

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the CITY OF COMMERCE CITY (hereinafter referred to as “City”) and GREYSTAR DEVELOPMENT CENTRAL, LLC, a Delaware limited liability company, and its successors and assigns (hereinafter referred to as “Greystar”).

RECITALS

WHEREAS, Greystar requires an easement for constructing, accessing and maintaining stormwater improvements on City-owned property adjacent to O’Brian Canal, including installation of a stormwater outfall facility (hereinafter referred to as the “Project”);

WHEREAS, the City is the owner of certain real property adjacent to O’Brian Canal, which property encompasses the proposed easement area, which is legally described on **Exhibit A** attached hereto and is defined herein as the “Easement Area”; and

WHEREAS, Greystar shall be responsible for constructing the Project in the Easement Area, following which ownership of the Project shall transfer from Greystar to the City and this Agreement shall terminate.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and covenants contained herein, the sum of ten dollars (\$10.00), and other good and valuable consideration paid by Greystar to the City, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Easement. City does hereby grant and convey to Greystar an easement (the “Easement”) in, through, upon, over, under, and across the Easement Area for the construction, installation, operation, maintenance, repair, replacement, inspection and access to, including ingress and egress, on a regular and customary basis, the stormwater improvements described on **Exhibit B** hereto (the “Stormwater Improvements”), including the right to alter the topography of the Easement Area to the extent necessary to properly construct and maintain the Stormwater Improvements; provided, however, that the Stormwater Improvements shall be constructed in the manner and in the location shown on the engineering drawings prepared by J.R. Engineering, attached hereto as **Exhibit C** (the “Engineering Drawings”) and was approved by the City under permit number DIP24-00022. Greystar, together with its successors, assigns, licensees and its and their contractors, agents, employees and invitees, shall have the right to enter upon the Easement Area with machinery, trucks, materials, tools and other equipment which may be useful or required in the exercise of the Easement.

2. Term. The Easement shall begin on the date of complete execution of this Agreement and notwithstanding any provision contained herein, shall continue so that each and every benefit herein granted is a covenant running with title to the property from which the Easement Area is part of. Notwithstanding the foregoing, the Easement shall terminate once the

City issues a 'Final Acceptance' of the Stormwater Improvements, and ownership of the Stormwater Improvements is transferred to the City, or a third party designated by the City, at which point Greystar shall cease to have any rights or obligations under this Agreement.

3. Retained Rights. The City retains all rights to use, convey and enjoy the Easement Area, subject to the rights granted to Greystar herein. Except as otherwise authorized herein, Greystar shall not disturb or alter the Easement Area, except to the extent necessary to complete the Stormwater Improvements.

4. Indemnity. Greystar shall indemnify and hold the City harmless from and against any and all loss, cost, expense, liability and damages that result, or arise out of, or are in any way attributable to any negligence or reckless acts of Greystar, its agents, designees, contractors or any other persons authorized by Greystar to occupy the Easement Area in the use of the Easement.

5. Safety Measures. Greystar shall cause all contractors doing work on or about the Easement Area to take all necessary and appropriate safety measures with respect to all construction activities on or about the Easement Areas.

6. Mechanic's Liens. Greystar shall pay or cause to be paid all costs for work done by or on behalf of Greystar or any of its designees, contractors, or assigns, occupying any portion of the Easement Area. And Greystar will keep the Easement Area free and clear of all mechanic's liens and other liens on account of work done or performed on behalf of Greystar. Greystar hereby agrees to indemnify, defend and save the City harmless whatsoever including claims or liens of laborers or materials on or others for work performed for or materials or supplies furnished to Greystar or any persons claiming by, through, or under Greystar. Should any liens be filed or recorded against the Easement Area or any action affecting title thereto be commenced as a result of assigned work, Greystar shall cause such liens to be removed of record within ten (10) days thereof. If Greystar desires to contest any such claim of lien, Greystar shall furnish to the City adequate security of at least the amount of such claim, and obtain the release of such lien. If a final judgment establishing the validity or existence of any lien for any amount is entered, Greystar shall immediately pay and satisfy the claim.

7. Hazardous Substances. Greystar shall not use, store, or dispose of any hazardous substances on the Easement Area or adjacent property and Greystar shall prevent any of its agents, designees, contractors and any other person from using, storing or depositing any hazardous substances on the Easement Area or adjacent property. In the event that hazardous substances are deposited on the Easement Area or the adjacent property by Greystar or its assigns, Greystar shall be solely liable and responsible for the removal of such hazardous substances and shall immediately remove such substances from the Easement Area or the adjacent property, as the case may be, and restore the same to the conditions which existed prior to the introduction of such substances onto the property. For the purpose of this Agreement, the term "hazardous substances" shall have the meaning as set forth in any federal, or state law relating to hazardous substances or materials including OSHA, CERCLA, RECRA, and SARA.

8. Repair and Maintenance. Greystar shall repair and maintain the Stormwater Improvements installed in the Easement Area at its sole cost and expense, and shall keep the same

in good and operable condition at all times, until such time as the City issues a 'Final Acceptance' of the Stormwater Improvements and ownership of the Stormwater Improvements transfers to the City, or a third party designated by the City, at which point Greystar shall cease to have any obligations with respect to the Stormwater Improvements.

9. Utilities. In the event any party having an ownership interest in the Easement Area installs or authorizes installation of any improvement or any utility within such Easement Area, then such utilities and/or improvements shall be installed so as not to disturb, alter, injure, damage, or destroy the Stormwater Improvements. If the Stormwater Improvements are disturbed, altered, injured, damaged, or destroyed, it shall be the obligation of the responsible party to repair, replace, or rebuild the Stormwater Improvements to as good a condition as existed prior to the installation of the improvements to the property or the utility.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their agents, successors, and assigns.

11. Assignment. The parties acknowledge and agree that Greystar may assign its rights and obligations under this Agreement to an affiliated special purpose entity of Greystar's without the prior consent of the City. In the event Greystar assigns any rights or obligations of this Agreement, in whole or in part, including to a Greystar affiliated special purpose entity, Greystar shall provide notice of the assignment to the City, including a fully executed copy of the assignment, within 30 days of the execution of any assignment or assignment agreement. Notwithstanding the foregoing, none of Greystar's obligations or responsibilities under this Agreement shall be assigned, transferred, or conveyed to a Residential Metropolitan District, either directly or indirectly, unless the specified Project improvements are expressly identified and included in an existing and previously approved metropolitan district service plan. For the purposes of this Agreement, a Residential Metropolitan District is defined as a metropolitan district formed pursuant to the Special District Act in which ten percent or more of the property in the Metro District area is developed or is expected to be developed for residential purposes.

12. Notice. Any notice or communication between City and Greystar which may be required, or which may be given, under the terms of this Agreement shall be made in writing and shall be deemed effective upon personal service of the other party or upon the date of mailing by certified mail, return receipt requested, addressed as follows (or other address the party to be notified may have designated by like notice to the sender):

DEVELOPER:

Adam Lea and Bo Chapman
Greystar Development Central, LLC
5445 DTC Parkway, Penthouse 1
Greenwood Village, CO 80111

With a copy to:

Kirsten Crawford and Hanna Gustafsson
Kaplan Kirsch LLP

1675 Broadway, Suite 2300
Denver, CO 80202
(303) 825-7000

CITY:

Director, Dept. of Public Works
City of Commerce City
8602 Rosemary Street
Commerce City, CO 80022
(303) 289-8156

With copies to:

Director, Dept. of Community Development
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80222

Director, Dept. of Parks, Recreation & Golf
City of Commerce City
6060 E. Parkway Drive
Commerce City, CO 80022

City Attorney's Office
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80022

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

14. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and may not be modified or amended except by written instrument executed by the City and Greystar.

15. Severability. If any term, provision, covenant or agreement contained in this Agreement is determined to be illegal or unenforceable to any extent, then such provision shall be deemed severed from this Agreement and this Agreement shall then be enforced to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this EASEMENT AGREEMENT, the parties have executed this EASEMENT AGREEMENT as of the date first written above.

CITY OF COMMERCE CITY

Jason Rogers, City Manager

ATTEST:

Dylan A. Gibson, City Clerk

Approved as to form:

Genevieve "Jean" Gill Assistant City Attorney

Recommended for approval:

James E. Tolbert, Assistant City Manager
For: Department of Community Development

City Engineer
Department of Public Works

**GREYSTAR DEVELOPMENT CENTRAL,
LLC**

Signature [signature must be notarized]

Printed Name & Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed before me this ____ day of _____,
202_, by _____ (Name of Authorized Signer), _____
_____ (Title) of _____ (Developer).

WITNESS my hand and official seal.

My commission expires _____.

Notary Public

Exhibit A

Easement Area

[See following page]

EXHIBIT



JR ENGINEERING

TEMPORARY CONSTRUCTION EASEMENT

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOTS 1 AND 2, BLOCK 3, TRIANGLE POINT SUBDIVISION RECORDED UNDER RECEPTION NO. B579458 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, LOCATED IN NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTH END BY A 2" ALUMINUM CAP STAMPED "50' WC LS 38318" 50.00 FEET SOUTH OF LOCATION AND BEING MONUMENTED AT THE SOUTH END BY A 3.25" ALUMINUM CAP STAMPED "LS 37051", BEING ASSUMED TO BEAR N00°11'22"W.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, S89°43'33"W A DISTANCE OF 975.37 FEET, TO THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK 3, TRIANGLE POINT SUBDIVISION RECORDED UNDER RECEPTION NO. B579458 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY LINE OF SAID LOT 1, S89°43'33"W A DISTANCE OF 200.00 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, N00°16'27"W A DISTANCE OF 240.00 FEET;

THENCE N89°43'33"E A DISTANCE OF 440.00 FEET;

THENCE S00°16'27"E A DISTANCE OF 171.81 FEET, TO THE SOUTHERLY LINE OF LOT 2, BLOCK 3, TRIANGLE POINT SUBDIVISION AND A POINT OF NON-TANGENT CURVE;

THENCE ON SAID SOUTHERLY LINE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S10°05'01"E, HAVING A RADIUS OF 1183.45 FEET, A CENTRAL ANGLE OF 12°06'06" AND AN ARC LENGTH OF 249.96 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 96,320 SQUARE FEET OR 2.2112 ACRES.

PROPERTY DESCRIPTION STATEMENT

I, DEREK LEE VAGIAS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38578
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT

NE1/4 SEC 11,
T2S, R67W, 6TH PM

LOT 2, BLOCK 3,
TRIANGLE POINT
SUBDIVISION
REC. NO. B579458

N89°43'33"E 440.00'

LOT 1, BLOCK 3,
TRIANGLE POINT
SUBDIVISION
REC. NO. B579458

25' O'BRIEN CANAL TRAIL
(PUBLIC WAY)
REC. NO. B579458

15' R.O.W. & EASEMENT
BOOK 81, PAGE 118, 119

S00°16'27"E 171.81'

LOT 1, BLOCK 2

POINT OF COMMENCEMENT

E1/4 COR SEC 11,
T2S, R67W, 6TH P.M.
RECOVERED 2" ALUMINUM CAP
STAMPED "50' WC LS 38318"
SOUTH OF CALCULATED POSITION

S10°05'01"E(R)

975.37'

S89°43'33"W 200.00'

POINT OF
BEGINNING
SE CORNER
LOT 1

$\Delta=12^{\circ}06'06"$
 $R=1183.45'$
 $L=249.96'$

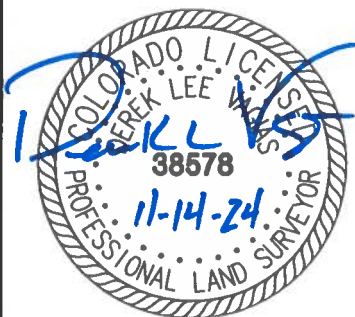
S. LINE NE1/4 SEC. 11

LOT 4, BLOCK 1,
ABERDEEN SUBDIVISION FILING NO. 1
REC. NO. 20050322000288820

BASIS OF BEARINGS
E. LINE OF SEC. 11,
T2S, R67W, 6TH P.M.
N00°11'22"W 2644.63'

30' COUNTY ROAD
BOOK 207, PAGE 123

O'BRIEN CANAL



SE COR SEC. 11
T2S, R67W, 6TH PM
RECOVERED 3.25" ALUMINUM CAP
STAMPED "LS 37051"

100 50 0 100

ORIGINAL SCALE: 1" = 100'

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

TEMPORARY CONSTRUCTION EASEMENT
ABERDEEN
PROJECT NO.: 16012.01
DATE: 11/14/2024

SHEET: 2 OF 2



J-R ENGINEERING

A Westrian Company

Centennial 303-740-8338 • Colorado Springs 719-583-2593
Fort Collins 970-491-8888 • www.jrengineering.com

Exhibit B

Stormwater Improvements

A 72" storm sewer pipe is proposed to be constructed from the southern right-of-way (ROW) of Peoria Parkway to the south side of the O'Brian Canal to pipe the flows of Ragweed Draw across the Aberdeen Subdivision. The flows are then piped across the O'Brian Canal in an 8'x3' reinforced concrete box culvert (RCBC) before they outfall to the north on Commerce City's property (Parcel No. 0172111003002). The outfall includes the construction of a headwall, wingwalls, and riprap on City property.

Exhibit C

Engineering Drawings

[See following page]

PEORIA PARKWAY OUTFALL

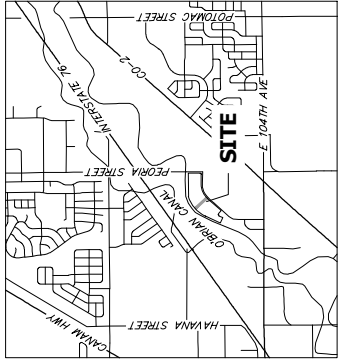
A PART OF THE SOUTH HALF OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

72" STORM SEWER CONSTRUCTION SET

GRADING GENERAL NOTES

THE CONTRACTOR SHALL NOTIFY THE CITY 48 HOURS PRIOR TO COMMENCING GRADING. APPROVED GRADING GENERAL NOTES SHOULD BE INCLUDED ON THE GRADING PLANS WHEN APPLICABLE.

1. GRADING PLAN IS FOR ROUGH GRADING ONLY. CHANGES MAY BE NECESSARY TO BRING PLANS INTO CONFORMANCE WITH APPROVED DRAINAGE AND SITE PLAN.
2. ANY SETBACK OR EROSION AND DIRT SHALL BE REMOVED FROM THE PROPERTY LINES DUE TO GRADING OR EROSION.
3. ANY SETBACK OR EROSION SHALL BE REMOVED FROM THE PROPERTY LINES DUE TO GRADING OR EROSION.
4. NO GRADING SHALL TAKE PLACE IN ANY DESIGNATED FLOOD HAZARD AREA UNTIL THE FINAL DRAINAGE PLAN IS APPROVED BY THE CITY ENGINEER.
5. ANY CONSTRUCTION DURING OR AFTER TRACKING IN THE PUBLIC RIGHT-OF-WAY RESULTING FROM THIS PROJECT SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR UPON WRITTEN NOTICE BY THE CITY ENGINEER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES.
7. STORMWATER DISCHARGE PERMIT SHALL BE OBTAINED AND A COPY SHALL BE SUBMITTED TO THE CITY ENGINEER.
8. AREAS DISTURBED BY GRADING SHALL BE REVEGETED WITH NATIVE VEGETATION OR AS SPECIFIED BY THE CITY ENGINEER.
9. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR SAFETY CONDITIONS ON AND ADJACENT TO THE SITE 24 HOURS A DAY SEVEN DAYS A WEEK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES AND STRUCTURES.
11. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION, (811 or 1-800-982-1987), THE CONTRACTOR SHALL CALL THE CITY ENGINEER TO OBTAIN A PRECONSTRUCTION MEETING. THE PERMITTEE SHALL CALL THE PUBLIC WORKS AT 303-799-4740 TO SCHEDULE A PRECONSTRUCTION MEETING. THE PROJECT SHALL BE COMPLETED WITHIN 180 DAYS OF THE DATE OF THE PRECONSTRUCTION MEETING. THE PROJECT SHALL BE COMPLETED WITHIN 180 DAYS OF THE DATE OF THE PRECONSTRUCTION MEETING.
12. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY, COMMERCE CITY ENGINEER, AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY, COMMERCE CITY ENGINEER.
13. THE PLACEMENT OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs) SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
14. ANY VARIATION IN MATERIAL TYPE OR LOCATION OF EROSION AND SEDIMENT CONTROL BMPs FROM THE CITY ENGINEER'S REQUIREMENTS SHALL BE APPROVED BY THE CITY ENGINEER.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES.
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VICINITY MAP

SCALE: 1"=200'

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ATTACHED: ABREIDEN VILLAGES PHASE 1B/1C/1D - O'BRIEN CANAL CROSSING PLANS.
DATED JANUARY 27, 2023

STORM SEWER GENERAL NOTES

1. ALL STORM SEWER CONSTRUCTION, INCLUDING MANHOLES, ELUETS, AND PIPE TRENCHES, SHALL BE COVERED BY THE COMMERCE CITY STORM DRAINAGE DESIGN AND TECHNICAL CRITERIA, MANUAL, AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES.
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PROJECT CONTACTS

OWNER:

PEORIA PARKWAY OUTFALL
1864 WOODMOOR DRIVE, SUITE 100
MOUNTAIN VIEW, CO 80531
(719) 476-0800

CIVIL ENGINEER:

JR ENGINEERING, P.C.
7200 SOUTH ALTON WAY, SUITE 3400
DENVER, CO 80231
(303) 281-4581

AGENCIES:

ADAMS COUNTY
60 SOUTH 27TH AVENUE
DENVER, CO 80231
(303) 659-1733

CITY OF COMMERCE CITY:

7887 E 80TH AVE
DENVER, CO 80231
(303) 285-3000

BENCHMARK

DEVELOPER BRASS GAV AT THE NORTHEAST CORNER OF
WARREN AVE AND QUEBEC ST. ELEVATION = 5447.05
NAD 83

NOTICE TO CONTRACTOR

1. BY ACCEPTING AND UTILIZING THESE PLANS THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE SAFETY, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES.
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35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES.

ENGINEER'S STATEMENT

THE EROSION AND SEDIMENT CONTROL PLAN INCLUDED HEREIN HAS BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMplies WITH THE REQUIREMENTS OF CHAPTER 38 OF THE CITY OF COMMERCE CITY ENGINEERING CONSTRUCTION STANDARDS AND SPECIFICATIONS MANUAL.

KEVIN T. EHRBROUGH, P.E.
COLORADO NO. 48994
FOR AND ON BEHALF OF JR. ENGINEERING, LLC

ENGINEER'S STATEMENT

PREPARED UNDER MY DIRECT SUPERVISION

KEVIN T. EHRBROUGH, P.E.
COLORADO NO. 48994
FOR AND ON BEHALF OF JR. ENGINEERING, LLC



Know what's below.
Call before you dig.



Know what's below.
Call before you dig.

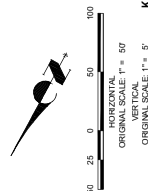
PEORIA PARKWAY OUTFALL
STORM PLAN AND PROFILE -
72" ALTERNATIVE

H-SCALE	1"=50'
V-SCALE	1"=5'
DATE	1/13/25
DESIGNED BY	HLG
DRAWN BY	HLG
CHECKED BY	

J-R ENGINEERING
A Western Company
Central 303-740-9093, Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

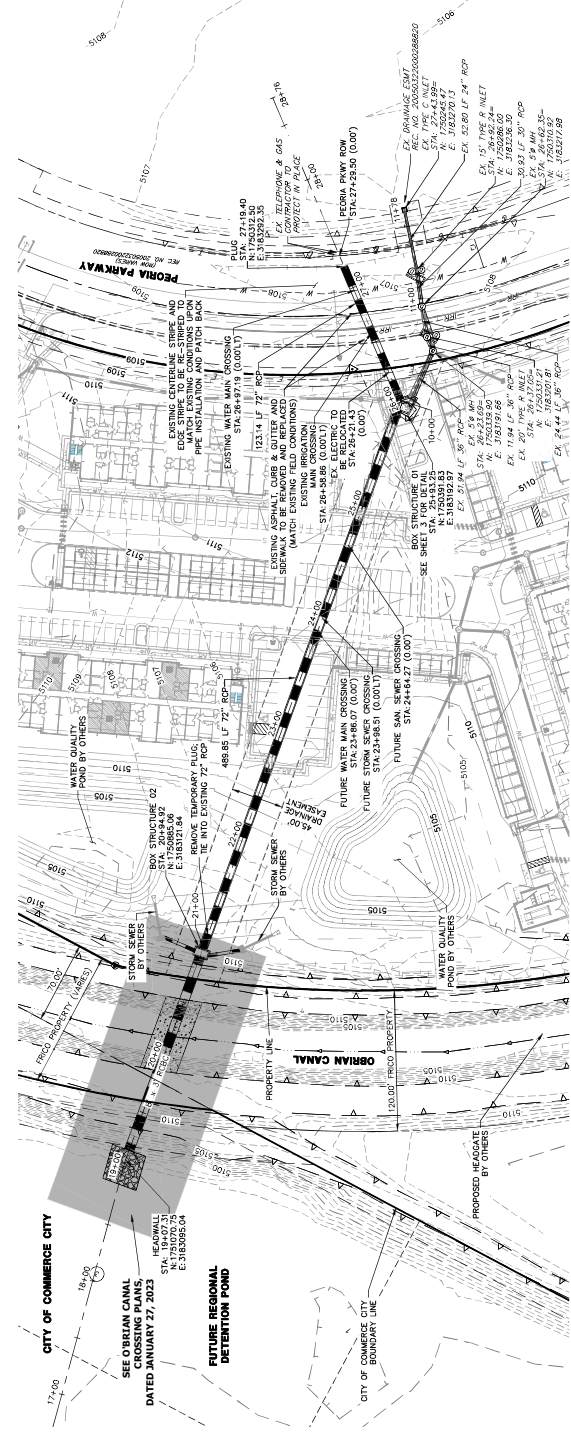
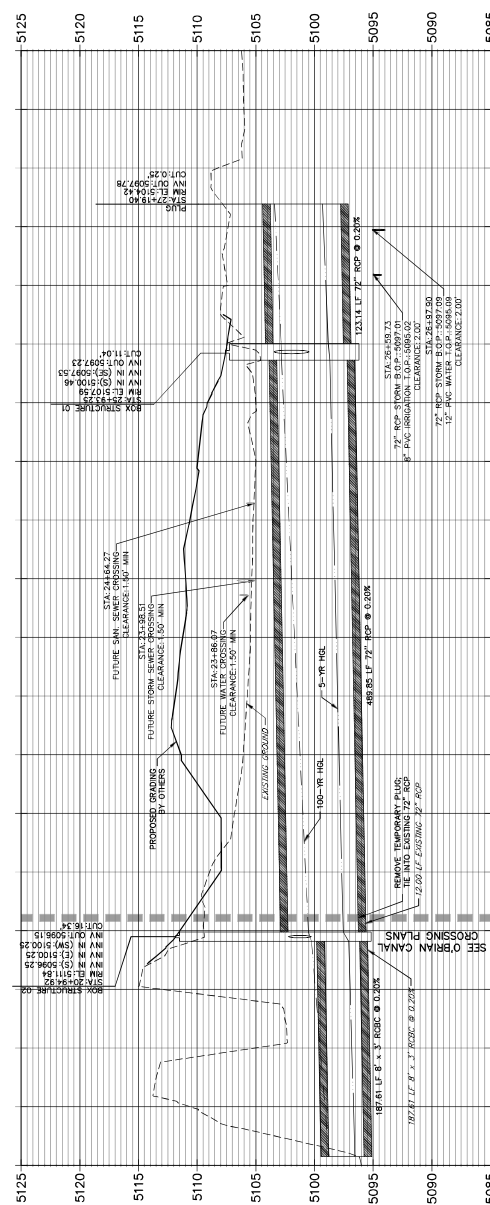
PT ABERDEEN, LLC
864 WOODMOOR DRIVE, SUITE 100
MONUMENT, CO 80132
CONTACT: JOE DESJARDIN
(719) 476-0800

UNTIL SUCH TIME AS
THESE DRAWINGS ARE
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APPROPRIATE REVIEWING
AGENCIES, OR ENGINEERING
APPROVES THEIR USE
ONLY FOR THE PURPOSES
DESIGNATED BY WRITTEN
AUTHORIZATION.



ENGINEER'S STATEMENT

KEVIN ROHRBOUGH, P.E.
COLORADO NO. 48992
FOR SALE ON BEHALF OF

[illegible]

PEORIA PARKWAY OUTFALL
STORM SEWER DETAILS

PEORIA PARKWAY OUTFALL	STORM SEWER DETAILS	DESIGNED BY	HLG
		DRAWN BY	HLG
		CHECKED BY	
		DATE	1/13/25
		V-SCALE	N/A
		H-SCALE	1"=30'
No.			

3
B TYPICAL WALL CORNER
PLAN VIEW DETAIL
SCALE: N.T.S.

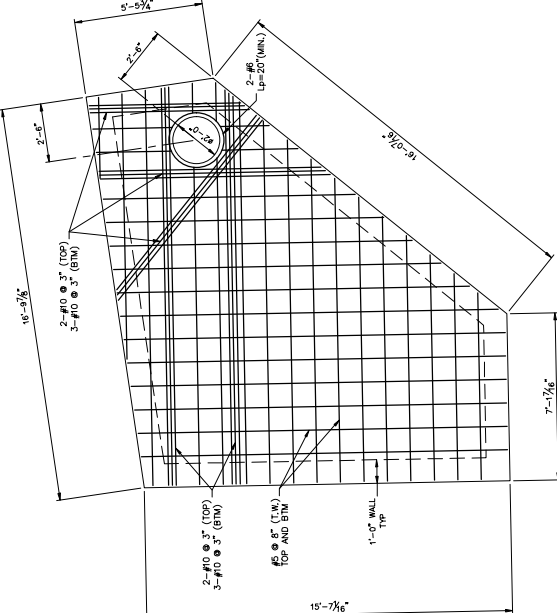
3
A1
TYPICAL BOTTOM
CORNER WALL DETAIL
SCALE: N.T.S.

3
A1
TYPICAL BOTTOM
CORNER WALL DETAIL
SCALE: N.T.S.

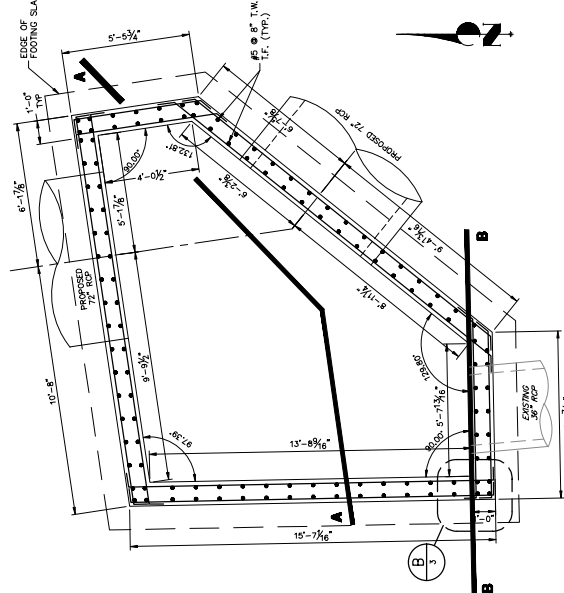
SECTION B-B

[illegible][illegible]

TOP SLAB PLAN VIEW



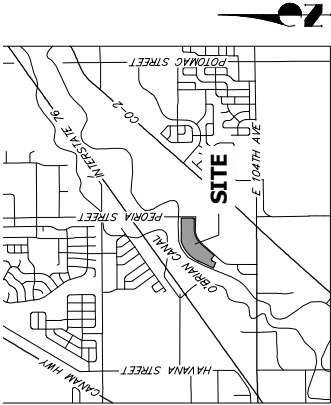
JUNCTION BOX 1 PLAN VIEW



Aberdeen Villages Phase 1B/1C/1D
A PART OF THE SOUTH HALF OF SECTION 11 AND THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO
O'BRIAN CANAL CROSSING PLANS

FARMERS RESERVOIR AND IRRIGATION COMPANY
GENERAL NOTES

- 1. DEFINED: FACILITY OWNER: FRICO
2. ALL IRRIGATION AND CANAL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE DESIGN
3. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD FRICO HARMLESS FROM ANY AND ALL
4. FRICO AND ITS AGENTS OR CONSULTANTS TO NOT WARRANT OR GUARANTEE THE ADEQUACY
5. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH FRICO REPRESENTATIVE
6. TECHNICAL APPROVAL BY FRICO OF THE DESIGN OF THE IMPROVEMENTS SCHEDULED
7. CONTRACTOR SHALL RESTRICT CONSTRUCTION ACTIVITY TO AREAS DEFINED AS PERMANENT
8. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONTINUOUS ACCESS FOR FRICO
9. ALL WORK IN THE FARMERS RESERVOIR SHALL BE SUBJECT TO INSPECTION BY FRICO. FRICO
10. MATERIALS OR FACILITIES FOR WHICH SHOP DRAWINGS ARE REQUIRED
11. IT IS THE ENGINEER'S RESPONSIBILITY TO RESOLVE CONSTRUCTION PROBLEMS WITH FRICO DUE
12. GROUNDWATER ENCOUNTERED DURING CONSTRUCTION SHALL NOT BE RELEASED TO FRICOT'S
13. ALL CONCRETE USED FOR THE PROJECT SHALL CONFORM TO ACI 308. THE CONTRACTOR
14. MARK THE EXISTING ELEVATION OF BOTTOM OF THE CANAL AS DETERMINED BY THE PRE-FABRICATED
15. IF AN ALTERNATE, THE EXISTING MATERIAL CAN BE USED WITH TWO
16. THE CHANNEL CLAY LINING SHALL BE COMPACTED TO 80% OF THE MODIFIED PROCTOR (ASTM
17. MATERIALS GRANK SIZE ANALYSIS (ASTM D422), ATTERBURG LIMITS (ASTM D400), AND
18. ALL OTHER MATERIAL TYPES TO BE USED AS BEDDING, CLAY LINING AND BACKFILL SHALL
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND
20. CONTRACTOR SHALL MAINTAIN SILT FENCE AND OTHER EROSION AND SEDIMENT CONTROL BMPs
21. UNLESS ANOTHER SPECIFIC MAINTENANCE AGREEMENT IS IN PLACE, CONTRACTOR SHALL BE
22. CONSTRUCTION OF THE IMPROVEMENTS SHALL BE SCHEDULED TO OCCUR DURING THE
23. INSTALL MARKER POSTS AT FRICOT'S ROW LIMITS ON BOTH SIDES OF THE CANAL TO DESIGNATE



VICINITY MAP

SHEET INDEX

- 1 COVER SHEET
2 STORM SEWER AND IRRIGATION
3 STORM SEWER AND IRRIGATION
4 GRADING PLAN
5 DETAILS

TOTAL - 5

STORM SEWER GENERAL NOTES

- 1. ALL STORM SEWER CONSTRUCTION, INCLUDING MANHOLES, ACCESS AND PIPE TRENCHES, SHALL BE GOVERNED
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND
3. ALL STORM SEWER PIPES SHALL BE ASTM C76 CLASS 8 REINFORCED CONCRETE PIPE (RCP) UNLESS
4. FOR CONSTRUCTION IN THE CITY OF COMMERCE CITY, THE FOLLOWING MODIFICATIONS HAVE BEEN MADE TO
5. A. THE 15-FOOT TYPE R MANHOLE SHALL HAVE THREE MANHOLE RINGS AND LIDS, WITH ON MANHOLE RING
6. B. THE 15-FOOT TYPE R MANHOLE SHALL HAVE THREE MANHOLE RINGS AND LIDS, WITH ON MANHOLE RING
7. C. THE 15-FOOT TYPE R MANHOLE SHALL HAVE THREE MANHOLE RINGS AND LIDS, WITH ON MANHOLE RING
8. D. THE 15-FOOT TYPE R MANHOLE SHALL HAVE THREE MANHOLE RINGS AND LIDS, WITH ON MANHOLE RING
9. E. THE 15-FOOT TYPE R MANHOLE SHALL HAVE THREE MANHOLE RINGS AND LIDS, WITH ON MANHOLE RING
10. F. THE 15-FOOT TYPE R MANHOLE SHALL HAVE THREE MANHOLE RINGS AND LIDS, WITH ON MANHOLE RING

PROJECT CONTACTS

Table with 2 columns: REVIEWING AGENCY and CIVIL ENGINEER. Includes contact information for various agencies and the engineer.

NOTICE TO CONTRACTOR

- 1. BY ACCEPTING AND UTILIZING THESE PLANS THE CONTRACTOR AGREES THAT
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND

FRICO APPROVAL BLOCK

THE SIGNATURE OF THE GENERAL MANAGER OF FRICO IS FOR THE
PURPOSE OF ACKNOWLEDGING THE ACCEPTANCE OF THE DESIGN OF THE
CHANGE THE RIGHTS AND OBLIGATIONS OF EITHER PARTY WITH RESPECT

GENERAL MANAGER, THE FARMERS RESERVOIR AND IRRIGATION COMPANY

GRADING GENERAL NOTES

THE FOLLOWING GENERAL NOTES SHOULD BE INCLUDED ON THE GRADING PLANS WHEN APPLICABLE:

- 1. GRADING PLANS FOR ROUGH GRADING ONLY; CHANGES MAY BE NECESSARY TO BRING PLANS INTO
2. A WATER TRUCK SHALL BE KEPT ON-SITE TO CONTROL DUST AND EROSION AND DUST,
3. SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR.
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34. SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR.



Know what's below.
Call before you dig.

ENGINEER'S STATEMENT

PREPARED UNDER MY DIRECT SUPERVISION AND SEAL
DATE: 11/17/2023
32314
MAKE A. BRANLEY, P.E.
FOR AND ON BEHALF OF ME ENGINEERING, INC.

ABERDEEN VILLAGES PHASE
1B/1C/1D
DETAILS

B/1C/1D

B/1C/1D

ABERDEEN VILLAGES PHASE 1B/1C/1D	DETAILS	DESIGNED BY	HG	DRAWN BY	HG	CHECKED BY
		DATE	01/27/23			
		V-SCALE	N/A			
		H-SCALE	N/A			

J-R ENGINEERING
A Westman Company

Central 303-740-9393 • Colorado Springs 719-533-2593
Fort Collins 970-491-9888 • www.jrengr.com

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PT ABERDEEN, LLC
1864 WOODMOOR DRIVE, SUITE 100
MONUMENT, CO 80132
CONTACT: JOE DESJARDIN
(719) 476-0800

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APPROVES THEIR USE
ONLY FOR THE PURPOSES
DESIGNATED BY WRITTEN
AUTHORIZATION.

SINGLE CONCRETE BOX CULVERT DIMENSIONS

		BOX SIZE		FILL		SOAB & WALL	
		S	R	HT.	WTH.	HEIGHT	THICKNESS
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NOTES:
ALL DETAIL
IN PROJECT

NOTES:
ALL DETAIL
IN PROJECT

GENERAL NOTES

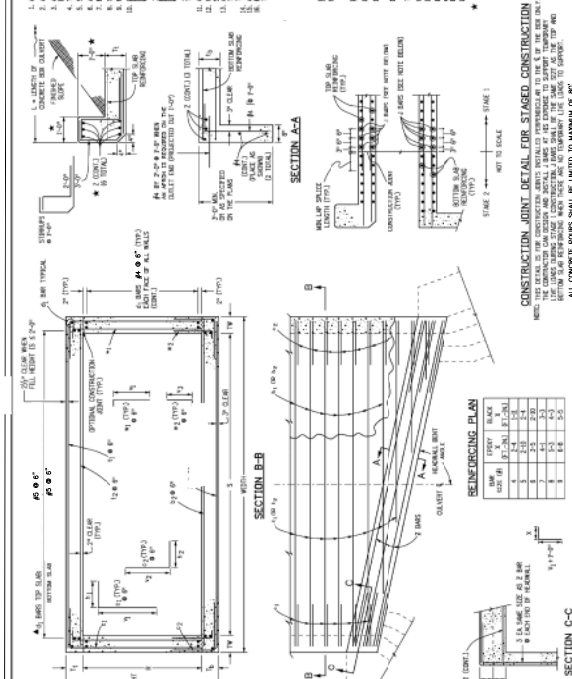
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CONSTRUCTION JOINT DETAIL FOR STAGED CONSTRUCTION

ALL CONCRETE POURS SHALL BE LIMITED TO MAXIMUM OF 80' VERTICAL DISTANCE OF CONSTRUCTION JOINT TO MANHOLE TOP.

SECTION C-C
HEADWALL CORNER RETAINING DETAIL

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