



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Wednesday, February 4, 2026

7:00 PM

Work Session 5:30 PM

**Agenda
Regular Meeting 7:00 PM**

Work Session

- A. Work Session on Land Use Code Articles 4, 5, and 6 -
- B. Oil & Gas Inspection Report & General Update Presentation -
Robert Aronoff, Oil & Gas Liaison

Call to Order – Roll Call

Pledge of Allegiance

Approval of Agenda

Special Presentations

- C. Carbon Valley Rotary Club -

Public Comment

This portion of the agenda is provided to allow members of the audience to provide comments to the Board of Trustees. Please sign in and you will be called. If your comments or concerns require an action, that item(s) will need to be placed on a later Agenda. Please limit the time of your comments to three (3) minutes.

Staff Reports

Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board of Trustees member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

- D. Approval of Minutes

E. List of Bills -

Action Agenda

F. Public Hearing: Ordinance No. 1410 and Resolution No. 26-R-04: An Ordinance of the Board of Trustees Approving the Penrose Place Planned Unit Development Zoning Document and a Resolution of the Board of Trustees Approving with Conditions the Penrose Place Preliminary/Final Plat and Memorandum of Understanding for Public Improvements.

- Open the Public Hearing
- Staff Presentation
- Applicant Presentation
- Public Comment
- Board of Trustee Discussion and Questions
- Close the Public Hearing
- Board of Trustees Action on Ordinance No. 1410 and Resolution 26-

R-04 -

Audem Gonzales, Senior Planner

Discussion Agenda

G. Main Street CO Presentation by DOLA -
Sierra Fedder, Economic Development Specialist

H. Roads Committee Update -
Bryan Ostler, Town Manager

Mayor and Trustee Reports

Adjournment

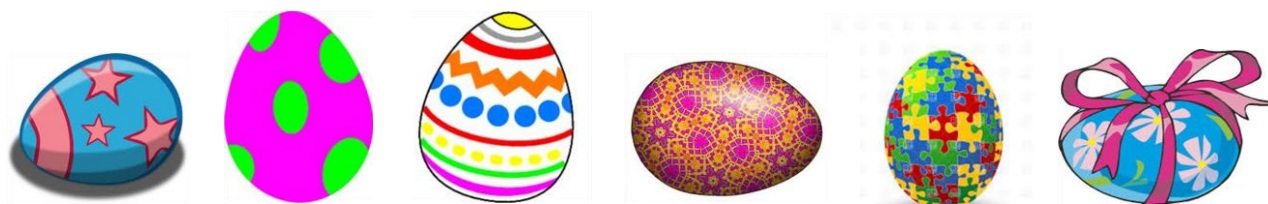
[MEET_FOOT]

2026 EASTER EGG HUNT

Saturday, April 4th

1:00 to 2:30 pm at Hart Park, Firestone

Grant and 4th, 4 blocks East of Safeway



All ages welcome. Separate hunt areas based on age. Hunts every 15 minutes!

12,500 candy filled plastic eggs. FREE activities for children and the Fire Safety House

1,000 FREE BOOKS! EASTER BASKET GRAND PRIZE DRAWING!

CANNED FOOD DRIVE supports Carbon Valley Help Center



EGG STUFFING PARTY – Thursday, April 2 | 2:00 to 6:00 pm

Frederick Firestone Fire District, 8426 Kosmerl Place

Families & Volunteers Welcome!

VOLUNTEERS NEEDED! ♦ ***For information contact:***

Beverly Mendel | 303-596-7731 | bevmendel@carbonvalleyrotary.org

Print

Community Grant Application - Submission #52444

Date Submitted: 12/5/2025

Town of Frederick Community Grant

Organization Name*

Carbon Valley Rotary Club

Address1*

PO Box 828

Address2

City*

Frederick

State

CO

Zip

80530

Contact First Name*

Beverly

Contact Last Name*

Mendel

Contact Phone Number*

303-596-7731

Contact Email Address*

bevmendel@carbonvalleyrotary.org

Federal/State Tax ID*

38-373-3767

Please describe your project and the reason for your request.*

The Carbon Valley Rotary community Easter Egg Hunt will be held Saturday afternoon, April 4 at Hart Park in Firestone. We expect 2,500+ people to attend this free event - we have five separate "hunt" areas (no ready-set-go) and allow 10 to 12 children in each "hunt" area at a time, they find the eggs and then exit, and we put out more eggs. No parents are allowed except for the younger children (like 2 years old) so no one gets trampled. Every child gets to pick out a free book, the Frederick Firestone Fire Protection District's inflatable Fire Safety House will be set up, and there will be booths and activities so that families can learn what services are available in the area. All ages are welcome, including any children with special needs. We need funds to purchase 12,500 plastic eggs, 12,500 pieces of candy, 1,000 books - any net proceeds will be used for literacy and mental health projects in the community.

Amount Requested*

500.00

Number of Frederick residents and/or visitors will participate and/or benefit from the program/project:*

2500

In what way will this program enhance the Town of Frederick's positive image, provide opportunity for informal education, community building and/or family entertainment?*

the Town is welcome to have a booth at the event - a child friendly activity is encouraged so that children will want to come up to the booth, with parents in tow, to learn about the Town's services.

Have you requested support from other sources? Please provide a list of organizations that you have solicited or will be soliciting:*

Town of Firestone, Agilent, and community businesses that wish to sponsor the event.

Has your organization applied for a grant from the Town of Frederick before?*

☐ Yes

☒ No

If you were awarding funding in the past, how much did you receive?

If you received funding in the past, how did you use the funds?

If you received funding in the past, were there funds leftover? If so, how were the funds utilized?

Program/Project Budget

Program/Project Name*

Carbon Valley Rotary Easter Egg Hunt

Total Project Budget:

Please provide a complete project budget list including personnel, promotion, supplies, services etc. The budget can be itemized below.

Item/Amount*

1,000 books - \$2,500

Item/Amount

Volunteer thank you pizza \$75

Item/Amount

12,500 pieces of candy - \$1,000

Item/Amount

Park fees - \$300

Item/Amount

3,000 plastic eggs - \$500

Item/Amount**Item/Amount**

Porta-potty - \$300

Item/Amount**Item/Amount**

Banners - \$500

Item/Amount**Total Project/Program Budget:***

\$5,175

Please List Any Sources of Funding Secured*

Agilent \$1,000

To include any gifts and/or grants pledged or paid. If none received please enter N/A

Request for Additional Funding

If the request is for funds exceeding \$500.00 please explain why your organization has requested funding beyond the \$500.00 grant award.

Please including the following attachments for inclusion in your application.

Board of Directors and Key Staff noting any paid staff.*

CV Rotary Board of Directors.pdf

IRS Determination Letter indicating Tax-Exempt Status of the Organization*

Carbon Valley Rotary IRS Letter.pdf

By signing below, I certify that all information is true and correct to the best of my knowledge.*

Date*

12/5/2025

Beverly Mendel

Signature



18 April 2023

To Whom It May Concern:

Rotary International, a non-profit organization incorporated in Illinois, is exempt from federal income tax under 501 (c) (4) of the Internal Revenue Code. This exemption applies to all subordinate units, i.e. districts and clubs that are properly registered with the Internal Revenue Service.

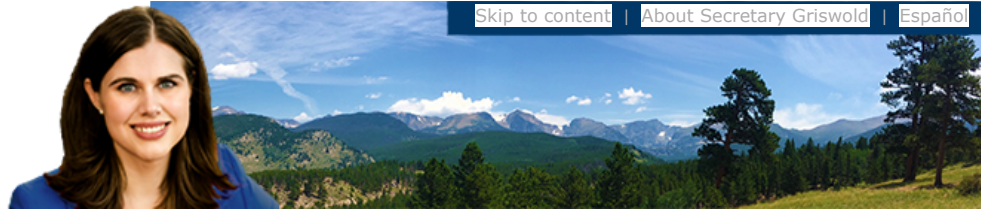
The Rotary Club of Carbon Valley (Frederick-Firestone-Dacono), Colorado, USA, is a member in good standing of Rotary International and has been since its admission on 24 January 2006 .

Rotary International's group exemption number is 0573. The Employer Identification Number (EIN) for the Rotary Club of Carbon Valley (Frederick-Firestone-Dacono), as reported annually to the IRS, is: 38-3733767.

Sincerely,

A handwritten signature in black ink, appearing to read "Deanna Cankar", with a long, sweeping horizontal line extending to the right.

Deanna Cankar
Manager, The Americas
Club and District Support



Summary

For this Record...

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Details			
Name	Carbon Valley Rotary Foundation		
Status	Good Standing	Formation date	05/05/2006
ID number	20061186221	Form	Nonprofit Corporation
Periodic report month	May	Jurisdiction	Colorado
Principal office street address	8080 Colorado Blvd, Firestone, CO 80504, US		
Principal office mailing address	PO Box 828, Frederick, CO 80530, US		

Registered Agent	
Name	Garry Lund Gorsuch
Street address	8080 Colorado Blvd, Firestone, CO 80504, US
Mailing address	PO Box 828, Frederick, CO 80530, US

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December 5, 2025

Board of Directors

Beverly Mendel – Club President

Barb Goettsch – Club Secretary

Jenn Abrams – Club Treasurer

Garry Gorsuch – Board Member

Greg Zadel - Board Member



Town of Frederick Board of Trustees

Meeting Minutes
January 21, 2026

FMD Meeting 5:30 PM

Work Session 5:45 PM

- A. Land Use Code Articles 2 and 3 -
- B. Road Tax Initiative -

Call to Order – Roll Call

At 7:02 PM, Mayor Crites called the meeting to order and requested a roll call. Present were Trustee Mahan, Trustee March, Trustee Lamach, Trustee Padia. Also present were Town Manager Bryan Ostler, Town Attorney Jason Meyers, Town Clerk Tricia David and Deputy Town Clerk Emily Nitcher.

Pledge of Allegiance

Approval of Agenda

The agenda was approved as submitted.

Special Presentations

There were no special presentations.

Public Comment

This portion of the agenda is provided to allow members of the audience to provide comments to the Board of Trustees. Please sign in and you will be called. If your comments or concerns require an action, that item(s) will need to be placed on a later Agenda. Please limit the time of your comments to three (3) minutes.

One person signed in for public comment. Frederick resident and business owner Jason Hepp, addressed the Board on the topic of teamwork.

Staff Reports

Town Manager Bryan Ostler provided an update to the Board regarding the progress of the Roads Committee and the Road Tax Initiative. He noted that there will be an additional update on February 4.

The Board was informed that the search for an Economic Development Manager is underway.

The Public Works Director position has been posted.

- C. Administrative Report -

Consent Agenda

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Board of Trustees member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

A motion was made by Trustee Lamach and seconded by Trustee March to approve the Consent Agenda. Upon roll call vote, the motion passed unanimously.

D. Approval of Minutes

- E. Ordinance No. 1409 Prohibiting the Use of Graywater and the Installation of Graywater Treatment Works within the Town -
Mike Theisen, Chief Building Official

Action Agenda

- F. Public Hearing - Building Code Adoption 2nd Reading - Ordinance No. 1408.
- Open the Public Hearing
- Staff Presentation
- Public Comment
- Board of Trustee Discussion and Questions
- Close the Public Hearing
- Board of Trustees Action on Ordinance No. 1408 -

Mike Theisen, Chief Building Official

At 7:19 p.m., Mayor Crites opened the public hearing. Chief Building Official Mike Theisen presented information regarding the Building Code. One individual signed in to provide public comment; David Quakenbush addressed the Board regarding the Building Code. Following discussion, Mayor Crites closed the public hearing.

A motion was made by Trustee Padia and seconded by Trustee March to approve the Public Hearing – Building Code Adoption, Second Reading, Ordinance No. 1408. Upon roll call vote, the motion passed unanimously.

- G. Resolution 26-R-03 Moving Elections to November -
Tricia David, Town Clerk
Emily Nitcher, Deputy Town Clerk

Deputy Town Clerk Emily Nitcher presented. A motion was made by Trustee March and seconded by Trustee Mahan to approve Resolution 26-R-03 Moving Elections to November. Upon roll call vote, the motion passed unanimously.

Discussion Agenda

H. Allo Update

Representatives from Intrepid, Eric Avitia and Joe Delisa, presented to the Board. The stop-work order was discussed; however, no action was taken to lift the order. Town Manager Bryan Ostler stated the Town's intent to meet with Intrepid's leadership and continue working toward obtaining additional information.

Mayor and Trustee Reports

Trustee Mahan inquired about the Administrative Report item regarding the PROST meeting with the Town of Firestone. Trustee Lamach responded, noting that the level of service provided by Parks Director Colby Johnson and the Frederick PROST team was exceptional. Trustee Lamach also commented on the successful year at the golf course and highlighted recent clubhouse improvements completed by Colby Johnson's team.

Executive Session

A motion was made by Trustee Lamach and seconded by Trustee Mahan to approve the Executive Session.

The executive session started at 8:29.

The audio recording has a script and a list of members in the Executive Session.

The Executive Session ended at 9:34 PM.

- I. For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding Ongoing Litigation. -

Adjournment

There being no further business of the Board of Trustees, Mayor Crites adjourned the regular meeting at 9:34 PM.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Tricia David, Town Clerk

Town of Frederick
November 30, 2025 - December 30, 2025

1800DRYCLEAN NORTH METRO DENVER	Uniform Cleaning	\$	92.80
21ST CENTURY EQUIPMENT LLC	Parks Snow Equipment Maintenance	\$	5,790.81
501 WALNUT LLC	Developer Escrow refund - 501 Walnut	\$	13,090.75
7522 ELECTRIC LLC	Skate Park Security Lighting	\$	16,625.91
AAA PEST PROS LLC	Pest Control	\$	355.00
ACCELA INC	Building & Planning Software	\$	60,530.75
ACUSHNET COMPANY	Golf shop merchandise	\$	732.46
ADAMSON POLICE PRODUCTS	Police Uniforms	\$	1,469.21
AGFINITY	Fuel, lube, fluids	\$	13,361.01
AGILEBITS INC	1Password Manager	\$	13,853.30
AH ARCHITECTURE PC	Parks and Golf Maintenance Facility.	\$	16,437.50
AIRGAS USA LLC	Airgas Supplies	\$	158.61
ALESCO APPRAISAL INC	Assessment for 9031 CR 13 ROW Purchase	\$	4,500.00
ALEX SCHULTZ	BOT Livestream and Closed Caption	\$	187.50
ALL IN ONE PROFESSIONAL SERVICES LLC	Interpreting Services	\$	481.09
AMERICAN TELETEC	Hydrant Meter Damage Deposit	\$	6,631.43
ARROWHEAD FORENSICS	Evidence Supplies	\$	404.23
AV CONCRETE SERVICES LLC	ADA Ramps, Sidewalks, Curb Repairs	\$	54,070.00
BARR ENGINEERING CO.	Water quality consulting services / NPDES permit.	\$	7,738.00
BETTER BUSINESS CLEANING	Cleaning Service	\$	6,356.00
BISCUITS AND BERRIES CATERING	Invoice 2 of 3rd Annual Business Awards	\$	487.50
BK TIRE, INC.	Tire replacement	\$	554.00
BLACK HILLS ENERGY	Gas Utility	\$	2,640.78
BLUDOT TECHNOLOGIES INC	Economic Development Platform	\$	5,035.00
BOWDITCH & CASELL PUBLIC AFFAIRS LLC	Legislative Lobby Services	\$	7,000.00
CAGE ENGINEERING INC	On Call Development Review	\$	8,250.00
CALLAWAY GOLF	Golf Shop Merchandise	\$	1,738.00
CAPITAL BUSINESS SYSTEMS INC	Town Copier Lease Program	\$	2,990.19
CARBON VALLEY CHAMBER OF COMM.	Chamber Open	\$	2,000.00
CDW GOVERNMENT LLC	APC UPS Power Cords	\$	75.45
CENTRAL WELD CTY WATER DIST	November Tap Fee	\$	84,000.00
CERVANTES CONCRETE	R/R Sidewalk 451 5th Street	\$	7,950.00
CINTAS CORPORATION	First Aid Restock	\$	302.03
CITIZEN PRINTING	2026 calendar printing	\$	9,225.00
COBRA PUMA GOLF	Godding Hollow Floodplain Survey	\$	1,689.28
COLORADO ASPHALT PAVEMENT ASSOCIATION	Membership Renewal	\$	250.00
COLORADO BARRICADE CO	Street Signs	\$	4,512.00
COLORADO POND AND LAKE LLC	Algae analysis of sample from Milavec Lake.	\$	187.50
COLT JONES	Cake Reimbursement for Swearing Ceremony	\$	41.99
COMCAST CABLE	COAX Internet	\$	6,136.39
COOL HAND ICE CARVING	Ice Carving for Festival of Lights	\$	2,100.00
CORE & MAIN LP	Water Meter Parts	\$	3,100.32
CORKAT DATA SOLUTIONS LLC	Managed Services Agreement Recovery Plan	\$	27,877.72
COSTAR REALTY INFORMATION INC	Monthly Subscription	\$	644.29
CURALINC HEALTHCARE	Curalinc EAP 2026 Q1	\$	931.50
DATASHIELD CORPORATION	Document Shredding - Admin Services	\$	178.25
DELL MARKETING LP	Alienware 16 LT for PD	\$	3,926.97
DLT SOLUTIONS LLC	Autodesk Civil 3D Software & Support - 1yr	\$	11,671.80
DREAM WEAVER HOLDINGS	Land Easement Acquisition Parcel No 131323000039	\$	6,294.00
DUNAKILLY MANAGEMENT GROUP CORP	Owners Representation Services	\$	15,325.00
DWELL CONSTRUCTION INC	Hydrant Meter Deposit refund	\$	4,500.00
E & G TERMINAL INC	Vehicle Maintenance Supplies	\$	639.28
ELEMENT WATER CONSULTING INC	Lower Boulder Ditch Change Services	\$	18,390.00
ELEVATED FIRE SUPPLY	Maintenance Supplies	\$	2,549.23
EMILY NITCHER	Mileage Reimbursement - CMCA Conference	\$	199.66
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	ESRI Annual Software/Maintenance Fee	\$	30,200.00
ERIE COFFEE ROASTERS LLC	Coffee Services for Business Awards	\$	410.00
EXPRESS SERVICES INC	Temp Services - Golf Shop & Maintenance Payroll	\$	3,859.36
FCI CONSTRUCTORS INC	Frederick Public Works Facility	\$	1,199,551.36
FERTECH INDUSTRIES LLC	John Deere Smooth Urethane Bearings	\$	623.17
FLATIRONS MARKETING & PRINTING SERVICES	PD Envelopes	\$	332.68
FLOCK SAFETY	Flock Cameras	\$	15,000.00
FORTILINE WATERWORKS	Water Meter Supplies	\$	627.69
GARRETSONS SPORTS CENTER	Name Tags	\$	53.00
GENERAL AIR	Supplies - Cylinder Rental	\$	26.86
GLENN PHILIP SCHAGER	2026 Calendar Award	\$	100.00
GOVCONNECTION INC	VMware 1 year license	\$	13,037.04

Town of Frederick
November 30, 2025 - December 30, 2025

GRAINGER TECH	Supplies / Parts	\$	31.21
GREEN MILL SPORTMAN'S CLUB	Range Fees	\$	300.00
GREEN MOUNTAIN PROMOTIONS	Logo Items for Golf Shop	\$	625.25
HIGH COUNTRY BEVERAGE	Beverages for Bella Rosa	\$	495.04
IMAGEFIRST HOSPITALITY	Rug Service for Clubhouse	\$	134.64
INDUSTRIAL CLEANING LTD	Fleet equipment - pressure gun	\$	203.10
INFOSEND INC	Utility Billing Mailings and Newsletter	\$	4,495.24
INTERSTATE FORD	Equipment Maintenance	\$	3,319.55
IRON SPEAR PROTECTION GROUP LLC	Municipal Court Bailiff and Security	\$	445.09
JAMES DOUGLAS CLARK	2026 Calendar Photo Contest	\$	100.00
JENNIFER N HAESSLER	Wells Fargo Deposit Mileage Reimbursement	\$	21.42
JOCHEN RECK	2026 Calendar Award	\$	100.00
JUAN HERRERA	Restitution Payment	\$	200.00
JUB ENGINEERS INC	12th Invoice for CO Blvd and BR Pkwy	\$	96,107.83
KATY PRESS	Retail Consulting Services	\$	2,400.00
KEVIN BROWN	Zip Code Advocacy Meetings - Reimbursement	\$	1,841.10
KINSCO LLC	Police Uniforms	\$	16.00
KODIAK RANCH	carriage and tractor rides for Festival of Lights	\$	3,200.00
KRISTY OHAYRE	Personal charge made on P-card refunded by vendor	\$	10.28
KUMAR & ASSOCIATES INC	PW Facility material testing	\$	6,595.00
L.L. JOHNSON DISTRIBUTING COMPANY	Golf Course Equipment/Supplies	\$	913.48
LANGUAGE LINE SERVICES	Translation Services	\$	12.30
LEXIPOL LLC	Annual Law Enforcement Policy Manual	\$	13,422.03
LUCIANO DIFULVIO	2026 Calendar Award	\$	100.00
MAC EQUIPMENT INC	Grass Cutting Blade	\$	2,553.47
MCCANDLESS INTL TRUCKS OF COLORADO	Equipment Maintenance Supplies	\$	783.70
MOSES WITTEMYER HARRISON & WOODRUFF PC	Legal Services - Water Court	\$	47,108.90
MUNICIPAL APPAREL COMPANY LLC	Golf Shop Merchandise	\$	2,750.06
NEW CONSOLIDATED LOWER BOULDER RESERVOIR	Turnout for Frederick Pond	\$	260.00
NORTHERN COLORADO CONSTRUCTORS INC	Hydrant Meter refund	\$	4,500.00
OCCUPATIONAL HEALTH CENTERS	Pre-Employment Screening- ENunez & FMoreno	\$	144.00
OPENGOV INC	Permitting and Licensing SW Buildout	\$	84,645.79
O'REILLY AUTOMOTIVE INC	Vehicle Supplies	\$	230.78
PAUL C BENEDETTI	Legal Services FURA	\$	300.00
PINNACLE MANUFACTURING PARTNERS	FRED Plaque	\$	375.00
POLICE AND SHERIFFS PRESS INC	Photo IDs	\$	60.00
PRAIRIE MOUNTAIN MEDIA	Publishing Costs	\$	110.20
R NICHOLS CIVIL CONTRACTORS LLC	Hydrant Meter Deposit refund	\$	4,500.00
RAMEY ENVIRONMENTAL COMPLIANCE	ORC Services - November	\$	504.34
RB B ARCHITECTS INC	Public Works Facility Design	\$	36,784.00
REDEMPTION ROAD COFFEE	Hot Chocolate for Festival of Lights	\$	1,800.00
REDI SERVICES LLC	Portolets for event	\$	1,100.00
REED FOX	DJ services	\$	500.00
RICK ENGINEERING COMPANY - COLORADO	Compensation Plan & Downtown Plan	\$	13,022.32
RINGCENTRAL INC	Telephone System	\$	4,169.05
ROCKY MOUNTAIN HEROES COUNSELING	Counselling Services	\$	220.00
SAMANTHA FREYTA	Counselling Services	\$	1,010.00
SCUDDER PRESS INC	Christmas card printing	\$	665.56
SGR LLC	Legal Services	\$	6,561.00
SHUMS CODA ASSOCIATES	Code Adoptions	\$	5,025.00
SIERRA FEDDER	Meeting Gas Reimbursement	\$	38.22
SIGNARAMA	Admin Building Sign Change	\$	5,738.40
SMART HOME SYSTEMS INC	Clubhouse Security Camera System Replacement	\$	12,959.77
SNAP-ON INDUSTRIAL	Vehicle repairs	\$	316.50
SRIXON CLEVELAND GOLF XXIO	Golf shop merchandise	\$	1,310.40
STAPLES ADVANTAGE	Chair for Shoua	\$	315.15
STEVEN WALJE	Employee Loan Program	\$	2,000.00
SUNBELT RENTALS INC	Water Truck	\$	835.99
SWIRE COCA-COLA USA	Beverage order for restaurant	\$	382.55
SYSCO DENVER	Restaurant Supplies	\$	795.41
TARAS TOMKIV	Restitution Payment	\$	1,167.64
TAYLOR MADE GOLF COMPANY	Golf Shop Merchandise	\$	773.31
TCC CORPORTATION	Parks door replacements and hardware replacements	\$	28,371.06
TELOS ONLINE INC	Public Works Backup Internet Link	\$	75.00
THE SHERWIN-WILLIAMS CO	Paint	\$	297.33
TLO LLC	Investigative Services	\$	110.00
TOWN OF FREDERICK MUNICIPAL COURT	Cash Bond - Anna Villareal	\$	200.00

Town of Frederick
November 30, 2025 - December 30, 2025

TRANSWEST TRUCK	Equipment Repairs	\$	772.25
TRAVISMATHEW LLC	Golf shop merchandise	\$	587.10
TRE ENVIRONMENTAL STRATEGIES LLC	Water sample analysis in October 2025.	\$	2,000.00
TRI STATE OIL RECLAIMERS INC	Used oil disposal	\$	75.00
TRI TOWN PLUMBING & HEATING LLC	Replace Water Heater	\$	9,800.84
TRICIA DAVID	Mileage Reimbursement for Conferences (4)	\$	199.66
TRT CONSTRUCTION	Bella Rosa Clubhouse Repair	\$	13,090.00
TRUEPOINT SOLUTIONS LLC	Configuration and Scripting Support	\$	631.76
U.S. POSTAL SERVICE (CMRS-FP)	Postage	\$	500.00
UME CUSTOM EMBROIDERY & IMPRINTING LLC	Embroidery for Build Department T-shirts	\$	172.27
UNITED POWER	Town Building Electric Utilities	\$	18,345.69
UNITED RENTALS	Equipment Rental - Boom Trucks	\$	5,782.24
UNIVERSITY AUTO PARTS INC	Vehicle Parts/Maintenance	\$	1,478.67
UTILITY NOTIFICATION CENTER OF COLORADO	Raw Water Locates.	\$	1,384.91
VAN SCOYOC ASSOCIATES	Retainer for November 2025	\$	1,000.00
VERIZON WIRELESS	Town Mobile Devices	\$	15,455.25
VIA MOBILITY SERVICES	Mobility Services	\$	5,814.00
WASTE CONNECTIONS OF COLO INC	Trash Removal for Parks	\$	1,753.56
WELD COUNTY HEALTH DEPT	Laboratory Services	\$	1,775.00
WELD COUNTY SHERIFF	Inmate Detention Fee	\$	77.16
WEX BANK	Fuel	\$	590.34
		\$	2,250,898.54



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee

Public Hearing: Ordinance No. 1410 and Resolution No. 26-R-04: An Ordinance of the Board of Trustees Approving the Penrose Place Planned Unit Development Zoning Document and a Resolution of the Board of Trustees Approving with Conditions the Penrose Place Preliminary/Final Plat and Memorandum of Understanding for Public Improvements.

- Open the Public Hearing
 - Staff Presentation
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 - Board of Trustee Discussion and Questions
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 - Board of Trustees Action on Ordinance No. 1410 and Resolution 26-R-04
-

Agenda Date: Board of Trustees February 04, 2026

Attachments:

1. BOT Ordinance No. 1410
2. BOT Resolution 26-R-04
3. 25-PCR-10.5
4. 25-PCR-11.5
5. Application and Letter of Intent
6. Vicinity Map
7. Future Land Use Plan
8. Zoning Map
9. PUD Zoning Document
10. Preliminary/Final Plat
11. Penrose Place MOAPI
12. Neighborhood Meeting Minutes
13. Planning Commission Minutes
14. Staff Presentation
15. Applicant Presentation

Reviewed By:

Action Type

3) Quasi-Judicial: Actions of a specific nature or impact to a property interest that require an evidentiary hearing; such as land use applications; may be approved by ordinance or resolution as applicable.

Strategic Plan Alignment:



DYNAMIC, INCLUSIVE & CONNECTED COMMUNITY– Frederick is represented by diverse nonprofit, cultural, business, and geographic participation. Residents actively engage in activities and initiatives; they are encouraged and supported to address important community needs and issues.

3.1 Implement new ways to increase accessibility for public engagement including both traditional and non-traditional means.

3.2 Foster and improve the quality of our relationships with all regional partners seeking ways to collaborate and leverage resources.

Summary Statement:

The applicant is requesting approval for a series of land use applications related to the Penrose Place master-planned community. The project includes rezoning to PUD — Planned Unit Development and final platting of 110 residential lots for duplex and single-family detached development. The Penrose Place project area is ~12.82 acres in size and also includes ~3.34 acres of common open space. The plat includes 34 lots for single-family detached units and 76 lots for duplex units.

Detail of Issue/Request:

Owner: WEJ, LLC, 1555 Rockmont Circle, Boulder, CO, 80305

Applicant: Joey Reale, Landsea Homes

Location: The property is generally located northeast of the HWY 52 and Ridgeway Boulevard intersection.

Zoning: R2 (medium density residential)

Project Size: 12.82 acres

Surrounding Land Uses and Zoning:

North: Land use: Single-family homes
Zoning: R1 - Low density residential

South: Land use: Vacant land
Zoning: Weld County AG-Agricultural

West: Land use: Vacant land
Zoning: CH52 - Mixed Use Highway 52

East: Land use: Vacant land
Zoning: R3 - High density residential

Request:

The applicant is requesting approval for two land use application types: Preliminary/Final Plat and PUD - Planned Unit Development zoning. The Penrose Place project consists of platting 110 lots for duplex and single-family detached development. 13 outlots are also proposed for private drives, landscaping, utilities, etc. The project area is approximately 13 acres in size. A more detailed description of each application type is below:

1. PUD - Planned Unit Development zoning: The applicant is requesting to rezone the project area in preparation for the subdivision. The property is currently zoned R2 - medium density residential. The proposed zoning is Planned Unit Development. The PUD Zoning Document includes the zoning map, list of regulations and provisions within the PUD boundary and conceptual development layouts.

2. Preliminary/Final Plat – The applicant is proposing to plat 110 lots and 13 outlots. The lots are geared towards single-family detached and duplex homes, with each dwelling unit proposed on its own fee simple lot. The lots are all oriented to front onto public streets or landscaped areas and will have alley-loaded garages. The mix of units would be 34 single-family detached homes and 76 duplex units.

Property History:

- The project area was annexed into the Town of Frederick in 1976 under the annexation name of Josephine Roche.
- The property was platted as outlot A and B of the Savannah subdivision in 2001.
- The property was platted with the intent for future development or subdivision.

Comprehensive Plan:

The Comprehensive Plan shows adaptable neighborhood for this area and also contains the adaptable commercial overlay. The adaptable neighborhood designation allows for a wide range of residential uses (single-family, duplex, townhome and multi-family. The PUD zoning document and preliminary/final plat both align with the future land use designation. The applicant is proposing to plat lots for both single-family detached and duplex development. The zoning and proposed PUD Zoning Document do not allow for commercial.

Zoning:

The project area is currently zoned R2 (medium density residential). This zone district

permits a density up to 10 units per acre. The applicant is proposing to zone the property to PUD - Planned Unit Development. The proposed max density for this project is 9 units per acre, which is less than the current zoning. Zoning to the north is R1 (low density residential). The proposed layout of Penrose Place locates the single-family detached homes along the north property boundary, which is consistent with the development across the street.

PUD Zoning Document:

The PUD zoning document is a function of the PUD zoning process. The zoning document contains the measured property boundary for rezoning purposes and all the development standards required for future development. Highlights from the PUD zoning document are below:

- Uses - duplex and single-family detached homes are both permitted.
- 1 planning area is proposed for the entire site (larger developments designate multiple planning areas for different product types, setbacks, and other regulations).
- 3.34 acres of common open space (26% of the development area).
- No pocket park or neighborhood park are required due to the proximity of an existing neighborhood park in the Savannah neighborhood to the north.
- Multiple trails and connections (along HWY52, Ridgeway Blvd. and internal).
- Internal alleys are shown in the conceptual layout of the subdivision.
- Dimensional standards for lots are included in the PUD zoning document (includes density, setbacks, lot size, etc.).
- Fencing requirements are also included in the PUD zoning document.

Utilities:

The Penrose Place development is proposing to utilize Town of Frederick water as the source for potable water and Saint Vrain Sanitation for sanitary sewer. Both entities have reviewed the plans and provided comments and confirmation that the project may move forward. Final infrastructure design associated with this plat is shown on the construction plan sets. Several easements are needed for these utility mains and are proposed to be dedicated by the plat.

Streets and Access:

The project area includes utilizing existing public streets for access. All three entrance points are located along Penrose Boulevard to the north. No access into the site is proposed off Ridgeway Boulevard due to intersection distance requirements. Penrose Place features internal alleyways that are proposed to provide rear access to each lot and dwelling unit. Garages are proposed in the rear of each unit and will be accessed via these alleyways. Roadway improvements to Ridgeway Boulevard are outlined in the associated construction plan documents and MOAPI (memorandum of agreement for public improvements). This agreement lays out the required road construction costs and responsibilities for covering those costs.

Ditches:

Penrose Place borders a FRICO - Farmers Reservoir & Irrigation Company ditch on the east of the development (Stanley Ditch). The project area does not encroach or

discharge into the ditch. Since the Planning Commission, FRICO has continued to review the construction documents associated with the final plat. Staff has no control over FRICO's review and final determinations. Staff has placed a condition of approval on the final plat that allows the FRICO review to continue if the plat is approved. Preliminary feedback from FRICO has led staff to believe that any future requirements from FRICO would not affect or be affected by the approval of this plat.

Public Notice:

This project has been required to provide several public notices per Section 4.5 of the Land Use Code. See the list of requirements below:

1. Neighborhood meeting - mailed notice with a 1,000 ft. buffer
2. Initial application submittal - posted and mailed notice with a 1,000 ft. buffer
3. Public hearing - posted and mailed notice with a 1,000 ft. buffer

Staff has received no written public comment on this project to date.

Neighborhood Meeting: Attached to this staff report is a summary of the neighborhood meeting held on April 25, 2024. Per the meeting minutes, there were three attendees in person and one virtual attendee. The main questions and concerns raised by the residents were centered around the following:

1. Product type
Size, price and garage orientation
2. Open Space
Landscape requirements, water rights for landscaping and maintenance by a metro district
3. Traffic
HWY 52 traffic increases from new homes and existing homes
4. Parking
Alley loaded garages, no parking in alleys, and what spaces are provided on the site

Review Criteria:

There are two separate land-use items associated with the Penrose Place master planned community. Each item has a specific set of approval criteria and conditions of approval. See below:

Section 16.5.1.d Planned Unit Development Zoning Document:

1. Will be in general conformity with the Comprehensive Plan; provided that:
 - (a) If a Comprehensive Plan update has not occurred in the five (5) years preceding the application date, the Board of Trustees must specifically also find that the public health, safety, and welfare will be advanced by adopting the PUD zoning document to

conform to the Comprehensive Plan; or

(b) If a Comprehensive Plan update is underway on the date of the application, the Board of Trustees must specifically also find that the PUD zoning document, on balance, will not undermine the implementation of the updated Comprehensive Plan.

Staff response: The PUD Zoning Document is aligned with the Comprehensive Plan. The current future land use designation is adaptable neighborhood with an adaptable neighborhood commercial overlay. The proposed PUD Zoning Document permits single-family detached homes and duplexes which are both envisioned to be located within the adaptable neighborhood.

(2) Will provide a net public benefit when compared to the development that is possible under non-PUD zoning districts, considering:

(a) For all planning areas:

i) The stewardship of natural resources and the mitigation of flood risks;

Staff response: N/A

ii) The development quality and design aesthetics; and

Staff response: The project includes alley-loaded development with homes facing outwards towards public streets and common open space. This design configuration does provide for higher quality development.

iii) The efficiency in layout and provision of roads, utilities and other infrastructure; and

Staff response: The project does not include any public streets, but does include internal private alleys with some guest parking. The alleyways are accessed from Penrose Boulevard in three different areas. There is ample circulation within the development boundaries. Utilities and other underground infrastructure are located within the alley outlots and common open space outlots. This makes for a more efficient subdivision layout.

(b) For planning areas that include residential uses:

i) The quantity or quality of common open space or recreational amenities;

Staff response: Pocket parks and neighborhood parks are not required in Penrose Place due to the close proximity of the subject area to other parks to the north. Internal common open space areas include pedestrian walkways and other amenities.

ii) The affordability of housing; and

(c) For planning areas that include nonresidential uses, the creation of new or expanded economic opportunities that will have a positive impact on the fiscal health of the Town or the lifestyle of its residents.

Staff response: N/A

(3) Where the boundaries of the PUD are shared with existing or approved residential development, or when existing or approved residential development is across a street that is sixty (60) feet or less in right-of-way width, the PUD zoning document provides for buffers and/or transitions in land use, density, intensity, and building patterns along the boundaries of the PUD Zoning District to appropriately address the impacts of noise, dust, light, and shadows created by development within the PUD on the existing or approved residential development.

Staff response: N/A. Existing residential to the north is located over 60-feet away. There are no other existing or approved residential uses within 60-feet of this project area.

Section 4.7.4.b. Preliminary Plat criteria:

1. The preliminary plat provides for a functional system of land use and is consistent with the criteria set forth in this Code.

Staff Response: The preliminary plat/final plat proposes duplex and single-family detached development which is consistent with the proposed zoning and Comprehensive future land use map.

2. The land use mix within the project conforms to the Town's zoning district map and furthers the following planning objectives:

Staff Response: The current zoning and proposed zoning are very similar. The proposed plat will align with the rezoning request.

a. The proposed development promotes the Town's small-town, rural character, or implements a Board-approved sub-area, corridor, or urban renewal plan, however titled;

Staff Response: The proposed plat aligns with the Comprehensive Plan and generally with the current zoning map. Duplex and single-family development are aligned with single-family detached homes, which are located to the north of this project. The proposed maximum density is actually lower than what the current zoning permits. Proposed: 9 DU/AC. Existing: 10 DU/AC.

b. Proposed residential development adds diversity to the Town's housing supply;

Staff Response: Duplex dwellings add diversity to not only this area in Frederick, but also to the entire Town as a whole. The Frederick community is predominantly single-family detached housing. An all alley-loaded community is also unique to Frederick. This configuration, especially for single-family detached homes, offers a more unique option for diversifying the housing stock in Frederick.

c. Proposed commercial development will benefit the Town's economic base;

Staff Response: N/A

d. Parks and open space are incorporated into the site design, as appropriate to the proposed principal use or uses of the land;

Staff Response: The applicant is proposing 26% common open space within this project. Internal sidewalks and trails link these spaces together.

e. The proposed project protects the Town's environmental quality; and

Staff Response: There are no sensitive natural environmental features within the project area to protect.

f. The development enhances cultural, historical, educational and/or human service opportunities.

Staff Response: Staff has not identified cultural, historical or educational components to be protected within this subdivision. The project includes focusing on common open space and enhancing pedestrian connectivity.

3. The utility and transportation design is adequate, given the existing and planned capacities of those systems.

Staff Response: Water and sewer providers have not identified any issues with capacity or levels of service. Transportation infrastructure is still being reviewed as part of the construction plans associated with the plat. These plans will be finalized before the Board of Trustees public hearing.

4. Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.

Staff Response: Staff does not find the proposed residential use to have any negative impacts on surrounding properties.

5. There is a need or desirability within the community for the applicant's development, and the development will help achieve a balance of land use and/or housing types within the Town, according to the Town's goals.

Staff Response: The plat provides for future duplex development which has been identified as housing product type needed within Frederick.

Section 4.9.1.c Final Plat criteria:

1. The final plat conforms with the approved preliminary plat and incorporates recommended changes, modifications, and conditions attached to the approval of the preliminary plat unless otherwise approved by the Board of Trustees.

Staff response: The two plats have been combined into one document. All requested modifications during the review process have been reflected on the plat.

2. The development will substantially comply with the community design principles and development standards as set forth in Article 2 of this Code.

Staff response: The plat document meets the standards of the Land Use Code as well as the proposed standards within the PUD zoning document.

3. All applicable technical standards have been met.

Staff response: Staff finds all technical standards have been met.

4. An updated title commitment dated current to within fourteen (14) days of the Board of Trustees meeting

Staff response: N/A, staff requires this before final plat recordation.

Legal Comments:

The Town Attorney's Office reviewed the application materials and has provided comments throughout the review period. All requested changes have been incorporated into the application package.

Alternatives/Options

1. PUD - Planned Unit Development Zoning Document

Approval:

I move to approve ordinance 1410, which approves the Penrose Place Planned Unit Development rezone request and zoning document.

Denial:

I move to deny the rezone request and direct staff to draft a resolution of denial (list criteria not met).

2. Preliminary/Final Plat

Approval:

I move to approve the Penrose Place preliminary/final plat and memorandum of understanding for public improvements and direct staff to draft a resolution of approval.

Approval with Conditions:

I move to approve resolution 26-R-04, which conditionally approves the Penrose Place preliminary/final plat and memorandum of understanding for public improvements and direct staff to draft a resolution with the following conditions: (list conditions of approval).

Denial:

I move to deny the Penrose Place preliminary/final plat and memorandum of

understanding for public improvements, and direct staff to draft a resolution of denial (list criteria not met).

Financial Considerations

Not Applicable.

Staff Recommendation

The Planning Commission held a public hearing on November 6, 2025, and voted to recommend approval with conditions for both the Planned Unit Development zoning document and Preliminary/Final Plat. The vote was 5 Yes and 0 No. The conditions of approval are as follows:

PUD Zoning Document

1. Delineate which lots are single-family attached and single-family detached.

Preliminary/Final Plat

1. Plat must comply with State standards on labeling of lots.
2. Delineate by lot which are single-family attached and which are single-family detached.

The applicant has revised the documents to address the conditions from the Planning Commission. The item contains the updated documents as attachments to the staff report.

Staff recommends the Board of Trustees approve the Penrose Place Planned Unit Development Zoning document with no conditions and the Preliminary/Final Plat and Memorandum of Understanding of Public Improvements with the following condition:

1. Prior to the Town's Conditional Acceptance of all on-site and off-site Public Improvements, the Owner shall obtain written confirmation from Farmers Reservoir and Irrigation Company's ("FRICO") that FRICO's review is complete and provide this letter to the Town. No building permits for the project shall be issued until the Town has received the required letter from FRICO. This condition shall not restrict the issuance of Grading and/or ROW Permits necessary to install Public Improvements or to complete overlot, rough, and/or fine grading."

Community Impact

This project proposes adding duplex buildings to Frederick's housing stock. Duplexes offer different price points for future residents and help diversify the housing mix within Town. Providing more inventory and variety greatly impacts the community by offering more housing options for different socio-economic groups within the Town.

**TOWN OF FREDERICK, COLORADO
ORDINANCE NO. 1410**

**AN ORDINANCE OF THE BOARD OF TRUSTEES APPROVING THE PENROSE PLACE
PLANNED UNIT DEVELOPMENT ZONING DOCUMENT**

WHEREAS, on behalf of the owners of property described in Exhibit A, attached hereto and incorporated herein by this reference ("Subject Property"), Joey Reale ("Applicant"), applied to the Town of Frederick for PUD – Planned Unit Development zoning for the Subject Property; and

WHEREAS, on November 6th, 2025, the Town of Frederick Planning Commission reviewed the application and recommended approval of the application in Planning Commission resolution 25-PCR-10.5; and

WHEREAS, the Board of Trustees of the Town of Frederick, Colorado wishes to approve the Penrose Place Planned Unit Development Zoning Document.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE
TOWN OF FREDERICK, AS FOLLOWS:**

Section 1. The Board of Trustees finds that:

- 1.1 An application for the Penrose Place Planned Unit Development Zoning Document has been submitted.
- 1.2 Said application was found to be complete through the review process.
- 1.3 Said application was considered during a public hearing held February 4th, 2026, at which time the public was able to provide testimony.
- 1.4 Sufficient notice was given according to Section 4.5 of the Frederick Land Use Code.
- 1.5 The Penrose Place Planned Unit Development application conforms with the applicable requirements of Section 16.4.5 of the Frederick Land Use Code, namely:
 - 1.5.1 Will be in general conformity with the Comprehensive Plan.
 - 1.5.2 Will provide a net public benefit when compared to the development that is possible under non-PUD zoning districts, considering:
 - (a) For all planning areas:

- i) The development quality and design aesthetics; and
- ii) The efficiency in layout and provision of roads, utilities and other infrastructure; and

(b) For planning areas that include residential uses:

- i) The quantity or quality of common open space or recreational amenities; and
- ii) The affordability of housing.

1.5.3 Where the boundaries of the PUD are shared with existing or approved residential development, or when existing or approved residential development is across a street that is sixty (60) feet or less in right-of-way width, the PUD zoning document provides for buffers and/or transitions in land use, density, intensity, and building patterns along the boundaries of the PUD Zoning District to appropriately address the impacts of noise, dust, light, and shadows created by development within the PUD on the existing or approved residential development.

Section 2. The Board of Trustees decision is based on competent, substantial evidence in the written record and the testimony provided at the public hearing.

Section 3. On the basis of the above, the Town of Frederick Board of Trustees approves the Penrose Place Planned Unit Development Zoning Document with no conditions.

Section 4. Effective Date. This ordinance shall be published and become effective according to law.

Section 5. Severability. If any part, section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid such invalidity shall not affect the validity of the remaining sections of the ordinance. The Town Board hereby declares that it would have passed the Ordinance including each part, section, subsection, sentence, clause, or phrase thereof, regardless of the fact that one or more parts, sections, subsections, sentences, clauses, or phrases are declared invalid.

Section 6. Repealer. All ordinances or resolutions and motions of the Board of Trustees of the Town of Frederick or parts thereof in conflict with this ordinance are, to the extent of such conflict, hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance, resolution, or motion, no revive any ordinance, resolution, or motion thereby.

Section 7. Certification. The Town Clerk shall certify the passage of this ordinance and

make not less than one copy of the adopted ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED THIS ____ DAY OF _____, 2026.

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Traci Crites, Mayor

EXHIBIT A

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 THENCE ALONG THE WEST LINE OF SAID SECTION 32 NORTH 00°25'47" EAST, A DISTANCE OF 111.59 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°51'00" EAST, A DISTANCE OF 131.40 FEET TO A SOUTHWESTERLY CORNER OF OUTLOT A, SAVANNAH SUBDIVISION AND THE POINT OF BEGINNING; THENCE ALONG THE EXTERIOR BOUNDARY OF OUTLOT A AND OUTLOT B OF SAID SAVANNAH SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES:

- 1) NORTH 44°50'00" WEST, A DISTANCE OF 100.41 FEET;
- 2) THENCE NORTH 00°25'47" EAST, A DISTANCE OF 426.49 FEET;
- 3) THENCE NORTH 45°28'47" EAST, A DISTANCE OF 35.36 FEET;
- 4) THENCE SOUTH 89°31'13" EAST, A DISTANCE OF 225.65 FEET TO A POINT OF CURVATURE;
- 5) THENCE 222.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00 FEET, AN INCLUDED ANGLE OF 59°17'23" AND SUBTENDED BY A CHORD BEARING SOUTH 59°52'31" EAST, A DISTANCE OF 212.69 FEET TO A POINT OF REVERSE CURVATURE;
- 6) THENCE 284.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, AN INCLUDED ANGLE OF 60°20'02" AND SUBTENDED BY A CHORD BEARING SOUTH 60°23'51" EAST, A DISTANCE OF 271.36 FEET;
- 7) THENCE NORTH 89°26'08" EAST, A DISTANCE OF 894.56 FEET;
- 8) THENCE NORTH 85°12'12" EAST, A DISTANCE OF 21.80 FEET;
- 9) THENCE SOUTH 08°15'37" EAST, A DISTANCE OF 154.95 FEET TO A POINT OF CURVATURE;
- 10) THENCE 140.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 405.53 FEET, AN INCLUDED ANGLE OF 79°52'74" AND SUBTENDED BY A CHORD BEARING SOUTH 18°11'46" EAST, A DISTANCE OF 139.94 FEET;
- 11) THENCE SOUTH 89°51'00" WEST, A DISTANCE OF 1585.73 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 558,641 SQ. FT. OR 12.82 ACRES, MORE OR LESS

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 26-R-04**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK,
COLORADO, APPROVING WITH CONDITIONS THE PENROSE PLACE
PRELIMINARY/FINAL PLAT AND MEMORANDUM OF AGREEMENT FOR PUBLIC
IMPROVEMENTS**

WHEREAS, on behalf of the owners of property described in Exhibit A, attached hereto and incorporated herein by this reference ("Subject Property"), Joey Reale ("Applicant"), applied to the Town of Frederick for PUD – Planned Unit Development zoning for the Subject Property; and

WHEREAS, on November 6th, 2025, the Town of Frederick Planning Commission reviewed the application and recommended approval of the application by approval of Planning Commission resolution 25-PCR-11.5; and

WHEREAS, the Board of Trustees of the Town of Frederick, Colorado, wishes to approve the application for preliminary/final plat and the accompanying Memorandum of Agreement for Public Improvements; and

WHEREAS, at the time of this approval, review of the project by referral entity, the Farmers Reservoir and Irrigation Company, is underway but not complete, and the Board wishes to include a condition to allow for completion of this review prior to the project moving forward.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, WELD COUNTY, COLORADO THAT:

Section 1. The Frederick Board of Trustees finds that:

- 1.1 An application for the Penrose Place Preliminary/Final Plat has been submitted.
- 1.2 Said application was found to be complete through the review process.
- 1.3 Said application was considered during a public hearing held February 4th, 2026, at which time the public was able to provide testimony.
- 1.4 Sufficient notice was given according to Section 4.5 of the Frederick Land Use Code.

- 1.5 The Penrose Place Preliminary/Final Plat application conforms with the applicable requirements of Section 4.7.4.b and Section 4.9.1.c of the Frederick Land Use Code, namely:
- 1.5.1 The preliminary plat provides for a functional system of land use and is consistent with the criteria set forth in this Code.
 - 1.5.2 The land use mix within the project conforms to the Town's zoning district map and furthers the following planning objectives:
 - a. The proposed development promotes the Town's small-town, rural character, or implements a Board-approved sub-area, corridor, or urban renewal plan, however titled;
 - b. Proposed residential development adds diversity to the Town's housing supply;
 - c. Parks and open space are incorporated into the site design, as appropriate to the proposed principal use or uses of the land;
 - d. The proposed project protects the Town's environmental quality; and
 - e. The development enhances cultural, historical, educational and/or human service opportunities.
 - 1.5.3 The utility and transportation design is adequate, given existing and planned capacities of those systems.
 - 1.5.4 Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.
 - 1.5.5 There is a need or desirability within the community for the applicant's development, and the development will help achieve a balance of land use and/or housing types within the Town, according to the Town's goals.
 - 1.5.6 The final plat conforms with the approved preliminary plat and incorporates recommended changes, modifications, and conditions attached to the approval of the preliminary plat unless otherwise approved by the Board of Trustees.
 - 1.5.7 The development will substantially comply with the community design principles and development standards as set forth in Article 2 of this Code.

1.5.8 All applicable technical standards have been met.

Section 2. The Board of Trustees decision is based on competent, substantial evidence in the written record and the testimony provided at the public hearing.

Section 3. On the basis of the above, the Town of Frederick Board of Trustees approve the Penrose Place Preliminary/Final Plat with the following condition:

Prior to the Town's Conditional Acceptance of all on-site and off-site Public Improvements, the Owner shall obtain written confirmation from Farmers Reservoir and Irrigation Company's ("FRICO") that FRICO's review is complete and provide this letter to the Town. No building permits for the project shall be issued until the Town has received the required letter from FRICO. This condition shall not restrict the issuance of Grading and/or ROW Permits necessary to install Public Improvements or to complete overlot, rough, and/or fine grading.

Section 4. On the basis of the above, the Board of Trustees approve the accompanying Memorandum of Agreement for Public Improvements.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

Section 6. Certification. The Town Clerk shall certify the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS ____ DAY OF _____, 2026.

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor

EXHIBIT A

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 THENCE ALONG THE WEST LINE OF SAID SECTION 32 NORTH 00°25'47" EAST, A DISTANCE OF 111.59 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°51'00" EAST, A DISTANCE OF 131.40 FEET TO A SOUTHWESTERLY CORNER OF OUTLOT A, SAVANNAH SUBDIVISION AND THE POINT OF BEGINNING; THENCE ALONG THE EXTERIOR BOUNDARY OF OUTLOT A AND OUTLOT B OF SAID SAVANNAH SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES:

- 1) NORTH 44°50'00" WEST, A DISTANCE OF 100.41 FEET;
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- 11) THENCE SOUTH 89°51'00" WEST, A DISTANCE OF 1585.73 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 558,641 SQ. FT. OR 12.82 ACRES, MORE OR LESS

25-PCR-10.5

A Resolution of the Planning Commission Recommending Approval of the Penrose Place Planned Unit Development Zoning Document with Conditions

WHEREAS, Landsea Homes submitted an application for approval of a Planned Unit Development Zoning Document for the property described in Exhibit A, for the purpose of constructing a residential development; and

WHEREAS, the Planning Commission heard Landsea Homes' application for Planned Unit Development Zoning Document at public hearing on November 6, 2025.

NOW THEREFORE, be it resolved by the Planning Commission of the Town of Frederick, Colorado:

Section 1. The Frederick Planning Commission finds that:

- 1.1 An application for the Penrose Place Planned Unit Development Zoning Document has been submitted.
- 1.2 Said application was found to be complete through the review process.
- 1.3 Said application was considered by the Planning Commission during a public hearing held November 6, 2025, at which time the public was able to provide testimony.
- 1.4 Sufficient notice was given according to Section 4.5. of the Frederick Land Use Code.
- 1.5 The Penrose Place Planned Unit Development application conforms with the applicable requirements of Section 16.4.5. of the Frederick Land Use Code, namely:
 - 1.5.1 It will be in general conformity with the Comprehensive Plan.
 - 1.5.2 It will provide a net public benefit when compared to the development that is possible under non-PUD zoning districts, considering:
 - (a) For all planning areas:
 - i) The development quality and design aesthetics; and
 - ii) The efficiency in layout and provision of roads, utilities and other infrastructure; and

(b) For planning areas that include residential uses:

i) The quantity or quality of common open space or recreational amenities;

ii) The affordability of housing; and

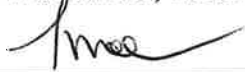
1.5.3 Where the boundaries of the PUD are shared with existing or approved residential development, or when existing or approved residential development is across a street that is sixty (60) feet or less in right-of-way width, the PUD zoning document provides for buffers and/or transitions in land use, density, intensity, and building patterns along the boundaries of the PUD Zoning District to appropriately address the impacts of noise, dust, light, and shadows created by development within the PUD on the existing or approved residential development.

Section 2. The Planning Commission recommendation is based on competent, substantial evidence in the written record and the testimony provided at the public hearing.

Section 3. On the basis of the above, the Town of Frederick Planning Commission recommends that the Board of Trustees approve the Penrose Place Planned Unit Development Zoning Document with the following conditions.

1. Delineate which lots are single-family attached and single-family detached.

This resolution approved this 6th day of November, 2025 by a vote of 5 to 0.



Tracy Moe, Chairperson, Planning Commission

EXHIBIT A

LEGAL DESCRIPTION

OUTLOTS A AND B, SAVANNAH SUBDIVISION, TOWN OF FREDERICK, COUNTY OF WELD,
STATE OF COLORADO

25-PCR-11.5

A Resolution of the Planning Commission Recommending Approval for the Penrose Place Preliminary/Final Plat with Conditions

WHEREAS, Landsea Homes submitted an application for approval of a Preliminary and Final Plat for the property described in Exhibit A; and

WHEREAS, the Planning Commission heard Landsea Homes' application for Preliminary and Final Plat at public hearing on November 6, 2025.

NOW THEREFORE, be it resolved by the Planning Commission of the Town of Frederick, Colorado:

Section 1. The Frederick Planning Commission finds that:

- 1.1 An application for the Penrose Place Preliminary/Final Plat has been submitted.
- 1.2 Said application was found to be complete through the review process.
- 1.3 Said application was considered by the Planning Commission during a public hearing held November 6, 2025 at which time the public was able to provide testimony.
- 1.4 Sufficient notice was given according to Section 4.5 of the Frederick Land Use Code.
- 1.5 The Penrose Place Preliminary/Final Plat application conforms with the applicable requirements of Section 4.7.4.b. and Section 4.9.1.c. of the Frederick Land Use Code, namely:
 - 1.5.1 The preliminary plat provides for a functional system of land use and is consistent with the criteria set forth in this Code.
 - 1.5.2 The land use mix within the project conforms to the Town's zoning district map and furthers the following planning objectives:
 - a. The proposed development promotes the Town's small-town, rural character, or implements a Board-approved sub-area, corridor, or urban renewal plan, however titled;
 - b. Proposed residential development adds diversity to the Town's housing supply;
 - c. Parks and open space are incorporated into the site design, as appropriate to the proposed principal use or uses of the land;

d. The proposed project protects the Town's environmental quality; and

e. The development enhances cultural, historical, educational and/or human service opportunities.

1.5.3 The utility and transportation design is adequate, given existing and planned capacities of those systems.

1.5.4 Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.

1.5.5 There is a need or desirability within the community for the applicant's development, and the development will help achieve a balance of land use and/or housing types within the Town, according to the Town's goals.

1.5.6 The final plat conforms with the approved preliminary plat and incorporates recommended changes, modifications, and conditions attached to the approval of the preliminary plat unless otherwise approved by the Board of Trustees.

1.5.7 The development will substantially comply with the community design principles and development standards as set forth in Article 2 of this Code.

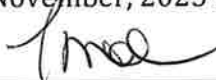
1.5.8 All applicable technical standards have been met.

Section 2. The Planning Commission recommendation is based on competent, substantial evidence in the written record and the testimony provided at the public hearing.

Section 3. On the basis of the above, the Town of Frederick Planning Commission recommends that the Board of Trustees approve the Penrose Place Preliminary/Final Plat with the following conditions:

1. Plat must comply with State standards on labeling of lots.
2. Delineate which lots are single-family attached and single-family detached.

This resolution approved this 6th day of November, 2025 by a vote of 5 to 0.



Tracy Moe, Chairperson, Planning Commission

EXHIBIT A

LEGAL DESCRIPTION

OUTLOTS A AND B, SAVANNAH SUBDIVISION, TOWN OF FREDERICK, COUNTY OF WELD,
STATE OF COLORADO



Built On What Matters

TOWN OF FREDERICK

PLANNING DEPARTMENT

401 LOCUST STREET • P.O. BOX 435 • FREDERICK, CO 80530-0435

PHONE: (720) 382-5500 • FAX: (720) 382-5520

www.frederickco.gov

LAND USE APPLICATION FORM

PROJECT NAME: Penrose Place

DATE SUBMITTED: 4/26/2024 UPDATE

APPLICATION FEE: \$12,740 (112 Lots Assumed) - Includes Metro District Service Plan

TYPE OF APPLICATION:

- | | | |
|--|--|--|
| ☐ Annexation, Zoning and Concept Plan (\$1,000 fee plus \$10 per acre) | ☒ Metropolitan District (\$5,500 fee) | ☐ Special Use Oil and Gas Drilling and Production (\$5,000 fee per well) |
| ☐ Annexation Agreement Amendment (\$500 fee for the first section; \$100 for every additional section) | ☐ Minor Modification (\$350 fee) | ☐ Street Name Change (\$750 fee) |
| ☐ Appeal of Administrative Decision (\$500 fee) | ☐ Minor Subdivision (\$1,500 fee) | ☐ Subdivision Amendment (\$1,000 fee) |
| ☐ Code Text Amendment (\$1,500 fee) | ☐ MOAPI (\$500 fee for the first section; \$100 for each additional section) | ☐ Vacation of ROW or Easement (\$500 fee for one easement or right-of-way; \$100 for every additional) |
| ☐ Comprehensive Plan/Planning Area Amendment (\$3,000 fee) | ☒ Preliminary Plat (\$2,500 fee plus \$10 per lot) | ☐ Variance (\$750 fee for residential; \$1,000 for non-residential) |
| ☐ Conditional Use (\$1,000 fee) | ☒ Preliminary Development Plan (\$2,500 fee plus \$10 per lot) | ☐ Vesting of Property Rights (\$1,000 fee) |
| ☐ Construction Plan Review (\$1,000 fee) | ☐ Sign Design Program (\$500 fee) | ☐ Water Dedication Analysis (\$250 fee) |
| ☐ Final Development Plan (\$2,500 fee plus \$5 per lot) | ☐ Site Plan (\$2,000 fee for up to 25,000 sf; otherwise, \$2,500 fee) | ☐ Waiver (\$1,000 fee for residential; \$1,500 fee for non-residential) |
| ☐ Final Plat (\$2,500 fee plus \$5 per lot) | ☐ Site Plan Amendment (\$500 fee for up to 1,000 sf; otherwise, \$750 fee) | ☐ Zoning (\$2,500 fee for one district; \$500 for each additional district) |
| ☐ Maps (Small - \$2.50; Large - \$7.00; Street Map - \$10.00) | ☐ Sketch Plan (\$2,000 fee) | ☐ Zoning Compliance Letter (\$75 fee) |

PROJECT INFORMATION:

Legal Description of Property (location within township, section, and range or Subdivision, Block and Lot):

Outlots A and B, Savannah Subdivision, situation in the SW4 of Section 32, Township 2 North, Range 67 West, 6th PM, Town of Frederick, County of Weld.

Applicant's Name (This will be the primary contact):

Joey Reale

Phone/Fax:

970-821-7286

Address:

428 Kimbark Street, Longmont, CO 80501

Relation to Property Owner:

Developer - Under Contract

E-mail Address: greale@landseahomes.com

ADDITIONAL CONTACTS:

Property Owner: WEJ, LLC.

Consultant Business Name: Summit Commercial Brokers

Consultant Personal Contact: Rachel Austefjord

Address: 1555 Rockmont Circle
Boulder, CO 80305

Address: 6800 N 79th St #103
Niwot, CO 80503

Phone/Fax: 303-443-5810

Phone/Fax: 408-427-4757

E-mail Address: keithjenkins1@earthlink.net

E-mail Address: rachel.austefjord@gmail.com

LAND USE APPLICATION FORM (CONTINUED)

Property Owner:	Consultant Business Name: Summit Commercial Brokers Consultant Personal Contact: Rachel Austefjord	
Address:	Address:	
Phone/Fax:	Phone/Fax:	
E-mail Address:	E-mail Address:	
TOTAL ACREAGE OF PROPERTY UNDER CONSIDERATION: 12.824 Acres		
Is site within Frederick Planning Area?	☒ Yes	☐ No
Project Address (if applicable): 7965 Penrose Blvd. Frederick, CO 80530		
Existing Use: Vacant Land	Existing Zoning: R-2	
Proposed Use: Residential Medium Density	Proposed Zoning: PUD (R-2)	
Number of Existing Residential Lots: 2	Number of Proposed Residential Lots: 112	
Number of Existing Commercial Lots: 0	Number of Proposed Commercial Lots: 0	
Number of Existing Industrial Lots: 0	Number of Proposed Industrial Lots: 0	
Is there an existing MOAPI in place? ☒ Yes ☐ No If yes, please provide reception date and number. From prior Savannah Subdivision approvals. Reception #3015468 Recorded December 17, 2002		
COMPREHENSIVE PLAN MAP DESIGNATIONS:		
LAND USE & PUBLIC FACILITIES Land Use Designation(s): Single Family Attached, SW/4 General Commercial. Public Facilities: Water/Sewer adjacent to prop	UTILITY AND SPECIAL DISTRICTS Water: Town of Frederick Sewer: St Vrain Sanitation District Fire Protection: Frederick-Firestone Fire Protection Other: Black Hills Energy / United Power	
TRANSPORTATION Street Connections: Ridgeway Blvd (west side) Penrose Blvd (north side)	ENVIRONMENTAL ISSUES Property in Floodplain: ☐ Yes ☒ No Sensitive Wildlife habitat area: ☐ Yes ☒ No	
PARKS, OPEN SPACE AND RECREATION Proposed Park and/or trail: 8' Trail Connection and open space on site. Onsite detention to be provided.	SUBSIDENCE AND OIL AND GAS Subsidence area: ☐ Yes ☒ No Oil and/or gas wells: ☐ Yes ☒ No	
CERTIFICATION: I certify that I am the lawful owner, or represent and warrant that I am authorized to bind the entity that is the lawful owner, of the parcel(s) of land that this application concerns, and consent to this action. Signature: <u>Keith Jenkins</u> Print Name: Keith Jenkins Date: 05 / 01 / 2024 I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. In filing this application, I represent and warrant that I am authorized to bind the applicant and property owner(s). I understand that all materials and fees required by the Town of Frederick must be submitted prior to having this application processed. Signature: <u>Guiseppe Reale</u> Digitally signed by Guiseppe Reale DN: C=US, E=greale@landseahomes.com, O=Landsea Homes of Colorado, OU=Director of Entitlements, CN=Guiseppe Reale Date: 2024.04.29 09:23:38-06'00' Print Name: Guiseppe Reale - Director of Entitlements Date: 4/29/24		



May 8, 2024

Town of Frederick Planning Department
Ms. Maureen Welsh
401 Locust Street, P.O. Box 435
Frederick, CO 80530

Re: Penrose Place Preliminary Plat and Preliminary Development Plan – Letter of Intent

Dear Maureen,

On behalf of applicant team and Landsea Homes of Colorado, we are pleased to provide to the Town of Frederick this Preliminary Plat and PUD Overlay application for the project known as Penrose Place, located at the northeast corner of Ridgeway Boulevard and Highway 52 in the Town. The property underwent a zoning change to R-2 Residential Medium Density in 2022 to allow for a future development of single-family and attached housing consistent with the R-2 zoning.

The proposed Preliminary Plat application is intended to subdivide the property into single-family attached and single-family detached lots for a future residential community. Also included with this application is a Preliminary Development Plan for a proposed PUD Overlay. The PUD Overlay proposes minor alternatives to the Frederick Land Use Code's Density and Dimensional Standards, as well as the Development Standards for the underlying R-2, Medium Density Residential zoning district. More detail can be found in the PUD Overlay documents submitted with this application.

We have enjoyed working with the Town thus far and have greatly appreciated the time and assistance you have provided to prepare us for this submittal. Please see the associated documentation for more project information.

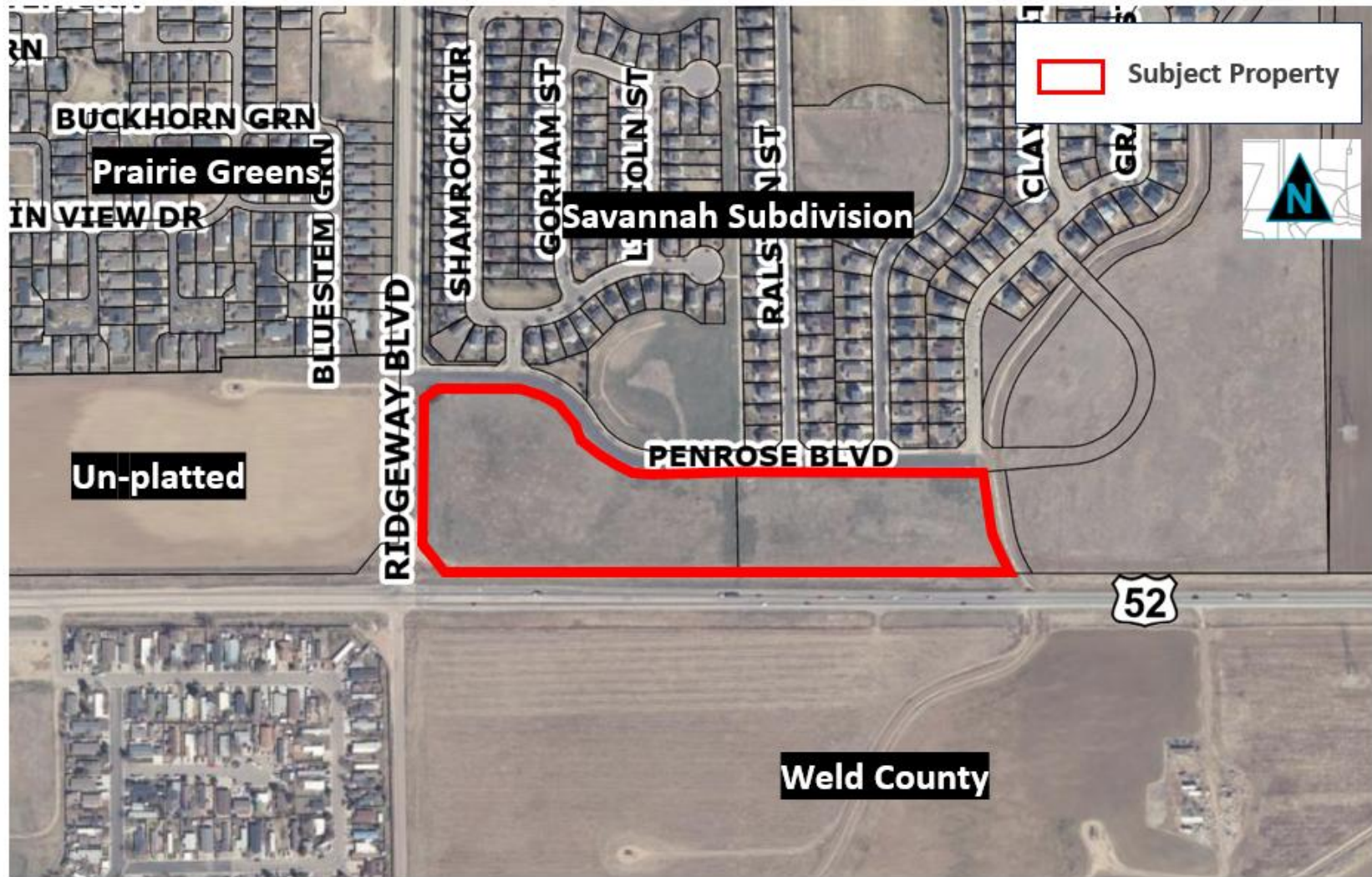
We look forward to working with you on this exciting development.

Sincerely,

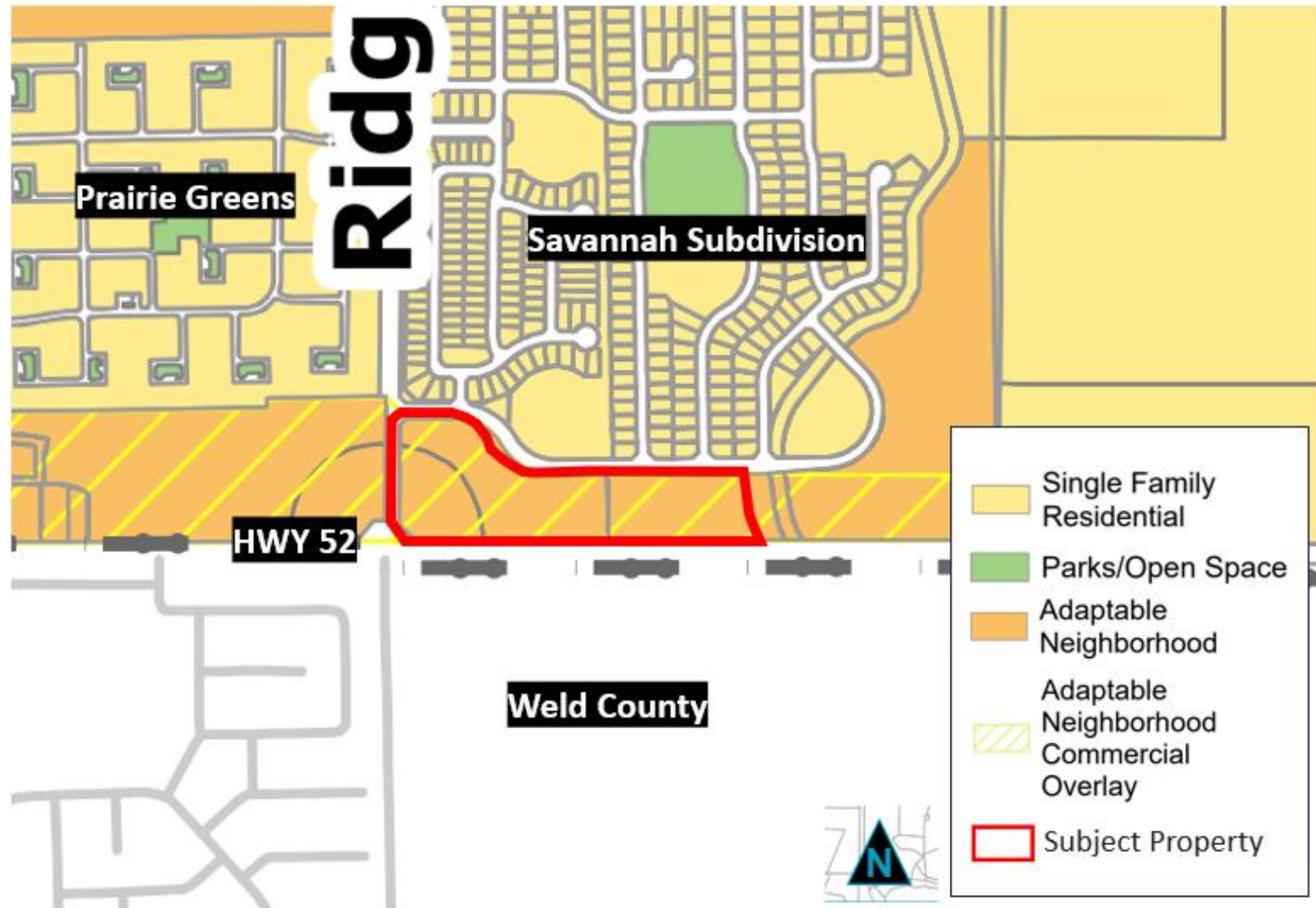
Savanah Benedick-Welch

Savanah Benedick-Welch, AICP

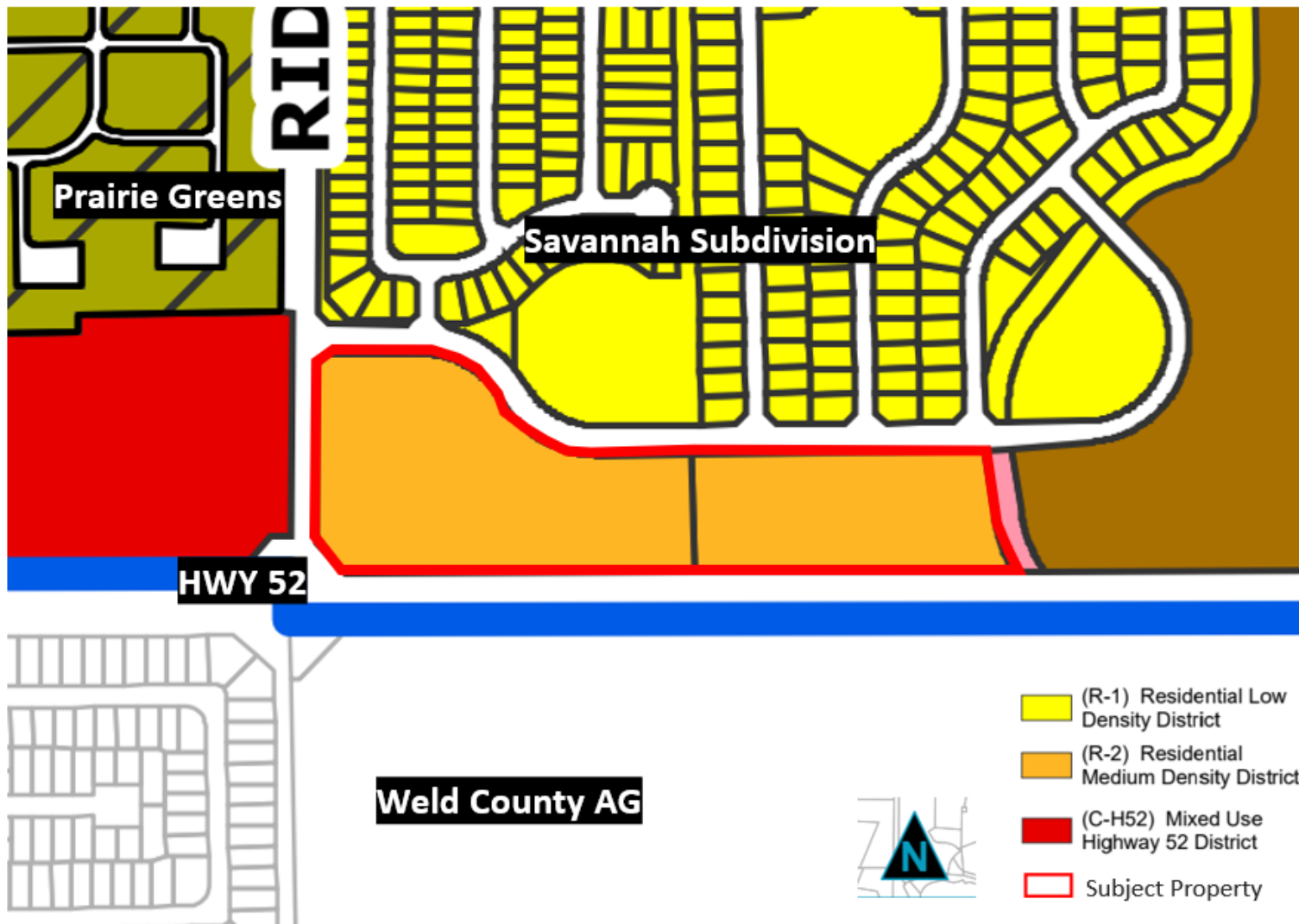
Vicinity Map



Future Land Use Plan



Zoning Map



PENROSE PLACE PLANNED UNIT DEVELOPMENT
ZONING DOCUMENT

LOCATED IN SAVANNAH SUBDIVISION,
OUTLOT A AND OUTLOT B IN FREDERICK,CO
12.82 ACRES

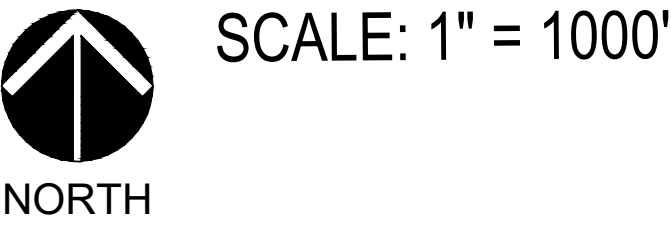
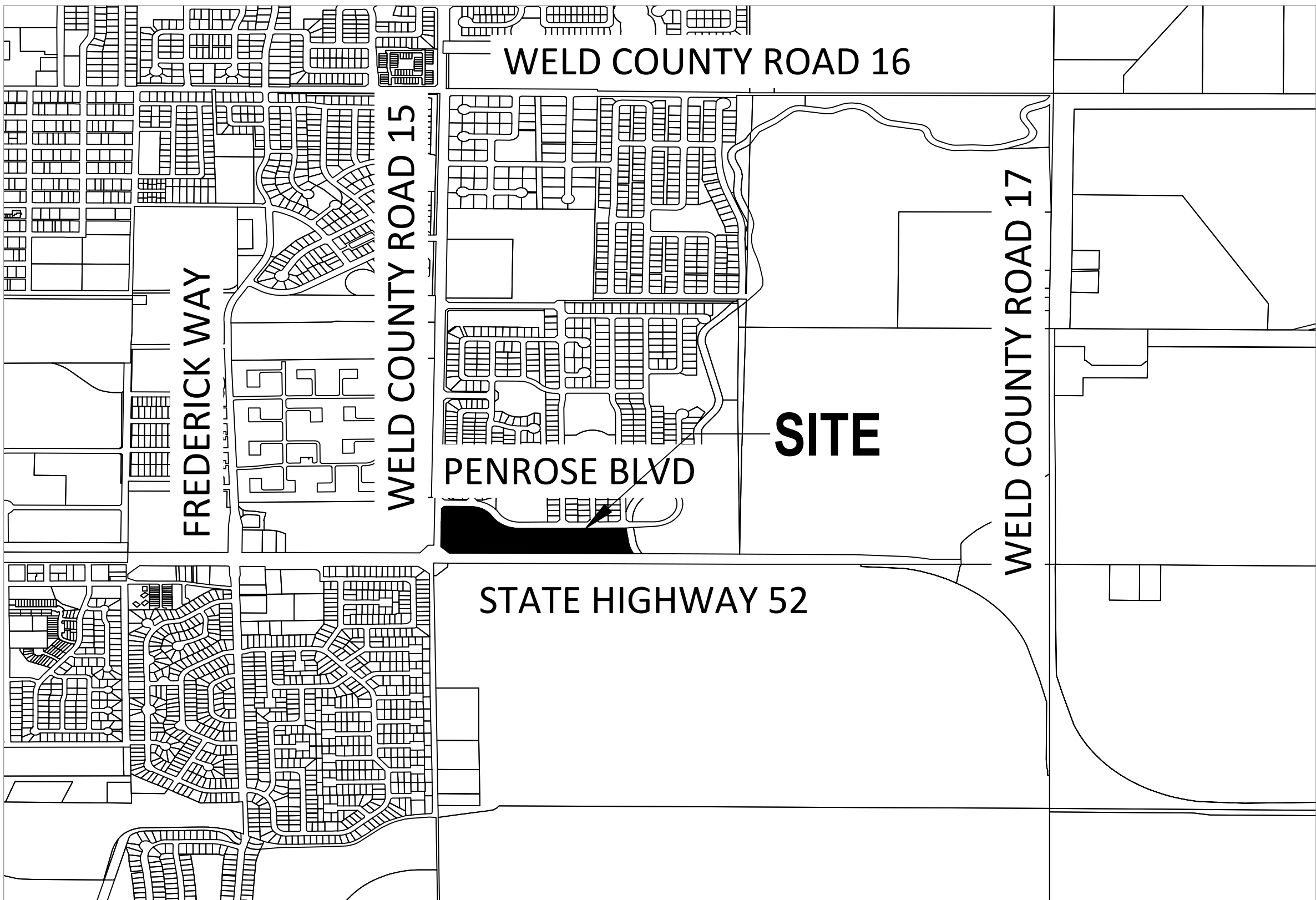
OVERALL BOUNDARY DESCRIPTION

OUTLOTS A AND B, SAVANNAH SUBDIVISION, TOWN OF FREDERICK,
COUNTY OF WELD, STATE OF COLORADO

OWNER CERTIFICATION BLOCK

SIGNATURE OF OWNER DATE
WITNESS MY HAND AND SEAL THIS ___ DAY OF ___, A.D. ___.
STATE OF ___
CITY OF ___
COUNTY OF ___
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ___, 20___.
MY COMMISSION EXPIRES: ___.
WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC

VICINITY MAP



SHEET INDEX

- 1. COVER SHEET
2. LEGAL DESCRIPTION
3. PUD OVERLAY MAP
4. REGULATORY STANDARDS
5. REGULATORY STANDARDS
6. REGULATORY STANDARDS
7. REGULATORY STANDARDS
8. REGULATORY STANDARDS
9. REGULATORY STANDARDS
10. OPEN SPACE EXHIBIT
11. FENCING & CONCEPTUAL LOTTING PLAN

SURVEYOR'S CERTIFICATE:

I, JESS J. KUNTZ, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE
STATE OF COLORADO, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE,
INFORMATION AND BELIEF, THAT THE PUD ZONING DOCUMENT SHOWN HEREON IS
A CORRECT DELINEATION OF THE BELOW-DESCRIBED PARCEL OF LAND.

REFER TO LEGAL DESCRIPTION ON SHEET 2 OF THIS PUD ZONING DOCUMENT.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION WAS PREPARED UNDER MY
PERSONAL SUPERVISION ON THIS ___ DAY OF ___, 20___, IN
ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS IS NOT A
GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

BY ___(SEAL)
(REGISTERED LAND SURVEYOR)

PLANNING COMMISSION CERTIFICATE:

APPROVED BY THE FREDERICK PLANNING COMMISSION WITH PLANNING
COMMISSION RESOLUTION 20___-___ THIS ___ DAY OF ___,
20___.

CHAIRPERSON

PLANNING COMMISSION SECRETARY

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES:

THIS PUD ZONING DOCUMENT IS APPROVED AND ACCEPTED BY ORDINANCE NO.
___, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD
OF TRUSTEES OF FREDERICK, COLORADO, HELD ON ___, 20___.
ALL CONDITIONS, TERMS, AND SPECIFICATIONS DESIGNATED OR DESCRIBED
HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS, AND
ASSIGNS.

MAYOR

ATTEST:

TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE:

THIS PUD ZONING DOCUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE
WELD COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT ___
O'CLOCK ___M ON THE ___ DAY OF ___, 20___.

BY: ___ DEPUTY
___ CLERK AND RECORDER

PENROSE PLACE PUD
FREDERICK, CO

DEVELOPER:
NEW HOME CO
6430 S. FIDDLERS GREEN CIR
SUITE 450
GREENWOOD VILLAGE, CO
80111

NOT FOR
CONSTRUCTION

DATE:
05/09/24 SUBMITTAL
07/17/24 SUBMITTAL
10/30/24 SUBMITTAL
01/22/25 SUBMITTAL
03/19/25 SUBMITTAL
06/11/25 SUBMITTAL
11/25/25 SUBMITTAL

DRAFT

SHEET TITLE:
COVER SHEET



PENROSE PLACE PLANNED UNIT DEVELOPMENT ZONING DOCUMENT

LOCATED IN SAVANNAH SUBDIVISION,
OUTLOT A AND OUTLOT B IN FREDERICK,CO
12.82 ACRES

LEGAL DESCRIPTION

OUTLOT A AND OUTLOT B, SAVANNAH SUBDIVISION, RECORDED IN THE RECORDS OF WELD COUNTY ON SEPTEMBER 20, 2001 AT RECEPTION NO. 2885062, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32 TO BEAR NORTH 89°51'00" EAST, A DISTANCE OF 2624.09 FEET BETWEEN A FOUND #6 REBAR WITH 3-1/4" ALUMINUM CAP IN RANGE BOX MARKED "MCRAE + SHORT INC., T2N, R67W, S31, S32, S6, S5, T1N, R67W, 1995, LS 7242" AT THE SOUTHWEST CORNER OF SECTION 32 AND A FOUND #6 REBAR WITH 2-1/2" ALUMINUM CAP MARKED "ALBERS DREXEL POHLY, T2N, R67W, S32, S5, T1N, 1998, PLS 24305" AT THE SOUTH QUARTER CORNER OF SAID SECTION 32, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 THENCE ALONG THE WEST LINE OF SAID SECTION 32 NORTH 00°28'47" EAST, A DISTANCE OF 111.59 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°51'00" EAST, A DISTANCE OF 131.40 FEET TO A SOUTHWESTERLY CORNER OF OUTLOT A, SAVANNAH SUBDIVISION AND THE POINT OF BEGINNING; THENCE ALONG THE EXTERIOR BOUNDARY OF OUTLOT A AND OUTLOT B OF SAID SAVANNAH SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES:

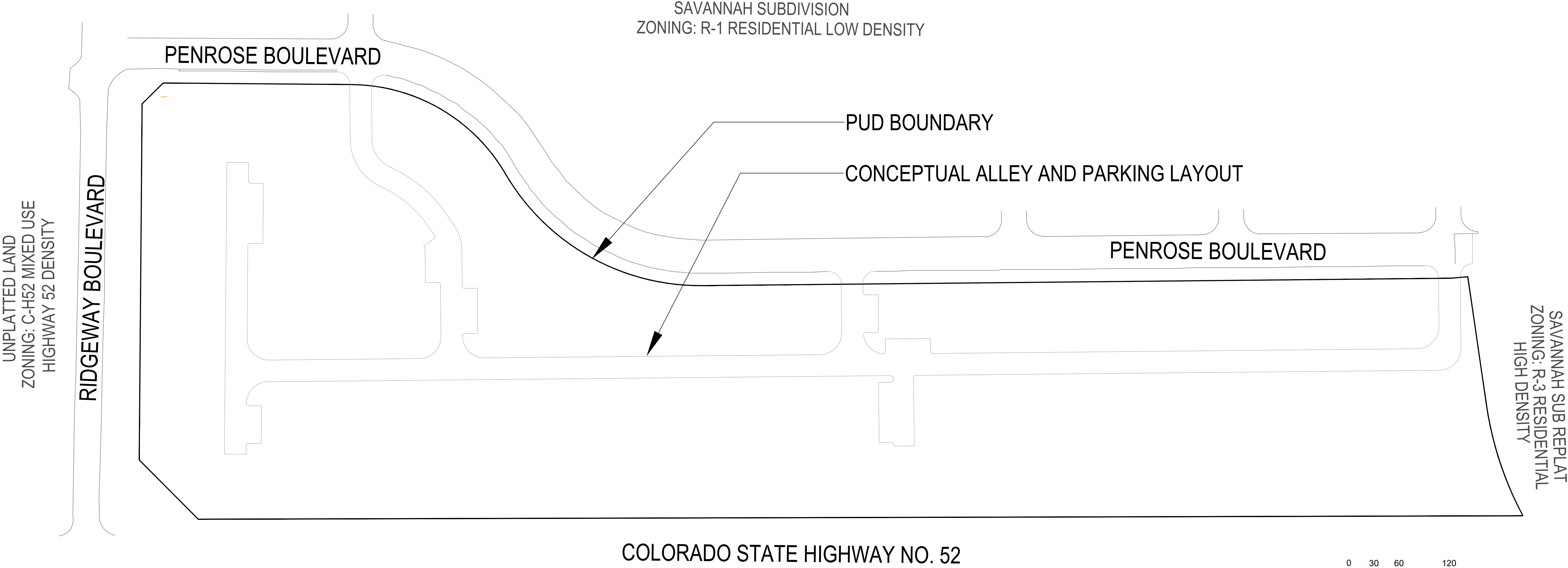
- 1) NORTH 44°50'00" WEST, A DISTANCE OF 100.41 FEET;
- 2) THENCE NORTH 00°28'47" EAST, A DISTANCE OF 426.49 FEET;
- 3) THENCE NORTH 45°28'47" EAST, A DISTANCE OF 35.36 FEET;
- 4) THENCE SOUTH 89°31'13" EAST, A DISTANCE OF 225.65 FEET TO A POINT OF CURVATURE;
- 5) THENCE 222.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00 FEET, AN INCLUDED ANGLE OF 59°17'23" AND SUBTENDED BY A CHORD BEARING SOUTH 59°52'31" EAST, A DISTANCE OF 212.69 FEET TO A POINT OF REVERSE CURVATURE;
- 6) THENCE 284.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, AN INCLUDED ANGLE OF 60°20'02" AND SUBTENDED BY A CHORD BEARING SOUTH 60°23'51" EAST, A DISTANCE OF 271.36 FEET;
- 7) THENCE NORTH 89°26'08" EAST, A DISTANCE OF 894.56 FEET;
- 8) THENCE NORTH 85°12'12" EAST, A DISTANCE OF 21.80 FEET;
- P) THENCE SOUTH 08°15'37" EAST, A DISTANCE OF 154.95 FEET TO A POINT OF CURVATURE;
- 10) THENCE 140.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 405.53 FEET, AN INCLUDED ANGLE OF 19°52'14" AND SUBTENDED BY A CHORD BEARING SOUTH 18°11'46" EAST, A DISTANCE OF 139.94 FEET;
- 11) THENCE SOUTH 89°51'00" WEST, A DISTANCE OF 1585.73 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 558,639 SQ. FT. OR 12.82 ACRES, MORE OR LESS.



PENROSE PLACE PLANNED UNIT DEVELOPMENT ZONING DOCUMENT

LOCATED IN SAVANNAH SUBDIVISION,
OUTLOT A AND OUTLOT B IN FREDERICK, CO
12.82 ACRES



LEGEND

— PUD BOUNDARY

UNPLATTED LAND
ZONING: WELD COUNTY
AGRICULTURAL (AG)

PENROSE PLACE PUD
FREDERICK, CO

DEVELOPER:
NEW HOME CO
6430 S. FIDDLERS GREEN CIR
SUITE 450
GREENWOOD VILLAGE, CO
80111

NOT FOR
CONSTRUCTION

DATE:
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10/30/24 SUBMITTAL
01/22/25 SUBMITTAL
03/19/25 SUBMITTAL
06/11/25 SUBMITTAL
11/25/25 SUBMITTAL

DRAFT

SHEET TITLE:
PUD OVERLAY
MAP



PENROSE PLACE PLANNED UNIT DEVELOPMENT

LOCATED IN SAVANNAH SUBDIVISION,
OUTLOT A AND OUTLOT B IN FREDERICK,CO
12.82 ACRES

I. INTRODUCTION

A. General Intent

Penrose Place is intended to be a reasonably priced medium density neighborhood with a mix of single family detached and paired homes. The community is to align with the Vision and Intent of the Town of Federick's Land Use Code section 2.2 by offering;

- Multiple housing types that are in short supply in the Town and surrounding municipalities .
- A walkable community design with pedestrian trails or public sidewalks around the perimeter of the community.
- Alley loaded homes with limited community access points that will eliminate perimeter facing garages and reduce traffic stacking on Penrose Boulevard.
- Homes limited to a maximum of two stories above grade.
- An overall landscape plan intended to minimize water usage and to align with the general feel of the Colorado front range.

The Penrose Place community is intended to maintain quality via a metro district for regular maintenance of all common areas, landscaping, the on-site detention pond, and various open spaces. The portions of the community that face Penrose Boulevard, Ridgeway Boulevard and Highway 52 will feature landscaping enhancements as allowable to create an attractive streetscape for the surrounding community and future residents. The community is being designed to accommodate the underlying R-2 Medium Density Residential zoning designation and to be compatible with the land use on the adjacent properties which are R-1 Single Family Residential to the north and west, R-3 High Density Residential to the east and agricultural zoning on the opposite side of Highway 52 in Dacono.

B. Relationship to the Town of Frederick Regulations

The provisions of this Planned Unit Development Plan ("PUD") shall prevail and govern the development of Penrose Place, provided, however, that where the provisions of this PUD do not address a particular subject, the Town of Frederick Land Use Code, as amended ("LUC") shall govern. Definitions for all included terms shall match LUC unless otherwise stated in this document.

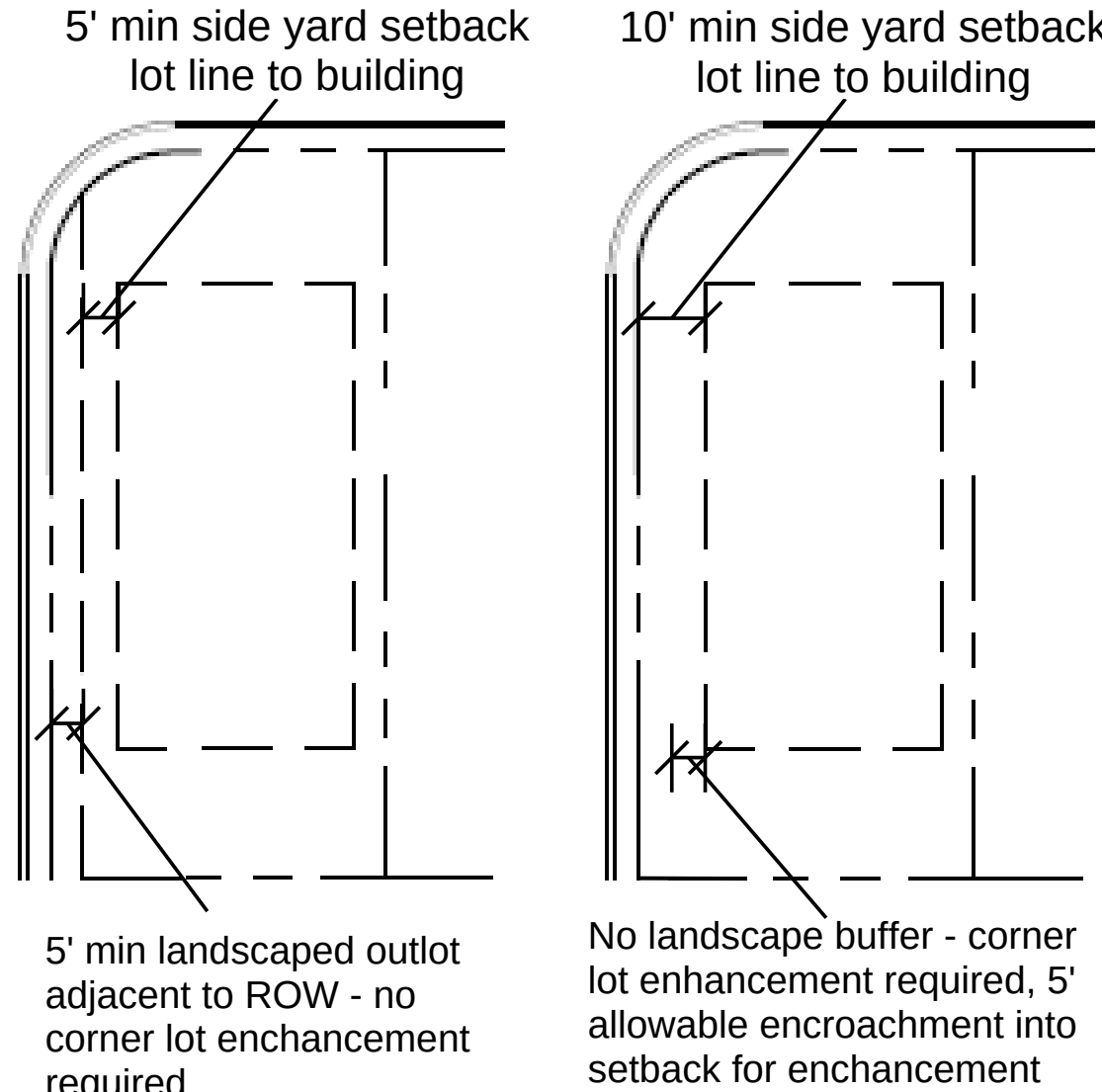
II. DENSITY AND DIMENSIONAL STANDARDS

A. Lots and Blocks

- Blocks.** Streets shall be designed to create blocks that consider interconnectedness, topography, solar orientation, views and other design features. The length of blocks in "Old Town" Frederick are typically four hundred (400) feet. Thus, to the greatest extend possible, blocks shall be designed to have a length of between two hundred (200) feet and seven hundred (700) feet. In the event that a block exceeds five hundred (500) feet in length, a mid-block, landscaped pedestrian access outlot a minimum of fifteen (15) feet in width will be required to provide pedestrian connectivity. These pedestrian tracts should be aligned as to provide access corridors through multiple blocks if this condition exists.

2. Lot dimension and configuration.

- Lot frontage.** All single family detached lots shall have frontage that is adjacent to or directly accessible to a public street. All duplex lots shall have frontage that is adjacent to or directly accessible to open space or an outlot. Required minimum frontage is found in the residential density and dimensional standards table in this document.
- Corner lots.** Corner lots for residential use shall have a minimum side yard setback of ten (10) feet to accommodate side elevation enhancements, such as porches and bay windows, the required building setback and utility easements on both street frontages. These elevation enhancements shall be allowed to encroach up to five (5) feet into any required setback as long as the minimum setback is no less than ten (10) feet. For a corner lot, the front of the lot is defined as the side having the shortest street frontage. In the event a corner lot abuts a landscaped outlot with a minimum width of at least five (5) feet, the ten (10) feet in this provision shall not apply as that lot will not be deemed to be a corner lot per this provision. Setback requirements are found in the residential density and dimensional standards table in this document.

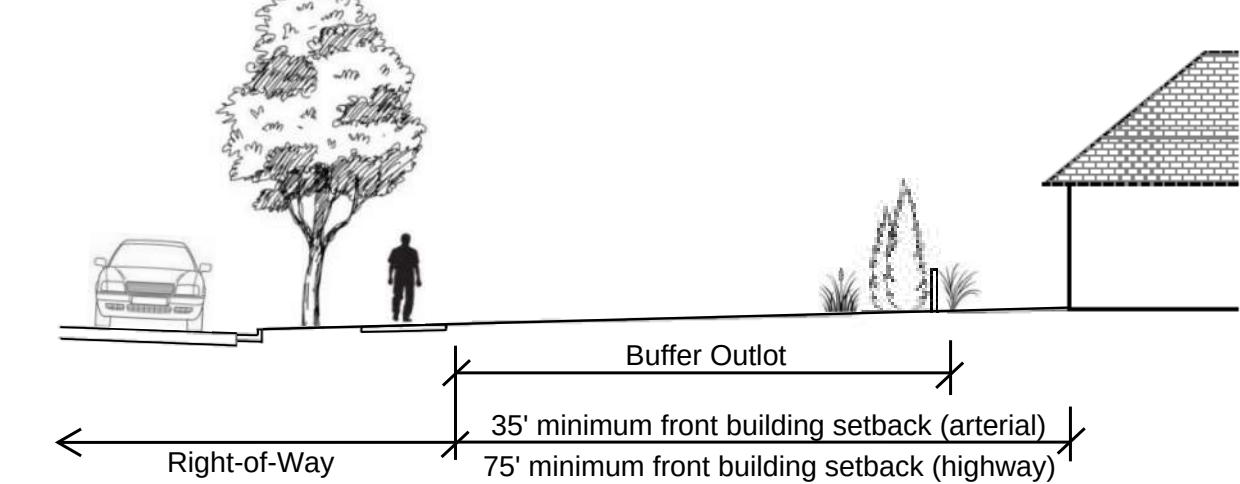


(c) Double frontage.

- Double frontage lots for residential shall not be permitted. Any lots serviced by a private alley are not to be considered double frontage for residential purposes and are allowable.
- All residential lots that front an arterial or collector street will have no vehicular right of access to the lots from the arterial or collector street.

(d) Right-Of-Way setbacks.

- Residential lots that front Ridgeway Blvd shall be separated from the arterial street ROW by an outlot no less than twenty (20) feet in width.
- All buildings on residential lots that front Ridgeway Blvd shall be set back a minimum of thirty-five (35) feet from the Ridgeway Blvd ROW.
- Residential lots that front Highway 52 shall be separated from the highway ROW by an outlot no less than sixty (60) feet in width.
- All buildings on residential lots that front Highway 52 shall be set back a minimum of seventy-five (75) feet from the Highway 52 ROW.



B. Density and dimensional standards

PUD ZONE DISTRICT	
Permitted land use	Duplex and Single Family Detached (SFD) residential
Minimum lot area per dwelling (square feet)	1,800 (Duplex) 2,600 (SFD)
Maximum net density	9 units per acre
Minimum lot width (feet)	25 (Duplex) 34 (SFD)
Minimum lot frontage (feet)	25
Minimum front yard setback (feet)	15 (to dwelling) 10 (to porch, patio or deck) ¹
Minimum side yard setback (feet)	10 (corner lot) ² 5 (interior lot) ²
Minimum rear setback (feet)	5
Accessory buildings	Not permitted
Minimum floor area (square feet)	400 (1st floor of building) 600 (2nd floor of building)
Maximum Building Height (feet)	35 (measured from finished grade of building lot)

(1) Porches, patios or decks may encroach up to 5' into required front yard setbacks.
(2) Zero lot line setbacks shall be permitted along shared lot line for attached buildings.

III. DEVELOPMENT STANDARDS

A. Residential Architecture

- Intent.** The intent of the architectural requirements in Penrose Place is to provide single family detached and duplex homes of various designs, color, elevations and articulation which are complimentary to one another but not monotonous. The homesites are intended to all be rear loaded from private alleys and will face the perimeter streets, creating an enhanced and diverse streetscape. Homes are required to have outdoor living spaces in the form of porches or attached patios, and a minimum of a two-car attached garage to help mitigate onsite parking concerns. Elevations shall reflect traditional Colorado styles and will be subject to Town staff review and approval at the time of permit.
- Single Family and Duplex Dwellings.**
 - Streetscape diversity.** Single family detached and duplex building requirements are intended to ensure that an adequate mix of models and styles are offered within a neighborhood and each block face. Prior to issuance of a building permit, plans are subject to review and approval by Town staff via the included guidelines.

b. Model diversity.

- Single family detached residential blocks shall contain at least three (3) different buildings that have significant variations in floor plans and exterior elevations. Single family attached or duplex blocks shall contain at least four (4) different models and two (2) different building combinations that have significant variations in floor plans and exterior elevations. Differentiation in models requires all of the following variations:
 - Massing
 - Size
 - Color Scheme
 - Use of exterior materials
- Each block face shall contain no more than two (2) of the same model single family detached building or three (3) of the same model single family detached or duplex building with the same architectural style.
- Significant Variation in the range of wall colors on a block face is required. Use different colors on adjacent building facades and buildings directly across the street.
- Each single family detached block face shall contain at least (3) roof colors. Single family attached or duplex homes may have the same roof color for each building, but must maintain (3) roof colors per block face.
- The same model with the same architectural style shall not be placed adjacent to or directly across the street from one another.
- All buildings shall have a front porch or attached patio.

- Sylistic diversity.** Each single family detached and duplex building shall have no less than three (3) distinct architectural styles and color combinations including:

- Distinctly different roof forms/lines/profiles
- Distinctly different façade compositions consisting of different window and door style and placement.
- Distinctly different entry treatments and locations including porches, columns, ect.

Changing roof or siding materials and colors, adding garages, providing "mirror images" of models or different elevations of the same model do not constitute distinctly different models.

- Enhancements at corners.** At corners, buildings shall address the side street or open space. Corner lots shall be wide enough to allow for side elevation enhancements. Corner lot enhancements shall be allowed to encroach into any required side yard setback per the standards in this PUD. At least (2) of the following enhancements are required:

- A bay or boxed window.
- Windows or glazed doors that face the side street or open space.
- A change in the vertical or horizontal wall plane.
- Brackets, projections, belt courses or other such details.

e. Covered Entries, Porches and Patios.

- A covered entryway on the front door is required on all buildings.
- Porch and patio designs shall compliment the architecture of the building. All models are required to have an exterior porch or patio with minimum dimensions of five (5) feet deep and eight (8) feet wide or a minimum total area of 40 square feet. Porches and patios should be clearly defined by one or more of the following elements; railing, columns, raised elevation or other means.
- Porches and patios attached to a residential dwelling may encroach up to five (5) feet into front setback provided they do not encroach on any easement or interfere with any necessary sight line restrictions.

- Garages.** Homes, not garages, shall have the emphasis on residential streets. The intent is to increase curb appeal of community and ensure that garages do not dominate streetscapes. To conform with this standard, no street facing garages of any kind will be allowable and all buildings must include rear loaded garages with no less than two (2) provided spaces.

B. Parking

- Residential parking requirements.** Every dwelling unit in the Penrose Place community will be required to include a 2-car garage to satisfy the off-street parking requirements of the Town of Frederick.
- Additional parking requirements.** Additional parking requirements for the community will be calculated based off of the total number of single family attached and detached dwelling using the below requirements. Since all dwelling units are to be accessed off of private alleys, these additional parking spaces are to be provided in designated parking stalls located in the interior of the community. Community parking stalls that face residential lots shall be properly screened to limit light pollution from vehicles onto adjacent lots with additional landscaping or privacy fencing.

MINIMUM OFF-STREET PARKING REQUIREMENTS		
PRINCIPAL USE	REQUIRED PARKING SPACES	ADDITIONAL REQUIREMENTS
RESIDENTIAL USES		
Single Family Dwelling	2 per dwelling unit	Plus 0.5 guest spaces of separate designated off-street parking per dwelling unit.
Duplex Dwelling	2 per dwelling unit	Plus 0.25 guest spaces of separate designated off-street parking per dwelling unit.

C. Lighting.

- General provisions.**
 - Height standards for lighting.**
 - Street lighting.
 - All street lighting adjacent to the interior private alleyways and at the intersections of any alley shall be mounted on poles no higher than sixteen (16) feet from the ground unless otherwise specified by electric service provider. Solar lighting alternatives are allowable outside of ROW requirements at intersections.
 - Street lighting within ROW for Penrose Boulevard and Ridgeway Boulevard shall adhere to LUC and Design Standards and Construction Specifications requirements.
 - Outdoor light fixtures.
 - Parking lot fixtures. Any street lighting adjacent to interior parking areas shall be mounted on poles no higher than sixteen (16) feet form the ground unless otherwise specified by electric service provider. Solar lighting alternatives are allowable.
 - Any fixtures mounted on the exterior of buildings or structures shall be mounted such that the top of the fixture does not exceed the total height of the building or structure. Solar lighting alternatives are allowable on any structure that does not have independent power.
 - Bollard-type lighting fixtures shall be between three (3) and four (4) feet high and shall be spaced along unlit pedestrian paths that are independent of streets according to AASHTO guidelines. Solar lighting alternatives are allowable.

PENROSE PLACE PUD
FREDERICK, CO

DEVELOPER:
NEW HOME CO
6430 S. FIDDLERS GREEN CIR
SUITE 450
GREENWOOD VILLAGE, CO
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DRAFT

SHEET TITLE:
REGULATORY
STANDARDS



PENROSE PLACE PLANNED UNIT DEVELOPMENT

LOCATED IN SAVANNAH SUBDIVISION,
OUTLOT A AND OUTLOT B IN FREDERICK,CO
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b. Lighting Levels

- (1) All outdoor lighting for alleys, parking and trails shall be downward facing and full cut-off to reduce light pollution onto adjacent lots or tracts.
- (2) All planned lighting for the community is included in this document and shown on relevant construction and landscaping plans. No additional lighting will be added without written approval from Town of Frederick.

E. Sidewalks, walkways, multi-use pathways, and trails.

1. General provisions.

a. Walkways.

- (1) Walkways through a subdivision block shall be not less than four (4) feet in width, shall be within a dedicated easement not less than fifteen (15) feet in width, and shall be flanked with appropriate landscaping and lighting.
- (2) Walkways adjacent to residential lots shall be a minimum of four (4) feet in width and shall be flanked with appropriate landscaping and lighting.
- (3) Walkways located within any public ROW shall meet the minimum requirements of the adjacent street cross-section.

b. Trails. Trails shall be provided within open space areas and serve to connect sidewalks, walkways and open space areas.

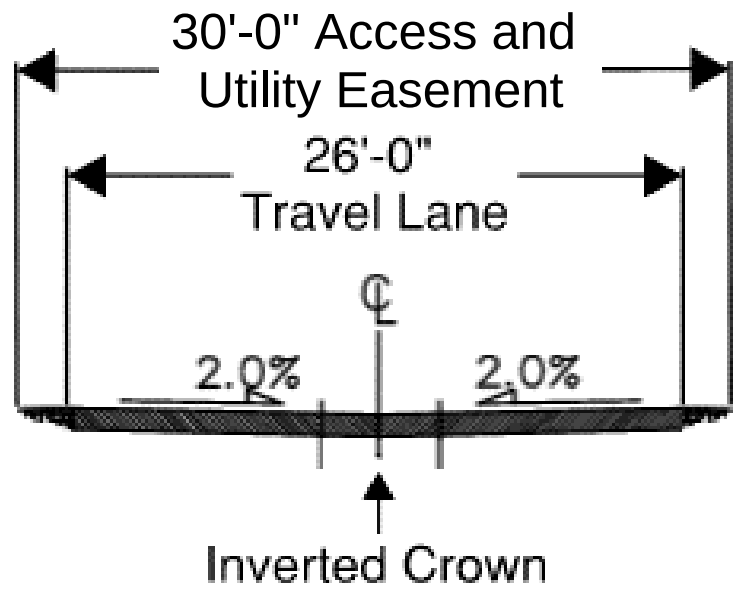
- (1) Trails shall be a minimum of ten (10) feet in width and shall be of concrete construction.

F. Streets.

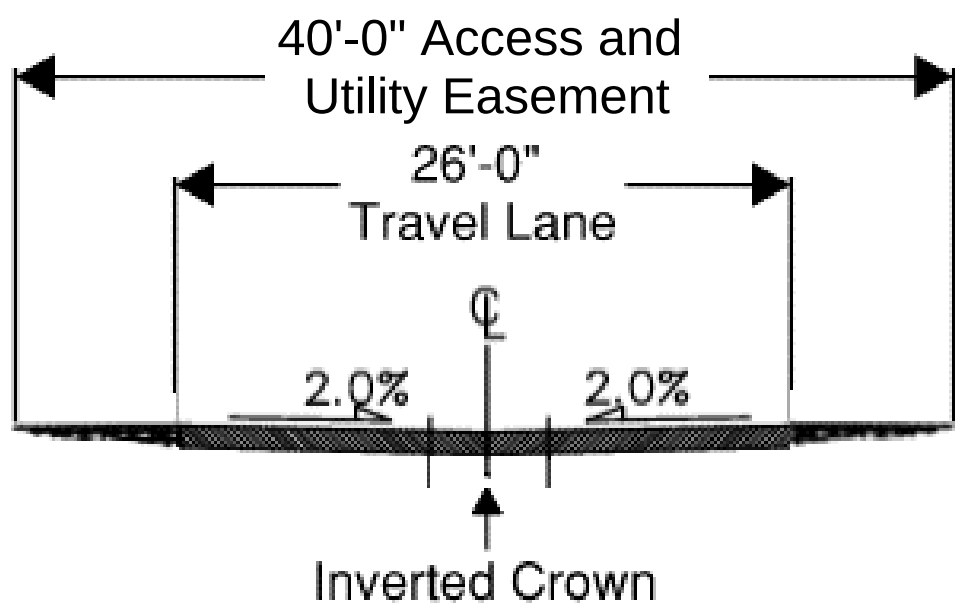
1. General provisions.

a. Street standards. The width and design of private alleyways shall conform to the minimum standards outlined in the approved version of the Town of Frederick Design Standards and Construction Specifications, as it may be amended from time to time.

- (1) General design standards.
- (a) All private alleys shall be concrete with an inverted crown.
- (b) No outlet (Dead End) private alley configurations will be permitted to serve as extended private driveway access to residential buildings as long as the distance to the buildings does not exceed 750 feet from the nearest intersection, and the dead end access contains a 2021 IFC approved turnaround if dead end access is longer than 150 feet.
- (c) Private alleys shall not require any sort of adjacent landscaping and do not need to be tree lined.
- (2) Private alley cross-sections.
- (a) If alley contains two or less public utilities.



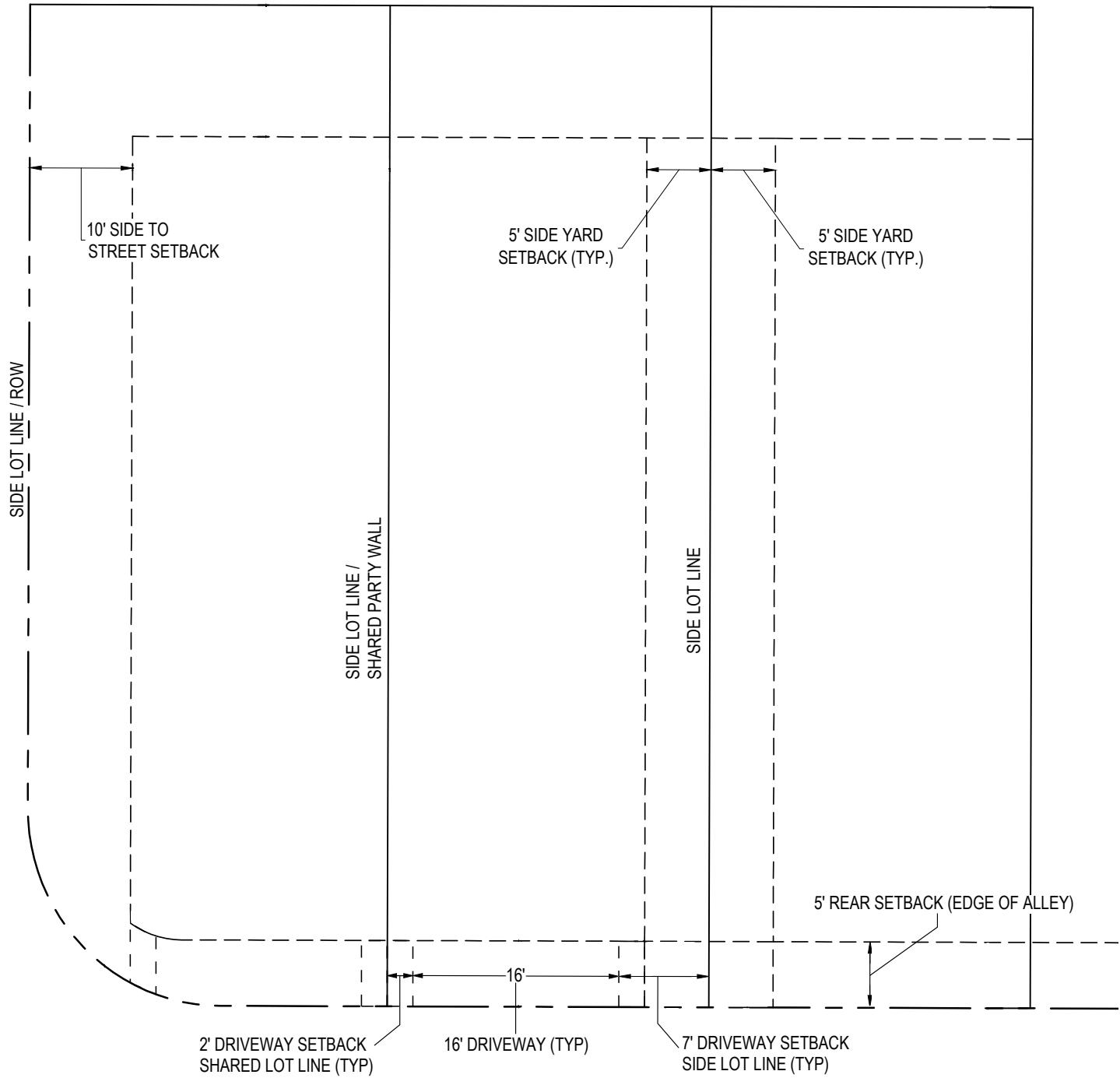
(b) If alley contains three public utilities.



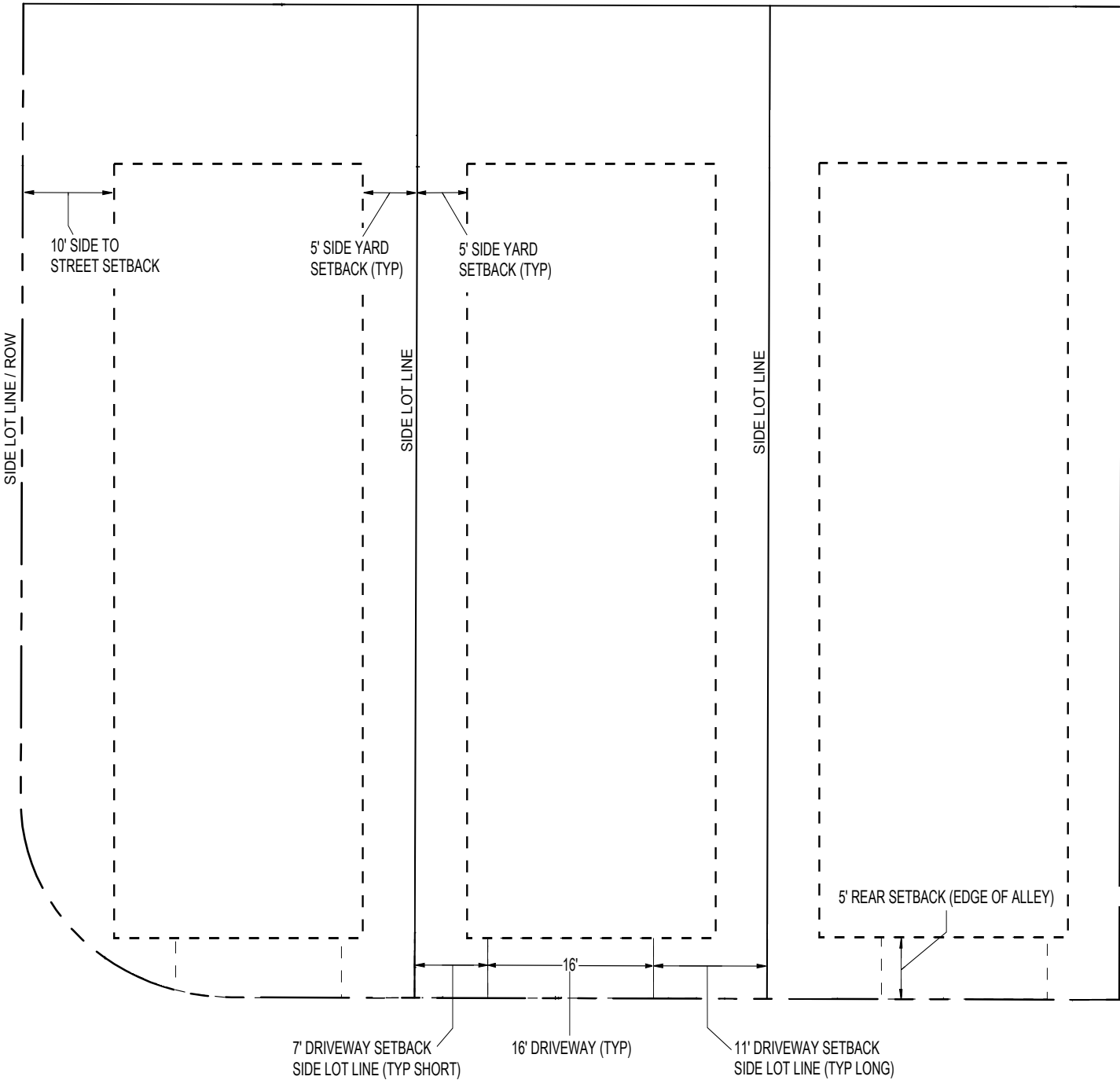
G. Driveway widths and spacing.

1. General provisions.

- a. **Maximum Width.** The maximum width for all driveways in the community is sixteen (16) feet.
- b. **Minimum Length.** Driveways are to be a minimum of 5' in length from edge of alley concrete to envelope of building.
- c. **Single family attached location.** For single family attached or duplex buildings, the typical driveway width will be sixteen (16) feet, with a typical setback between the edge of driveway and the shared or party wall lot line of two (2) feet, and the typical setback between the edge of driveway and the side lot line of seven (7) feet.



d. **Single family detached location.** For single family detached lots, the maximum driveway width is sixteen (16) feet with a typical setback of either seven (7) feet or eleven (11) feet from the side lot line.



IV. LANDSCAPE DESIGN STANDARDS

A. Right-of-way landscaping.

1. **General Intent.** Landscaping within the right-of-way shall be installed by developer and shall provide the following:
- a. **Street trees.** Deciduous or ornamental trees shall be planted by the developer, within the tree lawn portion of the right-of-way with adequate spacing to allow for the mature spread of the trees. Private alleys shall not be required to have a tree lawn or any street trees.
- (1) Spacing requirements. For calculating the minimum required number of street trees, there shall be one (1) tree for every forty (40) linear feet of road frontage. Where street trees are restricted by easements in tree lawn, they shall be substituted elsewhere on site with a replacement tree (preferred alternative) or by shrub substitution detailed in exceptions below.

b. Landscaping within tree lawn.

- (1) Collector and local streets: The developer shall install tree lawns incorporating live ground cover which shall include a combination of, flowers, shrubs, street trees, mulch and rock. Landscaping shall be designed to eliminate sod to conserve water usage and to favor tree and shrub placement. Native turf shall be allowed in small portions of the tree lawn along Penrose Blvd. Species and placement to be approved by the Town.
- (2) Arterial streets: The developer shall install tree lawns incorporating live ground cover which shall include a combination of flowers, shrubs, street trees, mulch, rock, low water demand native grasses, and planter beds. Shrubs shall meet a minimum requirement of one (1) shrub for every one hundred fifty (150) square feet of landscape area clustered into planting beds within the tree lawn where possible. Landscaping shall be designed to minimize sod or turf grasses to conserve water usage and to favor tree and shrub placement.
- (3) Exceptions: Where it is necessary, due to utility easement planting restrictions that will prevent street tree planting, the option to install shrubs in place of the required street trees shall be granted at a ratio of ten (10) shrubs for every one (1) required tree. If shrub substitution cannot be placed in the tree lawn due to easement conflicts, additional shrubs shall be planted in nearby common area landscaping.

B. **Open Space Requirement.** No less than twenty-five percent (25%) of the site shall be dedicated as open space. Right-of-way landscaping is required for adjacent streets, but it is not to be included in the twenty-five percent (25%) landscape area calculation. Landscaped trails, gateway landscaping, tracts, common areas, the community gathering space and native open spaces shall all count towards the open space requirement.

C. Common area landscaping.

1. **General Intent.** Landscaping for required common open space shall be installed by the developer. Landscaping shall be appropriate to the use and function of the area and shall be designed to minimize water consumption. Common area landscaping shall include trees, shrubs, sod, flowers, native, mulch, rock and hardscape. The Community Gathering Space and Highway 52 Gateway area are to be considered separately from other common area landscaping when calculating the below planting requirements as those areas have their own distinct planting requirements per this document. All hardscape shall conform to the requirements in the approved version of the Town of Frederick Design Standards and Construction Specifications, as they may be amended from time to time.
2. **Planting Requirements.** Ground covers, shrubs, grasses and trees shall be provided to buffer sites, soften views, and promote energy efficiency. Non-functional turf grasses should be minimized or eliminated to limit water consumption on the site.
- a. **Groundcover.** Landscaping shall be designed to minimize sod or turf grasses to conserve water usage and to favor predominately native grass mixed with low water adapted plantings in bed areas.
- b. **Trees and shrubs.** One (1) tree and ten (10) shrubs shall be provided per every one thousand (1,000) square feet of landscaped area. Shrubs shall be concentrated in planted beds, but planted beds and trees shall be distributed throughout the site to create visual interest as easement and planting restrictions allow.

c. **Rock and rock mulch.** Non-planted decorative rock or gravel mulch will be permitted in landscape areas three (3) feet or less in width, and in private alley easement between edge of paving and private driveways. Where rock mulch is utilized, live plantings must be provided at fifty percent (50%) ground cover when fully established, excepting rock mulch located in private alley easement. Planting locations and type shall be compatible with rock mulch, application of small diameter gravel (1/2" or less) or wood mulch base should be considered for improved plant health and survivability. Rock mulch used in private alley easement shall be a minimum of 1.5" diameter and be the same color and type as rock mulch used in rear of residential lots between private driveways.

3. **Plant Sizes.** Trees and plants shall meet the following minimum sizing requirements: Street trees (2" caliper), shade or canopy trees (2" caliper), ornamental trees (1.5" caliper), evergreen trees (6' minimum height, B&B), deciduous shrubs (5 gallon containers), evergreen shrubs (5 gallon containers, or alternatively, 3 gallon if larger size is not available for certain species), ornamental grasses (1 gallon containers), flowering perennials (1 gallon containers).

C. Residential lot landscaping.

1. **Turf and sod.** To minimize unnecessary water consumption, there shall be no minimum percentage of turf grass or sod required between the front of any dwelling unit and outlot or right-of-way. A combination of decorative rock, mulch, shrubs and trees shall substitute for minimum turf requirements.
2. **Trees and shrubs.** There shall be a minimum of one (1) tree and six (6) shrubs per single family detached lot, and a minimum of one (1) tree and four (4) shrubs per duplex lot, these plantings should be concentrated in the front of each lot. One (1) tree may be substituted for six (6) shrubs on either lot type, but only if tree planting is restricted by easements or building setback conflicts. Grasses can be substituted for shrubs in any instance at a rate of three (3) grasses per one (1) shrub, but a minimum of two (2) shrubs must be planted on each residential lot.

3. **Corner lot landscaping.** Corner lots that do not abut a landscaped outlot shall require additional landscaping. For each single family detached corner lot an additional six (6) shrubs will be planted along the portion of lot adjacent to the outlot or right of way, and for each single family attached lot an additional four (4) shrubs will be required.

4. **Rock and rock mulch.** Decorative rock or gravel mulch is permitted anywhere on a residential lot, but when used in the front of lots the minimum planting requirements for trees and shrubs must be maintained. For the sides of residential lots where setbacks are five (5) feet or less and in the rear of residential lots no minimum planting requirement will apply. All area between driveways in the rear of residential lots must be covered with rock mulch with a minimum diameter of 1.5" to limit intrusion into private alleys.

D. **Gateway Landscaping Standards.** Landscaping fronting Highway 52 shall require one (1) tree for every forty (40) feet of frontage and six (6) shrubs for every one thousand (1,000) square feet of frontage area. Berms shall be incorporated into landscaping adjacent to gateway landscaping along Highway 52 to create visual interest and break up long stretches of flat elevation as allowable per easement restrictions. No sod or turf grasses shall be required as part of gateway landscaping. Gateway shrub requirements can be distributed into adjacent open space landscaping to maximize visual interest in front of residential homes and along trail, but minimum frontage requirement must be met or exceeded.

E. **Parking areas and parking lot landscaping standards.** Parking lot landscaping is intended to break up large expanses of pavement, create shade, buffer views of parking lots from adjacent streets and development and enhance the overall appearance of each parking site. One (1) tree shall be planted at each endcap of stalls to provide shade as allowable by easement and planting restrictions. If tree cannot be placed at endcap due to planting restrictions, it shall be placed in landscaped area directly adjacent to parking stalls, or substituted with shrubs at the same ratio as section IV.A.1.b.(3). Endcaps shall require a ratio of three (3) shrubs per 200 square feet of landscaped area.

PENROSE PLACE PLANNED UNIT DEVELOPMENT

LOCATED IN SAVANNAH SUBDIVISION,
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F. Irrigation. An underground automatic irrigation system shall be installed to meet the requirements of the planted material in all common areas, tracts and landscaped right of way. Such systems shall be zoned appropriately for the planted material and serviced by a controller capable of accommodating water restrictions for weather conditions, shall be installed by the developer during development of each landscaping phase and shall conform to the requirements in the approved version of the Town of Frederick Design Standards and Construction Specifications, as they may be amended from time to time. The exceptions to this requirement are:

1. Certified Xeriscape landscaping and native landscaping which does not require long-term seasonal watering once properly established. In these instances an above ground irrigation connection may be utilized under the condition that it be removed when watering is no longer required, or a below ground system shall be installed and subsequently abandoned after establishment. Either option should be zoned appropriately and installed with the landscape phase.

2. Residential lot irrigation which will be served by individual systems installed by builder at time of construction.

G. Maintenance. A Maintenance Agreement for this development will be required at Final Plat to ensure long-term maintenance of common areas, open spaces, private alleys and parking spaces, landscaping including parking islands and arterial or collector street right-of-way landscaping adjacent to development, any outlot hardscapes such as sidewalks or emergency vehicle access, and signage and lighting in outlots or right-of-way.

I. Water Conservation. All landscaping plans shall be designed to incorporate water conservation materials and techniques through the application of Xeriscape landscaping principles. Xeriscape landscaping principles do not include or allow artificial turf or plants. Mulched or gravel bed areas must incorporate live plant material that will provide a minimum percentage of cover at plant maturity of 50%. Prohibited practices to achieve water conservation include:

1. Paving of areas not required for walkways, plazas or parking.
2. Bare or un-reclaimed disturbed ground.
3. Weed covered or infested surfaces.
4. Any other landscaping practices that do not comply with this Development Plan.

V. PARK AND OPEN SPACE STANDARDS

A. Parks and open space.

1. **General Intent.** Due to constraints in the size, orientation, onsite detention requirements and existing easement configuration, a traditional pocket park will not be required in the Penrose Place development. However, the intent of the PUD is to keep a comprehensive and integrated network of open space, interconnecting walkways, a trail along Highway 52 and a community gathering space with traditional park amenities to create a community that feels open and inviting to residents, and is visibly appealing from neighboring properties and communities.

2. **Community gathering space.** In lieu of a pocket park, a community gathering space will be provided in an available open space outlot that will provide an amenitized area for residents to enjoy. This community gathering space shall be landscaped to be cohesive with other open space tracts in the community and in compliance with the common area landscape requirements in this document, but shall also contain irrigated turf grasses, shade trees, and traditional park amenities as found in the included table.

a. Landscape Requirements.

- (1) Groundcover. Groundcover should generally conform to the standards set by common area landscaping requirements found in this document but shall also include turf grass as part of the amenity area. No minimum amount of turf grass shall be required, however the inclusion of turf should be cohesive with the overall form and function of the community gathering space and provide a usable amenity space once established.

(2) Trees and Shrubs. Trees shall be provided at fifty (50) foot intervals around the edge of the community gathering space and placed to avoid conflicts with lighting, parking and access while buffering or framing views or uses and defining recreational space(s). Site and shade trees shall be provided at a rate of one (1) tree per three thousand (3,000) square feet, and ornamental trees shall be provided at a rate of one (1) tree per ten thousand (10,000) square feed of landscaped area. Shrubs shall be provided at a minimum ratio of five (5) shrubs for every perimeter tree and also at a ratio of 150 shrubs for every acre of landscaped area. Shrubs shall be strategically clustered within planter beds to define spaces inside of the community gathering space.

b. Amenity Requirements. Amenities for the community gathering space shall be provided according to the minimums set in the included table.

COMMUNITY GATHERING SPACE AMENITIES		
AMENITY	QUANTITY	STANDARDS
Shade Structure	1	Wood construction pergola shade structure with a concrete pad. Minimum dimensions of 16' x 12'.
Shade Structure Seating	2	Picnic tables, minimum dimentions of 6' x 6' with at least one ADA accessible option. Powder coated steel required for frame construction.
Gathering Space Seating	3	A minimum of 3 additional benches must be provided. Powder coated steel required for frame construction.
Trash Receptacles	2	A minimum of 2 trash receptacles must be provided, 1 near the shade structure and 1 near additional seating. Powder coated steel required.
Bicycle Racks	4 Bicycle Minimum	Bicycle racks must be provided for a minimum accomodation of 4 bicycles. Can be a single continuous loop or multiple, but must be powder coated steel.
Grill	1	Charcoal grill to be provided near shade structure.
Game Station	1	1 additional game amenity should be provided in community gathering space.
Dog Waste Stations	1	A minimum of 1 pet waste station must be located in the community gathering space.

3. **Native open space.** Native open space shall consist of lands maintained in native vegetation and shall consist of undisturbed or reclaimed portions of the development site used for buffering or habitat preservation. Irrigation is only to be used as necessary to re-establish native vegetation in reclaimed portions of the development and is not to be a permanent fixture in these areas. Native open spaces may contain trails or sidewalks for public access. Native open spaces will not be required to be enclosed with fencing, and do not require direct street frontage or signage that defines allowable uses of the space.

4. **Ownership and maintenance of open space.** Ownership and maintenance responsibilities for all open space areas in the Penrose Place community shall be assigned as per maintenance agreement with the Town of Frederick which will be executed at the time of Final Plat acceptance.

VI. MONUMENT SIGN STANDARDS

A. General intent.

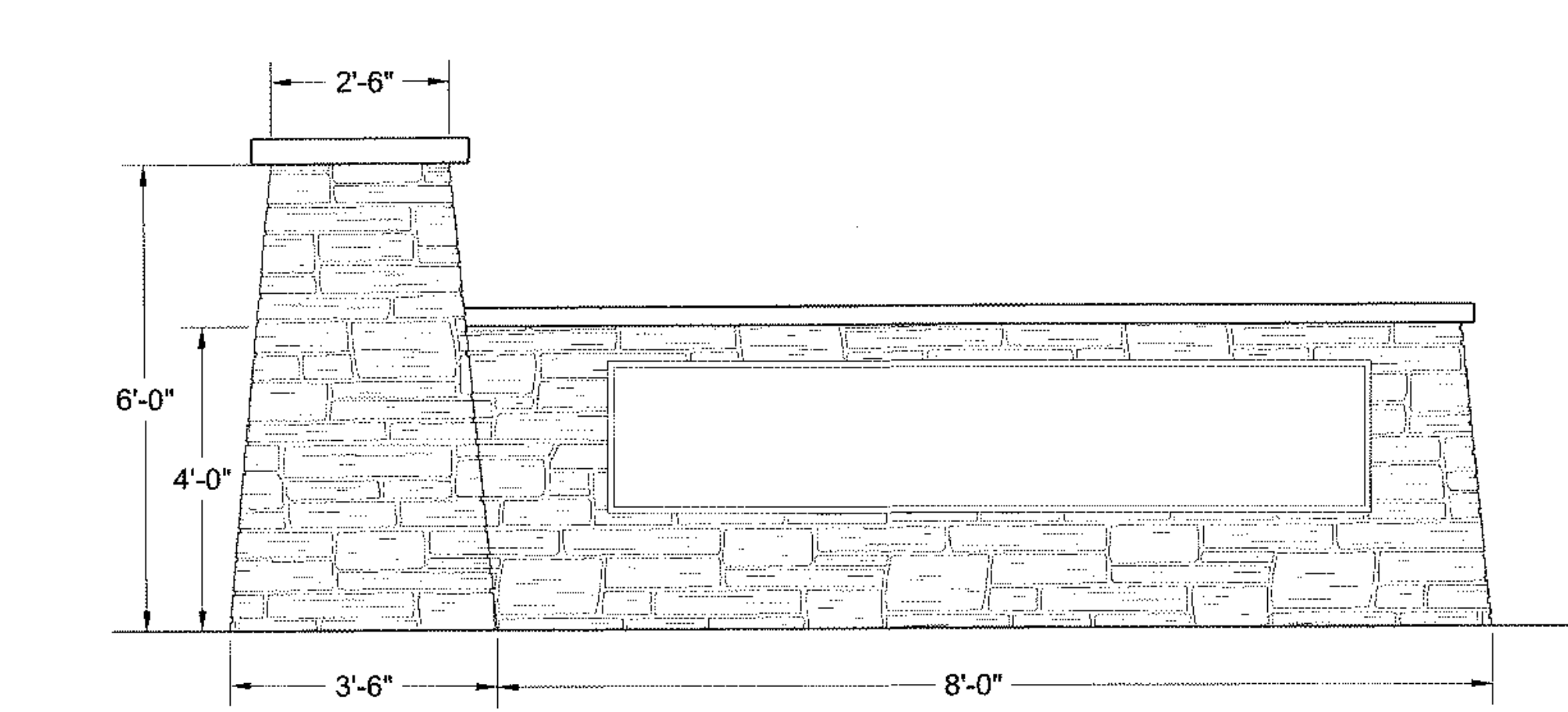
Monument signage for the Penrose Place community is required, and shall be installed by the Developer with the appropriate landscaping phase. Monument signage maintenance and installation will be subject to Landscape Maintenance Agreement to be executed at Final Plat. Monument signage will be governed by the below standards:

1. Design guidelines.

- a. **Number, size and location.** Penrose Place shall be allowed to have one (1) entry monument sign located in the general area of the Penrose Boulevard and Washington Drive intersection in Outlot B. Monument sign shall not infringe on any necessary easements or setbacks. Monument sign size is limited to a footprint of no more than twelve (12) feet by four (4) feet (excluding any necessary structural foundation) and shall not exceed six (6) feet tall.

- b. **Materials.** Allowable materials include stone, stucco and metals for the visible exterior portions of the sign.

- c. **Lighting.** Monument sign may be lighted from a ground source as long as lighting is property shielded to not cause light pollution on any adjacent lots and directed on the face of the monument sign.



MONUMENT SIGN

Notes: Monument signage shown is for illustrative purposes only, final design tbd by developer and subject to sign permit requirements and approval with the Town of Frederick.

VII. FENCING STANDARDS

A. Fencing.

All community fencing, whether located in common areas or on private property, is to be 3-rail wood fence or 5-foot privacy fence as detailed in this document. The 5-foot privacy fence is limited to residential lots directly adjacent to community parking as detailed on fencing plan pages and is to be installed by homebuilder once construction on that lot is completed. Developer or Builder installed 3-rail fencing will be installed with landscaping for tracts or lot as detailed on fencing plan and all fencing installed by the Builder or Developer is to be maintained by the Metro District. Any optional fencing on individual lots is limited to 3-rail and to be installed and maintained by homeowners and may include optional wire mesh backing as required by homeowners.

PENROSE PLACE PUD
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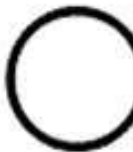
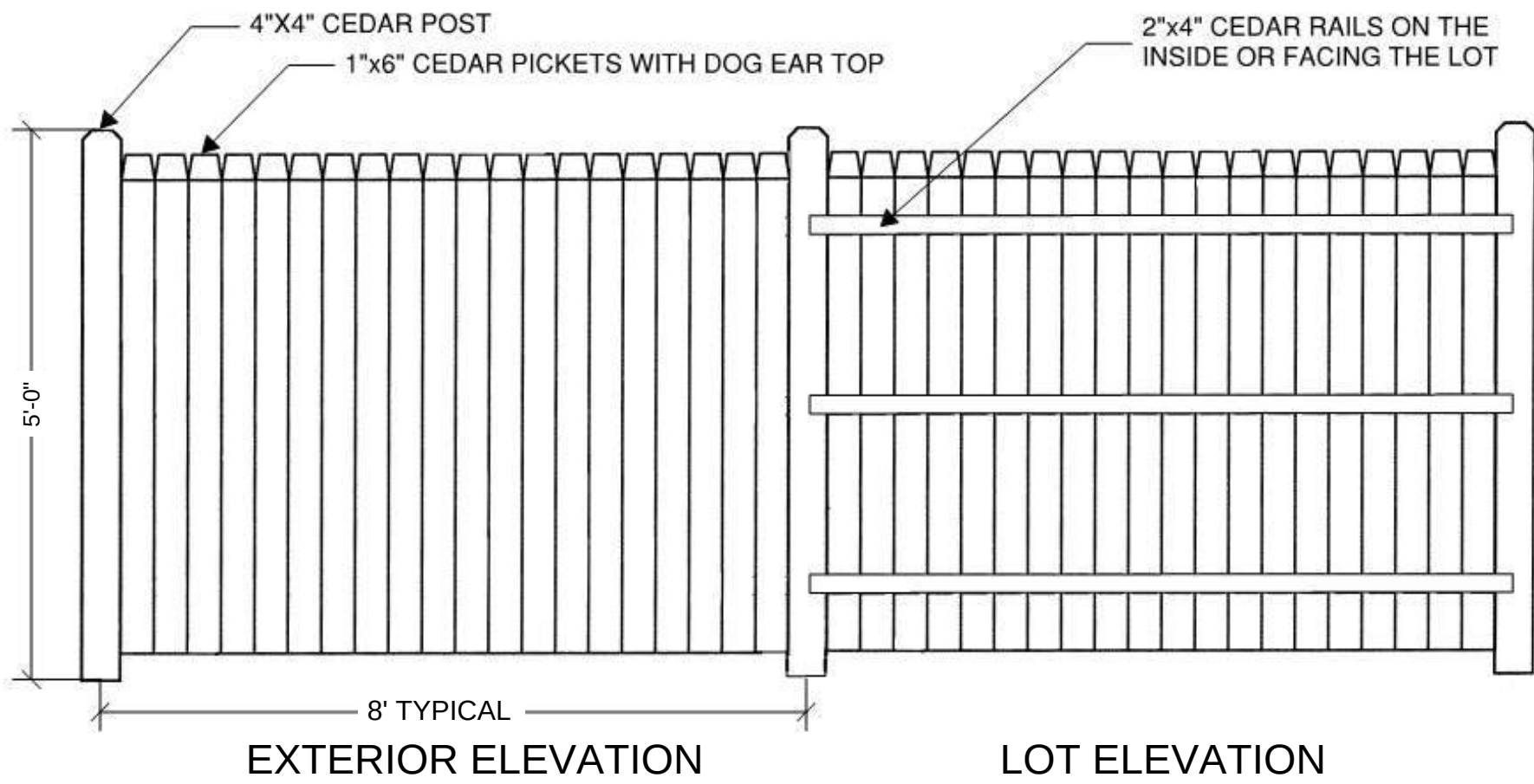
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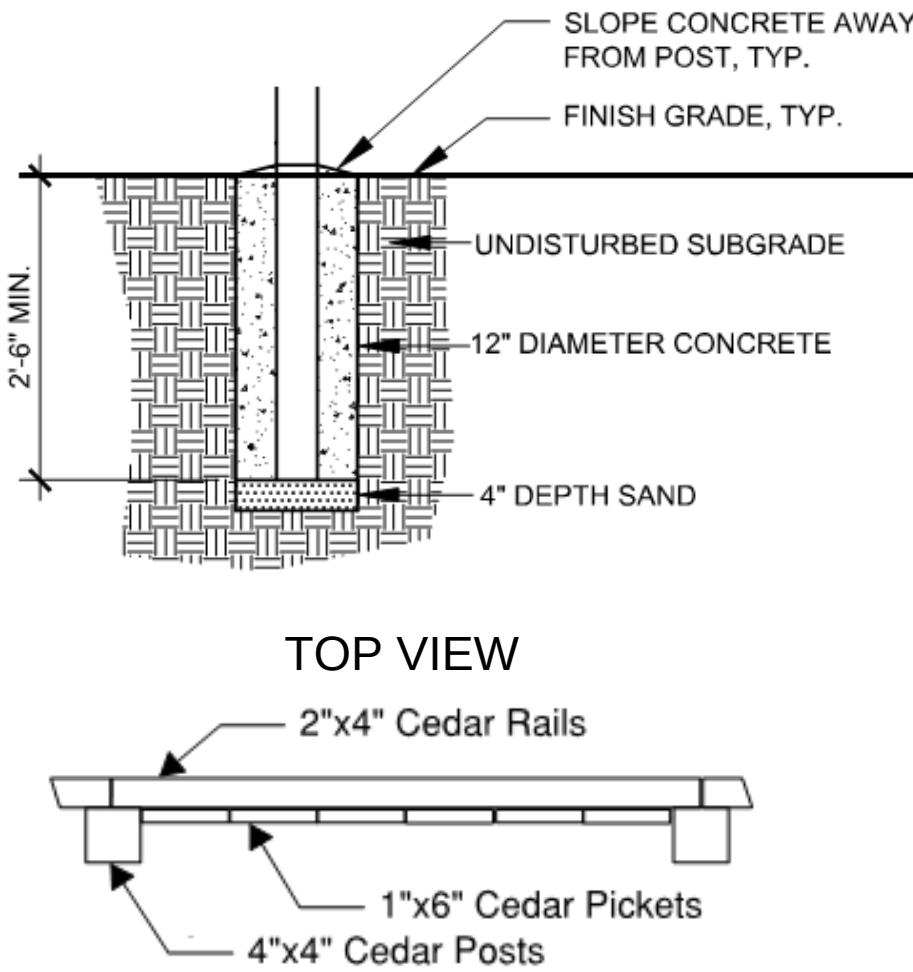
SHEET TITLE:
REGULATORY
STANDARDS



PRIVACY FENCE
CEDAR

Wood Stain: Sherwin Williams Russet (SW 3045)
RGB Value: R-131 | G-79 | B-65

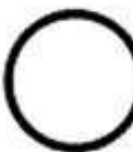
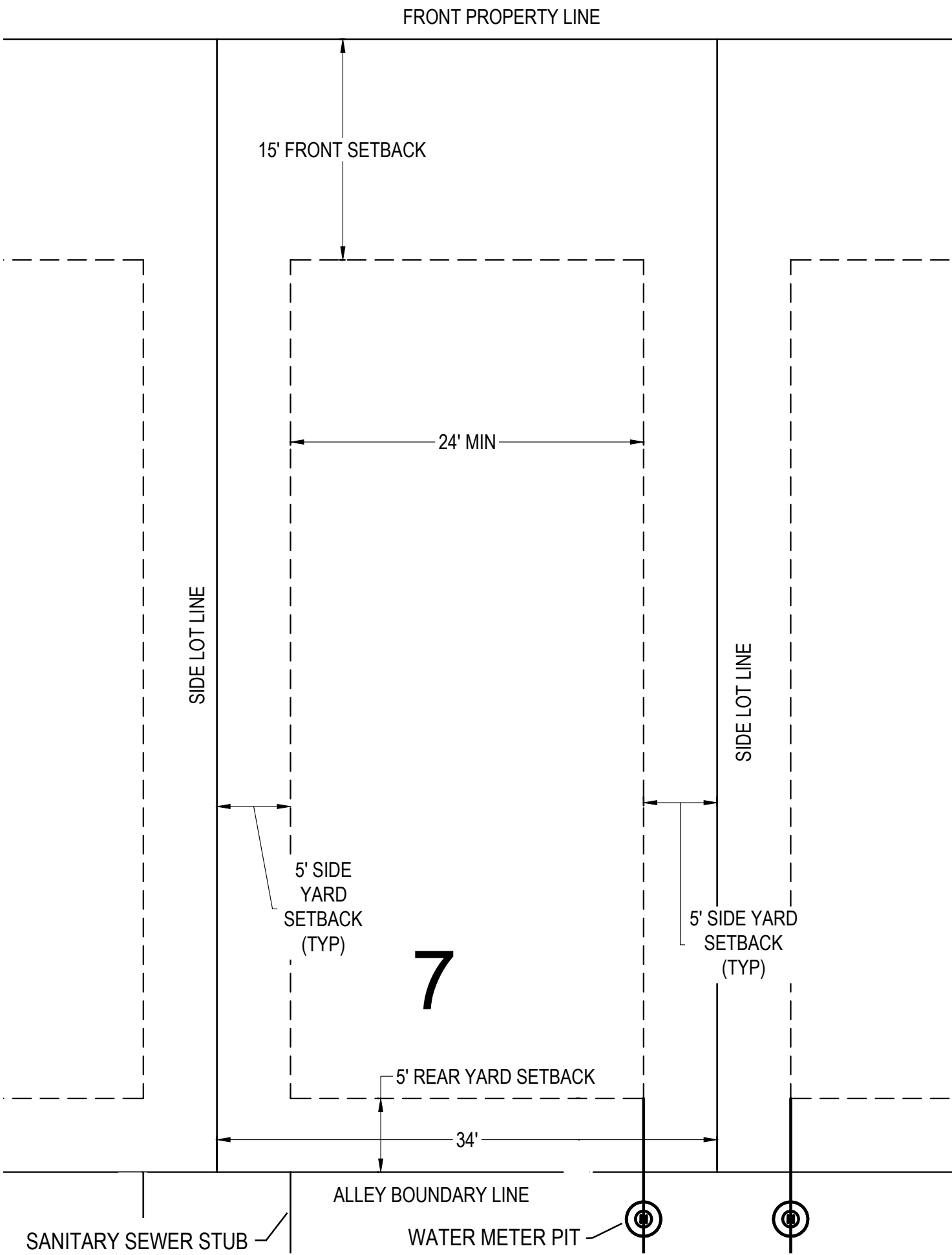
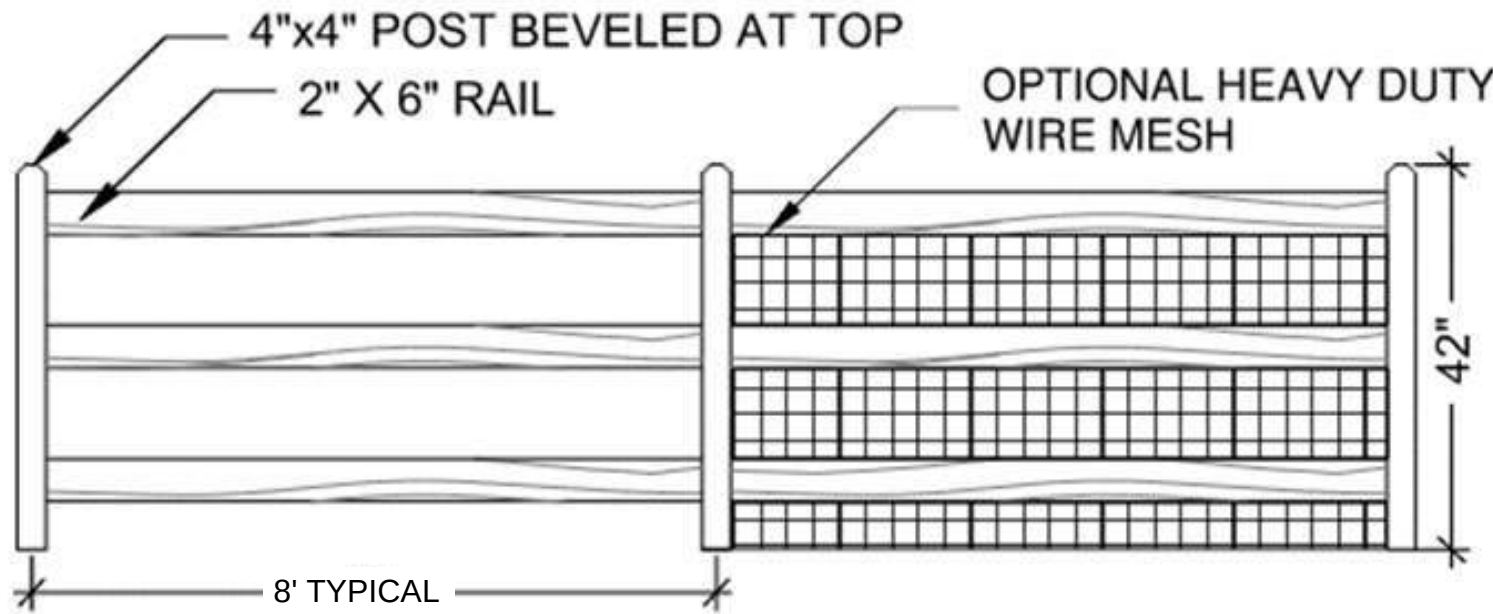
Notes: Fence posts are to be installed below frost depth and secured with concrete.



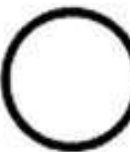
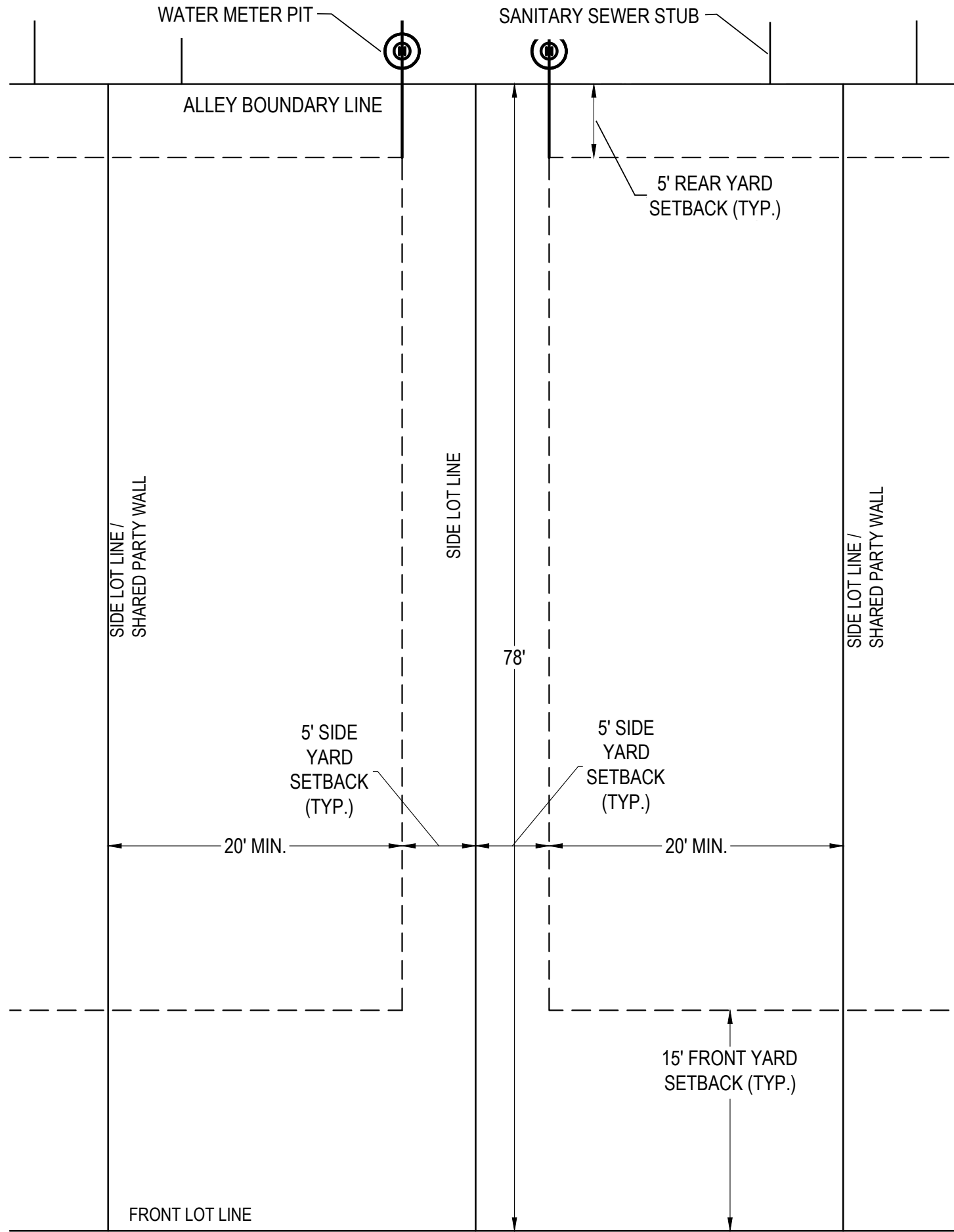
OPEN RAIL FENCE
CEDAR

Wood Stain: Sherwin Williams Russet (SW 3045)
RGB Value: R-131 | G-79 | B-65

Notes: Fence posts are to be installed below frost depth and secured with concrete. Optional heavy duty wire mesh must be installed interior to the residential lot.



LOT TYPICAL
SINGLE FAMILY DETACHED



LOT TYPICAL
SINGLE FAMILY ATTACHED

**NORRIS
DESIGN**
PEOPLE + PLACEMAKING

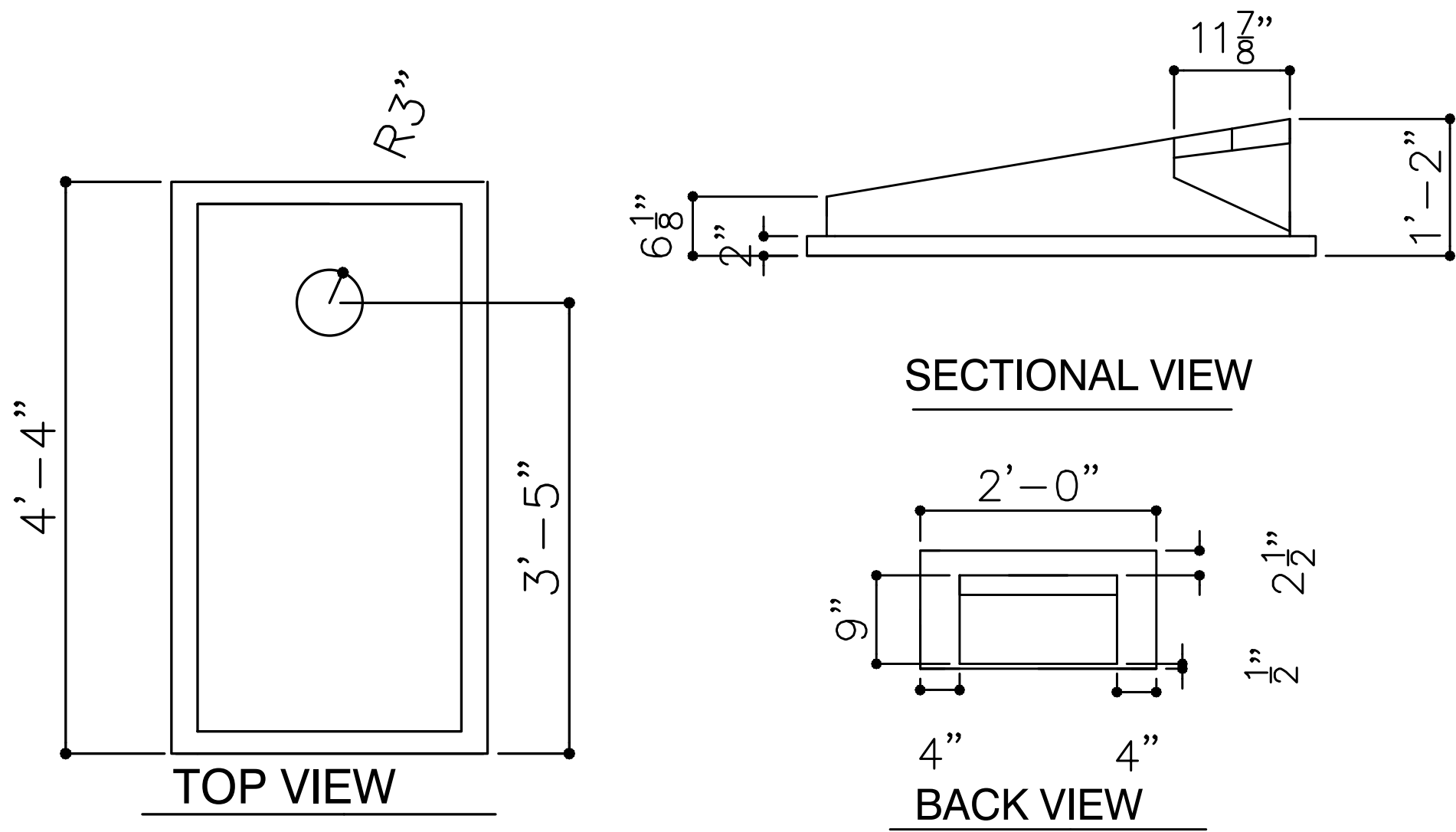
NORRIS-DESIGN.COM

FREDERICK, CO

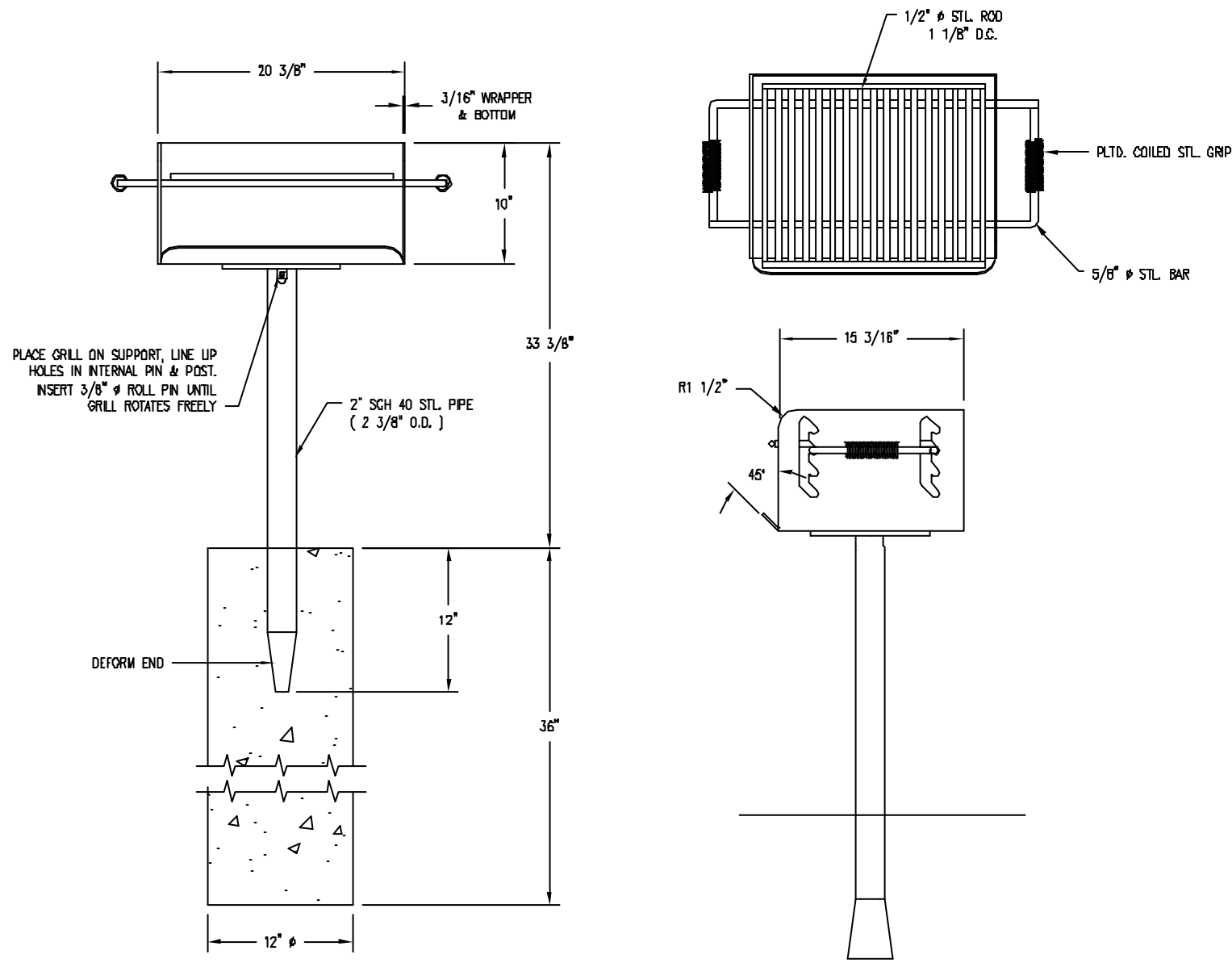
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PENROSE PLACE PLANNED UNIT DEVELOPMENT

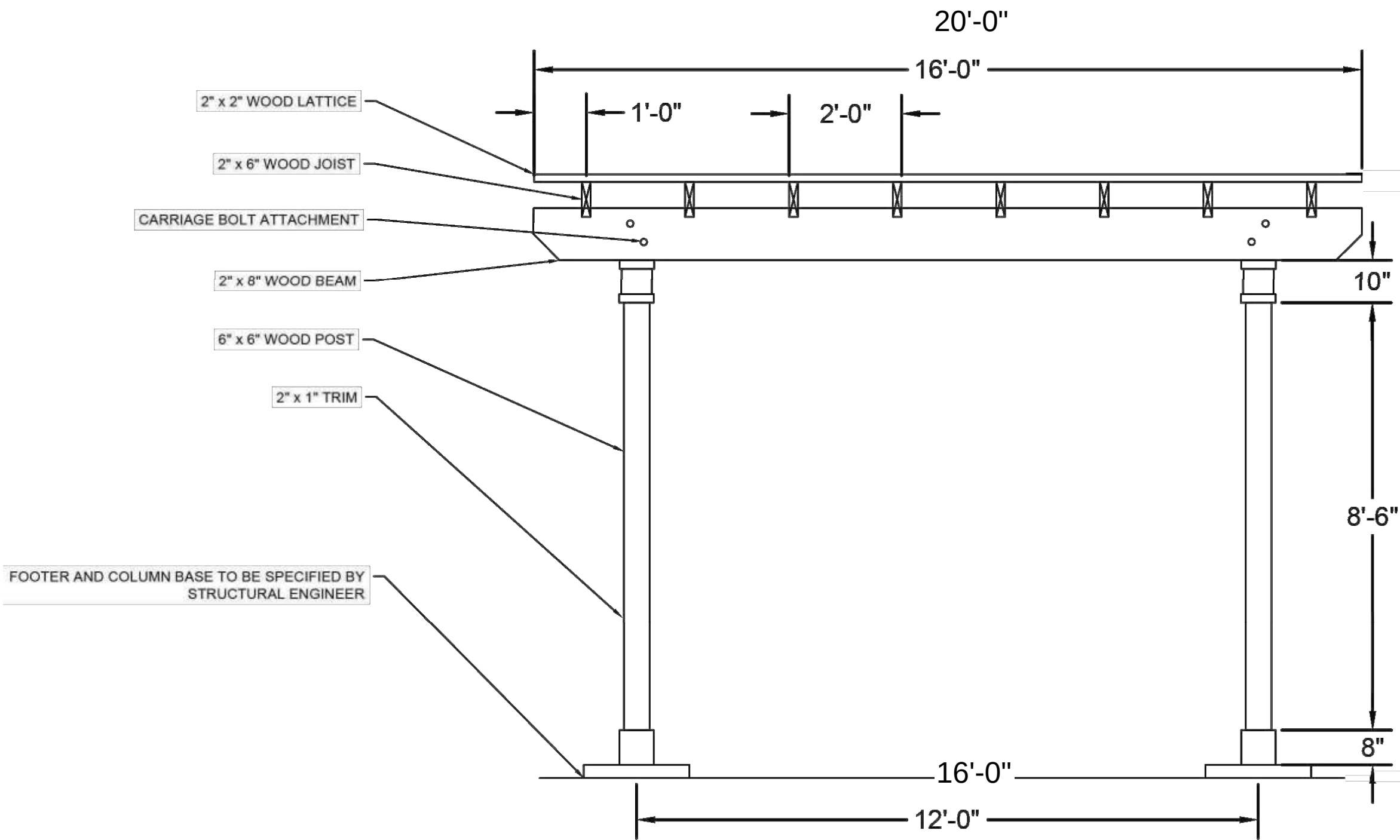
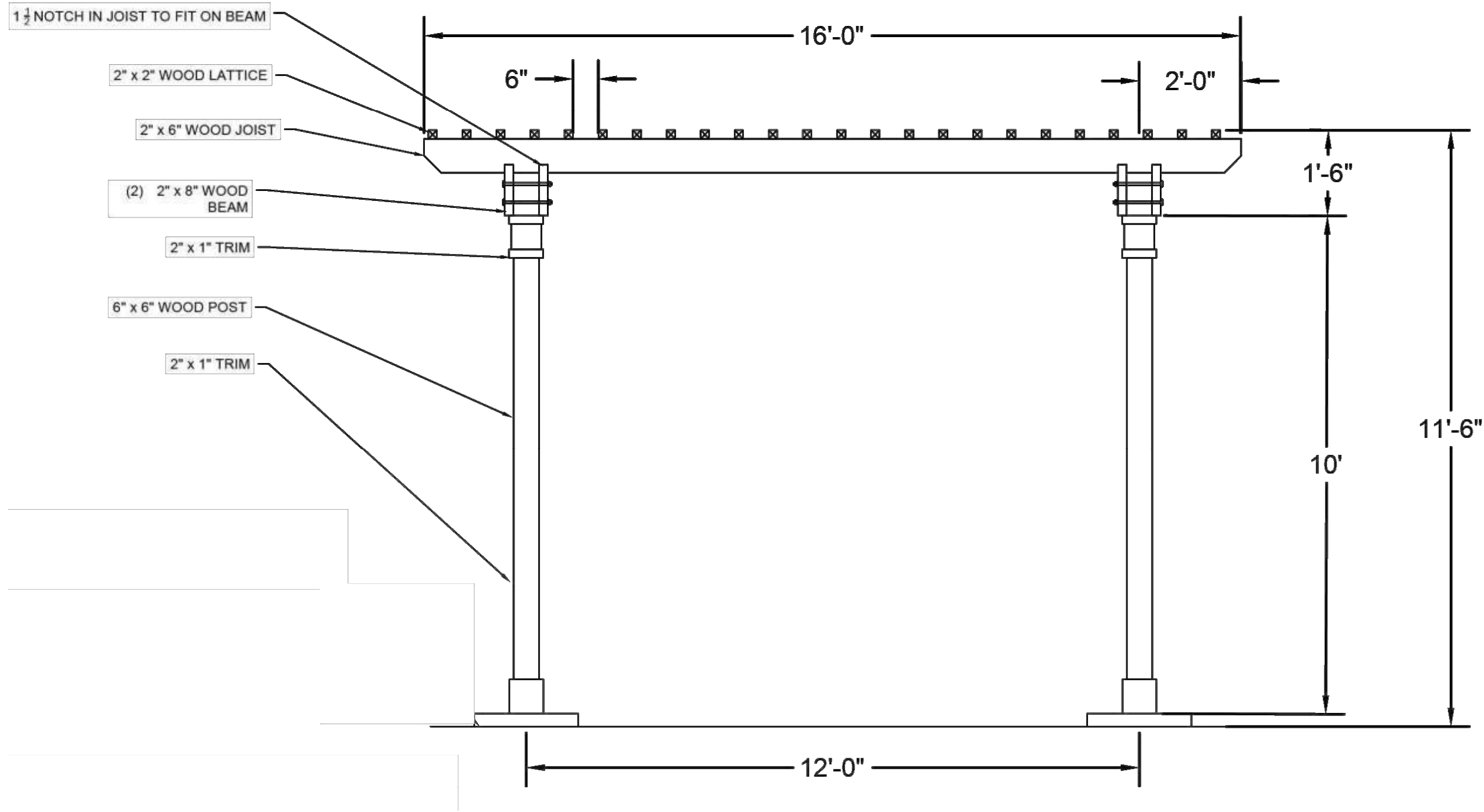
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12.82 ACRES



CONCRETE CORNHOLE
ARCO Concrete, Inc. 1-303-659-2800 arcoconcrete.com
(or Town approved alternate)



OUTDOOR GRILL
Dumor, Inc. 1-800-598-4018 dumor.com Model: 21-00 Color: Black
(or Town approved alternate)



PERGOLA
Note: All connections and footers to be specified by manufacturer or approved by structural engineer.
Final dimensions and finish details may vary by manufacturer.

PENROSE PLACE PUD
FREDERICK, CO

DEVELOPER:
NEW HOME CO
6430 S. FIDDLERS GREEN CIR
SUITE 450
GREENWOOD VILLAGE, CO
80111

NOT FOR
CONSTRUCTION

DATE:
05/09/24 SUBMITTAL
07/17/24 SUBMITTAL
10/30/24 SUBMITTAL
01/22/25 SUBMITTAL
03/19/25 SUBMITTAL
06/11/25 SUBMITTAL
11/25/25 SUBMITTAL

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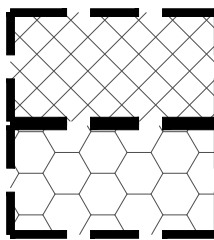
SHEET TITLE:
REGULATORY
STANDARDS

PENROSE PLACE PLANNED UNIT DEVELOPMENT ZONING DOCUMENT

LOCATED IN SAVANNAH SUBDIVISION,
OUTLOT A AND OUTLOT B IN FREDERICK, CO
12.82 ACRES

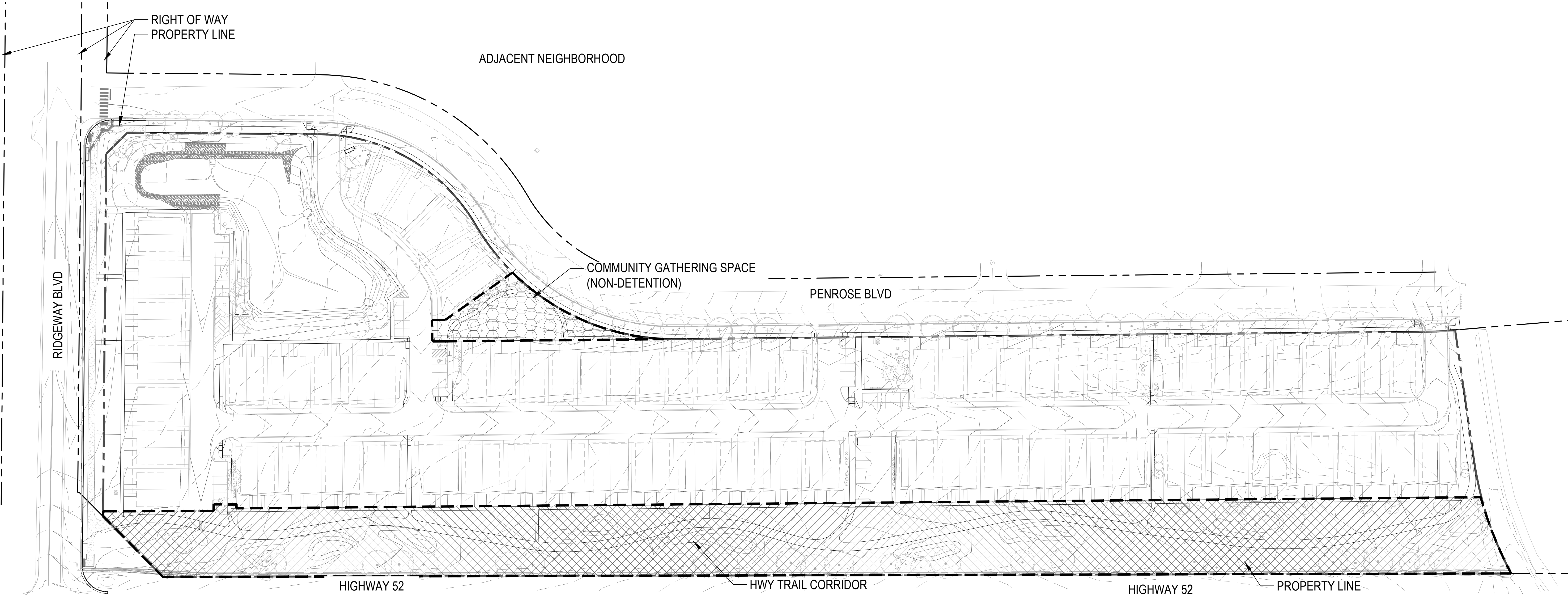
OPEN SPACE TABLE

OVERALL SITE ACREAGE	12.82 ACRES
REQUIRED OPEN SPACE:	25% - 3.21 ACRES
PROPOSED OPEN SPACE	
HWY TRAIL CORRIDOR ACREAGE:	3.14
CENTRAL AMENITY (NON-DETENTION):	0.20
OVERALL OPEN SPACE PROPOSED:	26% - 3.34 ACRES



LEGEND

----- PROPERTY LINE



PENROSE PLACE PUD
FREDERICK, CO

DEVELOPER:
NEW HOME CO

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DRAFT

SHEET TITLE:
OPEN SPACE

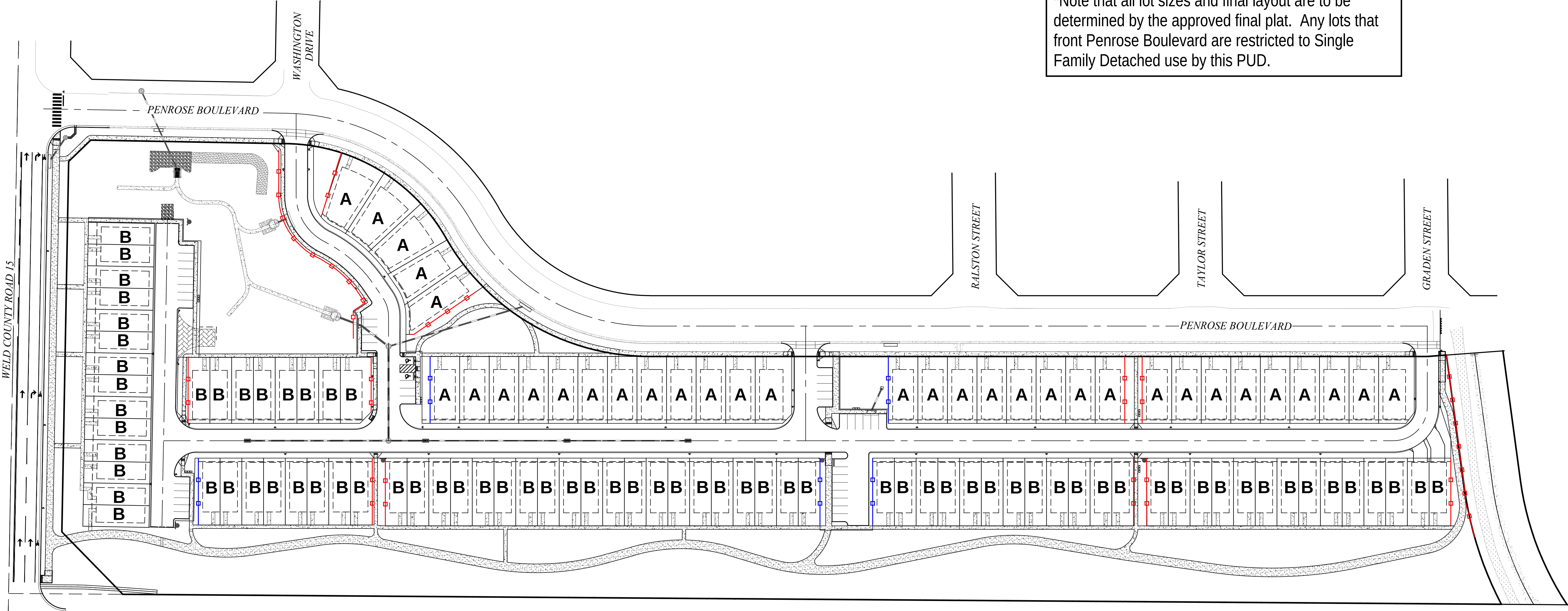
CHECKED BY: GR
DRAWN BY: SBW

PENROSE PLACE PLANNED UNIT DEVELOPMENT

LOCATED IN SAVANNAH SUBDIVISION,
OUTLOT A AND OUTLOT B IN FREDERICK, CO
12.82 ACRES

Lot Type A - Single Family Detached
Lot Type B - Duplex or Single Family Attached

*Note that all lot sizes and final layout are to be determined by the approved final plat. Any lots that front Penrose Boulevard are restricted to Single Family Detached use by this PUD.



PENROSE PLACE PUD
FREDERICK, CO

DEVELOPER:
NEW HOME CO
6430 S. FIDDLERS GREEN CIR
SUITE 450
GREENWOOD VILLAGE, CO
80111

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03/19/25 SUBMITTAL
06/11/25 SUBMITTAL
11/25/25 SUBMITTAL

DRAFT

SHEET TITLE:
REGULATORY
STANDARDS



PRELIMINARY AND FINAL PLAT

PENROSE PLACE FILING NO. 1

A RESUBDIVISION OF OUTLOTS A AND B, SAVANNAH SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 5

TOTAL AREA = 558,641 SQ. FT., OR 12.82 ACRES, MORE OR LESS / 110 LOTS



Vicinity Map
SCALE: 1"=2,000'

SHEET INDEX:

- SHEET 1 - COVER SHEET
SHEET 2 - BOUNDARY INFORMATION
SHEET 3 - LOT DETAIL
SHEET 4 - LOT DETAIL
SHEET 5 - PARCEL DATA TABLES

PLANNING COMMISSION CERTIFICATE OF APPROVAL:

APPROVED BY THE FREDERICK PLANNING COMMISSION WITH PLANNING COMMISSION RESOLUTION 20____-____ THIS ____ DAY OF _____, 20____.

CHAIRMAN

PLANNING COMMISSION SECRETARY

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES:

THE FINAL PLAT MAP OF THE PENROSE PLACE FILING NO. 1 IS APPROVED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF FREDERICK, COLORADO, HELD ON _____, 20____. THE DEDICATIONS OF PUBLIC STREETS, PUBLIC RIGHTS-OF-WAY, PUBLIC EASEMENTS AND OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USES AS SHOWN HEREON, SUCH OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES SHOWN ARE HEREBY ACCEPTED. ALL CONDITIONS, TERMS, AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS, AND ASSIGNS.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING OF STREETS, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, AND WALKWAYS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND OTHER IMPROVEMENTS THAT MAY BE REQUIRED TO SERVICE THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNER(S) AND NOT THE TOWN. THE CONSTRUCTION OF IMPROVEMENTS BENEFITING THE SUBDIVISION AND THE ASSUMPTION OF MAINTENANCE RESPONSIBILITY FOR SAID IMPROVEMENTS BY THE TOWN OR OTHER ENTITIES SHALL BE SUBJECT TO A SEPARATE MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS.

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

MAYOR

ATTEST:

TOWN CLERK

PLAT NOTES

- LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER ABC2528252-4, DATED SEPTEMBER 16, 2024 AT 5:00 P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS FINAL PLAT IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
- BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF NORTH 89°51'00" EAST, A DISTANCE OF 2624.09 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, T2N, R67W OF THE 6TH P.M., BETWEEN A FOUND #6 REBAR WITH 3-1/4" ALUMINUM CAP IN RANGE BOX MARKED "MCRAE + SHORT INC., T2N, R67W, S31, S32, S6, S5, T1N, R67W, 1995, LS 7242" AT THE SOUTHWEST CORNER OF SECTION 32 AND A FOUND #6 REBAR WITH 2-1/2" ALUMINUM CAP MARKED "ALBERS DREXEL POHLY, T2N, R67W, S32, S5, T1N, 1998, PLS 24305" AT THE SOUTH QUARTER CORNER OF SAID SECTION 32 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
- THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- THE TOTAL AREA OF THE SUBJECT PROPERTY IS 558,641 SQ. FT. OR 12.82 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.

SURVEYOR'S CERTIFICATE:

I, JESS J. KUNTZ, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

BY: _____
(JESS J. KUNTZ, PLS #38409)
DATE: _____

LAND USE TABLE			
PARCEL	SQ. FT.	ACRES	USE
OUTLOT A	9,784	0.225	OPEN SPACE, PEDESTRIAN ACCESS AND DRAINAGE EASEMENT
OUTLOT B	1,596	0.037	LANDSCAPED AREA
OUTLOT C	149,168	3.424	OPEN SPACE AND PEDESTRIAN ACCESS & 30' GATEWAY LANDSCAPE BUFFER
OUTLOT D	1,540	0.035	PEDESTRIAN ACCESS & LANDSCAPING
OUTLOT E	89,833	2.062	PRIVATE RIGHT OF WAY, UTILITY, DRAINAGE, ACCESS AND EMERGENCY ACCESS EASEMENT, SAINT VRAIN SANITARY SEWER EASEMENT (TO BE DEDICATED BY SEPARATE INSTRUMENT)
OUTLOT F	3,242	0.074	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT & LANDSCAPED AREA
OUTLOT G	46,032	1.057	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT & LANDSCAPED AREA
OUTLOT H	4,011	0.092	PEDESTRIAN ACCESS, DESIGNATED PARKING & LANDSCAPING, UTILITY AND EMERGENCY ACCESS EASEMENT
OUTLOT I	2,040	0.047	PEDESTRIAN ACCESS, DESIGNATED PARKING & LANDSCAPING
OUTLOT J	1,541	0.035	PEDESTRIAN ACCESS, DESIGNATED PARKING & LANDSCAPING, UTILITY EASEMENT
OUTLOT K	2,527	0.058	PEDESTRIAN ACCESS, DESIGNATED PARKING & LANDSCAPING, UTILITY EASEMENT
OUTLOT L	5,035	0.116	PEDESTRIAN ACCESS, DESIGNATED PARKING & LANDSCAPING
OUTLOT M	1,838	0.042	PEDESTRIAN ACCESS, DESIGNATED PARKING, UTILITY EASEMENT & LANDSCAPING
OUTLOTS TOTAL	318,187	7.304	
LOTS (110)	240,436	5.520	
R.O.W.	18	0.000	RIGHT-OF-WAY DEDICATED BY PLAT
TOTAL	558,641	12.82	

OPEN SPACE LABELED ON THIS PLAT IS LANDSCAPED AREA TO MEET TOWN SUBDIVISION REQUIREMENTS AND IS NOT OPEN SPACE DEDICATED TO THE TOWN.

LOT TYPE BY BLOCK	
BLOCK	LOT TYPE
1	SINGLE FAMILY LOTS
2	SINGLE FAMILY LOTS
3	SINGLE FAMILY LOTS
4	DUPLEX LOTS
5	DUPLEX LOTS
6	DUPLEX LOTS
7	DUPLEX LOTS

DATE	REVISION
1/22/2025	1 - REUSE PER TOWN COMMENTS
3/11/2025	2 - REUSE PER TOWN COMMENTS
6/2/2025	3 - REVISED PER TOWN COMMENTS
6/10/2025	4 - REVISED PER TOWN COMMENTS
8/14/2025	5 - REVISED PER TOWN COMMENT
9/24/2025	6 - ADDED LOT TYPE TABLE
11/19/2025	7 -
	8 -
	9 -

PRELIMINARY AND FINAL PLAT
PENROSE PLACE FILING NO. 1

Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com
3825 IRIS AVE., SUITE 395
BOULDER, CO 80301
(303) 443-7001

7000 N. BROADWAY,
SUITE 209
DENVER, CO 80221
(303) 936-6997

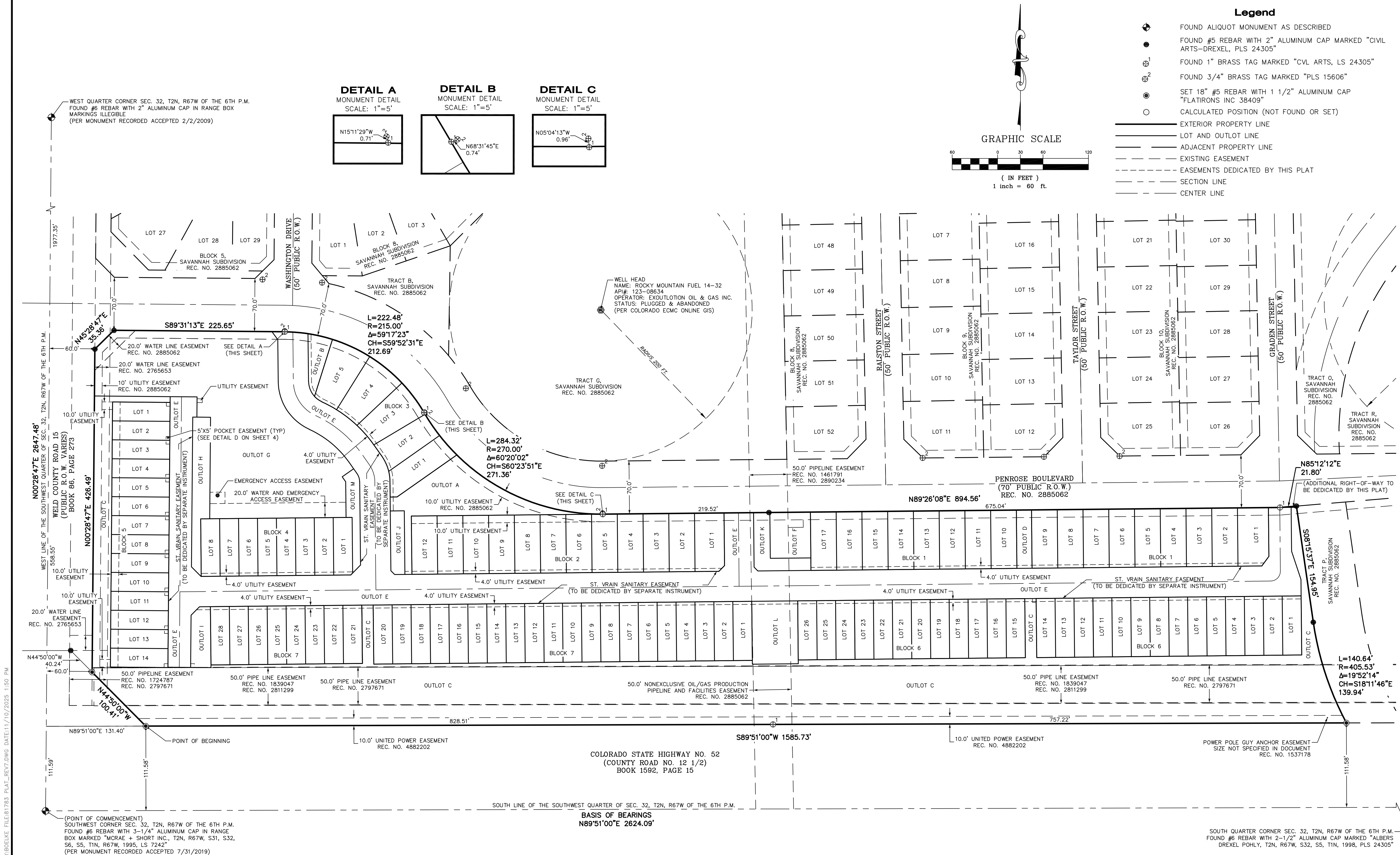


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ONLY FINAL VERSION
WILL HAVE STAMP
AND SIGNATURE

JOB NUMBER:
24-81,783
DATE:
10-28-2024
DRAWN BY:
B. OELKE
CHECKED BY:
EP/JJK

PENROSE PLACE FILING NO. 1

SHEET 2 OF 5



	REVISION	DATE
1	REVISED PER TOWN COMMENTS	1/22/2025 B. OELKE
2	REVISED PER TOWN COMMENTS	3/17/2025 B. OELKE
3	REVISED PER TOWN COMMENTS	6/7/2025 B. OELKE
4	REVISED PER CLIENT COMMENTS	7/20/2025 B. OELKE
5	REVISED PER TOWN COMMENT	8/14/2025 B. OELKE
6	REVISED PER TOWN COMMENT	9/24/2025 B. OELKE
7	ADDED LOT TYPE TABLE	11/10/2025 B. OELKE
8		
9		

PRELIMINARY AND FINAL PLAT
PENROSE PLACE FILING NO. 1

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655 FOURTH AVE
LONGMONT, CO 80501
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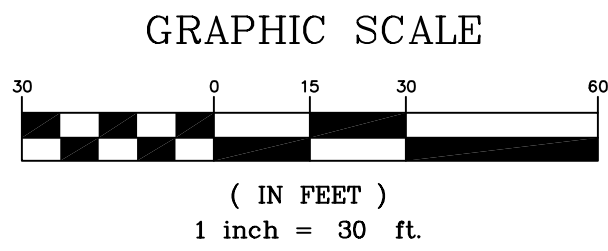
CHECKED BY:

SHEET 2 OF 5

PRELIMINARY AND FINAL PLAT
PENROSE PLACE FILING NO. 1

A RESUBDIVISION OF OUTLOTS A AND B, SAVANNAH SUBDIVISION, LOCATED IN THE SOUTHWEST
QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

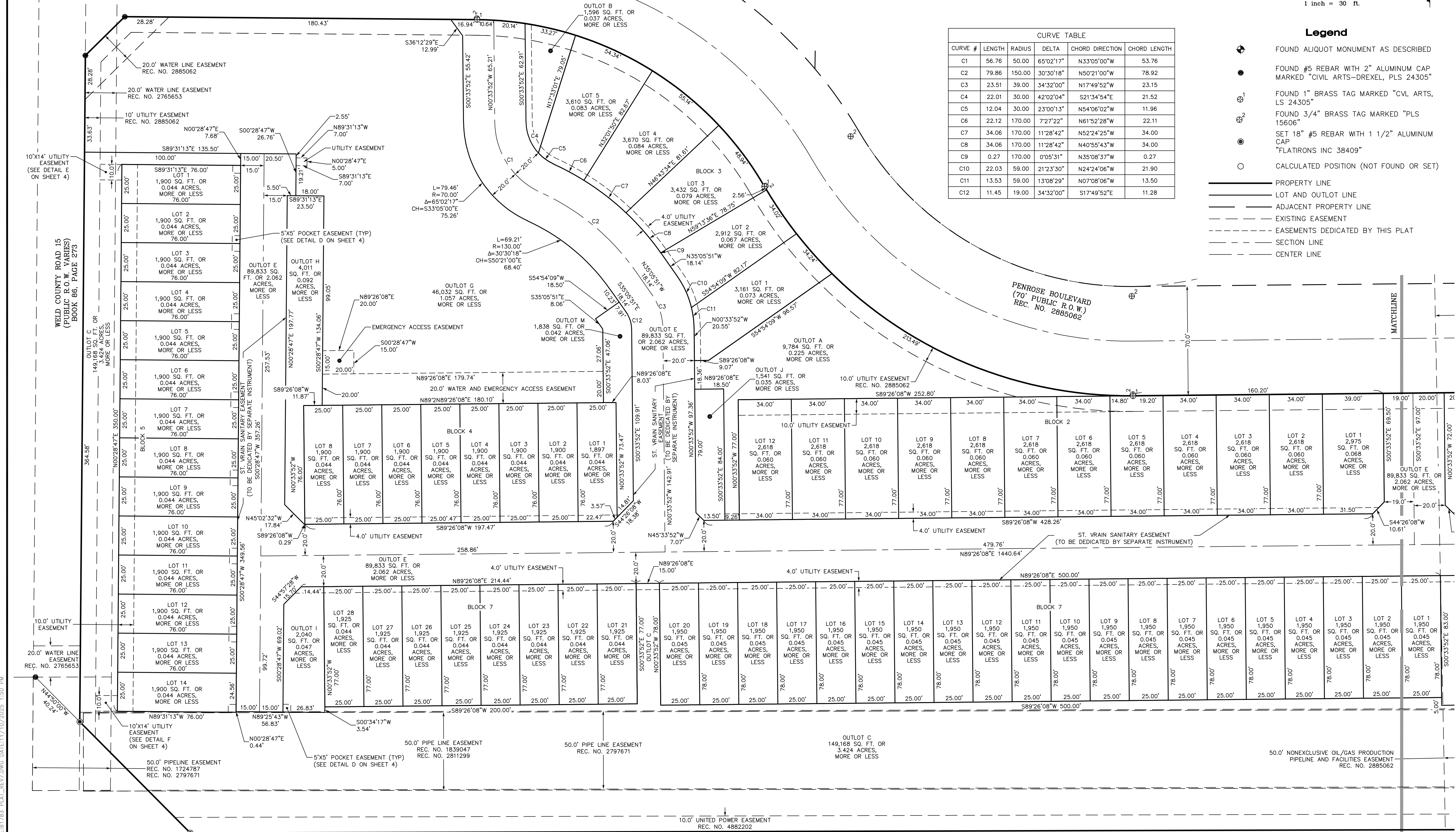
SHEET 3 OF 5



Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND #5 REBAR WITH 2" ALUMINUM CAP MARKED "CIVIL ARTS-DREXEL, PLS 24305"
- FOUND 1" BRASS TAG MARKED "CIVIL ARTS, LS 24305"
- FOUND 3/4" BRASS TAG MARKED "PLS 15606"
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRON INC 38409"
- CALCULATED POSITION (NOT FOUND OR SET)
- PROPERTY LINE
- LOT AND OUTLOT LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT
- EASEMENTS DEDICATED BY THIS PLAT
- SECTION LINE
- CENTER LINE

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	56.76	50.00	65°02'17"	N33°05'00"W	53.76
C2	79.86	150.00	30°30'18"	N50°21'00"W	78.92
C3	23.51	39.00	34°32'00"	N17°49'52"W	23.15
C4	22.01	30.00	42°02'04"	S21°34'54"E	21.52
C5	12.04	30.00	23°00'13"	N54°06'02"W	11.96
C6	22.12	170.00	7°27'22"	N61°52'28"W	22.11
C7	34.06	170.00	11°28'42"	N52°24'25"W	34.00
C8	34.06	170.00	11°28'42"	N40°55'43"W	34.00
C9	0.27	170.00	0°05'31"	N35°08'37"W	0.27
C10	22.03	59.00	21°23'30"	N24°24'06"W	21.90
C11	13.53	59.00	13°08'29"	N07°08'06"W	13.50
C12	11.45	19.00	34°32'00"	S17°49'52"E	11.28



PRELIMINARY AND FINAL PLAT

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B. OELKE
CHECKED BY:
EP/JJK
SHEET 3 OF 5

COLORADO STATE HIGHWAY NO. 52
(COUNTY ROAD NO. 12 1/2)
BOOK 1592, PAGE 15

PRELIMINARY AND FINAL PLAT

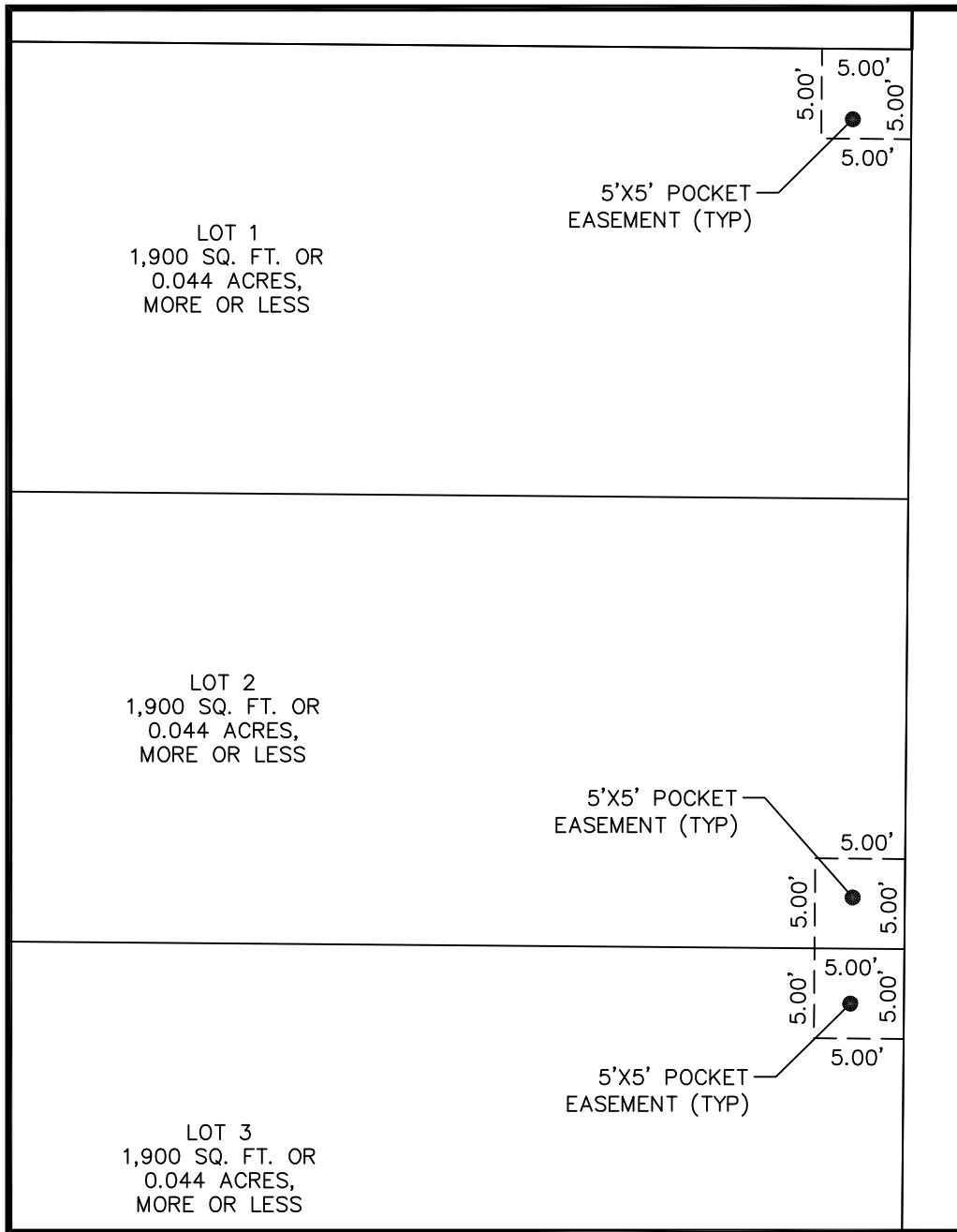
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SHEET 4 OF 5

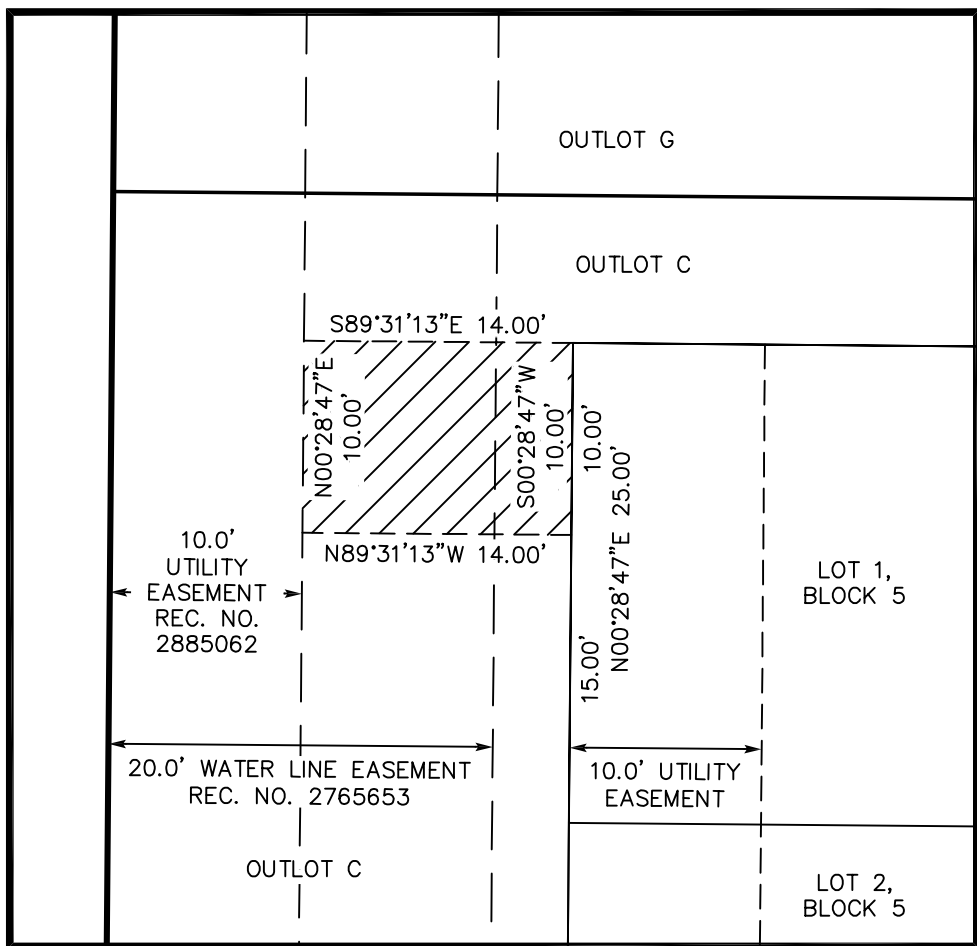
DETAIL D

TYPICAL POCKET EASEMENT DETAIL
SCALE: 1"=10'



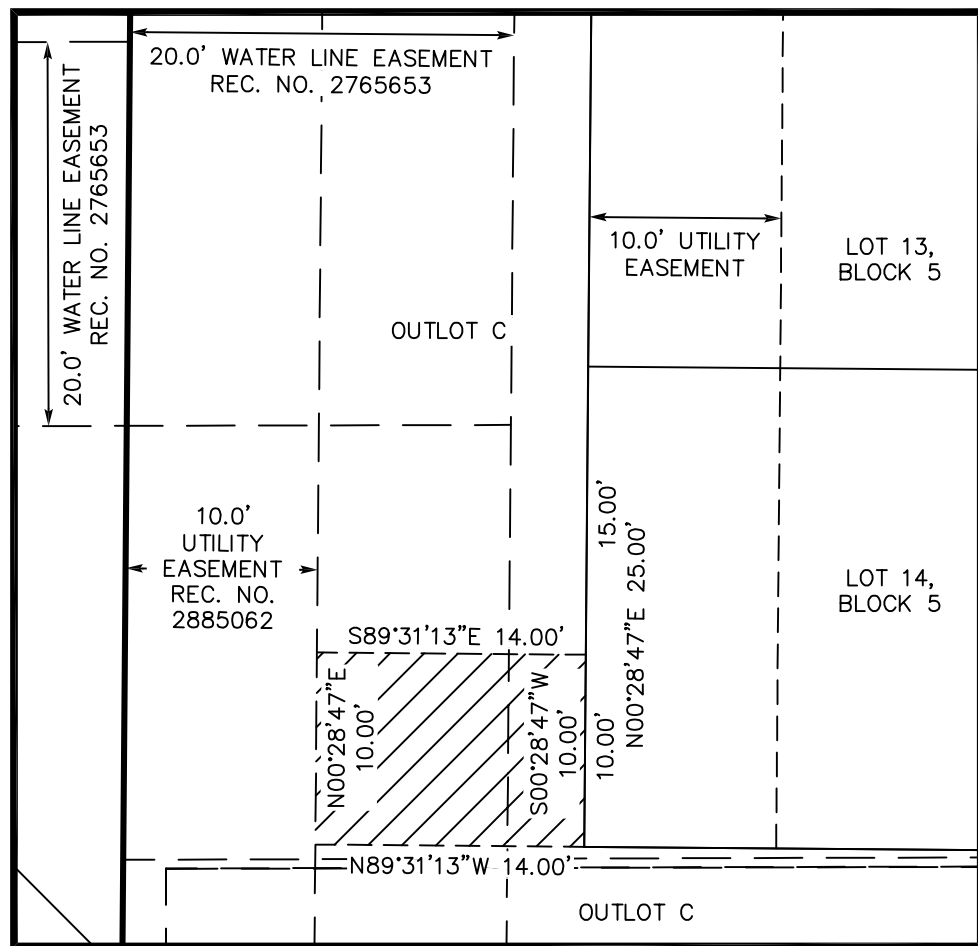
DETAIL E

UTILITY EASEMENT DETAIL
SCALE: 1"=10'



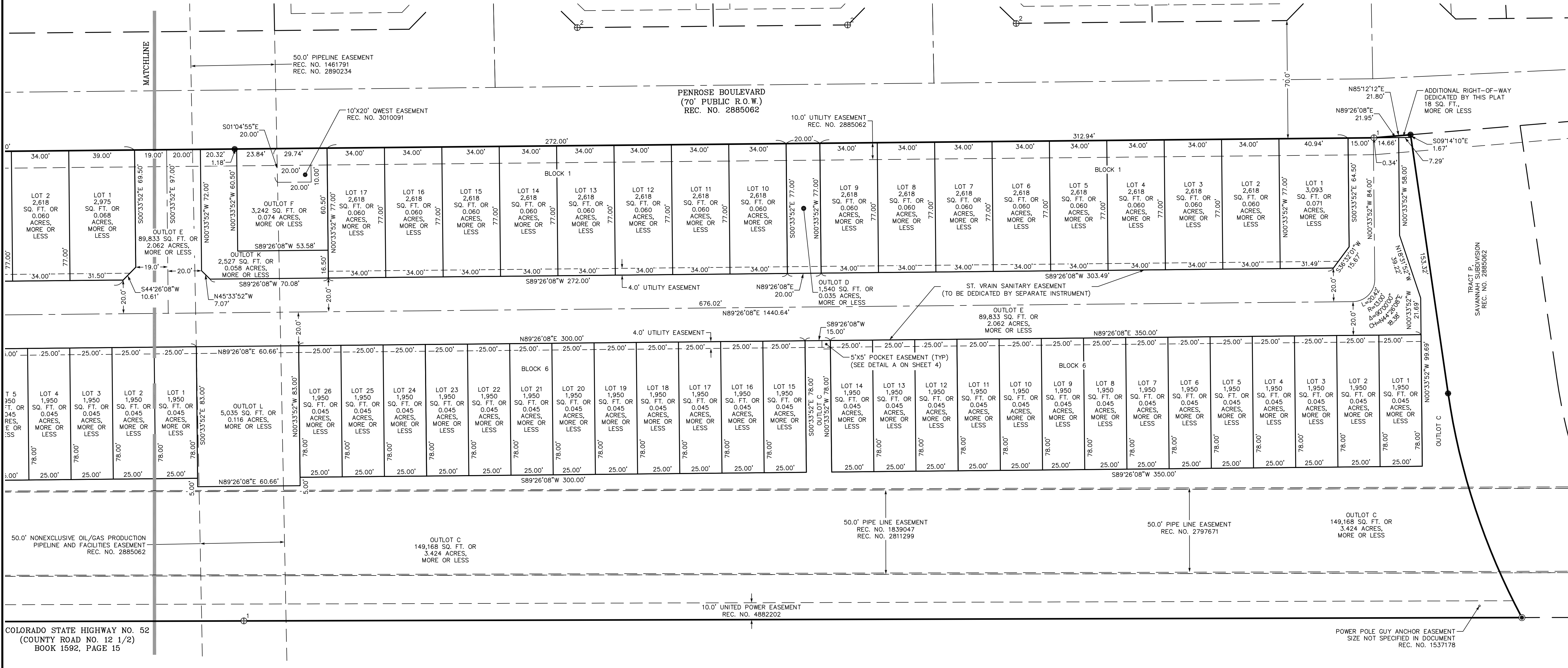
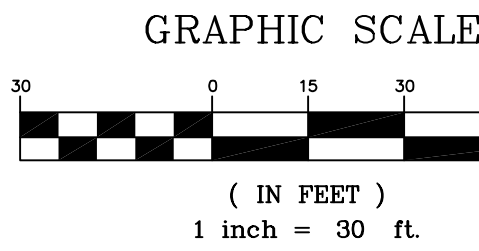
DETAIL F

UTILITY EASEMENT DETAIL
SCALE: 1"=10'



Legend

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- ADJACENT PROPERTY LINE
- EXISTING EASEMENT
- EASEMENTS DEDICATED BY THIS PLAT
- SECTION LINE
- CENTER LINE



REVISION	DATE
1 - REUSE PER TOWN COMMENTS	1/22/2025 B. OELKE
2 - REUSE PER TOWN COMMENTS	3/11/2025 B. OELKE
3 - REVISED PER TOWN COMMENTS	6/2/2025 B. OELKE
4 - REVISED PER TOWN COMMENTS	6/17/2025 B. OELKE
5 - REVISED PER TOWN COMMENT	9/24/2025 B. OELKE
6 - ADDED LOT TYPE TABLE	11/19/2025 B. OELKE

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SHEET 4 OF 5

PRELIMINARY AND FINAL PLAT

PENROSE PLACE FILING NO. 1

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TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

SHEET 5 OF 5

Parcel Table			
Parcel NO.	BLOCK	LOT	Area
1	BLOCK 1	LOT 1	3093 SQ. FT. 0.07 ACRE, MORE OR LESS
2	BLOCK 1	LOT 2	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
3	BLOCK 1	LOT 3	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
4	BLOCK 1	LOT 4	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
5	BLOCK 1	LOT 5	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
6	BLOCK 1	LOT 6	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
7	BLOCK 1	LOT 7	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
8	BLOCK 1	LOT 8	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
9	BLOCK 1	LOT 9	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
10	BLOCK 1	LOT 10	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
11	BLOCK 1	LOT 11	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
12	BLOCK 1	LOT 12	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
13	BLOCK 1	LOT 13	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
14	BLOCK 1	LOT 14	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
15	BLOCK 1	LOT 15	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
16	BLOCK 1	LOT 16	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
17	BLOCK 1	LOT 17	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
18	BLOCK 2	LOT 1	2975 SQ. FT. 0.07 ACRE, MORE OR LESS
19	BLOCK 2	LOT 2	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
20	BLOCK 2	LOT 3	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
21	BLOCK 2	LOT 4	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
22	BLOCK 2	LOT 5	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
23	BLOCK 2	LOT 6	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
24	BLOCK 2	LOT 7	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
25	BLOCK 2	LOT 8	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
26	BLOCK 2	LOT 9	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
27	BLOCK 2	LOT 10	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
28	BLOCK 2	LOT 11	2618 SQ. FT. 0.06 ACRE, MORE OR LESS

Parcel Table			
Parcel NO.	BLOCK	LOT	Area
29	BLOCK 2	LOT 12	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
30	BLOCK 3	LOT 1	3161 SQ. FT. 0.07 ACRE, MORE OR LESS
31	BLOCK 3	LOT 2	2912 SQ. FT. 0.07 ACRE, MORE OR LESS
32	BLOCK 3	LOT 3	3432 SQ. FT. 0.08 ACRE, MORE OR LESS
33	BLOCK 3	LOT 4	3670 SQ. FT. 0.08 ACRE, MORE OR LESS
34	BLOCK 3	LOT 5	3610 SQ. FT. 0.08 ACRE, MORE OR LESS
35	BLOCK 4	LOT 1	1897 SQ. FT. 0.04 ACRE, MORE OR LESS
36	BLOCK 4	LOT 2	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
37	BLOCK 4	LOT 3	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
38	BLOCK 4	LOT 4	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
39	BLOCK 4	LOT 5	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
40	BLOCK 4	LOT 6	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
41	BLOCK 4	LOT 7	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
42	BLOCK 4	LOT 8	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
43	BLOCK 5	LOT 1	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
44	BLOCK 5	LOT 2	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
45	BLOCK 5	LOT 3	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
46	BLOCK 5	LOT 4	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
47	BLOCK 5	LOT 5	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
48	BLOCK 5	LOT 6	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
49	BLOCK 5	LOT 7	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
50	BLOCK 5	LOT 8	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
51	BLOCK 5	LOT 9	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
52	BLOCK 5	LOT 10	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
53	BLOCK 5	LOT 11	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
54	BLOCK 5	LOT 12	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
55	BLOCK 5	LOT 13	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
56	BLOCK 5	LOT 14	1900 SQ. FT. 0.04 ACRE, MORE OR LESS

Parcel Table			
Parcel NO.	BLOCK	LOT	Area
57	BLOCK 6	LOT 1	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
58	BLOCK 6	LOT 2	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
59	BLOCK 6	LOT 3	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
60	BLOCK 6	LOT 4	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
61	BLOCK 6	LOT 5	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
62	BLOCK 6	LOT 6	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
63	BLOCK 6	LOT 7	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
64	BLOCK 6	LOT 8	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
65	BLOCK 6	LOT 9	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
66	BLOCK 6	LOT 10	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
67	BLOCK 6	LOT 11	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
68	BLOCK 6	LOT 12	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
69	BLOCK 6	LOT 13	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
70	BLOCK 6	LOT 14	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
71	BLOCK 6	LOT 15	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
72	BLOCK 6	LOT 16	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
73	BLOCK 6	LOT 17	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
74	BLOCK 6	LOT 18	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
75	BLOCK 6	LOT 19	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
76	BLOCK 6	LOT 20	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
77	BLOCK 6	LOT 21	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
78	BLOCK 6	LOT 22	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
79	BLOCK 6	LOT 23	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
80	BLOCK 6	LOT 24	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
81	BLOCK 6	LOT 25	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
82	BLOCK 6	LOT 26	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
83	BLOCK 7	LOT 1	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
84	BLOCK 7	LOT 2	1950 SQ. FT. 0.04 ACRE, MORE OR LESS

Parcel Table			
Parcel NO.	BLOCK	LOT	Area
85	BLOCK 7	LOT 3	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
86	BLOCK 7	LOT 4	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
87	BLOCK 7	LOT 5	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
88	BLOCK 7	LOT 6	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
89	BLOCK 7	LOT 7	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
90	BLOCK 7	LOT 8	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
91	BLOCK 7	LOT 9	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
92	BLOCK 7	LOT 10	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
93	BLOCK 7	LOT 11	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
94	BLOCK 7	LOT 12	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
95	BLOCK 7	LOT 13	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
96	BLOCK 7	LOT 14	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
97	BLOCK 7	LOT 15	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
98	BLOCK 7	LOT 16	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
99	BLOCK 7	LOT 17	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
100	BLOCK 7	LOT 18	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
101	BLOCK 7	LOT 19	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
102	BLOCK 7	LOT 20	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
103	BLOCK 7	LOT 21	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
104	BLOCK 7	LOT 22	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
105	BLOCK 7	LOT 23	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
106	BLOCK 7	LOT 24	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
107	BLOCK 7	LOT 25	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
108	BLOCK 7	LOT 26	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
109	BLOCK 7	LOT 27	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
110	BLOCK 7	LOT 28	1925 SQ. FT. 0.04 ACRE, MORE OR LESS

REVISION	DATE
1 - REVISED PER TOWN COMMENTS	- 1/22/2025 B. OELKE
2 - REVISED PER TOWN COMMENTS	- 3/11/2025 B. OELKE
3 - REVISED PER TOWN COMMENTS	- 6/2/2025 B. OELKE
4 - REVISED PER TOWN COMMENTS	- 6/10/2025 B. OELKE
5 - REVISED PER TOWN COMMENT	- 8/14/2025 B. OELKE
6 - REVISED LOT TYPE TABLE	- 9/24/2025 B. OELKE
7 - ADDED LOT TYPE TABLE	- 11/19/2025 B. OELKE
8 -	
9 -	

PRELIMINARY AND FINAL PLAT

PENROSE PLACE FILING NO. 1



Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com

3825 IRIS AVE.,
SUITE 395
BOULDER, CO 80301
(303) 443-7001

7000 N. BROADWAY,
SUITE 209
DENVER, CO 80221
(303) 936-6997

DRAFT
WORKING COPY ONLY
WILL HAVE STAMP
AND SIGNATURE
(SEAL)

JOB NUMBER:
24-81,783
DATE:
10-28-2024
DRAWN BY:
B. OELKE
CHECKED BY:
EP/JJK

SHEET 5 OF 5

**PENROSE PLACE FILING NO 1 SUBDIVISION
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between the TOWN OF FREDERICK, a Colorado statutory Town, whose address is P.O. Box 435, Frederick, Colorado (“TOWN”), and Landsea Homes of Colorado LLC, a Delaware Limited Liability Company, whose address is 6430 S. Fiddlers Green Cir., Suite 450, Greenwood Village, CO 80111 (“DEVELOPER”) (together, the “parties”).

WHEREAS, DEVELOPER has submitted a combined Final Plat for Penrose Place Filing No 1 (“SUBDIVISION” or “DEVELOPMENT”), attached as “Exhibit A” and incorporated herein by reference, which the Planning Commission and TOWN Board of Trustees have reviewed and approved; and

WHEREAS, the subdivision regulations of the TOWN requires that the DEVELOPER enter into a Subdivision Agreement hereafter called a Memorandum of Agreement for Public Improvements (“AGREEMENT” or “MOAPI”) with the TOWN concerning public improvements related to the Development detailed and attached as the “Schedule of Improvements, Exhibit B”, hereinafter called “Exhibit B” and incorporated herein by reference; and

WHEREAS, the parties have modified this standard AGREEMENT as indicated by the addition of certain special provisions, if any, in “Exhibit F”; and

WHEREAS, the TOWN and the DEVELOPER agree that such public improvements are directly related to and generated by development intended to occur within the SUBDIVISION and that no taking thereby will occur requiring any compensation.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1 GENERAL CONDITIONS.

1.1 Definitions:

- (a) **Accept:** The Town accepts public improvements after they have been constructed and inspected. Conditional Acceptance and Final Acceptance are the times when the warranty period begins and when the warranty period ends. Conditional and Final Acceptance by the Town must be in writing to be valid, as described in Sections 1.8, 1.9, and 1.10.
- (b) **Approve:** The Town will review and approve construction plans and the general design of engineered structures to ensure that they are in compliance with the Town’s Design Standards and Construction

Specifications. However, the Town does not design these structures and any failure due to faulty engineering is the liability of the design engineer who stamped the plans.

- (c) **Major Improvements:** These improvements include, but are not limited to the full pavement section of streets, including subbase, base course, asphalt, concrete, and any other material required for the structural support of the street, extending to the line of right-of-way (ROW) or the back edge of sidewalk or trail adjoining the ROW which may be in an easement and is considered part of the overall street section, and also includes all curb, gutter, and sidewalk or trail adjoining the ROW. These improvements shall also include the construction, installation, and foundation materials of all substantial concrete structures, whether pre-fabricated or constructed in place, including but not limited to detention pond structures, box culverts, and stormwater inlets. Additionally, these improvements shall include major earthwork structures, such as riprap or other slope protection and all retaining walls requiring a building permit. Furthermore, these improvements shall include below-ground piping and structures related to Town-owned utilities and the backfill of such piping or structures.

(d) **Property:** The property legally described in Exhibit A attached hereto.

(e) **Structural Deficiency:** A defect in a Major Improvement caused by a design flaw, poor construction techniques, incomplete construction, a defect in materials, or any other known or unknown reason that in the exercise of sound engineering judgment creates an imminent threat to safety, prevents the Major Improvement from functioning as designed or intended, or negatively impacts the design life of the improvement. Defects caused by normal wear and tear or any defect that is within acceptable engineering tolerance, as determined by the Town Engineer, shall not be considered a Structural Deficiency.

1.2 Development Obligation. DEVELOPER shall be responsible for performance of the covenants set forth herein. DEVELOPER agrees to construct, build, install and develop all improvements required by this AGREEMENT, including but not limited to all water system improvements, sanitary sewer collection lines, sanitary sewer lift stations, storm sewer lines and catch basins, storm drainage swales, storm drainage detention ponds and other improvements, streets, curbs, gutter, sidewalks, landscaping, pedestrian and non-motorized paths and trails, street median/boulevard and subdivision entryway landscaping, street lighting, park improvements, irrigation systems, gas services, electric services, telephone services, cable television services and any other improvements constructed in relation to the development of the SUBDIVISION in complete conformity with the TOWN's construction standards and specifications and with the construction plans and drawings that have been reviewed and Approved by the TOWN.

- 1.3 Engineering and Surveying Services.** The DEVELOPER agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design and construction of the Development and the public improvements identified in “Exhibit B”, attached and incorporated herein by this reference. The engineering services shall be performed by or under the supervision of a Registered Professional Engineer licensed by the State of Colorado in accordance with the applicable Colorado law; and except as otherwise provided in this AGREEMENT, shall conform to the standards and specifications for public improvements as established and approved by the TOWN as of the date of submittal to the TOWN.

The surveying services shall be performed by or under the supervision of a Registered Land Surveyor, licensed by the State of Colorado in accordance with the applicable Colorado law and shall include, but not be limited to, the monumentation of the subdivision as provided by law.

- 1.4 Construction Standards.** The DEVELOPER shall construct all improvements required by this AGREEMENT, according to plans and specifications reviewed and accepted in writing by the TOWN or by the utility providing the service, and with the approved plat, and in full conformity with the TOWN’s construction specifications applicable at the time of construction plan acceptance. Such acceptance shall continue in effect for two (2) years from the date of acceptance. If the DEVELOPER commences or performs any construction after such two (2) year period, the DEVELOPER shall resubmit the project construction plans to the TOWN for reexamination. The TOWN may require the DEVELOPER to comply with the TOWN standards and specifications that are in effect at the time of resubmittal. Traffic Impact Studies, Drainage Reports, Pavement Design Reports, etc. for a specific subdivision or parcel of land are valid for a period of one (1) year from date of approval unless significant development or activity has occurred that may impact the previous studies in the opinion of the Town Engineer. If construction documents for any phase or individual lot are not approved within this timeframe, revised reports with updated information are required to be submitted to the Town for review and approval.

- 1.5 Development Coordination.** Unless specifically provided in this AGREEMENT to the contrary, all submittals to the TOWN shall be made to the Planning Department with a copy to the TOWN Engineer, as may be designated by the TOWN. The TOWN Engineer, or the Engineer’s designee shall render those acceptances required of the TOWN in connection with this AGREEMENT, except those requiring formal action by the Board of Trustees in the form of a resolution or ordinance, and shall have general responsibility for coordinating development with DEVELOPER.

- 1.6 Plan Submission and Acceptance.**

- (a) The DEVELOPER shall furnish the TOWN complete plans for public improvements for the Development, and obtain written acceptance of such plans by the TOWN before the commencement of any construction work thereon. DEVELOPER shall submit all sanitary sewer plans to and shall acquire the written acceptance by the St. Vrain Sanitation District, the Left Hand Water District, and the Central Weld County Water District as required before the commencement of any construction work on such improvements. Acceptance shall be indicated by the signature of the appropriate district representative on each drawing in the plans set containing sanitary sewer and water system improvements.
- (b) The TOWN shall issue its written acceptance or disapproval of public improvement plans as expeditiously as reasonably possible. Said acceptance or disapproval shall be based upon the standards and specifications for public improvements as established by the TOWN, and the TOWN shall notify DEVELOPER of all deficiencies that must be corrected before plan acceptance. All deficiencies shall be corrected and DEVELOPER shall resubmit the plans for review and acceptance by the TOWN before the construction of any improvements.
- (c) The DEVELOPER shall submit all plans for public improvements as paper documents or by acceptable electronic transfer, approved AutoCAD™ drawing files and PDF files as required by the TOWN. All written documents shall be submitted as paper documents or by acceptable electronic transfer, as PDF files, word processing files, Microsoft Word, latest version, or compatible as required by the TOWN.
- (d) Amendments to the approved plans shall be submitted to the TOWN for review and approval in the same manner as for the original plans. Approval of amendments shall be in writing.
- (e) The DEVELOPER shall cause to be furnished to the Town Engineer a construction schedule for the proposed public improvements and obtain his written approval for such schedule at least five (5) days prior to the commencement of construction work. The construction schedule shall be updated each month until conditional acceptance of the construction is given. The construction schedule shall be provided to the Town Engineer electronically.

1.7 Incorporation by Reference. All plans, reports, special provisions, and specifications for the public improvements furnished and let pursuant to this AGREEMENT as approved by the TOWN shall be and hereby are made a part of this AGREEMENT by reference as fully as if set out herein in full.

1.8 Insurance. The DEVELOPER shall require, and upon written request by the TOWN, furnish proof to the TOWN that all employees and contractors engaged in the construction of improvements are covered by adequate Workers' Compensation Insurance and Public Liability Insurance through contract requirements and other normal means.

1.9 OSHA Compliance. The DEVELOPER shall require, and upon written request by the TOWN furnish proof to the TOWN, all contractors engaged in the construction of public improvements to faithfully comply with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.10 Development Impact Fees.

The TOWN has established certain uniform development impact fees that directly address the effect of development intended to occur within the PROPERTY upon the TOWN'S infrastructure, administration and delivery of governmental services. The DEVELOPER agrees to the payment of these uniform development impact fees as established by the TOWN. The TOWN and the DEVELOPER further agree that the TOWN may amend the development impact fees from time to time as needed to address changing affects upon the TOWN's infrastructure, administration and deliver of governmental services as a result of development occurring within the TOWN. The development impact fees are to be paid at the then current rate upon subdivision of the property and/or the issuance of building permits whichever is applicable for that particular development impact fee.

1.11 Financing and Improvement Guarantees.

- (a) Except as otherwise specifically agreed herein, the DEVELOPER agrees to install and pay for all improvements described in "Exhibit B" or otherwise required by this MOAPI as shown on the accepted plat, landscape plans, utility plans, construction drawings, reports, and other accepted documents on file with the TOWN including, but not be limited to, all water system improvements, sanitary sewer collection lines, sanitary sewer lift stations, storm sewer lines and catch basins, storm drainage swales, storm drainage detention ponds and other improvements, streets, signing and striping, curb, gutter, sidewalk, landscaping, pedestrian and non-motorized paths and trails, street median, boulevard and subdivision entryway landscaping, street lighting, park improvements, irrigation systems, gas and electric distribution systems, and any other improvements constructed in relation to the development of the SUBDIVISION (collectively, the "SECURED IMPROVEMENTS").
- (b) The DEVELOPER shall submit to the TOWN an Improvement Guarantee assuring construction of the SECURED IMPROVEMENTS. The term of

the guarantee shall be for a time sufficient to cover the completion of construction of the public improvements and the warranty period through final acceptance with automatic extensions for a year; in no case shall the term of the guarantee be for fewer than two years. The guarantee may be in cash, certified check, or a letter of credit in form and substance as shown on "Exhibit C" attached hereto and incorporated herein by reference. The guarantee shall be subject to approval by the Town Attorney. The guarantee, if a letter of credit, shall not expire during the winter season (November 1 - April 30).

- (c) The total amount of the guarantee shall be calculated as one hundred percent (100%) of the total estimated cost, including labor and materials, of all public improvements to be constructed as described on "Exhibit B", except those public utilities to be owned by an entity other than the TOWN and for which a separate surety is provided. For the avoidance of doubt, while the amount of the Improvement Guarantee shall be calculated as described in this subsection (c), the Improvement Guarantee shall nonetheless assure construction of all SECURED IMPROVEMENTS and the TOWN shall not release the Improvement Guarantee until the TOWN has granted final acceptance of the SECURED IMPROVEMENTS. Partial releases of an Improvement Guarantee may be considered when development is phased and a phase has received conditional acceptance. Irrespective of partial releases, at all times during the warranty period on SECURED IMPROVEMENTS, the TOWN shall retain at least ten percent (10%) of the total improvement costs as an Improvement Guarantee under this section. The costs established in "Exhibit B" shall be reviewed and approved by the Town Engineer; however, partial release of the Improvement Guarantee, as set forth herein, shall not require amendment to the costs set forth in "Exhibit B".
- (d) If the DEVELOPER has not submitted or fails to maintain the Improvement Guarantee, then the DEVELOPER is in default of this AGREEMENT and is subject to the provisions of Section 14.1 of this AGREEMENT, and the suspension of development activities by the TOWN including, but not limited to, the issuance of building permits and certificates of occupancy.
- (e) The estimated cost of completion of the public improvements to be constructed as described on "Exhibit B" may increase in the future. Accordingly, the TOWN reserves the right to review and adjust the cost estimates at any time in the future, or to require the DEVELOPER to provide an updated estimate of costs, before or after DEVELOPER provides the Improvement Guarantee. The TOWN will make adjusted cost estimates according to changes in the Construction Cost Index as

published by the *Engineering News Record*. If the TOWN adjusts cost estimates for the Improvements, the TOWN shall give written notice to the DEVELOPER. The DEVELOPER shall, within thirty days after receipt of said written notice, give the TOWN a new or amended Improvement Guarantee in the amount of the adjusted cost estimates. If the DEVELOPER refuses or fails to so give the TOWN a new or amended Improvement Guarantee, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to finish the SECURED IMPROVEMENTS or correct deficiencies in the SECURED IMPROVEMENTS, or it may withhold building permits and certificates of occupancy within the Development, as the TOWN deems appropriate.

- (f) If an Improvement Guarantee is to expire within thirty (30) calendar days and the DEVELOPER has not yet provided a satisfactory replacement, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to construct or finish the SECURED IMPROVEMENTS, or correct deficiencies in the SECURED IMPROVEMENTS, as the TOWN deems appropriate.
- (g) If the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes non-qualifying, then the TOWN shall furnish written notice to the DEVELOPER of the condition, and within thirty (30) days of receipt of such notice the DEVELOPER shall give the TOWN a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this section. If the DEVELOPER refuses or fails to give the TOWN a substitute qualifying Improvement Guarantee, or augment the deficient security, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to construct or finish the SECURED IMPROVEMENTS, or correct deficiencies in the SECURED IMPROVEMENTS, and it may withhold building permits and certificates of occupancy within the Development, as the TOWN deems appropriate.
- (h) If the DEVELOPER fails or refuses to construct the SECURED IMPROVEMENTS, or fails or refuses to finish the construction of the SECURED IMPROVEMENTS, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to construct or finish the SECURED IMPROVEMENTS, or correct deficiencies in the SECURED IMPROVEMENTS, as the TOWN deems appropriate

2 CONSTRUCTION OF IMPROVEMENTS.

2.1 Improvements to be Constructed. In accordance with the policies and ordinances of the TOWN, the DEVELOPER shall construct all improvements specified in “Exhibit B” and will comply with all additional provisions specified in “Exhibit F”. If there is a discrepancy between the quantity or size of improvements shown on any approved plans or drawings and the quantity or size listed in “Exhibit B”, then the TOWN shall determine which quantity or size applies in accordance with TOWN standards, specifications, regulations and policies; provided, however, that any increased cost to DEVELOPER attributable to the larger quantity or size may be eligible for reimbursement by adjacent benefitted property or by the TOWN as specified in this MOAPI

2.2 On-site and Off-site Rights-of-way, Easements, Licenses and Permits. For development of the PROPERTY to occur, the DEVELOPER may need to acquire certain off-site and on-site rights-of-way, easements, licenses and permits for the construction of off-site and on-site improvements, as identified in “Exhibit B” and the approved development plans and convey the same to the TOWN. All acquisition costs of off-site and on-site rights-of-way, easements, licenses and permits necessary to serve the PROPERTY shall be the DEVELOPER’s sole responsibility, subject to reimbursement as detailed in this MOAPI.

- (a) All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by plat dedication or by general or special Warranty Deed in form and substance acceptable to the TOWN Attorney. The TOWN at the DEVELOPER’s expense shall record all title documents. The DEVELOPER shall also furnish, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to approval by the TOWN Attorney.
- (b) If the DEVELOPER cannot acquire an off-site or on-site easement or rights-of-way necessary to develop the PROPERTY, the DEVELOPER may request the TOWN’s assistance in getting the easements or rights-of-way. Such assistance by the TOWN shall be in compliance with Colorado law authorizing the TOWN’s use of eminent domain. The DEVELOPER shall advance to the TOWN all acquisition costs, including any court costs and attorneys’ fees, the TOWN may incur in providing assistance.
- (c) The TOWN and the DEVELOPER agree that the acquisition of off-site and on-site rights-of-way, easements, licenses and permit necessary to serve the transportation needs of the PROPERTY are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

2.3 Construction.

- (a) The DEVELOPER shall furnish and install, at its own expense, the improvements listed on “Exhibit B”, in conformance with the subdivision plat and final development plan, reports, and with the construction plans, specifications and drawings approved by the TOWN. The Developer will cause his contractors to furnish the Town Engineer with a project schedule of proposed operations at least five (5) days prior to their commencement of construction work. Construction of public improvements shall be completed within a reasonable time, not to exceed two calendar years from the date of commencement.
- (b) If the DEVELOPER does not meet the above obligations, then DEVELOPER shall be in default of the AGREEMENT, and the TOWN may exercise its rights under Section 14.1 of this AGREEMENT including the suspension of development activities by the TOWN including, but not limited to, withholding the issuance of building permits and certificates of occupancy.

2.4 Utility Coordination and Installation. In addition to the improvements described on “Exhibit B”, that are the DEVELOPER’s responsibility to construct, install and develop, the DEVELOPER shall also be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other utilities required to serve the Development. All utilities within the Development shall be placed underground to the extent required by the *Frederick Municipal Code*.

2.5 Utility Relocation. The DEVELOPER shall pay the full cost of relocating existing utilities that the development of the SUBDIVISION may require. The DEVELOPER shall relocate all existing overhead utilities within the SUBDIVISION or in road rights-of-way adjacent to the SUBDIVISION, as identified on the approved plans including but not limited to electric or telecommunications lines and cables, underground. Facilities designed for the transmission or distribution of electric energy at voltages greater than 15,000 volts shall be exempt from this requirement.

2.6 Trash, Debris, Mud, Wind and Water Erosion.

- (a) **Erosion and Sediment Control Plan.** The DEVELOPER shall provide a wind and stormwater erosion and sediment control plan for review and acceptance by the TOWN. The plan shall address the existing and potential erosion and sediment problems to be created by the proposed development. Conservation measures used to mitigate these concerns shall be in accordance with standards and specifications in effect at the time of

construction and may include by way of illustration, restrictions on the acreage of land stripped of vegetation, temporary seeding with grass cover, the use of geo-textile and erosion control mats, sprinkling of exposed ground, berms and sedimentation fences, chiseling exposed ground, etc. If applicable, The DEVELOPER shall consult the Soil Conservation District regarding erosion and sediment control.

- (b) The DEVELOPER agrees that during construction of the development and improvements described herein, The DEVELOPER shall take any and all steps necessary to control trash, debris and wind or water erosion in the development. If the TOWN determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, The DEVELOPER agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by the TOWN. If the DEVELOPER does not abate said nuisance or if an emergency exists, to be determined by the TOWN in its sole discretion, the TOWN may abate the nuisance and/or correct any damage or injury without notice to the DEVELOPER, at the DEVELOPER's expense.
- (c) The DEVELOPER agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the TOWN. If the DEVELOPER does not abate such mud or debris, or if an emergency exists, the TOWN may abate the same at the DEVELOPER's expense.

2.7 State Stormwater Discharge Permit Required. The DEVELOPER shall obtain, if required by state or local statutes or policies, a CDPS "General Permit for Stormwater Discharges Associated with Construction Activity" required during construction and other associated permits.

2.8 Operation of Construction Equipment.

- (a) The DEVELOPER shall prohibit the operation of construction equipment outside an enclosed structure between the hours of 8:00 p.m. and the hour of 7:00 a.m. on weekdays, or the hour of 8:00 a.m. on legal holidays and weekends. The Town Engineer may, upon written application, alter the hours of operation for good cause.
- (b) The operation of construction equipment for grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends.

Upon written request, the Town Engineer may alter the hours of operations.

2.9 Testing and Inspection.

- (a) The DEVELOPER shall employ, at its own expense, a licensed and registered testing company, authorized to do business in the State of Colorado, to do all testing of materials or construction that the TOWN may reasonably require, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrade, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results to the TOWN on a timely basis for TOWN review and acceptance before commencement or continuation of construction to which the testing is applicable. The DEVELOPER shall repair or remove all materials and work not conforming to such regulations, plans and specifications and replace the same at DEVELOPER's expense to conform to such regulations, plans and specifications.
- (b) At all times during construction of the public improvements the TOWN and/or representatives of the affected Special Districts shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the accepted plans and the TOWN's and Districts' construction regulations. The TOWN Engineer or District's Engineer shall be present to inspect the pressure leakage testing of potable water lines conducted by the DEVELOPER. The TOWN may collect and deliver a water sample to Weld County Health Department for bacteriological tests of the potable water lines after the DEVELOPER has disinfected said lines according to the TOWN's or District's construction regulations, or the Town may require that the DEVELOPER shall employ, at the DEVELOPER's expense, a testing laboratory acceptable to the TOWN or District to conduct said bacteriological tests.
- (c) All work shown on the accepted public improvement plans shall be subject to inspection by the TOWN Engineer. Inspection by the TOWN Engineer shall not relieve the DEVELOPER from compliance with the accepted plans and specifications or the TOWN's construction regulations. Inspection services requiring the presence of the TOWN Engineer are provided Monday through Friday, except legal holidays, from 9:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of seventy-two (72) hours in advance with the TOWN Engineer. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of seventy-two (72) hours in advance to the TOWN

Engineer for approval. All requests for after-hours inspection services shall be made in writing to the TOWN Engineer. If TOWN approves the request, the DEVELOPER shall reimburse the TOWN for all direct costs of the after-hours inspection services. If TOWN denies the request, the work shall not continue after the time requested until an inspection has been done during the hours listed above. The DEVELOPER shall comply with all notification and inspection requirements of the St. Vrain Sanitation District regarding sanitary sewer improvements.

- (d) The Developer shall pay the Town for all costs incurred by the Town in the performance of the above said services within ten (10) days of the Town submitting an invoice for said services. Failure by the Developer to pay within the specified time shall be cause for the Town to deny future building permits and/or order cessation of all activities on the DEVELOPMENT.

2.10 Conditional Acceptance of Constructed Public Improvements.

- (a) No later than fourteen (14) days after public improvements are completed for each phase or for the entirety of the Development, the DEVELOPER shall request inspection by the TOWN. If the DEVELOPER does not request this inspection within fourteen (14) days of completion of improvements, the TOWN may conduct the inspection without the approval of the DEVELOPER.
- (b) If improvements completed by the DEVELOPER are in substantial compliance with the approved public improvement plans, the TOWN shall grant “conditional acceptance,” which shall be subject to “final acceptance” as set forth herein. Through its Engineering Department, the TOWN shall issue to the DEVELOPER a letter acknowledging said conditional acceptance.
- (c) If improvements completed by the DEVELOPER are not in substantial compliance with the approved public improvement plans, the TOWN shall provide written notice to the DEVELOPER of the repairs, replacements, construction or other work required to receive “conditional acceptance.” The DEVELOPER shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After the DEVELOPER completes the repairs, replacements, construction, or other work required, the DEVELOPER shall request of the TOWN a reinspection of such work to decide if the TOWN can grant “conditional acceptance.” The TOWN reserves the right to schedule reinspections, depending upon scope of deficiencies. The TOWN shall provide written notice to the DEVELOPER as to whether or not the work

is acceptable before the TOWN acts to complete any such work at the DEVELOPER's expense as provided in (d) below.

- (d) If the DEVELOPER has not completed the improvements on or before the completion dates set forth in "Exhibit B" herein, or if the DEVELOPER does not complete the repairs, replacements, construction or other work required within thirty (30) of said notice, the TOWN may exercise its rights to secure performance as provided in Section 14.1 of this AGREEMENT.
- (e) The DEVELOPER shall provide a certified statement of construction costs no later than forty-five (45) days after improvements are completed.
- (f) The DEVELOPER shall provide the Town Engineer certified Record Plan Transparencies on Black Image Diazo Reverse Mylars (as-built) plans and other required drawings upon completion of the construction of public improvements, and other documents as required by the TOWN no later than forty-five (45) days after improvements are completed. These documents shall show "as-built" locations and design details of such improvements. In addition, "as-built" plans and other required drawings for public improvements shall be submitted by acceptable electronic transfer, AutoCAD™ drawing files (release 14, or later). Failure to provide the required as-built drawings may result in the suspension of development activities by the TOWN including, but not limited to, the issuance of building permits and certificates of occupancy.
- (g) The TOWN shall issue no building permit for the construction of any structure until all the water lines, fire hydrants, sanitary sewer lines (if required), storm sewer facilities (including but not limited to storm sewers, catch basins and stormwater detention ponds) and streets (including but not limited to the curb, gutter and sidewalk, the street with top mat completed, and striping and signing installed) serving such structure have been completed and granted conditional acceptance.
- (h) The above requirements also apply to sewer and water improvements to be inspected and accepted by the appropriate Special District. The DEVELOPER shall obtain conditional acceptance of the improvements in writing and provide a copy of the same to the TOWN.

2.11 Maintenance and Warranty of Improvements. For a two (2) year period, which is the greater of either two (2) years or two (2) winter seasons, from the date of conditional acceptance of any improvements related to the Development, the DEVELOPER shall warrant said improvements and, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or

replacements that, shall become necessary. If within thirty (30) days after the DEVELOPER's receipt of written notice from the TOWN requesting replacement or repairs to the public improvements, the DEVELOPER has not completed such repairs, the TOWN may exercise its rights to secure performance as provided in Section 14.1 of this AGREEMENT.

2.12 Final Acceptance.

- (a) At least thirty (30) days before two (2) years have elapsed from the issuance of conditional acceptance, or as soon thereafter as weather permits, the DEVELOPER shall request a "final acceptance" inspection. The TOWN shall inspect the improvements and shall notify the DEVELOPER in writing of all deficiencies and necessary repairs, if any.
- (b) If there are no deficiencies, and after clear title to on-site and off-site right-of-ways and easements have been transferred to the Town by plat dedication or general or special Warranty Deed, and after all licenses and permits necessary for the development of the SUBDIVISION and obtained by the DEVELOPER have been transferred to the TOWN, the TOWN shall accept streets, right-of-ways and other public ways, easements, open spaces, parks and other lands dedicated on the plat and accept public improvements constructed by the DEVELOPER for ownership and maintenance or administration of maintenance by the TOWN and through the Engineering Department shall issue to the DEVELOPER a letter acknowledging said final acceptance.
- (c) If there are deficiencies of the public improvements, the TOWN shall provide a written notice identifying the deficiencies and the DEVELOPER shall correct all deficiencies at the DEVELOPER's expense. Deficiencies of improvements that are considered in the sole opinion of the Town Engineer to be Major Improvements as defined in Section 1.1(c) shall be subjected to an additional two-year warranty period and shall not be granted final acceptance following the DEVELOPER's correction of the deficiencies. In the event that the warranty period is extended by an additional two years, the letter of credit or other improvement guarantee provided by the DEVELOPER shall be reevaluated for sufficiency by the TOWN, and the guarantee must be extended such that it does not expire during any additional warranty period. Corrections to improvements that are not Major Improvements shall be eligible for final acceptance at the end of the initial two-year warranty period and shall not be subject to an additional warranty period.
- (d) If the DEVELOPER does not correct all deficiencies and make repairs identified in the "final acceptance" inspection to the TOWN's satisfaction

within thirty (30) days after receipt of said notice, weather permitting, the TOWN may exercise its rights to secure performance as is provided in Section 14.1 of this AGREEMENT.

- (e) If any mechanic's liens have been filed with respect to the public improvements, the TOWN may retain all or part of the Improvement Guarantee up to the amount of such liens until said liens have been released by the claimant or discharged by judicial action.
- (f) If the DEVELOPER fails to submit the improvements for the "final acceptance" inspection and obtain the Town's acceptance of the public improvements within two (2) years of the date of the issuance of conditional acceptance, or if any improvements are found not to conform to this AGREEMENT or to applicable TOWN standards and specifications, then the warranty period shall extend on a month to month basis and the DEVELOPER shall be in default of the AGREEMENT and the TOWN may exercise its rights under Section 14.1 of this AGREEMENT.
- (g) The above requirements shall also apply to the sewer and water improvements to be inspected and accepted by the appropriate Special District. The DEVELOPER shall obtain final acceptance of the improvements in writing and provide a copy of the same to the TOWN.

3 PUBLIC USE LAND DEDICATION. Before the issuance of any building permits, the DEVELOPER shall convey to the TOWN those certain lands as described or depicted on the subdivision plat as dedicated to public uses. Said conveyance shall be by General or Special Warranty Deed in form and substance satisfactory to the Town Attorney. The DEVELOPER shall, at the DEVELOPER's expense, furnish a commitment for title insurance on the property at the time of conveyance. The property shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the calendar year of conveyance and thereafter, but subject to all easements, right-of-way, reservations, restrictions, or other title burdens of record, or those easements and rights-of-way that would be readily apparent from a physical inspection. The TOWN shall record all title documents at the DEVELOPER's expense.

4 WATER RIGHTS.

4.1 Water Rights.

- (a) If not transferred to the TOWN at the time of annexation, the DEVELOPER will transfer to the TOWN Colorado Big Thompson water and native water shares to satisfy the water dedication requirement before the issuance of the first building permit for the phase or filing in which the

building permit is requested. The water dedication requirement will be calculated by Town staff per Municipal Code Section 13-2-205.

- (b) The TOWN may require the dedication of water for the irrigation of park and open space. The DEVELOPER shall by Special Warranty Deed acceptable to the TOWN convey to the TOWN native water shares and all non-tributary and not not-tributary groundwater as defined by C.R.S. § 37-90-103, whether adjudicated, unadjudicated, permitted or unpermitted, underlying the property.
- (c) The TOWN and the DEVELOPER agree that the water rights dedications are directly related to and generated by development intended to occur within the SUBDIVISION and that no taking thereby will occur requiring any compensation.

5 WATER IMPROVEMENTS.

5.1 Water Service Availability. The TOWN provides potable water service by an intergovernmental agreement with the Central Weld County Water District. The TOWN does not guarantee the availability of potable water service to the DEVELOPER for any phase of the development from the CWCWD system. Provided that water service availability is confirmed by a TOWN water system analysis at the time the DEVELOPER requests water taps, the TOWN will provide water service to the DEVELOPER.

5.2 Extension of Water Services.

- (a) The DEVELOPER shall install at his sole cost and expense, all the water mains, trunk lines, pumping and storage facilities and appurtenances necessary to provide service from the TOWN's system to the SUBDIVISION pursuant to the TOWN accepted plans, specifications, and as described in "Exhibit B". These extensions may include the oversizing of lines and pumping and storage facilities for future development of adjacent property.
- (b) The DEVELOPER shall install at his sole cost and expense, all the water lines, fire hydrants and appurtenances within the SUBDIVISION. Water lines lying within the dedicated right-of-way and utility easements shall be dedicated to the TOWN after construction.
- (c) Any reimbursements to the DEVELOPER for oversizing of water lines and other water facilities will be as specified by the TOWN.

5.3 Water Connection and Plant Investment Fees.

- (a) Water connection and plant investment fees shall be the current TOWN water connection and plant investment fees at the time that the DEVELOPER receives a building permit for a structure. Water connection and plant investment fees shall be paid when a building permit for a structure is released by the TOWN.
- (b) If the SUBDIVISION is not already in the Northern Colorado Water Conservancy District, the DEVELOPER agrees to petition for inclusion in said District and to the payment of any fees and taxes levied by the District as a condition of said inclusion.
- (c) If the subdivision is not already in the Municipal Subdistrict of the Northern Colorado Water Conservatory District, the DEVELOPER agrees to petition for inclusion in said Subdistrict and to the payment of any fees and taxes levied by the Subdistrict as a condition of said inclusion.

6 SANITARY SEWER SERVICES

6.1 Provision of Sanitary Sewer Service.

- (a) The TOWN provides sewer service by an intergovernmental agreement with the St. Vrain Sanitation District. The DEVELOPER shall comply at the time of development with the District's requirements.
- (b) If the SUBDIVISION is not already in the St. Vrain Sanitation District the DEVELOPER agrees to petition for inclusion in said District and to the payment of any fees and taxes levied by the District as a condition of said inclusion.
- (c) The TOWN shall require proof of purchase of a sewer tap for a building site before the TOWN will issue a building permit for the site.

6.2 Extension of Sanitary Sewer Services.

- (a) The DEVELOPER shall install at his sole cost and expense, all the sewer mains, trunk lines, pumping facilities and appurtenances necessary to provide service from the District's system to the SUBDIVISION pursuant to District accepted plans, specifications, and as described in "Exhibit B". These extensions may include the oversizing of lines and pumping facilities for future development of adjacent property.

- (b) The DEVELOPER shall install at his sole cost and expense, all the sewer lines and appurtenances within the SUBDIVISION. Sewer lines lying within the dedicated right-of-way and non-exclusive utility easements shall be dedicated to District after construction.
- (c) Any reimbursements to the DEVELOPER for oversizing of sewer lines and other sewer facilities will be as specified by the District.

6.3 Sanitary Sewer Service Availability. The TOWN does not warrant the availability of sanitary sewer service to the DEVELOPER for any phase of development. A determination of sanitary sewer service availability by the District shall be made by the District.

6.4 Sanitary Sewer Tap and Plant Investment Fees.

- (a) Sanitary sewer tap and plant investment fees shall be the current District sanitary sewer tap and plant investment fees at the time that the DEVELOPER requests sewer taps.
- (b) The TOWN will require proof of payment of the sewer tap and plant investment fees for a building site before the TOWN will issue a building permit for the site.

7 ELECTRIC SERVICES.

7.1 Provision of Electric Service. The parties agree that the SUBDIVISION will receive electric service from the applicable utility. The DEVELOPER shall comply at the time of development with the utility's requirements for the extension of main feeder lines, internal subdivision distribution systems, service connections and the payment of any system capital investment fees required by the utility to the utility at the time that the DEVELOPER requests electric service. All electric facilities serving the SUBDIVISION and constructed by the DEVELOPER shall be dedicated to the utility prior to final acceptance.

8 DRAINAGE IMPROVEMENTS

8.1 Provision of Storm Water Drainage. It is agreed by the parties that the SUBDIVISION will participate in the storm water drainage system provided by the TOWN. The DEVELOPER shall comply at the time of development with the Town's requirements.

- (a) The DEVELOPER shall construct drainage improvements for the development in accordance with the master drainage plan for the PROPERTY prepared by the DEVELOPER and reviewed and accepted by

the TOWN and the responsible drainage district, if any. These improvements may consist of on-site and off-site improvements, including but not limited to, storm water lines, drainage swales, pumping, detention facilities and storm water treatment facilities. The improvements may include the oversizing of facilities to accommodate future development of adjacent property or to accommodate pass-through of historical flows from adjacent property.

- (b) The DEVELOPER shall install at his sole cost and expense, all the storm water lines, drainage swales, pumping, detention and storm water treatment facilities within the SUBDIVISION. The DEVELOPER shall install at his sole cost and expense, such sedimentation and erosion control measures as are required.
- (c) The DEVELOPER shall install at his sole cost and expense, such groundwater and foundation drainage system as may be required for development of the SUBDIVISION. Operation Maintenance of any such ground water and foundation drainage system shall remain the responsibility of the DEVELOPER until specifically transferred to individual lot owner or an HOA.
- (d) Any reimbursements to the DEVELOPER for oversizing of storm sewer lines and other storm water facilities, or the construction of off-site facilities will be as specified in this MOAPI.

8.2 Master Drainage Plan.

- (a) The DEVELOPER, at his sole expense shall prepare a master drainage plan for the SUBDIVISION. The master drainage plan shall show the location and extent of all drainage system improvements, including but not limited to collection, detention and treatment facilities for on-site storm water and the pass-through of off-site historical storm water flows based on the 100-year storm flows. If the master drainage plan results in changes to drainage affecting other property or facility owners, the TOWN may require the DEVELOPER to obtain written consent from each property or facility owner for the changes before the TOWN will accept the plan.
- (b) Storm water discharges and runoff shall be designed to discharge into the TOWN accepted drainage ways and facilities, and shall, to the maximum extent possible, avoid conveying storm water discharges in irrigation ditches. In the event that storm water discharges into an irrigation ditch, the DEVELOPER shall by separate agreement obtain the written consent of the owner(s) of the irrigation facility to accept said storm water. A copy

of the agreement shall be provided to the TOWN before the TOWN will accept the master drainage plan.

- (c) The master drainage plan shall define the DEVELOPER's responsibility for on-site surface drainage improvements. The master drainage plan shall include construction of facilities to convey, collect and detain storm water and to remove pollutants from it.
- (d) The master drainage plan shall define the DEVELOPER's responsibility for groundwater and foundation drainage improvements, if any. Groundwater and foundation drainage improvements shall not discharge into public storm water facilities or improvements without prior written acceptance by the TOWN. The DEVELOPER shall be responsible for obtaining all state and federal permits that may be required for the discharge of this groundwater to the state waters. Any groundwater drainage system facilities to be located within Town rights-of-way shall require the Town's approval of a License Agreement. The DEVELOPER shall be responsible for ongoing maintenance of all improvements necessary to transport groundwater to a natural drainageway or storm sewer system approved by the TOWN.
- (e) The master drainage plan shall define the DEVELOPER's responsibility for off-site improvements including the oversizing of facilities.
- (f) The TOWN may require the DEVELOPER to update the master drainage plan for the SUBDIVISION for the review of each final plat of a phased project to determine the design, timing, and responsibility for the improvements.

8.3 Drainage Improvement Construction.

- (a) The DEVELOPER shall construct drainage improvements for the PROPERTY in accordance with the Town's Master Drainage Plan and plans and construction specifications accepted by the TOWN and as described in "Exhibit B".
- (b) The DEVELOPER shall so design and construct all storm drainage facilities as to control all stormwater runoff greater than that historically generated from the SUBDIVISION. The DEVELOPER shall not alter historic flows in a way that would adversely affect upstream or downstream properties.
- (c) The DEVELOPER shall construct all improvements in an appropriate sequence to meet the demands that development of the SUBDIVISION

generates. The DEVELOPER shall meet all TOWN standards and specifications in effect at the time of construction.

- 8.4 Overlot Grading of the SUBDIVISION.** DEVELOPER shall initiate no overlot grading until the TOWN issues written acceptance of utility plans unless approved by the Town Engineer. The DEVELOPER shall provide temporary erosion control during overlot grading until the drainage improvements are completed.
- 8.5 Drainage Improvement Completion Before Issuance of Building Permits.** Drainage improvements shall be completed and granted conditional acceptance by the TOWN before the issuance of building permits. Completion of the improvements shall include the certification by a licensed professional engineer that the DEVELOPER has constructed the drainage facilities that serve the development in conformity with the plans reviewed by the TOWN. Any deviation from the accepted plans shall be the responsibility of the DEVELOPER to correct.
- 8.6 Modification of Accepted Drainage Improvements.** Drainage improvements for each lot shall be constructed by the DEVELOPER in accordance with plans Approved by the TOWN. Said plans shall conform to the TOWN's then existing regulations. The DEVELOPER shall furnish copies of accepted plans to subsequent purchasers of lots and record a disclosure with all lots sold that it shall be the responsibility of the fee title holder to maintain the stormwater drainage improvements as constructed. Any changes from the Approved plans with respect to grade elevation, storm drainage facility design, or landscaping that will change, modify, impede or otherwise block the flow of stormwater on or across any private property, that occur as a result of the construction of houses and/or other development of lots, whether by the DEVELOPER or other parties, shall require the acceptance of the TOWN. The TOWN may withhold the issuance of building permits and certificates of occupancy until the TOWN has reviewed and determined that such changes are acceptable for the safe and efficient delivery of storm drainage water.
- 8.7 Storm Water Capital Expansion Fees.** The storm water capital expansion fee shall be the current TOWN storm water capital expansion fees at the time that the DEVELOPER receives a building permit for a structure. Storm water capital expansion fees shall be paid when a building permit for a structure is released by the TOWN.
- 8.8 Areas of Special Flood Hazard.** Construction within a FEMA designated "area of special flood hazard" is prohibited except as may be allowed in accordance with Article 8 of the Frederick Land Use Code. If any portion of the SUBDIVISION lies within an area of special flood hazard, including unmapped areas of special flood hazard, as defined by the Federal Emergency Management

Agency (FEMA), the DEVELOPER is responsible for all the necessary design and the submittal of an application to FEMA for proposed changes to the designation to enable development of the SUBDIVISION within said areas. The TOWN must review and accept any submittal to FEMA before it is submitted to FEMA. FEMA shall approve any change in the area of special flood hazard designation before they will permit the DEVELOPER to undertake development activities within the area affected by the proposed change.

9 TRANSPORTATION FACILITIES

9.1 Off-site and On-site Rights-of-way, Easements, Licenses and Permits.

- (a) For development of the SUBDIVISION to occur, the DEVELOPER may need to acquire certain off-site and on-site rights-of-way, easements, licenses and permits for the construction of off-site and on-site improvements, as identified in the accepted traffic study or future updates to the study. All acquisition costs of off-site and on-site rights-of-way, easements, licenses and permits necessary to serve the SUBDIVISION shall be the DEVELOPER's sole responsibility, subject to reimbursement as detailed in this MOAPI.
- (b) If the DEVELOPER cannot acquire an off-site or on-site easement or rights-of-way necessary to develop the SUBDIVISION, the DEVELOPER may request the TOWN's assistance in getting the easements or rights-of-way. Such assistance by the TOWN shall be in compliance with Colorado law authorizing the TOWN's use of eminent domain. The DEVELOPER shall advance to the TOWN all acquisition costs, including any court costs and attorneys' fees, the TOWN may incur in providing assistance.

9.2 On-site and Off-site Transportation Improvements. For full development of the SUBDIVISION to occur, certain on-site and off-site transportation improvements, as identified in the accepted traffic study, may be necessary. The DEVELOPER shall construct the improvements in a sequence acceptable to the TOWN to meet the demands that development of each phase of the SUBDIVISION will generate. The DEVELOPER shall follow all applicable provisions and standards of the Frederick Municipal Code. The DEVELOPER agrees to construct or contribute to the construction of all on-site and off-site transportation improvements to accommodate transportation needs that each phase of the SUBDIVISION development will generate.

9.3 On-site and Off-site Arterial Street Improvements and Arterial Intersection Improvements. The DEVELOPER's construction of on-site and off-site arterial street improvements and arterial intersection improvements in excess of the cost

of a collector street and collector street intersection, excluding on-site rights-of-way and site-specific improvements, will be subject to reimbursement by benefitted property as specified in this MOAPI.

- 9.4 On-site Transportation Improvements.** The DEVELOPER is solely responsible for construction of all transportation improvements to accommodate development of the SUBDIVISION that do not directly benefit other properties. The TOWN will not provide for reimbursement to the DEVELOPER for these expenses.
- 9.5 Street Improvements.** For the purposes of this AGREEMENT, “street improvements” shall be defined to include, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, traffic calming features, underground utilities, sidewalks, bicycle and pedestrian paths, traffic signs, street lighting, street name signs, landscaping, irrigation systems and drainage improvements. Street improvements other than curbs, gutters, sidewalks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. All street improvements shall be constructed and installed pursuant to TOWN accepted plans, specifications, and as detailed in “Exhibit B”.
- 9.6 Road Impact Fees.** The road impact fee shall be the current TOWN road impact fees at the time that the DEVELOPER receives a building permit for a structure. Road impact fees shall be paid when a building permit for a structure is released by the TOWN.
- 9.7 Street Signs, Traffic Signs and Striping.** The DEVELOPER will install the striping, street name signs, stop signs, speed limit signs and other regulatory signs on all internal streets and on those off-site streets as determined appropriate by the TOWN. The DEVELOPER shall install signs and striping in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.
- 9.8 Street Lights.** The DEVELOPER will install all required street lighting and underground electrical supply.
- 9.9 School Bus Shelters.** The DEVELOPER will install at his sole cost and expense appropriately designed pedestrian shelters at school bus stops within the development. The location of the shelters shall be decided in cooperation with the School District. School bus shelters shall be owned and maintained by the Homeowners Association.

9.10 Mail Boxes. The DEVELOPER shall coordinate with the U.S. Postal Service and bear the cost of installing cluster mailboxes for the subdivision.

10 PARKS AND OPENSACE

10.1 Park and Open Space Improvements.

- (a) **Park Master Plan.** Park and open space improvements for the development shall be designed by a professional park planner employed by the DEVELOPER, or by the TOWN at the DEVELOPER's sole cost, and constructed in accordance with the resulting master plan accepted by the TOWN (and the Carbon Valley Recreation District, if the park and/or open space is to be dedicated to the District) and as detailed in "Exhibit B". These improvements may include but not be limited to, the development of passive use open spaces and active use parks and open space and playgrounds.
- (b) The DEVELOPER shall construct, develop and install at his sole cost and expense, all landscaping, irrigation systems, ballfields, courts, skate parks, playgrounds, picnic shelters, restrooms, nature observation stations, trails and walkways within the SUBDIVISION in accordance with the master park plan.
- (c) Any reimbursements to the DEVELOPER for the construction of facilities to be shared by other developments will be as specified in this MOAPI.

11 FIRE PROTECTION FACILITIES. The DEVELOPER shall be solely responsible for installing all fire hydrants and other fire protection facilities in the SUBDIVISION and on its perimeter as may be required by the Frederick-Firestone Fire Protection District.

12 LANDSCAPING.

12.1 Public and Private Landscape Improvements.

- (a) **Public Landscaping Improvements.** The DEVELOPER shall employ a qualified landscape planner or architect to design landscape improvements for public lands and rights-of-way within the development. The DEVELOPER shall construct landscape improvements as required in the landscape and irrigation plans reviewed and accepted by the TOWN and as detailed in "Exhibit B".
- (b) **Private Landscaping Improvements.** For private landscape improvements, the DEVELOPER shall furnish a final landscape plan to

the TOWN for review and acceptance before installation of landscape improvements.

13 DEVELOPMENT REQUIREMENTS AND EXACTIONS NOT A TAKINGS.

The TOWN and the DEVELOPER agreed that in all instances the requirements and exactions contained in this agreement are directly related to and generated by the development intended to occur within the SUBDIVISION and that no takings thereby will occur requiring any compensation.

14 MISCELLANEOUS TERMS

14.1 Breach of AGREEMENT, Default. In the event that the DEVELOPER should fail to timely comply with any of the terms, conditions, covenants and undertakings of this AGREEMENT, the TOWN in its sole discretion may declare the DEVELOPER in default and after giving thirty (30) days written notice may call the security provided in Section 1.12 and exercise all other remedies available to the TOWN. The TOWN may withhold any additional building permits, certificates of occupancy, or provision of new utilities, fixtures or services until the completion of the improvements. Any cost incurred by the TOWN including, but not limited to, administrative costs and reasonable attorneys' fees, in pursuit of any remedies due to the breach by the DEVELOPER shall be paid by the DEVELOPER. The TOWN may deduct these costs from the Improvement Guarantee. Failure to timely complete construction of improvements that is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the DEVELOPER'S control shall not be considered a breach of the AGREEMENT.

14.2 Reimbursement to TOWN. The TOWN may complete construction, repairs, replacements, or other work for the DEVELOPER pursuant to Sections 1.8, 1.9, 1.10, or 14.1 of this AGREEMENT with funds other than the Improvement Guarantee, in which event the DEVELOPER shall reimburse the TOWN within thirty (30) days after receipt of written demand and supporting documentation from the TOWN. If the DEVELOPER fails to so reimburse TOWN, then the DEVELOPER shall be in default of the AGREEMENT and the TOWN may exercise its rights under Section 14.1 of this AGREEMENT.

14.3 Access to Public Street Required for Building Permit. The TOWN shall issue no building permits for any structure located more than five hundred feet from a single point of access.

14.4 Indemnification and Release of Liability.

(a) **General Liability.** The DEVELOPER agrees to indemnify and hold harmless the TOWN, its officers, employees, agents, and servants, and to

pay any judgments rendered against said persons because of any suit, action, or claim caused by, arising from, or due to acts or omissions by the DEVELOPER, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the TOWN and said persons their reasonable expenses, including, but not limited to, reasonable attorneys' fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that the DEVELOPER's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the TOWN or conformance with requirements imposed by the TOWN. Said obligation of the DEVELOPER shall be limited to suits, actions or claims based upon conduct before "final acceptance" by the TOWN of the construction work. The DEVELOPER acknowledges that the TOWN's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and that no specific relationship with, or duty of care to, the DEVELOPER or third party is assumed by such review or approval.

- (b) **Drainage Liability.** The DEVELOPER shall indemnify and hold harmless the TOWN for any liability the latter may have or account of any change in the nature, direction, quantity, or quality of historical drainage flow resulting from the development of this PROPERTY or from the construction of streets or storm sewers therein. In addition, the DEVELOPER promises to reimburse the TOWN for any costs including, but not limited to, reasonable attorneys' fees, which the TOWN incurs in acquiring or condemning any rights-of-way or easements that the DEVELOPER requires the TOWN to acquire or condemn, or which the TOWN is held to have acquired or condemned for drainage, because of the development of this PROPERTY.

14.5 Governmental Immunities Act. The TOWN is relying on, and does not waive or intend to waive by any provision of this AGREEMENT, the monetary limitations or any rights, immunities and protection provided by the Colorado Governmental Immunities Act (C.R.S. 24-10-101 et seq.) as from time to time amended, or otherwise available to the TOWN, its officers, agents, employees, attorneys, engineers, planners, indemnifiers and insurers.

14.6 Recording of AGREEMENT. This AGREEMENT shall be recorded with the Weld County Clerk and Recorder and shall be a covenant running with the land herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. The DEVELOPER shall include on the final plat a "plat note" noting the existence of the AGREEMENT and its attached Exhibits by reference to its reception number as recorded by the Weld

County Clerk and Recorder. All recording fees shall be paid by the DEVELOPER. The TOWN shall retain the recorded AGREEMENT.

14.7 Binding Effect of AGREEMENT. This AGREEMENT shall run with the land included within the SUBDIVISION and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

14.8 Assignment, Delegation and Notice. DEVELOPER shall provide to the TOWN for approval, written notice of any proposed transfer of title to any portion of the Development and of the AGREEMENT obligations to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. DEVELOPER and successor shall, until written TOWN approval of the proposed transfer of title and delegation of obligations, be jointly and severally liable for the obligations of DEVELOPER under this AGREEMENT.

EXCEPTION: The DEVELOPER may sell individual developed lots, commercial lots or single units in a multi-family development without the TOWN's approval.

14.9 Modification and Waiver. No modification of the terms of this AGREEMENT shall be valid unless in writing and executed with the same formality as this AGREEMENT, and no waiver of the breach of the provisions of any section of this AGREEMENT shall be construed as a waiver of any subsequent breach of the same section or any other sections that are contained herein.

14.10 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

TOWN:

Town of Frederick
c/o Town Manager
P.O. Box 435
Frederick, Colorado 80530

DEVELOPER:

Justin Wells
VP, Forward Planning and Land
Development
6430 S. Fiddlers Green Cir., Suite 450
Greenwood Village, CO 80111
jwells@risewellhomes.com

With copy to:
Town of Frederick
c/o Town Clerk
P.O. Box 435
Frederick, Colorado 80530

With a copy to:
Jeff McGovern, Division President
6430 S. Fiddlers Green Circle, Suite
450
Greenwood Village, CO 80111
jmcgovern@risewell.com

Or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformity with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

- 14.11 Force Majeure.** Whenever an agreed upon deadline requires the DEVELOPER to complete construction, maintenance, repair, or replacement of improvements, said deadline shall be extended for a reasonable time if the performance cannot be completed in a timely manner due to Acts of God, or other circumstances constituting force majeure, or circumstances beyond the reasonable control of the DEVELOPER.
- 14.12 Approvals or Acceptance.** Whenever approval or acceptance of a matter is required or requested of the TOWN pursuant to any provisions of this AGREEMENT, the TOWN shall act reasonably in responding to such matter.
- 14.13 Previous Agreements.** All previous written and recorded agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation Agreement, shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this AGREEMENT, then this AGREEMENT controls.
- 14.14 Title and Authority.** The DEVELOPER warrants to the TOWN that it is the record owner for the property within the Development or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter this AGREEMENT.
- 14.15 Severability.** This AGREEMENT is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of the DEVELOPER or any agent thereof, any provision of the AGREEMENT is held to violate municipal, state, or federal laws and thereby rendered unenforceable, the TOWN, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

14.16 Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

14.17 Choice of Law and Venue. This AGREEMENT is to be governed and construed according to the laws of the State of Colorado. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State courts located in the County of Weld, State of Colorado. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State courts located in the County of Weld, State of Colorado shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date first set forth above.

TOWN OF FREDERICK

By _____
Tracie Crites, Mayor

ATTEST:

By _____
Tricia David, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as Mayor and _____ as Town Clerk of the Town of Frederick.

My commission expires:

Witness my hand and official seal.

Notary Public

[SEAL]

DEVELOPER:

LANDSEA HOMES OF COLORADO LLC, a DELAWARE LIMITED LIABILITY
COMPANY

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
, 20____, by _____ (signatory's name) as _____
(position/title) of _____, a Delaware limited liability company.

My commission expires:

Witness my hand and official seal.

Notary Public

[SEAL]

EXHIBIT A

MAP, LEGAL DESCRIPTION AND DEVELOPMENT PHASE MAP

PRELIMINARY AND FINAL PLAT
PENROSE PLACE FILING NO. 1

A RESUBDIVISION OF OUTLOTS A AND B, SAVANNAH SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 5

TOTAL AREA = 558,641 SQ. FT., OR 12.82 ACRES, MORE OR LESS / 110 LOTS

CERTIFICATE OF OWNERSHIP AND DEDICATION:

THE UNDERSIGNED CERTIFIES TO AND FOR THE BENEFIT OF THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO, THAT AS OF THE DATE SET FORTH BELOW AND THE DATE OF RECORDING OF THIS DOCUMENT, THE UNDERSIGNED CONSTITUTE ALL OF THE OWNERS OF THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, THAT THE UNDERSIGNED HAVE GOOD RIGHT AND FULL POWER TO CONVEY, ENCUMBER AND SUBDIVIDE SAME, AND THAT THE PROPERTY IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, EASEMENTS AND RIGHTS— OF—WAY EXCEPT THE EASEMENTS AND RIGHTS—OF—WAY DEPICTED ON THIS PLAT, AND THE LIENS HELD BY OTHER SIGNATORIES TO THIS DOCUMENT. IN THE EVENT OF A DEFECT IN SAID TITLE WHICH BREACHES THE WARRANTIES IN THIS CERTIFICATE, THE UNDERSIGNED, JOINTLY AND SEVERALLY, AGREE(S) TO REMEDY SUCH DEFECT UPON DEMAND BY WELD COUNTY, WHICH REMEDY SHALL NOT BE DEEMED EXCLUSIVE.

KNOW ALL MEN BY THESE PRESENTS THAT WEJ LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF CERTAIN LANDS IN THE TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

OUTLOT A AND OUTLOT B, SAVANNAH SUBDIVISION, RECORDED IN THE RECORDS OF WELD COUNTY ON SEPTEMBER 20, 2001 AT RECEPTION NO. 2885062, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32 TO BEAR NORTH 89°51'00" EAST, A DISTANCE OF 2624.09 FEET BETWEEN A FOUND #6 REBAR WITH 3–1/4" ALUMINUM CAP IN RANGE BOX MARKED "MCRAE + SHORT INC., T2N, R67W, S31, S32, S6, S5, T1N, R67W, 1995, LS 7242" AT THE SOUTHWEST CORNER OF SECTION 32 AND A FOUND #6 REBAR WITH 2–1/2" ALUMINUM CAP MARKED "ALBERS DREXEL POHLY, T2N, R67W, S32, S5, T1N, 1998, PLS 24305" AT THE SOUTH QUARTER CORNER OF SAID SECTION 32, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 THENCE ALONG THE WEST LINE OF SAID SECTION 32 NORTH 00°28'47" EAST, A DISTANCE OF 111.59 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°51'00" EAST, A DISTANCE OF 131.40 FEET TO A SOUTHWESTERLY CORNER OF OUTLOT A, SAVANNAH SUBDIVISION; AND THE POINT OF BEGINNING; THENCE ALONG THE EXTERIOR BOUNDARY OF OUTLOT A AND OUTLOT B OF SAID SAVANNAH SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES:

- 1) NORTH 44°50'00" WEST, A DISTANCE OF 100.41 FEET;
- 2) THENCE NORTH 00°28'47" EAST, A DISTANCE OF 426.49 FEET;
- 3) THENCE NORTH 45°28'47" EAST, A DISTANCE OF 35.36 FEET;
- 4) THENCE SOUTH 89°31'13" EAST, A DISTANCE OF 225.65 FEET TO A POINT OF CURVATURE;
- 5) THENCE 222.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00 FEET, AN INCLUDED ANGLE OF 59°17'23" AND SUBTENDED BY A CHORD BEARING SOUTH 59°52'31" EAST, A DISTANCE OF 212.69 FEET TO A POINT OF REVERSE CURVATURE;
- 6) THENCE 284.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, AN INCLUDED ANGLE OF 60°20'02" AND SUBTENDED BY A CHORD BEARING SOUTH 60°23'51" EAST, A DISTANCE OF 271.36 FEET;
- 7) THENCE NORTH 89°26'08" EAST, A DISTANCE OF 894.56 FEET;
- 8) THENCE NORTH 85°12'12" EAST, A DISTANCE OF 21.80 FEET;
- 9) THENCE SOUTH 08°15'37" EAST, A DISTANCE OF 154.95 FEET TO A POINT OF CURVATURE;
- 10) THENCE 140.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 405.53 FEET, AN INCLUDED ANGLE OF 19°52'14" AND SUBTENDED BY A CHORD BEARING SOUTH 18°11'46" EAST, A DISTANCE OF 139.94 FEET;
- 11) THENCE SOUTH 89°51'00" WEST, A DISTANCE OF 1585.73 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 558,641 SQ. FT. OR 12.82 ACRES, MORE OR LESS;

HAVE BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS, OUTLOTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF PENROSE PLACE FILING NO. 1, AND DO HEREBY DEDICATE TO THE TOWN OF FREDERICK, ITS SUCCESSORS AND ASSIGNS FOREVER SUCH PUBLIC STREETS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, IN FEE—SIMPLE ABSOLUTE, AND DO HEREBY DEDICATE TO THE TOWN OF FREDERICK AND APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES, THE EASEMENTS SHOWN HEREON FOR THE PURPOSES STATED.

THE ENTITIES NAMED ON THE EASEMENT, OR RESPONSIBLE FOR THE SERVICES AND/OR UTILITIES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR THE PURPOSES NAMED ON THE EASEMENT OR FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES.

THE SIGNATURE OF ANY REPRESENTATIVE OF ANY PARTNERSHIP OR CORPORATE ENTITY INDICATES THAT ALL REQUIRED PARTNERSHIP OR CORPORATE APPROVALS HAVE BEEN OBTAINED.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____ A.D., 20_____.

OWNER: WEJ LIMITED LIABILITY COMPANY

STATE OF COLORADO)
) SS
COUNTY OF)

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY KEITH A JENKINS, ACTING IN HIS CAPACITY AS REGISTERED AGENT OF WEJ LIMITED LIABILITY COMPANY, THIS_____ DAY OF _____, 20____.

WITNESS MY HAND AND SEAL _____
MY COMMISSION EXPIRES _____

NOTARY PUBLIC



Vicinity Map
SCALE: 1"=2,000'

SHEET INDEX:

- SHEET 1 – COVER SHEET
- SHEET 2 – BOUNDARY INFORMATION
- SHEET 3 – LOT DETAIL
- SHEET 4 – LOT DETAIL
- SHEET 5 – PARCEL DATA TABLES

PLANNING COMMISSION CERTIFICATE OF APPROVAL:

APPROVED BY THE FREDERICK PLANNING COMMISSION WITH PLANNING COMMISSION RESOLUTION 20____-_____ THIS _____ DAY OF _____, 20_____.

CHAIRMAN

PLANNING COMMISSION SECRETARY

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES:

THE FINAL PLAT MAP OF THE PENROSE PLACE FILING NO. 1 IS APPROVED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF FREDERICK, COLORADO, HELD ON _____, 20_____. THE DEDICATIONS OF PUBLIC STREETS, PUBLIC RIGHTS—OF—WAY, PUBLIC EASEMENTS AND OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USES AS SHOWN HEREON, SUCH OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES SHOWN ARE HEREBY ACCEPTED. ALL CONDITIONS, TERMS, AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS, AND ASSIGNS.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING OF STREETS, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, AND WALKWAYS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND OTHER IMPROVEMENTS THAT MAY BE REQUIRED TO SERVICE THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNER(S) AND NOT THE TOWN. THE CONSTRUCTION OF IMPROVEMENTS BENEFITING THE SUBDIVISION AND THE ASSUMPTION OF MAINTENANCE RESPONSIBILITY FOR SAID IMPROVEMENTS BY THE TOWN OR OTHER ENTITIES SHALL BE SUBJECT TO A SEPARATE MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS.

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

MAYOR

ATTEST:

TOWN CLERK

PROJECT CONTACT LIST:

DEVELOPER/APPLICANT
LANDSEA HOMES
11080 CIRCLE POINT RD, SUITE 340
WESTMINSTER, CO 80020
CONTACT: JOEY REALE
(970) 821–7286

CIVIL ENGINEER
ENERTIA CONSULTING GROUP, LLC
1515 MARKET STREET
DENVER, CO 80202
CONTACT: RICK HAGMAYER, PE
(609)234–5502

LAND OWNER
WEJ LIMITED LIABILITY COMPANY
1555 ROCKMONT CIRCLE
BOULDER, CO 80305

LANDSCAPE ARCHITECT
NORRIS DESIGN
1101 BANNOCK ST, DENVER, CO 80204
CONTACT: SAVANAH BENEDICK–WELCH
(303) 892–1166

SURVEY
FLATIRONs, INC.
655 FOURTH AVE
LONGMONT, CO 80501
(303) 776–1733

LAND USE TABLE			
PARCEL	SQ. FT.	ACRES	USE
OUTLOT A	9,784	0.225	OPEN SPACE, PEDESTRIAN ACCESS AND DRAINAGE EASEMENT
OUTLOT B	1,596	0.037	LANDSCAPED AREA
OUTLOT C	149,168	3.424	OPEN SPACE AND PEDESTRIAN ACCESS & 30' GATEWAY LANDSCAPE BUFFER
OUTLOT D	1,540	0.035	PEDESTRIAN ACCESS & LANDSCAPING
OUTLOT E	89,833	2.062	PRIVATE RIGHT OF WAY, UTILITY, DRAINAGE, ACCESS AND EMERGENCY ACCESS EASEMENT, SAINT VRAIN SANITARY SEWER EASEMENT (TO BE DEDICATED BY SEPARATE INSTRUMENT)
OUTLOT F	3,242	0.074	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT & LANDSCAPED AREA
OUTLOT G	46,032	1.057	PEDESTRIAN ACCESS AND DRAINAGE EASEMENT & LANDSCAPED AREA
OUTLOT H	4,011	0.092	PEDESTRIAN ACCESS, DESIGNATED PARKING & LANDSCAPING, UTILITY AND EMERGENCY ACCESS EASEMENT
OUTLOT I	2,040	0.047	PEDESTRIAN ACCESS, DESIGNATED PARKING & LANDSCAPING
OUTLOT J	1,541	0.035	PEDESTRIAN ACCESS, DESIGNATED PARKING & LANDSCAPING, UTILITY EASEMENT
OUTLOT K	2,527	0.058	PEDESTRIAN ACCESS, DESIGNATED PARKING & LANDSCAPING, UTILITY EASEMENT
OUTLOT L	5,035	0.116	PEDESTRIAN ACCESS, DESIGNATED PARKING & LANDSCAPING
OUTLOT M	1,838	0.042	PEDESTRIAN ACCESS, DESIGNATED PARKING, UTILITY EASEMENT & LANDSCAPING
OUTLOTS TOTAL	318,187	7.304	
LOTS (110)	240,436	5.520	
R.O.W.	18	0.000	RIGHT-OF-WAY DEDICATED BY PLAT
TOTAL	558,641	12.82	

OPEN SPACE LABELED ON THIS PLAT IS LANDSCAPED AREA TO MEET TOWN SUBDIVISION REQUIREMENTS AND IS NOT OPEN SPACE DEDICATED TO THE TOWN.

LOT TYPE BY BLOCK	
BLOCK	LOT TYPE
1	SINGLE FAMILY LOTS
2	SINGLE FAMILY LOTS
3	SINGLE FAMILY LOTS
4	DUPLEX LOTS
5	DUPLEX LOTS
6	DUPLEX LOTS
7	DUPLEX LOTS

PLAT NOTES

1. LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER ABC2528252–4, DATED SEPTEMBER 16, 2024 AT 5:00 P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS—OF—WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS FINAL PLAT IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
4. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF NORTH 89°51'00" EAST, A DISTANCE OF 2624.09 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, T2N, R67W OF THE 6TH P.M., BETWEEN A FOUND #6 REBAR WITH 3–1/4" ALUMINUM CAP IN RANGE BOX MARKED "MCRAE + SHORT INC., T2N, R67W, S31, S32, S6, S5, T1N, R67W, 1995, LS 7242" AT THE SOUTHWEST CORNER OF SECTION 32 AND A FOUND #6 REBAR WITH 2–1/2" ALUMINUM CAP MARKED "ALBERS DREXEL POHLY, T2N, R67W, S32, S5, T1N, 1998, PLS 24305" AT THE SOUTH QUARTER CORNER OF SAID SECTION 32 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18–4–508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER–SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.
6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
7. THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
8. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 558,641 SQ. FT. OR 12.82 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.

DATE	REVISION	REVISION COMMENTS
1/22/2025	1	REUSE PER TOWN COMMENTS
3/11/2025	2	REUSE PER TOWN COMMENTS
6/10/2025	3	REVISED PER TOWN COMMENTS
6/10/2025	4	REVISED PER TOWN COMMENTS
6/14/2025	5	REVISED PER TOWN COMMENT
9/24/2025	6	REVISED LOT TYPE TABLE
11/19/2025	7	
	8	
	9	

PRELIMINARY AND FINAL PLAT
PENROSE PLACE FILING NO. 1

Flatiron, Inc.
Land Surveying Services
www.FlatironInc.com
3825 IRIS AVE., SUITE 395
BOULDER, CO 80301
(303) 443–7001

7000 N. BROADWAY,
SUITE 209
DENVER, CO 80221
(303) 936–6997



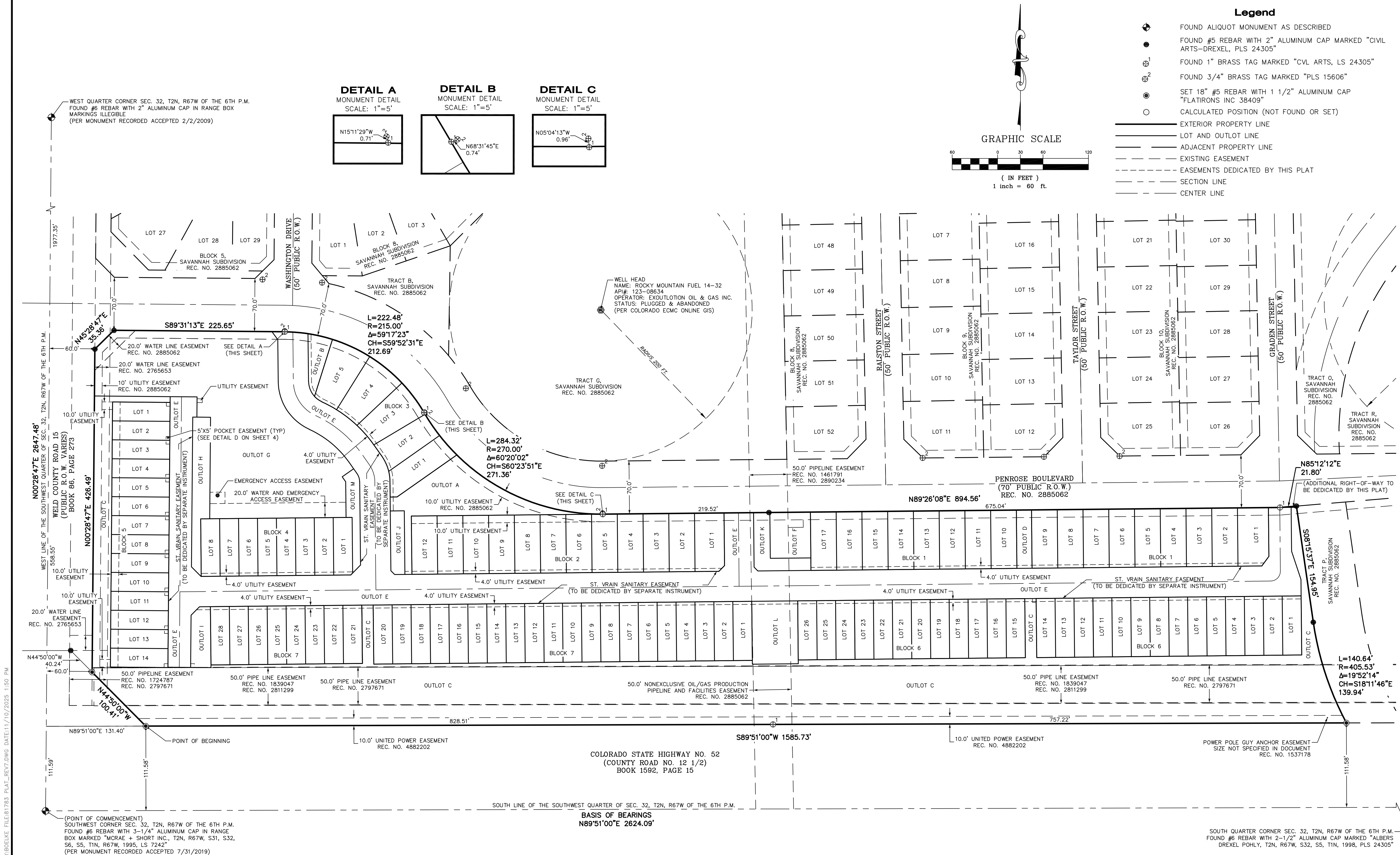
DRAFT
WORKING COPY ONLY
ONLY FINAL VERSION
WILL HAVE STAMP
AND SIGNATURE

JOB NUMBER:
24–81,783
DATE:
10–28–2024
DRAWN BY:
B. OELKE
CHECKED BY:
EP/JJK

SHEET 1 OF 5

PENROSE PLACE FILING NO. 1

SHEET 2 OF 5



	REVISION	DATE
1	REVISED PER TOWN COMMENTS	1/22/2025 B. OELKE
2	REVISED PER TOWN COMMENTS	3/17/2025 B. OELKE
3	REVISED PER TOWN COMMENTS	6/7/2025 B. OELKE
4	REVISED PER CLIENT COMMENTS	7/20/2025 B. OELKE
5	REVISED PER TOWN COMMENT	8/14/2025 B. OELKE
6	REVISED PER TOWN COMMENT	9/24/2025 B. OELKE
7	ADDED LOT TYPE TABLE	11/10/2025 B. OELKE
8		
9		

PRELIMINARY AND FINAL PLAT
PENROSE PLACE FILING NO. 1

Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com

3825 IRIS AVE., SUITE 395
GOLDEN, CO 80301
(303) 443-7001

655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733

7000 N. BROADWAY, SUITE 209
DENVER, CO 80221
(303) 936-6987



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WILL HAVE STAMP
AND SIGNATURE

JOB NUMBER:
24-81,783

DATE:
0-28-2024

DRAWN BY:
B. OELKE

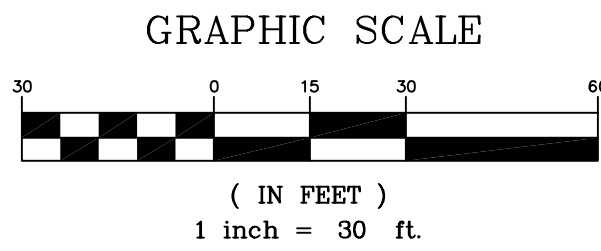
CHECKED BY:
EP/JJK

SHEET 2 OF 5

PRELIMINARY AND FINAL PLAT
PENROSE PLACE FILING NO. 1

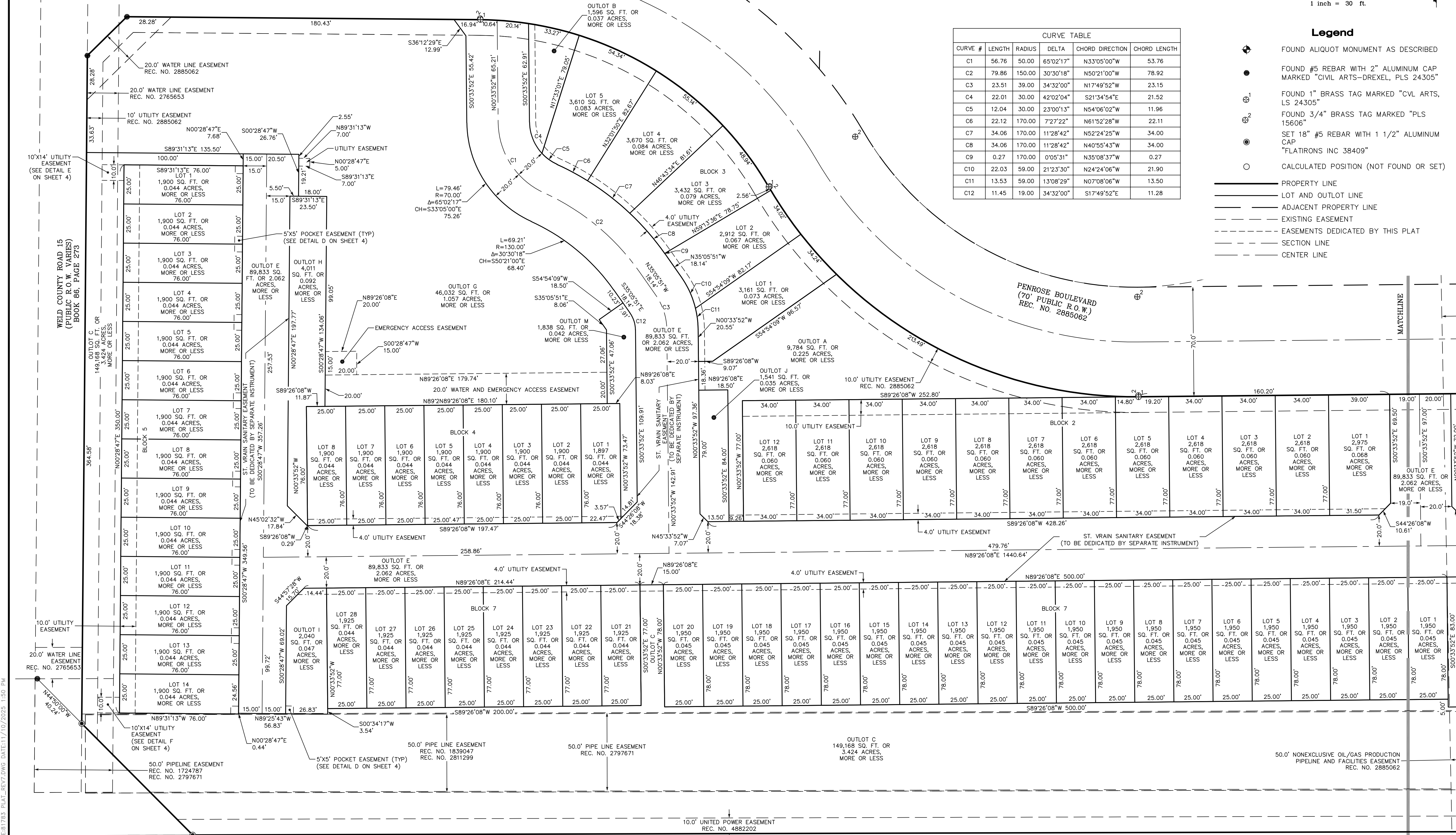
A RESUBDIVISION OF OUTLOTS A AND B, SAVANNAH SUBDIVISION, LOCATED IN THE SOUTHWEST
QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

SHEET 3 OF 5



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	56.76	50.00	65°02'17"	N33°05'00"W	53.76
C2	79.86	150.00	30°30'18"	N50°21'00"W	78.92
C3	23.51	39.00	34°32'00"	N17°49'52"W	23.15
C4	22.01	30.00	42°02'04"	S21°34'54"E	21.52
C5	12.04	30.00	23°00'13"	N54°06'02"W	11.96
C6	22.12	170.00	7°27'22"	N61°52'28"W	22.11
C7	34.06	170.00	11°28'42"	N52°24'25"W	34.00
C8	34.06	170.00	11°28'42"	N40°55'43"W	34.00
C9	0.27	170.00	0°05'31"	N35°08'37"W	0.27
C10	22.03	59.00	21°23'30"	N24°24'06"W	21.90
C11	13.53	59.00	13°08'29"	N07°08'06"W	13.50
C12	11.45	19.00	34°32'00"	S17°49'52"E	11.28

- Legend**
- FOUND ALIQUOT MONUMENT AS DESCRIBED
 - FOUND #5 REBAR WITH 2" ALUMINUM CAP MARKED "CIVIL ARTS-DREXEL, PLS 24305"
 - FOUND 1" BRASS TAG MARKED "CIVIL ARTS, LS 24305"
 - FOUND 3/4" BRASS TAG MARKED "PLS 15606"
 - SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRON INC 38409"
 - CALCULATED POSITION (NOT FOUND OR SET)
 - PROPERTY LINE
 - LOT AND OUTLOT LINE
 - ADJACENT PROPERTY LINE
 - EXISTING EASEMENT
 - EASEMENTS DEDICATED BY THIS PLAT
 - SECTION LINE
 - CENTER LINE



REVISION

1	REVISED PER TOWN COMMENTS	1/22/2025	B. OELKE
2	REVISED PER TOWN COMMENTS	3/11/2025	B. OELKE
3	REVISED PER TOWN COMMENTS	6/10/2025	B. OELKE
4	REVISED PER TOWN COMMENTS	6/10/2025	B. OELKE
5	REVISED PER TOWN COMMENT	8/14/2025	B. OELKE
6	REVISED PER TOWN COMMENT	9/24/2025	B. OELKE
7	ADDED LOT TYPE TABLE	11/19/2025	B. OELKE

PRELIMINARY AND FINAL PLAT
PENROSE PLACE FILING NO. 1

Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com
3825 IRIS AVE., SUITE 395
BOULDER, CO 80301
(303) 443-7001

7000 N. BROADWAY,
SUITE 209
DENVER, CO 80221
(303) 776-1733
(303) 936-6997

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AND SIGNATURE

JOB NUMBER:
24-81,783
DATE:
10-28-2024
DRAWN BY:
B. OELKE
CHECKED BY:
EP/JJK

SHEET 3 OF 5

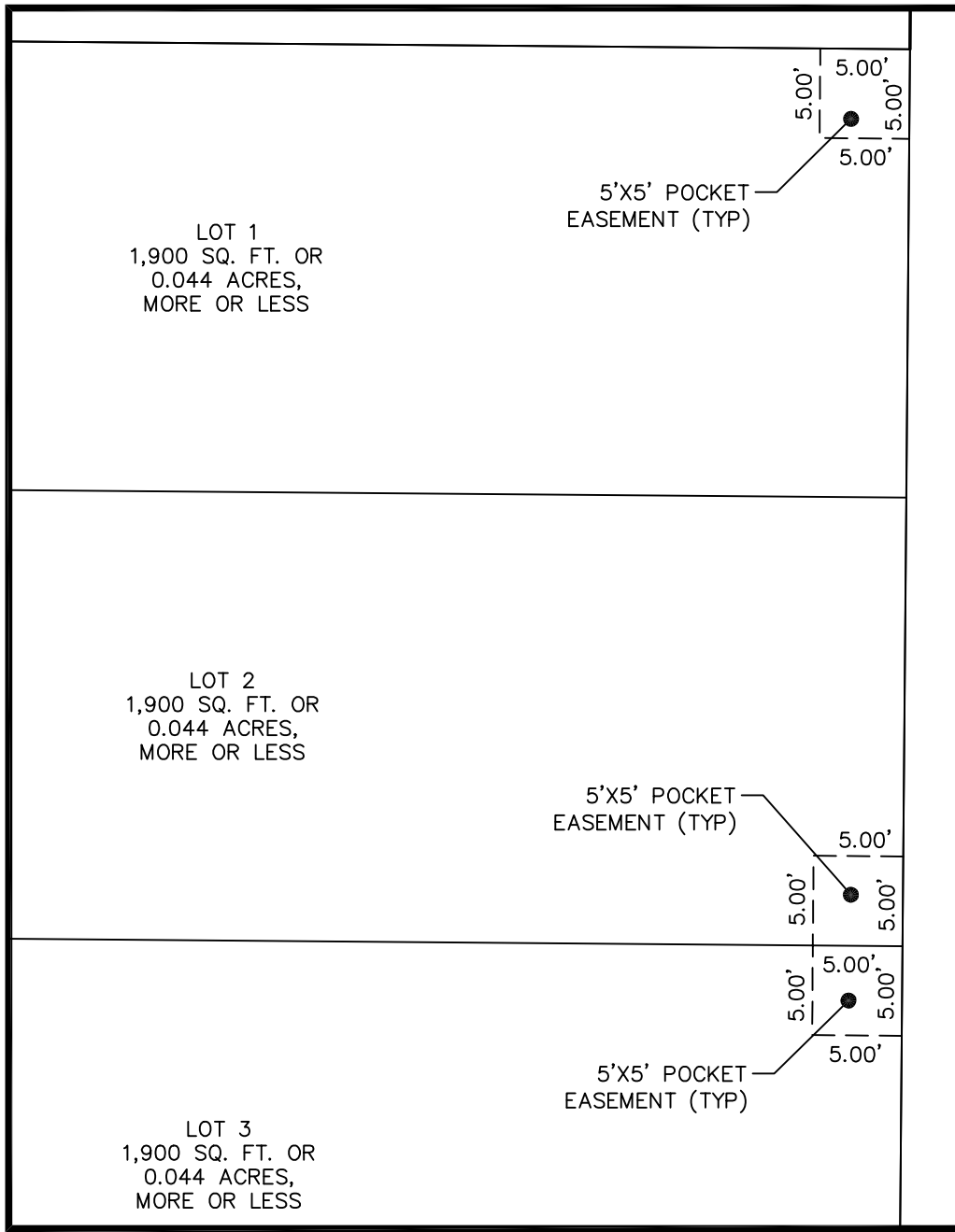
PRELIMINARY AND FINAL PLAT

A RESUBDIVISION OF OUTLOTS A AND B, SAVANNAH SUBDIVISION, LOCATED IN THE SOUTHWEST
QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

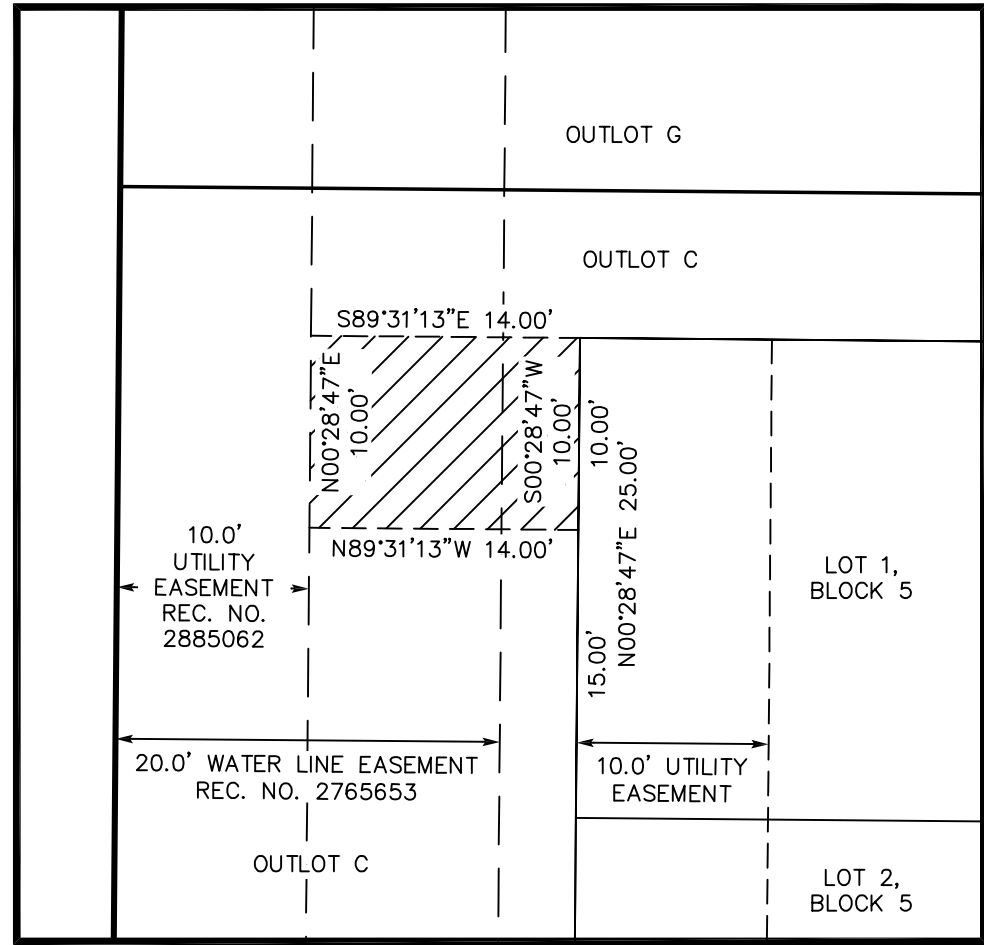
SHEET 4 OF 5

DETAIL D

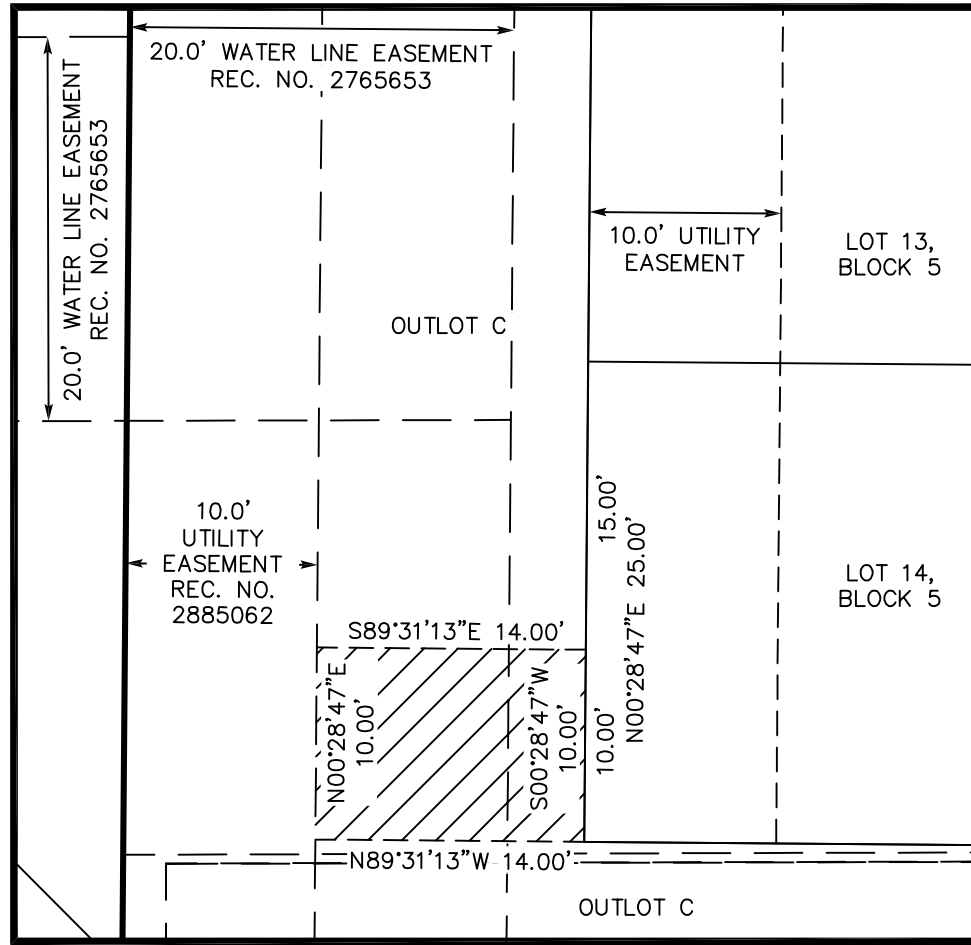
TYPICAL POCKET EASEMENT DETAIL
SCALE: 1"=10'



DETAIL E
UTILITY EASEMENT DETAIL
SCALE: 1"=10'



DETAIL F
UTILITY EASEMENT DETAIL
SCALE: 1"=10'

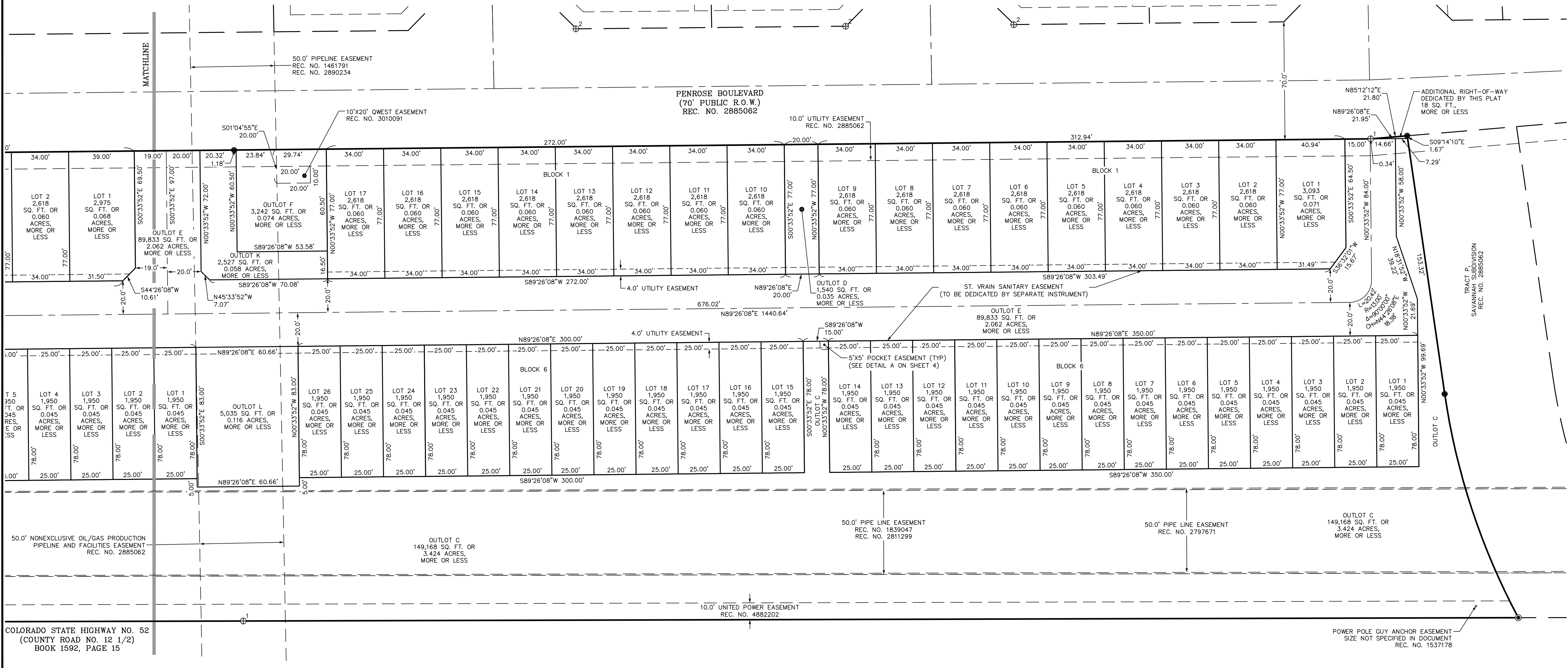


Legend

- | | |
|---|---|
|  | FOUND ALIQUOT MONUMENT AS DESCRIBED |
|  | FOUND #5 REBAR WITH 2" ALUMINUM CAP MARKED "CIVIL ARTS-DREXEL, PLS 24305" |
|  | FOUND 1" BRASS TAG MARKED "CVL ARTS, LS 24305" |
|  | FOUND 3/4" BRASS TAG MARKED "PLS 15606" |
|  | SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRON INC 36409" |
|  | CALCULATED POSITION (NOT FOUND OR SET) |
|  | PROPERTY LINE |
|  | LOT AND OUTLOT LINE |
|  | ADJACENT PROPERTY LINE |
|  | EXISTING EASEMENT |
|  | EASEMENTS DEDICATED BY THIS PLAT |
|  | SECTION LINE |
|  | CENTER LINE |

GRAPHIC SCAL

(IN FEET)
1 inch = 30 ft



PRELIMINARY AND FINAL PLAT

PENROSE PLACE FILING NO. 1

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(SEAL)

JOB NUMBER:

DATE: _____

DRAWN BY:

CHECKED BY:

SHEET 4 OF 5

PRELIMINARY AND FINAL PLAT

PENROSE PLACE FILING NO. 1

A RESUBDIVISION OF OUTLOTS A AND B, SAVANNAH SUBDIVISION, LOCATED IN THE SOUTHWEST
QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO

SHEET 5 OF 5

Parcel Table			
Parcel NO.	BLOCK	LOT	Area
1	BLOCK 1	LOT 1	3093 SQ. FT. 0.07 ACRE, MORE OR LESS
2	BLOCK 1	LOT 2	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
3	BLOCK 1	LOT 3	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
4	BLOCK 1	LOT 4	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
5	BLOCK 1	LOT 5	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
6	BLOCK 1	LOT 6	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
7	BLOCK 1	LOT 7	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
8	BLOCK 1	LOT 8	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
9	BLOCK 1	LOT 9	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
10	BLOCK 1	LOT 10	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
11	BLOCK 1	LOT 11	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
12	BLOCK 1	LOT 12	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
13	BLOCK 1	LOT 13	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
14	BLOCK 1	LOT 14	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
15	BLOCK 1	LOT 15	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
16	BLOCK 1	LOT 16	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
17	BLOCK 1	LOT 17	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
18	BLOCK 2	LOT 1	2975 SQ. FT. 0.07 ACRE, MORE OR LESS
19	BLOCK 2	LOT 2	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
20	BLOCK 2	LOT 3	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
21	BLOCK 2	LOT 4	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
22	BLOCK 2	LOT 5	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
23	BLOCK 2	LOT 6	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
24	BLOCK 2	LOT 7	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
25	BLOCK 2	LOT 8	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
26	BLOCK 2	LOT 9	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
27	BLOCK 2	LOT 10	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
28	BLOCK 2	LOT 11	2618 SQ. FT. 0.06 ACRE, MORE OR LESS

Parcel Table			
Parcel NO.	BLOCK	LOT	Area
29	BLOCK 2	LOT 12	2618 SQ. FT. 0.06 ACRE, MORE OR LESS
30	BLOCK 3	LOT 1	3161 SQ. FT. 0.07 ACRE, MORE OR LESS
31	BLOCK 3	LOT 2	2912 SQ. FT. 0.07 ACRE, MORE OR LESS
32	BLOCK 3	LOT 3	3432 SQ. FT. 0.08 ACRE, MORE OR LESS
33	BLOCK 3	LOT 4	3670 SQ. FT. 0.08 ACRE, MORE OR LESS
34	BLOCK 3	LOT 5	3610 SQ. FT. 0.08 ACRE, MORE OR LESS
35	BLOCK 4	LOT 1	1897 SQ. FT. 0.04 ACRE, MORE OR LESS
36	BLOCK 4	LOT 2	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
37	BLOCK 4	LOT 3	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
38	BLOCK 4	LOT 4	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
39	BLOCK 4	LOT 5	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
40	BLOCK 4	LOT 6	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
41	BLOCK 4	LOT 7	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
42	BLOCK 4	LOT 8	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
43	BLOCK 5	LOT 1	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
44	BLOCK 5	LOT 2	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
45	BLOCK 5	LOT 3	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
46	BLOCK 5	LOT 4	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
47	BLOCK 5	LOT 5	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
48	BLOCK 5	LOT 6	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
49	BLOCK 5	LOT 7	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
50	BLOCK 5	LOT 8	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
51	BLOCK 5	LOT 9	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
52	BLOCK 5	LOT 10	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
53	BLOCK 5	LOT 11	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
54	BLOCK 5	LOT 12	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
55	BLOCK 5	LOT 13	1900 SQ. FT. 0.04 ACRE, MORE OR LESS
56	BLOCK 5	LOT 14	1900 SQ. FT. 0.04 ACRE, MORE OR LESS

Parcel Table			
Parcel NO.	BLOCK	LOT	Area
57	BLOCK 6	LOT 1	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
58	BLOCK 6	LOT 2	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
59	BLOCK 6	LOT 3	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
60	BLOCK 6	LOT 4	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
61	BLOCK 6	LOT 5	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
62	BLOCK 6	LOT 6	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
63	BLOCK 6	LOT 7	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
64	BLOCK 6	LOT 8	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
65	BLOCK 6	LOT 9	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
66	BLOCK 6	LOT 10	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
67	BLOCK 6	LOT 11	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
68	BLOCK 6	LOT 12	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
69	BLOCK 6	LOT 13	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
70	BLOCK 6	LOT 14	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
71	BLOCK 6	LOT 15	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
72	BLOCK 6	LOT 16	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
73	BLOCK 6	LOT 17	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
74	BLOCK 6	LOT 18	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
75	BLOCK 6	LOT 19	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
76	BLOCK 6	LOT 20	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
77	BLOCK 6	LOT 21	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
78	BLOCK 6	LOT 22	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
79	BLOCK 6	LOT 23	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
80	BLOCK 6	LOT 24	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
81	BLOCK 6	LOT 25	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
82	BLOCK 6	LOT 26	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
83	BLOCK 7	LOT 1	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
84	BLOCK 7	LOT 2	1950 SQ. FT. 0.04 ACRE, MORE OR LESS

Parcel Table			
Parcel NO.	BLOCK	LOT	Area
85	BLOCK 7	LOT 3	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
86	BLOCK 7	LOT 4	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
87	BLOCK 7	LOT 5	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
88	BLOCK 7	LOT 6	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
89	BLOCK 7	LOT 7	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
90	BLOCK 7	LOT 8	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
91	BLOCK 7	LOT 9	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
92	BLOCK 7	LOT 10	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
93	BLOCK 7	LOT 11	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
94	BLOCK 7	LOT 12	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
95	BLOCK 7	LOT 13	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
96	BLOCK 7	LOT 14	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
97	BLOCK 7	LOT 15	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
98	BLOCK 7	LOT 16	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
99	BLOCK 7	LOT 17	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
100	BLOCK 7	LOT 18	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
101	BLOCK 7	LOT 19	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
102	BLOCK 7	LOT 20	1950 SQ. FT. 0.04 ACRE, MORE OR LESS
103	BLOCK 7	LOT 21	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
104	BLOCK 7	LOT 22	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
105	BLOCK 7	LOT 23	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
106	BLOCK 7	LOT 24	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
107	BLOCK 7	LOT 25	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
108	BLOCK 7	LOT 26	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
109	BLOCK 7	LOT 27	1925 SQ. FT. 0.04 ACRE, MORE OR LESS
110	BLOCK 7	LOT 28	1925 SQ. FT. 0.04 ACRE, MORE OR LESS

BY:BOELKE FILE:81783 PLAT_REV7.DWG DATE:11/10/2025 1:50 PM

REVISION	DATE
1 - REVISED PER TOWN COMMENTS	- 1/22/2025 B. OELKE
2 - REVISED PER TOWN COMMENTS	- 3/11/2025 B. OELKE
3 - REVISED PER TOWN COMMENTS	- 6/2/2025 B. OELKE
4 - REVISED PER TOWN COMMENTS	- 6/10/2025 B. OELKE
5 - REVISED PER TOWN COMMENT	- 8/14/2025 B. OELKE
6 - REVISED PER TOWN COMMENT	- 9/24/2025 B. OELKE
7 - ADDED LOT TYPE TABLE	- 11/19/2025 B. OELKE
8 -	
9 -	

PRELIMINARY AND FINAL PLAT

PENROSE PLACE FILING NO. 1



Flatirons, Inc.
Land Surveying Services
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JOB NUMBER:
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10-28-2024
DRAWN BY:
B. OELKE
CHECKED BY:
EP/JJK

SHEET 5 OF 5

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EXHIBIT A-2

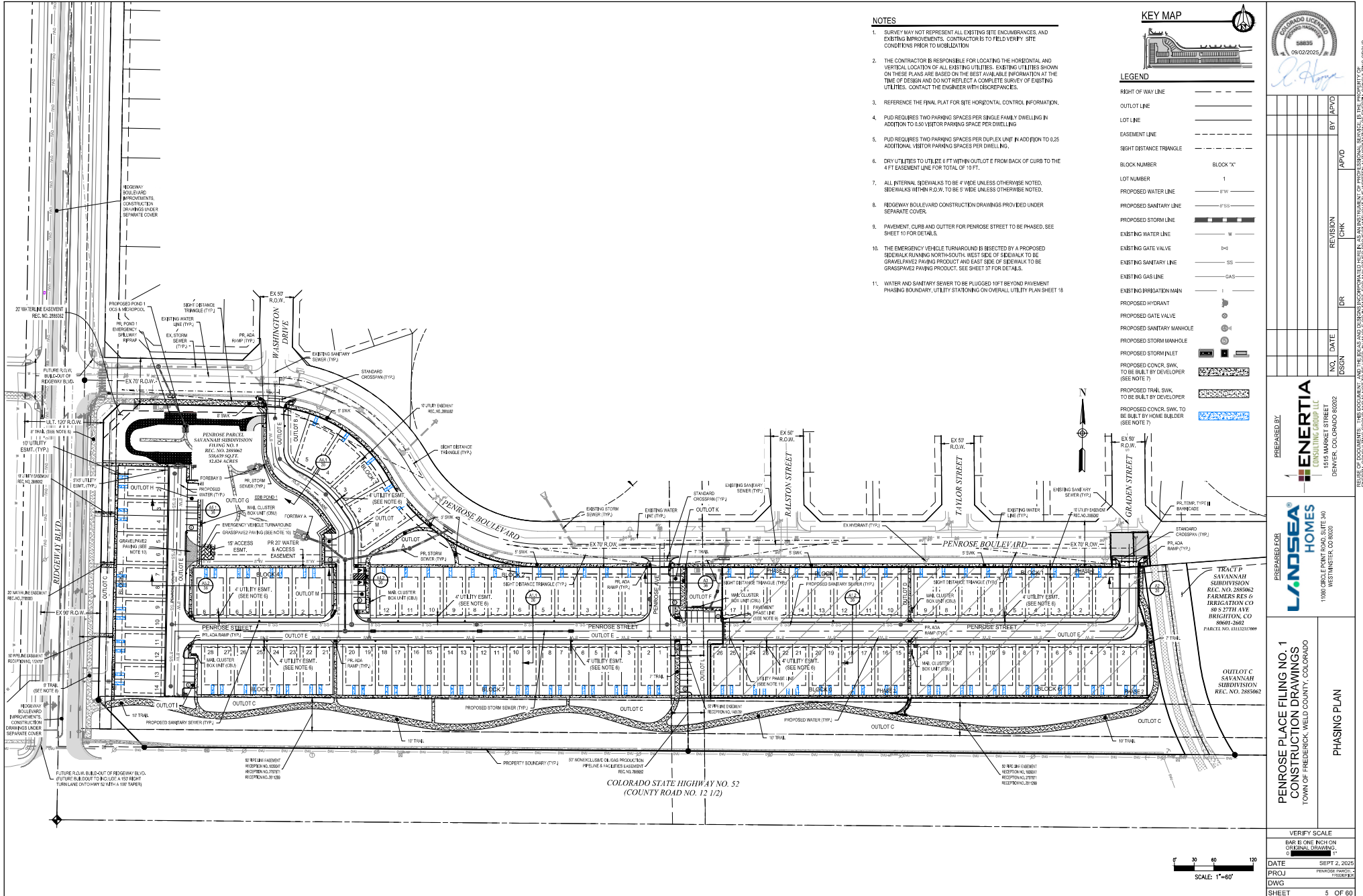


EXHIBIT B
PUBLIC IMPROVEMENTS TO BE CONSTRUCTED
AND ENGINEER'S OPINION OF PROBABLE COSTS

Landsea Homes



OPINION OF PROBABLE COST

PROJECT NAME:	<i>Penrose Place</i>	DATE:	NOVEMBER 22, 2024
TOWN:	<i>Frederick, CO</i>	CREATED BY:	RH
		CHECKED BY:	RH
		REVISED BY:	

A. EXCAVATION				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
CLEARING AND GRUBBING	ACRE	12.82	\$900.00	\$11,541.60
UNCLASSIFIED EXCAVATION	CY	9,483	\$7.50	\$71,122.50
EROSION CONTROL	BUILDINGS	72	\$1,100.00	\$79,200.00
SILT FENCE	LF	2,258	\$2.25	\$5,080.50
VTC	EA	1	\$1,500.00	\$1,500.00
STAGING AREA	SF	5,400	\$5.00	\$27,000.00
SUB - TOTAL EXCAVATION				\$195,444.60

B. SANITARY SEWER SYSTEM				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
8" SDR-35 P.V.C. PIPE (0'-10' DEEP)	LF	2,163	\$90.00	\$194,670.00
4" SERVICE LINES	EA	110	\$2,700.00	\$297,000.00
4' DIAMETER MANHOLE	EA	11	\$8,800.00	\$96,800.00
5' DIAMETER MANHOLE	EA	1	\$13,500.00	\$13,500.00
TRENCH SAFETY	LF	2,163	\$2.50	\$5,407.50
TESTING (EXCLUDING GEOTECH)	LF	2,163	\$8.00	\$17,304.00
SUB - TOTAL SANITARY SEWER SYSTEM				\$624,681.50

PROJECT NAME:	<i>Penrose Place</i>	DATE:	NOVEMBER 22, 2024
TOWN:	<i>Frederick, CO</i>	CREATED BY:	RH
		CHECKED BY:	RH
		REVISED BY:	

C. STORM SEWER SYSTEM				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
15" R.C.P.	LF	399	\$91.00	\$36,309.00
18" R.C.P.	LF	226	\$110.00	\$24,860.00
24" R.C.P.	LF	335	\$150.00	\$50,250.00
10' INLET	EA	2	\$13,000.00	\$26,000.00
15' INLET	EA	3	\$17,900.00	\$53,700.00
CDOT TYPE 'D' INLET (TRAFFIC RATED)	EA	4	\$13,100.00	\$52,400.00
CDOT TYPE 'C' INLET (STANDARD)	EA	1	\$7,200.00	\$7,200.00
TRICKLE CHANNEL	SF	428	\$40.00	\$17,100.00
INLET PROTECTION	EA	10	\$300.00	\$3,000.00
4' STORM SEWER MANHOLE	EA	1	\$5,500.00	\$5,500.00
5' STORM SEWER MANHOLE	EA	3	\$7,200.00	\$21,600.00
CONNECT TO EXISTING STORM LINE	EA	2	\$1,200.00	\$2,400.00
12" GROUTED ROCK RIP-RAP	SY	135	\$125.00	\$16,861.11
POND FOREBAY AND OUTLET STRUCTURE	EA	2	\$45,000.00	\$90,000.00
CUSTOM POND OUTFALL STRUCTURE	EA	1	\$40,000.00	\$40,000.00
POND ACCESS	SY	155	\$25.00	\$3,875.00
REMOVE AND REPLACE TRICKLE CHANNEL	LF	136	\$120.00	\$16,320.00
R & R ASPHALT PAVEMENT	SY	102	\$750.00	\$76,241.67
TRENCH SAFETY	LF	960	\$2.50	\$2,400.00
SUB - TOTAL STORM SEWER SYSTEM				\$546,016.78

PROJECT NAME:	<i>Penrose Place</i>	DATE:	NOVEMBER 22, 2024
TOWN:	<i>Frederick, CO</i>	CREATED BY:	RH
		CHECKED BY:	RH
		REVISED BY:	

D. WATER DISTRIBUTION SYSTEM				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
8" P.V.C. WATERLINE	LF	2,606	\$75.00	\$195,450.00
8" GATE VALVE & BOX	EA	17	\$3,100.00	\$52,700.00
8" X 8" CUT IN TEE	EA	1	\$4,500.00	\$4,500.00
CONNECT TO EXISTING WATER STUB	EA	1	\$3,750.00	\$3,750.00
FIRE HYDRANT ASSEMBLY	EA	5	\$11,300.00	\$56,500.00
3/4" SINGLE WATER SERVICE	EA	110	\$3,200.00	\$352,000.00
1.5" IRRIGATION WATER SERVICE	EA	1	\$5,500.00	\$5,500.00
R & R CONCRETE PAVEMENT	SY	10	\$750.00	\$7,500.00
TRENCH SAFETY	LF	2,606	\$2.50	\$6,515.00
TESTING (EXCLUDING GEOTECH)	LF	2,606	\$8.00	\$20,848.00
SUB - TOTAL WATER DISTRIBUTION SYSTEM				\$705,263.00

E. STREET & ALLEY PAVING				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
CONCRETE ALLEY PAVEMENT	SY	9,019	\$62.00	\$559,184.89
3.5" ASPHALT PAVEMENT (PENROSE)	SY	24	\$51.00	\$1,201.33
7" SUBBASE (AGG BASE COURSE)	SY	26	\$21.00	\$544.13
2" MIL AND OVERLAY	SY	119	\$64.00	\$7,616.00
6" SUBGRADE PREPARATION	SY	8,451	\$4.00	\$33,803.11
CONCRETE SIDEWALK	SF	40,304	\$7.50	\$302,280.00
HANDICAP RAMPS	EA	20	\$2,100.00	\$42,000.00
STREET BARRICADE	EA	1	\$1,400.00	\$1,400.00
SAWCUT & REMOVE EXISTING CURB	LF	120	\$65.00	\$7,800.00
CONCRETE CROSS PAN	EA	3	\$4,600.00	\$13,800.00
SIDEWALK CHASE	EA	2	\$2,200.00	\$4,400.00
BOLLARD	EA	8	\$300.00	\$2,400.00
TRAFFIC HANDLING	MO	2	\$30,000.00	\$60,000.00
SUB - TOTAL STREET AND ALLEY PAVING				\$1,036,429.47

PROJECT NAME:	<i>Penrose Place</i>	DATE:	NOVEMBER 22, 2024
TOWN:	<i>Frederick, CO</i>	CREATED BY:	RH
		CHECKED BY:	RH
		REVISED BY:	

F. RIDGEWAY BLVD - SOUTH OF PENROSE - SOUTHBOUND RIGHT TURN LANE				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
STOP SIGN	EA	1	\$450.00	\$450.00
EX SIGN RELOCATION	EA	1	\$150.00	\$150.00
FO UTILITY BOX RELOCATION	EA	3	\$5,000.00	\$15,000.00
SAWCUT	LF	585	\$20.00	\$11,700.00
8" SUBBASE (AGG BASE COURSE)	SY	569	\$24.00	\$13,656.00
6.5" ASPHALT	SY	569	\$80.00	\$45,520.00
2" MIL AND OVERLAY	SY	130	\$64.00	\$8,320.00
18" R.C.P.	LF	56	\$110.00	\$6,160.00
18" FES	EA	2	\$5,000.00	\$10,000.00
REMOVE AND REPLACE EX GRAVEL ROAD	SY	24	\$24.00	\$576.00
REMOVE EX 56 LF 18" RCP AND TWO (2) FES	LS	1	\$5,000.00	\$5,000.00
ROADSIDE DITCH	LF	552	\$5.10	\$2,815.20
STRIPING	LS	1	\$5,000.00	\$5,000.00
SUB - RIDGEWAY BLVD - SOUTH OF PENROSE - SOUTHBOUND RIGHT TURN LANE				\$124,347.20

G. RIDGEWAY BLVD - SOUTH OF PENROSE - NORTHBOUND THORUGH LANE				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
EX SIGN RELOCATION	EA	2	\$150.00	\$300.00
LIGHT POLE	EA	2	\$5,000.00	\$10,000.00
PR SIGNS	EA	2	\$450.00	\$900.00
HANDICAP RAMP	EA	1	\$3,500.00	\$3,500.00
8' WIDE SIDEWALK (TRAIL)	LF	28	\$52.00	\$1,456.00
HIKE AND BIKE STRIPING & PAVEMENT MARKIN	LS	1	\$1,000.00	\$1,000.00
2' CATCH CURB AND GUTTER	LF	267	\$45.00	\$12,015.00
SAWCUT	LF	533	\$20.00	\$10,660.00
2" MIL AND OVERLAY	SY	1,026	\$64.00	\$65,664.00
8" SUBBASE (AGG BASE COURSE)	SY	502	\$24.00	\$12,048.00
6.5" ASPHALT	SY	502	\$80.00	\$40,160.00
STRIPING	LS	1	\$5,000.00	\$5,000.00
SUB - RIDGEWAY BLVD - SOUTH OF PENROSE - NORTHBOUND THORUGH LANE				\$162,703.00

PROJECT NAME:	<i>Penrose Place</i>	DATE:	NOVEMBER 22, 2024
TOWN:	<i>Frederick, CO</i>	CREATED BY:	RH
		CHECKED BY:	RH
		REVISED BY:	

H. RIDGEWAY BLVD - SOUTH OF PENROSE - NORTHBOUND RIGHT-TURN LANE				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
EX SIGN RELOCATION	EA	1	\$150.00	\$150.00
LIGH POLE	EA	1	\$5,000.00	\$5,000.00
PR SIGNS	EA	2	\$450.00	\$900.00
HANDICAP RAMP	EA	2	\$3,500.00	\$7,000.00
14" x 23" HECF	LF	47	\$275.00	\$12,925.00
18" RCP	LF	13	\$110.00	\$1,430.00
15' INLET	EA	1	\$17,900.00	\$17,900.00
CDOT TYPE 13 INLET (TRAFFIC RATED)	EA	1	\$13,100.00	\$13,100.00
4' STORM MANHOLE	EA	1	\$3,750.00	\$3,750.00
8' WIDE SIDEWALK (TRAIL)	LF	545	\$52.00	\$28,340.00
5' WIDE SIDEWALK	LF	42	\$32.40	\$1,360.80
SAWCUT	LF	102	\$20.00	\$2,040.00
2" MIL AND OVERLAY	SY	220	\$64.00	\$14,080.00
8" SUBBASE (AGG BASE COURSE)	SY	541	\$24.00	\$12,984.00
6.5" ASPHALT	SY	541	\$80.00	\$43,280.00
STRIPING	LS	1	\$5,000.00	\$5,000.00
SUB - RIDGEWAY BLVD - SOUTH OF PENROSE - NORTHBOUND RIGHT-TURN LANE				\$169,239.80

I. RIDGEWAY BLVD - NORTH OF PENROSE				
<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>ITEM COST</i>
8" SUBBASE (AGG BASE COURSE)	SY	1,098	\$24.00	\$26,352.00
6.5" ASPHALT	SY	1,098	\$80.00	\$87,840.00
SAWCUT	LF	966	\$20.00	\$19,320.00
2" MIL AND OVERLAY	SY	221	\$64.00	\$14,144.00
ROADSIDE DITCH	LF	958	\$5.10	\$4,885.80
OHE POLE RELOCATION	EA	1	\$5,000.00	\$5,000.00
FO UTILITY BOX RELOCATION	EA	1	\$5,000.00	\$5,000.00
STRIPING	LS	1	\$5,000.00	\$5,000.00
SUB - RIDGEWAY BLVD - NORTH OF PENROSE				\$167,541.80

PROJECT NAME:	Penrose Place	DATE:	NOVEMBER 22, 2024
TOWN:	Frederick, CO	CREATED BY:	RH
		CHECKED BY:	RH
		REVISED BY:	

J. MISCELLANEOUS ITEMS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
STREET SIGNS	EA	6	\$500.00	\$3,000.00
STOP SIGNS (AND STOP BARS)	EA	9	\$650.00	\$5,850.00
HANDICAP PARKING SIGN	EA	2	\$450.00	\$900.00
FIRE LANE SIGNS	EA	30	\$450.00	\$13,500.00
PARKING & HANDICAP STRIPING	LF	712	\$4.00	\$2,848.00
CURB STOP	EA	2	\$500.00	\$1,000.00
LANDSCAPE	LS	1	\$1,200,000.00	\$1,200,000.00
WATER - INDOOR	EA	110	\$21,666.67	\$2,383,333.33
WATER - OUTDOOR	EA	8	\$65,000.00	\$520,000.00
SUB - TOTAL MISCELLANEOUS ITEMS				\$4,130,431.33

PROJECT NAME:	<i>Penrose Place</i>	DATE:	NOVEMBER 22, 2024
TOWN:	<i>Frederick, CO</i>	CREATED BY:	RH
		CHECKED BY:	RH
		REVISED BY:	

SUMMARY

A. EXCAVATION	\$195,444.60
B. SANITARY SEWER SYSTEM	\$624,681.50
C. STORM SEWER SYSTEM	\$546,016.78
D. WATER DISTRIBUTION SYSTEM	\$705,263.00
E. STREET AND ALLEY PAVING	\$1,036,429.47
F. RIDGEWAY BLVD - SOUTH OF PENROSE - SOUTHBOUND RIGHT TURN LANE	\$124,347.20
G. RIDGEWAY BLVD - SOUTH OF PENROSE - NORTHBOUND THORUGH LANE	\$162,703.00
H. RIDGEWAY BLVD - SOUTH OF PENROSE - NORTHBOUND RIGHT-TURN LANE	\$169,239.80
I. RIDGEWAY BLVD - NORTH OF PENROSE	\$167,541.80
J. MISCELLANEOUS ITEMS	\$4,130,431.33

SUB-TOTAL: \$7,862,098.48

CONTINGENCIES: 20% \$1,572,419.70

TOTAL CONSTRUCTION COSTS: **\$9,434,518.17**

EXHIBIT C

(Sample)
(BANK LETTERHEAD)

FORM OF IRREVOCABLE LETTER OF CREDIT
(ON BANK LETTERHEAD, INDICATING NAME OF BANK AND ADDRESS)

Date

RE: LETTER OF CREDIT NUMBER: _____

ISSUANCE DATE: _____

EXPIRATION DATE: _____

BENEFICIARY: Town of Frederick
P.O. Box 435
Frederick, CO 80530
Attention: Town Manager and
Town Attorney

APPLICANT: _____

PROJECT NAME (AND PHASE, IF APPLICABLE): _____

TYPE OF IMPROVEMENTS: _____

LETTER OF CREDIT AMOUNT: _____

Dear _____:

We hereby authorize you to draw on the [name of bank], for the account of [name of developer], whose address is _____, up to an aggregate amount of _____ in US dollars (US \$ _____), available by your draft or drafts at sight to guarantee the installation and completion of improvements required by [development agreement, etc.] ("agreement" or "requirement") for [project name and phase], dated _____, 20____, between the Town of Frederick ("Town") and [developer] ("Developer").

The sole condition for payment of and draft drawn against this letter of credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Town Manager, Town Engineer, Director of Public Works, or designee, that Developer is in default of Developer's obligations pursuant to the agreement or requirement referenced above.

We hereby agree with the drawers, endorsers, and bona fide holders of drafts drawn under and in accordance with the terms of this letter of credit that the same shall be duly honored and paid upon presentation at our office on or before the expiration date of _____, 20____.

This letter of credit shall be automatically renewed or extended without amendment for additional periods of one year from the expiration date unless we notify you in writing at least 60 days prior to such expiration date that we elect not to renew this letter of credit.

This letter of credit is governed by the laws the State of Colorado, and venue and jurisdiction for any court actions concerning this letter of credit shall be in the District Court of the County of Weld, State of Colorado.

Signed this _____ day of _____, 20____, on behalf of

[Name of financial institution]

[Name and title of authorized agent]
AUTHORIZED SIGNATURE

EXHIBIT D

MEMORANDUM OF UNDERSTANDING CONCERNING REIMBURSEMENT FOR OVERSIZING PUBLIC IMPROVEMENTS

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the TOWN of Frederick, a Colorado municipal corporation, whose address is P.O. Box 435, Frederick, Colorado (“TOWN”), and [DEVELOPER], a Colorado [...], whose address is [...] (“DEVELOPER”).

WHEREAS, DEVELOPER owns certain real property situated within the TOWN known as [PROPERTY] (“Subdivision” or “Development”); and

WHEREAS, pursuant to the Memorandum of Agreement for Public Improvements (“MOAPI”) dated _____ between the TOWN and DEVELOPER, DEVELOPER has been required to provide at his sole expense, certain public improvements in conjunction with the development of said property, and

WHEREAS, certain undeveloped realty which is in the TOWN or which may be annexed to the TOWN, and not owned by the DEVELOPER, is so situated that upon anticipated subsequent development, the subsequent developer will directly benefit from the aforesaid public improvements provided by the DEVELOPER; and

WHEREAS, the TOWN is willing to lend its good offices in endeavoring to assist the DEVELOPER in the recoupment of reasonable expenses attributable to the benefit of the public improvements obtained by such subsequent developer at the time of development.

NOW, THEREFORE, it is the understanding of the parties that they will do and perform as follows:

- 1. Reimbursement for Public Improvements.** The parties hereby agree that the DEVELOPER shall be entitled to recover a portion of his expenses under the MOAPI from subsequent development that uses capacity in facilities provided by the DEVELOPER. The recovery allowed shall be in direct proportion to the amount of capacity in the facilities used by the subsequent development. The DEVELOPER shall provide the TOWN with a signed statement of reimbursement charges from a qualified engineer, accompanied by supporting documentation, setting a dollar amount per measurable unit to be charged subsequent developers for their proportional share of the total capacity in the facilities. The reimbursement charge is subject to approval by the TOWN and is determined by the division of the total cost of the facility by the total number of measurable units of capacity (gallons, dwelling units, trips generated, acreage, square footage, etc.) in the facility. The engineer’s statement of reimbursement charges

shall be attached to this Agreement and incorporated therein. The DEVELOPER may recover for only that portion of the facilities that are used by a subsequent developer.

2. **Notice of Claim for Reimbursement by Subsequent Developer.** Upon written notification by DEVELOPER to the TOWN of a claim for reimbursement from a subsequent developer of property benefited by said public improvements, TOWN agrees to require reimbursement from the subsequent developer as a condition of final development approval, along with interest at the legal rate then provided. Notice of the claim for reimbursement must be received by the TOWN during the initiation of subsequent development, i.e. upon application for annexation or platting. The DEVELOPER's claim for reimbursement is forfeited if written notice is received by the TOWN after final action is taken on the subsequent development.
3. **Time Limit for Reimbursement Eligibility.** Reimbursement from subsequent developers shall be limited to those developments which receive annexation or final plat approval within twenty (20) years of the date of this Agreement. Reimbursement from subsequent developers for street improvements shall reduce by half after ten (10) years from the date of Conditional Acceptance by the Town.
4. **No Financial Commitment by TOWN.** Nothing in this Memorandum shall be construed as a commitment of financial liability to the DEVELOPER to otherwise require collection or payment of the amount claimed for reimbursement through participation of a subsequent developer, the TOWN is merely engaging to extend its good offices to facilitate an equitable resolution in achieving fair participation in public improvement costs.
5. **Attorney Fees.** In the event that any party finds it necessary to retain an attorney in connection with a default by another as to any of the provisions contained in this Agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement.
6. **Binding Effect.** This Agreement shall bind and extend to the heirs, representatives, successors and assigns of the parties.
7. **Whole Agreement.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein this Agreement may be enforced in any court of competent jurisdiction.

TOWN OF FREDERICK	DEVELOPER
By: Mayor	By: Title:
ATTEST:	
By: Town Clerk	

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
, 20____, by _____ as Mayor and _____ as Town Clerk
of the Town of Frederick.

My commission expires:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
, 20____, by _____ as Mayor and _____ as Town Clerk
of the Town of Frederick.

My commission expires:

Witness my hand and official seal.

Notary Public

EXHIBIT E

MEMORANDUM OF UNDERSTANDING CONCERNING REIMBURSEMENT FOR OVERSIZING PUBLIC IMPROVEMENTS BY OTHERS

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between (enter name of developer of the public improvements), a Colorado (enter the type of corporation), whose address is (enter the full address of developer of the public improvements) (“Party of the First Part”), and (enter name of subsequent developer), a Colorado (enter the type of corporation), whose address is (enter the full address of subsequent developer) (“Party of the Second Part”).

WHEREAS, Party of the Second Part owns certain real property situated within the TOWN known as (enter the name of the subdivision or PUD) (“Subdivision” or “Development”); and

WHEREAS, pursuant to the Memorandum of Agreement for Public Improvements (“MOAPI”) dated (enter the date the MOAPI) between the Town of Frederick and Party of the First Part, the Party of the First Part has been required to provide at his sole expense, certain public improvements in conjunction with the development of his property, and

WHEREAS, the Party of the Second Part owns certain undeveloped realty which is so situated that upon development it will directly benefit from the aforesaid public improvements provided by the Party of the First Part; and

WHEREAS, the Town of Frederick has made it a condition of development approval that the Party of the Second Part reimburse the Party of the First Part for a portion of those reasonable expenses incurred by the Party of the First Part in the construction, installation and development of certain public improvements benefitting the development of property owned by the Party of the First Part; and

WHEREAS, the reimbursement is to be in direct proportion to the amount of capacity in the public improvements utilized by the development of the Party of the Second Part, including interest at the legal rate from the date of final acceptance of the public facilities;

NOW, THEREFORE, it is the understanding of the parties that they will do and perform as follows:

- 1. Reimbursement for Proportional Share of Public Improvements.** The parties hereby agree that the Party of the Second Part shall reimburse to the Party of the First Part for its proportional share of the public facilities constructed, installed and developed by the Party of the First Part. The reimbursement charge is determined by the division of the total cost of

the facility by the total number of measurable units of capacity (gallons, dwelling units, trips generated, acreage, square footage, etc.) in the facility. The Party of the First Part may recover from the Party of the Second Part for only that portion of the facility that is used by the Party of the Second Part. The reimbursement charges are as follows:

a. Water System Improvements.

- i. *(Insert the specific location and size of line, pumping facility, or storage facility that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (gallon or dwelling unit). Add more line items as necessary.)*

b. Sewer System Improvements.

- i. *(Insert the specific location and size of line, pumping facility, or treatment facility that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (gallon or dwelling unit). more line items as necessary.)*

c. Drainage System Improvements.

- i. *(Insert the specific location and size of line, drainage swales, pumping, detention and storm water treatment facilities that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (acreage or dwelling unit). Add more line items as necessary.)*

d. Transportation System Improvements.

- i. *(Insert the specific location and size of the street, off-site rights-of-way, easements, licenses and permits or other transportation facility that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (trip generation or dwelling unit). Add more line items as necessary.)*

e. Park and Open Space Improvements.

- i. *(Insert the specific location and size of park or open space facility that was built and the Party of the Second Part's proportionate share to be reimbursed. Reimbursement is to be a dollar amount per measurable unit (acreage or dwelling unit). Add more line items as necessary.)*

2. **Payment Schedule.** *(Payment schedule and methods of payment are to be subject to negotiation and agreement between the parties. Insert the payment schedule and methods of payment here)*
3. **Attorney Fees.** In the event that any party finds it necessary to retain an attorney in connection with a default by another as to any of the provisions contained in this Agreement, the defaulting party shall pay the other's reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement.
4. **Binding Effect.** This Agreement shall bind and extend to the heirs, representatives, successors and assigns of the parties.
5. **Whole Agreement.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein this Agreement may be enforced in any court of competent jurisdiction.

Signed this _____ day of _____, 20____

PARTY OF FIRST PART	PARTY OF SECOND PART
By: Title:	By: Title:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
, 20____, by _____ as Mayor and _____ as Town
Clerk of the Town of Frederick.

My commission expires:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
, 20____, by _____ (signatory's name)
(position/title).

My commission expires:

Witness my hand and official seal.

Notary Public

EXHIBIT F

SPECIAL PROVISIONS APPLYING TO MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS

This Exhibit F is attached to and incorporated into that certain Memorandum of Agreement for Public Improvements for the Penrose Place Filing No 1 Subdivision by and between the Town of Frederick, a Colorado municipal corporation (“TOWN”) and Landsea Homes of Colorado LLC, a Delaware Limited Liability Company (the “DEVELOPER”). In the event of any conflict between any paragraph, sentence or clause of this Exhibit F and similar provisions elsewhere in the MOAPI, the paragraph, sentence or clause of this Exhibit F shall control.

1. Definitions

Definitions in Section 1.1 are amended as reflected in the main body of this MOAPI.

2. Phasing of Landscaping

Public Improvements and landscaping may be constructed in phases in accordance with the phasing plan in Exhibit A. Public Improvements in a given phase shall be eligible for conditional acceptance and a reduction in security prior to landscaping in that phase reaching conditional acceptance as long as a financial guarantee covering 125% of cost of labor and materials, including irrigation, for the landscaping in that phase has been provided by DEVELOPER and accepted by the TOWN. Building permits in each phase shall be issued once Public Improvements in that phase have been granted conditional acceptance, but no more than 40% of the building permits in any phase will be issued prior to the conditional acceptance of the corresponding landscape improvements for that phase.

3. Model Homes

The TOWN shall not be obligated to grant building permits in any phase until conditional acceptance has been achieved on the Public Improvements in that phase in accordance with section 2.10(g). However, the Developer may apply for, and the TOWN shall grant with complete permit applications, up to four (4) building permits in the first development phase for the purpose of construction of model homes for the SUBDIVISION once all necessary safety access to the lots has been constructed, as determined by the Town Engineer. This safety access shall include two points of paved access to the lots, all necessary sidewalk and hardscape improvements adjacent to the lot, all water and sewer improvements necessary to serve the lot, and all drainage improvements necessary to serve and/or adjacent to the lot, and access to charged hydrants for fire suppression. Model homes are to be used for the purpose of generating

sales for the community and may contain a sales office, but shall not be sold or conveyed to a private owner for the purpose of establishing residence until all necessary infrastructure to obtain a certificate of occupancy has been completed and approved by the TOWN and a certificate of occupancy has been issued by the TOWN.

4. Financing and Improvement Guarantees

Section 1.11(c) is amended to read: The total amount of the IMPROVEMENT GUARANTEE shall be calculated as one hundred percent (100%) of the total estimated cost, including labor and materials, of all public improvements to be constructed as described on “Exhibit B”, except those public utilities to be owned by an entity other than the TOWN and for which a separate surety is provided. For the avoidance of doubt, while the amount of the Improvement Guarantee shall be calculated as described in this subsection (c), the Improvement Guarantee shall nonetheless ensure construction of all SECURED IMPROVEMENTS and the TOWN shall not release the Improvement Guarantee until the TOWN has granted final acceptance of the SECURED IMPROVEMENTS. Partial releases of an IMPROVEMENT GUARANTEE shall not be unreasonably withheld when each phase of the development has received conditional acceptance. Irrespective of partial releases, at all times during the warranty period on SECURED IMPROVEMENTS, the TOWN shall retain at least ten percent (10%) of the total improvement costs as an Improvement Guarantee under this section. The costs established in “Exhibit B” shall be reviewed and approved by the Town Engineer; however, partial release of the Improvement Guarantee, as set forth herein, shall not require amendment to the costs set forth in “Exhibit B”.

Section 1.11(e) is amended to read: The estimated cost of completion of the public improvements to be constructed as described on “Exhibit B” may increase in the future. Accordingly, the TOWN reserves the right to review and adjust the cost estimates, or to require the DEVELOPER to provide an updated estimate of costs, before DEVELOPER provides the Improvement Guarantee on each phase of the SUBDIVISION, when the development seeks to commence construction, and every calendar year after the Improvement Guarantee has been deposited or prior to renewal if guarantee is a letter of credit. The TOWN will make adjusted cost estimates according to changes in the Construction Cost Index as published by the *Engineering News Record*. If the TOWN adjusts cost estimates for the Improvements, the TOWN shall give written notice to the DEVELOPER. The DEVELOPER shall, within thirty days after receipt of said written notice, give the TOWN a new or amended Improvement Guarantee in the amount of the adjusted cost estimates. If the DEVELOPER refuses or fails to so give the TOWN a new or amended Improvement Guarantee, the TOWN may draw on the Improvement Guarantee and either hold such funds as security for performance of this AGREEMENT, or spend such funds to finish the SECURED IMPROVEMENTS or correct deficiencies in the SECURED IMPROVEMENTS, or it may withhold building permits and certificates of occupancy within the Development, as the TOWN deems appropriate.

5. Testing and Inspection

Section 2.9(d) is amended to read: The Developer shall pay the Town for all costs incurred by the Town in the performance of the above said services within thirty (30) days of the Town submitting an invoice for said services. Failure by the Developer to pay within the specified time shall be cause for the Town to deny future building permits and/or order cessation of all activities on the DEVELOPMENT.

6. Acceptance of Public Improvements

Section 2.10(c) is amended to read: If improvements completed by the DEVELOPER are not in substantial compliance with the approved public improvement plans, the TOWN shall provide written notice to the DEVELOPER of the repairs, replacements, construction or other work required to receive “conditional acceptance.” The DEVELOPER shall complete all needed repairs, replacements, construction, or other work within thirty (30) days of said notice, weather permitting, or as provided in a schedule of such repairs from the DEVELOPER, as approved by the TOWN. After the DEVELOPER completes the repairs, replacements, construction, or other work required, the DEVELOPER shall request of the TOWN a reinspection of such work to decide if the TOWN can grant “conditional acceptance.” The TOWN reserves the right to schedule re-inspections, depending upon scope of deficiencies. The TOWN shall provide written notice to the DEVELOPER as to whether or not the work is acceptable before the TOWN acts to complete any such work at the DEVELOPER’s expense as provided in (d) below.

Section 2.12(d) is amended to read: If the DEVELOPER does not correct all deficiencies and make repairs identified in the “final acceptance” inspection to the TOWN’s satisfaction within thirty (30) days after receipt of said notice, weather permitting, or per provided schedule by DEVELOPER, as approved by the TOWN, the TOWN may exercise its rights to secure performance as is provided in Section 14.1 of this AGREEMENT.

Section 2.11 is amended to read: Notwithstanding the provisions of Section 2.12.(c), for a two (2) year period, which is the greater of either two (2) calendar years or two (2) winter seasons (November 1 through April 30), from the date of conditional acceptance of any improvements related to the Development, the DEVELOPER shall warrant said improvements and, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements that shall become necessary. If within thirty (30) days after the DEVELOPER’s receipt of written notice from the TOWN requesting replacement or repairs to the public improvements, the DEVELOPER has not completed such repairs, weather permitting, or per schedule provided by the DEVELOPER and approved by the TOWN, the TOWN may exercise its rights to secure performance as provided in Section 14.1 of this AGREEMENT.

Section 2.12(a) is amended to read: At least thirty (30) days before two (2) years have elapsed from the issuance of conditional acceptance of a phase, or as soon thereafter as weather permits, the DEVELOPER shall request a “final acceptance” inspection. The TOWN shall inspect the improvements and shall notify the DEVELOPER in writing of all deficiencies and necessary repairs, if any.

Section 2.12(c) is amended to read: If there are deficiencies of the public improvements, the TOWN shall provide a written notice identifying the deficiencies and the DEVELOPER shall correct all deficiencies at the DEVELOPER’s expense. Structural Deficiencies, as determined solely by the Town Engineer and as defined in Section 1.1(e), of Major Improvements, as defined in Section 1.1(c), shall be subjected to an additional warranty period (the greater of either two (2) calendar years or two (2) winter seasons (November 1 through April 30), beginning at the TOWN’s acceptance of the repaired Structural Deficiency) and shall not be granted final acceptance following the DEVELOPER’s initial correction of the deficiencies. In the event that the warranty period is extended, the letter of credit or other improvement guarantee provided by the DEVELOPER shall be reevaluated for sufficiency by the TOWN, and the guarantee must be extended such that it does not expire during any additional warranty period. This additional warranty period and the corresponding letter of credit or other improvement guarantee is to be limited to the scope of the correction of deficiencies in the Major Improvements as identified by the Town Engineer and not the entirety of the Major Improvements in which the correction was deemed necessary. Corrections to improvements that are not Major Improvements shall be eligible for final acceptance at the end of the initial warranty period and shall not be subject to an additional warranty period.

7. Town Obligations

TOWN reimbursement to DEVELOPER for public improvements is contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in due course by the Board of Trustees. TOWN does not warrant that funds will be available to fund this Agreement beyond the fiscal year in which it was executed.

At the time of permitting and prior to construction of the Ridgeway Boulevard (also known as WCR15, “Ridgeway”) improvements, DEVELOPER shall submit to the TOWN updated construction cost estimates for the TOWN’s review. The TOWN and DEVELOPER acknowledge that certain Off-Site Improvements (described below) along Ridgeway are necessary to accommodate both existing traffic conditions and the additional traffic generated by the DEVELOPMENT. To provide public improvements to meet those needs, the parties shall share costs and construction obligations as follows:

(a) DEVELOPER shall be responsible for the construction of the public improvements not located on the PROPERTY and identified in Exhibit B and further described on the civil construction drawings completed as part of the final plat for the PROPERTY and Ridgeway (the “OFF-SITE IMPROVEMENTS”).

(b) For all OFF-SITE IMPROVEMENTS, costs shall be allocated to DEVELOPER in proportion to the traffic generated by the DEVELOPMENT (“DEVELOPER Share”), and all remaining costs shall be allocated to the TOWN (“TOWN Share”). The proportionate DEVELOPER Share and TOWN Share shall be calculated based on the projected traffic volumes set forth in that certain “Traffic Impact Study: Penrose Parcel” signed February 27, 2025 (the “TRAFFIC STUDY”) by comparing the traffic generated by the DEVELOPMENT against the total traffic volume from all sources at full build-out, as projected in the TRAFFIC STUDY. By way of example, if the TRAFFIC STUDY indicates that the DEVELOPMENT will generate forty percent (40%) of the total traffic volume on a roadway segment, the DEVELOPER Share shall be equal to forty percent (40%) of the construction costs for improvements to that segment, verified by receipts, invoices, or other records demonstrating cost.

(c) The TOWN shall reimburse DEVELOPER for the actual cost of construction for the deceleration right turn auxiliary lane on southbound Ridgeway at Colorado Highway 52 (required as part of the public improvements). The TOWN shall not reimburse DEVELOPER if the DEVELOPER does not incur the costs of construction, such if the TOWN, another agency, or another developer completes the improvements.

(d) Notwithstanding the foregoing, the TOWN shall fully reimburse DEVELOPER for all costs incurred in constructing right-hand turn improvements from Ridgeway onto Highway 52, which are subject to a separate development agreement.

(e) DEVELOPER shall provide the TOWN with invoices for all OFF-SITE IMPROVEMENTS within twenty-eight (28) days of substantial completion. Subject to annual appropriation, the TOWN shall reimburse DEVELOPER for the TOWN Share of costs as calculated under subsection (b) above, plus the full costs of improvements under subsection (c), within sixty-three (63) days of receiving and verifying said invoices. In the event that the TOWN fails to obtain annual appropriation for the reimbursement of the TOWN Share, the TOWN shall remit road impact fee revenue collected from other developments within the TOWN to the DEVELOPER until the value of the road impact fees remitted exceed the TOWN Share.

May 2, 2024

MEETING NOTES

Project:	Penrose Place – PUD, PP, Service Plan	Date:	04/25/2024
Subject:	Neighborhood Meeting	Time:	5:00 pm
Notes by:	Guiseppe Reale	Location:	401 Locust, Frederick

Meeting Minutes:

1. 5:00 pm - Maureen Welsh, project planner with town of Frederick, opened the meeting with a brief introduction of how the meeting would be conducted.
2. 5:01 pm - Samantha Pollmiller with Norris design presented a brief powerpoint from the applicant team for the Penrose Place project including information on the property, the proposed concept plan, conceptual landscaping, and the next steps in the submittal and review processes.
3. 5:09 pm - Samantha Pollmiller completed the applicant presentation and the floor was opened to questions from Neighbors in attendance. There were three attendees in person and one virtual attendee for the neighborhood meeting:
 - Richard (virtual)
 - Ben Flaim
 - Theresa Burt
 - Maria Burt
4. 5:09 pm - The first question was asked regarding price points for the homes in the neighborhood. The applicant team responded that it was too early in the process to confirm an accurate price point range, but that the homes were expected to be on the lower end of the spectrum for the Frederick area.
5. 5:10 pm - A follow up to the first question was asked regarding the size of the proposed homes for the development, applicant provided size ranges for both the paired and detached homes proposed for the community.
6. 5:11 pm - Question was asked if applicant team is pursuing a metropolitan district on the property, which applicant team confirmed.
7. 5:12 pm - Applicant team offered additional clarification that all homes in the proposed community will be alley loaded, so the fronts of all units will face perimeter streets or open space with garages located in the rear.
8. 5:12 pm - Town staff was asked if the town has specific requirements for green spaces and landscaping for new communities, town staff clarified that yes the town does have specific requirements, however the

applicant team is proposing a PUD for the community so there may be some variation proposed from typical town standards.

9. 5:14 pm - Applicant team was asked about the availability of a traffic study for the community, applicant team explained that there is a prior study that is currently being updated, town staff clarified that this study will be available for public review once the full project application is received. Neighbor stated that the concern was not the local roads, but increased traffic on Highway 52 from all the new homes in the surrounding area. Town staff also clarified that CDOT is consulted with all projects that are anticipated to generate additional traffic flow on the highway.
10. 5:17 pm - Question was asked regarding water rights for landscaping and the community more generally, applicant team explained that water would have to be purchased and dedicated to support the additional new homes and that applicant intends to pursue low water usage landscaping for this project in an attempt to conserve resources. A follow-up question was asked regarding how much water would be needed for the project, applicant team clarified that indoor water requirements were set by town code, outdoor use would be determined based on landscaping, but it was still too early to have an exact figure.
11. 5:19 pm - Question regarding what documents were going to be included in applicant's 1st submittal, applicant team clarified that a PUD, Preliminary Plat, and a Service Plan for a metro district would be included in submittal. Town staff added that all submittals would be accessible to the public and that residents would be noticed again when applicant makes the formal submittal.
12. 5:20 pm - Neighbor commented in favor of proposed alley loaded homes and increased curb appeal for community with that type of home.
13. 5:22 pm - Question asked about other Landsea home communities and if they are also located in metro districts, applicant answered that yes the homes are in metro districts but they were not the developers on those projects.
14. 5:23 pm - Question from the virtual attendee about parking on site and if Penrose Boulevard would be modified to accommodate on street parking. Applicant team clarified that there would be no alley parking allowed, but there would be two car garages required for each unit type, a limited number of interior parking spaces would be provided and Penrose Boulevard is already appropriately sized to accommodate street parking.
15. 5:24 pm - Meeting was concluded.

Date: April 25, 2024

Page 125 of 210



Town of Frederick Planning Commission Meeting Minutes November 6, 2025

Call to Order – Roll Call: At 6:35 pm Chairperson Moe called the meeting to order and requested roll call.

Present were Chairperson Moe, Vice Chair Conroy, Commissioner Scott, Commissioner Kelley and Commissioner Langford.

Also Present were Planning Manager Ali Lommel, Senior Planner Audem Gonzales, Deputy Attorney Christine Francescani, Town Clerk Tricia David and Deputy Town Clerk Emily Nitcher.

Pledge of Allegiance:

Approval of Agenda: Add Introduction of New Commissioner Rebecca Langford to the Agenda.

Public Comment: No public comment.

Consent Agenda: The Planning Commission approved the Consent Agenda. There was a motion and vote for each item.

September 18, 2025 Minutes

Motion by Commissioner Kelley and seconded by Commissioner Scott to approve September 18, 2025, Minutes.

Upon roll call vote, motion passed unanimously.

October 16, 2025 Minutes

Motion by Commissioner Kelley and Seconded by Commissioner Scott to approve October 2025 Minutes.

Upon roll call vote, motion passed unanimously.

Approval of Minutes:

Action Agenda:

Public Hearing: Resolution No. 25-PCR-10.5 and Resolution No. 25-PCR-11.5: Resolutions of the Planning Commission Recommending Approval of the Penrose Place Planned Unit Development Zoning Document and Preliminary/Final Plat.

- Open Public Hearing

- Staff and Applicant Presentation

- Public Comment

- Planning Commission Discussion and Questions

- Close the Public Hearing

- Planning Commission Action on Resolutions 25-PCR-10 and 25-PCR-11.:

The Public Hearing was opened at 6:39 pm.

Presentation from Audem Gonzales and Applicant: Joey Reale, and Savanah Bendick-Welch.

No public present at meeting for comment.

Planning Commission questions for staff and applicant.

The Public Hearing was closed at 7:37 pm.

25-PCR-10.5

Motion by Commissioner Kelley and seconded by Vice Chair Conroy to approve PCR 25-PCR-10.5 with the following condition: Delineate which lots are single family attached and single family detached. .

Upon roll call vote, motion passed unanimously.

25-PCR-11.5

Motion by Commissioner Kelley and seconded by Vice Chair Conroy to approve PCR 25-PCR-11.5 with conditions: 1. Plat must comply with State standards on labeling of lots. 2. Delineate by lot which are single family attached and which are single family detached.

Upon roll call vote, motion passed unanimously.

Commissioner Reports:

Other Business: Next meeting date:

December 4th, 2025

All Commissioners are planning to be present.

Adjournment: There being no further business of the Planning Commission, Chairperson Moe adjourned the meeting at 7:48 pm.

Approved by the Planning Commission:

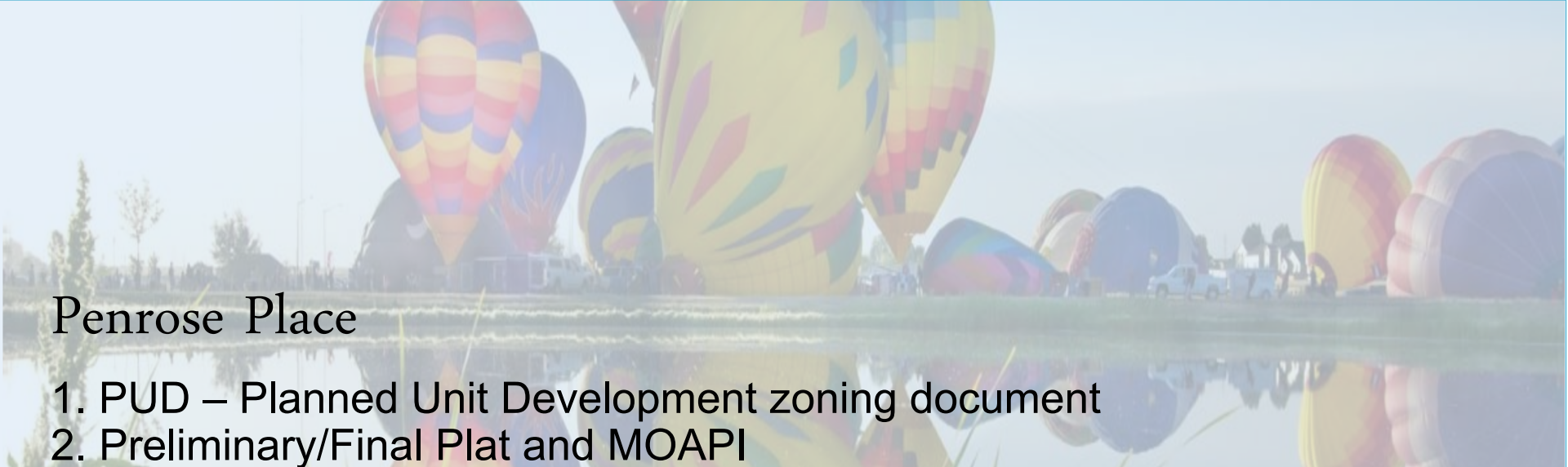


Tracy Moe, Chairperson

ATTEST:



Emily Nitcher, Secretary to Planning Commission



Penrose Place

1. PUD – Planned Unit Development zoning document
2. Preliminary/Final Plat and MOAPI

Audem Gonzales, Senior Planner

BUILT ON WHAT MATTERS



Presentation Overview

- Strategic Plan Alignment
- Request
- Existing Conditions (vicinity map, comp plan & zoning)
- Project History
- Project Proposal
- Approval Criteria
- Notifications
- Recommendations

Strategic Plan Alignment



DYNAMIC, INCLUSIVE & CONNECTED COMMUNITY

Frederick is represented by diverse nonprofit, cultural, business, and geographic participation. Residents actively engage in activities and initiatives; they are encouraged and supported to address important community needs and issues.

Built on What Matters.



Request

Applicant: Joey Reale, Landsea Homes

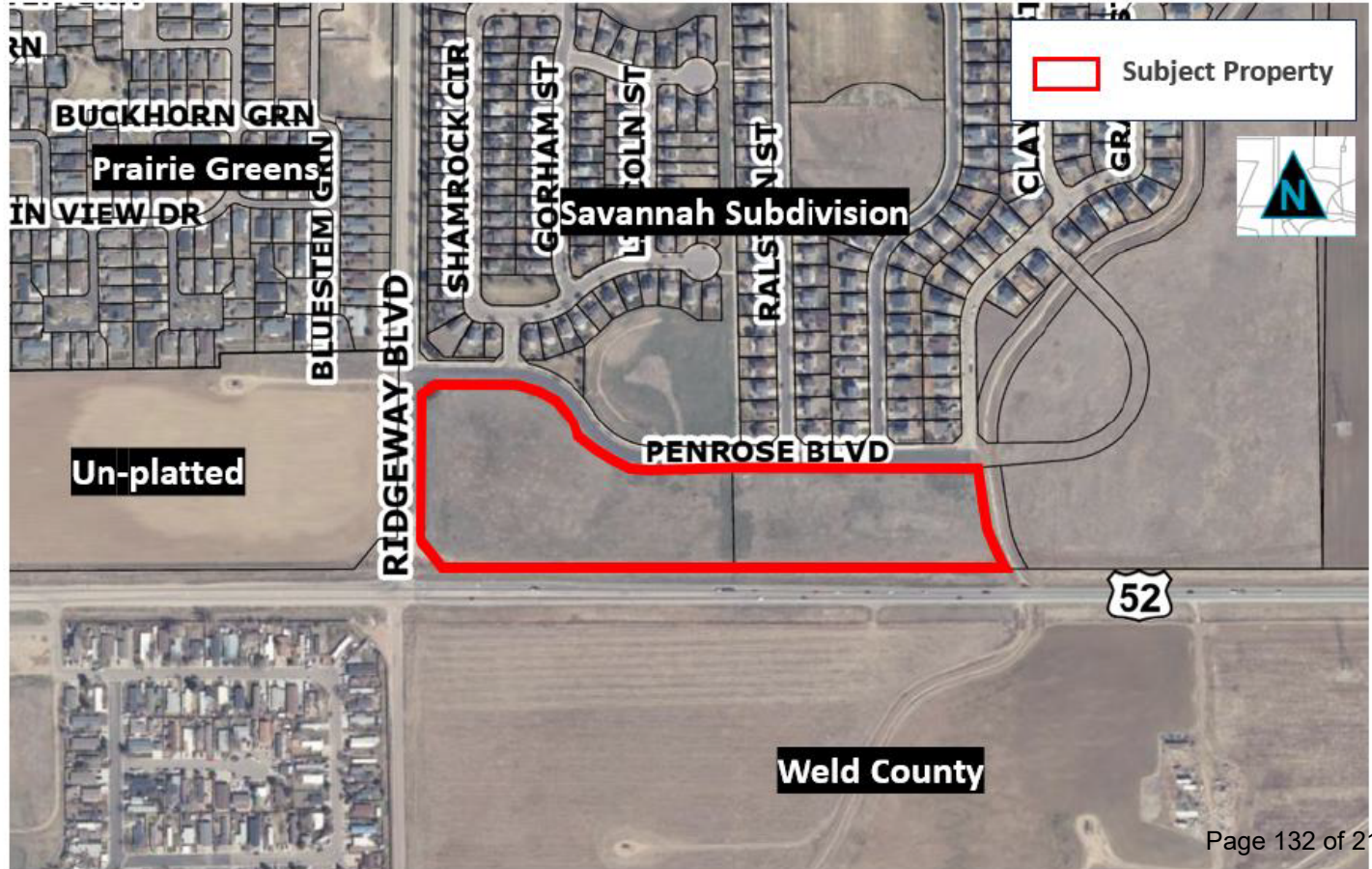
Owners: WEJ, LLC

Request approval for:

- Rezone to Planned Unit Development
 - PUD Zoning Document with zoning map and associated development standards)
- Preliminary/Final Plat
 - 110 lots (34 SFD & 76 Duplex)

Built on What Matters.

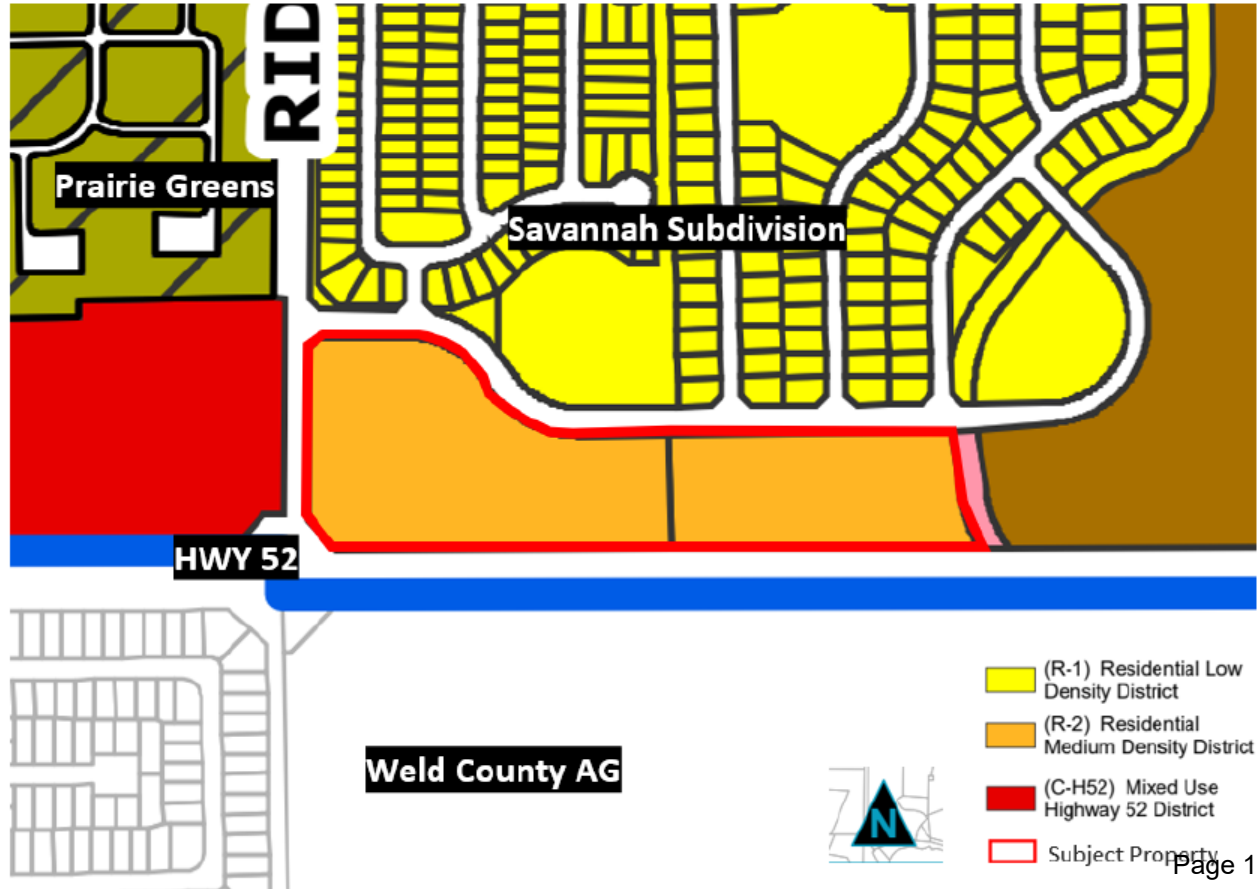
Vicinity Map



Comprehensive Plan



Zoning





Property History

- The project area was annexed into the Town of Frederick in 1976 under the annexation name of Josephine Roche.
- The property was platted as outlots A and B of the Savannah subdivision in 2001.
- The property was platted with the intent for future development or subdivision.
- In 2022, the subject property was rezoned to R-2 (medium density residential) from CC (community commercial) and CN (neighborhood commercial)
- 2022 Sketch Plan application submitted regarding water use and landscaping
- February 2024 subdivision and PUD applications submitted - Multiple rounds of review



Planned Unit Development Zoning

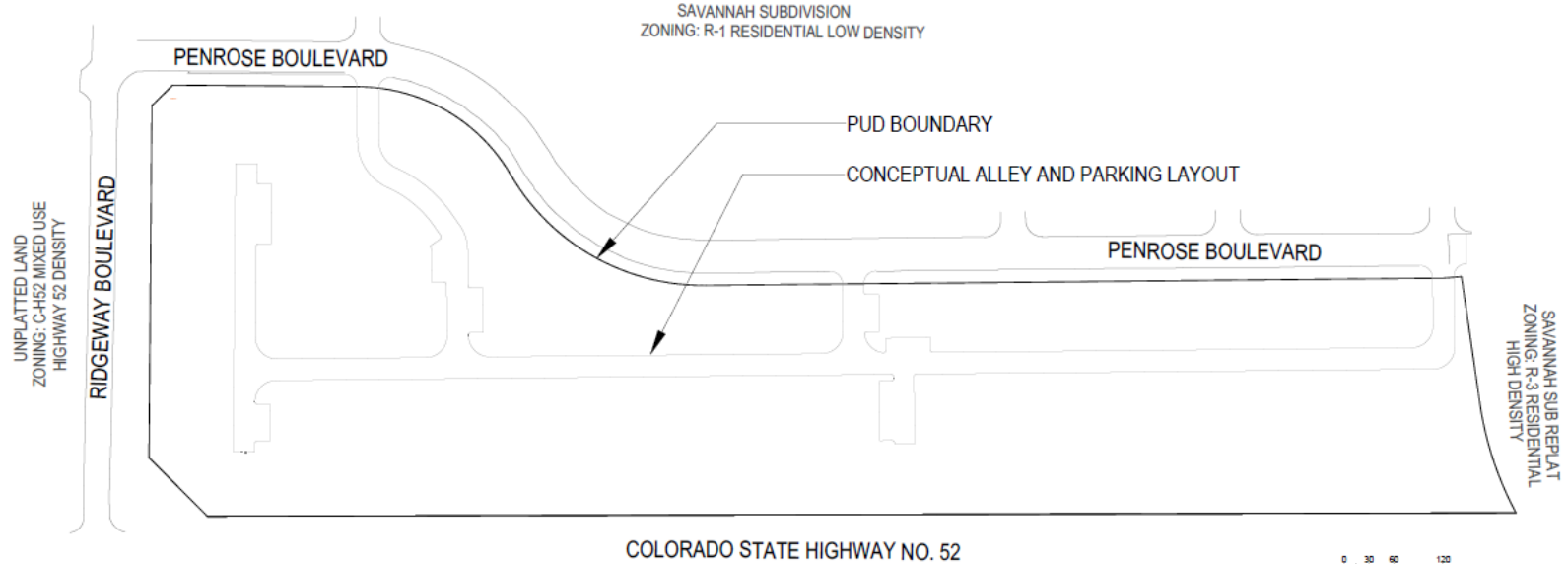
- 2024 Land Use Code update - Planned Unit Development regulations
- Existing PUDs as overlays
- New PUDs are the actual zoning
- PUD zoning
 - PUD Zoning Document
 - Document contains zoning map and development standards that are zoning specific.
 - Non-zoning specific regulations may use the Land Use Code (e.g. fencing, lighting, landscaping)



Penrose Place Site Data Summary

- Project size – 12.82 acres
- 110 lots
 - 34 Single-Family Detached
 - 76 Duplex lots
- 13 outlots – trails, sidewalks, detention, parking, alleys, landscaping, etc.
- 3.34 acres of common open space (26%)
- 30-foot landscape buffer requirement along HWY52
- No pocket park or neighborhood park (close proximity to existing park)
- Trails and sidewalk connections – HWY 52 and Ridgeway Blvd. and internal
- 3 access points into the community – all off Penrose Boulevard
- All lots have rear alley access and front onto streets or green spaces
- Guest parking throughout development

PUD Zoning Document



LEGEND

— PUD BOUNDARY

UNPLATTED LAND
ZONING: WELD COUNTY
AGRICULTURAL (AG)



PUD Zoning Document

PENROSE PLACE PLANNED UNIT DEVELOPMENT

LOCATED IN SAVANNAH SUBDIVISION,
OUTLOT A AND OUTLOT B IN FREDERICK, CO
12.82 ACRES

I. INTRODUCTION

A. General Intent

Penrose Place is intended to be a reasonably priced medium density neighborhood with a mix of single family detached and paired homes. The community is to align with the Vision and Intent of the Town of Frederick's Land Use Code section 2.2 by offering:

- Multiple housing types that are in short supply in the Town and surrounding municipalities.
- A walkable community design with pedestrian trails or public sidewalks around the perimeter of the community.
- Alley loaded homes with limited community access points that will eliminate perimeter facing garages and reduce traffic stacking on Penrose Boulevard.
- Homes limited to a maximum of two stories above grade.
- An overall landscape plan intended to minimize water usage and to align with the general feel of the Colorado front range.

The Penrose Place community is intended to maintain quality via a metro district for regular maintenance of all common areas, landscaping, the on-site detention pond, and various open spaces. The portions of the community that face Penrose Boulevard, Ridgeway Boulevard and Highway 52 will feature landscaping enhancements as allowable to create an attractive streetscape for the surrounding community and future residents. The community is being designed to accommodate the underlying R-2 Medium Density Residential zoning designation and to be compatible with the land use on the adjacent properties which are R-1 Single Family Residential to the north and west, R-3 High Density Residential to the east and agricultural zoning on the opposite side of Highway 52 in Dacota.

B. Relationship to the Town of Frederick Regulations

The provisions of this Planned Unit Development Plan ("PUD") shall prevail and govern the development of Penrose Place, provided, however, that where the provisions of this PUD do not address a particular subject, the Town of Frederick Land Use Code, as amended ("LUC") shall govern. Definitions for all included terms shall match LUC unless otherwise stated in this document.

II. DENSITY AND DIMENSIONAL STANDARDS

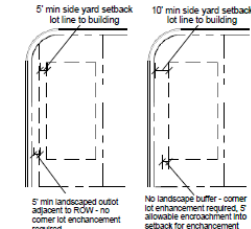
A. Lots and Blocks

1. **Blocks.** Streets shall be designed to create blocks that consider interconnectiveness, topography, solar orientation, views and other design features. The length of blocks in "Old Town" Frederick are typically four hundred (400) feet. Thus, to the greatest extent possible, blocks shall be designed to have a length of between two hundred (200) feet and seven hundred (700) feet. In the event that a block exceeds five hundred (500) feet in length, a mid-block, landscaped pedestrian access outlot a minimum of fifteen (15) feet in width will be required to provide pedestrian connectivity. These pedestrian tracks should be aligned to serve access corridors through multiple blocks in this condition exists.

2. Lot dimension and configuration.

(a) **Lot frontage.** All single family detached lots shall have frontage that is adjacent to or directly accessible to a public street. All duplex lots shall have frontage that is adjacent to or directly accessible to open space or an outlot. Required minimum frontage is found in the residential density and dimensional standards table in this document.

(b) **Corner lots.** Corner lots for residential use shall have a minimum side yard setback or ten (10) feet to accommodate side elevation enhancements, such as porches and bay windows, the required building setback and utility easements on both street frontages. These elevation enhancements shall be allowed to encroach up to five (5) feet into any required setback as long as the minimum setback is no less than ten (10) feet. For a corner lot, the front of the lot is defined as the side having the shortest street frontage. In the event a corner lot abuts a landscaped outlot with a minimum width of at least five (5) feet, the ten (10) feet in this provision shall not apply as that lot will not be deemed to be a corner lot for this provision. Setback requirements are found in the residential density and dimensional standards table in this document.



(c) Double frontage.

- Double frontage lots for residential shall not be permitted. Any lots serviced by a private alley and not to be considered double frontage for residential purposes and are allowable.
- All residential lots that front an arterial or collector street will have no vehicular right of access to the lots from the arterial or collector street.

(d) Right-Of-Way setbacks.

- Residential lots that front Ridgeway Blvd shall be separated from the arterial street ROW by an outlot no less than twenty (20) feet in width.
- All buildings on residential lots that front Ridgeway Blvd shall be set back a minimum of thirty-five (35) feet from the Ridgeway Blvd ROW.
- Residential lots that front Highway 52 shall be separated from the highway ROW by an outlot no less than sixty (60) feet in width.
- All buildings on residential lots that front Highway 52 shall be set back a minimum of seventy-five (75) feet from the Highway 52 ROW.



B. Density and dimensional standards

PUD ZONE DISTRICT	
Permitted lot use	Open and Single Family Detached (SFD) residential
Maximum lot area per dwelling (square feet)	1,600 (quarter) 2,600 (SFD)
Maximum net density	9 units per acre
Minimum lot width (feet)	25 (Duplex) 34 (SFD)
Minimum lot frontage (feet)	25
Minimum front yard setback (feet)	15 (b dwelling) 10 (b porch, patio or deck)
Minimum side yard setback (feet)	10 (corner lot) 5 (corner lot) *
Minimum rear setback (feet)	5
Accessory buildings	Not permitted
Maximum floor area (square feet)	400 (1st floor of building) 600 (2nd floor of building)
Maximum building height (feet)	35 (measured from finished grade of building lot)

(*) Porches, patios or decks may encroach up to 5 feet required front yard setbacks.

(*) Corner lot side setbacks shall be permitted along streets but not for all adjacent buildings.

III. DEVELOPMENT STANDARDS

A. Residential Architecture

1. **Intent.** The intent of the architectural requirements in Penrose Place is to provide single family detached and duplex homes of various designs, color, elevations and articulation which are complementary to one another but not monotonous. The homesites are intended to all be rear loaded from private alleys and will face the perimeter streets, creating an enhanced and diverse streetscape. Homes are required to have outdoor living spaces in the form of porches or attached patios, and a minimum of a two-car attached garage to help mitigate onsite parking concerns. Elevations shall reflect traditional Colorado styles and will be subject to Town staff review and approval at the time of permit.

2. Single Family and Duplex Dwellings.

a. **Streetscape diversity.** Single family detached and duplex building requirements are intended to ensure that an adequate mix of modes and styles are offered within a neighborhood and each block face. Prior to issuance of a building permit, plans are subject to review and approval by Town staff via the included guidelines.

b. Model diversity.

- Single family detached residential blocks shall contain at least three (3) different buildings that have significant variations in floor plans and exterior elevations. Single family attached or duplex blocks shall contain at least four (4) different models and two (2) different building combinations that have significant variations in floor plans and exterior elevations. Differentiation in models requires all of the following variations:
 - Massing
 - Size
 - Color Scheme
 - Use of exterior materials
- Each block face shall contain no more than two (2) of the same model single family detached building or three (3) of the same model single family attached or duplex building with the same architectural style.
- Distinct Variation in the range of wall colors on a block face is required. Use different colors on adjacent building facades and buildings directly across the street.
- Each single family detached block face shall contain at least (3) roof colors. Single family attached or duplex homes may have the same roof color for each building, but must maintain (3) roof colors per block face.
- The same model with the same architectural style shall not be placed adjacent to each other across the street or on another.
- All buildings shall have a front porch or attached patio.

c. Stylistic diversity.

Each single family detached and duplex building shall have no less than three (3) distinct architectural styles and color combinations including:

- Distinctly different roof forms/profiles
- Distinctly different facade compositions consisting of different window and door style and placement.
- Distinctly different exterior treatments and locations including porches, eaves, etc.

Changing roof or siding materials and colors, adding garages, providing "mirror images" of modes or different elevations of the same model do not constitute distinctly different models.

d. **Enhancements at corners.** At corners, buildings shall address the side street or open space. Corner lots shall be wide enough to allow for side elevation enhancements. Corner lot enhancements shall not be allowed to encroach into any required side yard setbacks or other standards in this PUD. At least (2) of the following enhancements are required:

- A bay or bowed window.
- Windows or glazed doors that face the side street or open space.
- A change in the vertical or horizontal wall plane.
- Brackets, projections, belt courses or other details.

e. Covered Entries, Porches and Patios.

- A covered entryway on the front door is required on all buildings.
- Porch and patio designs shall complement the architecture of the building. All models are required to have an exterior porch or patio with minimum dimensions of five (5) feet deep and eight (8) feet wide or a minimum total area of 40 square feet. Porches and patios should be clearly defined by one or more of the following elements: railing, columns, raised elevation or other means.
- Porches and patios attached to a residential dwelling may encroach up to five (5) feet into front setback provided they do not encroach on any easement or interfere with any necessary sight line restrictions.

f. Garages. Homes, not garages, shall have the emphasis on residential streets.

The intent is to increase curb appeal of community and ensure that garages do not dominate streetscapes. To conform with this standard, no street facing garages of any kind will be allowable and all buildings must include rear loaded garages with no less than two (2) provided spaces.

B. Parking

1. **Residential parking requirements.** Every dwelling unit in the Penrose Place community will be required to include a 2-car garage to satisfy the off-street parking requirements of the Town of Frederick.

2. **Additional parking requirements.** Additional parking requirements for the community will be calculated based off of the total number of single family attached and detached dwelling using the below requirements. Since all dwelling units are to be accessed off of private alleys, these additional parking spaces are to be provided in designated parking stalls located in the interior of the community. Community parking stalls that face residential lots shall be properly screened to limit light pollution from vehicles onto adjacent lots with additional landscaping or privacy fencing.

MINIMUM OFF-STREET PARKING REQUIREMENTS		
PRINCIPAL USE	REQUIRED PARKING SPACES	ADDITIONAL REQUIREMENTS
RESIDENTIAL USES		
Single Family Dwelling	2 per dwelling unit	Plus 0.2 guest spaces of separate designated off-street parking per dwelling unit.
Duplex Dwelling	2 per dwelling unit	Plus 0.2 guest spaces of separate designated off-street parking per dwelling unit.

C. Lighting.

a. General provisions.

- Height standards for lighting.**
 - Street lighting.
 - All street lighting adjacent to the interior private alleys and at the intersections of any alley shall be mounted on poles no higher than sixteen (16) feet from the ground unless otherwise specified by electric service provider. Solar lighting alternatives are allowable outside of ROW requirements at intersections.
 - Street lighting within ROW for Penrose Boulevard and Ridgeway Boulevard shall adhere to LUC and Design Standards and Construction Specifications requirements.
- Outdoor light fixtures.**
 - Lighting lot fixtures. Any street lighting adjacent to interior parking areas shall be mounted on poles no higher than sixteen (16) feet from the ground unless otherwise specified by electric service provider. Solar lighting alternatives are allowable.
 - Any fixtures mounted on the exterior of buildings or structures shall be mounted such that the top of the fixture does not exceed the total height of the building or structure. Solar lighting alternatives are allowable on any structure that does not have a ground plane.
 - Boltard-type lighting fixtures shall be between three (3) and four (4) feet high and shall be spaced along until pedestrian paths that are independent of streets according to AA-SHTO guidelines. Solar lighting alternatives are allowable.

NORRIS DESIGN
PEOPLE + PLACES + IDEAS

100 SAVANNAH STREET
DENVER, CO 80202
P: 303.733.1100

800.858.0800

PENROSE PLACE PUD
FREDERICK, CO

DEVELOPER:
LUCAS KURT

11/06 Once Permitted, Sub 30
Wednesday, 03/30/23

NOT FOR
CONSTRUCTION

DATE:
2023.03.30
SUBMITTAL
2023.03.30
SUBMITTAL
2023.03.30
SUBMITTAL

2023.03.30
SUBMITTAL

SHEET TITLE:
REGULATORY
STANDARDS





Density and Dimensional Standards

Proposed Dimensional Standards

PUD ZONE DISTRICT	
Permitted land use	Duplex and Single Family Detached (SFD) residential
Minimum lot area per dwelling (square feet)	1,800 (Duplex) 2,600 (SFD)
Maximum net density	9 units per acre
Minimum lot width (feet)	25 (Duplex) 34 (SFD)
Minimum lot frontage (feet)	25
Minimum front yard setback (feet)	15 (to dwelling) 10 (to porch, patio or deck) ¹
Minimum side yard setback (feet)	10 (corner lot) ² 5 (interior lot) ²
Minimum rear setback (feet)	5
Accessory buildings	Not permitted
Minimum floor area (square feet)	400 (1st floor of building) 600 (2nd floor of building)
Maximum Building Height (feet)	35 (measured from finished grade of building lot)

(1) Porches, patios or decks may encroach up to 5' into required front yard setbacks.

(2) Zero lot line setbacks shall be permitted along shared lot line for attached buildings.

Existing R-2 Zoning

SFD, Duplex, TH, Multi-P

1,800

10 units per acre

20

18

15

8

5

Permitted

600

35

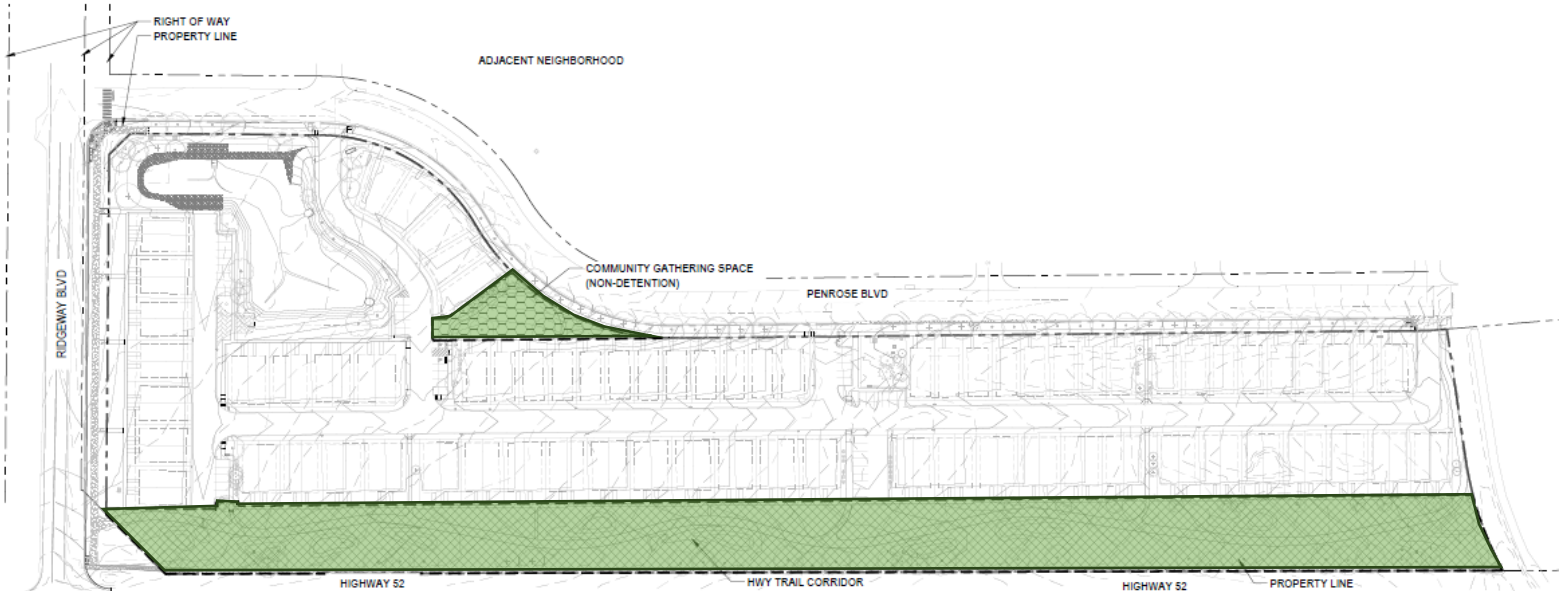
Required Open Space

OPEN SPACE TABLE

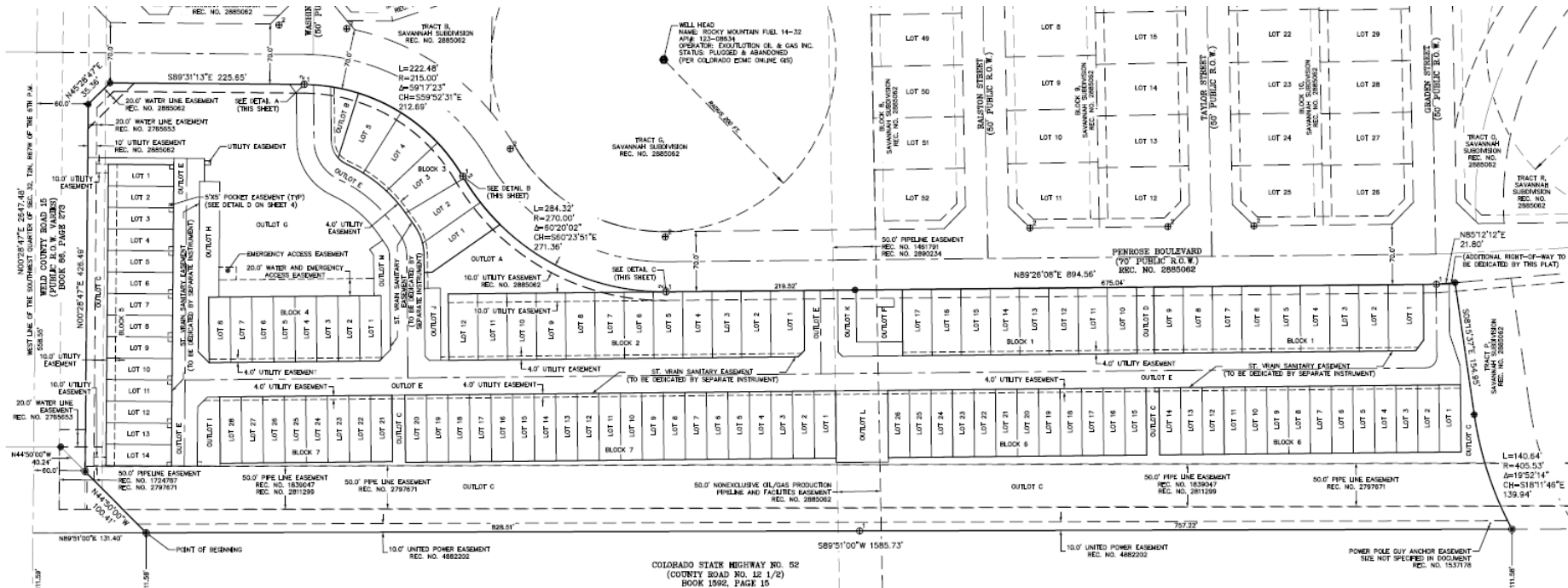
OVERALL SITE ACREAGE	12.82 ACRES
REQUIRED OPEN SPACE:	25% - 3.21 ACRES
PROPOSED OPEN SPACE	
HWY TRAIL CORRIDOR ACREAGE:	3.14
CENTRAL AMENITY (NON-DETENTION):	0.20
OVERALL OPEN SPACE PROPOSED:	26% - 3.34 ACRES



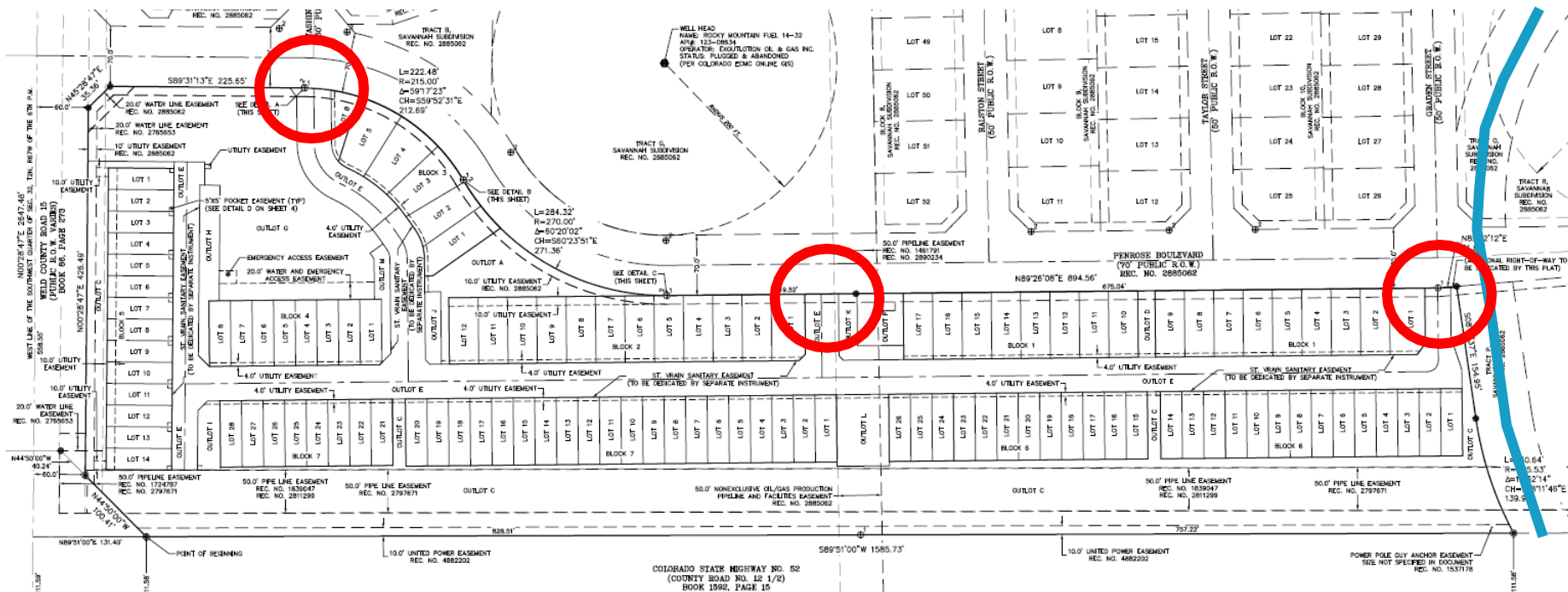
LEGEND
--- PROPERTY LINE



Penrose Place Preliminary/Final Plat



Penrose Place Preliminary/Final Plat





PUD Criteria

- There are two separate land-use items associated with the Penrose Place master planned community. Each item has a specific set of approval criteria.
- PUD rezone
 - Section 16.4.5 Planned Unit Development Zoning Document criteria
- Preliminary/Final Plat
 - Section 4.7.4.b Preliminary Plat criteria
 - Section 4.9.1.c Final Plat criteria



Notifications and Public Comment

- The Neighborhood Meeting was held on April 25, 2024.
 - 4 attendees (3 online and 1 in-person)
- The project was sufficiently noticed according to the requirements found in the Town of Frederick Land Use Code.
 - Neighborhood meeting - mailed notice with a 1,000 ft. buffer
 - Initial application submittal - posted and mailed notice with a 1,000 ft. buffer
 - Public hearing - posted and mailed notice with a 1,000 ft. buffer
- Public Comment
 - None



Planning Commission Recommendation

The Planning Commission held a public hearing on November 6, 2025 and voted to recommend approval with conditions for both the Planned Unit Development zoning document and Preliminary/Final Plat. The vote was 5 Yes and 0 No. The conditions of approval are as follows:

PUD Zoning Document

1. Delineate which lots are single-family attached and single-family detached.

Preliminary/Final Plat

1. Plat must comply with State standards on labeling of lots.
2. Delineate by lot which are single-family attached and which are single-family detached.

The applicant has revised the documents to address the conditions from the Planning Commission. The BOT item contains the updated documents as attachments to the staff report.

Built on What Matters.



Staff Recommendation

Planning staff is recommending approval for the Planned Unit Development zoning document and recommending approval with conditions for the Preliminary/Final Plat and MOAPI. The condition of approval is below:

“Prior to the Town’s Conditional Acceptance of all on-site and off-site Public Improvements, the Owner shall obtain written confirmation from Farmers Reservoir and Irrigation Company’s (“FRICO”) that FRICO’s review is complete and provide this letter to the Town. No building permits for the project shall be issued until the Town has received the required letter from FRICO. This condition shall not restrict the issuance of Grading and/or ROW Permits necessary to install Public Improvements or to complete overlot, rough, and/or fine grading.”



Recommended Motions

1. PUD - Planned Unit Development Zoning Document

Approval:

I move to approve ordinance 1410, which approves the Penrose Place Planned Unit Development rezone request and zoning document.

Denial:

I move to deny the rezone request and direct staff to draft a resolution of denial (list criteria not met).



Recommended Motions

2. Preliminary/Final Plat

Approval:

I move to approve the Penrose Place preliminary/final plat and memorandum of understanding for public improvements and direct staff to draft a resolution of approval.

Approval with Conditions:

I move to approve resolution 26-R-04, which conditionally approves the Penrose Place preliminary/final plat and memorandum of understanding for public improvements and direct staff to draft a resolution with the following conditions: (list conditions of approval).

Denial:

I move to deny the Penrose Place preliminary/final plat and memorandum of understanding for public improvements, and direct staff to draft a resolution of denial (list criteria not met).

Built on What Matters.



Next Steps

Applicant presentation

Public comment

PC Questions

BUILT ON WHAT MATTERS



PENROSE PLACE TOWN OF FREDERICK

BOARD OF TRUSTEES, FEBRUARY 4, 2026

PROJECT TEAM

JOEY REALE – LANDSEA HOMES
(DEVELOPER)

SAVANAH BENEDICK-WELCH –
NORRIS DESIGN (PLANNER)

PATRICK MEYER – NORRIS DESIGN
(LANDSCAPE ARCHITECT)

BONNER GILMORE: ENERTIA
CONSULTING GROUP

RICK HAGMAYER: ENERTIA
CONSULTING GROUP

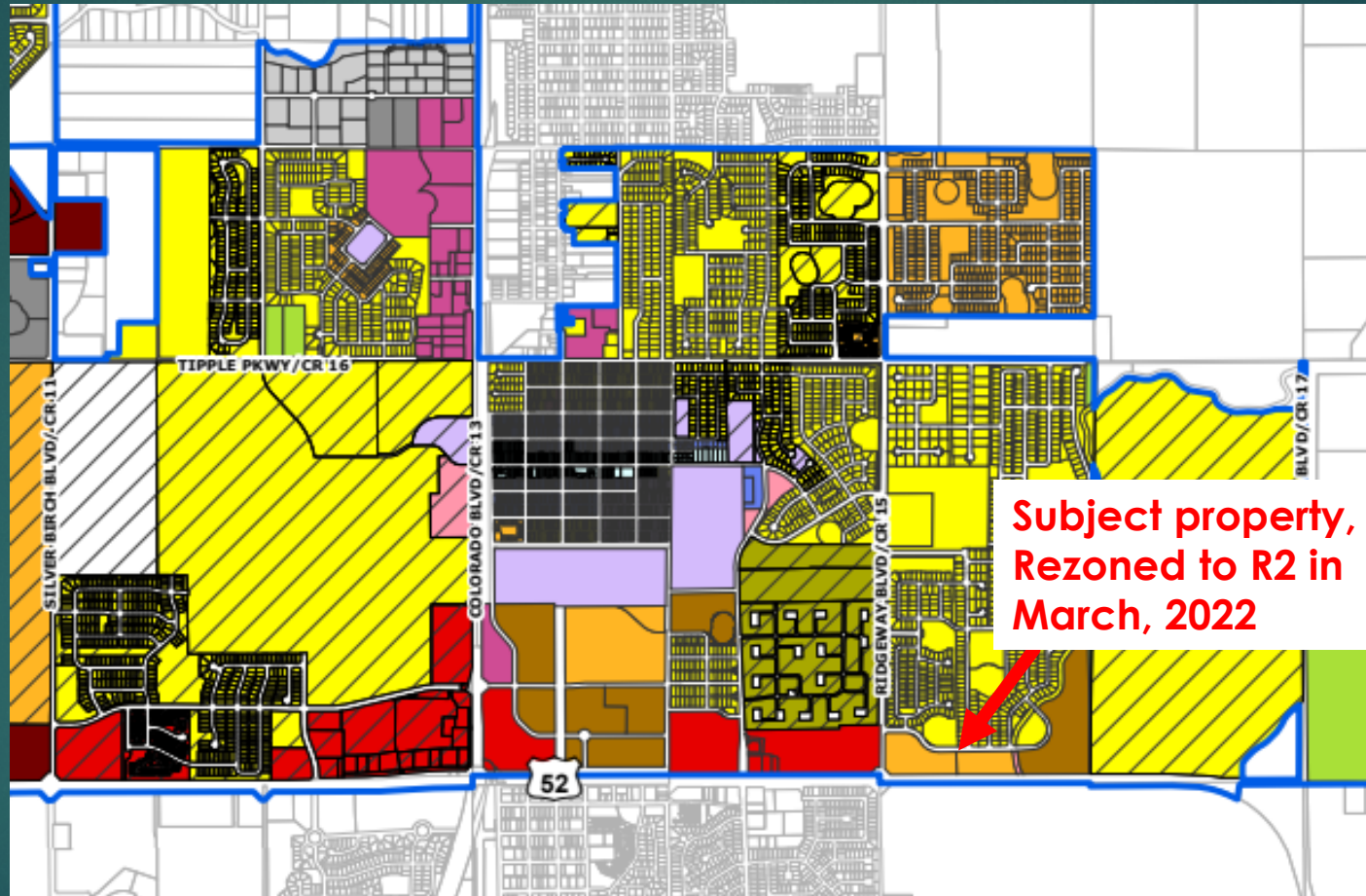


Property Info

- ▶ Located at the northeast corner of Highway 52 and Ridgeway Blvd.
- ▶ Property size: 12.9 acres
- ▶ Current land use: Vacant
- ▶ Current zoning district:
R-2 Medium Density Residential
- ▶ R2 Zoning Allowances:
Medium density residential (10 du per acre), single family attached, and single family detached allowable.



ZONING MAP



Development Intent

- ▶ Attainably priced, medium density homes:
 - ▶ 9 du/acre max per proposed PUD
- ▶ Single family detached and single family attached (paired) homes
- ▶ High quality, drought tolerant landscaping
- ▶ Community green space and parking
- ▶ Buffering and 10' trail along Highway 52



PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE

Process & Timeline



Planned Unit Development

- ▶ Intent: establishes unique standards for this development
- ▶ Underlying zoning: R2
- ▶ PUD Addresses:
 - ▶ **Density and Dimensional Standards**
 - ▶ Maximum of 9 du/acre
 - ▶ Reduced side and rear setbacks
 - ▶ **Architectural Standards**
 - ▶ **Parking**
 - ▶ **Lighting**
 - ▶ **Sidewalks & Trails**
 - ▶ **Street design/dimensions**
 - ▶ **Driveway dimensions**

Planned Unit Development

▶ Standards Continued:

▶ **Landscaping**

- ▶ Water conservation - no sod or turf requirements for residential or gateway landscaping

▶ **Water conservation**

- Landscape must incorporate water conservation materials and techniques
- Prohibited practices
 - ❑ Paving of areas not required for walkways, plazas or parking
 - ❑ Bare or unclaimed disturbed ground
 - ❑ Weed covered or infested surfaces
 - ❑ Any other practices that do not comply with the PUD

▶ **Park and Open Space**

▶ **Native open space**

▶ **Monument signs**

Amenitized Open Space

OVERALL SITE ACREAGE	12.82 ACRES
REQUIRED OPEN SPACE:	25% - 3.21 ACRES
PROPOSED OPEN SPACE:	
HWY TRAIL CORRIDOR ACREAGE:	3.14
COMMUNITY GATHERING SPACE (NON-DETENTION)	.20
OVERALL OPEN SPACE PROPOSED	26% - 3.34 ACRES



WATER-WISE LANDSCAPE DESIGN



Landscape Lot Typical



CONCEPTUAL ELEVATIONS: SINGLE-FAMILY ATTACHED



CONCEPTUAL ELEVATIONS: SINGLE-FAMILY DETACHED



Final Plat Review Criteria

(1) The final plat conforms with the approved preliminary plat and incorporates recommended changes, modifications, and conditions attached to the approval of the preliminary plat unless otherwise approved by the Board of Trustees.



(2) The development will substantially comply with the community design principles and development standards as set forth in Article 2 of this Code.



(3) All applicable technical standards have been met.



(4) An updated title commitment dated current to within fourteen (14) days of the Board of Trustees meeting.



PUD Review Criteria

(1) The Board of Trustees may impose conditions on the approval of a PUD Zoning Document to ensure compliance with the standards for approval set out in Section 16.4(5). Such conditions shall have a rational nexus to the anticipated impacts of the proposed development and shall be roughly proportional to the degree of said impacts.



(2) All PUD Zoning Documents that provide for or anticipate common open space that is not dedicated to the Town shall specify that a property owners' association or C.R.S. Title 32 metropolitan district will maintain the common open space.



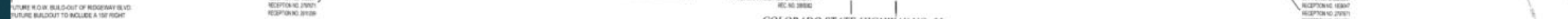
PC Recommendation



On November 6, 2025, the Frederick Planning Commission recommended approval of the PUD, Preliminary and Final Plat to the Board of Trustees.

THANK YOU!







Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee

Main Street CO Presentation by DOLA

Agenda Date: Board of Trustees February 04, 2026

Attachments:

1. COMainStreetProgram_SFEDDER
2. DOLA_MainStreetPresentation

Reviewed By:

Action Type

4) Information: Items that require no specific action and are provided for informational purposes only.

Strategic Plan Alignment:

Community and Economic Vitality

2.3 Begin implementation of revitalization strategies for the downtown with "gazelle like" energy to include short-term, mid-term, and long-term projects.

This item helps to provide additional tools for the team to continue working towards revitalization of the Downtown.

Summary Statement:

Staff is revisiting the DOLA CO Main Street Program designation that was initially explored in Q3 of 2022. Having a staff member specific for the downtown, the expectations for the program are much more attainable at this time.

Detail of Issue/Request:

Economic Development staff have re-engaged with DOLA regarding obtaining the official CO Main Street designation. The team explored the undertaking previously. However, it was not formalized due to staff time restraints. In Q4 of 2025, the Redevelopment Administrator was working on 2026 Strategic Planning for the Downtown, and in conversations with DCI (Downtown Colorado Inc) staff, was introduced to the CO Main Street Program. After exploring further, staff decided that the benefits to the Downtown, paired with the overlap of responsibilities, is enough to pursue formal designation.

DOLA only accepts applications for the formal program in April, July, and December. Staff has an intense goal of having a program application completed for the April deadline, with the understanding that with scheduling restraints, we might fall back to the July deadline.

Eventually, staff will need a letter of support as well as an adopted Resolution from the Board of Trustees to submit with the application, and that request will come at the March 4th Board meeting unless it is requested to be moved. For the Feb. 4th meeting, we are simply re-introducing the program and bringing awareness.

Becoming a formal CO Main Street Organization will give our Downtown group more formal status, will give us access to funding, consultant support, and also will formalize a group of residents and business owners to share input in how our Downtown progresses.

Legal Comments:

An adopted Resolution will be needed for this item at a future Board Meeting. Not Applicable at this time.

Alternatives/Options

We could choose to postpone or discontinue pursuing this designation again. However, pursuing something of this status could bring more support to the Downtown than a single staff person can. If the Downtown is a priority, this is a logical path to pursue.

Financial Considerations

Staff time, at 10 hours/week, is the Town's financial contribution to this item.

Staff Recommendation

Staff recommends support of pursuing formal CO Main Street designation for access to tools and resources for staff as well as continued ongoing support for our downtown businesses.

Community Impact

Obtaining this formal designation shows the residents and business community that we are dedicated to the success of our downtown, and through the program, we can empower residents and business owners alike to have a say in the future of their downtown.



CO Main Street Program

Sierra Fedder
Redevelopment Administrator

BUILT ON WHAT MATTERS

Strategic Alignment



Community and Economic Vitality

- 2.3 Begin implementation of revitalization strategies for the downtown with “gazelle like” energy to include short-term, mid-term, and long-term projects.

Background



401 Locust Street • P.O. Box 435 • Frederick, CO 80530-0435

Phone: (720) 382-5500

frederickco.gov

- Staff explored the CO Main Street program in Q2 2022
- Interest was there, bandwidth was not
- Chose to instead obtain Affiliate Designation vs Official Main Street Community status in September of 2022
- Staff revisited the program Q4 2025 and has determined there is bandwidth to continue

September 27, 2022

Colorado Main Street Program
DOLA/Community Development Office
1313 Sherman St. Room 521
Denver, CO 80203

To whom it may concern,

The Town of Frederick is very interested in the Colorado Main Street Program offered through the Department of Local affairs. In 2021, the Board of Trustees adopted a new Strategic Plan that focused on six primary focus areas. A major focus of the Strategic Plan is related to enhancing community and economic vitality, with downtown revitalization a core component of the plan. The Town is very interested in becoming a Colorado Main Street Affiliate Community while we engage in other efforts related to the downtown, and we hope to eventually become an Official Main Street Community.

With the oldest incorporated downtown in the Carbon Valley, we believe it is the Town's duty to participate in the Main Street Program; becoming an affiliate community is just the start.

Respectfully submitted,

Tracie Crites, Mayor



BUILT ON WHAT MATTERS

Community Impact

- Sustainable, ongoing support for our Downtown staff to access revitalization resources and other tools
- Allows for downtown community members (residents and business owners alike) to work together to influence the direction of the Downtown
- Mini-Grants and scholarship investments available to only designated communities
- Promotional opportunity with DOLA and MSA





DOLA's Presentation

Traci Stoffel

Larry Lucas

Matthew Gordon

Gayle Langley

BUILT ON WHAT MATTERS



Timeline (Expedited)

- April 1 - Final draft of application due along with attachments
- February - March: Meet regularly with Colorado Main Street staff to address opportunities and progress, and collaborate on the Achieving application.
- February - Strategic planning workshop, if funding is available*
- January - Open house with Colorado Main Street staff, as available*
- December-January - Work with Colorado Main Street staff on board roles and responsibilities and define a boundary map*
- December-January - Formalize the Main Street organization (This could include accepting applications for potential board members or town appointments. Process should be transparent and include a diverse cross-section of the community. Main Street board members need to be identified - Recommend 7 to start.)
- December - Virtual presentations to council, task force and other stakeholders (those that may be on your Main Street board) by Colorado Main Street staff, as available*



Next Steps

- Staff will be coordinating with DOLA to schedule an Open House and a Strategic Planning Workshop
- Staff will come to the Board requesting an action to approve a Resolution to support the Town's application



Questions?

BUILT ON WHAT MATTERS



COLORADO

Department of Local Affairs

Main Street 101: Frederick Town Board

February 4, 2026

Introductions

- Gayle Langley, Main Street Coordinator
gayle.langley@state.co.us, 720-498-0563
- Larry Lucas, Main Street Architect
larry.lucas@state.co.us, 720-402-9303
- Traci Stoffel, Main Street Specialist
traci.stoffel@state.co.us, 720-467-4327
- Matt Gordon, Main Street Specialist
matthew.gordon@state.co.us, 720-241-2688



History of Main Street

1950s-1960s: Problem

Rise of suburban sprawl and shopping malls led to blight, disinvestment, and demolition of America's downtowns.



National Main Street Center
a subsidiary of the
National Trust for Historic Preservation



1980s: Response & Goal

The National Trust for Historic Preservation created the Main Street Approach to test new revitalization strategies.

Goal: Preservation-based, community-driven revitalization of downtowns through a 4-point approach.

Present: Results

Economic life in traditional commercial districts by preserving their character.

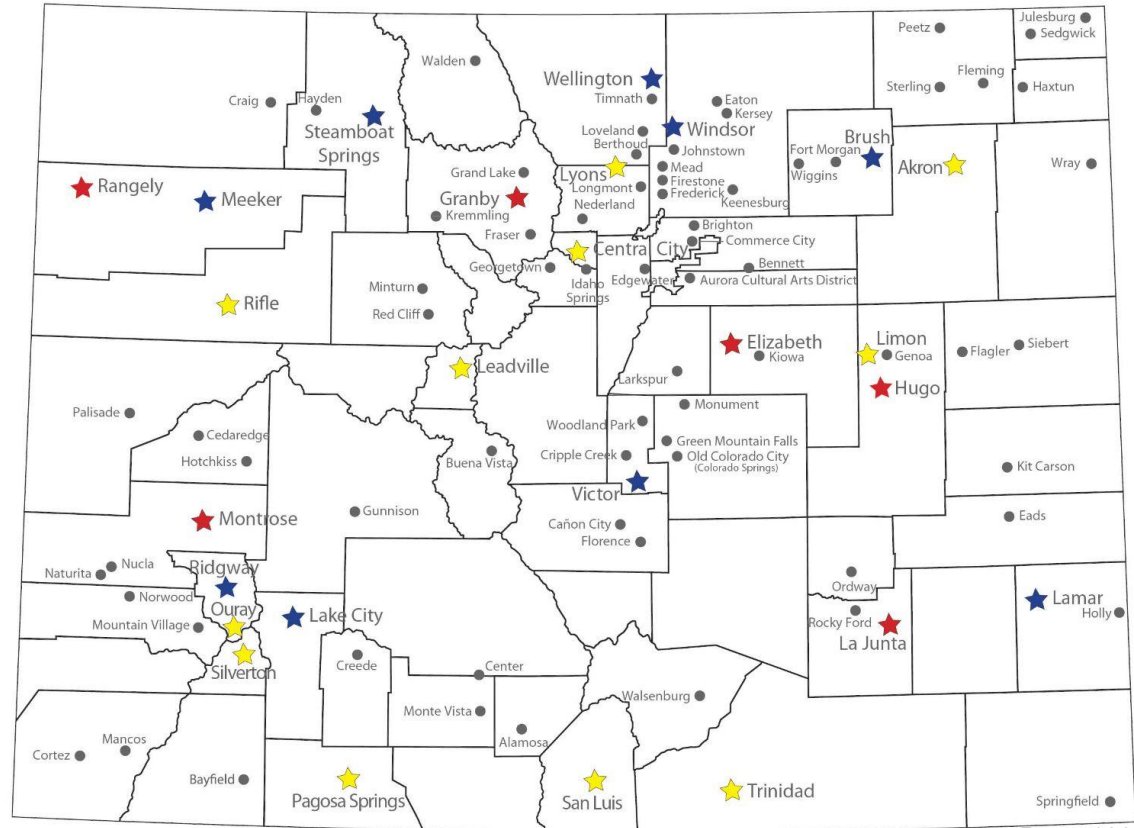


45 years of proven results

Colorado Main Street

31 official communities; 72
aspiring communities
Housed in the Department of
Local Affairs

**Supporting Rural Colorado
Communities**



Main Street Approach

Organization

Design

Promotion

Economic Vitality



Organization

Community-led downtown revitalization

- Bringing the community together
- Establishing a vision, mission, and strategic priorities



Organization: Community Interests

Municipality

- Comprehensive plan
- Infrastructure

Building and Business Owners

- Built environment
- Reasons to come downtown

Partners

- Economic (Chamber, EDC, Realtor)
- Civic (Rotary, Schools)
- Cultural (Arts, History, Library)
- Other?

Residents

- Live
- Work
- Play



Organization: How?

Vision

- Describes what you areas building toward in the future

Strategic Plan

- Defines strategy and direction
- Establishes goals

Mission

- Outlines all the things you are doing in the present to reach that goal

Work Plan

- Takes goals and establishes strategies and actions to achieve them



Colorado Main Street can assist you in developing your plan for the future



Design

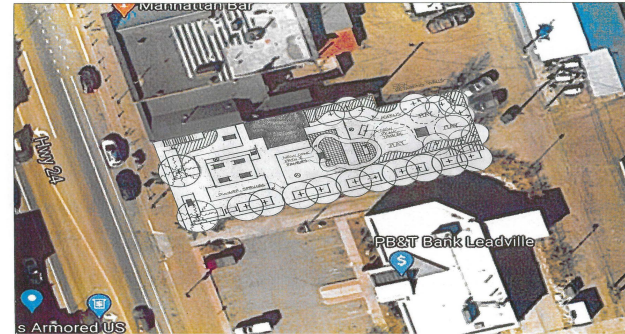
Attractive place where people want to be

- historic preservation
(buildings and businesses)
- walkability / accessibility
- placemaking



Design: Technical Assistance

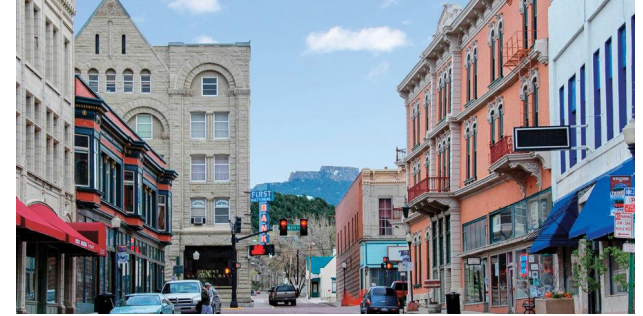
recommendations advice mechanical
local historic **history** building-codes
redevelopment sustainability
original character lighting rehabilitation awning consultants analysis
funding facade development **guidance** tax-credits
regulatory audit standards drawings windows support systems
design budget planning floorplans **building** strategy functions
grants paint **preservation** phasing
collaborate energy-efficiency restore consult
color renewables contractors equipment



Design: Historic Preservation

Identify & Designate

- Local committee/commision
- Local, State, or National level of significance
- Designation supports revitalization



Protect & Improve

- Preservation standards
- Sensitive improvements
- Restores authenticity
- Supports local economy



Design: Walkability & Accessibility

Safety

- Traffic-calming
- Reduce pedestrian risk
- Bicycle lanes
- Lighting

Accessibility

- Many people experience limited mobility in their lives
- Allow everyone to participate in downtown

Support Businesses

- Shoppers arriving by foot or bike spend 8.5% to 25% more than those arriving by car

Public Health

- Walking and biking happen in safe and pleasant places
- 47% of people more likely to be active with sidewalks

Healthy Environment

- Walking, cycling, and transit reduce pollution
- Trees and flowers good for the air and mind

Quality Development

- Dense development generates more tax revenue per acre



Design: Placemaking

Design for People

- Integrate diverse opinions into a cohesive vision

Programs and Uses

- Translate the vision into space and activity

Great Spaces

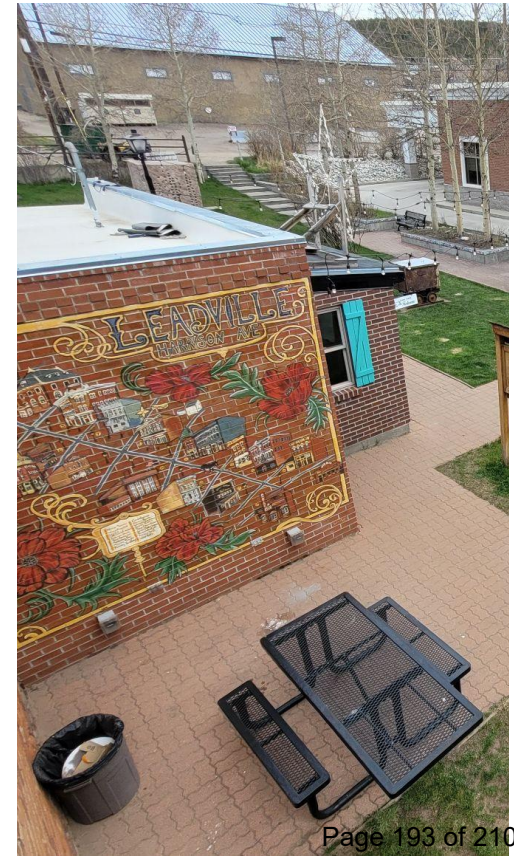
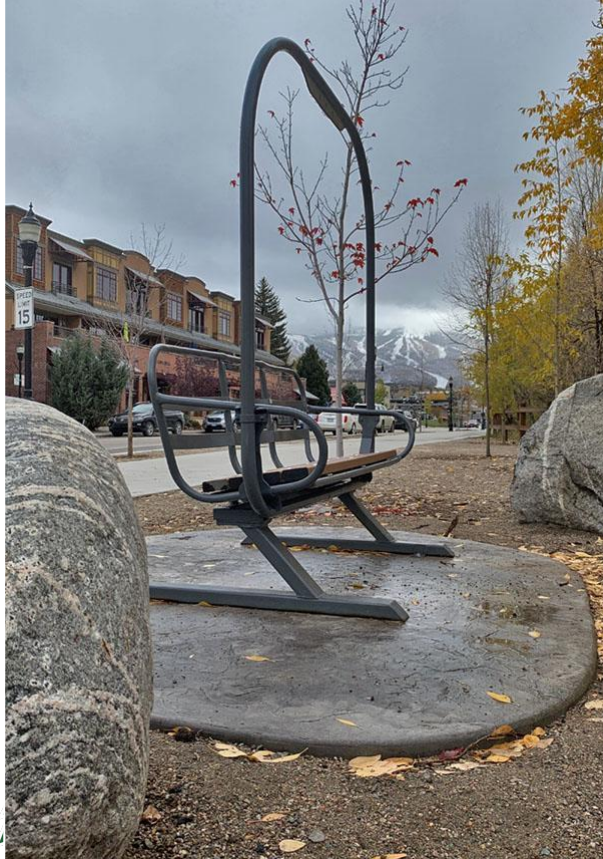
- Sociability
- Activity
- Comfort
- Public Art

Wayfinding

- Access and linkage
- Highlight points of interest and help people locate them



Design: Placemaking



Promotion

Identity and Image

- History
- Architecture
- Cultural
- Creative
- Businesses
- Outdoors



Promotion: Identity and Image



Promotional Videos!



Promotion: Events



Economic Vitality

Supporting Business

- Retention and Expansion
- Encouraging Investment
- Training and Resources



Economic Vitality: Data-Driven

Market Analysis

- What do you offer?
- Where are you leaking to other communities?

Buildings/Businesses

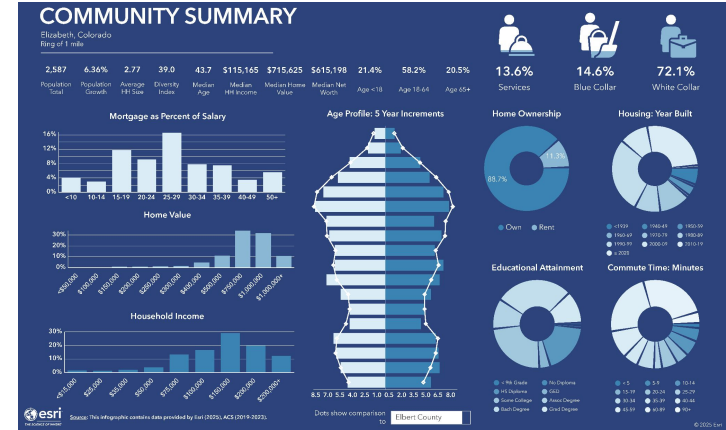
- Building stock?
- Businesses?
- Owners?
- Vacancies

Demographics

- Who are your residents?
- What is your regional market?
- Who else might you attract?

Focus Groups/Surveys

- What do your residents and stakeholders see as a need or opportunity?



Colorado Main Street Program

Webinar –Market Analysis and Opportunity Assessment Users Guide
January 2020



Economic Vitality: Real Estate

Housing

- The power of mixed-use
- Workforce housing

Adaptive Use

- Existing buildings can serve new functions

Infill

- Appropriate design to activate empty space



Being an Official Colorado Main Street



Colorado Main Street: Benefits

Training & Networking

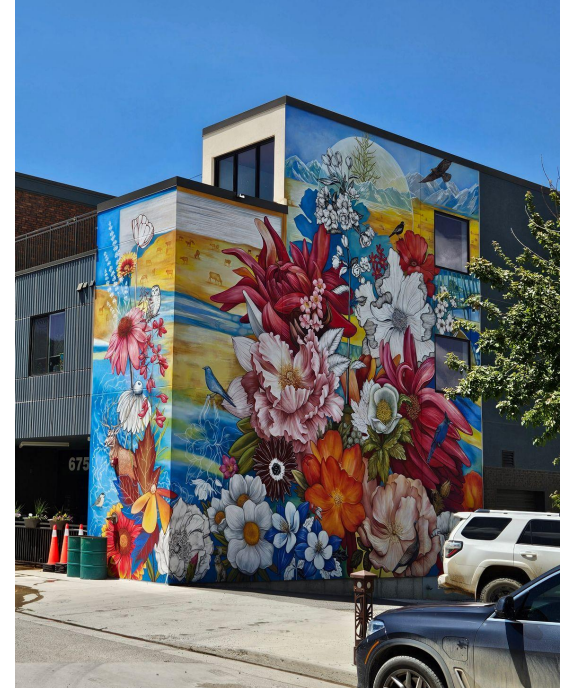
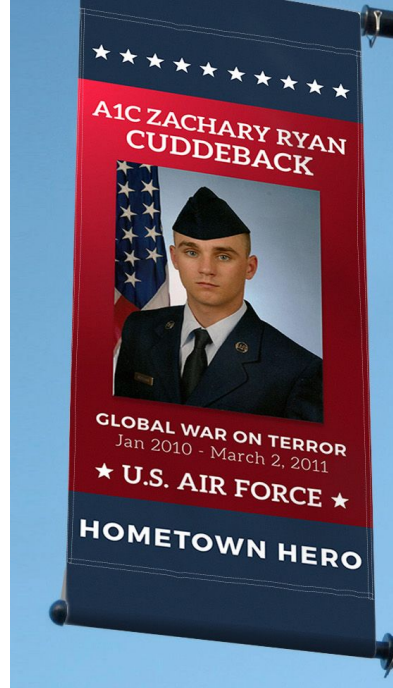
- Library of resources
- Annual visits
- Site visits
- Presentations to council or board, stakeholders, public
- Webinars
- Listserv
- Grant review, letters of support



Colorado Main Street: Benefits

Mini-Grants & Scholarships

- Tangible investments in your community
(Achieving Level: \$25,000 for 5 years)
- Professional development
(\$15,000 for 5 years)



Colorado Main Street: Benefits

Consulting Services & Technical Assistance

- Consulting pool for targeted projects
(Initial services: Strategic Plan and Branding, \$10,000-\$25,000/community)
- On-call staff
- Monthly office hours
- Professional architect to assist building-business owners



Projects to Advance Priorities
Uplift Meeker leads and advocates for transformative projects that are supported by and rely on the energy and commitment of the Town, local businesses, community organizations and our volunteers whose work elevates pride in our community.

Boost business engagement and activity in the heart of Meeker.

Projects

- Launch a local business survey focused on exploring "5 big things" we can do to promote and support business success in the heart of Meeker.
- Promote and support development of collaborative events hosted by business owners.
- Install and program a digital, interactive message board in the heart of Meeker.
- Support & collaborate with Town on relocation & welcoming guide.

Tell Our Story - Promote the value and impact of the Uplift Meeker Main Street program and its role in supporting community vitality.

Projects

- Develop a promotions and marketing plan.
- Increase social media presence.
- Refresh Uplift web site and regularly update.

Implement projects that preserve, enhance and connect people to the heart of Meeker.

Projects

- Create a signage plan that defines various types of signage and locations and integrates creative and artistic elements.
- Identify opportunities and funding for pop-up art locations and permanent installations that celebrate our heritage and creative spirit.
- Explore opportunities to work with the Town and DOLA to secure a facade improvement grant for local businesses for facade improvements, painting, frontage facelifts.
- Support private business owners in their pursuit of different grant opportunities that enhance economic vitality.
- Research & identify funding opportunities to design streetscape improvements that help to guide people to the heart of Meeker (landscaped medians, bulb outs, street trees).

Collaborate with the town and partner organizations to develop and align resources and to achieve broader community impact.

Projects

- Host a partnership meeting to share and further define roles & responsibilities of various community organizations and partners working to support the preservation and enhancement of Meeker.
- Work with the Town and other regional partners to develop a comprehensive economic development strategy.
- Host quarterly collaboration meetings with the Chamber, Town, County, and other related organizations to support activities, share resources and implement agreed projects.
- Leverage other town events and activities to cross promote Uplift Meeker and the heart of Meeker.
- Broaden Uplift Meeker Board to get more diverse representation and multi-generational participation.
- Create a structure and foundation to grow the Uplift Meeker volunteer program.



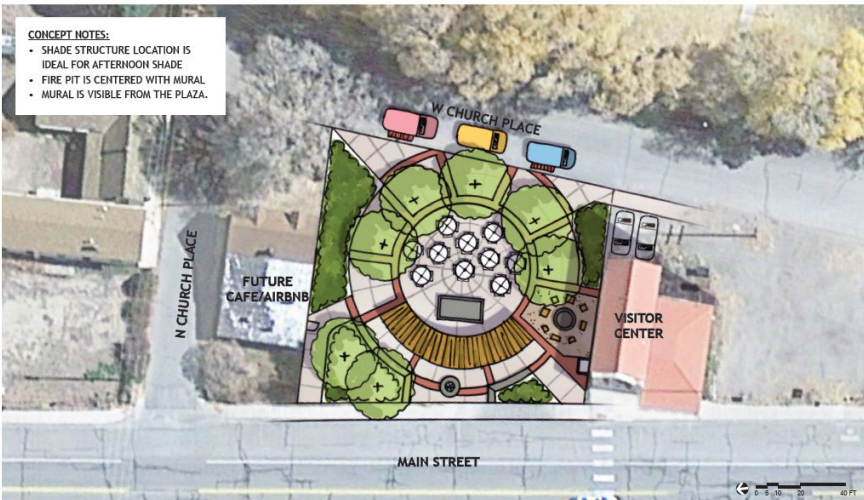
Colorado Main Street: Results



AVRES
300 201 Third Plng. 2, Suite 101, Fort Collins, CO 80501
970.221.0100 | avresinc.com/fortcollins

SAN LUIS PLAZA | DU STUDENT CONCEPT

Project Address | 408 Main Street, San Luis, CO 81152



AVRES
300 201 Third Plng. 2, Suite 101, Fort Collins, CO 80501
970.221.0100 | avresinc.com/fortcollins

SAN LUIS PLAZA | CONCEPT B

Project Address | 408 Main Street, San Luis, CO 81152

Colorado Main Street: Results

Highlights:

- UTA completed conceptual design
- MS provided Architectural support to augment concept
- MS hired consultant to complete construction documents
(\$52,300)
- San Luis awarded DOLA EIAF grant **\$1 million** to build
- Spring 2025: Activated!



***Small really does matter: Small steps,
small businesses, small deals, and small developments
can add up to a big impact.***

- Ed McMahon,
Former Board President of Main Street America

***There is simply no more cost effective economic
development program of any type, on any scale,
anywhere in the country than Main Street.***

- Donovan Rypkema,
Author of *The Economics of Historic Preservation*



Thank you



COLORADO

Department of Local Affairs



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee

Roads Committee Update

Agenda Date: Board of Trustees February 04, 2026

Attachments: None

Reviewed By:

Action Type

4) Information: Items that require no specific action and are provided for informational purposes only.

Strategic Plan Alignment:



STRATEGIC, RELIABLE & SUSTAINABLE INFRASTRUCTURE– Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.

4.1 Develop a funding strategy for implementation of the Facilities Master Plan.

4.2 Create a rolling five-year Capital Improvement Plan that prioritizes the impacts and needs of the community inclusive of a comprehensive communication strategy for each project.

Summary Statement:

In 2023, the Board of Trustees directed staff to explore a potential campaign to help fund implementation of the Transportation Master Plan, with the goal of improving road conditions and increasing the overall level of maintenance. At that time, staff conducted a public outreach campaign and resident survey, which showed general support for a sales tax dedicated to roads. However, based on resident feedback, broader economic pressures, and uncertainty related to state property tax legislation, the decision was made not to proceed.

Since then, the Town has completed several key transportation improvements, including the Tipple Parkway/Colorado Boulevard intersection project, Colorado Boulevard rideability improvements, and enhancements to snowplow services. Additionally, the Town formed a Roads Committee consisting of cross-departmental staff and Trustees Lamach and March. This committee has met weekly to identify strategies to maximize the impact of existing road funding.

Due to the rising costs of construction and ongoing maintenance, the Board has now directed staff to revisit a potential road sales tax initiative. The intent is to provide the community with an option to accelerate road improvements and address long-term transportation needs in a more timely manner.

Detail of Issue/Request:

As part of advancing a potential ballot initiative, staff has met with the Board during two additional study sessions to discuss a possible timeline for a November 2026 ballot measure. This would include the development of a marketing and communications plan. As an initial step in that process, staff is presenting a messaging framework to receive Board feedback prior to broader public communication.

The proposed messaging reflects extensive resident input gathered through Community Tours and Talks, Business Roundtable events, major community events (including Frederick in Flight, Chainsaw & Chuckwagons, and Miner's Day), the 2023 Flash Survey, the 2025 National Community Survey, and the Comprehensive Plan survey.

Based on this feedback, staff organized priorities into four primary focus areas ("buckets"):

1. **Highway 52** – Regional collaboration to prepare for maintenance and improvements along Highway 52, including the frontage road, interchange, and gateway into the community.
2. **Congestion and Safety** – Projects that improve traffic flow and safety, such as intersection improvements and operational upgrades.
3. **Rideability** – Improving the condition and maintenance level of roads and road services (e.g., Bella Rosa Parkway).
4. **Sidewalks, Crossings, and Trails** – Advancing projects identified in Frederick's multi-modal planning initiatives.

For each focus area, staff will present example projects and realistic timelines. Large

transportation projects typically require approximately three years to complete: one year for design, one year for right-of-way acquisition, and one year for construction.

Legal Comments:

Town Attorney's Office has been attending meetings and will help draft language as needed.

Alternatives/Options

The purpose of this discussion is to provide the Board with an update, present recommended draft messaging, and obtain feedback to further refine and advance the public communication strategy.

Financial Considerations

A proposed 1% road sales tax is estimated to generate approximately \$4 million annually. Staff will also discuss options for bonding to accelerate project delivery compared to the current pay-as-you-go approach.

Staff Recommendation

Staff recommend moving forward with the draft messaging framework organized around the four identified focus areas:

1. Highway 52
2. Congestion and Safety
3. Rideability
4. Sidewalks, Crossings, and Trails

Staff further recommends presenting specific projects and associated timelines for each focus area at the meeting and continuing to refine the messaging based on feedback from the Board, the Roads Committee, and residents.

Community Impact

If approved by voters, this initiative would allow the Town of Frederick to advance critical road infrastructure improvements more quickly, addressing community concerns related to rideability, congestion, and roadway safety while supporting long-term transportation planning.