

Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
303.739.7217



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January 3, 2024

Jim Bergman
Kaiser Foundation Health Plan of Colorado
10350 East Dakota Avenue
Denver, CO 80247

Re: Initial Submission Review – Kaiser Permanente Re-Plat

Application Number: **DA-1005-31**

Case Numbers: **2023-3059-00**

Dear Jim,

Thank you for your initial submission, which we started to process on December 14, 2023. We have reviewed your plans and attached our comments along with this cover letter. The first section of our review highlights our major comments. The following sections contain more specific comments, including those received from other city departments and community members.

Since several issues remain, you will need to make another submission. Please revise your previous work and send us a new submission on or before January 29, 2024.

Note that all our comments are numbered. When you resubmit, include a cover letter specifically responding to each item. The Planning Department reserves the right to reject any resubmissions that fail to address these items. If you have made any other changes to your documents other than those requested, be sure to also specifically list them in your letter.

As always, if you have any comments or concerns, please let me know. I may be reached at 303-739-7468 or at Jschirem@auroragov.org.

Sincerely,

James Schireman
Planner I
City of Aurora Planning Department

cc: Britt Palmberg, Rick Engineering, Agent
Justin Andrews, ODA
Filed: K:\\$DA\1005-31rev1



Initial Submission Review

SUMMARY OF KEY COMMENTS FROM ALL DEPARTMENTS

- Avigation Easement is needed.
- Clarification regarding ROW to the north needed by Civil Engineering
- Redlines and Advisory Comments from Land Development Services

PLANNING DEPARTMENT COMMENTS

1. Community Questions, Comments and Concerns

- 1A. Thirteen (13) registered neighborhood organizations and eight (8) adjacent property owners were notified of the Subdivision Plat application. As of the date of this letter, no public comments have been received. Review comments were received by four outside agencies. One outside agency, Arapahoe County Planning, stated that they had no comments and are therefore not attached to this letter. Two other outside agencies, RTD and Xcel Energy, did have comments and you will find them included in this letter.

2. Completeness and Clarity of the Application

- 2A. Upon your next resubmittal, please submit a narrative that describes your subdivision application, including the purpose, scope, and desired outcome for this property.
- 2B. Please pay the outstanding application fee, \$10,525, before providing your next submittal. A 2nd round of review cannot proceed unless this fee has been paid.

3. Zoning and Subdivision Use Comments (James Schireman / 303-739-7468 / jschireman@auroragov.org / Comments in teal)

- 3A. This property lies within the Airport Influence Zone Overlay District. As a result, an avigation easement document will need to be executed before recording the plat. Please see the template attached and fill it out with the appropriate information. Should an avigation easement already exist for this property, please provide a copy of the recorded document.
- 3B. Please take note that these adjusted parcels are subject to the regulations of the Aurora Centretech Design Guidelines, which have been attached to this letter for your benefit. Any new development occurring on these adjusted parcels will be required to adhere to the guidelines in addition to the provisions of the Unified Development Ordinance.

4. Addressing (Phil Turner / 303-739-7357 / pturner@auroragov.org)

- 4A. No comments at this time

REFERRAL COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

5. Civil Engineering (Julie Bingham / jbingham@auroragov.org / 303-739-7403 / Comments in green)

- 5A. Please clarify whether 25' of the right of way will be dedicated at the northeast corner to connect E. 1st Avenue to Airport Boulevard.

6. Traffic Engineering (Jason Igo / jigo@auroragov.org / Comments in amber)

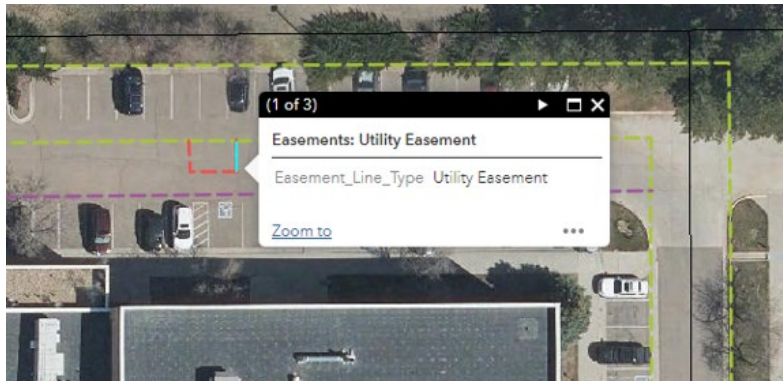
- 6A. The proposed parcel boundaries would not allow for access on Centretech Parkway. Please shift the shared property line roughly 40' to the west so it aligns with the adjacent access to the south.
- 6B. Please show the adjacent access on Centretech Parkway to the south of the proposed parcels.

7. Fire / Life Safety (Erick Bumpass / ebumpass@auroragov.org / 303-739-7627 / Comments in blue)

- 7A. Please clearly identify which lot line is being removed to combine the lots on the plans.



- 7B. A Pocket Utility Easement is shown in the middle of the drive aisle on the current Easements Map. Please work with Land Development Services to ensure what is shown properly reflects what is on site. (snapshot provided below)



- 7C. Please incorporate the inside turning radii at the north end of the existing Fire Lane and Utility Easement.

8. Aurora Water (Alicia Caton / 303-739-7490 / acaton@auroragov.org / Comments in red)

- 8A. Relabel utility easements as water easements per the provided redlines.

9. Land Development Services (Roger Nelson / 303-739-7294 / rnelson@auroragov.org Comments in magenta)

- 9A. Send in a closure sheet for description.
9B. Send in the State Monument Records for the aliquot corners used in the plat.
9C. Refer to and address the redline comments provided on the plat.
9D. (Advisory Comment) Send in the updated Title Commitment to be dated within 30 calendar days of the plat approval date. (This Commitment should be submitted at the time of your final submittal of the electronic Plat for recording.)
9E. (Advisory Comment) Send in the Certificate of Taxes Due to show they are paid in full up to and through the plat approval date of recording. Obtained from the County Treasurer's office. (This Certificate of Taxes should be submitted at the time of your final submittal of the electronic Plat for recording.)
9F. (Advisory Comment) Be advised - sometimes the margins or scale factor may not match the County or City standards as stated in the Subdivision Plat Checklist. If any of these factors are misaligned or the scale does not match the drawing information, then this may cause the plat to be sent back and corrected, thus adding time to your submittal. And in turn, you may need to update the Title Commitment to bring it within the 30-day time limit. Please check these items before sending the plat in for recording.

10. Revenue- Aurora Water (Melody Oestmann / 303-739-7244 / moestman@auroragov.org)

- 10A. Storm drainage development fees are due in accordance with 2.108 acres at \$1,242.00 per acre resulting in \$2,618.14 (due at the time of plat recording). Commercial users with meters one and one-half inches and smaller with landscaped areas not served by a separate irrigation system shall be charged an outdoor fee based on the total landscaped area.

11. Regional Transportation District (RTD) / 303-299-2439 / Engineering@rtd-denver.com

- 11A. Please note that the location for this plat is adjacent to RTD bus stop # 24123 on Centretech Pkwy & Airport Blvd - WBFS. The bus stop should be included in any forthcoming development plans. The developer should plan on making improvements to the existing bus boarding area to provide an ADA-compliant bus boarding area. Please refer to section 810 of the 2010 ADA standards.

12. Xcel Energy (Donna George / 303-571-3306 / donna.l.george@xcelenergy.com)

- 12A. Please see the attached letter on the following page for preliminary comments regarding new gas or electric services as well as additional easements.



Right of Way & Permits

Facsimile: 303.571.3284

Donna.L.George@xcelenergy.com

January 2, 2024

City of Aurora Planning and Development Services
15151 E. Alameda Parkway, 2nd Floor
Aurora, CO 80012

Attn: James Schireman

Re: Kaiser Aurora Centretech Park Subdivision Filing No. 2, Case # DA-1005-31

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the replat for **Kaiser Aurora Centretech Park Subdivision F2** and has no particular concerns with the lot consolidation.

Please be aware PSCo owns and operates existing natural gas and underground electric distribution facilities within the subject property. The property owner/developer/ contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

For additional easements that may need to be acquired by separate PSCo document for new facilities (i.e. transformer), the Designer must contact a Right-of-Way Agent.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



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Aurora CentreTech Park is a 272-acre master planned development in Aurora, Colorado, centrally located in metropolitan Denver, Colorado. The project is primarily an office/industrial complex, integrated with a limited amount of supportive residential and commercial use. Adjacent is a community shopping center, with many features to service the public. CentreTech

is designed to offer the advantages of a well-located, carefully planned business park to residents who desire a functional, aesthetic environment in which to conduct business. A planned 9 hole golf course and practice range, the Highline Canal recreation trail, and the 140 acre City open space are amenities adjacent to Aurora CentreTech.

■ Intent



The purpose of these development guidelines is to protect and enhance the overall investment of owners in the development, while allowing flexibility and individual expression in the design of the separate parcels. To insure the overall design integrity of CentreTech, all new construction, exterior remodeling and site improvements will be subject to review by the Design Review Committee. The Committee is appointed by the Declarant for the duration of the development period.

These guidelines provide a basis for the review and evaluation of development proposals submitted to the Committee, and do not replace or take precedence over any local, state or national codes or ordinances. Each developer-owner is responsible for processing and obtaining all approvals and permits from the appropriate governing agency; however, the Design Review Committee will actively support those proposals which meet its guidelines. The Committee retains flexibility in its evaluation of proposals to allow innovative development concepts. The Committee may excuse compliance with requirements which are not appropriate or necessary in specific situations, and may permit compliance with alternative requirements.



The CentreTech Design Review Committee, referred to as “*the DRC*” or the “*Committee*” in these guidelines, is established by the covenants of Aurora CentreTech Park. The DRC’s function is to establish, interpret, amend and enforce the design guidelines, to review proposed improvements, to inspect those improvements, to issue certificates of compliance with those guidelines and to notify the Association of “failure to comply” violations.

The Design Review Committee shall consist of five members who will be appointed by the Declarant. The Declarant may, at its discretion, replace members of the Committee during the Development Period. After the Development Period, the Committee members will be elected by a majority vote of the owners and tenants. The Development Period shall run until the Declarant no longer has any financial interest in Aurora CentreTech park or elects to end the Development Period. Three members of the DRC will constitute a quorum.



The design review requirements established by the CentreTech Park Design Guidelines follow those established by the Municipal Code of the City of Aurora for Planned Building Groups and the platting process.

To facilitate development approval, DRC review and City of Aurora review should be viewed as a coordinated process where the application is subject to Aurora code. The applicant should be aware of city review timetables and should structure plan submission to the DRC so that sufficient time for plan modifications can be scheduled.

No building structure or other site improvement shall be erected or altered in CentreTech until the site plan, architectural plans, and landscaping plans have been approved by the DRC. Anyone seeking to undertake such improvements or alterations shall follow the design review procedures described below.

The design review procedure consists of five steps:

- ☐ *Pre-Application Conference*
- ☐ *Preliminary Application*
- ☐ *Final Application*
- ☐ *Construction Review*
- ☐ *Certificate of Compliance*

Pre-Application Conference

Prior to the formal submittal of any request for approval to proceed with building and/or site improvements, an informal pre-application conference shall be held between the applicant and the DRC. This conference shall serve to acquaint the applicant with the covenants and design guidelines of CentreTech and to allow the Committee to become familiar with the applicant's development intent and design philosophy. While a schematic site plan and building concept drawings would aid in discussion of this conference, applicants are encouraged not to prepare detailed designs which might require extensive revision as a result of the pre-application conference.

Suggested written material for discussion at the pre-application conference would include:

- ☐ *General project concept*
- ☐ *Specific uses proposed, and intensity of use proposed (floor area and parking demand)*
- ☐ *Proposed construction timing*
- ☐ *General concepts concerning building size and exterior materials, and site plan concepts:*
 - *Setback requirements*
 - *An exterior materials package shall include roof materials and color, wall treatment, glass and glazing*
 - *Site plan concepts shall include site organizations, landscaping, irrigation, grading, lighting, and signage*

Preliminary Application

Review by the DRC will not commence until all specified information has been submitted. Regularly scheduled committee meetings will be held once a month, at which time the applicant may present the proposal. Applications shall be submitted to the Committee ten (10) days prior to a regularly scheduled meeting. Within ten (10) days after presentation, the DRC will notify the applicant in writing of approval or disapproval of the application. An approved application may proceed directly to the final application process. A disapproved application will be given detailed, written reasons for its disapproval and may be resubmitted when requested modifications are complete. Resubmitted applications also shall be submitted to the Committee ten (10) days prior to a regularly scheduled meeting, and notice of Committee action shall be made within ten (10) days following such meeting.

Based on the results of the pre-application conference, the following information shall be submitted by the applicant. Two full sets of plans and information shall be submitted with the application.

Conceptual Site Plan Submittal:

- a. Location and size of buildings, with dimensioned setbacks.
- b. Curb cuts and access points for autos and service vehicles.
- c. Parking areas, islands, and drive aisles, with number of spaces noted.
- d. Pedestrian circulation system.
- e. Loading areas (location and design).
- f. Trash enclosures (location and design).
- g. Conceptual landscape plan.
- h. Location and schematic design of all directional and identification signs.
- i. Location and schematic design of all site lighting fixtures and foot candle designations (minimum and maximum averages).
- j. Preliminary drainage plan.

Site plan shall be prepared on a topographic map of 2' contour interval; Scale 1" = 40', unless otherwise approved by DRC.

Schematic Building Plan to show:

- a. Typical floor plans with exterior dimensions and total gross floor area noted.
- b. Dimensioned elevations to show all sides of structure, indicating relationship to existing grade and finished grade.
- c. Notations explaining building materials, colors and finishes.
- d. Special attention to storage areas, mechanical equipment, loading docks and trash receptacles.

Scale: $\frac{1}{8}" = 1'0"$, unless otherwise approved by DRC.

Written materials to include:

- a. A description of the proposed activities in sufficient detail to evaluate the potential extent of any noise, odor, glare, vibration, smoke, dust, gases, radiation, radioactivity, or hazardous wastes that may be created.
- b. An estimate of the number of employees contemplated for the proposed development.
- c. A tabulation, expressed in square feet and in percent of site coverage, to describe:
 1. Building coverage (footprint)
 2. Landscaped open space (including pedestrian ways)
 3. Driveways, parking and loading areasThis tabulation should total to 100% of the site.
- d. A proposed building construction schedule to describe:
 1. Start of site preparation and building construction
 2. Building completion
 3. Landscape and site work completion
 4. Phasing and expansion plans

After preliminary approval, a final application may be submitted. As with the Preliminary Application, materials shall be submitted ten (10) days prior to a regularly scheduled monthly meeting of the DRC, the application shall be heard by the DRC, and approved or disapproved within ten (10) days. If the final plan is disapproved, detailed reasons for its disapproval will be given in writing, and the application may be resubmitted with modifications as requested by the DRC. Resubmitted applications shall be submitted ten (10) days prior to a regularly scheduled monthly meeting of the DRC, and approved or disapproved within ten (10) days of that meeting.

The following information shall be submitted for the final application. In addition to the Planned Building Group (City of Aurora) requirement, this information shall be required. Two copies of the Planned Building Group materials shall be submitted along with the following:

Site Development Construction Drawings to show:

- a. Location and size of building/easements/utility locations.
- b. Curb cuts and access points for autos and service vehicles.
- c. Parking areas, islands, and drive aisles with number of spaces noted.
- d. Pedestrian circulation system.
- e. Loading areas (location and design).
- f. Trash enclosures (location and design).
- g. Open space areas.
- h. Finished contour grading/drainage plan with drainage structures and any drainage storage required.

Site plan shall be prepared on a topographic base map of 2' contour interval; Scale: 1" = 20' unless otherwise approved by DRC.

Landscape Construction Documents to show:

- a. Grading, water retention, retaining walls, rockwork, and slope stabilization.
- b. Walkways, plazas, decks, walls and fences (typical details and materials).

- c. Trees, shrubs, ground covers, grasses and mulches, indicating type and size.
- d. Site furnitures: benches, fountains, kiosks, trash receptacles, flagpoles, etc.
- e. Irrigation plan including line size, locations, valves, and controllers.
- f. Materials list, including type, size, quantity and specification of all materials.

Landscape plan shall be prepared on a topographic base map of 2' contour interval; Scale: 1" = 20' unless otherwise approved by DRC.

Signage and Lighting Construction Documents to show:

- a. Location of all information and direction signs.
- b. Location of all lighting fixtures by type (e.g., area, building, accent, security, signage).
- c. Signage system design: plan and elevation drawings to show the size, graphic layout, type face, construction details, materials, color and lighting method of all signs.
- d. Lighting system design: plan and elevation drawings to show the size, construction details, materials, and color of all light fixtures.

Plan shall be at a scale of 1" = 20', unless otherwise approved by DRC.

Building Construction Documents to show:

- a. Building floor plans.
- b. Exterior elevations, colored to accurately indicate the colors and materials to be used.
- c. Actual samples of all exterior building materials, as requested by the DRC.
- d. Fire control center.

Written material to include:

A tabulation, expressed in square feet and in percent of site coverage to describe:

- a. Building coverage (footprint)
- b. Landscaped open space (including pedestrian ways)
- c. Driveways, parking and loading area

This tabulation should total 100% of the site.

Construction Review/Certificate of Compliance

The DRC shall have the right to review the construction work in progress at any time to evaluate compliance with the construction documents as approved, and may cause construction to be halted or prevent occupancy until the construction is brought into compliance.

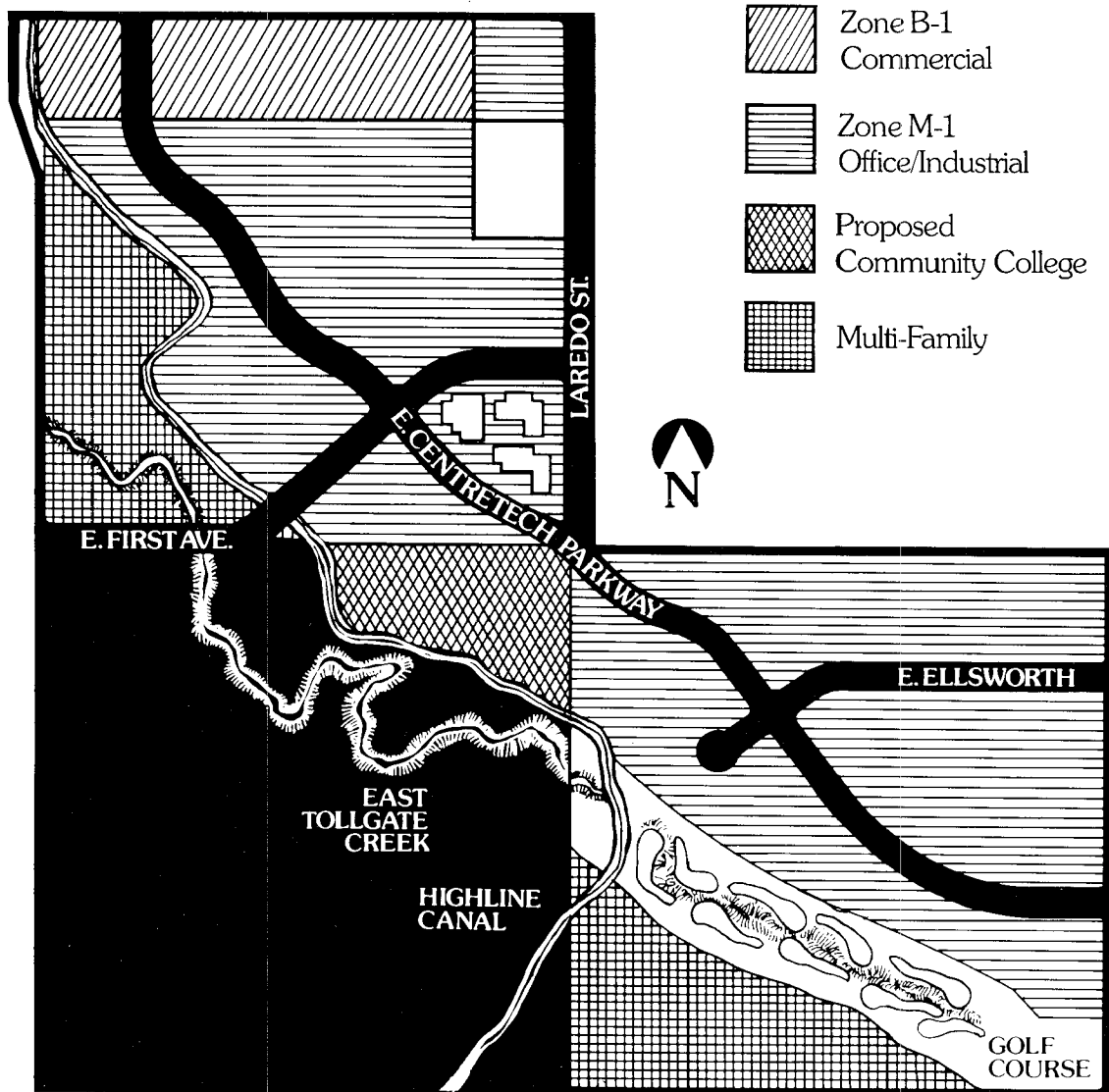
When the applicant determines that the project is substantially complete, he shall notify the DRC. The DRC shall retain an outside independent inspector to review the project and to determine that all site and building construction is in accordance with the approved documents. Coordination with City inspection timing and procedures will take place and adherence to City requirement shall supercede those of the DRC. Based on the inspector's review, the DRC shall issue a written "Certificate of Compliance" to the applicant, confirming that the construction is in compliance with those approved documents.

Improvement Survey

Upon final completion, the applicant shall be responsible for providing to the DRC a mylar reproducible improvement survey drawing ("as-built") of the site. This drawing shall be prepared and certified by a registered land surveyor selected by the DRC, and shall document the location, elevation and description of all improvements and easement conditions to include buildings, utilities, signs, light fixtures, drainage swales, finish grades, walkways, parking area and open landscaped areas.



Land Use Areas



Aurora CentreTech Park is an office/industrial complex, which includes retail-commercial uses. Permitted land uses are established by municipal code of the City of Aurora. The covenants of CentreTech Park describe precisely the uses permitted in each development zone. The

commercial zone (B-1) is intended for retail businesses, professional offices and personal services firms, while the office/industrial zone (M-1) is intended for office and research facilities, sales/warehousing facilities and light manufacturing uses.

Commercial Area (B-1 Zone)

The commercial area of CentreTech Park will contain retail establishments dealing in convenience goods such as groceries and drugs, durable goods such as appliances and home furnishings, fashion goods such as clothing, and shoes. Personal services such as beauty shops, restaurants and banks may also be included.

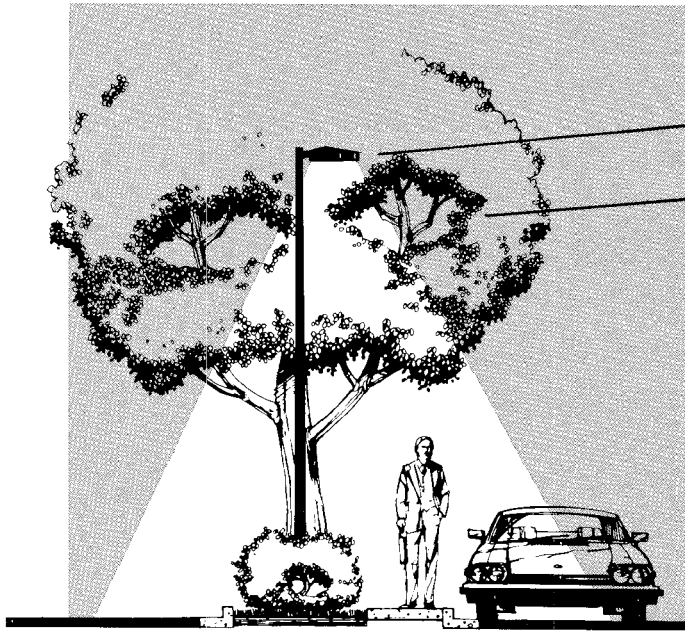
All uses identified by the City of Aurora B-1 zoning category will be allowed in the commercial area except upholstering establishments, ambulance services, and restricted light industrial uses.

Office/Industrial Areas (M-1 Zone)

The industrial area of CentreTech Park will include those uses allowed under Sections 41-492 and 41-493 of the City of Aurora Code which operate in a clean and quiet manner, offices, and research facilities. Public facilities needed by district and surrounding area residents may also be included.

Height and Bulk Requirement

The allowable height and bulk, open space and floor area ratio requirements shall be governed by the Municipal Code of Aurora, as may be amended. Certain additional standards will be required by the design guidelines in the interest of an improved development.

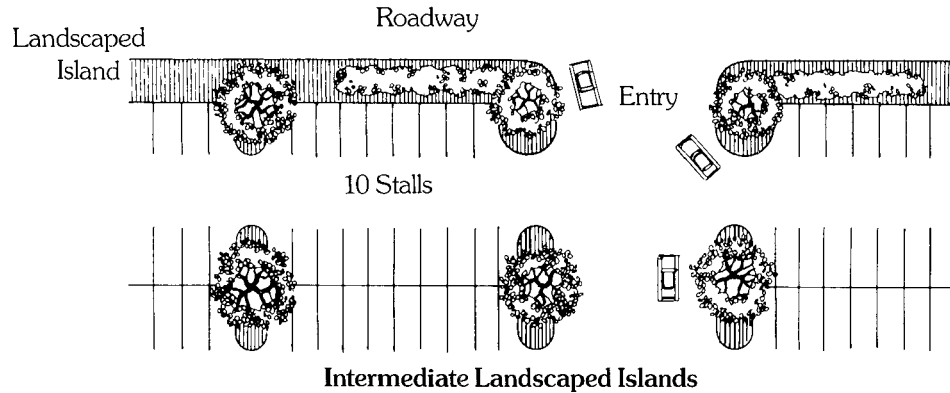


Light Standard

Zone B/C Tree
One/Island Min.

Parking lot design and space requirements shall be governed by the Municipal Code of the City of Aurora.

Landscaped islands, equal in size to the adjacent stall (*containing a minimum of 170 square feet*) shall be provided at a ratio of one planting island per ten parking spaces.

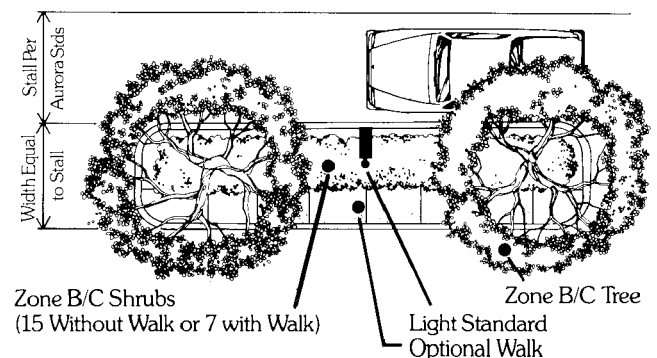


Entry Islands

Entry islands (*parkways*) shall be eight feet (8') in width, minimum.

Cross access easements which allow shared access drives between adjacent properties will be encouraged.

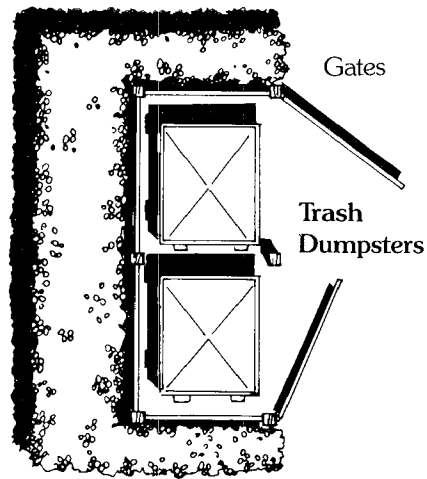
Curb cuts to any one street should be minimized and shall be subject to DRC approval.





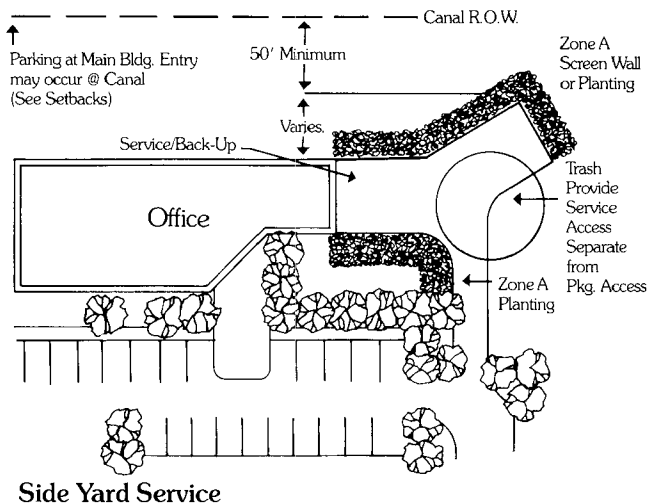
Solid 6' Screen Fences
3-sided with Gates

Planting on 3 sides
of Trash Location

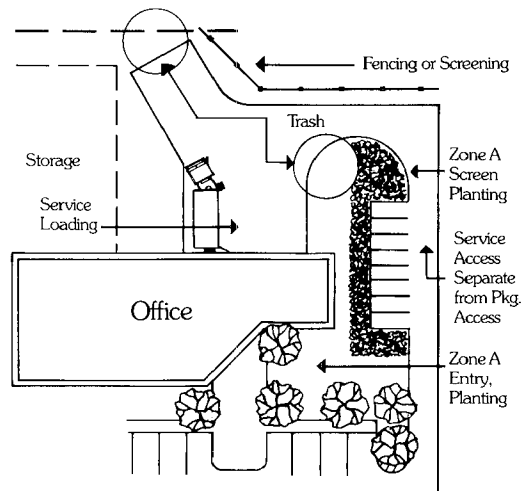


Service and loading areas shall be integrated into the building and site design. All dumpster pads shall be concrete. A six foot (6') grated, screen fence of the same facing material as the building shall fully enclose all trash areas.

All loading areas will be located at the rear of buildings with a minimum hedge row of columnar plant material at least 12' in height at the time of maturing.



Side Yard Service



Rear Yard Service

Pedestrian and Bicycle Access

Clear, convenient, and desirable pedestrian and handicap access to parking areas, building entrances and other pedestrian paths shall be provided.

Pedestrian walks shall be a minimum of 4½ feet wide. Handicap ramps shall be integrated into the building and site design and shall have a minimum width of 4½ feet and a maximum slope of 7% for not more than six lineal feet.

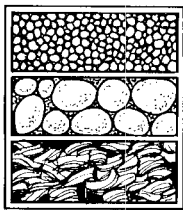
Bicycle parking shall be provided on each building lot, preferably adjacent to major building entrances. One bicycle space must be provided for each anticipated 20 employees or a minimum of four per building. All bike racks must be lockable and located with a concrete or brick paved area adjacent to sidewalk, not encroaching on the walk.



Planting Concepts should utilize native or drought tolerant species, reflect water conservation and efficient use of irrigation. Methods fulfilling these water conservation objectives include site grading and planting techniques to minimize irrigation water runoff and the use of trickle or drip irrigation systems.

Landscaping materials must be selected from the approved tree and plant list in the Appendix of the Guidelines.

All mulch shall be applied over a single layer of black, 6 mil poly. Acceptable mulch ground covers are as follows:



Gravel
¾"-1½", brown, grey

Cobble
4-6", grey, sealed with pea gravel

Chipper Chip/Pole Peelings

The complete ground plane must be improved and all planting beds, except flower-beds, must have a 4" depth of inert material. Chipper chip and pole peelings are acceptable, however, non-binding organic mulches such as wood nuggets shall not be used. Sod or seed areas must be separated from planting beds by a steel edger, wood header, or concrete curb.

All planting beds and grassed areas are to be irrigated with an automatic, timed system. Native seed areas must be irrigated for an initial two year period. Following this period, appropriate measures to water or irrigate on a temporary basis shall be employed for fire control and proper watering of native grass. Above ground manifolds are not acceptable, all plumbing must be "in-line", located in a below grade pit. Irrigation shall be limited to the hours of 9:00 p.m. and 5:00 a.m.

Care shall be taken to insure erosion and sediment control during construction. All land-forms should be integrated into the site design and must not exceed a slope of 3:1.

Lot owners shall be responsible for fully screening equipment located on private property from street, major building entrance and parking lot views (transformers, telephone equipment, communication disks). Screening methods include the following: walls of material comparable to the building, brick faced solid masonry walls, earth mounds and planting, and wood screens. For wood screens, a minimum of 2" stock shall be used and all surfaces shall receive two coats of solid wood stain. Care shall be taken to integrate design treatment into the overall site plan and to allow easy access for equipment maintenance.

Utility easements should be landscaped in a manner compatible with the overall site design. Landscape development of utility easements shall stress ease of access to underground utility lines. Trees must not be located within utility easements and shrubs must be carefully sited to minimize the need for their disturbance during repair operations.

All roadways and service areas must be paved. Acceptable paving materials for pedestrian walks and plazas include concrete, brick and fixed-in-place stone pavers.

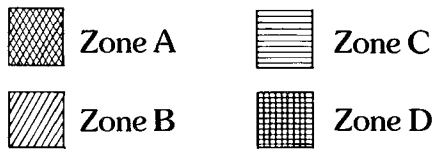
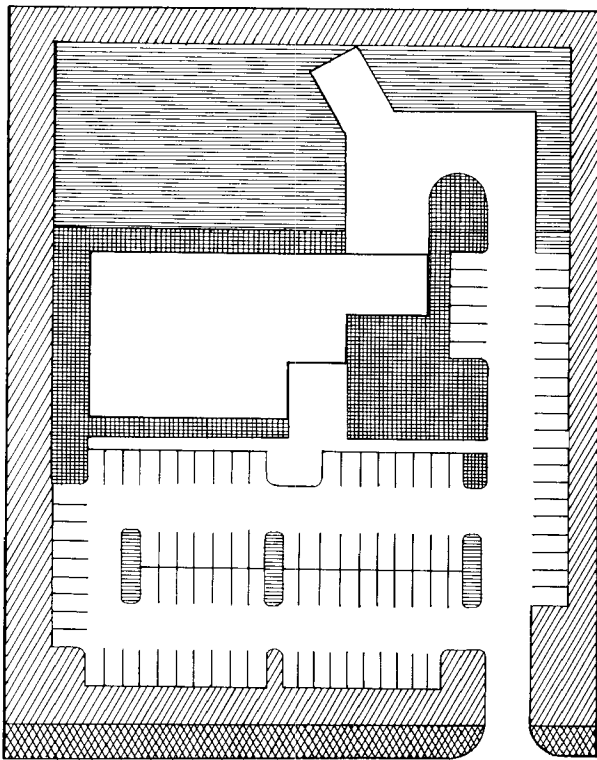
All areas which have been disturbed in the construction process shall be returned to a state deemed acceptable by the DRC. Backfill material under paved areas shall be 95% Standard Proctor Density, ASTM D698. No saw cutting of concrete shall be permitted. Concrete shall be removed and again replaced at the nearest control joint.

The minimum patch width for asphalt area shall be four feet (4').

Maintenance

The lot owner has the responsibility to keep landscaped areas in a neat, clean and healthy condition. Maintenance practices shall include proper pruning, mowing, weeding, removal of litter, fertilizing, replacement of plants when

necessary and regular watering of all plantings and lawn areas except native seed areas. Native grasses shall be regularly watered for an initial two-year period. Following this period, these areas can be watered on a temporary "as needed" basis.



Zone A

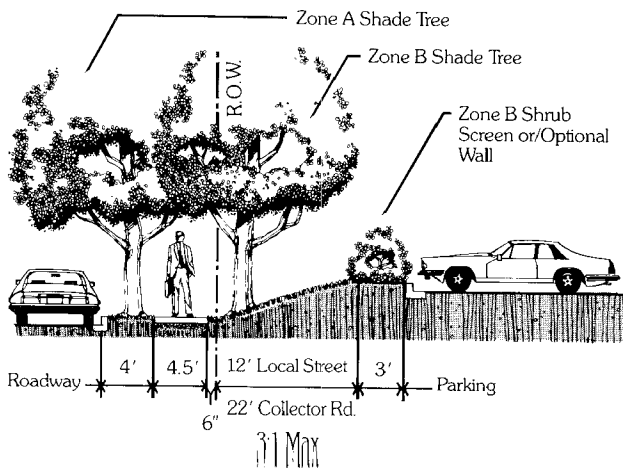
This zone is located within dedicated rights-of-way. Landscape development and maintenance will be the responsibility of the lot owner.

This zone should be designed using landscape materials which require low maintenance. Plant materials shall be trees (seedless locust and green ash preferred) with sod as the ground cover.

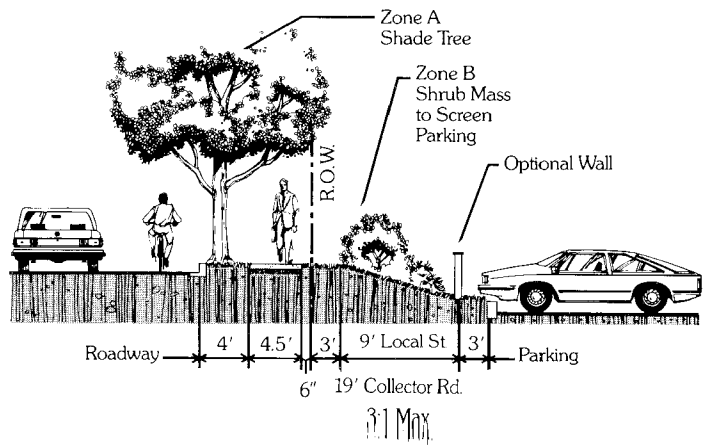
Roadway intersections and pedestrian crossings should be designed so that they are distinct and easily identifiable. A 30 foot sight triangle measured from the flow line shall be maintained for all public roadway intersections, with a 50 foot sight triangle maintained free of trees.

Large shade trees shall be located a maximum of 50' on center. Small ornamental trees shall be located a maximum of 40' on center. For every 50 lineal feet of right-of-way, a minimum of two trees must be installed. All lawn areas will be bluegrass sod, seed is not acceptable in this zone. All shrub beds will be covered with a minimum of 4" pole peelings over 6 mil poly in this zone. Ryerson steel edger is the only acceptable edger for beds. ($\frac{3}{8} \times 6"$ — staked every 18".)

Up-Slope R.O.W./Parking Edge



Down-Slope R.O.W./Parking Edge



Zone B

This zone is located within the areas between setback lines and public rights-of-way, and on the perimeter of the lots. Lot owners shall be responsible for landscape development and maintenance. Landscape development of this zone should be compatible with that of Zone A. Similar plants, landscape materials and design style should be used to unify the streetscape.

Parking areas shall be buffered from adjacent uses and streets by an effective screen at least 42" high. Screening techniques include earth mounding, planting or a combination of both. Solid masonry walls, particularly when used for earth retaining are acceptable visual screens. They should, however, be compatible with building architecture. Wood fences will not be accepted as a satisfactory screening technique.

Native seed or bluegrass sod is acceptable within this zone. Native seed must not exceed 6" in height. One tree and four shrubs per every 400 square feet of landscape area are required. Shrub areas are recommended within this zone for screening purposes. Shrubs used for screening of parking lots must be in beds and not planted closer than 3½' to back of curb. (See approved mulches.)

Zone C

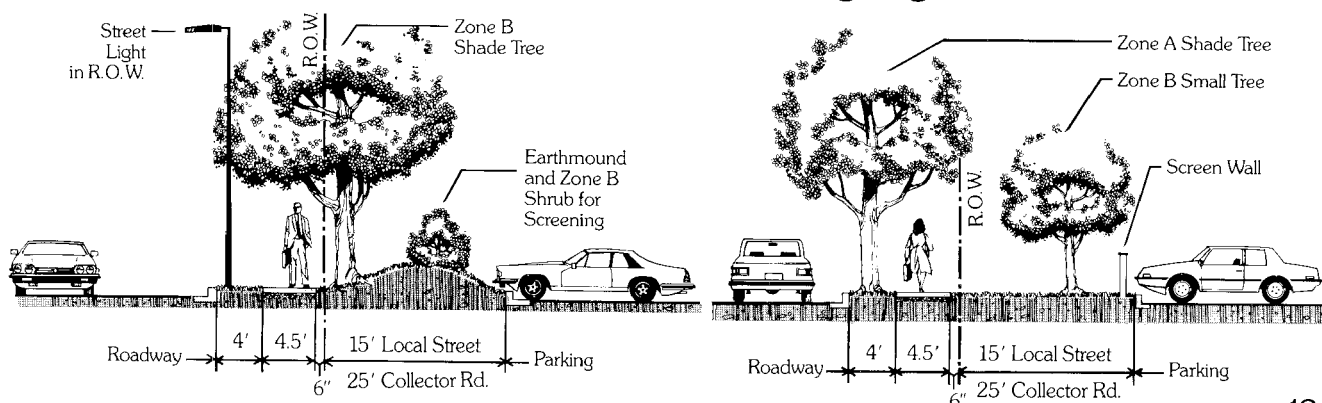
This zone consists of interior drives, parking lots and areas not within Zones B and D, as determined by the DRC.

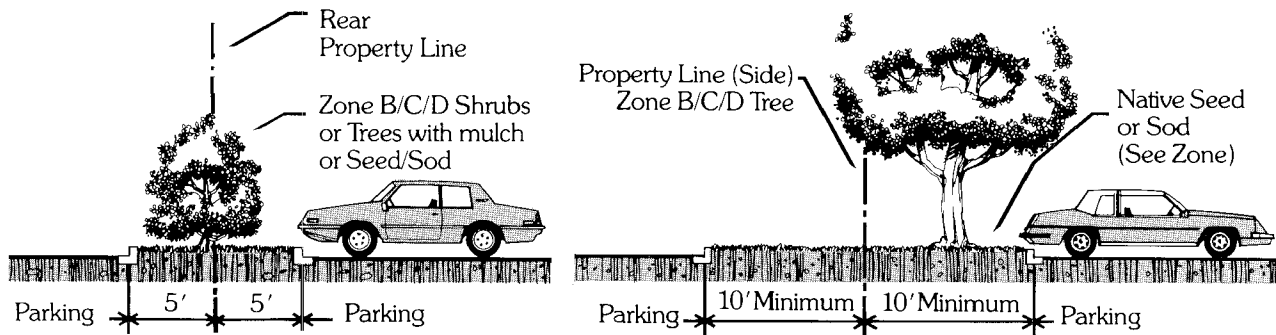
Required parking lot landscape islands can be combined and shall be planted with trees to soften the visual appearance of paved areas.

Two large shade trees and 15 shrubs are required per landscape island and must be at least 3½" above top of curb.

Sidewalks must be attached to curbs adjacent to parking areas. Walks to be installed shall offer clear, direct circulation to the building.

On-Grade R.O.W./Parking Edge





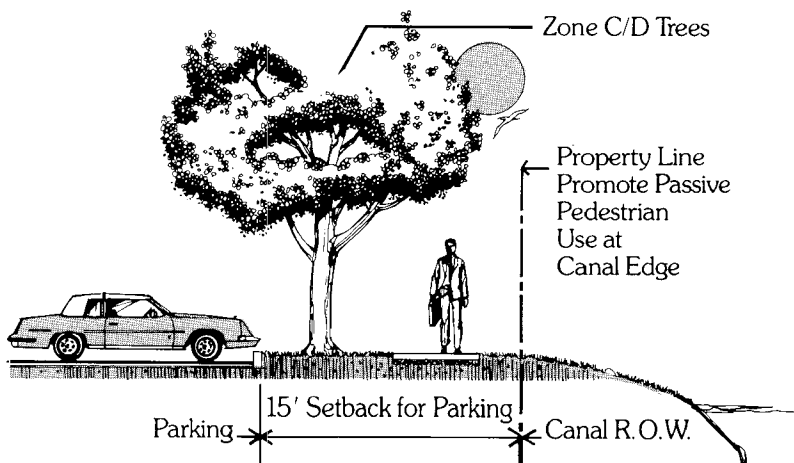
Zone D

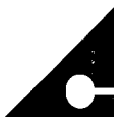
This zone encompasses a minimum of 20' in all directions from the building facade in areas not within Zones B and C as determined by the DRC. Lot owners are responsible for its landscape development and maintenance. Design treatment should emphasize major building entrances, softening blank building facades with plant masses, earth mounds, screening loading, service and utility areas. A transition between the building and landscape development of the remaining site should occur within this zone.

It is the intent of this zone to intensify site development with trees, shrubs, ground covers and site amenities. Zone D shall require one tree and four shrubs for every 250 square feet of landscape area within the zone.

In all zones cumulatively, at least 30% of all trees must be coniferous.

The DRC intends to use a flexible interpretation of these zonal guidelines. Designs utilizing open space beyond minimum requirements, decorative lamp standards, landscaping furniture, flower beds, plazas, water features, etc.; may be offset by reduced zonal requirements.





The design and location of all exterior signage shall be reviewed and approved by the DRC. Signage will conform, at a minimum, to applicable requirements and procedures of the Aurora Sign Code. Site identification signage shall be limited to ground signs and to building wall signs. On-site directional signage (*entrance, parking service, etc.*) and on-site multiple-user directories shall be allowed.

Illumination of on-site signage can either be backlit from a light source mounted within the sign or washed from a ground mounted fixture.

Single-User Building Signage

Each building lot occupied by a single user may have two types of signs. One sign type is a building wall sign and can only include the company or business name, building address and logo. There may be only one wall sign per building. Building signs shall be individual letters, numbers and/or symbols.

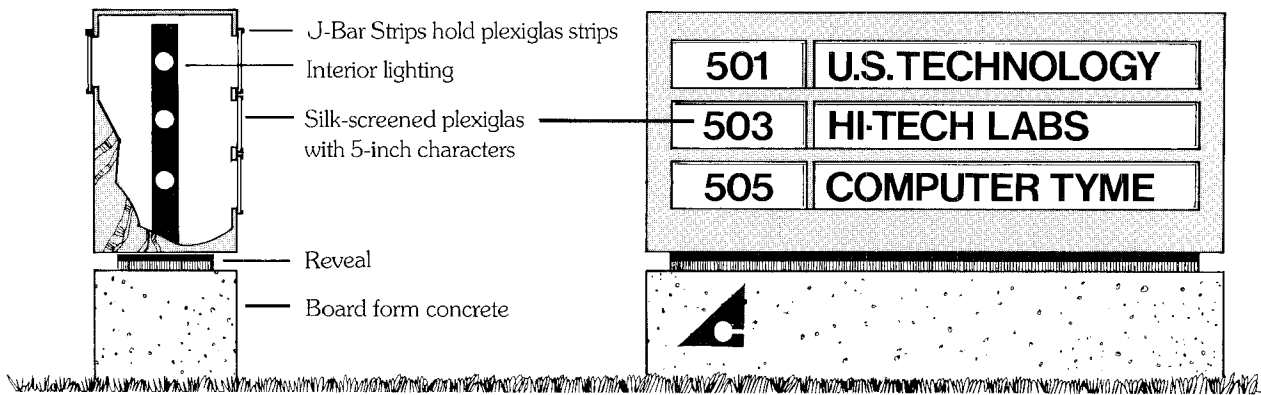
The other sign is a ground sign which may be located at each site entrance driveway. The sign may include only the company or business name, building address and logo. Preferred signs are individual letters, numbers, and/or symbols on a background of masonry, stone or the building material.

Multiple-User Building Signage

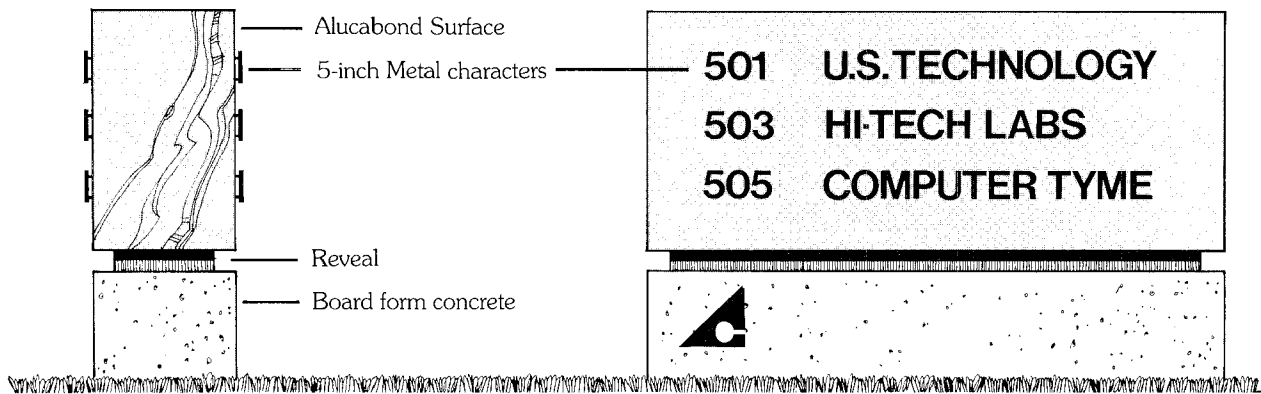
Each building lot occupied by multiple users may have three signs. One sign is a building wall sign and can only include the building name, address and logo. There may be only one wall sign per building. Building signs shall be individual letters, numbers and/or symbols.

The second type of sign is a ground sign which may be located at each site entrance driveway. The sign can only include the building(s) name, address and logo. Preferred signs are individual letters, numbers, and/or symbols on a background of masonry, stone, or building material.

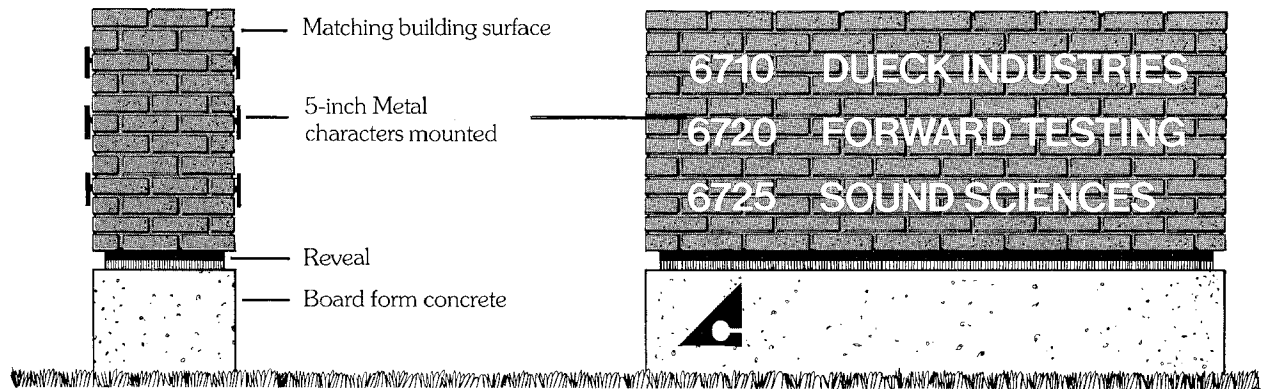
The third type of sign is a directory of multiple users which is also a ground mounted sign. The sign should be located so that it is visually accessible to both pedestrians and drivers. Its location should not, however, create hazardous situations where drivers reading the sign obstruct both off and on-site traffic.



Illuminated Back-Lighted Signage

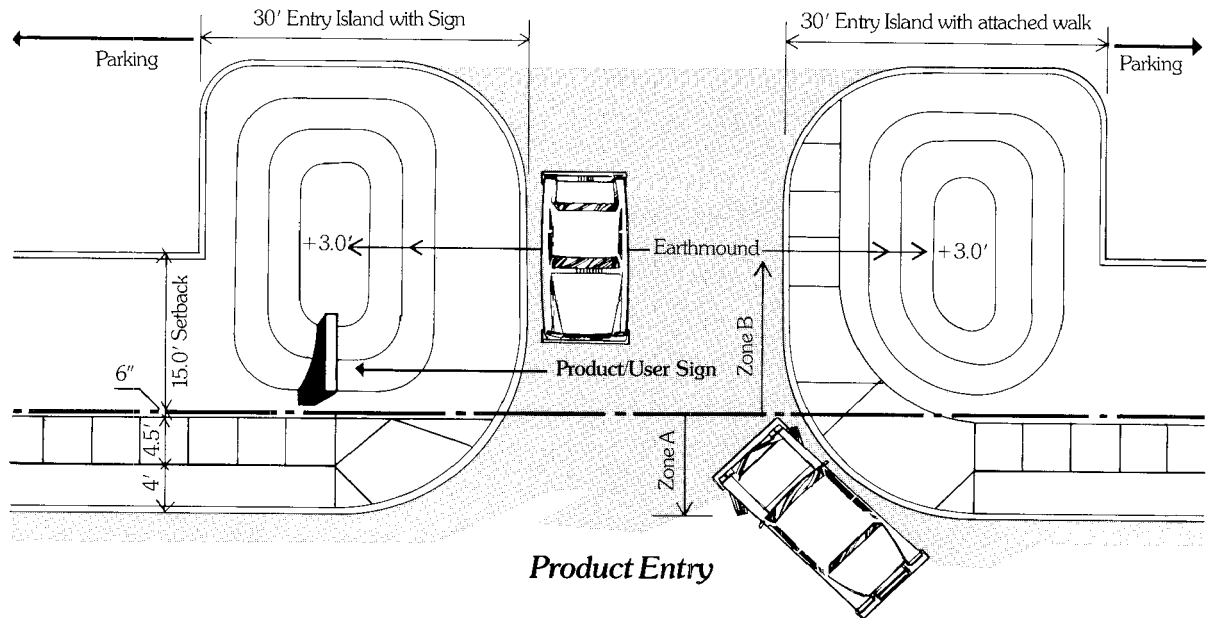


Contrasting Metal Characters on Alucabond Surface



Contrasting Metal Characters on surface to match building material.

On-Site Directional Signage

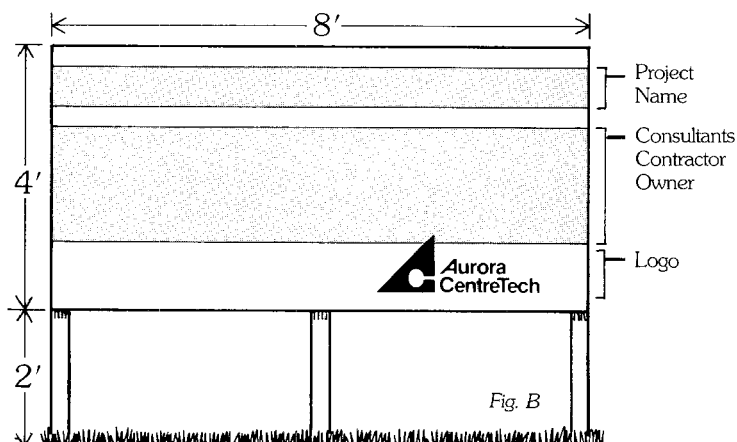


On-Site directional signage includes those signs necessary to direct pedestrian or traffic movement at key decision points. Site design should be accomplished in a clear and organized manner so that the need for directional signage is minimized.

Identification and directional signage may not be located within public street rights-of-way. At the intersection of a street and site entrance drive, signs may not be located in the 30' site triangle at the entrance and must be located 10' back from R.O.W. line.

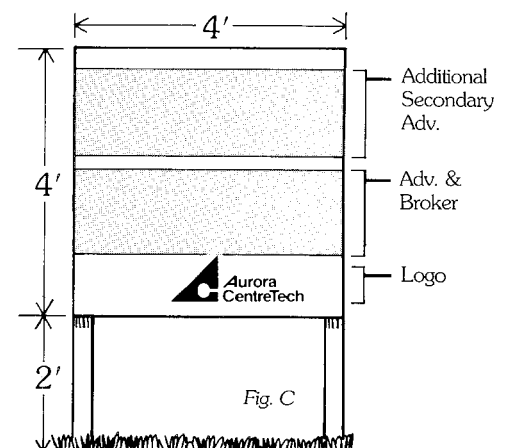
Construction Signage

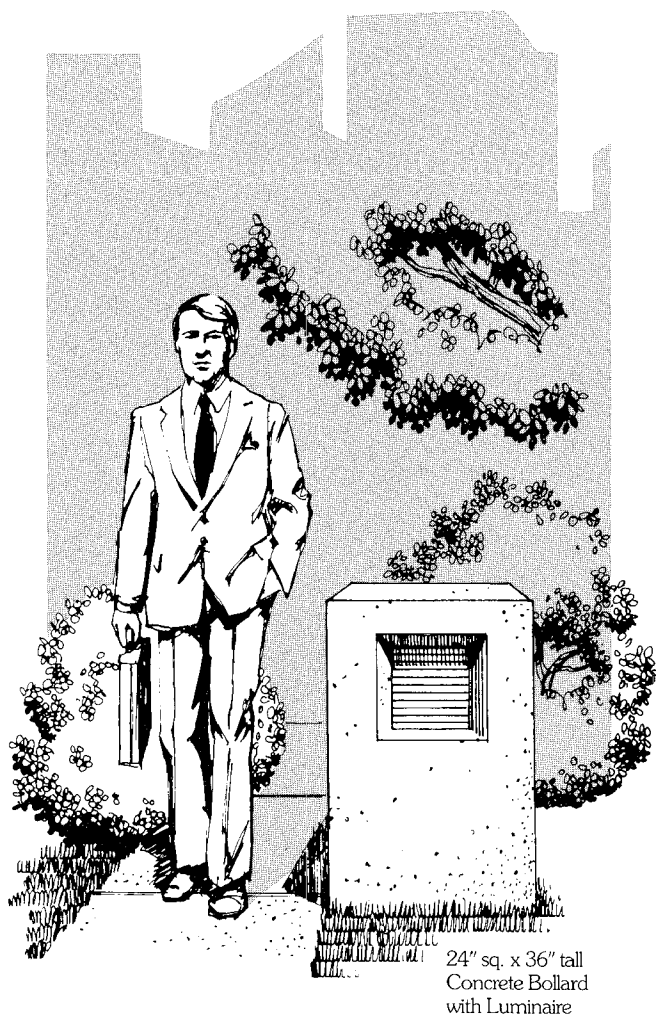
Construction signs shall be ground mounted and follow the regulations established by the municipal code of the City of Aurora. One construction per development lot will be allowed and can be erected 15 days prior to construction and shall be removed when a certificate of occupancy has been secured. See figure B.



Market Signs

"For Sale-For Rent" signs may be located in one location per property advertised. Signs will occur in Zone A or B only. All signs must be attached to wood posts and be two sided. See figure C for application.





24" sq. x 36" tall
Concrete Bollard
with Luminaire

Illumination levels shall be designed in a hierarchial manner with greater illumination levels at entry drives, along driving isles, at building entrances and at critical locations on pedestrian paths. Building mounted lighting shall be down-lighting and shall not be used on building sides facing streets. Color temperatures for all exterior lighting is to be coordinated.

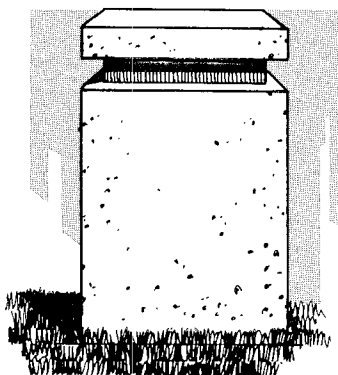
High pressure sodium lighting shall be used in all parking areas, and adjacent to entry drives and building entrances, and shall be down-lighting.

Black, ITT 250 watt Outdoor Lighting HPS Luminaire, Series 153/154 lights, or approved equal, shall be used to illuminate parking lots. Lights shall be mounted on black, 22 foot poles and illumination levels in parking lots shall not exceed two foot candles or be less than one foot candle average maintained illumination.

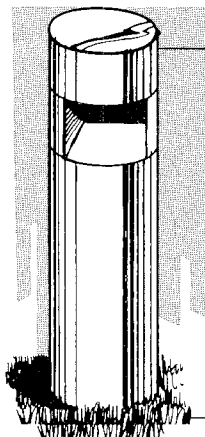
On-site pedestrian paths may be lighted by overhead down-lighting or by bollard lighting, or a combination thereof. Overhead pedestrian lighting standards and fixtures shall be a maximum of 12' tall, bollards 3'-6' tall. The lighting system shall be spaced to provide an average of 0.25 foot candles at the ground.

Holiday lighting for individual buildings shall utilize white, non-blinking lights. Holiday lighting cannot occur prior to November 25 or later than January 15. All wires and related appurtenances must also be removed by January 15.

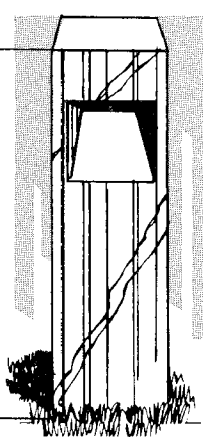
24" sq. x 36" tall
Concrete Bollard
with painted Reveal



12" dia. Metal Bollard
with Luminaire



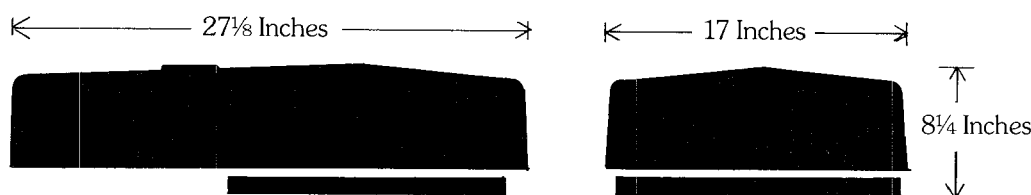
12" sq. Metal Bollard
with Luminaire



HPS Cutoff Luminaire
High Pressure Sodium
250 to 310 Watts
Series 153/154 — Effective projected area, 1.8 sq. ft.

Features:

- ☐ Modern, rectilinear design.
- ☐ Suitable for roadway or area lighting applications.
- ☐ Rugged, die-cast aluminum construction.
- ☐ Optical assembly design optimizes lamp output.
- ☐ Easy accessibility of components minimizes maintenance cost.
- ☐ One-hand trigger latch access to optical assembly.
- ☐ Polyester fiber gasketing protects internal optical system.
- ☐ Mounts with standard mast arm or decorative arm.



Specifications:

- ☐ **Luminaire** shall be ITT Outdoor Lighting HPS Cutoff Luminaire, Series 153/154.
- ☐ **Three-piece luminaire housing** shall be a die-cast upper housing with no seams or welds, a die-cast lens bezel to allow entry into the lamp compartment without the use of tools, and a cast electrical components pad, with ballast starting circuit and capacitor, mounted with hinge and screw.
- ☐ **Ballast** shall be (reactor, lag auto, regulated) type for use with high pressure sodium, and furnished with a starting circuit and capacitor wired through a quick-disconnect terminal to a heavy-duty terminal block for ease of installation and servicing.
- ☐ **Tempered glass lens** shall be provided.
- ☐ **Reflector** shall be one-piece, multifaceted, hydroformed, anodic finished aluminum, and shall be mechanically suspended in a manner to reduce vibrations to the lamp and assure positive optical assembly seal.
- ☐ **Optical Assembly®** shall be sealed and gasketed with dacron-polyester "breathing seal" to prohibit insect entry and filter out contaminants.
- ☐ **Luminaire** finish shall be baked-on dark bronze acrylic enamel.
- ☐ **Mounting provisions** for (1 1/4" or 2" round, square, rectangular) mast arm shall be provided.
- ☐ **Light distribution** I.E.S. Type III cutoff shall be produced in the 153, 154 series with a minimum footcandle level of 1 foot and a maximum to minimum uniformity of 2 foot for parking lots.

*Patent Pending.

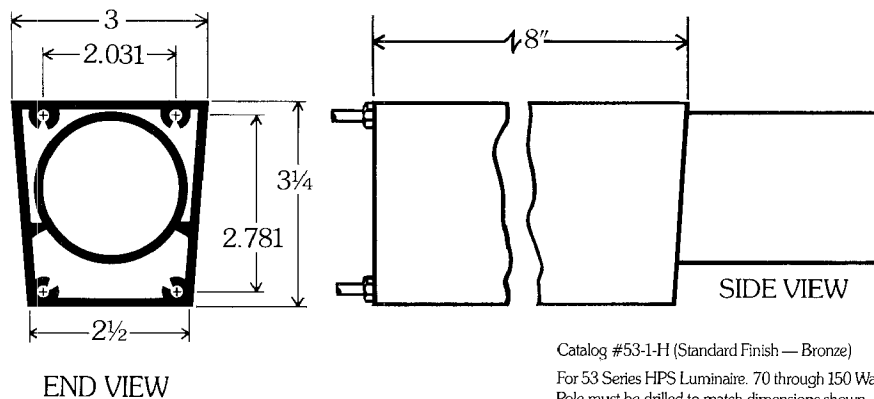
HPS Cutoff Luminaire — Series 153/154

Primary Volts	Ballast Type	Power Factor	Approx. Wt.-Lbs.	with Photocontrol Receptacle	Price	without Photocontrol Receptacle	Price
250 WATT HIGH PRESSURE SODIUM							
120/208							
240/277	Regulated	High	42	153-H133-AJH*	\$660.00	154-H133-AJH*	\$656.00
120	Regulated	High	42	153-6233-AJH	650.00	154-6233-AJH	646.00
208	Regulated	High	42	154-6433-AJH	650.00	154-6433-AJH	646.00
240	Regulated	High	42	153-6333-AJH	650.00	154-6333-AJH	646.00
277	Regulated	High	42	153-6533-AJH	650.00	154-6533-AJH	646.00
480	Regulated	High	42	153-6633-AJH	650.00	154-6633-AJH	646.00

Options:

- ☐ **Level Indicator, Fusing and Auxiliary Lightning Arrestor** available as individual adders. Contact factory to order.
- ☐ **Hinge keepers** to prevent disengagement of the **power pad** available, specify, "hinge keeper."
- ☐ **Effective projected area** of the HPS Cutoff Luminaire is 1.1 ft. for series 53/54.
- ☐ **Lamps and photocontrols** must be ordered separately.
- ☐ **Decorative arm**, for mounting luminaire to a decorative square or rectangular pole is available. Order catalog #53-1-H, price \$44.00
- ☐ **Standard finish** is Dark Bronze also available in grey or black. Specify if required.
- ☐ Standard unit is for **I.E.S. Type II, Medium Cutoff**, also available in **Type III, Medium Cutoff**. To order change last digit to 3. (Example: 53-562 13-AJH, Type III.)
- ☐ Above equipment is available with 50 Hertz ballast (control gear). Contact factory for further information.

Decorative Arm Detail



Catalog #53-1-H (Standard Finish — Bronze)
For 53 Series HPS Luminaire. 70 through 150 Watt
Pole must be drilled to match dimensions shown.



Building should be clustered and constructed with compatible materials and design characteristics. All building components must conform to the Municipal Code of the City of Aurora and the Uniform Building Code, 1982.

Building design should be simple and finished on all sides. Excessive and unnecessary ornamentation will not be allowed. To add human scale and weather protection, retail buildings should be fronted by a pedestrian arcade, canopy, awning or roof. Any arcade, canopy,

awning or roof shall be integral in design and color to the architectural treatment of the building.

In order to promote efficient pedestrian circulation, building entrances should be easily recognized from parking areas. Buildings should also be sited to maximize solar access opportunities and to maintain mountain views from roadways. Flat roofs may be used, however, the DRC will consider their appearance from adjacent structures.

Materials

Mechanical and communications equipment must be effectively screened in materials compatible with building architecture and shall be continuous forms of the building.

Samples of proposed building materials are to be submitted to the DRC for review. These samples will be used by the DRC to establish compliance when construction is complete.

Materials on adjacent buildings shall be compatible. Concrete, concrete block, brick, stucco, stone, metal standing seam, settef, and terra cotta are acceptable materials. Application techniques shall be reviewed by the DRC prior to construction.

All architectural-grade wood types are acceptable. Material should be selected to present a finish appearance; rough-sawn texture is acceptable only as building trim. Surfaces may be finished with a semi-transparent or solid stain to be approved by the DRC prior to construction.

With proper architectural treatment, metal siding such as steel, aluminum, stainless steel, copper, or bronze are acceptable materials subject to approval by the DRC. Weathering steel is acceptable only if oxidized material will not stain adjacent surfaces. All colors and finishes must be approved by the DRC prior to construction.

Glass may be clear, tinted (*grey, bronze, green*), opaque glass block or reflective.

A limited use of colorful accent elements (*door and window paint, supergraphics, etc.*) is subject to approval by the DRC. Rooftop access stairs, elevator penthouses, vents, and mechanical equipment (*including active solar collectors*) should be designed integral to the roof structure and screened in a manner integral to the building, preferably by a parapet wall rather than screening. Wood or asphalt composition shingles use is discouraged.


Construction Activity


Construction materials shall be stored on each site in an orderly manner that will not interfere with roadway traffic. Job trailers, construction materials, and equipment shall be stored a minimum distance of 50 feet from public rights-of-way. Variances to these requirements must be secured from the DRC. Construction sites shall be maintained in an orderly manner, and cleared of all waste material. Streets are to be maintained in a clean condition, and shall be swept as necessary during the construction period, at the applicant's expense, to remove construction debris. The

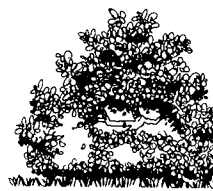
DRC has the right to require a construction fence which restricts views and access to the site during construction and the right to clean streets with land owners responsible for cost incurred.


Earth grading shall be staged in such a manner so that only land which is to be developed promptly is cleared of protective grass vegetation. Prior to construction, top soil will be stripped and stockpiled. Stockpiles shall be covered adequately to prevent wind blowing.


Expansion sites shall be landscaped and maintained in conjunction with site development as approved by the DRC.

Large Trees	Seedless Honeylocust	3" cal. minimum	All Zones	
	Kentucky Coffee Tree	2½" cal. minimum		
	Linden — Variety	2½" cal. minimum		
	Green Ash	3" cal. minimum		
	Schwedler Maple	3" cal. minimum		
	Blue Spruce	6-8' minimum		
	Ponderosa Pine	8' minimum		
	White Fir	6-8' minimum		
	Cottonwood (Seedless)	2" cal. minimum		

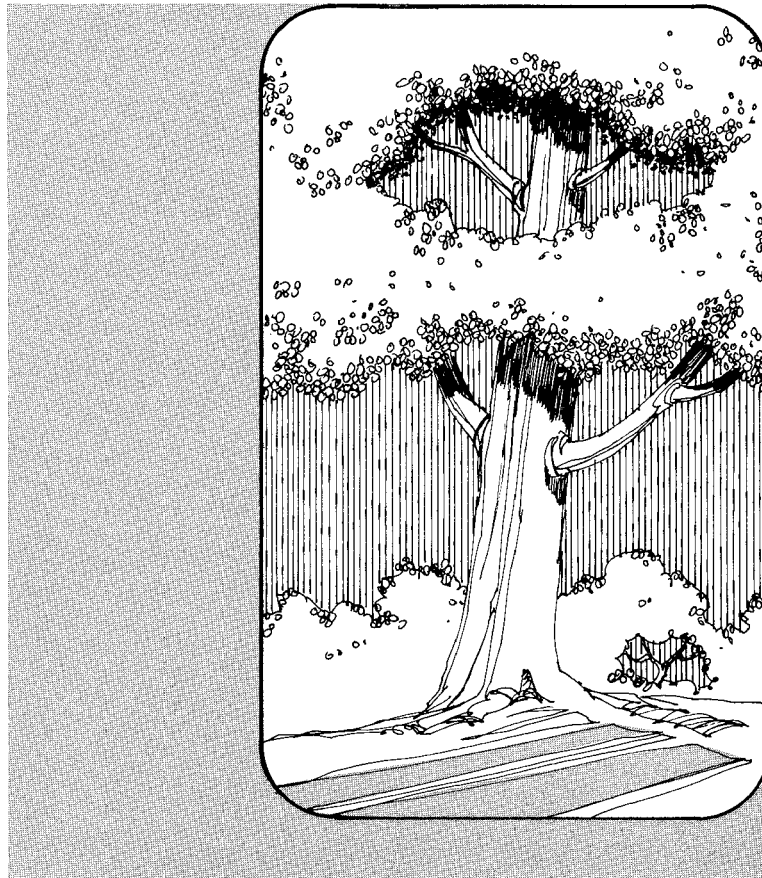
Small Trees	Bradford Pear	2½"	Zones C,D	
	Crab — Variety	3"	All Zones	
	Hawthorn	2½"	All Zones	
	Russian Olive	2½"	Zones B,C	
	Aspen	10'	Zone D	

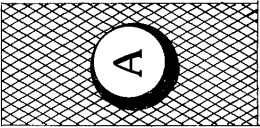
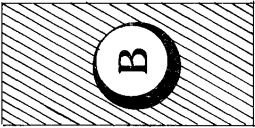
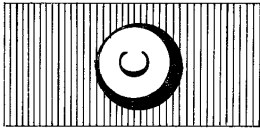
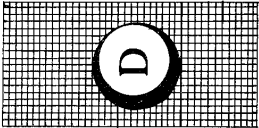
Shrubs	Juniper — Variety	5 gallon	All Zones	
	Barberry	5 gallon	B,C,D	
	Potentilla	5 gallon	All zones	
	Spiraea	5 gallon	C,D	
	Euonymus	5 gallon	B,C,D	
	Dogwood	5 gallon	All Zones	
	Aust. Copper Rose	5 gallon	D	
	Lilac	5 gallon	B,C (dwarf in D)	

Vines	Boston Ivy	2 yr. plants	Zones C,D (B- if used on screen fencing)	
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Ground Covers	Portulaca	2 yr. plants	Zones A,D	
	Potentilla — Variety	2 yr. plants		
	Artensia — Sage — Variety	2 gallon		
	Phlox	2 yr. plants		
	Mahonia	2 yr. plants		
	Euonymus — Variety	2 yr. plants		
	Polygonum	2 yr. plants		

■ Aurora CentreTech
Design Review Committee
Check List



Zone	Detail	Area	No. Required		Actual	Action
	Trees @ 2 per 50 lineal feet					
	Shrubs					
	Ground Cover					
	Trees @ 1 per 400 square feet					
	Shrubs @ 4 per 400 square feet					
	Ground Cover					
	Trees @ 2 per Island					
	Shrubs @ 15 per Island					
	Ground Cover					
	Trees @ 1 per 250 square feet					
	Shrubs @ 4 per 250 square feet					
	Ground Cover					

Special features for consideration:

Total Trees _____

Total Shrubs _____

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Certain portions of the development are included within air safety zones as established by Buckley Air National Guard Base which are referred to as Compatible Use Districts (CUD's). In the interest of safety, uses allowed within the designated air safety zones are of a less intense nature than uses allowed by the underlying Aurora zoning.

Commercial Area Included in CUD 11a

All uses allowed within the commercial area as generally described will be allowed in the CUD 11a area except the following: sit-down restaurants, theaters, private schools, clubs, lodges and service organizations.

Industrial Area Included in CUD 11a

All uses allowed within the industrial area as generally described will be allowed in the CUD 11a area except the following: clubs, lodges and service organizations, sit-down restaurants.

Industrial Area Included in CUD 5a

All uses allowed within the CUD 11a area will be allowed in the CUD 5a area except the following: sale at retail (*except sale of building materials, which is allowed*); laboratory. No laboratory use shall be allowed which includes the testing of electronic equipment, or which, by its very nature, poses the threat of secondary explosion or fire.

Commercial Area Included in CUD 11a

Setbacks and Height: Same as commercial area as generally described.

Lot Coverage: A maximum of 25% of the lot area shall be covered by building structure.

Industrial Areas Included in CUD 11a

Yard Setbacks: Same as industrial area as generally described.

Height: The maximum building height shall not exceed 40'.

Floor Area Ratio (FAR): Same as industrial area as generally described.

Lot Coverage: Maximum building coverage shall be 40% of total lot area.

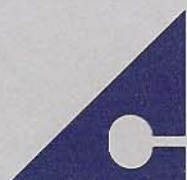
Industrial Areas Included in CUD 5a

Yard Setbacks: Same as industrial area as generally described.

Height: The maximum building height shall not exceed 30'.

Floor Area Ratio (FAR): Same as industrial area as generally described.

Lot Coverage: Maximum building coverage shall be 35% of total lot area.



DECLARATION OF PROTECTIVE COVENANTS

OF

AURORA CENTRETECH PARK

1212488

THIS DECLARATION made this 8th day of March, 1984, by DUECK DEVELOPMENTS, INC., an Arizona corporation, hereinafter called "Declarant."

ARTICLE I

Recitals

1.1 The Declarant is the present record title holder of certain real property situate in the County of Arapahoe, State of Colorado, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which land is referred to hereinafter as the "Property."

1.2 Declarant desires to subject the Property to the conditions, covenants, restrictions and reservations hereinafter set forth to insure proper use and appropriate development and improvement of the Property.

ARTICLE II

Definitions

2.1 Definition of Terms.

A. "Association" shall mean and refer to the Aurora Centretex Association, its successors and assigns.

B. "Declarant" shall mean and refer to Dueck Development, Inc., its successors and assigns.

C. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.

D. "Improvements" shall mean and refer to structures and construction of any kind, above or below ground, such as, but not limited to: buildings, streets, parking and loading areas, driveways and walkways, signs, fences, earth-

work and drainageways, landscaping, outdoor storage, and utility lines (e.g. sewer, water, gas, electric, cable and telephone distribution).

E. "Lot" shall mean and refer to any individually numbered lot shown upon any recorded subdivision map of the Property with the exception of any Common Area.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation or a vendee under a contract of sale.

ARTICLE III

Purpose

3.1 Purpose. The Property is hereby made subject to the following conditions, covenants, restrictions and reservations, all of which shall be deemed to run with the Property and each and every parcel thereof, to insure proper use and appropriate development and improvement of the Property so as to: (a) protect the value and use of the Property and Lots, (b) prevent the erection on the Property of structures constructed of improper or unsuitable materials or improper quality and methods of construction, and (c) insure adequate and harmonious development of the Property that will generally promote the welfare and safety of the Owners, tenants and occupants thereof.

ARTICLE IV

Permitted Uses

4.1 Permitted Uses. Lots shall be used for engineering, research facilities, laboratories, light industrial uses, offices, commercial uses, warehousing and such other uses as the Design Review Committee, established in Article VI hereof, shall permit in its sole discretion, provided that the use of any Lot shall be in conformance with the applicable zoning regulations.

4.2 Use Restrictions. No noxious or offensive trades, services or activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to any Owner, tenant or occupant of

other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

ARTICLE V

Aurora Centretech Association

5.1 Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Tenants of Owners shall not be members.

5.2 Voting. Declarant shall have one vote for each 20,000 square feet of Property owned by Declarant. Other Owners shall have one vote for each separate Lot owned. When more than one person holds a fee interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Lot. Each Owner with a vote may assign that vote to its tenant or tenants on such terms as they may agree upon. Written notification of such assignment must be received by the Board of Directors of the Association before the transfer of voting rights is effective.

5.3 Purposes of Association. The purpose of the Association shall be to provide for the improvement, beautification and maintenance of the Common Area and to undertake such other activities as are related to maintaining Aurora Centretech Park as a desirable development for Owners. To the extent such improvement, beautification, and maintenance are not adequately being accomplished by the county or other public organizations or districts charged with such responsibility, the Association shall either undertake or demand from those in fact responsible the maintenance and upkeep of such Common Area. The Association shall be authorized to accept, hold, and convey title to real and personal property and shall accept legal title to all Common Area which may be deeded to it, for the use and benefit of the members of the Association. The Association shall pay, or arrange for payment directly by its benefited members, on an equitable basis, of any charges required in connection with Common Area, including but not limited to taxes, insurance, street, sidewalk and pathway lighting, signs, directory boards, sprinkler systems, and other landscape maintenance equipment. For these purposes, the Association may assess its members as provided in Section 5.5.

5.4 Bylaws. The Association shall establish and adopt its own Bylaws for the conduct of its affairs, which shall include reasonable notice to each member prior to any meeting and a provision for the election of a Board of Directors.

5.5 Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it is so stated in such deed, shall be deemed to accept title to such Lot subject to an obligation to pay the Association: (i) annual assessments, and (ii) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees which are incurred by reason of the failure to pay such assessment shall be a charge on the property against which such assessment is made and shall be a continuing lien on such property.

(b) Annual Assessments. The amount of the annual assessment and the method of payment and collection thereof shall be established by the Board of Directors of the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

(c) Special Assessments. Special assessments may be levied by the Association for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by an affirmative vote of two-thirds of the voting power of the Association.

(d) Effect of Non-Payment of Assessment: Remedies of the Association. If any assessment is not paid within 30 days after the due date, the Owner obligated to pay such assessment may be required to pay a reasonable late charge to be determined by the Board of Directors of the Association. The Association may bring an action at law against the Owner to foreclose the lien against the property. When a lien is foreclosed, the Owner shall pay interest from the date of foreclosure at the highest rate then established by law for interest on judgments. No Owner may escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of its Lot.

(e) Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien on such Lot. However, the sale or transfer of any Lot pursuant to foreclosure under a first mortgage or first deed of trust shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, after the time for redemption applicable to the Association's lien shall have expired. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(f) Certificate of Assessments. The Association, upon demand, and for a reasonable charge, shall furnish a certificate setting forth whether the assessments for a specified Lot have been paid, and such certificate shall be binding upon the Association with respect to any purchaser relying thereon.

ARTICLE VI

Aurora CentreTech Design Review Committee

6.1 Establishment. There is hereby established an Aurora CentreTech Design Review Committee (the "Design

Review Committee") which shall consist of five members, all of whom shall be appointed by the Declarant.

6.2 Term. The initial members of the Design Review Committee shall serve the following terms: Three members shall have two year terms and two members shall have one year terms. Thereafter the regular term of office for each member shall be two years. Declarant may remove any member of the Design Review Committee upon written notice to such member.

6.3 Officers. The Design Review Committee shall select its own chairman and vice-chairman from among its members. The chairman or in his absence the vice-chairman shall be the presiding officer of its meetings. In the absence of both the chairman and the vice-chairman from a meeting, the members present shall appoint a member to serve as acting chairman at such meeting. Meetings shall be held upon call of the chairman in such location as shall from time to time be set by the Design Review Committee.

6.4 Voting. The vote of three members shall constitute the action of the Design Review Committee on any action. At least three members must be present in person to constitute a quorum.

6.5 Consultants. The Design Review Committee is hereby authorized to retain the services of one or more consulting architects, landscape architects, urban designers or engineers to advise and assist the Design Review Committee in performing its functions.

6.6 Purpose. The purpose of the Design Review Committee is to establish and preserve a pleasant and desirable environment in the Aurora Centretech Park, to protect and promote the value of the Property, to establish design guidelines, to review and approve each Owner's site and building plans and specifications to ensure proper conformance with the Declaration and the design guidelines described herein, and to review and monitor the continued maintenance, beautification and community acceptance of Aurora Centretech Park.

6.7 Design Review Committee Approval and Control.

(a) No Owner shall perform or permit to be performed: site preparation; landscaping, building construction; sign erection; exterior change; modification, alteration, substitution

or enlargement of any existing structure; paving; fencing; other improvements to any Lot or other property or building or structure thereon; change of use of any Lot or other property or building or structure thereon or other alterations to a Lot unless the Design Review Committee has approved the plans and specifications and construction procedures to be used for such project. The Design Review Committee shall have authority to approve such plans and specifications upon terms and conditions reasonably designed to achieve the purposes of this Declaration and the Design Guidelines described in Paragraph 6.7(d) hereof. Alterations or remodeling which are completely within a building or structure and which do not change the exterior appearance and are not visible from the outside of the structure may be undertaken without Design Review Committee approval unless such alterations change the use of the building or structure. All actions taken by the Design Review Committee shall be in accordance with the rules and regulations established by the Design Review Committee. Such rules and regulations may be amended from time to time by action of the Design Review Committee that is consistent with and fulfills the purpose of this Declaration. The approval or consent of the Design Review Committee on matters properly coming before them shall not be unreasonably withheld, actions taken shall not be arbitrary or capricious and decisions shall be conclusive and binding on all interested parties, and such approval or consent shall not prohibit enforcement of the provisions of this Declaration. The Design Review Committee or its designated representative may monitor and conduct on-site inspections of any approved project to the extent required to insure that the construction or work on such project complies with any and all approved plans and construction procedures. The Design Review Committee or its designated representatives may enter upon any Lot at any reasonable time or times to inspect the progress, work status, or completion of any project.

(b) Within ten days following action of the Design Review Committee, its decision to approve or disapprove the project design shall be transmitted to the applicant. The decision shall become final if no written request for reconsideration is made to the Design Review Committee by the aggrieved party within 20 days following the decision of the Design Review Committee. If a request for reconsideration is timely made, the Design Review Committee shall reconsider the matter at its next regularly scheduled meeting. The decision rendered upon such reconsideration shall be transmitted to the aggrieved party and shall become final. Any decision by the Design Review Committee which results in disapproval of the project design shall specifically describe the purpose, development plan, covenant or regulations with which the project does not comply and the manner of noncompliance.

(c) Approval of the project design shall lapse and become void one year following the date of final approval of the project, unless a building permit is issued and 20% of the purchase price of the Lot on which the project is located or \$50,000.00, whichever is greater, shall have been expended on the physical improvement to such Lot within one year following the date of such final approval and such project shall be diligently pursued to completion.

(d) The Design Review Committee shall promulgate and publish rules and regulations (the "Design Guidelines") that shall state (i) general architectural design and materials requirements, (ii) procedures for review and approval of plans and specifications, and (iii) the general construction procedures that will or will not be allowed in Aurora Centretech Park. The Design Review Committee shall also promulgate and publish rules and regulations that shall set forth the procedures to be followed and material which must be provided in order to obtain approval of a proposed project by the Design Review Committee.

(e) Neither Declarant, the Association nor the Design Review Committee nor any of their respective officers, directors, employees or agents shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved under this Article VI nor for any defects in construction pursuant to such plans and specifications. Approval of plans and specifications under this Article VI shall not constitute any representation by Declarant, the Association or the Design Review Committee that such plans or specifications are in compliance with applicable governmental regulations and shall not relieve any Owner of his obligation to comply with applicable governmental laws or regulations. In addition, neither the Design Review Committee nor Declarant or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications.

ARTICLE VII

Regulation of Improvements

7.1 Improvements, Generally. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any Lot until plans and specifications therefor have been approved by the Design Review Committee as more fully set forth in Article VI of this Declaration.

7.2 Setbacks. No building or structure shall at any time be erected on any Lot within the setback restrictions established and in effect by the City of Aurora, Colorado. In addition, no building or structure shall at any time be erected on any Lot within 30 feet from the golf course.

7.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described below. Each Owner and tenant shall be responsible for compliance with

the foregoing by its employees and visitors. Adequate off-street parking shall be provided by each Owner and tenant for customers and visitors. The location, number and size of parking spaces shall be subject to approval by the Design Review Committee pursuant to Article VI hereof. The minimum standards for such parking spaces shall be as established and in effect by the City of Aurora, Colorado. All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage. Parking shall not be permitted within 25 feet of any street right of way, or within 30 feet from the golf course. Proper visual screening must be provided between any parking lot and any street. Any variation of the above shall be done only with the prior approval of the Design Review Committee.

7.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard of a building. Proper visual screening must be provided between any truck loading and receiving area and any street. Any variation of the above shall be done only with the approval of the Design Review Committee.

7.5 Outside Storage. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any Lot outside of any building on such Lot. Waste and rubbish storage facilities shall be properly screened and shall not be installed, constructed or utilized without prior approval of the Design Review Committee.

7.6 Landscaping.

(a) All Lots shall be landscaped only in accordance with a plan submitted to and approved in writing by the Design Review Committee prior to any development of the Lot. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types of trees, hedges and shrubs and information regarding other customary landscape treatment for the entire site, including fences, walls and screening. All landscaping shall be done in a manner so as to protect existing shrubs and trees, and no existing shrubs or trees may be removed from a Lot without the prior approval of the Design Review Committee. Further, it shall be the responsibility of the Owner of a Lot to landscape and maintain the area between the lot lines of said Owner's Lot and the curbs of any public roadways adjacent to such Lot. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended or revised without sub-

mitting the revised landscaping plan for prior written approval by the Design Review Committee.

(b) All landscaping required hereunder or otherwise to be provided on any Lot shall be completed (completion for such purposes shall include payment therefor) within 60 days after the substantial completion of construction of any buildings to be constructed on the Lot; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, Declarant may, at its option, after giving the Owner 10 days' written notice forwarded to Owner (unless within such 10 day period the Owner of the Lot shall proceed and thereafter pursue with diligence the completion of such landscaping), undertake and complete the landscaping of the Lot in accordance with the landscaping plan. If Declarant undertakes and completes such landscaping because of the failure of Owner to complete the same, the costs of such landscaping shall be assessed against the Owner, and if said assessment is not paid within 30 days after written notice of such assessment from Declarant, said assessment will constitute a lien on the Lot and may be enforced as set forth in Article VIII hereof.

7.7 Maintenance. Each Owner of any Lot shall keep its buildings, improvements and appurtenances thereon in a safe, clean, maintained, neat, and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such Owner, tenant or occupant shall remove at its own expense any rubbish or trash of any character which may accumulate on its Lot. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the Lot by burning in open fires.

7.8 Signs. No signs shall be permitted within the Property without prior approval of the Design Review Committee. All signs shall conform with written sign standards for the Property as set forth in the Design Guidelines adopted by the Design Review Committee and all applicable laws and governmental regulations.

7.9 Utility Connections. All utility connections, including all electrical and telephone connections and installations of wires to buildings shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the Property and where placed on the surface shall be adequately screened and fenced and all such installations shall be subject to prior approval of the Design Review Committee.

7.10 Height Restrictions. No building or appurtenance, including, but not limited to, water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire walls, skylights, tanks, cooling or other towers, wireless radio or television masts, or flagpoles shall exceed the height restrictions established and in effect by the City of Aurora, Colorado.

7.11 Lighting. All lighting shall conform with the Design Guidelines adopted by the Design Review Committee.

ARTICLE VIII

Enforcement

8.1 Abatement and Suit. The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Lots. These conditions, covenants, reservations and restrictions may be enforced as provided hereinafter by Declarant acting for itself and as trustee on behalf of all of the Owners. Each Owner by acquiring an interest in the Property irrevocably appoints the Declarant as its attorney-in-fact for such purposes. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarant (a) the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; (b) the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or

prevent them from doing so; (c) the right to cause said violation to be remedied and to recover damages for said violation.

8.2 Deemed to Constitute a Nuisance. Every violation of these Covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, tenant or occupant shall be applicable against every such violation and may be exercised by Declarant.

8.3 In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

8.4. The failure of the Declarant to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and Declarant shall not be liable therefor.

ARTICLE IX

Right to Repurchase

9.1 If any Owner fails to expend 20% of the purchase price of its Lot or \$50,000.00, whichever is greater, on physical improvements to such Lot, within a two-year period commencing with the date of a conveyance from Declarant to an Owner, other than Declarant, Declarant shall have the right to repurchase the Lot at any time within 180 days after the expiration of said two-year period upon giving 15 days prior written notice of its intention to repurchase to said Owner. The repurchase price shall be the price paid by Owner for the Lot when purchased from Declarant plus reimbursement for any real property taxes paid by Owner relating to the Lot. The provisions of this Article shall be specifically enforceable as set forth in Article VIII of this Declaration. If Declarant fails to give written notice exercising its right of repurchase within the 180 day period aforesaid, said right of repurchase shall be deemed waived.

"Commencement of construction of a building" as defined herein means that the Owner of the Lot has (a) obtained approval of the Design Review Committee as set forth in Article VI hereof; (b) obtained building permits from the appropriate governmental authorities authorizing construction of one or more buildings or other improvements as approved by the Design Review Committee; (c) entered into a construction contract with a contractor licensed to do business in Colorado for construction of one or more buildings or other improvements; and (d) expended at least the sum of Fifty Thousand Dollars (\$50,000.00) pursuant to such construction contract for on-site construction work.

ARTICLE X

Aicuz Restrictions

All Lots within the Air Installation Compatible Use Zone established by the Buckley Air National Guard, Aurora, Colorado, as adopted by the Department of Housing and Urban Development, United States of America (the "AICUZ Guidelines"), as shown on the attached map, in addition to the restrictions set forth herein, shall also be subject to and shall comply with the AICUZ Guidelines.

ARTICLE XI

Extension of Declaration to Include Additional Property

11.1 Declarant may at any time make subject to this Declaration other properties now or hereafter owned by Declarant by executing an instrument in writing applying this Declaration to such other properties and by recording the same in the office of the Clerk and Recorder of Arapahoe County, Colorado. Upon such recordation (a) this Declaration shall run with the Property already subject hereto and with such additional property as if such Declaration has always applied to all of said land from the date of inception of this Declaration; and (b) whenever thereafter in construing this Declaration reference is made to "the Property" said term shall mean and include not only the Property described in Exhibit "A" hereto, but also such additional properties, including all Common Area thereon. Such additional properties may be but need not be contiguous to other properties owned by Declarant and made subject to this Declaration.

ARTICLE XII

Amendment and Assignment

12.1 Amendment. The conditions, covenants, restrictions and reservations herein contained shall run with and bind the Property and all Lots included therein, for the term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. Any provision contained in this Declaration may be amended or repealed at any time and from time to time upon the written consent of the Owners of two-thirds of the Property (other than Common Area) subject to these restrictions; provided, however, that during the initial 30 year term of this Declaration, no such amendment shall be effective without the prior written approval of the Declarant. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Arapahoe County, Colorado, of a certificate, executed by the President or a Vice President and the Secretary or an Assistant Secretary of the Association setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved as set forth above.

12.2 Assignment of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of Declarant contained herein may be assigned by Declarant to any person, corporation or association which will assume any or all of the duties of Declarant hereunder, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties hereunder. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed by the Owners of two-thirds of the Property (other than the Common Area) upon compliance with the requirements of Paragraph 12.1 of this Article XII.

ARTICLE XIII

Water

13.01 Reservation. Declarant hereby reserves all ditches and ditch rights, all reservoirs and reservoir

rights, all water and water rights, including the right to surface water in the form of storm runoff, all wells and well water rights on, underlying, appurtenant to, or at any time used or to be used in connection with the Property including all of Declarant's right, title, and interest under Colorado law, including C.R.S. 1973, §37-90-137(4), to all appropriated, conditionally appropriated, or unappropriated water, water rights and related interests of whatsoever kind and nature, owned or initiated by Declarant in and to all water contained in or available from any portion of the subsurface of the Property.

13.02 Conservation. Declarant recognizes that water is scarce in Colorado and desires to promote water conservation practices wherever practicable throughout the development of the Property. To that end, Owners and their design personnel are encouraged to meet as early as possible with the Design Review Committee to determine the best possible use of water conservation methods for an Owner's particular project including but not limited to, placement of improvements on a Lot, use of native or drought-tolerant grasses to minimize the need for irrigation, and the use of water conservation devices within the improvements to be located on a Lot.

ARTICLE XIV

Aurora CentreTech Metropolitan District

On the date of the recording of this Declaration, the boundaries of Aurora CentreTech Park are substantially the same as the boundaries of the Aurora CentreTech Metropolitan District, which is charged with providing certain services, which may include, but not be limited to, water for fire protection and domestic uses, sewage treatment, street improvements, golf uses and facilities, parks and recreation facilities, transportation, and safety protection. Certain facilities and properties may be specifically designated from time to time as part of the Aurora CentreTech Metropolitan District. All policies and regulations of the Aurora CentreTech Metropolitan District shall be observed by the Owners and may be enforced, inter alia, under the provisions of Article XIII above.

ARTICLE XV

Golf Course

An 9-hole golf course with club house is planned as an open space core for a portion of the Property. The

property for the golf course has been previously conveyed to the City of Aurora, Colorado, and will not be Common Area. No Owner will acquire any automatic right to use the golf course or any related improvements on the basis of a purchase of any Lot on the Property.

ARTICLE XVI

Miscellaneous

16.1 Severability. All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

16.2 Prior Approval. Any approval required by the Design Review Committee under this Declaration, unless otherwise specified, shall be in writing, signed by one or more authorized officers of the approving entity.

16.3 Owner's Liability Subsequent to Sale. Upon sale of a Lot, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot sold after the date of the conveyance. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Lot nor modify Declarant's right of repurchase pursuant to Article IX hereof, and any subsequent owner shall have only the time remaining, if any, to comply with Article IX.

16.4 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine; feminine or neuter, as the context requires.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 8 day of March, 1983.

ATTEST

DUECK DEVELOPMENTS, INC.
an Arizona corporation

By:

Keith Dueck
Vice President

Judy Gray Johnson
Secretary

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 8th day of March, 1984 by Kenneth F. Dueck as President and Linda G. Johnson as Secretary of Dueck Developments, Inc., an Arizona corporation, on behalf of such corporation.

My commission expires: My Commission expires September 9, 1987

Witness my hand and official seal.

[SEAL]

Kandice L. Cottis
Notary Public

Address: 791 Chambers Rd. Suite 500
Durango, Co 80011

The undersigned, as holder of a Deed of Trust on the Property, dated March 18, 1982, and recorded in Book 3596 at Page 547 of the real property records of Arapahoe County, Colorado, hereby consents to the foregoing Declaration of Protective Covenants and agrees that such deed of trust shall be subject to this Declaration of Protective Covenants.

Date: 3-21-84

Vernon H. Monroe

By: Vernon H. Monroe
Attorney-in-fact

Mable G. Monroe

By: Vernon H. Monroe
Attorney-in-fact

The undersigned, as holder of a Deed of Trust on the Property, dated February 17, 1984, and recorded in Book _____ at Page _____ of the real property records of Arapahoe County, Colorado, hereby consents to the foregoing Declaration of Protective Covenants and agrees that such deed of trust shall be subject to this Declaration of Protective Covenants.

Date: March 27, 1984

Western Federal Savings
& Loan Association

By: Gary E. Boyer
Executive Vice President

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 27th day of March, 1984 by Vernon H. Monroe as Attorney in Fact on behalf of Vernon H. Monroe and Mable G. Monroe.

My commission expires: 5/4/84

Witness my hand and official seal.

[Seal]

Chell W. Hardee
Notary Public

Address: 1544 Elmira
Aspen CO 80510

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 27th day of March, 1984 by Gary E. Boyer

as Executive Vice President of Western Federal Savings & Loan Association on behalf of such association.

My commission expires: May 13, 1985

Witness my hand and official seal.

[Seal]

Delora A. Thompson
Notary Public

Address:

My Commission Expires May 13, 1985
700 17th Street
Denver, Colorado 80202

Declaration of Protective Covenants

Aurora CentreTech Park

BOOK 4132 PAGE 550

Exhibit "A"

A tract of land in the Section 8, Township 4 South,
Range 66 West of the 6th P.M., City of Aurora, County of
Arapahoe, State of Colorado, and more particularly
described as follows:

All of Filing No. 1 and Lot 1, Block 2 of Filing No. 2
and all of Filing No. 3 except Lot 5, Block 3 of Filing
No. 3, Aurora CentreTech Park subdivision, Arapahoe
County, Colorado.

ANNEXATION TO
AURORA CENTRETECH PARK
AND
AMENDMENT TO PROTECTIVE COVENANTS
OF
AURORA CENTRETECH PARK

BOOK 4553 PAGE 190

Recitals

1. On March 8, 1984 Dueck Developments, Inc., an Arizona corporation ("DDI"), executed a certain Declaration of Protective Covenants of Aurora CentreTech Park (the "Declaration") and recorded the Declaration on April 12, 1984 in Book 4132 at Page 530 in the real property records of Arapahoe County, Colorado.

2. By an Assignment and Assumption Agreement, dated as of December 28, 1984, DDI assigned all of its rights, powers and reservations under the Declaration to Dueck Industries Ltd., a Canadian corporation, organized under the laws of the Province of British Columbia, ("DIL").

3. DIL as the Declarant under the Declaration reserved the right to add and annex additional land to the property covered by the Declaration, and now wishes to exercise that right.

4. By its terms, the Declaration may be amended upon the written consent of two-thirds of the Owners (as defined in the Declaration). DIL as the Declarant has complied with this requirement and now wishes to amend the Declaration.

Annexation

DIL as the Declarant does hereby add and annex to the property covered by the Declaration all of the real property described on Exhibit A attached hereto and made a part hereof.

Amendments

DIL as the Declarant does hereby amend Article V of the Declaration as follows:

1. Section 5.5(a)(i) is hereby amended by substituting the word "periodic" for the word "annual".

2. The last sentence of Section 5.5(a) is hereby amended by substituting the word "periodic" for the word "annual".

3. Section 5.5(b) is hereby amended in its entirety to read as follows:

(b) Periodic Assessments. The amount and timing of the periodic assessments and the method of payment and collection thereof shall be established by the Board of Directors of the Association. The Board of Directors shall fix the amount of the periodic assessment against each Lot at least 30 days in advance of each such assessment period. Written notice of the periodic assessment shall be sent to every Owner subject thereto.

061125

EXCEPT to the extent provided herein, all other provisions of the Declaration shall remain in full force and effect.

EXECUTED as of this 13th day of August, 1985.

DUECK INDUSTRIES LTD., a Canadian corporation organized under the laws of the Province of British Columbia

ATTEST:

By:

C. Bruce Thuman
Asst. SECRETARY

By:

K. H. Dueck
Vice President

STATE OF COLORADO)

COUNTY OF ARAPAHOE) ss.

The above and foregoing was acknowledged before me, this 13th day of AUGUST, 1985, by Ken H. Dueck as Vice-President and C. Bruce Thuman as Assistant Secretary of Dueck Industries Ltd., a Canadian corporation organized under the laws of the Province of British Columbia.

Witness my hand and official seal.

Don L. Co
Notary Public

My commission expires:

My Commission expires September 12, 1988
791 Chambers St. Suite 200
Aurora, Colorado 80011

(SEAL)



AVIGATION EASEMENT

1. The undersigned (the "Grantor(s)") (is)(are) the owner(s) of that certain parcel of real property more particularly identified and described in the legal description attached to and made a part of this instrument as Exhibit A (the "Property").
2. Grantor(s), for (itself)(themselves), (its)(their) successors and assigns, hereby grant(s) and convey(s) to THE CITY OF AURORA, COLORADO, its successors and assigns (the "Grantee"), a perpetual and assignable easement in and over the Property and a right-of-way for the free and unrestricted passage and flight of all aircraft in the navigable airspace above the surface of the Property as defined by the Federal Aviation Act of 1958, 49 U.S.C. § 40101, et seq., and the regulations adopted pursuant thereto, as the same are from time to time amended (the "Airspace"), as it pertains to operations by Buckley Space Force Base ("BSFB").
3. Said easement and right-of-way granted to Grantee shall include, but is not limited to:
 - a. For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons of any and all aircraft now known or hereafter invented, used, or designated for navigation of or flight in the air, in, through, across or about any portion of the Airspace; and
 - b. The right to cause or create, or permit or allow to be caused or created in the Airspace, such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke, and all other effects as may be inherent in the proper operation of aircraft; and
 - c. The right to clear and keep clear the Airspace of any buildings, structures, or improvements of any kind, trees, vegetation, or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or any other facilities that extend into the Airspace and the right to remove or demolish any portions of such obstructions that extend into the Airspace which has not previously approved by Grantee; and
 - d. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other facilities now upon, or that in the future may be upon, the Property, and that extend into the Airspace; and

- e. The right of ingress to, passage within, and egress from the Property, solely for the above stated purposes.
4. Grantor(s) hereby covenant(s) with Grantee as follows:
 - a. Grantor(s) will not construct, install, erect, or grow upon the Property any structure, building, tree, or other facilities that extend into the Airspace, without prior written approval of Grantee, which approval shall not be unreasonably withheld; and
 - b. Grantor(s) will not use or permit the use of the Property in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon BSFB and any aircraft.
5. The easement and right-of-way granted herein shall be deemed in gross and is conveyed to Grantee for their benefit and the benefit of any and all members of the general public who may use said easement or right-of-way operating aircraft in or about, or otherwise flying through, the Airspace.
6. The covenants and agreements made herein shall run with the land and shall be binding upon Grantor(s) and (its) (their) successors and assigns.
7. The Grantee is hereby designated as agent for all purposes regarding the enforcement or removal of the easement and right-of-way granted herein.
8. It is understood and agreed that Grantor(s) shall have no right or cause of action, either in law or in equity, for damages or injury to any person or property arising out of or resulting directly or indirectly, from the overflight of aircraft, or for damages or injury to any person or property resulting from any noise or nuisance of any kind or description resulting, directly or indirectly, from aircraft overflights; provided, however, that nothing herein shall divest Grantor(s) of any right or cause of action for damages to any person or property resulting from the negligent operation of aircraft overflights over the described Property at any altitude above ground level.
9. Nothing herein shall be construed to be a waiver of the governmental immunity afforded to the Grantee or any other governmental entity by virtue of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq*, C.R.S., as amended.

EXECUTED this _____ day of _____, _____.

To be recorded in _____ County

GRANTOR(S)

By: _____

By: _____

ATTEST:

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ (and _____) (Grantor(s)).
Witness my hand and official seal.

Notary Public

My Commission Expires: _____