## SUBDIVISION-MAJOR / PRELIMINARY

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

All applications shall be submitted electronically to epermitcenter@adcogov.org. If the submittal is too large to email as an attachment, the application may be sent as an unlocked OneDrive link. Alternatively, the application may be delivered on a flash drive to the One-Stop Customer Service Center. All documents should be combined in a single PDF. Once a complete application has been received, fees will be invoiced and payable online at https://permits.adcogov.org/CitizenAccess/.
$\boxed{\checkmark}$ 1. Development Application Form (pg. 4)
$\sqrt{ }$ 2. Application Fees (pg. 2)
$\checkmark 3$. Written Explanation of the Project
$\checkmark$ 4. Site Plan Showing Proposed Development
$\checkmark$ 5. Copy of Plat prepared by Registered Land Surveyor (pg. 7)
6. School Impact Analysis (contact applicable District)
, 7. Fire Protection Report (contact applicable District)
8. Proof of Ownership (title policy dated within 30 days of submittal)
$\checkmark$ 9. Proof of Water and Sewer Services
$\checkmark$ 10. Proof of Utilities (e.g. electric, gas)
$\checkmark$ 11. Legal Description
$\checkmark$ 12. Statement of Taxes Paid
$\boxed{\square}$ 13. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 12)
$\backslash^{14}$. Certificate of Surface Development (pg. 13)
Required Engineering Documents (see notes on next page)
$\boxed{\square}$ 1. Preliminary Drainage Report
$\sqrt{ }$ 2. Preliminary Traffic Impact Study
$\checkmark$. Preliminary Erosion and Sediment Control Plans
$\checkmark$ 4. Preliminary Construction/ Engineering Design Plans continued on next page...

Brighton, CO 80601-8204

## DEVELOPMENT APPLICATION FORM

## Application Type:

| $\square$ Conceptual Review | $\square$ Preliminary PUD | $\square$ Temporary Use |
| :--- | :--- | :--- |
| $\square$ | Subdivision, Preliminary | $\square$ Final PUD |
| $\square$ Subdivision, Final | $\square$ Variance |  |
| $\square$ | Rezone | $\square$ Conditional Use |
| Plat Correction/ Vacation | $\square$ Special Use | $\square$ Other: |

PROJECT NAME: Sherrelwood Village Filing No. 2

## APPLICANT

| Name(s): | Delwest Development Corp/Craig Fitchett | Phone \#: | 720-708-4065 |
| :---: | :---: | :---: | :---: |
| Address: | 155 S Madison St, Suite 326 |  |  |
| City, State, Zip: | Denver, CO 80209 |  |  |
| 2nd Phone \#: | 720-276-6098 | Email: | cfitchett@delwest.com |

## OWNER

| Name(s): | Joe DelZotto |  |  |
| :--- | :--- | :--- | :--- | :--- |
| Address: | Phone \#: | $\boxed{720-708-4065}$ |  |
| City, State, Zip: | Denver, CO 80209 |  |  |
| 2nd Phone \#: | $303-888-8048$ |  |  |
|  |  | Email: | jad@delwest.com |
|  |  |  |  |

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

Name:
Tom Girard
Phone \#:
303-730-5976
Address:
3473 S. Broadway
City, State, Zip: Englewood, CO 80113
2nd Phone \#: $\square$ Email: tgirard@liveyourcore.com

## DESCRIPTION OF SITE

## Address:

City, State, Zip:
Area (acres or square feet):

## 450,875 SF / 10.351 Ac

Tax Assessor
Parcel Number
7840 Pecos-017193310016; 7996 Pecos-0171933100009 and 8000 Pecos St-0171928400003

Existing
Zoning:
PUD

Existing Land Use:

7996 Pecos - Vacant PUD; 8000 Pecos - abondoned school; 7840 Pecos PUD

Proposed Land Use:

## PUD with 47 Townhomes

Have you attended a Conceptual Review?
YES
x
NO $\square$
If Yes, please list PRE\#: 201900091

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:
W. Craig Fitchett

Date: 07/06/2021
Owner's Printed Name
Name:


# AELMEST" <br> Building Community 

Narrative<br>Preliminary Major Subdivision

Delwest Development Corporation is proposing to amend their current Sherrelwood Village PUD-PDP to include approximately 47 new townhomes on 3.3 Acres of additional land adjacent and to the north of the single-family homes we are currently building.

7996 and 8000 Pecos St were purchased to offer a lower, more "workforce" focused priced housing solution for the community than a new traditional single-family home. Delwest has repurposed several Westminster Schools blighted properties. We will be demolishing a vacant, blighted building, the former Children's Outreach Project, and building new attainable housing stock.

In order to plat the townhomes, we are proposing a subdivision that combines Lot 1:Block 4 from the plat correction of Sherrelwood Village Filing 1 with the properties of 7996 and 8000 Pecos St. This creates a 3.3 Ac parcel that include 47 lots, landscape tracts and right of way for Osage St and Sherrelwood Dr.

We at Delwest are excited to have the opportunity to enhance this neighborhood and bring market rate housing to the area. We look forward to working with the community and staff moving forward.

Sincerely,

W. Craig Fitchett<br>Director of Acquisitions \& Business Development, Delwest

| LEGEND |  |
| :---: | :---: |
| - | Street light |
| , | Frie hydrant |
| © | WAter meter |
| ${ }^{1}$ | Water valve |
| $\bigcirc$ | SANTARY SEWER MANHOL |
| B | storm inlet |
| $\boxplus$ | fence column |
| - | bollard and Chain |
| $\bigcirc$ | sign |
| ——— | 6' PRIVACY FENCE |
| -s - | SANITARY SEWER LINE |
|  | WATER Service line |

SHERRELWOOD VILLAGE FILING NO. 2

## LEGAL DESCRIPTION AND DEDICATION STATEMENT

KNOW ALL PEOPLE BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE THE
OWNER OF A PARCEL OF LAND BEING TRACTS B \&D, LOTS ITHROUGH 4 BIOCK AND PORTION OF LOT 8, BLOCK 2, SHERRELWOOD VILIAGE. A SUBDIVIIION PLAT RECORDED AT RECEPTIONNO 2018000075940 TOGETHER WITH THAT PARCEL OF LAND, AS DESCRIBED IN LAND, AS DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO 2010 ALL IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33 ,
BOTH IN TOWNSHP 2 SOUTH RANGE 68 WEST OF THE SIXTH PRINCIPALMERDIAN OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE BEARRING FOR THIIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAS
OUARTER SECTION 33 TOWNHIP 2 SOOTH RANGE ASSUMED TO BEAR N $89^{\circ} 30^{\circ} 3^{\circ} 0^{\prime \prime}$ E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 33
 THE NORTHEAST CORNER OF SADD SECTION 3 , BEING MONUMENTED BY A REBAR WIH A
INCH ALUMINUM CAP, STAMPED "PLS 7276 , WITH ALL BEARINGS CONTAINED HEREIN RELATVE
THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33 , THENCE N $8{ }^{\circ}{ }^{\circ} 30^{\prime} 30^{\prime \prime}$ E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAD SECTION 33 A AISTANCE OF BY THAT RESOLUTION RECORDED IN BOOK 3270 AT PAGE 279, SAID ADAMS COUNTY RECORDS AND THE POINT OF BEGINNING;
THENCE N OOO $1447 \mathrm{~W} W$
THENCE $00^{\circ} 1447$ " W, ALONG THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY, AND
ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEA
 THENCE $82^{\circ} 41$ 'OO" E, ALONG SAID NORTH LINE, A DISTANCE OF 8.12 FEET TO THE WEST CORNER OF PARCELD, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 3251 AT PAGE 92
COURSES

1. $576^{\circ} 46^{\circ} 55^{\prime \prime}$ E, A DISTANCE OF 178.56 FEET
2. S21"38'59" EALONG THE EAST LINES OF SAID PARCEL DESCRIBED IN BOOK 3254 AT PAGE 139 AND SAID SHERRELWOOD VILAGE PLAT, A DIITANCE O

THENCE $12^{\circ} 199^{2} 1$ I W, ALONG THE SOUTHEAST LINE OF SAID LOT 4, A DISTANCE OF 57.53 FEET
TO A POINT ON THE NORTH LINE OF WEST T9TH WAY RIGHT-OF-WAY AS DEDICATED BY SAID TO A POINT ON THE NORTH LINE OF WEST 79TH WAY RIGHT-OF-WAY, AS DED
SHERRELWOOD VILAGE PLAT AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE NORTH LINE OF THE WEST T9TH WAY RIGHT-OF-WAY AND ALONG TH
WEST LINE OF THE OSAGE STREET RIGHT-OF-WAY AS DEDICATED BYSAID SHERRELWOOD VILLAGE PLAT, THE FOLLOWING THREE (3) COURSES:

ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 38.00 WHICH BEARS N $85^{\circ} 25^{5} 7^{\prime \prime} \mathrm{W}$, A DISTANCE OF 6.01 FEET
2. N $89^{\circ} 58^{\circ} 0^{\circ \prime \prime}$ W, A DIITANCE OF 204.00 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00

ALONG THE ARC OF A CURVE TO THE LEFT HAVING A AADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 9000 AND AN ARC LENGTH 59.69 fet,
THENCE N $00^{\circ} 01$ I'53" E, A DISTANCE OF II. 47 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACTE B;
THLONG THE SOUTH AND WEST LINES OF SAID TRACT B THE FOLLOWING TWO (2)
 2. N OOOO RIG3HT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT; SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 2019000073502 THENCE ALONG THE SOUTH, EAS
FOLLOWING THREE (3) COURSES

S $89^{\circ} 0^{\circ} 0^{\circ} 3^{\prime \prime} \mathrm{W}$ W, ALONG A LINE beng parallel to the north Line of the northeas QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BENG 30.00 FEE
2. N $00^{\circ} 01$ I' $53^{\prime \prime} \mathrm{E}$, ALONG A LINE BEING 30.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NERTHEAST QUAR TER OG SAID SECTION 33, A DISTANCE OL 208.00 FEET TO A
POINT BEING 20.0 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST OUARTER OF POINT BEING 20.00
SAID SECTION 33 ;
3. N89030'30" E. ALONG A LINE BEING 20.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 , A DISTANCE OF 20.00 FEET TO
POINT BEING 50.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST OUARTER OF SAID SECTION 33 A ALSO BEING A POINT ON THE LAST LINE OF THE PECOS STREET RIGHT-OF-WAY
AS DEDICATED BY SAII SHERRELWOOD VILAGE PLAT:

THENCE $00^{\circ} 0^{\prime} 1$ '3"' E ALONG SAID EAST LINE AND ALONG A LINE BEENG 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 A CONTAINING AN AREA OF I43,370 SQUARE FEET OR 3.291 ACRES, MORE OR LESS.
have laid out, platted and subdivided the same into lots, streets and easements as SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF SHERRELWOOD VILLAGE FLING NO. ALLPUBLIC STREETS ARE HEREBY DEDICATED TO ADAMS COUNTY FOR PUBLLC USE. THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY THOSE
PUBLIC EASEMENTS AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENT TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE
RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY

SHEET I

LAND USE TABLE

| TYPE | AREA (SF) | AREA (AC) |
| :--- | :---: | :---: |
| LOTS (47) | 65,023 | 1.493 |
| TRACTS (2) | 46,028 | 1.056 |
| R.O.W DEDICATED | 32,319 | 0.742 |
| TOTAL | 143,370 | 3.291 |



PUBLIC SERVICE COMPANY OF COLORADO NOTES THESE EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE EENEFIT OF
THE APPLICABLT UTLITY PROVVDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVIISON, CABLE, AND TELECOMMUNCATONS FACITTES (DRY UTLLTES). UTLITY EASEMENTS SHAL
 BUILDINGS, WELLS, WATER METERS AND OTHER OBIECTS THAT MAY INTERFERE
WITH THE UTLITY FACIITIES OR USE THEREOF (INTERERRING OBJECTS) SHALL NOT TE PERMITTED WITHIN SAID UTILTI Y EASEMENTS AND THE UTLLITY
PROVIDERS AS GRANTES MAY REMOVE ANY INTERERING OBECTS AT N PROVIDERS, AS GRANTEES, MA REMOVE ANY INTERFERING OBBECTS AT NO
COSTS TO SUCH GRANTEES, INCLUDING, WITHOUT LMITATION, VEGETATIO COSTS TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQURRE THE
PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.

CITY OF THORNTON NOTES
WATER AND SANITARY SEWER EASEMENTS ARE HEREBY GRANTED TO THE CITY O THORNTON, AS SHOWN ON THIS PLAT, FOR THE PURPOSE TO CONSTRUC
MAINTAIN, REPAR, REPLACE, INSPECT AND OPERATE MAINS, TRANSMISION DISTRIBUTION AND SERVICE LINES AND APPURTENANCES OR OTHER IMPROVEMENTS
FOR WHICH THE EASEMENTS WERE GRANTED, TOGETHER WITH A RIGHTOE ACGSSS OR ALONG AND ANEMELOTSTHEREASEMENTS, AS MAY BE NECESSARY TO ACCOMPLISH
 HOWEVER UTLLTTES MAY CROSS THE EXCLUSIVE EASEMENTS AT SUBSTANTIALLY 90

## OWNER

7840 PECOS INVESTMENTS LLC, A COLORADO LIMITED LABBLITY COMPANY
BY:
ITS:
ACKNOWLEDGEMENT
STATE OF $\qquad$ ) ${ }^{\text {ss }}$
the foregoing was acknowledged before me this $\qquad$
of $\qquad$ 20_, A.D.
BY: $\qquad$
WITNESS MY HAND AND OFFIIIAL SEAL:
notary puble: $\qquad$
$\qquad$

PLANNING COMMISSION APPROVAL
APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION ON THIS DAY
of $\qquad$
CHAIR

## BOARD OF COUNTY COMMISSIONERS APPROVAL

 APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS $\qquad$ DAY of FCHAIR

## SURVEYOR'S CERTIFICATE

I HeREBY CERTIFY IWAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE R REPARATION OF THIS PLATT; THE POSIITION OF THE PLAATTED POINTS SHOWN
HEREON HAVE AN ACCURACY F NOT LESS THAN (I) FOOT TEN THOUSAND HEREON HAVE AN ACCURACY OF NOT LESS THAN (I) FOOT IN TEN THOUSAND
$(10,000)$ FEET PRIOR TO ADJUSTMENTS; AND ALL BOUNDARY MONUMENTS AND CONTROL CORNERS SHOWN HEREON WERE IN PLACEEAS DESCRIBED IN APRIL 2020

THOMAS M. GIRARD
THOMAS M. GIRARD
COORAD PLS 3851
FOR AND
COL RAD
FOR AND ON BEEALLE
OF
ADAMS COUNTY CLERK AND RECORDER'S CERTIFICATE THIS PLAT WAS FLLED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _ _M. ON THE
day of $\qquad$ 20 .
COUNTY CLERK AND RECORDER
BY DEPUTY:
RECEPTION NO.
$\longrightarrow$


SHERRELWOOD VILLAGE FILING NO. 2


SHERRELWOOD VILLAGE FILING NO. 2
PART OF THE NORTHEAST QUARTER SECTION 33 AND THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO


SHERRELWOOD VILLAGE FILING NO. 2

NOTES
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEEECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DIICCOVER SUCH DEFECT. IN
NEVNT MAY
THAN TEN YEAS THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON
2. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY CORE CONSULTANTS, INC. FOR RECORD
DOCUMENTS AND DETERMINATION OF OWNERSHPP EASEMENTS OF RECORD, RIGTTS-OF-WAY DOCUMENTS AND DETERMINATION OF OWNERSHP EASEMENTS OF RECORD, RIGHTS.OF-WAY
AND ENCUMBRANCES, CORE CONSULTANTS, INC. RELIED UPON TTTLE COMMITMENT ORDER NO
 MAY 21, 2021 AT 5:30 PM
3. ANY PERSON WHO KNOWINGLY REMOVES. ALTERS OR DEFACES ANY PUBLIC LAND SURVEY
MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY. COMMITS A CASS TWO (2) MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSO
MISDEMEANOR PURSUANT TO STATE STATUTE $18-4-508$, C.R.S.
4. BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF
SECTION 33 , TOWNSHIP 2 SOUTH. RANGE 68 WEST OF THE SIXTH P.M. BEING ASSUMED TO BEAR SECTION 33 , TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., BEING ASSUMED
N 8903030 E, FROM THE THE NORTH QUARTER CORNER OF SAID SECTON 33 , BEENG

 3-1/4" ALUMINUMCAP
RELATVE THERETO.
5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS ALTANSPS LAND TITLL SURVEY IS THE U.S. SURVVY FOOT.PU
$3937 /$ / 200 FEET.
6. DATE OF FIELD SURVEY: APRIL 9,2020
7. THE GROSS LAND AREA OF THE SUBJIECT PROPERTY IS 143,370 SQUARE FEET, OR 3.291 ACRES
3. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FRE LANES
NOW OR HEREATTER ESTABLISHED ON THE DESCRIBED PROPRRTY. THE SAME ARE HEREBY DESIGNATED AS FIPE LANES AND EMERGNCY AND SERVICE VEHICLE ROADS, AND SHAL POSTED "NO PARKING - FIRE LANE
9. THE PROPERTY LES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2\% ANNUAL
CHANCE FLOODPLAIN, PER FEMA MAP NO. 0801 ICOS84H, PANEL 584, REVISED MARCH 5 , 2017.
10. REFER TO THE OPERATION AND MAINTENANCE MANUEL RECORDED APRIL 2,2018 AT RECEPTION

No. 2018000026268 FOR ADDITIONAL DRAINAGE GUIDELINES
11. TEN-FOOT (I'0) WIDE UTLLTTY EASEMENTS ALONG THE EAST SIDE O F THE OSAGE STREET (6) WIDE UTLITY EASEMENTS ALONG THE WEST SIDE OF THE OAAGE STREET RIGHTT-OF-WAY $\left(6^{\prime}\right)$ WIDE UTLITY EASEMENTS ALONG THE WEST SIDE OF THE OSAGE STREET RIGHT-OF-W
EIGHT-FOOT (8') WIDE UTLITY EASEMENTS ALONG THE EAST SIDE OF THE PECOS STREET
 LINES OF EACH LOT IN THE SUBDVIIION. IN ADDITION, EIGHT-FOOT ( 8 ) WID D DRY UTIITY
EASEMENTS ARE HEREBY DEDICATED AROUND THE PRRIMETER OF TRACTS, PARCELS ANDIOR
 OF TLE APPLLCABLE UTLLTY PROVIDERS FRR THE INSTALLATION, MAINTENANCE, AND
REPLACEMENT OF UTLTITIES. UTLITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EELACEMENT OF UTILTIES. UTLITY EASEMENTS SHALL ALLO BE GEANTTD WITH
EASEMENTS AND PRIIATE STRETS IN THE SUBDIVIION. PERMANENT TTRUCTURES IMPROVEMENTS OBECTS, BULLDINGS, WELLS, WATER METTRR AND OTHER OBECSTS THAT MAY
INTERERE WITH THE UTLLTY FACLITTES OR USE THEREOF (INTERERRING OBECTS SHALL NOT BE
 REMOVEANY NTEERERING
12. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO

 SUBDVIIION DEVELOPMENT AGREMENT. SHOULD THE OWNER FAL TO MAINTAN SAID
FACILTIES, THE COUNTY SHALL HAVE THE RIGHTTO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE
PROERY OWNRS
PROPERTY OWNERS.
13. STATEMENT RESTRICTING ACCESS: ACCESS RIGHTS ACROSS THE RIGHT-OF-WAY LINES OF MAJOR PROVIION OF APPROVAL.

| CURVE TABLE |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| CURVE\# | Radius | LENGTH | delta | CHORD bearing | CHORD LENGTH |
| C1 | 20.00' | 31.42' | 090 $000^{\circ} 00^{\prime \prime}$ | S4458'07"E | 28.28' |
| C2 | 18.00' | $28.27^{\prime}$ | 090 $00^{\circ} 00^{\prime \prime}$ | S44*45'13"W | 25.46' |
| С3 | 18.00' | 28.27' | 090 $00^{\circ} 00^{\prime \prime}$ | S45 ${ }^{\circ} 1447^{\prime \prime}$ E | 25.46' |
| C4 | 38.00' | 59.88' | 090 ${ }^{\circ} 17^{\prime} 34{ }^{\prime \prime}$ | N45006'54"W | 53.88' |
| C5 | 38.00' | 59.87' | 090 ${ }^{\circ} 16^{\prime \prime} 40^{\prime \prime}$ | N44006'27"W | 53.87' |
| C6 | $2.50^{\prime}$ | 3.93' | 090 ${ }^{\circ} 0^{\circ} 00{ }^{\prime \prime}$ | N65564'42"W | 3.54' |
| C7 | 2.50' | 4.67' | 107020'08" | N15 $5^{\circ} 42^{1} 14^{\prime \prime}$ | 4.02' |
| C8 | 19.50' | 13.24' | 03854 ${ }^{\text {a }}$ " | N5701605"W | 12.99 |
| c9 | 9.50' | 13.93' | 084000'47" | S61¹21339"W | 12.72' |
| C10 | 62.50' | 5.88' | 005²341" | N21054'06"E | 5.88' |
| C11 | $9.50^{\prime}$ | 7.21 | 043²8005" | N55 $5^{\circ} 22^{56} 6^{\prime W}$ | 7.04' |
| C12 | 2.50' | 4.07 | 093 $100^{\prime \prime} 49$ | S56®37374"W | 3.63' |
| C13 | 12.00' | 7.14' | 034006'03" | S17017'48"E | 7.04' |


| LINE TABLE |  |  |
| :---: | :---: | :---: |
| LINE \# | LENGTH | DIRECTION |
| L1 | 16.50' | N $0^{\circ} 01^{15} 5{ }^{\prime \prime} \mathrm{E}$ |
| L2 | 16.50' | N $0^{\circ} 01{ }^{\prime \prime} 53{ }^{\prime \prime} \mathrm{E}$ |
| L3 | 23.75' | S001447" E |
| L4 | 14.99' | S $13^{\circ}{ }^{13} 02^{\prime \prime} \mathrm{W}$ |
| L5 | 4.41 ' | S 48946'50"E |
| L6 | 14.01 | N 699 ${ }^{\circ} 3^{\prime} 188^{\prime \prime} \mathrm{E}$ |
| L7 | $7.93{ }^{\prime}$ | S 2046'42" E |
| L8 | 5.96' | N 20046'42" W |
| L9 | 14.75' | N69913'18"E |
| L10 | 10.92' | N 76046458" W |
| L11 | 7.72' | N 76046458" W |
| L12 | 2.94' | S 10002'13" W |
| L13 | 26.68' | S 7646'58"E |
| L14 | 19.00' | S 76046'58"E |
| L15 | 19.50' | N 139013020 ${ }^{\text {E }}$ |
| L16 | 18.50' | S $69^{\circ} 3^{\prime} 18^{\prime \prime} \mathrm{W}$ |
| L17 | 21.93' | N 90000'00" W |


| LINE TABLE |  |  |
| :---: | :---: | :---: |
| LINE\# | LENGTH | DIRECTION |
| L18 | 15.50' | S $69{ }^{\circ} 3^{\prime} 188^{\prime \prime} \mathrm{W}$ |
| L19 | 20.00' | S $13^{\circ}{ }^{1}{ }^{\prime} 02^{\prime \prime} \mathrm{W}$ |
| L20 | $2.00^{\prime}$ | S 7646'58"E |
| L21 | 2.00 | S 76046'58"E |
| L22 | 20.00' | $\mathrm{N} 13^{\circ} 13^{\circ} \mathrm{O} 22^{\prime \prime} \mathrm{E}$ |
| L23 | 20.00' | S 6²4205" W |
| L24 | $2.00{ }^{\prime}$ | S $83^{\circ} 17{ }^{\prime} 55^{\prime \prime} \mathrm{E}$ |
| L25 | $2.00^{\prime}$ | S 83017'55"E |
| L26 | $20.00^{\prime}$ | N 6 ${ }^{\circ} 42^{\prime} 055^{\prime \prime} \mathrm{E}$ |
| L27 | 28.27' | S 89958'07"E |
| L28 | 36.57' | S 89958'07"E |
| L29 | 35.97' | S 89958'07"E |
| L30 | 35.97' | S 89958'07"E |
| L31 | $2.00^{\prime}$ | N $0^{\circ} 11^{\prime \prime} 3^{\prime \prime} \mathrm{E}$ |
| L32 | $2.00{ }^{\prime}$ | S $0^{\circ} 01^{\prime} 53{ }^{\prime \prime} \mathrm{W}$ |
| L33 | $2.00^{\prime}$ | S $0^{\circ} 01^{\prime \prime} 53^{\prime \prime} \mathrm{W}$ |

## WAIVER FROM SUBDIVISION DESIGN STANDARDS

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pg. 2) 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.
$\sqrt{ } \sqrt{ }$ 1. Development Application Form (pg. 7)
$\sqrt{ }$ 2. Application Fees of $\$ 500$
$\sqrt{ } \sqrt{ }$ 3. Written Explanation of the Project
$\sqrt{ }$ 4. Site Plan Showing Proposed Development
$\checkmark$ 5. Copy of Plat Prepared by Registered Land Surveyor (see guide pg. 4)
$\boxed{\downarrow}$ 6. Proof of Ownership (title policy dated within 30 days of submittal)
$\boxed{\checkmark}$ 7. Proof of Water and Sewer Services
$\sqrt{ }$ 8. Proof of Utilities (e.g. electric, gas)
$\boxed{\downarrow}$ 9. Neighborhood Meeting Summary
$\checkmark$ 10. Legal Description
$\boxed{\checkmark}$ 11. Certificate of Taxes Paid
$\boxed{\square}$ 12. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 9)
$\sqrt{ } \sqrt{ }$ 13. Certificate of Surface Development (pg. 10)

Brighton, CO 80601-8204

## DEVELOPMENT APPLICATION FORM

## Application Type:

| $\square$ Conceptual Review | $\square$ Preliminary PUD | $\square$ Temporary Use |
| :--- | :--- | :--- |
| $\square$ Subdivision, Preliminary | $\square$ Final PUD | $\square$ Variance |
| $\square$ Subdivision, Final | $\square$ Rezone | $\square$ Conditional Use |
| Plat Correction/ Vacation | $\square$ Special Use | $\boxed{\times}$ Other: Waiver from Subdivision Design |

PROJECT NAME: Sherrelwood Village Filing No. 2-Waiver for Lot Depth to Width Ratio

## APPLICANT

| Name(s): | Delwest Development Corp/Craig Fitchett | Phone \#: | $\boxed{720-708-4065}$ |
| :--- | :--- | :--- | :--- |
| Address: | 155 S Madison St, Suite 326 |  |  |
| City, State, Zip: | Denver, CO 80209 |  |  |
| 2nd Phone \#: | $720-276-6098$ |  |  |
|  |  | Email: | cfitchett@delwest.com |
|  |  |  |  |

## OWNER

| Name(s): | Joe DelZotto | Phone \#: | $\boxed{720-708-4065}$ |
| :--- | :--- | :--- | :--- |
| Address: |  |  |  |
| City, State, Zip: | Denver, CO 80209 |  |  |
| 2nd Phone \#: | $303-888-8048$ |  |  |
|  |  |  | Email: |
|  |  | jad@delwest.com |  |

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

Name:
Tom Girard
Phone \#:
303-730-5976
Address:
3473 S. Broadway
City, State, Zip: Englewood, CO 80113
2nd Phone \#: $\square$ Email: tgirard@liveyourcore.com

## DESCRIPTION OF SITE

## Address:

City, State, Zip:
Area (acres or square feet):

## 450,875 SF / 10.351 Ac

Tax Assessor
Parcel Number
7840 Pecos-017193310016; 7996 Pecos-0171933100009 and 8000 Pecos St-0171928400003

Existing
Zoning:
PUD

Existing Land Use:

7996 Pecos - Vacant PUD; 8000 Pecos - abondoned school; 7840 Pecos PUD

Proposed Land Use:

## PUD with 47 Townhomes

Have you attended a Conceptual Review?
YES
x

NO $\square$
If Yes, please list PRE\#: 201900091

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:
W. Craig Fitchett

Date: 07/06/2021
Owner's Printed Name
Name:


# Building Community 

Narrative<br>Waiver from Subdivision Design Standards Lot Depth to Width Ratio

Delwest Development Corporation is requesting a waiver from Adams County Subdivision Design, Improvements and Dedication Standards section 5-03-03-06 for lot depth to width ratio. Subdivision standards state a maximum 3:1 lot depth to width ratio. We request a waiver from this allowing a maximum of 5.2:1 lot depth to width ratio that accommodates an 87 ' depth to 17 ' width lot.

This subdivision is proposing townhome lots in which the side lot line is on the building edge and shared with the adjacent townhome. This makes it harder to achieve 3:1 depth to width ratio than a single-family lot where side setbacks are required.

As part of the Sherrelwood Village Filing No. 2 Major Subdivision, Osage Street will be extended to the north and intersect with Sherrelwood Drive which provides access to Pecos Street. Since these streets are established from offsite, there are limited options for homesites in this compact parcel of land. To take advantage of the developable land we are proposing deeper lots to better utilize the space. This creates a larger depth to width ratio than is allowed in the subdivision standards.

These deeper lots will accommodate driveways for standard sized parking, tandem garages holding 2 cars per unit, and 8 ' rear patios. These deeper units increase the amount of off-street parking provided and decreases the demand for street parking which serves the subdivision to a greater extent. Strict compliance with the 3:1 regulation would make it difficult for the townhomes to provide both adequate parking and the square footage necessary for families to live in these market rate townhomes. This waiver will not have the effect of nullifying the purpose of these subdivision standards and regulations.

Sincerely,

## W. Craig Fitchett

Director of Acquisitions \& Business Development, Delwest

Brighton, CO 80601-8204

## DEVELOPMENT APPLICATION FORM

## Application Type:

| $\square$ Conceptual Review | $\square$ Preliminary PUD | $\square$ Temporary Use |
| :--- | :--- | :--- |
| $\square$ Subdivision, Preliminary | $\square$ Final PUD | $\square$ Variance |
| $\square$ Subdivision, Final | $\square$ Rezone | $\square$ Conditional Use |
| Plat Correction/ Vacation | $\square$ Special Use | $\boxed{\times}$ Other: Waiver from Subdivision Design |

PROJECT NAME: Sherrelwood Village Filing No. 2 - Waiver for Double Fronting Lots

## APPLICANT

| Name(s): | Delwest Development Corp/Craig Fitchett | Phone \#: | $\boxed{720-708-4065}$ |
| :--- | :--- | :--- | :--- |
| Address: | 155 S Madison St, Suite 326 |  |  |
| City, State, Zip: | Denver, CO 80209 |  |  |
| 2nd Phone \#: | $720-276-6098$ |  |  |
|  |  |  | Email: |
|  |  |  | cfitchett@delwest.com |

## OWNER

| Name(s): | Joe DelZotto | Phone \#: | $\boxed{720-708-4065}$ |
| :--- | :--- | :--- | :--- |
| Address: |  |  |  |
| City, State, Zip: | Denver, CO 80209 |  |  |
| 2nd Phone \#: | $303-888-8048$ |  |  |
|  |  | Email: | jad@delwest.com |

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

Name:
Tom Girard
Phone \#:
303-730-5976
Address:
3473 S. Broadway
City, State, Zip: Englewood, CO 80113
2nd Phone \#: $\square$ Email: tgirard@liveyourcore.com

## DESCRIPTION OF SITE

## Address:

City, State, Zip:
Area (acres or square feet):

## 450,875 SF / 10.351 Ac

Tax Assessor
Parcel Number
7840 Pecos-017193310016; 7996 Pecos-0171933100009 and 8000 Pecos St-0171928400003

Existing
Zoning:
PUD

Existing Land Use:

7996 Pecos - Vacant PUD; 8000 Pecos - abondoned school; 7840 Pecos PUD

Proposed Land Use:

## PUD with 47 Townhomes

Have you attended a Conceptual Review? YES $x$ NO $\square$
If Yes, please list PRE\#: 201900091

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:
W. Craig Fitchett

Date: 07/06/2021

Name:


# Building Community 

Narrative<br>Waiver from Subdivision Design Standards<br>Double Fronting Lots

Delwest Development Corporation is requesting a waiver from Adams County Subdivision Design, Improvements and Dedication Standards section 5-03-03-08-01 for Double Fronting Lots. Per the regulations, lots with double frontage shall be avoided. We request a waiver from this allowing for double fronting lots with a landscape buffer and fence.

As part of the Sherrelwood Village Filing No. 2 Major Subdivision, Osage Street will be extended to the north and intersect with Sherrelwood Drive which provides access to Pecos Street. Since these streets are established from offsite, there are limited options for homesites in this compact parcel of land. To take advantage of the developable land we are proposing to have lots front onto Osage Street which creates a double front condition with Pecos Street behind them.

To mitigate this double front condition, we are proposing a 6 ' picket fence with lattice on top for visual interest. Stone columns will also be spaced appropriately along the fence line for character. This fence will be placed 10' from the back of sidewalk along Pecos Street to create a 10' landscape buffer along the street. For reference, this same treatment was approved in Sherrelwood Village Filing No. 1 for the double fronting single family homesites. We believe a continuation of this would bring unity to the neighborhood while helping mitigate the double front condition.

Strict compliance with the Double Front regulation would make it difficult for the townhomes to provide both adequate parking and building footprint efficiency. We also believe the rear elevation of these townhomes provide more visual interest and variety of building planes than the side elevations. This waiver will not have the effect of nullifying the purpose of these subdivision standards and regulations.

Sincerely,

## W. Craig Fitchett

Director of Acquisitions \& Business Development, Delwest

# Westmınster Public Schools 

Where Education is Personal

Adams County Planning \& Development Department 4430 South Adams County Parkway Brighton, CO 80601-8216

To Whom It May Concern:

RE: Proposed Development at 8000 N. Pecos Street, Denver, CO 80221

Westminster Public Schools recently sold district property located at 8000 N. Pecos Street to DelWest Development Corporation in unincorporated Adams County. DelWest worked collaboratively with the District in the past when developing a previously sold property that directly adjoins the current property under consideration. The District welcomes infill development within its boundaries and, while the District takes no position on the specific plans, we believe that a community should include a wide choice of highquality housing to meet the resident's needs. DelWest continues to demonstrate a willingness to design developments in consultation with the community and has taken affordability into consideration with its planning. This remains important to the District.

In reviewing the current proposal for 47 townhomes on the site, we have determined that the impact of the proposed development on the District would be minimal. Currently, the District has the capacity to absorb students generated by this project within its existing schools. Using an average number of students generated by housing type, based on information provided by Unique Properties, the District has conservatively calculated the following student yield:

| Number of Bedrooms | Number of New Units <br> of that Size | Average Number of <br> School-Aged Residents <br> Per Unit | New School-Aged <br> Residents |
| :--- | :--- | :--- | :--- |
| 3 | 47 | $\times 0.153$ | $=8$ (low end estimate) |
| 3 | 47 | $\times 0.3$ | $=15$ (high end estimate) |

In considering the minimal impact to the District by new students who may reside in the development, the District believes it is important to focus on the quality of the development and the degree to which it will revitalize the community in the years ahead. The District believes development on the south end of the District will provide suitable living accommodations for the citizens of the community and, in general, will have an overall positive impact on the existing neighborhood.

Sincerely,


Chief Operating Officer
Westminster Public Schools

ADAMS COUNTY FIRE RESCUE FIRE PREVENTION BUREAU

7980 Elwood Lane
Denver, CO 80221
(303) 539-6862 / email: :fireprevention@acfpd.org

Melissa Hale<br>155 South Madison St Suite 326<br>Denver, CO 80209<br>720-819-1004<br>melissa@delwest.com

May 13, 2020
RE: 7840, 7996, and 8000 Pecos St
Denver, CO 80221

Ms. Hale,
The addresses of 7840,7996 , and 8000 Pecos St Deriver, CO 80221 are within the Adams County Fire Protection District's jurisdiction and will be covered by its services. We will need to complete a site development plan review to go along with this letter. The site development plan review needs to include a full set of civil plans and an auto turn exhibit. If you have any questions regarding this location, please call 303-539-6862 and we will be able to answer your questions.

Sincerely,


Chris Wilder
Fire Marshal
Adams County Fire Protection District

## EXHIBIT

## SOUTHEAST QUARTER, SECTION 28 \& NORTHEAST QUARTER, SECTION 33,

 ALL IN TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, COLORADOLEGAL DESCRIPTION:
A PARCEL OF LAND BEING SHERRELWOOD VILLAGE, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2018000075940 AND THAT PARCEL OF LAND, AS DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2015000053449 TOGETHER WITH THAT PARCEL OF LAND, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 3254 AT PAGE 139, ALL IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, BOTH IN TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N $89^{\circ} 30^{\prime} 30^{\prime \prime}$ E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 33 , BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 23519" TO THE NORTHEAST CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 7276", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33 , THENCE N $89^{\circ} 30^{\prime} 30^{\prime \prime}$ E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY THAT RESOLUTION RECORDED IN BOOK 3270 AT PAGE 279, SAID ADAMS COUNTY RECORDS AND THE POINT OF BEGINNING;
THENCE N $00^{\circ} 14^{\prime} 47^{\prime \prime}$ W, ALONG THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY, AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 293.01 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 3254 AT PAGE 139;
THENCE S $82^{\circ} 41^{\prime} 00^{\prime \prime}$ E, ALONG SAID NORTH LINE, A DISTANCE OF 8.10 FEET TO THE WEST CORNER OF PARCEL D, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 3251 AT PAGE 924;
THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL D, THE FOLLOWING THREE (3) COURSES:

1. S $76^{\circ} 46^{\prime} 55^{\prime \prime} \mathrm{E}$, A DISTANCE OF 178.58 FEET;
2. $\mathrm{S} 21^{\circ} 38^{\prime} 57^{\prime \prime} \mathrm{E}$, ALONG THE EAST LINES OF SAID PARCEL DESCRIBED IN BOOK 3254 AT PAGE 139 AND SHERRELWOOD VILLAGE PLAT, A DISTANCE OF 534.54 FEET;
3. S $33^{\circ} 40^{\prime} 19^{\prime \prime}$ E, ALONG THE EAST LINE OF SAID SHERRELWOOD VILLAGE PLAT, A DISTANCE OF 83.14 FEET;

THENCE ALONG THE EAST AND SOUTH LINES OF SAID SHERRELWOOD VILLAGE PLAT, THE FOLLOWING SIX (6) COURSES:

1. $\mathrm{S} 14^{\circ} 37^{\prime} 52^{\prime \prime} \mathrm{E}$, A DISTANCE OF 76.07 FEET;
2. N $88^{\circ} 03^{\prime} 04^{\prime \prime} \mathrm{E}$, A DISTANCE OF 39.50 FEET
3. S $17^{\circ} 49^{\prime} 46^{\prime \prime} \mathrm{E}$, A DISTANCE OF 104.05 FEET;
4. S $55^{\circ} 05^{\prime} 47^{\prime \prime} \mathrm{E}, \mathrm{A}$ DISTANCE OF 112.26 FEET;
5. S $01^{\circ} 01^{\prime 2} 29^{\prime \prime} \mathrm{E}$, A DISTANCE OF 259.37 FEET, TO A POINT ON THE NORTH LINE OF ELMWOOD PARK SUBDIVISION, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. C0184761, SAID ADAMS COUNTY RECORDS;
6. $\quad$ S $89^{\circ} 32^{\prime} 44^{\prime \prime}$ W, ALONG SAID NORTH LINE, A DISTANCE OF 611.65 FEET TO A POINT BEING 50.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 ALSO BEING A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT;

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

# EXHIBIT <br> SOUTHEAST QUARTER, SECTION 28 \& NORTHEAST QUARTER, SECTION 33 , ALL IN TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, COLORADO 

LEGAL DESCRIPTION CONTINUED:
THENCE N $00^{\circ} 01^{\prime} 53^{\prime \prime}$ E, ALONG SAID EAST LINE AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 586.62 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID WARRANTY DEED RECORDED AT RECEPTION NO. 2015000053449;

THENCE ALONG THE SOUTH, EAST AND NORTH LINES OF SAID PARCEL OF LAND THE FOLLOWING THREE (3) COURSES:

1. $S 89^{\circ} 30^{\prime} 30^{\prime \prime}$ W, ALONG A LINE BEING PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
2. N $00^{\circ} 01^{\prime} 53$ " E, ALONG A LINE BEING 30.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 208.00 FEET TO A POINT BEING 20.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
3. N $89^{\circ} 30^{\prime} 30^{\prime \prime}$ E, ALONG A LINE BEING 20.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BEING 50.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALSO BEING A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT;

THENCE N $00^{\circ} 01^{\prime} 53^{\prime \prime}$ E, ALONG SAID EAST LINE AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 450,875 SQUARE FEET OR 10.351 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.


NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

DS: T. GIRARD
P.M. T. GIRARD



## EXHIBIT

SOUTHEAST QUARTER, SECTION 28 \& NORTHEAST QUARTER, SECTION 33, ALL IN TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,



WARRANTY DEED REC. 20I5000053449

COUNTY OF ADAMS, COLORADO

1 inch $=200 \mathrm{ft}$.
P.M. T. GIRARD


## EXHIBIT

## SOUTHEAST QUARTER, SECTION 28 \& NORTHEAST QUARTER, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, COLORADO

LEGAL DESCRIPTION:
A PARCEL OF LAND BEING TRACTS B \& D, LOTS 1 THROUGH 4, BLOCK 1, AND A PORTION OF LOT 8, BLOCK 2, SHERRELWOOD VILLAGE, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2018000075940 TOGETHER WITH THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2019000073502 AND THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2019000075343 , ALL IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 89³0'30" E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 23519" TO THE NORTHEAST CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 7276", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, THENCE N 89ํ30'30" E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY AS DEDICATED BY THAT RESOLUTION RECORDED IN BOOK 3270 AT PAGE 279, SAID ADAMS COUNTY RECORDS, ALSO BEING THE NORTHWEST CORNER OF SAID SHERRELWOOD VILLAGE PLAT AND THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN SAID DEED, RECEPTION NO. 2019000075343 AND THE POINT OF BEGINNING;
THENCE N $00^{\circ} 14^{\prime} 47{ }^{\prime \prime}$ W, ALONG THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY, AND THE WEST LINE OF SAID DEED, RECEPTION NO. 2019000075343 , ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 293.01 FEET TO THE NORTHWEST CORNER OF SAID DEED, RECEPTION NO. 2019000075343;
THENCE S $82^{\circ} 41^{\prime} 00^{\prime \prime}$ E, CONTINUING ALONG THE PECOS STREET ROW AND THE NORTH LINE OF SAID DEED, A DISTANCE OF 8.10 FEET TO A POINT ON THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY AND THE WEST CORNER OF PARCEL D, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 3251 AT PAGE 924, SAID COUNTY RECORDS;
THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL D THE FOLLOWING THREE (3) COURSES:

1. $\mathrm{S} 76^{\circ} 46^{\prime} 555^{\prime \prime} \mathrm{E}$, A DISTANCE OF 178.58 FEET;
2. $\mathrm{S} 21^{\circ} 38^{\prime} 59$ " E, ALONG THE EAST LINES OF SAID DEED, RECEPTION NO. 2019000075343 AND THE EAST LINE OF SAID SHERRELWOOD VILLAGE PLAT, A DISTANCE OF 459.50 FEET TO THE EAST CORNER OF LOT 4, BLOCK 1;

THENCE S $12^{\circ} 19^{\prime} 21{ }^{\prime \prime}$ W, ALONG THE SOUTHEAST LINE OF SAID LOT 4, BLOCK 1, A DISTANCE OF 57.53 FEET TO A POINT ON THE NORTH LINE OF WEST 79TH WAY RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE NORTH LINE OF THE WEST 79TH WAY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 0904'20" AND AN ARC LENGTH OF 6.02 FEET, THE CHORD OF WHICH BEARS N $85^{\circ} 25^{\prime} 57^{\prime \prime}$ W, A DISTANCE OF 6.01 FEET;

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

DR: J. ANTON
DATE: 05/05/2020
SHEET 1 OF 4
DS: T. GIRARD
P.M. T. GIRARD


## EXHIBIT

SOUTHEAST QUARTER, SECTION 28 \& NORTHEAST QUARTER, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, COLORADO

LEGAL DESCRIPTION CONTINUED:
2. $\mathrm{N} 89^{\circ} 58^{\prime} 07 \mathrm{l}$ W, A DISTANCE OF 204.00 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 9000'00" AND AN ARC LENGTH OF 59.69 FEET;

THENCE N $00^{\circ} 01^{\prime} 53$ " E, A DISTANCE OF 11.47 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT B, SHERRELWOOD VILLAGE;
THENCE ALONG THE SOUTH AND WEST LINES OF SAID TRACT B THE FOLLOWING TWO (2) COURSES:

1. N $89^{\circ} 58^{\prime} 07{ }^{\prime \prime} \mathrm{W}$, A DISTANCE OF 90.00 FEET TO A POINT ON THE WEST LINE OF SAID SHERRELWOOD VILLAGE PLAT, ALSO BEING THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY;
2. $N 00^{\circ} 01^{\prime} 53^{\prime \prime}$ E, ALONG SAID WEST LINE, A DISTANCE OF 30.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. 2019000073502;
thence along the south, East and north lines of said deed, also being the east line of the PECOS STREET RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:
3. S $89^{\circ} 30^{\prime} 30 " \mathrm{~W}$, ALONG A LINE BEING PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
4. $\mathrm{N} 00^{\circ} 01^{\prime} 53^{\prime \prime} \mathrm{E}$, ALONG A LINE BEING 30.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 208.00 FEET TO A POINT BEING 20.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
5. N $89^{\circ} 30^{\prime} 30 " \mathrm{E}$, ALONG A LINE BEING 20.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST LINE OF SAID SHERRELWOOD VILLAGE PLAT, ALSO BEING THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT, BEING 50.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE N $00^{\circ} 01^{\prime} 53$ " E, ALONG SAID EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID SHERRELWOOD VILLAGE PLAT, AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 143,370 SQUARE FEET OR 3.291 ACRES, MORE OR LESS.

HOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.


NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

DR: J. ANTON
DS: T. GIRARD
P.M. T. GIRARD


## EXHIBIT

SOUTHEAST QUARTER, SECTION 28 \& NORTHEAST QUARTER, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,

COUNTY OF ADAMS, COLORADO



SE I/4 SEC. 28


CURVE AND LINE TABLE ON SHEET 4 OF 4

1 inch $=100 \mathrm{ft}$.
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

DS: T. GIRARD
P.M. T. GIRARD
 CIVIL ENGINEERING
DEVELOPMENT CONSULTING
NATURAL RESOURCES
LAND SURVEYING
$\qquad$

## EXHIBIT

SOUTHEAST QUARTER, SECTION 28 \& NORTHEAST QUARTER, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, COLORADO

| LINE TABLE |  |  |
| :---: | :---: | :---: |
| LINE \# | LENGTH | DIRECTION |
| L1 | $11.47^{\prime}$ | N $0^{\circ} 01^{\prime} 53{ }^{\prime \prime} \mathrm{E}$ |
| L2 | $90.00^{\prime}$ | $\mathrm{N} 89^{\circ} 58^{\prime} 07^{\prime \prime} \mathrm{W}$ |
| L3 | $30.01^{\prime}$ | $\mathrm{N} 0^{\circ} 01^{\prime} 533^{\prime \prime} \mathrm{E}$ |
| L4 | $20.00^{\prime}$ | $\mathrm{N} 0^{\circ} 01^{\prime} 533^{\prime \prime} \mathrm{E}$ |

## CURVE TABLE

| CURVE \# | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
| :---: | :---: | :---: | :---: | :---: | :---: |
| C 1 | $6.02^{\prime}$ | $38.00^{\prime}$ | $9^{\circ} 04^{\prime} 20^{\prime \prime}$ | N85 |  |
|  | $25^{\prime} 57^{\prime \prime} \mathrm{W}$ | $6.01^{\prime}$ |  |  |  |
| C 2 | $59.69^{\prime}$ | $38.00^{\prime}$ | $90^{\circ} 00^{\prime} 00^{\prime \prime}$ | $\mathrm{S} 45^{\circ} 01^{\prime} 53^{\prime \prime} \mathrm{W}$ | $53.74^{\prime}$ |

## EXHIBIT

NORTHEAST QUARTER, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, COLORADO

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING TRACTS B \& D, LOTS 1 THROUGH 4, BLOCK 1, AND A PORTION OF LOT 8, BLOCK 2, SHERRELWOOD VILLAGE, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2018000075940 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N $89^{\circ} 30^{\prime} 30 "$ E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 23519" TO THE NORTHEAST CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 7276", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, THENCE N 89³0'30" E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, ALSO BEING THE NORTHWEST CORNER OF SAID SHERRELWOOD VILLAGE PLAT AND THE POINT OF BEGINNING;
THENCE ALONG THE NORTH AND EAST LINES OF SAID SHERRELWOOD VILLAGE PLAT, THE FOLLOWING TWO (2) COURSES:

1. N $89^{\circ} 30^{\prime} 30 " \mathrm{E}$, A DISTANCE OF 279.36 FEET;
2. $\mathrm{S} 21^{\circ} 38^{\prime} 59^{\prime \prime} \mathrm{E}$, A DISTANCE OF 191.87 FEET TO THE EAST CORNER OF LOT 4, BLOCK 1;

THENCE S $12^{\circ} 19^{\prime} \mathbf{2 1}^{\prime \prime}$ W, ALONG THE SOUTHEAST LINE OF SAID LOT 4, BLOCK 1, A DISTANCE OF 57.53 FEET TO A POINT ON THE NORTH LINE OF WEST 79TH WAY RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE NORTH LINE OF SAID WEST 79TH WAY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF $09^{\circ} 04^{\prime} 20^{\prime \prime}$ AND AN ARC LENGTH OF 6.02 FEET, THE CHORD OF WHICH BEARS N $85^{\circ} 25^{\prime} 57{ }^{\prime \prime}$ W, A DISTANCE OF 6.01 FEET;
2. $\mathrm{N} 89^{\circ} 58^{\prime} 07{ }^{\prime \prime} \mathrm{W}$, A DISTANCE OF 204.00 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF $90^{\circ} 00^{\prime} 00^{\prime \prime}$ AND AN ARC LENGTH OF 59.69 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8;

THENCE N $00^{\circ} 01^{\prime} 53$ " E, A DISTANCE OF 11.47 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT B; THENCE ALONG THE SOUTH AND WEST LINES OF SAID TRACT B THE FOLLOWING TWO (2) COURSES:

1. N $89^{\circ} 58^{\prime} 07^{\prime \prime}$ W, A DISTANCE OF 90.00 FEET TO A POINT ON THE WEST LINE OF SAID SHERRELWOOD VILLAGE PLAT, ALSO BEING THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT;
2. $\mathrm{N} 00^{\circ} 01^{\prime} 533^{\prime \prime} \mathrm{E}$, ALONG SAID EAST LINE, A DISTANCE OF 30.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 2019000073502;

CONSULTANTS

## EXHIBIT

NORTHEAST QUARTER, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, COLORADO

## LEGAL DESCRIPTION CONTINUED:

THENCE ALONG THE SOUTH, EAST AND NORTH LINES OF SAID PARCEL OF LAND,, THE FOLLOWING THREE (3) COURSES:

1. N $89^{\circ} 30^{\prime} 30^{\prime \prime}$ E, ALONG A LINE BEING PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 188.00 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK 1 SAID SHERRELWOOD VILLAGE PLAT;
2. $\mathrm{N} 00^{\circ} 01^{\prime} 53^{\prime \prime} \mathrm{E}$, ALONG SAID WEST LINE, A DISTANCE OF 208.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT D;
3. $\operatorname{S~} 89^{\circ} 30^{\prime} 30^{\prime \prime} \mathrm{W}$, ALONG THE SOUTH LINE OF SAID TRACT D, A DISTANCE OF 188.00 FEET TO A POINT ON THE WEST LINE OF SAID SHERRELWOOD VILLAGE PLAT, AND THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY, BEING 50.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE N $00^{\circ} 01^{\prime} 53$ " E, ALONG SAID EAST LINE, BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID SHERRELWOOD VILLAGE PLAT, AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 38,549 SQUARE FEET OR 0.885 ACRES, MORE OR LESS.

THOMAS M. GIRARD COLORADO PLS 38151 FOR AND ON BEHALF OF CORE CONSULTANTS, INC.


## EXHIBIT

NORTHEAST QUARTER, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, COLORADO



1 inch $=60 \mathrm{ft}$.

| CURVE TABLE |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| CURVE \# | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
| C1 | $6.02^{\prime}$ | $38.00^{\prime}$ | $9^{\circ} 04^{\prime} 0^{\prime \prime}$ | N85 $5^{\circ} 25^{\prime} 57^{\prime \prime W}$ | $6.01^{\prime}$ |
| C 2 | $59.69^{\prime}$ | $38.00^{\prime}$ | $90^{\circ} 00^{\prime} 00{ }^{\prime \prime}$ | $\mathrm{S} 45^{\circ} 01^{\prime} 53^{\prime \prime} \mathrm{W}$ | $53.74^{\prime}$ |

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION P.M. T. GIRARD


CIVIL ENGINEERING DEVELOPMENT CONSULTING NATURAL RESOURCES LAND SURVEYING

## EXHIBIT

NORTHEAST QUARTER, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, COLORADO

LEGAL DESCRIPTION:
A PARCEL OF LAND BEING A PORTION OF SHERRELWOOD VILLAGE, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2018000075940 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR
N $89^{\circ} 30^{\prime} 30^{\prime \prime}$ E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 23519" TO THE NORTHEAST CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 7276", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, THENCE S $10^{\circ} 577^{\prime} 17{ }^{\prime \prime}$ E, A DISTANCE OF 262.37 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK 2, SAID SHERRELWOOD VILLAGE PLAT AND THE POINT OF BEGINNING;
THENCE S $89^{\circ} 58^{\prime} 07^{\prime \prime}$ E, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 90.00 FEET;
THENCE S $00^{\circ} 01^{\prime} 53^{\prime \prime}$ W, A DISTANCE OF 11.47 FEET TO A POINT ON THE WEST LINE OF THE OSAGE STREET RIGHT-OF-WAY AND A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE WEST LINE OF THE OSAGE STREET RIGHT-OF-WAY AND ALONG THE NORTH LINE OF THE WEST 79TH WAY RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT, THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF $90^{\circ} 00^{\prime} 00^{\prime \prime}$ AND AN ARC LENGTH OF 59.69 FEET, THE CHORD OF WHICH BEARS N $45^{\circ} 01^{\prime} 53^{\prime \prime}$ E, A DISTANCE OF 53.74 FEET;
2. S $89^{\circ} 58^{\prime} 07{ }^{\prime \prime} \mathrm{E}$, A DISTANCE OF 204.00 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 09º $04^{\prime} 20^{\prime \prime}$ AND AN ARC LENGTH OF 6.02 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, SAID SHERRELWOOD VILLAGE PLAT;

THENCE N $12^{\circ} 19^{\prime} 21^{\prime \prime}$ E, ALONG THE SOUTHEAST LINE OF SAID LOT 4, A DISTANCE OF 57.53 FEET TO A POINT ON THE EAST LINE SAID SHERRELWOOD VILLAGE PLAT;
THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID SHERRELWOOD VILLAGE PLAT, THE FOLLOWING NINE (9) COURSES:

1. $\mathrm{S} 21^{\circ} 38^{\prime} 59$ " E, A DISTANCE OF 75.05 FEET;
2. $\mathrm{S} 33^{\circ} 40^{\prime} 19^{\prime \prime} \mathrm{E}$, A DISTANCE OF 83.13 FEET;
3. $\mathrm{S} 14^{\circ} 37^{\prime} 52^{\prime \prime} \mathrm{E}$, A DISTANCE OF 76.08 FEET;
4. N $88^{\circ} 03^{\prime} 04^{\prime \prime}$ E, A DISTANCE OF 39.50 FEET;
5. S $01^{\circ} 01^{\prime} 29 " \mathrm{E}$, A DISTANCE OF 259.37 FEET TO A POINT ON THE NORTH LINE OF THE ELMWOOD PARK SUBDIVISION, RECORDED AT RECEPTION NO. C0184761, SAID COUNTY RECORDS;
6. S $89^{\circ} 32^{\prime} 44 " \mathrm{~W}$, ALONG SAID NORTH LINE, A DISTANCE OF 611.65 FEET TO THE SOUTHWEST CORNER OF SAID SHERRELWOOD VILLAGE PLAT, AND THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT;
7. N $00^{\circ} 01^{\prime} 53^{\prime \prime}$ E, ALONG SAID EAST LINE, A DISTANCE OF 556.60 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 307,507 SQUARE FEET OR 7.059 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.


NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

DR: J. ANTON
DATE: 05/05/2020
SHEET 1 OF 3

DS: T. GIRARD
P.M. T. GIRARD
 CONSULTANTS

CIVIL ENGINEARIN DEVELOPMENT CONSULTING NATURAL RESOURCES LAND SURVEYING

1950 W. Littleton Blvd., Ste. 109 LIttleton, CO 80120

## EXHIBIT

NORTHEAST QUARTER, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, COLORADO


## EXHIBIT

NORTHEAST QUARTER, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, COLORADO

| LINE TABLE |  |  |
| :---: | :---: | :---: |
| LINE \# | LENGTH | DIRECTION |
| L1 | 90.00' | S $89{ }^{\circ} 58^{\prime} 07{ }^{\prime \prime} \mathrm{E}$ |
| L2 | 11.47' | S 001'53" W |
| L3 | $75.05{ }^{\prime}$ | S $21^{\circ} 38^{\prime} 59$ " E |
| L4 | 83.13' | S 33040'19"E |
| L5 | 76.08 ' | S 14³7'52" E |
| L6 | 39.50' | N 88 ${ }^{\circ} 03^{\prime} 04{ }^{\prime \prime} \mathrm{E}$ |


| CURVE TABLE |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| CURVE \# | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
| C1 | 59.69' | 38.00' | 9000'00" | N45 ${ }^{\circ} 01^{\prime} 53{ }^{\prime \prime E}$ | 53.74 |
| C2 | 6.02' | 38.00' | $9^{\circ} 04{ }^{\prime 2}{ }^{\prime \prime}$ | S85 ${ }^{\circ} 25^{\prime} 57{ }^{\prime \prime E}$ | 6.01 ' |

P.M. T. GIRARD

CORE CONSULTANTS

## Land Title Guarantee Company <br> 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: RND70700124-3
Date: 05/14/2021
Property Address: 7996 AND 8000 PECOS STREET AND 7957 OSAGE , DENVER, CO 80221

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

For Closing Assistance
For Title Assistance
SANDY JOHNSON
5975 GREENWOOD PLAZA BLVD GREENWOOD VILLAGE, CO 80111
(303) 850-4126 (Work)
sajohnson@ltgc.com

## Agent for Seller

TERRACINA DESIGN
Attention: MICHAEL WEIHER
10200 E GIRARD AVE \#A314
DENVER, CO 80231
(303) 632-8867 (Work)
mweiher@terracinadesign.com
Delivered via: Electronic Mail

## Land Title Guarantee Company

## Estimate of Title Fees

Order Number:

## RND70700124-3

Date: 05/14/2021
Property Address: 7996 AND 8000 PECOS STREET AND 7957 OSAGE , DENVER, CO 80221
Parties:

> DELWEST DEVELOPMENT CORP., A COLORADO CORPORATION
> DELWEST DEVELOPMENT CORP, A COLORADO CORPORATION, AS TO THAT PORTION OF LAND DESCRIBED IN WARRANTY DEEDS RECORDED SEPTEMBER 5, 2019 UNDER RECEPTION NO. 2019000073502 AND SEPTEMBER 10, 2019 UNDER RECEPTION NO. 2019000075343 AND ELMWOOD POINTE LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO THAT PORTION OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JUNE 10, 2019 UNDER RECEPTION NO. 2019000044105 AND SHIRLEY DUNOMES, AS TO THAT PORTION OF LAND DESCRIBED IN WARRANTY DEED RECORDED MARCH 31, 2020 UNDER RECEPTION NO. 2020000029034 AND 7840 PECOS INVESTMENTS LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO THAT PORTION OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 16, 2018 UNDER RECEPTION NO. 20150000104930

| Estimate of Title insurance Fees |  |
| :---: | :---: |
| "TBD" Commitment | \$423.00 |
| RESEARCH INCOME-COMML | \$270.00 |
| TBD - TBD Income | \$-693.00 |
|  | Total \$0.00 |
| 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 06/10/2019 under reception no. 2019000044105
Adams county recorded 09/05/2019 under reception no. 2019000073502
Adams county recorded 09/10/2019 under reception no. 2019000075343
Adams county recorded 12/16/2015 under reception no.
$\underline{20150000104930}$
Adams county recorded 03/31/2020 under reception no. 2020000029031

## Plat Map(s):

Adams county recorded 09/18/2018 under reception no. 2018000075940

# ALTA COMMITMENT <br> <br> Old Republic National Title Insurance Company 

 <br> <br> Old Republic National Title Insurance Company}

## Schedule A

Order Number: RND70700124-3

## Property Address:

7996 AND 8000 PECOS STREET AND 7957 OSAGE , DENVER, CO 80221

1. Effective Date:

05/07/2021 at 5:00 P.M.
2. Policy to be Issued and Proposed Insured:
"TBD" Commitment \$0.00
Proposed Insured:
DELWEST DEVELOPMENT CORP., A COLORADO
CORPORATION
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:

DELWEST DEVELOPMENT CORP, A COLORADO CORPORATION, AS TO THAT PORTION OF LAND DESCRIBED IN WARRANTY DEEDS RECORDED SEPTEMBER 5, 2019 UNDER RECEPTION NO. 2019000073502 AND SEPTEMBER 10, 2019 UNDER RECEPTION NO. 2019000075343 AND ELMWOOD POINTE LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO THAT PORTION OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JUNE 10, 2019 UNDER RECEPTION NO. 2019000044105 AND SHIRLEY DUNOMES, AS TO THAT PORTION OF LAND DESCRIBED IN WARRANTY DEED RECORDED MARCH 31, 2020 UNDER RECEPTION NO. 2020000029034 AND 7840 PECOS INVESTMENTS LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO THAT PORTION OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 16, 2018 UNDER RECEPTION NO. 20150000104930
5. The Land referred to in this Commitment is described as follows:

A PARCEL OF LAND BEING TRACTS B \& D, LOTS 1 THROUGH 4, BLOCK 1 AND A PORTION OF LOT 8, BLOCK 2, SHERRELWOOD VILLAGE, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2018000075940 TOGETHER WITH THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2019000073502 AND THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2019000075343, ALL IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WTHIN THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR N $89^{\circ} 30^{\prime} 30^{\prime \prime}$ E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 23519" TO THE NORTHEAST CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 7276", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH QUARTER OF SAID SECTION 33, THENCE N $89^{\circ} 30^{\prime} 30 "$ E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY AS DEDICATED BY THAT RESOLUTION RECORDED IN BOOK 3270 AT PAGE 279, SAID ADAMS COUNTY RECORDS, ALSO BEING

## ALTA COMMITMENT

## Old Republic National Title Insurance Company

## Schedule A

Order Number: RND70700124-3

THE NORTHWEST CORNER OF SAID SHERRELWOOD VILLAGE PLAT AND THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN SAID DEED, RECEPTION NO. 2019000075343 AND THE POINT OF BEGINNING;
THENCE N $00^{\circ} 14^{\prime} 47{ }^{\prime \prime}$ W, ALONG THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY, AND THE WEST LINE OF SAID DEED, RECEPTION NO. 2019000075343 , ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 293.01 FEET TO THE NORTHWEST CORNER OF SAID DEED, RECEPTION NO. 2019000075343; THENCE S $82^{\circ} 41^{\prime} 00 "$ E, CONTINUING ALONG THE PECOS STREET RIGHT-OF-WAY AND THE NORTH LINE OF SAID DEED, A DISTANCE OF 8.10 FEET TO A POINT ON THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY AND THE WEST CORNER OF PARCEL D, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 3251 AT PAGE 924, SAID COUNTY RECORDS;
THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL D THE FOLLOWING THREE (3) COURSES:

1. S $76^{\circ} 46^{\prime} 55^{\prime \prime} \mathrm{E}$, A DISTANCE OF 178.58 FEET;
2. S $21^{\circ} 38^{\prime} 59^{\prime \prime}$ E, ALONG THE EAST LINES OF SAID DEED, RECEPTION NO. 2019000075343 AND THE EAST LINE OF SAID SHERRELWOOD VILLAGE PLAT, A DISTANCE OF 459.50 FEET TO THE EAST CORNER OF LOT 4, BLOCK 1;
THENCE S $12^{\circ} 19$ '21" W, ALONG THE SOUTHEAST LINE OF SAID LOT 4, BLOCK 1, A DISTANCE OF 57.53 FEET TO A POINT ON THE NORTH LINE OF WEST 79TH WAY RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT AND A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE NORTH LINE OF THE WEST 79TH WAY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:
3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF $09^{\circ} 04^{\prime} 20^{\prime \prime}$ AND AN ARC LENGTH OF 6.02 FEET, THE CHORD OF WHICH BEARS N $85^{\circ} 27^{\prime} 57^{\prime \prime}$ W, A DISTANCE OF 6.01 FEET;
4. N $89^{\circ} 58^{\prime} 07{ }^{\prime \prime}$ W, A DISTANCE OF 204.00 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF $90^{\circ} 00^{\prime} 00^{\prime \prime}$ AND AN ARC LENGTHOF 59.69 FEET;
THENCE N $00^{\circ} 01^{\prime} 53^{\prime \prime}$ E, A DISTANCE OF 11.47 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT B, SHERRELWOOD VILLAGE;
THENCE ALONG THE SOUTH AND WEST LINES OF SAID TRACT B THE FOLLOWING TWO (2) COURSES: 1. N $89^{\circ} 58^{\prime} 07{ }^{\prime \prime}$ W, A DISTANCE OF 90.00 FEET TO A POINT ON THE WEST LINE OF SAID SHERRELWOOD VILLAGE PLAT, ALSO BEING THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY;
6. N $00^{\circ} 01^{\prime} 53^{\prime \prime}$ E, ALONG SAID WEST LINE, A DISTANCE OF 30.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. $2019000073502 ;$ THENCE ALONG THE SOUTH, EAST AND NORTH LINES OF SAID DEED, ALSO BEING THE SOUTH LINE OF THE PECOS STREET RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:
7. S $89^{\circ} 30^{\prime} 30 " \mathrm{~W}$, ALONG A LINE BEING PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
8. $\mathrm{N} 00^{\circ} 01^{\prime} 53^{\prime \prime} \mathrm{E}$, ALONG A LINE BEING 30.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 208.00 FEET TO A POINT BEING 20.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
9. N $89^{\circ} 30^{\prime} 30^{\prime \prime}$ E, ALONG A LINE BEING 20.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF OF 20.00 FEET TO A POINT ON THE WEST LINE OF SAID SHERRELWOOD VILLAGE PLAT, ALSO BEING THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT, BEING 50.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
THENCE N $00^{\circ} 01^{\prime} 533^{\prime \prime}$ E, ALONG SAID EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION

## ALTA COMMITMENT <br> Old Republic National Title Insurance Company

## Schedule A

33, A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID SHERRELWOOD VILLAGE PLAT, AND THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
THOMAS M GIRARAD
COLORADO PLS 38151
FOR AND ON BEHALF OF CORE CONSULTANTS, INC.
1950 W LITTLETON BLVD., STE. 109
LITTLETON, CO 80120

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AMERICAN LAND TITLE ASSOCIATION


## ALTA COMMITMENT

## Old Republic National Title Insurance Company

Schedule B, Part I
(Requirements)
Order Number: RND70700124-3
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.

# ALTA COMMITMENT <br> Old Republic National Title Insurance Company <br> Schedule B, Part II <br> (Exceptions) 

Order Number: RND70700124-3

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. RIGHTS OF THE PUBLIC IN AND TO ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE RIGHT OF WAY OF PECOS STREET.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EXCLUSIVE EASEMENT FOR PIPELINE RECORDED DECEMBER 29, 1986 UNDER RECEPTION NO. B705776.
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF EASEMENT DESCRIBED WARRANTY DEED RECORDED APRIL 10, 1963 IN BOOK 1058 AT PAGE 371.
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF EASEMENTS DESCRIBED IN DEED RECORDED DECEMBER 29, 1986 IN BOOK 3251 AT PAGE 924.
13. TERMS, CONDITIONS AND PROVISIONS OF OPERATION AND MAINTENANCE MANUAL RECORDED APRIL 02, 2018 AT RECEPTION NO. 20180000026268.
14. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 2018-533 RECORDED AUGUST 16, 2018 AT RECEPTION NO. 2018000066629.

# ALTA COMMITMENT <br> Old Republic National Title Insurance Company <br> Schedule B, Part II 

(Exceptions)

Order Number: RND70700124-3
15. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 20108-534 RECORDED AUGUST 16, 2018 AT RECEPTION NO. 2018000066681.
16. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT DRAINAGE EASEMENT RECORDED SEPTEMBER 06, 2018 AT RECEPTION NO. $\mathbf{2 0 1 8 0 0 0 0 7 2 6 3 0}$ AND RECORDED APRIL 9, 2019 UNDER RECEPTION NO. 2019000025839.
17. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SHERRELWOOD VILLAGE RECORDED SEPTEMBER 18, 2018 UNDER RECEPTION NO. 2018000075940.

AFFIDAVIT OF PLAT CORRECTION RECORDED SEPTEMBER 4, 2019 UNDER RECEPTION NO. 2019000073330.
18. TERMS, CONDITIONS AND PROVISIONS OF SHERRELWOOD VILLAGE PLANNED UNIT DEVELOPMENTFINAL DEVELOPMENT PLAN RECORDED SEPTEMBER 18, 2018 AT RECEPTION NO. 2018000075941.
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COUNSTRUCTION AND DRAINAGE EASEMENT AGREEMENT RECORDED AUGUST 07, 2019 UNDER RECEPTION NO. 2019000063643.
20. 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 NOVEMBER 08, 2019, UNDER RECEPTION NO. 2019000096873 AND FIRST SUPPLEMENTAL DECLARATION RECORDED MARCH 23, 2020 UNDER RECEPTION NO. 2020000024705.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LIMITED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELMWOOD ESTATES ( A PLANNED COMMUNITY) RECORDED MAY 07, 2020 UNDER RECEPTION NO. 2020000041819.
22. DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, FROM ELMWOOD POINTE, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF MIDFIRST BANK, A FEDERALLLY CHARTERED SAVINGS ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS TO SECURE THE SUM OF \$12,202,280.00 RECORDED JUNE 10, 2019, UNDER RECEPTION NO. 2019000044106.
23. DEED OF TRUST TO THE PUBLIC TRUSTEE, SECURITY AGREEMENT, AND FINANCING STATEMENT DATED DECEMBER 26, 2019, FROM DELWEST DEVELOPMENT CORP., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF MERCY LOAN FUND, A A COLORADO NON-PROFIT CORPORATION TO SECURE THE SUM OF $\$ 1,250,000.00$ RECORDED DECEMBER 30, 2019, UNDER RECEPTION NO. 2019000114918.

## ALTA COMMITMENT

## Old Republic National Title Insurance Company

## Schedule B, Part II

(Exceptions)
Order Number: RND70700124-3
24. DEED OF TRUST DATED MARCH 27, 2020 FROM SHIRLEY DUNOMES TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. UNITED WHOLESALE MORTGAGE TO SECURE THE SUM OF $\$ 459,900.00$, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED MARCH 31, 2020, UNDER RECEPTION NO. 2020000029032.
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION APPROVING APPLICATION IN CASE \#PRC2020-00010; SHERRELWOOD VILLAGE PUD AMENDMENT RECORDED MARCH 11, 2021 UNDER RECEPTION NO. 2021000029929.

## 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.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

## 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 Company 

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 proforma 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


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


## Senior Vice President

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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# ALTA COMMITMENT <br> Old Republic National Title Insurance Company <br> Schedule B, Part II <br> (Exceptions) 

Order Number: RND70700124

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. RIGHTS OF THE PUBLIC IN AND TO ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE RIGHT OF WAY OF PECOS STREET.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EXCLUSIVE EASEMENT FOR PIPELINE RECORDED DECEMBER 29, 1986 UNDER RECEPTION NO. B705776.
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF EASEMENT DESCRIBED WARRANTY DEED RECORDED APRIL 10, 1963 IN BOOK 1058 AT PAGE 371.
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF EASEMENTS DESCRIBED IN DEED RECORDED DECEMBER 29, 1986 IN BOOK 3251 AT PAGE 924.
13. TERMS, CONDITIONS AND PROVISIONS OF OPERATION AND MAINTENANCE MANUAL RECORDED APRIL 02, 2018 AT RECEPTION NO. 20180000026268.
14. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 2018-533 RECORDED AUGUST 16, 2018 AT RECEPTION NO. 2018000066629.

# ALTA COMMITMENT <br> Old Republic National Title Insurance Company <br> Schedule B, Part II 

(Exceptions)

Order Number: RND70700124
15. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 20108-534 RECORDED AUGUST 16, 2018 AT RECEPTION NO. 2018000066681.
16. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT DRAINAGE EASEMENT RECORDED SEPTEMBER 06, 2018 AT RECEPTION NO. $\mathbf{2 0 1 8 0 0 0 0 7 2 6 3 0}$ AND RECORDED APRIL 9, 2019 UNDER RECEPTION NO. 2019000025839.
17. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SHERRELWOOD VILLAGE RECORDED SEPTEMBER 18, 2018 UNDER RECEPTION NO. 2018000075940.

AFFIDAVIT OF PLAT CORRECTION RECORDED SEPTEMBER 4, 2019 UNDER RECEPTION NO. 2019000073330.
18. TERMS, CONDITIONS AND PROVISIONS OF SHERRELWOOD VILLAGE PLANNED UNIT DEVELOPMENTFINAL DEVELOPMENT PLAN RECORDED SEPTEMBER 18, 2018 AT RECEPTION NO. 2018000075941.
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COUNSTRUCTION AND DRAINAGE EASEMENT AGREEMENT RECORDED AUGUST 07, 2019 UNDER RECEPTION NO. 2019000063643.
20. 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 NOVEMBER 08, 2019, UNDER RECEPTION NO. 2019000096873 AND FIRST SUPPLEMENTAL DECLARATION RECORDED MARCH 23, 2020 UNDER RECEPTION NO. 2020000024705.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LIMITED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELMWOOD ESTATES ( A PLANNED COMMUNITY) RECORDED MAY 07, 2020 UNDER RECEPTION NO. 2020000041819.
22. DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, FROM ELMWOOD POINTE, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF MIDFIRST BANK, A FEDERALLLY CHARTERED SAVINGS ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS TO SECURE THE SUM OF \$12,202,280.00 RECORDED JUNE 10, 2019, UNDER RECEPTION NO. 2019000044106.
23. DEED OF TRUST TO THE PUBLIC TRUSTEE, SECURITY AGREEMENT, AND FINANCING STATEMENT DATED DECEMBER 26, 2019, FROM DELWEST DEVELOPMENT CORP., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF MERCY LOAN FUND, A A COLORADO NON-PROFIT CORPORATION TO SECURE THE SUM OF $\$ 1,250,000.00$ RECORDED DECEMBER 30, 2019, UNDER RECEPTION NO. 2019000114918.

## ALTA COMMITMENT

Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)
Order Number: RND70700124
24. DEED OF TRUST DATED MARCH 27, 2020 FROM SHIRLEY DUNOMES TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. UNITED WHOLESALE MORTGAGE TO SECURE THE SUM OF $\$ 459,900.00$, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED MARCH 31, 2020, UNDER RECEPTION NO. $\underline{2020000029032 .}$

## 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 proforma 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


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


## Senior Vice President

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Date:
File Number:
Property:

May 28, 2021
21000310549
Sherrlwood Village Plat Correction 1, CO

Please direct all Title inquiries to:
Darrick Fehringer
Phone: (303) 780-4050
Email Address: darrick.fehringer@stewart.com

## REQUESTED BY:

Terracina Design
Delivery Method: Emailed

## OWNERS:

Elmwood North LLC, a Colorado limited liability company, 7840 Pecos Investments LLC, a Colorado limited liability company, Shirley Dunomes

## ATTACHED PLEASE FIND THE FOLLOWING:

Linked Informational Commitment

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY<br>sTEWART TITLE GUARANTY COMPANY

## 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:


Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
(303) 331-0333

Agent ID: 06J050


[^0]
## 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, this 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;
(f) Schedule B, Part II - Exceptions; and
(g) a countersignature 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.

[^1](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](http://www.alta.org/arbitration).

## STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

[^2]
## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

## ISSUED BY STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

| Issuing Agent: | Stewart Title Guaranty Company |
| :--- | :--- |
| Issuing Office: | 55 Madison Street, Suite 400, Denver, CO 80206 |
| Issuing Office's ALTA® Registry ID: | 1027978 |
| Loan ID Number: | N/A |
| Commitment Number: | 21000310549 |
| Issuing Office File Number: | 21000310549 |
| Property Address: | Sherrlwood Village Plat Correction 1, CO |

Revision Number:

1. Commitment Date: May 21, 2021 at 5:30 P.M.
2. Policy to be issued:

Proposed Policy Amount
(a) ALTA Owner's Policy
(b) ALTA Loan Policy
3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Elmwood North LLC, a Colorado limited liability company, as to Parcel I, 7840 Pecos Investments LLC, a Colorado limited liability company, as to Parcel II, Shirley Dunomes, as to Parcel III.
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

## STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

## STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued See Attached Statement of Charges

[^3] Company or its issuing agent that may be in electronic form.

# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A 

ISSUED BY
STEWART TITLE GUARANTY COMPANY

## EXHIBIT "A" SCHEDULE A

## LEGAL DESCRIPTION

A portion of the land described on Plat of SHERRELWOOD VILLAGE, recorded September 18, 2018 at Reception No. 2018000075940:

Bearings for this description are based on the North line of the Northeast Quarter of Section 33, Township 2 South, Range 68 West of the Sixth P.M., being assumed to bear N $89^{\circ} 30^{\prime} 30$ " E, from the North Quarter Corner of said Section 33, being a $3-1 / 4$ " aluminum cap in Range Box, PLS 7276 with all bearings contained herein relative thereto;

Commencing at the North quarter corner of said Section 33,
Thence N $89^{\circ} 30^{\prime} 30$ " E, along said North line, a distance of 30.00 Feet to a point on the East line of the Pecos Street Right-of-Way, and the Point of Beginning;

Thence N $89^{\circ} 30^{\prime} 30$ " E, along the North line of said Northeast quarter, also being the South line of that parcel of land recorded in Book 3254 at Page 139in the records of the Adams County Clerk and Recorder, a distance of 299.36 Feet to a point on the West line of that parcel of land recorded in Book 3251 at Page 924, said Adams County Records;

Thence along the West lines of said parcel of land, the following Two (2) courses:

1. S $21^{\circ} 38^{\prime} 59$ " E, a distance of 266.92 Feet;
2. $S 33^{\circ} 40^{\prime} 19^{\prime \prime} \mathrm{E}$, a distance of 83.13 Feet to a point on the West line of Lot 2, Kalcevic Subdivision Amended, as recorded at Reception No. B1041161, said Adams County Records;

Thence along the West lines of Lot 2 and Lot 1, Said Kalcevic Subdivision amended, the following Four (4) courses:

1. S $14^{\circ} 37^{\prime} 52^{\prime \prime}$ E, a distance of 76.08 Feet;
2. $\mathrm{N} 88^{\circ} 03^{\prime} 04^{\prime \prime} \mathrm{E}$, a distance of 39.50 Feet;
3. S $17^{\circ} 49^{\prime} 46$ " E, a distance of 104.05 Feet;
4. $\mathrm{S} 55^{\circ} 05^{\prime} 47^{\prime \prime} \mathrm{E}$, a distance of 112.26 Feet;

Thence $\mathrm{S} 01^{\circ} 01^{\prime} 29 \mathrm{E}$ E, a distance of 259.37 to a point on the North Line of the Elmwood Park Subdivision, as recorded at Reception No. CO184761, said Adams County Records;

Thence S $89^{\circ} 32^{\prime} 444^{\prime \prime}$ W, along the North line of said Elmwood Park Subdivision, a distance of 631.65 feet to a point on the East line of the Pecos Street Right-of-Way;

Thence $\mathrm{N} 00^{\circ} 01^{\prime} 53$ " E, along said East line of the Pecos Street Right-of-Way, a distance of 586.61 Feet to the Southwest corner of that exception parcel recorded in Book 746, at Page 180 of Said Adams County Records;

Thence $\mathrm{N} 89^{\circ} 30^{\prime} 30^{\prime \prime} \mathrm{E}$, along the South line of said exception parcel, a distance of 208.00 Feet to the Southeast corner of said exception parcel;

Thence $N 00^{\circ} 01^{\prime} 53^{\prime \prime} \mathrm{E}$, along a line being parallel to the West line of the Northeast quarter of said Section 33, a distance of 208.00 feet to a point being 20.00 Feet South of the North line of the Northeast quarter of Said Section 33;

[^4] Company or its issuing agent that may be in electronic form.

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

## ISSUED BY <br> STEWART TITLE GUARANTY COMPANY

Thence S $89^{\circ} 30^{\prime} 30^{\prime \prime}$ W, along a line being 20.00 Feet South of and parallel to the North line of the Northeast quarter of said said Section 33, a distance of 208.00 Feet to the Northwest corner of said exception parcel and a point on the East line of the Pecos Street Right-of-Way;

Thence $\mathrm{N} 00^{\circ} 01^{\prime} 533^{\prime \prime} \mathrm{E}$, along the East line of said Pecos Street Right-of-Way, a distance of 20.00 Feet to the Point of Beginning.
County of Adams,
State of Colorado.
MORE PARTICULARLY DESCRIBED AS:
PARCEL I:
Lots 1 through 4, Block 1, SHERRELWOOD VILLAGE, County of Adams,
State of Colorado.
PARCEL II:
Tract B and Tract D,
SHERRELWOOD VILLAGE,
County of Adams,
State of Colorado.
PARCEL III:
Lot 8, Block 2,
SHERRELWOOD VILLAGE, County of Adams,
State of Colorado.

[^5] Company or its issuing agent that may be in electronic form.
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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A 

# STATEMENT OF CHARGES 

Informational Commitment
FEE:
$\$ 500.00$

Tax Information:
(Sch. \# 0171933124035
0171933124036
0171933124037
0171933124038
0171933124039
0171933124057
$0171933124058)$ :

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 21000310549
All of the following Requirements must be met:

1. The 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
5. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record:

## NONE

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II 

ISSUED BY<br>STEWART TITLE GUARANTY COMPANY

## Exceptions

File No.: 21000310549
THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Terms, conditions, provisions, burdens and obligations of Easements described in Deed recorded December 29, 1986, in Book 3251 at Page 924.
10. Operation and Maintenance Manual for Sherrelwood Village recorded April 2, 2018, at Reception No. 2018000026268.
11. Resolution 2018-533 Approving Application in Case \#PRC2016-00008, recorded August 16, 2018, at Reception No. 2018000066629.
12. Resolution 20108-534 Approving Subdivision Improvements Agreement, recorded August 16, 2018, at Reception No. 2018000066681.
[^6][^7]
## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

## Exceptions

13. Deed of Perpetual Underground Waterline Easement, recorded August 30, 2018, at Reception No. 2018000070760.
14. Planned Unit Development Plan, recorded September 18, 2018, at Reception No. 2018000075941.
15. Easements, notes, restrictions and rights-of-way, as set forth on the plat of Sherrelwood Village, recorded September 18, 2018, at Reception No. 2018000075940.
NOTE: Affidavit of plat Correction, recorded September 4, 2019, at Reception No. 2019000073330.
16. Construction and Drainage Easement Agreement, recorded September 7, 2019, at Reception No. 2019000063643.
17. Declaration of Covenants, Conditions, and Restrictions, recorded November 11, 2019, at Reception No. 2019000096873.

NOTE: First Supplemental Declaration, recorded March 23, 2020, at Reception No. 2020000024705.
NOTE: Limited Amendment, recorded May 7, 2020, at Reception No. 2020000041819.
18. Deed of Trust dated March, executed by Shirley Dunomes, to the Public Trustee of Adams County, securing indebtedness in the amount of $\$ 459,900.00$, in favor of United Wholesale Mortgage, recorded March 31, 2020, as Reception No. 2020000029032.
NOTE: As to Parcel III.
19. Resolution 2021-177 Approving Application in Case \#PRC2020-0001- recorded March 11, 2021 at Reception No. 2021000029929.
20. Deed of Trust dated May 10, 2021, executed by Elmwood North LLC, a Colorado limited liability company, to the Public Trustee of Adams County, securing indebtedness in the amount of $\$ 1,080,000.00$, in favor of First American State Bank, recorded May 13, 2021, as Reception No. 2021000058942. NOTE: As to Parcel I.
21. Existing leases and tenancies.

NOTE: Upon receipt by the Company of the Commercial Lien Affidavit, this exception may be modified or deleted.

Stewart Title Guaranty Company -
Commercial Services
55 Madison Street, Suite 400
Denver, CO 80206
Phone
Fax

## MINERAL DISCLOSURE

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:
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 a 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: THIS DISCLOSURE APPLIED ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

## STG Privacy Notice Stewart Title Companies

## WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business-to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information. | Do we share | Can you limit this sharing? |
| :--- | :---: | :---: |
| For our everyday business purposes- to process your <br> transactions and maintain your account. This may include running the <br> business and managing customer accounts, such as processing <br> transactions, mailing, and auditing services, and responding to court <br> orders and legal investigations. | Yes |  |
| For our marketing purposes- to offer our products and services to <br> you. | Yes | No |
| For joint marketing with other financial companies | No | No |
| For our affiliates' everyday business purposes- information <br> about your transactions and experiences. Affiliates are companies <br> related by common ownership or control. They can be financial and <br> non-financial companies. Our affiliates may include companies with a <br> Stewart name; financial companies, such as Stewart Title Company | Yes | No don't share |
| For our affiliates' everyday business purposes- information <br> about your creditworthiness. | No | We don't share |
| For our affiliates to market to you - For your convenience, <br> Stewart has developed a means for you to opt out from its affiliates <br> marketing even though such mechanism is not legally required. | Yes | Yes, send your first and last name, the email <br> address used in your transaction, your <br> Stewart file number and the Stewart office |
| location that is handling your transaction by |  |  |
| email to optout@stewart.com or fax to |  |  |
| $1-800-335-9591$. |  |  |$|$| We don't share |
| :--- |
| For non-affiliates to market to you. Non-affiliates are companies <br> not related by common ownership or control. They can be financial <br> and non-financial companies. |

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

## SHARING PRACTICES

| How often do the Stewart Title Companies notify me <br> about their practices? | We must notify you about our sharing practices when you request a <br> transaction. |
| :--- | :--- |
| How do the Stewart Title Companies protect my <br> personal information? | To protect your personal information from unauthorized access and use, we <br> use security measures that comply with federal law. These measures <br> include computer, file, and building safeguards. |
| How do the Stewart Title Companies collect my <br> personal information? | We collect your personal information, for example, when you <br> request insurance-related services <br> r provide such information to us |
| We also collect your personal information from others, such as the real <br> estate agent or lender involved in your transaction, credit reporting agencies, <br> affiliates or other companies. |  |
| What sharing can I limit? | Although federal and state law give you the right to limit sharing (e.g., <br> opt out) in certain instances, we do not share your personal information <br> in those instances. |

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

## Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

| Category | Examples | Collected? |
| :---: | :---: | :---: |
| A. Identifiers. | A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers. | YES |
| B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). | A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories. | YES |
| C. Protected classification characteristics under California or federal law. | Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information). | YES |
| D. Commercial information. | Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies. | YES |
| E. Biometric information. | Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data. | YES |
| F. Internet or other similar network activity. | Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement. | YES |
| G. Geolocation data. | Physical location or movements. | YES |
| H. Sensory data. | Audio, electronic, visual, thermal, olfactory, or similar information. | YES |
| I. Professional or employment-related information. | Current or past job history or performance evaluations. | YES |
| J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)). | Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records. | YES |
| K. Inferences drawn from other personal information. | Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes. | YES |

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.


## Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

## Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

```
Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D:Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences
```


## Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.


## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.
You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.
A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

## Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.


## Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.

## Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

| Phone: | Toll Free at 1-866-571-9270 |
| :--- | :--- |
| Website: | http://stewart.com/ccpa |
| Email: | Privacyrequest@stewart.com |
| Postal Address: | Stewart Information Services Corporation <br> Attn: Mary Thomas, Deputy Chief Compliance Officer <br> 1360 Post Oak Blvd., Ste. 100, MC \#14-1 <br> Houston, TX 77056 |

5325 Zuni, Room 728
Denver, CO, 80221
September 29, 2020

Rose Gallucci
Delwest Development Corp
155 South Madison St. Suite 326
Denver, CO 80209
D: 720-708-4065
F: 303-974*5239
E: rose@delwest.com
W: www.delwest.com

RE: 7996 N. Pecos St and 8000 N. Pecos St. in Unincorporated Adams County, State of Colorado.
Recently you approached CenturyLink about providing a "Will Serve" letter to serve 7996 N. Pecos St and 8000 N. Pecos St. in Unincorporated Adams County, State of Colorado. CenturyLink appreciates the opportunity to provide Delwest Development Corp. with its future communication needs.

In response to the request for a commitment to serve, CenturyLink will work with Delwest Development Corp. on determining what the needs will be. Upon such determination, CenturyLink will undertake an analysis of the construction required and the cost to complete that construction. It is only at that point and given the prevailing Tariffs that CenturyLink will make a determination on whether it can or cannot provide service.

As you may or may not know, many of the telecommunications services provided by CenturyLink are regulated and the services you request will be provided for under the tariffs on file with the Colorado Public Utilities Commission.

If there are any further questions, or if I can be of any help, please do not hesitate to call me on 720-578-3560.
Regards,

Robert Davis
Sr. Local Network Engineer
5325 Zuni Street, Room 728
Denver, CO 80221
720-548-3560
Robert.Davis@CenturyLink.com

## COMCAST

September 29, 2020

# Delwest Development Corporation 

C/O Derrell Schreiner
155 S Madison St Suite 326
Denver CO 80209

RE: Elmwood North<br>7996 N Pecos St., 8000 N Pecos St<br>Denver, CO 80221

Dear Derrell Schreiner:

Please accept this letter as confirmation of Comcast Cable Corporation ability to provide cable service to the captioned location. The project consists of 50 townhomes. The provision of service is contingent upon successful negotiations of an agreement between the developer and Comcast Cable Corporation.

If you have any questions at all, please contact Brian Jones at (303) 603-5661, or me with the information below.

Sincerely,

Sean Hofer<br>Xfinity Communities<br>303-603-2019<br>Sean_hofer@cable.comcast.com

May 17, 2021
Rose Gallucci
Delwest Development Corp.
155 S. Madison St. Ste. 326
Denver, CO 80209

## RE: City Water and Wastewater Service for 8000 N Pecos St and 7996 Pecos St

Dear Ms. Galucci,
This letter is to confirm that currently there is adequate capacity in the City of Thornton (City) water and wastewater systems to serve the above-identified property subject to the limitations stated below. However, please be aware that the City does not guarantee capacity of proposed developments indefinitely or capacity for future developments. System capacity must be verified at the time of development.

The extension of City water and wastewater mains and service connections necessary to serve this property shall be installed at the expense of the property owner/developer. The design and installation of all water and wastewater improvements shall conform to all ordinances and regulations, codes and specifications in effect at the time of development. Also, the property owner shall comply with all the requirements of any utility extension agreements or other agreements that may affect this property. This property will need to comply with the most current ordinances applicable to water and sewer rates and charges.

System capacity is based on a use consistent with development plans and can be affected by drought, emergency or lack of available water resources. The City has the authority to and may suspend the issuance of new water taps and connections to the City water mains for an indefinite period of time for these reasons, and/or take other emergency measures that may affect the availability of water service.

This letter is valid for a period of one (1) year from the date of this letter.
Please contact me at 720-977-6600 or Emily.Hunt@ThorntonCO.gov if you have any questions.
Sincerely,


[^8]cc: Cassie Free, Development Engineering Manager
Todd Rullo, Deputy Infrastructure Director - Operations

## WILL SERVE LETTER

October 1, 2020

Derrell Schreiner<br>Delwest Development Corp<br>155 S. Monroe St Suite 326<br>Denver CO 80209.

Re: Sherrelwood Village
Dear Derrell,,
This letter is to confirm that Xcel Energy is your utility provider for natural gas and electrical service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at Sherrelwood Village.

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. https://www.xcelenergy.com/staticfiles/xe-responsive/Admin/Managed Documents \& PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdfEasement 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,
Patrick Quinn
Xcel Energy Designer

[^9]
# Adams County Treasurer <br> Receipt of Tax Payment 

| Account | Parcel Number | Receipt Date | Effective Date | Receipt Number |
| :--- | :--- | :--- | :--- | :--- |
| R0067193 | 0171933100009 | May 7, 2020 | Apr 30, 2020 | 2020-05-05-SO-7212 |

DELWEST DEVELOPMENT CORP
155 S MADISON ST STE 326
DENVER, CO 80209-3069


WE ARE EXPANDING TO SERVE YOU BETTER! WATCH FOR NEW LOCATIONS ON OUR WEBSITE!
4430 S ADAMS COUNTY PKWY C2436
BRIGHTON CO 80601
MON - FRI 7 AM - 5 PM
720-523-6160
ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

| Account | As of Date | Parcel Number | Owner |
| :--- | :--- | :--- | :--- |
| R0067193 | 08/06/2019 | 0171933100009 | LA JEUNESSE ROBERT MARTIN |
| Legal: | SECT,TWN,RNG:33-2-68 DESC: BEG AT A PT ON E LN N PECOS ST 20 FT S |  |  |
|  | OF N LN SEC 33 TH S ALG E LN PECOS ST 208 FT TH E 208 FT TH N AT |  |  |
|  | R/A 208 FT M/L TO A PT 20 FT S OF N LN SD SEC TH W 208 FT M/L TO POB |  |  |
|  | 1A |  |  |
| Situs | 7996 PECOS ST |  |  |
| Address: |  |  |  |
| Year |  | Tax |  |
| Total |  | $\$ 0.00$ | $\$ 0.00$ |

# Adams County Treasurer <br> Receipt of Tax Payment 

| Account | Parcel Number | Receipt Date | Effective Date | Receipt Number |
| :--- | :--- | :--- | :--- | :--- |
| R0060226 | 0171928400003 | May 7, 2020 | Apr 30, 2020 | 2020-05-05-SO-7212 |

DELWEST DEVELOPMENT CORP<br>155 S MADISON ST STE 326<br>DENVER, CO 80209-3069

| Situs Address | Payor |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 8000 PECOS ST | DELWEST DEVELOPMENT CORP 155 S MADISON ST STE 326 DENVER, CO 80209-3069 |  |  |  |  |
| Legal Description |  |  |  |  |  |
| SECT,TWN,RNG:28-2-68 DESC: PT OF SE4 OF SEC 28 DESC AS FOLS BEG AT N4 COR OF SEC 33 TH E 30 FT TO TRUE POB TH N $295 / 42$ FT TH S 82 D 26 M E $20 / 18$ FT TH S 82 D 26 M E $8 / 04$ FT TH S 76 D 32 M E $178 / 58$ FT TH S 21 D 24 M E $268 / 24$ FT TH W 299/53 FT TO TRUE POB EXC RD 1/48SECT, TWN, RNG 33-2-68 DESC: BEG AT THE N4 COR OF SEC 33 TH N 89D 55M 33S E A DIST OF 30 FT TO A PT SD PT BEING THE POB TH THE FOL COURSES AND DIST N 00D 00M 00S E 295/42 FT S 82D 26M 14S E $20 / 18$ FT S 82D 26M 14S E 8/04 FT S 76D 32M 09S E $178 / 58$ FT S 21D 24M 11S E 268/24 FT S 89D 55M 33S W 299/53 FT TO THE POB 1/48A |  |  |  |  |  |
| Property Code | Actual | Assessed | Year | Area | Mill Levy |
| COMM LND SPEC PURPOS - 2130 | 117,792 | 34,160 | 2019 | 490 | 119.274 |
| SPECIAL PURPOSE - 2230 | 312 | 90 | 2019 | 490 | 119.274 |
| SCHOOL DIST LND - 9142 | 259,350 | 75,210 | 2019 | 490 | 119.274 |
| SCHOOL DIST IMPROV - 9242 | 688 | 200 | 2019 | 490 | 119.274 |
| Payments Received |  |  |  |  |  |
| Check | Multi-Account Payment |  |  |  |  |

Check Number 7757
Payor Delwest Development Corporation

Payments Applied

| Year | Charges | Billed | Prior Payments | New Payments | Balance |
| :--- | :--- | ---: | ---: | ---: | ---: |
| 2019 | Tax Charge | $\$ 4,085.14$ | $\$ 20.00$ | $\$ 4,065.14$ | $\$ 0.00$ |
|  |  |  | $\$ 4,065.14$ | $\$ 0.00$ |  |
|  |  | Balance Due as of Apr 30, 2020 |  | $\$ 0.00$ |  |

WE ARE EXPANDING TO SERVE YOU BETTER! WATCH FOR NEW LOCATIONS ON OUR WEBSITE!
4430 S ADAMS COUNTY PKWY C2436
BRIGHTON CO 80601
MON - FRI 7 AM - 5 PM
720-523-6160
ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

# Adams County Treasurer <br> Receipt of Tax Payment 

| Account | Parcel Number | Receipt Date | Effective Date | Receipt Number |
| :--- | :--- | :--- | :--- | :--- |
| R0198066 | 0171933124039 | May 7, 2020 | Apr 30, 2020 | 2020-05-05-SO-7212 |

ELMWOOD POINTE LLC
155 S MADISON ST STE 326
DENVER, CO 80209-3069

| Situs Address | Payor |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1485 W 79TH WAY | ELMWOOD POINTE LLC 155 S MADISON ST STE 326 DENVER, CO 80209-3069 |  |  |  |  |
| Legal Description |  |  |  |  |  |
| SHERRELWOOD VILLAGE BLK 1 LOT 4 |  |  |  |  |  |
| Property Code | Actual | Assessed | Year | Area | Mill Levy |
| VACANT RESIDENTIAL - 0100 | 17,586 | 5,100 | 2019 | 490 | 119.274 |
| Payments Received |  |  |  |  |  |
| Check | Multi-Account Payment |  |  |  |  |
| Check Number 7757 |  |  |  |  |  |
| Payor Delwest Development Corporation |  |  |  |  |  |


| Payments Applied |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Year | Charges | Billed | Prior Payments | New Payments | Balance |
| 2019 | Tax Charge | \$608.30 | \$0.00 | \$608.30 | \$0.00 |
|  |  |  |  | \$608.30 | \$0.00 |
| Balance Due as of Apr 30, 2020 |  |  |  |  | \$0.00 |

WE ARE EXPANDING TO SERVE YOU BETTER! WATCH FOR NEW LOCATIONS ON OUR WEBSITE!
4430 S ADAMS COUNTY PKWY C2436
BRIGHTON CO 80601
MON - FRI 7 AM - 5 PM
720-523-6160
ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

# Adams County Treasurer <br> Receipt of Tax Payment 

| Account | Parcel Number | Receipt Date | Effective Date | Receipt Number |
| :--- | :--- | :--- | :--- | :--- |
| R0198065 | 0171933124038 | May 7, 2020 | Apr 30, 2020 | 2020-05-05-SO-7212 |

ELMWOOD POINTE LLC
155 S MADISON ST STE 326
DENVER, CO 80209-3069

| Situs Address | Payor |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1493 W 79TH WAY | ELMWOOD POINTE LLC 155 S MADISON ST STE 326 DENVER, CO 80209-3069 |  |  |  |  |
| Legal Description |  |  |  |  |  |
| SHERRELWOOD VILLAGE BLK 1 LOT 3 |  |  |  |  |  |
| Property Code | Actual | Assessed | Year | Area | Mill Levy |
| VACANT RESIDENTIAL - 0100 | 17,586 | 5,100 | 2019 | 490 | 119.274 |
| Payments Received |  |  |  |  |  |
| Check | Multi-Account Payment |  |  |  |  |
| Check Number 7757 |  |  |  |  |  |
| Payor Delwest Development Corporation |  |  |  |  |  |


| Payments Applied |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Year | Charges | Billed | Prior Payments | New Payments | Balance |
| 2019 | Tax Charge | \$608.30 | \$0.00 | \$608.30 | \$0.00 |
|  |  |  |  | \$608.30 | \$0.00 |
| Balance Due as of Apr 30, 2020 |  |  |  |  | \$0.00 |

WE ARE EXPANDING TO SERVE YOU BETTER! WATCH FOR NEW LOCATIONS ON OUR WEBSITE!
4430 S ADAMS COUNTY PKWY C2436
BRIGHTON CO 80601
MON - FRI 7 AM - 5 PM
720-523-6160
ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

# Adams County Treasurer <br> Receipt of Tax Payment 

| Account | Parcel Number | Receipt Date | Effective Date | Receipt Number |
| :--- | :--- | :--- | :--- | :--- |
| R0198064 | 0171933124037 | May 7, 2020 | Apr 30, 2020 | 2020-05-05-SO-7212 |

ELMWOOD POINTE LLC
155 S MADISON ST STE 326
DENVER, CO 80209-3069

| Situs Address | Payor |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1501 W 79TH WAY | ELMWOOD POINTE LLC 155 S MADISON ST STE 326 DENVER, CO 80209-3069 |  |  |  |  |
| Legal Description |  |  |  |  |  |
| SHERRELWOOD VILLAGE BLK 1 LOT 2 |  |  |  |  |  |
| Property Code | Actual | Assessed | Year | Area | Mill Levy |
| VACANT RESIDENTIAL - 0100 | 17,586 | 5,100 | 2019 | 490 | 119.274 |
| Payments Received |  |  |  |  |  |
| Check | Multi-Account Payment |  |  |  |  |
| Check Number 7757 |  |  |  |  |  |
| Payor Delwest Development Corporation |  |  |  |  |  |


| Payments Applied |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Year | Charges | Billed | Prior Payments | New Payments | Balance |
| 2019 | Tax Charge | \$608.30 | \$0.00 | \$608.30 | \$0.00 |
|  |  |  |  | \$608.30 | \$0.00 |
| Balance Due as of Apr 30, 2020 |  |  |  |  | \$0.00 |

WE ARE EXPANDING TO SERVE YOU BETTER! WATCH FOR NEW LOCATIONS ON OUR WEBSITE!
4430 S ADAMS COUNTY PKWY C2436
BRIGHTON CO 80601
MON - FRI 7 AM - 5 PM
720-523-6160
ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

# Adams County Treasurer <br> Receipt of Tax Payment 

| Account | Parcel Number | Receipt Date | Effective Date | Receipt Number |
| :--- | :--- | :--- | :--- | :--- |
| R0198063 | 0171933124036 | May 7, 2020 | Apr 30, 2020 | 2020-05-05-SO-7212 |

ELMWOOD POINTE LLC
155 S MADISON ST STE 326
DENVER, CO 80209-3069

| Situs Address | Payor |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1517 W 79TH WAY | ELMWOOD POINTE LLC 155 S MADISON ST STE 326 DENVER, CO 80209-3069 |  |  |  |  |
| Legal Description |  |  |  |  |  |
| SHERRELWOOD VILLAGE BLK 1 LOT 1 |  |  |  |  |  |
| Property Code | Actual | Assessed | Year | Area | Mill Levy |
| VACANT RESIDENTIAL-0100 | 17,586 | 5,100 | 2019 | 490 | 119.274 |
| Payments Received |  |  |  |  |  |
| Check | Multi-Account Payment |  |  |  |  |
| Check Number 7757 |  |  |  |  |  |
| Payor Delwest Development Corporation |  |  |  |  |  |


| Payments Applied |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Year | Charges | Billed | Prior Payments | New Payments | Balance |
| 2019 | Tax Charge | \$608.30 | \$0.00 | \$608.30 | \$0.00 |
|  |  |  |  | \$608.30 | \$0.00 |
| Balance Due as of Apr 30, 2020 |  |  |  |  | \$0.00 |

WE ARE EXPANDING TO SERVE YOU BETTER! WATCH FOR NEW LOCATIONS ON OUR WEBSITE!
4430 S ADAMS COUNTY PKWY C2436
BRIGHTON CO 80601
MON - FRI 7 AM - 5 PM
720-523-6160
ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

## CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, Delwest Development Corp.
(the "Applicant") by signing below, hereby declare and certify as follows:
With respect to the property located at:
Physical Address: 7996 Pecos St. Denver, CO 80221
Legal Description: SECT, TWN, RNG:33-2-68 DESC: BEG AT A PT ON E LN N PECOS ST 20 FT S OF N LN SEC 33 TH S ALG E LN
Parcel \#(s):
TO POBIA
01719331000009
(PLEASE CHECK ONE):
$\qquad$ On the $\qquad$ day of $\qquad$ , 20 $\qquad$ , 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; 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: 6/1/2021 Applicant:
By:
Print Name:
Address:
 COUNTY OF ADAMS )

Subscribed and sworn to before me this $\qquad$ day of June $\qquad$ , 2021, by Delwest Development Corp.
Witness my hand and official seal.
My Commission expires:


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) <br> I/We, Delwest Development Corp. <br> , (the "Applicant") by signing below, hereby declare and certify as follows:

Concerning the property located at:
Physical Address:
7996 Pecos St. Denver, CO 80221
Legal Description: SECT, TWN, RNG:33-2-68 DESC: BEG AT A PT ON E LN N PECOS ST 20 FT S OF N LN SEC 33 TH
PECOS ST 208 FT TH E 208 FT TH N AT R/A 208 FT M/L TO A PT PT 20 FT S OF N LN SEC 33 TH S ALG E LN
Parcel \#(s): 01719331000009
With respect to qualifying surface developments, that (PLEASE CHECK ONE):
$\qquad$ 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: 6/1/2021
After Recording Return To:


## STATE OF COLORADO

## COUNTY OF ADAMS ()

Subscribed and sworn to before me this $1^{\text {st }}$ day of June_, 2021, by
Delwest Developmnt Corf.
Witness my hand and official seal.
My Commission expires:-10/8/2024


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.

## CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, Delwest Development Corp.
(the "Applicant") by signing below, hereby declare and certify as follows:
With respect to the property located at:
Physical Address: 8000 Pecos St. Denver, CO 80221
Legal Description: SUB: PERL MACK MANOR SEVENTH FILING BLK: 37 DESC: N 24 FT OF LOT 21 ALL LOTS 22 THRU 24
Parcel \#(s):
0171928400003
(Please check one):
$\qquad$ On the On the , , which is not less than thirty days to mineral estate owners pursuant to section 24-65.5-103 of the development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;
or
$\qquad$ 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: 6/1/2021

STATE OF COLORADO )
COUNTY OF ADAMS )


Subscribed and sworn to before me this Delwest Derelopmeat Corp

Witness my hand and official seal.
My Commission expires:


Notary Public
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) <br> I/We, Delwest Development Corp. <br> , (the "Applicant") by signing below, hereby declare and certify as follows: 

Concerning the property located at:
Physical Address:
8000 Pecos St. Denver, CO 80221

Parcel \#(s):

$$
-0171928400003
$$

With respect to qualifying surface developments, that (PLEASE CHECK ONE):
$x \quad$ 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: 6/1/2021

After Recording Return To:


## STATE OF COLORADO

Subscribed and sworn to before me this Delwst Developrnat Corp.
$\square$ day of $\qquad$ , 2021, by

Witness my hand and official seal.
My Commission expires: $10 / 8 / 2024$

Solos RCalhor
Notary Public

Name and Address of Person Preparing Legal Description:
MY COMMISSION EXPIRES OCTOBER 8, 2024

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.

# Kimley»Horn 

December 6, 2020

Ms. Melissa Hale
Delwest Development Corp.
155 South Madison Street
Suite 326
Denver, CO 80209
Re: Elmwood North Traffic Study
Adams County, Colorado
Dear Ms. Hale:
This letter documents a traffic study prepared for a proposed Elmwood North residential neighborhood project to be located at the Pecos Street and 79th Way intersection in Adams County, Colorado. The development is located along the east side of Pecos Street, approximately halfway between US-36 and 84th Avenue. The residential neighborhood development currently proposes 41 single family detached homes and 48 multi-family townhome units. A vicinity map illustrating the location of the project site is attached in Figure 1.

The surrounding area primarily consists of single-family residences with a multifamily building located on the northwest corner of the $79^{\text {th }}$ Way and Pecos Street intersection. Sherrelwood Park and Sherrelwood Elementary School are located to the northeast of the project. The proposed development is located approximately 0.7 miles north of US Highway 36 and 1.8 miles west of Interstate 25. The site area within the project study area is shown in the aerial of attached Figure 2. A site plan for the proposed development is also attached.

The purpose of this letter is to identify the amount of traffic associated with this proposed development based on the expected trip generation, trip distribution, and traffic assignment. An operational analysis and vehicle queue calculations for the proposed Elmwood North project were performed. Project traffic was assigned to the key intersections and project driveways within the study limits. It is expected that project construction will be completed within the next year; therefore, analysis was performed for the 2022 short term build out horizon as well as the 2040 long-term twenty-year horizon.

## Existing Roadway Network and Traffic Counts

Regional access to the Elmwood North project is provided by Interstate 25 and US Highway 36. Primary access will be provided by Pecos Street. Direct access to the site will be provided by two full movements accesses on the east side of Pecos Street, one to align with existing Sherrelwood Drive, and the other is already constructed approximately halfway between $79^{\text {th }}$ Way and Elmwood Lane. The following intersections were analyzed in this traffic study letter in accordance with Adams County standards and requirements:

- $\quad$ Sherrelwood Drive and Pecos Street (Northern Access)
- $\quad 79^{\text {th }}$ Way and Pecos Street
- Elmwood Place and Pecos Street (Southern Access)


## Kimley»Horn

Pecos Street extends north-south with a two-way left turn lane and two through lanes in each direction with a speed limit of 35 miles per hour adjacent to the site. Sherrelwood Drive extends east-west with one through lane in each direction and has a posted speed limit of 25 miles per hour in the vicinity of the site. $79^{\text {th }}$ Way extends east-west with one through lane in each direction and a posted speed limit of 25 miles per hour in the vicinity of the site. The intersection of Sherrelwood Drive and Pecos Street is signalized, which operates with permitted only left turn phasing in the northbound approach. The intersection of $79^{\text {th }}$ Way and Pecos Street operates with stop control on the eastbound approach. The existing lane configuration and control of the key intersections is shown in attached Figure 3

Morning and afternoon peak hour turning movement counts were performed at the key intersections on Tuesday, March 10, 2020. The weekday counts were conducted in 15minute intervals during the morning and afternoon peak hours of adjacent street traffic from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM. The existing peak hour counts of the key intersections are shown in attached Figure 4, with count sheets attached as well.

## Trip Generation

Site-generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land use to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the Trip Generation Manual published by the Institute of Transportation Engineers (ITE). ITE has established trip rates in nationwide studies of similar land uses. Trip generation is based on the ITE Trip Generation, $10^{\text {th }}$ Edition (most current edition) fitted curve equations for Single-Family Detached Housing (ITE Code 210), and Multifamily Housing (Low-Rise) (ITE 220).

The following summarizes the anticipated trip generation for the proposed development (trip generation calculations are attached). Project generated traffic volumes are identified on a weekday daily as well as on a morning peak hour and afternoon peak hour basis. The morning peak hour is the highest one-hour time period of adjacent street traffic during four consecutive 15-minute intervals during the morning rush hour, between 7:00 am and 9:00 am . The afternoon peak hour is the highest one-hour time period of four consecutive 15minute intervals between the hours of $4: 00 \mathrm{pm}$ and $6: 00 \mathrm{pm}$ representing the afternoon rush hour. As summarized in Table 1, the proposed Elmwood North project is anticipated to generate 780 weekday daily trips with 58 trips ( 13 in and 45 out) occurring during the morning peak hour, and 74 trips ( 47 in and 27 out) occurring during the afternoon peak hour.

Table 1 - Elmwood North Trip Generation

| Land Use and Size | Daily Vehicle Trips | Weekday Vehicle Trips |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | AM Peak Hour |  |  | PM Peak Hour |  |  |
|  |  | In | Out | Total | In | Out | Total |
| Single-Family Detached Housing (210) - 41 Dwelling Units | 458 | 7 | 27 | 34 | 27 | 16 | 43 |
| Multifamily Housing (Low-Rise) (220) - 48 Dwelling Units | 322 | 6 | 18 | 24 | 20 | 11 | 31 |
| Total Trips | 780 | 13 | 45 | 58 | 47 | 27 | 74 |

## Kimley»Horn

## Project Access

Primary access will be provided by two full movements accesses, both along the east side of Pecos Street. The proposed northern access will align with the existing Sherrelwood Drive and Pecos Street signalized intersection. The proposed southern driveway along Pecos Street is already constructed, named Elmwood Place, and is approximately 550 feet south of $79^{\text {th }}$ Way.

## Distribution, Assignment, and Total Traffic

Trip distribution of the anticipated project traffic was identified based on the area street system characteristics, surrounding demographic information, and the access system for the project. Traffic assignment was obtained by applying the project trip distribution to the estimated full project traffic generation of the proposed development. Attached Figure 5 illustrates the expected trip distribution, while Figure 6 illustrates the traffic assignment for the proposed Elmwood North project on the surrounding street network and key intersections. Site traffic volumes were added to the 2022 and 2040 background volumes to represent estimated build-out year and long-term traffic conditions. These total traffic volumes for 2022 and 2040 are illustrated in Figure 7 and Figure 8.

## Traffic Operations Analysis

Kimley-Horn's analysis of traffic operations in the site vicinity was conducted to determine potential capacity deficiencies at the project key intersections for the 2022 build-out and 2040 long term horizons. The acknowledged source for determining overall capacity is the Highway Capacity Manual¹. Capacity analysis results are listed in terms of Level of Service (LOS). LOS is a qualitative term describing operating conditions a driver will experience while traveling on a particular street or highway during a specific time interval. It ranges from A (very little delay) to $F$ (long delays and congestion). For intersections and roadways in this study area, typical traffic study practice identifies overall intersection LOS D and movement or approach LOS E as the minimum thresholds for acceptable operations. The following Table 2 shows the definition of level of service for signalized and unsignalized intersections.

Table 2 - Level of Service Definitions

| Level of <br> Service | Signalized Intersection <br> Average Total Delay <br> (sec/veh) | Unsignalized Intersection <br> Average Total Delay <br> (sec/veh) |
| :---: | :---: | :---: |
| A | $\leq 10$ | $\leq 10$ |
| B | $>10$ and $\leq 20$ | $>10$ and $\leq 15$ |
| C | $>20$ and $\leq 35$ | $>15$ and $\leq 25$ |
| D | $>35$ and $\leq 55$ | $>25$ and $\leq 35$ |
| E | $>55$ and $\leq 80$ | $>35$ and $\leq 50$ |
| F | $>80$ | $>50$ |

Definitions provided from the Highway Capacity Manual, Sixth Edition, Transportation Research Board, 2016.

[^10]
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## Project Intersections Operational Analysis

With the configuration of the project intersection in the opening year of 2022, the signalized intersection of Sherrelwood Drive and Pecos Street operates at LOS A, and all movements at the stop-controlled intersections are anticipated to operate acceptably with LOS C or better during the weekday peak hours with the addition of Elmwood North project traffic. By 2040, the signalized intersection of Sherrelwood Drive and Pecos Street is anticipated to continue operating at LOS A, and all movements at the stop-controlled intersections are expected to continue to operate acceptably with LOS D or better during the peak hours.

The traffic signal at the Sherrelwood Drive/Pecos Street intersection is operating at optimized traffic signal timing today. The cycle length is two (2) minutes (120 seconds) which is typical throughout the Denver Metro Area. There is very little eastbound Sherrelwood Drive traffic, so the time allocated for overall intersection in the two (2) minutes ( 120 seconds) is 100 seconds to northbound and southbound Pecos Street and 20 seconds to eastbound Sherrelwood Drive. This timing is appropriate and best for this intersection, and we would not recommend any changes to the timing. Further, actuation is present, and it is working based on observations. The operational analysis is shown in Table 3.

Single shared movement lanes are expected to be sufficient for traffic exiting both project driveways. The northern access at the intersection of Sherrelwood Drive and Pecos Street will be incorporated into the existing signal. The exiting approach at the intersection of Elmwood Place and Pecos Street should provide a R1-1 "STOP" sign. Also, although the current eastbound approach at the intersection of Sherrelwood Drive and Pecos Street operates acceptably as a shared left/right turn lane, the eastbound approach could be striped to include a shared left turn/through lane and an exclusive right turn lane if desired. This is how the eastbound approach is operating in the field and it would keep the possibility of a left turning vehicle from a blocking a driver wishing to turn right.

Table 3 - Project Intersections LOS Results

| Access and Movement | 2020 Existing Traffic |  |  |  | 2022 Total Traffic |  |  |  | 2040 Total Traffic |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | AM Peak Hour |  | PM Peak Hour |  | AM Peak Hour |  | PM Peak Hour |  | AM Peak Hour |  | PM Peak Hour |  |
|  | Delay (sec) veh) | LOS | Delay (sec) veh) | LOS | Delay (secl veh) | LOS | Delay (secl veh) | LOS | Delay (secl veh) | LOS | Delay (sec/ veh) | LOS |
| Sherrelwood Dr \& Pecos St | 5.5 | A | 4.2 | A | 4.8\# | A\# | 3.1\# | A\# | 4.7\# | A\# | 3.2\# | A\# |
| 79 ${ }^{\text {th }}$ Way \& Pecos St Eastbound Approach Northbound Left | $\begin{gathered} 10.8 \\ 8.4 \\ \hline \end{gathered}$ | $\begin{aligned} & \mathrm{B} \\ & \mathrm{~A} \\ & \hline \end{aligned}$ | 11.8 7.9 | $\begin{aligned} & \mathrm{B} \\ & \mathrm{~A} \\ & \hline \end{aligned}$ | 10.9 8.4 | $\begin{aligned} & \mathrm{B} \\ & \mathrm{~A} \\ & \hline \end{aligned}$ | 11.9 <br> 7.9 | $\begin{aligned} & \mathrm{B} \\ & \mathrm{~A} \\ & \hline \end{aligned}$ | 11.0 8.6 | $\begin{aligned} & \mathrm{B} \\ & \mathrm{~A} \\ & \hline \end{aligned}$ | $\begin{gathered} 12.5 \\ 8.0 \\ \hline \end{gathered}$ | $\begin{aligned} & \mathrm{B} \\ & \mathrm{~A} \\ & \hline \end{aligned}$ |
| Elmwood Place \& Pecos St <br> Westbound Approach Southbound Left | - | - | - | - | $\begin{aligned} & 9.8 \\ & 8.2 \end{aligned}$ | $\begin{aligned} & \mathrm{A} \\ & \mathrm{~A} \end{aligned}$ | $\begin{aligned} & 22.7 \\ & 12.2 \\ & \hline \end{aligned}$ | $\begin{aligned} & \text { C } \\ & \text { B } \end{aligned}$ | $\begin{aligned} & 9.9 \\ & 8.4 \end{aligned}$ | $\begin{aligned} & \mathrm{A} \\ & \mathrm{~A} \\ & \hline \end{aligned}$ | $\begin{array}{r} 25.8 \\ 13.0 \\ \hline \end{array}$ | $\begin{aligned} & \mathrm{D} \\ & \mathrm{~B} \end{aligned}$ |

\# Proposed full movement westbound leg included

## Vehicle Queuing Analysis

Queuing analysis was conducted for the study area intersections per Adams County standards and requirements. Results were obtained from the $95^{\text {th }}$ percentile queue lengths obtained from the Synchro analysis. Queue length calculations are provided within the level of service operational sheets attached for the unsignalized intersections and in separate reports for the signalized intersection. Results of the queuing analysis and recommendations at the study area intersections are provided in Table 4.

Table 4 - Turn Lane Queuing Analysis Results

| Intersection Turn Lane | Existing Turn Lane Length (feet) | 2022 Calculated Queue (feet) | 2022 <br> Recommended Length (feet) | 2040 Calculated Queue (feet) | 2040 <br> Recommended Length (feet) |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Sherrelwood Dr \& Pecos St |  |  |  |  |  |
| Eastbound Approach | C | $31^{\prime}$ | C | 18' | C |
| Westbound Approach | DNE | 0 | C | 0 | C |
| Northbound Left | TWLTL | 31 | TWLTL | 37 | TWLTL |
| Southbound Left | TWLTL | 9 ' | TWLTL | 9 ' | TWLTL |
| $79^{\text {th }}$ Way \& Pecos St |  |  |  |  |  |
| Eastbound Approach | C | 25 | C | 25 | C |
| Northbound Left | TWLTL | $25^{\prime}$ | TWLTL | 25' | TWLTL |
| Elmwood Place \& Pecos St |  |  |  |  |  |
| Westbound Approach | DNE | 25 | C | $25^{\prime}$ | C |
| Southbound Left | TWLTL | 25 | TWLTL | $25^{\prime}$ | TWLTL |

C = Continuous Lane, DNE = Does Not Exist, TWLTL = Two-Way Left Turn Lane
As shown in Table 4 representing the queuing results, all anticipated queues are accommodated or managed within existing turn bay lengths with project traffic in the 2040 project build out year and long-term horizon.

## Conclusion and Recommendations

The two project driveways, with the northern access being the east leg of the Sherrelwood Drive/Pecos Street intersection and southern access being Elmwood Place/Pecos Street are expected to operate acceptably during the peak hours in 2022 and 2040. Single shared movement lanes are expected to be sufficient for exiting both project driveways. The exiting approach at the intersection of Sherrelwood Drive and Pecos Street should be incorporated in the existing signal, which may require a new signal pole on the northwest corner of the intersection with a mast arm across the east leg. The exiting approach at Elmwood Place and Pecos Street should provide a R1-1 "STOP" sign. The recommended intersection lane configurations and control for the project buildout and long-term horizon are illustrated in Figure 9.

Likewise, it is recommended that the existing RTD Route 6 bus stop located along project frontage of northbound Pecos Street at 79th Way be maintained with development of the project.

In summary, this traffic study letter provides project traffic generation estimates, trip distribution, traffic assignment, and future traffic volume projections operational analysis to

## Kimley»Horn

identify potential Elmwood North project traffic related impacts on the local street system. Based on the analysis presented in this study, Kimley-Horn believes the proposed Elmwood North project will be incorporated acceptably in the existing and proposed surrounding street network. If you have any questions or require anything further, please feel free to call.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.
linth lawe Vice President





ELMWOOD NORTH
ADAMS COUNTY, COLORADO


## LEGEND

- Study Area Key Intersection

$$
\begin{aligned}
& \text { XXX(XXX) Weekday AM(PM) } \\
& \text { Peak Hour Traffic Volumes }
\end{aligned}
$$

$X X, X 00$ Estimated Daily Traffic Volume
ELMWOOD NORTH
ADAMS COUNTY, COLORADO
FIGURE 4
2020 EXISTING TRAFFIC VOLUMES






Ridgeview Data
Collection

Adams, CO
Elmwood North
AM Peak
79th Way and Pecos St
File Name : 79th and Pecos AM
Site Code : IPO 494
Start Date : 3/10/2020
Page No : 1

Groups Printed- Automobiles - Bicycle and Pedestrian

|  | 79th Way Eastbound |  |  |  | Pecos St Northbound |  |  |  | Pecos St Southbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Right | Peds | App. Total | Left | Thru | Peds | App. Total | Thru | Right | Peds | App. Total | Int. Total |
| 07:00 AM | 2 | 4 | 0 | 6 | 0 | 59 | 0 | 59 | 185 | 3 | 0 | 188 | 253 |
| 07:15 AM | 1 | 3 | 0 | 4 | 0 | 78 | 0 | 78 | 216 | 1 | 0 | 217 | 299 |
| 07:30 AM | 4 | 4 | 0 | 8 | 1 | 97 | 0 | 98 | 225 | 0 | 0 | 225 | 331 |
| 07:45 AM | 2 | 2 | 2 | 6 | 0 | 111 | 0 | 111 | 233 | 1 | 0 | 234 | 351 |
| Total | 9 | 13 | 2 | 24 | 1 | 345 | 0 | 346 | 859 | 5 | 0 | 864 | 1234 |

$\left.\begin{array}{r|rrr|rrrr|rrrrr}331 \\ 08: 00 \text { AM } & 2 & 4 & 0 & 6 & 0 & 110 & 0 & 110 & 212 & 3 & 0 & 215\end{array}\right)$

| Grand Total | 16 | 24 | 2 | 42 | 4 | 768 | 0 | 772 | 1430 | 9 | 0 | 1439 | 2253 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Apprch \% | 38.1 | 57.1 | 4.8 |  | 0.5 | 99.5 | 0 |  | 99.4 | 0.6 | 0 |  |  |
| Total \% | 0.7 | 1.1 | 0.1 | 1.9 | 0.2 | 34.1 | 0 | 34.3 | 63.5 | 0.4 | 0 | 63.9 |  |
| Automobiles | 16 | 24 | 0 | 40 | 4 | 768 | 0 | 772 | 1430 | 9 | 0 | 1439 | 2251 |
| \% Automobiles | 100 | 100 | 0 | 95.2 | 100 | 100 | 0 | 100 | 100 | 100 | 0 | 100 | 99.9 |
| Bicycle and Pedestrian | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| \% Bicycle and Pedestrian | 0 | 0 | 100 | 4.8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.1 |

Ridgeview Data Collection

Adams, CO
Elmwood North
AM Peak
79th Way and Pecos St

File Name : 79th and Pecos AM
Site Code : IPO 494
Start Date : 3/10/2020
Page No : 2


File Name : 79th and Pecos AM
Site Code : IPO 494
Start Date : 3/10/2020

Ridgeview Data
Collection

Adams, CO
Elmwood North
AM Peak
79th Way and Pecos St

Page No : 3

|  | 79th Way <br> Eastbound |  |  |  | Pecos St <br> Northbound |  |  |  | Pecos St <br> Southbound |  |  |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | :---: |
| Start Time | Left | Right | Peds | App. Total | Left | Thru | Peds | App. Total | Thru | Right |  | Peds | App. Total |
| :--- |

Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Entire Intersection Begins at 07:15 AM

| 07:15 AM | 1 | 3 | 0 | 4 | 0 | 78 | 0 | 78 | 216 | 1 | 0 | 217 | 299 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| $07: 30 \mathrm{AM}$ | $\mathbf{4}$ | $\mathbf{4}$ | 0 | $\mathbf{8}$ | $\mathbf{1}$ | 97 | 0 | 98 | 225 | 0 | 0 | 225 | 331 |
| $07: 45 \mathrm{AM}$ | 2 | 2 | $\mathbf{2}$ | 6 | 0 | $\mathbf{1 1 1}$ | 0 | $\mathbf{1 1 1}$ | $\mathbf{2 3 3}$ | 1 | 0 | $\mathbf{2 3 4}$ | $\mathbf{3 5 1}$ |
| 08:00 AM | 2 | 4 | 0 | 6 | 0 | 110 | 0 | 110 | 212 | $\mathbf{3}$ | 0 | 215 | 331 |
| Total Volume | 9 | 13 | 2 | 24 | 1 | 396 | 0 | 397 | 886 | 5 | 0 | 891 | 1312 |
| \% App. Total | 37.5 | 54.2 | 8.3 |  | 0.3 | 99.7 | 0 |  | 99.4 | 0.6 | 0 |  |  |
| PHF | .563 | .813 | .250 | .750 | .250 | .892 | .000 | .894 | .951 | .417 | .000 | .952 | .934 |


|  | Peak Hour Data <br> Peak Hour Begins at 07:15 AM <br> Automobiles <br> Bicycle and Pedestrian |
| :---: | :---: |

Ridgeview Data
Collection

Adams, CO
Elmwood North
PM Peak
79th Way and Pecos St

File Name : 79th and Pecos PM
Site Code : IPO 494
Start Date : 3/10/2020
Page No : 1

Groups Printed- Automobiles - Bicycle and Pedestrian

|  | 79th Way Eastbound |  |  |  | Pecos St Northbound |  |  |  | Pecos St Southbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Right | Peds | App. Total | Left | Thru | Peds | App. Total | Thru | Right | Peds | App. Total | Int. Total |
| 04:00 PM | 3 | 1 | 0 | 4 | 4 | 290 | 0 | 294 | 175 | 1 | 0 | 176 | 474 |
| 04:15 PM | 1 | 1 | 2 | 4 | 1 | 307 | 0 | 308 | 136 | 3 | 0 | 139 | 451 |
| 04:30 PM | 0 | 5 | 3 | 8 | 4 | 282 | 0 | 286 | 153 | 6 | 0 | 159 | 453 |
| 04:45 PM | 3 | 3 | 1 | 7 | 4 | 274 | 0 | 278 | 141 | 3 | 0 | 144 | 429 |
| Total | 7 | 10 | 6 | 23 | 13 | 1153 | 0 | 1166 | 605 | 13 | 0 | 618 | 1807 |


| 05:00 PM | 3 | 0 | 0 | 3 | 2 | 288 | 0 | 290 | 156 | 3 | 0 | 159 | 452 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 05:15 PM | 4 | 0 | 0 | 4 | 2 | 338 | 0 | 340 | 157 | 4 | 0 | 161 | 505 |
| 05:30 PM | 5 | 2 | 0 | 7 | 5 | 252 | 0 | 257 | 137 | 5 | 0 | 142 | 406 |
| 05:45 PM | 0 | 4 | 0 | 4 | 3 | 258 | 0 | 261 | 141 | 2 | 0 | 143 | 408 |
| Total | 12 | 6 | 0 | 18 | 12 | 1136 | 0 | 1148 | 591 | 14 | 0 | 605 | 1771 |


| Grand Total | 19 | 16 | 6 | 41 | 25 | 2289 | 0 | 2314 | 1196 | 27 | 0 | 1223 | 3578 |  |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Apprch \% | 46.3 | 39 | 14.6 |  | 1.1 | 98.9 | 0 |  | 97.8 | 2.2 | 0 | 0 | 34.2 | 1223 |
| Total \% | 0.5 | 0.4 | 0.2 | 1.1 | 0.7 | 64 | 0 | 64.7 | 33.4 | 0.8 | 3572 |  |  |  |
| Automobiles | 19 | 16 | 0 | 35 | 25 | 2289 | 0 | 2314 | 1196 | 27 | 0 | 100 | 99.8 |  |
| \% Automobiles | 100 | 100 | 0 | 85.4 | 100 | 100 | 0 | 100 | 100 | 100 | 0 | 0 | 0 | 0 |
| Bicycle and Pedestrian | 0 | 0 | 6 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Ridgeview Data Collection

Adams, CO
Elmwood North
PM Peak
79th Way and Pecos St

File Name : 79th and Pecos PM
Site Code : IPO 494
Start Date : 3/10/2020
Page No : 2


Ridgeview Data
Collection

Adams, CO
Elmwood North
File Name : 79th and Pecos PM
Site Code : IPO 494
Start Date : 3/10/2020
Page No : 3

|  | 79th Way <br> Eastbound |  |  |  | Pecos St <br> Northbound |  |  |  | Pecos St <br> Southbound |  |  |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | :---: |
| Start Time | Left | Right | Peds | App. Total | Left | Thru | Peds | App. Total | Thru | Right |  | Peds | App. Total |
| :--- |

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Entire Intersection Begins at 04:30 PM

| 04:30 PM | 0 | $\mathbf{5}$ | $\mathbf{3}$ | $\mathbf{8}$ | $\mathbf{4}$ | 282 | 0 | 286 | 153 | $\mathbf{6}$ | 0 | 159 | 453 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| $04: 45 \mathrm{PM}$ | 3 | 3 | 1 | $\mathbf{7}$ | 4 | 274 | 0 | 278 | 141 | 3 | 0 | 144 | 429 |
| 05:00 PM | 3 | 0 | 0 | 3 | 2 | 288 | 0 | 290 | 156 | 3 | 0 | 159 | 452 |
| 05:15 PM | $\mathbf{4}$ | 0 | 0 | $\mathbf{4}$ | $\mathbf{2}$ | $\mathbf{3 3 8}$ | 0 | $\mathbf{3 4 0}$ | $\mathbf{1 5 7}$ | 4 | 0 | $\mathbf{1 6 1}$ | $\mathbf{5 0 5}$ |
| Total Volume | 10 | 8 | 4 | 22 | 12 | 1182 | 0 | 1194 | 607 | 16 | 0 | 623 | 1839 |
| \% App. Total | 45.5 | 36.4 | 18.2 |  | 1 | 99 | 0 |  | 97.4 | 2.6 | 0 |  |  |
| PHF | .625 | .400 | .333 | .688 | .750 | .874 | .000 | .878 | .967 | .667 | .000 | .967 | .910 |



Ridgeview Data
Collection

Adams, CO
Elmwood North
AM Peak
Sherrelwood Dr and Pecos St

File Name : Sherrelwood and Pecos AM
Site Code : IPO 494
Start Date : 3/10/2020
Page No : 1

|  | Sherrelwood Dr Eastbound |  |  |  | Pecos St Northbound |  |  |  | Pecos St Southbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Right | Peds | App. Total | Left | Thru | Peds | App. Total | Thru | Right | Peds | App. Total | Int. Total |
| 07:00 AM | 0 | 11 | 0 | 11 | 0 | 59 | 0 | 59 | 178 | 6 | 0 | 184 | 254 |
| 07:15 AM | 2 | 14 | 0 | 16 | 4 | 77 | 0 | 81 | 201 | 4 | 0 | 205 | 302 |
| 07:30 AM | 2 | 8 | 0 | 10 | 5 | 96 | 0 | 101 | 218 | 4 | 0 | 222 | 333 |
| 07:45 AM | 2 | 10 | 0 | 12 | 11 | 101 | 0 | 112 | 214 | 6 | 0 | 220 | 344 |
| Total | 6 | 43 | 0 | 49 | 20 | 333 | 0 | 353 | 811 | 20 | 0 | 831 | 1233 |
| 08:00 AM | 4 | 13 | 0 | 17 | 12 | 99 | 0 | 111 | 205 | 9 | 0 | 214 | 342 |
| 08:15 AM | 2 | 10 | 0 | 12 | 5 | 113 | 0 | 118 | 123 | 6 | 0 | 129 | 259 |
| 08:30 AM | 7 | 14 | 0 | 21 | 16 | 93 | 0 | 109 | 123 | 8 | 0 | 131 | 261 |
| 08:45 AM | 1 | 10 | 0 | 11 | 4 | 89 | 0 | 93 | 80 | 1 | 0 | 81 | 185 |
| Total | 14 | 47 | 0 | 61 | 37 | 394 | 0 | 431 | 531 | 24 | 0 | 555 | 1047 |
| Grand Total | 20 | 90 | 0 | 110 | 57 | 727 | 0 | 784 | 1342 | 44 | 0 | 1386 | 2280 |
| Apprch \% | 18.2 | 81.8 | 0 |  | 7.3 | 92.7 | 0 |  | 96.8 | 3.2 | 0 |  |  |
| Total \% | 0.9 | 3.9 | 0 | 4.8 | 2.5 | 31.9 | 0 | 34.4 | 58.9 | 1.9 | 0 | 60.8 |  |
| Automobiles | 20 | 90 | 0 | 110 | 57 | 724 | 0 | 781 | 1342 | 44 | 0 | 1386 | 2277 |
| \% Automobiles | 100 | 100 | 0 | 100 | 100 | 99.6 | 0 | 99.6 | 100 | 100 | 0 | 100 | 99.9 |
| Bicycle and Pedestrian | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 3 | 0 | 0 | 0 | 0 | 3 |
| \% Bicycle and Pedestrian | 0 | 0 | 0 | 0 | 0 | 0.4 | 0 | 0.4 | 0 | 0 | 0 | 0 | 0.1 |

Ridgeview Data Collection

Adams, CO
Elmwood North
AM Peak
Sherrelwood Dr and Pecos St

File Name : Sherrelwood and Pecos AM
Site Code : IPO 494
Start Date : 3/10/2020
Page No : 2


Ridgeview Data
Collection

Adams, CO
Elmwood North
AM Peak
Sherrelwood Dr and Pecos St
File Name : Sherrelwood and Pecos AM
Site Code : IPO 494
Start Date : 3/10/2020
Page No : 3

|  | Sherrelwood Dr <br> Eastbound |  |  |  | Pecos St <br> Northbound |  |  |  | Pecos St <br> Southbound |  |  |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | :---: |
| Start Time | Left | Right | Peds | App. Total | Left | Thru | Peds | App. Total | Thru | Right |  | Peds | App. Total | Int. Total |
| :--- | :--- |

Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Entire Intersection Begins at 07:15 AM

| $07: 15$ AM | 2 | $\mathbf{1 4}$ | 0 | 16 | 4 | 77 | 0 | 81 | 201 | 4 | 0 | 205 | 302 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| $07: 30$ AM | 2 | 8 | 0 | 10 | 5 | 96 | 0 | 101 | $\mathbf{2 1 8}$ | 4 | 0 | $\mathbf{2 2 2}$ | 333 |
| $07: 45 \mathrm{AM}$ | 2 | 10 | 0 | 12 | 11 | $\mathbf{1 0 1}$ | 0 | $\mathbf{1 1 2}$ | 214 | 6 | 0 | 220 | $\mathbf{3 4 4}$ |
| 08:00 AM | $\mathbf{4}$ | 13 | 0 | $\mathbf{1 7}$ | $\mathbf{1 2}$ | 99 | 0 | 111 | 205 | $\mathbf{9}$ | 0 | 214 | 342 |
| Total Volume | 10 | 45 | 0 | 55 | 32 | 373 | 0 | 405 | 838 | 23 | 0 | 861 | 1321 |
| \% App. Total | 18.2 | 81.8 | 0 |  | 7.9 | 92.1 | 0 |  | 97.3 | 2.7 | 0 |  |  |
| PHF | .625 | .804 | .000 | .809 | .667 | .923 | .000 | .904 | .961 | .639 | .000 | .970 | .960 |



Ridgeview Data
Collection

Adams, CO
Elmwood North
PM Peak
Sherrelwood Dr and Pecos St
File Name : Sherrelwood and Pecos PM
Site Code : IPO 494
Start Date : 3/10/2020
Page No : 1

Groups Printed- Automobiles - Bicycle and Pedestrian

|  | Sherrelwood Dr Eastbound |  |  |  | Pecos St Northbound |  |  |  | Pecos St Southbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Right | Peds | App. Total | Left | Thru | Peds | App. Total | Thru | Right | Peds | App. Total | Int. Total |
| 04:00 PM | 12 | 13 | 0 | 25 | 13 | 279 | 0 | 292 | 160 | 11 | 0 | 171 | 488 |
| 04:15 PM | 11 | 5 | 0 | 16 | 9 | 300 | 0 | 309 | 127 | 3 | 0 | 130 | 455 |
| 04:30 PM | 5 | 4 | 0 | 9 | 9 | 274 | 0 | 283 | 158 | 6 | 0 | 164 | 456 |
| 04:45 PM | 5 | 5 | 0 | 10 | 8 | 268 | 0 | 276 | 135 | 1 | 0 | 136 | 422 |
| Total | 33 | 27 | 0 | 60 | 39 | 1121 | 0 | 1160 | 580 | 21 | 0 | 601 | 1821 |


| $05: 00$ PM | 5 | 6 | 0 | 11 | 11 | 280 | 0 | 291 | 153 | 2 | 0 | 155 | 457 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| $05: 15 \mathrm{PM}$ | 7 | 1 | 0 | 8 | 9 | 331 | 0 | 340 | 158 | 2 | 0 | 160 | 508 |
| $05: 30$ PM | 1 | 3 | 0 | 4 | 11 | 242 | 0 | 253 | 142 | 3 | 0 | 145 | 402 |
| $05: 45 \mathrm{PM}$ | 3 | 5 | 0 | 8 | 7 | 258 | 0 | 265 | 135 | 5 | 0 | 140 | 413 |
| Total | 16 | 15 | 0 | 31 | 38 | 1111 | 0 | 1149 | 588 | 12 | 0 | 600 | 1780 |


| Grand Total | 49 | 42 | 0 | 91 | 77 | 2232 | 0 | 2309 | 1168 | 33 | 0 | 1201 | 3601 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Apprch \% | 53.8 | 46.2 | 0 |  | 3.3 | 96.7 | 0 |  | 97.3 | 2.7 | 0 |  |  |
| Total \% | 1.4 | 1.2 | 0 | 2.5 | 2.1 | 62 | 0 | 64.1 | 32.4 | 0.9 | 0 | 33.4 |  |
| Automobiles | 49 | 42 | 0 | 91 | 77 | 2229 | 0 | 2306 | 1167 | 33 | 0 | 1200 | 3597 |
| \% Automobiles | 100 | 100 | 0 | 100 | 100 | 99.9 | 0 | 99.9 | 99.9 | 100 | 0 | 99.9 | 99.9 |
| Bicycle and Pedestrian | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 3 | 1 | 0 | 0 | 1 | 4 |
| \% Bicycle and Pedestrian | 0 | 0 | 0 | 0 | 0 | 0.1 | 0 | 0.1 | 0.1 | 0 | 0 | 0.1 | 0.1 |

Ridgeview Data Collection

Adams, CO
Elmwood North
PM Peak
Sherrelwood Dr and Pecos St

File Name : Sherrelwood and Pecos PM
Site Code : IPO 494
Start Date : 3/10/2020
Page No : 2


Ridgeview Data
Collection

Adams, CO
Elmwood North
File Name : Sherrelwood and Pecos PM
Site Code : IPO 494
Start Date : 3/10/2020

Page No : 3

|  | Sherrelwood Dr <br> Eastbound |  |  |  | Pecos St <br> Northbound |  |  |  | Pecos St <br> Southbound |  |  |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | :--- |
| Start Time | Left | Right | Peds | App. Total | Left | Thru | Peds | App. Total | Thru | Right | Peds | App. Total | Int. Total |
| :--- | :--- |

Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Entire Intersection Begins at 04:30 PM

| 04:30 PM | 5 | 4 | 0 | 9 | 9 | 274 | 0 | 283 | $\mathbf{1 5 8}$ | $\mathbf{6}$ | 0 | $\mathbf{1 6 4}$ | 456 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| $04: 45 \mathrm{PM}$ | 5 | 5 | 0 | 10 | 8 | 268 | 0 | 276 | 135 | 1 | 0 | 136 | 422 |
| $05: 00 \mathrm{PM}$ | 5 | $\mathbf{6}$ | 0 | $\mathbf{1 1}$ | $\mathbf{1 1}$ | 280 | 0 | 291 | 153 | 2 | 0 | 155 | 457 |
| $05: 15 \mathrm{PM}$ | $\mathbf{7}$ | 1 | 0 | 8 | 9 | $\mathbf{3 3 1}$ | 0 | $\mathbf{3 4 0}$ | 158 | 2 | 0 | 160 | $\mathbf{5 0 8}$ |
| Total Volume | 22 | 16 | 0 | 38 | 37 | 1153 | 0 | 1190 | 604 | 11 | 0 | 615 | 1843 |
| \% App. Total | 57.9 | 42.1 | 0 |  | 3.1 | 96.9 | 0 |  | 98.2 | 1.8 | 0 |  |  |
| PHF | .786 | .667 | .000 | .864 | .841 | .871 | .000 | .875 | .956 | .458 | .000 | .938 | .907 |



## Kimley»)Horn

Project
Elmwood North
Subject Trip Generation for Single-Family Detached Housing
Designed by _TES $\quad$ Date_ April 01, 2020 Date $\quad$ April 01, 2020
Date

Job No. 96742004.000
Sheet No. $\quad$ of
Checked by $\qquad$
$\qquad$
$\qquad$
$\qquad$

## TRIP GENERATION MANUAL TECHNIQUES

ITE Trip Generation Manual 10th Edition, Fitted Curve Equations
Land Use Code - Single-Family Detached Housing (210)
Independant Variable - Dwelling Units (X)
$X=41$
T = Average Vehicle Trip Ends

## Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. (200 Series Page 3)

Average Weekday
Directional Distribution: 25\% ent. 75\% exit.
$(T)=0.71(X)+4.80$
$(\mathrm{T})=0.71$ *
$(41) \quad+4.80$ T = 34 Average Vehicle Trip Ends

7 entering
26 exiting
$7+27=34$

## Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. (200 Series Page 4)



## Weekday (200 Series Page 2)

Average Weekday
$\operatorname{Ln}(T)=0.92 \operatorname{Ln}(X)+2.71$
$\operatorname{Ln}(T)=0.92$ * $\operatorname{Ln}(41) \quad+2.71$
Directional Distribution: 50\% entering, 50\% exiting $\mathrm{T}=458 \quad$ Average Vehicle Trip Ends 229 entering 229 exiting $229+229=458$

## Kimley»Horn

Elmwood Nont
Subject Trip Generation for Multifamily Housing (Low-Rise)


## TRIP GENERATION MANUAL TECHNIQUES

ITE Trip Generation Manual 10th Edition, Fitted Curve Equations
Land Use Code - Multifamily Housing (Low-Rise) (220)
Independant Variable - Dwelling Units (X)

```
X = 48
T = Average Vehicle Trip Ends
```


## Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. (Series 200 Page 32)

Directional Distribution: 23\% ent. 77\% exit.

```
Ln(T) = 0.95 Ln(X) - 0.51
Ln}(T)=0.95* Ln(48.0) - 0.51
```

| $\mathrm{T}=$ | 24 | Average Vehicle Trip Ends |
| :---: | :---: | :---: |
| 6 | entering | $18 \quad$ exiting |

$6+18=24$

## Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. (Series 200 Page 33)

Directional Distribution: 63\% ent. 37\% exit.
$\begin{array}{lll}\operatorname{Ln}(T)=0.89 \operatorname{Ln}(X) & -0.02 \\ \operatorname{Ln}(T)=0.89 * & \operatorname{Ln}(48.0) & -0.02\end{array}$
$\mathrm{T}=31 \quad$ Average Vehicle Trip Ends
20 entering 11 exiting
$20+11=31$
Weekday (Series 200 Page 31)
$(T)=7.56^{*}(X)-40.86$
$(T)=7.56$ * $48 \quad-40.86$
Directional Distribution: $50 \%$ ent. $50 \%$ exit. T = $322 \quad$ Average Vehicle Trip Ends 161 entering 161 exiting $161+161=322$

## Peak Hour of Generator, Saturday (Series 200 Page 37)

Directional Distribution: $50 \%$ ent. $50 \%$ exit.
$(T)=1.08^{*}(X)-33.24$
$(T)=1.08$ *
48

- 33.24

8 entering 10 exiting

8 + 10 = not ok

|  | $\rangle$ | 4 | $\uparrow$ |  |
| :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | NBL | NBT | SBT |
| Lane Configurations | Y | ${ }^{7}$ | 个4 | 个 ${ }^{\text {d }}$ |
| Traffic Volume (vph) | 10 | 32 | 373 | 838 |
| Future Volume (vph) | 10 | 32 | 373 | 838 |
| Turn Type | Prot | Perm | NA | NA |
| Protected Phases | 4 |  | 2 | 6 |
| Permitted Phases |  | 2 |  |  |
| Detector Phase | 4 | 2 | 2 | 6 |
| Switch Phase |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 24.5 | 24.5 | 24.5 | 24.5 |
| Total Split (s) | 30.0 | 60.0 | 60.0 | 60.0 |
| Total Split (\%) | 33.3\% | 66.7\% | 66.7\% | 66.7\% |
| Yellow Time (s) | 4.5 | 4.5 | 4.5 | 4.5 |
| All-Red Time (s) | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.5 | 6.5 | 6.5 | 6.5 |
| Lead/Lag |  |  |  |  |
| Lead-Lag Optimize? |  |  |  |  |
| Recall Mode | None | C-Max | C-Max | C-Max |
| Act Effct Green (s) | 7.1 | 73.6 | 73.6 | 73.6 |
| Actuated g/C Ratio | 0.08 | 0.82 | 0.82 | 0.82 |
| v/c Ratio | 0.40 | 0.10 | 0.14 | 0.32 |
| Control Delay | 21.8 | 3.4 | 2.6 | 3.1 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 21.8 | 3.4 | 2.6 | 3.1 |
| LOS | C | A | A | A |
| Approach Delay | 21.8 |  | 2.6 | 3.1 |
| Approach LOS | C |  | A | A |
| Intersection Summary |  |  |  |  |

Cycle Length: 90
Actuated Cycle Length: 90
Offset: $0(0 \%)$, Referenced to phase 2:NBTL and 6:SBT, Start of Green
Natural Cycle: 50
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.40
Intersection Signal Delay: 3.9 Intersection LOS: A

Intersection Capacity Utilization 41.6\% ICU Level of Service A
Analysis Period (min) 15
Splits and Phases: 1: Pecos St \& Sherrelwood Dr



## Notes

User approved volume balancing among the lanes for turning movement.



## Notes

User approved volume balancing among the lanes for turning movement.

|  | $\rangle$ | 4 | $\uparrow$ |  |
| :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | NBL | NBT | SBT |
| Lane Configurations | Y | ${ }^{7}$ | 个4 | 个 ${ }_{\text {d }}$ |
| Traffic Volume (vph) | 10 | 32 | 377 | 846 |
| Future Volume (vph) | 10 | 32 | 377 | 846 |
| Turn Type | Prot | Perm | NA | NA |
| Protected Phases | 4 |  | 2 | 6 |
| Permitted Phases |  | 2 |  |  |
| Detector Phase | 4 | 2 | 2 | 6 |
| Switch Phase |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 24.5 | 24.5 | 24.5 | 24.5 |
| Total Split (s) | 30.0 | 60.0 | 60.0 | 60.0 |
| Total Split (\%) | 33.3\% | 66.7\% | 66.7\% | 66.7\% |
| Yellow Time (s) | 4.5 | 4.5 | 4.5 | 4.5 |
| All-Red Time (s) | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.5 | 6.5 | 6.5 | 6.5 |
| Lead/Lag |  |  |  |  |
| Lead-Lag Optimize? |  |  |  |  |
| Recall Mode | None | C-Max | C-Max | C-Max |
| Act Effct Green (s) | 7.1 | 73.6 | 73.6 | 73.6 |
| Actuated g/C Ratio | 0.08 | 0.82 | 0.82 | 0.82 |
| v/c Ratio | 0.40 | 0.10 | 0.14 | 0.32 |
| Control Delay | 21.8 | 3.4 | 2.6 | 3.1 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 21.8 | 3.4 | 2.6 | 3.1 |
| LOS | C | A | A | A |
| Approach Delay | 21.8 |  | 2.6 | 3.1 |
| Approach LOS | C |  | A | A |
| Intersection Summary |  |  |  |  |

Cycle Length: 90
Actuated Cycle Length: 90
Offset: $0(0 \%)$, Referenced to phase 2:NBTL and 6:SBT, Start of Green
Natural Cycle: 50
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.40
Intersection Signal Delay: 3.9 Intersection LOS: A

Intersection Capacity Utilization 41.6\% ICU Level of Service A
Analysis Period (min) 15
Splits and Phases: 1: Pecos St \& Sherrelwood Dr


|  | 4 |  | 4 |  | $\dagger$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
| Lane Configurations | * |  | ${ }^{7}$ | 44 | 中 ${ }^{\text {a }}$ |  |
| Traffic Volume (veh/h) | 10 | 45 | 32 | 377 | 846 | 23 |
| Future Volume (veh/h) | 10 | 45 | 32 | 377 | 846 | 23 |
| Initial $Q(Q b)$, veh | 0 | 0 | 0 | 0 | 0 | 0 |
| Ped-Bike Adj(A_pbT) | 1.00 | 1.00 | 1.00 |  |  | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | No |  |  | No | No |  |
| Adj Sat Flow, veh/h/ln | 1900 | 1900 | 1870 | 1870 | 1870 | 1870 |
| Adj Flow Rate, veh/h | 16 | 56 | 48 | 410 | 881 | 36 |
| Peak Hour Factor | 0.63 | 0.80 | 0.67 | 0.92 | 0.96 | 0.64 |
| Percent Heavy Veh, \% | 0 | 0 | 2 | 2 | 2 | 2 |
| Cap, veh/h | 20 | 71 | 525 | 2837 | 2778 | 114 |
| Arrive On Green | 0.06 | 0.06 | 0.80 | 0.80 | 0.80 | 0.80 |
| Sat Flow, veh/h | 357 | 1249 | 609 | 3647 | 3573 | 142 |
| Grp Volume(v), veh/h | 73 | 0 | 48 | 410 | 450 | 467 |
| Grp Sat Flow(s), veh/h/ln | 1628 | 0 | 609 | 1777 | 1777 | 1845 |
| Q Serve(g_s), s | 4.0 | 0.0 | 2.1 | 2.4 | 6.2 | 6.2 |
| Cycle Q Clear(g_c), s | 4.0 | 0.0 | 8.2 | 2.4 | 6.2 | 6.2 |
| Prop In Lane | 0.22 | 0.77 | 1.00 |  |  | 0.08 |
| Lane Grp Cap(c), veh/h | 93 | 0 | 525 | 2837 | 1419 | 1473 |
| V/C Ratio(X) | 0.78 | 0.00 | 0.09 | 0.14 | 0.32 | 0.32 |
| Avail Cap(c_a), veh/h | 425 | 0 | 525 | 2837 | 1419 | 1473 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(l) | 1.00 | 0.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 41.9 | 0.0 | 3.6 | 2.1 | 2.4 | 2.4 |
| Incr Delay (d2), s/veh | 13.4 | 0.0 | 0.3 | 0.1 | 0.6 | 0.6 |
| Initial Q Delay(d3),s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| \%ile BackOfQ(50\%),veh/ln | 1.9 | 0.0 | 0.2 | 0.5 | 1.4 | 1.4 |
| Unsig. Movement Delay, s/veh |  |  |  |  |  |  |
| LnGrp Delay(d),s/veh | 55.2 | 0.0 | 3.9 | 2.2 | 3.0 | 3.0 |
| LnGrp LOS | E | A | A | A | A | A |
| Approach Vol, veh/h | 73 |  |  | 458 | 917 |  |
| Approach Delay, s/veh | 55.2 |  |  | 2.4 | 3.0 |  |
| Approach LOS | E |  |  | A | A |  |
| Timer - Assigned Phs |  | 2 |  | 4 |  | 6 |
| Phs Duration ( $G+Y+R \mathrm{c}$ ), s |  | 78.4 |  | 11.6 |  | 78.4 |
| Change Period ( $\mathrm{Y}+\mathrm{Rc}$ ), s |  | 6.5 |  | 6.5 |  | 6.5 |
| Max Green Setting (Gmax), s |  | 53.5 |  | 23.5 |  | 53.5 |
| Max Q Clear Time (g_c+l1), s |  | 10.2 |  | 6.0 |  | 8.2 |
| Green Ext Time (p_c), s |  | 3.5 |  | 0.2 |  | 6.8 |
| Intersection Summary |  |  |  |  |  |  |
| HCM 6th Ctrl Delay |  |  | 5.4 |  |  |  |
| HCM 6th LOS |  | A |  |  |  |  |

## Notes

User approved volume balancing among the lanes for turning movement.



## Notes

User approved volume balancing among the lanes for turning movement.

|  | $\rightarrow$ |  | 4 | $\uparrow$ | $\checkmark$ |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | WBT | NBL | NBT | SBL | SBT | $\varnothing 3$ | $\varnothing 7$ |  |
| Lane Configurations | $\uparrow$ | \$ | \% | 个 ${ }^{\text {d }}$ | \% | 个 ${ }^{\text {P }}$ |  |  |  |
| Traffic Volume (vph) | 0 | 0 | 32 | 382 | 3 | 847 |  |  |  |
| Future Volume (vph) | 0 | 0 | 32 | 382 | 3 | 847 |  |  |  |
| Turn Type | NA | NA | Perm | NA | Perm | NA |  |  |  |
| Protected Phases | 4 | 8 |  | 2 |  | 6 | 3 |  | 7 |
| Permitted Phases |  |  | 2 |  | 6 |  |  |  |  |
| Detector Phase | 4 | 8 | 2 | 2 | 6 | 6 |  |  |  |
| Switch Phase |  |  |  |  |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |  |
| Minimum Split (s) | 24.5 | 22.5 | 24.5 | 24.5 | 24.5 | 24.5 | 9.5 | 24.5 |  |
| Total Split (s) | 37.5 | 22.5 | 43.0 | 43.0 | 43.0 | 43.0 | 9.5 | 24.5 |  |
| Total Split (\%) | 41.7\% | 25.0\% | 47.8\% | 47.8\% | 47.8\% | 47.8\% | 11\% | 27\% |  |
| Yellow Time (s) | 4.5 | 3.5 | 4.5 | 4.5 | 4.5 | 4.5 | 3.5 | 4.5 |  |
| All-Red Time (s) | 2.0 | 1.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.0 | 2.0 |  |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |  |  |  |
| Total Lost Time (s) | 6.5 | 4.5 | 6.5 | 6.5 | 6.5 | 6.5 |  |  |  |
| Lead/Lag | Lag | Lag |  |  |  |  | Lead | Lead |  |
| Lead-Lag Optimize? | Yes | Yes |  |  |  |  | Yes | Yes |  |
| Recall Mode | None | None | C-Max | C-Max | C-Max | C-Max | None | None |  |
| Act Effct Green (s) | 0.0 | 0.0 | 68.2 | 68.2 | 68.2 | 68.2 |  |  |  |
| Actuated g/C Ratio | 0.00 | 0.00 | 0.76 | 0.76 | 0.76 | 0.76 |  |  |  |
| $\mathrm{v} / \mathrm{c}$ Ratio | 0.60 | 0.11 | 0.11 | 0.16 | 0.00 | 0.34 |  |  |  |
| Control Delay | 23.1 | 1.1 | 10.0 | 6.7 | 10.3 | 7.9 |  |  |  |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |  |  |  |
| Total Delay | 23.1 | 1.1 | 10.0 | 6.7 | 10.3 | 7.9 |  |  |  |
| LOS | C | A | A | A | B | A |  |  |  |
| Approach Delay | 23.1 | 1.1 |  | 7.1 |  | 7.9 |  |  |  |
| Approach LOS | C | A |  | A |  | A |  |  |  |
| Intersection Summary |  |  |  |  |  |  |  |  |  |

Cycle Length: 90
Actuated Cycle Length: 90
Offset: $0(0 \%)$, Referenced to phase 2:NBTL and 6:SBTL, Start of Green
Natural Cycle: 75
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.60
Intersection Signal Delay: 8.3 Intersection LOS: A
Intersection Capacity Utilization 41.6\%
ICU Level of Service A
Analysis Period (min) 15
Splits and Phases: 1: Pecos St \& Sherrelwood Dr


| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Configurations |  | $\uparrow$ |  |  | ¢ |  | ${ }^{7}$ | 中 ${ }^{\text {d }}$ |  | \% | 性 |  |
| Traffic Volume (veh/h) | 10 | 0 | 45 | 11 | 0 | 9 | 32 | 382 | 3 | 3 | 847 | 23 |
| Future Volume (veh/h) | 10 | 0 | 45 | 11 | 0 | 9 | 32 | 382 | 3 | 3 | 847 | 23 |
| Initial $Q(Q b)$, veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ped-Bike Adj(A_pbT) | 1.00 |  | 1.00 | 1.00 |  | 1.00 | 1.00 |  | 1.00 | 1.00 |  | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach |  | No |  |  | No |  |  | No |  |  | No |  |
| Adj Sat Flow, veh/h/ln | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 |
| Adj Flow Rate, veh/h | 16 | 0 | 56 | 12 | 0 | 10 | 48 | 415 | 3 | 3 | 882 | 36 |
| Peak Hour Factor | 0.63 | 0.92 | 0.80 | 0.92 | 0.92 | 0.92 | 0.67 | 0.92 | 0.92 | 0.92 | 0.96 | 0.64 |
| Percent Heavy Veh, \% | 2 |  | 2 |  |  | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Cap, veh/h | 0 | 0 | 83 | 0 | 0 | 83 | 528 | 2905 | 21 | 833 | 2795 | 114 |
| Arrive On Green | 0.00 | 0.00 | 0.05 | 0.00 | 0.00 | 0.05 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 | 0.80 |
| Sat Flow, veh/h | 0 | 0 | 1585 | 0 | 0 | 1585 | 609 | 3616 | 26 | 969 | 3480 | 142 |
| Grp Volume(v), veh/h | 0 | 0 | 56 | 0 | 0 | 10 | 48 | 204 | 214 | 3 | 450 | 468 |
| Grp Sat Flow(s),veh/h/n | 0 | 0 | 1585 | 0 | 0 | 1585 | 609 | 1777 | 1866 | 969 | 1777 | 1845 |
| Q Serve(g_s), s | 0.0 | 0.0 | 3.1 | 0.0 | 0.0 | 0.5 | 2.0 | 2.3 | 2.3 | 0.1 | 6.0 | 6.0 |
| Cycle Q Clear(g_c), s | 0.0 | 0.0 | 3.1 | 0.0 | 0.0 | 0.5 | 8.0 | 2.3 | 2.3 | 2.4 | 6.0 | 6.0 |
| Prop In Lane | 0.00 |  | 1.00 | 0.00 |  | 1.00 | 1.00 |  | 0.01 | 1.00 |  | 0.08 |
| Lane Grp Cap(c), veh/h | 0 | 0 | 83 | 0 | 0 | 83 | 528 | 1427 | 1499 | 833 | 1427 | 1482 |
| V/C Ratio(X) | 0.00 | 0.00 | 0.68 | 0.00 | 0.00 | 0.12 | 0.09 | 0.14 | 0.14 | 0.00 | 0.32 | 0.32 |
| Avail Cap(c_a), veh/h | 0 | 0 | 546 | 0 | 0 | 317 | 528 | 1427 | 1499 | 833 | 1427 | 1482 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(l) | 0.00 | 0.00 | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 0.0 | 0.0 | 41.9 | 0.0 | 0.0 | 40.7 | 3.4 | 2.0 | 2.0 | 2.2 | 2.3 | 2.3 |
| Incr Delay (d2), s/veh | 0.0 | 0.0 | 9.3 | 0.0 | 0.0 | 0.6 | 0.3 | 0.2 | 0.2 | 0.0 | 0.6 | 0.6 |
| Initial Q Delay(d3),s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| \%ile BackOfQ(50\%),veh/ln | 0.0 | 0.0 | 1.4 | 0.0 | 0.0 | 0.2 | 0.2 | 0.5 | 0.5 | 0.0 | 1.3 | 1.4 |
| Unsig. Movement Delay, s/veh |  |  |  |  |  |  |  |  |  |  |  |  |
| LnGrp Delay(d),s/veh | 0.0 | 0.0 | 51.2 | 0.0 | 0.0 | 41.3 | 3.7 | 2.2 | 2.2 | 2.2 | 2.9 | 2.9 |
| LnGrp LOS | A | A | D | A | A | D | A | A | A | A | A | A |
| Approach Vol, veh/h |  | 56 |  |  | 10 |  |  | 466 |  |  | 921 |  |
| Approach Delay, s/veh |  | 51.2 |  |  | 41.3 |  |  | 2.3 |  |  | 2.9 |  |
| Approach LOS |  | D |  |  | D |  |  | A |  |  | A |  |


| Timer - Assigned Phs | 2 | 3 | 4 | 6 | 7 | 8 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Phs Duration (G+Y+Rc), s | 78.8 | 0.0 | 11.2 | 78.8 | 0.0 | 11.2 |
| Change Period (Y+Rc), s | 6.5 | 4.5 | 6.5 | 6.5 | 6.5 | ${ }^{*} 6.5$ |
| Max Green Setting (Gmax), s | 36.5 | 5.0 | 31.0 | 36.5 | 18.0 | ${ }^{*} 18$ |
| Max Q Clear Time (g_c+11), s | 10.0 | 0.0 | 5.1 | 8.0 | 0.0 | 2.5 |
| Green Ext Time (p_c), s | 2.9 | 0.0 | 0.3 | 6.4 | 0.0 | 0.0 |

Intersection Summary

| HCM 6th Ctrl Delay | 4.8 |
| :--- | ---: |
| HCM 6th LOS | A |

## Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

|  | $\rightarrow$ |  | 4 | $\dagger$ | $\checkmark$ |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | WBT | NBL | NBT | SBL | SBT | $\emptyset 3$ | $\emptyset 7$ |  |
| Lane Configurations | \$ | \$ | \% | 个 ${ }^{\text {P }}$ | \% | 性 |  |  |  |
| Traffic Volume (vph) | - | 0 | 37 | 1168 | - | 615 |  |  |  |
| Future Volume (vph) | 0 | 0 | 37 | 1168 | 9 | 615 |  |  |  |
| Turn Type | NA | NA | Perm | NA | Perm | NA |  |  |  |
| Protected Phases | 4 | 8 |  | 2 |  | 6 | 3 |  | 7 |
| Permitted Phases |  |  | 2 |  | 6 |  |  |  |  |
| Detector Phase | 4 | 8 | 2 | 2 | 6 | 6 |  |  |  |
| Switch Phase |  |  |  |  |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |  |
| Minimum Split (s) | 24.5 | 22.5 | 24.5 | 24.5 | 24.5 | 24.5 | 9.5 | 9.5 |  |
| Total Split (s) | 24.5 | 24.5 | 86.0 | 86.0 | 86.0 | 86.0 | 9.5 | 9.5 |  |
| Total Split (\%) | 20.4\% | 20.4\% | 71.7\% | 71.7\% | 71.7\% | 71.7\% | 8\% | 8\% |  |
| Yellow Time (s) | 4.5 | 3.5 | 4.5 | 4.5 | 4.5 | 4.5 | 3.5 | 3.5 |  |
| All-Red Time (s) | 2.0 | 1.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |  |  |  |
| Total Lost Time (s) | 6.5 | 4.5 | 6.5 | 6.5 | 6.5 | 6.5 |  |  |  |
| Lead/Lag | Lag | Lag |  |  |  |  | Lead | Lead |  |
| Lead-Lag Optimize? | Yes | Yes |  |  |  |  | Yes | Yes |  |
| Recall Mode | None | None | C-Max | C-Max | C-Max | C-Max | None | None |  |
| Act Effct Green (s) | 0.0 | 0.0 | 100.8 | 100.8 | 100.8 | 100.8 |  |  |  |
| Actuated g/C Ratio | 0.00 | 0.00 | 0.84 | 0.84 | 0.84 | 0.84 |  |  |  |
| v/c Ratio | 0.60 | 0.14 | 0.09 | 0.43 | 0.03 | 0.22 |  |  |  |
| Control Delay | 29.8 | 3.2 | 4.3 | 4.7 | 4.8 | 3.5 |  |  |  |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |  |  |  |
| Total Delay | 29.8 | 3.2 | 4.3 | 4.7 | 4.8 | 3.5 |  |  |  |
| LOS | C | A | A | A | A | A |  |  |  |
| Approach Delay | 29.8 | 3.3 |  | 4.7 |  | 3.5 |  |  |  |
| Approach LOS | C | A |  | A |  | A |  |  |  |

## Intersection Summary

Cycle Length: 120
Actuated Cycle Length: 120
Offset: $0(0 \%)$, Referenced to phase 2:NBTL and 6:SBTL, Start of Green
Natural Cycle: 65
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.60
Intersection Signal Delay: $5.0 \quad$ Intersection LOS: A

Intersection Capacity Utilization 47.7\%
ICU Level of Service A
Analysis Period (min) 15
Splits and Phases: 1: Pecos St \& Sherrelwood Dr


| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Configurations |  | $\uparrow$ |  |  | $\$$ |  | ${ }^{7}$ | 性 |  | 7 | 性 |  |
| Traffic Volume (veh/h) | 22 | 0 | 16 | 7 | 0 | 5 | 37 | 1168 | 12 | O | 615 | 11 |
| Future Volume (veh/h) | 22 | 0 | 16 | 7 | 0 | 5 | 37 | 1168 | 12 | 9 | 615 | 11 |
| Initial $Q(Q b)$, veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ped-Bike Adj(A_pbT) | 1.00 |  | 1.00 | 1.00 |  | 1.00 | 1.00 |  | 1.00 | 1.00 |  | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach |  | No |  |  | No |  |  | No |  |  | No |  |
| Adj Sat Flow, veh/h/ln | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 |
| Adj Flow Rate, veh/h | 35 | 0 | 20 | 8 | 0 | 5 | 55 | 1270 | 13 | 10 | 641 | 17 |
| Peak Hour Factor | 0.63 | 0.92 | 0.80 | 0.92 | 0.92 | 0.92 | 0.67 | 0.92 | 0.92 | 0.92 | 0.96 | 0.64 |
| Percent Heavy Veh, \% | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Cap, veh/h | 0 | 0 | 57 | 0 | 0 | 57 | 699 | 3083 | 32 | 395 | 3026 | 80 |
| Arrive On Green | 0.00 | 0.00 | 0.04 | 0.00 | 0.00 | 0.04 | 0.86 | 0.86 | 0.86 | 0.86 | 0.86 | 0.86 |
| Sat Flow, veh/h | 0 | 0 | 1585 | 0 | 0 | 1585 | 776 | 3604 | 37 | 431 | 3537 | 94 |
| Grp Volume(v), veh/h | 0 | 0 | 20 | 0 | 0 | 5 | 55 | 626 | 657 | 10 | 322 | 336 |
| Grp Sat Flow(s),veh/h/n | 0 | 0 | 1585 | 0 | 0 | 1585 | 776 | 1777 | 1864 | 431 | 1777 | 1853 |
| Q Serve(g_s), s | 0.0 | 0.0 | 1.5 | 0.0 | 0.0 | 0.4 | 1.6 | 9.4 | 9.4 | 0.6 | 3.8 | 3.8 |
| Cycle Q Clear(g_c), s | 0.0 | 0.0 | 1.5 | 0.0 | 0.0 | 0.4 | 5.5 | 9.4 | 9.4 | 10.1 | 3.8 | 3.8 |
| Prop In Lane | 0.00 |  | 1.00 | 0.00 |  | 1.00 | 1.00 |  | 0.02 | 1.00 |  | 0.05 |
| Lane Grp Cap(c), veh/h | 0 | 0 | 57 | 0 | 0 | 57 | 699 | 1520 | 1595 | 395 | 1520 | 1586 |
| V/C Ratio(X) | 0.00 | 0.00 | 0.35 | 0.00 | 0.00 | 0.09 | 0.08 | 0.41 | 0.41 | 0.03 | 0.21 | 0.21 |
| Avail Cap(c_a), veh/h | 0 | 0 | 238 | 0 | 0 | 264 | 699 | 1520 | 1595 | 395 | 1520 | 1586 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(l) | 0.00 | 0.00 | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 0.0 | 0.0 | 56.5 | 0.0 | 0.0 | 55.9 | 2.0 | 1.9 | 1.9 | 3.1 | 1.5 | 1.5 |
| Incr Delay (d2), s/veh | 0.0 | 0.0 | 3.6 | 0.0 | 0.0 | 0.7 | 0.2 | 0.8 | 0.8 | 0.1 | 0.3 | 0.3 |
| Initial Q Delay(d3),s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| \%ile BackOfQ (50\%),veh/ln | 0.0 | 0.0 | 0.7 | 0.0 | 0.0 | 0.2 | 0.2 | 2.0 | 2.1 | 0.1 | 0.8 | 0.8 |
| Unsig. Movement Delay, s/veh |  |  |  |  |  |  |  |  |  |  |  |  |
| LnGrp Delay(d),s/veh | 0.0 | 0.0 | 60.1 | 0.0 | 0.0 | 56.6 | 2.2 | 2.8 | 2.7 | 3.2 | 1.8 | 1.8 |
| LnGrp LOS | A | A | E | A | A | E | A | A | A | A | A | A |
| Approach Vol, veh/h |  | 20 |  |  | 5 |  |  | 1338 |  |  | 668 |  |
| Approach Delay, s/veh |  | 60.1 |  |  | 56.6 |  |  | 2.7 |  |  | 1.9 |  |
| Approach LOS |  | E |  |  | E |  |  | A |  |  | A |  |


| Timer - Assigned Phs | 2 | 3 | 4 | 6 | 7 | 8 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Phs Duration (G+Y+Rc), s | 109.2 | 0.0 | 10.8 | 109.2 | 0.0 | 10.8 |
| Change Period (Y+Rc), s | 6.5 | 4.5 | 6.5 | 6.5 | 4.5 | ${ }^{*} 6.5$ |
| Max Green Setting (Gmax), s | 79.5 | 5.0 | 18.0 | 79.5 | 5.0 | ${ }^{*} 20$ |
| Max Q Clear Time (g_c+11), s | 11.4 | 0.0 | 3.5 | 12.1 | 0.0 | 2.4 |
| Green Ext Time (p_c), s | 12.8 | 0.0 | 0.0 | 4.6 | 0.0 | 0.0 |

Intersection Summary

| HCM 6th Ctrl Delay | 3.1 |
| :--- | ---: |
| HCM 6th LOS | A |

## Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

|  | $\rangle$ | 4 | $\uparrow$ |  |
| :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | NBL | NBT | SBT |
| Lane Configurations | Y | ${ }^{7}$ | 个4 | 个 ${ }^{\text {d }}$ |
| Traffic Volume (vph) | 11 | 35 | 412 | 926 |
| Future Volume (vph) | 11 | 35 | 412 | 926 |
| Turn Type | Prot | Perm | NA | NA |
| Protected Phases | 4 |  | 2 | 6 |
| Permitted Phases |  | 2 |  |  |
| Detector Phase | 4 | 2 | 2 | 6 |
| Switch Phase |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 24.5 | 24.5 | 24.5 | 24.5 |
| Total Split (s) | 29.0 | 61.0 | 61.0 | 61.0 |
| Total Split (\%) | 32.2\% | 67.8\% | 67.8\% | 67.8\% |
| Yellow Time (s) | 4.5 | 4.5 | 4.5 | 4.5 |
| All-Red Time (s) | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.5 | 6.5 | 6.5 | 6.5 |
| Lead/Lag |  |  |  |  |
| Lead-Lag Optimize? |  |  |  |  |
| Recall Mode | None | C-Max | C-Max | C-Max |
| Act Effct Green (s) | 6.9 | 73.8 | 73.8 | 73.8 |
| Actuated g/C Ratio | 0.08 | 0.82 | 0.82 | 0.82 |
| v/c Ratio | 0.38 | 0.09 | 0.15 | 0.34 |
| Control Delay | 20.9 | 3.3 | 2.5 | 3.2 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 20.9 | 3.3 | 2.5 | 3.2 |
| LOS | C | A | A | A |
| Approach Delay | 20.9 |  | 2.6 | 3.2 |
| Approach LOS | C |  | A | A |
| Intersection Summary |  |  |  |  |

Cycle Length: 90
Actuated Cycle Length: 90
Offset: $0(0 \%)$, Referenced to phase 2:NBTL and 6:SBT, Start of Green
Natural Cycle: 50
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.38
Intersection Signal Delay: 3.8 Intersection LOS: A
Intersection Capacity Utilization 44.1\% ICU Level of Service A
Analysis Period (min) 15
Splits and Phases: 1: Pecos St \& Sherrelwood Dr


|  | $\rangle$ |  | 4 |  |  | $\pm$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
| Lane Configurations | * |  | ${ }^{4}$ | 44 | 中 ${ }^{\text {a }}$ |  |
| Traffic Volume (veh/h) | 11 | 50 | 35 | 412 | 926 | 25 |
| Future Volume (veh/h) | 11 | 50 | 35 | 412 | 926 | 25 |
| Initial $Q(Q b)$, veh | 0 | 0 | 0 | 0 | 0 | 0 |
| Ped-Bike Adj(A_pbT) | 1.00 | 1.00 | 1.00 |  |  | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | No |  |  | No | No |  |
| Adj Sat Flow, veh/h/ln | 1900 | 1900 | 1870 | 1870 | 1870 | 1870 |
| Adj Flow Rate, veh/h | 12 | 54 | 38 | 448 | 965 | 27 |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.96 | 0.92 |
| Percent Heavy Veh, \% | 0 | 0 | 2 | 2 | 2 | 2 |
| Cap, veh/h | 15 | 69 | 494 | 2854 | 2835 | 79 |
| Arrive On Green | 0.05 | 0.05 | 0.80 | 0.80 | 0.80 | 0.80 |
| Sat Flow, veh/h | 290 | 1306 | 568 | 3647 | 3624 | 99 |
| Grp Volume(v), veh/h | 67 | 0 | 38 | 448 | 486 | 506 |
| Grp Sat Flow(s),veh/h/ln | 1621 | 0 | 568 | 1777 | 1777 | 1853 |
| Q Serve(g_s), s | 3.7 | 0.0 | 1.7 | 2.6 | 6.7 | 6.7 |
| Cycle Q Clear(g_c), s | 3.7 | 0.0 | 8.4 | 2.6 | 6.7 | 6.7 |
| Prop In Lane | 0.18 | 0.81 | 1.00 |  |  | 0.05 |
| Lane Grp Cap(c), veh/h | 85 | 0 | 494 | 2854 | 1427 | 1488 |
| V/C Ratio(X) | 0.79 | 0.00 | 0.08 | 0.16 | 0.34 | 0.34 |
| Avail Cap(c_a), veh/h | 405 | 0 | 494 | 2854 | 1427 | 1488 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(l) | 1.00 | 0.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 42.1 | 0.0 | 3.5 | 2.0 | 2.4 | 2.4 |
| Incr Delay (d2), s/veh | 14.7 | 0.0 | 0.3 | 0.1 | 0.6 | 0.6 |
| Initial Q Delay(d3),s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| \%ile BackOfQ(50\%),veh/ln | 1.8 | 0.0 | 0.2 | 0.5 | 1.5 | 1.5 |
| Unsig. Movement Delay, s/veh |  |  |  |  |  |  |
| LnGrp Delay(d),s/veh | 56.9 | 0.0 | 3.8 | 2.1 | 3.0 | 3.0 |
| LnGrp LOS | E | A | A | A | A | A |
| Approach Vol, veh/h | 67 |  |  | 486 | 992 |  |
| Approach Delay, s/veh | 56.9 |  |  | 2.2 | 3.0 |  |
| Approach LOS | E |  |  | A | A |  |
| Timer - Assigned Phs |  | 2 |  | 4 |  | 6 |
| Phs Duration ( $G+Y+R \mathrm{c}$ ), s |  | 78.8 |  | 11.2 |  | 78.8 |
| Change Period (Y+Rc), s |  | 6.5 |  | 6.5 |  | 6.5 |
| Max Green Setting (Gmax), s |  | 54.5 |  | 22.5 |  | 54.5 |
| Max Q Clear Time (g_c+11), s |  | 10.4 |  | 5.7 |  | 8.7 |
| Green Ext Time (p_c), s |  | 3.7 |  | 0.1 |  | 7.6 |
| Intersection Summary |  |  |  |  |  |  |
| HCM 6th Ctrl Delay |  |  | 5.1 |  |  |  |
| HCM 6th LOS |  |  | A |  |  |  |
| Notes |  |  |  |  |  |  |

User approved volume balancing among the lanes for turning movement.

|  | $\rangle$ | 4 | $\uparrow$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | NBL | NBT | SBT |
| Lane Configurations | \% | ${ }^{7}$ | 个4 | 个 ${ }_{\text {d }}$ |
| Traffic Volume (vph) | 24 | 41 | 1274 | 667 |
| Future Volume (vph) | 24 | 41 | 1274 | 667 |
| Turn Type | Prot | Perm | NA | NA |
| Protected Phases | 4 |  | 2 | 6 |
| Permitted Phases |  | 2 |  |  |
| Detector Phase | 4 | 2 | 2 | 6 |
| Switch Phase |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 24.5 | 24.5 | 24.5 | 24.5 |
| Total Split (s) | 27.0 | 93.0 | 93.0 | 93.0 |
| Total Split (\%) | 22.5\% | 77.5\% | 77.5\% | 77.5\% |
| Yellow Time (s) | 4.5 | 4.5 | 4.5 | 4.5 |
| All-Red Time (s) | 2.0 | 2.0 | 2.0 | 2.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Lost Time (s) | 6.5 | 6.5 | 6.5 | 6.5 |
| Lead/Lag |  |  |  |  |
| Lead-Lag Optimize? |  |  |  |  |
| Recall Mode | None | C-Max | C-Max | C-Max |
| Act Effct Green (s) | 7.6 | 103.1 | 103.1 | 103.1 |
| Actuated g/C Ratio | 0.06 | 0.86 | 0.86 | 0.86 |
| v/c Ratio | 0.37 | 0.07 | 0.46 | 0.23 |
| Control Delay | 42.5 | 2.5 | 3.2 | 2.3 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 42.5 | 2.5 | 3.2 | 2.3 |
| LOS | D | A | A | A |
| Approach Delay | 42.5 |  | 3.2 | 2.3 |
| Approach LOS | D |  | A | A |

## Intersection Summary

Cycle Length: 120
Actuated Cycle Length: 120
Offset: $0(0 \%)$, Referenced to phase 2:NBTL and 6:SBT, Start of Green
Natural Cycle: 60
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.46
Intersection Signal Delay: 3.7 Intersection LOS: A
Intersection Capacity Utilization 50.2\% ICU Level of Service A
Analysis Period (min) 15
Splits and Phases: 1: Pecos St \& Sherrelwood Dr



## Notes

User approved volume balancing among the lanes for turning movement.


## Intersection Summary

Cycle Length: 90
Actuated Cycle Length: 90
Offset: $0(0 \%)$, Referenced to phase 2:NBTL and 6:SBTL, Start of Green
Natural Cycle: 75
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.55
Intersection Signal Delay: 8.1 Intersection LOS: A

Intersection Capacity Utilization 44.1\%
ICU Level of Service A
Analysis Period (min) 15
Splits and Phases: 1: Pecos St \& Sherrelwood Dr


| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Configurations |  | $\uparrow$ |  |  | $\uparrow$ |  | \% | 中 ${ }^{\text {d }}$ |  | \% | 性 |  |
| Traffic Volume (veh/h) | 11 | 0 | 50 | 11 | 0 | 9 | 35 | 417 | 3 | 3 | 927 | 25 |
| Future Volume (veh/h) | 11 | 0 | 50 | 11 | 0 | 9 | 35 | 417 | 3 | 3 | 927 | 25 |
| Initial $Q(Q b)$, veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ped-Bike Adj(A_pbT) | 1.00 |  | 1.00 | 1.00 |  | 1.00 | 1.00 |  | 1.00 | 1.00 |  | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach |  | No |  |  | No |  |  | No |  |  | No |  |
| Adj Sat Flow, veh/h/ln | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 |
| Adj Flow Rate, veh/h | 12 | 0 | 54 | 12 | 0 | 10 | 38 | 453 | 3 | 3 | 966 | 27 |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.96 | 0.92 |
| Percent Heavy Veh, \% | 2 |  | 2 |  |  | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Cap, veh/h | 0 | 0 | 79 | 0 | 0 | 79 | 495 | 2916 | 19 | 808 | 2845 | 80 |
| Arrive On Green | 0.00 | 0.00 | 0.05 | 0.00 | 0.00 | 0.05 | 0.81 | 0.81 | 0.81 | 0.81 | 0.81 | 0.81 |
| Sat Flow, veh/h | 0 | 0 | 1585 | 0 | 0 | 1585 | 567 | 3619 | 24 | 935 | 3531 | 99 |
| Grp Volume(v), veh/h | 0 | 0 | 54 | 0 | 0 | 10 | 38 | 222 | 234 | 3 | 486 | 507 |
| Grp Sat Flow(s),veh/h/n | 0 | 0 | 1585 | 0 | 0 | 1585 | 567 | 1777 | 1866 | 935 | 1777 | 1853 |
| Q Serve(g_s), s | 0.0 | 0.0 | 3.0 | 0.0 | 0.0 | 0.5 | 1.7 | 2.5 | 2.5 | 0.1 | 6.6 | 6.6 |
| Cycle Q Clear(g_c), s | 0.0 | 0.0 | 3.0 | 0.0 | 0.0 | 0.5 | 8.3 | 2.5 | 2.5 | 2.6 | 6.6 | 6.6 |
| Prop In Lane | 0.00 |  | 1.00 | 0.00 |  | 1.00 | 1.00 |  | 0.01 | 1.00 |  | 0.05 |
| Lane Grp Cap(c), veh/h | 0 | 0 | 79 | 0 | 0 | 79 | 495 | 1432 | 1504 | 808 | 1432 | 1493 |
| V/C Ratio(X) | 0.00 | 0.00 | 0.68 | 0.00 | 0.00 | 0.13 | 0.08 | 0.16 | 0.16 | 0.00 | 0.34 | 0.34 |
| Avail Cap(c_a), veh/h | 0 | 0 | 546 | 0 | 0 | 317 | 495 | 1432 | 1504 | 808 | 1432 | 1493 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(l) | 0.00 | 0.00 | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 0.0 | 0.0 | 42.1 | 0.0 | 0.0 | 40.9 | 3.4 | 1.9 | 1.9 | 2.2 | 2.3 | 2.3 |
| Incr Delay (d2), s/veh | 0.0 | 0.0 | 10.0 | 0.0 | 0.0 | 0.7 | 0.3 | 0.2 | 0.2 | 0.0 | 0.6 | 0.6 |
| Initial Q Delay(d3),s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| \%ile BackOfQ(50\%),veh/ln | 0.0 | 0.0 | 1.4 | 0.0 | 0.0 | 0.2 | 0.2 | 0.5 | 0.6 | 0.0 | 1.4 | 1.5 |
| Unsig. Movement Delay, s/veh |  |  |  |  |  |  |  |  |  |  |  |  |
| LnGrp Delay(d),s/veh | 0.0 | 0.0 | 52.0 | 0.0 | 0.0 | 41.6 | 3.8 | 2.2 | 2.2 | 2.2 | 3.0 | 3.0 |
| LnGrp LOS | A | A | D | A | A | D | A | A | A | A | A | A |
| Approach Vol, veh/h |  | 54 |  |  | 10 |  |  | 494 |  |  | 996 |  |
| Approach Delay, s/veh |  | 52.0 |  |  | 41.6 |  |  | 2.3 |  |  | 3.0 |  |
| Approach LOS |  | D |  |  | D |  |  | A |  |  | A |  |


| Timer - Assigned Phs | 2 | 3 | 4 | 6 | 7 | 8 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| Phs Duration (G+Y+Rc), s | 79.0 | 0.0 | 11.0 | 79.0 | 0.0 | 11.0 |
| Change Period (Y+Rc), s | 6.5 | 4.5 | 6.5 | 6.5 | 6.5 | ${ }^{*} 6.5$ |
| Max Green Setting (Gmax), s | 36.5 | 5.0 | 31.0 | 36.5 | 18.0 | ${ }^{*} 18$ |
| Max Q Clear Time (g_c+11), s | 10.3 | 0.0 | 5.0 | 8.6 | 0.0 | 2.5 |
| Green Ext Time (p_c), s | 3.1 | 0.0 | 0.3 | 7.0 | 0.0 | 0.0 |

Intersection Summary

| HCM 6th Ctrl Delay | 4.7 |
| :--- | ---: |
| HCM 6th LOS | A |

## Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

|  | $\rightarrow$ |  | 4 | $\dagger$ | $\checkmark$ |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | WBT | NBL | NBT | SBL | SBT | $\emptyset 3$ | $\emptyset 7$ |  |
| Lane Configurations | \$ | \$ | \% | 个 ${ }^{\text {P }}$ | \% | 性 |  |  |  |
| Traffic Volume (vph) | - | 0 | 41 | 1277 | - | 672 |  |  |  |
| Future Volume (vph) | 0 | 0 | 41 | 1277 | 9 | 672 |  |  |  |
| Turn Type | NA | NA | Perm | NA | Perm | NA |  |  |  |
| Protected Phases | 4 | 8 |  | 2 |  | 6 | 3 |  | 7 |
| Permitted Phases |  |  | 2 |  | 6 |  |  |  |  |
| Detector Phase | 4 | 8 | 2 | 2 | 6 | 6 |  |  |  |
| Switch Phase |  |  |  |  |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |  |
| Minimum Split (s) | 24.5 | 22.5 | 24.5 | 24.5 | 24.5 | 24.5 | 9.5 | 9.5 |  |
| Total Split (s) | 24.5 | 24.5 | 86.0 | 86.0 | 86.0 | 86.0 | 9.5 | 9.5 |  |
| Total Split (\%) | 20.4\% | 20.4\% | 71.7\% | 71.7\% | 71.7\% | 71.7\% | 8\% | 8\% |  |
| Yellow Time (s) | 4.5 | 3.5 | 4.5 | 4.5 | 4.5 | 4.5 | 3.5 | 3.5 |  |
| All-Red Time (s) | 2.0 | 1.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 0 |
| Lost Time Adjust (s) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |  |  |  |
| Total Lost Time (s) | 6.5 | 4.5 | 6.5 | 6.5 | 6.5 | 6.5 |  |  |  |
| Lead/Lag | Lag | Lag |  |  |  |  | Lead | Lead |  |
| Lead-Lag Optimize? | Yes | Yes |  |  |  |  | Yes | Yes |  |
| Recall Mode | None | None | C-Max | C-Max | C-Max | C-Max | None | None |  |
| Act Effct Green (s) | 0.0 | 0.0 | 100.8 | 100.8 | 100.8 | 100.8 |  |  |  |
| Actuated g/C Ratio | 0.00 | 0.00 | 0.84 | 0.84 | 0.84 | 0.84 |  |  |  |
| v/c Ratio | 0.51 | 0.14 | 0.08 | 0.47 | 0.04 | 0.24 |  |  |  |
| Control Delay | 19.4 | 3.2 | 4.3 | 5.0 | 4.9 | 3.6 |  |  |  |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |  |  |  |
| Total Delay | 19.4 | 3.2 | 4.3 | 5.0 | 4.9 | 3.6 |  |  |  |
| LOS | B | A | A | A | A | A |  |  |  |
| Approach Delay | 19.4 | 3.3 |  | 5.0 |  | 3.6 |  |  |  |
| Approach LOS | B | A |  | A |  | A |  |  |  |

## Intersection Summary

Cycle Length: 120
Actuated Cycle Length: 120
Offset: $0(0 \%)$, Referenced to phase 2:NBTL and 6:SBTL, Start of Green
Natural Cycle: 70
Control Type: Actuated-Coordinated
Maximum v/c Ratio: 0.51
Intersection Signal Delay: 4.8 Intersection LOS: A
Intersection Capacity Utilization 50.7\%
ICU Level of Service A
Analysis Period (min) 15
Splits and Phases: 1: Pecos St \& Sherrelwood Dr


| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Configurations |  | \$ |  |  | \$ |  | ${ }^{1}$ | 蚛 |  | \% | 蚛 |  |
| Traffic Volume (veh/h) | 24 | 0 | 18 | 7 | 0 | 5 | 41 | 1277 | 12 | 9 | 672 | 12 |
| Future Volume (veh/h) | 24 | 0 | 18 | 7 | 0 | 5 | 41 | 1277 | 12 | 9 | 672 | 12 |
| Initial $Q(Q b)$, veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ped-Bike Adj(A_pbT) | 1.00 |  | 1.00 | 1.00 |  | 1.00 | 1.00 |  | 1.00 | 1.00 |  | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach |  | No |  |  | No |  |  | No |  |  | No |  |
| Adj Sat Flow, veh/h/ln | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 |
| Adj Flow Rate, veh/h | 26 | 0 | 20 | 8 | 0 | 5 | 45 | 1388 | 13 | 10 | 700 | 13 |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.96 | 0.92 |
| Percent Heavy Veh, \% | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Cap, veh/h | 0 | 0 | 54 | 0 | 0 | 54 | 667 | 3094 | 29 | 356 | 3061 | 57 |
| Arrive On Green | 0.00 | 0.00 | 0.03 | 0.00 | 0.00 | 0.03 | 0.86 | 0.86 | 0.86 | 0.86 | 0.86 | 0.86 |
| Sat Flow, veh/h | 0 | 0 | 1585 | 0 | 0 | 1585 | 737 | 3607 | 34 | 385 | 3569 | 66 |
| Grp Volume(v), veh/h | 0 | 0 | 20 | 0 | 0 | 5 | 45 | 683 | 718 | 10 | 348 | 365 |
| Grp Sat Flow(s),veh/h/n | 0 | 0 | 1585 | 0 | 0 | 1585 | 737 | 1777 | 1864 | 385 | 1777 | 1858 |
| Q Serve(g_s), s | 0.0 | 0.0 | 1.5 | 0.0 | 0.0 | 0.4 | 1.4 | 10.7 | 10.7 | 0.7 | 4.2 | 4.2 |
| Cycle Q Clear(g_c), s | 0.0 | 0.0 | 1.5 | 0.0 | 0.0 | 0.4 | 5.6 | 10.7 | 10.7 | 11.4 | 4.2 | 4.2 |
| Prop In Lane | 0.00 |  | 1.00 | 0.00 |  | 1.00 | 1.00 |  | 0.02 | 1.00 |  | 0.04 |
| Lane Grp Cap(c), veh/h | 0 | 0 | 54 | 0 | 0 | 54 | 667 | 1524 | 1599 | 356 | 1524 | 1594 |
| V/C Ratio(X) | 0.00 | 0.00 | 0.37 | 0.00 | 0.00 | 0.09 | 0.07 | 0.45 | 0.45 | 0.03 | 0.23 | 0.23 |
| Avail Cap(c_a), veh/h | 0 | 0 | 238 | 0 | 0 | 264 | 667 | 1524 | 1599 | 356 | 1524 | 1594 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(l) | 0.00 | 0.00 | 1.00 | 0.00 | 0.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Uniform Delay (d), s/veh | 0.0 | 0.0 | 56.7 | 0.0 | 0.0 | 56.2 | 2.0 | 2.0 | 2.0 | 3.3 | 1.5 | 1.5 |
| Incr Delay (d2), s/veh | 0.0 | 0.0 | 4.2 | 0.0 | 0.0 | 0.7 | 0.2 | 1.0 | 0.9 | 0.1 | 0.3 | 0.3 |
| Initial Q Delay(d3),s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| \%ile BackOfQ (50\%),veh/ln | 0.0 | 0.0 | 0.7 | 0.0 | 0.0 | 0.2 | 0.2 | 2.2 | 2.3 | 0.1 | 0.9 | 0.9 |
| Unsig. Movement Delay, s/veh |  |  |  |  |  |  |  |  |  |  |  |  |
| LnGrp Delay(d),s/veh | 0.0 | 0.0 | 60.9 | 0.0 | 0.0 | 56.9 | 2.2 | 2.9 | 2.9 | 3.4 | 1.9 | 1.8 |
| LnGrp LOS | A | A | E | A | A | E | A | A | A | A | A | A |
| Approach Vol, veh/h |  | 20 |  |  | 5 |  |  | 1446 |  |  | 723 |  |
| Approach Delay, s/veh |  | 60.9 |  |  | 56.9 |  |  | 2.9 |  |  | 1.9 |  |
| Approach LOS |  | E |  |  | E |  |  | A |  |  | A |  |


| Timer - Assigned Phs | 2 | 3 | 4 | 6 | 7 | 8 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Phs Duration (G+Y+Rc), s | 109.4 | 0.0 | 10.6 | 109.4 | 0.0 | 10.6 |
| Change Period (Y+Rc), s | 6.5 | 4.5 | 6.5 | 6.5 | 4.5 | ${ }^{*} 6.5$ |
| Max Green Setting (Gmax), s | 79.5 | 5.0 | 18.0 | 79.5 | 5.0 | ${ }^{*} 20$ |
| Max Q Clear Time (g_c+11), s | 12.7 | 0.0 | 3.5 | 13.4 | 0.0 | 2.4 |
| Green Ext Time (p_c), s | 15.0 | 0.0 | 0.0 | 5.1 | 0.0 | 0.0 |

Intersection Summary
HCM 6th Ctrl Delay 3.2

```
HCM 6th LOS A
```


## Notes

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.



| Approach | EB | NB | SB |
| :--- | ---: | ---: | ---: |
| HCM Control Delay, s | 10.8 | 0.1 | 0 |

HCMLOS B

| Minor Lane/Major Mvmt | NBL | NBT EBLn1 | SBT | SBR |  |  |
| :--- | ---: | ---: | ---: | ---: | :--- | :--- |
| Capacity (veh/h) | * 1077 | -656 | - | - |  |  |
| HCM Lane V/C Ratio | 0.004 | -0.049 | - | - |  |  |
| HCM Control Delay (s) | 8.4 | -10.8 | - | - |  |  |
| HCM Lane LOS | A | - | B | - | - |  |
| HCM 95th \%tile Q(veh) | 0 | - | 0.2 | - | - |  |
| Notes |  |  |  |  |  |  |
| $\sim$ : Volume exceeds capacity | \$: Delay exceeds 300s | $+:$ Computation Not Defined | *: All major volume in platoon |  |  |  |




HCMLOS B

| Minor Lane/Major Mvmt | NBL | NBT EBLn1 | SBT | SBR |  |  |
| :--- | ---: | ---: | ---: | ---: | :--- | :--- |
| Capacity (veh/h) | * 1265 | -568 | - | - |  |  |
| HCM Lane V/C Ratio | 0.013 | -0.063 | - | - |  |  |
| HCM Control Delay (s) | 7.9 | -11.8 | - | - |  |  |
| HCM Lane LOS | A | - | $B$ | - | - |  |
| HCM 95th \%tile Q(veh) | 0 | - | 0.2 | - | - |  |
| Notes |  |  |  |  |  |  |
| $\sim$ : Volume exceeds capacity | \$: Delay exceeds $300 s$ | $+:$ Computation Not Defined | *: All major volume in platoon |  |  |  |




| Approach | EB | NB | SB |
| :--- | ---: | ---: | ---: |
| HCM Control Delay, s | 10.8 | 0.1 | 0 |

HCMLOS B

| Minor Lane/Major Mvmt | NBL | NBT EBLn1 | SBT | SBR |  |  |
| :--- | ---: | ---: | ---: | ---: | :--- | :--- |
| Capacity (veh/h) | * 1077 | -655 | - | - |  |  |
| HCM Lane V/C Ratio | 0.004 | -0.049 | - | - |  |  |
| HCM Control Delay (s) | 8.4 | -10.8 | - | - |  |  |
| HCM Lane LOS | A | - | B | - | - |  |
| HCM 95th \%tile Q(veh) | 0 | - | 0.2 | - | - |  |
| Notes |  |  |  |  |  |  |
| $\sim$ : Volume exceeds capacity | \$: Delay exceeds 300s | $+:$ Computation Not Defined | *: All major volume in platoon |  |  |  |


| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |



HCMLOS B

| Minor Lane/Major Mvmt | NBL | NBT EBLn1 | SBT | SBR |
| :--- | ---: | ---: | ---: | :--- |
| Capacity (veh/h) | *1265 | -566 | - | - |
| HCM Lane V/C Ratio | 0.013 | -0.063 | - | - |
| HCM Control Delay (s) | 7.9 | -11.8 | - | - |
| HCM Lane LOS | A | - | B | - |
| HCM 95th \%tile Q(veh) | 0 | - | - |  |

## Notes

$\sim:$ Volume exceeds capacity $\quad \$$ : Delay exceeds $300 \mathrm{~s} \quad+$ : Computation Not Defined $\quad$ : All major volume in platoon


| Major/Minor | Minor2 |  | Major1 | Major2 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conflicting Flow All | 1198 | 484 | 967 | 0 | - | 0 |
| Stage 1 | 961 | - |  | - | - | - |
| Stage 2 | 237 | - |  | - | - | - |
| Critical Hdwy | 6.84 | 6.94 | 4.14 | - | - | - |
| Critical Hdwy Stg 1 | 5.84 | - |  | - | - |  |
| Critical Hdwy Stg 2 | 5.84 | - |  | - | - |  |
| Follow-up Hdwy | 3.52 | 3.32 | 2.22 | - | - |  |
| Pot Cap-1 Maneuver | *484 | *703 | *1051 | - | - |  |
| Stage 1 | *663 |  | - | - | - |  |
| Stage 2 | *780 | - | - | - | - |  |
| Platoon blocked, \% | 1 | 1 | 1 | - | - | - |
| Mov Cap-1 Maneuver | *482 | *703 | *1051 | - | - | - |
| Mov Cap-2 Maneuver | *596 | - | - | - | - | - |
| Stage 1 | *660 | - | - | - | - | - |
| Stage 2 | *780 | - | - | - | - |  |


| Approach | EB | NB | SB |
| :--- | ---: | ---: | ---: |
| HCM Control Delay, s | 10.9 | 0.1 | 0 |
| HCM LOS | B |  |  |


| Minor Lane/Major Mvmt | NBL | NBT EBLn1 | SBT | SBR |
| :--- | ---: | ---: | ---: | ---: |
| Capacity (veh/h) | $* 1051$ | -645 | - | - |
| HCM Lane V/C Ratio | 0.004 | -0.05 | - | - |
| HCM Control Delay (s) | 8.4 | -10.9 | - | - |
| HCM Lane LOS | A | - | B | - |
| HCM 95th \%tile Q(veh) | 0 | - | 0.2 | - |

## Notes

$\sim:$ Volume exceeds capacity $\quad \$$ : Delay exceeds $300 \mathrm{~s} \quad+$ : Computation Not Defined $\quad$ : All major volume in platoon



HCMLOS B


| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |



| Approach | EB | NB | SB |
| :--- | :---: | :---: | :---: |
| HCM Control Delay, s | 11 | 0 | 0 |

HCMLOS B



| Major/Minor | Minor2 | Major1 |  | Major2 |  |
| :--- | ---: | ---: | ---: | ---: | :--- |
| Conflicting Flow All | 1440 | 356 | 712 | 0 | - |
| $\quad$ Stage 1 | 702 | - | - | - | - |
| $\quad$ Stage 2 | 738 | - | - | - |  |
| Critical Hdwy | 6.84 | 6.94 | 4.14 | - | - |


| Approach | EB | NB | SB |
| :--- | ---: | ---: | ---: |
| HCM Control Delay, s | 12.4 | 0.1 | 0 |
| HCM LOS | B |  |  |



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| $l$ |  |  |  |  |  |  |



| Approach | EB | NB | SB |
| :--- | :---: | :---: | :---: |
| HCM Control Delay, s | 11 | 0 | 0 |

HCMLOS B

| Minor Lane/Major Mvmt | NBL | NBTEBLn1 | SBT | SBR |
| :--- | ---: | ---: | ---: | ---: |
| Capacity (veh//) | * 1000 | -623 | - | - |
| HCM Lane V/C Ratio | 0.001 | -0.042 | - | - |
| HCM Control Delay (s) | 8.6 | - | 11 | - |
| HCM Lane LOS | A | - | B | - |
| HCM 95th \%tile Q(veh) | 0 | - | - | - |
| Notes |  |  |  | - |
| $\sim$ : Volume exceeds capacity | \$: Delay exceeds 300 s | $+:$ Computation Not Defined | *: All major volume in platoon |  |



| Major/Minor | Minor2 | Major1 |  | Major2 |  |
| :--- | ---: | ---: | ---: | ---: | :--- |
| Conflicting Flow All | 1460 | 362 | 724 | 0 | - |
| Stage 1 | 714 | - | - | - | - |

HCMLOS B

| Minor Lane/Major Mvmt | NBL | NBT EBLn1 | SBT | SBR |  |  |
| :--- | ---: | ---: | ---: | ---: | :--- | :--- |
| Capacity (veh/h) | * 1227 | -504 | - | - |  |  |
| HCM Lane V/C Ratio | 0.012 | -0.043 | - | - |  |  |
| HCM Control Delay (s) | 8 | -12.5 | - | - |  |  |
| HCM Lane LOS | A | - | $B$ | - | - |  |
| HCM 95th \%tile Q(veh) | 0 | - | 0.1 | - | - |  |
| Notes |  |  |  |  |  |  |
| $\sim$ : Volume exceeds capacity | \$: Delay exceeds $300 s$ | $+:$ Computation Not Defined | *: All major volume in platoon |  |  |  |






| Minor Lane/Major Mvmt | NBT | NBRWBLn1 | SBL | SBT |
| :--- | ---: | ---: | ---: | ---: |
| Capacity (veh//) | - | -220 | 507 | - |
| HCM Lane V/C Ratio | - | -0.074 | 0.011 | - |
| HCM Control Delay (s) | - | -22.7 | 12.2 | - |
| HCM Lane LOS | - | - | $C$ | B |
| HCM 95th \%/tile Q(veh) | - | - | 0.2 | 0 |



HCM LOS A





|  | $y$ | 4 | $\dagger$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | NBL | NBT | SBT |
| Lane Group Flow (vph) | 72 | 48 | 405 | 909 |
| v/c Ratio | 0.40 | 0.10 | 0.14 | 0.32 |
| Control Delay | 21.8 | 3.4 | 2.6 | 3.1 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 21.8 | 3.4 | 2.6 | 3.1 |
| Queue Length 50th (ft) | 9 | 5 | 22 | 58 |
| Queue Length 95th (ft) | 24 | 11 | 41 | 99 |
| Internal Link Dist (ft) | 198 |  | 190 | 486 |
| Turn Bay Length (ft) |  |  |  |  |
| Base Capacity (vph) | 471 | 475 | 2895 | 2880 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.15 | 0.10 | 0.14 | 0.32 |

[^11]|  | $y$ | 4 | $\dagger$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | NBL | NBT | SBT |
| Lane Group Flow (vph) | 52 | 44 | 1325 | 653 |
| v/c Ratio | 0.39 | 0.07 | 0.44 | 0.22 |
| Control Delay | 41.7 | 2.5 | 3.2 | 2.2 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 41.7 | 2.5 | 3.2 | 2.2 |
| Queue Length 50th (ft) | 21 | 5 | 111 | 41 |
| Queue Length 95th (ft) | 51 | 12 | 159 | 66 |
| Internal Link Dist (ft) | 198 |  | 190 | 486 |
| Turn Bay Length (ft) |  |  |  |  |
| Base Capacity (vph) | 324 | 646 | 3036 | 3019 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.16 | 0.07 | 0.44 | 0.22 |

[^12]|  | $y$ | 4 | $\dagger$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | NBL | NBT | SBT |
| Lane Group Flow (vph) | 72 | 48 | 410 | 917 |
| v/c Ratio | 0.40 | 0.10 | 0.14 | 0.32 |
| Control Delay | 21.8 | 3.4 | 2.6 | 3.1 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 21.8 | 3.4 | 2.6 | 3.1 |
| Queue Length 50th (ft) | 9 | 5 | 22 | 59 |
| Queue Length 95th (ft) | 24 | 11 | 41 | 100 |
| Internal Link Dist (ft) | 198 |  | 190 | 486 |
| Turn Bay Length (ft) |  |  |  |  |
| Base Capacity (vph) | 471 | 471 | 2895 | 2880 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.15 | 0.10 | 0.14 | 0.32 |

[^13]|  | $y$ | 4 | $\dagger$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | NBL | NBT | SBT |
| Lane Group Flow (vph) | 52 | 44 | 1339 | 659 |
| v/c Ratio | 0.39 | 0.07 | 0.44 | 0.22 |
| Control Delay | 41.7 | 2.5 | 3.2 | 2.2 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 41.7 | 2.5 | 3.2 | 2.2 |
| Queue Length 50th (ft) | 21 | 5 | 113 | 42 |
| Queue Length 95th (ft) | 51 | 12 | 162 | 67 |
| Internal Link Dist (ft) | 198 |  | 190 | 486 |
| Turn Bay Length (ft) |  |  |  |  |
| Base Capacity (vph) | 324 | 641 | 3036 | 3023 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.16 | 0.07 | 0.44 | 0.22 |

[^14]|  | $\rightarrow$ | $\downarrow$ | 4 |  | $\pm$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | WBT | NBL | NBT | SBL | SBT |
| Lane Group Flow (vph) | 72 | 22 | 48 | 418 | 3 | 918 |
| v/c Ratio | 0.60 | 0.11 | 0.11 | 0.16 | 0.00 | 0.34 |
| Control Delay | 23.1 | 1.1 | 10.0 | 6.7 | 10.3 | 7.9 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 23.1 | 1.1 | 10.0 | 6.7 | 10.3 | 7.9 |
| Queue Length 50th (ft) | 0 | 0 | 5 | 21 | 0 | 56 |
| Queue Length 95th (ft) | \#28 | 0 | 31 | 117 | 6 | 280 |
| Internal Link Dist (ft) | 198 | 98 |  | 190 |  | 486 |
| Turn Bay Length (ft) |  |  |  |  |  |  |
| Base Capacity (vph) | 121 | 200 | 422 | 2679 | 715 | 2666 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.60 | 0.11 | 0.11 | 0.16 | 0.00 | 0.34 |

## Intersection Summary

\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

|  | $\rightarrow$ |  | 4 | $\dagger$ | - | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | WBT | NBL | NBT | SBL | SBT |
| Lane Group Flow (vph) | 55 | 13 | 55 | 1283 | 10 | 658 |
| v/c Ratio | 0.60 | 0.14 | 0.09 | 0.43 | 0.03 | 0.22 |
| Control Delay | 29.8 | 3.2 | 4.3 | 4.7 | 4.8 | 3.5 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 29.8 | 3.2 | 4.3 | 4.7 | 4.8 | 3.5 |
| Queue Length 50th (ft) | 0 | 0 | 5 | 92 | 1 | 36 |
| Queue Length 95th (ft) | \#31 | 0 | 22 | 308 | 9 | 129 |
| Internal Link Dist (ft) | 198 | 98 |  | 190 |  | 486 |
| Turn Bay Length (tt) |  |  |  |  |  |  |
| Base Capacity (vph) | 91 | 91 | 629 | 2967 | 314 | 2962 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.60 | 0.14 | 0.09 | 0.43 | 0.03 | 0.22 |
| Intersection Summary |  |  |  |  |  |  |
| \# 95th percentile volume exceeds capacity, queue may be longer. |  |  |  |  |  |  |


|  | $y$ | 4 | $\dagger$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | NBL | NBT | SBT |
| Lane Group Flow (vph) | 66 | 38 | 448 | 992 |
| v/c Ratio | 0.38 | 0.09 | 0.15 | 0.34 |
| Control Delay | 20.9 | 3.3 | 2.5 | 3.2 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 20.9 | 3.3 | 2.5 | 3.2 |
| Queue Length 50th (ft) | 7 | 4 | 24 | 65 |
| Queue Length 95th (ft) | 44 | 13 | 44 | 109 |
| Internal Link Dist (ft) | 198 |  | 190 | 486 |
| Turn Bay Length (ft) |  |  |  |  |
| Base Capacity (vph) | 451 | 433 | 2901 | 2891 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.15 | 0.09 | 0.15 | 0.34 |

[^15]|  | $y$ | 4 | $\dagger$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBL | NBL | NBT | SBT |
| Lane Group Flow (vph) | 46 | 45 | 1385 | 708 |
| v/c Ratio | 0.37 | 0.07 | 0.46 | 0.23 |
| Control Delay | 42.5 | 2.5 | 3.2 | 2.3 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 42.5 | 2.5 | 3.2 | 2.3 |
| Queue Length 50th (ft) | 20 | 5 | 119 | 45 |
| Queue Length 95th (ft) | 57 | 13 | 177 | 72 |
| Internal Link Dist (ft) | 198 |  | 190 | 486 |
| Turn Bay Length (ft) |  |  |  |  |
| Base Capacity (vph) | 308 | 611 | 3040 | 3032 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.15 | 0.07 | 0.46 | 0.23 |

[^16]|  | $\rightarrow$ | $*$ | 4 |  | $\pm$ | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | WBT | NBL | NBT | SBL | SBT |
| Lane Group Flow (vph) | 66 | 22 | 38 | 456 | 3 | 993 |
| v/c Ratio | 0.55 | 0.11 | 0.10 | 0.17 | 0.00 | 0.37 |
| Control Delay | 18.5 | 1.1 | 10.1 | 6.8 | 10.3 | 8.1 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 18.5 | 1.1 | 10.1 | 6.8 | 10.3 | 8.1 |
| Queue Length 50th (ft) | 0 | 0 | 4 | 23 | 0 | 63 |
| Queue Length 95th (ft) | \#18 | 0 | 37 | 127 | 6 | 310 |
| Internal Link Dist (ft) | 198 | 98 |  | 190 |  | 486 |
| Turn Bay Length (ft) |  |  |  |  |  |  |
| Base Capacity (vph) | 121 | 200 | 385 | 2679 | 690 | 2672 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.55 | 0.11 | 0.10 | 0.17 | 0.00 | 0.37 |

## Intersection Summary

\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

|  | $\rightarrow$ |  | 4 | $\dagger$ | - | $\downarrow$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | WBT | NBL | NBT | SBL | SBT |
| Lane Group Flow (vph) | 46 | 13 | 45 | 1401 | 10 | 713 |
| v/c Ratio | 0.51 | 0.14 | 0.08 | 0.47 | 0.04 | 0.24 |
| Control Delay | 19.4 | 3.2 | 4.3 | 5.0 | 4.9 | 3.6 |
| Queue Delay | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Delay | 19.4 | 3.2 | 4.3 | 5.0 | 4.9 | 3.6 |
| Queue Length 50th (ft) | 0 | 0 | 4 | 106 | 1 | 40 |
| Queue Length 95th (ft) | \#8 | 0 | 26 | 353 | 9 | 142 |
| Internal Link Dist (ft) | 198 | 98 |  | 190 |  | 486 |
| Turn Bay Length (tt) |  |  |  |  |  |  |
| Base Capacity (vph) | 91 | 91 | 596 | 2970 | 273 | 2964 |
| Starvation Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 |
| Storage Cap Reductn | 0 | 0 | 0 | 0 | 0 | 0 |
| Reduced v/c Ratio | 0.51 | 0.14 | 0.08 | 0.47 | 0.04 | 0.24 |
| Intersection Summary |  |  |  |  |  |  |
| \# 95th percentile volume exceeds capacity, queue may be longer. |  |  |  |  |  |  |

## SHERRELWOOD VILLAGE

PLANNED UNIT DEVELOPMENT - FINAL DEVELOPMENT PLAN
IN THE COUNTY OF ADAMS, COLORADO

| OPEN SPACE SUMMARY |  |  |
| :--- | :---: | :---: |
| LAND USE | ACRES | $\%$ ACRES |
| TRACTA | 0.07 | $1.7 \%$ |
| TRACTB | 0.10 | $2.4 \%$ |
| TRACTC | 0.62 | $14.7 \%$ |
| TRACTD | 0.30 | $7.1 \%$ |
| TRACTE | 0.11 | $2.6 \%$ |
| TRACTF | 0.01 | $0.2 \%$ |
| ROW | 3.00 | $71.3 \%$ |
| TOTALOS PROVIDED | 4.2 | $100.0 \%$ |
| ACTIVE OS PROVIDED | 0.9 |  |

ACTIVEOS PROVIDED
Required Open Space is 3.2 acres ( $30 \%$ )
Required Active Open Space is 0.8 acres ( $25 \%$ of Open Space)

```
LEGEND
TZZIZZZ\ active open space
    TRACTS
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            NEW TRACTS
            NEW ROW
```

$\square$ NEW ROW


Case No. PRC2016-00008

## Neighborhood Meeting Summary Elmwood Estates of Sherrelwood Village

The following is a summary of the virtual neighborhood meeting held on August 25, 2020.

The mailed notice informing residents of the neighborhood meeting was sent on August 14, 2020. Additional residents were notified via email if they had previously commented on the submittal. The notice outlined how residents could email an email address to get the virtual meeting link and other information if requested.

8 residents requested to participate in the Virtual format, and the following questions/answers were:

## Marilyn Shea

- Have the Townhomes been approved yet or are they still under review?
- I would like to discourage the use of high-density residences in this area because parking in the area is already limited.
- I am not impressed with how the storm water was dealt with in Clear Water Estates (another Delwest project). It seems to be a temporary fix and not completed. I'm concerned that stormwater structures will be an issue in the Elmwood Estates, and we will have to foot the bill in the future.
- This will lead to increased traffic congestion in the area. I've seen a lot of bad traffic situations in this area and I do not believe a three-way stop will make the situation any better.


## Andrew Davernheim

- Agrees with the previous points made by Marilyn especially with her statements on the traffic standpoint.
- Concerned with the gathering area/park amenity. In the presentation it seemed like an afterthought.


## Craig Fitchett of Delwest (response to Marilyn \& Andrew)

- I wanted to clarify Marilyn's comment about the Clear Lake Estates. We installed a $\$ 175 \mathrm{k}, 58$ " pipe that will sit there for maybe 8 years until Urban drainage can access it. Its not going to be a burden for Sherrelwood taxpayers. In the interim we've made that site plug and play as soon as the rest of the drainage facility is there.
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- As far as parking, we do have a successful subdivision and I have not heard any complaints from any of the residents about parking. We are almost sold out there and we feel like we have parked this site adequately.
- The park to the east will allow for overflow parking. We will have integrated sidewalks that will allow pedestrian access form parking at the park to our neighborhood.
- One thing we were trying to do in Sherrelwood was to create an outdoor amenity and identify the park as a place to meet and create an annual outdoor activity. Whether it's a festival or music nights or something similar,
- We've partnered with Hyland Hills who owns Sherrelwood park. We are going to work with them to create the correct amenity. However, with Covid we've been thwarted in our efforts in designing the proper amenity there as of yet.
- I agree it feels as though it was a little bit of an afterthought. But we haven't truly designed that amenity space, we are working with Hyland Hills to do that. As soon as we get something, I promise it will be on the website and you will be the first to know about it.
- We look for your input to help us design what we are doing in the future and we will hopefully work with you to create community input that will help guide our design to create what you are looking for in a meeting place like that.


## Kelly \& Mike Adolf

- Why in our outdoor amenity space do we need to pay homage to the "bubble building"? Is there a group of people that requested homage be paid?
- I know that Covid has been an issue, but is there an expectation as to when the Children's Outreach Center ("Bubble building") will be torn down?
- Is Adams County/ Hyland Hills prepared to address the higher density/ use of the park area? Especially in terms of garbage and safety concerns?
- Will any of the existing trees be saved?


## Craig Fitchett of Delwest (Kelly \& Mike Adolf)

- We are working with the city council, community, and Hyland Hills to create neighborhood identity and a "rebirth" in some of these older communities and Sherrelwood Park gives us the perfect opportunity to do that.
- There is no proposal just yet for any events or festivals, but we are working on bringing an annual or quarterly event to the park.
- A million people have moved to the Denver area in the last 10 years, the metro area is under pressure for housing. We are here to create affordable housing for the growing population.
- Any opportunity for infill with a bias towards open space, density, and farer traffic conditions is a win for everyone.
- We attempted to get the COP (Children's Opportunity Project) relocated to a space to grow as a part of this project as the building did not fit their need and was in disrepair. Sadly, they had to shudder due to lack of funding.
- We've had a lot vandalism to the building and have paid at least $\$ 6-\$ 7 \mathrm{~K}$ on clean up. Anything of value has been taken by vandals and sold. Though some
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10200 E. Girard Ave, Suite A-314 Denver, CO 80231 Phone: 303.632.8867
want to save and repurpose the building there isn't the budget to do that. It would take millions of dollars to get that building up to code and wouldn't be the best use of the site.
- We are going to map the site and attempt to save any trees possible, we have an green space area to the east that we should be able to keep existing trees. No promises but we will do our best to preserve as many of the existing trees as possible.


## Joesph Valasquez

- Not everyone has open distain for the Children's Outreach Center ("Bubble building. I know that not everybody likes to see an old building standing and some would rather see progress than history last.
- I would like to make a counter point to Ms.Adolfs opinion: a building that is a bit beat up does not mean it's not decrepit. l've been in the building multiple times over the years and Its really sad to hear people talk about the building in a way that its disposable.
- If you are upset someone is throwing bottles, yell at them, call the cops. We have to protect our own communities and this is what this meeting is about.
- The development that went up south of Pecos had promises of a Recreation center that did not come through. How will we know you will fulfil all these promises without anything on paper?
- Also, I would like to support Marilyn's statements on traffic and density. I can't see how adding a stoplight and 40 families will relieve traffic congestion.
- I personally live in a townhome development and its packed; there are more than 3 cars per home.
- You using the city park area for overflow parking seems like you are using city tax dollars to fund extra parking for you guys which does not sound fair to me.
- You are buying/ using old school district 12 property. They would refuse to sell to anyone until you came along. I don't know if you taking the position that you are the stars of the neighborhood when the owners refused to sell it to anyone else is accurate.
- So are you really trying to leverage community space for private profits?
- 43 homes in that little area is crappy. Do you want 200 people living across from you. I've been in that area and its smaller than a city block and you are putting 40 homes.
- Finally, I am offended that you are talking like my community like some type of slum like it's a craphole. I would appreciate it if you didn't tear down the park to put another 200 people.


## Craig (response to Joesph)

- Delwest has had a relationship with the previous owner, Adams county school district 50 (not district 12 as stated by Joseph), for 5 years now. We give money every time we sell a home to the Westminster foundation.
- We work with Westminster public schools. For example we used Westminster public school artwork in our new affordable project at Baker school apartments
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Landscape Architecture \& Planning
10200 E. Girard Ave, Suite A-314 Denver, CO 80231 Phone: 303.632.8867
in the project we worked with elementary, middle, and high school students in creating the art on site.
- We asked the district to sell 3-4 years ago, and they were unable to sell it. It wasn't just us, everyone else did not get a chance to buy it. We did actively go after it but we were being told no by the district.
- We are not going to try to tear down the park we are going to enhance it with new structures. We believe the park is a fantastic community amenity.
- When you have a vacant building with weeds growing out of control, with nobody entering it and no controls over that from a security standpoint you get vandalism, breaking and entering, you get all sorts of crime. That happens because people break into a vacant building and take things from it.
- Unfortunately, COP (Children's Opportunity Project) wasn't able to stay in business and the building in the interim has been vandalized.


## Joesph Valasquez

- I would like to ask how you came to own the property? I was personally interested in buying and building a single-family unit. I couldn't even get a hold of anyone to talk to me about selling it. I was told its unavailable, no one could buy the property, then all of sudden Delwest owns the property.
- You buy these properties for prime values and now you are going to make millions of dollars off of these 40 units. How does that work?


## Craig Fitchett of Delwest (response to Joesph)

- We pay a lot more in property taxes.


## Joesph Valasquez

- But how do you get ahead of me in purchasing this property?


## Craig Fitchett of Delwest (response to Joesph)

- I don't know how that happened, but this is my job and I'm good at it. I apologize you didn't get to get an offer to the school district. I know many offers were made and we made a competitive offer.


## Joesph Valasquez

- Do you know if this information is public information?


## Craig Fitchett of Delwest (response to Joesph)

- I'm sure it is, I'm not sure how many offers were made.
- We don't just build single family homes; we build apartments where we bring in affordable housing. I have many housing choice vouchers for people that are unfortunately able to afford different locations throughout the city.
- Communication is the answer right now as we move forward, we would love your input. I know our intention is not to save the building, but to create community. So, help me build community by giving us your input.
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## Joesph Valasquez

- How many people do you think will be living in this space once it is fully built out at 43 units?


## Craig Fitchett of Delwest (response to Joesph)

- I am not totally sure, but it is close to 2.8 people per unit. The site would not be able to accommodate much more than that.


## Joesph Valasquez

- I do not think it will be great to add 200 people to the community. There is no yards or place for the kids to play.


## Craig Fitchett of Delwest (response to Joesph)

- I think there is a misconception that we are taking away from the park. When people say there is no place to play there is a 17AC park.
- We will try and enhance the park so we can get more utility from the park. Right now, thel7 ac will be maintained as a park as long as we know.


## Sarah Garner

- My personal issue is that a development company that has only been Denver based since 1993 is going to come in and destroy one of the few nostalgic buildings in the area. I do want it known that the community doesn't feel like the "spaceship house" is a blighted building or ugly.
- The only reason it is vacant is because the Westminster School District refused to sell to a private party. I was told verbatim that they were waiting on "Developer money".
- I live across the street from the spaceship house and we keep eyes on the "bubble building" You mention its being vandalized, but I haven't seen it. All the windows are intact and there are security cameras on the outside of the building so if there are people throwing bottles at the building please call the cops and keep our neighborhood safe.
- Craig, you have a daughter from what I understand, what kind of community can our children have when every block is corner to corner with concrete and siding? They need outdoor recreation, outdoor space and parks. There are plenty of development complexes around the area
- I personally feel like you are trying to gentrify our neighborhoods with the sole intention of lining your pockets. I'm not personally comfortable with it. If you sell each unit for $\$ 300 \mathrm{k}$ that would be $\$ 14.5$ million.
- I feel like you are trying to raise our property taxes and tear down our old buildings.
- As Joseph stated before, I attempted to buy the property and was told it's not a possibility, it was a commercial deal. I don't know, I just don't think its fair either.


## Craig Fitchett of Delwest (response to Sarah)

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- We've been in business for a long time, 1993 seems like a long time to me. We've seen a lot of ups and downs in the building industry and we've pivoted in the last 5 years. We build affordable housing for people.
- With the average house going for $\$ 600 \mathrm{k}$ we can offer housing for less than $\$ 400 \mathrm{k}$. We are going to open up opportunities for a massive supply of buyers that have nowhere to go.
- We didn't create the buyers or the traffic, but what we do is say there's a great amenity, lets take advantage of it. Let's make it better, lets make it safer and let's make this vacant land into something that will enrich lives and enrich the community.
- You bring up my daughter, she is an architectural student at CU, and she loves going on city walks with me. We really appreciate cities like NY where you can get to central park, you see these great pocket parks that are great gathering areas and a place to commune but they are surrounded by these high rises. It gives people a great way to live in the sense that they have a place to walk and gather.
- As we move forward, I really want to work with the community to create the best options for everyone.


## Pat Hall (Messaged Questions/Comments)

- Listeners need to know this is a zoning change request to the County as a first effort.
- I want to know who is paying for the playground?
- No housing shortages in this neighborhood...
- Just build 4 new houses on this property.
- This is NOT blighted property and I have not heard of any vandalism...Is this a scare tactic?
- Where is this affordable housing?
- This is not NY City
- You won't be living here right?


## -End of Meeting-

In attendance were Layla Rosales and Mike Weiher from Terracina Design, Craig Fitchett, Derrell Schreiner, and Bree Neely from Delwest, Alan Sielaff from Adams County, and local residents Marilyn Shea, Andrew Dauernheim, Kelly \& Mike Adolf, Joseph Valasquez, Sarah Garner, and Pat Hall.
terracina design

## ELMWOOD ESTATES

EROSION AND SEDIMENT CONTROL PLANS
PART OF THE NORTHEAST QUARTER SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



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Concrete Washout Area (CWA)
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 SM-4
Vehicle Tracking Control (VTC)
K


VTC-1. AGGREGATE VEHICLE TRACKING CONTROL

## ELMWOOD ESTATES

## CIVIL CONSTRUCTION PLANS

PART OF THE NORTHEAST QUARTER SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST
OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



VICINITY MAP








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Surface Roughening（SR） EC－1


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MM－1
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VTC－1．AGGREGATE VEHICLE TRACKING CONTROL







## ELMWOOD ESTATES

## CIVIL CONSTRUCTION PLANS

PART OF THE NORTHEAST QUARTER SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO


VICINITY MAP



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## EXHBTIP A

## PARCESL C

Beginning at the North one-quarter corner of Section 33, Township 2 South, Range 68 West, 6 th Principal Meridan, Adams County, State of Colorado; thence South $51^{\circ} 31^{\prime} 15^{\prime \prime}$ East, a distance of 627.73 feet to a point, said point being the Irue Point of Beginning; thence the following courses and distances:
North $88^{\circ} 17^{\prime} 51^{\prime \prime}$ East, 39.50 feet;
South $17^{\circ} 34^{\prime} 59^{\prime \prime}$ East, 104.05 feet;
North $54^{\circ} 51^{\prime} 00^{\prime \prime}$ West, 68.33 feet;
North $14^{\circ} 23^{\prime} 00^{\prime \prime}$ West, 60.58 feet to the True Point of Beginning.

The above parcel contains 0.076 acres more or less $(3,319.97$ square feet).
(The Bearings and Distances are derived from the Kalcevic Subdivision plat as recorded August 23, 1984, County of Adams, State of Colorado, in File 16, Map Number 142, Reception Number B523787 and the attached Detail Maps Number 1 and 3).




## EXHIBII A

## parcisc D

Beginning at the North one-quarter comer of Section 33, Township 2 South, Range 68 West, 6th Principal Meridian, Adams County, State of Colorado; thence North $11^{\circ} 14^{\prime \prime}{ }^{\prime \prime}{ }^{n}$ East, a distance of 297.45 feet to a point, said point being the True Point of Beginning; thence the following courses and distances:

```
South 820}2\mp@subsup{6}{}{\prime}1\mp@subsup{4}{}{\prime\prime}\mathrm{ East, 299.6.1 feet;
South 08`}\mp@subsup{}{}{\circ}\mp@subsup{0}{}{\prime\prime}0\mp@subsup{0}{}{\prime\prime}\mathrm{ East, 254.39 feet;
South 14*}2\mp@subsup{3}{}{\prime}0\mp@subsup{0}{}{\prime\prime}\mathrm{ East, 327.68 feet;
North }3\mp@subsup{3}{}{\circ}2\mp@subsup{5}{}{\prime}3\mp@subsup{3}{}{\prime\prime}\mathrm{ West, 83.14 feet;
North 21*}24\mp@subsup{4}{}{\prime}I\mp@subsup{l}{}{\prime\prime}\mathrm{ West, 534.54 feet;
North 76 32'09" West, 178.58 feet to the True Point of Beginning.
```

The above parcel contains 0.875 acres more or less ( $38,093.28$ square feet).
(The Bearings and Distances are derived from the Kalcevic Subdivision Plat as recorded August 23, 1984, County of Adams, State of Colorado, in File 16, Map Number 142, Reception Number B523787 and the attached Detail Map Number 1).





## EXCLUSIVE EASEMENT FOR PIPELINE

KNOW ALL MEN BY THESE PRESENTS :

1. That the undersigned Adams County School District No. 50
(hereinafter referred to as Grantor", in consideration of the sum of $\$ 5.00$, receipt of which is hereby acknowledged, and of further agreements and considerations herein stated does hereby grant. to the city of Thornton, acting by and through its utilities Board, a Municipal corporation of the state of Colorado lhereinafter referred to,as, Grantee"), its successors and assigns, the permanent right to enter, reenter, occupy and use the hereinafter described. property to construct, maintain, repair, replace, remove, enlarge, and operate one or more pipelines and ali underground and surface appurtenances thereto, , together with a temporary construction easement during the period of construction of such pipelines in, over, under, through, and across the real property described, on Exhibit "A", attached hereto and incorporated herein by reference. The easement hereby granted includes the right of necessary use of the surface and subsurface of such land for the construction, layang, maintenance, repair, removal, and replacement of such pipelines.
2. Grantee shal 1 have and exercise the right of ingress and egress into, over, through, and across, the above described property for any purpose needful for the fuil enjoyment of any other right of occupancy or use provided for herein.
3. Grantor shall not construct or place any structure or builang, street light, power pole, yard light, or plant any shrub, trees, wooden plant or nursery stock in any part of the above described right of way. Any structure, building, street light, power pole, yard light, shrub, tree, wooden plant orfnursery stock situated on the above-described right of way as of the date of this Agreement, except the existing baseball backstop, may be removed by the Grantee Without liability for darnages arising therefromb If Grantee must remove or damage such baseball backstop. Grantee agrees to replace it at Grantee's sole expense.
4. Eexistíng fencing disturbed or destroyed by the Grantee in constructing the facilities contemplated hereby shall be replaced
by Grantee to its original condition as near as may be, however Grantor shall not construct new fencing across or within the right of way herein described without the prior written approval of, the Grantee.

5 . Grantee shal have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirabie for the ful1, complete and unmolested enjoyment of the rights hereinabove described. The Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any pipeline or lines and appurtenances within the right of way without obtaining the specific written permission of the Grantee, Any modification undertaken by the Grantor would be upon terms which would provide for reimbursement to the Grantee of the cost of any alterations to any pipeline facility made necessary by the change. In the event the terms of this paragraph are violated by the Grantor or by any person in privy with him or her, such violations shall be corrected and eliminated immedately upon receipt of notice from Grantee and in the alternative Grantee shall have right to correct and eliminate such violation, and the Grantor, his or her heirs, administrators, successors, and assigns; shall promptiy pay the actual cost thereof.
6. Grantor retains the right to undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as otherwise herein provided.
7. In case the Grantee sha11 abandon its rights herein and cease to use the right of way herein described, all right, title and interest of the Grantee shall cease and terminate and all rights of the Grantee so abandoned shali cease and terminate and the Grantor shali hold the premises as the same may then be freefrom the rights so abandoned but nothing herein shali be construed as Working a forfeiture or abandonment if any interest described hereunder is owned by Grantee at the time of abardonment of Grantee's rights.
8., After construction of any pipeline, the general, surface of the ground, except as necessarily modified to accommodate appurtenances shall be restored as near as may reasonably be, to the graded condition it was in immediately prior to construction. Top soil shail be replaced in cultivated and agricultural areas and excess earth resulting from installations by the Grantee shall be removed from. the right of way at the sole expense of Grantee.
9. Grantor warrants that he has full and lawful authority to make the grant herein above contained, and promises and agrees to defend that Grantee in the exercise of its rights hereunder against any defect and Grantor's title to the land involved or Grantor's right to make the grant hereinabove contained.

Each and every one of the benefits and burdens of this agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have set their hands hereto this $\qquad$ ; 1986


GRANTER:
ADAMS COUNTY SCHOOL DISTRICT 50


APPROVED AS TO FORM:


## STATE OF COLORADO <br> COUNTY OF ADAMS

The within and foregoing, instrument was acknowledged before me by Donaldc.ciancio and Geniva R. Deal , this $\qquad$ day of September 1986.

My Commission Expires: $\qquad$

(SIGNATURES CONTINUED ON NEXT PAGE)
$\operatorname{bon} 3251 \operatorname{man} 934$

CTTY OF THORNTON, acting by and through its Utilities Board


ATTEST:
Secretary Weft
APPROVED AS TO FORM:


STATE OF COLORADO
COUNTY OF ADAMS

$$
\{\operatorname{ss}
$$

The within and foregoing instrument was acknowledged before me by $\qquad$ this 4 eh day of cent et 1986 .








# File 17 MAP 34 

## KALCEVIC SUBDIVISION AMENDED

A PART OF THE SE $1 / 4$ OF SECTION 28, T2S, R68W, AND THE NE $1 / 4$ OF SECTION 33, T2S, R68W, OF THE 6TH P.M., ADAMS COUNTY, STATE OF COLORADO

SHEET 1 OF 3

## Ceftification of Dedication and Ownership

Know all men by these presents that the City of Thornton, a muni-
cipality, being the owner of that part of the Kalcevic Subdivision, as cipailty, being the owner of that part of the Kalcevic Subdivision, as
it is recorded in File 16 Map 142 ot the Addans county Clerk and Recordor's Office. 1ocated in the southeast $1 / 4$ of Section 28 and
Re northeast $1 / 4$ of Section 33 Township 2 South, Range 68 West o the northeast $1 / 4$ of Section 33 Township 2 South, Range 68 West of
the Sixth Principal Meridian, Adams County, State of Colorado, soid the Sixth Principal Meridian, Adams County, State of
parcel being more particularly described as follows:
Commencing ot the south $1 / 4$ corner of said Section 28;
Commencing at the south $1 / 4$ corner of said Section 28 ;
thence, coincident with the north/south center line of said Section thence, coincident with the north/south center line of said Section
2 . North $00^{\circ} 00^{\prime} 00^{\prime \prime}$ East o distance of 549.00 feet
thence South $82^{\circ} 26^{\prime} 14^{\prime \prime}$ East a distance of 60.53 feet to the thence South $82^{\circ}{ }^{26}$. $14^{\prime \prime}$. East a distance of 60.53 feet to the
east right-of-way line of Pecos Street and the south line of a east right-of-way line of peos Street and the south line of a
parcel recorded in Book 2278 at Page 938 at said office, said point being the Point of Beginning;
thence, coincident with said, south line, South $8.2^{\prime} 26^{\prime} 14^{\prime \prime}$ East a distance of 671.26 feet to a point on the west line of the third
filing of Sherrelwood Estates as recorded in File 10 as Map 335 at said office;
thence, coin
hence, coincident with said west line, the following courses and
 South $11^{25}, 00^{\prime \prime}$ West a distance of 312.00 feet;
South $30^{\circ} 00^{\prime} 00$ East a distance of 552.13 feet to the north right-of-way' line of Elmwood Lane;
to the left hoving with said north right-of-way line, along a curve angle of $02^{\circ} 38^{\prime} 34^{4}$ an arc distance of 56.96 feet, whose chord angle of
bears South $55^{\circ} 04^{\prime}$
$40^{\circ}$
West a a chord distance of 56.96 feet to a point of tangency,
hence, coincident with said north right-of-way line, South $53^{\circ}$
$45^{\prime} 23^{\prime \prime}$ West a distance of 140.10 feet; thence, coincident with said north right-of-way line, along a curve or the right having a radius of 1176.49 feet, through a central
angle of $05^{\circ} 02^{\prime} 59^{\prime \prime}$ an arc distance of 103.69 feet, whose chord
 he east line of a parcel owned by the Archdiocese of Denver; thence, coincident with
distance of 549.07 feet;
thence, coincident with the east line of a parcel recorded in Book
746 at Page 180 at said office, North $54^{\circ} 51^{\prime} 00^{\prime \prime}$ West a distok 746 at Page 180 at said office, North $54^{\circ} 51^{\prime} 00^{\prime \prime}$ West a distance
of 248.71 feet to the east line of a parcel recorded in Book 3251 t Page 921 ot said office; hence, coincident with said east line, North 17. $34^{\prime} 59^{\prime \prime}$ West a distance of 104.05 feet to the north' line of soid parcel;
thence, coincident with soid north line, South $88^{\prime} 17^{\prime} 51^{\prime \prime}$ West distance of 39.50 feet to the east line of said parcel described
 distance of 76.07 feet to the west line of a parcel recorded in
Book 3251 at Page 928 at said office; Book 3251 at Page 928 ot said office;
thence, coincident with soid west line and the east line of o
parcel described in Book 3254 at Page 139 at said office, the
following courses and
ollowing courses ond distances:
North $33^{\circ} 25^{\prime} 33^{\prime}$

 east right-of-way line of Pecos Street;
hence, coincident with sold-east right-of-way line, North 00. $00^{\prime} 00^{\prime \prime}$ East a distance off:249.77 feet to the south line of said parcel described in Book 22278 at Page 938, soid point being the
POINT OF BEGINNING, containing 18.43 acres more or less;
have by these presents laid out, platted and subdivided the same into lots and blocks as shown on this plat under the name and style of "Kalcevic Subdivision Amended", and do hereby dedicate to the
County of Adams, State of Colorado, for public use all streets and ther public ways and lands as shown on this plat, forever, and also reserve those real property which are labeled as utility
easements on this plat for the installation and maintenance of utilities and drainage facilities, including but not limited to electric lines, gas lines, telephone lines, water lines, sewer
lines; together with the right to trim interfering trees and brush, lines; together with the right to trim interfering trees and brus,
together with operpetual right of ingress and egress for
installation, maintenance, ond replacement of such lines; said installation, maintenance, and replacement of such lines; said
easements ond rights are to be utilized in a responsibe and prudent
manner. Executed this STin day of Nov\& manner. Executed this STh day of Nou\&murn 19.\&.

cknowledgement
State of Colorado)
City of Thornton,'
The foregoing plat gnd dedication was acknowledged before me
this 5 day of November 19 al by Nack ETHRESGE

$$
\begin{gathered}
\text { Samele } \\
\text { Notary Public } \\
\text { Mein }
\end{gathered}
$$

My commission expires fuly 29,1995
My address is: 9500 Civio Cte Dr
SURVEYOR'S CERTIFICATE
1, Kerry A. Perkins, a licensed professional Land Surveyor in the
State of Colorado, do hereby state that the survey of this plat tatae of Colorado, do hereby state that the survey of this plat was made under my direct supervision and that the accompanying plat
accurately and properly shows said subdivision in conformance with
Titte Title 38, Article 51 of the Colorado Revised Statutes as amended.


SURVEYOR'S NOTCE
Section $13-80-105$
NOTICE: According to Colorado law, any legal action based upon any be commenced within three years after discovering such defect. in no event may any action based upon ony
defect in this survey be commenced more than ten years from the
date of certification shown hereon.
 SCALE: $1^{\prime \prime}=2000^{\circ}$
otes and Restriction
The following notes and restrictions shall apply to Kalcevic None

Planning Commission Approval: Approved by the Adams
CTOBER, 1991.


Board of County Commissioners Approval:
Approved by the Addoms County Board of
( $/ \underline{Z 2}$ day of OCTOSER, 19 II.
Chairman elefist

Clerk and Recorder's Certificate
This plat and dedication was filed for record in the office of

$\frac{\text { Pobeet } \operatorname{sack}}{\text { County Clerk and Recorder }}$
By: Cenis \& \& Peasoner
File No. 17 $\qquad$
map No. 34 $\qquad$
Reception No. B/041161

| DRAWN BY: MFD/KP | Revysons |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |



## KALCEVIC SUBDIVISION <br> AMENDED

A PART OF THE SE $1 / 4$ OF SECTION 28，T2S，R68W，AND THE NE $1 / 4$ OF SECTION 33，T2S，R68W，OF THE 6TH P．M．， ADAMS COUNTY，STATE OF COLORADO

SHEET 3 OF 3


気方綗程



LOT 2


At a_-_ regular $\quad$ _-...............eeting of the Board of County Commissioners for Adams County, Colorado,
 February
 Commissioner Chairman Commissioner Commissioner County Attiorney
Wilma Thatcher, Deputy Clerk of the Board
when the following proceedings, among others were held and done, to-wit:

## RESOLUTION ACCEPTING DEED FROM COMMUNITY OUTREACH PROJECT THERAPEUTIC DAYCARE CENTER

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting deed from Community Outreach Project Therapeutic Daycare Center to Adams County, a body politic, for the following described property:

Legal Description as set forth in Exhibit "A" attached hereto and incorporated by this reference.

WHEREAS, this property is being dedicated for street right-of-way and is approximately located east of Pecos Street between West 79th Way and Orchard Way; and,

WHEREAS, the Adams County Planning Commission has recommended by Resolution of January 22 , 1987, that the Board of County
Commissioners accept said Deed.
NOW, THEREFORE, BE IT RESOLVED, by the Board of County
Commissioners of the County of Adams, state of Colorado, that the Deed from Community Outreach Project Therapeutic Daycare Center is hereby accepted.


Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:
Younger $\qquad$ Aye
Clame Aye
Kite

STATE OF COLORADO
County of Adams \}ss.
I..... William sokol $\qquad$ County Cleris and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, this 4 th $\qquad$



WITNESSETH, That the said party of the first part, for and fr constderathon of the sum of Good and Valuable Considerations

DOLTARS:
to the said party of the first part in hand paid by the said part $y$ of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these pregsents doth grant, bargain, sell, convey and confirm unto the said party of the second part, its sucressors, and assigns forever, all of the following described lot or parcel of land, situate, lying and being in the County of Adams and State of Colorado, to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated by this reference.

Dedicated for Pecos Street

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said part y of the second part its succesfors ters and assigns forever. And the said Community Outreach Project Therapeutic Daycare Center, a Colorado Corporation party of the first part, for itself, and its successors, doth covenant, grant, bargain, and agree to and with the said part $y$ of the second part, its successors heirs and assigns, that at the time oit the ensealing and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; witn no exceptions.
and the above bargained premises in the quiet and peaceable possession of the said party
of the second part its successorsheirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto


Secretary, the darand year firstagye writion.
Attest: Timothy E. G1asgow
Community Outreach Project Therapeutic .-Daycare Center, a Colorado Corporation


The foregoing instrument was acknowledged before me this 1986 ,by Gordon P. Schick Timothy E. Glasgow $8^{\text {th }} \quad$ day of as as

Colorado My notarial commission expires Witness my hand and official seal.
fy address is: 1010 Depot Hill Road, Suite 104 , Broomfield, Co 80 Robabic
No. 40B. Warranty deed-Corporation.-Bradford Publishing Co., 1824-46 Stout Street, Denver. Colorado-6-73


At a regular meeting of the Planning Commission for Adams County, Colorado, held at the Administration Building in Brighton on Thursday, the 22 nd day of January , 1987 A.D., the following proceedings, among others, were had and done; to wit:

WHEREAS, The Adams County Planning Commission has considered the advisability of accepting a deed from community Outreach Project Therapeutic Daycare Center to Adams County, a body politic, for the following described property:

Legal description as set forth in Exhibit "A" attached hereto and incorporated by this reference.

AND WHEREAS this property is being dedicated for street right-of-way and is approximately located east of Pecos Street between West 79 th Way and Orchard Wzy,

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners.

Upon motion duly made and seconded the foregoing resolution was adopted.

I, Rosemary Pomponio $\qquad$ , Chairman of the Adams County Planning Commission do hereby certify that the annexed and foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.


LEGAL DESCRIPTION:

A PARCEL OF LAND AS DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2019000075343, IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N $89^{\circ} 30^{\prime} 30^{\prime \prime}$ E, FROM THE SOUTH QUARTER CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 23519" TO THE SOUTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 7276", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 28 , THENCE N $89^{\circ} 30^{\prime} 30^{\prime \prime}$ E, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SHERRELWOOD VILLAGE, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2018000075940, SAID ADAMS COUNTY RECORDS, ALSO BEING A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY THAT RESOLUTION RECORDED IN BOOK 3270 AT PAGE 279, SAID ADAMS COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE N $00^{\circ} 14^{\prime} 47{ }^{\prime \prime}$ W, ALONG THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY, AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 293.01 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NO. 2019000075343;
THENCE S $82^{\circ} 41^{\prime} 00^{\prime \prime}$ E, ALONG SAID NORTH LINE, A DISTANCE OF 8.12 FEET TO THE WEST CORNER OF PARCEL D, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 3251 AT PAGE 924;
THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL D, THE FOLLOWING TWO (2) COURSES:

1. $\quad \mathrm{S} 76^{\circ} 46^{\prime} 56^{\prime \prime} \mathrm{E}, \mathrm{A}$ DISTANCE OF 178.56 FEET;
2. $\quad$ 2 $21^{\circ} 38^{\prime} 59^{\prime \prime}$ E, ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN BOOK RECEPTION NO. 2019000075343, A DISTANCE OF 267.62 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 ALSO BEING THE NORTHEAST CORNER OF SAID SHERRELWOOD VILLAGE PLAT;

THENCE $S 9^{\circ} 30^{\prime} 30^{\prime \prime}$ W, ALONG THE NORTH LINE OF SAID SHERRELWOOD VILLAGE PLAT AND ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 279.36 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 61,556 SQUARE FEET OR 1.413 ACRES, MORE OR LESS.

LEGAL DESCRIPTION:

A PARCEL OF LAND AS DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2019000073502, IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N $89^{\circ} 30^{\prime} 30^{\prime \prime}$ E, FROM THE NORTH QUARTER CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 23519" TO THE NORTHEAST CORNER OF SAID SECTION 33, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 7276", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, THENCE S $56^{\circ} 38^{\prime} 28^{\prime \prime}$ E, A DISTANCE OF 35.90 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AT SAID RECEPTION NO. 2019000073502 , BEING A POINT 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND 20.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND THE POINT OF BEGINNING;

THENCE N $89^{\circ} 30^{\prime} 30^{\prime \prime}$ E, ALONG A LINE BEING 20.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, AND ALONG THE SOUTH LINE OF TRACT D, SHERRELWOOD VILLAGE, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2018000075940, SAID ADAMS COUNTY RECORDS, A DISTANCE OF 208.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT D; THENCE S $00^{\circ} 01^{\prime} 53^{\prime \prime}$ W, ALONG THE WEST LINE OF SAID SHERRELWOOD VILLAGE PLAT, A DISTANCE OF 208.00 FEET TO THE NORTHEAST CORNER OF TRACT B, SAID SHERRELWOOD VILLAGE PLAT; THENCE S $89^{\circ} 30^{\prime} 30^{\prime \prime}$ W, ALONG THE NORTH LINE OF SAID TRACT B, A DISTANCE OF 208.00 FEET TO A POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE N $00^{\circ} 01$ '53" E, ALONG A LINE BEING 30.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 208.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 43,262 SQUARE FEET OR 0.993 ACRES, MORE OR LESS.


[^0]:    This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

[^1]:    This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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[^5]:    This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the

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    File No. 21000310549
    CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) COM
    Page 1 of 2

[^8]:    Emily Hunt
    Deputy Infrastructure Director - Water
    EH/

[^9]:    Mailing address: Public Service Company of Colorado
    5460 W 60th Ave
    Arvada, CO 80003

[^10]:    1 Transportation Research Board, Highway Capacity Manual, Sixth Edition, Washington DC, 2016.

[^11]:    Intersection Summary

[^12]:    Intersection Summary

[^13]:    Intersection Summary

[^14]:    Intersection Summary

[^15]:    Intersection Summary

[^16]:    Intersection Summary

