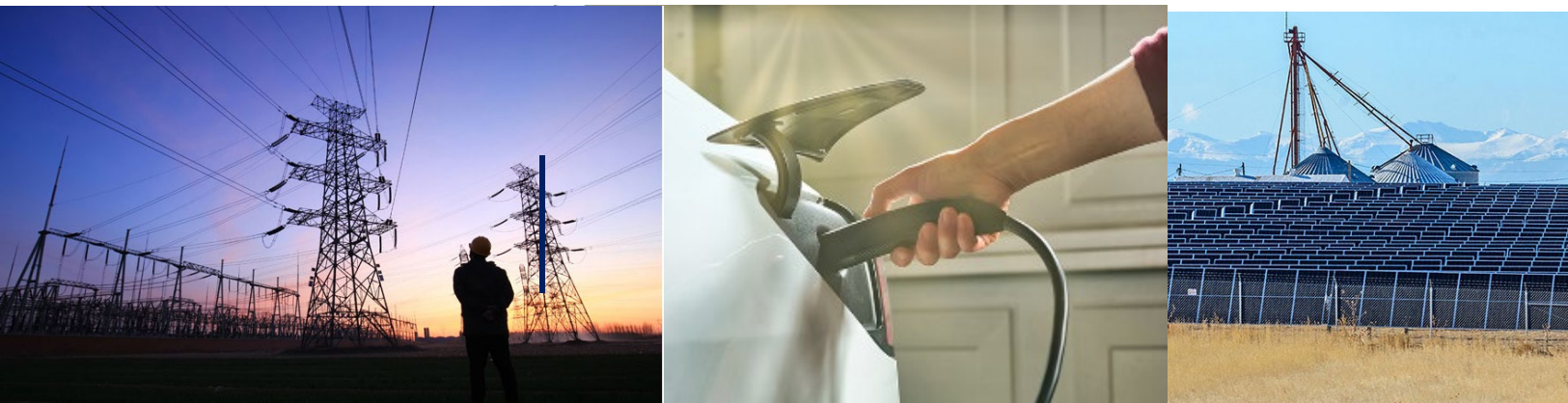


MUEGGE FARMS BENNETT, CO

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From Our Business Development Director

We are honored to provide you with an overview of CORE Electric Cooperative!

CORE Electric Cooperative is a not-for-profit, member-owned utility. We are the largest cooperative and the second-largest electric utility in the state of Colorado. We proudly serve electricity to 5,000 square miles around the Denver Metro region with service in 11 counties. CORE is ready to serve your client with available load capacity, a healthy and growing renewable energy mix, available verified real estate sites, and competitive rates.

As a non-regulated utility, CORE can work with members and prospective members to design development rate options or make consideration to system improvement investments. Unlike other utilities in Colorado that must file applications to the Colorado Public Utilities Commission, potentially taking years, we can do this with approval from our Board of Directors, which can be accomplished in rapid time.

CORE has a history of strong credit and operational excellence. CORE holds an “AA-” credit rating from Fitch Ratings with a “Stable” outlook. “AA-” is in the highest public rating tier achieved for electric distribution cooperatives rated by Fitch Ratings.

CORE is leading an energy transformation that will increase renewable options for our members. The energy mix information provided in this notebook shows this transition. Our partnership with Invenergy, starting in 2026, will provide CORE with over 1.2 terawatt hours of renewable energy per year, which includes approximately 400 MW of new solar and wind energy projects and 100 MW of battery storage, backed up by over 300 MW of existing reliable natural gas resources. These agreements pave the way for CORE’s future as the cleanest, most reliable, electric company in Colorado, and signal CORE’s transformation to a fully independent electric utility with control of its power supply future.

CORE can also work with members on battery storage options. In locations where a large load requires resiliency, CORE will collaborate with members to define an investment and deployment program that mutually benefits the member and the utility.

We look forward to working with you and providing your client with The Energy to Thrive!

Sincerely,

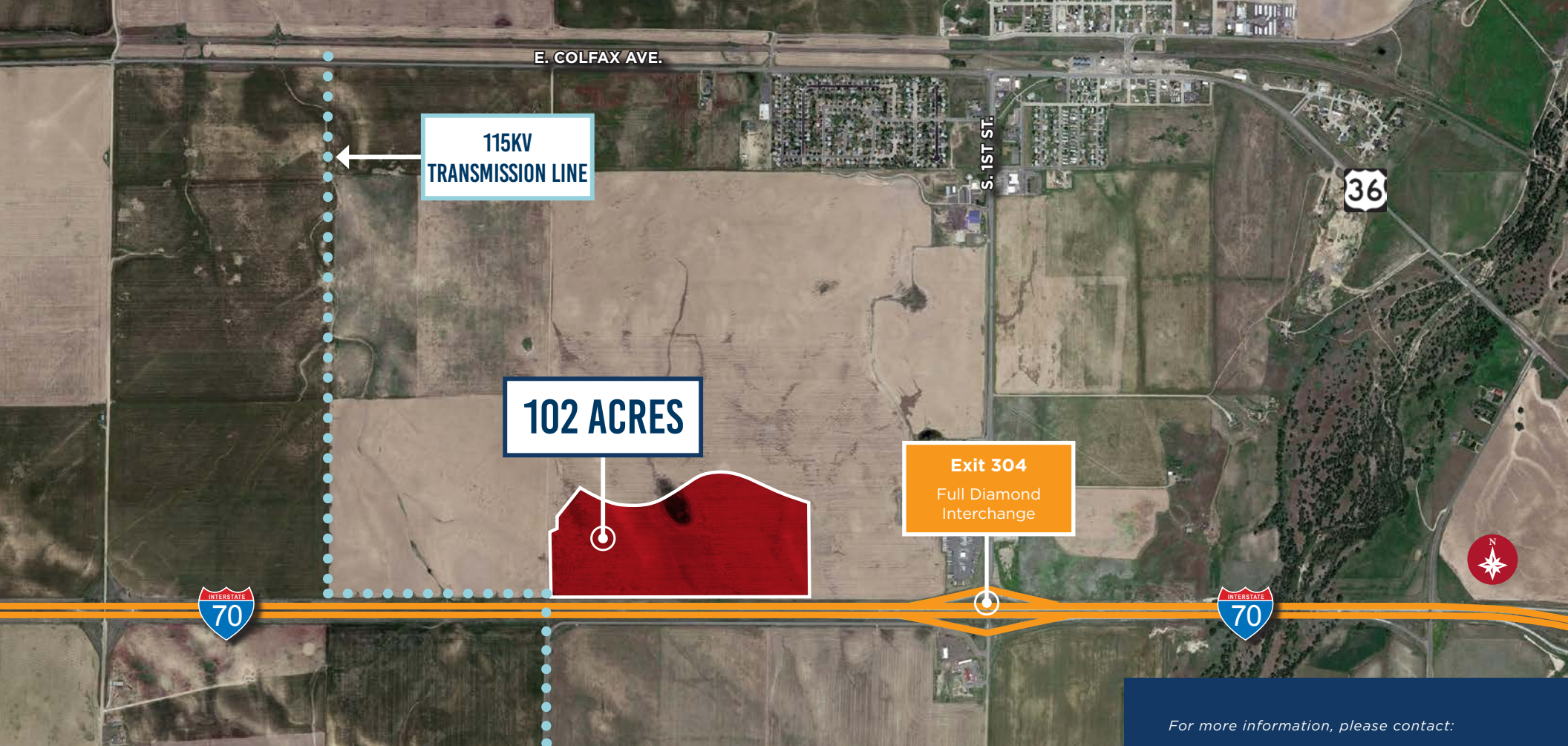
Robert Osborn, Esq.
Director of Business Development
rosborn@core.coop

SITE OVERVIEW AND CONTACT INFORMATION

Site Name	Muegge Farms
Site Address	<p>Located in Bennett, CO</p> <p>North: Marketplace Drive</p> <p>South: Interstate 70</p> <p>East: Highway 79 / Converse Road</p> <p>West: Not yet designated</p>
Site Contact (Owner / Broker)	<p>Muegge Farms, LLC, 500 Cedar Ave., Grand Junction, CO 81501</p> <p>Owner Representative:</p> <p>Daniel Watts, Manager</p> <p>dandwatts@comcast.net</p>
Local City or Economic Development Contact	<p>Dawanta Parks, Town of Bennett</p> <p>Economic Development Coordinator</p> <p>dparks@bennett.co.us</p> <p>Office: 303.644.3249 ext. 1003</p> <p>Cell: 720.843.8197</p>
CORE Electric Cooperative Contact	<p>Robert Osborn, Esq.</p> <p>Business Development Director</p> <p>rosborn@core.coop</p> <p>Office: 720.733.5543</p> <p>Mobile: 303.437.0668</p> <p>5496 N U.S. Highway 85</p> <p>Sedalia, CO 80135</p>

GENERAL SITE INFORMATION

Location	North: Marketplace Drive South: Interstate 70 East: Highway 79 / Converse Road West: Not yet designated / residential planned
Owner	Muegge Farms, LLC, 500 Cedar Ave., Grand Junction, CO 81501 Owner Representative: Daniel Watts, Manager dandwatts@comcast.net
Size	102 acres (PA-8) – Employment Center (2 acres designated for an onsite fire station) 33.9 (PA-9) – Commercial, contiguous to the east
Current and Previous Use	Vacant land / Agriculture
Land use adjacent to site	North: Residential / Planned Residential South: I-70 and vacant land south of I-70 East: Residential and Commercial West: Vacant land / Agriculture – Residential planned on parcel directly west of the site
Zoning	Bennett Zoning Map Bennett CO Current zoning of site: PD (Planned Development) West: A-3 (Agriculture)
Asking Price	\$4.50 / square foot or \$196,020 / acre
Highway Access	Adjacent to I-70 (Site is just north of I-70) and <1 mile from interchange / access; I-25 is 32 miles west of Bennett; <0.5 mile from Highway 79 and 1.1 miles to Highway 36
Air Access	23 miles to Denver International Airport (DEN) Denver International Airport DEN 22 miles to Denver International Airport Cargo; multiple providers ~9 miles to Colorado Air & Space Port Colorado Air and Space Port
Rail Access	No rail access.



I-70 & S. 1ST STREET, BENNETT, CO - 102 ACRES

DATA CENTER/INDUSTRIAL LAND FOR SALE

- ZONING ALLOWS FOR DATA CENTER USE - APPROVED BY TOWN OF BENNETT
- ABLE TO PROVIDE 12MW OF BRIDGING POWER WITH TWO 6MW FEEDERS FROM CORE PIONEER SUBSTATION 1.5 MILE NORTHWEST OF SITE
- 115KV TRANSMISSION LINE RUNS ADJACENT TO SITE FOR FUTURE SUBSTATION
- CITY PROVIDED WATER AVAILABLE TO SITE
- PIONEER SOLAR DEVELOPMENT ACROSS E COLFAX AVE TO THE NORTH
- ALONG I-70 WITH FULL DIAMOND INTERCHANGE

For more information, please contact:

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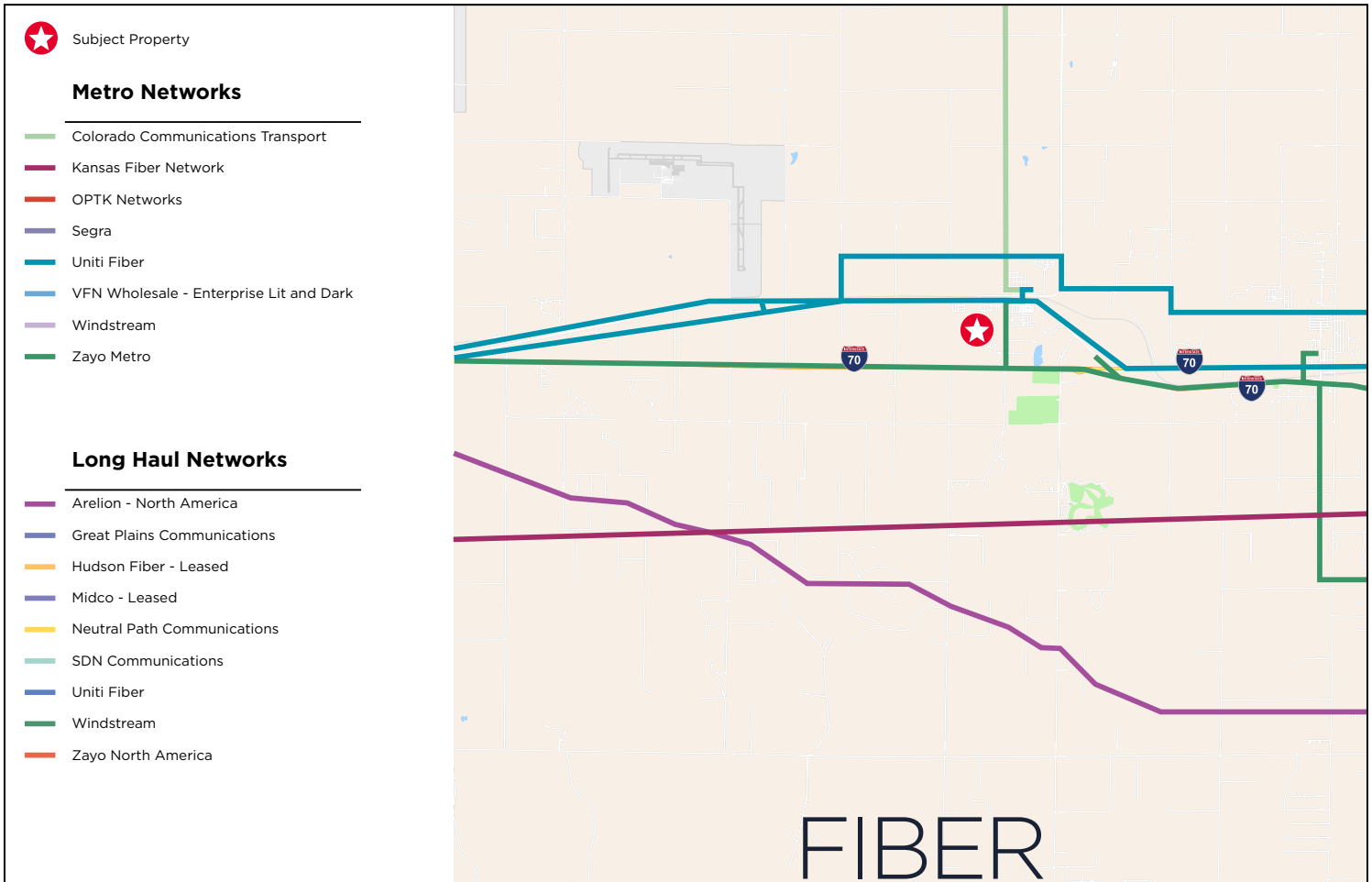
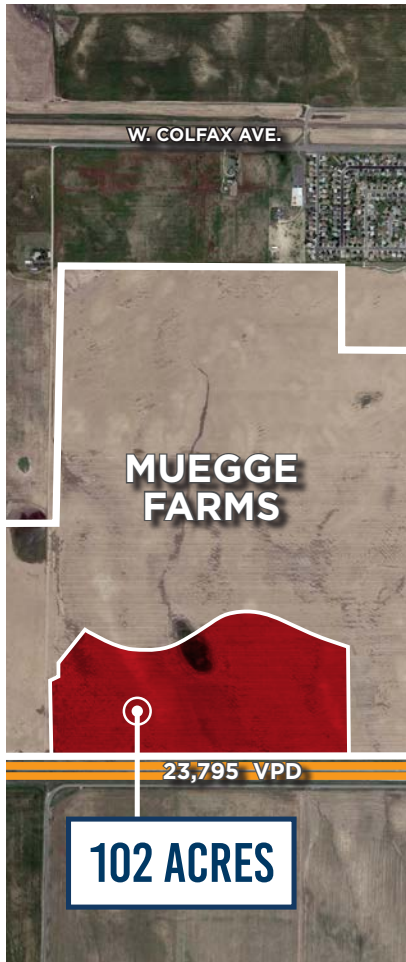




BENNETT SKYLINE

BENNETT DATA CENTERS

CLOSE UP AERIAL VIEW



CONTACT INFORMATION

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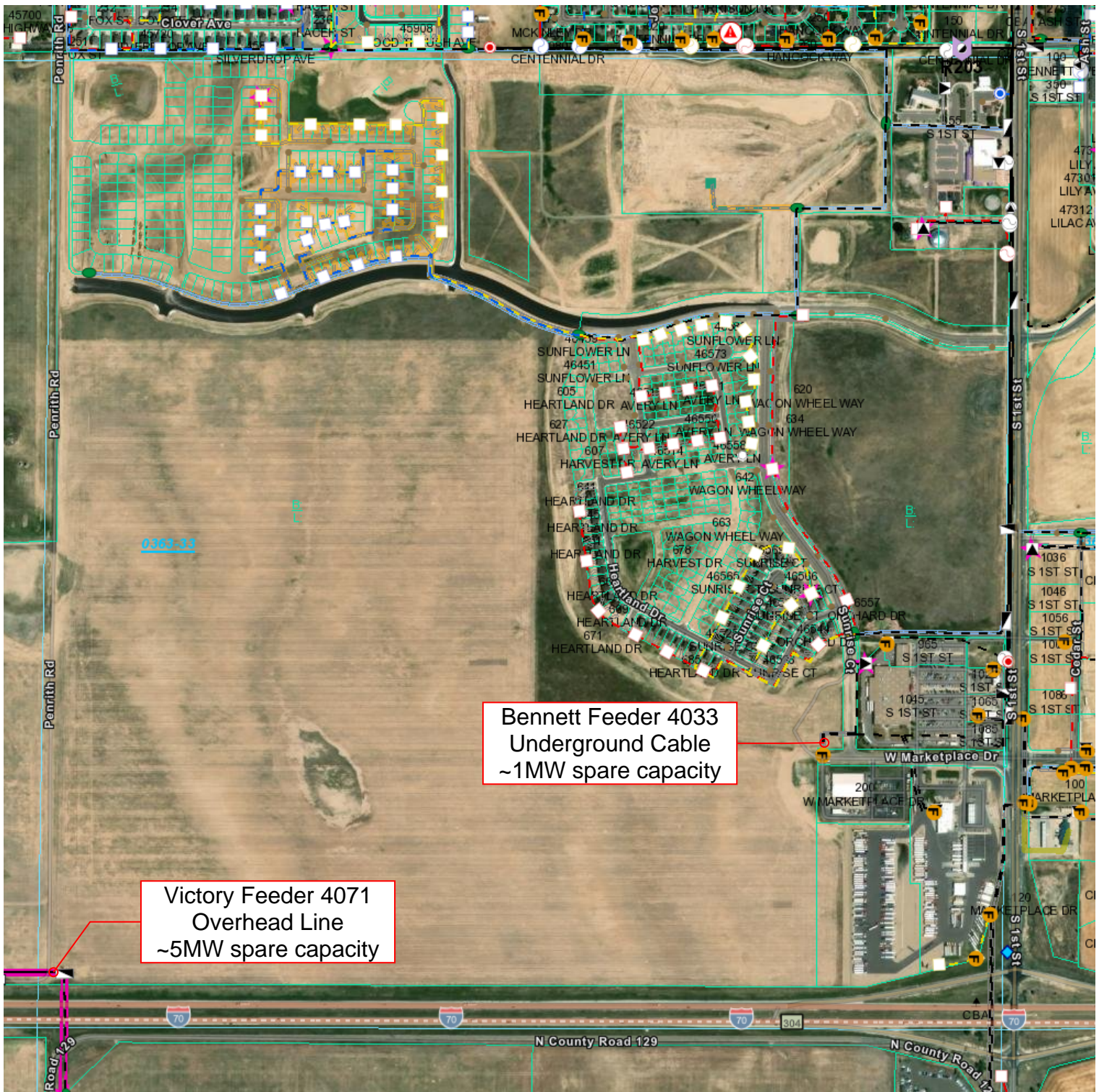


UTILITIES

Electric

Electric power provider contact name, address, phone	Robert Osborn, Esq. Business Development Director rosborn@core.coop Office: 720.733.5543 Mobile: 303.437.0668 5496 N U.S. Highway 85 Sedalia, CO 80135
Distance from the site to electric power service	On site, southwest corner and center east side of site.
Electric service type and voltage serving the site	Three-phase, overhead and underground, 12.47kV, with normal-open connection to backup circuit.
Distance to and name of the substation(s) servicing the site	Bennett Substation: 1.5 miles Victory Substation: 6.0 miles
Largest power demand that can currently be served at the site	5MW of capacity is immediately available
Dual feed service potential	Dual feed service is available from Victory Substation: 6.0 miles and Bennett Substation: 1.5 miles.
Planned electric power system upgrades that would impact this site (substation capacity, line improvement, etc.)	No capacity related projects are currently planned for this area. A second power transformer with a capacity of 20MW was installed at the Bennett Substation in 2025.

Muegge Farms Service & Capacity Review



Note: CORE does not reserve capacity. Statements of available capacity are based on historical loading and loading estimates of projects currently under construction. Actual available capacity for new load service will be evaluated at the time of service application.

Natural Gas

Natural gas provider contact name, address, phone	Justin Guterrez, Summit Utilities, Inc. Colorado Natural Gas jguterrez@SummitUtilitiesInc.com Direct: 720.954.2804 Office: 720.981.2123 ext. 11187
Distance from the site to the natural gas line	It would currently be approximately 880 L.F. to site PA-9, however if Muegge Farms Filing No 5 is built prior to PA-9 and PA-8, it would be much closer. <u>Estimated cost to extend gas line to the site:</u> September 2025 estimate is approximately \$22 / foot for trench for 4" main (subject to change).
Provide size of the gas line serving the site (Ex: 2")	More than likely a 2" or 4" main line. This would be determined based on the requested capacity.
capacity for the line serving the site	Approximately 42,000 CFH A high pressure 8" steel gas line that parallels Penrith Road can be tapped for additional capacity.
for the line serving the site (PSI)	44 psig is the MAOP (Maximum Allowable Operating Pressure)
Planned upgrades to the gas system that would impact this site	None planned. There is currently plenty of capacity for the Town of Bennett. Recent request for an additional easement near Penrith Rd for another Regulator Station once the area of Muegge Farms is built out.

Water

Water service provider contact name, address, phone	Daniel Pershing, Town of Bennett Capital Projects & Utilities Director dpershing@bennett.co.us 303.644.3249 ext. 1030
Distance from the site to the water line	12" waterline being installed just north of site within Marketplace Drive.
Briefly describe and provide a map or drawing indicating water service to the site	Civil Plan Drawings Provided within: Water_Town of Bennett_Pages from Muegge Farms - Major Road South Const. Plans.pdf
Size of the water line that will serve the site	092025: There is currently a 12" waterline being installed within Marketplace Drive as a part of the improvements for Muegge Farms Filing 5; which can be extended onto the site for internal looping regarding fire protection and service connection.
Water line service capacity for the line that will serve the site	Planned Capacity is 1500 gpd/acre (.15 MGD) but may be limited based on sewer capacity.
Water service pressure for the line that will serve the site (PSI)	Approximately 74 PSI assumed based on elevation but can be measured along with a physical fire flow test.
Source of the municipal water?	Municipal well sites.
Overall available capacity of the municipal water system?	Planned Capacity is 1500 gpd/acre (.15 MGD) but may be limited based on sewer capacity.
Profile or chemical analysis of the municipal water serving the site	2025 Bennett Water Quality Report
Head pressure at closest hydrant	Approximately 74 PSI assumed based on elevation.
Flow rate at nearest hydrant	A Physical fire flow test will need to be scheduled and conducted separately.
Is the water system that will serve the site part of a looped system?	Yes, the system will have a major looping network via Marketplace, Foggy Way, Civic Center Drive, and SH-79.
Planned water system upgrades that would impact this site	Yes, the system will have a major looping network via Marketplace, Foggy Way, Civic Center Drive, and SH-79.
Ability to drill wells on the site	Analysis of capacity would need to be conducted separately via Jehn Water.

BENNETT TOWN OF 2025 Drinking Water Quality Report

Covering Data For Calendar Year 2024

Public Water System ID: C00101020

Esta es información importante. Si no la pueden leer, necesitan que alguien se la traduzca.

We are pleased to present to you this year's water quality report. Our constant goal is to provide you with a safe and dependable supply of drinking water. Please contact RICKY L MARTINEZ at 303-644-3249 with any questions or for public participation opportunities that may affect water quality.

General Information

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (1-800-426-4791) or by visiting [epa.gov/ground-water-and-drinking-water](https://www.epa.gov/ground-water-and-drinking-water).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV-AIDS or other immune system disorders, some elderly, and infants can be particularly at risk of infections. These people should seek advice about drinking water from their health care providers. For more information about contaminants and potential health effects, or to receive a copy of the U.S. Environmental Protection Agency (EPA) and the U.S. Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and microbiological contaminants call the EPA Safe Drinking Water Hotline at (1-800-426-4791).

Contaminant Information

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- **Microbial contaminants:** viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- **Inorganic contaminants:** salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- **Pesticides and herbicides:** may come from a variety of sources, such as agriculture, urban storm water runoff, and residential uses.

- **Radioactive contaminants:** can be naturally occurring or be the result of oil and gas production and mining activities.
- **Organic chemical contaminants:** including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production, and also may come from gas stations, urban storm water runoff, and septic systems.

In order to ensure that tap water is safe to drink, the Colorado Department of Public Health and Environment prescribes regulations limiting the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration regulations establish limits for contaminants in bottled water that must provide the same protection for public health.

Lead in Drinking Water

Lead can cause serious health effects in people of all ages, especially pregnant people, infants (both formula-fed and breastfed), and young children. Lead in drinking water is primarily from materials and parts used in service lines and in home plumbing. We are responsible for providing high quality drinking water and removing lead pipes but cannot control the variety of materials used in the plumbing in your home. Because lead levels may vary over time, lead exposure is possible even when your tap sampling results do not detect lead at one point in time.

You can help protect yourself and your family by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Using a filter, certified by an American National Standards Institute accredited certifier to reduce lead, is effective in reducing lead exposures. Follow the instructions provided with the filter to ensure the filter is used properly.

Use only cold water for drinking, cooking, and making baby formula. Boiling water does not remove lead from water. Before using tap water for drinking, cooking, or making baby formula, flush your pipes for several minutes. You can do this by running your tap, taking a shower, doing laundry or a load of dishes. If you have a lead service line or galvanized requiring replacement service line, you may need to flush your pipes for a longer period. If you are concerned about lead in your water and wish to have your water tested, contact RICKY L MARTINEZ at 303-644-3249. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at epa.gov/safewater/lead.

Service Line Inventory

New state and federal laws require us to inventory all water service lines in our service area to classify the material. A service line is the underground pipe that carries water from the water main, likely in the street, into your home or building. If you would like to view a copy of our service line inventory or have questions about the material of your service line, contact RICKY L MARTINEZ at 303-644-3249.

Source Water Assessment and Protection (SWAP)

The Colorado Department of Public Health and Environment may have provided us with a

BENNETT TOWN OF, PWS ID: CO0101020

Source Water Assessment Report for our water supply. For general information or to obtain a copy of the report please visit wqcdcompliance.com/ccr. The report is located under “Guidance: Source Water Assessment Reports”. Search the table using our system name or ID, or by contacting RICKY L MARTINEZ at 303-644-3249. The Source Water Assessment Report provides a screening-level evaluation of potential contamination that *could* occur. It *does not* mean that the contamination *has or will* occur. We can use this information to evaluate the need to improve our current water treatment capabilities and prepare for future contamination threats. This can help us ensure that quality finished water is delivered to your homes. In addition, the source water assessment results provide a starting point for developing a source water protection plan. Potential sources of contamination in our source water area are listed below. Please contact us to learn more about what you can do to help protect your drinking water sources, any questions about the Drinking Water Quality Report, to learn more about our system, or to attend scheduled public meetings. We want you, our valued customers, to be informed about the services we provide and the quality water we deliver to you every day.

Our Water Sources

Sources (Water Type - Source Type)	Potential Source(s) of Contamination
WELL NO 9 (Groundwater-Well) WELL 3R (Groundwater-Well) WELL 6UA (Groundwater-Well) WELL 6D (Groundwater-Well) WELL NO 13 (Groundwater-Well) WELL NO 11 (Groundwater-Well) WELL NO 4 (Groundwater-Well) WELL NO 5 (Groundwater-Well) WELL NO 7 (Groundwater-Well) WELL NO 8 (Groundwater-Well) WELL 6LFH (Groundwater-Well)	Permitted Wastewater Discharge Sites, Aboveground, Underground and Leaking Storage Tank Sites, Commercial/Industrial/Transportation, Low Intensity Residential, Urban Recreational Grasses, Row Crops, Fallow, Small Grains, Road Miles

Terms and Abbreviations

- **Maximum Contaminant Level (MCL)** – The highest level of a contaminant allowed in drinking water.
- **Treatment Technique (TT)** – A required process intended to reduce the level of a contaminant in drinking water.
- **Health-Based** – A violation of either a MCL or TT.
- **Non-Health-Based** – A violation that is not a MCL or TT.
- **Action Level (AL)** – The concentration of a contaminant which, if exceeded, triggers treatment and other regulatory requirements.

- **Maximum Residual Disinfectant Level (MRDL)** – The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Maximum Contaminant Level Goal (MCLG)** – The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **Maximum Residual Disinfectant Level Goal (MRDLG)** – The level of a drinking water disinfectant, below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **Violation (No Abbreviation)** – Failure to meet a Colorado Primary Drinking Water Regulation.
- **Formal Enforcement Action (No Abbreviation)** – Escalated action taken by the State (due to the risk to public health, or number or severity of violations) to bring a non-compliant water system back into compliance.
- **Variance and Exemptions (V/E)** – Department permission not to meet a MCL or treatment technique under certain conditions.
- **Gross Alpha (No Abbreviation)** – Gross alpha particle activity compliance value. It includes radium-226, but excludes radon 222, and uranium.
- **Picocuries per liter (pCi/L)** – Measure of the radioactivity in water.
- **Nephelometric Turbidity Unit (NTU)** – Measure of the clarity or cloudiness of water. Turbidity in excess of 5 NTU is just noticeable to the typical person.
- **Compliance Value (No Abbreviation)** – Single or calculated value used to determine if regulatory contaminant level (e.g. MCL) is met. Examples of calculated values are the 90th Percentile, Running Annual Average (RAA) and Locational Running Annual Average (LRAA).
- **Average (x-bar)** – Typical value.
- **Range (R)** – Lowest value to the highest value.
- **Sample Size (n)** – Number or count of values (i.e. number of water samples collected).
- **Parts per million = Milligrams per liter (ppm = mg/L)** – One part per million corresponds to one minute in two years or a single penny in \$10,000.
- **Parts per billion = Micrograms per liter (ppb = ug/L)** – One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.
- **Not Applicable (N/A)** – Does not apply or not available.
- **Level 1 Assessment** – A study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.
- **Level 2 Assessment** – A very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

Detected Contaminants

BENNETT TOWN OF routinely monitors for contaminants in your drinking water according to Federal and State laws. The following table(s) show all detections found in the period of BENNETT TOWN OF, PWS ID: CO0101020

January 1 to December 31, 2024 unless otherwise noted. The State of Colorado requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year, or the system is not considered vulnerable to this type of contamination. Therefore, some of our data, though representative, may be more than one-year-old. Violations and Formal Enforcement Actions, if any, are reported in the next section of this report.

Note: Only detected contaminants sampled within the last 5 years appear in this report. If no tables appear in this section, then no contaminants were detected in the last round of monitoring.

Disinfectants Sampled in the Distribution System TT Requirement: At least 95% of samples per period (month or quarter) must be at least 0.2 ppm <u>OR</u> If sample size is less than 40 no more than 1 sample is below 0.2 ppm Typical Sources: Water additive used to control microbes						
Disinfectant Name	Time Period	Results	Number of Samples Below Level	Sample Size	TT Violation	MRDL
Chlorine	December, 2024	Lowest period percentage of samples meeting TT requirement: 100%	0	5	No	4.0 ppm

Lead and Copper Sampled in the Distribution System Lead and Copper Individual Sample Results									
Contaminant Name	Time Period	Tap Sample Range Low - High	90 th Percentile	Sample Size	Unit of Measure	90 th Percentile AL	Sample Sites Above AL	90 th Percentile AL Exceedance	Typical Sources
Copper	09/23/2024 to	0.015 to 0.26	0.06	10	ppm	1.3	0	No	Corrosion of household plumbing

Lead and Copper Sampled in the Distribution System									
<u>Lead and Copper Individual Sample Results</u>									
Contaminant Name	Time Period	Tap Sample Range Low - High	90 th Percentile	Sample Size	Unit of Measure	90 th Percentile AL	Sample Sites Above AL	90 th Percentile AL Exceedance	Typical Sources
	09/25/2024								systems; Erosion of natural deposits
Lead	09/23/2024 to 09/25/2024	0 to 17	1	10	ppb	15	1	No	Corrosion of household plumbing systems; Erosion of natural deposits

Disinfection Byproducts Sampled in the Distribution System									
Name	Year	Average	Range Low - High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Total Trihalomethanes (TTHM)	2024	1.5	1.5 to 1.5	1	ppb	80	N/A	No	Byproduct of drinking water disinfection

Radionuclides Sampled at the Entry Point to the Distribution System									
Contaminant Name	Year	Average	Range Low - High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Gross Alpha	2024	1.45	0 to 5.1	4	pCi/L	15	0	No	Erosion of natural deposits
Combined Radium	2024	0.53	0 to 1.1	4	pCi/L	5	0	No	Erosion of natural deposits

Inorganic Contaminants Sampled at the Entry Point to the Distribution System									
Contaminant Name	Year	Average	Range Low - High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Arsenic	2024	1.25	1 to 2	4	ppb	10	0	No	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes

Inorganic Contaminants Sampled at the Entry Point to the Distribution System									
Contaminant Name	Year	Average	Range Low - High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
Barium	2024	0.03	0.03 to 0.03	4	ppm	2	2	No	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Chromium	2024	4.5	3 to 5	4	ppb	100	100	No	Discharge from steel and pulp mills; erosion of natural deposits
Fluoride	2024	1.96	1.81 to 2.19	4	ppm	4	4	No	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Selenium	2024	1.75	1 to 3	4	ppb	50	50	No	Discharge from petroleum and metal refineries; erosion of natural deposits;

Inorganic Contaminants Sampled at the Entry Point to the Distribution System									
Contaminant Name	Year	Average	Range Low - High	Sample Size	Unit of Measure	MCL	MCLG	MCL Violation	Typical Sources
									discharge from mines
Thallium	2024	0.25	0 to 1	4	ppb	2	0.5	No	Leaching from ore-processing sites; discharge from electronics, glass, and drug factories

Fluoride: This is an alert about your drinking water and a cosmetic dental problem that might affect children under nine years of age. *At low levels, fluoride can help prevent cavities, but children drinking water containing more than 2 parts per million (ppm) of fluoride may develop cosmetic discoloration of their permanent teeth (dental fluorosis).* The drinking water provided by your community water system has a fluoride concentration above 2 parts per million (ppm), but below 4 parts per million (ppm). Dental fluorosis, in its moderate or severe forms, may result in a brown staining and/or pitting of the permanent teeth. This problem occurs only in developing teeth, before they erupt from the gums. Children under nine years of age should be provided with alternative sources of drinking water or water that has been treated to remove the fluoride to avoid the possibility of staining and pitting of their permanent teeth. You may also want to contact your dentist about proper use by young children of fluoride-containing products. Older children and adults may safely drink the water.

Drinking water containing more than 4 parts per million (ppm) of fluoride (the Colorado Department of Public Health and Environment's drinking water standard) can increase your risk of developing bone disease. Your drinking water does not contain more than 4 parts per million (ppm) of fluoride, but we're required to notify you when we discover that the fluoride levels in your drinking water exceed 2 parts per million (ppm) because of this cosmetic dental problem.

For more information, please contact us. Some home water treatment units are also available to remove fluoride from drinking water. To learn more about available home water treatment units, you may call NSF International at (1-877-8-NSF-HELP).

Secondary Contaminants**

****Secondary standards are non-enforceable guidelines for contaminants that may cause cosmetic effects (such as skin, or tooth discoloration) or aesthetic effects (such as taste, odor, or color) in drinking water**

Contaminant Name	Year	Average	Range Low - High	Sample Size	Unit of Measure	Secondary Standard
Sodium	2024	187.88	171.6 to 208	4	ppm	N/A

Violations, Significant Deficiencies, and Formal Enforcement Actions

Non-Health-Based Violations

These violations do not usually mean that there was a problem with the water quality. If there had been, we would have notified you immediately. We missed collecting a sample (water quality is unknown), we reported the sample result after the due date, or we did not complete a report/notice by the required date.

Name	Description	Time Period
STORAGE TANK RULE	FAILURE TO MEET STORAGE TANK REQUIREMENTS - F325	08/05/2024 - 08/05/2024
REVISED TOTAL COLIFORM RULE (RTCR)	FAILURE TO HAVE ADEQUATE COLIFORM BACTERIA SAMPLE SITES - R518	08/05/2024 - 09/19/2024
DISINFECTION BYPRODUCTS	FAILURE TO MONITOR AND/OR REPORT	01/01/2024 - 12/31/2024

Additional Violation Information

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

Describe the steps taken to resolve the violation(s), and the anticipated resolution date:

STORAGE TANK RULE: On July 22, 2024, the Town of Bennett provided the state department inspector with an updated storage tank plan with an adequate alternative justification schedule description included for the King Jelly Fish tank. This violation is considered resolved.

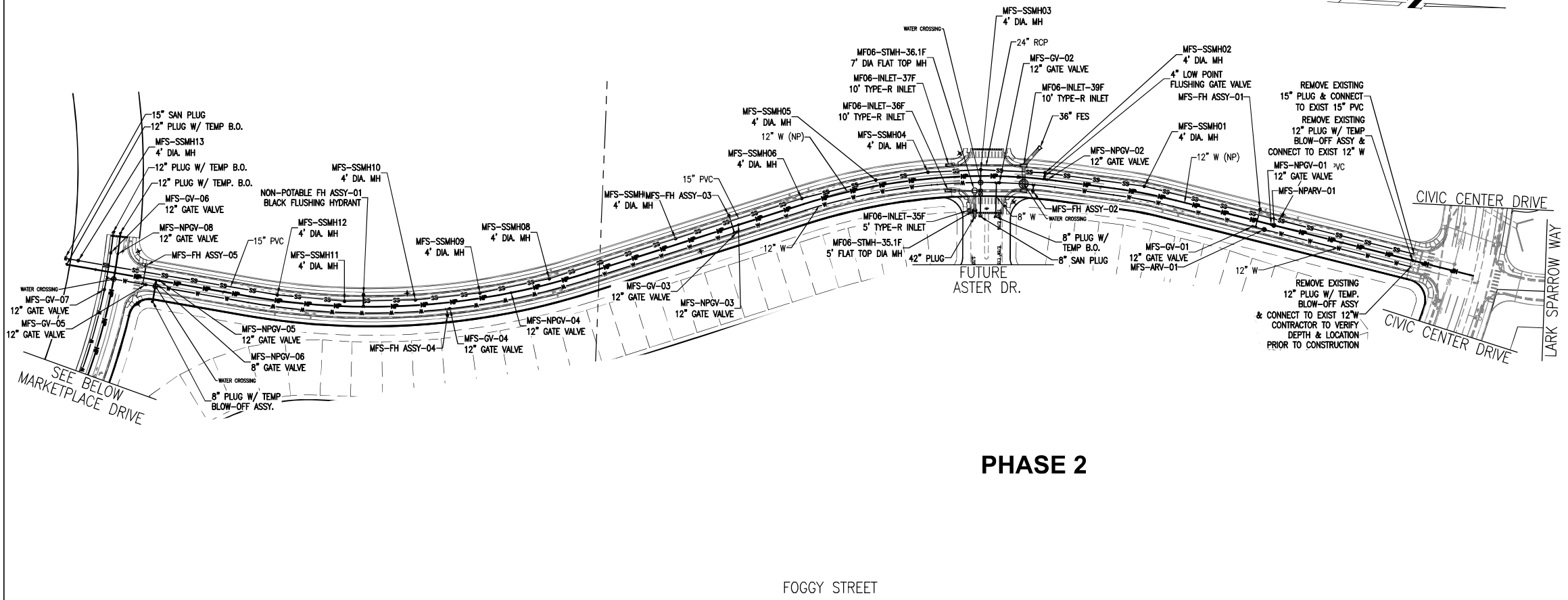
REVISED TOTAL COLIFORM RULE (RTCR): During our 2024 State inspection, the state inspector identified the sample sites were not representative of the distribution system. We have added sample points to make sure the sampling sites are representative of the distribution system. This violation was resolved on September 19, 2024."

DISINFECTION BYPRODUCTS: The disinfection byproduct samples were not taken during the required sampling period. The Disinfection Byproduct testing was completed after the August due date and there were no exceedences. We plan to collect a sample in August of 2025 and continue to work with the department in order to resolve this violation".

Non-Health-Based Violations

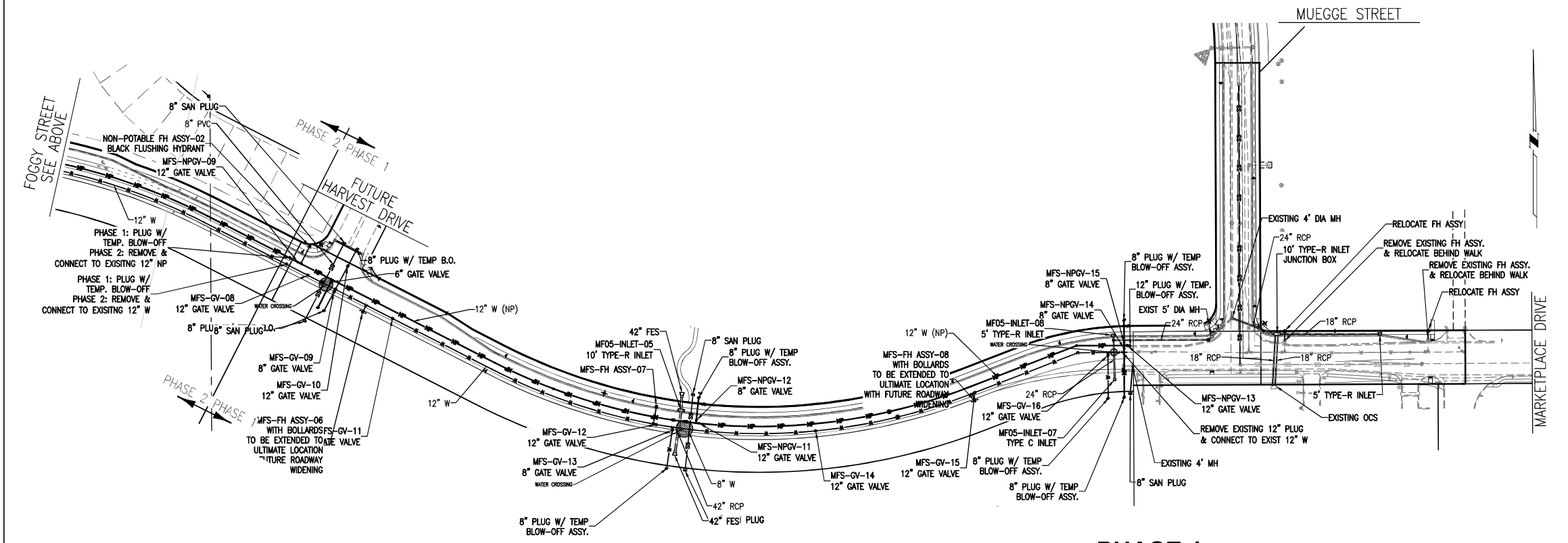
These violations do not usually mean that there was a problem with the water quality. If there had been, we would have notified you immediately. We missed collecting a sample (water quality is unknown), we reported the sample result after the due date, or we did not complete a report/notice by the required date.

Name	Description	Time Period



PHASE 2

FOGGY STREET



PHASE 1

MARKETPLACE DRIVE

GRAPHIC SCALE
0 50 100 200 300
1 INCH = 100 FEET

KEY MAP

UTILITY LEGEND
PROPOSED
MAIN LINE UNDERGROUND
STORM SEWER, INLET, MANHOLE, & FLARED END SECTION
SANITARY SEWER & MANHOLE
PRESSURE REDUCING VALVE, FIRE HYDRANT, GATE VALVE, REDUCER, & CROSS
BENDS W/THRUST BLOCK, CHECK VALVE, & PLUG W/ BLOWOFF
SANITARY SEWER SERVICE
WATER SERVICE, METER
FIRE SERVICE
WATER MAIN CROSSING LOCATION
EXISTING
SCALE VERIFICATION BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520
www.emkco.com

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811
Know what's below.
Call before you dig.

PROFESSIONAL ENGINEER
42246
03-10-2025

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Wastewater

Wastewater service provider contact name, address, phone	Daniel Pershing, Town of Bennett Capital Projects & Utilities Director dpershing@bennett.co.us 303.644.3249 ext. 1030
Distance from the site to the wastewater line	Three separate 8 " stubs adjacent to the site (one at Harvest and Marketplace, one at Muegge Street and Marketplace, and one in between the two) that can provide service to the area.
Size of the sewer line that will serve the site	8"
Line capacity for the sewer line that will serve the site (E.g., MGD/day)	The capacity of the 8" sewer line is .12 MGD using an unpeaked average day flow. Downstream analysis and regional impact on the system will need to also be analyzed at time of application to verify no additional improvements are required.
Overall available capacity of the municipal wastewater system	Current treatment capacity is 0.4 MGD and is being expanded to 0.99 MGD
Pre-treatment that may or will be required at the site	A Sand/Oil Interceptor may be required if operations have the intent to introduce these materials into the sanitary system.
Planned sewer system upgrades that would impact this site	There is a project currently under construction increasing municipal wastewater treatment capacity from 0.4 MGD to 0.99 MGD.

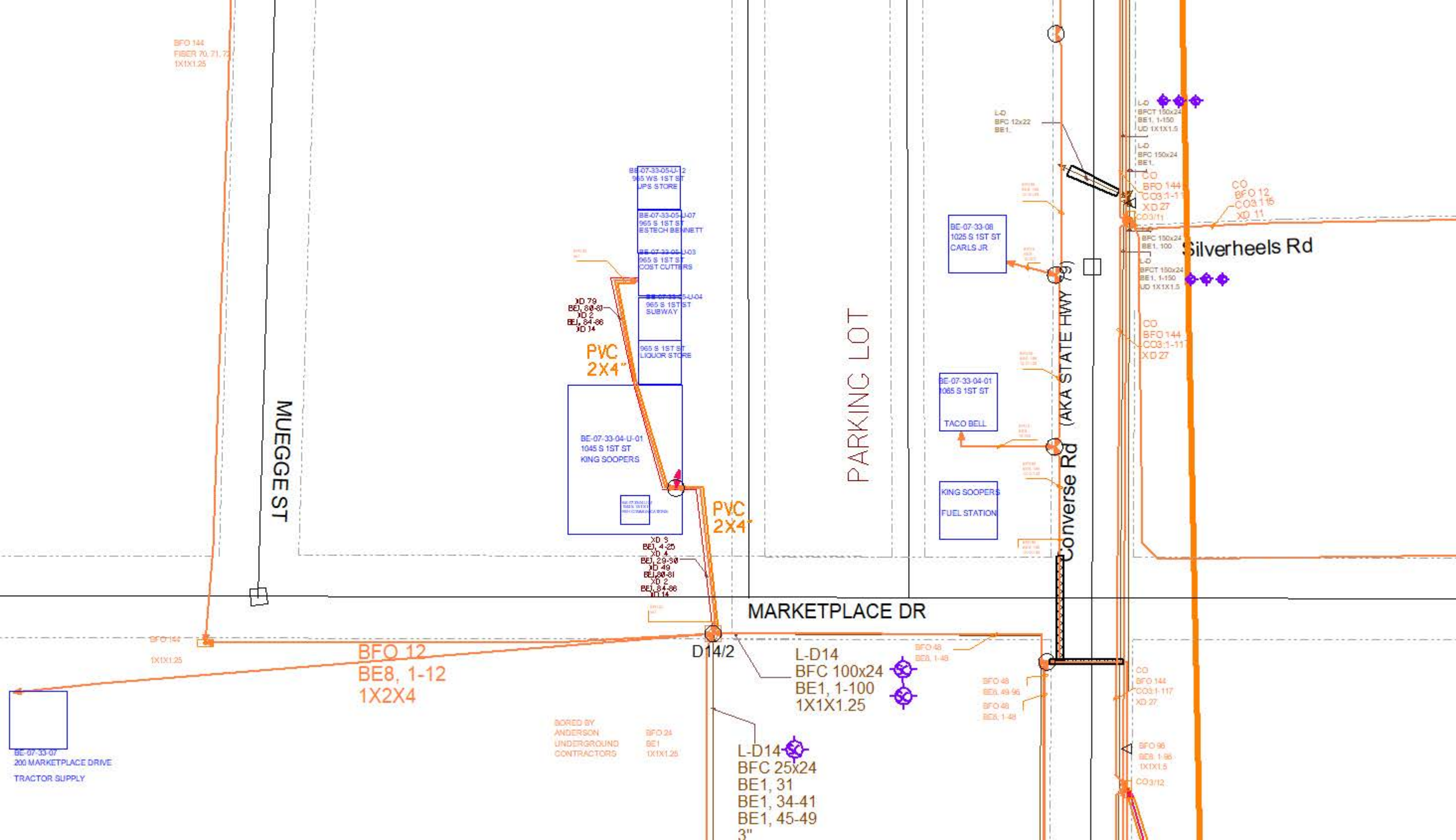
Storm Water

Storm water authority contact name, address, phone	Daniel Pershing, Town of Bennett Capital Projects & Utilities Director dpershing@bennett.co.us 303.644.3249 ext. 1030
Current system or plan for handling storm water on the site	There is a 42" culvert extended across Marketplace providing service to the site as noted in the Phase 1 section of the Provided: Water_Town of Bennett_Pages from Muegge Farms - Major Road South Const. Plans.pdf
System capacity	The system is shared responsibility between the Town and various metro districts depending on the area. This includes Detention Basins.
Shared on-site system overall system capacity and capabilities	There is currently a downstream regional infiltration pond providing service to the larger Muegge Farms area.
Future site owner's on-site storm water management responsibilities	On-site Detention will need to be analyzed if downstream capacity is not provided based on the anticipated impervious area for the site. This on site detention will need to be privately owned and maintained.
Current Stormwater permits for site and/or description of required permits	The Town does not operate under an MS4 permit. However, the contractor will be responsible for obtaining a state discharge permit if the anticipated limits of disturbance will exceed 1 acre.

Telecom and Broadband

Fiber, Telecom, Broadband provider(s) contact names, addresses, phone	ESTech: Bradley Welp bradw@myestech.com Comcast: Scot Delanoy Scot_Delanoy@comcast.com Mobile: 720-202-4734
Delivery medium(s) for the service lines	ESTech: FTTH Fiber Comcast: Fiber and coaxial. We are prioritizing FTTH/FTTU (fiber to the home/unit) for current and future projects.
Current line capacities for telecom and broadband services that would serve the site	ESTech: GPON Infrastructure Comcast: Up to 100GB
Downstream and upstream data bandwidth	ESTech: 100 GIG Comcast: Up to 100gb Symmetrical.
Number of communications towers within one mile of site	6 (non-registered) towers between 1.7 miles and 2.3 miles; 51 antennas within .1 mile and 2.6 miles: Bennett, CO, United States - Cell Tower & Antenna Locations
Planned fiber/telecom/broadband upgrades that would impact this site (Ex: bandwidth capacity, additional service providers, etc.)	ESTech: No upgrades planned Comcast: No upgrades planned

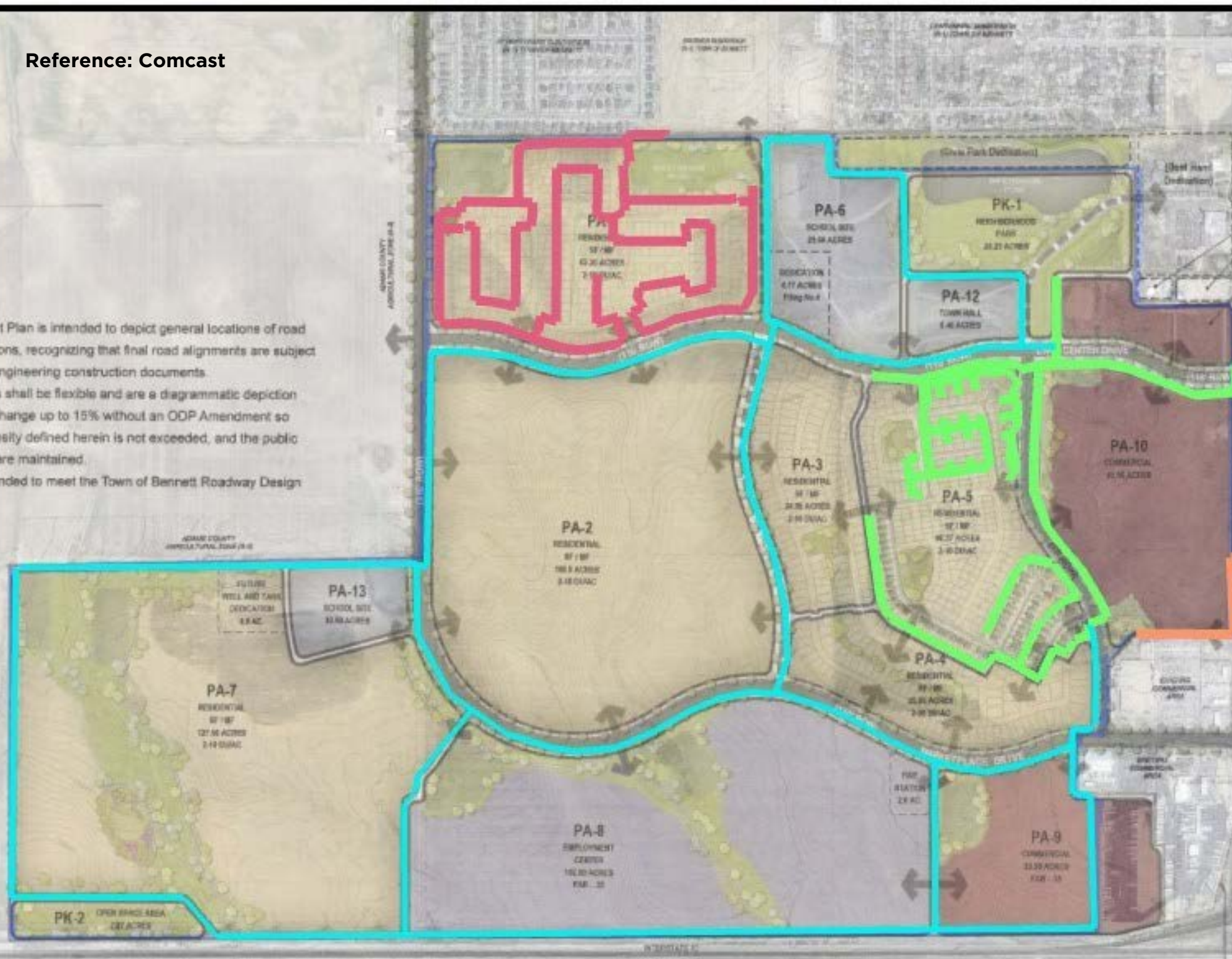
BFO 144
FIBER 70, 71, 72
1X1X1.25



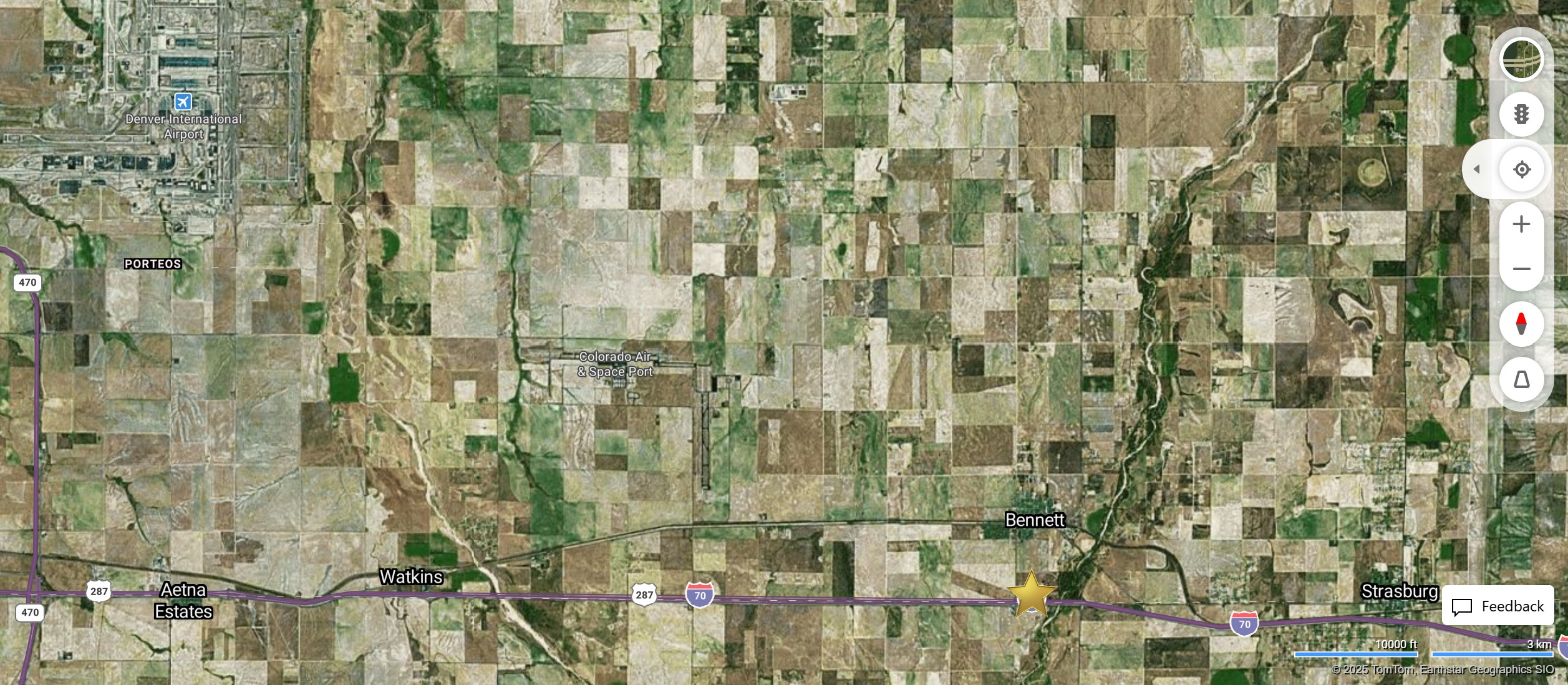
Reference: Comcast

nt Plan is intended to depict general locations of road
tions, recognizing that final road alignments are subject
engineering construction documents.
s shall be flexible and are a diagrammatic depiction
change up to 15% without an ODP Amendment so
nsity defined herein is not exceeded, and the public
are maintained.

ended to meet the Town of Bennett Roadway Design



MAPS



Denver International
Airport

ORTEOS

Colorado Air
& Space Port

Bennett

Watkins

Aetna
Estates

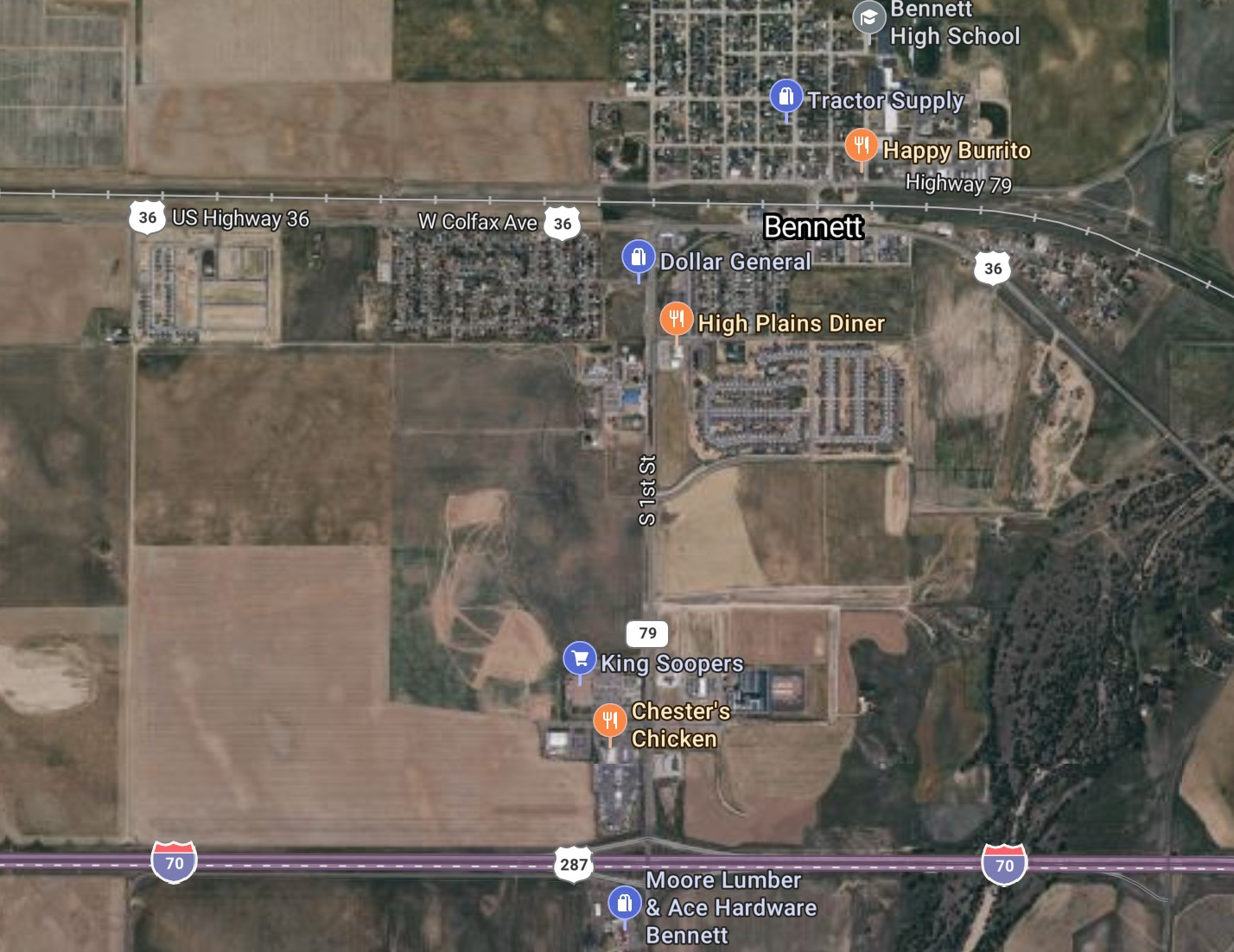
Strasburg

Feedback

10000 ft

3 km

© 2025 TomTom, Earthstar Geographics SIO



Bennett
High School

Tractor Supply

Happy Burrito
Highway 79

36 US Highway 36

W Colfax Ave 36

Bennett

36

Dollar General

High Plains Diner

S 1st St

79

King Soopers

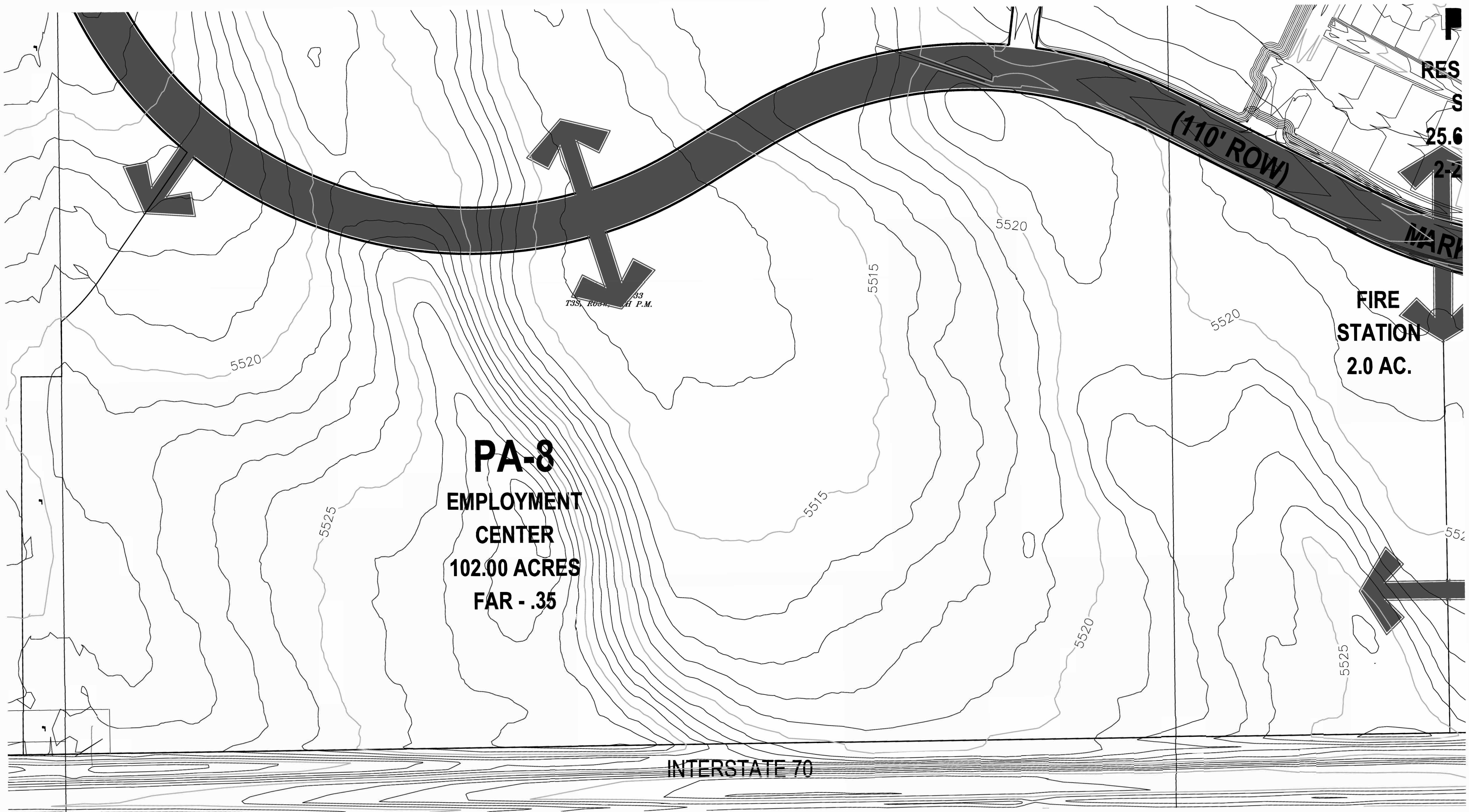
Chester's
Chicken

70

287

70

Moore Lumber
& Ace Hardware
Bennett



PA-8
EMPLOYMENT
CENTER
102.00 ACRES
FAR - .35

INTERSTATE 70

(110' ROW)

FIRE
STATION
2.0 AC.

RES
S
25.6
2-2

MARK

552

5525

5520

5515

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T33, R634, H P.M.

DOCUMENTATION: ANALYSES AND STUDIES



LAND TITLE GUARANTEE COMPANY

Date: August 14, 2025

Subject: Attached Title Policy/Guarantee

Enclosed please find your product relating to the property located at MUEGGE FARMS REMAINING PARCELS, BENNETT, CO 80102.

If you have any inquiries or require further assistance, please contact Scott Bennetts at (303) 850-4175 or Sbennetts@ltgc.com

Chain of Title Documents:

[Adams county recorded 12/18/2001 under reception no. C0901668](#)

[Adams county recorded 12/18/2001 under reception no. C0901667](#)

[Adams county recorded 03/13/2024 under reception no. 2024000013135](#)

[Adams county recorded 03/13/2024 under reception no. 2024000013136](#)

[Adams county recorded 05/28/2024 under reception no. 2024000028286](#)

[Adams county recorded 03/17/2025 under reception no. 2025000014232](#)

[Adams county recorded 04/16/2025 under reception no. 2025000021019](#)

Plat Map(s):

[Adams county recorded 02/28/2024 under reception no. 2024000010228](#)

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

- 1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- 2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed and made a part of this policy.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(813) 371-1111 www.oldrepublictitle.com

By



President

Attest



Secretary

AMERICAN
LAND TITLE
ASSOCIATION



Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70876337

Policy No.: PIB70876337.28723993

Liability: \$50,000.00

Fee: \$540.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

MUEGGE FARMS LLC, A COLORADO LIMITED LIABILITY
COMPANY

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of

August 11, 2025 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

MUEGGE FARMS LLC, A COLORADO LIMITED LIABILITY COMPANY

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

FEE SIMPLE

3. The Land referred to in this Binder is described as follows:

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF SECTION 33 AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, ALL LYING IN TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33 (#6 REBAR W/ 3 1/4" ALUMINUM CAP STAMPED BASIN SURVEYS LS 30086 - 1998);
WHENCE THE WEST QUARTER CORNER OF SAID SECTION 33 (#6 REBAR W/ 3 1/4" ALUMINUM CAP STAMPED PLS 24942 - 2001) BEARS SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 2677.44 FEET (BASIS OF BEARING - ASSUMED);
THENCE NORTH 89 DEGREES 08 MINUTES 57 SECONDS EAST ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 A DISTANCE OF 2639.15 FEET;
THENCE NORTH 89 DEGREES 09 MINUTES 06 SECONDS EAST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 1937.20 FEET;
THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WESTERLY AND SOUTHERLY LINES OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED JANUARY 25, 1999 IN BOOK 5623 AT PAGE [641](#)

Old Republic National Title Insurance Company

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RECORDED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE;

1) SOUTH 00 DEGREES 23 MINUTES 58 SECONDS EAST A DISTANCE OF 914.59 FEET;

2) THENCE NORTH 89 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 650.52 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 43 SECONDS EAST ALONG THE WESTERLY LINE OF STATE

HIGHWAY 79 AS DESCRIBED INSTRUMENT RECORDED DECEMBER 19, 1958 IN BOOK 751 AT PAGE [503](#)

RECORDED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND BEING 50.00 FEET

WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION

33 A DISTANCE OF 1765.65 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE WESTERLY LINE OF STATE

HIGHWAY 79 AS DESCRIBED IN DEED RECORDED NOVEMBER 15, 1958 IN BOOK 745 AT PAGE [206](#)

RECORDED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND BEING 50.00 FEET

WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID

SECTION 33 A DISTANCE OF 1441.68 FEET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY AND WESTERLY LINES OF

MUEGGE SUBDIVISION RECORDED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE ON

NOVEMBER 15, 1972 UNDER RECEPTION NO. [980596](#);

1) SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST A DISTANCE OF 400.69 FEET;

2) THENCE SOUTH 00 DEGREES 14 MINUTES 37 SECONDS EAST A DISTANCE OF 916.83 FEET;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY LINE OF INTERSTATE 70 AS

DESCRIBED IN SAID BOOK 745 AT PAGE [206](#);

1) SOUTH 75 DEGREES 45 MINUTES 06 SECONDS WEST A DISTANCE OF 377.08 FEET;

2) THENCE SOUTH 89 DEGREES 27 MINUTES 56 SECONDS WEST A DISTANCE OF 4464.44 FEET;

3) THENCE SOUTH 89 DEGREES 29 MINUTES 43 SECONDS WEST A DISTANCE OF 2642.07 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 37 SECONDS WEST ALONG THE WESTERLY LINE OF SAID

SOUTHEAST QUARTER OF SECTION 32 A DISTANCE OF 2375.57 FEET;

THENCE NORTH 88 DEGREES 32 MINUTES 03 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID

SOUTHEAST QUARTER OF SECTION 32 A DISTANCE OF 2640.07 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST ALONG THE WESTERLY LINE OF SAID

NORTHWEST QUARTER OF SECTION 33 A DISTANCE OF 2677.44 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PARCEL OF LAND CONVEYED TO DILLON COMPANIES, INC., A KANSAS CORPORATION BY DEED RECORDED DECEMBER 3, 2003 UNDER RECEPTION NO. [C1247426](#).

AND EXCEPT THAT PARCEL OF LAND CONVEYED TO LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., AN OKLAHOMA CORPORATION BY DEED RECORDED SEPTEMBER 11, 2009 UNDER RECEPTION NO. [2009000067768](#).

AND EXCEPT THAT PARCEL OF LAND CONVEYED TO THE TOWN OF BENNETT, A COLORADO MUNICIPAL CORPORATION BY DEED RECORDED SEPTEMBER 28, 2012 UNDER RECEPTION NO. [2012000072794](#).

AND EXCEPT THAT PARCEL OF LAND PLATTED AS MUEGGE FARMS SUBDIVISION FILING NO. 3, RECORDED FEBRUARY 26, 2014 UNDER RECEPTION NO. [2014000011818](#).

AND EXCEPT THAT PARCEL OF LAND CONVEYED TO THE TOWN OF BENNETT, A COLORADO MUNICIPAL CORPORATION IN SPECIAL WARRANTY DEED RECORDED AUGUST 7, 2017 UNDER RECEPTION NO. [2017000068187](#).

AND EXCEPT THAT PARCEL OF LAND CONVEYED TO THE TOWN OF BENNETT, A COLORADO MUNICIPAL CORPORATION BY SPECIAL WARRANTY DEED RECORDED FEBRUARY 10, 2021 UNDER RECEPTION NO. [2021000016653](#).

AND EXCEPT THAT PARCEL OF LAND PLATTED AS MUEGGE FARMS FILING NO. 4, RECORDED FEBRUARY 11, 2021 UNDER RECEPTION NO. [2021000017127](#).

AND EXCEPT THAT PARCEL OF LAND PLATTED AS LOVE'S FILING NO. 1, RECORDED OCTOBER 19, 2022

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

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UNDER RECEPTION NO. [2022000085906](#).

AND EXCEPT THAT PARCEL OF LAND CONVEYED TO TOWN OF BENNETT, A COLORADO MUNICIPAL CORPORATION BY SPECIAL WARRANTY DEED RECORDED OCTOBER 3, 2023 UNDER RECEPTION NO. [2023000055949](#).

AND EXCEPT THAT PARCEL OF LAND PLATTED AS MUEGGE FARMS FILING NO. 7, RECORDED FEBRUARY 28, 2024 UNDER RECEPTION NO. [2024000010228](#).

AND EXCEPT THAT PARCEL OF LAND PLATTED AS MUEGGE FARMS FILING NO. 5, RECORDED NOVEMBER 13, 2024 UNDER RECEPTION NO. [2024000063426](#).

PARCEL 2:

LOTS 1 THROUGH 27, INCLUSIVE; LOTS 72 THROUGH 126, INCLUSIVE; AND LOTS 183 THROUGH 189, INCLUSIVE, MUEGGE FARMS FILING NO. 7, COUNTY OF ADAMS, STATE OF COLORADO.

4. The following documents affect the land:

1. EXISTING LEASES AND TENANCIES, IF ANY.
2. RESERVATIONS BY THE UNION PACIFIC LAND COMPANY OF:
 - (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
 - (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
 - (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED FEBRUARY 26, 1913, IN BOOK 61 AT PAGE [10](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
3. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENNETT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 02, 1963, IN BOOK 1018 AT PAGE [159](#).
4. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LOST CREEK GROUNDWATER MANAGEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 07, 1974, IN BOOK 1916 AT PAGE [912](#).
5. OIL AND GAS LEASE BETWEEN CHAMPLIN PETROLEUM COMPANY, A DELAWARE CORPORATION AND AMOCO PRODUCTION COMPANY, A DELAWARE CORPORATION, RECORDED DECEMBER 28, 1977 IN BOOK 2201 AT PAGE [320](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

6. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED APRIL 25, 1985 IN BOOK 2993 AT PAGE [737](#).

SAID AGREEMENT DOES NOT CONTAIN A SPECIFIC LEGAL DESCRIPTION OF THE LAND ENCUMBERED THEREBY.

7. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED MARCH 12, 2001 UNDER RECEPTION NO. [C0771832](#).
8. RIGHTS OF THE PUBLIC TO USE THE EASTERLY 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 32, AND THE WESTERLY 30 FEET AND THE NORTHERLY 30 FEET OF SAID SECTION 33 AS A COUNTY ROAD EVIDENCED BY THE ANNEXATION MAP FOR MUEGGE FARM RECORDED MARCH 12, 2001 UNDER RECEPTION NO. [C0771834](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70876337

Policy No.: PIB70876337.28723993

9. WATER RIGHTS AS DEDICATED TO THE TOWN OF BENNETT ON THE ANNEXATION MAP FOR MUEGGE FARM ANNEXATION RECORDED MARCH 12, 2001 UNDER RECEPTION NO. [C0771834](#), AND AS CONVEYED BY DEED RECORDED DECEMBER 3, 2003 UNDER RECEPTION NO. [C1247423](#).
10. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. [C0971776](#).
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE OUTLINE DEVELOPMENT PLAN MUEGGE FARMS RECORDED SEPTEMBER 30, 2008 UNDER RECEPTION NO. [2008000077786](#), SECOND AMENDMENT THERETO RECORDED AUGUST 6, 2019 UNDER RECEPTION NO. [2019000062976](#), AND THIRD AMENDMENT THERETO RECORDED JANUARY 17, 2023 UNDER RECEPTION NO. [2023000003068](#).

12. OIL AND GAS LEASE BETWEEN ANADARKO PETROLEUM, ANADARKO E&P COMPANY LP AND ANADARKO LAND CORP, LESSOR, AND BURLINGTON RESOURCES OIL & GAS COMPANY LP, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED DECEMBER 26, 2012, UNDER RECEPTION NO. [2012000097994](#).

NOTE: AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASE RECORDED APRIL 13, 2018 UNDER RECEPTION NO. [2018000029770](#).

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT (WATER LINE) RECORDED JUNE 18, 2018 UNDER RECEPTION NO. [2018000048926](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT (DRAINAGE) RECORDED JUNE 18, 2018 UNDER RECEPTION NO. [2018000048927](#).
15. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MUEGGE FARMS METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 29, 2018, UNDER RECEPTION NO. [2018000095485](#), AND AMENDED ORDER FOR INCLUSION RECORDED OCTOBER 21, 2021 UNDER RECEPTION NO. [2021000120534](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT IN CONNECTION THEREWITH RECORDED NOVEMBER 29, 2018 UNDER RECEPTION NO. [2018000095503](#), AND AMENDMENT THERETO RECORDED FEBRUARY 18, 2021 UNDER RECEPTION NO. [2021000020215](#).

DISTRICT BOUNDARY MAP IN CONNECTION THEREWITH RECORDED DECEMBER 21, 2018 UNDER RECEPTION NO. [2018000101997](#).

ORDER FOR EXCLUSION RECORDED JULY 9, 2020 UNDER RECEPTION NO. [2020000063471](#).

16. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENNETT PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 19, 2020, UNDER RECEPTION NO. [2020000055975](#).
17. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 01, 2020 UNDER RECEPTION NO. [2020000085621](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY UNDERGROUND ACCESS EASEMENT RECORDED OCTOBER 15, 2020 UNDER RECEPTION NO. [2020000104945](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY EMERGENCY ACCESS EASEMENT RECORDED APRIL 27, 2022 UNDER RECEPTION NO. [2022000037900](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT RECORDED SEPTEMBER 20, 2023 UNDER RECEPTION NO. [2023000053646](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70876337

Policy No.: PIB70876337.28723993

21. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MUEGGE FARMS FILING NO. 7 RECORDED FEBRUARY 28, 2024 UNDER RECEPTION NO. [2024000010228](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINAL DEVELOPMENT PLAN MUEGGE FARMS FILING 7 RECORDED FEBRUARY 28, 2024 UNDER RECEPTION NO. [2024000010229](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF OPTION AGREEMENT RECORDED MAY 28, 2024 UNDER RECEPTION NO. [2024000028287](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY UNDERGROUND ACCESS EASEMENT RECORDED OCTOBER 29, 2024 UNDER RECEPTION NO. [2024000059915](#).
25. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE OUTLINE DEVELOPMENT PLAN MUEGGE FARMS RECORDED SEPTEMBER 30, 2008 UNDER RECEPTION NO. [2008000077786](#), AND SECOND AMENDMENT THERETO RECORDED AUGUST 6, 2019 UNDER RECEPTION NO. [2019000062976](#).
26. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MUEGGE FARMS METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 29, 2018, UNDER RECEPTION NO. [2018000095483](#) AND OCTOBER 14, 2021 UNDER RECEPTION NO. [20210000121703](#) AND APRIL 26, 2023 UNDER RECEPTION NO. [2023000023094](#) AND APRIL 28, 2025 UNDER RECEPTION NO. [2025000023512](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT IN CONNECTION THEREWITH RECORDED NOVEMBER 29, 2018 UNDER RECEPTION NO. [2018000095501](#).

DISTRICT BOUNDARY MAP IN CONNECTION THEREWITH RECORDED DECEMBER 21, 2018 UNDER RECEPTION NO. [2018000101999](#).

2019 SPECIAL DISTRICT TRANSPARENCY NOTICE IN CONNECTION THEREWITH RECORDED JANUARY 14, 2019 UNDER RECEPTION NO. [2019000003347](#).

ORDER FOR EXCLUSION RECORDED JULY 9, 2020 UNDER RECEPTION NO. [2020000063469](#).

27. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MUEGGE FARMS METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 29, 2018, UNDER RECEPTION NO. [2018000095484](#) AND AUGUST 28, 2020 UNDER RECEPTION NO. [2020000085267](#) AND APRIL 14, 2025 UNDER RECEPTION NO. [2025000020213](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT IN CONNECTION THEREWITH RECORDED NOVEMBER 29, 2018 UNDER RECEPTION NO. [2018000095502](#) AND FIRST AMENDMENT THERETO RECORDED FEBRUARY 18, 2021 UNDER RECEPTION NO. [2021000020214](#).

DISTRICT BOUNDARY MAP IN CONNECTION THEREWITH RECORDED DECEMBER 21, 2018 UNDER RECEPTION NO. [2018000101998](#).

ORDER FOR EXCLUSION RECORDED OCTOBER 8, 2021 UNDER RECEPTION NO. [2021000119820](#).

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: RND70876337

Policy No.: PIB70876337.28723993

28. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MUEGGE FARMS METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 29, 2018, UNDER RECEPTION NO. [2018000095485](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT IN CONNECTION THEREWITH RECORDED NOVEMBER 29, 2018 UNDER RECEPTION NO. [2018000095503](#).

DISTRICT BOUNDARY MAP IN CONNECTION THEREWITH RECORDED DECEMBER 21, 2018 UNDER RECEPTION NO. [2018000101997](#).

29. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MUEGGE FARMS METROPOLITAN DISTRICT NO. 4, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 29, 2018, UNDER RECEPTION NO. [2018000095486](#) AND MAY 10, 2022 UNDER RECEPTION NO. [2022000041437](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED NOVEMBER 29, 2018 UNDER RECEPTION NO. [2018000095504](#) AND FIRST AMENDMENT THERETO RECORDED FEBRUARY 18, 2021 UNDER RECEPTION NO. [2021000020216](#).

ORDER FOR EXCLUSION RECORDED JULY 9, 2020 UNDER RECEPTION NO. [2020000063472](#).

30. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MUEGGE FARMS METROPOLITAN DISTRICT NO. 5, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 16, 2021, UNDER RECEPTION NO. [2021000033870](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED MARCH 19, 2021 UNDER RECEPTION NO. 2021000033889..

31. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MUEGGE FARMS METROPOLITAN DISTRICT NO. 6, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 19, 2021, UNDER RECEPTION NO. [2021000033871](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED MARCH 19, 2021 UNDER RECEPTION NO. [2021000033890](#).

32. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MUEGGE FARMS METROPOLITAN DISTRICT NO. 7, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 19, 2021, UNDER RECEPTION NO. [2021000033872](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED MARCH 19, 2021 UNDER RECEPTION NO. [2021000033891](#).

33. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE MUEGGE FARMS METROPOLITAN DISTRICT NO. 8, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 19, 2021, UNDER RECEPTION NO. [2021000033873](#) AND APRIL 29, 2022 UNDER RECEPTION NO. [2022000038649](#).

SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED MARCH 19, 2021 UNDER RECEPTION NO. [2021000033892](#).

34. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED JUNE 02, 2022 UNDER RECEPTION NO. [2022000049139](#).

35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY UNDERGROUND ACCESS EASEMENT RECORDED JUNE 16, 2022 UNDER RECEPTION NO. [2022000053424](#).

ALTA/NSPS LAND TITLE SURVEY

A PART OF SECTION 33 AND A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6th P.M.,
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 3

LEGAL DESCRIPTION — PER TITLE COMMITMENT

A PARCEL OF LAND BEING A PORTION OF SECTION 33 AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, ALL LYING IN TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33 (#6 REBAR W/ 3 1/4" ALUMINUM CAP STAMPED BASIN SURVEYS LS 30086 — 1998); WHENCE THE WEST QUARTER CORNER OF SAID SECTION 33 (#6 REBAR W/ 3 1/4" ALUMINUM CAP STAMPED PLS 24942 — 2001) BEARS SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 2677.44 FEET (BASIS OF BEARING — ASSUMED);

THENCE NORTH 89 DEGREES 08 MINUTES 57 SECONDS EAST ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 A DISTANCE OF 2639.15 FEET;

THENCE NORTH 89 DEGREES 09 MINUTES 06 SECONDS EAST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 1937.20 FEET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WESTERLY AND SOUTHERLY LINES OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED JANUARY 25, 1999 IN BOOK 5623 AT PAGE 641 RECORDED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE;

- 1) SOUTH 00 DEGREES 23 MINUTES 58 SECONDS EAST A DISTANCE OF 914.59 FEET;
- 2) THENCE NORTH 89 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 650.52 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 43 SECONDS EAST ALONG THE WESTERLY LINE OF STATE HIGHWAY 79 AS DESCRIBED INSTRUMENT RECORDED DECEMBER 19, 1958 IN BOOK 745 AT PAGE 206 RECORDED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND BEING 50.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 33 A DISTANCE OF 1765.65 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE WESTERLY LINE OF STATE HIGHWAY 79 AS DESCRIBED IN DEED RECORDED NOVEMBER 15, 1958 IN BOOK 745 AT PAGE 206 RECORDED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND BEING 50.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 1441.68 FEET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY AND WESTERLY LINES OF MUEGGE SUBDIVISION RECORDED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE ON NOVEMBER 15, 1972 UNDER RECEPTION NO. 980596;

- 1) SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST A DISTANCE OF 400.69 FEET;
- 2) THENCE SOUTH 00 DEGREES 14 MINUTES 37 SECONDS EAST A DISTANCE OF 916.83 FEET;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY LINE OF INTERSTATE 70 AS DESCRIBED IN SAID BOOK 745 AT PAGE 206;

- 1) SOUTH 75 DEGREES 45 MINUTES 06 SECONDS WEST A DISTANCE OF 377.08 FEET;
- 2) THENCE SOUTH 89 DEGREES 27 MINUTES 56 SECONDS WEST A DISTANCE OF 4464.44 FEET;
- 3) THENCE SOUTH 89 DEGREES 29 MINUTES 43 SECONDS WEST A DISTANCE OF 2642.07 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 37 SECONDS WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 32 A DISTANCE OF 2375.57 FEET;

THENCE NORTH 88 DEGREES 32 MINUTES 03 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 32 A DISTANCE OF 2640.07 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 33 A DISTANCE OF 2677.44 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PARCEL OF LAND CONVEYED TO DILLON COMPANIES, INC., A KANSAS CORPORATION BY DEED RECORDED DECEMBER 3, 2003 UNDER RECEPTION NO. C1247426.

AND EXCEPT THAT PARCEL OF LAND CONVEYED TO LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., AN OKLAHOMA CORPORATION BY DEED RECORDED SEPTEMBER 11, 2009 UNDER RECEPTION NO. 200900067768.

AND EXCEPT THAT PARCEL OF LAND CONVEYED TO THE TOWN OF BENNETT, A COLORADO MUNICIPAL CORPORATION BY DEED RECORDED SEPTEMBER 28, 2012 UNDER RECEPTION NO. 2012000072794.

AND EXCEPT THAT PARCEL OF LAND PLATTED AS MUEGGE FARMS SUBDIVISION FILING NO. 3, RECORDED FEBRUARY 26, 2014 UNDER RECEPTION NO. 2014000011818.

AND EXCEPT THAT PARCEL OF LAND CONVEYED TO THE TOWN OF BENNETT, A COLORADO MUNICIPAL CORPORATION IN SPECIAL WARRANTY DEED RECORDED AUGUST 7, 2017 UNDER RECEPTION NO. 2017000068187.

SCHEDULE B-2 TITLE EXCEPTION NOTES:

BASED ON A REVIEW OF THE TITLE COMMITMENT AS NOTED HEREON, THE FOLLOWING SCHEDULE B-2 EXCEPTIONS ARE NOTED WITH SURVEYOR COMMENTS IN AN *ITALIC TEXT* STYLE:

ITEMS NUMBERED 1 THROUGH 9 HAVE NOT BEEN ADDRESSED BY CVL CONSULTANTS OF COLORADO, INC.

10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 01, 1910, IN BOOK 25 AT PAGE 362.
NOTE: AFFECTS SUBJECT PROPERTY (SE1/4 OF SECTION 32) - NOT PLOTTABLE
11. RESERVATIONS BY THE UNION PACIFIC LAND COMPANY OF:
(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED FEBRUARY 26, 1913, IN BOOK 61 AT PAGE 10, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
NOTE: RELINQUISHMENT AND QUITCLAIM OF RIGHT TO ENTER UPON THE SURFACE OF THE LAND RECORDED DECEMBER 3, 2003 UNDER RECEPTION NO. C1247424.
NOTE: AFFECTS SUBJECT PROPERTY (SECTION 33) - NOT PLOTTABLE
12. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF COLORADO STATE HIGHWAY 8 AS CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, BY INSTRUMENT RECORDED NOVEMBER 15, 1958 IN BOOK 745 AT PAGE 208.
NOTE: AFFECTS SUBJECT PROPERTY (NORTH LINE OF INTERSTATE 70) - AS SHOWN
13. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENNETT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 02, 1963, IN BOOK 1018 AT PAGE 159.
NOTE: AFFECTS SUBJECT PROPERTY - NOT PLOTTABLE
14. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LOST CREEK GROUNDWATER MANAGEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 07, 1974, IN BOOK 1916 AT PAGE 912.
NOTE: AFFECTS SUBJECT PROPERTY - NOT PLOTTABLE
15. OIL AND GAS LEASE BETWEEN CHAMPLIN PETROLEUM COMPANY, A DELAWARE CORPORATION AND AMOCO PRODUCTION COMPANY, A DELAWARE CORPORATION, RECORDED DECEMBER 28, 1977 IN BOOK 2201 AT PAGE 320 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: AFFECTS SUBJECT PROPERTY (NW1/4, S1/2 OF SECTION 33) - NOT PLOTTABLE
16. EASEMENT GRANTED TO PANHANDLE EASTERN PIPE LINE COMPANY, FOR PIPE LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 01, 1982, IN BOOK 2674 AT PAGE 804.
NOTE: AFFECTS SUBJECT PROPERTY (SE1/4 OF SECTION 32, EXHIBIT IS ILLEGIBLE) - NOT PLOTTABLE
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED APRIL 25, 1985 IN BOOK 2993 AT PAGE 737. SAID AGREEMENT DOES NOT CONTAIN A SPECIFIC LEGAL DESCRIPTION OF THE LAND ENCUMBERED THEREBY.
NOTE: DOES NOT CONTAIN A SPECIFIC PROPERTY DESCRIPTION
18. NOTICE OF GENERAL DESCRIPTION OF AREA SERVED BY PANHANDLE EASTERN PIPE LINE COMPANY CONCERNING UNDERGROUND FACILITIES RECORDED JUNE 25, 1986 IN BOOK 3162 AT PAGE 961.
NOTE: AFFECTS SUBJECT PROPERTY (SECTION 32, EXHIBIT IS ILLEGIBLE) - NOT PLOTTABLE
19. OIL AND GAS LEASE BETWEEN PAULINE B. MUEGGE, MARGUERITE HAND AND DENT N. HAND AND ARLIAN, INC., RECORDED NOVEMBER 21, 1994 IN BOOK 4427 AT PAGE 22 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN. ASSIGNMENT OF OIL AND GAS ROYALTY RECORDED APRIL 1, 1955 IN BOOK 543 AT PAGE 13. AFFIDAVIT OF PRODUCTION REGARDING SAID LEASE RECORDED JANUARY 13, 1995 IN BOOK 4460 AT PAGE 99. THE EFFECT OF RELEASE OF OIL AND GAS LEASE RECORDED OCTOBER 15, 2010 2010000070474, RE-RECORDED FEBRUARY 16, 2012 UNDER RECEPTION NO. 2012000011886.
NOTE: AFFECTS SUBJECT PROPERTY (SE1/4 OF SECTION 32) - NOT PLOTTABLE
20. EASEMENT GRANTED TO TOWN OF BENNETT, FOR ROADWAY, UTILITY, DRAINAGE AND OTHER PUBLIC IMPROVEMENTS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 07, 1998, IN BOOK 5324 AT PAGE 112.
NOTE: AFFECTS SUBJECT PROPERTY - AS SHOWN



PROPERTY
LOCATION

VICINITY MAP

SCALE: 1" = 1500'

SCHEDULE B-2 TITLE EXCEPTION NOTES:

21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED MARCH 12, 2001 UNDER RECEPTION NO. C0771832.
NOTE: AFFECTS SUBJECT PROPERTY (SE1/4, SECTION 32 & ALL OF SECTION 33) - NOT PLOTTABLE
22. RIGHTS OF THE PUBLIC TO USE THE EASTERLY 30 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 32, AND THE WESTERLY 30 FEET AND THE NORTHERLY 30 FEET OF SAID SECTION 33 AS A COUNTY ROAD EVIDENCED BY THE ANNEXATION MAP FOR MUEGGE FARM RECORDED MARCH 12, 2001 UNDER RECEPTION NO. C0771834.
NOTE: AFFECTS SUBJECT PROPERTY - AS SHOWN
23. WATER RIGHTS AS DEDICATED TO THE TOWN OF BENNETT ON THE ANNEXATION MAP FOR MUEGGE FARM ANNEXATION RECORDED MARCH 12, 2001 UNDER RECEPTION NO. C0771834, AND AS CONVEYED BY DEED RECORDED DECEMBER 3, 2003 UNDER RECEPTION NO. C1247423.
NOTE: AFFECTS SUBJECT PROPERTY - NOT PLOTTABLE
24. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. C0971776.
NOTE: AFFECTS SUBJECT PROPERTY - NOT PLOTTABLE
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED BY AND BETWEEN MUEGGE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY AND THE TOWN OF BENNETT RECORDED DECEMBER 03, 2003 UNDER RECEPTION NO. C1247427 AND AMENDED EASEMENT DEED RECORDED JANUARY 22, 2007 UNDER RECEPTION NO. 2007000007802.
NOTE: AFFECTS SUBJECT PROPERTY - AS SHOWN
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED BY AND BETWEEN MUEGGE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY AND THE TOWN OF BENNETT RECORDED DECEMBER 03, 2003 UNDER RECEPTION NO. C1247428.
NOTE: AFFECTS SUBJECT PROPERTY - AS SHOWN
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED BY AND BETWEEN MUEGGE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY AND DILLON COMPANIES, INC., A KANSAS CORPORATION, D/B/A KING SOOPERS RECORDED DECEMBER 03, 2003 UNDER RECEPTION NO. C1247430.
NOTE: AFFECTS SUBJECT PROPERTY - AS SHOWN
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COST REIMBURSEMENT AGREEMENT RECORDED DECEMBER 03, 2003 UNDER RECEPTION NO. C1247435. TERMINATION OF SAID AGREEMENT RECORDED SEPTEMBER 22, 2008 UNDER RECEPTION NO. 2008000075443.
NOTE: AFFECTS SUBJECT PROPERTY (DOCUMENT 2008000075443 TERMINATES THE AGREEMENT IN DOCUMENT C1247435) - NOT PLOTTABLE
29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED TO THE TOWN OF BENNETT RECORDED SEPTEMBER 30, 2008 UNDER RECEPTION NO. 2008000077785.
NOTE: AFFECTS SUBJECT PROPERTY - AS SHOWN
30. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE OUTLINE DEVELOPMENT PLAN MUEGGE FARMS RECORDED SEPTEMBER 30, 2008 UNDER RECEPTION NO. 2008000077786.
NOTE: AFFECTS SUBJECT PROPERTY - NOT PLOTTABLE
31. EASEMENT GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, FOR OVERHEAD & UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 07, 2008, UNDER RECEPTION NO. 2008000088486.
NOTE: AFFECTS SUBJECT PROPERTY - AS SHOWN
32. THE EFFECT OF RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS, RECORDED NOVEMBER 17, 2008, UNDER RECEPTION NO. 2008000090657.
NOTE: AFFECTS SUBJECT PROPERTY (DOCUMENT DOES NOT DESCRIBE WIDTH FOR IREA TRANSMISSION LINE) - NOT PLOTTABLE
33. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN STORMWATER EASEMENT DEED TO THE TOWN OF BENNETT RECORDED OCTOBER 14, 2009 UNDER RECEPTION NO. 2009000076322.
NOTE: AFFECTS SUBJECT PROPERTY - AS SHOWN
34. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED TO THE TOWN OF BENNETT RECORDED MARCH 01, 2010 UNDER RECEPTION NO. 2010000013218.
NOTE: AFFECTS SUBJECT PROPERTY - AS SHOWN
35. OIL AND GAS LEASE BETWEEN MUEGGE FARMS, LLC AND EXTERRA RESOURCES, LLC, RECORDED AUGUST 13, 2010 UNDER RECEPTION NO. 2010000054132 AND RE-RECORDED FEBRUARY 2, 2012 UNDER RECEPTION NO. 2012000007927, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN. RELEASE RECORDED NOVEMBER 16, 2016 UNDER RECEPTION NO. 2016000098898.
NOTE: AFFECTS SUBJECT PROPERTY (SE1/4 OF SECTION 32) - NOT PLOTTABLE
NOTE: DOCUMENT AT 2016000098898 DOES NOT APPEAR TO AFFECT THE SUBJECT PROPERTY (LOT 88B, BLOCK G2, HERITAGE TODD CREEK SUBDIVISION)
36. OIL AND GAS LEASE BETWEEN ANADARKO PETROLEUM, ANADARKO E&P COMPANY LP AND ANADARKO LAND CORP, LESSOR, AND BURLINGTON RESOURCES OIL & GAS COMPANY LP, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED DECEMBER 26, 2012, UNDER RECEPTION NO. 2012000097994.
NOTE: AFFECTS SUBJECT PROPERTY (SECTION 33) - NOT PLOTTABLE
37. EASEMENT GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, FOR OVERHEAD AND UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 18, 2016, UNDER RECEPTION NO. 2016000088354.
NOTE: AFFECTS SUBJECT PROPERTY - AS SHOWN

SURVEYOR NOTES:

1. THE ADDRESS OF THE SUBJECT PROPERTY IS NOT DISCLOSED IN PUBLIC DOCUMENTS AND WAS NOT OBSERVED WHILE CONDUCTING THIS SURVEY. (ALTA/NSPS TABLE-A #2)
2. THE PROPERTY HAS DIRECT ACCESS TO THE NORTH ALONG BENNETT AVENUE, TO THE EAST ALONG S. 1ST STREET AND AT MARKETPLACE DRIVE, ALL BEING PUBLIC DEDICATED RIGHTS OF WAY. THE PROPERTY DOES NOT HAVE DIRECT ACCESS TO INTERSTATE 70 BY ACCESS RESTRICTION RECORDED AT BOOK 745 PAGE 208 AND SHOWN HEREON.
3. THE PROPERTY IS LOCATED WITHIN FLOOD HAZARD AREAS HAVING ZONE DESIGNATION "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) PANEL 08001C0450G, DATED AUGUST 16, 1995. ZONE "X" IS DEFINED AS BEING "AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" (ALTA/NSPS TABLE-A #3)
4. THE GROSS LAND AREA OF THE SUBJECT PROPERTY IS 30,574,842 SQUARE FEET (701.902 ACRES), MORE OR LESS.
(ALTA/NSPS TABLE-A #4)
5. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THIS SURVEY ARE SHOWN ON SHEET 3.
(ALTA/NSPS TABLE-A #8)
6. ONLY IMPROVEMENTS AND UTILITIES WHICH WERE VISIBLE ABOVE GROUND AT THE TIME OF THE SURVEY AND THROUGH A NORMAL SEARCH OF THE PROPERTY ARE SHOWN ON THIS SURVEY. (ALTA/NSPS TABLE-A #11)
7. ADJOINING PROPERTY OWNERSHIPS ARE NOTED ON SHEET 2 PER THE ADAMS COUNTY ASSESSOR RECORDS.
(ALTA/NSPS TABLE-A #13)
8. NO RECENT EARTH MOVING WORK WAS OBSERVED WHILE CONDUCTING THIS SURVEY. NO BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THIS SURVEY. (ALTA/NSPS TABLE-A #16)
9. THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES EXCEPT AS SHOWN HEREON.
10. NOTICE: 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.
11. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
12. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CVL CONSULTANTS OF COLORADO, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, CVL CONSULTANTS OF COLORADO, INC. RELIED UPON LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABC70547411-2 HAVING AN EFFECTIVE DATE OF JULY 28, 2017 AT 5:00:00.
13. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY(S) NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY(S) WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON(S) OR ENTITY(S).
14. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
15. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 63 WEST, BEING MONUMENTED AS SHOWN ON SHEET 2, HAVING AN ASSUMED BEARING OF SOUTH 00°15'00" EAST.
16. DATE OF FIELD WORK: JULY 16 THROUGH AUGUST 10, 2017.

AREAS OF CONCERN:

THE FOLLOWING MATTERS, WHICH MAY AFFECT THE STATUS OF TITLE TO THE SURVEYED PROPERTY, ARE NOTED BY CVL CONSULTANTS OF COLORADO, INC. FOR THE BENEFIT OF THE PARTY REQUESTING THE SURVEY. CVL CONSULTANTS OF COLORADO, INC. AND THE SURVEYOR OF RECORD DO NOT WARRANT OR REPRESENT THAT ALL MATTERS THAT MAY AFFECT TITLE ARE NOTED BELOW. THE NUMBERS IN THE FOLLOWING COMMENTS CORRESPOND TO THE NUMBERS SHOWN ON OUR LAND SURVEY PLAT.

1. THE GRAVEL ACCESS ROAD ACCESSING THE WATER TANK SITE AS SHOWN NEAR THE NORTHEAST PORTION OF THE PROPERTY. CVL CONSULTANTS OF COLORADO, INC. WAS NOT PROVIDED DOCUMENTATION OF A DEED OR AN EASEMENT FOR THIS USE, CREATING AN AREA OF CONCERN.
2. THE EXISTING FENCE LINES LIE INSIDE AND OUTSIDE OF THE PROPERTY LINES, AS SHOWN HEREON, CREATING AN AREA OF CONCERN.
3. THE EXISTING CONCRETE TRAIL AS SHOWN NEAR THE NORTHEAST PORTION OF THE PROPERTY. CVL CONSULTANTS OF COLORADO, INC. WAS NOT PROVIDED DOCUMENTATION OF A DEED OR AN EASEMENT FOR THIS USE, CREATING AN AREA OF CONCERN.

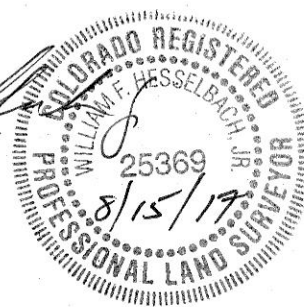
SURVEYOR'S CERTIFICATE

TO MUEGGE FARMS, LLC, A COLORADO LIMITED LIABILITY COMPANY; TO MG LAND INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY; AND TO LAND TITLE GUARANTEE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 11, 13, 16, AND 20, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 2, 2017.

DATE OF PLAT OR MAP: AUGUST 15, 2017

WILLIAM F. HESSELBACH, JR., P.L.S. NO. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.



ENGINEER/SURVEYOR

CVL Consultants
of Colorado, Inc.
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112
Tel: (720) 482-9526 / Fax: (720) 482-9546

A PART OF SECTION 33 AND A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6th P.M.,
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 3



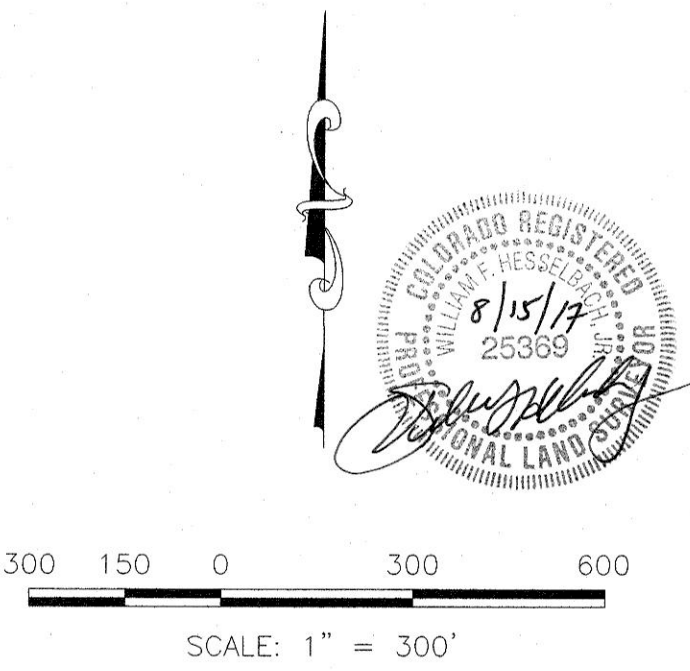
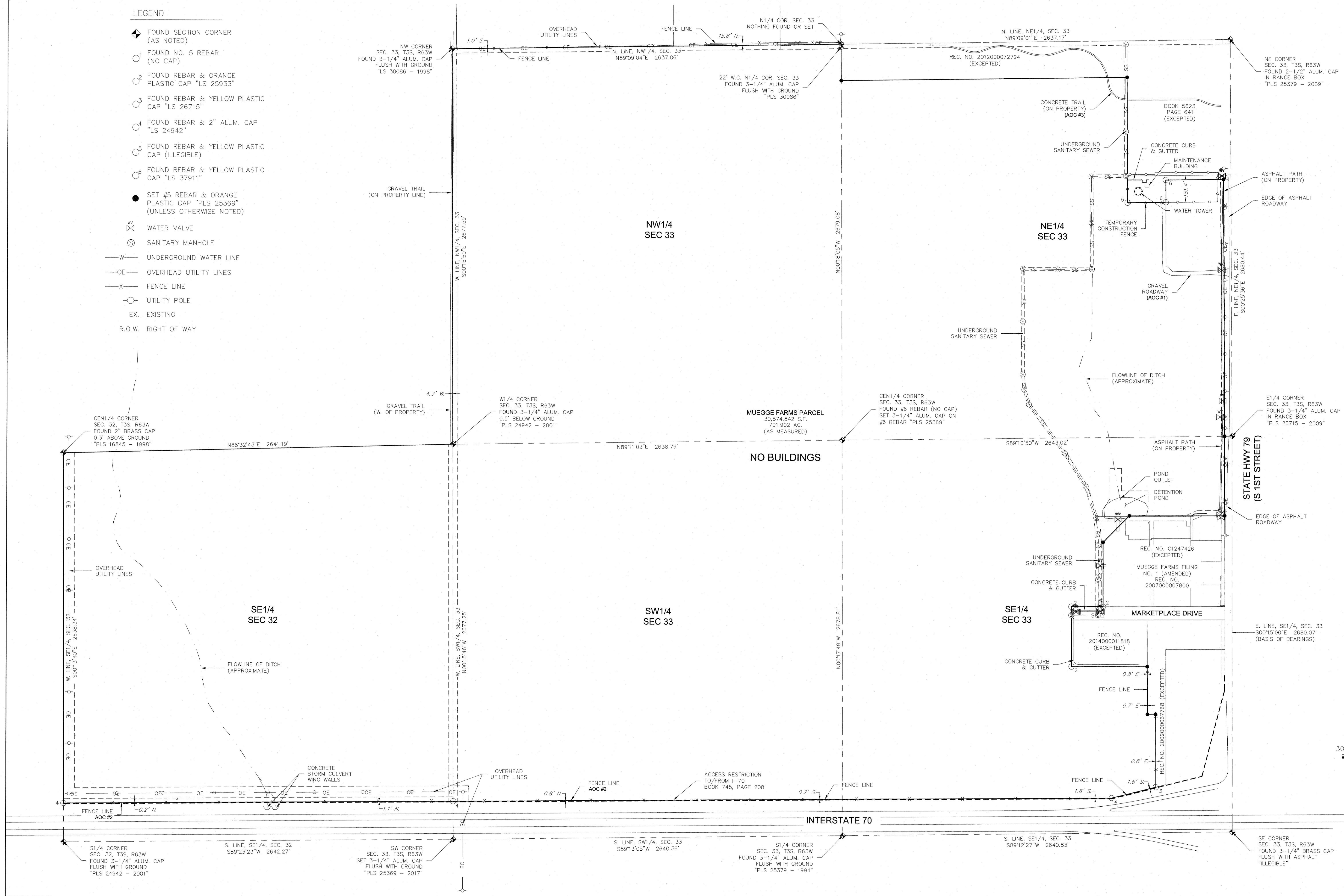
CVL Consultants
of Colorado, Inc.
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112
Tel: (720) 482-9526 / Fax: (720) 482-9546

ALTA/NSPS LAND TITLE SURVEY

A PART OF SECTION 33 AND A PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6th P.M.,
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 3

LEGEND

- ◆ FOUND SECTION CORNER (AS NOTED)
- FOUND NO. 5 REBAR (NO CAP)
- FOUND REBAR & ORANGE PLASTIC CAP "LS 25933"
- FOUND REBAR & YELLOW PLASTIC CAP "LS 26715"
- FOUND REBAR & 2" ALUM. CAP "LS 24942"
- FOUND REBAR & YELLOW PLASTIC CAP (ILLEGIBLE)
- FOUND REBAR & YELLOW PLASTIC CAP "LS 37911"
- SET #5 REBAR & ORANGE PLASTIC CAP "PLS 25369" (UNLESS OTHERWISE NOTED)
- ⊕ WATER VALVE
- ⊙ SANITARY MANHOLE
- W— UNDERGROUND WATER LINE
- OE— OVERHEAD UTILITY LINES
- X— FENCE LINE
- UTILITY POLE
- EX. EXISTING
- R.O.W. RIGHT OF WAY



ENGINEER/SURVEYOR
CVL Consultants
of Colorado, Inc.
10333 E. Dry Creek Rd., Suite 240
Englewood, CO 80112
Tel: (720) 482-9526 / Fax: (720) 482-9546

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 33 AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, ALL LYING IN TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33 (#6 REBAR W/ 3 1/4" ALUMINUM CAP STAMPED BASIN SURVEYS LS 30086 - 1998); WHENCE THE WEST QUARTER CORNER OF SAID SECTION 33 (#6 REBAR W/ 3 1/4" ALUMINUM CAP STAMPED PLS 24942 - 2001) BEARS SOUTH 00 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 2677.44 FEET (BASIS OF BEARING - ASSUMED);

THENCE NORTH 89 DEGREES 08 MINUTES 57 SECONDS EAST ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 A DISTANCE OF 2639.15 FEET;

THENCE NORTH 89 DEGREES 09 MINUTES 06 SECONDS EAST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 1937.20 FEET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WESTERLY AND SOUTHERLY LINES OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED JANUARY 25, 1999 IN BOOK 5623 AT PAGE 641 RECORDED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE;
1) SOUTH 00 DEGREES 23 MINUTES 58 SECONDS EAST A DISTANCE OF 914.59 FEET;
2) THENCE NORTH 89 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 650.52 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 43 SECONDS EAST ALONG THE WESTERLY LINE OF STATE HIGHWAY 79 AS DESCRIBED INSTRUMENT RECORDED DECEMBER 19, 1958 IN BOOK 751 AT PAGE 503 RECORDED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND BEING 50.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 33 A DISTANCE OF 1765.65 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE WESTERLY LINE OF STATE HIGHWAY 79 AS DESCRIBED IN DEED RECORDED NOVEMBER 15, 1958 IN BOOK 745 AT PAGE 206 RECORDED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND BEING 50.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 1441.68 FEET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY AND WESTERLY LINES OF MUEGGE SUBDIVISION RECORDED IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE ON NOVEMBER 15, 1972 UNDER RECEPTION NO. 980596;
1) SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST A DISTANCE OF 400.69 FEET;
2) THENCE SOUTH 00 DEGREES 14 MINUTES 37 SECONDS EAST A DISTANCE OF 916.83 FEET;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY LINE OF INTERSTATE 70 AS DESCRIBED IN SAID BOOK 745 AT PAGE 206;
1) SOUTH 75 DEGREES 45 MINUTES 06 SECONDS WEST A DISTANCE OF 377.08 FEET;
2) THENCE SOUTH 89 DEGREES 27 MINUTES 56 SECONDS WEST A DISTANCE OF 4464.44 FEET;
3) THENCE SOUTH 89 DEGREES 29 MINUTES 43 SECONDS WEST A DISTANCE OF 2642.07 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 37 SECONDS WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 32 A DISTANCE OF 2375.57 FEET;

THENCE NORTH 88 DEGREES 32 MINUTES 03 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 32 A DISTANCE OF 2640.07 FEET;

THENCE NORTH 00 DEGREES 17 MINUTES 18 SECONDS WEST ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 33 A DISTANCE OF 2677.44 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PARCEL OF LAND CONVEYED TO DILLON COMPANIES, INC., A KANSAS CORPORATION BY DEED RECORDED DECEMBER 3, 2003 UNDER RECEPTION NO. C1247426.

AND EXCEPT THAT PARCEL OF LAND CONVEYED TO LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., AN OKLAHOMA CORPORATION BY DEED RECORDED SEPTEMBER 11, 2009 UNDER RECEPTION NO. 2009000067768.

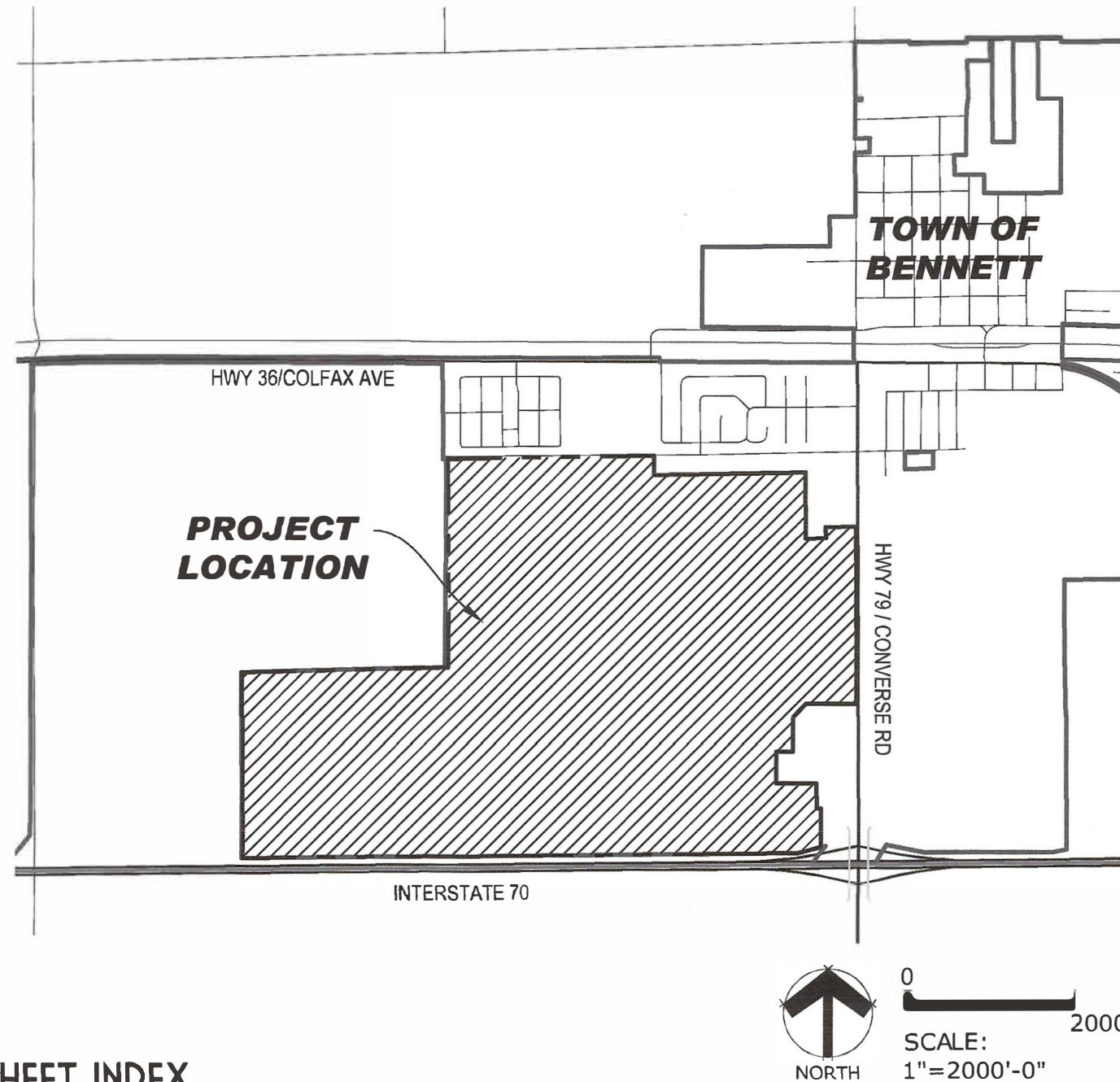
AND EXCEPT THAT PARCEL OF LAND CONVEYED TO THE TOWN OF BENNETT, A COLORADO MUNICIPAL CORPORATION BY DEED RECORDED SEPTEMBER 28, 2012 UNDER RECEPTION NO. 2012000072794.

AND EXCEPT THAT PARCEL OF LAND PLATTED AS MUEGGE FARMS SUBDIVISION FILING NO. 3, RECORDED FEBRUARY 26, 2014 UNDER RECEPTION NO. 2014000011818.

AND EXCEPT THAT PARCEL OF LAND CONVEYED TO THE TOWN OF BENNETT, A COLORADO MUNICIPAL CORPORATION IN SPECIAL WARRANTY DEED RECORDED AUGUST 7, 2017 UNDER RECEPTION NO. 2017000068187.

OUTLINE DEVELOPMENT PLAN
MUEGGE FARMS 3RD AMENDMENT
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
COVER
PAGE 1 OF 13

VICINITY MAP



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3	PROJECT INFORMATION
4	PROJECT INFORMATION
5	ZONING MAP
6	LAND USE MATRIX & STANDARDS
7	DEVELOPMENT USES & GUIDELINES
8	DEVELOPMENT USES & GUIDELINES
9	DEVELOPMENT USES & GUIDELINES
10	DEVELOPMENT USES & GUIDELINES
11	SIGN INTENT & TYPOLOGIES
12	COMMUNITY SIGNAGE & GUIDELINES
13	COMMERCIAL SIGNAGE & GUIDELINES

THIS MUEGGE FARMS 3RD AMENDED OUTLINE DEVELOPMENT PLAN (ODP) AMENDS THE ORIGINAL ODP RECORDED ON SEPTEMBER 30, 2008 AT RECEPTION NO. 2008000077786 AND THE 2ND AMENDED ODP RECORDED ON AUGUST 6, 2019 AT RECEPTION NO. 2019000062976. THERE IS NO 1ST AMENDMENT.

TOWN APPROVAL

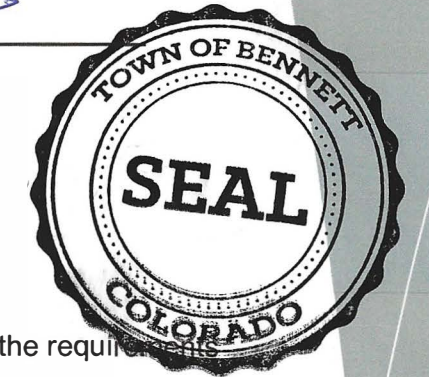
This 3rd Amendment to the Muegge Farms Outline Development Plan

was approved by the Zoning Administrator of the Town of Bennett, Colorado

on this 17 day of January, 2023.

Justin Stiles
Zoning Administrator

Christina Hof
ATTEST: Town Clerk



OWNER APPROVAL

By signing this ODP, the owner acknowledges and accepts all of the requirements and intent set forth herein.

OWNER Muegge Farms, LLC

NOTARY

STATE OF COLORADO)

)SS

COUNTY OF Denver

ROSE SANTISTEVAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224032832
MY COMMISSION EXPIRES AUGUST 22, 2026

The above and foregoing signature of Dan Watts as

Manager of Muegge Farms, LLC was subscribed

and sworn to before me this 9th day of January, 2023

Witness my hand and official seal.

My commission expires on: 8/22/2026

(SEAL)

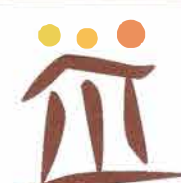
Notary Public: Rose Santistevan

OWNER :

Muegge Farms, LLC
Attn: Dan Watts
2835 S Williams St
Denver, CO 80210-6334
(303) 881-2242

APPLICANT

MGV Investments, LLC
Attn: John Vitella
P.O. BOX 4701
Greenwood Village, CO 80155
(303) 210-4964



pcs group inc.

Attn: Paul Shoukas
P.O. Box 18287
Denver, CO - 80218
tel: 303.531.4905
www.pcsgroupco.com

PLANNER/LANDSCAPE ARCHITECT :

CIVIL ENGINEER :



10333 E. Dry Creek Road, Suite 240
Englewood, CO
tel: 720.482.9526
www.cvlci.com

CIVIL ENGINEER :



7006 S. Alton Way, Bldg F
Centennial, CO 80112
tel: 303.694.1520
www.ernk.com

PREPARATION DATE: FEBRUARY 3, 2003

REVISION DATE: APRIL 10, 2003
REVISION DATE: MAY 4, 2007
REVISION DATE: SEPTEMBER 13, 2007
REVISION DATE: OCTOBER 18, 2007
REVISION DATE: APRIL 7, 2008
REVISION DATE: JULY 23, 2008
REVISION DATE: JANUARY 18, 2019
REVISION DATE: JULY 24, 2019
REVISION DATE: NOVEMBER 23, 2022



MUEGGE FARMS

OUTLINE DEVELOPMENT PLAN MUEGGE FARMS 3RD AMENDMENT TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO PROJECT INFORMATION PAGE 2 OF 13

INTRODUCTION

Muegge Farms is approximately 702 acres of relatively flat terrain generally located in Section 33 and the Southeast Quarter of Section 32, of Township 3 South, Range 63 West of the 6th Principal Meridian, Adams County, Colorado. The site lies at the northwest corner of Interstate-70 and State Highway 79 - the gateway to the central business district of the Town of Bennett.

The parcel was annexed to the Town of Bennett in March of 2001 and was zoned Planned Development. The intent of the Outline Development Plan is to establish the general land uses for the parcel along with their associated bulk and dimension standards.

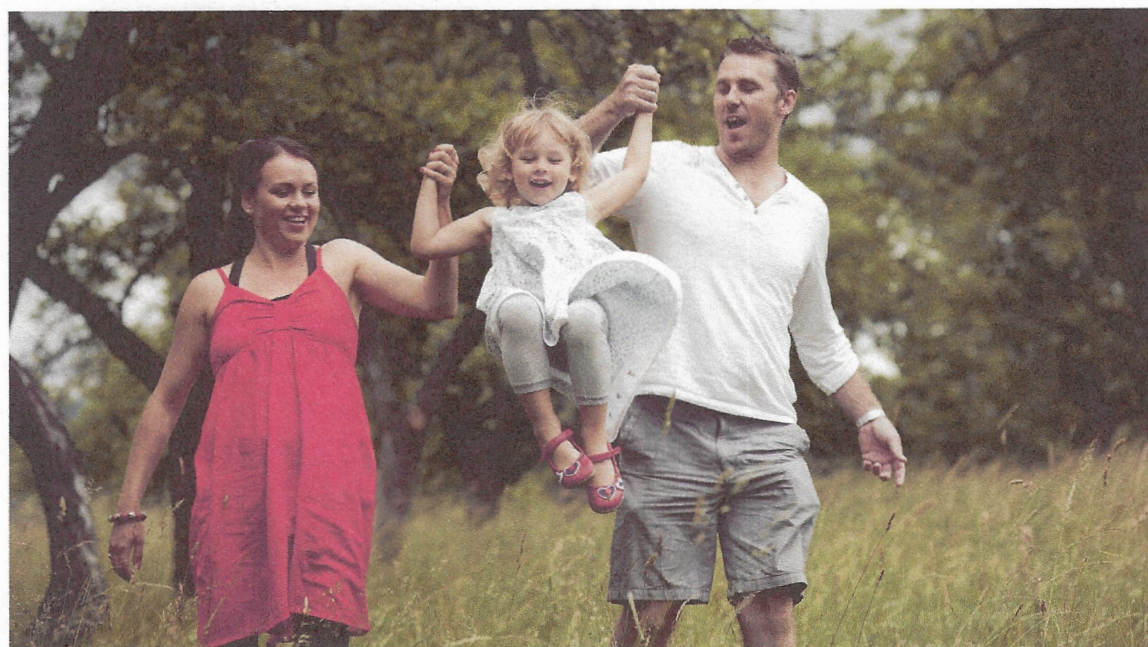
HISTORY

The Town of Bennett was named after Hiram Pitt Bennet, whose family homesteaded the land in 1862. The family went on to become the third postmaster of Denver in 1869 and began developing a method of delivering mail to all the new pioneers in rural areas. Through the years, the Town was referred to as Bennett, from the ranch the family originally settled.

The charm of Bennett lies within the rural feel of the community. This growing, high plains community lies in Eastern Adams and Arapahoe Counties. Residents enjoy the pleasures of small-town, western living, friendly neighbors and community while retaining the amenities of urban Denver only 25 miles away and the recreation opportunities of the Rocky Mountains just beyond.

Muegge Farms is committed to creating a quality planned development, with economic vitality and public service improvements. Its design will promote continued parks and trails expansions for residents to enjoy and strives to improve the quality of life for all who reside within the Town.

PROJECT PRINCIPLES



The proposed concept uses many of the principles outlined in the Town of Bennett 2015 Comprehensive Plan as a guide for development. The three guiding ideologies that carry through the site design include:

Complete – Muegge Farms has a host of uses that provide residents' daily needs to live, work, play, shop, communicate, recreate, and educate. The design concept for Muegge Farms incorporates a variety of housing types and densities, local commercial, regional employment, and parks and open space. Planned as an extension of the town, other complimentary, non-residential land uses, including school sites, Town Hall and Civic Park are intended to serve residents of the broader community. Connectivity with the town will be achieved through the incorporation of trail corridors and pedestrian-oriented streets.

Connected – Muegge Farms is a community that connects its residents through site planning principles which promote pedestrian interaction. The plan has been organized around a series of neighborhoods that are joined through a network of multi-modal connections such as streetscapes, bike paths and pedestrian trails. The land plan links individual neighborhoods within the property through open space corridors and trails that lead to pocket parks and other recreational amenities that socially connect residents to each other, and strengthen the community.

Diverse – Muegge Farms' neighborhoods have a variety of civic spaces, such as plazas, greens, recreational parks, and natural parks. Uses within neighborhoods will also vary, including residential and non-residential. Housing will range from single family detached homes to multifamily townhomes and condominiums giving buyers choices depending on their personal needs and economic position. Commercial uses will range from light industrial, to office/ employment and retail. Civic spaces will include school sites, potential fire station, and large community park. This diversity begins to shape the identity of the community.

DEVELOPMENT CONCEPT AND INTENT

The development concept outlines a variety of neighborhoods within the Town of Bennett that are connected and organized around a series of parks and trails. Embracing the general intent of the Town of Bennett Comprehensive Plan, the Muegge Farms Planned Development provides the Town with a coordinated and harmonious development which will best promote the health, safety, order, convenience, prosperity and general welfare of its residents. This ODP responds to the goals and policies of the Town of Bennett Comprehensive Plan and is designed to ensure high quality development compatible with the surrounding land uses and the natural environment.



Residential

The residential portion of the development plan defines six planning areas that will allow for a mix of housing types, including single-family attached, clustered homes and small and large lot single-family detached. The allowed use of multi-family homes (paired homes, townhouses, and condominiums) provides a true mix of housing types. It is generally anticipated that higher densities will transition from commercial and employment center uses to lower density residential. Flexibility in housing type will enable the development to be competitive in the market and attract a range of home buyers. While the actual mix of home types and lot sizes within individual neighborhoods may vary based on market conditions and economic factors at the time of development, a maximum number of units and density within each neighborhood will be maintained.



Commercial

The commercial portion of the development is designed to maximize the commercial, retail and employment center opportunities of the site. The prime location of the site, with approximately one mile of frontage on State Highway 79, one and one-half mile of frontage along I-70, and the interchange at I-70 and Highway-79 at the southeast corner of the site, affords these opportunities. It is anticipated that primarily retail uses will locate along State Highway 79. A net 10.42 acre commercial site for Bennett Marketplace, including gas and ancillary commercial uses was approved by the Town January 14, 2003. These uses will be the catalyst to bring other retail uses to the Town. The intent is to provide goods and services to the existing and future residents which are not currently available within the Town.



PREPARED:	FEBRUARY 3, 2003
REVISED:	APRIL 10, 2003
REVISED:	MAY 4, 2007
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REVISED:	APRIL 7, 2008
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REVISED:	NOVEMBER 23, 2022



MUEGGE FARMS

OUTLINE DEVELOPMENT PLAN
MUEGGE FARMS 3RD AMENDMENT
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
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Employment

Employment, office and light industrial uses are planned along Interstate-70. The one and one half mile of frontage provides great visibility for the future uses. Anticipated employers may include light manufacturing, storage/warehousing, outdoor storage, distribution, high-tech indoor storage and assembly, office warehouses and office/showrooms. Access to the site from Interstate-70, which is a major truck shipping corridor makes this site ideal for these types of uses.

Parks and Open Space

The proposed parks and open space are intended to serve both neighborhood residents as well as those of the Town of Bennett. Through existing and proposed land dedications, including the Civic Park, Dent Hand, and Well & Water dedications, this plan meets the 10% requirement for PD Districts. The proposed plan includes a large central park intended to serve the broader community through space for active play and recreation.



Adjacent to the park, land has been dedicated to the town for potential use as a Town Hall. Proposed pedestrian walkways and trail corridors will connect neighborhoods, their amenities, the central park, commercial areas and the Town of Bennett, providing a key asset in promoting community health. This "interior" trail system will be composed of a hierarchy of trail types that will provide access to the Regional Trail and connect local neighborhoods to other communities.

SITE ACCESS AND CIRCULATION

Vehicular Circulation

Several entry locations will provide access to the site. Two arterial access locations will be provided from State Highway 79 and one from Colfax Avenue. The Southern most access point from Highway 79 was platted and permitted as part of Filing No. 1, per the 1st Amendment to this PD, and will follow from this existing alignment. The plan accommodates the future realignment of State Highway 79 to the east and incorporates an additional intersection to connect Civic Center Drive with South 1st Street. Two collector roads have been proposed to run north-south: a commercial collector which separates commercial and residential land uses and a local collector serving strictly residential uses. Roadways will provide a consistent streetscape character to the development by incorporating streetscape landscaping, sidewalks, fencing and signage. Roadway standards are intended to meet the standards and specifications as outlined in the Town of Bennett code.

Streets alignments within this document are intended to depict intent and their layout and design will be further defined at the time of Final Development Plan and Final Plat. Local

streets within the Single Family neighborhoods will be a series of loop streets and cul-de-sacs. The streets are intended to provide inter-connectivity between neighborhoods and access to the public facilities.

Pedestrian Circulation

A proposed trail network within Muegge Farms is envisioned to connect the residents with commercial and public facilities. This system will be accomplished through a combination of sidewalks along the streets as well as through a comprehensive multi-use trail system through the open space and drainage corridors. The open space and drainage corridors will be designed to separate the pedestrians from drainage flows and detention facilities.

REGIONAL IMPACTS

The location and proposed uses for this development should have little if any impact on the region. Actual development of this site should only benefit the Town and surrounding area. The site is strategically located as a logical future expansion of Bennett. The proximity



of the site along I-70 at the State Highway 79 interchange promotes viable commercial uses that support the Town and future opportunities to maximize the growth of Bennett in a fiscally responsible way. Benefits to the Town include an increased tax base, sales tax revenue, new jobs, additional residents to support local retailers, and additional tax dollars to support local service providers. In addition to the economic benefits, development of this property will aid in the logical expansion of the Town's infrastructure system.

ENVIRONMENTAL INFORMATION

The land is currently farmed for wheat. The land does not currently accommodate sensitive habitat and there exists no sensitive areas on the property that would be home to endangered species or specialized habitat. A Phase I Environmental Assessment for the entire property is included herein.

Natural and Manmade Hazards

There are no natural or man-made hazards on the site. The most significant features are drainage corridors that occasionally flood the fields.

Existing Vegetation

The native vegetation of the site has been disturbed by agriculture. No riparian vegetation exists on the site and there are no trees or shrubs.

Drainage

The site naturally drains to the low point along the northern property line. There are several defined drainage ways however, none have identified 100 year floodplains.

Wildlife

Habitat on the property is typical of the prairie grasslands of Eastern Colorado. The proximity of Interstate-70, and homes to the north, severely impacts the attraction of native wildlife to the site. However, wildlife typically associated with agricultural fields such as rodents, birds and ground dwellers live on or visit the site. The disturbed nature and lack of mature vegetation limits the value of the site for wildlife.

Topography

The site is gently rolling with a low point elevation of 5493 feet located at the northwest corner of the site. There are several knolls associated with the slight ridges running through the site. The high point elevation is 5529 located along the southern property at the center of the site. The slopes are generally in the zero - 4% range with approximately 36 feet of change in elevation across the site.

Grading

The intent of the proposed grading is to provide a balanced site with individual parcels of ground contoured to suit their final development needs while maintaining the historic drainage patterns throughout the site. The grading plan shall be accomplished in phases respecting the three existing drainage basins. A system of inlets shall intercept runoff and discharge to a series of open channels, constructed with the grading, to convey all offsite and onsite stormwater through the site. Several detention/ retention ponds shall be constructed to provide stormwater detention/retention and water quality. Erosion and sediment control shall be installed and maintained throughout the construction process.

RELATIONSHIP TO EXISTING USES

Adjacent Land Uses

North: Centennial Subdivision (Zoned R-1 Town of Bennett)
Penrith Park Subdivision (Zoned R-2 Town of Bennett)
Agriculture (Zoned A-1 Adams County)

West: Agriculture (Zoned A-1 Adams County)

East: State Highway 79
Vacant Land & Existing Commercial (Zoned PUD Town of Bennett)

South: Interstate - 70

PREPARED: FEBRUARY 3, 2003
REVISED: APRIL 10, 2003
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MUEGGE FARMS

OUTLINE DEVELOPMENT PLAN
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TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
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UTILITIES

Storm Drainage

Proposed improvements to Muegge Farms will require the design and construction of storm drainage facilities to reduce site run-off and the impact to historic peak discharges. Drainage facilities such as water quality, infiltration, and detention ponds will be built to the Town of Bennett standards, and a preliminary drainage study has been completed as a part of this ODP.

Existing runoff generally flows from south to north. There are no existing stormwater quality and storage facilities on Site. The site accepts off-site flows from three different location along I-70 at a western, central and eastern location. Offsite flows enter the site from south through existing culverts and continue northerly towards State Highway 36. The project site has constraints along the northern edge of the site and there is no outfall for the central to eastern portion of the site because the railroad and Highway 36 do not have crossings provided and so the site acts as a closed basin. An existing drainage channel exists on the southwestern portion of the Site and is the only outfall on the site.

The existing site does not have irrigation ditches or canals within the Site. There are no major drainageways within the site. The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) show that no regulated floodplains exist on the Muegge Farms property.

The southwestern outfall will use detention ponds to limit the runoff to at or below the historical discharge. Analysis of the downstream infrastructure will be reviewed to ensure no impact to these facilities will occur. During final design an infiltration analysis recommended to determine if any infiltration is available to reduce pond size. The Penrith Park Subdivision is located central to the Site along the north edge which is downstream of a proposed detention pond. This pond has been designed to release in accordance with the offsite release rate identified in the Penrith Park Final Drainage Report.

The Centennial Subdivision is located northeast of the Site. The subdivision's storm infrastructure was not designed to accept offsite existing flows; therefore, Muegge Farm's proposes two infiltration Ponds to avoid flooding the downstream development. Overflow points should be defined for the infiltration Ponds to protect downstream property.

The project will incorporate several concepts in the design of drainage facilities for the site, including:

- Measures to reduce erosion effects of concentrated flows from developed storm water runoff to adjacent agricultural fields.
- Evaluation of detention facilities for multiple use, such as parks and open space, recreation facilities, trail corridors, and storm water storage for irrigation of common/ public open space areas.
- Detention and erosion control requirements for phased construction
- Storm water quality enhancement in accordance with the best management practices, particularly in the neighborhood commercial areas.

A Combination of utility systems shall be constructed to serve the entire development. Though development shall consist of phases, spanning several years, the infrastructure shall be designed to accommodate proposed final build out conditions.

Water and Sewer Service

A central water system shall be implemented throughout the site to supply adequate quantity and water pressure requirements. A half-million gallon storage tank, capable of future expansion to one million gallons, has been constructed in close proximity to the Dent Hand Dedication to accommodate peak water demands. The town's W-VWW Master

Plan uses 500 gallons of water tank storage of 500 gallons per single family residence, which would create the need for additional storage. A 12 inch water main is proposed to run along the northern border of the property and connects the Penrith site in lieu of the Colfax Anenue/US 36 main. The initial construction by Bennett Market Place includes the extension of a 16 inch water line within State Highway 79. It is anticipated that a connection will be made to the 12 inch main within State Highway 79 for service to the balance of Muegge Farms. Internal of the site, the project site will be served by a 12 inch perimeter water main grid.

The water system shall consist of numerous wells spaced throughout the site to supply adequate quantity. The current groundwater rights raw water dedication with the property is not adequate for the current ODP land uses. Verification of final water sources and availability will be provided on the FDP and site plans.

Sanitary Sewer System

A sanitary sewer system shall be sized to handle fully developed conditions. An existing sanitary sewer connection is constructed by Bennett Market Place and includes a twelve inch line that connects the King Soopers and the adjoining retail pads. It is assumed that a certain portion of the initial project phase will be allow to use this sanitary line. However, it is understood that a parallel system will need installed and downstream bottlenecking issue will need resolved.

As part of the Town's 2007 Water and Wastewater Master Plan (WWWMP), a 15 inch interceptor located in S 1st St. that combines with a 15 inch from Colfax. Most of the Muegge Farms site is expected to be tributary to the future lift station(s). In lieu of collection main or interceptor upgrades along First St and East 38th Ave, a west bypass interceptor west of McKinley and extending north to E 38th Avenue may be more feasible. Alteration from the WWWMP to best align with Muegge Farms road and utility corridor system should be considered. Also, a proposed sanitary sewer line is anticipated along the northern boundary of the site with the construction of Penrith Park to connect to. If the proposed sewer stub is not available prior to the construction of Phase 1, an alternate service point shall be as determined by the Town of Bennett. The Bennett Wastewater Treatment Facility does not have the capacity for full build-out of the project site and will need to be expanded.

GENERAL DEVELOPMENT AND PHASING

Development is anticipated to proceed from the northeast portion of the site and move west and south. As indicated, the initial phase will be commercial uses along State Highway 79 and the adjacent residential neighborhood planning areas. Single Family Attached and Multi-Family residential will follow the Single Family Detached residential. Included in the initial phase are adequate roads, utility line extensions and provisions for adequate storm water management. Park development and associated dedications will keep pace with residential development. Public facilities/services, infrastructure, utilities, and amenities will be constructed to serve the residential neighborhoods in a reasonable and efficient manner as those areas are developed. Overall, the development phases will be based on demand, market conditions and the availability of water.

PLAN AMENDMENTS

The size of any Planning Area may increase or decrease by an administrative amendment by no more than 15% as determined by the Town's Zoning Administrator after final determination of internal street alignments, arterial street alignments, park and open space and buffer zone areas. The initial boundary of any Planning Area will be established with the final plat that is prepared for that area. Amendments to planning areas shall be

subject to the Town of Bennett Municipal Code, as amended.

PARK DEVELOPMENT - PUBLIC LAND DEDICATION

Per the annexation agreement, a total of 10% of the land or 73 acres, shall be dedicated to the Town for general use, parks, trail corridors and open space. An additional 2.17 acres of public dedication is proposed to fulfill the Penrith Park open space requirement. The dedication shall be at a location and of a configuration and character acceptable to the Town and applicant. Park development will need to keep pace with residential development.

SERVICE REQUIREMENTS

Schools:

Muegge Farms is located within the Bennett School District 29J and development shall proceed pursuant to Town ordinances, policies and regulations.

Fire Protection Services:

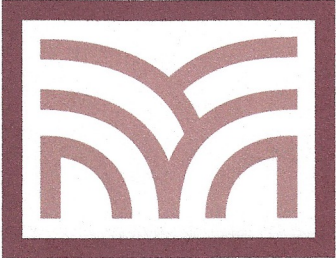
Muegge Farms is located within the Bennett and Watkins Fire District and development will proceed pursuant to Town ordinances, policies and regulations. The property is located less than 1 mile West of Station 91 which is staffed 24 hours a day and is the primary response station for the fire district. In addition, a future station is being identified and may be incorporated within the Town Hall civic dedication.

Parks and Recreation:

Muegge Farms is located within the Bennett Park and Recreation District. A regional park is planned in the northeast corner of Muegge Farms adjacent to the Muegge House Historic Site, which was given to the Town by the owners of Muegge Farms, and the Town Hall site. This accumulation of land for public use will create a large civic amenity for the residents of the Town of Bennett. In addition, taxes paid by both residential and non-residential land owners will support the recreation district's ability to provide recreational facilities for its residents.

It is anticipated that pocket parks, tot lots and trail/open space corridors will be provided within the residential neighborhoods. The intent is that all homes within Muegge Farms be connected to the pocket parks, regional park, schools and commercial activities by a network of trails. Park development will keep pace with the residential development and will be indicated with each residential Final Plat and Final Development Plan.

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MUEGGE FARMS

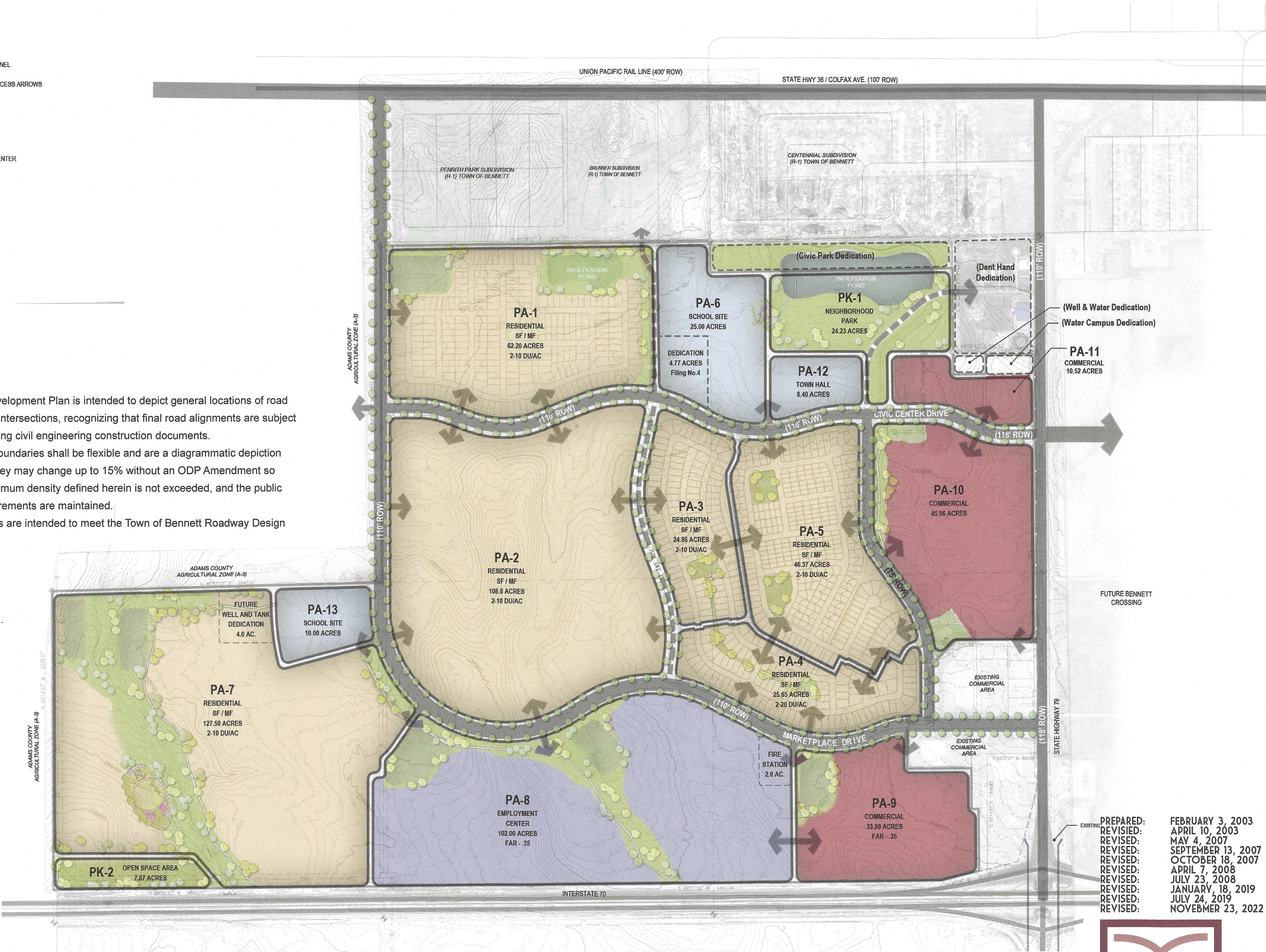
OUTLINE DEVELOPMENT PLAN
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ZONING MAP
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LEGEND



NOTES

1. This Outline Development Plan is intended to depict general locations of road alignments and intersections, recognizing that final road alignments are subject to revision pending civil engineering construction documents.
2. Planning area boundaries shall be flexible and are a diagrammatic depiction of use areas. They may change up to 15% without an ODP Amendment so long as the maximum density defined herein is not exceeded, and the public dedication requirements are maintained.
3. Proposed streets are intended to meet the Town of Bennett Roadway Design Standards.



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LAND USE MATRIX & STANDARDS
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MUEGGE FARMS - BENNETT, CO
MASTER PLAN DEVELOPMENT DENSITY ANALYSIS

MUEGGE FARMS	Planning Area Code	ODP Designated Use ¹	Gross Land Area (Acres)	Minimum Entitled Gross Density (DU/AC)	Maximum Entitled Gross Density (DU/AC)	Maximum Total # of Units ²
1. Park & Recreation Areas	PK-1	Park	24.23			
	PK-2	Open Space	7.87			
2. Development Areas	PA-1	SF/ MF	62.20	2	10	
	PA-2	SF/ MF	108.80	2	10	
	PA-3	SF/ MF	24.86	2	10	
	PA-4	SF/ MF	25.65	2	20	
	PA-5	SF/ MF	46.37	2	10	
	PA-6	School	25.00			
	PA-7	SF/ MF	127.50	2	10	
	PA-8	Employment Center	102.00			
	PA-9	Commercial	33.90			
	PA-10 ³	Commercial	45.96			
	PA-11	Commercial	10.52			
		PA-12	Town Hall	8.40		
	PA-13	School	10.00			
3. Major Roadways/ ROW			37.30			
4. Public Facilities	Part of PA-8	Fire Station (2 Acres)				
5. Total Map Acreage ¹ (Total Figures Above)			700.56			2800 ⁴

Land Use Summary	Acres	Percentage
Residential	395.38	56.4%
Commercial ⁵	192.38	27.5%
Right of Way	37.30	5.3%
Proposed Open Space ⁶	40.50	5.8%
School	35.00	5.0%
Total	700.56	100.0%

Open Space Summary / Town Dedication	Area (in Acres)
Dent Hand Dedication ⁷	13.00
Civic Center Park Dedication ⁷	11.00
Well and Water Parcel Dedication ⁷	1.34
Water Campus Dedication ⁷	1.34
Park Dedication - Filing No. 4 ⁸	1.99
(PK-1): Remaining Civic Center Park Dedication (Acreage includes Penrith Park dedication)	24.23
(PK-2): Open Space Area	7.87
(PA-12): Town Hall Dedication	8.40
Fire Station ⁵	2.00
Well and Tank Dedication	4.00
PROVIDED DEDICATION ⁶	75.17

Non-Residential Development Summary (@ 0.35 FAR)					
EC-Employment Center - 0.35 FAR	PA-8	Employment Center	1,555,092		S.F
C-General Commercial - 0.35 FAR	PA-9	Commercial	516,839		S.F
C-General Commercial - 0.35 FAR	PA-10	Commercial	700,706		S.F
C-General Commercial - 0.35 FAR	PA-11	Commercial	160,388		S.F
Total:			2,933,025		S.F

¹ Permitted uses applied to this Outline Development Plan shall be those allowed in the Town of Bennett's Municipal Code for each comparable zoning district unless amended by this document.

² The total number of dwelling units approved within the established planning areas will be determined at the final development plan and final plat and shall not exceed the maximum gross density set forth in the Outline Development Plan.

³ PA-10 ultimate size may vary in acreage due to State Highway 79 Right-Of-Way expansion, realignment and future dedication.

⁴ Unit counts between Planning Areas may be transferrable so long as the Maximum Entitled Gross Density for each parcel is not exceeded and the Maximum Total # of Units for the project is not exceeded.

⁵ Two acres from PA-8 Employment Center shall be dedicated to the Town of Bennett for a future fire station as part of the fulfillment of the Town's Open Space Dedication.

⁶ The original Muegge Farms Outline Development Plan was approved for 730 acres of mixed use development of which ten percent (10%) of the general land dedication requirement equals 73 acres. Additionally, the Town has already accepted the Dent Hand Dedication, Civic Park Dedication, Well and Water Dedication, Filing No. 4 Park Dedication, and Water Campus Dedication as itemized above. Furthermore, a 2.17 acre deficit in Penrith Park's open space requirement is accounted for in Muegge Farms open space requirement which brings the total land dedication requirement to 75.17 acres.

⁷ This real property was previously conveyed to the Town in partial satisfaction of public land dedication requirement.

⁸ Per Town of Bennett Code, Section 16-5-530, credit for 75% of park area created withing Filing No.4.

BULK & DIMENSION STANDARDS

Land Use Category	Single-Family Detached		Single-Family Attached		Multi-Family ¹	Commercial ³	Employment Center ³	Open Space
	Single Lot	Clustered Lot	Two-Family Dwelling	Townhome ¹				
Minimum Lot Area					NA	NA	NA	NA
Front Loaded	No Minimum							
Alley Loaded								
Front Yard Setback (minimum) ^{2,5,6,8}					25'	0'	50'	NA
Front Loaded	10'	10'	15'	10'				
Alley Loaded	5'	5'	5'	5'				
Side Loaded	12'	10'	10'	10'				
Side Yard Setback (minimum) ²					20'	10'	25'	
Front Loaded	5' (7' on Corner Lots)	5' (10' on Corner Lots)	5' (7' on Corner Lots)	5' (7' on Corner Lots)				
Alley Loaded	5' (7' on Corner Lots)	5' (7' on Corner Lots)	5' (7' on Corner Lots)	5' (7' on Corner Lots)				
Rear Yard Setback (minimum) ^{2,4,8}					6' Between Buildings 10' on Corner Lots			
Front Loaded	10'	5'	10'	5'	20'	15'	25'	0'
Alley Loaded	4'	4'	4'	4'	4'	0'	0'	
Building Separation (minimum)	Building Code or 10' ⁷	Building Code or 10' ⁷	Building Code or 10' ⁷	Building Code or 10' ⁷	Building Code or 10' ⁷			
Maximum Building Height (Principal)	35'	35'	35'	35'	40'	50'	75'	35'
Maximum Building Height (Accessory)	20'	20'	20'	20'	20'	NA	NA	NA
Off-Street Parking Requirements	2 per Dwelling Unit	2 per Dwelling Unit	2 per Dwelling Unit	2 per Dwelling Unit	1.25 per Studio, 1.5 per 1 Bedroom, 2 per 2 & 3 Bedroom	In accordance with Town of Bennett Municipal Code for specific uses	In accordance with Town of Bennett Municipal Code for specific uses	In accordance with Town of Bennett Municipal Code for specific uses

¹ If fee simple lots are created within a building, there are no setback requirements between internal units.

² Incidental architectural features such as cornices, eaves, canopies, chimneys, window wells, bay or box windows, ornamental features, and other similar architectural features may project three (3) feet into any required setback provided these projections are at least two (2) feet from any side lot line and five (5) feet from front and rear lot lines.

³ Awnings, blade signs and incidental architectural features such as cornices, eaves, canopies, bay windows, and other similar architectural features may project five (5) feet into any required setback.

⁴ Decks and patios may encroach 50% into any rear setback.

⁵ Porches may encroach five (5) feet into any front setback provided the porch is a minimum of five (5) feet from the front lot line.

⁶ Front loaded garages shall be setback a minimum of eighteen (18) feet.

⁷ Whichever is greater.

⁸ Pop-outs, which are extensions of living areas on a second or third story are allowed to extend into a front or rear yard setback by no more than 2 feet.

Definitions

Alley Loaded - The garage is accessed from an alley instead of a street.

Building Code - The edition of the international building code adopted by the Town of Bennett and in effect at the time the building permit is requested.

Clustered Lot - A grouping of residential properties.

Front Loaded - The garage is accessed from a street or prodominant R.O.W.

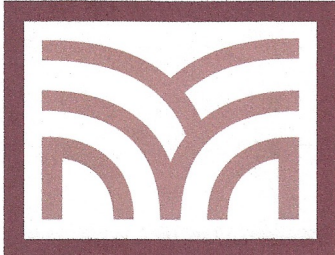
Stepped Massing - Architectural buildings that vertically vary, typically in a graduated sequence.

Outdoor Commercial Recreation and Entertainment - any recreational / commercial use that utilizes the outdoors as a part of its point of business, such as mini-golf.

GENERAL NOTES

- All setbacks shall be measured in a perpendicular direction from the lot or property line to the building foundation
- Provisions of this Outline Development Plan shall prevail and govern the development of Muegge Farms provided, however, that where the provisions within this document do not address a particular subject, the relevant provisions in the Town of Bennett Land Use Code or Municipal Code, as applicable, shall prevail
- All setback encroachments shall also be subject to the regulations of the International Building Code and the International Fire Code.

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DEVELOPMENT STANDARDS & DESIGN GUIDELINES

The following Development Standards have been prepared to ensure a responsible site planning process which will help minimize potential land use conflicts, provide visual interest and diversity of homes, as well as enhance the small town, country character and open feeling of the Community. The standards also provide the flexibility necessary to support a range of single family-residential housing types and lot sizes, depending on market conditions at the time of development.

The Development Standards have been established for each major land use type within the Community. Projects permitted within each area and land use type shall be constructed in accordance with these Development Standards and permitted uses. These standards are considered preliminary guidelines which may require more specific information and detail at the time of Final Development Plan Review. The architectural character and intent for special/innovative residential solutions will also need to be established at Final Plan as determined by the Town. This may include prototypical site plans, and architectural character sketches and elevations.

Development Standards with respect to parking (including commercial off-street parking), sign control and landscape requirements shall be controlled by the provisions of the Town's Zoning Code and Subdivision Regulations.

ARCHITECTURAL STANDARDS

In order to create distinctive and valued communities, each neighborhood shall contain architectural diversity, high quality and attention to design detail in accordance with The Town of Bennett architectural design guidelines and standards. The following general standards shall apply to all residential neighborhoods and become the basis for more specific architectural design as set forth in this ODP.

1. Varied architectural styles are encouraged within each neighborhood. (Architectural building forms and elevations shall be varied but compatible along the streetscape, simple forms are preferred over complex forms)
2. Where floor plans are offered on a repeating basis, alternate elevations shall be developed. Identical floor plans with similar exterior elevations shall not be located adjacent to one another.
3. A variety of design elements and details shall contribute to the overall character of a home's elevation and its appearance from the street, including the use of front porches and covered entries, bay and box windows, and the handling of windows and door openings.

4. Careful consideration shall be given to the massing, proportions, and the overall scale of each design. A home's mass will be "broken up" to reduce its apparent scale, provide visual interest and depth, and achieve a more articulated building form. Builders are encouraged to develop floor plans that are responsive to architectural style objectives as well as energy efficient building objectives.
5. Large, flat, unbroken building planes on the front and rear elevations shall be prohibited. Side elevations without windows shall be discouraged.
6. Size, shapes, proportions, and trim of doors and windows shall be consistent with the architectural style of the home.
7. Garage-dominated homes and streetscenes shall be avoided through various design techniques, including providing varied garage orientations, locations and setbacks, as well as recessing garages into the main plane of front facades and providing design elements to help them blend with front architecture. Innovative / traditional design solutions, such as rear-yard and rear-loaded garages shall also be encouraged.
8. Heights of architecture should vary to create a more inviting residential streetscape and to accommodate a pedestrian scale.



(SF) SINGLE-FAMILY RESIDENTIAL INTENT

To provide for a variety of residential development of single-family homes on a mix of single-family lot types, including the potential for attached homes. Special residential housing types and lot configurations, including but not limited to, rear-load homes with alley access, will be allowed if consistent with the intent, standards, and residential character of this section.

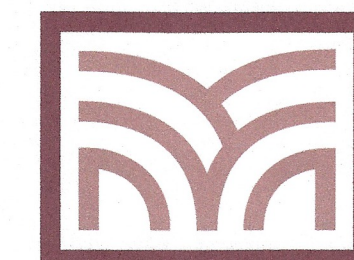


PERMITTED USES (by Right)

1. Single-family dwelling units (SFD or Single Family Detached)
2. Two family dwelling units (SFA or Single Family Attached)
3. Community information centers and kiosks
4. Accessory structures and uses (see below)
5. Public and private open space and recreational facilities
6. Signage (including project identification signs and monuments)-subject to the sign standards and permit requirements in the Bennett Municipal Code.
7. Utilities and appurtenant facilities
8. Roads and parking
9. Consideration may be given to shared parking where appropriate in accordance with the Bennett Municipal Code requirements for parking regulations.
10. Drainage and detention/infiltration facilities
11. Elementary or secondary education school
12. Religious institutions
13. Group home for the elderly
14. Manufactured homes
15. Home occupations per Bennett Municipal Code.
16. All uses specified within the Residential zone districts R-1 and R-2 that are residentially compatible within the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.



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CONDITIONAL USES

(Conditional uses will be reviewed and processed in accordance with the Bennett Municipal Code)

1. Child care centers
2. Public and quasi-public facilities (such as, but not limited to clubs and/or lodges, community gardens, religious institutions, and fire stations)
3. Institutional facilities



4. Special community buildings/facilities
5. Cemetery
6. Assisted living/ nursing
7. All conditional uses within the Residential zone districts R-1 and R-2 in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.



TEMPORARY USES

(Temporary uses will be reviewed and processed in accordance with the Bennett Municipal Code)

1. Show home complexes and/or residential sales offices
2. Temporary construction yards and structures
3. All temporary uses specified within the Residential zone districts R-1 and R-2 in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.

(MF) MULTI-FAMILY RESIDENTIAL INTENT

Multi-family home parcels are much like small villages or communities. Each parcel must be designed for compatibility within itself, using a blend of building types, compatible architectural styles, and a tastefully balanced palette of colors and materials to achieve a restful dynamic within each parcel.

Site planning for the following general concepts should be considered when planning for

and designing attached and multi-family housing.

1. Emphasize pedestrian access and connections to public sidewalks, trails, and open space systems when preparing site plans.
2. Keep parking internal to the project and not along streets, except for guest parking.
3. Solid walls/fences at the project periphery are to be set back five (5') feet or more behind the front facade, and are to be minimized as much as possible.
4. Each multi-family project within Muegge Farms shall be required to provide at least one amenity to serve as a focal point for that area. This amenity may be a playground, a community building, a pool, a sport court, or a playfield.

Similar to single family neighborhoods, multi-family neighborhoods shall include diversity in architecture to create interesting and attractive streetscenes. To this end, each multi-family neighborhood should provide the following:

1. At least two (2) different elevation styles for projects containing three or more of the same building type.
2. A minimum of two (2) individual unit plans per building.
3. Minimize blank, singular planes oriented toward public views. Provide some architectural elements on all sides of the building.
4. Consider intended architectural styles in conjunction with the development of building plans, massing forms, elements, details, and color.
5. Design buildings to define outdoor spaces, with floor plans that have a logical and functional relationship between indoor and outdoor spaces.
6. Provide front porches and balconies where style-appropriate and when possible for stepped massing.
7. Vary setbacks on building elements.

PERMITTED USES (by Right)

1. Single-family dwelling units (SFD or Single Family Detached)
2. Two family dwelling units (SFA or Single Family Attached)
3. Multi-family dwelling units (including town homes, condominiums or apartments)
4. Rooming, lodging or boarding houses
5. Community information centers and kiosks
6. Accessory structures and uses (see below)
7. Public and private open space and recreational facilities
8. Signage (including project identification signs and monuments)-subject to the sign permit requirements in the Bennett Municipal Code.
9. Utilities and appurtenant facilities
10. Roads and parking
11. Consideration may be given to shared parking where appropriate in accordance with the Bennett Municipal Code requirements for parking regulations.
12. Drainage and detention/infiltration facilities
13. Elementary or secondary education school
14. Religious institutions
15. Group home for the elderly
16. Manufactured homes
17. Home occupations
18. All uses specified within the R-3 zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.

CONDITIONAL USES

(Conditional uses will be reviewed and processed in accordance with the Bennett



Municipal Code)

1. Child care centers
2. Public and quasi-public facilities (such as, but not limited to fire and police stations and clubs and/or lodges, events center, community gardens, religious institutions)
3. Institutional facilities
4. Special community buildings / facilities
5. Cemetery
6. Assisted living/ nursing.
7. All uses specified within the Residential zone districts R-1, R-2 and R-3 in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.



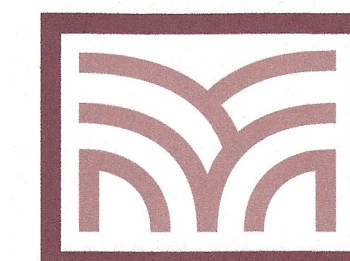
COMMERCIAL INTENT

To provide a broad range of retail goods and services, business, and professional services which can support local and regional uses, and complementary public community services and facilities.

PERMITTED USES (BY RIGHT)

1. Commercial retail sales
2. Commercial services
3. Food and beverage service (including bars, taverns, restaurants, fast food, nightclub)
4. Financial institutions
5. Day care centers
6. Indoor and outdoor commercial recreation and entertainment
7. Professional and medical offices
8. Printing and publishing offices
9. Public and quasi-public facilities (such as, but not limited to fire and police

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- stations)
10. Public and private membership clubs
 11. Institutional and special community facilities and events (including educational facilities and churches)
 12. Common areas and open space
 13. Community information centers and kiosks
 14. Accessory structures and uses (see below)
 15. Signage (including project identification signs and monuments)-subject to the sign permit requirements in the Bennett Municipal Code.



16. Utilities and appurtenant facilities
17. Roads and parking
18. Consideration may be given to shared parking where appropriate in accordance with the Bennett Municipal Code requirements for parking regulations.
19. Drainage and detention/infiltration facilities
20. All uses specified within the C zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.



CONDITIONAL USES

(Conditional uses will be reviewed and processed in accordance with the Bennett Municipal Code)

1. Restaurants with drive-thru facilities or breweries
2. Commercial storage areas (screened by solid fence or wall at least six feet in height)
3. All conditional uses within the C zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.
4. Fire Stations

TEMPORARY USES

(Temporary uses will be reviewed and processed in accordance with the Bennett Municipal Code)

1. Temporary construction yards and structures.
2. All temporary uses specified within the C zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.

EMPLOYMENT CENTER INTENT

To provide a range of commercial and industrial uses near Interstate 70 which can support local and regional uses.

PERMITTED USES (by Right)

1. Educational facilities (including business, trade, vocation, post-secondary and university)
2. Professional and medical laboratories
3. Professional and medical offices and facilities (including hospitals)



4. Light trade and technical uses
5. General research and development
6. Warehousing and distribution
7. Wholesale establishments (including accessory offices)
8. Institutional and special community facilities and events
9. Public and quasi-public facilities (such as libraries, museums, religious institutions, events center and other civic uses)
10. Common areas and open space
11. Commercial retail (< 5,000 sq. ft.)
12. Commercial recreation
13. Financial institutions
14. Repair facilities (including but not limited to auto, furniture, major household appliances)
15. Signage, (including project identification signs and monuments)-subject to the sign permit requirements in the Bennett Municipal Code.
16. Utilities and appurtenant facilities
17. Roads and parking

18. Consideration may be given to shared parking where appropriate in accordance with the Bennett Municipal Code requirements for parking regulations.
19. Drainage and detention/infiltration facilities
20. All uses specified within the EC zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.

CONDITIONAL USES

(Conditional uses will be reviewed and processed in accordance with the Bennett Municipal Code)

1. Manufacturing, assembly, finishing or fabrication fully enclosed in a structure.
2. Outdoor material supply or storage (screened by solid fence or wall at least six feet in height).
3. All conditional uses within the EC zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.
4. Fire Stations

OPEN SPACE INTENT & GUIDELINES

To provide active and passive open space uses, including potential recreational facilities, to serve the residents of the Town of Bennett.

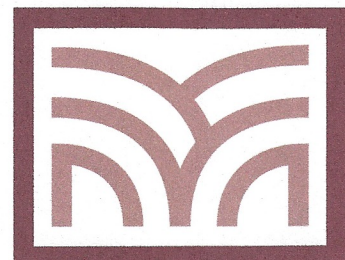
PERMITTED USES (by Right)

1. Active public and private recreational uses, including but not limited to ballfields,



- playgrounds, swimming pools, and court games.
2. Passive public and private recreational uses, including but not limited to picnic grounds, native, naturalized or landscaped fields, and visual buffer open space.
 3. Public Recreation Buildings
 4. Community Information/Sales Centers
 - 5.
 6. Accessory structures and uses
 7. Temporary construction yards and structures
 8. Signage, (including project identification signs and monuments)-subject to the sign permit requirements in the Bennett Municipal Code.
 9. Utilities and appurtenant facilities
 10. Roads and parking
 11. Consideration may be given to shared

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MUEGGE FARMS

**OUTLINE DEVELOPMENT PLAN
MUEGGE FARMS 3RD AMENDMENT
TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
DEVELOPMENT USES & GUIDELINES
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parking where appropriate in accordance with the Bennett Municipal Code requirements for parking regulations.

12. Drainage and detention/infiltration facilities
13. All uses specified within this zone district in the Town of Bennett's Municipal Code or any other uses consistent with this section as determined by the Zoning Administrator shall be permitted.

TEMPORARY USES

(Temporary uses will be reviewed and processed in accordance with the Bennett Municipal Code)

1. Special community events
2. All uses specified within the Open Space Intent and Guidelines consistent with this section as determined by the Zoning Administrator shall be permitted.
3. Real estate sales offices are not to exceed a 60 month time period with two (2) renewals of temporary use.

DETENTION / INFILTRATION AREAS AND DRAINAGE CHANNELS

The landscape for detention/infiltration areas and drainage channels will be designed in a manner that will reinforce the character of the Town of Bennett and the high plains prairie, as well as provide the greatest benefit to the community. All detention/infiltration areas and related conveyance facilities shall strive for a natural vs. an "engineered" look. The designs shall strive to create a landscape concept for detention/infiltration areas, and drainage channels that will be aesthetically pleasing as well as environmentally responsible in terms of water use. It is considered beneficial to allow for passive recreational activities near detention/infiltration areas.

1. Detention/infiltration facilities, manmade drainage channels other than those through residential front or side yards, and disturbed drainage channels, shall be planted with drought tolerant native grasses and plant materials. Front and side yard residential drainages shall be planted to match the front or side yard of the residence. Natural drainage channels containing existing vegetation and non-irrigated native grasses are exempt. Detention/infiltration areas or drainage channels shall be designed to blend with adjacent areas.
2. Natural drainage corridors containing existing native grasses and established vegetation may be supplemented with native trees, shrubs and ornamental grasses that could enhance wildlife habitat and the pedestrian environment. Areas of disturbance within the natural drainage corridors shall be re-vegetated with native plant materials.
3. Consideration should be given to locating pedestrian focal points along drainages including overlooks, and seating areas.
4. Plant materials should be used to strengthen the edge of drainage ways.
5. Landscape adjacent to drainage ways should be naturalistic and include riparian



vegetation.

ACCESSORY STRUCTURES AND USES INTENT

To provide Development Standards applicable to all land use areas within the planned development (exclusive of Open Space areas). Accessory Structures or Uses shall refer to detached, subordinate buildings or structures, the use of which is customarily incidental to that of the principal building or to the main use of the land and which is located on the same lot with the main building or use.

1. Private parking garages (attached or detached from single-family homes)
2. Service structures (utility/storage, garden sheds and greenhouses)
3. Patio/privacy enclosures and walls
4. Patio shade structures and gazebos

ACCESSORY STRUCTURES DEVELOPMENT GUIDELINES

1. Permitted accessory uses shall conform to the setbacks and height restrictions outlined in the Bulk and Dimensions Standards Matrix.
2. Maximum number of accessory structures = 1 per lot as a use by right (with the exception of detached garages). Any additional structure would need to be submitted to the Governing Design Review Committee (which could be a Homeowner's Association or Metropolitan District), for review and approval.
3. Detached parking garages shall be architecturally compatible with the main building or house, including similar design styles, details, materials, and color.
4. Service structures, such as garden sheds, utility storage and greenhouses, are only permitted if attached to the main structure and successfully integrated into the residential architecture or detached if approved by Governing Design Review Committee.
5. Patio shade structures and gazebos should be compatible with the architectural styles of their related homes.
6. Patio/privacy enclosures and walls should be architecturally compatible and reflect details and materials consistent with the residential buildings they serve.

LANDSCAPE DESIGN GUIDELINES

In general, landscaped areas should help to reinforce the character and identity of the community. These areas help promote community health and mental well-being and every effort should be made to incorporate a variety and abundance of plant material. The following principles should be used when planning and designing landscaped areas:

1. Where possible layers of vegetation should be used to help define spaces (large trees, understory trees, shrubs, herbaceous plants, grass)
2. Use tree species that provide shade, color and variety



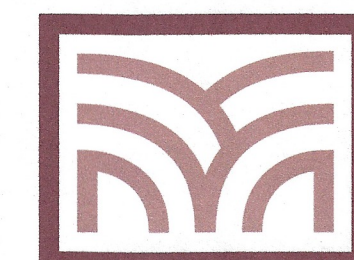
3. Use a diversity of species to limit loss from disease and insects
4. Use native and drought tolerant species when possible
5. Water intensive plantings, such as turf, should be restricted to active areas and used sparingly in other cases.
6. Irrigation systems that conserve water are encouraged

A list of suggested plant species can be found in the Town of Bennett's Development Design Guidelines.

RESIDENTIAL STREET DESIGN CONCEPT AND GUIDELINES

Residential streets contribute significantly to neighborhood quality. Street network will include a hierarchy of streets that reflect the different residential densities and traffic conditions within the community. The proposed street system is designed to provide a tree-lined streetscape, characteristic of traditional neighborhoods. This concept incorporates street sections in compliance with the Town of Bennett Road Design Standards with tree lawns where appropriate, and attached walks as an alternative, with both formal and informal street-tree plantings to enhance neighborhood quality, safety, livability and value.

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MUEGGE FARMS

OUTLINE DEVELOPMENT PLAN
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TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO
SIGNAGE INTENT & TYPOLOGIES
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LEGEND

Residential

- R-1 Potential Community Monument
- R-2 Potential Secondary Entry Monument
- R-3 Potential Neighborhood Identification Monument

Commercial

- C-1 Potential Primary Commercial Monument
- C-2 Potential Secondary Commercial Monument
- C-3 Tertiary / Way finding Commercial Monument



INTENT

The purpose of this Chapter is to promote the public health, safety and welfare by establishing standards and criteria for the construction, installation, maintenance and operation of signs in Muegge Farms, which are subject to the provisions of this ODP.

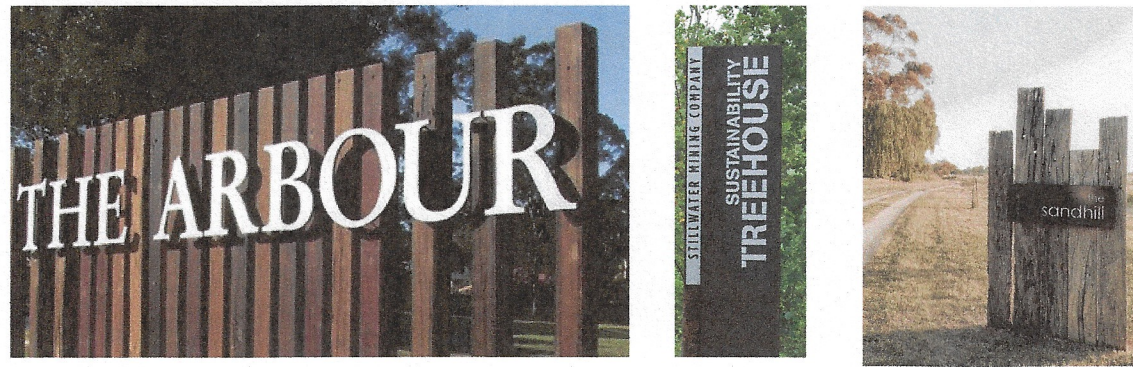
More specifically, this section is intended to:

- Enhance and protect the physical appearance of the Muegge Farms
- Compliment the values, goals and policies set forth in the Town's Master Plan;
- Protect property values;
- Promote and maintain visually attractive, high-value residential, retail, commercial and industrial areas;
- Promote the economic well-being of the community by creating a favorable physical image
- Ensure that signs are located and designed to:
 - Provide an effective means of way-finding in the community

- Afford the community an equal and fair way to advertise and promote its products and services
- Reduce sign clutter and the distractions and confusion that may be contributing factors in traffic congestion and accidents, and maintain a safe and orderly pedestrian and vehicular environment;
- Minimize the disruption of the scenic views which when maintained protect important community values;
- Afford businesses, individuals and institutions a reasonable opportunity to use signs as an effective means of communication;
- All sign standards in the sign regulations of the Bennett Municipal Code not addressed in this ODP shall apply to signage in Muegge Farms.

EXEMPTIONS

The following signs and displays are exempted from this ODP within Muegge Farms:



- any sign required by a valid and applicable federal, state or local law, ordinance or regulation;
- Signs and other visual displays erected by, or at the direction of, federal, state or local governmental or quasi-governmental agencies;
- Decorative lighting displays, i.e., holiday lights, that do not display a commercial message;\
- Any sign smaller than two (2) square feet in area, if located on a residential parcel
- Signs conforming to or required by the Manual of Uniform Traffic Control Devices, as published by the Federal Highway Administration from time to time under 23 Code of Federal Regulations, Part 655, Subpart F;
- Signs on athletic fields and scoreboards intended for on-premises viewing;
- Signs located on any Town-owned property not specifically addressed in this ODP

CONSTRUCTION

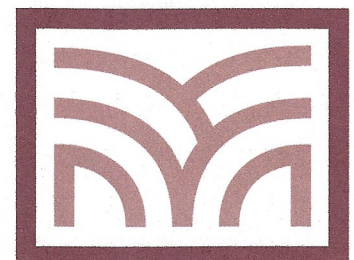
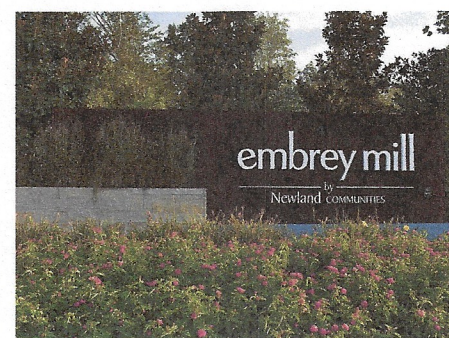
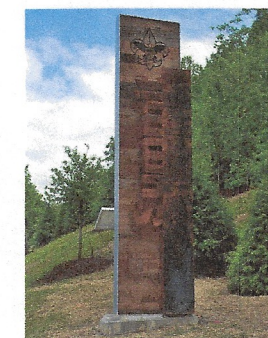
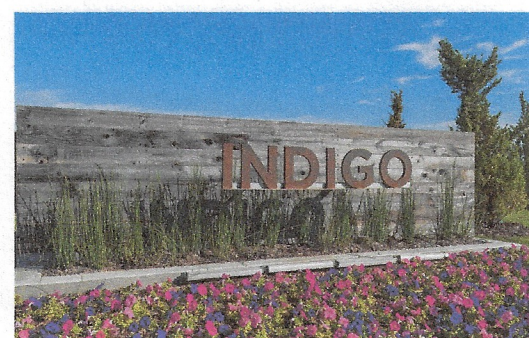
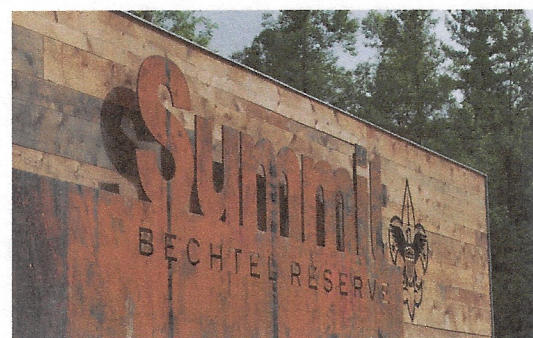
All signs shall be constructed in accordance with the following requirements:

- Compliance with building code. The construction, erection, safety and maintenance of signs shall comply with all building regulations of the Town of Bennett, including building permit requirements where necessary. Electric signs and all permanent signs involving structural requirements of the building code shall be installed, repaired, altered and serviced only by a contractor licensed to perform such tasks.
- Safety. Signs shall be structurally sound and located so as to pose no threat to pedestrian or vehicular traffic. No sign regulated by any of the provisions of this ODP shall be erected in proximity to railroad crossings or at the intersection of any streets in such a manner as to obstruct free and clear vision; at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign signal or device; or which makes use of any word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.

MATERIALS

- Permanent signs shall be fabricated on and of materials that are of good quality, durable, weather-resistant, fastened or anchored sufficiently. Fabric or similar materials are not allowed for permanent signs. All wood sign components shall be stained or painted to ensure durability. Permanent freestanding signs shall complement the architectural style, character, materials, color and detail of adjacent buildings.
- Temporary signs shall be durable and weather-resistant and fastened or anchored sufficiently, whether attached to the building or positioned in the ground. If a lightweight fabric or similar material is being used as a freestanding temporary sign, it shall be mounted securely to a solid, hard-backed, rigid surface.

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MUEGGE FARMS

OUTLINE DEVELOPMENT PLAN MUEGGE FARMS 3RD AMENDMENT TOWN OF BENNETT, COUNTY OF ADAMS, STATE OF COLORADO COMMUNITY SIGNAGE & GUIDELINES PAGE 12 OF 13

STANDARDS & GUIDELINES

R-1 Primary Community Monument



Exhibits are for purposes of intent only and may be subject to revisions with subsequent submittals

Standards

- 2 signs per community within the Muegge Farms ODP
- Maximum area of 60 square feet of type face
- Maximum height of 15'

Guidelines

- Location: Community Monument signs are typically located at the entrance or prominent intersections of a community. They shall be located on a site frontage adjoining a public or private street, tract, easement or right-of-way. The setbacks should ensure that all sight lines are preserved. Upon approval of the zoning administrator, a monument sign can be integrated into a wall.
- Landscaping: Landscaping shall be provided at the base of the supporting structure equal to two times the area of one face of the sign. For example, twenty (20) square feet of sign area equals sixty (40) square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project, or if physical conditions of the site would preclude all or a portion of the landscaping.
- Lighting: Monument signs may be illuminated consistent with the rules and regulations of the Bennett Municipal Code.

R-2 Secondary Entry Monument



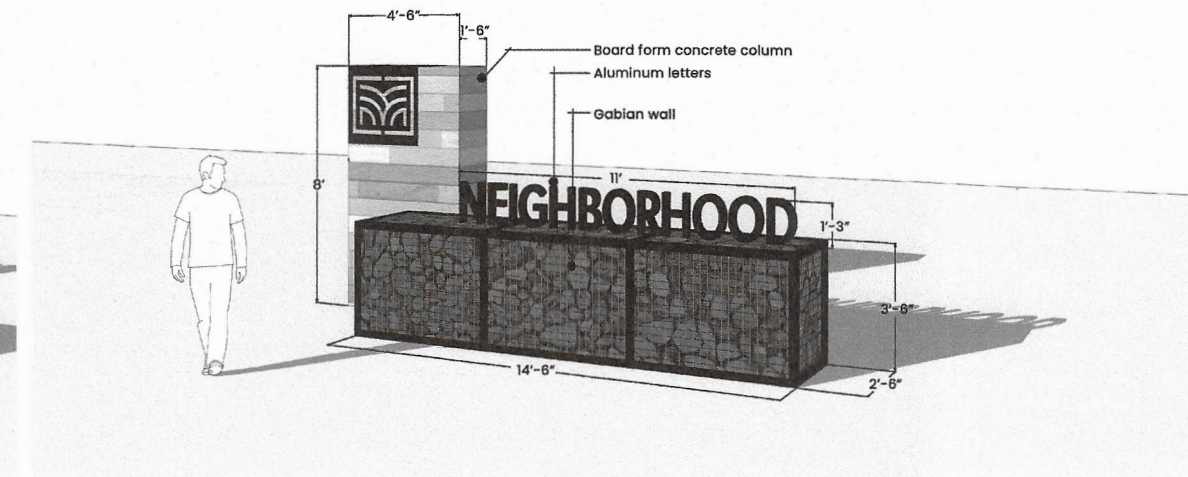
Standards

- 4 signs per community within the Muegge Farms ODP
- Maximum area of 40 square feet of type face
- Maximum height of 12'

Guidelines

- Location: Secondary Monument signs are typically located at prominent intersections of a community or at terminus view sheds. They shall be located on a site frontage adjoining a public or private street, tract, easement or right-of-way. The setbacks should ensure that all sight lines are preserved. Upon approval of the zoning administrator, a monument sign can be integrated into a wall.
- Landscaping: Landscaping shall be provided at the base of the supporting structure equal to two times the area of one face of the sign. For example, twenty (20) square feet of sign area equals sixty (40) square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project, or if physical conditions of the site would preclude all or a portion of the landscaping.
- Lighting: Monument signs may be illuminated consistent with the rules and regulations of the Bennett Municipal Code.

R-3 Neighborhood Identification Monument



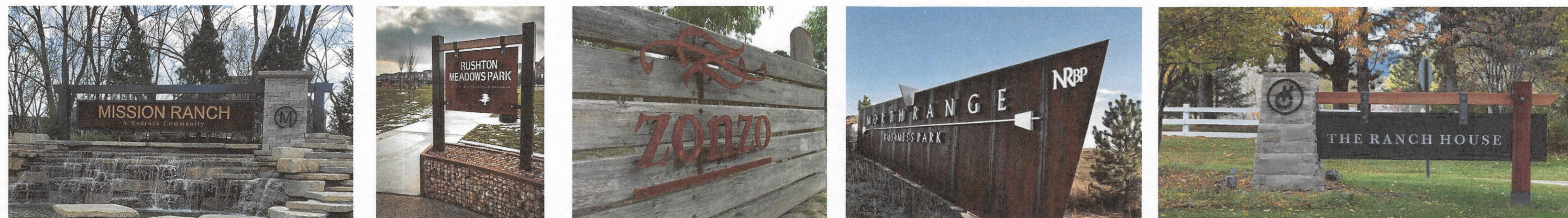
Standards

- 3 signs per neighborhood within each filing or planning area
- Maximum area of 32 square feet of type face
- Maximum height of 8'

Guidelines

- Location: Neighborhood Identification Monument signs are typically located at prominent intersections of the entrance of an individual neighborhood. They shall be located on a site frontage adjoining a public or private street, tract, easement or right-of-way. The setbacks should ensure that all sight lines are preserved. Upon approval of the zoning administrator, a monument sign can be integrated into a fence or wall.
- Landscaping: Landscaping shall be provided at the base of the supporting structure equal to three times the area of one face of the sign. For example, twenty (20) square feet of sign area equals sixty (60) square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project, or if physical conditions of the site would preclude all or a portion of the landscaping.
- Lighting: Monument signs may be illuminated consistent with the rules and regulations of the Bennett Municipal Code.

Inspiration images are for purposes of intent only and may be subject to revisions with subsequent submittals

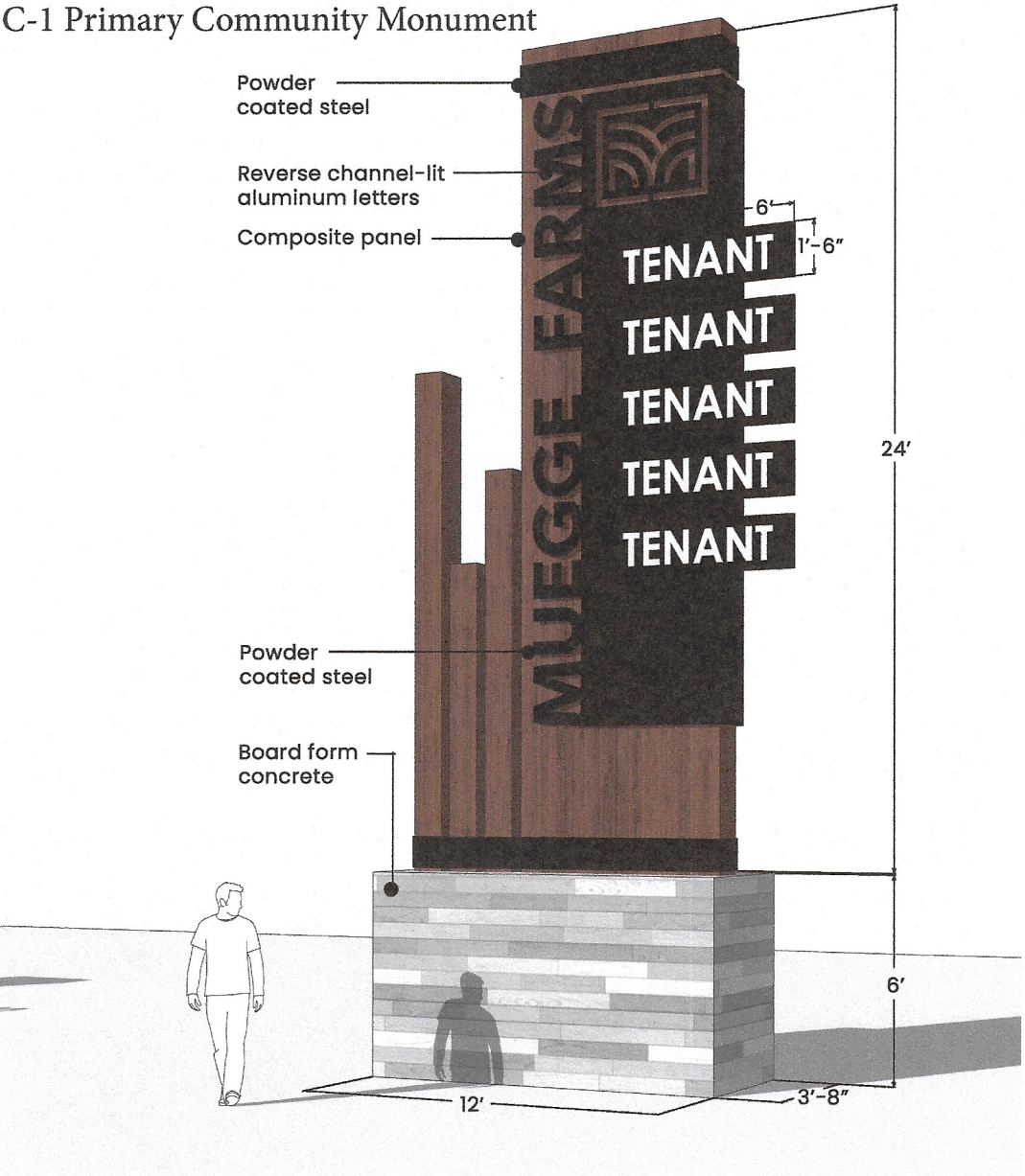


MUEGGE FARMS

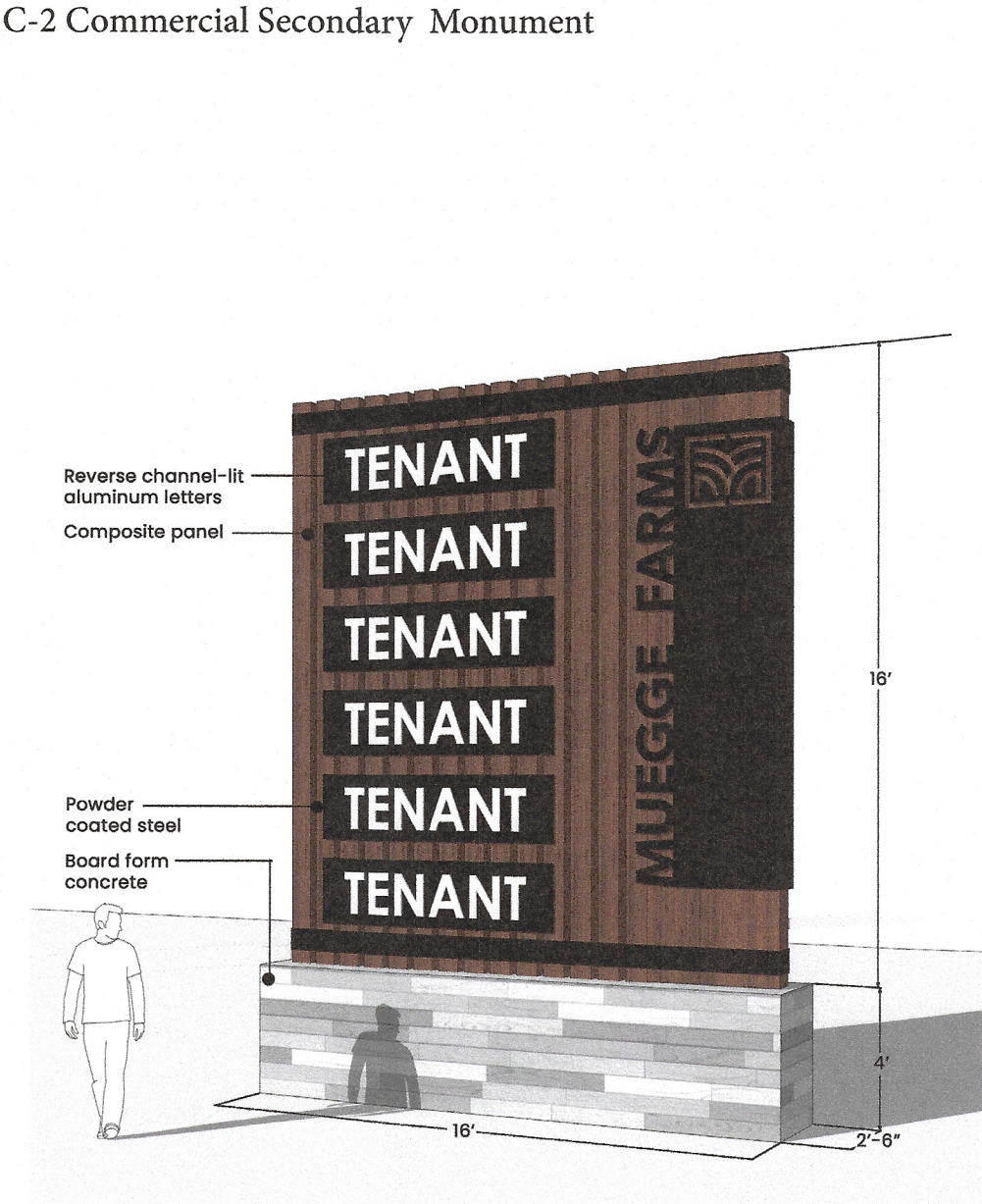
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STANDARDS & GUIDELINES

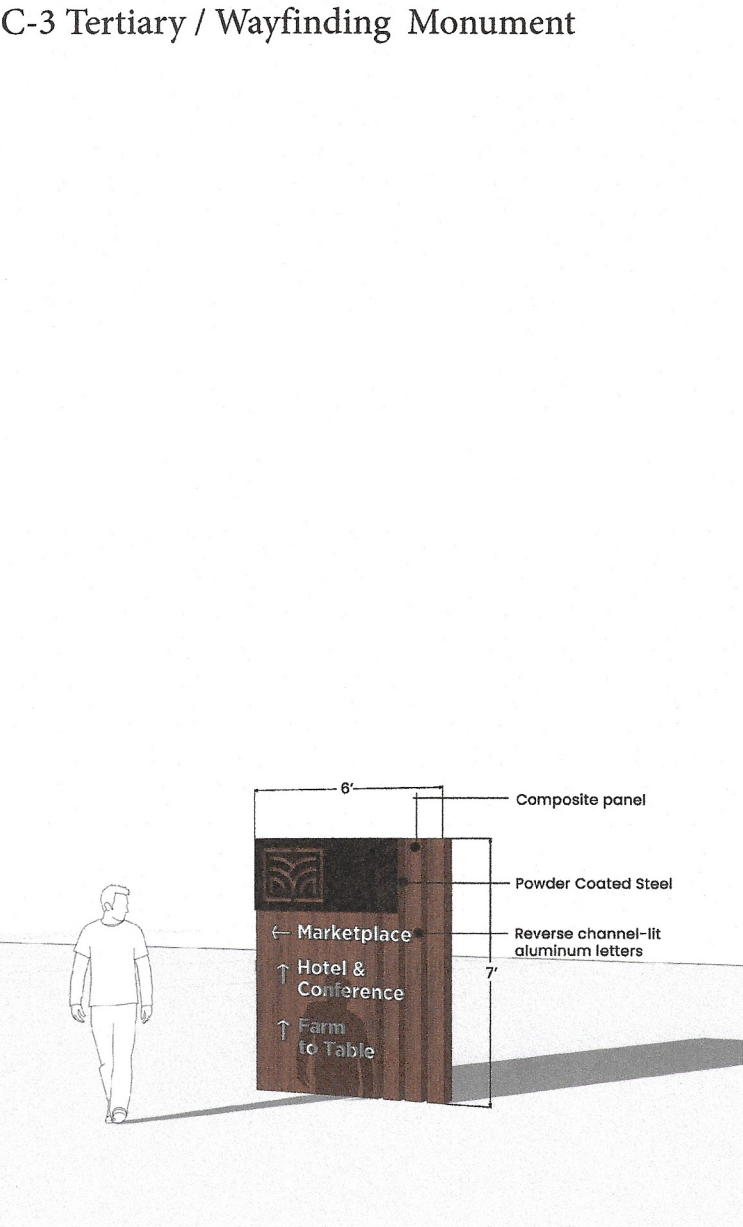
C-1 Primary Community Monument



C-2 Commercial Secondary Monument



C-3 Tertiary / Wayfinding Monument



Exhibits are for purposes of intent only and may be subject to revisions with subsequent submittals

Standards

- 1 sign within the community proximate to Highway I-70
- Maximum area of 380 square feet of type face
- Maximum height of 60'

Guidelines

- Location: Primary Commercial Monument signs are typically located along the Highway corridor for business areas shown within the Muegge Farms ODP which encompasses generally the area from Penrith Road to the I-70 Interchange. They are situated to encourage enhancement of the economic vitality of the downtown business community. The setbacks should ensure that all sight lines are preserved.
- Landscaping: Landscaping shall be provided at the base of the supporting structure equal to the area of one face of the sign. For example, twenty (20) square feet of sign area equals sixty (20) square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project, or if physical conditions of the site would preclude all or a portion of the landscaping.
- Lighting: Signs shall be oriented or illuminated so as not to adversely affect the surrounding area or existing nearby residential uses or structures. Examples of adverse effects are glare from intense illumination and large signs or structures which visually dominate an area.

Standards

- 4 signs within the Muegge Farms ODP, non-residential planning areas, i.e. Commercial and Employment Center
- Maximum area of 250 square feet of type face
- Maximum height of 25'

Guidelines

- Location: Secondary Monument signs are typically located prominent intersections of a community or at terminus view sheds. They shall be located on a site frontage adjoining a public or private street, tract, easement or right-of-way. The setbacks should ensure that all sight lines are preserved. Upon approval of the zoning administrator, a monument sign can be integrated into a fence or wall.
- Landscaping: Landscaping shall be provided at the base of the supporting structure equal to the area of one face of the sign. For example, twenty (20) square feet of sign area equals sixty (20) square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project, or if physical conditions of the site would preclude all or a portion of the landscaping.
- Lighting: Signs shall be oriented or illuminated so as not to adversely affect the surrounding area or existing nearby residential uses or structures.

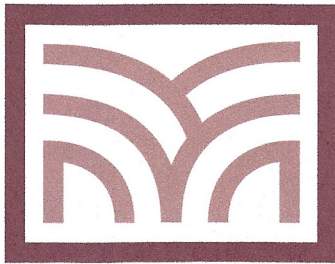
Standards

- no maximum limit to quantity
- Maximum area of 50 square feet of type face
- Maximum height of 8'

Guidelines

- Location: Tertiary Monument signs are typically located prominent intersections of a community or at terminus view sheds. They shall be located on a site frontage adjoining a public or private street, tract, easement or right-of-way. The setbacks should ensure that all sight lines are preserved. Upon approval of the zoning administrator, a monument sign can be integrated into a fence or wall.
- Landscaping: Landscaping shall be provided at the base of the supporting structure equal to two times the area of one face of the sign. For example, twenty (20) square feet of sign area equals sixty (40) square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project, or if physical conditions of the site would preclude all or a portion of the landscaping.
- Lighting: Monument signs may be illuminated.

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MUEGGE FARMS

Docusign Envelope ID: 6572EB38-2CCA-40D4-A159-632EEBA5F5DB

DEVELOPMENT AGREEMENT (Major Roadways South)

THIS **DEVELOPMENT AGREEMENT** (this “Agreement”), is made and entered into as of the 22 day of October, 2024 by and between the **TOWN OF BENNETT, COLORADO**, a municipal corporation of the State of Colorado (the “**Town**”), **MUEGGE FARMS METROPOLITAN DISTRICT NO. 3 and DISTRICT NO. 4**, each a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), **MGV INVESTMENTS, LLC**, a Colorado limited liability company (the “**Developer**”) and **MUEGGE FARMS, LLC** (“**Property Owner**”).

RECITALS

A. The District operates pursuant to the Amended and Restated Service Plan for Muegge Farms Metropolitan District Nos. 1-4, as approved by the Town’s Board of Trustees on March 24, 2020 (the “**Service Plan**”).

B. The District’s Service Area is defined in the Service Plan to include the District’s boundaries, the legal description of which is set forth on **Exhibit A**, attached hereto and incorporated herein by reference (the “**District Map**”), and the boundaries and inclusion area of Muegge Farms Metropolitan District Nos. 1, 2, 3, 4, 5, 6, 7 and 8, as set forth in the Service Plan (the “**Service Area**”).

C. In accordance with the District’s Service Plan, the District has the authority to construct certain roads, water, sanitary sewer, and other improvements for the benefit of taxpayers and service users within and without the District’s Service Area (the “**Project**”).

D. The Property Owner is the owner of certain real property described in Exhibit A (“the Property”) that is located within the Project.

E. The Developer intends to develop the Property.

F. The District and the Town have determined it would be in the mutual best interests of their taxpayers and service users if the District constructs, or causes to be constructed, major roadway and utility improvements that will serve the Project.

G. On November 10, 2021, District No. 3 issued its \$10,431,000 Limited Tax General Obligation Bonds, Series 2021A(3) (the “**District Bonds**”), of which the amount of \$9,953,930.72 was credited to the Project Fund for the construction and installation of public infrastructure (the “**Bond Proceeds**”).

H. In the Fall of 2024, Muegge Farms Metropolitan District No. 4 is preparing to issue an estimated \$6,197,000 Limited Tax General Obligation Bonds, Series 2024A and Subordinate Cash Flow Bonds, Series 2024B (the “**District Bonds**”), of which an estimated amount of \$4,115,828 will be credited to the Project Fund for the construction and installation of public infrastructure (the “**Bond Proceeds**”).

Docusign Envelope ID: 6572EB38-2CCA-40D4-A159-632EEBA5F5DB

I. A portion of the Bond Proceeds is available to finance the Public Improvements (defined below).

J. The Town and the District desire to enter into this Agreement to set forth the terms pursuant to which the District will design, construct, install, and finance the Public Improvements (defined below).

NOW, THEREFORE, in consideration of the foregoing, the Town and the District covenant and agree as follows:

1. **District Obligation.** The District shall be responsible for performance of the covenants set forth herein.

2. **Construction Deadline; Warranty; Acceptance of Public Improvements.**

(a) Construction Deadline. District shall at its sole expense construct and install, on or before October 31, 2025 all improvements required by this Agreement, which public improvements are set forth in Exhibit B, attached hereto and incorporated herein by reference (the “**Public Improvements**”):

i. The Public Improvements will be completed in two (2) phases, Phase 1 and Phase 2. Phase 1 will be associated with and adjacent to the development of Muegge Farms Filing No. 5, and Phase 2 will be associated with and adjacent to the development of future Muegge Farms Filing No. 6.

ii. The estimated cost to complete the Public Improvements is \$3,241,787.90, as set forth in Exhibit B, attached hereto and incorporated herein by reference (the “**Project Costs**”).

iii. All such Public Improvements shall be completed by such date and in full conformance with drawings, plans and specifications approved in writing by the Town, and in full conformity with the Town’s construction specifications applicable at the time of construction plan approval. Such approval shall continue in effect for one (1) year from the date of such approval.

iv. In the event that the District commences any construction after such one (1) year period, the District shall resubmit construction and project utility plans to the Town for reexamination. The Town may require the District to comply with the approved Town standards and specifications that are in effect at the time of resubmittal.

v. The District and the Town hereby contemplate that the Public Improvements will be constructed in multiple phases, such as stormwater drainage; sanitary sewer; potable water; non-potable water; concrete work; and asphalt

pavement (**each a “Phase” and collectively, the “Phases”**). The District will prepare and submit a phasing plan as set forth in **Exhibit D** to the Town Engineer for approval prior to construction of the Public Improvements. Changes to this phasing plan may be submitted for review and approval by the Town Engineer.

(b) Conditional Acceptance. No later than fourteen (14) days after the Public Improvements are completed, District shall request inspection of the same by the Town Engineer (“**Conditional Acceptance**”). The District’s request shall be accompanied by: (1) written certification by the District’s Engineer that the Public Improvements have been fully constructed and installed in substantial conformance with the Construction Documents, (2) an affidavit of the actual construction costs of the Public Improvements including verification reasonably satisfactory to the Town Engineer, (3) a signed affidavit that the Public Improvements have been paid for in full, and (4) lien waivers from the District’s general contractor and from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the Public Improvements. If District does not request this inspection within fourteen (14) days of completion of improvements, the Town may conduct the inspection without the approval of District.

i. District shall provide “as-built” drawings, in both hard copy and electronic file format acceptable to the Town Engineer within 7 days of requesting Conditional Acceptance.

ii. If District has not completed the Public Improvements on or before the completion date set forth in subsection (a), the Town may exercise its rights to secure performance as provided in Section 6 of this Agreement. If Public Improvements completed by District are satisfactory, the Town shall grant Conditional Acceptance, which shall be subject to Final Acceptance as set forth in subsection (d).

iii. If the Public Improvements completed by District are unsatisfactory, the Town shall provide written notice to District of the repairs, replacements, construction or other work required to receive Conditional Acceptance. District shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After District completes the repairs, replacements, construction, or other work required, District shall request the Town re-inspect the work to determine if Conditional Acceptance can be granted, and the Town shall provide written notice to District of the acceptability or unacceptability of such work prior to proceeding to complete any such work at District’s expense. If District does not complete the repairs, replacements, construction or other work required within thirty (30) days of said notice, the Town may exercise its rights to secure performance as provided in Section 6 of this Agreement. The Town reserves the right to schedule re-inspections, depending upon scope of deficiencies.

(c) Maintenance and Warranty of Improvements. For a period of at least two years from the date of Conditional Acceptance, until such time as the Town grants Final Acceptance, District shall warrant all Public Improvements and, at its own expense, take all

actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the Town, shall become necessary. If within thirty (30) days after District's receipt of written notice from the Town requesting such repairs or replacements, the District has not completed such repairs, the Town may exercise its rights to secure performance as provided in Section 6 of this Agreement. For any portion of the Public Improvements that is substantially repaired or replaced during the initial two-year warranty period, such two-year warranty period shall be restarted from the date of such substantial repair or replacement.

(d) Final Acceptance. At least thirty (30) days before two (2) years has elapsed from the issuance of Conditional Acceptance of the Public Improvements or the substantial repair or replacement of portions of the Public Improvements, or as soon thereafter as weather permits, District shall request a Final Acceptance inspection. The Town Engineer shall inspect the Improvements and shall notify the District in writing of all deficiencies and necessary repairs, if any. If there are no deficiencies, or after District has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town shall grant written Final Acceptance. If District does not correct all deficiencies and make repairs identified in said 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 6 of this Agreement.

3. Bond Proceeds to Finance the Public Improvements. The Parties acknowledge that the District has issued the District Bonds in District No. 3 and is preparing to issue the District Bonds in District No. 4, and that a portions of each of the Bond Proceeds are available and are intended to be used to finance the Public Improvements. The District hereby agrees to provide the following assurances to the Town regarding the financing of the Public Improvements:

(a) The District will cause the Project Costs plus an additional 15% of the Project Costs (the "**Warranty Security**," and together with the Project Costs, the "**Encumbered Funds**"), to be requisitioned from the Bond Proceeds.

(b) The District will deliver to the Town within fourteen (14) business days of execution of this Agreement: (1) a Certification by EMK Consultants, Inc. (the "**District Engineer**") as to the Project Costs; (2) a Certification by Marchetti & Weaver, LLC (the "**District Accountant**") that the District has sufficient Bond Proceeds on hand to pay the Encumbered Funds; and (3) a Resolution approved by the Board of Directors of the District that states that the District has budgeted, appropriated and encumbered the funds necessary to pay the Encumbered Funds (the "**Encumbrance Resolution**").

(c) Prior to the construction of Public Improvements in an applicable Phase, the District shall submit to the Town an improvement guarantee for all the Public Improvements related to such Phase (the "**Improvement Guarantee**"). The Improvement Guarantee hereunder shall be in the form of Encumbered Funds deposited with the Town or an escrow agent mutually agreed to by the Parties. The total amount of the Improvement Guarantee shall

be calculated as one hundred and fifteen percent (115%) of the total estimated cost including labor and materials of all Public Improvements to be constructed in the applicable Phase.

(d) Notwithstanding the provisions of Subsection 3(a) through (c), if the Town holds deposits sufficient to meet the Improvement Guarantee, the District shall not be required to also encumber the identical amount as Encumbered Funds.

(e) Prior to Conditional Acceptance of all of the Public Improvements, the District may request a reduction in the Improvement Guarantee for any portion of the Public Improvements that (i) have been completed and (ii) constitute a distinct system (i.e., water or sewer lines) or otherwise are reasonably ready to be placed into service independently, as determined by the Town. Such requests shall be made by written request from District to the Town, accompanied by the following information as it relates to the completed portion: (1) written certification by the District's Engineer that the portion of the Public Improvements have been fully constructed and installed in substantial conformance with the Construction Documents, (2) an affidavit of the actual construction costs of the portion of the Public Improvements including verification reasonably satisfactory to the Town Engineer, (3) a signed affidavit that the portion of the Public Improvements have been paid for in full, and (4) lien waivers from the District's general contractor and from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the portion of the Public Improvements. If such portion of the improvements are satisfactory, as determined by the Town, then the Town shall reduce the amount of the Improvement Guarantee by 100% of the value of such completed Public Improvements.

(f) In addition to the foregoing for the Public Improvements that constitute roadway improvements, the District may draw on the Encumbered Funds prior to Conditional Acceptance to pay for construction contracts, pay applications, invoices or other similar documents directly related to the Project Costs as provided herein. Each such draw shall be limited to a maximum of twenty-five percent (25%) of the Project Costs and may be made no more than four (4) times during the Project for a total of no more than 100% of the Project Costs. The District will submit a draw request to the Town Engineer supported by such documentation as the Town Engineer may reasonably require, including without limitation, a cost verification report from an independent engineer engaged by the District. The Town shall have twenty (20) business days to review a draw request. In no event shall the District be allowed to draw down the Warranty Security for the roadway improvements.

(g) Any reduction in the Improvement Guarantee pursuant to subsections (d) and (e) shall not constitute Conditional Acceptance of the Improvements required by this Agreement.

(h) In the event the Project Costs increase for an applicable Phase ("**Increased Costs**"), the District will report the Increased Costs to the Town within twenty-one (21) business days and cause such additional amount to be requisitioned from the Bond Proceeds and deposited with the Town to finance the Increased Costs.

(i) At the time of Conditional Acceptance of the Public Improvements, the Encumbered Funds may be reduced to the amount of the Warranty Security.

(j) At the time of Final Acceptance of the Public Improvements, any remaining Warranty Security may be released to the District for its use in any matter that complies with the documents applicable to the District's Bonds; provided, however, that no mechanics' liens or claims under Section 38-26-101 et seq., C.R.S. ("**Verified Claims**") have been filed with respect to the Public Improvements and the District is not otherwise in breach of this Agreement. If any mechanics' liens or Verified Claims have been filed with respect to the Public Improvements, the District or Town may use all or a portion of the Warranty Security up to the amount of such liens or Verified Claims to satisfy same.

(k) If District fails to have the Public Improvements finally accepted within two (2) years of the date of the issuance of Conditional Acceptance or any improvements are found not to conform to this Agreement, or to applicable Town standards and specifications, then District shall be in default of the Agreement and the Town may exercise its rights under Section 6 of this Agreement.

(l) In addition to any other remedies it may have, the Town may, at any time prior to Final Acceptance, draw on Encumbered Funds deposited pursuant to this Agreement if District fails to extend or replace any such Encumbered Funds. If the Town draws on the Encumbered Funds to correct deficiencies and complete improvements, any portion of said Encumbered Funds not utilized in correcting the deficiencies and/or completing improvements shall be returned to District within thirty (30) days after Final Acceptance. In the event that the cost of improvements and construction is reasonably determined by the Town Engineer to be greater than the amount of the Encumbered Funds, then the Town shall furnish written notice to the District of the condition, along with supporting documentation, and within thirty (30) days of receipt of such notice the District shall augment the Encumbered Funds as necessary to bring the security into compliance with the requirements of this Section 3. If such the Encumbered Funds are not submitted or maintained, then District is in default of this Agreement and is subject to the provisions of Section 6 of this Agreement, as well as the suspension of development activities by the Town including, but not limited to, the issuance of building permits and certificates of occupancy within the District; provided, however, that no additional 30-day notice to cure under Section 6 is required prior to the suspension of the issuance of building permits and certificates of occupancy.

4. Construction of Improvements.

(a) Rights-of-way, Easements and Permits. Before the Town may approve construction plans for the Public Improvements herein agreed upon, the District or Developer shall acquire, at their own expense, a construction license or easement from Muegge Farms, LLC (the "**Property Owner**"). Upon the Town's Final Acceptance of the Public Improvements, the Property Owner will convey to the Town the real property, rights-of-way and Public Improvements (the "**Conveyance**"), as applicable, that the Town is anticipated to

own pursuant to the plat or other land use entitlements. The District and Developer shall cooperate with the Town in securing the Property Owner's cooperation regarding the Conveyance. The Conveyance shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed in form and substance acceptable to the Town. Any conveyance or title documents reasonably required by the Town with respect to the Conveyance shall be at the District's or Developer's expense.

(b) Utility Coordination and Installation. In addition to the Public Improvements, District shall also be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone and utilities ("**Dry Utilities**") directly related to the Public Improvements. The Developer or third-party homebuilders ("**Homebuilders**") shall be responsible for coordination of and payment for installation of Dry Utilities that are not directly related to the Public Improvements. All utilities shall be placed underground to the extent required by the Town Code.

(c) Street Improvements. For the purposes of this Agreement, "street improvements" shall be defined to include, where applicable, but not limited to, all improvements within the right-of-way such as bridges, sub-base preparation, road base, asphalt, concrete, curb and gutter, medians, entryways, underground utilities, sidewalks, bicycle paths, traffic signs, street name signs, landscaping and drainage improvements. Street improvements other than curbs, gutters, walks 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-approved plans, specifications, and the Schedule of Improvements attached as **Exhibit B**.

(d) Street Signs, Traffic Signs and Striping. The District will install, at District's expense, striping, street name signs, stop signs, speed limit signs and other signs on local, collector and arterial streets. Signs and striping shall be installed in a manner reasonably approved by the Town and in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.

(e) Landscape Improvements. The Parties acknowledge that, as of the date of this Agreement, the construction plans for the Public Improvements do not include landscaping improvements, and that the plans for landscaping improvements are anticipated to be further clarified at the time of the Town's approval of Final Development Plans (each, an "**FDP**") or final plats (each, a "**Plat**") for other locations within the Project, including without limitation: future residential development (the Plat(s) for Muegge Farms Filing Nos. 5 and 6); (collectively, the "**Future Developments**"). The Parties anticipate that subdivision agreements other than this Agreement will apply to the landscaping improvements upon the Town's approval of the FDPs or Plats applicable to the Future Developments.

(f) Drainage Improvements. Drainage improvements shall be constructed by District and, at the minimum, in accordance with plans and specifications approved by the

Town and in accordance with the minimum requirements for storm drainage facilities as have been established by the Town. All storm drainage facilities shall be so designed and constructed by the District as to protect downstream and adjacent properties against injury and adequately serve the Property. No overlot grading shall be initiated by Developer, Homebuilders or the District until the Town issues written approval of utility plans.

1. Except as allowed by the Town Engineer by explicit written exemption, stormwater drainage improvements shall be completed and granted Conditional Acceptance by the Town prior to the issuance of any building permits within the District. Completion of the improvements shall include the certification by a licensed professional engineer that the drainage facilities which serve the development have been constructed in conformance with said approved plans. Any deviation from the approved plans shall be the responsibility of the District to correct. Said certification shall be submitted to the Town at least two (2) weeks prior to the date of issuance for any subsequent building permit in the District.

2. Any changes from the approved plans with respect to grade elevation or storm drainage facility configuration that occur as a result of the construction of structures and/or other development of lots, whether by the District or other parties, shall require the approval of the Town. The Town may withhold the issuance of building permits and certificates of occupancy for properties served by the District until the Town has approved such changes as being acceptable for the safe and efficient delivery of storm drainage water.

3. Documentation of the conveyance of the major storm water infrastructure to the District ownership and maintenance must be completed and provided to the Town prior to requesting CA. Major stormwater infrastructure must be held by the District and may not be conveyed, assigned, or otherwise transferred without Town review and approval. Ownership and maintenance (O&M) agreement subject to Town review and approval prior to conveyance.

(g) Street Lights. The Parties acknowledge that, as of the date of this Agreement, the construction plans for the Public Improvements do not include street light installation, and that the plans for street lights are anticipated to be further clarified at the time of the Town's approval of FDPs or Plats for the Future Developments. The Parties anticipate that subdivision agreements other than this Agreement will apply to street lights upon the Town's approval of the FDPs or Plats applicable to the Future Developments.

(h) Trash, Debris, Mud. District agrees that during construction of the Public Improvements, District shall take any and all steps necessary to control trash, debris and wind or water erosion. If the Town determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, District agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by Town. If District does not abate said nuisance or if an emergency situation 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 District at District's expense. District also 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 District does not abate such mud or debris, or if an emergency exists, Town may abate the same at District's expense.

(i) Limitation of Construction Hours. The operation of construction equipment shall be prohibited between the hours of 7:00 p.m. and 7:00 a.m. and on Sundays. The Town Administrator may, upon written application and for good cause, alter the hours of operation for a defined period of time.

(j) As-Built Drawings. The District shall provide the Town Engineer with certified Record Plan hard copies, and PDF scans, as well as AutoCAD.dwg or ESRI GIS electronic files upon completion of the construction of Public Improvements and other documents as required by the Town. These documents shall show "as-built" locations of such improvements.

(k) Construction Site Security. Subdivider assumes responsibility for site security. Site security shall include but not be limited to adequate lighting, fencing, surveillance, and other measures to protect the site against theft and vandalism and to prevent public entry into the site. The Subdivider agrees to indemnify the Town against any claims related in any manner to the lack of adequate site security or any injuries alleged to have been suffered on the site.

5. Testing and Inspection.

(a) Testing. District shall employ, at its own expense, a licensed and registered testing company, previously approved by the Town in writing, which approval shall not be unreasonably withheld, to perform all testing of materials or construction that may be reasonably required by the Town, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results and all supporting data to the Town Engineer on a timely basis for Town review and approval prior to commencement or continuation of construction to which the testing is applicable. In addition, at all times during said construction the Town shall have access to and the right but not the obligation, to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the approved plans and the Town's construction regulations, and all materials and work not conforming to such regulations, plans and specifications shall be repaired or removed and replaced at District's expense so as to conform to such regulations, plans and specifications. The Town shall be present to inspect the pressure leakage testing of potable water lines conducted by the District, and the District shall employ, at the District's expense, a testing laboratory acceptable to the

Town to conduct bacteriological tests of the potable water lines after the District has disinfected said lines according to the Town's construction regulations. The District shall be responsible for, and shall promptly pay upon receipt of invoice therefor, all actual costs incurred by the Town for engineering, planning, inspection, testing, and legal services related to the Public Improvements to be constructed under this Agreement or to the administration of this Agreement.

(b) Inspection. All work shown on the approved Public Improvement plans shall be subject to inspection by the Town. Inspection by the Town shall not relieve the District from compliance with the approved plans and specifications or the Town's construction regulations. Inspection services requiring the presence of Town staff 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 forty-eight (48) hours in advance with the Town. Requests for inspection services beyond the hours listed above, shall be submitted in writing a minimum of forty-eight (48) hours in advance to the Town for approval. If the request is denied, the work shall not proceed after the time requested until an inspection has been performed during the hours listed above.

6. Breach of Agreement.

Breach by the District. In the event that the District should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within sixty (60) days of written notice of breach of the District by the Town, unless the Town in writing and in its sole discretion designates a longer cure period, then the Town may exercise any one or more of the following rights and remedies:

(a) upon the expiration of such cure period, draw upon the Encumbered Funds, for the Town to complete or cause to be completed any or all of the Public Improvements;

(b) restrict or revoke the issuance of any building permits, certificates of occupancy or other approvals or permits within the District;

(c) if the Town so chooses, complete the required Public Improvements with funds other than the Encumbered Funds, in which event the Encumbered Funds shall be used to reimburse the Town within sixty (60) days after receipt of written demand and supporting documentation from the Town; or

(d) pursue any other remedy at law or in equity which may be appropriate under municipal, state or federal law, including but not limited to an action for specific performance.

(e) All costs incurred by the Town, including, but not limited to, administrative costs, court costs, engineering fees, and reasonable attorney fees, in pursuit of any remedies due to the breach by the District shall be the responsibility of the District.

(f) All of the foregoing rights and remedies of the Town shall be cumulative, and the Town may exercise any one or all of such rights and remedies without prejudice to any other right or remedy available to the Town. If the Town determines in its sole discretion that an emergency exists, such that the improvement must be completed in less than seven (7) days, the Town may immediately draw upon the Encumbered Funds to complete the Public Improvements; in such event, the Town shall use its best efforts to notify District at the earliest practical date and time.

Breach by Town. In the event that the Town should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice ("Default Notice") of breach by the District to the Town or such longer period as the District agrees to in writing, and if such non-compliance is not cured within such thirty (30) day period, or the Town has not commenced such cure within such thirty-day period and thereafter diligently pursued the same to completion within a reasonable time thereafter agreed to by the District in writing, the Town shall be in "Default". In the event the Town is in Default, then District's remedies are limited to specific performance of this Agreement and shall not include any claim for damages or other monetary relief from the Town.

7. Recording of Agreement. The Town shall record this Agreement at District's expense in the office of the Clerk and Recorder, County of Adams, State of Colorado, and the Town shall retain the recorded Agreement.

8. Binding Effect of Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

9. Assignment, Delegation and Notice. District shall provide to the Town for approval written notice for assignment or delegation of the obligations hereunder. District and successor shall, until written approval by the Town Board of Trustees of the proposed transfer of title and assignment or delegation of obligations, be jointly and severally liable for the obligations of District under this Agreement.

10. 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 which are contained herein.

11. Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by overnight courier or United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses set forth above, or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure.

Docusign Envelope ID: 6572EB38-2CCA-40D4-A159-632EEBA5F5DB

Notices shall be effective upon personal delivery or the date of deposit with an overnight courier or in the United States mail in compliance with this paragraph.

12. Title and Authority. District warrants to the Town that it is authorized under the Service Plan to perform the Project, and that it has full power and authority to enter into this Agreement.

13. Applicable Law; Venue; Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. Venue for any action related to this Agreement shall be in the district courts of Adams County. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

14. Indemnity. To the extent permitted by law, District and Developer agree to indemnify and hold harmless the Town and its officers, agents, and employees from and against all liability, claims, damages, losses, and expenses, including but not limited to, attorney fees arising out of, resulting from, or in any way connected with this Agreement or the right and obligations of the District hereunder.

15. Agreement Status After Completion. Upon completion of the Public Improvements and inspection approval thereof by the Town, and provided that no litigation or claim is pending relating to this Agreement, this Agreement shall no longer be in effect.

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

[SIGNATURE PAGES FOLLOW]

Docusign Envelope ID: 6572EB38-2CCA-40D4-A159-632EEBA5F5DB

[SIGNATURE PAGE 1 TO DEVELOPMENT AGREEMENT (Major Roadway South)]

TOWN:

TOWN OF BENNETT, COLORADO, a
municipal corporation of the State of Colorado

By: Whitney Oakley
Mayor

Attest:

Taylor Houlberg
Town Clerk

DISTRICT:

MUEGGE FARMS METROPOLITAN
DISTRICT NO. 3 and NO. 4, each a quasi-
municipal corporation and political subdivision
of the State of Colorado

By: Jim Marshall

Attest:

Kurt Schlegel
Secretary

Docusign Envelope ID: 6572EB38-2CCA-40D4-A159-632EEBA5F5DB

[SIGNATURE PAGE 2 TO DEVELOPMENT AGREEMENT (Major Roadway South)]

DEVELOPER:

MGV INVESTMENTS, LLC, a Colorado limited liability company

By: _____

Its: _____

STATE OF COLORADO)

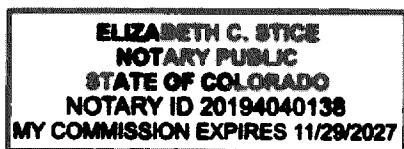
COUNTY OF ARAPAHOE)

) ss.

The foregoing instrument was acknowledged before me this 1 day of NOVEMBER, 2024, by JOHN VITELLA, as MANAGER of MGV Investments, LLC.

Witness my hand and official seal.

My commission expires: 11/29/2027



Elizabeth C. Stice
Notary Public

Docusign Envelope ID: 6572EB38-2CCA-40D4-A159-632EEBA5F5DB

[SIGNATURE PAGE 3 TO DEVELOPMENT AGREEMENT (Major Roadway South)]

PROPERTY OWNER:

MUEGGE FARMS, LLC, a Colorado limited
liability company

By:  Daniel Watts

Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

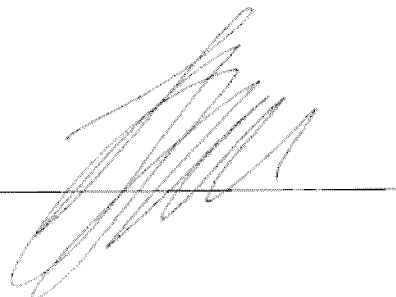
The foregoing instrument was acknowledged before me this 30th day of October,
2024, by DANIEL WATTS, as MANAGER of Muegge Farms, LLC.

Witness my hand and official seal.

My commission expires: 03-17-2026

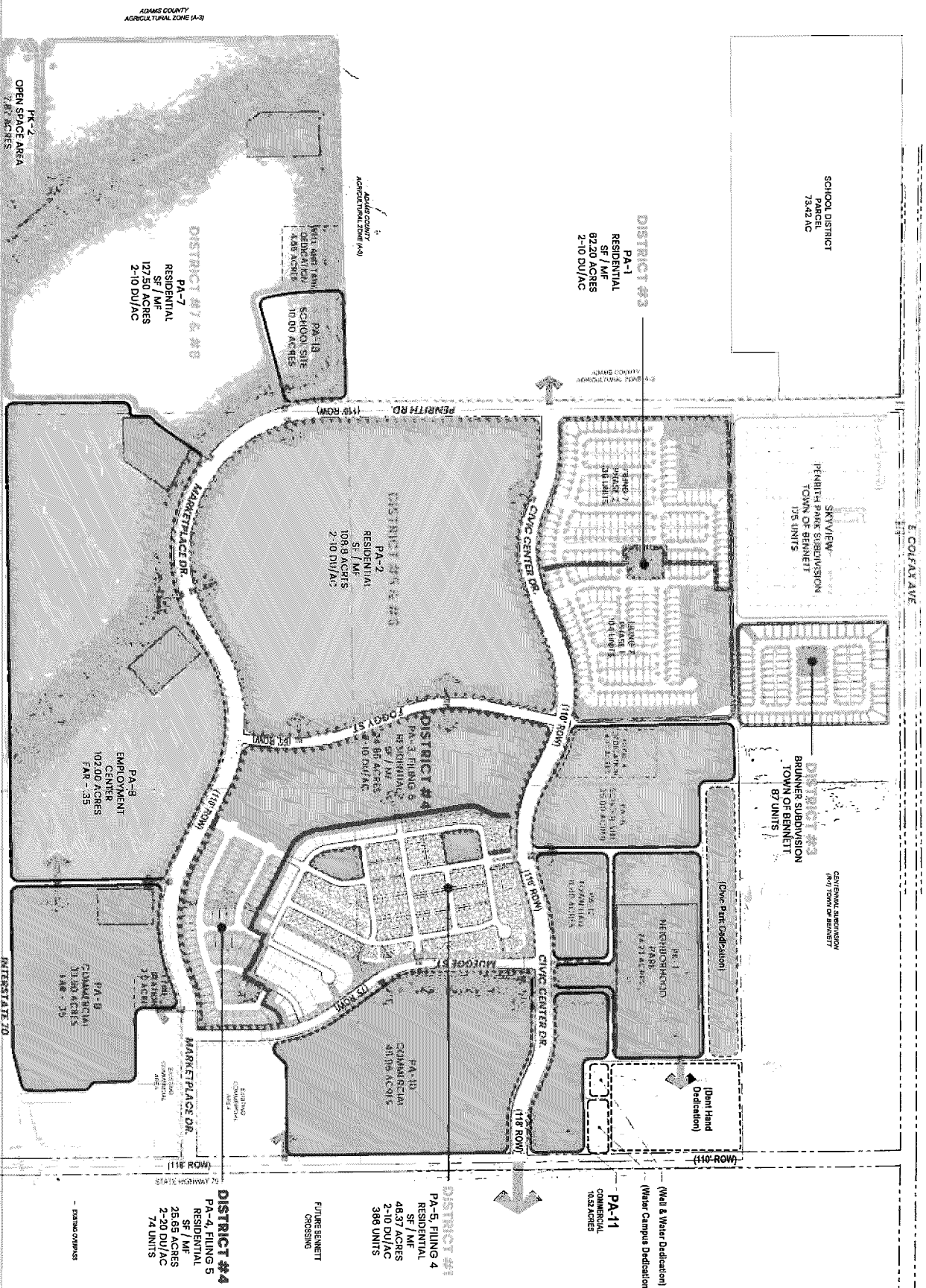
LESLEY J HAYTER
Notary Public
State of Colorado
Notary ID # 20104009562
My Commission Expires 03-17-2026

Notary Public



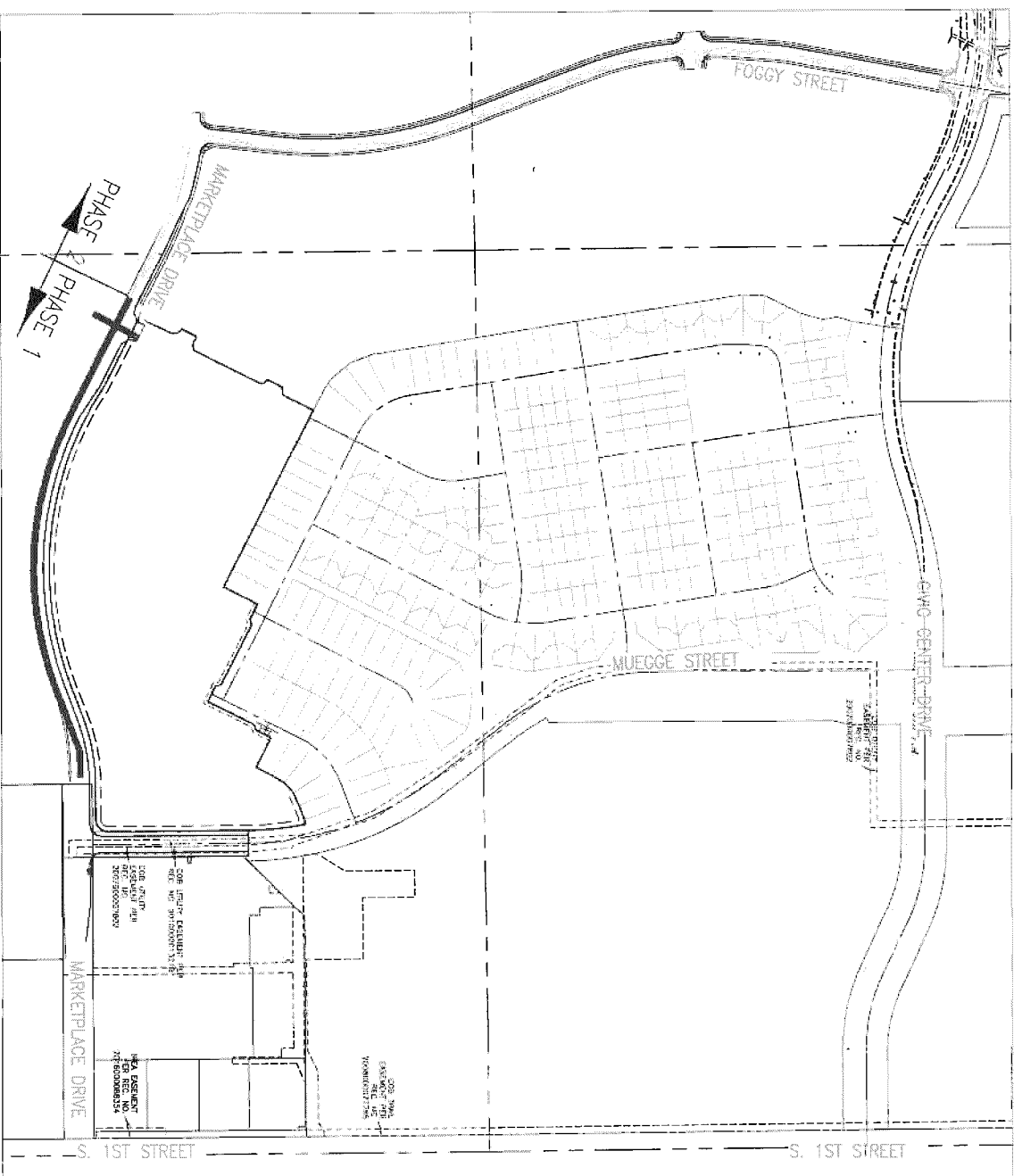
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EXHIBIT A
District Map



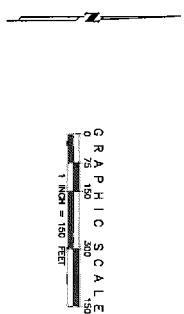
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EXHIBIT B
Schedule of Improvements and Estimated Costs

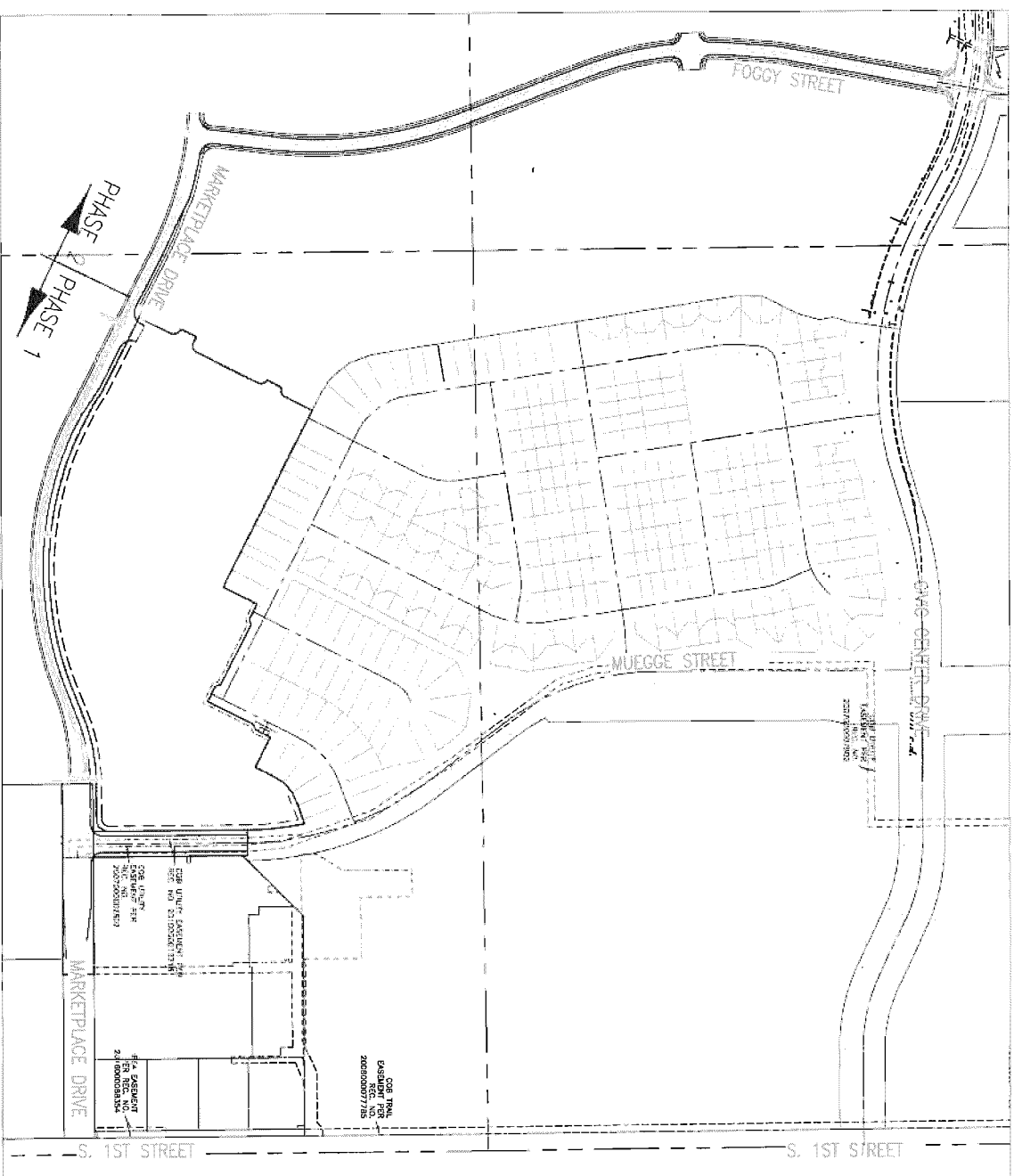
PHASING PLAN
WATER EXHIBIT

PHASE 1

PHASE 2

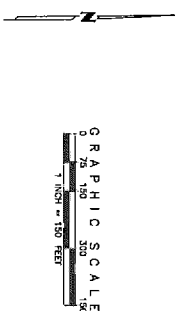


NON-POTABLE WATER EXHIBIT

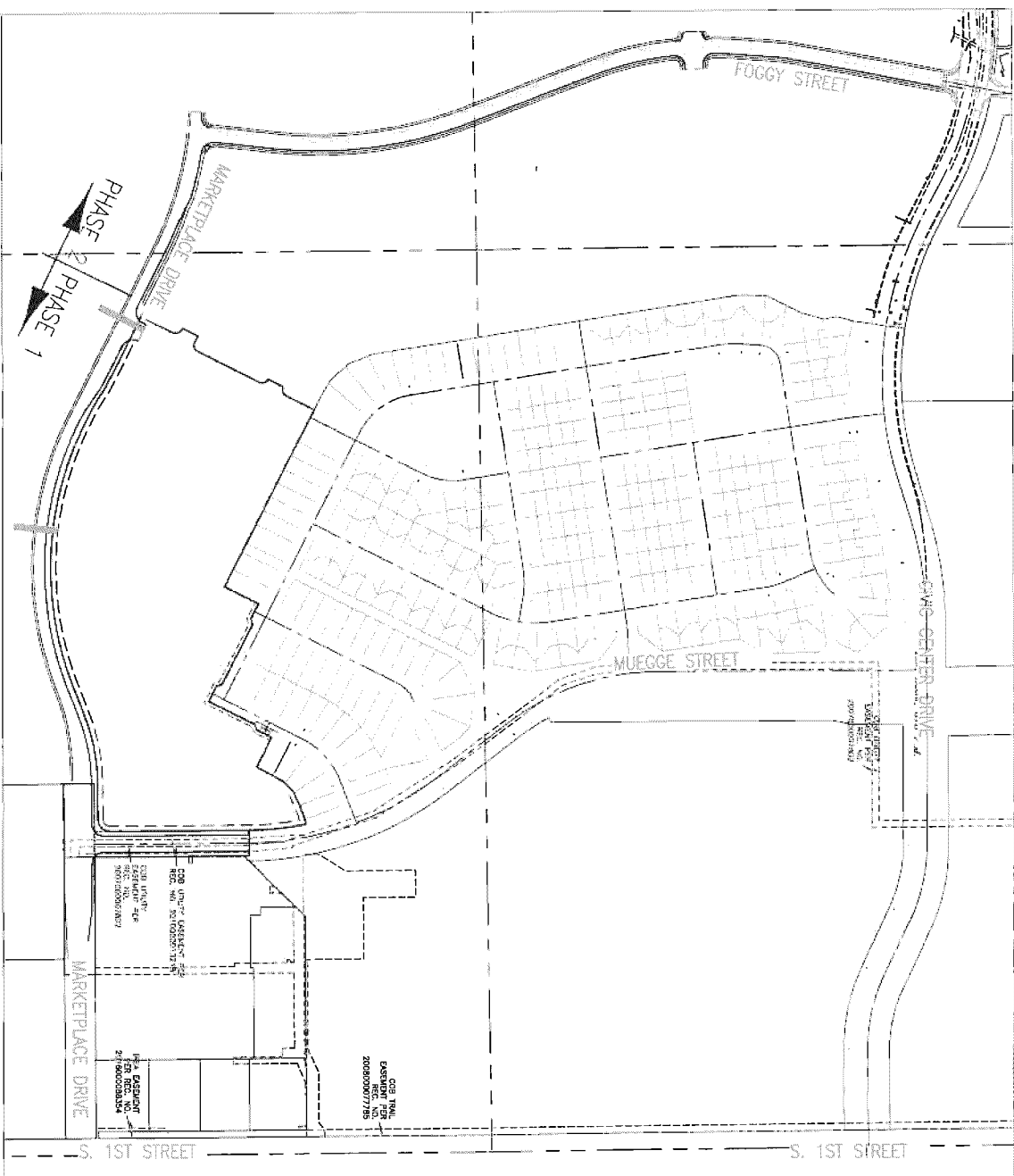


PHASE 1

PHASE 2

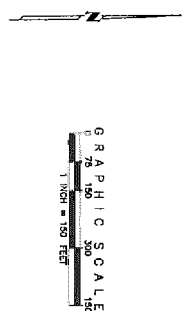


MUEGGE FARMS MAJOR ROADS SOUTH
PHASING PLAN
SANITARY SEWER EXHIBIT

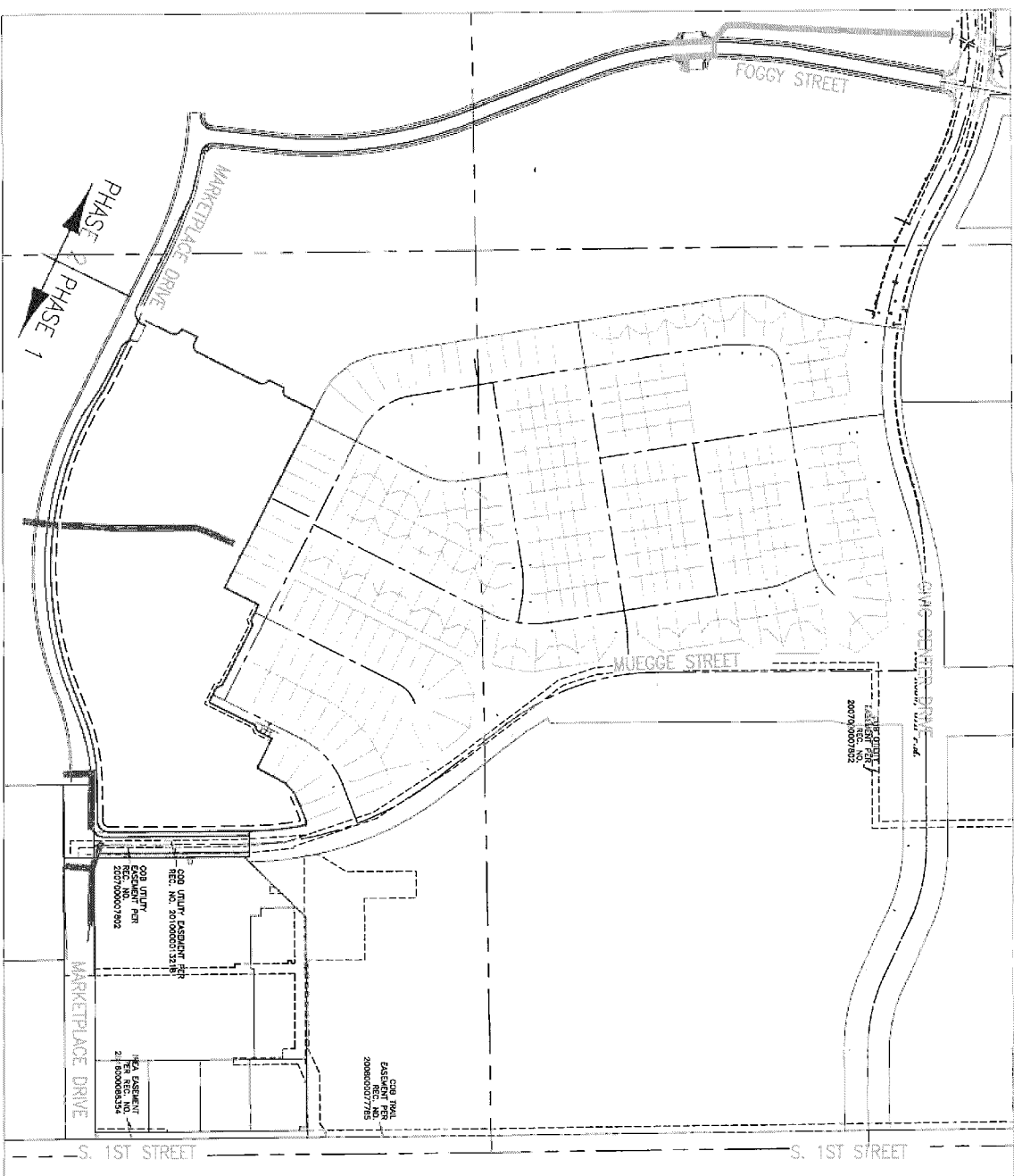


PHASE 1

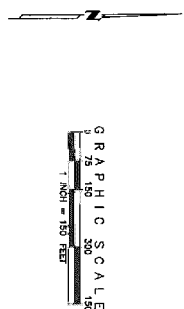
PHASE 2



MUEGGE FARMS MAJOR ROADS SOUTH
PHASING PLAN
STORM SEWER EXHIBIT

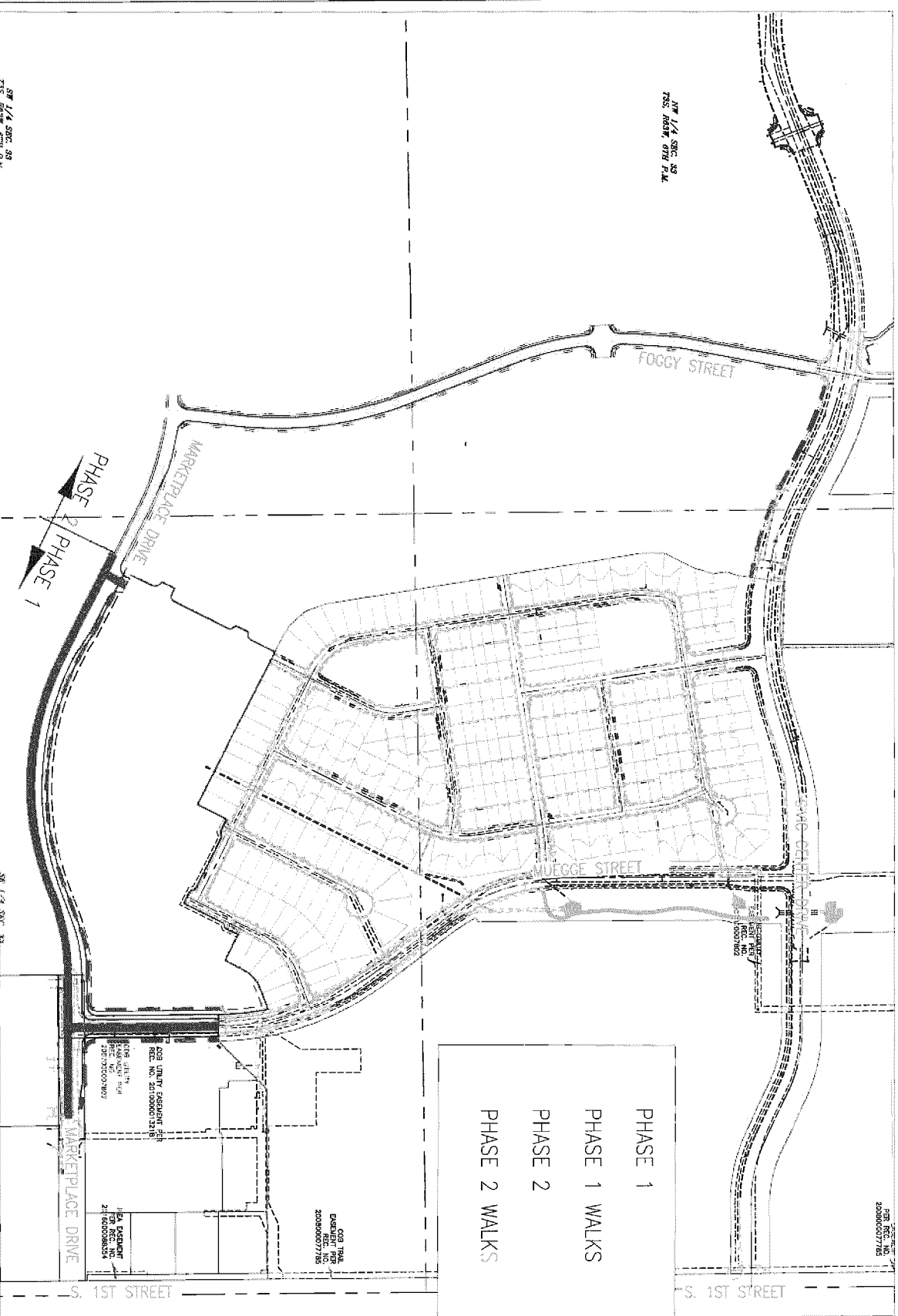


PHASE 1
PHASE 2



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MUEGGE FARMS MAJOR ROADS SOUTH PHASING PLAN ROADWAY EXHIBIT



SW 1/4 SEC. 33
T3S. 36N. 07W. P. 1A

NW 1/4 SEC. 33
T3S. 36N. 07W. P. 1A

SW 1/4 SEC. 33
T3S. 36N. 07W. P. 1A

DATE: 10/04/2024

Docusign Envelope ID: 6572EB38-2CCA-40D4-A159-632EEBA5F5DB

Engineers Opinion of Probable Cost
Muegge Farms - Major Roadways South Phase 1
EMK JOB NO. 13301.60

Sep 9, 2024

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
Earthwork					
1	Mobilization	1	LS	\$18,000.00	\$18,000.00
2	Earthwork	12,100	CY	\$3.20	\$38,720.00
				SUBTOTAL	\$56,720.00
Roadways					
1	6" Vertical C&G w/ 2' Pan and Subgrade Prep	2,780	LF	\$25.00	\$69,500.00
2	8' Attached Walk w/ Subgrade Prep	398	LF	\$32.00	\$12,736.00
3	8' Detached Walk w/ Subgrade Prep	2,297	LF	\$26.00	\$59,722.00
4	35' Curb Return w/ Ramp	2	EA	\$18,000.00	\$36,000.00
5	Full Depth Asphalt (6" Assumed)	12,288	SY	\$24.00	\$294,912.00
6	CDOT Class-6 Base Course (12" Assumed)	12,288	SY	\$13.30	\$163,430.40
7	Striping & Pavement Markings	1	LS	\$8,000.00	\$8,000.00
				SUBTOTAL	\$644,300.40
Drainage & Storm Water Improvements					
1	18" Class III RCP	345	LF	\$115.00	\$39,675.00
2	24" Class III RCP	315	LF	\$120.00	\$37,800.00
3	42" Class III RCP	106	LF	\$140.00	\$14,840.00
4	60"x38" HERCP	84	LF	\$200.00	\$16,800.00
5	42" FES w/ Conc. Cutoff Wall	2	EA	\$5,400.00	\$10,800.00
6	5' Type R Inlet	2	EA	\$7,410.00	\$14,820.00
7	10' Type R Inlet	1	EA	\$9,970.00	\$9,970.00
8	Type C Inlet	1	EA	\$8,800.00	\$8,800.00
9	10' Type R Junction box	1	EA	\$10,000.00	\$10,000.00
10	Connect to existing storm	2	EA	\$1,200.00	\$2,400.00
				SUBTOTAL	\$165,905.00
Sanitary Sewer System					
1	8" SDR 35 PVC	327	LF	\$22.00	\$7,194.00
2	8" Plug	5	EA	\$500.00	\$2,500.00
3	Connect to Existing Sanitary	1	EA	\$1,500.00	\$1,500.00
				SUBTOTAL	\$11,194.00

Docusign Envelope ID: 6572EB38-2CCA-40D4-A159-632EEBA5F5DB

Engineers Opinion of Probable Cost
Muegge Farms - Major Roadways South Phase 1
EMK JOB NO. 13301.60

Sep 9, 2024

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
Non-Potable Water System					
1	6" D.I.P.	51	LF	\$80.00	\$4,080.00
2	8" C900 Purple PVC	256	LF	\$90.00	\$23,040.00
3	12" C900 Purple PVC	1,497	LF	\$95.00	\$142,215.00
4	8" Gate Valve	4	EA	\$2,520.00	\$10,080.00
5	12" Gate Valve	4	EA	\$4,490.00	\$17,960.00
6	ARV w/ vault	1	EA	\$8,500.00	\$8,500.00
7	12" Bend	5	EA	\$1,100.00	\$5,500.00
8	8" Plug w/ 2" B.O. Assy	4	EA	\$3,500.00	\$14,000.00
9	12" Plug w/ 2" B.O. Assy	2	EA	\$5,000.00	\$10,000.00
10	12" Cross	1	EA	\$1,150.00	\$1,150.00
11	12"x8" Cross	1	EA	\$1,150.00	\$1,150.00
12	12"x8" Tee	2	EA	\$750.00	\$1,500.00
13	12"x6" Tee	1	EA	\$750.00	\$750.00
14	Black Flushing Fire Hydrant	3	EA	\$8,090.00	\$24,270.00
15	Remove Plug & Connect to Existing 8"	1	EA	\$1,200.00	\$1,200.00
SUBTOTAL					\$261,315.00

Water Distribution System

1	8" PVC Pipe	295	LF	\$90.00	\$26,550.00
2	8" Gate Valve	2	EA	\$2,520.00	\$5,040.00
3	8" Plug w/ 2" B.O. Assy.	4	EA	\$3,500.00	\$14,000.00
4	12" PVC Pipe	1,489	LF	\$95.00	\$141,455.00
5	ARV w/ vault	1	EA	\$8,500.00	\$8,500.00
6	12" Gate Valve	7	EA	\$4,490.00	\$31,430.00
7	12" Bend	7	EA	\$1,100.00	\$7,700.00
8	12"x8" Cross	1	EA	\$1,150.00	\$1,150.00
9	12"x8" Tee	2	EA	\$1,100.00	\$2,200.00
10	12" Tee	0	EA	\$750.00	\$0.00
11	12" Plug w/ 2" B.O. Assy.	1	EA	\$5,000.00	\$5,000.00
12	Fire Hydrant Assembly	4	EA	\$8,090.00	\$32,360.00
13	Relocate Hydrant Assembly	1	EA	\$1,200.00	\$1,200.00
14	6" D.I.P.	126	LF	\$85.00	\$10,710.00
					\$287,295.00

GRAND TOTAL

\$1,426,729.40

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Docusign Envelope ID: 6572EB38-2CCA-40D4-A159-632EEBA5F5DB

Engineers Opinion of Probable Cost
Muegge Farms - Major Roadways South Phase 2
EMK JOB NO. 13301.60

Sep 9, 2024

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
Earthwork					
1	Mobilization	1	LS	\$18,000.00	\$18,000.00
2	Earthwork	7,300	CY	\$3.20	\$23,360.00
				SUBTOTAL	\$41,360.00
Roadways					
1	6" Vertical C&G w/ 2' Pan and Subgrade Prep	5,083	LF	\$25.00	\$127,075.00
2	8' Detached Walk w/ Subgrade Prep	4,828	LF	\$26.00	\$125,528.00
3	30' Curb Return w/ Ramp	4	EA	\$15,000.00	\$60,000.00
4	35' Curb Return w/ Ramp	2	EA	\$18,000.00	\$36,000.00
5	Full Depth Asphalt (6" Assumed)	11,545	SY	\$24.00	\$277,080.00
6	CDOT Class-6 Base Course (12" Assumed)	11,545	SY	\$13.30	\$153,548.50
7	Stop Sign w/ Street Identification	3	EA	\$800.00	\$2,400.00
8	Striping & Pavement Markings	1	LS	\$8,000.00	\$8,000.00
				SUBTOTAL	\$789,631.50
Drainage & Storm Water Improvements					
1	18" Class III RCP	9	LF	\$115.00	\$1,035.00
2	24" Class III RCP	170	LF	\$120.00	\$20,400.00
3	42" Class III RCP	127	LF	\$140.00	\$17,780.00
4	60"x38" HERCP FES	1	EA	\$4,500.00	\$4,500.00
5	42" Plug	1	EA	\$500.00	\$500.00
6	7' Flat Top Manhole	1	EA	\$1,000.00	\$1,000.00
7	5' Flat Top Manhole	1	EA	\$6,200.00	\$6,200.00
8	5' Type R Inlet	1	EA	\$7,410.00	\$7,410.00
9	10' Type R Inlet	3	EA	\$9,970.00	\$29,910.00
10	Modified 10' Type R Inlet	1	EA	\$11,000.00	\$11,000.00
				SUBTOTAL	\$99,735.00
Sanitary Sewer System					
1	8" SDR 35 PVC	79	LF	\$22.00	\$1,738.00
2	15" SDR 35 PVC	2,322	LF	\$42.00	\$97,524.00
3	4' Manhole	13	EA	\$4,700.00	\$61,100.00
4	8" Plug	1	EA	\$500.00	\$500.00
5	15" Plug	1	EA	\$500.00	\$500.00
				SUBTOTAL	\$161,362.00

Docusign Envelope ID: 6572EB38-2CCA-40D4-A159-632EEBA5F5DB

Engineers Opinion of Probable Cost
Muegge Farms - Major Roadways South Phase 2
EMK JOB NO. 13301.60

Sep 9, 2024

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
Non-Potable Water System					
1	8" C900 Purple PVC	36	LF	\$90.00	\$3,240.00
2	12" C900 Purple PVC	2,903	LF	\$95.00	\$275,785.00
3	6" D.I.P.	23	LF	\$80.00	\$1,840.00
4	4" C900 PURPLE PVC.	12	LF	\$70.00	\$840.00
5	4" Gate Valve	1	EA	\$2,300.00	\$2,300.00
6	6" Gate Valve	1	EA	\$2,400.00	\$2,400.00
7	12" Gate Valve	7	EA	\$4,490.00	\$31,430.00
8	ARV w/ vault	1	EA	\$8,500.00	\$8,500.00
9	12" Bend	2	EA	\$1,100.00	\$2,200.00
10	8" Plug w/ 2" B.O. Assy	1	EA	\$3,500.00	\$3,500.00
11	12" Plug w/ 2" B.O. Assy	1	EA	\$5,000.00	\$5,000.00
12	12"x8" Tee	1	EA	\$750.00	\$750.00
13	12"x6" Tee	1	EA	\$750.00	\$750.00
14	12"x4" Tee	1	EA	\$750.00	\$750.00
15	8" Tee	2	EA	\$900.00	\$1,800.00
16	Black Flushing Fire Hydrant	1	EA	\$8,090.00	\$8,090.00
SUBTOTAL					\$349,175.00

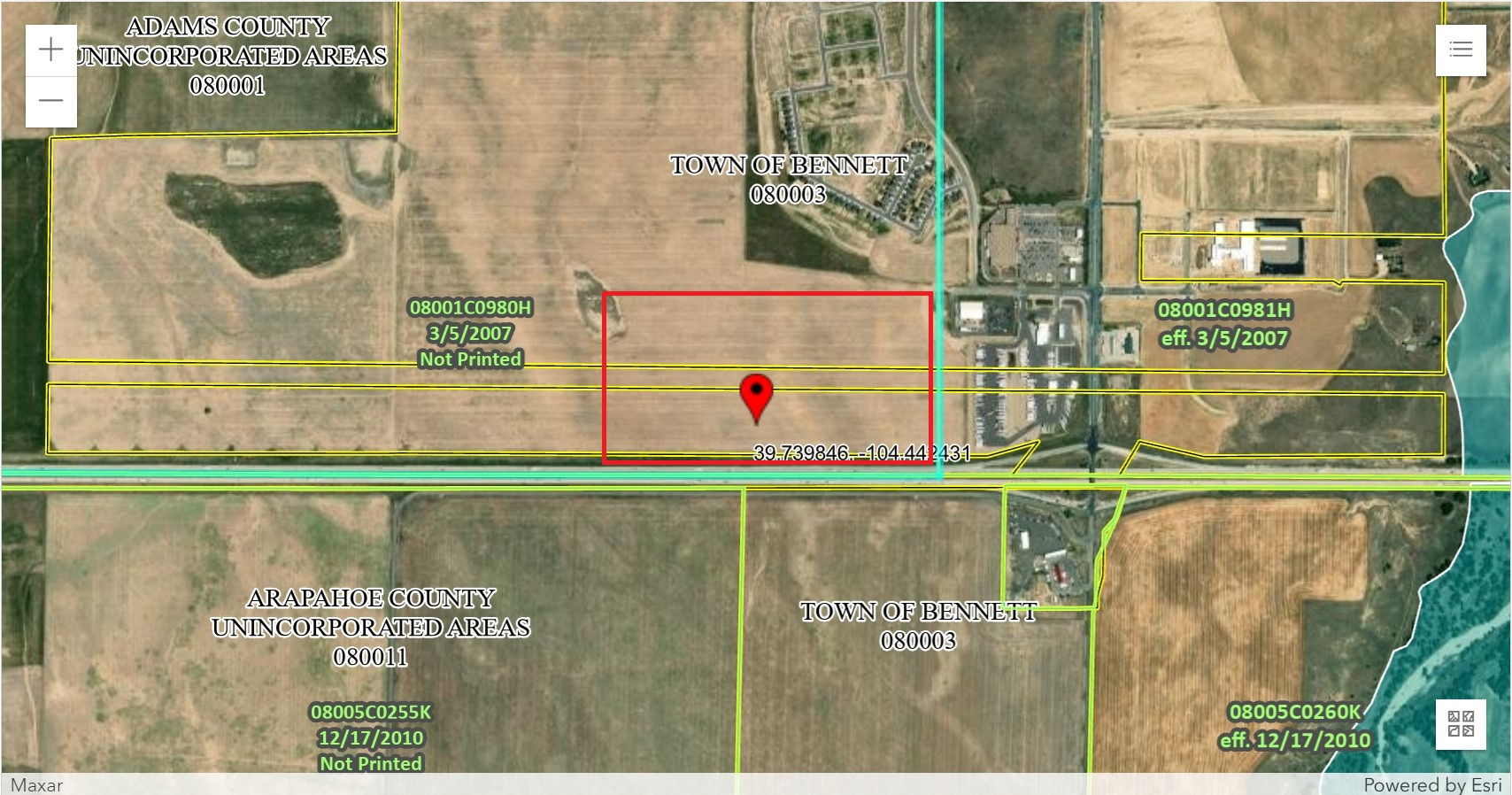
Water Distribution System

1	8" PVC Pipe	57	LF	\$90.00	\$5,130.00
2	8" Plug w/ 2" B.O. Assy.	1	EA	\$3,500.00	\$3,500.00
3	12" PVC Pipe	2,836	LF	\$95.00	\$269,420.00
4	ARV w/ vault	1	EA	\$8,500.00	\$8,500.00
5	12" Gate Valve	7	EA	\$4,490.00	\$31,430.00
6	12" Bend	2	EA	\$1,100.00	\$2,200.00
7	12" Tee	8	EA	\$750.00	\$6,000.00
8	Remove 12" Plug & Connect to Existing	4	EA	\$1,200.00	\$4,800.00
9	Fire Hydrant Assembly	4	EA	\$8,090.00	\$32,360.00
10	6" D.I.P.	123	LF	\$85.00	\$10,455.00
					\$373,795.00

GRAND TOTAL

\$1,815,058.50

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



- PIN**
- Approximate location based on user input and does not represent an authoritative property location
- MAP PANELS**
- Selected FloodMap Boundary
 - Digital Data Available
 - No Digital Data Available
 - Unmapped
- OTHER AREAS**
- NO SCREEN Area of Minimal Flood Hazard Zone X
 - Effective LOMRs
 - Area of Undetermined Flood Hazard Zone D
 - Otherwise Protected Area
 - Coastal Barrier Resource System Area

- SPECIAL FLOOD HAZARD AREAS**
- Without Base Flood Elevation (BFE) Zone A, V, A99
 - With BFE or Depth
 - Regulatory Floodway Zone AE, AO, AH, VE, AR
- OTHER AREAS OF FLOOD HAZARD**
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee. See Notes, Zone X
 - Area with Flood Risk due to Levee Zone D

- OTHER FEATURES**
- 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
 - 17.5
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
- GENERAL STRUCTURES**
- Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall



BASEMAPS ▾

-  TOPO
-  STREETS
-  SATELLITE
-  HYBRID
-  GRAY
-  OPEN STREET MAP
-  NAT'L MAP

MAP LAYERS ➤

ZOOM TO REGION ▾

Zoom to

Continental US ▾

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



Approximate area of Muegge Farms
Employment Center
102 acres

1: 18,056
39.744 | -104.451

LEGEND

Mapping Projects

Image Year

-  2020s
-  2010s
-  2000s
-  1990s
-  1980s
-  1970s
-  N/A

Active



Recent

-  2024
-  2025

SUPPORTING INFORMATION

Community Information

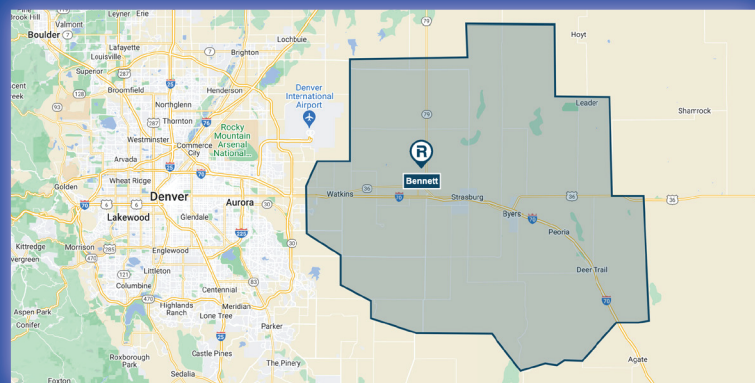
Distance to nearest emergency services	<p>Bennett-Watkins Fire District; Bennett Fire Station: 1.7 miles</p> <p>Arapahoe County Sheriff, Police: <1 mile; Strasburg Police Department (Adams County Sheriff), 6.4 miles</p> <p>UCHealth Anschutz, Hospital and Campus: ~25 miles A new AdventHealth hospital is being built in Aurora Highlands, which is ~24 miles from the site</p>
Community Profiles	<p>Provided: Bennett_Profile 2025.pdf</p> <p>Bennett Communities AC-REP</p>
Businesses in the Community	<p>I-70 Corridor Chamber of Commerce - Directory</p> <p><u>Hotels / Motels:</u> Comfort Inn and Suites, 1097 Cedar St, Bennett, CO 80102 720.716.3388</p> <p><u>Restaurants:</u> High Plains Diner, 100 Bennett Avenue, Unit 2, Bennett, CO 80102 303.644.5055 Primo Bistro, 250 E Colfax Avenue, Bennett, CO 80102 303.644.3110 Happy Burrito, 695 Palmer Avenue, Bennett, CO 80102 303.644.3900 Bennett Asian Café, 200 S 1st Street, Bennett, CO 80102 719.297.1971</p> <p><u>Multiple Chains including:</u> Subway, McDonalds, Sonic, Carl's Jr., Taco Bell, Domino's, Chesters Chicken, Peet's Coffee, Ziggi's Coffee</p> <p><u>Legal Services:</u> Multiple legal services available in the Denver Metro Area, ~25 miles to the East of Bennett</p> <p><u>Corporate Banking:</u> SouthState Bank, 101 W Centennial Drive, Bennett, CO 80102, 303.622.2554 F&M (Farmers and Merchants) Bank, 1077 Cedar Street, Bennett, CO 80102, 303.644.3622 FNB Bank, 1076 S 1st Street, Bennett, CO 80102, 303.644.5100</p>

WHY BENNETT



The Town of Bennett is a rapidly growing community that is focused on providing businesses with room to grow and a conducive environment to thrive. Our niche is providing businesses with access to a large regional trade area, affordable development, sound infrastructure and supportive local government officials. The Town's recently proven market has put us in a position for a carefully planned community that attracts strong retail development. Our recruitment plan is anchored on building partnerships with businesses, workforce, community leaders, development experts and investors.

Primary Retail Trade Area • Retail Market Profile



Population

2020	22,282
2024	24,672
2029	30,912

Income

Average HH	\$126,478
Median HH	\$108,130
Per Capita	\$42,549

Located in the Eastern Plains of Colorado right next to the Colorado Front Range, Bennett has the unique opportunity of providing access to ample undeveloped land and utility capacity to complement the access to markets and employees that our location in the Denver Metro Area offers. Our large retail trade area spans a population of over 25,000 people. Contact the Town of Bennett to learn how you can get direct access to all that Bennett has to offer to grow your business.

Available Workforce

With over 1,000 newly platted lots, the Town's residential development is a booming industry that promises a bright future for increased local workforce. With our rapidly growing population, the need for retailers continues to rise, opening up the endless opportunities for developers and investors alike.

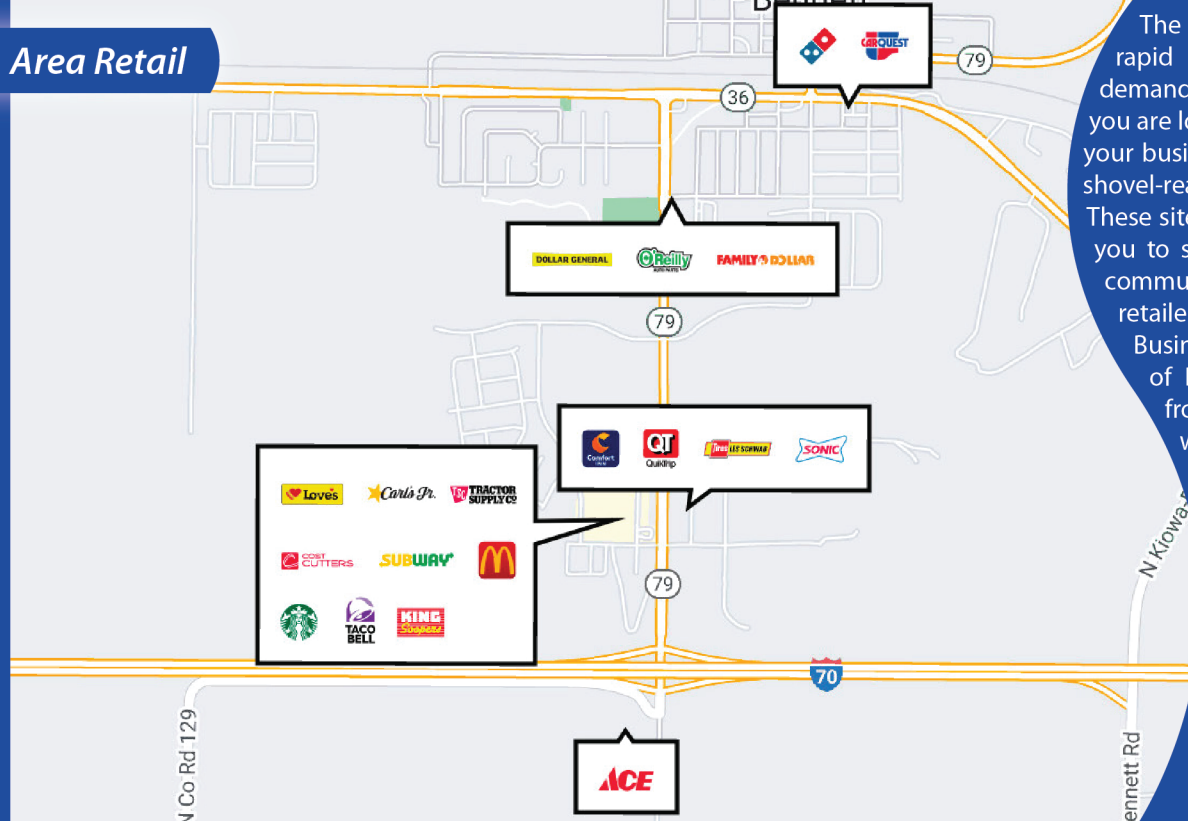


Small Town Large Consumer Market

Because of our location on the eastern edge of the Denver metropolitan region, local retail establishments draw from a large consumer base west of town (Denver/Aurora) and a solid base east along the I-70 Corridor, as well as the rural communities to the north and south. For many on the eastern plains of Colorado, The Town of Bennett is the most convenient place to shop for food, fuel, financial service, hardware, lumber and farm supplies. Bennett's location to the interstate system means that it is also located within a large labor shed – there are over 1.7 million potential employees within an easy hour drive to our community.



Area Retail



The Town of Bennett is experiencing rapid growth in population, and the demand for retail expansion is immense. If you are looking for the perfect location for your business, look no further than our 21 shovel-ready commercial-zoned sites! These sites are fully serviced and ready for you to start building your business. Our community comes together to embrace retailers and help new businesses thrive. Businesses of all sizes have the support of Bennett residents, and residents from surrounding communities who rely on the Town for shopping, dining and entertainment. Whether you are ready to get your new business up and running, or you need room to grow and expand your established business, consider Bennett, Colorado. We offer a retail environment that connects the best of both worlds - small town charm and a large consumer market.

Smart About Our Future

Bennett is committed to responsible planned development, economic vitality, a program for public improvements, and improving the quality of life for its residents. Recently the Town Board of Trustees approved over 700 acres of land to be annexed into the Town as well as several active residential and commercial projects. In the next five years, the Town anticipates the construction of over 2,500 residential homes. The Town is planning for future growth and development through its innovative Capital Asset Inventory Master Plan (CAIMP). In recent years, the town has completed \$28 million of capital construction and improvements. In addition to the public infrastructure and services provided by the Town, public services and utilities including fire rescue, electric, gas and telecommunications are provided by our partners.



Connect With Us

Rachel Summers – Deputy Town Manager

303-644-3249 ext. 1008
rsummers@bennett.co.us

Brenda Kroh - Management Analyst

303-644-3249 ext. 1036
bkroh@bennett.co.us

Dawanta Parks – Economic Development Manager

303-644-3249 ext. 1003
dparks@bennett.co.us

bennettco.gov





welcome neighbors.

Obtaining a Permit

How to Obtain a Permit:

1. Access the portal at: <https://twb-bennett-co.smartgovcommunity.com/Public/Home>
2. Select **'Sign Up'** in the upper right corner or **'Log In'** if an account has already been created.
3. Go to **'My Portal' > 'Apply Online'**. If picking up an application that was already started, select **'My Portal' > 'My Applications'** and select the correct application.
4. Select the type and subtype of permit application needed. Provide the site address for the project.
5. Click through each section of the application and provide the required information. Each section will indicate 'Done' and a check mark when the required information has been provided. Any section marked 'Not Complete' with a red encircled 'i' still requires information or an uploaded document to complete the section.
6. Once the application is completed, select **'Submit Application'** at the bottom of the screen. *Note that the application will not be received by the Building Department unless the required sections are filled and the Submit Application action is completed.*
7. Monitor the status of the application and provide additional information or any plan review fees as required and communicated by the Building Department. Additional fees will become payable as the application is reviewed and approved.
8. Once the permit is issued, obtain the permit and inspection cards from the Building Department to be available on the project site. Follow any direction for plans that must be printed and on the work site as well.

- (a) The EC District is intended to provide for a concentration of commercial and industrial land uses near major interchanges along the I-70 highway corridor. Employment centers serve as a location for nonresidential, commercial and industrial land uses, inclusive of large-scale warehousing, manufacturing, outdoor storage, distribution and trans-loading facilities.
- (b) Land uses are permitted as shown in the Land Use Table in [Section 16-2-470](#).
- (c) Lot and building requirements shall be as shown in Table 2-9.

Table 2.9
Employment Center District Standards

EXPAND

Standard	EC - Employment Center District
Minimum Lot Area	None
Maximum Lot Coverage	75%
Maximum Floor Area Ratio	.5
Minimum Front Yard Setback (Principal Structure)	50 feet
Minimum Front Yard Setback (Accessory Structure)	50 feet
Minimum Side Yard Setback (Principal Structure)	25 feet
Minimum Side Yard Setback (Accessory Structure)	10 feet
Minimum Rear Yard Setback (Principal Structure)	25 feet
Minimum Rear Yard Setback (Accessory Structure)	10 feet
Maximum Height (Principal Structure)	75 feet
Maximum Height (Accessory Structure)	30 feet

Incentive Information

Local and State Incentives	Incentives Economic Development AC-REP Economic Incentives Colorado Grants OEDIT Enterprise Zone Tax Credits are applicable at this site and in the Town of Bennett: Enterprise Zone Program Colorado Office of Economic Development and International Trade
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September 25, 2025

Town of Bennett
207 Muegge Way
Bennett, CO 80102

Dear Prospective Business,

Welcome Neighbors!

The Town of Bennett is excited to share our support for the Muegge Farms property included in the CORE Electric Cooperative Verified Site program. Having this property verified is an important step for our community, and we're eager to see how it can create new opportunities for commercial and industrial development. We believe this program will help attract new investment, create jobs, and strengthen our local economy—benefiting both your business and our community.

Our economic development team is here to make your journey as easy and successful as possible. From exploring development opportunities to guiding projects through local regulations, we're committed to helping you every step of the way.

Bennett is a pro-business community that thrives on collaboration and connection. We look forward to working together to turn possibilities into projects and to welcome you as part of our growing community.

With excitement,
Rachel Summers

