



## Lone Tree City Council Agenda Tuesday, April 7, 2015

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**Meeting Location:** City Council Meeting Room, Lone Tree Civic Center, 8527 Lone Tree Parkway.

**Meeting Procedure:** The Lone Tree City Council and staff will meet in a public Study Session at 4:30pm. At 6:00pm and following the meeting, if necessary, the Council Meeting will adjourn and convene in Executive Session. If an Executive Session is not necessary, Council will recess for dinner. The Regular Session will be convened at 7:00pm. Study Sessions and Regular Sessions are open to the public, Executive Sessions are not. Comments from the public are welcome at these occasions: 1. Public Comment (brief comments on items not scheduled for a public hearing) 2. Public Hearings. Contact the City Clerk if special arrangements are needed to attend (at least 24 hours in advance).

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### 4:30pm Study Session Agenda

1. Matching Funds for Interior Art Piece (FAI 4/21)
  2. Approval of License Agreement w/Rampart Range Metropolitan District No. 1 re: West Side Maintenance License Agreement (FAI 4/21)
  3. Approval of RidgeGate RRC-3 Well Easements (CAI)
  4. **Resolution 15-XX, ADOPTING A PLAN FOR THE AREA WITHIN THREE MILES OF THE CITY BOUNDARY (FAI 4/21)**
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### 6:00pm Executive Session Agenda

1. Roll Call
  2. Executive Session
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### 7:00pm Regular Session Agenda

3. Opening of Regular Meeting/Pledge of Allegiance
  4. Amendments to the Agenda and Adoption of the Agenda
  5. Conflict of Interest Inquiry
  6. Public Comment
  7. Announcements
  8. Consent Agenda
    - a. Minutes of the March 17, 2015 Regular Meeting
    - b. Claims for the Period of March 9-30, 2015
  9. Community Development
    - a. Approval of New Town Townhomes Phase 2 SIP SP15-07R
    - b. Approval of RidgeGate Sec. 15 Fil 21, 3<sup>rd</sup> Amdt (New Town plat) SB15-06R
  10. Public Works
    - a. Approval of RidgeGate RRC-3 Well Easements
  11. Council Comments
  12. Adjournment
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### City of Lone Tree Upcoming Events

more info available at [www.cityoflonetree.com](http://www.cityoflonetree.com) and [www.lonetreeartscenter.org](http://www.lonetreeartscenter.org)

- The 39 Steps, Thursday, April 2<sup>nd</sup> – Saturday, April 11<sup>th</sup> LTAC Main Stage
- Passport to Culture: Swallow Hill Drums, Sunday, April 12<sup>th</sup> at 3:00pm, LTAC Event Hall
- Yellowjackets, Jazz Quartet, Friday, April 17<sup>th</sup> at 8:00pm, LTAC Main Stage
- Residents can place their Arbor Day Tree orders until May 8<sup>th</sup>. Order info at [www.cityoflonetree.com/arborday](http://www.cityoflonetree.com/arborday)
- City of Lone Tree and CSU Douglas County Extension will be hosting a Tree Care Seminar on Saturday, April 18<sup>th</sup> from 10-11:30am at the Civic Center

**MINUTES OF A REGULAR MEETING  
OF THE COUNCIL OF THE  
CITY OF LONE TREE  
HELD  
March 17, 2015**

A regular meeting of the Council of the City of Lone Tree was held on Tuesday, March 17, 2015, at 6:00 p.m., at the Lone Tree City Council Chambers located at 8527 Lone Tree Parkway, Lone Tree, Colorado 80124.

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Attendance

In attendance were:

James D. Gunning, Mayor  
Jacqueline Millet, Mayor Pro Tem  
Harold Anderson, Council Member  
Kim Monson, Council Member  
Susan Squyer, Council Member

Also in attendance were:

Seth Hoffman, City Manager  
Jennifer Pettinger, City Clerk  
Steve Hebert, Deputy City Manager  
Chief Jeffery Streeter, Lone Tree Police Department  
Kristin Baumgartner, Finance Director  
Kelly First, Community Development Director  
Lisa Rigsby Peterson, Lone Tree Arts Center Director  
Neil Rutledge, City Attorney, White, Bear and Ankele, P.C.  
John Cotten, Public Works Director, TTG Corp.

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Call to Order

Mayor Gunning called the meeting to order at 6:05 p.m., and observed that a quorum was present.

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Executive Session

Mayor Gunning announced City Council intends to convene in Executive Session. Neil Rutledge, City Attorney, stated the Executive Session is for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402 (4)(e) concerning issues related to economic development and related agreements. Mayor Pro Tem Millet moved, Council Member Anderson seconded, for City Council to recess and convene in Executive Session for the reasons stated. The motion passed with a 5 to 0 vote.

The Executive Session was adjourned at 6:54 p.m.

Mayor Gunning reconvened the meeting in Regular Session at 7:02 p.m., following a short recess.

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Pledge of Allegiance

Mayor Gunning led those assembled in reciting the Pledge of Allegiance.

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Amendments to the Agenda

There were no amendments to the agenda.

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Conflict of Interest

There was no conflict of interest.

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Announcements

Michelle Timmons, Youth Commissioner, gave Council an update on the Youth Commission.

Public Comment

Bill Robertson, 9278 E. Aspen Hill Circle, shared his Irish spirit with Council.

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Announcements cont...

Mayor Gunning announced upcoming events.

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Presentations

Mayor Gunning presented Dana Ruby with a letter of recognition for receiving the Girl Scout Gold Award.

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Consent Agenda

Mayor Gunning noted the following items on the Consent Agenda, which consisted of:

- *Minutes of the March 3, 2015 Regular Meeting*
- *Claims for the period of February 23 – March 9, 2015*

Council Member Squyer moved, Mayor Pro Tem Millet seconded, to approve the Consent Agenda. The motion passed with a 5 to 0 vote.

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Public Works

*Approval of IGA with Douglas County Board of County Commissioners regarding Cost Sharing to Construct the Southeast Light Rail Extension Project*

John Cotten, Public Works Director, introduced the item.

Mayor Pro Tem Millet moved, Council Member Squyer seconded, to approve the IGA with Douglas County Board of County Commissioners regarding Cost Sharing to Construct the Southeast Light Rail Extension Project. The motion passed with a vote of 4 to 1 with Council Member Monson voting no.

Administrative Matters

*Public Hearing: Hotel and Restaurant Liquor License Application for Southern Hospitality Lone Tree, LLC d/b/a Southern Hospitality Lone Tree (7431 Park Meadows Drive)*

Jennifer Pettinger, City Clerk, introduced the item and introduced Bob Dill, Applicant's counsel, Shawn Owen, Chief Operating Officer, Glen Lawton, General Manager, and Sue Duffy Schwall, Petitioner. Mr. Dill, Mr. Owen and Mr. Lawton spoke about the restaurant.

Mayor Gunning opened the public hearing at 7:29 p.m.

Mayor Gunning opened the public hearing for comment at 7:38 p.m.

There was no public comment.

The public hearing was closed at 7:38 p.m.

Mayor Pro Tem Millet moved, Council Member Monson seconded, to approve a new Hotel and Restaurant Liquor License Application for Southern Hospitality Lone Tree, LLC d/b/a Southern Hospitality Lone Tree (7431 Park Meadows Drive). The motion passed with a vote of 5 to 0.

Adjournment

There being no further business, Mayor Gunning adjourned the meeting at 7:52 p.m.

Respectfully submitted,

\_\_\_\_\_  
Jennifer Pettinger, CMC, City Clerk

**FINDINGS AND REPORT TO STATE LICENSING AUTHORITY BY THE  
CITY COUNCIL OF LONE TREE ACTING AS THE  
LOCAL LICENSING AUTHORITY ON THE APPLICATION FOR A  
HOTEL AND RESTAURANT LIQUOR LICENSE**

**Southern Hospitality Lone Tree, LLC d/b/a Southern Hospitality Lone Tree**

A public hearing was held by the City Council of Lone Tree, State of Colorado, acting as Local Licensing Authority at approximately 7:00 p.m. on Tuesday, March 17, 2015 at 8527 Lone Tree Parkway, Lone Tree, Colorado, on the application of Southern Hospitality Lone Tree, LLC d/b/a Southern Hospitality Lone Tree, 7431 Park Meadows Drive, Lone Tree, Colorado 80124.

At said hearing, the following Members of the Council were present:

Mayor James D. Gunning  
Mayor Pro Tem Jackie Millet  
Council Member Harold Anderson  
Council Member Kim Monson  
Council Member Susan Squyer

Also present were:

Seth Hoffman, City Manager  
Jennifer Pettinger, City Clerk  
Bob Dill, Applicant's Attorney  
Shawn Owen, Chief Operating Officer  
Glen Layton, General Manager  
Sue Duffy Schwall, Petitioner

The Honorable Mayor James D. Gunning presided. The hearing was duly convened to consider the Application and conduct a public hearing thereon.

City Clerk, Jennifer Pettinger noted that the City Council was in receipt of a packet of information which contained copies of: the license application, individual history records, red-lined drawing of the premises, and petition results. She noted that staff has reviewed all the documents including their lease agreement, operating agreement, franchise agreement, Lone Tree business license, Certificate of Good Standing, organizational documents, affidavit of posting, affidavit of publication and petitions. She directed that information be made a part of the record.

City Clerk, Jennifer Pettinger gave a brief presentation concerning the application and provided evidence of posting to the Council. Ms. Pettinger introduced Bob Dill, Applicant's Attorney, Shawn Owen, COO, Glen Lawton, General Manager, and Sue Duffy Schwall, Petitioner. Mr. Dill, Mr. Owen and Mr. Lawton, spoke about the application.

The petitions supporting the application were reviewed and found to be in accordance with and in conformity with the City of Lone Tree Liquor and Fermented Malt Beverage Regulations and were accepted into evidence by the Authority.

Mayor Gunning opened the hearing for public testimony. No one came forward. The public hearing was closed to public testimony.

The City Council, acting as the Local Licensing Authority, having fully considered the application and testimony submitted by the Applicant, and the other evidence adduced at the hearing, NOW FINDS as follows:

**Southern Hospitality Lone Tree, LLC d/b/a Southern Hospitality Lone Tree**  
Findings and Report to the State

1. The public hearing held with respect to said Application on March 17, 2015, was duly convened and the Council has jurisdiction to consider the Application as the Local Licensing Authority.
2. Applicant seeks approval of an application for a Hotel and Restaurant Liquor License at 7431 Park Meadows Drive, Lone Tree, Colorado 80124. The Application was submitted on a form prescribed by the State Licensing Authority pursuant to statute, and said application appears to be complete in all material respects. The required fees accompanied the application.
3. The Council has reviewed the Individual History Records of the owners and the managers. Council finds that the Applicant has satisfied the requirements of the Colorado Liquor Code and Regulations with respect to character, record, and reputation.
4. The Applicant has evidenced possession of the subject property through a 10 year lease agreement entered into on July 9, 2014, with an expiration date of April 20, 2025.
5. The premise was posted in accordance with the law, for a period of not less than ten consecutive days prior to the date of said public hearing on the application, and published notice was accomplished by publication in a newspaper of general circulation in Douglas County.
6. Petitions containing 114 valid signatures in favor of and 3 valid signature in opposition to the issuance of the license were presented to and considered by the Council.
7. No one appeared in opposition.

The City Council, acting as the Local Licensing Authority, having considered and weighed the foregoing, as well as the facts and evidence adduced by the Council's investigation, expressions of opinion as to the needs and desires of the inhabitants of the neighborhood contained in the aforementioned Petitions and all other facts, data and testimony, NOW FINDS that the Applicant has demonstrated, with respect to the application, that the needs and desires of the neighborhood are not adequately being served at this time.

Accordingly, the City Council hereby affirms its approval of the application of a new Hotel and Restaurant Liquor License for **Southern Hospitality Lone Tree, LLC d/b/a Southern Hospitality Lone Tree**, 7431 Park Meadows Drive, Lone Tree, Colorado 80124.

**The City Council hereby authorizes and directs the Liquor Licensing Administrator to submit the necessary report and approved application to the State Licensing Authority in accordance with the law.**

**BY ORDER OF THE CITY COUNCIL OF THE CITY OF LONE TREE, COLORADO, acting as Local Licensing Authority.**

**CITY OF LONE TREE:**

By: \_\_\_\_\_ /s/  
Jennifer Pettinger  
Liquor License Administrator

**Date: March 17, 2015**



CITY OF LONE TREE  
STAFF REPORT

**Project Summary**

**Date:** April 7, 2015 City Council Meeting

**Project Name:** RidgeGate Section 15, Filing 21, 3rd amendment  
Site Improvement Plan (New Town Builders Phase II)

**Location:** The property is located in RidgeGate in the area known as Lincoln Commons South. The property is located between SkyRidge Avenue and Arts Center Drive.

**Project Type / #:** Site Improvement Plan (SIP), Project #SP15-07R

**Staff Contacts:** Kelly First, Community Development Department Director  
Jennifer Drybread, Senior Planner

**Meeting Type:** Public Meeting

**Summary of Request:**

Approval of a Site Improvement Plan (SIP) for 29 single-family attached units on 1.831 acres.

**Planning Commission Recommendation:**

Unanimous recommendation for approval, with one member absent and one member stepping down due to the potential for a perceived conflict of interest.

**Suggested Action:**

Approval, subject to one condition noted in staff report.



CITY OF LONE TREE  
STAFF REPORT

**TO:** Mayor Gunning and City Council  
**FROM:** Kelly First, Community Development Director  
Jennifer Drybread, Senior Planner  
**DATE:** April 1, 2015  
**FOR:** April 7, 2015 City Council Meeting  
**SUBJECT:** RidgeGate Section 15, Filing 21, 3rd Amendment  
Site Improvement Plan, Project File #SP15-07R

Owner:  
NT RidgeGate MF LLC  
1553 Platte Street, Suite 100  
Denver, CO 80202

Representative:  
Jay Garcia, New Town Builders  
1553 Platte Street, Suite 100  
Denver, CO 80202

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**Planning Commission Meeting Date:**  
**City Council Meeting Date:**

**March 10, 2015**  
**April 7, 2015**

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**A. REQUEST:**

Approval of a Site Improvement Plan (SIP) for 29 single-family attached units on 1.831 acres.

**B. LOCATION:**

The property is located in RidgeGate in the area known as Lincoln Commons South. The property is between Arts Center Drive to the south and Sky Ridge Avenue to the north. The adjacent land uses are as follows:

East: Same as proposed townhomes (under construction)

West: Future public library

North: Sky Ridge Avenue, developed mixed use retail area

South: Arts Center Drive and MorningStar (senior living, under construction)

**C. SITE CHARACTERISTICS:**

The property had been overlot graded. There is no vegetation remaining on site. The property gently slopes down from south to north with an approximate 15 feet of grade change.

**D. SERVICE PROVIDERS:**

Water:	Southgate Water District
Sanitation:	Southgate Sanitation
District Police:	Lone Tree Police
Fire:	South Metro Fire Rescue Authority
Metro Districts:	Rampart Range Metropolitan District

**E. BACKGROUND:**

The development is proposed as Phase II of a townhome development project, by New Town Builders. Phase I was considered by the Planning Commission in June of 2014 and was approved by City Council in August 2014. The proposed building types, elevations, materials and colors are the same as those approved by City Council for Phase I.

**F. DESCRIPTION:**

**Zoning.** The proposed residential use is permitted by zoning. The property is zoned PD and is within a Commercial-Mixed Use (C/MU) Planning Area in the RidgeGate Planned Development. The zoning allows residential as a permitted use.

**Access.** The property is proposed to be accessed via Belvedere Lane and Town Ridge Drive.

**Parking.** The proposed parking complies with the parking standards as required in the RidgeGate Residential West Village Sub-Area Plan. Parking is provided within one- and two-car garages accessed off internal alleys, in a small parking lot on site, and with some guest parking on street.

**Building Design.** The building designs are the same as those approved by City Council in Phase I. As with Phase I, the proposed building designs in Phase II are consistent with the City's Design Guidelines and applicable Sub-Area Plan and have been approved by the RidgeGate

Design Review Committee (DRC).

There are two building types, a courtyard row house fronting the townhomes approved in Phase I along Belvedere Lane and stacked townhomes fronting the site of the future library. The facades are articulated with architectural elements including breaks in the building facade, roof overhangs, and offset wall planes. The scale and composition of building material components correspond with the overall scale and massing of the building. Building colors are generally earth toned, with orange and red colors limited to building accents. Building materials include stucco, brick veneer, and limited areas of cementitious hardboard lapped siding that complements the area while providing architectural variety. Roof lines are designed to accommodate photovoltaic solar panels.

**Landscaping.** The proposed landscape and irrigation plans are compliant with the City's requirements and that of the applicable Sub-Area Plan. Landscaping proposed is adapted to this climate, and is generally low-water intensive. One small park is proposed between the residences and Belvedere Lane, and is landscaped with trees to provide a comfortable setting in the summer months.

**Lighting.** Lighting fixtures are consistent with Phase I. Street lights and pedestrian lights are compliant with the RidgeGate standard. Security lighting is fully cut-off to minimize light pollution.

**Snow Storage.** Snow storage is proposed at the end of alleys in a pervious area to allow snow to melt into the landscape per City standards.

**Local Park Dedication.** The local park dedication is calculated based on provisions of the approved Sub-Area Plan. Based on the population generated and nature of amenities provided within the project, cash-in-lieu of land dedication is recommended in the amount of \$14,273. Payment will be required to the City prior to building permit approval, as recommended through a condition of approval.

**G. PLANNING COMMISSION REVIEW:**

*The following has been taken directly from the minutes of the Planning Commission meeting held on March 10, 2015:*

Ms. Drybread introduced the agenda item. The site plan is proposed for 29 single-family attached townhomes on 1.83 acres in RidgeGate. The location is immediately west of New Town Phase I, due east of the future

library, north of MorningStar at RidgeGate and south of Lincoln Commons mixed-use retail. She recounted how the building design for the proposed townhomes was previously approved by City Council for New Town Phase I. The proposed development conforms to the underlying RidgeGate PD 4th Amendment zoning. The property gently slopes downward to the north, and has been overlot graded. The site will be accessed from both Town Ridge Drive and Belvedere Lane. The application was reviewed and approved by DRC, staff, and was sent out on referral.

Staff findings were that the SIP was in conformance with the City Comprehensive Plan, Zoning Ordinance, Subdivision Regulations, RidgeGate 4<sup>th</sup> Amendment PD, and Sub Area Plan.

Mr. Kevin Puccio presented on behalf of New Town Builders. He stated that he was excited about this being a continuation of the existing townhome neighborhood across the street. As a partner in New Town Builders, he continued that they pride themselves in being a green builder, leader in energy efficient design, and create products for a mix of income styles. The townhomes would be built to the US Department of Energy's exacting "Zero Energy Ready" specifications. He was also excited about the nearby diversity and mix of uses in the neighborhood – library, open space, retail, and restaurant.

The development would consist of 29 townhomes in 7 buildings, with two different product types – two-story courtyard row homes and three-story stacked townhomes. Mr. Puccio explained that the design was unique in that it focused on urban design and place-making, clean and contemporary architecture, and meeting a market need – providing housing choices for Lone Tree residents. Form followed function with the architecture due to a need for solar orientation. The townhomes would be alley-loaded and the public streets would be lined with front doors. The roofs would be pitched toward the southwest to pick up maximum solar radiation. The design also featured private and public open spaces. He presented the off-street parking, and landscape plan. He reiterated that there would be tree-lined streets with detached walkways and planter boxes to give an urban feel. The plan also includes pocket parks and public spaces. An overall goal was compatibility with the surrounding community in terms of neighborhood and walkability.

Mr. Puccio presented architectural renderings. He described the stacked units as having cars and living on the first floor (two or one car garages, laundry), people living on the second floor (open living/dining), and sleeping on the third floor for stacked units. On the courtyard units, there would be a detached two-car garage and private courtyard. The exterior is stucco, brick and Hardy Board lap siding.

Mr. Puccio concluded by stating that they love being in RidgeGate and Lone Tree due to a perceived fit with their core values of sustainability and energy efficiency, a community need for a diversity of housing options, and Lone Tree's high design standards. He emphasized that New Town was a respected Denver-area builder and this reputation was important to maintain.

Commissioner Carlson asked for clarification about whether the solar panels were optional or included. As an example, at Parkside in RidgeGate, solar was optional and some homeowners chose not to install it, creating an inconsistent look within the community. Mr. Puccio stated that solar is standard in Phase 1, but will be optional in Phase 2 because the solar energy market changes so much – he described it as a “solarcoaster.” New Town will offer a variety of incentives and options to home buyers to encourage them to purchase or lease solar systems.

Commissioner Carlson also inquired about whether additional parallel parking would be available along the entire street. Mr. Puccio added that the street design on Belvedere Lane supported on-street parking only in areas where they depicted it in the plans.

Commissioner Carlson also inquired about whether additional parallel parking would be available along the entire street. Mr. Puccio added that the street design on Belvedere Lane supported on-street parking only in areas where they depicted it in the plans.

She also inquired if there were windows on the sides in addition to the front and back. Mr. Puccio replied that the windows are only on the front and back – but presented some actual interior photos of similar floorplans showing adequate interior lighting.

Commissioner Kline appreciated the design and inquired about the HOA maintenance of the landscaping – would it be the same HOA as New Town Phase I or a separate HOA. Mr. Puccio acknowledged the importance of the question but did not yet have an answer. He stated that they were considering options, as there was a balance between HOA size and responsiveness, keeping dues under \$165 a month, and litigation risk mitigation.

Commissioner Kline inquired about what the maximum parapet height of the stacked units would be where they lined the streets. Mr. Puccio responded that the maximum height was right at 40 feet along the street. Commissioner Kline stated that it could be imposing along the street, and it would be great if the lower townhomes could be along the street by the Library as opposed to the stacked units. Mr. Puccio replied that they had the opposite sentiment – that having the stacked townhomes along the

street contributed to a defined urban border to the streetscape. Also, they tried to minimize roof pitch to the minimum allowable where tiles would still work. He stated that the design was such that the majority of the solar arrays would be hidden from the street.

Mr. Kline asked if the accent metal was the same as the garage door border – he liked it when they match. Mr. Puccio stated they would match.

Commissioner Steele inquired if Mr. Puccio had reviewed the new library architectural plans. He was interested in whether New Town, the Library, and MorningStar were compatible in terms of landscaping, architectural design, and color palette. Mr. Puccio stated that he was fairly certain that New Town Phase II went through design review prior to the submittal of the library plans. Ms. Drybread interjected that the Rampart Range Metro District would do the landscaping on both sides of the street, it would be drought-tolerant landscaping, and would be compatible.

Commissioner Steele asked if there would be stair-stepping within the buildings to accommodate the slope of the property. Mr. Puccio stated that there would be stair-stepping within the buildings to accommodate grade. The largest building would be stepped twice, at a maximum of two-feet per step-interval to accommodate grade.

Commissioner Steele asked when Phase I would come to market. Mr. Puccio responded that he was hoping models would be open in April – with townhomes taking about seven months to build.

Commissioner Steele also asked about the square footage of the townhomes. Mr. Puccio stated that the largest units would be 1,848 square feet – and would also include a full basement which could be optionally finished by the buyer. The smallest units would approximate 1,100 square feet.

Commissioner Steele further inquired about the ongoing maintenance of the solar panels. Mr. Puccio replied that if leased, Solar City would have responsibility for the maintenance on the leased systems, with the HOA having responsibility to clean the solar panels twice per year – basically hosing them off. Leasing solar panels works something like leasing a car – the homeowner has the option at the end of the 20-year lease to take ownership of the solar system or have Solar City come take it off. They could also be upgraded to newer technology at this point.

Commissioner Mikolajczak raised additional concerns relative to maintenance responsibilities of solar panels in attached townhomes in a shared HOA environment. Mr. Puccio reiterated that the HOA would be

responsible for exterior maintenance, and the lessor (Solar City) would be responsible for the maintenance of the solar array itself.

Commissioner Mikolajczak asked if there would be tank-less hot water throughout the development. There was discussion on whether solar and tank-less hot water systems should be optional or standard. Mr. Puccio responded that if they are required as part of the US Department of Energy's "Zero Energy Ready" requirements, then they will keep them, if not they maybe optional.

Commissioner Mikolajczak stated that anything that New Town could do to encourage buyers to get solar and tank-less systems would be appreciated as it set an example for energy sustainability. He encouraged them to discuss with prospective buyers the future value of paying a little more up front to save money over time and essentially value engineer the home. Mr. Puccio did not believe that any community in Colorado had adopted zero energy ready standards yet. He said that many were budget conscious and also discussed the paradox of choice – many people did not select the energy efficient options. He said the best way to encourage this is to make these energy-efficient features standard; however, they had to keep the units affordable.

Commissioner Mikolajczak inquired as to the character and substance of the City Council's conditions of approval for New Town Phase I. Mr. Puccio replied that they were cosmetic in nature.

Commissioner Mikolajczak asked if they could construct an indentation on the street for cars to pull into to access mail at the community mailboxes – to avoid traffic jams. Mr. Puccio stated that the mail kiosk was depicted as adjacent to off-street parking. It was not designed as a drive-by mail access.

Commissioner Mikolajczak asked about compatibility of the retaining wall between Phase I and II. Mr. Puccio replied that they would be substantially the same.

Commissioner Mikolajczak asked if some trees were rendered in the middle of sidewalks. Mr. Puccio stated that they will be located within the tree lawn.

Commissioner Mikolajczak inquired as to the color of the bike racks and benches – he believed they were metallic silver – and would this be the same as in Phase I. He also asked if handrails would be a coated black, as opposed to metallic silver. He felt that the handrails, bike racks, and street furniture should have the same finish. Mr. Puccio stated that this was consistent with Phase I, as was also confirmed by Ms. Drybread.

Where there were retaining walls or steps in the sidewalk, the rails would be coated black like in Phase I.

Commissioner Mikolajczak also inquired about whether the Hardy Board was colored all the way through, or just colored on the surface. Mr. Puccio explained that cementitious siding such as Hardy Board does not decay and rot as quickly as wood. They do not use pre-painted product since the approved SIP shows so many detailed and nuanced colors. New Town would rather just paint the product themselves on site to better match the SIP.

Chair Sippel inquired as to whether the solar panels on the front elevations would match the rooflines. Mr. Puccio stated that the panels would be aligned with the eaves of the rooflines as much as possible.

Commissioner Mikolajczak added that he was excited about this product as it provided a departure from typical Lone Tree residential development.

Commissioner Steele moved that RidgeGate Section 15, Filing 21, 3rd Amendment (New Town Phase II) Project #SP15-07R be recommended for approval, Commissioner Kline seconded, and the motion passed unanimously – excluding Commissioner Dodgen's vote as he had previously recused himself from the agenda item.

- H. **REFERRALS:** Homeowner Associations in the City were sent a referral and staff received no responses. Public Works Department comments were of a technical nature and will be addressed as a condition of approval as is standard practice.

- I. **STAFF FINDINGS AND RECOMMENDATION:**

Staff finds that the application is in conformance with the SIP requirements of the Lone Tree Zoning Code, the Subdivision Code, the Comprehensive Plan, and the RidgeGate Lincoln Commons Commercial Mixed-Use Sub-Area Plan.

Staff recommends the Planning Commission recommend approval of the SIP to City Council, subject to final approval by the Public Works Department, and with one condition:

1. The local park dedication of \$14,273 for the property will be paid to the City by the applicant prior to building permit approval.

END

**City of Lone Tree**

Department of Community Development  
9220 Kimmer Drive Suite 100  
Lone Tree, CO 80124  
Ph: 303-708-1818 Fax 303-225-4949

**DEVELOPMENT APPLICATION FORM**

◆ OFFICE USE ONLY ◆

PROJECT NAME: RidgeGate Sec. 15, Flg 21, 3RD AMDT

PROJECT FILE # SP15-07R

REQUEST: SIP (NewTown) Phase II

**SITE LOCATION:** Sky Ridge Avenue & Belvedere Lane  
(Nearest Intersections)

DATE SUBMITTED: 1/6/15

**OWNER:**

Name: NT RIDGEGATE MF LLC  
Address: 1553 Platte Street, Suite 100  
Denver, CO 80202  
Phone: 303-707-4400 FAX: 303-389-9334

FEES: \$ 3200 # 1033

(Engineering fees are not included)

**AUTHORIZED REPRESENTATIVE:**

Name: JAY GARCIA Fax: 303-389-9334  
Address: 1553 Platte Street, Suite 100 Email: jgarcia@newtownbuilders.com  
Phone: 303-707-4405 Business/Project Name: NT RIDGEGATE MF LLC

**LEGAL DESCRIPTION (site address):**

**PROJECT INFORMATION:**

Subdivision Name: Ridge Gate Section 15 Filing #: 21 Lot # (if appropriate): 3 Block #: \_\_\_\_\_  
Planning Area # (if PD) RidgeGate 4th Amendment  
PRESENT ZONING: PD C/M-U (When rezoning) – PROPOSED ZONING N/A  
GROSS ACREAGE: 1.831 # of units (residential) 29  
Unit type: Townhome  
FIRE DISTRICT: South Metro Fire METRO DIST: Rampart Range Metro District No. 1  
WATER: Southgate Water & Sanitation ELEC: Xcel Energy  
SEWER: Southgate Water & Sanitation GAS: Xcel Energy

Further submissions pursuant to this application may include any and all development proposals, submissions, applications and procedures that may be made or initiated under the City of Lone Tree Charter, ordinances, rules, regulations, guidelines or policies including, without limitation, those for any of the following: (i) annexation; (ii) zoning or re-zoning, including any development plan for zoning within the Planned Development (PD) District; (iii) preliminary PD or PUD site plan, or related design guidelines or development standards; (iv) final PD or PUD site plan; (v) Site Improvement Plan; (vi) any master or general development plan, sub-area plan, site plan or similar development plan, however denominated, which may be provided for under any PD development plan or any other zoning; (vii) Sketch Plan, Preliminary Plat or Final Plat; or (viii) any amendment made to any of the foregoing, as applied for or as approved. *To the best of my knowledge, the information contained on this application is true and accurate.*

APPLICANT SIGNATURE: \_\_\_\_\_

Date: 1/6/15



9222 Teddy Lane  
Lone Tree, Colorado 80124



Ph: 303-662-8112  
Fax: 303-792-9489  
www.cityoflonetree.com

# CITY OF LONE TREE

Department of Public Works

February 19, 2015

City of Lone Tree  
Jennifer Drybread  
9220 Kimmer, Suite 100  
Lone Tree, CO 80124

Re: SP15-07R (New Town Phase 2 - SIP)  
RidgeGate Sec 15, Fil. 21, Lot 3  
and  
SB15-06R (Replat Lot 3)  
RidgeGate Filing No. 21, 3rd Amendment  
  
Project No. 061-405

Dear Jennifer:

We have reviewed the SIP and Plat referrals for the above referenced Project.

The SIP package submitted and reviewed consists of the following documents:

- Site Improvement Plan (16 sheets), dated 1/27/15, by Redland et.al.
- Narrative letter & application.

The Plat package submitted and reviewed consists of the following document:

- RidgeGate Filing No. 21, 3<sup>rd</sup> Amendment (Replat of Fil. 21 Lot 3) (2 sheets), dated 1/26/15, by Aztec Consultants, Inc. et. al.
- Narrative letter & application

As a separate action, either concurrent with, or following SIP consideration, the following engineering documents will be required to be submitted for City Engineering review, comments and approvals. Once submitted, we will work directly with the applicant's civil engineer, Redland, on achieving final engineering approval(s) on those documents.

- Civil Construction Plans (CD's)
- Grading, Erosion and Sedimentation Control (GESC) Plans.
- Grading, Erosion and Sedimentation Control (GESC) Report.
- Drainage Conformance Letter / Phase III Drainage Report.

Our comments are provided below:

### General Comments

1. The Public Works/Engineering SIP Review fee for this Project, per the adopted standard review fee schedule (re: SIP – Major Amendment) is \$3,000.00. Review and comment on the SIP, GESC Plans,

GESC Report and Drainage Report are covered under this review fee. The SIP review fee has been paid. A separate fee of \$1,600.00 will be associated with the Civil Construction Plans review, and should be submitted prior to or with submittal of the full civil engineering documents for review. That payment should be made out to "City of Lone Tree" and delivered to my attention at Public Works.

2. The Plat submittal review fee also has been paid, and will be addressed in the Technical Plat Referral comment letter by Mike Cregger.
3. A Site Improvement Plan Improvements Agreement (SIPIA) is anticipated to be required for the proposed Project\*\* The SIPIA standard form is available for reference on the City website (<http://www.cityoflonetree.com/DocumentView.aspx?DID=23>). The surety referenced in the SIPIA would cover all Project improvements to be installed by New Town that are located within the public right-of-ways of Town Ridge Drive, Arts Center Drive, Belvedere Lane and/or Sky Ridge Avenue. (e.g. curb returns, drive approaches, sidewalk, etc.).

**\*\* Note:** All of the sidewalks, and any other curb returns, etc. around the perimeter of the NewTown site should be installed and complete before issuance of any certificates of occupancy for the site. Some of those improvements may be done by the RRMD. Some may be done by NewTown (and either paid for by NewTown, or reimbursed to NewTown by the RRMD. The SIPIA and associated surety will need to address and cover that portion to be constructed by NewTown (whether ultimately reimbursed by RRMD or not).

4. A Grading, Erosion and Sedimentation Control (GESC) Permit will be required for this Project. The GESC Permit may not be obtained prior to final approvals of the GESC Plans / GESC Report and at least recommendation of SIP approval by the City Planning Commission. No site work may begin prior to issuance of the GESC Permit.
5. Since this site exceeds one (1) acre of disturbed area, the developer must obtain a State Stormwater Construction Permit from the Colorado Department of Public Health and Environment (CDPHE), in addition to the City of Lone Tree issued GESC Permit.
6. Only those sheets within the SIP set for which we have specifically identified comments are listed below. Comments provided also may apply to other sheets/locations in the Project documents. The applicant's professional(s) should verify that the item(s) are addressed throughout the related Project documents consistently, as applicable.

### **Specific Comments**

#### **Plat Submittal:**

1. The replat of Fil. 21, Lot 3 appears to be being processed by Coventry Development / Lincoln Commons South, Inc. as the current owner of Lot No. 3, in anticipation of the proposed New Town Phase 2 Development indicated in the SIP. The Plat (replat) subdivides the development into individual lots (29 lots, one lot per proposed Town Home). The remainder of the site is incorporated into two (2) Tracts which encompass the on-site drives and open space.
2. Based on the SIP, extensive landscaping is proposed around the perimeters of the proposed development (See SIP Sheet 3). The Plat indicates that the two indicated Tracts are to be owned and maintained by the HOA. However, quite a bit of indicated landscaping is shown on each of the respective "private" lots, apparently making the individual lot owners responsible (as the property owners) for this landscaping.

3. As noted in the preceding comment, the Plat includes 2 tracts and 29 lots. One of the tracts (Tract B) consist of the on-site drives, and is indicated on the Plat as “Utility, Drainage, Public Access and Emergency Vehicle Access Easements”. This tract also provides public water and sanitary sewer easements (e.g. to Southgate Water District and Southgate Sanitation District). Additionally, there are two on-site fire hydrant “bump-outs” noted on the Plat (F.H.E. – Fire Hydrant Easements). It may be appropriate to either note the Southgate easements directly upon the plat, or to add a note regarding those easements as being granted by separate document.

**SIP Submittal:**

1. Sheet 1– Cover Sheet:

- a. The Site Data Chart indicates that:
  - i. 52 internal (in garages) and 8 internal parking spaces provide a total of 59 on-site parking. The correct on-site parking total is 60.
  - ii. Six (6) “Perimeter Street” parking spaces are indicated as being counted toward provision of the total 66 required parking spaces. However, the SIP does not show the location/ marking of those six spaces. We anticipate the intent is to utilize parking on the east side of Town Ridge Drive, between the site drive and Sky Ridge Avenue. Based on allowance for parking setback from the drive and from the cross-walk at Sky Ridge, there appears to be space for up to 11 parking spaces along this segment. Some of the parking spaces would be in conflict with the driveway-street intersection line of sight requirements, per City adopted Douglas County Roadway Design and Construction Standards. However, per Section 4.11.4 of those standards, parking within the sight triangle may be allowed on local streets. This portion of Town Ridge Drive meets the design criteria for the DC referenced “local streets”, and the proposed parking would therefore not be precluded.

2. Sheet 2 – Site Plan:

- a. We have no objections to the overall SIP concept presented. We did note a few “drafting” type items that we believe would be appropriate to be corrected/included on the final SIP, but which do not cause a problem in terms of overall approval of the concept, as follows:
  - i. Town Ridge Drive (as currently Platted, and as shown on the concurrent Filing 21, 3<sup>rd</sup> Amd. Plat) is incorrectly labeled as Town Ridge Road in the SIP (on Sheets 2, 3, 7, 8 & 10).
  - ii. We recommend the individual units be numbered, in conformance with the Lot Numbers included on the Plat (e.g. units 1 – 29).
  - iii. The individual unit water meters are not graphically shown for the two northern-most 4-plex buildings.
  - iv. The “Master” water meter for the south-western most building is not graphically shown.
  - v. The continuation of the storm sewer in Sky Ridge Avenue, west from the east side of Town Ridge Drive, is not graphically indicated.

3. Sheet 3 –Landscaping Plan:

- a. We do not review landscaping overall. We do, however, review for potential landscaping conflicts with driveway and intersection sight-distance triangles. The sight-triangles for the on-site drive connections to Town Ridge Drive and Belvedere Lane, and for the Belvedere Lane/Art Center Drive and Town Ridge Drive/Art Center Drive intersections are shown on Sheet 2. The Belvedere Lane/Sky Ridge Avenue and Town Ridge Drive/Sky Ridge Avenue intersection sight triangles are not shown. Only the on-site drive/Town Ridge Drive sight triangles are included on the Sheet 3 Landscaping Plan. We do not anticipate the indicated New Town Phase 2 development and

proposed landscaping conflicts with any of these "missing" sight triangles, However, we request that all of the sight triangles be shown upon the Sheet 3 landscaping plan for confirmation.

4. Sheet 7 – Grading Plan:

a. We have no general objections to the overall grading and drainage as indicated on this SIP plan sheet. We will review the specific grading and drainage in more detail upon submittal of the detailed Civil construction plans and Drainage Report.

5. We have no comments on the other sheets within the SIP Plan set, as those sheets address details/items typically not part of the Engineering reviews.

**CONCLUSION**

The general concept of the proposed New Town Phase 2 Development presented in SIP SP15-07R and Plat SB15-06R appears acceptable to Engineering/Public Works (subject to any separate Technical Plat Referral comments by Mike Cregger). Upon appropriate resolution of the issues we have noted, we have no objection to recommendation of SIP and/or Plat approval contingent upon final Engineering/Public Works approval of the various engineering documents/plans.

Please feel free to call me with any questions or comments at 303-662-8112.

Sincerely,



Gregory A. Weeks, PE, LEED ® AP  
City Engineer

**RidgeGate  
Residential Design Review Committee  
New Town Builders  
Lincoln Commons South, Phase II  
Schematic Design  
November 11, 2014**

**In attendance from the Design Review Committee:**

Jon Hindlemann, Hindlemann Architects  
Craig Karn, Consilium Design  
Steve Lane, Sessions  
Dick Marshall, Landscape Architect

**In attendance from/for New Town Builders:**

Kevin Puccio, New Town Builders  
Jay Garcia, New Town Builders  
Bob Wilson, The Abo Group  
Paul McMahon, Valerian LLC  
Rick Rome, Redland Group

**Overview:**

The applicant introduced the next phase of the project in the Lincoln Commons South area. The project is on Lot 3 and is a continuation of the previously approved townhome product consisting of a total of 22 additional 2-story courtyard townhomes and 3-story stacked townhomes. The site plan and landscape plan were driven by the street alignment of Belvedere Lane. There will be limited landscaping on the north edge of the property due to an existing Southgate utility easement.

There will be a pocket park along Belvedere Lane in front of the courtyard row homes, directly across the street (west) from an active pocket park in phase I of the project. The park will be passive and include a sitting area. No significant pedestrian lighting will be needed due to lighting from adjacent projects, building lights and street lights. No architectural changes were made other than what was required by City Council for the previous project, including changes to color, exterior materials, awnings and trim details, balcony railing, and the roof line of the courtyard units.

**DRC Comments:**

**Architecture**

- The Design Review Committee would like to see subtle, yet coordinated, color differences from the current monochromatic palette.

**Site Plan/Landscape Plan**

- Coordinate landscape with the library.
- Relocate the sitting area of the pocket park to the center and create connections to the sidewalk for residents and pedestrians. Also, add more features in the park.
- Provide landscape/streetscape plan along Town Ridge Drive.

**The meeting ended at 2:00pm. The applicant was approved to the Design Development phase of the Design Review process.**



December 12, 2014

Jennifer Drybread  
City of Lone Tree  
Community Development Department  
9220 Kimmer Drive, Suite 100  
Lone Tree, CO 80124

**RE: RidgeGate DRC Approval – New Town Townhomes, Phase II – Lot 3**

Dear Jennifer:

The RidgeGate DRC has reviewed the Design Development plans for phase II – Lot 3 of the New Town Townhouse development in the Lincoln Commons South area, east of the Lone Tree Arts Center. The DRC approves the project through the Design Development (DD) stage. The DRC supports the applicant's submission of an application for Site Improvement Plan (SIP) review by the city.

Please let us know if you have any comments or questions regarding this correspondence or project.

Regards,



Darryl Jones,  
RidgeGate DRC Administrator

## **Project Narrative – SIP**

RidgeGate Section 15, Filing 21, Lots 3  
NT RidgeGate MF LLC  
Lincoln Commons South

### Landowner:

Colony Investments  
1041 3<sup>rd</sup> Ave  
New York, NY 10021

## **General Information**

### Owner / Developer:

NT RidgeGate MF LLC  
1553 Platte Street  
Suite 100  
Denver, CO 80202  
Kevin Puccio, Vice President

### Plat Prepared by:

Redland  
8000 South Lincoln Street, Suite 206  
Littleton, CO 80122

### Subdivision Name:

RidgeGate Section 15, Filing 21, Lot 3

### Zoning:

RidgeGate, Fourth Amendment PDD

### Water and Sanitation Provider:

Southgate Water & Sanitation District

## **Development Impact**

### Impact of Development:

NT RidgeGate MF LLC proposes to build 29 town homes as part of Phase II. The residential development will provide high-quality energy efficient housing for the community. Phase II of the neighborhood is designed to be walkable with alley loaded homes, strong pedestrian connections and proximity to amenities, such as open space and retail.

### Housing mix:

- Courtyard Row Home (CY)
- Stacked Townhomes (ST)

Phase II of the neighborhood will be complimentary to adjacent land uses. A strong urban edge will align with the surrounding streets (existing and future) with townhomes fronting the surrounding streets and internal pocket park.

The Courtyard Row Homes and Stacked Townhomes will offer the residents of RidgeGate a more affordable alternative to single family detached housing while still offering the amenity of private outdoor space.

The site plan for Phase II has been designed to provide an attractive balance of hardscape and landscape components. These gathering areas will promote community and emphasize walkability. The neighborhood is adjacent to parks, a future district promenade and a future library.

### **Compliance with Intent and Approval Standards**

#### Intent of Site Improvement Plan Process

The proposed Phase II townhome design compiles with the intent of the City of Lone Tree Site Improvement Plan process (outlined in Section 16-27-10 of Article XXVII) by promoting high-quality residential design and sustainable and healthy living. As referenced above, the site has been designed to integrate courtyards, connect to parks and provide a balance of hardscape and landscape components. These public and private spaces promote community and emphasize walkability. The surrounding land uses are embraced with the design of this site plan.

#### Approval Standards:

Phase II is in conformance with the current City of Lone Tree Comprehensive Plan, Design Guidelines, and Code. This project will also comply with the applicable standards listed in Section 16-27-90 of Article XXVII.

### **Development Phasing**

#### Proposed Development Schedule:

NT RidgeGate MF LLC proposes to develop the land as the 2<sup>nd</sup> phase ("Phase II") of its townhome project on the opposite side of Belvedere Lane which was approved by the City of Lone Tree City Council on August 19, 2014. Depending on the townhome sales and schedule for construction for the 1<sup>st</sup> phase across the street, construction for Phase II could begin anytime between 2016 and 2018.

### **Sustainability**

#### Sustainability and Energy Efficiency:

NT RidgeGate MF LLC supports the City of Lone Tree's environmental goals and will employ green building practices and energy efficient design and construction for Phase II of the townhome development. The Site Plan for Phase II was developed considering the optimum solar orientation and community access to nearby parks and open space. NT RidgeGate MF LLC will offer solar panels as a renewable energy source. The landscape plan for Phase II includes native plants to limit the irrigation requirements.

NT RidgeGate MF LLC has the greatest focus on energy efficiency of any homebuilder in the Denver region. The following construction principles have been utilized (and will continue to be refined):

- The frame of each home is turned into an insulating envelope to keep the outside air out and the inside air exceedingly comfortable.
- Heating and air conditioning ducts are checked for tightness so heated or cooled air reaches its destination with loss of less than seven percent.
- High efficiency furnaces, air conditioners and tankless water heaters are included.
- Each home is planned to include a photovoltaic (solar) electricity generating system on the roof as a standard feature.

All homes are intended to be built to Department of Energy “Zero Energy Ready Home” standards. The level of energy efficiency for every one of our homes efficiency is certified by an independent third party energy auditor.

NT RidgeGate MF LLC takes building science to the next level, demonstrating that energy efficient homes are also beautiful and affordable. For the first time, everyday homebuyers can see and purchase an energy efficient home that is truly “state-of-the-art” in building science.

### **Other Project Data**

Total number of employees on maximum shift:

TBD, Varies

Square footage of Buildings:

Varies

The total building foot print is approximately 34,650 SF (+/- 43.4% of the site)

Lot Area:

1.831 Acres (79,789 SF)

Anticipated Opening Date:

Following Phase I on the east side of Belvedere Lane.

### **Variances**

There are no variances necessary with this proposal.



## City of Lone Tree Design Guidelines

### Statement of Design Intent

Using this form, or a separate page, please describe how the project meets the intent of the City of Lone Tree Design Guidelines, including the City's Core Design Principles. (If the project is located within a Planned Development that is governed by additional design standards or guidelines, please address how the project satisfies the intent of those standards and guidelines as well).

Please use the outline below as a guide in formulating your response. You may also use this opportunity to describe particular strengths, unique features, sustainable practices, or innovations that distinguish the design of the project, as well as any particular opportunities or challenges that should be considered. This Statement of Design Intent is intended to encourage thoughtful consideration of design guidelines and to give project reviewers and decision makers a more thorough understanding of the project.

**Project Name:** New Town Builders – Lincoln Commons South

**Location:** RidgeGate Section 15, Filing 21, Lot 3

#### 1. Overall Design Concept:

*Briefly describe the use and overall concept for the project as a whole.*

New Town Builders is proposing to build twenty-nine (29) town homes. These townhomes will be a mix of "Courtyard Row House" constructed in an attached rowhome configuration as well as a "Stacked Townhome" (ranging from 3 attached units to 6 attached units). The residential development will provide high-quality energy efficient housing for the community. The neighborhood is designed to be walkable, with alley loaded homes, strong pedestrian connections and proximity to amenities, such as open space and retail. This project will also compliment and correspond with the townhome project across the street that was approved by the City of Lone Tree City Council in August of 2014.

The Site Plan was developed considering the best solar orientation and community access to nearby parks and open space. New Town Builders plans to offer solar panels on as a renewable energy source. The landscape plan includes native plants to limit the irrigation requirements. New Town Builders supports the City of Lone Tree's environmental goals and will employ green building practices and energy efficient design and construction for the townhome development.

#### 2. Context and Site:

*Describe how the project relates functionally and visually to the context of the surrounding area (consider issues of form and character; the natural environment; vehicular and pedestrian access and circulation systems, etc.).*

The neighborhood is complimentary to adjacent land uses. A strong urban edge aligns SkyRidge Avenue to the north and Belvedere Lane to the east. The design of the project will continue to coordinate with the design of Arts Center Drive to the south (future) and Town Ridge Road to the west (future).

The Courtyard Row Homes will offer the residents of RidgeGate a more affordable alternative to single family detached housing while still offering the amenity of private outdoor space. Many of the homes front on to a park or courtyard, providing an attractive balance of hardscape and landscape components. These gathering areas promote community and emphasize walkability. The neighborhood also has access to parks and a pedestrian promenade as well as the Lone Tree Arts Center and future Douglas County Library to the west.

### **3. Public Realm**

*Describe how the project contributes to an inviting, safe and functional public realm (consider public spaces, street/sidewalk – level experience, lighting, landscaping and signage).*

The project has been designed to positively contribute to the existing and future public spaces. The alley-loaded residential design allows the homes to front onto the streets and an internal pocket park. The high-quality architectural design provides an inviting street scene for pedestrians and motorists. Landscaping will be integrated into the project to compliment the architecture. Wide sidewalks and mid-block pedestrian connections offer a pedestrian-friendly environment. The lighting for the project will fit in with the surrounding character of the community and it will also offer safety at night. The signage for the project will be pedestrian scale and will complement the design of the architecture.

### **4. Architectural Design**

*Describe how the architectural design contributes to the unique qualities of the area and how design concepts result in a unified, functional and high quality design (consider building form and composition, façade composition and articulation, materials and colors and lighting).*

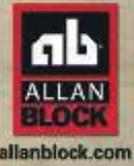
This project provides a unique opportunity to utilize similar design principles and composition already in place within the community as seen at The Lone Tree Arts Center. As a result, simple, angular contemporary forms dominate the overall architectural language of these single-family attached townhome residences by NT RidgeGate MF LLC. Furthermore, by utilizing a color and material palette that strays only slightly from that of its immediate surroundings, the intent is for these townhomes to complement rather than compete with the neighborhood context. The architectural theme is also based on an “additive” approach that allows for a balanced arrangement of materials that avoids large expanses of blank walls or monotonous color applications.

On the interior, each of the townhome product types offers a minimum 10’ ceiling height at the main living level which allows for greater window area, light and overall spaciousness. Individual private and semi-private outdoor areas (patios and/or decks made of composite materials) as well as attached garages (one-car or 2-car) are provided for each individual townhome as well.

Another important aspect of the architectural design is energy efficiency. These townhomes will be built to the U.S. Department of Energy ‘Zero Energy Ready Home’ specifications offering a cost-effective, high performance package of energy savings, comfort, health, and durability unparalleled in today’s marketplace. Only a select few of the top builders in the country meet the extraordinary levels of excellence and quality specified by the DOE guidelines.



AB Collection - AB Steps



AB Collection

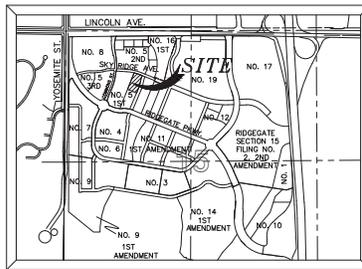


AB Collection - AB Steps

# RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT

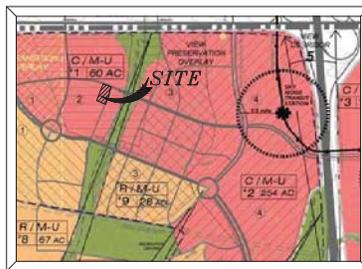
## RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1

1.83 ACRES  
SITE IMPROVEMENT PLAN # SP 15-07R



VICINITY MAP

SCALE: 1" = 1000'



PDD VICINITY MAP

SCALE: 1" = 1000'

SITE DATA CHART		
GROSS SITE AREA	SQUARE FOOTAGE	% OF GROSS SITE
BUILDING FOOTPRINT	34,650 sf	43.4%
PARKING / ROADS	19,965 sf	25.0%
HARDSCAPE SUBTOTAL	5,290 sf	6.6%
LANDSCAPE AREA	19,884 sf	25.0%
TOTAL	79,789 sf	100.0%
BUILDING DATA		
29 UNITS IN 7 BUILDINGS		
UNITS	REQUIRED PARKING	
2 BEDROOM ~ 6 UNITS	2 SPACES	12
2 BEDROOM + LOFT/ ~ 23 UNITS	2 SPACES	46
3 BEDROOM		
TOTAL ~ 29 UNITS	TOTAL SPACES	58
GUEST PARKING @ 25% PER UNIT	TOTAL SPACES	8
TOTAL		66
PARKING PROVIDED		
IN GARAGES	52	
INTERNAL SURFACE	8	
TOTAL ON SITE	60	
PERIMETER STREET	6	
TOTAL	66	100%
BICYCLE PARKING		
REQUIRED @ 2%	3	
PROVIDED	4	

INDEX OF DRAWINGS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE PLAN
3	LANDSCAPE PLAN
4	LANDSCAPE SCHEDULE
5	SITE FURNISHINGS DETAILS
6	SITE FURNISHINGS DETAILS
7	GRADING PLAN
8	LIGHTING PLAN
9	LIGHTING DETAILS & SITE SECTION
10	IRRIGATION PLAN
11	IRRIGATION EQUIPMENT SCHEDULE
12	CY-3PB BUILDING ELEVATIONS
13	CY-4P BUILDING ELEVATIONS
14	CY-4P BUILDING ELEVATIONS
15	ST-4PA BUILDING ELEVATIONS
16	ST-4PC BUILDING ELEVATIONS

### PROJECT TEAM

<b>OWNER/DEVELOPER</b>	<b>PLANNER/ARCHITECT</b>
NT RidgeGate MF LLC 1553 Platte Street Suite 100 Denver, CO 80204 (303) 707-4400 voice contact: Mr. Kevin Puccio	The Abo Group 12600 West Colfax Ave, Suite C200 Lakewood, CO 80215 303.531.4990 voice
<b>CIVIL ENGINEER</b>	<b>LANDSCAPE ARCHITECT</b>
Redland 8000 Lincoln Street, Suite 206 Littleton, Colorado 80122 720.285.6763 voice Contact: Rick Rome, P.E. Email: rrome@redland.com	Valerian, LLC 3001 Brighton Boulevard Ste 643 Denver, Colorado 80216 303.347.1200 voice Contact: Paul McMahon Email: Paul@valerianllc.com

SECTION 16-27-70(b)(1)  
THE PROPERTY HEREIN IS SUBJECT TO ALL APPLICABLE REQUIREMENTS OF THE LONE TREE ZONING CODE, INCLUDING BUT NOT LIMITED TO MAINTENANCE, LIGHTING, PARKING, SIGNAGE, AND OUTDOOR STORAGE, EXCEPT AS MAY OTHERWISE BE ADDRESSED IN AN APPROVED DEVELOPMENT PLAN OR SUB-AREA PLAN.

APPROVAL CERTIFICATE  
THIS SIP HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORD WITH CITY REGULATIONS, AS APPROVED BY THE CITY ON \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: COMMUNITY DEVELOPMENT DIRECTOR  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: CITY ENGINEER  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: MAYOR  
DATE: \_\_\_\_\_

THE OWNER(S) OF THE LANDS DESCRIBED HEREIN, HEREBY AGREE(S) (1) TO DEVELOP AND MAINTAIN THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH THIS APPROVED SITE IMPROVEMENT PLAN AND IN COMPLIANCE WITH CHAPTER 16 OF THE LONE TREE MUNICIPAL CODE AND THAT (2) THE HEIRS, SUCCESSORS AND ASSIGNS OF THE OWNER(S) SHALL ALSO BE BOUND. THE SIGNATURES OF THE OWNER(S) REPRESENTATIVE(S) BELOW INDICATE THAT ANY REQUIRED AUTHORIZATIONS TO ENTER THIS AGREEMENT, INCLUDING ANY CORPORATE AUTHORIZATIONS, HAVE BEEN OBTAINED.

BY: \_\_\_\_\_ (NAME OF OWNER)  
\_\_\_\_\_  
(SIGNATURE OF OWNER)  
\_\_\_\_\_  
(PRINTED NAME AND TITLE)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.  
SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, BY \_\_\_\_\_  
WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
APPROVAL BY THE CITY OF LONE TREE DOES NOT SIGNIFY THAT THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) HAVE BEEN SATISFIED. THE APPLICANT IS RESPONSIBLE TO ENSURE THAT SAID ADA REQUIREMENTS HAVE BEEN MET.

DATE	TIME	BY	FOR

RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT  
SITE IMPROVEMENT PLAN  
COVER SHEET

1 of 16



# RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT

## RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1

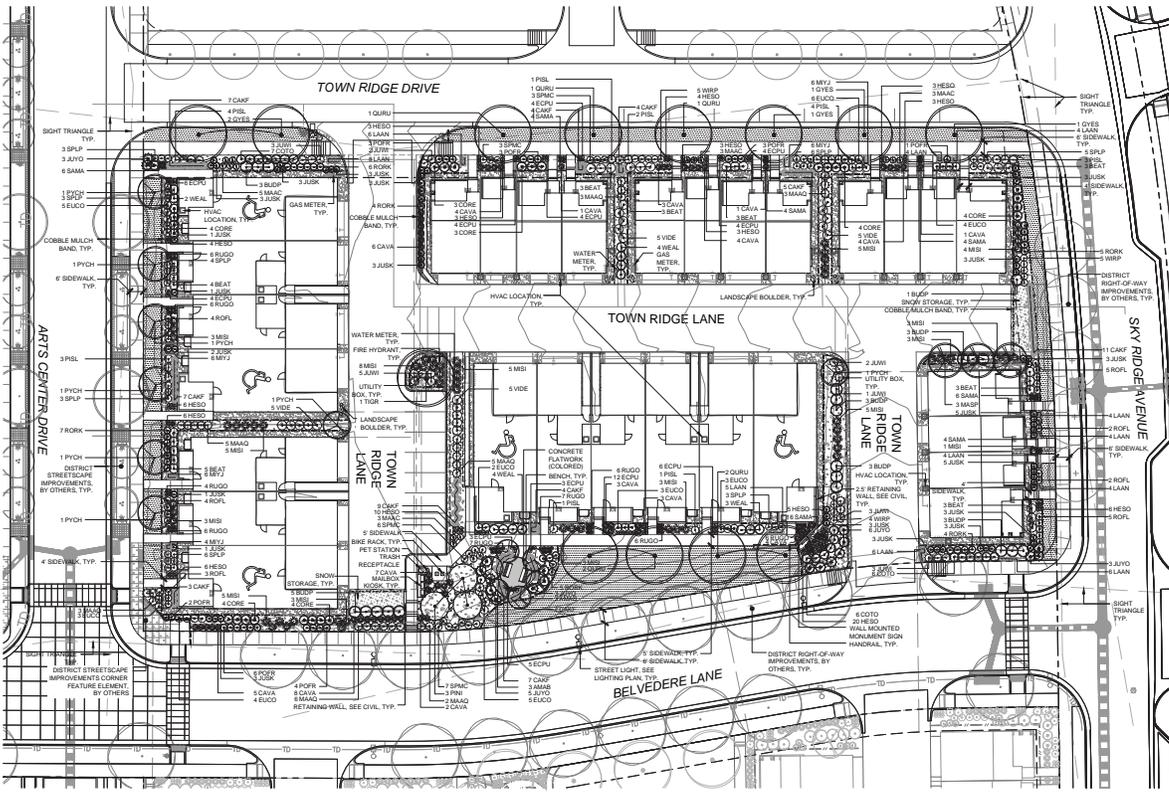
1.83 ACRES

SITE IMPROVEMENT PLAN # SP 15-07R

STATE LICENSED  
LANDSCAPE ARCHITECT



SYMBOL	DESCRIPTION
(Symbol)	SHADE TREE
(Symbol)	EVERGREEN TREE
(Symbol)	ORNAMENTAL TREE
(Symbol)	DECIDUOUS SHRUB
(Symbol)	EVERGREEN SHRUB
(Symbol)	ORNAMENTAL GRASS
(Symbol)	PERENNIAL
(Symbol)	LANDSCAPE BOULDER (2'-3')
(Symbol)	STEEL EDGING
(Symbol)	MANDRAL
(Symbol)	RETAINING WALL
(Symbol)	SOD
(Symbol)	WOOD MULCH
(Symbol)	DECORATIVE PAVING
(Symbol)	TRASH RECEPTACLE
(Symbol)	PET WASTE STATION
(Symbol)	BIKE RACK
(Symbol)	BENCH
(Symbol)	STREET LIGHT
(Symbol)	PEDESTRIAN LIGHT



1 LANDSCAPE PLAN



RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT  
SITE IMPROVEMENT PLAN  
LANDSCAPE PLAN

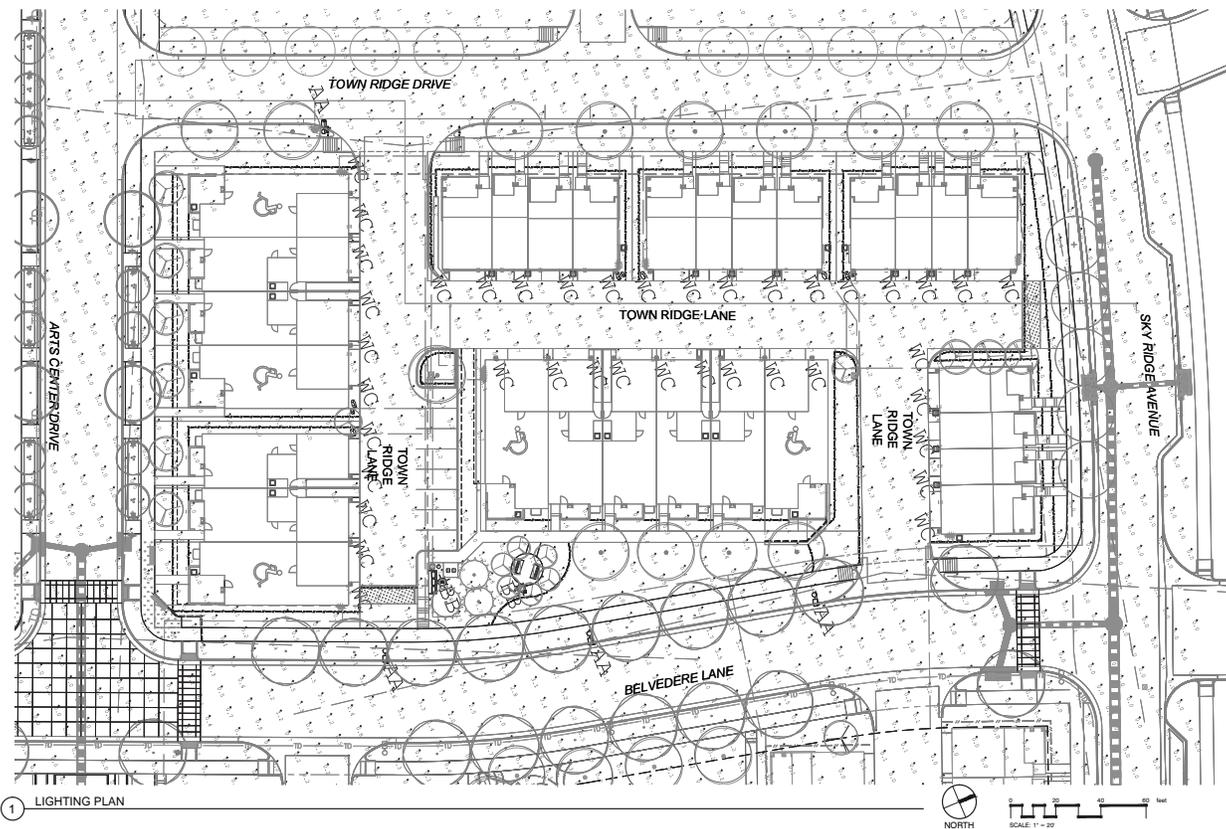








**RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT**  
**RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1**  
 1.83 ACRES  
 SITE IMPROVEMENT PLAN # SP 15-07R



**LEGEND**  
 ○ Street Light-AA  
 ⊕ Pedestrian Light-AB  
 ⊖ Pole Mounted Light-AC  
 (Pole)

1 LIGHTING PLAN

REDLAND  
 V  
 NEW TOWN  
 RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT  
 SITE IMPROVEMENT PLAN  
**LIGHTING PLAN**  
 8 of 16





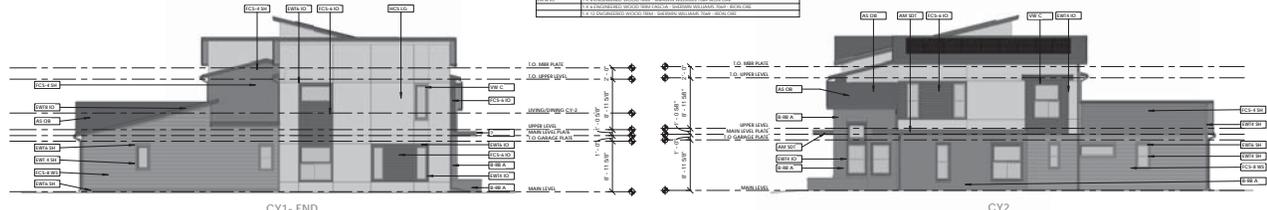


# RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1

1.87 ACRES  
SITE IMPROVEMENT PLAN # SP 15-07R

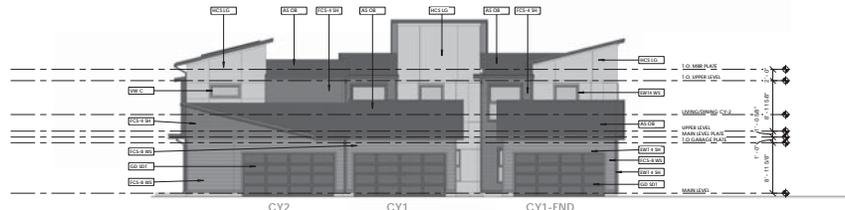


MATERIAL LEGEND	
SYMBOL	DESCRIPTION
(Symbol)	1.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	2.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	3.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	4.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	5.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	6.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	7.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	8.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	9.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	10.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	11.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	12.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	13.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	14.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	15.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	16.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	17.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	18.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	19.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	20.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	21.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	22.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	23.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	24.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	25.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	26.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	27.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	28.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	29.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	30.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	31.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	32.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	33.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	34.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	35.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	36.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	37.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	38.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	39.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	40.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	41.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	42.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	43.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	44.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	45.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	46.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	47.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	48.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	49.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)
(Symbol)	50.0" ASPHALT DRIVEWAY - 4" GRANULAR SUB-BASE (18" MIN. TOTAL THICKNESS)



4 LEFT ELEVATION - 1/8" = 1'-0"

3 RIGHT ELEVATION - 1/8" = 1'-0"



2 REAR ELEVATION - 1/8" = 1'-0"



1 FRONT ELEVATION - 1/8" = 1'-0"

REDLAND  
VALENTI  
NEW TOWN

RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT  
SITE IMPROVEMENT PLAN  
CY-3PC BUILDING ELEVATIONS

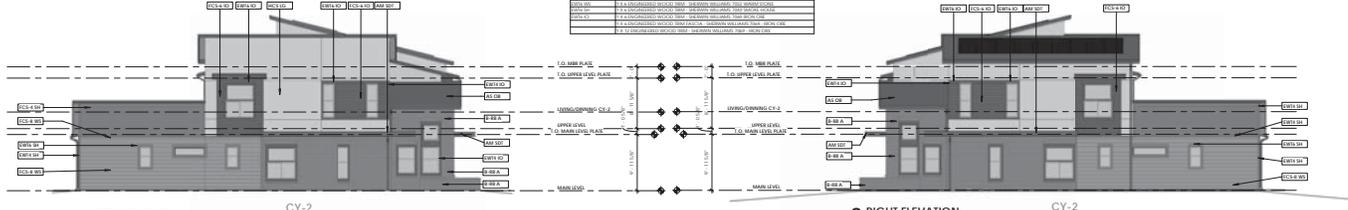
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**RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT**  
**RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1**

1.87 ACRES  
 SITE IMPROVEMENT PLAN # SP 15-07R



SYMBOL	DESCRIPTION
CL-1	1.5" POLYURETHANE INSULATION
CL-2	1.5" POLYURETHANE INSULATION
CL-3	1.5" POLYURETHANE INSULATION
CL-4	1.5" POLYURETHANE INSULATION
CL-5	1.5" POLYURETHANE INSULATION
CL-6	1.5" POLYURETHANE INSULATION
CL-7	1.5" POLYURETHANE INSULATION
CL-8	1.5" POLYURETHANE INSULATION
CL-9	1.5" POLYURETHANE INSULATION
CL-10	1.5" POLYURETHANE INSULATION
CL-11	1.5" POLYURETHANE INSULATION
CL-12	1.5" POLYURETHANE INSULATION
CL-13	1.5" POLYURETHANE INSULATION
CL-14	1.5" POLYURETHANE INSULATION
CL-15	1.5" POLYURETHANE INSULATION
CL-16	1.5" POLYURETHANE INSULATION
CL-17	1.5" POLYURETHANE INSULATION
CL-18	1.5" POLYURETHANE INSULATION
CL-19	1.5" POLYURETHANE INSULATION
CL-20	1.5" POLYURETHANE INSULATION
CL-21	1.5" POLYURETHANE INSULATION
CL-22	1.5" POLYURETHANE INSULATION
CL-23	1.5" POLYURETHANE INSULATION
CL-24	1.5" POLYURETHANE INSULATION
CL-25	1.5" POLYURETHANE INSULATION
CL-26	1.5" POLYURETHANE INSULATION
CL-27	1.5" POLYURETHANE INSULATION
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CL-29	1.5" POLYURETHANE INSULATION
CL-30	1.5" POLYURETHANE INSULATION
CL-31	1.5" POLYURETHANE INSULATION
CL-32	1.5" POLYURETHANE INSULATION
CL-33	1.5" POLYURETHANE INSULATION
CL-34	1.5" POLYURETHANE INSULATION
CL-35	1.5" POLYURETHANE INSULATION
CL-36	1.5" POLYURETHANE INSULATION
CL-37	1.5" POLYURETHANE INSULATION
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CL-39	1.5" POLYURETHANE INSULATION
CL-40	1.5" POLYURETHANE INSULATION
CL-41	1.5" POLYURETHANE INSULATION
CL-42	1.5" POLYURETHANE INSULATION
CL-43	1.5" POLYURETHANE INSULATION
CL-44	1.5" POLYURETHANE INSULATION
CL-45	1.5" POLYURETHANE INSULATION
CL-46	1.5" POLYURETHANE INSULATION
CL-47	1.5" POLYURETHANE INSULATION
CL-48	1.5" POLYURETHANE INSULATION
CL-49	1.5" POLYURETHANE INSULATION
CL-50	1.5" POLYURETHANE INSULATION
CL-51	1.5" POLYURETHANE INSULATION
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CL-71	1.5" POLYURETHANE INSULATION
CL-72	1.5" POLYURETHANE INSULATION
CL-73	1.5" POLYURETHANE INSULATION
CL-74	1.5" POLYURETHANE INSULATION
CL-75	1.5" POLYURETHANE INSULATION
CL-76	1.5" POLYURETHANE INSULATION
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CL-79	1.5" POLYURETHANE INSULATION
CL-80	1.5" POLYURETHANE INSULATION
CL-81	1.5" POLYURETHANE INSULATION
CL-82	1.5" POLYURETHANE INSULATION
CL-83	1.5" POLYURETHANE INSULATION
CL-84	1.5" POLYURETHANE INSULATION
CL-85	1.5" POLYURETHANE INSULATION
CL-86	1.5" POLYURETHANE INSULATION
CL-87	1.5" POLYURETHANE INSULATION
CL-88	1.5" POLYURETHANE INSULATION
CL-89	1.5" POLYURETHANE INSULATION
CL-90	1.5" POLYURETHANE INSULATION
CL-91	1.5" POLYURETHANE INSULATION
CL-92	1.5" POLYURETHANE INSULATION
CL-93	1.5" POLYURETHANE INSULATION
CL-94	1.5" POLYURETHANE INSULATION
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CL-96	1.5" POLYURETHANE INSULATION
CL-97	1.5" POLYURETHANE INSULATION
CL-98	1.5" POLYURETHANE INSULATION
CL-99	1.5" POLYURETHANE INSULATION
CL-100	1.5" POLYURETHANE INSULATION



**4 LEFT ELEVATION**  
 1/8" = 1'-0"

**3 RIGHT ELEVATION**  
 1/8" = 1'-0"



**2 REAR ELEVATION**  
 1/8" = 1'-0"



**1 FRONT ELEVATION**  
 1/8" = 1'-0"

**REDLAND**  
 PLANNING & DESIGN

**VALEBIAN**

**NEW TOWN**

RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT  
 SITE IMPROVEMENT PLAN  
 CY-4P BUILDING ELEVATIONS

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**RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT**  
 RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1  
 1.87 ACRES  
 SITE IMPROVEMENT PLAN # SP 15-07R

**ARCHITECTURAL RENDERINGS AND  
 COLORED ELEVATIONS PACKAGE**

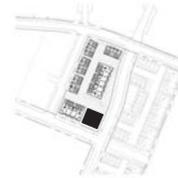
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1	COVER SHEET - INDEX
2	CY-3PC BUILDING ELEVATIONS
3	CY-4P BUILDING ELEVATIONS
4	CY-6P BUILDING ELEVATIONS
5	ST-4P BUILDING ELEVATIONS
6	ST-4PC BUILDING ELEVATIONS
7	ARCHITECTURAL RENDERINGS - COURTYARD ROW HOUSES (CY)
8	ARCHITECTURAL RENDERINGS - STACKED TOWNHOUSES (ST)

RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT  
 SITE IMPROVEMENT PLAN  
**ARCHITECTURAL RENDERINGS  
 COLORED ELEVATIONS**  
 1 of 8

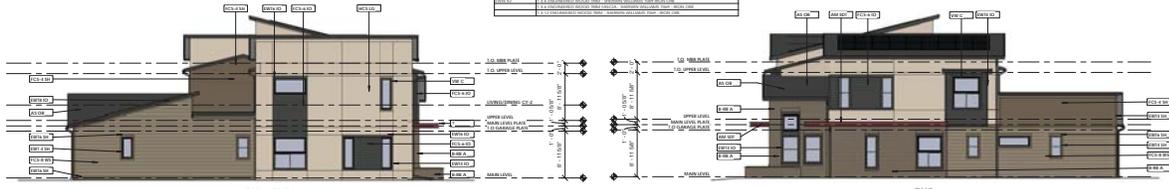
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**RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT**  
**RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1**

1.87 ACRES  
 SITE IMPROVEMENT PLAN # SP 15-07R



MATERIAL LEGEND	
1.0	BRICK (COMMON BRICK)
2.0	BRICK (DUTCHMAN BRICK)
3.0	BRICK (FLY ASH BRICK)
4.0	BRICK (HOLLOW BRICK)
5.0	BRICK (PATTERN BRICK)
6.0	BRICK (SMOOTH BRICK)
7.0	BRICK (TEXTURED BRICK)
8.0	BRICK (WALL BRICK)
9.0	BRICK (WIND RESISTANT BRICK)
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100.0	BRICK (WIND RESISTANT BRICK)



**4 LEFT ELEVATION -**  
CY1-END

**3 RIGHT ELEVATION -**  
CY2



**2 REAR ELEVATION -**



**1 FRONT ELEVATION -**  
CY1-END

**REDLAND**  
**VALERIAN**  
**NEW TOWN**

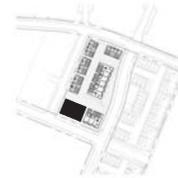
RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT  
 SITE IMPROVEMENT PLAN  
 CY-3/PC BUILDING ELEVATIONS

2 of 8

**RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT**  
**RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1**

1.87 ACRES  
 SITE IMPROVEMENT PLAN # SP 15-07R

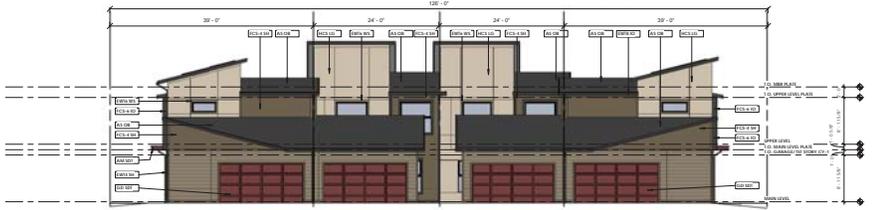
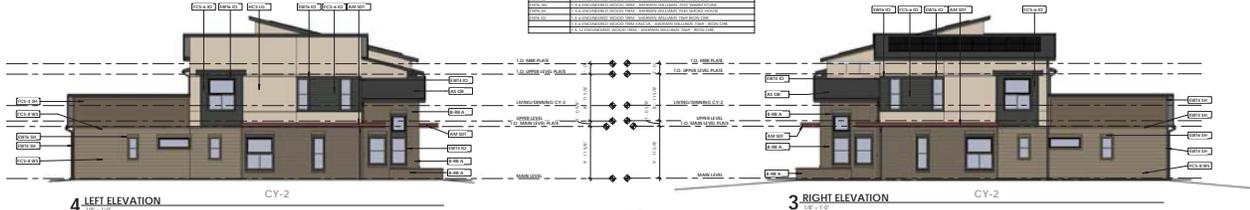
MATERIAL LEGEND	
NO.	DESCRIPTION
1	BRICK
2	CONCRETE
3	WOOD
4	GLASS
5	ROOFING
6	LANDSCAPE
7	PAVING
8	WALLS
9	SCREENS
10	SCREENS
11	SCREENS
12	SCREENS
13	SCREENS
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100	SCREENS



**REDLAND**  
 PLANNING & DESIGN

**VATERIAN**

**NEW TOWN**

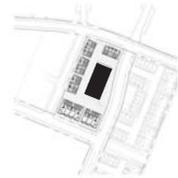


**RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT**  
**SITE IMPROVEMENT PLAN**  
**CY-4P BUILDING ELEVATIONS**

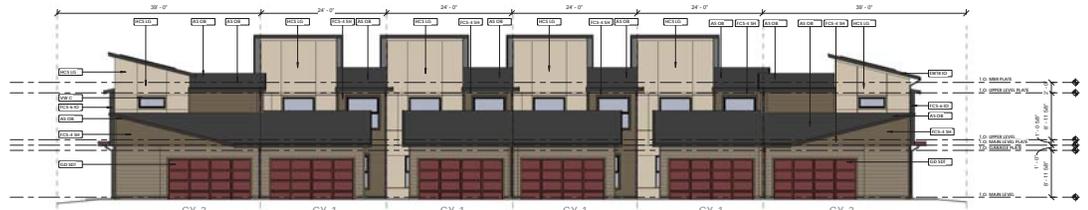
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**RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT**  
**RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1**

1.87 ACRES  
 SITE IMPROVEMENT PLAN # SP 15-07R



MARK	DESCRIPTION
1	ASPH/FLYASH CONC
2	CONCRETE
3	BRICK
4	CLAY TILE
5	WOOD SHAKES
6	WOOD SIDING
7	STUCCO
8	EIFS
9	ALUMINUM SIDING
10	ALUMINUM CLADDING
11	ALUMINUM SHUTTERS
12	ALUMINUM WINDOW CASINGS
13	ALUMINUM DOOR CASINGS
14	ALUMINUM TRIM
15	ALUMINUM CORNICES
16	ALUMINUM GUTTERS
17	ALUMINUM DOWNSPUTS
18	ALUMINUM RAIN CAPS
19	ALUMINUM RAIN CHIMNEYS
20	ALUMINUM RAIN COVERS
21	ALUMINUM RAIN DIVERTERS
22	ALUMINUM RAIN SPLICERS
23	ALUMINUM RAIN BRACKETS
24	ALUMINUM RAIN SCREWS
25	ALUMINUM RAIN NAILS
26	ALUMINUM RAIN BOLTS
27	ALUMINUM RAIN WASHERS
28	ALUMINUM RAIN SPACERS
29	ALUMINUM RAIN GASKETS
30	ALUMINUM RAIN SEALS
31	ALUMINUM RAIN STOP
32	ALUMINUM RAIN STOPPING
33	ALUMINUM RAIN STOPPING
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50	ALUMINUM RAIN STOPPING



**REDLAND**  
**VALERIAN**  
**NEW TOWN**

DATE	NOV 15 2014
BY	W. J. B. / J. S. B.
CHECKED	W. J. B. / J. S. B.
SCALE	AS SHOWN
SHEET NO.	4 OF 8

RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT  
 SITE IMPROVEMENT PLAN  
 CY-6P BUILDING ELEVATIONS

**RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT**  
**RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1**

1.87 ACRES  
 SITE IMPROVEMENT PLAN # SP 15-07R



MATERIAL LEGEND	
MARK	DESCRIPTION
001	1/2" ASPHALT/FLY ASH CONCRETE
002	1/2" ASPHALT/FLY ASH CONCRETE
003	1/2" ASPHALT/FLY ASH CONCRETE
004	1/2" ASPHALT/FLY ASH CONCRETE
005	1/2" ASPHALT/FLY ASH CONCRETE
006	1/2" ASPHALT/FLY ASH CONCRETE
007	1/2" ASPHALT/FLY ASH CONCRETE
008	1/2" ASPHALT/FLY ASH CONCRETE
009	1/2" ASPHALT/FLY ASH CONCRETE
010	1/2" ASPHALT/FLY ASH CONCRETE
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**REDLAND**  
 PLANNING AND ZONING DEPARTMENT

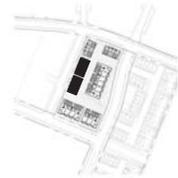
**VALERIAN**

**NEW TOWN**

RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT  
 SITE IMPROVEMENT PLAN  
 ST-4PLEX A (HIGH ROOF FRONT) ELEVATIONS

5 of 8

**RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT**  
 RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1  
 1.87 ACRES  
 SITE IMPROVEMENT PLAN # SP 15-07R



MATERIAL LEGEND	
MARK	DESCRIPTION
1	CONCRETE
2	BRICK
3	WOOD SIDING
4	SHINGLE ROOF
5	GLASS
6	STEEL
7	ASPH/FLT
8	PAINT
9	ROOFING
10	LANDSCAPE
11	UTILITIES
12	WATER
13	SEWER
14	STORM
15	TRASH
16	BIODIVERSITY
17	WETLANDS
18	WATERWAYS
19	WATERWAYS BUFFER
20	WATERWAYS BUFFER
21	WATERWAYS BUFFER
22	WATERWAYS BUFFER
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27	WATERWAYS BUFFER
28	WATERWAYS BUFFER
29	WATERWAYS BUFFER
30	WATERWAYS BUFFER



**REDLAND**  
 PLANNING & ZONING DEPARTMENT

**VALERAN**

**NEW TOWN**

DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_  
 SHEET NO.: \_\_\_\_\_

RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT  
 SITE IMPROVEMENT PLAN  
 ST-4PLEXC (HIGH ROOF FRONT) ELEVATIONS

6 of 8

**RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT**  
**RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1**  
 1.87 ACRES  
 SITE IMPROVEMENT PLAN # SP 15-07R



REDLAND  
 NEW TOWN  
 RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT  
 SITE IMPROVEMENT PLAN  
 COURTYARD ROW HOUSES (CY)  
 ARCHITECTURAL RENDERINGS  
 7 of 8

**RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT**  
 RIDGEGATE PLANNED DEVELOPMENT, PLANNING AREA 1  
 1.87 ACRES  
 SITE IMPROVEMENT PLAN # SP 15-07R



REDLAND  
 V  
 NEW TOWN  
 RIDGEGATE SECTION 15, FILING 21, 3RD AMENDMENT  
 SITE IMPROVEMENT PLAN  
 STACKED TOWNHOUSES (ST)  
 ARCHITECTURAL RENDERINGS  
 8 of 8



## STAFF REPORT

### Project Summary

**Date:** April 7, 2015 City Council Meeting

**Project Name:** RidgeGate Section 15, Filing 21, 3rd Amendment  
(New Town Builders Phase II)

**Location:** The property is located in RidgeGate in the area known as Lincoln Commons South. The property is located between SkyRidge Avenue and Arts Center Drive.

**Project Type / #:** Replat, Project #SB15-06R

**Staff Contacts:** Kelly First, Community Development Director  
Jennifer Drybread, Senior Planner

**Meeting Type:** Public Meeting

**Summary of Request:**

Approval of a replat allowing 1 lot to be subdivided into 29 lots and 2 tracts for a future townhome development. This application is associated with Site Improvement Plan #SP15-07R by New Town Builders that will be heard concurrently with this application.

**Planning Commission Recommendation:**

Not applicable.

**Suggested Action:**

Approval, subject to final approval by Lone Tree Public Works Department.



## STAFF REPORT

**TO:** Mayor Gunning and City Council

**FROM:** Kelly First, Community Development Director  
Jennifer Drybread, Senior Planner

**DATE:** April 1, 2015

**FOR:** April 7, 2015 City Council Meeting

**SUBJECT:** RidgeGate Section 15, Filing 21, 3rd Amendment  
Replat (New Town Builders Phase II), Project #SB15-06R

Owner:  
NT RidgeGate MF LLC  
1553 Platte Street, Suite 100  
Denver, CO 80202

Representative:  
Jay Garcia, New Town Builders  
1553 Platte Street, Suite 100  
Denver, CO 80202

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**Planning Commission Meeting Date:**  
**City Council Meeting/Hearing Date:**

**Not applicable**  
**April 7, 2015**

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**A. REQUEST:**

Approval of a replat allowing 1 lot to be subdivided into 29 lots and 2 tracts for a future townhome development on 1.831 acres.

**B. LOCATION:**

The property is located in RidgeGate, west of Belvedere Lane, and between SkyRidge Avenue and Arts Center Drive.

**C. BACKGROUND:**

This property is currently subdivided into one large lot as part of RidgeGate Section 15, Filing 21, approved by the City Council on April 1, 2014. This application proposes further subdivision to allow for 29

residential lots for single-family attached development. The Site Improvement Plan (SIP) will be heard concurrently with this replat.

The proposed replat is processed in accordance with Section 17-7-70 of the City Subdivision Code, which requires City Council approval of a replat where any new lots are created for uses other than single-family detached residential.

The applicant is requesting action on this replat concurrent with action on the SIP.

**D. DESCRIPTION:**

**Zoning.** The proposed residential use is permitted by zoning. The property is zoned PD and is within a Commercial-Mixed Use (C/MU) Planning Area in the RidgeGate Planned Development. The zoning allows residential as a permitted use.

**Plat Overview:** The proposed replat subdivides 1 lot into 29 lots and 2 tracts.

Tract A is proposed for a small park/gathering space for the residents of the community, and will be maintained by the Homeowners Association for the development. Tract B provides alley access to the units, and will be maintained by the Homeowners Association for the development.

**E. SITE CHARACTERISTICS:**

The property had been overlot graded. There is no vegetation remaining on site. The property gently slopes down from south to north with an approximate 15 feet of grade change.

**F. SERVICE PROVIDERS:**

Water:	Southgate Water District
Sanitation:	Southgate Sanitation District
Police:	Lone Tree Police
Fire:	South Metro Fire Rescue Authority
Metro Districts:	Rampart Range Metropolitan District

**G. REFERRALS:**

The RidgeGate West Village HOA responded with no comment. Referral responses from agencies ranged from no comment to notification of issues that are primarily procedural or technical in nature and will be addressed to the City Engineer's satisfaction prior to final plat approval and recordation.

**H. STAFF FINDINGS AND RECOMMENDATION:**

Staff finds that the application is in conformance with the Subdivision Code, the Zoning Code, the Comprehensive Plan, and the RidgeGate Lincoln Commons Commercial Mixed-Use Sub-Area Plan.

Staff recommends approval of replat, subject to:

1. Final approval by the Public Works Department
2. City Council approval of the RidgeGate Section 15, Filing 21, 3<sup>rd</sup> Amendment, #SP15-07R Site Improvement Plan

END

**City of Lone Tree**

Department of Community Development  
9220 Kimmer Drive Suite 100  
Lone Tree, CO 80124  
Ph: 303-708-1818 Fax 303-225-4949

**DEVELOPMENT APPLICATION FORM**

◆ OFFICE USE ONLY ◆

PROJECT NAME: RidgeGate Sec. 15, Flg 21, 3rd Amdt

PROJECT FILE # SB15-06R

REQUEST: Replat (New Town - phase 2)

**SITE LOCATION:** Sky Ridge Avenue & Belvedere Lane  
(Nearest Intersections)

DATE SUBMITTED: 1/6/15

**OWNER:**

Name: NT RIDGEGATE MF LLC  
Address: 1553 Platte Street, Suite 100  
Denver, CO 80202  
Phone: 303-707-4400 FAX: 303-389-9334

FEES: \$1,000 #1031

(Engineering fees are not included)

**AUTHORIZED REPRESENTATIVE:**

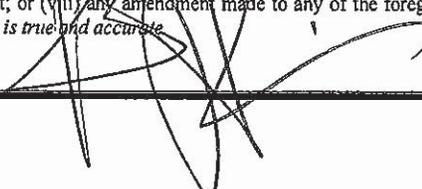
Name: JAY GARCIA Fax: 303-389-9334  
Address: 1553 Platte Street, Suite 100 Email: jgarcia@newtownbuilders.com  
Phone: 303-707-4405 Business/Project Name: NT RIDGEGATE MF LLC

**LEGAL DESCRIPTION (site address):**

**PROJECT INFORMATION:**

Subdivision Name: Ridge Gate Section 15 Filing #: 21 Lot # (if appropriate): 3 Block #: \_\_\_\_\_  
Planning Area # (if PD) RidgeGate 4th Amendment  
PRESENT ZONING: PD C/M-U (When rezoning) - PROPOSED ZONING N/A  
GROSS ACREAGE: 1.831 # of units (residential) 29  
Unit type: Townhome  
FIRE DISTRICT: South Metro Fire METRO DIST: Rampart Range Metro District No. 1  
WATER: Southgate Water & Sanitation ELEC: Xcel Energy  
SEWER: Southgate Water & Sanitation GAS: Xcel Energy

Further submissions pursuant to this application may include any and all development proposals, submissions, applications and procedures that may be made or initiated under the City of Lone Tree Charter, ordinances, rules, regulations, guidelines or policies including, without limitation, those for any of the following: (i) annexation; (ii) zoning or re-zoning, including any development plan for zoning within the Planned Development (PD) District; (iii) preliminary PD or PUD site plan, or related design guidelines or development standards; (iv) final PD or PUD site plan; (v) Site Improvement Plan; (vi) any master or general development plan, sub-area plan, site plan or similar development plan, however denominated, which may be provided for under any PD development plan or any other zoning; (vii) Sketch Plan, Preliminary Plat or Final Plat; or (viii) any amendment made to any of the foregoing, as applied for or as approved. *To the best of my knowledge, the information contained on this application is true and accurate.*

APPLICANT SIGNATURE: 

Date: 1/6/15

## **Project Narrative - Plat**

RidgeGate Section 15, Filing 21, Lot 3  
NT RidgeGate MF LLC  
Lincoln Commons South

### Landowner:

Colony Investments  
1041 3<sup>rd</sup> Ave  
New York, NY 10021

### **General Information**

#### Owner / Developer:

NT RidgeGate MF LLC  
1553 Platte Street  
Suite 100  
Denver, CO 80202  
Kevin Puccio, Vice President

#### Plat Prepared by:

Redland  
8000 South Lincoln Street, Suite 206  
Littleton, CO 80122

#### Subdivision Name:

RidgeGate Section 15, Filing 21, Lot 3

#### Zoning:

RidgeGate, Fourth Amendment PDD

#### Water and Sanitation Provider:

Southgate Water & Sanitation District

### **Narrative Describing the Subdivision Proposal - Sec. 17-5-50(5)**

#### **a. The number of lots proposed, development type and development timing.**

#### Number of Lots Proposed

NT RidgeGate MF LLC proposes to build 29 town homes. The residential development will provide high-quality energy efficient housing for the community.

#### Proposed Development Schedule:

NT RidgeGate MF LLC proposes to develop the land as the 2nd phase of its townhome project on the opposite side of Belvedere Lane which was approved by the City of Lone Tree City Council on August 19, 2014. Depending on the townhome sales and schedule for construction for the first two phases across the street, construction for phase 2 could begin anytime between 2016 and 2018.

**b. A description of site features and visually important areas on or adjacent to the site that may affect the evaluation of the proposed development.**

The neighborhood is complimentary to adjacent land uses. A strong urban edge aligns with the surrounding streets (existing and future) with townhomes fronting the surrounding streets and internal pocket park.

The neighborhood is complimentary to adjacent land uses. A strong urban edge aligns SkyRidge Avenue to the north and Belvedere Lane to the east. The design of the project will continue to coordinate with the design of Arts Center Drive to the south (future) and Town Ridge Road to the west (future).

The Courtyard Row Homes and Stacked Townhomes will offer the residents of RidgeGate a more affordable alternative to single family detached housing while still offering the amenity of private outdoor space.

The site plan has been designed to provide an attractive balance of hardscape and landscape components. These gathering areas promote community and emphasize walkability. The neighborhood is adjacent to parks, a future district promenade and a future library.

**c. A description on the effect of the proposal on significant cultural, archaeological and historical resources and plans for protection of such resources.**

The project is not located on or near significant cultural, archeological or historical resources. The site is being developed in accordance with the approved RidgeGate 4<sup>th</sup> Amendment Planned Unit Development District at RN 2009018241. Development of the site will not affect archaeological or historical resources.

**d. A description of the impact on important wildlife habitat areas, including breeding grounds, nesting areas, crossings, wintering areas, migratory routes, etc.**

The project area is not located on or across areas identified as wildlife habitat areas or wetland areas. The site area has been previously disturbed in its entirety. There is no evidence on site of migratory use, breeding or nesting areas.

## Jennifer Drybread

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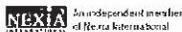
**From:** Denslow, Denise <Denise.Denslow@claconnect.com>  
**Sent:** Wednesday, February 18, 2015 2:32 PM  
**To:** Jennifer Drybread  
**Subject:** FW: Lone Tree eReferral (SB15-06R) Is Ready For Review  
**Attachments:** New Town Phase II referral response form.doc

RRMD supports this project and is coordinating with New Town on infrastructure installation.



CliftonLarsonAllen

**Denise D. Denslow, Principal**  
Outsourcing, CliftonLarsonAllen LLP  
Direct 303-265-7910, Mobile 303-903-9760  
denise.denslow@CLAconnect.com  
Main 303-779-5710, Fax 303-779-0348  
8390 E Crescent Parkway, Suite 500, Greenwood Village, CO 80111  
CLAconnect.com



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**CliftonLarsonAllen LLP**

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**From:** Jennifer Drybread [mailto:Jennifer.Drybread@cityoflonetree.com]  
**Sent:** Friday, January 30, 2015 1:20 PM  
**To:** AT & T-Thomas Jakse (tjakse@clearwaterconsulting.net); AT & T-Van DeCastro; Comcast-Scott Moore; Douglas County (Boyd, Chris); DC Assessors - Marianne Woodward; LT Library - Aspen Walker; Blodgett, Bob; Qwest- Charles Place (Charles.Place@qwest.com); Denslow, Denise; South Metro Fire Protection District- Criss Dickhausen; Southeast Public Improvement District- Bob Brooks (Bob.Brooks@CliftonCPA.com); Southgate Water and San - Dave Irish; U.S. Post Office - John Douglas; Xcel Energy - Donna George  
**Subject:** Lone Tree eReferral (SB15-06R) Is Ready For Review

Greetings,

✓

## Jennifer Drybread

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**From:** Linda Langewisch <llangewisch@msiho.com>  
**Sent:** Wednesday, February 04, 2015 4:25 PM  
**To:** Jennifer Drybread  
**Subject:** RE: Lone Tree Referral Request

Good Afternoon:

The RidgeGate West Village HOA Board of Directors does not have any comment to the project.

Thank you,

**Linda Langewisch, CMCA**  
Community Manager  
MSI, LLC  
6892 So. Yosemite Court Suite 2.101  
Centennial, Co 80112  
720.974.4273  
Fax 303.751.7396  
[LLangewisch@msiho.com](mailto:LLangewisch@msiho.com)



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 Please consider the environment before printing this email.

**From:** City of Lone Tree - HOA Referral List [mailto:listserv@civicplus.com]  
**Sent:** Friday, January 30, 2015 1:32 PM  
**To:** Linda Langewisch  
**Subject:** Lone Tree Referral Request

[View this in your browser](#)

Your Homeowners Association is invited to review and comment on a development application currently in process with the City of Lone Tree. The application is for 29 lots on 1.83 acres in RidgeGate. This is Phase II of the New Town project, and is the replat application.

<http://www.cityoflonetree.com/DocumentCenter/View/6224>

Please email any comments or questions to me no later than **February 20, 2015**. If you need additional time to review, or would like paper copies of the plans, please contact me.

This complimentary message is being sent to opt-in subscribers who might be interested in its content. If you do not wish to continue receiving these messages, please accept our apologies, and unsubscribe by visiting our website at:



# CITY OF LONE TREE

## Public Works Department

9222 Teddy Lane  
Lone Tree, CO 80124  
(303) 662-8112 Fax: (303) 792-9489

February 20, 2015

Jennifer Drybread  
City of Lone Tree Community Development Dept.  
9220 Kimmer Drive, Suite 100  
Lone Tree, CO 80124

Via: e-mail

Re: Ridgeway – Filing No. 21, 3rd Amendment (SB15-06R)  
TTG Proj. No. 061-405

Dear Ms. Drybread,

On behalf of the City of Lone Tree, we have completed our review of the Subdivision Relat referenced above and have the following comments for the applicant (note: any references to Articles and Sections refer to the City of Lone Tree Subdivision Regulations):

- 1) I have not yet received a copy of proof of ownership (i.e. current title insurance policy/ commitment). Current is defined as “not more than thirty (30) days prior to the date of application.” [Article V, Section 17-5-50 (3) ]
- 2) Please submit a “printed copy of the closure calculations” of the boundary of this plat. [Article V, Section 17-5-70 (4) ]

### Sheet 1

- 3) In the second line under the title, please complete the correct name of the plat in which Lot 3A was platted by adding: “ , 2nd Amendment”.
- 4) In the Title Verification block, please update the effective date of the more recent title commitment (see comment 1 above) and add a line for the date for whoever is signing for the title company to enter the date of their signature. [Article VIII, Section 17-8-30 ]
- 5) Please update the effective date of the more recent title commitment (see comment 1 above) in General Note 1.

**Sheet 2**

- 6) Please add road names to all roadways. [Article V, Section 17-5-60 (10) ]
- 7) You can remove the Storm Drainage Easement labels in Skyridge Avenue since they don't appear to tie into easements within this Replat.
- 8) Please dimension the Sanitary Sewer Easement along the North end of the plat w/ dimensions along lot lines to show how far the easement runs into each lot. [Article V, Section 17-5-60 (11) ]
- 9) Please dash the linework for the two Fire Hydrant Easements and add a L6 label and information in the Line Table for the missing dimension of the F.H.E. in Tract A. [Article V, Section 17-5-60 (11) ]

Please have the applicant address the above comments and submit a full size print reflecting the revisions to my attention at the address on page 1. Feel free to call me with any questions or comments at 303-662-8112.

Respectfully,



Michael C. Cregger, P.L.S.  
TTG Engineers, Inc.

Enclosure(s):  
Referral Request Form

cc: Greg Weeks, P.E. – Engineering Dept.

# RIDGEGATE – SECTION 15 FILING NO. 21, 3RD AMENDMENT

PLANNING AREA 1 OF RIDGEGATE PLANNED DEVELOPMENT  
 A REPLAT OF LOT 3A, RIDGEGATE – SECTION 15 FILING NO. 21, 2ND AMENDMENT RECORDED AT RECEPTION NO. 2014061822,  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
 CITY OF LONE TREE, COUNTY OF DOUGLAS, STATE OF COLORADO.  
 1.831 ACRES – 29 LOTS – 2 TRACTS SB15-06R

### PROPERTY DESCRIPTION

A PARCEL OF LAND BEING LOT 3A, RIDGEGATE – SECTION 15 FILING NO. 21, 2ND AMENDMENT RECORDED AT RECEPTION NO. 2014061822, IN THE OFFICE OF THE CLERK AND RECORDER OF DOUGLAS COUNTY, COLORADO, SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE.

CONTAINING AN AREA OF 1.831 ACRES (79,754 SQ. FT.), MORE OR LESS.

### DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF ESTATES OF TRUST AND HOLDERS OF OTHER INTERESTS IN THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SURVEYED AND PLATTED SAID LANDS INTO LOTS, TRACTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUPERVISION OF RIDGEGATE PLANNING AREA 1, 3RD AMENDMENT. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS, AND OTHER EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES AS SHOWN HEREON. THE ENTIRE RESPONSIBILITY FOR PROVIDING THE UTILITY LINES AND RELATED FACILITIES, THE SITUATION OF ANY REPRESENTATIVE OF ANY PARTNERSHIP OR CORPORATE ENTITY INDICATED THAT ALL REQUIRED PARTNERSHIP OR CORPORATE APPROVALS HAVE BEEN OBTAINED.

LINCOLN COMMONS SOUTH, INC., A DELAWARE CORPORATION

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

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: SECRETARY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

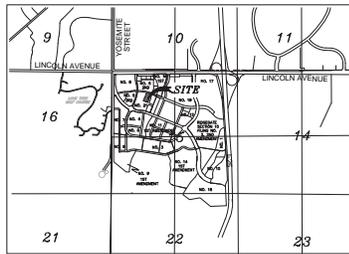
BY: \_\_\_\_\_ AND \_\_\_\_\_

CORPORATION: \_\_\_\_\_ AS SECRETARY OF LINCOLN COMMONS SOUTH, INC., A DELAWARE CORPORATION.

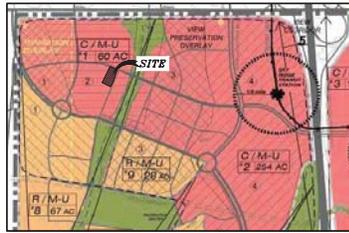
WITNESS MY HAND AND OFFICIAL SEAL: \_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_



VICINITY MAP  
SCALE: 1" = 2000'



PLANNED DEVELOPMENT DISTRICT VICINITY MAP  
SCALE: N.T.S.

TRACT SUMMARY CHART					
TRACT	AREA (SF)	AREA (AC)	USE	OWNERSHIP	MAINTENANCE
TRACT A	5,300	0.102	UTILITY, DRAINAGE AND PUBLIC ACCESS EASEMENTS	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION
TRACT B	17,030	0.391	UTILITY, DRAINAGE, PUBLIC ACCESS AND EMERGENCY VEHICLE ACCESS EASEMENTS	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION
TOTALS	25,330	0.563			

### GENERAL NOTES

- CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 097-0007050-059-L01, AMENDMENT NO. 5, DATED FEBRUARY 18, 2015, AT 3:00 A.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- THE BOUNDARY SHOWN HEREON IS BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LONE TREE, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING NORTH 85°20'57" EAST BETWEEN THE FOUND MONUMENTS AS SHOWN HEREON.
- NOTICES ACCORDING TO COLORADO LAW YOU MUST CONSULT ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SAID DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMPLETED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- DIMENSIONS ON THIS PLAN ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- THE CITY OF LONE TREE REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CONDUITS, CHANNELS, STORM HYDRAULIC STRUCTURES AND RETENTION BASINS LOCATED ON THEIR LAND PARCELS MONITORED BY THE SURVEYOR'S JURISDICTION. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE CITY OF LONE TREE SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE NETWORK OR DRAINAGE SYSTEM. ALL SUCH MAINTENANCE COSTS WILL BE ASSIGNED TO THE PROPERTY OWNER.
- FOR PUBLIC STREETS THE OWNER/DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF ALL ROADWAY SIGNAGE, INCLUDING NO PARKING/TREY LINE SIGNAGE, AS REQUIRED BY THE CITY PUBLIC WORKS DEPARTMENT AND FIRE DISTRICT.
- LOTS AND TRACTS AS PLATTED HEREON MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE TO OTHER LOTS AND TRACTS IN THIS PLANNING AREA IN ACCORDANCE WITH CITY OF LONE TREE REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS PLANNING AREA. THE CITY OF LONE TREE MAY REQUIRE THAT THE CITY OF LONE TREE BE REQUIRED TO PROVIDE DRAINAGE PLAN REVIEW PRIOR APPROVAL FROM THE CITY OF LONE TREE. ALL NATURAL AND IMPROVED DRAINAGEWAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH CITY OF LONE TREE CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE CITY OF LONE TREE SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGEWAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSIGNED TO THE PROPERTY OWNER.
- FOR PRIVATE STREETS THE OWNER/DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF ALL ROADWAY SIGNAGE, INCLUDING NO PARKING/TREY LINE SIGNAGE, AS REQUIRED BY THE CITY PUBLIC WORKS DEPARTMENT AND FIRE DISTRICT. THE OWNER/DEVELOPER SHALL MAINTAIN SAID SIGNAGE.

### SURVEYOR'S CERTIFICATE

JAMES E. LYON, A duly registered professional land surveyor in the state of Colorado, do hereby certify that the above plat was prepared by me or under my direct supervision, that the same is a true and correct mathematical closure (errors are less than 1/10000 (0.0001) feet) and that said plat has been prepared in full compliance with all applicable laws of the state of Colorado relating to monuments, subdivisions or surveying of land and all applicable provisions of the city subdivision resolution.

I ATTEST THE ABOVE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.



JAMES E. LYON, LICENSED PROFESSIONAL LAND SURVEYOR  
 COLORADO P.L.S. NO. 27915  
 FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

### TITLE VERIFICATION

WE, CHICAGO TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SAID LAND IS IN THE RECORDATION FREE AND CLEAR OF ALL LEGAL TAXES OR ENCUMBRANCES, EXCEPT AS SHOWN ON CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 097-0007050-L01, AMENDMENT NO. 5, WITH AN EFFECTIVE DATE OF FEBRUARY 18, 2015.

CHICAGO TITLE INSURANCE COMPANY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

BY: \_\_\_\_\_ OF CHICAGO TITLE INSURANCE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL: \_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

### CITY COUNCIL CERTIFICATE

THIS PLAN WAS APPROVED FOR FILING BY THE CITY COUNCIL OF THE CITY OF LONE TREE, COLORADO, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015, SUBJECT TO ANY CONDITIONS SPECIFIED HEREON. THE DECISION OF COUNCILMEN IS JOINTLY AND SEVERALLY SUBJECT TO ANY CONDITIONS SPECIFIED HEREON.

LOT 3A OF RIDGEGATE – SECTION 15 FILING NO. 21, 2ND AMENDMENT IS AMENDED BY THIS PLAN SUBJECT TO ALL COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED AGAINST AND APPURTINANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE CLERK AND RECORDER, RECEPTION NUMBER 2014061822.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGN, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBSCRIBER AND NOT THE CITY.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, WELL PERMIT OR SEWAGE DISPOSAL PERMIT WILL BE ISSUED.

JAMES DENNICK, MAYOR, CITY OF LONE TREE

### CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO) SS  
 COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAN WAS FILED IN MY OFFICE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015, A.D.

AT \_\_\_\_\_ A.M./P.M. AND WAS RECORDED AT RECEPTION NO. \_\_\_\_\_

CLERK AND RECORDER

 3000 S. Lincoln St., Suite 200 Littleton, Colorado, 80120 Phone: 303.733.1899 Fax: 303.733.1897 AZTEC Proj. No. 0409-01	APPLICANT <b>NT RIDGEGATE MF LLC</b> A COLORADO LIMITED LIABILITY COMPANY 1553 PLATTE ST., SUITE 100 DENVER, CO 80202	DEVELOPER <b>COVENTRY DEVELOPMENT CORPORATION</b> 1041 THIRD AVENUE, 2ND FLOOR NEW YORK, NY 10005	DATE OF PREPARATION 04/04/15 DATE N/A
	SHEET 1 OF 2		

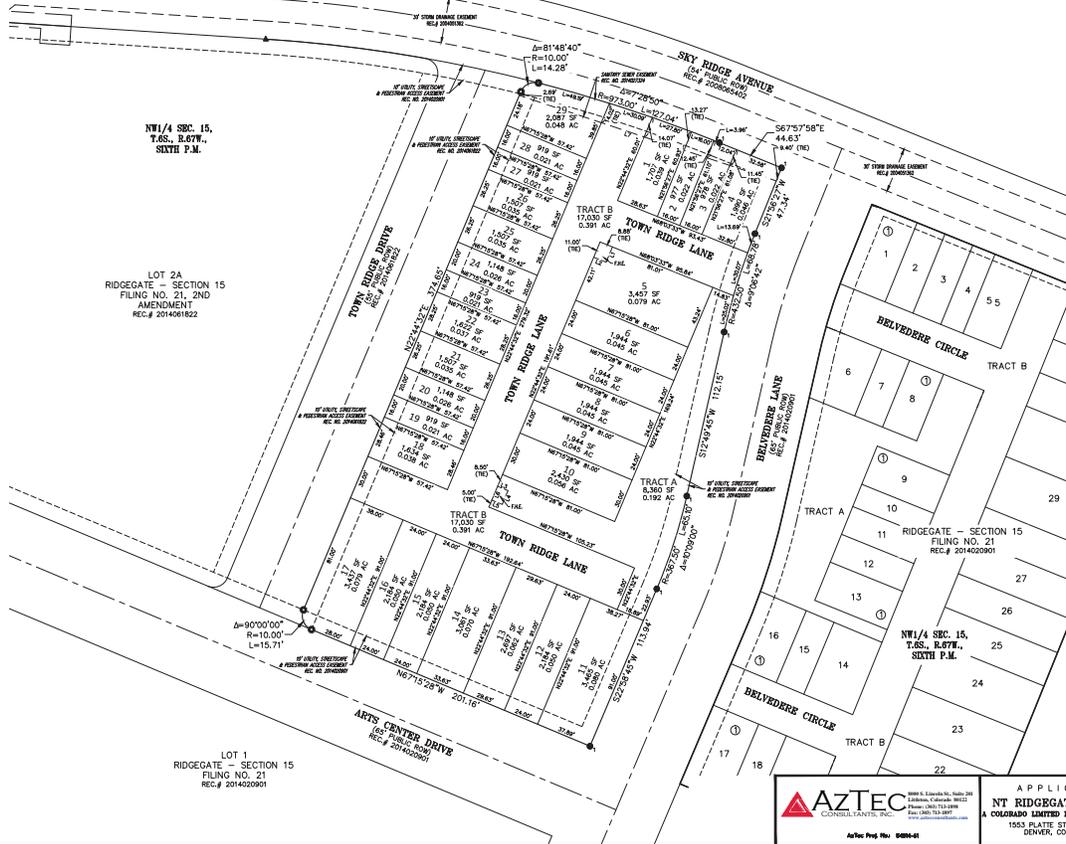
# RIDGEGATE - SECTION 15 FILING NO. 21, 3RD AMENDMENT

PLANNING AREA 1 OF RIDGEGATE PLANNED DEVELOPMENT  
 A REPLAT OF LOT 3A, RIDGEGATE - SECTION 15 FILING NO. 21, 2ND AMENDMENT RECORDED AT RECEPTION NO. 2014061822,  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
 CITY OF LONE TREE, COUNTY OF DOUGLAS, STATE OF COLORADO.  
 1.831 ACRES - 29 LOTS - 2 TRACTS SB15-06R

NW CORNER SECTION 15,  
 T6S, R67W, 6TH P.M.  
 FOUND 3 1/4" ALUMINUM CAP  
 STAMPED L&#22103

NE 1/4 CORNER SECTION 15,  
 T6S, R67W, 6TH P.M.  
 FOUND NO. 6 REBAR  
 3 1/4" ALUMINUM CAP  
 STAMPED L&#22103

N89°2'50" E 266.57'  
 NORTH LINE OF THE NW 1/4 OF SEC. 15  
 (BASIS OF BEARINGS)



NW 1/4 SEC. 15,  
 T.6S., R.67W.,  
 SIXTH P.M.

LOT 2A  
 RIDGEGATE - SECTION 15  
 FILING NO. 21, 2ND  
 AMENDMENT  
 REC.# 2014061822

LOT 1  
 RIDGEGATE - SECTION 15  
 FILING NO. 21  
 REC.# 2014020901

LINE	BEARING	LENGTH
L1	N22°42'30" E	11.00'
L2	N89°52'30" W	8.88'
L3	N67°52'30" W	7.20'
L4	N22°42'30" E	10.00'
L5	N67°52'30" W	7.20'
L6	N22°42'30" E	10.00'
L7	N71°52'30" W	180.41'



LEGEND	
	RECORDED P.L.S.S. CORNER STAMPED AS NOTED
	SET 1/4" NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 2102"
	RECORDED NO. 5 REBAR WITH 2" ALUMINUM CAP STAMPED "L&#22103"
	UTILITY EASEMENT
	FIRE HYDRANT EASEMENT
	BLOCK NUMBER



 2000 S. Colorado St., Suite 200 Littleton, Colorado, 80120 Phone: 303.733.2299 Fax: 303.733.2897 Aztec Proj. No. 0000-01	APPLICANT <b>NT RIDGEGATE MF LLC</b> A COLORADO LIMITED LIABILITY COMPANY 1553 PLATTE ST., SUITE 100 DENVER, CO. 80202	DEVELOPER <b>COVENTRY DEVELOPMENT CORPORATION</b> 1041 THIRD AVENUE, 2ND FLOOR NEW YORK, NY 10005	DATE OF PREPARATION 3-28-2015
	BLOCKS T + 07	SHEET 2 OF 2	



CITY OF LONE TREE  
STAFF REPORT

**TO: Mayor Gunning and City Council**

**FROM: John P. Cotten, P.E.**

**DATE: March 20, 2015**

**FOR: April 7th Council Meeting**

**SUBJECT: RRC-3 Well Easements with Rampart Range Metropolitan District**

---

Summary

The two enclosed well easements are for a decreed water well which would lie on the City owned property west of Prairie Sky Park. An exhibit of the location is also enclosed. The first easement is to contain the actual wellhead, a small well control building and the access to the well. The second easement would only be used during the construction of the well and any future repairs or reconstruction of the well.

Cost

There is no cost to the City.

Suggested Motions

"I move to approve the two easements for the RRC-3 well site."

Background

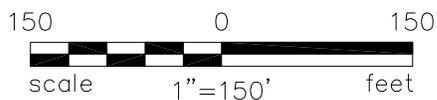
As part of the inclusion of the east side of the RidgeGate PD into Parker Water and Sanitation District (PWSD), all of the groundwater rights owned by the developer were required to be deeded to PWSD. Further, the inclusion agreement requires that easements be dedicated for all decreed wells. These easements are for one of the wells that are currently decreed on the west side that happens to fall within a City owned parcel.

The impact to the parcel, if the well is drilled, will be a small building, likely 200 to 300 square feet in size, to house the controls and ancillary equipment for the well. This construction will require a Site Improvement Plan that the City will review and approve.

There is a strong possibility that this well may never be drilled. Because of its location and the distance from other PWSD lines, it is likely that the water rights

associated with this well will be consolidated into another well closer to PWSD facilities. If this occurs, the easements contain language that will cause the easements to be vacated.

# EXHIBIT RRC-3C WELL EASEMENT



Upon recording, please return to:

Burns, Figa & Will, P.C.  
Attn: Stephen H. Leonhardt, Esq.  
6400 S. Fiddler's Green Circle, #1000  
Greenwood Village, CO 80111

**Exempt from documentary fee per C.R.S. § 39-13-104(1)(a)**

\_\_\_\_\_  
THIS SPACE FOR RECORDER'S USE \_\_\_\_\_

**EASEMENT FOR TEMPORARY CONSTRUCTION AND FUTURE REPLACEMENT  
(RRMD/PWSD – Well No. RRC-3(C))**

This Easement for Temporary Construction and Future Replacement (the “Agreement”) is dated effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015, and is executed and made by and between the City of Lone Tree, a quasi-municipal corporation and political subdivision of the State of Colorado (the “City”), as Grantor, and Rampart Range Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“RRMD”), as Grantee:

**RECITALS**

A. The City is the owner of a tract of land legally described in the attached **Exhibit A** (the “Temporary Construction Tract”), which is also shown generally on the map in the attached **Exhibit B**.

B. RRMD and Parker Water and Sanitation District (“PWSD”) have obtained a Decree in Case No. 03CW258 (Water Div. 1) that allows them to construct a well, Well No. RRC-3(C) (the “Well”), on an adjacent tract owned by the City (the “City Tract”).

C. To provide for orderly and efficient operations by RRMD in its construction and maintenance activities at the well site located on the adjoining the City Tract for construction and future replacement of the Well, the City has agreed to grant a temporary construction easement on the Temporary Construction Tract pursuant to the terms of this Agreement for the purpose of constructing the Well.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and RRMD agree as follows:

1. Grant of Temporary Construction Easement. Subject to the terms, conditions, and restrictions of the Agreement, the City hereby grants, conveys, and confers upon RRMD and its successors and assigns a temporary nonexclusive easement (“Construction Easement”) over, under, and through the 1.14-acre parcel described in **Exhibit A** and depicted in **Exhibit B** (“Temporary Construction Tract”) for the purpose of constructing the Well and associated water pumps, pumping equipment, pipes, and other liquid transport materials (collectively, the “Pump and Pipeline Improvements”) on the adjacent City Tract.

2. Other Rights. Other rights granted pursuant to this Agreement, which shall be for the benefit of RRMD and its successors and assigns, shall include the right to enter on the Temporary Construction Tract for the purpose of storing and staging such activities and equipment as may be needed to construct the Well and the Pump and Pipeline Improvements.

3. Maintenance and Repair. RRMD or its successor shall perform all work in the Temporary Construction Tract in a good and workmanlike manner in compliance with all applicable laws, rules, regulations, ordinances, and other requirements of governmental authorities. RRMD's use and enjoyment of its easement rights will result in some alteration to the Temporary Construction Tract. Following construction of the Well, RRMD or its successor shall promptly restore any damage or disturbance of the Temporary Construction Tract, including landscaping and improvements, to a condition as similar to the condition that the Temporary Construction Tract was in, prior to the District's construction activities, as is practicable and consistent with this Agreement. If RRMD fails to comply with the restoration obligation, the City may restore the damage itself and recover the reasonable costs thereof from RRMD; provided that prior to undertaking any restoration, the City shall provide RRMD at least ten (10) days advance written notice detailing the damage and the restoration measures sought, and if RRMD commences the restoration in such ten (10) day time period and diligently prosecutes such restoration to completion, RRMD shall be deemed to have satisfied its restoration obligation as set forth herein. RRMD or its successor shall take other measures reasonably necessary and consistent with prevailing water well operating practices to avoid or minimize disturbance of landscaping, improvements on, and use of the Temporary Construction Tract.

4. Subsequent Access to Construct Replacement Well. Following completion of the Well, RRMD or its successors and assigns shall retain the right of access to the Temporary Construction Tract for the limited purpose of constructing a replacement well for the Well on the adjacent City Tract. This limited right shall include the right to enter on the Temporary Construction Tract for the purpose of storing and staging such activities and equipment as may be needed to construct the replacement well. RRMD or its successors and assigns shall provide notice that 60 days after receipt of such notice, RRMD will construct a replacement well on the adjacent City Tract. Once a replacement well is constructed, RRMD shall restore any affected areas on the Temporary Construction Tract to the extent provided in paragraph 3 above.

5. Access to Temporary Construction Tract. While the Construction Easement is being exercised for well construction or replacement, RRMD or its successor shall have access to the Temporary Construction Tract across the Temporary Construction Tract from the adjacent City Tract at any legally available access point along the boundary between the Temporary Construction Tract and the City Tract.

6. Term of Construction Easement. The Construction Easement shall be effective on the date set forth at the beginning of this Agreement. Except for the limited right of future access for the purpose of constructing a replacement well as described in this Agreement, this Construction Easement shall terminate and cease to be of any further force and effect upon RRMD's written notice to the City of completion of the Well, which notice shall be provided, together with a written termination in recordable form, within 30 days after completing construction of the Well. Upon termination of the Construction Easement, except for the limited right to access the Temporary Construction Tract to construct a replacement well, RRMD or its

successor shall have no right to access the Temporary Construction Tract or to maintain any structures or equipment on the Temporary Construction Tract, except that within a reasonable time after termination of this Construction Easement, RRMD shall return the Temporary Construction Tract to the condition required by this Agreement.

7. Consideration. Consideration for the rights granted in this Agreement includes the matters set forth in the above Recitals and the parties' reliance on such matters. The City acknowledges the adequacy of this consideration.

8. Reservation by the City. The City reserves to itself those rights of use of the Temporary Construction Tract that do not interfere with the Construction Easement. This reservation of use by the City shall not include the right of any use that shall in any way damage, impair, or limit use of the Well, the Pump and Pipeline Improvements, or the Construction Easement by RRMD.

9. Recording. RRMD shall record this Agreement in the real property records of Douglas County, Colorado.

10. Assignment. The parties and their successors and assigns may assign their interests in this Agreement on condition that the assigning party provides notice within 30 days after executing the assignment.

11. Notice. Any notice, demand, or request required or permitted to be given under this Agreement shall be in writing and shall be deemed received: (a) on personal delivery, (b) on the first business day after receipted delivery to a courier service that guarantees next-business day delivery under any circumstances that such guarantee is applicable, (c) upon transmission by industry-standard facsimile machine, provided receipt of transmission is then confirmed by telephone, or (d) on the third business day after mailing, by certified or registered United States Mail, return receipt requested, directed to the intended recipient of such notice listed below. Either party may change such party's address for notices or copies of notice by at least ten (10) days' prior written notice to the other party in accordance with this section.

If to RRMD: Rampart Range Metropolitan District No. 1  
c/o Clifton Larson Allen  
Attention: Denise Denslow  
8390 Crescent Pkwy, Suite 600  
Greenwood Village, CO 80111  
Facsimile: (303) 773-2050

With a copy to: Stephen H. Leonhardt, Esq.  
Burns, Figa & Will, P.C.  
6400 S. Fiddler's Green Circle, Suite 1000  
Greenwood Village, CO 80111  
Facsimile: (303) 796-2777

If to the City:                   The City of Lone Tree  
  Attention: City Manager  
  9220 Kimmer Drive, Suite 100  
  Lone Tree, CO 80124  
  Facsimile: 303-225-4949

With a copy to:                 City of Lone Tree  
  Attention: Jennifer Pettinger, City Clerk  
  9220 Kimmer Drive, Suite 100  
  Lone Tree, CO 80214  
  Facsimile: (303) 225-4949

12.     Enforcement.

      a.     Each party shall be entitled to all remedies at law or in equity for the enforcement of this Agreement. In any action brought to enforce or contest any provision of this Agreement, or to obtain a declaration of the rights of or responsibilities of any party under this Agreement, the prevailing party shall recover all costs and expenses it incurs, including, without limitation, reasonable attorneys' fees and disbursements.

      b.     In the event of a default by either party under this Agreement, if such default is not cured within ten (10) days after notice (as described in paragraph 11 above) to the defaulting party, or, in the event such default is capable of cure within such ten (10) day period if the defaulting party fails to commence and thereafter diligently and continuously take action to effect a cure of such default (provided that the total cure period shall not exceed sixty (60) days), then the non-defaulting party shall have the right and remedy to cure, if capable of cure, the breach by the defaulting party, with the right of reimbursement from the defaulting party, within ten (10) days after demand, for costs and expenses incurred in connection with such cure, including reasonable attorneys' fees and costs of enforcing this right.

13.     Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

14.     Indemnity and Insurance.

      a.     To the extent permitted by law, RRMD agrees to indemnify and hold harmless the City from any and all liability, costs, damages, or expenses arising directly or indirectly from RRMD's and its agents' negligent use of the Construction Easement or negligent actions on the Temporary Construction Tract. To the extent permitted by law, the City agrees to indemnify and hold harmless RRMD from any and all liability, costs, damages, or expenses arising directly or indirectly from the City and its agents' negligent use of the Temporary Construction Tract or negligent actions on the Temporary Construction Tract.

      b.     RRMD or its successor shall, at its expense, prior to use of the Temporary Construction Tract, obtain and maintain in full force and effect its customary liability and other insurance coverage as may be reasonable and prudent, taking into account the particular risks to be insured against and insurance practices of other local governments similarly situated. All

liability policies will name the City as an additional insured. All of the contractors and agents who perform work pursuant to the terms of this Agreement shall have in effect good and sufficient worker's compensation insurance coverage as required by law for all persons who perform such work, and shall maintain in full force and effect good and sufficient commercial general liability insurance. Upon written request, RRMD or its successor shall provide the City with a certified copy of such policy or a certificate evidencing such insurance that names the City as an additional insured. Such policy shall not be cancelled or amended without thirty (30) days' prior written notice to the City.

15. Entire Agreement. This Agreement, including the attached exhibits, contains the entire contract between the parties. This Agreement may be amended only by a written instrument signed by both the City and RRMD.

16. Binding Effect. The Construction Easement and other rights granted under this Agreement shall be deemed to touch and concern land. The Construction Easement shall be binding upon and inure to the benefit of the Temporary Construction Tract, its owners, and their successors in interest and shall be binding upon and shall bind and inure to the benefit of RRMD and its successors and assigns.

17. Counterparts. This Agreement may be executed by counterparts, each of which shall constitute an original, and which together shall constitute one and the same agreement.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Temporary Construction Easement Agreement has been executed as of the day and year first above written.

**GRANTOR:**

**THE CITY OF LONE TREE**, a municipal corporation of the State of Colorado

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO    }  
  }ss:  
COUNTY OF DOUGLAS    }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_, as \_\_\_\_\_ of the City of Lone Tree.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public

**GRANTEE:**

**RAMPART RANGE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Keith D. Simon, President

STATE OF COLORADO    }  
  }ss:  
COUNTY OF DOUGLAS   }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by Keith D. Simon, as President of Rampart Range Metropolitan District No. 1.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

SW 1/4 SECTION 15, TOWNSHIP 6 SOUTH, RANGE 67 WEST 6th P.M.  
 ----CITY OF LONE TREE----COUNTY OF DOUGLAS----

**LEGAL DESCRIPTION – RRC-3C WELL TEMPORARY CONSTRUCTION TRACT**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6th PRINCIPAL MERIDIAN, CITY OF LONE TREE, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6th PRINCIPAL MERIDIAN AS BEARING N89°18'37"E BETWEEN THE WEST QUARTER CORNER OF SAID SECTION 15, BEING A 2" ALUMINUM CAP, PLS# 28286 AND THE CENTER QUARTER CORNER OF SAID SECTION 15, BEING A 2" ALUMINUM CAP, PLS# 28286.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15;  
 THENCE S71°16'58"E A DISTANCE OF 1097.68' FEET TO THE **POINT OF BEGINNING**;  
 THENCE S81°05'50"E A DISTANCE OF 260.98 FEET;  
 THENCE S08°54'51"W A DISTANCE OF 313.52 FEET;  
 THENCE N81°08'02"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 18.30 FEET;  
 THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°02'55", A RADIUS OF 32.00 FEET, A CHORD BEARING N36°06'35"W A DISTANCE OF 45.27 FEET, AND AN ARC DISTANCE OF 50.29 FEET;  
 THENCE N08°54'53"E A DISTANCE OF 103.81 FEET;  
 THENCE N81°05'07"W A DISTANCE OF 173.25 FEET;  
 THENCE N02°58'29"W A DISTANCE OF 181.57 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1.140 ACRES MORE OR LESS.



KENNETH G. OUELLETTE, PLS 24673  
 DATE: OCTOBER 9, 2014  
 JOB NO. 65148374  
 FOR AND ON BEHALF OF  
 MERRICK & COMPANY

REVISION DESCRIPTION		<b>RAMPART RANGE METRO DISTRICT NO. 1</b>	
MERRICK PROJECT NO.	65118314		
DRAWN	WHN	<b>RRC-3C WELL TEMPORARY CONSTRUCTION TRACT</b>	
 <b>MERRICK &amp; COMPANY</b> 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Phone: 303-751-0741		DATE: OCTOBER 9, 2014	SHEET 1 OF 2 SHEETS
		SCALE: N/A	

**EXHIBIT B**

SW 1/4 SECTION 15, TOWNSHIP 6 SOUTH, RANGE 67 WEST 6th P.M.  
 ----CITY OF LONE TREE----COUNTY OF DOUGLAS----

**POINT OF COMMENCEMENT**

W 1/4 COR SEC 15  
 T6S, R67W, 6th P.M.  
 FOUND 2" ALUM CAP  
 PLS# 28286

C 1/4 COR SEC 15  
 FOUND 2" ALUM CAP  
 PLS# 28286

N89°18'37"E 2594.19'  
 NORTHERLY LINE SW 1/4 SEC 15 BASIS OF BEARING

S71°16'58"E 1097.68'

P.O.B.

S81°05'50"E 260.98'

TEMPORARY CONSTRUCTION TRACT CONTAINS 1.140 ACRES MORE OR LESS

DECREED RRC-3C WELL LOCATION

N02°58'29"W 181.57'

N81°05'07"W 173.25'

CITY TRACT

N08°54'53"E 103.81'

S08°54'51"W 313.52'

R=200'

Δ=90°02'55"  
 R=32.00'  
 CB=N36°06'35"W  
 LC=45.27'  
 L=50.29'

N81°08'02"W 18.30'

CROSSINGTON WAY



1 inch = 120 ft.



○ INDICATES CHANGE OF COURSE ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

REVISION DESCRIPTION	
MERRICK PROJECT NO.	65118314
DRAWN	WHN
 <b>MERRICK &amp; COMPANY</b> 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Phone: 303-751-0741	

**RAMPART RANGE METRO DISTRICT NO. 1**

**RRC-3C WELL TEMPORARY CONSTRUCTION TRACT**

DATE: OCTOBER 9, 2014

SCALE: 1"=120'

SHEET 2 OF 2 SHEETS

Upon recording, please return to:

Burns, Figa & Will, P.C.  
Attn: Stephen H. Leonhardt, Esq.  
6400 S. Fiddler's Green Circle, #1000  
Greenwood Village, CO 80111

**Exempt from documentary fee per C.R.S. § 39-13-104(1)(a)**

\_\_\_\_\_  
THIS SPACE FOR RECORDER'S USE \_\_\_\_\_

**EASEMENT AGREEMENT  
(Well No. RRC-3(C))**

This Easement Agreement (the "Agreement") is dated effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015, and is executed and made by and between the City of Lone Tree, a municipal corporation of the State of Colorado (the "City"), as Grantor, and Rampart Range Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("RRMD"), as Grantee:

**RECITALS**

A. The City is the owner of a tract of land legally described in the attached **Exhibit A** (the "Tract"), which is also shown generally on the map in the attached **Exhibit B**.

B. As part of an inclusion into Parker Water and Sanitation District ("PWSD"), RRMD and PWSD entered into an Intergovernmental Agreement for Water and Sewer Services dated December 13, 2006 (the "IGA") and recorded January 31, 2007 with the Douglas County, Colorado Clerk and Recorder at Reception No. 2007009350.

C. Section 5 and Exhibit C of the IGA provide for certain conveyances of well sites from RRMD to PWSD, of which the conveyances described in Section 5(b) and Part 2(a-d) of Exhibit C, including an easement for Well No. RRC-3(C) (the "Well"), were to follow entry of the decree in Case No. 03CW258 (Water Division No. 1). The First Addendum to the IGA was executed effective July 22, 2014, providing for the location and configuration of an easement for Well No. RRC-3(C) as described herein.

D. To provide for access to the well site for use of the Well, the City has agreed to grant RRMD a permanent easement on the Tract for the purpose of using and operating the Well and for pumping and transferring water from the Well for the benefit of RRMD, PWSD, and any transferee of the water rights decreed to the Well subject to the IGA as amended (the "Benefited Persons") pursuant to the terms of this Agreement. Consistent with the IGA and First Addendum, RRMD will assign this Easement Agreement to PWSD after it is executed.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and RRMD agree as follows:

1. Grant of Permanent Easement. Subject to the terms, conditions, and restrictions of the Agreement, the City hereby grants, conveys, and confers upon RRMD, its successors, and assigns for the benefit of the Benefited Persons a nonexclusive easement (“Easement”) over, under, and through the Tract for the purpose of installing, maintaining, repairing, and replacing within the Tract the Well, as decreed in Case No. 03CW258, and associated water pumps, pumping equipment, pipes, and other liquid transport materials (collectively the “Pump and Pipeline Improvements”) and for the purposes of transporting water through the Pump and Pipeline Improvements and otherwise using and operating the Well. The Well will be constructed within the Tract and within a 200-foot radius of the location decreed for the Well in Case No. 03CW258 as shown on the map in **Exhibit B**.

2. Other Rights. Other rights granted pursuant to this Easement Agreement, which shall be for the benefit of RRMD and the Benefited Persons as owners of the Well, and their agents, licensees, and others authorized to exercise them on behalf of RRMD, shall include the rights:

a. To enter on the Tract for the purpose of storing and staging such activities and equipment as may be needed to construct the Well and the Pump and Pipeline Improvements;

b. To enter on the Tract for the purpose of withdrawing water from the Well by the Pump and Pipeline Improvements;

c. To enter on the Tract for the purpose of excavating within the Tract to a depth necessary to install the Pump and Pipeline Improvements to transport water;

d. To keep and relocate within the Tract from time to time the Well and the Pump and Pipeline Improvements; and

e. To perform periodic maintenance, repair, and replacement of the Pump and Pipeline Improvements within the Tract as necessary from time to time.

3. Maintenance and Repair; Liens. RRMD shall be responsible for the maintenance, repair, and improvement of the Well, the Pump and Pipeline Improvements and any other improvements or facilities comprising part of or employed in connection with the Well. RRMD shall pay for all labor and materials furnished in connection with such maintenance, repair, and improvement and shall, within thirty (30) days after recordation, secure the release of record (by bonding or any other means available) of any recorded claim for any mechanics’ or materialmen’s liens or any other lien of any kind. RRMD shall perform all work in the Tract in a good and workmanlike manner in compliance with all applicable laws, rules, regulations, ordinances, and other requirements of governmental authorities. To the extent RRMD’s use or enjoyment of its easement rights granted under this Agreement damages or disturbs the surface of the Tract, including any landscaping, RRMD, to the extent feasible and not reasonably necessary for the operation of the Well, shall restore any such affected areas. If RRMD fails to comply with the restoration obligation, the City may restore the damage itself and recover the reasonable costs thereof from RRMD; provided that prior to undertaking any restoration, the City shall provide RRMD at least ten (10) days advance written notice detailing the damage and the restoration measures sought, and if RRMD commences the restoration in such ten (10) day time period and diligently prosecutes such restoration to completion, RRMD shall be deemed to have satisfied its

restoration obligation as set forth herein. The provisions of this paragraph 3 shall also apply to any work undertaken by, through, or under RRMD pursuant to paragraph 4 or 5 below. RRMD shall construct a customary pump house to contain any well improvements, including, as applicable, the Pump and Pipeline Improvements, and shall take other measures that are reasonably necessary and consistent with prevailing practices for operation of water wells to avoid or minimize disturbance of landscaping and use of the Tract.

4. Access to Tract. RRMD shall have access to the Tract using an improved surface from a public street in a location acceptable to the City, which location shall not unduly burden the operation of the Well.

5. Term of Easement. The Easement and other rights granted by this Agreement shall be effective on the date set forth at the beginning of this Agreement. Upon determination by PWSD that the Well will not be constructed or should be abandoned, PWSD shall notify RRMD in writing, and RRMD and PWSD shall cooperate to complete all necessary well abandonment activities in accordance with applicable laws or regulations, by employing licensed and reputable well construction contractors, and by executing such documents as are reasonably necessary to complete such well abandonment. This Easement shall terminate upon PWSD's decision not to construct or the completion of abandonment of the Well. The term "abandonment" as used in this paragraph is intended to mean the activities required by Rule 16 of the State Engineer's Water Well Construction Rules, 2 CCR 402-2, and the use of that term does not imply that the parties intend to abandon any water rights or other interests in the ownership, production, or use of water. In the event RRMD and PWSD permanently abandon the use of the Well, the City and RRMD or its assigns shall execute such quit claim deeds and other documents and instruments as may be necessary or appropriate to effectuate termination of the Easement and extinguishment of this Agreement of record.

6. Consideration. Consideration for the rights granted in this Agreement includes the matters set forth in the above Recitals and the parties' reliance on such matters. The City acknowledges the adequacy of this consideration.

7. Reservation by the City. The City reserves to itself those rights of use of the Tract that do not interfere with the Easement. This reservation of use by the City shall not include the right of any use that shall in any way damage, impair, or limit use of the Well, the Pump and Pipeline Improvements, or the Easement by RRMD. Any exercise of the City's rights to use the Tract will be subject to prior written approval from RRMD, not to be unreasonably withheld or delayed. The City acknowledges that due to the configuration of the Tract and the relatively small size of the Tract in relation to property ordinarily obtained by PWSD for well sites, any rights to use the Tract reserved by RRMD in this paragraph 7 will be severely limited.

8. Recording. RRMD shall record this Agreement in the real property records of Douglas County, Colorado.

9. Assignment. The parties and their successors and assigns may assign their interests in this Agreement on the condition that the assigning party provides notice within 30 days after executing the assignment.

10. Notice. Any notice, demand, or request required or permitted to be given under this Agreement shall be in writing and shall be deemed received: (a) on personal delivery, (b) on the first business day after receipted delivery to a courier service that guarantees next-business day delivery under any circumstances that such guarantee is applicable, (c) upon transmission by industry-standard facsimile machine, provided receipt of transmission is then confirmed by telephone, or (d) on the third business day after mailing, by certified or registered United States Mail, return receipt requested, directed to the intended recipient of such notice listed below. Either party may change such party's address for notices or copies of notice by at least ten (10) days' prior written notice to the other party in accordance with this section.

If to the City: City of Lone Tree  
Attention: City Manager  
9220 Kimmer Drive, Suite 100  
Lone Tree, CO 80214  
Facsimile: (303) 225-4949

With a copy to: City of Lone Tree  
Attention: Jennifer Pettinger, City Clerk  
9220 Kimmer Drive, Suite 100  
Lone Tree, CO 80214  
Facsimile: (303) 225-4949

If to RRMD: Rampart Range Metropolitan District No. 1  
c/o Clifton Larson Allen  
Attention: Denise Denslow  
8390 Crescent Pkwy, Suite 600  
Greenwood Village, CO 80111  
Facsimile: (303) 773-2050

With a copy to: Stephen H. Leonhardt, Esq.  
Burns Figa & Will, P.C.  
6400 S. Fiddler's Green Circle, Suite 1000  
Greenwood Village, CO 80111  
Facsimile: (303) 796-2777

11. Enforcement.

a. Each party shall be entitled to all remedies at law or in equity for the enforcement of this Agreement. In any action brought to enforce or contest any provision of this Agreement, or to obtain a declaration of the rights of or responsibilities of any party under this Agreement, the prevailing party shall recover all costs and expenses it incurs, including, without limitation, reasonable attorneys' fees and disbursements.

b. In the event of a default by either party under this Agreement, if such default is not cured within ten (10) days after notice (as described in paragraph 10 above) to the defaulting party, or, in the event such default is capable of cure within such ten (10) day period if the defaulting party fails to commence and thereafter diligently and continuously take action to effect

a cure of such default (provided that the total cure period shall not exceed sixty (60) days), then the non-defaulting party shall have the right and remedy to cure, if capable of cure, the breach by the defaulting party, with the right of reimbursement from the defaulting party, within ten (10) days after demand, for costs and expenses incurred in connection with such cure, including reasonable attorneys' fees and costs of enforcing this right. RRMD specifically agrees that in case of RRMD's failure to secure a release of any applicable mechanics' or materialmen's lien claim in accordance with paragraph 3 above, the City may exercise this right to cure and secure the record release of the applicable lien claim by payment, bonding, or any other means available, if RRMD does not obtain the release within ten (10) days after the City's notice of the failure. This self-help remedy shall be cumulative with and in addition to those remedies set forth in paragraph 10(a).

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

13. Indemnity and Insurance.

a. To the extent permitted by law, RRMD agrees to indemnify and hold harmless the City from any and all liability, costs, damages, or expenses arising directly or indirectly from RRMD's and its agents' negligent use of the Easement or negligent actions on the Tract. To the extent permitted by law, the City agrees to indemnify and hold harmless RRMD from any and all liability, costs, damages, or expenses arising directly or indirectly from the City and its agents' negligent use of the Tract or negligent actions on the Tract.

b. RRMD shall, at RRMD's expense, obtain and maintain in full force and effect its customary insurance coverage as may be reasonable and prudent, taking into account the particular risks to be insured against and insurance practices of other local governments similarly situated. All liability policies will name the City as an additional insured. Upon written request, RRMD shall provide the City with a certified copy of such policy or a certificate evidencing such insurance that names the City as an additional insured. Such policy shall not be cancelled or amended without thirty (30) days' prior written notice to the City.

14. Covenant Regarding Subjacent and Lateral Support. RRMD covenants to the City that it will provide subjacent and lateral support for City improvements located on and about the Easement. The City covenants to RRMD that it will provide subjacent and lateral support for the Well and Pump and Pipeline Improvements located on and about the Easement.

15. Entire Agreement. This Agreement, including the attached exhibits, contains the entire contract between the parties. This Agreement may be amended only by a written instrument signed by both the City and RRMD.

16. Binding Effect. The Easement and other rights granted under this Agreement shall be deemed to touch and concern land. The Easement shall be binding upon and inure to the benefit of the Tract, its owners, and their successors in interest and shall be binding upon and shall bind and inure to the benefit of RRMD and its successors and assigns of record in ownership of the water rights decreed to the Well.

17. Counterparts. This Agreement may be executed by counterparts, each of which shall constitute an original, and which together shall constitute one and the same agreement.

18. Immunity. Neither the City nor RRMD waives or intends to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the City and RRMD, their officers, employees, or volunteers.

19. Authority. The City warrants that it has the full right and legal authority to grant the rights set forth in this Agreement, and that the Tract is free from encumbrances, liabilities, or security interests that may interfere with or impede RRMD exercising all rights set forth herein.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Deed has been executed as of the day and year first above written.

**GRANTOR:**

**THE CITY OF LONE TREE**, a municipal corporation of the State of Colorado

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO    }  
  }ss:  
COUNTY OF DOUGLAS   }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_, as \_\_\_\_\_ of the City of Lone Tree.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public

**GRANTEE:**

**RAMPART RANGE METROPOLITAN  
DISTRICT NO. 1**, a quasi-municipal corporation  
and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Keith D. Simon, President

STATE OF COLORADO    }  
  }ss:  
COUNTY OF DOUGLAS    }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2015 by Keith D. Simon, as President of Rampart Range Metropolitan District No. 1.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

SW 1/4 SECTION 15, TOWNSHIP 6 SOUTH, RANGE 67 WEST 6th P.M.  
 ----CITY OF LONE TREE----COUNTY OF DOUGLAS----

**LEGAL DESCRIPTION – RRC-3C WELL CITY TRACT**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6th PRINCIPAL MERIDIAN, CITY OF LONE TREE, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6th PRINCIPAL MERIDIAN AS BEARING N89°18'37"E BETWEEN THE WEST QUARTER CORNER OF SAID SECTION 15, BEING A 2" ALUMINUM CAP, PLS# 28286 AND THE CENTER QUARTER CORNER OF SAID SECTION 15, BEING A 2" ALUMINUM CAP, PLS# 28286.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15;  
 THENCE S65°19'55"E A DISTANCE OF 1342.75 FEET TO THE **POINT OF BEGINNING**;  
 THENCE S08°54'53"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 103.81 FEET;  
 THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°02'55", A RADIUS OF 32.00 FEET, A CHORD BEARING S36°06'35"E A DISTANCE OF 45.27 FEET, AND AN ARC DISTANCE OF 50.29 FEET;  
 THENCE S81°08'02"E TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 18.30 FEET;  
 THENCE S08°54'51"W A DISTANCE OF 50.21 FEET;  
 THENCE N81°05'07"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 301.29 FEET;  
 THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 76°31'38", A RADIUS OF 23.00 FEET, A CHORD BEARING N47°10'42"E A DISTANCE OF 28.49 FEET, AND AN ARC DISTANCE OF 30.72 FEET;  
 THENCE NON-TANGENT WITH THE LAST DESCRIBED CURVE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 33°21'57", A RADIUS OF 49.00 FEET, A CHORD BEARING N68°45'32"E A DISTANCE OF 28.13 FEET, AND AN ARC DISTANCE OF 28.53 FEET;  
 THENCE TANGENT WITH THE LAST DESCRIBED CURVE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 55°05'45", A RADIUS OF 154.00 FEET, A CHORD BEARING N24°31'41"E A DISTANCE OF 142.45 FEET, AND AN ARC DISTANCE OF 148.09 FEET;  
 THENCE N02°58'29"W NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 12.58 FEET;  
 THENCE S81°05'07"E A DISTANCE OF 173.25 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 0.868 ACRES MORE OR LESS.



KENNETH G. OUELLETTE, PLS 24673  
 DATE: OCTOBER 9, 2014  
 JOB NO. 65118314  
 FOR AND ON BEHALF OF  
 MERRICK & COMPANY

REVISION DESCRIPTION	<b>RAMPART RANGE METRO DISTRICT NO. 1</b>	
MERRICK PROJECT NO. 65118314		
DRAWN WHN	<b>RRC-3C WELL CITY TRACT</b>	
 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Phone: 303-751-0741	DATE: OCTOBER 9, 2014	<b>SHEET 1 OF 2 SHEETS</b>
	SCALE: N/A	

**EXHIBIT B**

SW 1/4 SECTION 15, TOWNSHIP 6 SOUTH, RANGE 67 WEST 6th P.M.  
 ----CITY OF LONE TREE----COUNTY OF DOUGLAS----

**POINT OF COMMENCEMENT**

W 1/4 COR SEC 15  
 T6S, R67W, 6th P.M.  
 FOUND 2" ALUM CAP  
 PLS# 28286

C 1/4 COR SEC 15  
 FOUND 2" ALUM CAP  
 PLS# 28286

N89°18'37"E 2594.19'  
 NORTHERLY LINE SW 1/4 SEC 15 BASIS OF BEARING

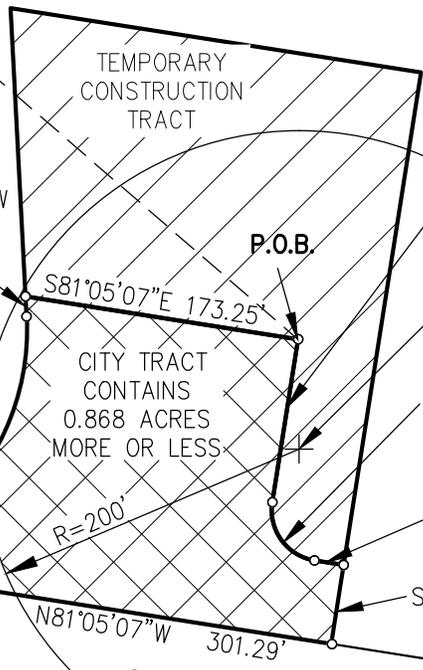
S65°19'55"E 1342.75'

Δ=55°05'45"  
 R=154.00'  
 CB=N24°31'41"E  
 LC=142.45'  
 L=148.09'

Δ=33°21'57"  
 R=49.00'  
 CB=N68°45'32"E  
 LC=28.13'  
 L=28.53'

Δ=76°31'38"  
 R=23.00'  
 CB=N47°10'42"E  
 LC=28.49'  
 L=30.72'

N02°58'29"W 12.58'



S08°54'53"W 103.81'

DECREED  
 RRC-3C WELL  
 LOCATION

P.O.B.

S81°05'07"E 173.25'

CITY TRACT  
 CONTAINS  
 0.868 ACRES  
 MORE OR LESS

Δ=90°02'55"  
 R=32.00'  
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S81°08'02"E 18.30'

S08°54'51"W 50.21'

N81°05'07"W 301.29'

CROSSINGTON WAY



ALLOWED AREA FOR WELL SITE LOCATION.



1 inch = 120 ft.



○ INDICATES CHANGE OF COURSE ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

REVISION DESCRIPTION	
MERRICK PROJECT NO.	65118314
DRAWN	WHN

**RAMPART RANGE METRO DISTRICT NO. 1**

**RRC-3C WELL CITY TRACT**

**MERRICK & COMPANY**  
 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
 Phone: 303-751-0741

DATE: OCTOBER 9, 2014

SCALE: 1"=120'

SHEET 2 OF 2 SHEETS