Community & Economic Development Department www.adcogov.org



1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

SUBDIVISION-MAJOR / FINAL

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pg. 3) included in this packet for more information on each submittal item.

All applications shall be submitted electronically to epermitcenter@adcogov.org. If the submittal is too large to email as an attachment, the application may be sent as an unlocked OneDrive link. Alternatively, the application may be delivered on a flash drive to the One-Stop Customer Service Center. All documents should be combined in a single PDF. Once a complete application has been received, fees will be invoiced and payable online at https://permits.adcogov.org/CitizenAccess/.

- 1. Development Application Form (pg. 5)
- 2. Application Fees (pg. 2)
- 3. Written Explanation of the Project
- 4. Site Plan Showing Proposed Development
- 5. Copy of Plat prepared by Registered Land Surveyor (pg. 7)
- 6. Subdivision Improvement Agreement (SIA)
- 7. School Impact Analysis (contact applicable District)
- 8. Fire Protection Report (required prior to Public Hearing)
- 9. Proof of Ownership
- 10. Proof of Water and Sewer Services
- 11.Proof of Utilities 🗸
- 12.Legal Description
- 13. Statement of Taxes Paid
- 14. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 12)
- 15. Certificate of Surface Development (pg. 13)
- 16. Subdivision Engineering Review application (separate <u>application</u>)¹ continued on next page...

Community & Economic Development Department www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 PHONE 720.523.6800 FAX 720.523.6998

DEVELOPMENT APPLICATION FORM

Application Type) :			
Subo	ceptual Review division, Preliminary division, Final Correction/ Vacation	Preliminary PUD Final PUD Rezone Special Use	Tempora Variance Conditio Other:	
PROJECT NAME	:			
APPLICANT				
Name(s):			Phone #:	
Address:				
City, State, Zip:				
2nd Phone #:			Email:	
OWNER				
Name(s):			Phone #:	
Address:				
City, State, Zip:				
2nd Phone #:			Email:	
TECHNICAL REF	PRESENTATIVE (C	Consultant, Engin	eer, Surve	yor, Architect, etc.)
Name:			Phone #:	
Address:				
City, State, Zip:				
2nd Phone #:			Email:	

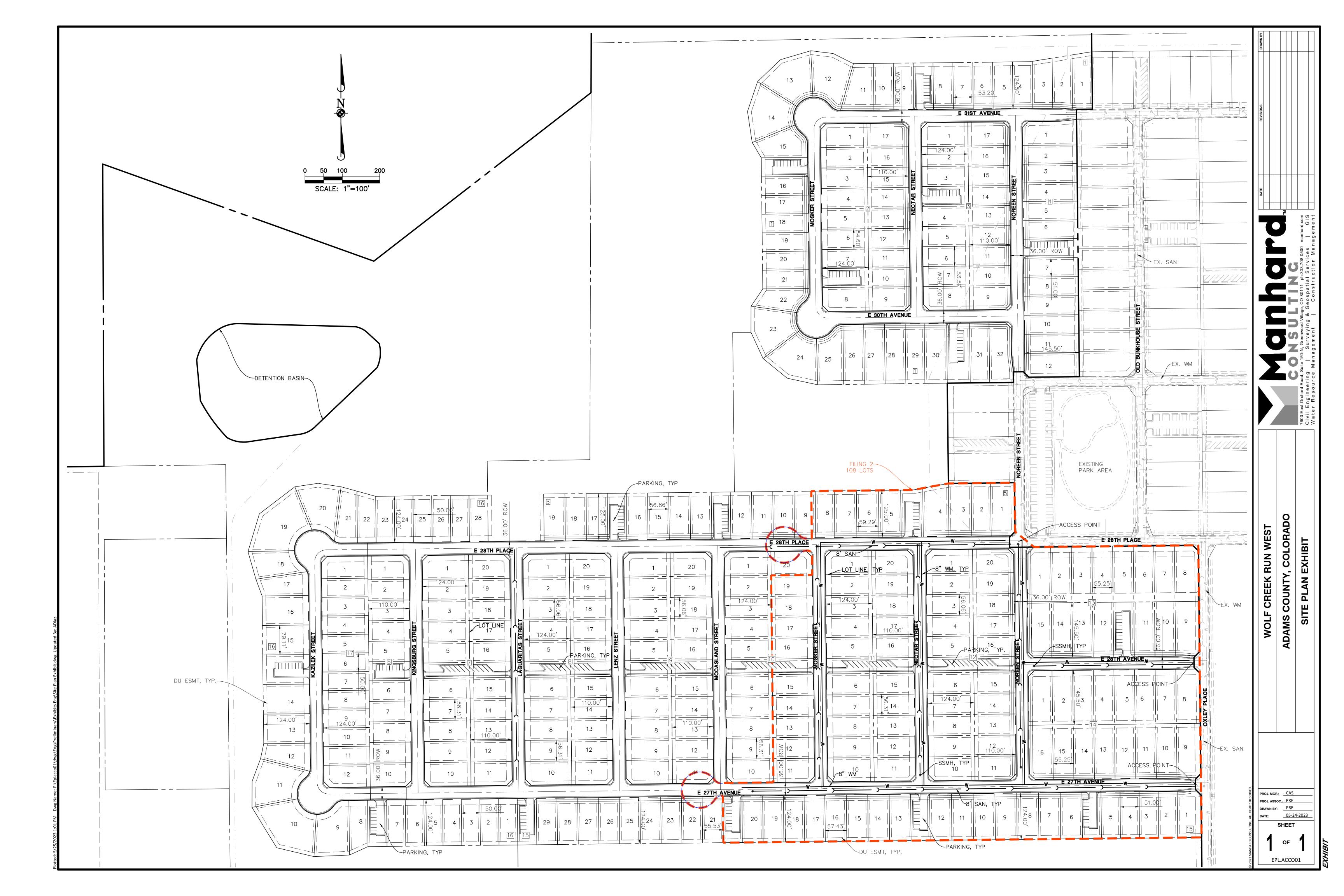
DESCRIPTION OF SITE

Address:	
City, State, Zip:	
Area (acres or square feet):	
Tax Assessor Parcel Number	
Existing Zoning:	
Existing Land Use:	
Proposed Land Use:	
Have you attende	d a Conceptual Review? YES NO
If Yes, please list	PRE#: [2023-00039
under the author pertinent requirem Fee is non-refund	at I am making this application as owner of the above described property or acting rity of the owner (attached authorization, if not owner). I am familiar with all nents, procedures, and fees of the County. I understand that the Application Review dable. All statements made on this form and additional application materials are my knowledge and belief.
Name:	Date:
	Owner's Printed Name
Name:	Carlton BAbbs
	Owner's Signature



PROJECT DESCRIPTION WOLF CREEK RUN WEST — FILING 2 ADAMS COUNTY, COLORADO

The project site is approximately ±140 acres located west of Piggott Road and north of East 26th Avenue. The site is located in the south ½ of Section 29, Township 3 South, Range 62 West of the Sixth Principal Meridian, County of Adams, State of Colorado. The proposed development is bounded by Wolf Creek Run West – Filing 1 and Piggott Road to the east, E 26th Avenue to the south, Wolf Creek Road to the west, and open space to the north. The proposed site will consist of a single-family development with 108 homes, and a future 219 to be developed in the future. The development will consist of underground utilities, stormwater management facilities, public roadways, designated parking areas, as well as the development of the single-family homes.



LOCATED IN THE SOUTH HALF OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET INDEX

SHEET 1: COVER SHEET, LEGAL DESCRIPTION, NOTES SHEET 2: TRACT AND LAND SUMMARY CHARTS

SHEET 3: OVERALL BOUNDARY SHEET 4-11: DETAIL SHEETS

DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT EAST PEAK LAND DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY BY VESTING DEED RECORDED AT RECEPTION NO. C0818983 BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF (\$1/2) 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:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 29, THENCE SOUTH 00°10'45" WEST, A DISTANCE OF 37.70 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NUMBER C1065639 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND BEING THE POINT OF BEGINNING;

THENCE NORTH 88°13'23" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,338.50 FEET TO THE NORTHWEST CORNER OF TRACT O. WOLF CREEK RUN WEST FILING NO. 1, RECORDED AT RECEPTION NUMBER 2020000102832 IN SAID RECORDS;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID WOLF CREEK RUN WEST FILING NO. 1 THE FOLLOWING TWENTY—SIX (26) COURSES:

- 1. SOUTH 00°37'55" EAST, A DISTANCE OF 381.21 FEET: 2. SOUTH 89°22'05" WEST, A DISTANCE OF 42.78 FEET; 3. SOUTH 00°37'55" EAST, A DISTANCE OF 716.00 FEET; 4. SOUTH 89°22'05" WEST, A DISTANCE OF 135.00 FEET; 5. NORTH 45°37'55" WEST, A DISTANCE OF 21.21 FEET; 6. SOUTH 89°22'05" WEST, A DISTANCE OF 27.00 FEET: 7. SOUTH 00°37'55" EAST, A DISTANCE OF 28.50 FEET; 8. SOUTH 89°22'05" WEST, A DISTANCE OF 177.00 FEET; 9. SOUTH 00°37'55" EAST, A DISTANCE OF 268.65 FEET; 10. NORTH 89°22'05" EAST, A DISTANCE OF 177.00 FEET; 11. SOUTH 00°37'55" EAST, A DISTANCE OF 131.00 FEET; 12. SOUTH 44°22'05" WEST, A DISTANCE OF 21.21 FEET; 13. SOUTH 00°37'55" EAST, A DISTANCE OF 27.00 FEET; 14. NORTH 89°22'05" EAST, A DISTANCE OF 490.50 FEET; 15. SOUTH 45°37'55" EAST. A DISTANCE OF 21.21 FEET: 16. SOUTH 00°37'55" EAST, A DISTANCE OF 270.00 FEET; 17. SOUTH 44°22'05" WEST, A DISTANCE OF 21.21 FEET; 18. SOUTH 00°37'45" EAST, A DISTANCE OF 27.00 FEET;
- 19. SOUTH 45°37'55" EAST, A DISTANCE OF 21.22 FEET; 20. SOUTH 00°37'55" EAST, A DISTANCE OF 270.00 FEET; 21. SOUTH 44°22'05" WEST, A DISTANCE OF 21.21 FEET; 22. SOUTH 00°37'55" EAST, A DISTANCE OF 27.00 FEET; 23. SOUTH 45°37'55" EAST, A DISTANCE OF 21.21 FEET; 24. SOUTH 00°37'55" EAST, A DISTANCE OF 309.60 FEET; 25. SOUTH 44°22'05" WEST, A DISTANCE OF 28.61 FEET;
- 26. SOUTH 00°37'23" EAST, A DISTANCE OF 70.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 29;

THENCE SOUTH 89°22'32" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,625.44 FEET TO THE SOUTH QUARTER (S1/4) CORNER OF SAID SECTION 29;

THENCE SOUTH 89°22'09" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 29, A DISTANCE OF 2,491.44 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF WOLF CREEK ROAD AS DESCRIBED AND RECORDED IN BOOK 173 AT PAGE 67 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF WAY LINE THE FOLLOWING THREE (3)

- 1. NORTH 02°41'48" EAST, A DISTANCE OF 757.29 FEET TO A POINT OF
- 2. ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09°35'41", A RADIUS OF 1,504.00 FEET, AN ARC LENGTH OF 251.86 FEET, THE CHORD OF WHICH BEARS NORTH 02°06'03" WEST, A DISTANCE OF 251.56
- 3. NORTH 06°53'53" WEST, A DISTANCE OF 303.51 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) OF SAID SECTION 29:

THENCE NORTH 89°12'52" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,203.92 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4);

THENCE NORTH 00"3'40" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4SW1/4), A DISTANCE OF 809.65 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NUMBER C0935218 IN SAID RECORDS:

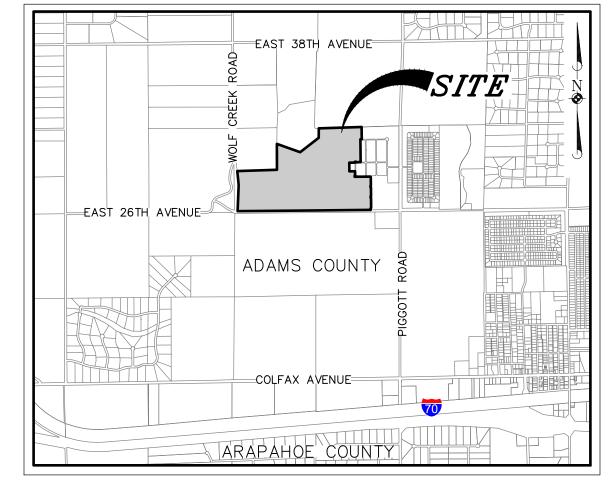
THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

- 1. SOUTH 70°17'39" EAST, A DISTANCE OF 771.28 FEET; 2. NORTH 52"11"47" EAST. A DISTANCE OF 736.37 FEET:
- 3. NORTH 0010'45" EAST, A DISTANCE OF 295.30 FEET TO THE POINT OF

CONTAINING A CALCULATED AREA OF 7,822,801 SQUARE FEET OR 179.5868 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, STREETS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF WOLF CREEK RUN WEST FILING NO. 2, AND ALL PUBLIC STREETS ARE HEREBY DEDICATED TO ADAMS COUNTY FOR PUBLIC USE.

THE UNDERSIGNED DOES ALSO HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.



VICINITY MAP

(1" = 3000')

NOTES

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN
- 2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE
- 3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE ALTA COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER NO. ABC70779829-9, WITH AN EFFECTIVE DATE: MAY 23, 2023 AT 5:00 PM.
- 4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY(S) NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY(S) WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON(S) OR ENTITY(S).
- 5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- 6. BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 89'03'28" EAST, BEING MONUMENTED ON THE WEST END BY A 3.25" ALUMINUM CAP STAMPED "PLS 25379" AND ON THE EAST END BY A 3.25" ILLEGIBLE ALUMINUM
- 7. FLOODPLAIN: A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE AE. BASE FLOOD ELEVATIONS DETERMINED AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) - MAP NUMBER 08001C0740H WITH A MAP REVISED DATE OF OF MARCH 5, 2007.
- 8. DRAINAGE AND UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE. AND OPERATION OF THE UTILITIES AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- 9. SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING CONSTRUCTION.
- 10. ALLEYS SHALL BE OWNED AND MAINTAINED BY THE WOLF CREEK RUN WEST HOA, FOR RESIDENTIAL ACCESS TO THE LOTS AND TRASH SERVICE.

11. NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOT UNTIL ALL PUBLIC IMPROVEMENTS, AS REQUIRED BY THE

COUNTY DEPARTMENT OF PUBLIC WORKS.

12. STATEMENT RESTRICTING ACCESS: A STATEMENT RESTRICTING ACCESS RIGHTS ACROSS THE RIGHT-OF-WAY LINES OF MAJOR HIGHWAYS, PARKWAYS, STREETS OR FREEWAYS, WHERE REQUIRED AS A PROVISION OF APPROVAL.

APPROVED CONSTRUCTION PLANS, HAVE BEEN COMPLETED AND ARE UNDER PRELIMINARY ACCEPTANCE OF THE ADAMS

- 13. STORM DRAINAGE FACILITIES STATEMENT: THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLET, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT, SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHTS TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNER(S).
- 14. MONUMENTS, ORNAMENTAL COLUMNS, WINDOW WELLS, COUNTERFORTS, PATIOS, DECKS, RETAINING WALLS AND THEIR COMPONENTS ARE NOT PERMITTED TO ENCROACH INTO UTILITY EASEMENTS.
- 15. THIS PLAT HEREBY DEDICATES A BLANKET ACCESS, DRAINAGE AND LANDSCAPE EASEMENT TO THE HOMEOWNER'S ASSOCIATION OVER AND ACROSS TRACTS J, K, L, M, ,N, O, P AND Q.
- 16. THE APPROVED STORM WATER OPERATIONS AND MAINTENANCE MANUAL IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION #__

NAME	AS TITLE	
STATE OF COLORADO)	
COUNTY OF) SS)	
THE FOREGOING CERTI	FICATE WAS ACKNOWLEDGED	BEFORE ME THIS DAY
OF	, 202, BY	AS AUTHORIZED SIGNATORY
FOR EAST PEAK LAND	DEVELOPMENT, LLC, A COLO	RADO LIMITED LIABILITY COMPANY.
WITNESS MY HAND AN	ID OFFICIAL SEAL.	
NOTARY PUBLIC		
MY COMMISSION FYPIR	RES:	

ACKNOWLEDGEMENT

BOARD	0F	COUNTY	COMMISSIONERS	APPROVAL
--------------	----	--------	----------------------	----------

APPROVED	BY	THE	ADAMS	COUNTY	BOARD	OF	COUNTY	COMMISSIONERS	THIS	 DAY
OF				 ,	202					
CHAIR						-				

ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED BY THE ADAM	MS COUNTY ATTORNEY'S OFFICE TH	HIS DAY
OF	, 202	
APPROVED AS TO FORM		

SURVEYOR'S CERTIFICATE

I, JASON W. WINIECKI, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO. DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON AUGUST 8, 2023, BY ME OR UNDER MY DIRECT SUPERVISION, THAT ALL MONUMENTS EXIST AS SHOWN HEREON AND THAT SAID PLAT ACCURATELY SHOWS THE SUBDIVISION DIMENSIONS AND DETAILS.

ı	ATTEST	THE	ABOVE	ON	,	202	

JASON W. WINIFCKI COLORADO PLS NO. 38814 FOR AND ON BEHALF OF MANHARD CONSULTING 7600 E. ORCHARD ROAD, SUITE 150-N GREENWOOD VILLAGE, COLORADO 80111 303.531.3210

DEPUTY CLERK AND RECORDER



CLERK AND RECORDER'S CERTIFICATE

THIS FINAL PLAT WAS FILED FOR	R RECORD IN	THE OFFICE	OF THE	ADAMS	COUNTY	CLERK	AND
RECORDER, IN THE STATE OF CO	DLORADO, AT		M.,	ON THIS		DA	Y OF
A.D. 2	02						
							_
DEPUTY CLERK AND RECORDER		F	RECEPTION	N NUMB	ER		

FILING OF. STATE WEST **PLAT** AL Z ADAM **E** E CREEK P WOLF

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PROJ ENG: DRAWN BY: __MKW <u>8/31/2</u> DATE. __N/A SCALE: SHEET

PROJ MGR. ___JWW

EPL.ACCO.01

OF

WOLF CREEK RUN WEST FILING NO. 2

LOCATED IN THE SOUTH HALF OF SECTION 29,
TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

	TRACT SUMMARY CHART									
TRACT AREA (S.F.) AREA (AC.)			USE	OWNERSHIP	MAINTENANCE					
TRACT A	230,446	5.2903	EASTERN ADAMS COUNTY METRO DISTRICT UTILITIES	EASTERN ADAMS COUNTY METRO DISTRICT	EASTERN ADAMS COUNTY METRO DISTRICT					
TRACT B	544,325	12.4960	PRIVATE OPEN SPACE	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT C	930,043	21.3508	PRIVATE OPEN SPACE, DRAINAGE AND EASTERN ADAMS COUNTY METRO DISTRICT UTILITIES	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT D	1,102,620	25.3127	PRIVATE OPEN SPACE	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT E	995,405	22.8513	PRIVATE OPEN SPACE	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT F	221,378	5.0821	PRIVATE PARK	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT G	821,622	18.8618	FUTURE SINGLE FAMILY DEVELOPMENT	EAST PEAK LAND DEVELOPMENT, LLC	EAST PEAK LAND DEVELOPMENT, LLC					
TRACT H	1,530,498	35.1354	FUTURE SINGLE FAMILY DEVELOPMENT	EAST PEAK LAND DEVELOPMENT, LLC	EAST PEAK LAND DEVELOPMENT, LLC					
TRACT I	162,480	3.7300	PRIVATE PARK	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT J	7,476	0.1716	VISTOR PARKING AND ACCESS	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT K	8,039	0.1845	VISITOR PARKING AND ACCESS	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT L	4,565	0.1048	VISTOR PARKING AND ACCESS	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT M	9,711	0.2229	VISITOR PARKING AND ACCESS	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT N	9,711	0.2229	VISITOR PARKING AND ACCESS	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT O	6,324	0.1452	VISITOR PARKING AND ACCESS	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT P	7,227	0.1659	VISITOR PARKING AND ACCESS	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					
TRACT Q	6,324	0.1452	VISITOR PARKING AND ACCESS	HOMEOWNERS ASSOCIATION	HOMEOWNERS ASSOCIATION					

LAND SUMMARY CHART								
TYPE	AREA (S.F.)	AREA (AC.)	% OF TOTAL					
LOTS (108)	788311	18.0971	10.08%					
TRACTS (17)	6597288	151.4529	84.33%					
ROW	437201	10.0368	5.59%					
TOTAL	7822801	179.5868	100.00%					



WOLF CREEK RUN WEST FILING NO. 2
UNTY OF ADAMS, STATE OF COLORADO
FINAL PLAT

 PROJ MGRI
 JWW

 PROJ ENGI
 JAF

 DRAWN BYI
 MKW

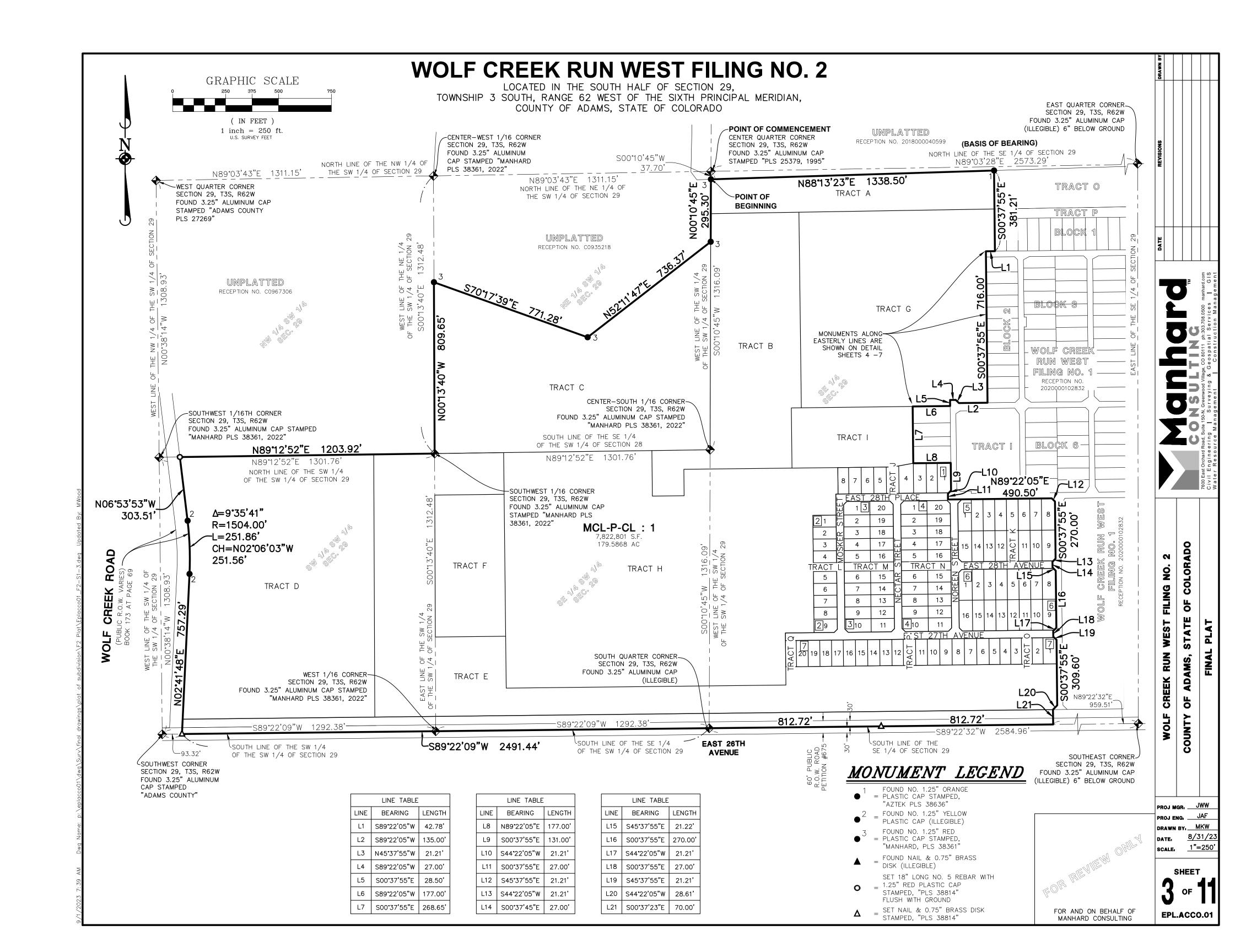
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 8/31/23

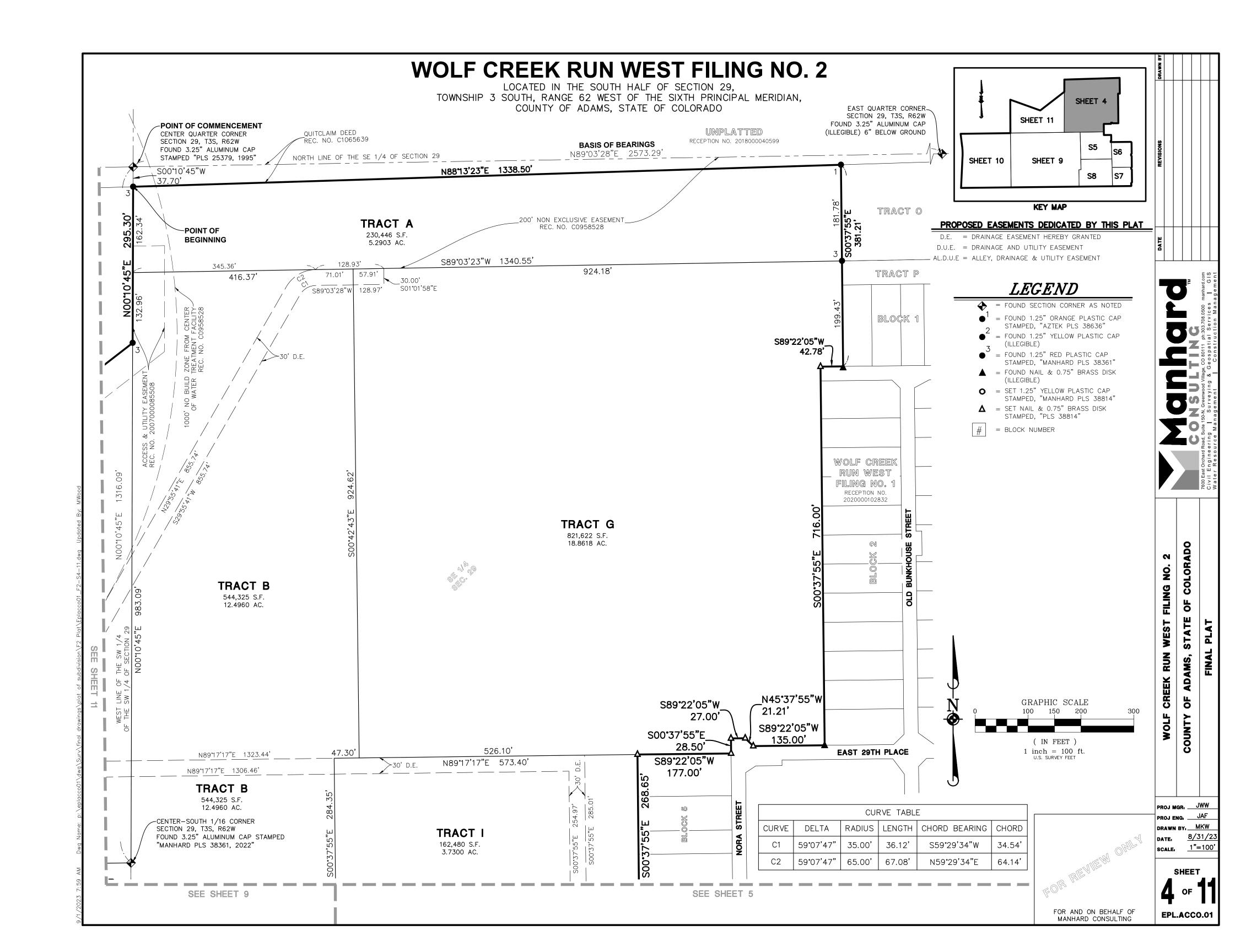
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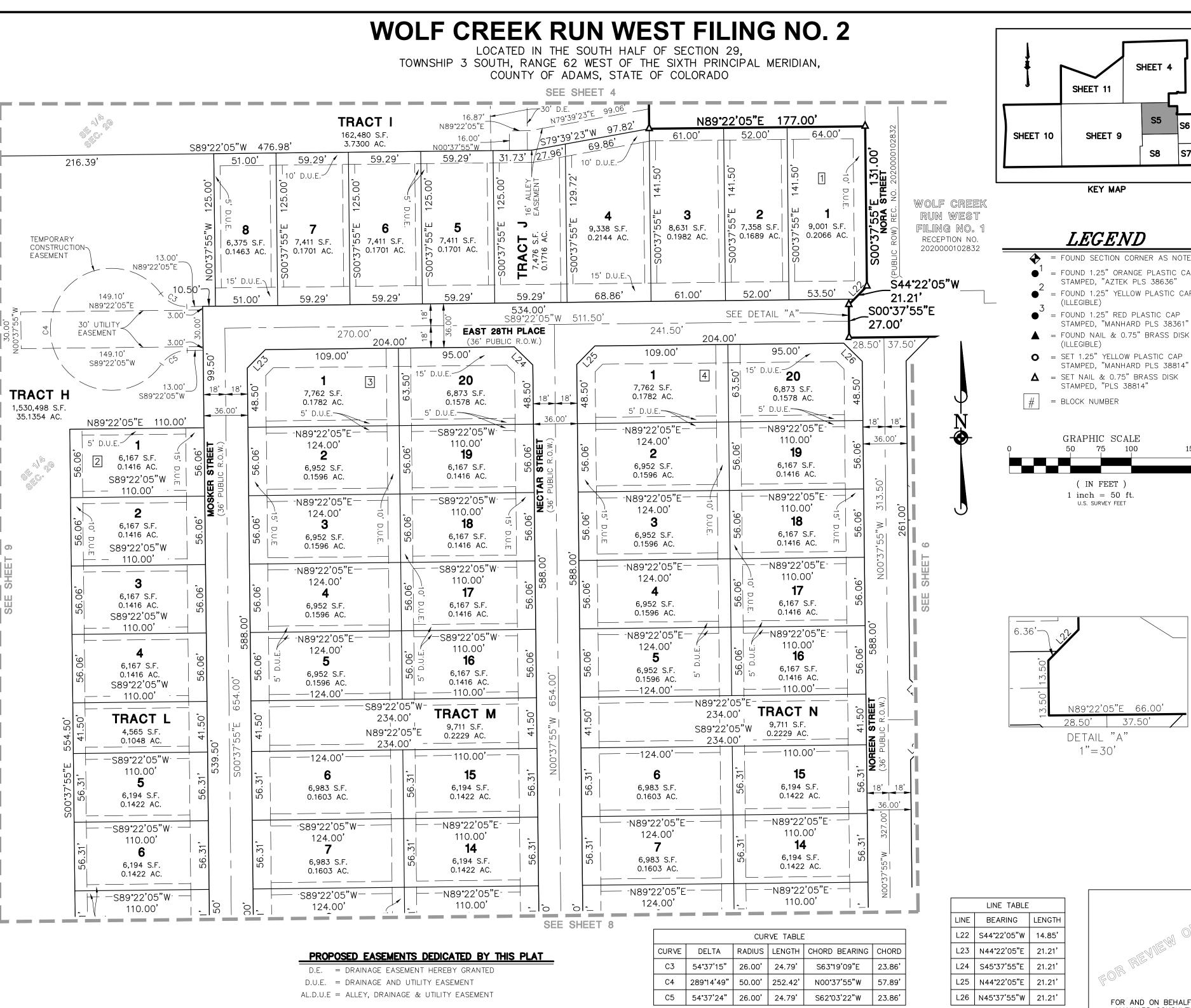
2 of 11
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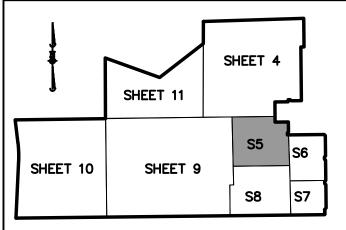
FOR AND ON BEHALF OF MANHARD CONSULTING

23 7:39 AM Dwg Name: p:\eplacco01\dwg\Surv\final drawings\plat









= FOUND SECTION CORNER AS NOTED

FOUND 1.25" ORANGE PLASTIC CAP

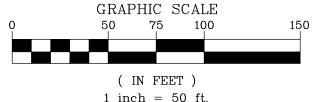
FOUND 1.25" YELLOW PLASTIC CAP

FOUND 1.25" RED PLASTIC CAP STAMPED, "MANHARD PLS 38361"

FOUND NAIL & 0.75" BRASS DISK

= SET 1.25" YELLOW PLASTIC CAP

= SET NAIL & 0.75" BRASS DISK



N89°22'05"E 66.00'



8/31/2 SCALE: 1"=50' SHEET OF

EPL.ACCO.01

PROJ MGRI ____JWW

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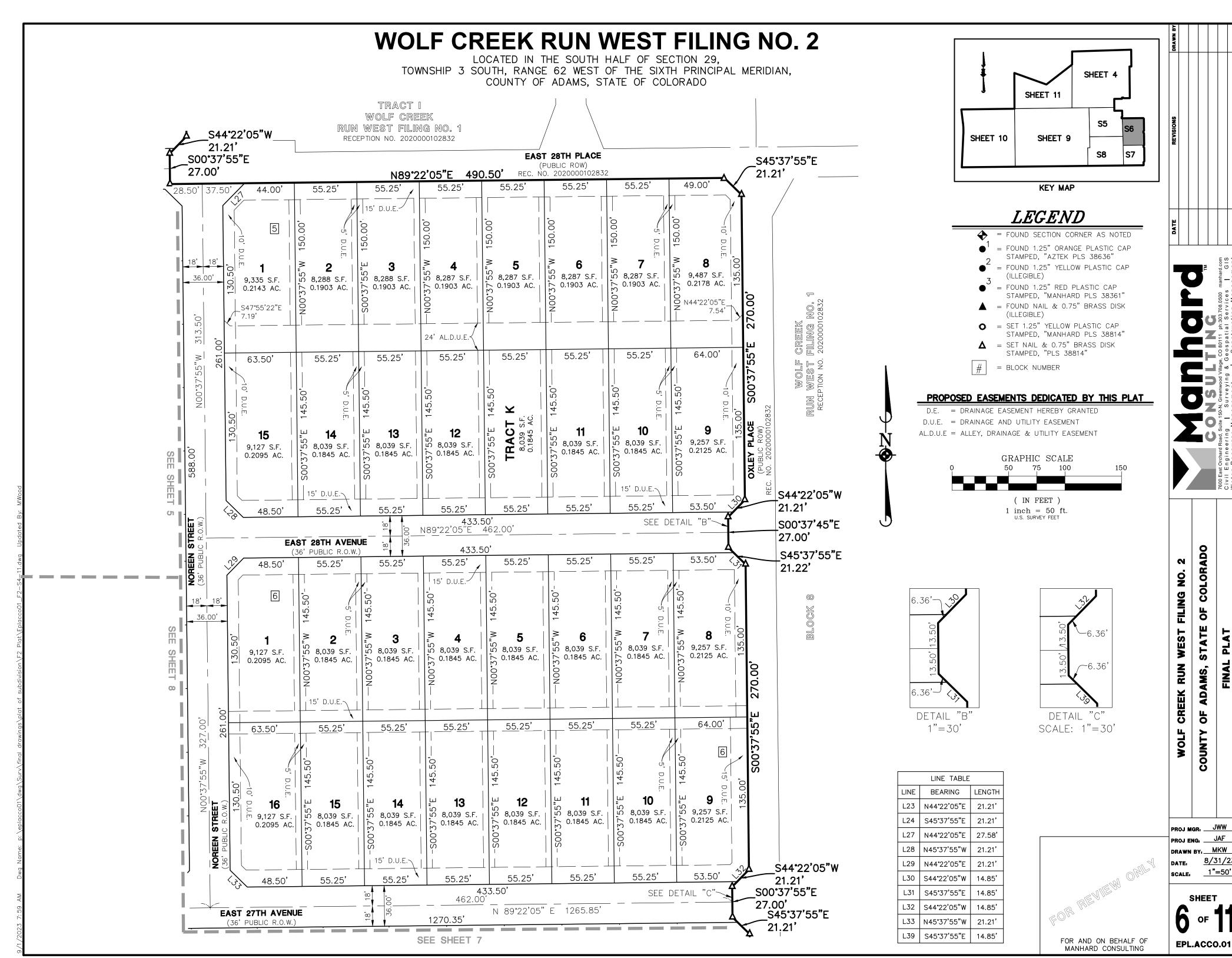
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WEST

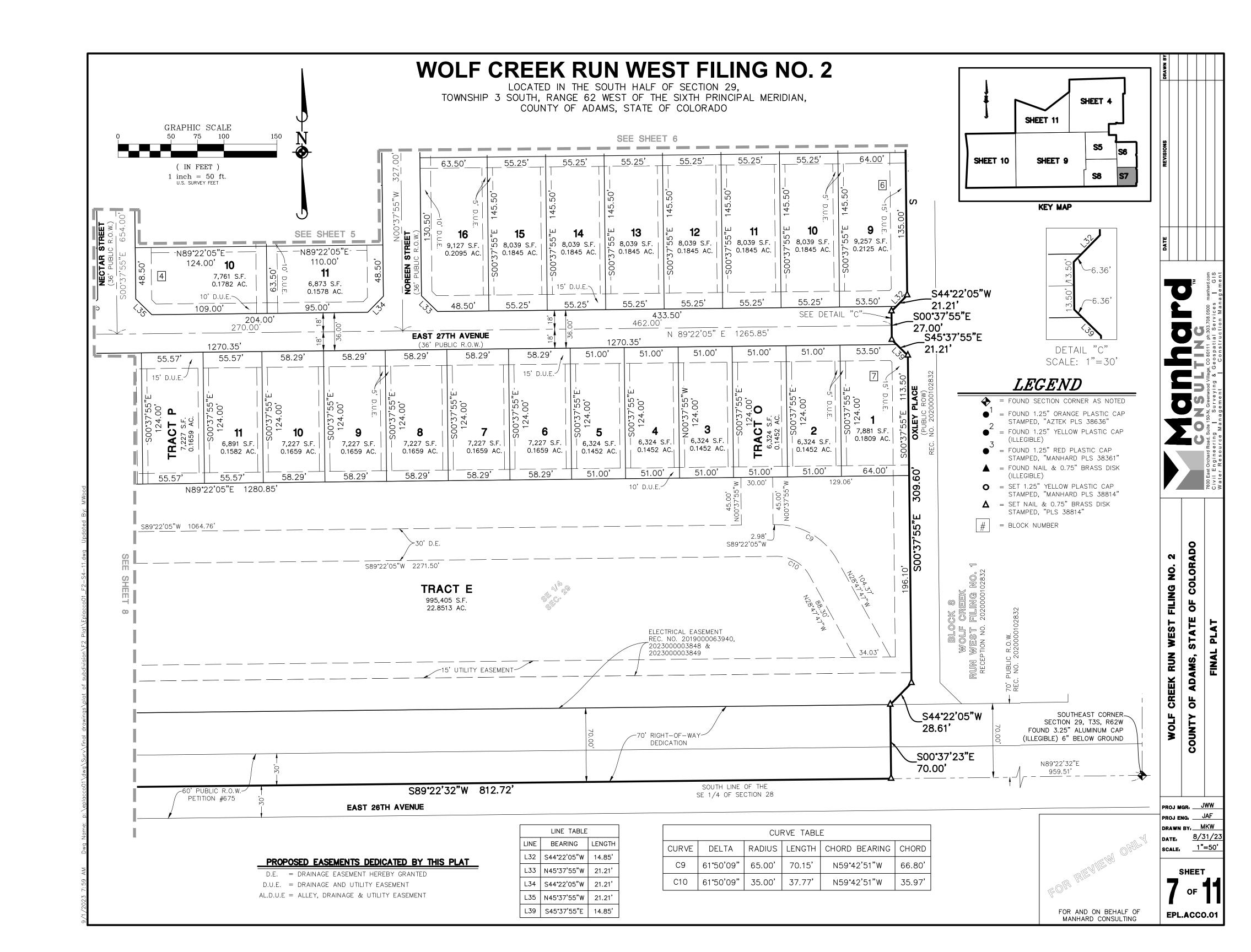
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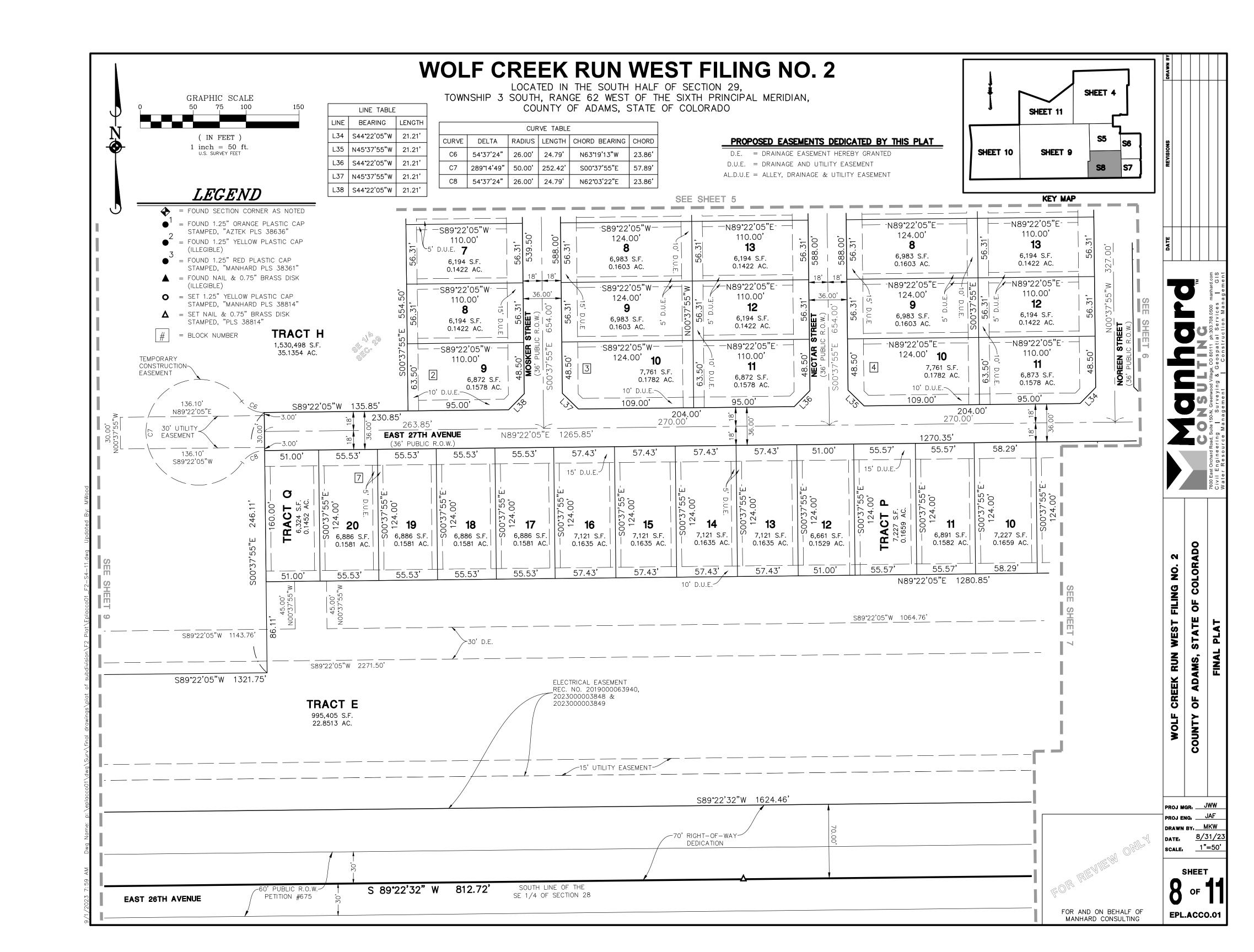
CREEK RI

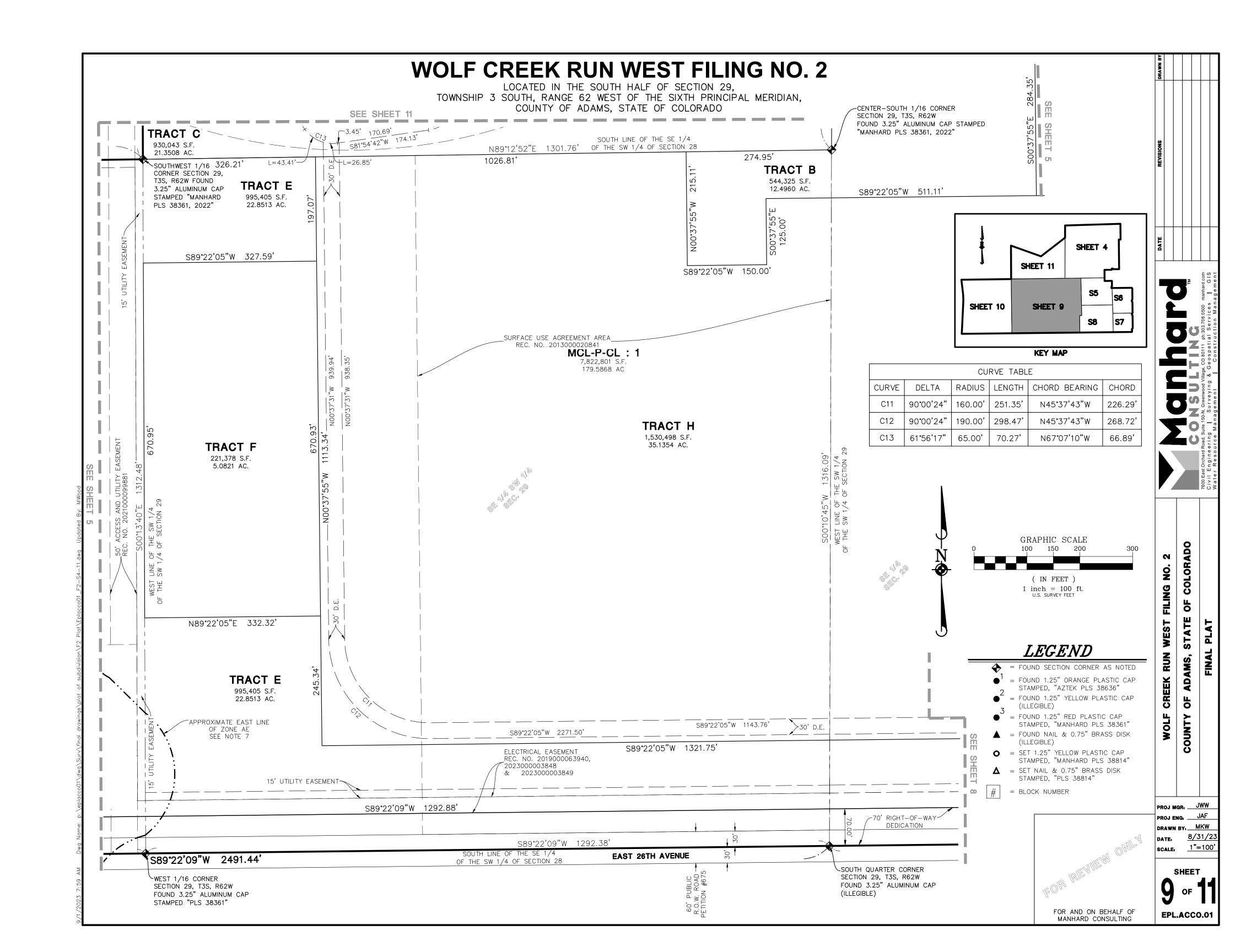
WOLF

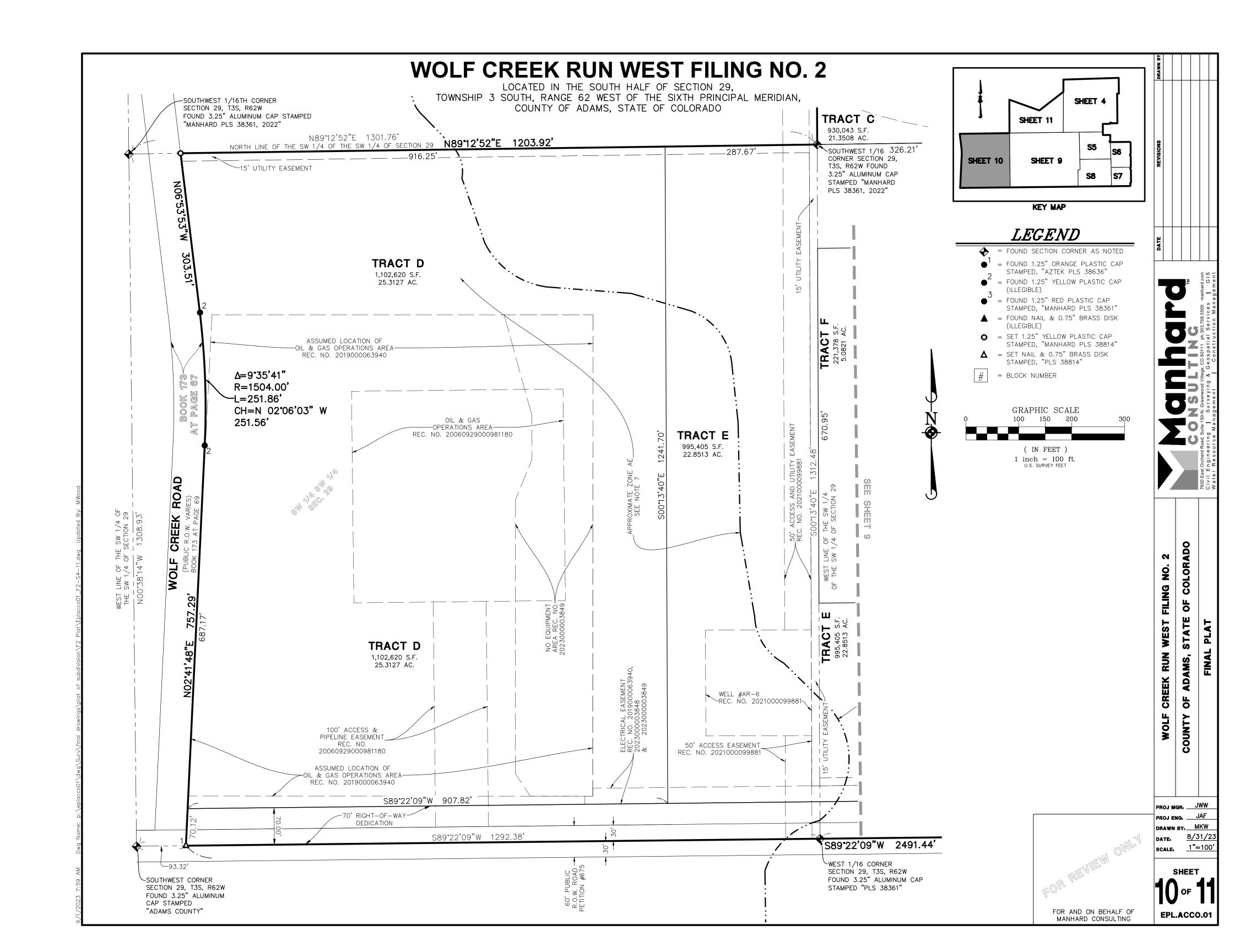


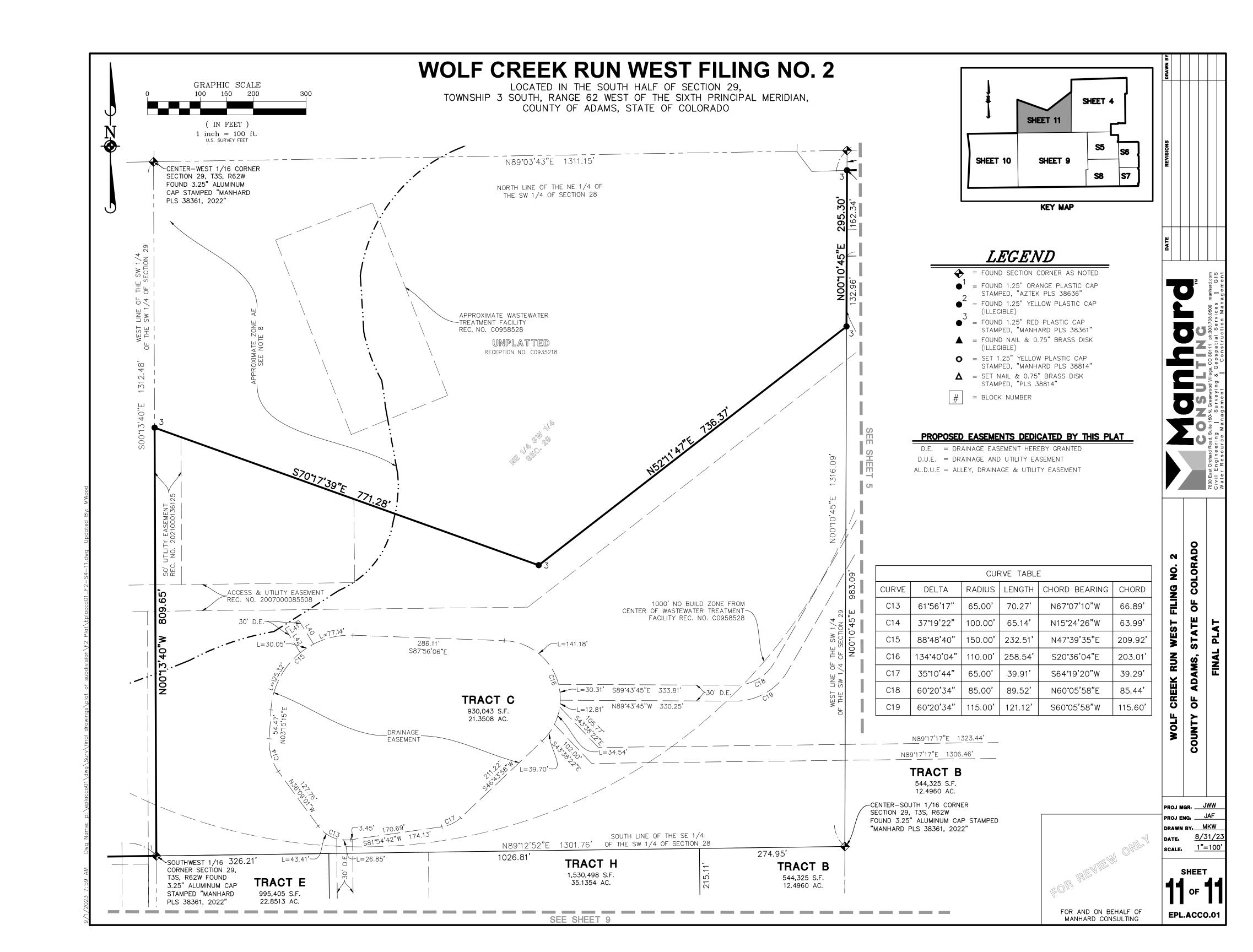
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2/17/2021 at 3:51 PM, 1 OF 19,

REC: \$103.00

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

CONNECTOR'S AGREEMENT

THIS CONNECTORS AGREEMENT ("Agreement") is made as of the 17 day of February, 2021, by and between EASTERN ADAMS COUNTY METROPOLITAN DISTRICT a quasi-municipal corporation and political subdivision of the State of Colorado ("the District") and FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation and its successors and assigns (the "Applicant"). The parties are sometimes referred to herein as a "Party" or the "Parties."

RECITALS

WHEREAS, the District is currently providing services to certain properties within Adams County, Colorado; and

WHEREAS, Applicant is the owner of other real properties in Adams County, a legal description of which is attached hereto as Exhibit A, and incorporated herein by this reference (the "Initial Property") and Applicant is under contract with PAULS DEVELOPMENT EAST, LLC, a Colorado limited liability company (the "Developer") to purchase additional property in Adams County, a legal description of which is attached hereto as Exhibit B (the "Additional Property" and together with the "Initial Property"); and

WHEREAS, Applicant recognizes that District provision of potable water supply and sanitary sewer collection, treatment and disposal services, and limited trail and landscape construction and maintenance ("Services") benefit the Property; and

WHEREAS, Applicant hereby agrees to be bound by the policies, rules, regulations, terms and conditions imposed by the District in order to obtain needed Services and/or Additional Services (defined below) and to pay such assessments, fees, charges and tolls associated therewith; and

WHEREAS, the statutes of the State of Colorado permit the District and Applicant to enter into this Agreement for the provision of Services to the Property, and said statutes further provide that such Agreement is binding upon the District and Applicant, and their successors, transferees and assigns; and

NOW THEREFORE, in consideration of the mutual covenants and stipulations herein expressed, District and Applicant agree as follows:

I. PRELIMINARY COVENANTS.

1. Generally.

A. This Agreement is intended to outline the terms and conditions under which the District will provide Services to the Property, as it lies. In all cases District and Applicant agree that, except as expressly set forth in this Agreement, there shall be no differentiation in the availability, extent, quality, use, or cost of service between the Property and properties within or without the District's boundaries receiving services from the District. The District acknowledges

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and agrees that the uses permitted by right or special review under the existing zoning for the Property established by the County, as well as residential use, are provided for within the District's Rules and Regulations, and are eligible for the Services in accordance with the terms of this Agreement.

- B. Applicant acknowledges and agrees that the Services provided hereunder include potable water supply and sanitary sewer collection, treatment and disposal services. To the extent Applicant desires, Applicant shall be responsible for the construction and provision of all other services, facilities and related improvements for the Property which are not within the scope of this Agreement, and in the absence of its specific agreement set forth in writing, the District shall have no obligation to contribute to any such effort outside the scope of this Agreement.
- Timing and Fees. Applicant and District have negotiated this Agreement in good faith in the interest of providing Services to the Property and thereby enhancing the value thereof. In consideration therefor, Applicant hereby agrees to follow all statutory requirements applicable to the Applicant's obligations hereunder, to pay all of their own legal, engineering, or other fees paid or costs incurred, with respect to or arising out of the proceedings and negotiations culminating in the execution of this Agreement, and to reimburse the District for its legal, engineering or other fees paid or costs incurred with respect to or arising out of said proceedings and negotiations and shall upon execution hereof deposit with the District \$15,000 as a fund from which the District will draw to pay these expenses. In order to reimburse the District for all other costs incurred by the District with respect to the execution of this Agreement including, but not limited to, the cost of technical reports detailing the impact of the proposed provision of Services in question on the District's service capacity, and recognizing that said provision of Services to the Property may require that the District expand the capacity of its service systems now or in the future, Applicant, its successors, purchasers and/or permitted assigns shall be required to pay to the District the following: (i) as a condition to the connection of and initiation of water and sewer service to any particular building improvement or separate irrigation facility ("Tap"), a District tap fee in the amount of \$19,500.00 ("Tap Fee"), of which \$10,000.00 will be retained by the District for ongoing needs, with the remaining \$9,500 (the "Applicant Tap Fee") will be rebated to the Applicant, its successors and assigns, as described below, and (ii) a District meter fee in the amount of \$445.50, which shall be paid upon application for a building permit for each lot.
- 3. Replacement of Prior Agreements. The District has recorded the following resolutions and entered into the following connector's agreements with Developer and its affiliates with respect to the Property (collectively the "Prior Agreements"):
- (a) Resolution Establishing Tap Fees and User Fees recorded October 18, 2001 at Reception No. C0874738.
 - (b) Connector's recorded December 5, 2003 at Reception No. C1248735.

This Connector's Agreement supersedes and replaced, in their entirety, the Prior Agreements, solely and exclusively as it relates to the Property. The Prior Agreements shall be of no further force and effect solely and exclusively as it relates to the Property.

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II. CONDITIONS OF SERVICE

- 1. Service Limitations. Services shall be furnished under this Agreement to the Property to serve development that is determined by the District, as further described below, to equal but not exceed the equivalent of three hundred eighty-nine (389) single family equivalents, and subject to the provisions of this Agreement, non-potable irrigation water for single family equivalents within the Property and open spaces, park spaces and green spaces within the Property (the "Service Limit"). The District has secured from the Developer and reserved for that purpose water rights (the "Initial Water") in an amount sufficient to satisfy the Service Limit. Services to the Property in excess of that capable of being served with the Initial Water shall be contingent upon dedication to the District by Applicant of additional water rights in addition to the Initial Water, which additional water rights are, in the opinion of the District, adequate and acceptable for use by the District. Applicant shall be solely responsible for obtaining such additional water, provided however that the District shall have the right but not the obligation to make such water as the District, in its sole determination, has available for the Applicant's use on such terms and conditions as may be mutually acceptable. Developer, or its successors or assigns, shall submit to the District the irrigation and landscape plans for single family equivalents, together with irrigation plans, water budget and tap size justification for open spaces within the Property for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, and such plans and specifications shall adhere to the District's limitations on irrigated square footage for such single family equivalents not exceeding 3,000 square feet of blue grass sod or blue grass sod equivalent per single family equivalent.
- 2. <u>Exclusivity.</u> The parties hereto acknowledge and agree that the District is committing, subject to the terms hereof, to provide Services to the Property in perpetuity, which commitment includes the reservation of capacity in the District's existing system proportionate to that commitment. Accordingly, District shall be the sole source of Services to the Property, and Applicant may not utilize any alternate source of Services or allow any cross-connection of Services without the prior written authorization of the District.
- 3. <u>Tap Conversion.</u> In determining the number of Taps allowed for the Property, from time to time, the District shall calculate the Tap equivalent, per acre-foot of assumed actual production provided, utilizing the District's applicable conversion ratios, taking into account the use actually made of the Property. The number of Taps actually available will be subject to adjustment from time to time based on actual development and corresponding uses of the Property. The conversion ratios adopted from time to time shall be applied and implemented uniformly and consistently throughout the District Service Area and in accordance with the District's Resolutions, Rules and Regulations as the same may be amended from time to time.

4. <u>Service Facilities.</u>

A. Services to development on the Property shall be contingent upon Applicant providing, in accordance with the design standards and specifications adopted by the District, as the same may be amended from time to time, for all service facilities in such time frames and phases as are necessary to extend Services to and within the Property as development occurs. Service facilities shall mean raw water supply lines and facilities, treated water distribution lines, sewage collection lines and/or lift stations, irrigation lines, and also any

telecommunications systems necessary for tele-monitoring of the Services furnished to the Property from time to time (collectively, the "Facilities").

B. So long as the Tap Fees are timely paid, water wells or well equipment, water treatment or storage facilities, and any other necessary facilities that are not required to be provided by Applicant per subparagraph (A) above, shall be furnished by the District at its sole cost, and are not part of the Facilities that Applicant must provide. District shall have sole discretion in the timing of construction of these facilities provided that the District shall at all times be required to provide Services up to the Service Limit. In addition, notwithstanding any implications herein to the contrary, in the event the District shall determine to change locations for any Facilities after the same have been initially approved and installed by the Applicant, then the undertaking and cost of changing the locations, and correspondingly modifying the Facilities, will be borne and paid solely by the District.

5. <u>Designation and Utilization of Well Sites.</u>

- A. Transfer of sites. Prior to the provision of Services to development on the Property as it occurs, District shall have the right to designate well sites within or without the District, or to change and relocate points of diversion of existing well sites. Such designation shall be made in such numbers and at such sites as will result in adequate production for a supply of water to the Property through the District's system. If such sites are on Applicant's property, Applicant agrees, upon the designation of such well site location or locations that are reasonably acceptable to Applicant, to grant the District a permanent, non-exclusive easement for utilization for such sites for a water supply well, together with a permanent, non-exclusive easement for water supply lines from the well(s) to the District treatment facilities and for access to such well sites as the District reasonably determines is necessary to provide access to same, and a temporary access easement for the purpose of constructing the well or wells in question. Such easements shall be granted by legally sufficient instruments at no cost to District and shall be in form and substance mutually agreeable to District and the Applicant.
- C. <u>Joint Sites.</u> All well sites designated by the District shall be joint well sites for the purpose of serving both the Property and other District users. Such sites may be either on or off the Property, and shall be located in accordance with Section II. 5. A., above.
- 6. <u>Commencement of Construction</u>. With respect to the construction of the Facilities serving the Property, Applicant agrees as follows:
- A. To obtain the District's approval, and as applicable the approval of the County, of the plans and specifications for the proposed Facilities, which approval shall be consistent with the prevailing standards and practices of the District, and may not be unreasonably withheld, denied or delayed. The Parties acknowledge and agree that the District and the County impose climate appropriate standards upon vertical development within the Property, which standards my impact the design, character, location and extent of the Facilities;
- B. To construct all Facilities substantially in compliance with the approved plans and specifications of the District and, so long as the Applicant is in the process of developing the Property to hold harmless and indemnify the District for any and all losses or damages it may suffer or may be called upon to pay as a result of said construction to the extent

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such losses or damages arise from the Applicant's failure to construct the Facilities in material conformity with the approved plans and specifications, or from any negligence or willful misconduct of Applicant in connection with construction of the Facilities; provided however, the foregoing indemnity shall automatically expire on the date of the District Acceptance of the Facilities for the last phase of Applicant's project on the Property, as hereafter defined;

- C. To cause all Facilities, whether within or without the Property, to be placed either in District-approved easements which shall be conveyed to the District, or in public rights of way, in either event granting to District rights at least equal to rights it would enjoy in a dedicated street:
- D. To permit District or its designee to observe and inspect any and all of the construction operations upon reasonable prior notice and permit the District to order cessation or appropriate modification of improper construction after providing Applicant notice of such improper construction and a reasonable opportunity to cure such improper construction;
- E. To give District reasonable notification (in any event not less than 24 hours) of the time proposed to make connections to the District's then-existing lines or to place any meters;
- F. To abide by all Rules and Regulations of the District, now or hereafter existing; and
- G. To reimburse the District for all of its out-of-pocket engineering fees, inspection and approval fees, and other costs incurred by the District in accordance with its ordinary and uniformly applied practices, as a result of the District's oversight of construction of the Facilities, to be payable within 30 days after written notice and supporting documentation of such charges from time to time. Until paid, all such fees and costs shall be deemed fees of the District and as such shall constitute a lien against the development phase of the Property to which the particular Facilities relate, as provided for in C.R.S. Section 32-1-1001 (1)(j), as amended.

Applicant specifically acknowledges and agrees that the applicable development phase on the Property will not be entitled to receive Services pursuant to this Agreement unless and until the Facilities have been completed in conformity with the foregoing provisions. Pursuant to this limitation, the Applicant will not be required to furnish any performance or payment bonds, letters of credit, or other forms of surety or collateral for construction of the Facilities. The District will act reasonably with the Applicant to define the various phases of development.

- 7. <u>Transfer of Facilities.</u> Within thirty (30) days after the date of completion of the construction of Facilities for each phase of Applicant's project on the Property, and subject to the District's contemporaneous acceptance of those Facilities pursuant to Section II.8, below, Applicant shall:
- A. Deliver to District a certificate from a registered professional engineer certifying that all Facilities have been built, and where appropriate are operating, substantially in accordance with the governing plans and specifications. If, within one (1) year from the date of such certification, any approved portion of such Facilities is defective or ceases to operate as intended, then the District may demand that Applicant replace the defective or improperly operating portion or portions of such Facilities and remedy said defective work and Applicant

shall promptly do so at its cost and expense. If within ten (10) days after receipt of written notice, Applicant is not diligently pursuing repairs and/or replacement or if circumstances require immediate repairs, District may undertake, without further notice to Applicant, the repairs and/or replacement at Applicant's expense.

- B. Execute and deliver to District a good and sufficient bill of sale describing all of the components of the Facilities and all personal property of Applicant, of whatever character, relating to such Facilities, which bill of sale shall warrant that conveyance of the property described therein to District is made free from any claim or demand whatever (but subject to real property interests affecting the pertinent easement areas).
- C. Execute and deliver to District good and sufficient instruments of transfer conveying all of Applicant's interest in any easements which may be required to give District the right to control the Facilities constructed including the right to ingress and egress necessary to operate and maintain them.
- D. Provide District one reproducible Mylar of "as-built" drawings of the Facilities, certified by a registered, professional engineer.
- E. Provide the District with a full and complete accounting reasonably acceptable to the District of all of the costs incurred by Applicant in completing the Facilities (the "Costs.")

Upon completion of the items set forth in this Section 7, the District shall accept dedication and ownership of the Facilities (the "District Acceptance"), and shall provide written notice to Applicant of such acceptance upon request of Applicant.

Completion of Facilities. In no event shall the District be required to provide Services to each completed phase on the Property or pay the Reimbursement, as defined below, until such time as it, in the exercise of its reasonable discretion, determines that the Facilities required to serve said phase have been completed substantially in accordance with the approved plans and specifications and transferred in accordance with this Agreement (provided that Applicant may condition such transfer upon its receipt of the District's contemporaneous written confirmation of such determination and corresponding acceptance of the Facilities subject to any applicable remedial periods set forth herein). The District will be responsible to maintain accepted Facilities in accordance with the other provisions of this Agreement; provided that if, in the exercise of its sole discretion, the District begins to provide Services to said phase prior to the time when the Facilities required to serve the phase have been so accepted by and transferred to the District, no use by the District of the Facilities constructed under this Agreement shall be considered a waiver of the District's right, in accordance with its prevailing standards and practices, to deem the Facilities, or any documentation, or information required by this Agreement unsatisfactory or incomplete, and to refuse service to the Property if the Facilities in fact have not been completed in conformity with the requirements hereunder, nor shall any use be considered an acceptance of the Facilities for maintenance; provided, however, that no refusal of service shall be enforced by District without providing Applicant thirty (30) days to cure whatever defect is in question or, if thirty days is an inadequate time period, such time period as the District may reasonably prescribe.

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9. <u>Cost Participation.</u>

- A. <u>No Revenue Sharing</u>. Except as specifically set forth in this Agreement, no revenue received by the District from the assessment of service charges and/or tap fees against the Property, as permitted hereunder and as permitted by the District's resolutions, rules and regulations as the same may be amended, shall afford Applicants any right of offset, rebate or refund for or against any obligation created by this Agreement.
- B. <u>Tap Fees</u>. Notwithstanding Section 9.A., above, upon collection by the District of Tap Fees in accordance with the District standard procedures for such collection, for each Tap Fee collected the District shall pay to the Applicant the Applicant Tap Fee. Payment shall be made to the Applicant not more than monthly by the tenth business day of the month following the month for all Tap Fees collected in the prior month. Applicant agrees to purchase taps in minimum blocks of ten taps.
- C. <u>Sunset</u>. The District agrees that, before December 31, 2026, tap fees payable with respect to development in the Property and Additional Property shall not exceed the Tap Fee. After December 31, 2026 the District may adjust the tap fee as it may, in its sole and unfettered discretion determine; provided that the Applicant Tap Fee shall continue to be the maximum amount owed to the Applicant.
- 10. <u>Limitations on Use and Enjoyment.</u> Any easements granted to the District pursuant to the provisions of this Agreement will be nonexclusive, and will be located so that the same will not cause any obstruction of or material interference with existing or prospective development within the Property or any portion thereof from time to time, or the use and enjoyment thereof, and the locations for well sites and related facilities shall be determined accordingly; provided that Applicant acknowledges that placement of fiber optic lines, utility lines, utility cabinets, transformers, vaults, and appurtenances by third parties within easements granted to the District could have a detrimental effect on the District's abilities to operate and maintain the Facilities, and to the extent practicable, and unless given the District's consent (not to be unreasonably withheld) Applicant will prohibit the placement of third party utility facilities and appurtenances in the easement areas granted to the District. The provisions of this Section II. 10. shall be controlling over any other provisions in this Agreement indicating to the contrary.
- 11. Other Governmental Approvals. The Applicant must make all reasonable, diligent, and good faith efforts to obtain any requisite permits or approvals for the Facilities from other governmental authorities having jurisdiction, including, without limitation, the Colorado Department of Public Health and Environment and the County.

III. OWNERSHIP AND OPERATION OF WATER AND SEWER FACILITIES

- 1. <u>Facilities</u>. The Parties acknowledge and agree that the ownership of all Facilities shall be in the District when accepted by and conveyed to the District in accordance with this Agreement. The District shall be responsible for the operation and maintenance of all Facilities subject to Section III. 2., below.
- 2. <u>District Operation and Maintenance of the Water and Sewer Facilities.</u> For purposes of this Agreement and to clarify the continuing obligation of the District to provide

Services to Applicant, the Property, as the same may be enlarged from time to time as permitted under Section III. 2. K., is hereinafter referred to as the "Contract Service Area."

- A. The District agrees to furnish the Services within the Contract Service Area for all uses and purposes to which it is lawfully authorized, of a quality, and in quantities so as to provide adequate Services to all users, except as otherwise specifically provided under the terms of this Agreement. The Services so rendered by the District shall be pursuant to the same rules, regulations, policies and standards as if the Contract Service Area were inside the District. Nothing herein, however, shall prohibit the District from amending such rules, regulations, policies and standards in a fair, reasonable, and nondiscriminatory manner.
- B. Applicant grants to the District the right to construct, own, use, connect, disconnect, modify, renew, extend, enlarge, replace, convey, abandon or otherwise dispose of any and all of the Facilities for providing Services within the Contract Service Area and to enable the District to perform its obligations as set forth in subsection III. 2. A., above. Applicant grants to the District the right, subject to this Agreement, to occupy any place, public or private, which Applicant has the right to occupy for the purpose of fulfilling the obligations of the District as set forth herein, and for the purpose of extending and continuing Services to its other customers. To implement the purposes of this Agreement, Applicant agrees to exercise such authority, to do such acts, and to grant such easements as may reasonably be requested by the District and are consistent with Applicant's rights hereunder.
- C. Subject to receipt by the District of appropriate rates, charges, fees, tolls, or combinations thereof, as set forth in subsection III.2.D., the District agrees to maintain Facilities it owns or which come under its dominion hereunder by acceptance or otherwise, with reasonable and normal care to the extent that such maintenance is necessary to the furnishing of the Services provided for hereunder and to construct, operate, maintain and keep a complete inventory of such additional physical facilities as are necessary or desirable to accomplish the obligations it has undertaken for Applicant as set forth herein.
- D. The District may establish, revise, impose and collect charges for the Services it provides users in the Contract Service Area hereunder, which charges shall be referred to as "service charges." In addition, the District may at any time impose tap fees as described above in this Agreement. Service charges and tap fees are separate charges and one does not include the other or any part thereof. All such fees and charges shall be uniform among members of each class of users within the Contract Service Area; provided that the District shall be authorized to discriminate in the assessment of fees and charges to account for the fact that property within the District may be assessed a tax levy for the purpose of defraying, in whole or in part, the costs of service provision, capital expenditures and the retirement of debt. Methods of collection of fees and charges shall be applied uniformly among similarly situated users within the Contract Service Area. Tap fees (including Tap Fees) will be a one-time charge for each discrete development of a parcel or building, payable prior to the commencement of construction and subsequent provision of water service to each parcel or building. Subject to the foregoing, the District shall have sole authority to impose and collect all fees and charges.
- E. It is mutually agreed that the duration of this Agreement is such that the passage of time will require changes in the fees and service charges to be made for the Services to be rendered hereunder in the Contract Service Area, and that the most feasible way to insure

fairness will be to keep charges for the rendering of Services outside the District, but within the Contract Service Area, uniformly related to fees, service charges and taxes and other assessments of the District for the rendering of Services inside the District for similar service. It is therefore agreed that the District may modify the schedule of fees and service charges for Services provided hereunder, from time to time, in its discretion.

- All the general rules and regulations and amendments thereto placed in force by the District from time to time concerning the operation of the District's service systems and conditions of service from those systems shall be as fully enforceable in the Contract Service Area as inside the District. Both parties to this Agreement recognize that the water supply for the Contract Service Area is dependent upon material resources from which the supply is variable in quantity and beyond the control of the District. Similarly, the provision and expansion of Services to the Contract Service Area is dependent upon the continued availability and operation of adequate treatment facilities which in turn are subject to the oversight and control of the County and the State of Colorado. No liability shall attach to the District for occurrences that are outside the reasonable control of the District, including without limitation restrictions on water supply during drought periods, system failures stemming from acts of God or third party interference, or limitations imposed by the County, and the State of Colorado or the federal government relating the District's facilities. Subject to receipt of appropriate rates, charges, fees, tolls, or combinations thereof, as set forth herein, the District agrees to provide adequate facilities to make available Services to the users within the Contract Service Area, considering known development schedules in existence as of the date hereof and currently projected development densities.
- G. If conditions develop such that it becomes apparent to the District that the Contract Service Area cannot be supplied adequately due to the limitations set forth in subparagraph F above, the District reserves the right to discontinue the granting of additional Taps in the Contract Service Area; provided, however, that the District shall be obligated to exercise this right of suspension uniformly throughout the Contract Service Area for proposed uses which are similarly situated, and that the District will not discontinue granting of Taps for which Tap Fees have already been paid to the District. The District agrees to give six months' written notice to Applicant of such suspension, unless circumstances require a shorter period (and in any event Applicant shall receive no shorter or greater notice period than that provided in-District users) and the suspension will not apply during the notice period.
- H. The parties agree that the District may, in order to comply with any applicable law, rule, directive or order, and to enable it to provide adequate Services to both the District and Applicant, as well as other customers of the District in times of shortage or other practical or legal limitations on the ability of the District to provide the Services contemplated hereby that are beyond the reasonable control of the District, limit and/or restrict the delivery of water and sewer services, and/or restrict the use of water delivered hereunder (for example, irrigation limitations during drought periods). The extent to which limitation of services may be necessary to enable the District to provide adequately for all users of the District's systems is a fact to be determined by the District as occasion may require; provided that in order to enable the District to provide an adequate supply or water to the people of the District without impairment of essential deliveries of water under this and similar agreements, the District will impose any restrictions or prohibitions uniformly inside and outside the District.
 - I. All water furnished by the District in providing Services hereunder is on a

leasehold basis for the use of users in the Contract Service Area for all the various purposes for which the District has been decreed the right to appropriate water. Such right on the part of the Applicant to use water does not include any right to make a succession of uses of such water and upon completion of the primary use all dominion over the water so leased reverts completely to the District. Except as herein specifically otherwise provided, all property rights to the water to be furnished by the District hereunder are reserved in the District. Nevertheless, it is mutually agreed that there is no obligation on Applicant or on the users within the Property with respect to creating any particular volume of return flow from water delivered hereunder.

- J. All facilities installed or replaced by the District in the Contract Service Area shall be installed pursuant to its rules, regulations and standards. Said facilities shall be the property of the District.
- K. No enlargement of the Contract Service Area by Applicant, or any other amendment of this Agreement, may be made except by mutual agreement entered into with the same formality as that employed in the execution of this Agreement; provided that upon closing by Applicant of its acquisition of the Additional Property, accompanied by the request by Applicant that the District extend the Services to the Additional Property pursuant to this Agreement, then in that event this Agreement shall be amended to include the same as being subject to all of its terms and conditions. In that event the Service Limit shall be expanded to accommodate the provision of Services to additional property, the Service Limit shall not exceed four hundred and twenty-nine (429) single family equivalents in the aggregate.
- L. Applicant agrees that it will neither directly nor indirectly furnish, nor authorize the furnishing, of any Services within the Contract Service Area through the Facilities by anyone other than the District.
- 3. <u>District Standards of Conduct.</u> Applicant agrees that much of the District's obligation to serve Applicant and the Property set forth hereunder is a matter of discretion and response to ever changing demands upon the respective Facilities involved, and Applicant further agrees that where the District is explicitly or implicitly authorized to exercise its judgment under any of the provisions of this Agreement, its judgment shall not be questioned unless clearly arbitrary or capricious.

IV. MISCELLANEOUS

1. <u>Indemnification by Applicant.</u>

A. Applicant hereby agree to defend, indemnify and hold harmless the District from and against any and all liens, claims, demands, injuries, damages, costs, expenses (including without limitation reasonable attorneys' and legal assistants' fees) or liability incurred by or asserted against the District, through actions by persons or entities not party to this Agreement, as a result of or in any way arising out of the Applicant's installation and construction of the Facilities, except to the extent of the negligence or misconduct of or material breach of this Agreement by the District or its agents, contractors, independent contractors or employees. Said indemnification shall include, but not be limited to, court costs, damages, and reasonable attorneys' fees. The foregoing indemnification shall automatically terminate on the date of the District Acceptance.

- B. After the District Acceptance, Applicant shall defend, indemnify and hold harmless the District from and against any and all liens, claims, Applicant hereby agree to defend, indemnify and hold harmless the District from and against any and all liens, claims, demands, injuries, damages, costs, expenses (including without limitation reasonable attorneys' and legal assistants' fees) or liability incurred by or asserted against the District, through actions by persons or entities not party to this Agreement, as a result of or in any way arising out any damages to the Facilities cause by Applicant or its contractors or employees.
- Enforcement, Applicant and District acknowledge and agree that this Agreement may be enforced in law or in equity by decree of specific performance, damages, or other legal and equitable relief as may be available to either Party subject to the provisions of the laws of the State of Colorado; provided that consequential, incidental, special or punitive damages are not recoverable. The Parties specifically acknowledge that the timely performance of the obligations set forth in this Agreement is essential and that a failure to perform the obligations in breach of this Agreement may cause the other Party irreparable harm for which damages or other remedies available at law will not be adequate, and which may be adequately redressed only by specific performance or other appropriate equitable relief. The parties agree that in any action to enforce any provision of this Agreement the prevailing Party shall be entitled to recover from the other Party all of the prevailing Party's costs and expenses incurred in connection therewith, including reasonable attorneys' fees.
- Successors and Assigns: Intergovernmental Agreement. All successors in interest to the Applicant in the ownership of the Property, or portions thereof, will acquire their interests subject to the conditions, requirements and limitations placed upon the provision of Services hereunder, and the authorizations and other rights (including lien rights) in favor of the District, and as such this Agreement shall constitute covenants running with the Property and shall be binding upon Applicant and their successors and transferees of the Property, to the extent of the portions of the Property that each of them owns; provided, however, that when a successor or transferee becomes entitled to receive Services hereunder, such Services shall not be conditioned upon or limited or terminated because of any failure, on the part of some other successor or transferee and with respect to another portion of the Property to satisfy any conditions, requirements or limitations placed thereon pursuant to this Agreement. Notwithstanding the foregoing provisions or any other provisions of this Agreement that may indicate to the contrary, and except to the extent specifically assumed by any such successor in writing, any such successor will not have any personal liability for the Applicant's remedial undertakings in relation to the construction of Facilities, or any other obligations of the Applicant hereunder required to be performed prior to the date of such transfer, except that (i) any such successor, in its capacity as a recipient of Services, will have the same obligations and liabilities to the District as are applicable to recipients of Services within the District, and (ii) any successor will be liable for remedial and any other obligations applicable to any Facilities that the successor may construct and dedicate to the District. The foregoing exculpation from personal liability in favor of successors will not preclude the District from enforcement by equitable remedies in the nature of specific performance or prohibitory injunctive relief that do not entail the recovery of damages or other sums or the incurrence of expenditures in order to comply. In order that notice of the District's authority hereunder may be given to all applicable property owners, Applicant agrees that this Agreement shall be recorded against the Property. Applicant agrees that it will not sell and convey any portion of the Property prior to the recording of this Agreement against the Property, and in addition the Applicant shall exercise reasonable and good faith efforts to secure the requisite

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consents of the Property's mortgage lender, if any, to the terms of this Agreement and to it being made of record against the Property, and upon the occurrence of the latter event the Applicant and District shall record this Agreement against the Property.

- 5. <u>Assignment.</u> This Agreement may be assigned by Applicant only with the written consent of the District, which consent may be given or not in the sole discretion of the District. Any such attempted assignment without such consent shall be deemed void and of no force and effect.
- 6. <u>Survival of Obligations.</u> Notwithstanding the prohibition against unauthorized assignment set forth in Section IV. 5., above, the provisions of this Agreement shall be deemed to survive any transfer of the Property and shall be binding upon the successors to, and/or transferees, and assigns of the Applicant's interest in the Property.

7. Intentionally Omitted.

- 8. <u>Severability:</u> To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Agreement, the tennis of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof, provided that neither Party is materially deprived of the benefit of the intended bargain hereunder.. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- 9. Third Parties. 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 Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties hereto that any person other than Applicant and the District receiving Services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. However, the District specifically acknowledges and agrees that its obligations and undertakings hereunder will inure to the benefit of and may be enforced by Applicant's permitted successors and assignees.
- Authority and Term. Each Party hereto represents and warrants that all actions have been taken that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatory to execute this Agreement on behalf of such Party and to bind such Party to its provisions; and that such Party otherwise has all requisite legal authority to bind itself to the provisions hereof, for the full term of this Agreement, and without any further action on the part of such Party or any third party or authority. The term of this Agreement shall be in perpetuity.

11. Termination for Breach and Waiver.

A. It is essential to the interests of each Party that this Agreement be maintained in effect, in accordance with its intent, and therefore neither Party shall have the contract remedy, generally afforded by law, to terminate this Agreement for a breach of the other Party's obligations hereunder; provided, however, that the foregoing shall not impair the non-

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TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

defaulting Party's rights to pursue appropriate equitable relief as otherwise provided herein, or any express right of termination set forth under the other provisions of the Agreement.

- B. No waiver by any of the Parties of any covenant, term, condition, or agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition, or agreement, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.
- 12. Notices. Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) upon hand delivery, or (2) upon 3 days after the same shall have been mailed by certified mail, return receipt requested; to the address of the Parties as set forth below or to such other Party or addresses as may hereafter be designated in writing.

To Applicant:

Forestar (USA) Real Estate Group Inc. Attn: Matthew Napier 9555 S. Kingston Ct. Suite 200 Englewood, Colorado 80112 Phone: 303-754-3219 Email: matthewnapier@forestar.com

With copy to: Moye White LLP 1400 16th Street, 6th Floor Denver, CO 80202 Attn: Amy H. Ruhl, Esq. Email: amy.ruhl@moyewhite.co

To District:

Eastern Adams County Metropolitan District 100 St Paul Street, Suite 100 Denver, Colorado 80206 Attention: Mike Serra Ill

With a copy to:

Spencer Fane LLP 1700 Lincoln Street, Suite 2000 Denver, CO 80203 Attn: Matthew Dalton Email: mdalton@spencerfane.com

13. <u>Incorporation of Exhibits</u>. All Exhibits attached hereto and referenced herein are incorporated into this Agreement by this reference.

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- 14. Governing Law, Venue. This Contract shall be construed in accordance with the laws of the State of Colorado. Venue shall be in the District Court in and for the County of Adams, State of Colorado.
- 15. Estoppel Certificates. With fifteen (15) days after request therefor from time to time by notice, the Party which is the recipient of the request shall execute and deliver an estoppel certificate confirming that this Agreement remains in full force and effect in accordance with its stated provisions (subject to any appropriate qualifications that the request may disclose). Additionally the request may ask that the response set forth any outstanding sums that the requested Party claims are then due and owing to the requested Party under this Agreement, and any claims by the requested Party of any outstanding breaches or defaults of this Agreement by any other Party bound hereby, and the status of such other matters related to the terms of this Agreement as may be reasonably set forth by the requesting Party in its notice of request. Any estoppel certificate so tendered may be relied upon by the requesting Party and its designees.
- 16. Governmental Immunity. The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate, by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act. C.R.S. § 24-10-101, et seq., as the same may be amended.
- 17. <u>Appropriation</u>. All financial obligations of the District under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the District for the purposes of this Agreement.
- 18. <u>No Personal Liability</u>. No elected official, director, officer, agent or employee of the District or Applicant shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed the date and year first above written.

APPLICANT:

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By: Matthew Napen Name: Matthew Napie Title: Vice President

Date: 2/16/71

STATE OF <u>Lolorado</u>) ss. COUNTY OF <u>Arapaho</u>e)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named Mather Marker, to me well known, who stated he/she was the Oregonal of FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, and was duly authorized in such capacity to execute the foregoing instrument for and in the name and on behalf of the company, and further stated and acknowledged he/she had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16^r day of <u>February</u>, 2021.

Notary Public

My commission expires:

4/6/2022 (SEAL) TROY HAZEL

NOTARY PUBLIC SHOP OF COLORADO

Notary 10 + 10 10 333

My Commission Expires 4/6/2022

2/17/2021 at 3:51 PM, 16 OF 19,

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DISTRICT:

EASTERN ADAMS COUNTY METROPOLITAN DISTRICT A quasi-municipal corporation and political subdivision of the State of Colorado

By: | hele Serve to Name: Mike Serve to Title: Vize Partiduk

Date: Fz 6 Ragny 16, 2321

STATE OF <u>Colorado</u>)

COUNTY OF <u>Nonvey</u>)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named Mike Serva III , to me well known, who stated he/she was the Vice Argident of EASTERN ADAMS COUNTY METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, and was duly authorized in such capacity to execute the foregoing instrument for and in the name and on behalf of the company, and further stated and acknowledged he/she had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of Lebruary , 2021.

Notary Public

My commission expires:

(SEAL)

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES 07/14/2023

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EXHIBIT A

PROPERTY

LOTS 1 THROUGH 18, INCLUSIVE, BLOCK 1,

LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 2,

LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 3,

LOTS 1 THROUGH 23, INCLUSIVE, BLOCK 4,

LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 5,

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 6,

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 7,

TRACTS B, C, D, E, F, H, I, J, K, M, N AND P,

WOLF CREEK RUN WEST FILING NO. 1, RECORDED OCTOBER 8, 2020 UNDER RECEPTION NO. 2020000102832, IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY. COLORADO.

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EXHIBIT B

ADDITIONAL PROPERTY

A PARCEL OF LAND BEING A PORTION OF THE SOUTH ONE HALF OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 29, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89°41'14" EAST ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29 A DISTANCE OF 1743.36 FEET;

THENCE SOUTH 00°33'44" WEST A DISTANCE OF 200.00 FEET;

THENCE NORTH 89°41'47" EAST A DISTANCE OF 800.00 FEET TO A POINT ON THE WEST RIGHT-OFWAY LINE OF PIGGOTT ROAD (PER ROAD PETITION #538);

THENCE SOUTH 00°33'44" WEST, 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29 AND ALONG THE WEST RIGHT-OF-WAY LINE OF SAID PIGGOTT ROAD A 2415.81 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 26TH AVENUE (PER ROAD PETITION #538);

THENCE NORTH 89°59'43" WEST, 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 29 AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 26TH AVENUE A DISTANCE OF 4134.94 FEET;

THENCE NORTH 00° 24'32" EAST A DISTANCE OF 1281.73 FEET;

THENCE SOUTH 89°50'58" EAST A DISTANCE OF 287.67 FEET; THENCE NORTH 00°24'32" EAST A DISTANCE OF 809.68 FEET; THENCE SOUTH 69°39'32" EAST A DISTANCE OF 771.26 FEET;

THENCE NORTH 52°49'54" EAST A DISTANCE OF 736.37 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29;

THENCE NORTH 00°48'52" EAST ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29 A 330.00 FEET TO THE TRUE POINT OF BEGINNING.

LESS THAT PORTION OF QUIT CLAIM DEED RECORDED DECEMBER 11, 2002 AT RECEPTION NO. C1065639 OF SAID ADAMS COUNTY RECORDS LYING WITHIN THE ABOVE DESCRIBED PARCEL:

LESS ALL OF BLOCKS 1, 2, 3, 4, 5, 6 AND 7 AND TRACTS B, C, D, E, F, G, H, I, J, K, L, M, N AND P, WOLF CREEK RUN WEST FILING NO. 1, RECORDED OCTOBER 8, 2020 AT RECEPTION NO. 2020000102832 OF SAID ADAMS COUNTY RECORDS PER PREVIOUSLY RECORDED QUIT CLAIM DEED;

2/17/2021 at 3:51 PM, 19 OF 19,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

LESS ALL ROADS AS SHOWN ON THE PLAT OF SAID WOLF CREEK RUN WEST FILING NO. 1 DEDICATED TO ADAMS COUNTY, LYING WITHIN THE ABOVE DESCRIBED PARCEL;

LESS TRACT O OF SAID WOLF CREEK RUN WEST FILING NO. 1 LYING WITHIN THE ABOVE DESCRIBED PARCEL;

LESS LOT 1, BLOCK 8, WOLF CREEK RUN WEST FILING NO. 1.



10825 E Geddes Ave Suite 410 • Centennial, CO 80112 • Phone (720) 981-2123 • www.coloradonaturalgas.com

September 12, 2023

Manhard Consulting 1 N Broadway Street Suite B200 Denver, CO 80203 Attn: Chris Sandor

Re: Colorado Natural Gas, Inc. – Gas service to the proposed Wolf Creek Run West – Filing 2 Subdivision in Strasburg, CO.

To Whom It May Concern:

Colorado Natural Gas (CNG) has recently been contacted about providing natural gas service to the Wolf Creek Run West – Filing 2 Subdivision (located on the NW corner of the Piggot Rd and E 26th Avenue intersection in Adams County, Strasburg, CO).

Upon successful execution of contract terms agreed to by both parties, as well as receipt of any Contribution In Aid of Construction (CIAC) payments necessary, CNG can and will serve the Wolf Creek Run West – Filing 2 Subdivision by installing the infrastructure necessary (piping, regulator station, etc) to provide natural gas service.

Sincerely,

Colorado Natural Gas, Inc.

Ben Watkin

Manager of Engineering

The Energy to Thrive™



September 13, 2023

Carlton Babbs
Eastpeak Land
1771 S Humboldt Street
Denver, CO 80210

Re: Wolf Creek Run West Filing No. 2

Dear Mr. Babbs:

We are an electric utility operating under the rules and regulations approved by our Board of Directors. The above-referenced parcel of land in Section 29, Township 3 South, and Range 62 West of the 6th P.M., County of Adams, State of Colorado, and containing 108 residential lots is located within our service area.

We are willing to extend our facilities to the proposed project in accordance with our extension policies. When you submit an application for service, the designer assigned will be able to answer any questions concerning the location of electric facilities in relation to the project. Any attempt to identify facilities now may provide inaccurate information due to the phasing of your project and other developments in the vicinity, which may alter the location or type of facilities prior to your request for service.

If you have any further questions, please feel free to contact me.

Sincerely,

Brooks Kaufman

Lands and Rights-of-Way Manager



TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO

Certificate Of Taxes Due

Account Number R0208855

Parcel 0181329200008

Assessed To

PAULS DEVELOPMENT EAST LLC 100 SAINT PAUL ST, STE 300 DENVER, CO 80206-5136 Certificate Number 2023-235634

Order Number

Vendor ID 35

BLACK KNIGHT FINANCIAL SERVICE

601 RIVERSIDE AVE. JACKSONVILLE, FL 32204

Legal Description Situs Address

SECT, TWN, RNG: 29-3-62 DESC: PARC IN SEC 29 DESC AS FOLS BEG AT A PT 30 FT E OF AND 30 FT S OF THE NW COR SD SEC 29 SD PT BEING THE TRUE POB TH E 2629/32 FT TO A PT ON N/S C/L OF SD SEC 29 TH S 2639/50 FT TH E 2543/36 FT TO A PT ON W ROW LN OF PIGGOTT RD TH S 2615/81 FT TH W 2554/66 FT TH W 2490/07 FT TO A PT ON E ROW LN OF 60 FT WIDE ROADWAY TH THE FOL 3 COURSES ALG THE E ROW LN TH N 03D 19M E 727/26 FT TO A P C TH ALG THE ARC OF CURVE TO LEFT HAV A C/A OF 09D 35M RAD OF 1504 FT AND AN ARC LN GO 251/86 FT WHOSE CHD BRS N 251/56 FT TH N 06D 15M W 303/50 FT TH E 1203/91 FT TH N 1312/50 FT TH W 1281/12 FT TH N 2655/19 FT TO THE TRUE POB TOG WITH A PARC BEING A PORT OF THE SW4 OF SEC 39 DESC AS FOLS BEG AT A PT 30 FT E OF AND 30 FT N OF THE SW COR SD SEC 29 SD PT BEING THE TRUE POB TH 1347/38 FT TO A PT OF INTERSEC WITH THE ROW LN OF 60 FT WIDE ROADWAY TH THE FOL 3 COURSES ALG W LN TH S 06D 15M E 378/68 FT TO A P C TH ALG ARC OF CURVE TO RT HAV A C/AOF 09D 35M RAD OF 1444 FT AND AN ARC LN OF 241/81 FT TH S 03D 19M W 730/75 FT TH W 5/05 FT TO THE TRUE POB EXC PARCS 341/824A EXC PT PLATTED AS WOLF CREEK RUN WEST FLG 1 REC 2020000102832 270/3589A

Tax	Interest	Fees	Payments	Balance
\$975.38	\$0.00	\$0.00	(\$975.38)	\$0.00
				\$0.00

Grand Total Due as of 09/08/2023 \$0.00

Tax Billed at 2022 Rates for Tax Area 401 - 401

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$38.17	AG DRY FARMING LAND	\$40,005	\$10,560
FIRE DISTRICT 8 - STRASBURG	12.6140000	\$133.20	Total	\$40.005	\$10,560
ADAMS COUNTY	26.9670000	\$284.78	1000	ψ.0,000	Ψ10,000
NORTH KIOWA BIJOU GROUND WA	0.0230000	\$0.24			
SD 31	44.1360000	\$466.08			
STRASBURG PARK & RECREATION	5.0100000	\$52.91			
Taxes Billed 2022 * Credit Levy	92.3650000	\$975.38			

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURY PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Alexander L

Villagran

4430 S. Adams County Parkway

Brighton, CO 80601



GRADING ONLY INFRASTRUCTURE PERMIT

EGR2023-00039

Transmittal Items

Primary Mandatory Items		
1. Engineering Review Universal Application		
2. Application Fee (refer to fee schedule)		
3. Grading & Erosion and Sediment Control Plans		
Required Project Specific Items (due at time of permit issuance)		
1. What is the total area of proposed land disturbance? 114 acres		
2. What is the total quantity of fill dirt that will be imported to the site?_	0	CY

Permit Information

Note: A drawing or site-plan (in PDF format) showing the work area or event location, including measurements, must be submitted with the application form.

If the applicant proposes to import over 10 CY of soil to the project site, additional permitting is required. Per the Adams County Development Standards and Regulations, a Temporary or Contitional Use Permit is required to ensure that only clean, inert soil is imported into any site within unincorporated Adams County. The Temporary or Conditional Use Permit is applied under separate application and it must be approved before the grading only permit is issued to the appplicant.

Community & Economic Development Department www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 PHONE 720.523.6800 FAX 720.523.6998

GRADING ONLY PERMIT APPLICATION

Application Type:

	Construction Documents Erosion and Sediment Control Plans	Subdivision Other				
	ve you attended a Conceptual Rev es, please list PRE#: 2023-000		NO NO			
APPLICANT						
Name(s):	Carlton Babbs	Company:	Wolf Creek Run West, LLC			
Address:	1771 S Humboldt Street					
City, State, Zip:	Denver. CO 80210					
Phone #:	303-881-8962	Email:	cbabbs@eastpeakland.com			
OWNER						
Name(s):	Pauls Development East LLC	Phone #:	303-371-9000			
Address:	100 Saint Paul Street, Suite 300					
City, State, Zip:	Denver, CO 80206					
2nd Phone #:		Email:	info@paulscorp.com			
TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)						
Name:	Paul Fredrickson	Company:	Manhard Consulting			
Address:	1 Broadway, Suite B200					
City, State, Zip:	Denver, CO 80203					
Phone #:	303-531-3230	Email:	pfredrickson@manhard.com			

DESCRIPTION OF SITE

Name:

Name:

Carlton Babbs

Owner's Printed Name

Carlton BAbbs

Owner's Signature

Address:	Northwest corner of E. 26th Avenue and Piggott Road
City, State, Zip:	Strasburg, CO 80136
Area (acres or square feet):	179.6 acres
Tax Assessor Parcel Number	0181329200008
Existing Zoning:	P-U-D
Existing Land Use:	Agriculture
Proposed Land Use:	Single-Family Residential
under the author pertinent requirem Fee is non-refund	at I am making this application as owner of the above described property or acting rity of the owner (attached authorization, if not owner). I am familiar with all nents, procedures, and fees of the County. I understand that the Application Review dable. All statements made on this form and additional application materials are
true to the best of	my knowledge and belief.

Date:

9/1/2023



Colorado Geological Survey Payment Portal

Receipt Number: 781958

Colorado Geological Survey Current Date: 09/13/2023

Description Amount Tax

Pre-Pay the Colorado Geological Survey Land Use Review Fee \$1,550.00

Must select project size to calculate a price: Large Subdivision -

Project Name: Wolf Creek Run West - Filing 2

County of Project: Adams County Applicant's Name: Carlton Babbs

Applicant's Address (line 1): 1771 S Humboldt Street

Applicant's City: Denver Applicant's State: CO Applicant's Zip Code: 80210 Applicant's Phone: 303-881-8962

Applicant's Email: cbabbs@eastpeakland.com

Section: 29 Township: 3S Range: 62W

Pre-Pay the Colorado Geological Survey Land Use Review Fee

Total \$1,550.00

Payments Received		Amount
CC American Express XXXXXXXXXXXXX0002 Authorization # 257320		\$1,550.00
	Total	\$1,550.00

Thank you for the payment.