

June 14, 2021
Merrick Project No. 6512069201

Roshana Floyd
City of Lone Tree
Community Development
9220 Kimmer Drive
Suite 100
Lone Tree, CO 80124

Re: Lincoln Station Apartments – Site Improvement Plan Application and Plat Application

Dear Ms. Floyd:

Merrick & Company has reviewed the comments dated June 2, 2021 regarding the Lincoln Station Apartments Site Improvement Plan Application. The following summarizes Merrick's responses to the comments provided by the City of Lone Tree Community Development Department.

REFERRAL COMMENTS

- Colorado Department of Transportation:
 - o How will you provide noise buffering/mitigation for upper level residential (RE: the interstate)?
Response: We will be installing higher STC rated windows on the east side of the building. These premium, sound-mitigating windows will block most of the noise from I-25 within the apartments.
 - o If the site does intersect/about I-25 right-of-way, please show this on the SIP, as well as the replat.
Response: The site does not intersect or about the I-25 ROW.
 - o Property has an eastern leg that appears to touch the I-25 ROW. Be advised there would be an A-line/boundary line along the shared I-25 ROW that should not be crossed without CDOT authorized approval
Response: Understood, however eastern leg is adjacent to a parcel owned by RTD, so no impact to CDOT A-Line/boundary line along the I-25 ROW.
- South Metro Fire and Rescue Authority:
 - o A revised referral letter from SMFRA will be required to confirm:
 - Documentation from RTD has been provided authorizing the fire access lane; and
 - Station Street meets the aerial apparatus access requirements.**Response: Requested documentation has been provided to directly SMFR. Attached is the easement noting fire and emergency access on Station Street/RTD Property.**
 - o Denote fire alarm annunciator on plans.
Response: Fire alarm annunciator has been added to sheet 4 of the SIP plan set.

Employee Owned



5970 Greenwood Plaza Blvd
Greenwood Village, CO 80111



Tel: +1 303-751-0741



hello@merrick.com
www.merrick.com

1. A separate entry permit is required for water distribution. An additional hydrant is required at the west garage entry. Additional hydrants may be required along Station Street.
Response: Understood. Water plans have been submitted to SMFR for water distribution review/approval.
 2. Full NFPA 13 sprinkler system shall be installed throughout.
Response: Understood.
 3. Parking garage code analysis has been provided (sprinkler system not required).
Response: Thank you for your review.
 4. Separation may be required as not to exceed maximum allowable areas between Area A and Area B.
Response: Understood.
 5. Fire Riser and FACP to be located at the south east area of the building. Fully functional alarm annunciator and graphic map are required at Amenities location.
Response: Understood.
 6. Provide roads widths on Station Street in order to meet aerial apparatus requirement.
Response: See provided Fire Access Plan showing Station Street Road Widths.
 7. Provide documentation stating that RTD has agreed to Station Street being designated as a fire apparatus access road.
Response: See section 7 of the included 3rd Amend to the Agreement for Development, Operation, and Easements for Bradbury Transit Village
 8. Trash Chutes are being installed. No trash valet.
Response: Thank you for your review.
- Douglas County School District:
 - o Proof of cash-in-lieu payment to DCSD in the amount of \$84,468 will be required post-SIP approval, but prior to the City issuing any building permits for the development.
Response: Understood.
 - Southgate Water District:
 - o A revised referral letter from Southgate will be required to confirm they have completed their review of the civil plans and that they approve of the plans.
Response: Understood.
 - Cherry Creek Basin Water Quality Authority:
 - o Please provide confirmation the Authority has received and approved the GESC plans for the development.
Response: GESC Plans are currently under review with City Engineer. Design team will coordinate with City Engineer and CCBWQA on all approvals prior to SIP final approval.
 - Tri-County Health Department:
 - o Please provide confirmation that a dog waste management plan has been provided to TCHD for review



Response: Pet waste management letters from the property management company, Greystar, and the landscape architect, Consilium, have been sent to TCHD. Both letters sent to TCHD are also attached for reference.

- o TCHD encourages the applicant to consider providing a safe and direct connection to the transit stop. This could include designing the onsite pedestrian facilities to easily facilitate walking from the site to the nearby transit stop.

Response: Pedestrian access is being provided from the site to the adjacent transit stop utilizing the adjacent sidewalks/pedestrian access routes.

- o TCHD commends the applicant to incorporate bicycle parking for residents of the building and visitors.

Response: Thank you for your comment.

- o We strongly recommend that solid wastes associated with the kennels be regularly picked up, bagged, and disposed in a sanitary landfill. We recommend that the applicant provide a Waste Management Plan to TCHD that indicates how animal waste will be managed.

Response: As previously noted, waste Management letters have been provided to TCHD.

- Douglas County Addressing:

- o Each building will have a single street address with each residence having a unique unit number. Please consult with the fire dept to determine unit numbers. Once the unit numbers have been approved by the fire dept submit a site plan indicating the front entrance and the unit numbers. Please identify any additional structures or amenities requiring an address. Addresses will be recorded upon approval of this projects.

Response: Understood

- Douglas County Assessor's Office:

1. Heritage Hills 2 Amendment 3 plat has already been recorded per 2011064816. A unique amendment number must be chosen for this project as subdivision names cannot be duplicated. Please be sure that all references on the plat (title, dedication statement, etc.) are updated to reflect the new amendment.

Response: Plat has been updated to reference 4th Amendment.

2. There needs be clarification on the 0.127-acre parcel labeled as a "public sidewalk & drainage easement."

- a. The plat subtitle, stated acreage, and solid boundary line indicate this is supposed to be ROW. There is also an acceptance of ROW by the City of Lone Tree. However, the parcel is not labeled as ROW, nor is there a dedication statement/plat note dedicating ROW to Lone Tree.

- b. If this area is to be an easement only, then Lot 8-A2A should have the full acreage of 2.577 acres. No acreage should be subtracted for/allocated exclusively for the easement as easements are not parceled separately.

- c. If this area is supposed to be a separate parcel, but not a right of way, then it should be named and have stated acreage. We usually see a parcel like this labeled as a tract.

- d. If the City of Lone Tree intends to acquire this parcel via the plat (whether as a ROW or a tract), there must be a clearly listed dedication in the dedication statement or in a plat note and an acceptance by the City of Lone Tree. The parcel must also be clearly labeled on the exhibit.

Response: Plat revised to reflect this easement.



3. Lot 8-A2A appears to be missing dimensions for the boundary it shares with the 0.127-acre parcel (if this remains a separate parcel). Please add dimensions or references to related line/curve tables. All lot, tract, ROW, and subdivision boundaries must be fully dimensioned/annotated.

Response: Plat updated.

- Mile High Flood District:

- o This letter is in response to the request for our comments concerning the following project/development referral: MHFD staff reviewed this referral only as it relates to maintenance eligibility of storm drainage features, in this case: Cottonwood Creek.

- Any development or construction activities must meet all local, state, and federal requirements for development in the floodplain and will require a floodplain development permit and approval from the local floodplain administrator.

Response: Understood

- o The referenced project does not have any MEP eligible features and is not eligible for maintenance. The site is not adjacent to a major drainageway or mapped floodplain and does not include any proposed MHFD master plan improvements. We do not need to review future submittals.

Response: Understood. Thank you for your review.

- Xcel Energy:

- o Please be aware PSCo owns and operates existing natural gas and electric distribution facilities within the subject property. The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Response: Understood.

- o Additional easements will need to be acquired by separate document for new facilities (i.e., transformers) – be sure to contact the Designer and request that they connect with a Right-of-Way Agent.

Response: Understood.

- o As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

Response: Understood. Thank you for your review.

FULL PLAN SET

- General: Housekeeping

- o Plans must be stamped by the architect, landscape architect and engineer before final approval.

Response: Understood. Plans will be signed/sealed as appropriate with the final approval submittal.

- o Once the replat and condo map supplement are finalized, the SIP title will need to be updated to refer to the updated plat, condo units, and lots.

Response: Understood.



- General: Parking Calculations & Space Dimensions

- o Per the Heritage Hills Framework Plan, the minimum parking space dimensions for standard spaces are 8' 6" wide by 18' long, however, the minimum dimensions permitted in City Code are 9' wide by 18' long. The Framework Plan was created in 2004; you are strongly encouraged to adhere to the dimensions provided in City Code to minimize resident and customer complaints regarding parking space sizing.

Response: The parking space width on the top level, Level 3, has been updated to 9' wide. The existing garage was designed and built with an 8' 6" wide parking space layout, therefore the existing column spacing will not allow 9' 0" wide spaces on Level 2.

- o Minimum dimensions for ADA accessible parking spaces are as follows:
 - 96-inch width for standard space
 - 132-inch width for van space
 - 60-inch access aisle (this aisle can be shared between two accessible spaces).

Response: Noted. Accessible spaces are dimensioned on plans.

- o Dimensions (width and length) of parking spaces (accessible, van accessible, standard, and compact) and all access aisles must be provided on all parking layouts (surface lot and structured parking).

Response: Dimensions have been added.

- o City staff will support a parking variance request for this application. Although the Framework Plan permits a maximum 10% reduction in parking, City code permits a 20% reduction in parking for transit-oriented development.

- Note: Per Sec. 16-26-40, if you intend to pursue an administrative variance you must submit the variance application fee (\$500) to the City. Additionally, you have two options for obtaining proper landowner notification of the variance request: (1) provide a signed statement from the abutting landowners, or (2) the City will notice the abutting landowners via certified mail and charge the mailing fees to the development. Please advise as to how you wish to proceed.

Response: A parking variance of 20% will not be required as the 10% reduction allowed in the Framework Plan would require fewer parking spaces than are currently being proposed on site. See response above regarding parking space sizes within the parking structure.

- o Applying a 20% reduction in required parking spaces provides the following parking requirements:

- Required spaces for residential: 553
- Required spaces for retail: 12
- Required spaces for office: ~~2~~ 4
- Total Required = ~~567~~ 569
- Total after 20% Reduction = 454
- Required ADA (calculated prior to parking reduction) = 12 (10 standard, 2 van)
 - Note: 1 standard accessible and 1 van accessible space are required in the surface parking lot, the remaining accessible spaces must be accounted for in the parking structure.
- Total after reduction and ADA = 466

Response: With the 10% reduction per the Framework Plan, the total parking spaces (including ADA stalls) required is 513 spaces. Included within the 513 spaces are 12 (2% of 569) accessible stalls (10 standard and 2 van). The proposed site is providing 517 spaces (assessable stalls included). Further reduction from the Framework Development Plan is not required per the current site design.



- o The SIP must be updated to accurately reflect the above listed minimum parking requirements and parking space dimensions.

Response: Plans have been updated accordingly.

- General: Landscaping

- o Staff would like to set up a meeting with Consilium Design to review the landscape plan and additional planting options that may be available. Several areas of the plan need to be revisited, to include plantings in the snow storage areas on Park Meadows Dr., as well as overall biodiversity requirements. Please advise as to whom staff should contact to schedule this meeting.

Response: Meeting was held with City of Lone Tree Staff to discuss this comment. Items have been addressed per that meeting.

- Sheet 1

- o Please add the following to General Notes:

- The owner/developer is responsible for installing parking signs that (1) restrict the surface parking lot to accessible, customer and prospective tenant parking and loading/deliveries, and (2) prohibit residential visitor parking.

- All tenant, visitor and employee parking must be restricted to the parking structure.

Response: General Notes updated to reflect these conditions.

- The owner/developer is responsible for installing a restrictive access signs at the entrance to the surface parking lot to ensure no trucks longer than twenty-three feet enter the parking area.

- This signage must be coordinated with and approved by the City Engineer.



- Sample:

Response: Understood. Civil Construction Documents will reflect any necessary signage/stripping necessary to restrict surface parking per the SIP. Civil team will coordinate with City Engineer.

- o The fire access lane and the trash and retail delivery zone (SE corner of the building) must be identified on the site plan; these zones must be separate from one another.

Response: Site Plan has been updated to reflect these areas.

- Sheet 2

- o The Site Data Table must have all parking requirements/provisions updated, as discussed above.

Response: Site Data Table revised as necessary

- o The Site Data Table must include the following:

- Total square footage of:
 - Main Courtyard:



- Pool Courtyard
- Dog Park

Response: Site Data Table has been updated to reflect the requested area breakdown.

- Sheet 5

- o Please note snow storage calculation volumes for all shaded areas.

Response: Areas noted on plans.

- o Please provide additional details on what chemicals will be used to treat/clean the artificial turf in the dog park area, as well as additional details on how the drainage system is designed to ensure adequate water quality treatment of dog park runoff.

Response: A non-toxic biodegradable cleaner is to be used as needed to clean the artificial turf. There will be internal drains and channels below the turf surface, above and within the slab, that are run to the storm system.

- Sheet 6

- o Please note all proposed drainage easements must be reflected on the associated replat.

Response: 4th Amendment of the proposed Plat has been updated to include the required drainage easements as well as showing/labeling easements on the SIP.

- Sheet 8

- o Please provide a plant symbol chart to supplement the plant schedule.

Response: Symbols have been added to the plant schedule.

- Sheet 9

- o Please remove the formatting boxes in the center of the sheet, these are still showing.

Response: Formatting boxes have been removed.

We hope we have adequately addressed your comments. If you have any questions, or need further clarification concerning the resubmitted plans, please don't hesitate to give me a call at 303-353-3695.

Respectfully submitted,
MERRICK & COMPANY



Kristofer K. Wiest, PE
Project Manager



Friday, June 4, 2021

Roshana Floyd
Senior Planner
City of Lone Tree

Dear Roshana,

Pet Waste has been shown to be an unsightly nuisance, detrimental to landscape installations and an environmental pollutant. With this in mind we have developed a robust pet waste program and pet amenity package for Lincoln Station.

Our exterior landscaping is “Dog Friendly” in design. The plant selections are resilient and have been shown to tolerate dog urine. Areas of crusher fine were added to provide areas for dogs to defecate and dog waste stations are conveniently located throughout the area.

A dog park is designed as one of the community amenities. We are using K9 grass with an under-grass flushing system by Forever Lawn. A biodegradable cleaning solution is used to clean the installation. This system moves water and cleaning solution across the sloped floor beneath the K9 Grass to dilute and rinse urine to the drainage system. In addition, this dog park includes a dog watering station, dog waste stations and dog play structures.

The property will not allow dogs into the other internal courtyards, so these areas did not need a management plan.

Please reach out if any additional information or details are needed.

Sincerely,

Julie Hendricksen
Senior Landscape Architect, PLA, GRP



May 27, 2021

Greystar has put together a pet waste plan for Century's new community located in Lone Tree. This community has a target opening date of Q3 in 2023. Our plan is to implement community rules which will include guidelines for proper pet waste removal. Our rules are listed out in an executed lease contract which can result in fines and/or eviction if they are not followed.

One of our initiatives is to implement DNA testing at this community. Each animal of our community will be swabbed for DNA at the time of move in. This will ensure our ability to test any waste in or around the community and fine the owner for not picking up the waste. This will hold residents accountable and deter them from not picking up after their animals. We cannot guarantee this method is fail proof, especially if there are neighboring communities, but Greystar has seen a dramatic impact of cleaner communities for those that have implemented DNA testing.

We will also have pet waste collectors located around the site. All collectors will be conveniently located so residents are encouraged to pick up after their animals. Additionally, as a part of the monthly pet rent we charge, Greystar will supply pick up bags for residents to conveniently use. These collectors will have proper signage indicating the pet waste removal rule.

We will have a total of four maintenance team members. One of which will be a dedicated groundskeeper/porter. Duties will include daily grounds maintenance and upkeep. This person will empty all pet collectors daily and walk the grounds to pick up any pet waste for DNA testing. We acknowledge that animals will alleviate themselves when they go outside rather than waiting to get to the designated dog park. With that said, our groundskeeper/porter will power wash areas around the community that have been affected by pet waste especially around the entry doors to the community to maintain curb appeal. We have found pet-friendly cleaning supplies to enhance the cleaning process. The dog park will encourage residents to bring their animals there. This park will be built with the most suitable materials to enhance upkeep. Common materials we see are turf which will include an irrigation system or a gravel type of rock that can be easily sprayed down. The dog park will be maintained and cleaned daily.

Sincerely,

Caswyn Stiles | Manager, Client Services
Greystar | 5445 DTC Parkway | Penthouse 1 | Greenwood Village, CO 80111
o 303.386.8376 | caswyn.stiles@greystar.com | greystar.com

After recording, return to:
Gary A. Woods, Esq.
4725 S. Monaco St., Suite 205
Denver, CO 80237



2006073084 35 PGS

**THIRD AMENDMENT
TO AGREEMENT FOR DEVELOPMENT, OPERATION,
AND EASEMENTS FOR
BRADBURY TRANSIT VILLAGE**

THIS THIRD AMENDMENT TO AGREEMENT FOR DEVELOPMENT, OPERATION, AND EASEMENTS FOR BRADBURY TRANSIT VILLAGE (this "Third Amendment") is entered into as of the 14th day of April, 2005, between BRADBURY PROPERTIES, INC., a Colorado corporation ("Bradbury") and REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado ("RTD").

RECITALS

A. RTD is the fee owner of land located in Douglas County, Colorado, (the "RTD Parcel") that RTD acquired from Bradbury, which RTD Parcel is also known as Lot 3, Lot 6, and Tract B as depicted on the plat for Heritage Hills Filing No. 2 recorded with the Clerk and Recorder of Douglas County, Colorado (the "Plat").

B. Bradbury is the fee owner of the land adjoining the RTD Parcel on its northern, western, and southern boundaries also known as Lots 2, 4, 5, 7 and 8 as depicted on the Plat (the "Bradbury Parcel").

C. Bradbury and RTD are parties to that certain Agreement for Development, Operations, and Easements for Bradbury Transit Village recorded November 9, 2001 at Reception No. 01108142 in the Office of the Clerk and Recorder of Douglas County, Colorado (the "Development Agreement") by which RTD will construct, own, and operate a light rail station, inclusive of the train station platform, bus drop-off area, and a structured parking facility, all of which will serve the Bradbury Transit Village.

D. On December 20, 2002, RTD and Bradbury entered into the First Amendment to Agreement for Development, Operation, and Easements for Bradbury Transit Village (the "First Amendment").

E. On August 11, 2003, RTD and Bradbury entered into the Second Amendment to Agreement for Development, Operation, and Easements for Bradbury Transit Village (the "Second Amendment").

F. Bradbury and RTD desire to further amend the Development Agreement to provide, among other things, for the settlement of certain change order adds and deducts to the scope of work by SECC under Change Order No. 015 (also referred to as SECC Change Order No. 055), to clarify the alteration provision of the Development Agreement, to establish a foundation easement for RTD, to establish reciprocal easements for emergency and fire service, to set forth the location of parking spaces selected by Bradbury and to provide Bradbury with the right to relocate the west access road to the Parking Facility if terms and conditions set forth herein are met.

OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROLE R. MURRAY
CLERK & RECORDER
RECORDING FEE: \$176.00
35 PGS

2006073084
08/25/2006 09:37 AM

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals above are hereby incorporated herein and, by this reference, made a substantive part hereof.

2. Definitions.

(a) In General. All terms beginning with a capital letter and not amended or otherwise defined herein shall have the same meanings set forth in the Development Agreement or the Declaration (defined below), as applicable.

3. Alternative Access Road.

(a) Construction of the Alternative Access Road. Bradbury shall have the right, at its cost and expense, to relocate the routing of the west access road into the Parking Facility such that the exit from the Parking Facility is maintained but the intersection of that access road with Park Meadows Drive would be moved approximately 100' north as depicted in **Exhibit A** attached hereto and incorporated by reference ("Alternative Access Road"). Bradbury shall submit to RTD for its approval, which shall not be unreasonably withheld, copies of all plans, specifications and construction drawings relating to the Alternative Access Road. Bradbury shall ensure that construction of the Alternative Access Road does not interfere with RTD Permittees' use of the Parking Facility except as permitted by RTD. Bradbury may temporarily on an intermittent basis close the original RTD west access road to facilitate completion of that portion thereof that will be a part of the Alternative Access Road so long as the north access road to the Parking Facility remains available and the times of closure are reasonably acceptable to RTD. Bradbury shall stage any construction for the Alternative Access Road on the Bradbury Parcel. Bradbury shall submit any traffic control plans to RTD for approval, which approval shall not be unreasonably withheld. Bradbury shall ensure that construction of the Alternative Access Road does not interfere with the supply of necessary services, including utilities, to the Parking Facility. Bradbury agrees to be responsible for all costs associated with the relocation of the west access road, including, but not limited to, all construction costs of the Alternative Access Road, costs to accomplish the Exchange including any survey(s), title commitment(s) and closing costs, and any costs associated with the relocation of utilities underlying the original access road. RTD has no obligation to negotiate with SECC to recoup any savings associated with the modification of the original access road and, likewise, has no obligation to Bradbury to pass on any such savings. Without limiting the foregoing, nothing herein prohibits Bradbury from directly negotiating with SECC to offset SECC's cost to Bradbury to construct the Alternative Access Road by the cost savings, if any, relating to modification of the original access road. Bradbury shall ensure that the Alternative Access Road meets the same specifications as the design plans approved by RTD for the original access road, including, but not limited to, the same lighting standards, pavement specifications and other specified levels of finish, copies attached as **Exhibit B**. Landscaping shall meet the requirements of local governments with regulatory authority over the site.

(b) Construction of Temporary Road. Bradbury and RTD agree that no change order shall be submitted to SECC relating to the construction of the Alternative Access Road unless such change order (a) eliminates work related to the construction of the west access road and, therefore, creates a cost savings; (b) has no impact on SECC's construction schedule and, if the Alternative Access Road is constructed in lieu of completion of RTD's West Access Road, the Alternative Access Road will be completed on or before September 1, 2006 or such other date agreed upon between RTD and Bradbury according to a construction schedule pre-approved by RTD; and (c) does not require a re-design of the west access road by SECC. Notwithstanding the foregoing, RTD shall use its best efforts, without incurring additional expense from SECC or delay, to cause the original access road to be left in a temporary state (i.e. asphalt without curb and gutter work) and to delay the installation of traffic signalization at the location of the original access road until signalization is required by actual traffic flow into the Parking Facility. Bradbury shall, at its sole cost and expense, pay for any removal of the original West Access Road constructed by RTD.

(c) Indemnification of RTD. Bradbury indemnifies and holds harmless RTD from any claims, damages, loss, expenses or other liabilities incurred by RTD as a result of Bradbury's construction of the Alternative Access Road.

(d) Construction Easement. RTD shall grant to Bradbury a temporary construction easement over the original access road to make the modifications necessary to connect the Alternative Access Road into the Parking Facility and to complete any necessary road improvements to any portion of the original access road that falls within the boundaries of the Alternative Access Road in accordance with Article 4.8 of the Development Agreement.

(e) Exchange Agreement for Alternative Access Road. RTD and Bradbury agree to enter into an Exchange Agreement to accomplish the necessary land exchange(s) to accommodate the relocation of the west access road whereby RTD would be the fee title owner of the land from the back of the curb to the back of the opposite curb underlying the Alternative Access Road and Bradbury would be the fee title owner of the portion of land eliminated from the west access road as originally designed (the "Exchange"). The closing of the Exchange shall occur as soon as possible after recording of a revised plat but in no case more than five (5) days after recording of a revised plat.

4. Legal Description of Property.

(a) Within fifteen (15) days of completion of construction of the Alternative Access Road, Bradbury will apply to Douglas County to revise the Plat to adjust the boundaries of Lots 2, 3 and 4 to reflect the Exchange set forth in paragraph 3(e) above (the "Plat Revision"). RTD agrees to cooperate with Bradbury with regard to the Plat Revision and any other governmental approval(s) necessary to establish the Alternative Access Road and/or the Exchange.

(b) Effective immediately upon the recording of the special warranty deeds that finalize the Exchange, the legal description of Lot 3 of the RTD Parcel will be amended to include the Alternative Access Road (defined below) parcel and to delete the original access road parcel as shown on the Plat Revision.

(c) Effective immediately upon the recording of the special warranty deeds that finalize and close the Exchange, the legal description of Lots 2 and 4 of the Bradbury Parcel will be amended to include the original access road parcel and delete the Alternative Access Road parcel as shown on the Plat Revision.

(d) Effective immediately upon the recording of the special warranty deeds that finalize and close the Exchange, the definitions of "RTD Parcel" and "Adjoining Bradbury Property" set forth in Section 1.1 of the Development Agreement shall be amended to reflect the ownership of real estate set forth in paragraphs 4(b) and 4(c) above. In the event there is a failure to relocate the west access road, this section 4 and all provisions relating to the relocation of the west access road shall be null and void and shall terminate if the closing of the Exchange does not occur on or before December 31, 2006 or such other date as Bradbury and RTD agree upon in writing.

(e) Effective immediately upon the recording of the special warranty deeds that finalize and close the Exchange, all references to "Lots" or "Tracts" refer to Lots or Tracts as set forth on the to be approved plat incorporating the Plat Revision.

5. Change Order Adjustment. Bradbury and RTD agree to a "net zero cost" change order for the following adds and deducts to the scope of work by SECC under Change Order No. 015 (also known as SECC Change Order No. 055) referenced in Paragraph 2 of the Second Amendment and Paragraph 4(b) of the First Amendment:

(a) The installation of the fire sprinkler system throughout the Parking Facility;

(b) The deletion of water line stubouts, the deletion of the alternate sanitary sewer line in the two garage access roads (but not the sanitary sewer line in the west garage access road outfalling to the west), the change in labor and materials relating to the change of the water lines from DIP to PVC pipe and the portion of the cost associated with increasing the size of the water lines from 8" pipe to 12" pipe that pertains to the RTD Parcel and the Bradbury Parcel (but not that portion of the cost associated with increasing the size of the water line for Lot 1 which is owned by TCR MS Lincoln Station); and

(c) The light fixture change from street lights to pedestrian lights utilizing the fixture shown in **Exhibit C-1** attached hereto at the locations shown in the diagram which is **Exhibit C-2** attached hereto.

Bradbury and RTD each waive any claim to recover from the other for actual costs or time for the changes set forth in this paragraph 5.

6. Grant of Foundation Easement. Bradbury grants to RTD a foundation easement at no additional cost in the form set forth in **Exhibit D** attached hereto and incorporated by reference.

7. Grant of Reciprocal Emergency and Fire Access Easements. Bradbury and RTD each grant to the other reciprocal, perpetual non-exclusive easements for access, ingress and egress by emergency vehicles and personnel on, over and across any area outside building

footprints on their respective Parcels, including, but not limited to, plazas, platforms, private roads and drives so long as such access does not interfere with the utility and function of such Parcels, subject to any relocation rights described herein (the "Emergency Access Easements"). The location of the access roads or drives constituting the Emergency Access Easements may be changed from time to time at the sole discretion of the party burdened by the Emergency Access Easement, provided that: (i) at all times reasonable vehicular and pedestrian access shall be provided to the Parking Facility and any surface parking spaces within the Bradbury Transit Village; and (ii) such Emergency Access Easement at all times shall provide emergency access to all improvements which meets the requirements of all then applicable governmental statutes, ordinances and regulations. Bradbury and RTD shall each have the right to enhance and/or alter the improvements within the Emergency Access Easement to meet standards imposed on such party by South Metro Fire Rescue or any other governmental entity relating to emergency and/or fire access. Bradbury and RTD shall cooperate in granting specific easements to all applicable governmental agencies for emergency and/or fire access consistent with this paragraph 7.

8. Existing Easements. The easements set forth in the Declaration of Protective Covenants and Easements for Bradbury Transit Village recorded with the Clerk and Recorder for Douglas County, Colorado at Reception No. 1108133 (the "Declaration") remain in full force and effect. The easements set forth in paragraphs 6 and 7 above are in addition to and supplement any prior easements granted between RTD and Bradbury. To the extent there is any conflict between the easement rights set forth in this Amendment and the easement rights set forth in the Development Agreement, as previously amended, the terms of this Amendment shall control. Furthermore, unless specifically modified herein, all easements between Bradbury and RTD set forth in the Development Agreement, as amended, remain in full force and effect.

9. Minor Encroachment Allowed. Bradbury and RTD agree to cooperate to allow minor encroachments onto the other's Parcel to further the final design of the Parking Facility and/or Bradbury Transit Village, as long as such encroachments do not negatively affect the operations of the Parking Facility, the Bradbury Transit Village or RTD mass transit operations.

10. Location of Bradbury Parking Spaces. The fifth and sixth sentences of paragraph 4(a) of the First Amendment are deleted and replaced as follows:

RTD and Bradbury agree that the entire below grade tier and the ramp from the below grade tier to the at grade tier within the Parking Facility and all parking spaces stripped therein (the "Bradbury Condominium Unit"), which is approximately 300 parking spaces, shall be dedicated to Bradbury and will be exclusively for the use of Bradbury Permittees. The location of the Bradbury Condominium Unit is highlighted in **Exhibit E** attached to the Third Amendment. The Bradbury Condominium Unit shall be conveyed to Bradbury by special warranty deed from RTD upon the later of the issuance of a certificate of occupancy for the Parking Facility or recordation of the Condominium Declaration. RTD shall grant to Bradbury all necessary easements appurtenant to the Bradbury Condominium Unit including, without limitation, easements for pedestrian and vehicular access and an easement for a parking access gate, directional signage, and booth and utility easements. Bradbury may, at its option and sole cost and expense, install parking booths, toll gates, card readers, and signage serving its exclusive parking spaces and demarcating them from the other parking spaces in the Parking Facility.

11. Paragraph 4.2 of the Development Agreement is deleted and replaced with the following:

4.2 Bradbury Option. Bradbury shall have an option to purchase from RTD the western bay on one of the upper tiers of the Parking Facility and all parking spaces stripped therein, which is approximately 100 parking spaces, is highlighted in **Exhibit F** attached to the Third Amendment to this Development Agreement (the "Optional Bradbury Unit"). If Bradbury exercises its option, RTD shall convey the Optional Bradbury Unit to Bradbury by special warranty deed, provided, however, that this purchase shall not occur unless Bradbury has constructed and/or made available to RTD a covered parking structure on the Bradbury Parcel or the Adjoining Bradbury Property within 1,500 feet of the Light Rail Station and has granted a parking easement to RTD, with terms reasonably acceptable to RTD, for such equivalent number of spaces in such facility to be used for RTD's transit purposes. Bradbury may, at its option and sole cost and expense, install parking booths, toll gates, card readers and signage serving its exclusive parking spaces and demarcating them from the other parking spaces in the (original) Parking Facility. Any replacement parking must be in a structure of similar quality, construction, and amenities, including light, accessibility, and security, as the Parking Facility, or RTD shall not be required to accept such replacement parking. If replacement parking is provided in a replacement facility built by Bradbury, Bradbury or its district agrees to manage any replacement facilities in a substantially similar fashion as the Parking Facility and to continue to provide for their own facilities at their own cost all lighting, accessibility, security, maintenance, and other amenities and to keep such facilities in good repair. If either Bradbury or RTD fails to fulfill its obligations hereunder, the "Non-Defaulting Party" (hereafter defined) shall have the right of specific performance of the obligations of the "Defaulting Party" (hereafter defined) who has failed to fulfill its obligations hereunder.

12. **Modification of the Parking Facility.** Bradbury or its assignee shall have the right, with reasonable approval of RTD, to modify and/or alter the Parking Facility to develop a connectivity between the Parking Facility and the Bradbury Transit Village, including specifically, without limitation, the right to connect from each parking level to an elevator/stairway connected to the wrap building located on the southwest corner of the Parking Facility and to connect the Bradbury parking spaces on the below-grade level to an underground garage to be located under the Phase I office building. Bradbury shall submit to RTD for its approval, which shall not be unreasonably withheld, copies of all plans, specifications and construction drawings relating to the proposed modification and/or alteration. Bradbury shall pay all costs associated with its modification and/or alteration of the Parking Facility. Bradbury shall ensure that any modification of the Parking Facility by Bradbury does not interfere with RTD Permittees' use of the Parking Facility during Peak Transit Hours (as defined in Article 1.19 of the Development Agreement) after opening of the TREX line. RTD must approve closure of any portion of the Parking Facility in connection with Bradbury's modification of the Parking Facility, which approval shall not be unreasonably withheld. No modification by Bradbury shall impair the structural integrity of the Parking Facility. Any construction authorized and/or performed by Bradbury must be completed so that no structural support of the Parking Facility is impacted, modified and/or damaged by construction. Bradbury shall stage any construction for the modification of the Parking Facility on the Bradbury Parcel. Bradbury shall submit any

traffic control plans to RTD for approval, which approval shall not be unreasonably withheld. Bradbury shall ensure that construction of any modification of the Parking Facility does not interfere with the supply of necessary services, including utilities, to the Parking Facility. Prior to commencing construction of any modification of the Parking Facility, Bradbury shall have the right to inspect the Parking Facility for defects in the original construction. Bradbury must notify RTD of any defects discovered through such inspection within 30 days of the inspection and RTD and/or its contractors shall be responsible for any repair or reconstruction of the Parking Facility to cure such defect. If Bradbury does not notify RTD of any defects within 30 days of the inspection and in the event of any loss or damage to the Parking Facility as a result of modification of the Parking Facility by Bradbury, Bradbury and/or its contractors waive the defense of latent or patent defect in the construction of the Parking Facility against RTD in the event any claim is brought by RTD for repair or replacement if damage was observed for the first time during modification of the Parking Facility. Nothing herein shall be construed to prevent any third party claim by Bradbury and/or its contractors against entities other than RTD, its officers, directors and employees. This Paragraph 12 shall in no way limit Bradbury's right to otherwise require modification and upgrades of the RTD Improvements as set forth in Paragraph 2.6 of the Development Agreement which remains in full force and effect.

13. Southeast Stair Tower. Bradbury and RTD agree that construction of the vertical transportation system in the southeast corner of the parking garage shall proceed as designed. If it is unanimously determined by the owners of the Parking Facility that the stairway is under-designed or otherwise unable to handle the average pedestrian traffic flow to and from the pedestrian overpass, the Parking Facility and the adjacent Bradbury Transit Village, RTD shall, at its sole expense, modify the existing stairway and/or construct an additional exterior stairway so as to satisfy this additional traffic flow. Any replacement shall meet all code and other requirements imposed by any governmental entity with jurisdiction over the replacement. Bradbury and/or its Permittees shall not be obligated to contribute, directly or indirectly, to the cost to re-design and reconstruct the southeast stair tower.

14. Temporary Access Road. Without incurring additional cost from SECC and/or delay, RTD shall request SECC to construct the temporary access road along the west side of the Parking Facility to be constructed in the future roadway on Lot 2, as highlighted in **Exhibit G** attached hereto and incorporated herein, with the appropriate width and road bed materials and meeting such other specifications such that future development of the permanent roadway by Bradbury will not require the temporary roadway to be removed and reconstructed.

15. Full Force and Effect. Except as amended herein, the Development Agreement, as amended, and the Declaration remain in full force and effect. The RTD Parcel and the Bradbury Parcel remain subject to the Development Agreement, the First Amendment, the Second Amendment and the Declaration. In any conflict between the terms and provisions of this Third Amendment and those of the Development Agreement, the First Amendment, the Second Amendment, and the Declaration the terms and conditions of this Third Amendment shall prevail.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed and delivered as of the date first set forth above.

BRADBURY:

BRADBURY PROPERTIES, INC., a Colorado corporation

By: *Thomas H. Bradbury, Jr.*
Thomas H. Bradbury, Jr., President

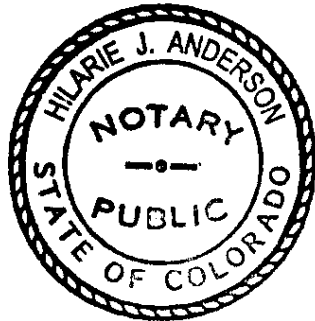
STATE OF COLORADO)
) ss.
CITY AND)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of April, 2005, by Thomas H. Bradbury, Jr., as President of BRADBURY PROPERTIES, INC., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 06/08/05.

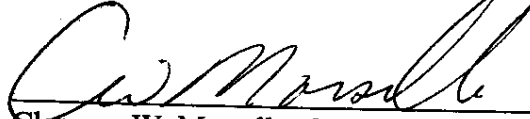
Hilarie J. Anderson
Notary Public



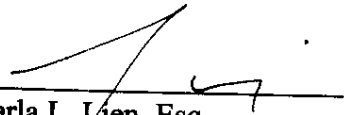
RTD:

**REGIONAL TRANSPORTATION DISTRICT,
a political subdivision of the State of Colorado**

By:


Clarence W. Marsella, General Manager

Approved as to legal form:


Marla L. Lien, Esq.
Associate General Counsel

STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14 day of April, 2005, by Clarence W. Marsella as General Manager of REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: ~~My Commission Expires~~ 07/31/2005



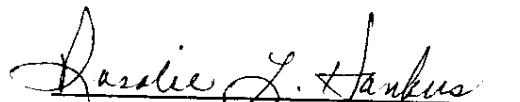

Notary Public

EXHIBIT A

-  ALTERNATIVE ACCESS
-  ORIGINAL ACCESS

RTD PARKING STRUCTURE

PARK MEADOWS DRIVE

INTERSTATE 25



**LINCOLN STATION
EXHIBIT A**

Sheet
1

SCALE: 1"=100'
DATE: 04.01.2006

EXHIBIT B

KEYED NOTES

- 1. UNPAVED AREAS: TICKET FENCE
- 2. CONC. SIDEWALK-4"
- 3. CONC. SIDEWALK-4"
- 4. CONC. SIDEWALK-4"
- 5. CONC. SIDEWALK-4"
- 6. CONC. SIDEWALK-4"
- 7. CONC. SIDEWALK-4"
- 8. CONC. SIDEWALK-4"
- 9. CONC. SIDEWALK-4"
- 10. CONC. SIDEWALK-4"
- 11. CONC. SIDEWALK-4"
- 12. CONC. SIDEWALK-4"
- 13. CONC. SIDEWALK-4"
- 14. CONC. SIDEWALK-4"
- 15. CONC. SIDEWALK-4"
- 16. CONC. SIDEWALK-4"
- 17. CONC. SIDEWALK-4"
- 18. CONC. SIDEWALK-4"
- 19. CONC. SIDEWALK-4"
- 20. CONC. SIDEWALK-4"
- 21. CONC. SIDEWALK-4"
- 22. CONC. SIDEWALK-4"
- 23. CONC. SIDEWALK-4"
- 24. CONC. SIDEWALK-4"
- 25. CONC. SIDEWALK-4"
- 26. CONC. SIDEWALK-4"
- 27. CONC. SIDEWALK-4"
- 28. CONC. SIDEWALK-4"
- 29. CONC. SIDEWALK-4"
- 30. CONC. SIDEWALK-4"
- 31. CONC. SIDEWALK-4"
- 32. CONC. SIDEWALK-4"
- 33. CONC. SIDEWALK-4"
- 34. CONC. SIDEWALK-4"
- 35. CONC. SIDEWALK-4"
- 36. CONC. SIDEWALK-4"
- 37. CONC. SIDEWALK-4"
- 38. CONC. SIDEWALK-4"
- 39. CONC. SIDEWALK-4"
- 40. CONC. SIDEWALK-4"
- 41. CONC. SIDEWALK-4"
- 42. CONC. SIDEWALK-4"
- 43. CONC. SIDEWALK-4"
- 44. CONC. SIDEWALK-4"
- 45. CONC. SIDEWALK-4"
- 46. CONC. SIDEWALK-4"
- 47. CONC. SIDEWALK-4"
- 48. CONC. SIDEWALK-4"
- 49. CONC. SIDEWALK-4"
- 50. CONC. SIDEWALK-4"
- 51. CONC. SIDEWALK-4"
- 52. CONC. SIDEWALK-4"
- 53. CONC. SIDEWALK-4"
- 54. CONC. SIDEWALK-4"
- 55. CONC. SIDEWALK-4"
- 56. CONC. SIDEWALK-4"
- 57. CONC. SIDEWALK-4"
- 58. CONC. SIDEWALK-4"
- 59. CONC. SIDEWALK-4"
- 60. CONC. SIDEWALK-4"
- 61. CONC. SIDEWALK-4"
- 62. CONC. SIDEWALK-4"
- 63. CONC. SIDEWALK-4"
- 64. CONC. SIDEWALK-4"
- 65. CONC. SIDEWALK-4"
- 66. CONC. SIDEWALK-4"
- 67. CONC. SIDEWALK-4"
- 68. CONC. SIDEWALK-4"
- 69. CONC. SIDEWALK-4"
- 70. CONC. SIDEWALK-4"
- 71. CONC. SIDEWALK-4"
- 72. CONC. SIDEWALK-4"
- 73. CONC. SIDEWALK-4"
- 74. CONC. SIDEWALK-4"
- 75. CONC. SIDEWALK-4"
- 76. CONC. SIDEWALK-4"
- 77. CONC. SIDEWALK-4"
- 78. CONC. SIDEWALK-4"
- 79. CONC. SIDEWALK-4"
- 80. CONC. SIDEWALK-4"
- 81. CONC. SIDEWALK-4"
- 82. CONC. SIDEWALK-4"
- 83. CONC. SIDEWALK-4"
- 84. CONC. SIDEWALK-4"
- 85. CONC. SIDEWALK-4"
- 86. CONC. SIDEWALK-4"
- 87. CONC. SIDEWALK-4"
- 88. CONC. SIDEWALK-4"
- 89. CONC. SIDEWALK-4"
- 90. CONC. SIDEWALK-4"
- 91. CONC. SIDEWALK-4"
- 92. CONC. SIDEWALK-4"
- 93. CONC. SIDEWALK-4"
- 94. CONC. SIDEWALK-4"
- 95. CONC. SIDEWALK-4"
- 96. CONC. SIDEWALK-4"
- 97. CONC. SIDEWALK-4"
- 98. CONC. SIDEWALK-4"
- 99. CONC. SIDEWALK-4"
- 100. CONC. SIDEWALK-4"

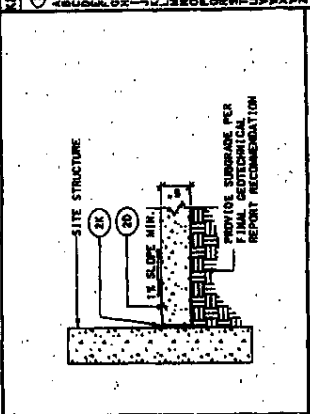
Released For Construction

20092

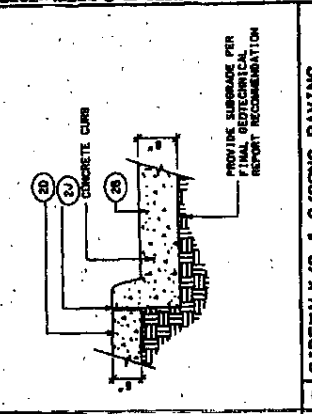
10/10/09

PROFESSIONAL ENGINEER

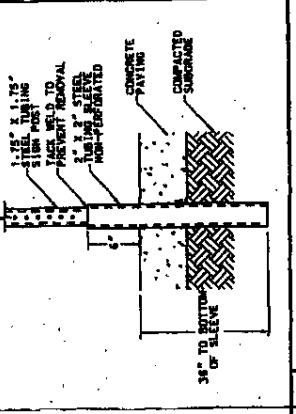
STATE OF NEW YORK



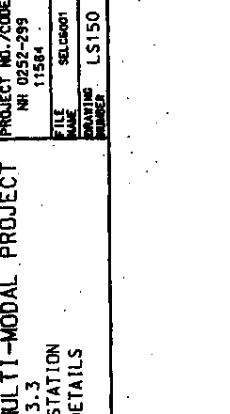
7 CONCRETE SIDEWALK
NOT TO SCALE



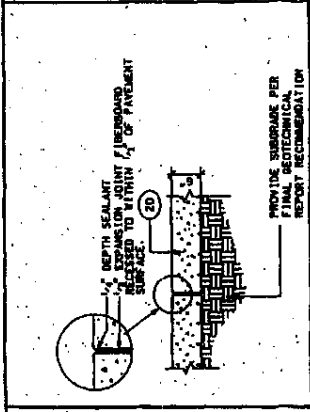
8 CONTROL JOINT
NOT TO SCALE



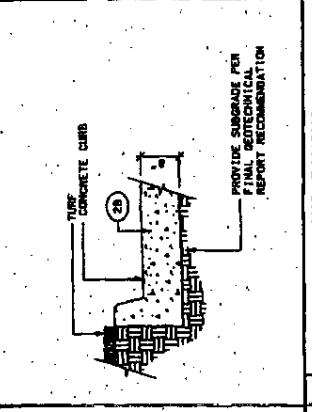
9 SEALED EXPANSION JOINT
NOT TO SCALE



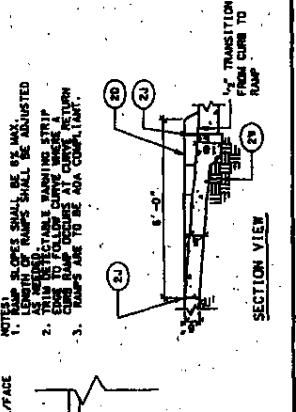
10 SEALED EXPANSION JOINT & STRUCTURE
NOT TO SCALE



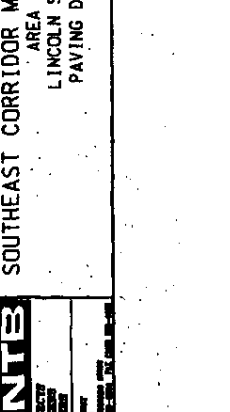
11 TURF & G/CONC PAVING
NOT TO SCALE



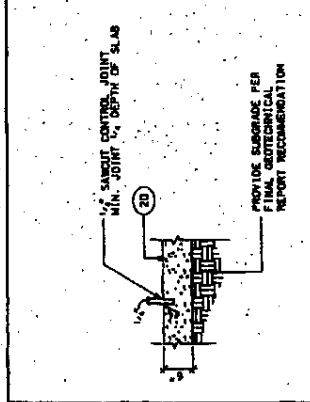
12 SIDEWALK & G/CONC PAVING
NOT TO SCALE



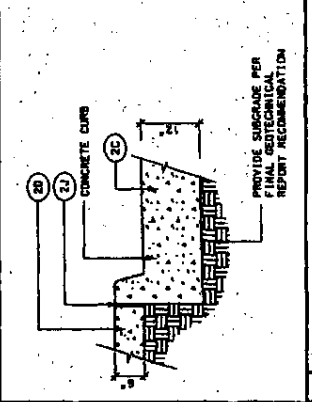
13 CONCRETE CURB & GUTTER
NOT TO SCALE



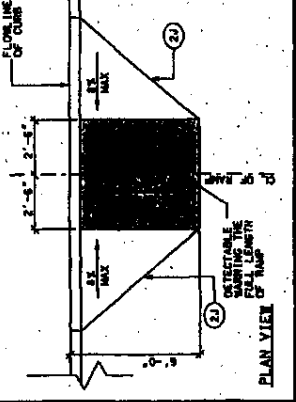
14 CONCRETE CURB RAMP
NOT TO SCALE



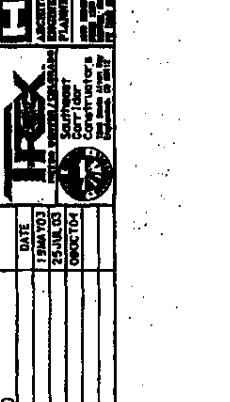
15 TURF & G/CONC PAVING
NOT TO SCALE



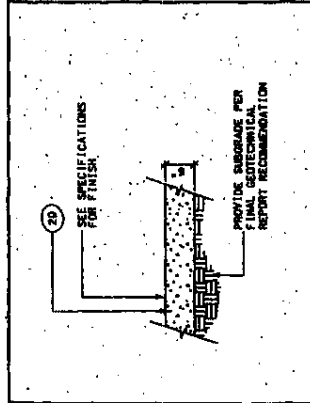
16 SIDEWALK & G/CONC PAVING
NOT TO SCALE



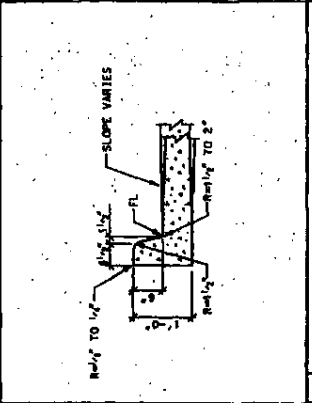
17 CONCRETE CURB RAMP
NOT TO SCALE



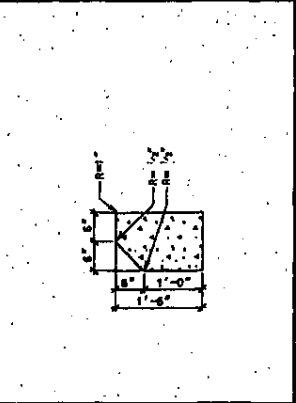
18 SIGN POST MOUNT DETAIL
NOT TO SCALE



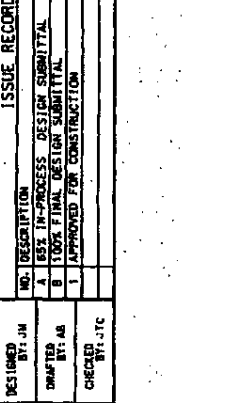
19 CONCRETE CURB & GUTTER
NOT TO SCALE



20 CONCRETE CURB RAMP
NOT TO SCALE



21 CONCRETE CURB & GUTTER
NOT TO SCALE



22 CONCRETE CURB RAMP
NOT TO SCALE

1 CONCRETE MOUNTABLE CURB
NOT TO SCALE

2 CONCRETE CURB RAMP
NOT TO SCALE

3 CONCRETE CURB & GUTTER
NOT TO SCALE

4 SIDEWALK & G/CONC PAVING
NOT TO SCALE

5 TURF & G/CONC PAVING
NOT TO SCALE

6 SIDEWALK & G/CONC PAVING
NOT TO SCALE

10 SEALED EXPANSION JOINT & STRUCTURE
NOT TO SCALE

11 SEALED EXPANSION JOINT
NOT TO SCALE

18 SIGN POST MOUNT DETAIL
NOT TO SCALE

19 CONCRETE CURB & GUTTER
NOT TO SCALE

20 CONCRETE CURB RAMP
NOT TO SCALE

21 CONCRETE CURB & GUTTER
NOT TO SCALE

22 CONCRETE CURB RAMP
NOT TO SCALE

PROJECT NO./CODE: NH 0252-299
11564
FILE: SEL5001
NAME: [REDACTED]
DRAWING NUMBER: LS150

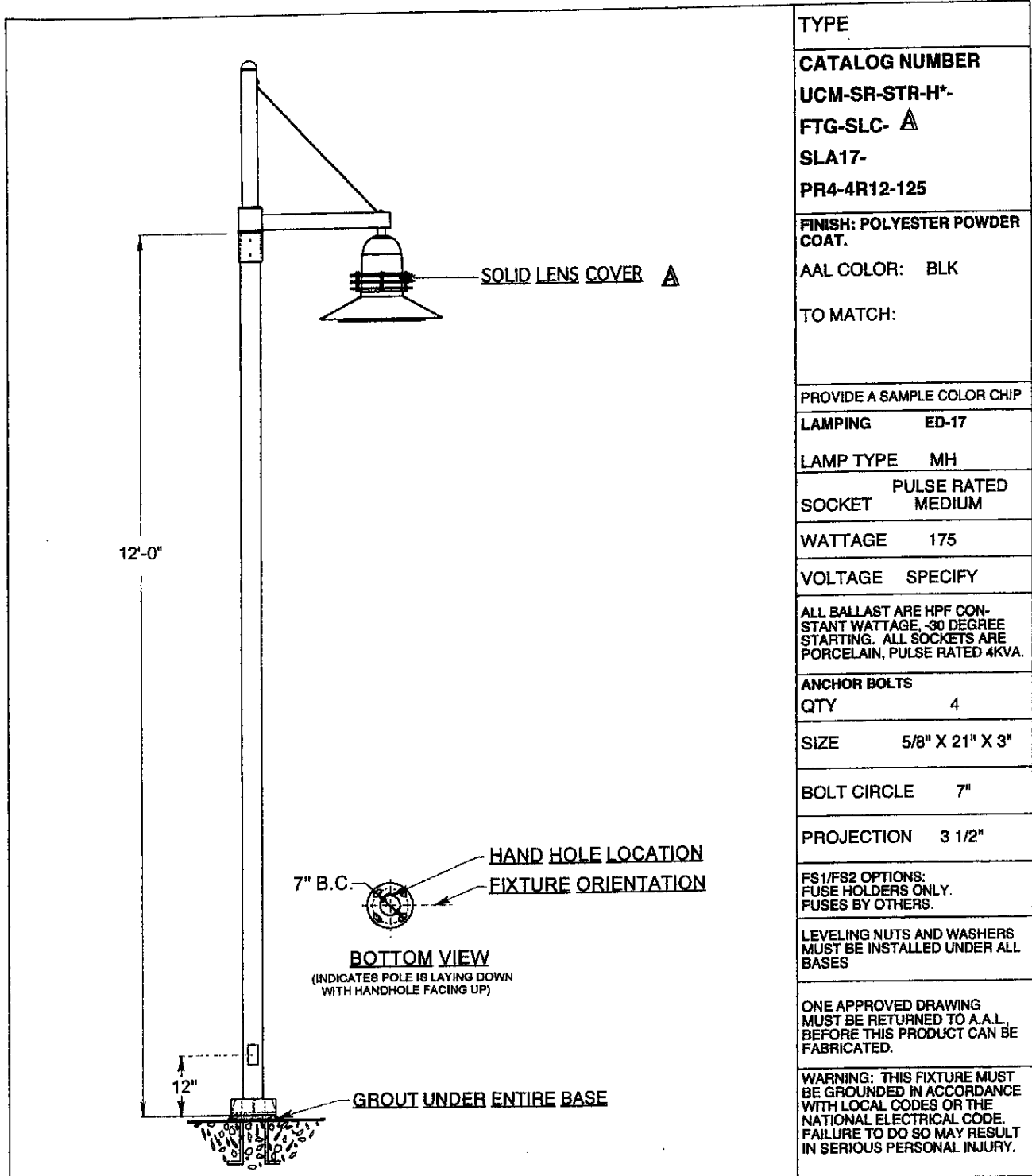
SOUTHEAST CORRIDOR MULTI-MODAL PROJECT
AREA 3-3
LINCOLN STATION
PAVING DETAILS

DATE: 15-MAR-03
DESIGNER: [REDACTED]
CHECKED: [REDACTED]

ISSUE RECORD

NO.	DESCRIPTION	DATE
A	85% IN-PROCESS DESIGN SUBMITTAL	15-MAR-03
B	100% FINAL DESIGN SUBMITTAL	25-MAR-03
1	APPROVED FOR CONSTRUCTION	

EXHIBIT C-1



TYPE	
CATALOG NUMBER UCM-SR-STR-H*- FTG-SLC- Δ SLA17- PR4-4R12-125	
FINISH: POLYESTER POWDER COAT. AAL COLOR: BLK TO MATCH:	
PROVIDE A SAMPLE COLOR CHIP	
LAMPING	ED-17
LAMP TYPE	MH
SOCKET	PULSE RATED MEDIUM
WATTAGE	175
VOLTAGE	SPECIFY
ALL BALLAST ARE HPF CONSTANT WATTAGE, -30 DEGREE STARTING. ALL SOCKETS ARE PORCELAIN, PULSE RATED 4KVA.	
ANCHOR BOLTS	
QTY	4
SIZE	5/8" X 21" X 3"
BOLT CIRCLE	7"
PROJECTION	3 1/2"
FS1/FS2 OPTIONS: FUSE HOLDERS ONLY. FUSES BY OTHERS.	
LEVELING NUTS AND WASHERS MUST BE INSTALLED UNDER ALL BASES	
ONE APPROVED DRAWING MUST BE RETURNED TO A.A.L., BEFORE THIS PRODUCT CAN BE FABRICATED.	
WARNING: THIS FIXTURE MUST BE GROUNDED IN ACCORDANCE WITH LOCAL CODES OR THE NATIONAL ELECTRICAL CODE. FAILURE TO DO SO MAY RESULT IN SERIOUS PERSONAL INJURY.	

SOLD TO _____ PO# _____ JOB NAME **LINCON STATION**

A A L	R R I	CH E G	ITECTURAL EA HTING	14249 Artesia Blvd. P.O. Box 1869 La Mirada CA. 90638-1869 (714)994-2700 fax(714)994-0522	DATE	DRWN
				Architectural Area Lighting Inc. Reserves The Right To Change Manufacturing Processes Without Notice.	08-06-04	A.F.M.
					DATE	APPRVD
					DATE	REV.
				08-07-04	Δ	

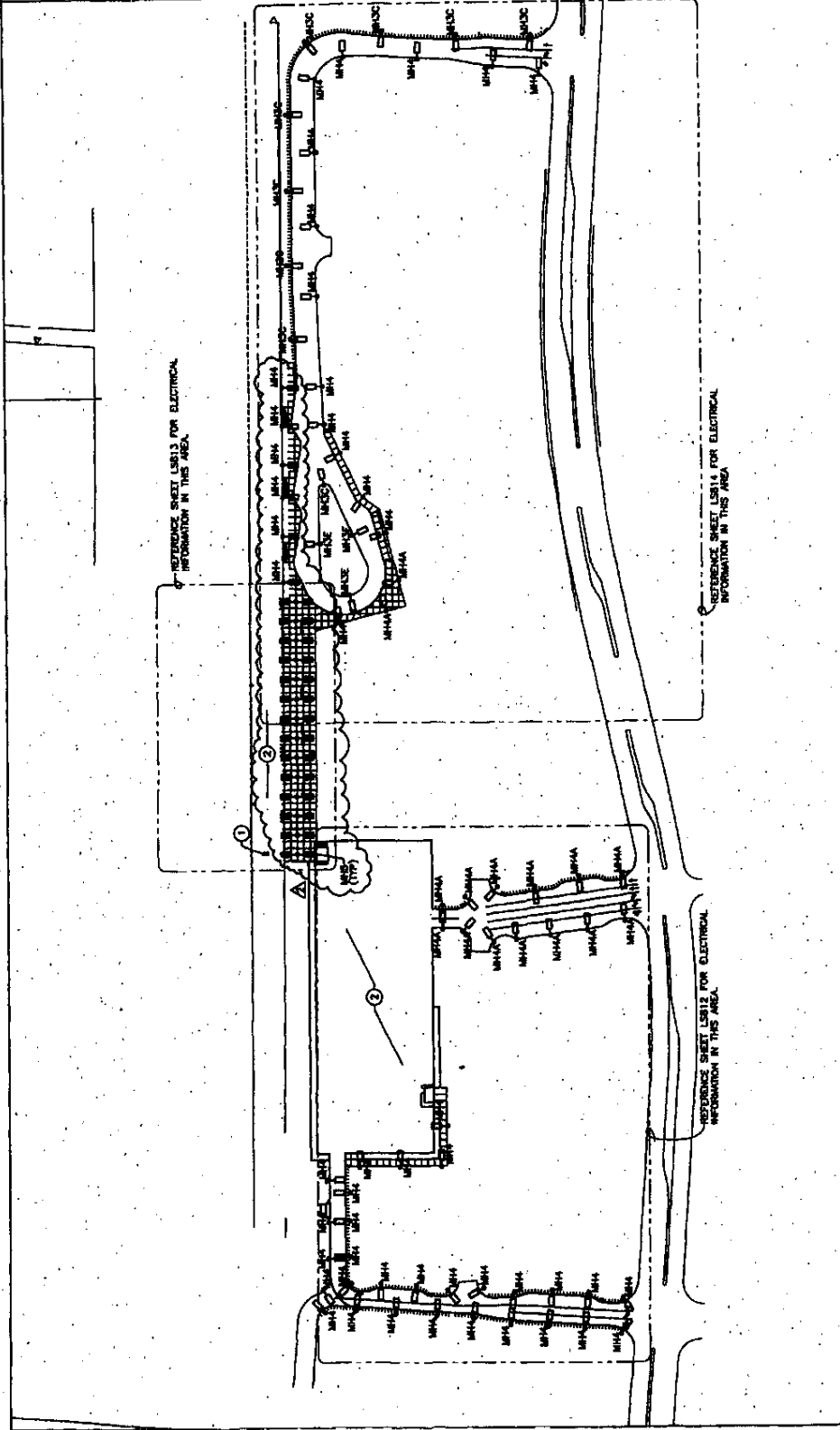
EXHIBIT C-2

GENERAL NOTES:

1. ALL CONDUIT UNDER TRACK SHALL BE CONCRETE ENCASED AND BE INSTALLED AT 30" BPC.
2. COMMUNICATION DAILY WORK SHEETS SHALL BE SUBMITTED TO THE PROJECT MANAGER FOR APPROVAL AND TO THE SYSTEMS ENGINEER FOR FINAL LOCATIONS AND ADDITIONAL REQUIREMENTS.
3. CONDUIT RAYS AND ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE ROUTING AND BONDING AND THE BONDING SYSTEM DOES NOT NECESSARILY DEPART ALL BONDING NECESSARY AND ALL BONDING WIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE BONDING SYSTEM. MORE THAN TWO JOINTS OF BONDING SHALL OCCUR BETWEEN BONDING POINTS. ALL NECESSARY PULLING POINTS SHALL BE PROVIDED AS NECESSARY TO FULFILL THIS REQUIREMENT.

KEY NOTES:

1. ELECTRICAL EQUIPMENT SHALL BE AS SHOWN ON SHEET ELEC-1012 FOR INFORMATION.
2. REFERENCE LINCOLN GARAGE/PLATFORM PACKAGE FOR WORK IN GARAGE AND PLATFORM.



1 ELECTRICAL SITE PLAN
 1"=80'-0"

NO.	DESCRIPTION	DATE	ISSUE RECORD
A	AREA IN-PROCESS DESIGN SUBMITTAL	11/15/84	
B	FINAL DESIGN SUBMITTAL		
C	APPROVED FOR CONSTRUCTION		
2	MAR 1979		

DESIGNED BY: [Blank]
 DRAWN BY: [Blank]
 CHECKED BY: [Blank]
 DATE: [Blank]
 TIME: [Blank]
 FILE: [Blank]
 PATH: D:\1064-rtd\LINCOLN_REDESIGN\ELEC\1012.dwg

PROJECT NO./CODE
 NY 0052-299
 11584
 FILE NO. 1012Z01
 DRAWING NUMBER LS811

SOUTHEAST CORRIDOR MULTI-MODAL PROJECT
 AREA 3.3
 LINCOLN STATION - SITE
 ELECTRICAL SITE PLAN - OVERALL



EXHIBIT D

EASEMENT FOR SUBSURFACE CONSTRUCTION ELEMENTS

Grantor, Lincoln Station, LLC ("Grantor") and Regional Transportation District, ("Grantee") hereby enter into this Easement for Subsurface Construction Elements (the "Encroachment Easement") this 1st day of April, 2005 as set forth herein.

RECITALS

- A. Grantee is constructing a multi-level parking facility located within Lot 3 of the Heritage Hills Planned Development (the "Parking Facility"). All lots referred to herein shall refer to lots within the Heritage Hills Filing No. 2.
- B. Sections 3.2.3 and 3.2.4 of the Declaration of Protective Covenants and Easements (the Declaration) for Bradbury Transit Village grant adjacent property owners certain easements for subsurface construction elements that cross property boundary lines. Grantee's construction of the Parking Facility Parking Facility requires that the grade wall and portions of the caisson piers and pier-caps (the "Subsurface Construction Elements") encroach onto Grantor's property. The parties wish to memorialize easements for subsurface construction elements pursuant to those provisions, and to provide for review and of plans and specifications pursuant to those sections.
- C. Grantor is developing the property adjacent to the Parking Facility and currently intends to construct a building that will wrap the Parking Facility along portions of the south and west boundaries of the Parking Facility (the "Wrap Building"). Grantor may install caissons for the Wrap Building in between the encroaching caissons of the Parking Facility.
- D. Grantor and Grantee agree that the outer walls of the Parking Facility shall be on or within the property lines of Lot 3 adjacent to Lots 2 and 4. However, Grantee informs Grantor that the grade wall will ultimately extend one and one-half inches (1 1/2") beyond the property line of Lot 3 onto Grantor's property as a continuous encroachment and the caisson piers and pier-caps will ultimately extend beyond the property line of Lot 3 onto Grantor's property on a subterranean level on thirty (30) foot centers at a range of seven tenths of an inch (0.7") to approximately five feet (the "Intended Encroachments").
- E. Grantee, therefore, requires this Encroachment Easement from Grantor to locate the Subsurface Construction Elements within Grantor's property and to provide for review of plans and specifications for the Parking

Facility Construction and adjacent property construction to ensure the integrity of the subsurface construction elements are not compromised by later construction on the adjacent property. .

NOW THEREFORE, Grantor, for ten dollars and other good and valuable consideration hereby grants to Grantee, its heirs, successors and assigns a perpetual, non-exclusive easement to locate the Subsurface Construction Elements within the areas shown on **Exhibits A, B, and C** attached and designated as easement Nos. PE 485A, 485B and 485C, depicted on **Exhibit D** (the "Initial Easement Area").

1. Amendment of Legal Description To Reflect "As-Built" Condition.

Grantee shall build the Parking Facility in accordance with the construction drawings reflecting the Intended Encroachments and shall maintain the location of the outer walls of the Parking Facility within the property lines of Lot 3, subject to the allowances of section 3.2.3 of the Declaration.. Within thirty (30) days of completion of construction of the foundation of the Parking Facility, Grantee shall provide Grantor with an "as built" survey of parts of the Parking Facility subject to the Encroachment Easement showing specifically the encroachment of the Subsurface Construction Elements onto Grantor's property which shall confirm that construction is in accordance with the construction drawings. Thereafter, the legal description of the Initial Easement Area as set forth in Exhibits A, B, C and D hereto shall be amended to reflect the actual encroachment area of the Subsurface Construction Elements as set forth in the "as-built" survey. Accordingly, the legal description of this Encroachment Easement will be amended to reflect the "saw-tooth" character of the actual encroachment which shall replace the blanket easement area reflected in the attached Exhibits.

To ensure that Grantor's construction on the adjacent property does not compromise the easement area, or the subsurface construction elements located therein, Grantor shall submit all constructions plans, drawings and specifications for the subsurface construction elements on the adjacent property that will be construction within 15 feet of Grantee's easement. The parties will agree on appropriate design and construction methodology, which agreement shall not be unreasonably withheld, of the adjacent construction, prior to any subsurface work by Grantor.

2. Sidewalk Easement. The legal description of Exhibit C hereto includes an easement for construction of a sidewalk from the west stairwell of the Parking Facility along a portion of the west and north edges of the Parking Facility. Grantor shall have the right to relocate the sidewalk within the easement and amend the easement as necessary to accommodate development of Grantor's property provided that the relocated sidewalk meets the minimum exiting requirements of any local government with jurisdiction over the facility of the west stairwell of the Parking Facility and acts as a drive lane or sidewalk adjacent to a public or private roadway.

3. Appurtenant Right. This Encroachment Easement runs with the land and is appurtenant to Grantee's use and occupancy of the Parking Facility.

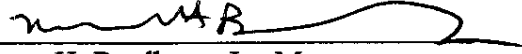
4. Grantor's Use of Easement Area. Grantor retains all rights of use and occupancy of the Initial Easement Area, now and as such shall be amended herein, except as specifically necessary to satisfy Grantee's use set forth herein. Grantor shall not make use of the surface in any manner inconsistent with Grantee's use under this Encroachment Easement, provided, however, Grantor's construction of a Wrap Building immediately adjacent to the Parking Facility shall not be deemed inconsistent with Grantee's easement rights hereunder.

5. Inspection and Maintenance of Subsurface Construction Elements. Grantee must obtain approval from Grantor to access the Easement Area across adjacent lands of Grantor to inspect or maintain the Subsurface Construction Elements, which approval shall not be unreasonably withheld. Any such inspection and/or maintenance shall not be through or interfere with or disturb Grantor's use of its adjacent lands, including, without limitation, the Wrap Building that Grantor intends to construct immediately adjacent to the Parking Facility.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

GRANTOR:

LINCOLN STATION, LLC

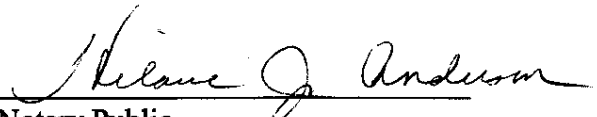
By: 
Thomas H. Bradbury, Jr., Manager

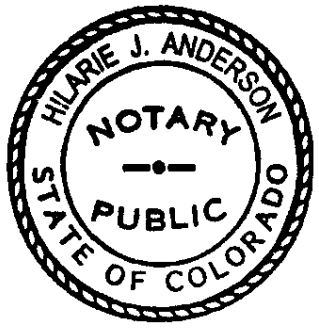
STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of April, 2005, by Thomas H. Bradbury, Jr., as Manager of Lincoln Station, LLC, a Colorado limited liability company.

Witness my hand and official seal.

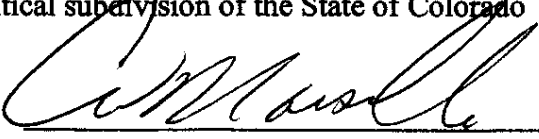
My commission expires: 06/08/05.


Notary Public




RTD:

REGIONAL TRANSPORTATION DISTRICT,
a political subdivision of the State of Colorado

By: 
Clarence W. Marsella, General Manager

Approved as to legal form:


Marla L. Lien, Esq.
Associate General Counsel

STATE OF COLORADO)
 CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14 day of April, 2005, by Clarence W. Marsella as General Manager of REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: ~~My Commission Expires~~ 07/31/2005

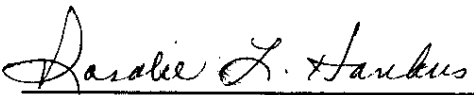

Notary Public

EXHIBIT "A"
PROJECT NO. NH 0252-299
PERMANENT EASEMENT NO. PE-485A
PROJECT CODE: 11584
DATE: December 28, 2004

LEGAL DESCRIPTION

A permanent easement No. PE-485A of the Department of Transportation, State of Colorado, Project No. NH 0252-299 containing 3,449 square feet, more or less, in Lot 2 of Heritage Hills Filing No. 2, a subdivision in the NE 1/4 of Section 10, Township 6 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, State of Colorado, said permanent easement being more particularly described as follows:

Commencing at the North Quarter corner of said Section 10, a 3 1/4" aluminum cap stamped "PLS 12405";
WHENCE the Northeast Corner of said Section 10, a 3" aluminum cap stamped "PLS 12405" bears N.88°35'50"E., a distance of 2539.58 feet;
THENCE S.56°55'26"E., a distance of 2107.02 feet to the most easterly corner of said Lot 2 of Heritage Hills Filing No.2 and being the POINT OF BEGINNING;

1. THENCE S.85°33'02"W., along the most northerly line of Lot 3 of said Heritage Hills Filing No. 2, a distance of 131.63 feet;
2. THENCE S.04°26'59"E., along an easterly line of said Lot 2, a distance of 183.50 feet;
3. THENCE S.85°33'01 "W., a distance of 4.22 feet;
4. THENCE N.04°26'59"W., a distance of 68.75 feet;
5. THENCE S.85°33'01"W., a distance of 8.00 feet;
6. THENCE N.04°26'59"W., a distance of 126.96 feet;
7. THENCE N.85°33'01"E., a distance of 143.89 feet;
8. THENCE S.04°14'17"E., along lot line, a distance of 12.21 feet to the POINT OF BEGINNING.

The above described permanent easement contains 0.079 acres / 3449 square feet, more or less, for construction and maintenance of a building.

Basis of Bearing: S 22° 58' 58" E between Colorado High Accuracy Network (HARN) stations "Transportation" and "Jog", as described in the Survey Control Diagram for the CDOT Southeast Corridor Project NH 0252-299.


A circular notary seal for Kenneth W. Campbell, Notary Public, State of Colorado, is stamped over the signature. The seal contains the text "COLORADO REGISTERED" and "KENNETH W. CAMPBELL". The date "11/06/05" is handwritten inside the seal.

and on behalf of the Campbell & Burgess, Inc.
Kenneth W. Campbell, Notary Public
707 17th Street Suite 2300
Denver, CO 80202



EXHIBIT "B"
PROJECT NO. NH 0252-299
PERMANENT EASEMENT NO. PE-485B
PROJECT CODE: 11584
DATE: December 28, 2004

LEGAL DESCRIPTION

A permanent easement No. PE-485B of the Department of Transportation, State of Colorado, Project No. NH 0252-299 containing 475 square feet, more or less, in Lot 2 of Heritage Hills Filing No. 2, a subdivision in the NE 1/4 of Section 10, Township 6 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, State of Colorado, said permanent easement being more particularly described as follows:

Commencing at the North Quarter corner of said Section 10, a 3 1/4" aluminum cap stamped "PLS 12405";
WHENCE the Northeast Corner of said Section 10, a 3 1/4" aluminum cap stamped "PLS 12405" bears N.88°35'50"E., a distance of 2539.58 feet;
THENCE S.48°15'16"E., a distance of 2238.37 feet to the southerly southeast corner of said Lot 2 of Heritage Hills Filing No.2 and being the POINT OF BEGINNING;

1. THENCE S.85°45'37"W., along a southerly line of said Lot 2, a distance of 5.00 feet;
2. THENCE N.04°26'59"W., a distance of 95.04 feet;
3. THENCE N.85°33'0"E., a distance of 5.00 feet;
4. THENCE S.04°26'59"E., a distance of 95.06 feet to the POINT OF BEGINNING.;

The above described permanent easement contains 0.011 acres / 475 square feet, more or less, for construction and maintenance of a building.

Basis of Bearing: S 22° 58' 58" E between Colorado High Accuracy Network (HARN) stations "Transportation" and "Jog", as described in the Survey Control Diagram for the CDOT Southeast Corridor Project NH 0252-299.

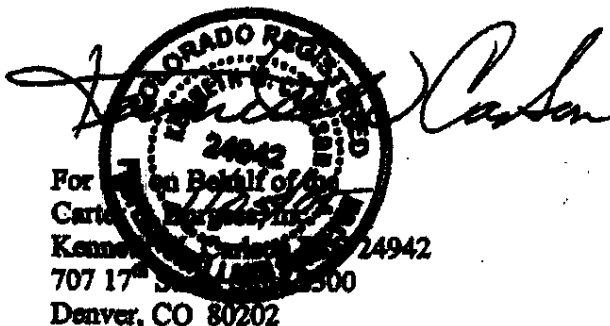

For _____ on Behalf of _____
Cartographer _____
Kenneth _____ 24942
707 17th Street, Suite 100
Denver, CO 80202



EXHIBIT "C"
PROJECT NO. NH 0252-299
PERMANENT EASEMENT NO. PE-485C
PROJECT CODE: 11584
DATE: December 28, 2004

LEGAL DESCRIPTION

A permanent easement No. PE-485C of the Department of Transportation, State of Colorado, Project No. NH 0252-299 containing 1,325 square feet, more or less, in Lot 4 of Heritage Hills Filing No. 2, a subdivision in the NE 1/4 of Section 10, Township 6 South, Range 67 West, of the Sixth Principal Meridian, in Douglas County, State of Colorado, said permanent easement being more particularly described as follows:

Commencing at the North Quarter corner of said Section 10, a 3 1/4" aluminum cap stamped "PLS 12405";
WHENCE the Northeast Corner of said Section 10, a 3 1/4" aluminum cap stamped "PLS 12405" bears N.88°35'50"E., a distance of 2539.58 feet;
THENCE S.46°52'22"E., a distance of 2296.78 feet to the northerly northeast corner of said Lot 4 of Heritage Hills Filing No.2 and being the POINT OF BEGINNING;

1. THENCE S.04°26'59"E., along an easterly line of said Lot 4, a distance of 81.99 feet;
2. THENCE N.85°33'01 "E., along a northerly line of said Lot 4, a distance of 178.01 feet
3. THENCE S.04°15'06"E., along the most easterly line of said Lot 4, a distance of 5.00 feet;
4. THENCE S.85°33'01"W., a distance of 182.99 feet;
5. THENCE N.04°26'59"W., a distance of 87.01 feet;
6. THENCE N.85°45'37"E., along the most northerly line of said Lot 4, a distance of 5.00 feet to the POINT OF BEGINNING.;

The above described permanent easement contains 0.030 acres /1325 square feet, more or less, for construction and maintenance of a building.

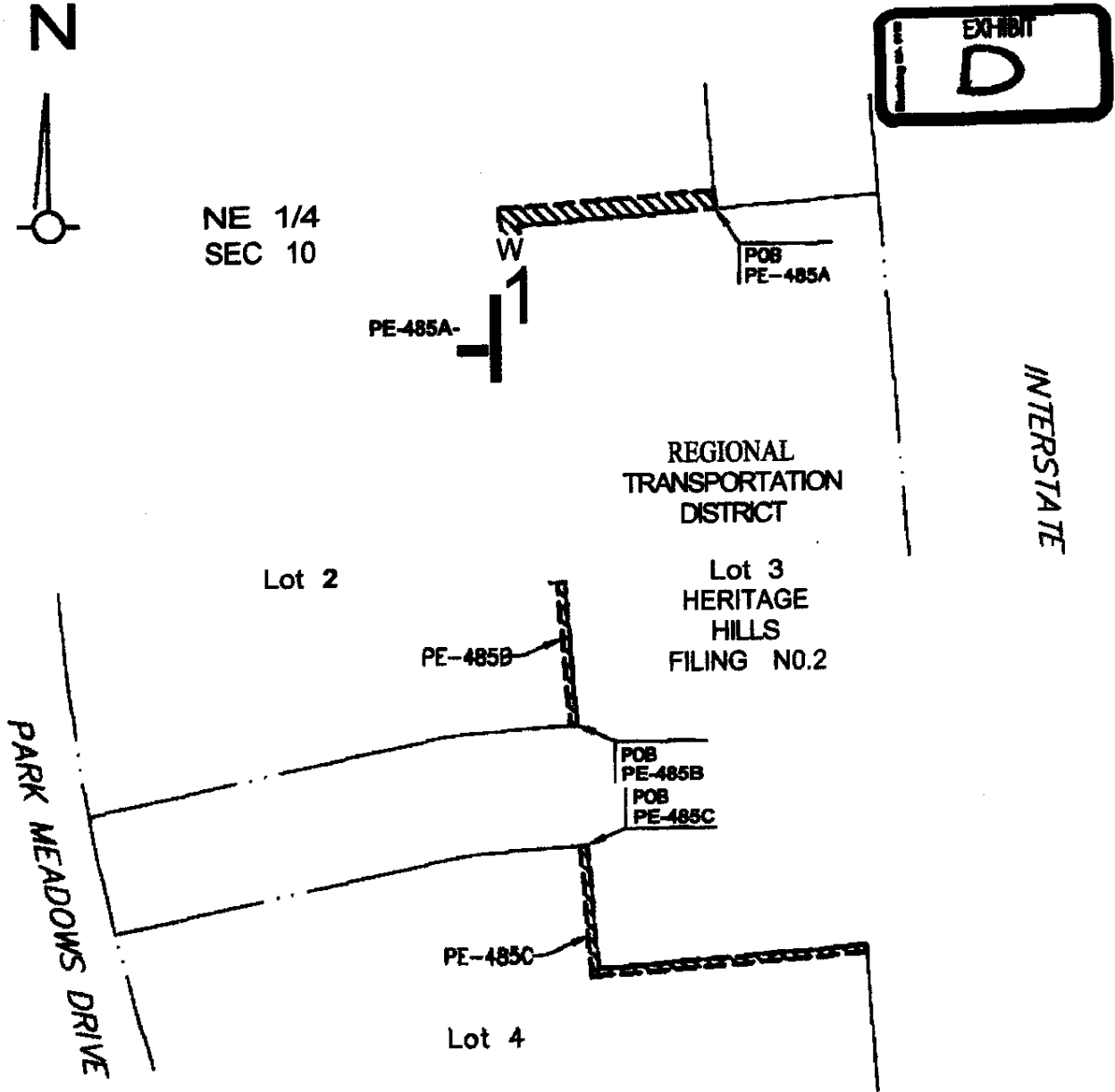
Basis of Bearing: S 22° 58' 58" E between Colorado High Accuracy Network (HARN) stations "Transportation" and "Jog", as described in the Survey Control Diagram for the CDOT Southeast Corridor Project NH 0252-299.


For and on behalf of the
Carter & [Name] Inc.
Kenneth W. [Name] 1942
707 17th Street Suite 2000
Denver, CO 80202



EXHIBIT

NE 1/4 SECTION 10, TOWNSHIP 6 SOUTH, RANGE 67 WEST 6th PM
 COUNTY OF DOUGLAS



100'

100'

200'

SCALE IN FEET

PARCEL E-485A CONTAINS 3,445 Sq.Ft.
 PARCEL E-485B CONTAINS 475 Sq.Ft.
 PARCEL E-485C CONTAINS 1,325 Sq.Ft.

DRN. lam	DATE: March 31, 2005
SHEET 1 OF 1 SHEETS	SCALE: 1" = 100' CAD: LincolnBLDG

EXHIBIT E

DESIGNED BY: MS	ISSUE RECORD	DATE	DATE
DRAWN BY: SM	A. TYPICAL DESIGN SUBMITTAL	17 APR 05	
CHECKED BY: MF			

NO.	DESCRIPTION	DATE
1	A. TYPICAL DESIGN SUBMITTAL	17 APR 05

TRFX
 SOUTH EAST CORRIDOR
 CONSULTING ARCHITECTS
 100 TOWN SQUARE, SUITE 100
 LINCOLN, NE 68502

ENTR
 ARCHITECTS
 100 TOWN SQUARE, SUITE 100
 LINCOLN, NE 68502

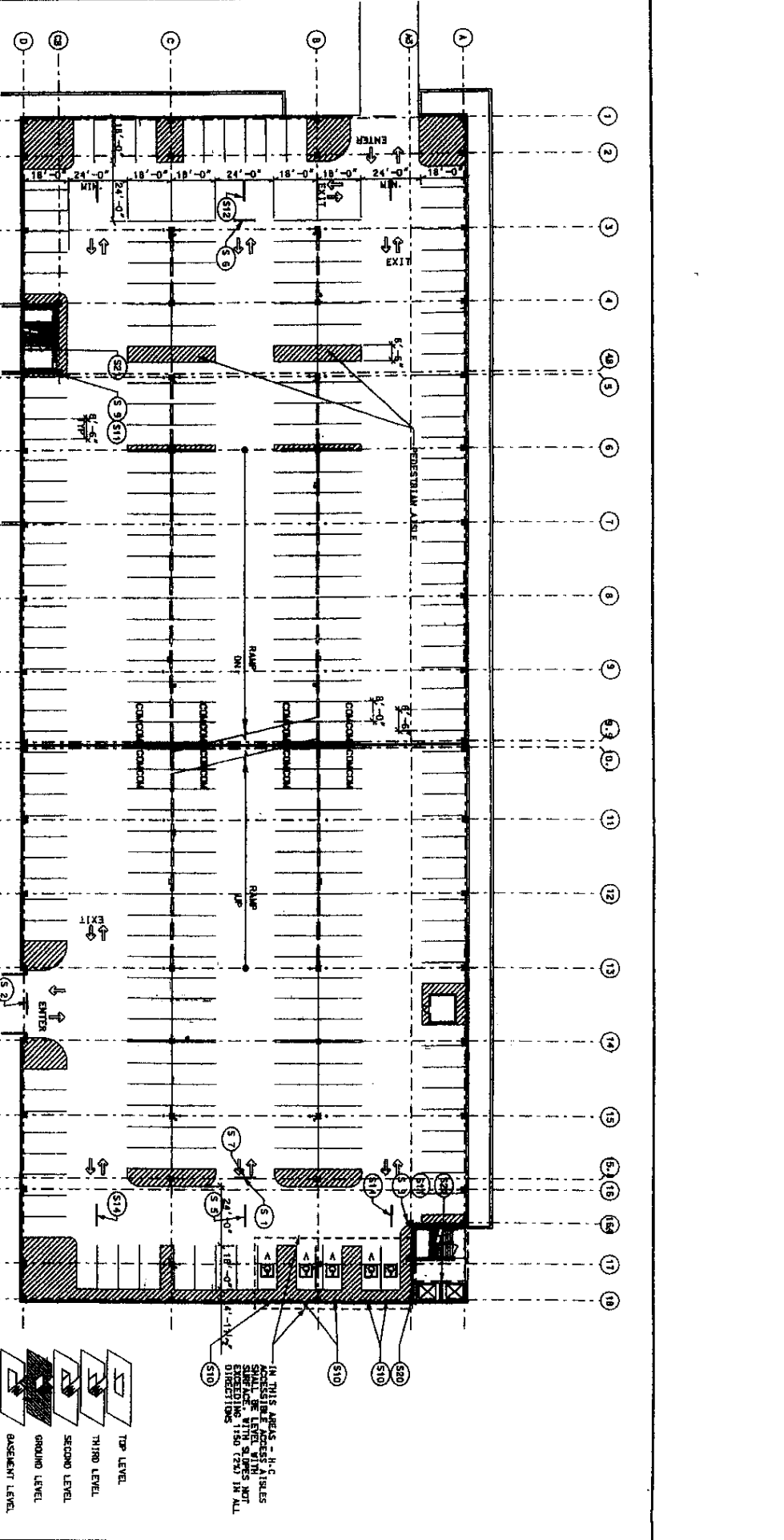
SOUTHEAST CORRIDOR MULTI-MODAL PROJECT
 AREA 3.3
 LINCOLN GARAGE
 GROUND LEVEL SIGNAGE AND STRIPING PLAN

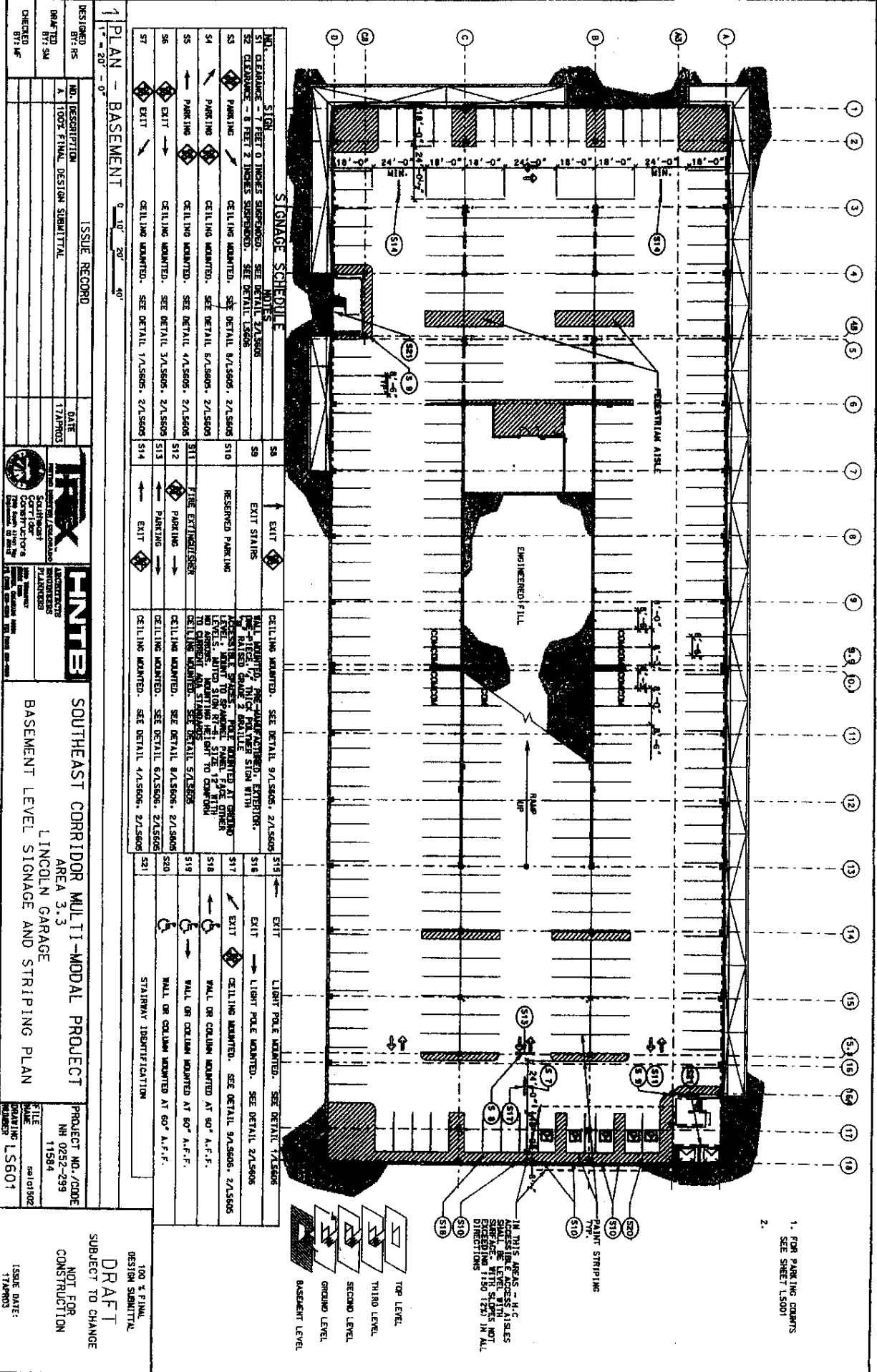
PROJECT NO./CODE
 NN 0292-299
 11594

FILE NAME
 06101503
 DRAWING NUMBER
 L15602

100% FINAL DESIGN SUBMITTAL
 DRAFT SUBJECT TO CHANGE
 NOT FOR CONSTRUCTION
 ISSUE DATE:
 17 APR 05

NO.	SYMBOL	DESCRIPTION	DETAIL
S1	CEILING	7 FEET 0 INCHES SUSPENDED. SEE DETAIL 2/AS05	
S2	CEILING	8 FEET 2 INCHES SUSPENDED. SEE DETAIL 1/AS06	
S3	PARKING	CEILING MOUNTED. SEE DETAIL 6/AS05, 2/AS05	
S4	PARKING	CEILING MOUNTED. SEE DETAIL 6/AS05, 2/AS06	
S5	PARKING	CEILING MOUNTED. SEE DETAIL 4/AS05, 2/AS06	
S6	EXIT	CEILING MOUNTED. SEE DETAIL 3/AS06, 2/AS06	
S7	EXIT	CEILING MOUNTED. SEE DETAIL 1/AS06, 2/AS06	
S8	EXIT	EXIT STAIRS	
S9	RESERVED	RESERVED PARKING	
S10	RESERVED	RESERVED PARKING	
S11	FIRE	FIRE EXTINGUISHER	
S12	PARKING	PARKING	
S13	EXIT	EXIT	
S14	EXIT	EXIT	
S15	CEILING	CEILING MOUNTED. SEE DETAIL 9/AS06, 2/AS06	
S16	CEILING	CEILING MOUNTED. SEE DETAIL 9/AS06, 2/AS06	
S17	CEILING	CEILING MOUNTED. SEE DETAIL 9/AS06, 2/AS06	
S18	CEILING	CEILING MOUNTED. SEE DETAIL 9/AS06, 2/AS06	
S19	CEILING	CEILING MOUNTED. SEE DETAIL 9/AS06, 2/AS06	
S20	CEILING	CEILING MOUNTED. SEE DETAIL 9/AS06, 2/AS06	
S21	CEILING	CEILING MOUNTED. SEE DETAIL 9/AS06, 2/AS06	
S22	EXIT	EXIT	
S23	EXIT	EXIT	
S24	EXIT	EXIT	
S25	EXIT	EXIT	
S26	EXIT	EXIT	
S27	EXIT	EXIT	
S28	EXIT	EXIT	
S29	EXIT	EXIT	
S30	EXIT	EXIT	
S31	EXIT	EXIT	
S32	EXIT	EXIT	
S33	EXIT	EXIT	
S34	EXIT	EXIT	
S35	EXIT	EXIT	
S36	EXIT	EXIT	
S37	EXIT	EXIT	
S38	EXIT	EXIT	
S39	EXIT	EXIT	
S40	EXIT	EXIT	
S41	EXIT	EXIT	
S42	EXIT	EXIT	
S43	EXIT	EXIT	
S44	EXIT	EXIT	
S45	EXIT	EXIT	
S46	EXIT	EXIT	
S47	EXIT	EXIT	
S48	EXIT	EXIT	
S49	EXIT	EXIT	
S50	EXIT	EXIT	
S51	EXIT	EXIT	
S52	EXIT	EXIT	
S53	EXIT	EXIT	
S54	EXIT	EXIT	
S55	EXIT	EXIT	
S56	EXIT	EXIT	
S57	EXIT	EXIT	
S58	EXIT	EXIT	
S59	EXIT	EXIT	
S60	EXIT	EXIT	
S61	EXIT	EXIT	
S62	EXIT	EXIT	
S63	EXIT	EXIT	
S64	EXIT	EXIT	
S65	EXIT	EXIT	
S66	EXIT	EXIT	
S67	EXIT	EXIT	
S68	EXIT	EXIT	
S69	EXIT	EXIT	
S70	EXIT	EXIT	
S71	EXIT	EXIT	
S72	EXIT	EXIT	
S73	EXIT	EXIT	
S74	EXIT	EXIT	
S75	EXIT	EXIT	
S76	EXIT	EXIT	
S77	EXIT	EXIT	
S78	EXIT	EXIT	
S79	EXIT	EXIT	
S80	EXIT	EXIT	
S81	EXIT	EXIT	
S82	EXIT	EXIT	
S83	EXIT	EXIT	
S84	EXIT	EXIT	
S85	EXIT	EXIT	
S86	EXIT	EXIT	
S87	EXIT	EXIT	
S88	EXIT	EXIT	
S89	EXIT	EXIT	
S90	EXIT	EXIT	
S91	EXIT	EXIT	
S92	EXIT	EXIT	
S93	EXIT	EXIT	
S94	EXIT	EXIT	
S95	EXIT	EXIT	
S96	EXIT	EXIT	
S97	EXIT	EXIT	
S98	EXIT	EXIT	
S99	EXIT	EXIT	
S100	EXIT	EXIT	





NO.	STORY	DESCRIPTION	DATE
S1	CL. CLEARANCE - 7 FEET 0 INCHES SUSPENDED. SEE DETAIL 2/LS605	S8	EXIT
S2	CL. CLEARANCE - 8 FEET 2 INCHES SUSPENDED. SEE DETAIL LS606	S9	EXIT STAIRS
S3	PARKING	S10	RESERVED PARKING
S4	PARKING	S11	FIRE EXTINGUISHER
S5	PARKING	S12	PARKING
S6	EXIT	S13	EXIT
S7	EXIT	S14	EXIT
S15	CL. CLEARANCE - 7 FEET 0 INCHES SUSPENDED. SEE DETAIL 2/LS605	S16	EXIT
S16	CL. CLEARANCE - 8 FEET 2 INCHES SUSPENDED. SEE DETAIL LS606	S17	EXIT
S17	PARKING	S18	WALL OR COLUMN MOUNTED AT 60° A.F.F.
S18	PARKING	S19	WALL OR COLUMN MOUNTED AT 60° A.F.F.
S19	PARKING	S20	WALL OR COLUMN MOUNTED AT 60° A.F.F.
S20	PARKING	S21	STAIRWAY IDENTIFICATION

1 PLAN - BASEMENT 0' 10" 20' 40'

SIGNAGE SCHEDULE

NO.	STORY	DESCRIPTION	DATE
S8	EXIT	S9	EXIT STAIRS
S9	EXIT STAIRS	S10	RESERVED PARKING
S10	RESERVED PARKING	S11	FIRE EXTINGUISHER
S11	FIRE EXTINGUISHER	S12	PARKING
S12	PARKING	S13	EXIT
S13	EXIT	S14	EXIT
S14	EXIT	S15	CL. CLEARANCE - 7 FEET 0 INCHES SUSPENDED. SEE DETAIL 2/LS605
S15	CL. CLEARANCE - 7 FEET 0 INCHES SUSPENDED. SEE DETAIL 2/LS605	S16	EXIT
S16	CL. CLEARANCE - 8 FEET 2 INCHES SUSPENDED. SEE DETAIL LS606	S17	EXIT
S17	PARKING	S18	WALL OR COLUMN MOUNTED AT 60° A.F.F.
S18	PARKING	S19	WALL OR COLUMN MOUNTED AT 60° A.F.F.
S19	PARKING	S20	WALL OR COLUMN MOUNTED AT 60° A.F.F.
S20	PARKING	S21	STAIRWAY IDENTIFICATION

1. FOR PARKING CHAIRS SEE SHEET LS601

2.

IN THIS AREA - N.C. SURFACE - N.C. SIZES SHALL BE LEVEL WITH SURFACE - WITH SLOPES NOT DIRECTED.

TOP LEVEL
 THIRD LEVEL
 SECOND LEVEL
 GROUND LEVEL
 BASEMENT LEVEL

SOUTH EAST CORRIDOR MULTI-MODAL PROJECT
 AREA 3.3
 LINCOLN GARAGE
 BASEMENT LEVEL SIGNAGE AND STRIPING PLAN

PROJECT NO./CODE: NH 0252-299
 11584
 DATE: 04/19/02
 DRAWING NUMBER: LS601

100% FINAL DESIGN SUBMITTAL
 DRAFT SUBJECT TO CHANGE
 NOT FOR CONSTRUCTION
 ISSUE DATE: 17APR03

EXHIBIT F

1 PLAN - 2ND & 3RD
 1/8" = 1'-0"
 DESIGNED BY: MS
 DRAWN BY: SM
 CHECKED BY: LF

NO.	DESCRIPTION	DATE
A	100% FINAL DESIGN SUBMITTAL	11/19/03

ISSUE RECORD
 PROJECT NO./CODE: NH 0252-299
 11584
 DRAWING NUMBER: LS603

100% FINAL DESIGN SUBMITTAL
 DRAFT SUBJECT TO CHANGE
 NOT FOR CONSTRUCTION
 ISSUE DATE: 11/19/03

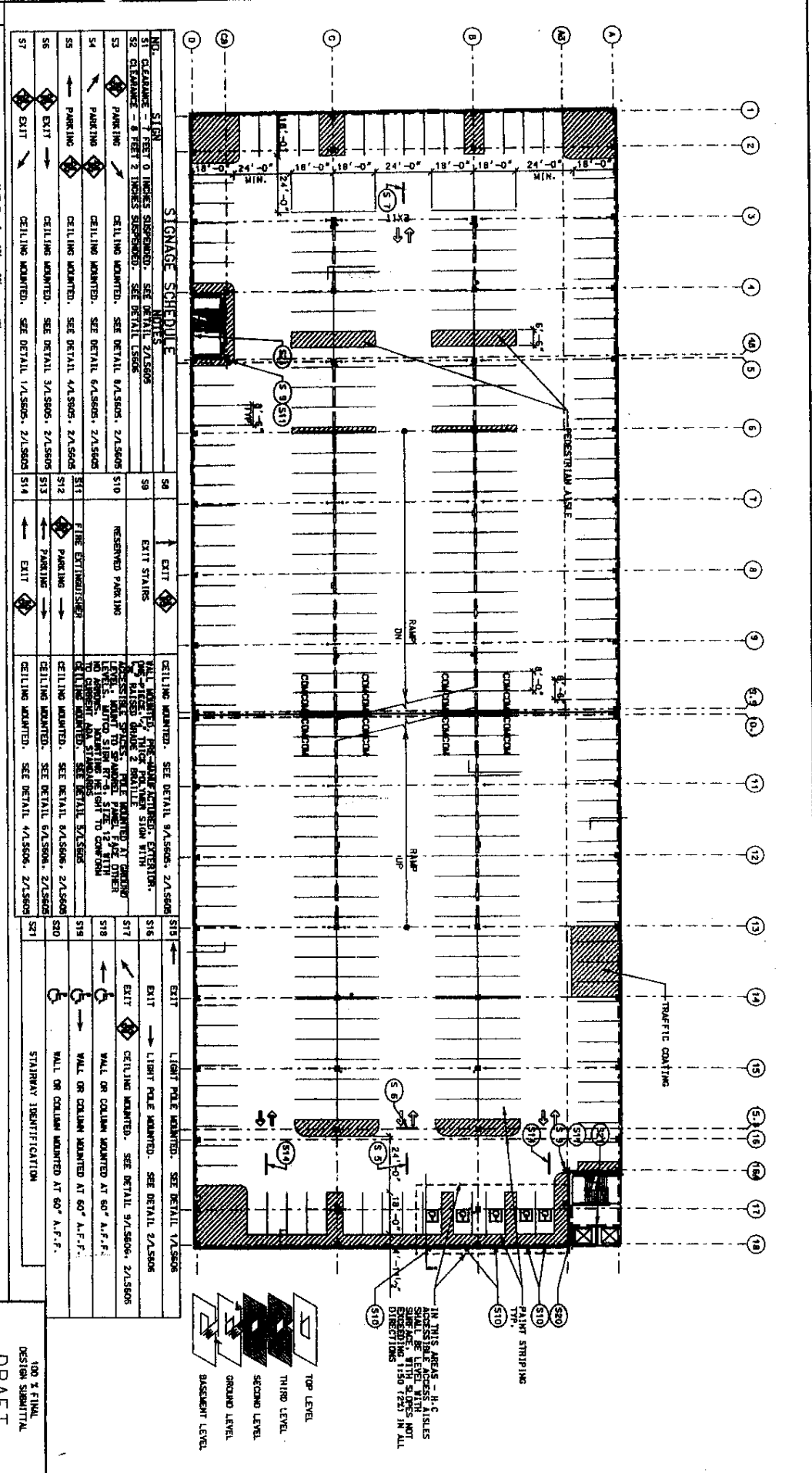
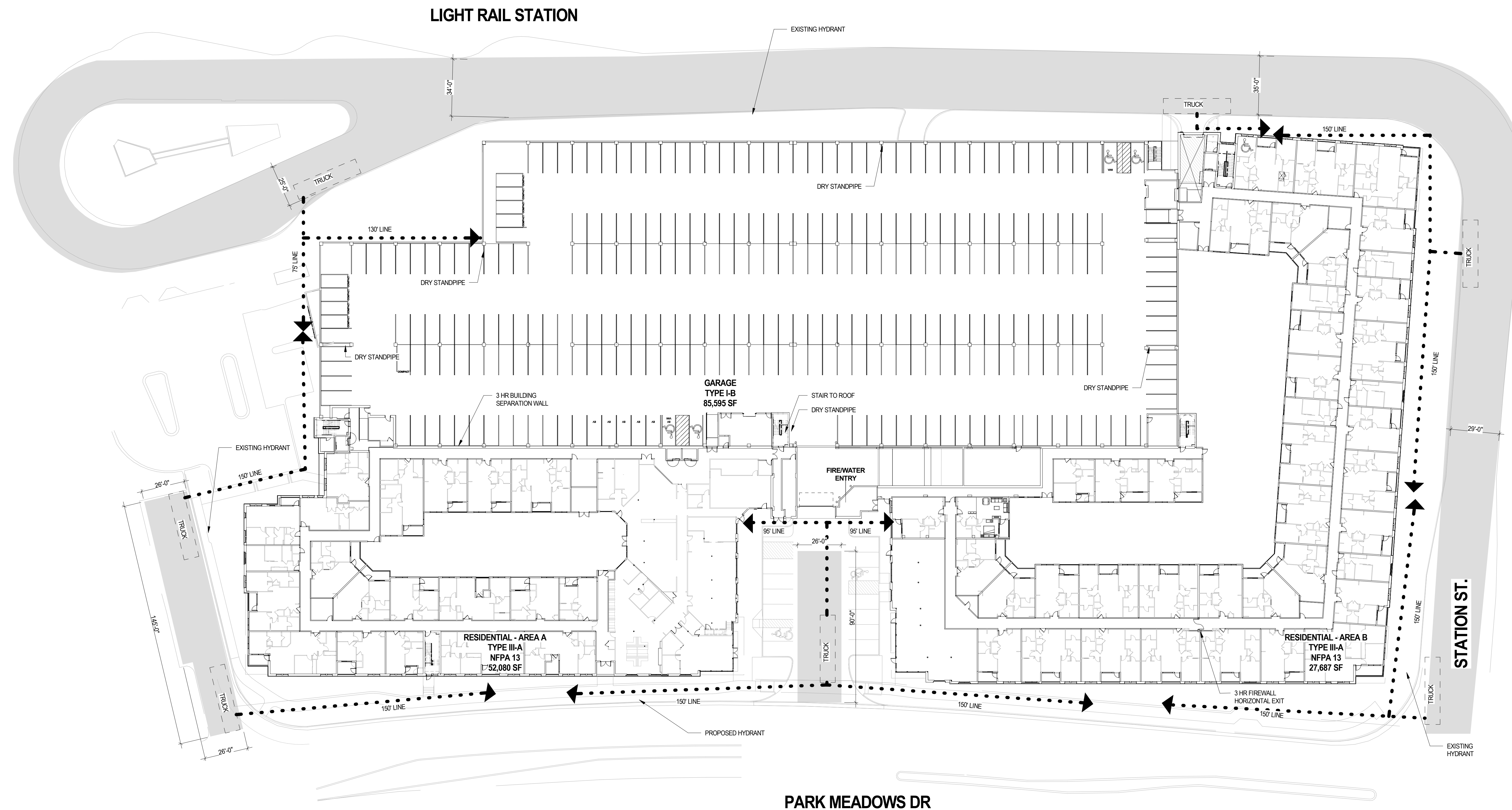


EXHIBIT G



SITE PLAN - FIRE ACCESS SCALE: 1" = 30'-0" **1**

LONE TREE IFC AMENDMENTS

A. IFC SECTION 903.1.1, BUILDINGS AND FACILITIES, IS DELETED AND REPLACED BY THE FOLLOWING: 903.1.1 BUILDINGS AND FACILITIES APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED FOR EVERY FACILITY, BUILDING OR PORTION OF A BUILDING HEREAFTER CONSTRUCTED OR MOVED INTO OR WITHIN THE JURISDICTION. THE FIRE APPARATUS ACCESS ROAD SHALL COMPLY WITH THE REQUIREMENTS OF THIS SECTION AND SHALL EXTEND TO WITHIN 150 FEET (45 720 MM) OF ALL PORTIONS OF THE FACILITY AND ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY OF THE BUILDING AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. EXCEPTIONS:
1. THE FIRE CODE OFFICIAL IS AUTHORIZED TO INCREASE THE DIMENSION OF 150 FEET (45 720MM) WHERE ANY OF THE FOLLOWING CONDITIONS OCCUR:
1.1. THE BUILDING IS EQUIPPED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.1.1 (NFPA 13). THE DIMENSION SHALL BE UNLIMITED, AS APPROVED. PROVIDED ACCESS ROADS ARE EXTENDED TO WITHIN 150 FEET (45 720MM) OF AT LEAST ONE, APPROVED SIDE OF THE BUILDING OR STRUCTURE. FIRE HYDRANT REQUIREMENTS OF SECTION 507 MAY NECESSITATE ADDITIONAL ROADS TO SERVE HYDRANTS NEAR LARGE BUILDINGS.

1.2. THE BUILDING IS EQUIPPED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.2 (NFPA 13R) OR 903.3.1.3 (NFPA 13D), THE DIMENSION SHALL BE INCREASED TO 200 FEET (60 960MM).
1.3. THE FIRE APPARATUS ACCESS ROADS CANNOT BE INSTALLED BECAUSE OF LOCATION ON PROPERTY, TOPOGRAPHY, WATERWAYS, NONNEGOTIABLE GRADES OR OTHER SIMILAR CONDITIONS, AND AN APPROVED ALTERNATIVE MEANS OF FIRE PROTECTION IS PROVIDED.
1.4. THERE ARE NOT MORE THAN TWO GROUP R-3 OR GROUP U OCCUPANCIES.
B. SUBSECTION (1) OF IFC SECTION 905.4, LOCATION OF CLASS I STANDPIPE HOSE CONNECTIONS, IS AMENDED TO READ AS FOLLOWS: 1. IN EVERY REQUIRED INTERIOR EXIT STAIRWAY, A HOSE CONNECTION SHALL BE PROVIDED FOR EACH STORY ABOVE AND BELOW GRADE PLANE. HOSE CONNECTIONS SHALL BE LOCATED AT THE MAIN FLOOR LANDING UNLESS OTHERWISE APPROVED BY THE FIRE CODE OFFICIAL.

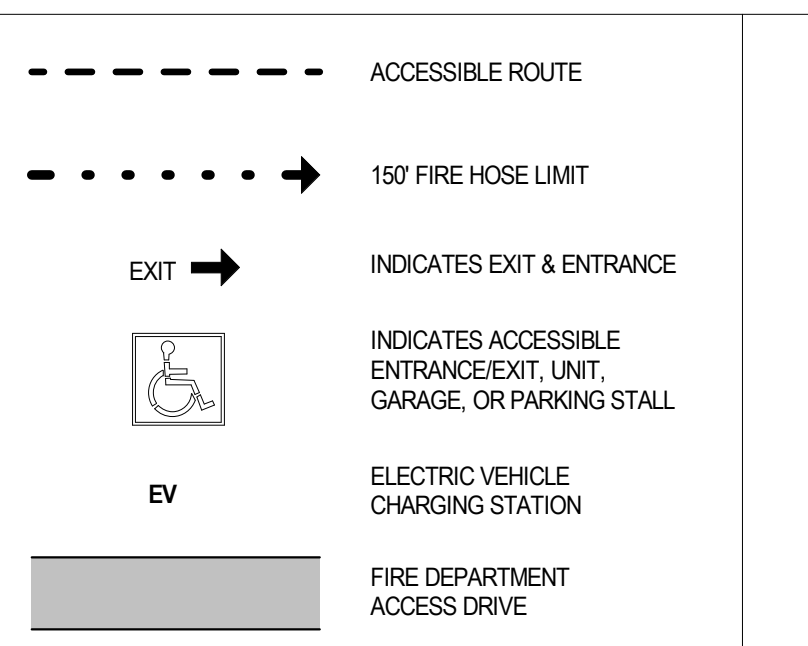
C. D104.1 BUILDINGS EXCEEDING THREE STORIES OR 30 FEET IN HEIGHT, BUILDINGS OR FACILITIES WHERE THE VERTICAL DISTANCE BETWEEN THE GRADE PLANE AND THE HIGHEST ROOF SURFACE EXCEEDS 30 FEET (9144 MM) OR THREE STORES IN HEIGHT SHALL HAVE NOT FEWER THAN TWO MEANS OF FIRE APPARATUS ACCESS FOR EACH STRUCTURE. FOR PURPOSES OF THIS SECTION, THE HIGHEST ROOF SURFACE SHALL BE DETERMINED BY MEASUREMENT TO THE EAVE OF A PITCHED ROOF; THE INTERSECTION OF THE ROOF TO THE EXTERIOR WALL OR THE TOP OF PARAPET WALLS, WHICHEVER IS GREATER.
148) IFC SECTION D106.1, PROJECTS HAVING MORE THAN 100 DWELLING UNITS, IS DELETED AND REPLACED BY THE FOLLOWING: D106.1 PROJECTS HAVING MORE THAN 100 DWELLING UNITS, MULTIPLE-FAMILY RESIDENTIAL PROJECTS HAVING MORE THAN 100 DWELLING UNITS SHALL BE EQUIPPED THROUGHOUT WITH TWO SEPARATE AND APPROVED FIRE APPARATUS ACCESS ROADS.

1. DO NOT DISTURB, DAMAGE OR DISRUPT ANY CONDITION OUTSIDE THE WORK AREA UNLESS SPECIFICALLY DIRECTED. VERIFY EXTENT OF WORK AREA WITH OWNER.
2. PROVIDE PROTECTION TO THE EXISTING CANOPY & SIDEWALK, CURB, AND GUTTER. DO NOT DISTURB, DAMAGE OR DISRUPT ROADS, STREETS, ETC.
3. THE SITE CAN BE USED FOR STAGING AREA, SIZE AND LOCATION TO BE DETERMINED BY OWNER AND GENERAL CONTRACTOR. GENERAL CONTRACTOR SHALL FOLLOW OWNER'S RULES AND RESTRICTIONS REGARDING USE OF SITE.
4. CONSTRUCTION FENCE TO BE OF 6-FT. HIGH CHAIN LINK TO PREVENT UNAUTHORIZED ACCESS TO THE SITE. PROVIDE GATES AS NECESSARY FOR ENTRY/EXIT TO THE STAGING AREA.
5. THE CIVIL ENGINEERING DRAWINGS SHOW SERVICE CONNECTIONS OUTSIDE THE BUILDING. ALSO SHOWN ARE THE LOCATION OF MAIN LINES IN AND AROUND THE SITE. GENERAL CONTRACTOR SHALL HAVE ALL UTILITIES MAN LINES THAT ARE TO RECEIVE CONNECTIONS, AND ALL UTILITIES WITHIN SITE AREA (WHETHER ABOVE OF BELOW GROUND OR AT THE SURFACE) LOCATED AND PROVIDE PERMANENT MARKINGS FOR THE LIFE OF THE PROJECT. ALL UTILITIES SO DESIGNATED SHALL BE PROTECTED AND NOT DISTURBED, DAMAGED OR DISRUPTED.

6. EXISTING FIRE HYDRANTS SHALL REMAIN. PROTECT AND MAINTAIN OPERATIONAL AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & CONDITIONS OF THE JOB SITE. IF ANY DISCREPANCIES OCCUR THE CONTRACTOR SHALL NOTIFY THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
7. DISCONNECT & REMOVE EXISTING UTILITY LINES IN THE CONSTRUCTION AREA WHICH ARE NO LONGER IN SERVICE. REPAIR ANY DAMAGE TO EXISTING UTILITY LINES STILL IN SERVICE CAUSED BY CONSTRUCTION OPERATIONS.
8. SEE LANDSCAPE PLAN FOR LOCATIONS OF TREES, GRASS AREAS, GROUND COVER AND LANDSCAPE FEATURES.
9. SEE CIVIL GRADING AND DRAINAGE PLANS FOR EXISTING AND PROPOSED CONTOURS, DRAINAGE VOLUMES, INVERTS AND UNDER-DRAIN SYSTEM LOCATIONS.
10. SLOPE GRADING FROM BUILDING PER SOILS REPORT RECOMMENDATIONS UNLESS NOTED OTHERWISE - RE: CIVIL DRAWINGS.
11. RE: CIVIL DRAWINGS FOR EASEMENT LOCATIONS.
12. RE: SOILS REPORT AND CIVIL DRAWINGS FOR FOUNDATION DRAIN REQUIREMENTS.

14. RE: CIVIL DRAWINGS FOR RAMP LOCATIONS. RE: AS-BUILT SHEETS FOR HANDRAIL DETAILS FOR ALL STAIRS & RAMPS.
15. RE: A0-01 FOR ABBREVIATIONS AND GRAPHIC SYMBOLS.
16. RE: A0-02 FOR GENERAL NOTES APPLICABLE TO THE ENTIRE PROJECT.
17. PROVIDE SIGNAGE PER IBC SECTION 1111 AT ACCESSIBLE PARKING AND BUILDING ENTRANCES.

SITE PLAN SYMBOLS LEGEND



PROTECTED OPENINGS

EXTERIOR WALL OPENINGS (SECTION 705.8)

PER TABLE 705.8 - MAXIMUM AREA OF EXTERIOR WALL OPENINGS BASED ON FIRE SEPARATION DISTANCE AND DEGREE OF OPENING PROTECTION:

FOR UNPROTECTED, NONSPRINKLERED BUILDINGS
0 - < 3: NOT PERMITTED
3 - < 5: NOT PERMITTED
5 - < 10: 10%
10 - < 15: 15%
15 - < 20: 25%
20 - < 25: 45%
25 - < 30: 70%
30 OR GREATER: NO LIMIT

NOTE: NOT ALL ELEVATIONS ARE CALCULATED ON THIS SHEET. ALL BUILDINGS NOT LISTED HAVE ADJACENCIES 30'-0" OR GREATER AND REQUIRE NO LIMIT TO EXTERIOR OPENINGS.

No	Date	Description
	04/23/21	PERMIT SUBMITTAL

It is the client's responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor throughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions addressing such perceived errors or omissions shall be received from the contractor prior to the start of client's subcontractors proceeding with the work. The client will be responsible for any defects in construction if these procedures are not followed.