

BY AUTHORITY

ORDINANCE NO. **3406**COUNCILLOR'S BILL NO. **11**

SERIES OF 2008

INTRODUCED BY COUNCILLORS
Dittman - Major

**A BILL
FOR AN ORDINANCE DESIGNATING LOTS 5 AND 14A OF THE DUDLEY C.
SHOENBERG MEMORIAL FARM AS A LOCAL HISTORIC LANDMARK**

Section 1. The City Council finds that Lots 5 and 14A of the Dudley C. Shoenberg Memorial Farm (Shoenberg Farm) are historically significant and qualify for designation as a Westminster historic landmark based on the following criteria in W.M.C. section 11-13-5:

1. The resources are 60 to 97 years old.
2. Shoenberg Farm is historically significant for its association to the National Jewish Hospital for Consumptives (NJH) and its role in the treatment of tubercular patients in the twentieth century. It is believed to be the last, intact farm in the Denver area associated with the twentieth-century sanatorium movement.
3. Due to its association with early Colorado settlers and 20th Century dairy and egg production in the Denver metropolitan area, Shoenberg Farm exemplifies the cultural, political, economic and social heritage of the local and regional community.
4. Shoenberg Farm represents an association with the work of a notable person, Louis D. Shoenberg Beaumont, a founder of the May Department Store chain and international philanthropist. Shoenberg Farm may be the earliest extant example of Mr. Shoenberg's philanthropy.
5. Shoenberg Farm represents an association with the work of a notable dairy and egg farmer, Jacob J. Tepper, who was responsible for innovation and regional growth of these industries.
6. Shoenberg Farm represents an association with the contributions of early Jewish settlers to the development of health care and the dairy and egg industries in Colorado, including the founding of National Jewish Hospital, the entrepreneurial efforts of Louis Shoenberg, and the farming and production innovations of the Tepper operation.
7. Standing at a prominent location at the southwest corner of West 73rd Avenue and Sheridan Boulevard, Shoenberg Farm is an established and familiar visual feature of the community.
8. Each building exemplifies specific elements of an architectural style of the period in which it was built.
9. The Dairy Barn suffered extensive damage early in the 20th Century and underwent significant historic remodel prior to 1947;
10. The Milk & Ice House was expanded in the 1940s, roughly doubling its size, resulting in an addition that has historic significance.

Section 2: The City Council further finds that:

1. The Westminster Historic Landmark Board has nominated Shoenberg Farm to be designated as a historic landmark and passed its resolution 2008-002 recommending that the City Council designate Lots 5 and 14A of the Shoenberg Farm as a local historic landmark.
2. Westminster Municipal Code, section 11-13-6 requires landowner consent before the owner's land may be designated as a local historic landmark.
3. The City of Westminster is working in collaboration with the owners of Shoenberg Farm on transactions that may result in the City acquiring portions of Shoenberg Farm and causing the historic Farm structures to be rehabilitated and preserved for public purposes, including public education and interpretation.

NOW, THEREFORE, the City Council of the City of Westminster ordains that:

1. Lots 5 and 14A of the Shoenberg Farm are hereby designated as a local historic landmark pursuant to Section 11-13-5 of the Westminster Municipal Code.
2. Description of architectural features:

1911 Brick Superintendent's Residence.

The one-and-a-half story, red-brick dwelling is a Bungalow-style popular in Colorado between 1900 and 1930. Its main characteristics include a gently pitched roof with a front gable, overhanging eaves with exposed rafter ends, a broad porch supported with thick brick columns, and simple horizontal lines. The almost square plan has a front-gable composition roof with vertical, board and batten in the gable face. Two symmetrical pairs of windows are in both the front and rear gable ends. One pair is immediately on either side of the bracketed gable. The roof has deep overhangs, plain verge board in gable end and exposed rafter ends on the side elevations. The building has a pair of exterior chimneys on the north and south elevations. It has a symmetrical façade with a full, shed-roof porch with thick brick columns. The porch roof has open ends, a deep overhang with exposed rafters, and composition shingles. The raised porch is partially opened with a decorative, wood-slat balustrade and a decorative, wood-slat skirt under the porch. The front façade features two non-historic 1/1 aluminum windows and aluminum storm windows. The non-historic main entry door is wood panel with an aluminum and glass storm door. In the early-to-mid 1970s, the north windows were replaced with glass block windows. One of the north windows retains its rusticated stone sill. The rest of the windows were replaced with 1/1 aluminum windows which echo the 1/1 style of the original windows. At the west end of the north elevation, the original inset, rear porch was enclosed with a vertical wood panel and the original brick column is visible. On the west or rear elevation, a circa 1990 wood-frame porch with a hip composition roof has been added. The entrance to the full concrete basement has a glaze and wood panel door with a wood frame screen door. The only window on this elevation is actually the original door. The brick stoop has been removed, the door partially bricked (non-original) and a 1/1 aluminum window with brick sill and wood lintel installed. The south elevation has four non-historic 1/1 aluminum windows with wood lintel and rusticated stone sills. A small pair of non-historic 1/1 aluminum windows with rusticated stone sills are located near the front of the house. The basement has two small windows on the north and south elevations located at ground level.

1911 Brick Garage

The one-and-a-half story garage is also built in a Bungalow style and is similar to the Superintendent's Residence, using red brick, vertical board and batten frame, and a gently pitched roof line. As part of the approvals for the adjacent commercial development, the developer received permission to move the garage by rotating it ninety degrees and moving it about fifty feet to the east, placing it five feet from the north wall of the Superintendent's Residence. This relocation was a negotiated alternative to the owner's proposed demolition of the garage and other structures. The directions and orientation in this description are for the post-relocation garage position. Historically, the first level was used for vehicle storage and

the second story was a residential apartment. The first story is masonry and the second story exterior walls are vertical, board and batten construction. The composition roof has a front gable, deep overhang, plain verge board, and brackets. There are two dormers, one on the north and one on the south elevation. The south elevation has a gable with bracketed overhang over a horizontal, slider window with wood surround. The north dormer has a shed roof with deep overhang over a paneled door with aluminum storm door to the second-level apartment. There are metal stairs with railing that lead to the second level. The other windows on this level are 3/3. The windows in the south and east elevations at the garage level are twelve-light, fixed-pane and one is boarded over. The foundation is concrete. The garage door is a non-historic multi-paneled, overhead door on the west elevation.

1911 Brick Milk & Ice House

The one-story, rectangular plan is built in the style of the late 19th and early 20th Century American Movements. It has a front-gable composition roof with a louvered, cupola-ridge ventilator. The gable ends have a deep overhang with very broad, bracketed ends, and wood exterior faces. The exterior walls are red brick. The west elevation has a panel entry door with a transom light, a twelve-light fixed-pane window, and a 2/2 sash window with wood frame. The south elevation has two 2/2 sash windows with wood frames and a smaller, paned window with wire grating attached to wood frame. The east elevation of the main building has a 2/2 sash window with wood frame. All of the windows have brick sills. There are three, paneled-entry doors on the east elevation: one to the coal-fired boiler room, one to the refrigeration cooler room, and a third to the refrigeration compressor. The building has a concrete foundation. In the early to mid-1940s, an addition was made to the original building, expanding the plant to the north and west side to accommodate a bottle-washing room and a room for pasteurization vats. The addition has a gabled, composition roof with deep overhang similar to the main section of the building. The exterior bricks of the addition match the main section of the building. The windows are twelve-light fixed pane and a single 2/1 sash. All have brick sills. A set of glaze & panel doors are on the east elevation of the addition, as well as a twelve-light fixed pane window. A concrete sidewalk runs along the side of the building. A second entry door, a panel door with transom light, is on the north elevation. The interior ceiling of this section of the building is barrel-curved with all wall and ceiling surfaces tiled for easy cleaning.

1911 Brick Pump House

The pump house is a one-story, subterranean building with a rectangular plan, front-gable, composition roof, and concrete foundation. The gable ends are wood shingle with a simple verge board overhang. The exterior walls are red brick similar to the house, garage, and milk & ice house. A wood-panel cellar door opens onto concrete steps to the panel-entry door of the pump house. Above-ground windows are six-light, fixed-panel with wood surrounds. The pump house has a water storage tank and historic electrical generating equipment.

1911 Brick Dairy Barn

The one-and-a-half story, red brick barn has a concrete foundation and metal, gambrel roof with two pairs of gabled dormers on the east and west elevations. The dormers feature doors to the loft area and have metal ends. There are four round-pipe, ridge ventilators to allow heat to escape from the fodder storage area. The main entry to the barn is on the south elevation through a new oversize, overhead metal door. It is centrally located with a pair of 2/2 sash, wood-surround windows on the first level. On the second story, there is a large horizontal-sliding door with a pair of four-light windows in the peak. The west elevation features four panel doors (all have segmented arches with radiating voussoirs); two oversize livestock doors, a single-entry door, and a Dutch door. There are seven windows that are at 2/2 sash with wood surrounds and brick sills. On the north elevation, there are three livestock panel doors that at one time led to a corral area. The east elevation features ten windows with brick sills that include 2/2 sash, narrow 2/2 sash, and one nine-light that has thick wood muntins and a segmental arch with radiating voussoirs. There is also a panel door with segmental arch and radiating voussoirs that opened toward the milk house allowing easy access to the building east of the barn.

1911 Wooden Stave Silo

The tongue-in-groove, vertical wooden staves of this silo are held in place by iron bands and turnbuckles. It has a wood-shingle, conical roof with round ventilator on the peak. There is a concrete foundation and a ladder or wire steps enclosed by a wooden projection on the outside with several spaced openings. Remnants of red paint can be found on the exterior of the silo.

1950s Poured Concrete Silo

The poured concrete silo was formed of separately poured, stacked, concrete blocks. A ladder of metal rings is enclosed by a metal projection on the outside of the silo. Unloading is from the top. The silo has a concrete foundation and rounded metal ribbed roof.

3. The legal description and location of the property are:

Address or location: 7231 Sheridan Boulevard (fka 7255 and 7259 Sheridan Blvd)
Westminster CO 80030

Legal description: Lots 5 and 14A, Shoenberg Farm Commercial Center,
6th P.M., T.2 S., R.69 W, E ½ of SE ¼ of SE ¼ of Section 36, City of
Westminster, Jefferson County, Colorado

State of Colorado Resource No.: 5JF.4336

UTM coordinates: Zone 13 495424mE 4408487mN NAD 27:

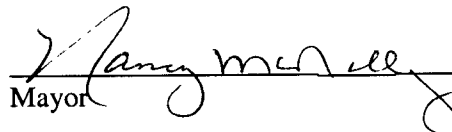
Section 3. The requirements of Section 11-3-6(A) have been satisfied as this property shall not be subject to Westminster Municipal Code Sections 11-13-9, 11-13-10, 11-13-11, and 11-13-12 until such time as the owner of the subject property provides written consent thereto or the City exercises its option to purchase the subject property.

Section 4. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

Section 5. This ordinance shall take effect upon its passage after second reading.

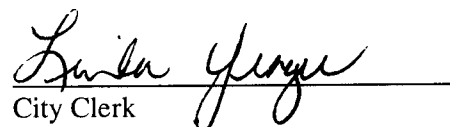
INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED
PUBLISHED this 17th day of March, 2008.

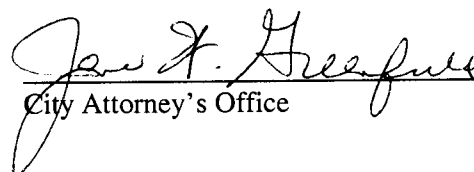
PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED
this 31st day of March, 2008.


Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:


City Clerk


City Attorney's Office



STATE HISTORICAL FUND
Grants for Historic Preservation

Appendix B

August 1, 2008

Ms. Vicky Bunsen
Community Development Programs Coordinator
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031

Dear Ms. Bunsen:

The Colorado Historical Society has completed its review of grant applications (>\$35,000) submitted to the State Historical Fund for the April 1, 2008 deadline. We are pleased to announce that a grant of \$300,000 has been awarded to your project for the exterior restoration and rehabilitation of the Shoenberg Farm - Dairy Barn.

I have enclosed our most recent State Historical Fund (SHF) Grants Packet, including a business card for the historic preservation specialist assigned to your project. Please note that this letter is neither a contract nor an authorization to begin work. Grant contracts staff will contact you within the next few weeks to negotiate and execute a contract; this may include clarifications to your proposed scope of work and budget to meet SHF policies and procedures. Work cannot begin until a contract has been fully executed. After executing the contract you should discuss the project with your assigned historic preservation specialist before beginning work. For your convenience, I am returning the extra copies of your application and copies of the reviewer score sheets.

As a condition of the receipt of this grant, City of Westminster and the property owner (if different from grant recipient) will be required to convey a perpetual easement to an appropriate easement-holding organization. If there is an existing easement on the property, it will require updating. The Colorado Historical Foundation is one such organization, and they can be reached by calling Lane Ittelson, Executive Director, at (303) 894-2503. In the Denver Metro area, Historic Denver, Inc. is also willing to accept perpetual easements. Their easement program administrator can be reached by calling (303) 534-5288. The cost of preparing and recording this easement, or updating an existing easement, will be paid by the State Historical Fund, in addition to the amount of this grant. In order to acknowledge this condition the City of Westminster and the property owner must sign a copy of this letter and return it to our offices within 60 days, or your grant award may be rescinded.

If your project requires any approval by a federal or state agency, a federal or state agency license, or is receiving any type of federal or state agency funding, please contact the Colorado Historical Society's intergovernmental services director, Dan Corson at (303) 866-2673 to determine if any consultation is needed pursuant to the State Register Act or Section 106 of the National Historic Preservation Act.

If you don't already have an active email address you are required to obtain one and monitor it regularly for grant management purposes. Please notify SHF contracts staff (shfcontracts@chs.state.co.us, include ref. # provided below) of any changes to your email address from the information provided on the application Organizational Summary.

Congratulations on receiving the State Historical Fund award. We look forward to getting your project under contract and on its way to successful completion. If you have any questions about the grant award, please do not hesitate to contact our office at (303) 866-2825.

Sincerely,

Mark Wolfe
Director

City of Westminster

8/25/08
Date

Property Owner

Date

X:\Document\10144029.doc
Ref: 09-01-021
Funded

Encl: State Historical Fund Grants Packet

A Grants Program of the

COLORADO HISTORICAL SOCIETY

COLORADO HISTORICAL FOUNDATION

DEED OF

CONSERVATION EASEMENT

FOR THE PROPERTY KNOWN AS:

SHOENBERG FARM

also known as DUDLEY C. SHOENBERG MEMORIAL FARM

Granted by:

CITY OF WESTMINSTER, COLORADO,
A HOME RULE CITY

to

THE COLORADO HISTORICAL FOUNDATION,
A NONPROFIT COLORADO CORPORATION

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:
John E. Moye, Esq.
Moye White LLP
16 Market Square, 6th Floor
1400 16th Street
Denver, Colorado 80202-1486

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Schedule of Exhibits

Exhibit A Legal Description of Property

Exhibit B Photographs of Buildings

Exhibit C Site Plan

Exhibit D Permitted Encumbrances

Exhibit E Existing Mortgages/Subordination Agreements

Exhibit F Permitted Alterations

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THIS DEED OF CONSERVATION EASEMENT (the "Easement"), made as of December 18, 2010, by and between the CITY OF WESTMINSTER, a Colorado home rule city, Grantor, and the COLORADO HISTORICAL FOUNDATION, a nonprofit Colorado corporation, of P.O. Box 40910, Denver, Colorado 80204, Grantee;

RECITALS:

A. The Grantee, a non-profit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code, is a qualified organization for purposes of Section 170(h)(3) of the Internal Revenue Code, as further defined by Internal Revenue Service Regulation §1.170A-14(c), and was created at least two years prior to the date of this Easement;

B. The Grantee is authorized to accept easements to protect property significant in Colorado history, architecture, and culture;

C. The Grantor is the owner in fee simple of certain real property sometimes known as Shoenberg Farm (also known as Dudley C. Shoenberg Memorial Farm) (the "*Property*"), said Property presently including seven structures (the "*Buildings*"); the Property is more particularly described below;

D. Intentionally Deleted.

E. The Property has been designated for preservation by the City of Westminster under Ordinance No. 2008-3406, dated March 31, 2008.

F. The Grantor and Grantee recognize the historical, architectural, cultural, and aesthetic value and significance of the Property, and have a common purpose of conserving and preserving the value and significance of the Property;

G. The grant of this Easement and the acceptance of this Easement will assist in preserving and maintaining the historical, architectural, cultural, and aesthetic value and significance of the Property;

H. To that end, Grantor desires to grant to Grantee, and Grantee desires to accept this Easement on the Property, pursuant to Article 30.5 of Title 38, Colorado Revised Statutes (the "*Act*").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. GRANT OF EASEMENT.

1.1. Grant. Grantor does hereby irrevocably grant and convey unto Grantee a conservation easement in gross, to have and to hold in perpetuity (which easement is more particularly described below), to constitute a binding servitude upon the Property and the exterior surfaces of the Buildings located thereon, owned by the Grantor, and more particularly described in Exhibit A attached hereto and incorporated by this reference.

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1.2. Photographs and Surveys. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Property (including the Buildings), and in order to document the exterior nature of the Buildings as of the date hereof, attached hereto as Exhibit B and incorporated herein by this reference is a set of photographs depicting the exterior surfaces of the Buildings and the surrounding property. Attached hereto as Exhibit C and incorporated herein by this reference is a site plan illustrating the boundaries of the Property and the location of the Buildings on the Property. It is stipulated by and between Grantor and Grantee that the external nature of the Buildings as shown in Exhibit B is deemed to be the external nature of the Buildings as of the date of this Easement and as of the date this Easement is first recorded in the real property records of Jefferson County, Colorado. The external nature of the Buildings as shown in Exhibit B is hereinafter referred to as the "*Present Facades*."

ARTICLE 2. AFFIRMATIVE COVENANTS.

Grantor covenants on behalf of itself, its successors and assigns, with Grantee, its successors and assigns, such covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do upon the Property each of the following covenants and stipulations, which contribute to the conservation purposes of this Easement in that they aid significantly in the preservation of the historic structures and surrounding land area, which contributes to the historical, architectural, and cultural integrity of the Buildings

2.1. Maintenance and Repair. Grantor shall at all times maintain the Buildings in a good and sound state of repair and shall maintain the Present Facades and the Buildings according to the "Standards," as defined in Section 3.2 below, so as to prevent deterioration of the Present Facades. Subject to the casualty provisions of Article 4 below, this obligation to maintain shall require replacement, rebuilding, repair and reconstruction according to the Standards whenever necessary to have the external nature of the Buildings at all times appear to be the same as the Present Facades.

2.2. Interior Maintenance. The Grantor shall maintain the interiors of the Buildings as is required to ensure the structural soundness and the safety of the Buildings, but Grantor is not obligated by this Section 2.2 to preserve or rehabilitate the interiors of the Buildings in accordance with the Standards.

2.3. Insurance. Grantor at its expense shall (i) keep the Property insured by an insurance company rated "A VII" or better by Best's and also acceptable to the Grantee, under a form of full replacement cost insurance policy against risk of physical damage to those aspects of the Property that are governed by this Easement in form and in such amount as may be required by Grantee; and (ii) carry and maintain comprehensive public liability insurance under a policy issued by an insurance company rated "A VII" or better by Best's and also acceptable to Grantee with coverage per person per occurrence of not less than \$1,000,000.00 combined single limit or such greater amount as may reasonably be required by Grantee from time to time. All insurance policies required to be obtained or maintained by Grantor shall name Grantee as an additional insured or a loss payee thereunder as applicable and provide for 60 days notice of cancellation by the insurer to Grantee. Grantor shall promptly provide certificates of insurance required by this Section 2.3 and all supplements or endorsements thereto to Grantee on a yearly basis or as such

insurance policies are entered into, renewed or amended. As of the effective date of this Easement, Grantor is in compliance with the provisions of this paragraph by participating in the Colorado Intergovernmental Risk Sharing Agency (CIRSA), which uses insurance companies that are not rated by Best's.

2.4. Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property. Grantee is hereby authorized -- but in no event required or expected -- to make or advance upon three days prior written notice to Grantor, any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charge, fine, imposition or lien asserted against the Property and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or assessment or into the validity of such tax, assessment, sale or forfeiture. Such payment, if made by Grantee, shall become a lien on the Property of the same priority as the item if not paid would have had and shall bear interest until paid by Grantor at 2 percentage points over the prime rate of interest from time to time charged by Wells Fargo Bank, N.A., or its successor. As of the effective date of this Easement, the Grantor is a tax-exempt municipal corporation.

2.5. Indemnification. To the extent permitted by law, Grantor shall indemnify, defend (if requested, with counsel selected by Grantee) and hold Grantee harmless for any claims, liability, costs, attorney's fees, fines, judgments, losses or expenses to Grantee or any officer, employee, agent or independent contractor of the Grantee resulting from actions or claims of any nature by third parties arising out of or in connection with the conveyance, possession, or exercise of rights under this Easement; any injury to or death of any person; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused solely by the gross negligence or willful misconduct of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

2.6. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

2.7. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of this Easement to potential new owners prior to sale closing, except for the conveyance of individual residential condominium units.

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2.8. Existing Liens. Except for those matters shown in Exhibit D hereto, Grantor warrants to Grantee that no lien or encumbrance exists on the Property as of the date hereof. Grantor shall immediately cause any lien or claim of lien that may hereafter come to exist against the Property which would have priority over any of the rights, title or interest hereunder of Grantee, to be subordinated to the rights, title and interest of Grantee, pursuant to Section 2.10 below.

2.9. Liens. Any lien on the Property created pursuant to any paragraph of this Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien.

2.10. Subordination of Mortgages. Grantor warrants that there are no mortgages, deeds of trust, or other liens on the Property as of the date of recording of this Easement except as shown in Exhibit E hereto. Grantor and Grantee agree that all mortgages, deeds of trust, or other liens (collectively, the "*Mortgages*") shall be subject and subordinate at all times to the rights of the Grantee to enforce this Easement. Grantor has provided a copy of the Easement to all holders of Mortgages as of the date of this Easement, and the agreement of each such holder of Mortgages to subordinate the Mortgage to the Easement in the form attached hereto as Exhibit E has been obtained by Grantor and provided to Grantee.

2.11. Plaques. Grantor agrees that the Grantee, its successors or assigns, may provide and maintain one or more plaques on the Property or Buildings giving notice of the history of the Property and the grant of this Easement, subject to Grantor's reasonable approval of the size and location of such plaques.

2.12. Notice to Other Persons. Restrictions, stipulations, and covenants contained in this Easement shall be inserted by Grantor (verbatim or by express reference to the Book, Page, and County of recording of this Easement) in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a sale or lease of a condominium unit. Concurrently with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of the same. With respect to individual residential condominium units, the requirements of this paragraph shall be deemed to be satisfied at such time as (1) Grantor forms or causes to be formed a condominium or cooperative association as described in Section 3.10, and (2) such association shall have adopted and recorded a condominium declaration or declaration of protective covenants disclosing and requiring compliance with the terms of this Easement.

2.13. Recording. Grantee, its successors or assigns, will do and perform at its cost all acts necessary to the prompt recording of this Easement among the land records of Jefferson County, Colorado.

2.14. Proof of Compliance. Upon written request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor contained herein.

ARTICLE 3. NEGATIVE COVENANTS.

3.1. No Demolition. The Buildings shall not be demolished, removed or razed except as provided in Paragraph 4.4.

3.2. No Construction. Without the express written permission of the Grantee, signed by a duly authorized representative thereof, no construction, alteration, or remodeling or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect either the Present Facades or increase or decrease the height of the Buildings, including without limitation anything which would alter the external appearance of the Buildings as depicted in Exhibit B or which would adversely affect the structural soundness of the Buildings or anything which would encroach on the open land area on the Property adjacent to and surrounding the Buildings; provided, however, that:

a. Reconstruction. The reconstruction, repair, or refinishing of the Present Facades, damage to which has resulted from casualty loss, deterioration, or wear and tear, shall be permitted provided that such reconstruction, repair, or refinishing is performed according to the Standards for Historic Preservation Projects and Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, issued and as may from time to time be amended by the U.S. Secretary of Interior (hereinafter, collectively the "Standards"), subject to the prior written approval of Grantee, and in a manner which maintains or recreates, as the case may be, the appearance of the Present Facades; and

b. Permitted Alterations. Grantor may make such alterations to the Property, Buildings and Present Facades as are expressly authorized in attached Exhibit F which is incorporated herein by this reference, subject to the Grantee's right to review and approve detailed plans and specifications, designs and materials prior to and during the course of construction. Any changes in such detailed plans, specifications, designs and materials are subject to Grantee's prior review and approval. Upon completion of the alterations permitted by Exhibit F, Grantor shall promptly document (by photographs and other appropriate means) the altered appearance of the Property, Buildings, and Present Facades, and shall execute an amendment (the "*First Amended Deed of Easement*") to this Easement, by which such documentation of the aforesaid altered appearance of the Property, Buildings, and Present Facades shall be substituted for Exhibit B to this Easement. Grantee shall accept said First Amended Deed of Easement if the alterations permitted by Exhibit F shall have been performed to the satisfaction of Grantee and in accordance with the Standards, in which event Grantee shall record said First Amended Deed of Easement in the land records of Jefferson County, Colorado, in the office of the Recorder of Deeds. Upon such recordation, the references in this Easement to the Property, the Buildings, and the Present Facades shall be deemed to refer to the altered appearance of the same as shall be documented in the First Amended Deed of Easement. Neither Grantor's delivery or failure to deliver said First Amended Deed of Easement to Grantee, nor Grantee's refusal to accept said First Amended Deed of Easement, shall be construed to impair the full force and effect of this Easement; and

c. Painting. In all events, Grantor, in painting the exteriors of the Buildings, shall obtain the prior written consent of Grantee as to the quality and color of paint to be used.

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3.3. New Buildings. No buildings, structures or other improvements not presently on the Property shall be erected or placed on the exterior of the Property hereafter, except as expressly described in Exhibit F and except for temporary structures, such as scaffolding needed to assist workmen.

3.4. Signs. No signs, billboards, or advertisements shall be displayed or placed on the exterior of the Property or Buildings except as expressly described in Exhibit F; provided, however, that Grantor may, with prior written approval from and in the sole discretion of Grantee, erect such signs as are compatible with the conservation purposes of this Easement and appropriate to identify the Building[s] and any activities carried on in the Buildings.

3.5. Topography. No topographical changes, including but not limited to excavation, shall occur on the exterior of the Property except as expressly described in Exhibit F; provided, however, that Grantor may, with prior written approval from and in the sole discretion of Grantee, make such topographical changes as are consistent with and reasonably necessary to promote the conservation purposes of this Easement.

3.6. Landscaping. There shall be no removal, destruction, or cutting down of trees, shrubs, or other vegetation on the exterior of the Property except as expressly described in Exhibit F; provided, however, that Grantor may with prior written approval from and in the sole discretion of Grantee, undertake such landscaping of the Property as is compatible with the conservation purposes of this Easement and which may involve removal or alteration of present landscaping, including trees, shrubs, or other vegetation. In all events, Grantor shall maintain trees, shrubs, and lawn in good manner and appearance.

3.7. Public View. Grantor agrees not to obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any Buildings, structures or improvements on the Property from adjacent publicly accessible areas such as public streets.

3.8. Trash. No dumping of ashes, trash, rubbish or any other unsightly or offensive materials shall be permitted on the Property, except for customary trash disposal in accordance with the ordinances and regulations of the City of Westminster.

3.9. Use. The Property shall be used only for purposes consistent with the conservation purposes of this Easement.

3.10. Subdivision. The Property is currently subdivided into two lots and shall not be further subdivided and the Property shall not be devised or conveyed except as currently subdivided; provided, however, that the Grantor shall be permitted to convert the Property into cooperatives or condominiums and to convey interests in the resulting cooperative or condominium units, provided that the Grantor shall form or cause to be formed, in connection with such conveyance, a cooperative or condominium association for the purposes of performing all obligations of the Grantor and its successors and assigns under this Easement.

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3.11. Utilities. No above-ground utility transmission lines, except those reasonably necessary for the existing Buildings, may be located on the Property, except within utility easements already recorded.

ARTICLE 4. CASUALTY/OBSCOLESCENCE.

4.1. Damage or Destruction. In the event that the Property or any part thereof shall be damaged or destroyed by casualty, the Grantor shall notify the Grantee in writing within seven days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and for safety purposes, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within 90 days of the date of damage or destruction, the Grantor shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to the Grantor and the Grantee which shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Present Facades and/or reconstruction of damaged or destroyed portions of the Property; and
- (c) a report of such restoration/reconstruction work necessary to return the Property to the condition existing at the date hereof or as of the completion of any required work as set forth in the Easement.

4.2. Review After Casualty Damage or Destruction. After reviewing the report described in Section 4.1,

- (a) Grantor shall have the right to restore or reconstruct the Buildings as provided in this section; or, even if Grantor does not exercise this right,
- (b) Grantee shall have the right to require Grantor to restore or reconstruct the Buildings if Grantee believes, in its sole discretion, that the purposes and intent of this Easement will be served by such restoration or reconstruction of the Buildings.

In the event that either Grantor or Grantee exercises the rights set forth in (a) and (b), then Grantor and Grantee shall establish a Schedule under which Grantor shall, as soon as practicable, complete the restoration and reconstruction of the Buildings in accordance with plans and specifications approved in advance by the Grantee, provided that Grantor shall not be obligated to incur expenses in connection with such restoration or reconstruction in excess of the total amount of casualty insurance proceeds that are payable (or would be payable) out of any insurance maintained or required to be maintained by Grantor hereunder (the "*Proceeds*") except as set forth in Section 4.3.

4.3. Grantee's Right to Raise Funds. If Grantor has failed to maintain the amount of replacement cost casualty insurance required under Section 2.3 of this Easement, Grantee has the

right to raise funds toward the costs of restoration of partially or totally destroyed Buildings above and beyond the total amount of the Proceeds as may be necessary to restore the appearance of the Present Facades, and such additional funds shall constitute a lien on the Property to the extent used to restore the Buildings until repaid by Grantor. Said lien shall have the same priority as a mechanic's lien arising on the date of commencement of construction.

4.4. Determination Not To Require Rebuilding. If both Grantor and Grantee determine not to exercise their respective rights regarding restoration or reconstruction of the Buildings as set forth in Section 4.2, then the Grantor may, with the prior written consent of the Grantee, alter, demolish, remove or raze one or more of the Buildings, or construct new improvements on the Property. In such event, Grantee may elect to choose any salvageable portion of the exterior surfaces of the Buildings and remove them from the Property, and Grantor shall deliver to Grantee a good and sufficient bill of sale for such salvaged pieces. In such case, Grantee shall have no right to insurance proceeds except to the extent required by law to have this Easement qualify as a charitable contribution under Section 170(h)(3) of the Internal Revenue Code and regulations promulgated thereunder as of the date of the grant of this Easement.

4.5. Constitutional Limits on Certain Provisions. Grantor acknowledges that the restrictions of the Colorado Constitution, Article X, Section 20, and Article XI, Section 1, and the inability to place a mechanic's lien on public property may limit the applicability of certain portions of this Agreement.

ARTICLE 5. EXTINGUISHMENT.

5.1. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible or impractical the continued use of the Property for the purposes of this Easement and necessitate extinguishment of the Easement. Such a change in conditions may include, but is not limited to, partial or total destruction of the Buildings resulting from casualty. Such an extinguishment must be the result of a judicial proceeding and shall entitle Grantee to share in any proceeds resulting from the extinguishment in an amount determined under the provisions of Section 170(h)(3) of the Internal Revenue Code, and regulations promulgated thereunder as of the date of the original grant. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's historic preservation purposes and the conservation purposes of the grant of this Easement.

In the event of extinguishment, the provisions of this paragraph shall survive extinguishment and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien until all amounts due to Grantee hereunder have been paid.

5.2. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All

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expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of Section 5.1 unless otherwise provided by law. Provided, however, that if the Property is encumbered by a mortgage or deed of trust at the time of such condemnation, Grantor and Grantee shall be entitled to their respective interests in any proceeds remaining after satisfaction of all mortgages or deeds of trust.

ARTICLE 6. ADMINISTRATION AND ENFORCEMENT.

6.1. Inspections. Grantor hereby agrees that representatives of Grantee shall be permitted at all reasonable times to inspect the Property, including the Buildings. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Buildings to ensure maintenance of structural soundness and safety; inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee and Grantor covenants not to withhold unreasonably its consent in determining a date and time for such inspection.

6.2. Grantee's Remedies.

(a) In the event of a violation of any covenant, stipulation or restriction in this Easement or in any collateral agreement made in connection with or pursuant to this Easement, the Grantee may, in addition to any remedies now or hereafter provided by law, and following reasonable written notice to Grantor:

- i) institute suit(s) to enjoin such violation by *ex parte*, temporary, preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property to the condition and appearance required under this Easement, and Grantee shall not be required to post any bond in connection with any such proceedings;
- ii) enter upon the Property, correct any such violation, and hold Grantor, its successors and assigns, responsible for the cost thereof, and such cost until repaid shall constitute a lien on the Property, such lien to have the priority of a lien as of the date of such expenditure, with Grantee agreeing to exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any such violations, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workman's compensation coverage; or
- iii) release, terminate, extinguish or abandon this Easement.

(b) Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations under this Easement, or under any collateral agreement made in connection with or pursuant to this Easement, and in the event Grantor is found to have violated any of its

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obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection therewith, including all court costs and attorney's, architectural, engineering and expert witness fees.

(c) The exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

(d) To the extent that any violation described in this Section 6.2 is of a type which can be cured, and does not, in Grantee's sole judgment, subject the Property to immediate and irreparable harm, Grantor shall have thirty (30) days following Grantee's written notice to cure any such violation involving failure to pay money, and sixty (60) days following Grantee's written notice to cure any other violation.

6.3. No Merger. In the event that the Grantee shall at any time in the future become the fee simple owner of the Property, Grantee for itself, its successors and assigns, covenants and agrees, in the event of subsequent conveyance of the same to another, to create a new easement containing the same restrictions and provisions as are contained in this Easement, and either to retain such easement in itself or to convey such easement to a similar local or national organization whose purposes, *inter alia*, are to promote historic preservation, and which is a qualified organization under Section 170(h)(3) of the Internal Revenue Code, and Internal Revenue Service Regulation §1.170A-14(c)(1) and C.R.S. §38-30.5-101 et seq.

6.4. Assignment. Grantee may, at its discretion, convey and assign this Easement to a similar local, state, or national organization whose purposes, *inter alia*, are to promote historic preservation, and which is a qualified organization under Section 170(h)(3) of the Internal Revenue Code and Internal Revenue Service Regulation §1.170A-14(c)(1) and C.R.S. §38-30.5-101 et seq.; provided that any such conveyance or assignment requires that the conservation purposes for which this Easement was granted will continue to be carried out. If Grantee makes any such conveyance and assignment, Grantee or Grantee's assignor will promptly notify Grantor of such assignment. If Grantee fails to remain a qualified organization, as determined by an agency or court of competent jurisdiction in a final, unappealed ruling, Grantor may require Grantee to convey and assign this Easement to a qualified organization.

ARTICLE 7. MISCELLANEOUS.

7.1. Notices. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered, if to Grantor, to:

City Manager
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80031

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with a copy to:

City Attorney
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80031

and if to Grantee, then to:

Executive Director
Colorado Historical Foundation
P.O. Box 40910
Denver, Colorado 80204

with a copy to:

Moye White LLP
16 Market Square, 6th Floor
1400 16th Street
Denver, Colorado 80202-1486
Attn: John E. Moye

Each party may change its address set forth herein by a notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under this Easement may be given by the President of the Grantee or by any duly authorized representative of the Grantee.

7.2. Effectiveness. This Easement is effective only upon recording among the real property records of Jefferson County, Colorado.

7.3. Perpetuity. This Easement is intended to be of perpetual duration, in accordance with the provisions of the Act. If, however, for any reason this Easement is ever held to be in contravention of the rule against perpetuities or rules respecting alienation of property, by a court of competent jurisdiction a final decision from which no appeal is taken, then the term of this Easement shall be deemed to expire 21 years after the death of the last to die of the now living descendants of John Fitzgerald Kennedy, Lyndon Baines Johnson, Richard M. Nixon, Gerald R. Ford, Jimmy Carter, Ronald W. Reagan, George H. W. Bush, William Jefferson Clinton and George W. Bush, all former Presidents of the United States.

7.4. Counterparts. This Easement is executed in four counterparts, each page of which (including exhibits) has been initialed by Grantor and Grantee for purposes of identification. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided above, each counterpart shall constitute the agreement of the parties. Immediately after execution hereof, one counterpart shall be held

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by each of Grantor, Grantee, Grantee's attorney, and one counterpart shall be recorded as provided above and will be returned to Grantee.

7.5. Interpretation. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect the transfer of rights and the restrictions on use herein contained.

7.6. Binding Effect. This Easement shall extend to and be binding upon Grantor, its successors and assigns, and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this Easement or then have an interest in the Property. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this Easement where such person shall cease to have any interest (present, partial, contingent, collateral or future) in the Property by reason of a *bona fide* transfer for full value. Any right, title or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" when used herein shall include all such successors and assigns. This Easement shall survive any termination of Grantor or Grantee's existence.

7.7. No Public Right of Entry. Nothing contained in this Easement grants, nor shall be interpreted to grant, to the public any right to enter on the Property or into the Buildings.

7.8. Development Rights. To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to a use more intensive (in terms of height, bulk or other objective criteria regulated by such ordinances) than that to which the Property is devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property during the term of this Easement, except under the provisions of and under the circumstances defined in Section 3.2. Grantor hereby transfers to Grantee any such development rights over the Property.

7.9. Amendments. For purposes of furthering the preservation of the Property and Buildings and of furthering the other purposes of this Easement, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this Easement in writing without notice to any party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the conservation purposes of the Easement. Such amendment shall become effective upon recording among the real property records of Jefferson County, Colorado. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

7.10. Enforceability. This Easement is made pursuant to the Act, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this Easement whether this Easement be enforceable by reason of any statute, common law or private agreement either in existence

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now or at any time subsequent hereto. The validity and enforceability of this Easement shall not be affected by a determination that the grant of this Easement does not qualify as a charitable contribution under Section 170(h)(3) of the Internal Revenue Code or otherwise. This Easement may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this Easement or any part thereof. The invalidity or unenforceability of any provision of this Easement shall not affect the validity or enforceability of any other provision of this Easement, or any ancillary or supplementary agreement relating to the subject matter hereof.

7.11. Building Regulations. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any governmental ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and governmental authorities to accommodate the purposes of both this Easement and such ordinance or regulation.

7.12. Statute of Limitations. Any action to enforce any provision of this Easement shall be commenced within the limitation period set forth in C.R.S. § 38-41-101(1) as of the effective date of this Easement. In the event a court of competent jurisdiction should determine that a different statute of limitations applies, the parties agree that any such alternative statute of limitations shall be tolled for a period equal to the limitation period set forth in said C.R.S. § 38-41-101(1).

7.13. Venue. Venue of any action brought pursuant to this Easement shall be in the City and County of Denver, Colorado.

IN WITNESS WHEREOF, Grantor has executed, sealed, and delivered this Deed of Conservation Easement by J. Brent McFall, City Manager, and Grantee has caused these presents to be accepted.

GRANTOR:

CITY OF WESTMINSTER, a home rule city

By: 

J. Brent McFall, City Manager

GRANTEE:

COLORADO HISTORICAL FOUNDATION,
a nonprofit Colorado corporation

By: 

Frank A. Kugeler, President

ATTEST:


H. Benjamin Duke III, Secretary

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ACKNOWLEDGMENT

STATE OF COLORADO)

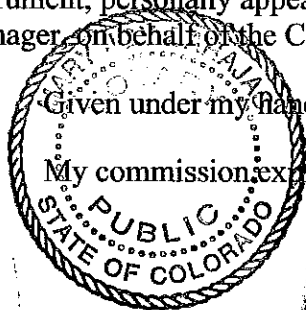
) ss.

JEFFERSON COUNTY)

I, Mary Joy Barajas, a Notary Public in and for the State of Colorado, do hereby certify that J. Brent McFall, whose name is subscribed to the foregoing instrument, personally appeared before me and acknowledged that he executed the same as City Manager, on behalf of the City of Westminster.

Given under my hand and seal this 21st day of December, 2010.

My commission expires: January 27, 2013



Mary Joy Barajas
Notary Public

[SEAL] My Commission Expires 1-27-13
City of Westminster
City Manager's Office
Adams County
4800 West 92nd Avenue
Westminster, CO 80031

STATE OF COLORADO)

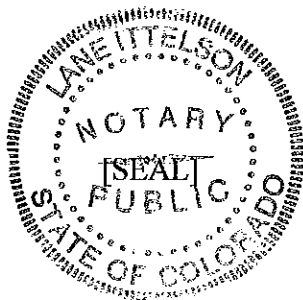
) ss.

CITY & COUNTY OF DENVER)

I, Lane Ittelson, a Notary Public in and for the State of Colorado, do hereby certify that Frank A. Kugeler and H. Benjamin Duke III, whose names are subscribed to the foregoing instrument as president and secretary, respectively, of the Colorado Historical Foundation, personally appeared before me and acknowledged that they executed the same.

Given under my hand and seal this 28th day of December, 2010.

My commission expires: 8/9/2013.



Lane Ittelson
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE

LOT 5,
SHOENBERG FARMS COMMERCIAL,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL TWO

LOT 14A
FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL,
PER THE PLAT RECORDED MAY 5, 2009 AT RECEPTION NO. 2009040529,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

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Shoenberg Farms: West elevations of Dairy Barn and silos, showing parking lot to the west of buildings

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Shoenberg Farms: North and east elevation of Dairy Barn, showing wooden silo at right



Shoenberg Farms: South and east elevations of Dairy Barn

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Shoenberg Farms: North elevation of silos

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Shoenberg Farms: Southwest elevations of silos

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EXHIBIT B
(page 6 of 11)



Shoenberg Farms: East and north elevations of Powerplant and Milk House

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EXHIBIT B
(page 7 of 11)



Shoenberg Farms: Dairy Barn (at rear), Milk House (in foreground) and Powerplant (at right), looking northwest

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Shoenberg Farms: West elevation of Milk House, looking northeast



Shoenberg Farms: East (fronting Sheridan) facade and south elevation of Farm House

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Shoenberg Farms: View looking southwest at Garage/Carriage House and Farm House (east and north elevation)

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Shoenberg Farms: West elevations of Garage/Carriage House and Farm House

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Exhibit C
Site Plan

Sheridan Blvd.

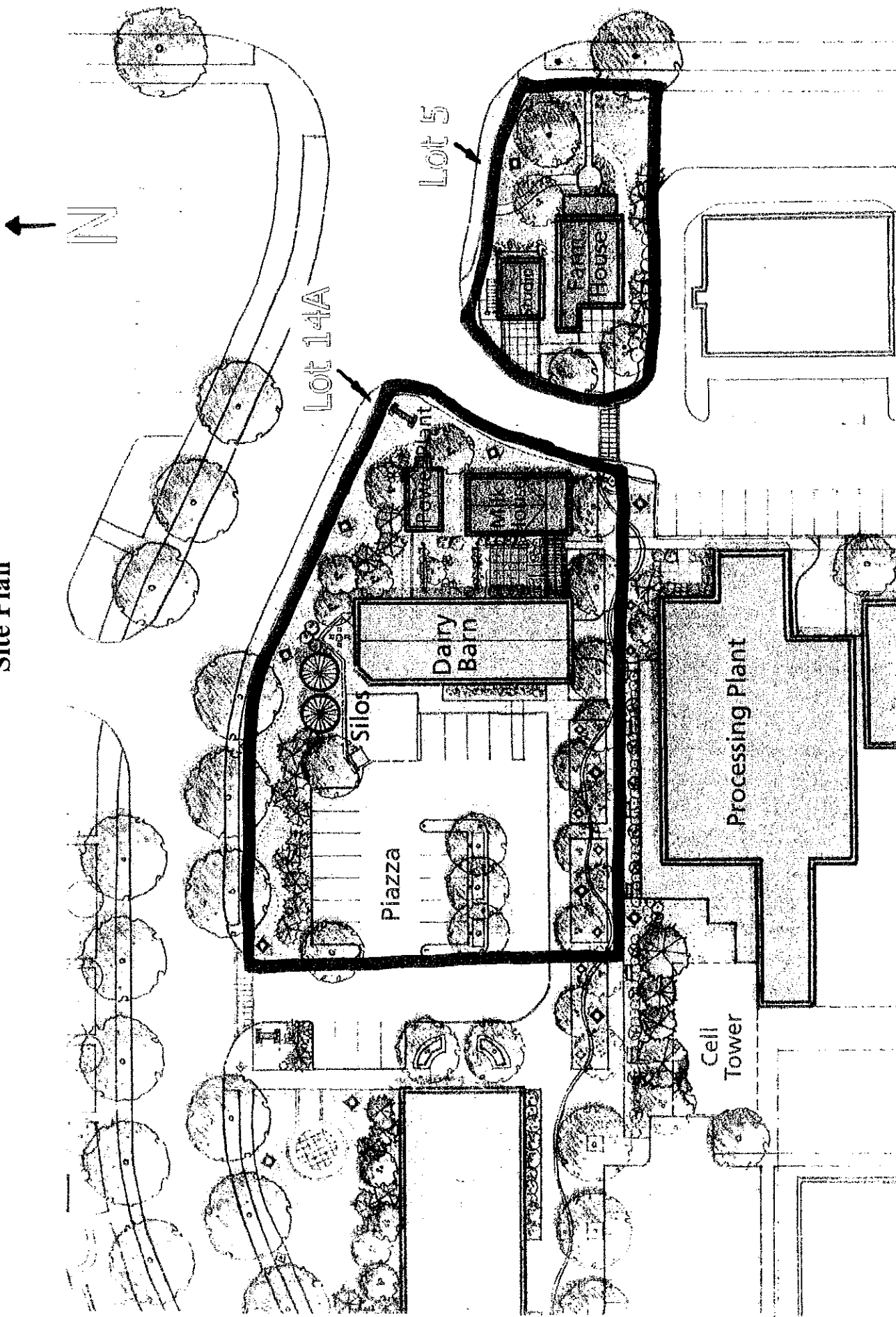


EXHIBIT D

Existing Encumbrances

NONE

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EXHIBIT E

EXISTING MORTGAGES/SUBORDINATION AGREEMENTS

Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases dated April 8, 2010, given by the City of Westminster to the Public Trustee of the County of Jefferson, Colorado, to secure a Promissory Note dated April 8, 2010, in the principal amount of \$117,000 between the City of Westminster as Borrower and the CHF Revolving Loan Fund as Payee, recorded April 8, 2010, at Reception No. 2010030184 in the official records of Jefferson County, State of Colorado.

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EXHIBIT E

SUBORDINATION AGREEMENT

This Subordination Agreement ("Subordination Agreement") is dated as of this ____ day of _____, 201 ____ ("Effective Date"), by and among City of Westminster, a Colorado home rule municipality, ("Owner"), CHF Revolving Loan Fund, a Colorado nonprofit corporation whose address is 770 Pennsylvania Street, Denver, Colorado 80203 ("Mortgagee") and the Colorado Historical Foundation, a Colorado nonprofit corporation, P.O. Box 40910, Denver, CO 80204 ("CHF").

RECITALS

A. Owner granted to Mortgagee a Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases dated April 8, 2010, in the original principal sum of \$117,000 (One Hundred and Seventeen Thousand and NO/100) Dollars recorded on April 8, 2010, at Reception No. 2010030184 of the official records of Jefferson County, State of Colorado ("Deed of Trust").

B. Owner will, simultaneously herewith, grant to CHF a Deed of Conservation Easement (the "Conservation Easement") over and across the real property described on Attachment A attached hereto (the "Property").

C. Mortgagee and CHF wish to establish their respective rights in order of recording with respect to the Property and to the indebtedness incurred by the Deed of Trust.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subordination.

1.1. Mortgagee hereby agrees that the right, title and interest of Mortgagee in and to the Property, pursuant to the terms of the Deed of Trust, are hereby made subordinate and junior in priority to the operation and effect of the Conservation Easement, as if the Conservation Easement were recorded first and the Deed of Trust was recorded after the Conservation Easement.

1.2. Foreclosure. Nothing contained herein shall impair or impede the rights of Mortgagee to foreclose upon its Deed of Trust and to realize the benefits of such Deed of Trust, provided, however, that a foreclosure will not join CHF as a party unless it is necessary to do so to confirm the rights granted to CHF herein. CHF agrees it will attorn to and recognize Mortgagee as Owner of the Property subject to the Conservation Easement, after such foreclosure.

2. Miscellaneous.

2.1. Successors and Assigns. This Subordination Agreement shall be binding upon the Mortgagee and Owner and their successors and assigns and shall inure to the benefit of CHF, its successors and assigns.

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2.2. Governing Law. This Subordination Agreement shall be deemed to be a contract made under the laws of the State of Colorado and for all purposes shall be governed by and construed in accordance with the laws of said state.

IN WITNESS WHEREOF, the Owner, the Mortgagee and CHF have executed this Subordination Agreement to be effective as of the date first written above.

OWNER:

City of Westminster,
a Colorado home rule municipality

By: _____

Name: _____

Title: _____

MORTGAGEE:

CHF Revolving Loan Fund,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

CHF:

COLORADO HISTORICAL FOUNDATION,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
201____, by _____ as _____ of City of Westminster.

Witness my hand and official seal.

My commission expires:_____.

Notary Public

[SEAL]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
201____, by _____ as _____ of CHF Revolving

Loan Fund.

Witness my hand and official seal.

My commission expires:_____.

Notary Public

[SEAL]

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STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
201____, by _____ as _____, of Colorado Historical
Foundation.

Witness my hand and official seal.

My commission expires:_____.

Notary Public

[SEAL]

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EXHIBIT A
(SUBORDINATION AGREEMENT)

LEGAL DESCRIPTION

PARCEL ONE

LOT 5,
SHOENBERG FARMS COMMERCIAL,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL TWO

LOT 14A
FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL,
PER THE PLAT RECORDED MAY 5, 2009 AT RECEPTION NO. 2009040529,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

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EXHIBIT F

Permitted Alterations

Subject to the provisions of paragraph 3.2(b), Grantor may construct the permitted alterations that follow, all of which are expected to be completed by 2030. Such permitted alterations may include landscape, health and safety improvements, educational and historic interpretation displays, and public art, provided that no such interpretive displays or public art are directly painted upon or affixed to the Buildings protected by this Easement. Grantor shall use materials that are complimentary to and compatible with the Present facades.

The permitted alterations include the restoration and rehabilitation of the following Buildings:

Milk and Ice House

The exterior restoration and rehabilitation of the milk and ice house, including: roof replacement, historic interior and exterior door and screen door restoration and reproduction, window restoration, masonry rebuilding, repointing and cleaning, foundation repair. These alterations are contained in Construction Documents, Shoenberg Farm Milk & Ice House Exterior Restoration and Rehabilitation, SHF Project No. 2009-M2-021.

Power Plant

The exterior restoration and rehabilitation of the garden-level power plant, including: Roof replacement, historic door restoration and reproduction, window restoration, masonry rebuilding, repointing and cleaning, foundation repair. These alterations are outlined in Historic Structures Assessment, SHF Project No. 2007-M2-011.

Concrete Silo

The stabilization and preservation of the concrete silo, including interior concrete reinforcement, steel hoop repair, foundation stabilization, repair of exterior concrete deterioration, repair of metal roof and metal culvert over hatch access column, repair and reproduction of hatch covers. These alterations are contained in Construction Documents, Shoenberg Farm Concrete Silo Exterior Restoration and Rehabilitation, SHF Project No. 2009-M2-002. (To be completed in 2011.)

Wooden Stave Silo

The exterior restoration and preservation of the wooden stave silo, including: Roof replacement, repair and restoration of wooden stave sides and steel retaining hoops, repair and reproduction of hatch covers, foundation repair. These alterations are outlined in Historic Structures Assessment, SHF Project No. 2007-M2-011.

Farm House and Carriage House

The exterior restoration and rehabilitation of the farm house and carriage house (former garage), including: Roof replacement, historic door restoration and reproduction (where historic doors are missing) window restoration and reproduction (where historic windows are missing), masonry rebuilding, repointing and cleaning, foundation repair, restoration of an exterior door opening in the west façade, rebuilding the west dining porch and provision of accessible entrance to the west façade between the street grade and the house first-floor level. These alterations are contained in Construction Documents, Shoenberg Farm Farmhouse & Carriage House Exterior Restoration and Rehabilitation, SHF Project No. 2010-M1-018.

LEGAL DESCRIPTION:

A PARCEL OF LAND WITHIN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 69 WEST AND THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 36 BEARS NORTH 00°10'37" WEST AND ALL BEARINGS ARE MADE AS A REFERENCE HEREON;
THENCE WESTERLY ALONG THE SOUTHERLY SECTION LINE OF SAID SECTION 36, SOUTH 89°36'05" WEST, 115.95 FEET;
THENCE NORTHERLY DEPARTING SAID SOUTHERLY SECTION LINE, NORTH 00°23'55" WEST, 28.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 72ND AVENUE
RECORDED IN RECEPTION NUMBER 591387 IN THE OFFICE OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY, AND ALSO BEING THE POINT OF BEGINNING;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°36'05" WEST 605.73 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET;
2. SOUTHWESTERLY 238.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°44'47", TO THE EASTERLY LINE OF A PARCEL RECORDED IN RECEPTION NUMBER F2075103 IN THE OFFICE OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY;

THENCE NORTHERLY DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE ALONG SAID EASTERLY PARCEL LINE AND NON-TANGENT TO SAID CURVE, NORTH 00°10'38" WEST, 1350.26 FEET, TO THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36;

THENCE EASTERLY ALONG SAID NORTHERLY LINE, NORTH 89°41'00" EAST, 905.01 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 95, AKA SHERIDAN BOULEVARD, RECORDED IN RECEPTION NUMBER 264099 IN THE OFFICE OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY;

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°10'03" EAST 1222.91 FEET, TO THE NORTHEASTERLY CORNER OF A PARCEL RECORDED IN RECEPTION NUMBER 88062066 IN THE OFFICE OF THE CLERK AND RECORDER FOR JEFFERSON COUNTY;

THENCE WESTERLY AND SOUTHWESTERLY ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES:

1. NORTH 89°50'25" WEST 4.00 FEET;
2. SOUTH 10°45'50" WEST 30.38 FEET;
3. SOUTH 41°18'11" WEST 32.67 FEET;
4. SOUTH 70°55'55" WEST 41.70 FEET, TO SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST 72ND AVENUE AND ALSO BEING THE POINT OF BEGINNING.

CONTAINING 26.888 ACRES (1,171,230 SQ. FT.), MORE OR LESS.

PRELIMINARY DEVELOPMENT PLAN -FOURTH AMENDED WITHIN
THE SHOENBERG FARM P.U.D. IN THE CITY OF WESTMINSTER,
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 1 OF 3

GENERAL PROJECT CONCEPT:

THE ZONING OF THIS LAND IS INTENDED TO PROVIDE A RANGE OF USES COMPATIBLE WITH REGIONAL COMMERCIAL CENTER, SPECIFICALLY INCLUDING RETAIL BUSINESS, COMMERCIAL OFFICES, AND RESIDENTIAL USES.

DEVELOPMENT CONDITIONS:

THE PLANNED UNIT DEVELOPMENT (PUD) AND OFFICIAL DEVELOPMENT PLAN (O.D.P.) FOR THIS PROPERTY WILL CONFORM TO CONDITIONS OF THE EXISTING SHOENBERG FARMS PUD EXCEPT OTHERWISE NOTED IN THIS AMENDMENT

PROPOSED DEVELOPMENT TIMING:

THE PROPOSED DEVELOPMENT IS TO BE COMPLETED IN PHASES OVER THE NEXT TEN YEARS. THE FIRST PHASE WILL BEGIN WITHIN 3 YEARS OF THE RECORDING OF THE FINAL PLAT OF THE FIRST ODP. THE REMAINING LOTS AND WILL BE DEVELOPED SEPARATELY AND ARE SUBJECT TO MARKET DEMAND. ALL FUTURE LOTS WILL BE SUBJECT TO THE APPROVAL OF THE CITY OF WESTMINSTER

PURPOSE OF THIS AMENDMENT:

THIS PROPOSED PRELIMINARY DEVELOPMENT PLAN AMENDS THE ORIGINAL SHOENBERG FARMS PUD TO INCLUDE THE NEW USES AS DESCRIBED IN THIS PDP. THIS PDP FURTHER DEFINES THE PORTIONS OF THE STREET RIGHT OF WAYS FOR SHERIDAN, 72ND, AND 73RD AVENUE. THIS AMENDMENT THE APPROXIMATE LOCATION OF THE FUTURE COMMERCIAL AND RESIDENTIAL SITES.

LAND USE DESIGNATION:

THE WESTMINSTER COMPREHENSIVE LAND USE PLAN DESIGNATES THIS PDP AS PUD.

OWNER APPROVAL:

I, **TEPPER PARTNERS, LLC, JERRY J. TEPPER, DEBRA E. TEPPER, AND COOK ISLANDS TRUST, LTD.**, PROPERTY OWNERS DO SO APPROVE THIS P.D.P. FOR REVIEW AND APPROVAL BY THE CITY OF WESTMINSTER
(PLEASE PRINT)
THIS 20th DAY OF August, 2007,

Jerry J. Tepper mgr
SIGNATURE TITLE
TEPPER PARTNERS, LLC.

Jerry J. Tepper
SIGNATURE TITLE
JERRY J. TEPPER

Debra E. Tepper
SIGNATURE TITLE
DEBRA E. TEPPER

Jerry J. Tepper Trustee
SIGNATURE TITLE
COOK ISLANDS TRUST, LLC.

PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF WESTMINSTER
THIS 20th DAY OF August, 2007,

James E. Hill
CHAIRMAN

CITY COUNCIL APPROVAL

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF WESTMINSTER

THIS 20th DAY OF August, 2007,

Nancy McAlley
MAYOR

Luella Garcia
ATTEST: CITY CLERK



CLERK AND RECORDER'S CERTIFICATE:

2007101574
RECEPTION NUMBER

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF JEFFERSON COUNTY AT GOLDEN, COLORADO
ON THIS 31 DAY OF August, 2007,
AT 10:13 O'CLOCK A.M.

Pam Anderson
JEFFERSON COUNTY CLERK AND RECORDER

M. Laci
BY: DEPUTY CLERK (SEAL)

PROJECT TEAM:

DEVELOPER:

CADENCE CAPITAL INVESTMENTS, LLC
CONTACT: LUCY DINNEEN
8480 E ORCHARD RD SUITE 6900
GREENWOOD VILLAGE, COLORADO
80111
(720) 493-5100

RETAIL DEVELOPMENT CONSULTANT:

OLDENBURG REAL ESTATE, LLC
CONTACT: TOM OLDENBURG
2616 EAST KETTLE PLACE
CENTENNIAL, CO 80122
(303) 913-5480

ARCHITECT/PLANNER:

WONG STRAUCH ARCHITECTS
CONTACT: KEVIN SULLIVAN
820 SANTA FE DRIVE
DENVER, COLORADO 80212
(303) 293-9206

LANDSCAPE ARCHITECT:

MICHAEL L STAHL INC
CONTACT: MICHAEL STAHL
9581 SILVER HILL CIRCLE
LONE TREE, CO 80124-5419
(303) 779-6601

PROPERTY OWNER:

TEPPER PARTNERS LLC
CONTACT: JERRY TEPPER
221 SOUTH EUDORA STREET
DENVER, CO 80246
(720) 244-1282

CIVIL ENGINEER:

CALIBRE ENGINEERING, INC.
CONTACT: TODD JOHNSON
8201 SOUTHPARK LANE, SUITE
200
LITTLETON, CO 80120
(303) 730-0434

ELECTRICAL ENGINEER:

ALBER ENGINEERING
CONTACT: CLARENCE BERNAL
3333 SOUTH WADSWORTH BLVD.
SUITE D220
DENVER, COLORADO 80227
(303) 985-3260

TRAFFIC ENGINEER:

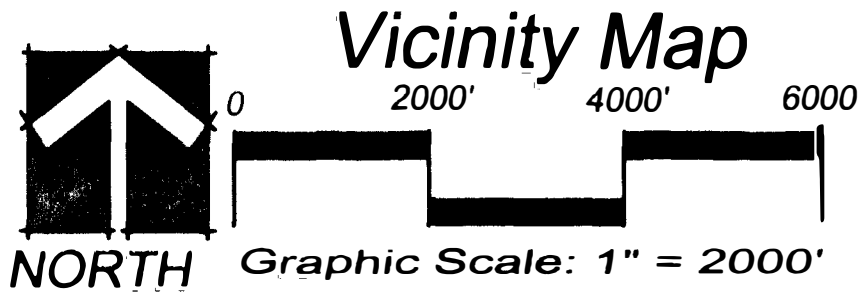
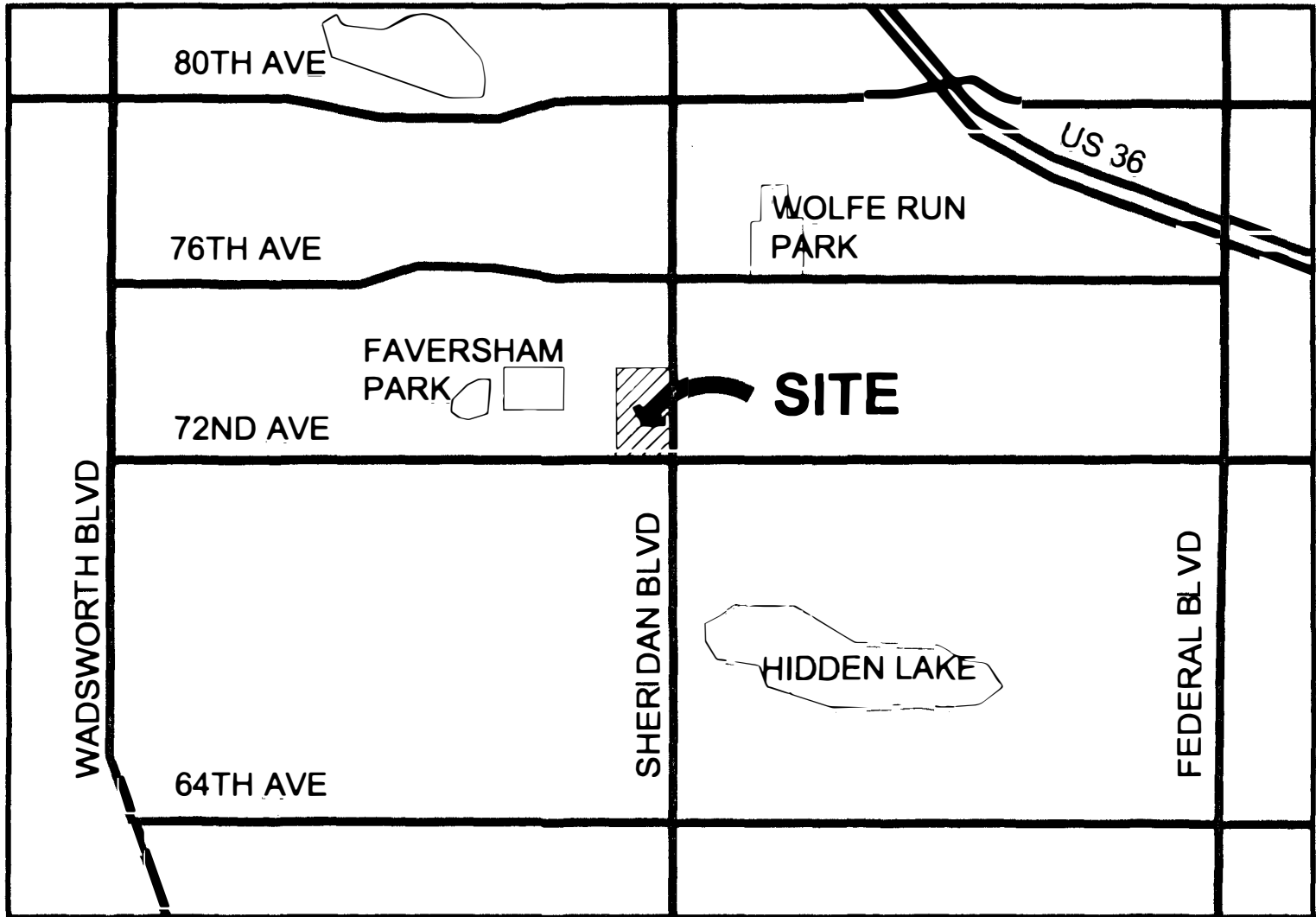
ALDRIDGE TRANSPORTATION
CONSULTANTS, LLC
CONTACT: JOHN ALDRIDGE
1840 W LITTLETON BLVD SUITE B
LITTLETON, CO 80120
(303)703-9112

TABLE OF CONTENTS:

SHEET 1 OF 3	COVER / DATA
SHEET 2 OF 3	DATA
SHEET 3 OF 3	SITE PLAN

SUBMITTAL DATES:

PDP CONCEPTUAL REVIEW	06-24-05
PDP CONCEPT REVIEW (SECOND SUBMITTAL)	03-07-06
PDP FINAL REVIEW	08-11-07
PDP FINAL REVIEW (SECOND SUBMITTAL)	07-24-07



PUD AMENDMENT: THIS THIRD AMENDMENT OF THE SHOENBERG FARMS PUD AMENDS THE 26.902+- ACRES OF THIS PARCEL FROM DAIRY AREA TO COMMERCIAL /MIXED USE.		
ZONING / CURRENT USES:		
	<u>ZONING</u>	<u>USE</u>
SUBJECT PROPERTY:	P.U.D.	AGRICULTURE /RESIDENTIAL / COMMERCIAL (MIXED USE)
NORTH:	P.U.D	RESIDENTIAL
SOUTH:	C-1	COMMERCIAL
EAST:	P.U.D.	COMMERCIAL
WEST:	P.U.D.	RESIDENTIAL

LAND USES TABLE (APPROXIMATE AREAS):		
<u>LAND USE</u>	<u>TOTAL ACRES</u>	<u>% OF PROPERTY</u>
1. COMMERCIAL / MIXED USE	14.952 ACRES	55.5 %
2. FUTURE RESIDENTIAL	8.57 ACRES	31.8 %
3. R.O.W. DEDICATION (72ND, 73RD AND SHERIDAN)	3.38 ACRES	12.7%
	TOTAL 26.902 ACRES	TOTAL 100 %
*RESIDENTIAL INFORMATION (NUMBER OF UNITS, FAR, ETC...) TO BE DETERMINED WITH FUTURE ODP SUBMITTAL		

PRELIMINARY DEVELOPMENT PLAN -FOURTH AMENDED WITHIN
THE SHOENBERG FARM P.U.D. IN THE CITY OF WESTMINSTER,
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 2 OF 3

PUBLIC FACILITIES PROVIDERS:

- POLICE: TO BE PROVIDED BY THE CITY OF WESTMINSTER POLICE
- FIRE: TO BE PROVIDED BY THE CITY OF WESTMINSTER FIRE DEPARTMENT
- SCHOOLS: JEFFERSON COUNTY SCHOOL DISTRICT R1
- BUS STOPS: TO BE DETERMINED BY RTD

LAND USE PERFORMANCE STANDARD:

THE LAND USES LISTED AS PERMITTED ON THE PRELIMINARY DEVELOPMENT PLAN (PDP) SHALL BE SUBJECT TO FINAL REVIEW AND APPROVAL AT THE TIME OF OFFICIAL DEVELOPMENT PLAN (ODP) APPROVAL, WITH SAID REVIEW TO INCLUDE THE LOCATION AND NUMBER OF SUCH ESTABLISHMENTS AND THE ACCEPTABILITY OF THE SITE PLAN WITH ACCEPTABLE HEIGHTS, BULK, SETBACKS, AND OPEN SPACE STANDARDS; PLUS THE ARCHITECTURAL DESIGN, THE LANDSCAPE PLAN, AND OTHER TERMS AND CONDITIONS AS ARE STANDARD IN THE REVIEW OF OFFICIAL DEVELOPMENT PLANS.

SITE DEVELOPMENT CRITERIA:

- THE OFFICIAL DEVELOPMENT PLAN (O.D.P.) SHALL MEET THE CITY'S COMMERCIAL DESIGN GUIDELINES AND LANDSCAPE REGULATIONS EXCEPT WHERE NOTED IN FUTURE ODP SUBMITTALS.
- SITE AREA: 26.902 ACRES
- BUILDING FLOOR AREA, MAXIMUM: NO RESTRICTIONS
- MAXIMUM LOT SIZE: NO RESTRICTIONS
- BUILDING HEIGHT, MAXIMUM:
(EXCEPT SUB-AREA NOTED BELOW) NO RESTRICTIONS
- PARKING STRUCTURE HEIGHT MAX.: 35'-0"
- LANDSCAPE AREA MINIMUM: 20 PERCENT OF THE ENTIRE SITE
- SETBACKS, MINIMUM: TO BE DETERMINED AT TIME OF O.D.P. WITH THE FOLLOWING EXCEPTIONS:
- ALL BUILDINGS SHALL BE SET BACK 50 FEET FROM THE RIGHT-OF-WAY (R.O.W.) OF SHERIDAN BOULEVARD AND 72ND AVENUE. ALL PARKING LOTS SHALL BE SET BACK 25 FEET FROM THE R.O.W. OF SHERIDAN BLVD. OR 40' FOR BOTH PARKING AND BUILDING SETBACK.

DESIGN CONCEPT:

THE PROJECT IS DESIGNED INCORPORATING THEMES FOUND IN DAIRY FARM STRUCTURES, THAT WERE PART OF **SHOENBERG FARMS**. THE DEVELOPMENT IS INTENDED TO CREATE A QUALITY AND EFFICIENT COMMERCIAL DESTINATION FOR THE RESIDENTS OF WESTMINSTER. THE DEVELOPMENT WILL HAVE EFFICIENT VEHICULAR TRAFFIC FLOW, YET WILL BE A PEDESTRIAN FRIENDLY ENVIRONMENT. LANDSCAPE ELEMENTS, SUCH AS TREE LINED SIDEWALKS AND COLORED CONCRETE HELP DEFINE THE PEDESTRIAN AND GATHERING AREAS OF THE **SHOENBERG FARMS**. THE SCALE OF THE PROJECT HAS BEEN BROKEN DOWN WITH MULTIPLE BUILDING STRUCTURES, SMALL PARKING AREAS, THE USE OF LANDSCAPE BUFFERS AND BY CREATING SMALLER DETENTION PONDS THROUGHOUT THE PROJECT. THE PROJECT IS A FUNCTIONAL, YET SAFE ENVIRONMENT FOR BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

ARCHITECTURE:

THE DESIGN OF THE BUILDINGS IS INTENDED TO CREATE A RURAL FARM AESTHETIC. BUILDING DESIGN STANDARDS WILL ENSURE THAT A COHESIVE DEVELOPMENT WILL BE CREATED WITH THE MANY DIFFERENT BUILDING TYPES PROPOSED. TO OBTAIN THIS RURAL FARM AESTHETIC, HIGHLY DURABLE AND ATTRACTIVE MATERIALS SUCH AS BRICK, SYNTHETIC STONE, WOOD, TEXTURED CONCRETE MASONRY UNITS, SYNTHETIC STUCCO, HARDBOARD SIDING, ASPHALT ROOF TILES AND STANDING SEAM METAL ROOFS WILL BE USED THROUGHOUT THE PROJECT.

THE LARGER MASSING OF SOME OF THE STRUCTURES AND THE LINEAR DESIGN WILL BE FURTHER BROKEN DOWN BY THE USE OF ARCHITECTURAL FEATURES IN BOTH ELEVATION AND IN BUILDING PLAN. THE FACADES OF THE STRUCTURES ARE BROKEN INTO SMALLER BUILDING ELEMENTS WHILE MAINTAINING THE OVERALL UNIFORMITY OF THE STRUCTURES. BUILDINGS AT THE CORNER OF 72ND AND SHERIDAN CREATE A GATEWAY INTO THE PROJECT.

A SIGNAGE STANDARDS PACKAGE WILL BE DEVELOPED TO ENSURE COHESIVENESS WITHIN THE CENTER AND THE CITY OF WESTMINSTER STANDARDS.

EXISTING UTILITIES:

ALL EXISTING ON SITE UTILITIES ARE TO BE REMOVED AND / OR RELOCATED AS REQUIRED TO PROVIDE SERVICE TO THE SUBJECT PROPERTY.

EXISTING SITE PERIMETER UTILITIES WILL BE EVALUATED BY THE CITY OF WESTMINSTER ENGINEERING DEPARTMENT AND WILL BE RELOCATED AS NECESSARY.

DRAINAGE AND MAJOR DETENTION FACILITIES:

TWO PRIMARY SITE DRAINAGE AREAS WILL BE USED. ONE AT THE NORTH END OF THE SITE DRAINING UNDER SHERIDAN BLVD TO THE EAST AND ONE WILL BE AT THE SOUTH EAST PORTION OF THE SITE DRAINING TO THE SOUTH. THE USE OF DETENTION PONDS WILL BE INCORPORATED INTO THE DRAINAGE PLAN.

ACCESS

ONE FULL MOVEMENT ACCESS WILL BE PERMITTED ON SHERIDAN BLVD AND ONE ON 72ND AVENUE. AN ADDITIONAL 3/4 MOVEMENT (RIGHT IN/RIGHT OUT/ LEFT IN) WILL BE LOCATED ON SHERIDAN BLVD. ANOTHER HALF MOVEMENT (RIGHT IN/ RIGHT OUT) MOVEMENT WILL BE LOCATED ON 72ND AVENUE. ALL THE EXACT LOCATIONS OF THESE MOVEMENTS WILL BE DETERMINED IN A TRAFFIC STUDY AT TIME OF THE OFFICIAL DEVELOPMENT PLAN APPROVAL.

PARKING

ALL PARKING LAYOUTS, INCLUDING SPACE SIZE, AISLE DIMENSIONS, HANDICAPPED PROVISIONS, EMERGENCY ACCESS, AND LOADING AREA WILL BE PER CITY CODE EXCEPT WHERE NOTED ON THE O.D.P.

LANDSCAPING

LANDSCAPING WILL COMPLY TO CITY OF WESTMINSTER LANDSCAPE REGULATIONS IN EFFECT AT TIME OF OFFICIAL DEVELOPMENT PLAN APPROVAL EXCEPT WHERE NOTED ON THE O.D.P.

SIGNS

SIGNAGE WILL COMPLY WITH THE CITY OF WESTMINSTER STANDARDS IN EFFECT AT TIME OF OFFICIAL DEVELOPMENT PLAN APPROVAL EXCEPT WHERE NOTED ON THE ODP.

PERIMETER STREETS

RESPONSIBILITY FOR NORMAL R.O.W. IMPROVEMENTS SHALL BE PER SEPARATE AGREEMENT BETWEEN THE OWNER AND THE CITY OF WESTMINSTER.

LAND USES PROPOSED:

THE OWNER SHALL HAVE THE USE BY RIGHT TO CONTINUE USE OF THE PROPERTY FOR FARMING, RANCHING AND OTHER AGRICULTURAL PURPOSES, INCLUDING BY EXAMPLE AND NOT LIMITATION, THE RAISING OF CROPS AND GRAZING OF CATTLE ON THE PROPERTY. NOTWITHSTANDING THE ZONING OF THE PROPERTY, USE OF THE PROPERTY FOR AGRICULTURAL PURPOSES SHALL BE A USE BY RIGHT, PROVIDED, HOWEVER, AT SUCH TIME AS BUILDING PERMITS ARE ISSUED FOR THE DEVELOPMENT OF THE PROPERTY IN ACCORDANCE WITH THE PROPERTY'S OFFICIAL DEVELOPMENT PLAN; AT SUCH TIME BUILDING PERMITS ARE ISSUED, AGRICULTURAL USES WILL CEASE FOR THAT PORTION OF THE PROPERTY.

ALLOWABLE USES:

- COMMERCIAL RETAIL STORES
- GROCERY STORE
- PROFESSIONAL OFFICES
- CONVENTIONAL RESTAURANTS, WITHOUT DRIVE THROUGH LANES
- FAST FOOD OR DRIVE IN RESTAURANTS WITH DRIVE THROUGH LANES
- BANKS OR SAVINGS AND LOAN OFFICES WITH DRIVE THROUGH LANES
- CONVENIENCE STORES WITH GAS PUMPS AND CAR WASH
- HEALTH / ATHLETIC CLUBS
- CHILD CARE FACILITIES
- CHURCHES
- SMALL ANIMAL VETERINARY CLINICS AND HOSPITALS
- BED AND BREAKFAST OR SMALL HOTEL / MOTEL UNDER 20 GUESTS ROOMS
- MEDICAL AND DENTAL CLINICS AND OFFICES
- HEALTH AND BEAUTY SHOPS
- EXISTING USES
- RESIDENTIAL

USES NOT LISTED ARE SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF WESTMINSTER

RECOVERY COSTS:

RECOVERY COSTS WILL BE DUE AT TIME OF FINAL PLAT APPROVAL FOR ANY WATER LINE AND SEWER LINE IMPROVED BY THIS DEVELOPMENT. RECOVERIES WILL BE CALCULATED BY CITY ENGINEER.

THE DEVELOPER IS CURRENTLY WORKING WITH THE CITY OF WESTMINSTER AND DEVELOPING THEIR LEVEL OF RESPONSIBILITY/PARTICIPATION FOR RECOVERY COSTS ASSOCIATED WITH THIS PROJECT FOR SHERIDAN BLVD AND 72ND AVENUE WIDENING PROJECTS. THESE COST WILL BE DETERMINED AT THE TIME OF THE FINAL ODP SUBMITTAL AND/OR FINAL PLAT.

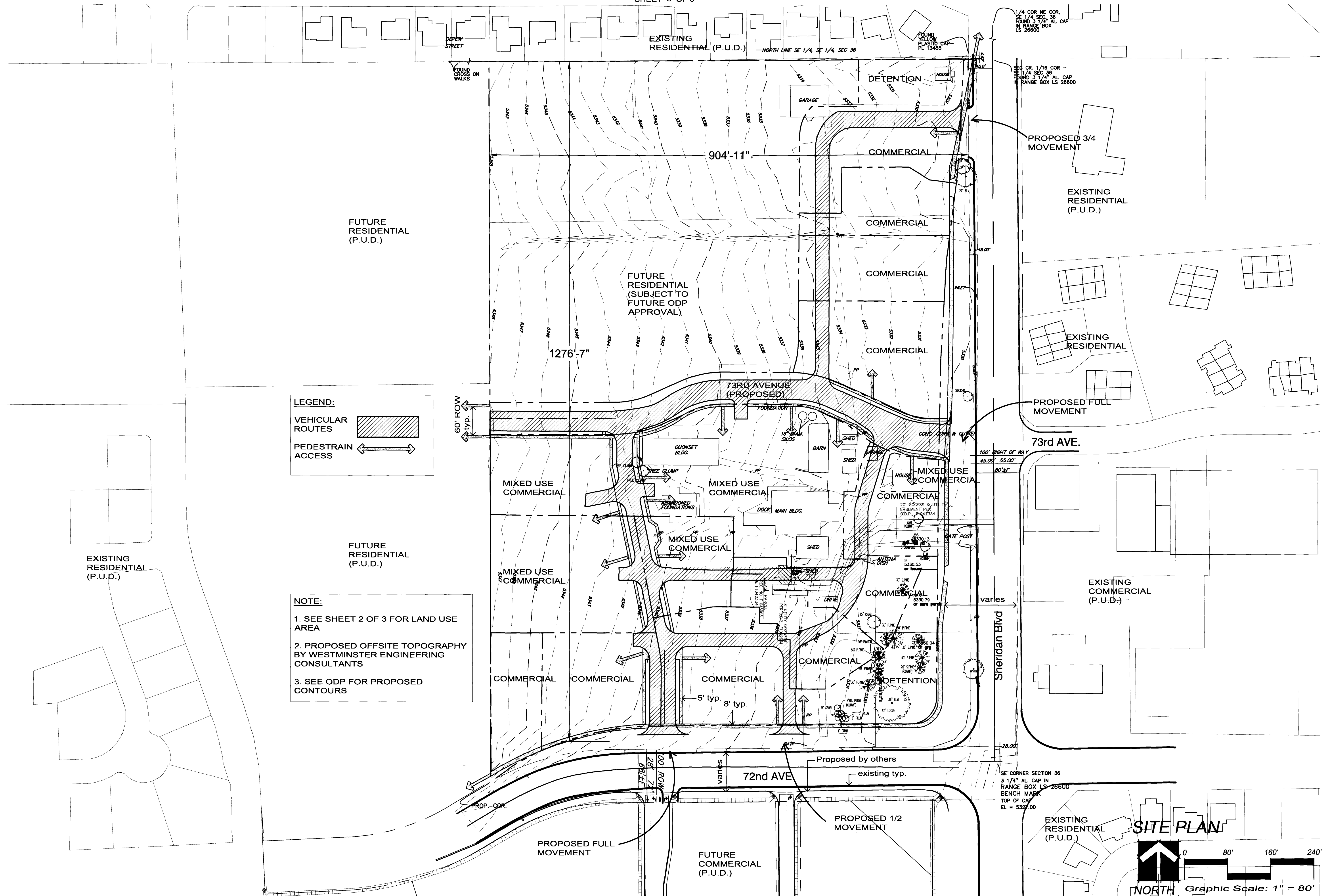
SPECIAL CONDITIONS AND RESTRICTIONS:

APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN CONSTITUTES A CONCEPT APPROVAL OF THE PLAN SUBJECT TO THE ABILITY OF THE CITY OF WESTMINSTER OR THE LAND OWNER TO PROVIDE NECESSARY SERVICES. DUE TO SERIOUS SHORT-RANGE AND LONG-RANGE LIMITATIONS ON THE RAW SUPPLY, WATER TREATMENT CAPACITY, AND SEWER TREATMENT CAPACITY OF THE CITY, DEVELOPMENT OF LAND IN ACCORDANCE WITH THIS PLAN MAY NOT BE POSSIBLE. APPROVAL OF THIS PLAN IMPLIES NO COMMITMENT OF THE CITY OF WESTMINSTER TO PROVIDE SERVICES. THE CITY OF WESTMINSTER ADVISES AGAINST DEVELOPMENT OF LAND IN ACCORDANCE WITH THIS PLAN WITHOUT A THOROUGH INVESTIGATION BY THE DEVELOPER OF THE AVAILABILITY OF WATER AND SEWER SERVICE AT THE TIME OF SUCH DEVELOPMENT.

P.U.D. QUALITY STATEMENT:

1. THE P.U.D. ZONING AND THE PROPOSED LAND USES THEREIN ARE IN CONFORMANCE WITH THE CITY'S COMPREHENSIVE LAND USE PLAN AND ALL CITY CODES, ORDINANCES, RESOLUTIONS, AND POLICIES.
2. THE P.U.D. EXHIBITS THE APPLICATION OF SOUND, CREATIVE, INNOVATIVE, AND EFFICIENT PLANNING PRINCIPLES.
3. ANY EXCEPTIONS FROM STANDARD REQUIREMENTS OR LIMITATIONS ARE WARRANTED BY VIRTUE OF DESIGN OR SPECIAL AMENITIES INCORPORATED IN THE DEVELOPMENT PROPOSAL AND ARE CLEARLY IDENTIFIED ON THE PDP.
4. THE P.U.D. IS COMPATIBLE AND HARMONIOUS WITH EXISTING PUBLIC AND PRIVATE DEVELOPMENT IN THE SURROUNDING AREA.
5. THE P.U.D. PROVIDES FOR THE PROTECTION OF THE DEVELOPMENT FROM POTENTIALLY ADVERSE INFLUENCES AND FOR THE PROTECTION OF THE SURROUNDING AREAS FROM POTENTIALLY ADVERSE INFLUENCE FROM WITHIN THE DEVELOPMENT.
6. THE P.U.D. HAS NO SIGNIFICANT ADVERSE IMPACTS UPON EXISTING OR FUTURE LAND USES NOR UPON THE FUTURE DEVELOPMENT OF THE IMMEDIATE AREA.

PRELIMINARY DEVELOPMENT PLAN -FOURTH AMENDED WITHIN
THE SHOENBERG FARM P.U.D. IN THE CITY OF WESTMINSTER,
COUNTY OF JEFFERSON, STATE OF COLORADO
SHEET 3 OF 3



LEGAL DESCRIPTION:

LOT 14A, FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL, AND
LOT 5 SHOENBERG FARMS COMMERCIAL
CITY OF WESTMINSTER, COUNTY OF JEFFERSON
STATE OF COLORADO,

TO CITY OF WESTMINSTER

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY IN WHICH IT IS BASED
WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS
FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA
AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7A, 8, 9, AND 11A OF
TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 18, 2011.

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF THE SE 1/4 OF SECTION 36, TOWNSHIP 2 SOUTH,
RANGE 69 WEST, OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF WESTMINSTER, JEFFERSON COUNTY, STATE OF COLORADO
ADDRESS PLAT

LINE TABLE					
LINE	LENGTH	BEARING			
L7	7.18	S73°15'22"W			

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	LC	LC DIR
C1	3.14	2.00	90°00'00"		S44°35'38"E
C2	24.68	19.50	72°31'36"		N54°08'34"E
C4	3.75	2.00	107°28'24"		N35°51'26"W
C5	3.57	2.50	81°51'55"		N49°28'24"E
C6	26.65	300.50	5°04'51"		S11°04'53"W
C7	48.67	180.50	15°26'59"		S21°20'48"W
C8	4.40	24.50	10°17'53"		N23°55'20"E
C9	28.58	221.00	7°24'33"		S54°48'08"E
C10	50.77	205.00	14°11'28"		N58°11'35"W
C11	62.36	147.00	24°18'19"		N77°26'28"W
C12	62.09	145.00	24°32'09"		S78°08'17"W
C13	92.96	224.00	23°46'37"		N77°45'31"E
C14	18.09	14.93	69°24'22"		S22°23'04"E
C15	41.49	43.67	54°26'24"		S42°13'41"W
C16	57.17	221.00	14°49'18"		S78°47'02"E

GENERAL NOTES:

1. BASIS OF BEARINGS FOR THIS PARCEL IS N 89°28'47" E BEING THE NORTHERLY MOST BOUNDARY LINE OF SOUTHGLENN PROMENADE FILING NO. 1 AS MONUMENTED BY A FOUND YELLOW PLASTIC CAP STAMPED "AZTEC PLS 36580 AT BOTH THE NORTHWEST CORNER AND THE NORTHEAST CORNER.
2. THE TITLE COMMITMENT REFERENCED HEREON WAS PROVIDED FOR THE LEGAL DESCRIPTION AND EASEMENTS OF RECORD.
3. UTILITIES ARE SHOWN BY UTILIZING SURFACE EVIDENCE. THE SURVEYOR OF RECORD SHALL NOT BE HELD RESPONSIBLE FOR LOCATING NON-VISIBLE INFORMATION.
4. THE FIELD WORK ON THIS SURVEY WAS COMPLETED IN JULY, 2011
5. UNDERGROUND UTILITY LINES THAT ARE SHOWN HEREON WERE SCALED IN USING ASBUILT DRAWINGS PROVIDED BY THE RESPECTIVE DISTRICTS.
6. NO BENCHMARK WAS UTILIZED ON THIS ALTA.
7. ALL MEASUREMENTS SHOWN ON THIS SURVEY ARE IN US SURVEY FEET.

ROGER KELLEY, REGISTERED LAND SURVEYOR COLORADO NO. 24667
FOR AND ON BEHALF OF BASELINE LAND SURVEYING, INC.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY
LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE
(3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY
ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED
COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE
CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(a)

TITLE POLICY NOTES:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY BASELINE LAND
SURVEYING, INC., (BLSI) TO DETERMINE OWNERSHIP OF THIS TRACT OR TO
VERIFY THE DESCRIPTION SHOWN; THE COMPATIBILITY OF THIS DESCRIPTION
WITH THAT OF ADJACENT TRACTS; NOR EASEMENTS OF RECORD. FOR ALL
INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD,
BLSI, RELIED UPON TITLE NO. 1468092, PREPARED BY CHICAGO TITLE
INSURANCE COMPANY.

THE FOLLOWING COMMENTS ARE IN REGARDS TO CHICAGO TITLE
INSURANCE COMPANY POLICY NO. 1468092 WITH AN EFFECTIVE DATE OF
DECEMBER 07, 2011. THE NUMBERS IN OUR COMMENTS CORRESPOND
TO THE NUMBERING SYSTEM USED IN SAID TITLE COMMITMENT.

SCHEDULE A

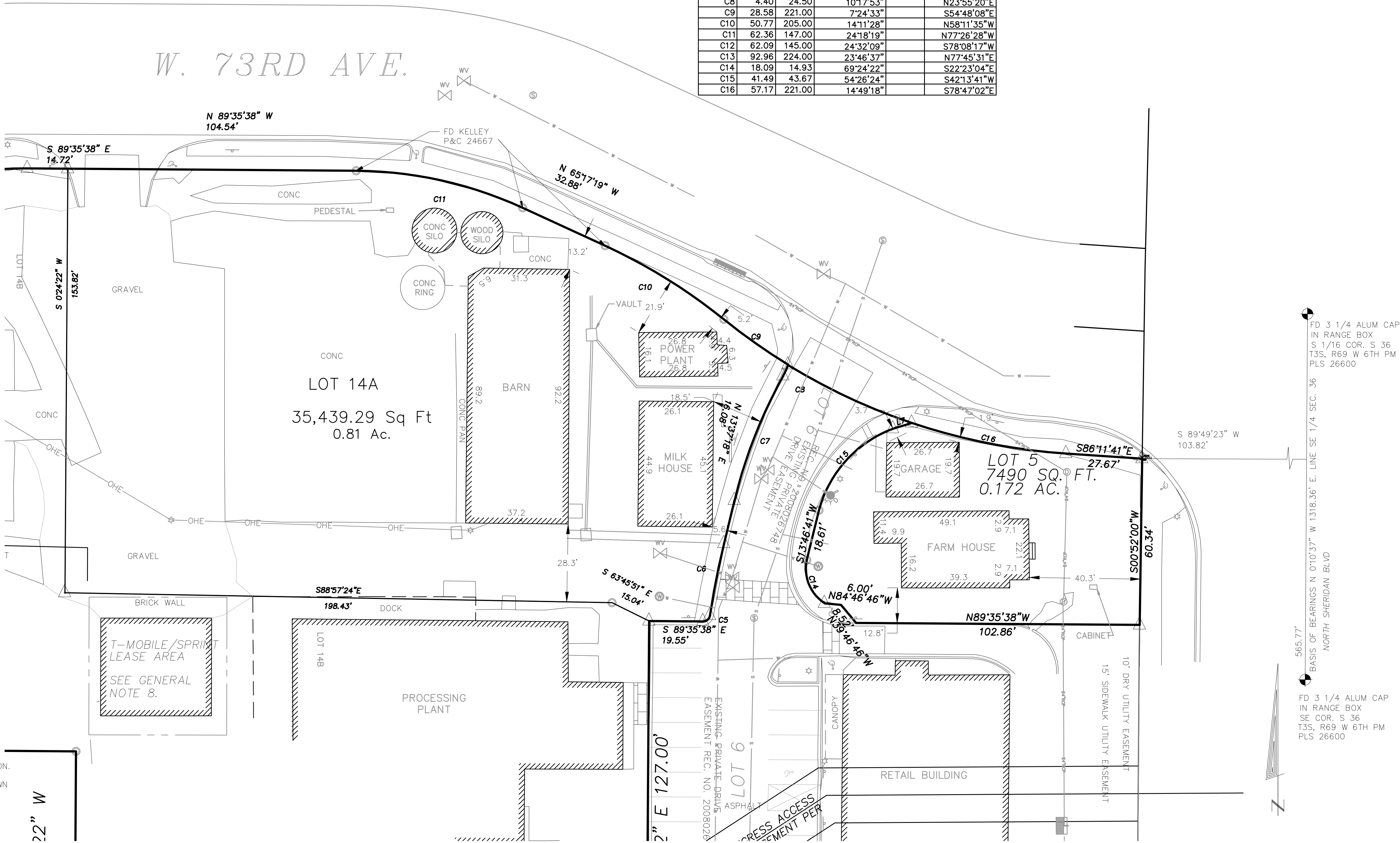
ITEM: COMMENT:
1-5 BLSI., DID NOT EXAMINE OR ADDRESS THESE ITEMS.

SCHEDULE B SECTION 1

ITEM: COMMENT:
A-G BLSI., DID NOT EXAMINE OR ADDRESS THESE ITEMS.

SCHEDULE B-2

ITEM	COMMENTS
1.	VISIBLE EVIDENCE OF RIGHTS OR CLAIMS OF PARTIES IN POSSESSION ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
2.	VISIBLE EVIDENCE OF EASEMENTS OR CLAIMS OF EASEMENTS ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
3.	VISIBLE DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA AND ENCROACHMENTS ARE SHOWN TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
4-8.	BLSI., DID NOT EXAMINE OR ADDRESS THESE ITEMS.
9.	ODP'S DO NOT GRANT EASEMENTS; NOTHING TO PLOT.
10.	THIS PRELIMINARY PLAN DOES NOT GRANT ANY EASEMENTS TO PLOT.
11.	THESE PUBLIC IMPROVEMENT AGREEMENTS DO NOT GRANT A PLOTTABLE EASEMENT.
12.	THESE TWO STORM SEWER EASEMENTS ARE EAST OF SHERIDAN; NOT SHOWN.
13.	THESE DECLARATIONS DO NOT GRANT ANY PLOTTABLE EASEMENTS.
14.	THIS RESTRICTION DOES NOT GRANT ANY PLOTTABLE EASEMENTS.
15.	THIS RESTRICTION DOES NOT GRANT ANY PLOTTABLE EASEMENTS.
16.	THIS RESTRICTION DOES NOT GRANT ANY PLOTTABLE EASEMENTS.
17.	THIS LEASE DOES NOT GRANT ANY PLOTTABLE EASEMENTS.
18.	THIS RESTRICTION DOES NOT GRANT ANY PLOTTABLE EASEMENTS.
19.	THIS AGREEMENT DOES NOT GRANT ANY PLOTTABLE EASEMENTS.
20.	EASEMENTS FROM THE PLAT OF SHOENBERG FARMS COMMERCIAL ARE SHOWN HEREON.
21.	EASEMENTS FROM THE FIRST REPLAT OF SHOENBERG FARMS COMMERCIAL ARE SHOWN HEREON.
22.	LEASES ARE NOT ADDRESSED.



BASELINE LAND
SURVEYING, INC.

PROJECT 10219
10475 Irma Dr., Units 3&4, Northglenn CO 80233 (303) 457-3964

ALL DRAWN & WRITTEN INFORMATION
SUPERSEDES ANY OTHER INFORMATION
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REPRODUCED OR PUBLISHED BY
ANY METHOD IN WHOLE OR IN PART,
WITHOUT THE WRITTEN CONSENT OF
BASELINE LAND SURVEYING, INC.
UNLESS OTHERWISE SPECIFIED, THESE PLANS
SHALL CONSTITUTE PRIMA FACIE
EVIDENCE OF THE ACCURACY OF
THESE RESTRICTIONS.
BLSI, BLSI
ALL RIGHTS RESERVED