

DEVELOPMENT APPLICATION FORM

Application Type:

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input checked="" type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

PROJECT NAME: GRASSLANDS AT COMANCHE- FILING No. 6

APPLICANT

Name(s): Dave Rebol Phone #: 970-867-9007

Address: 412 West Platte Street

City, State, Zip: Fort Morgan, CO, 80701

2nd Phone #: Email: daverebol@hotmail.com

OWNER

Name(s): GRASSLANDS AT COMANCHE LLC Phone #: 970-867-9007

Address: 412 West Platte Street

City, State, Zip: Fort Morgan, CO, 80701

2nd Phone #: 970-768-7064 Email: daverebol@hotmail.com

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

Name: CHADWIN F. COX Phone #: 720-685-9951

Address: 127 SOUTH DENVER AVE.

City, State, Zip: FORT LUPTON, CO, 80621

2nd Phone #: 303-913-7341 Email: chadwin.cox@westemeci.com

DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number:

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#:

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:

Date:

Owner's Printed Name

Name:

Owner's Signature



Application Fees	Amount	Due
Major Subdivision (final plat)	\$1,600	After complete application received
Adams County Health Department	\$150 (central utilities - Level 1), \$210 (individual septic system - Level 2)	After 1st Staff Review is Completed
Soil Conservation	\$100 (less than 5 lots) \$150 (more than 5 lots)	Due at preliminary plat
Colorado Geological Survey	\$600 (1-3 dwellings and less than 100 ac) \$900 (< 3 dwellings and less than 100 ac) \$1,550 (between 100 and 500 acres) \$2,500 (500 acres or more)	Due at preliminary plat
Engineering Review	\$1,000 (less than 5 acres) \$2,500 (5-25 acres) \$7,500 (greater than 25 acres)	Separate application ¹
Copying	\$5 per page	Prior to public hearing
Recording *made payable to Clerk and Recorder	\$13 first page, \$10 each additional page	Prior to public hearing
Public Land Dedication	Determined during staff review of project	Prior to public hearing

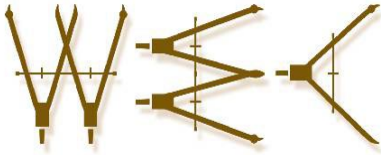
¹ - A new engineering review will not be required if one is already in progress for the proposed project. This review/fee is due at Preliminary Plat and should not impose another review fee.

NOTE: A subdivision engineering review may not be required if the project is determined not to require public improvements

Adams County Community & Economic Development Regulation 2-02-19-04-03

WHO CAN INITIATE A FINAL PLAT

A final plat may be proposed by, without limitation, the owner(s) of, or person having an interest in the property to be subdivided. A final plat may only be submitted if a preliminary plat for the subject property has been approved. The final plat shall conform to the preliminary plat.



WESTERN ENGINEERING CONSULTANTS,
 127 S Denver Ave. Fort Lupton, CO 80621
 2501 Mill Street, Brush, CO 80723
 Office: 720-685-9951
 Cell. 303-913-7341, Fax 720-294-1330
 Email: chadwin.cox@westerneci.com

Inc LLC

August 15, 2023

Adams County Community and Economic Development
 4430 South Adams County Parkway
 1st Floor, Suite W2000
 Brighton, CO 80601-8216

RE: GRASSLANDS AT COMANCHE FILING 6 PROJECT NARRATIVE

Adams County Community and Economic Development:

Western Engineering Consultants Inc. LLC (WEC) has prepared this narrative letter to briefly summarize the development of Filing 6 of the proposed Grasslands at Comanche Major Subdivision, located within a PUD zoned property in Strasburg CO, Adams County.

The subject property is located in the Southeast ¼ (Filing 6) of Section 33, Township 2 South, Range 62 West of the 6th, P.M., County of Adams, State of Colorado, as stated in the Commitment for Title Insurance dated August 25, 2022. Filing 6 is proposed in Parcel No. 0173133400009.

PURPOSE / BACKGROUND

The property historically was a pasture. It was zoned PUD in 2007 within Adams County for rural estate residential.

The existing property is proposed to continue with the originally planned filings and amendments, below is Fig. 1 PUD Vicinity Map.

Grasslands at Comanche PUD

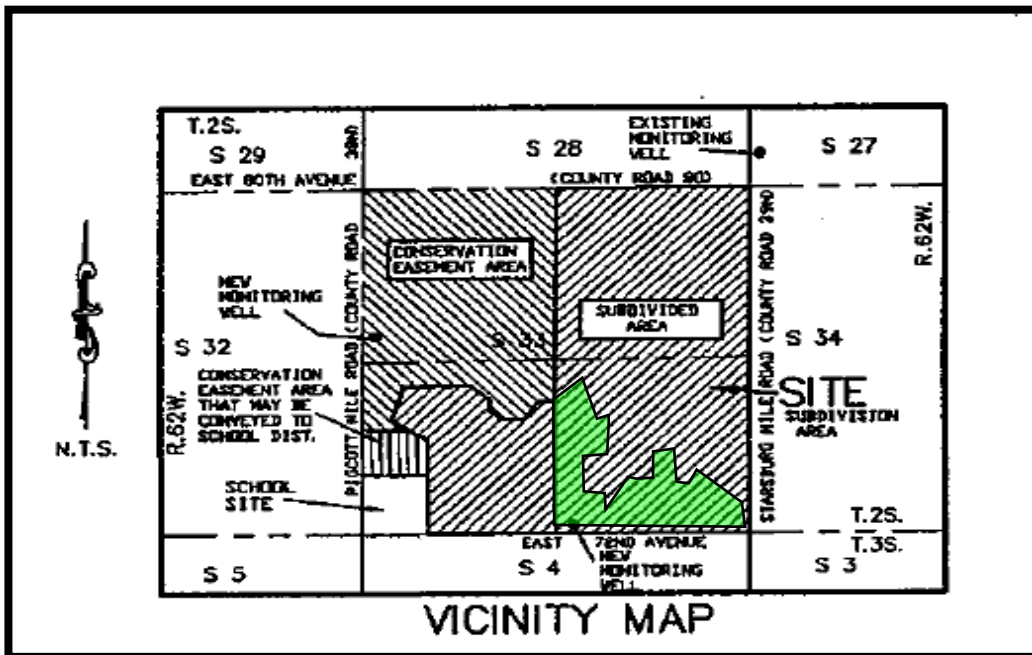


Fig.1

This phase (Filing 6) of the PUD development is shown in Figure No 2 below.

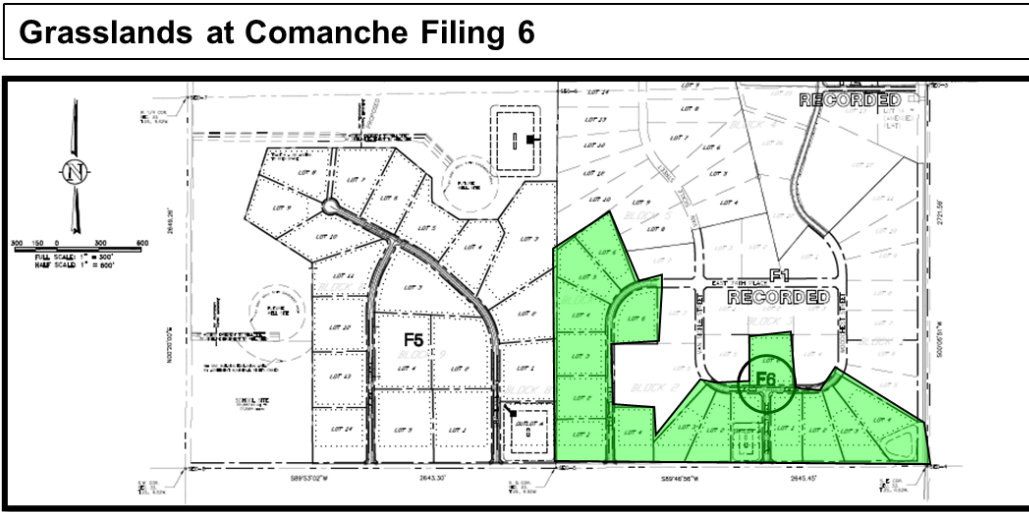


Fig.2 -Filing 6

The development is proposed per the requirements established in the Zoning Hearing decision - Case # PRJ2007-00004 held on the 14th of May 2007 by County Commissioners, and the Resolution by County Commissioners in the Hearing for Acceptance of Conservation Easements for Grasslands at Comanche PUD case PRJ2007-00004 held on the 21st of May 2007. Filing 6 is approximately 45.85 acres, proposing 15 acreage lots (2.5 ac. and larger) and tracts A and B.

ADJACENT USES

To the north, rural residences (Recorded Filings No 1 and No. 2); to the south is East 72nd Avenue; to the west is currently vacant land (Proposed Filing No. 5 totaling 19 lots); and to the east is Strasburg Road (County Road 39).

RELATIONSHIP TO & IMPACT UPON ADJACENT USES

The proposed residential development will be rural character compatible with the surrounding areas. The Adams County Zoning Map shows this area as PUD, and the proposed development is consistent with 2012 Adams County Comprehensive Plan. See Fig 3. Adams County 2012 Comprehensive Plan, Future Land use.

Adams County Comprehensive Plan Map

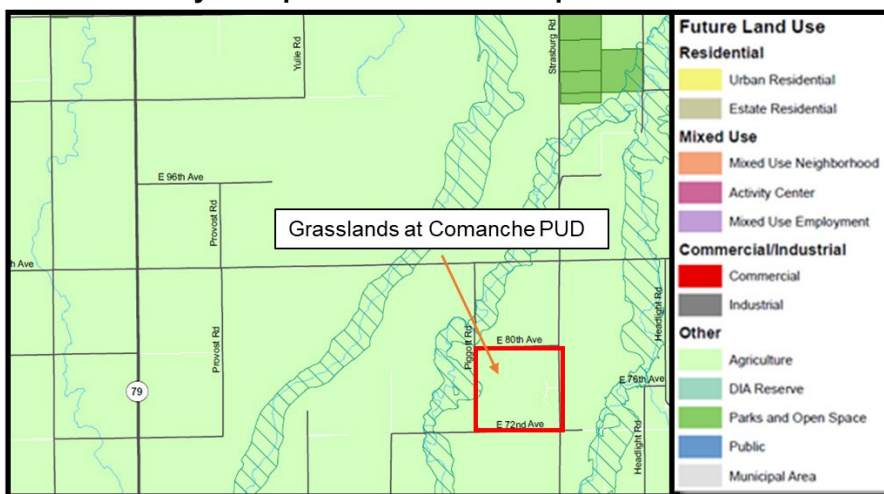


Fig. No3

ACCESS LAYOUT

Two accesses are proposed for Filing 5 from East 72nd Avenue. The minimum distance between accesses and from Strasburg Road centerline according to Adams County Development Standards and Regulations Chapter 8 are met. See Fig 4. Distance.

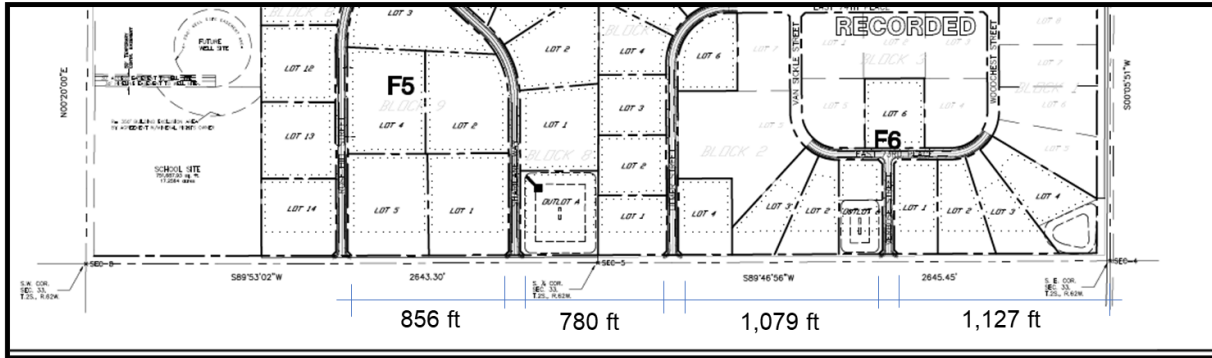


Fig. 4

STATEMENT ON COMMUNITY NEED FOR PROPOSED SUBDIVISION

The proposed Subdivision aligns to the 2012 Adams County Comprehensive and Zoning Plan. The proposed use will complement the surrounding land uses currently adjacent to the property, consisting of rural residences.

The proposed uses will not be detrimental to the public health, safety, or general welfare as similar uses exist throughout other entities in the nearby area. The proposed uses will be required to conform in all other respects to all applicable Adams County zoning regulations and standards.

GEOLOGICAL HAZARDS

No geologic hazards or environmental conditions/ concerns are known to exist on the property. The NRCS Study and a Geotechnical Report are enclosed.

PHASING, and UTILITY DISTRICTS

The following summarizes the proposed specifics:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Zoning • Proposed Use • Type of structures to be built • Phasing • Water source • Sanitary Sewer source • Storm sewer • Gas & Electricity • Fire Protection | <ul style="list-style-type: none"> Currently zoned PUD in Adams County Rural residence Single family ranch style residential units and accessory buildings. No phasing currently proposed Water Well by future owners Individual septic systems by future owners On Site Retention ponds Propane gas tanks and CORE Electric (Former IREA) for electricity Strasburg Fire Protection District |
|---|--|

EXISTING INFRASTRUCTURE AND PROPOSED IMPROVEMENTS

Strasburg Road (2-lane paved road) exists to the east. A Fire station (built in 1990) currently exists in Recorded Filing No. 2 of the Subdivision, and the proposed design meets Strasburg Fire Rescue apparatus requirements.

East 72nd Avenue shall be paved from Strasburg Road to the east boundary line of the future school site as approved by the County as stated in the Subdivision Improvements Agreement for the PUD.

RIGHT OF WAY

The following adjacent half Right of Ways are dedicated as stated in Zoning Hearing Decision– Case #PRJ2007-00004 the PUD conditions to approve: Strasburg Road 70 feet, East 72nd Ave 40 feet, and internal streets 60 feet (full ROW).

POTENTIAL IMPACT IN ADJACENT PROPERTIES

No negative impact is anticipated from this development to adjacent properties after construction has been completed. Traffic impacts from this proposal are expected to be minimal, please see the enclosed Trip Generation Estimate.

SUBMITTAL CHECKLIST

- | | |
|--|----------------|
| 1. Development Application Form (Subdivision-Major/ Preliminary) | Enclosed |
| 2. Application Fees | When required. |
| 3. Written explanation of the project | This document |
| 4. Site Plan Showing Proposed Development | Enclosed |
| 5. Copy of Plat | Enclosed |
| 6. School Impact Analysis | Enclosed |
| 7. Fire Protection Report | Enclosed |
| 8. Proof of Ownership | Enclosed |
| 9. Proof of Water and Sewer Services | Enclosed |
| 10. Proof of Utilities | Enclosed |
| 11. Legal Description | Enclosed |
| 12. Certificate of Taxes Paid | Enclosed |
| 13. Certificate of Notice of Mineral Estate Owners/ ad Lessees | Enclosed |
| 14. Certificate of Surface Development | Enclosed |

Required Engineering Documents:

- | | |
|--|----------|
| 1. Final Drainage Report | Enclosed |
| 2. Traffic Impact Study | Enclosed |
| 3. Final Erosion and Sediment Control | Enclosed |
| 4. Final Construction/ Engineering designs Plans | Enclosed |

CLOSING

The Applicant is excited to continue development of rural estate residential lots in Adams County.

The Preliminary Plat for Filing 6 was approved on November 29, 2022 (Case #PRC2022-00005).

The desired schedule is to achieve approvals and begin Construction in early 2024 if the residential market allows, and service infrastructure is available.

Please contact me with any questions or comments you may have on this Project Narrative.

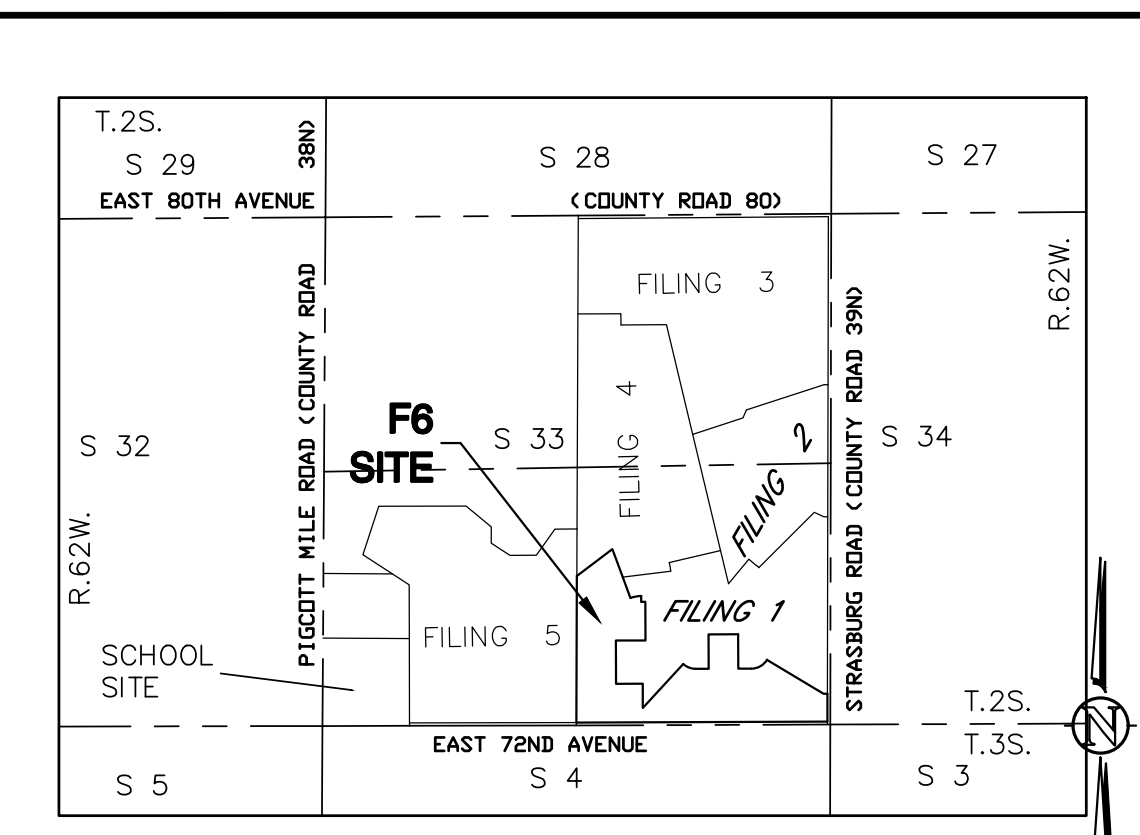
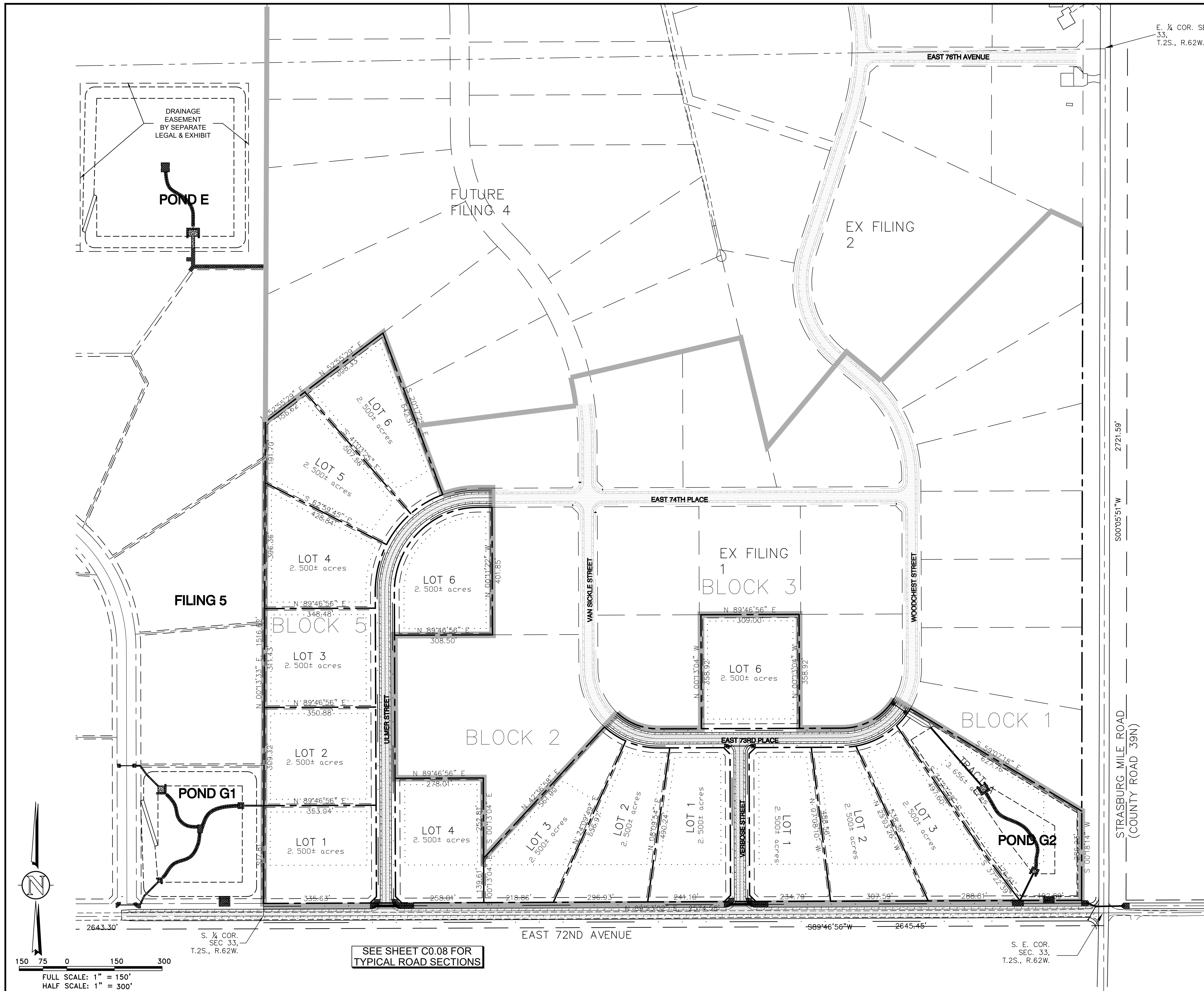
Sincerely,



Western Engineering Consultants inc., LLC
Chadwin F. Cox, P.E.
Senior Project Manager

Encl. Major Subdivision Final Review documents and plans

T:\0320_004_00-GRASSLANDS-FILING-5868\DWG\CAD\Filing 6 - 0320.004\0320-004-01-WEC-CDS-0.00-1.00.dwg, C1.00-SITE, 4/27/2023 9:21:00 PM, AutoCAD PDF (General Documentation).pc3, ARCH expanded D (36.00 x 24.00 Inches), WEC 24'x36, WEC 24'x36



VICINITY MAP SCALE 1" = 2,000'
 SE 1/4 SECTION 33 TOWNSHIP 2 SOUTH RANGE 62 WEST
 SHOWN VICINITY MAP TAKEN FROM USGS QUAD MAP -
 CO_Roper_School_20160901_TM_geo

NOTES

THIS PLAN IS INTENDED AS THE GENERAL SITE PLAN FOR GRASSLANDS AT COMANCHE-FILING 6.

ALL IMPROVEMENTS ARE PROPOSED UNLESS NOTED AS EXISTING.

IT IS THE OWNER AND/OR THE CONTRACTOR'S RESPONSIBILITY TO ATTAIN ALL APPROPRIATE PERMITS AND REVIEW APPROVALS FROM THE STATE OF COLORADO AND ADAMS COUNTY RESPECTIVELY.

SEE COVER SHEET FOR BASIS OF BEARING & BENCHMARK.

ANY REFERENCE TO EASEMENTS, SURVEY POINTS, OR EXISTING UTILITIES AND FEATURES ARE BASED SOLELY FROM SURVEY INFORMATION PROVIDED BY R.W. BAYER & ASSOCIATES, INC. ON GRASSLANDS AT COMANCHE-SIXTH FILING PLAT, DATED AUGUST 6, 2021.

NOT ALL UNCC UTILITY LOCATES HAVE BEEN PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES ARE LOCATED AND SURVEY PROVIDED TO THE OWNER AND ENGINEER PRIOR TO CONSTRUCTION DRAWING RELEASE.

LOT SETBACKS

Outer Roads	120 FT
Internal Roads	30 FT
Rear and Side Lot Lines	20 FT

TRACT A SHALL BE DEDICATED AS A DRAINAGE EASEMENT

SYMBOL LEGEND

	EXISTING CONC		PROPOSED GRAVEL
	EXISTING ASPHALT		PROPOSED CONC
	PROPOSED ASPHALT		PROPOSED GRAVEL

LINETYPE LEGEND

	LOT / PROPERTY / SECTION LINE
	RIGHT OF WAY LINE
	EASEMENT
	SETBACK
	TO BE ABANDONED LOT LINE
	EXISTING BUILDING, CURB
	EDGE OF ASPHALT or GRAVEL RD
	CHAINLINK FENCE
	WIRE FENCE
	POND WQ W/S
	SWALE
	EXISTING OVERHEAD ELEC

127 S. DENVER AVE
 FT. LUTON, CO 80621
 www.westernci.com
 email@westernci.com
 (720) 685-8951
 FAX (720) 294-1330
Western Engineering Consultants, Inc LLC

NO.	DATE	BY	REVISION
1	09/22/21	CFC	INITIAL SUBMITTAL
2	12/27/22	CFC	REV PER COUNTY COMMENTS
3	04/26/23	CFC	REV PER COUNTY COMMENTS

**GENERAL SITE PLAN
 GRASSLANDS AT COMANCHE
 FILING 6**
 ADAMS COUNTY, COLORADO

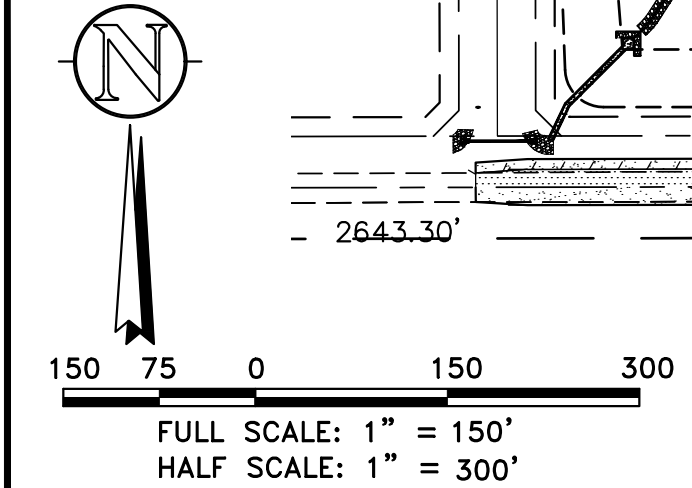
Dig Safely.
 CALL UNCC
 THREE WORKING DAYS
 BEFORE YOU DIG
 1-800-922-1987
 www.uncc.org
 UTILITY NOTIFICATION
 CENTER OF COLORADO

ONLY VALID FOR CONSTRUCTION
 IF SEAL & ORIGINAL SIGNATURE
 ARE ON EACH SHEET

INITIAL PLAN
 RELEASE: 03/02/21
 DESIGNED BY: CFC
 DRAWN BY: CFC
 CHECKED BY: CFC

PROJECT NO.
 01-0320.004.01
 DOC CON #
 C1.00-GEN-SITE

SHT
C1.00



SEE SHEET C0.08 FOR TYPICAL ROAD SECTIONS

S. E. COR. SEC. 33, T.2S., R.62W.

GRASSLANDS AT COMANCHE - SIXTH FILING

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

CASE NO: PLT2021-00028

SHEET 1 OF 5
VICINITY MAP

OWNERSHIP AND DEDICATION CERIFICATE:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNER OF THAT PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33, THENCE S89°46'56"W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, A DISTANCE OF 30.00 FEET; THENCE N00°05'51"E PARALLEL WITH THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°05'51"E A DISTANCE OF 290.89 FEET; THENCE N89°54'09"W A DISTANCE OF 40.00 FEET; THENCE N59°07'18"W A DISTANCE OF 688.83 FEET TO A POINT ON A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 58°54'14", THE RADIUS OF SAID CURVE IS 190.00 FEET; THE CHORD OF SAID CURVE BEARS S60°19'49"W, 186.84 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 195.33 FEET TO THE END OF SAID CURVE, THENCE S89°46'56"W A DISTANCE OF 135.00 FEET; THENCE N00°13'04"W A DISTANCE OF 358.92 FEET; THENCE S89°46'56"W A DISTANCE OF 309.00 FEET; THENCE S00°13'04"E A DISTANCE OF 358.92 FEET; THENCE S89°46'56"W A DISTANCE OF 135.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE DELTA OF SAID CURVE IS 42°50'02", THE RADIUS OF SAID CURVE IS 190.00 FEET; THE CHORD OF SAID CURVE BEARS N68°48'03"W, 138.76 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 142.04 FEET; THENCE S42°36'58"W A DISTANCE OF 621.90 FEET; THENCE N00°13'04"W A DISTANCE OF 252.81 FEET; THENCE S89°46'56"W A DISTANCE OF 278.01 FEET; N00°13'04"W A DISTANCE OF 450.73 FEET THENCE N89°46'56"E A DISTANCE OF 308.50 FEET; THENCE N00°13'04"W A DISTANCE OF 401.85; THENCE S89°46'56"W A DISTANCE OF 43.50 FEET; THENCE N00°13'04"W A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THE DELTA OF SAID CURVE IS 20°04'21", THE RADIUS OF SAID CURVE IS 325.00 FEET; THE CHORD OF SAID CURVE BEARS S79°44'45"W, 113.28 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 113.86 FEET; THENCE N20°17'25"W A DISTANCE OF 542.51 FEET; THENCE S52°55'29"W A DISTANCE OF 463.95 FEET; THENCE S00°13'24"W A DISTANCE OF 1526.57 FEET TO A POINT ON A LINE 30.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33; THENCE N89°46'56"E PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 2615.66 FEET TO THE POINT OF BEGINNING. CONTAINS 46.224 ACRES MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF GRASSLANDS AT COMANCHE - SIXTH FILING AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, ALL STREETS, AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT, FOREVER, AND ALSO GRANT THE EASEMENTS AS SHOWN, 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, SEWER LINES, WATER LINES; TOGETHER WITH A RIGHT TO TRIM INTERFERING TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.

EXECUTED THIS _____ DAY OF _____, 20_____.

GRASSLANDS AT COMANCHE LLC, A COLORADO LIMITED LIABILITY COMPANY

DAVE REBOL, AS MANAGER

ACKNOWLEDGEMENT:

COUNTY OF ADAMS)
)SS
STATE OF COLORADO)

THE FOREGOING WAS ACKNOWLEDGED BY ME THIS _____ DAY OF _____, 20_____, BY DAVE REBOL, MANAGER, GRASSLANDS AT COMANCHE LLC, A COLORADO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

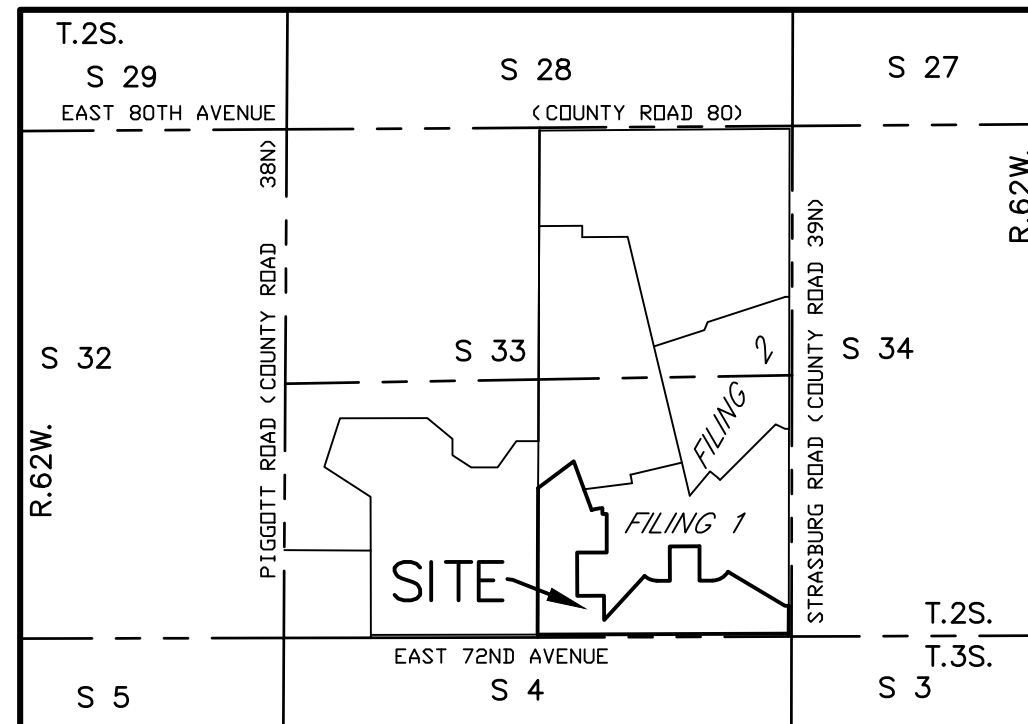
BASIS FOR BEARINGS:

THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (THE SOUTH ¼ CORNER IS A 2" ALUMINUM CAP, P.L.S. 18475 AND THE SOUTHEAST CORNER IS A 3-1/4" ALUMINUM CAP, L.S. 23519, IN RANGE BOX) OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, IS ASSUMED TO BEAR SOUTH 89°46'56" WEST. ALL BEARINGS DESCRIBED HEREIN ARE RELATIVE THERETO.

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATED OF THE CERTIFICATION SHOWN HEREON.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY R.W. BAYER & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREIN TO DETERMINE OWNERSHIP OF THE TRACT OF LAND, COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJACENT TRACTS OF LAND OR RIGHTS-OF-WAY, EASEMENTS OR ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND. R.W. BAYER & ASSOCIATES, INC. HAS RELIED UPON FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 340-F15807-22, AMENDMENT NO. 1, DATED AUGUST 25, 2022, AT 12:00 A.M. FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHT-OF-WAY THAT CAN BE PLOTTED ACROSS THE PREMISES. THE PREMISES IS SUBJECT TO THE EXCEPTIONS CONTAINED IN SCHEDULE B - SECTION 2 OF THE TITLE COMMITMENT.



PLAT NOTES:

1. AS SHOWN ON THIS PLAT: TEN-FOOT (10') WIDE UTILITY (FIVE FOOT ON EACH SIDE) EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ALONG COMMON SIDE AND REAR LOT LINES. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION CABLE, AND TELECOMMUNICATIONS FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID EASEMENTS.

2. AS SHOWN ON THIS PLAT: FIFTEEN FOOT WIDE (15') WIDE DRY UTILITY AND DRAINAGE EASEMENTS ADJOINING ALL EXTERIOR AND INTERIOR STREETS AND TWENTY FOOT WIDE (20') ALONG THE WEST SIDE OF THIS FILING ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ELECTRIC, TELEVISION CABLE, AND TELECOMMUNICATIONS AND DRAINAGE FACILITIES; ADDITIONALLY, THE DRY UTILITY AND DRAINAGE EASEMENTS ARE DEDICATED ALONG ALL SIDE AND REAR LOT LINES UNLESS SAID LOT LINE IS COMMON TO MORE THAN ONE LOT.

3. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY SUBDIVISION DEVELOPMENT AGREEMENT. REFER TO THE APPROVED DRAINAGE FACILITIES MAINTENANCE PLAN, RECEPTION NO. 2017000017306, ADAMS COUNTY RECORDS. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

4. THIS PLAN HAS BEEN APPROVED BY ADAMS COUNTY AND CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. 24-68-101, ET SEQ., AS AMENDED, AND THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS.

5. ADAMS COUNTY SHALL BE GRANTED ACCESS EASEMENTS FOR TEMPORARY CUL-DE-SACS AS SHOWN ON THIS PLAT, WITHIN PORTIONS OF LOTS DEPICTED HEREIN. TERM OF THE ACCESS EASEMENTS SHALL BE UNTIL ROADWAY INFRASTRUCTURE IS CONSTRUCTED BEYOND THE TEMPORARY TERMINUS OF THE ACCESS EASEMENT/TEMPORARY CUL-DE-SAC AND HAS RECEIVED FINAL ACCEPTANCE FROM ADAMS COUNTY.

6. THE FIRST AMENDMENT TO SURFACE USE AGREEMENT AS RECORDED 01-20-2021 IN RECEPTION NO. 2021000005800, ADAMS COUNTY RECORDS, QUITCLAIMED ALL INTEREST ANADARKO MAY HAVE UNDER THE SUA (RECORDED IN RECEPTION NO. 2007000052861) TO THE OIL AND GAS OPERATIONS AREAS. ADDITIONALLY, THE SUA IS AMENDED TO DELETE ALL OIL AND GAS OPERATIONS AREAS WITHIN THE SW4, NE4, AND SE4 OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE 61H P.M., COUNTY OF ADAMS, STATE OF COLORADO.

Prepared By:

R. W. BAYER & ASSOCIATES, INC.
2090 East 104th Avenue, S-200
Thornton, Colorado 80233
303-452-4433 rwbysurveying@hotmail.com
CAD FILE: 21161-6P/21161-6P.DWG

Date Prepared: AUGUST 06, 2021
REVISED: 08-31-22 3RD CD. COMMENTS
REVISED: 01-06-2023 LDT CDNF1G.

PLAT NOTES CONTINUED:

7. IN THE EVENT THAT AN EXISTING WELL IS PLUGGED AND ABANDONED, THE TWO-HUNDRED-FIFTY (250) FOOT EASEMENT MAY BE REMOVED FROM THE PLAT THROUGH AN AMENDMENT TO THE SUBDIVISION. A COPY OF THE WELL ABANDONMENT REPORT SHALL BE PROVIDED ALONG WITH A RECORDED COPY OF THE OIL & GAS WELL WAIVER.

8. THE AMOUNT OF WATER IN THE DENVER BASIN AQUIFER, AND IDENTIFIED IN THE REFERENCED LETTER, ARE CALCULATED BASED ON ESTIMATED CURRENT AQUIFER CONDITIONS. FOR PLANNING PURPOSES PROPERTY OWNERS SHOULD BE AWARE THAT THE ECONOMIC LIFE OF A WATER SUPPLY BASED ON WELLS IN A GIVEN DENVER BASIN AQUIFER MAY BE LESS THAN THE 300 YEAR USED FOR ALLOCATION DUE TO ANTICIPATED WATER LEVEL DECLINES.

9. IT SHOULD BE KNOWN THE CITY OF WESTMINSTER OWNS THE AGRICULTURAL LAND EAST (ACTUALLY NORTHEAST) OF THE COMANCHE PUD. THE CITY USES THIS PROPERTY FOR CATTLE GRAZING, CROP PRODUCTION, AND THE APPLICATION OF BIOSOLIDS. BIOSOLIDS ARE HIGHLY TREATED, NUTRIENT RICH, SOLIDS RECOVERED FROM THE MUNICIPAL WASTEWATER TREATMENT PROCESS.

10. THE PARCEL DESCRIBED HEREIN IS ENTIRELY WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOOD) AS SHOWN ON THE F.E.M.A., FLOOD RATE INSURANCE MAP, MAP NUMBER 08001C0730H, EFFECTIVE DATE: MARCH 5, 2007.

11. THE LOTS WITHIN THIS FILING ARE SUBJECT TO THE NOTES AND RESTRICTIONS CONTAINED IN THE GRASSLANDS AT COMANCHE PLANNED UNIT DEVELOPMENT, CASE NO. PRJ2007-00004, RECORDED IN RECEPTION NO. 2008000005062.

12. THIS SUBDIVISION FILING IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF THE GRASSLANDS AT COMANCHE/BIJOU PRESERVE RECORDED IN RECEPTION NO. 2009000009415, ADAMS COUNTY RECORDS.

13. TRACT A IS DESIGNATED AS A DRAINAGE EASEMENT FOR DETENTION POND BY THIS PLAT. IT SHALL BE OWNED AND MAINTAINED BY THE HOA.

14. TRACT B IS DESIGNATED AS A DRAINAGE EASEMENT FOR DETENTION POND BY THIS PLAT. IT SHALL BE OWNED AND MAINTAINED BY THE HOA.

PLAT NOTES CONTINUED ON SHEET 5 OF 5.

SURVEYOR'S CERTIFICATE:

I, RAYMOND W. BAYER, A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HERBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES OR OTHER EASEMENTS IN EVIDENCE OR KNOW BY ME TO EXIST ON OR ACROSS THE HEREINBEFORE DESCRIBED PROPERTY, EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.

RAYMOND W. BAYER,
REG P.L.S. NO. 6973

PLANNING COMMISSION APPROVAL:

RECOMMENDED FOR APPROVAL BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, A.D. 20____.

CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL:

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

CHAIR

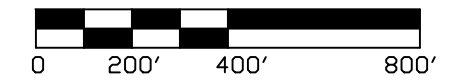
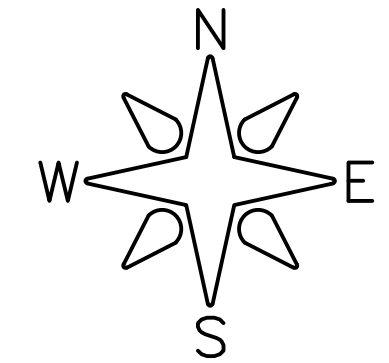
ADAMS COUNTY ATTORNEY'S OFFICE:

APPROVED AS TO FORM

GRASSLANDS AT COMANCHE - SIXTH FILING

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 2 OF 5

CASE NO: PLT2021-00028



SCALE: 1"=400'

- FILING NO. 1 (RECORDED) - 18 LOTS
- FILING NO. 2 (RECORDED) - 11 LOTS
- FILING NO. 2 (AMENDED) - 1 LOT
- FILING NO. 3 (PROPOSED) - 32 LOTS
- FILING NO. 4 (PROPOSED) - 24 LOTS
- FILING NO. 5 (PROPOSED) - 19 LOTS
- FILING NO. 6 (PROPOSED) - 15 LOTS
- TOTAL - 120 LOTS

GRASSLANDS AT COMANCHE - SECOND FILING IN RECEPTION NO. 200800005063
AFFIDAVIT OF CORRECTION (SECOND FILING) IN RECEPTION NO. 201300048277
GRASSLANDS AT COMANCHE - SECOND FILING - AMENDED PLAT IN RECEPTION NO. 2008000071020

E. 1/4 COR. SEC. 33, T. 2S., R. 62W.
(Existing 3-1/4" Alum Cap, in Range Box, P. L. S. 23519)

LAND USE CHART				
	ACREAGE	USE	OWNERSHIP	MAINTAINED BY
15 LOTS	35.687	RESIDENTIAL		
TRACT A	2.360	DRAINAGE & POND	HOA	HOA
TRACT B	1.300	DRAINAGE & POND	HOA	HOA
RIGHT-OF-WAY/ E. 72ND AVE. & STRASBURG ROAD	0.858	ACCESS & UTILITY	ADAMS CD.	ADAMS CD.
RIGHT-OF-WAY/ INTERIOR STREETS	4.019	ACCESS & UTILITY	ADAMS CD.	ADAMS CD.
TOTAL ACREAGE:	46.224			

* HOA - HOMEOWNERS ASSOCIATION (NAME TBD)

Prepared By:

R. W. BAYER & ASSOCIATES, INC.
2090 East 104th Avenue, S-200
Thornton, Colorado 80233
303-452-4433 rwbysurveying@hotmail.com
CAD FILE: 21161-6P/21161-6PA.DWG

Date Prepared: AUGUST 06, 2021
REVISED: 01-06-2023 LOT CONFIG.

N. W. COR.
SEC. 33,
T. 2S.,
R. 62W.

N. 1/4 COR.
SEC. 33,
T. 2S.,
R. 62W.

N. E. COR.
SEC. 33,
T. 2S.,
R. 62W.

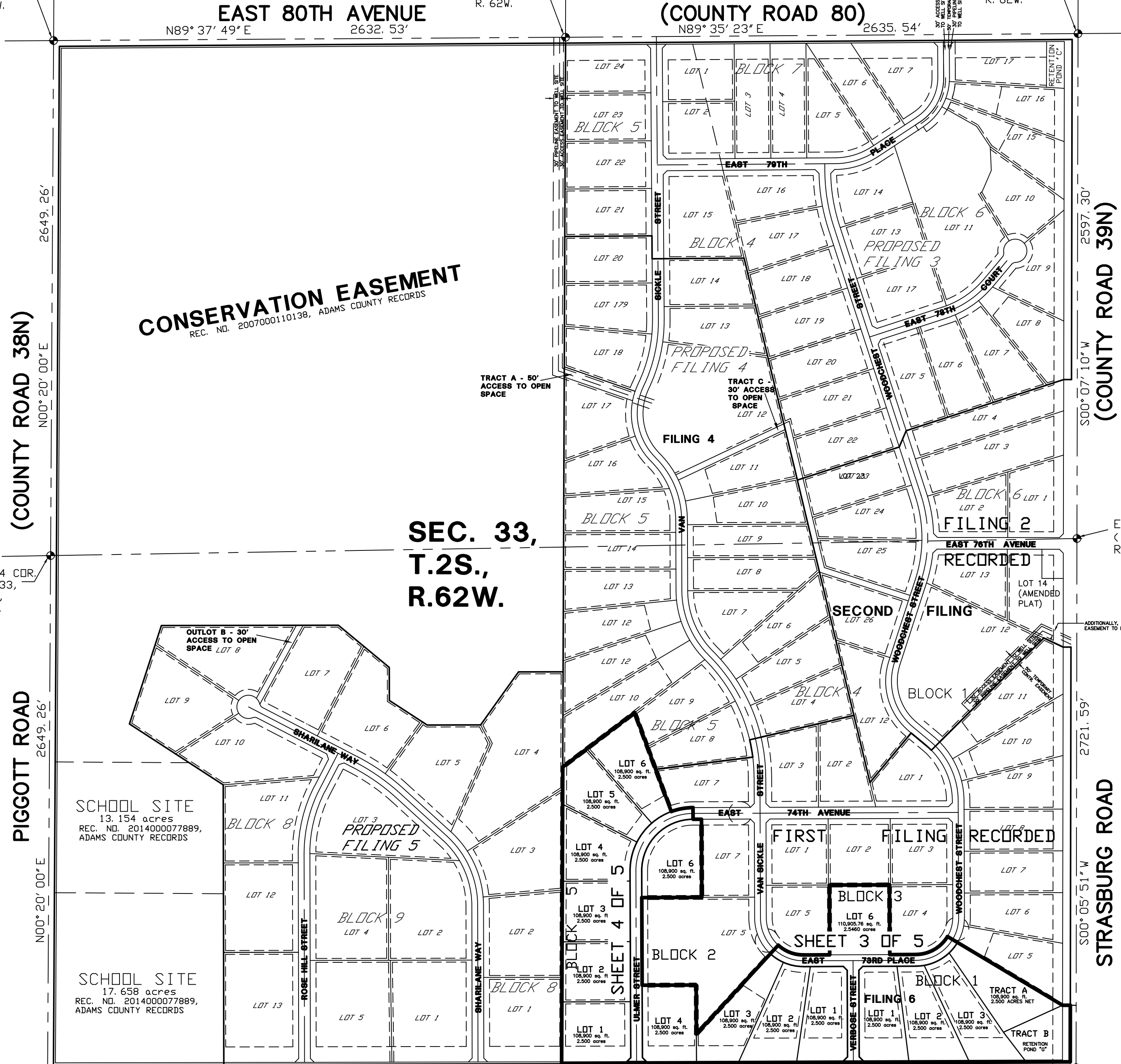
W. 1/4 COR.
SEC. 33,
T. 2S.,
R. 62W.

SEC. 33,
T.2S.,
R.62W.

S. W. COR.
SEC. 33,
T. 2S.,
R. 62W.

S. 1/4 COR. SEC. 33, T. 2S., R. 62W.
(Existing 2" Alum. Cap p.l.s. 18475)

S. E. COR. SEC. 33,
T. 2S., R. 62W.
(Existing 3-1/4" Alum. Cap,
in Range Box, L. S. 23519)



SHEET 3 OF 5

SHEET 4 OF 5

GRASSLANDS AT COMANCHE - SIXTH FILING

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

CASE NO: PLT2021-00028

SHEET 3 OF 5

LEGEND

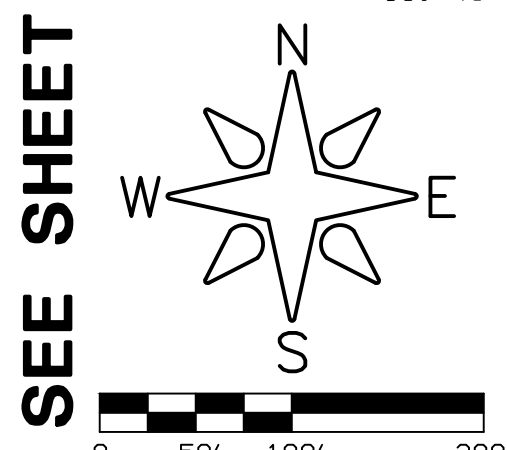
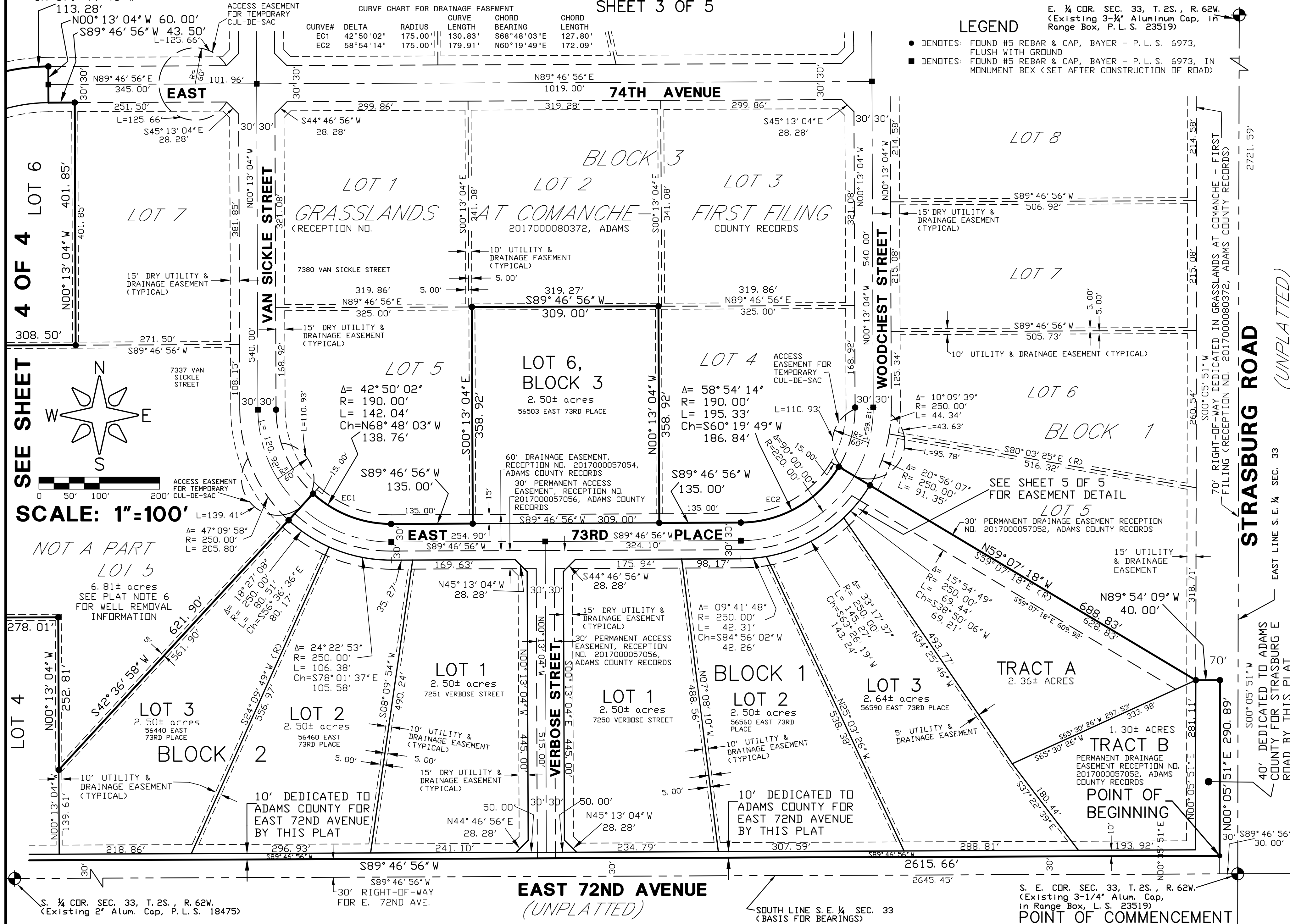
- DENOTES: FOUND #5 REBAR & CAP, BAYER - P. L. S. 6973, FLUSH WITH GROUND
- DENOTES: FOUND #5 REBAR & CAP, BAYER - P. L. S. 6973, IN MONUMENT BOX (SET AFTER CONSTRUCTION OF ROAD)

CURVE CHART FOR DRAINAGE EASEMENT

CURVE#	DELTA	RADIUS	CURVE LENGTH	CHORD	CHORD BEARING	CHORD LENGTH
EC1	42°50'02"	175.00'	130.83'	S68°48'03"E	127.80'	
EC2	58°54'14"	175.00'	179.91'	N60°19'49"E	172.09'	

E. ¼ CDR. SEC. 33, T. 2S., R. 62W.
(Existing 3-¼" Aluminum Cap, in Range Box, P. L. S. 23519)

Δ = 20°04'21"
R = 325.00'
L = 113.86'
Ch = S79°44'45"W



SCALE: 1"=100'

NOT A PART LOT 5
6.81± acres
SEE PLAT NOTE 6 FOR WELL REMOVAL INFORMATION

SEE SHEET 5 OF 5 FOR EASEMENT DETAIL

STRASBURG ROAD (UNPLATTED)

EAST LINE S. E. ¼ SEC. 33

40' DEDICATED TO ADAMS COUNTY FOR STRASBURG ROAD BY THIS PLAT

S. E. CDR. SEC. 33, T. 2S., R. 62W.
(Existing 3-1/4" Alum. Cap, in Range Box, L. S. 23519)
POINT OF COMMENCEMENT

S. ¼ CDR. SEC. 33, T. 2S., R. 62W.
(Existing 2" Alum. Cap, P. L. S. 18475)

EAST 72ND AVENUE (UNPLATTED)

SOUTH LINE S. E. ¼ SEC. 33 (BASIS FOR BEARINGS)

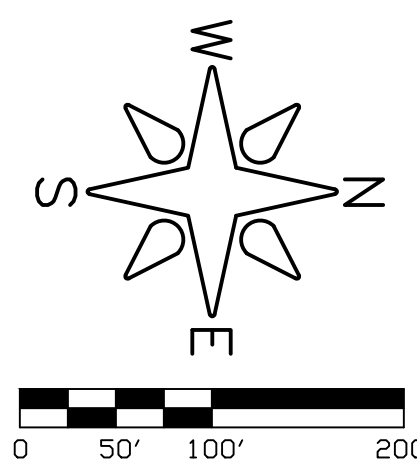
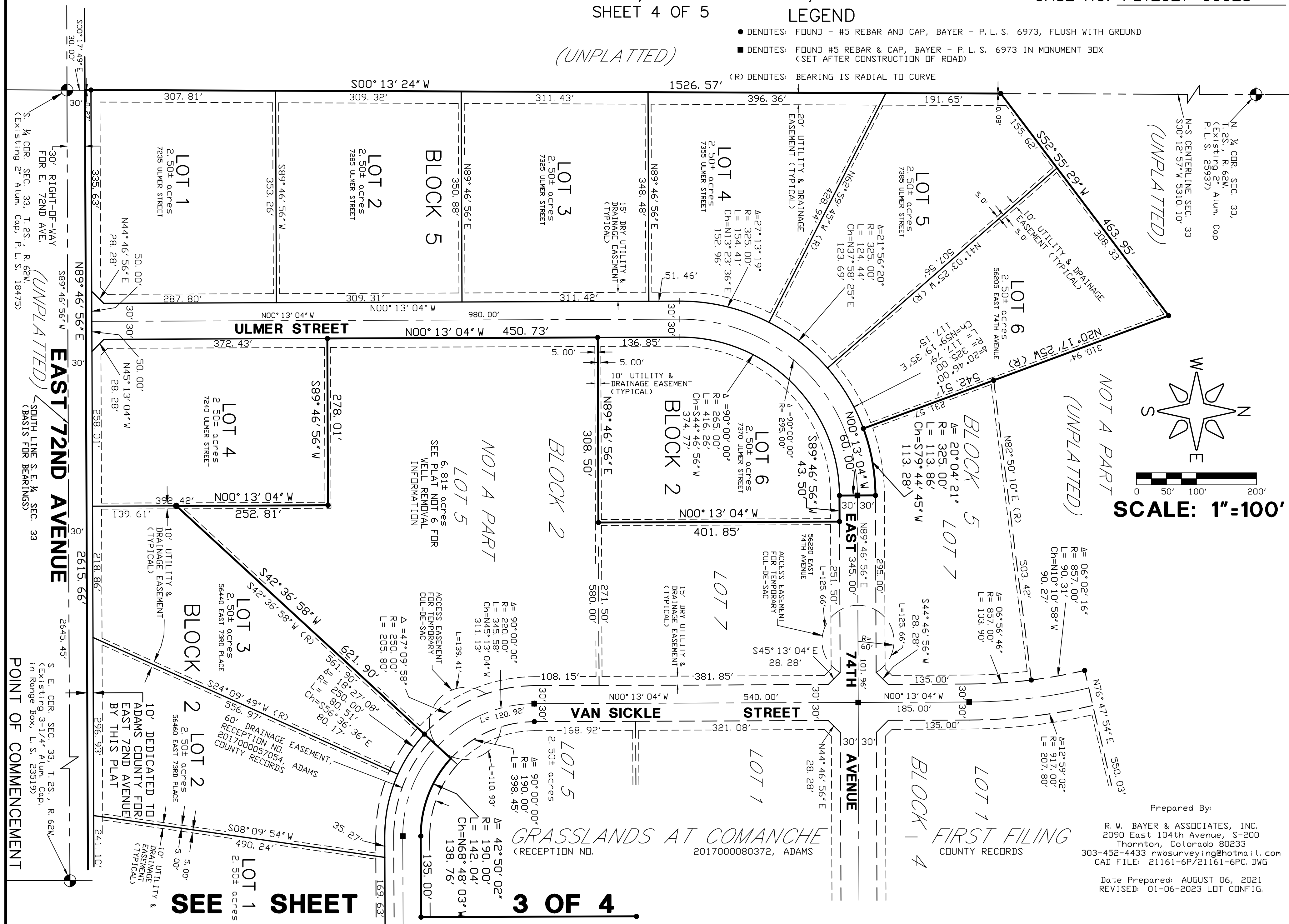
GRASSLANDS AT COMANCHE - SIXTH FILING

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62
WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 4 OF 5

CASE NO: PLT2021-00028

(UNPLATTED)

- ### LEGEND
- DENOTES: FOUND - #5 REBAR AND CAP, BAYER - P. L. S. 6973, FLUSH WITH GROUND
 - DENOTES: FOUND #5 REBAR & CAP, BAYER - P. L. S. 6973 IN MONUMENT BOX (SET AFTER CONSTRUCTION OF ROAD)
 - (R) DENOTES: BEARING IS RADIAL TO CURVE



SCALE: 1"=100'

GRASSLANDS AT COMANCHE
(RECEPTION NO. 2017000080372, ADAMS)

FIRST FILING
COUNTY RECORDS

Prepared By:
R. W. BAYER & ASSOCIATES, INC.
2090 East 104th Avenue, S-200
Thornton, Colorado 80233
303-452-4433 rwbbsurveying@hotmail.com
CAD FILE: 21161-6P/21161-6PC.DWG

Date Prepared: AUGUST 06, 2021
REVISED: 01-06-2023 LDT CONFIG.

SEE SHEET 3 OF 4

GRASSLANDS AT COMANCHE - SIXTH FILING

A PART OF THE SOUTH ONE-HALF OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 62
WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 5 OF 5

CASE NO: PLT2021-00028

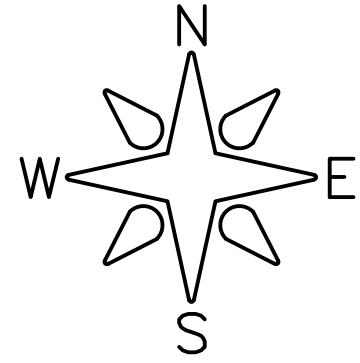
PLAT NOTES CONTINUED:

15. NOTICE TO PROSPECTIVE BUYERS: THE OWNER SHALL DISCLOSE TO PROSPECTIVE BUYERS OF LOTS WITHIN A RADIUS OF 200 FEET OF THE PLUGGED AND ABANDONED WELL OF (1) THE LOCATION OF THE OF THE PLUGGED AND ABANDONED WELL, (2) THE LOCATION OF THE MAINTENANCE AND WORKOVER SETBACK, AND (3) THE PURPOSE FOR THE WELL MAINTENANCE AND WORKOVER SET BACK. THERE IS A 50 FT X 100 FT BUFFER AROUND THE ABANDONED WELLHEAD DEDICATED AS A WELL MAINTENANCE AND WORKOVER SETBACK. NO STRUCTURES SHALL BE LOCATED WITHIN THIS SETBACK. THERE IS A 20FT ACCESS SHOWN ON THIS PLAT FOR THE PURPOSES OF PUBLIC ACCESS FOR INGRESS AND EGRESS TO THE SETBACK AREA. NO UTILITY LINES SHALL BE PERMITTED WITH TEN (10') FEET OF THE ABANDONED WELL AND NO DWELLINGS SHALL BE PERMITTED WITHIN FIFTY (50') OF THE ABANDONED WELL.

16. THE 300' WAVIER AREA, 250' BUILDING EXCLUSION ZONE, 200' OPERATIONS EASEMENT, 30' ACCESS EASEMENT, 50' TEMPORARY CONSTRUCTION EASEMENT AND 30' PIPELINE EASEMENT AS SHOWN IN THE SUA DOCUMENT AND IN GRASSLANDS AT COMANCHE - FIRST FILING, RECORDED IN RECEPTION NO. 2017000080372, ADAMS COUNTY RECORDS, NO LONGER HAVE AFFECT AND HAVE BEEN REMOVED FROM THIS PLAT FILING.

LEGEND

- DENOTES: FOUND #5 REBAR & CAP, BAYER - P. L. S. 6973, FLUSH WITH GROUND
- DENOTES: FOUND #5 REBAR & CAP, BAYER - P. L. S. 6973, IN MONUMENT BOX (SET AFTER CONSTRUCTION OF ROAD)
- (R) DENOTES: BEARING IS RADIAL TO CURVE

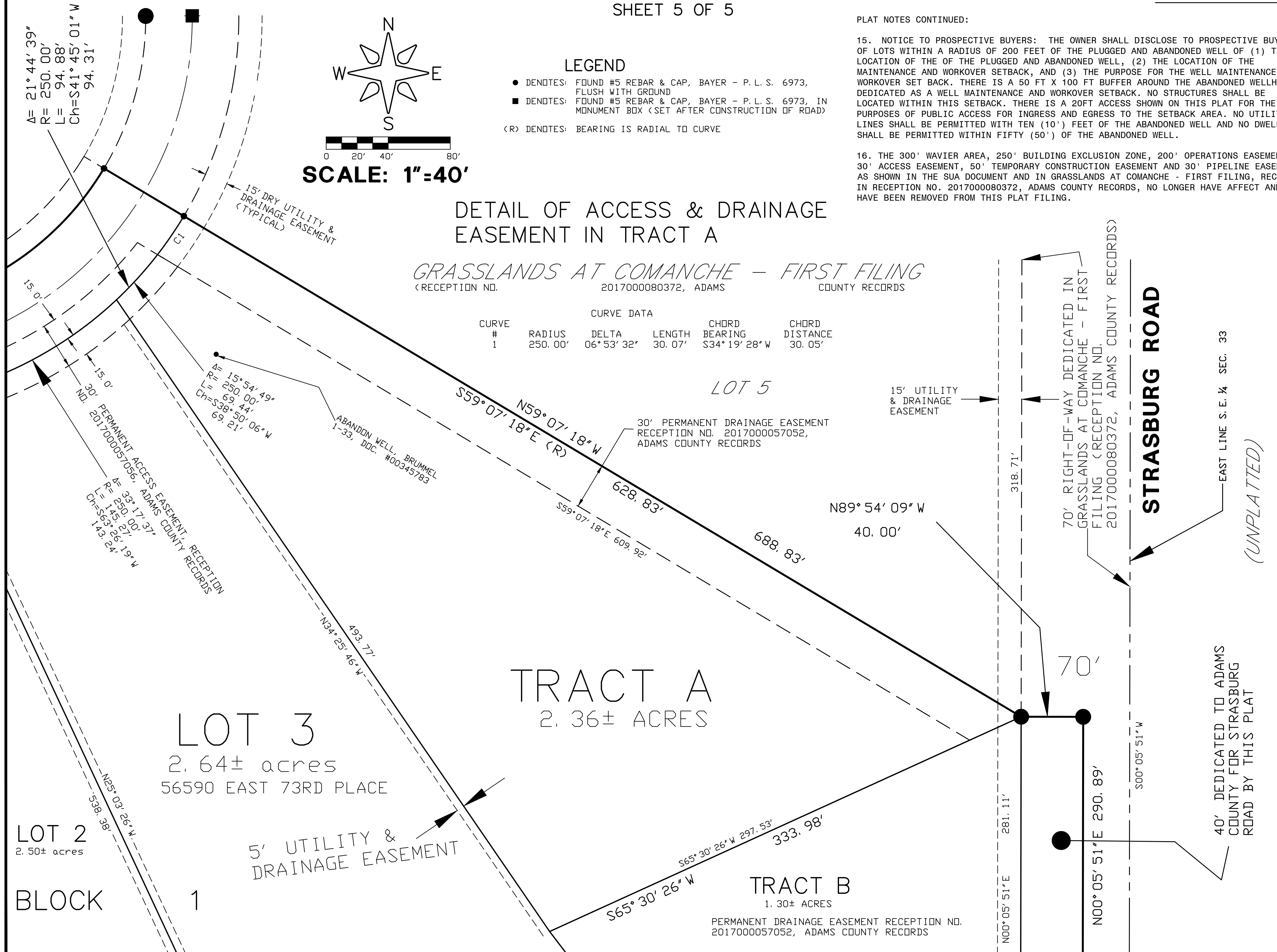


SCALE: 1"=40'

DETAIL OF ACCESS & DRAINAGE EASEMENT IN TRACT A

GRASSLANDS AT COMANCHE - FIRST FILING
(RECEPTION NO. 2017000080372, ADAMS COUNTY RECORDS)

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
1	250.00'	06°53'32"	30.07'	S34°19'28"W	30.05'



(UNPLATTED)

40' DEDICATED TO ADAMS COUNTY FOR STRASBURG ROAD BY THIS PLAT

Exhibit "B"
PUBLIC IMPROVEMENT COSTS
 Grasslands at Comanche Filing No. 6
 E 72nd Avenue & Strasburg Road

EGR2021-00037

4/27/2023

IMPROVEMENTS LIST PRICING					
Work Category	Improvement Item	Unit	Plan Quantity	Unit Cost	Total Cost
Sediment Control	Silt Fence	LIN FT	4200	\$ 2.00	\$ 8,400.00
	Inlet Protection	EACH	5	\$ 100.00	\$ 500.00
	Concrete Washout Area (Large Site)	EACH	2	\$ 2,000.00	\$ 4,000.00
	Sediment Control Logs	LIN FT	90	\$ 2.00	\$ 180.00
	Sediment Basin (per acre)	ACRE	2	\$ 18,500.00	\$ 37,000.00
	Total				
Erosion Control	Diversion Dikes/Ditches	LIN FT	1200	\$ 15.00	\$ 18,000.00
	Outlet Protection (Type L Riprap)	CU YD	230	\$ 150.00	\$ 34,500.00
Total					\$ 52,500.00
Grading	Grading (Cut to Fill - Assumed 10% shrink)	CU YD	88,704	\$ 5.00	\$ 443,520.00
	Grading (Import from Filing 5 stockpile)	CU YD	8,058	\$ 12.00	\$ 96,696.00
Total					\$ 540,216.00
Final Stabilization	Permanent Seeding	ACRE	2	\$ 2,750.00	\$ 5,500.00
Total					\$ 5,500.00
Storm Drainage	Drainage Channels	LIN FT	1200	\$ 15.00	\$ 18,000.00
	Storm Sewer RCP 18"	LIN FT	158	\$ 89.00	\$ 14,062.00
	Storm Sewer RCP 36"	LIN FT	102	\$ 120.00	\$ 12,240.00
	Concrete End Sections (18")	EACH	5	\$ 1,000.00	\$ 5,000.00
	Concrete End Sections (36")	EACH	2	\$ 1,200.00	\$ 2,400.00
	5' Manhole	EACH	1	\$ 4,500.00	\$ 4,500.00
	Concrete Headwall	EACH	4	\$ 4,000.00	\$ 16,000.00
	Concrete Box Culvert (6' wide x 2.5' tall)	EACH	2	\$ 3,000.00	\$ 6,000.00
	Riprap 6" (VL)	CU YD	168	\$ 120.00	\$ 20,160.00
	Riprap 12" (M)	CU YD	136	\$ 147.50	\$ 20,060.00
	Total				

Inifltration Ponds	Concrete Forebays	EACH	2	\$ 8,000.00	\$ 12,000.00
	Pond grading	ACRE	2	\$ 18,500.00	\$ 37,000.00
	Trickle channel	LIN FT	300	\$ 40.00	\$ 12,000.00
Total					\$ 61,000.00
Public Circulation (N 1/2 E 72nd Ave)	Pavement Rotomilling	SQ YD	30	\$ 8.50	\$ 255.00
	Hot Bituminous Pavement-(6 inch thickness, 14 foot width)	TON	944	\$ 87.50	\$ 82,600.00
	Aggregate Base Course	CU YD	904	\$ 53.50	\$ 48,364.00
	Gravel Shoulders (6 inch thickness)	CU YD	385	\$ 15.00	\$ 5,775.00
	Roadway Fine Grading & Shaping	SQ FT	57,860.00	\$ 0.50	\$ 28,930.00
	ROW Swale Fine Grading & Shaping	LIN FT	2,630	\$ 2.00	\$ 5,260.00
	Signs (street, stop, road name, traffic, etc.)	EACH	1	\$ 150.00	\$ 150.00
Public Circulation (S 1/2 E 72nd Ave)	Aggregate Base Course	CU YD	1,590	\$ 53.50	\$ 85,065.00
	Gravel Shoulders (6 inch thickness)	CU YD	280	\$ 15.00	\$ 4,200.00
	Roadway Fine Grading & Shaping	SQ FT	57,860.00	\$ 0.50	\$ 28,930.00
	ROW Swale Fine Grading & Shaping	LIN FT	2,630	\$ 2.00	\$ 5,260.00
Private Circulation (Internal Roads)	Hot Bituminous Pavement-(4 inch thickness, 24 foot width)	TON	1234	\$ 87.50	\$ 107,975.00
	Aggregate Base Course	CU YD	1322	\$ 53.50	\$ 70,727.00
	Gravel Shoulders (6 inch thickness)	CU YD	661	\$ 15.00	\$ 9,915.00
	Roadway Fine Grading & Shaping	SQ FT	65,450.00	\$ 0.50	\$ 32,725.00
	ROW Swale Fine Grading & Shaping	LIN FT	5,950	\$ 2.00	\$ 11,900.00
	Signs (street, stop, road name, traffic, etc.)	EACH	3	\$ 150.00	\$ 450.00
Total					\$ 528,481.00
				Subtotal	\$ 1,356,199.00
				20% Administrative Fee	\$ 271,239.80
				Administrative Subtotal	\$ 1,627,438.80
				5% Contingency Fee	\$ 81,371.94
				TOTAL	\$ 1,708,810.74

Prepared By (Print Name) _____ Date _____

Owner/Applicant (Print Name) _____ Date _____

Approved- Adams County _____ Date _____

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 14th day of November, 2007 there were present:

W.R. "Skip" Fischer _____ Chairman
Alice J. Nichol _____ Commissioner
Larry W. Pace _____ Commissioner
Hal B. Warren _____ County Attorney
Kristen Hood, Deputy _____ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING ACCEPTANCE OF CONSERVATION EASEMENT FOR GRASSLANDS AT COMANCHE PUD, CASE NUMBER PRJ2007-00004

WHEREAS, the Board of County Commissioners granted Preliminary Plat, Rezoning and Preliminary Development Plan approval for Grasslands at Comanche PUD, Case Number PRJ2007-00036, on May 21, 2007; and

WHEREAS, a stipulation on the approval required execution of a conservation easement in favor of the County for two-hundred eight (208) acres of land pursuant to the Adams County Transfer of Development Rights Map and Policy; and

WHEREAS, the applicant/developer facilitated the execution of a conservation easement from Holly Investment Co. to the county.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the conservation easement from Holly Investment Co., a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted and approved.

17
2
17

X BOCC 6th Fl.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Fischer _____ Aye

Nichol _____ Aye

Pace _____ Aye

Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk 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, Colorado this 14th day of November, A.D. 2007.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:

By:



Deputy

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (hereafter referred to as "Deed") is granted on this 22nd day of October 2007, by Holly Investment Co., a Colorado Corporation, whose address is P.O. Box 557 Strasburg, CO 80136 ("Grantor") to the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS, STATE OF COLORADO, whose address is 450 S. 4th Avenue, Brighton, CO 80601-3191 ("Grantee").

RECITALS:

- A. **Description of Property.** Grantor is the owner of the fee simple interest in the subject Property legally described in Exhibit A attached hereto and made a part of this Deed, which consists of approximately 208+ acres of land, more or less, located in Adams County, State of Colorado (the "Property"), together with the buildings and other improvements, water and mineral rights, and grazing or other permits associated with or appurtenant to the Property.
- B. **Qualified Conservation Organization.** Grantee is "qualified conservation organization," as defined in § 170(h) of the Internal Revenue Code and a charitable organization as required under § 38-30.5-104(2), Colorado Revised Statutes (C.R.S.).
- C. **Conservation Values.** The Property possesses open space, scenic, agricultural, horticultural, recreational, and wildlife values (collectively, the "Conservation Values") of great importance to Grantor, the people of Adams County, Colorado, and the people of the State of Colorado. Due to the expanding development of property within Adams County and the greater Denver metropolitan area, farmland and open space in Adams County is diminishing at a rapid rate. It is in the interest of the people of Adams County to have and maintain lands within Adams County as open space, for the preservation of mountain views, agricultural activities, and wildlife native to Adams County.
- D. **State Policy Concerning Conservation Easements.** §§ 33-1-101, C.R.S. *et seq.*, provides in relevant part that "it is the declared policy of the State of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit and enjoyment of the people of this state and its visitors." Additionally, §§ 35-1-101, C.R.S. *et seq.*, provides in relevant part that "it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of agricultural land for the production of feed and other agricultural products". §§ 38-30.5-101, C.R.S. *et seq.*, provides for the establishment of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural . . . or other use or condition consistent with the protection of open land having wholesome environmental quality or life-sustaining ecological diversity".

ACKNOWLEDGMENT OF INTENT:

As a guide to the interpretation of this Deed and administration of the Conservation Easement ("Easement") created by this Deed by future generations, Grantor and Grantee, for themselves, and for their successors and assigns, herein expressly declare their agreement and dedication to the following purpose and intent.

1. **Purpose.** The purpose ("Purpose") of this Easement is to preserve and protect in perpetuity the Conservation Values of the Property. This Purpose is in accordance with § 170(h) of the Internal Revenue Code. In order to achieve this Purpose, Grantor intends to convey this Deed to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever.

2. **Intent.** Grantor intends to convey this Deed of Conservation Easement to Grantee for the exclusive purpose of assuring that the Conservation Values of the Property will be conserved and maintained forever, and that uses of the Property that are inconsistent with the Conservation Values will be prevented or corrected. The parties agree, however, that the current use of, and improvements to the Property are consistent with the Conservation Values. Subject only to the Purpose set forth above, the intent of the parties is to permit all other uses of the Property which are not inconsistent with the preservation and protection of the Conservation Values as determined by Grantee in its sole discretion and which are not expressly prohibited herein. Nothing in this Deed is intended to compel a specific use of the Property, such as agriculture, other than of the preservation and protection of the Conservation Values.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Grantor and Grantee mutually agree as follows:

1. **Conveyance of Easement.** Grantor voluntarily grants and conveys to Grantee and Grantee voluntarily accepts, a perpetual Conservation Easement in gross, and immediately vested interest in real property defined by §§ 38-10.5-101, C.R.S. *et seq.*, and of the nature and character described in this Deed, for the purpose of preserving and protecting the Conservation Values of the Property in perpetuity.

2. **Rights of Grantee.** To accomplish the Purpose of this Easement the following rights are hereby conveyed to Grantee, its employees and its representatives.

A. To preserve and protect the Conservation Values of the Property.

B. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that, except in cases where Grantee determines that immediate entry is required pursuant to those provisions in Section 8, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

C. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement and, except as limited by Section 7 below, Grantee may require the restoration of such areas or features of the Property that may be damaged by an inconsistent activity or use; and;

D. Nothing in this section shall preclude the right of Grantee to enforce the preservation and protection of the Conservation Values of the Property or any other provisions of this Deed.

3. ***Rights Retained by Grantor.*** Grantor retains the right to perform any act not specifically prohibited or restricted by this Easement. These ownership rights include such acts and uses that are consistent with the preservation and protection of the Conservation Values.

4. ***Property Improvements.*** The parties agree that the current use of land improvements to the Property are consistent with the preservation and protection of the Conservation Values and are permitted. Without limiting the generality of any of the foregoing, Grantor and Grantee hereby acknowledge and agree;

A. ***Existing Improvements.*** At the time of granting this Deed, there are on the Property:

(1) ***Residential Improvements.*** There are **no residential improvements.**

(2) ***Agricultural Improvements.*** There are **no agricultural improvements.**

B. ***Construction of Improvements.*** The construction or reconstruction of any improvement, except those existing on the date of this Deed, is prohibited except as described below. Any other improvements are prohibited unless Grantee determines in its sole discretion that the proposed construction is not inconsistent with the preservation and protection of the Conservation Values. Under no circumstances shall any commercial, industrial, or recreational building, structure or improvement be built on the Property, including but not limited to, athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges without Amended PUD approval(s). However, the Grantor may use the Property for public uses, as further described in paragraph 6B, herein, that are not inconsistent with this Easement.

(1) *New Improvements Construction.*

a. ***Agricultural Improvements.*** New minor, unenclosed agricultural improvements such as corrals, loafing sheds, hayracks, or stock tanks may be constructed on the Property without further permission of Grantee. Improvements related to any future agricultural business on the Property shall only be allowed by a future Amended PUD approval(s).

(2) *Other Improvements.*

a. ***Road Construction and Paving.*** No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road or trail be constructed without the prior written approval of Grantee. Grantee shall give such permission within a reasonable time, unless Grantee determines that the proposed paving or covering of the soil, or the location of any road or trail, will substantially diminish or impair the Conservation Values of the Property or its otherwise inconsistent with this Deed, and such permission shall not be unreasonably withheld.

b. ***Fences.*** Existing fences may be repaired and replaced, and new fencing may be built for an agricultural business allowed by future Conditional Use approval), and for the purposes of reasonable and customary management not inconsistent with the preservation and protection of the Conservation Values, without any further permission of Grantee.

c. ***Utilities.*** Existing utilities may be repaired and replaced in the same location of the property, and utilities may be extended for any future irrigation wells, for accessory allowed agricultural structures, and for an agricultural business allowed by future Amended PUD approval on the Property without any further permission of Grantee.

d. ***Billboards and Signs.*** No signs exist on the Property at the time of execution of this Deed. Grantor may erect signs for sale of the Property as allowed in the A-3 zone District, signs appropriate to identifying agricultural uses on the property, and signs identifying any agricultural business allowed by future Amended PUD approval on the Property. Grantor shall not construct, maintain, or erect any other signs or billboards on the Property that are inconsistent with the preservation and protection of the Conservation Values or the above purposes without Amended PUD approval(s).

Additional Property for School District. Adjacent to the Conservation Easement area's southern boundary are 17+ acres conveyed to Strasburg School District 31. By Agreement with the School District, the Grantor has agreed to convey 13 acres abutting the existing 17+ acres to the School District, and in this event, uses and buildings for school purposes on this 13 acres would be allowed.

5. **Resource Management.** Grantor recognizes the importance of good resource management and stewardship to preserve and protect the Conservation Values. To this end, the Property shall be operated and managed in accordance with good conservation practices. The following uses of the Property shall be conducted in accordance with the provisions below.

A. **Agriculture.** This Property shall be managed to prevent overgrazing by livestock and soil erosion.

B. **Timber.** Timber harvesting is prohibited except as set forth below. On a limited and localized basis, trees may be cut to control insects and disease, to control invasive non-native species, to prevent personal injury and property damage, and for domestic uses on the Property such as firewood and construction of permitted buildings and fences. Tree thinning activities may take place to maintain the character and nature of the habitat. Timber harvesting other than the foregoing on the Property shall be conducted in substantial accordance with a forest management plan prepared by a professional forester at Grantor's expense and approved by Grantee.

C. **Mining.** At the time of the granting of this Deed, the oil, gas, and other sub-surface mineral (coal) rights ownership are held by Anadarko Land Corp and Anadarko E&P Company LP. No mineral rights are being conveyed with this Deed. Mineral rights development shall be limited as follows:

(1) **Mining.** The exploration, development, mining, or extraction of other minerals, coal, peat, sand, gravel, rock, or other hard rock minerals is prohibited.

(2) **Oil. Gas and Geothermal Resources.** The development of oil and gas leases shall be allowed in accordance with County Regulations and Spacing Requirements and Regulations of the Oil and Gas Commission of the State of Colorado provided that no more than 2.5 acres shall be disturbed by oil and gas operations, including access roads, per drilling site. All above ground equipment shall be painted a color harmonious with the surface landscape.

(3) **Geothermal Resources.** The exploration, development, mining or extraction of geothermal resources is prohibited on the Property.

D. **Recreation.** Low impact recreational uses such as bird watching, hiking, cross country skiing, hunting, fishing, and other uses consistent with the preservation and protection of the Conservation of Values are permitted on the Property, but only subject to approval of the Grantor for such activities by others.

E. **Water.** As the existing agricultural resources on the property are artificially watered, nothing in this Conservation Easement shall restrict the Grantors rights to acquire and dispose of water rights association with this Property.

6. **Restricted Practices.**

A. **Subdivision.** The Property or description of the Property may identify or include one or more legal parcels. Notwithstanding the foregoing, Grantor and Grantee agree that the division or subdivision of the Property into less than 35 acre parcels, whether by physical or legal process, including by partition, into two or more parcels of land is prohibited.

B. **Commercial or Industrial Activity.** No commercial or industrial uses shall be allowed on the Property other than those activities expressly permitted herein. However, the Grantor may use the Property for uses that are not inconsistent with this Easement, which may include construction of soft-surface trails (upon prior notice to the Grantee).

C. **Feed Lot.** The establishment or maintenance of feedlot is prohibited. For purposes of this Deed, "feed lot" is defined as a permanently constructed confined area or facility within which the Property is not grazed or cropped annually, and which is used and maintained for purposes of feeding livestock. Nothing in this section shall prevent Grantor from seasonally confining livestock into an area for feeding or from leasing pasture for the grazing of livestock owned by others.

D. **Public Access.** Nothing therein contained shall be construed as affording the public access to any portion of the Property, although the Grantor may permit public access to the Property on such terms and conditions, as it deems appropriate, provided that such access is not inconsistent with the Conservation Values of the Property.

E. **Trash.** The dumping or accumulation of any kind of trash, sludge, or refuse on the Property is prohibited. The dumping or accumulation of farm-related and from any allowed use's trash and refuse produced on the Property is permitted, provided it is not inconsistent with the preservation and protection of the Conservation Values. However, this shall not prevent the storage of agricultural products and by-products on the Property in accordance with all applicable government laws and regulations.

F. **Hazardous Materials.** Grantor may use agri-chemicals on the Property in accordance with all applicable federal, state or local laws. Otherwise, the treatment, permanent storage, disposal or release of hazardous material on, from or under the Property is prohibited. For the purpose of this Deed, hazardous materials shall mean any hazardous or toxic material or waste that is subject to any federal, state, or local law or regulation. Notwithstanding anything in this Deed to the contrary, this prohibition does not impose any liability on Grantee for hazardous materials nor does it make Grantee an owner of the Property, nor does it permit or require Grantee to control any use of the Property that may result in the treatment, storage, disposal or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").

G. Weed Control. The Property shall be managed to control noxious weeds to the extent reasonably possible. Grantor shall be solely responsible for weed control and eradication; Grantee shall have no responsibility or liability for weed control and eradication.

H. Motorized Vehicles. Motorized vehicles may only be used for agricultural or property-maintenance purposes, except for access to an agricultural business allowed by future Amended PUD approval(s), to prospect for and extract oil and gas resources on the property, and to agricultural uses on the property in a manner that does not substantially diminish or impair the Conservation Values of the Property. Use of snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles off of roads or travel ways by anyone other than the Grantor for any other purpose is prohibited. The Grantor shall be responsible for enforcement of this paragraph 6H.

7. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligations of Grantor as owner of the Property. Additionally, unless otherwise specified below, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Grantor shall continue to be solely responsible and Grantee shall have no obligation for the upkeep and maintenance of the Property and Grantor understands that nothing in this Deed relieves Grantor of any obligation or restriction on the use of the Property imposed by law. Among other things, this shall apply to:

A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same. If for any reason Grantor fails to pay any taxes, assessments or similar requisite charges, Grantee may pay such taxes, assessments or similar requisite charges, and may bring an action against Grantor to recover all such taxes, assessments and similar charges plus interest thereon at the rate charge delinquent property taxes by the county assessor's office in which the Property is located.

B. Liability. Grantor shall indemnify, defend, and hold Grantee and its members, officers, directors, employees, agents and contractors and heirs, personal representatives, successors, and assigns of each of them (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, penalties, causes of action, claims, demands, judgments, loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to (i) injury to or the death of any person, or damage to property, resulting from any act, omission, condition, or other matter occurring on or about or related to the Property, unless due solely to the gross negligence or intentional acts of any of the Indemnified parties; (ii) the obligations under this Section 7 or Section 9, or (iii) the presence or release of hazardous materials on, or under, or about the Property under Section 6(f), the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation or requirement, including without limitation, CERCLA and state hazardous waste statutes, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of CERCLA. To the extent allowed by law, Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from an against any and all loss, costs or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property.

8. Enforcement. Grantee shall have the right to prevent and correct or require correction of violations of the terms of this Deed and Purpose of this Easement. In those cases where Grantee determines that immediate entry is required to inspect for, prevent, terminate, or mitigate a violation of this Deed, Grantee may enter the Property without advance notice. If Grantee finds what it believes is a violation that cannot be resolved after discussions with the Grantor, Grantee shall immediately notify Grantor and the Board in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall immediately cease the alleged violation and either (a) if necessary, restore or remediate the Property to its condition prior to the violation or (b) provide a written plan for restoration and remediation of the Property acceptable to Grantee.

If Grantor is unable or unwilling to cease the immediate alleged violation, restore or remediate the Property to its condition prior to the violation or provide a written plan for restoration and remediation of the Property acceptable to Grantee, both parties agree to resolve the dispute through court procedures. At any point in time, the parties may take appropriate legal action including an injunction to stop the alleged violation in a court with jurisdiction. Any costs, incurred by Grantee in enforcing the terms of this Deed against Grantor, including, without limitation, costs and expenses of suit, and attorneys' fees and any costs of restoration necessitated by Grantor's violation of the terms of this Deed, shall be borne by Grantor. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values. The failure of Grantee to discover a violation or to take action shall not waive any of Grantee's rights, claims or interests in pursuing any such action at a later date.

9. **Transfer of Easement.** With the prior consent of Grantor, which consent shall not be unreasonably withheld, Grantee shall have the right to transfer this Deed to any public agency or private non-profit organization that, at the time of transfer, is a "qualified organization" under § 170(h) of the U.S. Internal Revenue Code, and under §§ 38-20.5-101, C.R.S. *et seq.*. Any such transfer shall be conditioned upon the agency or organization to which this Deed is transferred expressly agreeing to assume the responsibility imposed on Grantee by this Deed, and Grantee requiring that the conservation purpose that the Deed is intended to advance continue to be carried out. If Grantee desires to transfer this Deed to a qualified organization having similar purposes as Grantee, but Grantor refuses to approve the transfer, a court with jurisdiction may transfer this Deed to another qualified organization having similar purpose that agrees to assume the responsibility imposed on Grantee by this Deed, provided that Grantor shall have notice of and an opportunity to participate in the court proceeding. If (a) Grantee ever ceases to exist, (b) Grantee is no longer a qualified organization, or (c) Grantee is no longer monitoring and enforcing the terms of this Deed to preserve and protect the conservation values of the Property, then Grantor may apply to a court with jurisdiction to transfer this Deed to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Deed. If any court is commenced relative to the transfer of this easements, each party is responsible for their own attorney and court costs.

10. **Transfer of Property.** Anytime Grantor wishes to transfer the Property to any third party, Grantor shall, at least thirty (30) days prior to the date of the proposed transfer, notify Grantee in writing of the impending transfer. The document of conveyance shall expressly refer to this Deed of Conservation Easement. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

11. **Real Property Interest.** This Easement constitutes a real property interest immediately vested in Grantee.

12. **Condemnation or Other Extinguishment.** If this Easement is taken in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party in writing when it first learns of such circumstances. Grantee shall be entitled to compensation in accordance with applicable law, after the satisfaction of prior claims, from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment. The total loss of all the Conservation Values is the only ground under which this Easement may be terminated by a court of competent jurisdiction.

13. **Perpetual Duration.** This Easement shall be servitude running with the land in perpetuity. Every provision of this Deed that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interest may appear; provided, however, that either party's rights and obligations under this Easement shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of such party's entire interest in this Easement or the Property, except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer.

14. **Change of Circumstance.**

A. **Economic Value.** The fact that any use of the Property that is expressly prohibited by this Easement, or any other use as determined to be inconsistent with the Purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted there under, has been considered by the Grantor in granting this Easement. It is the intent of both Grantor and Grantee that any such changes should not be considered circumstances justifying the termination or extinguishment of this Easement pursuant to this section. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to this section.

B. **Agricultural Value.** In the event Grantee believes that agriculture is no longer Conservation Value, Grantee may request that Grantor and Grantee shall develop an acceptable plan to ensure appropriate land cover consistent with the preservation and protection of the Conservation Values. The expense of developing and implementing said plan shall be paid for by Grantor.

15. **Notices.** As specified herein, any notices required by this Deed shall be sent as appropriate to Grantor, Grantee and the Board respectively at the following addresses, unless a party has been notified by the other of a change of address:

Grantor: Holly Investment, Co.
c/o Loren Losh, President
P.O. Box 557
Strasburg, CO 80136

Grantee: Adams County Planning & Development Department
12200 N. Pecos Street, 3rd Floor
Westminster, CO 80234

and: Adams County Attorney's Office
450 S. 4th Avenue
Brighton, CO 80601

16. ***Liens on the Property.***

A. ***Current Liens.*** New Frontier Bank

B. ***Subsequent Liens.*** No provisions of this Deed should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing. Any mortgage or lien arising from such a borrowing shall be subordinate to this Easement.

17. ***No Merger.*** No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement, unless the parties expressly state that they intend a merger of estates or interest to occur.

18. ***Grantor's Representations & Warranties.***

A. Except as provided in paragraph 16, Grantor warrants that Grantor has good and sufficient title to the Property, free from all liens and encumbrances securing monetary obligations except ad valorem property taxes for the current year, and hereby promises to defend title to the Property against all claims that may be made against it by any person claiming by, through, or under Grantor.

B. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

(1) No hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, deposited, or transported, in, on, or across the Property, and that there are not now any underground storage tanks located on the Property;

(2) Grantor and the Property are in compliance with all federal, state, and local laws, regulations and requirements applicable to the Property and its use;

(3) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

(4) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation or, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use.

19. **Acceptance.** Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Conservation Easement.

20. **General Provisions.**

A. **Severability.** If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

B. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall have no effect upon construction or interpretation.

C. **Waiver of Defenses.** Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the one-year statute of limitation provided under C.R.S. §38-41-119 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.

D. **Controlling Law & Interpretation.** This Easement shall be performed and broadly interpreted under the laws of Colorado, resolving any ambiguities and questions of the validity of specific provisions so as to favor maintaining the Purpose of this Deed. Any decisions resolving such ambiguities shall be documented in writing. Venue for any dispute shall be in Adams County, Colorado.

E. **Counterparts.** The parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it; all counterparts, when taken together, shall constitute this instrument.

F. **Amendment.** If the circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws. Any amendment must be consistent with the preservation and protection of the Conservation Values of the Property and shall not affect the perpetual duration of the Easement. Any amendment

must be in writing, signed by both parties, and recorded in the official records of Adams County, Colorado.

G. Termination of Rights & Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

H. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the terms of this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Easement, all of which are merged herein.

21. **Development Rights.** Grantor hereby grants to Grantee all development rights except as specifically reserved herein, and the parties agree that such rights are terminated and extinguished.

22. **Recording.** The Grantor shall record this Deed in timely fashion in the official records of Adams County, Colorado, and Grantee may re-record it at any time as may be require to preserve its rights in this Easement.

TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

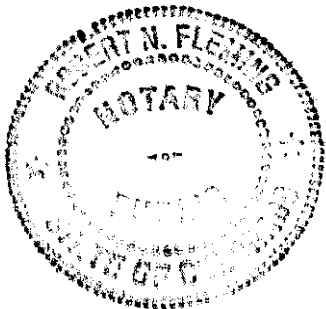
Grantor: 
Loren Losh
Holly Investment Co. President

STATE OF COLORADO)
)ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 22nd day of October, 2007, by LOREN LOSH, PRESIDENT - HOLLY INVESTMENT CO

Witness my hand and official seal.

My commission expires: 6/29/08



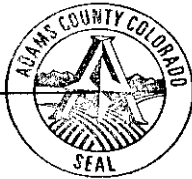
Notary Public

Grantee: The Board of County Commissioners of the County of Adams,
State of Colorado.

By: W.R. Finkbeiner Date: 11.14.07
Chairman

Attest:
Karen Long, Clerk

[Signature]
Deputy Clerk



Date: 11.14.07

Approved as to form:

Nathan J. Furrer
County Attorney's Office

EXHIBIT A

LEGAL DESCRIPTION: CONSERVATION EASEMENT

THAT PART OF SECTION 33, TOWNSHIP 2 SOUTH RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE N00°20'00"E ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 33, A DISTANCE OF 30.00 FEET; THENCE N89°53'02"E PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 33, A DISTANCE OF 30.00 FEET; THENCE N00°20'00"E PARALLEL WITH THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 33, A DISTANCE OF 885.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°20'00"E PARALLEL WITH THE SAID WEST LINE, A DISTANCE OF 1733.94 FEET; THENCE CONTINUING N00°20'00"E PARALLEL WITH THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33, A DISTANCE OF 2619.63 FEET TO A POINT 30.00 FEET SOUTH, AS MEASURED AT RIGHT ANGLES, TO THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33; THENCE N89°37'49"E PARALLEL WITH SAID NORTH LINE; A DISTANCE OF 2603.02 FEET; THENCE S00°13'24"W, A DISTANCE OF 3234.04 FEET; THENCE S89°53'02"W, A DISTANCE OF 229.49 FEET; THENCE S35°30'00"W, A DISTANCE OF 335.00 FEET; THENCE S89°53'02"W, A DISTANCE OF 275.00 FEET; THENCE N57°00'00"W, A DISTANCE OF 232.00 FEET; THENCE N00°06'58"W, A DISTANCE OF 170.00 FEET; THENCE N50°20'00"W, A DISTANCE OF 340.00 FEET; THENCE S89°53'02"W, A DISTANCE OF 910.00 FEET; THENCE S18°00'00"W, A DISTANCE OF 532.00 FEET; THENCE S57°00'00"E, A DISTANCE OF 575.00 FEET; THENCE S00°06'58"E, A DISTANCE OF 560.00 FEET; THENCE N89°40'00"W, A DISTANCE OF 869.00 FEET TO THE POINT OF BEGINNING

CONTAINS 208.44 ACRES MORE OR LESS

CONTAINS 206.85 ACRES MORE OR LESS EXCEPTING THE WEST 10.00 FEET AND THE NORTH 10.00 FEET FOR FUTURE RIGHT-OF -WAY.

Re: Grasslands at Comanche - SCHOOL DISTRICT

Dan Hoff <dhoff@strasburg31j.com>

Fri 7/1/2022 9:41 AM

To: Jarrod Ashida <jarro@ldicolorado.com>

Cc: Leticia Maldonado <leticia.maldonado@westerneci.com>; Michael Trumpore <michael.trumpore@westerneci.com>; Jay Stoner <jay@ldicolorado.com>; Chadwin Cox @ Western ECI <chadwin.cox@westerneci.com>; Nancy Taylor <ntaylor@strasburg31j.com>

In receipt, happy to review and sign when appropriate.

Dan Hoff

Superintendent

Strasburg School District 31J



From: Nancy Taylor <ntaylor@strasburg31j.com>

Sent: Friday, July 1, 2022 9:09 AM

To: Jarrod Ashida <jarro@ldicolorado.com>; Dan Hoff <dhoff@strasburg31j.com>

Cc: Leticia Maldonado <leticia.maldonado@westerneci.com>; Michael Trumpore <michael.trumpore@westerneci.com>; Jay Stoner <jay@ldicolorado.com>; Chadwin Cox @ Western ECI <chadwin.cox@westerneci.com>

Subject: Re: Grasslands at Comanche - SCHOOL DISTRICT

Jarro,

Our new superintendent starts today. His name is Dan Hoff and I have copied him on this email. He will sign the documents.

Thank you,
Nancy

From: Jarrod Ashida <jarro@ldicolorado.com>

Sent: Friday, July 1, 2022 9:07 AM

To: Monica Johnson <MJohnson@strasburg31j.com>; Nancy Taylor <ntaylor@strasburg31j.com>

Cc: Leticia Maldonado <leticia.maldonado@westerneci.com>; Michael Trumpore <michael.trumpore@westerneci.com>; Jay Stoner <jay@ldicolorado.com>; Chadwin Cox @ Western ECI <chadwin.cox@westerneci.com>

Subject: RE: Grasslands at Comanche - SCHOOL DISTRICT

Hi Monica,

Hope you are doing well.

Not sure if there has been a transition to a new Superintendent (according to google, seems like it is still you). We are wanting to check to see who will be signing the Plat as the Legal Representative for the School District. The plat will show the school districts ownership to the two parcels.

Leticia or Chad – If I missed any further explanation that may help, you can reply to all.

Thank you,

Jarrold Ashida

From: Jarrod Ashida

Sent: Monday, February 14, 2022 2:16 PM

To: Chadwin Cox @ Western ECI <chadwin.cox@westerneci.com>; Monica Johnson <MJohnson@strasburg31j.com>; Nancy Taylor <ntaylor@strasburg31j.com>

Cc: Leticia Maldonado <leticia.maldonado@westerneci.com>; Michael Trumpore <michael.trumpore@westerneci.com>; Jay Stoner <jay@ldicolorado.com>

Subject: RE: Grasslands at Comanche - SCHOOL DISTRICT

Hi Chad and Monica,

Per the email from the School District Attorney, there is a small cash in lieu amount (\$332.15) when building permits are issued on each lot.

The same email from Mr. Bump speaks of the conveyance of the two parcels (17.2 Acres and 13 Acre School Site).

Monica – Let me know if you would like me to resend the email from the attorney we spoke about a few months ago.

Thanks,
Jarrod

From: Chadwin Cox @ Western ECI <chadwin.cox@westerneci.com>

Sent: Monday, February 14, 2022 2:10 PM

To: Monica Johnson <MJohnson@strasburg31j.com>; Nancy Taylor <ntaylor@strasburg31j.com>

Cc: Leticia Maldonado <leticia.maldonado@westerneci.com>; Michael Trumpore <michael.trumpore@westerneci.com>; Jay Stoner <jay@ldicolorado.com>; Jarrod Ashida <jarrod@ldicolorado.com>

Subject: RE: Grasslands at Comanche - SCHOOL DISTRICT

Importance: High

Monica,

It was already deeded to the District by the former owner so this formality legalizes the property.

I do not know how you could reverse a deeded parcel of land from a prior owner (not the current Owner) to achieve your desire for fees in lieu of from a different Owner.

I've copied Jay Stoner and Jarrod Ashida to reply to your request.

Thank you,

Chad

Chadwin F. Cox, PE
Senior Project Manager
WESTERN ENGINEERING CONSULTANTS inc LLC

127 South Denver Avenue – Ft. Lupton, CO 80621

2501 Mill St - Brush, CO 80723

Ft. Lupton Office 720-685-9951

Brush Cell 303-913-7341

Fax 720-294-1330

email: chadwin.cox@westerneci.com



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From: Monica Johnson <MJohnson@strasburg31j.com>

Sent: Monday, February 14, 2022 2:02 PM

To: Chadwin Cox @ Western ECI <chadwin.cox@westerneci.com>; Nancy Taylor <ntaylor@strasburg31j.com>

Cc: Leticia Maldonado <leticia.maldonado@westerneci.com>; Michael Trumpore <michael.trumpore@westerneci.com>

Subject: Re: Grasslands at Comanche - SCHOOL DISTRICT

Chad,

The District has been requesting cash in lieu of land, per the land development guidelines in both Adams and Arapahoe county. I'd like to visit with you and Nancy Taylor or CFO.

Please let me know when you're available.

Monica

Monica Johnson
Superintendent
Strasburg 31J
303-622-9211



From: Chadwin Cox @ Western ECI <chadwin.cox@westerneci.com>

Sent: Thursday, February 10, 2022 11:57 AM

To: Monica Johnson <MJohnson@strasburg31j.com>

Cc: Leticia Maldonado <leticia.maldonado@westerneci.com>; Michael Trumpore <michael.trumpore@westerneci.com>

Subject: FW: Grasslands at Comanche - SCHOOL DISTRICT

Hi Monica,

We got confirmation from the County that we have to include the school owned parcels for the County to recognize them as legal parcels (see Layla's email below Gary Bayers).

Can you confirm how the District will need to sign the plat – i.e the name and title and correct entity name RExxx?

Thank you!

Chad

Chadwin F. Cox, PE
Senior Project Manager
WESTERN ENGINEERING CONSULTANTS inc LLC

127 South Denver Avenue – Ft. Lupton, CO 80621

2501 Mill St - Brush, CO 80723

Ft. Lupton Office 720-685-9951

Brush Cell 303-913-7341

Fax 720-294-1330

email: chadwin.cox@westerneci.com



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From: R.W. Bayer Associates <rwbsurveying@hotmail.com>

Sent: Thursday, February 10, 2022 10:29 AM

To: Chadwin Cox @ Western ECI <chadwin.cox@westerneci.com>

Cc: Michael Trumpore <michael.trumpore@westerneci.com>; Leticia Maldonado <leticia.maldonado@westerneci.com>

Subject: RE: Grasslands at Comanche

We'll need the NAME/TITLE and ENTITY signing the plat for the School District. Gary

R.W. Bayer & Associates, Inc.

Westminster, CO 80234

12170 Tejon Street, Unit 700

303-452-4433

From: [Chadwin Cox @ Western ECI](mailto:Chadwin.Cox@WesternECI)

Sent: Wednesday, February 9, 2022 11:37 AM

To: [R.W. Bayer Associates](mailto:R.W.BayerAssociates)

Cc: [Michael Trumpore](mailto:MichaelTrumpore); [Leticia Maldonado](mailto:LeticiaMaldonado)

Subject: FW: Grasslands at Comanche

Hey Gary,

FYI below – we will have to include the School District on the plat – please add their parcels and them as signatories for Filing 5.

Thank you,

Chad

Chadwin F. Cox, PE
Senior Project Manager
WESTERN ENGINEERING CONSULTANTS inc LLC
127 South Denver Avenue – Ft. Lupton, CO 80621
2501 Mill St - Brush, CO 80723
Ft. Lupton Office 720-685-9951
Brush Cell 303-913-7341
Fax 720-294-1330
email: chadwin.cox@westerneci.com



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From: Layla Bajelan <LBajelan@adcogov.org>
Sent: Wednesday, February 9, 2022 11:03 AM
To: Chadwin Cox @ Western ECI <chadwin.cox@westerneci.com>
Subject: Grasslands at Comanche

Good morning,

The preliminary plat for Grasslands at Comanche, Filing No 5 included the location of the school site. The State of Colorado requires that all subdivided land less than 35 acres go through the correct subdivision process. If the land was deeded off, it would not be considered a legally created parcel. The school site would need to be included in the final plat to allow for the appropriate approvals on the property.

Please let me know if you have any additional questions.

Thanks,

Layla Bajelan
Senior Long Range Planner, *Community and Economic Development*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601

**** New Schedule: Tuesday-Friday 7 a.m. to 5:30 p.m.****

County operating hours: Tuesday through Friday, 7 a.m. to 5:30 p.m.

Re: Grasslands at Comanche Filings 5&6-Strasburg- Request for Will Serve letter

Patrick Conroy <pconroy@svfd8.org>

Mon 8/23/2021 10:20 AM

To: Leticia Maldonado <leticia.maldonado@westerneci.com>

From a "Will Serve" point of view, the Grasslands development is within the Strasburg Fire Protection District, therefore by law we will provide service to it.

Patrick Conroy, CFEI
ICC Certified Building Official
ICC Certified Fire Marshal
Colorado Fire Plans Examiner
Division Chief - Fire Prevention and Life Safety
Strasburg Fire Protection District
Station: 303-622-4444
Cell: 720-775-8515

On Mon, Aug 23, 2021 at 8:21 AM Leticia Maldonado <leticia.maldonado@westerneci.com> wrote:
Good Morning Mr. Conroy,

Thank you for your response, I have attached the Subdivision-Major/Preliminary application form, Item 7. requires the applicant to contact the applicable Fire Department.

I understand that Adams County Planning department will send you a referral eventually, and we will be glad to respond any questions.

Thank you.

Leticia Maldonado

On behalf of:

WESTERN ENGINEERING CONSULTANTS, inc .LLC

127 South Denver Ave.

Fort Lupton, CO 80621

Office: (720)685-9951

Email: leticia.maldonado@westerneci.com



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From: Patrick Conroy <pconroy@svfd8.org>

Sent: Sunday, August 22, 2021 1:28 PM

To: Leticia Maldonado <leticia.maldonado@westerneci.com>

Subject: Re: Grasslands at Comanche Filings 5&6-Strasburg- Request for Will Serve letter

I am not entirely sure what you are looking for. Like the third filing, I will receive a notification from Adams County requesting comments, and I will respond accordingly at that time.

Patrick Conroy, CFEI
ICC Certified Building Official
ICC Certified Fire Marshal
Colorado Fire Plans Examiner
Division Chief - Fire Prevention and Life Safety
Strasburg Fire Protection District
Station: 303-622-4444
Cell: 720-775-8515

On Tue, Aug 3, 2021 at 1:23 PM Leticia Maldonado <leticia.maldonado@westerneci.com> wrote:
Good Afternoon Chief Conroy,

I requested a letter for the same project for Filing No. 3 previously and you sent me an email in response (attached).

We are working now on the project for the Filings 5 & 6.

Please advise.

Leticia Maldonado

On behalf of:
WESTERN ENGINEERING CONSULTANTS, inc .LLC
127 South Denver Ave.
Fort Lupton, CO 80621
Office: (720)685-9951
Email: leticia.maldonado@westerneci.com



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Patrick Conroy, CFEI
ICC Certified Building Official
ICC Certified Fire Marshal
Colorado Fire Plans Examiner
Division Chief - Fire Prevention and Life Safety
Strasburg Fire Protection District
Station: 303-622-4444
Cell: 720-775-8515



SCHEDULE A

Title Report No.: 340-F15807-22, Amendment No. 1

1. **Effective Date:** August 25, 2022 at 12:00 AM
2. The estate or interest in the land described or referred to in this Title Report is:
 Fee Simple
3. Title to the estate or interest in the land is at the Effective Date vested in:
 [The Grasslands at Comanche, LLC, a Colorado limited liability company](#)
4. The land referred to in this Title Report is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
 (for informational purposes only) TBD, Strasburg, CO 80136

EXHIBIT "A"

Legal Description

Parcel One: (Grasslands at Comanche - Fifth Filing, Preliminary Plat)

That part of the South one-half of Section 33, Township 2 South, Range 62 West of the 6th P.M., County of Adams, State of Colorado, described as:

Commencing at the South one-quarter corner of Section 33;
thence N 00 ° 17'49" W a distance of 30.00 feet to a point on a line 30.00 feet North of the South line of the Southwest one-quarter of said Section 33 and to the Point of Beginning;
thence N 00 ° 13'24" E a distance of 2016.07 feet;
thence S 89 ° 53'02" W a distance of 229.49 feet;
thence S 35 ° 30'00" W a distance of 335.00 feet;
thence S 89 ° 53'02" W a distance of 275.00 feet;
thence N 57 ° 00'00" W a distance of 232.00 feet;
thence N 00 ° 06'58" W a distance of 170.00 feet;
thence N 50 ° 20'00" W a distance of 340.00 feet;
thence S 89 ° 43'02" W a distance of 910.00 feet;
thence S 18 ° 00'00" W a distance of 532.00 feet;
thence S 57 ° 00'00" E a distance of 366.00 feet to the Northeast corner of Parcel B as described in Reception No. 2014000077889, Adams County records;
thence N 89 ° 40'00" W along the North line of said Parcel B, a distance of 688.66 feet to the East right-of-way line of Piggott Road and the Northwest corner of said Parcel B;
thence S 00 ° 02'00" W along said East right-of-way line, a distance of 1557.87 feet to the North right-of-way line of East 72nd Avenue and the Southwest corner of Parcel A as described in Reception No. 2014000077889, Adams County Records;
thence N 89 ° 53'02" E along said North right-of-way line, a distance of 2612.97 feet to the Point of Beginning.

Parcel B: (Grasslands at Comanche - Sixth Filing, Preliminary Plat)

That part of the South one-half of Section 33, Township 2 South, Range 62 West of the 6th P.M., County of Adams, State of Colorado, described as:

Commencing at the Southeast corner of Section 33, thence S 89 ° 46'56" W along the South line of the Southeast one-quarter of said Section 33, a distance of 30.00 feet;
thence N 00 ° 05'51" E parallel with the East line of the Southeast one-quarter of said Section 33, a distance of 30.00 feet to the Point of Beginning;
thence continuing N 00 ° 05'51" E a distance of 290.89 feet;
thence N 89 ° 54'09" W a distance of 40.00 feet;
thence N 59 ° 07'18" W a distance of 688.83 feet to a point on a curve to the right, the delta of said curve is 58 ° 54'14", the radius of said curve is 190.00 feet;
the chord of said curve bears S 60 ° 19'49" W, 186.84 feet;
thence along the arc of said curve, a distance of 195.33 feet to the end of said curve;
thence S 89 ° 46'56" W a distance of 135.00 feet;
thence N 00 ° 13'04" W a distance of 358.92 feet;
thence S 89 ° 46'56" W a distance of 309.00 feet;
thence S 00 ° 13'04" E a distance of 358.92 feet;
thence S 89 ° 46'56" W a distance of 135.00 feet to the beginning of a curve to the right, the delta of said curve is 42 ° 50'02", the radius of said curve is 190.00 feet;
the chord of said curve bears N 68 ° 48'03" W, 138.76 feet;
thence along the arc of said curve, a distance of 142.04 feet;
thence S 42 ° 36'58" W a distance of 621.90 feet;
thence N 00 ° 13'04" W a distance of 252.81 feet;
thence S 89 ° 46'56" W a distance of 278.01 feet;
thence N 00 ° 13'04" W a distance of 450.73 feet;

EXHIBIT "A"
Legal Description

thence n $89^{\circ} 46'56''$ E a distance of 308.50 feet;
thence N $00^{\circ} 13'04''$ W a distance of 401.85 feet;
thence S $89^{\circ} 46'56''$ W a distance of 43.50 feet;
thence N $00^{\circ} 13'04''$ W a distance of 60.00 feet to the beginning of a curve to the left;
the delta of said curve is $20^{\circ} 04'21''$, the radius of said curve is 325.00 feet;
the chord of said curve bears S $79^{\circ} 44'45''$ W, 113.28 feet;
thence along the arc of said curve, a distance of 113.86 feet;
thence N $20^{\circ} 17'25''$ W a distance of 542.51 feet;
thence S $52^{\circ} 55'29''$ W a distance of 463.95 feet;
thence S $00^{\circ} 13'24''$ W a distance of 1526.57 feet to a point on a line 30.00 feet North of the South line of the Southeast one-quarter of said Section 33;
thence N $89^{\circ} 46'56''$ E parallel with said South line, a distance of 2615.66 feet to the Point of Beginning.

SCHEDULE B Exceptions

1. Water rights, claims or title to water, whether or not disclosed by the Public Records.
2. All taxes and assessments, now or heretofore assessed, due or payable.
3. Reservations by the Union Pacific Railway Company of (1) oil, coal and other minerals underlying the land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed recorded July 27, 1900 in [Book A33 Page 605](#), and any and all assignments thereof or interests therein.

Relinquishment and QuitClaim from Anadarko Land Corp., recorded June 29, 2009 at Reception No. [2009000046848](#).

4. Reservation as shown in Deed from Supreme Camp of American Woodman recorded December 2, 1947 in [Book 348 Page 513](#).
5. Terms, conditions, provisions, agreements and obligations contained in the Surface Owner's Agreement as set forth below:

Recording Date: June 8, 1972
Recording No: [Book 1800 Page 630](#)

6. Terms, conditions, provisions, agreements and obligations contained in the Surface Owner's Agreement as set forth below:

Recording Date: December 13, 1988
Recording No: [Book 3518 Page 51](#)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Snyder Operating Partnership L.P.
Purpose: pipelines
Recording Date: December 28, 1989
Recording No: [Book 3633 Page 850](#)

8. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development as set forth below:

Recording Date: May 20, 2002
Recording No: [C0971518](#)

9. Terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth below:

Recording Date: June 19, 2002
Recording No: [C0985793](#)

10. Findings and Order recorded January 22, 2007 at Reception No. [2007000007537](#).

11. Terms, conditions, provisions, agreements and obligations contained in the Surface Use Agreement as set forth below:

SCHEDULE B
Exceptions
(continued)

Recording Date: May 31, 2007
Recording No: [2007000052861](#)

Applicant's Certification recorded March 23, 2009 at Reception No. [2009000020122](#).

12. Terms, conditions, provisions, agreements and obligations contained in the Zoning Hearing Decision - Case #PRJ2007-00004 The Grasslands at Comanche PUD as set forth below:

Recording Date: June 6, 2007
Recording No: [20070000055000](#)

13. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Agreement as set forth below:

Recording Date: August 27, 2007
Recording No: [2007000082001](#)

14. Terms, conditions, provisions, agreements and obligations contained in the Resolution approving acceptance of Conservation Easement as set forth below:

Recording Date: November 30, 2007
Recording No: [2007000110138](#)

15. Terms, conditions, provisions, agreements and obligations contained in the Certification of Notice of Mineral Estate Owners as set forth below:

Recording Date: December 7, 2007
Recording No: [2007000112486](#)

16. Notes, easements and any other matters as shown or set forth on the Map of Grasslands at Comanche Planned Unit Development Map recorded January 22, 2008 at Map F24-15 Reception No. [5062](#). Affidavit recorded October 14, 2015 at Reception No. [2015000086013](#). Amendment No. 4 recorded June 26, 2017 at Reception No. [2017000054674](#).

17. Findings and Order recorded May 23, 2008 at Reception No. [2008000041775](#), and Determination of Water Rights recorded May 23, 2008 at Reception No. [2008000041776](#).

18. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of Grasslands at Comanche - Second Filing set forth below:

Recording Date: January 22, 2008
Recording No: [5063](#)

Affidavit of Correction recorded June 6, 2013 at Reception No. [2013000048277](#).

19. Terms, conditions, provisions, agreements and obligations contained in the Zoning Hearing Decision - Case #PRJ2007-00036 The Grasslands at Comanche PUD as set forth below:

SCHEDULE B
Exceptions
(continued)

Recording Date: February 6, 2008
Recording No: [200800009439](#)

20. The effects of Certification of Notice to Mineral Estate Owners recorded May 2, 2008 at Reception No. [2008000035101](#).

21. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: February 11, 2009
Recording No: [200900009415](#)

22. Terms, conditions, provisions, agreements and obligations contained in the Grasslands at Comanche P.U.D. - Amendment No. 2 as set forth below:

Recording Date: May 15, 2009
Recording No: [2009000035060](#)

23. Terms, conditions, provisions, agreements and obligations contained in the Resolution as set forth below:

Recording Date: March 9, 2011
Recording No: [2011000015758](#)

24. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: March 13, 2014
Recording No: [2014000015263](#)

Amendment recorded May 9, 2014 at Reception No. [2014000028534](#) and April 27, 2015 at Reception No. [2015000030297](#).

Assignment of Special and Reserved Declarant Rights recorded July 19, 2019 at Reception No. [2019000057057](#).

Third Amendment recorded October 1, 2019 at Reception No. [2019000083214](#).

25. Reservations from the United States of America in Patent recorded August 31, 2015 at Reception No. [D5098566](#). (Arapahoe County records)

26. Terms, conditions, provisions, agreements and obligations contained in the Permanent Drainage Easement as set forth below:

Recording Date: December 8, 2016

SCHEDULE B
Exceptions
(continued)

Recording No: [2016000106663](#)

27. Terms, conditions, provisions, agreements and obligations contained in the Stormwater Management Facility Operation and Maintenance as set forth below:

Recording Date: February 24, 2017

Recording No: [2017000017306](#)

28. Terms, conditions, provisions, agreements and obligations contained in the Permanent Drainage Easement as set forth below:

Recording Date: July 3, 2017

Recording No: [2017000057052](#)

29. Terms, conditions, provisions, agreements and obligations contained in the Permanent Drainage Easement as set forth below:

Recording Date: July 3, 2017

Recording No: [2017000057054](#)

30. Terms, conditions, provisions, agreements and obligations contained in the Permanent Drainage Easement as set forth below:

Recording Date: July 3, 2017

Recording No: [2017000057056](#)

31. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2017-419 as set forth below:

Recording Date: August 31, 2017

Recording No: [2017000076626](#)

32. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2017-420 as set forth below:

Recording Date: August 31, 2017

Recording No: [2017000076627](#)

33. Notes, easements and any other matters as shown or set forth on Plat Map of Grasslands at Comanche - First Filing recorded September 14, 2017 at Reception No. [2017000080372](#). Affidavit of Correction recorded November 1, 2017 at Reception No. [2017000096621](#).

34. Any taxes or assessments by reason of the inclusion of the Land in the Strasburg Metro Parks and Rec District, as evidenced by instruments recorded January 21, 2021 at Reception No. [202100007426](#).

35. Terms, conditions, provisions, agreements and obligations contained in the Certification of Notice to Mineral Estate Owners as set forth below:

Recording Date: September 8, 2021

Recording No: [2021000106491](#)

SCHEDULE B
Exceptions
(continued)

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

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EXHIBIT "B"

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR

EXHIBIT "B"

(continued)

ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

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IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

LIMITATIONS OF LIABILITY

(continued)

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

**SPECIAL WARRANTY DEED
(Water Rights)**

THIS SPECIAL WARRANTY DEED is made as of this 15th day of July, 2019, between **HOLLY INVESTMENT CO.**, a Colorado corporation (“Grantor”), of Adams County, Colorado and **GRASSLANDS AT COMANCHE LLC**, a Colorado limited liability company (“Grantee”), whose mailing address is 412 W. Platte Ave., Ft. Morgan, CO 80701.


GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby grant, sell, transfer, convey, warrant and assign unto Grantee and it’s successors and assigns, all of Grantor’s right, title, and interest in and to the following water rights and right to withdraw and use water (collectively “Water Rights”) located in Adams County, Colorado:

- (1) the Laramie-Fox Hills Aquifer pursuant to the Determination of Water Right No. 600-BD; (2) the Arapahoe Aquifer pursuant to the Determination of Water Right No. 601-BD; (3) the Replacement Plan for Determination of Water Right No. 601-BD; and (4) the well permit number 273671 issued May 21, 2007 drawing water from the alluvium of Kiowa Creek and its tributaries.

TO HAVE AND TO HOLD, the same together with any and all rights and appurtenances incident thereto, forever, and all the estate, right, title and interest of Grantor in the Water Rights and appurtenances. Grantor further represents that it has the authority to convey to Grantee all rights described herein. Grantor, for itself, its successors and assigns, covenants and agrees that it will warrant title and forever defend the Water Rights in the quiet and peaceable possession of Grantee, it’s successors and assigns, against all and every person or persons claiming the whole of any part thereof, by, through, or under Grantor, or against adverse claims arising by, through or under the acts or omissions of Grantor. The singular shall include the plural and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date set forth above.

HOLLY INVESTMENT CO.

By: 

Loren L. Losh, President

[Acknowledgement on Following Page]

ACKNOWLEDGEMENT


STATE OF COLORADO)
)
COUNTY OF Weld) ss.

The foregoing Special Warranty Deed was acknowledged before me this 15th day of July, 2019, by Loren L. Losh, President, of Holly Investment Co., a Colorado Corporation.

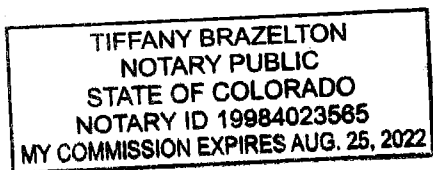
Witness my hand and official seal.

My commission expires on: _____

(seal)



Notary Public



STATE OF COLORADO

OFFICE OF THE STATE ENGINEER

Division of Water Resources
Department of Natural Resources

1313 Sherman Street, Room 818
Denver, Colorado 80203
Phone (303) 866-3581
FAX (303) 866-3589

www.water.state.co.us



December 15, 2004

Bill Owens
Governor
Russell George
Executive Director
Hal D. Simpson, P.E.
State Engineer

Holly Investment Company
Attn: Loren Losh
P.O. Box 557
Strasburg, CO 80136

RE: Determination of Water Right

Dear Mr. Losh:

Enclosed is a copy of the Colorado Ground Water Commission's Findings and Order for Determination of Water Right No. 600-BD, for the allocation of ground water in the Laramie-Fox Hills aquifer. This Findings and Order are the Commission's approval of your application for determination of rights to ground water in the above stated aquifer. This document contains important information about your water right and should be reviewed and retained for your records.

As indicated in the Order, a copy of this determination must be recorded by the applicant in the public records of the county – in which the overlying land is located – so that a title examination of the overlying land claimed in the application, or any part thereof, shall reveal this determination. An additional copy of the Findings and Order is enclosed for this purpose.

If you have any questions, please contact this office.

Sincerely,

Sarah K. Reinsel, E.I.T.
Water Resources Engineer
Designated Basins Branch

enclosures: a/s

cc: North Kiowa-Bijou GWMD

HOLLY Investments
PO Box 557 Strasburg CO 80136

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**COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR DETERMINATION OF WATER RIGHT TO
ALLOW THE WITHDRAWAL OF GROUND WATER IN THE KIOWA-BIJOU DESIGNATED
GROUND WATER BASIN

APPLICANT: HOLLY INVESTMENT COMPANY

AQUIFER: LARAMIE-FOX HILLS

DETERMINATION NO.: 600-BD

In compliance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, Holly Investment Company (hereinafter "applicant") submitted an application for determination of water right to allow the withdrawal of designated ground water from the Laramie-Fox Hills Aquifer.

FINDINGS

1. The application was received complete by the Colorado Ground Water Commission on July 22, 2004.
2. The applicant requests a determination of right to designated ground water in the Laramie-Fox Hills Aquifer (hereinafter "aquifer") underlying 639.38 acres, generally described as Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian, in Adams County. According to a signed statement dated July 21, 2004, the applicant owns the 639.38 acres of land, as further described in said affidavit which is attached hereto as Exhibit A, and claims control of the ground water in the aquifer underlying this land area.
3. The proposed annual amount of ground water to be allocated and withdrawn from the aquifer for intended beneficial uses is the maximum allowable amount.
4. The above described land area overlying the ground water claimed by the applicant is located within the boundaries of the Kiowa-Bijou Designated Ground Water Basin and within the North Kiowa-Bijou Ground Water Management District. The Colorado Ground Water Commission (hereinafter "Commission") has jurisdiction.
5. The applicant intends to apply the allocated ground water to the following beneficial use: domestic. The applicant's proposed place of use of the allocated ground water is the above-described 639.38-acre land area.
6. The quantity of water in the aquifer underlying the 639.38 acres of land claimed by the applicant is 8,152 acre-feet. This determination was based on the following as specified in the Designated Basin Rules:
 - a. The average specific yield of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 15 percent.

Holly Investment Company
Laramie-Fox Hills Aquifer
Determination No.: 600-BD

Page 2

- b. The average thickness of the saturated permeable material of the aquifer underlying the land under consideration that could yield a sufficient quantity of water that may be extracted and applied to beneficial use is 85 feet.
7. At this time, there is no substantial artificial recharge that would affect the aquifer within a one hundred year period.
 8. Pursuant to Section 37-90-107(7), C.R.S., and in accordance with the Designated Basin Rules, the Commission shall allocate ground water in the aquifer based on ownership of the overlying land and an aquifer life of one hundred years. Therefore, the maximum average annual amount of ground water in the aquifer that may be allocated for withdrawal pursuant to the data in the paragraphs above for the 639.38 acres of overlying land claimed by the applicant is 81.5 acre-feet.
 9. The ability of wells permitted to withdraw the authorized amount of water from this non-renewable aquifer may be less than the one hundred years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.
 10. In accordance with Rule 5.3.6 of the Designated Basin Rules, it has been determined that withdrawal of ground water from the aquifer underlying the 639.38 acres of land claimed by the applicant will not, within one hundred years, deplete the flow of a natural stream or its alluvial aquifer at an annual rate greater than one-tenth of one percent of the annual rate of withdrawal and, therefore, the ground water is nontributary ground water as defined in Rule 4.2.19 of the Designated Basin Rules. No more than 98% of the amount of ground water withdrawn annually shall be consumed, as required by the Designated Basin Rules.
 11. A review of the records in the Office of the State Engineer has disclosed the presence of 15 permits for small-capacity wells to appropriate ground water from the aquifer located on or in the vicinity of the applicant's claimed overlying land area. The applicant has requested that these 15 small-capacity well permits, Permit Nos. 248283 through 248297, be canceled upon issuance of this determination of water right. Except for the above described cancelled permits, review of the records in the Office of the State Engineer finds no other previous allocations or permitted withdrawals from the aquifer underlying the claimed land area.
 12. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined; except that the Commission shall retain jurisdiction for subsequent adjustment of such amount to conform to the actual local aquifer characteristics from adequate information obtained from well drilling or test holes.
 13. In accordance with Section 37-90-107(7), C.R.S., upon Commission approval of a determination of water right, well permits for wells to withdraw the authorized amount of water from the aquifer shall be available upon application, subject to the conditions of this determination and the Designated Basin Rules and subject to approval by the Commission.

Holly Investment Company
Laramie-Fox Hills Aquifer
Determination No.: 600-BD

Page 3

14. On September 9, 2004, in accordance with Rule 9.1 of the Designated Basin Rules, a letter was sent to the North Kiowa-Bijou Ground Water Management District requesting written recommendations concerning this application. No written recommendations from the district were received.
15. The Commission Staff has evaluated the application relying on the claims to control of the ground water in the aquifer made by the applicant.
16. In accordance with Sections 37-90-107(7) and 37-90-112, C.R.S., the application was published in the Eastern Colorado News on September 24 and October 1, 2004.
17. No objections to the determination of water right and proposed allocation of ground water were received within the time limit set by statute.
18. In order to prevent unreasonable impairment to the existing water rights of others within the Kiowa-Bijou Designated Ground Water Basin it is necessary to impose conditions on the determination of water right and proposed allocation of ground water. Under conditions as stated in the following Order, no unreasonable impairment of existing water rights will occur from approval of this determination of water right or from the issuance of well permits for wells to withdraw the authorized amount of allocated ground water from the aquifer.

ORDER

In accordance with Section 37-90-107(7), C.R.S., and the Designated Basin Rules, the Colorado Ground Water Commission orders that the application for determination of rights to designated ground water in the Laramie-Fox Hills Aquifer underlying 639.38 acres of land, generally described as Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian, is approved subject to the following conditions:

19. The allocated average annual amount of ground water to be withdrawn from the aquifer shall not exceed 81.5 acre-feet. The allowed maximum annual amount of withdrawal may exceed the allowed average annual amount of withdrawal as long as the total volume of water withdrawn does not exceed the product of the number of years since the date of approval of this determination times the allowed average annual amount of withdrawal.
20. To conform to actual aquifer characteristics, the Commission may adjust the allocated average annual amount of ground water to be withdrawn from the aquifer based on analysis of geophysical logs or other site-specific data if such analysis indicates that the initial estimate of the volume of water in the aquifer was incorrect.
21. No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.
22. The use of ground water from this allocation shall be limited to the following use: domestic. The place of use shall be limited to the above-described 639.38-acre land area.

Holly Investment Company
Laramie-Fox Hills Aquifer
Determination No.: 600-BD

Page 4

23. The applicant, or subsequent persons controlling this water right, shall record in the public records of the county - in which the claimed overlying land is located - notice of transfer of any portion of this water right to another within sixty days after the transfer, so that a title examination of the above described 639.38 acre land area, or any part thereof, shall reveal the changes affecting this water right. Such notice shall consist of a signed and dated deed, which indicates the determination number, the aquifer, a description of the above, described land area, the annual amount of ground water (acre-feet) transferred, name of the recipient, and the date of transfer.
24. Subject to the above conditions, well permits for wells to withdraw the authorized annual amount of water from the aquifer shall be available upon application subject to approval by the Commission and the following conditions:
- a. The wells shall be located on the above described 639.38-acre overlying land area.
 - b. The wells must be constructed to withdraw water from only the Laramie-Fox Hills Aquifer. Upon application for a well permit to construct such a well, the estimated top and base of the aquifer at the proposed well location will be determined by the Commission and indicated on the approved well permit. Plain non-perforated casing must be installed, grouted and sealed to prevent diversion of ground water from other aquifers and the movement of ground water between aquifers.
 - c. The entire depth of each well must be geophysically logged prior to installing the casing as set forth in Rule 9 of the Statewide Nontributary Ground Water Rules, 2 CCR 402-7.
 - d. Each well shall be constructed within 200 feet of the location specified on the approved well permit and, *except for wells permitted under this determination, must be more than 600 feet from any existing large-capacity well completed in the same aquifer.*
 - e. The wells may withdraw the allowed average annual amount of water from the aquifer together in any combination. The total combined annual withdrawal of the wells shall not exceed the allowed average annual amount described in this Order.
 - f. A totalizing flow meter or other Commission approved measuring device shall be installed on each well and maintained in good working order by the well owner. Annual diversion records shall be collected and maintained by the well owner and submitted to the Commission or the Lost Creek Ground Water Management District upon their request.
 - g. The well owner shall mark the well in a conspicuous place with the permit number and the name of the aquifer. The well owner shall take necessary means and precautions to preserve these markings.
25. A copy of this Findings and Order shall be recorded by the applicant in the public records of the county - in which the claimed overlying land is located - so that a title examination of the above described 639.38-acre overlying land area, or any part thereof, shall reveal the existence of this determination.

EXHIBIT A

Page 1 of 1

GWS 1
06/09/00

STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES
1313 Sherman St. Room 821
Denver, CO 80203
(303) 866-3581 Fax (303) 866-3589

RECEIVED
JUL 23 2004

NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT

I (We) HOLLY INVESTMENT COMPANY
(Name(s))

claim and say that I (we) am (are) the owner(s) of the following described property consisting of
639.38 acres in the County of Adams,
State of Colorado:

(Insert the property legal description)

Section 33, Township 2 South, Range 62 West of the sixth principal meridian

and, that the ground water sought to be withdrawn from the Laramie-Fox Hills
aquifer underlying the above-described land has not been conveyed to reserved to another, nor has
consent been given to its withdrawal by another.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents
hereof; and that the same are true to my (our) knowledge.

HOLLY INVESTMENT COMPANY, President

Signature

Date



7/21/04

Signature

Date

.....
INSTRUCTIONS:

Please type or print neatly in black ink. This form may be reproduced by photocopy or word
processing means. See additional information on the reverse side.

Holly Investment Company
Laramie-Fox Hills Aquifer
Determination No.: 600-BD

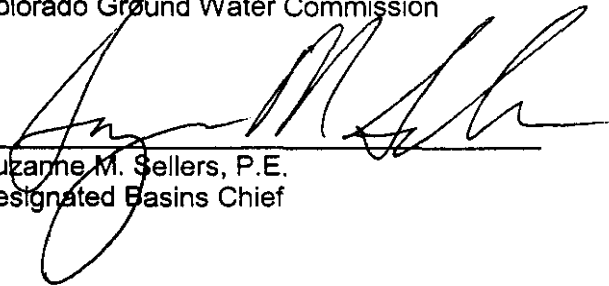
Page 5

Dated this 15th day of December, 2004.



Hal D. Simpson
Executive Director
Colorado Ground Water Commission

By:



Suzanne M. Sellers, P.E.
Designated Basins Chief

Prepared by: SKR

**COLORADO GROUND WATER COMMISSION
FINDINGS AND ORDER**

IN THE MATTER OF AN APPLICATION FOR CHANGE OF WATER RIGHT TO CHANGE THE ALLOWED BENEFICIAL USES OF GROUND WATER - FOR DETERMINATION OF WATER RIGHT NO. **601-BD**

APPLICANT: HOLLY INVESTMENT COMPANY

AQUIFER: ARAPAHOE

FINDINGS

In compliance with Section 37-90-111(1)(g), C.R.S., Holly Investment Company (hereinafter "applicant") submitted an application for a change of determination of water right to change the allowed beneficial uses of ground water under Determination of Water Right No. 601-BD. Based upon information provided by the applicant and the records of the Division of Water Resources, the Colorado Ground Water Commission (hereinafter "Commission") finds as follows:

1. Pursuant to Section 37-90-107(7), C.R.S., in a Commission Findings and Order dated December 15, 2004, the Commission approved a Determination of Water Right for Holly Investment Company, assigned Determination No. 601-BD. This determination of water right allows the withdrawal of ground water from the Arapahoe Aquifer (hereinafter "aquifer"), underlying 639.38 acres, generally described as Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian, in Adams County. This area is more completely described in Exhibit A of the above described Findings and Order. The replacement water requirement for withdrawal of ground water from the aquifer underlying the 639.38 acres of overlying land claimed by the applicant consists of two different requirements, which effectively divides the claimed land into two areas. These areas are designated and described as follows:

Area A – 213 acres, generally described as the westerly portion of the applicant's claimed overlying land area in Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian.

Area B – 426.38 acres, generally described as the easterly portion of the applicant's claimed overlying land area in Section 33, Township 2 South, Range 62 West of the 6th Principal Meridian.

These two areas are further described in Exhibit B of the above described Findings and Order.

2. In accordance with the above Order, the allowed average annual amount of ground water to be withdrawn from the aquifer shall not exceed 57.9 acre-feet for Area A and 112 acre-feet for Area B, to be used on the above described 639.38-acre land area for the following intended beneficial use: domestic.
3. Pursuant to Section 37-90-107(7)(c)(III), C.R.S., an approved determination of water right shall be considered a final determination of the amount of ground water so determined, subject to adjustment by the Commission to conform to actual site-specific aquifer characteristics.

*HOLLY INVESTMENT
P.O. BOX 557 STRASBURG, CO. 80136*

*10 3
B 3
S 1*

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Applicant: Holly Investment Company
Aquifer: Arapahoe
Determination No.: 601-BD

Page 2

4. By an application for change of determination of water right received complete by the Commission on September 20, 2005, the applicant has requested to change the allowed beneficial uses in the subject determination of water right to the following: indoor domestic, typical residential outdoor uses, irrigation of lawns, gardens, and pasture, fire protection, recharge, replacement supply and augmentation, watering of domestic animals and horses, commercial, and school supply.
5. The above-described 639.38-acre land area is located within the boundaries of the Kiowa-Bijou Designated Ground Water Basin and within the North Kiowa-Bijou Ground Water Management District. The Colorado Ground Water Commission has jurisdiction.
6. In accordance with Section 37-90-112(1) and Section 37-90-111(1)(g), C.R.S., the requested change of determination of water right was published in the Eastern Colorado News newspaper on September 30 and October 7, 2005.
7. No objections to the proposed change were received within the time limit set by statute.
8. In accordance with Section 37-90-111(1)(g), C.R.S., and the Designated Basin Rules, 2 CCR 410-1, the Colorado Ground Water Commission finds that the proposed change of determination of water right will not cause material injury to the existing rights of other appropriators within the Kiowa-Bijou Designated Ground Water Basin, subject to the conditions stated in the following Order.

ORDER

Now, therefore, the Colorado Ground Water Commission orders that the application for change of water right to change the allowed beneficial uses of ground water for Determination of Water Right No. 601-BD is approved, subject to the following conditions:

9. The use of ground water shall be limited to the following uses: indoor domestic, typical residential outdoor uses, irrigation of lawns, gardens, and pasture, fire protection, recharge, replacement supply and augmentation, watering of domestic animals and horses, commercial, and school supply.
10. The Commission's Findings and Order of December 15, 2004, for Determination of Water Right No. 601-BD, is hereby amended to incorporate the above change. All other terms and conditions in the Findings and Order for Determination of Water Right No. 601-BD shall remain in full force and effect.

Applicant: Holly Investment Company
Aquifer: Arapahoe
Determination No.: 601-BD

Page 3

Dated this 24th day of December, 2005.



Hal D. Simpson
Executive Director
Colorado Ground Water Commission

By: 

Suzanne M. Sellers, P.E.
Designated Basins Chief

Prepared by: SKR

obstruct drainage water flows to said facilities without written permission of the County and the Association, the Association is empowered to perform these activities and assess the costs of the activities to the Owner.

Section 3.14 - Temporary Structures. No structure of a temporary character, including, but not limited to, a tent, shack, garage, barn or trailer or any other outbuilding shall be occupied and used as a residence temporarily or permanently. Any building must be completed within one year following issuance of a building permit.

Section 3.15 - Water Supply (Wells). The following requirements and specifications shall be the minimum for all water wells drilled for residential use on any building site. Any well may be of a larger diameter and proportionately heavier pipe than required.

- (a) A pitless adapter shall be installed in the pipe at a depth below the frost line.
- (b) All requirements of the Colorado Division of Water Resources permit must be met.
- (c) Water well meters to be installed by individual lot Owner. All lot owners shall be required to allow reading of the meter to record water use by the HOA's representatives.
- (d) Well must be drilled by a State of Colorado licensed well driller.
- (e) Outside irrigation shall be limited to a maximum of 2,300 square feet on all lots in filings 1, 2, 3, & 4 of The Grasslands at Comanche Subdivision, and 3,900 square feet on all lots in filing 5 of The Grasslands at Comanche Subdivision as well as all lots of Bijou Preserve Subdivision. For each 2 large animals (horses, llamas, or other livestock etc.) kept on a lot, the maximum amount of irrigated area shall be reduced by 500 square feet on that Lot.

Section 3.16 - No Hazardous Activities. No activity shall be conducted on any portion of the Properties which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any portion of the Properties and no open fires shall be lighted or permitted on any portion of the Properties except in a contained barbecue unit while attended and in use for cooking purposes or within a fireplace designed to prevent the dispersal of burning embers. All Common Element areas are also subject to these restrictions.

Section 3.17 - No Hunting Permitted. No hunting is permitted on any Lot or in any of the Common Elements.

Section 3.18 - No Off-Road Vehicles. No off-road motorized vehicles, either licensed or unlicensed, are permitted in the Common Elements.

Section 3.19 - Horses. Horses are permitted to be maintained upon a Lot upon

shall not be allocated a vote in the Association and shall not be required to pay Assessments. In the event the Strasburg Fire Protection Lot is conveyed to a third party purchaser for the development of a Dwelling the Strasburg Fire Protection Lot shall be allocated a vote and shall be required to pay assessments.

UTILITY LOT shall mean Lot 1, Block 6, Filing 2 on which a natural gas or propane delivery system has been or will be constructed for the purpose of providing natural gas/propane to the community. The Utility Lot shall be subject to all covenants and restrictions contained herein but shall not be allocated a vote in the Association and shall not be required to pay Assessments. In the event the Utility Lot is conveyed to a third party purchaser for the development of a Dwelling the Utility Lot shall be allocated a vote and shall be required to pay assessments.

ARTICLE II - DEVELOPMENT OF THE GRASSLANDS AT COMANCHE/BIJOU PRESERVE

Section 2.01 - Subdivision and Development by Declarant. It is contemplated that the Properties will be developed pursuant to the subdivision plan, as it may from time to time be amended or modified, in which the development of, and restrictions upon, each portion thereof benefit each other portion and the whole thereof. It is also contemplated that any and all property described on Exhibit "B" recorded with a "Notice of Applicability" of this Declaration, shall also be developed pursuant to a subdivision plan by the Declarant, or by written consent of the Declarant to another property owner.

Section 2.02 - On -Site Wastewater Systems (OWS). Lot owners are required to install the OWS on their lot in accordance with a permit issued from Tri-County Health, and shall provide inspection and maintenance access to all OWS facilities on their Lot to representatives of Tri-County Health and the Association. The Association shall be responsible for annual inspection of each Lot's OWS, and normal pumping (once every four years) of the septic tank as needed. Owners shall be responsible for inspection of the OWS between each annual inspection (if needed), all maintenance activities, except normal pumping of the septic tank, and all repair and replacement activities of the OWS. Lot owners shall not modify, alter, or repair the OWS on their Lot without written permission of the Tri-County Health Association.

The septic tank, mechanical components (pumps, etc.) for engineered systems (if applicable), effluent filter, high water alarm, observation pipes in the absorption area, and any other visible appurtenances shall be inspected every year by the Association's representative to determine the need to pump the septic tank and the need for repair and/or replacement of the OWS's components. The meter on the Owner's well shall also be read and recorded to determine the amount of annual water consumption. Depending upon use, some OWS tanks may require pumping more frequently than every four years, and some less frequently. Regular inspections of sludge and scum layers can determine that most appropriate pumping interval.

Other components of the OWS may also require maintenance, repair, and/or replacement. By December 31st of each year, the Association shall submit a report to

Tri-County Health Department for each occupied home. A copy of the report shall be available to all owners upon request. At a minimum, the report shall contain the following:

1. Addresses of homes in the subdivision(s) that have received a Certificate of Occupancy during the calendar year or the previous calendar year, and the date of issuance of the Certificate of Occupancy.
2. The current year's inspection report for each OWS.
3. A notation either that no problems were found at the time the system was inspected or pumped, or a description of the problems identified when the system was inspected or pumped, actions taken to correct the problem, and the outcome.
4. The annual water use, as determined from the well meter. If applicable, this information may also be supplied to other regulatory agencies (State Engineer, etc.).
5. The name, address, phone/fax numbers and e-mail addresses of the Association, and the Association's representative (if applicable).

The Association shall cause to be performed inspections and reporting activities of the OWS's, which may include the normal pumping (once every four years) of septic tanks, and if need be, replacement and/or cleaning of the effluent filter. The costs for these activities shall be borne as part of the Common Expense. Other maintenance, any non-routine pumping, repair, and/or replacement activities for each lot's OWS shall be responsibility of the Owner. The Association shall transmit a copy of the report to all occupied Lot Owners, where additional maintenance, any pumping, repair, and replacement of an OWS's components are required, along with a time schedule for completion of the requirements. The Report may also require changes in the excessive use and/or abusive practices of the OWS that is requiring more than normal pumping of the septic tank. In the event an occupied Lot Owner fails to perform the required activities, including termination of excessive use and/or abusive practices of their OWS, within the time period specified, the Association is empowered to perform these activities, including non-normal pumping of the septic tank and/or cleaning/replacement of the effluent filter, and to assess the costs of these activities to the occupied Lot Owner.

Section 2.03 - External Fencing and Common Signage. The external fencing and common entrance signage shall be installed by the Declarant. After installation, the external fencing and common signage shall be a Common Element and shall be maintained by the Association. The costs of maintenance, repair, and/or replacement activities of the external fencing and common signage shall be a Common Expense except for damages to the external fencing and/or common signage by an Owner, their guests or invitees. In this event, the Association is empowered to perform repair and/or replacement activities on the damaged external fencing and/or common signage, and to



Brooks Kaufman
Lands and Rights of Way Director

August 5, 2021

Western Engineering Consultants
c/o Leticia Maldonado
127 South Denver Avenue –
Ft. Lupton, CO 80621

Re: Grasslands at Comanche – Filing 5 and Filing 6

Lots 1 thru 14; Block 8 Filing 5
Lots 1 thru 5; Block 9 Filing 5
Lots 1 thru 4; Block 1 Filing 6
Lots 2 thru 4; Block 2 Filing 6
Lot 6; Block 6 Filing 6
Lot 6; Block 3 Filing 6

Dear Mrs. Maldonado;

We are an electric utility operating under the rules and regulations approved by our Board of Directors. The above-referenced parcel of land in Section 33, Township 2 South, and Range 62 West of the 6th P.M., County of Adams, State of Colorado, and containing 28 residential lots is located within our service area.

We are willing to extend our facilities to the proposed project in accordance with our extension policies. When you submit an application for service, the designer assigned will be able to answer any questions concerning the location of electric facilities and associated cost in relation to the project.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Brooks Kaufman", is written over a light blue horizontal line.

Brooks Kaufman
Lands and Rights-of-Way Director

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION

5496 N. U.S. Highway 85, P.O. Drawer A / Sedalia, Colorado 80135
Telephone (720)733-5493
bkaufman@irea.coop





Statement Of Taxes Due

Account Number R0190717

Parcel 0173133400009

Assessed To

GRASSLANDS AT COMANCHE LLC
412 W PLATTE AVE
FORT MORGAN, CO 80701-2650

Legal Description

Situs Address

SECT,TWN,RNG:33-2-62 DESC: PARCEL D PART OF THE S2 OF SEC 33 DESC AS COMMENCING AT THE SE COR OF SEC 33 0
TH S 89D 46M 56S W 30 FT TH N 00D 05M 51S E // WITH THE E LN OF THE SE4 OF SD SEC 33 A DIST OF 30 FT TO THE POB
TH CONT N 00D 05M 51S E 290/89 FT TH N 89D 54M 09S W 40 FT TH N 59D 07M 18S W 688/8... Additional Legal on File

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2022	\$144.14	\$0.00	\$0.00	(\$144.14)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 08/15/2023					\$0.00

Tax Billed at 2022 Rates for Tax Area 402 - 402

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$5.96	AG DRY FARMING	\$6,254	\$1,650
FIRE DISTRICT 8 - STRASBURG	12.6140000	\$20.81	LAND		
GENERAL	22.8430000	\$37.69	Total	\$6,254	\$1,650
NORTH KIOWA BIJOU GROUND WA	0.0230000	\$0.04			
RETIREMENT	0.3140000	\$0.52			
ROAD/BRIDGE	1.3000000	\$2.15			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.42			
SD 31 BOND (Strasburg)	14.5360000	\$23.99			
SD 31 GENERAL (Strasburg)	29.6000000	\$48.84			
SOCIAL SERVICES	2.2530000	\$3.72			
Taxes Billed 2022	87.3550000	\$144.14			

* Credit Levy

Tax amounts are subject to change due to endorsement, advertising, or fees.
Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer & Public Trustee
4430 S Adams County Parkway, Suite W1000
Brighton, CO 80601
720-523-6160

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

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

With respect to the property located at:

Physical Address: Section 33, Strasburg, CO

Legal Description: See attached sheet

Parcel #(s): 0173133400009 and 0173133300010

(PLEASE CHECK ONE):

X On the 11th day of August, 2021, which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;

OR

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

Date: 8/11/2021

Applicant:

Dave Rebol

By:

Dave Rebol

Print Name:

Dave Rebol

Address:

412 W Platte Avenue, Fort Morgan CO

Fort Morgan, CO 80701-2650

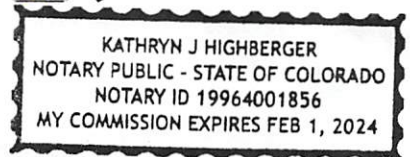
STATE OF COLORADO)
MORGAN)
COUNTY OF ~~ADAMS~~)

Subscribed and sworn to before me this 12th day of August, 2021, by
Dave Rebol

Witness my hand and official seal.

My Commission expires: Feb. 1, 2024

Kathryn J. Highberger
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)

I/We, DAVE REBOL

_____, (the "Applicant") by signing below, hereby declare and certify as follows:

Concerning the property located at:

Physical Address: Section 33, Strasburg CO

Legal Description: See attached sheet

Parcel #(s): 0173133400009 and 0173133300010

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

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

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

x _____ 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: 8-11-21 Applicant: Dave Rebol

After Recording Return To:

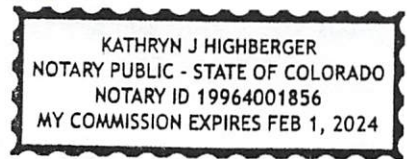
By: Dave Rebol
Print Name: Dave Rebol
Address: 412 W Platte Avenue
Fort Morgan, CO 80701-2650

STATE OF COLORADO)
 MORGAN)
COUNTY OF ~~ADAMS~~)

Subscribed and sworn to before me this 12th day of August, 2021, by
Dave Rebol.

Witness my hand and official seal.

My Commission expires: Feb. 1, 2024 Kathryn J. Highberger
Notary Public



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.

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

I, DAVE REBOL (the "Applicant") by signing below, hereby declare and certify as follows concerning the property located at:

Physical Address:

Legal Description: See attached sheet

Parcel # (s): 0173133400009 and 0173133300010

With respect to qualifying surface developments:

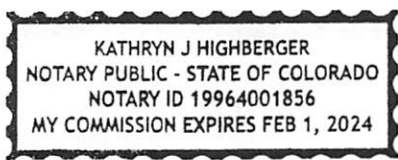
Access to existing and proposed mineral operations, surface facilities, flowlines, and pipelines in support of such existing and proposed operations for oil and gas exploration and production, including provisions for public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide access easements, were provided for in a "Approx. 17 acres" area as recorded in Reception # 2021000005800 on 1/20/2021.

Date: 8/11/2021 Applicant: *Dave Rebol*
By: Dave Rebol
Address: 412 W Platte Avenue, Fort Morgan, CO 80701-2650

STATE OF COLORADO)
MORGAN)
COUNTY OF ~~ADAMS~~)

Subscribed and sworn to before me this 12th day of August, 2021, by Dave Rebol.

Witness my hand and official seal.



My Commission expires: Feb. 1, 2024 *Kathryn J. Highberger*
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.



LAND SERVICES
OIL AND GAS TITLE

P.O. Box 336337
Greeley, CO 80633

Phone (970) 351-0733
Fax (970) 351-0867

LIST OF MINERAL OWNERS AND MINERAL LESSEES for NOTIFICATION
(Grasslands at Comanche LLC Property)

Subject Property:

Township 2 South, Range 62 West, 6th P.M., Adams County, CO
Section 33: Those tracts of land being more particularly described on Exhibit A,
being a part of S½

Zeren Land Services, an oil and gas title research company, states that to the best of its knowledge the following is a true and accurate list of the names and addresses of the mineral owners and mineral leasehold owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq. in the Subject Property based upon the records of the Adams County Assessor and Clerk Recorder as of August 5, 2021 at 7:45 a.m.:

Mineral Owners:

Anadarko E&P Company LP
c/o Anadarko Petroleum Corporation
Attn: Manager Land- Western Division
P.O. Box 9149
The Woodlands, TX 77387-9147

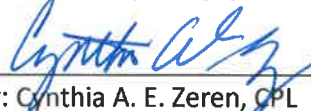
Anadarko Land Corporation
c/o Anadarko Petroleum Corporation
Attn: Manager Property & Rights-of-Way
P.O. Box 9149
The Woodlands, TX 77387-9147

Mineral Leasehold Owners:

None (entitled to notice)

Dated this 10th day of August, 2020.

ZEREN LAND SERVICES


By: Cynthia A. E. Zeren, CPL
Certified Professional Landman #4044

At the request of **Western Engineering Consultants Inc. LLC** ("Client"), Zeren Land Services, an independent land consulting firm, has prepared the foregoing list of mineral estate owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq.

Zeren Land Services, searched (i) the records of the Weld County Assessor relating to the Subject Property for persons identified therein as mineral estate owners, and (ii) the records of the Weld County Clerk and Recorder relating to the Subject Property for recorded requests for notification in the form specified in the Surface Development Notification Act. The results of these searches are set forth above in this List of Mineral Owners Entitled to Notice. At the date of the search, the records of the Assessor and the Clerk and Recorder were posted through August 5, 2021 at 7:45 A.M.

The Adams County Clerk and Recorder has revised and modified their method of indexing the Requests for Notification of Surface Development which does not conform to the applicable statutory guidelines. Although we make every reasonable effort to locate the applicable Requests, our search is, therefore, further restricted by the current practices of the Office of the Clerk and Recorder.

Zeren Land Services, agreed to prepare this listing for the Client only if the Client agreed that the liability of Zeren Land Services, would be strictly limited to the amount paid by the Client for such services. Zeren Land Services, makes no warranty, express, implied or statutory, in connection with the accuracy, completeness or sufficiency of such listing of mineral estate owners. In the event the listing proves to be inaccurate, incomplete, insufficient or otherwise defective in any way whatsoever or for any reason whatsoever, **the liability of Zeren Land Services, shall never exceed the actual amount paid by Client to Zeren Land Services**, for the listing.

In order to induce Zeren Land Services, to provide such services, **Client further agreed to indemnify and hold Zeren Land Services, its managers, members and employees, harmless from and against all claims by all persons (including, but not limited to Client) of whatever kind or character arising out of the preparation and use of each such listing of mineral estate owners, to the extent that such claims exceed the actual amount paid to Client by Zeren Land Services, for such listing.** Client specifically intends that both the foregoing limitation on liability and foregoing indemnification shall be binding and effective without regard to the cause of the claim, inaccuracy or defect, including, but not limited to, breach of representation, warranty or duty, any theory of tort or of breach of contract, or the fault or negligence of any party (including Zeren Land Services) of any kind or character (regardless of whether the fault or negligence is sole, joint, concurrent, simple or gross). **Client's use of this listing evidences Client's acceptance of, and agreement with, this limitation on liability and the indemnification.**

Date: August 10, 2021

ZEREN LAND SERVICES

By: 
Cynthia A. E. Zeren, as President

EXHIBIT A

Parcel 1

Township 2 South, Range 62 West of the 6th P.M.

Section 33: All of Section 33, EXCEPT that part thereof described as follows:

That part of the SE¼ of said section 33, described as: Beginning at the East-One quarter of said Section 33;

Thence South along the East line of said SE¼ a distance of 55.60 feet to the True Point of Beginning;

Thence continuing South along said East line a distance of 150.00 feet to a point;

Thence West on a deflection angle to the right of 90°00'00" a distance of 180.00 feet;

Thence North on a deflection angle to right of 90°00'00" a distance of 150.00 feet;

Thence East on a deflection angle to the right of 90°00'00" a distance of 280.00 feet to the True Point of Beginning;

AND EXCEPT any portion thereof lying within county roads;

EXCEPT that part described in recorded Plat of Grasslands at Comanche - Second Filing recorded January 22, 2008 at Reception No. 2008000005063;

EXCEPT that part described in recorded Plat of Grasslands at Comanche - First Filing recorded September 14, 2017 at Reception No.2017000080372;

AND EXCEPT that part conveyed in Deed recorded November 5, 2014 at Reception No.2014000077889 described as follows:

School Site:

That part of the SW¼ of said Section 33, described as follows:

Commencing at the Southwest corner of said Section 33;

Thence North 00° 20'00" E along the West line of the Southwest¼ of Section 33, a distance of 30.00 feet;

Thence North 89°53'02" East parallel with the south line of the SW¼ of Section 33, a distance of 30.00 feet to the Point of Beginning;

thence North 00°20'00" East parallel with the West line of the SW¼ of Section 33, a distance of 885.08 feet;

thence South 89°40'00" East distance of 869.00 feet;

thence South 00°06'58" East, a distance of 878.24 feet, being 30.00 feet North of, as measured at right angles from the South line of the SW¼ of said Section 33;

thence South 89°53'02" West parallel with said South line, a distance of 875.92 feet to the Point of Beginning;

Additional School Site:

That part of the SW¼ of Section 33, described as follows:

Commencing at the Southwest corner of said Section 33;
thence North 89°53'02" East on an assumed bearing along the South line of said SW¼, a distance of 30.00 feet;
thence North 00°20'00" East parallel with the West line of said SW¼ of said Section 33, a distance of 915.08 feet to the Point of Beginning;
thence continuing North 00°20'00" East parallel with said West line a distance of 672.79 feet;
thence South 89°40'00" East, a distance of 688.66 feet;
thence South 57°00'00" East, a distance of 209.01 feet;
thence South 00°06'58" East, a distance of 560.00 feet;
thence North 89°40'00" West, a distance of 869.00 feet to the Point of Beginning;

EXCEPT the West 10.00 feet thereof for future road right-of-way.

Parcel 2

Township 2 South, Range 62 West of the 6th P.M.

Section 33: Tract C, Grasslands at Comanche Second Filing, according to that certain plat or map thereof, recorded January 22, 2008 under Reception No. 2008000005063, being a part of the E½

Parcel 3

Township 2 South, Range 62 West of the 6th P.M.

Section 33: Lots 5 through 11, Block 1,
Lot 5 and 7, Block 2,
Lots 1 through 5, Block 3,
Lots 1 through 3, Block 4,
Lot 7, Block 5,
Grasslands at Comanche First Filing, according to that certain plat or map thereof, recorded September 14, 2017 under Reception No. 2017000080372, being a part of the SE¼