

VESTED RIGHTS DEVELOPMENT AGREEMENT

This Vested Rights Development Agreement ("AGREEMENT") is made and entered into this ____ day of _____, 2025 ("EFFECTIVE DATE"), by and between THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO, a body corporate and politic ("BOARD"), acting on behalf of the County of Arapahoe, State of Colorado ("COUNTY"), with a principal place of business at 5334 E. Prince, Littleton, Colorado, 80120, and Front Range Energy Storage, LLC, a Delaware limited liability company authorized to do business in the State of Colorado ("FRES"), with a principal place of business at 1780 Hughes Landing Blvd., Suite 675, The Woodlands, Texas, 77380.

RECITALS

WHEREAS, FRES is the contract purchaser of 19.1 acres, more or less, of undeveloped real property situated in the County near the Southwest corner of the intersection of South Harvest Road and East Quincy Avenue, to be known as a Lot 1, Block 1, Lowry Environmental Protection Cleanup Trust Fund Subdivision Filing No. 1, created by minor subdivision approval on May 13, 2025 (Case No. PM23-001), attached as **Attachment A, Minor Subdivision Approval**, to be recorded as provided herein, and which for the purposes of the real property records in the meantime is legally described by metes and bounds as shown on **Attachment B, Legal Description of Subject Property** ("SUBJECT PROPERTY"); and

WHEREAS, the Subject Property is located directly adjacent to property owned by Public Service Company (a/k/a XCEL), which is in use as a transmission-scale electrical substation commonly known as the "Harvest Mile Substation"; and

WHEREAS, in simple terms, a battery energy storage system ("BESS") that is connected to the transmission grid draws power from the transmission lines when power is available, stores it, and sends it back into the transmission lines (for ultimate distribution to customers along the front range) at times when power is needed, allowing for a more robust, resilient, and reliable power supply; and

WHEREAS, the ideal location for a BESS is adjacent to the transmission-scale substation to which it is connected, as such locations minimize the need for additional rights-of-way for connecting power lines that handle electrical voltages that are typical of transmission facilities; and

WHEREAS, the Harvest Mile Substation is also a key location on the Colorado Public Utilities Commission ("PUC")-approved Colorado Power Pathway ("POWER PATHWAY") project, a series of electrical transmission corridors that are designed to bring renewable electrical power generated from wind and solar resources in rural areas to power demand centers in Arapahoe County and the greater Front Range metropolitan area; and

WHEREAS, the PUC approved the Power Pathway as part of a comprehensive approach to implementing a State mandate to transition Colorado's electrical energy supply from fossil fuels to clean, renewable resources in the interest of air quality and carbon footprint reduction; and

WHEREAS, the Power Pathway project, when fully implemented, will result in further improvements to the capabilities and capacity of the Harvest Mile Substation; and

WHEREAS, the clean energy transition mandated by the Colorado legislature is not possible without appropriate energy storage technologies, including large-scale battery storage facilities, being connected to the electrical transmission grid; and

WHEREAS, FRES applied for, and on May 13, 2025 received, Use by Special Review approval ("USR APPROVAL") (Case No. UASI23-001, which is attached as **Attachment C, USR Approval**), from the Board with respect to a utility-scale BESS and related interconnection facilities to be located upon the Subject Property (collectively, "PROJECT"); and

WHEREAS, the Board members present unanimously approved the Use by Special Review ("USR") at the BOCC public hearing on May 13, 2025 and shared a desire for the County to provide flexibility in allowing and accommodating the Project and the possible iterations and modifications of the Project between the time of USR Approval and the start of construction due to the variety of benefits and investment that the Project brings to the County; and

WHEREAS, the USR Approval and this Agreement are, independently and taken together, a "Site Specific Development Plan" ("SSDP") as contemplated by C.R.S. § 24-68-102(4)(a); and

WHEREAS, even after local land use approvals are in place; construction and interconnection of the Project is likely to involve long lead times due to highly regulated, competitive bidding procedures associated with selection and interconnection of such infrastructure, followed by negotiation of technical agreements between FRES and Xcel; and

WHEREAS, while the BESS is a critical facility, its selection by Xcel in any given year is not a matter of certainty, due to resource allocation issues, immediate needs, progress on the construction of the Power Pathway, and other potential issues over which FRES does not have control; and

WHEREAS, even after the interconnection process is complete, global demand for battery energy storage and the technical components and equipment that are associated with it is increasing, and it is foreseeable that shortages of that equipment may increase lead times between the execution of agreements and actual construction of the BESS facility; and

WHEREAS, the Board finds that establishment of a vested rights term that is longer than three years is warranted and that it is appropriate to vest the property rights conferred upon FRES by the SSDP Approval for a period of seven years as provided herein, in light of all

relevant circumstances, including, but not limited to, the size and phasing of the development, economic cycles, and market conditions; and

WHEREAS, this Agreement is intended to ensure that the USR Approval for the FRES BESS does not lapse, as the continuing viability of the USR Approval through the interconnection and construction process is key to safeguarding the opportunity to ultimately construct the BESS and place it into operation; and

WHEREAS, the interconnection of the proposed BESS to the Harvest Mile Substation may require changes to the project design and configuration to meet then-current specifications that will be provided during the final interconnection and design process; and

WHEREAS, BESS standards, requirements, and best practices, and other design considerations may change after the SSDP Approval, resulting in the availability of battery storage products and other equipment with different geometry than shown on the approved USR Site Plan; and

WHEREAS, it is the intention of the Board that necessary and desirable modifications to the USR Site Plan and other approved USR plans be implemented efficiently and administratively when allowed under applicable code provisions.

NOW THEREFORE, in consideration of the foregoing, the mutual obligations and benefits set out herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Board and FRES agree as follows:

AGREEMENT

ARTICLE 1. VESTED RIGHTS TERM; EXPIRATION.

A. SEVEN-YEAR TERM. Pursuant to C.R.S. § 24-68-104(2) the Board hereby exercises its statutory authority to enter into this Agreement to vest the property rights described herein as to the SSDP for a term of seven (7) years from the Effective Date ("VESTED RIGHTS TERM"). The Vested Rights Term may be extended by mutual agreement of FRES and the Board as provided in the amendment procedure set forth in Section 5.I., below, to be undertaken in accordance with then-applicable requirements of C.R.S. § 24-68-101, *et seq.*

B. EXPIRATION OF VESTED RIGHTS TERM. After the expiration of the Vested Rights Term, this Agreement will be deemed terminated and of no further force or effect; provided, however, that such termination will have no effect on any common-law vested rights obtained prior to such termination or the underlying zoning of the Subject Property or development permit approvals granted by the Board, County Staff, or other agencies during the Vested Rights Term.

ARTICLE 2. COUNTY OBLIGATIONS

A. VESTING OF PROPERTY RIGHTS-COUNTY OBLIGATIONS. During the Vested Rights Term, and subject to the terms and conditions of this Agreement, the Board will not take a

zoning or land use action, or act pursuant to an initiated measure, in a manner would alter, impair, prevent, diminish, impose a moratorium on, or otherwise delay the development or use of the Subject Property as set forth in the SSDP Approval for the Project, will otherwise act in a manner consistent with the rights set forth in the USR Approval and this Agreement, and will specifically refrain from taking action that adversely affects the following rights, which collectively constitute the vested property rights created pursuant to this Agreement:

1. *Land Use.* The Subject Property may be used as a battery energy storage system (“BESS”), with related switchgear, transformers, inverters, and other interconnection equipment to tie into the Harvest Mile Substation. The rated energy storage capacity of the BESS may be more or less than that which was the subject of the USR Approval, and such capacity changes, are not subject to County review or approval except to the extent subject to applicable building, fire, and electrical code standards.

2. *Site Layout.* FRES may develop the Subject Property for the use of a BESS, consistent with the general layout shown on the USR Site Plan and other approved USR plan documents and the approved minor subdivision plat, or as may be modified as provided in Section 2.B. and 2.C., *infra*. It is anticipated that FRES will modify the site layout and ultimate design of the project due to requests from Xcel, the PUC, BESS or other original equipment manufacturers (“OEMs”), other pertinent agencies or stakeholders, then-current regulatory requirements, industry best practices, market conditions, or design refinements, that may be necessary or desirable for FRES to take, as provided in Article 2, Sections B and C, below..

3. *Sequence and Augmentation.* After construction work is complete and permanent stormwater control measures are installed, FRES shall have the right to develop, operate, maintain, and augment the Project sequentially by way of the installation of battery energy storage enclosures and related equipment over time, as FRES deems necessary to meet demands on the Project.

4. *Landscaping.* The County has determined that landscaping materials are not required and shall not be installed on the Subject Property, except for groundcovers that are necessary to stabilize stormwater detention facilities. Except as may be necessary by reason of stormwater detention facility maintenance, the County shall not modify its landscaping requirement with respect to the Subject Property.

B. APPLICABLE ARAPAHOE COUNTY LAND DEVELOPMENT CODE (“ACLDC”) PROVISIONS. It is the specific intent of the Board that the USR approval vest the right to construct the Project in the general locations shown on the USR Site Plan, and to the extent eligible for administrative amendment under such ACLDC provision, that the Administrative Amendments procedure currently codified in the ACLDC be used to process amendments to

the USR Site Plan and other USR approval documents. Accordingly, during the vested rights term, the standards and procedures contained in ACLDC § 5-2.3., *Amendments to Existing Approvals*, as they exist on the Effective Date, shall continue to apply to the Subject Property, regardless of whether such ACLDC provisions are subsequently modified or repealed, unless FRES consents in writing to the application of alternative code provisions. For the avoidance of doubt, administrative amendments with regard to the following are expressly anticipated:

1. Battery Enclosure Height. The height of battery enclosures will be modified but that said enclosures will not exceed twenty-four (24) feet;

2. “Gen-tie” Pole and Site Height. The location of the “gen-tie” pole (which connects the BESS to the Harvest Mile Substation) will be modified but there is no height limit generally applicable to the poles that are necessary to connect BESS facilities to transmission substations and the lightning rod. Further, there are no applicable height limits, other than those that are required for aviation safety, that shall be applied to the “gen-tie” pole and lightning rod during the term of this Agreement.

Notwithstanding the foregoing and where rights are not otherwise vested hereby, all administratively reviewed amendments to the USR Site Plan shall comply with then-applicable codes and regulations adopted by the County, including but not limited to, lawfully adopted third-party international codes.

C. OPERATIONS AND MAINTENANCE FACILITIES. Due to requirements of Xcel, the PUC, the BESS equipment or OEMs, agencies with jurisdiction, then-current regulatory requirements, best practices, market conditions, or design refinements, it may be necessary or desirable for FRES to install or construct operations and maintenance facilities (“O&M FACILITIES”) at the Subject Property in addition to BESS equipment. As such, it is anticipated that the installation of office trailers, storage buildings, storage (*e.g.*, Conex) containers, shade structures, or similar structures or buildings, on the Subject Property may be necessary. To the extent the addition of O&M Facilities may be included through amendments pursuant to ACLDC § 5-2.3, then such facilities may be included provided that:

1. If required by County or State regulations, or other applicable agency with lawful jurisdiction, FRES will provide potable water and sewer service to the O&M Facilities at no cost to the County;

2. The floor area of any individual fully enclosed O&M Facility (*e.g.*, office trailer, storage building, or other building) does not exceed 1,000 square feet;

3. The O&M Facilities are located within “Area B” as shown on **Attachment D**; and

43. The O&M Facilities comply with then-applicable codes and regulations adopted by the County, including but not limited to, lawfully adopted third party international codes.

D. RETENTION OF REVIEW DISCRETION. Notwithstanding any provision in this Agreement to the contrary, the ability to construct or develop any portion of the Project is contingent upon first obtaining approval of any permits or approvals required under the vested portions of the Code, building, electrical, fire, and other applicable code, law, or regulation duly adopted for the protection of public health, safety, and welfare as may be required by this Agreement, Code, or other applicable law, or regulation, and that the Board, or other duly authorized County staff with administrative review authority, retains, and may exercise, such discretionary authority as may exist under this Agreement, the Code, or such other applicable law or regulation to deny or approve with conditions any such application for a permit or other approval.

E. ARAPAHOE COUNTY STORMWATER MANAGEMENT MANUAL. This Agreement does not vest rights to any particular version of the Arapahoe County Stormwater Management Manual ("STORMWATER MANUAL"). Development of the Subject Property will be subject to the then-applicable Stormwater Manual.

F. ARAPAHOE COUNTY GRADING AND EROSION CONTROL MANUAL. This Agreement does not vest rights to any particular version of the Arapahoe County Grading, Erosion and Sediment Control Manual ("GESC MANUAL"). Development of the Subject Property will be subject to the then-applicable GESC Manual.

ARTICLE 3. NO OBLIGATION TO DEVELOP

The interconnection process involves a highly regulated bidding process, and FRES cannot guarantee that the Project will be selected for interconnection during any particular bidding cycle. This Agreement will not be construed to create an implied obligation upon FRES to develop the Project on the Subject Property at any time or at all. FRES will not have liability to the County or any other party, arising out of this Agreement, for failure to develop the Subject Property.

ARTICLE 4. SATISFACTION OF APPROVAL CONDITIONS

FRES shall satisfy and complete (or cause to be satisfied and completed) the Conditions of Approval as are set forth in Resolution No. 25-124, conditionally approving the USR, and in Resolution No. 25-123 (as corrected by Resolution No. 25-199 on September 9, 2025), conditionally approving the Minor Subdivision Plat, when and as provided, respectively, in said Resolutions and any duly approved extensions, or as otherwise lawfully amended.

ARTICLE 5. MISCELLANEOUS

A. CONFLICT. The terms, conditions, and criteria set forth in the SSDP Approval will prevail and govern the development of the Project and the Subject Property. Where the SSDP

Approval does not address a specific subject, the applicable provisions of the ACLDC will control the development of the Project.

B. APPLICABILITY OF OTHER REGULATIONS. Except to the extent expressly precluded by the SSDP Approval or expressly provided in this Agreement, the establishment of vested property rights under this Agreement will not restrict the application on a reasonably uniform and non-discriminatory basis of County regulations of general applicability (including, but not limited to, building, fire, plumbing, electrical, and mechanical codes) or the application of programs mandated by State or federal regulations, as all of such regulations may exist, be enacted, or be amended after the Effective Date. FRES does not waive any rights to oppose the enactment or amendment of any such regulations, or to challenge the validity of regulations enacted after the effective date through proper legal means.

C. NO IMPLIED RESTRICTION; NO VESTED RIGHTS OBTAINED THROUGH FRAUD. This Agreement will not be construed as a limitation on the exercise of any power or authority of the Board except to the extent expressly stated in this Agreement, and then only to the extent so stated. The Board will not be in default for failing to honor any provision of the SSDP Approval to the extent such provision is derived from misrepresentation or fraud contained within the most recent versions of supporting documentation for the USR application or this Agreement. The County expressly does not rely upon versions of application documents that were superseded during the development review process.

D. COVENANTS TO RUN WITH THE LAND. The provisions of this Agreement constitute covenants or servitudes which touch, attach to, and run with the land comprising the Property. The burdens and benefits of this Agreement will bind and inure to the benefit of all parties hereto and all successors in interest to the parties to this Agreement.

E. COOPERATION IN DEFENDING AGAINST LEGAL CHALLENGES. If any legal or equitable action or other proceeding is commenced by a third party challenging the validity of any provision of this Agreement or the USR, FRES and the Board will cooperate in defending such action.

F. DEFAULT.

1. *By Board.* A default by the Board under this Agreement will be defined as the County's failure to fulfill or perform any express material obligation of the Board stated in this Agreement. The County will not be deemed in default of this Agreement by the reasonable exercise of discretion in matters over which the Board or County staff have discretionary authority under this Agreement, the vested and non-vested provisions of the ACLDC, or otherwise by law or regulation or due to actions of others that have or will have the effect of altering, impairing, preventing,

diminishing, imposing a moratorium on development, delaying or otherwise adversely affecting the vested property rights granted by this Agreement.

2. *By FRES.* A default by FRES will be defined as the failure to fulfill or perform any express material obligation of FRES stated in the SSDP.

3. *Notices of Default.* In the event of a default by either party under this Agreement, the non-defaulting party will deliver written notice to the defaulting party of the default, at the address specified in Section 5.G., *infra*, and the defaulting party will have 60 days from and after receipt of the notice to cure the default without liability for the default. If the default is not of a type which can be cured within such 60-day period and the defaulting party gives written notice to the non-defaulting party within such 60-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the 60-day period to cure the default, provided that the defaulting party is at all times with the additional time period actively and diligently pursuing the cure. Notwithstanding the foregoing 60-day cure period, FRES will have the right to include a claim for breach of this Agreement in any claim brought under C.R.C.P. Rule 106, if FRES believes that the failure to include such claim may jeopardize FRES's ability to exercise its remedies under this Agreement at a later date. Any claim for breach of this Agreement brought before the expiration of the applicable cure period will not be prosecuted by FRES until the expiration of the applicable cure period, and will be dismissed by FRES if the default is cured in accordance with this Section 5.F.3.

G. **LIMITATION OF ACTIONS.** Any action brought to enforce the terms of this Agreement must be commenced, if at all, within one year after the date the non-defaulting party has knowledge or should have knowledge of the occurrence of the condition of default or such action will forever be barred.

H. **REMEDIES.** If any default under this Agreement is not cured as described in Section 5.F., *supra*, the non-defaulting party's right to enforce the defaulting party's obligations hereunder shall be limited solely to declaratory judgment and an action in equity for injunction or specific performance, and FRES and County each hereby waive any claims for damages arising out of any breach or alleged breach of this Agreement, whether known or unknown, and whether arising now or in the future; provided, however, that the provisions of this Section 5.H. shall not limit the County's ability to deny, withhold or place conditions upon a future permit in accordance with this Agreement.

I. **WRITTEN AMENDMENT REQUIRED.** Except as otherwise set forth in this Agreement, this Agreement may be amended, terminated or superseded only by mutual consent in writing by the Board and authorized signatories of FRES, following the public notice and public hearing procedures required for approval of this Agreement. Any written amendment will be effective upon the later to occur of: (1) execution by all parties; or (2) the effective

date of the ordinance or resolution approving such amendment. Promptly after any amendment to this Agreement becomes effective, the Board will cause it to be recorded in the real property records of the Arapahoe County Clerk and Recorder. As between the parties, the validity and enforceability of such an amendment will not be affected by any delay in or failure to record the amendment as provided herein.

J. RECORDATION OF AGREEMENT. This Agreement will be recorded in the real property records of the Arapahoe County Clerk and Recorder promptly after mutual execution by the parties following approval by the Board of a resolution authorizing execution of this Agreement.

K. NO JOINT VENTURE OR PARTNERSHIP. No form of joint venture or partnership exists between the Board and FRES, and nothing contained in this Agreement will be construed as making the Board and FRES joint venturers or partners.

L. WAIVER. No waiver of one or more of the terms of this Agreement will constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance will constitute a waiver of such provision in other instances.

M. BOARD FINDINGS. The Board hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety, and general welfare and the provisions of this Agreement are consistent with the Comprehensive Plan and development laws, regulations and policies of the Board.

N. SEVERABILITY. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then if allowed by law, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable, and if such action is not allowed by law, the void or unenforceable provision shall be stricken and the remaining provisions of this Agreement will continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the party against whom they are being enforced under the facts and circumstances then pertaining, or substantially deprive such party of the benefit of its bargain.

O. FURTHER ASSURANCES. Each party will execute and deliver to the other such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges under this Agreement.

P. AUTHORIZATION. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

Q. NOTICES. Any notice or communication required under this Agreement between the Board and FRES must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice will be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section, designate additional persons to whom notices or communications will be given and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

If to the Board	If to FRES
County of Arapahoe Board of County Commissioners 5334 South Prince Street Littleton, Colorado 80120 Attention: Chair	Front Range Energy Storage, LLC 1780 Hughes Landing Blvd., Ste. 675 The Woodlands, TX 77380 Attention: Oscar Dalton, President
With a required copy to: Arapahoe County Attorney 5334 South Prince Street Littleton, CO 80120 Attention: County Attorney	With a required copy to: Fairfield and Woods, P.C. 1801 California Street, Ste. 2600 Denver, CO 80202 Attention: Todd G. Messenger, Esq.
And Director of Arapahoe County Public Works and Development Department 6924 South Lima Street Centennial, Colorado 80112 Attention: PWD Director	And Front Range Energy Storage, LLC 201 Spear St., Ste. 1000 San Francisco, CA 94105 Attention: Permitting Department

R. ASSIGNMENT. Upon the written consent of the County, which shall not be unreasonably withheld, FRES will have the right to assign or transfer all or any portion of its interests, rights, or obligations under this Agreement to third parties acquiring an interest or estate in the Subject Property or Project, including, but not limited to, joint venture partners, financing parties, purchasers or long term ground lessees of individual improvements now or hereafter located within the subject property.

S. ANNUAL APPROPRIATION. The parties hereto do not intend that this Agreement constitute a multiple fiscal year obligation pursuant to Article X, Section 20 of the Colorado Constitution. However, to the extent that any of the County's obligations under this Agreement are deemed to constitute a multiple fiscal year obligation pursuant to Article X, Section 20 of the Colorado Constitution, the County's performance will be conditioned upon annual appropriation by the Board, in its sole discretion.

T. VENUE AND CHOICE OF LAW; CONSTRUCTION. This Agreement will be construed and enforced according to the laws of the State of Colorado. Venue will be in Arapahoe County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Agreement, the parties hereby waive all rights that either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. In the event of ambiguity in the Agreement, both parties agree that neither will be subject to any rule of construction that favors one party's interpretation as a non-drafting party, and agree that the ambiguous provision will be interpreted as though neither party was the drafter.

U. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, FRES and the Board have duly executed this Agreement as of the Effective Date.

[Signature Pages Follow]

BOARD:

Board of County Commissioners of
Arapahoe County, Colorado,
a body corporate and politic

By:

Leslie Summey, Chair
Board of County Commissioners,
County of Arapahoe, State of Colorado

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Leslie Summey, as Chair of the Board of County Commissioners, Arapahoe County, Colorado, a body corporate and politic.

Witness my hand and official seal.

My commission expires:

Notary Public

Attachment A

Minor Subdivision Approval (Plat and Approval Resolution)

LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION FILING NO. 1

SITUATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ARAPAHOE, STATE OF COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP

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

KNOW ALL MEN BY THESE PRESENTS, THAT LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND, A DULY ORGANIZED TRUST FUND UNDER THE LAWS OF THE STATE OF COLORADO, BEING THE OWNER(S), MORTGAGEE, OR LIEN HOLDERS OF CERTAIN LANDS IN ARAPAHOE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PORTION OF THE NORTH 1/2 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, EXCEPT THE NORTH 40 FEET; EXCEPT THE WEST 40 FEET, AND EXCEPT THOSE PORTIONS CONVEYED TO THE PUBLIC SERVICE COMPANY OF COLORADO IN DEEDS RECORDED DECEMBER 11, 1960 IN BOOK 1232 AT PAGES 260 AND 262, AND EXCEPT THAT PORTION DESCRIBED IN PARTIAL RELEASE OF DEED OF TRUST RECORDED DECEMBER 9, 1987 IN BOOK 5327 AT PAGE 713 AND EXCEPT THAT PORTION DESCRIBED IN DEEDS RECORDED JANUARY 20, 1989 IN BOOK 5617 AT PAGE 476 AND PAGE 481;

AND EXCEPT THAT PORTION CONVEYED TO ADM, BLT-QUINCY, LLC, A COLORADO LIMITED LIABILITY COMPANY IN DEED RECORDED FEBRUARY 21, 2002 AS RECEPTION NO. B2033929;

AND EXCEPT THAT PORTION CONVEYED TO PUBLIC SERVICE COMPANY OF COLORADO IN DEED RECORDED MAY, 15, 2017 AS RECEPTION NO. D7054245.

SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7;

THENCE SOUTH 80°15'46" WEST 386.69 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH HARVEST ROAD AS SHOWN ON HARVEST MILE ROAD SUBDIVISION EXEMPTION PLAT, RECORDED FEBRUARY 20, 2002 AT RECEPTION NO. B2033414 AND SPECIAL WARRANTY DEED RECORDED NOVEMBER 21, 2002 AT REC. NO. B2222253, ARAPAHOE COUNTY RECORDS, ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 26, 2024 AT RECEPTION NO. E4083536, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°06'17" WEST 814.13 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN EXHIBIT A OF SPECIAL WARRANTY DEED RECORDED MAY 15, 2017 AT RECEPTION NO. D7054245;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE ALONG THE NORTHERLY LINE OF SAID PARCEL AT RECEPTION NO. D7054245 THE FOLLOWING FIVE (5) COURSES

- SOUTH 89°55'24" WEST 108.50 FEET;
- SOUTH 75°06'10" WEST 1707.07 FEET;
- SOUTH 25°09'54" WEST 504.57 FEET;
- SOUTH 02°30'43" WEST 23.82 FEET;
- SOUTH 89°41'10" WEST 1326.64 FEET TO THE EASTERLY LINE OF PARCEL 2A OF A PARTIAL RELEASE OF DEED OF TRUST RECORDED DECEMBER 9, 1987 IN BOOK 5327 AT PAGE 713, ARAPAHOE COUNTY RECORDS.

THENCE DEPARTING SAID NORTHERLY LINE OF RECEPTION No. D7054245, ALONG SAID EASTERLY LINE OF SAID PARCEL "2A" AND ALONG THE EASTERLY LINE OF PARCEL "1" OF SAID PARTIAL RELEASE OF DEED OF TRUST NORTH 00° 00' 12" WEST 1739.55 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST QUINCY AVENUE, AS DESCRIBED IN DOCUMENT SAID DEEDS RECORDED JANUARY 20, 1989 IN BOOK 5617 AT PAGE 476;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST QUINCY AVENUE THE FOLLOWING THREE (3) COURSES:

- SOUTH 89°56'19" EAST 1046.10 FEET;
- NORTH 00°12'59" WEST 30.00 FEET;
- SOUTH 89°57'12" EAST 2228.42 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 26, 2024 AT RECEPTION NO. E4083536;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF EAST QUINCY AVENUE ALONG THE WEST LINE OF SAID TRACT OF LAND AT RECEPTION NO. E4083536, SOUTH 00°00'39" WEST 25.71 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND;

THENCE ALONG THE SOUTH LINE OF SAID TRACT OF LAND, SOUTH 89°57'01" EAST 27.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,476,042 SQUARE FEET, OR 102.75 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO A LOT, A TRACT AND EASEMENTS AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION FILING NO. 1 AND DO HEREBY DEDICATE AND CONVEY TO ARAPAHOE COUNTY, COLORADO, AND WARRANTS TITLE TO SAME, FOR THE USE OF THE PUBLIC, THE STREETS AND OTHER PUBLIC WAYS AND LANDS SHOWN HEREON, AND DO HEREBY DEDICATE TO ARAPAHOE COUNTY, COLORADO, AND APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES, THE EASEMENTS AS SHOWN HEREON FOR THE PURPOSES STATED.

EXECUTED THIS _____ DAY OF _____ A.D., 20__

LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND

BY: _____

AS: _____

BY ITS ACKNOWLEDGEMENT

STATE OF _____ }

_____ S.S.

COUNTY OF _____ }

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF

_____ A.D., 20__

BY _____ AS _____

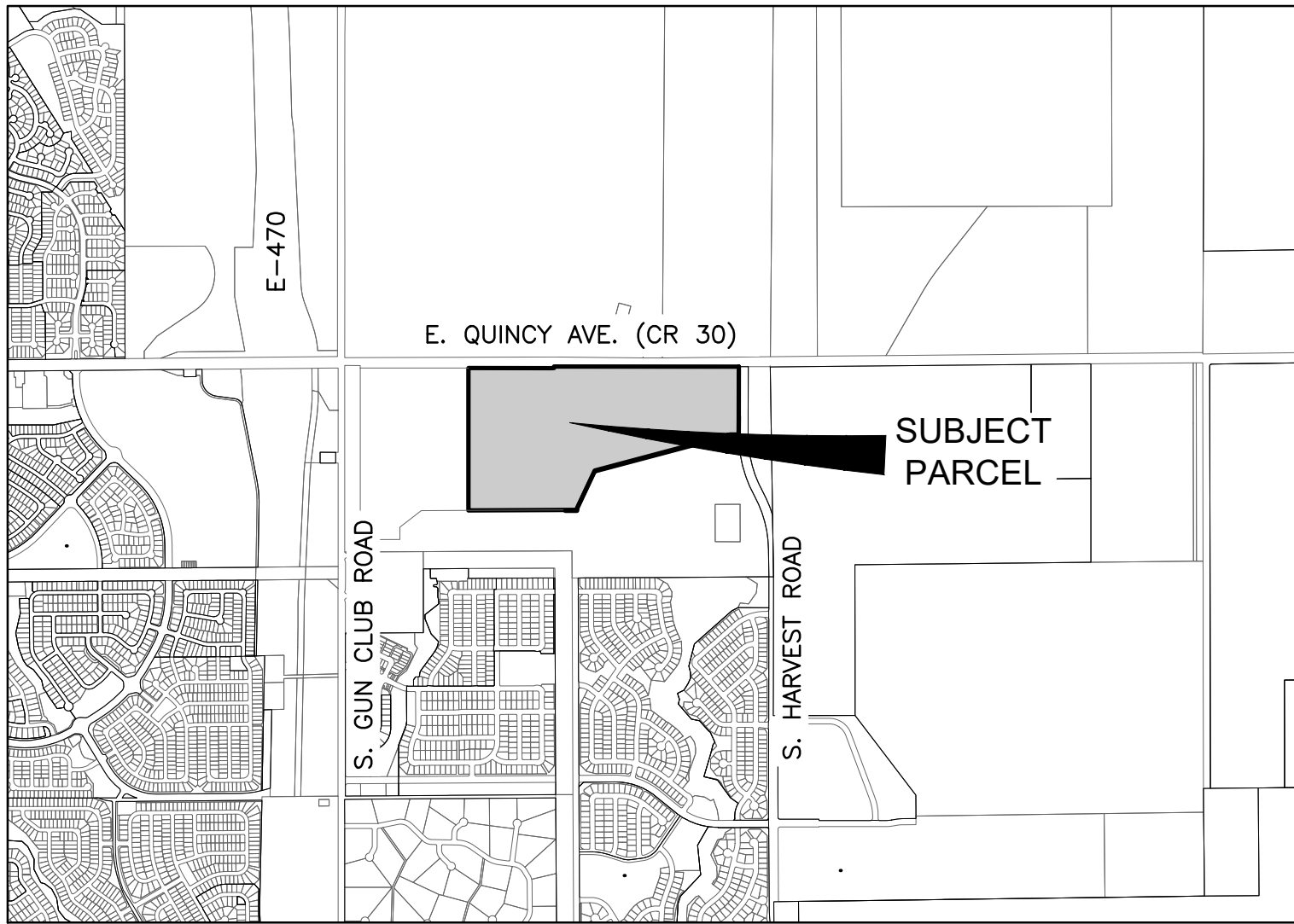
AN AUTHORIZED SIGNATORY OF LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND

BY _____ NOTARY PUBLIC

WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES _____

NOTARY NUMBER _____

ARAPAHOE COUNTY CASE NO. PM23-001



VICINITY MAP

SCALE: 1"=2000'

INDEX OF SHEETS

SHEET 1	COVER SHEET
SHEET 2	GENERAL NOTES & STANDARD NOTES
SHEET 3	OVERALL PLAT SHEET
SHEET 4	DETAIL PLAT SHEET

GENERAL NOTES

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUE 18-4-508, C.R.S.
- THE SURVEYED PROPERTY IS THE SAME AS THE PROPERTY DESCRIBED IN THAT CERTAIN TITLE COMMITMENT NO. 2323281, ISSUED BY STEWART TITLE GUARANTY COMPANY, WITH AN EFFECTIVE DATE OF JULY 19 2024, AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY OR OTHERWISE KNOWN TO ATWELL, LLC HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT OF THE SUBJECT PROPERTY.
- BENCHMARK: CITY OF AURORA ID 5S6508NW001. 2-1/2" BRASS CAP TOP CENTER OF HEADWALL ABOVE MURPHY CREEK, SOUTH SIDE OF E. QUINCY AVENUE, EAST OF S. HARVEST ROAD. ELEV.=5777.82 (NAVD88).
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 7 BY A 2-1/2" ALUMINUM CAP STAMPED "2017 28285.", AND AT THE EAST QUARTER CORNER OF SAID SECTION 7 BY A 3-1/4" ALUMINUM CAP STAMPED "AMERICAN WEST 2008 PLS 30846". SAID EAST LINE BEARS SOUTH 00°54'57" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
- LINEAR DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- FLOOD NOTE: THE SUBJECT PARCEL LIES WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FEDERAL FLOOD INSURANCE RATE MAP FOR ARAPAHOE COUNTY, COLORADO MAP NO. 08005C0214L, EFFECTIVE DATE: 02/17/2017.
- THE CURRENT ZONING IS A-1.
- SURVEYED PROPERTY CONTAINS 4,476,751 SQUARE FEET OR 102.77 ACRES, MORE OR LESS.
- NO OFFSET MONUMENTS WERE SET WITH THIS PLAT.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS,

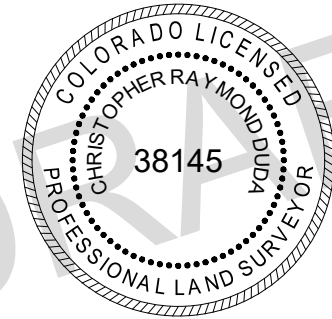
THIS _____ DAY OF _____ A.D., 20__

CHAIR: _____

ATTEST: _____

SURVEYING CERTIFICATION

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



CHRISTOPHER RAYMOND DUDA, PLS
COLORADO REG. NO. 38145
FOR AND ON BEHALF OF ATWELL, LLC

PLANNING COMMISSION RECOMMENDATION

NOT RECOMMENDED/RECOMMENDED BY THE ARAPAHOE COUNTY PLANNING COMMISSION ON THIS _____ DAY

OF _____ A.D., 20__

\\codenfs\projects\22002634.dwg Survey\22002634 - final plat.vs.dwg Savedate:4/23/2025 11:09 AM Plotdate:4/23/2025 11:13 AM



REVISIONS		SHEET 1 OF 4
REVISED	06/06/2023	
REVISED	04/16/2024	FILE NO 22002634-PLAT
REVISED	07/29/2024	DATE 03/02/2025
REVISED	10/10/2024	DRAWN BY TWK
REVISED	10/30/2024	CHECK BY CRD
REVISED	02/04/2025	JOB NO. 22002634
REVISED	03/24/2025	
REVISED	04/23/2025	

LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION FILING NO. 1

SITUATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ARAPAHOE, STATE OF COLORADO

STANDARD NOTES:

THE OWNER(S), DEVELOPER(S), AND/OR SUBDIVIDER(S) OF THE USE BY SPECIAL REVIEW KNOWN AS LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION – FILING NO. 1 ,THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

STREET MAINTENANCE

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED PORTION OF QUINCY AVENUE SHOWN ON THIS PLAT/PLAN WILL NOT BE MAINTAINED BY THE COUNTY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED, AND PROVIDED CONSTRUCTION OF SAID ROADWAYS IS STARTED WITHIN ONE YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNERS, DEVELOPERS AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE COUNTY ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

DRAINAGE MAINTENANCE

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL DRAINAGE FACILITIES INSTALLED PURSUANT TO THE SUBDIVISION AGREEMENT. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO MAINTAINING THE SPECIFIED STORM WATER DETENTION/ RETENTION VOLUMES, MAINTAINING OUTLET STRUCTURES, FLOW RESTRICTION DEVICES AND FACILITIES NEEDED TO CONVEY FLOW TO SAID BASINS. ARAPAHOE COUNTY SHALL HAVE THE RIGHT TO ENTER PROPERTIES TO INSPECT SAID FACILITIES AT ANY TIME. IF THESE FACILITIES ARE NOT PROPERLY MAINTAINED, THE COUNTY MAY PROVIDE NECESSARY MAINTENANCE AND ASSESS THE MAINTENANCE COST TO THE OWNER OF THE PROPERTY.

EMERGENCY ACCESS NOTE

EMERGENCY ACCESS IS GRANTED HERewith OVER AND ACROSS ALL PAVED AREAS FOR POLICE, FIRE AND EMERGENCY VEHICLES.

DRIVES, PARKING AREAS, AND UTILITY EASEMENTS MAINTENANCE

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS, AND/OR ASSIGNS IN INTEREST, OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS, AND EASEMENTS, I.E.: CROSS–ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.

DRAINAGE LIABILITY

IT IS THE POLICY OF ARAPAHOE COUNTY THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY ATWELL LLC. ARAPAHOE COUNTY REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 30, ARTICLE 28, BUT CANNOT, ON BEHALF OF LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND AND/OR THEIR SUCCESSORS AND/OR ASSIGNS OF FUTURE LIABILITY FOR IMPROPER DESIGN. IT IS THE POLICY OF ARAPAHOE COUNTY THAT APPROVAL OF THE FINAL PLAT AND/OR FINAL DEVELOPMENT PLAN DOES NOT IMPLY APPROVAL OF ATWELL LLC. DRAINAGE DESIGN.

LANDSCAPE MAINTENANCE

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING, LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE FENCE LINE/PROPERTY LINE AND ANY PAVED ROADWAYS.

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

SIGHT TRIANGLE NOTE

SIGHT DISTANCE RESTRICTIONS, CONSISTING OF A 30 FOOT BY A 30 FOOT SIGHT DISTANCE TRIANGLE OR OF SUCH OTHER DIMENSIONS AS REQUIRED TO PROTECT AASHTO SIGHT LINES, SHALL APPLY TO ALL LAND AREAS ADJACENT TO ALL PUBLIC AND PRIVATE ROAD INTERSECTIONS ON THIS PLAT. THE OWNERS OF SUCH ADJACENT LAND AREAS ARE PROHIBITED FROM ERECTING, GROWING, OR OTHERWISE PERMITTING ANY OBSTRUCTION WITHIN SUCH LAND AREA THAT IS OVER 3 FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY.

PUBLIC IMPROVEMENTS NOTE

AFTER FINAL DEVELOPMENT PLAN/FINAL PLAT APPROVAL, ISSUANCE OF INDIVIDUAL BUILDING PERMITS WILL BE SUBJECT TO THE FOLLOWING STIPULATIONS AND/OR CONDITIONS PRECEDENT, WHICH OWNER AGREES TO IN CONJUNCTION WITH APPROVAL OF THE FINAL DEVELOPMENT PLAN AND/OR FINAL PLAT. SUCH BUILDING PERMITS WILL BE ISSUED ONLY AFTER THE OWNERS GUARANTEE PUBLIC IMPROVEMENTS IN A FORM ACCEPTABLE TO THE BOARD OF COUNTY COMMISSIONERS PURSUANT TO STATE STATUTE.

DRAINAGE MASTER PLAN NOTE

THE POLICY OF THE COUNTY REQUIRES THAT ALL NEW DEVELOPMENT AND REDEVELOPMENT SHALL PARTICIPATE IN THE REQUIRED DRAINAGE IMPROVEMENTS AS SET FORTH BELOW:

- 1.DESIGN AND CONSTRUCT THE LOCAL DRAINAGE SYSTEM AS DEFINED BY THE PHASE III DRAINAGE REPORT AND PLAN.
- 2.DESIGN AND CONSTRUCT THE CONNECTION OF THE SUBDIVISION DRAINAGE SYSTEM TO A DRAINAGEWAY OF ESTABLISHED CONVEYANCE CAPACITY SUCH AS A MASTER PLANNED OUTFALL STORM SEWER OR MASTER PLANNED MAJOR DRAINAGEWAY. THE COUNTY WILL REQUIRE THAT THE CONNECTION OF THE MINOR AND MAJOR SYSTEMS PROVIDE CAPACITY TO CONVEY ONLY THOSE FLOWS (INCLUDING OFFSITE FLOWS) LEAVING THE SPECIFIC DEVELOPMENT SITE. TO MINIMIZE OVERALL CAPITAL COSTS, THE COUNTY ENCOURAGES ADJACENT DEVELOPMENTS TO JOIN IN DESIGNING AND CONSTRUCTING CONNECTION SYSTEMS. ALSO, THE COUNTY MAY CHOOSE TO PARTICIPATE WITH A DEVELOPER IN THE DESIGN AND CONSTRUCTION OF THE CONNECTION SYSTEM.
- 3.EQUITABLE PARTICIPATION IN THE DESIGN AND CONSTRUCTION OF THE MAJOR DRAINAGEWAY SYSTEM THAT SERVES THE DEVELOPMENT AS DEFINED BY ADOPTED MASTER DRAINAGEWAY PLANS (SECTION 3.4 OF THE ARAPAHOE COUNTY STORMWATER MANAGEMENT MANUAL) OR AS REQUIRED BY THE COUNTY AND DESIGNATED IN THE PHASE III DRAINAGE REPORT.

SPECIFIC NOTES:

AIRPORT INFLUENCE AREA NOTE (AVIGATION EASEMENT/HAZARD EASEMENT)

AN AVIGATION AND HAZARD EASEMENT AFFECTING ALL PROPERTY CONTAINED WITHIN THIS PLAT HAS BEEN LEGALLY EXECUTED. SAID EASEMENT DOCUMENT CAN BE FOUND IN BOOK _____, PAGE _____, OF THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER.

THE LANDS CONTAINED WITHIN THIS PLAT LIE WITHIN THE AIRPORT INFLUENCE AREA, AN AREA WHICH IS LIKELY TO BE AFFECTED BY AIRCRAFT OPERATIONS AND THEIR POTENTIAL NOISE AND/OR CRASH HAZARDS TO A GREATER DEGREE THAN LANDS SITUATED OUTSIDE OF THE INFLUENCE AREA.

ALL LANDS CONTAINED WITHIN THIS PLAT SHALL COMPLY WITH F.A.R. PART 77, 'HEIGHT AND OBSTRUCTIONS CRITERIA'.

STREET LIGHTING

ALL LOTS ARE SUBJECT TO AND BOUND BY TARIFFS WHICH ARE NOW AND MAY IN THE FUTURE BE FILED WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO RELATING TO STREET LIGHTING IN THIS PLAN OR PLAT, TOGETHER WITH RATES, RULES, AND REGULATIONS THEREIN PROVIDED AND SUBJECT TO ALL FUTURE AMENDMENTS AND CHANGES THERETO. THE OWNER OR OWNERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL PAY AS BILLED, A PORTION OF THE COST OF PUBLIC STREET LIGHTING IN THE PLAN OR PLAT ACCORDING TO APPLICABLE RATES, RULES, AND REGULATIONS, INCLUDING FUTURE AMENDMENTS AND CHANGES ON FILE WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO.

RURAL TRANSPORTATION IMPACT FEE (RUTIF) AREA

LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION FILING NO. 1 IS LOCATED WITHIN AN AREA WHICH IS SUBJECT TO RURAL TRANSPORTATION IMPACT FEES TO DEFRAY COSTS OF IMPACTS TO CAPITAL ROAD FACILITIES CAUSED BY NEW DEVELOPMENT WITHIN THE AREA AS SET FORTH IN BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 160669. SAID RESOLUTION ESTABLISHES THE FEE SCHEDULE, WHICH FEES WILL BE CHARGED BY THE BUILDING DIVISION AND COLLECTED UPON THE ISSUANCE OF ALL BUILDING PERMITS FOR NEW CONSTRUCTION WITHIN THE IMPACT FEE AREA BOUNDARIES. THE FEES, THE IMPACT FEE AREA BOUNDARIES, THE RURAL TRANSPORTATION INFRASTRUCTURE PROPOSED TO BE FUNDED BY THE FEES AND OTHER PERTINENT PORTIONS OF THE FEE SCHEDULE MAY BE FURTHER STUDIED AND AMENDED FROM TIME TO TIME BY ACTION OF THE BOARD OF COUNTY COMMISSIONERS, AS NEEDED TO ENSURE A FAIR BALANCED SYSTEM.

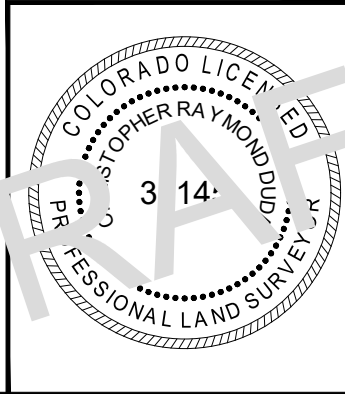
DRAINAGE

ALL DRAINAGE, DETENTION POND AND STORM SEWER EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF ARAPAHOE COUNTY AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S STORMWATER AND DRAINAGE REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, INCLUDING THOSE RECORDED ON JUNE 5, 1997, AT RECEPTION NUMBER A7066570, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

STORMWATER MAINTENANCE

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL PERMANENT BEST MANAGEMENT PRACTICES (BMP'S) AND STORMWATER FACILITIES INSTALLED PURSUANT TO THE SUBDIVISION AGREEMENTS AND THE OPERATIONS AND MAINTENANCE (O AND M) GUIDE IN THE CASE OF PERMANENT BMP'S. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, MAINTAINING THE SPECIFIED BMP'S CONTAINED IN THE O AND M MANUAL RECORDED AT RECEPTION NUMBER _____ AND THE STORMWATER FACILITIES SHOWN IN THE APPROVED PHASE III DRAINAGE REPORT AND SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS.

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL PERMANENT BMP'S AND/OR STORMWATER FACILITIES ASSOCIATED WITH THIS DEVELOPMENT. IF THE PERMANENT BMP'S AND STORMWATER FACILITIES ARE NOT PROPERLY MAINTAINED, THE COUNTY MAY PROVIDE NECESSARY MAINTENANCE AND ASSESS THE MAINTENANCE COST TO THE OWNER OF THE PROPERTY.



ATWELL

866.850.4200 www.atwell-group.com

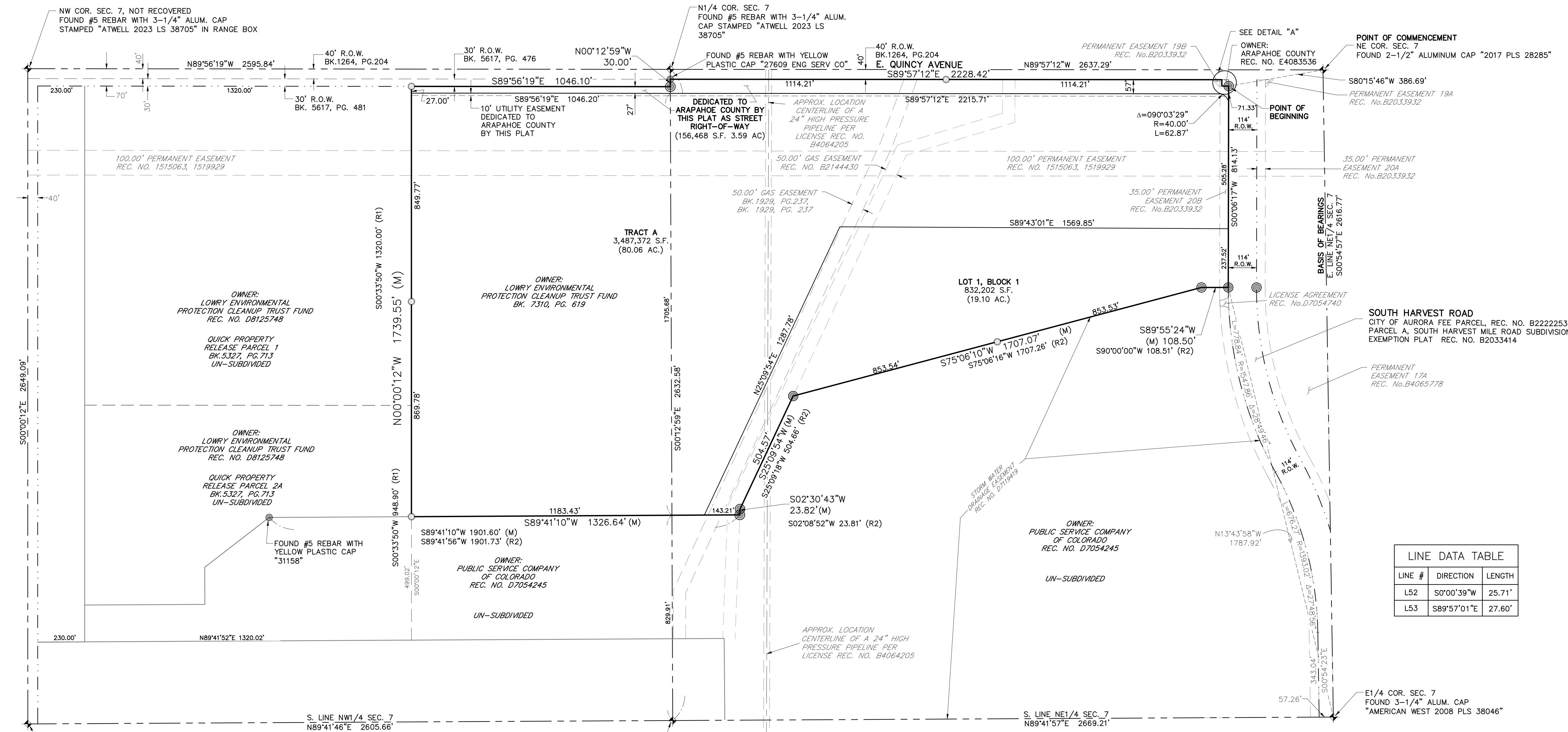
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS	
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REVISED	07/29/2024
REVISED	10/10/2024
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REVISED	02/04/2025
REVISED	03/24/2025
REVISED	04/23/2025

SHEET	
2	OF 4
FILE NO	22002634-PLAT
DATE	03/02/2023
DRAWN BY	TWK
CHECK BY	CRD
JOB NO.	22002634

LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION FILING NO. 1

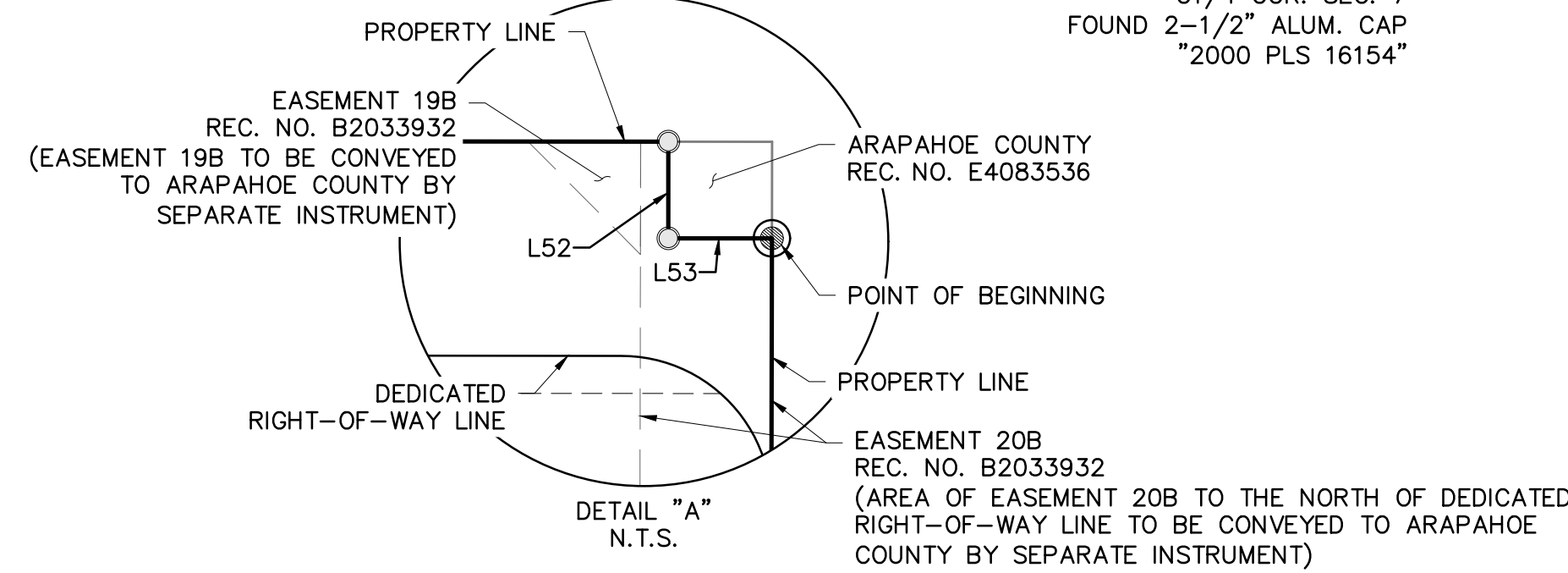
SITUATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ARAPAHOE, STATE OF COLORADO



LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L52	S0°00'39\"W	25.71'
L53	S89°57'01\"E	27.60'

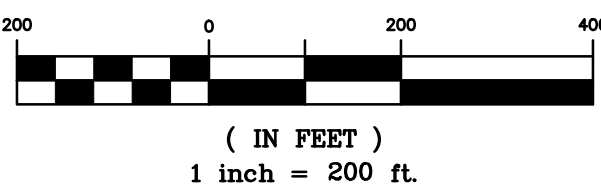
AREA TABLE		
AREA DESCRIPTION	AREA SQ. FT.	ACRES
LOT 1, BLOCK 1	832,202	19.10
TRACT A	3,487,372	80.06
RIGHT-OF-WAY	156,468	3.59
GROSS BOUNDARY	4,476,042	102.75

TRACT TABLE				
TRACT NAME	AREA	INTENDED USE	MAINTENANCE	FINAL OWNERSHIP
TRACT A	3,487,372 SQ. FT. 80.06 ACRES	FUTURE DEVELOPMENT	TRACT A OWNER	TRACT A OWNER



- (R1) RECORD INFORMATION PER BOOK 5327, PAGE 713, ARAPAHOE COUNTY RECORDS
- (R2) RECORD INFORMATION PER REC. NO. D7054245, ARAPAHOE COUNTY RECORDS
- (M) MEASURED INFORMATION
- FOUND #5 REBAR WITH 1-1/2\" YELLOW PLASTIC CAP \"EWS PLS 31158\" UNLESS OTHERWISE NOTED
- SET 18\" LONG NO. 5 REBAR WITH 1-1/2\" RED PLASTIC CAP \"PLS 38145
- ✦ SECTION CORNER, AS NOTED

- PLAT BOUNDARY
- - - SECTION LINE
- . - . - RIGHT-OF-WAY LINE
- - - - - EXISTING EASEMENT LINE



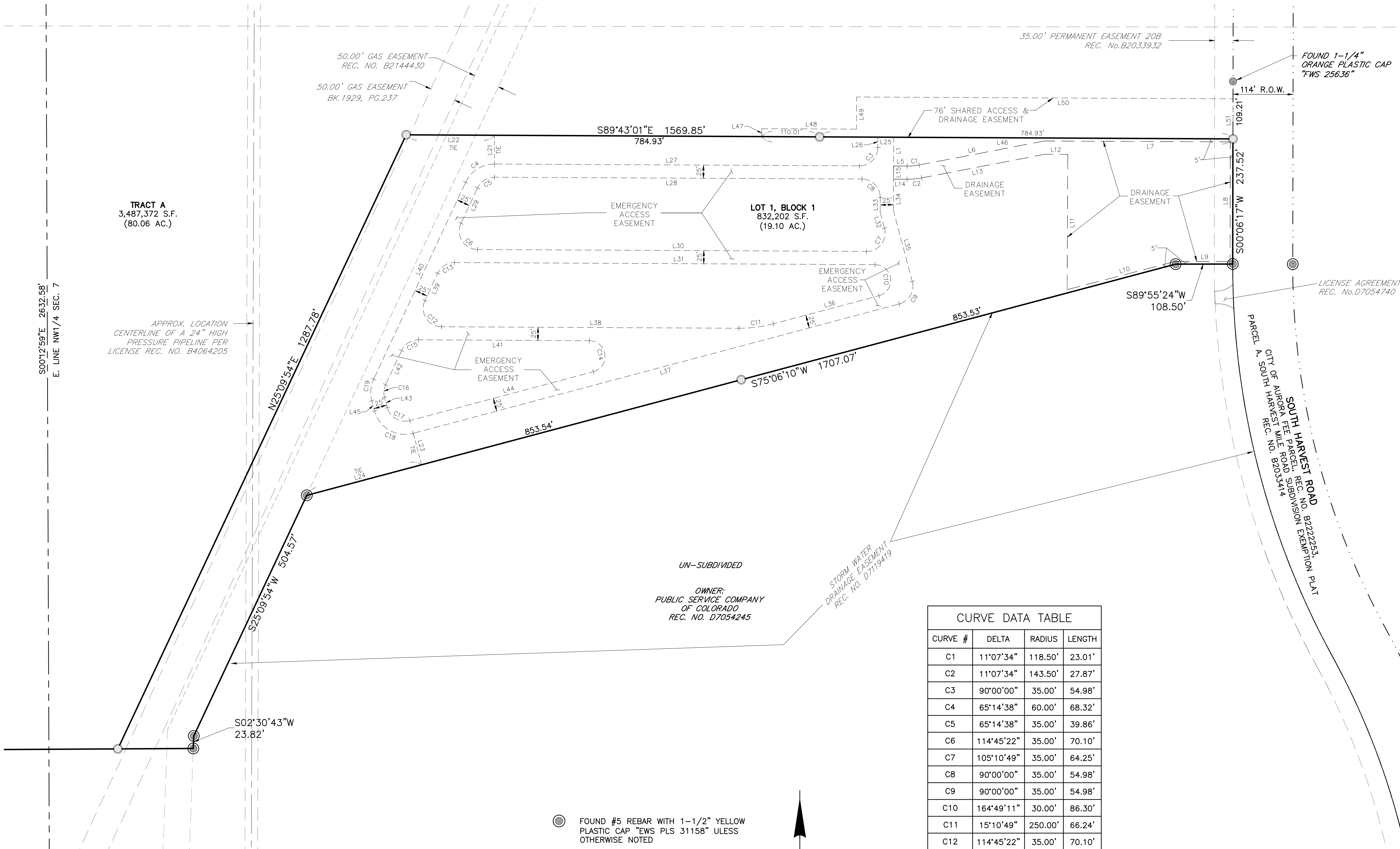
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3	
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LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION FILING NO. 1

SITUATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
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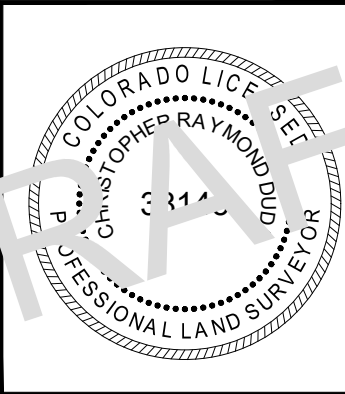
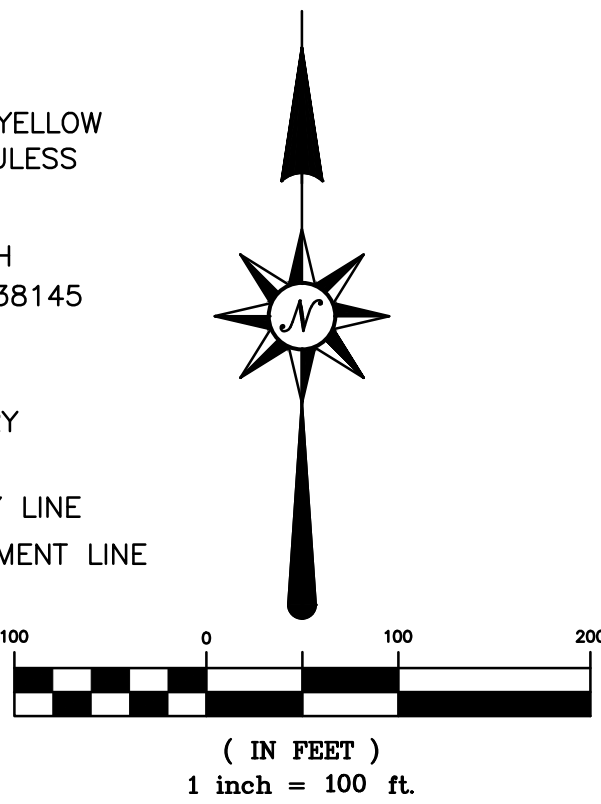
LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	N0°16'59"E	54.66'
L5	N89°43'01"W	25.72'
L6	S79°09'25"W	241.90'
L7	N89°43'01"W	353.17'
L8	N0°06'17"E	226.80'
L9	N89°55'24"E	104.16'
L10	N75°24'09"E	212.09'
L11	S0°16'47"W	256.70'
L12	S89°42'48"E	43.42'
L13	N79°09'25"E	238.32'
L14	S89°43'01"E	25.72'
L15	S0°16'59"W	25.00'
L21	N0°16'59"E	54.66'
L22	N89°43'01"W	167.76'
L23	S14°53'50"E	61.81'
L24	S75°06'10"W	225.59'
L25	N89°43'01"W	30.00'
L26	S0°16'59"W	19.66'
L27	N89°43'01"W	693.00'
L28	N89°43'01"W	698.00'
L29	N25°02'21"E	74.16'
L30	S89°43'01"E	738.66'
L31	S89°43'01"E	798.55'
L32	N14°53'50"W	32.01'
L33	N0°16'59"E	27.28'
L34	S0°16'59"W	58.95'
L35	N14°53'50"W	139.75'
L36	N75°06'10"E	207.45'
L37	N75°06'10"E	954.94'
L38	S89°43'01"E	564.71'
L39	N25°02'21"E	57.26'
L40	N25°02'21"E	412.38'
L41	S89°43'01"E	324.55'
L42	N25°02'21"E	71.73'
L43	S15°04'33"E	20.16'
L44	N75°06'10"E	360.52'
L45	N15°04'33"W	20.16'
L46	S89°43'01"E	894.94'
L47	S0°16'59"W	15.00'
L48	N89°43'01"W	180.00'
L49	S0°16'59"W	61.00'
L50	N89°43'01"W	714.94'
L51	N0°16'59"E	76.00'

CURVE DATA TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	11°07'34"	118.50'	23.01'
C2	11°07'34"	143.50'	27.87'
C3	90°00'00"	35.00'	54.98'
C4	65°14'38"	60.00'	68.32'
C5	65°14'38"	35.00'	39.86'
C6	114°45'22"	35.00'	70.10'
C7	105°10'49"	35.00'	64.25'
C8	90°00'00"	35.00'	54.98'
C9	90°00'00"	35.00'	54.98'
C10	164°49'11"	30.00'	86.30'
C11	15°10'49"	250.00'	66.24'
C12	114°45'22"	35.00'	70.10'
C13	65°14'38"	35.00'	39.86'
C14	164°49'11"	30.00'	86.30'
C15	65°14'38"	35.00'	39.86'
C16	40°06'54"	35.00'	24.50'
C17	89°49'17"	35.00'	54.87'
C18	89°49'17"	60.00'	94.06'
C19	40°06'54"	60.00'	42.01'

EASEMENT CHART			
EASEMENT TYPE	EASEMENT USE	EASEMENT GRANTED TO	SURFACE/IMPROVEMENT MAINTENANCE RESPONSIBILITY
EMERGENCY ACCESS EASEMENT	SITE ACCESS AND UTILITY	ARAPAHOE COUNTY	LOT 1 OWNER
DRAINAGE EASEMENT	DETENTION POND AND DRAINAGE FACILITY	ARAPAHOE COUNTY	LOT 1 OWNER
SHARED ACCESS & DRAINAGE EASEMENT	SHARED ACCESS TO LOT 1 AND DRAINAGE IMPROVEMENTS	ARAPAHOE COUNTY AND LOT 1 OWNER	LOT 1 OWNER

- FOUND #5 REBAR WITH 1-1/2" YELLOW PLASTIC CAP "EWS PLS 31158" UNLESS OTHERWISE NOTED
- SET 18" LONG NO. 5 REBAR WITH 1-1/2" RED PLASTIC CAP "PLS 38145"
- SECTION CORNER, AS NOTED

- PLAT BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE



**ATWELL**
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

REVISIONS		SHEET 4 OF 4
REVISED	DATE	
REVISED 06/06/2023	03/02/2023	FILE NO 22002634-PLAT DRAWN BY TWK CHECK BY CRD JOB NO. 22002634
REVISED 04/16/2024		
REVISED 07/29/2024		
REVISED 10/10/2024		
REVISED 10/30/2024		
REVISED 02/04/2025		
REVISED 03/24/2025		
REVISED 04/23/2025		

RESOLUTION NO. 25-199

It was moved by Commissioner Fields and duly seconded by Commissioner Warren-Gully to approve the Amendment of Resolution No. 25-123 which, on May 13, 2025, approved the Minor Subdivision for Lowry Environmental Protection Cleanup Trust Fund Subdivision Filing No. 1 – Minor Subdivision, Case No. PM23-001. Condition No. 2 of Resolution 25-123 is hereby amended to read as follows:

2. No permits shall be issued, grading or otherwise, until the applicant has conveyed all necessary right-of-way to the County free and clear of any encumbrances with the exception of the 50' gas easement, recorded as Reception No. B2144430, the 50' gas easement recorded as Book 1929, Page 237, and the high-pressure pipeline easement recorded as Reception No. B4064205.

The vote was:

Commissioner Baker, Absent and Excused; Commissioner Campbell, Absent and Excused; Commissioner Fields, Yes; Commissioner Summey, Yes; Commissioner Warren-Gully, Yes.

The Chair declared the motion carried and so ordered.

Attachment B

Legal Description of Subject Property

A TRACT OF LAND BEING A PORTION OF THE NORTH 1/2 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, EXCEPT THE NORTH 40 FEET; EXCEPT THE WEST 40 FEET, AND EXCEPT THOSE PORTIONS CONVEYED TO THE PUBLIC SERVICE COMPANY OF COLORADO IN DEEDS RECORDED DECEMBER 11, 1960 IN BOOK 1232 AT PAGES 260 AND 262. AND EXCEPT THAT PORTION DESCRIBED IN PARTIAL RELEASE OF DEED OF TRUST RECORDED DECEMBER 9, 1987 IN BOOK 5327 AT PAGE 713 AND EXCEPT THAT PORTION DESCRIBED IN DEEDS RECORDED JANUARY 20, 1989 IN BOOK 5617 AT PAGE 476 AND PAGE 481;

AND EXCEPT THAT PORTION CONVEYED TO ADM,BLT-QUINCY, LLC, A COLORADO LIMITED LIABILITY COMPANY IN DEED RECORDED FEBRUARY 21, 2002 AS RECEPTION NO. 2033929;

AND EXCEPT THAT PORTION CONVEYED TO PUBLIC SERVICE COMPANY OF COLORADO IN DEED RECORDED MAY, 15, 2017 AS RECEPTION NO. 7054245.

COUNTY OF ARAPAHOE, STATE OF COLORADO., SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS; BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 7 BY A CALCULATED POSITION BASED ON FOUND ACCESSORIES SHOWN ON THE MONUMENT RECORDED IN THE RECORDS OF THE COLO. ST. BD. OF LIC. FOR ARC, PE & LS DATED FEB 28 2018 AND AT THE EAST QUARTER CORNER OF SAID SECTION 7 BY A 3-1/4" ALUMINUM CAP STAMPED "AMERICAN WEST 2008 PLS 30846". SAID EAST LINE BEARS SOUTH 00°54'57" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7;

THENCE SOUTH 30°45'52" WEST 747.14 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH HARVEST ROAD AS SHOWN ON HARVEST MILE ROAD SUBDIVISION EXEMPTION PLAT, RECORDED FEBRUARY 20, 2002 AT RECEPTION No. B2033414 AND SPECIAL WARRANTY DEED RECORDED NOVEMBER 21, 2002 AT REC. No B2222253, ARAPAHOE COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°06'17" WEST 237.52 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN EXHIBIT A OF SPECIAL WARRANTY DEED RECORDED MAY 15, 2017 AT RECEPTION No. D7054245;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE ALONG THE NORTHERLY LINE OF SAID PARCEL AT RECEPTION No.D7054245 THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 89°55'24" WEST 108.50 FEET;
2. SOUTH 75°06'10" WEST 1707.07 FEET;
3. SOUTH 25°09'54" WEST 504.57 FEET;
4. SOUTH 02°30'43" WEST 23.82 FEET;
5. SOUTH 89°41'10" WEST 143.21 FEET;

THENCE DEPARTING SAID NORTHERLY LINE OF RECEPTION No. D7054245 NORTH 25°09'54" EAST 1287.78 FEET;

THENCE SOUTH 89°43'01" EAST 1569.85 FEET TO THE POINT OF BEGINNING;

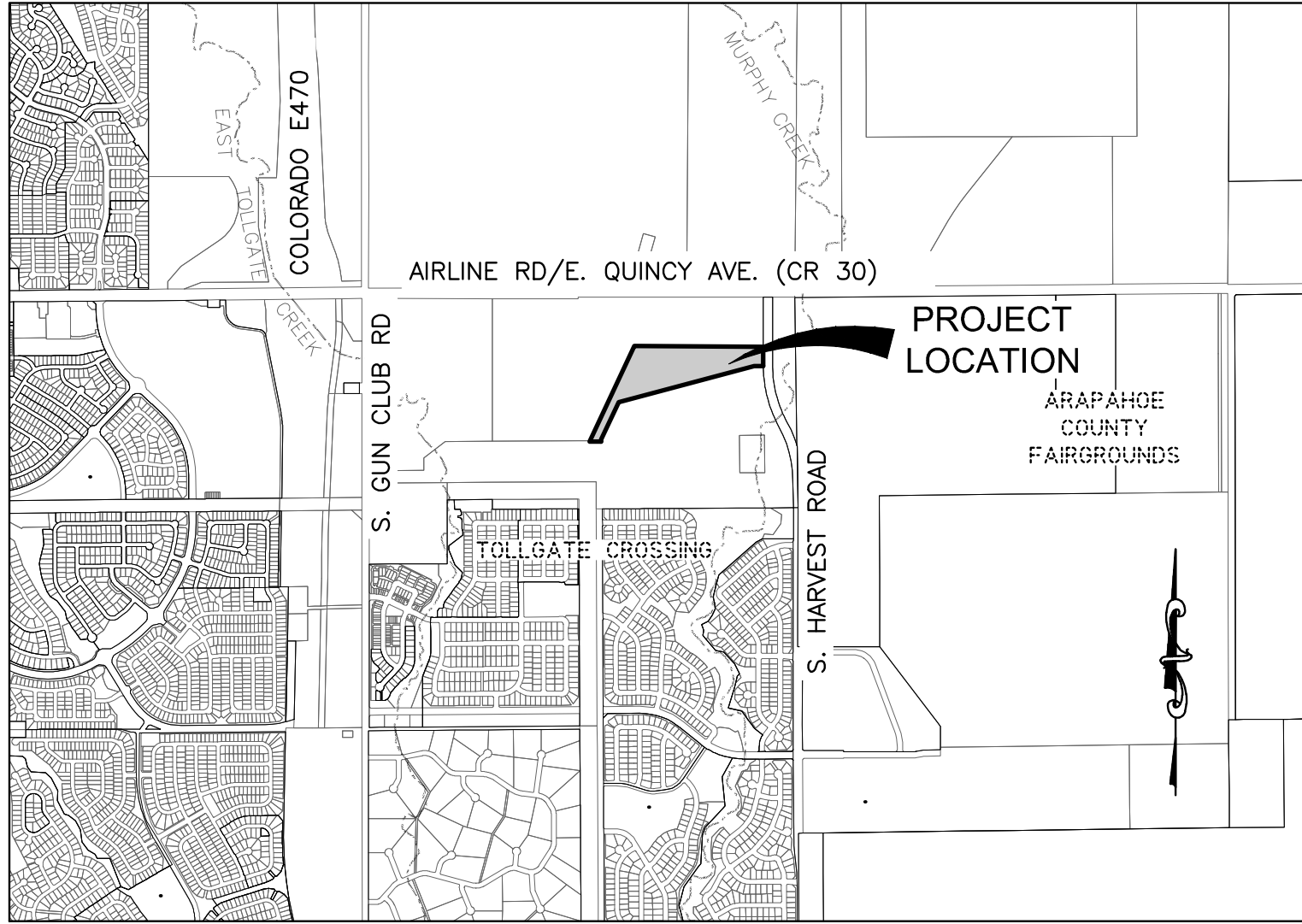
SAID PARCEL OF LAND CONTAINS 832,202 SQUARE FEET, OR 19.10 ACRES, MORE OR LESS.

Attachment C

USR Approval (Resolution and USR Site Plan)

LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION - FILING NO. 1
USE BY SPECIAL REVIEW

SITUATED IN THE NORTHEAST QUARTER OF SECTION 7
TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF ARAPAHOE, STATE OF COLORADO



VICINITY MAP
SCALE: 1"=2000'

SHEET INDEX	
SHEET NO.	SHEET TITLE
U01	COVER SHEET
U02	NOTE SHEET
U03	SITE PLAN & UTILITIES
U04	SITE PLAN & UTILITIES
U05	LIGHTING PLAN
U06	LIGHTING PLAN
A01	ARCHITECTURAL RENDERINGS
S01	TYPICAL EQUIPMENT ELEVATIONS
S02	TYPICAL EQUIPMENT ELEVATIONS
S03	TYPICAL EQUIPMENT ELEVATIONS

- NOTES:
- AFTER CONSTRUCTION IS COMPLETE, TRAILERS, TEMPORARY BUILDINGS, AND PERMANENT BUILDINGS MAY BE ALLOWED PROVIDED ADOPTED ARAPAHOE COUNTY BUILDING CODE REQUIREMENTS ARE MET.
 - THE SEED MIX TO BE USED ON THE DETENTION POND SHALL BE ARAPAHOE COUNTY DETAIL WETLAND SEED MIX FOR THE POND BOTTOM AND TRANSITION SEED MIX FOR THE AREAS ABOVE 6-INCHES FROM THE POND BOTTOM.
 - THE DETENTION POND SHALL BE IRRIGATED UNTIL ESTABLISHED.

CERTIFICATE OF OWNERSHIP

I, _____, HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION - FILING NO. 1, CASE NUMBER UASI23-001.

OWNER OF RECORD OR AUTHORIZED AGENT

STATE OF _____)

COUNTY OF _____)S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____

A.D., 20____ BY _____.

AS _____ OF _____ AN AUTHORIZED SIGNATORY.

BY _____ WITNESS MY HAND AND SEAL
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY NUMBER: _____

BOARD OF COUNTY COMMISSIONERS APPROVAL
APPROVED BY THE ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS, THIS ____ DAY OF _____ A.D., 20____.

CHAIR: _____

ATTEST: _____

PLANNING COMMISSION RECOMMENDATION
NOT RECOMMENDED/RECOMMENDED BY THE ARAPAHOE COUNTY PLANNING COMMISSION, THIS ____ DAY OF _____ A.D., 20____.

CHAIR: _____

APPLICANT/DEVELOPER
FRONT RANGE ENERGY STORAGE, LLC
ENERGY STORAGE, LLC
1780 HUGHES LANDING BLVD
SUITE 675
THE WOODLANDS, TX 77380
(832) 585-1238
CONTACT: STEVE LADELFA

OWNERS:
LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND
JDS PROFESSIONAL GROUP
10303 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112
PHONE: (720) 865-5483
CONTACT: DAVE WILMOTH

SURVEYOR OF RECORD:
ATWELL, LLC
6200 S. SYRACUSE WAY,
SUITE 125
GREENWOOD VILLAGE, CO 80111
(303) 462-1100
CONTACT: CHRIS DUDA

CIVIL ENGINEER:
ATWELL, LLC
6200 S. SYRACUSE WAY,
SUITE 125
GREENWOOD VILLAGE, CO 80111
(303) 462-1100
CONTACT: CHRISTINE SVEUM

AGENCIES:
ARAPAHOE COUNTY
PUBLIC WORKS
PLANNING DIVISION
6924 S. LIMA STREET
CENTENNIAL CO, 80112
(720) 874-6650

BENCHMARK:
5S6508NW001 - 3" DIAM. BRASS CAP IN CENTER OF CONC. HEADWALL FOR CREEK ON THE SOUTH SIDE OF E. QUINCY AVE. 100 FT. +/- EAST OF SEC. COR. FOR HARVEST RD. (1 MILE E. OF GUN CLUB RD.) ALSO BEING AT THE N.E. COR. OF A BARBWIRE FENCE. ELEV. CHECKED 9-6-89. ELEVATION: 5777.82

811

Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

ATWELL

866.850.4200 www.atwell.com

6200 SOUTH SYRACUSE WAY, SUITE 125
GREENWOOD VILLAGE, CO 80111
866.850.4200

DEVELOPER

1780 HUGHES LANDING BLVD
SUITE 675
THE WOODLANDS, TX 77380
(832) 585-1238
STEVE LADELFA

CLIENT

FRONT RANGE ENERGY STORAGE, LLC
LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION - FILING NO. 1
ARAPAHOE COUNTY, COLORADO
USE BY SPECIAL REVIEW
COVER SHEET

DATE

02/16/2023

0 APPROVAL SET
10/17/2025 - CBS

REVISIONS

APPROVED REGISTERED
CHRISTINE SVEUM
10/17/25
PROFESSIONAL ENGINEER

DR. KJK

CH. CBS

P.M. CBS

JOB 22002634

SHEET 01 OF 10

SHEET NO. U01

LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION - FILING NO. 1

USE BY SPECIAL REVIEW

SITUATED IN THE NORTHEAST QUARTER OF SECTION 7
TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF ARAPAHOE, STATE OF COLORADO

DRAINAGE MASTER PLAN NOTE

THE POLICY OF THE COUNTY REQUIRES THAT ALL NEW DEVELOPMENT AND REDEVELOPMENT SHALL PARTICIPATE IN THE REQUIRED DRAINAGE IMPROVEMENTS AS SET FORTH BELOW:

- 1.DESIGN AND CONSTRUCT THE LOCAL DRAINAGE SYSTEM AS DEFINED BY THE PHASE III DRAINAGE REPORT AND PLAN.
- 2.DESIGN AND CONSTRUCT THE CONNECTION OF THE SUBDIVISION DRAINAGE SYSTEM TO A DRAINAGEWAY OF ESTABLISHED CONVEYANCE CAPACITY SUCH AS A MASTER PLANNED OUTFALL STORM SEWER OR MASTER PLANNED MAJOR DRAINAGEWAY. THE COUNTY WILL REQUIRE THAT THE CONNECTION OF THE MINOR AND MAJOR SYSTEMS PROVIDE CAPACITY TO CONVEY ONLY THOSE FLOWS (INCLUDING OFFSITE FLOWS) LEAVING THE SPECIFIC DEVELOPMENT SITE. TO MINIMIZE OVERALL CAPITAL COSTS, THE COUNTY ENCOURAGES ADJACENT DEVELOPMENTS TO JOIN IN DESIGNING AND CONSTRUCTING CONNECTION SYSTEMS. ALSO, THE COUNTY MAY CHOOSE TO PARTICIPATE WITH A DEVELOPER IN THE DESIGN AND CONSTRUCTION OF THE CONNECTION SYSTEM.
- 3.EQUITABLE PARTICIPATION IN THE DESIGN AND CONSTRUCTION OF THE MAJOR DRAINAGEWAY SYSTEM THAT SERVES THE DEVELOPMENT AS DEFINED BY ADOPTED MASTER DRAINAGEWAY PLANS (SECTION 3.4 OF THE ARAPAHOE COUNTY STORMWATER MANAGEMENT MANUAL) OR AS REQUIRED BY THE COUNTY AND DESIGNATED IN THE PHASE III DRAINAGE REPORT.

SPECIFIC NOTES:

AIRPORT INFLUENCE AREA NOTE (AVIGATION EASEMENT/HAZARD EASEMENT)

AN AVIGATION AND HAZARD EASEMENT AFFECTING ALL PROPERTY CONTAINED WITHIN THIS PLAT HAS BEEN LEGALLY EXECUTED. SAID EASEMENT DOCUMENT CAN BE FOUND IN BOOK _____, PAGE _____, OF THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER.

THE LANDS CONTAINED WITHIN THIS PLAT LIE WITHIN THE AIRPORT INFLUENCE AREA, AN AREA WHICH IS LIKELY TO BE AFFECTED BY AIRCRAFT OPERATIONS AND THEIR POTENTIAL NOISE AND/OR CRASH HAZARDS TO A GREATER DEGREE THAN LANDS SITUATED OUTSIDE OF THE INFLUENCE AREA.

ALL LANDS CONTAINED WITHIN THIS PLAT SHALL COMPLY WITH F.A.R. PART 77, 'HEIGHT AND OBSTRUCTIONS CRITERIA'.

STREET LIGHTING

ALL LOTS ARE SUBJECT TO AND BOUND BY TARIFFS WHICH ARE NOW AND MAY IN THE FUTURE BE FILED WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO RELATING TO STREET LIGHTING IN THIS PLAN OR PLAT, TOGETHER WITH RATES, RULES, AND REGULATIONS THEREIN PROVIDED AND SUBJECT TO ALL FUTURE AMENDMENTS AND CHANGES THERETO. THE OWNER OR OWNERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL PAY AS BILLED, A PORTION OF THE COST OF PUBLIC STREET LIGHTING IN THE PLAN OR PLAT ACCORDING TO APPLICABLE RATES, RULES, AND REGULATIONS, INCLUDING FUTURE AMENDMENTS AND CHANGES ON FILE WITH THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO.

RURAL TRANSPORTATION IMPACT FEE (RUTIF) AREA

LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION FILING NO. 1 IS LOCATED WITHIN AN AREA WHICH IS SUBJECT TO RURAL TRANSPORTATION IMPACT FEES TO DEFRAY COSTS OF IMPACTS TO CAPITAL ROAD FACILITIES CAUSED BY NEW DEVELOPMENT WITHIN THE AREA AS SET FORTH IN BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 160669. SAID RESOLUTION ESTABLISHES THE FEE SCHEDULE, WHICH FEES WILL BE CHARGED BY THE BUILDING DIVISION AND COLLECTED UPON THE ISSUANCE OF ALL BUILDING PERMITS FOR NEW CONSTRUCTION WITHIN THE IMPACT FEE AREA BOUNDARIES. THE FEES, THE IMPACT FEE AREA BOUNDARIES, THE RURAL TRANSPORTATION INFRASTRUCTURE PROPOSED TO BE FUNDED BY THE FEES AND OTHER PERTINENT PORTIONS OF THE FEE SCHEDULE MAY BE FURTHER STUDIED AND AMENDED FROM TIME TO TIME BY ACTION OF THE BOARD OF COUNTY COMMISSIONERS, AS NEEDED TO ENSURE A FAIR BALANCED SYSTEM.

DRAINAGE

ALL DRAINAGE, DETENTION POND AND STORM SEWER EASEMENTS SHOWN HEREON BURDEN AND RUN WITH ALL LANDS DESCRIBED IN THIS PLAT TO THE BENEFIT OF ARAPAHOE COUNTY AND ITS ASSIGNS, AND ARE BINDING UPON THE OWNERS AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS. THE EASEMENTS ARE GOVERNED BY THE TERMS AND CONDITIONS OF ARAPAHOE COUNTY'S STORMWATER AND DRAINAGE REGULATIONS AND STANDARDS AND ALL TERMS AND CONDITIONS OF RECORD, INCLUDING THOSE RECORDED ON JUNE 5, 1997, AT RECEPTION NUMBER A7066570, AS THOSE REGULATIONS, STANDARDS, TERMS AND CONDITIONS EXIST AT THE TIME OF COUNTY APPROVAL OF THIS DOCUMENT AND AS THEY MAY BE AMENDED FROM TIME TO TIME.

STORMWATER MAINTENANCE

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL PERMANENT BEST MANAGEMENT PRACTICES (BMP'S) AND STORMWATER FACILITIES INSTALLED PURSUANT TO THE SUBDIVISION AGREEMENTS AND THE OPERATIONS AND MAINTENANCE (O AND M) GUIDE IN THE CASE OF PERMANENT BMP'S. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, MAINTAINING THE SPECIFIED BMP'S CONTAINED IN THE O AND M MANUAL RECORDED AT RECEPTION NUMBER _____, AND THE STORMWATER FACILITIES SHOWN IN THE APPROVED PHASE III DRAINAGE REPORT AND SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS.

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL PERMANENT BMP'S AND/OR STORMWATER FACILITIES ASSOCIATED WITH THIS DEVELOPMENT. IF THE PERMANENT BMP'S AND STORMWATER FACILITIES ARE NOT PROPERLY MAINTAINED, THE COUNTY MAY PROVIDE NECESSARY MAINTENANCE AND ASSESS THE MAINTENANCE COST TO THE OWNER OF THE PROPERTY.

STANDARD NOTES:

THE OWNER(S), DEVELOPER(S), AND/OR SUBDIVIDER(S) OF THE USE BY SPECIAL REVIEW KNOWN AS LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION – FILING NO. 1 ,THEIR RESPECTIVE SUCCESSORS, HEIRS AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

STREET MAINTENANCE

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED PORTION OF QUINCY AVENUE SHOWN ON THIS PLAT/PLAN WILL NOT BE MAINTAINED BY THE COUNTY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED, AND PROVIDED CONSTRUCTION OF SAID ROADWAYS IS STARTED WITHIN ONE YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNERS, DEVELOPERS AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE COUNTY ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

DRAINAGE MAINTENANCE

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL DRAINAGE FACILITIES INSTALLED PURSUANT TO THE SUBDIVISION AGREEMENT. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO MAINTAINING THE SPECIFIED STORM WATER DETENTION/ RETENTION VOLUMES, MAINTAINING OUTLET STRUCTURES, FLOW RESTRICTION DEVICES AND FACILITIES NEEDED TO CONVEY FLOW TO SAID BASINS. ARAPAHOE COUNTY SHALL HAVE THE RIGHT TO ENTER PROPERTIES TO INSPECT SAID FACILITIES AT ANY TIME. IF THESE FACILITIES ARE NOT PROPERLY MAINTAINED, THE COUNTY MAY PROVIDE NECESSARY MAINTENANCE AND ASSESS THE MAINTENANCE COST TO THE OWNER OF THE PROPERTY.

EMERGENCY ACCESS NOTE

EMERGENCY ACCESS IS GRANTED HEREWITH OVER AND ACROSS ALL PAVED AREAS FOR POLICE, FIRE AND EMERGENCY VEHICLES.

DRIVES, PARKING AREAS, AND UTILITY EASEMENTS MAINTENANCE

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS, AND/OR ASSIGNS IN INTEREST, OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS, AND EASEMENTS, I.E.: CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.

DRAINAGE LIABILITY

IT IS THE POLICY OF ARAPAHOE COUNTY THAT IT DOES NOT AND WILL NOT ASSUME LIABILITY FOR THE DRAINAGE FACILITIES DESIGNED AND/OR CERTIFIED BY ATWELL LLC. ARAPAHOE COUNTY REVIEWS DRAINAGE PLANS PURSUANT TO COLORADO REVISED STATUTES TITLE 30, ARTICLE 28, BUT CANNOT, ON BEHALF OF LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW WILL ABSOLVE LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND AND/OR THEIR SUCCESSORS AND/OR ASSIGNS OF FUTURE LIABILITY FOR IMPROPER DESIGN. IT IS THE POLICY OF ARAPAHOE COUNTY THAT APPROVAL OF THE FINAL PLAT AND/OR FINAL DEVELOPMENT PLAN DOES NOT IMPLY APPROVAL OF ATWELL LLC. DRAINAGE DESIGN.

LANDSCAPE MAINTENANCE

THE OWNERS OF THIS PLAN OR PLAT, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR OTHER ENTITY OTHER THAN ARAPAHOE COUNTY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING, LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE FENCE LINE/PROPERTY LINE AND ANY PAVED ROADWAYS.

THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, OR SOME OTHER ENTITY OTHER THAN ARAPAHOE COUNTY, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

SIGHT TRIANGLE NOTE

SIGHT DISTANCE RESTRICTIONS, CONSISTING OF A 30 FOOT BY A 30 FOOT SIGHT DISTANCE TRIANGLE OR OF SUCH OTHER DIMENSIONS AS REQUIRED TO PROTECT AASHTO SIGHT LINES, SHALL APPLY TO ALL LAND AREAS ADJACENT TO ALL PUBLIC AND PRIVATE ROAD INTERSECTIONS ON THIS PLAT. THE OWNERS OF SUCH ADJACENT LAND AREAS ARE PROHIBITED FROM ERECTING, GROWING, OR OTHERWISE PERMITTING ANY OBSTRUCTION WITHIN SUCH LAND AREA THAT IS OVER 3 FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY.

PUBLIC IMPROVEMENTS NOTE

AFTER FINAL DEVELOPMENT PLAN/FINAL PLAT APPROVAL, ISSUANCE OF INDIVIDUAL BUILDING PERMITS WILL BE SUBJECT TO THE FOLLOWING STIPULATIONS AND/OR CONDITIONS PRECEDENT, WHICH OWNER AGREES TO IN CONJUNCTION WITH APPROVAL OF THE FINAL DEVELOPMENT PLAN AND/OR FINAL PLAT. SUCH BUILDING PERMITS WILL BE ISSUED ONLY AFTER THE OWNERS GUARANTEE PUBLIC IMPROVEMENTS IN A FORM ACCEPTABLE TO THE BOARD OF COUNTY COMMISSIONERS PURSUANT TO STATE STATUTE.



Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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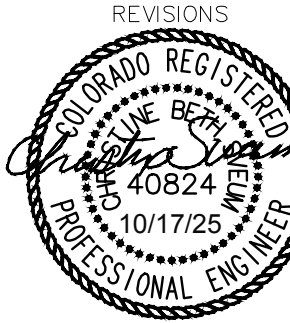


DEVELOPER	1780 HUGHES LANDING BLVD SUITE 675 THE WOODLANDS, TX 77380
(832) 585-1238	
STEVE LADELA	

CLIENT	FRONT RANGE ENERGY STORAGE, LLC
	LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION – FILING NO. 1
	ARAPAHOE COUNTY, COLORADO
	USE BY SPECIAL REVIEW
	NOTE SHEET

DATE 02/16/2023

0	APPROVAL SET
	10/17/2025 – CBS



DR. KJK CH. CBS

P.M. CBS

JOB 22002634

SHEET 02 OF 10

SHEET NO.

U02

BENCHMARK:
556508NW001 – 3" DIAM. BRASS CAP IN CENTER OF CONC. HEADWALL FOR CREEK ON THE SOUTH SIDE OF E. QUINCY AVE. 100 FT. +/- EAST OF SEC. COR. FOR HARVEST RD. (1 MILE E. OF GUN CLUB RD.) ALSO BEING AT THE N.E. COR. OF A BARBWARE FENCE. ELEV. CHECKED 9–6–89. ELEVATION: 5777.82

SITUATED IN THE NORTHEAST QUARTER OF SECTION 7
TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF ARAPAHOE, STATE OF COLORADO



U04

BENCHMARK:
556508NW001 - 3" DIAM. BRASS CAP IN CENTER OF CONC.
HEADWALL FOR CREEK ON THE SOUTH SIDE OF
E. QUINCY AVE. 100 FT. +/- EAST OF SEC. COR. FOR
HARVEST RD. (1 MILE E. OF GUN CLUB RD.) ALSO BEING AT
THE N.E. COR. OF A BARBWIRE FENCE. ELEV.
CHECKED 9-6-89. ELEVATION: 5777.82

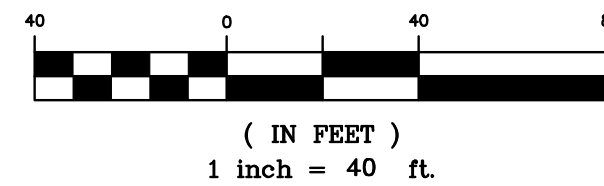
LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION - FILING NO. 1

USE BY SPECIAL REVIEW

SITUATED IN THE NORTHEAST QUARTER OF SECTION 7
TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF ARAPAHOE, STATE OF COLORADO



SITUATED IN THE NORTHEAST QUARTER OF SECTION 7
TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF ARAPAHOE, STATE OF COLORADO



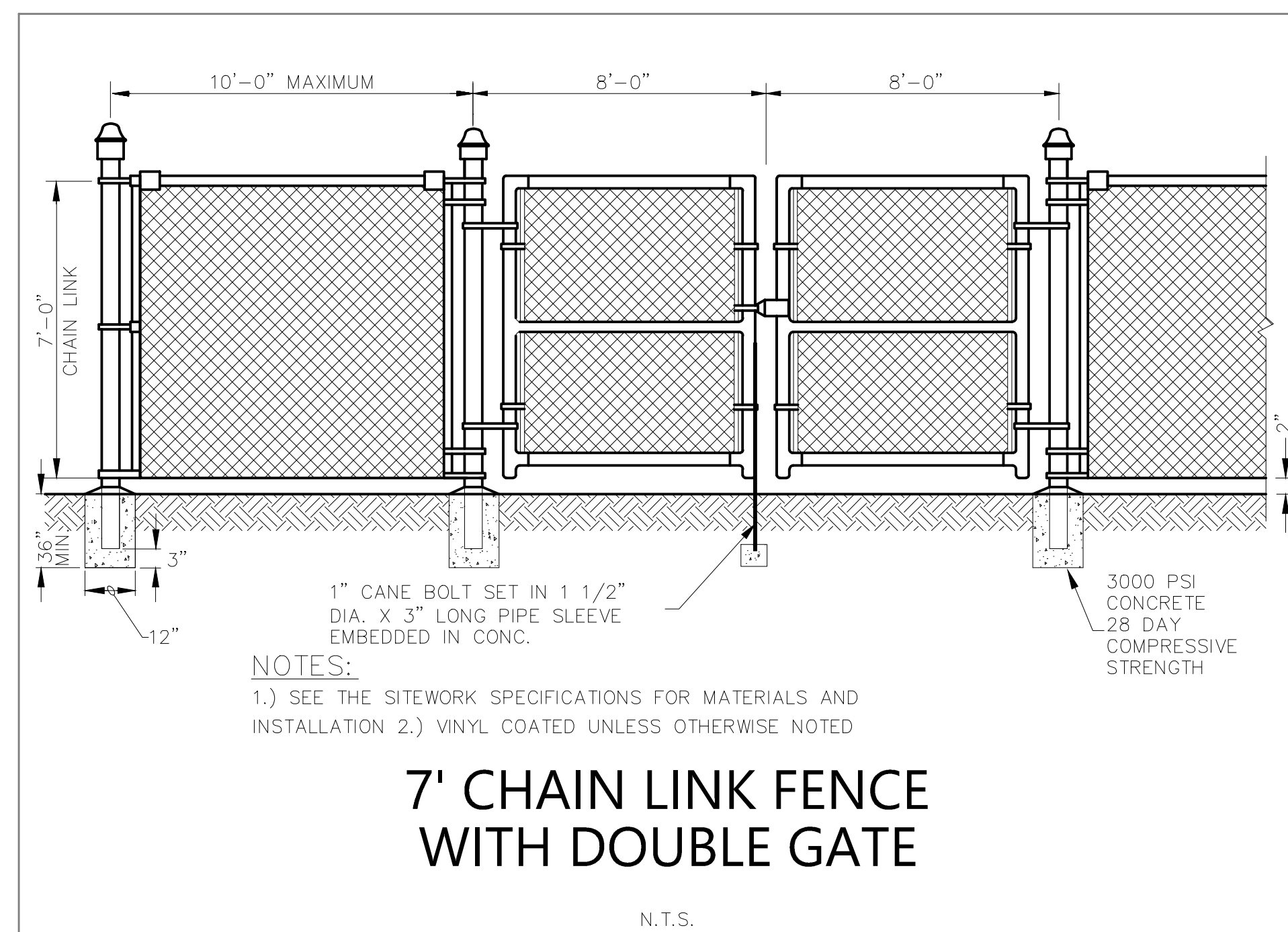
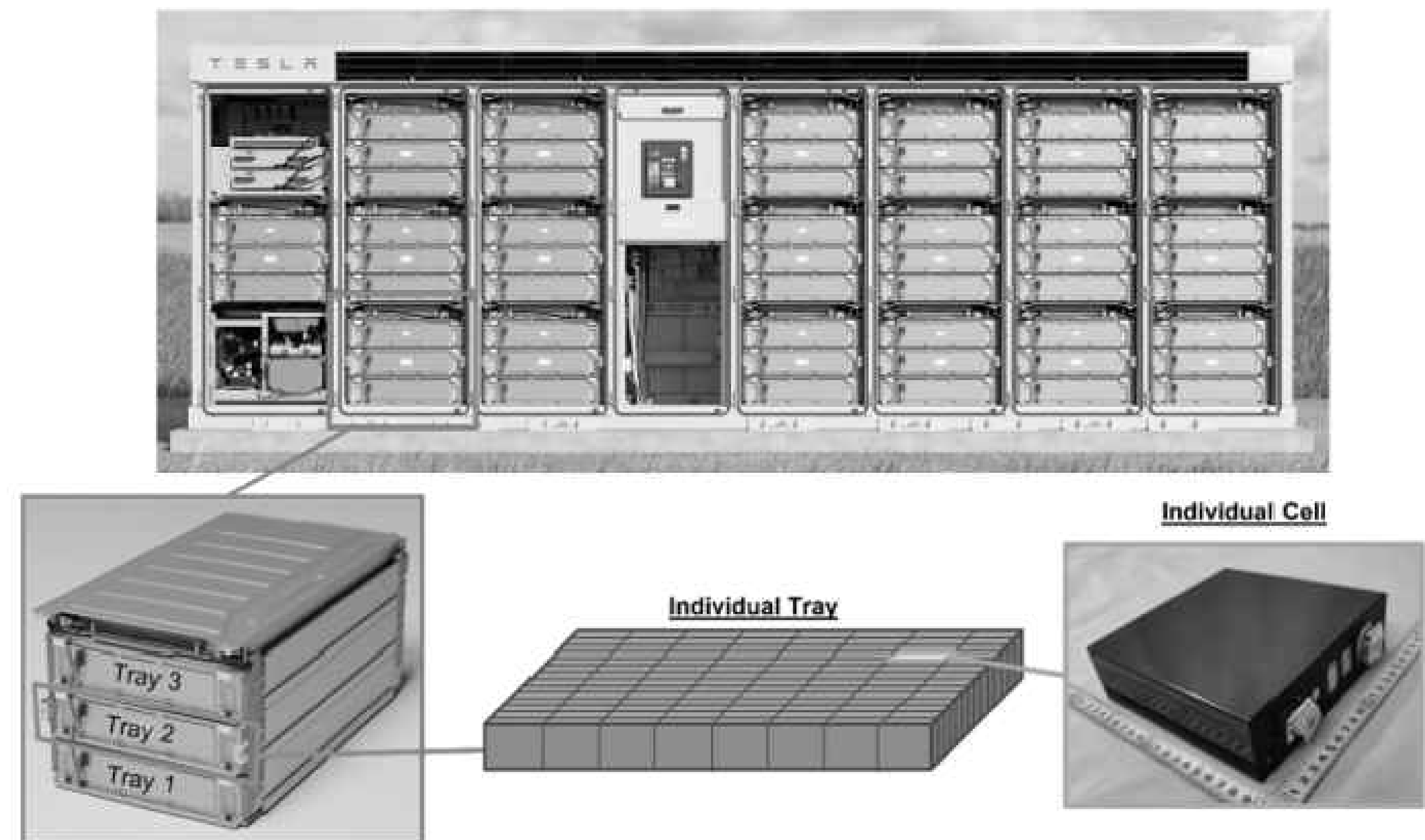
BENCHMARK:
5S6508NW001 - 3" DIAM. BRASS CAP IN CENTER OF CONC.
HEADWALL FOR CREEK ON THE SOUTH SIDE OF
E. QUINCY AVE. 100 FT. +/- EAST OF SEC. COR. FOR
HARVEST RD. (1 MILE E. OF GUN CLUB RD.) ALSO BEING AT
THE N.E. COR. OF A BARBWIWE FENCE. ELEV.
CHECKED 9-6-89. ELEVATION: 5777.82

DR. KJK CH. CBS
P.M. CBS
JOB 22002634
SHEET 06 OF 10
SHEET NO.
U06

CAN FILE: 22002634=CD=LIGHTING PLAN DWG

LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION - FILING NO. 1
USE BY SPECIAL REVIEW

SITUATED IN THE NORTHEAST QUARTER OF SECTION 7
TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF ARAPAHOE, STATE OF COLORADO



Now what's **below**.
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THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE OWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE BEGINNING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE SUSTAINED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE
SOLE RESPONSIBILITY OF THE
TRACTOR; NEITHER THE OWNER
OR THE ENGINEER SHALL BE
EXPECTED TO ASSUME ANY
RESPONSIBILITY FOR SAFETY OF
WORK, OF PERSONS ENGAGED
THE WORK, OF ANY NEARBY
STRUCTURES, OR OF ANY OTHER
PERSONS.



1780 HUGHES LANDIN
SUITE 675
THE WOODLANDS, TX
(832) 585-123
STEVE LADELFA

FRONT RANGE ENERGY STORAGE, LLC
Y ENVIRONMENTAL PROTECTION CLEANUP
ST FUND SUBDIVISION – FILING NO. 1
ARAPAHOE COUNTY, COLORADO
USE BY SPECIAL REVIEW
ARCHITECTURAL RENDERINGS

02/16/2023

APPROVAL SET
10/17/2025 - CBS

REVISIONS

40824
10/17/25



KJK	CH.	CBS
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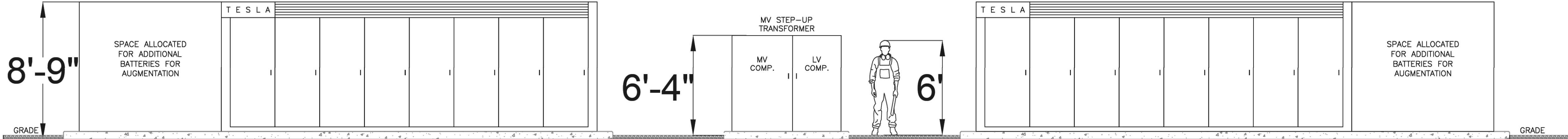
LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION - FILING NO. 1

USE BY SPECIAL REVIEW

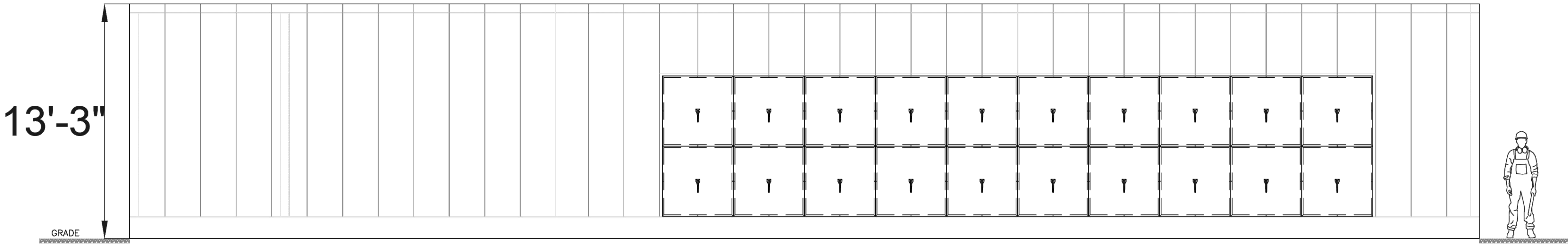
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TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN

COUNTY OF ARAPAHOE, STATE OF COLORADO



1 BATTERY ENCLOSURE AND MV STEP UP TRANSFORMER



2 SWITCHGEAR AND CONTROL ENCLOSURE



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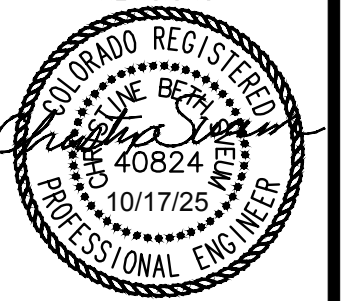
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ATWELL
866.850.4200 www.atwell.com
6200 SOUTH SYRACUSE WAY, SUITE 125
GREENWOOD VILLAGE, CO 80111

DEVELOPER	1780 HUGHES LANDING BLVD SUITE 675 THE WOODLANDS, TX 77380 (832) 585-1238
STEVE LADELA	

CLIENT	FRONT RANGE ENERGY STORAGE, LLC LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION - FILING NO. 1 ARAPAHOE COUNTY, COLORADO USE BY SPECIAL REVIEW
DATE	02/16/2023
APPROVAL SET	10/17/2025 - CBS
REVISIONS	



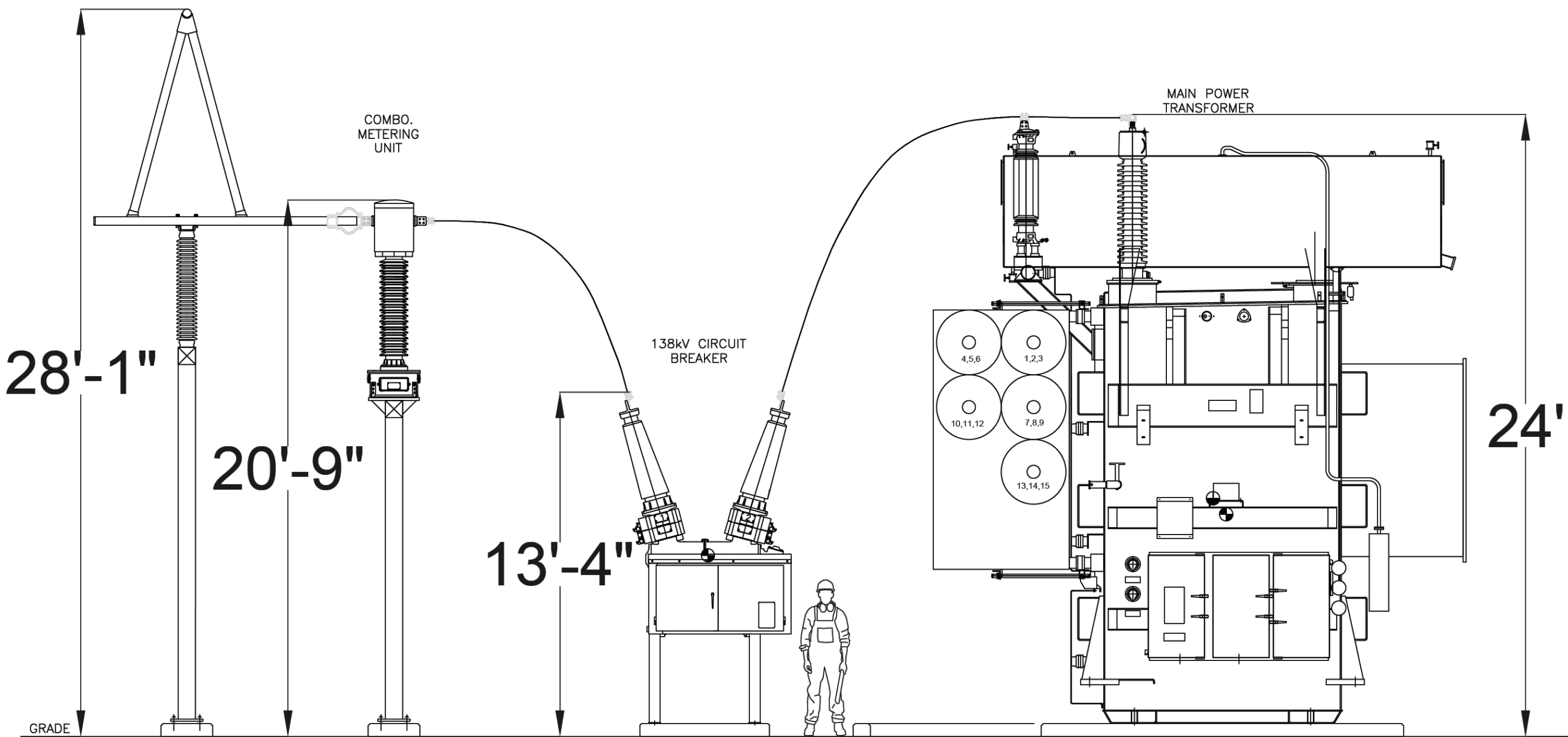
PROFESSIONAL ENGINEER
40824
10/17/25

DR. KJK	CH. CBS
P.M. CBS	
JOB 22002634	
SHEET OF 10	
SHEET NO.	S01

CAD FILE: 22002634-USR-PLACEHOLDER SHEETS (BY OTHERS).DWG

LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION - FILING NO. 1
USE BY SPECIAL REVIEW

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COUNTY OF ARAPAHOE, STATE OF COLORADO



3 BESS POI SUBSTATION

ARAPAHOE COUNTY CASE NO. UASI23-001



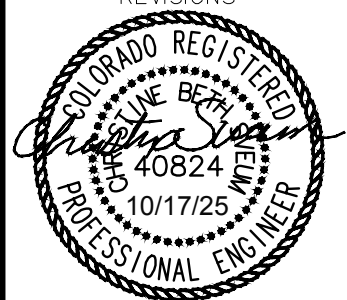
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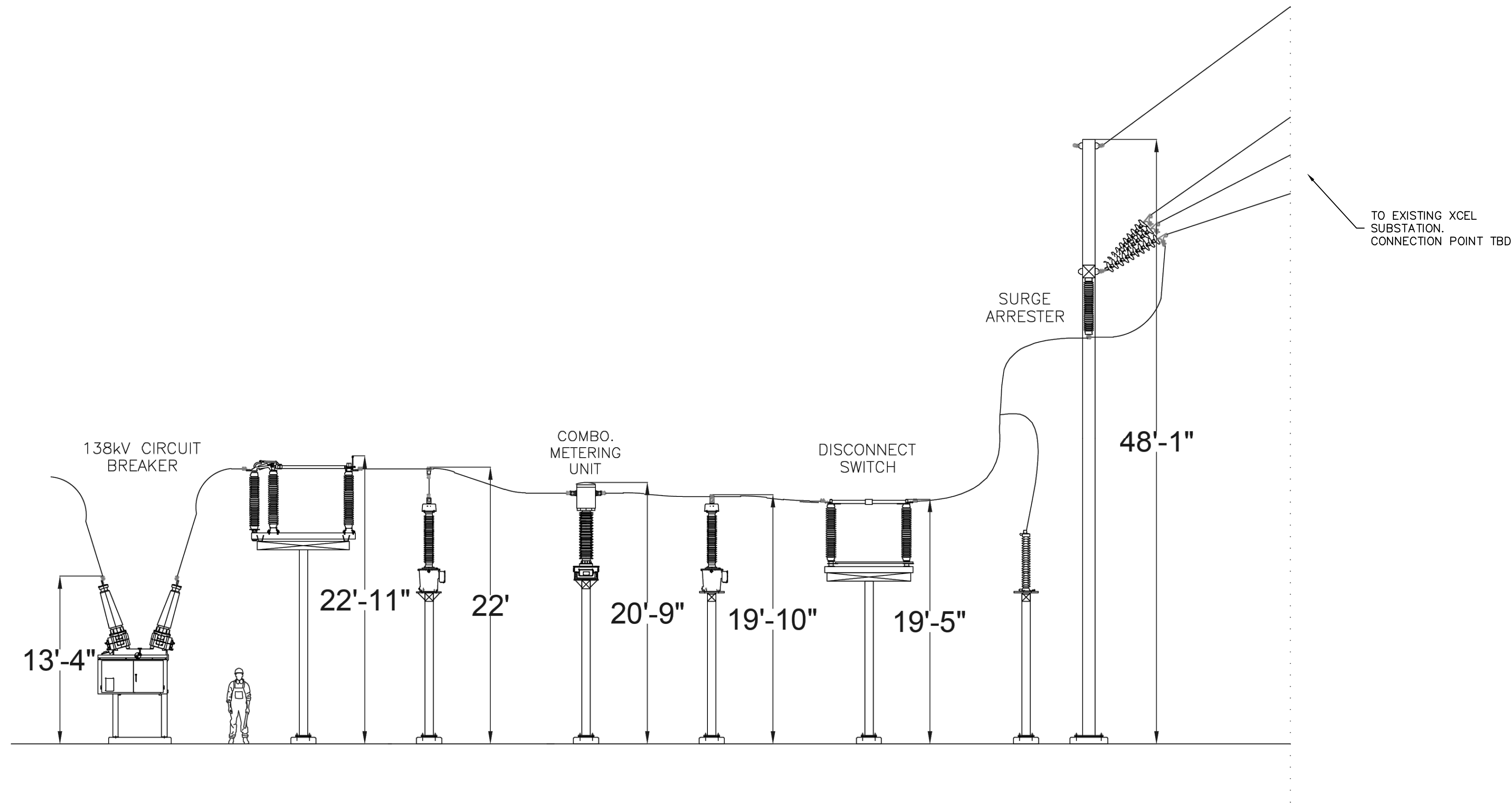
CLIENT	DEVELOPER
	FRONT RANGE ENERGY STORAGE, LLC 1780 HUGHES LANDING BLVD SUITE 675 THE WOODLANDS, TX 77380 (832) 585-1238 STEVE LADELA
DATE	02/16/2023
APPROVAL SET	10/17/2025 - CBS
REVISIONS	
	
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CH.	CBS
P.M.	CBS
JOB	22002634
SHEET	OF 10
SHEET NO.	S02

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LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION - FILING NO. 1
USE BY SPECIAL REVIEW

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COUNTY OF ARAPAHOE, STATE OF COLORADO

NOTE: LAYOUT SUBJECT TO CHANGE BASED ON
FINAL UTILITY DESIGN. EQUIPMENT HEIGHTS
ESTIMATED BASED ON MAXIMUM TYPICAL SIZES



4 ON-SITE "SUBSTATION" EQUIPMENT, NECESSARY TO CONNECT
TO NEIGHBORING TRANSMISSION-SCALE SUBSTATION.

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CLIENT	FRONT RANGE ENERGY STORAGE, LLC LOWRY ENVIRONMENTAL PROTECTION CLEANUP TRUST FUND SUBDIVISION - FILING NO. 1 ARAPAHOE COUNTY, COLORADO USE BY SPECIAL REVIEW
DATE	02/16/2023
APPROVAL SET	10/17/2025 - CBS
REVISIONS	
DR.	KJK
CH.	CBS
P.M.	CBS
JOB	22002634
SHEET	OF 10
SHEET NO.	S03

PROFESSIONAL ENGINEER
10/17/25
40824

CAD FILE: 22002634-USR-PLACEHOLDER SHEETS (BY OTHERS).DWG

RESOLUTION NO. 25-124

It was moved by Commissioner Campbell and duly seconded by Commissioner Warren-Gully to adopt the following Resolution:

WHEREAS, an application has been made by Front Range Energy Storage, LLC (applicant) on behalf of the property owner, Lowry Environmental Protection Cleanup Trust Fund, for a Use by Special Review/1041 Major Amendment, Case No. UASI23-001, for certain property hereinafter described to-wit:

A parcel of land in the northeast quarter of Section 7, Township 5 South, Range 65 West of the 6th P.M., County of Arapahoe, State of Colorado.

and

WHEREAS, after public hearing on this matter, the Arapahoe County Planning Commission recommended that the application be approved subject to certain recommended conditions of approval; and

WHEREAS, following said Planning Commission hearing, public notice of hearing before the Board of County Commissioners for Arapahoe County, Colorado (“the Board”) was made for a hearing on such proposed Use by Special Review/1041 by publication on April 24, 2025 in The Centennial Citizen, The Englewood Herald, and The Littleton Independent, newspapers of general circulation within Arapahoe County, by posting of said property, and by mail notification of adjacent property owners in accordance with the Arapahoe County Land Development Code; and

WHEREAS, pursuant to applicable law and the Arapahoe County Land Development Code, a public hearing was held as noticed before the Board at the Arapahoe County Administration Building, 5334 S. Prince St., Littleton, Colorado on the 13th day of May 2025 at 9:30 A.M., at which time evidence and testimony were presented to the Board concerning said Use by Special Review amendment request: and

WHEREAS, pursuant to the authority vested unto the Board by Article 28 of Title 30 and Article 20 of Title 29, C.R.S. as amended, the Board has concluded that the public health, safety, convenience, and general welfare, as well as, good zoning practice, justifies granting the request to amend the Use by Special Review/1041 for the above-described property, subject to the conditions precedent and/or stipulations as hereinafter delineated.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County as follows:

1. The Board of County Commissioners for Arapahoe County hereby grants and approves the application for Use by Special Review/1041, Case No. UASI23-001, Lowry Environmental Protection Cleanup Trust Fund Subdivision Filing No. 1 – Use by Special Review/1041 Major Amendment for the property described in this Resolution, subject to the stipulations and / or conditions precedent as hereinafter delineated.
2. Approval of this Use by Special Review is based upon the following understandings, agreements, and/or representations:
 - a) The applicant’s assent and / or agreement to make all modifications to the final version of the documents that are necessary to conform the documents to the form and content requirements of the County in existence at the time the documents are submitted for signature.

- b) The representations, statements, and positions contained in the record that were made by or attributed to the applicant and its representatives, including all such statements contained in materials submitted to the Board by the applicant and County staff.
3. Approval of this Use by Special Review/1041 shall be and is subject to the following stipulations and/or conditions precedent, which the applicant has accepted and which the applicant is also deemed to accept by preparing a mylar for signature by the Chair of the Arapahoe County Board of County Commissioners within sixty (60) days of this date and by continuing with the development of the property:
- a) The applicant's compliance with the stipulations of the Arapahoe County Planning Commission as set forth in the record of its proceedings, except as modified in this Resolution.
 - b) The applicant's compliance with all conditions of approval recommended by the staff case managers in the written staff reports presented to the Board and any conditions stated by staff on the record.
 - c) The applicant's compliance with all additional conditions of approval stated by the Board, including:
 - 1. Prior to the signature of the final copy of these plans, the applicant must address Public Works and Development staff's comments and concerns.
 - 2. Prior to the signature of the final copy of these plans, the applicant shall provide an avigation and hazard easement.
 - 3. If site disturbance is to occur between February 15 and August 31, a nesting raptor study shall be conducted. If an active raptor nest is observed, appropriate buffers should be maintained until the young are no longer dependent on the nest. Contact the Colorado Parks and Wildlife (303) 291-7227 and Arapahoe County Planning Division if raptors are present.
 - 4. If there are prairie dogs present on the subject site when earthmoving occurs between March 15th and August 31st, a burrowing owl survey shall be conducted. Contact the Colorado Parks and Wildlife (303) 291-7227 and Arapahoe County Planning Division if burrowing owls are present.
 - 5. The Decommissioning Plan Agreement shall be signed and bonded before the issuance of a Certificate of Completion by the County. The Decommissioning Plan cost estimate shall be reviewed every five years by the Planning and Building Divisions commencing from the year of the issuance of the Certificate of Completion. This cost estimate shall be submitted by December 31st every five years.
 - 6. The Minor Subdivision Plat shall be approved and recorded before the signing of the final copy of the Use by Special Review final plans.
 - 7. The applicant shall make a one-time payment to the County of \$50,000.00 for the purchase and installation of landscaping for a buffer at the Arapahoe

County Fairgrounds. This payment shall be made at the time of issuance of the first building permit for the installation of foundations or vertical improvements on the subject property. The amount of the one-time payment shall be adjusted upward for inflation annually following the date of approval of Case No. UASI23-001 – Lowry Environmental Protection Cleanup Trust Fund Subdivision Filing No. 1 – Use by Special Review/1041, until paid by an amount equal to the annual cost of living increase from the Denver-Aurora-Lakewood consumer price index, cost of living.

- d) The applicant's performance of all commitments and promises made by the applicant or its representatives and stated to The Board on the record or contained within the materials submitted to The Board.
- 4. Upon the applicant's completion of any and all changes to the revised Use by Special Review mylar as may be required by this Resolution, the Chair of the Board of County Commissioners is hereby authorized to sign same.
- 5. That the Zoning Map of Arapahoe County shall be and the same is hereby amended to conform to and reflect said change.
- 6. County planning, engineering, and legal staff are authorized to make any changes to the mylar form of the approved document as may be needed to conform the documents to the form and content requirements of the County in existence at the time the documents are submitted for signature, and to make such other changes that are expressly stated by staff before The Board, or are recommended by staff in the written staff reports, or are referred to by the movant Commissioner. No other deviation or variance from the form and content of the documents submitted for The Board's consideration are approved except to the extent stated in this Resolution.
- 7. The County Attorney, with the concurrence of the planning and / or engineering case managers, is authorized to make appropriate modifications to the Resolution and plan documents as needed to accurately reflect the matters presented to The Board and to record and clarify, as necessary, other aspects and ramifications of The Board's action.

The vote was:

Commissioner Baker, Yes; Commissioner Campbell, Yes; Commissioner Fields, Yes; Commissioner Summey, Absent and Excused; Commissioner Warren-Gully, Yes.

The Chair declared the motion carried and so ordered.

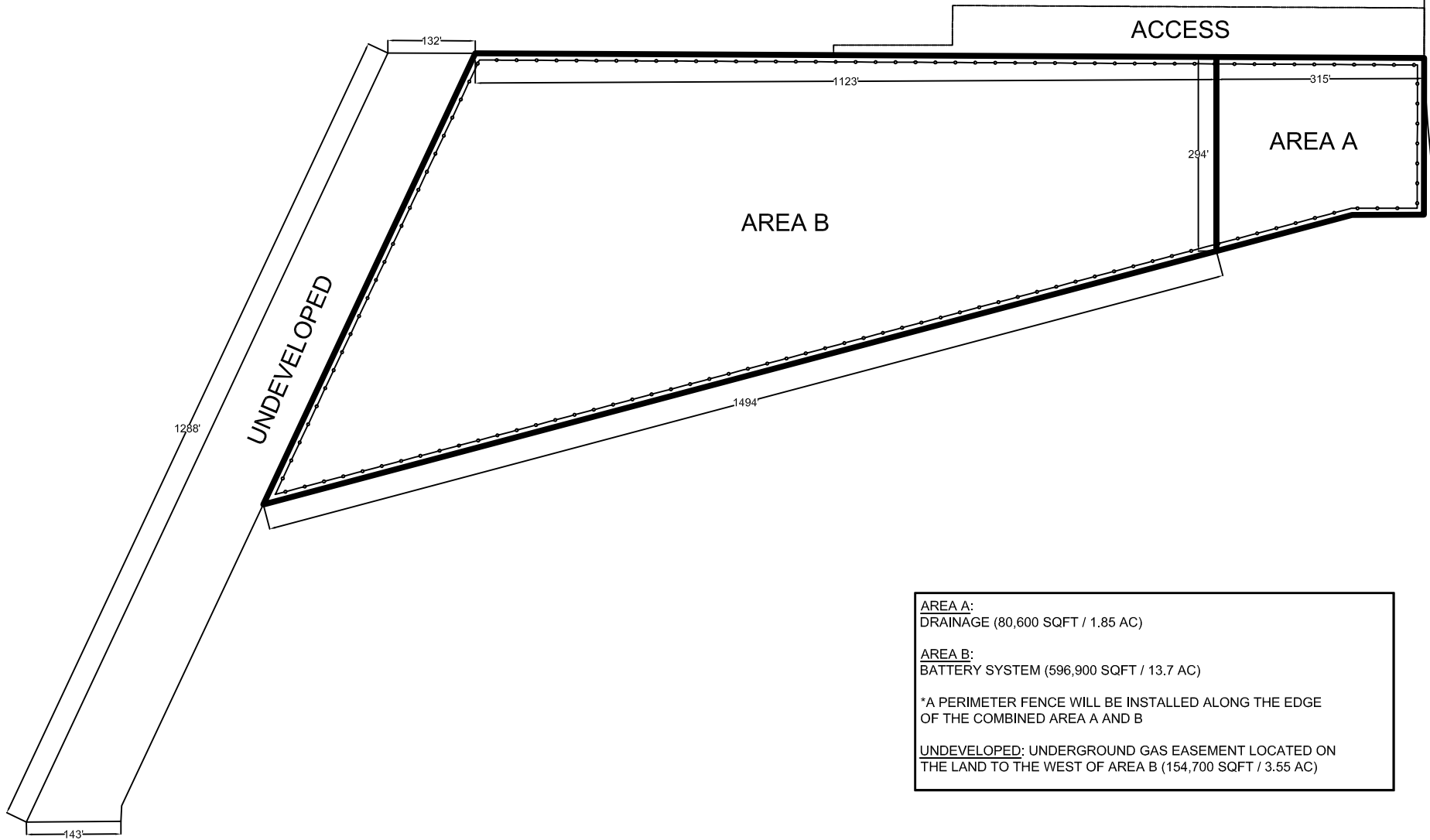
Attachment D

BESS Development Area Diagram



ATTACHMENT D

S. HARVEST ROAD



AREA A:
DRAINAGE (80,600 SQFT / 1.85 AC)

AREA B:
BATTERY SYSTEM (596,900 SQFT / 13.7 AC)

*A PERIMETER FENCE WILL BE INSTALLED ALONG THE EDGE
OF THE COMBINED AREA A AND B

UNDEVELOPED: UNDERGROUND GAS EASEMENT LOCATED ON
THE LAND TO THE WEST OF AREA B (154,700 SQFT / 3.55 AC)

NO.	DATE	REVISION	DR	BY	

DRAWN BY: P. KRS	DATE: 6/9/25
DRAWING NO.:	
PROJECT NO.:	
REVISION NO.:	