



Request for Comments

Case Name: Sherrelwood Village Planned Unit Development, Amendment No. 2

Project Number: PUD2024-00006

July 25, 2024

The Adams County Planning Commission is requesting comments on the following application: **Major amendment to the Sherrelwood Village Planned Unit Development. The amendment proposes 70 townhouse dwellings.** This request is located at 8000 PECOS ST. The Assessor's Parcel Number is 0171928400003, 0171933100009, 0171933124036, 0171933124037, 0171933124038, 0171933124039, 0171933124057.

Applicant Information:

ROBERT PALMER
2595 PONDEROSA RAOD
FRANKTOWN, CO 80116

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 08/16/2024 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to NEagleson@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/current-land-use-cases.

Thank you for your review of this case.

Nick Eagleson

Nick Eagleson
Senior Strategic Planner

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5



PLANNED UNIT DEVELOPMENT – MAJOR AMENDMENT

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pg. 2) included in this packet for more information on each submittal item.

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

- 1. Development Application Form (pg. 3)
- 2. Application Fees (see table)
- 3. Written Explanation of the Project
- 4. Site Plan Showing Proposed Development
- 5. Proof of Ownership (warranty deed or title policy)
- 6. Legal Description
- 7. Certificate of Taxes Paid

Application Fees	Amount	Due
PUD Major Amendment	\$2,300	After complete application received
Adams County Health	\$210 (public utilities - Level 2) \$360 (individual septic - Level 3)	After complete application received
Copying	\$5 per page	Prior to public hearing
Recording	\$13 (first page); \$10 (ea. additional)	Prior to public hearing



Development Application

Application Type:

<input type="checkbox"/> Conceptual Review	<input checked="" type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input 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: _____

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#:

APPLICANT

Name(s): Company:

Address:

City, State, Zip:

Phone #: Email:

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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

Name: Company:

Address:

City, State, Zip:

Phone #: Email:

DESCRIPTION OF SITE

Address: 8000 Pecos Street

City, State, Zip: Denver, CO 80221

Area (acres or square feet): 3.29 Acres

Tax Assessor Parcel Number 0171928400003, 0171933100009, 0171933124057, 0171933124036, 0171933124037, 0171933124038, 0171933124039

Existing Zoning: P-U-D

Existing Land Use: Vacant

Proposed Land Use: Multi-Family, roads, parking, and landscaping

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: Joe DelZotto

Date: 06/18/2024

Owner's Printed Name

Name: 

Owner's Signature



Strategic Land Solutions, Inc.

Civil Engineering • Land Planning • Entitlements

Friday – May 31, 2024

Sent Via: 1st Class FedEx Courier Hand Deliver
 Facsimile to: **UPLOAD: E PERMIT CENTER**

ADAMS COUNTY

Planning Department
4430 S. Adams County Pkwy.
1st floor, Suite W2000B
Brighton, CO 80601-8218

Attention: Mr. Greg Barnes

Project Description-Preliminary Development
Plan Amendment

ELMWOOD NORTH TOWNHOMES

8000 N. Pecos Street
Unincorporated Adams County (Denver), CO

SLS JN: 24-0024-01

Dear Mr. Barnes,

Elmwood North, LLC. is planning to develop the 3.3 Acres of vacant land north of Sherrelwood Village single-family homes (N. 79th Way) with 70 Townhome units, roads, utilities, landscaping, and resident amenities. The site is located within the existing Sherrelwood Village Amendment 1 Planned Unit Development.

Sherrelwood Village Amendment 1 Planned Unit Development was approved for 40 multi-family units, and therefore, this project includes a Plat Vacation/Correction, a Preliminary Development Plan Major Modification, a Preliminary Plat, a Final Plat, and a Final Development Plan to incorporate the current townhome design and density.

Furthermore, Elmwood North, LLC. is proposing a privately maintained road through the project, which would include a 30-foot wide public access and public utility easement. The road is proposed as private, so that parking can be installed along the street, which does not meet any current Adams County public street section requirements. The street adjacent parking allows for more efficient use of the site and allows for a greater unit density providing a more efficient housing product. As part of the final design clear signage will be shown demarking the private road from the public roads, so that county maintenance staff can easily determine the limits of their maintenance area. A public access and utility easement will be provided over the roads and adjacent sidewalks, so that street and pedestrian access will operate as public access. Sidewalk connection will be provided through the site to N. Pecos Street and N. 79th Way.

As shown on the attached conceptual utility plan, the proposed sanitary sewer includes a section of new 8-inch main that will tie into the existing public sanitary sewer located in N. 79th Way south of the development. The proposed water system will connect to the existing main in N. 79th Way, where it will continue through the project tying into the existing water main in N. Pecos Street creating a water loop. A section of water main currently connecting the mains in N. 79th Way and N. Pecos Street will be abandoned, and the existing easement will be vacated. The proposed water main will replace the portion of water main being abandoned, and it completes the water loop in a manner that will provide more efficient fire service and water service to the proposed development. The water and sewer will be provided by the city of Thornton utility department. Will serve letters are included with this submittal. The water and sewer services for this project were modeled as part of the single-family residences project south of the site, and therefore, the existing water and sanitary sewer mains are sized to accommodate this townhome project.

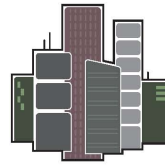
Runoff water quality treatment and detention will be provided by modifying the detention pond constructed with the single-family development. Runoff from this area was included in the drainage calculations and pond sizing for the single-family development to the south. The detention pond will be modified to include the additional required detention and water quality volume, and the outlet control structure will be modified to incorporate the revised waste surface elevations and allowable release rates. The streets and storm drain system in the single-family development are sized to convey the flow from this project to the detention pond. Therefore, the proposed townhome development will not adversely affect the existing development to the south. A drainage report will be provided with the engineering drawings showing conformance to the existing approved drainage report.

2595 Ponderosa Road – Franktown, CO 80116

ROBERT PALMER, PE: 720.384.7661 phone • rpalmer@strategicls • WEBSITE: <http://www.strategicls.net>

file: c:\s\projects\2024-projects\23-delwest\01-8000 n. pecos-adams county\docs\2024-05-31-elmwood north-project description-preliminary plan amendment .doc

Mr. Greg Barnes
Project Description
Friday – May 31, 2024
Page 2



Strategic Land Solutions, Inc.

Civil Engineering • Land Planning • Entitlements

As described above, Elmwood North, LLC. is proposing a townhome project north of N. 79th Way. The area is shown as a townhome project in the current P.U.D., but an amendment is being sought to show the current townhome layout and density. The proposed utilities were included in the single-family development, so no service issues are expected. Please feel free to reach out to me if there are any questions about what is being offered.

Sincerely,

STRATEGIC LAND SOLUTIONS, INC.

A handwritten signature in black ink that reads "Robert J. Palmer". The signature is fluid and cursive.

Robert J. Palmer, PE (CO, NM, AZ, WY, MT)
President for SLS, Inc. A Colorado Corporation

Attachments: As noted above.

cc: Mr. Joe Delzotto, Elmwood North, LLC. via: jad@delwest.com

A PARCEL OF LAND BEING LOT 1, BLOCK 4, SHERRELWOOD VILLAGE FILING NO. 1 - PLAT CORRECTION NO. 1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2022000050487, TOGETHER WITH THAT PARCEL OF LAND, AS DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2019000073502 AND THAT PARCEL OF LAND, AS DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2019000075343, ALL IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, BOTH IN TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, THENCE N 89°30'30" E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY THAT RESOLUTION RECORDED IN BOOK 3270 AT PAGE 279, SAID ADAMS COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE N 00°14'47" W, ALONG THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY, AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 293.01 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 3254 AT PAGE 139; THENCE S 82°41'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 8.12 FEET TO THE WEST CORNER OF PARCEL D, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 3251 AT PAGE 924;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL D, THE FOLLOWING TWO (2) COURSES:

1. S 76°46'56" E, A DISTANCE OF 178.56 FEET;
2. S 21°38'59" E, ALONG THE EAST LINES OF SAID PARCEL DESCRIBED IN BOOK 3254 AT PAGE 139 AND SAID SHERRELWOOD VILLAGE FILING NO. 1 - PLAT CORRECTION NO. 1, A DISTANCE OF 459.50 FEET TO THE EAST CORNER OF LOT 1, BLOCK 4, SAID SHERRELWOOD VILLAGE FILING NO. 1 - PLAT CORRECTION NO. 1;

THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID LOT 1, BLOCK 4, THE FOLLOWING ELEVEN (11) COURSES:

1. S 12°19'21" W, A DISTANCE OF 57.53 FEET TO A POINT ON THE NORTH LINE OF WEST 79TH WAY RIGHT-OF-WAY, AS DEDICATED BY SHERRELWOOD VILLAGE PLAT, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2018000075940 AND A POINT OF NON-TANGENT CURVATURE;
2. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 09°04'20" AND AN ARC LENGTH OF 6.02 FEET, THE CHORD OF WHICH BEARS N85°25'57" W, A DISTANCE OF 6.02 FEET;
3. N 89°58'07" W, A DISTANCE OF 204.00 FEET TO A POINT OF CURVATURE;
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 59.69 FEET;
5. N 00°01'53" E, A DISTANCE OF 11.47 FEET;
6. N 89°58'07" W, A DISTANCE OF 90.00 FEET TO A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT;
7. N 00°01'53" E, ALONG SAID EAST LINE, A DISTANCE OF 30.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 2019000073502;
8. S 89°30'30" W, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
9. N 00°01'53" E, ALONG A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 208.00 FEET TO A POINT BEING 20.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
10. N 89°30'30" E, ALONG A LINE BEING 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BEING 50.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALSO BEING A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRELWOOD VILLAGE PLAT;
11. THENCE N 00°01'53" E, ALONG SAID EAST LINE AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.



**Land Title Guarantee Company
Customer Distribution**



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

Order Number: **RND70782714**

Date: **08/02/2022**

Property Address: **ELMWOOD NORTH FILING NO. 1, DENVER, CO 80221**

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

For Closing Assistance

For Title Assistance

MARY CLARKE-GENTRY
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4198 (Work)
mclarke@ltgc.com

Seller/Owner

ELMWOOD NORTH, LLC, A COLORADO LIMITED
LIABILITY COMPANY
155 S MADISON ST #326
DENVER, CO 80209
(720) 708-4065 (Work)
Delivered via: No Commitment Delivery

Surveyor

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



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **RND70782714**

Date: **08/02/2022**

Property Address: **ELMWOOD NORTH FILING NO. 1, DENVER, CO 80221**

Parties: **A BUYER TO BE DETERMINED**

ELMWOOD NORTH, LLC, A COLORADO LIMITED LIABILITY COMPANY AND DELWEST DEVELOPEMENT CORP., A COLORADO CORPORATION, AS THEIR INTERESTS MAY APPEAR

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

Estimate of Title insurance Fees	
"TBD" Commitment	\$436.00
	Total \$436.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

[Adams county recorded 06/10/2019 under reception no. 2019000044105](#)

[Adams county recorded 09/05/2019 under reception no. 2019000073502](#)

[Adams county recorded 09/10/2019 under reception no. 2019000075343](#)

[Adams county recorded 03/31/2020 under reception no. 2020000029031](#)

[Adams county recorded 05/13/2021 under reception no. 2021000058939](#)

[Adams county recorded 05/13/2021 under reception no. 2021000058940](#)

[Adams county recorded 05/13/2021 under reception no. 2021000058941](#)

[Adams county recorded 01/28/2022 under reception no. 202200008812](#)

Plat Map(s):

[Adams county recorded 06/07/2022 under reception no. 2022000050487 at book F36 page 133](#)

[Adams county recorded 04/15/2022 under reception no. 2022000033903 at book F36 page 90](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND70782714

Property Address:

ELMWOOD NORTH FILING NO. 1, DENVER, CO 80221

1. Effective Date:

07/27/2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

A FEE SIMPLE

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

ELMWOOD NORTH, LLC, A COLORADO LIMITED LIABILITY COMPANY AND DELWEST DEVELOPEMENT CORP., A COLORADO CORPORATION, AS THEIR INTERESTS MAY APPEAR

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

ELMWOOD NORTH FILING NO. 1 PLAT BOUNDARY

A PARCEL OF LAND BEING LOT 1, BLOCK 4, SHERRELWOOD VILLAGE FILING NO. 1 - PLAT CORRECTION NO. 1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2022000050487, TOGETHER WITH THAT PARCEL OF LAND, AS DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2019000073502 AND THAT PARCEL OF LAND, AS DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2019000075343, ALL IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, BOTH IN TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, THENCE N 89°30'30" E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY THAT RESOLUTION RECORDED IN BOOK 3270 AT PAGE 279, SAID ADAMS COUNTY RECORDS AND THE

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND70782714

POINT OF BEGINNING;

THENCE N 00° 14'47" W, ALONG THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY, AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 293.01 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 3254 AT PAGE 139;

THENCE S 82° 41'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 8.12 FEET TO THE WEST CORNER OF PARCEL D, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 3251 AT PAGE 924;

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3. N 89° 58'07" W, A DISTANCE OF 204.00 FEET TO A POINT OF CURVATURE;
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 90° 00'00" AND AN ARC LENGTH OF 59.69 FEET;
5. N 00° 01'53" E, A DISTANCE OF 11.47 FEET;
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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND70782714

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND70782714

All of the following Requirements must be met:

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED DECEMBER 26, 2019 FROM DELWEST DEVELOPMENT CORP., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF MERCY LOAN FUND TO SECURE THE SUM OF \$1,250,000.00 RECORDED DECEMBER 30, 2019, UNDER RECEPTION NO. [2019000114918](#).
2. PARTIAL RELEASE OF DEED OF TRUST DATED MARCH 27, 2020, FROM SHIRLEY DUNOMES TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. UNITED WHOLESALE MORTGAGE TO SECURE THE SUM OF \$459,900.00 RECORDED MARCH 31, 2020, UNDER RECEPTION NO. [202000029032](#).
3. RELEASE OF DEED OF TRUST DATED MAY 10, 2021 FROM ELMWOOD NORTH, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF FIRST AMERICAN STATE BANK TO SECURE THE SUM OF \$1,080,000.00 RECORDED MAY 13, 2021, UNDER RECEPTION NO. [2021000058942](#).
4. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR ELMWOOD NORTH, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

5. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR ELMWOOD NORTH, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MAY 13, 2021 UNDER RECEPTION NO. [2021000058936](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JOSEPH A DELZOTTO AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

6. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF ELMWOOD NORTH FILING NO. 1 AND ANY OTHER INSTRUMENT INCLUDING AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS NECESSARY TO CREATE THE LEGAL DESCRIBED IN SCHEDULE A.

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND70782714

All of the following Requirements must be met:

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

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

Order Number: RND70782714

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RIGHTS OF THE PUBLIC IN AND TO ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE RIGHT OF WAY OF PECOS STREET.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EXCLUSIVE EASEMENT FOR PIPELINE RECORDED DECEMBER 29, 1986 UNDER RECEPTION NO. [B705776](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF EASEMENT DESCRIBED WARRANTY DEED RECORDED APRIL 10, 1963 IN BOOK 1058 AT PAGE [371](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF EASEMENTS DESCRIBED IN DEED RECORDED DECEMBER 29, 1986 IN BOOK 3251 AT PAGE [924](#).
13. TERMS, CONDITIONS AND PROVISIONS OF OPERATION AND MAINTENANCE MANUAL RECORDED APRIL 02, 2018 AT RECEPTION NO. [20180000026268](#).
14. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 2018-533 RECORDED AUGUST 16, 2018 UNDER RECEPTION NO. [2018000066629](#).

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: RND70782714

15. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 20108-534 RECORDED AUGUST 16, 2018 UNDER RECEPTION NO. [2018000066681](#).
16. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT DRAINAGE EASEMENT RECORDED SEPTEMBER 06, 2018 UNDER RECEPTION NO. [2018000072630](#) AND RECORDED APRIL 9, 2019 UNDER RECEPTION NO. [2019000025839](#).
17. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SHERRELWOOD VILLAGE RECORDED SEPTEMBER 18, 2018 UNDER RECEPTION NO. [2018000075940](#).

AFFIDAVIT OF PLAT CORRECTION RECORDED SEPTEMBER 4, 2019 UNDER RECEPTION NO. [2019000073330](#).
18. TERMS, CONDITIONS AND PROVISIONS OF SHERRELWOOD VILLAGE PLANNED UNIT DEVELOPMENT-FINAL DEVELOPMENT PLAN RECORDED SEPTEMBER 18, 2018 UNDER RECEPTION NO. [2018000075941](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COUNSTRUCTION AND DRAINAGE EASEMENT AGREEMENT RECORDED AUGUST 07, 2019 UNDER RECEPTION NO. [2019000063643](#).
20. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED NOVEMBER 08, 2019, UNDER RECEPTION NO. [2019000096873](#) AND FIRST SUPPLEMENTAL DECLARATION RECORDED MARCH 23, 2020 UNDER RECEPTION NO. [2020000024705](#) AND LIMITED AMENDMENT TO DECLARATION RECORDED MAY 7, 2020 UNDER RECEPTION NO. [2020000041819](#) AND SUPPLEMENT AND CORRECTION DECLARATION RECORDED JULY 20, 2022 UNDER RECEPTION NO. [2022000062521](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION APPROVING APPLICATION IN CASE #PRC2020-00010; SHERRELWOOD VILLAGE PUD AMENDMENT RECORDED MARCH 11, 2021 UNDER RECEPTION NO. [2021000029929](#).
22. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF SHERRELWOOD VILLAGE FILING NO. 1 - PLAT CORRECTION NO. 1 RECORDED APRIL 15, 2022 UNDER RECEPTION NO. [2022000033903](#) AND RECORDED JUNE 7, 2022 UNDER RECEPTION NO. [2022000050487](#).
23. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ELMWOOD NORTH FILING NO. 1 RECORDED _____ UNDER RECEPTION NO. _____.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

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



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

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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



Craig B. Rants, Senior Vice President



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

By  *C. Monroe* President

Attest  *David Wold* Secretary

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

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LEGAL DESCRIPTION:
ELMWOOD NORTH FILING NO. 1 PLAT BOUNDARY

A PARCEL OF LAND BEING LOT 1, BLOCK 4, SHERRLEWOOD VILLAGE FILING NO. 1 - PLAT CORRECTION NO. 1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2022000050487, TOGETHER WITH THAT PARCEL OF LAND, AS DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2019000073502 AND THAT PARCEL OF LAND, AS DESCRIBED IN THAT WARRANTY DEED RECORDED AT RECEPTION NO. 2019000073543, ALL IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28 AND THE NORTHEAST QUARTER OF SECTION 33, BOTH IN TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, THENCE N 89°30'30" E, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY THAT RESOLUTION RECORDED IN BOOK 3270 AT PAGE 279, SAID ADAMS COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE N 00°14'47" W, ALONG THE EAST LINE OF SAID PECOS STREET RIGHT-OF-WAY, AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 293.01 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 3254 AT PAGE 139;

THENCE S 82°41'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 3.12 FEET TO THE WEST CORNER OF PARCEL D, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED IN BOOK 3251 AT PAGE 924;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL D, THE FOLLOWING TWO (2) COURSES:

1. S 76°46'56" E, A DISTANCE OF 178.56 FEET;
2. S 21°38'59" E, ALONG THE EAST LINES OF SAID PARCEL DESCRIBED IN BOOK 3254 AT PAGE 139 AND SAID SHERRLEWOOD VILLAGE FILING NO. 1 - PLAT CORRECTION NO. 1, A DISTANCE OF 459.50 FEET TO THE EAST CORNER OF LOT 1, BLOCK 4, SAID SHERRLEWOOD VILLAGE FILING NO. 1 - PLAT CORRECTION NO. 1;
3. THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID LOT 1, BLOCK 4, THE FOLLOWING
4. ELEVEN (11) COURSES:
5. S 12°19'21" W, A DISTANCE OF 57.53 FEET TO A POINT ON THE NORTH LINE OF WEST 79TH WAY RIGHT-OF-WAY, AS DEDICATED BY SHERRLEWOOD VILLAGE PLAT, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2018000075940 AND A POINT OF NON-TANGENT CURVATURE;
6. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 09°04'20" AND AN ARC LENGTH OF 6.02 FEET, THE CHORD OF WHICH BEARS N85°25'57" W, A DISTANCE OF 6.02 FEET;
7. N 89°58'07" W, A DISTANCE OF 204.00 FEET TO A POINT OF CURVATURE;
8. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 59.89 FEET;
9. N 00°01'53" E, A DISTANCE OF 11.47 FEET;
10. N 89°58'07" W, A DISTANCE OF 90.00 FEET TO A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRLEWOOD VILLAGE PLAT;
11. N 00°01'53" E, ALONG SAID EAST LINE, A DISTANCE OF 30.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 2019000073502;
12. S 89°30'30" W, ALONG A LINE BEING PARALLEL WITH THE NORTH LINE OF THE NORTHEAST
13. QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BEING 30.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
14. N 00°01'53" E, ALONG A LINE BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 208.00 FEET TO A POINT BEING 20.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
15. N 89°30'30" E, ALONG A LINE BEING 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO A POINT BEING 50.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, ALSO BEING A POINT ON THE EAST LINE OF THE PECOS STREET RIGHT-OF-WAY, AS DEDICATED BY SAID SHERRLEWOOD VILLAGE PLAT;
16. THENCE N 00°01'53" E, ALONG SAID EAST LINE AND ALONG A LINE BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION DESCRIBES ALL OF THAT LAND CONTAINED IN QUIT CLAIM DEED RECORDED ON MAY 13, 2021 AT RECEPTION NUMBER 2021000058939 AND IN QUIT CLAIM DEED RECORDED JANUARY 28, 2022 AT RECEPTION NUMBER 2022000008812 AND ALL OF LOT 1, BLOCK 4, SHERRLEWOOD VILLAGE FILING NO. 1 - PLAT CORRECTION NO. 1, A PLAT RECORDED JUNE 7, 2022 AT RECEPTION NUMBER 2022000050487, ALL IN ADAMS COUNTY, COLORADO.

ASSURANCE NOTE: THE ABOVE LEGAL DESCRIPTION DESCRIBES ALL THAT LAND INSURED IN SCHEDULE A(5) OF TITLE COMMITMENT NUMBER RND70782714 PREPARED BY LAND TITLE GUARANTEE COMPANY AS AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JULY 27, 2022.

ZONING INFORMATION:
THIS SITE IS CURRENTLY ZONED: PUD-ELMWOOD NORTH (PLANNED UNIT DEVELOPMENT)

FLOOD PLAIN:
BY GRAPHIC PLOTTING ONLY THE SUBJECT PROPERTY IS SITUATED IN FLOOD ZONE "X"

ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08001C0584H WITH AN EFFECTIVE DATE OF MARCH 5, 2007. NO OFFICE CALCULATIONS OR FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS INFORMATION.

BASIS OF BEARINGS:
BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN HAVING AN ASSUMED BEARING OF N89°30'59" E AND BOUNDED BY A FOUND REBAR WITH ILLEGIBLE 3.25" ALUMINUM CAP 1.25" BELOW GRADE IN RANGE BOX WITH NO LID BEING THE NORTH 1/4 CORNER OF SAID SECTION 33 AND A FOUND REBAR WITH 3.25" ALUMINUM CAP STAMPED "ERNEST KNIGHT LS 7276 1998 ADAMS COUNTY" 0.3' IN RANGE BOX WITH NO LID AT THE NORTHEAST CORNER OF SAID SECTION 33.

BENCHMARK:
BENCHMARK: THE STATION IS A 3.25-INCH COLORADO DEPARTMENT OF TRANSPORTATION DISK STAMPED "COLORADO DEPT OF TRANSPORTATION PLS 29039 POINT 547 ROW" MONUMENT-SET INTO THE GROUND IN A COBBLE-FILLED LANDSCAPED AREA, 99 FT NORTH FROM THE SIGNAL MAST IN THE RIGHT-TURN ISLAND OF THE WEST-BOUND OFF-RAMP FROM US 36, 86 FT EAST FROM THE CENTERLINE OF PECOS STREET, 7 FT EAST FROM THE EAST EDGE OF THE CONCRETE WALK, 0.5 FT WEST FROM A GREEN CARSONITE WITNESS POST ELEVATION: 5286.39 FEET (NAVD 1988 DATUM).

PURPOSE STATEMENT:
THIS PLAT AMENDMENT IS TO REPLAT THE EXISTING LOTS INTO A SINGLE LOT FOR A MULTI-FAMILY DEVELOPMENT.

CONCEPTUAL SITE PLAN
LOT 1, BLOCK 4, SHERRLEWOOD VILLAGE FILING NO. 1 - PLAT CORRECTION NO. 1
LOCATED IN THE NE 1/4 OF SECTION 33 & THE SE 1/4 OF SECTION 28,
TOWNSHIP 2S, RANGE 68 W, OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SITE CONTAINS 3.29 ACRES
8000 NORTH PECOS STREET



VICINITY MAP
(SCALE 1"=1,000')

LIST OF DRAWINGS

1 OF 12	TITLE SHEET
2 OF 12	EXISTING CONDITIONS NORTH
3 OF 12	EXISTING CONDITIONS SOUTH
4 OF 12	CONCEPTUAL SITE PLAN NORTH
5 OF 12	CONCEPTUAL SITE PLAN SOUTH
6 OF 12	PRELIMINARY GRADING PLAN NORTH
7 OF 12	PRELIMINARY GRADING PLAN SOUTH
8 OF 12	DETENTION POND MODIFICATION
9 OF 12	PRELIMINARY UTILITY PLAN NORTH
10 OF 12	PRELIMINARY UTILITY PLAN SOUTH
11 OF 12	LANDSCAPE PLAN
12 OF 12	LANDSCAPE DETAILS

LEGEND

EXISTING	PROPOSED
5548 EXISTING INTERIM CONTOUR	CIP CURB INLET PROTECTION
5550 EXISTING INDEX CONTOUR	VTC VEHICLE TRACKING CONTROL PAD
---E--- ELECTRICAL LINE	SF SILT FENCE
---FO--- FIBER OPTIC	TW TOP OF WALL
---G--- GAS LINE	BW BOTTOM OF WALL
---SS--- SANITARY SEWER LINE	STRIPE SITE TRIANGLE
---SIS--- STORM SEWER LINE	PARKING LOT LIGHT
---T--- TELEPHONE LINE	HANDICAP PARKING STALL
---W--- WATER LINE	SPOT GRADE
---OO--- CONTOUR LINE	SPILL CURB
---OOH--- OVERHEAD UTILITY LINE	CATCH CURB
---F--- FENCE LINE	WALL
---GR--- GUARD RAIL	CLEANOUT
SPOT ELEVATION	INDEX CONTOUR
DECIDUOUS TREE	INTERIM CONTOUR
DIAMETER OF TRUNK	ADA ACCESSIBLE ROUTE
EVERGREEN TREE	ELECTRICAL
DIAMETER OF TRUNK	NATURAL GAS
SET 5/8"x24" PIN & YELLOW PLASTIC CAP P.S. NO. 33002 UNLESS NOTED OTHERWISE	SANITARY SEWER
ACCESS PLATE	STORM SEWER
BOLLARD	UNDERGROUND TELE
CLEANOUT	WATER LINE
GAS METER	
LIGHT POLE	
MANHOLE	
NUMBER OF PARKING STALLS	
POWER POLE	
SIGN	
CONCRETE	
LANDSCAPING	
(TYP.) TYPICAL	
(XXXX) AS RECORDED	
BK. PG. BOOK PAGE	
REC. NO. RECEPTION NUMBER	

PROJECT CONTACTS

OWNER/DEVELOPER
ELMWOOD NORTH LLC
CONTACT: MR. JOE DELZOTTO
155 S. MADISON STREET, STE 326
DENVER, CO 80209
303-888-8048

ARCHITECT
LAWRENCE ARCHITECTURE, INC.
CONTACT: MR. RICK LAWRENCE
6778 GREEN RIVER DR. UNIT D
HIGHLANDS RANCH, CO 80130
303-794-8798

SITE ENGINEER
STRATEGIC LAND SOLUTIONS, INC.
CONTACT: MR. ROBERT PALMER, P.E.
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FRANKTOWN, CO 80116
(720) 384-7661

SURVEY
ENGINEERING SERVICE COMPANY
CONTACT: MR. CHIP BECKSTROM
14150 EAST EVANS AVENUE
DENVER, CO 80014
(303) 1393 | PHONE

REVIEW AGENCY
ADAMS COUNTY, CO
PLANNING DEPT.
CONTACT: Mr. Greg Barnes
4430 S. ADAMS COUNTY PKWY.
1ST FLOOR, SUITE W2000B
BRIGHTON, CO 80601-8218
720-523-6880

CLIENT/DEVELOPER



DELWEST
155 SOUTH MADISON ST., SUITE 326
DENVER, CO 80209

CIVIL ENGINEER

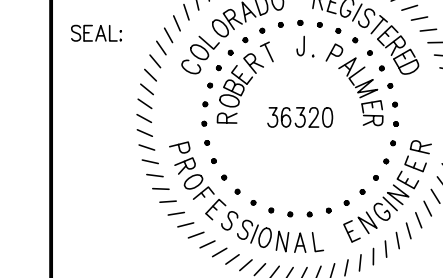


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palmer@strategicls.net
Robert J. Palmer, PE
President

ARCHITECT

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SCALE: PREPARED UNDER THE DIRECT SUPERVISION OF:



By Robert J. Palmer, PE
Licensed Professional Engineer (CO PE #36320),
AS PRESIDENT FOR STRATEGIC LAND SOLUTIONS, INC.

NO. DATE REVISION DESCRIPTION

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SITE ADDRESS:

ELMWOOD NORTH TOWNHOMES
8000 N. PECOS STREET
ADAMS COUNTY, CO

SCALE: AS NOTED

DATE: 06/18/2024

DESIGNED BY: RJP

DRAWN BY: SEL

CHECKED BY: FPP

FILE NAME:

CURRENTCIVIL.DWG

SLS IN: 24-0024-01

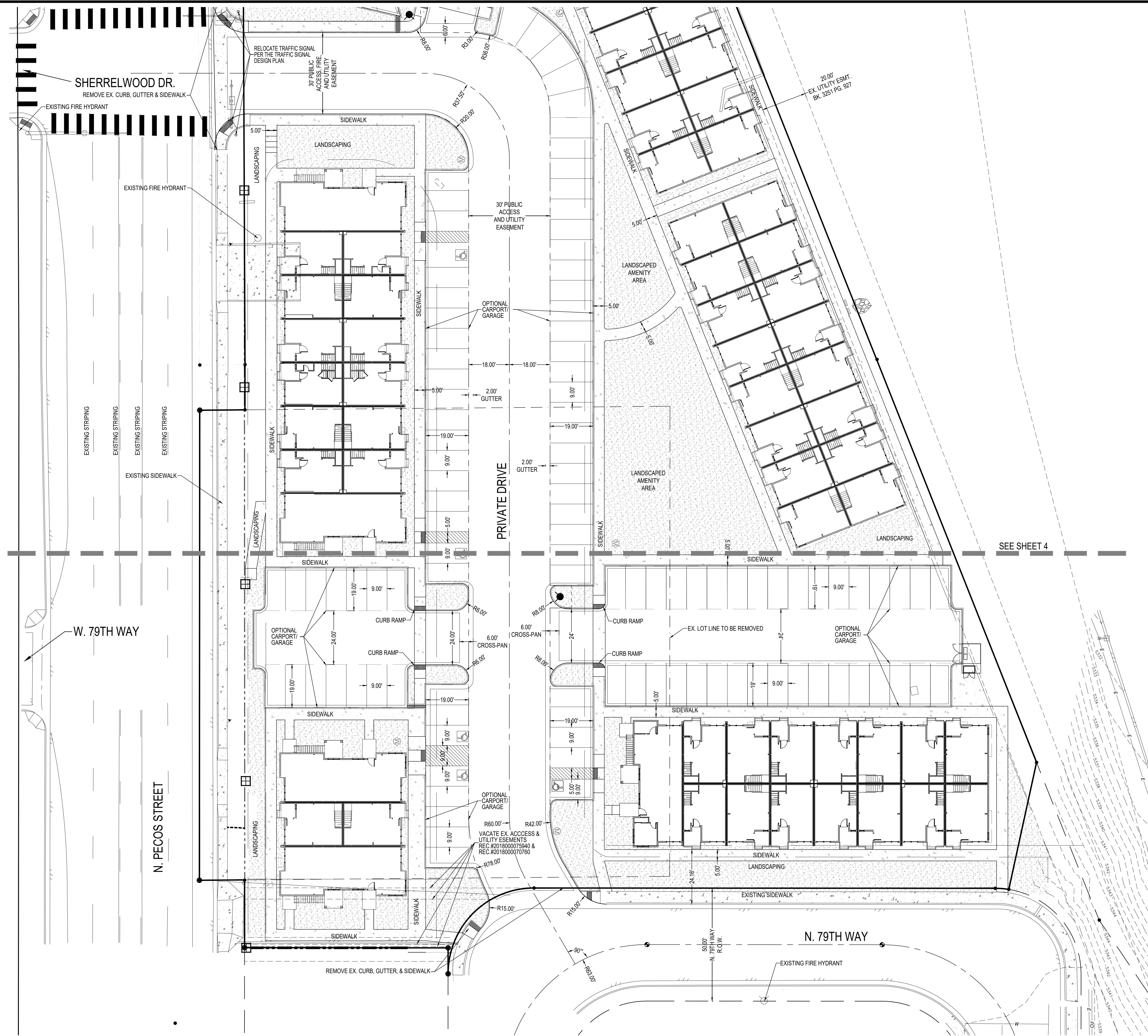
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TITLE SHEET

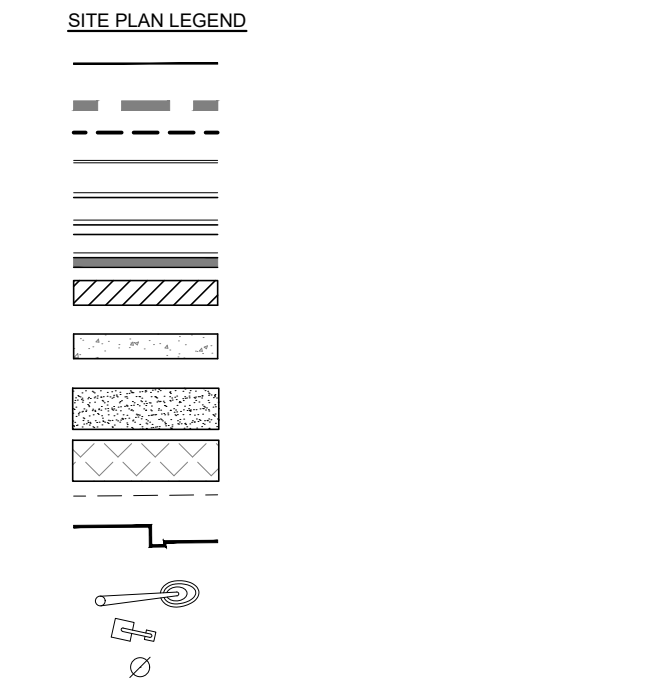
SHEET NO.

1 OF 12





- SITE PLAN NOTES**
1. ALL DIMENSIONS AND FINISH ARE TO THE FACE (FOR 4" REVEAL CURB) OR FINISH (FOR CURB & GUTTER) UNLESS OTHERWISE NOTED.
 2. PARKING SPACE STRIPING TO BE WHITE, 4" WIDE, UNLESS OTHERWISE NOTED.
 3. LOT LINE AND EXISTING TOPOGRAPHIC INFORMATION TAKEN FROM THE SURVEY PREPARED BY SLS, INC.
 4. CONCRETE PAVEMENT, SIDEWALK, CURB & GUTTER TO BE REMOVED (IF APPLICABLE) SHALL BE SUBJECT. CONTRACTOR SHALL VERIFY TO MEET ONLY IF SHOWN TO WITHIN 3" TOLERANCE OF A DATE.
 5. THE PARKING AREAS AND ACCESS DRIVES SHALL CONSIST OF A FLEXIBLE COMPOSITE PAVEMENT SECTION OF 50% PORTLAND CEMENT CONCRETE OVER 4" MINIMUM THICKNESS OF AGGREGATE BASE COURSE (REFERENCE: SOILS REPORT). AT A MINIMUM, THE PAVEMENT SHALL BE DESIGNED TO SUPPORT THE WEIGHT IMPOSED BY THE APPROPRIATE (SEE TRK 3.3.3.3.3).
 6. THE DRIVE SHALL INCLUDE A TRASH CHUTE AREA AND TRASH CHUTE AREA SHALL CONSIST OF A PORTLAND CEMENT CONCRETE PAVEMENT WITH A MINIMUM THICKNESS OF 5000 PSI (UNLESS OTHERWISE NOTED) WITH A 28-DAY COMPRESSIVE STRENGTH OF 4,500 PSI.
 7. ALL WALKWAY FINISH TO INCLUDE DETECTABLE WARNING PANELS.
 8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF GREEK HOOK STANDARD CONSTRUCTION SPECIFICATIONS.
 9. ALL ACCESS AND ACCESSIBLE PARKING IS DESIGNED TO MEET ADA ACCESSIBILITY REQUIREMENTS.
 10. ALL CURBS ARE 4" HIGH UNLESS OTHERWISE NOTED.



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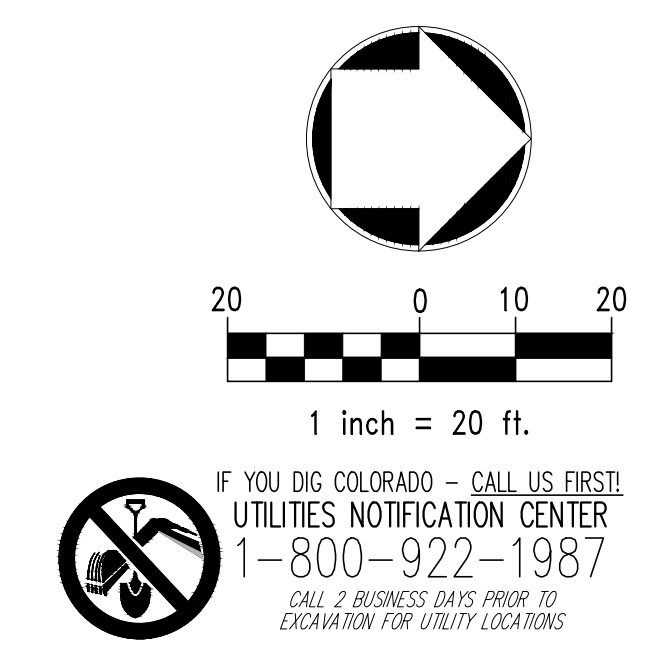
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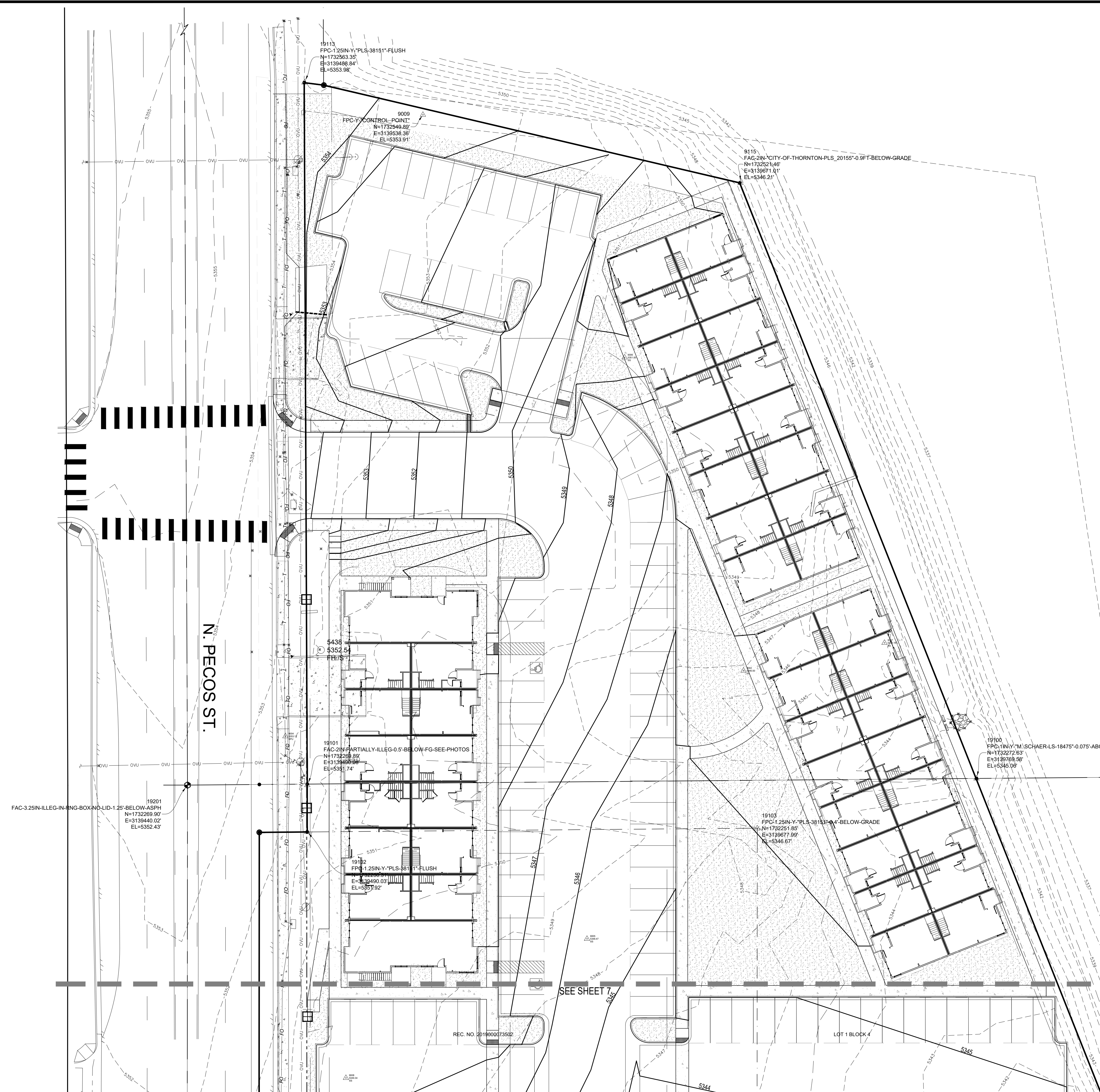
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DRAWING TITLE:
CONCEPTUAL SITE PLAN

SHEET NO.:
5 OF 12





GRADING and DRAINAGE NOTES

- REFER TO LAYOUT & CONTROL PLAN FOR DIMENSIONS AND IDENTIFICATION OF PROPOSED IMPROVEMENTS.
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- THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. USE WHATEVER MEANS NECESSARY INCLUDING BUT NOT LIMITED TO STAKED STRAW BALES AND/OR SILT FENCES. CONTROL SHALL COMMENCE WITH GRADING AND BE MAINTAINED THROUGHOUT THE PROJECT UNTIL ACCEPTANCE BY THE OWNER AND/OR THE TOWN OF CASTLE ROCK. THE CONTRACTOR'S RESPONSIBILITIES INCLUDE ALL DESIGN AND IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER AND/OR TOWN OF CASTLE ROCK MAY AT THEIR OWN OPTION DIRECT THE CONTRACTOR IN THESE METHODS. ANY DEPOSITING OF SILT OR MUD ON NEW OR EXISTING PAVEMENT, STORM SEWERS OR SWALES SHALL BE REMOVED AFTER EACH RAIN AND AFFECTED AREAS CLEANED TO THE SATISFACTION OF THE OWNER AND/OR THE TOWN OF CASTLE ROCK AT THE EXPENSE OF THE CONTRACTOR.
- ALL CURB AND GUTTER ELEVATIONS ARE FLOWLINE UNLESS NOTED OTHERWISE. FINISHED WALK AND CURB ELEVATIONS SHALL BE 6" ABOVE FINISH PAVEMENT UNLESS NOTED OTHERWISE NOTED. PROPOSED ELEVATIONS ARE SHOWN TO FINISHED PAVEMENT OR GRADE. LANDSCAPE AREAS SHALL BE ROUGH GRADED TO 6" BELOW TOP OF WALKS AND CURBS. FINISH GRADING IS BY THE GENERAL CONTRACTOR.
- ALL FILL AREAS SHALL BE SCARIFIED EIGHT-INCHES AND RECOMPACTED TO 95% OF STANDARD PROCTOR DENSITY WITH A MOISTURE CONTENT ±2% FROM OPTIMUM, UNLESS OTHERWISE DIRECTED BY THE GEOTECHNICAL ENGINEER. THE LOOSE THICKNESS OF EACH LAYER OF FILL MATERIAL SHALL NOT EXCEED EIGHT-INCHES. AREAS TO BE PAVED SHALL BE SCARIFIED AND RECOMPACTED TO 95% OF STANDARD PROCTOR DENSITY WITH A MOISTURE CONTENT ±2% FROM OPTIMUM UNLESS DIRECTED OTHERWISE BY THE GEOTECHNICAL ENGINEER. CONTRACTOR SHALL EMPLOY THE ORIGINAL SOILS ENGINEER TO TEST ALL EARTHWORK TO INSURE COMPLIANCE WITH SOILS REPORT.
- ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE TOWN OF CASTLE ROCK ENGINEERING DIVISION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS STANDARDS AND SPECIFICATIONS.
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25.60GP	PROPOSED SPOT GRADE - GRADE BREAK
25.60P	PROPOSED SPOT GRADE - TOP OF PAVEMENT
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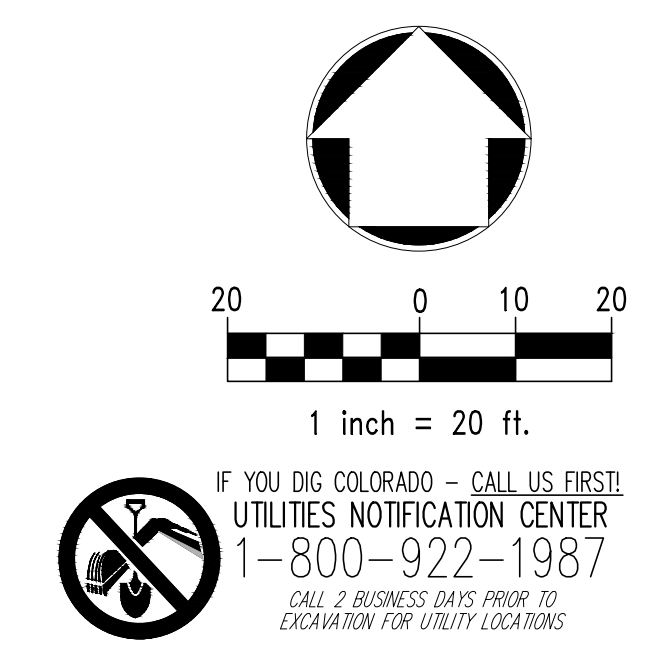
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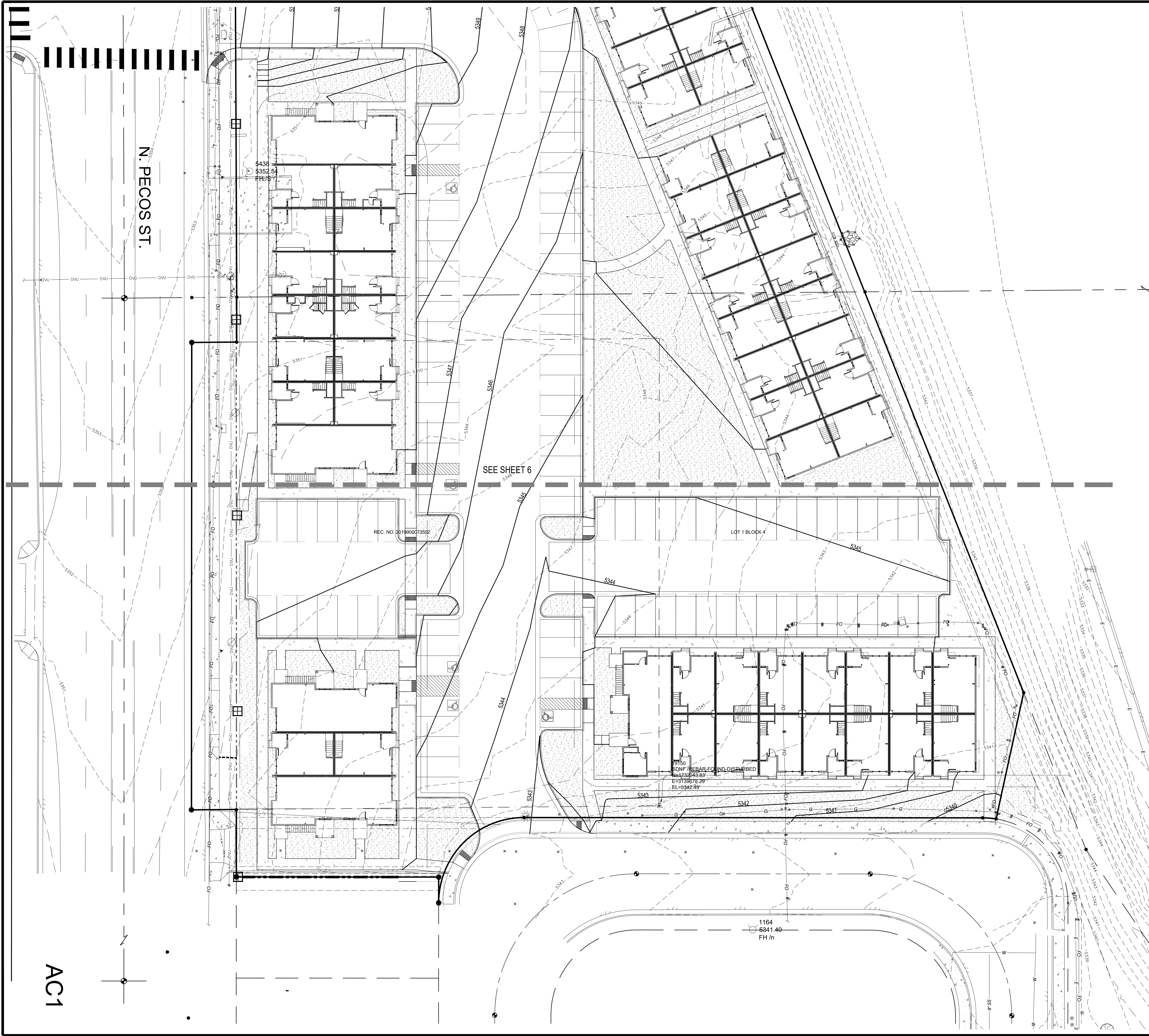
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DRAWING TITLE
CONCEPTUAL GRADING PLAN
 SHEET NO.
6 OF 12

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SCALE: PREPARED UNDER THE DIRECT SUPERVISION OF:
SEAL: COLORADO REGISTERED PROFESSIONAL ENGINEER

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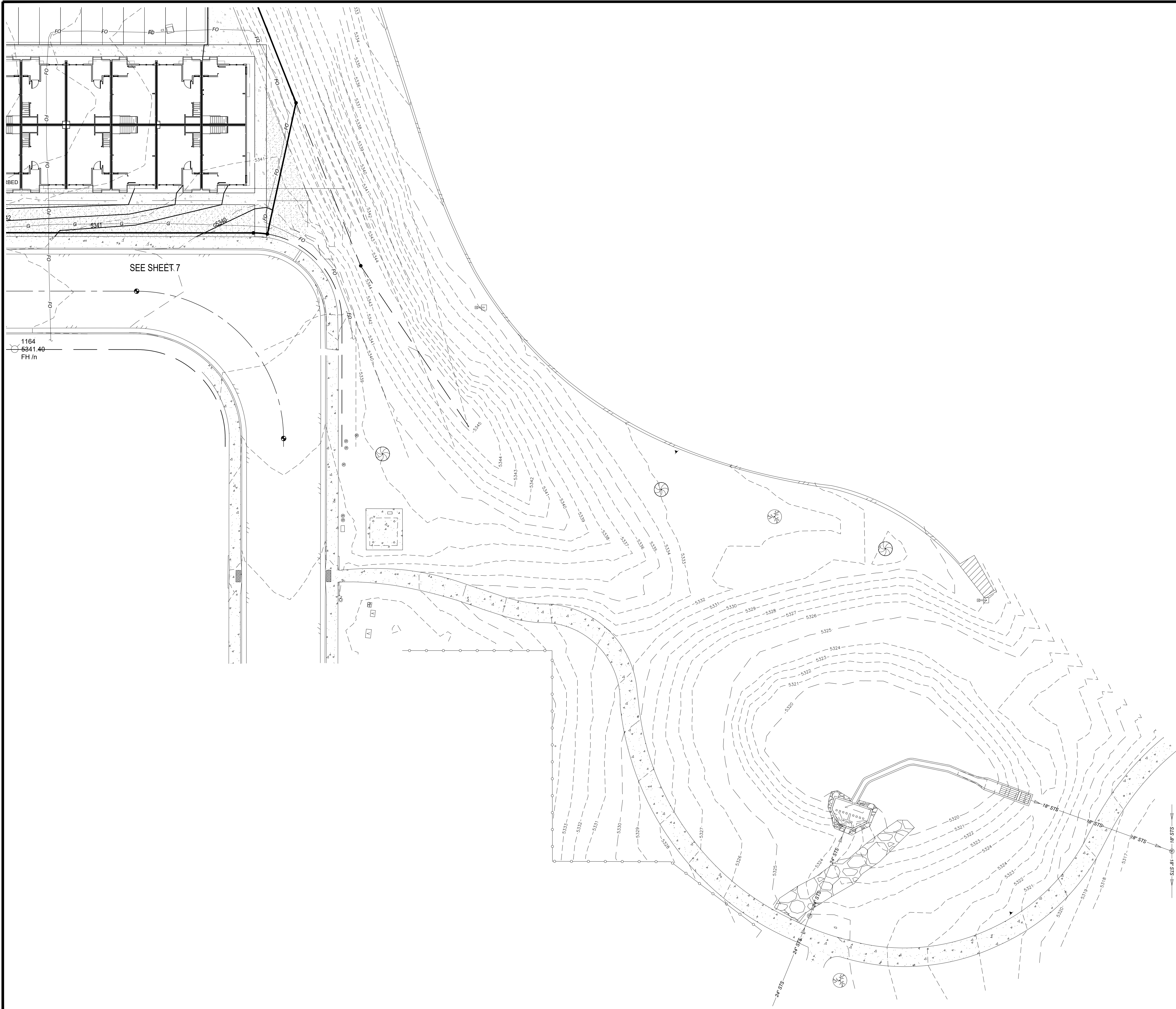
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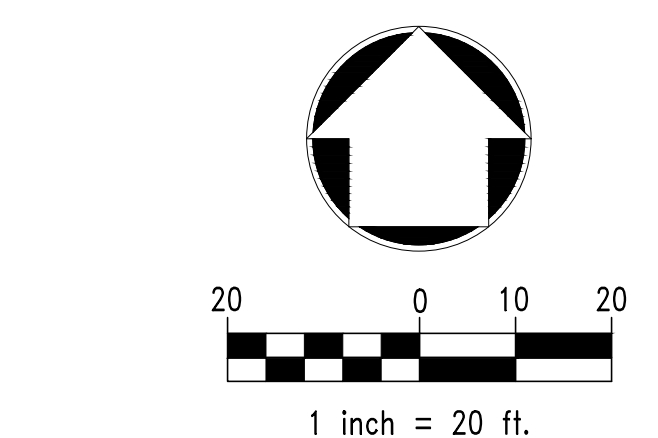
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- REFER TO LAYOUT & CONTROL PLAN FOR DIMENSIONS AND IDENTIFICATION OF PROPOSED IMPROVEMENTS.
- LOT LINE AND EXISTING TOPOGRAPHIC INFORMATION TAKEN FROM A SURVEY PREPARED BY ENGINEERING SERVICES COMPANY, INC.
- THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. USE WHATEVER MEANS NECESSARY INCLUDING BUT NOT LIMITED TO STAKED STRAW BALES AND/OR SILT FENCES. CONTROL SHALL COMMENCE WITH GRADING AND BE MAINTAINED THROUGHOUT THE PROJECT UNTIL ACCEPTANCE BY THE OWNER AND/OR THE TOWN OF CASTLE ROCK. THE CONTRACTOR'S RESPONSIBILITIES INCLUDE ALL DESIGN AND IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER AND/OR TOWN OF CASTLE ROCK MAY AT THEIR OWN OPTION DIRECT THE CONTRACTOR IN THESE METHODS. ANY DEPOSITING OF SILT OR MUD ON NEW OR EXISTING PAVEMENT, STORM SEWERS OR SWALES SHALL BE REMOVED AFTER EACH RAIN AND AFFECTED AREAS CLEANED TO THE SATISFACTION OF THE OWNER AND/OR THE TOWN OF CASTLE ROCK AT THE EXPENSE OF THE CONTRACTOR.
- ALL CURB AND GUTTER ELEVATIONS ARE FLOWLINE UNLESS NOTED OTHERWISE. FINISHED WALK AND CURB ELEVATIONS SHALL BE 6" ABOVE FINISH PAVEMENT UNLESS NOTED OTHERWISE. NOTED PROPOSED ELEVATIONS ARE SHOWN TO FINISHED PAVEMENT OR GRADE. LANDSCAPE AREAS SHALL BE ROUGH GRADED TO 6" BELOW TOP OF WALKS AND CURBS. FINISH GRADING IS BY THE GENERAL CONTRACTOR.
- ALL FILL AREAS SHALL BE SCARIFIED EIGHT-INCHES AND RECOMPACTED TO 95% OF STANDARD PROCTOR DENSITY WITH A MOISTURE CONTENT ±2% FROM OPTIMUM, UNLESS OTHERWISE DIRECTED BY THE GEOTECHNICAL ENGINEER. THE LOOSE THICKNESS OF EACH LAYER OF FILL MATERIAL SHALL NOT EXCEED EIGHT-INCHES. AREAS TO BE PAVED SHALL BE SCARIFIED AND RECOMPACTED TO 95% OF STANDARD PROCTOR DENSITY WITH A MOISTURE CONTENT ±2% FROM OPTIMUM UNLESS DIRECTED OTHERWISE BY THE GEOTECHNICAL ENGINEER. CONTRACTOR SHALL EMPLOY THE ORIGINAL SOILS ENGINEER TO TEST ALL EARTHWORK TO INSURE COMPLIANCE WITH SOILS REPORT.
- ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE TOWN OF CASTLE ROCK ENGINEERING DIVISION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS STANDARDS AND SPECIFICATIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER / OWNER'S REPRESENTATIVE OF ANY PROBLEMS IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENT OF THE PROPOSED IMPROVEMENTS PRIOR TO ITS CONSTRUCTION.
- CURB (HANDICAP ACCESSIBLE) RAMPS ARE TO BE PROVIDED AT INTERSECTIONS AND DRIVE ACCESSES, AS SHOWN.
- ALL HANDICAP RAMPS AND DETECTABLE WARNINGS SHALL CONFORM TO THE TOWN OF CASTLE ROCK STANDARD DETAILS. 5 FOOT BY 5 FOOT LANDINGS WITH A MAXIMUM GRADE OF 2 PERCENT SHALL BE LOCATED AT THE TOP OF ALL HANDICAP RAMPS.
- ALL CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH CURRENT TOWN OF CASTLE ROCK STANDARD CONSTRUCTION SPECIFICATIONS.

GRADING & DRAINAGE LEGEND

25.60FL	PROPOSED SPOT GRADE - FLOW LINE
25.60P	PROPOSED SPOT GRADE - PAVEMENT
25.60TC	PROPOSED SPOT GRADE - TOP OF CURB
25.60G	PROPOSED SPOT GRADE - GROUND
25.60ME	PROPOSED SPOT GRADE - MATCH EXISTING
25.60W	PROPOSED SPOT GRADE - TOP OF WALK
25.60HP	PROPOSED SPOT GRADE - HIGH POINT
25.60GP	PROPOSED SPOT GRADE - GRADE BREAK
25.60P	PROPOSED SPOT GRADE - TOP OF PAVEMENT
25.60EC	PROPOSED SPOT GRADE - EDGE OF CONCRETE
	6" CURB WITH 1" CATCH GUTTER
	6" CURB WITH 1" SPILL GUTTER
	6" MONOLITHIC CURB WITH 1" SPILL GUTTER
	EXISTING FLOW
	EXISTING STORM DRAIN WITH PIPE SIZE & TYPE NOTED
	EXISTING STORM INLET
	EXISTING STORM MANHOLE
	PROPOSED ELECTRICAL LINE
	PROPOSED STORM DRAIN
	PROPOSED SANITARY SEWER WATER LINE
	EXISTING INTERM CONTOUR
	EXISTING INDEX CONTOUR
	PROPOSED INTERM CONTOUR
	PROPERTY LINE
	100-YEAR FLOOD BOUNDARY

SEE SHEET 8



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 1-800-922-1987
 CALL 2 BUSINESS DAYS PRIOR TO
 EXCAVATION FOR UTILITY LOCATIONS

CLIENT/DEVELOPER
DELWEST
 DELWEST
 155 SOUTH MADISON ST., SUITE 326
 DENVER, CO 80209

CIVIL ENGINEER

Strategic Land Solutions, Inc.
 Civil Engineering • Land Planning • Erosion Control
 2595 PONDEROSA ROAD
 FRANKTOWN, CO 80116
 703.884.7861 Phone
 palmer@strategics.net
 Robert J. Palmer, PE
 President

ARCHITECT
 LAWRENCE ARCHITECTURE, INC.
 RICK LAWRENCE, AIA
 RICK@LAWARCH.COM

SEAL: PREPARED UNDER THE DIRECT SUPERVISION OF:
 SEAL:
 By Robert J. Palmer, PE
 Licensed Professional Engineer (CO PE #36320),
 AS PRESIDENT FOR STRATEGIC LAND SOLUTIONS, INC.

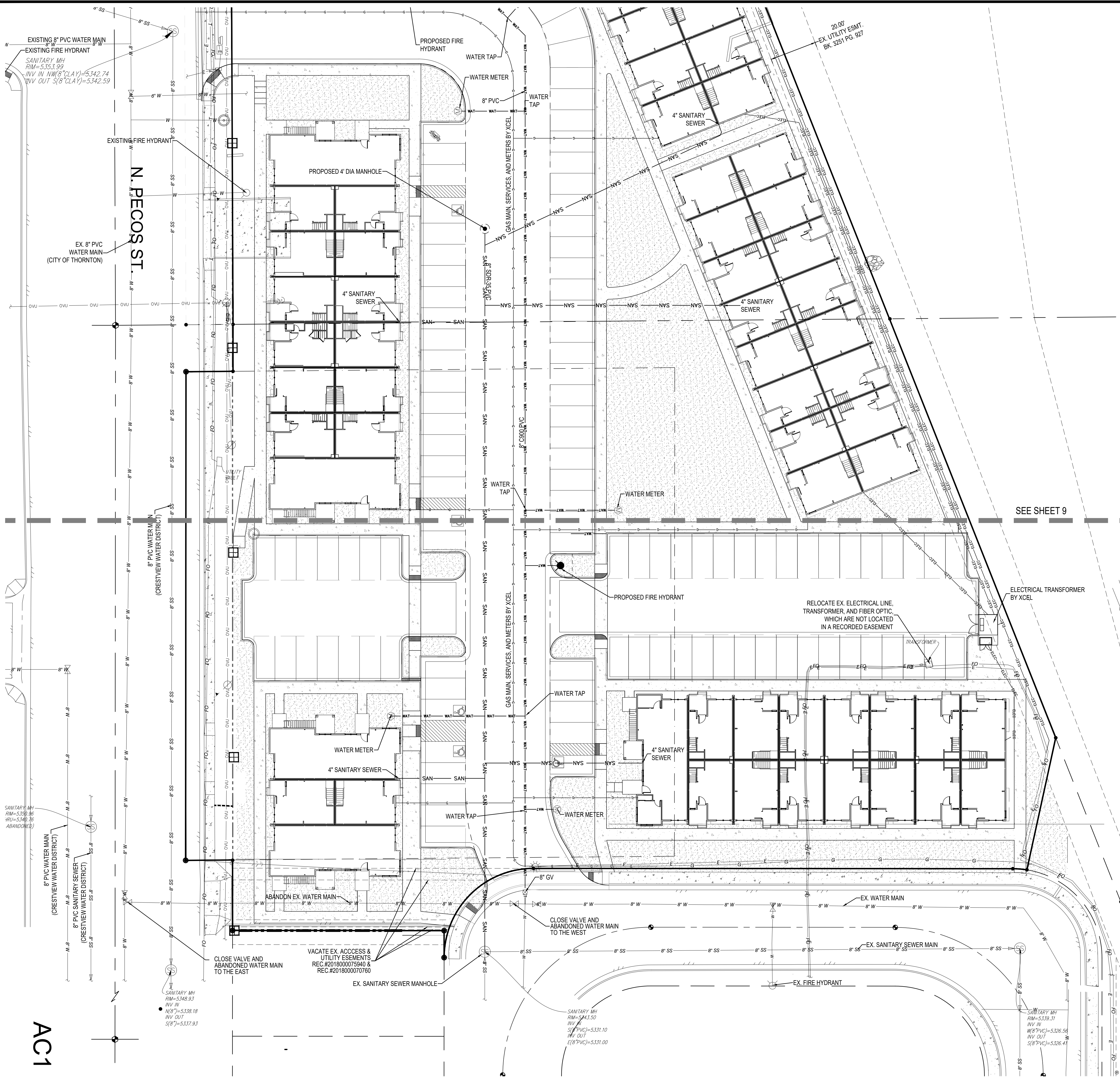
NO.	DATE	REVISION DESCRIPTION

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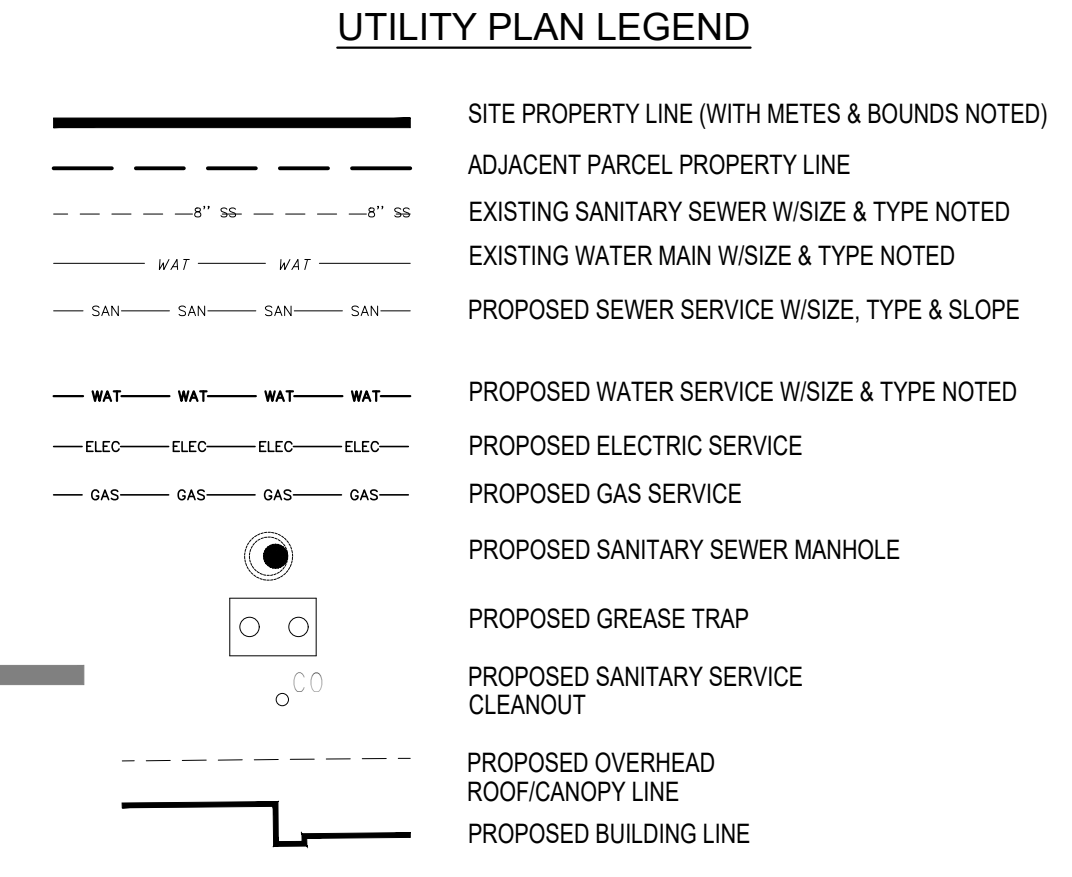
SITE ADDRESS:
 ELMWOOD NORTH TOWNHOMES
 8000 N. PECOS STREET
 ADAMS COUNTY, CO

SCALE:	AS NOTED
DATE:	06/18/2024
DESIGNED BY:	RJP
DRAWN BY:	SEL
CHECKED BY:	FPP
FILE NAME:	CURRENTCIVIL.DWG
SLS IN:	24-0024-01

DETENTION POND MODIFICATION
 SHEET NO:
8 OF 12



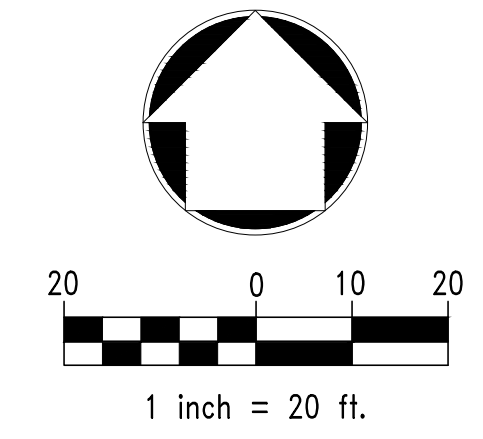
- UTILITY NOTES:**
- PROPOSED UTILITIES ARE SHOWN IN SCHEMATIC ONLY. EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE FROM INFORMATION PROVIDED BY UTILITY COMPANIES AND MUST BE CONSIDERED APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION PRIOR TO COMMENCING WORK. PROTECT UTILITIES FROM DAMAGE DURING CONSTRUCTION.
 - OWNER WILL OBTAIN ALL PERMITS FOR UTILITY HOOKUPS. CONTRACTOR WILL COORDINATE ACTUAL HOOKUPS WITH UTILITY COMPANIES IMPACTED.
 - REFER TO LAYOUT & CONTROL PLAN FOR DIMENSIONS AND IDENTIFICATION OF PROPOSED IMPROVEMENTS.
 - EXISTING UTILITY INFORMATION TAKEN FROM THE SURVEY PREPARED BY ENGINEERING SERVICE COMPANY.
 - ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE TOWN OF CASTLE ROCK ENGINEERING DIVISION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS STANDARDS AND SPECIFICATIONS.
 - THE CONTRACTOR SHALL NOTIFY THE TOWN OF CASTLE ROCK ENGINEERING DIVISION INSPECTION SECTION, A MINIMUM OF 48 HOURS AND A MAXIMUM OF 116 HOURS PRIOR TO STARTING CONSTRUCTION.
 - THE CONSTRUCTION PLANS SHALL BE CONSIDERED VALID FOR ONE (1) YEAR FROM THE DATE OF CITY ACCEPTANCE, AFTER WHICH TIME THESE PLANS SHALL BE VOID AND WILL BE SUBJECT TO RE-REVIEW AND RE-ACCEPTANCE BY THE TOWN OF CASTLE ROCK.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER / OWNER'S REPRESENTATIVE OF ANY PROBLEMS IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENT OF THE PROPOSED IMPROVEMENTS PRIOR TO ITS CONSTRUCTION.
 - UTILITY TRENCHES ARE TO BE SLOPED OR BRACED AND SHEETED AS NECESSARY FOR THE SAFETY OF THE WORKMEN AND THE PROTECTION OF OTHER UTILITIES IN COMPLIANCE WITH APPLICABLE STATE AND FEDERAL REQUIREMENTS. PIPE ZONE (BEDDING) COMPACTION SHALL BE 97% STANDARD PROCTOR DENSITY OR EQUIVALENT RELATIVE DENSITY. TRENCH ZONE COMPACTION SHALL BE 97% STANDARD OR MODIFIED PROCTOR DENSITY OR EQUIVALENT RELATIVE DENSITY INSIDE STREET RIGHTS-OF-WAY, AND 97% STANDARD OR MODIFIED PROCTOR DENSITY OR EQUIVALENT RELATIVE DENSITY OUTSIDE STREET RIGHTS-OF-WAY UNLESS SPECIFIED OTHERWISE.
 - PRIVATE STORM SEWERS WILL BE SDR-35 PVC, OR OTHER MATERIAL APPROVED BY THE TOWN OF CASTLE ROCK ENGINEERING DEPARTMENT.
 - ALL PIPE SHALL BE INSTALLED WITH CLASS B BEDDING.
 - POLYVINYL CHLORIDE (PVC) PIPE SHALL CONFORM TO ASTM D-3034 TYPE PSM WITH A MINIMUM SDR OF 35. JOINTS SHALL BE ELASTOMETRIC GASKET TYPE MEETING THE REQUIREMENTS OF ASTM D-3212.
 - WATER SERVICE LINES SHALL BE TYPE 1/2" COPPER.
 - COORDINATE LOCATION OF ELECTRIC METER AND TRANSFORMER, AND GAS METER WITH MECHANICAL DRAWINGS. CONTRACTOR TO COORDINATE SERVICE CONNECTIONS WITH UTILITY COMPANY.
 - ALL CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH CURRENT TOWN OF CASTLE ROCK STANDARD CONSTRUCTION SPECIFICATIONS.



SEE SHEET 9

ELECTRICAL TRANSFORMER BY XCEL

RELOCATE EX. ELECTRICAL LINE, TRANSFORMER, AND FIBER OPTIC, WHICH ARE NOT LOCATED IN A RECORDED EASEMENT



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SCALE: PREPARED UNDER THE DIRECT SUPERVISION OF:
 SEAL: COLORADO REGISTERED PROFESSIONAL ENGINEER
 36320
 ROBERT J. PALMER
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 Licensed Professional Engineer (CO PE #36320),
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CONCEPTUAL UTILITY PLAN
 SHEET NO:
10 OF 12

AC1

