Development Review Team Comments

Date: 1/6/2020
Project Number: PRC2019-00009
Project Name: Wolf Creek Run West, Filing No. 1

Commenting Division: Plan Coordination 2nd Review
Name of Reviewer: Greg Barnes
Date: 01/06/2020
Email: gjbarnes@adcogov.org
Resubmittal Required

Commenting Division: SIA Review 1 - Finance
Name of Reviewer: Laura Garcia
Date: 01/06/2020
Email:
Resubmittal Required
FNC01: Please see e-mail attached to report.

Commenting Division: SIA Review 1 - Attorney
Name of Reviewer: Christine Fitch
Date: 01/06/2020
Email:
Resubmittal Required
ATY01: Please see the redlines provided
Commenting Division: Planner Review 2nd Review
Name of Reviewer: Greg Barnes
Date: 01/06/2020
Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: A final plat is not processed through the Planning Commission. This signature block can be removed.

PLN02: Where is the non-irrigated bufferyards coming from? I don't see any reference to this on the original preliminary PUD. Staff will have some concern about the maintenance and care of these buffers without irrigation.

PLN03: The original preliminary PUD included language that the "urbanized area" has a density less then 3.5 dwellings per acre. For consistency purposes, I'd like to see the overall calculation for this development on the final plat.

PLN04: Uses by right and conditional uses appear to be amended from the preliminary plat. Please explain the rationale for amending the preliminary PUD.

PLN05: Minimum lot size on the preliminary PUD was 5,000 square feet. The proposed final development plan shows 7,000 square feet. Please provide a written justification.

PLN06: Fence setbacks along the northern property line was originally 200 feet on the preliminary approval. The proposed FDP shows only 100 feet. Please justify.

PLN07: It seems that the FDP does not include specific landscape requirements that show on the PDP. Examples include: Irrigated front yard landscaping, required tree lawn, landscaped entry ways for the first 100' into subdivision.

PLN08: Will Filing #1 be treated differently than the rest of Wolf Creek Run West? I am confused why Page 4 is necessary. It seems like Filing 1 may have different standards than the remaining filings. Please explain.

PLN09: Please define open space areas and active recreation open space areas. Calculations should be provided.

PLN10: I would prefer overall landscaping and architectural metrics on an FDP instead of specific landscape plans and building elevation drawings. By providing metrics, you offer yourself more flexibility to make minor changes. We can discuss more of this at the review comment consultation.

PLN11: Please see the addressing comments regarding street names. The suggested names do not follow the naming conventions.

PLN12: Public Land Dedication is required for subdivisions. Cash-in-lieu of land dedication is preferred. Please see the attached calculation estimates.
Resubmittal Required

The Adams County Dept. of Public Works, Infrastructure Management, Construction Inspection Division and Development Engineering offers the following comments:

1.) After completing a thorough review of this case, it is clear that these submitted plans are not ready for approval and must be resubmitted, based on the following comments below.

2.) Construction Plans must be approved by the Community and Economic Development Dept. prior to construction beginning. A construction Permit must be issued prior to work commencing.

3.) A Pre-Construction Meeting will be held with the Construction Staff of the Dept. of Public Works, prior to construction beginning.

4.) Most likely, due to the extensive nature of the construction associated with both Piggott Rd. and 26th Ave., road closures will be required for both 26th Ave. and Piggott Rd. MHT Plans will be submitted to and approved by the Department of Public works prior to commencing construction.

5.) IN GENERAL – ADA ramp configurations are not correct throughout the entirety of the subdivision. Because of the proposed platting layout and Right of Way requirements, it appears that the ADA Ramps or their related facilities will not be located entirely in the right-of-way. The ADA Ramps must be located entirely in the Adams County right-of-way. This can be accomplished by re-designing the ADA ramps or by revising the plat to obtain additional right-of-way at the street corners.

6.) As ADA Ramps are only being placed at specific locations, the “butterfly” configuration of the ADA Ramps cannot be used. Although the general ADA Ramp details have been included, it appears though these ramp configurations will not work with this development. Special ADA Ramp details will need to be specifically developed for this site.

7.) IN GENERAL – Although inlet details have been provided within this submittal, inlet locations have not been detailed in this submittal. Other than the storm sewer pipe shown within the channel locations, no other storm sewer system has been detailed within this submittal.

8.) Sheet C2.4 – There appears to be a pedestrian crossing at 29th Ave. and Piggott Rd. What are the safety requirements for this crossing?

9.) Sheet C2.4, C2.5 – There appears to be an odd ADA Ramp Crossings on 29th Ave. and Noreen St. that appear to go nowhere.

10.) Sheet C3.1 – Drainage details do not appear to be specific to any specific location.

11.) Sheet C7.0 – Proposed grades on the pipe crossings are either not shown or are incorrect.

12.) Sheet C7.0 – Culvert A-1 plan does not show the existing access point directly adjacent to the pipe crossing on the west side of Piggott Rd. How will this pipe construction and road profile change directly affect this access point?

13.) Sheet C8.0 – Piggott Rd. X-Sections do not match the Plan and Profile sheets.

14.) Sheet C8.0 – 26th Ave. X-Sections are incomplete.

15.) Sheet C8.1 – The existing pipe shown at sta. 52+21.89 on Piggott Rd. needs to be properly labeled with flow directions. Will additional ROW be required at the SE Corner of 26th Ave. and Piggott Rd.?

16.) Sheet C8.3 – How will this pipe construction and road profile change directly affect the existing access point along the west side of Piggott Rd.? The proposed pipe needs to be shown in the profile view.
17.) IN GENERAL – The existing flows need to be depicted on both Piggott Rd. and 26th Ave. All plan and profile sheets for both Piggott Rd. and E. 26th Ave. are missing a lot of detail.

18.) IN GENERAL – Cross Section sheets are missing a lot of detail.

19.) Sheet C9.0 – 9.3 Striping and Signage Plans – These sheets need to be submitted to Brian Staley for review and approval.

20.) Sheet C10.0 – The Adams County concrete details need to be removed as these details will not be used during this construction.

These plans will need to be resubmitted.

Commenting Division: ROW Review 2nd Review

Name of Reviewer: Marissa Hillje

Date: 12/16/2019

Email: mhillje@adcogov.org

Resubmittal Required

ROW1: Remove note # 13
ROW2: The 40ft portion within the dedicated ROW must be vacated prior to BOCC hearing.

Commenting Division: Application Intake 2nd Review

Name of Reviewer: Megan Ulibarri

Date: 11/25/2019

Email:

Complete
Resubmittal Required

PLN01: The material submitted for the final PUD only included one page "Sheet 4 of 22". We will need to see more. The PUD application should include information on the common areas, open space, a detail of minimum building materials, design features, etc. A PUD is supposed to have a superior design with bicycle and parking amenities. Landscape buffers, signage and entry features, and park design are expected. The FDP should also include minimum lot size, minimum lot width, and setbacks. This is essential in reviewing the final plat to ensure compliance with proposed standards.

PLN02: A final plat is not processed through the Planning Commission. This signature block can be removed.

PLN03: The plat application included a phasing map. It was unclear as to what the intent of the phasing plan was. All public improvements for the same filing will be required at the same time. The overall land area and number of lots will directly impact the amount of PLDD cash-in-lieu payments, so this should be clarified immediately.

Comment

We would like to review a traffic study for this development which looks at the impact of this development on State Highway 36 and Piggott Rd. If traffic at this intersection will increase my 20% or greater, a new State Highway Access Permit will be required. Since Piggott Rd. is a County Road, Adams County would need to be the Permittee on the Permit. Contact for this permit is Steve Loeffler who can be reached at 303-757-9891 or steven.Loeffler@state.co.us

The County should be aware of cumulative impact of this development and others on the intersections connecting to State Highway 36 and will be responsible for required improvements at these locations.
Development Engineering Review

Name of Reviewer: Greg Labrie
Date: 09/05/2019
Email: glabrie@adcogov.org

Commenting Division

The Construction Plans for this site were reviewed by the Adams County Dept. of Public Works, Infrastructure Management Section on August 26, 2019. The Adams County Dept. of Public Works, Infrastructure Management, Construction Inspection Division offers the following comments on this specific case:

1.) The estimated cost for curb and gutter shown in Exhibit B from the proposed Subdivision Improvement Agreement is extremely low as compared to CDOT Cost Data Book. On average the estimated cost for the installation of concrete curb and gutter is $30 per linear foot instead of $8 per linear foot. Please provide a quote from a contractor showing the installation of curb and gutter for $8 per linear feet or change the estimate in Exhibit B to reflect CDOT’s cost for curb and gutter at $30 per linear feet.
2.) Please use square yards instead of linear feet to calculate the installation cost of the 5’ wide sidewalks.
3.) Change any reference of the Transportation Department to the Adams County Public Works Department within the Subdivision Improvement Agreement.
4.) An approved Subdivision Improvement Agreement and related collateral will be required prior to commencing construction on this location. No construction will begin until the SIA has been approved by the BoCC.
5.) Building Permits will not be issued until this subdivision has received Preliminary Acceptance.
6.) A Pavement thickness design will be submitted and approved prior to construction.
7.) A Geotechnical Report will need to be submitted to address pavement subgrade concerns.
8.) A pavement overlay and related shouldering does not appear to be included in the areas where new pavement is being abutted to existing pavement. To assure pavement stability and integrity in the areas of existing pavements along Piggott Rd. and 26th Ave., an overlay will be required, possibly along with related patching. These costs will all be included into the approved SIA.
9.) Construction details such as cross sections and plan and profile for the roadways and drainage facilities are required to be shown on the design plans.
10.) Erosion and sediment control BMPs with installation details shall also be included in the design plans.

Planner Review

Name of Reviewer: Greg Barnes
Date: 08/27/2019
Email: gjbarnes@adcogov.org

External Agencies Selected
ROW Review

Resubmittal Required
ROW1. Revise statement: Have by these presents…….. lots, tracts, streets and easements…….(see redlines)
ROW2. Revise dedication statement: …hereby dedicate, grant……. Those public streets and easements…..(see redlines)
ROW3. Add note describing basis of bearings
ROW4. The easement note #7 needs to be revised. The map shows 10ft ue and le along tracts as well as 16ft along back of properties.
ROW5. Add case # PRC2019-00009 to top right of each page
ROW6. Revise the leader line for point of beginning on sheet 2
ROW7. Remove all duplicate tract # and lot # from each lot on each sheet. There are several overlapping labels that need to be revised/deleted as well.
ROW8. The County will require that all public right of way is free and clear of any easements or encumbrances. The utility easements (200ft REC C0958528 & 40ft C0958528) that are within the dedicated portions of Piggot Road must be vacated and rec# of vacated document labeled on plat prior to approval.
ROW9. Add addresses # to each lot OR the entire address table can be added to a sheet on the plat.
ROW10. An updated title report will be required with the next resubmittal. Please send report dated no older than 30 days.
ROW11. See redlines on plat attached.

Addressing Review

Resubmittal Required
The attached address table should be put onto the plat or each lot should have address # labeled on plat.

Parks Review

Complete
PRK1: The application states that the applicant "created a conservation easement" over a portion of the property. Who holds this easement? Is the document available for review?
Good Morning Greg,

Thank you for the opportunity to review this submittal. The Adams County Dept. of Public Works, Infrastructure Management, Construction Inspection Division offers the following comments:

1.) After completing a thorough review of this case, it is clear that these submitted plans are not ready for approval and must be resubmitted, based on the following comments below.

2.) I have included comments from a previous review related to this case and they are attached above. These comments are also pertinent to this case as well.

3.) Construction Plans must be approved by the Community and Economic Development Dept. prior to construction beginning. A construction Permit must be issued prior to work commencing.

4.) A Pre-Construction Meeting will be held with the Construction Staff of the Dept. of Public Works, prior to construction beginning.

5.) Most likely, due to the extensive nature of the construction associated with both Piggott Rd. and 26th Ave., road closures will be required for both 26th Ave. and Piggott Rd. MHT Plans will be submitted to and approved by the Department of Public works prior to commencing construction.

6.) IN GENERAL – Handicap configurations are not correct throughout the entirety of the subdivision. Because of the proposed platting layout and Right of Way requirements, it appears that Adams County will not own the entirety of the Handicap Ramps or their related facilities. The Handicap Ramps must either be wholly owned by Adams County or the adjacent H.O.A.

7.) As Handicap Ramps are only being placed at specific locations, the “butterfly” configuration of the Handicap Ramps cannot be used. Although the general Handicap Ramp details have been included, it appears though these ramp configurations will not work with this development. Special Handicap Ramp details will need to be specifically developed for this site.

8.) IN GENERAL – Although inlet details have been provided within this submittal, inlet locations have not been detailed in this submittal. Other than the storm sewer pipe shown within the channel locations, no other storm sewer system has been detailed within this submittal.

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18.) **IN GENERAL** – The existing flows need to be depicted on both Piggott Rd. and 26th Ave. All plan and profile sheets for both Piggott Rd. and E. 26th Ave. are missing a lot of detail.

19.) **IN GENERAL** – Cross Section sheets are missing a lot of detail.

20.) **Sheet C9.0 – 9.3 Striping and Signage Plans** – These sheets need to be submitted to Brian Staley for review and approval.

21.) **Sheet C10.0** – The Adams County concrete details need to be removed as these details will not be used during this construction.

These plans will need to be resubmitted when they are complete.

Again, thank you for this opportunity to review this submittal.

Sincerely,

---

**Gordon Stevens**

Construction Inspection Supervisor,

Department of Public Works

Infrastructure Management Division

**ADAMS COUNTY, COLORADO**

4430 So, Adams County Parkway,

1st Floor, Suite W2000B

Brighton, CO 80601-8218

O: 720-523-6965 | gstevens@adcogov.org, www.adcogov.org

c: 303-947-9633
SUBDIVISION IMPROVEMENTS AGREEMENT
(with staged-vertical-construction)

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called “County,” and Pauls Development East, LLC, a Colorado limited liability company whose address is 270 St. Paul Street, Ste. 300, Denver, Colorado 80206, hereinafter called “Developer.”

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit “A” attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners (“BoCC”), County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements.

WHEREAS, the Developer desires to time the installation and construction of the Wolf Creek Run Filing No. 1 subdivision improvements and single-family detached dwellings in a manner that maximizes the efficiency of the development in light of the high demand for housing units and the potential impacts of seasonal weather changes on street construction.

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit “B” attached hereto, and by this reference made a part hereof. Developer shall obtain the approval of the Adams County Transportation Department and Development Engineering Services for all construction plans and engineering reports prepared by the Developer in connection with the design and construction of the improvements described and detailed on Exhibit “B”.

2. **Drawings and Estimates.** Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit “B” for approval by the County. The Developer shall furnish one set of “as built” drawings and a final statement of construction costs to the County.
4. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit “B”.

5. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within “construction completion date” appearing in Exhibit “B”. The County may, for good cause, grant extension of time for completion of any part or all of improvements appearing on said Exhibit “B”. Any extension greater than 180 days shall only be approved by the Board of County Commissioners. Any extension of time shall be in written form only.

6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of three million four hundred forty-one thousand eight hundred twenty-eight and no/100 dollars ($3,441,828.00) including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with Section 5-02-05-01 of the County’s Development Standards and Regulations, the County, the collateral shall be released. Completion of said improvements will be determined solely by the County, and a reasonable part of said collateral, up to twenty percent (20%), may be retained to guarantee maintenance of public improvements for a period of one year from the date of preliminary acceptance.

No building permits will be issued until said collateral is furnished in the amount required and in a form acceptable to the BoCC, and until the final plat has been approved and, with the exception of Stage I and Stage II, below, the improvements described in Exhibit “B” have been preliminarily accepted by the County.

A. **STAGE I: Building permits for Block 1, Lots 8 through 18, inclusive; Block 4, Lots 1 through 11, inclusive; and Block 7, Lots 1 through 8, inclusive (collectively, “Stage I Lots”) may be issued after approval of building plans by the County following completion and satisfactory inspection (to the same physical and documentary standards that the County uses for “preliminary acceptance”) by the County of required improvements to Noreen Street between 26th Avenue and East 28th Place; East 28th Place along the north side of Block 8, Lot 1, Pershing Street between East 28th Place and East 31st Avenue; East 29th Avenue between Pigott Road and Pershing Street; East 29th Place between Pershing Street and the west boundary of Block 7, Lot 1, extended north; and East 31st Avenue between Pershing Street and Osley Street (collectively, “Stage I Streets”), as such improvements are described in this Agreement and approved.

**Commented [CF1]:** The County does not perform additional inspections for the purposes of accepting roadways and improvements.
Subdivision Improvements Agreement
Pauls Development East, LLC
Wolf Creek Run Filing No. 1
Case No. 8IA

construction plans. Certificates of Occupancy may thereafter be issued for the Stage I Lots upon completion and satisfactory inspection of the buildings by the County, even if final acceptance of all subdivision streets has not yet occurred.

B. STAGE II: Building permits for Block 1, Lots 3 through 7, inclusive; Block 3, Lots 1 through 11, inclusive; Block 4, Lots 12 through 23, inclusive; Block 6, Lots 1 through 6, inclusive; and Block 7, Lots 7 through 13, inclusive, (collectively, “Stage II Lots”) may be issued after approval of building plans by the County following completion and satisfactory inspection (to the same physical and documentary standards that the County uses for “preliminary acceptance”) by the County of required improvements to Oxley Street between East 28th Place and East 31st Avenue, East 29th Place between the west boundary of Block 7, Lot 1, extended north and the west boundary of Block 6, Lot 1, extended north, and East 31st Avenue between Oxley Street and Nectar Street (collectively, “Stage II Streets”), as such improvements are described in this Agreement and approved construction plans. Certificates of Occupancy may thereafter be issued for the Stage II Lots upon completion and satisfactory inspection of the buildings by the County, even if final acceptance of all subdivision streets has not yet occurred.

Stages that are referenced herein are depicted on Exhibit “A”. Stage III represents all Blocks, Lots, Tracts, and Streets that are subject to this Agreement and not otherwise included in Stage I or Stage II.

Although the contemplated inspections of the Stage I Streets and the Stage II Streets shall be completed promptly after their completion, formal preliminary acceptance of the Stage I Streets and Stage II Streets shall be concurrent with preliminary acceptance of the balance of the required public improvements described in Exhibit “B” (which are also shown as Stage III on the attached Exhibit “C”).

7. Acceptance and Maintenance of Public Improvements. All improvements designated “public” on Exhibit “B” shall be public facilities and become the property of the County or other public agencies upon acceptance of the improvements. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, become necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer’s expense. In the case of an emergency such written notice may be waived.
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.

9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property:

   A. **Improvements. Designate separately each public and private improvement.**

      Public Improvements: *(see Exhibit "B")*

      See Exhibit "B" for description, estimated quantities, and estimated construction costs.

      The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and preliminarily accepted in accordance with section 5-02-05-01 of the County's Development Standards and Regulations prior to the construction completion date indicated in Exhibit "B".

   B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the BoCC, the Developer hereby agrees to convey by subdivision plat to the County of Adams the following described land for right-of-way or other public purposes:

      The rights-of-way shown on the Final Plat of Wolf Creek Run Filing No. 1, known as East 31st Avenue, Noreen Street, Nora Street, Nectar Street, Oxley Street, Pershing Street, East 29th Place, East 29th Avenue, and East 28th Place, as well as portions of Piggott Road and East 26th Avenue, as more particularly described and depicted thereon.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
PAULS DEVELOPMENT EAST, LLC,
A Colorado limited liability company

By:

______________________________________
Authorized Signatory

STATE OF COLORADO  

} ss.

CITY AND COUNTY OF DENVER  

} ss.

The foregoing instrument was acknowledged before me this ___ day of ________________, 2019, by Brad Pauls as authorized signatory for Pauls Development East, LLC, a Colorado limited liability company.

My commission expires:________________________

Address: ________________________________  

______________________________________  Notary Public
Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of $3,441,828.00. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST: 

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board
Chair

County Attorney

Approved as to form
EXHIBIT "A"

LEGAL DESCRIPTION

WOLF CREEK RUN FILING NO. 1 (BOUNDARY)

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF
ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST QUARTER CORNER OF SAID SECTION 29 WHENCE THE
EAST LINE OF SAID SECTION BEARS NORTH 00°04'43" WEST, ALL BEARINGS HEREOF
REFERENCED TO THIS LINE;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°37'23" WEST, A DISTANCE OF 70.00
FEET;
THENCE NORTH 44°22'05" EAST, A DISTANCE OF 28.58 FEET;
THENCE NORTH 00°37'55" WEST, A DISTANCE OF 309.60 FEET;
THENCE NORTH 45°37'55" WEST, A DISTANCE OF 21.21 FEET;
THENCE NORTH 00°37'55" WEST, A DISTANCE OF 27.00 FEET;
THENCE NORTH 44°22'05" EAST, A DISTANCE OF 21.21 FEET;
THENCE NORTH 00°37'55" WEST, A DISTANCE OF 270.00 FEET;
THENCE NORTH 45°37'55" WEST, A DISTANCE OF 21.21 FEET;
THENCE NORTH 00°37'45" WEST, A DISTANCE OF 27.00 FEET;
THENCE NORTH 44°22'05" EAST, A DISTANCE OF 21.21 FEET;
THENCE NORTH 00°37'55" WEST, A DISTANCE OF 270.00 FEET;
THENCE NORTH 45°37'55" WEST, A DISTANCE OF 21.21 FEET;
THENCE SOUTH 89°22'05" WEST, A DISTANCE OF 490.50 FEET;
THENCE NORTH 00°37'55" WEST, A DISTANCE OF 27.00 FEET;
THENCE NORTH 44°22'05" EAST, A DISTANCE OF 131.00 FEET;
THENCE SOUTH 89°22'05" EAST, A DISTANCE OF 177.00 FEET;
THENCE NORTH 00°37'55" WEST, A DISTANCE OF 268.65 FEET;
THENCE NORTH 89°22'05" EAST, A DISTANCE OF 177.00 FEET;
THENCE NORTH 00°37'55" WEST, A DISTANCE OF 28.50 FEET;
THENCE NORTH 89°22'05" EAST, A DISTANCE OF 27.00 FEET;
THENCE SOUTH 45°37'55" EAST, A DISTANCE OF 21.21 FEET;
THENCE NORTH 89°22'05" EAST, A DISTANCE OF 135.00 FEET;
THENCE NORTH 00°37'55" WEST, A DISTANCE OF 716.00 FEET;
THENCE NORTH 89°22'05" EAST, A DISTANCE OF 42.78 FEET;
THENCE NORTH 00°37'55" WEST, A DISTANCE OF 381.16 FEET TO THE SOUTHERLY
BOUNDARY OF THAT CERTAIN QUIET TITLE DEED, RECORDED UNDER RECEPTION NO.
C1065639;
THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES;

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Subdivision Improvements Agreement
Paul's Development East, LLC
Wolf Creek Run Filing No. 1
Case No. SIA_____

1. NORTH 88°14'12" EAST, A DISTANCE OF 773.95 FEET;
2. NORTH 88°05'58" EAST, A DISTANCE OF 431.89 FEET;
3. NORTH 89°11'33" EAST, A DISTANCE OF 29.97 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 29;
   THENCE ALONG SAID EAST LINE OF SAID SECTION 29, SOUTH 00°04'43" EAST, A DISTANCE OF 2646.32 FEET TO THE POINT OF BEGINNING

CONTAINING AN AREA OF 71.465 ACRES, (3,113,007 SQUARE FEET), MORE OR LESS.
## EXHIBIT “B”

### Engineer’s Opinion of Probable Construction Cost

<table>
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<th>Item No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Item Cost</th>
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<td>2</td>
<td>6&quot; Asphalt Section w/ 6&quot; Agg. Base 20’ wide</td>
<td>21,214</td>
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<td>$6.00</td>
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<td>LF</td>
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<td>EA</td>
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**Infrastructure East 29th Avenue**

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<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Item Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>430</td>
<td>CY</td>
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<td>$1,377</td>
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<td>4</td>
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<tr>
<td>5</td>
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<td>3</td>
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<td>$4,950</td>
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<tr>
<td>6</td>
<td>36” Storm Sewer</td>
<td>175</td>
<td>LF</td>
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<td>7</td>
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<td>4</td>
<td>EA</td>
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**Infrastructure East 29th Place**

<table>
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<tr>
<th>Item No.</th>
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<th>Quantity</th>
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<th>Unit Price</th>
<th>Item Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Roadway Earthwork 1&quot; Scarify</td>
<td>1,832</td>
<td>CY</td>
<td>$3.20</td>
<td>$5,863</td>
</tr>
<tr>
<td>2</td>
<td>6&quot; Asphalt Section w/ 6&quot; Agg. Base 32’ wide</td>
<td>39,010</td>
<td>SF</td>
<td>$4.20</td>
<td>$163,642</td>
</tr>
<tr>
<td>3</td>
<td>Curb &amp; Gutter (2.5 Total)</td>
<td>2,966</td>
<td>LF</td>
<td>$8.00</td>
<td>$23,400</td>
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<tr>
<td>4</td>
<td>Sidewalk (6 Total)</td>
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<td>$21,190</td>
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<td>7</td>
<td>EA</td>
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<td>$11,550</td>
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**Infrastructure East 31st Avenue**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Item Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Roadway Earthwork 1&quot; Scarify</td>
<td>1,394</td>
<td>CY</td>
<td>$2.55</td>
<td>$3,564</td>
</tr>
<tr>
<td>2</td>
<td>6&quot; Asphalt Section w/ 6&quot; Agg. Base 32’ wide</td>
<td>28,407</td>
<td>SF</td>
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<td>$119,309</td>
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<td>3</td>
<td>Curb &amp; Gutter (2.5 Total)</td>
<td>2,229</td>
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<td>LF</td>
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<td>$18,890</td>
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<td>ADA Ramps</td>
<td>6</td>
<td>EA</td>
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<td>$9,900</td>
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**Cost Summary:**

- **Total Cost:** $222,885
- **Subtotal:** $189,375
- **Notes:**
  - The total costs and other numbers in this Opinion of Probable Cost have been rounded.
  - Kimley-Horn & Associates, Inc. prepared the OPCP from construction drawings dated 06/24/2019 for this site; therefore, the final quantities are subject to change.
  - The final plan could change significantly through the development process.
  - This OPCP is not intended for loaning financial decisions or securing funding.
  - Review all notes and assumptions carefully.
  - Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on cost shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.
### Kimley-Horn

#### Opinion of Probable Construction Cost

<table>
<thead>
<tr>
<th>Client:</th>
<th>Paulscorp LLC</th>
<th>Date:</th>
<th>7/11/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>Wolf Creek Run - West</td>
<td>Prepared By:</td>
<td>JAR</td>
</tr>
<tr>
<td>KHA No:</td>
<td>000109513</td>
<td>Checked By:</td>
<td>EIC</td>
</tr>
</tbody>
</table>

#### Title: WCR West Filing No. 1 (163 Lots) - County Survey Estimate (SIA)  Sheet: 2 of 4

Kimley-Horn & Associates, Inc. prepared the OCP from construction drawings dated 06/24/2019 for this site; therefore, the final quantities are subject to change. Additionally, the final land plan could change significantly throughout the development process. This OCP is not intended for raising financial decisions, or securing funding. Reviews estimates and assumptions. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to the costs as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Item Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Roadway Earthwork 1' Scarify</td>
<td>652</td>
<td>CY</td>
<td>$3.20</td>
<td>$2,087</td>
</tr>
<tr>
<td>2</td>
<td>5' Asphalt Section w/ 6' Agg. Base 32' wide</td>
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<td>EA</td>
<td>$1,650.00</td>
<td>$1,650</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>Infrastructure Nora Street</strong></td>
<td><strong>652</strong></td>
<td><strong>CY</strong></td>
<td><strong>$3.20</strong></td>
<td><strong>$2,087</strong></td>
</tr>
<tr>
<td>1</td>
<td>Roadway Earthwork 1' Scarify</td>
<td>1,661</td>
<td>CY</td>
<td>$3.20</td>
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<tr>
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<td>1</td>
<td>EA</td>
<td>$1,650.00</td>
<td>$1,650</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>Infrastructure Nectar Street</strong></td>
<td><strong>1,661</strong></td>
<td><strong>CY</strong></td>
<td><strong>$3.20</strong></td>
<td><strong>$5,385</strong></td>
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<tr>
<td>1</td>
<td>Roadway Earthwork 1' Scarify</td>
<td>1,544</td>
<td>CY</td>
<td>$3.20</td>
<td>$4,942</td>
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<td>5' Asphalt Section w/ 6' Agg. Base 32' wide</td>
<td>29,792</td>
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<td><strong>Total</strong></td>
<td><strong>Infrastructure Oxley Street</strong></td>
<td><strong>1,544</strong></td>
<td><strong>CY</strong></td>
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<td><strong>$4,942</strong></td>
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<td><strong>Total</strong></td>
<td><strong>Infrastructure Pershing Street</strong></td>
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<td><strong>CY</strong></td>
<td><strong>$3.20</strong></td>
<td><strong>$6,400</strong></td>
</tr>
</tbody>
</table>

**Total Cost:** $237,990
## Opinion of Probable Construction Cost

**Title:** WCR West Filling No. 1 (103 Lots) - County Surety Estimate (S/A)

**Sheet:** 3 of 4

Kimley-Horn & Associates, Inc. prepared the OPCF from construction drawings dated 06/24/2019 for this site; therefore, the final quantities are subject to change. Additionally, the final land plan could change significantly through the development process. This OPCF is not intended for bidding financial decisions, or securing funding. Review all notes and assumptions. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions are to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Item Cost</th>
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<tbody>
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<tr>
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## Opinion of Probable Construction Cost

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<th>Quantity</th>
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<tbody>
<tr>
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Subtotal: $27,711,609

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<th>Unit</th>
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<th>Item Cost</th>
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<td>5%</td>
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</tr>
</tbody>
</table>

Basis for Cost Projection: Total: $3,441,624

### Construction Completion Date:

Initials or signature of Developer: ____________________________

Page 12 of 13
EXHIBIT "C"
Wolf Creek Run Staging Plan

WOLF CREEK RUN WEST FILING NO. 1

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF AURORA, STATE OF COLORADO

MONUMENT SUIDOR LEGEND

- RING
- DRILL SITE
- MARKER
- CHAIN
- GPS
- SURVEY POINT

Page 13 of 13
Hi Greg,
Below is the collateral amount I calculated. This is only base if they will finish construction within a year. If it's going to take longer then an additional 5% inflation would need to be added to the total.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Cost Estimate from Exhibit “B2”</td>
<td>2,733,304.40</td>
</tr>
<tr>
<td>Additional 20% for Administration</td>
<td>546,660.88</td>
</tr>
<tr>
<td>Total Cost with 20% Admin</td>
<td>3,279,965.28</td>
</tr>
<tr>
<td>Additional 5% per year of Total Cost with 20% Admin</td>
<td>163,998.26</td>
</tr>
<tr>
<td>Total</td>
<td>3,443,963.54</td>
</tr>
</tbody>
</table>

Thanks and have a great day.

Laura Garcia
Senior Accountant, Finance
4430 South Adams County Parkway, 4th floor, Suite C4228
Brighton, CO 80601
720.523.6239 | Lgarcia@adcogov.org | adcogov.org

Hi Laura,

The attached SIA is ready for review. Do you think you could get me comments before 12/24?

Greg Barnes
Planner III, Community and Economic Development Dept.
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8216
720.523.6853 | gjbarnes@adcogov.org | adcogov.org
Phase I = 28 lots
Phase II = 41 lots
Phase III = 33 lots
INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
5496 North U.S. Highway 85, P.O. Drawer A
Sedalia, Colorado 80135
303-688-3100

GENERAL RIGHT-OF-WAY EASEMENT
(Large Parcels & Planned Developments)

NOW ALL MEN BY THESE PRESENTS, that Paul’s Development East LLC, whose address is 5496 North U.S. Highway 85, Sedalia, Colorado 80135, and to its successors or assigns, a right-of-way and easement ten feet in width for the construction and continued operation, maintenance, inspection, repair, alteration, and replacement of an electric transmission and distribution line or system attached to poles or other supports, together with guys and other attachments, underground cables, wires, conduits, manholes, splice boxes, testing terminals located on the surface or underground, and other attachments and incidental equipment and appurtenances upon, over, under, and across the following premises belonging to the said Grantor situated in the County of Adams and State of Colorado, and more particularly described as follows:

An easement over, under, through, and across said development known as Wolf Creek Run

Within thirty (30) days after the completion of construction of said utility lines, Grantor shall have the following options:

1. At Grantor’s sole cost and expense to cause a survey to be made of the utility lines as constructed, Grantor and the Association shall agree on a legal description for the easement based on the survey. Grantor shall execute and deliver to Association the above replacement easement using the Association approved easement form or

2. If Grantor fails to complete the survey, the Association shall record this general easement.

Together with all the rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including, for the installation and maintenance of said line, the right to cut, trim, and remove trees, brush, overhanging branches, shrubbery, and other obstruction located within five feet of the centerline of said line or system or that may interfere with or threaten to endanger the operation, maintenance, and repair of said line or system; to place location markers on the surface, on or beyond said right-of-way and easement for the said underground facilities, where appropriate; to license, permit, or otherwise agree to the joint use or occupancy of the line or system, whether overhead or underground, by any other person, association, or corporation for use of electric or communication purposes; and to open and close any fences crossing said right-of-way and easement or, when agreed to by Grantor, to install gates and stiles in said fence.

The undersigned agrees that all poles, wires, and other facilities installed upon, over, under, or across the above described lands by the Association shall remain the property of and may be removed at the option of the Association.

Grantor for himself/herself, his/her heirs, executors, administrators, successors, and assigns, while reserving the right to use said strip of land for all purposes not inconsistent with the rights herein granted to said Association, hereby covenants that no structures shall be erected, or combustible material or property shall be permitted, on said strip, and that the said strip shall not be used in any manner which will interfere with or damage the facilities installed pursuant to this grant, or interfere with the maintenance, repair, and replacement of said facilities.

The undersigned covenants that he/she is the owner of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except the following:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 17th day of November 2003.

[Signature]

[Signature]

STATE OF COLORADO
County of Adams

The foregoing instrument was acknowledged before me this 17th day of November 2003.

by [Signature]

Witness my hand and official seal.

[Signature]

Notary Public

[Notary Seal]
IREA 30' BLANKET EASEMENT REC#
20040716000624660
December 3, 2019

Holden Pederson
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Wolf Creek Run West Filing No. 1 - Resubmittal, PRC2019-00009
TCHD Case No. 6003

Dear Mr. Barnes,

Thank you for the opportunity to review and comment on the resubmittal of the Final Development Plan to develop 429 dwelling units on 200 acres and Final Plat for 103 lots on 13 tracts located at the northwest corner of E. 26th Avenue and Piggott Road. Tri-County Health Department (TCHD) staff previously reviewed the application for the first submittal of the Final Development Plan and, in a letter dated September 16, 2019 responded with the comments included below. TCHD has no further comments.

Community design to support walking and bicycling
Because chronic diseases related to physical inactivity and obesity now rank among the country’s greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

Sidewalks:
Designers of active living communities typically recommend that sidewalks be a minimum of clear width of five (5) feet, the space needed for two people to walk comfortably side by side, with a buffer area like a tree lawn between the sidewalk and the street. TCHD encourages the use of detached sidewalks of at least 5 feet in width throughout the development.

Safe Routes to School:
Tri-County Health Department (TCHD) strongly supports community plans that include thoughtful consideration of safe circulation of students on and around the school campuses.

The application discusses plans for a school site at the northwest corner of 26th Avenue and Piggott Road. TCHD applauds the applicant for incorporating 5 feet sidewalks throughout the development. Additional students needing to access the nearby school
are likely going to use E. 26th Avenue and Piggott road to get to the school site. We recommend the applicant consider better and safer connectivity to the school site by incorporating detached sidewalks along Piggott Road and 26th Avenue.

**Street Grid:**
TCHD encourages the applicant to consider a well-connected street grid with multiple street connections to the east/west and north/south. A gridded system will provide better connections to adjacent developments and will reduce the traffic on nearby arterial streets by offering additional routes for local trips. A more connected street grid will also increase the travel routes for motorized and non-motorized trips offering better access to nearby destinations and encouraging a more walkable community.

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions.

Sincerely,

Annemarie Heinrich Fortune, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD
December 13, 2019

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: Wolf Creek Run West - Resubmittal, Case # PRC2019-00009

As Public Service Company of Colorado’s (PSCo) Right of Way & Permits Referral Desk has previously stated, there is no apparent conflict with the final development plan for Wolf Creek Run West. Please be aware that PSCo does not serve natural gas or electric in this area.

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