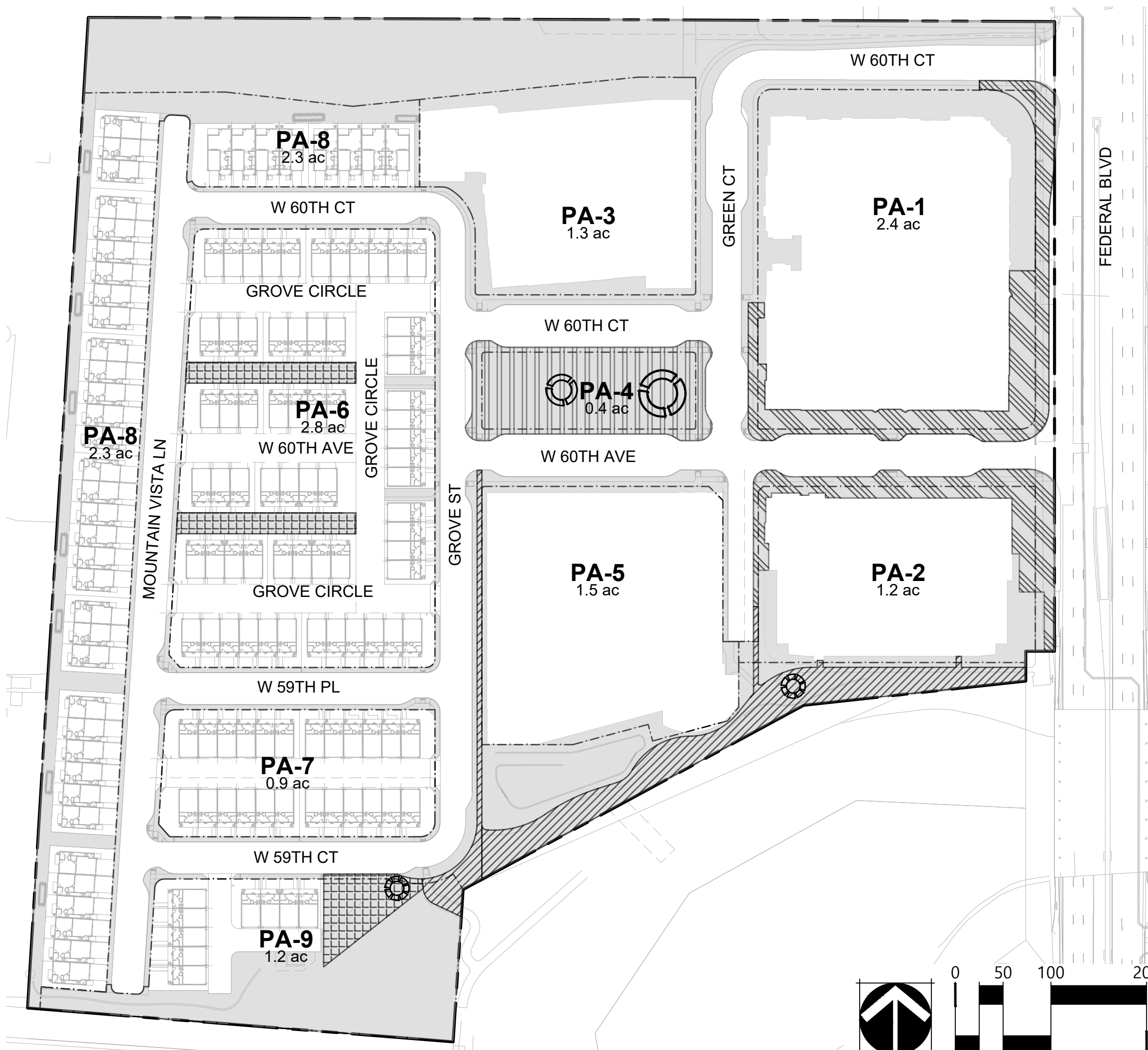
CASE NUMBER:  
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1101 BANNOCK STREET  
DENVER, CO 80204  
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### OPEN SPACE AND ACTIVE RECREATION PLAN



#### VILLAGE GREEN ACTIVE OPEN SPACE PROGRAM ELEMENTS (0.5 ac)

The Village Green will serve as an outdoor living room for the entire community and will be a true destination. The central location is easily accessible to all residences and provides a wide range of active and passive recreational uses. A large turf play area and plaza space will facilitate informal neighborhood interactions while also allowing for larger planned community events. To bridge to residential with mixed-uses, the Village Green will also provide site furniture and other amenities typical to urban parks. Site furnishings will reflect colors and materials incorporated in surrounding architecture. Below are active program elements and amenities that can be expected to activate this area.

##### Required Program Elements

- 2,500 square feet of playground surfacing (min)
- Swingset (minimum of two swings, with a minimum of one bucket-style seat)
- A minimum of one 2-5 age play equipment
- A minimum of one 5-12 age play equipment
- Internal Pedestrian Circulation
- Primary Park Plaza (see definition sh 6)
  - A minimum of 1,000 square feet of paving area. Enhanced Paving Surfaces are required for 100% of Primary Park Plaza. (see Enhanced Paving Surfaces definition sh 6)
  - A minimum of one 500 square foot shade shelter is required
  - Seating with table surfaces, and a minimum of three different seating locations are required
  - Landscape Lighting is required
- Secondary Plaza (see definition sh 6)
  - A minimum of 500 square feet of paving area. Enhanced Paving Surfaces are required for a minimum of 50% of the Secondary Plaza.
  - A minimum of two seating options, benches are encouraged
  - Landscape Lighting is required
- Open Turf Lawn

##### Optional Program Elements

- Splash Pads
- Wayfinding Signage
- Public Art

#### MIXED-USE STREETScape ACTIVE OPEN SPACE PROGRAM ELEMENTS (0.8 ac)

To create an active front door for the community, the mixed-use retail area will feature a variety of urban streetscape elements to encourage economic development. This is a primary multi-modal pedestrian corridor along Federal Blvd as well as linking Federal Blvd to the heart of the community, the Village Green. Below are program elements and amenities to create an engaging mixed-use experience.

##### Required Program Elements

- Enhanced Paving (adjacent to W 60th Ave and Federal Blvd)
- Tables (required adjacent to sales and services uses)
- Sales Display Area (required adjacent to sales and services uses)
- Multi-Family Entry Courtyards (two benches and one trash receptacle per main building entrance)
- Landscape Lighting
- Public Art

##### Optional Program Elements

- Wayfinding Signage

#### CLEAR CREEK ACTIVE OPEN SPACE PROGRAM ELEMENTS (0.5 ac)

Clear Creek offers the residence of Clear Creek Transit Village a chance to appreciate nature and have an opportunity for a leisure stroll along internal pathways leading to viewpoints and areas of rest dotted along the corridor.

##### Required Program Elements

- Regional and Internal Pedestrian Circulation
- Clear Creek Trail Regional Connection
- Gathering Nodes (min two locations) (see definition sh 6)
  - A minimum of 150 square feet of paving area (Enhanced Paving Surfaces optional -see definition sh 7)
  - A minimum of 3 bicycle parking spaces
  - Locations for alternative transportation such as rental bicycle and scooter (optional)
  - Secondary Signage (optional)
- Seating (min of two locations, benches are encouraged)

##### Optional Program Elements

- Shade Structure (eighty sqft min)
- Landscape Lighting
- Wayfinding Signage
- Interpretive Signage
- Bicycle Repair Station
- Public Art
- Outdoor Fitness Stations (min of 3 stations)

#### GARDEN ACTIVE OPEN SPACE PROGRAM ELEMENTS (0.3 ac)

A garden level of open space program features further increases everyday interactions and socializing between residences. Garden courtyards provide a more intimate common space lined with front doors and porches that allows for paths to cross more frequently, as well as seating opportunities to sit and catch up with neighbors. A community garden will also provide a place work and learn alongside other neighbors and families with similar interests.

##### Required Program Elements

- Community Garden (min eight boxes each twenty sf)
- Garden Courtyard (common lawn, small plaza or seating area)

**LEGEND**

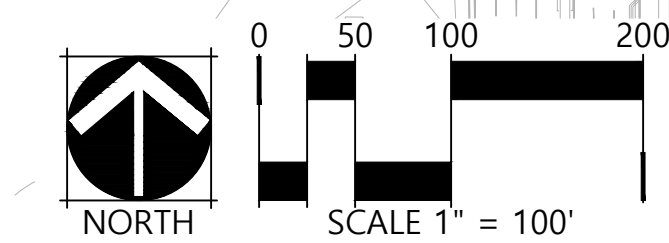
- OPEN SPACE AREA
- VILLAGE GREEN ACTIVE OPEN SPACE AREA
- MIXED-USE STREETScape ACTIVE OPEN SPACE AREA
- CLEAR CREEK ACTIVE OPEN SPACE AREA
- GARDEN ACTIVE OPEN SPACE AREA

- PRIMARY PLAZA (APPROX LOCATION) (SEE DEFINITION SH 6)
- SECONDARY PLAZA (APPROX LOCATION) (SEE DEFINITION SH 6)
- GATHERING NODE (APPROX LOCATION) (SEE DEFINITION SH 6)

OPEN SPACE SUMMARY				
SITE	OPEN SPACE REQUIRED (30% MIN)	OPEN SPACE PROVIDED	ACTIVE OPEN SPACE REQUIRED	ACTIVE OPEN SPACE PROVIDED
21.1 ACRES	6.3 ACRES	6.9 ACRES	1.6 ACRES	2.1 ACRES

- NOTES:**
1. Open space includes landscape buffer areas and private access drives.
  2. At least thirty percent (30%) of the site shall be open area (6.3 ac). Twenty five percent (25%) of that open area must be active open space (1.6 ac).
  3. Per Adams County definitions Chapter 11, active open space includes, but is not limited to, community amenities such as park, walks connecting to the regional Clear Creek Trail, plaza area in front of retail uses, Federal Blvd streetscape and walks connecting to multi-family entrances.

- OPEN SPACE REQUIREMENTS**
- A. Minimum 5% landscape area required within each planning area.
  - B. Minimum one tree per 1,000 square feet of landscape area (with the exception of PA-4).
  - C. Minimum one 5 gal. shrub or two 1 gal. perennials / groundcovers per 200 square feet of non-turf landscape area.
  - D. All landscape areas shall planted such that vegetative cover at plant maturity achieves a minimum 70% living coverage.
  - E. Turf is permitted where active recreational use is intended.



CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME  
CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK COOP L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

NOT FOR CONSTRUCTION

DATE:  
FDP-01: 03/16/2023  
FDP-02: 07/07/2023  
FDP-03: 10/23/2023  
FDP-04: 02/08/2024

**DRAFT**

SHEET TITLE:  
OPEN SPACE AND ACTIVE REC PLAN

CHECKED BY: XX  
DRAWN BY: XX

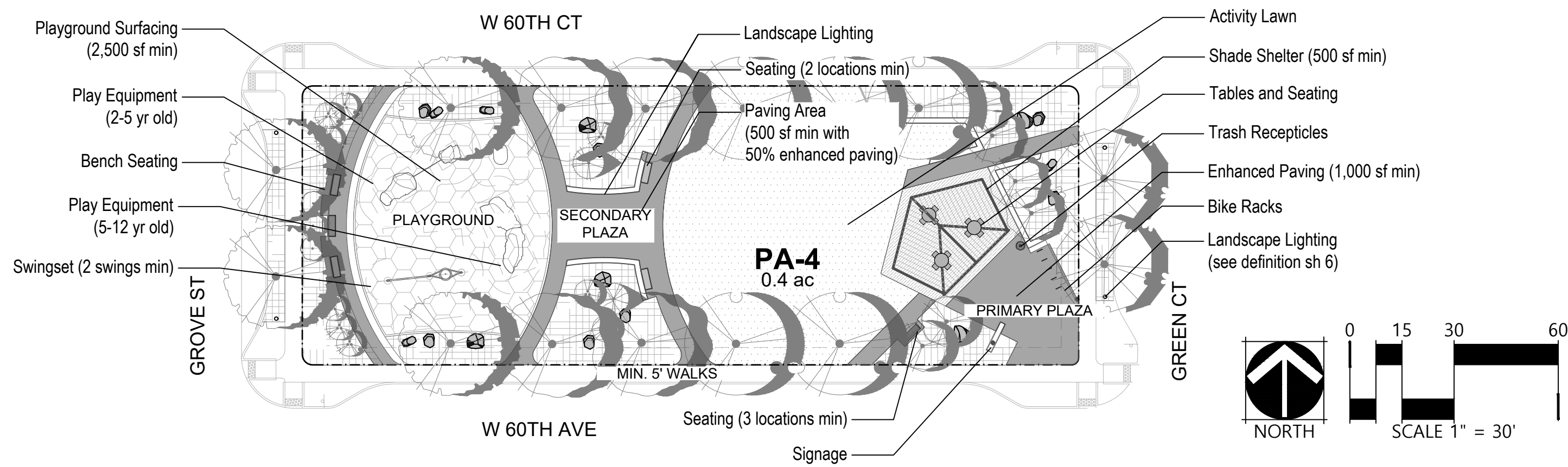
# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



## VILLAGE GREEN ACTIVE RECREATION CONCEPT (FINAL LAYOUT SUBJECT TO CHANGE)



### LEGEND

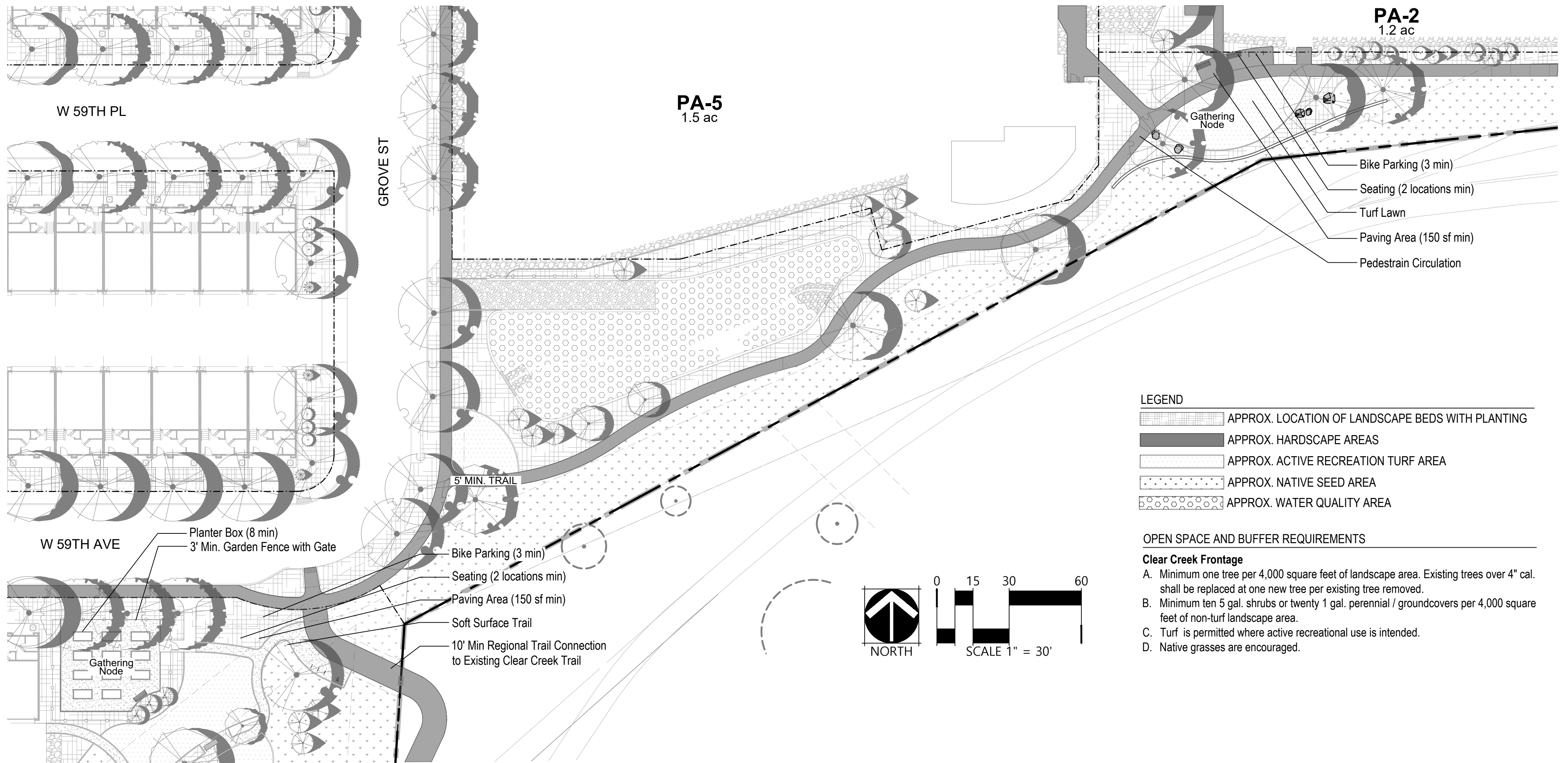
- APPROX. LOCATION OF LANDSCAPE BEDS WITH PLANTING
- APPROX. HARDSCAPE AREAS
- APPROX. ACTIVE RECREATION TURF AREA
- PLAYGROUND SURFACE

### OPEN SPACE AND BUFFER REQUIREMENTS

#### Village Green (PA-4)

- A. Minimum one 5 gal. shrub or two 1 gal. perennials / groundcovers per 200 square feet of non-turf landscape area.
- B. All landscape areas shall be planted such that vegetative cover at plant maturity achieves a minimum 70% living coverage.
- C. Street trees are required per Street Tree Plan located, refer to sheet 23. Additional trees are recommended within the Village Green to complement amenities and gathering spaces.
- D. Turf is permitted where active recreational use is intended.

## CLEAR CREEK FRONTAGE ACTIVE RECREATION CONCEPT (FINAL LAYOUT SUBJECT TO CHANGE)



### LEGEND

- APPROX. LOCATION OF LANDSCAPE BEDS WITH PLANTING
- APPROX. HARDSCAPE AREAS
- APPROX. ACTIVE RECREATION TURF AREA
- APPROX. NATIVE SEED AREA
- APPROX. WATER QUALITY AREA

### OPEN SPACE AND BUFFER REQUIREMENTS

#### Clear Creek Frontage

- A. Minimum one tree per 4,000 square feet of landscape area. Existing trees over 4" cal. shall be replaced at one new tree per existing tree removed.
- B. Minimum ten 5 gal. shrubs or twenty 1 gal. perennial / groundcovers per 4,000 square feet of non-turf landscape area.
- C. Turf is permitted where active recreational use is intended.
- D. Native grasses are encouraged.

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME  
CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK COOP I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

NOT FOR  
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DATE:  
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**DRAFT**

SHEET TITLE:  
ACTIVE  
RECREATION  
CONCEPTS

# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
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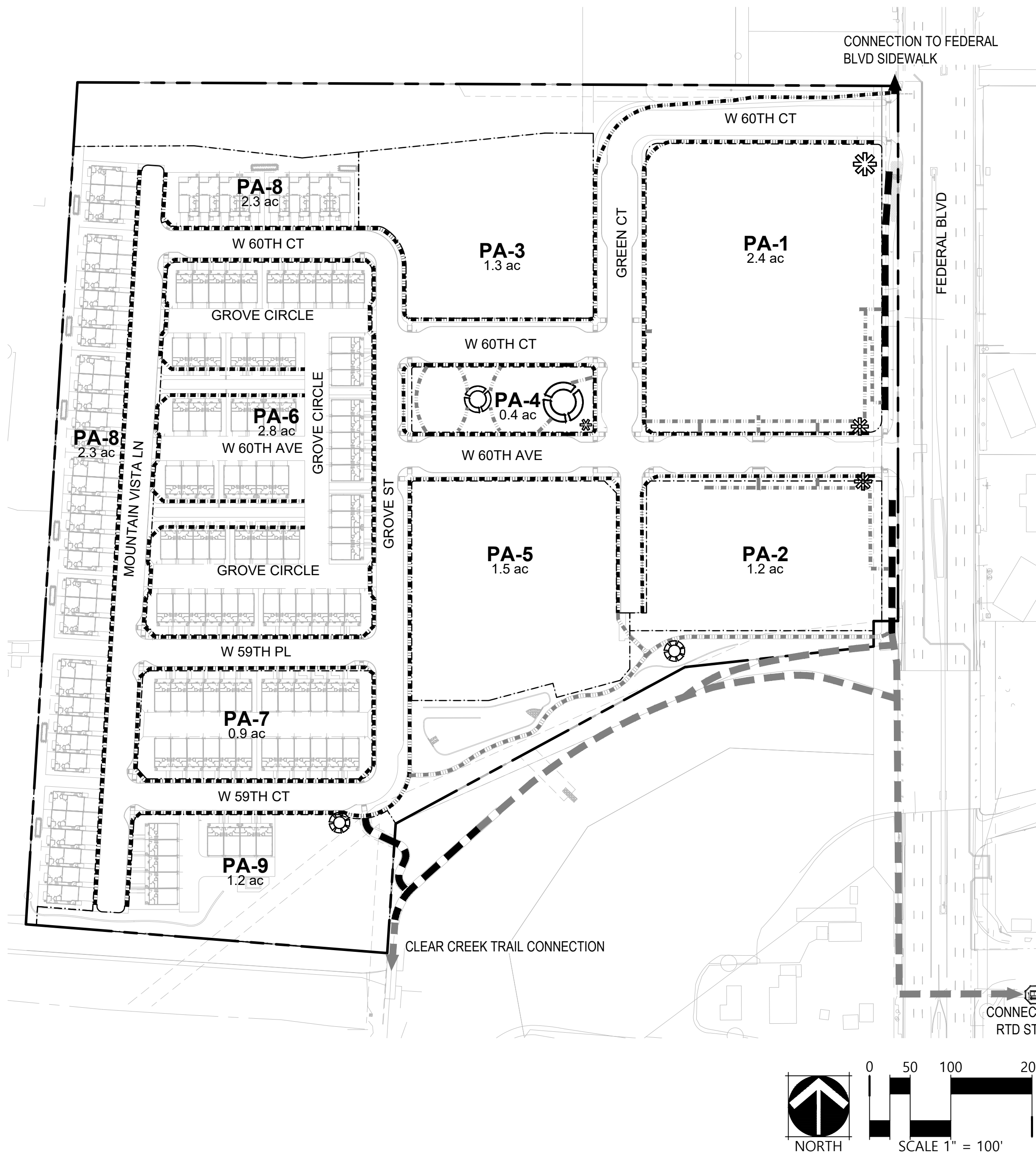


1101 BANNOCK STREET  
DENVER, CO 80204  
P 303.892.1166

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## PLACEMAKING, CIRCULATION, AND SIGNAGE PLAN

## PLACEMAKING CONSIDERATIONS:



**Mixed-Use Street Area:** The Mixed-Use Street Area is comprised of Planning Areas 1-5 and consists of higher-density (what is the DUA for MUSA) buildings and uses including residential and retail. These Planning Areas are generally located adjacent to Federal Boulevard within the eastern half of the Clear Creek Transit Village FDP. The Mixed-Use Street Area allows for a range of uses and emphasizes the pedestrian oriented nature of a TOD district. This area includes multi-modal connections including pedestrian access to transit across Federal Boulevard and the internal pedestrian network of the development, as well as access to the Clear Creek Trail to the south via a new trail connection. The proposed sidewalks meet the typical width standards of a minimum of 5 feet to allow for pedestrian movement and the roads provide the necessary travel lanes and on-street parking is provided where applicable.

**Townhome Street Area:** The Townhome Street Area is comprised of Planning Areas 6-9 and consists of moderate density townhomes and is strictly residential in nature. These Planning Areas are in the western half of the Clear Creek Transit Village FDP. This area includes multi-modal connections including pedestrian access to the internal pedestrian network of the development, as well as access to the Clear Creek Trail to the south via a new trail connection. To allow for greater traffic control within the Townhome Street Areas, street widths are approximately 33', including 26' of drive lanes and 7' wide parallel on-street parking located on one side of the street, and typically 5' attached sidewalks. Additional private parking is provided for in garages and driveways.

**Lighting:** Lighting will be provided by either wall mounted, pole mounted, bollard or a combination of to achieve a safe environment.

**Bicycle Parking:** Bicycle parking is encouraged throughout the project and shall be provided at all multi-family building entrances, W 59th Court Gathering Node and the Village Green Primary Plaza.

### CIRCULATION LEGEND

- SIDEWALK - 5' MIN. PEDESTRIAN (DETACHED)
- - - SIDEWALK - 5' MIN. PEDESTRIAN (ATTACHED)
- SIDEWALK - 5' MIN. PEDESTRIAN WALK / TRAIL (INTERNAL TO PLANNING AREAS, SEE NOTE BELOW)
- SIDEWALK / TRAIL - 8' MIN. PEDESTRIAN AND BIKE CONNECTION
- EXISTING PEDESTRIAN CIRCULATION
- CROSSWALK
- RTD LIGHT RAIL STATION

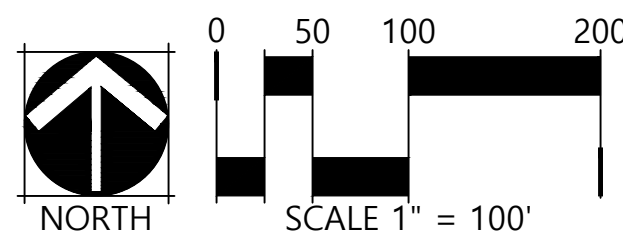
NOTE: WALKS INTERNAL TO PLANNING AREAS SHALL PROVIDE PEDESTRIAN ACCESS TO ALL INGRESS/EGRESS AND ACTIVE RECREATION AREAS - FINAL LOCATIONS MAY VARY.

### PLACEMAKING LEGEND

- PRIMARY PARK PLAZA (see definition sh 6)
- SECONDARY PLAZA (see definition sh 6)
- GATHERING NODE (see definition sh 6)

### SIGNAGE LEGEND

- PRIMARY PROJECT SIGNAGE - MONUMENT (see definition sh 7)
- PRIMARY PROJECT SIGNAGE - MONUMENT / WAYFINDING / INFO (see definition sh 6)
- SECONDARY SIGNAGE - WAYFINDING / INFO (Final locations to be determined in Final Landscape Plans) (see definition sh 7)



CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
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CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK COOP I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

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SHEET TITLE:  
PLACEMAKING,  
CIRCULATION, AND  
SIGNAGE PLAN

# CLEAR CREEK TRANSIT VILLAGE

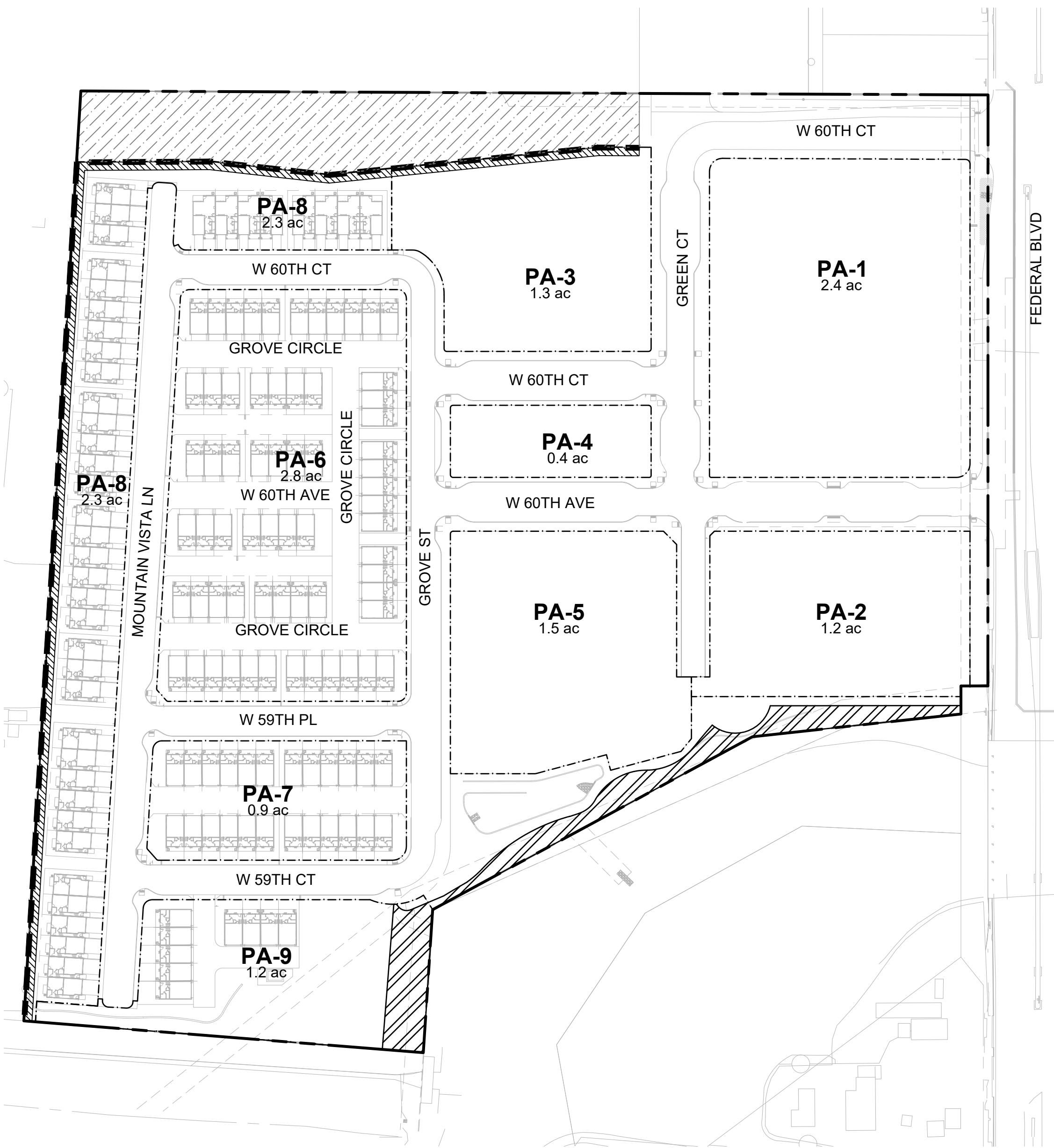
AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011

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DENVER, CO 80204  
P 303.892.1166

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## FENCE, BUFFER AND FRONTAGE PLAN



LANDSCAPE BUFFER AND FRONTAGE AREA CALCULATION			
AREA	REQUIREMENT CALCULATION	LENGTH / AREA	MINIMUM REQUIREMENT
NORTH BUFFER	1 EVERGREEN TREE PER 30 LF	876 LF	30 EVERGREEN TREES
WEST BUFFER	1 EVERGREEN TREE PER 30 LF	958 LF	32 EVERGREEN TREES
CLEAR CREEK FRONTAGE	1 TREE PER 4000 SF, 10 (5) GAL. SHRUBS OR 20 (1) GAL. PERENNIALS PER 4000 SF OF NON-TURF LANDSCAPE AREA	18,720 SF	5 TREES AND 47 SHRUBS OR 94 PERENNIALS

### BUFFER AND FRONTAGE REQUIREMENTS

#### North Landscape Buffer

- A. Minimum one evergreen tree per 30 linear feet
- B. Minimum six foot metal fence.

#### West Landscape Buffer

- A. Minimum one evergreen tree per 30 linear feet
- B. Minimum six foot metal fence.

#### Clear Creek Frontage

- A. Minimum one tree per 4,000 square feet of landscape area. Existing trees over 4" cal. shall be replaced at one new tree per existing tree removed.
- B. Minimum ten 5 gal. shrubs or twenty 1 gal. perennial / groundcovers per 4,000 square feet of non-turf landscape area.
- C. Turf is permitted where active recreational use is intended.
- D. Native grasses are encouraged.

CLEAR CREEK TRANSIT VILLAGE  
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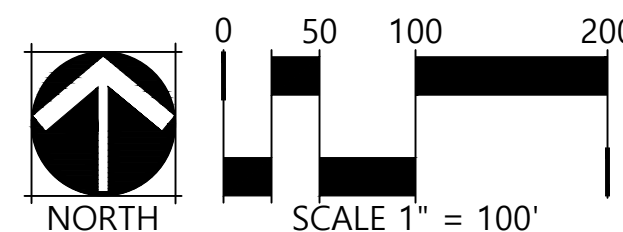
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SHEET TITLE:  
FENCE, BUFFER  
AND FRONTAGE  
PLAN

### LEGEND

- FENCE - 6' HT. MIN. METAL FENCE
- EXISTING LANDSCAPE BERM AND FENCE EASEMENT (BOOK 4701, PAGE 983 - ADAMS COUNTY CLERK AND RECORDER) - TO REMAIN AS IS
- PROPOSED WEST AND NORTH LANDSCAPE BUFFER AREA
- CLEAR CREEK FRONTAGE AREA (FINAL AREA MAY VARY)



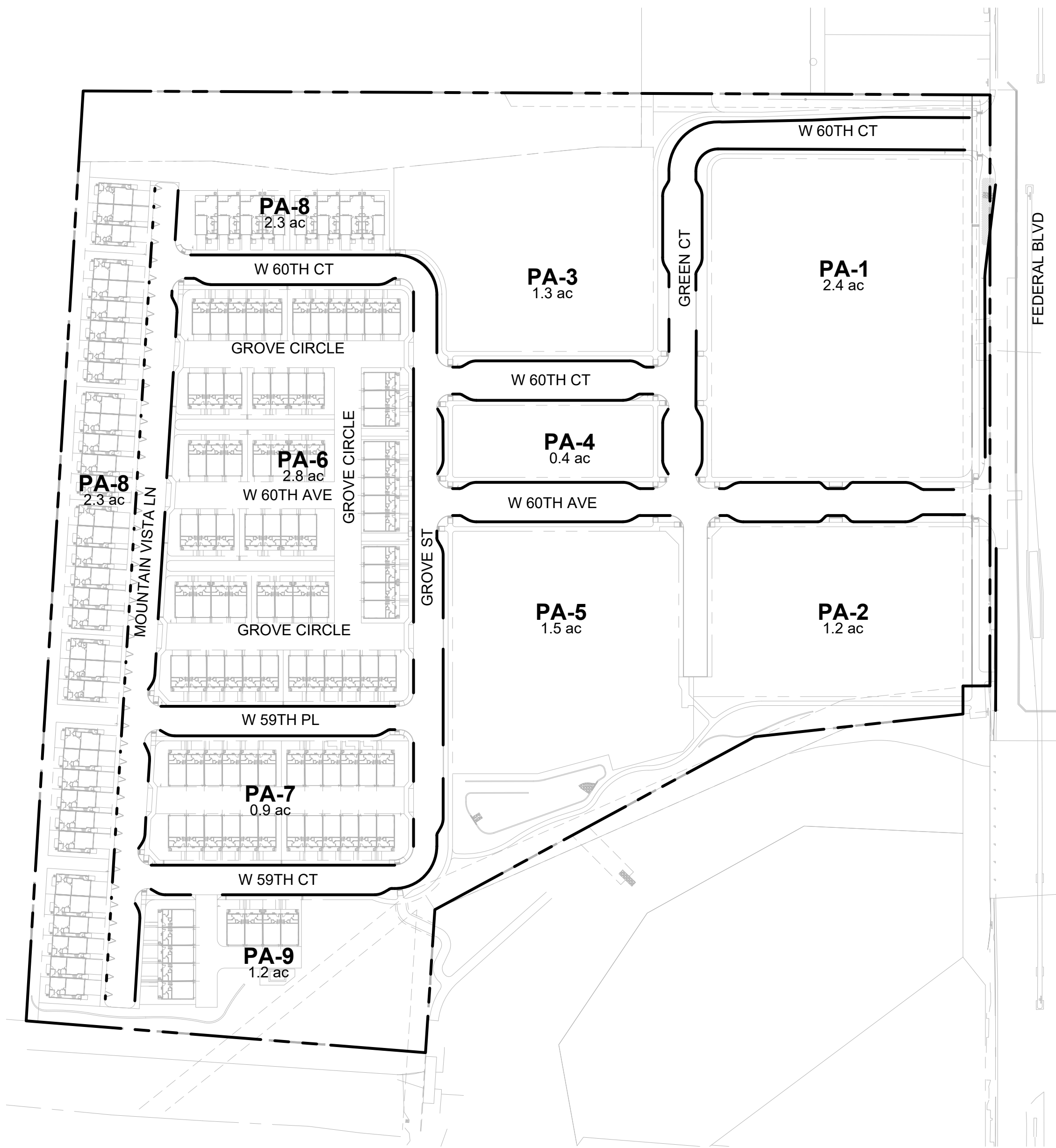
# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



## STREETSCAPE TREE REQUIREMENT PLAN

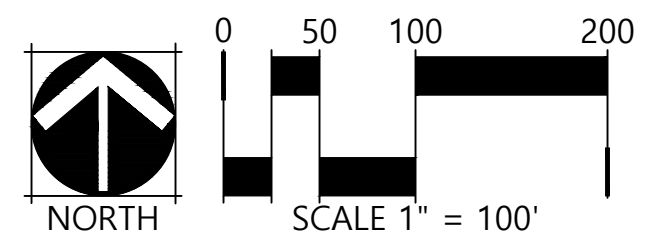


Standard Rights-of-Way Street Tree Table		
Street Tree Description	Length (Linear Feet)	Trees Required
W 59TH PL (1 Tree / 40 LF)	525	13
W 59TH CT (1 Tree / 40 LF)	547	14
W 60TH CT (1 Tree / 40 LF)	1,578	40
W 60TH AVE (1 Tree / 40 LF)	1,023	26
MOUNTAIN VISTA LN (1 Tree / 40 LF)	897	23
GROVE ST (1 Tree / 40 LF)	930	24
GREEN CT (1 Tree / 40 LF)	600	15
FEDERAL BLVD (1 Tree / 40 LF)	483	12
<b>Totals:</b>	6,583	167

- Notes:**
- Streetscape lengths shall be calculated per Adams County code, with 1 tree provided per 40 linear feet of streetscape.
  - Intersection tangents, private drive intersections, and driveway intersections shall be excluded from calculations. Hardship for easement locations, raingardens or other site infrastructure elements shall be considered, and in instances of hardships required trees shall be relocated to adjacent Planning Areas.
  - Trees placed in front of lots fronting along private streets may be counted towards street tree calculation for private streets.
  - Final street length calculations shall be determined at time of construction documents and subject to change.

**LEGEND**

—— LF OF ROAD  
 - - - - PROPERTY BOUNDARY



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**DRAFT**

SHEET TITLE:  
STREETSCAPE  
TREE PLAN

CHECKED BY:  
DRAWN BY:  
XX

# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO

## PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



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### POTENTIAL PLANT SCHEDULE

#### DECIDUOUS CANOPY TREES

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
ACER MIYABEI 'JFS-KW3AMI' TM	RUGGED RIDGE MIYABE MAPLE	B & B	2" CAL.
ACER SACCHARUM 'JFS-CADDO2' TM	FLASHFIRE SUGAR MAPLE	B & B	2" CAL.
ACER X FREEMANII 'JEFFERSRED' TM	AUTUMN BLAZE FREEMAN MAPLE	B & B	2" CAL.
CATALPA SPECIOSA	NORTHERN CATALPA	B & B	2" CAL.
CELTIS OCCIDENTALIS	COMMON HACKBERRY	B & B	2" CAL.
GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM	SHADEMASTER LOCUST	B & B	2" CAL.
GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' TM	SKYLINE HONEY LOCUST	B & B	2" CAL.
GYMNOCLADUS DIOICA 'ESPRESSO'	KENTUCKY COFFEETREE	B & B	2" CAL.
QUERCUS MUEHLENBERGII	CHINKAPIN OAK	B & B	2" CAL.
QUERCUS ROBUR	ENGLISH OAK	B & B	2" CAL.
TILIA X EUCHLORA 'REDMOND'	REDMOND LINDEN	B & B	2" CAL.
ULMUS AMERICANA 'NEW HORIZON'	NEW HORIZON ELM	B & B	2" CAL.
ULMUS AMERICANA 'VALLEY FORGE'	VALLEY FORGE AMERICAN ELM	B & B	2" CAL.
ULMUS JAPONICA X WILSONIANA 'MORTON' TM	ACCOLADE ELM	B & B	2" CAL.

#### EVERGREEN TREES

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
PICEA PUNGENS	COLORADO SPRUCE	B & B	6' HT.
PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	VANDERWOLF'S PYRAMID LIMBER PINE	B & B	6' HT.
PINUS NIGRA	AUSTRIAN PINE	B & B	6' HT.
PINUS SYLVESTRIS	SCOTCH PINE	B & B	6' HT.

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
JUNIPERUS CHINENSIS 'SPARTAN'	SPARTAN JUNIPER	B & B	5' HT.
JUNIPERUS SCOPULORUM 'COLOGREEN'	COLOGREEN JUNIPER	B & B	5' HT.
JUNIPERUS SCOPULORUM 'MOONGLOW'	MOONGLOW JUNIPER	B & B	5' HT.

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	B & B	6' HT.
PICEA PUNGENS 'BAKERI'	BAKER COLORADO SPRUCE	B & B	6' HT.
PINUS EDULIS	PINYON PINE	B & B	6' HT.

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
PINUS LEUCODERMIS 'ISELI FASTIGIATE'	ISELI FASTIGIATE BOSNIAN PINE	B & B	5' HT.
PINUS NIGRA 'FRANK'	FRANK AUSTRIAN PINE	B & B	5' HT.

#### DECIDUOUS ORNAMENTAL TREES

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
ACER GINNALA 'FLAME'	FLAME AMUR MAPLE	B & B	1.5" CAL.
ACER TATARICUM 'HOT WINGS'	HOT WINGS TATARIAN MAPLE	B & B	1.5" CAL.
PRUNUS CERASIFERA 'NEWPORT'	NEWPORT FLOWERING PLUM	B & B	1.5" CAL.
PRUNUS CERASIFERA 'THUNDERCLOUD'	THUNDERCLOUD PURPLE-LEAF PLUM	B & B	1.5" CAL.
PYRUS CALLERYANA CHANTICLEER	CHANTICLEER PEAR	B & B	1.5" CAL.
SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	B & B	1.5" CAL.

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
AMELANCHIER CANADENSIS	CANADIAN SERVICEBERRY	B & B	1" CAL.
AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	B & B	1" CAL.
QUERCUS ROBUR X ALBA 'CRIMSCHMIDT' TM	CRIMSON SPIRE OAK	B & B	1" CAL.

#### DECIDUOUS SHRUBS

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
AMELANCHIER ALNIFOLIA 'REGENT'	REGENT SERVICEBERRY	CONT.	5 GAL.
CORNUS SERICEA 'BAILEY'	BAYLEY'S RED TWIG DOGWOOD	CONT.	5 GAL.
LIGUSTRUM VULGARE 'CHEYENNE'	CHEYENNE PRIVET	CONT.	5 GAL.
PHYSOCARPUS OPULIFOLIUS 'COPPERTINA'	COPPERTINA NINEBARK	CONT.	5 GAL.
PHYSOCARPUS OPULIFOLIUS 'DIABOLO'	DIABLO NINEBARK	CONT.	5 GAL.
RHUS TRILOBATA 'AUTUMN AMBER'	AUTUMN AMBER SUMAC	CONT.	5 GAL.
SYRINGA X PRESTONIAE 'MISS CANADA'	MISS CANADA PRESTON LILAC	CONT.	5 GAL.
VIBURNUM LANTANA 'MOHICAN'	MOHICAN WAYFARING TREE	CONT.	5 GAL.

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
AMELANCHIER ALNIFOLIA 'STANDING OVATION' TM	STANDING OVATION SERVICEBERRY	CONT.	5 GAL.
ARONIA MELANOCARPA 'ELATA'	GLOSSY BLACK CHOKEBERRY	CONT.	5 GAL.
COTINUS COGGYGRIA 'NCC01' TM	WINECRAFT BLACK SMOKE TREE	CONT.	5 GAL.
ERICAMERIA NAUSEOSA VAR. NAUSEOSIA	TALL BLUE RABBITBRUSH	CONT.	5 GAL.
PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	CONT.	5 GAL.
PHILADELPHUS LEWISII 'CHEYENNE'	LEWIS MOCK ORANGE	CONT.	5 GAL.

#### DECIDUOUS SHRUBS (CONTINUED)

SYRINGA MEYERI 'PALIBIN'	DWARF KOREAN LILAC	CONT.	5 GAL.
SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	CONT.	5 GAL.

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
CARYOPTERIS X CLANDONENSIS 'BLUE MIST'	BLUE MIST BLUEBEARD	CONT.	5 GAL.
CORNUS SERICEA 'ARCTIC FIRE'	ARCTIC FIRE DOGWOOD	CONT.	5 GAL.
ERICAMERIA NAUSEOSA SPECIOSA	DWARF BLUE RABBITBRUSH	CONT.	5 GAL.
FRANGULA ALNUS 'COLUMNARIUS'	TALL HEDGE BUCKTHORN	CONT.	5 GAL.
LIGUSTRUM VULGARE 'LODENSE'	LODENSE PRIVET	CONT.	5 GAL.
PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE' TM	LITTLE SPIRE RUSSIAN SAGE	CONT.	5 GAL.
POTENTILLA FRUTICOSA 'MCKAY'S WHITE'	MCKAY'S WHITE BUSH CINQUEFOIL	CONT.	5 GAL.

#### EVERGREEN SHRUBS

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
JUNIPERUS HORIZONTALIS 'BAR HARBOR'	BAR HARBOR CREEPING JUNIPER	CONT.	5 GAL.
JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	CONT.	5 GAL.

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER	CONT.	5 GAL.
PICEA ABIES 'PUMILA'	DWARF GLOBE NORWAY SPRUCE	CONT.	5 GAL.
PINUS MUGO 'PUMILIO'	DWARF MUGO PINE	CONT.	5 GAL.

#### ORNAMENTAL GRASSES

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
ANDROPOGON GERARDII	BIG BLUESTEM	CONT.	1 GAL.
MISCANTHUS SINENSIS 'PURPURESCENS'	FLAME GRASS	CONT.	1 GAL.
SCHIZACHYRIUM SCOPARIUM 'BLAZE'	BLAZE LITTLE BLUESTEM	CONT.	1 GAL.

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	CONT.	1 GAL.
PANICUM VIRGATUM 'HEAVY METAL'	BLUE SWITCH GRASS	CONT.	1 GAL.
PANICUM VIRGATUM 'PRAIRIE SKY'	PRAIRIE SKY SWITCH GRASS	CONT.	1 GAL.

#### PERENNIALS

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
AGASTACHE RUPESTRIS	LICORICE MINT HYSSOP	CONT.	1 GAL.
AGASTACHE X 'BLUE FORTUNE'	BLUE FORTUNE ANISE HYSSOP	CONT.	1 GAL.
AMSONIA HUBRICHTII	ARKANSAS BLUESTAR	CONT.	1 GAL.
ARTEMISIA X 'POWIS CASTLE'	POWIS CASTLE ARTEMISIA	CONT.	1 GAL.
LAVANDULA X INTERMEDIA 'NIKO' TM	PHENOMENAL LAVENDIN	CONT.	1 GAL.
NEPETA FAASSENII 'SIX HILLS GIANT'	SIX HILLS GIANT CATMINT	CONT.	1 GAL.
PENSTEMON STRICTUS	ROCKY MOUNTAIN PENSTEMON	CONT.	1 GAL.
SALVIA X SYLVESTRIS 'MAINACHT'	MAINACHT SAGE	CONT.	1 GAL.
SALVIA X SYLVESTRIS 'SNOW HILL'	SNOW HILL MEADOW SAGE	CONT.	1 GAL.

BOTANICAL NAME	COMMON NAME	ROOT	SIZE
AGASTACHE CANA	TEXAS HUMMINGBIRD MINT	CONT.	1 GAL.
COREOPSIS VERTICILLATA 'MOONBEAM'	MOONBEAM TICKSEED	CONT.	1 GAL.
ECHINACEA PURPUREA	PURPLE CONEFLOWER	CONT.	1 GAL.
GAILLARDIA ARISTATA	NATIVE BLANKET FLOWER	CONT.	1 GAL.
LINUM LEWISII 'BLUE FLAX'	BLUE FLAX	CONT.	1 GAL.

CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNER'S NAME

CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK 00F 1.L.P.  
14034 SOUTH 145th EAST  
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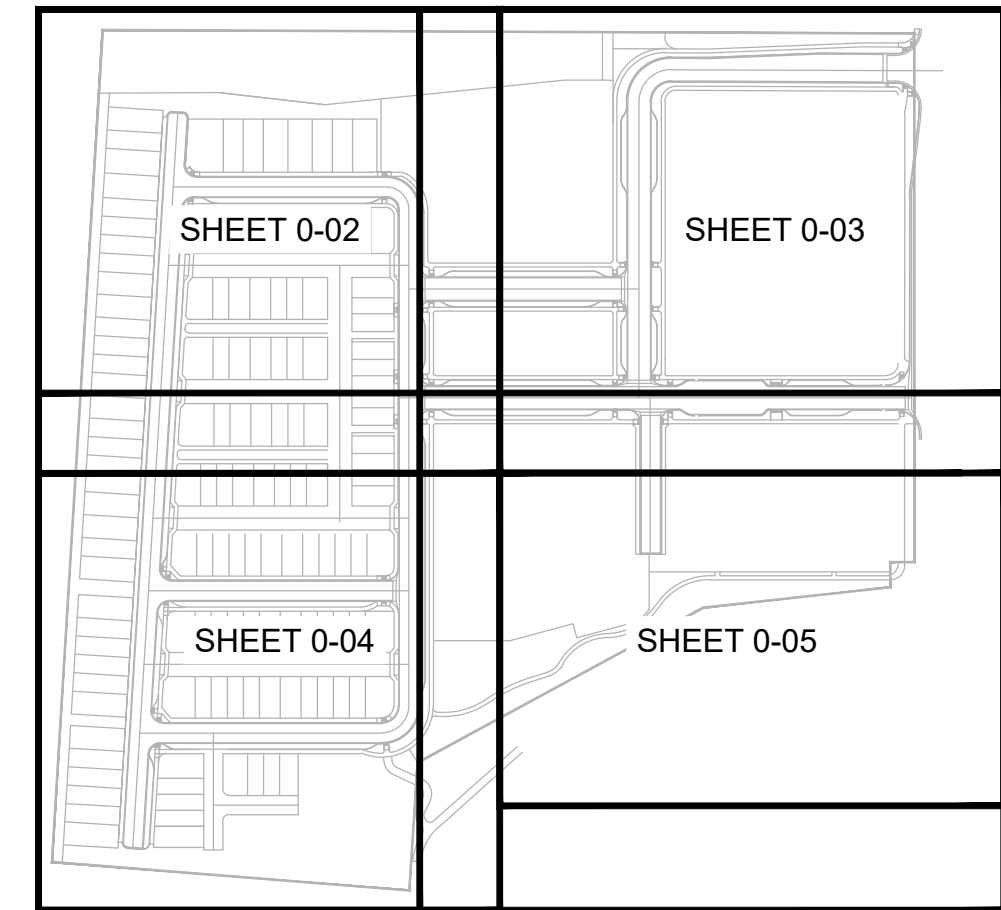
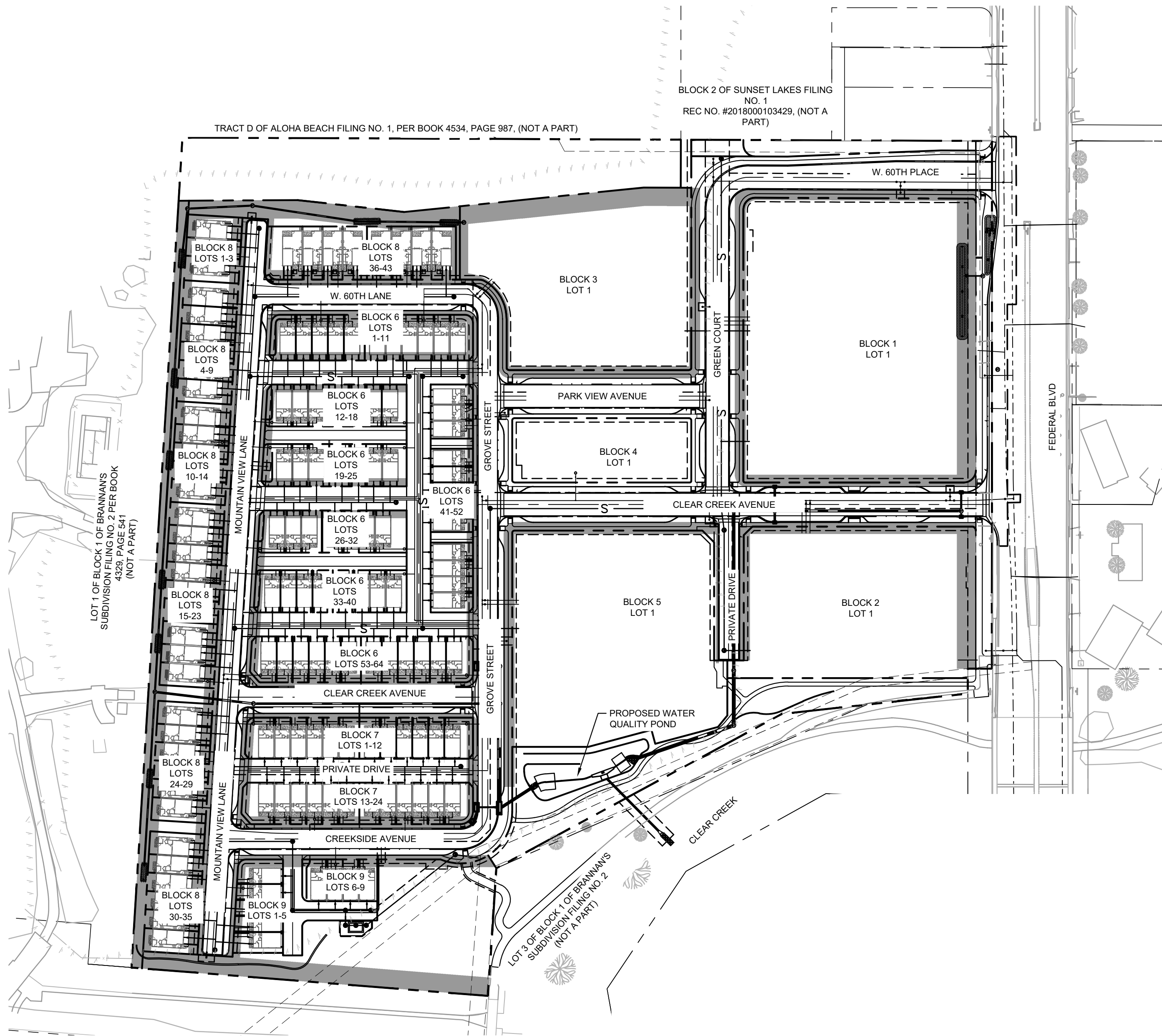
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**DRAFT**

SHEET TITLE:  
POTENTIAL  
PLANT SCHEDULE

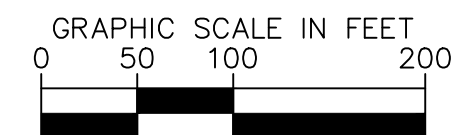
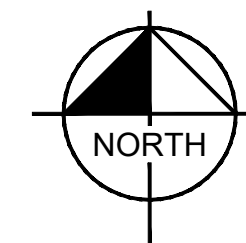


**CLEAR CREEK TRANSIT VILLAGE**  
 IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
 PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN



**LEGEND:**

- PROPERTY LINE
- CLEAR CREEK 100-YR FLOODPLAIN LIMIT
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PROPOSED SETBACK



**NORRIS DESIGN**  
 PEOPLE • PLACEMAKING  
 1101 BANNOCK STREET  
 DENVER, CO 80204  
 P 303.892.1166  
 NORRIS-DESIGN.COM

**CLEAR CREEK TRANSIT VILLAGE**  
 FINAL DEVELOPMENT PLAN  
 IN THE COUNTY OF ADAMS, STATE OF COLORADO  
 SITE PLAN - OVERALL

OWNER:  
 CLEAR CREEK VILLAGE, LLC  
 THISTLE CREEK OOF, L.P.  
 14034 SOUTH 149th EAST  
 DRAPER, UT 84020

**Kimley»Horn**

NOT FOR CONSTRUCTION

DATE:  
 EDP-03: 10/23/2023  
 EDP-04: 02/08/2024

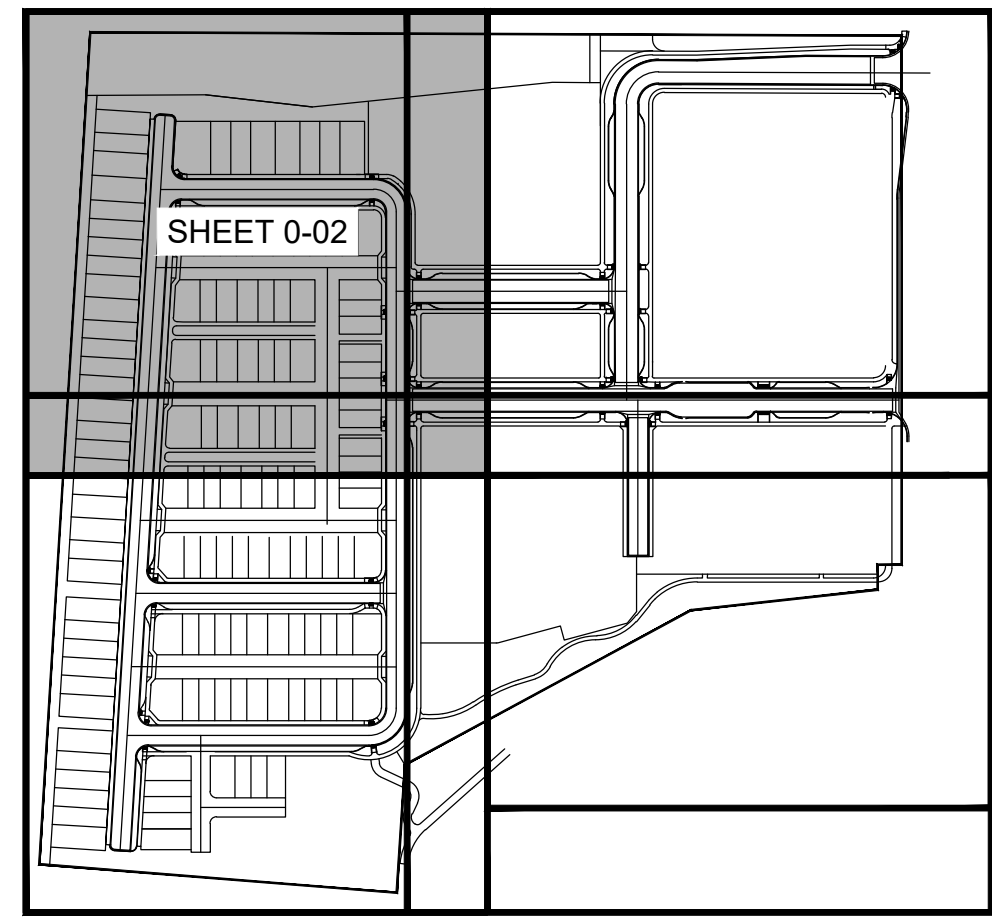
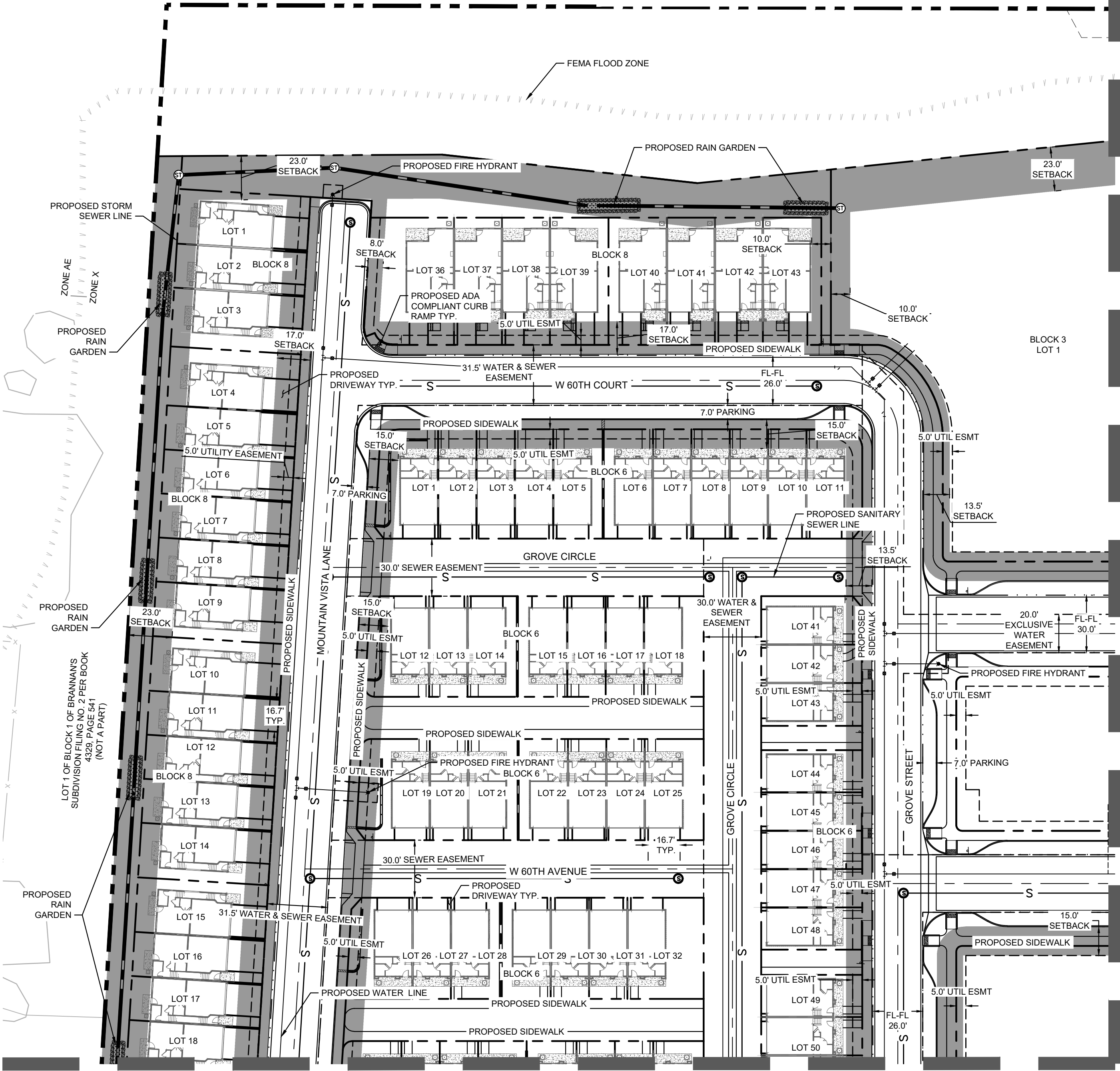
SHEET TITLE:

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# CLEAR CREEK TRANSIT VILLAGE

IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
 PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

TRACT D OF ALOHA BEACH FILING NO. 1 PER BOOK 4534, PAGE 987 (NOT A PART)



**LEGEND:**

	PROPERTY LINE
	CLEAR CREEK 100-YR FLOODPLAIN LIM
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING SANITARY SEWER LINE
	EXISTING STORM WATER LINE
	EXISTING 12" WATER LINE
	20" WATER LINE PROPOSED BY ELEMEI
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	EXISTING GAS LINE
	EXISTING ELECTRIC LINE
	EXISTING FIBER OPTICS LINE
	PROPOSED 8" WATER LINE
	PROPOSED IRRIGATION LINE
	PROPOSED FIRE LINE
	PROPOSED DOMESTIC
	PROPOSED SANITARY SEWER LINE
	PROPOSED STORM WATER LINE
	PROPOSED INLETS
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	EXISTING LIGHT
	PROPOSED SANITARY MANHOLE
	PROPOSED WATER METER
	PROPOSED STORM MANHOLE
	PROPOSED WATER VALVE
	EXISTING TREE TO REMAIN
	PROPOSED SETBACK

**NORRIS DESIGN**  
 PEOPLE + PLACEMAKING  
 1101 BANNOCK STREET  
 DENVER, CO 80204  
 P. 303.892.1166  
 NORRIS-DESIGN.COM

**CLEAR CREEK TRANSIT VILLAGE**  
 FINAL DEVELOPMENT PLAN  
 IN THE COUNTY OF ADAMS, STATE OF COLORADO  
**SITE PLAN - NORTHWEST**

OWNER:  
 CLEAR CREEK VILLAGE, LLC  
 THISTLE CREEK COOPI, L.P.  
 14034 SOUTH 149th EAST  
 DRAPER, UT 84020

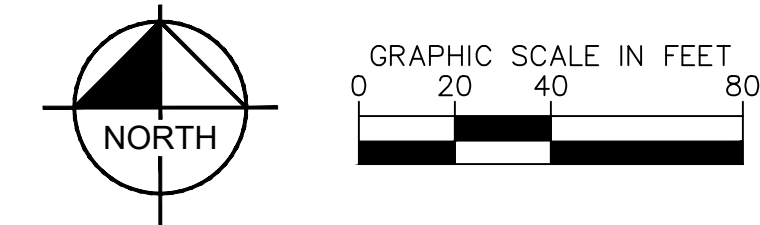
Kimley»Horn

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DATE:  
 FDP-03: 10/23/2023  
 FDP-04: 02/08/2024

SHEET TITLE:

0-02



CHECKED BY:  
DRAWN BY:

SEE SHEET 12

SEE SHEET 11

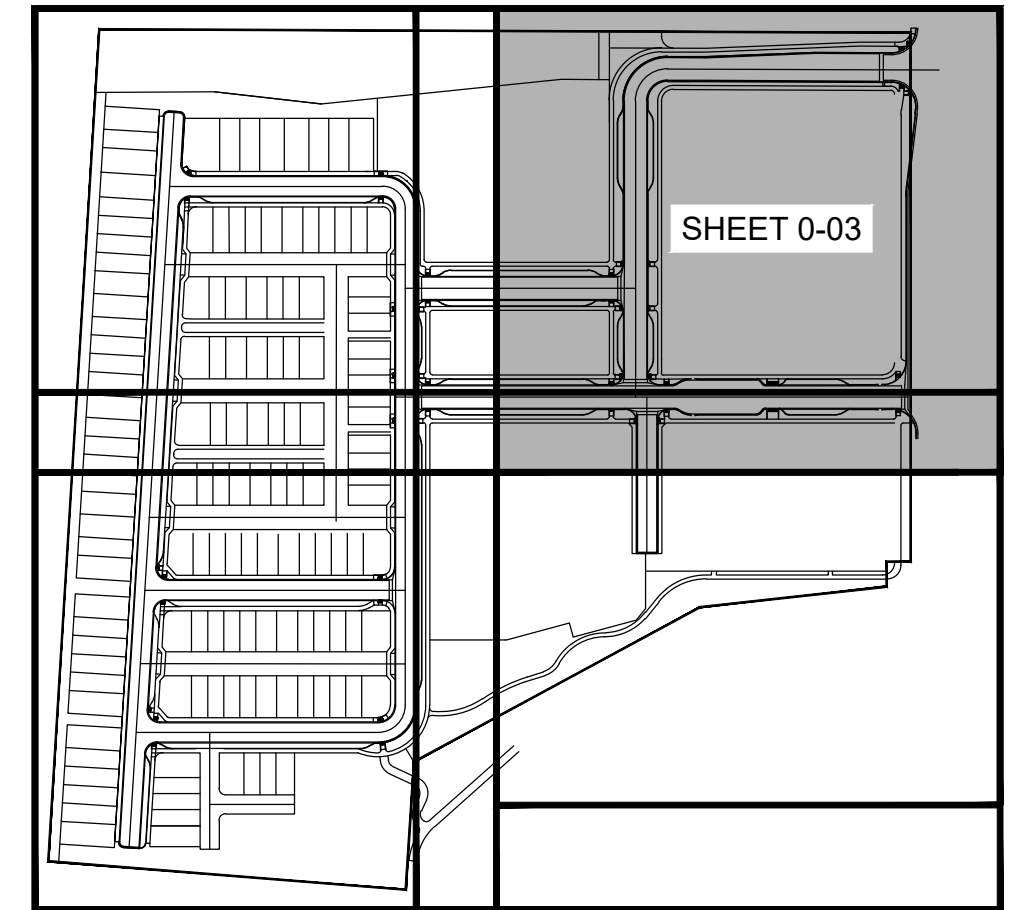
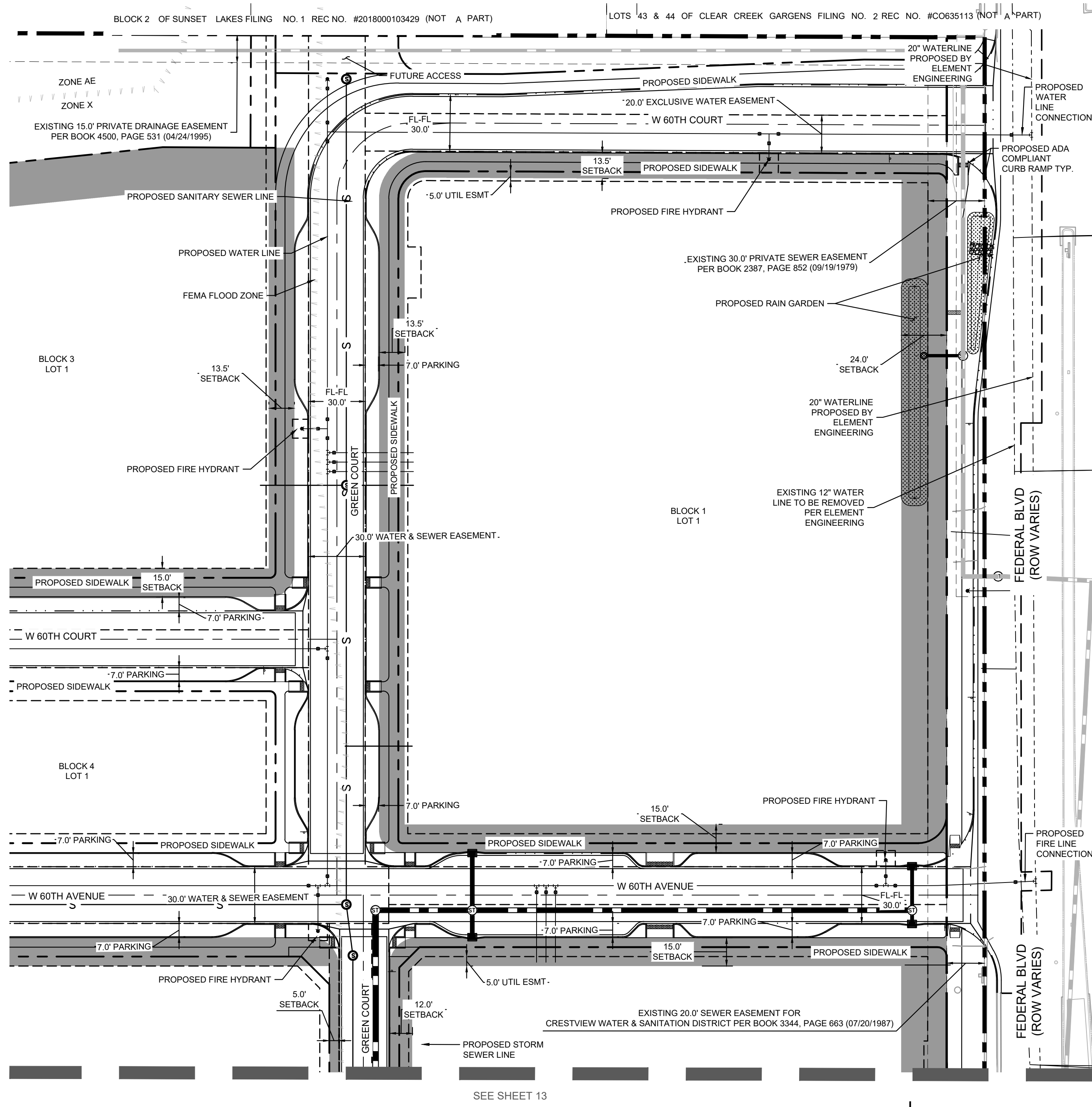
# CLEAR CREEK TRANSIT VILLAGE

IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
 PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

**NORRIS DESIGN**  
 PEOPLE + PLACEMAKING

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 DENVER, CO 80204  
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**LEGEND:**

- PROPERTY LINE
- CLEAR CREEK 100-YR FLOODPLAIN LIM
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- PROPOSED EASEMENT LINE
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- PROPOSED FIRE HYDRANT
- EXISTING LIGHT
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER METER
- PROPOSED STORM MANHOLE
- PROPOSED WATER VALVE
- EXISTING TREE TO REMAIN
- PROPOSED SETBACK

**CLEAR CREEK TRANSIT VILLAGE**  
 FINAL DEVELOPMENT PLAN  
 IN THE COUNTY OF ADAMS, STATE OF COLORADO  
 SITE PLAN - NORTHEAST

OWNER:  
 CLEAR CREEK VILLAGE, LLC  
 THISTLE CREEK COOPI, L.P.  
 14034 SOUTH 145th EAST  
 DRAPER, UT 84020

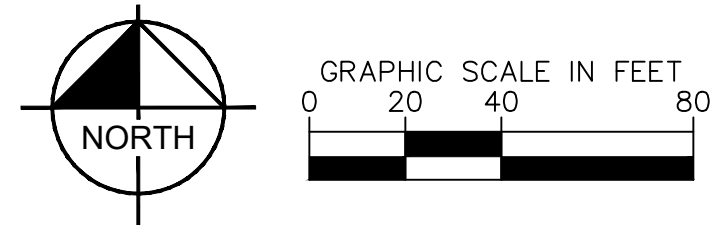
Kimley»Horn

NOT FOR CONSTRUCTION

DATE:  
 FDP-03: 10/23/2023  
 FDP-04: 02/08/2024

SHEET TITLE:

0-03



SEE SHEET 13

CHECKED BY:  
 DRAWN BY:

# CLEAR CREEK TRANSIT VILLAGE

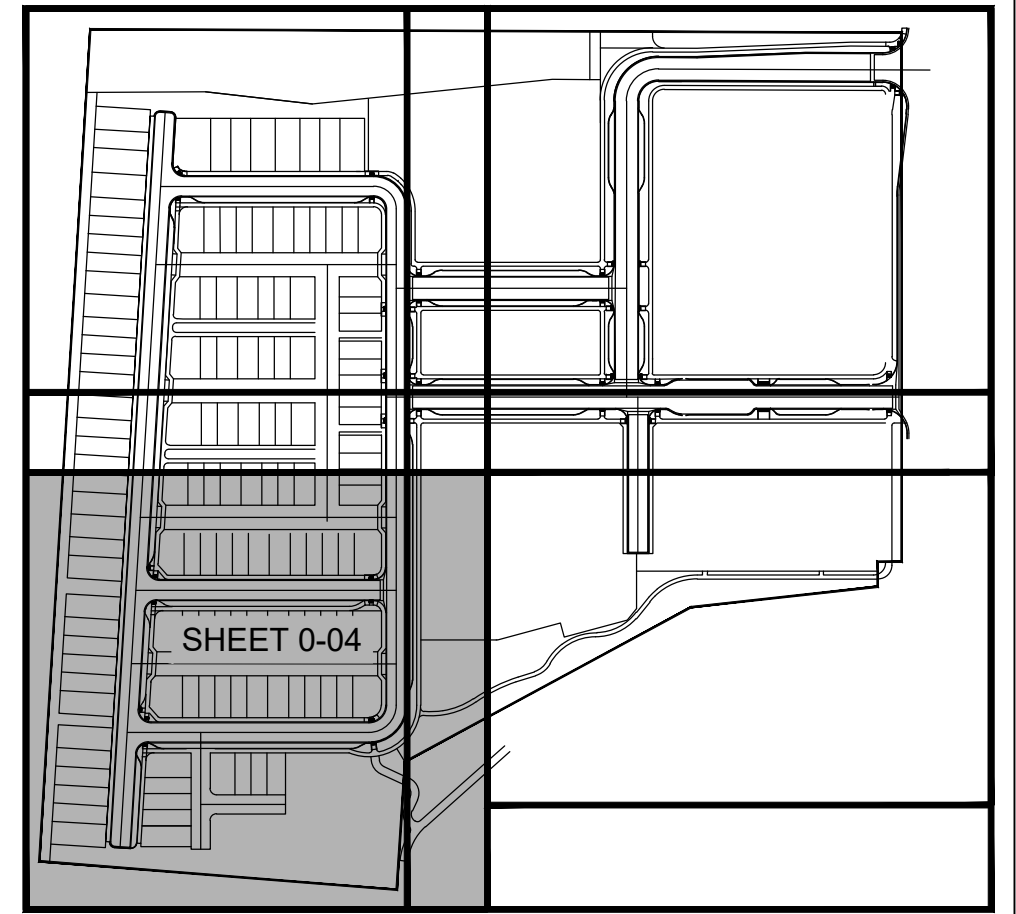
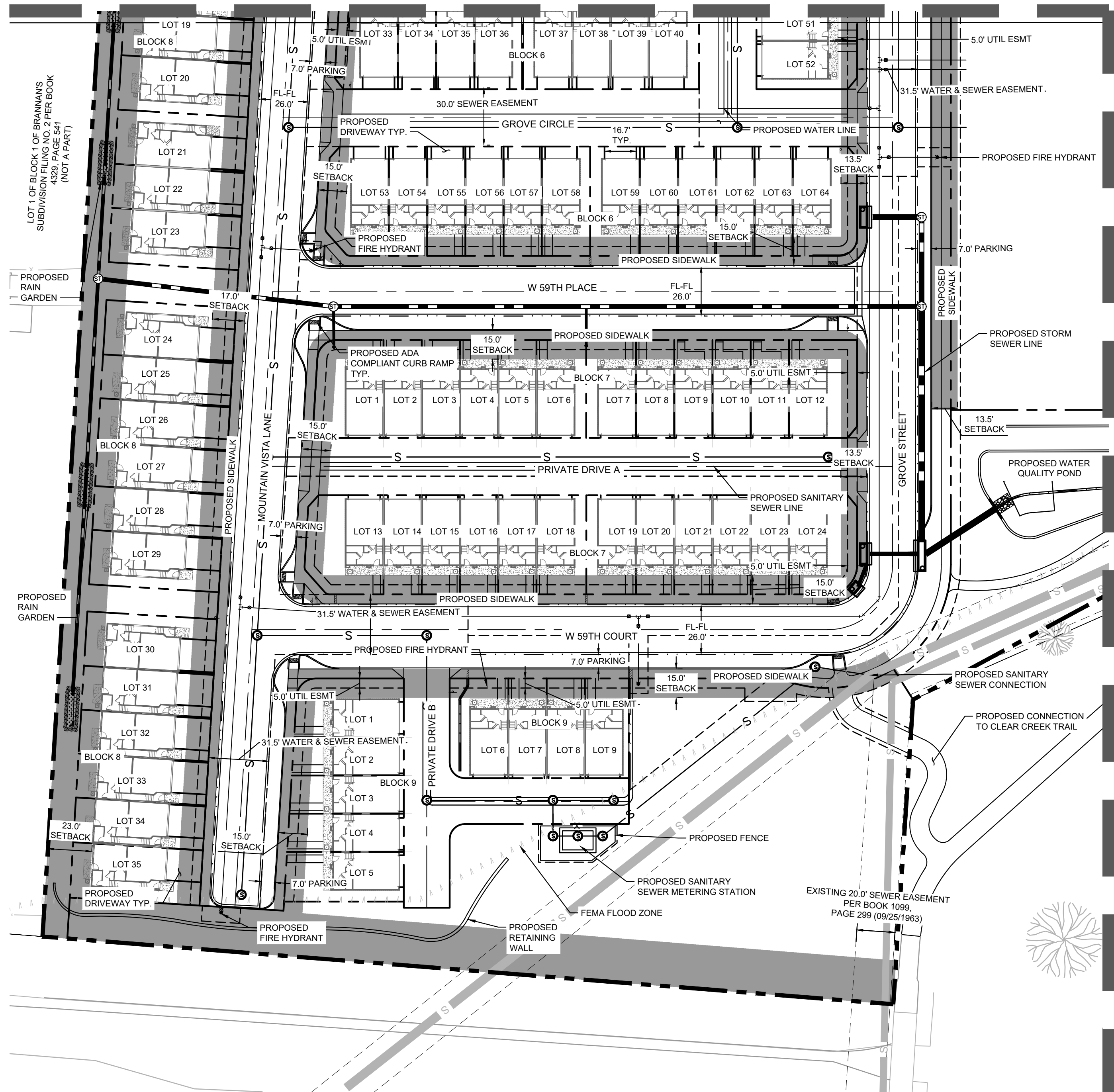
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
 PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

SEE SHEET 10

**NORRIS DESIGN**  
 PEOPLE + PLACEMAKING

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 DENVER, CO 80204  
 P. 303.892.1166

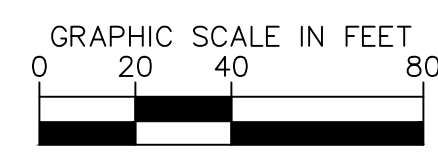
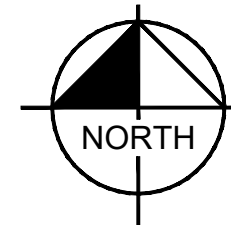
NORRIS-DESIGN.COM



**LEGEND:**

- PROPERTY LINE
- CLEAR CREEK 100-YR FLOODPLAIN LIM
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- PROPOSED STORM MANHOLE
- PROPOSED WATER VALVE
- EXISTING TREE TO REMAIN
- PROPOSED SETBACK

SEE SHEET 13



CLEAR CREEK TRANSIT VILLAGE  
 FINAL DEVELOPMENT PLAN  
 IN THE COUNTY OF ADAMS, STATE OF COLORADO  
 SITE PLAN - SOUTHWEST

OWNER:  
 CLEAR CREEK VILLAGE, LLC  
 THISTLE CREEK COOPI, L.P.  
 14034 SOUTH 145th EAST  
 DRAPER, UT 84020

**Kimley»Horn**  
 SITE PLAN - SOUTHWEST

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DATE:  
 FDP-03: 10/23/2023  
 FDP-04: 02/08/2024

SHEET TITLE:

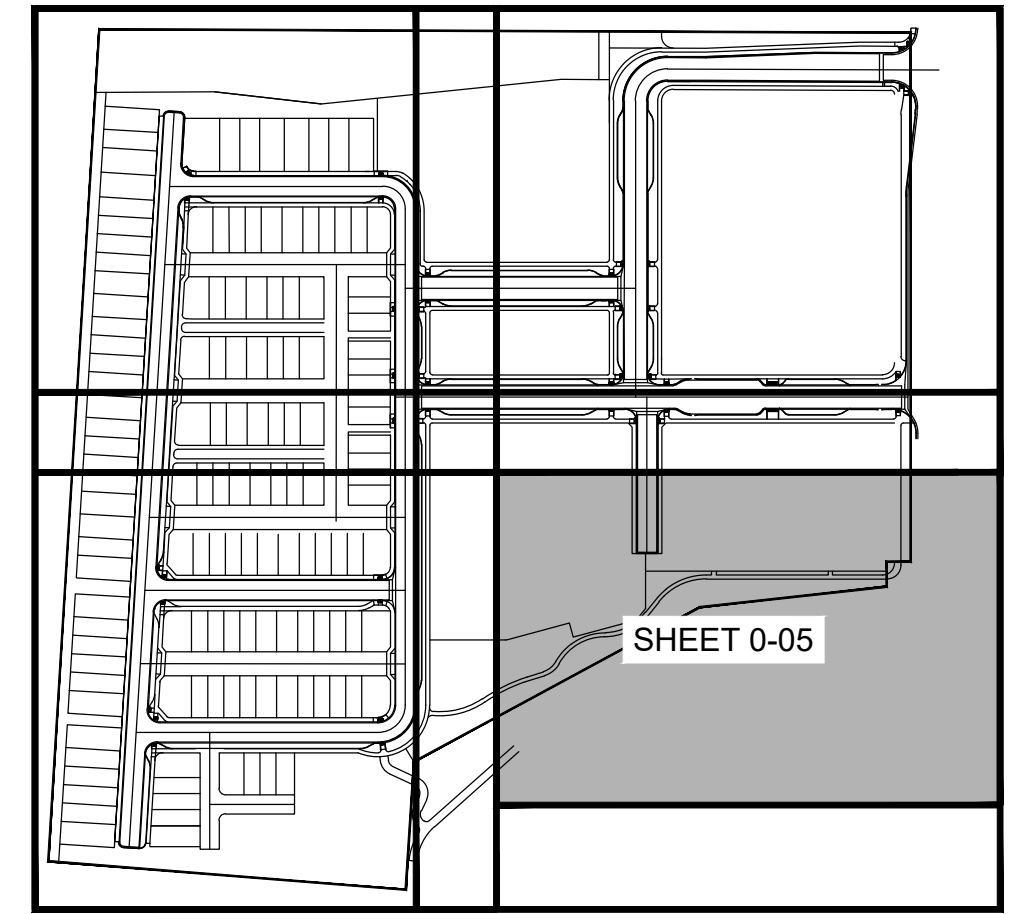
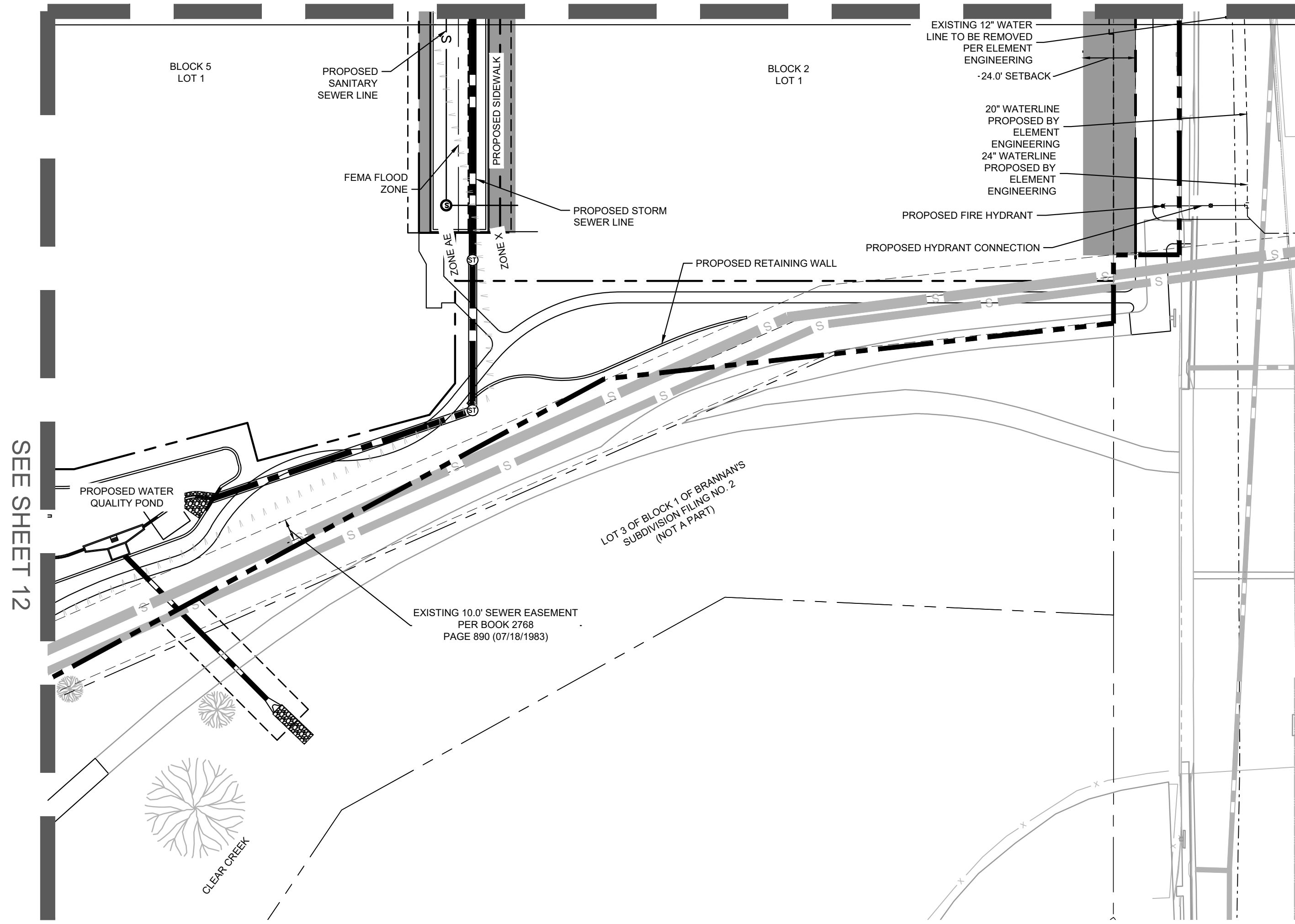
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CHECKED BY:  
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# CLEAR CREEK TRANSIT VILLAGE

IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
 PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN

SEE SHEET 11



**LEGEND:**

- PROPERTY LINE
- CLEAR CREEK 100-YR FLOODPLAIN LIM
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- PROPOSED SETBACK

SEE SHEET 12

**NORRIS DESIGN**  
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 DENVER, CO 80204  
 P. 303.892.1166  
 NORRIS-DESIGN.COM

CLEAR CREEK TRANSIT VILLAGE  
 FINAL DEVELOPMENT PLAN  
 IN THE COUNTY OF ADAMS, STATE OF COLORADO  
 SITE PLAN - SOUTHEAST

OWNER:  
 CLEAR CREEK VILLAGE, LLC  
 THISTLE CREEK COOFL, L.P.  
 14034 SOUTH 149th EAST  
 DRAPER, UT 84020

Kimley»Horn

NOT FOR CONSTRUCTION

DATE:  
 FDP-03: 10/23/2023  
 FDP-04: 02/08/2024

SHEET TITLE:

0-05

CHECKED BY:  
 DRAWN BY:

# CLEAR CREEK TRANSIT VILLAGE \*\*\* FINAL PLAT \*\*\*

PRC2023-00011

A PORTION OF THE WEST HALF (W 1/2) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 1 OF 14

## CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, CLEAR CREEK DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED JUNE 23, 2020 AT RECEPTION No. 2020000056492, AS SHOWN IN THIS PRELIMINARY PLAT AND DESCRIBED AS FOLLOWS:

LOT 2, BLOCK 1, BRANNAN'S SUBDIVISION FILING NO. 2, ACCORDING TO THE PLAT RECORDED MAY 12, 1994 AT RECEPTION NO/ B1247454, AND AS AMENDED BY AFFIDAVIT OF CORRECTION RECORDED JANUARY 19, 1995 IN BOOK 4455 AT PAGE 542, EXCEPT THAT PART CONVEYED TO THE COUNTY OF ADAMS BY WARRANTY DEED MADE A PART OF RESOLUTION RECORDED MAY 25, 1995 IN BOOK 4518 AT PAGE 777, COUNTY OF ADAMS, STATE OF COLORADO.

TOGETHER WITH TRACT A, BRANNAN'S SUBDIVISION - FILING NO. 1, ACCORDING TO THE PLAT RECORDED OCTOBER 31, 1973 AT RECEPTION NO. A020815, COUNTY OF ADAMS, STATE OF COLORADO.

THE ABOVE DESCRIBED SUBJECT PROPERTY IS ALSO DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF (W 1/2) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 8, FROM WHENCE THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) BEARS SOUTH 00°00'36" WEST A DISTANCE OF 2635.75 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW 1/4), SOUTH 00°00'36" WEST, 1977.44 FEET TO A POINT; THENCE LEAVING SAID EAST LINE, NORTH 89°45'17" WEST, 50.00 FEET TO THE WEST LINE OF FEDERAL BOULEVARD, AND BEING THE NORTHEAST CORNER OF TRACT A OF BRANNAN'S SUBDIVISION FILING No. 1, AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE, SOUTH 00°00'36" WEST, 658.53 FEET TO A POINT;  
THENCE LEAVING SAID WEST LINE, SOUTH 89°51'23" WEST, 30.00 FEET TO A POINT;  
THENCE SOUTH 00°00'04" WEST, 31.23 FEET TO A POINT;  
THENCE SOUTH 83°46'03" WEST, 233.62 FEET TO A POINT;  
THENCE SOUTH 61°35'26" WEST, 404.96 FEET TO A POINT ON THE BOUNDARY OF LOT 2 OF BRANNAN'S SUBDIVISION FILING No. 2;  
THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 03°44'30" WEST, 159.68 FEET TO A POINT;
2. NORTH 85°27'01" WEST, 446.37 FEET TO A POINT;
3. NORTH 03°30'34" EAST, 1038.07 FEET TO A POINT;
4. SOUTH 89°45'17" EAST, 1010.39 FEET TO THE POINT OF BEGINNING.

CONTAINING ±918,826 SQUARE FEET OR ±21.093 ACRES OF LAND, MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, TRACTS, EASEMENTS AND STREETS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF CLEAR CREEK TRANSIT VILLAGE, AND DOES HEREBY DEDICATE ALL PUBLIC STREETS TO ADAMS COUNTY FOR PUBLIC USE. THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY, THOSE PUBLIC EASEMENTS AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

FOR: CLEAR CREEK DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY;

BY: THISTLE CREEK QOF I, L.P., A DELAWARE LIMITED PARTNERSHIP, ITS MANAGING MEMBER;

BY: THISTLE CREEK QOF I GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

BY: MICHAEL CHRISTENSEN, MANAGER

## NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY MICHAEL CHRISTENSEN, MANAGER OF THISTLE CREEK QOF I GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, GENERAL PARTNER OF THISTLE CREEK QOF I, L.P., A DELAWARE LIMITED PARTNERSHIP, MANAGING MEMBER OF CLEAR CREEK DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL:

\_\_\_\_\_  
NOTARY PUBLIC MY COMMISSION EXPIRES

ADDRESS OF NOTARY: \_\_\_\_\_



**VICINITY MAP**  
Not to scale

## TABLE OF CONTENTS

1	COVER SHEET
2	COVER SHEET NOTES
3	EXISTING CONDITIONS
4	PROPOSED CONDITIONS
5	ADDRESS MAP
6	LAND USE TABLES
7-14	FINAL PLAT

## ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM

## BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 202\_\_.

CHAIR

## HOLDER OF DEED OF TRUST CERTIFICATE

THE UNDERSIGNED, AS LEGAL HOLDER OF THE DEED OF TRUST RECORDED ON SEPTEMBER 22, 2022 AT RECEPTION NUMBER 2022000079140, OF THE RECORDS OF THE ADAMS COUNTY COLORADO CLERK & RECORDER, HEREBY CONSENTS TO THE WITHIN PLAT.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

FOR: MSH CAPITAL, LLC, A UTAH LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY \_\_\_\_\_ AS \_\_\_\_\_ OF MSH CAPITAL, LLC, A UTAH LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL:

\_\_\_\_\_  
NOTARY PUBLIC MY COMMISSION EXPIRES

ADDRESS OF NOTARY: \_\_\_\_\_

## SURVEYOR'S CERTIFICATE

I, RICHARD B. GABRIEL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY PLAT CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON OCTOBER 11, 2019, THAT THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND THAT ALL NOTES, DIMENSIONS AND IMPROVEMENTS ARE CORRECTLY SHOWN HEREIN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RICHARD B. GABRIEL, P.L.S.  
Colorado License No. 37929  
For and on behalf of  
Power Surveying Company, Inc.

## CLERK AND RECORDER

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO, AT \_\_\_\_ M. ON THIS \_\_\_\_, DAY OF \_\_\_\_\_, A.D. 202\_\_.

\_\_\_\_\_  
DEPUTY CLERK AND RECORDER

\_\_\_\_\_  
RECEPTION NUMBER

COVER SHEET  
FINAL PLAT

 <small>6911 BROADWAY DENVER, COLORADO 80221</small>	TYPE OF SUBMITTAL:	FINAL PLAT
	PREPARATION DATE:	JANUARY 31, 2023
	REVISION DATE:	JULY 12, 2023
	REVISION DATE:	OCTOBER 24, 2023
	REVISION DATE:	JANUARY 19, 2024
JOB NO. 19-260	DWG: 19-260 FINAL.dwg	

# CLEAR CREEK TRANSIT VILLAGE

\*\*\* FINAL PLAT \*\*\*

PRC2023-00011

A PORTION OF THE WEST HALF (W 1/2) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 14

## STORM DRAINAGE FACILITIES STATEMENT

THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. TRACTS THAT WILL CONTAIN STORM DRAINAGE AND WATER QUALITY INFRASTRUCTURE WILL BE OWNED AND MAINTAINED BY THE CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

## TRACT MAINTENANCE NOTE

BY THIS PLAT INGRESS, EGRESS AND REGRESS FOR TRACT C IS LIMITED TO FEDERAL BOULEVARD AS SHOWN ON SHEETS 4, 5, 9 AND 12 OF 16 AND ACCESS IS APPROVED BY CDOT AND ADAMS COUNTY, COLORADO AND WILL BE OWNED AND MAINTAINED BY CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1.

TRACT A IS CREATED FOR LANDSCAPE AND WILL BE OWNED BY THE CLEAR CREEK DEVELOPMENT LLC AND MAINTAINED BY GRANTEE.

TRACTS B AND D ARE CREATED FOR LANDSCAPE AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

TRACTS E, F, G AND H ARE CREATED FOR PEDESTRIAN, ACCESS AND UTILITIES AND WILL BE OWNED AND MAINTAINED BY THE CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1.

TRACT I AND J ARE CREATED FOR OPEN SPACE AND WILL BE OWNED AND MAINTAINED BY THE CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1.

TRACT K AND M ARE CREATED FOR LANDSCAPE WILL BE OWNED AND MAINTAINED BY THE CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1.

TRACT L IS CREATED FOR FUTURE ACCESS TO THE ADJACENT PROPERTY AND WILL BE OWNED AND MAINTAINED BY CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1.

ADAMS COUNTY ASSUMES NO RESPONSIBILITY OR LIABILITY REGARDING STREETS, CDOT ACCESS, PRIVATE DRIVES, AND SIDEWALKS, AND WILL NOT PERFORM MAINTENANCE OPERATIONS INCLUDING SNOW REMOVAL.

## UTILITY EASEMENT NOTES

- ALL TRACTS ARE HEREBY DEDICATED FOR UTILITY USE.
- UTILITY EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PUBLIC STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.
- FIVE-FOOT (5') WIDE UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE FRONT LOT LINES AND SIDE LOT LINES AS SHOWN HEREON. IN ADDITION, TEN-FOOT (10') WIDE DRY UTILITY EASEMENTS ARE HEREBY DEDICATED ALONG THE EAST LOT LINES OF BLOCKS 1 AND BLOCK 2. THESE EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES. UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.


## BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR SOUTH 00°00'36" WEST A DISTANCE OF 2,635.75 FEET, AS DEFINED AND MEASURED BETWEEN A FOUND 3-1/4" DIAMETER ALUMINUM CAP STAMPED "PLS 26288 COLO DEPT OF TRANSPORTATION" IN A RANGE BOX AT THE NORTH 1/4 CORNER SAID SECTION 8 AND THE CENTER 1/4 SAID SECTION 8 BY A FOUND 3-1/4" DIAMETER ALUMINUM CAP STAMPED "PLS 23519 CHARLES H RUSSELL ADAMS COUNTY" IN A RANGE BOX, AS SHOWN HEREON.

## SURVEYOR'S NOTES

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR 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, CRS.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWER SURVEYING COMPANY INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT-OF-WAY, AND TITLE OF RECORD. POWER SURVEYING COMPANY INC. RELIED UPON OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY'S ORDER NO. ABC70787447.1, EFFECTIVE DATE OF MARCH 6, 2023 AT 5:00 P.M. FOR THIS INFORMATION.
- FLOOD ZONE DESIGNATION: AS SHOWN ON F.I.R.M. MAP PANEL #08001C0592H, WITH AN EFFECTIVE REVISION DATE OF MARCH 5, 2007, THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND WITHIN ZONE "AE" (SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% PERCENT ANNUAL CHANCE FLOOD - BASE FLOOD ELEVATIONS DETERMINED). REFER TO MAP SHEETS FOR APPROXIMATE LOCATIONS OF FLOOD ZONE BOUNDARIES.
- FIELD SURVEY COMPLETION DATE: OCTOBER 11, 2019.
- THE LINEAR UNIT OF MEASUREMENT FOR THIS FINAL PLAT IS THE INTERNATIONAL FOOT, DEFINED AS EXACTLY 0.3048 METER.
- STATEMENT RESTRICTING ACCESS: INGRESS, EGRESS, AND REGRESS ARE LIMITED TO FEDERAL BLVD. UNLESS APPROVED BY CDOT AND ADAMS COUNTY, COLORADO.
- PROPERTY ADDRESS: 6001 FEDERAL BLVD, DENVER, CO 80221.
- THE SUBJECT PROPERTY CONTAINS ±918,827 SQUARE FEET OR ±21.093 ACRES OF LAND.

COVER SHEET - NOTES  
FINAL PLAT

 6911 BROADWAY DENVER, COLORADO 80221 Established 1988 PH: 303-702-1517 FAX: 303-702-1488 WWW.POWERSURVEYING.COM	TYPE OF SUBMITTAL:	FINAL PLAT
	PREPARATION DATE:	JANUARY 31, 2023
	REVISION DATE:	JULY 12, 2023
	REVISION DATE:	OCTOBER 24, 2023
	REVISION DATE:	JANUARY 19, 2024
	JOB NO. 19-260	DWG: 19-260 FINAL.dwg

SHEET 2 OF 14

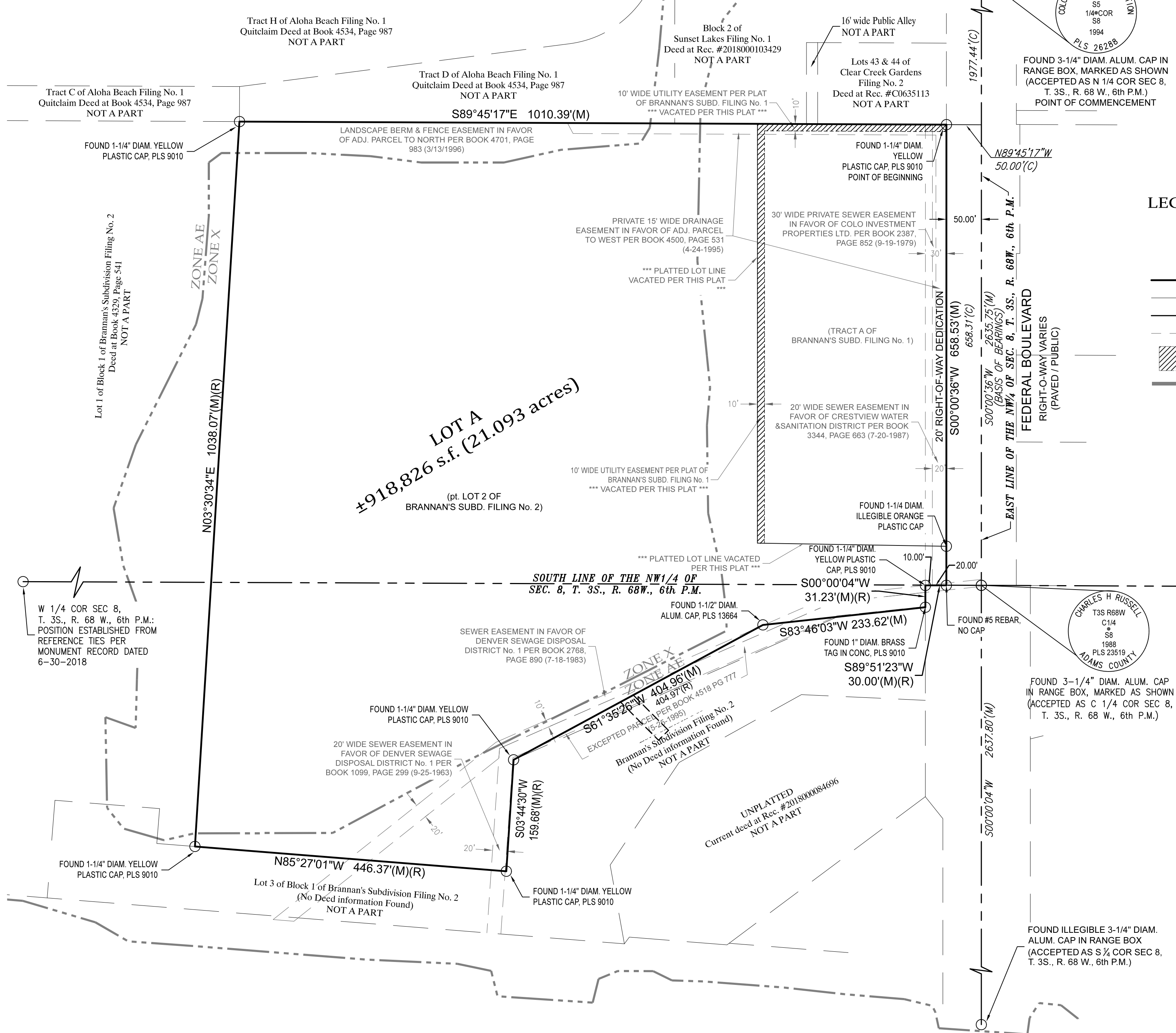
# CLEAR CREEK TRANSIT VILLAGE

\*\*\* FINAL PLAT \*\*\*

PRC2023-00011

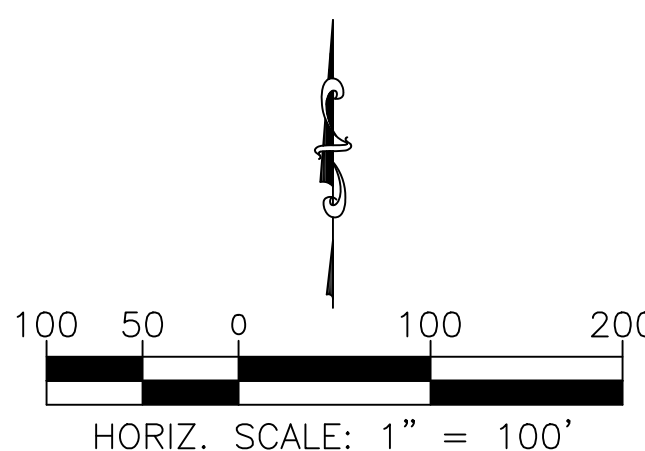
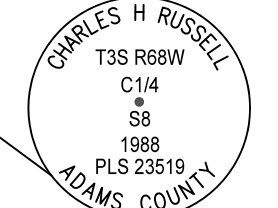
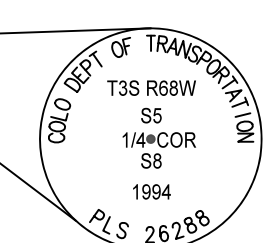
A PORTION OF THE WEST HALF (W 1/2) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 14



## LEGEND OF SYMBOLS & ABBREVIATIONS

- SET REBAR & 1-1/2" DIAMETER YELLOW PLASTIC CAP, PLS 37929, TYPICAL UNLESS NOTED OTHERWISE
- MONUMENT FOUND, AS NOTED
- PLAT BOUNDARY LIMITS
- - - ADJOINING PARCEL OR LOT LINE
- PUBLIC LANDS SURVEY SECTION LINE
- - - EXISTING RECORD EASEMENT LINE
- ▨ EXISTING EASEMENT VACATED PER THIS PLAT
- - - F.I.R.M. ZONE LINE DESIGNATION
- DIAM DIAMETER
- (C) CALCULATED DIMENSION
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION



BOUNDARY ANALYSIS, EXISTING CONDITIONS  
FINAL PLAT

	TYPE OF SUBMITTAL:	FINAL PLAT
	PREPARATION DATE:	JANUARY 31, 2023
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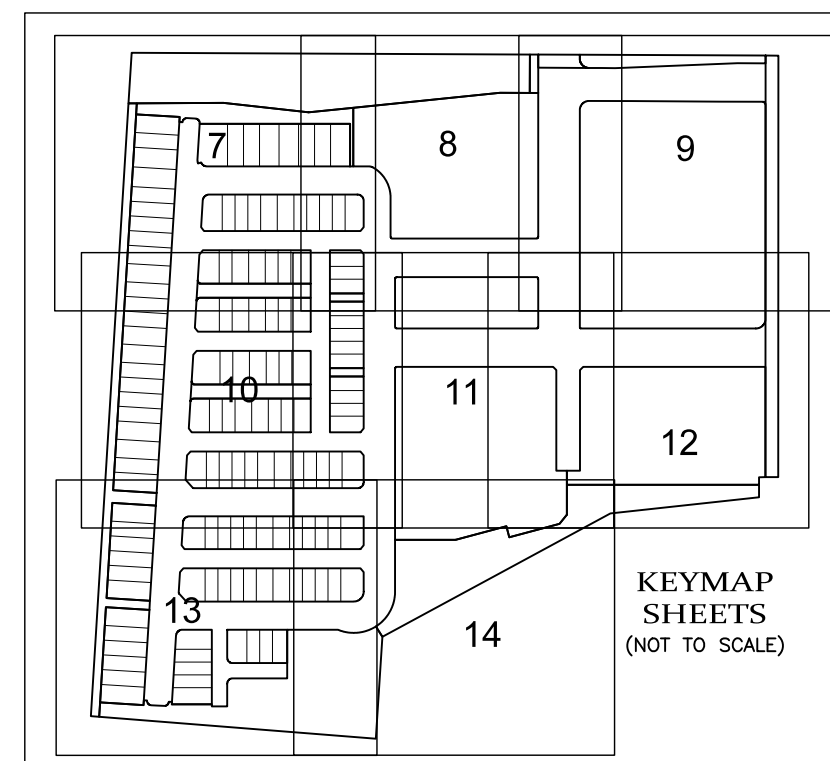
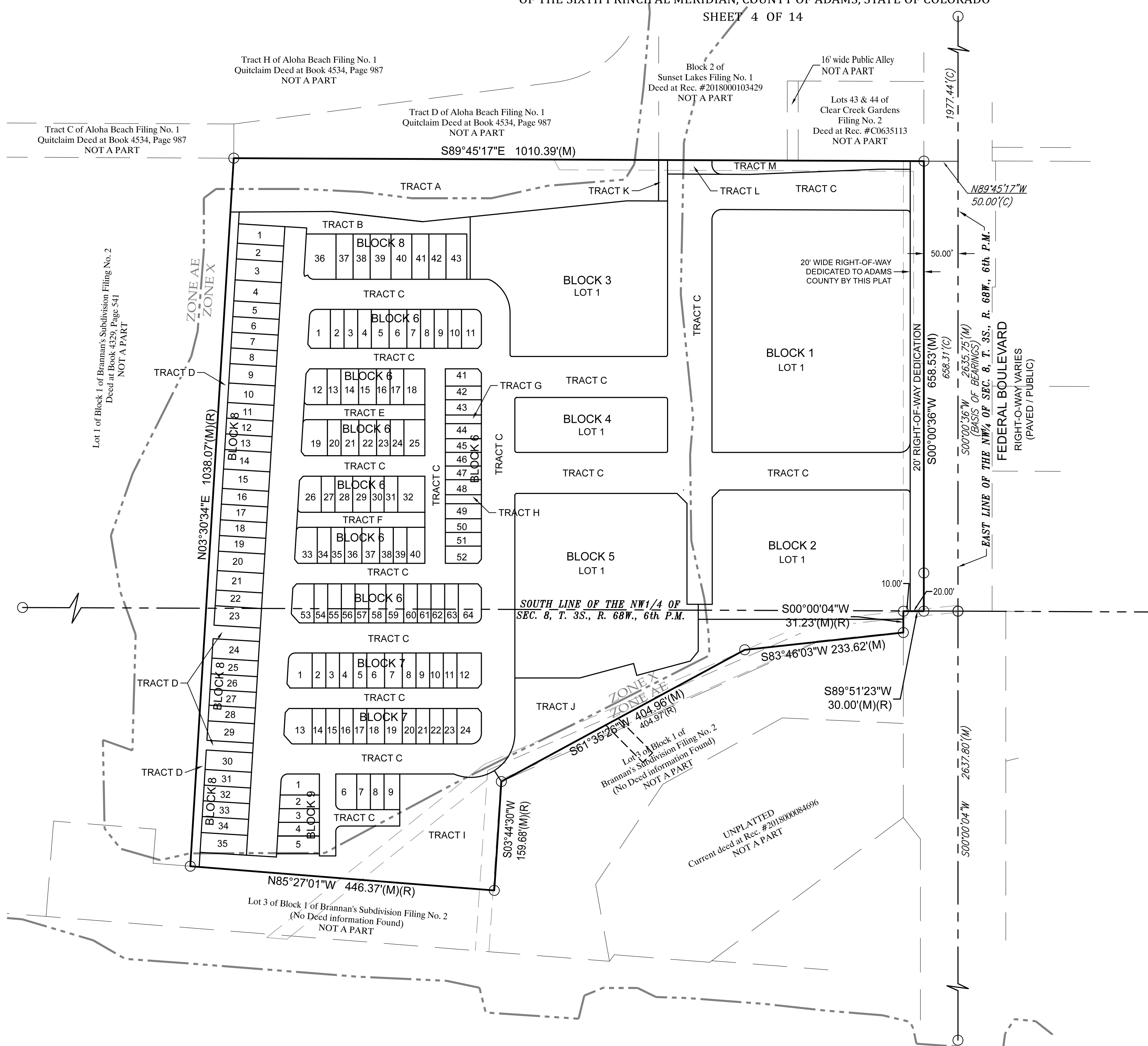
# CLEAR CREEK TRANSIT VILLAGE

\*\*\* FINAL PLAT \*\*\*

A PORTION OF THE WEST HALF (W 1/2) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 4 OF 14

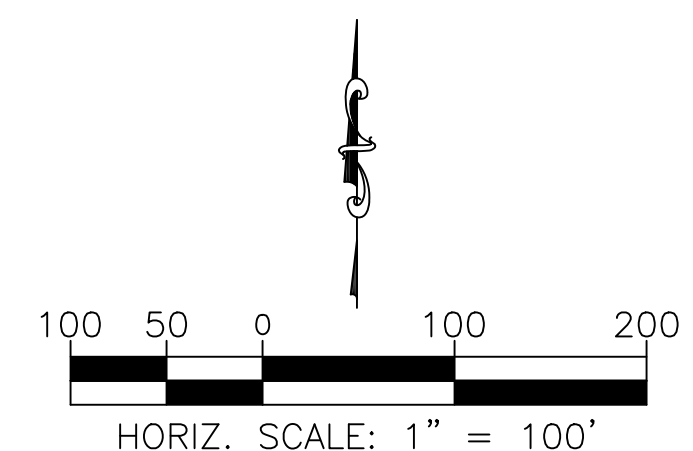
PRC2023-00011



## LEGEND OF SYMBOLS & ABBREVIATIONS

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- (R) RECORD
- U.E. UTILITY EASEMENT
- BLOCK # LOT OR BLOCK NUMBER
- PUBLIC LANDS SURVEY SECTION LINE
- PLAT BOUNDARY LIMITS
- NEW LOT & TRACT LINE PER THIS PLAT
- PROPOSED EASEMENT
- EXISTING RECORD EASEMENT LINE
- ADJOINING PARCEL OR LOT LINE
- F.E.M.A. FLOOD BOUNDARY (AS NOTED)

FOR ADAMS COUNTY ROAD DEDICATION AND TRACTS B, D AND E DETAILS, SEE SHEET 15.



PROPOSED CONDITIONS  
FINAL PLAT

	TYPE OF SUBMITTAL:	FINAL PLAT
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SHEET 4 OF 14		

6911 BROADWAY  
DENVER, COLORADO 80221

Established 1988  
PH: 303-752-9517  
FAX: 303-752-1488  
WWW.POWER-SURVEYING.COM

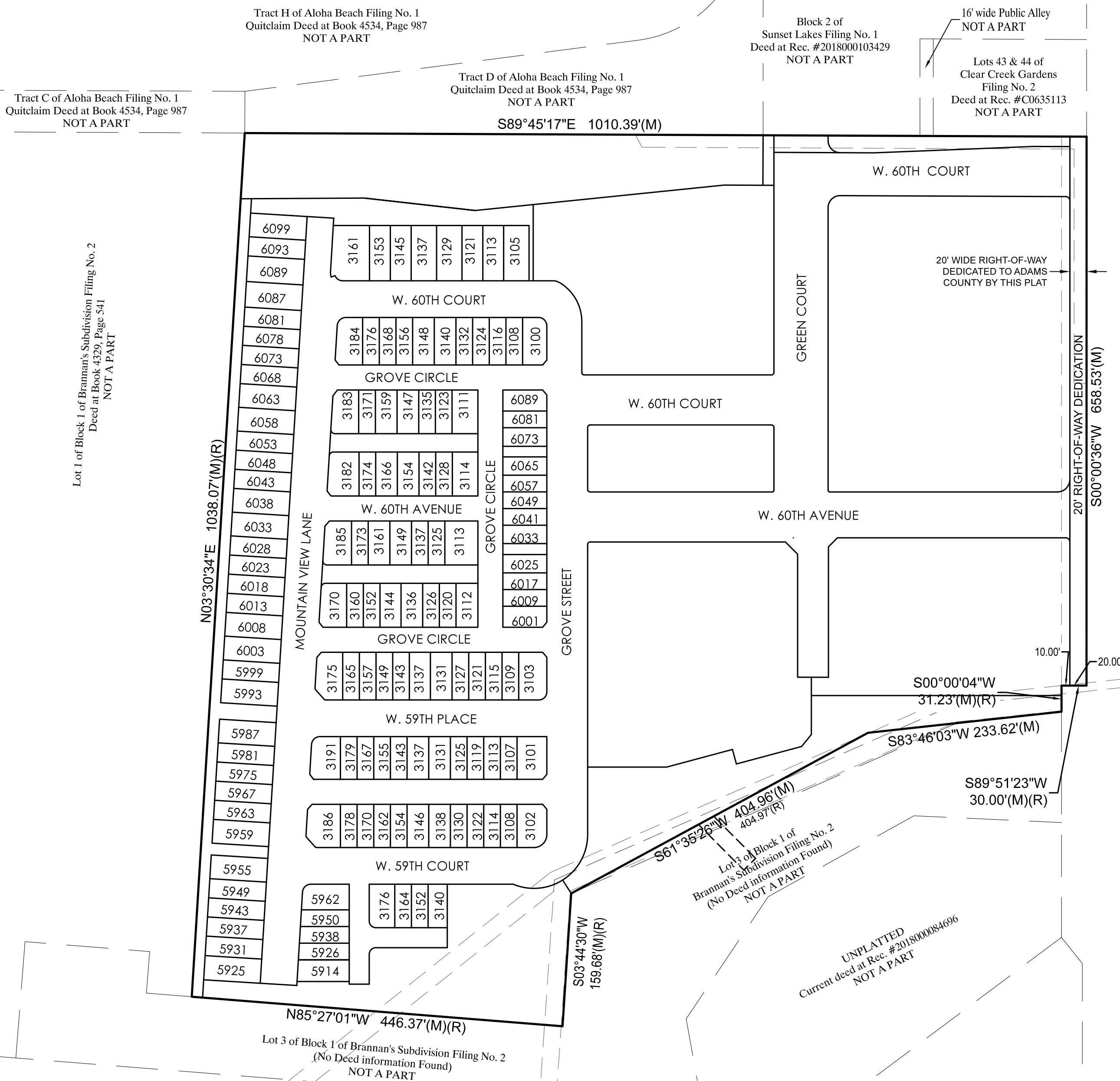
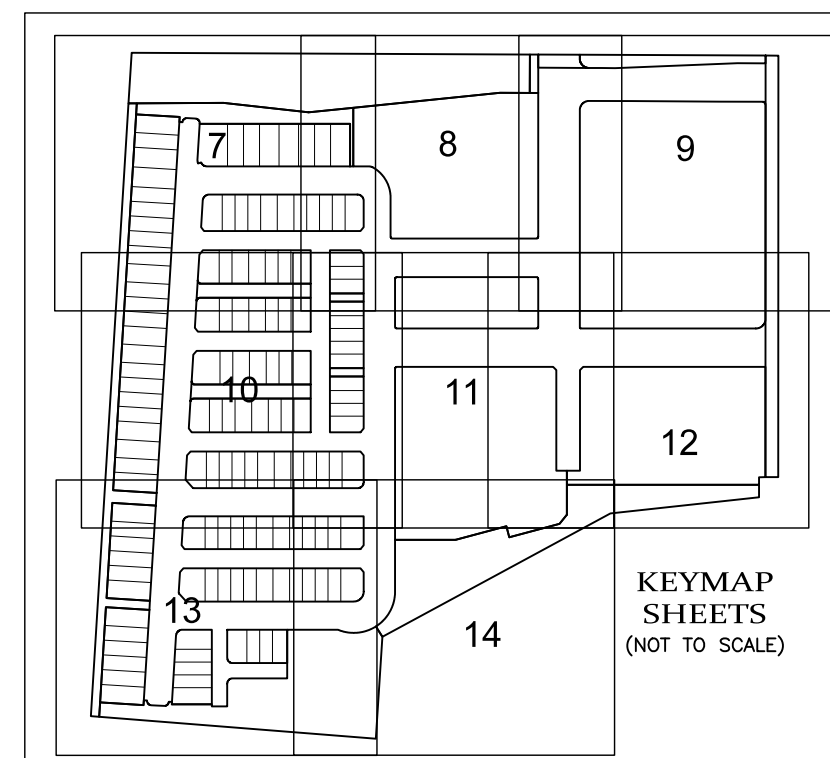
# CLEAR CREEK TRANSIT VILLAGE

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A PORTION OF THE WEST HALF (W 1/2) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 5 OF 14

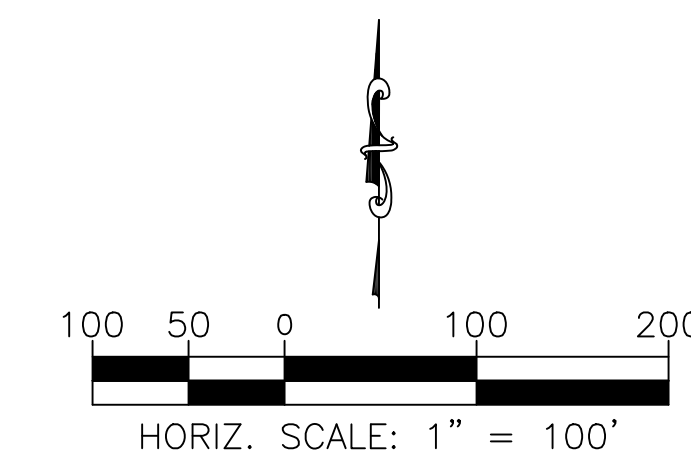
PRC2023-00011



### LEGEND OF SYMBOLS & ABBREVIATIONS

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FOR ADAMS COUNTY ROAD DEDICATION AND TRACTS B, D AND E DETAILS, SEE SHEET 15.



ADDRESS MAP  
FINAL PLAT

<p>POWER Surveying Company, Inc. Established 1988 PH: 303-702-1517 FAX: 303-702-1488 WWW.POWER-SURVEYING.COM</p>	TYPE OF SUBMITTAL:	FINAL PLAT
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# CLEAR CREEK TRANSIT VILLAGE

## \*\*\* FINAL PLAT \*\*\*

PRC2023-00011

A PORTION OF THE WEST HALF (W 1/2) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 6 OF 14

### BLOCK / LOT DATA

BLOCK NO.	±SQ. FT.	±ACRES
BLOCK 1	102,894	2.362
BLOCK 2	55,092	1.265
BLOCK 3	56,950	1.307
BLOCK 4	17,955	0.412
BLOCK 5	67,356	1.546
BLOCK 6	81,987	1.882
BLOCK 7	29,247	0.671
BLOCK 8	76,021	1.745
BLOCK 9	11,744	0.270
TOTAL AREA	499,247	11.461

BLOCK 6		
LOT NO.	±SQ. FT.	±ACRES
LOT 1	1,768	0.041
LOT 2	1,140	0.026
LOT 3	1,140	0.026
LOT 4	1,140	0.026
LOT 5	1,482	0.034
LOT 6	1,482	0.034
LOT 7	1,140	0.026
LOT 8	1,140	0.026
LOT 9	1,140	0.026
LOT 10	1,140	0.026
LOT 11	1,620	0.037
LOT 12	1,661	0.038
LOT 13	1,048	0.024
LOT 14	1,363	0.031
LOT 15	1,363	0.031
LOT 16	1,048	0.024
LOT 17	1,048	0.024
LOT 18	1,628	0.037
LOT 19	1,936	0.044
LOT 20	1,056	0.024
LOT 21	1,372	0.032
LOT 22	1,372	0.032
LOT 23	1,056	0.024
LOT 24	1,056	0.024
LOT 25	1,620	0.037
LOT 26	1,726	0.040
LOT 27	1,054	0.024
LOT 28	1,369	0.031
LOT 29	1,372	0.031
LOT 30	1,054	0.024
LOT 31	1,054	0.024
LOT 32	2,093	0.048
LOT 33	1,621	0.037
LOT 34	1,054	0.024
LOT 35	1,054	0.024
LOT 36	1,370	0.031
LOT 37	1,370	0.031
LOT 38	1,054	0.024
LOT 39	1,054	0.024
LOT 40	1,385	0.032
LOT 41	1,316	0.030
LOT 42	1,054	0.024
LOT 43	1,178	0.027
LOT 44	1,160	0.027
LOT 45	1,054	0.024
LOT 46	1,054	0.024
LOT 47	1,054	0.024
LOT 48	1,160	0.027
LOT 49	1,160	0.027
LOT 50	1,054	0.024
LOT 51	1,054	0.024
LOT 52	1,316	0.030
LOT 53	1,711	0.039
LOT 54	1,144	0.026
LOT 55	1,144	0.026
LOT 56	1,144	0.026
LOT 57	1,144	0.026
LOT 58	1,487	0.034
LOT 59	1,487	0.034
LOT 60	1,144	0.026
LOT 61	1,144	0.026
LOT 62	1,144	0.026
LOT 63	1,144	0.026
LOT 64	1,893	0.043
TOTAL AREA	81,987	1.882

BLOCK 7		
LOT NO.	±SQ. FT.	±ACRES
LOT 1	1,790	0.041
LOT 2	1,024	0.024
LOT 3	1,024	0.024
LOT 4	1,024	0.024
LOT 5	1,024	0.024
LOT 6	1,331	0.031
LOT 7	1,331	0.031
LOT 8	1,024	0.024
LOT 9	1,024	0.024
LOT 10	1,024	0.024
LOT 11	1,024	0.024
LOT 12	1,813	0.042
LOT 13	2,009	0.046
LOT 14	1,037	0.024
LOT 15	1,037	0.024
LOT 16	1,037	0.024
LOT 17	1,037	0.024
LOT 18	1,348	0.031
LOT 19	1,348	0.031
LOT 20	1,037	0.024
LOT 21	1,037	0.024
LOT 22	1,037	0.024
LOT 23	1,037	0.024
LOT 24	1,785	0.041
TOTAL AREA	29,247	0.671

BLOCK 8		
LOT NO.	±SQ. FT.	±ACRES
LOT 1	1,938	0.044
LOT 2	1,564	0.036
LOT 3	2,090	0.048
LOT 4	2,090	0.048
LOT 5	1,564	0.036
LOT 6	1,564	0.036
LOT 7	1,564	0.036
LOT 8	1,564	0.036
LOT 9	1,938	0.044
LOT 10	1,938	0.044
LOT 11	1,564	0.036
LOT 12	1,564	0.036
LOT 13	1,564	0.036
LOT 14	1,938	0.044
LOT 15	1,938	0.044
LOT 16	1,564	0.036
LOT 17	1,564	0.036
LOT 18	1,564	0.036
LOT 19	1,564	0.036
LOT 20	1,938	0.044
LOT 21	1,938	0.044
LOT 22	1,564	0.036
LOT 23	1,938	0.044
LOT 24	1,938	0.044
LOT 25	1,564	0.036
LOT 26	1,564	0.036
LOT 27	1,564	0.036
LOT 28	1,564	0.036
LOT 29	1,938	0.044
LOT 30	1,938	0.044
LOT 31	1,564	0.036
LOT 32	1,564	0.036
LOT 33	1,564	0.036
LOT 34	1,598	0.037
LOT 35	1,972	0.045
LOT 36	2,966	0.068
LOT 37	1,659	0.038
LOT 38	1,659	0.038
LOT 39	2,024	0.046
LOT 40	2,024	0.046
LOT 41	1,659	0.038
LOT 42	1,659	0.038
LOT 43	2,024	0.046
TOTAL AREA	76,021	1.745

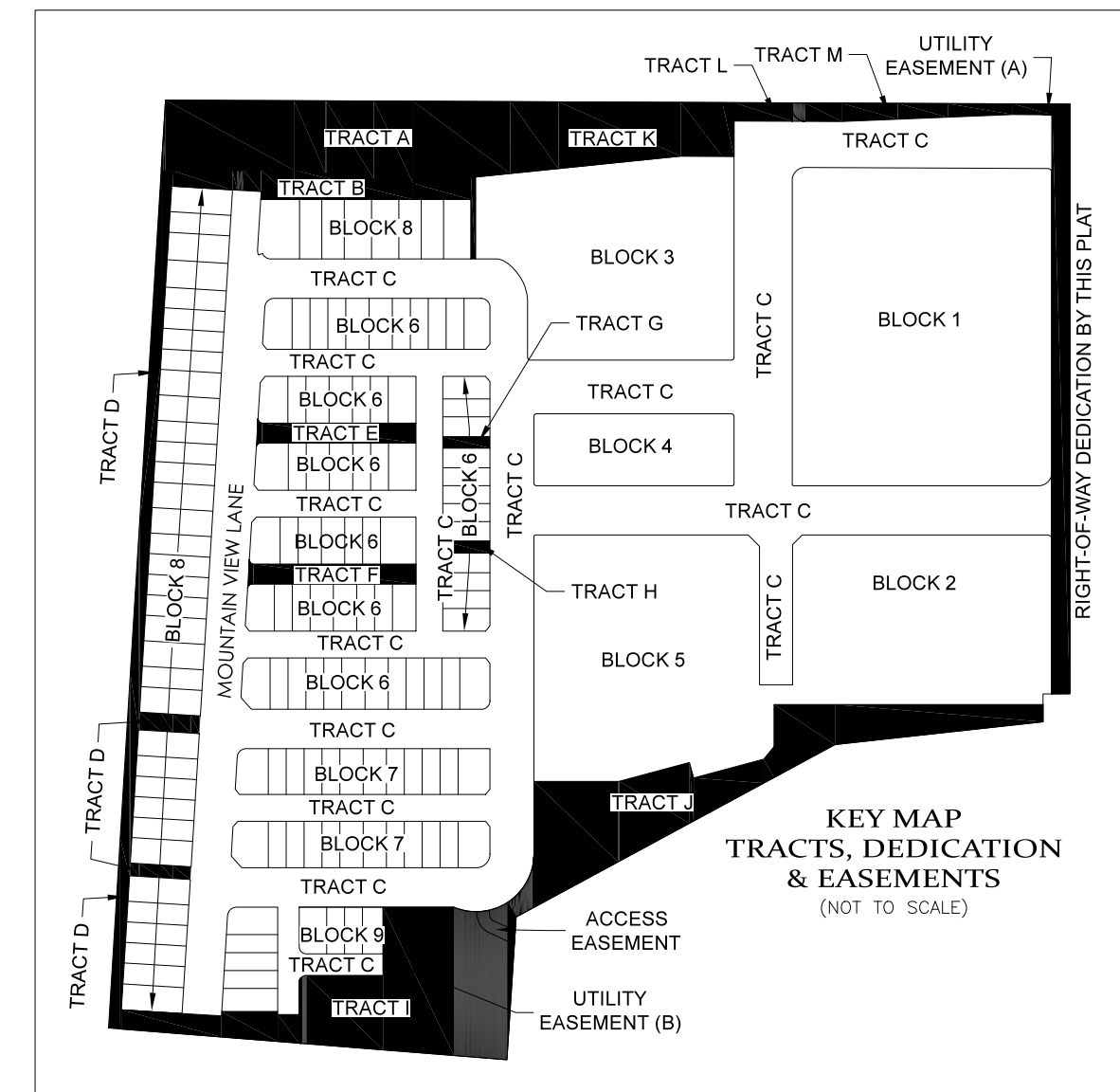
BLOCK 9		
LOT NO.	±SQ. FT.	±ACRES
LOT 1	1,714	0.039
LOT 2	1,159	0.027
LOT 3	1,184	0.027
LOT 4	1,208	0.028
LOT 5	1,607	0.037
LOT 6	1,587	0.036
LOT 7	1,043	0.024
LOT 8	1,043	0.024
LOT 9	1,199	0.028
TOTAL AREA	11,744	0.270

### LAND USE TABLE

	± SQ. FT.	± ACRES
BLOCKS	499,247	11.461
TRACTS	406,408	9.330
DEDICATION	13,172	0.302
SITE TOTAL	918,827	21.093
TRACT & DEDICATION TOTAL	420,883	9.662

### TRACT & DEDICATION DATA

TRACTS & DEDICATION				
TRACT	±SQ. FT.	±ACRES	LAND USE	OWNERSHIP
TRACT A	48,131	1.105	LANDSCAPE & UTILITY	CLEAR CREEK DEVELOPMENT, LLC
TRACT B	8,453	0.194	LANDSCAPE, UTILITIES & DRAINAGE	HOMEOWNERS' ASSOCIATION
TRACT C	249,336	5.724	METRO DISTRICT ROADS FOR PUBLIC ACCESS	CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1
TRACT D	14,763	0.339	LANDSCAPE, UTILITIES & DRAINAGE	HOMEOWNERS' ASSOCIATION
TRACT E	3,915	0.09	ACCESS & UTILITIES	CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1
TRACT F	4,127	0.095	ACCESS & UTILITIES	CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1
TRACT G	666	0.015	ACCESS & UTILITIES	CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1
TRACT H	692	0.016	ACCESS & UTILITIES	CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1
TRACT I	36,223	0.831	UTILITIES, ACCESS, DRAINAGE & LANDSCAPE	CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1
TRACT J	33,209	0.762	UTILITIES, ACCESS, DRAINAGE & LANDSCAPE	CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1
TRACT K	786	0.018	LANDSCAPE & UTILITY	CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1
TRACT L	1,378	0.032	FUTURE ACCESS	CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1
TRACT M	4,727	0.109	LANDSCAPE	CLEAR CREEK TRANSIT METROPOLITAN DISTRICT NO. 1
DEDICATION	13,172	0.302	RIGHT-OF-WAY DEDICATION	ADAMS COUNTY



LAND USE TABLES  
FINAL PLAT



TYPE OF SUBMITTAL:	FINAL PLAT
PREPARATION DATE:	JANUARY 31, 2023
REVISION DATE:	JULY 12, 2023
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JOB NO. 19-260	DWG: 19-260 FINAL.dwg

# CLEAR CREEK TRANSIT VILLAGE

\*\*\* FINAL PLAT \*\*\*

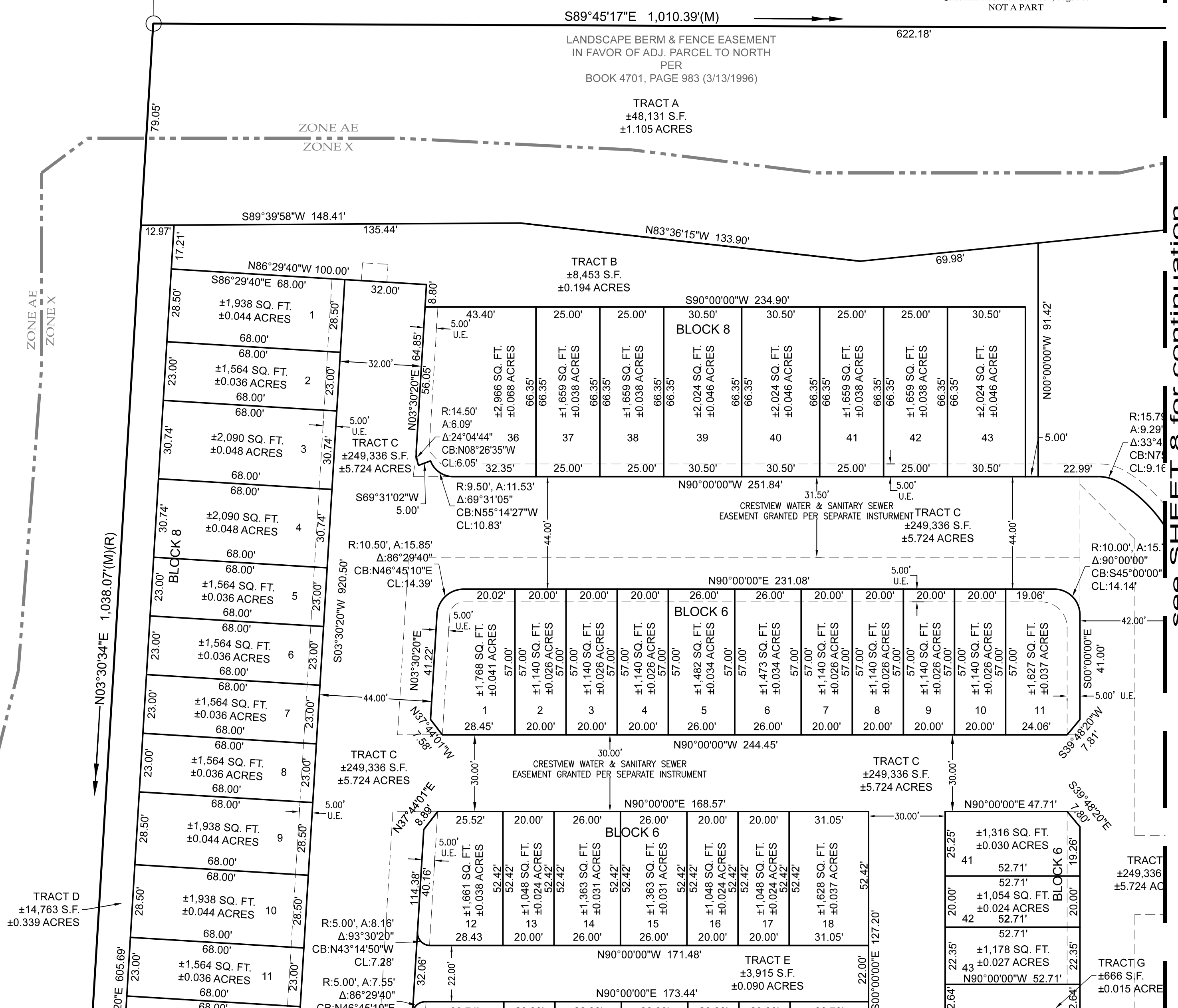
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SHEET 7 OF 14

PRC2023-00011

Tract C of Aloha Beach Filing No. 1  
Quitclaim Deed at Book 4534, Page 987  
NOT A PART

Tract D of Aloha Beach Filing No. 1  
Quitclaim Deed at Book 4534, Page 987  
NOT A PART

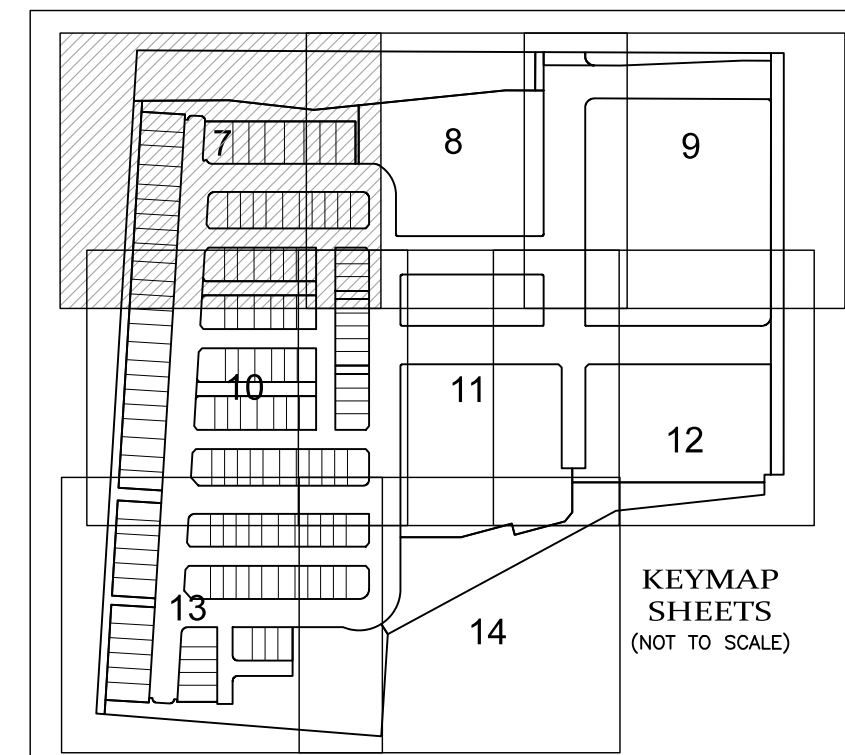


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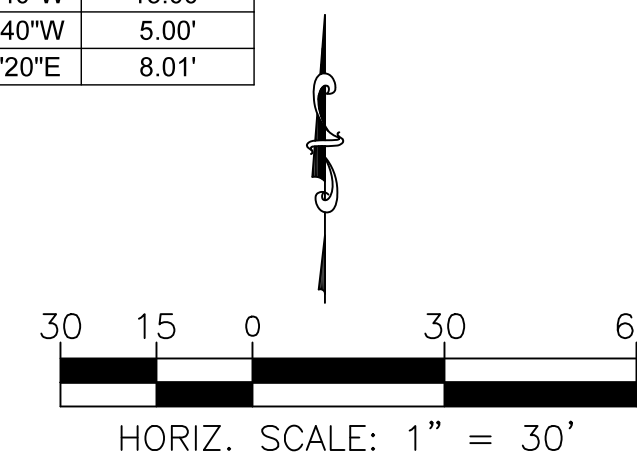
- PUBLIC LANDS SURVEY SECTION LINE
- PLAT BOUNDARY LIMITS
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- PROPOSED EASEMENT
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- ADJOINING PARCEL OR LOT LINE
- F.E.M.A. FLOOD BOUNDARY (AS NOTED)

FOR ADAMS COUNTY ROAD DEDICATION AND TRACTS B, D AND E DETAILS, SEE SHEET 15.



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	7.00'	11.00'	90°00'00"	N41°29'40"W	9.90'
C2	7.00'	11.00'	90°00'00"	N48°30'20"E	9.90'

LINE	BEARING	DISTANCE
L1	N03°30'20"E	0.79'
L2	N86°29'40"W	13.00'
L3	N86°29'40"W	5.00'
L4	N03°30'20"E	8.01'



see SHEET 10 for continuation

see SHEET 8 for continuation

FINAL PLAT

<p>POWER Surveying Company, Inc. Established 1988 9511 BRADSHAW DENVER, COLORADO 80221 PH: 303-752-9517 FAX: 303-752-1488 WWW.POWER-SURVEYING.COM</p>	TYPE OF SUBMITTAL:	FINAL PLAT
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SHEET 7 OF 14

# CLEAR CREEK TRANSIT VILLAGE

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A PORTION OF THE WEST HALF (W 1/2) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST  
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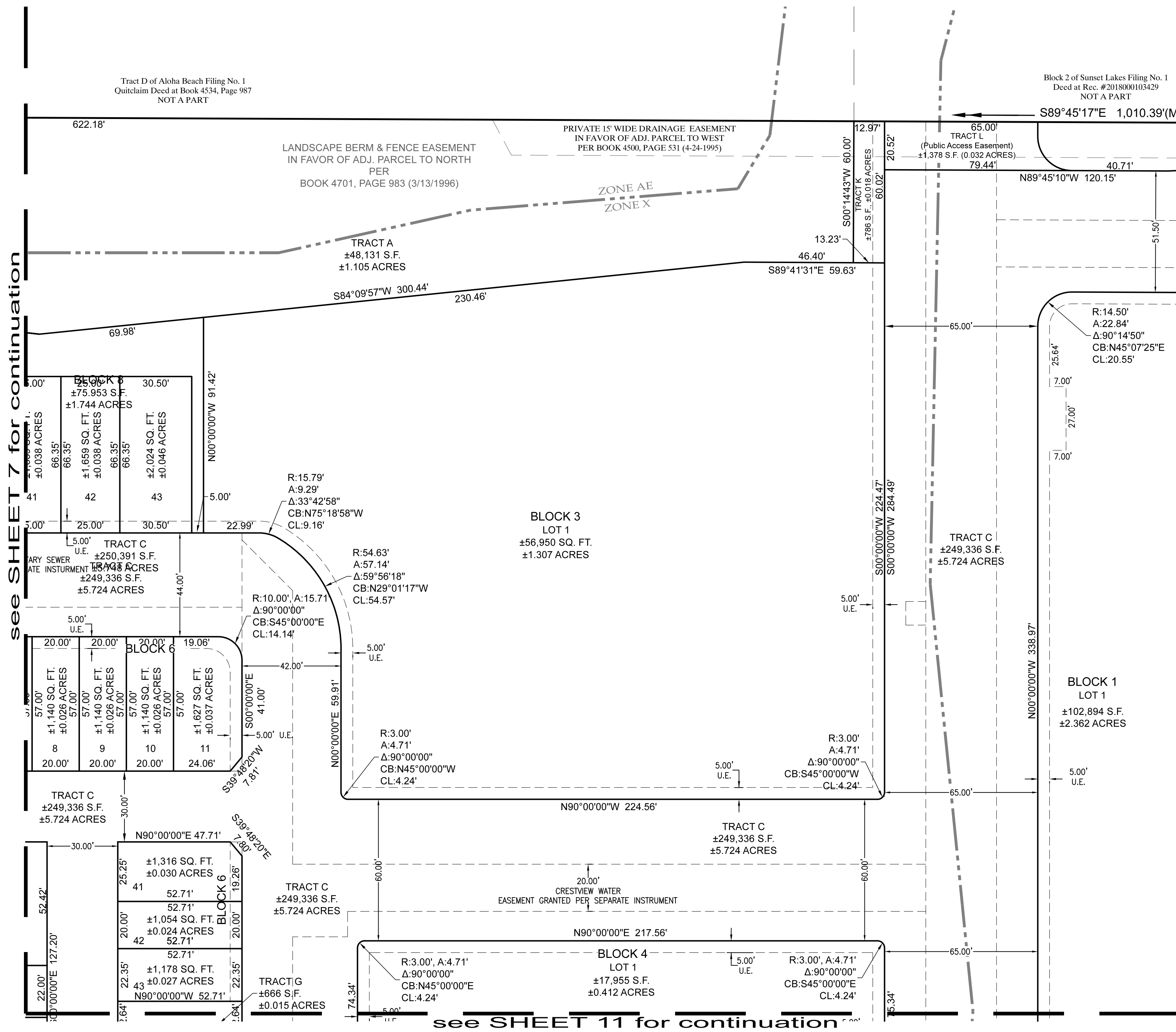
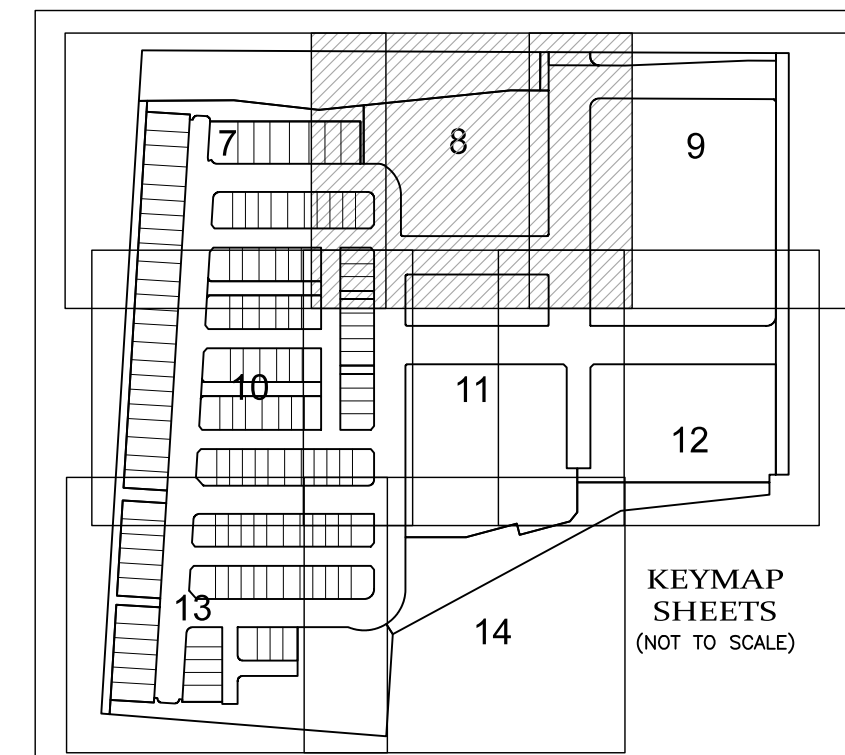
SHEET 8 OF 14

PRC2023-00011

## LEGEND OF SYMBOLS & ABBREVIATIONS

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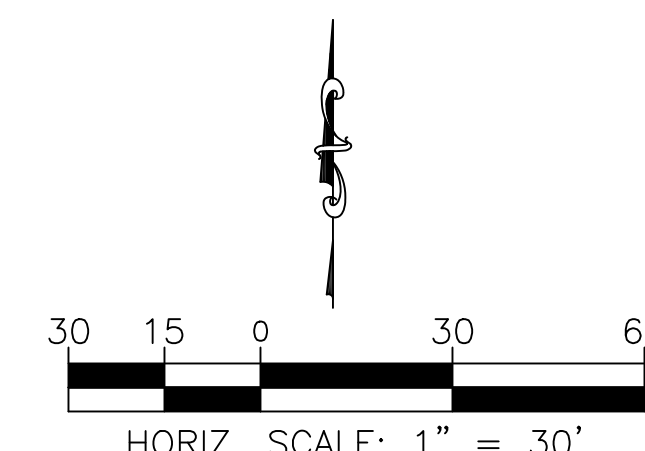
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see SHEET 7 for continuation

see SHEET 9 for continuation

see SHEET 11 for continuation



POWER  
Surveying Company, Inc.  
Established 1988  
6911 BROADWAY  
DENVER, COLORADO 80221

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REVISION DATE:	JANUARY 19, 2024
JOB NO. 19-260	DWG: 19-260 FINAL.dwg

FINAL PLAT

SHEET 8 OF 14

# CLEAR CREEK TRANSIT VILLAGE

\*\*\* FINAL PLAT \*\*\*

A PORTION OF THE WEST HALF (W 1/2) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

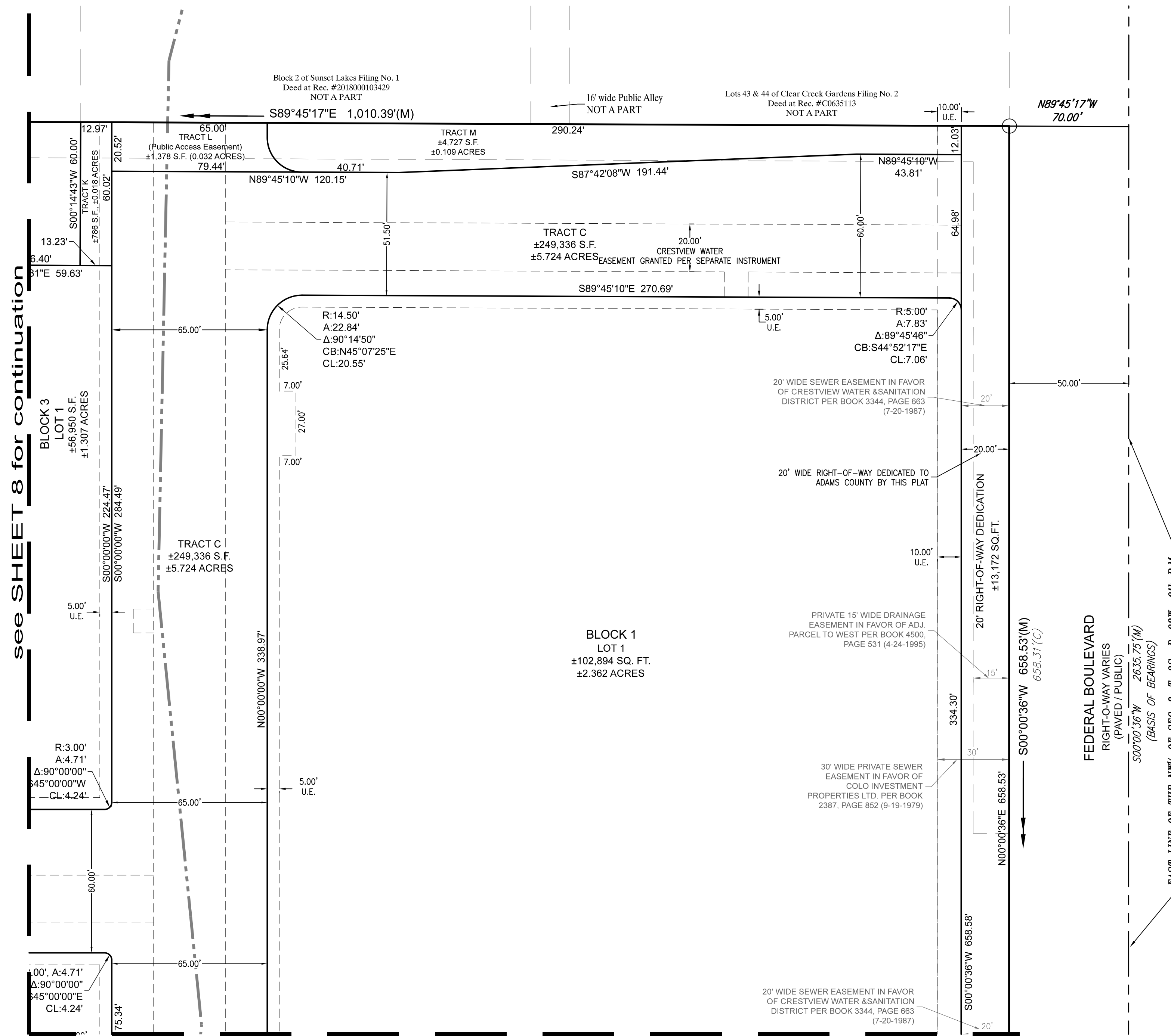
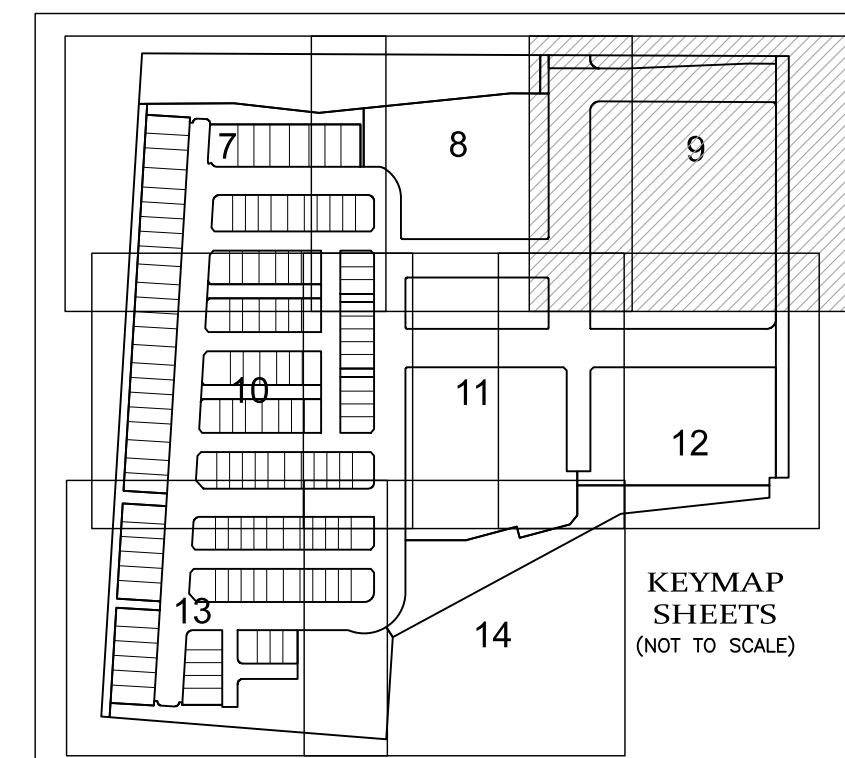
SHEET 9 OF 14

PRC2023-00011

## LEGEND OF SYMBOLS & ABBREVIATIONS

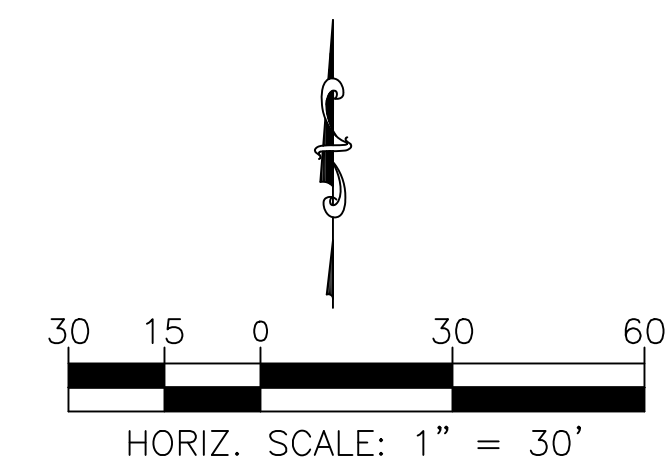
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FOR ADAMS COUNTY ROAD DEDICATION AND TRACTS B, D AND E DETAILS, SEE SHEET 15.



see SHEET 8 for continuation

see SHEET 12 for continuation



POWER  
Surveying Company, Inc.  
Established 1988  
PH: 303-702-9517  
FAX: 303-702-1488  
WWW.POWER-SURVEYING.COM

TYPE OF SUBMITTAL:	FINAL PLAT
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SHEET 9 OF 14

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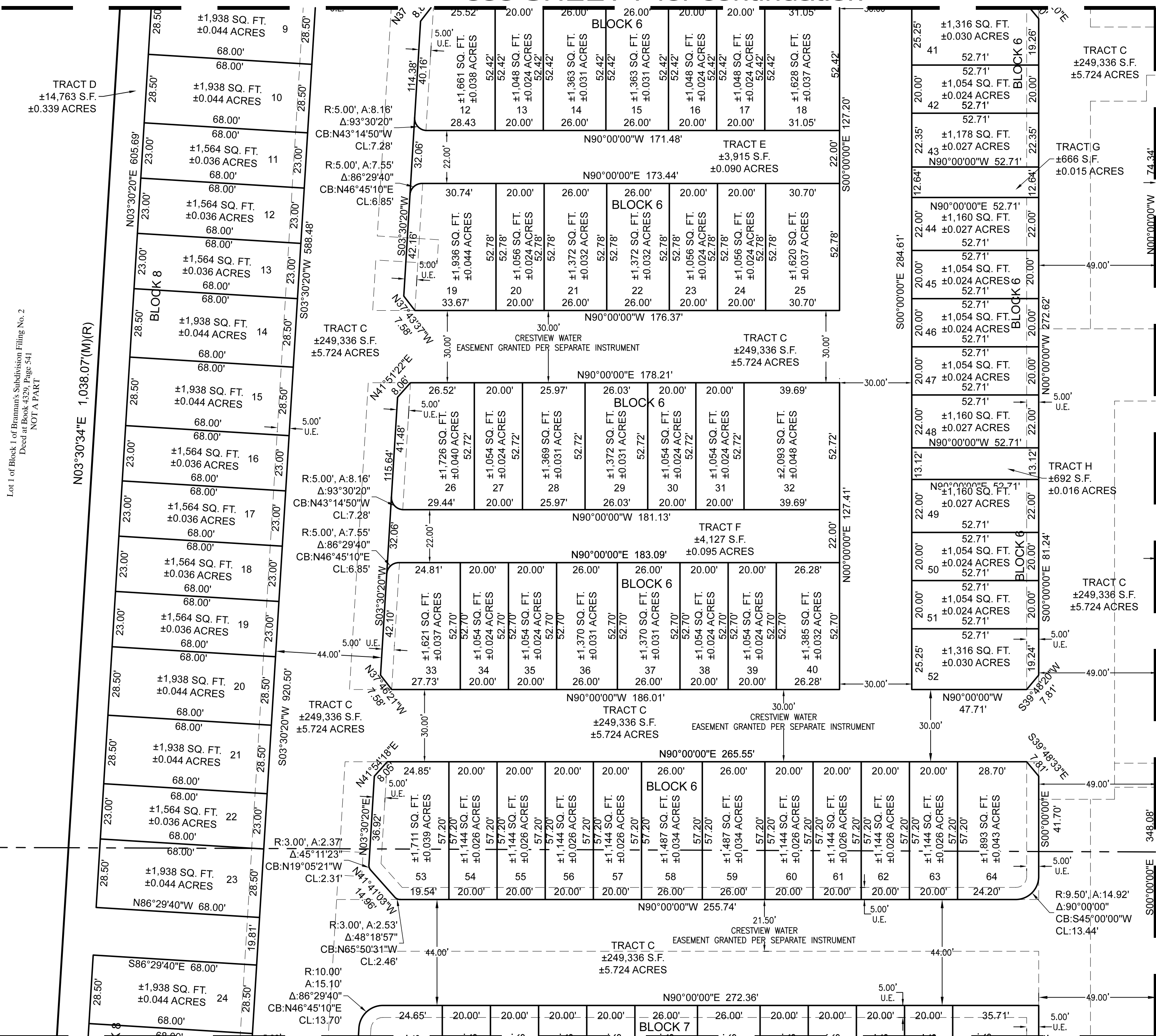
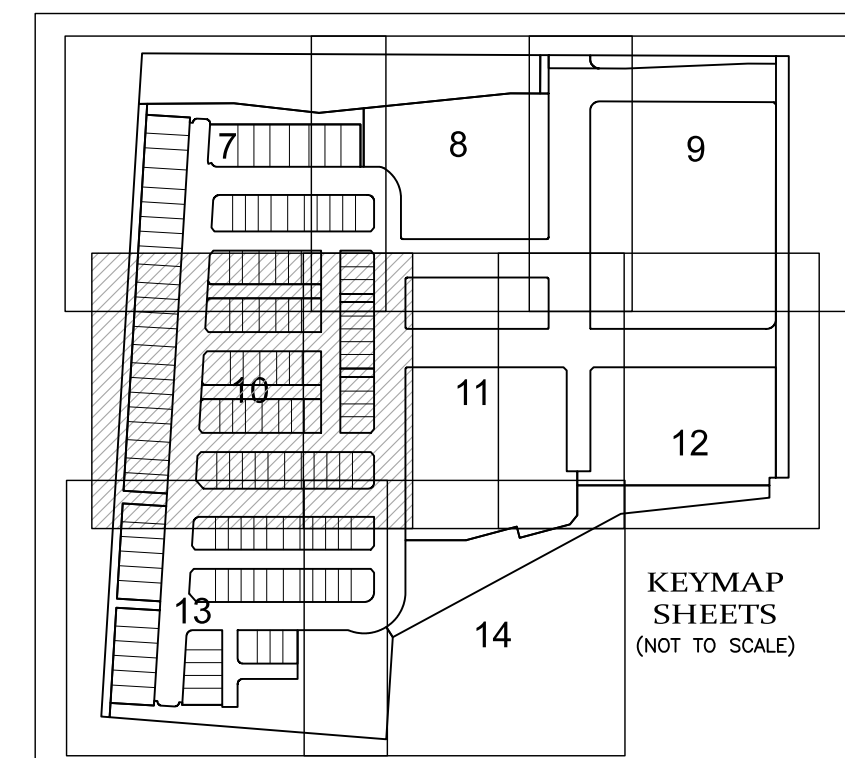
SHEET 10 OF 14

see SHEET 7 for continuation

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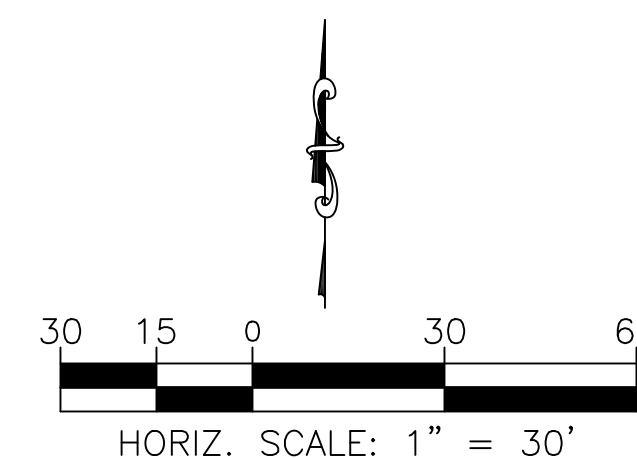
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see SHEET 11 for continuation

see SHEET 13 for continuation



FINAL PLAT



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Lot 1 of Block 1 of Braman's Subdivision Filing No. 2  
Deed at Book 4329, Page 541  
NOT A PART

# CLEAR CREEK TRANSIT VILLAGE

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A PORTION OF THE WEST HALF (W 1/2) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 11 OF 14

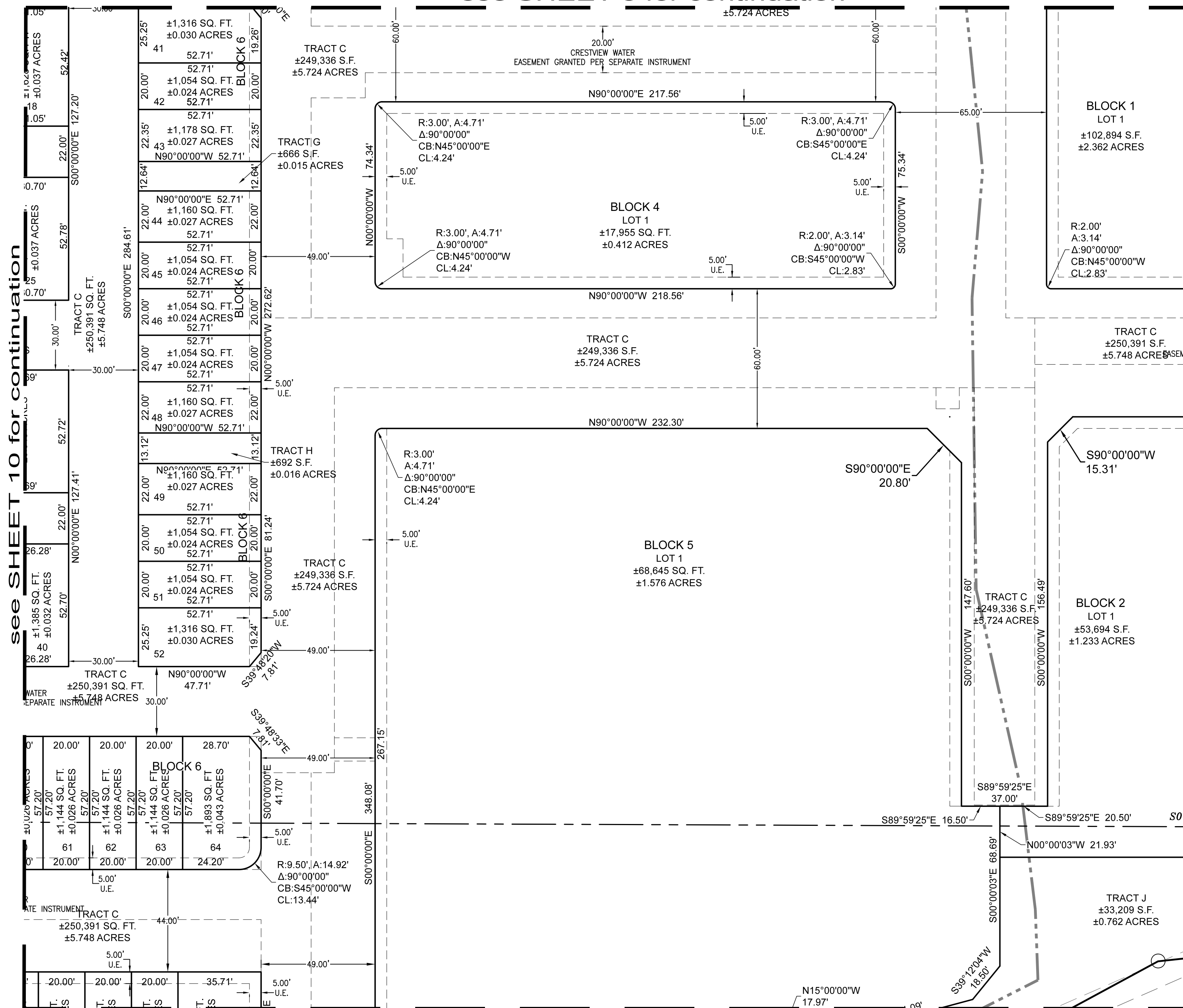
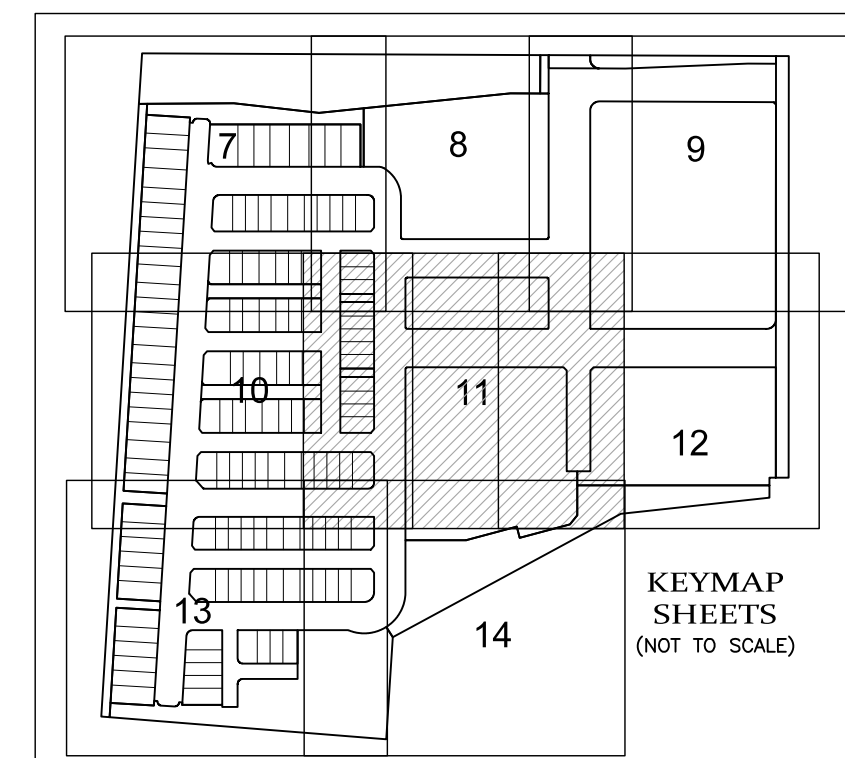
PRC2023-00011

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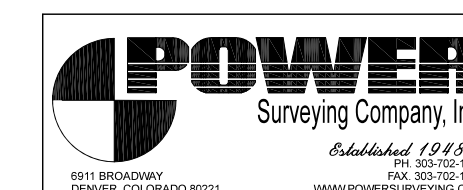
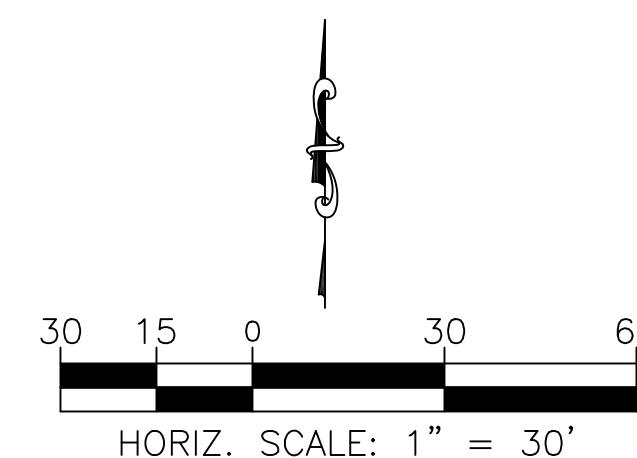
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see SHEET 10 for continuation

see SHEET 12 for continuation

see SHEET 14 for continuation



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SHEET 12 OF 14

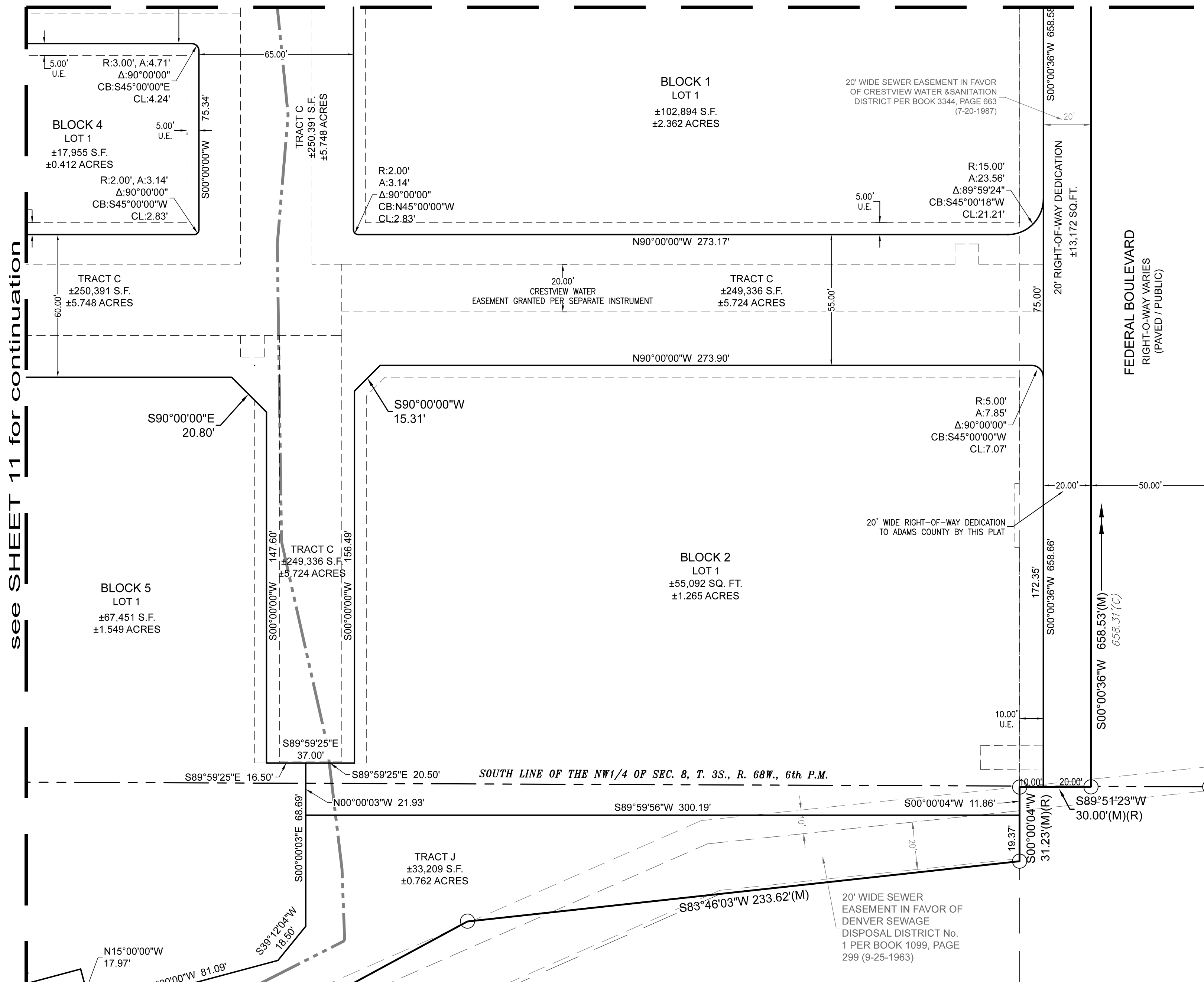
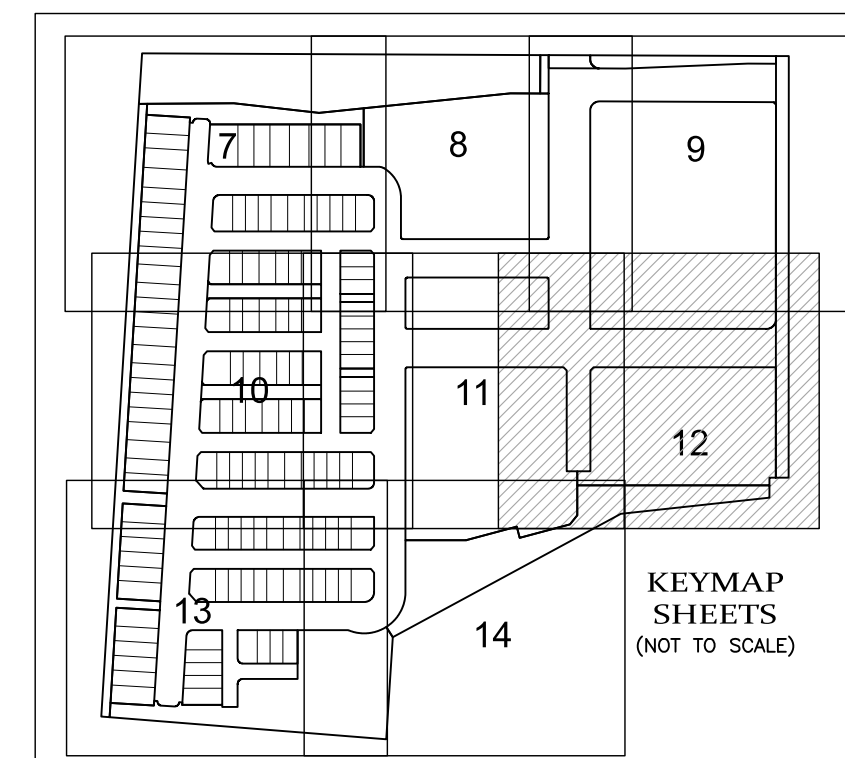
PRC2023-00011

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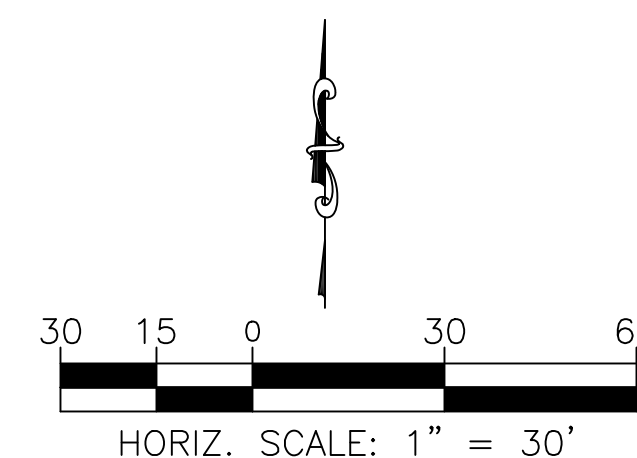
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see SHEET 11 for continuation

see SHEET 14 for continuation



*FINAL PLAT*

<p>POWER Surveying Company, Inc. Established 1988 6911 BROADWAY DENVER, COLORADO 80221</p>	TYPE OF SUBMITTAL:	FINAL PLAT
	PREPARATION DATE:	JANUARY 31, 2023
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SHEET 12 OF 14

# CLEAR CREEK TRANSIT VILLAGE

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SHEET 13 OF 14

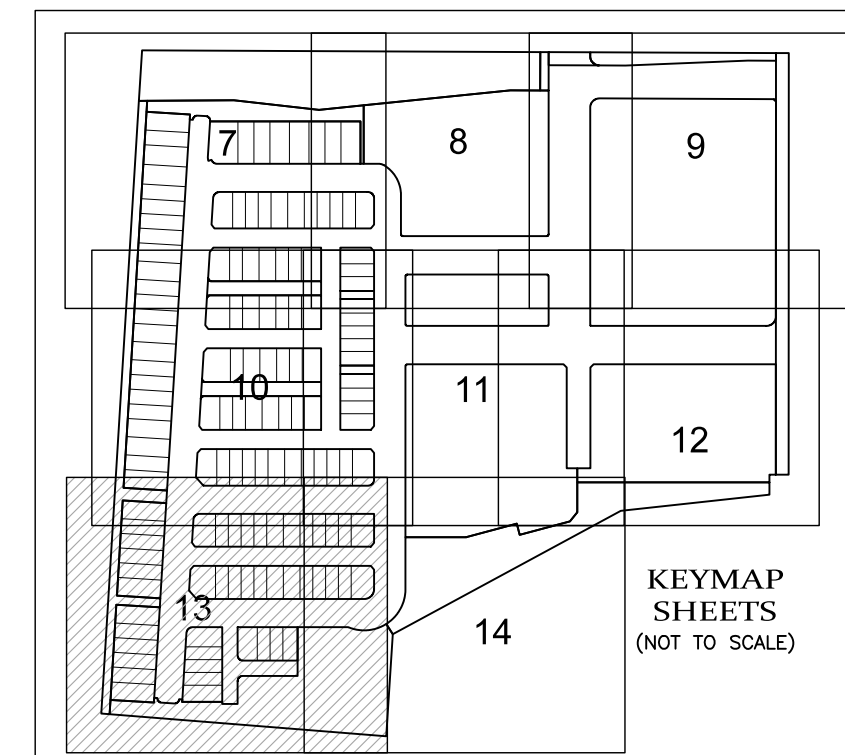
PRC2023-00011

see SHEET 10 for continuation

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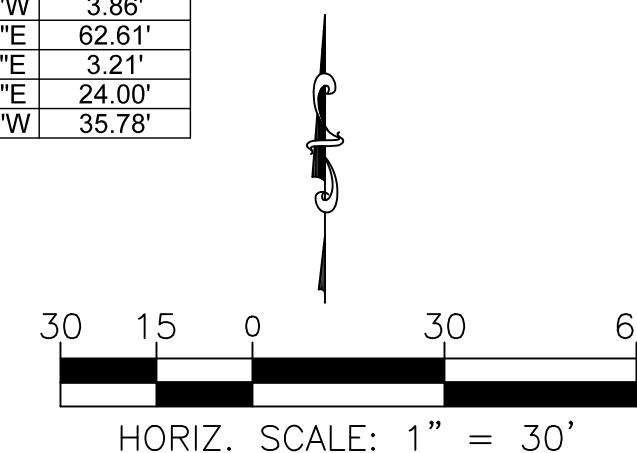
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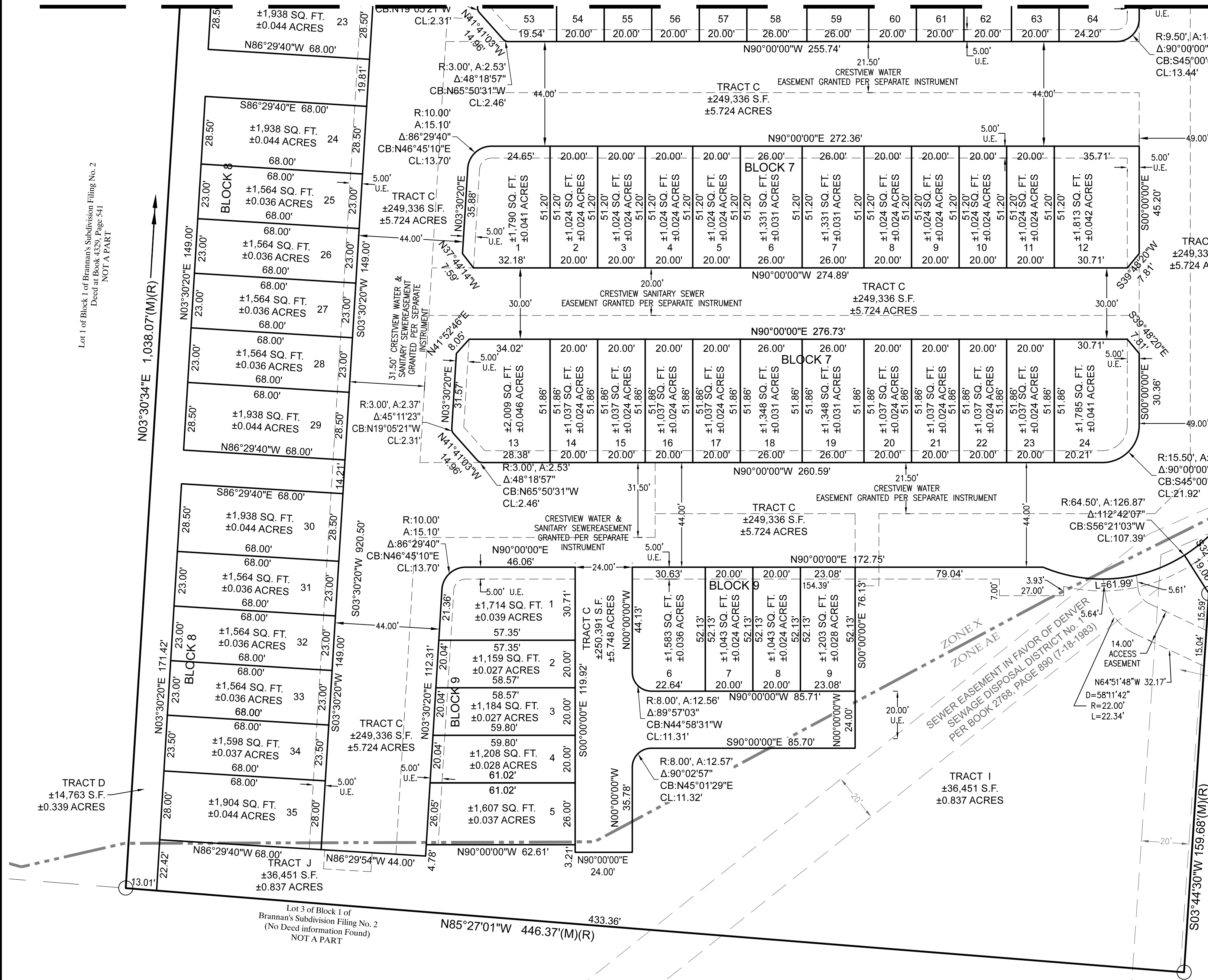


CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C3	7.00'	11.05'	90°22'11"	S41°41'50"E	9.94'
C4	7.00'	10.94'	89°34'31"	N48°17'35"E	9.86'
C5	8.00'	12.57'	90°02'57"	N45°01'29"E	11.32'

LINE	BEARING	DISTANCE
L5	N03°30'20"E	7.50'
L6	S86°29'40"E	5.00'
L7	S86°55'09"E	20.00'
L8	S86°29'40"E	5.00'
L9	S03°30'20"W	3.86'
L10	N90°00'00"E	62.61'
L11	S00°00'00"E	3.21'
L12	N90°00'00"E	24.00'
L13	N00°00'00"W	35.78'



see SHEET 14 for continuation



Lot 1 of Block 1 of Brannan's Subdivision Filing No. 2 Deed at Book 4329, Page 541 NOT A PART

Lot 3 of Block 1 of Brannan's Subdivision Filing No. 2 (No Deed information Found) NOT A PART

TYPE OF SUBMITTAL:	FINAL PLAT
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SHEET 13 OF 14

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SHEET 14 OF 14

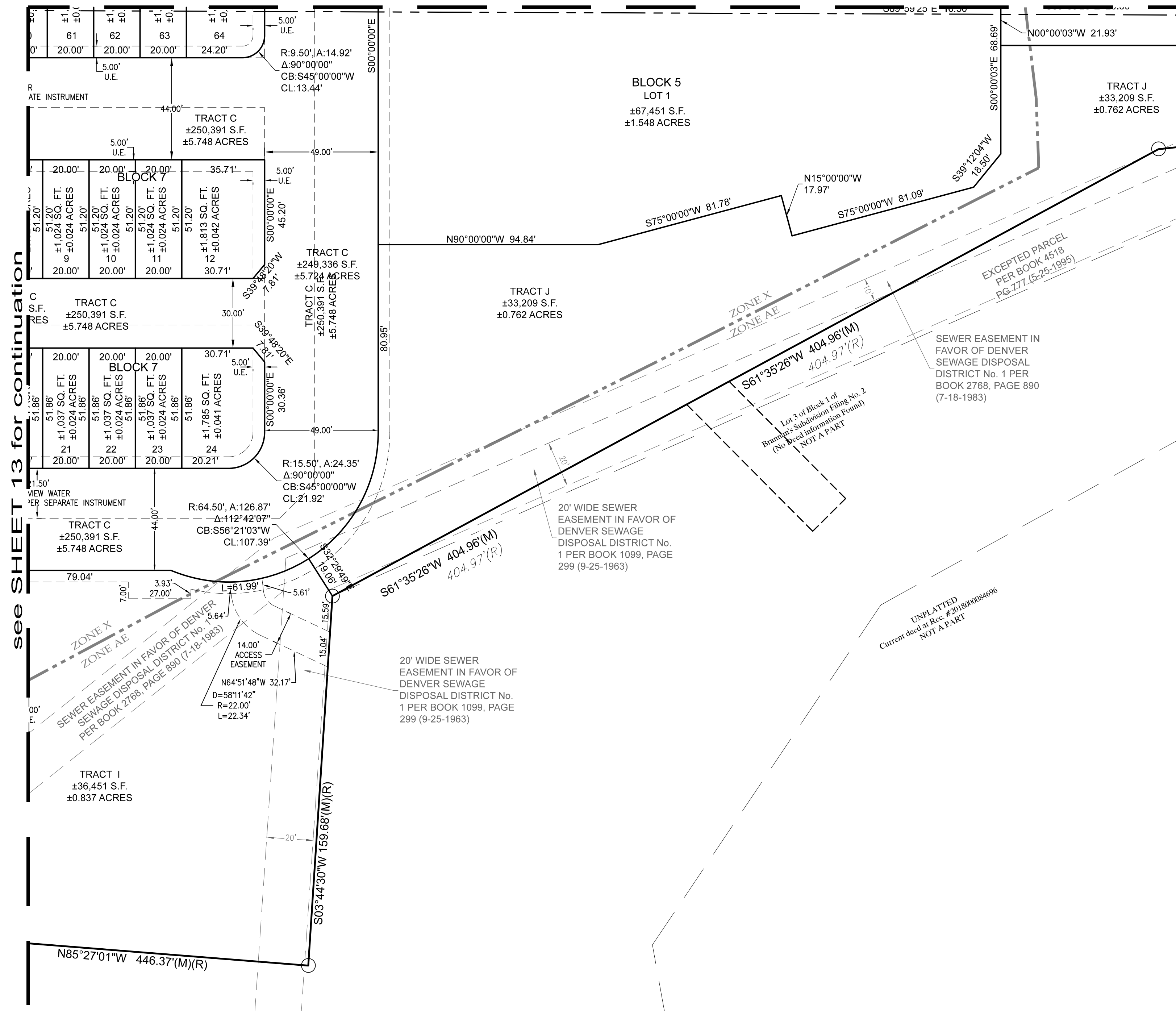
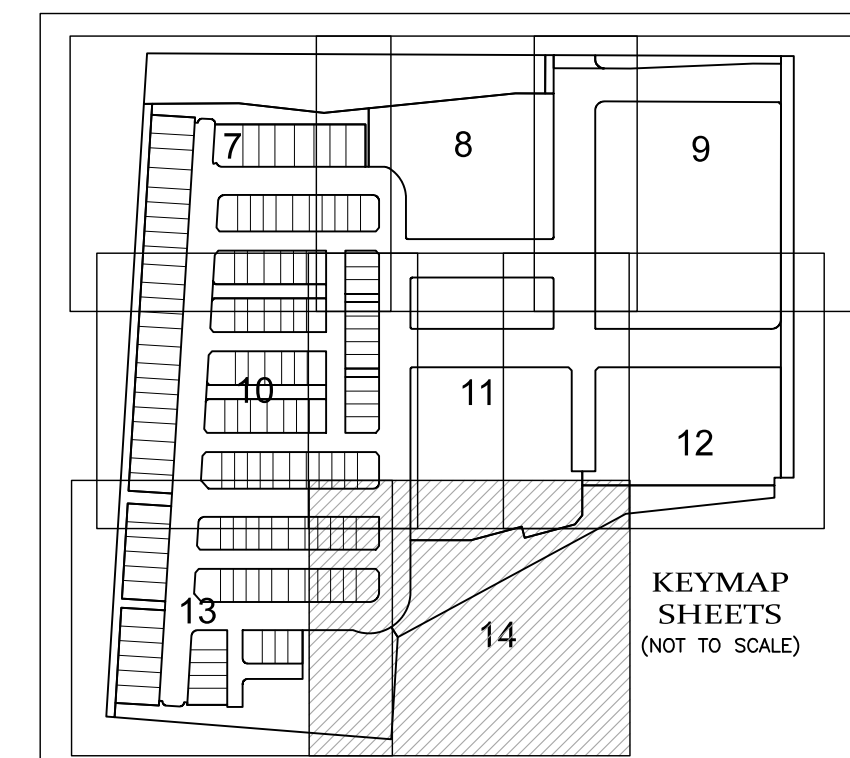
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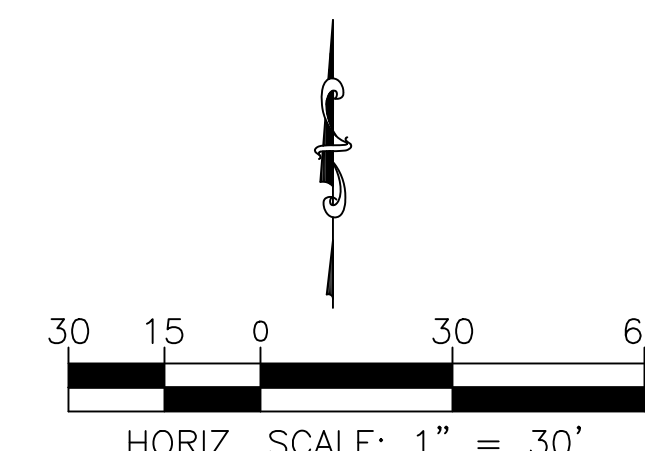
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see SHEET 13 for continuation



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SHEET 14 OF 14

# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO

## PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



### GENERAL DESIGN STANDARDS

This Clear Creek Transit Village FDP is intended to outline the permitted zoning, land uses and development standards for this particular property as described in the legal description on the Cover Sheet (Sheet 1). In the instances where there is a conflict between this FDP and the Adams County Development Regulations and Standards (effective August 15, 2017), this FDP shall control and apply to the Property.

The following are the Development and Design Standards. Refer to Sheet 4 for Planning Area descriptions and locations.

#### ARCHITECTURE VISION

"Build a place – not a project." Clear Creek Transit Village is a District Neighborhood and the architecture should have shared elements that reinforce the identity within this district. Clear Creek Transit Village is a mixed residential and commercial use district with interconnected transit as a defining feature. The architecture will reflect the district's identity through shared elements. Streamline Moderne design will be used to emphasize movement, pattern, and interconnected forms, while also incorporating a contemporary nod to the historic style. The color palettes are to be subdued.

Streamline Moderne is a style of Art Deco that became popular in the 1930's. Inspired by aerodynamics, the international style made its appearance in buildings related to transportation and movement. The style emphasizes repetitive forms, accentuated horizontal fins and banding, eyebrow roof forms, and strong vertical statements. Streamline Moderne naturally lends itself to the architectural emphasis of movement, pattern, and inter-woven forms.

The multi family building design will integrate massing and materials, with at least one material woven from the adjacent building. There will also be a mix of front and rear loaded 3-story townhomes as well as 2-story front loaded townhomes, each with private outdoor space.

These guidelines are written to communicate the overall architectural vision for Clear Creek Transit Village. All statements are strongly encouraged, except for the "Standards" text shown in *italics*, which are requirements.

Additional shared elements may include:

- Flat roof forms (multi-family and mixed-use buildings)
- Low slope of flat roof forms (single-family attached buildings)
- Repeated vertical forms (single-family attached buildings)
- Brick masonry
- Wood-toned siding
- Select rounded elements
- Long horizontal lines, horizontal grooves
- Deep overhangs or parapets



#### REINVENTING STREAMLINE MODERNE

Here are a few ways to bring Streamline Moderne into the 21st Century:

- Emphasize woven layers of materials. Accentuate vertical and horizontal lines, create opportunities for recessed doors and windows.
- Re-think siding materials. Introduce wood toned products, panel siding with sleek channels, and horizontal screening
- Create a double step in engaged columns and recesses. Step back the parapet to reinforce the Streamline Moderne vernacular.
- Provide deep awnings above windows, they not only reinforce the style, they provide passive solar cooling opportunities.
- Use lighting to accentuate vertical and horizontal rhythms and forms.

It is recommended that building elevations include some of the following elements:

- A material chosen to be "woven" in from an adjacent building
- Repetitive vertical or horizontal elements along the facade
- Flat roof forms
- Brick masonry
- Wood-toned siding
- Recessed windows and doors
- Window awnings
- Street level, horizontal accent roof forms
- Select rounded elements
- Long horizontal lines or horizontal grooves
- Deep (minimum 24") overhangs or parapets
- Architectural lighting that accentuates vertical or horizontal forms



#### MASSING AND FORM

Being the built representation of a transit-oriented hub, the architecture will emphasize movement, pattern and form.

Multi-Family Considerations:

- While stretches of simple elevation massing are encouraged, building entries, corners and areas of heightened circulation should be emphasized with greater articulation and grander gestures.
- Additional articulation will be required on high visibility streetscapes.
- Buildings will have a discernible hierarchy, showing a base, middle and top.
- Top story, of multi-story buildings four stories and above, will strategically step back to further reinforce building hierarchy.
- Private outdoor balconies are strongly encouraged.

Single-Family Attached Considerations:

Continuing the spirit of the District Neighborhood, townhome architecture should have shared elements that reinforce the identity of the district. Massing should continue to reflect the Streamline Moderne style, with connections, intersections and overlaying modes. Massing and materials are to appear woven together.

- Brick masonry
- Wood-toned siding
- Recessed windows and doors
- Low-sloping roof forms (4:12 and below) or flat roofs with parapets
- A wood-tone accent siding or architectural feature
- Select rounded elements
- Passive-solar shading opportunities
- Private outdoor living spaces



#### 1.0 BUILDING FORM & ARCHITECTURAL CHARACTER

Intent:

- To create inviting and active ground floor frontages along internal streets
- To encourage ground floor activity and pedestrian scale along street frontages
- To create four-sided buildings which orient to the streets.
- Scale, texture, and color of materials to represent a local, contemporary design or interpretation
- Architectural detailing to contribute to the identity of the place through local materials, craftsmanship and traditions

Guidelines:

- Building types might include townhouses, live/work units, multifamily housing, mixed-use, office, retail and/or restaurant buildings or a combination thereof.
- Buildings edges facing Creekside Avenue should include materials which compliment the natural landscape and should use materials such as wood, architectural concrete, stone or brick.
- Along semi-active ground floors, architectural or landscape features should functionally allow for residential or live/work uses to coexist. This may include patios as a transition space, walk-up, stoop, or additional landscaping techniques.

Standards (required):

- 1.a *Buildings will have a discernible hierarchy, showing a base, middle and top.*
- 1.b *All setbacks shall be followed as depicted on the Overall Site Plan (see sheet 4).*
- 1.c *Non-townhome ground floor residential uses shall have a minimum of a 10'-0" floor-to-floor height to accommodate live/work or shop-front uses. Ground floor commercial uses shall have a minimum of a 12'-0" floor-to-floor height to accommodate a variety of uses over time. (market conditions might not allow for live/work or commercial opportunities in the early phases. Residential or civic uses are encouraged for the interim)*
- 1.d *Buildings shall be constructed with highly durable building materials on all four sides.*
- 1.e *Northern and western property edges shall use materials, colors and building articulations to respond to the adjacent existing landscape.*



#### 2.0 BUILDING FACADES

Intent:

- To create visually interesting high-quality facades, particularly those that face streets or public open space.
- To avoid large areas of undifferentiated or blank facades
- To provide pedestrian scale, character and detail.
- To create visual interest through the interplay of light and shadow.

Guidelines:

- Where balconies and terraces are used, they should be incorporated into the vertical and horizontal shifts in building massing wherever possible to avoid facades dominated by cantilevered balcony projections.
- Awnings or shading elements which are solely cosmetic and non-functional should not be used.

Standards (required):

- 2.a *Each building facade oriented to the street or public space shall express high levels of design, material quality, and detailing.*
- 2.b *Building facades shall include architectural variety and scale through such elements as: expression of building structure; window pattern, door or other openings that provide surface variation through change of place; change in color; change in texture; change in material module or pattern.*
- 2.c *Primary building facades at the street level shall include some elements that provide a change in plane that create interest through the interplay of light and shadow. Examples of such elements include:*
  - *Windows recessed a minimum of three (3) inches*
  - *Recessed entries and doors*
  - *Projecting sills*
  - *Projecting pilasters, columns, bays*
  - *Projecting cornices and roofs*



#### 3.0 BUILDING ENTRANCES

Intent:

- To promote inviting and open entries along ground-floor commercial and active live/work frontages through frequent points of entry.
- To provide clear and understandable entry points for mixed use and residential buildings for easy way-finding year-round, day or night.
- To enhance the scale, activity and function of the public streets.

Guidelines:

- Entries should have a scale and level of detail appropriate to the design, scale and number of units or storefronts provided.
- Primary building entries of commercial uses should be clearly defined and generally break the storefront/ground-floor facade pattern.
- Mixed use buildings should have separate clearly marked entries for residential and commercial uses.

Standards (required):

- 3.a *Primary entries shall face a public street or plaza, be clearly defined and marked with an address and/or appropriate signage.*
- 3.b *Primary building entries shall be emphasized by recessing the door a minimum of four (4) inches, by changes in wall plane or building massing, by diffraction in material or color, a greater level of detail, and/or enhanced lighting.*
- 3.c *Service access for buildings shall be located out of sight from the primary building entry such as in an alley, back of building, or interior parking lot or structure.*



CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME  
CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK COOP I.L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

NOT FOR  
CONSTRUCTION

DATE:  
FDP-01: 03/16/2023  
FDP-02: 07/07/2023  
FDP-03: 10/23/2023  
FDP-04: 02/08/2024

DRAFT

SHEET TITLE:  
GENERAL DESIGN  
STANDARDS

NOTE: All images are for illustration purposes and are only to be used to communicate intent for the General Design Standards.

# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



## GENERAL DESIGN STANDARDS (CONTINUED)

### 4.0 BUILDING MATERIALS & COLOR

Streamline Moderne naturally lends itself to the architectural emphasis of movement, pattern, and inter-woven forms. This is a minimalistic, pure-form approach, making sophisticated gestures towards a historic style. Color palettes are to be subdued.

Intent:

- To use low maintenance and lasting materials which hold up to vandalism and age well.
- To use new synthetic materials in ways that reflect their intrinsic characteristics.

Guidelines:

- Building materials should include new technologies and materials that contribute to the development's character and promote environmental sustainability as well as architectural methods and materials that are energy resource responsible.

**Standards (required):**

- Facades facing a street or public open space shall be composed primarily of primary materials as listed below.
- Primary Materials: brick, stone, architectural precast concrete, architecturally cast concrete, cast stone, specially treated concrete masonry units, terra-cotta, glass, and durable synthetic materials such as glass fiber-reinforced concrete, metal panels or green wall systems
- Secondary Materials: exterior insulation and finishing systems, simple concrete masonry units, and hard-cost stucco
- Building materials shall be selected with the objectives of quality and durability appropriate to the prevailing climate conditions.



### 5.0 BUILDING FENESTRATION, TRANSPARENCY & REFLECTIVE GLASS

Intent:

- To animate public spaces with transparent building facades, while providing a sense of security through "eyes on the street".
- To create transparent viewing through glazing at the ground floor to provide pedestrians the opportunity to view activities inside and outside the building.
- To provide adequate transparency on upper floors to create a secondary level of activity and to be able to view activities To promote a high level of transparency at the ground level of commercial uses.
- To limit the use of reflective glass with high glare.

Guidelines:

- To allow for the use of high-performance reflective glass, while reducing possible glare, and maintaining some transparency, the reflective coating should be on the second or third surface.

**Standards (required):**

- All ground-floor commercial uses shall have no less than 60% of transparency.
- All upper-level commercial glazing shall have no less than 40% of transparency.
- Highly reflective and first-surface reflective coatings shall not be used.



### 6.0 BUILDING LIGHTING

Intent:

- To illuminate architectural elements including building entries, cornices, structural bays or other significant features.
- To encourage the use of interior lighting through its fenestration both on the ground-floor as well as upper-levels.

**Standards (required):**

- Lighting fixtures shall be of architectural quality and consistent with the design of the building. No utilitarian lighting is allowed.
- Lighting of service areas and parking structure areas shall be controlled so that it does not illuminate onto adjacent areas or buildings.
- Areas of ground floor activity should provide a consistent glow to encourage exploring and visiting of businesses at night.
- Lighting elements should draw attention to major building entries.

### 7.0 ROOFTOP DESIGN & MECHANICAL SCREENING

Intent:

- To maintain a consistent look and not disrupt the continuity of the roof, rooftop or parapet.
- To avoid the random placement of mechanical or electrical equipment as seen from the street.
- To promote sustainable design through green roofs and other methods to reduce heat gain in summer months and to retain heat in winter months.
- To encourage usable rooftop gardens and gathering spaces.
- To reduce the visual impact from upper floors looking down on adjacent buildings' rooftops.

Guidelines:

- When possible outdoor rooftop spaces such as terraces, shared public or private spaces should be provided to take advantage of mountain views, Colorado's year-round weather and 300+ days of sunshine.
- Green roofs should be included where feasible through regionally appropriate vegetative and drought tolerant plantings. Rooftop spaces might consider urban permaculture through providing functional gardens which produce seasonal fruits, vegetables and/or spices.

**Standards (required):**

- All rooftop mechanical and electrical equipment, satellite dishes, or antennae shall be screened and organized as such that limits the visual disruption of the roof.



### 8.0 VEHICULAR ENTRIES

Intent:

- To provide the safe and efficient movement of all users including: vehicles, buses, pedestrians and bicyclists.
- To be spaced to allow for cueing of vehicles along the public street and not disrupt adjacent traffic or turning vehicles.

Guidelines:

- Entry points should be obvious, provide a break in facade or show a material change to indicate as visual cue for pedestrians.

**Standards (required):**

- Vehicular entries, especially public ones, shall be clearly marked to allow proper way-finding for motorists.
- Vehicular entry points shall be in locations that minimize the disruption of pedestrian circulation.

### 9.0 PARKING

Intent:

- To mitigate any negative visual aspects of parking as viewed from the street or adjacent uses.
- To limit or avoid permanent of-street surface parking.
- To encourage structured, tuck-under, or other methods of non-surface parking.

Guidelines:

- Temporary surface parking in initial phases should be designed to be aesthetically pleasing and safe through landscaping and proper lighting treatments.
- Parking structure facades that are facing amenity courts, adjacent to leasing/amenity spaces, or highly visible from community entrances along Federal Blvd., will be strongly encouraged to have additional screening, in the form of brick detailing, kinetic screens, green walls or art installations that cover a minimum of 50% of the first two stories of parking structure along that facade, and reinforce the theme of interwoven connectivity.

**Standards (required):**

- Surface, tuck-under or structured parking shall be located internally to each block and/or have limited exposure to adjacent streets and uses.
- Parking areas shall be screened from public view by wrapping them with development.



### 10.0 PARKING STRUCTURES

Intent:

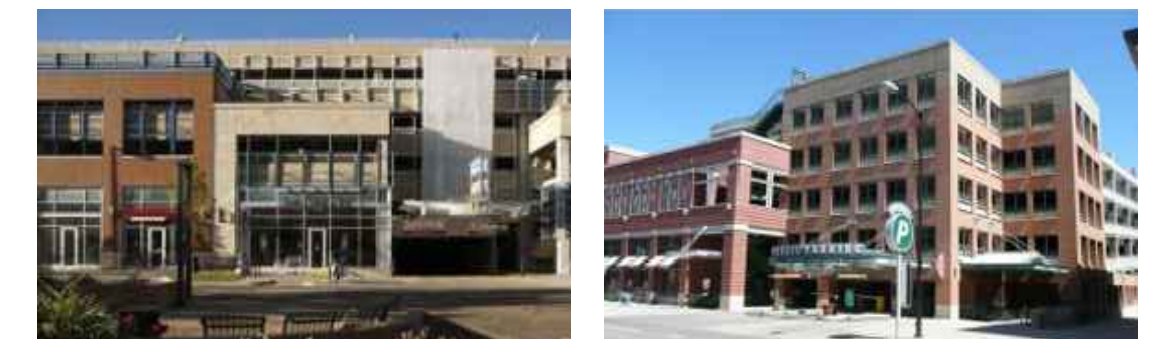
- To provide a high quality pedestrian experience along the street environment.
- To provide uses or art along the public street to encourage pedestrian activity.
- To avoid large areas of undifferentiated or blank facades at the street level

Guidelines:

- The ground floor of wrapped parking structures should be designed with a pedestrian scale and allow for a variety uses or tenants to change and evolve over time.

**Standards (required):**

- Parking structures exposed to an adjacent street shall have a high quality facade to reduce negative visual impacts.
- Structured parking shall be designed so that vehicles parked on all levels of the facility are predominately screened from public view.
- Parking structure facades facing public streets shall be designed to integrate or blend into their context. This might include integrating structural bays, unique use of a material or vegetative cover/living wall treatment.



CLEAR CREEK TRANSIT VILLAGE  
FINAL DEVELOPMENT PLAN  
IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
OWNERS NAME  
CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK COOP I, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

NOT FOR  
CONSTRUCTION

DATE:  
FDP-01: 03/16/2023  
FDP-02: 07/07/2023  
FDP-03: 10/23/2023  
FDP-04: 02/08/2024

**DRAFT**

SHEET TITLE:  
GENERAL DESIGN  
STANDARDS

NOTE: All images are for illustration purposes and are only to be used to communicate intent for the General Design Standards.

**CLEAR CREEK TRANSIT VILLAGE**  
AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
**PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)**

CASE NUMBER:  
PRC2023-00011



**GENERAL DESIGN STANDARDS (CONTINUED)**

**11.0 SERVICE AREAS, TRASH ENCLOSURES AND UTILITY APPURTENANCES**

Intent:

- To reduce the visibility of loading and service areas, recycling or trash enclosures and mechanical/electrical equipment to public streets, adjacent development or open spaces.

Guidelines:

- Service areas and trash enclosures should not front onto streets and public open spaces. Service areas should be located to the rear or side of buildings, and screened from view from street and/or public open space.
- Loading and service areas should be concentrated in common courts when possible to minimize any visual impacts.

**Standards (required):**

- 11.a *Utility appurtenances such as light fixtures and signal boxes shall be located behind the sidewalk and out of the tree lawn or sidewalk amenity zone whenever possible. When it must be in the tree lawn, or amenity zone, such equipment shall be centered on the tree line and aligned with but no closer than 42 inches from the face of curb.*
- 11.b *Service areas shall be located internal to the development blocks, hidden from public view and away pedestrian circulation paths.*
- 11.c *Where fully internal service areas are not feasible, the service areas shall be bounded on three sides by the building being served, with only one side open to the service drive. The open side shall be screened to the greatest extent possible.*
- 11.d *Service areas should not be located within 25 feet of primary building entrances.*

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THISTLE CREEK OOF, L.P.  
14034 SOUTH 145th EAST  
DRAPER, UT 84020

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**DRAFT**

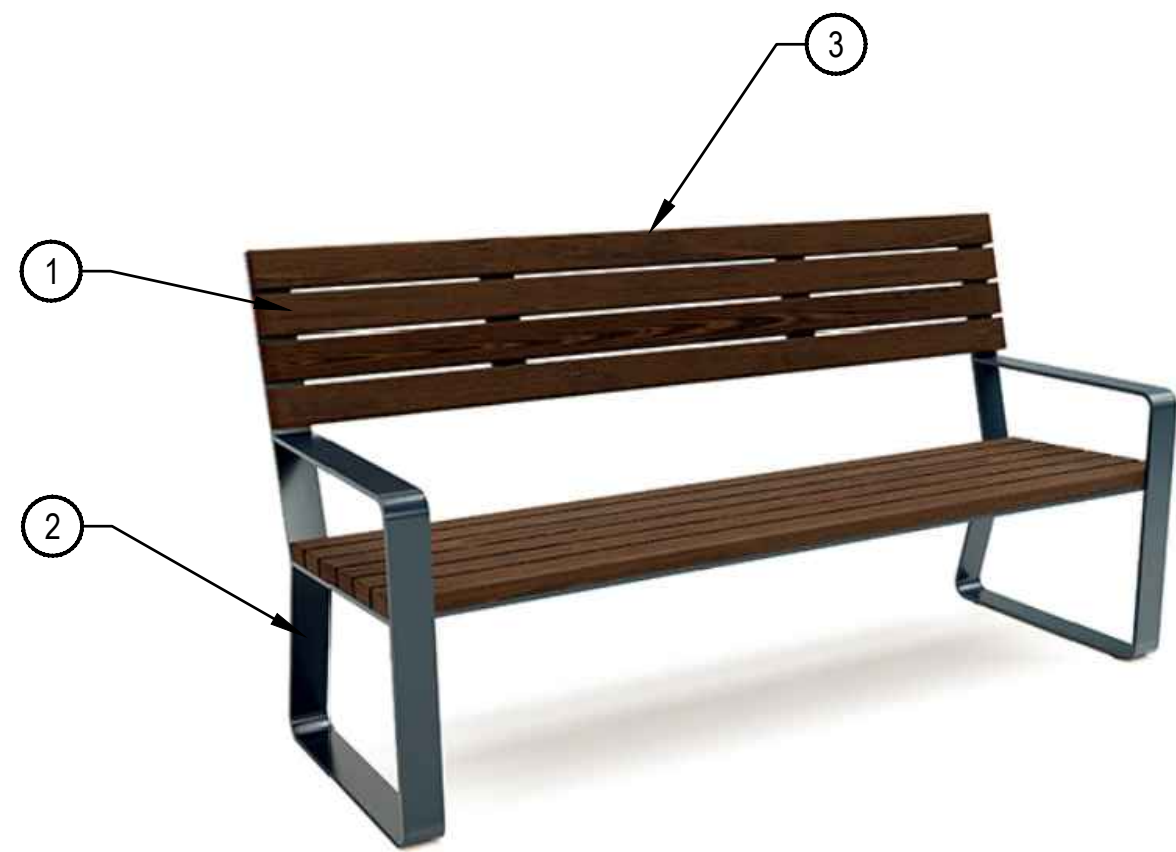
SHEET TITLE:  
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# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



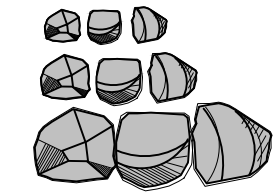
- ① WOOD OR METAL BENCH SLATS
- ② METAL FRAME WITH POWDERCOAT FINISH
- ③ SIZE: APPROX. 6' LENGTH, 3' HEIGHT, 2' WIDTH



**NOTES:**

1. BUFF SANDSTONE BOULDERS FROM ON-SITE OR NEARBY QUARRY, BOULDER SHOULD BE SIMILAR TO ROCK FOUND THROUGHOUT SITE
2. REFER TO PLANS FOR LOCATIONS.
3. BOULDERS SHALL MEET OR EXCEED SIZE REQUIREMENTS

BOULDER SIZES	
ITEM	APPROX. SIZE
'A' SIZED BOULDER	24 - 30" DIAMETER X 18" MIN. HT.
'B' SIZED BOULDER	30 - 48" DIAMETER X 24" MIN. HT.
'C' SIZED BOULDER	48 - 60" DIAMETER X 24" MIN. HT.

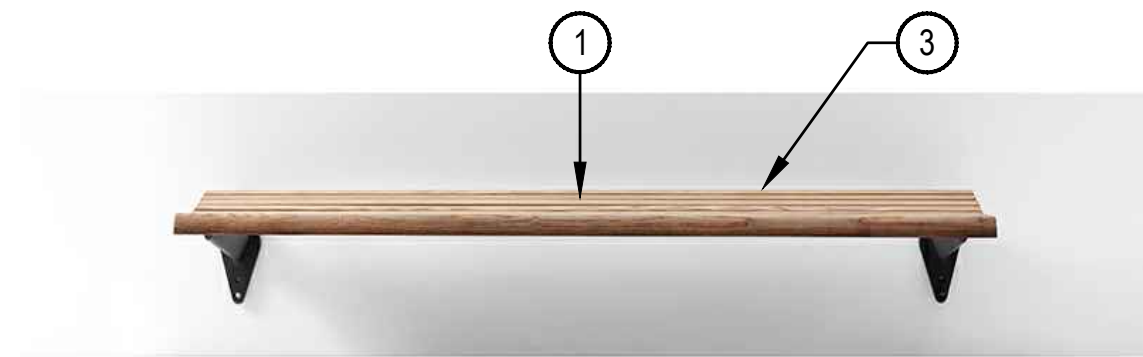


## ① BACKED BENCH

SCALE: N.T.S.

## ② LANDSCAPE BOULDER

SCALE: N.T.S.



- ① WOOD OR METAL BENCH SLATS
- ② METAL FRAME WITH POWDERCOAT FINISH
- ③ SIZE: APPROX. 6' LENGTH, 2' HEIGHT, 2' WIDTH

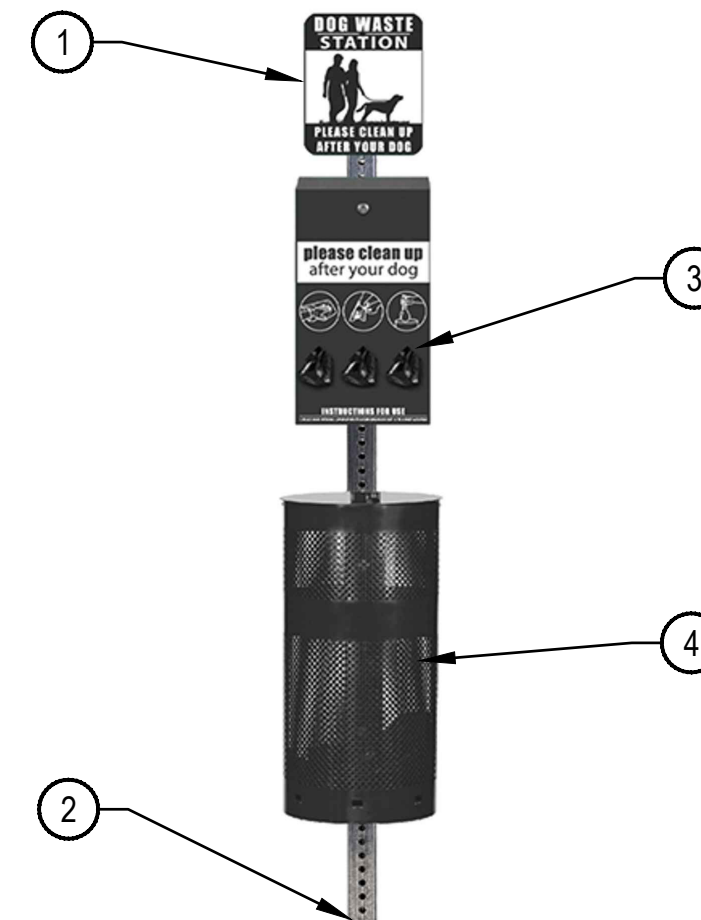


**NOTES:**

1. WALL MOUNT PER MANUFACTURER SPECIFICATIONS.
2. REFER TO LANDSCAPE PLAN FOR FINAL LAYOUT.

## ③ WALL MOUNTED BENCH

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



- ① PET WASTE STATION
- ② FINISHED GRADE, SEE PLAN FOR LANDSCAPE CONDITION
- ③ TRASH BAG DISPENSER
- ④ PET WASTE RECEPTACLE

**NOTES:**

1. REFER TO LANDSCAPE PLAN FOR CRUSHER FINES PAD AND PET STATION LOCATION.
2. REFER TO LANDSCAPE PLAN FOR ADJACENT LANDSCAPE CONNECTIONS.
3. INSTALL WITHIN 18" OF CONCRETE WALK AND WITHIN ADA REACH RANGE.

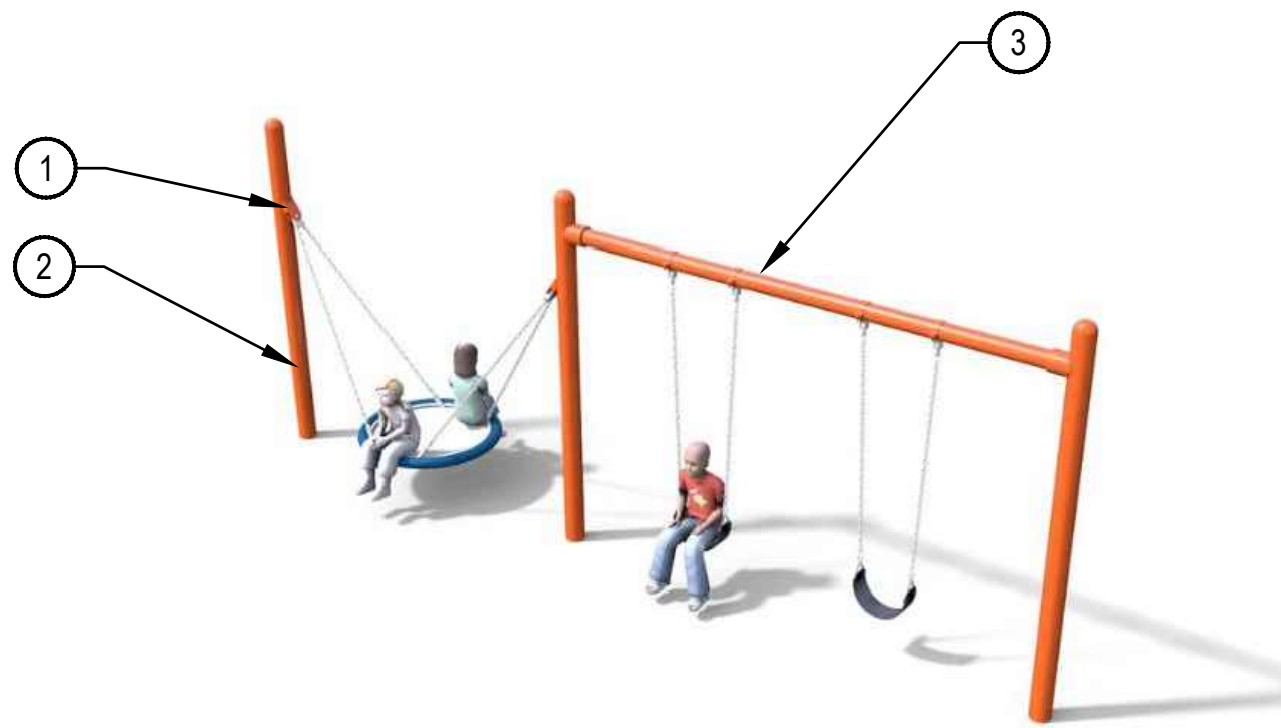
## ④ PET WASTE STATION

SCALE: N.T.S.

# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011



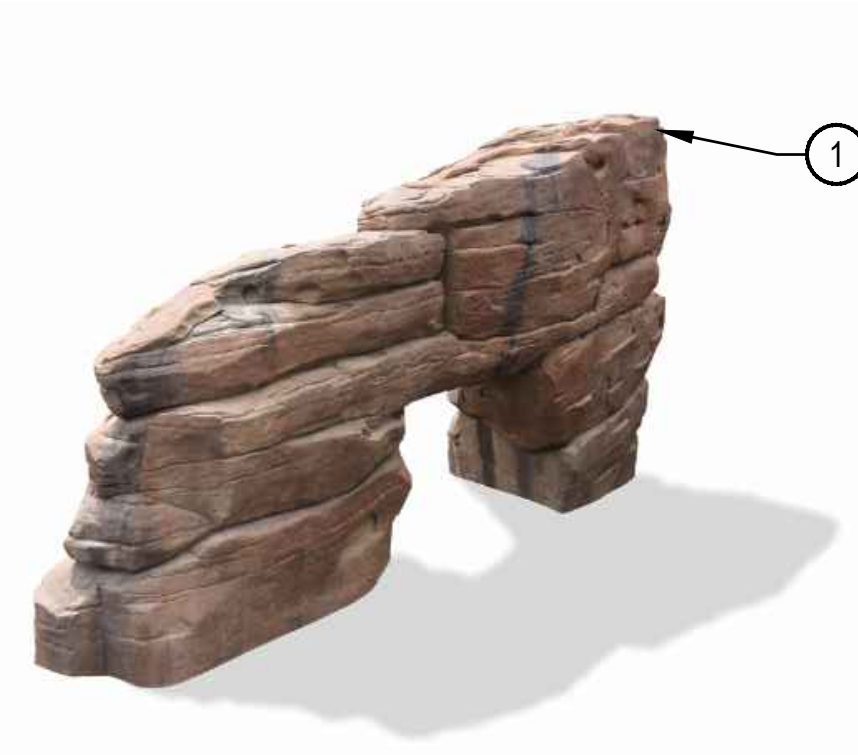
- ① STEEL TUBE STRUCTURE PER MANUFACTURER
- ② STANDARD POWDER COAT FINISH TO MATCH PLAYGROUND COLORS
- ③ SIZE: APPROX. 22' WIDE

**NOTES:**

- 1. DETAIL FOR REFERENCE ONLY.
- 2. ALL PRODUCT FEATURES SHALL BE BUILT AND INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS.
- 3. WHERE REQUIRED, THE NO-ENCROACHMENT ZONE SHALL BE AN OBSTACLE-FREE ZONE THAT MEETS THE REQUIREMENTS OF THE PROTECTIVE SURFACING ZONE. SEE APPLICABLE STANDARD FOR MORE INFORMATION.

## ① PLAYGROUND SWINGS

SCALE: NTS



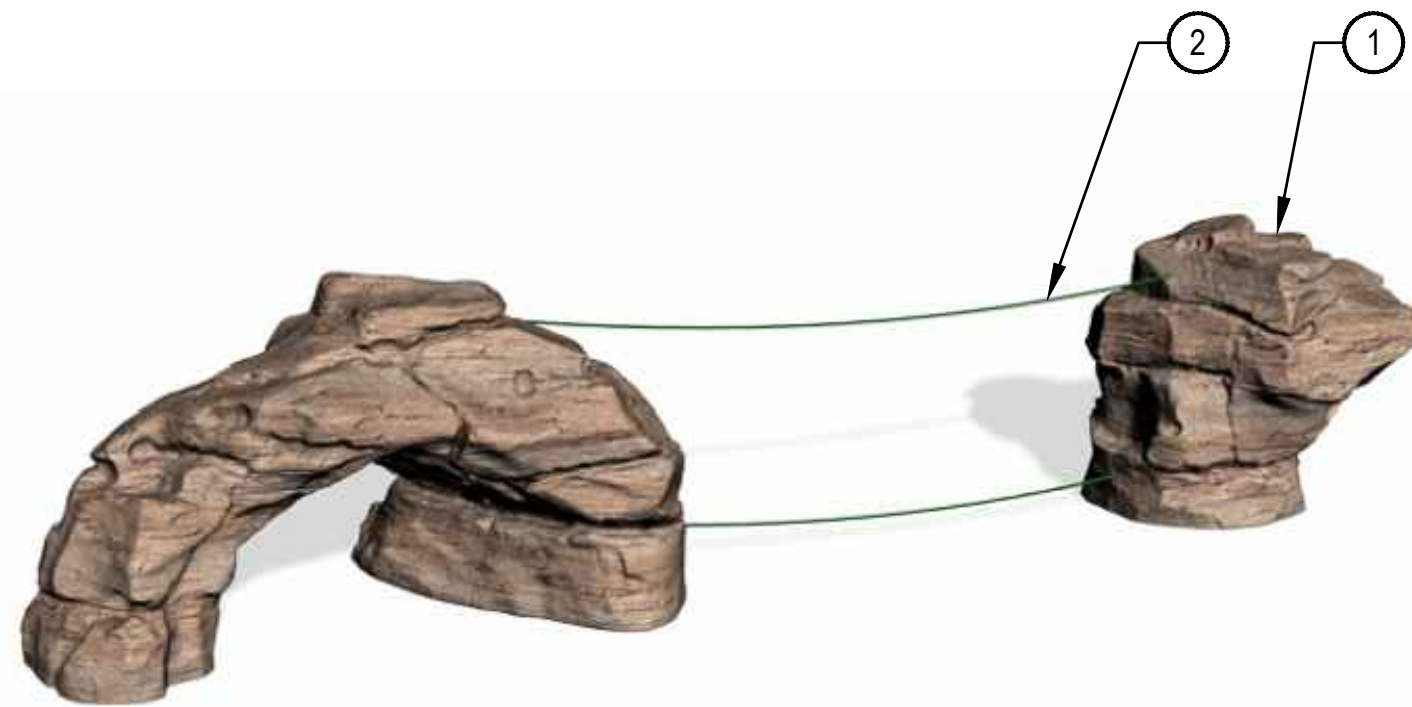
- ① NATURE INSPIRED CLIMBING STRUCTURE, MAX. 10' HT., OR SIMILAR FEATURE

**NOTES:**

- 1. DETAIL FOR REFERENCE ONLY.
- 2. THE AMERICANS WITH DISABILITIES ACT (ADA) MAY REQUIRE THE PLAY AREA TO BE ACCESSIBLE. CONSULT WITH AN ADA PROFESSIONAL TO ENSURE COMPLIANCE.
- 3. MIN 6' USE ZONE (TO BE VERIFIED BY INSTALLER)

## ② CLIMBING ARCH

SCALE: NTS



- ① NATURE INSPIRED CLIMBING STRUCTURE, MAX 7' HT., OR SIMILAR FEATURE
- ② ROPE CLIMBING FEATURE OR SIMILAR

**NOTES:**

- 1. DETAIL FOR REFERENCE ONLY.
- 2. THE AMERICANS WITH DISABILITIES ACT (ADA) MAY REQUIRE THE PLAY AREA TO BE ACCESSIBLE. CONSULT WITH AN ADA PROFESSIONAL TO ENSURE COMPLIANCE.
- 3. MIN 6' USE ZONE (TO BE VERIFIED BY INSTALLER)

## ③ CLIMBING AND ROPE FEATURE

SCALE: NTS

OWNER:  
OWNERS NAME

CLEAR CREEK VILLAGE, LLC  
THISTLE CREEK OOF I, L.P.  
14034 SOUTH 140th EAST  
DRAPER, UT 84020

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**DRAFT**

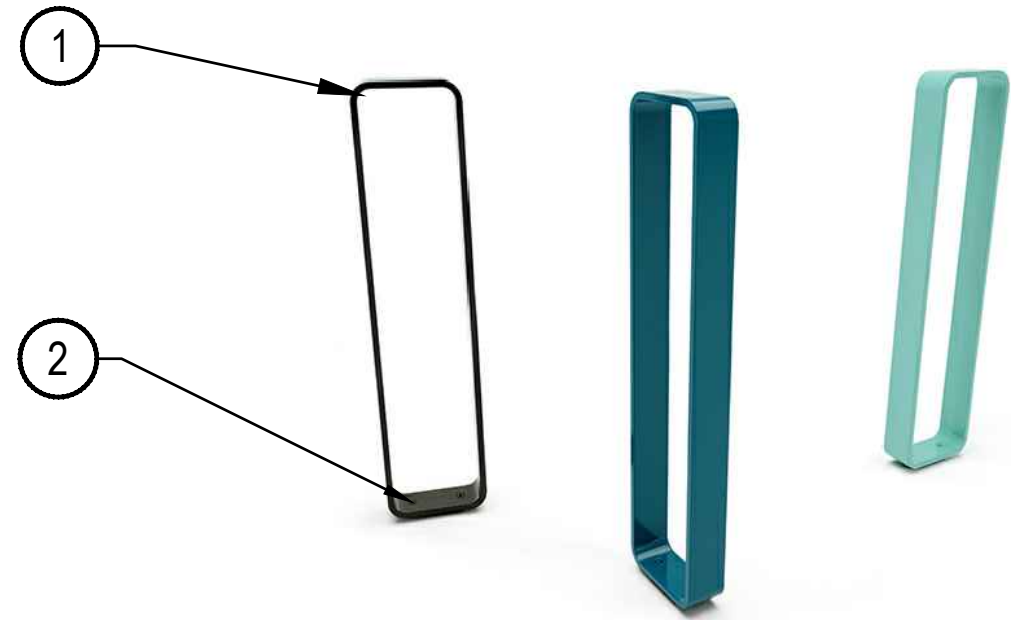
SHEET TITLE:  
CONCEPTUAL  
DETAILS



# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
PRC2023-00011

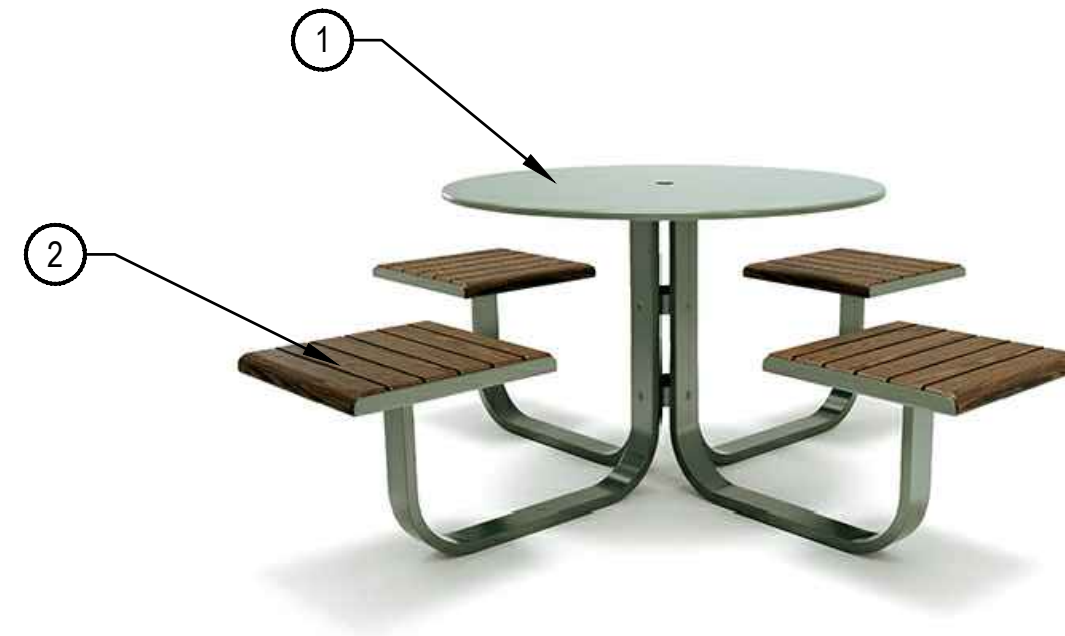


- ① POWDERCOATED STEEL BIKE RACK, APPROX. 3' HEIGHT
- ② SURFACE MOUNT PER MANUFACTURER

- NOTES:
1. SURFACE MOUNT PER MANUFACTURER SPECIFICATIONS
  2. REFER TO LANDSCAPE PLAN FOR FINAL LAYOUT

## ① BIKE RACK

SCALE: NTS



- ① APPROX. 77" DIA. TABLE TOP, 29.3" HEIGHT
- ② BACKLESS SEAT WITH WOOD OR METAL SLATS, APPROX. 18" HEIGHT

- NOTES:
1. SURFACE MOUNT PER MANUFACTURER'S SPECIFICATIONS
  2. 4 SEAT AND 3 SEAT ADA OPTIONS, REFER TO LANDSCAPE PLAN FOR LOCATIONS OF EACH TYPE.

## ② PARK TABLE

SCALE: NTS

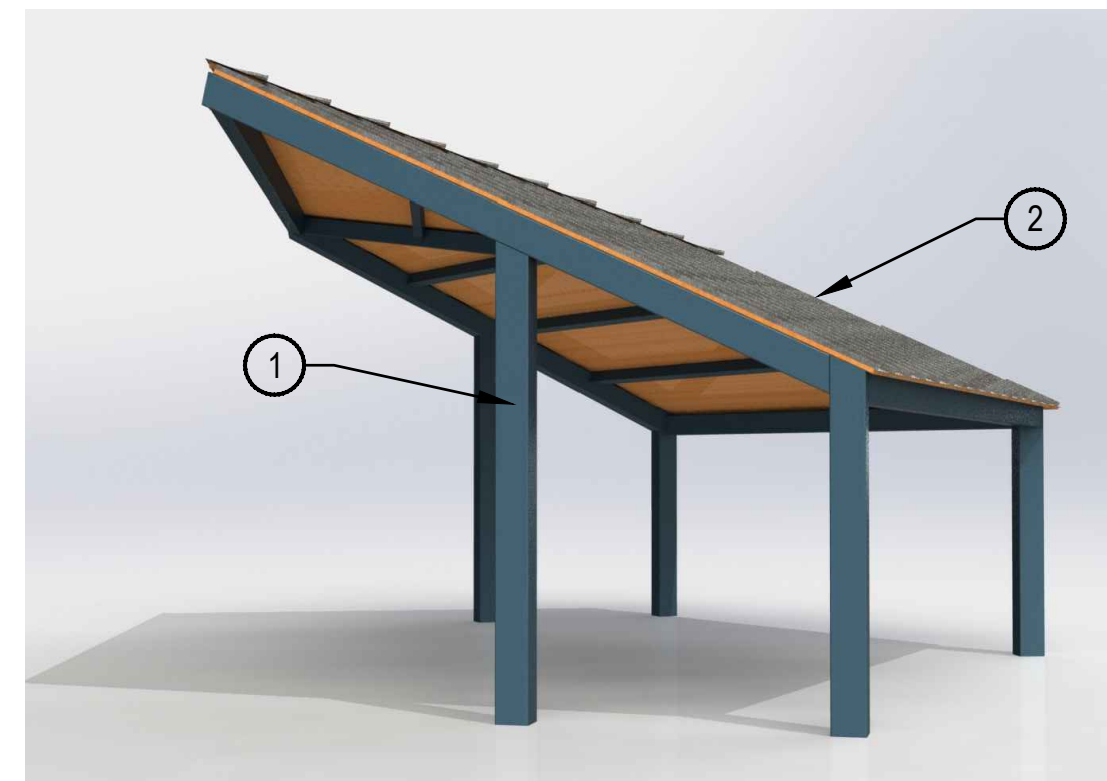


- ① SPLIT STREAM TRASH AND RECYCLE UNIT, METAL WITH POWDERCOAT FINISH
- ② SIZE: APPROX. 3' 6" HEIGHT, 2'-3" WIDTH, 15" DEPTH

- NOTES:
1. SURFACE MOUNT PER MANUFACTURER SPECIFICATIONS.
  2. REFER TO LANDSCAPE PLAN FOR FINAL LAYOUT.

## ③ TRASH AND RECYCLE BIN

SCALE: NTS



- ① METAL FRAME WITH POWDERCOAT FINISH
- ② ROOF TO MATCH ARCHITECTURAL STYLE, POWDERCOAT METAL SEAM OR SHINGLE.
- ③ SIZE: APPROX. 26' LENGTH, 16' HEIGHT, 36' WIDTH

- NOTES:
1. STEEL STRUCTURE SHALL BE STRUCTURALLY ENGINEERED PER SHELTER MANUFACTURER.
  2. FOOTING DESIGN AND DEPTH SHALL BE STRUCTURALLY ENGINEERED PER SHELTER MANUFACTURER.

## ④ PARK SHELTER

SCALE: NTS

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 AT CLEAR CREEK  
 IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
 PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

CASE NUMBER:  
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**NORRIS DESIGN**  
 PEOPLE + PLACE MAKING  
 1101 BANNOCK STREET  
 DENVER, CO 80204  
 P 303.892.1166

NORRIS-DESIGN.COM



- ① STEEL TUBE FENCE POST WITH CAP - SET IN CONCRETE FOOTER, REFER TO FENCE SPECIFICATIONS FOR FOOTER INFORMATION
- ② SIZE: APPROX. 6' HEIGHT

NOTES:  
 1. CONCRETE FOOTING TO FROST DEPTH. FOOTING SPECIFICATION, DIMENSION, COMPACTION AND DRAINAGE PER FENCE MANUFACTURER.  
 2. FENCING SHALL BE RACKED ALONG SLOPES.



- NOTES:
- 1. RAILS SHALL FACE EXTERIOR OF FENCE ENCLOSURE.
  - 2. FASTEN RAILS WITH GALVANIZED SCREWS, SET FLUSH.
  - 3. WOOD MAY BE ARCHITECT KNOTTY OR BETTER WESTERN RED CEDAR, STANDARD ROUGH SAWN, AND KILN-DRIED OR APPROVED ALTERNATIVE

① PERIMETER FENCE

SCALE: N.T.S.

② 3-RAIL FENCE

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

CLEAR CREEK TRANSIT VILLAGE  
 FINAL DEVELOPMENT PLAN  
 IN THE COUNTY OF ADAMS, STATE OF COLORADO

OWNER:  
 OWNERS NAME

CLEAR CREEK VILLAGE, LLC  
 THISTLE CREEK OOF I, L.P.  
 14034 SOUTH 140th EAST  
 DRAPER, UT 84020

NOT FOR  
 CONSTRUCTION

DATE:  
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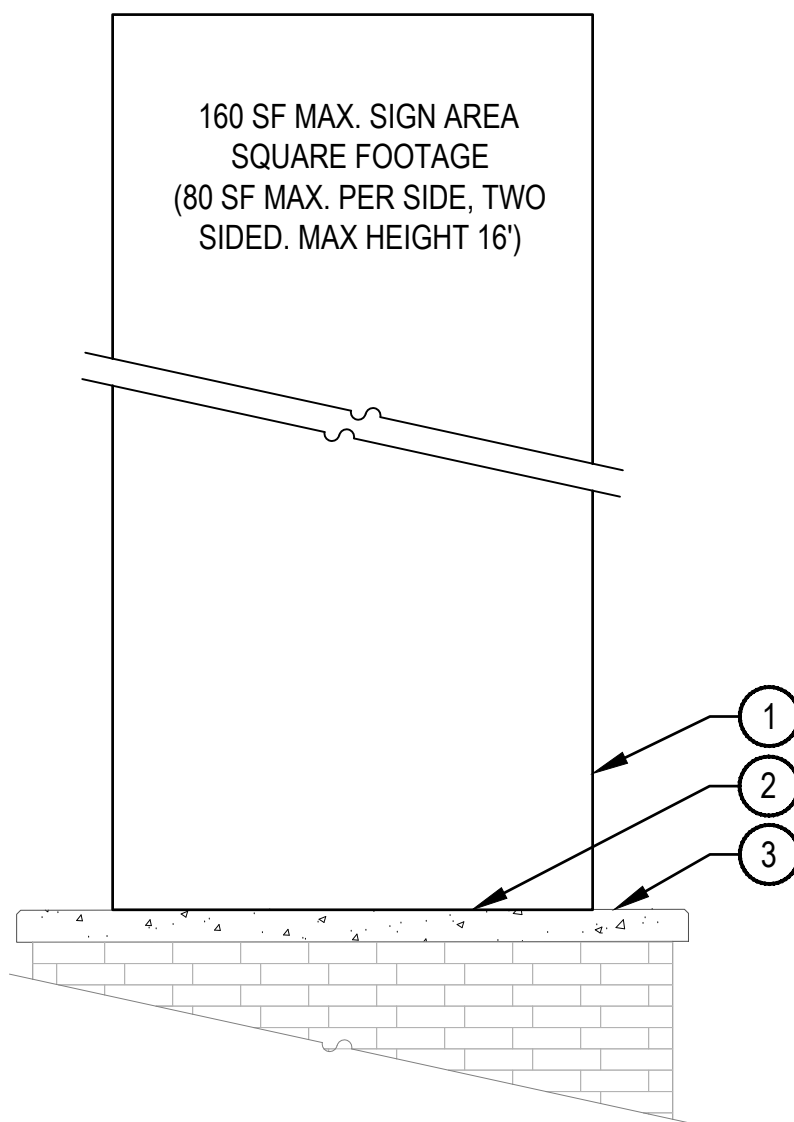
**DRAFT**

SHEET TITLE:  
 CONCEPTUAL  
 DETAILS

# CLEAR CREEK TRANSIT VILLAGE

AT CLEAR CREEK  
IN THE COUNTY OF ADAMS, COLORADO, STATE OF COLORADO  
PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN (FDP)

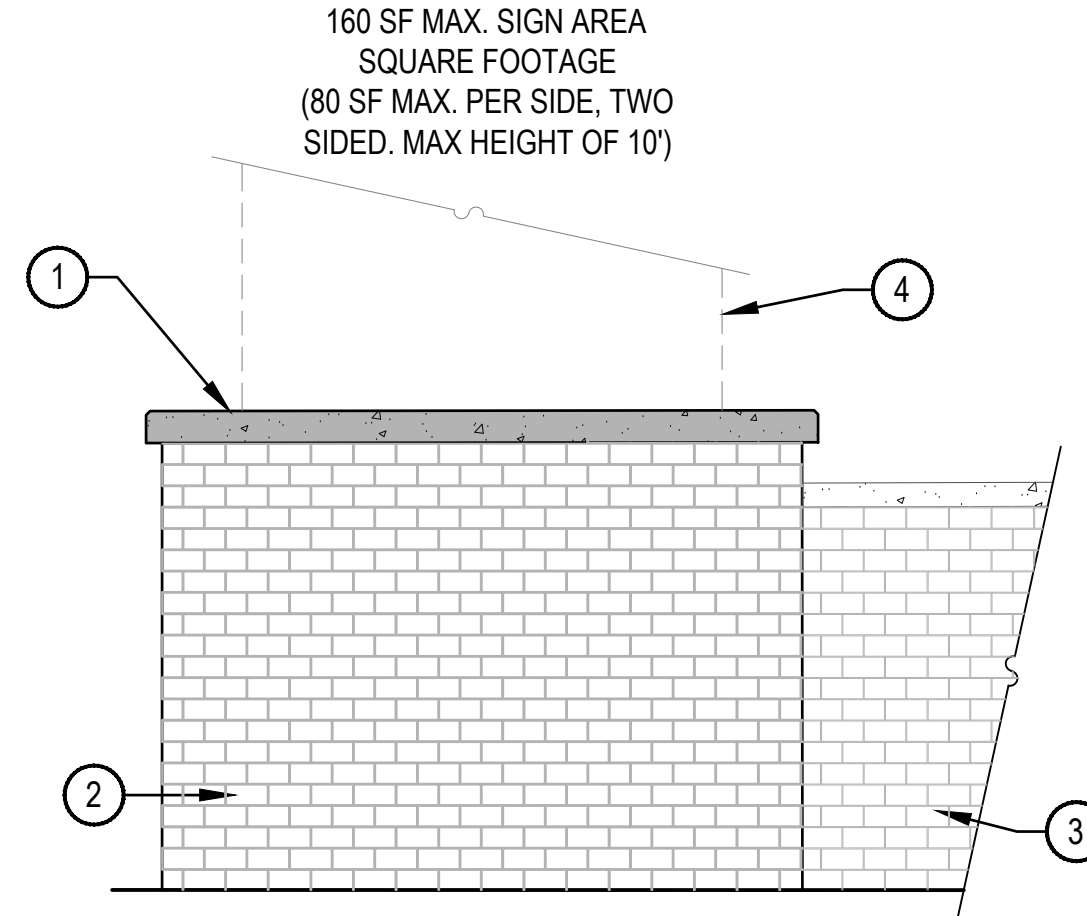
CASE NUMBER:  
PRC2023-00011



- ① PROJECT IDENTITY SIGN
- ② SIGN STRUCTURE AND FOOTING, SEE NOTES
- ③ MONUMENT PEDESTAL, SEE DETAIL
- ④ SIZE: APPROX 5' WIDTH, 16' HEIGHT

**NOTES:**

1. FINAL PROJECT IDENTITY SIGN SHALL BE DEVELOPED PER SIGN MANUFACTURER SHOP DRAWINGS, TO MEET THE PDP REQUIREMENTS;
  - 1.1. TO DISPLAY PROJECT AND TENANT LOGOS/SIGNAGE, DIRECTIONAL INFORMATION, OR GENERAL SEASONAL/EVENT RELATED INFORMATION
  - 1.2. MATERIALS TO BE STONE AND/OR CONCRETE WITH METAL ACCENT.
2. PROJECT IDENTITY SIGN STRUCTURE, FOOTING, AND LIGHTING PER SIGN MANUFACTURER ENGINEERED SHOP DRAWINGS.
3. LETTERING, FONT, AND TEXT TO BE REVIEWED AND APPROVED BY OWNERSHIP REPRESENTATIVE WITH SIGN MANUFACTURER.



- ① PRECAST CONCRETE CAP TO MATCH ARCHITECTURE
- ② BRICK VENEER AND MORTAR JOINTING TO MATCH ARCHITECTURE, REFER TO ARCH PLANS
- ③ ABUTTING WALL, REFER TO SITE PLAN FOR LAYOUT AND ELEVATIONS
- ④ PROJECT IDENTITY SIGN LOCATION

**NOTES:**

1. REFER TO CIVIL PLAN FOR WALL LAYOUT.
2. REFER TO CIVIL ENGINEER FOR DRAIN LOCATIONS.
3. WALL STRUCTURE, WEEP/DRAINAGE AND FOOTING PER STRUCTURAL ENGINEER.

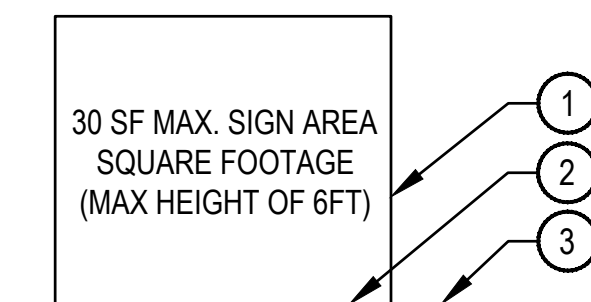
## ① COMMUNITY IDENTITY SIGNAGE

SCALE: N.T.S.

## ② PRIMARY MONUMENT - WALL MOUNTED

SCALE: N.T.S.

FRONT ELEVATION

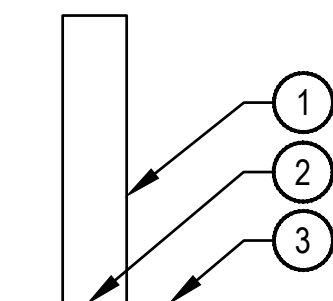


- ① PROJECT INFORMATION SIGN
- ② SURFACE MOUNT, SEE NOTES
- ③ FINISHED GRADE

**NOTES:**

1. PROJECT INFORMATION SIGN SHALL BE DEVELOPED PER SIGN MANUFACTURER SHOP DRAWINGS, TO MEET THE PDP REQUIREMENTS;
  - 1.1. TO CONVEY PROJECT RELATED MESSAGES OR INFORMATION REGARDING EVENTS, USES AND SERVICES.
  - 1.2. MATERIALS METAL, CONCRETE, OR OTHER MATERIALS TO ALIGN WITH ARCHITECTURAL MATERIAL AND COLORS.
2. SURFACE MOUNT AND LIGHTING PER SIGN MANUFACTURER ENGINEERED SHOP DRAWINGS.
3. LETTERING, FONT, AND TEXT TO BE REVIEWED AND APPROVED BY OWNERSHIP REPRESENTATIVE WITH SIGN MANUFACTURER.

SIDE ELEVATION



## ③ SECONDARY SIGNAGE - WAFINDING / INFO

SCALE: N.T.S.

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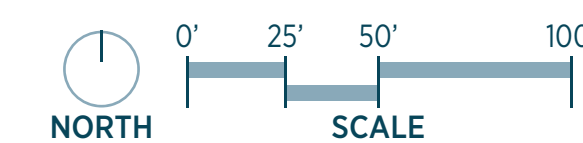
SHEET TITLE:  
CONCEPTUAL  
DETAILS



THIS PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE AS DESIGN AND PLANNING ARE FURTHER DEVELOPED.

# CLEAR CREEK TRANSIT VILLAGE | ILLUSTRATIVE SITE PLAN

FEBRUARY 2024



**NORRIS DESIGN**  
PLANNING | LANDSCAPE ARCHITECTURE | BRANDING

When Recorded Return To:

Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111  
Attention: Joseph M.R. Covey



70787447

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT, AND FIXTURE FILING**

THIS INSTRUMENT SECURES FUTURE ADVANCES

THIS DEED OF TRUST CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE TRUST ESTATE IN WHICH A PERSONAL PROPERTY SECURITY INTEREST OR LIEN MAY BE GRANTED OR CREATED PURSUANT TO THE UTAH UNIFORM COMMERCIAL CODE OR UNDER COMMON LAW, AND AS TO ALL REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH PROPERTY AND THE PROCEEDS THEREOF. FOR PURPOSES OF THE SECURITY INTEREST OR LIEN CREATED HEREBY, BENEFICIARY IS THE "SECURED PARTY" AND TRUSTOR IS THE "DEBTOR." TRUSTOR IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN.

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (as it may be amended and modified from time to time, the "Deed of Trust") is made as of September 22, 2022, by CLEAR CREEK DEVELOPMENT, LLC, a Delaware limited liability company ("Trustor"), whose mailing address is 14034 South 145 East, Suite 301, Draper, Utah 84020, in favor of THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO ("Trustee"), for the benefit of MSH CAPITAL, LLC, a Utah limited liability company, or its assigns ("Beneficiary"), whose mailing address is 14034 South 145 East, Suite 301, Draper, Utah 84020.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, bargains, transfers, sells, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, all of Trustor's right, title and interest, whether fee, leasehold or otherwise, in and to that certain real properties located in the County of Adams, State of Colorado, more particularly described in Exhibit A to this Deed of Trust (individually and collectively, as the context may require, the "Property");

TOGETHER WITH all right, title, or interest of Trustor in any and all buildings and other improvements now or hereafter erected on the Property including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings

and other improvements (collectively, the “**Improvements**”), all of which shall be deemed and construed to be a part of the real property;

TOGETHER WITH all right, title or interest of Trustor in all rents, subrents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Property and the Improvements (collectively, the “**Rents**”), subject to the terms and provisions of **Article 2** of this Deed of Trust with respect to all leases and subleases of the Property or Improvements now or hereafter existing or entered into, or portions thereof, granted by Trustor, and further subject to the right, power and authority hereinafter given to Trustor to collect and apply such Rents;

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases, or subleases covering the Property or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the “**Leases**”);

TOGETHER WITH all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property or the Improvements;

TOGETHER WITH all right, title or interest of Trustor in all easements, rightsofway and other rights now owned or hereafter acquired by Trustor used in connection with the Property or the Improvements, or as a means of access thereto (including, without limitation, all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto) and all water and water rights and shares of stock evidencing the same;

TOGETHER WITH all right, title or interest of Trustor now owned or hereafter acquired by Trustor in and to any greater estate in the Property or the Improvements;

TOGETHER WITH all right, title, or interest of Trustor now owned or hereafter acquired by Trustor in all licenses, permits, plans, specifications, drawings, approvals, or other authorizations (federal, state, and local) used or useful in connection with or in any way relating to the Property or Improvements, including any building permits relating to the development of the Property and Improvements;

TOGETHER WITH all right, title, and interest of Trustor in (i) all other personal property now or hereafter owned by Trustor that is now or hereafter located on or used in connection with the Property or the Improvements, (ii) all other rights and interests of Trustor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Property or the Improvements, including, without limiting the foregoing, all of Trustor’s present and future “Accounts”, “Cash Proceeds”, “Chattel Paper”, “Collateral”, “Deposit Accounts”, “Electronic Chattel Paper”, “Equipment”, “Fixtures”, General Intangibles”, “Goods”, “Instruments”, “Inventory”, “Investment Property”, “Letter-of-credit Rights”, “Noncash Proceeds”, and “Tangible Chattel Paper”, (as such terms are defined in the *Utah Uniform Commercial Code*, U.C.A. §§ 70A-1-1 *et seq.*), (iii) all personal property and rights and interests in personal property of similar type or kind hereafter acquired by Trustor, (iv) all of Trustor’s right, title and interest in and to all deposit accounts maintained with Beneficiary or any affiliate of Beneficiary and (v) all appurtenances and additions thereto and substitutions or replacements thereof (such personal property, together with proceeds (as hereinafter provided), are referred to herein collectively as the “**Personal Property**”);

TOGETHER WITH all right, title, and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and

any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH any and all building permits, land use entitlements, development rights, sewer capacity, map approvals, trip generation rights, density allocations and other rights or approvals relating to or authorizing the development of the Property;

TOGETHER WITH any and all decreed and undecreed water or water rights, ditches or ditch rights, reservoirs or reservoir rights, well, spring, seepage and pond rights, and all other types of rights to the ownership of water, tributary, nontributary and not nontributary, which are underlying, appurtenant to or customarily or historically used upon or associated with the Property, all water and ditch company stock relating to the Property, and all rights to naturally occurring oil, gas, minerals, geothermal resources, timber and crops under, through, upon or appurtenant to the Property and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Trustor of, in and to the same;

TOGETHER WITH all right, title or interest of Trustor in all of the estate, interest, right, title, other claim, or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance, indemnities, performance or redemption bonds, judgments, awards of damages, and settlements with respect thereto) that Trustor now has or may hereafter acquire in the Property, the Improvements, the Personal Property, or any other part of the Trust Estate (as defined below), and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages); and

TOGETHER WITH all right, title or interest of Trustor in all accessions to, substitutions for, and replacements, products, and proceeds of any of the foregoing, including, without limitation, the conversion, voluntary or involuntary, into cash or liquidated claims, of any of the foregoing.

The entire estate, property, right, title, and interest hereby conveyed to Trustee may hereafter be collectively referred to as the "**Trust Estate**."

TO HAVE AND TO HOLD the Trust Estate unto the Trustee and Trustee's successors, substitutes and assigns, IN TRUST, however, upon the terms, provisions, and conditions herein set forth.

FOR THE PURPOSE OF SECURING (in such order of priority as Beneficiary may elect) the following (the "**Obligations**"):

- (a) payment of indebtedness of Trustor in the maximum principal amount of Four Hundred Eighty Thousand Dollars (\$480,000) (the "**Loan**"), with interest thereon, evidenced by that certain Promissory Note of even date herewith evidencing the Loan (as it may be amended, modified, extended, and renewed from time to time, the "**Note**") executed by Borrower, which Loan has an initial maturity date of December 22, 2022;
- (b) payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at a rate equal to the Default Interest Rate (as defined in the Note, which rate of interest is hereinafter referred to as the "**Agreed Rate**");
- (c) any and all obligations contingent or otherwise, whether now existing or hereafter arising, of Borrower to Beneficiary arising under in connection with any rate swap or hedging arrangement entered into in connection with the Loan;

- (d) payment of all other sums, with interest thereon, that may hereafter be loaned to Borrower, or its successors or assigns, by Beneficiary, or its successors or assigns when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust;
- (e) performance of every obligation of Borrower contained in the Note and other Loan Documents (as defined below); provided, however, this Deed of Trust will not secure the Obligations of Borrower and any guarantor or indemnitor under an environmental indemnity or a guaranty;
- (f) performance of every obligation of Borrower contained in any agreement, document, or instrument now or hereafter executed by Trustor reciting that the obligations thereunder are secured by this Deed of Trust;
- (g) for the benefit of Beneficiary, compliance with and performance of each and every provision of any declaration of covenants, conditions and restrictions, any maintenance, easement and party wall agreement, or any other agreement, document, or instrument by which the Trust Estate is bound or may be affected; and
- (h) all modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications extensions or renewals at a different rate of interest whether or not, in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note.

This Deed of Trust, the Note, and any other deeds of trust, mortgages, agreements, guaranties or other instruments given to evidence or further secure the payment and performance of any or all of the Obligations, as the foregoing may be amended, modified, extended, or renewed from time to time may hereinafter be collectively referred to as the “**Loan Documents**.” Any references herein to the *Colorado Revised Statutes*, shall be deemed to be a reference to the current version of such statutes together with any successor or replacement statute or law therefor.

TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

## ARTICLE 1

### COVENANTS AND AGREEMENTS OF TRUSTOR

1.2 Payment and Performance of Secured Obligations. Trustor shall pay when due and/or perform each of the Obligations.

1.3 Maintenance, Repair, Alterations. Trustor shall keep the Trust Estate in good condition and repair. Trustor shall not remove, demolish, or substantially alter any of the Improvements, except with the prior written consent of Beneficiary. Trustor shall complete promptly and in a good and workmanlike manner any Improvement that may be now or hereafter constructed on the Property and promptly restore in like manner any Improvements that may be damaged or destroyed from any cause whatsoever and pay when due all claims for labor performed and materials furnished therefor. Trustor shall comply with all Requirements (as defined below) and shall not suffer to occur or exist any violation of any Requirement. Trustor shall not commit or permit any waste or deterioration of the Trust Estate, and, to the extent allowed by law, shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair. Trustor shall perform its obligations under each Lease. “**Requirement**” and “**Requirements**” mean, respectively, each and all obligations and requirements now or hereafter in effect by which Trustor or the Trust Estate are bound or which are otherwise applicable to



the Trust Estate, construction of any Improvements on the Trust Estate, or operation, occupancy or use of the Trust Estate (including, without limitation (a) such obligations and requirements imposed by common law or any law, statute, ordinance, regulation, or rule (federal, state, or local), and (b) such obligations and requirements of, in, or in respect of (i) any consent, authorization, license, permit, or approval relating to the Trust Estate, (ii) any condition, covenant, restriction, easement, or rightofway reservation applicable to the Trust Estate, (iii) any Lien or Encumbrance, (iv) any other agreement, document, or instrument to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected, and (v) any order, writ, judgment, injunction, decree, determination, or award of any arbitrator, other private adjudicator, court, government, or governmental authority (federal, state, or local) to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected).

1.4 Required Insurance. Trustor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force with respect to the Trust Estate, at no expense to Trustee or Beneficiary, policies of insurance in forms and amounts and issued by companies reasonably satisfactory to Beneficiary covering such casualties, risks, perils, liabilities and other hazards as is required under the Note. All such policies of insurance required by the terms of this Deed of Trust or the Note shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Trustor or any party holding under Trustor that might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of setoff, counterclaim or deductions against Trustor.

1.5 Delivery of Policies, Payment of Premiums.

(a) At Beneficiary's option all policies of insurance shall either have attached thereto a lender's loss payable endorsement for the benefit of Beneficiary in form satisfactory to Beneficiary or shall name Beneficiary as an additional insured. Trustor shall furnish Beneficiary with certificates of insurance for each required policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the period of coverage. If Beneficiary consents, Trustor may provide any of the required insurance through blanket policies carried by Trustor and covering more than one location, or by policies procured by a tenant or other party holding under Trustor; provided, however, all such policies shall meet the requirements referred to in **Section 1.3**. At least thirty (30) days prior to the expiration of each required policy, Trustor shall deliver to Beneficiary evidence reasonably satisfactory to Beneficiary of the payment of premium and the renewal or replacement of such policy continuing insurance in form as required by this Deed of Trust. All such policies shall contain a provision that, notwithstanding any contrary agreement between Trustor and insurance company, such policies will not be canceled, allowed to lapse without renewal, surrendered or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days' prior written notice to Beneficiary.

(b) If Trustor fails to obtain, maintain, or deliver to Beneficiary the policies of insurance with respect to the Trust Estate required by this Deed of Trust, Beneficiary may, at Beneficiary's election, but without any obligation so to do, procure such insurance or singleinterest insurance for such risks covering Beneficiary's interest, and Trustor will pay all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Trustor, the amount of all such premiums shall bear interest at the Agreed Rate. Upon the occurrence and during the continuation of an Event of Default and request by Beneficiary, Trustor shall deposit with Beneficiary in monthly installments, an amount equal to onetwelfth (1/12) of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust (funds deposited for this purpose are referred to as "**Insurance Impounds**"). In such event Trustor further agrees to cause all bills, statements, or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements, or other documents evidencing that a premium for a required policy is then payable, and provided there are sufficient Insurance Impounds, Beneficiary shall timely pay such amounts

as may be due thereunder out of the Insurance Impounds. If at any time and for any reason the Insurance Impounds are or will be insufficient to pay such amounts as may be then or subsequently due, Beneficiary shall notify Trustor and Trustor shall immediately deposit an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of Insurance Impounds or to be obligated to pay any amounts in excess of the amount of the Insurance Impounds, nor shall anything contained herein modify the obligation of Trustor set forth in **Section 1.3** to obtain and maintain insurance. Beneficiary may commingle Insurance Impounds with its own funds, and Trustor shall not be entitled to interest thereon. Beneficiary may reserve for future payments of premiums such portion of Insurance Impounds as Beneficiary in its absolute and sole discretion deems proper. If Trustor fails to deposit with Beneficiary sums sufficient to pay fully such premiums at least thirty (30) days before delinquency thereof, Beneficiary may, at Beneficiary's election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary upon demand with interest from the date advanced at the Agreed Rate, or at the option of Beneficiary the latter may, without making any advance whatever, apply any Insurance Impounds to payment of the Obligations in such order as Beneficiary may determine, notwithstanding that such Obligations may not yet be due. Upon the occurrence of an Event of Default, Beneficiary may, at any time, at Beneficiary's option, apply any Insurance Impounds or Impositions Impounds under this **Section 1.4** or **Section 1.8**, any funds paid as Rents, and any other funds of Trustor held by Beneficiary to payment of any of the Obligations, in such manner and order as Beneficiary may elect, notwithstanding that such Obligations may not yet be due.

1.6 Casualties; Insurance Proceeds.

(a) Trustor shall give prompt written notice thereof to Beneficiary after the happening of any casualty to or in connection with the Trust Estate, or any part thereof, whether or not covered by insurance. All proceeds of insurance shall be payable to Beneficiary, and Trustor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Beneficiary. If Trustor receives any proceeds of insurance resulting from such casualty, Trustor shall promptly pay over such proceeds to Beneficiary. All proceeds of insurance will be applied by Beneficiary to payment of the Obligations in such order as Beneficiary shall determine.

Trustor shall not be excused from repairing or maintaining the Trust Estate as provided in **Section 1.2** hereof and as required by the CC&R's (as defined in the Note) or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are insurance proceeds available to Trustor or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust, or invalidate any act done pursuant to such default or notice of default.

1.7 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust as a mortgage, a sale under the power of sale, or any other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the Obligations, all right, title and interest of Trustor in and to all policies of insurance required by **Section 1.3** shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate, to the extent such policies are assignable pursuant to the terms thereof.

1.8 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party to any litigation concerning the Note, this Deed of Trust, any of the Loan Documents, the Trust Estate or any part thereof or interest therein, or the occupancy of the Trust

Estate, then Trustor shall indemnify, defend and hold Beneficiary harmless for, from and against all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary as a result of any such litigation, whether or not any such litigation is prosecuted to judgment. Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of its breach.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its successors and assigns, their directors, officers, employees, agents and representatives, for loss of or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by this Deed of Trust.

(c) All sums payable by Trustor pursuant to this Deed of Trust shall be paid without notice (except for such notice as may be expressly required hereunder or under the other Loan Documents), demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference by any Person (as defined below) with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim that Trustor has or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms of the Loan Documents or of any other agreement with Trustor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; in each case, whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor. "Person" means any natural person, any unincorporated association, any corporation, any partnership, any joint venture, limited liability company, limited liability partnership, any trust, any other legal entity, or any governmental authority (federal, state, local or foreign).

#### 1.9 Impositions.

(a) Trustor shall pay, or cause to be paid, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, (including, without limitation, nongovernmental levies or assessments such as maintenance charges, levies, or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) that are assessed or imposed upon the Trust Estate or become due and payable and that create, may create, or appear to create a lien upon the Trust Estate (the above are sometimes referred to herein individually as an "Imposition" and collectively as "Impositions"), provided, however, that if by law any Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same or cause it to be paid, together with any accrued interest on the unpaid balance of such Imposition, in installments as the same becomes due and before any fine, penalty, interest, or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If at any time after the date hereof there shall be assessed or imposed a fee, tax, or assessment on Beneficiary which is measured by or based in whole or in part upon this Deed of Trust or the outstanding

amount of the Obligations, then all such taxes, assessments or fees shall be deemed to be included within the term “**Impositions**” as defined in **Section 1.8(a)** and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. If Trustor fails to pay such Impositions prior to delinquency, Beneficiary may, at its option, declare all or part of the Obligations, immediately due and payable. If Trustor is prohibited by law from paying such Impositions, Beneficiary may, at its option, declare all or part of the Obligations due and payable on a date which is not less than thirty (30) days from the date such prohibition is imposed on Trustor.

(c) Subject to the provisions of **Section 1.8(d)** and upon request by Beneficiary, Trustor shall deliver to Beneficiary within thirty (30) days after the date upon which any Imposition is due and payable by Trustor official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payment thereof.

(d) Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending Trustor’s covenant to pay any such Imposition at the time and in the manner provided in this **Section 1.8**, unless Trustor has given prior written notice to Beneficiary of Trustor’s intent to so contest or object to an Imposition, and unless, in Beneficiary’s absolute and sole discretion, (i) Trustor shall demonstrate to Beneficiary’s satisfaction that the proceedings to be initiated by Trustor shall conclusively operate to prevent the sale of the Trust Estate or any part thereof or interest therein to satisfy such Imposition prior to final determination of such proceedings, (ii) Trustor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Beneficiary, or (iii) Trustor shall demonstrate to Beneficiary’s satisfaction that Trustor has provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale.

(e) Upon the occurrence and during the continuation of an Event of Default and upon request by Beneficiary, Trustor shall pay to Beneficiary an initial cash deposit in an amount adequate to pay all Impositions for the ensuing tax fiscal year and shall thereafter continue to deposit with Beneficiary, in monthly installments, an amount equal to onetwelfth (1/12) of the sum of the annual Impositions reasonably estimated by Beneficiary, for the purpose of paying the installment of Impositions next due (funds deposited for this purpose are referred to as “**Impositions Impounds**”). In such event, Trustor further agrees to cause all bills, statements, or other documents relating to Impositions to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements, or other documents, and providing there are sufficient Impositions Impounds, Beneficiary shall timely pay such amounts as may be due thereunder out of the Impositions Impounds. If at any time and for any reason the Impositions Impounds are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary may notify Trustor and upon such notice Trustor shall deposit immediately an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of Impositions Impounds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this **Section 1.8(e)**. Beneficiary may commingle Impositions Impounds with its own funds and shall not be obligated to pay any interest on any Impositions Impounds. Beneficiary may reserve for future payment of Impositions such portion of Impositions Impounds as Beneficiary may in its absolute and sole discretion deem proper. If Trustor fails to deposit with Beneficiary sums sufficient to fully pay such Impositions at least thirty (30) days before delinquency thereof, Beneficiary may, at Beneficiary’s election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary upon demand together with interest thereon at the Agreed Rate from the date of such advance, or at the option of Beneficiary the latter may, without making any advance whatever, apply any Impositions Impounds held by it upon any of the Obligations in such order as Beneficiary may determine, notwithstanding that such Obligations may not yet be due.

(f) Trustor shall not initiate or suffer to occur or exist the joint assessment of any real and personal property included in the Trust Estate or any other procedure whereby the lien of real property taxes and the lien of personal property taxes shall be assessed, levied, or charged to the Trust Estate as a single lien.

1.10 Utilities. Trustor shall pay when due all charges that are incurred by Trustor for the benefit of the Trust Estate or that may become a charge or lien against the Trust Estate for gas, electricity, water, sewer, or other services furnished to the Trust Estate.

1.11 Actions Affecting Trust Estate. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and shall pay all costs and expenses (including, without limitation, costs of evidence of title, litigation, and attorneys' fees) in any such action or proceeding in which Beneficiary may appear.

1.12 Actions By Beneficiary. If Trustor fails to make any payment or to do any act as and in the manner provided in any of the Loan Documents, Beneficiary, in its absolute and sole discretion, without obligation so to do, without releasing Trustor from any obligation, and with only such notice to or demand upon Trustor as may be reasonable under the then existing circumstances, but in no event exceeding ten (10) days prior written notice, may make or do the same in such manner and to such extent as it may deem necessary or appropriate. In connection therewith (without limiting its general powers, whether conferred herein, in another Loan Document or by law), Beneficiary shall have and are hereby given the right, but not the obligation, (a) to enter upon and take possession of the Trust Estate; (b) to make additions, alterations, repairs and improvements to the Trust Estate that it may consider necessary or appropriate to keep the Trust Estate in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary; (d) to pay, purchase, contest or compromise any Lien or Encumbrance (as defined below) or alleged Lien or Encumbrance whether superior or junior to this Deed of Trust; and (e) in exercising such powers, to pay necessary expenses (including, without limitation, expenses of employment of counsel or other necessary or desirable consultants). Trustor shall, immediately upon demand therefor by Beneficiary, pay to Beneficiary an amount equal to all respective costs and expenses incurred by them in connection with the exercise by Beneficiary of the foregoing rights (including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and attorneys' fees) together with interest thereon from the date of such expenditures at the Agreed Rate.

1.13 Transfer of Trust Estate by Trustor. In order to induce Beneficiary to make the Loan, Trustor agrees that, in the event of any Transfer (as hereinafter defined), without the prior written consent of Beneficiary, Beneficiary shall have the absolute right, at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. Beneficiary may grant or deny such consent in its sole discretion and, if consent should be given, any such Transfer shall be subject to this Deed of Trust, and such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption shall not, however, release Trustor or any maker or guarantor (if any) of the Note from any liability thereunder without the prior written consent of Beneficiary. As used herein, "**Transfer**" shall mean:

(a) any sale, transfer, conveyance, hypothecation, encumbrance, lease (except for Leases of the Property approved by Beneficiary in accordance with the Note) or vesting of the Trust Estate or any part thereof or interest therein to or in any Person, whether voluntary, involuntary, by operation of law, or otherwise, except the Permitted Exceptions (as such term is defined in Exhibit C to this Deed of Trust);

(b) any sale, transfer, assignment, conveyance, hypothecation, encumbrance or vesting of any direct or indirect controlling equity interest in Trustor or any partner or member in Trustor to or in any Person

(if Trustor or any partner in Trustor is a partnership, whether general or limited) whether voluntary, involuntary, by operation of law, or otherwise, except the Permitted Exceptions; or

(c) the execution of any agreements to do any of the foregoing, except the Permitted Exceptions, unless such agreement expressly references and conditions closing on Beneficiary's right to approve such Transfer.

1.14 Eminent Domain.

(a) In the event that any proceeding or action be commenced for the taking of the Trust Estate, or any part thereof or interest therein, for public or quasipublic use under the power of eminent domain, condemnation (including, without limitation, inverse condemnation) or otherwise (hereinafter collectively referred to as a "**Taking**"), or if the same be taken or damaged by reason of any public improvement or Taking, or should Trustor receive any notice or other information regarding such Taking or damage, Trustor shall give prompt written notice thereof to Beneficiary. All compensation, awards, damages, rights of action and proceeds awarded to Trustor by reason of any such Taking or damage or received by Trustor as the result of a transfer in lieu of a Taking (the "**Condemnation Proceeds**") are hereby assigned to Beneficiary, and Trustor agrees to execute such further assignments of the Condemnation Proceeds as Beneficiary may require. If Trustor receives any Condemnation Proceeds, Trustor shall promptly pay over such proceeds to Beneficiary. Beneficiary is hereby authorized and empowered by Trustor, at Beneficiary's option and in Beneficiary's sole discretion, as attorney in fact for Trustor, to settle, adjust, or compromise any claim for loss or damage in connection with any Taking or proposed Taking and, without regard to the adequacy of its security, to commence, appear in and prosecute in its own name and/or on behalf of Trustor any such action or proceeding arising out of or relating to a Taking or proposed Taking.

(b) Trustor shall not be excused from repairing or maintaining the Trust Estate as provided in **Section 1.2** or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are Condemnation Proceeds available to Trustor or whether any such Condemnation Proceeds are sufficient in amount. The application or release of the Condemnation Proceeds shall not cure or waive any default or notice of default hereunder or under any other Loan Document or invalidate any act done pursuant to such default or notice of default.

1.15 Additional Security. No other security now existing, or hereafter taken, to secure the Obligations secured hereby shall be impaired or affected by the execution of this Deed of Trust. All security for the Obligations from time to time shall be taken, considered and held as cumulative. Any taking of additional security, execution of partial releases of the security, or any extension of the time of payment of, or modification of other terms of any of the Obligations shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, guarantor, surety or endorser for the payment or performance of any of the Obligations. In the event Beneficiary at any time holds additional security for any of the Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with, or after a sale or realization is made hereunder.

1.16 Intentionally Omitted.

1.17 Inspections. Beneficiary, and its agents, representatives, officers, and employees, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts Beneficiary is authorized to perform hereunder or under the terms of any of the Loan Documents.

1.18 Ownership and Liens and Encumbrances.

(a) Liens in General. Trustor is, and as to any portion of the Trust Estate acquired hereafter will upon such acquisitions be, and shall remain the owner of the Trust Estate free and clear of any Liens and Encumbrances. Trustor shall not grant, shall not suffer to exist, and shall pay and promptly discharge, at Trustor's cost and expense, all Liens and Encumbrances and any claims thereof upon the Trust Estate, or any part thereof or interest therein. Trustor shall notify Beneficiary immediately in writing of any Lien or Encumbrance or claim thereof. Except in the case of mechanic's and materialmen's liens which are governed by **Section 1.17(b)** below, Trustor shall have the right to contest in good faith the validity of any involuntary Lien or Encumbrance, provided Trustor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amount as Beneficiary shall reasonably require, but not more than one hundred fifty percent (150.0%) of the amount of the claim, and provided further that if Trustor loses such contest, Trustor shall thereafter diligently proceed to cause such Lien or Encumbrance to be removed and discharged. If Trustor shall fail to remove and discharge any Lien or Encumbrance or claim thereof, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, after only such notice to Trustor as may be reasonable under the then existing circumstances, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such Lien or Encumbrance by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or by procuring such discharge in such manner as is or may be prescribed by law. Trustor shall, immediately upon demand therefor by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any Lien or Encumbrance or claim thereof, together with interest thereon from the date of each such expenditure at the Agreed Rate. Such costs and expenses shall be secured by this Deed of Trust. "**Lien or Encumbrance**" and "**Liens and Encumbrances**" mean, respectively, each and all of the following in respect of the Trust Estate: leases, other rights to occupy or use, mortgages, deeds of trust, pledges, security agreements, assignments, assignments as security, conditional sales, title retention arrangements or agreements, conditions, covenants, and restrictions, and other charges, liens, encumbrances, or adverse interests, whether voluntarily or involuntarily created and regardless of whether prior or subordinate to any estate, right, title, or interest granted to Trustee or Beneficiary in this Deed of Trust, excluding from the foregoing the Permitted Exceptions.

(b) Mechanic's and Materialmen's Liens.

(i) Trustor shall pay and promptly discharge, at Trustor's cost and expense, all liens, encumbrances and charges upon the Property, or any part thereof or interest therein whether inferior or superior to this Deed of Trust and keep and maintain the same free from the claim of all persons supplying labor, services or materials that will be used in connection with or enter into the construction of any and all buildings now being erected or that hereafter may be erected on the Property regardless of by whom such services, labor or materials may have been contracted, provided, however, that Trustor shall have the right to contest any such claim or lien so long as Trustor previously records a notice of release of lien and substitution of alternate security to release the Property from such lien or claim. Notwithstanding the foregoing, Trustor may, with the prior written consent of Beneficiary, contest the amount of any such lien or claim related to services, labor or materials without previously recording a notice of release of lien and substitution of alternate security.

(ii) If Trustor shall fail to remove and discharge any such lien, encumbrance or charge, or if Trustor shall dispute the amount thereof in contravention of the requirements hereof, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the release of the Property from the effect of such lien, encumbrance or charge by obtaining a bond in the name of and for the account Trustor of and recording a notice of release of lien and substitution of alternate security in the name of Trustor, each as contemplated by applicable law, or otherwise by giving security for such claim. Trustor shall, immediately upon demand therefor by Beneficiary, pay to Beneficiary an amount equal to all costs and

expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any such lien, encumbrance or charge, including costs of any Bond or additional security, together with interest thereon from the date of such expenditure at the default rate set forth in the Note.

1.19 Intentionally Omitted.

1.20 Beneficiary's Powers. Without affecting the liability of any Person liable for the payment of the Obligations herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the Obligations, Beneficiary may, from time to time and without notice (a) release any person so liable, (b) extend the Obligations, (c) grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (e) take or release any other or additional security or any guaranty for any Obligation herein mentioned, (f) consent in writing to the making of any map or plat thereof, (g) join in granting any easement thereon, (h) join in any extension agreement or any agreement subordinating the lien or charge hereof, or (i) make compositions or other arrangements with debtors in relation thereto.

1.21 Financial Statements. Trustor shall deliver to Beneficiary such financial statements, balance sheets, profit and loss statements, operating statements, income and expense statements and other financial information in such detail and at the times required by the Note. All such statements shall be prepared in accordance with the requirements of the Note. Beneficiary shall have the right to audit, inspect and copy all of Trustor's books and records, relating thereto.

1.22 Trade Names. At the request of Beneficiary from time to time, Trustor shall execute a certificate in form satisfactory to Beneficiary listing the trade names or fictitious business names under which Trustor intends to operate the Trust Estate or any business located thereon and representing and warranting that Trustor does business under no other trade names or fictitious business names with respect to the Trust Estate. Trustor shall immediately notify Beneficiary in writing of any change in said trade names or fictitious business names, and will, upon request of Beneficiary, execute any additional financing statements and other certificates necessary to reflect the change in trade names or fictitious business names.

1.23 Leasehold. If a leasehold estate constitutes any portion of the Trust Estate, Trustor agrees not to amend, modify, extend, renew or terminate such leasehold estate, any interest therein, or the lease granting a such leasehold estate without the prior written consent of Beneficiary, which consent may be withheld by Beneficiary in its absolute and sole discretion. Consent to one amendment, modification, extension or renewal shall not be deemed to be a waiver of the right to require consent to other, future or successive amendments, modifications, extensions or renewals. Trustor agrees to timely pay any sums due under any lease creating the leasehold estate on or before the date due and to timely perform all obligations and agreements under said leasehold. Trustor shall not take any action or omit to take any action which would effect or permit the termination of said leasehold estate. Trustor agrees to promptly notify Beneficiary in writing with respect to any default or alleged default by any party thereto and to deliver to Beneficiary copies of all notices, demands, complaints or other communications received or given by Trustor, within three days of its receipt, with respect to any such default or alleged default. Beneficiary shall have the option, but not the obligation, to cure any such default and to perform any or all of Trustor's obligations thereunder. All sums expended by Beneficiary in curing any such default shall be secured hereby and shall be immediately due and payable without demand or notice and shall bear interest from date of expenditure at the Agreed Rate.

**ARTICLE 2**



## ASSIGNMENT OF RENTS

2.1 Assignment of Rents. Trustor hereby absolutely and irrevocably assigns and transfers to Beneficiary all the Rents of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power and authority to collect the Rents. Trustor irrevocably appoints Beneficiary its true and lawful attorneyin fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all Rents and apply the same to the payment of the Obligations in such order as Beneficiary shall determine. Trustor hereby authorizes and directs the lessees, tenants and occupants to make all payments under the Leases directly to Beneficiary upon written demand by Beneficiary, without further consent of Trustor; provided, however, that Trustor shall have the right to collect such Rents (but not more than one (1) month in advance unless the written approval of Beneficiary is first obtained), and to retain and enjoy same, so long as an Event of Default shall not have occurred hereunder or under the other Loan Documents. The assignment of the Rents of the Trust Estate in this **Article 2** is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest. Beneficiary's rights to the Rents are not contingent upon and may be exercised without possession of the Trust Estate. Notwithstanding the direct and absolute assignment of the Rents, there shall be no pro tanto reduction of any portion of the Obligations except with respect to Rents actually received by Beneficiary and applied by Beneficiary toward payment of the Obligations.

2.2 Collection Upon an Event of Default. Upon the occurrence of an Event of Default, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations, enter upon and take possession of the Trust Estate, or any part thereof, and, with or without such entry or taking possession, in its own name sue for or otherwise collect the Rents (including, without limitation, those past due and unpaid) and apply the same, less costs and expenses of operation and collection (including, without limitation, attorneys' fees) to payment of the Obligations in such order as Beneficiary may determine. The collection of such Rents, or the entering upon and taking possession of the Trust Estate, or the application of the Rents as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Trustor also hereby authorizes Beneficiary upon such entry, at its option, to take over and assume the management, operation and maintenance of the Trust Estate and to perform all acts Beneficiary in its sole discretion deems necessary and proper and to expend such sums out of Rents as may be needed in connection therewith, in the same manner and to the same extent as Trustor theretofore could do (including, without limitation, the right to enter into new leases, to cancel, surrender, alter or amend the terms of, and/or renew existing leases collectively, the "**Leases**", and/or to make concessions to tenants). Trustor hereby releases all claims of any kind or nature against Beneficiary arising out of such management, operation and maintenance, excepting the liability of Beneficiary to account as hereinafter set forth.

### 2.3 Application of Rents.

(a) Upon such entry, Beneficiary shall, after payment of all property charges and expenses (including, without limitation, reasonable compensation to such managing agent as it may select and employ) and after the accumulation of a reserve to meet requisite amounts, credit the net amount of the Rents received by it to the Obligations, but the manner of the application of such net income and which items shall be credited shall be determined in the sole discretion of Beneficiary. Beneficiary shall not be accountable for more monies than it actually receives from the Trust Estate; nor shall it be liable for failure to collect Rents. Beneficiary shall make reasonable efforts to collect Rents, reserving, however, within its own absolute and sole discretion, the right to determine the method of collection and the extent to which enforcement of collection of Rents shall be prosecuted and Beneficiary's judgment shall be deemed conclusive and reasonable.

(b) In connection herewith, Trustor further agrees that all Rents received by Beneficiary from any lessee may be allocated, if Beneficiary so elects, to the payment of all current obligations of such lessee under its Lease and not to amounts which may be accrued and unpaid as of the date of revocation of Trustor's license to collect such Rents. Beneficiary may, but shall have no obligation to, pursue any lessee for the payment of Rents which may be due under its Lease with respect to any period prior to the exercise of Beneficiary's rights under this assignment or which may become due thereafter. Beneficiary shall not be liable to any lessee for the payment or return of any security deposit under any Lease unless and to the extent that such security deposit has been paid to and received by Beneficiary, and Trustor agrees to indemnify, defend and hold Beneficiary harmless from and against any and all losses, claims, damages or liabilities arising out of any claim by a lessee with respect thereto. Trustor further agrees that the collection of Rents by Beneficiary and the application of such Rents by Beneficiary to the costs, expenses and obligations referred to herein shall not cure or waive any default or Event of Default or invalidate any act (including, but not limited to, any sale of all or any portion of the Property or any property now or hereafter securing the Loan) done in response to or as a result of such Event of Default or pursuant to any notice of default or notice of sale issued pursuant to this Deed of Trust.

2.4 Protection of Leases. Trustor and Beneficiary agree that all lessees under any Leases shall be bound by and required to comply with the provisions of this assignment. In connection therewith, Trustor and Beneficiary further agree as follows:

(a) Notice to Lessees of Assignment. If requested by Beneficiary, Trustor shall: (i) notify each lessee under any Lease now or hereafter affecting all or any portion of the Property of the existence of this assignment and the rights and obligations of Trustor and Beneficiary hereunder; (ii) provide each present or future lessee with a copy of this Deed of Trust and the assignment of leases hereunder; and (iii) obtain each lessee's agreement to be bound and comply with the provisions of Article 2 hereof.

(b) Reference to Assignment. All Leases hereafter executed with respect to the Property or any portion thereof shall contain a reference to this Deed of Trust and the assignment of leases hereunder and shall state that such lessee shall be bound by and shall comply with the provisions of Article 2 hereof.

(c) Occurrence of Event of Default. Upon the occurrence of an Event of Default and at any time thereafter during the continuance thereof, Beneficiary may, at its option, send any lessee a notice to the effect that: (i) an Event of Default has occurred and that Beneficiary has revoked Trustor's license to collect the Rents; (ii) Beneficiary has elected to exercise its rights under this assignment; and (iii) such lessee is thereby directed to thereafter make all payments of Rents and to perform all obligations under its Lease for the benefit of Beneficiary or as Beneficiary shall direct.

(d) Notice to Lessee to Comply with Leases. Upon receipt of any such notice from Beneficiary, each lessee is hereby instructed by Trustor and Beneficiary to comply with the provisions of such notice, to make all payments of Rents and to perform all obligations under the Lease to and for the benefit of Beneficiary or as Beneficiary shall direct. Such notice and direction shall remain effective until the first to occur: (i) the receipt by Lessee of a subsequent notice from Beneficiary to the effect that such Event of Default has been cured or that Beneficiary has appointed Trustor to act as agent for Beneficiary pursuant to this assignment; (ii) the appointment of a receiver pursuant to this assignment, in which event such lessee shall thereafter make payments of Rents and perform all obligations under the Leases as may be directed by such receiver; or (iii) the issuance of an order of a court of competent jurisdiction terminating this assignment or otherwise directing such lessee to pay Rents and perform its obligations in a manner inconsistent with said notice.

(e) Lessee's Reliance on Notice from Beneficiary. Each lessee shall be entitled to rely upon any notice from Beneficiary and shall be protected with respect to any payment of Rents made pursuant to such notice.

(f) No Duty for Lessee to Investigate. Each lessee who receives a notice from Beneficiary pursuant to this assignment shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this assignment. Trustor hereby agrees to indemnify, defend and hold such lessee harmless from and against any and all loss, claim, damage or liability arising from or related to payment of Rents or performance of obligations under any Lease by such lessee made in good faith in reliance on and pursuant to such notice.

(g) No Assumption by Beneficiary of Lease Obligations. The payment of Rents to Beneficiary pursuant to any such notice and the performance of obligations under any Lease to or for the benefit of Beneficiary shall not cause Beneficiary to assume or be bound by the provisions of such Lease, including, but not limited to, any duty to return any security deposit to the lessee under such Lease unless and to the extent such security deposit was paid to Beneficiary by Trustor.

(h) Assignment Binding on Lessees. The provisions of this **Section 2.4** are expressly made for the benefit of and shall be binding on and enforceable by each lessee under any Lease now or hereafter affecting all or any portion of the Property.

2.5 Mortgagee in Possession. It is not the intention of the parties hereto that an entry by Beneficiary upon the Property under the terms of this instrument shall make Beneficiary a party in possession in contemplation of the law, except at the option of Beneficiary.

2.6 Indemnity. TRUSTOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS BENEFICIARY FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, OBLIGATIONS, CLAIMS, DEMANDS, DAMAGES, PENALTIES, JUDGMENTS, COSTS, AND EXPENSES, INCLUDING LEGAL FEES AND EXPENSES, HOWSOEVER AND BY WHOMSOEVER ASSERTED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT, INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY AND EXPENSES BASED UPON OR ARISING OUT OF THE NEGLIGENCE OR STRICT LIABILITY OF BENEFICIARY, AND ALL SUCH LOSSES, LIABILITIES, OBLIGATIONS, CLAIMS, DEMANDS, DAMAGES, PENALTIES, JUDGMENTS, COSTS AND EXPENSES SHALL BE DEEMED ADDED TO THE OBLIGATIONS AND SHALL BE SECURED BY ANY AND ALL OTHER INSTRUMENTS SECURING THE OBLIGATIONS.

2.7 No Obligation to Perform. Nothing contained herein shall operate or be construed to obligate Beneficiary to perform any obligations of Trustor under any Lease (including, without limitation, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the lessee under any such Lease shall have been joined as a party defendant in any action to foreclose and the estate of such lessee shall have been thereby terminated). Prior to actual entry into and taking possession of the Property by Beneficiary, this assignment shall not operate to place upon Beneficiary any responsibility for the operation, control, care, management or repair of the Trust Estate or any portion thereof, and the execution of this assignment by Trustor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Trust Estate is and shall be that of Trustor, prior to such actual entry and taking of possession.

### ARTICLE 3

### SECURITY AGREEMENT

3.1 Creation of Security Interest.

(a) Trustor hereby grants to Beneficiary, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to Beneficiary all of the Personal Property (as defined herein) of Trustor or in which Trustor has sufficient rights to grant a security interest and all other personal property assets of Trustor or in which Trustor has sufficient rights to grant a security interest, including, without limitation, "Accounts", "Cash Proceeds", "Chattel Paper", "Collateral", "Deposit Accounts", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-credit Rights", "Noncash Proceeds", and "Tangible Chattel Paper", as defined in the Utah Uniform Commercial Code, as more particularly described on **Exhibit B** hereto, and all insurance claims and other proceeds or products thereof, whether now owned or existing or hereafter acquired or arising, wherever located and whether in Trustor's possession and control or in the possession and control of a third party.

(b) This Deed of Trust constitutes and shall be deemed to be a "security agreement" for all purposes of the Utah Uniform Commercial Code. Beneficiary shall be entitled to all the rights and remedies of a "secured party" under the Utah Uniform Commercial Code.

(c) Trustor further agrees, at the request and option of Beneficiary, to take any and all actions Beneficiary may determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of Beneficiary to enforce, Beneficiary's security interest in any and all of the Personal Property, including, without limitation, (a) causing Beneficiary's name to be noted as Beneficiary on any certificate of title for the Personal Property or any portion thereof if such notation is a condition to attachment, perfection or priority of, or ability of Beneficiary to enforce, Beneficiary's security interest in such Personal Property, (b) complying with any provision of any statute, regulation or treaty of any State or the United States as to any Personal Property if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Beneficiary to enforce, Beneficiary's security interest in such Personal Property, (c) obtaining governmental and other third party waivers, consents and approvals in form and substance satisfactory to Beneficiary, including, without limitation, any consent of any licensor, lessor or other person obligated on Personal Property and (d) obtaining waivers from mortgagees and landlords in form and substance satisfactory to Beneficiary.

3.2 Financing Statements. Trustor hereby irrevocably authorizes Beneficiary at any time and from time to time to file or record in any filing office in any Uniform Commercial Code jurisdiction, or in any county recorder's office or other public office for recording of public land records, any initial financing statements and amendments thereto that (a) indicate the Personal Property: (i) as all assets of Trustor or words of similar effect, regardless of whether any particular asset comprised in the Personal Property falls within the scope of Article 9a of the Uniform Commercial Code of the State of Utah or the equivalent section of the Uniform Commercial Code of any such other jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by Part 5 of Article 9a of the Uniform Commercial Code of the State of Utah, or the equivalent section of the Uniform Commercial Code of any such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including (1) whether Trustor is an organization, the type of organization and any organization identification number issued to Trustor, and (2) in the case of a financing statement filed as a fixture filing or indicating Personal Property as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Personal Property relates. Trustor agrees to furnish any such information to Beneficiary promptly upon request. Trustor also ratifies its authorization for Beneficiary to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof. Beneficiary is fully authorized to file, record, or otherwise utilize such documents as it deems necessary to perfect and/or enforce any security interest or lien granted hereunder. Trustor acknowledges that it is not authorized to

file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Beneficiary and agrees that it will not do so without the prior written consent of Beneficiary, subject to Trustor's rights under Section 9-509(4)(b) of the Utah Uniform Commercial Code. Trustor will pay the cost of recording and filing the same in all public offices wherever recording or filing is deemed by Beneficiary to be necessary or desirable.

3.3 Representations, Warranties and Covenants of Trustor. Trustor hereby represents, warrants and covenants (which representations, warranties and covenants shall survive creation of any indebtedness of Trustor to Beneficiary and any extension of credit thereunder) as follows:

(a) Commercial Use. The Personal Property is not used or bought for personal, family or household purposes.

(b) Location of Property; Replacement. The tangible portion of the Personal Property will be kept on or at the Property or Improvements and Trustor will not, without the prior written consent of Beneficiary, remove the Personal Property or any portion thereof therefrom except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor with similar items of greater value.

(c) Trade Names. Trustor does not do business under any trade name except as previously disclosed in writing to Beneficiary. Trustor will immediately notify Beneficiary in writing of any trade name or fictitious business name.

(d) Trustor's Legal Status. Trustor represents and warrants to Beneficiary as follows: (a) Trustor's exact legal name is as indicated in the introductory paragraph hereof and on the signature page hereof, (b) Trustor is an organization of the type, and is organized in the jurisdiction set forth in the introductory paragraph hereof, (c) Trustor's organizational identification number is as set forth in Exhibit D hereto, and (d) the address listed in the introductory paragraph hereof accurately sets forth Trustor's place of business or, if more than one, its chief executive office, as well as Trustor's mailing address, if different. Trustor covenants with Beneficiary as follows: (x) without providing at least 30 days prior written notice to Beneficiary, Trustor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (y) if Trustor does not have an organizational identification number and later obtains one, Trustor shall forthwith notify Beneficiary of such organizational identification number, and (z) Trustor will not change its type of organization, jurisdiction of organization or other legal structure.

(e) Adverse Claims. Trustor shall immediately notify Beneficiary of any claim against the Personal Property adverse to the interest of Beneficiary therein.

(f) Cumulative Rights. The grant of a security interest to Beneficiary by this Deed of Trust shall not be construed to derogate from or impair the lien or provisions of, or the rights of Beneficiary under, this Deed of Trust with respect to any property described herein which is real property, or which the parties have agreed to treat as real property.

(g) Ownership. Trustor is, or will be upon acquisition, and shall at all times remain the owner of the Personal Property, free from any right or claim or any person or any adverse lien, security interest or other encumbrance, except for the security interest created by this Deed of Trust and except for the Permitted Exceptions. Trustor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to Beneficiary.

- (h) Farm Products. None of the Personal Property constitutes, or is the proceeds of, "farm products" as defined in Section 9-102(a)(34) of the Uniform Commercial Code of the State of Utah.
- (i) Commercial Tort Claims. Trustor holds no commercial tort claims with respect to the Property.
- (j) Fair Labor Standards Act. Trustor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act.

3.4 Power of Attorney.

(a) Appointment and Powers of Beneficiary. Trustor hereby irrevocably constitutes and appoints Beneficiary and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Trustor or in Beneficiary's own name, for the purpose of carrying out the terms of this Deed of Trust, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Deed of Trust and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of Trustor, without notice to or assent by Trustor, to do the following:

(i) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Personal Property in such manner as is consistent with the Uniform Commercial Code of the State of Utah and as fully and completely as though Beneficiary were the absolute owner thereof for all purposes, and to do, at Trustor's expense, at any time, or from time to time, all acts and things which Beneficiary deems necessary or useful to protect, preserve or realize upon the Personal Property and Beneficiary's security interest therein, in order to effect the intent of this Deed of Trust, all at least as fully and effectively as Trustor might do, including, without limitation, (1) the filing and prosecuting of registration and transfer applications with the appropriate federal, state, local or other agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (2) upon written notice to Trustor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if Beneficiary so elects, with a view to causing the liquidation of assets of the issuer of any such securities, and (3) the execution, delivery and recording, in connection with any sale or other disposition of any Personal Property, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Personal Property; and

(ii) to the extent that Trustor's authorization given in **Section 3.2** is not sufficient, to file such financing statements with respect hereto, with or without Trustor's signature, or a photocopy of this Deed of Trust in substitution for a financing statement, as Beneficiary may deem appropriate and to execute in Trustor's name such financing statements and amendments thereto and continuation statements which may require Trustor's signature.

(b) Ratification by Trustor. To the extent permitted by law, Trustor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

(c) No Duty on Beneficiary. The powers conferred on Beneficiary hereunder are solely to protect its interests in the Personal Property and shall not impose any duty upon it to exercise any such powers. Beneficiary shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to Trustor for any act or failure to act, except for Beneficiary's own gross negligence or willful misconduct.

3.5 Use of Personal Property by Trustor. Until the occurrence of an Event of Default hereunder or under any other Loan Document, Trustor may have possession of the Personal Property and use it in any lawful manner not inconsistent with this Deed of Trust and not inconsistent with any policy of insurance thereon.

3.6 Remedies Upon an Event of Default.

(a) Remedies. If an Event of Default shall have occurred and be continuing, in addition to the remedies provided in **Section 4.2** hereof and the other Loan Documents, Beneficiary, without any other notice to or demand upon Trustor shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a Beneficiary under the Uniform Commercial Code of the State of Utah and any additional rights and remedies which may be provided to a Beneficiary in any jurisdiction in which Personal Property is located, including, without limitation:

(i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Trustor and all others claiming under Trustor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor with respect to the Personal Property or any part thereof. In the event Beneficiary demands, or attempts to take possession of the Personal Property in the exercise of any rights under this Deed of Trust, Trustor agrees to promptly turn over and deliver possession thereof to Beneficiary;

(ii) Without notice to or demand upon Trustor, make such payments and do such acts as Beneficiary may deem necessary to protect its security interest in the Personal Property (including, without limitation, paying, purchasing, contesting or compromising any Lien or Encumbrance, whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorney's fees) incurred in connection therewith;

(iii) Require Trustor from time to time to assemble the Personal Property, or any portion thereof, at such location or locations within the jurisdiction(s) of Trustor's principal office(s) or at such other locations as Beneficiary, or an agent or representative designated by Beneficiary, may reasonably designate. Beneficiary, and its agents and representatives, shall have the right to enter upon any or all of Trustor's Property and property to exercise Beneficiary's rights hereunder;

(iv) Realize upon the Personal Property or any part thereof as herein provided or in any manner permitted by law and exercise any and all of the other rights and remedies conferred upon Beneficiary by this Deed of Trust, any other Loan Document, or by law, either concurrently or in such order as Beneficiary may determine;

(v) Sell or cause to be sold in such order as Beneficiary may determine, as a whole or in such parcels as Beneficiary may determine, the Personal Property and the remainder of the Trust Estate;

(vi) Sell, lease, or otherwise dispose of the Personal Property at public or private sale, upon terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any sale; and

(vii) Exercise any other remedies of a secured party under the Utah Uniform Commercial Code, the other Loan Documents or any other applicable law.

(b) Notice of Sale. Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give to Trustor at least ten (10) Business Days prior written notice of the time and place of any public sale of Personal Property or of

the time after which any private sale or any other intended disposition is to be made. Trustor hereby acknowledges that ten (10) Business Days prior written notice of such sale or sales shall be reasonable notice. Such notice may be mailed to Trustor at the address set forth in **Section 6.5**. In addition, Trustor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of Beneficiary's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Personal Property and to exercise its rights and remedies with respect thereto.

(c) Proceeds of Dispositions; Expenses. Trustor shall pay to Beneficiary on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Beneficiary in protecting, preserving or enforcing Beneficiary's rights and remedies under or in respect of any of the Obligations or any of the Personal Property and arising from the discharge of all Impositions, Liens and Encumbrances, and claims thereof, if any, on the Personal Property prior to the security interest granted herein (except any Impositions or Liens and Encumbrances subject to which such sale shall have been made). After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of the Personal Property shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as Beneficiary may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State of Utah, any excess shall be returned to Trustor. In the absence of final payment and satisfaction in full of all of the Obligations, Trustor shall remain liable for any deficiency. Until paid, all amounts due and payable by Trustor hereunder shall be a debt secured by the Trust Estate and shall bear, whether before or after judgment, interest at the Agreed Rate.

3.7 Successive Remedies. Beneficiary shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Beneficiary from pursuing any further remedy that it may have. Any repossession or retaking or sale of the Personal Property pursuant to the terms hereof shall not operate to release Trustor until full payment of any deficiency has been made in cash.

3.8 Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on Beneficiary to exercise remedies in a commercially reasonable manner, Trustor acknowledges and agrees that it is not commercially unreasonable for Beneficiary (a) to fail to incur expenses reasonably deemed significant by Beneficiary to prepare Personal Property for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Personal Property to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Personal Property to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Personal Property or to fail to remove liens or encumbrances on or any adverse claims against Personal Property, (d) to exercise collection remedies against account debtors and other persons obligated on Personal Property directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Personal Property through publications or media of general circulation, whether or not the Personal Property is of a specialized nature, (f) to contact other persons, whether or not in the same business as Trustor, for expressions of interest in acquiring all or any portion of the Personal Property, (g) to hire one or more professional auctioneers to assist in the disposition of Personal Property, whether or not the Personal Property is of a specialized nature, (h) to dispose of Personal Property by utilizing Internet sites that provide for the auction of assets of the types included in the Personal Property or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure Beneficiary against risks of loss, collection or disposition of Personal Property or



to provide to Beneficiary a guaranteed return from the collection or disposition of Personal Property, or (l) to the extent deemed appropriate by Beneficiary, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Beneficiary in the collection or disposition of any of the Personal Property. Trustor acknowledges that the purpose of this **Section 3.8** is to provide non-exhaustive indications of what actions or omissions by Beneficiary would fulfill Beneficiary's duties under the Uniform Commercial Code or other law of the State or any other relevant jurisdiction in Beneficiary's exercise of remedies against the Personal Property and that other actions or omissions by Beneficiary shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this **Section 3.8**. Without limitation upon the foregoing, nothing contained in this **Section 3.8** shall be construed to grant any rights to Trustor or to impose any duties on Beneficiary that would not have been granted or imposed by this Deed of Trust or by applicable law in the absence of this **Section 3.8**.

3.9 Marshalling. Beneficiary shall not be required to marshal any present or future collateral security (including but not limited to the Personal Property) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, Trustor hereby agrees that it will not invoke any law relating to the marshalling of Personal Property which might cause delay in or impede the enforcement of Beneficiary's rights and remedies under this Deed of Trust or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, Trustor hereby irrevocably waives the benefits of all such laws.

3.10 Fixture Filing. Upon its recording in the real property records, this Deed of Trust shall be effective as a financing statement filed as a fixture filing. In addition, a carbon, photographic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder. Certain financing statement information is set forth on **Exhibit D** to this Deed of Trust.

#### ARTICLE 4

#### REMEDIES UPON DEFAULT

4.1 Events of Default. Each of the following shall constitute an event of default ("**Event of Default**"):

- (a) Failure by Trustor to pay any monetary amount due hereunder or under the other Loan Documents when due.
- (b) The occurrence of any Transfer, unless prior to such Transfer the holder of the Note has delivered to Trustor the written consent of such holder to such Transfer.
- (c) The occurrence of (i) any default and the failure to cure such default during applicable cure periods, if any, or (ii) any Event of Default, (as such term is defined in any other Loan Document), under any other Loan Document.

4.2 Acceleration Upon Default; Additional Remedies. Upon the occurrence of an Event of Default, Beneficiary may, at its option, declare all or any part of the Obligations immediately due and payable

without any presentment, demand, protest, notice of intent to accelerate, notice of acceleration, or other notice of any kind. Beneficiary may, in addition to the exercise of any or all of the remedies specified in **Section 3.6** or **Section 2.2**:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the Rents, or any part thereof, including, without limitation, those past due and unpaid, and apply the same, less costs and expenses of operation and collection (including, without limitation, attorneys' fees) to the Obligations, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Trust Estate or the collection, receipt and application of Rents, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including, without limitation, the right to exercise the power of sale contained herein;
- (b) Commence an action to foreclose the lien of this Deed of Trust as a mortgage, appoint a receiver as more particularly described in **Section 4.5**, or specifically enforce any of the covenants hereof;
- (c) Exercise the power of sale herein contained; or
- (d) Exercise all other rights and remedies provided herein, in any Loan Document or other document or agreement now or hereafter securing or guarantying all or any portion of the Obligations, or by law.

**4.3 Exercise of Power of Sale.** If Beneficiary elects to foreclose by exercise of power of sale hereunder, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and any other documents required by law. Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice and Election and Demand as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice Election and Demand and other notices having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in said notices, either as a whole, or in separate lots or parcels or items as Beneficiary shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof a certificate of purchase. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers. After deducting all costs, fees and expenses of Trustee, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale first to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate per annum in effect from time to time under the Note, then to payment of all other Obligations, and the remainder, if any, to the person or persons legally entitled thereto. Trustee, upon request by Beneficiary, may postpone the sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale. The power of sale under this Deed of Trust shall not be exhausted by any one or more sales (or attempts to sell) as to all or any portion of the Trust Estate remaining unsold, but shall continue unimpaired until all of the Trust Estate has been

sold by exercise of the power of sale herein contained and all indebtedness of Trustor to Beneficiary under the Deed of Trust, the Note or other Loan Documents has been paid in full. Upon any sale made under or by virtue of this **Section 4.3**, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Beneficiary may bid for and acquire the Trust Estate, whether by payment of cash or by credit bid. In the event of a successful credit bid, Beneficiary shall make settlement for the purchase price by crediting upon the Obligations of Trustor secured by this Deed of Trust such credit bid amount. Beneficiary, upon so acquiring the Property or any part thereof, shall be entitled to hold, lease, rent, operate, manage, and sell the same in any manner provided by applicable laws.

For purposes of credit bid calculations, Trustor agrees that all default interest, late charges, any prepayment premium, swap contract breakage fees and similar amounts, if any, owing from time to time under the Note shall constitute a part of and be entitled to the benefits of Beneficiary's Deed of Trust lien upon the Trust Property, and (ii) Beneficiary may add all default interest, late charges, any prepayment premium, swap contract breakage fees and similar amounts owing from time to time under the Note to the principal balance of the Note, and in either case Beneficiary may include the amount of all unpaid late charges in any credit bid Beneficiary may make at a foreclosure sale of the Trust Property pursuant to this Deed of Trust.

4.4 Personal Property. It is the express understanding and intent of the parties that as to any personal property interests subject to the Uniform Commercial Code, Beneficiary, upon an Event of Default, may proceed under the Uniform Commercial Code or may proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect of real property, and treat both real and personal property interests as one parcel or package of security as permitted by applicable law, and further may sell any shares of corporate stock evidencing water rights in accordance with applicable law.

4.5 Appointment of Receiver. Upon the occurrence of an Event of Default, Beneficiary, as a matter of right and without notice to Trustor or any one claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the ex parte right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefore and consents to Beneficiary being appointed as such receiver if Beneficiary so elects. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the later of the date of confirmation of sale of the Trust Estate or the date of expiration of any redemption period, unless such receivership is sooner terminated. It is Trustor's express intention and agreement pursuant to Colorado Revised Statutes §38-38-602(3) that Beneficiary shall have the right and be absolutely entitled to the appointment of a receiver as provided herein.

4.6 Remedies Not Exclusive. Beneficiary shall be entitled to enforce payment and performance of any and all of the Obligations and to exercise all rights and powers under the Loan Documents and under the law now or hereafter in effect, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured or guaranteed. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other rights herein contained, shall prejudice or in any manner affect Beneficiary's right to realize upon or enforce any other security or guaranty now or hereafter held by Beneficiary, it being agreed that Beneficiary shall be entitled to enforce this Deed of Trust and any other security or any guaranty now or hereafter held by Beneficiary in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder, or now or

hereafter existing under the law. Every power or remedy given by any of the Loan Documents or by law to Beneficiary or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Beneficiary and, to the extent permitted by law, it may pursue inconsistent remedies.

4.7 Deficiency. Trustor agrees to pay any deficiency arising from any cause, to which Beneficiary may be entitled after applications of the proceeds of any sale, any Beneficiary may commence suit to collect such deficiency.

4.8 Intentionally Omitted.

4.9 Marshalling of Assets. Trustor, on its own behalf and on behalf of its successors and assigns, hereby expressly waives all rights to require a marshalling of assets by Beneficiary, or to require Beneficiary, upon a foreclosure, to first resort to the sale of any portion of the Trust Estate which might have been retained by Trustor before foreclosing upon and selling any other portion as may be conveyed by Trustor subject to this Deed of Trust.

4.10 No Merger. In the event of a foreclosure of this Deed of Trust or any other mortgage or deed of trust securing the Obligations, the Obligations then due Beneficiary shall not be merged into any decree of foreclosure entered by the court, and Beneficiary may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust which also secure said Obligations.

4.11 Request for Notice. Beneficiary hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in **Section 6.5**.

## ARTICLE 5

### RELEASE AND RECONVEYANCE OF TRUST ESTATE

5.1 Reconveyance by Trustee. Upon written request once all Obligations have been satisfied in full, Beneficiary will execute and deliver to Trustor such documents as may be required to release this Deed of Trust of record.

5.2 Partial Reconveyance. At any time, without liability therefor and without notice, and without affecting the personal liability of Trustor or any other person for payment of the Obligations, Beneficiary may: release and reconvey by deed of reconveyance any part of the Trust Estate from the lien hereof; consent to the making and recording of any maps or plats of the Trust Estate; join in granting any easement on the Trust Estate; or join in any extension agreement or any agreement subordinating or modifying the lien or charge hereof. If Trustee shall perform any such acts or execute complete or partial reconveyances it shall be paid a fee in accordance with its established fees and charges therefor.

## ARTICLE 6

### MISCELLANEOUS

6.1 Change, Discharge, Termination, or Waiver. No provision of this Deed of Trust may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of Beneficiary to exercise and no delay by Beneficiary in exercising any right or remedy under the Loan Documents or under the law shall operate as a waiver thereof.

6.2 Trustor Waiver of Rights. Trustor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Trust Estate, and (b) all rights of redemption, valuation, appraisal, stay of execution, notice of intent to accelerate, notice of acceleration, notice of election to mature or declare due the Obligations and marshaling in the event of foreclosure of the liens hereby created, and (c) all rights and remedies that Trustor may have or be able to assert under applicable law pertaining to the rights and remedies of sureties or guarantors.

6.3 Statements by Trustor. Trustor shall, within ten (10) days after written notice thereof from Beneficiary, deliver to Beneficiary a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest or such other amounts.

6.4 Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, (except for any notice address which is a post office box, in which case notice shall be given by first class mail) through the United States Postal Service to the addresses set forth in the preamble of this Deed of Trust or such other address which the parties may provide to one another in accordance herewith. Such notices, requests and demands, if sent by mail, shall be deemed given two (2) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

6.5 Intentionally Omitted.

6.6 Captions and References. The headings at the beginning of each section of this Deed of Trust are solely for convenience and are not part of this Deed of Trust. Unless otherwise indicated, each reference in this Deed of Trust to a section or an exhibit is a reference to the respective section herein or exhibit hereto. All exhibits hereto are incorporated herein by reference.

6.7 Invalidity of Certain Provisions. If any provision of this Deed of Trust is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the obligations, and all payments made on the obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

6.8 Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

6.9 Attorneys' Fees. If any or all of the Obligations are not paid when due or if an Event of Default occurs, Trustor agrees to pay all costs of enforcement and collection and preparation therefore (including, without limitation, reasonable attorney's fees) whether or not any action or proceeding is brought (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or appellate level)), together with interest therein from the date of demand at the Agreed Rate.

6.10 Governing Law. THIS DEED OF TRUST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH EXCLUDING ANY UTAH CONFLICT OF LAWS RULES, EXCEPT THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIEN OF THIS DEED OF TRUST WITH RESPECT TO REAL PROPERTY SHALL BE GOVERNED BY THE LAW OF THE STATE OF COLORADO.

6.11 Joint and Several Obligations. If this Deed of Trust is signed by more than one party as Trustor, all obligations of Trustor herein shall be the joint and several obligations of each party executing this Deed of Trust as Trustor.

6.12 Number and Gender. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter gender and vice versa, if the context so requires.

6.13 Loan Statement Fees. Trustor shall pay the amount demanded by Beneficiary or its authorized loan servicing agent for any statement regarding the Obligations, provided, however, that such amount may not exceed the maximum amount allowed by law at the time request for the statement is made.

6.14 Counterparts. This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form physically one document, which may be recorded.

6.15 No Merger of Lease. If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Beneficiary so elects as evidenced by recording a written declaration executed by Beneficiary so stating, and, unless and until Beneficiary so elects, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Trust Estate shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

6.16 Status of Title. Trustor represents and warrants that it is the lawful owner of the Trust Estate free and clear of all Liens and Encumbrances and holds a fee simple estate in the Property and Improvements, subject only to the Permitted Exceptions and that Trustor has full right, power and authority to convey and mortgage the same and to execute this Deed of Trust.

6.17 Integration. The Loan Documents contain the complete understanding and agreement of Trustor and Beneficiary and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

6.18 Binding Effect. The Loan Documents will be binding upon, and inure to the benefit of, Trustor, Trustee and Beneficiary and their respective successors and assigns. Trustor shall not assign or delegate its obligations under this Deed of Trust.

6.19 Time of the Essence. Time is of the essence with regard to the each provision of the Loan Documents as to which time is a factor.

6.20 Survival. The representations, warranties, and covenants of Trustor and the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

6.21 Maximum Indebtedness. This Deed of Trust secures future advances made pursuant to the Note, provided that for purposes of Colorado Revised Statute Section 38-39-106, as amended, the aggregate unpaid principal amount of the Obligations outstanding at any time (after having given effect to all advances and all repayments made prior to such time) which is secured by this Deed of Trust shall not in the aggregate exceed an amount equal to \$960,000 (the "**Total Maximum Principal Amount**"). The Total Maximum Principal Amount does not in any way imply that Beneficiary is obligated to make any future advances at any time unless specifically so provided in the Note.

6.22 Waiver of Homestead and Other Exemptions. To the extent permitted by law, Trustor hereby waives all rights to any homestead or other exemption to which Trustor would otherwise be entitled under any present or future constitutional, statutory, or other provision of applicable state or federal law.

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**EXHIBIT A**

**PROPERTY DESCRIPTION**

The certain real property located in Adams County, Colorado, and more particularly described as follows:

**PARCEL 1:**

LOT 2, BLOCK 1, BRANNAN'S SUBDIVISION FILING NO. 2, AND AS AMENDED BY AFFIDAVIT OF CORRECTION RECORDED JANUARY 19, 1995 IN BOOK 4455 AT PAGE 542,

EXCEPT THAT PART CONVEYED TO THE COUNTY OF ADAMS BY WARRANTY DEED MADE A PART OF RESOLUTION RECORDED MAY 25, 1995 IN BOOK 4518 AT PAGE 777, COUNTY OF ADAMS, STATE OF COLORADO.

**PARCEL 2:**

TRACT "A", BRANNAN'S SUBDIVISION, FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

## EXHIBIT B

### DESCRIPTION OF PERSONAL PROPERTY

All of assets of Grantor and in which Grantor has sufficient rights to grant a security interest, including, without limitation, "Accounts", "Cash Proceeds", "Chattel Paper", "Collateral", "Deposit Accounts", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-credit Rights", "Noncash Proceeds", and "Tangible Chattel Paper", as defined in the Uniform Commercial Code. Such assets include, without limitation:

(a) All personal property, (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, construction materials and software embedded in any of the foregoing) in which Grantor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Property or the Improvements or used or useful in the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Grantor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Property, Improvements, or such personal property;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the Obligations remains unpaid or unperformed, may accrue from such personal property or any part thereof or from the Property, the Improvements or any other part of the Trust Estate, or which may be received or receivable by Grantor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Grantor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants or purchasers of any portion of the Property or Improvements, rights to receive capital contributions or subscriptions from Grantor's partners or shareholders, amounts payable on account of the sale of partnership interests in Grantor or the capital stock of Grantor, accounts and other accounts receivable, deposit accounts, chattel paper (whether tangible or electronic), notes, drafts, contract rights, instruments, general intangibles, and principal, interest, and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments evidencing securing or guarantying the same;

(d) All other intangible property (and related software) and rights relating to the Property, the Improvements, the personal property described in **Paragraph (a)** above or the operation, occupancy, or use thereof, including, without limitation, all governmental and private contracts, agreements, permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Property or Improvements, all names under or by which the Property or Improvements may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks, copyrights, patent and copyright applications and registrations, patterns, designs, drawings, plans and specifications, other proprietary information and intellectual property, and royalties relating in any way to the Property or the Improvements, and all management agreements with respect to the management and operation of the Property, and all goodwill and software in any way relating to the Property or the Improvements.

(e) Grantor's rights under all insurance policies covering the Property, the Improvements, the Personal Property, and the other parts of the Trust Estate and any and all proceeds, loss payments, and premium refunds payable regarding the same;

- (f) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Property;
- (g) All water, water stock and water rights relating to the Property, including, without limitation, (i) the right to use surface water or groundwater on, under, around or appurtenant to the Property, (ii) all decreed rights; (iii) water rights represented by a permit issued by any applicable governmental authority; (iv) diligence rights or claims; (v) approved applications to appropriate; and (vii) unapproved applications to appropriate;
- (h) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of the Property, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Property, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any loss or diminution in value of the Property, the Improvements, the Personal Property, or any other part of the Trust Estate;
- (i) All architectural, structural, mechanical, and engineering plans and specifications prepared for construction of Improvements or extraction of minerals or gravel from the Property and all studies, data, and drawings related thereto; and also all contracts and agreements of Grantor relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Property;
- (j) All of Grantor's rights as a declarant, developer or otherwise, including, without limitation, all voting and other rights under all covenants, conditions and restrictions affecting the Property or the Improvements;
- (k) All of Grantor's rights under any agreements affecting the Property, whether now existing or hereafter arising; and
- (l) All proceeds from sale or disposition of any of the aforesaid collateral.

As used in this **Exhibit B** the terms "Obligations", "Note", "Trust Estate", "Property", "Improvements", and "Personal Property" shall have the meanings set forth in the Deed of Trust to which this **Exhibit B** is attached.

**EXHIBIT C**  
**PERMITTED EXCEPTIONS**

**“Permitted Exceptions”** means the following:

Sale, transfer, or other disposition of any Personal Property that is consumed or worn out in ordinary usage and that is promptly replaced with similar items of equal or greater value.

Liens and Encumbrances being contested in accordance with **Section 1.17** of the Deed of Trust.

Impositions being contested in accordance with **Section 1.8(d)** of this Deed of Trust.

This Deed of Trust.

The lien of current real property taxes not yet due.

The matters approved by Beneficiary in writing as title exceptions to be shown in the Title Insurance Policy provided pursuant to the Note.

**EXHIBIT D**

**FINANCING STATEMENT INFORMATION**

The Debtor is:

CLEAR CREEK DEVELOPMENT, LLC  
14034 South 145 East, Suite 301  
Draper, Utah 84020

Organizational Identification No.: 3027158

The Beneficiary/Secured Party is:

MSH CAPITAL, LLC  
14034 South 145 East, Suite 301  
Draper, Utah 84020

The Collateral is the Personal Property (including all fixtures) described on **Exhibit B** to the Deed of Trust.

# Delaware

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The First State

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CLEAR CREEK DEVELOPMENT LLC", CHANGING ITS NAME FROM "CLEAR CREEK DEVELOPMENT LLC" TO "CLEAR CREEK DEVELOPMENT, LLC", FILED IN THIS OFFICE ON THE TENTH DAY OF JUNE, A.D. 2020, AT 4 O`CLOCK P.M.*



  
Jeffrey W. Bullock, Secretary of State

3027158 8100  
SR# 20205620373

Authentication: 203088489  
Date: 06-11-20

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**CERTIFICATE OF FORMATION**  
**OF**  
**CLEAR CREEK DEVELOPMENT, LLC**

**June 10, 2020**

The undersigned, being an authorized person, for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act, Chapter 18, Title 6, Delaware Code, Section 18-101 *et seq.* (the “**Act**”), does hereby certify pursuant to Section 18-201(a) of the Act, as follows:

1. Name of Limited Liability Company. The name of the limited liability company (the “**Company**”) formed hereby is: “Clear Creek Development, LLC”.
2. Address of Registered Office. The address of the registered office of the Company in the State of Delaware is: c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
3. Name and Address of Registered Agent. The name and address of the registered agent for service of process on the Company in the State of Delaware is: The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

This Certificate of Formation was duly executed in accordance with and is being filed pursuant to the provisions of Section 18-201 of the Act.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Clear Creek Development, LLC as of the date first written above.

By: Carol Christensen  
Name: Carol Christensen  
Title: Authorized Person



# State Of Delaware

## Name Reservation Status

Reservation Name	Entity Name	Entity Type	Cost	Status	Expiration Date
3027158	Clear Creek Development LLC	LimitedLiabilityCompa ny	\$75.00	Reserved	10/6/2020