



**TOWN OF MILLIKEN
TOWN BOARD
AGENDA MEMORANDUM**

To: Mayor Tokunaga and Board of Trustees		Public Hearing Date: March 23, 2016	
From: Martha Perkins, Community Development Director			
Via: Kent Brown, Town Administrator			
Agenda Item #	Action:	Discussion:	Information:
	x		
Agenda Title: Approval of the Brookstone Phase I Development Agreement with Lot Holding Investments, LLC for 2 Four-plexes on approximately .98 acres of the Brookstone Subdivision Condominium Multi-Family Housing Project totaling 11.621 acres in Milliken, Colorado.			
Staff Recommendation: Staff recommends approval by the Town Board of Trustees.			
Attachments: Brookstone Phase I Development Agreement Brookstone Approved Site Plan			

PURPOSE

To review and approve a development agreement for commercial site plan consisting of two four-plexes for Brookstone Development Phase I on approximately .98 acres. The Planning & Zoning Commission reviewed and approved the Brookstone Subdivision Site Plan for Phase I in a public hearing on October 21, 2015.

BACKGROUND

Lot Holding Investments, LCC has been actively building single family residential housing in Settlers Village through their company Windmill Homes. As the applicant, Lot Holding Investments, would like to test the market for multi-family condominium housing by building 2 four-plexes on approximately .98 acres as the first phase of the proposed Brookstone Subdivision Condominium Multi-Family Housing Project. The Brookstone Subdivision totals 11.621 acres. Once built-out, the Brookstone Subdivision will consist of approximately 120 dwelling units (~10 dwelling units per acre) consisting of three-plexes, four-plexes, and five-plexes.

The Planned Unit Development (PUD) Centennial Master Plan for Settlers Village included commercial, professional office space, high density residential, medium density residential, low density residential, recreational opportunities, and open space. The Master Plan identified this area as Hacienda Villas with high-density residential housing, which was later renamed to Brookstone. Thus, this proposed multi-family development is in congruence with the original PUD Master Plan.

In addition, the Comprehensive Plan supports the development of a variety of housing types necessary to support employee recruitment and retention. A variety in housing unit types, styles,

and pricing as part of mixed-use development helps create a strong economy.

BUDGET IMPLICATIONS

The Brookstone Phase I development agreement between Lot Holding Investments LLC and Town requires financial collateral, which in this agreement is 10% of the total cost of the public improvements and the landscaping in the pocket park designed to serve the Brookstone Subdivision.

This is a very small project, but the financial collateral is retained for all new development in case the developer finds him or herself stretched financially and decides not to finish a project. The collateral would allow the Town to finish the basic infrastructure without taking on an additional financial burden.

Also, in this case there is no direct impact to the Town's budget at this time.

RECOMMENDATION

After a thorough review of the site specific plan and construction plans, staff recommends approval of the Brookstone Subdivision Phase I development agreement with Lot Holding Investments, LLC.

SUGGESTED MOTION

"I move to approve the development agreement with Lot Holding Investments, LLC. for the Brookstone Subdivision Phase I".

DRAFT

**ADDENDUM E TO TOWN OF MILLIKEN
DEVELOPMENT AGREEMENT
FOR SETTLERS VILLAGE SUBDIVISION: BROOKSTONE SITE PLAN
PHASE 1**

This **Addendum E** ("Addendum") is entered into this ____ day of _____, 20___, by and between the TOWN OF MILLIKEN, a Colorado municipal corporation ("Milliken" or "Town"), and Lot Holding Investments, LLC, a Colorado limited liability company (Referred to herein as "Developer"). Milliken and Developer are collectively referred to as "Parties," or occasionally in the singular as "Party." This Addendum is an Addendum to that certain Development Agreement for Settlers Village Subdivision by and between the Town and Developer. With respect to the Property described below, if there are any conflicts between the terms of this Addendum and the terms of the Master Development Agreement, the terms of this Addendum shall control.

WITNESSETH:

WHEREAS, the Town and Developer previously entered into that certain development agreement governing the development of Settlers Village Subdivision recorded at Reception No. 2830068 in the Clerk and Recorder's Office of Weld County ("Master Development Agreement" or "MDA"); and

WHEREAS, the intent of the Town and Developer is to authorize development of the Settlers Village Subdivision in accordance with the MDA and all applicable Town Municipal Codes and regulations; and

WHEREAS, Developer desires to develop a portion of the property within the Settlers Village Subdivision, as more particularly described in **Exhibit A** (the "Property"); and

WHEREAS, Developer has submitted to Milliken for approval and execution the Brookstone Subdivision Site Plan – Phase 1 (hereinafter referred to as the "Development Plan"), a copy of which is on file in the Community Development Department of the Town of Milliken and made a part hereof by reference; and

WHEREAS, the MDA requires Developer to provide cost estimates for each Phase of development within the Subdivision, setting forth the estimated costs of construction of the public improvements associated with the Phase; and

WHEREAS, Milliken and Developer have agreed upon the public improvements for the Property required by the applicable portions of the MDA and all duly adopted codes, ordinances, rules, regulations and standards of Milliken including but not limited to: the Milliken Municipal Code (including zoning and subdivision regulations) and all other duly adopted Town regulations such as roadway design and construction standards, grading erosion sediment control (GESD) measures, and storm drainage, (collectively, the "Standards") in effect at the time the Construction Plans (as hereinafter defined) are approved by Milliken; and

WHEREAS, Milliken and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by Milliken in consideration of its approval and execution of the Development Plan, and that such matters are necessary to protect, promote, and enhance the public welfare; and

NOW, THEREFORE, in consideration of these premises, the mutual obligations herein contained, and Milliken's approval and execution of the Development Plan, it is agreed as follows:

Section I. Obligation to Provide Improvements-Construction Plans-Engineer's Cost Estimate

- A. The Developer agrees to construct and install the public improvements to serve the Property as generally identified in the schedule of Improvements attached hereto as **Exhibit B** and hereinafter referred to as the "Improvements" in compliance with all requirements contained in the Standards. The Developer also agrees to install and to provide for maintenance of certain park, trail, recreation or landscaping improvements ("Landscape Improvements") as shown on the Development Plan, the plans for which, in terms of quantity and type, shall be provided with the Construction Plans.
- B. The Developer has submitted to the Town, and Town has approved, final construction and engineering plans and drawings ("Construction Plans" or "Plans") and an engineer's cost estimate of Improvements ("ECE") in the form approved by Milliken as more specifically described in the Standards. The ECE includes a cost contingency of fifteen percent (15%) of the total estimated construction costs of the Improvements and the Landscape Improvements. The ECE and schedule of Improvements are attached hereto as **Exhibit B**. Construction of the Improvements or any development of the Property shall not commence until Milliken has issued a Building Permit as set forth in Section II below. Developer shall secure and comply with all necessary permits issued by the Town and other governmental or quasi-governmental authorities having jurisdiction over the development of the Property. Developer shall not modify the Construction Plans or any of the Improvements without the prior written approval of Milliken. Milliken will communicate its approval or disapproval of any such modification within fifteen (15) business days after its receipt of Developer's request.

Section II. Building Permit Approval

- A. Prior to and as a condition of constructing the Improvements, Developer shall submit for approval a Building Permit application on a form provided by Milliken. Developer shall submit a Building Permit application. As part of the Building Permit application, Developer shall submit payment of the Building Permit fee, and any other applicable fees, as set forth in the Town's **Fee Schedule**.
- B. Before commencing construction of any Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way and easements on all lands upon which the Improvements will be located and shall provide written evidence of the same to Milliken.

Section III. Construction of Improvements and Landscape Improvements

- A. Developer shall provide notice to Milliken at least forty-eight (48) hours before commencing construction of the Improvements or prior to Milliken's inspection of any such Improvement during or after construction. To the extent that any decisions become necessary during construction as to the quality or acceptability of the materials furnished, the work performed or the manner of performance of

the work, Developer shall give Milliken three (3) business days' notice and the opportunity to make any such decisions.

- B. The Improvements and Landscape Improvements shall be constructed and installed in accordance with the Construction Plans and in accordance with applicable provisions of the Standards and all other applicable ordinances, resolutions and regulations, including but not limited to all building, fire, plumbing, and safety codes, in effect at the time of approval of the Construction Plans. If Milliken reasonably determines that construction or installation is not in compliance with the approved Construction Plans or the Standards, it shall notify Developer of the required corrections, which Developer shall make within ten (10) business days of receipt of such notification or, if the nature of the corrections is such that the same cannot be reasonably completed within ten (10) business days, then Developer shall undertake such corrections within ten (10) business days and shall diligently prosecute the same to completion. In the event the Developer fails to make or commence the required corrections within said ten (10) day period, Milliken may direct Developer to stop work until corrections are made to the satisfaction of Milliken.
- C. At all times during said construction, and in accordance with this Addendum, Milliken shall have the right to require Developer to conduct testing and inspection, at Developer's expense, to confirm Developer's compliance with the Construction Plans. If Developer fails to do so within ten (10) business days of a notice from Milliken detailing the required test or inspection, or if Milliken reasonably believes that any required tests or inspections were either performed incorrectly or falsified, Milliken may conduct the same and charge the cost to Developer. No excavation, facility or Improvement, including water and sewer service connections, shall be covered until inspected by Milliken, or the applicable service provider, or until such inspection is waived in writing. Construction shall not proceed beyond required inspections or testing unless approved by Milliken. No liability shall attach to Milliken by reason of any inspections, observations, testing, or reviews, or by reason of the issuance of any approval or permit for any work subject to this Addendum. Developer shall reimburse Milliken for all costs incurred by Milliken in the performance of the above services, including any necessary associated attorney fees, within thirty (30) days after receipt of the Town's invoice for said services.
- D. In order to avoid damage to Landscape Improvements during periods of construction, construction of the Landscape Improvements is expected to occur following the completion of all construction authorized by the Development Plan, and is not required as a condition of issuance of building permits.

Section IV. Completion of Improvements

Municipal Code §16-4-550(e) requires that all required improvements shall be installed, constructed, or performed by Developer within two (2) years from the date of recordation of the Development Plan, unless the time for completion has been extended by the Board of Trustees. However, since this Development Plan was recorded prior to the approval of the Construction Plans and the execution of this Addendum, Milliken agrees that the time for completion of the Improvements and Landscaping Improvements shall be two years from the date of recording of this Addendum by the Town. Requests for further extensions of time shall be administered as stated in the Code, including, if necessary, confirmation

that sufficient collateral remains to make reasonable provision for the completion of the required improvements.

Section V. Ownership and Maintenance of Improvements

- A. Improvements to be owned and maintained by Milliken shall be specifically identified in the ECE and shall become the sole property of Milliken, free and clear of all liens, encumbrances, and restrictions upon Final Acceptance by Milliken. Prior to and as a condition of Final Acceptance, Developer shall furnish to Milliken unconditional lien waivers that all claims and payments to be made in connection with construction of said Improvements have been satisfied.
- B. Except those Improvements to be owned and maintained by Milliken, as determined by Milliken, the completed Improvements shall be owned and maintained by Developer or its successors and assigns, which may consist of a private owners association; or by the Centennial Crossing Metropolitan District, the Thompson River Parks and Recreation District, or other public agency; provided that Milliken reserves the right to enter upon and access all such Improvements for purposes of repair and emergency maintenance as deemed necessary by Milliken in the interest of the public health, safety and welfare of Milliken residents.
- C. The completed Landscape Improvements shall be owned and maintained by Developer or its successors and assigns, which may consist of a private owners' association; or by the Centennial Crossing Metropolitan District, the Thompson River Parks and Recreation District, or other public agency.

Section VI. As-Built Drawings for Improvements

When Developer has completed the Improvements as provided herein, Developer shall provide two (2) copies of as-built drawings showing the Improvements in their as-built locations at the time of Developer's request for Probationary Acceptance of the Improvements by Milliken. As-built drawings shall be prepared under the direction of a Colorado licensed professional engineer based on information provided by the general contractor and a survey of surface features of the constructed site within the public right-of-way and easements indicating that the constructed Improvements are in substantial compliance with the Construction Plans or that any material deviations have received prior written approval from Milliken. Unless otherwise permitted by the Code, no certificates of occupancy shall be issued by Milliken until as-built drawings are provided to and approved by Milliken following Probationary Acceptance of the Improvements.

Section VII. Collateral

- A. In order to secure the performance of the construction and installation of the Improvements and Landscape Improvements herein agreed by Developer, the Developer shall provide Milliken with security ("Collateral") in an amount equal to the total cost of the Improvements and Landscape Improvements as set forth in the approved ECE. Collateral may be provided in the form of a cash deposit; letters of credit substantially in the form as attached hereto as **Exhibit C**; Intergovernmental Agreements with public agencies responsible for the construction of all or a portion of the Improvements; and in a form approved by the Town Attorney. Collateral shall be required to be submitted for acceptance by Milliken at the time of Building Permit application. A Letter of Credit form of

DRAFT

Collateral shall be issued by a Colorado bank, or other financial institution doing business in Colorado that is acceptable to Milliken. Developer shall ensure that the Collateral remains unencumbered and free from claims of others so that any requests of Milliken for payment or enforcement may be immediately and unequivocally honored without cost to Milliken. Such security shall be maintained, in the amount required by this Addendum, and subject to partial releases as contemplated in Section VIII of this Addendum, through Final Acceptance of the Improvements by Milliken. If at any time prior to Final Acceptance, Milliken determines that the Collateral is not sufficient to cover all remaining costs of construction of the Improvements, Developer shall be required to post additional or supplemental Collateral in an amount deemed sufficient and approved by Milliken to pay for all costs of construction, including any administrative costs and contingency amount.

- B. If Developer fails to perform or observe any obligation or condition to be performed by Developer under this Addendum in respect to the Improvements and Landscape Improvements, and such default remains uncured for more than thirty (30) days after Developer's receipt of written notice thereof from Milliken, Milliken may cure the default at Developer's expense and draw on the Collateral from time to time to pay the costs incurred in connection therewith. In the event Developer fails to complete, install or perform any portion of work and/or Improvements or Landscape Improvements within said two (2) year period or any period of extension granted by the Town, Milliken may complete such remaining work and Improvements within a reasonable time by such means and in such manner as it may deem advisable, at Developer's expense. Milliken shall be entitled to draw against such Collateral to pay for Milliken's actual costs and expenses incurred in contracting for said work and Improvements, including the cost of obtaining required permits from the Town or any other applicable jurisdiction plus a five percent (5%) administrative fee, plus legal expenses incurred, to reimburse Milliken for its actual costs incurred in completing the Improvements described herein.
- C. In the event the amount of Collateral is not sufficient for Milliken to complete the Improvements as determined by Milliken in its sole discretion, Milliken shall be entitled to reimbursement from Developer upon demand for such cost overruns, including but not limited to labor and material costs as well as engineering and legal fees. In the event the Developer fails to maintain Collateral in the amount required pursuant to the terms of this Addendum through Final Acceptance of the Improvements, Developer shall be in default of this Addendum and Milliken shall be authorized to make demand on the then-existing Collateral.
- D. If a Letter of Credit is set to expire within fourteen (14) calendar days and Developer has not yet provided a satisfactory replacement, Milliken may draw on the Letter of Credit and either hold such funds as security for performance of this Addendum or spend such funds to finish improvements or correct problems within the Property, as Milliken deems appropriate.

Section VIII. Partial Release of Collateral – Limited Circumstances – [THIS SECTION VIII NOT APPLICABLE]

____ **Developer initials**

____ **Town initials**

- A. Developer may seek and Milliken may grant partial releases of Collateral on completed Improvements only where a Phasing Plan has been approved by Milliken and Developer has completed a phase of development in accordance with the Phasing Plan; or (2) for completed Landscape Improvements as provided in Subsection B below. Developer's request for partial release must include copies of bills, invoices and schedules of values for work performed and Improvements completed. Milliken shall inspect the completed work and Improvements within thirty (30) days and shall process such partial release in a manner similar to a request for Probationary Acceptance. Within such thirty (30) day period, Milliken will either approve the request for partial release or deny the same with detail as to any aspect of the Improvements that Milliken determines are not acceptable. The procedures for completion of Improvements and work by Milliken and payment to Milliken therefore from the Collateral shall apply whether there be one or more defaults on the part of Developer in performing the terms, conditions, and covenants contained in this Addendum. Notwithstanding the foregoing, Milliken shall not be required to make any partial release of the Collateral if doing so would reduce the outstanding amount of the Collateral below an amount equal to one hundred percent (100%) of the then current estimate of the costs to be incurred to complete the construction of the remaining Improvements (including the fifteen percent (15%) contingency amount). No partial release of any portion of the Collateral shall be deemed an acceptance of any Improvement by Milliken. Acceptance of Improvements shall be accomplished in accordance with Section IX of this Addendum.
- B. Upon Developer's completion of the Landscape Improvements or partial completion of Landscape Improvements, Developer may request Milliken's review and acceptance of such Landscape Improvements. Provided the Landscape Improvements comply with the Development Plan, Developer may request release of all or a portion of Collateral relating to the Landscape Improvements and such release shall be considered in the same manner as provided in Section VIII(A) above.

Section IX. Standards for Acceptance

- A. Probationary Acceptance and Warranty Period. As soon as all of the Improvements are installed and Milliken determines that such Improvements have been constructed in accordance with the approved Construction Plans, Milliken will issue to the Developer a certificate of Probationary Acceptance granting Probationary Acceptance of such Improvements. The probation and warranty period will terminate two (2) years from the date of Probationary Acceptance. Upon Probationary Acceptance, Milliken will allow a reduction of the Collateral up to ten percent (10%) of the total cost to construct the Improvements, as specified in **Exhibit B**, which shall constitute the "Improvement Guarantee". Until Final Acceptance, Milliken may notify Developer of any defective Improvements and Developer shall complete, repair or replace the same within thirty (30) days. In the

event Developer fails to so complete, repair or replace such defective Improvements, Milliken may draw upon the Improvement Guarantee to complete, repair or replace the same and shall be reimbursed by the Developer for any cost overruns not covered by the Improvement Guarantee.

- B. Final Acceptance. Improvements constructed pursuant to this Addendum are eligible for Final Acceptance in accordance with the Standards no sooner than twenty-one (21) months following the Probationary Acceptance date. Developer shall request Final Acceptance by Milliken in writing. After inspection for Final Acceptance, Milliken will identify and provide a written list of deficiencies based on a physical inspection of the Improvements. Developer shall correct all deficiencies to Milliken's satisfaction within three (3) months from the date said deficiency list was issued. When all deficiencies have been corrected, Milliken will issue a certificate of Final Acceptance to the Developer within the time period provided in the Standards. Upon issuance of said certificate of Final Acceptance, all Improvements specified in said certificate shall be deemed approved and accepted by Milliken, whereupon such Improvements shall be owned and maintained by Milliken or Developer, as applicable. At such time, Milliken will release the Improvements Guarantee.

Section X. Remedies

- A. Milliken's rights and remedies provided in this Addendum shall not be exclusive and are in addition to any other rights or remedies provided by law. Upon breach of any provision of this Addendum by Developer beyond any notice and right to correct specified herein, Milliken may initiate any one or more of the following actions:
1. Delay processing of any pending land development-related application for property included within the Development Plan;
 2. Issue stop work orders;
 3. Refuse to issue or approve Building Permits for property included within the Development Plan, or other permits for work serving the Development Plan, including but not limited to, right-of-way access, street cut, over-lot grading or building permits, certificates of occupancy, or final plats;
 4. Draw from the Collateral to cover the costs associated with correcting the Developer's breach;
 5. Issue a citation to the Developer or any contractor or subcontractor for violating requirements of the Milliken Municipal Code; or
 6. Initiate legal proceedings in any appropriate court of law.
- B. Any amounts due and owing to Milliken under this Addendum that are not paid in a timely manner may be certified to the Weld County Treasurer for collection with taxes, to the extent allowed by applicable law.

Section XI. Responsibility for Installing Utilities and for Permitting Installation of Utilities

- A. Developer agrees to be responsible for contracting for installation of any or all utilities where required, including, but not limited to water, sewer, natural gas and electricity. The Parties agree that electrical, fiber optic, cable, and telephone service for the Development Plan shall be underground in accordance with the Standards. No building permits for private improvements shall be issued by the Town until all water and sewer utilities as well as adequate rights-of-way and streets are available or provided for each lot for which a building permit is sought by Developer.
- B. Subject to the Standards, Milliken, as the owner of public rights-of-way and public or drainage easements depicted on the Development Plan, retains the right to issue right-of-way use permits to utility companies or to other persons, companies, corporations or organizations prior to the Final Acceptance of the Improvements.

Section XII. Construction Site Maintenance

- A. Developer shall take all reasonable care necessary to prevent its construction activities from damaging adjacent properties, including Milliken's property and shall, at its cost, promptly repair or replace the same to a condition similar or equal to that existing before such damage or injury.
- B. During construction, Developer shall use proper air quality control and erosion and sedimentation control and maintain streets and roads as required by the Standards. If Milliken determines in its sole discretion that dust emanating from the Property related to construction activities exceeds applicable Standards, it may order abatement measures be taken, and Developer shall comply with such order. In the event that Developer does not comply with such abatement measures within fifteen (15) days, Milliken may order construction to cease until Developer has complied with such abatement measures and Developer shall so comply. The Collateral shall be sufficient to include costs associated with re-vegetation of areas destroyed by such construction.

Section XIII. Maintenance and Workmanship of Improvements

- A. Developer shall keep and maintain all the Improvements in good order and condition until Milliken issues a certificate of Final Acceptance pursuant to Section IX of this Addendum. Developer shall, at its cost, repair or replace any damage or destruction of the Improvements that occurs prior to such Final Acceptance by Milliken, except to the extent that such damage or destruction is caused by agents or employees of Milliken.
- B. Unless otherwise specified, all materials for Improvements shall be new and both workmanship and materials shall be of good quality.

Section XIV. Miscellaneous

- A. Section Headings. The section headings in this Addendum are inserted herein only for convenience of reference and in no way shall they define, limit or describe the scope or intent of any provision of this Addendum.

DRAFT

- B. Assignment and Release. This Addendum may not be assigned or delegated by the Developer except as set forth in the MDA.
- C. Binding Effect. This Addendum shall inure to the benefit of, and be binding upon, the Parties and their respective legal representatives, successors and assigns. This Addendum shall bind the subdivision and all purchasers, lessors and subsequent owners of any property within the subdivision, except a bona-fide homebuyer, until all provisions of this Addendum are satisfied.
- D. Recording; Benefit. This Addendum shall be recorded with the Clerk and Recorder of Weld County, Colorado and shall run with the land. Developer shall pay the associated recording fee imposed by Weld County.
- E. Subordination. If the Property upon which the Improvements are constructed is subject to any liens, mortgage, deed of trust or similar encumbrance, the holder of such indebtedness or encumbrance shall subordinate its interest or encumbrance to this Addendum and all its terms, conditions and restrictions.
- F. Notices. Any notice required or permitted by this Addendum shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other Party. Such notice shall be deemed to have been given when deposited in the U.S. Mail.
- G. Additional Documents or Action. Parties agree to execute any additional documents and to take any additional action necessary to carry out this Addendum.
- H. Waiver of Breach. The waiver by any Party to this Addendum of a breach of any term or provision of this Addendum shall not operate or be construed as a waiver of any subsequent breach by any Party.
- I. Indemnification. Developer hereby expressly binds itself to indemnify and save harmless Milliken and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought against them or any of them, or loss, cost or expense incurred by them or any of them for, or on account of, any injury or damage received or sustained by any persons, firms or corporations during the construction of the Improvements and through Final Acceptance as a result of Developer's breach of any of its obligations hereunder, or the negligent or willful misconduct of Developer or any of its employees, agents or contractors. Milliken shall assert, to the fullest extent permitted by law, its immunity from suit under the Colorado Governmental Immunity Act, § 24-10-101 et seq. C.R.S., as well as the limitations upon liability provided herein.
- J. Contractors. Developer shall give notice of the terms of this Addendum in all contracts for construction of the Improvements and provide a copy of this Addendum to the contractors and subcontractors.
- K. Entire Agreement. This Addendum represents the entire agreement between the Parties and, supersedes any prior oral or collateral agreements or understandings.

- L. Amendment. This Addendum may be amended only by an instrument in writing signed by the Parties.
- M. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Addendum, and all rights of action relating to such enforcement, shall be strictly reserved to Milliken and the Developer, and nothing contained in this Addendum shall give or allow any such claim or right of action by any other third person on such Addendum, including but not limited to future owners of property within the Development Plan. It is the express intention of Milliken and Developer that any person other than Milliken or Developer or its assigns receiving services or benefits under this Addendum shall be deemed to be an incidental beneficiary only.
- N. Governing Law, Venue and Enforcement. This Addendum shall be governed by the laws of the State of Colorado. Venue for any action arising from this Addendum shall lie with any appropriate court within Weld County, Colorado. The Parties agree and acknowledge that this Addendum may be enforced at law or in equity, including an action for damages or specific performance.
- O. Vested Rights and Subsequent Legislative Enactment. The Parties acknowledge and understand that the approval of the Development Plan was not processed or approved in accordance with or pursuant to C.R.S. Section 24-68-101 et seq. or any regulations implementing such statutory provisions and the approval of the Development Plan does not constitute approval of a site specific development plan as that phrase is defined in C.R.S. Section 24-68-101 et seq. or any regulations implementing such statutory provisions. The approval of the Development Plan shall not therefore create or grant a statutory "vested property right" as defined by C.R.S. Section 24-68-101 et seq. Nothing in this Addendum shall limit, prevent or preclude the later adoption by the Town Board of Trustees of a legislative enactment which is general in nature and which may be applicable to the Property as well as other similarly situated property; subject, however, to rights which have accrued or may accrue to the Developer by virtue of the vesting of property rights acquired in accordance with common law.
- P. Authorization of Parties' Representative. The undersigned hereby represent that they serve as representatives of the Party for which they have executed this Addendum and are fully authorized to execute this Addendum on behalf of such party.

Section XV. Special Terms and Conditions

- A. Developer shall comply with the following special terms and conditions:

Potable/Raw Water Dedication: 1 water certificate for every 2 dwelling units are from an April 24, 2001 agreement between the Town of Milliken and Water Resources

Non-potable Water Allocation: .9 acres out of the remaining 7.16 acres of water from April 28, 2004 agreement between the Town of Milliken and Water Resources

DRAFT

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

DRAFT

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

TOWN OF MILLIKEN, COLORADO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

OWNER/DEVELOPER:

By: _____
Title: _____
Address: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20 __, by _____ as _____ [Title] of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(SEAL)

DRAFT

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

DRAFT

**EXHIBIT B
PUBLIC IMPROVEMENT
ENGINEER'S COST ESTIMATE**

Brookstone Phase I	Cost Estimate
Water & Sewer (Blanco Proposal dated Jan 26, 2016)	89,360.00
Concrete Work (E&J Concrete Incorporated Mar 15, 2016)	38,788.00
Landscaping and Irrigation (non-potable water infrastructure)	30,000.00
Total Brookstone Improvements:	\$ 158,148.00
10% of Total Improvements:	\$ 15,814.80

DRAFT

**EXHIBIT C
FORM OF LETTER OF CREDIT
IRREVOCABLE LETTER OF CREDIT**

Town of Milliken

Number: _____

Date: _____

Expiration: _____

Dear Sir or Madam:

[Name of Bank] ("Bank") hereby establishes in favor of Town of Milliken ("Beneficiary"), for the account of [Property Owner/Developer Name], a Colorado _____ ("Customer"), an Irrevocable Letter of Credit in the amount of _____ Dollars (\$xxx,xxx) available by immediate payment upon presentation at Bank's office at [Bank's address – provide Colorado branch or affiliate] of Beneficiary's sight draft(s) in an amount not exceeding \$xxx,xxx, and each sight draft must bear the reference: "Drawn on [Bank] Irrevocable Letter of Credit No. _____, dated _____, 20__."

In addition, Beneficiary's sight draft(s) must be accompanied by this Irrevocable Letter of Credit and an Affidavit of Certification in the form attached hereto as Exhibit 1 (the "Affidavit"). The Affidavit shall certify that Customer has failed to meet its obligations under the terms of a Public Improvement Addendum relating to [Project Name] Development Plan. Upon presentation of such Affidavit in compliance with the terms contained herein, Bank shall honor the accompanying sight draft(s) and shall not be required to determine questions of fact or law between Beneficiary and Customer.

This Irrevocable Letter of Credit sets forth the full understanding of the parties hereto and Bank hereby promises to Beneficiary that any drafts drawn under or in substantial compliance with the terms of this Irrevocable Letter of Credit will be duly honored if presented to [Bank] on or before _____, 20__.

This Irrevocable Letter of Credit is nontransferable.

This Irrevocable Letter of Credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce. The forum for all disputes regarding this letter of credit shall be the District Court for the County of Weld, State of Colorado.

Very truly yours,

[Name of Bank]

Title

DRAFT

EXHIBIT 1 TO EXHIBIT C

IRREVOCABLE LETTER OF CREDIT NO. _____

Dated: _____

AFFIDAVIT OF CERTIFICATION

STATE OF COLORADO)

) ss.

COUNTY OF _____)

I, _____, being duly sworn, state as follows:

Title and Authority of Affiant. I am _____ for Town of Milliken, Colorado and am authorized to act on behalf of the Town of Milliken, Colorado in this matter.

Certification. Under penalty of law, I hereby certify that the Customer has failed to meet its obligations under the terms of a Development Agreement and Addendum relating to the Brookstone Phase 1 Development Plan, and the Town of Milliken is entitled to draft this Letter of Credit.

TOWN OF MILLIKEN

By: _____
Town Administrator

Subscribed and sworn to before me this ____ day of _____, 20____, by

_____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(SEAL)

Brookstone

Phase 1 - Site Plan

BROOKSTONE PHASE I

SITE PLAN

FORT COLLINS, CO
PREPARED BY:



land planning ■ landscape architecture ■
urban design ■ entitlement ■
418 Canyon Ave, Suite 200 Fort Collins, CO 80521
phone 970.224.5828 | fax 970.225.8887 | www.ripleydesigninc.com

APPLICANT:
RIPLEY DESIGN INC.
Rosa Lee
418 Canyon Ave, Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.8887

OWNER:
WINDMILL HOMES
301 Centennial Drive
Milliken, CO 80543
p. 970.587.6987

ENGINEER:
UNITED CIVIL DESIGN GROUP, LLC
1501 Academy Ct, Ste. 203
Fort Collins, CO 80524
p. 970.530.4044

CERTIFICATE BLOCKS

Certificate of Dedication

Know all men by these presents that _____, being the sole owners of the land described herein have caused said land to be duly planned under the name of _____ and do hereby dedicate to the public forever all public streets and rights-of-way, easements, and other places designated or described as for public uses. (insert name of owner(s)) _____ agree to develop the land as depicted. All conditions, terms and specifications designated or described herein shall be binding on the owners, their heirs, successors and assigns.

In witness whereof, we have hereunto set our hands and seals this _____ day of _____, 20____.

State of Colorado)
County of Weld)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

Witness My Hand and Seal _____
My commission expires _____

Notary Public

Surveyor's Certificate

I certify this Site Plan accurately represents the results of a survey made by me or under my direct supervision and done in accord with applicable State of Colorado requirements, by _____ (SEAL)
(registered land surveyor, reg. no.)

Certificate of Approval by Board of Trustees

This is to certify that a site plan of the above described property was approved by the Board of Trustees and that the Mayor of the Town of Milliken, Colorado, on _____ accepts all public streets, easements, rights-of-way and other places designated or described as for public use for all purposes indicated hereon.

Mayor

Attest:

Town Clerk

Planning Commission Certificate

Approved by the Milliken Planning Commission this _____ day of _____, A.D., 20____.

Chairman

Planning Commission Secretary

Ditch Company Certificate

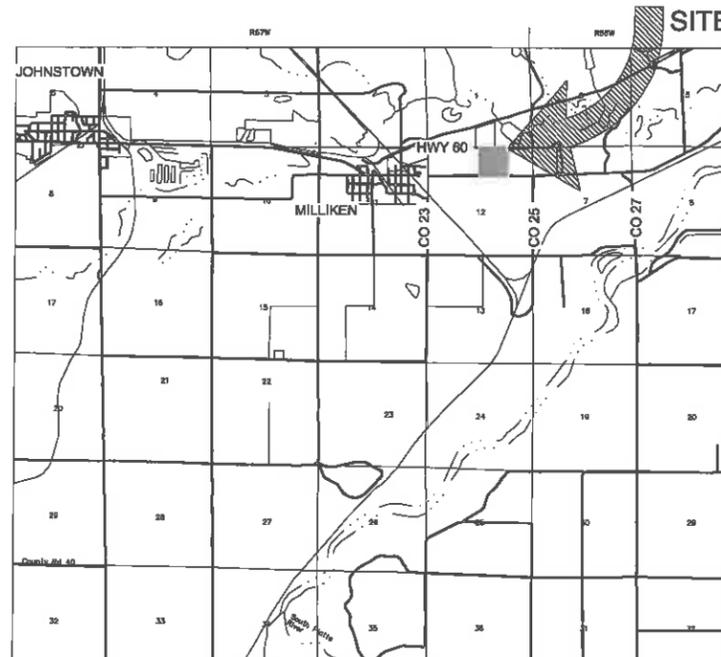
Approved this _____ day of _____, 200____.

(Ditch Company)
by: _____
Representative

SHEET INDEX

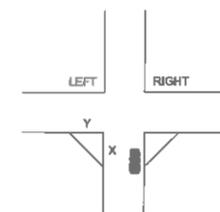
Sheet Number	Sheet Title
L1	COVER
L2	SITE PLAN
L3	LANDSCAPE PLAN
A1	EXTERIOR ELEVATIONS
A2	EXTERIOR ELEVATIONS
C000	COVER SHEET AND GENERAL NOTES
C100	EXISTING CONDITIONS AND REMOVALS PLAN
C200	PHASING PLAN
C300	HORIZONTAL CONTROL PLAN
C400-401	UTILITY PLANS
C402	SANITARY SEWER PLAN AND PROFILE
C500-501	GRADING PLANS
C600	OVERALL DRAINAGE PLAN
C700-706	CONSTRUCTION DETAILS

VICINITY MAP



SIGHT DISTANCE TRIANGLE

TYPE OF STREET	Y DISTANCE (IN FEET)	X DISTANCE (IN FEET)	SAFE SIGHT DISTANCE (IN FEET)
ARTERIAL	RIGHT 135' LEFT 270'	15'	500'
COLLECTOR	RIGHT 120' LEFT 220'	15'	400'
LOCAL	RIGHT 100' LEFT 150'	15'	300'
ALLEY	RIGHT 15' LEFT 15'	15'	—



SEC-19.2-221 (10) SIGHT DISTANCE FOR SAFETY AND VISIBILITY PURPOSES, A SIGHT DISTANCE TRIANGLE SHALL BE CREATED AND MAINTAINED IN WHICH THERE SHALL BE NO LANDSCAPE MATERIALS OR BERMS OR OTHER VISUAL OBSTRUCTIONS BETWEEN A HEIGHT OF TWO AND ONE-HALF (2 1/2) FEET AND TEN (10) FEET ABOVE THE ADJACENT STREET LEVEL. THE FOLLOWING CHART SHALL BE USED TO DETERMINE THE SIGHT DISTANCE TRIANGLE.

LANDSCAPE REQUIREMENTS

OPEN SPACE (0.472 AC)

20% OF GROSS OPEN SPACE AREA = .20 x 20,556 SF = 4,111 SF
(1) TREE PER 1,000SF & (1) SHRUBS PER 150SF = 4 TREES & 27 SHRUBS

STREET TREES (PROVIDED BY BUILDER WITH FRONT YARD LANDSCAPING)

1 TREE PER 40' LINEAR DISTANCE 40' O.C ROW. = 5 TREES

TOTAL = 9 TREES AND 27 SHRUBS PROVIDED

LAND USE CHART

ZONING	
EXISTING	PUD
PROPOSED	PUD

LAND USE	
ALLOWED	HIGH DENSITY RESIDENTIAL
PROPOSED	HIGH DENSITY RESIDENTIAL

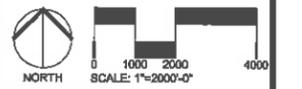
PROPOSED LAND USE	AREA (ACRES)	PHASE 1 COVERAGE (%)
BUILDING FOOTPRINT	0.281	26.63
PRIVATE YARDS	0.235	23.98
HARDSCAPE	0.134	13.67
PRIVATE DRIVE AND PARKING	0.113	11.53
OTHER	0.237	24.18
TOTAL	0.980	100.00%

PROPOSED DENSITY	
PHASE 1 ACREAGE	0.98 AC (42693 SF)
DWELLING UNITS	8
DENSITY (DU/ACRE)	8.16

UNIT SUMMARY			
TYPE	# OF UNITS	UNIT SF	UNIT HEIGHT
4-PLEX	2	10610	28'-6"
TOTAL	2	21220	

NOTES

- ALL LANDSCAPING SHALL BE INSTALLED CONSISTENT WITH XERISCAPE STANDARDS FOR SOIL PREPARATION AND IRRIGATION.
- MAINTENANCE FOR LANDSCAPED AREAS (EXCLUDING METRO DISTRICT AREA) SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR ESTABLISHED H.O.A. UNLESS OTHER ARRANGEMENTS ARE MADE WITH THE TOWN.
- SEED AREAS SHALL BE SEED AS FOLLOWS:
ALL GRASS DESIGNATED AS TURF SHALL BE SEED OR BODDED WITH REVILLE BLEND TEXAS BLUEGRASS AT THE RATE OF 150 POUNDS PURE LIVE SEED PER ACRE.
ALL GRASS AREAS DESIGNATED AS NATIVE SEED SHALL BE SEED TO THE FOLLOWING GRASS MIXTURE AT THE RATE OF 20 POUNDS PURE LIVE SEED PER ACRE:
50% LINCOLN SMOOTH BROME
20% PERENNIAL RYEGRASS
10% SIDEDOTS GRAMA
9% BLUE GRAMA
5% BUFFALO GRASS (TREATED)
5% LITTLE BLUESTEM
1% SAND DROPSIED
- THE CONTRACTOR SHALL CALL FOR ALL UTILITY LOCATES AND FIELD VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
- THIS DESIGN PLAN IS SCHEMATIC IN NATURE. ALL PLANTINGS MAY BE SUBJECT TO FIELD ADJUSTMENT AS NECESSARY DUE TO ENCOUNTERED SITE CONSTRAINTS.
- SPACING OF TREES WILL BE SUBJECT TO POSITION ADJUSTMENT TO ACCOMMODATE DRIVEWAY CURB CUTS, STORM SEWER, WATER, SANITARY SEWER FACILITIES, ELECTRICAL APPURTENANCES AND ANY OTHER FIXED IMPROVEMENTS.
- WOOD MULCH SHALL BE SHREDDED CEDAR, 4" MINIMUM DEEP BEDS ON MIRAFI GEO-TEXTILE WEED BARRIER. SHRUB BEDS SHALL BE EDGED WITH 1/2" ROUND-TOP STEEL EDGING.
- ROCK MULCH SHALL BE 40% 4-8" AND 60% 1-1/2" RIVER ROCK, GRAY COLORS, 4" MINIMUM DEEP BEDS ON MIRAFI GEO-TEXTILE WEED BARRIER.
- WOOD FIBER SHALL BE FIBER ENGINEERED WOOD MULCH CONTACT FIBAR AT 800-342-2721.
- ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF THE TOWN.
- SOIL PREPARATION FOR ALL LANDSCAPE AREAS SHALL BE TILLED INTO THE TOP 6" OF EXISTING SOIL.
- LANDSCAPING IMPROVEMENTS IN COMMON OPEN SPACE AREAS AND OTHER AREAS NOT DEDICATED TO THE TOWN SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR 75 PERCENT OF THE LOTS WITHIN EACH DEVELOPMENT PHASE.
- LANDSCAPING INCLUDING BUFFERS SHALL MEET THE TOWN'S STANDARDS.
- LANDSCAPE SHALL BE IRRIGATED WITH A DRIP IRRIGATION SYSTEM FOR ALL SHRUB BEDS AND TREES AND ROTARY SPRAY HEADS FOR ALL TURF AREAS.
- PLANT QUANTITIES MAY VARY AT INSTALLATION DUE TO AVAILABILITY AND CONDITION
- ALL PLANT SPECIES MAY BE SUBSTITUTED FOR AN EQUAL OR BETTER SPECIES.



ORIGINAL SIZE 24X36

ISSUED	DESCRIPTION	DATE
01	SITE PLAN REVIEW	8/14/2015

REVISIONS		
No.	DESCRIPTION	DATE

COVER

SEAL:

LEGAL DESCRIPTION

SETTLERS VILLAGE SUBDIVISION SIXTH FILING BEING A REPLAT OF LOT 2, BLOCK 2, SETTLERS VILLAGE SUBDIVISION, FIFTH FILING, LOCATED IN THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 76 WEST OF THE 6TH P.M., TOWN OF MILLIKEN, WELD COUNTY, COLORADO

LANDSCAPE DESIGN INTENT

- REINFORCE THE IDENTITY OF THE COMMUNITY
- PROVIDE TREE-LINED STREETS
- ANCHOR NEW BUILDINGS IN THE LANDSCAPE
- PROVIDE A CONNECTION TO THE REGIONAL TRAIL WITH PASSIVE AND ACTIVE RECREATION
- BE ENVIRONMENTALLY SENSITIVE AND ENHANCE VALUABLE HABITAT BY USING WATER CONSERVATION TECHNIQUES AND PLANTING NATIVE SPECIES (WHEN APPROPRIATE)
- ENCOURAGE THE UTILIZATION OF XERISCAPE PRINCIPLES PROMOTE EFFICIENT USE OF WATER AND REDUCE WATER WASTE

PROJECT No.: R14-052
DRAWN BY: SC
REVIEWED BY: RL
DRAWING NUMBER:

L1

SITE PLAN

FORT COLLINS, CO
PREPARED BY:



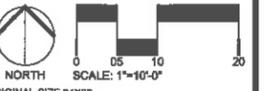
an urban design & entitlement firm
419 Canyon Ave, Suite 200 Fort Collins, CO 80521
p. 970.224.5229 | f. 970.225.8567 | www.ripleydesigninc.com

APPLICANT

WINDMILL HOMES
301 Centennial Drive
Milliken, CO 80543
p. 970.587.8967

ENGINEER

UNITED CIVIL DESIGN GROUP, LLC
1601 Academy Ct. Ste. 203
Fort Collins, CO 80524
p. 970.530.4044



ORIGINAL SIZE 24X36

ISSUED		
No.	DESCRIPTION	DATE
01	SITE PLAN REVIEW	8/14/2015
REVISIONS		
No.	DESCRIPTION	DATE

LANDSCAPE PLAN

SEAL:

PROJECT No.: R14-052
DRAWN BY: SC
REVIEWED BY: RL
DRAWING NUMBER:

L3

LEGEND

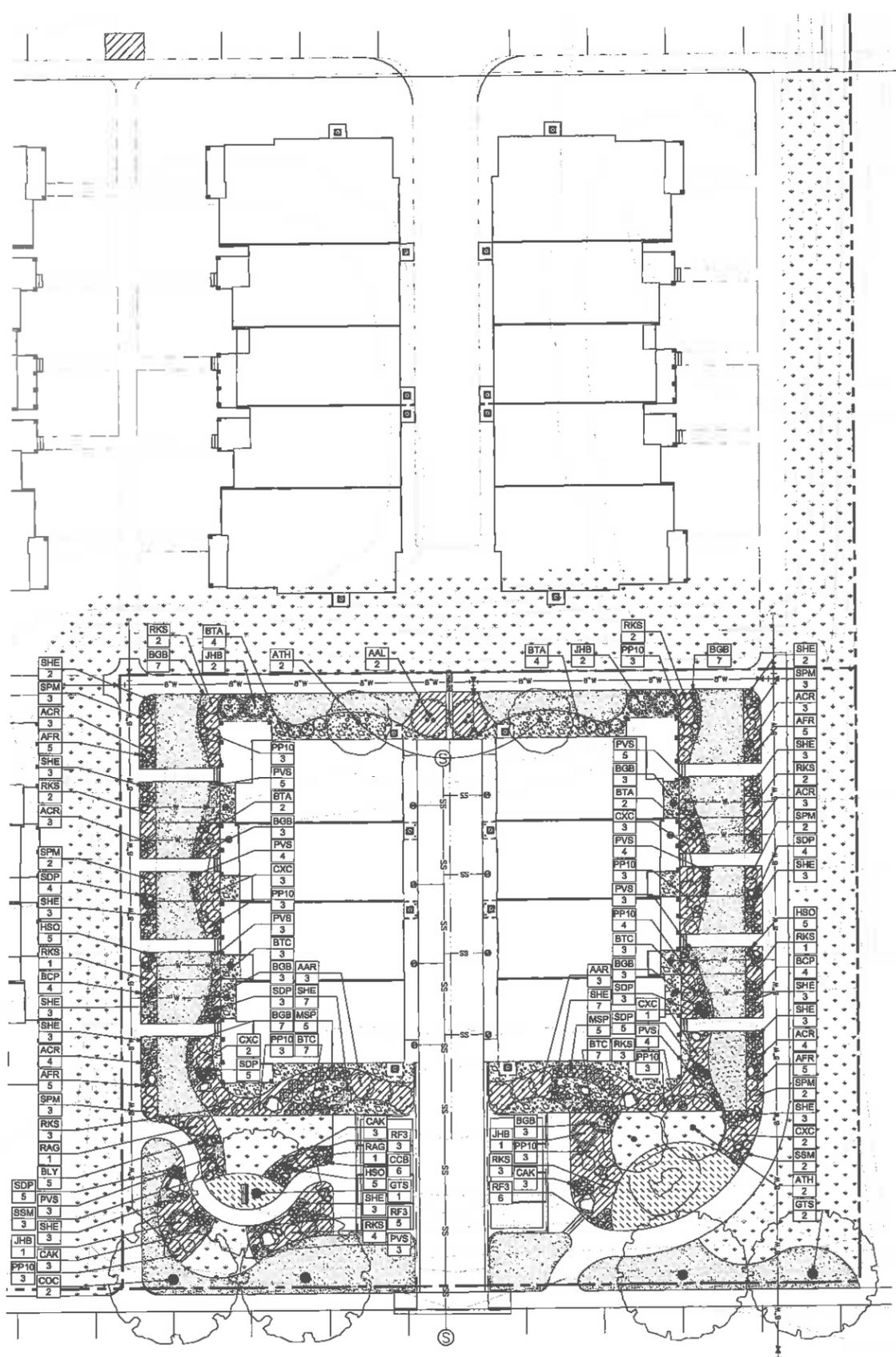
- WOOD MULCH
- ROCK MULCH
- WOOD FIBER
- MOSS ROCK BOULDER 1/2 - 1 TON

*SEE NOTES ON SHEET L1 FOR MULCH AND FIBER SPECS

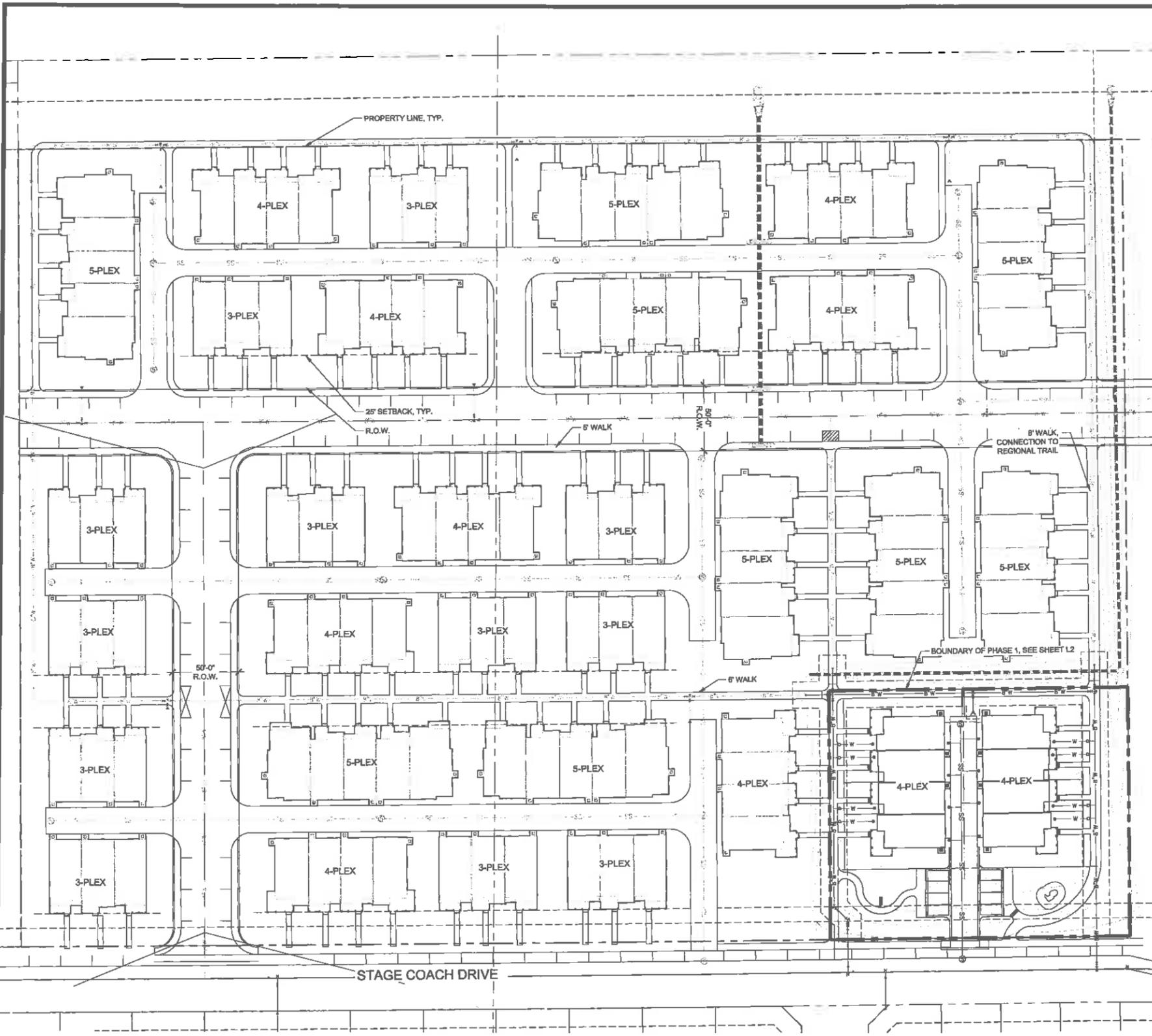
PLANT SCHEDULE

ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE
	ATH	4	ACER TATARICUM 'HOT WINGS' / HOT WINGS TATARIAN MAPLE	B & B	1.5"	
SHADE TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE
	COC	2	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2"	
	GTS	3	GLEDTISIA TRIACANTHOS INERMIS 'SHADEMASTER' TM / SHADEMASTER LOCUST	B & B		
SHRUBS	CODE	QTY	BOTANICAL NAME / COMMON NAME	SIZE		
	AAL	2	AMELANCHIER ALNIFOLIA / SERVICEBERRY	5 GAL		
	AAR	6	AMELANCHIER ALNIFOLIA 'REGENT' / REGENT SERVICEBERRY	5 GAL		
	BTA	12	BERBERIS THUNBERGII 'ATROPURPUREA' / RED LEAF JAPANESE BARBERRY	5 GAL		
	BTC	20	BERBERIS THUNBERGII 'CRIMSON PYGMY' / CRIMSON PYGMY BARBERRY	5 GAL		
	CXC	11	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' / BLUE MIST SPIREA / BLUEBEARD	5 GAL		
	PFD	28	POTENTILLA FRUTICOSA DAVURICA 'PRAIRIE SNOW' / PRAIRIE SNOW CINQUEFOIL	5 GAL		
	RAG	2	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	5 GAL		
	RKS	23	ROSA X 'KNOCKOUT' TM SUNNY / ROSE	5 GAL		
	BPM	15	SYRINGA PATULA 'MISS KIM' / MISS KIM LILAC	5 GAL		
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME / COMMON NAME	SIZE		
	JHB	6	JUNIPERUS HORIZONTALIS 'BLUE CHIP' / BLUE CHIP JUNIPER	5 GAL		
ORNAMENTAL GRASSES	CODE	QTY	BOTANICAL NAME / COMMON NAME	SIZE		
	BGB	36	BOUTELOUA GRACILIS 'BLONDE AMBITION' / BLONDE AMBITION GRAMA GRASS	1 GAL		
	CAK	9	CALAMAGROSTIS X ACUTIFLORA 'KARL FOENSTER' / FEATHER REED GRASS	1 GAL		
	MSP	10	MISCANTHUS SINENSIS 'PURPURESCENS' / FLAME GRASS	1 GAL		
	PVS	34	PANICUM VIRGATUM 'SHENENDOAH' / BURGUNDY SWITCH GRASS	1 GAL		
PERENNIALS	CODE	QTY	BOTANICAL NAME / COMMON NAME	SIZE		
	ACR	20	AGASTACHE X 'CORANADO RED' / ANISE HYSSOP	1 GAL		
	AFR	20	ARTEMISIA FRIGIDA / FRINGED WORMWOOD	1 GAL		
	BCP	1	BERGENIA CORDIFOLIA 'PURPUREA' / RED LEAF BERGENIA	1 GAL		
	BLY	1	BERLANDIERA LYRATA / LYRELEAF GREENEYES	1 GAL		
	CCB	1	CAMPANULA CARPATICA 'BLUE CLIPS' / BLUE CLIPS BELLFLOWER	1 GAL		
	HSD	15	HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY	1 GAL		
	RF3	14	RUDBECKIA FULGIDA SULLIVANTII 'GOLDSTURM' / BLACK-EYED SUSAN	1 GAL		
	SDP	29	SALVIA DARCY 'PSCARL' / VERMILION BLUFFS MEXICAN SAGE	1 GAL		
	SSM	1	SALVIA X SYLVESTRIS 'MAINACHT' / SAGE	1 GAL		

Printed By: Sam Condit Layout: L3 LANDSCAPE PLAN Printed On: 02/12/2015 4:33 PM File Name: L3 LANDSCAPE PLAN.dwg



Plotted By: Sam Counts Layout: L4 OVERALL SITE PLAN Printed On: 8/27/2015 4:33 PM File Name: L2 SITE PLAN.dwg



LAND USE CHART

PROPERTY: LOT 1, BLOCK 1, BROOKSTONE SUBDIVISION				
ZONING				
EXISTING	PUD			
PROPOSED	PUD			
LAND USE				
ALLOWED	HIGH DENSITY RESIDENTIAL			
PROPOSED	HIGH DENSITY RESIDENTIAL			
PROPOSED LAND USE				
	AREA (ACRES)	PHASE 1 COVERAGE (%)		
BUILDING FOOTPRINT	4.028	34.66		
OPEN SPACE	4.360	37.52		
PRIVATE WALKS AND DRIVES	1.842	15.85		
ROW	1.391	11.97		
TOTAL	11.621	100.00%		
UNIT SUMMARY				
TYPE	# OF UNITS	DU	UNIT SF	UNIT HEIGHT
3-PLEX	12	36	7806	28'-0"
4-PLEX	10	40	10610	28'-0"
5-PLEX	9	45	13208	28'-0"
TOTAL	31	121		
PROPOSED DENSITY				
TOTAL ACREAGE	11.621			
DWELLING UNITS	121			
DENSITY (DU/ACRE)	10,4122			

LEGEND

- WATER MAIN
- STORM DRAIN
- SEWER
- WATER SERVICE

BROOKSTONE PHASE I

SITE PLAN

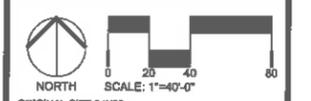
FORT COLLINS, CO
 PREPARED BY:

 a land planning & landscape architecture & urban design & environment firm
 419 Canyon Ave, Suite 200 Fort Collins, CO 80521
 phone 970.224.3326 fax 970.225.8657 www.ripleydesigninc.com

APPLICANT
 RIPLEY DESIGN INC.
 Russ Lee
 419 Canyon Ave, Suite 200
 Fort Collins, CO 80521
 p. 970.224.3326
 f. 970.225.8657

OWNER
 WINDMILL HOMES
 301 Centennial Drive
 Milliken, CO 80543
 p. 970.567.8867

ENGINEER
 UNITED CIVIL DESIGN GROUP, LLC
 1501 Academy Ct. Ste. 203
 Fort Collins, CO 80524
 p. 970.530.4044



ISSUED

No.	DESCRIPTION	DATE
01	SITE PLAN REVIEW	8/14/2015

REVISIONS

No.	DESCRIPTION	DATE

OVERALL SITE PLAN

SEAL:

PROJECT No.:	R14-052
DRAWN BY:	SC
REVIEWED BY:	RL
DRAWING NUMBER:	

L4

SITE PLAN

FORT COLLINS, CO
 PREPARED BY:



an land planning & landscape architecture &
 an urban design & architecture &
 419 Canyon Ave. Suite 200 Fort Collins, CO 80521
 phone 970.225.8957 fax 970.225.8957 www.ripleydesigninc.com

APPLICANT
 RIPLEY DESIGN INC.
 Russ Lee
 419 Canyon Ave. Suite 200
 Fort Collins, CO 80521
 p. 970.225.8957
 f. 970.225.8957

OWNER
 WINDMILL HOMES
 301 Canterbury Drive
 NEtbar, CO 80543
 p. 970.597.8957

ENGINEER
 UNITED CIVIL DESIGN GROUP, LLC
 1801 Academy Ct. Ste. 203
 Fort Collins, CO 80524
 p. 970.530.4044



ORIGINAL SIZE 24x36

ISSUED		DATE
01	DESCRIPTION	2/4/2015
	01 SITE PLAN REVIEW	
REVISIONS		
NO.	DESCRIPTION	DATE

EXTERIOR ELEVATIONS

SEAL:

PROJECT No.:	R14-052
DRAWN BY:	SC
REVIEWED BY:	RL
DRAWING NUMBER:	

A1

KEYNOTES	
K1	ADHERED SYNTHETIC STONE VENEER INSTALL
K2	STONE WATER TABLE INSTALL PER MANUF.
K3	1/2" x 1/2" PAINTED FABRIC
K4	SHIMS TRIM
K5	SHIMS TRIM
K6	SHIMS TRIM
K7	1/2" x 3/4" DECORATIVE LAMINATE NOT INCLUDED
K8	1/2" x 3/4" WOOD PANEL, SEE STRUCTURAL
K9	1/2" x 3/4" LIP SCANS
K10	1/2" x 3/4" LIP SCANS
K11	1/2" x 3/4" LIP SCANS
K12	1/2" x 3/4" LIP SCANS
K13	1/2" x 3/4" LIP SCANS
K14	1/2" x 3/4" LIP SCANS
K15	1/2" x 3/4" LIP SCANS
K16	1/2" x 3/4" LIP SCANS
K17	1/2" x 3/4" LIP SCANS
K18	1/2" x 3/4" LIP SCANS
K19	1/2" x 3/4" LIP SCANS
K20	1/2" x 3/4" LIP SCANS
K21	1/2" x 3/4" LIP SCANS
K22	1/2" x 3/4" LIP SCANS
K23	1/2" x 3/4" LIP SCANS
K24	1/2" x 3/4" LIP SCANS
K25	1/2" x 3/4" LIP SCANS
K26	1/2" x 3/4" LIP SCANS
K27	1/2" x 3/4" LIP SCANS
K28	1/2" x 3/4" LIP SCANS
K29	1/2" x 3/4" LIP SCANS
K30	1/2" x 3/4" LIP SCANS
K31	1/2" x 3/4" LIP SCANS
K32	1/2" x 3/4" LIP SCANS
K33	1/2" x 3/4" LIP SCANS
K34	1/2" x 3/4" LIP SCANS
K35	1/2" x 3/4" LIP SCANS
K36	1/2" x 3/4" LIP SCANS
K37	1/2" x 3/4" LIP SCANS
K38	1/2" x 3/4" LIP SCANS
K39	1/2" x 3/4" LIP SCANS
K40	1/2" x 3/4" LIP SCANS
K41	1/2" x 3/4" LIP SCANS
K42	1/2" x 3/4" LIP SCANS
K43	1/2" x 3/4" LIP SCANS
K44	1/2" x 3/4" LIP SCANS
K45	1/2" x 3/4" LIP SCANS
K46	1/2" x 3/4" LIP SCANS
K47	1/2" x 3/4" LIP SCANS
K48	1/2" x 3/4" LIP SCANS
K49	1/2" x 3/4" LIP SCANS
K50	1/2" x 3/4" LIP SCANS
K51	1/2" x 3/4" LIP SCANS
K52	1/2" x 3/4" LIP SCANS
K53	1/2" x 3/4" LIP SCANS
K54	1/2" x 3/4" LIP SCANS
K55	1/2" x 3/4" LIP SCANS
K56	1/2" x 3/4" LIP SCANS
K57	1/2" x 3/4" LIP SCANS
K58	1/2" x 3/4" LIP SCANS
K59	1/2" x 3/4" LIP SCANS
K60	1/2" x 3/4" LIP SCANS
K61	1/2" x 3/4" LIP SCANS
K62	1/2" x 3/4" LIP SCANS
K63	1/2" x 3/4" LIP SCANS
K64	1/2" x 3/4" LIP SCANS
K65	1/2" x 3/4" LIP SCANS
K66	1/2" x 3/4" LIP SCANS
K67	1/2" x 3/4" LIP SCANS
K68	1/2" x 3/4" LIP SCANS
K69	1/2" x 3/4" LIP SCANS
K70	1/2" x 3/4" LIP SCANS
K71	1/2" x 3/4" LIP SCANS
K72	1/2" x 3/4" LIP SCANS
K73	1/2" x 3/4" LIP SCANS
K74	1/2" x 3/4" LIP SCANS
K75	1/2" x 3/4" LIP SCANS
K76	1/2" x 3/4" LIP SCANS
K77	1/2" x 3/4" LIP SCANS
K78	1/2" x 3/4" LIP SCANS
K79	1/2" x 3/4" LIP SCANS
K80	1/2" x 3/4" LIP SCANS
K81	1/2" x 3/4" LIP SCANS
K82	1/2" x 3/4" LIP SCANS
K83	1/2" x 3/4" LIP SCANS
K84	1/2" x 3/4" LIP SCANS
K85	1/2" x 3/4" LIP SCANS
K86	1/2" x 3/4" LIP SCANS
K87	1/2" x 3/4" LIP SCANS
K88	1/2" x 3/4" LIP SCANS
K89	1/2" x 3/4" LIP SCANS
K90	1/2" x 3/4" LIP SCANS
K91	1/2" x 3/4" LIP SCANS
K92	1/2" x 3/4" LIP SCANS
K93	1/2" x 3/4" LIP SCANS
K94	1/2" x 3/4" LIP SCANS
K95	1/2" x 3/4" LIP SCANS
K96	1/2" x 3/4" LIP SCANS
K97	1/2" x 3/4" LIP SCANS
K98	1/2" x 3/4" LIP SCANS
K99	1/2" x 3/4" LIP SCANS
K100	1/2" x 3/4" LIP SCANS



2 BLDG. B - REAR ELEVATION
 3/16" = 1'-0"



1 BLDG. B - FRONT ELEVATION
 3/16" = 1'-0"

SITE PLAN

FORT COLLINS, CO

PREPARED BY:



a land planning & landscape architecture & urban design & environment
 419 Canyon Ave. Suite 200 Fort Collins, CO 80521
 phone 970.224.8923 fax 970.224.8922 | www.ripleydesigninc.com

APPLICANT

WINDMILL HOMES
 Russ Lee
 419 Canyon Ave. Suite 200
 Fort Collins, CO 80521
 p. 970.224.8923
 c. 970.224.8927

OWNER

WINDMILL HOMES
 301 Centennial Drive
 Merion, CO 80543
 p. 970.567.6967

ENGINEER

UNITED CIVIL DESIGN GROUP, LLC
 1901 Academy Ct. Ste. 203
 Fort Collins, CO 80524
 p. 970.552.4044



ORIGINAL SIZE 24x36

ISSUED		
NO.	DESCRIPTION	DATE
01	SITE PLAN REVIEW	04/20/15
REVISIONS		
NO.	DESCRIPTION	DATE

EXTERIOR ELEVATIONS

SEAL:

PROJECT No.:	R14-052
DRAWN BY:	SC
REVIEWED BY:	RL
DRAWING NUMBER:	

A2



KEYNOTES	
4.1	ACHEMID SYNTHETIC STONE VENEER INSTALL
6.13	3/4" X 4" PAINTED FASCIA
6.14	3/4" X 4" PAINTED FASCIA
6.15	SHIM TRIM
6.16	SHIM TRIM
6.17	SHIM TRIM
6.18	1/2" TYP. GLEND NAIL
6.19	1/2" TYP. WOOD POST, RE. STRUCTURAL
6.20	4" BRG LAP BOARD
6.21	4" BRG LAP BOARD
6.22	2" BRG LAP BOARD
7.1	BRAND AND GUTTER BRONZE 1/2" O.C. W/ 1/2" BASTARD
7.2	ARCHITECTURAL COPPOSITION BRICKLES
7.3	PREFINISHED GUTTER
7.4	PREFINISHED DOWNSPOUT
7.5	ROOF VENT. PER STRATA
8.1	W/HT WINDOWS W/ LOW E INSUL. GLAZING
8.2	CONDORPER. RE. MECHANICAL

2 BLDG. B - RIGHT ELEVATION
 3/16" = 1'-0"



1 BLDG. B - LEFT ELEVATION
 3/16" = 1'-0"