Shoenberg Farn	n Complex Cost Esti	mate	Andrev	Shoenberg Fa Historic Structures Rej vs & Anderson Architects,	arm port PC
Description	Quantity	Unit	Cost	Total	Priority
1911 Brick Milk and Ice House					
Demolish existing concrete sidewalk	45	SV	\$5	\$225	2
Reslope & repair concrete sidewalk; 3 sides of structure	320	sf	\$3	\$800	3
Trim overgrown grasses, shrubbery, trees	Allow			\$500	3
Perimeter drain	1.10	14	¢4.0	¢0.000	1
Perimeter drain installation	140	IT If	\$16 \$14	\$2,289 \$1,960	
Backfill after drain install @ 10' deep	140	lf	\$18	\$2,520	
Structural					
Underpin foundation	10		<b>A</b> ( <b>B A</b> )	<b>0</b> / 0 <b>-</b> 0 0	1
Helical piers with underpinning brackets	13	ea	\$1,500	\$19,500	1
Helical piers with rabbit ears brackets	3	ea	\$1.500	\$4,500	
12"x36" grade beam	3	су	\$1,050	\$3,150	
Repair slab-on-grade			<b>A</b> - <b>-</b>	<b>A</b> ( <b>A A A</b>	1
Grout cracks	922	Sf br	\$1.5 \$100	\$1,383 \$4,000	1
recommend specific repairs via construction documents	40		\$100	\$4,000	
Rebuild walls & re-point joints					1
35% full rebuild (south side)	729	sf	\$24	\$17,496	
20% partial rebuild (stair step cracking)	417	sf	\$14 \$6	\$5,838 \$5,616	
Reestablish diaphragm connection	930	51	φΟ	\$5,010	1
Sill plate and anchors	50	lf	\$12	\$600	
2 workers, 3 days	48	hr	\$60	\$2,880	
Reinforce root framing Sister 100% of roof rafters	543	If	\$1	\$2 172	1
Sister 4x6 beam	15	lf	\$4 \$4	\$60	
New ridge board	25	lf	\$4	\$100	
Architectural					
Remove non-historic mortar at patch locations; restore with mortar to	400	sf	\$3	\$1 160	3
Restore decorative stickwork trim on gabled ends per historic	400	51	ψũ	φ1,100	0
photographs	Allow			\$2,000	3
Remove 2-3 layers of existing asphalt shingles & 1 layer of original	1170	of	¢11	¢10.070	1
Replace gutters and downspouts, paint	70	SI If	\$6	\$448	1
Paint all eaves and rafter tails	70	lf	\$20	\$2,500	2
Replace screen door at front and rear entries	3	ea	\$550	\$1,650	1
Restore & retain original doors	6	00	¢600	\$3.600	2
Restore original wood exterior doors at all entries	7	ea	\$600 \$600	\$3,800 \$4,200	
Windows:				+ ,	2
Remove broken glazing; replace with new	Allow			\$2,000	
Restore wood frames all windows	8 Allow		\$1,000	\$8,000 \$5,000	
Replace missing/damaged screens at double hung	Allow			\$3,000	
windows	Allow			\$3,000	
Mechanical					
Code analysis needed once adaptive re-use is determined	40	hr	\$100	\$4,000	3
Flumbling	40	br	¢100	\$4,000	
Electrical	40		\$100	\$4,000	2
Code analysis needed once adaptive re-use is determined Subtotal	40	hr	\$100	\$4,000 <b>\$134,017</b>	2
Subtotal/Construction					\$134,017
General Contractor's General Conditions @ 25%					\$33,504
General Contractor's Fee @ 15%					\$20,103
A/F Fees @ 14%					\$26,267 \$
Subtotal/Construction					\$213.891
Contingency @ 30%					\$64,167
TOTAL					\$278,058

				Shoenberg Farm	1
			Andrew	Historic Structures Repoi s & Anderson Architects. P(	n C
Shoenberg Farm	Complex Cost Estin	nate		,-	-
Description	Quantity	l Init	Cost	Total	Briority
1911 Brick Bungalow	Quantity	Unit	COSI	Total	Phoney
Site					
Demolish existing concrete sidewalk	35	sy	\$5	\$175	3
Reslope & repair concrete sidewalk; 3 sides of structure	312	sf	\$3	\$780	3
Trim overgrown grasses, shrubbery, trees	Allow			\$500	3
Perimeter drain Execution at parimeter of Bungalow @ 10' deep	140	If	¢16	¢2.200	1
Perimeter drain installation	140	II If	\$14	\$2,209 \$1,960	
Backfill after drain install @ 10' deep	140	lf	\$18	\$2,520	
Structural			ψ.c	<i><b>4</b>2,020</i>	
Underpin foundation		Ì		<u> </u>	1
Helical piers with underpinning brackets	25	ea	\$1,500	\$37,500	
Repair slab-on-grade					1
Pressure grouting	\$50	cf	\$45	\$2,250	
Grout cracks	\$855	sf	\$2	\$1,283	
Rebuild porch pilasters	\$64 \$40	st	\$33	\$2,112	1
Detailed survey and framing analysis	\$40	nr	\$100	\$4,000	1
Reinforce floor framing					1
New 6x6 posts	16	lf	\$4	\$64	
Sister 6x8 beam	18	 If	\$4	\$72	
Sister west side floor joists	168	lf	\$4	\$672	
Repair wood bearing & partition walls	36	lf	\$16	\$576	
Reinforce second floor framing	702	lf	\$4	\$2,808	1
Reinforce ceiling framing, 50%	351	lf	\$4	\$1,404	1
Reinforce roof framing, 50%	370	lf	\$4	\$1,480	1
Reinforce porch beams and reestablish anchorage	36	lf	\$6	\$216	1
Shore and reinforce porch header beam	18	IT	\$6	\$108	1
		,		<u> </u>	
Rebuild & re-point masonry waits 40% Tuck point & restore stair-step cracks and eroded mortar joints: 50% of	440	SI	\$3	\$1,320	2
exterior walls	800	sf	\$3	\$2,400	2
Remove non-historic mortar at patch locations; restore with mortar to		-	45		_
match original	400	sf	\$3	\$1,160	3
Restore decorative stickwork trim on gabled ends per historic	Allow			\$2,000	2
photographs Restore wood railing, lattice work and floor at east entrance porch	Allow	If	\$7	\$2,000 \$276	3
Remove west porch: reconstruct per historic photographs	Allow		Ψĭ	\$5,000	3
Remove 2-3 layers of existing asphalt shingles & 1 layer of original				+-,	
wood shingles. Install #1 wood cedar shingles.	1092	sf	\$11	\$12,012	1
Replace gutters and downspouts, paint	60	lf	\$6	\$384	1
Paint all eaves and rafter tails	60	lf	\$20	\$2,500	2
Masonry chimney stabilization 2 chimneys	Allow		<b>6</b>	\$500	1
Replace screen door at front and rear entries	2	ea	\$550	\$1,100 \$2,000	1
Replace wood entrance doors at west and east sides	17	ea	\$1,500 \$500	\$3,000 \$8,500	1
Windows: remove modern vinvl windows. Replace with new wood	17	ea	\$300	\$0,500	2
frame double hung operable windows	14	ea	\$1,400	\$19,600	3
Interior finishes: remove faux wood paneling at first floor	1092	sf	\$7	\$7,644	3
Repair plaster wall finishes at first floor once paneling is removed*	1092	sf	\$15	\$16,380	3
Remove carpet; restore original flooring at first floor	1092	sf	\$5	\$5,460	3
Repaint second floor plaster walls to match original	1092	sf	\$3	\$3,276	3
Restore original base cabinet and mirror cabinet Rm. 108	Allow			\$1,500	3
Mechanical				<u> </u>	
Replace all mechanical systems, piping, ductwork & parts for code	A 11			¢ 40,000	4
Plumbing	Allow			\$40,000	1
Poplace all water supply 8 yent piping for eade compliance	Allow			¢20.000	
Flectrical	Allow			\$30,000	1
Code analysis needed once adaptive re-use is determined	40	hr	\$100	\$4 000	2
Subtotal	40		\$100	\$ <b>230,780</b>	2
Subtotal/Construction			<u> </u>	<u></u>	\$230,780
General Contractor's General Conditions @ 25%					\$57,695
General Contractor's Fee @ 15%					\$34,617
Total/Construction					\$323,092
A/E Fees @ 14%					\$45,233
Subtotal/Construction					\$368,325
Contingency @ 30%					\$110,497
TOTAL					\$478,822

Shoenberg Farm

Historic Structures Report Andrews & Anderson Architects, PC

#### Shoenberg Farm Complex Cost Estimate

Description	Quantity	Unit	Cost	Total	Priority
1911 Brick Pump House	Quantity	Onit	0031	Total	Thomy
Site					
Re-grade site surrounding Pump House for proper drainage	Allow	sf	\$3	\$3,000	1
Trim overgrown grasses, shrubbery, trees	Allow	51	φυ	\$500	1
Perimeter drain	71101			φοσο	1
Excavation at perimeter of Bungalow @ 10' deep	43	lf	\$16	\$703	
Perimeter drain installation	43	 If	\$14	\$602	
Backfill after drain install @ 10' deep	43	.if	\$18	\$774	
Structural	10		ψiö	<i><b></b></i>	
Concrete retaining wall	86	lf	\$236	\$20,296	1
Rebuild walls 100%	430	 sf	\$33	\$14,190	1
5" slab-on-grade with reinforcing	350	sf	\$4	\$1.400	
Detailed survey and framing analysis: recommend specific repairs via	25	hr	\$100	\$2,500	1
Reinforce roof framing	350	lf	\$4	\$1,400	1
Reinforce ceiling framing	333	.if	\$4	\$1 332	1
Reestablish diaphragm connection	000		ΨŦ	ψ1,002	1
Sill plate and anchors	54	If	\$12	\$648	
2 workers 2 days	32	 br	\$60	\$1 920	
Architectural	52		ψοο	ψ1,020	
Re-build the north and south masonry walls with existing brick			<b>*</b> -	<b>.</b>	
Demove non historia marter et netek lagetiener restere with marter to	416	sf	\$6	\$2,496	1
Remove non-historic monar at patch locations; restore with monar to	200	of	¢o	¢970	1
match original Remove 2-3 layers of existing asphalt shingles & 1 layer of original	300	51	φο	φ070	'
wood shingles Install #1 wood cedar shingles	416	ef	¢11	\$4.576	1
Replace autters and downshouts paint	53	If	φΠ \$6	\$330	1
Paint all eaves and rafter tails	53	If	\$20	\$2,500	2
Replace exterior cellar door with new metal panel door	2	" 02	\$20 \$400	φ2,500 \$800	1
Restore original wood paneled door	1	62	\$1 500	\$1.500	1
Windows: Remove existing 6-lite windows on north and west		οu	ψ1,000	φ1,000	
elevation Remove interior window and exterior storm window	2	ea	\$500	\$1,000	1
Windows: Install new 6-lite windows at the north and west elevation	2	οu	φοσο	φ1,000	
Interior window and exterior storm to match original	2	еа	\$1,000	\$2,000	1
Interior finishes: restore lath and plaster ceiling to match original	416	sf	\$7	\$2,000	1
Mechanical	110	0.	Ψ.	φ <u>2</u> ,012	
Retain all original equipment	Allow		\$1.000	\$1.000	3
Electrical			· )	· ,	
code compliance	8	hr	\$100	\$800	1
Subtotal				\$70,058	
Subtotal/Construction					\$70,058
General Contractor's General Conditions @ 25%					\$17,515
General Contractor's Fee @ 15%					\$10,509
Total/Construction					\$98,082
A/E Fees @ 14%					\$13,731
Subtotal/Construction					\$111,813
Contingency @ 30%					\$33.544
TOTAL					\$145,357

Shoenberg Farm Historic Structures Report Andrews & Anderson Architects, PC

#### Shoenberg Farm Complex Cost Estimate

Description	Quantity	Unit	Cost	Total	Priority
1911 Two-Story Garage		•			
Site					
Demolish existing concrete pad at garage entrance	12	SV	\$5	\$60	1
Install new concrete pad at garage entrance.	12	sf	\$3	\$30	1
Trim overgrown grasses, shrubbery, trees	Allow			\$500	1
Structural					
Underpin foundation					1
Helical piers with underpinning brackets	9	ea	\$1,500	\$13,500	
OR					1
Move building	1	ea	\$11,000	\$11,000	1
New foundation					1
Helical piers with rabbit ears brackets	8	ea	\$1,500	\$12,000	
14"x36" grade beam	11.2	су	\$1,050	\$11,760	
5" slab-on-grade with reinforcing	352	ST	\$4	\$1,408	
Rebuild walls & re-point joints	170	of	¢oo	¢5.676	1
20% partial rebuild	172	5i sf	φ33 \$18	\$3,070	
60% re-point	516	sf	\$6	\$3,096	
Reestablish diaphragm connection	0.0	0.	ψũ	<i><b>\$</b>0,000</i>	1
Sill plate and anchors	40	lf	\$12	\$480	
2 workers, 2 days	32	hr	\$60	\$1,920	
Shore and reinforce garage door head					1
Steel plate or angle	16	lf	\$32	\$512	
2 workers, 1 day	16	hr	\$60	\$960	
Detailed survey and framing analysis; recommend specific repairs via	25	hr	\$100	\$2,500	1
Reinforce floor and roof framing if required	800	lf	\$4	\$3,200	1
Architectural					
Remove non-historic mortar at patch locations; restore with mortar to match	600	ef	\$3	\$1,800	2
	000	31	ΨΟ	ψ1,000	2
Restore decorative stickwork trim on gabled ends per historic photographs	Allow			\$2,000	3
Repair stucco infill at gabled ends	30	sy	\$23	\$690	2
Remove 2-3 layers of existing asphalt shingles & 1 layer of original wood		-			
shingles. Install #1 wood cedar shingles.	513	sf	\$11	\$5,643	1
Replace gutters and downspouts, paint	54	lf	\$6	\$346	1
Paint all eaves and rafter tails	100	lf	\$20	\$2,500	2
Masonry chimney stabilization 1 chimney	Allow		<b>*</b> 400	\$550	1
Remove existing garage door and track system	1	ea	\$400 \$200	\$400	1
Replace wood entrance door at apartment level	1	ea	\$200 \$550	\$200 \$550	1
Windows: restore 12-lite fixed window at east elevation and wood trim casing	I	ea	φ000	\$JJU	'
	1	еа	\$2 000	\$2,000	3
	•	cu	φ2,000	φ2,000	Ũ
Replicate 12-lite fixed window including wood trim & install at north elevation	1	ea	\$4,000	\$4,000	1
Restore three-lite aluminum casement windows; replace glazing and paint	3	ea	\$200	\$600	3
Interior finishes: repair plaster walls as necessary; paint	513	sf	\$7	\$3,591	3
Remove carpet; restore original flooring at first floor	513	sf	\$5	\$2,565	3
Repaint second floor plaster walls to match original	513	sf	\$3	\$1,539	3
Mechanical					
Code analysis needed once adaptive re-use is determined	40	hr	\$100	\$4,000	3
Plumbing					
Code analysis needed once adaptive re-use is determined	40	hr	\$100	\$4,000	3
Electrical					
Code analysis needed once adaptive re-use is determined	40	hr	\$100	\$4,000	3
Subtotal				\$112,672	
Subtotal/Construction					\$112,672
General Contractor's General Conditions @ 25%					\$28,168
General Contractor's Fee @ 15%					\$16,901
I otal/construction					\$157,740
A/E Fees @ 14%					\$22,084
Subtotal/Construction					\$179,824
Contingency @ 30%					\$53,947
IOIAL					\$233,771

Shoenberg Farm Historic Structures Report

Andrews & Anderson Architects, PC

Shoenberg Farm Complex Cost Estimate						
	Description	Quantity	Unit	Cost	Total	Priority
	1911 Wood Stave Silo					
Site						
Re-grade site a	t north and east elevations for proper drainage	1000	су	\$5	\$5,200.00	3
Remove volunt	eer trees trim overgrown grasses & shrubbery	Allow			\$700.00	3
Structural						
Excavate and e	evaluate foundation elements, repair if required					1
	Excavate, 20% of perimeter	5	bcy	\$24	\$120	
	Excavate, 100% of interior	28	bcy	\$70	\$1,960	
Survey & analy	sis of foundation elements; recommend specific repairs via construction documents	20	hr	\$100 \$1,500	\$2,000 \$6,000	
Detailed survey	relical piers with underprinning brackets, if required	4 20	ea hr	\$1,500 \$100	\$0,000 \$2,000	1
Wall assembly	and naming analysis, recommend specific repairs via construction documents	20		φ100	φ2,000	1
i raii accombiy	Re-sheath interior, 80%	1100	sf	\$4	\$3,850.0	
	Re-sheath exterior, 20%	275	sf	\$4	\$962.50	
	Sister or replace wall studs, 50%	528	lf	\$4	\$2,112	
	New anchors/holdowns	6	ea	\$81	\$486	
Cable ties						
	New cable tie	57	lf	\$3	\$142.50	
	2 workers, 2 days	32	hr	\$60	\$1,920	
Roof assembly		000	- (	<b>C</b> 4	¢4.070	1
	New or sistered framing	269	SI	\$4 \$4	\$1,076	
Architectura	New Sheathing	209	51	φ <del>4</del>	\$1,070	
Architectura						
Replace dama	ged and deteriorated exterior wood sheathing boards with in-kind material	175	sf	\$5	\$805.00	1
Scrap, sand, re-paint remaining wood sheathing boards			sf	\$5	\$125.00	1
Demolish shed	attachment				\$0.00	1
Remove remaining wood shingles at roof			sf	\$15	\$3,000.00	1
Install new spaced 1x sheathing to match original			sf	\$15	\$3,000.00	1
Install #1 cedar	shingles. Replace ventilator with new galvanized vent	200	sf	\$15	\$3.000.00	1
Windows: repla	ce wood framing members at window openings	1	ea	\$50	\$50.00	3
Install protectiv	e sheet metal panels at window openings until re-use is determined	1	ea	\$50	\$50.00	3
Mechanical						
No mechanical <b>Plumbing</b>	; further study needed for code requirement issues	20	hr	\$100	\$2,000.00	3
No plumbing; fu	urther study needed for code requirement issues	20	hr	\$100	\$2,000.00	3
Electrical		-		•	• ,	
No electrical; fu	Irther study needed for code requirement issues	20	hr	\$100	\$2,000.00	3
	Subtotal				\$45,635.00	
Subtotal/Cor	struction					\$45,635
General Co	ntractor's General Conditions @ 25%					\$11,409
General Co	ntractor's Fee @ 15%					\$6,845
Total/Constr	uction					\$63,889
A/E Fees @	14%					\$8,944
Subtotal/Con	struction					\$72,833
Contingency	/ @ 30%					\$21,850
	TOTAL					\$94,683

Shoenberg	Farm Complex Cos	st Estimate	Andrev	Shoenberg Farr Historic Structures Repo ws & Anderson Architects, F	m ort PC
Description	Quantity	Unit	Cost	Total	Priority
Circa 1950 Concrete Silo		0			
lite					
emolish existing concrete driveway	1200	sy	\$5	\$6,000	3
stall new concrete driveway to match original in size and configuration	1200	sy	\$8	\$9,600	3
rim overgrown grasses, shrubbery, trees	Allow	,		\$500	3
erimeter drain					1
Excavation at perimeter of Concrete Silo @ 3' deep	55	lf	\$16	\$880	
Perimeter drain installation	55	lf	\$14	\$770	
Backfill after drain install @ 3' deep	55	lf	\$18	\$990	
structural					
xcavate and evaluate foundation elements, repair if required					1
Excavate, 20% of perimeter	5	bcv	\$24	\$120	
Excavate, 100% of interior	15	bcv	\$94	\$1.410	
Survey & analysis of foundation elements:	20	hr	\$100	\$2.000	
recommend specific repairs via construction documents			• • •	* ,	
Helical piers with underpinning brackets, if required	6	ea	\$1.500	\$9.000	
etailed survey and framing analysis:	30	hr	\$100	\$3.000	1
recommend specific repairs via construction documents			• • •	* - ,	
Vall repairs					1
4" thick 'Shotcrete' with WWF, assume full height	2262	sf	\$12	\$27,144	
Tension elements	6	ea	\$324	\$1,944	
Fill cracks	754	sf	\$2	\$1,508	
New anchors/holdowns	6	ea	\$162	\$972	
nspect hoop ties					1
2 workers, 1 day	16	hr	\$60	\$960	
rchitectural					
stall new gutter and downspout system at roof edge	60	lf	\$10	\$600	1
eplace missing section of domed roof with heavy guage galvanized sheet metal	50	sf	\$10	\$500	1
eplace missing wood panels at window openings	14	ea	\$100	\$1,400	2
Achanical			<b>\$100</b>	<i><b>Q</b></i> 1,100	_
ade analysis needed once adaptive reuse is determined	40	br	\$100	\$4,000	3
Numbing	40		φιου	φ4,000	5
	10		<b>\$100</b>	<b>#</b> 1.000	
ode analysis needed once adaptive re-use is determined	40	nr	\$100	\$4,000	2
liectrical					
code analysis needed once adaptive re-use is determined	40	hr	\$100	\$4,000	2
Subtotal				\$81,298	
Subtotal/Construction					\$81,298
General Contractor's General Conditions @ 25%					\$20,325
General Contractor's Fee @ 15%					\$12,195
otal/Construction					\$113,817
A/E Fees @ 14%					\$15,934
Subtotal/Construction					\$129,752
Contingency @ 30%					\$38.925
TOTAL					\$168,677

#### 2008026748 03/21/2008 10:03:06 AM PGS 24 \$121.00 DF \$0 Electronically Recorded Jefferson County CO Pam Anderson, Clerk and Recorder TD1000 N

#### DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS [SHOENBERG FARMS COMMERCIAL CENTER, LOTS 5-14]

THIS DECLARATION is made as of the <u>20</u><sup>th</sup> day of <u>10 ruary</u>, 2008, by JERRY J. TEPPER, DEBRA E. TEPPER, and TEPPER PARTNERS LLC, a Colorado limited liability company (collectively, "Declarant").

1. Purpose of Declaration. Declarant is the owner of certain real property commonly known as "Shoenberg Farms Commercial" located in the City of Westminster, Colorado (the "City") more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"). A final Official Development Plan has been recorded in the public records Office of the Clerk and Recorder of Jefferson County, Colorado (the "Records") on July 20, 2007 as Reception No. 2007084395 (as the same may be amended in the future with the approval of the City, the "ODP") and requires that the Property be developed as an integrated project with interior driveways, parking areas, landscaped areas and water detention areas. Declarant has executed this Declaration to establish appropriate reciprocal easements and covenants for use and maintenance of such driveways, parking areas, landscaped areas and detention areas, as well as certain other rights and obligations relating to the Property. Declarant has recorded a Final Plat in the Records on December 20, 2007 as Reception No. 2007138732 (as the same may be amended in the future with the approval of the City, the "Plat").

2. Definitions. Unless otherwise indicated, capitalized terms used in this Declaration shall have the meanings set forth below.

- (a) "Access Drive" shall mean "Private Drive 'A'," "Private Drive 'C" and "Private Drive 'D" as depicted on the map attached hereto as <u>Exhibit C</u> (the "Map"), and related driveway improvements, paving, curbing, entrances and exits, as depicted on the Map.
- (b) "Authorized Person" shall mean each Owner, the tenants, subtenants and concessionaires of any portion of the Property, and their respective customers, licensees, invitees, employees, permittees and agents.
- (c) "Common Areas" shall mean all portions of the Property which are identified on the Map as "Private Drive 'A'," "Private Drive 'C'," "Private Drive 'D'," "Detention Pond Lot 8," "Future Detention Pond Lot 12," the parking areas, and the "Proposed Monument Sign" on Lot 8 and Lot 9, together with any other facilities made available from time to time by any Owner, for the general use and convenience of all Authorized Persons, such as parking areas, service areas, exits, entrances, sidewalks, landscaping (other than an Owner's landscaping), exterior lighting, common monument, directional or other signs, incidental and interior driveways, and similar areas, but shall not include buildings and loading areas. Common Areas shall also include any portions of the Property used or reserved for a special purpose in accordance with approval of development of the Property by the City, such as landscape buffers and Detention Areas.
- (d) "Declarant" shall mean the named Declarant in this Declaration, its successor or assigns, provided that Declarant's rights hereunder shall be assigned only by a written instrument executed by the then current Declarant and recorded in the Records. Upon the expiration of the Period of Declarant Control, there shall be no Declarant under this Declaration, but this Declaration shall continue in full force and effect in accordance with the terms hereof.
- (e) "Detention Areas" shall mean collectively, the Lot 8 Detention Area and the Lot 12 Detention Area.

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viending, retarn to: 8480 East Orchard Road Suille 6900 Greenwood Village, CO 80111

F219022

**EXCEPTION NO.** 

- (f) "Environmental Laws" shall mean all present and future federal, state and local laws, ordinances, rules, regulations, decisions and other requirements of governmental authorities relating specifically to any Hazardous Material or generally to the environment.
- (g) "Farm Lots" shall mean Lot 5 and Lot 14 as shown on the Plat.
- (h) "Hazardous Material" shall mean any material or substance which is defined as hazardous or toxic under any Environmental Law or which, because of toxicity, corrosivity, reactivity, ignitability, carcinogenicity, magnification or concentration within biologic chains, presents a demonstrated threat to biologic processes when discharged into the environment.
- (i) "Lot" shall mean each separate legally subdivided portion of the Property as shown on the Plat.
- (j) "Lot 8 Detention Area" shall mean that portion of the Property designated as the "Detention Pond Lot 8" on the Map, together with any off-site areas, used for control or detention of water.
- (k) "Lot 12 Detention Area" shall mean that portion of the Property designated as the "Future Detention Pond Lot 12" on the Map, together with any off-site areas, used for control or detention of water.
- (l) "Occupant" shall mean the Owner of a Lot and any other person who owns or is in exclusive legal possession of all or any portion of a Lot or any separately demised portion of the improvements on any Lot, including without limitation, tenants and lessees, and their leasehold mortgagees.
- (m) "Owner" shall mean each person or entity that owns fee simple title to a Lot, including Declarant, and the mortgagee of any such person or entity.
- (n) "Parking Lots" shall mean the parking areas on each Lot which shall be sufficient to satisfy independently all the parking requirements of the City applicable to the existing or intended use of such Lot, provided that Lot Owners shall not be precluded from entering into separate agreements or licenses for cross-parking as between such Lots as are owned by the parites to such agreements or licenses.
- (0) "Period of Declarant Control" shall mean for so long as Declarant owns or holds option rights to any Lot or a portion of the Property.
- (p) "Proportionate Share" for each Lot shall equal a fraction, the numerator of which is the square footage of the applicable Lot (exclusive of any Right of Way and ROW Landscape Area and the Detention Area located on such Lot) divided by the square footage of all Lots (exclusive of any Right of Way and ROW Landscape Area and the Detention Area) that are obligated to pay a share of Maintenance Costs, Detention Area Costs, or any other costs payable under this Declaration. Attached hereto as <u>Exhibit D</u> is the schedule of each Lot's Proportionate Share. <u>Exhibit D</u> may be amended or modified to the extent that the square footage of any Lot is modified by an amendment of the Plat.
- (q) "ROW Landscape Area" shall mean those areas as shown on the ODP which are located in a right of way, contiguous to a Lot, between the property line of the applicable Lot and the back of the curb for said right of way.
- (r) "Right of Way" shall mean those areas shown on the ODP which are to be used as a right of way.

3. Traffic and Use Easements. Declarant hereby establishes and declares the following traffic easements over and across the Common Areas (the "Traffic and Use Easements") for the benefit of each Lot:

- nonexclusive casements for the purpose of pedestrian traffic of Authorized Persons over such portions of the Common Areas as may now or hereafter be improved and utilized as pedestrian walkways;
- (b) nonexclusive easements for the purpose of the driving and parking of bicycles and motor vehicles by any Authorized Person on those portions of the Common Areas, including, without limitation, the Access Road, which are improved now or in the future for such purposes, provided, however, that the parking areas on each Lot shall be sufficient to satisfy independently all the parking requirements of the City applicable to the existing or intended use of such Lot, and further provided that in no event shall any of the non-Farm Lots be available for parking purposes to serve the Farm Lots; and
- (c) nonexclusive easements over such portions of the Common Areas as may now or hereafter be improved and utilized as driveways for the purpose of furnishing access between the driveways and parking areas of any portion of the Property and the public streets and rights-of-ways abutting the Property from time to time; and
- (d) nonexclusive easements for the purpose of constructing, renovating, maintaining, repairing or remodeling the improvements on any Lot, including grading, balancing and compaction of soils and other sitework materials, reconstruction, storage of supplies and materials, installation, replacement, modification, care and maintenance, provided that (i) use of any other Lot for such purposes is reasonably necessary, is diligently prosecuted in accordance with sound construction practices and does not unreasonably interfere with the use of such other Lot or any improvements thereon, (ii) no materials or supplies shall be stored, and no staging shall be permitted, on any Lot except for the Lot on which such work is being performed, (iii) such work shall be diligently prosecuted in accordance with, sound construction practices and shall not unreasonably interfere with the use of any other Lot or any improvements thereon, and (iv) any damage to improvements on another Lot or in the Common Areas is immediately repaired, and all construction debris is immediately removed, by the Owner performing such construction activities at such Owner's sole cost and expense.

The Traffic and Use Easements shall include easements for the construction and use of structures and other improvements in accordance with the ODP to facilitate use of the Common Areas for the purposes set forth above. The Traffic and Use Easements are limited to purposes connected with or incidental to usual and customary use being made of any portion of the Property by an Authorized Person. No Owner, Occupant or Authorized Person shall cause or permit the construction, placement or installation of any barricade or other divider for the purpose of prohibiting or discouraging the free and uninterrupted flow of vehicular or pedestrian traffic over the Common Areas, except any temporary barriers as may be necessary or advisable from time to time to avoid the possibility of dedicating any such areas for public use or creating prescriptive rights therein.

#### 4. Detention Areas; Utility and Service Easements.

(a) Declarant hereby establishes and declares the following easements for the benefit of each Lot: (i) a nonexclusive easement over and across the Common Areas for the flow of a reasonable volume of surface water consistent with the master drainage plan for the Property, and (ii) a perpetual, non-exclusive easement on, over and across the Lot 8 Detention Area, and if

applicable, the Lot 12 Detention Area, for the purpose of collection and detention of surface water drainage from the Property.

- (b) Each Owner shall cooperate in the granting of appropriate easements for the installation, repair and replacement of storm drains, sewers, utilities and other services necessary for the orderly development and operation of the Property ("Utility Facilities"). Utility Facilities shall not be installed outside of dedicated easement areas and rights-of-way shown on any recorded plat unless the Owners of the affected Lots consent in writing to such installation in the form of an easement executed by such Owners and recorded in the Records, which consent shall not be unreasonably conditioned, delayed or withheld. All installation of Utility Facilities shall be conducted at such times of the day, week and year as to minimize interference with normal business operations of the Occupants. The Owner performing any such installation shall indemnify and defend the Occupants of affected Lots against all claims and expenses relating to such work. Each Owner shall have the right, at any time and from time to time, to relocate any Utility Facilities located on such Owner's Lot on the following conditions: (i) such right of relocation may be exercised only after 30 days' prior written notice of intention to relocate has been given to all Owners using the Utilities Facilities to be relocated; (ii) such relocation shall not unreasonably interrupt utility service to any other Lot; (iii) such relocation shall not reduce or unreasonably impair the usefulness or function of the relocated Utility Facilities; (iv) all costs of such relocation shall be borne by the Owner relocating the Utility Facilities; and (v) any such relocation shall be approved by the City or any other governmental authority having jurisdiction. The Owner shall perform all such installation, maintenance and relocation of any Utility Facilities to the applicable standards of the City and shall, upon completion of such work, substantially restore the surface of the affected area to its condition prior to such work consistent with such standards.
- (c) Declarant hereby establishes and declares an exclusive easement for the benefit of the Owners and Occupants of Lots 6, 7 and 8 for a shared trash and refuse collection enclosure located as shown on the ODP.,

#### 5. Construction of Improvements.

- (a) Development of the Property requires that the Common Areas be improved for their intended purposes. All Common Areas shall be constructed in accordance with the applicable standards of the City. After initial construction, (i) the Access Drives and corresponding curb cuts shown on the Map ("No Change Areas") may not be materially altered or changed in a manner that materially or adversely affects the rights of the parties hereunder without the unanimous consent of the Owners, and (ii) the other Common Areas on any Lot may not thereafter be relocated or materially altered in a manner that materially or adversely affects the rights of the parties hereunder without the prior written approval of Declarant during the Period of Declarant Control, and thereafter, by Owners with an aggregate Proportionate Share greater than 50%, which approval shall not be unreasonably withheld or delayed.
- (b) Each building constructed on the Property shall be consistent with all requirements of the ODP and applicable standards of the City. Once a building is constructed on a Lot in compliance with this Declaration, such improvements may be modified without the prior written consent of Declarant during the Period of Declarant Control, and thereafter, of the other Owners, provided such modifications are constructed to applicable standards of the City.

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#### 6. Maintenance of Common Areas by Lot Owners.

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Each Owner shall maintain and keep in a clean and orderly condition and in compliance with all applicable laws, rules, regulations and ordinances of the City and any other applicable governmental authority, (x) all of the Common Area on its Lot, including the maintenance, repair and replacement of the Parking Lots, the Access Drive, and all roads, driveways, walkways, sidewalks, parking areas, drainage facilities, retention ponds, structures, utility lines, pipes, plumbing, wires, conduits, plantings, landscaping and other improvements constructed, installed or planted within the Common Areas and (y) to the extent not maintained by the City or the Maintenance Director (as defined below), all of the areas on its Lot situated in a ROW Landscape Area. The obligation of each Owner hereunder shall include, but shall not be limited to the following:

> i. maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas, and maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability;

> ii. removing all debris, snow, ice, filth and refuse, and thoroughly sweeping the areas to the extent reasonably necessary to keep said areas in a neat, clean and orderly condition;

iii. placing, keeping in repair, and replacing any necessary and appropriate directional signs, striping markers and lines;

iv. placing, operating, keeping in repair, and replacing when necessary such artificial lighting such that each Lot shall be adequately lit to provide a safe and pleasant environment during business hours and for one-half hour after the close of business in the evening, provided that all such lighting for parking areas and drive lanes shall conform to the lighting requirements set forth in the ODP;

v. maintaining any perimeter walls, sidewalks, storm drains, utility lines and sewers in good condition and state of repair;

vi. maintaining all landscaped areas, making such replacements of trees, shrubs, plants and other landscaping as is necessary, and keeping said areas at all times adequately weeded, fertilized and watered;

vii. paying all taxes and assessments applicable to the Common Areas on its Lot, including taxes for the portion of the Access Drive and Detention Area on a particular Owner's Lot.

(b) Any such maintenance or repair activities shall be performed in a manner consistent with similar commercial developments in the Westminster, Colorado area and in such a manner as to not disrupt during normal business hours any Owner's or Authorized Person's business operations or the use and enjoyment of its Lot.

#### 7. Maintenance of Access Drive, ROW Landscape Area and Detention Areas.

(a) The Owner of Lot 8 is hereby appointed as the Maintenance Director. The Maintenance Director will have responsibility to (a) maintain, operate, repair and replace the Access Drive, including snow and ice removal, (b) irrigate and landscape the ROW Landscape Area, (c) operate, repair and maintain the Lot 8 Detention Area pursuant to Section 8 below, and (d) operate, repair and

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(a)

maintain the Public Art Fixture pursuant to <u>Section 10</u>. The obligation of Maintenance Director hereunder shall include, but shall not be limited to, the following:

i. maintaining the surfaces of the Access Drive after installation by the applicable Owner at such grades and levels that they may be used and enjoyed as contiguous and homogeneous driveway, and maintaining the surfaces in a level, smooth and evenlycovered condition with the type of surfacing material originally installed or of similar quality, use and durability;

ii. removing all debris, snow, ice, filth and refuse from the Access Drive and intermittently sweeping the Access Drive to the extent reasonably necessary to keep the Access Drive in a neat, clean and orderly condition;

iii. keeping in repair, and replacing any necessary and appropriate directional signs, striping markers and lines within the Access Drive; and

iv. irrigating and maintaining the ROW Landscape Area after installation of landscaping thereon.

- (b) Declarant hereby establishes a non-exclusive easement for the benefit of the Maintenance Director on and over affected portions of the Property for the purpose of effecting such maintenance.
- (c) Any such maintenance or repair activities shall be performed in a manner consistent with similar commercial developments in the City of Westminster, Colorado area and in such a manner as to not disrupt during normal business hours any Owner's or Anthorized Person's business operations or the use and enjoyment of its Lot.
- (d) Maintenance Director shall be permitted to employ the services of a third party management company ("Management Company") to perform Maintenance Director's obligations hereunder. In connection therewith, Maintenance Director may include within Maintenance Costs (as defined below) a commercially reasonable, market management fee.
- (e) All reasonable costs and expenses incurred by the Maintenance Director to perform its obligations, including without limitation, the Lot 8 Detention Area Costs, under this Agreement shall be referred to as "Maintenance Costs". The Maintenance Director shall be permitted to assess each Owner for its Proportionate Share of the Maintenance Costs incurred by the Maintenance Director.
- (f) The Maintenance Director shall distribute to the Owners annually the "Proposed Budget" for performing Maintenance Director's obligations hereunder for the Maintenance Costs, the Lot 8 Detention Area Costs (including the cost of the insurance required to be maintained by Maintenance Director). The Proposed Budget shall be subject to the approval of the Owners (which shall not be unreasonably withheld or delayed, and which shall be deemed given by any Owner which does not submit any objections to the Maintenance Director in writing within ten days after receipt of the Proposed Budget). Approval by Owners with an aggregate Proportionate Share greater than 50% shall be sufficient to approve the Proposed Budget, and thereafter the approved Proposed Budget shall be referred to as the "Budget."
- (g) The Maintenance Director shall, as soon as practical after the end of each calendar year, prepare and submit to each Owner the total actual Maintenance Costs incurred by the Maintenance

Director for the calendar year just expired, a schedule showing each Proportionate Share of the Maintenance Costs for such calendar year and the amounts paid by the applicable Owner for such calendar year ("Reconciliation"). If the Reconciliation shows that an Owner has overpaid for the applicable year, such amounts shall be used to offset any past due amounts owing by that Owner and any amounts to be paid by such Owner in the next year.

- (h) Each Proportionate Share of the Maintenance Costs as shown in the Budget shall be paid monthly (or at such other intervals as reasonably determined by the Maintenance Director, but not more infrequently than quarterly), in advance, based on the Budget. Should the Maintenance Director change the period for payment, the Maintenance Director shall notify all Owners in writing. Any Owner who does not pay such Proportionate Share of the Maintenance Costs within 30 days after the date due shall also pay a late charge equal to \$250 or 5% of the amount unpaid (whichever is greater).
- (i) No Owner shall be responsible for Maintenance Costs until construction of initial improvements on such Owner's Lot is commenced, as evidenced by the issuance by the City of a permit specific to such Lot (each a "Trigger Permit"). For the non-Farm Lots, the Trigger Permit shall be a permit for improvements (other than grading or overall site improvements) to be constructed on each such Lot. For the Farm Lots, the Trigger Permit shall be a demolition permit, site improvement or grading permit or any permit for any construction, demolition or improvements on portion of the Farm Lots or any future plat or subdivision of the Farm Lots. The "Initial Building Area" shall include Lots 5, 6, 7 and 8 as shown on the Plat. The aggregate square footage of the Initial Building Area (exclusive of any Right of Way, ROW Landscape Area or Detention Area located on any such Lots) shall be the denominator in calculating the initial Proportionate Share for each of the Lots in the Initial Building Area. In the event a Lot becomes obligated to commence paying a Proportionate Share of Maintenance Costs at a time other than on January 1, the Maintenance Director shall take this into account in determining the amounts payable by the Owners.

#### 8. Ownership of Detention Areas and Assessments for Detention Areas.

- (a) The Owner of Lot 8 shall be the Owner of the Lot 8 Detention Area, and in its capacity as the Maintenance Director, it shall operate, repair and maintain the Lot 8 Detention Area in good, clean, and safe condition in compliance with applicable laws, rules, regulations and ordinances of the City and any other applicable governmental authority, shall obtain and maintain liability insurance with respect to the Lot 8 Detention Area, and shall be responsible for the costs and expenses associated with the ownership, repair and maintenance of the Lot 8 Detention Area, including without limitation, irrigation and landscaping of the Lot 8 Detention Area. The Maintenance Director shall be permitted to assess each other Owner for its Proportionate Share of the reasonable costs, and expenses (including insurance and taxes) incurred by the Maintenance Director in the ownership (taxes and insurance, but not acquisition costs), operation, and maintenance of the Lot 8 Detention Area. Such costs shall be referred to herein as the "Lot 8 Detention Area Costs". Each Owner shall reimburse the Maintenance Director its Proportionate Share of the Lot 8 Detention Area Costs included in the Budget (including, without limitation, commercially reasonable (market rate) management fee to be charged by the Maintenance Director), in accordance with the payment of Maintenance Costs as set forth in Section 7.
- (b) To the extent required as a result of the development of the Lots and in accordance with the ODP, there may be a detention pond on Lot 12 to be used for the Lot 12 Detention Area. In the event the Lot 12 Detention Area is employed as a detention area, then the Owner of Lot 12 shall be the Owner of the Lot 12 Detention Area, and shall act as the "Lot 12 Detention Area Manager." In

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its capacity as the Lot 12 Detention Area Manager, it shall operate, repair and maintain the Lot 12 Detention Area in good, clean, and safe condition in compliance with applicable laws, rules, regulations and ordinances of the City and any other applicable governmental authority, shall obtain and maintain liability insurance with respect to the Lot 12 Detention Area, and shall be responsible for the costs and expenses associated with the ownership (taxes and insurance, but not acquisition costs), repair and maintenance of the Lot 12 Detention Area, including without limitation, irrigation and landscaping of the Lot 12 Detention Area. The Lot 12 Detention Area Manager shall be permitted to collect reimbursement of the reasonable costs, and expenses (including insurance and taxes) incurred by the Lot 12 Detention Area Manager in the ownership (taxes and insurance, but not acquisition costs), operation, and maintenance of the Lot 12 Detention Area. Such costs shall be referred to herein as the "Lot 12 Detention Area Costs." The Lot 12 Detention Manager shall be permitted to collect such reimbursement of the Lot 12 Detention Area Costs by electing, in its sole discretion, to either: (i) assess each other Owner for its Proportionate Share of the Lot 12 Detention Area Costs (including, without limitation, a commercially reasonable (market rate) management fee to be charged by the Lot 12 Detention Area Manager); or (ii) provide the Maintenance Director with an accounting of the Lot 12 Detention Area Costs in order that the Lot 12 Detention Area Costs shall be included with the Maintenance Costs and the Budget, and the Owner of Lot 12 shall receive a credit against its Proportionate Share of the Maintenance Costs equal to Lot 12's Proportionate Share of the Lot 12 Detention Area Costs. In the event that the Lot 12 Detention Area Manager elects to seek reimbursement directly from each Owner, then each Owner shall reimburse the Lot 12 Detention Area Manager for such Owner's Proportionate Share of the Lot 12 Detention Area Costs.

#### 9. Ownership, Use and Operation of Monument Signs.

#### (a) Monument Sign A.

i. The ODP allows Declarant to construct a monument sign on the Property (the "Lot 8 Sign") on Lot 8. During the Period of Declarant Control, Declarant shall have the right to assign signage rights on the Lot 8 Sign. After the Period of Declarant Control, the Owner of Lot 8 shall act as the Lot 8 Sign manager (the "Lot 8 Sign Manager"). As consideration for its role as the Lot 8 Sign Manager, the Owner or one of the Occupants of Lot 8 shall have the right to use one of the panels on Lot 8 Sign, provided that the Lot 8 Sign Manager shall pay for one-sixth of the costs of construction of the Lot 8 Sign. Declarant shall retain the right to any reimbursement from other Owners for construction of the Lot 8 Sign by Occupants other than the Lot 8 Sign Manager. To the extent that Declarant has not assigned a certain space on the Lot 8 Sign panels are available at that time, the Lot 8 Sign Manager shall have the right to make such space allocation for use by any Occupant or the owner of other property within the Shoenberg Farms development.

ii. Unless otherwise agreed by all Owners as evidenced by an amendment hereto, the Lot 8 Sign Manager shall: (i) own the Lot 8 Sign, (ii) operate, repair and maintain the Lot 8 Sign in good, clean, and safe condition in compliance with the ODP, the applicable laws, rules, regulations and ordinances of the City and any other governmental authority, (iii) provide electricity (the Lot 8 Sign shall be separately metered) and landscaping for the Lot 8 Sign; (iv) obtain and maintain liability insurance with respect to the Lot 8 Sign, and (v) be responsible for the costs and expenses associated with the ownership, operation, repair and maintenance of the Lot 8 Sign.

#### (b) Monument Sign B.

i. The ODP allows Declarant to construct a monument sign on the Property (the "Lot 9 Sign") on Lot 9. During the Period of Declarant Control, Declarant shall have the right to assign signage rights on the Lot 9 Sign. After the Period of Declarant Control, the Owner of Lot 9 shall act as the Lot 9 Sign manager (the "Lot 9 Sign Manager"). As consideration for its role as the Lot 9 Sign Manager, the Owner or one of the Occupants of Lot 9 shall have the right to use one of the panels on Lot 9 Sign, provided that the Lot 9 Sign Manager shall pay for one-sixth of the costs of construction of the Lot 9 Sign. Declarant shall retain the right to any reimbursement from other Owners for construction of the Lot 9 Sign by Occupants other than the Lot 9 Sign Manager. To the extent that Declarant has not assigned a certain space on the Lot 9 Sign panels are available at that time, the Lot 9 Sign Manager shall have the right to make such space allocation for use by any Occupant or the owner of other property within Shoenberg Farms development.

ii. Unless otherwise agreed by all Owners as evidenced by an amendment hereto, the Lot 9 Sign Manager shall: (i) own the Lot 9 Sign, (ii) operate, repair and maintain the Lot 9 Sign in good, clean, and safe condition in compliance with the ODP, the applicable laws, rules, regulations and ordinances of the City and any other governmental authority, (iii) provide electricity (the Lot 9 Sign will be separately metered) and landscaping for the Lot 9 Sign; (iv) obtain and maintain liability insurance with respect to the Lot 9 Sign, and (v) be responsible for the costs and expenses associated with the ownership, operation, repair and maintenance of the Lot 9 Sign.

10. Ownership and Maintenance of Public Art. Under the terms of the ODP, Declarant has agreed to install a work of public art on Lot 8 (the "Public Art Fixture"). Upon completion of installation of the Public Art Fixture, it shall be dedicated to the City of Westminster. The Maintenance Director shall operate, repair and maintain the Public Art Fixture in good, clean, and safe condition in compliance with applicable laws, rules, regulations and ordinances of the City and any other applicable governmental authority, shall obtain and maintain liability insurance with respect to the Public Art Fixture, and shall be responsible for the costs and expenses associated with the operation, repair and maintenance of the Public Art Fixture, including without limitation, irrigation and landscaping of the Public Art Fixture, but shall not be responsible for the costs of acquiring the Public Art Fixture.

11. Exterior Maintenance by Owners. Each Owner shall maintain its Lot, together with the exterior of all improvements thereon, in a condition similar to other similar commercial developments in the City of Westminster, Colorado area. Specifically, each Owner shall perform regular maintenance on its Lot and the exterior of all improvements thereon in order to keep its Lot and improvements thereon in a safe condition, to preserve the original improved condition and appearance thereof, and to keep the Lot and improvements thereon in good working order and repair. Each Owner shall make diligent efforts to prevent and promptly correct any unclean or unsightly condition on its Lot. Each Owner shall comply with all applicable laws, rules, regulations, ordinances and requirements of all public authorities applicable to its Lot.

12. Taxes. Each Owner shall pay, or cause to be paid, all real and personal property taxes and assessments levied against its Lot, prior to delinquency, directly to the appropriate taxing authority, and (if requested by an Owner) provide evidence of such payment to such requesting Owner promptly after request. If any Owner fails to pay such taxes and assessments in full prior to delinquency, and the taxing authority lists the tax lien against such Owner's Lot for sale, any other Owner may pay such delinquent

taxes, including penalties and interest, and the nonpaying Owner shall repay to the paying Owner the total amount so paid upon demand.

#### 13. Restrictions on Use.

- (a) No Lot shall be used for any purpose that might be considered a public or private nuisance, including any use which produces excessive noise, odor, airborne dust or dirt, or unusual fire or explosive hazard, except that a retail motor fuels facility may be operated on Lot 10.
- (b) No Lot shall be used for any of the following purposes whatsoever:

i. any business deriving more than 50% of its annual gross revenue from the sale of alcoholic beverages for on-premises consumption;

ii. an adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so-called "sex toys" or similar items or providing adult type entertainment or activities including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts), provided that the foregoing shall not prohibit the sale of Maxim, Cosmopolitan and other 'adult-theme' magazines and other materials;

- iii. a massage parlor (except for state-licensed massage therapists);
- iv. a mortuary, crematorium or funeral home;
- v. a mobile home or trailer court, labor camp, junkyard or stockyard;

vi. a land fill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage;

- vii. a telephone call center;
- viii. a gambling establishment or betting parlor; or

ix. an assembling, manufacturing, industrial, distilling, refining or smelting facility, except that this restriction shall not be applied to culinary, arts or craft studios less than 3,000 square feet in size.

(c) Declarant shall have the right to grant exclusive or restrictive uses to Owners and or Occupants for the benefit of a specific Lot, with such benefited Lot and the corresponding burdened Lots to be identified in the future by Declarant in a Declaration of Restrictive Use which shall be recorded in the Records and operate as a supplement to this Declaration.

#### 14. Environmental Matters.

(a) Except as provided in Section 14(b) below, no Owner or other Occupant shall release, generate, use, store, dump, transport, handle or dispose of any Hazardous Material on the Property, or otherwise permit the presence on the Property of any Hazardous Material except in accordance with all Environmental Laws. Each Owner shall immediately notify the other Owners of any release of Hazardous Materials on or about the Property which such Owner knows of or believes

to have occurred, including any claims made or threatened by any third party relating to any purported release of Hazardous Materials, and shall promptly provide to all other Owners a copy of (i) any inquiry, notice of investigation or notice of violation or potential or alleged violation of any Environmental Laws, (ii) any enforcement, cleanup or removal order, or (iii) any other governmental or regulatory actions instituted or threatened in regard to any portion of the Property.

- (b) Notwithstanding anything contained in this <u>Section 14</u> to the contrary, any Occupant may (i) use products containing Hazardous Materials and equipment fueled by or containing Hazardous Materials on or about the Property to the extent that such products and equipment are incidental to the normal operations of vehicles, or (ii) merchandise properly packaged products such as paints, oils, solvents, sealers, adhesives and finishes, camping fuel, motor oils and petroleum products, fertilizers, insecticides and rodent poisons and the like which may contain Hazardous Materials, provided that such use or merchandizing shall comply with Environmental Laws, or (iii) use products containing Hazardous Materials that are customarily used by such Occupant in cleaning and maintaining its premises so long as such products shall comply with Environmental Laws; or (iv) operate a retail motor fuels facility on Lot 10.
- (c) In the event that Hazardous Materials are released within any Lot in violation of any Environmental Laws and such release occurred as a direct or indirect result of an Occupant's use, handling, storage or transportation of such Hazardous Material, such Occupant engaged in such activity shall be solely responsible and shall be liable for the prompt cleanup and remediation of any resulting contamination and all claims, costs, expenses (including reasonable attorney and consultant fees) and damages, including consequential damages, suffered by the other Occupants.

15. Damage to Improvements. If any building constructed on any Lot is damaged or destroyed by fire or other casualty, the Owner of such Lot shall, at its election and commencing within a reasonable time after such occurrence, either (i) repair and restore such building, or (ii) raze the remainder of the building, remove the debris, and cover the affected area with landscaping, asphalt or some other dustcap material. If any portion of the Common Areas on any Lot is damaged or destroyed by fire or other casualty, the Owner of such Lot shall promptly repair and restore such damaged or destroyed Common Areas owned by such Owner as near as practicable to their condition and function immediately prior to such casualty, without contribution from any other Owner.

#### 16. Insurance.

(a) Each Owner with respect to its Lot and the operations thereon shall, at all times during the term of this Declaration, maintain in full force and effect commercial general liability insurance with an insurance company qualified to do business in Colorado; such insurance to have a combined single limit of liability of not less than \$2,000,000 for bodily injury, death and property damage liability. Such insurance shall specifically extend to the contractual obligation of the insured Owner arising out of the indemnification obligation set forth in the next sentence. Each Owner ("Indemnitor") covenants and agrees to indemnify, defend and hold harmless the other Owners ("Indemnitees") from and against all claims, costs, expenses and liability (including reasonable attorneys' fees and cost of suit incurred in connection with all claims) including any action or proceedings brought hereon, arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any person or entity, which shall occur on the Lot owned by each Indemnitor, except for claims caused by the negligence or wilful act or omission of such Indemnitee, its licensees, concessionaires, agents, servants or employees, or the agents, servants, or employees of any licensee or concessionaire wherever the same may occur.

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- (b) Effective upon the commencement of construction of improvements, the constructing Owner will carry or cause to be carried with an insurance company authorized to do business in Colorado, Special Form (formerly known as "All Risk") property insurance in an amount adequate to cover the full insurable replacement value (exclusive of the cost of excavation, foundations and footings)) of the buildings and improvements, including demolition, increased cost of construction and contingent operation of building laws coverage, together with endorsements or separate policies if not otherwise covered for windstorm, sprinkler damage or leakage, flood, tornado, hail, explosion, riot, civil or criminal commotion or unrest, malicious mischief, vandalism, aircraft, vehicle, and smoke damage ("Property Policy").
- (c) Each Owner (the "Releasing Owner") hereby releases and waives for itself and on behalf of its insurer, the other Owner (the "Released Owner") from any liability for any loss or damage to all property of such Releasing Owner located upon any portion of the Property, which loss or damage is of the type generally covered by a Property Policy, irrespective of any negligence on the part of the Released Owners which may have contributed to or caused such loss, or of the amount of such insurance required or actually needed. Each Releasing Owner shall obtain appropriate endorsements to its policies of insurance with respect to the foregoing release; it being understood, however, that failure to obtain such endorsements shall not affect the release hereinabove given. Indemnitor covenants and agrees to indemnity, defend and hold harmless Indemnitor's Lot for any loss or damage to the property of such Authorized Person located upon the respective Indemnitor's Lot, which loss or damage is of the type generally covered by a Property Policy, irrespective of any negligence on the part of to or caused such loss.
- (d) The insurance described in <u>Sections 16(a)</u> and (c) above may be carried under a policy or policies covering other liabilities, properties and locations of such Owner, or a subsidiary, affiliate or controlling corporation of such Owner; provided, however, that the insurance required to be carried under this Section may be carried under any plan of self-insurance from time to time maintained by any Owner, on condition that the Owner so self-insuring has and maintains adequate net current assets for the risks self-insured against. All insurance policy or policies shall contain a provision that such insurance may not be cancelled without at least 30 days prior written notice being given by the insurer to an Owner. Upon receipt of a cancellation notice, the recipient Owner shall provide written notice of such cancellation to all other Owners.

17. Condemnation. If all or part of the Property is condemned or taken by any duly-constituted authority for a public or quasi-public use, the Owner or Owners of the property concerned shall retain the entire award; provided, that the other Owners may receive and retain any amount specifically awarded to them for damages resulting from the severance of Common Areas so condemned or taken. The Owner of Common Areas so condemned or taken shall promptly repair and restore the remaining portion of the Common Areas owned by such Owner as near as practicable to their condition and function immediately prior to such condemnation or taking, without contribution from any other Owner.

#### 18. Enforcement.

(a) In the event of any violation or threatened violation of any of the provisions of this Declaration, any Owner shall have, in addition to any other right or remedy that may be available at law, in equity or otherwise, the right to enjoin such violation or threatened violation in any court of competent jurisdiction, and shall also have the right to correct the violation, and collect the cost of such self-help correction from the defaulting Owner. Any Owner shall have the right to seek a

temporary injunction against an alleged violation at any time that circumstances justify such a request.

- (b) Any Owner contemplating any other enforcement action hereunder shall, at least 30 days prior to commencement of the action, notify the offending Owner or Owners, and all other Owners, of the violation and the Owner's contemplated action. The contemplated action shall only be commenced if action to cure the alleged default is not commenced within 30 days after the giving of such notice and diligently pursued thereafter to completion.
- (c) In no event shall any violation of this Declaration entitle any Owner or other party to cancel, rescind or otherwise terminate any party's rights under this Declaration. In the event any action or proceeding is brought by any party under this Declaration, the prevailing party shall be entitled to recover any and all costs and expenses incurred to enforce or establish its rights hereunder, including reasonable attorney fees and all other trial court and appellate costs.
- (d) An Occupant of a Lot pursuant to a long-term (20 years or longer total term, including extension options) lease shall be entitled to enforce the provisions of this Declaration as if such Occupant were the Owner of such Lot.

Lien Rights. The amounts payable by the Owners hereunder, including but not limited to those 19. amounts payable pursuant to Sections 7 through 9 hereof and the self-help collections under Section 18(a) (the "Lienable Charges"), together with interest thereon, if applicable, and costs of collection thereof (including reasonable attorneys' fees), shall each be a charge and continuing lien upon the Lot of the Owner required to pay such amounts, and shall be, binding on each Owner and all successors in title to any Lot, and such lien shall be enforceable by the party entitled to payment of the Lienable Charges. The lien provided for herein: (a) may be evidenced by a recording in the Records and may be enforced in the manner that mechanics liens are imposed and enforced in the State of Colorado; and (ii) are hereby subordinate to the lien of any first mortgage or deed or trust upon the applicable Lot. Any amounts payable hereunder which are not paid when due shall be delinquent and, if not paid within 30 days after the due date, shall bear interest from the due date at the lesser of (x) that rate of interest that is 5% above the then-current published printed prime or corporate base rate charged by Citibank, N.A. (or its successors) or (y) the highest rate permitted by law. Any such lien maybe enforced by suit or action in any court of competent jurisdiction or by sale under power of sale, judicial foreclosure or in any other manner allowed by law.

20. Estoppel Certificate. Any Owner (inclusive of Declarant) may, at any time and from time to time, in connection with the sale or transfer of such Owner's Lot, or in connection with the financing or refinancing of such Owner's Lot by mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver written notice to Declarant and to the other Owners requesting such Owners to certify in writing that to the knowledge of the certifying Owner, the requesting Owner is not in default in the performance of its obligations under this Declaration, or, if in default, to describe therein the nature and amount of any and all defaults. If Declarant is the requesting Owner, the only defaults which shall be relevant in such estoppel shall be those defaults in Declarant's obligations as an Owner of the applicable Lot, and not any defaults with respect to Declarant's obligations as Declarant hereunder. Each Owner receiving such request shall execute and return such certificate within 20 days following the receipt thereof. Failure by an Owner to execute and return such certificate within the specified period shall be deemed an admission on such Owner's part that the Owner requesting the certificate is current and not in default in the performance of such Owner's obligations under this Declaration. The Owners acknowledge that such certificate may be relied upon by transferees, mortgagees, deed of trust beneficiaries and leaseback-lessors.

#### 21. Miscellaneous Provisions.

- (a) No Public Dedication. Nothing contained herein is intended as a gift or dedication of any portion of the Property to the general public or for the use of the general public for any purpose whatsoever, including, without limitation, owners or occupants of any properties adjacent to or outside of the Property.
- (b) Nature of Declaration. This Declaration, and all easements, restrictions and conditions contained herein (whether affirmative or negative in nature) are made for the direct, mutual and reciprocal benefit of the Lots, shall constitute covenants running with the land, and shall inure to the benefit of, and be binding upon, every person hereafter having any fee, leasehold, mortgage or other interest in a Lot or any portion thereof; provided, however, that Declarant and each other Owner of a Lot shall be obligated only for such obligations under this Declaration as may arise or continue during the period of such Owner's ownership of a Lot. In the event of any transfer of a Lot by an Owner, that Owner shall be entirely relieved of all liability as to that Lot under any and all of the covenants and obligations contained in or derived from this Declaration arising out of any act, occurrence or omission occurring after the consummation of such transfer.
- (c) Amendment. During the Period of Declarant Control, this Declaration may only be amended by a writing executed: (i) by or on behalf of Declarant, and, (ii) if applicable, by any Owners adversely and materially impacted by such amendment. After the Period of Declarant Control, this Declaration may only be amended by a writing executed: (i) by the Owners with an aggregate Proportionate Share greater than 50%, and, (ii) if applicable, by any Owners adversely and materially impacted by such amendment.
- (d) Duration of Declaration. This Declaration shall continue in full force and effect until the 50<sup>th</sup> anniversary of the recording of this Declaration (the "Renewal Date"), and shall automatically be extended for an indefinite number of consecutive 10-year periods thereafter unless and until it is terminated by unanimous agreement of all Owners, duly confirmed by an instrument in writing recorded in the Records.
- (e) No Waiver. No waiver of any violation of this Declaration shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding violation of the same or any other provision of this Declaration.
- (f) Severability. If any term or provision of this Declaration shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
- (g) Governing Law. This Declaration shall be governed by, and construed in accordance with, the laws of the State of Colorado.
- (h) Headings; Number; Gender. The headings herein are inserted only for convenient reference, and in no way define, limit or describe the scope or intent of this Declaration or in any way affect the terms or provisions hereof. The singular number includes the plural and the masculine gender includes all genders.
- (i) Notices. All notices under this Declaration shall be given in writing and shall be effective for all purposes if hand delivered or sent by certified United States Mail, postage prepaid, or by prepaid

expedited courier service, with proof of delivery or attempted delivery, to the most current address(es) of the intended recipient as known to the party giving such notice.

[Signature page follows.]

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#### Dated as of the date first above written.

DECLARANT:

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Jerry J. Tepper Jerry J. Tepper Mellea, & Tepper Debra E. Tepper	Tepper Partners LLC, a Colorado limited liability company By:
STATE OF COLORADO ) ) SS:	
COUNTY OF ARAPAHOE	
Subscribed and sworn to before me, Jerry J. Tepper, as an individual and as Manager of T individual.	this $20^{44}$ day of February, 2008 by cepter Partners LLC, and by Debra E. Tepper, an
[SEAL]	11a-
SUSAN O CUNNINGHAM Notary Public State of Colorado	//
My Commission Bipliner January 88, 2012	

#### EXHIBIT A [to Declaration of Easements, Covenants and Restrictions]

#### Legal Description of Property

Lots 5-14,

Shoenberg Farms Commercial, pursuant to that certain Final Plat recorded in the records of the Clerk and Recorder of Jefferson County, Colorado, on December 20, 2007 as Reception No. 2007138732.

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Title Data, Inc. CH SKL10836 JF 26748-2008.017

#### EXHIBIT B [to Declaration of Easements, Covenants and Restrictions]

Final Plat

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#### EXHIBIT C [to Declaration of Easements, Covenants and Restrictions]

Site Plan

(Showing Access Roads, Parking and Detention Areas)

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# EXHIBIT D [to Declaration of Easements, Covenants and Restrictions]

# Schedule of Initial Proportionate Share Values And Lot Sizes

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Initial Building Area:		
Lot	Lot Size (per Plat)	Propertionate Share
S	7,490	5.79%
9	24,899	19.24%
7	29.757	22.00%
8	67.300	51 00%
Initial Building Area	129.446	10.0%
Total Square Footage		

51,244	39,823	22,667	67,583	30,005	141,147	
6	10	11	12	13	14	

Title Data, Inc. CH SKL10836 JF 26748-2008.023

#### RATIFICATION, CONSENT AND SUBORDINATION OF VECTRA BANK COLORADO TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS [SHOENBERG FARMS COMMERCIAL CENTER, LOTS 5-14]

Vectra Bank Colorado, National Association, a national banking association ("Lender"), as the beneficiary of a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing granted by Tepper Partners LLC, a Colorado limited liability company, Debra E. Tepper and Jerry J. Tepper, and recorded in the real property records of Jefferson County, Colorado ("Records"), on January 18, 2007, at Reception No. 2007007293 ("Deed of Trust"), which is currently a lien on the Property, as such term is defined above, hereby ratifies and consents to the Declaration of Easements, Covenants and Restrictions to which this Ratification, Consent and Subordination is attached (the "Declaration"), and declares that in the event of foreclosure of the Deed of Trust, the Declaration will be unaffected thereby and remain in full force and effect in accordance with the terms thereof.

DATED March	18	_, 2008.
		VECTRA BANK COLORADO, NATIONAL ASSOCIATION, a national banking association By: Name: Title: <i>VP</i>
STATE OF COLORADO CITY AND COUNTY OF DENVER The foregoing instru- by	) ) ss. ) ment was a S onal Associ	acknowledged before me this <u>17th</u> day of March, 2008, as <u>UP</u> of ation, a national banking association.
Witness my hand and	l official se	al.
My commission expi	res: <u>5 -</u>	13-09 Male Side Side Side Side Side Side Side Sid

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## **ASBESTOS SURVEY & SAMPLING REPORT**

### 7231 SHERIDAN BOULEVARD WESTMINSTER, COLORADO



Presented to:

Mr. Tony Chacon City of Westminster, Dept of Community Development 4800 West 92<sup>nd</sup> Avenue Westminster, Colorado 80031

May 30, 2013

#### **EXECUTIVE SUMMARY**

At the request of Mr. Tony Chacon, Mr. Patrick Lee, a Colorado State Certified asbestos inspector, performed an inspection and asbestos sampling at 7231 Sheridan Boulevard, Denver, Colorado ("Subject Property").

The purpose of this survey was to identify potentially hazardous friable and non-friable asbestos containing materials (ACM) within the structure located on the Subject Property where renovation activities are contemplated. The structure consists of a 1,580 square foot, two-story residential building that was constructed in 1921 with brick and wood frame construction with a wood span supported roof with a full basement.

On May 14, 2013, Mr. Patrick Lee, a Colorado State Certified asbestos inspector, performed an asbestos inspection at 7231 Sheridan Boulevard, in order to identify potentially hazardous friable and non-friable asbestos containing materials (ACM) within the above referenced building. The Colorado Department of Public Health and Environment's (CDPHE) Regulation 8, Part B defines an asbestos-containing material (ACM) as a material containing more than 1% asbestos.

Mr. Lee performed asbestos bulk-sampling of surfacing materials in a total of twenty-six (26) locations with the structure. Material samples taken included wall and ceiling plaster in a total of twenty two (22) locations, ceiling tile in a total of two (2) locations, floor tile and mastic in a total of two (2) locations. Boiler and pipe wrap in the boiler room was also identified but was not sampled as it is assumed to be ACM. All twenty-six (26) bulk samples were analyzed by Reservoirs Environmental, Inc. (NVLAP #101896).

The laboratory results of the potential ACM sampled at the Subject Property are summarized in Table 1 and they indicate that five (5) samples tested positive for chrysotile asbestos ranging from 2% to 8%. Three samples of plaster in Bedroom #3 tested at 2% chrysotile while a black resinous material that appears to be the glue that was used to attach the wooden siding to the plaster walls at 8% chrysotile. The same black resinous material was used in the Living Room and also tested at 8% chrysotile. The plaster ceiling in the stairwell going to the basement tested at 4% chrysotile. In addition approximately 20 feet of 8" pipe wrap and the boiler wrap as well in the Boiler Room is assumed to be ACM. Specific locations for the ACM are shown in the floor plans for the structure sampled in Figures 1 and 2 along with photo documentation. Appendix A provides a detailed summary of laboratory results.

#### I. Introduction

An inspection and bulk sampling for ACM was conducted at the Subject Property in Denver, Colorado, on May 14, 2013. Mr. Lee is a Colorado State Certified inspector and has EPA Accreditation #17670. A copy of the certificate is shown in Appendix B. The purpose of the inspection was to identify, sample and assess potentially hazardous friable and non-friable ACM from within the structure where renovation activities are contemplated.

#### **II. Structural Design**

The structure consists of a two-story residential building that was constructed in 1921 with brick and wood frame construction with a wood span supported roof with a full basement.

#### **III. Sampling and Analytical Procedures**

The inspection and assessment were conducted by an EPA and AHERA accredited Building Inspector qualified by experience, education and training in the recognition of potential ACM and approved bulk-sampling techniques. The asbestos bulk sampling was conducted on suspect ACM with a limited number of bulk samples being collected from within the building where demolition is contemplated.

The inspection and assessment were performed in accordance with Environmental Protection Agency/AHERA recommended procedures. These procedures call for the visual inspection of the area of concern and collection and analysis of representative bulk samples of suspect material.

Some minor destructive sampling was conducted. Walls, columns and perimeter pipe chases were not broken into in order to locate and quantify suspect ACM. It should be noted that additional ACM might be located in other inaccessible areas.

Random bulk samples, representative of the suspect asbestos-containing building materials (ACBM) of each homogeneous area (HA), were collected according to the guidelines published as Environmental Protection Agency (EPA) Final Rule: Title II of the Toxic Substances Control Act (TSCA), 15 USC, Sections 2641 through 2654 and in compliance with 40 CFR, Part 763. Representative sampling is based on the following criteria:

- 1. The distribution of the suspect material throughout the HA.
- 2. The suspect material's physical characteristics and application.
- 3. Random sampling patterns determined for each HA.

Suspect materials sampled and analyzed should be considered to be representative of materials in each HA if:

1. They exhibit similar physical characteristics; and

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2. The application of the sampled material can be correlated to the application of unsampled material.

Bulk samples collected were analyzed utilizing the EPA's Method for the Determination of Asbestos in Bulk Building Materials (EPA 600/R/116, July, 1993) and the McCrone Research Institute's The Asbestos Particle Atlas as methods references. Analysis of the bulk samples was performed on the "date reported," as listed in the bulk sample analysis report.

#### **IV. Notes on Report Format**

Suspect materials alike in appearance and application were sampled as HAs. Suspect materials were divided into three classifications:

1. Surfacing material: sprayed or troweled onto structural building member.

2. Thermal systems insulation: any type of pipe, boiler, tank, or duct insulation.

3. Miscellaneous: other suspect materials, including flooring, ceiling tiles, insulation, and finishing materials.

Condition assessments were performed by the accredited inspector at the time of inspection. Condition assessments are listed in the following section. Ratings of "good," "damaged," and significantly damaged" are meant to indicate the overall condition of the material. A material in good" condition has no visible damage or deterioration, or showing only very limited damage or deterioration. A material in "damaged" condition has the following characteristics:

• The surface is crumbling, blistered, water-stained, gouged, marred or otherwise abraded over less than one-tenth of the surface if the damage is evenly distributed (one-quarter if the damage is localized). Accumulation of powder, dust or debris similar in appearance to the suspect material on surfaces beneath the material can be used as confirmatory evidence.

A material in "significantly damaged" condition has one or more of the following characteristics:

• The surface is crumbling or blistered over at least one-tenth of the surface if the damage is evenly distributed (one-quarter if the damage is localized).

• One-tenth (one-quarter, if localized) of the material is hanging from the surface, deteriorated, or showing adhesive failure.

• Water stains, gouges, or mars are over at least one-tenth of the surface if the damage is evenly distributed (one-quarter if the damage is localized).

Accumulation of powder, dust or debris similar in appearance to the suspect material on surfaces beneath the material can be used as confirmatory evidence.

Response-action recommendations for asbestos-containing HAs are listed in the section VII. Recommendations may be for more than one HA, if materials are alike. Recommendations are either "general" or "immediate." An immediate recommendation indicates the presence of asbestos greater than 1% within the bulk-sample, or a bulk-sample in the same HA, and should
be addressed accordingly. A general recommendation indicates asbestos does not exist greater than 1% within the bulk-sample, or a bulk-sample in the same HA, and no further abatement activities are required for removal of the material. Any sample reporting a "TRACE" amount of asbestos must be considered to be positive for asbestos greater than 1% unless it is analyzed by the point-count method to be less than 1%.

### V. Inspector Comments

Asbestos was identified during the bulk-sampling conducted at the Subject Property. A total of twenty-six (26) locations were sampled within the structure. Material samples taken included wall and ceiling plaster in a total of twenty two (22) locations, ceiling tile in a total of two (2) locations, floor tile and mastic in a total of two (2) locations. Boiler and pipe wrap in the boiler room was also identified but was not sampled as it is assumed to be ACM. All twenty-six (26) bulk samples were analyzed by Reservoirs Environmental, Inc. (NVLAP #101896).

A total of five (5) samples tested positive for chrysotile asbestos ranging from 2% to 8%. Three samples of plaster in Bedroom #3 tested at 2% chrysotile while a black resinous material that appears to be the glue that was used to attach the wooden siding to the plaster walls at 8% chrysotile. The same black resinous material was used in the Living Room and also tested at 8% chrysotile. The plaster ceiling in the stairwell going to the basement tested at 4% chrysotile. In addition approximately 20 feet of 8" pipe wrap and the boiler wrap as well in the Boiler Room is assumed to be ACM.

### VI. Asbestos-Containing Homogeneous Area Descriptions and Sample Locations

Table 1 contains sampled HA descriptions and sample locations and results. See Figures 1 and 2 for floor plans showing locations where bulk samples were collected. Percent-asbestos content for each sample indicated can vary depending on sample locations, homogeneity of the materials, and type of application. A total of 10 homogeneous areas were indentified in the building and these areas are indentified in Table 1.

### VII. Recommendations

The laboratory results of the potential ACM sampled at the Subject Property are summarized in Table 1 and they indicate that five (5) samples tested positive for chrysotile asbestos ranging from 2% to 8%. Three samples of plaster in Bedroom #3 tested at 2% chrysotile while a black resinous material that appears to be the glue that was used to attach the wooden siding to the plaster walls at 8% chrysotile. The same black resinous material was used in the Living Room and also tested at 8% chrysotile. The plaster ceiling in the stairwell going to the basement tested at 4% chrysotile. In addition approximately 20 feet of 8" pipe wrap and the boiler wrap as well in the Boiler Room is assumed to be ACM.

If the above-referenced ACM is to be removed from the building and the total quantity exceeds any of the regulatory trigger levels of 50 linear feet on pipes, 32 square feet on other surfaces, or the volume equivalent of a 55-gallon drum, a Colorado-licensed asbestos abatement contractor is 7231 Sheridan Boulevard Asbestos Survey Page 6 of 6 May 30, 2013

required to perform the removal, including formal notification to the Colorado Department of Public Health and Environment prior to the abatement of the ACM





### TABLE 1

### 7231 SHERIDAN BOULEVARD, WESTMINSTER, COLORADO

### ASBESTOS SURVEY SAMPLE RESULTS

SAMPLE ID	SAMPLE DATE	SAMPLE LOCATION	SAMPLE MATRIX	MATRIX MATERIAL DESCRIPTION	АМТ	UNIT	РНОТО #	HOMO- GENEOUS AREA	MATERIAL CLASSIFICATION	MINERAL	ASBESTOS MATERIAL%
WP-LR1-1	05/14/13	Living Room East Wall	Plaster	Grey granular plaster White plaster w/greenish - blue paint	1,440	SF	1,2	1	Surfacing	ND ND	ND ND
WP-LR1-2	05/14/13	Living Room South Wall	Plaster	Grey granular plaster Black resinous material White plaster w/greenish - blue paint	1,440	SF	1,3	1	Surfacing	ND Chrysotile ND	ND <mark>8%</mark> ND
WP-BR1-1	05/14/13	Bedroom #1 South Wall	Plaster	Grey granular plaster White plaster w/greenish - blue paint	1,440	SF	4,5	1	Surfacing	ND	ND
CP-LR1-1	05/14/13	Living Room Ceiling	Plaster	White plaster w/greenish-blue/multi-colored paint White Plaster Grey granular plaster	1,440	SF	NP	1	Surfacing	ND ND ND	ND ND ND
CP-BR1-1	05/14/13	Bedroom #1 Ceiling	Plaster	Reddish-pink paint w/off white compound White compound w/greenish - blue paint Grey granular plaster White plaster	1,440	SF	NP	1	Surfacing	ND ND ND ND	ND ND ND ND
WP-BR2-1	05/14/13	Bedroom #2 West Wall	Plaster	White compound w/green paint White plaster w/tan/multi-colored paint Grey granular plaster	930	SF	NP	2	Surfacing	ND ND ND	ND ND ND
WP-BR2-2	05/14/13	Bedroom #2 South Wall	Plaster	White compound w/green paint Grey granular plaster White plaster w/tan/multi-colored paint	930	SF	6,7	2	Surfacing	ND ND ND	ND ND ND
CP-BR2-1	05/14/13	Bedroom #2 Ceiling	Plaster	Off white paint w/ white compound Grey granular plaster White plaster	930	SF	NP	2	Surfacing	ND ND ND	ND ND ND
WP-BR3-1	05/14/13	Bedroom #3 East Wall	Plaster	Tan paint Off white compound Black resinous material Grey granular plaster White plaster w/greenish-blue/multi-colored paint	625	SF	NP	3	Surfacing	ND Chrysotile Chrysotile ND ND	ND 2% 8% ND ND
WP-BR3-2	05/14/13	Bedroom #3 South Wall	Plaster	Grey granular plaster Tan paint Off white compound White plaster w/greenish-blue/multi-colored paint	625	SF	NP	3	Surfacing	ND ND Chrysotile ND	ND ND 2% ND
CP-BR3-1	05/14/13	Bedroom #3 Ceiling	Plaster	Tan paint Off white texture Grey granular plaster White plaster	625	SF	8,9	3	Surfacing	ND Chrysotile ND ND	ND 2% ND ND
WP-HS-1	05/14/13	Stair Hall South Wall	Plaster	Off white/peach paint w/white compound White compound w/ light brown paint White plaster Grey granular plaster Orange plaster w/tan/orange paint	495	SF	NP	4	Surfacing	ND ND ND ND ND	ND ND ND ND ND
WP-HS-2	05/14/13	Stair Hall North Wall	Plaster	Pink/tan paint w/white compound White compound w/off white paint White plaster w/light brown/multi-colored paint Grey granular plaster	495	SF	10,11	4	Surfacing	ND ND ND ND	ND ND ND ND
WP-BT-3	05/14/13	Bath Room South Wall	Plaster	Tan granular plaster White plaster w/off white paint	495	SF	NP	4	Surfacing	ND ND	ND ND
WP-SF-1	05/14/13	2nd Floor North Wall	Plaster	White plaster w/grayish - pink/multi-colored paint Tan granular plaster	1,600	SF	12	5	Surfacing	ND ND	ND ND
WP-SF-2	05/14/13	2nd Floor South Wall	Plaster	White plaster w/grayish - pink/multi-colored paint Tan granular plaster	1,600	SF	NP	5	Surfacing	ND ND	ND ND
WP-SF-3	05/14/13	2nd Floor Store Room East Wall	Plaster	Grey granular plaster White plaster w/blue paint	1,600	SF	14	5	Surfacing	ND ND	ND ND
CP-SF-1	05/14/13	2nd Floor Hall East Ceiling	Plaster	Grey granular plaster White plaster w/tan paint	1,600	SF	13	5	Surfacing	ND ND	ND ND
CP-SF-2	05/14/13	2nd Floor Hall West Ceiling	Plaster	White plaster w/tan multi-colored paint Gray granular plaster	1,600	SF	NP	5	Surfacing	ND ND	ND ND
WP-BS-1	05/14/13	Basement Stairway South Wall	Plaster	White plaster w/orange/multi-colored paint Tan granular plaster	220	SF	16	6	Surfacing	ND ND	ND ND
CP-BS-1	05/14/13	Basement Stairway Ceiling	Plaster	Orange paint White plaster w/tan/multi-colored paint Off white compound Grey granular plaster	220	SF	15	6	Surfacing	ND ND <b>Chrysotile</b> ND	ND ND 4% ND
CP-BS-2	05/14/13	Basement Store Room Ceiling	Plaster	Tan granular plaster	220	SF	NP	6	Surfacing	ND ND	ND ND
FM-1	05/14/13	Bedroom #2 Carpet Mastic	Mastic	Tan wood Black foam	300	SF	6	7	Misc	ND	ND
FT-1	05/14/13	SunRoom Entryway Floor	Floor Tile	Black fibrous tar Brown mastic Yellow mastic Tan fibrous material w/grey resinous material Tan/multi-colored sheet vinyl	50	SF	NP	8	Misc	ND ND ND ND ND	ND ND ND ND ND
CT-1	05/14/13	Living Room Ceiling Ceiling	Ceiling	Tan /white ceiling tile	300	SF	NP	9	Misc	ND	ND
CT-2	05/14/13	Bedroom #3 Ceiling	Ceiling	Tan /white ceiling tile	225	SF	8	10	Misc	ND	ND

NP : No Photo













## **APPENDIX** A

## LABORATORY REPORT



May 21, 2013

Subcontract Number: Laboratory Report: Project # / P.O. # Project Description: NA RES 259530-1 None Given 72nd & Sheridan

Pat Lee Strategic Environmental 5030 S. Fulton St. Greenwood CO 80111

Dear Customer,

Reservoirs Environmental, Inc. is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA), Lab ID 101533 - Accreditation Certificate #480 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Reservoirs Environmental, Inc. has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

**RES 259530-1** is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Reservoirs Environmental, Inc. will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Reservoirs Environmental, Inc. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,

repencer

Jeanne Spencer President

NVLAP Lab Code 101896-0

TDH Licensed Laboratory # 30-0136

#### TABLE PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number:	RES 259530-1
Client:	<b>Strategic Environmental</b>
Client Project Number / P.O.	None Given
Client Project Description:	72nd & Sheridan
Date Samples Received:	May 14, 2013
Analysis Type:	PLM, Short Report
Turnaround:	3-5 Day
Date Analyzed:	May 21, 2013

TR=Trace, <1% Visual Estimate

ND=None Detected

Trem-Act=Tremolite-Actinolite

Effective January 1, 2013

Client	Lab	L			Asbestos 0	Content	Non	Non-
Sample Number	ID Number	A Y E R	Physical Description	Sub Part (%)	Mineral	Visual Estimate (%)	Asbestos Fibrous Components (%)	Fibrous Components (%)
WP-LR1-1	EM 955251	A B	Gray granular plaster White plaster w/ greenish - blue paint	1 99		ND ND	TR 0	100 100
WP-LR1-2	EM 955252	A B C	Gray granular plaster Black resinous material White plaster w/ greenish - blue paint	1 35 64	Chrysotile	ND 8 ND	TR 3 0	100 89 100
WP-BR1-1	EM 955253	A B	Gray granular plaster White plaster w/ greenish - blue paint	40 60		ND ND	TR 0	100 100
CP-LR1-1	EM 955254	A B C	White compound w/ greenish - blue/multi-colored paint White plaster Gray granular plaster	20 35 45		ND ND ND	0 0 TR	100 100 100
CP-BR1-1	EM 955255	A B C D	Reddish - pink paint w/ off white compound White compound w/ greenish - blue paint Gray granular plaster White plaster	5 10 35 50		ND ND ND	3 0 TR 0	97 100 100 100

NVLAP Lab Code 101896-0

Effective January 1, 2013

TDH Licensed Laboratory # 30-0136

### TABLE PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number:	RES 259530-1
Client:	<b>Strategic Environmental</b>
Client Project Number / P.O.	None Given
Client Project Description:	72nd & Sheridan
Date Samples Received:	May 14, 2013
Analysis Type:	PLM, Short Report
Turnaround:	3-5 Day
Date Analyzed:	May 21, 2013

TR=Trace, <1% Visual Estimate Trem-Act=Tremolite-Actinolite

ND=None Detected

Client	Lab	L		Asbestos Content	Non	Non-
Sample	ID Number	A	Sub		Asbestos	Fibrous
Number		Y Physical	Part		Fibrous	Components
		E Description	(%)	Mineral Visual	Components	(%)
		R		Estimate (%)	(%)	
WP-BR2-1	EM 955256	A White compound w/ green paint	10	ND	5	95
		B White plaster w/ tan/multi-colored paint	25	ND	0	100
		C Gray granular plaster	65	ND	TR	100
WP-BR2-2	EM 955257	A White compound w/ green paint	20	ND	5	95
		B Gray granular plaster	30	ND	TR	100
		C White plaster w/ tan/multi-colored paint	50	ND	0	100
CP-BR2-1	EM 955258	A Off white paint w/ white compound	5	ND	0	100
		B Gray granular plaster	35	ND	TR	100
		C White plaster	60	ND	0	100

NVLAP Lab Code 101896-0

VLAP Lab Code 101896-0

TDH Licensed Laboratory # 30-0136

#### TABLE PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number:	RES 259530-1
Client:	<b>Strategic Environmental</b>
Client Project Number / P.O.	None Given
Client Project Description:	72nd & Sheridan
Date Samples Received:	May 14, 2013
Analysis Type:	PLM, Short Report
Turnaround:	3-5 Day
Date Analyzed:	May 21, 2013

TR=Trace, <1% Visual Estimate Trem-Act=Tremolite-Actinolite

ND=None Detected

Effective January 1, 2013

Client	Lab			Asbestos	Content	Non	Non
Sample	ID Number	A	Sub			Asbestos	Fibrous
Number		Y Physical	Part			Fibrous	Components
		E Description	(%)	Mineral	Visual	Components	(%)
		R			Estimate (%)	(%)	<u> </u>
WP-BR3-1	EM 955259	A Tan paint	5		ND	0	100
		B Off white compound	7	Chrvsotile	2	0	98
		C Black resinous material	20	Chrysotile	8	0	92
		D Gray granular plaster	25	,	ND	TR	100
		E White plaster w/ greenish - blue/multi-colored paint	43		ND	0	100
WP-BR3-2	EM 955260	A Grav granular plaster	TR		ND	0	100
		B Tan paint	5		ND	0	100
		C Off white compound	20	Chrysotile	2	0	98
		D White plaster w/ greenish - blue/multi-colored paint	75	omysome	ND	0	100
CP-BR3-1	EM 955261	A Tan paint	5		ND	0	100
		B Off white texture	10	Chrysotile	2	0	98
		C Grav granular plaster	35			TR	100
		D White plaster	50		ND	0	100

NVLAP Lab Code 101896-0

Effective January 1, 2013

INVEAT Lab Code 101030-0

TDH Licensed Laboratory # 30-0136

### TABLE PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number:	RES 259530-1
Client:	<b>Strategic Environmental</b>
Client Project Number / P.O.	None Given
Client Project Description:	72nd & Sheridan
Date Samples Received:	May 14, 2013
Analysis Type:	PLM, Short Report
Turnaround:	3-5 Day
Date Analyzed:	May 21, 2013

ND=None Detected TR=Trace, <1% Visual Estimate Trem-Act=Tremolite-Actinolite

Client	Lab	L			Asbestos Content	Non	Non-
Sample	ID Number	А		Sub	_	Asbestos	Fibrous
Number		Y	Physical	Part		Fibrous	Components
		E	Description	(%)	Mineral Visua	Components	(%)
		R			Estimate (%)	(%)	
WP-HS-1	EM 955262	А	Off white/peach paint w/ white compound	5	ND	3	97
		В	White compound w/ light brown paint	10	ND	0	100
		С	White plaster	15	ND	0	100
		D	Gray granular plaster	20	ND	TR	100
		Е	Orange plaster w/ tan/orange paint	50	ND	0	100
WP-HS-2	EM 955263	А	Pink/tan paint w/ off white compound	5	ND	0	100
		В	White compound w/ off white paint	10	ND	0	100
		С	White plaster w/ light brown/multi-colored paint	25	ND	0	100
		D	Gray granular plaster	60	ND	TR	100
WP-BT-1 (Labeled WP-BT-	EM 955264	А	Tan granular plaster	35	ND	TR	100
3)		В	White plaster w/ off white paint	65	ND	0	100

NVLAP Lab Code 101896-0

TDH Licensed Laboratory # 30-0136

#### TABLE PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number:	RES 259530-1
Client:	<b>Strategic Environmental</b>
Client Project Number / P.O.	None Given
Client Project Description:	72nd & Sheridan
Date Samples Received:	May 14, 2013
Analysis Type:	PLM, Short Report
Turnaround:	3-5 Day
Date Analyzed:	May 21, 2013

ND=None Detected TR=Trace, <1% Visual Estimate Trem-Act=Tremolite-Actinolite

Effective January 1, 2013

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Client	Lab			Asbestos Content	Non	Non-
Sample	ID Number	A	Sub		Asbestos	Fibrous
Number		Physical	Part		Fibrous	Components
		E Description	(%)	Mineral Visual	Components	(%)
		R		Estimate (%)	(%)	
WP-SF-1	EM 955265	A White plaster w/ gravish - pink/multi-colored paint	25	ND	0	100
		B Tan granular plaster	75	ND	TR	100
		5				
WP-SF-2	EM 955266	A White plaster w/ grayish - pink/multi-colored paint	45	ND	0	100
		B Tan granular plaster	55	ND	TR	100
WP-SF-3	EM 955267	A Gray granular plaster	45	ND	TR	100
		B White plaster w/ blue paint	55	ND	0	100
CP-SF-1	EM 955268	A Gray granular plaster	30	ND	TR	100
		B White plaster w/ tan paint	70	ND	0	100
CP-SF-2	EM 955269	A White plaster w/ tan/multi-colored paint	45	ND	0	100
		B Gray granular plaster	55	ND	TR	100

NVLAP Lab Code 101896-0

Effective January 1, 2013

TDH Licensed Laboratory # 30-0136

### TABLE PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number:	RES 259530-1
Client:	<b>Strategic Environmental</b>
Client Project Number / P.O.	None Given
Client Project Description:	72nd & Sheridan
Date Samples Received:	May 14, 2013
Analysis Type:	PLM, Short Report
Turnaround:	3-5 Day
Date Analyzed:	May 21, 2013

ND=None Detected TR=Trace, <1% Visual Estimate Trem-Act=Tremolite-Actinolite

Client Sample	Lab ID Number	L A	Sub	Asbestos	Content	Non Asbestos	Non- Fibrous
Number		Y Physical	Part			Fibrous	Components
		E Description	(%)	Mineral	Visual	Components	(%)
		R			Estimate (%)	(%)	
WP-BS-1	EM 955270	A White plaster w/ orange/multi-colored paint	35		ND	0	100
		B Tan granular plaster	65		ND	TR	100
CP-BS-1	EM 955271	<ul> <li>A Orange paint</li> <li>B White plaster w/ tan/multi-colored paint</li> <li>C Off white compound</li> <li>D Gray granular plaster</li> </ul>	5 25 30 40	Chrysotile	ND ND 4 ND	0 0 0 TR	100 100 96 100
CP-BS-2	EM 955272	A Tan granular plaster	100		ND	TR	100
FM-1	EM 955273	A Tan wood B Black foam	40 60		ND ND	98 0	2 100

NVLAP Lab Code 101896-0

TDH Licensed Laboratory # 30-0136

### TABLE PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME

RES Job Number:	RES 259530-1
Client:	<b>Strategic Environmental</b>
Client Project Number / P.O.	None Given
Client Project Description:	72nd & Sheridan
Date Samples Received:	May 14, 2013
Analysis Type:	PLM, Short Report
Turnaround:	3-5 Day
Date Analyzed:	May 21, 2013

May 21, 2013						Trem-Act=Tremolite	-Actinolite
Lab ID Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Mineral	Content Visual Estimate (%)	Non Asbestos Fibrous Components (%)	Non- Fibrous Components (%)
EM 955274	<ul><li>A Black fibrous tar</li><li>B Brown mastic</li><li>C Yellow mastic</li></ul>		5 8 10		ND ND ND	80 0 0	20 100 100

27

50

100

100

TEM Analysis recommended for organically bound material	(i.e. floor tile) if PLM results are <1%.
TEM / maryolo recommended for organically bound material	

Analyzed by:

Client Sample Number

FT-1

CT-1

CT-2

Jange L Paige Terry

EM 955275

EM 955276

Paul D. LoScalzo

D Tan fibrous woven material w/ gray resinous material

E Tan/multi-colored sheet vinyl

A Tan/white ceiling tile

A Tan/white ceiling tile

ND

ND

ND

ND

ND

Data QA: Elish

0

60

90

90

Effective January 1, 2013

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ND=None Detected

TR=Trace, <1% Visual Estimate

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## **APPENDIX B**

## CERTIFICATION

# STATE OF COLORADO

## ASBESTOS CERTIFICATION\*

Colorado Department of Public Health and Environment Air Pollution Control Division

This certifies that

### **Patrick E Lee**

### **Certification No: 17670**

has met the requirements of 25-7-507, C.R.S. and Air Quality Control Commission Regulation No. 8, Part B, and is hereby certified by the state of Colorado in the following discipline:

### **Building Inspector\***

Issued: 11/9/2012

Expires on: 11/9/2013

Authorized APCD Representative

SEAL

\* This certificate is valid only with the possession of a current Division-approved training course certification in the discipline specified above.

Appendix J



# WESTMINSTER

### ASBESTOS & LEAD PAINT ABATEMENT 7231 SHERIDAN BOULEVARD WESTMINSTER, COLORADO



Presented to:

Ms. Laurie Brandt City of Westminster, Dept of Community Development 4300 West 92<sup>nd</sup> Avenue Westminster, Colorado 30031

May 11, 2015

### Introduction

The residential structure located at 7231 Sheridan Boulevard, Westminster, Colorado consists of a 1,530 square foot two-story brick and wood frame construction building with a shingled gabled roof and an 1,106 square foot basement that was constructed in 1921. As the building was originally the homestead for the Shoenberg family farm, the City of Westminster is conducting restoration efforts in order to preserve this historic site and convert to a useful purpose.

### Abatement & Renovation Demolition

Prior to conducting the abatement, all suspended ceiling tile and metal suspension grid was removed along with all the electrical lighting fixtures and wiring on the main level. In the bathroom, the sink, toilet, medicine cabinet and the table were removed and the walls were cleaned by a contractor that was Lead Safe Certified. All floor carpeting was removed to the bare wood surface on the main level and stairwell and the the black non-ACM carpet adhesive was scraped from the floors on the main level.

All of the wall plaster in the living room, living room closet, west bedroom and closet has been abated along with the wood paneling that had the black resinous material that was used to glue the panels to the walls in both rooms. The plaster walls and ceiling in the stairwell leading to the basement and the small room adjacent to the entry to the boiler room were also abated. The boiler wrap and thermal pipe wrap in the boiler room was abated and the floor and walls in the boiler room were cleaned.

### **Abatement Oversight and Air Clearance**

Oversight was conducted from May 4 to May 11, 2015 and one air clearance was provided by Associated Laboratories, Inc. A summary of the results of the Air Clearance for the containment is shown in Appendix A.

### **Project Completion**

Based on the final area inspection conducted on May 11, 2015 the abatement has been completed as per the abatement agreement. Photographs in Appendix B confirm the conclusion.

## **APPENDIX** A

AIR CLEARANCE REPORT

### ASSOCIATED LABORATORIES, INC.

### AIRBORNE FIBER CONCENTRATION ANALYSIS

Service #:	75470 IH
Client Name:	Strategic Environmental Management, LLC
Project Code:	City of Westminster Property
Project Location:	7231 Sheridan Blvd, Westminster CO 80003
Intra-lab Cv:	0.11
Inter-lab Cv:	0.21

Date:	05/1
Analysis Method:	740
Filter Area:	385
Filter Type:	PCN
Microscope:	Zeis
NIOSH P.A.T. #:	101

05/11/15 7400, Issue 2 385 sq. mm PCM, 25mm Zeiss Photo 63677 101551

			Table 1						
SAMPLE	DATE	NAME / LOCATION	TIME	VOLUME	FIBERS	FIELDS	AVG	CONC.	FIBER
NUMBER			min	liters			FIBER	f/cc	DENSITY
							COUNT		f/mm <sup>2</sup>
51114-7231-01	05/11/15	MAIN FLOOR EAST	60	945.0	1	100	0.010	0.001	1.3
51114-7231-02	05/11/15	MAIN FLOOR NORTHWEST	60	960.0	2	100	0.020	0.001	2.5
51114-7231-03	05/11/15	MAIN FLOOR SOUTHWEST	60	960.0	0	100	0.000	0.000	0.0
51114-7231-04	05/11/15	BASEMENT EAST	60	960.0	4	100	0.040	0.002	5.1
51114-7231-05	05/11/15	BASEMENT BOILER ROOM	60	960.0	0	100	0.000	0.000	0.0
51114-7231-06	05/11/15	BLANK	_		0	100	0.000		0.0
51114-7231-07	05/11/15	BLANK	_		0	100	0.000		0.0



THE REPORT APPLIES TO THE STANDARDS OR PROCEDURES IDENTIFIED AND ONLY TO THE SAMPLE(S) TESTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT. SAMPLES NOT DESTROYED IN TESTING ARE RETAINED A MINIMUM OF TWO (2) DAYS. Pump: GAST 1023-O

## **APPENDIX B**

## PHOTOGRAPHS

Photo 1: Main Floor South Side	Photo 2: Main Floor North Side
Photo 3: Main Floor North Side	7231 Sheridan Boulevard Westminster, Colorado
	Strategic Environmental Management LLC.





## **LEAD-BASED PAINT SAMPLING REPORT**

### 7231 SHERIDAN BOULEVARD WESTMINSTER, COLORADO



Mr. Tony Chacon City of Westminster, Dept of Community Development 4800 West 92<sup>nd</sup> Avenue Westminster, Colorado 80031

May 30, 2013

### **EXECUTIVE SUMMARY**

At the request of Strategic Environmental Management, LLC, Mr. Rich Kreuscher, a Colorado State Certified lead-based paint inspector, performed a limited survey and sampling for lead-based paint at 7231 Sheridan Boulevard ("Subject Property"). The purpose of this survey was to identify the concentrations of lead in the paint on the walls within the area of the building where renovation activities are planned.

Lead-paint concentrations were obtained using a RMD Model LPA-1 X-ray Florescence (XRF) Lead Paint Spectrum Analyzer, Serial #3317, which is approved by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Housing and Urban Development (HUD) to determine the concentration of lead in paint. Please note that the term "paint" means any liquid mixture, usually of solid pigment in a liquid vehicle, used as a decorative or protective coating. This includes, but is not limited to, primer, lacquer, glaze, under glaze, polyurethane, wood stain, etc. Painted walls, ceilings, doors, trim, tiles, etc. that will be impacted by renovations were tested for lead-based paint.

The results of the XRF readings indicate that multiple building components throughout the building were found to contain lead greater than Colorado's action level of 1.0 mg/cm2 (see Appendix B for XRF readings).

#### I. Introduction

A limited survey and sampling for lead-based paint was conducted at the Subject Property in Westminster, Colorado by Mr. Rich Kreuscher on May 14, 2013. Mr. Kreuscher is a Colorado State Certified Lead-Based Paint inspector and has EPA Accreditation #18945 and he is also certified to operate the RMD LPA-1 XRF Lead Paint Spectrum Analyzer by the manufacturer (see Appendix A for certificates.)

The purpose of the inspection was to identify the concentrations of lead in paint in areas of the Subject Property building to be disturbed or removed during the upcoming renovation. The intent of the inspection was to ascertain the presence of lead in paint above specific regulatory action levels. If paint was found to contain lead concentrations above these levels, the inspection would identify these lead-based paint areas, their approximate square footage, and their respective lead concentrations. The evaluation of the painted areas during this inspection is based solely on the conditions observed at the time of the inspection. This limited survey was not a full lead-based paint inspection or a comprehensive lead-hazard assessment of the entire building.

#### II. Structural Design

The structure consists of a two-story residential building that was constructed in 1921 with brick and wood frame construction with a wood span supported roof with a full basement.

SEM – Engineering and Environmental Solutions\_

### **III. Sampling and Analytical Procedures**

The limited inspection, assessment and sampling were conducted by a State of Colorado accredited Lead-Based Paint Inspector employed by a Colorado Certified Lead Evaluation Firm (LEF No: 16918). The inspector is qualified by experience, education, and training in approved lead-based-paint sampling techniques. These procedures call for the visual inspection of the areas of concern and the collection of XRF readings for lead concentrations.

This inspection was performed in accordance with the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Housing and Urban Development (HUD) guidelines for leadhazard inspections, as well as the State of Colorado Air Quality Control Commission Regulation No. 19 for the Control of Lead Hazards. The EPA's 40 CFR Part 745 Final Rule (January 5, 2001) set standards for the identification of dangerous levels of lead. The standards identify when lead-based paint, lead-contaminated dust, and lead-contaminated soil are hazards. It also establishes residential dust clean-up levels (post-abatement clearance levels) and set dust and soil sampling requirements.

The calibration of the RMD Model LPA-1 X-ray Florescence (XRF) Lead Paint Spectrum Analyzer is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument. These XRF instruments are calibrated using the calibration standard block of known 1.0 mg/cm2 lead content as well as a standard block of known 0.0 mg/cm2 lead content. Three calibration readings are taken before and after each survey to insure manufacturer's standards are met. If for any reason the instruments are not maintaining a consistent calibration reading within the manufacturer's standards for performance on the calibration block supplied by the manufacturer, manufacturer's recommendations are used to bring the instrument into calibration. If the instrument cannot be brought back into calibration it is taken off the site and sent back to the manufacturer for repair and/or re-calibration.

Wall "A" in each room or area is the wall where the front entrance door opening is located (or aligned with the street). Going clockwise and facing Wall "A", Wall "B" will always be to your right, Wall "C" directly to the rear and Wall "D" to the left. When evaluating this report, it is assumed that according to Chapter 7 HUD guidelines that if one testing combination (i.e. window, door) is negative for lead in an interior or exterior room equivalent, that all other similar testing combinations in those areas are assumed to be negative. The same is true for positive readings.

### **IV. Sample Results**

A total of 19 separate samples were taken in the building. The components listed in red in Appendix B were determined to be positive for lead-based paint, as defined by Environmental Protection Agency/Department of Housing and Urban Development (EPA/HUD) and the State of Colorado as containing lead in concentrations greater than or equal to 1.0 mg/cm2.

### **V.** Conclusion

Lead-based paint is a common cause of lead poisoning in children and may represent a threat to the health and welfare of the occupants. This limited inspection does not constitute a comprehensive lead-based paint inspection or full lead-hazard assessment of the buildings. Other areas not sampled and conditions existing outside this scope of work may contain lead concentrations above the regulatory action levels. Consequently, in order to determine whether or not lead-based paint exists within other areas of the building, a full lead-based paint inspection must occur.

When evaluating this report, it is assumed that according to Chapter 7 HUD guidelines, that if one testing combination (i.e. window, door) is positive for lead in an interior or exterior room equivalent, that all other similar testing combinations in those areas are assumed to be positive. The same is true for negative readings. All inaccessible areas are assumed to be positive, even though they were not able to be tested.

This survey was performed in accordance with the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Housing and Urban Development (HUD) guidelines for lead-hazard surveys, as well as the State of Colorado Air Quality Control Commission Regulation No. 19 for the Control of Lead Hazards.

The EPA's 40 CFR Part 745 Final Rule (January 5, 2001) set standards for the identification of dangerous levels of lead. The standards identify when lead-based paint, lead-contaminated dust, and lead-contaminated soil are hazards. It also establishes residential dust clean-up levels (post-abatement clearance levels) and set dust and soil sampling requirements. However, some painted surfaces may contain levels of lead below 1.0 mg/cm2; these components could create lead dust or lead contaminated soil hazards if the paint is turned into dust by abrasion, scraping or sanding.

Given that the lead evaluation results indicate the presence of lead-based paint, it is essential that the renovation be conducted by a contractor that is Lead Safe Certified. Contractors that are certified will have the following logo attached to their letterhead.


### **APPENDIX A - INSPECTOR AND FIRM CERTIFICATION**





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REPORT OF LEAD PAINT INSPECTION FOR: 7231 Sheridan Blvd, Westminster, Colorado

Inspection Date:	May 14, 2013
Report Date:	May 14, 2013
Abatement Level:	$1.0 \text{ mg/cm}^2$
Report No.	7650
Total Readings:	19

Read				Paint			Lead	
No	Room/Area	Wall	Structure	Cond	Substrate	Paint Color	(mg/mc2)	Result
	Calibration							
	Calibration							
	Calibration							
	Calibration							
	Calibration							
	Calibration							
1	Northeast Bedroom	*	Ceiling	Poor	Plaster	Green	7.9	Pos
2	Living Room	*	Ceiling	Poor	Plaster	Green	>9.9	Pos
3	Dining Room	*	Ceiling	Poor	Plaster	Blue	6.6	Pos
4	Northwest Bedroom	*	Ceiling	Poor	Plaster	Brown	>9.9	Pos
5	Northwest Bedroom	В	Wall	Poor	Plaster	Green	>9.9	Pos
6	Southwest Bedroom	A	Wall	Poor	Plaster	Brown	>9.9	Pos
7	Dining Room Closet	С	Wall	Poor	Plaster	Blue	>9.9	Pos
8	Hallway Bathroom	D	Wall	Poor	Plaster	Brown	>9.9	Pos
9	Upper Stairwell	В	Wall	Poor	Plaster	White	>9.9	Pos
10	Upper Bedroom	C	Wall	Poor	Plaster	Beige	>9.9	Pos
11	Upper Hallway Closet	*	Ceiling	Poor	Plaster	Dark Green	0.2	Neg
12	Lower Stairwell	*	Ceiling	Poor	Plaster	Red	>9.9	Pos
13	Lower Hallway	*	Ceiling	Poor	Plaster	Black	>9.9	Pos
14	Lower Hallway	D	Wall	Poor	Plaster	Brown	>9.9	Pos
15	Exterior	С	Window	Poor	Wood	White	>9.9	Pos
16	Exterior	С	Door	Poor	Wood	Grey	0.0	Neg
17	Exterior	В	Window	Poor	Wood	White	0.0	Neg
18	Exterior	С	Door	Poor	Wood	White	6.9	Pos
19	Rear Entryway	В	Wall	Poor	Plaster	White	>9.9	Pos

---- End of Readings ----

This report has been produced in accordance with accepted guidelines. The measurements contained within are accurate to the best of our knowledge.





P:\CAD SHON\CIVIL\CADD\EXHIBITS\

## SHOENBERG FARM INVESTMENTS TO DATE

Completed Projects/Investments	Grant Contributions	City Investment	Totals
Shoenberg Farm Acquisition Historic Structures Assessment - 6 Buildings	\$501,125 \$24,627	\$163,057 \$24,824	\$664,182 \$49,451
<b>1911 Dairy Barn (two story)</b> Exterior Rehabilitation	\$288,105	\$121,135	\$409,240
<b>1911 Milk and Ice House w 1940s addition</b> Construction Documents         Exterior Rehabilitation	\$21,957 <u>\$172,704</u> \$194,661	\$439,611	\$634,272
<b>1911 Farm House</b> Construction Documents         Abatement and Interior Demolition	\$18,807	\$5,193 <u>\$35,750</u> \$40,943	\$59,750
1911 Carriage House/Garage	\$0	\$0	\$0
1911 Pump House/Power Plant	\$0	\$0	\$0
1950s Concrete Silo Construction Documents Interior and Exterior Rehabilitation	\$13,166 <u>\$71,033</u> \$84,199	\$912 <u>\$23,678</u> \$24,590	\$108,789
1911 Wooden Stave Silo Construction Documents	\$2,500	\$9,694	\$12,194
TOTAL GRANTS/CASH INVESTMENTS	\$1,114,024	\$823,854	\$1,937,878

Notes:

- 1. The City's utilized a 5-year, \$112,724 interest-only loan to finance part of its contribution to the Shoenberg Farm acquisition. The loan was paid off in 2016.
- 2. The State Historic Fund provided \$1,099,535 of the total grant funding for Shoenberg acquisition and rehabilitation projects. The Westminster Legacy Foundation provided grants totaling \$14,489.





# **DEVELOPMENT REVIEW GUIDE**

## CITY OF WESTMINSTER, CO DEPARTMENT OF COMMUNITY DEVELOPMENT **PLANNING DIVISION**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	Pre-Application Meeting	New Project Submittal	Project Reviews	Public Hearings(s) (if applicable)	Checkprint Review	
PROCESS	A Pre-Application meeting is required. Once you have all of the required submittal criteria, you may apply for a pre-app meeting through the City's eTRAKIT project management system. Pre-application meetings will be scheduled within 5-10 business days of verification	In order to submit an new project, you will need to apply for a "Formal Application Request" through eTRAKIT. After Staff has reviewed and approved your request, you will be assigned a "PLN" project number so that you may proceed to uploading the required information for a project submittal.	City staff reviews the Project Submittal for compliance with the Westminster Municipal Code (W.M.C.), existing ODPs, Comprehensive Plan, and other Design Guidelines. Referrals to partner agencies and stakeholders may be issued and	If your parcel or lot is more than 10 acres in size public hearings before the Planning Commission and City Council is required. Planning Commission (PC) meetings are scheduled on the 2nd and 4th Tuesday of each month. However, if there are no items for PC	After all of the comments have been addressed and/ or after approval by the Planning Commission / City Council, staff will notify the owner and applicant that the project may be submitted for Checkprint Review. Once notified by staff,	Sul cor rec Cit and Co
MENT REVIEW	<ul> <li>that all submittal materials</li> <li>have been provided.</li> <li>Applicants will be contacted</li> <li>within 2 business days of the</li> <li>submittal to schedule the pre-</li> <li>application meeting. Required</li> <li>submittal materials include:</li> <li>Project Information Form</li> <li>Preliminary Architectural</li> <li>Information (i.e. massing)</li> <li>Preliminary Site Plan</li> </ul>	<ul> <li>When submitting your project you will need to provide the following information that is very important.</li> <li>Proof that the current property owner is aware of the proposed project. This can be accomplished by providing a Statement of Authority notarized and</li> </ul>	comments integrated into Staff Review comments. Neighborhood meeting(s) may be required. Staff issues comments to owner and applicant (per project application). Ist Review takes <b>4 weeks.</b>	<ul> <li>action the meeting is not held.</li> <li>If your item requires the approval of City Council (CC) it will generally go to PC and then CC.</li> <li>Public hearings usually add 4 - 6 weeks to the review process per hearing.</li> </ul>	submit a final electronic copy of the plan set for review by City Staff prior to producing mylars. If no formatting changes are required, staff will notify the applicant to prepare and submit the mylars for recording by changing the project TRAKIT status to PENDING RECORDATION.	dra pla afte bee RE RE pe
DEVELOP	A typical Pre-Application meeting will last 90-minutes. A summary of the meeting will be sent within 4 business days of the pre-application meeting.	<ul> <li>recorded by the County.</li> <li>All items required by submittal guide</li> <li>Review Fees</li> <li>PDP Submittal Guide</li> <li>PDP Technical Template</li> </ul>	<ul> <li>Revise Project</li> <li>Address the comments from Staff review.</li> <li>Submit revisions</li> <li>Additional reviews take</li> <li>3 weeks</li> </ul>	If a public hearing is not required, skip this step	(7) 1 week	
	No fee is currently required for the pre-application review. If you need assistance, please call 303-658-2092.	ODP Submittal Guide ODP Technical Template Statement of Authority Owner Authorization Letter				

## **STEP 6**

## Recordation

bmit mylars with mpleted owner rtifications and required cording fee. Staff obtains y stamp and signatures d records mylars with unty.

## 1 week

te: Civil construction awings and building an sets can be submitted er the TRAKiT status has en changed to PENDING CORDATION.

- quired prior to building rmit:
- Letter of credit. bond or cash
- Signed Public and
- Private Improvements
- Agreement (PIA & LPIA)
- Pay Public Art Fee (if
- cash-in-lieu)
- Pay School Dedication Fee
- Tree Mitigation Fee

### Created by: Stephanie Ashmann (Senior Planner) August 2018

## Additional **Steps After** Development Review

1) Create and record a final plat with the Engineering Division.

2) Apply for building permits and land disturbance permit.

3) ODP Inspections

- Make a phone call . once building construction, private improvements, and landscaping are complete to schedule an ODP inspection.
  - If corrections are needed, further ODP inspections may be necessary.

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If changes are made in the field that are not shown on the ODP, an ODP amendment may be required (go back to Step 2) and a certificate of occupancy will not be issued.

This guide is intended to be a general overview of our PUD development review process. However, additional steps, information or processes may be needed which may affect the overall process and/or timeline.