

SUBJECT: 1303 EMPIRE ROAD

- i. **RESOLUTION NO. 11, SERIES 2024 – A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT, SPECIAL REVIEW USE, AND ANNEXATION AGREEMENT AMENDMENT TO ALLOW DEVELOPMENT OF A DISTILLERY, TASTING ROOM, AND EVENT SPACE AT 1303 EMPIRE ROAD**
- ii. **ORDINANCE NO. 1869, SERIES 2024 – AN ORDINANCE APPROVING THE VACATION OF THREE EASEMENTS LOCATED ON LOT 1 DEDICATED BY THE EMPIRE ROAD SUBDIVISION (1303 EMPIRE ROAD) – 2ND READING – PUBLIC HEARING (advertised *Daily Camera* 2/25/24)**

DATE: MARCH 5, 2024

**PRESENTED BY: AMELIA BRACKETT HOGSTAD, SENIOR PLANNER
COMMUNITY DEVELOPMENT**

LOCATION:



SUMMARY

The applicant requests approval of a Planned Unit Development (PUD), Special Review Use (SRU), Plat, Easement Vacation, and Annexation Agreement Amendment to allow the development of a distillery, tasting room and event space and associated site improvements at 1303 Empire Road.

Staff recommends approval of the request.

BACKGROUND:

The property is zoned Industrial and is located within the Empire Road subdivision, platted in 2005. The area was annexed into the City of Louisville from Boulder County in 1986 under the Trousil Annexation Agreement along with the property zoned Industrial to the east on the north side of Empire Road. At that time, the properties were zoned Light Industrial with the County. There is an existing building on the subject property that was built in 1982, prior to annexation. Today, directly east of the property, there is private property zoned Industrial and currently used as a storage facility. Further east, there is a City-owned property colloquially referred to as the old City Shops (leased by Avid4Adventure) and a water treatment plant.

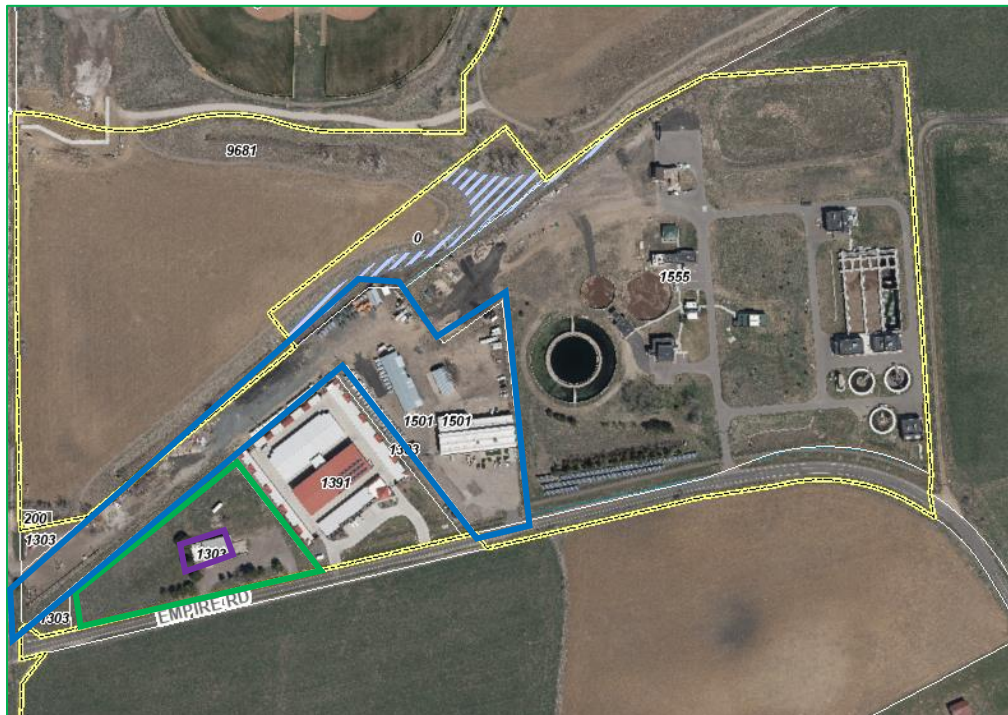


Figure 1. Aerial view of subject property, surrounding Industrial properties, and water treatment plant along Empire Road. City boundaries in yellow and old City Shops property in blue. Subject property in green. Existing building from 1982 in purple.

PROPOSAL:

The applicant requests approval of a PUD, SRU, Plat, Easement Vacation, and Annexation Agreement Amendment to allow construction of a distillery, tasting room, and event space and associated site improvements. The existing building on the property would be demolished to allow this development. The requests allow the proposed development through the following means:

- The **PUD** establishes zoning for the development and compliance with the Industrial Development Design Standards and Guidelines (IDDSG) and the Louisville Municipal Code (LMC), including requested waivers described later in this section.
- The **SRU** allows the tasting room and event space use, which require an SRU in the Industrial Zone District.
- The **Plat** establishes new easements, but does not affect the existing property lines.
- The **Easement Vacation** alters existing easements to allow for the updated easements as shown on the proposed Plat. Note that City Council approves easement vacations by ordinance.
- The **Annexation Agreement Amendment** removes the No Building Zone from the Annexation Agreement upon issuance of a Certificate of Occupancy for the PUD, with a similar, new no-build area established through the PUD. Currently, the Annexation Agreement includes a No Building Zone that precludes improvements west of the 1982 building, which would prevent development of this PUD.

The combined **PUD** and **SRU** proposes redevelopment of the entire property and maintains existing site access off Empire Road. It includes landscaping, an orchard, trail improvements, bicycle parking, automobile parking, indoor event and tasting room space, outdoor event and tasting room space, distillery manufacturing and warehousing, and a proposed landmarked building.

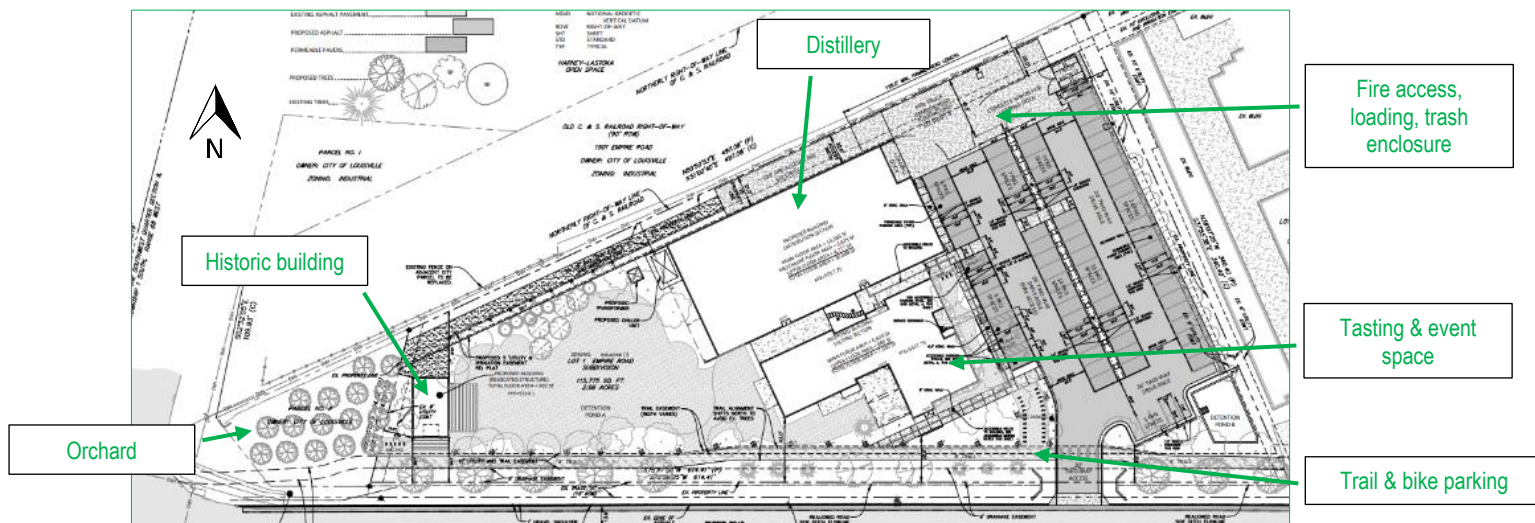


Figure 2. Site plan.

The landscape plan includes seven existing trees and additional plantings of shade and ornamental trees along the south side of the property abutting Empire Road. It includes smaller ornamental trees along the interior lot line abutting a neighboring industrial property to the east, and clustered plantings of trees and shrubs surrounding Detention Pond A in the center west of the property. The applicant is requesting landscape waivers from requirements pertaining to plantings interior to parking lots and to screening the northern portion of the main building, which are described below. The proposal also includes an orchard for the distillery use, which would be planted on City property to the west of the subject property. Staff supports use of this City-owned parcel for an orchard contingent on a maintenance agreement pertaining to care of the orchard between the City and the applicant. Maintenance details for the orchard are included in a Maintenance and License Agreement (Attachment 8) drafted by Parks and Open Space staff.

Automobile, ADA, bike, and EV parking for all uses is provided on site as required per zoning, and bike parking is accessible directly from the trail along the south side of the property. In addition, the applicant is pursuing a shared parking option with Avid4Adventure on the City Shops property to accommodate overflow parking for large events in tandem with this application beyond what is required to park the site per the LMC.

The south portion of the main building, labeled “Tasting Section” on the site plan, includes the tasting room, event space, and kitchen, and outdoor patio space oriented toward the large open space (“Detention Pond A”) to the west.

The north portion of the main building, labeled “Distribution Section,” includes a loading dock and loading area to the north of the parking lot. That area also includes trash and

recycling, a fire access lane, and space for turning around shuttles, fire trucks, and automobile circulation on the site.

On the western edge of the property, the proposal includes the use of a historic building positioned near the intersection of Highway 42 and Empire Road for maximum public visibility. The building would serve as a special event structure and is currently undergoing a separate process with the City for assessing, landmarking, moving, and rehabilitating the structure.

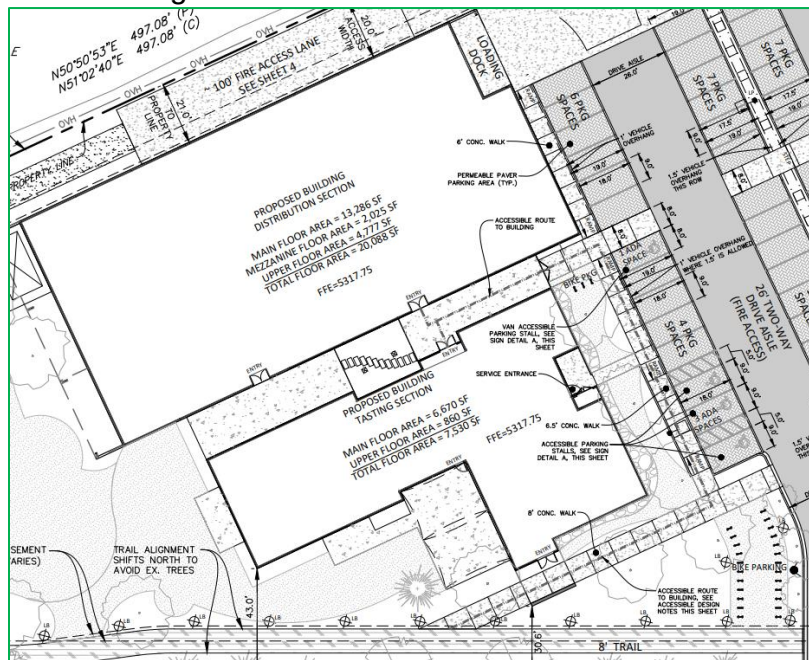


Figure 3. Site plan detailed view of main building.

The proposed **Plat** and **Easement Vacation** reduce the size of the existing drainage easement, amend the existing Utility and Irrigation Easement, and remove reference to the No Building Zone.

Finally, the proposed **Annexation Agreement Amendment** (see Attachment 5) would remove the existing No Building Zone recorded on the Annexation Agreement from 1986 upon issuance of a Certificate of Occupancy for the development. In addition, an amended No Building Zone would be recorded in the PUD and would allow landmarked structures and other specified improvements in the area. The removal of the No Building Zone could allow development anywhere on the property through a PUD Amendment process, but would remove the requirement to amend the Annexation Agreement for future development.

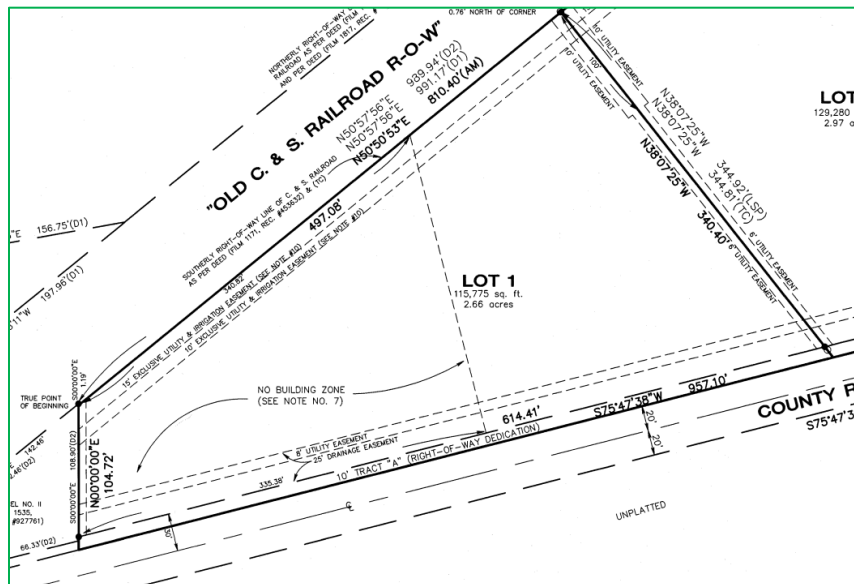


Figure 4. Existing plat referencing No Building Zone. The proposal removes the No Building Zone from the Annexation Agreement after development of the Ironton PUD and places the requirement in the PUD only.

The proposal includes the following waivers:

- **Waiver 1:** A waiver to Sign Code 4.8, allowing use of commercial standard for mural and eliminating standard 4.8.3 to allow murals on the south, north, and west elevations.
- **Waiver 2:** A waiver to IDDSG 1.2.A, adjusting the rear yard setback from 25' to 20' to match the irrigation easement.
- **Waiver 3:** A waiver to IDDSG 1.2.A, adjusting the west side yard interior setback from 25' to 10' to accommodate a historic building.
- **Waiver 4:** A waiver to IDDSG 2.2.1.R, eliminating the standard for landscaped islands at the end of parking rows
- **Waiver 5:** A waiver to IDDSG 5.4.C, eliminating the standard for loading dock screening
- **Waiver 6:** A waiver to IDDSG 5.4.D, eliminating the standard for planting adjacent to 50% of building façade.

ANALYSIS:

Planned Unit Development

The PUD is regulated by the IDDSG and Chapters 17.20 and 17.28 of the LMC.

IDDSG: 1. Site Planning

The application complies with the standards of this section, including all minimum setbacks and building and site orientation standards, with the exception of waiver requests 2 and 3, discussed below. The proposal meets the standards for site grading and drainage in the IDDSG, and has been reviewed and accepted by Public Works and Parks.

IDDSG: 2. Vehicular Circulation and Parking

The drive aisles can accommodate access for fire and service needs on the property, and has been reviewed and accepted by the Louisville Fire Department.

Due to the non-industrial use, staff referred to Section 17.20 of the LMC (Off-Street Parking and Loading) to review parking as discussed below.

IDDSG: 3. Pedestrian and Bicycle Circulation

The proposal includes a pedestrian and bike trail along the south edge of the property adjacent to Empire Road, which connects with bike parking that totals 30 bike parking spaces (where nine are required) and a sidewalk path to the building entrance. The four ADA parking spaces are adjacent to the building entrance.

IDDSG: 4. Architectural Design

The architectural design includes articulation and material variation to IDDSG standards and includes distinguishing the main entrance of the building from side and employee entrances. The building meets height regulations with a proposed height of 30'6" where 40' is the maximum.

IDDSG: 5. Landscape Design

The application complies with standards in the IDDSG for perimeter landscaping and minimum landscape coverage. The applicant is requesting waivers pertaining to the loading dock screening, plantings adjacent to buildings, and landscape islands at the end of parking rows. Staff analysis of waiver requests is included below.

IDDSG: 6. Screen Walls and Fences

The application provides screening for trash enclosures and proposes to replace the fencing along the northern property line.

IDDSG: 8. Exterior Site Lighting

Staff finds the application complies with the IDDSG for the lighting design. The application includes wall mounted and pole mounted full cut-off parking and building light fixtures that will be controlled by a timer tied to business hours as noted on the PUD.

Parking: Compliance with Section 17.20 of the LMC

The proposed use includes a tasting room and event space, which are Special Review Uses in the Industrial Zone District, and a distillery. IDDSG parking standards include parking for office, research and development, manufacturing, warehouse, and showroom space, but do not include ratios for other types of uses. Therefore, staff relied on the citywide parking standards in Section 17.20 of the LMC to evaluate parking.

Staff evaluated parking for three uses on site: **distillery, tasting room, and event space**, each of which is described below.

For the **distillery**, LMC Section 17.20.020.G1 reads, *For a storage warehouse, manufacturing establishment...two spaces per three employees*. The applicant provided a plan for employees of the distillery space as described in the Project Narrative (Attachment 2), which provided for 8 employees who would be onsite 9 a.m. – 5 p.m., Monday through Friday. No employees for the distillery space would be onsite on weekends. These employment plans were based on the applicant's current distillery located in Denver, which has been in operation for five years.

Distillery parking spaces required: 6 (2 spots for every 3 employees)

Distillery parking spaces provided: 6

For the **tasting room**, Section 17.20.020.F5 reads, *For an eating or drinking establishment, one space per three seats*.

Tasting room parking spaces required: 33

Tasting room parking spaces provided: 33

For the **event space**, staff finds that there is no parking standard that clearly specifies a ratio for the proposed use in Section 17.20 or in the IDDSG. In such cases, Section 17.20.020.H enables staff and Planning Commission to determine appropriate parking standards under the following language: *For uses not specified, the number of required parking spaces shall be specified by the director of planning of the city with consent of the planning commission, based upon usage, square footage and other criteria as set forth in this chapter*. Staff evaluated the event space parking with reference to the restaurant standards in the Minimum Parking Ratios of the Commercial Development Design Standards and Guidelines, which establishes a minimum parking ratio of 15 spaces per 1000 square feet. Staff finds that this standard would provide adequate parking for a distillery-based event space, while allowing flexibility for a range of seating options and layouts that change based on events.

Tasting room parking spaces per 15 space / 1000 sf: 43

Tasting room parking spaces provided: 43

In summary:

- Number of onsite parking spaces required: 82
- Total number of spaces provided: 82

Staff finds that the total number of spaces provided is adequate to serve the proposed use of the subject property.

Compliance with Section 17.28.120

In addition to compliance with the IDDSG, Section 17.28.120 of the LMC lists 28 criteria for PUDs that must be satisfied or found not applicable in order to approve a PUD. Analysis and staff's finding on each criterion is provided in the attached appendix.

Waiver Compliance with 17.28.110

Section 17.28.110 of the LMC sets forth the PUD waiver process and criteria. The application includes the waiver requests enumerated below. Staff finds each of the waiver requests meet the spirit and intent of the PUD criteria in Section. 17.28.120.

- **Waiver 1:** A waiver to Sign Code 4.8, allowing use of commercial standard for mural and eliminating standard 4.8.3 to allow murals on the south, north, and west elevations.

Staff finds that this waiver would provide an amenity to public users of the open space to the north of the property and to users of the site via the presence of large-scale murals to add variety and visual interest to the building facades. While the Louisville Sign Code does not allow murals in industrial areas, staff finds that the unique location and use of the property are distinctly different from a standard industrial use or location elsewhere in the City, and more similar to a commercial use and location, making a mural appropriate for this property. Murals are subject to regulation and require permits, and were this waiver approved the applicant would be required to apply for a permit and would be subject to the standards for murals in commercial areas, as noted on the PUD.

- **Waiver 2:** A waiver to IDDSG 1.2.A, adjusting the rear yard setback from 25' to 20' to match the irrigation easement.

Staff finds that this waiver would accommodate the positioning of the warehouse building farther back away from the road and open space interior to the site. In addition, staff finds that it would not result in a negative impact on adjacent property given the low impact of the distillery use in terms of smells, sounds, and vehicular traffic, as well as the use of the adjacent property to the north/rear as City-owned wastewater treatment property.

- **Waiver 3:** A waiver to IDDSG 1.2.A, adjusting the west side yard interior setback from 25' to 10' to accommodate a historic building.

Staff finds that this waiver would allow a more prominent position of a historic building, enabling public visual access to the structure from the intersection of Pine Street/Empire Road and Highway 42. In addition, staff finds that the impact of the structure would be negligible on the adjacent city-owned property given the low impact of the proposed use of the structure in terms of smells, sounds, and vehicular traffic.

- **Waiver 4:** A waiver to IDDSG 2.2.1.R, eliminating the standard for landscaped islands at the end of parking rows

Staff finds that this waiver would allow for a smaller parking lot footprint on the overall site and enhanced vehicular circulation, especially between the parking area and the loading dock area. Staff also finds that the impact of eliminating landscape islands at

the end of the parking rows would be limited, given the relatively small size of the parking lot and the presence of landscape screening around its perimeter.

- **Waiver 5:** A waiver to IDDSG 5.4.C, eliminating the standard for loading dock screening

Staff finds that this waiver would allow for continuous vehicular circulation between the parking lot, loading dock area, and fire access lane. In addition, staff finds that removing the requirement would have a minimal impact on users of the site, given that the loading dock is located at the farthest corner of the building away from public entrance areas.

- **Waiver 6:** A waiver to IDDSG 5.4.D, eliminating the standard for planting adjacent to 50% of building façade.

Staff finds that this waiver would accommodate the required fire access lane on the north side of the property, while allowing the bulk of the distillery building to be positioned farther back away from the road and the open space interior to the site. Staff also finds that the negative impact on adjacent property to the north/rear would be minimal given the property's use as part of the City-owned wastewater treatment plant.

Special Review Use (SRU) for Indoor Eating & Drinking Establishment

This application includes a request for an Indoor Eating and Drinking Establishment, which is an SRU in the Industrial Zone District.

Section 17.40.100 (A) of the LMC lists the five criteria to be considered:

1. *That the proposed use/development is consistent in all respects with the spirit and intent of the comprehensive plan and of this chapter, and that it would not be contrary to the general welfare and economic prosperity of the city or the immediate neighborhood;*

The proposed use is consistent with the spirit and intent of the Comprehensive Plan. It promotes the economic prosperity of the City and the immediate neighborhood by bringing a small business to Louisville and locating it near what the Comprehensive Plan identifies as Urban Center. **Staff finds the proposal meets this criterion.**



Figure 5. Comprehensive Plan Framework showing subject property in dark gray east of Highway 42 (green line bisecting the map), with the dark orange of the "urban center" across the highway.

- 2. That such use/development will lend economic stability, compatible with the character of any surrounding established areas;*

The proposed use and development will improve the economic stability in the city and improves the character of the surrounding established areas. The design of the site is compatible with industrial to the east, Open Space to the north and south, and commercial to the west. It provides a neighborhood amenity for those visiting downtown Louisville, as well as for the city as a whole. **Staff finds the proposal meets this criterion.**

- 3. That the use/development is adequate for the internal efficiency of the proposal, considering the functions of residents, recreation, public access, safety and such factors including storm drainage facilities, sewage and water facilities, grades, dust control and such other factors directly related to public health and convenience;*

Staff finds that the use and development is appropriately designed when considering access and safety. The development maintains existing access points and improves pedestrian and bicycle amenities on the property. **Staff finds the proposal meets this criterion.**

- 4. That external effects of the proposal are controlled, considering compatibility of land use; movement or congestion of traffic; services, including arrangement of signs and lighting devices as to prevent the occurrence of nuisances; landscaping and other similar features to prevent the littering or accumulation of trash, together with other factors deemed to affect public health, welfare, safety and convenience;*

The development plans provide adequate controls on the external effects through site layout, appropriately designed lighting, and landscaping. The site plan provides appropriate vehicular/pedestrian circulation. The development of the site improves the current state of the property by adding landscaping and a bike path, and utilizing a site that is currently vacant. **Staff finds the proposal meets this criterion.**

- 5. That an adequate amount and proper location of pedestrian walks, malls and landscaped spaces to prevent pedestrian use of vehicular ways and parking spaces and to separate pedestrian walks, malls and public transportation loading places from general vehicular circulation facilities.*

This development provides adequate and proper location of walks and landscaped spaces to provide for safe circulation. It improves pedestrian and bike access from downtown Louisville to the site via a bike path along the south edge of the property. Parking onsite meets the needs of the proposed use, and overflow parking for the event

space is provided via a Shared Parking Agreement. **Staff finds the proposal meets this criterion.**

Plat & Easement Vacation

The Plat is subject to the following standards in Section 16.12.075 of the LMC. The Amendment affects easements and notes on the existing Plat, but does not alter any property lines or create any subdivisions.

1. *Whether the plat conforms to all of the requirements of this title;*
 - The application conforms in all respects to the requirements of Title 16 of the LMC.
2. *Whether approval of the plat will be consistent with the city's comprehensive plan, applicable zoning requirements, and other applicable federal, state and city laws;*
 - Staff finds this application is consistent with the City's Comprehensive Plan and existing zoning because it facilitates the redevelopment of an underutilized site adjacent to an Urban Center.
3. *Whether the proposed subdivision will promote the purposes set forth in section 16.04.020 of this Code and comply with the standards set forth in chapter 16.16 of this Code and this title.*
 - The Final Plat promotes the purposes set forth in the LMC, including the assurance that public services are available, that character and economic stability of the city is protected, that there is safe and efficient circulation of traffic, pedestrians and bikeways, and provides appropriate regulation of the use of land in the city.

The easements to be vacated, which include drainage, utility, maintenance, and irrigation easements, were dedicated in 2005 as part of the Empire Road Subdivision Plat. Louisville Public Works, Louisville Open Space, Boulder County Open Space, the City of Lafayette Open Space, and utility providers have reviewed the proposed easement vacations and have no objections as part of the development application.

Annexation Agreement Amendment

The **No Building Zone (NBZ)** was established in 1986 by the Annexation Agreement, which brought the subject property into the City. The NBZ was referenced on the Plat, as well, but the Plat did not establish the NBZ. The proposed Annexation Agreement Amendment would allow the removal of the NBZ upon an issuance of a Certificate of Occupancy (CO) for the PUD. In addition, the proposed Plat would remove reference to the NBZ. These changes would allow the development to proceed while ensuring that the NBZ remain if the PUD were not developed (due to change of use, et cetera). It would also create a more straightforward process for future changes to the property by removing the need to alter the Annexation Agreement Amendment.

To preserve the intent of the NBZ, the proposal transfers the NBZ from the Annexation Agreement Amendment to the PUD. It adds allowances for landmarked structures and other smaller, specified improvements in the NBZ. Any future requests to build within the NBZ would require a PUD Amendment process. The retention of an NBZ would allow the City to maintain the open aesthetic of the northeast corner of Highway 42 and Pine, and the transitional space from Agricultural land to the south and Open Space to the north, that currently exists and that is protected by an NBZ.

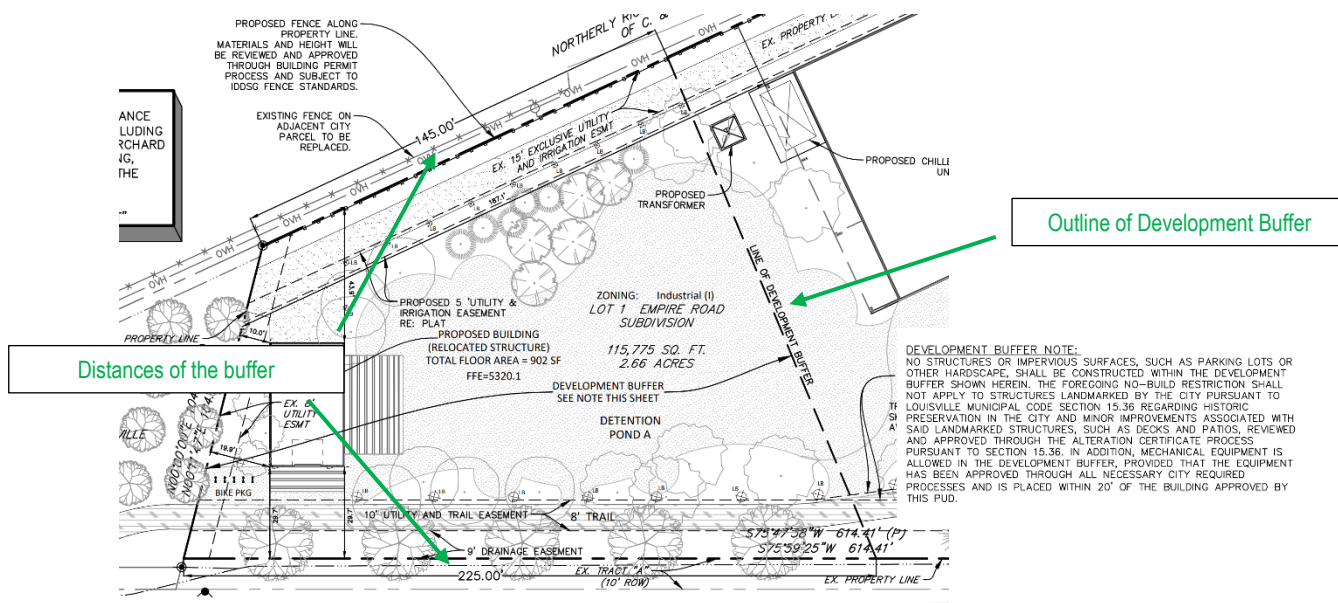


Figure 6. Proposed "Development Buffer" on PUD. The Development Buffer would maintain the intent of the existing No Build Area while allowing the proposed development. There is a note describing the Development Buffer (inset).

Summary of Analysis

Overall, staff finds that the application meets all relevant regulations and standards except where specific waivers are requested. Staff finds that the requested waivers enhance the design of the property and/or have a minimal impact on adjacent properties and users of the subject property.

PLANNING COMMISSION ACTION:

The Planning Commission held a [public hearing](#) on the application on December 14, 2024 and voted to recommend approval of the application with two conditions as drafted by staff, which were:

1. That the Annexation Agreement, and all references to it on the Plat and PUD, be amended to move the location of the development restriction on the property, outlined in Section 3 of the Agreement and referred to as the "No Building Zone" on the 2005 Plat, to accommodate the proposed main building of the Ironton PUD. The development restriction would remain to the west of the main building, with the exception that landmarked structures be allowed in the No Building Zone.

2. That the application undergo a third referral to address any remaining comments described in the Second Referral Response letter dated November 22, 2023 (Attachment 6).

The proposal before City Council maintains the effect of Planning Commission's first condition, but changes the method of preserving a buffer zone along Highway 42 from an annexation agreement to a PUD. The second condition has been satisfied since the Planning Commission hearing.

PUBLIC COMMENT:

Staff has not received any public comments as of the writing of this report.

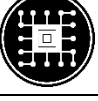
RECOMMENDATION:

Staff recommends approval of the request.

ATTACHMENTS:

1. Resolution No. 11, Series 2024 – Final PUD, SRU. Plat, and Annexation Agreement
2. Ordinance No. 1869, Series 2024 easement – vacation
3. PUD and SRU
4. Plat Amendment
5. Annexation Agreement Amendment
6. Application Narrative
7. Subdivision Agreement
8. License and Maintenance Agreement
9. Planning Commission Approval Resolution
10. Planning Commission Minutes
11. Presentation

STRATEGIC PLAN IMPACT:

☐		Financial Stewardship & Asset Management	☐		Reliable Core Services
☒		Vibrant Economic Climate	☐		Quality Programs & Amenities
☐		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☐		Collaborative Regional Partner

**RESOLUTION NO. 11
SERIES 2024**

**A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT, SPECIAL
REVIEW USE, PLAT, AND ANNEXATION AGREEMENT AMENDMENT TO ALLOW
DEVELOPMENT OF A DISTILLERY, TASTING ROOM, AND EVENT SPACE AT 1303
EMPIRE ROAD**

WHEREAS, there has been submitted to the City Council an application for a final planned unit development and special review use to allow development of a distillery, tasting room, and event space, a plat and easement vacation to amend existing easements, and an annexation agreement amendment to amend a no building zone at 1303 Empire Road;

WHEREAS, City staff has reviewed the information submitted and found that the application complies with the Louisville zoning regulations and other applicable sections of the Louisville Municipal Code; and

WHEREAS, the Planning Commission has considered the application at a duly noticed public hearing on December 14, 2023, where evidence and testimony were entered into the record.

WHEREAS, the City Council has considered the application at a duly noticed public hearing on March 5, 2024, where evidence and testimony were entered into the record.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF LOUISVILLE, COLORADO:**

1. Approves the Planned Unit Development, Special Review Use, Plat, and Annexation Agreement Amendment to allow development of a distillery, tasting room, and event space at 1303 Empire Road.

PASSED AND ADOPTED this 5th day of March, 2024.

By: _____
Christopher M. Leh, Mayor

Attest: _____
Meredyth Muth, City Clerk

**ORDINANCE NO. 1869
SERIES 2024**

**AN ORDINANCE APPROVING THE VACATION OF THREE EASEMENTS LOCATED
ON LOT 1 DEDICATED BY THE EMPIRE ROAD SUBDIVISION**

WHEREAS, by the Empire Road Subdivision, recorded in the Office of the Boulder County Clerk and Recorder on September 6th, 2005 at Reception No. 2719793, there were dedicated three easements – one utility and irrigation, one drainage, and one utility – on Lot 1 of such Subdivision in the location described in Exhibits A, B, and C attached hereto and incorporated herein by this reference (“the easements”); and

WHEREAS, a replat application has been approved by the City dedicating new easements under the name Empire Road Subdivision Replat A; and

WHEREAS, the City Council finds and determines that the easements for which vacation is requested are not and will not be needed for any public, governmental, or utility purposes; and

WHEREAS, the City Council desires to approve the application and vacate the City’s interests in the easements for which vacation is requested;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City hereby approves the vacation of the easements located on Lot 1 of the Empire Road Subdivision which easements herein vacated are in the location further described in Exhibits A, B, and C attached hereto and incorporated herein by this reference (“the easements”).

Section 2. All other ordinances or portions thereof inconsistent or in conflict with this ordinance or any portion hereof are repealed to the extent of such inconsistency or conflict.

Section 3. The Mayor and City Manager, or either of them, is authorized to execute such additional documents as may be necessary to evidence the vacation of the easements herein vacated, including but not execution of quit claim deeds.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED
PUBLISHED this 20TH day of February, 2024.**

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly, P.C.
City Attorney

**PASSED AND ADOPTED ON SECOND AND FINAL READING, this 5TH day of
MARCH, 2024.**

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP A SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF LOT 1, EMPIRE ROAD SUBDIVISION FINAL PLAT, TO BEAR SOUTH 75°59'25" WEST, A DISTANCE OF 614.41 FEET BETWEEN FOUND #5 REBARS WITH 1 1/2" ALUMINUM CAPS STAMPED "FLATIRONS SURV 29038, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 00°11'47" EAST, A DISTANCE OF 72.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°11'47" EAST, A DISTANCE OF 12.90 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 51°02'40" EAST, A DISTANCE OF 509.02 FEET TO THE EAST LINE OF SAID LOT 1;

THENCE ALONG SAID EAST LINE, SOUTH 37°55'38" EAST, A DISTANCE OF 10.00 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 51°02'40" WEST, A DISTANCE OF 516.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5,130 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JAMES Z. GOWAN
COLORADO P.L.S. #29038
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 21-77,713
DRAWN BY: T. HENDERSON
DATE: DECEMBER 5, 2023

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



Flatirons, Inc.
Land Surveying Services



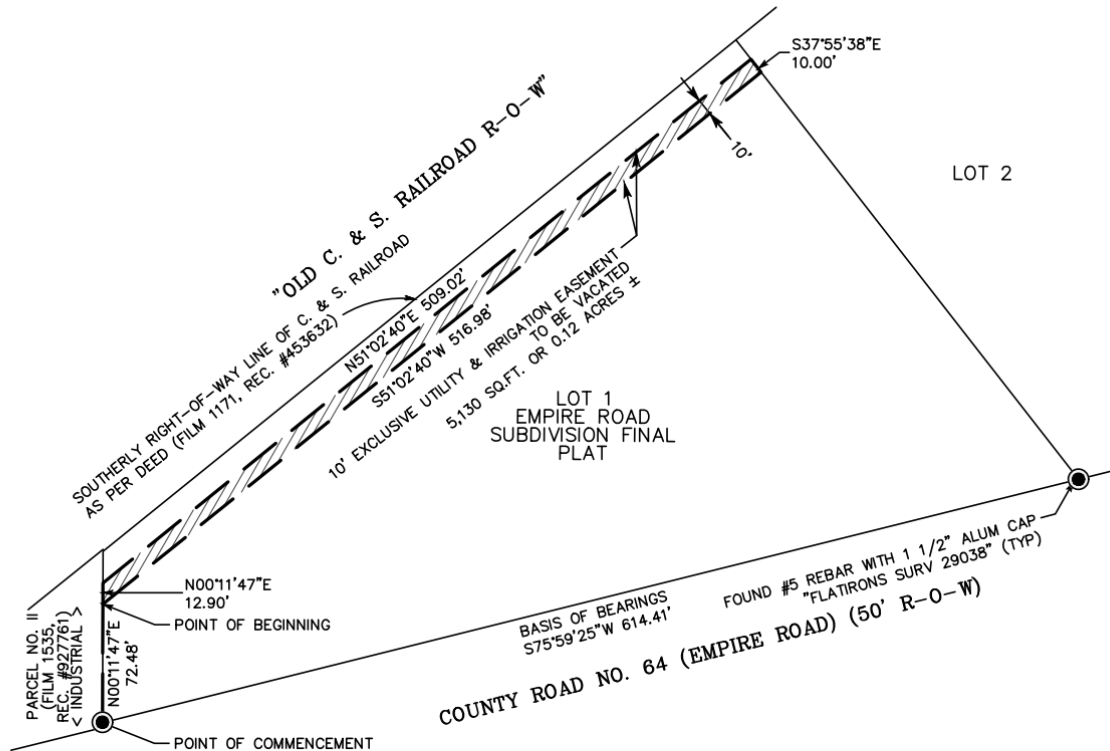
655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733

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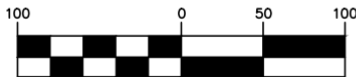
EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

JOB NUMBER: 21-77,713
DRAWN BY: T. HENDERSON
DATE: DECEMBER 5, 2023

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



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Land Surveying Services



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EXHIBIT "B"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP A SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF LOT 1, EMPIRE ROAD SUBDIVISION FINAL PLAT, TO BEAR SOUTH 75°59'25" WEST, A DISTANCE OF 614.41 FEET BETWEEN FOUND #5 REBARS WITH 1 1/2" ALUMINUM CAPS STAMPED "FLATIRONS SURV 29038, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 00°11'47" EAST, A DISTANCE OF 25.79 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 75°59'25" EAST, A DISTANCE OF 596.99 FEET TO THE EAST LINE OF SAID LOT 1;
THENCE ALONG SAID EAST LINE, SOUTH 37°55'38" EAST, A DISTANCE OF 27.35 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE ALONG THE SOUTH LINE OF LOT 1, SOUTH 75°59'25" WEST, A DISTANCE OF 614.41 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 15,142 SQUARE FEET OR 0.35 ACRES, MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JAMES Z. GOWAN
COLORADO P.L.S. #29038
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 21-77,713
DRAWN BY: T. HENDERSON
DATE: DECEMBER 5, 2023

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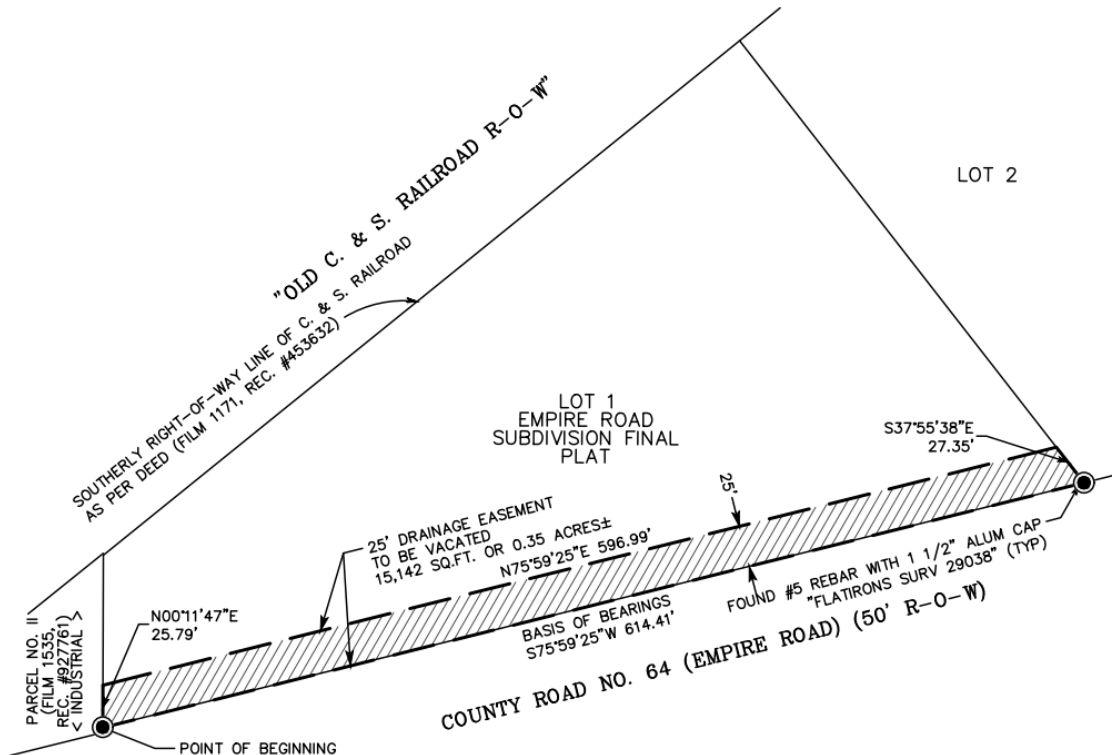
Flatirons, Inc.
Land Surveying Services

655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733
www.FlatironsInc.com

EXHIBIT "B"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

JOB NUMBER: 21-77,713
DRAWN BY: T. HENDERSON
DATE: DECEMBER 5, 2023

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



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Land Surveying Services



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EXHIBIT "C"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF LOT 1, EMPIRE ROAD SUBDIVISION FINAL PLAT, TO BEAR SOUTH 75°59'25" WEST, A DISTANCE OF 614.41 FEET BETWEEN FOUND #5 REBARS WITH 1 1/2" ALUMINUM CAPS STAMPED "FLATIRONS SURV 29038, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 00°11'47" EAST, A DISTANCE OF 17.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°11'47" EAST, A DISTANCE OF 8.25 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 75°59'25" EAST, A DISTANCE OF 596.99 FEET TO THE EAST LINE OF SAID LOT 1;

THENCE ALONG SAID EAST LINE, SOUTH 37°55'38" EAST, A DISTANCE OF 8.75 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 75°59'25" WEST, A DISTANCE OF 602.56 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

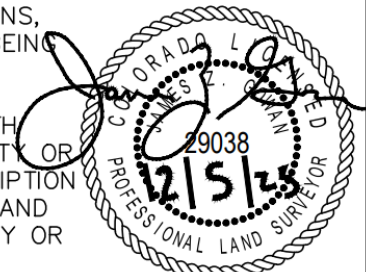
SAID PARCEL CONTAINING 4,798 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JAMES Z. GOWAN
COLORADO P.L.S. #29038
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 21-77,713
DRAWN BY: T. HENDERSON
DATE: DECEMBER 5, 2023

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Flatirons, Inc.
Land Surveying Services



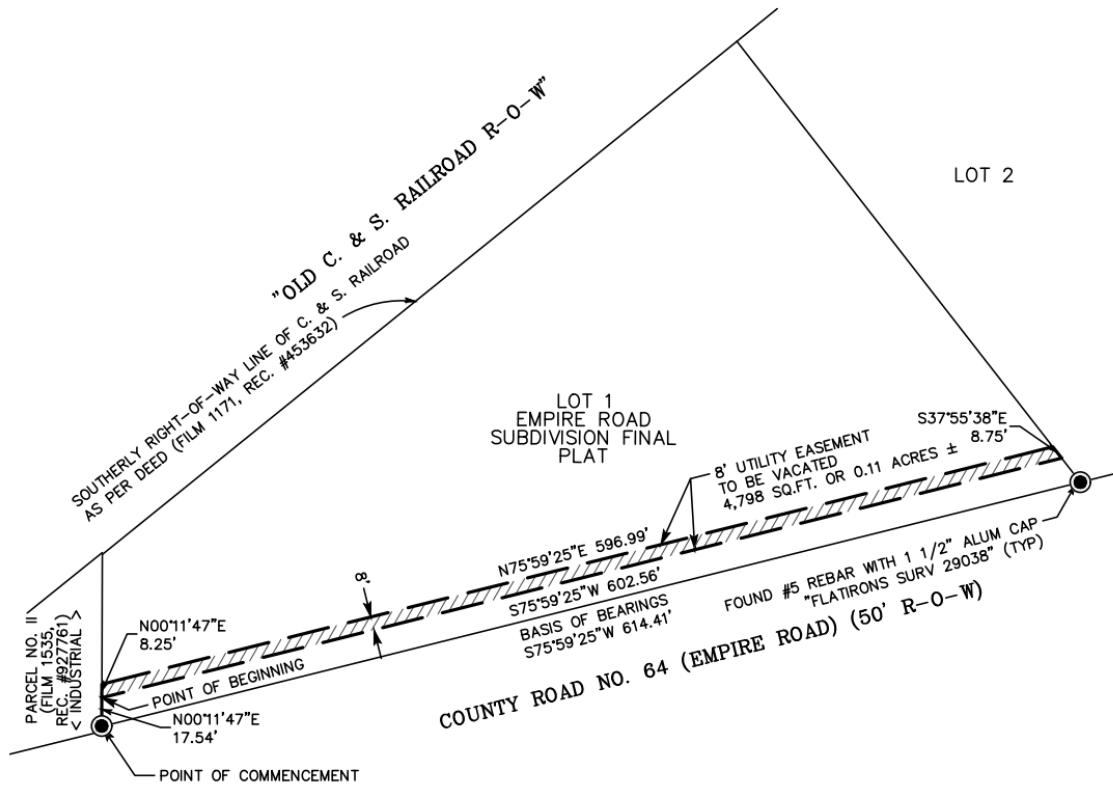
655 FOURTH AVE
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EXHIBIT "C"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

JOB NUMBER: 21-77,713
DRAWN BY: T. HENDERSON
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THE UNDERSIGNED AS THE OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY AGREES ON BEHALF OF ITSELF, AND ITS HEIRS, SUCCESSORS AND ASSIGNS TO DEVELOP AND MAINTAIN THE PROPERTY DESCRIBED HEREON IN ACCORDANCE AND COMPLIANCE WITH THIS APPROVED PLAN AND THE LOUISVILLE MUNICIPAL CODE.

WITNESS MY/OUR HAND(S) AND SEAL(S) THIS _____ DAY OF _____, 20____

NOTARY SIGNATURE _____

APPROVED THIS _____ DAY OF _____, 20____

CITY CLERK

RECOMMENDED APPROVAL THIS _____ DAY OF _____, 20____

RESOLUTION NO. _____ SERIES _____ .

The map shows a street grid with the following streets labeled: FRONT ST., PINE ST., SOUTH ST., COUNTY RD., SPRUCE ST., EMPIRE RD., and 1303 EMPIRE ROAD. A shaded triangular area on the east side of Empire Rd. is labeled 'SITE'. A north arrow is located in the bottom right corner.

THIS PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE ACCOMMODATES A DISTILLERY, TASTING ROOM, AND INDOOR AND OUTDOOR EVENT SPACE IN AN INDUSTRIAL ZONE DISTRICT AND INCLUDES THE RELOCATION OF A HISTORIC LOUISVILLE STRUCTURE

THE CITY OF LOUISVILLE IS NOT RESPONSIBLE FOR DAMAGE TO OR REPAIR OF MONUMENT SIGNS, PAVEMENT SURFACES, OR LANDSCAPING CAUSED DURING REPAIR OR MAINTENANCE OF UTILITIES LOCATED WITHIN PUBLIC UTILITY EASEMENTS

PROPERTY OWNER SHALL MAINTAIN ADJACENT CITY PARCEL NO. 11

OUTDOOR EVENT SPACE USE IS ALLOWED CONTINGENT ON PARKING SPACES PROVIDED THROUGH SHARED PARKING AGREEMENT AND THAT SHOULD SUCH PARKING SPACES BE UNAVAILABLE FOR USE BY OWNER, OWNERS SHALL BE REQUIRED TO SECURE SUBSTITUTE PARKING SPACES TO CONTINUE OUTDOOR EVENT SPACE USE OR CEASE OPERATION OF THE OUTDOOR SPACE UNTIL FURTHER AGREEMENT WITH THE CITY IS REACHED. REC.

NO SIGNAGE IS APPROVED THROUGH THE PUD PROCESS; ALL SIGNAGE IS SUBJECT TO LOUISVILLE SIGN CODE AND REVIEWED THROUGH BUILDING PERMIT

1. ANNEXATION AGREEMENT, OCTOBER 8TH 1986
2. SUBDIVISION AGREEMENT, SEPTEMBER 6TH 2005

1. SUBDIVISION AGREEMENT, RECORDATION NO. _____
2. MAINTENANCE AGREEMENT FOR MAINTENANCE ON LOT 2, EMPIRE ROAD SUBDIVISION AND CITY PARCEL WEST OF SUBJECT PROPERTY, RECORDATION NO. _____
3. SHARED PARKING AGREEMENT TO ALLOW PARKING ON CITY PROPERTY, RECORDATION NO. _____
4. ANNEXATION AGREEMENT AMENDMENT TO ALTER NO-BUILDING ZONE, RECORDATION NO. _____

1. IDOSS 12.A, ADJUST REAR YARD SETBACK FROM 25' TO 20' TO MATCH 20' IRRIGATION EASEMENT.
2. IDOSS 12.A, ADJUST WEST SIDE YARD INTERIOR SETBACK FROM 25' TO 10' TO ACCOMMODATE THE HISTORIC BUILDING.
3. IDOSS 22.1.R, SURFACE PARKING LOTS, ELIMINATE STANDARD FOR LANDSCAPED ISLANDS AT END OF PARKING ROWS
4. IDOSS 5.4.C, BUILDING SITE LANDSCAPING; ELIMINATE STANDARD FOR LOADING DOCK SCREENING
5. IDOSS 5.4.D, BUILDING SITE LANDSCAPING; ELIMINATE STANDARD FOR 10' PLANTING ADJACENT TO A MIN. OF 50% OF BUILDING

SIGN CODE 4B MURALS, ALLOW USE OF COMMERCIAL STANDARD FOR MURAL AND ELIMINATE STANDARD 4.B.3 TO ALLOW MURAL ACROSS THE SOUTH, NORTH, AND WEST ELEVATIONS TO BE REVIEWED AND APPROVED THROUGH BUILDING PERMIT PROCESS.

OWNER INFO:	BASECAMP LOUISVILLE LLC
-------------	-------------------------

DBA: IRONTON DISTILLERY
ATTN: LANCE PETERSON
303.619.1302

ARCHITECT: DAJ DESIGN
227 MAIN ST., SUITE A
LOUISVILLE, CO 80027
ATTN: ANDY JOHNSON
303 249 1624

CIVIL ENGINEER: THE SANITAS GROUP
901 FRONT ST. SUITE 350

LOUISVILLE, CO 80027
ATTN: LESLIE EWY
303.981.9238

ENGINEER: 4100 WADSWORTH BLVD.
WHEATRIDGE, CO 80033
ATTN: JOSEPH GAUMOND
303.695.0000

1 OF 16 COVER SHEET

2	OF	10	DEVELOPMENT PLAN
3	OF	16	UTILITY CONNECTION PLAN
4	OF	10	SEWERAGE AND DRAINAGE PLAN

4	OF	16	GRADING AND DRAINAGE PLAN
5	OF	16	EMERGENCY ACCESS PLAN

5	OF	16	EMERGENCY ACCESS PLAN
6	OF	16	MASTER LANDSCAPE PLAN

7 OF 16 DETAILED LANDSCAPE PLAN - W

8	OF	16	DETAILED LANDSCAPE PLAN - E
9	OF	16	LANDSCAPE NOTES AND DETAIL

9	OF	16	LANDSCAPE NOTES AND DETAILS
10	OF	16	HYDROZONE PLAN

10	OF	16	HYDROZONE PLAN
11	OF	16	PHOTOMETRIC PLAN
12	OF	16	LIGHTING SPECIFICATIONS

12	OF	16	LIGHTING SPECIFICATIONS
13	OF	16	LIGHTING SPECIFICATIONS

13	OF	16	LIGHTING SPECIFICATIONS
14	OF	16	BUILDING ELEVATIONS

15 OF 16 BUILDING ELEVATIONS

16 OF 16 BUILDING ELEVATIONS

AREA & PARKING CALCUL		

(PER LMC 17.20, OFF-STREET PARKING AND LOADING)

USE	LOCATION	GROSS SF	PARKING RATIO	PARKING PER USE	TOTAL PARKING REQ.
MANUFACTURING	MAIN LEVEL	7,426.6 SF	2.3 EMPLOYEES	6	82
	UPPER LEVEL	1,885.6 SF			
RESTAURANT	MAIN LEVEL	2,098.9 SF	1.3 SEATS	33	
	PATIO	860.5 SF	EXCLUDED		
	MAIN LEVEL	2,040.9 SF	15:1000	30.6	
EVENT SPACE	MAIN LEVEL	814.4 SF	15:1000	12.2	
	ROOF TOP DECK	817.6 SF	EXCLUDED		

				PARKING PROVIDED	82 TOTAL
WAREHOUSE	MAIN LEVEL	5,407 SF	EXCLUDED	EV READY EV INSTANT EV CAPABLE	6 (7%) 9 (10%) 13 (15%)
	UPPER LEVEL	4,048 SF			
KITCHEN / BAR	MAIN LEVEL	1,789 SF	EXCLUDED	ADA STANDARD	51
	UPPER LEVEL	177 SF			
COMMON	MAIN LEVEL	1,479 SF	EXCLUDED	BIKE PARKING REQUIRED	9 (1 PER 10 AUTO)
	UPPER LEVEL	814 SF			
COVERED WALKWAY / ENTRY	MAIN LEVEL	681 SF	EXCLUDED	BKE PARKING PROVIDED	30 (2 BIKE PARKING LOCATIONS)
COVERED SOUTH ENTRY	MAIN LEVEL	209 SF	EXCLUDED		
WEST BLDG. OVERHANG	MAIN LEVEL	824 SF	EXCLUDED		
LOADING DOCK	MAIN LEVEL	276 SF	EXCLUDED		
EAST COVERED UTILITY	MAIN LEVEL	125 SF	EXCLUDED		

	MAIN LEVEL	18,142.0 SF	MAIN LEVEL BUILDING ONLY
	UPPER LEVEL	7,740.3 SF	UPPER LEVEL BUILDING & ROOF TOP DECK
	BUILDING TOTAL	25,882.3 SF	MAIN LEVEL, UPPER LEVEL, & ROOF TOP DECK
TOTAL AREAS	BUILDING FOOTPRINT	20,236.5 SF	MAIN LEVEL, UPPER LEVEL, ROOF TOP DECK, & COVERED OUTDOOR SPACES
	HISTORIC BUILDING	960 SF	HISTORIC BUILDING MOVED TO PROPERTY BY SEPARATE INSTRUMENT; NOT INCLUDED IN ABOVE TOTAL AREA CALCULATIONS.

COVER SHEET

AUGUST 4, 2011

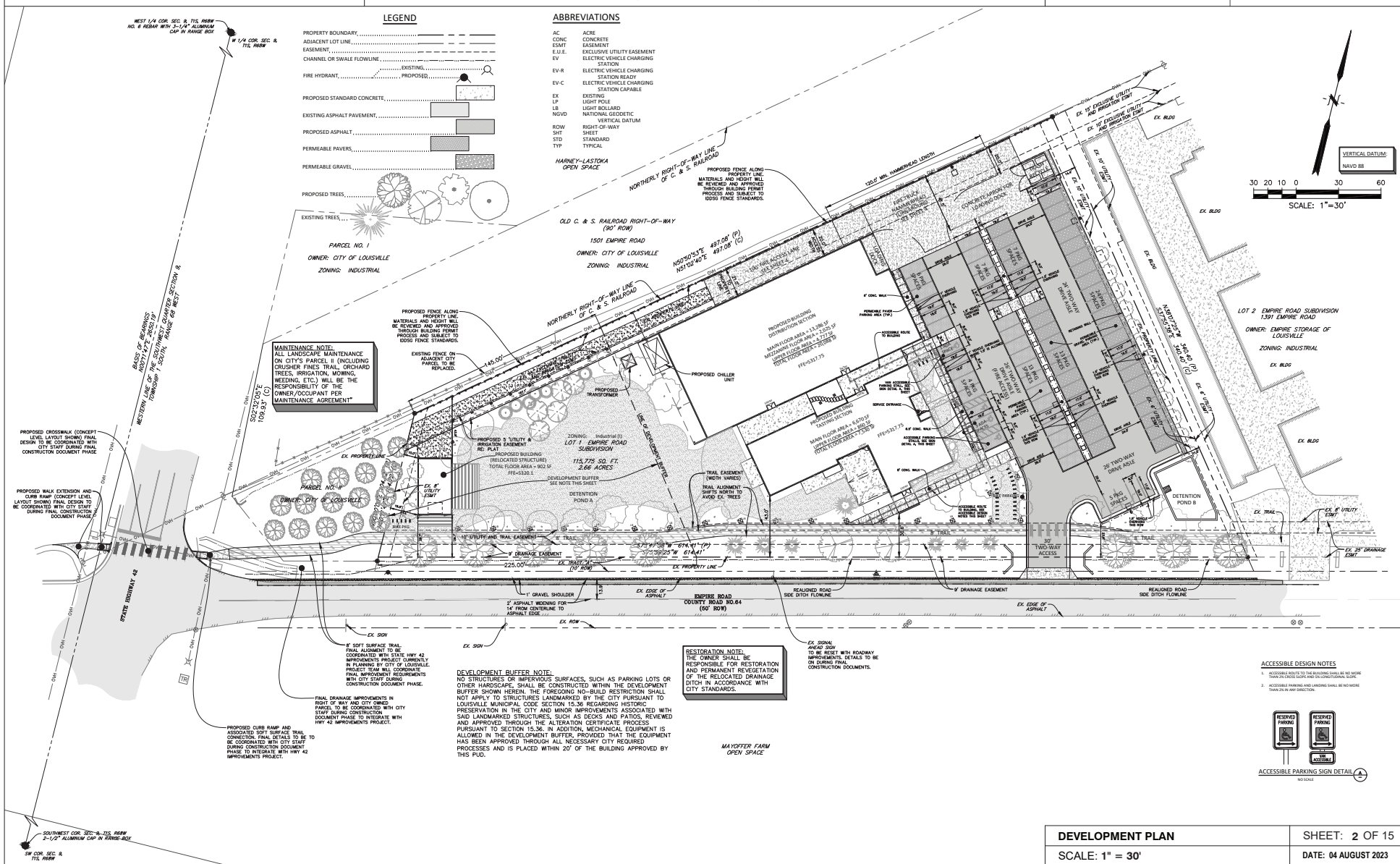
IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1 S, R 69 W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



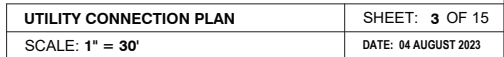
The Sanitas Group
901 FRONT ST. SUITE 300
LOUISVILLE, CO 80027
303.981.9238



922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.927.1160
INFO@DAJDESIGN.COM



The Sanitas Group 901 FRONT ST. SUITE 300 LOUISVILLE, CO 80027 303.981.9028	DAJ DESIGN 922A MAIN STREET LOUISVILLE, CO 80027 P. 303.527.1110 INFO@DAJDESIGN.COM
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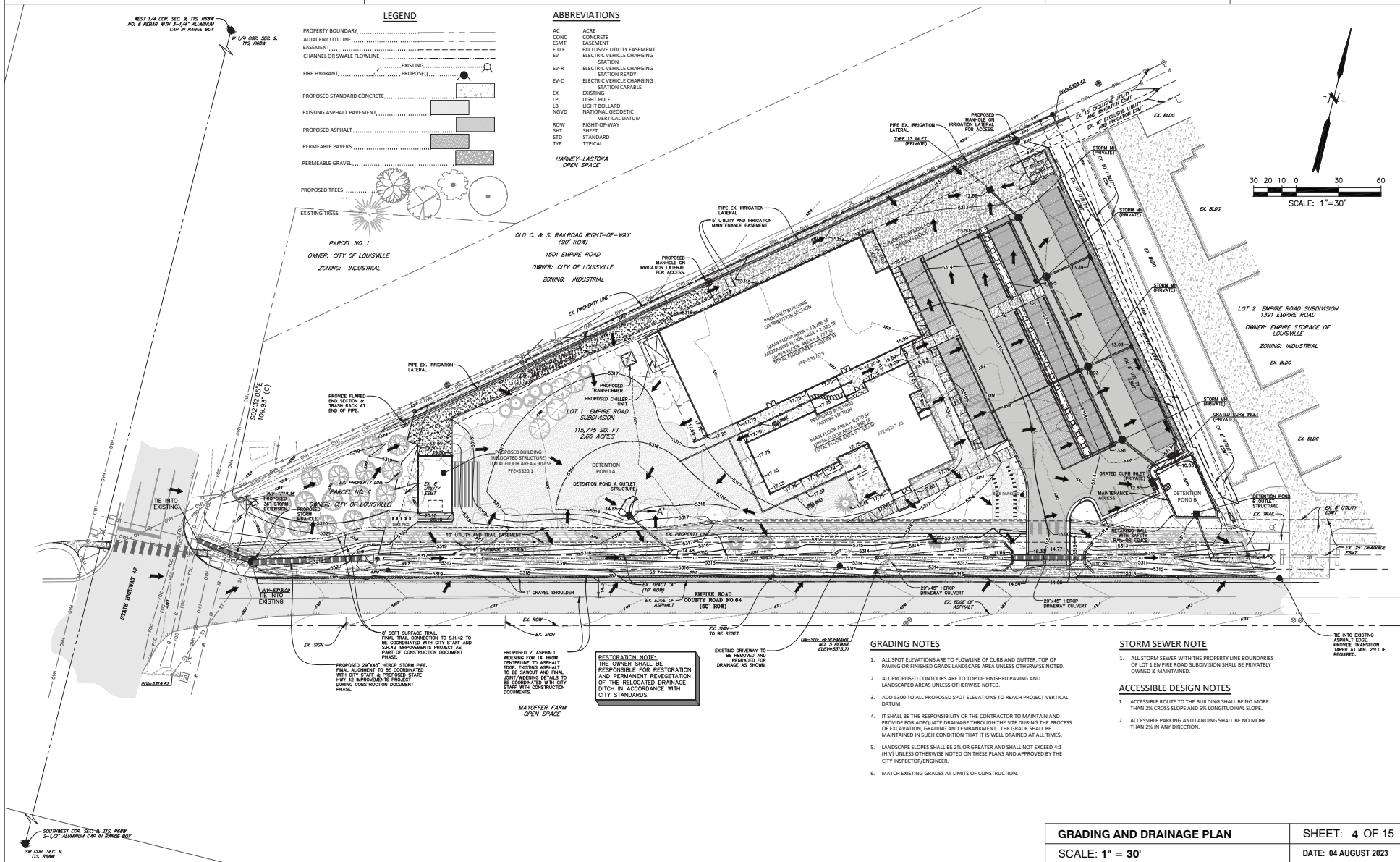
IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



The Sanitas Group
301 FRONT ST. SUITE 300
LOUISVILLE, CO 80027
303.981.9238



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INFO@DAJDESIGN.COM



GRADING AND DRAINAGE PLAN	SHEET: 4 OF 15
SCALE: 1" = 30'	DATE: 04 AUGUST 2023

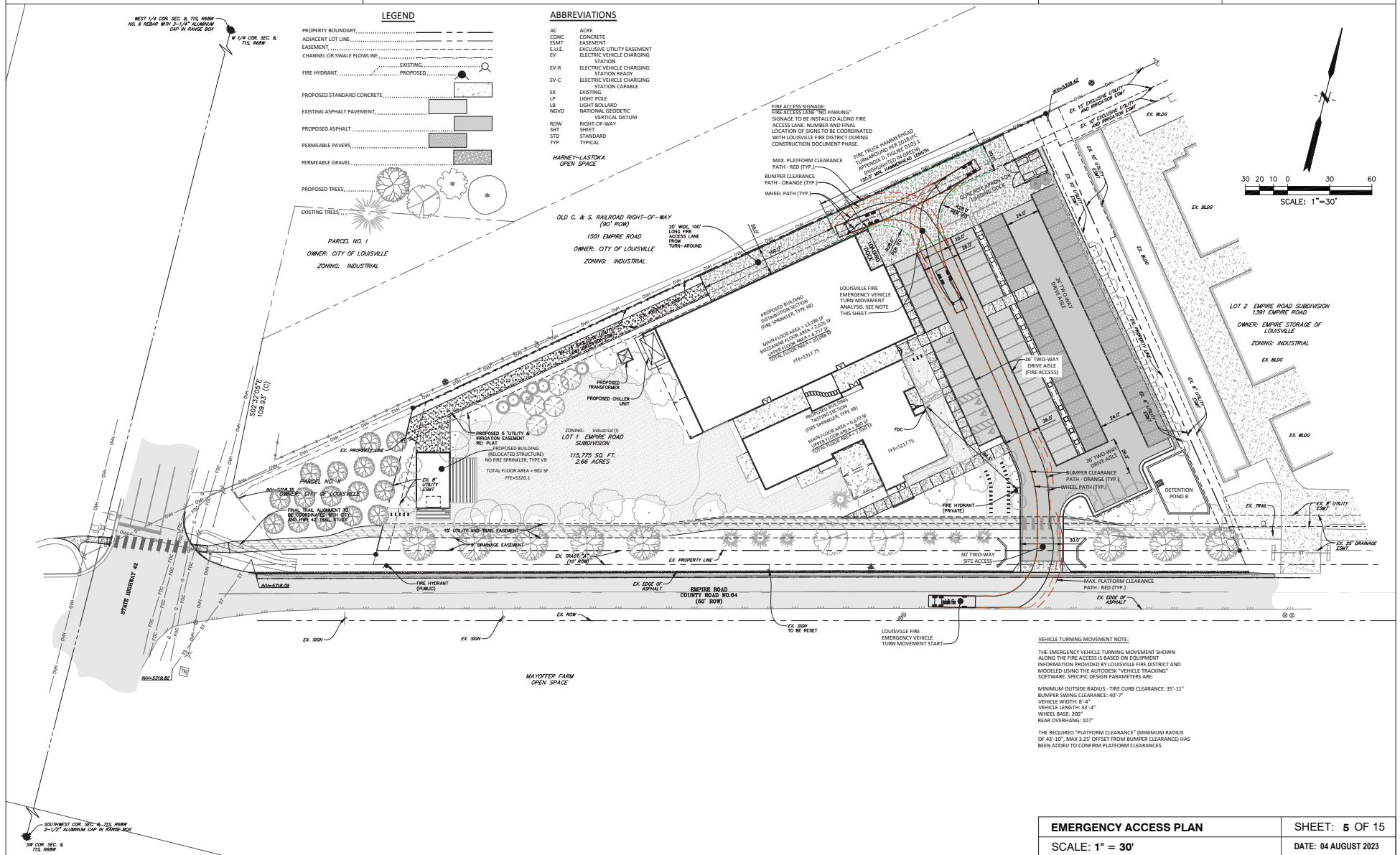
IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1 S, R 69 W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



The Sanitas Group
901 FRONT ST. SUITE 300
LOUISVILLE, CO 80027
303.981.9228



922A MAIN STREET
LOUISVILLE, CO 80027
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INFO@DAJDESIGN.COM



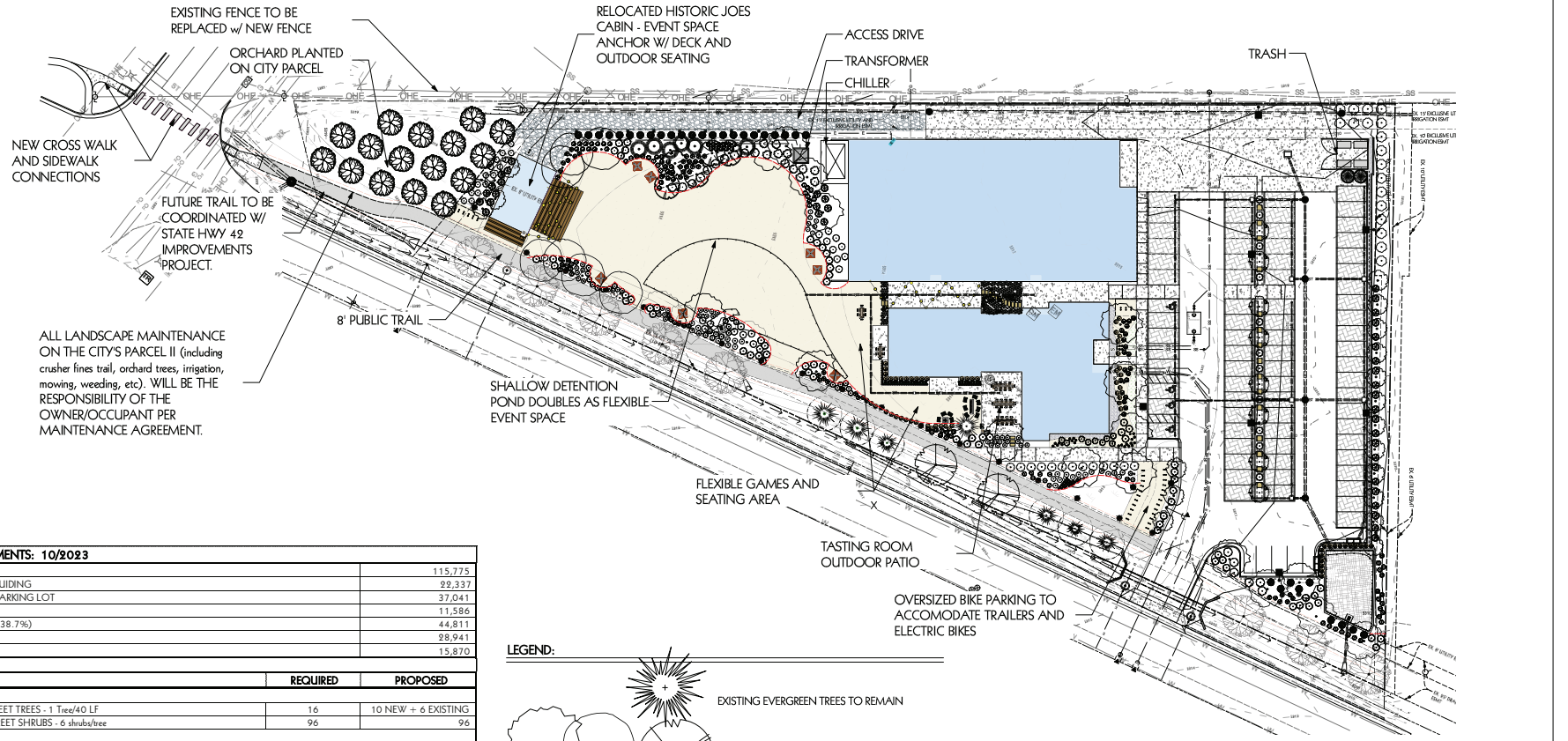
EMERGENCY ACCESS PLAN

SCALE: 1" = 30'

SHEET: 5 OF 15

DATE: 04 AUGUST 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



LANDSCAPE REQUIREMENTS: 10/2023

TOTAL LOT SIZE:	115,775
TOTAL AREA COVERED BY BUILDING	29,337
TOTAL AREA COVERED BY PARKING LOT	37,041
TOTAL WALKS & PATIOS:	11,586
TOTAL LANDSCAPE AREA: (38.7%)	44,811
GREEN AREA (95.0)	28,941
CRUSHER FINE AREA:	15,870

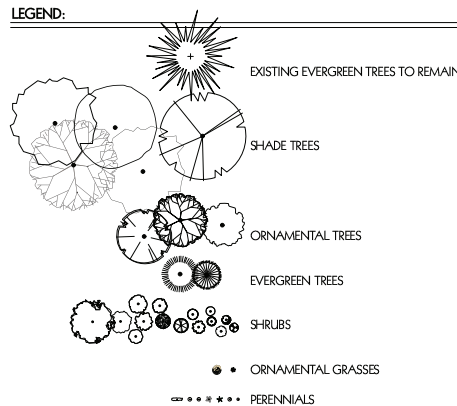
5.1D STREET TREES	REQUIRED	PROPOSED
EMPIRE ROAD - 614 LF		
TOTAL NUMBER OF STREET TREES - 1 Tree/40 LF	16	10 NEW + 6 EXISTING
TOTAL NUMBER OF STREET SHRUBS - 6 shrubs/tree	96	96

5.2A PERIMETER BUFFER @ INTERNAL LOT LINES - 10' buffer, 1 tree/30 LF		
WEST PROPERTY LINE - 104 LF	4	4
PERIMETER SHRUBS		
EAST PROPERTY LINE - 340 LF	12	12
PERIMETER SHRUBS		
NORTH PROPERTY LINE - 498 LF	17	12*
PERIMETER SHRUBS		

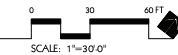
5.3C PARKING LOT TREES - 1 tree/16 parking spaces		
83 SPACES	5	6
PARKING LOT ISLAND SHRUBS - 8 shrubs/island	no islands	N/A

5.4C SCREEN LOADING AREAS - 10' width		
95 LF - 1 tree/30 LF	1	0*

LEGEND:



LOW GROW SEED MIX (per Arkansas Valley Seed)	FLAGSTONE STEPPERS (see plan for site locations)
RAIN GARDEN SEED (Denver Urban Drainage seed mix)	ROLL TOP STEEL EDGER
SOFT SURFACE (CRUSHER FINES - color: tan)	PROPERTY LINE
SOFT SURFACE TRAIL (CRUSHER FINES - color: light grey)	INVERTED-U BIKE RACKS ON RAILS (oversized to handle bike trailers, electric bikes)
1.5" CRUSHED ROCK MULCH	SITE LIGHTING

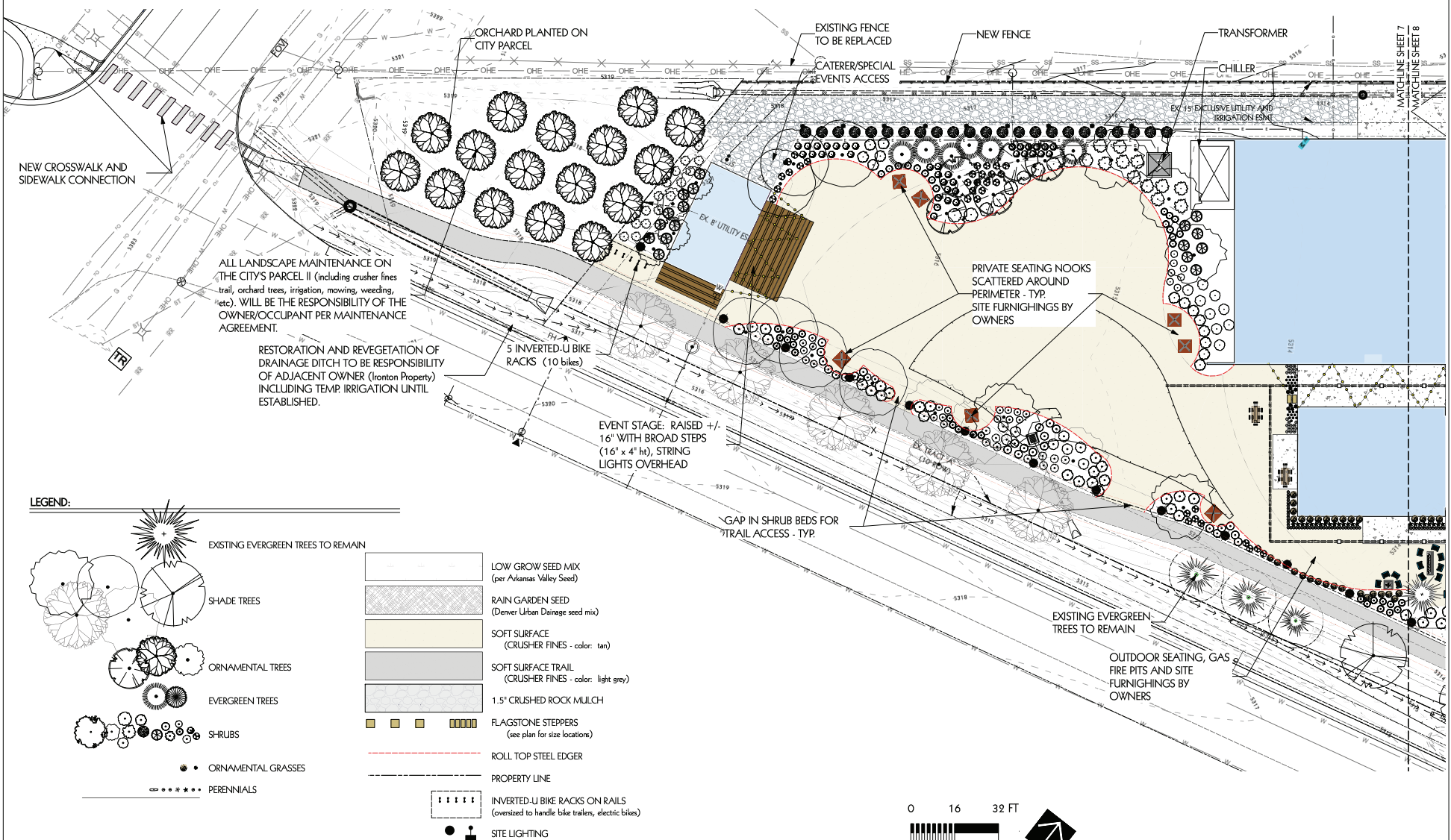


LANDSCAPE MASTER PLAN

SHEET NAME:
LANDSCAPE MASTER PLAN

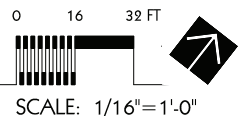
SHEET 6 OF 15
AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



LEGEND:

- EXISTING EVERGREEN TREES TO REMAIN
- SHADE TREES
- ORNAMENTAL TREES
- EVERGREEN TREES
- SHRUBS
- ORNAMENTAL GRASSES
- PERENNIALS
- LOW GROW SEED MIX (per Arkansas Valley Seed)
- RAIN GARDEN SEED (Denver Urban Drainage seed mix)
- SOFT SURFACE (CRUSHER FINES - color: tan)
- SOFT SURFACE TRAIL (CRUSHER FINES - color: light grey)
- 1.5" CRUSHED ROCK MULCH
- FLAGSTONE STEPPERS (see plan for size locations)
- ROLL TOP STEEL EDGER
- PROPERTY LINE
- INVERTED-U BIKE RACKS ON RAILS (oversized to handle bike trailers, electric bikes)
- SITE LIGHTING



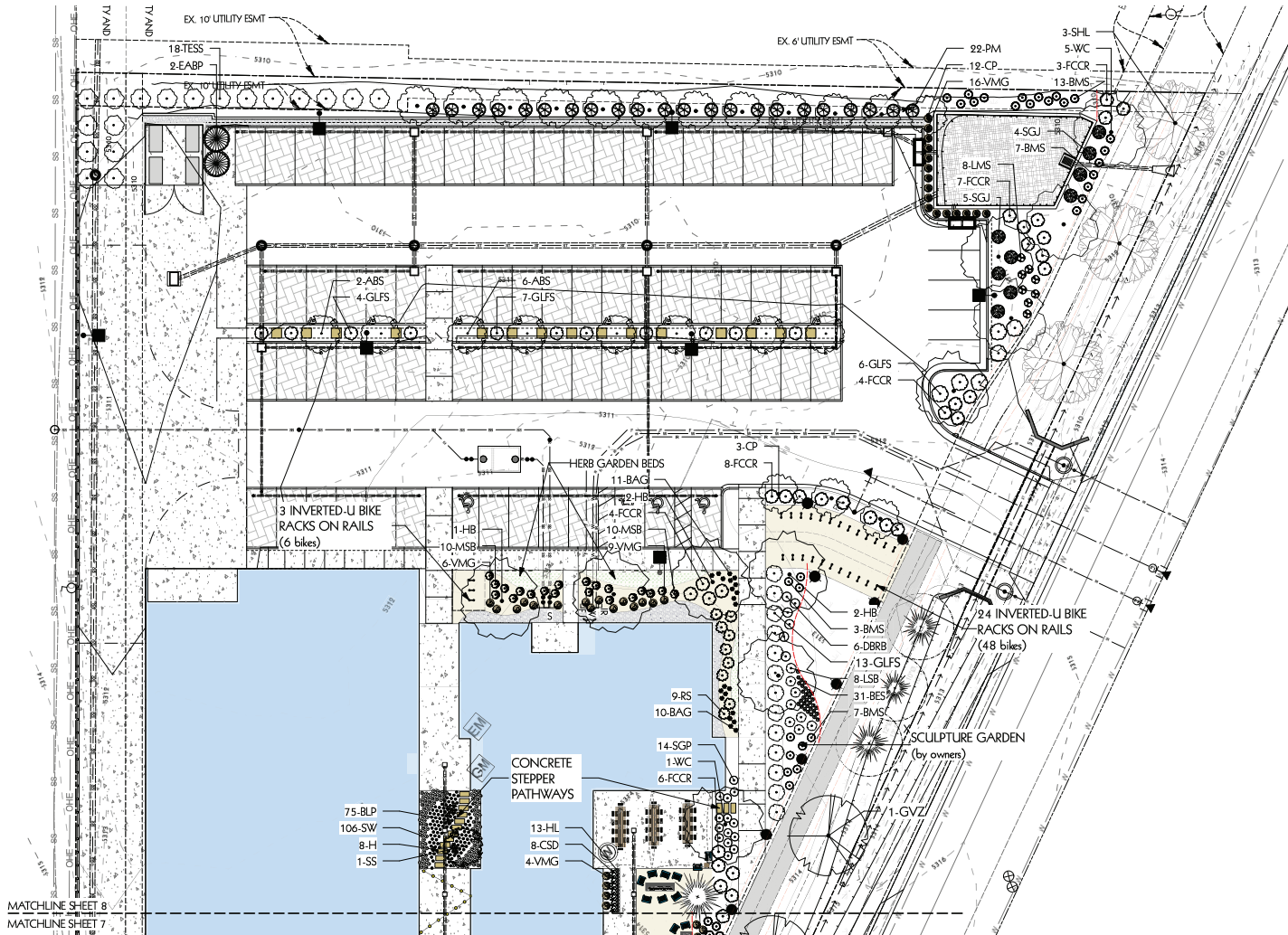
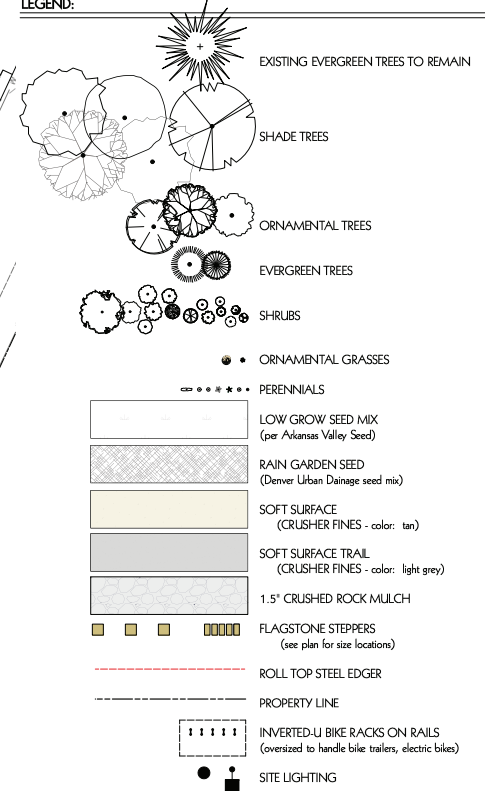
DETAILED LANDSCAPE - WEST

SHEET NAME:	SHEET 7 OF 15
DETAILED LANDSCAPE PLAN - WEST	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



LEGEND:



0 16 32 FT



SCALE: 1/16"=1'-0"

DETAILED LANDSCAPE - EAST

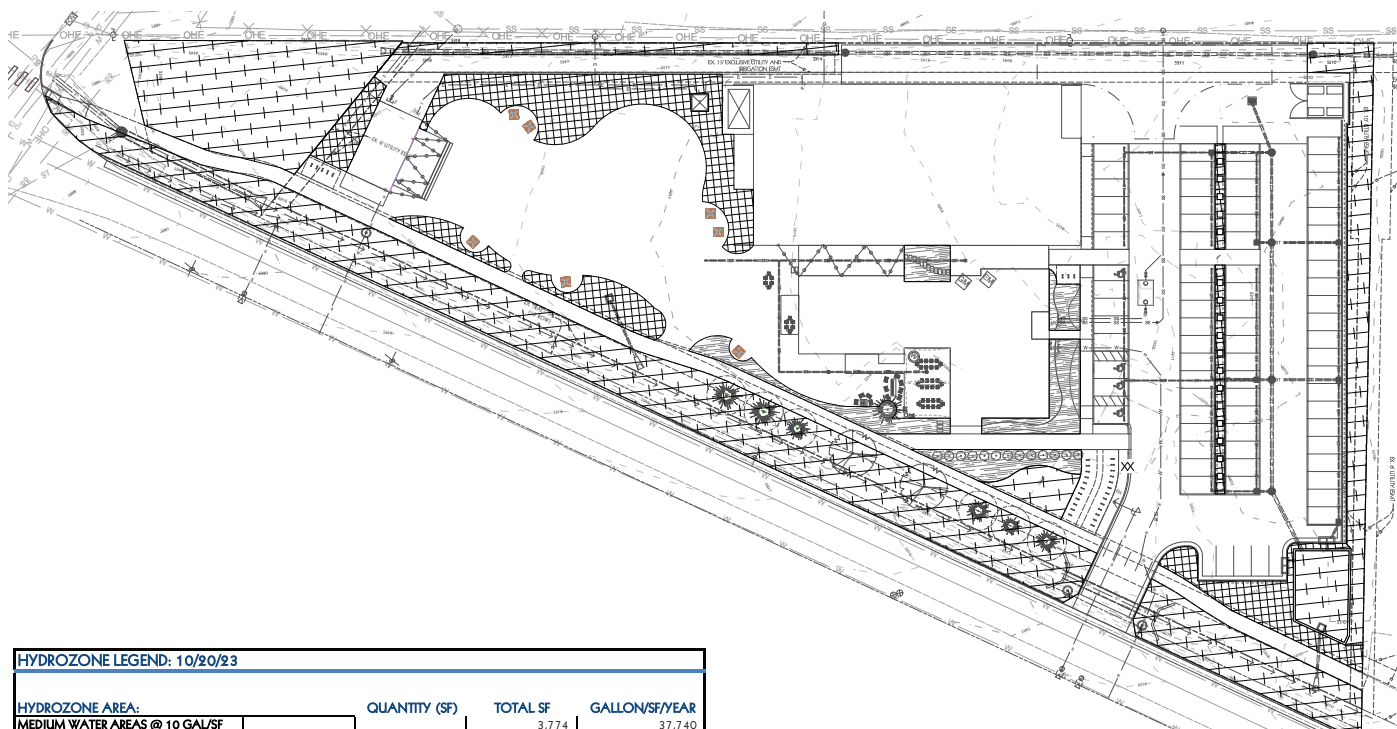
SHEET NAME:
DETAILED LANDSCAPE PLAN - EAST

SHEET 8 OF 15
AUGUST 4, 2023

DAJ DESIGN
922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100
INFO@DAJDESIGN.COM

SHEET 9 OF 15
AUGUST 4, 2023

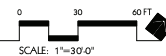
IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



HYDROZONE LEGEND: 10/20/23

HYDROZONE AREA:		QUANTITY (SF)	TOTAL SF	GALLON/SF/YEAR
MEDIUM WATER AREAS @ 10 GAL/SF			3,774	37,740
	SHRUB BEDS	3,774		
LOW WATER AREAS @ 3 GAL/SF			8,180	24,540
	LOW SHRUB BEDS	8,180		
VERY LOW AREAS @ 0 GAL/SF (seed in, turned off after establishment)			30,877	-
	NATIVE SEED	30,877		
TOTAL USAGE:			42,831	62,280
			AVERAGE WATER USE/SF/YEAR	1.5

HYDROZONE PLAN



SHEET NAME:	SHEET 10 OF 15
HYDROZONE PLAN	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



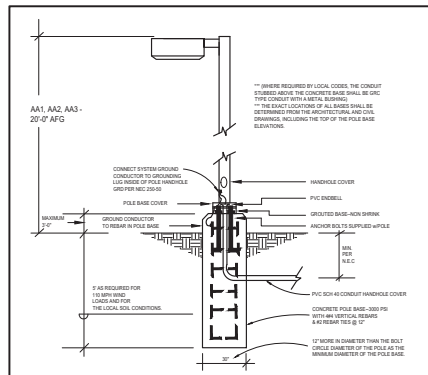
LUMINAIRE SCHEDULE

FIX. TYPE	NAME	MANUFACTURER	CATALOG NUMBER	FINISH	LAMP DATA	LAMP WATTS	MOUNTING METHOD	MTG HEIGHT	DESCRIPTION	VOLTS
AA1	LSI	MRML-LED-12L-SL-3UNV-30-70CRI-BRZ-L		BRONZE	LED	85	POLE	20'-0"	SITE LIGHTING SINGLE HEAD TYPE 3 WITH HOUSE SIDE SHIELD, 3000K, 70CRI	UNV
AA2	LSI	MRML-LED-18L-SL-5UNV-30-70CRI-BRZ		BRONZE	LED	135	POLE	20'-0"	SITE LIGHTING SINGLE HEAD TYPE 5, 3000K, 70CRI	UNV
AA3	LSI	MRML-LED-18L-SL-FT-UNV-30-70CRI-BRZ-L		BRONZE	LED	135	POLE	20'-0"	SITE LIGHTING SINGLE HEAD TYPE FT WITH HOUSE SIDE SHIELD, 3000K, 70CRI	UNV
BB	LIOMAN	LBX 5 LB-10851		BLACK	LED	14	BOLLARD	1'-0"	WALKWAY BOLLARD	UNV
CC	SIGNIFY	C4-S-DL1-5-930-W-210-U-CL-B		BLACK	LED	11.8	SURFACE	-	ROOF TOP DECK DOWNLIGHT, 3000K	UNV
DD1	SIGNIFY	SFR-8-30K-15-BK		BLACK	LED	10	SURFACE	-	5" SURFACE MOUNTED DOWNLIGHT, 3000K	120
DD2	SIGNIFY	SFR-8-30K-15-BK		BLACK	LED	14	SURFACE	-	7" SURFACE MOUNTED DOWNLIGHT, 3000K	120
DD3	SIGNIFY	S10R-6-30K-15-BK		BLACK	LED	24	SURFACE	-	10" SURFACE MOUNTED DOWNLIGHT, 3000K	120
EE	LIOMAN	UTA-31861-20W-T3-W30-01-12027V		BLACK	LED	20	SURFACE	7'-0"	WALL MOUNTED CYLINDRICAL DOWNLIGHT, TYPE 3 DISTRIBUTION, 3000K	120
FF	AMERICAN LIGHTING	LS2-M-24-48-BK		BLACK	LED	12.5WFT	STRING	9'-0"	E2H BULB FESTOON LIGHTING	120
GG	SIGNIFY	RSS2-A-KS-D-02		BLACK	LED	9.2	RECESSED	1'-0"	POLYCARBONATE STEP LIGHTING	120
HH	HUBBLE	TRP2-24L-30-3K7-2-UNV-BLT		BLACK	LED	30	SURFACE	VARIES	MODIFIED ARCH WALLPACK TYPE 2 DISTRIBUTION, 3000K	UNV
JJ	TROV	L55-E-12-05-35-BL-MULT-25X25		BLACK	LED	6	SURFACE	16'-0"	WALL WASH SURFACE MOUNTED STRIP, 3000K	MVOLT
KK	SIGNIFY	B1-A		BLACK	LED	10	GROUND	-	FLOODLIGHT	120
LL	SIGNIFY	MULA-A-S7		BLACK	LED	2	GROUND	-	SERVICE DRIVE PATH LIGHTING	12

NOTE: ALL FIXTURES TO BE FULL CUT-OFF FIXTURES.

GENERAL LIGHTING PLAN STANDARD NOTES:

- ALL BUILDING MOUNTED FIXTURES FOR SAFETY AND EGRESS. ALL POLE MOUNTED FIXTURES ARE FOR PARKING AREA AND DRIVING ACCESS PATHWAY.
- ALL FIXTURES TO BE CONTROLLED VIA TIMECLOCK. TIMER TO BE SET TO GO OFF AFTER 30MIN CLOSE OF BUSINESS. NORMAL HOURS OF OPERATION FOR SITE ARE AS FOLLOWS:
WEDNESDAY: 3-9PM
THURSDAY: 12-9PM
FRIDAY: 12-10PM
SATURDAY: 12-10PM
SUNDAY: CLOSED
- PROVIDE HOUSE SIDE SHIELD TO POLE MOUNTED FIXTURES ALONG ADJACENT PROPERTIES.
- THE FOLLOWING LIGHTING TYPES ARE PROHIBITED: POLE-MOUNTED LIGHTS AIMED AT A BUILDING'S FACADE AND UNSHIELDED WALL PACKS.



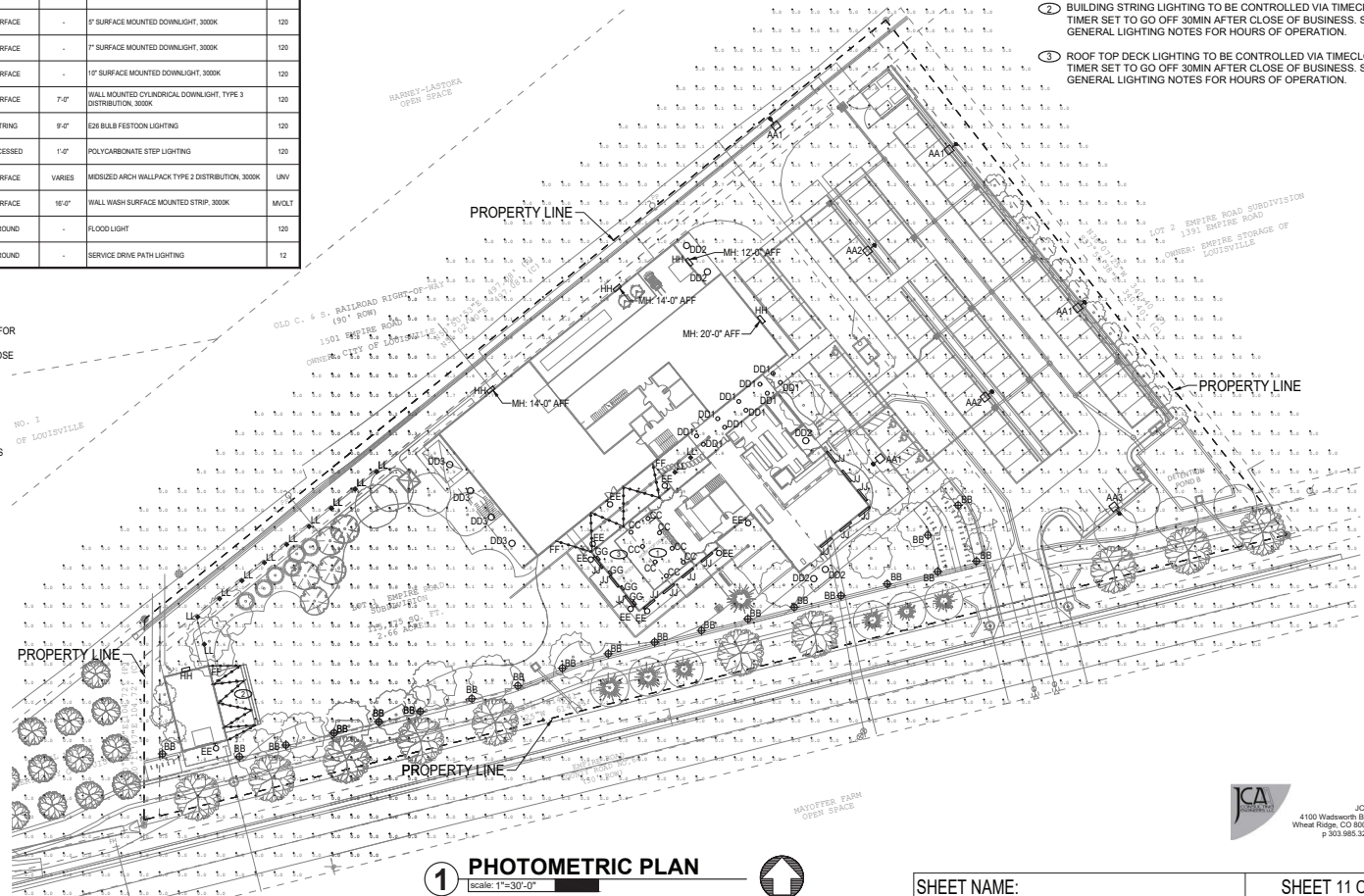
2 TYPICAL POLE BASE DETAIL
Scale: N.T.S.

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
OVERALL SITE	Illuminance	Fc	0.76	11.5	0.0	N.A.	N.A.
ROOF TOP DECK	Illuminance	Fc	5.53	11.6	0.2	27.65	58.00
PARKING AREA	Illuminance	Fc	3.01	5.0	1.0	3.01	5.00

SHEET NOTES

- ROOF TOP DECK CALCULATIONS ARE CALCULATED AT 16'-0" AFG. CALCULATIONS AT GROUND LEVEL ARE NOT AFFECTED BY ROOF TOP DECK LIGHTING.
- BUILDING STRING LIGHTING TO BE CONTROLLED VIA TIMECLOCK. TIMER SET TO GO OFF 30MIN AFTER CLOSE OF BUSINESS. SEE GENERAL LIGHTING NOTES FOR HOURS OF OPERATION.
- ROOF TOP DECK LIGHTING TO BE CONTROLLED VIA TIMECLOCK. TIMER SET TO GO OFF 30MIN AFTER CLOSE OF BUSINESS. SEE GENERAL LIGHTING NOTES FOR HOURS OF OPERATION.



1 PHOTOMETRIC PLAN
Scale: 1"=30'-0"



SHEET NAME:
PHOTOMETRIC PLAN

SHEET 11 OF 15
AUGUST 4, 2023



IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1 S, R 69W, OF THE 6 TH P.M.
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TYPE 'AA1', 'AA2', 'AA3'

Mirada Medium (MRM)
Outdoor LED Area Light

Overview

Category	Value
Light Source	LED
Voltage Range	120V-277V
Power	100W
Beam Angle	60°
Color Temperature	3000K-5000K
Material	Aluminum

Quick Links

Features & Specifications

- Construction**
 - Extruded aluminum housing with powder coat finish.
 - Designed to meet or exceed all applicable codes.
 - Available in multiple finishes.
- Electrical**
 - High-performance programmable driver.
 - Available in multiple voltages.
 - Available in multiple beam angles.
- Optical System**
 - Available in multiple beam angles.
 - Available in multiple voltages.
 - Available in multiple finishes.

Accessories

Need more information?
Click here for our glossary

TYPE 'AA1', 'AA2', 'AA3'

Mirada Medium Outdoor LED Area Light

Ordering Guide

Part	Light Source	Beam Angle	Power	Material	Finish
MRM-100W-120V-60°-3000K-AL-PAV	100W LED	60°	100W	Aluminum	PAV
MRM-100W-120V-60°-3000K-AL-PAV	100W LED	60°	100W	Aluminum	PAV
MRM-100W-120V-60°-3000K-AL-PAV	100W LED	60°	100W	Aluminum	PAV

Need more information?
Click here for our glossary

TYPE 'BB'

Ligman
LED 4" x 4" x 4"

Product description

Luminaire Structure

Optic

Product color

Special finishes upon request

TYPE 'CC'

Lightolier
by @ignify

Downlighting

Calculation LED 4" gen 3

Product description

Features

Standard accessories

Accessories (not currently in stock)

TYPE 'DD1', 'DD2', 'DD3'

Lightolier
by @ignify

Downlighting

SlimSurface

BSR, SR & SRB Round 5" 7" & 10"

SlimSurface is a 5/8" thick LED surface mounted luminaire with the appearance of a recessed downlight. Easy to install into most standard 120V, the SlimSurface round apertures are available in a 5" diameter, 7" diameter or 10" diameter.

Ordering guide

Series	Size	Color	Power	Material	Finish
BSR	5"	Black	10W	Aluminum	PAV
BSR	7"	Black	15W	Aluminum	PAV
BSR	10"	Black	20W	Aluminum	PAV

Features

- Powerful 10W, 15W or 20W LED light source.
- Available in multiple finishes.
- Available in multiple beam angles.

Electrical

Labels

Need more information?
Click here for our glossary

TYPE 'EE'

UTA-31861
Tango 29 Cylindrical Downlight

Construction

Labels

Need more information?
Click here for our glossary

TYPE 'EE'

UTA-31861
Tango 29 Cylindrical Downlight

PROJECT

QUANTITY

TYPE

NOTE

DATE

ORDERING EXAMPLE UTA - 31861 - 37W - T2 - W30 - 02 - 120/277V - Options

UTA-31861

LAMP	BEAM	LED COLOR	FINISH COLOR	VOLTAGE
UTA-31861-37W	37W	3000K	PAV	120V/277V
UTA-31861-37W	37W	3000K	PAV	120V/277V
UTA-31861-37W	37W	3000K	PAV	120V/277V

ADDITIONAL OPTIONS

More Custom Finishes Available Upon Request

Examples Inspired by Nature Parks

DAJ DESIGN
922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100
INFO@DAJDESIGN.COM

LINEAR LIGHTING / L52-M

AMERICAN LIGHTING®

L52-M SERIES ORDERING INFORMATION

SIZE	VOLTAGE	LENGTH	ROD TYPE	LED SPACING	COLOR	MAX. DIM.	# OF FIXTURES
L52-M-24-04-00	120V AC	48" (4')	Non-Flush (see C2)	24"	White	24"	1
L52-M-24-04-00	120V AC	48" (4')	Flush (see C2)	24"	White	24"	1
L52-M-24-08-00	120V AC	96" (8')	Flush (see C2)	24"	White	24"	2
L52-M-24-08-00	120V AC	96" (8')	Non-Flush (see C2)	24"	White	24"	2

Notes: 1. 48" length of L52-M series provides long light output. L52-M and L52-M-08 are available in recessed or surface mount.

L52-M ACCESSORIES

ITEM NUMBER	DESCRIPTION			
L52-M-24-04-00	Base (wall) and rod			
CONNECTOR LAMP	For L52-M series, 24" Standard 3000K			
L52-M-04-10	5/16" x 1/2" x 1/4" Cable Tie Kit			
L52-M-04-10	100' Clear Cable Ties			
L52-M-04-10-01	100' Clear Cable Ties for Rods			
L52-M-04-10-02	100' Heavy Duty Cable Ties for 1" Cables only			
L52-M	Supporting Rod			
Galaxy Cable Kit Includes: 8' 1/2" aluminum extruded guide rail for high output installation. 3/16" threaded cable retainers (40) and 1/2" Cable retainer cap				

L52-M ACCESSORIES: 1. L52-M series extruded guide rail for high output installation. 2. 3/16" threaded cable retainers (40) and 1/2" Cable retainer cap

ADDITIONAL INFORMATION

SUSPENDING LIGHT STRINGS:

- Light sockets must be securely attached to a support structure at each end of each span. The maximum unsupported span distance for 48" Cord & Plug Light String is 20' (4' to 10' actually).
- Secure light string to supporting hardware (brackets, anchors, etc., not produced) using cable ties (see Figure 1).
- Ensure any tie ends are properly inserted to prevent the entrance of water.
- For spans exceeding 20', use a properly rated support system and cable ties (bracket are provided with the light string) and follow the rules for suspended cables and loads. See www.americanlighting.com for steel cable support systems, if needed.

www.americanlighting.com

Subsidiary of American Lighting Company, Inc. 100-833-100

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HABCO
by @Signify

Landscope

Step light

R8S2/R8C2/R8V2



Habco LED step light low-voltage landscape luminaire has interchangeable LED color temperature between 3K and 4K CCT. This adjustable luminaire also has the ability to switch between 5 segment light outputs.

Example: R8C2-R8V2

Color	Ratio	Output	Source	Segment
R8C2	Blue	65	3 LED	03 Generation 1
R8C2	Blue	65	3 LED	03 Generation 2
R8C2	Blue	65	3 LED	03 Generation 3
R8C2	Blue	65	3 LED	03 Generation 4
R8C2	Blue	65	3 LED	03 Generation 5

Optional for easy installation

Color	Ratio	Options
R8C2	Blue	65
R8C2	Blue	65
R8C2	Blue	65

How electrician wiring (It is provided for all other than complete cable rating of luminaire without housing)

Accessories

Compatible wiring kit

W8800 - Mounting kit

W8801 - New Test plate

W8802 - Spring Test plate

All units equipped with mounting to ensure for safety and installation. For our mounting kit accessories, visit accessory.



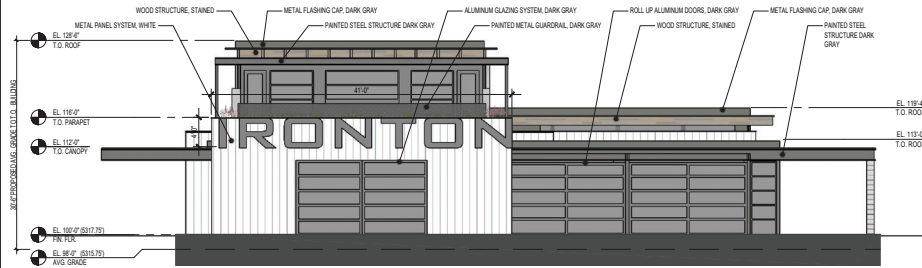
NE 3, LED step light - R8C2 - page 1 of 3



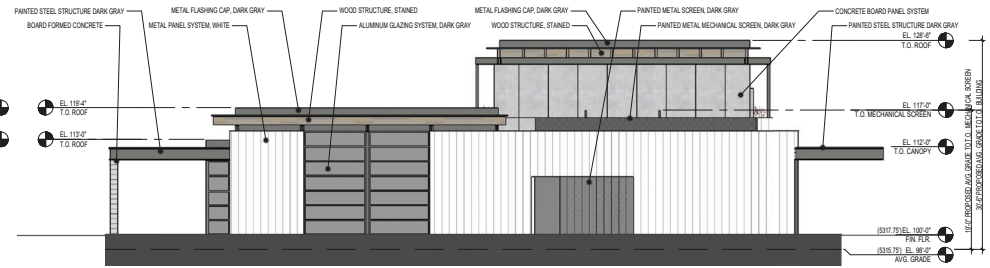
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SHEET 13 OF 15
AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



1 WEST ELEVATION
 SCALE: 1/8" = 1'-0"

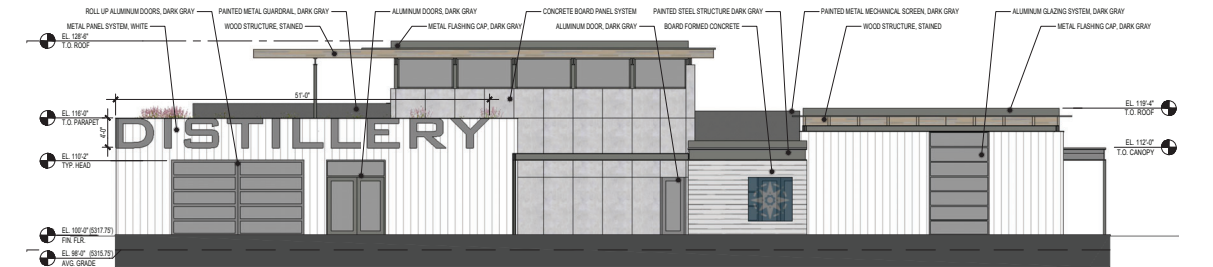


2 EAST ELEVATION
 SCALE: 1/8" = 1'-0"

MATERIAL LEGEND



3 NORTH ELEVATION
 SCALE: 1/8" = 1'-0"

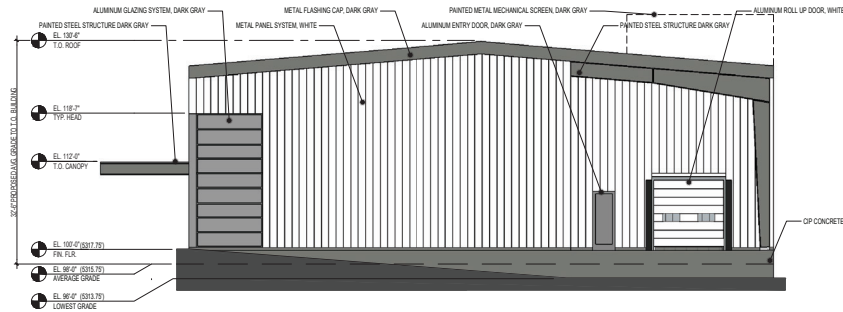


4 SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"

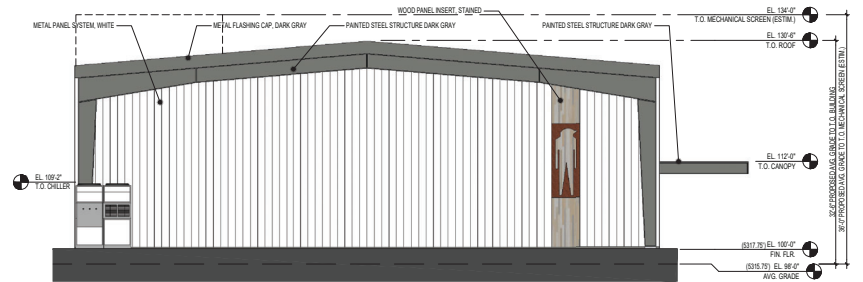
SHEET NAME:
 TASTING BUILDING ELEVATIONS

SHEET 14 OF 15
 AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
LOT 1 EMPIRE ROAD SUBDIVISION
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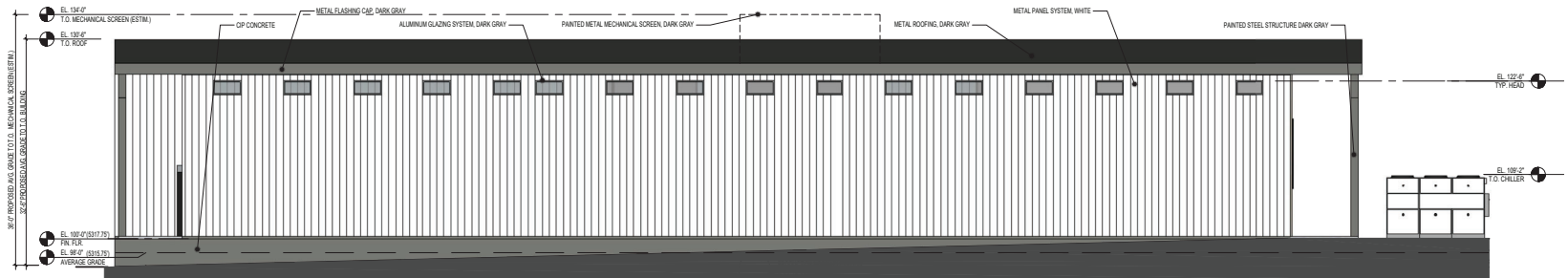
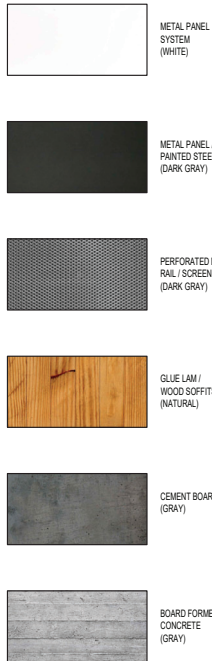


1 EAST ELEVATION
SCALE: 1/8" = 1'-0"

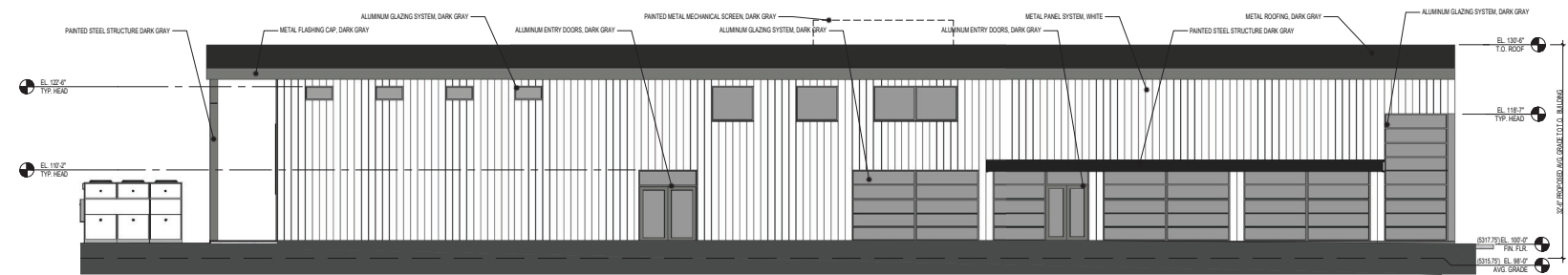


2 WEST ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL LEGEND



3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

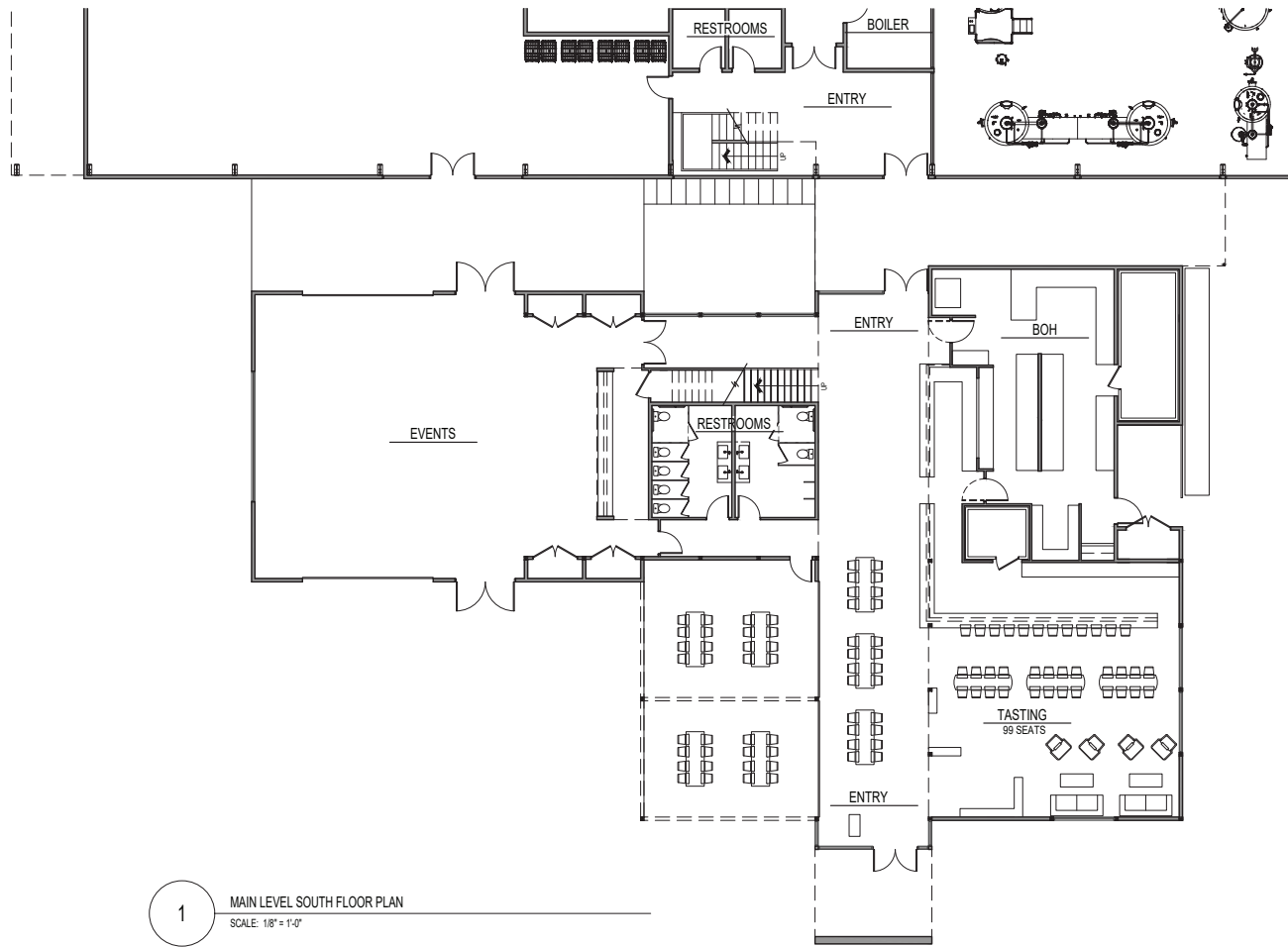


4 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

SHEET NAME:
PRODUCTION BUILDING ELEVATIONS

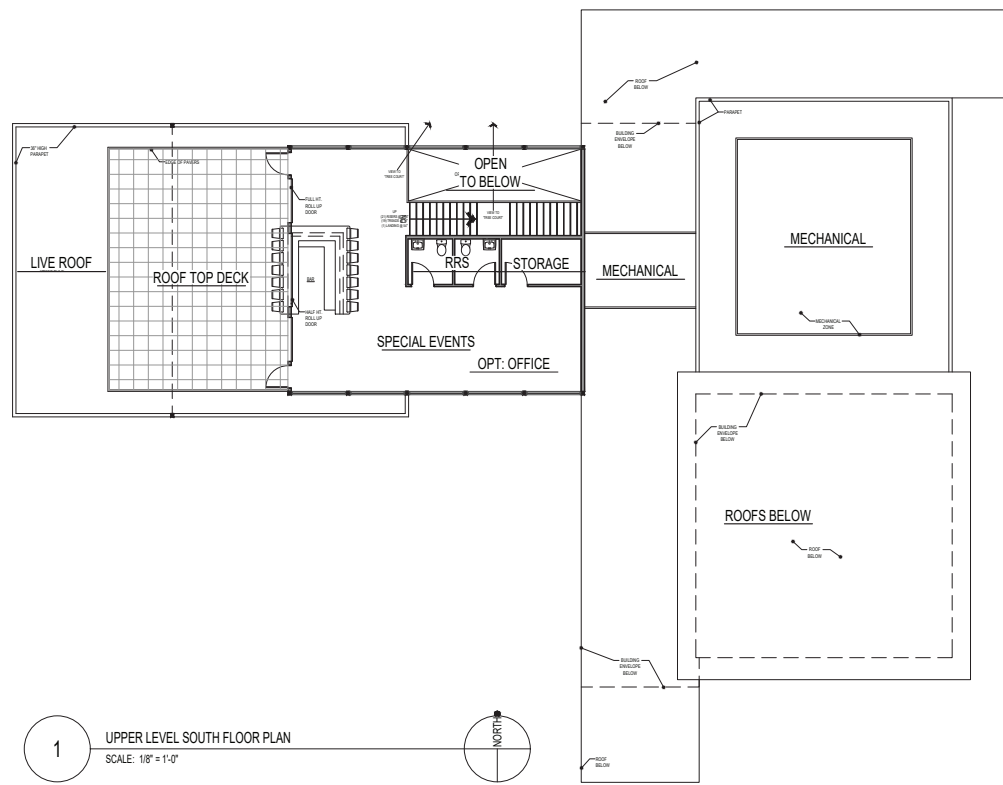
SHEET 15 OF 15
AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
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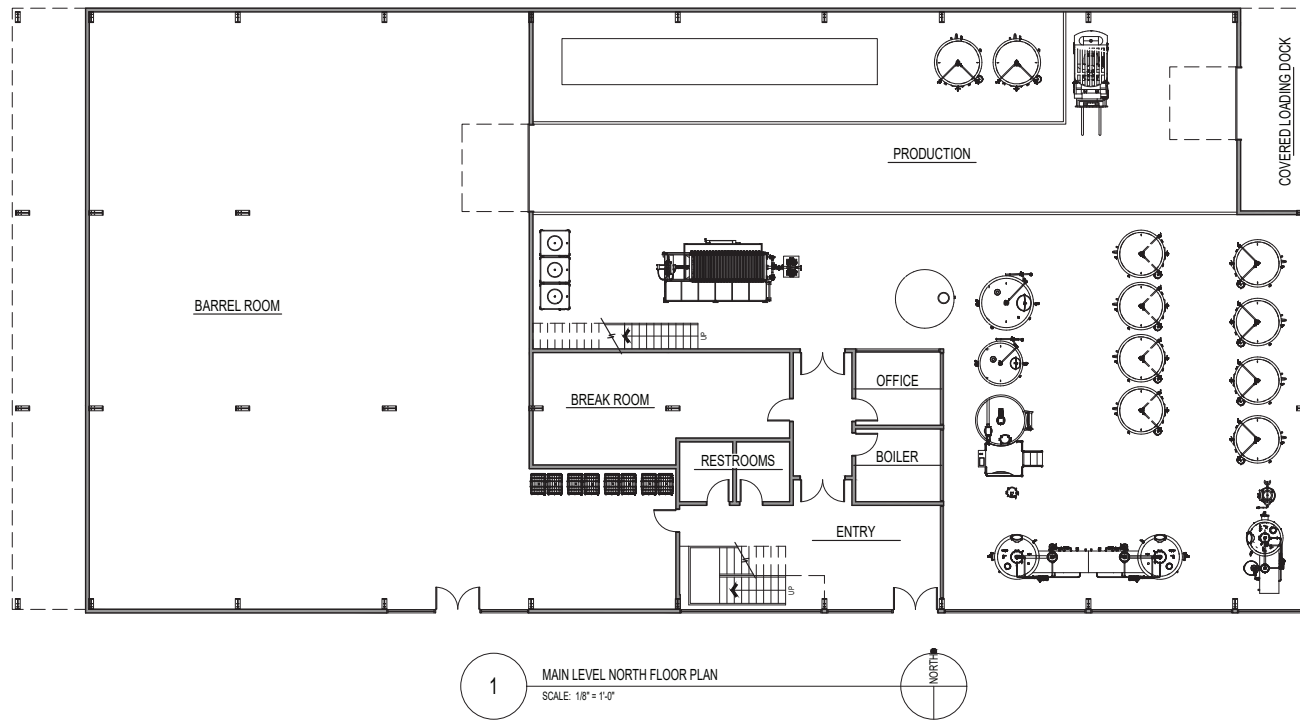
1 MAIN LEVEL SOUTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



1 UPPER LEVEL SOUTH FLOOR PLAN
 SCALE: 1/8" = 1'-0"

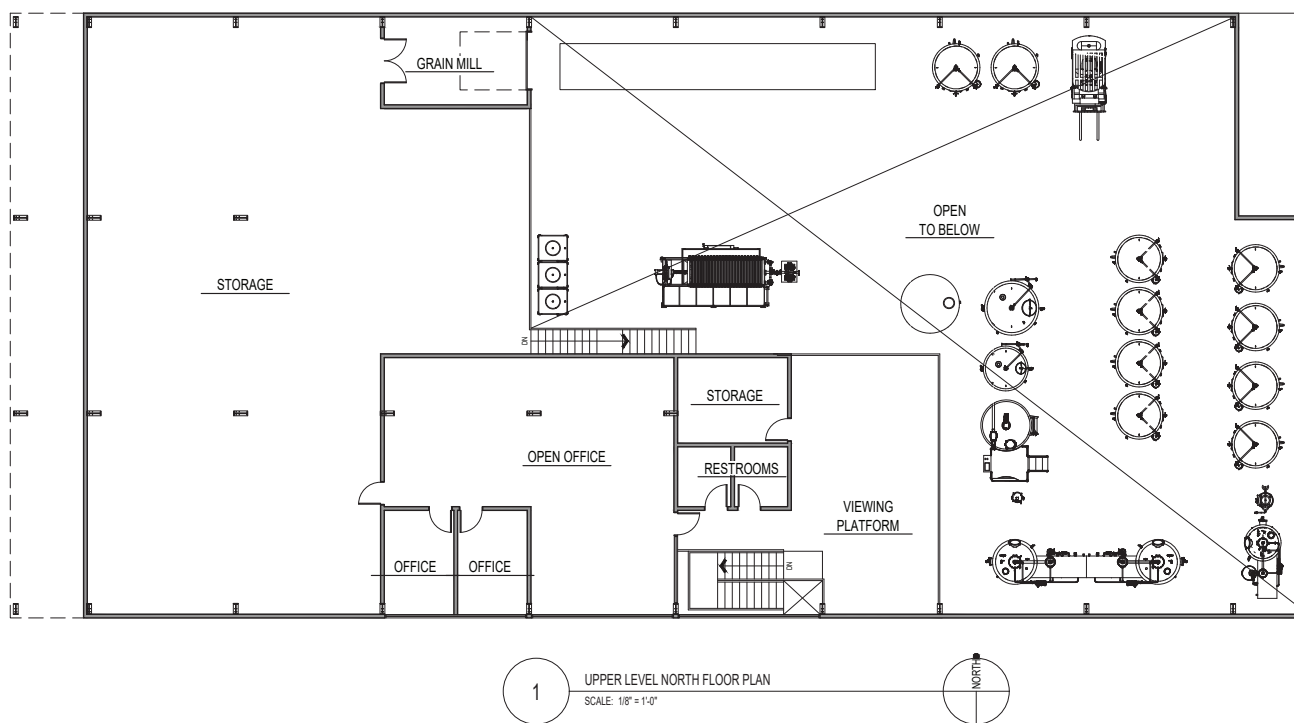
IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
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CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



SHEET NAME:
PRODUCTION MAIN LEVEL FLOOR PLAN

EXHIBIT 3
AUGUST 4, 2023

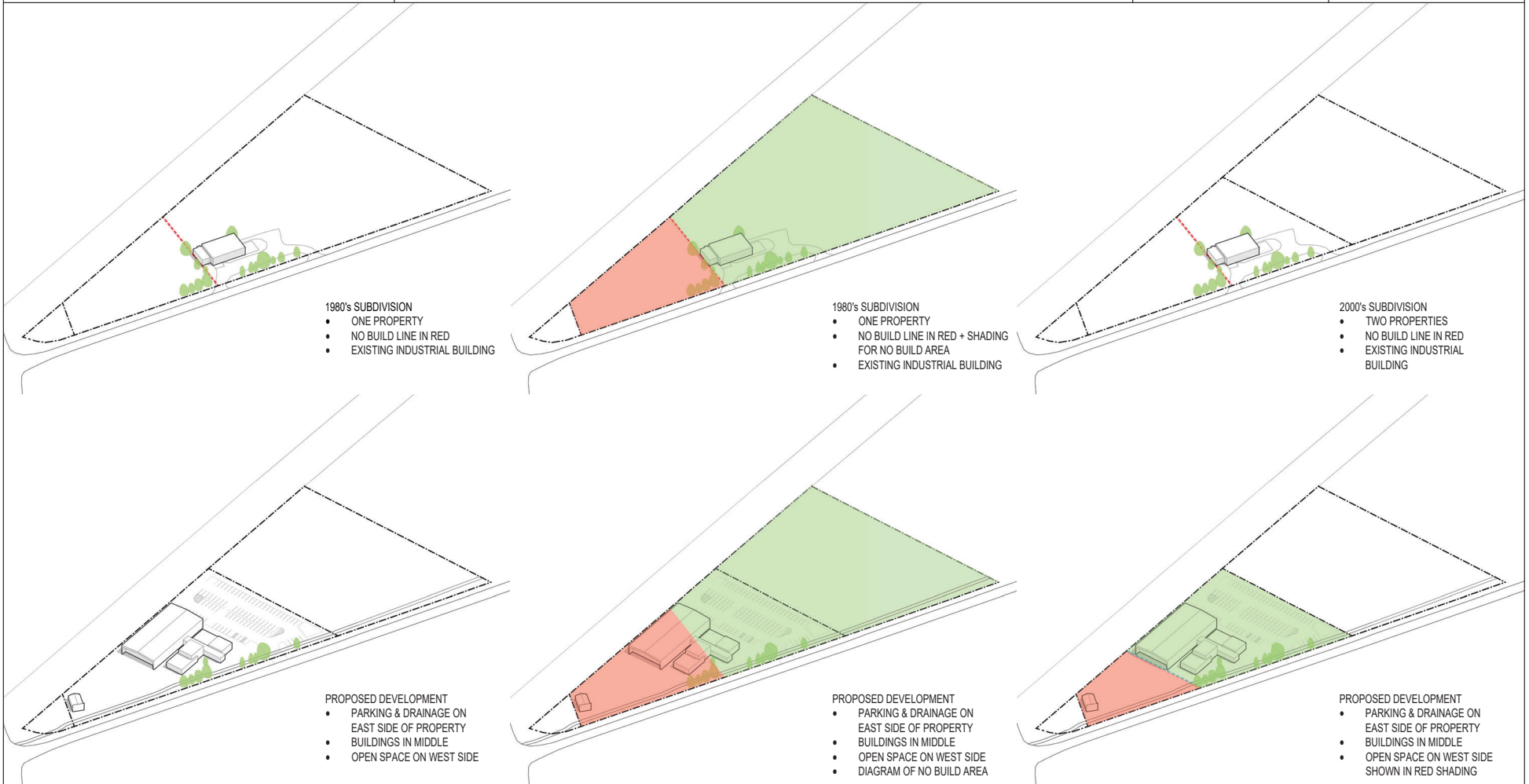
IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
 LOT 1 EMPIRE ROAD SUBDIVISION
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 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



SHEET NAME:
 PRODUCTION UPPER LEVEL FLOOR PLAN

EXHIBIT 4
 AUGUST 4, 2023

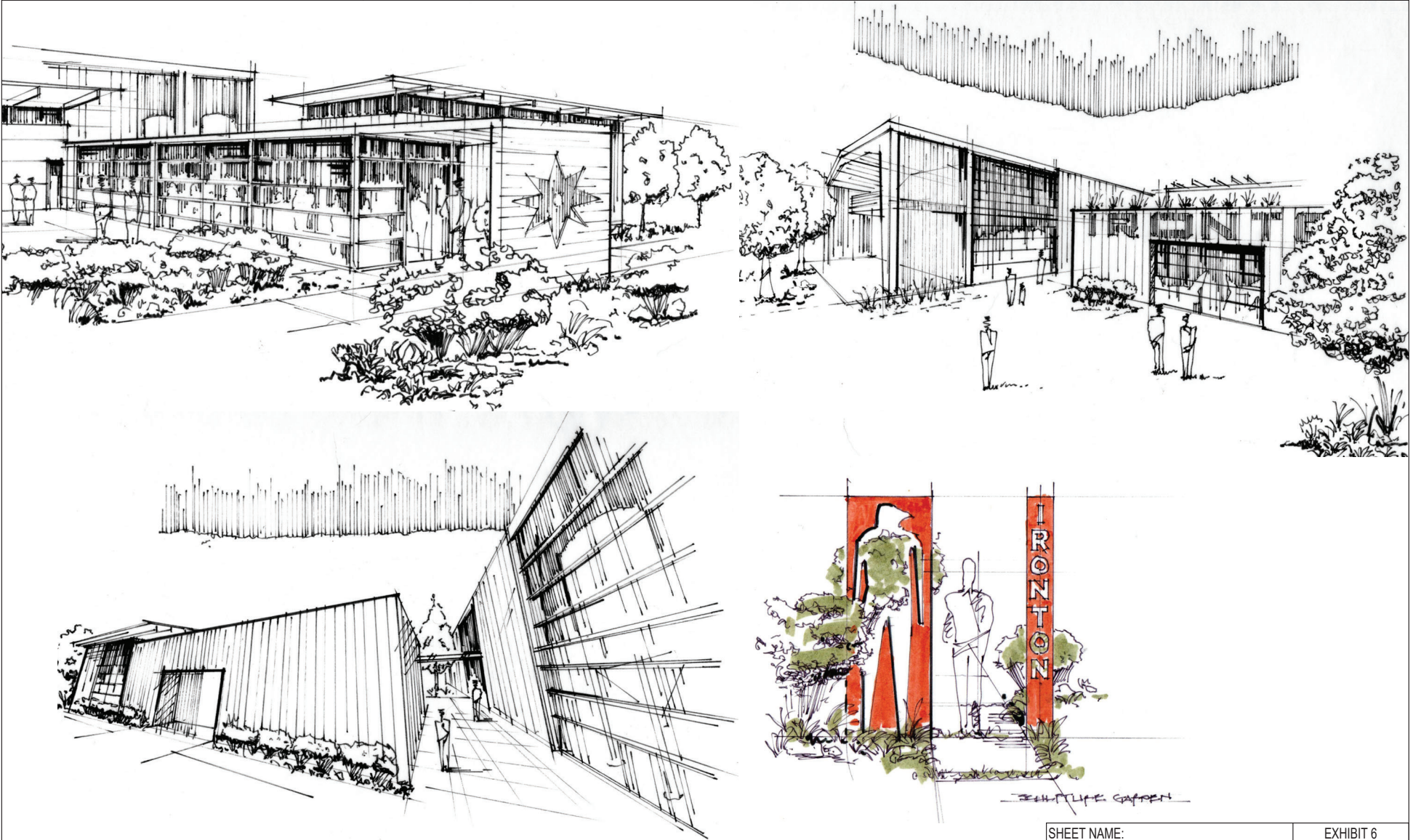
IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



SHEET NAME:
 SITE DIAGRAMS

EXHIBIT 5
 AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

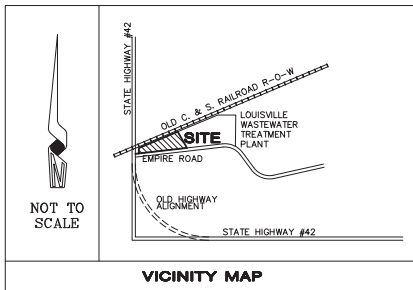


SHEET NAME:
 CONCEPT SKETCHES

EXHIBIT 6
 AUGUST 4, 2023

EMPIRE ROAD SUBDIVISION REPLAT A

AN AMENDED PLAT OF LOT 1, EMPIRE ROAD SUBDIVISION – FINAL PLAT, LOCATED IN THE
SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO
TOTAL AREA = 115,775 SQ. FT., OR 2.66 ACRES, MORE OR LESS



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE OWNER OF
LOT 1, EMPIRE ROAD SUBDIVISION-FINAL PLAT, LOCATED IN SECTION 9, TOWNSHIP 1
SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE,
COUNTY OF BOULDER, STATE OF COLORADO, AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

PARCEL DESCRIPTION:

(PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY)
DEED RECORDED ON 11/08/2017 AT REC. NO. 03624725

LAND ONLY:
LOT 1, EMPIRE ROAD SUBDIVISION – FINAL PLAT, COUNTY OF BOULDER,
STATE OF COLORADO.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED
UNDER THE NAME AND STYLE OF EMPIRE ROAD SUBDIVISION, REPLAT A, A SUBDIVISION OF A
PART OF THE CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, AND BY THESE
PRESENTS DO HEREBY DEDICATE TO THE USE OF THE CITY OF LOUISVILLE AND ALL
MUNICIPALLY OWNED AND/OR FRANCHISED UTILITIES AND SERVICES THOSE PORTIONS OF SAID
REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AND RIGHT-OF-WAYS FOR THE
CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL
SERVICES, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELEPHONE AND
ELECTRIC LINES, WORKS POLES AND UNDERGROUND CABLES, GAS PIPELINES, WATER PIPELINES,
SANITARY SEWER LINES, STREET LIGHTS, CULVERTS, HYDRANTS, DRAINAGE DITCHES AND DRAINS
AND ALL APPURTENANCES THERETO

THE 15 FOOT AND 5 FOOT UTILITY & IRRIGATION EASEMENTS ALONG THE NORTHERLY LOT LINE
ARE DEDICATED TO THE CITY OF LOUISVILLE, THE CITY OF LAFAYETTE, AND BOULDER COUNTY,
AND NON-EXCLUSIVE IRRIGATION USE FOR THE BENEFIT OF THE OWNERS OF THE MAYHOFFER
FARM PROPERTY. THE 5 FOOT UTILITY & IRRIGATION EASEMENT IS TO BE USED AS A
TEMPORARY EASEMENT IN THE EVENT THAT MAINTENANCE AND INSTALLATION OF UTILITIES IN
THE 15 FOOT EASEMENT REQUIRES TEMPORARY RELOCATION OF EXISTING UTILITY LINES AND/OR
IRRIGATION DITCH.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND
COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND
LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, STORM SEWERS AND
DRAINS, STREET LIGHTING, GRADING AND LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT,
SIDEWALKS AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR
AS REQUIRED BY CITY ORDINANCES AND IN ACCORDANCE WITH ANY ARRANGEMENTS MADE WITH
THE CITY OF LOUISVILLE OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE
APPROVED BY THE CITY OF LOUISVILLE, COLORADO AND SUCH SUMS SHALL NOT BE PAID BY
THE CITY OF LOUISVILLE, COLORADO AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED
WHEN ACCEPTED BY THE CITY OF LOUISVILLE, COLORADO, SHALL BECOME THE SOLE PROPERTY
OF SAID CITY OF LOUISVILLE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND
PAVEMENT AND ITEMS OWNED BY MUNICIPALLY FRANCHISED UTILITIES AND/OR OWEST
COMMUNICATIONS, INC. WHICH WHEN CONSTRUCTED OR INSTALLED, SHALL REMAIN THE
PROPERTY OF THE OWNER AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF
LOUISVILLE, COLORADO.

Ownership Signature Block

WITNESS MY/OUR HAND(S) AND SEAL(S) THIS _____ DAY OF

_____, 20____.

LOT 1

OWNER: BASECAMP LOUISVILLE LLC

NOTES

1. FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER 5544-3872715,
DATED DECEMBER 02, 2021 AT 8:00 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED
INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE
PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL
OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON
ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH
DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY
BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN
HEREON.
3. THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
4. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF N001°14'2"E
ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 9, BETWEEN A FOUND
2 1/2" ALUMINUM CAP STAMPED "LEE STADLER S8-S9-S17-S18 L526300" IN A
RANGE BOX AT THE SOUTHWEST CORNER OF SECTION 9 AND A FOUND #6 REBAR WITH
A 3 1/4" ALUMINUM CAP STAMPED "TIS R68W S8-S9 L513155" IN A RANGE BOX AT
THE WEST QUARTER CORNER OF SECTION 9 AS SHOWN HEREON. COLORADO STATE
PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83).
ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND
SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS
TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER
WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY
SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY
GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY
TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES,
CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT
SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX
MONTHS, OR BOTH. 18 U.S.C. § 1858.
6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
7. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE X UNSHADED,
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING
TO THE FEMA FLOOD INSURANCE RATE MAP: COMMUNITY-PANEL NO. 08013C-0582 K,
DATED 08/15/2019. FLOOD INFORMATION IS SUBJECT TO CHANGE.
8. DATES OF FIELDWORK: JANUARY 11-12, 2022 AND JULY 7, 2022
9. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 115,775 SQ. FT. OR 2.66 ACRES.
MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A
DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN
FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR
THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE
RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.

CITY COUNCIL CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY
COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

MAYOR _____ CITY CLERK _____

PLANNING COMMISSION CERTIFICATE:

RECOMMENDED APPROVAL THIS _____ DAY OF _____, 20____,
BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

CHAIRMAN _____ SECRETARY _____

REVISION	DATE
1	
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6	
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8	
9	
10	

EMPIRE ROAD SUBDIVISION
REPLAT A

Flatirons, Inc.
Land Surveying Services

4555 FOURTH AVE.
SUITE 200
BOULDER, CO 80501
PHONE: (303) 441-9600
FAX: (303) 441-9600
7000 N. BROADWAY,
SUITE 200
BOULDER, CO 80501
PHONE: (303) 441-9600
FAX: (303) 441-9600



DRAFT
WORKING COPY ONLY
NOT FOR CONSTRUCTION
DATE: 02/07/2024
BY: T. HENDERSON
CHECKED BY: TDH/JJK/JZG

JOB NUMBER:
21-77,713

DATE:
02/07/2024

DRAWN BY:
T. HENDERSON

CHECKED BY:
TDH/JJK/JZG

SHEET 1 OF 2

AN AMENDED PLAT OF LOT 1, EMPIRE ROAD SUBDIVISION - FINAL PLAT, LOCATED IN THE
SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

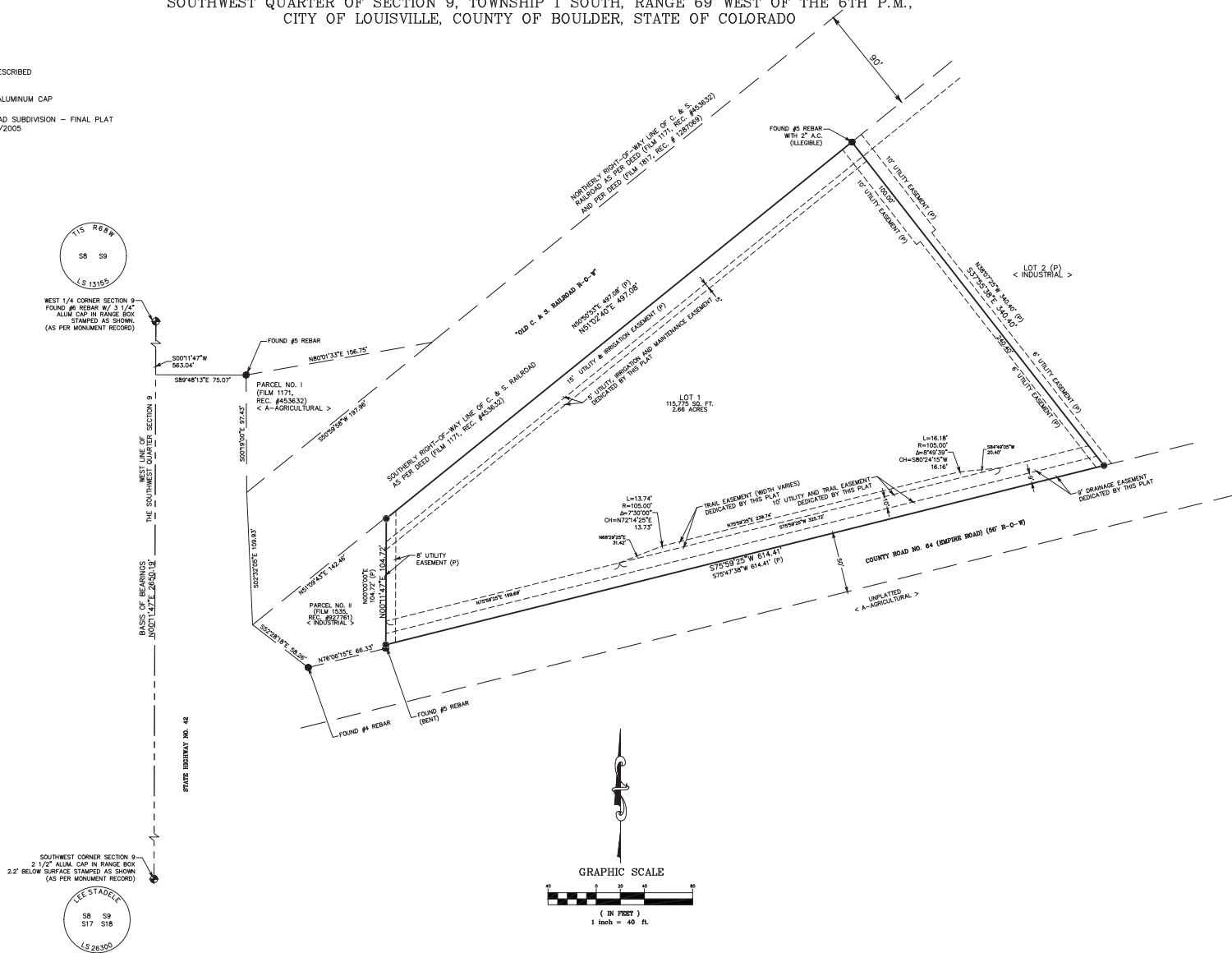
FOUND ALIQUOT MONUMENT AS DESCRIBED

FOUND MONUMENT AS DESCRIBED

SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP
"FLATIRONS SURV 29038"

(P) AS PER THE PLAT OF EMPIRE ROAD SUBDIVISION - FINAL PLAT
REC. NO. 2719793, DATED 09/06/2005

< > ZONING



REVISION	DATE
1	—
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4	—
5	—
6	—
7	—
8	—

EMPIRE ROAD SUBDIVISION
REPLAT A

Flatirons, Inc.

DRAFT
WORKING COPY ONLY
ONLY FINAL VERSION
WILL HAVE STAMP
AND SIGNATURE

JOB NUMBER:
21-77,713
DATE:
02/07/2024
DRAWN BY:
T. HENDERSON
CHECKED BY:
TDH/JJK/JZG

SHEET 2 OF 2

FIRST AMENDMENT TO ANNEXATION AGREEMENT
(Trousil Annexation)

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT (“First Amendment”) is made and entered into this ____ day of _____, 2024, by and between the **CITY OF LOUISVILLE**, a Colorado municipal corporation whose address is 749 Main Street, Louisville, CO 80027 (“City”), and **Basecamp Louisville LLC**, a wholly owned subsidiary of Basecamp Concept LLC, whose address is 3636 Chestnut Pl., Denver, CO 80216 (“Owner”).

WHEREAS, Owner is the owner of real property legally described as Lot 1, Empire Road Subdivision – Final Plat (the “Plat”), according to the plat recorded in the property records of Boulder County on September 6, 2005, at Reception No. 2719793 (the “Property”); and

WHEREAS, the Property is subject to the terms, covenants, and conditions of that certain Annexation Agreement with Robert and Vlasta Trousil for the Trousil Annexation, dated June 3, 1986, and recorded with the Boulder County Clerk and Recorder on October 8, 1986 at Reception No. 00795426 (the “Annexation Agreement”); and

WHEREAS, the Annexation Agreement contains a restrictive covenant prohibiting the construction of structures “west of the west line of the existing structure” located on the Property at the time of annexation, which restrictive covenant was carried forward into the Plat, and referred to as the “no-build zone”; and

WHEREAS, the Owner has submitted an application for Planned Unit Development (PUD) for development of the Property as a distillery to be known as the “Ironton Distillery & Crafthouse,” which application contains a request for a specific exception to the “no-build zone” established under the Annexation Agreement (the “Application”); and

WHEREAS, the Planning Commission held a public hearing on the Application on December 14, 2023, at which evidence and testimony were entered into the record, and following such public hearing approved Resolution 19, Series 2023, recommending approval to City Council of the Application, with conditions, including the condition that this First Amendment be executed and recorded prior to the recording of the Final PUD; and

WHEREAS, the City Council held a public hearing on the Application on March 5, 2024, at which evidence and testimony were entered into the record, and following such public hearing approved the Application, with conditions, including the condition that this First Amendment be executed and recorded prior to the recording of the Final PUD; and

WHEREAS, the parties desire to amend the Annexation Agreement to set forth a specific exception to the “no-build zone” established pursuant to the Annexation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and representations herein set forth, the City and Owner agree as follows:

Section 1. Section 3 of the Annexation Agreement is hereby amended to read as follows:

3. Development. A. Except as provided in Subsection B below, when development of the property occurs, no additional structures shall be constructed west of the west line of the existing structure located on the property at the time of annexation (the “no-build zone”).

B. Notwithstanding the Plat and Subsection A of this Section 3, the Property may be developed in strict compliance with that certain Ironton Distillery Planned Unit Development recorded, _____, 20____, at Reception No. _____, and any City-approved PUD Amendments related to the Property (the “Development”). Upon issuance of a Certificate of Occupancy from the City of Louisville for the development of the site in fulfillment of the PUD referenced above, the no-build zone shall be eliminated from this Annexation Agreement. The intent of this Section is that the no-build zone remain in effect if the PUD referenced above is not developed in whole or substantial part.

Section 2. Attachment; Recording. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns and shall run with the land. This First Amendment shall be recorded in the real property records of the Boulder County, Colorado, Clerk and Recorder.

Section 3. Except as amended by this First Amendment, the Annexation Agreement shall remain in full force and effect in accordance with its terms. All capitalized terms not defined herein shall have the meanings assigned to them in the Annexation Agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the City and Owner have executed this First Amendment to Annexation Agreement as of the day and year first above set forth.

CITY OF LOUISVILLE

By: _____
Chris M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

BASECAMP LOUISVILLE, LLC

By: _____
Lance Peterson,

Title: Manager and Owner

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Lance Peterson, as Manager and Owner of Basecamp Louisville, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

August 4, 2023

Amelia Brackett Hogstad
Historic Preservation Planner
City of Louisville
749 Main Street
Louisville, CO 80027



922A MAIN STREET
LOUISVILLE, CO 80027
T (303) 527-1100
INFO@DAJDESIGN.COM
WWW.DAJDESIGN.COM

RE: 1303 EMPIRE RD PLANNED UNIT DEVELOPMENT APPLICATION

Dear Ms. Brackett Hogstad,

The following narrative is provided in support of the PUD application for the Empire Road Subdivision, Lot 1. Below is a list of documents and drawings in support of this application:

1. Project Cover Sheet, by DAJ Design
2. Development and Utility Sheets, by The Sanitas Group
3. Grading/Drainage and Access Plan Sheets, by The Sanitas Group
4. Landscape Plan Sheets, by Outside L.A.
5. Photometric Plan Sheets, by JCAA
6. Building Elevation Sheets, by DAJ Design
7. Civil Engineering Narrative Letter, by The Sanitas Group
8. Floor Plan Exhibits, completed by DAJ Design

The owner is Basecamp Louisville LLC dba Ironton Distillery & Crafthouse which currently operates in the River North district of Denver. Ironton recently purchased the 1303 Empire Road property in Louisville, and the intent is to entirely relocate their production facility, tasting room, and event center business to Louisville. DAJ Design is acting as architect for the project and is the applicant for this PUD and amended Plat applications.

1303 Empire is a 115,775sf property currently zoned Industrial. The project primarily follows the Industrial Development Design Standards & Guidelines for the site layout, landscape design, and building design. Due to the nature of the project's mixed-use with uses typically not found in the Industrial zoning district (restaurant and event space), the parking is calculated using:

Manufacturing	Chapter 17.20.010.G.1
Restaurant	Chapter 17.20.010.F.5
Event Space	CDDSG 2.2.1.K

The project will include a tasting room with events space in support of the manufacturing component of the project, the distillery. The event space is a commercial space that is a hybrid of a meeting place with a food service component, and seems more similar to Restaurant outlined in the CDDSG. The overall building is modulated into two distinct masses connected as one building by a covered walkway and entry canopy. The northern portion of the building houses the distillery, dry storage, "barrel room" long-term product storage, and office space. The southern portion of the building

houses a tasting room, commercial kitchen, and events space. There will be an additional special event space on the upper level of the tasting room that will open to a 'green' rooftop deck. The north side of the building's uses are labeled in our area calculations table on our Cover Sheet drawing as Manufacturing and Warehouse, and the Tasting Room and Event Space will be combined under the label Restaurant. There is common space located throughout the building and is labeled and calculated separately along with other support areas of the building. The commercial kitchen and bar areas are also called out separately on our area calculation table.



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The tasting room and events spaces open onto a large, community-focused common multi-use outdoor area. This outdoor space will be used for seating, dining, games, and special events; however it is important to note that the outdoor space is to be used as additional seating and its use will be subject to the shared parking agreement with the City. The main public entrance to the facility faces south towards Empire Road and the improved trail, and includes a second entry from the parking lot that follows a path leading to an entry between the north and south sides of the building.

The building is oriented to take advantage of the immediate and distant surrounding views, and has a unique building footprint and shape with significant surface articulation to promote a high degree of architectural interest. Materials being used on the building include: exposed natural gray concrete, concrete board, vertical metal siding, exposed steel and timber, perforated metal panel, and clear glass windows and doors. The production side of the building will have a height of 32'-6" above average grade and the tasting room events roof 30'-6". This proposal is intentionally trying to maintain a scale significantly lower than the IDDSG allowance of a 40'-0" maximum height. There are a number of large wall surfaces on the building, and all have been identified as potential areas for murals to be painted on the building's siding material. Murals will be completed under a separate permitting process.

This proposed development locates the structures in roughly the middle of the property. The parking lot is designed to be located on the eastern portion of the property, and an open "green space" on the western portion of the property. It is Ironton's intent is to use the western portion of the property as garden space to grow essential ingredients for their products, as well as create outdoor space to support their event center activities (weddings, corporate functions, private parties, concerts, etc.). The green space or open area is also intended to act as a minimally developed landscape buffer between the proposed building and Hwy 42 to maintain the rural character of the area. Further, it is the intention of Ironton to landscape and maintain the City-owned parcel between 1303 Empire and Hwy 42. This will help beautify the intersection of Pine-Empire-Hwy 42, creating an improved gateway between the site and downtown along Hwy 42 onto Empire Rd. The development will improve and connect the 'trail' that parallels Empire Rd. in support of pedestrian and bicycle interaction, and that trail is intended to connect to the improved Hwy 42 corridor, once those improvements have been completed.

There are 82 on-site parking spaces being created with this project. Ironton's projections for its new facility in Louisville are as follows: 1) two staff members to be on the distillery floor during production time; and 2) 6 staff members projected to use the offices, and one of those staff members will also be on the distillery floor part time. Ironton only needs 8 total parking spaces to support their distillery production.

Details of the landscaped open space are shown in the Landscape Sheets contained in this application. The proposed landscape design exceeds the IDDSG guidelines and standards, however are applying for two landscape waivers with this application, which include:

1. IDDSG 2.2.1.R, Surface Parking Lots; "Provide landscaped islands at the ends of all rows of parking." We are asking to eliminate this standard due to the site constraints to maximize on-site parking, allow for fire and rescue vehicles to access and easily maneuver on site, and to provide both box truck and semi truck delivery access to the loading dock. The irregular site shape, grading changes from the east side of the parking lot to the west side to allow for property site drainage, and no access ability from the north side of the property limits design possibilities that create limitations for the parking lot layout.
2. IDDSG 5.4.C, Building Site Landscaping; "Loading dock areas shall incorporate evergreen trees and shrubs for screening intermixed with deciduous shrubs for seasonal color." We are asking to eliminate this standard for the project due to the parking lot layout constraints mentioned above in waiver request #1.
3. IDDSG 5.4.D, Building Site Landscaping; "Provide a minimum planting width of 10-feet adjacent to a minimum of 50 percent of the building, with emphasis given to portions of the building visible to the street, or with public entries. These planting areas shall contain the following: deciduous trees at a ratio of one tree per 30 linear feet of building frontage, along with appropriate shrubs, perennial flowers, and ground cover." We are requesting to eliminate this standard for the project due to limitations imposed by the irrigation ditch to the north, parking lot layout constraints mentioned above in waiver request #1, and the programmatic use of the outdoor areas by the event space component of the business.



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Additionally, an opportunity to relocate a historic Louisville building, Joe's Steel Shop, to the west edge of the property is being proposed. This renovated 960 sf building would function as a special event structure and would serve as an introduction to Ironton from those traveling from the west to the site. The relocation of Joe's Steel Shop will be done through a separate process utilizing the historic preservation program through a landmark application, alteration certificate request, and a request for grant funding to restore and preserve the building.

Amended Plat

There are no boundary line changes being proposed to the current plat. The amended plat provides a 9' wide Drainage Easement that extends from the south property line north to the top of the proposed ditch bank. The drainage easement width is reduced 9' to include just the site elements (ie. ditch) that will convey storm drainage. The easement width is sufficient to provide stormwater conveyance for either an open ditch with freeboard or a future piped storm sewer main. The proposed 10' wide Trail and Utility easement that is located north of the Drainage Easement provides for an 8' trail with 1' shoulders on either side of the trail. The trail can provide maintenance access to the adjacent ditch.

Several existing mature trees are located north of the existing roadside ditch. The property owner desires to save seven (7) of these trees. The proposed trail will be routed further north around to trees to avoid adverse impacts to the trees and future trail users. An additional trail easement is

provided where the trail shifts north away from the existing trees. Please refer to the site development plan to see the existing trees that are desired to remain and the trail routing configuration.

The Existing 10' wide Exclusive Utility and Irrigation Easement will be vacated by a separate instrument. In consultation with Public Works staff, the existing easement will be replaced with a 5' wide Utility and Irrigation Easement and recorded on the amended plat.

The amended plat retains the Existing 15' Exclusive Utility and Irrigation Easement that parallels the north property line and retains the Existing Utility Easements along the east and west property lines.

The original Empire Road Subdivision established a "No Building Zone" on the western portion of the property. This no build zone roughly aligns with the western edge of the existing building currently located on the property. The "No Building Zone" was established in the mid-1980's when the property was first annexed into the City of Louisville, and the entire property was 5.63 acres, and the actual "No Building Zone" area was a significantly smaller percentage of the overall property. In 2005, the property subdivided into two separate lots, and the "No Building Zone" was not modified and remains on the western lot of the Empire Road Subdivision. Below are site plan diagrams showing the subdivision; the first one is from when it was originally platted as one property, and the second shows it subdivided into two lots. The "No Building Zone" is indicated on both diagrams.



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One can see from the above diagrams that the “No Building Zone” severely restricts reasonable redevelopment of Lot 1, western most lot. Due to the topography of the property sloping from west downwards to the east and the current access points to Empire Road, surface parking and stormwater management areas need to be located adjacent to the west property line which is the downslope end of the property. Once a parking lot is created with drive aisles to allow fire access and vehicular circulation little room is left between the western parking lot limits and the “No Building Zone” line for a building of any reasonable size. We are requesting a complete elimination of the “No Building Zone” without conditions.

Please contact me if you have any questions or concerns at 303-527-1100 or andy@dajdesign.com. Thank you for your consideration.

Warm regards,

Andy Johnson, AIA

EMPIRE ROAD SUBDIVISION REPLAT A
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024 (“Effective Date”), by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation, in the County of Boulder, State of Colorado (“City”), and **BASECAMP LOUISVILLE LLC**, a wholly owned subsidiary of Basecamp Concept LLC, a Colorado limited liability company (“Subdivider”).

WHEREAS, Subdivider has filed with the City an application for a Final Subdivision Plat (“Plat”) for the Empire Road Subdivision Replat A (“Subdivision”), which Plat has been reviewed and approved by the Louisville City Council by Resolution XX, Series 2024 and recorded with the Boulder County Clerk and Recorder on _____, 2024 at Reception No. _____; and

WHEREAS, the Subdivider has also filed with the City an application for Planned Unit Development and Special Review Use for the Ironton Distillery (“Plan”), which Plan has been reviewed and approved by the Louisville City Council by Resolution XX, Series 2024 and recorded with the Boulder County Clerk and Recorder on _____, 2024 at Reception No. _____; and

WHEREAS, the subdivision regulations of the City require that Subdivider enter into a subdivision agreement with the City relative to improvements related to the subdivision of land;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Subdivision Obligation; Scope of Agreement. Subdivider shall be liable for performance of the covenants set forth herein.

1.2 Engineering Services. Subdivider agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the Subdivision and the Schedule of Improvements described in Exhibit A (“Subdivider Improvements”), attached hereto and incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law; and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Subdivider shall construct all Subdivider Improvements in accordance with (i) the plans and specifications approved in writing by the City for the Subdivider Improvements (“Approved Plans”), (ii) the Plat, (iii) the Plan, and (iv) the City’s construction specifications applicable at the time of construction plan approval. City approval of construction plans for the Subdivider Improvements will continue in effect for three (3) years from the date of such approval. In the event that Subdivider desires to commence or perform any construction work based on the Approved Plans after such three (3) year period, Subdivider shall resubmit the subject construction plans to the City for reexamination for compliance with standards and criteria for public improvements in effect for the City as of the date of such reexamination, and the City may require that Subdivider modify the construction plans to comply with City standards and specifications that are in effect at the time of resubmittal.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Manager, or the Manager’s designee, who shall have general responsibility for coordinating development with Subdivider.

1.5 Construction Document Submission and Approval. Subdivider shall furnish to the City complete construction drawings for the Subdivider Improvements, and obtain approval of such drawings prior to commencing any construction work thereon; provided, however, that Subdivider may apply for an early grading permit upon approval of a CDPHE Stormwater Permit

and City Stormwater Management Plan. Said approval or disapproval shall be based upon the standards and criteria for public improvements as established and approved by the City, and the City shall notify Subdivider of all deficiencies, which must be corrected prior to approval. All deficiencies shall be corrected and said drawings shall be resubmitted to and approved by the City prior to construction. City staff will review three submittals of construction drawings. Additional submission of construction drawings that involves further staff review shall be at the expense of the Subdivider.

1.6 Construction Acceptance and Warranty.

(a) No later than ten (10) days after the Subdivider Improvements are completed, Subdivider shall request inspection by the City, which request shall be in writing to the City Department of Public Works. If Subdivider does not request this inspection within ten (10) days of completion of such improvements, the City may conduct the inspection without the approval of Subdivider and provide written notice to Subdivider of reasonable repairs, replacements, construction or other work required. In addition to other information requested by the City, Subdivider shall provide “as-built” drawings, both hard copy and electronic file format acceptable to the City, and a certified statement of construction costs for such improvements no later than thirty (30) days after the Subdivider Improvements are completed. The certification shall be signed by an officer, member or agent on behalf of the Subdivider representing that amounts stated are the actual costs incurred. If Subdivider has not completed the Subdivider Improvements on or before the completion deadline set forth in Section 1.14 and Exhibit A, then (30) days after Subdivider’s receipt of written notice from the City, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement. If the Subdivider Improvements completed by Subdivider are satisfactory, the City shall grant “Construction Acceptance”, after which the Subdivider shall provide a warranty for the Subdivider Improvements and the same shall be subject to “Final Acceptance” as set forth in Sections 1.7 and 1.8 below and other applicable provisions herein. If the Subdivider Improvements completed by Subdivider are unsatisfactory, the City shall provide written notice to Subdivider of the reasonable repairs, replacements, construction or other work required to receive Construction Acceptance. Subdivider shall complete all needed repairs, replacements,

construction or other work within thirty (30) days of said notice, weather permitting. After Subdivider completes the repairs, replacements, construction or other work required, Subdivider shall request of the City a reinspection of such work to determine if Construction Acceptance can be granted, and the City shall provide written notice to Subdivider of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Subdivider's expense. If Subdivider does not complete the repairs, replacements, construction or other work required within thirty (30) days of said notice, then (30) days after Subdivider's receipt of written notice from the City, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement. The City reserves the right to schedule re-inspections, depending upon scope of deficiencies. In addition to the other restrictions set forth in this Agreement, no certificates of occupancy shall be issued for the Subdivision by the Building Division prior to the City's issuance of Construction Acceptance of the Subdivider Improvements.

(b) Prior to Construction Acceptance of the Subdivider Improvements, Subdivider may request reduction in the Improvement Guarantee for any portion of the Subdivider Improvements that (i) have been completed and (ii) constitute a distinct system (e.g. water or sewer lines) or otherwise are reasonably ready to be placed into service independently (e.g. roadways in a particular area), as determined by the City. Such requests shall be made by written notice from Subdivider to the City, accompanied by a certified statement of construction costs for such Subdivider Improvements. If such Subdivider Improvements are satisfactory, as determined by the City, then the City shall reduce the Improvement Guarantee by 80% of the estimated cost of such Subdivider Improvements that are determined satisfactory, such 80% amount to be determined by the City by reference to Exhibit A. Such reductions in the Improvement Guarantee shall not constitute Construction Acceptance. Correction of any unsatisfactory conditions shall be handled as provided above.

1.7 Maintenance, Repair, and Replacement of Improvements. For a two (2) year period from the date of Construction Acceptance of the Subdivider Improvements, Subdivider shall, at its own expense, take or cause its contractor(s) to take all actions reasonable and necessary to maintain said Subdivider Improvements and make all needed repairs or replacements which, in the reasonable opinion of the City, shall become necessary to obtain Final Acceptance of such

Subdivider Improvements. If within thirty (30) days after Subdivider's receipt of written notice from the City requesting such maintenance, repairs or replacements, Subdivider has not completed such maintenance, repairs or replacements, then (30) days after Subdivider's receipt of written notice from the City, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement. The City shall have no maintenance obligations with respect to the Subdivider Improvements prior to Final Acceptance. Notwithstanding anything to the contrary within this Agreement, maintenance after Final Acceptance shall be allocated between the Subdivider and the City in accordance with Section 4.2 and the license and maintenance agreement executed pursuant to Section 4.2(d).

1.8 Final Acceptance. At least sixty (60) days before two (2) years have elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Subdivider shall request by written notice to the City a Final Acceptance inspection. The City shall inspect the Subdivider Improvements and shall notify Subdivider in writing of all deficiencies and necessary repairs. After Subdivider has corrected all deficiencies and made all reasonably necessary repairs identified in said written notice, the City shall issue to Subdivider a letter of Final Acceptance. If Subdivider does not correct all deficiencies and make repairs identified in said inspection to the City's satisfaction within thirty (30) days after receipt of said notice, weather permitting, then (30) days after Subdivider's receipt of written notice from the City, City may exercise its rights to secure performance as is provided in Section 9.1 of this Agreement. If any mechanic's liens have been filed with respect to the Subdivider Improvements, the City may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Subdivider fails to have Subdivider Improvements finally accepted within two (2) years of the date of the issuance of Construction Acceptance, or if the Subdivider Improvements are found not to conform to this Agreement, then Subdivider shall be in default of this Agreement and the City may exercise its rights under Section 9.1 of this Agreement within (30) days after Subdivider's receipt of written notice from the City.

1.9 Reimbursement to City. The City may complete construction, repairs, replacements, or other work associated with Subdivider Improvements for Subdivider pursuant to Sections 1.6, 1.7, 1.8, or 9.1 of this Agreement after Subdivider's receipt of written notice from the City as

required herein. Subdivider shall reimburse the City within thirty (30) days after receipt of written demand and supporting documentation from the City for any funds so utilized by the City in connection with the Subdivider Improvements. If Subdivider fails to so reimburse the City, then (30) days after Subdivider's receipt of written notice from the City, Subdivider shall be in default of the Agreement and the City may exercise its rights under Section 9.1 of this Agreement.

1.10 Testing and Inspection.

(a) Subdivider shall employ, at its own expense, a licensed and registered testing company, previously approved by the City in writing, to perform all testing of materials or construction that may be reasonably required by the City, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results, together with maps clearly indicating the horizontal and vertical test locations, to the City on a timely basis for City review and approval fifteen (15) days prior to commencement or continuation, as applicable, of that particular phase of construction. All utility trench compaction test, concrete compressive strength test and subgrade density test results along with mapping indicating the approximate location of all tests shall be submitted to and approved by the Public Works Department prior to street paving. In addition, at all times during said construction the City shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the Approved Plans and City's construction regulations, and all materials and work not conforming to the Approved Plans and specifications shall be repaired or removed and replaced at Subdivider's expense so as to conform to the approved plans and specifications. A representative of the Public Works Department, Engineering Division shall be present to inspect any pressure leakage testing of potable water lines conducted by Subdivider, and Subdivider shall employ at Subdivider's expense and the City's request, a testing laboratory acceptable to the City to conduct bacteriological tests of the potable water lines after Subdivider has disinfected said lines according to the City's construction regulations. The Subdivider shall be responsible for, and shall promptly pay upon receipt of invoice therefor, all actual costs incurred by the City for

necessary independent contractor inspection services for acceptance and warranty inspections, beyond the customary construction inspections, which are undertaken to resolve disputes regarding completeness or acceptability of public facilities, including streets, sidewalks, storm water infrastructure, water/sewer facilities, irrigation and landscaping improvements constructed within the Subdivision. Such obligation shall be limited to inspections conducted prior to Final Acceptance.

(b) All work shown on the approved public improvement plans requires inspection by the Public Works Department, Engineering Division. Inspectors shall not direct changes to the approved public improvements plans in the field; rather, any changes to the approved public improvement plans shall require written approval by the City Engineer and Subdivider. In the event of any dispute as to whether a change in approved public improvement plans is necessary, construction respecting such work at issue shall not proceed until such dispute is resolved by written approval of the City Engineer and Subdivider. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m., November 1 through March 31, and from 7:00 a.m. to 5:00 p.m., April 1 through October 31. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of 48 hours in advance to the Director of Public Works for approval. All requests for after hours inspection services shall be made on a form provided by the Engineering Division. If the request is approved, Subdivider shall reimburse the City for all direct costs of the after hour's inspection services performed by the Engineering Division (which shall be in addition to any costs required to be paid under 1.10(a), above). If the request is denied, the work shall not proceed after the hours listed above.

1.11 Improvement Guarantees.

(a) Except as may otherwise be expressly provided in this Agreement, Subdivider shall install and pay for all Subdivider Improvements described in Exhibit A or otherwise required by the Subdivision as shown on the approved Plat, Plan, utility plans, and other approved documents on file with the City.

(b) At or prior to recording the Plat, Subdivider shall submit to the City an Improvement Guarantee for all Subdivider Improvements, as set forth in Exhibit A. Said guarantee may be in cash or a letter of credit in form and substance as shown on Exhibit B attached hereto and incorporated herein by reference. Said Improvement Guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee for public improvements shall include, but not by way of limitation, street construction, landscaping and seeding, fencing, street lights, street signs, pavement markings, water, sewer, storm sewer, and irrigation and drainage improvements. The total amount of the Improvement Guarantee for the Subdivision shall be calculated as one hundred and fifteen percent (115%) of the total estimated cost including labor and materials of all Subdivider Improvements to be constructed in the Subdivision as described on Exhibit A.

(c) The estimated cost of the Public Improvements, for which an Improvement Guarantee is required by this Agreement, is \$336,109.

(d) The Plat shall not be recorded and construction of Subdivider Improvements shall not be commenced until the City has approved and accepted the Improvement Guarantee. The Improvement Guarantee shall not be released until Construction Acceptance of the Public Improvements granted by the City, except that the City shall retain fifteen percent (15%) of the total amount of the Improvement Guarantee until Final Acceptance of the Public Improvements is granted, at which time the remaining Improvement Guarantee shall be released.

(e) In addition to any other remedies it may have, the City may, at any time prior to Final Acceptance and upon five (5) days prior written notice to Subdivider (pursuant to Section 9.1), draw on any Improvement Guarantee issued pursuant to this Agreement if Subdivider fails to extend or replace any such Improvement Guarantee at least forty-five (45) days prior to expiration of such Improvement Guarantee. Except to the extent the City draws on the Improvement Guarantee to correct deficiencies and complete Subdivider Improvements as provided herein, any portion of said Guarantee not utilized in correcting the deficiencies and/or

completing the Subdivider Improvements shall be released or returned to Subdivider within thirty (30) days after said Final Acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes nonqualifying, or the cost of Subdivider Improvements and construction thereof is reasonably determined by the City to be substantially greater than the amount of the Improvement Guarantee provided, then the City shall furnish written notice to Subdivider of the condition, and within thirty (30) days of receipt of such notice Subdivider shall provide the City with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 1.11. If such an Improvement Guarantee is not submitted or maintained for the Subdivision as required herein, then Subdivider is in default of this Agreement and is subject to the provisions of Section 9.1 of this Agreement, which may include the suspension of development activities by the City for the Subdivision, including, but not limited to, the issuance of building permits and certificates of occupancy for structures within the Subdivision.

1.12 Indemnification and Release of Liability. Subdivider agrees to indemnify and hold harmless the City, its officers, employees, agents, or servants, and to pay any and all judgments rendered against the City, its officers, employees, agents or servants on account of any suit, action, or claim caused by, arising from, or on account of acts or omissions by Subdivider, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the City, its officers, employees, agents and servants their reasonable expenses, including, but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that Subdivider's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City or conformance with requirements imposed by the City. Said obligation of Subdivider, with respect to the construction of public improvements shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the Subdivider Improvements . Subdivider acknowledges that the City's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, Subdivider or third parties is assumed by such review approval.

1.13 Insurance; OSHA. Subdivider shall, through contract requirements and other normal means, guarantee and furnish to the City proof thereof that all employees and contractors engaged in the construction of improvements under this Agreement are covered by adequate Workers Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.14. Phasing; Construction Deadline. Subdivider shall complete all Subdivider Improvements required hereunder in one phase. Subdivider shall complete all Subdivider Improvements and request Construction Acceptance thereof on or before the date that is 24 months after the date of recording of the Subdivision Agreement.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-way, Easements and Permits. Before the City may approve construction plans for any public improvements required by this Agreement (other than the early grading permit for the Subdivision stormwater facilities as provided in Section 1.5 above), Subdivider shall acquire at its own expense and convey or dedicate to the City, as the City shall determine, all land, rights-of-way and easements necessary for connection of utilities serving the Subdivision and permits and other approvals for the construction of Subdivider Improvements as shown on the Plat, Plan, and Approved Plans. The City shall further have the right to require any such interests before the City may grant Construction Acceptance. The Subdivider shall be responsible at its expenses for obtaining any other easements or permissions as part of the Subdivision development. All such conveyances shall be free and clear of liens, taxes and encumbrances except those acceptable to the City, and shall be by Special Warranty Deed or other instrument of conveyance or dedication in form and substance acceptable to the City Manager or the Manager's designee. All title documents shall be recorded at Subdivider's expense. Subdivider shall also furnish, at its own expense, an ALTA title insurance policy insuring good and marketable title to all real property interest(s) so conveyed, in a form reasonably acceptable to the City Manager or the Manager's designee.

2.2 Construction. The City hereby grants to Subdivider a revocable temporary construction license for the construction and installation by Subdivider of the Subdivider Improvements required hereunder within the publicly dedicated rights-of-way and/or other City-owned land upon which any Subdivider Improvements are to be located. Subdivider shall furnish and install the Subdivider Improvements in conformance with this Agreement, the Plat, Plan, and the Approved Plans. If Subdivider does not meet the above obligations, then Subdivider shall be in default of the Agreement and the City may exercise its rights under Section 9.1 of this Agreement. Subdivider shall provide the Public Works Department, Engineering Division with certified Record Plan Transparencies on Black Image Diazo Reverse Mylars upon completion of the Subdivider Improvements, electronic files of such plans, and other documents as required by the City. These documents shall show “as-built” locations of Subdivider Improvements. Such documents shall be provided to the City prior to the granting of Construction Acceptance.

2.3 Utility Coordination and Installation. In addition to the improvements described on Exhibit A, Subdivider shall also be responsible for coordination of and payment for installation of onsite and offsite electric, street lights, natural gas, telephone, cable and other utilities for the Subdivision. All utilities shall be placed underground to the extent required by City Code. All utility plans shall be approved by the City prior to construction of such utilities, excluding construction specific to or associated with the early grading permit.

2.4 Surveying Monumentation. Property corners of all dedicated and licensed parcels, and of all private property, shall be monumented to Colorado professional land survey standards.

3.0 STREET AND PUBLIC TRAIL IMPROVEMENTS

3.1 Definitions. For the purposes of this Agreement, “street improvements” shall be defined to include, where applicable, but not limited to, all improvements within the right-of-

way such as sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, underground utilities, sidewalks, street shoulders, bicycle paths, traffic signs, street lighting, street name signs, landscaping and drainage improvements. “Trail improvements” shall be defined to include, where applicable, but not limited to, all improvements within public rights-of-way, public lands, or public trail easements as specified in the Plat, Plan and Approved Plans.

3.2 Street Improvements. All street improvements shall be constructed and installed by Subdivider pursuant to the Plan, Approved Plans, City-approved specifications, and the Schedule of Improvements attached as Exhibit A. All street improvements shall be completed and receive Construction Acceptance by the deadline set forth in Section 1.14. Street improvements other than curbs, gutters, walks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. Subdivider shall coordinate asphalt paving activities to occur when temperatures are acceptable to the City. The final (top) layer of asphalt paving shall be installed between May 1 and September 1. The lower layers of asphalt paving shall be installed between March 1 and October 31 and when ambient temperatures meet City Design and Construction Standard requirements.

3.3 Public Trail Installation. Subdivider shall install, at its expense, trail improvements consistent with the Plan and Approved Plans. The trail improvements shall be completed and receive Construction Acceptance by the deadline set forth in Section 1.14 and shall be maintained by Subdivider as provided in Section 4.2.

3.4 Street Signs, Traffic Signs and Striping. City will install, at Subdivider’s expense, street name signs on local, collector and arterial streets, and stop signs, speed limit and other signs on local streets. Subdivider shall install, at its expense, signs and striping on collector and arterial streets in a manner reasonably approved by the City and in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.

4.0 LANDSCAPING

4.1 Landscape Improvements. For public lands and rights-of-way, Subdivider shall furnish to the City complete final landscape and irrigation plans and obtain approval by the City Manager or the Manager's designee prior to commencement of construction of any public improvements. Subdivider shall construct landscape and irrigation improvements as required in the City approved landscape and irrigation plans. For private landscape improvements, Subdivider shall furnish a final landscape plan to the City Manager or Manager's designee in accordance with the Plan and obtain approval of such plan prior to installation of landscape and hardscape improvements. The City shall issue its written approval or disapproval of any proposed modification as expeditiously as reasonably possible. All landscape plans shall include construction plan details for irrigation system improvements. Subdivider shall obtain and pay all tap fees and other fees for any irrigation taps required for the development of the Subdivision.

4.2 Maintenance Obligations for Landscape and Trail Improvements.

(a) Subdivider shall be responsible at its expense for all maintenance and upkeep of all landscape improvements installed for the Subdivision, including without limitation maintenance, repairs and replacements per Section 1.7 of this Agreement, and maintenance, repairs and replacement of all landscape improvements within public or private property, including on the City-owned parcel identified as Parcel II in the deed recorded with the Boulder County Clerk and Recorder on July 1, 1988 at Reception No. 927761 ("Parcel II"). The City shall have no maintenance obligations at any time for any of the landscape improvements for the Subdivision.

(b) Subdivider shall be responsible at its expense for all maintenance and upkeep of all trail improvements installed for the Subdivision, including without limitation maintenance, repairs and replacements per Section 1.7 of this Agreement, and maintenance,

repairs and replacement of all trail improvements within public or private property, including on Lot 1, Empire Road Subdivision, as identified on the plat recorded with the Boulder County Clerk and Recorder on September 6, 2005 at Reception No. 2719793. The City shall have no maintenance obligations at any time for any of the trail improvements for the Subdivision. Snow removal from trails shall be provided by the Subdivider.

(c) Prior to the issuance of Construction Acceptance, the City and Subdivider shall enter into a maintenance and license agreement further detailing Subdivider's maintenance responsibilities for the landscape and trail improvements. The maintenance and license agreement shall also require a financial guarantee to secure Subdivider's maintenance responsibilities.

(d) The City shall have the right but not the obligation, in its sole discretion, to maintain the improvements and facilities required to be maintained by Subdivider pursuant to subsections (a-b), above. If Subdivider fails to adequately maintain the improvements or facilities and, within fourteen (14) days after the date of written notice from City, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then City may do so at Subdivider's expense, and the City, its employees, agents and contactors shall have the right to enter, over, through and across the properties upon which such facilities are located for purposes of exercising the City's rights hereunder. Notwithstanding the foregoing, the City may, in the event of an emergency, as determined by the City in its sole discretion, clean, cure or correct any damage or condition caused by Subdivider's failure to adequately maintain the improvements or facilities, as necessary to alleviate the condition(s) giving rise to the emergency. Subdivider shall reimburse the City for the cost of such maintenance. If Subdivider fails to reimburse the City for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the City describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien upon the property where the work occurred until paid in full, with priority

over all other liens, except general tax liens, and which lien shall be certified to the County treasurer and collected in the same manner as other taxes are collected. Subdivider further agrees that the City may also pursue any and all other remedies available at law or in equity.

(e) Subdivider may assign its ownership, operation and maintenance obligations under this Section 4.2 (including those after Construction Acceptance) to an association of property owners duly formed in accordance with the Colorado Common Interest Ownership Act (the “Owners’ Association”), provided City is given prior written notice of such assignment, which notice shall include a written assumption of such obligations executed by the Owners’ Association, and such successor Owners’ Association shall be bound by all applicable terms and conditions of this Agreement (specifically including but not limited to the provisions of this Section 4.2), the Plat, the Plan, Approved Plans and other applicable documents regarding maintenance of improvements. Upon such assignment, notice and assumption, the Owner’s Association shall have primary responsibility for the maintenance responsibilities of this Section 4.2.

4.3 Surface Repairs within City of Louisville Easements. The City shall have no obligation to repair or replace landscaping, irrigation, pavement, sidewalk, curb/gutter, trail improvements and private subdivision improvements within the City’s easements that are damaged by the City in connection with its operation or maintenance of the water main, sewer main or City-owned portion of water service, excepting only damages resulting from the gross negligence or willful and wanton act or omission of the City, and in such case liability therefor shall be determined in the manner, and subject to all provisions, limits, immunities and other protections of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 *et seq.* Except for damages arising from the gross negligence or willful and wanton act or omission of the City, any damaged improvements in the utility easements shall be repaired by the Subdivider at its expense.

5.0 WATER MAINS

5.1 Specifications. All water mains, lines, facilities and appurtenances thereto shall be constructed and installed by Subdivider pursuant to City approved plans, specifications, and the Schedule of Improvements attached as Exhibit A, including both onsite and offsite improvements.

6.0 SEWER LINES; DRAINAGE IMPROVEMENTS

6.1 Sewer Specifications. All sanitary and storm sewer mains, lines, and appurtenances thereto shall be constructed and installed by Subdivider pursuant to City approved plans, specifications, and the Schedule of Improvements attached as Exhibit A, including both onsite and offsite improvements.

6.2 Drainage Improvements.

(a) Drainage improvements for the Subdivision shall be constructed by Subdivider in accordance with plans and specifications approved by the City. No building permits shall be issued until the City approves drainage improvement plans in writing. The City shall issue its written approval or disapproval of such plans as expeditiously as reasonably possible. Subdivider shall provide temporary erosion control during overlot grading until drainage improvements are installed.

(b) Any changes from the approved drainage plans with respect to grade elevation or storm drainage facility configuration that occur as a result of construction of buildings and/or other development of lots, whether by Subdivider or other parties, shall require the approval of the City. The City may withhold the issuance of building permits and certificates of occupancy until the City has approved such changes as being accepted for the safe and efficient delivery of storm drainage water.

6.2 Maintenance Obligations for Drainage Improvements.

(a) All on-site and off-site stormwater facilities and off-site connections to public storm facilities serving the Subdivision shall be owned, operated and maintained by the Subdivider. Such maintenance shall include but not be limited to, repair and replacement of detention pond structures, mowing, control of weeds, removal of trash and debris, and other activities necessary to keep the stormwater facilities in proper working order. The Subdivider shall execute a Stormwater Best Management Practices (BMP) agreement for such facilities consistent with the requirements of the Louisville Municipal Code (Section 13.36.160) prior to Construction Acceptance.

(b) The City shall have the right but not the obligation, in its sole discretion, to maintain the improvements and facilities required to be maintained by Subdivider pursuant to subsection (a), above, in accordance with the provisions of Section 4.2(d).

(c) Subdivider may assign its ownership, operation and maintenance obligations under this Section 6.2 (including those after Construction Acceptance) to an Owners' Association, in accordance with the provisions of Section 4.2(e).

7.0 OTHER IMPROVEMENTS

7.1 Street Lights. The total cost of street light installation shall be Subdivider's obligation. Subdivider shall cause, at its own expense, Public Service Company of Colorado to install all required street lighting pursuant to City plans and specifications, including on adjacent streets. Said street lights shall be LED lights, and shall be installed concurrently with the streets on which they are located.

7.2 Trash, Debris, Mud; Security. Subdivider agrees that during construction of the Subdivision and improvements described herein, Subdivider shall take any and all steps necessary to control trash, debris and wind or water erosion in the Subdivision in compliance with all applicable laws, regulations and codes for the Subdivision. If the City determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, Subdivider agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by City. If Subdivider does not abate said nuisance or if an emergency situation exists, to be determined by the City in its sole discretion, the City may abate the nuisance and/or correct any damage or injury without notice to Subdivider at Subdivider's expense. Subdivider also agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights of way and to immediately remove such mud and debris from public rights of way after notification by the City. If Subdivider does not abate, or if an emergency exists, City may abate at Subdivider's expense. Subdivider at its expense and as directed by the City shall take appropriate measures to secure public-dedicated areas against public entry until such time as the City determines such areas are to be opened to public use.

7.3 Operation of Construction Equipment.

(a) Pursuant to Section 9.34.040 of the Louisville Municipal Code the operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on legal holidays and weekends, the hour of 8:00 a.m. The Planning Director may, upon written application from Subdivider, alter the hours of operation for good cause.

(b) The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m.

and 8:00 a.m. on legal holidays and weekends. Upon written request from Subdivider, the hours of operations may be altered by the Director of Public Works.

8.0 SPECIAL PROVISIONS

[intentionally omitted]

9.0 MISCELLANEOUS TERMS

9.1 Breach of Agreement. In the event that Subdivider should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of Subdivider by the City, unless the City in writing and in its sole discretion designates a longer cure period, then the City may draw upon the Improvement Guarantee and complete the necessary improvements at Subdivider's expense. Subdivider's expense shall be limited to the costs incurred by the City, as defined herein. Notice by the City to Subdivider will specify the conditions of default. In the event that no Improvement Guarantee has been posted or the Improvement Guarantee has been exhausted or is insufficient for which the default has occurred, then the City has the right to begin work on the improvements at the expense of Subdivider. If the City determines in its sole discretion that an emergency exists, such that the improvements must be completed in less than seven (7) days, the City may immediately draw upon the Improvement Guarantee, if available, and may complete the improvements at Subdivider's expense even if the Improvement Guarantee is not available; in such event, the City shall use its best efforts to notify Subdivider at the earliest practical date and time. The City may also, during any notice and/or cure period and until completion of the improvements or other performance required under this Agreement and stated in the default notice, withhold, any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the City from pursuing any other remedy at law or in equity which may be

appropriate under City, state or federal law. Failure to timely complete construction of improvements for which is solely due to inclement weather shall not be considered a breach of the Agreement. Any costs incurred by the City, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Subdivider shall be the responsibility of Subdivider. The City may deduct these costs from the Improvement Guarantee.

9.2 Recording of Agreement. The City shall record this Agreement at Subdivider's expense immediately upon execution hereof in the office of the Clerk and Recorder, County of Boulder, State of Colorado, and the City shall retain the recorded Agreement.

9.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

9.4 Assignment, Delegation and Notice. This Agreement, or any part of this Agreement, may not be assigned by the Subdivider to any other party without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Maintenance obligations may be assigned to the Owner's Association as provided in this Agreement, and consent with respect to any such proposed assignment of maintenance obligations, if any, after Final Acceptance shall not be unreasonably withheld, conditioned or delayed. Subdivider shall provide to the City for approval written notice of any proposed assignment of any obligations under this Agreement to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. Subdivider and any successor shall, until written City approval of the proposed assignment and delegation of obligations, be jointly and severally liable for the obligations of Subdivider under this Agreement, but upon such City written approval, Subdivider shall be released from the obligations governed by such written approval. The City may require as part of any such approval that the successor execute its consent to such assignment to be bound by

specified terms and conditions hereof and/or of applicable provisions of the Plat, the Plan and other applicable documents.

9.5 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

9.6 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY:

City of Louisville
City Manager
749 Main Street
Louisville, CO 80027

with a copy to:

Kelly PC
City Attorney
749 Main Street
Louisville, CO 80027

SUBDIVIDER:

Basecamp Louisville, LLC
Attn: Lance Patterson
3636 Chestnut Place
Denver, CO 80216

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

9.7 Force Majeure. Whenever Subdivider is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, the City

may, in its sole discretion, grant a reasonable extension of time if the performance cannot as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Subdivider.

9.8 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and approvals shall not be unreasonably withheld, conditioned or delayed.

9.9. Previous Agreements. All previous written and recorded agreements between the parties, their successors, and assigns, shall remain in full force and effect; provided, however, this Agreement shall control in the event of any direct conflict with the provisions of such prior agreements.

9.10 Title and Authority. Subdivider warrants to the City that it is the record owner for the property within the Subdivision or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter into this Agreement.

9.11 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of Subdivider or any agent thereof, any provision of the Agreement is held to be violative of the City, state, or federal laws and hereby rendered unenforceable, the City, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

9.12 Agreement Status after Final Acceptance. Upon Final Acceptance by City of all improvements and compliance by Subdivider with all terms and conditions of this Agreement, and upon the City's fulfillment of all its obligations in this Agreement, and provided that no litigation or claim is pending relating to this Agreement, then the provisions

of this Agreement concerning the initial construction of public improvements shall no longer be in effect.

EXHIBIT A

SCHEDULE OF IMPROVEMENTS

1303 Empire PUD Public Improvements
Engineer's Opinion of Probable Cost



Project: 1303 Empire (Ironton)
 TSG Project No.: B1428
 Drawing Reference: "Civil Engineering Documents - Ironton Distillery PUD"
 12/5/2023

Prepared By: TSG
 Reviewed By: CCS
 Date: 12/05/23
 Revised 2/6/24

PUBLIC IMPROVEMENTS					
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Item Cost
	EMPIRE ROAD RIGHT OF WAY				
1	SAWCUT EXISTING ASPHALT	770	LF	\$ 2.50	\$ 1,925
2	REMOVE EXISTING ASPHALT	275	SY	\$ 8.00	\$ 2,200
3	FINE GRADING	300	SY	\$ 2.50	\$ 750
4	SUBGRADE PREPARATION	300	SY	\$ 5.00	\$ 1,500
5	AGGREGATE BASE COURSE (CLASS 6) (Depth=12")	500	CY	\$ 62.00	\$ 31,000
6	HOT BITUMINOUS ASPHALT (Depth=6")	102	TON	\$ 125.00	\$ 12,750
7	STD CONCRETE PAVEMENT (DRIVE PAN) (CDOT Class P)(Depth=8")	32	SY	\$ 110.00	\$ 3,520
8	STD CONCRETE PAVEMENT (CONCRETE WALK) (CDOT Class B)(Depth=6")	22	SY	\$ 80.00	\$ 1,760
9	ADA CONCRETE CURB RAMPS (CONCRETE DRIVE) (CDOT Class B)(Depth=8")	2	EA	\$ 1,500.00	\$ 3,000
10	CROSS WALK STRIPING	1	LS	\$ 1,000.00	\$ 1,000
11	PEDESTRIAN SIGNAL POLES (@ CROSSWALK)	2	EA	\$ 5,000.00	\$ 10,000
12	SOFT SURFACE TRAIL (LOT 1)	512	SY	\$ 45.00	\$ 23,040
13	SOFT SURFACE TRAIL (LOT 2)	258	SY	\$ 45.00	\$ 11,610
14	SOFT SURFACE TRAIL (PARCEL II)	98	SY	\$ 45.00	\$ 4,410
15	RELOCATE EXISTING SIGNS	1	EA	\$ 750.00	\$ 750
16	CONCRETE CULVERT HEADWALL	2	EA	\$ 2,500.00	\$ 5,000
17	29"x45" HERCUL CULVERT	122	LF	\$ 200.00	\$ 24,400
18	FLARED END SECTION	1	EA	\$ 1,500.00	\$ 1,500
19	36" RCP CULVERT	45	LF	\$ 150.00	\$ 6,750
20	6' STORM FLATTOP MANHOLE	1	EA	\$ 10,000.00	\$ 10,000
21	STD. 6" CURB & GUTTER	16	LF	\$ 50.00	\$ 800
22	FIRE HYDRANT SETTING	2	EA	\$ 3,500.00	\$ 7,000
23	8"x6" SWIVEL TEE	3	EA	\$ 1,500.00	\$ 4,500
24	6" GATE VALVE	3	EA	\$ 800.00	\$ 2,400
25	6" DIP FIRE LINE TO HYDRANT	145	LF	\$ 95.00	\$ 13,775
26	6" DIP FIRE LINE FOR BUILDING (STUB INTO LOT)	50	LF	\$ 95.00	\$ 4,750
27	WATER SERVICE TAP	3	EA	\$ 1,500.00	\$ 4,500
28	WATER SERVICE (TYPE K COPPER) (STUB INTO LOT)	150	LF	\$ 130.00	\$ 19,500
29	WATER METER SETTING	3	EA	\$ 2,500.00	\$ 7,500
30	4' SANITARY MANHOLE CONNECTION TO EXISTING	1	EA	\$ 7,500.00	\$ 7,500
31	6" SANITARY SEWER SERVICE (STUB INTO LOT)	20	LF	\$ 150.00	\$ 3,000
32	PARCEL II (CITY) ORNAMENTAL TREES	16	EA	\$ 650.00	\$ 10,400
33	PARCEL II (CITY) IRRIGATION	6,000	SF	\$ 1.50	\$ 9,000
34	GENERAL EARTHWORK (CUT OT FILL)	200	CY	\$ 25.00	\$ 5,000
Subtotal Public Improvements =					\$ 256,490
CONSTRUCTION GENERAL CONDITIONS					
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Item Cost
1	CONSTRUCTION SURVEYING	1	LS	\$ 5,000.00	\$ 5,000
2	MOBILIZATION (5%)	1	LS	5%	\$ 12,825
3	MATERIALS TESTING (1%)	1	LS	1%	\$ 2,565
4	CONSTRUCTION MANAGEMENT & OVERHEAD (8%)	1	LS	6%	\$ 15,389
Subtotal Construction General Conditions =					\$ 35,779

SUBTOTAL: PROBABLE CONSTRUCTION COST	\$	292,269
15% CONTINGENCY	\$	43,840
ESTIMATE OF PROBABLE CONSTRUCTION COST	\$	336,109

Notes:

¹ This Opinion of Probable Construction Cost (Level 1) is based on PUD entitlement level documents. Construction level plan documents are not developed at this time. This Opinion of Probable Cost is not a formal construction cost estimate.

EXHIBIT B
IRREVOCABLE LETTER OF CREDIT
STANDARD FORM

[date of Letter of Credit - the date the credit is opened]

City of Louisville
749 Main Street
Louisville, CO 80027

Attn: Director of Planning:

We hereby issue our Irrevocable Letter of Credit Number in your favor for the account of _____, in an amount not to exceed _____ effective immediately and expiring at our counters on (except November-February) or any extended expiration date as indicated below.

Funds under this Letter of Credit are available for payment by sight, by presentation of your sight draft(s) substantially in the form of Exhibit "A" accompanied by your written certificate substantially in the form of Exhibit "B".

Partial and multiple drawings are permitted.

This Letter of Credit will automatically be extended for a period of sixty (60) days from the present or any future expiration date unless we notify you in writing by certified mail thirty (30) days prior to any expiration date that we elect not to renew this Letter of Credit for any additional period.

We hereby engage with you that all drawings in conformity with terms and conditions of the Letter of Credit will be duly honored upon presentation to our counters on or before any expiration date as indicated above.

All bank charges, including any advising bank charges, are to be charged to (account party's name).

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, the bank shall give the City written notice, and send copy of this notice by FAX to the City of Louisville (Attn: City Manager), within three business days of presentment of any nonconforming draft that the purported negotiation was not effective in accordance with the terms and conditions of the Letter of Credit, stating with particularity the reasons therefore. The bank will hold all documents at the bank for the City, or send them to the City, at the City's option. Any such nonconforming demand may be

corrected and resubmitted within three (3) business days of receipt of the bank's mailed notice of nonconformity. A resubmittal will be deemed to have been presented to the bank on the date of the original demand for payment.

We are a current member of (FDIC) (FSLIC).

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 revision, ICC publication number 500.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which the Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Sincerely,

(Bank)

EXHIBIT A TO LETTER OF CREDIT
DRAFT FOR PAYMENT DRAWN UNDER

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____, 20 ____.

PAY TO: the account of the City of Louisville, Colorado, Account

No. _____, at _____,

Colorado, THE SUM OF _____ DOLLARS

(\$ _____).

CITY OF LOUISVILLE, COLORADO

By: _____
City Manager

EXHIBIT B TO LETTER OF CREDIT

To: _____

CERTIFICATE FOR PAYMENT

The undersigned, a duly appointed officer of the City of Louisville, Colorado (the "City"), hereby certifies to _____ (the "Bank"), with reference to the Bank's Irrevocable Letter of Credit No. _____ (the "Letter of Credit"), issued by the Bank in favor of the City, that:

- (1) The undersigned is the City Manager for the City.
- (2) The City is authorized to make a drawing under the Letter of Credit.
- (3) The amount which is due and payable from the Letter of Credit is \$_____, and the amount of the sight draft accompanying this certificate does not exceed such amount.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of the _____ day of _____, 20__.

CITY OF LOUISVILLE, COLORADO

By: _____
City Manager

LICENSE AND MAINTENANCE AGREEMENT

(Use of a City Parcel at 1303 Empire Road for Landscape, Trail and Utilities)

THIS LICENSE AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation, in the County of Boulder, State of Colorado (“City”), and **BASECAMP LOUISVILLE LLC**, a Colorado limited liability company doing business as Ironton Distillery, and its successors and assigns (“Developer”). The City and Developer are collectively referred to as “the Parties,” and Developer is sometimes collectively referred to as “Licensee.”

WHEREAS, Developer is the owner of that certain real property described as 1303 Empire Road, the Plat of which is recorded at Reception No. _____ in the Office of the Boulder County Clerk and Recorder; and

WHEREAS, pursuant to the Planned Unit Development Agreement (“PUD Agreement”), Developer is permitted to construct, install, operate, repair, replace and maintain landscaping, tree plantings, irrigation, sidewalk/trail, and associated improvements on the City-owned real property and the trail easement parcel described on Exhibit A, attached hereto and incorporated by reference (the “Premises”); and

WHEREAS, pursuant to PUD Agreement, Developer and its successors and assigns are responsible for perpetual maintenance of improvements installed on the Premises at their sole expense; and

WHEREAS, the PUD Agreement requires that the Developer and the City enter into a license and maintenance agreement governing the construction, installation, operation, maintenance, repair and replacement of the improvements to be installed on the Premises; and

WHEREAS, the City is willing to grant such a license as provided herein, upon the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, the Parties hereto promise, covenant and agree as follows:

1. Term. This Agreement shall be effective _____, 20____ and shall remain in effect until terminated in writing by resolution of the City Council of the City (the “Maintenance Term”).

2. License. The City hereby grants to the Licensee, their agents, employees and contractors a non-exclusive, revocable license to enter into, over, across, under and upon the Premises during the Maintenance Term for the purpose of access, ingress, egress and all activities related to the construction, installation, operation, maintenance, repair and replacement of landscaping, tree plantings, sidewalk/trail, storm drainage and irrigation piping and appurtenances and associated improvements, as set forth on and required by the City-approved PUD Agreement for 1303 Empire Road, which PUD Agreement is recorded at Reception No. _____ in the Office of the

Boulder County Clerk and Recorder (the “Permitted Improvements”). Except as specifically allowed by the PUD Agreement or other written approval of the City, Licensee shall not place, build, expand, or add to any structures or other items on the Premises.

3. Maintenance Obligations. Developer and its successors and assigns shall be responsible at their sole cost and expense for the following obligations with respect to the Premises and Permitted Improvements:

A. Developer shall at its expense construct all Permitted Improvements in accordance with the PUD and City-approved constructions plans.

B. Developer and its successors and assigns shall provide all labor, tools, supervision, supplies, materials, equipment and any and all other items necessary to maintain the Premises and Permitted Improvements in accordance with the maintenance table set forth at Exhibit B, attached hereto and incorporated herein by reference, and the maintenance service standards set forth in Exhibit C, attached hereto and incorporated herein by reference, including performance of the specific maintenance tasks and obligations as noted on said Exhibits B and C, in order to maintain the life of all of the Permitted Improvements.

C. Developer and its successors and assigns shall set up water service accounts and timely pay all charges for water used in connection with the construction, installation, operation, maintenance, repair and replacement of the Permitted Improvements. Water service accounts shall be established at the time required by the City’s utility ordinances, rules, regulations and policies, and accounts for water service for the perpetual irrigation of Permitted Improvements shall be set up in the name of the Association no later than the date of Construction Acceptance.

D. Developer and its successors and assigns shall take such actions as necessary to maintain the Permitted Improvements in a good, safe and usable condition at all times. Developer, successor occupants and their agents, employees and contractors shall comply at all times with the ordinances, resolutions, rules, and regulations of the City; with the terms, conditions and requirements of the approved PUD, and with the terms and conditions of this Agreement.

E. If requested by the City, after Construction Acceptance as set forth in the Subdivision Agreement, maintenance contractors or managers from the Developer and its successors shall meet at least twice each year with the City at the Premises to inspect the Premises and review Licensee’s compliance with its maintenance obligations.

4. Damage and Non-Interference.

A. In the exercise of rights and obligations pursuant to this Agreement, Licensee shall use commercially reasonable efforts to avoid any damage or interference with any City installations, structures, utilities, or improvements on, under, or adjacent to the Premises

("City Facilities"). Licensee shall at its expense restore any City Facilities damaged by its activities permitted hereunder to the condition that existed immediately prior to the commencement of such activities.

B. In the exercise of its reserved rights, the City agrees to use commercially reasonable efforts to not obstruct, remove or alter the items installed as part of the Permitted Improvements in a manner that would result in a reduction in the capacity of such Permitted Improvements.

5. **Open to Public.** Licensee agrees and acknowledges the Premises are public areas open to the public and that nothing herein gives Licensee the right to restrict or exclude any person or entity from the Premises. If Licensee needs to close the Premises for a period of more than eight (8) hours for public safety reasons in order to perform maintenance obligations, it shall first obtain the City's written approval, which approval the City may grant or deny within its reasonable discretion.

6. **Breach.**

A. If Licensee fails to comply with its obligations relating to the Premises, such noncompliance shall constitute a breach of this Agreement. The City, in addition to any other remedy available to it for breach, shall have the right but not the obligation to take such measures as it determines necessary to bring the Premises into compliance with this Agreement, and the cost of any such measures shall be paid by Licensee. Except during an emergency, the City shall provide at least fifteen (15) days' written notice to Licensee and allow Licensee the opportunity to perform such measures. If Licensee fails to perform such measures within the time prescribed and to the City's satisfaction, upon providing Licensee at least five (5) business days' notice, the City may cause such measures to be taken and bill the actual and reasonable cost thereof to Licensee, including without limitation all costs for labor, material and equipment used to complete such measures, accompanied by reasonable evidence of such expenditures. The cost of any such measures shall be paid by Licensee within thirty (30) days of written demand for payment thereof. Any amounts not so paid shall bear interest at the rate of 0.5% per month from the date the demand was received until paid, and the City shall be entitled to all costs of collection to collect such amounts, including but not limited to court costs and reasonable attorney fees. Further, any such amounts owing to the City may be billed in the same manner and in conjunction with charges to Licensee for water service provided in connection with the Premises.

B. Further, upon a failure of the Licensee to maintain the Permitted Improvements, the City shall have the right, pursuant to C.R.S. § 24-67-105(c), as from time to time amended, to maintain the Permitted Improvements and assess the costs thereof upon the Licensee, in accordance with said section. For purposes of this Agreement, Licensee agrees the Permitted Improvements within the Premises required to be maintained by Licensee constitute "common open space" as defined in C.R.S. § 24-67-103(1), as amended from time to time.

C. The City shall also have the right to the remedy of injunctive relief to compel performance of the obligations of this Agreement. All remedies of the City shall

be cumulative and the exercise of one remedy shall not preclude the City from pursuing other remedies for the same breach or any other breach of the same section or any other sections of this Agreement.

D. The Developer agrees that they shall be jointly and severally responsible to the City for performance of obligations of Licensee hereunder.

7. Performance Guarantee.

A. The Developer shall provide a performance guarantee for the construction, installation and establishment of the Permitted Improvements as set forth in the Subdivision Agreement.

B. Prior to the commencement of the Maintenance Term, Licensee shall procure, post and maintain for the Maintenance Term, a cash deposit with the City in the amount of Two Thousand Five Hundred Dollars (\$2,500) ("Performance Guarantee"), for the purpose of assuring Licensee's faithful performance of its maintenance obligations under this Agreement. If Licensee fails to perform its maintenance obligations and fails to pay the City's costs for performing such maintenance obligations, after notice from the City, as described in Section 6 above, the City may use funds from the Performance Guarantee for such costs. In the event the City draws upon the Performance Guarantee, the Licensee shall within fifteen (15) days of written demand by the City replenish the amount of the Performance Guarantee to Two Thousand Five Hundred Dollars (\$2,500). Upon demonstrated consistent compliance with the maintenance obligations in this Agreement for a period of four years after the commencement of the Maintenance Term, Licensee may apply to the City for a return of the Performance Guarantee, which shall not be unreasonably withheld by the City; provided, however, that if the City approves a return of the Performance Guarantee, it may in connection therewith require the substitution of a performance bond for continued faithful performance of Licensee's maintenance obligations under this Agreement. Any interest accrued on the Performance Guarantee shall accrue to the City. The Performance Guarantee required by this Agreement may not be combined with any other Performance Guarantee.

8. Maintenance Districts; Fees. This Agreement shall not preclude or limit the City's authority with respect to the establishment of one or more special taxing districts, assessment districts, the adoption of any fees, or the use of any other mechanisms for maintaining, repairing, operating or replacing Permitted Improvements in the Premises, in accordance with applicable law.

9. City's Reservation of Rights. The City reserves the right to use and occupy the Premises for any purpose of the City. Licensee, for itself, its successors and assigns, hereby releases the City, its officers and employees from any and all claims of damage or liability for any disturbance of or damage to the Premises resulting from the City's use of the Premises, excepting only liability arising from gross negligence or willful or wanton conduct by the City, its officers and/or employees.

10. Personal Property. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Licensee placed or located on, at, or in the

Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

11. Insurance.

A. Each Licensee party shall procure and maintain, and cause each of its subcontractors performing work on the Premises to procure and maintain, the minimum insurance coverages listed below. All coverages shall be maintained to cover all liability, claims, demands, and other obligations pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such coverage.

1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in any activity on the Premises under the employ or at the instance of Licensee, its agents or contractors.

2. General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Licensee's owned, hired or non-owned vehicles assigned to or used in any activities at the Premises or permitted under this Agreement.

B. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds with primary coverage as respects the City, its officers and its employees, and shall contain a severability of interests provision. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be in excess and not contributory insurance to that provided by Licensee. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The insurance holder shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by the insurance holder's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. If the words "endeavor to" appear in the portion

of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy.

D. Failure on the part of Licensee to procure and maintain and to cause its subcontractors to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Licensee's obligations hereunder, for which the City may immediately terminate or limit Licensee's rights hereunder, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Licensee to the City upon demand.

Section 12. Indemnification. Except for liability resulting from City's gross negligence or willful or wanton misconduct, Licensee shall be solely responsible for all damages to persons or property which may in whole or part be caused by Licensee or its agents, employees or contractors, or which may result or arise in whole or part from their activities on the Premises, and Licensee will indemnify and hold harmless the City, its elected and appointed officials, and its employees, agents and representatives, from any and all liability, damage, loss, cost or expense, including but not limited to reasonable attorney fees, which the City, its elected and appointed officials, and its employees, agents and representatives may suffer as a result of any and all claims, demands, actions, costs or judgments made or brought against them by any person or entity, and which arise either in whole or in part from, or are in any way connected with, Licensee's activities within the Premises, or with this Agreement or the rights and obligations of Licensee hereunder. By demanding this right to indemnification, the City in no way waives or intends to waive the limitations on liability or other protections which are provided to the City and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

Section 13. Police Powers Retained. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants.

Section 14. Other & Prior Rights. Licensee understands that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Premises. Licensee is solely responsible for coordinating its activities within the Premises with all holders of such franchise agreements, easement and other interests.

Section 15. Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, sent by national overnight courier or United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY:

City of Louisville
City Manager
749 Main Street
Louisville, CO 80027

LICENSEE:

Basecamp Louisville, LLC
c/o Lance Peterson
3636 Chestnut Place
Denver, CO 80216

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable party in conformance with this procedure. Notices shall be effective upon personal delivery, receipt of facsimile transmission, or upon mailing (if sent by overnight courier or United States mail) in compliance with this paragraph.

Section 16. Other Maintenance Obligations. Nothing in this Agreement is intended or shall be construed to limit or affect any maintenance obligations for other Parcels within the PUD Agreement. This Agreement is limited solely to the Premises as set forth herein.

Section 17. No Joint Venture or Partnership. No form of joint venture or partnership exists between the City and Licensee, and nothing contained in this Agreement shall be construed as making the City and Licensee joint venturers or partners.

Section 18. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, Licensee, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on this Agreement. It is the express intention of the Parties that any person other than the City, Licensee receiving benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 19. No Property Interest. Licensee agrees it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or by virtue of its occupancy or use of the Premises.

Section 20. Binding Effect of Agreement. This Agreement shall run with the land described on Exhibit A attached hereto and shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 21. Assignment, Delegation and Notice. This Agreement, or any part of this Agreement, may not be assigned by Licensee to any other party without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City may

require as part of any such approval that the successor execute its consent to such assignment to be bound by specified terms and conditions hereof and other applicable documents.

Section 22. Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

Section 23. Authority. The undersigned signatories of the Developer warrant to have full power and authority to enter into this Agreement.

Section 24. Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of the Agreement is held to be violative of the City, state, or federal laws and hereby rendered unenforceable, the City, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

CITY OF LOUISVILLE,
a Colorado home rule municipal corporation

ATTEST:

By: _____
Christopher Leh, Mayor

By: _____
Meredyth Muth, City Clerk

BASECAMP LOUISVILLE, LLC,
a Colorado limited liability company DBA Iron-ton Distillery

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

The above and foregoing signature of _____, as _____ of
Louisville Gateway, LLC was subscribed and sworn to before me this ____ day of _____, 201____.

Witness my hand and official seal.

My commission expires on: _____

(SEAL)

Notary Public

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The above and foregoing signature of _____, as _____ of
_____ Association was subscribed and sworn to before me this ____ day of _____,
201____.

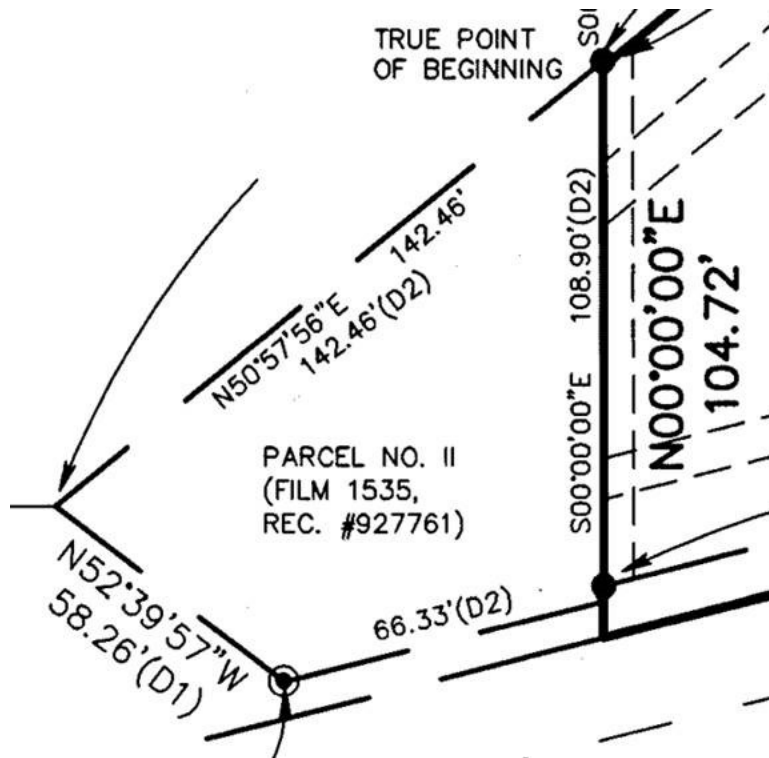
Witness my hand and official seal.

My commission expires on: _____

(SEAL)

Notary Public

Exhibit A
Legal Description of City-Owned Premises



Legal description

Parcel No. II, Recordation No. 927761

Exhibit A

Description of Trail Easement Parcel

Legal description

Trail Easement, Recordation No. 03217899

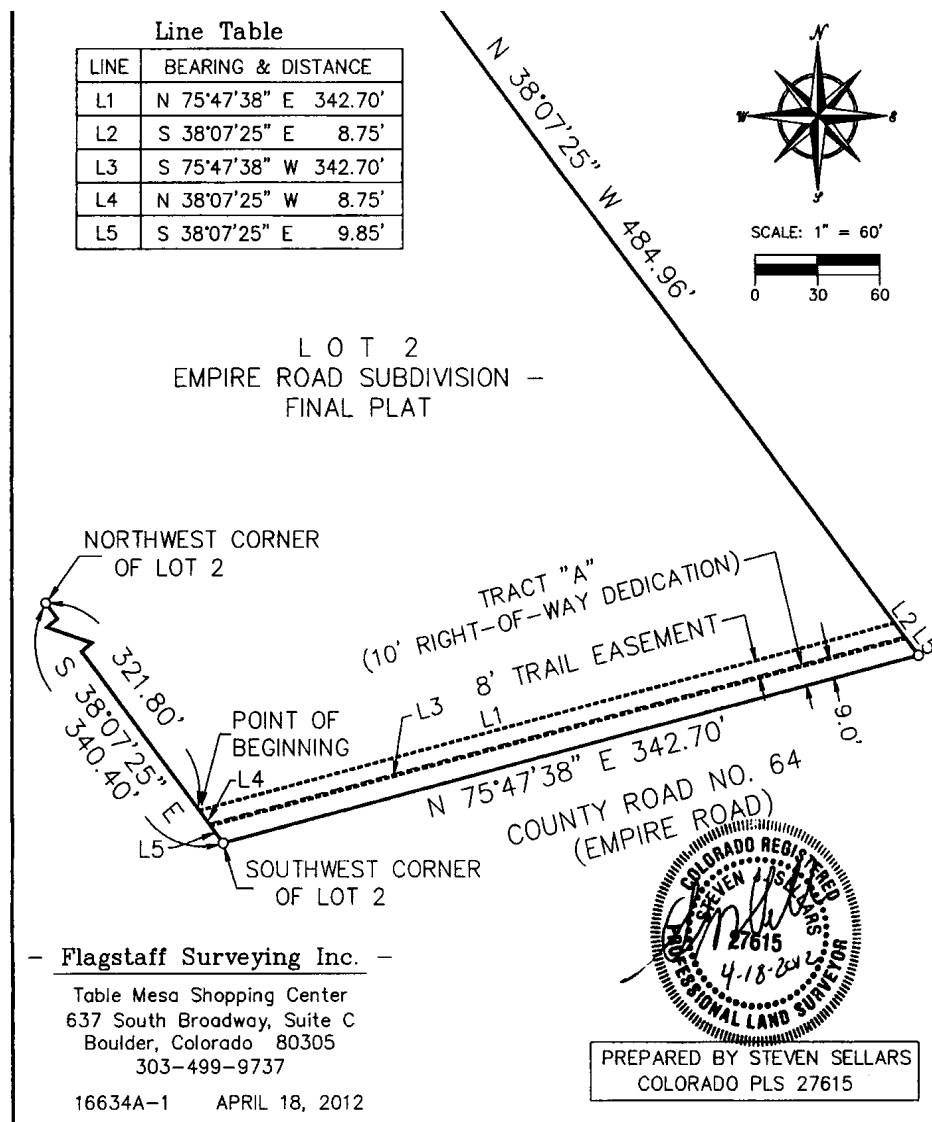


Exhibit B Maintenance Tasks and Obligations

As part of this agreement, the Licensee will be responsible for all aspects of landscape maintenance on the premises, not solely maintenance of the improvements installed as a part of the PUD agreement.

The premises shall be maintained consistent with industry standard for commercial landscapes in the Colorado Front Range.

Per local regulations on commercial water users, any water applied to the premises via municipal tap (for irrigation or other purposes) must come through a backflow prevention assembly. Irrigation water for the premises can be supplied by the water tap(s) and a private backflow preventer located on Licensee's adjacent property, however the backflow assembly must be inspected annually by a certified backflow prevention tester. Proof of inspection should be provided to the Environmental Compliance Manager (or equivalent) with City of Louisville Public Works Utilities.

In compliance with City of Louisville regulations, at no time should prohibited herbicides (including glyphosate and 2,4-D) be applied to any portions of the premises.

Tree plantings should be prepared, installed and maintained per International Society of Arboriculture (ISA) standards and best management practices identified for commercial tree fruit production, as amended from time to time. Sample guidelines available from Park's superintendent.

All fallen tree fruit is to be removed from the premises at the end of the growing season to reduce likelihood of insect and/or fungal disease.

Questions regarding landscape maintenance should be directed to the City of Louisville Park's Superintendent.

Note: In the event that this agreement terminates, all decisions regarding the premises will be made at the sole discretion of the City. This includes, but is not limited to, removal of any and all landscape plantings and irrigation installed on the premises as part of this agreement.

Exhibit C

Maintenance Service Standards

All maintenance on public properties shall be conducted according to current City of Louisville standards and include but not limit to the following:

1. Mowing and Trimming

- a. Native grass area are to be mowed and trimmed twice per year during the growing season or as needed to maintain an even level not greater than 12” high.
- b. Turf areas are to be mowed and trimmed weekly during the growing season or as needed to maintain an even, well-groomed appearance. Turf grass should be kept at a height of approximately three inches.
- c. The use of mulching mowers is encouraged. Excessive clippings that accumulate on the turf must be removed and disposed of off-site.
- d. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of grass.
- e. Rotary walk-behind or riding mowers are required for mowing. Mowers and trimmers must be operated in a safe and orderly manner.
- f. Turf shall be cut in a professional manner so as not to scalp turf or leave uncut areas.
- g. Care shall be taken to prevent discharge of grass clippings into the storm drains or onto any paved surfaces such as streets, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately.
- h. All trash and litter shall be removed from the site prior to initiating any mowing of the turf areas. Trash and litter shall be hauled from site.
- i. All trimming shall be done using a string trimmer.
- j. All trimming must be accomplished concurrently with the mowing operation and done at the same height as the adjacent turf.
- k. Special care shall be taken while trimming so as not to inflict damage to the bark of trees, fence posts or boards, signs, etc.

2. Edging

- a. All sidewalks, curbs, walkways and other hard surfaces will be mechanically edged using a metal blade as necessary in order to maintain a well-groomed appearance. All material dislodged by edging will be removed from site.

3. Aeration

- a. Common turf areas shall be aerated once in the spring and once in the fall. Each aeration shall be done in a cross type pattern (two different directions) with a commercial type aerator having a plug depth set at six inches (6”).

4. Weed Control

- a. Suckers are classified as weeds. Adventitious sucker growth from trees in tree wells shall be removed weekly using pruning shears. Shears will be sterilized with isopropyl alcohol or an approved disinfectant between cuts. Chemically treating suckers is not allowed.
- b. Weeds shall be removed or killed as the weeds emerge in the following areas: landscaped areas, shrub beds, mulched areas (wood and rock), sidewalks and pattern concrete.
- c. Weeds shall be removed if they are larger than two inches (2") in height or diameter and disposed of off-site.
- d. Precautions shall be taken to keep persons away from herbicide treated areas until the area is safe for entry. Herbicide applications shall be made at times when citizen presence is minimal.
- e. Pesticide flagging will be placed prior to an application which will include the company name, phone number, time and date of application and chemical applied on each flag. Flags shall be placed at all entrances and other highly visible areas throughout the site and will be removed as soon as the area is safe for entry.
- f. All chemicals shall be used in accordance with label directions and the manufactures recommended handling methods. All governmental and industry recommendations and regulations apply, including prohibition of certain chemicals by the City of Louisville (including, but not limited to, glyphosate and 2,4-D).
- g. Broadleaf treatment of weeds on turf shall occur but not to exceed two (2) times per growing season.
- h. All pesticide applications must be performed under the direction of a licensed applicator by the State of Colorado Department of Agriculture and in accordance with the Colorado Pesticide Applicator's Act. All City regulations and best management practices apply.
 - i. It is the contractor's responsibility to identify and properly notify any person listed on the Registry of Pesticide Sensitive Person whose property abuts that on which the application is scheduled before any pesticide application is performed.
 - ii. The contractor assumes full and complete responsibility for any undesirable plant kill or plant damage on the maintenance areas or adjacent property and for any adverse effects caused by pesticide applications.
 - iii. All pesticides recommended for use and all application of pesticides must be reported to the Parks Superintendent.

5. Litter

- a. All hand litter and other debris shall be picked up in accordance to the mowing frequency. Litter and debris shall be picked up prior to mowing and hauled from the site. Trash shall also be removed from shrub beds, landscaped areas, mulched areas and sidewalks.
- b. All fallen fruit is to be collected and removed from the premises by end of season.
- c. Pet pick-up dispensers are to be restocked weekly or as needed.

6. Fertilizing

- a. Fertilization applications shall be performed once in the spring after the aeration has been performed and once in the fall after the aeration has been performed. The formulation and application rate will be determined by a soil test. Fertilizer should be a slow release type.
- b. If the fertilizer contains iron it must be removed from all concrete surfaces to avoid staining.
- c. The fertilizer formulation and application rate must be reported to the Parks Superintendent.

7. Irrigation

- a. It is expected that the systems will be energized in the spring and winterized in the fall. Heads are to be adjusted as needed, breaks repaired timely to prevent any interruptions in the watering cycles for all landscaping.
- b. Routine maintenance on the system components shall occur weekly.
- c. Heads must be adjusted for optimal coverage. Nozzles are to be free of debris and valves are to be functioning properly.
- d. Any replacement parts must be of the same brand, model number and nozzle size.
- e. Backflows must be tested yearly by a certified tester. Test documentation must be completed and submitted to the City.
- f. Appropriate watering practices must be followed for each specific type of plant material and turf species. Day watering is only allowed for grass establishment.
- g. Use of a rain sensor is required. Irrigation must be turned off during a rain event.
 - i. A rain event is defined as an event in which accumulation exceeds two-tenths of an inch (.2") of water in a twenty-four hour period.

8. Pruning

- a. All trees, shrubs and plant material shall be maintained to ensure the health, vigor and aesthetic appearance according to accepted horticultural practices.
- b. Shrub growth shall be maintained in accordance with present space limitations to ensure natural appearance.
- c. Damaged trees or those that constitute health or safety hazards shall be pruned immediately.
- d. Tree pruning shall include sidewalk and street clearance.
- e. All tree pruning shall be conducted by a certified arborists.
- f. Questions or disputes regarding pruning shall be referred to the City Forester and his/her decision will prevail.

9. Mulching

- a. All areas containing mulch will be kept at a depth of four inches to discourage the growth of any plant material deemed undesirable.

10. Annual Flower Beds

- a. Annual flower beds will have the soil turned once a year in the fall before new flowers are planted.
- b. All flowers will be dead headed on an as need basis.

11. Site Amenities

- a. Inspections should occur weekly and reports made available upon request.
- b. General care and upkeep shall occur as needed for site amenities such as: pet pick-up dispensers, etc.

12. Graffiti

- a. Graffiti shall be removed within forty-eight hours from all surfaces such as: walkways, hard surfaces, benches, tables, boulders, retaining walls, signage, lighting, fencing, etc.
- b. All materials and processes used in removal shall be non-injurious to surfaces and adjacent property. If repainting is required, appropriate surface preparation shall be made on painted surfaces. Paint applied shall be the exact shade of color as existing paint.

13. Sidewalks, Walkways, Hardscapes, and Trails

- a. Sidewalks, walkways and hardscapes shall be swept and/or blown weekly or as needed to keep free from debris. All litter shall be picked up and removed.
- b. All expansion joints and cracks shall be kept weed free at all times.
- c. Any accumulation of snow shall be removed from all concrete walkways.
 - i. Snow or ice must be removed within twenty-four hours from the last accretion of such snow or ice per City Ordinance.
- d. Aggregate walkways and trails shall be constructed and maintained using crusher fines with maximum 3/8" particle size. Materials should be raked and compacted so that a consistent, smooth and stable surface is provided at all times.

14. Drainage and Irrigation Piping and Appurtenances

- a. Piping and manholes shall be kept free of silt, trash and debris by manual cleaning or jetting.
 - i. Disposal of materials shall be in accordance with all City, State and Federal laws.
- b. Licensee, at its sole expense, shall periodically inspect the drainage and irrigation piping facilities to ensure the stormwater facilities function properly under the conditions for which they were designed. Inspections shall be performed at least once every six months and shall cover all facilities.

**RESOLUTION NO. 19
SERIES 2023**

A RESOLUTION RECOMMENDING APPROVAL OF A FINAL PLANNED UNIT DEVELOPMENT, SPECIAL REVIEW USE, PLAT, EASEMENT VACATION, AND ANNEXATION AGREEMENT AMENDMENT TO ALLOW DEVELOPMENT OF A DISTILLERY, TASTING ROOM, AND EVENT SPACE AT 1303 EMPIRE ROAD.

WHEREAS, there has been submitted to the Louisville Planning Commission an application for a final planned unit development and special review use to allow development of a distillery, tasting room, and event space, a plat and easement vacation to amend existing easements, and an annexation agreement amendment to amend a no building zone at 1303 Empire Road;

WHEREAS, City staff has reviewed the information submitted and found that the application complies with the Louisville zoning regulations and other applicable sections of the Louisville Municipal Code; and

WHEREAS, the Planning Commission has considered the application at a duly noticed public hearing on December 14, 2023, where evidence and testimony were entered into the record.

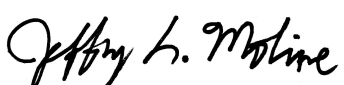
NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of the Planned Unit Development, Special Review Use, Plat, Easement Vacation, and Annexation Agreement Amendment, with the following conditions:

1. The Annexation Agreement, and all references to it on the Plat and PUD, be amended to move the location of the development restriction on the property, outlined in Section 3 of the Agreement and referred to as the "No Building Zone" on the 2005 Plat, to accommodate the proposed main building of the Ironton PUD. The development restriction would remain to the west of the main building, with the exception that landmarked structures be allowed in the No Building Zone.
2. The application undergo a third referral to address the outstanding comments as of the Second Referral Response dated and provided to the applicant on November 22, 2023.

PASSED AND ADOPTED this 14th day of December, 2023.

By: 

Steve Brauneis, Chair
Planning Commission

Attest: 

Jeffrey Moline, Secretary
Planning Commission



***Planning Commission
Meeting Minutes – EXCERPT***

December 14, 2023
City Hall, Council Chambers
749 Main Street
6:30 PM

Call to Order – Chairperson **Brauneis** called the meeting to order at 6:30 PM.

Roll Call was taken, and the following members were present:

Commission Members Present: Steve Brauneis, Chair
Keaton Howe, Secretary
Tamar Krantz
Allison Osterman
Cullen Choi
Debra Baskett

Commission Members Absent: Jeff Moline, Vice Chair

Staff Members Present: Rob Zuccaro, Community Development Director
Jeff Hirt, Planning Manager
Amelia Brackett Hogstad, Senior Planner
Ben Jackson, Planning Clerk

PUBLIC HEARING ITEMS – NEW BUSINESS

- a. **Final PUD, SRU, Plat, Easement Vacation, and Annexation Agreement Amendment – 1303 Empire Road.** Adoption of Resolution 19, Series 2023 regarding approval of a final planned unit development (PUD), Special Review Use (SRU), plat, easement vacation, and annexation agreement amendment to allow a distillery, tasting room, and event space at 1303 Empire Road.

Howe said that he had a client relation with a member of the applicant team, but that this would not impact his decision making on this case.

Staff Presentation:

Brackett Hogstad introduced the presentation for the application. She said that the site was located on Empire Rd, was zoned for industrial use, and had been annexed into the City in 1986. The proposal was for a PUD and SRU, plat and easement vacation, and an amendment to annexation agreement. She discussed the proposed layout from the PUD, and noted the presences of the historic “Joe’s Metal Shop” structure, and how the applicant intended to use it. She also explained the SRU and parking standards for the site, and why the annexation agreement needed to be modified.

Staff Recommendation:

Staff recommended approval of Resolution 19, Series 2023, with 2 conditions.

Commissioner Questions of Staff:

Baskett spoke about the history of the no build zone from the annexation agreement.

Brackett Hogstad noted it was an unusual covenant.

Baskett noted that it was intended to preserve a gateway for Highway 42 and Empire Road.

Brackett Hogstad said that staff had looked at City Council records and noted that it provided a buffer. She added that the site was zoned for industrial use by Boulder County.

Baskett asked whether EV parking would include EV chargers.

Brackett Hogstad deferred to Zuccaro.

Zuccaro said he would have to look it up, noting that there were three different categories of readiness for electric vehicle charging. He assumed that there would be some, but that he would have to look up the exact number.

Baskett thought including them would be appropriate.

Baskett asked why the proposed trail along Empire Road was not going to be paved.

Brackett Hogstad said that Parks and Open Space would prefer an impervious surface.

Baskett asked about the offsite parking agreement, and whether there would be a trail linking the two.

Brackett Hogstad said that there would not be a defined trail, but there had been impromptu trail used in the past.

Choi asked about whether there was consideration of including parking on City owned land on the north side of the property.

Brackett Hogstad said that it may not be desirable as it was in use. She was not sure if this had been discussed.

Choi asked about whether there was consideration of adding further crossing improvements between the trail on the south side and Highway 42.

Brackett Hogstad said that there were not specific plans to include upgraded pedestrian crossings, and that this would not be required as part of the application.

Zuccaro said that he had found number of EV chargers.

Brauneis asked Zuccaro if there were improvements planned to the Highway 42 and Empire Rd intersection as part of the Highway 42 plan.

Choi added that he was concerned that there was not protected left turn from southbound Highway 42 onto Empire Rd, and that this could create traffic issues. He asked if the City had evaluated the intersection, and how they would go about doing that.

Zuccaro clarified Choi's question about the potential inclusion of a protected left turn lane. He said that he would have to look this up. He added that traffic studies were not typically done on single lot developments.

Brackett Hogstad added that there was no request from Public Works to do a traffic study.

Zuccaro said that Public Works felt it was minor enough that a traffic study would not be warranted.

Zuccaro said that there would be 9 spaces with EV chargers installed, 6 spaces classed as EV ready, and 13 spaces classed as EV capable.

Howe asked where the loading dock was located, and whether it could conflict with the neighboring lot.

Brackett Hogstad pointed it out. She noted that it would have limited impact on the neighboring facility as it was a decent distance away, with landscaping marking the border between the two.

Howe noted it was mainly northwest facing, and that this would help shield it from the adjacent property.

Howe asked whether there would be lighting on the new trail from the overflow lot.

Brackett Hogstad said that she would have to check.

Zuccaro said that staff wanted to be respectful of the buffer and said that it would help preserve a good transition downtown. He noted that changes to the annexation agreement would allow changes to use by right even if the current applicant abandoned their proposal. He added that the language proposed by staff would only change the buffer for this development and not permanently.

Krantz asked what expiration date would be for the plat and SRU.

Zuccaro said that the annexation agreement and plat would not expire, the SRU would expire after a year if not implemented, and the PUD would expire after 3 years.

Krantz clarified whether the changes to the buffer would expire.

Zuccaro said that it would not expire as it would be part of the annexation agreement.

Brackett Hogstad reiterated that the intention of the annexation agreement amendment was to preserve the buffer.

Krantz asked about the capacity of the tasting room and how this would impact the amount of required parking.

Brackett Hogstad said that the IDDSG are not being used for this application as it would not be applicable for the SRU. She said that they were instead using the citywide standards from section 17.20 of the LMC and setting the parking ratios from that.

Krantz asked what the maximum capacity for the venue would be.

Brackett Hogstad said that the tasting room and the event space had to be evaluated separately. She said that the tasting room was set with one space per three seats, while the distillery was done by number of employees per section.

Brauneis asked what plans the City had for the neighboring property that had the dump station on it.

Brackett Hogstad said that she was not sure of any plans.

Zuccaro said he wasn't sure either.

Brauneis asked whether the orchard would be part of a privately operated protected agricultural space, and whether people could potentially go pick them.

Brackett Hogstad said that it was not an agricultural lease, and the only request Parks had for the applicant was that they maintain the orchard properly.

Brauneis asked if the orchard agreement would be forced on any subsequent property owners.

Brackett Hogstad said that she believed there was a clause in the agreement that included what would happen to the orchard.

Brauneis asked to compare the sizes of the current and proposed no build areas.

Brackett Hogstad showed the comparison from the presentation.

Choi asked about the inclusion of the event stage on the site plan, and how it was contemplated that this would interact with the no build zone.

Brackett Hogstad said that activation of the event stage was a positive for the landmarked building, and would allow it to be showcased rather than just sitting there.

Choi asked about how the historic building was planned to be used.

Brackett Hogstad said that building was planned to be used flexibly.

Applicant Presentation

Andy Johnson, DAJ Design, resident, introduced the Iron-ton Distillery presentation. He noted that the design and development process had been ongoing for two years. He introduced co-owner Lance Peterson, nonresident, co-owner and marketing manager Kallyn Romero, and co-owner and head distiller Laura Walters.

Peterson discussed the history of the business, and what made them unique. He noted that they wanted to help beautify that part of the City. He said that they were one of only four distillery brew pubs in Colorado.

Romero explained why they chose Louisville and noted their community orientation.

Walters discussed the operations of the distillery, and their focus on sustainability. She said that they focused on local and self-grown ingredients.

Romero and **Peterson** discussed the event space and parking requirements.

Johnson discussed the details of the PUD. He noted that the site had been empty for a long time, and many had struggled to develop it. He discussed the connectivity of the site, with connections to trails. He addressed the history of the site and noted that there was no discussion in Council of the no build line. He discussed the proposed layout of the

buildings, and the Joe's Metal Shop historic structure. He added that the stage was intended to be removable.

Further Commissioner Questions of Staff:

Zuccaro suggested changing the resolution around the no build line to include it as part of the PUD approval rather than as a change to the annexation agreement.

Howe asked for clarification around whether there was a difference between the buffer and the no build line.

Zuccaro clarified that he meant the no build line.

Brauneis asked whether staff was suggesting removing the no build line altogether.

Zuccaro said yes, as they believed the proposed application was in keeping with the spirit of the no build line.

Commissioner Questions of Applicant:

Johnson noted that the applicant would rather the no build line be removed entirely, but that the proposed alternative in the staff report would be acceptable.

Krantz asked why removing it would be a priority if they only wanted to put the historic structure in it.

Johnson said that future development would be the priority, and that removing it would more easily allow for future expansions.

Krantz asked whether they would have changed design of building if the line could not be removed.

Johnson said not necessarily, and that it was important to look at the context of the building and its surroundings. He noted that it was not surrounded by open space, and that it would likely remain a weed patch if it were not developed.

Brauneis asked why the City would want to vacate the no build line.

Zuccaro said he understood the concern, but that staff expected the building to be there for a long time, or to otherwise be reused. Removing the line would make it easier to expand the building in the future.

Brauneis asked whether changes to the line would still be open to a request in the future if it were kept in place.

Zuccaro said yes, it would be open to a request, but it would have to go through a PUD review. He noted that this was very different to a typical industrial use.

Choi asked whether the temporary stage would conflict with the no build line.

Zuccaro said that it could just be written into the annexation agreement, and that the no build area didn't disallow landscaping or flatwork. Staff's interpretation was that it was a no building zone, and as such it could allow temporary structures.

Choi asked whether there would be ADA requirements for an elevator in the building.

Johnson said not for the distillery, but that the tasting room and event space would be subject to the ADA.

Choi asked whether ADA requirements for distillery would change its design.

Johnson said it would not as the interior could be easily changed. The internal layout included in the PUD was a potential design they could use, but the exact layout had not been determined yet.

Krantz asked whether the exterior lights would be dark sky compliant.

Johnson said yes.

Krantz asked whether the distillery would require any environmental permits.

Walters said not to her knowledge in Denver. She noted that they did have a requirement for CO₂ monitoring and smell monitoring, and they did have to comply with wastewater permitting.

Krantz asked how many trucks each day they were expecting.

Walters said they were currently receiving 2 trucks per month, and that their distributor used small vans.

Krantz asked whether applicant was aware of City herbicide bans for the orchard.

Walters said they would likely have a landscaper manage the orchard for them.

Krantz asked whether the crusher fines in the open space area would provide the same level of drainage as grass.

Johnson said that they would.

Public Comment:

Cindy Bodell, resident, asked why the no build line was there, and what its purpose was. She thought that they should leave the no build line there, given that it could not be put back. She liked the dark sky compliant lighting and would like it to be required.

Sherry Sommer, resident, would like to maintain the no build zone. She noted that the applicant could request waivers in the future and would provide protection to the City. She thought that the unusual drainage was more of a reason to keep it. She was also curious about the maintenance agreement and wondered whether it had been decided yet. She appreciated Choi's comments on safety of intersection at Hwy 42.

Additional Commissioner Questions:

Brauneis asked why the application did not include any shady plants in the parking lot to help reduce the urban heat island effect.

Johnson said it was to reduce plantings around the building, and that there was no room to plant on north side with the emergency access easement. He said that access to the site limited their ability to have plants. They still had many plants, they were just condensed in other locations.

Krantz asked whether there would be plants in the parking lot.

Johnson clarified that there would be some plants in the parking lot strip, but noted that they would have fewer than what was required in the code because of the topography of the lot.

Closing Statement by Applicant:

Johnson said that there was no record on why the no build line was created, and that it was arbitrary. He added that they had provided open space as they felt that this was important.

Discussion by Commissioners:

Baskett was in strong support of the project and said that it would be a strong addition to the City. She noted its connection to open space and downtown. She had no issue with moving the no build line, particularly to add the historic structure. She thought that the inclusion of the historic structure was really important and was in support of the resolution as written.

Howe said thought was compliant with PUD criteria and waivers and was supportive of resolution as written regarding the no build zone. He also felt that it met all of the SRU criteria, and agreed with the way the annexation agreement amendment was written. He thought it was win-win-win, and a big win for the City, particularly over current site use. He was strongly in favor.

Osterman said she was very excited about the proposal. Her one confusion was around the no build line, and whether a future owner could turn the site back to an industrial use. She wanted to make sure that the annexation agreement was not being amended improperly.

Krantz said that she agreed with Howe's analysis and was fully in support with the condition that the no build line be moved and not eliminated entirely.

Choi said that he was in favor and noted that the lack of justification for the creation of the no build line and the landscaping choices stood out to him. He said that the line seemed to be arbitrary, and it would be hard to convince him to keep an arbitrary line. He was appreciative of permeable surfaces for the parking spaces but would prefer concrete over asphalt for the loading area and drive aisles. He thought it was a very thoughtfully and tastefully done application and was a vast improvement over the current use of the site.

Brauneis said that he was in favor of the resolution as written. He viewed no build zone as a giant setback, though he was not comfortable with removing the line outright.

Howe moved to approve Resolution 19, Series 2023 with the conditions as presented in the staff report and was seconded **Choi**. The motion was adopted by a vote of 6 to 0.



Ironton Distillery

Resolution No. 11, Series 2024

Ordinance No. 1869, Series 2024

Final Planned Unit Development, Special Review
Use, Plat, Easement Vacation, & Annexation
Agreement Amendment

Public notice met as required.



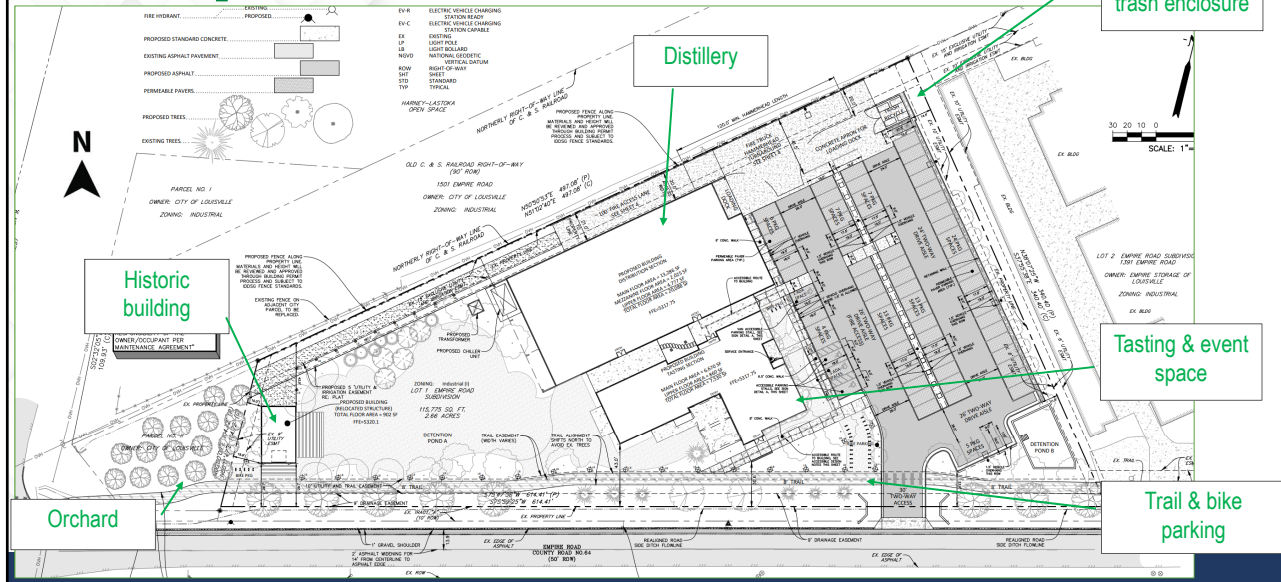
- Zoned Industrial
- Platted
- Annexed in 1986



- PUD and SRU
 - Establishes use and design, includes waivers
- Plat and Easement Vacation
 - No changes to property lines
 - Changes to current easements
- Annexation Agreement Amendment
 - 1986 Agreement language on “No Building Zone” removed upon development of Ironton PUD



Proposal: Site Plan



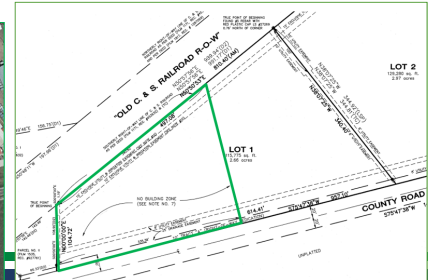
Analysis Highlights

- **Parking:** Meets 17.20 parking standards
- **Waivers:** Provide benefits, low impact
- **SRU**
 - Indoor Eating & Drinking Establishment is an SRU in Industrial
 - Meets all review criteria
- **Plat** meets all requirements and review criteria of the Code
- **Other review criteria highlights**
 - Brings a local business to the city
 - Transition between industrial uses and downtown to west
 - Site design situated in context of immediate area



Analysis: Annexation Agreement Amendment

- No building zone established by 1986 Annexation Agreement
- Site plan necessitates an amendment
- Proposal removes NBZ in agreement upon PUD development
- Smaller no building zone recorded with PUD, change would require PUD Amendment process



Staff Recommendation

- Approval of application as proposed.

