



GENERAL APPLICATION FORM

Project Name: Sand Hill Commercial Development

Existing Zone: PBC/AO,

Acreage: 3.532

Site Address: Marksheffel & Constitution

Direction from Nearest Street Intersection:

Northeast corner of Marksheffel Road and Constitution Ave.

Tax Schedule Number(s):

5333300003 & 5300000699

TYPE OF PLAN(S) - Check all that apply. Note: MJ=Major Amendment; MN=Minor Amendment; MM=Minor Modification

- 2020 Land Use Map Amendment
- Administrative Relief
- Amendment to Plat Restriction
- Annexation
- Building Permit to Unplatted Land
- Building Permit Prior to Platting
- CMRS No. 1 2 3
- Concept Plan New MJ MN MM
- Conditional Use New MJ MN MM
- Development Agreement
- Development Plan New MJ MN MM
- Historic Preservation Re-roof Hearing Request
- Landscape Plan Preliminary Final Irrigation
- Master Plan New MJ MN MM
- Nonuse Variance
- Preservation Easement Adjustment
- Property Boundary Adjustment
- PUD Concept Plan New MJ MN MM
- PUD Development Plan New MJ MN MM
- PUD Zone Change
- Street Name Change
- Subdivision Plat Prelim Prelim & Final Final
- Subdivision Waiver Design Process
- Use Variance New MJ MN MM
- Vacation of Plat
- Vacation of Public Right-of-Way
- Waiver of Replat
- Zone Change; Proposed Zone: _____
- FBZ Development Plan New MJ MN MM
- FBZ Conditional Use New MJ MN MM
- FBZ Interim Use Plan
- FBZ Minor Improvement Plan
- FBZ Warrant

PROPERTY OWNER AND/OR APPLICANT/CONSULTANT ACKNOWLEDGEMENT OF RESPONSIBILITIES:

The signature(s) hereby certify that the statements made by myself and constituting part of this application are true and correct. I am fully aware that any misrepresentation of any information on this application may be grounds for denial of this application. I agree that if this request is approved, it is issued on the representations made in this submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. The applicant/owner by his or her signature understands and agrees that he or she is responsible for the completion of all on-site and off-site improvements as shown and approved on the final plan (including landscaping, paving, lighting, etc.) prior to receiving a Certificate of Occupancy.

October 25, 2019

Signature of Property Owner/Applicant

Date

Signature of Consultant Representative

Date

CONTACT INFORMATION (please print or type)

Property Owner/Applicant: Sand Hill Development, LLC.

Contact Name: Jarrett Armstrong

Address: 4643 S. Ulster Street, Suite 240

City: Denver

Phone: 3037994030

State: CO Zip Code: 80237 E-Mail: jarmstrong@acd-co.com

Consultant Representative: Donald E Casper - Architect, P.C.

Phone: 3037914270

Address: PO Box 630563

City: Littleton

State: CO Zip Code: 80163 E-Mail: don@casper-co.com

PLANNER AUTHORIZATION: (CITY USE ONLY)

Checklists Distribution Form Project Blurbs E-mail to Admin. Initial Review Level: AR CPC DRB HP

Payment \$ 5,430.00

Assigned to: Gaby Serrano

Date: 10/29/2019

Receipt No.: 35289

City File No: AR FP 19-00 717



Final Plat Application Requirements

REVIEW CRITERIA: It is the purpose and intent of this article:

- A. To promote the health, safety, convenience and general welfare of the citizens of the City.
- B. To set forth appropriate standards for subdivision design which will:
 - 1. Encourage the development of sound, economical, stable neighborhoods and create a healthy living environment for the residents of the City, in conformance with the goals and policies of the Comprehensive Plan.
 - 2. Provide for lots of adequate size, configuration and appropriate design for the purpose for which they are to be used and to accommodate the physical features of the site.
 - 3. Promote design flexibility.
 - 4. Provide for streets of adequate capacity and with which appropriate improvements will handle anticipated traffic flow.
 - 5. Preserve the significant natural features and environmental quality of the City.
- C. To set forth appropriate standards for utilities and services which will:
 - 1. Provide an efficient, adequate and economical supply of utilities and services to land proposed for development, in order to assure that governmental costs are minimized to the greatest extent possible.
 - 2. Ensure at the time of subdivision that adequate storm drainage, sewage disposal and other utilities, services and improvements needed as a consequence of subdivision of land are provided.
 - 3. Provide for the undergrounding of all public utilities lines up to thirty thousand (30,000) volts except as otherwise provided in section 7.7.805 of this article.
- D. To assure the provision of adequate and safe circulation which will:
 - 1. Minimize traffic hazards through means of appropriate street design, and provide for safe and convenient vehicular and pedestrian traffic circulation.
 - 2. Provide for adequate vehicular access to abutting properties and the subdivider's remaining holdings.
 - 3. Assure that street rights of way are provided for in accord with the major thoroughfare plan and the City Engineer design manual.
 - 4. Provide for safe and convenient pedestrian access throughout the community.
- E. To assure adequate public facilities are provided which will:
 - 1. Enhance the coordination of subdivision development with the provision of public facilities such as parks, recreation areas, schools and other types of community facilities.
 - 2. Ensure that public facilities are provided in accord with the City's Comprehensive Plan.
 - 3. Provide for adequate law enforcement and fire protection facilities.
- F. To ensure the appropriate development of the community through the implementation of the goals and policies of the Comprehensive Plan. (Ord. 96-44; Ord. 01-42)

SUBMITTAL CHECKLIST: The following items will need to be included in any Final Plat review submittal.

Applicant	Planner
<input type="checkbox"/> General Development Application Form	<input checked="" type="checkbox"/>
1 copy of a Project Statement identifying the following: <ul style="list-style-type: none"> <input type="checkbox"/> 1. A clear description of the proposed plat. If public easements dedicated by plat to the City are to be vacated as part of the request, indicate this within the project statement letter; <input type="checkbox"/> 2. A justification based on the review criteria addressing why the proposed plat should be approved; and <input type="checkbox"/> 3. An issue list stating how each of the pre-application issues, as communicated to the applicant/owner by the reviewing planner, has been addressed in the proposed subdivision plat. 	<input checked="" type="checkbox"/>
<input type="checkbox"/> 1 copy of a Final Plat showing all "Plan Contents" below	<input checked="" type="checkbox"/>
<input type="checkbox"/> All plans, documents, and reports uploaded to Dropbox folder (Planner to send folder invite through email)	<input checked="" type="checkbox"/>
<input type="checkbox"/> A legal description of the proposed project	<input type="checkbox"/>
<input type="checkbox"/> 2 copies of a Geologic Hazard Report or Waiver	<input type="checkbox"/> N/A
<input type="checkbox"/> 2 copies of a Drainage Study	<input type="checkbox"/> N/A
<input type="checkbox"/> 2 copies of a Traffic Impact Analysis	<input type="checkbox"/>
<input type="checkbox"/> Submittal of the Wastewater Facilities Master Report to Colorado Springs Utilities (CSU) Email completed form and map to wwmasterplansubmit@csu.org prior to application submittal.	<input checked="" type="checkbox"/>



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<input type="checkbox"/> 2 copies of a Traffic Impact Analysis	<input type="checkbox"/>
<input type="checkbox"/> Submittal of the Wastewater Facilities Master Report to Colorado Springs Utilities (CSU)	<input type="checkbox"/>
Email completed form and map to wvmasterplansubmit@csu.org prior to application submittal.	

PLAN CONTENT REQUIREMENTS: *Continued from previous page.*

Applicant Planner

Access Provisions:

- a. A Statement Restricting Access. A statement restricting access rights across the right-of-way lines of major highways, parkways, streets or freeways, where required as a provision of approval.
- b. Provision of Adequate Access. Proof of adequate, suitable access must be provided and clearly indicated on the face of the plat. If access is not directly gained from public right-of-way, a separate signed and recorded easement must be provided and referenced on the face of the plat.

Fee block (drainage, bridge, school and park)

Certificates for execution by each of the following or their duly appointed representative(s).

- a. City Engineer
- b. City Planning Director
- c. City Clerk
- d. El Paso County Clerk and Recorder

Layout. **The exact layout including:**

Boundary Lines

The subdivision boundary will be clearly distinguishable from other maplines by use of a distinct line type and/or thickness. All lines will be labeled with bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all non-tangent curves. All dimensions to be determined by accurate field survey which must balance and close within a limit of 1 in 5,000. Show adjacent and/or intersecting plat/deed lines and label appropriately to include recording information (Book and Page and/or Reception Number).

Streets

- All street right-of-ways defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all non-tangent curves. Widths shall be labeled from each right-of-way line normal to the corresponding street centerline. All street centerlines defined by the plat will be clearly distinguishable from other map lines by use of distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all non-tangent curves. The plat shall show the right-of-way lines, widths, locations and street names of all existing and proposed public or private streets:
- (1) Within the proposed subdivision, and
 - (2) Immediately abutting the proposed subdivision, and
 - (3) Any private street shall include the designation "(private)" immediately following street name; any other Private right of way that is not named shall include the designation "(private)" in a manner that clearly conveys such a status.

Easements

- All easements as required by City Utilities, the City Engineer and other public and quasi-public agencies. Said easements shall be clearly labeled to include with, use and identification as public or private, if necessary. Tie to property lines and annotate with bearings and distances as necessary. Clearly show and label all existing easements, to include width and recording information, that cross, abut or are located within the subdivision boundary.

Lots and Blocks

- All lines of lots, blocks and other parcels of land defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a radius and arc length. Lots must close to 1 in 5,000.

Identification System

- All lots and blocks in the subdivision shall be numbered, beginning with the numeral "1" and continuing consecutively throughout the tract, with no omissions or duplications. All tracts shall be likewise labeled beginning with the letter 'A'. Lots and tracts shall be labeled with the area of the lot or tract.

Whenever a plat drawing spans multiple sheets, clear and well-labeled match lines and a key map shall be included on each sheet. Labels will be of the nature "See Sheet ___ of ___". Duplicate street names, widths, lot numbers, tract names, easement labeling or any such labeling when any feature is shown on multiple sheets.

Use leader lines whenever a dimension is not clearly and unmistakably associated with a given line, line segment or arc.

All line annotation and all other text will be easily and clearly readable. No text shall overwrite other text or be overwritten by map lines.

Provide a legend, which designates all, lines and symbols except where called out on plat drawing.

PLAN CONTENT REQUIREMENTS: *Continued from previous pages.*

Applicant

Planner

Surveyor's Statement, which shall read:

"The undersigned Professional Land Surveyor licensed in the State of Colorado, hereby states and declares that the accompanying plat was surveyed and drawn under his/her responsible charge and accurately shows the described tract of land, and subdivision thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his/her knowledge and belief."

accompanying plat was surveyed and drawn under his/her responsible charge and accurately shows the described tract of land, and subdivision thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his/her knowledge and belief."

Closure Sheets. One (1) copy of the computer closure sheets for the entire subdivision area. Such sheets shall not be required if not more than five (5) lots in the subdivision are irregular (not rectangular) in shape.

Replat should include the following information:

The replat shall be identified by its own separate title. The title block of the replat shall further identify the subdivision of record of that portion of the subdivision of record which is being replatted.

The replat shall contain the following notice: *'The approval of this replat vacates all prior plats for the area described by this replat.'*

The replat shall show graphically the "as platted" lot(s) separately on the plat drawing. The drawing shall indicate all existing easements.

If any existing lot line is being removed, relocated or re-orientated, any associated Easements dedicated by plat still remain unless vacated separately or as part of this request. If this easement is to be vacated as part of this request, provide the following information With the replat:

The project description letter needs to indicate that the associated lot line easement(s) or other platted easement(s) are to be vacated. Provide locates from the utility locaters, unless no water or wastewater mains exist adjacent to the area being replatted or unless CSU specifically waives the submission of locates.

Geologic Hazard Study disclosure statement (not required if waiver has been approved): "This property is subject to the findings summary and conclusions of a Geologic Hazard Report prepared by _____ dated _____, which identified the following specific geologic hazard on the property: _____. A copy of said report has been placed within file # _____ or within the subdivision file _____ of the City of Colorado Springs Planning and Development Team. Contact the Planning and Development Team, 30 South Nevada Avenue, Suite 105, Colorado Springs, CO, if you would like to review said report."

Geologic Hazard Study disclosure statement (not required if waiver has been approved): "This property is subject to the findings summary and conclusions of a Geologic Hazard Report prepared by _____ dated _____, which identified the following specific geologic hazard on the property: _____. A copy of said report has been placed within file # _____ or within the subdivision file _____ of the City of Colorado Springs Planning and Development Team. Contact the Planning and Development Team, 30 South Nevada Avenue, Suite 105, Colorado Springs, CO, if you would like to review said report."

If within an airport overlay, the following note must be added: "The avigation easement dedicated herein for public avigation purposes, shall be considered a public easement subject to those terms and conditions as specified on the instrument recorded at reception no. 217069667 of the Records of El Paso County, Colorado. All other easements or interests of record affecting any of the platted property depicted hereon shall not be affected and shall remain in full force and effect."

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Sand Hill Retail Center – Pad A & B Project Statement

The attached Development Plan includes two retail buildings each 8,050 s.f. in floor area on site, totaling 16,100 s.f. Pad A (lot 1) is 2.374 acres and Pad B (lot 2) is 1.157 acres, totaling 3.532 acres, as delineated on the attached subdivision plat. The two sites, along with the remainder of the retail center utilize shared parking established by an REA recorded in El Paso County (attached).

The retail buildings are to be leased to multiple tenants to include retail, restaurant, and service uses consistent with the existing PBC zoning. Each building is provided with a drive-thru lane and potential outdoor seating areas. The proposed development plan is consistent with the Sand Hill Retail Concept Plan (CPC CP 17-00084-A1MN18).

The following describes the items discussed at the pre-application meeting on 10/16/19:

A pedestrian connection is provided from Marksheffel Road to and through the two sites. Pedestrian connection will be extended through the adjacent pad sites as they are developed, consistent with the concept plan.

Fencing along the property line adjacent to the residential zone and landscaping are delineated on the development plan. A photometric plan is included in the development plan submittal. The REA documenting the shared parking agreement is attached and noted on the development plan and plat.

The landscape setback along Marksheffel Road is impacted by the existing easements that extend ninety feet east from the right-of-way. There is a 10' drainage and utility easement adjacent to the right-of-way, with a 50' CSU easement, then a 30' Magellan Gas easement that severely impact Pad A site planning. The resulting plan has been developed through negotiations with CSU and Magellan toward addressing their requirements while providing a layout that is attractive and serves the community. The reduced landscape area along Marksheffel Road was discussed with Mike Schultz on May 28th, and he thought that the reduced setback would be acceptable subject to review of landscape in the remaining area between the parking and sidewalk along Marksheffel Road. The proposed solution is delineated on the landscape plan included in the development plan.



PRE-APPLICATION MEETING SUMMARY

Area: Central Date: 10/16/19

Pre-Application No.: _____

Applicant(s) Present: John Radcliffe (Galloway & Company Inc) and Don Casper

Lot Size: 6.86 acres

Site Location: NE Corner of Marksheffel Road and Constitution - PAD A, B and C

TSN: 53333300003

Project Description: Commercial Development

Zone: PBC AO

APPLICATION(S) REQUIRED: No application to the Planning Department required

- | | | |
|--|--|--|
| <input type="checkbox"/> 2020 Land Use Map Amendment | <input type="checkbox"/> Development Agreement (PUD Zone) | <input type="checkbox"/> Street Name Change |
| <input type="checkbox"/> Administrative Relief | <input checked="" type="checkbox"/> Development Plan <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM | <input checked="" type="checkbox"/> Subdivision Plat <input type="checkbox"/> PP <input checked="" type="checkbox"/> FP <input type="checkbox"/> PFP |
| <input type="checkbox"/> Amendment to Plat Restriction | <input type="checkbox"/> Historic Preservation Board | <input type="checkbox"/> Subdivision Waiver <input type="checkbox"/> Design <input type="checkbox"/> Process |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Master Plan <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM | <input type="checkbox"/> Use Variance <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM |
| <input type="checkbox"/> Building Permit to Unplatted Land | <input type="checkbox"/> Minor Improvement Plan | <input type="checkbox"/> Vacation of Plat |
| <input type="checkbox"/> CMRS No. <input type="checkbox"/> | <input type="checkbox"/> Nonuse Variance / Warrant | <input type="checkbox"/> Vacation of Public Right-of-Way |
| <input type="checkbox"/> Concept Plan <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM | <input type="checkbox"/> Preservation Easement Adjustment | <input type="checkbox"/> Waiver of Replat |
| <input type="checkbox"/> Conditional Use <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM | <input type="checkbox"/> Property Boundary Adjustment | <input type="checkbox"/> Zone Change |

Visit the Land Use Review Division website at www.coloradosprings.gov/planninginfo for application forms and checklists

MJ = Major Amendment, MN = Minor Amendment, and MM = Minor Modification

NEIGHBORHOOD ORGANIZATION:

Neighborhood Association/Contact: _____ Neighborhood Meeting

PUBLIC NOTIFICATION REQUIREMENTS: Pre-Application Stage Internal Review Stage Public Hearing Stage

Note: Applicant will be required to pay for postage at time of poster pick-up. Postcard Poster No Public Notice Required

Buffer Distance: 150 ft. 500 ft. 1,000 ft. Custom distance: _____

ADDITIONAL STUDIES/MATERIALS TO BE SUBMITTED WITH APPLICATION:

- | | | |
|--|---|--|
| <input type="checkbox"/> Geo-Hazard Report | <input type="checkbox"/> Traffic Impact Analysis | <input checked="" type="checkbox"/> Drainage Report |
| Contact: _____ | Contact: <u>Zaker Alazzeh, 719-385-5468</u> | Contact: <u>TJ Gajda 719-385-7719</u> |
| <input checked="" type="checkbox"/> Hydraulic Grade Line | <input checked="" type="checkbox"/> Wastewater Master Facility Report | <input type="checkbox"/> Land Suitability Analysis |
| <input checked="" type="checkbox"/> Elevation Drawings | <input type="checkbox"/> Mineral Estate Owner Notification | <input checked="" type="checkbox"/> Other: <u>Photometric Plan</u> |

LDTC MEETING: Yes No **Date:** _____ **Time:** _____

COMMENTS: (This is a preliminary listing of issues and attention items; additional issues will likely surface as the application proceeds through the review process):

- Applicant proposing the following:
 - PAD A - Retail and Restaurant
 - PAD B- Quick Casual restaurant and drive through fast food restaurant
 - PAD C - Dentist office
- All of the above mentioned uses are permitted.
- Pedestrian connection from the street to the site should be provided and should be ADA compliant.
- A 25-ft landscape setback is required along Constitution and Marksheffel.
- With future residential to the North of the site staff would recommend a combination of solid fencing/and or heavy vegetation in the NW corner of the lot to help with noise mitigation.
- Building height requirement 45'.
- A photometric plan should be included with the submittal.
- Options for application:
 - Option 1 - Applicant can submit one development plan for PAD A and PAD B and subdivision plat for PAD A ,PAD B and PAD C
 - Option 2- Applicant can submit separate development plan for PAD A ,PAD B and PAD C and one subdivision plat for PAD A,PAD B and PAD C
 - Option 3- If PAD C is removed, Applicant can submit one development plan for PAD A and PAD B and subdivision plat for PAD A and PAD B
- Please include a note on the SP and plat about the shared parking agreement. This note should include a reception number for reference.
- Please note that for every 15 parking spaces one shade tree is required.
- Staff is concerned about the parking proposed along Marshell Road. Staff advises that adequate buffering is proposed to mitigated the visibility of these parking lot. The Applicant has stated that this parking area is being proposed on this area due to the Magellan easement that runs along the property.

NOTE: The above information is intended to assist in the preparation of an application. This sheet is not a complete list of submittal requirements. Refer to the Zoning and Subdivision Ordinances and the appropriate application checklists for further information and details.

This form and the information contained herein is valid for 6 months.

Fee Estimate: TBD

Number of Plans: 1 digital + 1 hard copy of plans

Gaby Serrano
 Planner II
 Land Use Review
 Planning & Community Development

30 S. Nevada Avenue, Suite 105 Phone: (719) 385-5089
 P.O. Box 1575, MC 155 Fax: (719) 385-5167
 Colorado Springs, CO 80901-1575 ana.serrano@coloradosprings.gov

**DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS FOR THE SAND HILL SHOPPING CENTER**

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS FOR THE SAND HILL SHOPPING CENTER ("REA") is adopted on March 20, 2019, by SAND HILL DEVELOPMENT, LLC, a Colorado limited liability company, whose address is c/o Armstrong Capital Development, 4643 S. Ulster Street, Suite 240, Denver, Colorado 80237 ("Declarant").

ARTICLE 1: PRELIMINARY

1.1 Purpose. The Declarant is the owner of that parcel of real property located in the City of Colorado Springs, County of El Paso, State of Colorado legally described on attached Exhibit "A" and plans to develop and operate the Sand Hill Shopping Center on said property as an integrated retail development for the mutual benefit of all real property owners and their tenants therein. Therefore, the Declarant hereby adopts this Declaration of Restrictions and Grant of Easements for the Sand Hill Shopping Center.

1.2 Definitions. The following terms shall have the definitions ascribed to them below.

(a) **"Agreement of the Owners":** Whether or not capitalized, means the affirmative vote or written consent of any percentage greater than seventy five percent (75%) of the Owners entitled to vote on any matter. The provisions of Section 2.5(b) of this REA shall govern the process of obtaining the Agreement of the Owners.

(b) **"Amendment":** An agreement by and between the Owners which serves to amend this REA in accordance with Section 10.5 below.

(c) **"Assessment":** A monetary obligation as provided within this REA.

(d) **"Building Area":** All that area on each Lot that is not included in Common Area, as depicted in the Common Area Plan a copy of which is attached as Exhibit B.

(e) **"City":** The City of Colorado Springs, Colorado, a Colorado municipal corporation.

(f) **"Common Area":** The Drive Aisles, landscaped areas, Shopping Center Signage, walkways, light standards, curbing, paving and other similar site improvements located within the Common Areas within the Shopping Center as depicted in the Common Area Plan a copy of which is attached as Exhibit B.

(g) **"Common Area Improvements":** All Shopping Center Signage, traffic directional arrow signs and other signs, asphalt, paving, concrete landscape, bumper guards, landscape planters and other landscaped areas, lighting, walls and fences, detention ponds, drainage systems, Shopping Center interior circulation drives, utility pads and equipment, utility main lines installed by the Declarant in accordance with the Project Documents, sidewalks, walkways, and all other Common Area improvements provided for the common convenience of the Owners within the Common Areas. The term "Common Area Improvements" shall not include any equipment or utilities dedicated for a specific Owner, tenant, subtenant, licensee, and other party set out in Section 2.2(a), including but not limited

to directory/order signage, call/order equipment, ATM's, gasoline pumps, exterior equipment, or utility service lines, together with any subsequent additions, modifications, and replacements to the foregoing.

(h) **"County"**: El Paso County, Colorado.

(i) **"Declarant"**: Sand Hill Development, LLC, a Colorado limited liability company, as Owner of the Shopping Center.

(j) **"Drive Aisles"**: The drive aisles located within the Common Area of the Shopping Center and depicted on attached Exhibit "B," together with any future additions or modifications to the same. "Drive Aisles" shall include but not be limited to any drive lane that connects to a public right-of-way.

(k) **Intentionally Deleted.**

(l) **"Effective Date"**: That date on which this REA shall be first adopted and entered onto the preamble on page 1.

(m) **"Environmental Laws"**: means each and every applicable federal, state, regional, county, or municipal environmental or health and safety statute, ordinance, rule, regulation, order, code, directive, or requirement relating to the environment, Hazardous Substances, or health and safety, including without limitation the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., the Federal Water Pollution and Control Act, 33 U.S.C. §1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., and all federal, state, regional, county, or municipal statutes, ordinances, rules, or regulations relating to underground storage tanks, including, without limitation, the Federal Underground Storage Law, Subtitle I of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq., together with all amendments, successor statutes, ordinances, rules, regulations, orders, directives, or requirements now or hereafter existing.

(n) **"Hazardous Materials"**: means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) and amendments thereto or designated by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302) and such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is petroleum, asbestos, polychlorinated biphenyls, mold, or (a) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under any applicable federal, state or local law or regulation; (b) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (c) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); or (d) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

(o) **"Lienholder"**: Any mortgagee under a first mortgage, or beneficiary under a first deed of trust, holding a lien on any Lot. A Lienholder shall not be deemed to be an Owner for purposes of this REA until such time as said Lienholder acquires fee simple title to a Lot by judicial foreclosure, trustee's sale or otherwise.

(p) **"Lot"**: Lots 1 through 9, respectively, as shown on the Site Plan attached hereto as Exhibit A-1. The Lots are located at the northeast corner of the intersection of Marksheffel Road and Constitution Avenue in the City and County. Note: The description of the Lots set forth in Exhibit A-1 hereto shall control for all purposes related to this REA, regardless of how such lots or parcels may be described, or re-described, in any other plat or filing affecting the Property. For example, Lot 7 as described in Exhibit A-1 of this REA was required to be re-named Lot 1 under the plat of Sand Hill Filing No. 1 by the City as part of the development of the Property (and additional Lots of the Project may be required to be re-named to other lot or pad numbers as part of the development process). Such re-naming, whether occurring prior to or after the recording of this REA, shall not alter or amend the description and definition of the Lots set forth in Exhibit A-1 for the purposes of this REA.

(q) **"Manager"**: The Declarant shall serve as the Manager until the issuance of the last certificate of occupancy for the first building to be built on each Lot. In the case of a multi-tenant or occupant building on a Lot, the last certificate of occupancy issued for a tenant or occupant in the building shall be deemed the certificate of occupancy for such Lot for this purpose ("Transition Date"). Following the Transition Date, Declarant's appointment as Manager shall terminate without any further action of the Owners or Declarant, and thereafter the Owner of Lot 1 shall serve as Manager ("Declarant Turnover") under the terms of this REA. The Manager may act either in its own right or through a designated property manager.

(r) **"Owner"**: The record holder of fee simple title to a Lot (including heirs, personal representatives, successors and assigns, as applicable).

(s) **"Permittees"**: Owner, Prime Lessees, tenants, contractors, employees, agents, licensees and invitees, and the subtenants, contractors, employees, agents, licensees and invitees of any Owner, Prime Lessee and tenants.

(t) **"Person"**: Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

(u) **"Prime Lessee"**: A third party not affiliated with an Owner and whose proposed use is not prohibited under Article 7 who enters into a lease (including a ground lease or building lease) for all of a Lot and the Building Area thereon as a lessee. "Prime Lessee" includes the successors and assigns of the Prime Lessee but does not include the sub-lessees, licensees, or concessionaires of the Prime Lessee. An Owner may assign to a Prime Lessee such Owner's voting rights to approve or otherwise consent to or vote for specific matters or categories of issues for which a vote under this REA is required (e.g., Common Area maintenance budgeting under Section 5.9, electing new Manager, etc)(the "Assigned Voting Rights"), for which the Prime Lessee shall be deemed the "Owner" for purposes of such Assigned Voting Rights in accordance with this REA so long as the Prime Lessee remains in possession and occupancy of the subject leased premises pursuant to a valid, uncontested lease. An Owner assigning any Assigned Voting Rights under this REA to a Prime Lessee shall (i) provide prompt written notice to

the Manager of such assignment together with full contact information for the Prime Lessee as provided for in Section 10.10 Notices; and, (ii) shall remain primarily liable as an Owner under this REA for its performance and the performance, actions and in-actions of its Prime Lessee assignee.

(v) **"Project Documents"**: The Shopping Center governing documents, as they may be amended from time to time, approved by the City (and any other governmental authority exercising jurisdiction over the Shopping Center, if applicable) including but not limited to the Site Improvement Plan, Subdivision Plat, Architectural Guidelines (if adopted by the Declarant) and Planned Sign Program; together with all amendments or modifications thereto approved by the City (or other applicable governmental authority) as more specifically set out as Exhibit "E." In the event of any conflict between this REA and any Project Documents the latter shall govern and control.

(w) **"Proportionate Share"**: The initial allocation of all expenses associated with the maintenance and insurance of the Common Area shall be allocated based on each Lot's square footage as a percentage of the Shopping Center as follows:

Lot #	Lot SF	Proportionate Share
1	57,328	13.68%
2	57,324	13.68%
3	16,619	3.97%
4	35,535	8.48%
5	29,692	7.09%
6	75,686	18.06%
7	40,123	9.57%
8	26,497	6.32%
9	80,271	19.15%
TOTAL	419,075	100.00%

To the extent that Lot sizes are modified, the Proportionate Share of the modified Lots shall be updated to reflect the new Proportionate Share such that at all times the total Proportionate Share for the Shopping Center shall equal 100.00%.

(x) **"Restrictions"**: The easements, covenants, use restrictions, liens and encumbrances contained in this REA.

(y) **Intentionally Deleted.**

(z) **Intentionally Deleted.**

(aa) **"Shopping Center"**: That parcel of real property described on the attached Exhibit "A", as further depicted on the site plan attached Exhibit "A-1" ("Site Plan"). The Shopping Center will be known as "The Sand Hill Shopping Center."

(bb) **"Shopping Center Signage"**: The monument signage located within the Common Areas as shown on Exhibit B.

ARTICLE 2: BUILDING AND COMMON AREA DEVELOPMENT

2.1 Building Location and Maintenance. All of the Owners' buildings and other structures shall be placed or constructed upon the Lots only in the Building Areas; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting the same), building or wall foundations, utility cabinets and meters, may project from the Building Area into or be installed in the Common Area subject to Section 2.2(c). All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto and the applicable Project Documents. Each Owner shall maintain or cause to be maintained the Building Area on such Owner's Lot in a quality and condition comparable to that of first class shopping centers of comparable size and nature located in the City, which duty shall include, but not be limited to:

(a) **Building Exterior.** Maintaining, repairing, replacing and cleaning the exterior to all structures and buildings including but not limited to exterior walls, facades, awnings, windows, roofs (to the extent visible from ground level, e.g. sloped roof), entries, lighting, exterior trash areas, and building signage when necessary.

(b) **Drive Lanes and Parking Areas.** Maintaining, repairing, replacing, cleaning, sweeping and striping of all drive lanes and parking areas in a smooth and evenly covered condition. All parking lot areas within a Lot shall be restriped no less than once every three years.

(c) **Debris and Refuse.** Periodic removal of all papers, debris, filth, refuse, ice and snow, including plowing to the extent necessary to maintain safe conditions for the Shopping Center's invitees.

(d) **Sign and Markers.** Placing, cleaning, keeping in repair, replacing and repainting any appropriate directional signs or markers, including any handicapped parking signs.

(e) **Lighting.** Keeping in repair, cleaning and replacing when necessary such Common Area lighting facilities, including lamps, ballasts and lenses as may be reasonably required.

(f) **Landscaping.** Maintaining all landscaped areas including landscaping, irrigation and planters in an attractive and healthy condition and replacing landscaping when necessary.

(g) **Sidewalks.** Maintaining, cleaning, repairing and replacing of all sidewalks, including those adjacent and contiguous to buildings and Common Areas. Sidewalks shall be cleaned and swept at appropriate intervals during such time as shall not interfere with the conduct of business or reasonable use of the sidewalks.

2.2 Common Area

(a) **Use.** The Common Area is hereby reserved for the non-exclusive use of all Owners and Permittees. The Common Area may, to the extent so designated and striped, be used for non-exclusive vehicular, pedestrian and bicycle traffic and for no other purpose unless otherwise specifically provided for in this REA.

(b) **Initial Development.** The Declarant has prepared a plan for Common Area Improvements a copy of which is attached as Exhibit B ("Common Area Plan"). The Common Area Plan may be modified by Declarant from time to time with respect to any Lot prior to or in connection with the sale or development by Declarant of any such Lot provided that no change in the Common Area Plan

shall unreasonably impair the functioning of the Common Area for the permitted uses thereof as provided in this Declaration and provided that any such modification shall not unreasonably and adversely affect any Owner without the written consent of such Owner. Declarant shall cause to be constructed the Common Area Improvements in accordance with the Common Area Plan and the Project Documents as the same may be modified from time to time.

(i) Curb and gutter along the Drive Aisles shall not be installed by Declarant. The cost and responsibility for installing any curb and gutter required by the City along the Drive Aisles, or elsewhere on a Lot, shall be the sole responsibility of Owner(s) of the respective Lot(s). Upon an Owner installing of curb and gutter along a Drive Aisle in a manner reasonably satisfactory to the Manager, such curb and gutter shall become a Common Area Improvement, and the costs of maintaining, repairing, and replacing such curb and gutter shall be a Common Area Expense, as defined herein.

(c) Changes and Additions within Common Areas.

(i) After the initial development of the Common Area, but prior to the Transition Date, no buildings, structures or other improvements shall be placed in the Common Area without the written approval of the Declarant. After the Transition Date, no buildings, or structures or other improvements shall be placed in the Common Area without the unanimous approval of the Owners in conformity with the process set forth in Section 2.5(b).

(ii) After the initial development of the Common Area the sizes, arrangements or locations of the Common Area Improvements, including, by way of example only, Drive Aisles, landscaped areas and Shopping Center Signage may not be changed without the written approval of the Declarant prior to Transition Date, or without the unanimous approval of the Owners in conformity with the process set forth in Section 2.5(b) after the Transition Date.

2.3 Type and Design of Buildings

(a) Architectural Approval Required – Prior To Transition Date. Each building, site work and other structure constructed in the Shopping Center following execution of this REA and prior the Transition Date shall be of first-quality construction and architecturally designed so that its exterior elevations (including, without limitation, signage, materials, color, landscape materials and site materials) will be architecturally and aesthetically compatible and harmonious with all other Lots in the Shopping Center as reasonably determined by the Manager. Each Lot in the Shopping Center shall initially be constructed in conformance with the approved design standards contained in the applicable Project Documents, as such standards may subsequently be amended by the Declarant. Prior to the Transition Date, no Lot may be re-constructed or the exterior of any existing building materially changed in any (including, without limitation, signage, materials, color, landscape materials and site materials) without the prior written approval of by the Declarant. Neither the Manager nor Declarant may withhold approval of a proposed building or modification if such proposal is architecturally and aesthetically compatible and harmonious with all other Lots in the Shopping Center and in compliance with the Project Documents, in the Manager's or Declarant's reasonable discretion.

(b) Architectural Approval Required – After Transition Date. After the Transition Date, no building may be re-constructed, the exterior of any building materially changed in any way

(including without limitation signage materials and color), or any material site work performed without the approval of the City.

(c) **Attachments**. No Owner shall have the right to make any attachment whatsoever to another Owner's building without such other Owner's prior written approval, which may be withheld in such other Owner's sole and absolute discretion.

(d) **Fire Protection**. Every building in the Shopping Center, if required by the City, shall be equipped with automatic sprinkler systems which meet all the applicable standards of the National Fire Protection Association and the requirements of the City or any other governmental agency exercising any jurisdiction over the building.

(e) **Structural Integrity**. No building or other structure in the Shopping Center shall be built in such a manner as to adversely affect the structural integrity of any other building or structure in the Shopping Center.

(f) **Height**. All buildings and other structures in the Shopping Center shall be single story. No building or other structure located in the Shopping Center shall exceed thirty (30) feet in height, including mechanical fixtures and equipment and screening for the same. No mezzanine or basement shall be used for the sale or display of merchandise or for the offer or provision of retail services to the public.

2.4 Construction Requirements

(a) **Standards**. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building or Common Area Improvements located in the Shopping Center shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay access to or from the Shopping Center (or any part thereof). Unless otherwise specifically stated herein, the applicable Owner, shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all buildings and Common Area Improvements damaged or destroyed in the performance of such work.

(b) **Liens**. An Owner shall not permit any liens to stand against any Lot for any work done or materials furnished in connection with the performance of the work described in subparagraph (a) above; provided, however, that the applicable Owner may, at its own expense, contest the validity of any such lien, but no later than thirty (30) days following notice of such lien, shall cause any such outstanding lien or claim of lien to be released of record or bonded around in accordance with applicable law. The Owner shall indemnify, defend and hold harmless the other Owners from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action of any kind whatsoever, arising out of or in any way connected with the performance of such work by the indemnifying Owner except to the extent caused by the negligent or willful act or omission of the indemnified Owner, its tenants, subtenants, agents, contractors or employees.

(c) **Encroachments**. The Owners acknowledge and agree that temporary incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement,

alteration or expansion of buildings, signs and Common Area Improvements located in the Shopping Center. Such temporary encroachments are permitted so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the improved Common Area or with the normal operation of any business in the Shopping Center.

2.5 Approval Procedures.

(a) **Declarant Approval.** Prior to Transition Date, an Owner seeking Declarant's approval of any matter required by this REA shall submit sufficient information to the Declarant to enable the Declarant to make a decision. Upon receipt of an application, the Declarant shall provide the applicant with written confirmation of the sufficiency of the materials provided ("Notice of Complete Application"). The Declarant must then approve, approve with conditions, or disapprove an application within (30) days after the date of issuance of the Notice of Complete Application in its reasonable discretion. If Declarant disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If Declarant fails to approve or reject an application within such thirty (30) day period, Declarant shall be deemed to have approved the same. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(b) **Owner Approval.** Following the Transition Date, the Manager or any Owner seeking the other Owners' approval of any matter required by this REA shall submit sufficient information to the Manager to enable the Owners to make a decision. Upon receipt of a request for approval, the Manager shall provide the applicant with written confirmation of the sufficiency of the materials provided ("Notice of Completeness"). Within three business days of issuance of the Notice of Completeness, the Manager shall transmit a written notice to all Owners of the request for approval ("Manager's Notice"), which shall contain an explanation of the matter to be decided in reasonable detail along with copies of all materials relating to such request. The Manager's Notice shall inform the Owners that each Owner may vote upon the request for approval by responding within thirty (30) days of the date of issuance of the Manager's Notice. Each Lot shall have only one (1) vote exercisable in writing within thirty (30) days of receipt of the Manager's Notice. The Owners of each Lot (if consisting of more than one Person) shall agree among themselves and designate in writing to the Manager a single Person who is entitled to cast the vote for that Lot. If the Owners of any such Lot cannot agree who shall be entitled to cast the single vote for that Lot, or if the Owners fail to designate the single Person who is entitled to cast the vote for that Lot, within thirty (30) days after the date of issuance of the Manager's Notice then such inaction shall be deemed an Owner's approval. The Owners may approve, approve with conditions, or disapprove any request for approval with such 30 days, in their reasonable discretion. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

ARTICLE 3: EASEMENTS

3.1 Ingress and Egress. Declarant and each Owner hereby grants to the Declarant, other Owners and their Permittees, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic over and across that portion of such Owner's Lot that is reasonably intended for

vehicular or pedestrian travel for the benefit of the Lots belonging to the other Owners and itself. The reciprocal rights of ingress and egress set forth herein shall apply to each Lot.

3.2 Parking. Each Owner, with the exception of the Owner of Lot 7, hereby grants to the other Owners and their Permittees, for the benefit of the Lots belonging to the other Owners and itself, as grantees, a nonexclusive easement for vehicular parking upon that portion of such Owner's Lot that is reasonably intended for vehicular parking, except for those areas devoted to dedicated short term parking set out in Section 2.1. The reciprocal parking rights set forth herein shall apply to each Lot, with the exception of Lot 7. Each Owner will be permitted to designate up to three (3) parking spaces per 1,000 sf of occupiable building area for "pick-up and delivery" or other short term, i.e. 15 minute, parking needs for tenants immediately in front of and adjacent to their respective leased premises, and shall clearly mark such time-limited parking spaces with appropriate signage. Each Owner or tenant shall be required to provide adequate parking for its employees upon such Owner's or tenant's Lot and all employees will be required to park on the Lot in which they work.

3.3 Utility Lines and Facilities.

(a) **Easements.** Each Owner hereby grants to the Declarant and other Owners, for the benefit of the Lots belonging to the other Owners and itself, as grantees, a nonexclusive easement under, through and across the Common Area of such Owner's Lot for the installation, operation, maintenance, repair and replacement of storm water drainage systems or structures, water mains, sanitary sewers, water sprinkler and irrigation system lines, telephones and cable lines, electrical conduits, transformers or systems, gas mains and other public or private utilities or infrastructure (collectively "Facilities"). Each Owner agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the Facilities described herein provided such easements do not unreasonably interfere with the use of the Common Areas and enjoyment of the Shopping Center.

(b) **Construction Requirements.** All such Facilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are to be above ground providing such service (including, temporary service during the construction, maintenance, repair, replacement, alteration or expansion of any Common Area Improvements located in the Shopping Center). The installation, operation, maintenance, repair and replacement of such Facilities shall not unreasonably interfere with use of the improved Common Area or with the normal operation of any business in the Shopping Center. Declarant will install, maintain, repair and replace the utility mains initially required by the Project Documents within the Common Areas ("Common Area Facilities"), and the cost of maintaining, repairing and replacing the Common Area Facilities shall be deemed Common Area maintenance expenses. Any costs related to the installation, operation, maintenance, repair and replacement of Facilities installed by an Owner across another Owner's Lot or the Common Areas, or dedicated by usage for the benefit of a specific Lot ("Owner Facilities"), shall be solely borne by the Owner of such Lot. Each such installation, operation, maintenance, repair and replacement of Facilities, including any damage to the Common Area resulting from such use, irrespective of cost responsibility shall be to the original or other applicable specifications contained in the Project Documents or as required by the utility provider. Each Owner installing Owner Facilities shall provide as-built plans for such Owner Facilities to the Owner of the Lot upon which such

utility lines and facilities are located, if applicable, within thirty (30) days after the date of completion of construction of same.

(c) **Relocation.** At any time and from time to time an Owner shall have the right to relocate on its Lot any Owner Facilities installed pursuant to the foregoing grant of easement which is located on the land of such Owner, provided that any such relocation (i) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owner of the Lot served by the Owner Facilities; (ii) shall not unreasonably interfere with or diminish the service to the Lot(s) served by the Owner Facilities or shall provide for temporary service during such relocation; (iii) shall not reduce or unreasonably impair the capacity or function of the Owner Facilities; (iv) shall be performed without cost or expense to the Owner of any other Lot; and, (v) shall provide for the original and relocated area to be restored to their original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated Owner Facilities to the Owner(s) whose Lot is served by such Owner Facilities within thirty (30) days after the date of completion of such relocation.

3.4 Self-Help and Other Remedies.

(a) Each Owner, as grantor, hereby grants to the other Owner, as grantee, for the benefit of the Lot belonging to the other Owner, an easement to enter the grantor Owner's Lot for the following purposes:

(i) To perform such work on the grantor Owner's Lot as is necessary to cure any default by the grantor Owner under this REA.

(ii) To perform any obligations or exercise any other rights the grantee Owner has under this REA.

(iii) The rights set forth in this Section are subject to the notice and cure rights set forth in Section 10.9, below, except in the event of: (i) an emergency or other threat to public health or safety; or (ii) blockage or material impairment of easement rights or access to any Lot, a curing Owner may immediately cure the same and be reimbursed by the defaulting Owner upon demand for the reasonable cost thereof in the manner set forth in Paragraph 10.9.

(iv) The remedies specified herein are cumulative and in addition to all other remedies permitted at law or in equity.

ARTICLE 4: INSURANCE, DAMAGE AND DESTRUCTION

4.1 Insurance. The Manager shall provide as of the completion of the Common Area Improvements commercial general liability insurance insuring the Manager against claims for personal injury, death, or property damage arising from the activities of the Manager under Article 5 and identifying all Owners as named insureds. Such insurance shall comply with the requirements for the Owners' commercial general liability insurance set forth in Section 4.2 of this REA, and the premium for such insurance shall constitute a Common Area expense. The Manager shall furnish the Owners and any other insured party with a certificate evidencing such insurance upon request.

4.2 Public Liability Insurance; Indemnification. Each Owner, with respect to its Lot and the operations thereon (including without limitation all Common Areas located on such Lot), shall maintain

in full force and effect commercial general liability insurance with a financially responsible insurance company or companies licensed to issue insurance in the State of Colorado. Such insurance must provide for a limit of not less than One Million Dollars (\$1,000,000.00) each occurrence, with Two Million Dollars (\$2,000,000.00) annual aggregate limit, Two Million Dollars (\$2,000,000.00) products/completed operations aggregate limit, One Million Dollars (\$1,000,000.00) personal injury limit, and Ten Thousand Dollars (\$10,000.00) medical payment limit. Each Owner ("Indemnitor") covenants and agrees to indemnify, defend, and hold harmless the other Owner ("Indemnitee") from and against all claims, costs, expenses, damages and liabilities (including reasonable attorneys' fees and cost of suit incurred in connection with all claims) arising from any action or proceeding arising from, or as a result of, the death of, or any accident, injury, loss or damage caused to any Person, or to the property of any person or entity which shall occur on the Lot owned by each Indemnitor, except for claims caused by the negligence or willful act or omission of an Indemnitee or their contractors, agents or employees.

4.3 Property Coverage Insurance. Effective upon commencement of construction of improvements each Owner will carry or cause to be carried initially Builder's Risk insurance, and following completion of construction Special Form (or Open Peril) property insurance, with a financially responsible insurance company or companies, in an amount at least equal to full replacement cost of the buildings, improvements, and Common Area Improvements located on its Lot for a period of twenty-five (25) years from issuance of a certificate of occupancy, and thereafter in commercially reasonable amounts based upon the age and condition of the buildings and improvements in question.

4.4 Release of Liability. Notwithstanding anything to the contrary contained in this REA, each Owner (a "Releasing Owner") hereby releases for itself and on behalf of its insurer, the other Owners and their beneficiaries of the easements granted in this REA (the "Released Parties") from any liability for any loss or damage of the Releasing Owner that: (a) is covered and recovered by existing property insurance maintained pursuant to Section 4.3; (b) would have been covered by property insurance required to be carried under Section 4.3 if the Owner has failed to obtain such coverage; or (c) is included within self-insurance maintained in accordance with Section 4.5 below in lieu of the property insurance specified in Section 4.3, irrespective of any negligence on the part of the Released Parties which may have contributed to or caused such loss. Each Owner agrees to use reasonable efforts to obtain, if needed, appropriate endorsements to its policies of property insurance with respect to the foregoing release; it being understood, however, that failure to obtain such endorsements shall not affect the release hereinabove given unless coverage is voided as a result of the release, in which event the release shall be waived.

4.5 Self-Insurance. The insurance described herein may be carried under a policy or policies covering other liabilities, properties, and locations of such Owner, or a subsidiary, affiliate, or controlling corporation of the Owner; provided, however, that the insurance required to be carried under this REA may be carried under any plan of self-insurance from time to time maintained by an Owner or Prime Lessee, on condition that the Owner so self-insuring has and maintains net current assets of at least \$50,000,000.00, and that any Owner, or its subsidiary, successor, affiliate or controlling corporation so self-insuring, shall furnish to any other Owner requesting the same, evidence of net current assets of at least \$50,000,000.00. The annual report of any such Owner that is audited by an independent certified public accountant shall be evidence of its net current assets; to the extent an Owner's financial

statements are publicly available, such statements shall be evidence of such Owner's net current assets. To the extent any deductible is permitted or allowed as a part of any insurance carried under this Section, the Owner shall be deemed to be covering the amount thereof under a plan of self-insurance.

4.6 Restoration. Each Owner covenants to and with the other Owners that in the event of any damage or destruction to all or any portion of the Improvements on its Lot, it will, as soon as practical but not longer than three (3) months following the damage or destruction, use commercially reasonable efforts to commence to design, rebuild and restore the Improvements and diligently pursue such design, rebuilding and restoration to completion, or in the alternative demolish, fill, grade, and clean the site so that all debris and materials have been removed, and cover the site with one inch (1") asphalt or other acceptable dust cap to prevent the proliferation of dust and weeds. During the interim three (3) month period, the Owner whose property has been damaged or destroyed shall secure any damaged or destroyed area and barricade it in a fashion so that there is minimum interference with the Common Areas and the other businesses in the Shopping Center.

4.7 Types and Limits. Each insurance policy required by this REA shall be written with a financially responsible insurance company with a minimum Best's rating of A-VIII or equivalent replacement. The Manager may review the insurance company rating, the minimum insurance limits, and self-insurance net worth requirements set forth above approximately every five (5) years and may adjust such limits or insure with another company if circumstances warrant by Agreement of the Owners. Each Owner further agrees to furnish annually to the other Owners a certificate of insurance (or a statement of self-insurance) evidencing that the required insurance is in full force and effect (or the self-insurance requirements has been satisfied). Any required insurance policy or policies under this REA shall contain a provision that the same may not be canceled without at least thirty (30) days' prior written notice being given by the insurer to all Owners.

4.8 Prime Lessee's Insurance. An Owner may discharge its obligations under this Article 4 by causing a Prime Lessee of such Owner's Lot to maintain at all times at least the insurance coverages imposed upon such Owner hereunder (or self-insurance if permitted under Section 4.5) in accordance with the provisions of this Article 4 and any other requirements established by the Owner for its Prime Lessee.

4.9 Lot 7 Insurance. Nothing in this Article shall require the Owner of Lot 7 or 7-Eleven to carry any insurance over, above or different than that required under 7-Eleven's written lease of Lot 7, for as long such lease is in effect.

ARTICLE 5: COMMON AREA MAINTENANCE, INSURANCE AND PROPERTY TAXES

5.1 General. The Common Areas within the Shopping Center shall be collectively operated, maintained and insured (together "Common Area Expenses") and annually budgeted as hereinafter set out in this Article 5 by the Manager. At such time as of the completion of the Common Area Improvements the Manager will commence the maintenance of the Common Areas to keep them in good condition and repair, clean and free of rubbish and other hazards to persons using such Common Areas to ensure that Shopping Center is maintained in a manner consistent with a first-class shopping center located in the City, and in compliance with the applicable provisions of this REA and the Project Documents and other requirements of the City.

Maintenance and operation of the Common Areas will include, without limitation, the following:

(a) maintenance, repair, and resurfacing or replacement of the paved surfaces of the Drive Aisles and sidewalks located within the Common Areas and the adjacent sidewalks, in a level, smooth and evenly covered condition with the type of surfacing material originally installed on such, or such substitute as will in all respects be equal to it in quality, use, appearance, and durability;

(b) removal of papers, debris, filth, graffiti and refuse from the Common Areas, washing and/or thorough sweeping of the Common Areas;

(c) maintenance, repair, and replacement of the Drive Aisles, directional signs, markers, lines, and lights located within or used in connection with the Common Areas as reasonably required and in accordance with the practices prevailing in operation of first-class shopping centers located in the City;

(d) operation, maintenance, repair and replacement of artificial lighting facilities located within or used in connection with the Common Areas including re-lamping when needed;

(e) operation, maintenance, repair and replacement of landscaping located within the Common Areas necessary to maintain in first-class condition and in accordance with the applicable provisions of this REA and the Project Documents and other applicable City requirements, including automatic irrigation systems, water and irrigation lines, shrubs and trees (for example, trees and shrubbery will be properly pruned or otherwise controlled to prevent any condition of overgrowth);

(f) operation, cleaning and maintenance of the Shopping Center Signage in accordance with the applicable provisions of this REA and the Project Documents, including re-lamping and repairs to components other than the sign panels (which are the responsibility of the party whose business is displayed) and specifically excluding any signs within a Building Area or other individually owned signs or tenant sign panels on the Shopping Center Signage;

(g) payment of all electrical, water, sewer and other utility charges or fees for services furnished to the Common Areas, including, if applicable, the monthly reading of any sub-meter for irrigation of the landscaping included within the Common Areas;

(h) snow and ice removal from the Drive Aisles and sidewalks located within the Common Areas;

(i) supervision and security of the Common Areas as necessary;

(j) maintenance, repair, and replacement, when necessary, of all retaining and screening walls, including, without limitation, all fences, walls or barricades constructed within the Common Areas;

(k) maintenance, repair, and replacement, when necessary, of all storm drains, sewer lines, detention ponds, water quality facilities, water lines, electrical lines, telephone lines and other utility lines and facilities included in the Common Areas and not dedicated to the public entity or conveyed to any public or private utility or the City as may be required by the Project Documents;

(l) keeping all the directional signs and lighting for the Drive Aisles located on Common Areas illuminated from dusk to dawn or during such other times required by applicable governmental regulations;

(m) contracting with a third party or parties, including Declarant's affiliated property management company, to perform any or all of the services described herein; provided, however, that the Manager shall remain responsible for the performance of all of said services in accordance with the terms of this Article and for the performance of any such third party or parties under any applicable contract or contracts; and,

(n) any capital improvements or budget contingency or reserve for replacements related to the Common Areas.

5.2 Common Area Insurance. Manager shall be responsible for securing insurance for the Common Area as of the construction of the Common Area Improvements and for the timely premium payment before it shall become delinquent as a Common Area Expense.

5.3 Property Taxes. Each Owner shall pay, or cause to be paid, on or before the respective dates when the same shall become delinquent, all real estate taxes and assessments levied and assessed on the Lot and improvements on the Lot of such owner, including all land and improvements thereon included in the Common Areas, and shall, upon request of the Manager, exhibit to the Manager receipts for all taxes and assessments required to be paid by such Owner. Notwithstanding the foregoing, an Owner shall have the right to contest, at such Owner's cost and expense, any assessment or levy of taxes and assessments so long as the validity or amount thereof is contested in good faith and non-payment of such taxes and assessments will not result in loss of title of the Owner.

5.4 Accounting Standards. The cost of maintenance and operation of the Common Area referred to herein means the total of all items of direct cost and expense necessarily expended for the management, operation, maintenance, repair and replacement of the Common Area and shall be determined in accordance with generally accepted accounting principles. Such costs will include wages, salaries and fringe benefits for non-management personnel (including social security, withholding and workmen's compensation contributions paid to any property management company's non-management personnel for this location who only perform functions properly allocated to the Common Area maintenance and operation); the Manager's service fee provided for in Section 5.9(g) below; all rental charges for required equipment; and the cost of all required tools and supplies.

5.5 Exclusions from Common Area Expenses. Notwithstanding anything herein to the contrary, the cost of maintenance and operation of the Common Areas to be charged to the Owners hereunder shall not include: (i) the cost of the original construction of the Common Areas; (ii) interest on payments related to any financing of the Shopping Center; (iii) the cost of correcting defects in or an inadequacy of the initial design or construction of the Common Areas that occur during the first year following construction of the Common Area Improvements; (iv) legal and other fees, leasing commissions, advertising expenses and other costs incurred in connection with the development, leasing and re-leasing of the Shopping Center; (v) any item to the extent the Manager (or Owner) is reimbursed by insurance or otherwise compensated; (vi) any bad debt loss, rent loss or reserves for bad debt or rent loss; (vii) any interest or penalties incurred as a result of Manager failing to pay a bill when the same

shall become due; (viii) the cost of renting or leasing any item if the purchase price would not properly be included as a reimbursable expense hereunder; (ix) the cost of removing or remediating any Hazardous Materials (as defined in Section 1.2(n)) unless the Manager is legally required to remove or remediate any such Hazardous Substance and is unable to recover the removal or remediation costs from the responsible party(ies) following commercially reasonable efforts to do so; (x) any and all costs associated with the operation of the Manager's entity; (xi) any expenses due to the gross negligence or willful misconduct of the Manager; (xii) any expenses due to the gross negligence or willful misconduct of an Owner its Permittees, unless the Manager is unable to recover the remediation costs from the responsible party(ies) following commercially reasonable efforts to do so; and (xiii) any restoration costs after a casualty to the Common Area Improvements to the extent such costs are covered by insurance.

5.6 Manager Indemnity. To the extent not covered by the insurance provided for in Article 4, the Manager, and any professional property management company or contractor retained by the Manager to the extent that it performs any of the Common Areas maintenance obligations under this Article 5, agrees to indemnify, defend, and hold harmless the Owners from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings, and causes of action, for injury to or death of any person or property damage on the Common Areas and arising out of the gross negligence or willful misconduct of the Manager or professional management company or contractor, as applicable, unless caused by the negligent or willful act or omission of the indemnified person, its agents, contractors, Permittees or employees.

5.7 Lighting. The schedule for artificial lighting shall include keeping all the directional signs and lighting for the Drive Aisles located on Common Areas illuminated from dusk to dawn or during such other times required by applicable governmental regulations.

5.8 Manager's Maintenance Duties; Resignation and Replacement of the Manager.

(a) The Manager has the right to contract from time to time a person or persons to provide service upon commercially reasonable terms for the Common Areas or portions of them, provided that such selection does not diminish the Manager's obligation to direct the maintenance and operation of the Common Areas. Each Owner will pay to the Manager, as its respective share of the costs of maintenance and operation of the Common Areas, a Proportionate Share of such costs as are provided for in the percentages provided for in Section 1.2(w). The Manager will be responsible to invoice the Owners, who shall each pay its Proportionate Share of such costs.

(b) The Manager shall have the right to resign its position as the Manager upon at least ninety (90) days prior written notice to the Owners. Following the resignation, a new Manager shall be selected by Agreement of the Owners. During any period when the Owners fail to agree upon a new Manager as provided in this paragraph, or if there is no Manager for any reason, the provisions of Section 5.9 below shall apply. Any successor Manager under this Article 5 shall agree to be bound by the terms and conditions of this Article 5 and to perform the duties of the Manager as set forth herein.

(c) Prior to the Transition Date, the Manager may not be removed by the Owners. After the Transition Date, the Manager may be removed, and a new Manager appointed, by the

Agreement of the Owners.**5.9 Budget and Reimbursement of Manager.**

(a) The Manager shall contract and provide for the payment of all of the Common Area Expenses set out in this Article 5 and shall each year provide for an annual budget for the Common Area Expenses (the "Common Area Budget") reasonably determined by Manager in its sole discretion.

(b) At least sixty (60) days prior to the completion of construction of the Common Area Improvements, and thereafter by March 31st of each calendar year during the term of this REA, the Manager shall provide to each of the Owners for an annual Common Area Budget covering, respectively, the First Partial Maintenance Budget Year (as hereinafter defined) and each Maintenance Budget Year thereafter, together with any backup materials reasonably requested by an Owner. For purposes of this Section 5.9, the term "First Partial Maintenance Budget Year" shall mean the period running as of the commencement date of the first tenant to occupy any building on any Lot to December 31st of that current calendar year. The term "Maintenance Budget Year" shall mean the period running from the January 1st following the First Partial Maintenance Budget Year and continuing through December 31st for each corresponding twelve (12) month period thereafter.

(c) Except as may be reasonably necessary or desirable for resurfacing and restoring the Drive Aisles, the Manager shall not increase the Common Area Budget in any one fiscal year from the preceding year by more than 7.0% without the Agreement of the Owners.

(d) Intentionally Deleted.

(e) In the event of an emergency within the Common Areas that requires immediate repair, the Manager may immediately, or at such other time as Manager believes is reasonably appropriate, cause such repairs be made to remedy the emergency and incur the cost or expense for such repair ("Emergency Expense"). Each Owner shall pay to the Manager its proportionate share of the Emergency Expense within thirty (30) days of receipt of the Manager's invoice and reasonable backup documentation therefor. For purposes of this Article, an "emergency" necessitating repair or replacement shall be one which presents an imminent threat or danger of harm to person or property, loss of utility such as a broken electrical line or water line, or loss of access for which delay would cause further threat or damage or would further endanger person or property.

(f) In the event the Manager reasonably deems it necessary to incur an extraordinary cost or unexpected expense for the maintenance, repair or replacement of any portion of the Common Areas exceeding \$10,000.00 per event, which expense has not been set forth in the current year Common Area Budget and which repair or replacement is not an emergency, the Manager shall request the Agreement of the Owners for such expenditure as far in advance of such repair or replacement as is reasonably possible. If such request is approved by the Owners, then the Manager may undertake such work and the Owners shall be responsible for their pro rata share thereof. If such request is denied by the Owners, then the Manager may not undertake such work. If requested by any Owner, the Manager

shall follow the bidding procedures set forth in Section 5.9(d) with regard to any repair or replacement performed under this paragraph.

(g) The Manager agrees to perform its duties under this Section 5.9 with the objective of keeping expenses at a commercially reasonable minimum. The Manager shall either (i) retain and pay a property Manager engaged to provide Common Area maintenance services a commercially competitive fee not to exceed professional management fees paid to property Managers for first class shopping centers in the City, or (ii) elect to perform such duties itself and be paid the same management fee provided for in foregoing clause (i).

5.10 Common Area Assessments.

(a) The Manager shall submit to each Owner a schedule indicating one-twelfth (1/12th) of that Owner's Proportionate Share of the Common Area Budget as a monthly Assessment to be administered by the Manager to pay the expenses of insuring and maintaining the Common Areas, and all other amounts payable by Manager under this REA ("Common Area Expenses"), with the first monthly payment being due on the first day of January each year, and upon the first day of each month thereafter. For the First Partial Maintenance Budget Year, the Manager shall prior to the completion of construction of the Common Area Improvements, submit to each Owner a bill indicating a fraction (equal to one over the number of full months remaining in that First Partial Maintenance Budget Year) of that Owner's Proportionate Share of all budgeted expenses set out in the Common Area Budget with the first monthly payment being due on the first day of the first full month following the date the first tenant opens for business and on the first day of each month thereafter.

(b) Within ninety (90) days following the end of each calendar year, the Manager will prepare and provide to each Owner a reconciliation statement of the actual Common Area Expenses incurred in the prior year. In the event that the reconciliation reveals an under-assessment of the Common Area Expenses for the calendar year, the Manager will invoice each Owner for immediate payment. If the reconciliation discloses an over-assessment of the Common Area Expenses for the prior year, the Manager will apply the amount of such over-assessment to next subsequent assessments for the Common Area Expenses as they come due. Any Owner, upon not less than fifteen (15) days' prior written notice to the Manager, may inspect the Manager's records for all Common Area Expenses incurred during the preceding calendar year at the Manager's general offices or at such other location reasonably designated by the Manager at any time during reasonable business hours within one hundred eighty (180) days after the end of said calendar year.

5.11 Responsibility If No Manager.

(a) If there should at any time cease to be a Manager, and until such time as the Owners select a new Manager as provided in Section 5.8, each Owner of its own respective Lot shall perform and pay for the maintenance (Section 5.1) and insurance (Section 5.2) of the Common Areas on its own Lot, respectively. An Owner's failure to timely maintain, insure or pay the above expenses on its Lot shall constitute a default under this REA, and the provisions of Section 10.9 hereof shall apply.

(b) During any period in which the provisions of foregoing Section 5.11(a) are applicable, each Owner agrees to indemnify, defend and hold harmless the other Owners from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property arising out of the nonperformance of any of the obligations of such Owner arising under Sections 5.1, 5.2 and 5.3, unless caused by the negligent or willful act or omission of the indemnified party, its agents, contractors or employees.

ARTICLE 6: OPERATION OF COMMON AREA

6.1 Parking. There shall be no parking in the Common Area.

6.2 Intentionally Deleted.

6.3 Signs

(a) **Shopping Center Signage.** Subject to the applicable Project Documents and other governmental approval as may be required by the City, Declarant shall design and construct the freestanding monument Shopping Center Signage to be located on Marksheffel Road and Constitution Avenue, respectively, in substantially the form shown on the attached Exhibit "C". The Shopping Center Signage shall conform to the Project Documents.

(b) **Cost of Shopping Center Signage.** The initial cost of constructing and installing the Shopping Center Signage shall be borne by the Declarant, except that the initial and on-going maintenance cost of the Individual sign panels on the Shopping Center Signage shall be the individual tenants who display their names or logos. The on-going maintenance, repair and replacement costs the Shopping Center Signage shall be paid included as a Common Area expense.

(c) **Directional and Building Signs.** There shall be no other signs, except directional signs, menu board signs and approved tenant signs on buildings in the Shopping Center unless approved by the Manager in its sole discretion. Manager hereby approves 7-Eleven's standard fascia signage, and also a monument sign on Lot 7 to be used exclusively by 7-Eleven to display its logo and gas prices. Manager hereby also approves a monument sign on Lot 9 to be used exclusively by the owner or tenant of Lot 9. All exterior building signs on any Lot shall be restricted to identification of the businesses or services located or provided therein. No exterior building sign shall be placed on building walls except as otherwise designated in the Project Documents, extend above the building roof or be painted on the exterior building surface. All exterior building signs shall be illuminated until at least 11:00pm each night, and must comply with all City regulations and permits.

(d) **Shopping Center Signage Panels.** Subject to the applicable Project Documents and other governmental approval as may be required by the City, Declarant shall designate the Shopping Center Signage panel locations to be allocated to the Lots. Notwithstanding the foregoing, 7-Eleven shall be provided at least one (1) panel on said sign, which panel shall be of comparable size to the other panels on such monument sign.

6.4 Protection of Common Areas. The Manager shall have the right to take such steps as it deems necessary to prevent those persons not authorized to use the Common Area by this REA from using the Common Area for ingress, egress, parking or any other purpose in any manner inconsistent with first-class retail shopping centers in the City. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Shopping Center except along the common boundary line of any Lot with any other Lot; however, that any impairment on a Lot of access to or from the Shopping Center, or any part thereof, shall require that Owner's prior written approval, which may be withheld in such Owner's sole and absolute discretion.

6.5 Outside Sales. No portion of the Common Area shall be used for the sale or display of merchandise.

6.6 Prohibited Activities. Picketing and distribution of pamphlets, handbills or similar materials within the Shopping Center shall be prohibited.

ARTICLE 7: USE RESTRICTIONS

7.1 General Restrictions.

(a) **Retail Use Restrictions.** No part of the Shopping Center shall be used for any purpose other than for general retail sales; fuel sales; car wash facilities; automotive services and repair; retail services, including restaurants, bars and fitness; retail services with drive through facilities; educational facilities including child care; office uses, including professional and medical offices; and financial services uses.

(b) **Special Use Restrictions.** No part of the Shopping Center shall be used as an adult book or adult video store, marijuana retail, grow or paraphernalia store, hotel, motel, warehouse, animal kennel (but specifically including a veterinary clinic), mobile home park or trailer court; for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer; or for industrial purposes; for any bankruptcy sales or going-out-of-business sales; warehouse operating; assembling, manufacturing, refining, smelting, agricultural, or mining operations; mortuary; or flea market. No use shall be permitted in the Shopping Center which emits any obnoxious odor, noise or sound which can be heard outside of any building in the Shopping Center, except those that are typical to retail, gas station and restaurant operations maintained at reasonable levels.

(i) Notwithstanding the foregoing, nothing in this Agreement shall prohibit the sale of (i) magazines, books and other publications (including, without limitation, Playboy, Maxim, Penthouse and Cosmopolitan), movies, videos, CD's, DVD's and other media that, although containing material of a sexual nature, are of the type typically sold in national newsstands, national bookstores, national video stores, national electronic stores, or national convenience stores, (ii) the sale of books or literature oriented towards illegal or recreational drugs or the use of such drugs, paraphernalia or clothing associated with illegal or recreational drugs or (iii) the sale of rolling papers, lighters, over the counter tobacco products and any other products which are sold in national convenience stores in compliance with all applicable governmental requirements.

(c) **Exclusive Uses.**

(i) **General.** The Lots are to be developed as a retail center by Declarant to be leased and sold to various tenants some of which will require the right to exclusive uses within the Shopping Center, none of which exclusive uses shall conflict with the exclusive uses of the Lots as forth on Exhibit F. No Owner shall operate, or permit any tenant to operate, any business which conflicts with or is in violation of any exclusive uses set out in this REA at Exhibit "F" as it shall be amended and recorded from time to time as provided for in this Section. An Owner's failure to strictly adhere to the provisions of this Article 7 shall constitute a default under this REA.

Declarant, initially, and thereafter the Manager shall manage the exclusive uses applicable to the Shopping Center, and shall have the sole authority to grant new exclusive uses binding upon the entire Shopping Center. Manager reserves the right, in its sole discretion, to supplement Exhibit F to this REA to reflect additional exclusive uses granted by the Shopping Center to operators actively engaged in such uses within the Shopping Center by executing an instrument in writing and recording the same. All exclusive uses shall terminate upon the Owner or tenant closing such business (subject to reasonable closures for casualty repair or remodel), and such termination shall also be reflected by the amendment of Exhibit F. Manager shall record all amendments within thirty days of their effective date and shall provide each Owner a copy thereof. Each Owner shall append a copy of Exhibit F to each lease or sale agreement, as applicable, entered into with any tenant, ground lessee or purchaser of any Lot.

(ii) **Exhibit "F" – Exclusive Uses.** All Exclusive Uses granted pursuant to the provisions of this REA shall be set out on Exhibit "F" as it shall be amended from time to time and recorded and distributed as set out above.

7.2 Drive-up and Drive-Through Facilities. No vehicular drive-up or drive-through customer service facilities shall be located in the Shopping Center except as permitted by the Project Documents. All parking, stacking and queuing for a drive-up or drive-through facility will occur on the Lot where such facility exists, and will not obstruct the Drive Aisles or Common Areas.

7.3 Hazardous Materials. No Owner or tenant shall use or permit the use, handling, generation, storage, release, disposal or transportation of Hazardous Materials on, about or under its Lot except in the ordinary course of its business and in compliance with all Environmental Laws.

ARTICLE 8: CASUALTY AND CONDEMNATION

8.1 Casualty. If all or any portion of any building in the Shopping Center is damaged or destroyed by fire or other casualty, the Owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove the damaged portion of such building together with all rubble and debris related thereto in conformity with Paragraph 4.6.

8.2 Condemnation Any award—whether the same be obtained by agreement, prior to, or during any court action or by judgment, verdict, or order entered after any such court action, resulting from a taking or damaging by condemnation of the Shopping Center, or any portion or portions thereof, or any rights or interest in the Shopping Center or any portion or portions thereof, or resulting in a requisitioning of any part by public authority for any purpose arising out of a temporary emergency or other temporary circumstances—will be paid to the Owner owning such land so taken, with any other Owner who might have an easement or other property interest in land so taken hereby releasing or

waiving any property interest with respect to such award. The other Owner shall have the right to seek an award or compensation for the loss of its easement or property rights to the extent an award or compensation paid or allocated for such loss does not reduce or diminish the amount paid to the Owner of such land. If any portion of the total award is made for a taking of any portion of any Owner's Lot which at the time of such taking was Common Area, then the portion of such award (which will include the reciprocal easement interests of the other Owner) will be used to the extent necessary to replace the Common Area Improvements.

ARTICLE 9: ESTOPPEL CERTIFICATE

9.1 Notice. Each Owner and the Manager covenants that within twenty (20) calendar days following written request from any other Owner, it will issue to such other Owner, Lienholder of such other Owner, prospective Lienholder of such other Owner, or a prospective successor to such other Owner, an estoppel certificate stating at a minimum:

(a) Whether, to such Owner's actual knowledge, there is any default by the requesting Owner under this REA, and if there are known defaults, specifying the nature thereof in reasonable detail;

(b) Whether, to such Owner's actual knowledge, this REA has been assigned, modified, or amended in any way (and if it has, then stating the nature thereof) not otherwise permitted pursuant to the provisions of this REA;

(c) That, to such Owner's actual knowledge, this REA as of that date is in full force and effect.

(d) That, to such Owner's actual knowledge, that all outstanding assessments due by the requesting Owner, if any, have been paid in full.

9.2 Failure to Respond. An Owner's failure to provide an estoppel certificate as required by this Article 9 shall constitute a default under this REA. The Owners acknowledge and agree that failure of the timely delivery of an estoppel certificate as contemplated herein may cause immediate and irreparable damage to the requesting Owner and in connection therewith, the Owners agree, in addition to any other remedies set forth herein, that for each day beyond expiration of the 20 day period above that responding Owner fails to deliver an accurately prepared estoppel, such Owner shall be assessed a fee of One Thousand and No/100 Dollars (\$1,000.00). The requesting Owner, in addition to any other remedies available, may file an Assessment Lien, as more specifically set out in Section 10.9, for amounts owed under this paragraph.

9.3 Multiple Requests. If an Owner or the other parties identified in Section 9.1 request and receive from the other Owners more than two (2) such estoppel certificates during any period of twelve (12) successive months, then the requesting Owner shall reimburse the responding Owner upon demand for the reasonable costs and expenses incurred in connection with each additional certificate provided by the responding Owner.

9.4 Effect of Estoppel Certificate. An estoppel certificate shall constitute and give rise to a waiver and estoppel of any claim or defense by the party furnishing it to the extent such claim or defense

is based upon facts contrary to those asserted in the certificate which were known to the responding party. However, furnishing an estoppel certificate shall not subject the party furnishing it to any liability whatsoever (except by preclusion of a defense), notwithstanding the negligent or otherwise inadvertent failure of such party to disclose correct and/or relevant information.

ARTICLE 10: GENERAL PROVISIONS

10.1 Covenants Run with the Land. Each Restriction on each Lot shall be a burden on each Lot, shall be appurtenant to and for the benefit of the other Lots and each part thereof and shall run with the land except to the extent they may be amended pursuant to this REA. Each and all of the covenants, restrictions, conditions, and provisions contained in this REA (whether affirmative or negative in nature) are made for the direct, mutual, and reciprocal benefit of each Lot in the Shopping Center; will create mutual equitable servitudes upon each Lot in favor of every other Lot; will bind every Person having any fee, leasehold, or other interest in any portion of the Shopping Center at any time or from time to time to the extent that such portion or interest is directly affected or bound by the covenant, restriction, condition, or provision in question, or that the covenant, restriction, condition, or provision is to be performed on such portion; will inure to the benefit of the Owners and their respective heirs, personal representatives, successors, and assigns as to their respective Lots in the Shopping Center; and may not be transferred, assigned, or encumbered except as an appurtenance to a Lot.

10.2 Declarant's Reservations. Declarant shall, until such time as its authority to serve as Manager terminates as herein provided in Section 1.2 (q), reserve the right to amend this REA for the purposes set forth below, in its sole and absolute discretion. Any such amendment so exercised by Declarant shall not negatively or materially diminish the rights and obligations of the parties hereto and shall become effective with delivery of written notice of such amendment to each Owner under this provision. Each such amendment so exercised shall be recorded immediately following its effective date. The Declarant is authorized to amend this REA for the following purposes:

(a) Add real property to the Shopping Center subject to the provisions of this REA in which event this REA will be amended by the Manager to reflect the addition of such new lots and to modify other provisions hereof affecting the Shopping Center.

(b) Amend the Lot descriptions, size and configurations as initially set out on Exhibits "A" and "B" of this REA.

(c) Amend the Article 7, Use Restrictions, as provided therein.

(d) Form an Owner's Association, establish By-Laws and a declaration of covenants, conditions and restrictions to be recorded all under the laws of the State of Colorado substantially consistent with the intent and purposes of this REA.

(e) Amend such other provisions and Articles of this REA that are intended to enhance the operations and efficiency of this REA which do not negatively and materially affect the Owners.

10.3 Duration. Except as hereinafter provided, the term of this REA shall be for a period of ninety-five (95) years ("Primary Period") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this REA shall automatically renew for successive periods

of twenty (20) years each (each such period being referred to as an "Extension Period") unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, the Owners shall unanimously vote to terminate this REA, in which event, the REA shall automatically expire at the end of the Primary Period or Extension Period then in effect. On the agreed-upon termination date, this REA shall cease to be of further effect, except including without limitation the Drive Aisles will continue in perpetuity unless specifically terminated by all Owners in accordance with Section 2.5(b) and not otherwise provided within the lease of any tenant then in occupancy of the Shopping Center.

10.4 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the Restrictions, any or all of the Owners and Prime Lessees of the property included within the Shopping Center shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this REA or provided by law.

10.5 Amendment and Termination. Prior to the Transition Date, this REA shall not be amended or terminated without the written consent of the Declarant. After the Transition Date, this REA may not be amended or terminated except upon the Agreement of the Owners, and then only by written instrument duly executed and acknowledged by the Owners holding at least 75% of the right to agree to such amendment or termination and recorded in the office of the clerk and recorder of the County.

10.6 Intentionally Deleted.

10.7 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this REA shall be strictly limited to and for the purposes herein expressed.

10.8 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this REA shall entitle any Owner to terminate this REA, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this REA. Any breach of this REA shall not defeat or render invalid any mortgage or deed of trust made in good faith for value, but this REA shall be binding upon and be effective against any Owner whose title is acquired by judicial foreclosure, trustee's sale or otherwise.

10.9 Default and Remedies. An Owner shall be deemed to be in default of this REA if: (1) such Owner has violated any provision of this REA; (ii) upon receipt of written notice of such default from the Manager or another Owner (the "Default Notice"); and (3) the defaulting Owner, prior to the expiration of the thirty (30) days (ten (10) days in the event of failure to pay money) fails to cure the default set out in the Default Notice. For the purposes of this paragraph, the actions of a Prime Lessee or other tenant shall be deemed to be the actions of the Owner of such Lot. Such Owner, Prime Lessee or tenant, as applicable, shall not be deemed to be in default for a period not to exceed ninety (90) days following the Default Notice if such failure to cure (except a failure to pay money, which must be cured within the foregoing 10-day period) cannot be rectified within the initial thirty (30) day period, and such Owner, Prime Lessee or tenant, as applicable, is using commercially reasonable efforts to cure the default specified in the Default Notice.

a. **Assessment Lien.** If an Owner fails to pay any assessment properly owing hereunder to the Manager in the ordinary conduct of its duties or another Owner (either an "Assessing Owner") when the same becomes due and payable, then the delinquent amount, together with interest at the prime rate charged from time to time by Wells Fargo Bank N.A. (its successors or assigns), plus ten percent (10%) (not to exceed the maximum rate of interest allowed by law), shall all constitute a lien upon the Lot of the delinquent Owner (an "Assessment Lien") in favor of the Assessing Owner. In order to effectuate and perfect any Assessment Lien, the Assessing Owner shall record, in the real property records for the County, a notice of the Assessment Lien (the "Lien Notice") which describes the delinquent amounts, identifies the Assessing Owner, and legally describes the Lot of the delinquent Owner (the "Assessed Lot"). A copy of the Lien Notice shall be given to the delinquent Owner no later than five (5) business days after its recordation. An Assessment Lien shall be perfected upon the recording of the Lien Notice. Any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior; (ii) all liens recorded in the office of the clerk and recorder of the County prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. Upon the payment in full by the defaulting Owner of any reimbursement obligation and related sums for which a notice of lien was recorded, the Curing Party, hereinafter defined, recording same shall record an appropriate release of such notice of lien and Assessment Lien. An Assessment Lien may be enforced by judicial foreclosure in the same manner as a real property mortgage is foreclosed under the prevailing laws of the State of Colorado. All actual reasonable out-of-pocket costs and expenses incurred by the Manager or Assessing Owner in establishing or foreclosing upon any Assessment Lien or in otherwise attempting to enforce a default of this REA, including, without limitation, reasonable attorneys' fees, shall also be due and payable from the delinquent Owner upon demand (with these reimbursable costs and expenses to be due and owing within fifteen (15) days after demand, which demand must be accompanied by paid invoices or other documentation reasonably evidencing the sums incurred), and shall be added to and become part of the Assessment, and shall be secured by the Assessment Lien. Any further Assessments owing from the delinquent Owner which become delinquent prior to the completion of any such foreclosure shall also be added to and become part of the Assessment Lien and may also be claimed in the foreclosure proceeding. The Manager or Assessing Owner may be the purchaser at any judicial foreclosure and for bidding purposes shall be entitled to a credit in the amount of the delinquency set out in the Assessment Lien.

(i) During the period any Owner fails to pay an assessment, the Manager may assess any shortage in assessments caused by such non-payment to the remaining Owners, pro rata. The Manager shall diligently pursue the collection of the unpaid assessments from the defaulting Owner, and all amounts so collected shall be distributed or credited to the non-defaulting Owners, pro rata.

b. **Self Help.** Upon the failure of a defaulting Owner to cure a violation of this REA in accordance with the applicable notice and cure provisions of this REA, an Owner (a "Curing Party") shall have the right to perform the obligation in question on behalf of such defaulting Owner and to be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof. Any claim for reimbursement by a Curing Party, including interest as previously provided, and all costs and expenses, including reasonable attorneys' fees incurred by any Curing Party in enforcing any right to reimbursement in any suit or proceeding under this Declaration, shall be an Assessment Lien.

c. **Remedies Cumulative.** All rights and remedies created under this REA (including, without limitation, the rights to Assessment Liens as herein defined) shall be cumulative with and in

addition to, and not exclusive of, any other remedies available to the parties at law or equity for any breach or default of their respective obligations hereunder, and any and all such remedies may be pursued by the non-defaulting Owner, either successively or concurrently, as the non-defaulting Owner may determine, and the exercise of any one remedy shall not be construed as or constitute a bar to the exercise of any other remedy. Such other remedies shall include, without limitation, injunctive or other equitable relief, either prohibitive or mandatory, to prevent the pertinent default hereunder or to enforce the performance or observance of the terms of this REA, and the right to pursue an action for damages suffered by the non-defaulting Owner because of any such breach or default by the other party hereunder.

d. Attorneys' Fees; Default Interest. In the event any litigation or legal proceeding arises out of this Agreement and is prosecuted to final judgment, the prevailing party shall be entitled to recover from the other party all of the prevailing party's reasonable and actual out of pocket costs and expenses incurred in connection therewith, including reasonable attorneys' fees. Any sums owing from one party to the other party under this Agreement which are not paid when the same become due and payable shall be delinquent and in default and shall thereafter bear interest until paid at a rate equal to ten percent (10%) per annum (not to exceed the maximum rate of interest allowed by law) above the prime interest rate published from time to time by Wells Fargo Bank N.A, with changes in said prime rate to take effect automatically upon the publication thereof and without any notice thereof between the Owners (the "Default Rate"). All interest at the Default Rate shall become immediately due and payable hereunder as it accrues. In addition to the interest at the Default Rate, any delinquent sum due to the Manager for Assessments shall also bear a one-time late charge of five percent (5%) of the amount thereof, which shall become immediately due and payable on the occurrence of the delinquency. Each Owner acknowledges and agrees that the administrative and other costs and losses that may be incurred by the payee Owner in connection with such a delinquency may be difficult or impossible to ascertain with certainty, and that such late charge constitutes a reasonable estimate of such costs and losses.

e. Violation of Exclusive Uses. Any Owner or Tenant who is benefitted by an exclusive use set forth in Section 7.1.c, above, shall have, in addition to any other rights or remedies allowed by this REA or Colorado law, the right to institute an action for injunctive relief against any Owner or Tenant of the Shopping Center operating in violation of the exclusive uses contained in Section 7.1.c.

10.10 Notices.

a. Delivery. Upon acquiring a Lot, each Owner shall provide the Manager with its address for notice under this REA. All notices given pursuant to this REA shall be in writing and shall be given by facsimile, personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address or facsimile number set forth below or in the Manager's records (or, if a Transfer Notice has been given, to the person designated in the Transfer Notice). If a notice must be given to a person other than one designated below or in a Transfer Notice, such notice shall be sent to the person and address shown on the then current real property tax rolls of the County.

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. Any party giving notice hereunder by facsimile transmission shall

also immediately send a "hard" copy of said notice to the party to whom the notice is directed, by regular mail (or other manner of delivery allowed under this Section 10.10(a)), with a notation thereon to the effect that it was previously telecopied. All notices given pursuant to this REA shall be deemed given upon receipt.

The Declarant's address for notice is:

Sand Hill Development LLC,
c/o Armstrong Capital Development
4643 S. Ulster Street, Suite 240, Denver, Colorado 80237
Attn: Jarrett Armstrong

b. **Receipt.** For the purpose of this REA, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, (iii) in the case of a facsimile, the date and time of receipt as shown on the confirmation of the facsimile transmission, or (iv) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

10.11 Waiver. The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

10.12 Severability. If any term or provision of this REA or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this REA or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this REA shall be valid and shall be enforced to the extent permitted by law.

10.13 Not a Partnership. The provisions of this REA are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Declarant and any other party.

10.14 No Third Party Beneficiary Rights. This REA is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

10.15 Captions and Headings. The captions and headings in this REA are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

10.16 Entire Agreement. This REA contains the entire agreement of the Declarant and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this REA shall be construed as a whole and not strictly for or against any party.

10.17 Construction. In construing the provisions of this REA and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

10.18 Joint and Several Obligations. In the event any party hereto is composed of more than one (1) person, the obligations of said party shall be joint and several.

10.20 Assignment by Declarant. Any and all rights, powers, or reservations of Declarant under this REA may be assigned by Declarant to any Person who will assume any or all off the duties of Declarant related to the rights, powers or reservations assigned. Upon recording of a document in the clerk and recorder's office of the County, by which Declarant assigns any of such rights, powers or reservations and the assignee assumes all of the duties of Declarant related to the rights, powers or reservations assigned, the assignee shall have the same rights and powers and be subject to the same obligations and duties with respect to the rights, powers or reservations assigned as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liabilities, obligations and duties hereunder which are assumed by the assignee.

10.21 CCIOA Exemption. Each Lot within the Shopping Center is hereby restricted exclusively to nonresidential use. Consequently, pursuant to Colorado Revised Statutes §38-33.3-121, this REA is not subject to the provisions of the Colorado Common Interest Ownership Act found in Colorado Revised Statutes §38-33.3-101 et seq. Nothing in this Section is, however, intended to permit any use of any Lot within the Shopping Center which would otherwise be prohibited pursuant to any restriction otherwise applicable to such Lot, including, without limitation, any restriction contained in this REA, or any supplemental REA which may apply to such Lot or any restriction contained in the deed by which a party may have received, or may in the future convey, title to such Lot, or which would otherwise be prohibited pursuant to the Project Documents.

10.22 Successors and Assigns.

(a) Persons Bound. This REA and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, successors, assigns and personal representatives, as applicable, and upon any Person acquiring a Lot, or any portion thereof or any Interest therein, whether by operation of law or otherwise. Notwithstanding the foregoing, if any Owner sells or transfers all or any portion of its interest in any Lot, such Owner shall, upon delivery of the Transfer Notice (as defined in paragraph (b) below), be released and discharged from all of its obligations as Owner in connection with the Lot arising under this REA after the sale and conveyance of title. The new Owner of any such Lot or any portion thereof (including, without limitation, any Owner, or Lienholder who acquires its interest by judicial foreclosure, trustee's sale or otherwise), shall be liable for all obligations arising under this REA with respect to such Lot after the date of sale and conveyance of title.

(b) Transfer Notice. An Owner selling or transferring its interest in any Lot shall give prior written notice thereof to the other Owner ("Transfer Notice"), which Transfer Notice shall include at

least the following information: (i) the name, current address and current phone number of the transferor, (ii) the name, current address and current phone number of the transferee, and (iii) a copy of the legal description of the Lot or interest sold or transferred.

10.22 Recordation. This REA shall be recorded in the office of the clerk and recorder of the County.

This Declaration of Restrictions and Grant of Easements for the Sand Hill Shopping Center is adopted as of the Effective Date by:

SAND HILL DEVELOPMENT LLC,
a Colorado limited liability company

By: ACD 2017 Fund, LP,
a Delaware limited partnership,
its Initial Member

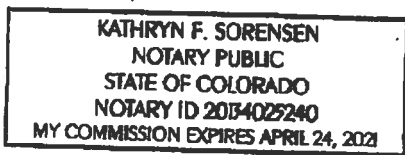
By: ACD Fund Manager 2017, LLC,
a Delaware limited liability company,
its General Partner

By: _____
Jarrett Armstrong, Manager

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

The foregoing instrument was acknowledged before me this 20th day of March, 2019, by Jarrett Armstrong as Manager of ACD Fund Manager 2017, LLC, as General Partner of ACD 2017 Fund, LP, as Initial Member of Sand Hill Development, LLC, a Colorado limited liability company.

My commission expires: April 24, 2021



(SEAL)

Kathryn F. Sorensen
Notary Public

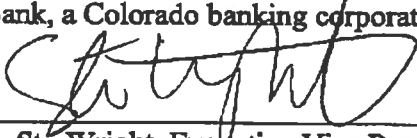
LIST OF EXHIBITS:

- Exhibit A - Legal Description of Shopping Center
- Exhibit A-1 - Site Plan for Shopping Center
- Exhibit B - Common Areas Plan including Drive Aisles
- Exhibit C - Shopping Center Signage Plan
- Exhibit D - Intentionally Deleted.
- Exhibit E - Schedule of Project Documents
- Exhibit F - Exclusive Uses

LENDER CONSENT

The undersigned, the beneficiary under that certain Deed of Trust, Security Agreement and Fixture Filing dated March 5, 2019 and recorded March 19, 2019 at Reception No. 219027980 in the office of the Clerk and Recorder for the County of El Paso, Colorado, (the "Deed of Trust"), which Deed of Trust encumbers the Property subject to this Declaration of Restrictions and Grant of Easements for the Sand Hill Shopping Center (the "Declaration"), hereby consents to and approves (but does not subordinate its lien or any rights to) the Declaration. The Declaration shall not be extinguished, limited or affected to any extent by any foreclosure of the Deed of Trust.

FirstBank, a Colorado banking corporation

By: 
Stu Wright, Executive Vice President

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

The foregoing instrument was acknowledged before me this 14 day of March, 2019, by Stu Wright as an Executive Vice President of FirstBank, a Colorado state banking corporation.

NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174041550
MY COMMISSION EXPIRES 10/02/2021

Notary Public

(Seal and Expiration)

EXHIBIT A**P. 1****LEGAL DESCRIPTION OF SHOPPING CENTER****PARCEL A:**

A PARCEL OF LAND BEING A PORTION OF PARCEL B AND PARCEL C AS DESCRIBED AND RECORDED AT RECEPTION NO. 215111302 IN THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE, AND BEING SITUATED IN THE WEST HALF OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., IN BASIS OF BEARINGS: BEARINGS ARE BASED ON EAST RIGHT OF WAY LINE OF MARKSHEFFEL ROAD, MONUMENTED ON THE SOUTH END BY A FOUND NO. 5 REBAR WITH A YELLOW PLASTIC CAP STAMPED "PLS 36567" AND ON THE NORTH END BY A FOUND NO. 5 REBAR WITH A YELLOW PLASTIC CAP (ILLEGIBLE), AND IS CONSIDERED TO BEAR N 00° 10' 57" E. COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., IN EL PASO COUNTY, COLORADO; THENCE N 69° 05' 22"E, A DISTANCE OF 168.48 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED UNDER RECEPTION NO. 210107562 AND A POINT ON THE WEST LINE OF SAID PARCEL B AND A POINT ON THE EAST RIGHT OF WAY LINE OF MARKSHEFFEL ROAD AND BEING THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT OF WAY LINE FOR THE FOLLOWING THREE (3) COURSES: 1. THENCE N 60° 38' 30" W, A DISTANCE OF 75.43 FEET; 2. THENCE N 28° 48' 40" W, A DISTANCE OF 23.38 FEET; 3. THENCE N 00° 10' 57" E, A DISTANCE OF 306.05 FEET; THENCE N 89° 56' 40" E, A DISTANCE OF 939.43 FEET; THENCE S 00° 01' 51" E, A DISTANCE OF 363.98 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CONSTITUTION AVENUE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE S 89° 58' 14" W, A DISTANCE OF 863.59 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:**PARCEL B:**

A PARCEL OF LAND BEING A PORTION OF PARCEL C AS DESCRIBED AND RECORDED AT RECEPTION NO. 215111302 IN THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE, AND BEING SITUATED IN THE WEST HALF OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., IN EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., IN EL PASO COUNTY, COLORADO; THENCE N 86° 50' 55" E, A DISTANCE OF 1102.65 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL C AND A POINT ON THE NORTH RIGHT OF WAY LINE OF CONSTITUTION AVENUE AND BEING THE POINT OF BEGINNING; THENCE N 00° 01' 51" W, A DISTANCE OF 364.02 FEET; THENCE N 89° 56' 40" E, A DISTANCE OF 191.81 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 20° 40' 13", A DISTANCE OF 194.81 FEET, A CHORD BEARING OF S 10° 20' 06" E WITH A CHORD DISTANCE OF 193.76 FEET; THENCE S 00° 00' 00" E, A DISTANCE OF 173.48 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CONSTITUTION AVENUE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE S 89° 58' 14" W, A DISTANCE OF 226.37 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF COLORADO SPRINGS, EL PASO COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF SECTION 33, T13S, R65W OF THE 6TH PRINCIPAL MERIDIAN AND IS CONSIDERED TO BEAR N 00°10'57" E. COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE ALONG SAID WEST LINE OF SAID SECTION 33, N 00°10'57" E A DISTANCE OF 423.57 FEET AND N 89°56'40" E A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MARKSHEFFEL ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT OF WAY LINE, N 00°10'57" E, A DISTANCE OF 263.72 FEET; THENCE S 89°49'03" E, A DISTANCE OF 90.00 FEET; THENCE S 00°10'57" W, A DISTANCE OF 140.91 FEET; THENCE S 35°13'27" E, A DISTANCE OF 149.77 FEET; THENCE S 89°56'40" W, A DISTANCE OF 176.78 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
P. 2

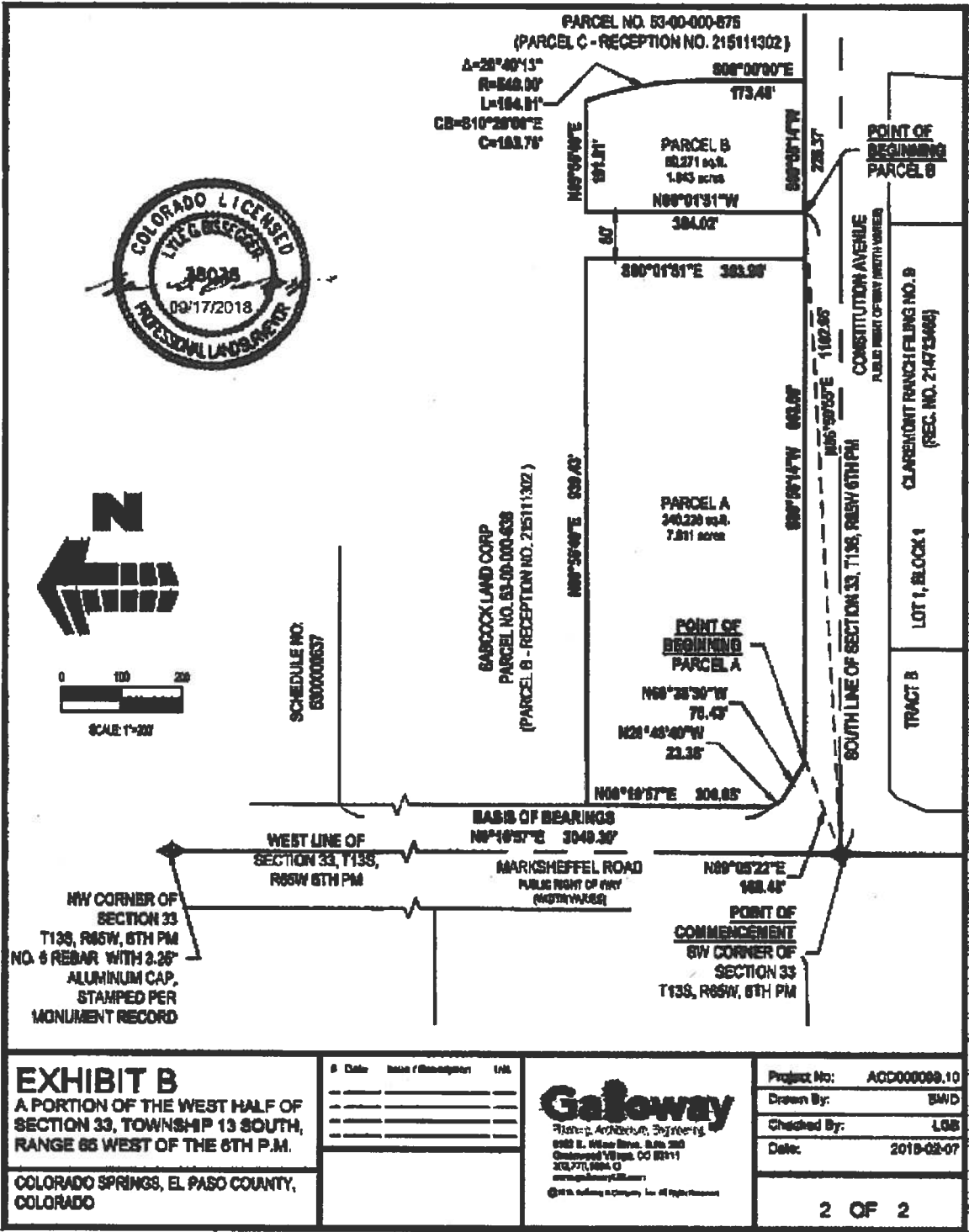


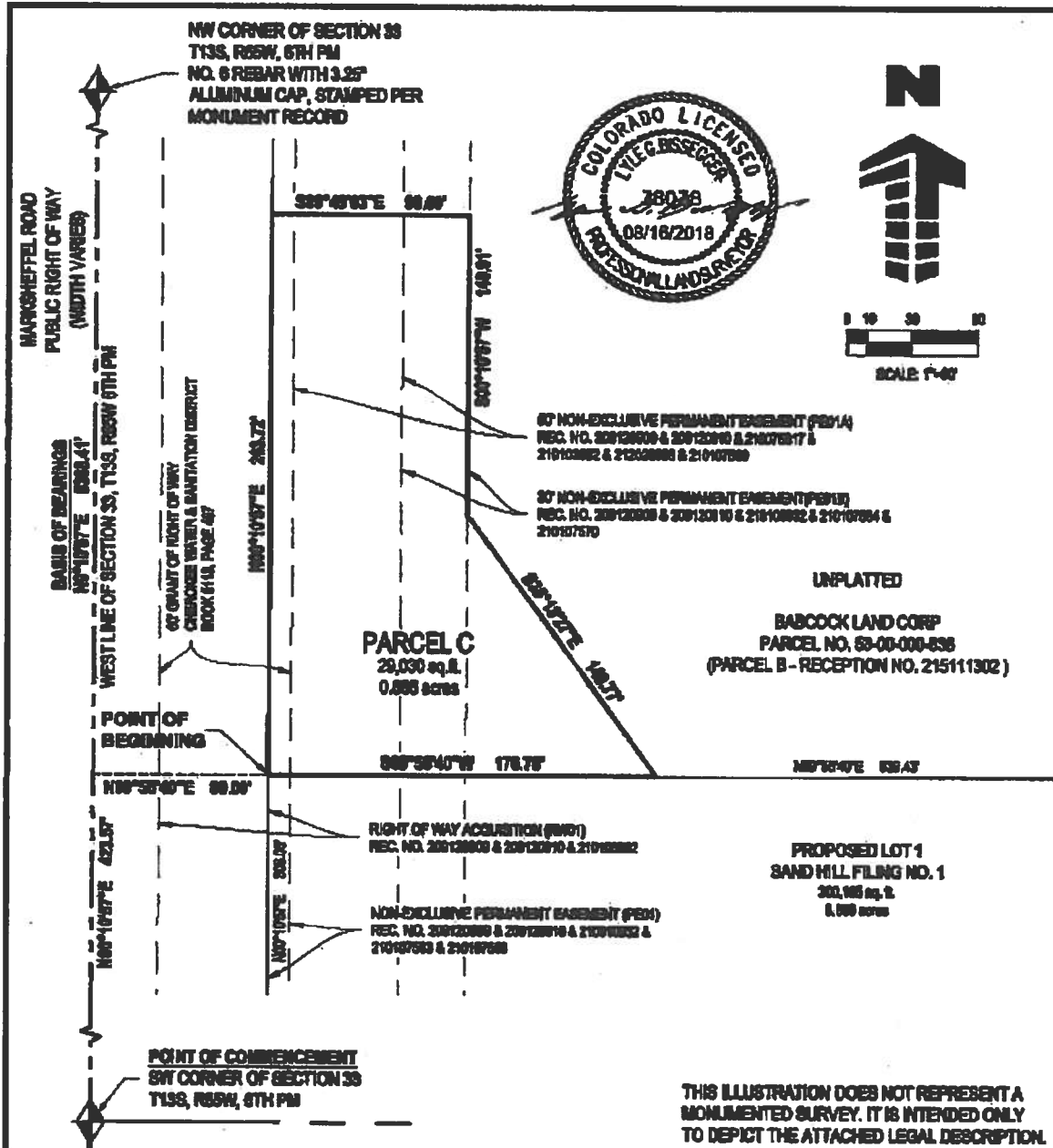
EXHIBIT B
 A PORTION OF THE WEST HALF OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
 COLORADO SPRINGS, EL PASO COUNTY, COLORADO

#	Date	Issue / Description	Initials

Gateway
 Planning, Architecture, Surveying
 6022 E. Wilson Blvd., Suite 200
 Greenwood Village, CO 80111
 303.771.9999
 www.gatewayllc.com
 © 2018 Gateway LLC. All rights reserved.

Project No:	AGC000009.10
Drawn By:	EMW
Checked By:	LGB
Date:	2018-02-07

EXHIBIT A
P. 3



LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, T13S, R65 W, 6TH P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, STATE OF COLORADO

#	Date	Issue / Description	Init.

THIS AND ALL INSTRUMENTS OF SERVICE ARE THE PROPERTY OF GALLOWAY AND MAY BE REPRODUCED, COPIED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE FOLLOWING: COMPANY AND INDIVIDUALS BE EMPLOYED AND PROVIDED.

Galloway
Surveying, Architecture, Engineering
3000 S. Union Blvd., Suite 200
Colorado Springs, CO 80901
303.736.8800
www.gallowaypl.com
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Project No: ACC000008.01
Drawn By: BJD
Checked By: LGS
Date: 08/16/18

EXHIBIT A-1

SITE PLAN FOR SHOPPING CENTER

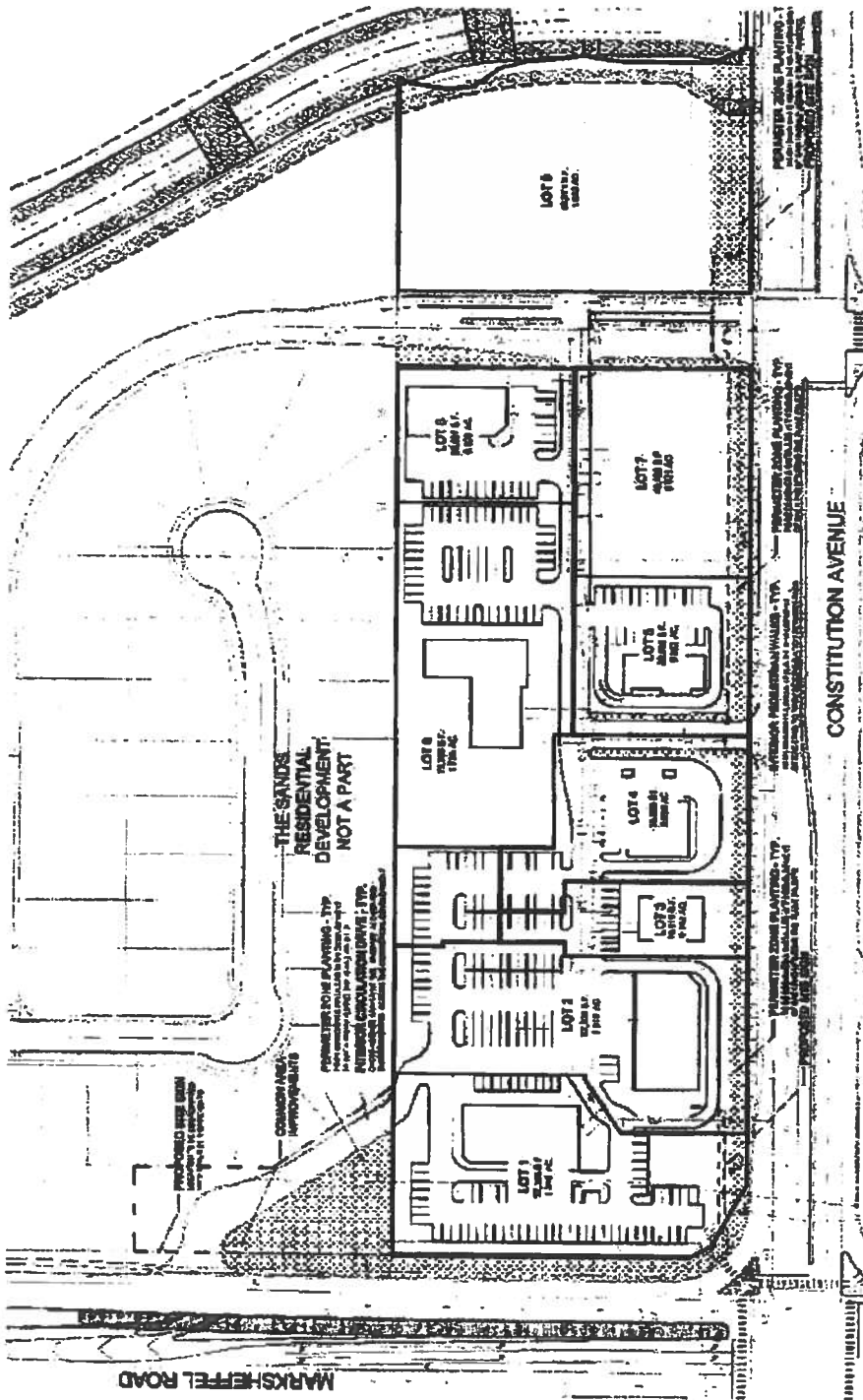
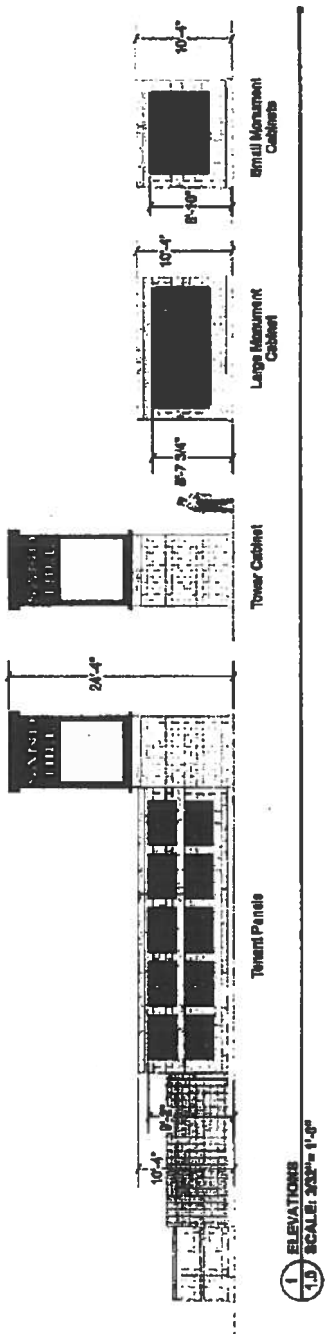


EXHIBIT C

SHOPPING CENTER SIGNAGE PLAN



1. ELEVATIONS
1.0 SCALE: 3/32" = 1'-0"

EXHIBIT E

SCHEDULE OF PROJECT DOCUMENTS

1. Site Improvement Plan

Sand Hill Filing 1 Concept Plan File No. CPC CP 00084-A1MN18

Sand Hill Retail Filing No. 1 Public Water Plans

Sand Hill Retail Filing No. 1 Public Sewer Plans

Sand Hill Filing No. 1 Preliminary Drainage & MDDP Amendment Report, NEC Marksheffel Rd. & Constitution Ave. Colorado Springs, Colorado, prepared by Galloway & Company, Inc., August 15, 2018

2. Subdivision Plat

Sand Hill Filing No. 1 File No. 18-00700

Sand Hill Filing No. 2

EXHIBIT F

Page 1

EXCLUSIVE USES PERTAINING TO SAND HILL SHOPPING CENTER

SEE ATTACHED:

- 1. LOT 7 EXCLUSIVE USES: 7-ELEVEN**
- 2. LOT 6 EXCLUSIVE USES: CHRISTIAN BROTHERS AUTOMOTIVE**

EXHIBIT F**Page 2****LOT 7 EXCLUSIVE USES: 7-ELEVEN**

(a) During the term and any extended term of 7-Eleven's lease of Lot 7, no occupant of the Shopping Center other than 7-Eleven shall operate a Convenience Store (as defined below) or Motor Fuels Facility (as defined below).

(b) During the term and any extended term of 7-Eleven's lease of Lot 7, no occupant of Lots 4 through 9 of the Shopping Center, other than 7-Eleven, shall operate a Specialty Donut Shop (as defined below).

(c) For purposes of these Lot 7 Exclusive Uses re: 7-Eleven, (i) the term "Convenience Store" shall mean a retail convenience format store selling, renting or providing merchandise and/or services customarily sold, rented or provided from time to time at a majority of the stores operated or franchised by 7-Eleven within the Colorado Springs metropolitan market, including, but not limited to a 7-Eleven, Kum n Go, Loaf 'N Jug, Conoco, Valero, Bradley, Circle K, Jenny's Market, and Russell's, and any other regional or "mom and pop" convenience stores or convenience format businesses (it being agreed to by 7-Eleven that a grocery store, supermarket or drugstore containing 12,000 or more square feet shall not be deemed a Convenience Store for purposes of this Article), (ii) the term "Motor Fuels Facility" shall mean a full-service and/or self-service facility which provides for the retail sale and dispensing of gasoline and other petroleum products, which Motor Fuels Facility may include, without limitation, the related underground storage tanks, lines, dispensing pumps, meters and measuring devices, in-tank monitoring devices, Stage II vapor recovery systems, if required by applicable legal requirements, canopies, lights, intercommunication systems, elevated concrete islands and parking strips or pads and related electrical and piping systems, any air/water/vacuum stations, and gas controllers, diagnostic or monitoring equipment, motor fuels POS equipment, and credit card readers necessary for the operation of such Motor Fuels Facility, and (iii) the term "Specialty Donut Shop" shall mean any doughnut shop, restaurant or any business operation in which twenty percent (20%) or more of its total store food sales are derived from the sale of doughnuts and doughnut-related items and products), including, but not limited to, Dunkin Donuts, Winchell's, Krispy Kreme or other regional or "mom and pop" donut shops.

LOT 6 EXCLUSIVE USES: CHRISTIAN BROTHERS AUTOMOTIVE

(a) Unless and until Christian Brother's Automotive Corporation, or its successor-in-interest, ceases to use Lot 6 for a Christian Brothers Automotive Center, consisting of light automotive repair only, no occupant of the Shopping Center other than Christian Brother's Automotive Corporation shall operate a public full-service automotive repair, service or maintenance facility.

(b) Provided, however, the foregoing restriction shall not pertain to facilities exclusively selling tires and tire installation services, brake services or oil-and-lubrication services, or any combination thereof (collectively, the "Limited-Service Exclusions"), and ancillary products and services directly related to such Limited-Service Exclusions.



PRE-APPLICATION MEETING SUMMARY

Area: Central Date: 10/16/19

Pre-Application No.: _____

Applicant(s) Present: John Radcliffe (Galloway & Company Inc) and Don Casper

Lot Size: 6.86 acres

Site Location: NE Corner of Marksheffel Road and Constitution - PAD A, B and C

TSN: 53333300003

Project Description: Commercial Development

Zone: PBC AO

APPLICATION(S) REQUIRED: No application to the Planning Department required

- | | | |
|--|--|--|
| <input type="checkbox"/> 2020 Land Use Map Amendment | <input type="checkbox"/> Development Agreement (PUD Zone) | <input type="checkbox"/> Street Name Change |
| <input type="checkbox"/> Administrative Relief | <input checked="" type="checkbox"/> Development Plan <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM | <input checked="" type="checkbox"/> Subdivision Plat <input type="checkbox"/> PP <input checked="" type="checkbox"/> FP <input type="checkbox"/> PFP |
| <input type="checkbox"/> Amendment to Plat Restriction | <input type="checkbox"/> Historic Preservation Board | <input type="checkbox"/> Subdivision Waiver <input type="checkbox"/> Design <input type="checkbox"/> Process |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Master Plan <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM | <input type="checkbox"/> Use Variance <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM |
| <input type="checkbox"/> Building Permit to Unplatted Land | <input type="checkbox"/> Minor Improvement Plan | <input type="checkbox"/> Vacation of Plat |
| <input type="checkbox"/> CMRS No. <input type="checkbox"/> | <input type="checkbox"/> Nonuse Variance / Warrant | <input type="checkbox"/> Vacation of Public Right-of-Way |
| <input type="checkbox"/> Concept Plan <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM | <input type="checkbox"/> Preservation Easement Adjustment | <input type="checkbox"/> Waiver of Replat |
| <input type="checkbox"/> Conditional Use <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM | <input type="checkbox"/> Property Boundary Adjustment | <input type="checkbox"/> Zone Change |

Visit the Land Use Review Division website at www.coloradosprings.gov/planninginfo for application forms and checklists

MJ = Major Amendment, MN = Minor Amendment, and MM = Minor Modification

NEIGHBORHOOD ORGANIZATION:

Neighborhood Association/Contact: _____ Neighborhood Meeting

PUBLIC NOTIFICATION REQUIREMENTS:

Note: Applicant will be required to pay for postage at time of poster pick-up.

- | | | |
|--|---|---|
| <input type="checkbox"/> Pre-Application Stage | <input checked="" type="checkbox"/> Internal Review Stage | <input type="checkbox"/> Public Hearing Stage |
| <input checked="" type="checkbox"/> Postcard | <input checked="" type="checkbox"/> Poster | <input checked="" type="checkbox"/> No Public Notice Required |
| Buffer Distance: <input type="checkbox"/> 150 ft. <input type="checkbox"/> 500 ft. <input checked="" type="checkbox"/> 1,000 ft. | <input type="checkbox"/> Custom distance: _____ | |

ADDITIONAL STUDIES/MATERIALS TO BE SUBMITTED WITH APPLICATION:

- | | | |
|--|---|--|
| <input type="checkbox"/> Geo-Hazard Report | <input type="checkbox"/> Traffic Impact Analysis | <input checked="" type="checkbox"/> Drainage Report |
| Contact: _____ | Contact: <u>Zaker Alazzeh, 719-385-5468</u> | Contact: <u>TJ Gajda 719-385-7719</u> |
| <input checked="" type="checkbox"/> Hydraulic Grade Line | <input checked="" type="checkbox"/> Wastewater Master Facility Report | <input type="checkbox"/> Land Suitability Analysis |
| <input checked="" type="checkbox"/> Elevation Drawings | <input type="checkbox"/> Mineral Estate Owner Notification | <input checked="" type="checkbox"/> Other: <u>Photometric Plan</u> |

LDTC MEETING: Yes No **Date:** _____ **Time:** _____

COMMENTS: (This is a preliminary listing of issues and attention items; additional issues will likely surface as the application proceeds through the review process):

- Applicant proposing the following:
 - PAD A - Retail and Restaurant
 - PAD B - Quick Casual restaurant and drive through fast food restaurant
 - PAD C - Dentist office
- All of the above mentioned uses are permitted.
- Pedestrian connection from the street to the site should be provided and should be ADA compliant.
- A 25-ft landscape setback is required along Constitution and Marksheffel.
- With future residential to the North of the site staff would recommend a combination of solid fencing/and or heavy vegetation in the NW corner of the lot to help with noise mitigation.
- Building height requirement 45'.
- A photometric plan should be included with the submittal.
- Options for application:
 - Option 1 - Applicant can submit one development plan for PAD A and PAD B and subdivision plat for PAD A, PAD B and PAD C
 - Option 2- Applicant can submit separate development plan for PAD A, PAD B and PAD C and one subdivision plat for PAD A, PAD B and PAD C
 - Option 3- If PAD C is removed, Applicant can submit one development plan for PAD A and PAD B and subdivision plat for PAD A and PAD B
- Please include a note on the SP and plat about the shared parking agreement. This note should include a reception number for reference.
- Please note that for every 15 parking spaces one shade tree is required.
- Staff is concerned about the parking proposed along Marksheffel Road. Staff advises that adequate buffering is proposed to mitigate the visibility of these parking lot. The Applicant has stated that this parking area is being proposed on this area due to the Magellan easement that runs along the property.

NOTE: The above information is intended to assist in the preparation of an application. This sheet is not a complete list of submittal requirements. Refer to the Zoning and Subdivision Ordinances and the appropriate application checklists for further information and details.

This form and the information contained herein is valid for 6 months.

Fee Estimate: TBD

Number of Plans: 1 digital + 1 hard copy of plans

Gaby Serrano
Planner II
Land Use Review
Planning & Community Development

30 S. Nevada Avenue, Suite 105 Phone: (719) 385-5089
P.O. Box 1575, MC 155 Fax: (719) 385-5167
Colorado Springs, CO 80901-1575 ana.serrano@coloradosprings.gov



**City of Colorado Springs
Planning Department
Fee Receipt**

[Return to Fee Calculator](#)

<u>Application</u>	<u>Department</u>	<u>Amount</u>	<u>Applicant</u>	<u>AnnexDisc</u>
Concept or Development Plan-Commercial-CSFire	CSFire	\$248.00		
Concept or Development Plan-Commercial-EDR	Engineering Development Review	\$1,128.00		
Concept or Development Plan-Commercial-EDR	Engineering Development Review	\$92.00		
Concept or Development Plan-Commercial-HS/SS-CSUtilities	CSUtilities	\$479.00		
LUR - Development Plan (New or Major Amendment)	Land Use Review	\$1,520.00		
LUR - Development Plan (New or Major Amendment)	Land Use Review	\$120.00		
LUR - Subdivision Plat	Land Use Review	\$120.00		
LUR - Subdivision Plat	Land Use Review	\$1,100.00		
Subdivision Plat-Commercial/PUD-CSUtilities	CSUtilities	\$111.00		
Subdivision Plat-Commercial/PUD-EDR	Engineering Development Review	\$12.00		
Subdivision Plat-Commercial/PUD-EDR	Engineering Development Review	\$475.00		
Tech Fee	IT-GIS	\$25.00		
Total Fees		\$5,430.00		

Intake Staff:	Gaby Serrano
Date:	10/29/2019
Planner:	Gaby Serrano
Receipt Number:	35289
Check Number:	121
Amount:	\$5,430.00
Received From:	ACD 2017 Fund LP

Send Miller

PLANNING & DEVELOPMENT DEPARTMENT
Project Notification Information

Date: October 29, 2019
Planner: Gaby Serrano
Planner email: Ana.serrano@coloradosprings.gov
Planner phone number: (719) 385-55089
Consultant Email: johnradcliffe@gallowayus.com
Consultant Name: John Radcliffe
TSN: 5333300003

PROJECT: Sand Hill Retail Center PAD A & B

<input type="checkbox"/>	Pre-application Notice	<input checked="" type="checkbox"/>	Standard Notification
<input type="checkbox"/>	Pre-application Neighborhood Meeting Notice	<input type="checkbox"/>	Standard with Neighborhood Meeting Notice
<input type="checkbox"/>	No notice	<input type="checkbox"/>	Poster only

PUBLIC NOTICE:

150 feet 500 feet 1,000 feet
 Modified (attach modified buffer)

PROJECT BLURB(S)

Provide a project blurb for each application type, adjust language as needed. Note code sections where applicable for variances.

Development Plan

Request by Sand Hill Development LLC (owner), with representation by John Radcliffe (consultant) and Don Casper (architect), for approval of the Sand Hill Retail Center Pad A & B at Sand Hill Development Plan. If approved the proposed would allow for two retail buildings. Both retail buildings will have a square footage of 8,500. The site is zoned PBC/AO (Planned Business Center with an airport overlay), located at the northeast corner of Marksheffel Road and Constitution Avenue and consists of 3.532 acres.

Final Plat

Request by Sand Hill Development LLC (owner), with representation by John Radcliffe (consultant), for approval of the Sand Hill Filing No. 3 Subdivision Plat. If approved the plat would allow a portion of the parcel to be subdivided for two lots for a commercial use. The site is zoned PBC/AO (Planned Business Center with an airport overlay), located at the northeast corner of Marksheffel Road and Constitution Avenue and consists of 3.532 acres.

POSTCARD

Include 3-5 highlighted points to best describe the project.

- This project proposes a Development Plan and subdivision Final Plat for two new retail buildings.

Neighborhood Meeting Information: N/A

Date:

Time:

Location:

[Type text]

POSTER

Fill out applicable information below:

What type of project is proposed? (large bold letters on poster, approx. 35 characters):

Development Plan and Final Subdivision Plat

Subtext (below bold letters, file number or additional information approx. 55 characters):

Two new retail buildings.

Planning and Development Distribution Form

Final Plat

Directions: Planners select at least one check box under each section to determine the application distribution.

Planner Intake Date: 10/29/2019 Admin Receive Date: 11/5/19

Project Name: Sand Hill Filing No. 3

1. PUBLIC NOTICE: (see Project Blurb to establish noticing parameters): 1000 Ft.

2. Date buckslip comments are due (21 calendar days after submittal): 11/19/2019

3. HOA: (Note HOA number or write N/A): NA

4. STANDARD DISTRIBUTION:

Include all standard distribution recipients (either check here or individually check boxes below)

ID#	Division Name	Email/Distribution Notes
	<input type="checkbox"/> None	
85	<input type="checkbox"/> Utilities Development Services	Buckslips@csu.org
9	<input type="checkbox"/> Fire Prevention	Steven.Smith@coloradosprings.gov
24	<input type="checkbox"/> DR&S	SAPPLEGATE@coloradosprings.gov
17	<input type="checkbox"/> Cory Sharp, LUR MC 155	Cory.Sharp@coloradosprings.gov
66	<input type="checkbox"/> Real Estate Services	Barb.Reinardy@coloradosprings.gov
14	<input type="checkbox"/> Lois Ruggera	Lois.Ruggera@coloradosprings.gov
19	<input type="checkbox"/> Century Link	Patti.Moore@CenturyLink.com Bea.Romero@centurylink.com
77	<input type="checkbox"/> CSU Customer Contract Administration	Buckslips@csu.org
11	<input type="checkbox"/> CSPD	bjones2@springsgov.com
13	<input type="checkbox"/> Parks & Recreation	bihaley@springsgov.com Constance.Perry@coloradosprings.gov
23	<input type="checkbox"/> Enumerations	addressing@pprbd.org
29	<input type="checkbox"/> Flood Plain	Keith@pprbd.org
98	<input type="checkbox"/> US Postal Service	Elaine.f.medina@usps.gov
45	<input type="checkbox"/> Zaker Alazzeh, Traffic - School Safety	SAPPLEGATE@coloradosprings.gov
65	<input type="checkbox"/> Zaker Alazzeh, Traffic Eng (MC 460)	SAPPLEGATE@coloradosprings.gov
48	<input type="checkbox"/> Street Division	Terry.Huggins@coloradosprings.gov Cole.Platt@coloradosprings.gov Michael.Hensley@coloradosprings.gov
60	<input type="checkbox"/> Transit	Roger.Austin@coloradosprings.gov
25	<input type="checkbox"/> County Health Department	aarondoussett@elpasoco.com
30	<input type="checkbox"/> Comcast	dale_stewart@cable.comcast.com Jason_Jacobsen@comcast.com Chris_Kelley3@cable.comcast.com

3	<input type="checkbox"/> CONO	rdavis@cscono.org mcupp@cscono.org
92	<input type="checkbox"/> Forestry	jcooper@springsgov.com
56	<input type="checkbox"/> PlanCOS	PlanCOS@coloradosprings.gov

5. SCHOOL DISTRICT:

ID#	Division Name	Email/Distribution Notes
	<input checked="" type="checkbox"/> None	
36	<input type="checkbox"/> School District # 2	mwilsey@hsd2.org
68	<input type="checkbox"/> School District # 3	neald@wsd3.k12.co.us
37	<input type="checkbox"/> School District # 11	johnstp@d11.org
38	<input type="checkbox"/> School District # 12	cooper@cmsd12.org
39	<input type="checkbox"/> School District # 20	tom.gregory@asd20.org
69	<input type="checkbox"/> School District # 22	terryebert@ellicottschools.org
41	<input type="checkbox"/> School District # 49	mandrews@d49.org

6. MILITARY INSTALLATION (if within 2 mile buffer):

ID#	Division Name	Email/Distribution Notes
	<input type="checkbox"/> None	
84	<input type="checkbox"/> Fort Carson	john.j.sanders71.civ@mail.mil
46	<input type="checkbox"/> NORAD	dino.bonaldo@cheyennemountain.af.mil dino.bonaldo@us.af.mil dino.bonaldo@afspc.af.mil Michael.kozak.2@us.af.mil kim.van_treadway@us.af.mil
26	<input type="checkbox"/> USAFA	corine.weiss@us.af.mil craig.johnson.35.ctr@us.af.mil steven.westbay.ctr@us.af.mil
75	<input checked="" type="checkbox"/> Peterson	glenn.messke@us.af.mil 21CES.CENB.BaseDevelopment@us.af.mil

7. OPTIONAL DISTRIBUTION (Depending on Location of Site):

ID#	Division Name	Email/Distribution Notes
	<input type="checkbox"/> None	
59	<input type="checkbox"/> StratusIQ – AKA Falcon Broadband	dbryan@stratusiq.com mcline@stratusiq.com bkley@stratusiq.com BLR & Flying Horse
27	<input type="checkbox"/> CDOT (adjacent to CDOT ROW)	Valerie.sword@state.co.us
34	<input type="checkbox"/> Colorado Geological Survey	cgs_lur@mines.edu
	<input type="checkbox"/> SECWCD, Garrett Markus	garrett@secwcd.com
18	<input type="checkbox"/> Streamside Area Overlay	Hannah.VanNimwegen@coloradosprings.gov
15	<input type="checkbox"/> Hillside Overlay	Kerri.Schott@coloradosprings.gov
20	<input checked="" type="checkbox"/> Airport	kandrews@springsgov.com
63	<input checked="" type="checkbox"/> El Paso County Dev. Services Division	MikeHrebenar@elpasoco.com Review of Plans within ½ mile of a County/City Border
43	<input type="checkbox"/> Wescott Fire District (adjacent only)	admin@wescottfire.org
70	<input type="checkbox"/> Woodmen Road Metro District	Kalilah.A@wsdistricts.co Lori.v@wsdistricts.co
71	<input type="checkbox"/> Falcon Fire Protection District	tharwig@falconfire.org
72	<input type="checkbox"/> Black Forest Fire Protection District	chief@bffire.org
81	<input type="checkbox"/> Broadmoor Fire Protection District	chief@broadmoorfire.com noalsperran@gmail.com
80	<input type="checkbox"/> CSURA – Urban Renewal	Jwalker@springsgov.com
70	<input type="checkbox"/> Woodmen Heights Metro District	Kalilah.A@wsdistricts.co Lori.v@wsdistricts.co
65	<input type="checkbox"/> Kate Brady, Mike Planning, Traffic	kbrady@springsgov.com
53	<input type="checkbox"/> UCCS Review – North Nevada Overlay zone	mwood@uccs.edu

8. LAND USE REVIEW:

Hard Copy Full sized plans

<input checked="" type="checkbox"/> Planner	Traffic Report, Drainage Report, Geo-Hazard Report
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Special notes or instructions:

