Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

4430 South Adams County Parkway
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 submittals shall include one (1) hard copy of all documents and one (1) electronic copy with all documents combined in a single PDF. For hard copies, each document shall be labeled or tabbed with the corresponding checklist number.

- ☑ 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) — To be agreed upon in a future meeting with County
- ☑ 7. School Impact Analysis (contact applicable District)
- ☑ 8. Fire Protection Report (contact applicable District)
- ☑ 9. Proof of Ownership
- ☑ 10. Proof of Water and Sewer Services
- ☑ 11. Proof of Utilities
- ☑ 12. Legal Description
- ☑ 13. Certificate 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 (***2 hard copies***)

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DEVELOPMENT APPLICATION FORM

Application Type:

☐ Conceptual Review	☐ Preliminary PUD	☐ Temporary Use
☐ Subdivision, Preliminary	☑ Final PUD	☐ Variance
☑ Subdivision, Final	☐ Rezone	☐ Conditional Use
☐ Plat Correction/ Vacation	☐ Special Use	☐ Other: _____

PROJECT NAME: Baseline Lakes, Filing 2

APPLICANT

Name(s): Ryan Carlson Phone #: 303-457-2966

Address: 12460 First Street, PO Box 247

City, State, Zip: Eastlake, CO 80614

2nd Phone #: 303-898-0603 (cell) Email: ryancarlson@carlsonland.net

OWNER

Name(s): Multiple Owners - See Attached Sheet Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: Tom Jansen, PE - Ware Malcomb Phone #: 303.689.1501

Address: 900 S. Broadway, Suite 320

City, State, Zip: Denver, CO 80209

2nd Phone #: 303.520.8093 Email: tjansen@waremalcomb.com

DESCRIPTION OF SITE

Address:	168th Avenue and Lima Street
City, State, Zip:	Brighton, CO
Area (acres or square feet):	71.06 acres
Tax Assessor Parcel Number	parcel - 0157103400002, 0157102200005
Existing Zoning:	Baseline Lakes Subdivision Planned Unit Development
Existing Land Use:	vacant/agriculture
Proposed Land Use:	Single Family Residential

Have you attended a Conceptual Review? YES [X] NO [ ]

If Yes, please list PRE#: PRE2016-00051

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name: Multiple Owners - See attached sheet Date: 5-25-20

Owner's Printed Name

Name:

Owner's Signature

Owners:

Taylor R. Carlson
12460 First Street
Eastlake, CO 80614
Phone: 303-457-2966

Taylor R. Carlson

Cory J. Thornton
12460 First Street
Eastlake, CO 80614
Phone: 303-457-2966

Cory J. Thornton

Bradley W. Penwell
12460 First Street
Eastlake, CO 80614
Phone: 303-457-2966

Bradley W. Penwell

Jenny L. Moore
12460 First Street
Eastlake, CO 80614
Phone: 303-457-2966

Jenny L. Moore

Ryan L. Carlson
12460 First Street
Eastlake, CO 80614
Phone: 303-457-2966

Ryan L. Carlson

Baseline Lakes Major/Final Subdivision

Project Summary

Existing Development

Baseline Lakes is an existing subdivision generally located at the intersection of Lima Street and 168th Avenue. The Planned Unit Development – Final Development Plan (PUD/FDP) for the Baseline Lakes Subdivision, approved in 2006, contained 317 acres with 197 lots. The first phase of the project, Baseline Lakes Subdivision Filing No. 1, was recorded in 2006 and platted approximately 133 acres creating 54 single family lots. Filing No. 1 included two water storage reservoirs – Stouffer Reservoirs 1 & 2.

Proposed Development

The preliminary plat amendment redefines the portion of the Baseline Lakes FDP south of Filing 1 and west of Lima Street/Havana Street. The plat amendment will be platted as Baseline Lakes Subdivision Filing 2, which includes 71.06 acres and creates 34 single family lots and 11 tracts.

Roadways

The local roadways will be a rural road section – two 12' asphalt lanes with 6' gravel shoulders and roadside swales. Driveways for each lot will have culverts. The shall be no improvements to Havana Street, 164th Avenue, Lima Street, and 168th Avenue.

Utilities

All lots are a minimum 1 acre and will be served by individual septic systems. Water will be provided by the Todd Creek Village Metropolitan District. The District did not provide a will serve letter. The District stated that the District will serve the subdivision under the existing Water Service Agreement between the District and Baseline Lakes. We've met with the Brighton Fire Rescue District. A Fire Report has been prepared per the fire flow requirements of the District.

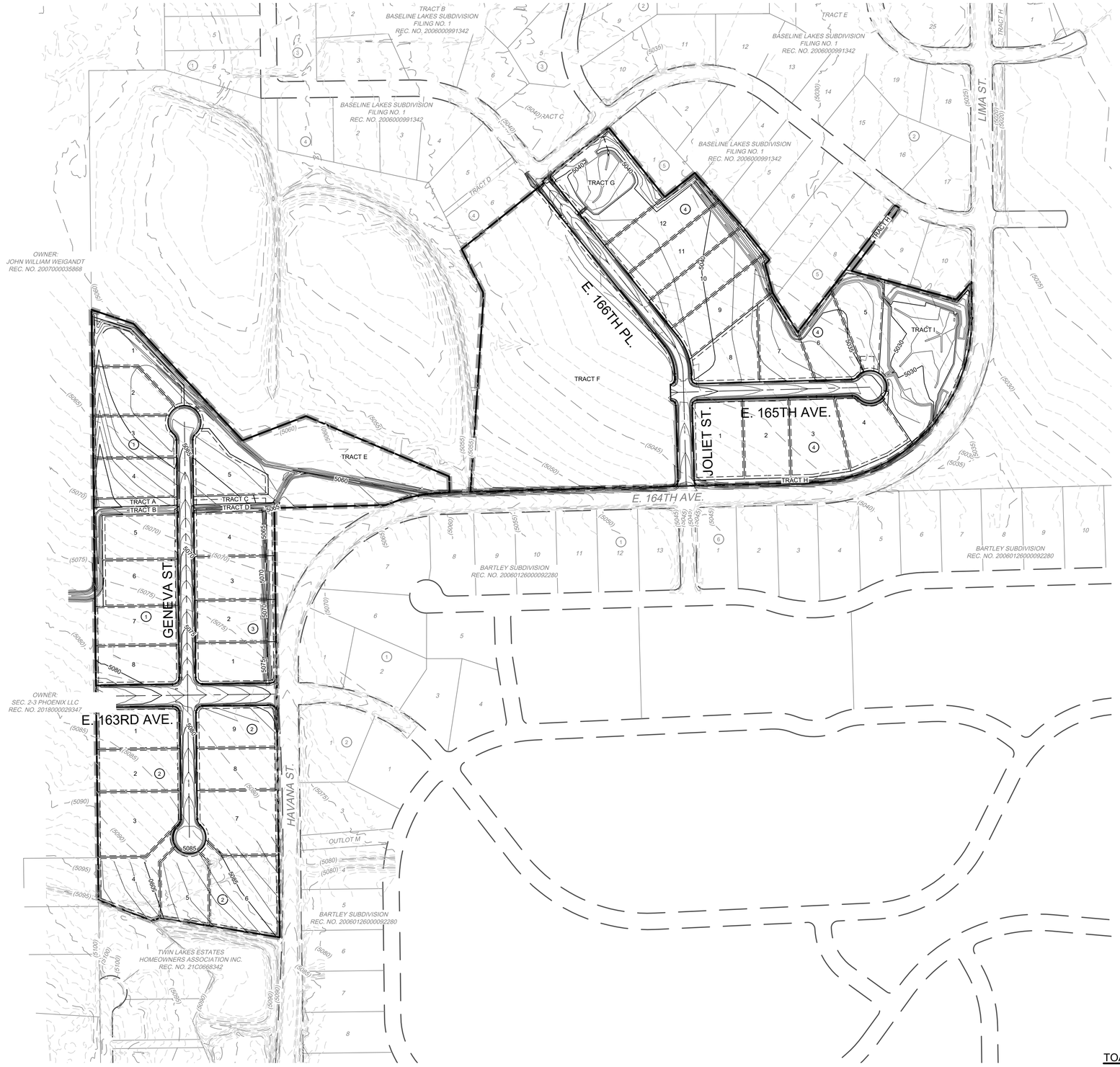
Drainage

The drainage for Filing 1 flows to a 2 separate detention ponds throughout the site. The detention ponds have been sized to detain the 100 year event and provide water quality. Outfalls for the detention ponds and downstream drainage improvements will be constructed to convey the pond discharge to the existing roadside swale system. The existing northern roadside swale along Havana/Lima street will be improved to accommodate higher flows.

Open Space

Baseline Lakes is a part of the Todd Creek Village Preliminary PUD Plan, which estimated that a total of 102 acres of open space would be required with the buildout of the PUD Plan. To date, approximately 1,100 acres of the gross acreage of 2,124 acres included in the Plan have been developed. Approximately, 385 acres within the developed areas have been designated as open space. In prior conversations, the County has agreed that the open space created thus far satisfies the open space requirement in the Todd Creek Village PUD Plan, and no additional open space has to be set aside with the remaining development of Baseline Lakes. Attached is a table documenting the open space that has been created to date in the Todd Creek Village PUD Plan area.

CAUTION: IF THIS SHEET IS NOT 22"x34" IT IS A REDUCED PRINT



KEY MAP
N.T.S.

TOAL NUMBER OF LOTS=34

NOTE: FOR INFORMATION ONLY
SEE PLAN SHEETS FOR DESIGN AND CONSTRUCTION.

WM

0 100 200 400
SCALE: 1" = 200'
ORIGINAL GRAPHIC SCALE

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF WARE MALCOMB AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY AGREEMENT WITH WARE MALCOMB. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF WARE MALCOMB PRIOR TO THE COMMENCEMENT OF ANY WORK.

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING
990 south broadway
suite 230
denver, co 80209
p 303.561.3333
waremalcomb.com

COLORADO LICENSED
PROFESSIONAL ENGINEER
THOMAS C. JAMESON
35942
Sep 25, 2020
FOR AND ON BEHALF OF WARE MALCOMB

BASELINE LAKES SUBDIVISION FILING NO. 2

OVERALL SITE PLAN

NO.	DATE	REMARKS

JOB NO.:	16091
PA / PM:	TJ
DRAWN BY:	MJ
DATE:	09/24/20

SHEET
OSP01
Sheet 4 of 53

NOT FOR CONSTRUCTION

BASELINE LAKES SUBDIVISION FILING NO. 2

CASE NO. PRC2018-00011

A PART OF THE NORTHWEST 1/4 OF SECTION 2, AND A PART OF THE EAST HALF OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 9

PURPOSE STATEMENT:

THIS **BASELINE LAKES SUBDIVISION FILING NO. 2** PLAT IS INTENDED TO SUBDIVIDE 71.063 ACRES INTO 35 SINGLE FAMILY LOTS, AND 10 TRACTS FOR OPEN SPACE, DRAINAGE AND DETENTION, AND DEDICATE RIGHT-OF-WAY AND GRANT EASEMENTS.

LEGAL DESCRIPTION PARCEL A

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 2 AND PART OF THE EAST HALF OF SECTION 3, TOGETHER WITH TRACT J,, BASELINE LAKES SUBDIVISION - FILING NO. 1 RECORDED AT RECEPTION NO. 2006000991342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE NORTHWEST QUARTER OF SECTION 2, AND THE EAST HALF OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 2 AND CONSIDERING THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 88°27'02" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00°43'12" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION TWO A DISTANCE OF 1,573.22 FEET;
THENCE NORTH 80°45'34" WEST A DISTANCE OF 443.01 FEET;
THENCE SOUTH 72°52'20" WEST A DISTANCE OF 34.34 FEET;
THENCE NORTH 68°48'28" WEST A DISTANCE OF 207.94 FEET;
THENCE NORTH 00°40'36" WEST A DISTANCE OF 2,163.64 FEET TO THE SOUTHWEST CORNER OF TRACT I SAID BASELINE LAKES SUBDIVISION FILING NO. 1;

THENCE ALONG THE BOUNDARY OF SAID TRACT I THE FOLLOWING FIVE (5) COURSES:
1) SOUTH 71°25'12" EAST A DISTANCE OF 162.93 FEET;
2) SOUTH 43°03'17" EAST A DISTANCE OF 584.32 FEET;
3) NORTH 69°04'49" EAST A DISTANCE OF 248.73 FEET;
4) SOUTH 67°09'06" EAST A DISTANCE OF 568.91 FEET;
5) SOUTH 01°32'58" EAST A DISTANCE OF 58.26 FEET TO THE NORTHERLY RIGHT-OF-WAY OF E. 164TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:
1) SOUTH 88°27'02" WEST A DISTANCE OF 11.63 FEET TO A POINT OF CURVATURE;
2) ALONG A NON-TANGENT CURVE TO THE ILEFT HAVING A CENTRAL ANGLE OF 20°22'30", A RADIUS OF 640.00 FEET, AN ARC LENGTH OF 227.59 FEET AND A CHORD THAT BEARS SOUTH 78°16'26" WEST A DISTANCE OF 226.39 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION TWO;

THENCE SOUTH 88°27'02" WEST ALONG SAID SOUTH LINE A DISTANCE OF 408.66 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 1,467,856 SQUARE FEET, OR 33.697 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PARCEL B

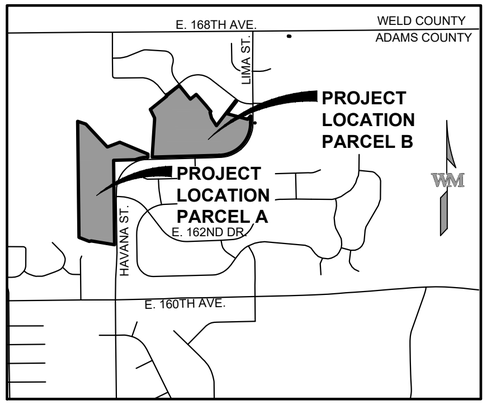
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 2 TOGETHER WITH TRACTS I, J AND S, BASELINE LAKES SUBDIVISION - FILING NO. 1 RECORDED AT RECEPTION NO. 2006000991342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 2 AND CONSIDERING THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 88°27'02" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:
THENCE NORTH 88°10'35" WEST A DISTANCE OF 679.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF E. 164TH AVENUE AND THE **POINT OF BEGINNING**;

THENCE SOUTH 88°27'02" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 1,252.64 FEET TO THE SOUTHEAST CORNER OF TRACT I, BASELINE LAKES SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 200600091342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID TRACT I THE FOLLOWING THREE (3) COURSES:
1) NORTH 03°51'44" EAST A DISTANCE OF 690.57 FEET;
2) NORTH 00°05'55" WEST A DISTANCE OF 41.40 FEET;
3) NORTH 26°26'19" WEST A DISTANCE OF 176.85 FEET TO A POINT ON THE BOUNDARY OF SAID BASELINE LAKES SUBDIVISION - FILING NO. 1;



VICINITY MAP

SCALE 1"=2000'

LEGAL DESCRIPTION PARCEL B CONTINUED

THENCE ALONG SAID BOUNDARY OF BASELINE LAKES SUBDIVISION FILING NO. 1 THE FOLLOWING SIXTEEN (16) COURSES;
1) NORTH 51°09'48" EAST A DISTANCE OF 386.88 FEET;
2) NORTH 38°50'12" WEST A DISTANCE OF 9.41 FEET;
3) NORTH 51°09'48" EAST A DISTANCE OF 312.36 FEET;
4) SOUTH 38°50'12" EAST A DISTANCE OF 327.08 FEET;
5) NORTH 51°09'48" EAST A DISTANCE OF 141.36 FEET;
6) SOUTH 41°41'59" EAST A DISTANCE OF 145.71 FEET;
7) SOUTH 41°24'06" EAST A DISTANCE OF 124.87 FEET;
8) SOUTH 38°53'25" EAST A DISTANCE OF 149.49 FEET;
9) SOUTH 45°08'56" WEST A DISTANCE OF 21.88 FEET;
10) SOUTH 14°51'04" EAST A DISTANCE OF 109.72 FEET;
11) SOUTH 32°22'12" EAST A DISTANCE OF 169.84 FEET;
12) NORTH 37°32'04" EAST A DISTANCE OF 586.67 FEET TO A POINT OF CURVATURE;
13) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°40'05", A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 20.02 FEET AND A CHORD THAT BEARS SOUTH 55°04'10" EAST A DISTANCE OF 20.02 FEET;
14) SOUTH 37°32'04" WEST A DISTANCE OF 289.45 FEET;
15) SOUTH 74°48'54" EAST A DISTANCE OF 396.55 FEET;
16) NORTH 41°41'19" EAST A DISTANCE OF 84.91 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF LIMA STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES;
1) SOUTH 00°18'00" EAST A DISTANCE OF 131.67 FEET TO A POINT OF CURVATURE;
2) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 88°45'04", A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 929.40 FEET AND A CHORD THAT BEARS SOUTH 44°04'31" WEST A DISTANCE OF 839.23 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 1,627,679 SQUARE FEET, OR 37.366 ACRES, MORE OR LESS.

ACKNOWLEDGMENT:

THE UNDERSIGNED OWNERS HAS BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS, TRACTS, STREETS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME **BASELINE LAKES SUBDIVISION FILING NO. 2** AND BY THESE PRESENTS DEDICATE AND CONVEY TO THE COUNTY OF ADAMS THE FOLLOWING AS SHOWN HERE ON FOR PUBLIC USE - STREETS, AVENUES, COURTS, AND PERPETUAL EASEMENTS FOR THE PURPOSE OF ANY AND ALL PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO STORM SEWER, WATER LINES, NATURAL GAS, TELEPHONE, ELECTRIC LINES, CABLES, CONDUITS AND POLES AND CABLE TELEVISION LINES TOGETHER WITH ALL NECESSARY AND CONVENIENT APPURTENANCES THERETO.

(SEE SHEET 3 FOR SIGNATURE BLOCKS)

STORM WATER MAINTENANCE MANUAL:

THE APPROVED STORM WATER MAINTENANCE MANUAL IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDER OFFICE AT RECEPTION NO. _____.

SURVEYOR'S CERTIFICATE:

I, THOMAS D. STAAB, A DULY LICENSED PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN.

_____
THOMAS D. STAAB
COLORADO P.L.S. NO. 25965
FOR & ON BEHALF OF: WARE MALCOMB
990 SOUTH BROADWAY, SUITE 230
DENVER, CO 80209
303.561.3333

PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS

_____ DAY OF _____, 20 _____.

_____
CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, 20 _____.

_____
CHAIR

CERTIFICATE OF CLERK AND RECORDER:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _____:_____.M. ON
THE _____ DAY OF _____, A.D., 20 _____.

_____
COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

990 south broadway
suite 230
denver, co 80209
p 303.561.3333
waremalcomb.com

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

NO.	DATE	REMARKS	NO.	DATE	REMARKS

JOB NO.	16091
PA/PM:	TJ
DRAWN:	AJ
DATE:	08/14/2018
SCALE:	NA

BASELINE LAKES SUBDIVISION
FINAL PLAT FILING NO. 2

BASELINE LAKES SUBDIVISION FILING NO. 2

CASE NO. PRC2018-00011

A PART OF THE NORTHWEST 1/4 OF SECTION 2,AND A PART OF THE EAST HALF OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 9

NOTES:

1. THE **BASIS OF BEARINGS** FOR THIS PLAT IS THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 2. TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPLE MERIDIAN, ASSUMED TO BEAR NORTH 88°27'02" EAST AND IS MONUMENTED AS SHOWN HEREON.
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 18-4-508 OF THE COLORADO REVISED STATUTES.
3. 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 CERTIFICATION SHOWN HEREON.
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WARE MALCOMB TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL TITLE INFORMATION OF RECORD, WARE MALCOMB RELIED UPON COMMITMENT FOR TITLE INSURANCE FILE NO. NCS-800037-3-CO, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, HAVING AN EFFECTIVE DATE OF JULY 25, 2018 AT 5:00 P.M.
5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200/3937 METERS.
6. BASED ON A REVIEW OF FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 08001C0326H, REVISED MARCH 5, 2007, SUBJECT PROPERTY IS IN ZONE X AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD.
7. ENGINEERED INDIVIDUAL SEWAGE DISPOSAL SYSTEMS (ISDS) MAY BE REQUIRED ON CERTAIN LOTS. ENGINEERED ISDS ARE LARGER AND MORE COSTLY THAN CONVENTIONAL SYSTEMS. LOT-SPECIFIC SOILS AND PERCOLATION TESTS SHALL BE USED TO DETERMINE THE TYPE AND SIZE OF ISDS.
8. SUITABLE AREA NEEDS TO BE DESIGNED ON EACH LOT SITE PLAN FOR BOTH PRIMARY AND REPLACEMENT WASTEWATER ABSORPTION AREAS. REPLACEMENT OF THE PRIMARY ABSORPTION AREA MAY BE REQUIRED. IF FAILURE OF THE PRIMARY AREA OCCURS. THESE AREAS NEED TO MEET ALL TRI-COUNTY HEALTH DEPARTMENT SETBACK REQUIREMENTS, AND ARE TO REMAIN FREE OF ANY IMPROVEMENTS, E.G. IRRIGATED LANDSCAPING, PAVING, OUT-BUILDINGS, ETC.
9. INSPECTION OF ISDS SYSTEMS SHALL BE THE RESPONSIBILITY OF THE TODD CREEK METROPOLITAN DISTRICT. MAINTENANCE OF ISDS SYSTEMS SHALL BE THE RESPONSIBILITY OF THE OWNER.
10. **NOTICE TO PROSPECTIVE BUYERS:** THERE IS A PLUGGED AND ABANDONED WELL LOCATED ON THIS PLAT IN LOT 5 BLOCK 4. PURSUANT TO ADAMS COUNTY DEVELOPMENT STANDARDS SECTION 4-10-02-03-03-05(2) THERE IS A 50FT BUFFER AROUND THE ABANDONED WELLHEAD DEDICATED AS A WELL MAINTENANCE AND WORKOVER SETBACK. NO STRUCTURES SHALL BE LOCATED WITHIN THIS SETBACK. PUBLIC ACCESS FOR INGRESS AND EGRESS TO THE WELL MAINTENANCE AND WORKOVER SETBACK AREA IS PROVIDED BY 165TH AVENUE.
11. THE OWNER SHALL DISCLOSE TO PROSPECTIVE PURCHASERS OF LOTS WITHIN A RADIUS OF 200 FEET OF THE PLUGGED AND ABANDONED WELL IN LOT 5, BLOCK 4 OF (1) THE LOCATION OF THE PLUGGED AND ABANDONED WELL, (2) THE LOCATION OF THE MAINTENANCE AND WORKOVER SETBACK, AND (3) THE PURPOSE FOR THE WELL MAINTENANCE AND WORKOVER SETBACK.

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 OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, 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 RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

EASEMENT STATEMENT:

TEN-FOOT (10') WIDE UTILITY AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE FRONT LOT LINES OF EACH LOT AND TRACTS G AND J IN THE SUBDIVISION. TEN-FOOT (10') WIDE DRY UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE REAR LINES OF EACH LOT AND TRACTS G AND J. FIVE-FOOT (5') WIDE DRY UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE SIDE LINES OF EACH LOT AND TRACTS G AND J. A BLANKET ACCESS AND DRY UTILITY EASEMENT IS HEREBY DEDICATED OVER TRACT H. THESE EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES. UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.

TRACT SUMMARY

TRACT	USE	AREA (SF)	AREA (AC)	MAINTENANCE	OWNER
A	OIL/GAS PIPELINE	9,163	0.21	BASELINE LAKES HOA	BASELINE LAKES HOA
B	DRAINAGE	19,155	0.44	BASELINE LAKES HOA	BASELINE LAKES HOA
C	OIL/GAS PIPELINE	6,711	0.15	BASELINE LAKES HOA	BASELINE LAKES HOA
D	WATER/DRAINAGE	8,872	0.20	BASELINE LAKES HOA	BASELINE LAKES HOA
E	OPEN SPACE	189,907	4.36	BASELINE LAKES HOA	BASELINE LAKES HOA
F	FUTURE DEVELOPMENT	626,092	14.37	BASELINE LAKES HOA	BASELINE LAKES HOA
G	DRAINAGE	92,285	2.12	BASELINE LAKES HOA	BASELINE LAKES HOA
H	OPEN SPACE	5,861	0.13	BASELINE LAKES HOA	BASELINE LAKES HOA
J	DRAINAGE	145,777	3.35	BASELINE LAKES HOA	BASELINE LAKES HOA
K	WATERLINE/DRAINAGE	17,263	0.40	BASELINE LAKES HOA	BASELINE LAKES HOA

BASELINE LAKES SUBDIVISION FILING NO. 2

CASE NO. PRC2018-00011

A PART OF THE NORTHWEST 1/4 OF SECTION 2,AND A PART OF THE EAST HALF OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 9

CERTIFICATE OF OWNERSHIP

IN WITNESS THEREOF, _____ HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____ AD.

OWNER: TAYLOR R. CARLSON

BY: _____
TAYLOR R. CARLSON

TAYLOR R. CARLSON
12460 1ST STREET
THORNTON, COLORADO 80241

NOTARY PUBLIC
STATE OF COLORADO)
) SS
COUNTY OF ADAMS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ _____AD.
BY TAYLOR R. CARLSON

WITNESS MY HAND AND OFFICIAL SEAL NOTARY SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
NOTARY ADDRESS: _____

CERTIFICATE OF OWNERSHIP

IN WITNESS THEREOF, _____ HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____ AD.

OWNER: CORY J. THORNTON

BY: _____
CORY J. THORNTON

CORY J. THORNTON
12460 1ST STREET
THORNTON, COLORADO 80241

NOTARY PUBLIC
STATE OF COLORADO)
) SS
COUNTY OF ADAMS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ _____AD.
BY CORY J. THORNTON

WITNESS MY HAND AND OFFICIAL SEAL NOTARY SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
NOTARY ADDRESS: _____

CERTIFICATE OF OWNERSHIP

IN WITNESS THEREOF, _____ HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____ AD.

OWNER: BRADLEY W. PENWELL
BY: _____
BRADLEY W. PENWELL

BRADLEY W. PENWELL
12460 1ST STREET
THORNTON, COLORADO 80241

NOTARY PUBLIC
STATE OF COLORADO)
) SS
COUNTY OF ADAMS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ _____AD.
BY BRADLEY W. PENWELL

WITNESS MY HAND AND OFFICIAL SEAL NOTARY SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
NOTARY ADDRESS: _____

CERTIFICATE OF OWNERSHIP

IN WITNESS THEREOF, _____ HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____ AD.

OWNER: BASELINE LAKES HOME OWNERS ASSOCIATION INC.

BY: _____ AS: _____
BASELINE LAKES HOME OWNERS ASSOCIATION INC, A COLORADO NON-PROFIT CORPORATION

BASELINE LAKES HOME OWNERS ASSOCIATION INC. .
12460 1ST STREET
THORNTON, COLORADO 80241

NOTARY PUBLIC
STATE OF COLORADO)
) SS
COUNTY OF ADAMS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ _____AD.
BY BASELINE LAKES HOME OWNERS ASSOCIATION INC.

WITNESS MY HAND AND OFFICIAL SEAL NOTARY SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
NOTARY ADDRESS: _____

CERTIFICATE OF OWNERSHIP

IN WITNESS THEREOF, _____ HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____ AD.

OWNER: RYAN CARLSON

BY: _____
RYAN CARLSON

RYAN CARLSON
12460 1ST STREET
THORNTON, COLORADO 80241

NOTARY PUBLIC
STATE OF COLORADO)
) SS
COUNTY OF ADAMS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ _____AD.
BY RYAN CARLSON

WITNESS MY HAND AND OFFICIAL SEAL NOTARY SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
NOTARY ADDRESS: _____

CERTIFICATE OF OWNERSHIP

IN WITNESS THEREOF, _____ HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____ AD.

OWNER: JENNY L. MOORE

BY: _____
JENNY L. MOORE

JENNY L. MOORE
12460 1ST STREET
THORNTON, COLORADO 80241

NOTARY PUBLIC
STATE OF COLORADO)
) SS
COUNTY OF ADAMS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ _____AD.
BY JENNY L. MOORE

WITNESS MY HAND AND OFFICIAL SEAL NOTARY SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
NOTARY ADDRESS: _____

CERTIFICATE OF OWNERSHIP

IN WITNESS THEREOF, _____ HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____ AD.

OWNER: BASELINE LAKES HOLDINGS LLC.

BY: _____ AS: _____
BASELINE LAKES HOLDINGS LLC. A COLORADO LIMITED LIABILITY COMPANY

BASELINE LAKES HOLDINGS LLC.
12460 1ST STREET
THORNTON, COLORADO 80241

NOTARY PUBLIC
STATE OF COLORADO)
) SS
COUNTY OF ADAMS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ _____AD.
BY BASELINE LAKES HOLDINGS LLC.

WITNESS MY HAND AND OFFICIAL SEAL NOTARY SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
NOTARY ADDRESS: _____

990 south broadway
suite 230
denver, co 80209
p 303.561.3333
waremalcomb.com

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

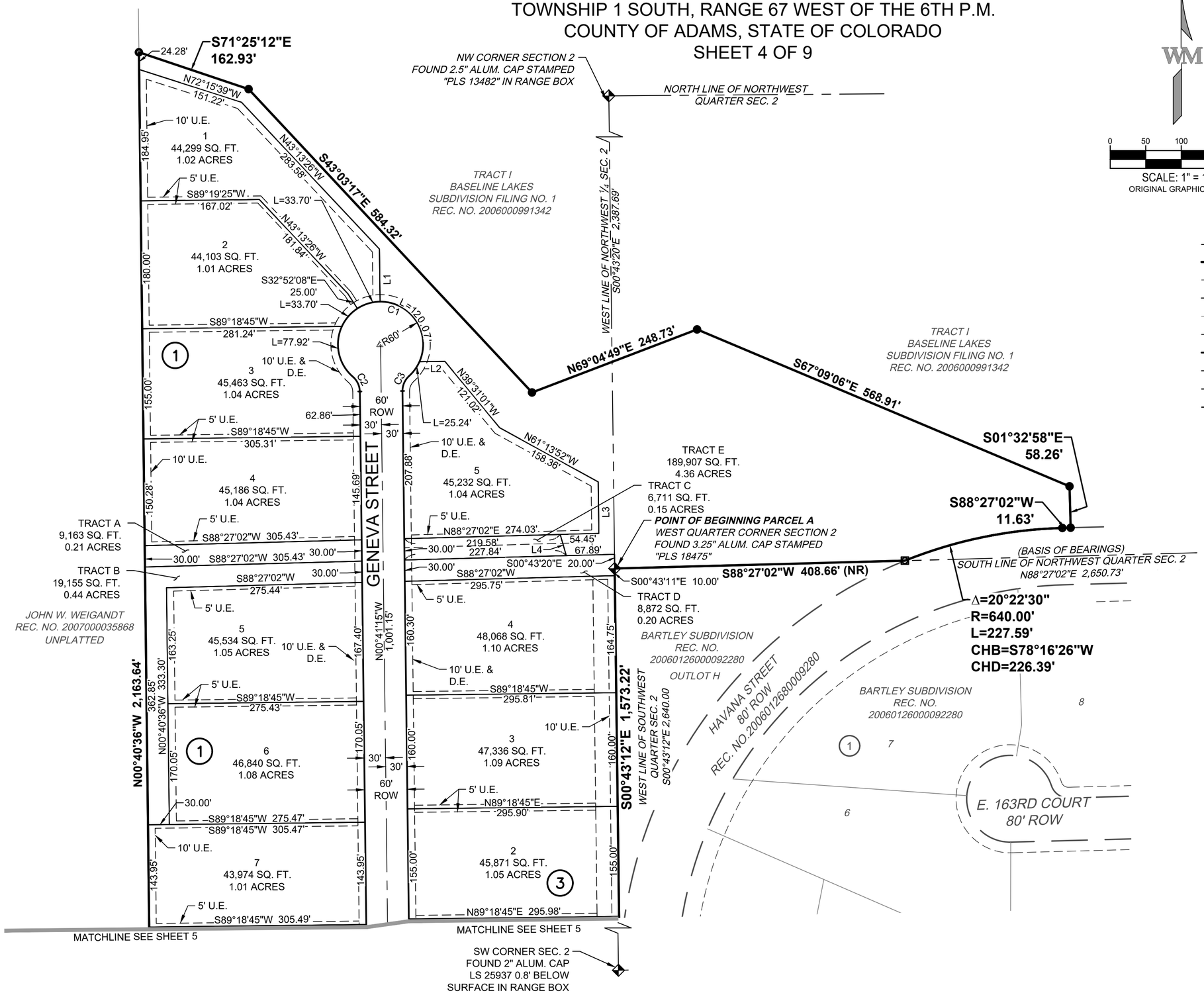
NO.	DATE	REMARKS	NO.	DATE	REMARKS

JOB NO.	16091
PA/PM:	TJ
DRAWN:	AJ
DATE:	08/14/2018
SCALE:	NA

BASELINE LAKES SUBDIVISION
FINAL PLAT FILING NO. 2

BASELINE LAKES SUBDIVISION FILING NO. 2

A PART OF THE NORTHWEST 1/4 OF SECTION 2, AND A PART OF THE EAST HALF OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 4 OF 9



KEY MAP
N.T.S.

0 50 100 200
SCALE: 1" = 100'
ORIGINAL GRAPHIC SCALE

LEGEND

- SECTION LINE
- SITE BOUNDARY
- EXISTING EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING LOT LINE
- CENTERLINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOT & TRACT LINE
- GAS SETBACK
- UTILITY AND DRAINAGE EASEMENT
- SET 18" NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 25965"
- FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "PLS 23899"
- FOUND NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38286"
- FOUND NO. 4 REBAR
- (6) BLOCK NUMBER
- SECTION CORNER AS NOTED
- sq. ft. SQUARE FEET
- ac. ACERS
- ROW RIGHT-OF-WAY
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- (NR) NON-RADIAL
- SURVEY MONUMENT IN MONUMENT BOX TO BE SET AT ALL CENTERLINE INTERSECTIONS, PCS, PTS, AND RADIUS POINTS BY DEVELOPERS SURVEYOR UPON COMPLETION OF STREET IMPROVEMENTS IN ACCORDANCE WITH ADAMS COUNTY DEVELOPMENT STANDARDS SECTION 5-0408

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WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

NO.	DATE	REMARKS	NO.	DATE	REMARKS

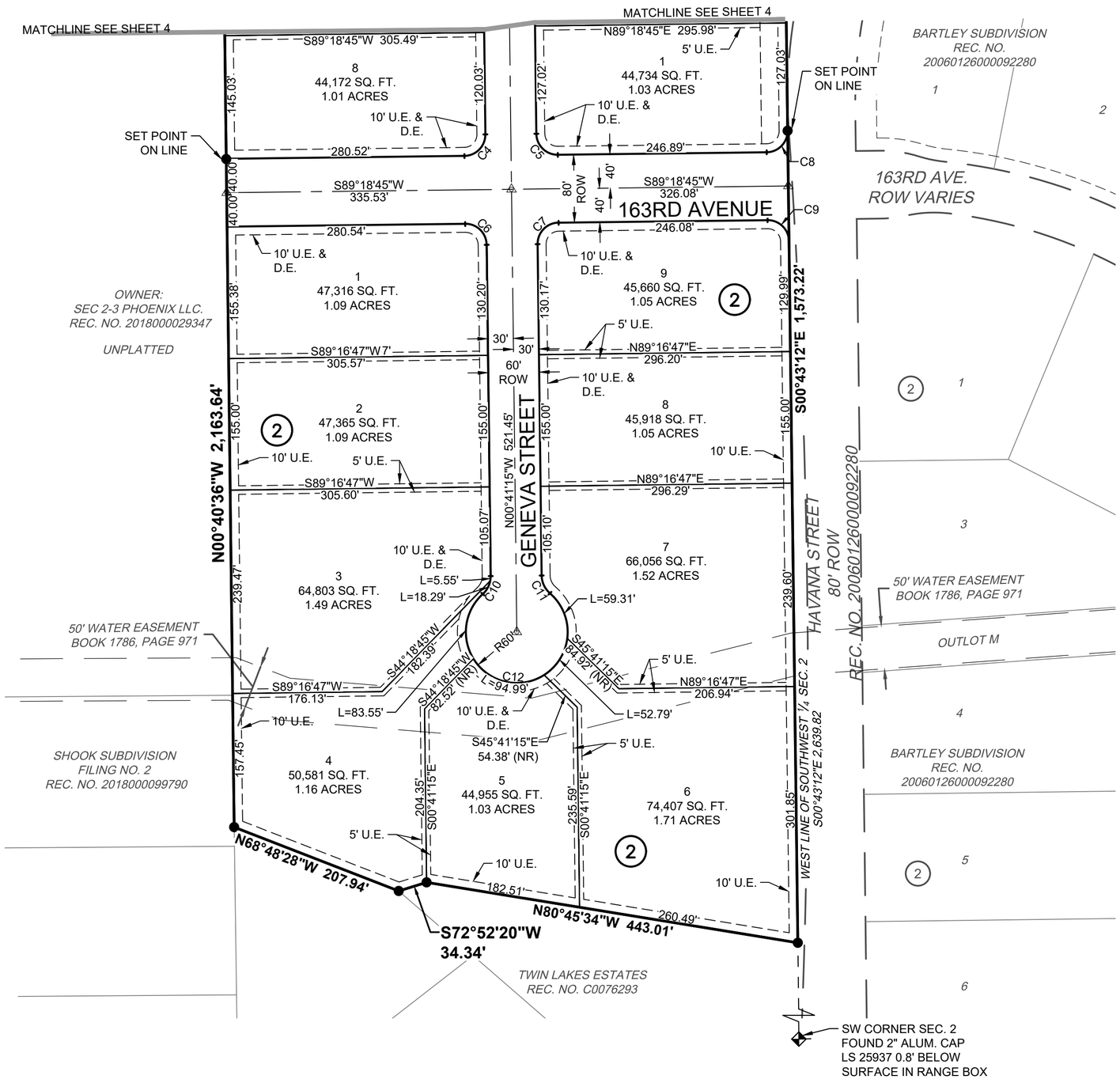
JOB NO.	16091
PA/PM:	TJ
DRAWN:	AJ
DATE:	08/14/2018
SCALE:	1" = 100'

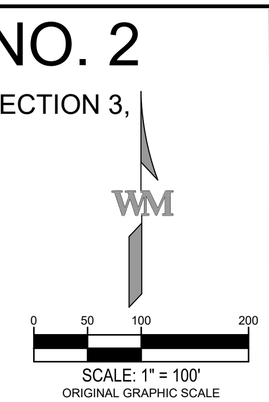
BASELINE LAKES SUBDIVISION
FINAL PLAT FILING NO. 2

SHEET 4
Sheet 4 of 9

BASELINE LAKES SUBDIVISION FILING NO. 2

A PART OF THE NORTHWEST 1/4 OF SECTION 2, AND A PART OF THE EAST HALF OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 5 OF 9





KEY MAP
N.T.S.

LEGEND

- SECTION LINE
- SITE BOUNDARY
- EXISTING EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING LOT LINE
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- D.E. DRAINAGE EASEMENT
- (NR) NON-RADIAL
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WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

NO.	DATE	REMARKS	NO.	DATE	REMARKS

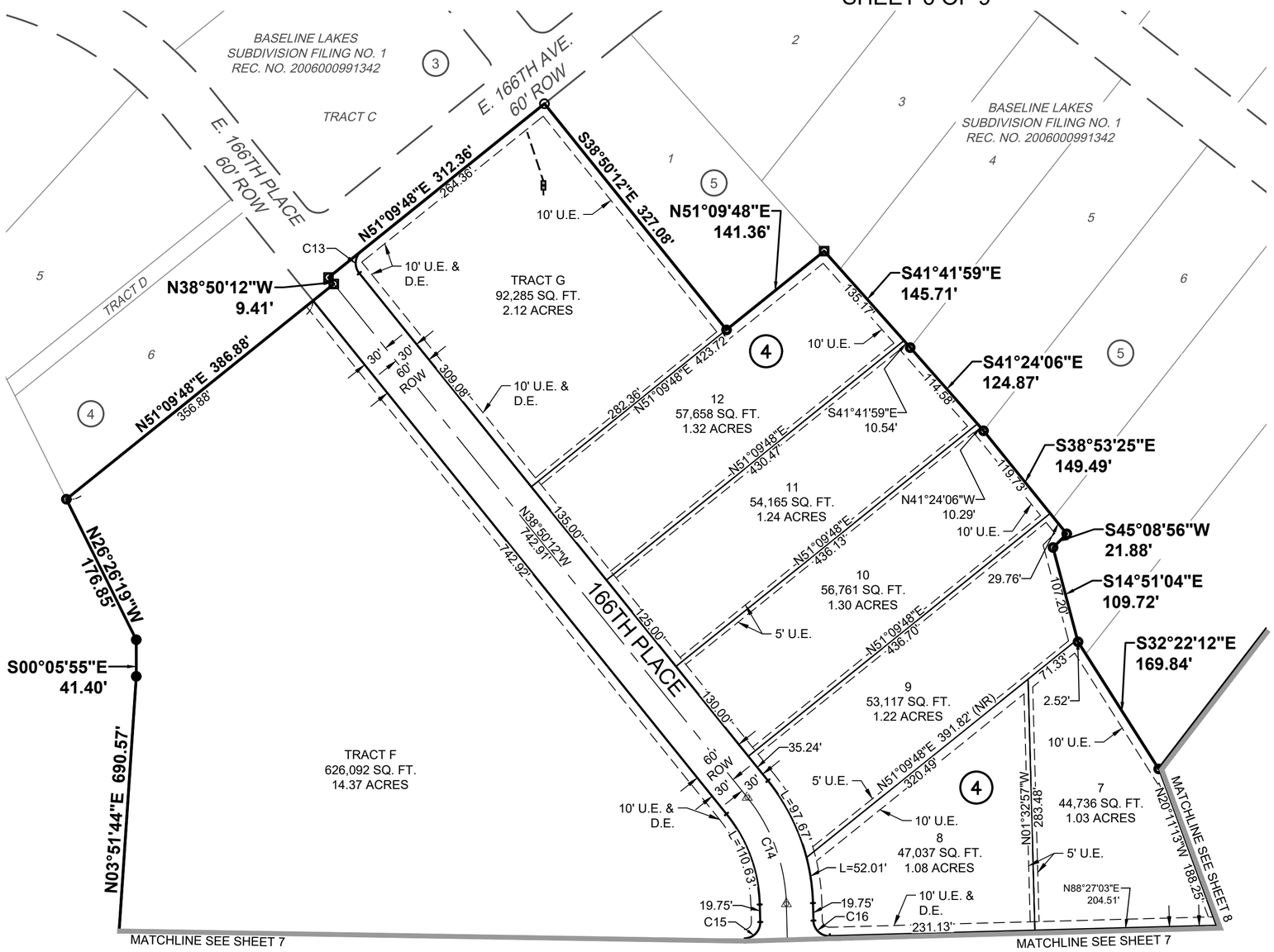
JOB NO.	16091
PA/PM:	TJ
DRAWN:	AJ
DATE:	08/14/2018
SCALE:	1" = 100'

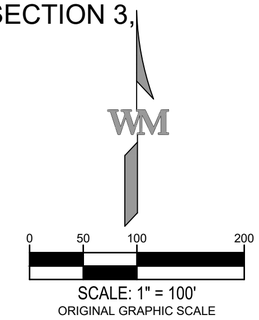
BASELINE LAKES SUBDIVISION
FINAL PLAT FILING NO. 2

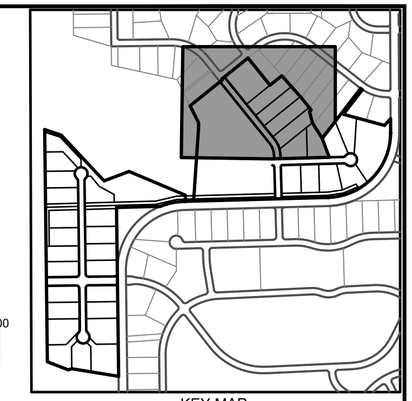
SHEET 5
Sheet 5 of 9

BASELINE LAKES SUBDIVISION FILING NO. 2

A PART OF THE NORTHWEST 1/4 OF SECTION 2, AND A PART OF THE EAST HALF OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 6 OF 9







KEY MAP
N.T.S.

LEGEND

- SECTION LINE
- SITE BOUNDARY
- EXISTING EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING LOT LINE
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- FOUND NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED "PLS 38286"
- ○ FOUND NO. 4 REBAR
- (6) BLOCK NUMBER
- SECTION CORNER AS NOTED
- sq. ft. SQUARE FEET
- ac. ACERS
- ROW RIGHT-OF-WAY
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- (NR) NON-RADIAL
- SURVEY MONUMENT IN MONUMENT BOX TO BE SET AT ALL CENTERLINE INTERSECTIONS, PCS, PTS, AND RADIUS POINTS BY DEVELOPERS SURVEYOR UPON COMPLETION OF STREET IMPROVEMENTS IN ACCORDANCE WITH ADAMS COUNTY DEVELOPMENT STANDARDS SECTION 5-0408

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waremalcomb.com

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

NO.	DATE	REMARKS	NO.	DATE	REMARKS

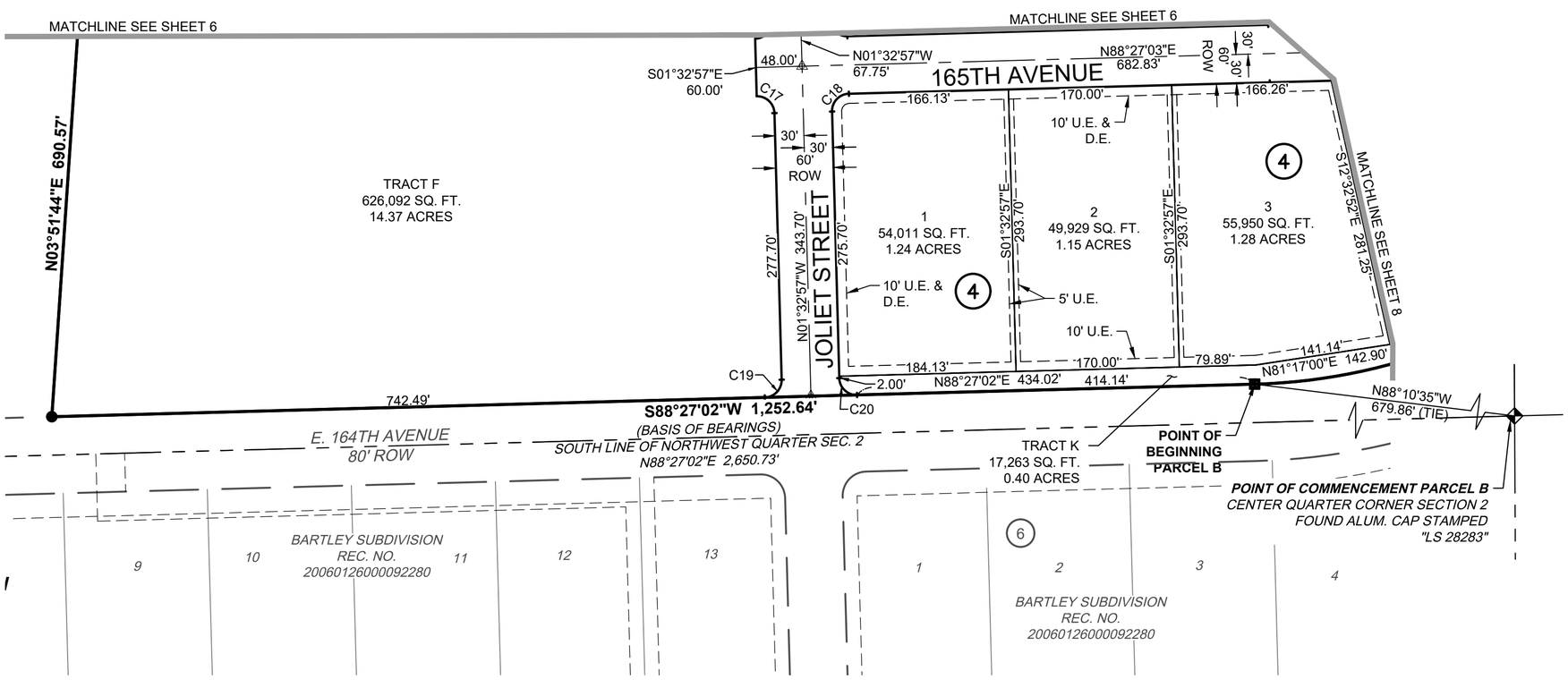
JOB NO.	16091
PA/PM:	TJ
DRAWN:	AJ
DATE:	08/14/2018
SCALE:	1" = 100'

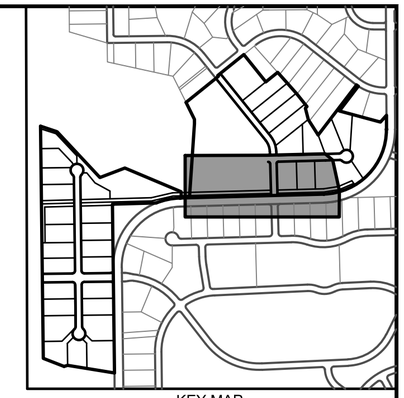
BASELINE LAKES SUBDIVISION
FINAL PLAT FILING NO. 2

SHEET 6

BASELINE LAKES SUBDIVISION FILING NO. 2

A PART OF THE NORTHWEST 1/4 OF SECTION 2, AND A PART OF THE EAST HALF OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 7 OF 9





KEY MAP
N.T.S.

LEGEND

- SECTION LINE
- SITE BOUNDARY
- EXISTING EASEMENT
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WM

0 50 100 200

SCALE: 1" = 100'
ORIGINAL GRAPHIC SCALE

990 south broadway
suite 230
denver, co 80209
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WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

NO.	DATE	REMARKS	NO.	DATE	REMARKS

JOB NO.	16091
PA/PM:	TJ
DRAWN:	AJ
DATE:	08/14/2018
SCALE:	1" = 100'

BASELINE LAKES SUBDIVISION

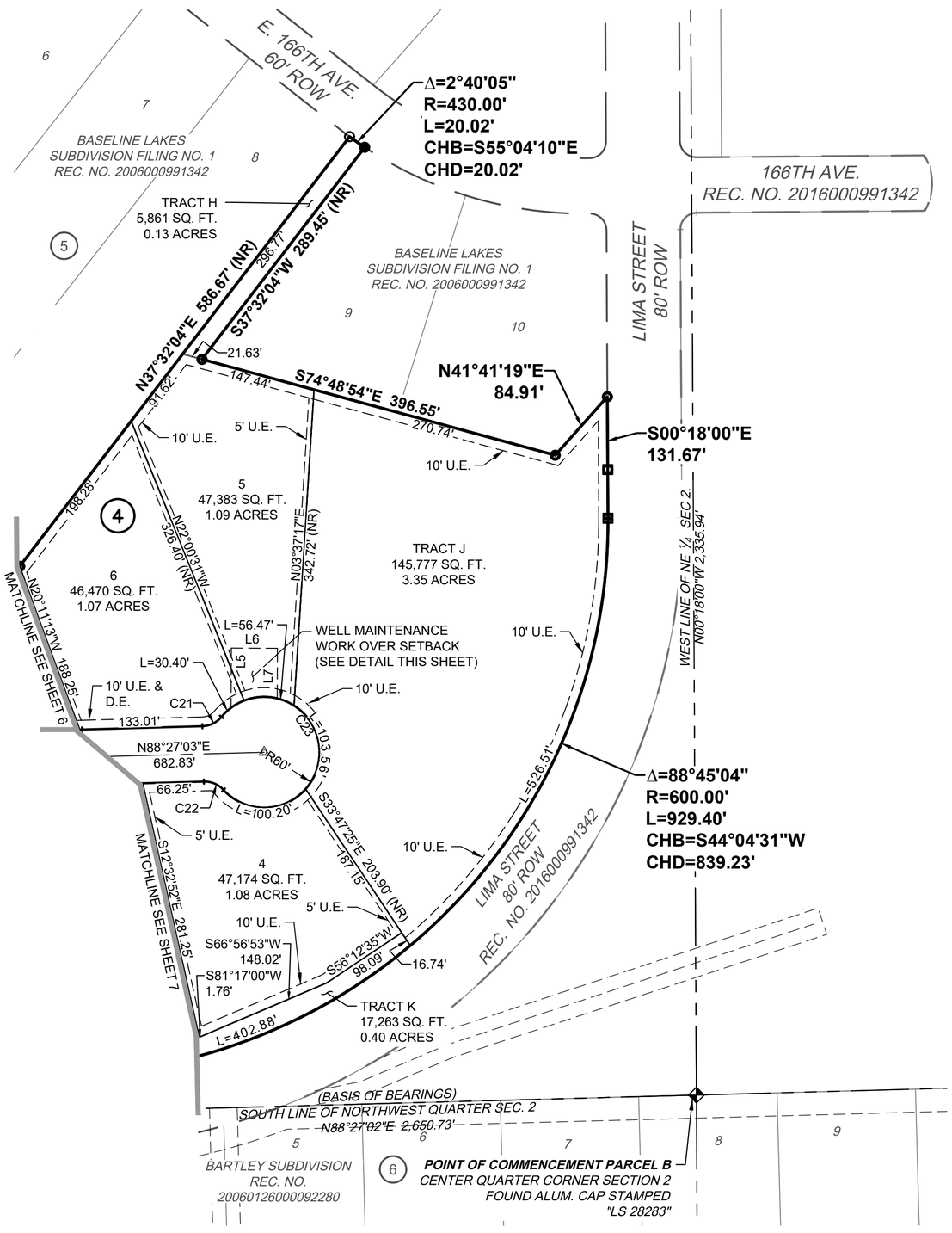
FINAL PLAT FILING NO. 2

SHEET 7

Sheet 7 of 9

BASELINE LAKES SUBDIVISION FILING NO. 2

A PART OF THE NORTHWEST 1/4 OF SECTION 2, AND A PART OF THE EAST HALF OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 8 OF 9



KEY MAP
N.T.S.

LEGEND

- SECTION LINE
- SITE BOUNDARY
- EXISTING EASEMENT
- EXISTING RIGHT-OF-WAY
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- (NR) NON-RADIAL
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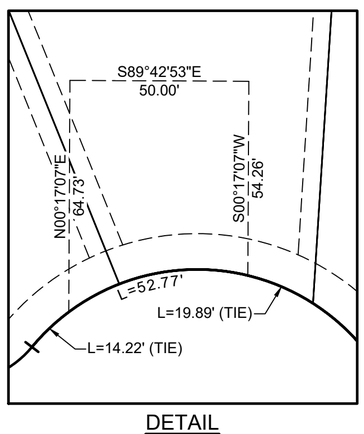
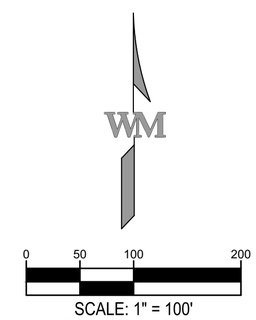


DETAIL
1"=30'

WELL MAINATANCE WORK OVER SETBACK
SEE NOTES 10 AND 11 ON SHEET 2



SCALE: 1" = 100'
ORIGINAL GRAPHIC SCALE

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denver, co 80209
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WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

NO.	DATE	REMARKS	NO.	DATE	REMARKS

JOB NO.	16091
PA/PM:	TJ
DRAWN:	AJ
DATE:	08/14/2018
SCALE:	1" = 50'

BASELINE LAKES SUBDIVISION
FINAL PLAT FILING NO. 2

SHEET 8
Sheet 8 of 9

BASELINE LAKES SUBDIVISION FILING NO. 2

A PART OF THE NORTHWEST 1/4 OF SECTION 2, AND A PART OF THE EAST HALF OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 9 OF 9

CURVE TABLE

CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	277°32'20"	60.00'	290.64'	S89°18'45"W	79.09'
C2	48°46'10"	28.00'	23.83'	S25°04'20"E	23.12'
C3	48°16'36"	28.00'	23.59'	N23°56'19"E	22.90'
C4	90°00'00"	25.00'	39.27'	N44°18'45"E	35.36'
C5	90°00'00"	25.00'	39.27'	S45°41'15"E	35.36'
C6	90°00'00"	25.00'	39.27'	N45°41'15"W	35.36'
C7	90°00'00"	25.00'	39.27'	S44°18'45"W	35.36'
C8	88°05'26"	25.00'	38.44'	N43°19'32"E	34.76'
C9	89°59'28"	25.02'	39.30'	N45°42'55"W	35.39'
C10	48°46'10"	28.00'	23.83'	N23°41'50"E	23.12'
C11	48°46'10"	28.00'	23.83'	S25°04'20"E	23.12'
C12	277°32'20"	60.00'	290.64'	N89°18'45"E	79.09'
C13	90°00'00"	18.00'	28.27'	N06°09'48"E	25.46'
C14	37°17'14"	200.00'	130.16'	N20°11'35"W	127.87'
C15	90°00'00"	18.00'	28.27'	S43°27'03"W	25.46'
C16	90°00'00"	18.00'	28.27'	S46°32'57"E	25.46'
C17	90°00'00"	18.00'	28.27'	S46°32'57"E	25.46'
C18	90°00'00"	18.00'	28.27'	S43°27'03"W	25.46'
C19	90°00'00"	18.00'	28.27'	S43°27'02"W	25.46'
C20	90°00'00"	18.00'	28.27'	N46°32'58"W	25.46'

CURVE TABLE

CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C21	48°46'10"	28.00'	23.83'	N64°03'58"E	23.12'
C22	48°46'10"	28.00'	23.83'	N67°09'52"W	23.12'
C23	277°32'20"	60.00'	290.64'	N01°32'57"W	79.09'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N00°41'15"W	74.15'
L2	S89°18'45"W	35.71'
L3	S00°41'15"E	72.51'
L4	S16°07'38"E	31.00'
L5	N00°17'07"E	64.73'
L6	S89°42'53"E	50.00'
L7	S00°17'07"W	54.26'

990 south broadway
suite 230
denver, co 80209
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waremalcomb.com

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

NO.	DATE	REMARKS	NO.	DATE	REMARKS

JOB NO.	16091
PA/PM:	TJ
DRAWN:	AJ
DATE:	08/14/2018
SCALE:	NA

BASELINE LAKES SUBDIVISION
FINAL PLAT FILING NO. 2

27J Schools
Kerrie Monti – Planning Manager
1850 Egbert Street, Suite 140, Brighton, CO 80601
Superintendent Chris Fiedler, Ed.D.

27J Schools Board of Education
Greg Piotraschke, President
Blaine Nickeson, Vice President
Kevin Kerber, Director
Lloyd Worth, Director
Tom Green, Director
Mandy Thomas, Director
Mary Vigil, Director

DATE: September 22, 2020

SUBDIVISION NAME: Todd Creek Baseline Lakes F2
LOCATION: Generally E. 168th Avenue and Lima Street
STATUS: Final Plat

A. STUDENT GENERATION (see attached Table 1 for methodology)

Dwelling Units	Total Students
34 SFD	26

B. LAND DEDICATION/CASH-IN-LIEU REQUIREMENTS (See attached Table 1 for methodology)

The District requests cash in lieu of land dedication in the amount of $9,360 (Adams County calculation).

C. SCHOOL BOUNDARY AREAS

Students from this proposed development would currently attend:

Brantner ES – 7800 E 133rd Avenue, Thornton
Quist MS – 13451 Yosemite Street, Thornton
Riverdale Ridge HS – 13380 Yosemite Street, Thornton

D. CAPITAL FACILITY FEE FOUNDATION (see attached Table 2 for methodology)

The Capital Facility Fee Foundation is a unique public/private nonprofit organization founded in January 2001 to help fund school expansion or new school construction. This program has been developed in partnership with each of the municipalities in the District, developer and builder representatives, and School District 27J. Funding is provided by builders and developers who have agreed to contribute per residential dwelling unit based on the current fee structure.
The current (as of January 1, 2021) fees negotiated for this program are as follows: $865 per single family residential unit and $494 per multi-family unit.

SCHOOL DISTRICT PLANNING COMMENTS AND RECOMMENDATIONS:

1. **The District requests cash in lieu of land dedication in the amount of $$9,360.**

2. **Prior to the approval of the final subdivision plat, we recommend that the developer enter into an agreement with the Capital Facility Fee Foundation to mitigate the impact of this development on District school facilities. Given the residential units planned for Todd Creek Baseline Lakes Filing 2, the tax-deductible capital facility fees are projected to be $29,410. If lots are sold by the developer, the participant agreement may be assigned to the builder for those lots. CFFF fees may be paid in a lump sum or by lot as permits are pulled. We would appreciate your support of our students, families, and community.**

We appreciate your continuing cooperation and the opportunity to comment upon issues of interest to both the City and the School District. We look forward to receiving updated referrals on this subdivision. Please let me know if you have questions about these comments.

Sincerely,

Kerrie Monti

Kerrie Monti
Planning Manager

Attachment

Adams County Subdivision (Rural Residential)

Table 1 - Adams County Student Generation and Facilities Requirements

Dwelling Unit Type	Number of DUs	Population Rate	Population Generated	Student Generation Rate	Number of Students	Land Area Required per Student	Number of Acres	Land Value per Acre	School District Fee
SFD	34	3.278	111.452	0.775	26.35	0.026	0.6851	$13,662	$9,359.84
SFA		2.533	0	0.364	0	0.026	0	$13,662	$0.00
TH/C		2.216	0	0.303	0	0.026	0	$13,662	$0.00
Apartment		2.007	0	0.195	0	0.026	0	$13,662	$0.00
Mobile Home		2.803	0	0.512	0	0.026	0	$13,662	$0.00
Total	**34**		**111.452**		**26.35**		**0.6851**		**$9,359.84**

Land Dedication Provided	0

Table 2 - SD27J Capital Facility Fee Foundation Contributions

Dwelling Unit Type	Number of DUs	Rate per Unit	Total Contribution
SFD	34	$865.00	$29,410.00
SFA	0	$865.00	$0.00
TH/C	0	$494.00	$0.00
Apartment	0	$494.00	$0.00
Total	**34**		**$29,410.00**

FINAL PROTECTION REPORT

Baseline Lakes

Adams County, CO

September 24, 2020

Prepared for:

Baseline Lakes Holdings, LLC
Attn: Ryan Carlson
Carlson Associates
PO Box 247
Eastlake, CO 80614-0247

Prepared by:

Ware Malcomb
900 S. Broadway
Suite 320
Denver, CO 80209
P: 303.561.3333

Thomas C. Jansen, PE No. 35942
Principal

I. GENERAL LOCATION AND DESCRIPTION

A. Site Location

The Baseline Lakes project site is located on ±223 acres of land located in the southeast quarter section of Section 3, and the north half of Section 2, Township 1 South, Range 67 West of the Sixth Principal Meridian, County of Adams, State of Colorado. The site is located south of E. 168th Avenue, west of Tucson Street, and east of Yosemite Street.

B. Existing Potable Water System

Information regarding existing water facilities have been gathered from the Todd Creek Village Metropolitan District. There was a fire flow test preformed and the results are as follows:

The hydrants on the 66th and Lima on the east side had static pressure of 126psi and 94psi residual pressure with the flow hydrant showing 1755gpm @ 75psi.

The hydrants on the 164th and Kingston on the north side had static pressure of 117psi and 90psi residual pressure with the flow hydrant showing 1755gpm @ 75psi.

An existing 12-inch water main currently runs within Lima Street from the intersection of East 168th Avenue south, along 164th Avenue and Havana Street. Another existing 12-inch waterline runs north from 164th Avenue up through Joliet Street and 166th Place.

The attached Sheet 01 shows the locations of existing fire hydrants.

A. Proposed Potable Water System

The proposed local streets will contain 8-inch PVC waterlines which will be connected to the existing 12" mains in Havana Street and Joliet Street. The new waterlines will be interconnected through the entire site. All fire hydrants connections will be 6" ductile iron pipe. The attached sheet EX-1 shows the locations of all new fire hydrants.

A WaterCAD model was prepared for this development utilizing Todd Creek Village Metropolitan District criteria. Using the pressures provided by the Fire Flow Test, scenarios were run for the proposed project including Static HGL with No Demand, Static HGL with Peak Hour Demands, Maximum Day Demands and Max Day Demands plus Fire Demand.

Max Day: Max Pressure = 122 psi, Min Pressure = 99 psi
Max Daily + Fire Flow: Min Pressure = 51 psi, Max Velocity = 0.16 fps
Peak Hour: Min Pressure = 99 psi, Max Velocity = 0.50 fps
Fire Flow Rate = 2,000 gpm

Design criteria used is as follows:

3.45 persons per dwelling
Average Day = 150 gallons per person per day
Maximum Daily = 3.2 x Average Day (Residential)
Maximum Hourly = 5.76 x Average Day (Residential)

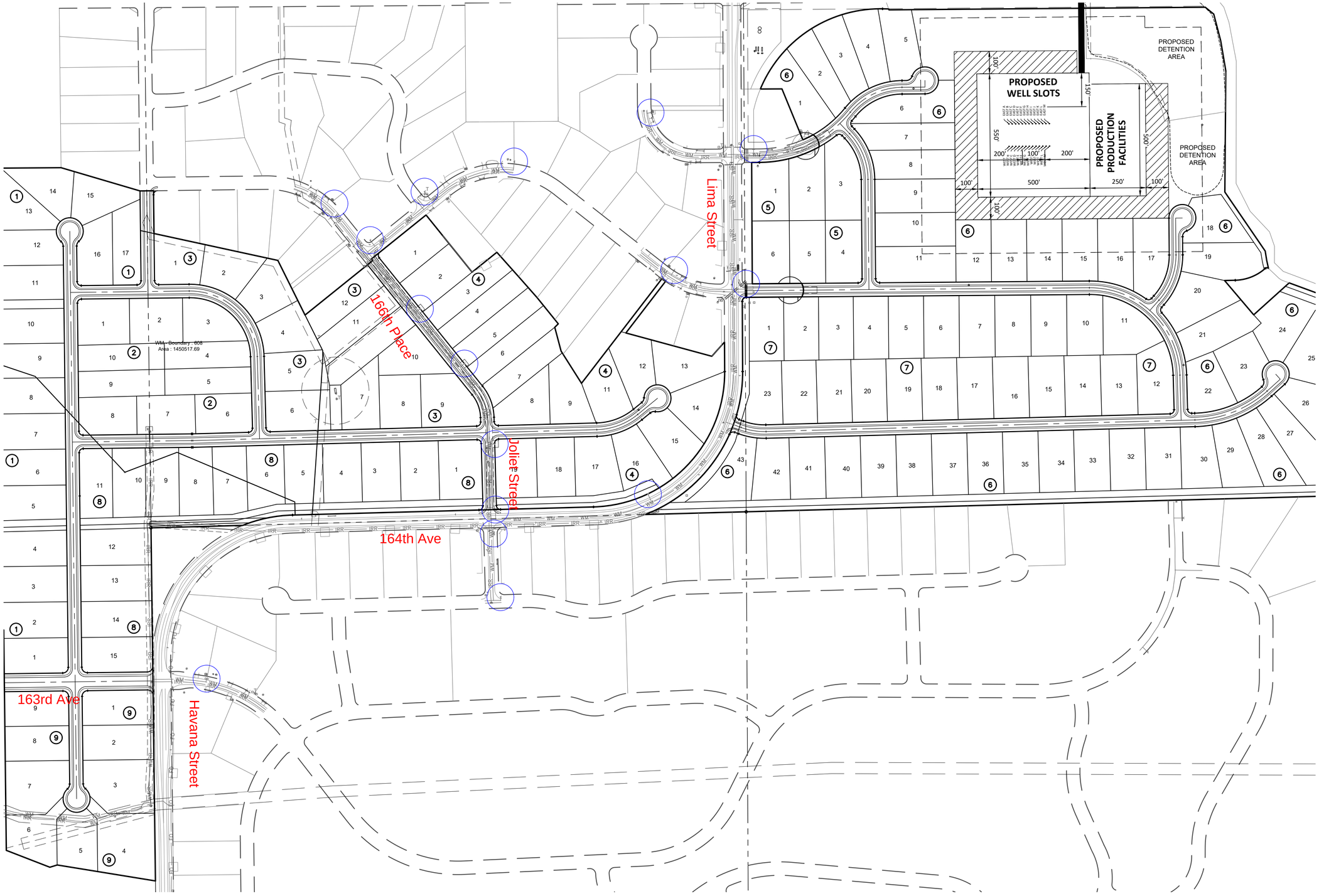
Spreadsheets detailing the pipe flows, velocities and pressures at junctions called out within the WaterCAD model can be provided upon request.

III. REFERENCES

1. *Todd Creek Village Metropolitan District Rules and Regulations,* Todd Creek, November 14, 2017.

2. *Bentley WaterCAD V8i (SELECT series 6), 2016 Bentley Systems, Incorporated.*

CAUTION: IF THIS SHEET IS NOT 24"x36" IT IS A REDUCED PRINT



990 south broadway
suite 230
denver, co 80209
p 303.561.3333
waremalcomb.com

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

NO.	DATE	REMARKS	NO.	DATE	REMARKS

JOB NO.
PA/PM:
DRAWN:
DATE:
SCALE:

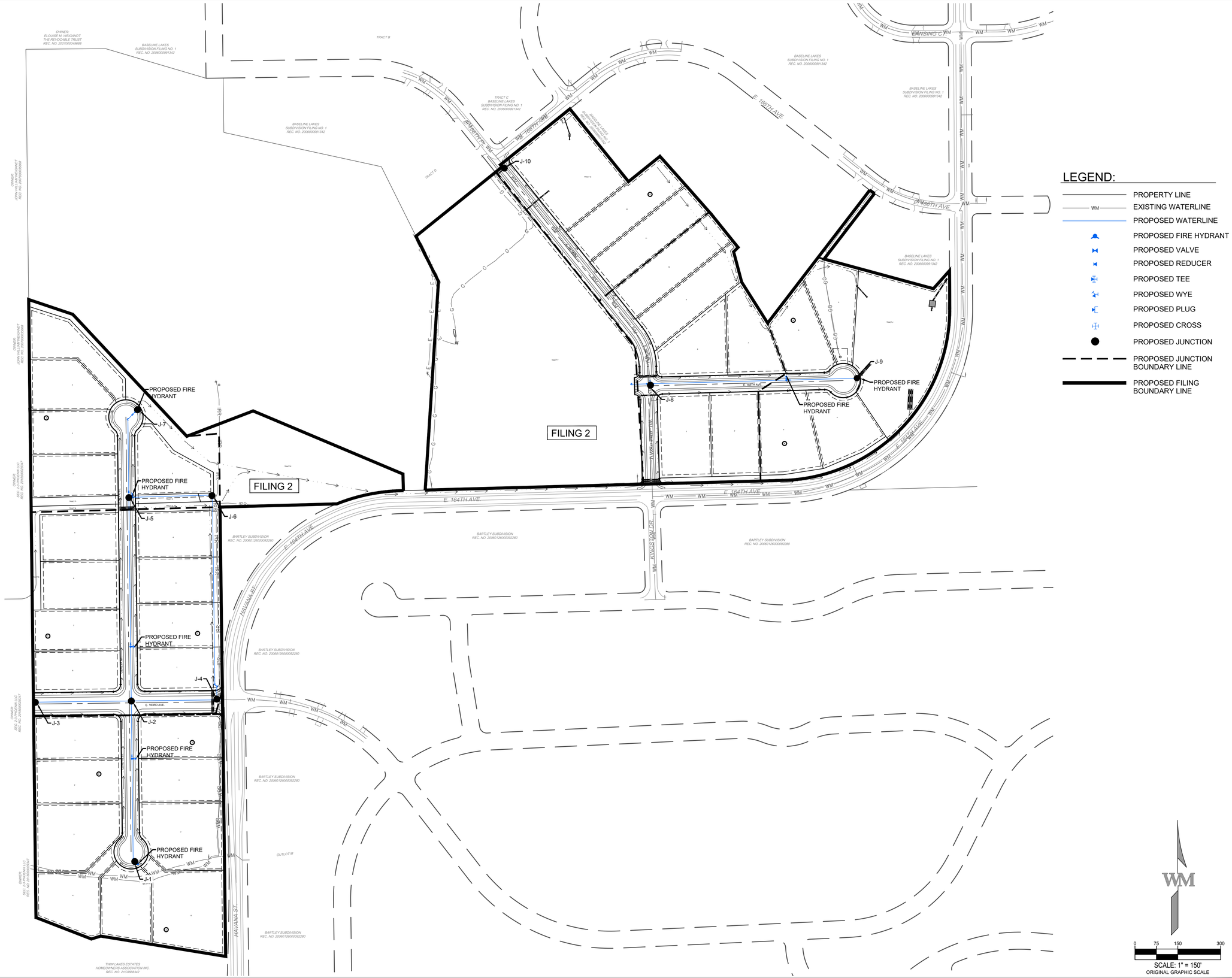
BASELINE LAKES

EXISTING FIRE HYDRANT LOCATION EXHIBIT

SHEET 01

Sheet 01 of 01

CAUTION: IF THIS SHEET IS NOT 24"x36" IT IS A REDUCED PRINT



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p 303.561.3333
waremalcomb.com

COLORADO REGISTERED PROFESSIONAL ENGINEER
THOMAS C. JASSEN
35942
Sep 24, 2020
FOR AND ON BEHALF OF WARE MALCOMB

BASELINE LAKES FILING NO. 2

WATERCAD JUNCTION MAP

NO.	DATE	REMARKS

JOB NO.:	16091
PA / PM:	DN
DRAWN BY:	MJP
DATE:	04-08-20

SHEET
EX-1
Sheet 1 of 1

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF WARE MALCOMB AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY AGREEMENT WITH WARE MALCOMB. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF WARE MALCOMB PRIOR TO THE COMMENCEMENT OF ANY WORK.

Land Title Guarantee Company
Customer Distribution

PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABC70593425.2** Date: **09/30/2020**

Property Address: **BASELINE LAKES SUBDIVISION FILING NO. 2 PLAT MASTER, N/A, CO**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance
Scott Bennetts
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4175 (Work)
sbennetts@ltgc.com

Seller/Owner
BASELINE LAKES HOLDINGS, LLC
Attention: RYAN CARLSON
12460 1ST STREET
EASTLAKE, CO 80614
(303) 898-0603 (Work)
ryancarlson@carlsonland.net
Delivered via: Electronic Mail

Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABC70593425.2** Date: **09/30/2020**

Property Address: **BASELINE LAKES SUBDIVISION FILING NO. 2 PLAT MASTER, N/A, CO**

Parties:

TAYLOR R. CARLSON, AS TO AN UNDIVIDED 24.25% INTEREST; AND CORY J. THORNTON, AS TO AN UNDIVIDED 24.25% INTEREST; AND BRADLEY W. PENWELL, AS TO AN UNDIVIDED 24.25% INTEREST; AND RYAN L. CARLSON, AS TO AN UNDIVIDED 24.25% INTEREST; AND JENNY L. MOORE, AS TO AN UNDIVIDED 3% INTEREST, AS TO THOSE PORTIONS OF THE SUBJECT PROPERTY LYING WITHIN THE LAND DESCRIBED IN DEED RECORDED JULY 30, 2018 UNDER RECEPTION NO. 2018000061208; AND BASELINE LAKES HOME OWNERS ASSOCIATION, INC., A COLORADO NON-PROFIT CORPORATION, AS TO THOSE PORTIONS OF PARCEL A LYING WITHIN THE LAND DESCRIBED IN DEED RECORDED AUGUST 12, 2016 UNDER RECEPTION NO. 2016000066282; AND TODD CREEK VILLAGE METROPOLITAN DISTRICT, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AS TO THAT PORTION OF PARCEL A LYING WITHIN TRACT I, BASELINE LAKES SUBDIVISION - FILING NO. 1; AND BASELINE LAKES HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO THE REMAINDER

Visit Land Title's Website at **www.ltgc.com** for directions to any of our offices.

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06	TBD
	Total TBD
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

Adams county recorded 08/16/2004 under reception no. 774140

Adams county recorded 08/16/2004 under reception no. 774340

Adams county recorded 07/13/2006 under reception no. 708970

Adams county recorded 08/20/2012 under reception no. 2012000061450

Adams county recorded 08/12/2016 under reception no.

2016000066282

Adams county recorded 07/09/2018 under reception no. 2018000054845

Adams county recorded 07/30/2018 under reception no. 2018000061208

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABC70593425.2

Property Address:

BASELINE LAKES SUBDIVISION FILING NO. 2 PLAT MASTER, N/A, CO

1. **Effective Date:**

   09/25/2020 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "ALTA" Owner's Policy 06-17-06 TBD
   Proposed Insured:

   _____

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   A FEE SIMPLE

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   TAYLOR R. CARLSON, AS TO AN UNDIVIDED 24.25% INTEREST; AND CORY J. THORNTON, AS TO AN UNDIVIDED 24.25% INTEREST; AND BRADLEY W. PENWELL, AS TO AN UNDIVIDED 24.25% INTEREST; AND RYAN L. CARLSON, AS TO AN UNDIVIDED 24.25% INTEREST; AND JENNY L. MOORE, AS TO AN UNDIVIDED 3% INTEREST, AS TO THOSE PORTIONS OF THE SUBJECT PROPERTY LYING WITHIN THE LAND DESCRIBED IN DEED RECORDED JULY 30, 2018 UNDER RECEPTION NO. 2018000061208; AND BASELINE LAKES HOME OWNERS ASSOCIATION, INC., A COLORADO NON-PROFIT CORPORATION, AS TO THOSE PORTIONS OF PARCEL A LYING WITHIN THE LAND DESCRIBED IN DEED RECORDED AUGUST 12, 2016 UNDER RECEPTION NO. 2016000066282; AND TODD CREEK VILLAGE METROPOLITAN DISTRICT, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AS TO THAT PORTION OF PARCEL A LYING WITHIN TRACT I, BASELINE LAKES SUBDIVISION - FILING NO. 1; AND BASELINE LAKES HOLDINGS LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO THE REMAINDER

5. **The Land referred to in this Commitment is described as follows:**

   PARCEL A

   A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 2 AND PART OF THE EAST HALF OF SECTION 3, TOGETHER WITH TRACT J,, BASELINE LAKES SUBDIVISION - FILING NO. 1 RECORDED AT RECEPTION NO. 2006000991342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE NORTHWEST QUARTER OF SECTION 2, AND THE EAST HALF OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   BEGINNING AT THE WEST QUARTER CORNER OF SECTION 2 AND CONSIDERING THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 88°27'02" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

   THENCE SOUTH 00°43'12" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION TWO A DISTANCE OF 1,573.22 FEET;

   THENCE NORTH 80°45'34" WEST A DISTANCE OF 443.01 FEET;

   THENCE SOUTH 72°52'20" WEST A DISTANCE OF 34.34 FEET;

THENCE NORTH 68°48'28" WEST A DISTANCE OF 207.94 FEET;

THENCE NORTH 00°40'36" WEST A DISTANCE OF 2,163.64 FEET TO THE SOUTHWEST CORNER OF TRACT I SAID BASELINE LAKES SUBDIVISION FILING NO. 1;

THENCE ALONG THE BOUNDARY OF SAID TRACT I THE FOLLOWING FIVE (5) COURSES:

1) SOUTH 71°25'12" EAST A DISTANCE OF 162.93 FEET;
2) SOUTH 43°03'17" EAST A DISTANCE OF 584.32 FEET;
3) NORTH 69°04'49" EAST A DISTANCE OF 248.73 FEET;
4) SOUTH 67°09'06" EAST A DISTANCE OF 568.91 FEET;
5) SOUTH 01°32'58" EAST A DISTANCE OF 58.26 FEET TO THE NORTHERLY RIGHT-OF-WAY OF E. 164TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1) SOUTH 88°27'02" WEST A DISTANCE OF 11.63 FEET TO A POINT OF CURVATURE;
2) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20°22'30", A RADIUS OF 640.00 FEET, AN ARC LENGTH OF 227.59 FEET AND A CHORD THAT BEARS SOUTH 78°16'26" WEST A DISTANCE OF 226.39 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION TWO;

THENCE SOUTH 88°27'02" WEST ALONG SAID SOUTH LINE A DISTANCE OF 408.66 FEET TO THE POINT OF BEGINNING.

PARCEL B

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 2 TOGETHER WITH TRACTS I, J AND S, BASELINE LAKES SUBDIVISION - FILING NO. 1 RECORDED AT RECEPTION NO. 2006000991342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 2 AND CONSIDERING THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 88°27'02" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 88°10'35" WEST A DISTANCE OF 679.86 FEET TO A POINT ON THE NORTHERLY RIGHTOF-WAY OF E. 164TH AVENUE AND THE POINT OF BEGINNING;

THENCE SOUTH 88°27'02" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 1,252.64 FEET TO THE SOUTHEAST CORNER OF TRACT I, BASELINE LAKES SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 200600091342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID TRACT I THE FOLLOWING THREE (3) COURSES:

1) NORTH 03°51'44" EAST A DISTANCE OF 690.57 FEET;

2) NORTH 00°05'55" WEST A DISTANCE OF 41.40 FEET;
3) NORTH 26°26'19" WEST A DISTANCE OF 176.85 FEET TO A POINT ON THE BOUNDARY OF SAID BASELINE LAKES SUBDIVISION - FILING NO. 1;

THENCE ALONG SAID BOUNDARY OF BASELINE LAKES SUBDIVISION FILING NO. 1 THE FOLLOWING SIXTEEN (16) COURSES;

1) NORTH 51°09'48" EAST A DISTANCE OF 386.88 FEET;
2) NORTH 38°50'12" WEST A DISTANCE OF 9.41 FEET;
3) NORTH 51°09'48" EAST A DISTANCE OF 312.36 FEET;
4) SOUTH 38°50'12" EAST A DISTANCE OF 327.08 FEET;
5) NORTH 51°09'48" EAST A DISTANCE OF 141.36 FEET;
6) SOUTH 41°41'59" EAST A DISTANCE OF 145.71 FEET;
7) SOUTH 41°24'06" EAST A DISTANCE OF 124.87 FEET;
8) SOUTH 38°53'25" EAST A DISTANCE OF 149.49 FEET;
9) SOUTH 45°08'56" WEST A DISTANCE OF 21.88 FEET;
10) SOUTH 14°51'04" EAST A DISTANCE OF 109.72 FEET;
11) SOUTH 32°22'12" EAST A DISTANCE OF 169.84 FEET;
12) NORTH 37°32'04" EAST A DISTANCE OF 586.67 FEET TO A POINT OF CURVATURE;
13) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°40'05", A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 20.02 FEET AND A CHORD THAT BEARS SOUTH 55°04'10" EAST A DISTANCE OF 20.02 FEET;
14) SOUTH 37°32'04" WEST A DISTANCE OF 289.45 FEET;
15) SOUTH 74°48'54" EAST A DISTANCE OF 396.55 FEET;
16) NORTH 41°41'19" EAST A DISTANCE OF 84.91 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF LIMA STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES;

1) SOUTH 00°18'00" EAST A DISTANCE OF 131.67 FEET TO A POINT OF CURVATURE;
2) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 88°45'04", A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 929.40 FEET AND A CHORD THAT BEARS SOUTH 44°04'31" WEST A DISTANCE OF 839.23 FEET TO THE POINT OF BEGINNING.

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AMERICAN LAND TITLE ASSOCIATION

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABC70593425.2

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABC70593425.2

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RESERVATION OF ALL COAL THAT MAY BE UNDERNEATH THE SURFACE OF THE LAND HEREIN DESCRIBED; ALSO SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL MINES THAT MAY BE DEVELOPED UPON SAID PREMISES AND FOR THE TRANSPORTATION OF THE COAL FROM THE SAME, IN DEED FROM UNION PACIFIC RAILWAY AND TELEGRAPH COMPANY RECORDED JUNE 18, 1889 IN BOOK A11 AT PAGE **502**, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

   NOTE: QUITCLAIM DEED IN CONNECTION THEREWITH RECORDED APRIL 14, 1971 IN BOOK 1684 AT PAGE **281**.
10. RESERVATION OF ALL COAL THAT MAY BE UNDERNEATH THE SURFACE OF THE LAND HEREIN DESCRIBED; ALSO SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY BE NECESSARY FOR THE PROPER WORKING OF ANY COAL MINES THAT MAY BE DEVELOPED UPON SAID PREMISED AND FOR THE TRANSPORTATION OF THE COAL FROM THE SAME, IN DEED FROM UNION PACIFIC RAILWAY AND TELEGRAPH COMPANY RECORDED JUNE 18, 1884 IN BOOK 497 AT PAGE **415**, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

    NOTE: QUITCLAIM DEED IN CONNECTION THEREWITH RECORDED APRIL 14, 1971 IN BOOK 1684 AT PAGE **281**.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABC70593425.2

11. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1905 IN BOOK 16 AT PAGE 300.
12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT BY AND BETWEEN IDA S. GUTHRIE AND CARL C. SELTZER AND R.V. CARLSON RECORDED OCTOBER 09, 1956 IN BOOK 631 AT PAGE 252.
13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT BY AND BETWEEN ABNER P. GUTHRIE AND CARL C. SELTZER RECORDED APRIL 30, 1963 IN BOOK 1063 AT PAGE 271.
14. EASEMENT GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC., FOR ELECTRIC TRANSMISSION AND DISTRIBUTION LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 29, 1968, IN BOOK 1459 AT PAGE 172.
15. OIL AND GAS LEASE BETWEEN ABNER GUTHRIE AND VIOLET GUTHRIE AND TOM VESSELS, RECORDED MAY 28, 1970 IN BOOK 1601 AT PAGE 50, AND ALL ASSIGNMENTS THEREOF AND INTERESTS THEREIN.

    LEASE MODIFICATION AGREEMENT RECORDED NOVEMBER 13, 1979 IN BOOK 1643 AT PAGE 426.

    AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION RECORDED DECEMBER 13, 1971 IN BOOK 1763 AT PAGE 492.

    DECLARATION OF UNITIZATION RECORDED FEBRUARY 21, 1975 IN BOOK 1978 AT PAGE 761.

    PRODUCTION AFFIDAVIT RECORDED JANUARY 26, 1989 IN BOOK 3530 AT PAGE 617.

    AMENDED DECLARATION OF UNITIZATION RECORDED JANUARY 2, 1987 IN BOOK 3254 AT PAGE 525.

    AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASES RECORDED DECEMBER 18, 1992 IN BOOK 4000 AT PAGE 977.

    AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASES RECORDED MARCH 31, 1993 IN BOOK 4045 AT PAGE 309.

    DECLARATION OF UNIT RECORDED OCTOBER 12, 1993 IN BOOK 4167 AT PAGE 866.

    NOTICES OF OIL AND GAS INTERESTS AND SURFACE USE RECORDED DECEMBER 5, 2000 UNDER RECEPTION NOS. C0738225, C0738226 AND UNDER RECEPTION NO. C0738230.
16. EASEMENT GRANTED TO SELTZER FARMS, INC., FOR PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 22, 1972, IN BOOK 1786 AT PAGE 970.
17. EASEMENT GRANTED TO MOUNTAIN VIEW WATER USERS ASSOCIATION, FOR WATER LINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 21, 1977, IN BOOK 2183 AT PAGE 856.
18. MINERAL RIGHTS AS CONVEYED IN DEEDS RECORDED FEBRUARY 6, 1984 IN BOOK 2837 AT PAGES 337 AND 338; AND SEPTEMBER 12, 1985 IN BOOK 3047 AT PAGES 813 AND 814.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABC70593425.2

19. THE EFFECT OF RELEASE AND DAMAGE PAYMENT RECEIPT RECORDED JUNE 26, 1984 IN BOOK 2888 AT PAGE 155.
20. RIGHT OF WAY FOR MOVING DRILLING EQUIPMENT IN AND OUT AND FOR RELATED PURPOSES AS GRANTED IN INSTRUMENT RECORDED JUNE 26, 1984 IN BOOK 2888 AT PAGE 155.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT RECORDED JUNE 29, 1984 IN BOOK 2889 AT PAGE 459.
22. THE EFFECT OF RELEASE AND DAMAGE PAYMENT RECEIPT RECORDED DECEMBER 11, 1984 IN BOOK 2945 AT PAGE 954.
23. RIGHT OF WAY FOR MOVING DRILLING EQUIPMENT IN AND OUT AND FOR RELATED PURPOSES, AS GRANTED IN INSTRUMENT RECORDED DECEMBER 11, 1984 IN BOOK 2945 AT PAGE 954.
24. RIGHT OF WAY EASEMENT AS GRANTED TO VESSELS OIL & GAS COMPANY IN INSTRUMENT RECORDED MARCH 13, 1985, IN BOOK 2976 AT PAGE 687.
25. CONVEYANCE OF WATER RIGHTS IN INSTRUMENTS RECORDED JUNE 21, 1985 IN BOOK 3015 AT PAGE 964 AND JANUARY 21, 1986 IN BOOK 3100 AT PAGE 960.
26. COVENANTS RELATING TO WATER RIGHTS RECORDED JUNE 21, 1985 IN BOOK 3015 AT PAGE 967, AND JANUARY 21, 1986 IN BOOK 3100 AT PAGES 952 AND 956.
27. NOTICE OF GENERAL DESCRIPTION OF AREA SERVED BY PANHANDLE EASTERN PIPELINE COMPANY CONCERNING UNDERGROUND FACILITIES RECORDED JUNE 25, 1986 IN BOOK 3162 AT PAGE 961.
28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY CONTRACT RECORDED APRIL 01, 1992 IN BOOK 3885 AT PAGE 740.
29. GAS LINE DISCLOSED IN PERMIT RECORDED FEBRUARY 23, 1996 IN BOOK 4687 AT PAGE 867.
30. MINERAL RIGHTS AS CONVEYED IN DEED RECORDED JULY 10, 1996 IN BOOK 4791 AT PAGE 630, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
31. MINERAL RIGHTS AS CONVEYED IN DEED RECORDED MARCH 25, 1998 IN BOOK 5273 AT PAGE 182, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
32. CONVEYANCE OF WATER RIGHTS AND RELATED RIGHTS TO CITY OF WESTMINSTER IN INSTRUMENT RECORDED OCTOBER 26, 2000 UNDER RECEPTION NO. C0725617.
33. NOTICE OF RIGHT TO USE SURFACE OF THE LANDS RECORDED DECEMBER 19, 2000 UNDER RECEPTION NO. C0742925.
34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING HEARING DECISION RECORDED MARCH 12, 2002 UNDER RECEPTION NO. C0938822 (TODD CREEK VILLAGE).
35. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. C0971622.
36. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AGREEMENT RECORDED JULY 22, 2002 UNDER RECEPTION NO. C0999711.

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37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TODD CREEK VILLAGE PRELIMINARY PUD PLAN RECORDED AUGUST 23, 2002 UNDER RECEPTION NO. C1014679.

38. RESERVATION BY THE SELLER OF RIGHTS TO "ALL OIL AND GAS ROYALTIES PAYABLE UNDER ANY AND ALL LEASES EXISTING IN EFFECT AT TIME OF CLOSING" IN DEEDS RECORDED AUGUST 16, 2004 UNDER RECEPTION NO. 20040816000774140 AND UNDER RECEPTION NO. 20040816000774340, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

    NOTE: STIPULATION OF INTEREST AND CROSS CONVEYANCE RECORDED APRIL 21, 2016 UNDER RECEPTION NO. 2016000030532.

39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ADAMS COUNTY ZONING HEARING DECISION RECORDED OCTOBER 28, 2005 UNDER RECEPTION NO. 20051028001189920. (BASELINE LAKES PLANNED UNIT DEVELOPMENT)

40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BASELINE LAKES SUBDIVISION PLANNED UNIT DEVELOPMENT PRELIMINARY DEVELOPMENT PLAN RECORDED DECEMBER 12, 2005 UNDER RECEPTION NO. 1358120.

41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION AGREEMENT RECORDED MARCH 23, 2006 UNDER RECEPTION NO. 20060323000297050, (TODD CREEK VILLAGE PARK AND RECREATION DISTRICT).

42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INCLUSION AGREEMENT RECORDED MARCH 23, 2006 UNDER RECEPTION NO. 20060323000297070. (EAGLE SHADOW METROPOLITAN DISTRICT NO. 1).

43. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NO. 20060331000327090.

44. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NO. 20060331000327100.

45. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE EAGLE SHADOW METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 17, 2006, UNDER RECEPTION NO. 20060417000388370.

    RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAGLE SHADOW METROPOLITAN DISTRICT NO. 1 IN CONNECTION THEREWITH RECORDED OCTOBER 30, 2018 UNDER RECEPTION NO. 2018000087953

    NOTE: ORDER OF EXCLUSION RECORDED APRIL 13, 2009 UNDER RECEPTION NO. 2009000025678 (AFFECTS TRACT I, BASELINE LAKES SUBDIVISION - FILING NO. 1)

46. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE TODD CREEK VILLAGE PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 17, 2006, UNDER RECEPTION NO. 20060417000388430.

47. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT FOR WATER SERVICES, AS DISCLOSED IN MEMORANDUM RECORDED JULY 13, 2006 UNDER RECEPTION NO. 20060713000708930.

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48. WATER AND WATER RIGHTS, RESERVOIRS AND RESERVOIR RIGHTS AS CONVEYED TO TODD CREEK FARMS METROPOLITAN DISTRICT NO. 1 BY THE DEED RECORDED JULY 13, 2006 UNDER RECEPTION NO. 20060713000708940.

49. CONVEYANCE OF WATER RIGHTS TO TODD CREEK FARMS METROPOLITAN DISTRICT NO. 1 IN INSTRUMENTS RECORDED JULY 13, 2006 UNDER RECEPTION NO. 20060713000708950 AND UNDER RECEPTION NO. 20060713000708960, AND OCTOBER 6, 2006 UNDER RECEPTION NO. 2006000987438.

50. HEADGATE AND PUMP AS CONVEYED TO TODD CREEK FARMS METROPOLITAN DISTRICT NO. 1 BY THE DEED RECORDED JULY 13, 2006 UNDER RECEPTION NO. 20060713000708970.

51. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT SPECIAL WARRANTY DEED TO TODD CREEK FARMS METROPOLITAN DISTRICT NO. 1 RECORDED JULY 13, 2006 UNDER RECEPTION NO. 20060713000708980.

52. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT SPECIAL WARRANTY DEED TO TODD CREEK FARMS METROPOLITAN DISTRICT NO. 1 RECORDED JULY 13, 2006 UNDER RECEPTION NO. 20060713000708990.

53. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING HEARING DECISION, ADAMS COUNTY COMMISSIONERS, RECORDED JULY 14, 2006 UNDER RECEPTION NO. 20060714000713290.

54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BASELINE LAKES SUBDIVISION PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN RECORDED OCTOBER 18, 2006 UNDER RECEPTION NO. 2006000991341.

55. OIL WELLS, EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BASELINE LAKES SUBDIVISION - FILING NO. 1 RECORDED OCTOBER 18, 2006 UNDER RECEPTION NO. 2006000991342.

    NOTE: RATIFICATION AND CONFIRMATION OF PLAT BY TRD DEVELOPMENT, LLC, RECORDED SEPTEMBER 17, 2007 UNDER RECEPTION NO. 2007000088611.

    NOTE: RATIFICATION AND CONFIRMATION OF PLAT BY TODD CREEK FARMS METROPOLITAN DISTRICT NO. 1 RECORDED SEPTEMBER 17, 2007 UNDER RECEPTION NO. 2007000088612.

56. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SURFACE USE AGREEMENT RECORDED NOVEMBER 09, 2006 UNDER RECEPTION NO. 2006000999256.

57. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AND AGREEMENT RECORDED NOVEMBER 09, 2006 UNDER RECEPTION NO. 2006000999257.

58. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT RECORDED DECEMBER 06, 2006 UNDER RECEPTION NO. 3440214 (WELD COUNTY RECORDS).

59. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 02, 2007, UNDER RECEPTION NO. 2007000074144.

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60. REQUEST FOR NOTIFICATION OF PENDING SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 07, 2007 UNDER RECEPTION NO. 2007000076064.

61. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT FOR WATER SERVICE RECORDED OCTOBER 02, 2007 UNDER RECEPTION NO. 2007000093311 AND AMENDED AND RESTATED AGREEMENT FOR WATER SERVICE RECORDED OCTOBER 10, 2017 UNDER RECEPTION NO. 2017000088125.

62. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 24, 2007 UNDER RECEPTION NO. 2007000116902.

63. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JANUARY 23, 2009, UNDER RECEPTION NO. 2009000004797.

    FIRST AMENDMENT TO DECLARATION FOR BASELINE LAKES RECORDED AUGUST 31, 2010 UNDER RECEPTION NO. 2010000058376.

    SECOND AMENDMENT TO DECLARATION FOR BASELINE LAKES RECORDED MARCH 17, 2011 UNDER RECEPTION NO. 2011000017497.

64. WATER RIGHTS AS CONVEYED TO TODD CREEK FARMS METROPOLITAN DISTRICT NO. 1 WATER ACTIVITY ENTERPRISE LEASING TRUST, 2006 BY THE DEED RECORDED FEBRUARY 24, 2010 UNDER RECEPTION NO. 2010000012071.

    INDEMNIFICATION AGREEMENT IN CONNECTION THEREWITH RECORDED MAY 13, 2010 UNDER RECEPTION NO. 2010000031818.

65. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED AUGUST 20, 2012 UNDER RECEPTION NO. 2012000061448.

66. WATER RIGHTS AS CONVEYED TO H30 LLC, A COLORADO LIMITED LIABILITY COMPANY BY THE DEED RECORDED JULY 2, 2014 UNDER RECEPTION NO. 2014000042202.

67. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE USE AGREEMENT RECORDED SEPTEMBER 19, 2014 UNDER RECEPTION NO. 2014000063927.

68. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LETTER OF AGREEMENT BY AND BETWEEN BASELINE LAKES LLC AND MERIT ENERGY COMPANY, INC. RECORDED SEPTEMBER 19, 2014 UNDER RECEPTION NO. 2014000063928.

69. ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERAL RIGHTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORATION AS CONVEYED TO BL RESOURCES, LLC, A COLORADO LIMITED LIABILITY COMPANY BY THE DEED RECORDED APRIL 14, 2016 UNDER RECEPTION NO. 2016000028457, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

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70. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED AND AGREEMENT RECORDED FEBRUARY 24, 2017 UNDER RECEPTION NO. **2017000017230**.

71. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MEMORANDUM OF RIGHT OF WAY AGREEMENT RECORDED JUNE 17, 2019 UNDER RECEPTION NO. **2019000046586**.

72. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED SEPTEMBER 18, 2019 UNDER RECEPTION NO. **2019000078036**.

73. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT DRAINAGE EASEMENT RECORDED OCTOBER 17, 2019 UNDER RECEPTION NO. **2019000089435**.

74. DEED OF TRUST DATED NOVEMBER 14, 2005 FROM BASELINE LAKES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF FIRSTIER BANK TO SECURE THE SUM OF $3,191,000.00 RECORDED NOVEMBER 23, 2005, UNDER RECEPTION NO. **20051123001292470**.

    SAID DEED OF TRUST WAS ASSIGNED TO 2011-SIP-1 RADC VENTURE, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN ASSIGNMENT RECORDED AUGUST 10, 2011, UNDER RECEPTION NO. **2011000051092**.

    SECOND MODIFICATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED SEPTEMBER 06, 2013, UNDER RECEPTION NO. **2013000078519**.

LAND TITLE GUARANTEE COMPANY
DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Commitment For Title Insurance
Issued by Old Republic National Title Insurance Corporation

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**

   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**

   The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

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After Recording, Please Return To:
Brian Jumps
2579 West Main Street, Suite 201
Littleton, Colorado 80120

AMENDED AND RESTATED AGREEMENT FOR WATER SERVICE

THIS AMENDED AND RESTATED AGREEMENT FOR WATER SERVICE ("Restated Agreement") is made as of the 6th day of October, 2017 (the "Effective Date"), by TODD CREEK VILLAGE METROPOLITAN DISTRICT F/K/A TODD CREEK FARMS METROPOLITAN DISTRICT NO. 1, a metropolitan district formed pursuant to Title 32, C.R.S. ("District"), and BASELINE LAKES HOLDINGS, LLC, a Colorado limited liability company, and its successor and assigns ("Owner").

RECITALS

A. District and Baseline Lakes, LLC, a Colorado limited liability company ("Original Owner"), executed that certain Agreement for Water Service ("Agreement") dated as of December 20, 2005 which was recorded in the real property records of Adams County, Colorado (the "Official Records"), on October 2, 2007, at Reception No. 2007000093311, affecting those certain parcels of real property situated in the County of Adams, State of Colorado, legally described on Exhibit A attached hereto and incorporated herein by this reference, which are now owned by Owner (the "Property").

B. Owner is the successor-in-interest to Original Owner.

C. District and Owner now desire to amend and restate the Agreement in accordance with the terms and conditions of this Restated Agreement.

AMENDED AND RESTATED AGREEMENT FOR WATER SERVICE

NOW, THEREFORE, the parties hereby amend and restate the Agreement with this Restated Agreement superseding and replacing the Agreement in all respects, and the following terms, provisions, covenants, conditions, restrictions and obligations pursuant to the terms of this Restated Agreement shall be a burden and a benefit to the Parties and their respective permitted successors and assigns.

WATER AGREEMENT RECITALS

WHEREAS, the District is empowered under §§ 32-1-1001(1)(d)(I), (f), (h) and (i) and 32-1-1004(2)(j), C.R.S. to furnish water service within the District service area boundaries and to establish fees for such service pursuant to contractual agreement; and

WHEREAS, the Property is located within the District's service area boundaries;

WHEREAS, the Owner has requested that the District provide water service to the Property, which is generally known as Baseline Lakes Subdivision, and the District is willing to provide such service upon the terms and conditions specified in this Restated Agreement; and

WHEREAS, the District is empowered under §§ 32-1-1004(2)(j), C.R.S. to acquire water rights and construct and operate lines and facilities to provide water service within the boundaries of the District service area;

NOW THEREFORE, the District and Owner have reached agreement as to the terms upon which District will provide water service to the Property.

AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Defined Terms**. Unless otherwise defined in this Restated Agreement, defined terms, indicated by initial capital letters, shall have the meanings ascribed to them in the Agreement.

2. **Scope of Agreement**. The real property eligible for water service under the terms of this Restated Agreement is described in Exhibit A attached hereto and incorporated herein by this reference (the "Property). The Property is located within the service area of the District. Improvements located upon the Property which may be connected to the District's water lines shall be limited to those necessary to deliver the pressures and volumes for domestic, irrigation and fire flows to the Property as identified in this Restated Agreement. Any other water uses by the Owner shall require written approval of the District.

(a) District hereby grants to the Owner the right to tap into the District water systems existing for the Baseline Lakes Subdivision, including the potable water service lines and the irrigation water service lines. District hereby reaffirms, ratifies and confirms that the Property is eligible for Water Service (as defined below). District acknowledges and agrees that the water systems and all infrastructure outside the boundaries of the Property necessary for Water Service and as contemplated by this Restated Agreement, including, without limitation, all potable water service lines and all irrigation water service lines, are completed in compliance with all applicable laws and the rules, regulations and standards of the District and located at the boundary line of the Property. Owner acknowledges and agrees that Owner remains obligated to complete the necessary on-site infrastructure for Water Service in accordance with the terms of this Restated Agreement. Except as provided herein, District acknowledges and agrees that no infrastructure for Water Service is required that is offsite of the Property.

(b) District will provide potable water service and irrigation water service (collectively, the "Water Service") to 136 final platted lots and any associated tracts for the Property (each, a "Lot" or "Tract"). Water Service demand shall not exceed 0.55 acre/feet/year for each Lot. In addition, service shall be provided in accordance

with and subject to the District's rules and regulations as they may reasonably change from time to time, including any limits on irrigation (currently limited to 5,000 square feet of landscape area excluding perimeter trees). As consideration for the Water Service, Owner shall pay District a water resources fee in an amount equal to $7,875.00 per Lot or Tract within 30 days after the approval by Adams County of the Subdivision Improvement Agreement for each filing, phase or phases in which the Property is developed, or upon the sale, transfer or conveyance of a filing, phase or phases of the Property from the Owner to any unrelated and/or unaffiliated third-party, whichever shall occur first ("Water Service Payment") Owner and District agree that Owner may develop the Property in one or more filings or phases without limitation as to the number of filings or phases Except for the tap fees as specifically set forth below, District hereby agrees that no additional compensation or consideration will be required for the Water Service. The date that Owner pays the first Water Service Payment per the terms of this Restated Agreement shall be the "First Amendment Payment Date" hereunder For purposes of explanation only, the Water Service Payment is calculated on the basis of .45-acre feet per Lot or Tract and a per acre foot cost of $17,500.00.

(c) All engineering plans and specifications for the construction of Water Main Lines, Local Facilities and Regional Facilities as defined in the District's Rules and Regulations, including connections, pump stations and all appurtenances thereto, as well as Water Service Lines, shall be subject to the review and approval of the District. All plans and specifications shall be prepared by a professional engineer licensed in the State of Colorado. District agrees that any review and approval of the engineering plans and specifications shall be made in a timely manner, not to exceed 20 business days, and shall not be unreasonably withheld, conditioned or delayed.

(d) District and Owner agree to reasonably cooperate with one another at no additional cost or expense to secure any necessary easements and rights-of-way required for the Water Service. In addition, District and Owner hereby agree that, as part of the Water Service, District is required to convert an eight-inch line to a 12-inch line from Havana west to the Shook Valve Station (located on the western boundary of the Shook Subdivision), all running along the northern boundary of the Shook Subdivision, and an irrigation line bore under Highway 7 (collectively, the "District Improvements"). District shall construct the District Improvements, the total cost of which are estimated to be $225,000.00. Owner shall, following completion of the District Improvements and within 30 days after receipt of all invoices and other reasonable evidence of the actual costs therefor, reimburse District for an initial 67.66% of the actual, out-of-pocket costs and expenses associated with the District Improvements.

(e) If and to the extent Owner constructs or installs line(s) and other facilities, Owner shall contract for installation of the line(s) and other facilities utilizing the plans and specifications provided in this Restated Agreement, as approved by District. Owner shall have the sole option of selecting the successful bidder for the project; provided, however, that District shall be entitled to inspect the construction of the project utilizing inspectors of its choice and the reasonable cost of such inspection

shall be paid by the Owner District shall be given the right and authority in the Owner's contracts to stop construction in the event it is proceeding in a manner reasonably unacceptable to the District. District agrees that any inspection of the construction and any fees related thereto shall be in compliance with the rules, regulations and standards of the District applied in a uniform and non-discriminatory manner.

(f) Owner shall comply with Colorado Department of Health, District and other applicable rules, regulations, engineering standards and specifications governing the installation contemplated by this Restated Agreement and the Water Service to be provided thereafter.

(g) District shall be entitled to obtain and/or retain all rights to the use of effluent and lawn irrigation return flows from the Property.

(h) Prior to the date hereof, Owner has conveyed to District by Special Warranty Deed free and clear of all liens and encumbrances a 30-foot easement for pipeline purposes to accommodate the Brantner Ditch headgate to Reservoirs pipeline. However, as of the date hereof and to accommodate the development of the Property and the operations of the District, District and Owner have agreed to relocate the 30-foot easement. Owner hereby agrees, at Owner's cost and subject to the District's rules and regulations applied in a uniform and non-discriminatory manner, to relocate and resize to 12" the raw water delivery line from the pump station on the New Brantner Ditch to Lima Street. As such, from and after the date hereof, District and Owner covenant and agree to execute such reasonable vacation, conveyance and easement documents as necessary to relocate the 30-foot easement along the property lines of the Property and otherwise in an area mutually and reasonably agreed upon in good faith. Notwithstanding anything contained herein to the contrary, in no event shall District be permitted to use the 30-foot easement discussed in the preceding sentence for the granting of an easement to or for any oil and gas company or operator in the vicinity of the Property, it being the intent of Owner and District that such 30-foot easement shall be personal to District.

(j) Notwithstanding anything contained in the District's rules, regulations and standards to the contrary, District hereby agrees that, for a period of five years from the Effective Date of this Restated Agreement, the tap fees for Water Service for each Lot shall be an amount equal to $28,000 per ¾" potable/irrigation water tap combination. From and after the date that is more than five years after the Effective Date, the tap fees per potable water tap and irrigation water tap shall be per the District rules and regulations. District hereby agrees that the tap fees set forth herein shall be payable upon the issuance of the building permit for the applicable Lot.

As consideration for the terms and conditions hereof. District has disclosed to Owner that the two current reservoirs known as Stouffer Reservoir No. 1 and Stouffer Reservoir No. 2 A/K/A Baseline Lakes (collectively, the "Reservoirs") owned by the District have increasingly become a burden to the District due to ongoing complaints by the residents residing in the areas adjacent to the Reservoirs. Although currently unsubstantiated, these include complaints that the

Reservoirs are causing (a) high groundwater tables that may or may not be causing leakage in the basements near the Reservoirs; (b) safety and liability issues in connection with the trespassing of children; and (c) fears surrounding the failure of the Reservoir infrastructure in the case of a major storm (collectively, the "Claims") As a solution to negating these Claims, albeit unsubstantiated, and without admitting any fault, liability or wrongdoing on the part of the District, District hereby requests that Owner use reasonable efforts, in connection with Owner's entitlement and development of the Property, to modify the current entitlements in and for the Reservoirs to allow for the District to develop the Reservoirs into approximately 26 single family residential lots (collectively, the "Reservoir Approvals"). The Reservoir Approvals shall include the removing, if possible, of the "open space" designation for the Reservoirs and obtaining a final plat for platted lots on the real property compromising the Reservoirs. Owner hereby agrees to facilitate and process the entitlement component of the Reservoir Approvals at Owner's cost The District agrees to cooperate in all respects with Owner's processing of the Reservoir Approvals, including cooperating on all open space dedications. Owner, by agreeing to facilitate and process the Reservoir Approvals, disclaims any liability for the failure to obtain the same, it being the intent of the parties that Owner's agreement hereunder is merely to accommodate and assist the District and use reasonable efforts to obtain the Reservoir Approvals. In no event shall Owner's failure to obtain the Reservoir Approvals be a default hereunder and/or alter or modify the remaining terms, covenants and conditions of this Restated Agreement, except if Owner unreasonably fails or unreasonably refuses to accommodate or assist the District and make reasonable efforts as required herein. Further, in no event shall Owner be required to agree upon any entitlements or approvals for Owner's Property that would be detrimental to the overall development of Owner's Property to secure the Reservoir Approvals. In connection with the Reservoir Approvals, Owner and District agree to cooperate in good faith as to such matters as exchanging property to accommodate lot lines, drainage, detention and open space matters. Notwithstanding the foregoing, if the Reservoir Approvals are not obtained and the Reservoirs remain in existence, the Will Serve Letter (as defined in Paragraph 7 hereof) shall contain a condition that any residence or building constructed within the Property that has a basement as part of such structure shall contain a commercially reasonable waiver of the Claims in the conveyance deed of such structure or in such other recorded document as is reasonably acceptable to the District and Owner.

3. **Ownership of Main Line and Other Facilities**. As defined in the District's Rules and Regulations, District shall own, maintain and operate all Local Facilities, Regional Facilities, Water Mains and related facilities installed by Owner and dedicated to the District. Owner shall own, maintain and operate all Water Service Lines and related facilities. It is the responsibility of the Owner to be familiar with the extent of each party's ownership and maintenance responsibilities as declared in the District's Rules and Regulations.

4. **Water Service Charges**. Owner or the successor owner of any Lot or Tract shall pay monthly service charges for the Water Service provided to the Property or such Lot or Tract at the rates currently in effect for the District. District charges are subject to adjustment from time to time in the discretion of the Board of Directors of the District and, as such adjustments are made, the same adjustment shall be made to the rate charged Owner or the successor owner of any Lot or Tract under this Restated Agreement. The District at the Owner's or successor owner's expense shall install water meter(s) in accordance with the District's Rules and Regulations to determine the amount of water delivered by the District to the Property or any Lot

or Tract. Unpaid fees and charges of the District shall constitute a perpetual lien against the Property or such Lot or Tract, as the case may be, until paid and shall be enforced as provided in § 32-1-1001(1)(j)(I), C.R.S.

5. **Governmental Approvals**. Owner shall file the appropriate application(s), with the full cooperation of District, as required by applicable governmental entities and shall be responsible for all costs and expenses, including engineering and legal fees which may be incurred in connection with securing application approval. In the event such approval shall not be granted, Owner shall have no further obligation to District, nor shall District have any further obligation to Owner.

6. **Conflict**. In the event of any conflict between the District rules, regulations and standards and the terms of the Agreement, as amended by this Restated Agreement, the terms of this Restated Agreement shall control in all instances.

7. **Will Serve**. Concurrently with the execution and delivery of this Restated Agreement, and thereafter from time to time at the request of Owner, District will execute and deliver to Owner an executed "Will Serve Letter" in substantially the form of Exhibit B attached hereto. Notwithstanding the form of Will Serve Letter attached hereto as Exhibit B, if the Reservoir Approvals are not obtained and the Reservoirs remain in existence, the Will Serve Letter shall contain a condition that any residence or building constructed within the Property that has a basement as part of such structure shall contain a commercially reasonable waiver of the Claims in the conveyance deed of such structure or in such other recorded document as is reasonably acceptable to the District and Owner.

8. **Term of Agreement**. This Restated Agreement shall continue in effect in perpetuity, unless terminated by mutual agreement of the parties.

9. **Binding**. This Restated Agreement and all benefits and burdens hereof, shall be binding upon and inure to the benefit of, the successors and assigns of the parties hereto. This Restated Agreement shall be recorded in the Official Records and shall run with the Property.

10. **Entire Agreement**. This Restated Agreement, including all Exhibits, constitutes the entire agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Restated Agreement are of no force and effect. This Restated Agreement may not be modified except by a writing executed by both the Owner and the District.

11. **Binding Agreement**. This Restated Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

12. **No Waiver**. No waiver or any of the provisions of this Restated Agreement shall be deemed to constitute a waiver of any other of the provisions of this Restated Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13. **Compliance with Law** Owner shall comply with all local municipal, state, federal and governmental laws, orders and regulations applicable to the subject matter of this Restated Agreement.

14. **Controlling Law** This Restated Agreement shall be governed by and construed in accordance with the law of the State of Colorado

15. **Notice** For purposes of this Restated Agreement, any notice shall be deemed to have been property gives and deposes in the U.S. Mail, postage pre-paid, certified, return receipt required and addressed as follows:

To District

Todd Creek Village Metropolitan District
10450 E. 159th Ct
Brighton, Co 80602

To Owner:

Baseline Lakes Holdings, LLC
c/o Carlson Associates
12460 1st Street
Eastlake, Colorado 80614
Attn: Clay Carlson

16. **Severability**. In the event that any one or more of the provisions of this Restated Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Restated Agreement shall be unimpaired, and shall remain in full force and effect and be binding upon the parties hereto.

17. **Headings**. The paragraph headings that appear in this Restated Agreement are for purposes of convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the District and Owner have executed this Restated Agreement as of the date first set forth above.

DISTRICT:

TODD CREEK VILLAGE METROPOLITAN DISTRICT, a metropolitan district formed pursuant to Title 32, C.R.S.

By: _____
Name: Don Summers
Its: Secretary

STATE OF COLORADO)
)ss.
COUNTY OF Adams)

Acknowledged before me this 6th day of October, 2017, by Don Summers as Secretary of TODD CREEK VILLAGE METROPOLITAN DISTRICT, a metropolitan district formed pursuant to Title 32, C.R.S.

Notary Public _____

My commission expires 04/21/2017

JIMMY L. OGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084012659
MY COMMISSION EXPIRES APRIL 21, 2021

[*Signatures follow on the next page*]

OWNER:

BASELINE LAKES HOLDINGS, LLC, a Colorado limited liability company

By: Jenny L. Moore
Name Jenny L. Moore
Its: Manager

STATE OF COLORADO)
)ss
COUNTY OF Adams)

Acknowledged before me this 6th day of October, 2017, by Jenny Lee Moore as Manager of BASELINE LAKES HOLDINGS, LLC, a Colorado limited liability company.

Notary Public Jimmy Oge

JIMMY L. OGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094012658
MY COMMISSION EXPIRES APRIL 21, 2021

My commission expires 04/21/2021

[*Signatures follow on the next page*]

EXHIBIT A

PROPERTY

[NOTE: TO BE CONFIRMED]

Parcel 1:

(Baseline Lakes Filing No. 2)

A parcel of land located in the North Half of Section 2, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado and being more particularly described as follows:

Commencing at the North Quarter corner of said Section 2, thence S04°44'25"E 70.19 feet; to the True Point of Beginning;
Thence N89°31'29"E, 2007.46 feet;
Thence S51°05'34"E, 103.75 feet;
Thence S14°37'55"E, 123.14 feet;
Thence S09°37'50"E, 136.52 feet;
Thence S00°29'02"W, 181.53 feet;
Thence S81°06'14"W, 274.30 feet;
Thence along a non tangent curve to the left whose chord bears N19°04'36"W, 116.66 feet having a radius of 330.00 feet, a central angle of 20°21'41", an arc distance of 117.27 feet;
Thence S60°44'33"W, 60.00 feet;
Thence S89°31'29"W, 213.18 feet;
Thence S01°26'05"E, 408.72 feet;
Thence S26°45'09"E, 436.61 feet;
Thence N88°27'02"E, 75.26 feet;
Thence S38°39'07"W, 289.75 feet
Thence S51°20'53"E, 110.56 feet;
Thence S43°28'12"W, 310.21 feet;
Thence N46°31'48"W, 217.72 feet;
Thence S43°28'12"W, 19.41 feet;
Thence N46°31'48"W, 373.32 feet;
Thence S59°01'35"W, 125.55 feet;
Thence N46°31'48"W, 38.61 feet;
Thence S43°28'12"W, 278.60 feet;
Thence S11°46'07"E, 49.32 feet;
Thence S08°41'57"W, 104.23 feet;
Thence S63°08'15"W, 96.61 feet;
Thence S77°55'13"W, 71.90 feet;
Thence N65°06'44"W, 92.65 feet;
Thence N30°11'58"W,141.65 feet;
Thence S88°42'24"W, 335.09 feet;
Thence N00°28'31"W, 388.15 feet;

Thence N89°31'29"E, 20.97 feet;
Thence N00°28'31"W, 329.32 feet;
Thence N89°31'29"E, 69.58 feet;
Thence N00°28'31"W, 369.54 feet;
Thence S89°31'29"W, 196.09 feet, to a point of curvature;
Thence along a curve to the right whose chord bears N45°23'16"W, 25.49 feet having a radius of 18.00 feet, a central angle of 90°10'31", an arc distance of 28.33 feet;
Thence N00°18'00"W, 545.70 feet, to a point curvature;
Thence along a curve to the right whose chord bears N44°36'44"E, 25.42 feet having a radius of 18.00 feet, a central angle of 89°49'29", an arc distance of 28.22 feet, to the Point of Beginning;

EXCEPTING THEREFROM those portions lying within E. 167th Avenue and E. 166th Avenue, and Parcels T, U, V, W, X, Y and Z all as dedicated and conveyed to the County of Adams by the Plat of Baseline Lakes Subdivision - Filing No. 1 recorded October 18, 2006 under Reception No. 2006000991342;

AND EXCEPTING those portions lying within Lot 1, Block 8, and Tract "H", Baseline Lakes Subdivision - Filing No. 1, as conveyed in Deed recorded August 27, 2012 under Reception No. 2012000063148.

Basis of Bearing

Bearings are based on the Westerly line of the Northeast Quarter of Section 2, Township 1 South, Range 67 West of the 6th Principal Meridian, bearing South 00°18'00" and being monumented at the Center 1/4 corner Section 2 by a set 3-1/4 inch aluminum cap, LS #28283 and at the North Quarter corner Section 2, by a found 2-1/2 inch aluminum cap in Range box, LS #13482.

Prepared by: Thomas R. Repp
Reviewed by: Richard A. Nobbe P.L.S.
For and on behalf of
Martin/Martin
12499 West Colfax Avenue
Lakewood, Colorado 80215
Job #16670.C.18

Parcel 2:

(Baseline Lakes Filing No. 3)

A parcel of land located in the North Half of Section 2, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado and being more particularly described as follows:

Commencing at the North Quarter corner of said Section 2, Thence S00°18'00"E along the Easterly line of the Northwest Quarter of said Section 2, 1740.35 feet; to the True Point of Beginning;
Thence N88°42'24"E, 449.52 feet;
Thence S30°11'58"E, 141.65 feet;
Thence S65°06'44"E, 92.65 feet;
Thence N77°55'13"E, 71.90 feet;
Thence N63°08'15"E, 96.61 feet;
Thence N08°41'57"E, 104.23 feet;
Thence N11°46'07"W, 49.32 feet;
Thence N43°28'12"E, 278.60 feet;
Thence S46°31'48"E, 38.61 feet;
Thence N59°01'35"E, 125.55 feet;
Thence S46°31'48"E, 373.32 feet;
Thence N43°28'12"E, 19.41 feet;
Thence S46°31'48"E, 217.72 feet;
Thence N43°28'12"E, 310.21 feet;
Thence N51°20'53"W, 110.56 feet;
Thence N38°39'07"E, 289.75 feet;
Thence S88°27'02"W, 75.26 feet;
Thence N26°45'09"W, 436.61 feet;
Thence N01°26'05"W, 408.72 feet;
Thence N89°31'29"E, 213.18 feet;
Thence N60°44'33"E, 60.00 feet;
Thence along a non-tangent curve to the right whose chord bears S19°04'36"E, 116.66 feet having a radius of 330.00 feet, a central angle of 20°21'41", An arc distance of 117.27 feet;
Thence N81°06'14"E, 274.30 feet;
Thence S00°29'02"W, 357.51 feet;
Thence S34°19'47"E, 318.71 feet;
Thence S09°10'59"E, 42.43 feet;
Thence S12°28'43"E, 35.75 feet;
Thence S46°30'02"E, 61.22 feet, to a point of a curvature;
Thence along a curve to the left whose chord bears S58°10'08"E, 24.27 feet having a radius of 60.00 feet, a central angle of 23°20'11", an arc distance of 24.44 feet;
Thence S69°50'13"E, 276.62 feet to a point on the Easterly line of the Northeast Quarter of said Section 2;
Thence along said Easterly line S00°13'18"W, 862.85 feet to the Southeast corner of the Northeast Quarter of said Section 2;
Thence along the Southerly line of the Northeast Quarter of said Section 2, S88°26'56"W, 2647.64 feet to the Center One-Quarter corner of said Section 2; Thence along the Southerly line of the Northwest Quarter of said Section 2, S88°27'02"E 448.93 feet;
Thence along a non-tangent curve to the left whose chord bears N35°26'30"E 745.70 feet having a radius of 680.00 feet, a central angle of 66°30'07", an arc distance of 789.26 feet; thence N88°42'24"E, 13.15 feet to the Point of Beginning;

EXCEPTING THEREFROM Tract L as conveyed to Todd Creek Village Metropolitan District by the deed recorded August 20, 2012 under Reception No. 2012000061451.

Basis of Bearing

Bearings are based on the Westerly line of the Northeast Quarter of Section 2, Township 1 South, Range 67 West of the 6th Principal Meridian, Bearing S00°18'00"E and being monumented at the Center 1/4 corner Section 2, by a set 3-1/4 inch aluminum cap, LS # 28283 and at the North Quarter corner Section 2, by a found 2-1/2 inch aluminum cap in range box, LS #13482.

Prepared by: Thomas R. Repp
Reviewed by: Richard A. Nobbe P.L.S
For and on behalf of Martin/Martin
12499 West Colfax Avenue
Lakewood, Colorado 80215
Job# 16670.C.18

Parcel 3:

(Baseline Lakes Filing No. 4a)

A parcel of land located in the Northwest Quarter of Section 2, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado and being more particularly described as follows:

Commencing at the West Quarter corner of said Section 2;
Thence N88°27'02"E, along the Southerly line of the Northwest Quarter of said Section 2,408.78 feet;
Thence along a non-tangent curve to the right whose chord bears N78°16'06"E, 226.27 feet having a radius of 640.00 feet, a central angle of 20°21'51", an arc distance of 227.47 to a point of tangency;
Thence N88°27'02"E, 87.99 feet to the True Point of Beginning;
Thence N03°51'44"E, 690.48 feet;
Thence N00°05'55"W, 41.40 feet;
Thence N26°26'19"W, 176.85 feet;
Thence N51°09'48"E, 386.88 feet;
Thence N38°50'12"W, 9.41 feet;
Thence N51°09'48"E, 312.36 feet;
Thence S38°50'12"E, 327.08 feet;
Thence N51°09'48"E, 141.36 feet;
Thence S41°41'59"E, 260.39 feet;
Thence S38°50'12"E, 159.70 feet;
Thence N45°08'56"E, 151.38 feet;
Thence S74°51'04"E, 126.79 feet;
Thence S44°51'04"E, 83.11 feet;

Thence S12°55'02"E, 56 86 feet;
Thence S74°48'54"E, 455 49 feet;
Thence S00°18'00"E, 52 82 feet, to a point of curvature;
Thence along a curve to the right whose chord bears S44°04'31"W, 839.23 feet having a radius of 599.95 feet, a central angle of 88°45'34", an arc distance of 929.41 feet;
Thence S88°27'02"W, 1252.65 feet to the Point of Beginning;

EXCEPTING THEREFROM Lots 7 and 8, Block 5, Baseline Lakes Subdivision - Filing No. 1

Basis of Bearing

Bearings are based on the Easterly line of the Northeast Quarter of Section 3, Township 1 South, Range 67 West of the 6th Principal Meridian, bearing N00°43'31"W and being monumented at the East 1/4 corner Section 3, by a found 3-1/4 inch aluminum cap, LS # 18475 and at the Northeast corner Section 3, by a found 2-1/2 inch aluminum cap in range box, LS # 3482

Prepared by: Thomas R. Repp
Reviewed by: Richard A. Nobbe P.L.S
For and on behalf of
Martin/Martin
12499 West Colfax Avenue
Job # 16670.C.18

Parcel 4:

(Baseline Lakes Filing No. 4b)

A parcel of land located in the Northeast Quarter of Section 3, the Southeast Quarter of Section 3 and the Northwest Quarter of Section 2, Township 1 South, Range 67 west of the 6th Principal Meridian, County of Adams, State of Colorado and being more particularly described as follows:

Commencing at the East Quarter corner of said Section 3, said point being the True Point of Beginning;
Thence along the Easterly line of Section 3, S00°43'31"E, 1573.25 feet;
Thence N80°45'34"W, 443.14 feet;
Thence S72°52'20"W, 34.34 feet;
Thence N68°48'28"W, 207.94 feet;
Thence N00°40'28"W, 2163.61 feet;
Thence S71°25'12"E, 162.85 feet;
Thence S43°03'17"E, 584.32 feet;
Thence N69°04'49"E, 248.73 feet;
Thence S67°09'06"E, 568,91 feet;
Thence S01°32'58"E, 58.26 feet;
Thence S88°27'02"W, 11.63 feet, to a point of curvature;

Thence along a curve to the left whose chord bears S78°16'06"W, 226.27 feet having a radius of 640.00 feet, a central angle of 20°21'51", an arc distance of 227.47 feet; To a point on the Southerly line of the Northwest Quarter of Section 2;
Thence S88°27'02"W along said Southerly line, 408.78 feet to the Point of Beginning.

Basis of Bearing

Bearings are based on the Easterly line of the Northeast Quarter of Section 3, Township 1 South, Range 67 West of the 6th Principal Meridian, bearing N00°43'31"W, and being monumented at the East 1/4 corner Section 3, by a found 3-1/4 inch aluminum cap, LS # 18475 and at the Northeast corner Section 3, by a found 2-1/2 inch aluminum cap in range box, LS # 3482.

Prepared by: Thomas R. Repp
Reviewed by: Richard A. Nobbe P.L.S.
For and on behalf of
Martin/Martin
12499 West Colfax Avenue
Lakewood, Colorado 80215
Job# 16670.C.18

NOTE: SEE MAP ATTACHED:

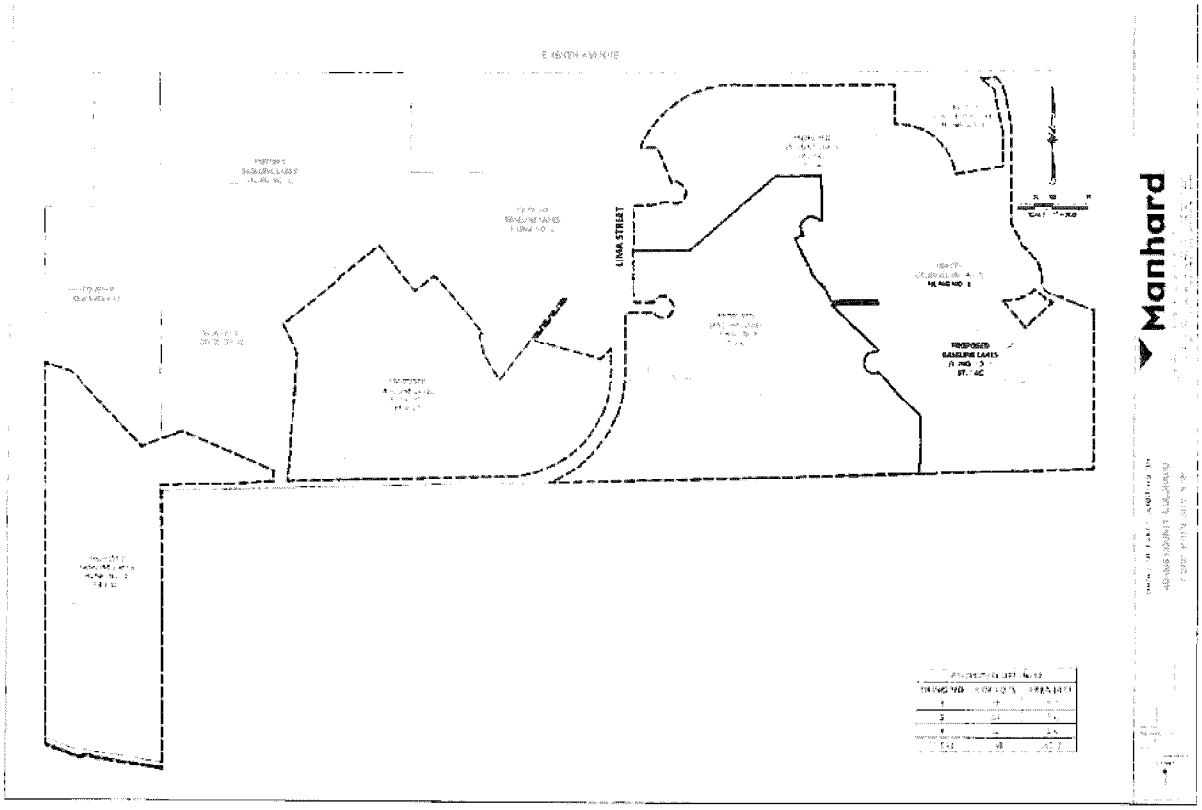
Manhard

EXHIBIT B

FORM OF WILL SERVE LETTER

TODD CREEK VILLAGE METROPOLITAN DISTRICT

10450 E 159th Ct. Brighton, CO 80602
Tel: (303) 637-0344 www.toddcreekvillage.org Fax: (303) 637-0423

_____, 2017 via: email only

Adams County Planning Department
4430 South Adams County Parkway
Brighton, CO 80601

Re: Baseline Lakes Subdivision-All Filings

To Whom it May Concern:

Todd Creek Village Metropolitan District (TCVMD) is in receipt of Adams County's request for comments for the above referenced case.

As you are aware, TCVMD is the water provider for the Baseline Lakes Subdivision (all filings) and has entered into the Amended and Restated Agreement for Water Service (the "Agreement") with Baseline Lakes Holdings, LLC dated October 6, 2017. The Agreement specifies how water services will be provided for the Baseline Lakes Subdivision.

Please be advised that TCVMD is in support of the proposed application and has adequate water resources to serve the total number of lots created in this application.

Please advise should you have any questions.

Todd Creek Village Metropolitan District

By: _____
Its: _____

Xcel Energy℠
PUBLIC SERVICE COMPANY

WILL SERVE LETTER

August 16, 2018

Carlson Associates
PO Box 247
Eastlake, CO 80614

Re: Baseline Lakes Subdivisions Filings 2,3,4 & 5

Dear Carlson Associates,

This letter is to confirm that Xcel Energy is your utility provider for natural gas. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas facilities can be made available to serve the project at Baseline Lakes Subdivisions Filings 2,3,4 & 5.

Your utility service(s) will be provided after the following steps are completed:

- ***Application submitted to Public Service's "Builders Call Line (BCL)"*** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- ***Utility design is completed*** – you must provide your design representative with the site plan, the one line diagrams, and panel schedules for electric and gas loads if applicable
- ***All documents provided by design representative are signed and returned***
- ***Payment is received***
- ***Required easements are granted*** - you must sign and return applicable easement documents to your Right-of-Way agent
- ***Site is ready for utility construction***

A scheduled in-service date will be provided once these requirements have been met.

It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for these requirements can be found at Site Requirements. Easement requirements can be found at Utility Design and Layout.

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

Nathan Tippimanchai

Reliable Power Consultants Inc

10190 Bannock Street, Suite 212

Northglenn, CO 80260

Your Touchstone Energy® Cooperative

August 15, 2018

Mr. David Nighswonger, PE
Regional Operations Manager
Ware Malcomb
990 S. Broadway
Denver, CO 80209

Dear Mr. Nighswonger:

United Power is the provider of electric service in the area of the proposed Baseline Lakes Subdivision Filings 2, 3, 4 &5 located in part of the North ½ of Section 2, and part of the East ½ of the East ½ of Section 3, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado. There is electrical distribution in the area that may or may not need to be upgraded, depending on the requirements of the site, in order to provide capacity and safe reliable power to the area.

Service will be provided according to the rules, regulations, and policies in effect by United Power at the time service is requested.

We look forward to this opportunity to provide electric service. If you have any questions, please give me a call at 303-637-1336.

Sincerely,

Monica Nuccio
Project Manager – Subdivisions

MLN:sjf

LEGAL DESCRIPTION PARCEL A

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 2 AND PART OF THE EAST HALF OF SECTION 3, TOGETHER WITH TRACT J,, BASELINE LAKES SUBDIVISION - FILING NO. 1 RECORDED AT RECEPTION NO. 2006000991342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE NORTHWEST QUARTER OF SECTION 2, AND THE EAST HALF OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 2 AND CONSIDERING THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 88°27'02" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00°43'12" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION TWO A DISTANCE OF 1,573.22 FEET;

THENCE NORTH 80°45'34" WEST A DISTANCE OF 443.01 FEET;

THENCE SOUTH 72°52'20" WEST A DISTANCE OF 34.34 FEET;

THENCE NORTH 68°48'28" WEST A DISTANCE OF 207.94 FEET;

THENCE NORTH 00°40'36" WEST A DISTANCE OF 2,163.64 FEET TO THE SOUTHWEST CORNER OF TRACT I SAID BASELINE LAKES SUBDIVISION FILING NO. 1;

THENCE ALONG THE BOUNDARY OF SAID TRACT I THE FOLLOWING FIVE (5) COURSES:

1) SOUTH 71°25'12" EAST A DISTANCE OF 162.93 FEET;

2) SOUTH 43°03'17" EAST A DISTANCE OF 584.32 FEET;

3) NORTH 69°04'49" EAST A DISTANCE OF 248.73 FEET;

4) SOUTH 67°09'06" EAST A DISTANCE OF 568.91 FEET;

5) SOUTH 01°32'58" EAST A DISTANCE OF 58.26 FEET TO THE NORTHERLY RIGHT-OF-WAY OF E. 164TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1) SOUTH 88°27'02" WEST A DISTANCE OF 11.63 FEET TO A POINT OF CURVATURE;

2) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20°22'30", A RADIUS OF 640.00 FEET, AN ARC LENGTH OF 227.59 FEET AND A CHORD THAT BEARS SOUTH 78°16'26" WEST A DISTANCE OF 226.39 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION TWO;

THENCE SOUTH 88°27'02" WEST ALONG SAID SOUTH LINE A DISTANCE OF 408.66 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 1,467,856 SQUARE FEET, OR 33.697 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PARCEL B

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 2 TOGETHER WITH TRACTS I, J AND S, BASELINE LAKES SUBDIVISION - FILING NO. 1 RECORDED AT RECEPTION NO. 2006000991342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 2 AND CONSIDERING THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 88°27'02" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 88°10'35" WEST A DISTANCE OF 679.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF E. 164TH AVENUE AND THE **POINT OF BEGINNING**;

THENCE SOUTH 88°27'02" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 1,252.64 FEET TO THE SOUTHEAST CORNER OF TRACT I, BASELINE LAKES SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 200600091342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID TRACT I THE FOLLOWING THREE (3) COURSES:

1) NORTH 03°51'44" EAST A DISTANCE OF 690.57 FEET;

2) NORTH 00°05'55" WEST A DISTANCE OF 41.40 FEET;

3) NORTH 26°26'19" WEST A DISTANCE OF 176.85 FEET TO A POINT ON THE BOUNDARY OF SAID BASELINE LAKES SUBDIVISION - FILING NO. 1;

THENCE ALONG SAID BOUNDARY OF BASELINE LAKES SUBDIVISION FILING NO. 1 THE FOLLOWING SIXTEEN (16) COURSES;

1) NORTH 51°09'48" EAST A DISTANCE OF 386.88 FEET;

2) NORTH 38°50'12" WEST A DISTANCE OF 9.41 FEET;

3) NORTH 51°09'48" EAST A DISTANCE OF 312.36 FEET;

4) SOUTH 38°50'12" EAST A DISTANCE OF 327.08 FEET;

5) NORTH 51°09'48" EAST A DISTANCE OF 141.36 FEET;

6) SOUTH 41°41'59" EAST A DISTANCE OF 145.71 FEET;

7) SOUTH 41°24'06" EAST A DISTANCE OF 124.87 FEET;

8) SOUTH 38°53'25" EAST A DISTANCE OF 149.49 FEET;

9) SOUTH 45°08'56" WEST A DISTANCE OF 21.88 FEET;

10) SOUTH 14°51'04" EAST A DISTANCE OF 109.72 FEET;

11) SOUTH 32°22'12" EAST A DISTANCE OF 169.84 FEET;

12) NORTH 37°32'04" EAST A DISTANCE OF 586.67 FEET TO A POINT OF CURVATURE;

13) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°40'05", A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 20.02 FEET AND A CHORD THAT BEARS SOUTH 55°04'10" EAST A DISTANCE OF 20.02 FEET;

14) SOUTH 37°32'04" WEST A DISTANCE OF 289.45 FEET;

15) SOUTH 74°48'54" EAST A DISTANCE OF 396.55 FEET;

16) NORTH 41°41'19" EAST A DISTANCE OF 84.91 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF LIMA STREET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES;

1) SOUTH 00°18'00" EAST A DISTANCE OF 131.67 FEET TO A POINT OF CURVATURE;

2) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 88°45'04", A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 929.40 FEET AND A CHORD THAT BEARS SOUTH 44°04'31" WEST A DISTANCE OF 839.23 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 1,627,679 SQUARE FEET, OR 37.366 ACRES, MORE OR LESS.

Account	As of Date	Parcel Number	Owner
R0180826	10/02/2020	0157102200005	CARLSON TAYLOR R UND 24.25% INT AND

Legal: SEC,TWN,RNG, 2-1-67 DESC: FILING 4A PARC OF LAND IN THE NW4 SEC 2 DESC AS FOLS BEG AT THE W4 COR OF SD SEC 2 TH N 88D 27M 02S E TH ALG A NON TANG CURV TO THE RT WHOSE CHD BRS N 78D 16M 06S E 226/27 FT HAV A RAD OF 640 FT A CENT ANG OF 20D 21M 51S AN ARC DIST OF 227/47 FT TO A PT OF TANG TH N 88D 27M 02S E 87/99 FT TO THE TRUE POB TH N 03D 51M 44S E 690/48 FT TH N 00D 05M 55S W 41/40 FT TH N 26D 26M 19S W 176/85 FT TH N 51D 09M 48S E 386/88 FT TH N 38D 50M 12S W 9/41 FT TH N 51D 09M 48S E 312/36 FT TH S 38D 50M 12S E 327/08 FT TH N 51D 09M 48S E 141/36 FT TH S 41D 41M 59S E 260/39 FT TH S 38D 50M 12S E 159/70 FT TH N 45D 08M 56S E 151/38 FT TH S 74D 51M 04S E 126/79 FT TH S 44D 51M 04S E 83/11 FT TH S 12D 55M 02S E 56/86 FT TH S 74D 48M 54S E 455/49 FT TH S 00D 18M 00S E 52/82 FT TO A PT OF CURVATURE TH ALG A CURV TO THE RT WHOSE CHD BRS S 44D 04M 31S W 839/23 FT HAV A RAD OF 599/95 FT A CENT ANG OF 88D 45M 34S AN ARC DIST OF 929/41 FT TH S 88D 27M 02S W 1252/65 FT TO THE POB EXC PT PLATTED 37/1873A

Situs Address: 0 000000000

Year	Tax	Total Due
Total	$0.00	$0.00

Account	As of Date	Parcel Number	Owner
R0180828	10/02/2020	0157103400002	CARLSON TAYLOR R UND 24.25% INT AND

Legal: SECT,TWN,RNG 2-1-67 DESC: FILING 4B PARC OF LAND IN THE NE4 OF SEC 3 DESC AS FOLS BEG AT THE E4 COR OF SD SEC 3 SD PT BEING THE TRUE POB TH ALG THE ELY LN OF SEC 3 S 00D 43M 31S E 1573/25 FT TH N 80D 45M 34S W 443/14 FT TH S 72D 52M 20S W 443/14 FT TH S 72D 52M 20S W 34/34 FT TH N 68D 48M 28S W 207/94 FT TH N 00D 40M 28S W 2163/61 FT TH S 71D 25M 12S E 162/85 FT TH S 43D 03M 17S E 584/32 FT TH N 69D 04M 49S E 248/73 FT TH S 67D 09M 06S E 568/91 FT TH S 01D 32M 58S E 58/26 FT TH S 88D 27M 02S W 11/63 FT TO A PT OF CURVATURE TH ALG A CURV TO THE LEFT WHOSE CHD BRS S 78D 16M 06S W 226/27 FT HAV A RAD OF 640 FT A CENT ANG OF 20D 21M 51S AN ANC DIST OF 227/47 FT TH S 88D 27M 02S W 408/78 FT TO THE POB EXC PT PLATTED 33/759A

Situs Address: 0 000000000

Year	Tax	Total Due
Total	$0.00	$0.00

ACCOUNT # R0180826
PARCEL # 0157102200005
TAX DISTRICT: 012

PROPERTY TAX NOTICE
2019 TAXES DUE IN 2020

LISA L. CULPEPPER, JD
ADAMS COUNTY TREASURER
4430 S. ADAMS COUNTY PARKWAY, SUITE C2436
BRIGHTON, COLORADO 80601 (720) 523-6160

TAX AUTHORITY	TAX LEVY	TEMP TAX CREDIT	GENERAL TAX
RANGEVIEW LIBRARY DISTRICT	3.67700	0.00000	$317.21
FIRE DISTRICT 6	11.79500	0.00000	$1,017.55
ADAMS COUNTY	26.91700	0.00000	$2,322.14
RTD	0.00000	0.00000	$0.00
SD 27	48.81000	0.00000	$4,210.83
URBAN DRAINAGE SOUTH PLATTE	0.09700	0.00300	$8.37
URBAN DRAINAGE & FLOOD CONTROL	0.90000	0.00000	$77.64
EAGLE SHADOW METRO DIST NO 1	20.00000	0.00000	$1,725.40
TODD CREEK VILLAGE PARK & REC DIS	10.00000	0.00000	$862.70
EAGLE SHADOW METRO SUBDISTRICT 1	40.00000	0.00000	$3,450.80

THIS IS THE ONLY TAX BILL THAT YOU WILL RECEIVE!

TOTAL NET LEVY--> 162.1960000 $13,992.64

LATE FILING FEE	$0.00
SPECIAL ASSESSMENT	$0.00
SENIOR HOMESTEAD EXEMP	$0.00
GRAND TOTAL	$13,992.64

SB 25 - In absence of State Legislative Funding, your school mill levy would have been: 121.5990000

VALUATION	ACTUAL	ASSESSED
LAND	$297,498	$86,270.00
BUILDINGS/IMPROVE	$0	$0.00
PERSONAL	$0	$0.00
TOTAL	$297,498	$86,270.00
SR EXEMPTION	$0	$0.00
NET TOTAL	$297,498	$86,270.00

MESSAGES

LEGAL DESCRIPTION OF PROPERTY

SEC,TWN,RNG, 2-1-67 DESC: FILING 4A PARC OF LAND IN THE NW4 SEC 2 DESC AS FOLS BEG AT THE W4 COR OF SD SEC 2 TH N 88D 27M 02S E TH ALG A NON TANG CURV TO THE RT WHOSE CHD BRS N 78D 16M 06S E 226/27 FT HAV A RAD OF 640 FT A CENT ANG OF 20D 21M 51S AN ARC DIST OF 227/47 FT TO A PT OF TANG
Additional Legal Desc. On File With Assessor

SITUS ADDRESS: 0 000000000

Unpaid prior year taxes:
No

PAYMENT	DUE DATE	AMOUNT
FIRST HALF	FEB 28, 2020	$6,996.32
SECOND HALF	JUNE 15, 2020	$6,996.32
FULL PAYMENT	ARP 30, 2020	$13,992.64

PAYMENT OPTIONS FOR CURRENT YEAR TAXES

CARLSON TAYLOR R UND 24.25% INT AND
THORNTON CORY J UN 24.25 INT ET ALS
PO BOX 247
EASTLAKE, CO 80614-0247

ADAMS COUNTY
COLORADO

Make Checks Payable To: **Adams County Treasurer**

POST DATED CHECKS ARE NOT ACCEPTED

If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold."

IF YOUR TAXES ARE PAID BY A MORTGAGE COMPANY, KEEP THIS NOTICE FOR YOUR RECORDS.

Please see reverse side of this form for additional information.

RETAIN TOP PORTION FOR YOUR RECORDS

2019 TAXES DUE IN 2020

Unpaid prior year taxes:
No

☐ **Check this box for mailing address correction. Make changes on reverse side.**

RETURN THIS COUPON FOR SECOND HALF PAYMENTS (DUE BY JUNE 15TH)

2nd Half Coupon **2**

PAY TAXES ONLINE AT: WWW.ADCOTAX.COM

Return this coupon with payment to:
ADAMS COUNTY TREASURER
P.O. BOX 869
BRIGHTON, COLORADO 80601-0869

ACCOUNT NUMBER
R0180826

PROPERTY OWNER OF RECORD
R0180826
CARLSON TAYLOR R UND 24.25% INT AND
THORNTON CORY J UN 24.25 INT ET ALS
PO BOX 247
EASTLAKE, CO 80614-0247

SECOND HALF DUE BY JUNE 15, 2020 [ ] $6,996.32

PAYMENTS MUST BE IN U.S. FUNDS

2019 TAXES DUE IN 2020

Unpaid prior year taxes:

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, Ryan Carlson
(the "Applicant") by signing below, hereby declare and certify as follows:

With respect to the property located at:
Physical Address: 168th Avenue and Lima Street
Legal Description: See attached for Legal Description

Parcel #(s): 0157103400002, 0157102200005

(PLEASE CHECK ONE):

X On the 24th day of September, 2020, which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;

or

____ I/We have searched the records of the Adams County Tax Assessor and the Adams County Clerk and Recorder for the above identified parcel and have found that no mineral estate owner is identified therein.

Date: 09-21-2020

Applicant:

By: Ware Malcomb
Print Name: Tom Jansen, PE - Ware Malcomb
Address: 900 S. Broadway Ste. 230
Denver, CO 80209

STATE OF COLORADO)
)
COUNTY OF ADAMS)

Subscribed and sworn to before me this 24th day of September, 2020, by Ryan L Carlson.

Witness my hand and official seal.

My Commission expires: 02/09/2024.

Notary Public

JENNY L MOORE
Notary Public
State of Colorado
Notary ID # 20004003852
My Commission Expires 02-09-2024

After Recording Return To:

Name and Address of Person Preparing Legal Description:

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department with all applicable land use applications.

APPLICANT'S CERTIFICATION CONCERNING QUALIFYING SURFACE DEVELOPMENT, PURSUANT TO C.R.S. §24-65.5-103.3 (1)(b)

I/We, Ryan Carlson _____, (the "Applicant") by signing below, hereby declare and certify as follows:

Concerning the property located at:

Physical Address: 168th Avenue and Lima Street

Legal Description: See attached for Legal Description

Parcel #(s): 0157103400002, 0157102200005

With respect to qualifying surface developments, that (PLEASE CHECK ONE):

_____ No mineral estate owner has entered an appearance or filed an objection to the proposed application for development within thirty days after the initial public hearing on the application; or

_____ The Applicant and any mineral estate owners who have filed an objection to the proposed application for development or have otherwise filed an entry of appearance in the initial public hearing regarding such application no later than thirty days following the initial public hearing on the application have executed a surface use agreement related to the property included in the application for development, the provisions of which have been incorporated into the application for development or are evidenced by a memorandum or otherwise recorded in the records of the clerk and recorder of the county in which the property is located so as to provide notice to transferees of the Applicant, who shall be bound by such surface use agreements; or

✓ The application for development provides:

(i) Access to mineral operations, surface facilities, flowlines, and pipelines in support of such operations existing when the final public hearing on the application for development is held by means of public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide access easements;

(ii) An oil and gas operations area and existing well site locations in accordance with section 24-65.5-103.5 of the Colorado Revised Statutes; and

(iii) That the deposit for incremental drilling costs described in section 24-65.5-103.7 of the Colorado Revised Statutes has been made.

Date: 09-21-2020 Applicant: _____

After Recording Return To:

By: Ware Malcomb

Print Name: Tom Jansen, PE - Ware Malcomb

Address: 900 S. Broadway Ste 320

Denver, CO 80209

STATE OF COLORADO)
)
COUNTY OF ADAMS)

Subscribed and sworn to before me this 24th day of September, 2020, by Ryan L Carlson.

Witness my hand and official seal.

My Commission expires: 08/09/2024 Jenny L. Moore
Notary Public

JENNY L MOORE
Notary Public
State of Colorado
Notary ID # 20004003852
My Commission Expires 02-09-2024

Name and Address of Person Preparing Legal Description:

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department within thirty days after the initial public hearing on all applicable land use applications.

Notice of Development Application

September 23, 2020

Avi Mehler, CPL
K.P. Kauffman Company, Inc.
1675 Broadway, Suite 2800
Denver, CO 80202

Mr. Mehler,

This letter is to inform you that development applications have been submitted to the Adams County Planning department for the "Baseline Lakes" property located at 164th Ave. and Havana St. Please see the attached legal descriptions. The proposal is for the development of additional single-family lots. Please feel free to call me with any questions or concerns.

Sincerely,

Ryan Carlson,
Carlson Associates
303-898-0603
ryan@carlsonland.net

LEGAL DESCRIPTION PARCEL A

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 2 AND PART OF THE EAST HALF OF SECTION 3, TOGETHER WITH TRACT J,, BASELINE LAKES SUBDIVISION - FILING NO. 1 RECORDED AT RECEPTION NO. 2006000991342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE NORTHWEST QUARTER OF SECTION 2, AND THE EAST HALF OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 2 AND CONSIDERING THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 88°27'02" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00°43'12" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION TWO A DISTANCE OF 1,573.22 FEET;

THENCE NORTH 80°45'34" WEST A DISTANCE OF 443.01 FEET;

THENCE SOUTH 72°52'20" WEST A DISTANCE OF 34.34 FEET;

THENCE NORTH 68°48'28" WEST A DISTANCE OF 207.94 FEET;

THENCE NORTH 00°40'36" WEST A DISTANCE OF 2,163.64 FEET TO THE SOUTHWEST CORNER OF TRACT I SAID BASELINE LAKES SUBDIVISION FILING NO. 1;

THENCE ALONG THE BOUNDARY OF SAID TRACT I THE FOLLOWING FIVE (5) COURSES:

1) SOUTH 71°25'12" EAST A DISTANCE OF 162.93 FEET;

2) SOUTH 43°03'17" EAST A DISTANCE OF 584.32 FEET;

3) NORTH 69°04'49" EAST A DISTANCE OF 248.73 FEET;

4) SOUTH 67°09'06" EAST A DISTANCE OF 568.91 FEET;

5) SOUTH 01°32'58" EAST A DISTANCE OF 58.26 FEET TO THE NORTHERLY RIGHT-OF-WAY OF E. 164TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1) SOUTH 88°27'02" WEST A DISTANCE OF 11.63 FEET TO A POINT OF CURVATURE;

2) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20°22'30", A RADIUS OF 640.00 FEET, AN ARC LENGTH OF 227.59 FEET AND A CHORD THAT BEARS SOUTH 78°16'26" WEST A DISTANCE OF 226.39 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION TWO;

THENCE SOUTH 88°27'02" WEST ALONG SAID SOUTH LINE A DISTANCE OF 408.66 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 1,467,856 SQUARE FEET, OR 33.697 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PARCEL B

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 2 TOGETHER WITH TRACTS I, J AND S, BASELINE LAKES SUBDIVISION - FILING NO. 1 RECORDED AT RECEPTION NO. 2006000991342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 2 AND CONSIDERING THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 2 TO BEAR NORTH 88°27'02" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 88°10'35" WEST A DISTANCE OF 679.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF E. 164TH AVENUE AND THE **POINT OF BEGINNING**;

THENCE SOUTH 88°27'02" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 1,252.64 FEET TO THE SOUTHEAST CORNER OF TRACT I, BASELINE LAKES SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 200600091342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID TRACT I THE FOLLOWING THREE (3) COURSES:

1) NORTH 03°51'44" EAST A DISTANCE OF 690.57 FEET;

2) NORTH 00°05'55" WEST A DISTANCE OF 41.40 FEET;

3) NORTH 26°26'19" WEST A DISTANCE OF 176.85 FEET TO A POINT ON THE BOUNDARY OF SAID BASELINE LAKES SUBDIVISION - FILING NO. 1;

Notice of Development Application

September 23, 2020

Philip Hancock
Great Western Operating Company
4093 Specialty Place Unit B
Longmont, Co. 80504

Mr. Hancock,

This letter is to inform you that development applications have been submitted to the Adams County Planning department for the "Baseline Lakes" property located at 164th Ave. and Havana St. Please see the attached legal descriptions. The proposal is for the development of additional single-family lots. Please feel free to call me with any questions or concerns.

Sincerely,

Ryan Carlson,
Carlson Associates
303-898-0603
ryan@carlsonland.net

LEGAL DESCRIPTION PARCEL A

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 2 AND PART OF THE EAST HALF OF SECTION 3, TOGETHER WITH TRACT J,, BASELINE LAKES SUBDIVISION - FILING NO. 1 RECORDED AT RECEPTION NO. 2006000991342 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE NORTHWEST QUARTER OF SECTION 2, AND THE EAST HALF OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 00°43'12" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION TWO A DISTANCE OF 1,573.22 FEET;

THENCE NORTH 80°45'34" WEST A DISTANCE OF 443.01 FEET;

THENCE SOUTH 72°52'20" WEST A DISTANCE OF 34.34 FEET;

THENCE NORTH 68°48'28" WEST A DISTANCE OF 207.94 FEET;

THENCE NORTH 00°40'36" WEST A DISTANCE OF 2,163.64 FEET TO THE SOUTHWEST CORNER OF TRACT I SAID BASELINE LAKES SUBDIVISION FILING NO. 1;

THENCE ALONG THE BOUNDARY OF SAID TRACT I THE FOLLOWING FIVE (5) COURSES:

1) SOUTH 71°25'12" EAST A DISTANCE OF 162.93 FEET;

2) SOUTH 43°03'17" EAST A DISTANCE OF 584.32 FEET;

3) NORTH 69°04'49" EAST A DISTANCE OF 248.73 FEET;

4) SOUTH 67°09'06" EAST A DISTANCE OF 568.91 FEET;

5) SOUTH 01°32'58" EAST A DISTANCE OF 58.26 FEET TO THE NORTHERLY RIGHT-OF-WAY OF E. 164TH AVENUE;

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Notice of Development Application

September 23, 2020

Baseline Resources, LLC
Attn: Cory Thornton
PO Box 247
Eastlake, Co. 80614

Mr. Mehler,

This letter is to inform you that development applications have been submitted to the Adams County Planning department for the "Baseline Lakes" property located at 164th Ave. and Havana St. Please see the attached legal descriptions. The proposal is for the development of additional single-family lots. Please feel free to call me with any questions or concerns.

Sincerely,

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Carlson Associates
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