Community & Economic Development Department www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6880 FAX 720.523.6967 EMAIL: epermitcenter@adcogov.org

# **REQUEST FOR COMMENTS**

Case Name: Case Number: Ridgeview Estates, Filing No. 2 PLT2024-00033

December 16, 2024

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create nine lots in the Residential Estate zone district and Airport Height Overlay.** The request is located southeast of Powhaton Road and East 160th Avenue. The Assessor's Parcel Number is 0156710201015. The applicant is: Alliance Consulting, David E Moore, 16415 West 85th Lane, Unit B, Arvada, CO 80007.

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) 523-6949 by **January 6, 2025** 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 LCampbell@adcogov.org.

For further information regarding this case, please contact the Community and Economic Development Department, 4430 S. Adams County Pkwy., Brighton CO 80601, (720) 523-6800. 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.

Ria Complet

Lia Campbell Planner II

Emma Pinter DISTRICT 3

BOARD OF COUNTY COMMISSIONERS

Steve O'Dorisio DISTRICT 4 Lynn Baca DISTRICT 5



Community & Economic Development Department Planning & Development 4430 S. Adams County Pkwy., 1st Floor, Suite W2000B Brighton, CO 80601-8218 Phone: 720.523.6800

Website: adcogov.org

A major subdivision shall only be used to divide parcels of more than twenty (20) acres or create five (5) or more lots. The first approval required is the preliminary plat. The preliminary plat provides an in-depth analysis of the proposed subdivision, including design of geologic hazards, environmentally sensitive areas, required services, vehicular/pedestrian circulation, and the relationship to surrounding land uses.

Please include this page with your submittal. More information about checklist items can be found on page 2-3. Submittal instructions are at the top of page 2.

# **Required Checklist Items**

| ✓        | Development Application Form                           |
|----------|--|
| ✓        | Written Explanation                                    |
| <b>~</b> | Final Plat   |
| <b>~</b> | Legal Description                                      |
| ✓        | Conceptual Site Plan                                   |
| ✓        | Proof of Ownership                                     |
| ✓        | Proof of Water and Sewer Services                      |
| <b>~</b> | Proof of Utilities                                     |
| ~        | Certificate of Taxes Paid                              |
| ✓        | Receipt of Payment to Colorado Geological Survey       |
| Discret  | tionary Checklist Items                                |
| <b>~</b> | School Impact Analysis                                 |
|          | Subdivision Engineering Review Application. If already |

Subdivision Engineering Review Application. If already filed, please identify the case number here:

| Fees Due When Application is Deemed Complete |         |  |  |
|--|---------|--|--|
| Minor Subdivision Final Plat                 | \$1,600 |  |  |

Community & Economic Development Department www.adcogov.org



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

# **DEVELOPMENT APPLICATION FORM**

| PROJECT NAME: RIDGEVIEW ESTATES FILING 2 |                               |                |                                |  |  |  |
|--|-------------------------------|----------------|--------------------------------|--|--|--|
| APPLICANT                                |                               |                |                                |  |  |  |
| Name(s):                                 | DAVID E MOORE                 | Phone #:       | 7206251571                     |  |  |  |
| Address:                                 | 16415 W 85TH LN UNIT B        |                |                                |  |  |  |
| City, State, Zip:                        | ARVADA, CO 80007              |                |                                |  |  |  |
| 2nd Phone #:                             | 7208980660                    | Email:         | DEMOOREPE@ALLIANCEENGINEER.COM |  |  |  |
| OWNER                                    |                               |                |                                |  |  |  |
| Name(s):                                 | RIDGEVIEW PROPERTIES LLC      | Phone #:       | 7206251571                     |  |  |  |
| Address:                                 | 16415 W 85TH LN UNIT B        |                |                                |  |  |  |
| City, State, Zip:                        | ARVADA, CO 80007              |                |                                |  |  |  |
| 2nd Phone #:                             | 7208980660                    | Email:         | DEMOOREPE@ALLIANCEENGINEER.COM |  |  |  |
| TECHNICAL REP                            | PRESENTATIVE (Consultant, Eng | gineer, Survey | /or, Architect, etc.)          |  |  |  |
| Name:                                    | DAVID E MOORE PE              | Phone #:       | 7206251571                     |  |  |  |
| Address:                                 | 16415 W 85TH LN UNIT B        |                |                                |  |  |  |
| City, State, Zip:                        | ARVADA, CO 80007              |                |                                |  |  |  |
| 2nd Phone #:                             | 7208980660                    | Email:         | DEMOOREPE@ALLIANCEENGINEER.COM |  |  |  |

# **DESCRIPTION OF SITE**

| Address:                        | 28205 1/2 E 159th                 |  |  |
|---------------------------------|-----------------------------------|--|--|
| City, State, Zip:               | BRIGHTON, CO 80603                |  |  |
| Area (acres or<br>square feet): | 26.013                            |  |  |
| Tax Assessor<br>Parcel Number   | 0156710201015                     |  |  |
| Existing<br>Zoning:             | RE RESIDENTIAL ESTATES            |  |  |
| Existing Land<br>Use:           | VACANT                            |  |  |
| Proposed Land<br>Use:           | RE RESIDENTAL 2.5 AC +            |  |  |
| Have you attended               | d a Conceptual Review? YES YES NO |  |  |
| If Yes, please list I           | PRE#: 2021-00100                  |  |  |

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:

| DAVID E MOORE        |  |
|----------------------|--|
| Owner's Printed Name |  |
| Dandomane            |  |

Name:

**Owner's Signature** 

11/14/24 Date:



November 14, 2024

Greg Barnes Principal Planner Adams County 4430 South Adams County Parkway 1<sup>st</sup> Floor, Suite W2000 Brighton, Co. 80601

Ref: Major Subdivision Written Explanation Ridgeview Estates Filing 2
E. 160<sup>th</sup> Ave. and Monaghan Road 28205 1/2 E 159th Ave Adams Co, Colorado

Dear Greg:

Please accept this letter as a written explanation for Ridgeview Estates Subdivision Filing 2 Major Subdivision Final Plat request and a general overview of the Ridgeview Estates Subdivision Filing 2 in Adams County, Colorado.

Ridgeview Estates filing 2 is a 9-lot subdivision located south of E 160<sup>th</sup> Ave., just west of Great Rock South Subdivision and south of Great Rock North Subdivision. Access will be provided from Ridgeview Estates Filing 1 newly constructed E 158<sup>th</sup> Place and Deer Park Street.

Ridgeview Estates Subdivision Filing 2 went through a previous Conceptual Review project number PRE2021-00100. Comments from this conceptual review have been addressed and are included in this submission.

Ridgeview Estates Subdivision Filing 2 lies outside of the DIA Noise Overlay District. The project is covered by the Airport Height Overlay that required application to the Federal Aviation Administration (FAA) for a possible Aeronautical Study to be performed for the project. Application to the FAA has been performed and the resulting response from the FAA revealed that Ridgeview Estates Subdivision Filing 2 did not exceed the Notice Criteria and an Aeronautical Study is not required. The Notice Criteria Tool results are attached and have been uploaded into the project file.

Water services are provided by Great Rock North Water and Sanitation District. Water plans have been submitted to the Great Rock North Water and Sanitation District and are currently under review.



Sewer services are provided by Individual Sewage Disposal Systems (ISDS) through the Adams County Health Department. The soils on site are sandy and are perfect for soil treatment areas.

The School Impact Analysis was previously performed for the entire 21 lot subdivision. A copy of the report is attached.

A copy of the legal description on Word format and PDF format that matches the plat is attached.

A Subdivision Engineering Review Application has been prepared with the checklist submittals and is included in the project submittals for filing 2.

Dry utilities have been constructed in Filing 1 and will be extended into filing 2. United Power, Xcel Gas, and Comcast have performed designs and will provide the utilities through current agreements with the filing 2 project.

The final plat, proof of ownership (Title Report), certificate of taxes paid and the receipt of payment to the Colorado Geological Survey are attached.

Please review the enclosed Final Plat Subdivision Submittal and provide comments to us.

Sincerely,

andemore

David Moore MSCE PE Alliance Consulting Engineers and Surveyors

Attachments: Subdivision Review Application, PRE2021-00100 Comment Responses, FFA Notice Criteria Tool results, School Impact Analysis, Title Report, Certificate of Taxes Paid, Receipt from the Colorado Geological Survey, Final Plat and Construction Drawings.

Community & Economic Development Department www.adcogov.org



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# **Development Review Team Comments**

# **COMMENT RESPONSES SHEET**

Date: 12/10/2021

Project Number: PRE2021-00100

**Project Name:** RIDGEVIEW ESTATES FILING 2

Environmental Analyst Review

Charlotte Sampson

# Email:

# Complete

ENV1. Due to the proximity of the parcels to Denver International Airport (DIA), the project area is covered by the Airport Height Overlay (AHO), which restricts some building height and certain development. Landowners may be required to install, operate, and maintain, at the owner's expense, such markers and lights which may be necessary to indicate to flyers the presence of a hazard which affects the aviation facility. This marking and lighting requirement may also extend to objects of natural growth (trees, primarily) on site. An aeronautical study may be required by the Federal Aviation Administration (FAA) prior to development permits being issued.

Application to the FAA has been performed and the resulting response from the FAA revealed that Ridgeview Estates Subdivision Filing 2 did not exceed the Notice Criteria and an Aeronautical Study is not required. The Notice Criteria Tool results are attached and have been uploaded into the project file.

BOARD OF COUNTY COMMISSIONERS

Charles "Chaz" Tedesco E

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 Lynn Baca DISTRICT 5 OGL1: Residential Construction Standards: The Director of Planning and Development may impose one (1) or more of the following standards on a specific site basis as a condition of subdivision approval and/or building permits on platted or unplatted land: *Noted.* 

a. The oil and gas well location shall include a two-hundred-fifty (250) foot buffer in the form of an easement on the Final Plat. No structures may be constructed within the buffer area.

The 250 foot buffer has been shown on the final plat.

b. Access to the oil and gas well location shall be provided by a public street or recorded easement for private access.

A 25 foot easement for access to the Kalsen 110 gas well has been provided through the equestrian easement on the back of lots 2 and 3 and is shown on the final plat.

c. The Final Plat shall include notice to prospective buyers of the location of the oil and gas well and associated easements.

A note has been added on the final plat that an oil and gas well exists on the southerly property.

d. All oil and gas well flow lines and/or easements shall be graphically depicted on the Final Plat.

There are not oil and gas pipelines within the Ridgeview Estates Filing No. 2 property. The oil and gas well has been depicted on the final plat with a 250 foot setback with a note that restricts building within the setback.

e. All surface and subsurface agreements shall be noted on the Final Plat by the recorded book and page number.

There are no surface or subsurface agreements to record or to be shown on the final plat.

f. Pursuant to Section 4-11-02-03-03-05, where a new home and/or other permanent structure with plumbing is constructed within three hundred (300) feet of an existing oil and gas well, the property owner shall submit a signed waiver acknowledging the existence of the facility. (Agriculture Performance Standards).

# Noted, shall this be a note on the final plat?

OGL2: There is one (1) drilled, producing well on the neighboring parcel operated by Providence Operating LLC (Kallsen 1-10). A no-build buffer area of two hundred and fifty (250) foot shall surround the oil and gas well and the buffer should be denoted on the plat.

The 250 foot buffer has been shown on the final plat.

Charles "Chaz" Tedesco

DISTRICT 2

Emma Pinter DISTRICT 3 Planner Review Greg Barnes

# Email: gjbarnes@adcogov.org

# Complete

PLN01: The subject property (Parcel #: 0156710201015) is located within the Residential Estate (RE) zone district. The site is also designated with a future land use of Agriculture. The site is also affected by the County's Airport Height Overlay. This will result in the need for an aeronautical study to be done with the FAA.

Application to the FAA has been performed and the resulting response from the FAA revealed that Ridgeview Estates Subdivision Filing 2 did not exceed the Notice Criteria and an Aeronautical Study is not required. The Notice Criteria Tool results are attached and have been uploaded into the project file.

PLN02: The overall request would require an application for final plat for major subdivision. The process and criteria for approval of this type of application can be found in Section 2-02-19-04-01. A preliminary plat for this site was approved in August 2019. Additionally, the first filing of Ridgeview Estates was granted final plat approval in September 2020.

# Noted.

PLN03: The overall concept is in full conformance with the approved preliminary plat. Staff review did not identify any major discrepancies.

# Noted.

PLN04: Please note that Lots 3, 5, and 6 are corner lots. The siting of the house will greatly affect the building envelope for accessory structures. Accessory structures are required to meet front and side-corner setbacks of 30 feet or equal to the principal dwelling, whichever of the two are greater. If a house is setback more than 30 feet from the front or side corner property lines, the property owners will have a smaller building envelope for accessory structures.

# Noted.

PLN05: The Tract C label on the plat is very confusing and has the appearance that the tract will remain.

The Tract C note has been removed from the plat.

Development Engineering Review Eden Steele

# Email:

# Complete

ENG1: A drainage report and drainage plans prepared in accordance with Chapter 9 of the Adams County Development Standards and Regulations (ACDSR), are required to be completed by a registered professional engineer and submitted to Adams County for review and final approval. The level of Strom Drainage Study will be dictated by the increase in imperviousness proposed for the development. See Table 9.1 in Chapter 9 of the ACDSR for percent imperviousness thresholds. If the proposed improvements were accounted for in a previous drainage study, drainage plans and letter of conformance are required to demonstrate the proposed development meets current County drainage standards and regulations and exiting infrastructure was sized to handle the additional flows. The drainage report/plans must also provide water quality post construction BMPs.

Storm drainage for filing two has been provided in filing one of the subdivision through the construction of a stormwater detention pond providing water quality and stormwater management for filing one and filing two. Drainage for filing two drains into the roadway ditches and into the previously constructed ditches and piping systems in filing one that drains to the previously approved detention pond. A previously approved drainage report that covers filings one and two is uploaded into the Citizens Access Permit system. A letter of conformance has been completed and submitted with this application.

ENG2: Applicant must submit a Traffic Impact Study prepared in accordance with Chapter 8 of the ACDSR. The level of traffic impact study will be determined by the expected trip generation of the site, as defined in Table 8.15 of the ACDSR. Auxiliary lane thresholds can be found in Section 8-01-07. Driveway and roadway intersection spacing requirements are found in Table 8.6. If the previous TIS accounted for both filings, the developer can submit a letter of conformance to satisfy the traffic study requirements.

A Traffic Impact Study was prepared for filings one and two and was approved in the filing one submittals. A letter of conformance to satisfy the traffic study requirements are attached and uploaded into the Citizens Access Permit system.

Charles "Chaz" Tedesco

DISTRICT 2

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 ENG3: Monaghan Rd must be paved to the cul-de-sac of the existing subdivision to the south and the Fire District access gate must be removed to allow for full access to the Public Right-of-Way.

Monaghan Road will be extended from E 158<sup>th</sup> Place south to the 35-acre subdivision cul-de-sac on Monaghan Road. The road will be paved to the property line of Ridgeview Estates. The road south of the property line of Ridgeview Estates is an offsite road on a sixty foot County Right of Way. This road will be improved from the Ridgeview Estates south property line south to the existing gravel cul-de-sac. Monaghan Road is within a 35-acre and larger subdivision and is a gravel road. The road south of Ridgeview Estates will be improved as a gravel road in accordance with standard road improvement requirements of Adams County for 35-acre and larger subdivisions.

The access gate at the property line has been removed.

ENG4: All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices listed in Section 9-01-03-14 of the ACDSR (i.e. On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater; Minimization of Directly Connected Impervious Area (MDCIA); Preservation of natural drainage systems that result in the infiltration, evapo-transpiration or use of stormwater in order to protect water quality and aquatic habitat; Treatment of stormwater flows as close to the impervious area as possible; etc.) LID shall be designed and maintained to meet the standards of these Regulations and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3.

Noted. The soils on site are sandy type A soils with very low runoff characteristics. Filing one of Ridgeview Estates was designed and approved with a large stormwater management and water quality pond that has ditches conveying the water to the pond a  $\frac{1}{2}$  of one percent. To date there has been no runoff from the Filing one site as the water infiltrates into the sandy soils.

ENG5: Prior to scheduling the final plat public hearing, the developer is required to submit for review and receive approval of all construction plans and reports. Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report (ENG1), and a traffic impact study (ENG2). All construction documents must meet the requirements of the ACDSR. The developer shall submit to the Adams County One Stop Customer Center (epermitcenter@adcogov.org, 720-523-6800) the following: Engineering Review Application, Engineering Review fee, and a digital copy of all construction documents and reports. \*\*\*All Engineering Documents shall be reviewed through the Engineering Review Process which requires a separate application and is tracked through a separate case number than the final plat application. Do not submit engineering documents with the land use case application. No public hearings will be scheduled until the engineering documents are approved and the Engineering Review case is complete.\*\*\*

Noted.

Charles "Chaz" Tedesco DISTRICT 2 Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4 ENG6: At the time of final plat approval, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public roadway and drainage/water quality improvements. No building permits will be issued until public infrastructure is built and preliminarily accepted by the Adams County Public Works Department.

Noted.

ENG7: Property is NOT in Adams County MS4 Stormwater Permit area. A Stormwater Quality (SWQ) Permit is not required, but a State Permit COR400000 will be required at the time of development.

Noted.

Commenting Division:ROW ReviewName of Reviewer:David DittmerDate:12/02/2021Email:CompleteROW1:Need to match the Title of the plat verbatim within the Dedication and Ownership statement

The title of the plat verbatim has been added to the Dedication and Ownership statement.

ROW2: Correct Notary Block Affirmations for who, as, of.

The notary block affirmations have been updated.

ROW3: Order the signature blocks and Approval Blocks as follows: Surveyor, BoCC, C&R

Charles "Chaz" Tedesco

DISTRICT 2

The order of the signature blocks have been updated.

ROW4: Title commitment must be dated within 30 days of PLT case, and be loaded so that it is formatted correctly and provides hyperlinks to documents

We have a title commitment that has not changed with the correct format. The updated title report is currently being prepared.

Emma Pinter DISTRICT 3 ROW5: Fencing is allowed to cross drainage easements as long as it does not interfere with any wildlife corridor.

# Noted.

ROW6: Provide additional statement within equestrian easement as to no encroachment of any kind.

*Note has been added to the plan.* ROW7: Does Tract A and B affect this filing? Remove notes.

Notes have been removed. Tracts A and B do not affect this filing.

ROW8: Sheet 2 should only show the bounds of Filing No. 2, and legal to match

This has been revised.

ROW9: Remove Tract C from Lot 7 as this was from Filing No 1 future expansion

# This note has been removed.

ROW10: If at all possible, put all curve information into the table, or move from within lot lines for legibility issues.

A curve table has been added.

ROW11: No apparent lot lines for Lots 4 and 5

Lot lines for 4 and 5 have been revised.

ROW12: Need to provide complete circle for setback radius of the Kallsen Well, in order to see affect to Lots 2 and 3.

Complete setback circle has been provided.

ROW13: Should the detail for the southern access show lots 3 and 6, not 11 and 12?

The oil and gas access to the south is across lots 2 and 3 equestrian easement.

ROW14: Boundary of Filing 2 should not include lands within Filing No. 1. Correct legal and boundary of Filing No. 2. Everything outside of Filing 2 should be shadowed/ghosted. Set any pins required.

This has been revised.

ROW15: Place Drainage Maintenance and Operations Manuel note and recording information within the NOTES.

This information has been added as a note.

ROW16: Need to correct and revise information for Filing No. 1 as shown on Sheet 2, as this should only include lands within Filing No. 2 with it's size. Filing 1 POB will become Filing 2 POC, and will need to set pin at POB of Filing No 2.

Noted and revised.

ROW17: What is the "hash" marked area as no legend explains why it is shown this way.

The hash marked area is an easement for access to the gas well, this has been noted on the plat.

ROW18: Remove what appears to be manhole locations within the right-of-way

# Revised

ROW19: Need to provide lot information ghosted for Filing No. 1 that abuts filing No. 2

This has been removed.

ROW20: Remove any TRACT statements or dedications as none within this filing

This has been removed.

Commenting Division: Building Safety Review Name of Reviewer: Justin Blair Date: 11/30/2021 Email: jblair@adcogov.org Complete No comment on rezone

Emma Pinter DISTRICT 3 Steve O'Dorisio DISTRICT 4

# FIN

| <u>SITE DATA:</u>   |
|---|
| MINIMUM BUILDING SETBACKS:  |
| 1. PRINCIPAL USE STRUCTURES<br>FRONT: 30' FROM ROW<br>SIDE: 30' FROM ROW ON CORNER LOT<br>17' ON ONE SIDE OR<br>5' FROM ATTACHED GARAGE<br>5' ON OTHER SIDE |
| REAR: 20' FROM PROPERTY LINE  |
| 2. ACCESSORY USE STRUCTURES<br>FRONT: 30' FROM ROW<br>SIDE: 30' FROM ROW ON CORNER LOT<br>20' FROM PROPERTY LINE  |
| REAR: 10' FROM PROPERTY LINE  |
| ZONING CLASSIFICATION: RESIDENTIAL ESTATES  |
| MINIMUM WIDTH OF LOT = 100'   |
| AREA OF SITE: 26.013± ACRES   |
| NUMBER OF LOTS: 9   |
| DENSITY: 0.35 UNITS/ACRE:   |

<u>LEGEND</u>

RIGHT-OF-WAY LOT LINE SANITARY SEWER STORM SEWER WATER LINE CONTOUR LINE

EDGE OF ASPHALT EDGE OF SHOULDER SECTION LINE CHAINLINK FENCE OVERHEAD POWER SANITARY SEWER MH STORM SEWER MH WATER VALVE FIRE HYDRANT BLOWOFF VALVES STOP SIGN

| EXISTING               | PROPOSED    |
|------------------------|-------------|
|                        |             |
| <u>8</u> " S <u>/L</u> |             |
| <u>8"</u> W/L          | 6" W/L      |
| <u> </u>               |             |
| x                      |             |
|                        | •<br>•<br>• |

| Ν  | FILING N<br>RIDGEVIEW E<br>AL CONSTRU<br>COUNTY OF ADAMS, STA   | ESTATES<br>CTION Pl  |   | SHEET<br>NUMBE<br>C1<br>C2<br>C3<br>C3<br>C4<br>C5<br>C6<br>C7  |   |   | $ \begin{array}{c c c c c c c c c c c c c c c c c c c $   |
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| TROAD  | WELD COUNTY BASELINE ROAD<br>ADAMS COUNTY<br>GREAT RO<br>NORTH<br>160TH AVENUE  | ADAMS COUNTY   | OT<br>KE<br>S.<br>F<br>R  | LL WATER SYSTEM IMP<br>REATROCK NORTH WAT<br>EGULATIONS. THE UTIL<br>OUND TO BE IN GENER<br>EGULATIONS. THE ENGI  | MASTER UTILITY PLAN<br>DEER PARK STREET<br>EAST 158TH PL STA 44+50 - STA 52+50<br>EAST 158TH PL STA 52+50 - STA 57+51.28<br>MONAGHAN ROAD STA 39+00 - STA 45+5<br>MONAGHAN ROAD STA 45+50 - STA 54+5<br>MONAGHAN ROAD STA 45+50 - STA 54+5<br>STATEMENT — ENGINE<br>ROVEMENTS SHALL BE CONST<br>ER AND SANITATION DISTRICT<br>TY PLANS HAVE BEEN REVIE<br>AL COMPLIANCE WITH THE RE<br>NEERING DESIGN AND CONCE   | 50<br>55.15<br>TRUCTED TO<br>T RULES AND<br>WED AND<br>ULES AND<br>ULES AND<br>EPT REMAIN   | Image: No. Description       Description         No. Description       Date         No.       Description         No.       Description     < |
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| RIDGEV<br>5440 V<br>ARVAD/<br>ATTN.:<br>PHONE: | R/DEVELOPER:       ENGINEER/SURVEYOR:         EW PROPERTIES, LLC       ALLIANCE CONSULTING ENGINEERS & SURVEYORS         IARD ROAD, SUITE 230       ACLIANCE CONSULTING ENGINEERS & SURVEYORS         A. COLORADO 80002       ARVADA, COLORADO 80007         DAVID MOORE       ARVADA, COLORADO 80007         (720) 625–1571       PHONE: (720) 625–1571         REPE@ALLIANCEENGINEER.COM       DEMOOREPE@ALLIANCEENGINEER.COM | ADAMS COUNTY:WATLAYLA BAJELANGREAADAMS COUNTY PLANNER II370 I4430 SOUTH ADAMS COUNTY PARKWAYBROO1ST FLOOR, SUITE W20000AATTN.BRIGHTON, COLORADO 80601-8204PHONPHONE: (720) 523-6863WEB SGREG LABRIEURBADAMS COUNTY SENIOR ENGINEERUDFCI4430 SOUTH ADAMS COUNTY PARKWAYUDFCI2480SOUTH ADAMS COUNTY PARKWAYST FLOOR, SUITE W20002480BRIGHTON, COLORADO 80601-8204DENVIPHONE: (720) 523-6824ATTN. | ER DISTRICT:<br>ATROCK NORTH WA<br>INTERLOCKEN BOU<br>OMFIELD, COLORAD<br>I.: LISA JOHNSON<br>NE: (303) 439–60<br>SITE: www.colorad<br>BAN DRAINAGE | 029<br>lo.org/greatrocknorthwsd<br>AND FLOOD CONTROL:<br>NUE #156B<br>0211<br>RSON  | DA<br>SEWER DISTRICT:<br>TRI-COUNTY HEALTH DEPARTMENT<br>ENVIRONMENTAL HEALTH SPECIALIST IV<br>4201 E.72ND AVENUE, SUITE D<br>COMMERCE CITY, COLORADO 80022<br>ATTN: JEFF McCARRON<br>PHONE: (303) 439–5913<br>SCEL ENERGY<br>1123 WEST 3RD AVENUE<br>DENVER, COLORADO 80223<br>ATTN: KELLY HORN<br>PHONE: (303) 356–8670<br>BRIGHTON FIRE RESCUE DISTRICT<br>500 S. 4TH AVENUE 3RD FLOOR<br>BRIGHTTON, COLORADO 80601<br>ATTN: WHITNEY EVEN<br>PHONE: (303) 654–8040<br>WEB SITE: WWW.BRIGHTONFIRE.ORG | ATE<br>ELECTRIC:<br>UNITED POWER, INC.<br>SOO COOPERATIVE WAY<br>BRIGHTON, COLORADO 80603<br>ATN.: JOSE LUNA<br>PHONE: (720) 837–5338<br>WEB SITE: WWW.UNITEDPOWER.COM<br>BONCAST<br>880 E. 88TH AVENUE<br>THORNTON, CO. 80229<br>ATN.: GLEN NELSON<br>PHONE: (720) 281–8488<br>ELECTRIC (720) 281–8488<br>CENTURY LINK<br>759 S. WHEELING CT.<br>ENGLEWOOD, CO. 80112<br>ATTN.: CODY HOCKADAY<br>PHONE: (720) 988–4631 | CONBRET NO:<br>DEM INVIOLER<br>Interversion<br>Sheet No:<br>C1 of C13   |

# NOTES:

THE CONTRACTOR IS REQUIRED TO HAVE ADAMS COUNTY STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS ON SITE. ALL CONSTRUCTION PERFORMED SHALL CONFORM TO SAID STANDARDS AND SPECIFICATIONS.

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 OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LANDS FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNER.

THE CONTRACTOR WILL BE HELD CONTINUALLY RESPONSIBLE FOR THE CLEANLINESS AND SAFETY OF ALL ROADWAYS ADJACENT TO THIS SITE. IF AT ANY TIME, THESE ROADWAYS ARE FOUND TO BE DANGEROUS OR UNPASSABLE DUE TO DEBRIS OR MUD, THE PROJECT WILL BE SHUT DOWN BY ADAMS COUNTY IN IT'S ENTIRETY, UNTIL THE ROADWAY CONDITIONS HAVE IMPROVED AND ARE DEEMED ACCEPTABLE BY ADAMS COUNTY. IF THE CONTRACTOR/APPLICANT FAILS TO KEEP THESE ADJACENT ROADWAYS CLEAN AND FREE FROM DEBRIS, ADAMS COUNTY, MAY AT IT'S OPTION, DECIDE TO DO THE REQUIRED CLEAN UP AND BILL THE CHARGES DIRECTLY TO THE CONTRACTOR/APPLICANT.

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# <u>GENERAL NOTES</u>

- 1. ALL ELEVATIONS AND DIMENSIONS ARE TO FLOWLINE UNLESS OTHERWISE
- 2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY GREATROCK NORTH WATER & SANITATION DISTRICT. GREATROCK NORTH WATER & SANITATION DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO GREATROCK NORTH WATER & SANITATION DISTRICT STANDARDS AND SPECIFICATIONS.
- 3. THE CONTRACTOR SHALL NOTIFY GREATROCK NORTH WATER & SANITATION DISTRICT ONE (1) DAY PRIOR TO THE REQUIRED INSPECTIONS.
- 4. ALLIANCE CONSULTING ENGINEERS & SURVEYORS ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS, THE UTILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. THE CONTRACTOR SHALL INCLUDE ANY EXISTING UTILITY RELOCATION IN THE ORIGINAL CONTRACT.
- 5. ALL WORK SHALL BE CONSTRUCTED TO GREATROCK NORTH WATER & SANITATION DISTRICT <u>STANDARDS AND SPECIFICATIONS</u>. THIS APPROVAL IS FOR CONFORMANCE TO THESE <u>STANDARDS AND SPECIFICATIONS</u> AND OTHER GREATROCK NORTH WATER & SANITATION DISTRICT REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND REPAIR OF UTILITIES ENCOUNTERED DURING CONSTRUCTION, WHETHER SHOWN ON THESE PLANS OR NOT. CONTRACTOR SHALL CONTACT REPRESENTATIVES OF THE RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD LOCATED PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL LOCATIONS OF EXISTING STRUCTURES AND UTILITIES SHOWN ON THE DRAWINGS, TO ASCERTAIN WHETHER ANY STRUCTURES AND UTILITIES MAY EXIST, AND REPAIR AND/OR REPLACE ANY STRUCTURES AND/OR UTILITIES DAMAGED BY THE CONTRACTOR.
- 7. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (1-800-922-1987) FOR THE LOCATION OF UNDERGROUND GAS. ELECTRIC, TELEPHONE, CABLE, WATER AND SANITARY UTILITIES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 8. ADJUST ALL MANHOLES, VALVES ETC. TO FINISHED GRADE.
- 9. COMPACT ALL FILL AREAS TO 95% OF MAXIMUM DENSITY PER AASHTO T-99 (STANDARD PROCTOR) AND WITHIN 2% OF OPTIMUM MOISTURE CONTENT.
- 10. CONTRACTOR SHALL OBTAIN PERMITS FROM THE COLORADO DEPT. OF HEALTH, WATER QUALITY CONTROL DIVISION PERMIT ENFORCEMENT SECTION, AND ADAMS COUNTY PRIOR TO CLEARING, GRADING, OR EXCAVATION.
- 11. ALL REMOVALS (TREES, FENCES, POST, SIDEWALK, CONCRETE, ETC) AND RUBBISH SHALL BE LEGALLY DISPOSED OF.
- 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUND WATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUND WATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION ON ABUTTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THESE PLANS. NO CONCRETE SHALL BE PLACED WHERE GROUNDWATER IS VISIBLE OR UNTIL THE GROUND WATER TABLE HAS BEEN LOWERED BELOW THE PROPOSED IMPROVEMENTS. ANY UNSTABLE AREAS, AS A RESULT OF GROUND WATER, ENCOUNTERED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE STABILIZED AS AGREED UPON BY THE CONTRACTOR, THE COUNTY, AND THE DESIGN ENGINEER AT THE TIME OF THEIR OCCURRENCE.
- 13. THE CONTRACTOR SHALL HAVE A SET OF APPROVED DRAWINGS AND CURRENT GREATROCK NORTH WATER & SANITATION DISTRICT STANDARD SPECIFICATIONS ON SITE AT ALL TIMES.
- 14. ALL REINFORCING STEEL SHALL CONFORM TO ASTM-A-615, GRADE 60. 15. ALL EXCAVATIONS SHALL BE BACK-FILLED AND COMPACTED IN 8" LIFTS,
- UNLESS OTHERWISE DIRECTED BY THE SOILS ENGINEER. MOISTURE CONDITIONED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY AND OPTIMUM MOISTURE CONTENT.
- 16. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS.
- 17. THE CONTRACTOR SHALL COORDINATE THE DISCONNECT OF ALL PUBLIC UTILITIES. I.E. GAS, POWER, TELEPHONE, WATER AND SEWER.
- 18. THE CONTRACTOR SHALL REMOVE AND LEGALLY DISPOSE OF THE BUILDINGS, CONCRETE SURFACING, ASPHALT SURFACES, FOOTINGS, WIRING, PIPING, CONTAMINATED SOIL (LEACH FIELD MATERIAL), AND MISCELLANEOUS ITEMS ON
- 19. SHOULD THE CONTRACTOR ENCOUNTER ANY HAZARDOUS MATERIAL THE OWNER SHALL BE NOTIFIED IMMEDIATELY.
- 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING NEARBY PUBLIC STREETS OF MUD OR DEBRIS DUE TO CONSTRUCTION ACTIVITY INITIATED BY SAID CONTRACTOR ON A DAILY BASIS OR AS OTHERWISE DIRECTED BY AUTHORIZED COUNTY PERSONNEL AND/OR OWNER.
- 21. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE; INCLUDING, SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF GREATROCK NORTH WATER & SANITATION DISTRICT AND THE COUNTY TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTORS PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF ADEQUACY OF THE CONTRACTORS SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.
- 22. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LATEST EDITION OF GREATROCK NORTH WATER & SANITATION DISTRICT AND ADAMS COUNTY STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS AND ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY AUTHORIZED GREATROCK NORTH WATER & SANITATION DISTRICT AND ADAMS COUNTY PERSONNEL.
- 23. CONTRACTOR TO INCLUDE IN CONTRACT ALL TESTING AS REQUIRED TEST-IN AS REQUIRED PER GREATROCK NORTH WATER & SANITATION DISTRICT AND ADAMS COUNTY STANDARDS AND SPECIFICATIONS THIS INCLUDES, BUT IS NOT LIMITED TO, ALL TESTING OF UTILITY LINES, BACK-FILLING, TRENCHING, COMPACTION, AND ASPHALT.
- 24. ALL CONSTRUCTION WITHIN THE SUBDIVISION ITSELF, WILL FALL UNDER THE JURISDICTION AND PERMITTING OF GREATROCK NORTH WATER & SANITATION DISTRICT AND ADAMS COUNTY.

# **BEARINGS**

ELEV. = 5224.10

- 1.

- 7.

RESIDENTIAL

OR MATCH EXISTING PAVEMENT THICKNESS - WHICHEVER IS GREATER.

- 3.
- IMPROVEMENTS.
- PERMITS.

# |H||NG||O|RIDGEVIEW ESTATES CONSTRUCTION NOTES

BASIS OF BEARINGS: S 00°05'13" E ALONG THE EAST LINE OF THE W 1/2 OF SEC 10, T1S, R65W OF THE 6TH P.M., BETWEEN THE FOUND MONUMENTS SHOWN AND DESCRIBED HEREON.

# <u>BENCHMARK</u>

BENCHMARK: STANDARD ADAMS COUNTY 3-1/4" BRASS SURVEY MARK DISK STAMPED "BROMLEY 1995 1S 65W S10" SET IN THE TOP OF A 24" DIAMETER CONCRETE POST FLUSH WITH THE GROUND LEVEL. LOCATED EAST OF THE INTERSECTION OF INTERSTATE 76 AND EAST 152ND AVENUE, 43.5' NORTH OF EAST 152ND AVENUE AND 1.4 MILES EAST OF POWHATON ROAD, 193.0' EAST OF THE CENTER LINE OF THE DIRT DRIVEWAY TO A HOUSE WITH THE ADDRESS OF 28821 EAST 152ND AVENUE.

# PAVING NOTES

PAVING SHALL NOT START UNTIL PAVEMENT DESIGN, SOILS REPORT AND SUBGRADE COMPACTION TEST ARE APPROVED BY THE COUNTY.

SUBGRADE SHALL BE SCARIFIED AND RECOMPACTED TO SOILS ENGINEERS RECOMMENDATIONS.

3. SUBGRADE SHALL BE PROOF-ROLLED AND AREAS THAT PUMP SHALL BE REMEDIED TO THE COUNTY'S SATISFACTION PRIOR TO PAVING. SIGNING AND STRIPING LAYOUT AND MATERIALS TO CONFORM TO THE ADAMS

COUNTY STANDARDS AND SPECIFICATIONS. ALL TRAFFIC CONTROL SHALL CONFORM TO THE APPLICABLE REGULATIONS SET FORTH IN THE M.U.T.C.D. 5. PAVING SHALL NOT BE PERMITTED UNTIL MANHOLE, VALVE BOX AND WATER.

METER PIT INSTALLATIONS HAVE BEEN VERIFIED IN THE FIELD THROUGH A PRE-PAVING WALK-THROUGH AND MINIMUM SLOPES ON ALL SANITARY SEWER LINES HAVE BEEN VERIFIED.

6. ALL LOCAL AND COLLECTOR STREETS SHALL USE THE SOILS ENGINEER PAVEMENT DESIGN.

ANY ASPHALT PATCHING AND OPEN STREET CUTS WILL HAVE THE FOLLOWING ASPHALT PATCH REQUIREMENTS (DEPENDING ON CLASS):

COLLECTOR ARTERIAL/INDUSTRIAL 9"

COLLECTOR STREETS MAY REQUIRE 9 INCHES OF ASPHALT NEAR INDUSTRIAL AREAS. ALL TRANSVERSE CUTS WILL BE BACKFILLED WITH FLOWFILL.

# GENERAL UTILITY NOTES:

ALL SERVICE LINES TO EXTEND 10' BEYOND RIGHT-OF-WAY INTO LOTS TO INSURE NO CONFLICT WITH DRY UTILITIES.

2. PROVIDE 4 X 4 MARKER POST (PAINTED ORANGE) AT ENDS OF WATER SERVICES AND CONDUITS.

ALLIANCE CONSULTING ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS, THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. THE CONTRACTOR SHALL INCLUDE ANY EXISTING UTILITY RELOCATION IN THE ORIGINAL CONTRACT.

4. THE CONTRACTOR SHALL FURNISH THE ENGINEER THE "AS CONSTRUCTED" LOCATIONS OF ALL FACILITIES INSTALLED AND, THIS IN TURN, SHALL BE SUBMITTED TO ADAMS COUNTY ON "RECORD DRAWINGS" PRINTS PREPARED BY THE ENGINEER.

BEDDING AND BACKFILL MATERIALS FOR BOTH WATER AND SEWER SHALL CONFORM TO GREATROCK NORTH WATER & SANITATION DISTRICT STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC

6. A MEETING MUST BE HELD BETWEEN THE CONTRACTOR, GREATROCK NORTH WATER & SANITATION DISTRICT AND ADAMS COUNTY CONSTRUCTION UTILITY DEPARTMENT PRIOR TO ANY CONSTRUCTION.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED

8. A UTILITY DETECTION SYSTEM WILL BE REQUIRED FOR ALL UNDERGROUND UTILITY SYSTEMS, INCLUDING THE STORM DRAIN SYSTEM.

# WATER LINE NOTES:

ALL NEW WATER MAINS TWELVE (12) INCHES OR LESS SHALL BE PVC PRESSURE PIPE, UNLESS OTHERWISE SPECIFIED, AND SHALL CONFORM TO AWWA STANDARD C-900 WITH THE FOLLOWING ADDITIONAL REQUIREMENTS OR EXCEPTIONS: ALL CLASS 150 PIPE SHALL MEET THE REQUIREMENTS OF DR-18 AND ALL CLASS 200 PIPE SHALL MEET THE REQUIREMENTS OF DR-14.

- 2. WATER MAINS SHALL BE LAID IN CONFORMANCE WITH THE LATEST EDITION OF GREATROCK NORTH WATER & SANITATION DISTRICT AND ADAMS COUNTY'S STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS AND SHALL BE SUBJECT TO GREATROCK NORTH WATER & SANITATION DISTRICT AND COUNTY INSPECTION AND APPROVAL.
- 3. FIRE HYDRANTS SHALL BE LIMITED TO THE FOLLOWING MANUFACTURERS ONLY AND SHALL BE PAINTED ACCORDING TO THE GREATROCK NORTH WATER & SANITATION DISTRICT STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS PRIOR TO ACCEPTANCE. MUELLER COMPANY - 5 1/4" CENTURION WATEROUS COMPANY - MODEL WB-67.
- 4. THERE SHALL BE A MINIMUM OF 4.5 FEET OF COVER FROM FINISHED GRADE OVER ALL MAINS.
- 5. KICKBLOCKS SHALL BE PLACED AT ALL FITTINGS, TEES, BENDS, CROSSES PLUGS, ETC., IN ACCORDANCE WITH THE GREATROCK NORTH WATER & SANITATION DISTRICT STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS.
- 6. ALL WATERLINE SERVICES ARE 3/4" TYPE K COPPER, UNLESS OTHERWISE NOTED.
- 7. INSTALL TRACER WIRE ON ALL PVC PIPE PER THE GREATROCK NORTH WATER & SANITATION DISTRICT STANDARDS.
- 8. ALL BLOW-OFFS SHALL BE INSTALLED PER GREATROCK NORTH WATER & SANITATION DISTRICT AND ADAMS COUNTY STANDARDS AND SPECIFICATIONS AND SHALL INCLUDE ALL ITEMS AS SHOWN ON WATER LINE DETAIL SHEET.
- 9. ALL DIP, STEEL CASING PIPE, FITTINGS, VALVES AND VALVE BOXES SHALL BE PROTECTED AS SPECIFIED IN GREATROCK NORTH WATER & SANITATION DISTRICT STANDARDS AND SPECIFICATIONS.

# GREATROCK NORTH WATER AND SANITATION GENERAL WATER NOTES:

1 ALL WATER LINE CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE GREATROCK NORTH WATER AND SANITATION DISTRICT RULES AND REGULATIONS. IF ANY CONFLICT OCCURS BETWEEN THE DISTRICT RULES AND REGULATIONS, ANY OTHER COUNTY, STATE, OR FEDERAL JURISDICTION, OR MANUFACTURER'S REQUIREMENTS, THE HIGHEST STANDARD SHALL APPLY.

- 2. ALL CONTRACTORS THAT CONNECT TO, REPAIR, OR INSTALL NEW WATER FACILITIES IN THE DISTRICT SHALL OBTAIN THE LATEST EDITION OF THE DISTRICT RULES AND REGULATIONS AND HAVE A COPY OF THE RULES AND REGULATIONS ON SITE AT ALL TIMES DURING CONSTRUCTION.
- ALL CONTRACTORS SHALL HAVE A DISTRICT APPROVED SET OF CONSTRUCTION PLANS ON SITE AT ALL TIMES DURING 3. CONSTRUCTION.
- FAILURE TO COMPLY WITH ANY OF THE DISTRICT RULES AND REGULATIONS IS SUBJECT TO THE PENALTIES LISTED IN THE RULES AND REGULATIONS.
- 5. A PRE-CONSTRUCTION CONFERENCE WITH THE DISTRICT IS REQUIRED BEFORE ANY CONSTRUCTION WORK CAN COMMENCE. CONTACT THE DISTRICT MANAGER TO SCHEDULE A PRE-CONSTRUCTION CONFERENCE.
- 6. ALL MATERIALS (I.E. PIPE, FITTINGS, VALVES, FIRE HYDRANTS, ETC.) PROPOSED FOR THE WATER SYSTEM IMPROVEMENTS SHALL BE SUBMITTED TO THE DISTRICT FOR REVIEW AND COMMENT.
- HYDROSTATIC TESTING, FLUSHING, AND DISINFECTION OF WATER MAINS SHALL BE OBSERVED BY A REPRESENTATIVE OF THE DISTRICT. A REPRESENTATIVE OF THE DISTRICT SHALL COLLECT TWO (2) SETS OF BACTERIOLOGICAL SAMPLES FROM THE WATER MAINS FOR EVERY 1,200 FEET OF MAIN INSTALLED.
- 8. A CONDUCTIVITY TEST SHALL BE CONDUCTED ON ALL TRACER WIRE INSTALLED.

# SANITARY SEWER NOTES

- 1. REGARDING THE SANITARY SEWER FOR THIS SITE, ALL LOTS WILL BE DESIGNED TO HAVE INDIVIDUAL SEPTIC SEWERS. DUE TO THE SIZE OF LOTS AND PROPOSED ZONING, THIS SHOULD BE A NON-ISSUE.
- 2. INSTALL TRACER WIRE ON ALL PVC PIPE PER THE ADAMS COUNTY STANDARDS.

| <u>S</u> | <u>FORM</u> | DRAIN |
|----------|-------------|-------|
|          |             |       |

- 1. STORM DRAIN PIPES 18 INCH THROUGH 36 INCH SHALL BE RCP PIPE.
- 2. ALL FLARED END SECTIONS SHALL BE CONCRETE.
- 3. ALL BACKFILL FOR THESE PIPES SHALL EXTEND TO THE SPRING LINE OF THE PIPE AND SIX INCHES BELOW THE PIPE. BACKFILL SPECIFICATIONS SHALL MEET ASTM C-33 NO. 67 AGGREGATE GRADATION.
- 4. INSTALL TRACER WIRE ON ALL PVC PIPE PER THE ADAMS COUNTY STANDARDS.

5. ALL RIP RAP SHALL BE UNDERLAIN WITH MIRAFI 140N FILTER CLOTH.

# THE FOLLOWING OUTLINE SHALL BE USED FOR REFERENCE **REGARDING UTILITY LINE CROSSINGS:**

1. WATER LINE CROSSING OVER A STORM SEWER LINE:

IF THERE IS LESS THEN 18 INCHES VERTICAL CLEARANCE, THE STORM SEWER JOINTS ARE TO BE ENCASED 10 FEET EACH SIDE OF THE CROSSING. IN ADDITION TO THIS ENCASEMENT, THE WATER LINE MUST BE DUCTILE IRON PIPE 10 FEET EACH SIDE OF THE CROSSING, FULL SECTION CENTERED ON CROSSING. THE PROPER CORROSION PROTECTION MUST BE ADHERED TO WHENEVER DIP IS UTILIZED.

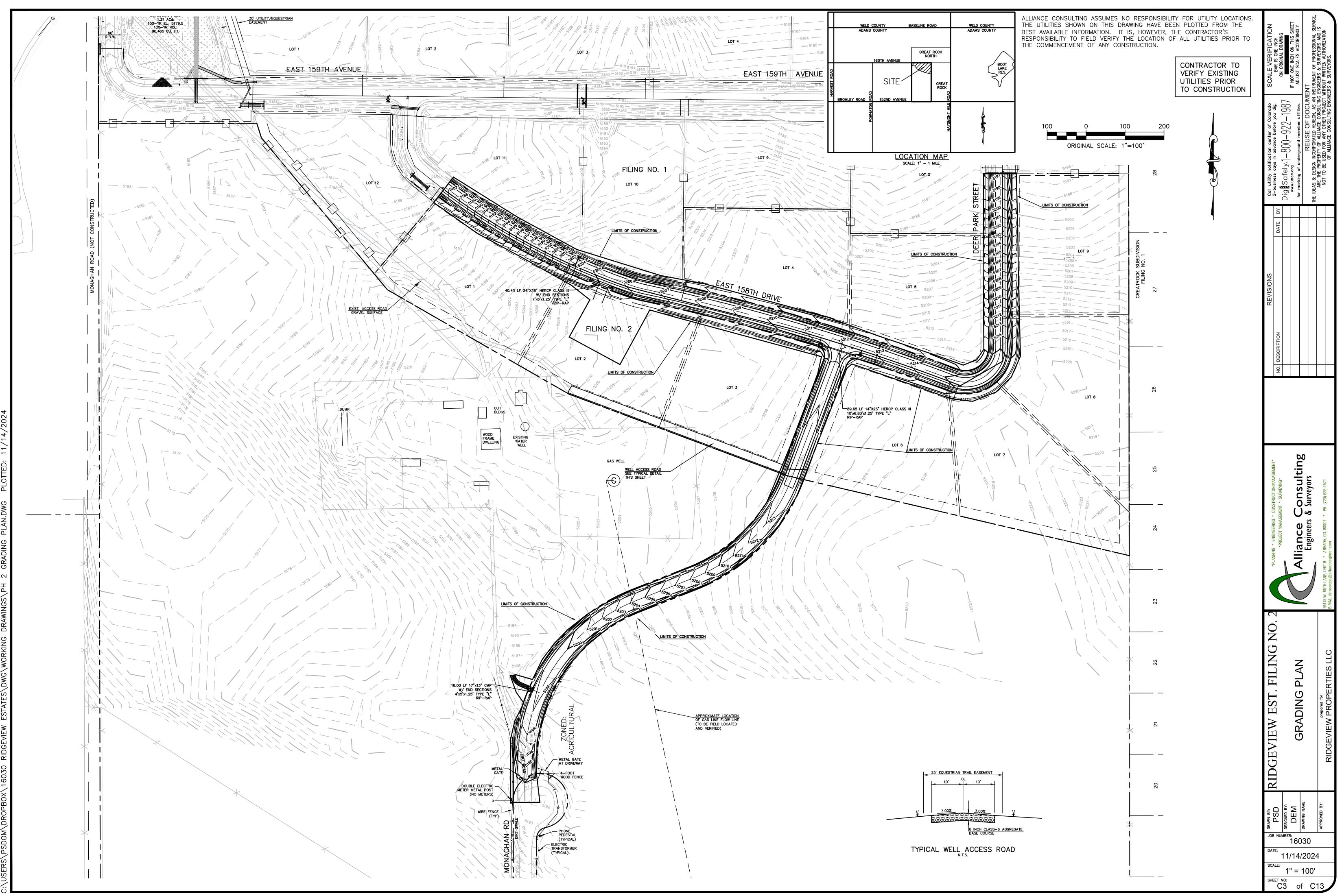
2. STORM SEWER LINE CROSSING OVER A WATER LINE: ENCASE THE STORM SEWER LINE JOINTS NO MATTER WHAT THE VERTICAL CLEARANCE IS (10 FEET EACH SIDE OF THE CROSSING). IF THE VERTICAL CLEARANCE IS LESS THEN 18 INCHES, THE WATER LINE MUST ALSO BE DIP. DIP MAY BE USED IN LIEU OF AN ENCASEMENT IF THE STORM SEWER LINE IS DIP FOR A DISTANCE OF AT LEAST TEN (10) FEET ON EACH SIDE OF THE CROSSING. THE PROPER CORROSION PROTECTION MUST BE ADHERED TO WHENEVER DIP IS USED.

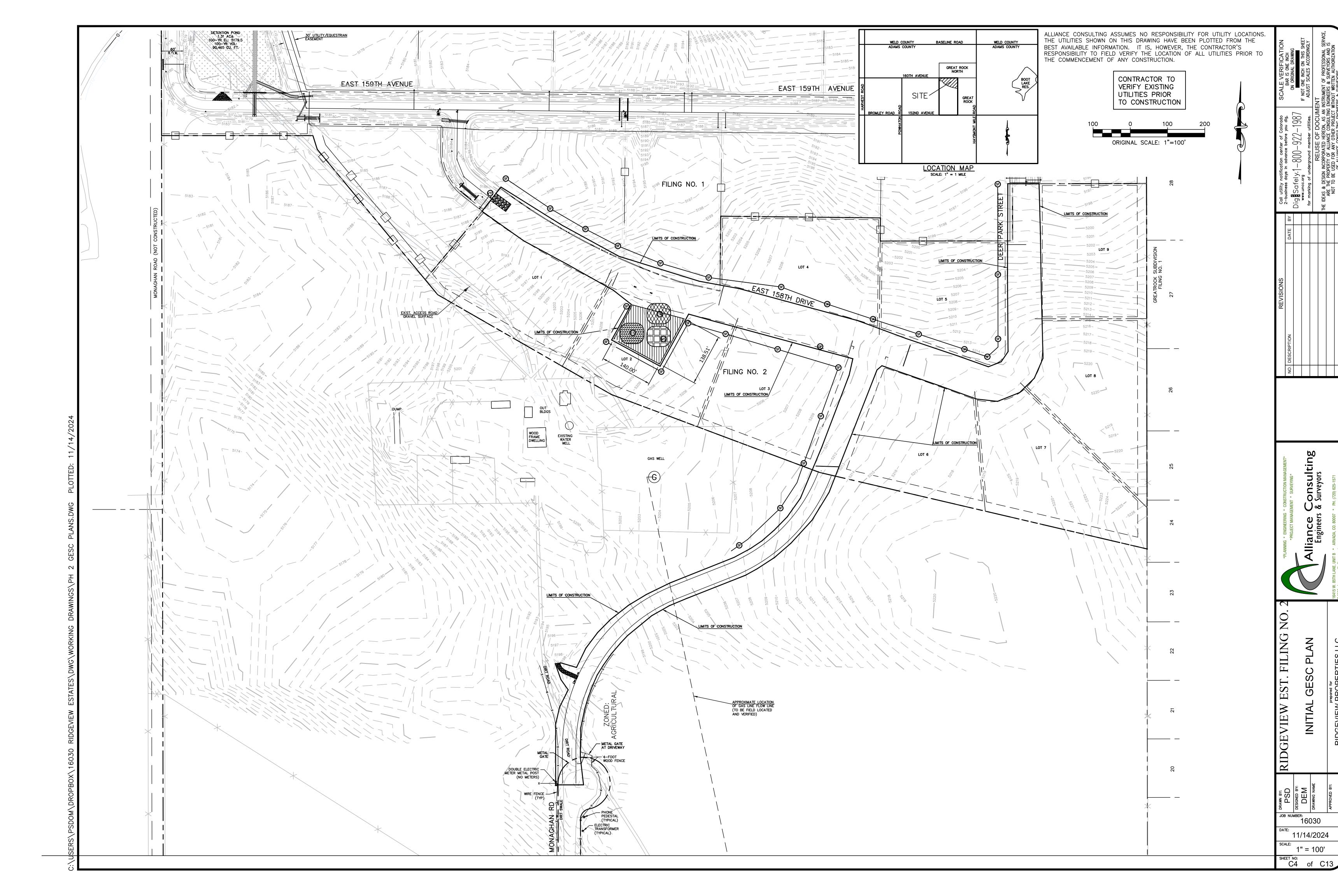
| SCHEDULE O | F DRIVEWAY CULVERTS      |
|------------|--------------------------|
| LOT NUMBER | CULVERT SIZE (CLASS III) |
| LOT 1      | 2-19"x30" HERCP (NORTH)  |
| LOT 2      | 24"x38" HERCP            |
| LOT 3      | 24"x38" HERCP            |
| LOT 4      | 18" RCP                  |
| LOT 5      | 18" RCP                  |
| LOT 6      | 19"x30" HERCP            |
| LOT 7      | 18" RCP                  |
| LOT 8      | 19"x30" HERCP            |
| LOT 9      | 19"x30" HERCP            |

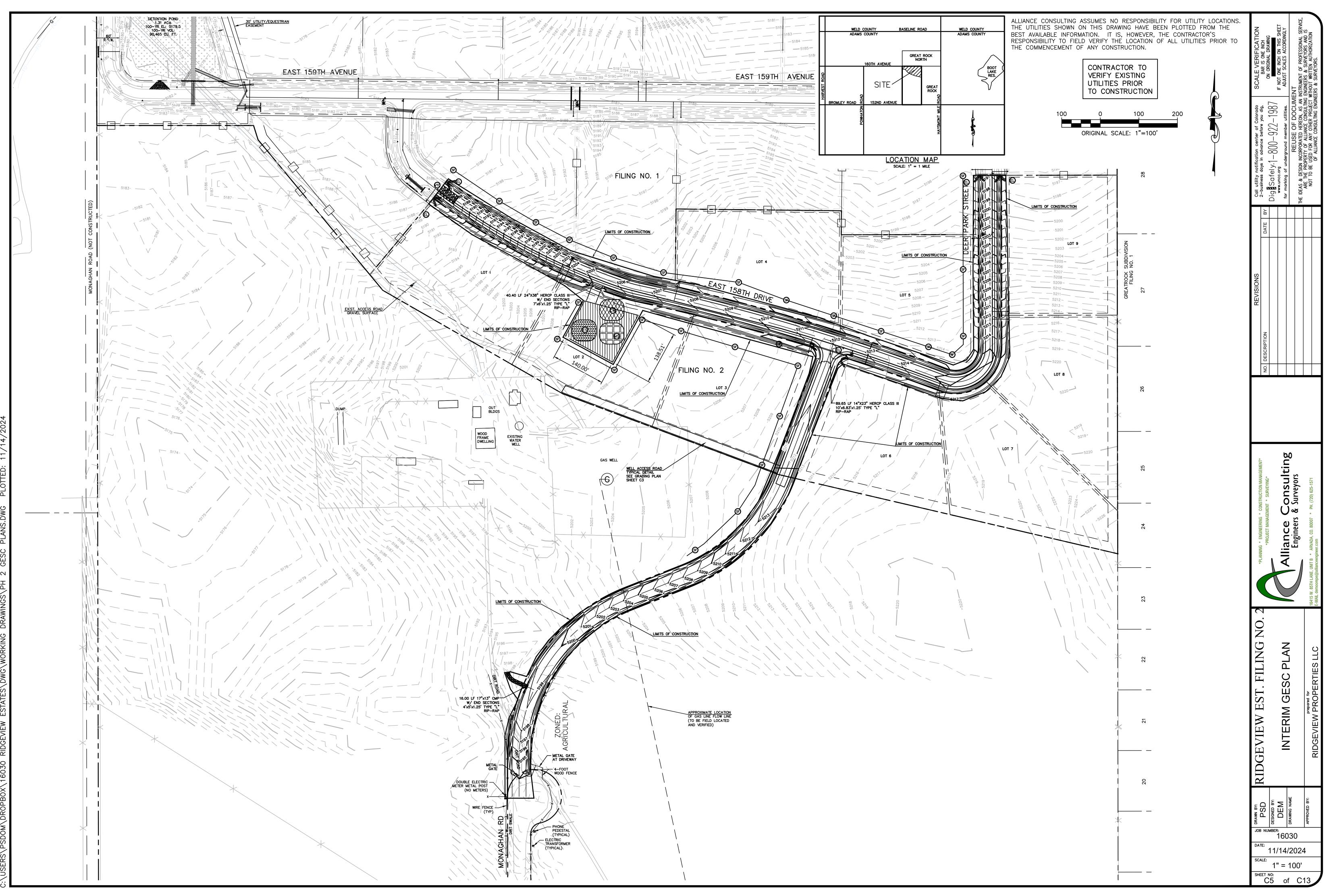
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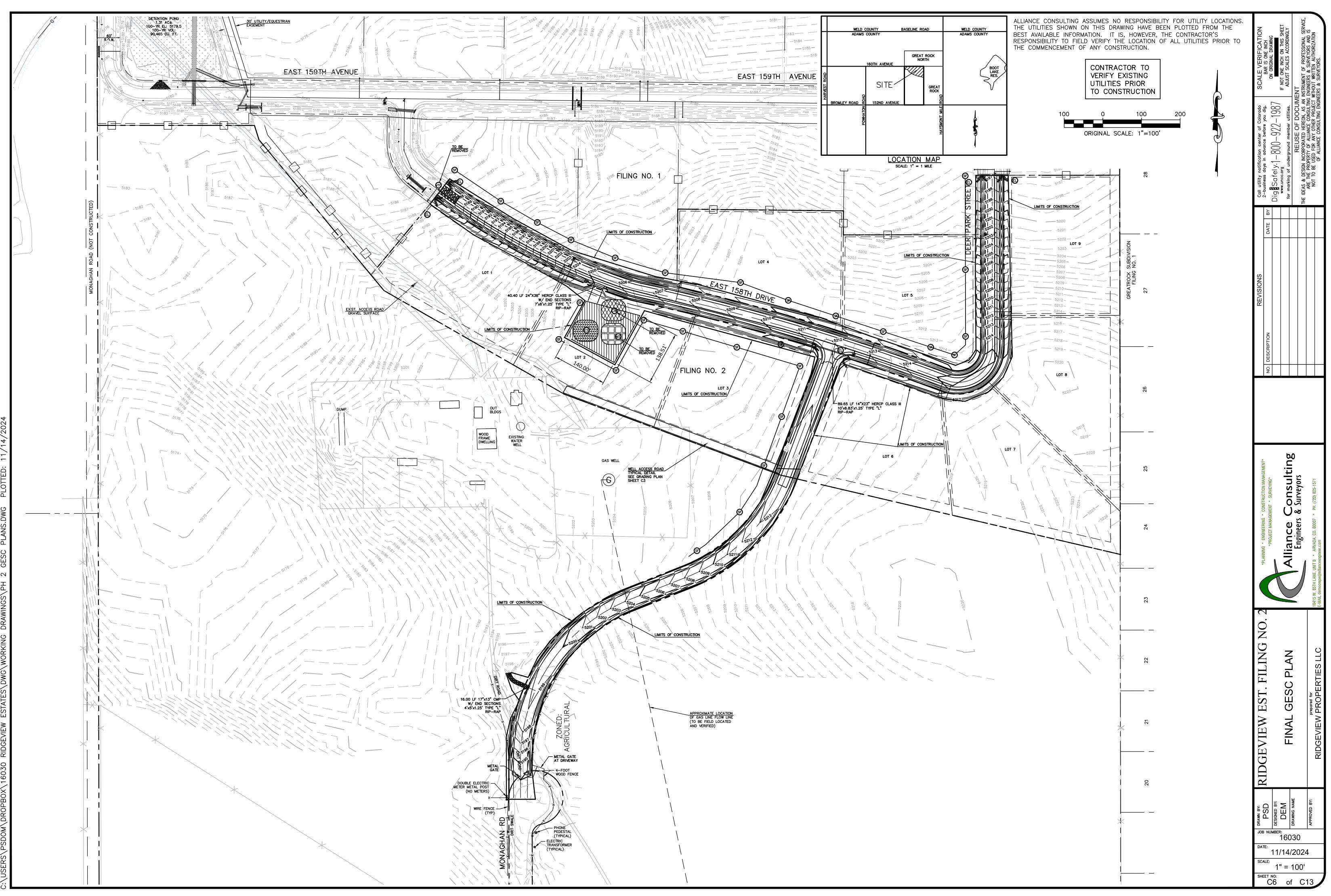
ALL CULVERTS ARE REQUIRED TO HAVE END SECTIONS UNLESS HEADWALLS ARE PROVIDED. ALL CULVERTS SHALL HAVE DOWN STREAM RIP RAP.

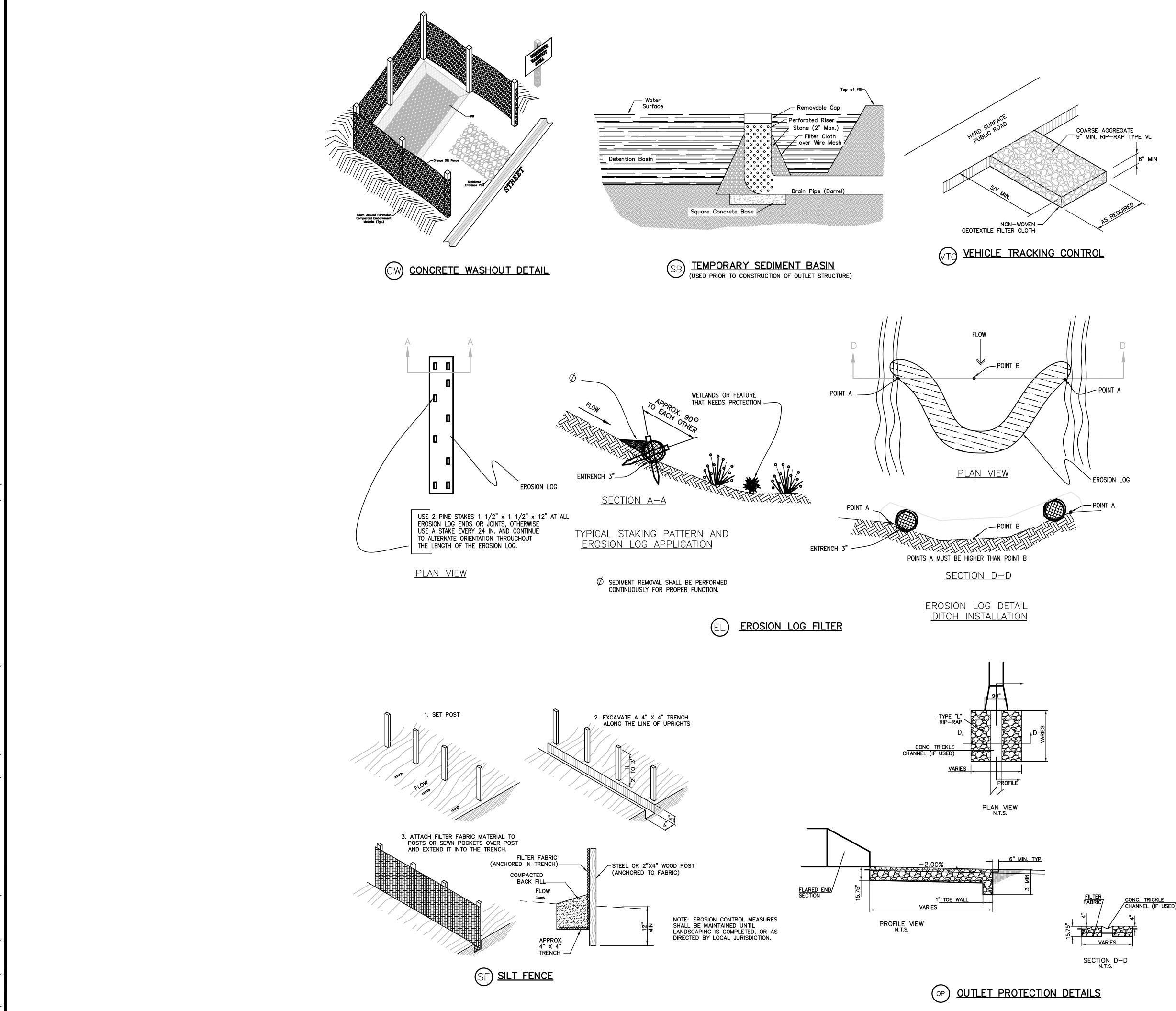
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| TRUCTION MANAGEMENT*                    | * SURVEYING*   |                                    | one ulting  |             | urveyors  | 700) 695-1571   |   |  |
| *PI ANNING * ENGINEERING * CONSTRUCTION | * PROJECT MANAGEMENT * SURVEYING*                          |                                    | Alliance Cons   |             | Engineers & Survey  |   | 16415 W. 85TH LANE, UNIT B * ARVADA, CO. 80007 * PH. (720) 625-1<br>E-MAIL demoorepe@allianceengineer.com |  |
| SINING IA*                              |  | I                                  |   |             |   | THI ANE INIT B * ADV  | E-MAIL demoorepe@allianceengineer.com   |  |
| C                                       |  |                                    |   |             |   | 16/15 W 85  | E-MAIL demo   |  |
| C UN D'UI IN EXT EII ING NO D           |  |                                    |   |             |   | prepared for  | IEW PROPERTIES LLC  |  |
| RIDGEVIE                                |  |                                    |   |             | RIDGEVII  |   |   |  |
| BRAWN BY:                               | USU<br>1   |                                    |   | DRAMNG NAME | <u></u>   | APPROVED BY:  |   |  |
| DAT                                     |  | 11/                                |   | /2(         | )24   | 1   |   |  |
| SCA                                     |  | N                                  |   | N           |   |   |   |  |







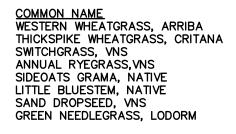




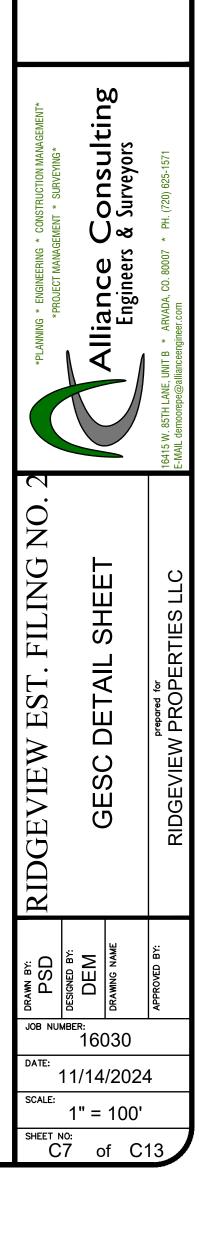
# <u>SITE NOTES</u>

- 1. THE MAJORITY RIDGEVIEW ESTATES SITE IS MADE UP OF SANDY LOAM OF THE BLAKELAND-TRUCKTON ASSOCIATION APPROXIMATELY 70% WHICH ARE CLASSIFIED IN HYDROLOGIC GROUP 'A'. THE REMAINING 30% OF THE SITE IS MADE UP OF OTHER LOAMY SANDS SUCH AS THE TRUCKTON AND VONA-ASCALON WHICH ARE CLASSIFIED IN HYDROLOGIC GROUP 'B'. BOTH TYPES OF SOIL ARE WELL TO EXCESSIVELY DRAINED SOILS WITH LOW POTENTIAL FOR SOIL EROSION IF PROPER SLOPES ARE MAINTAINED.
- 2. THERE ARE NO EXISTING SPRINGS, STREAMS, WETLANDS, OTHER SURFACE WATERS WITHIN THE BOUNDARIES OF THE RIDGEVIEW ESTATES PROPERTY. IN ADDITION THE 100-YEAR FLOOD PLAIN LIES OUTSIDE OF THE PROPERTY BOUNDARY.
- 3. SILT FENCING AND VEHICLE TRACKING CONTROLS ON-SITE AS WELL AS EROSION LOGS IN EAST 160TH AVENUE SHALL BE INSTALLED PRIOR TO THE BEGINNING OF CONSTRUCTION. SUBSEQUENT EROSION LOGS, OUTLET PROTECTION,





| % OF MIX |
|----------|
| 20.00%   |
| 15.00%   |
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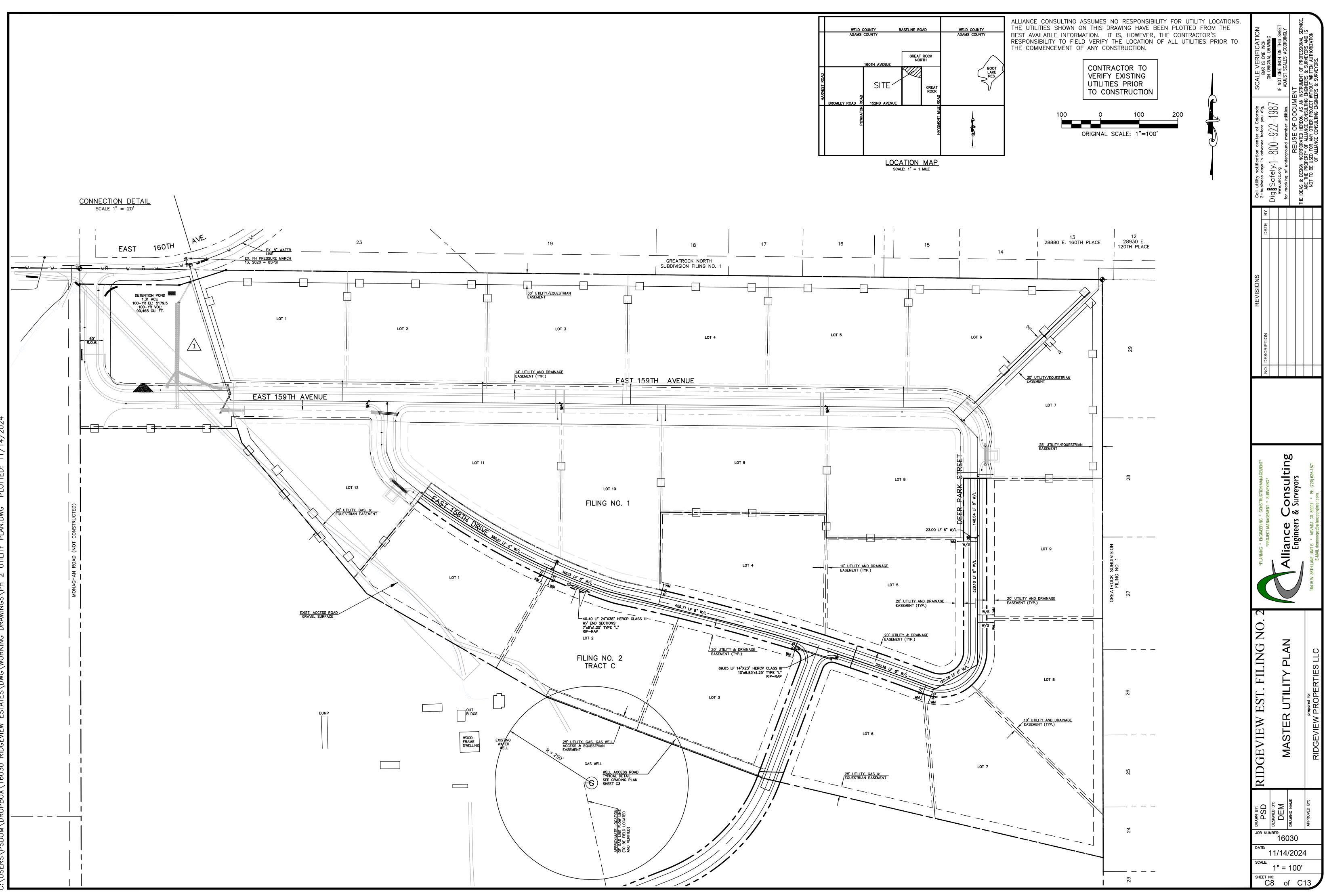
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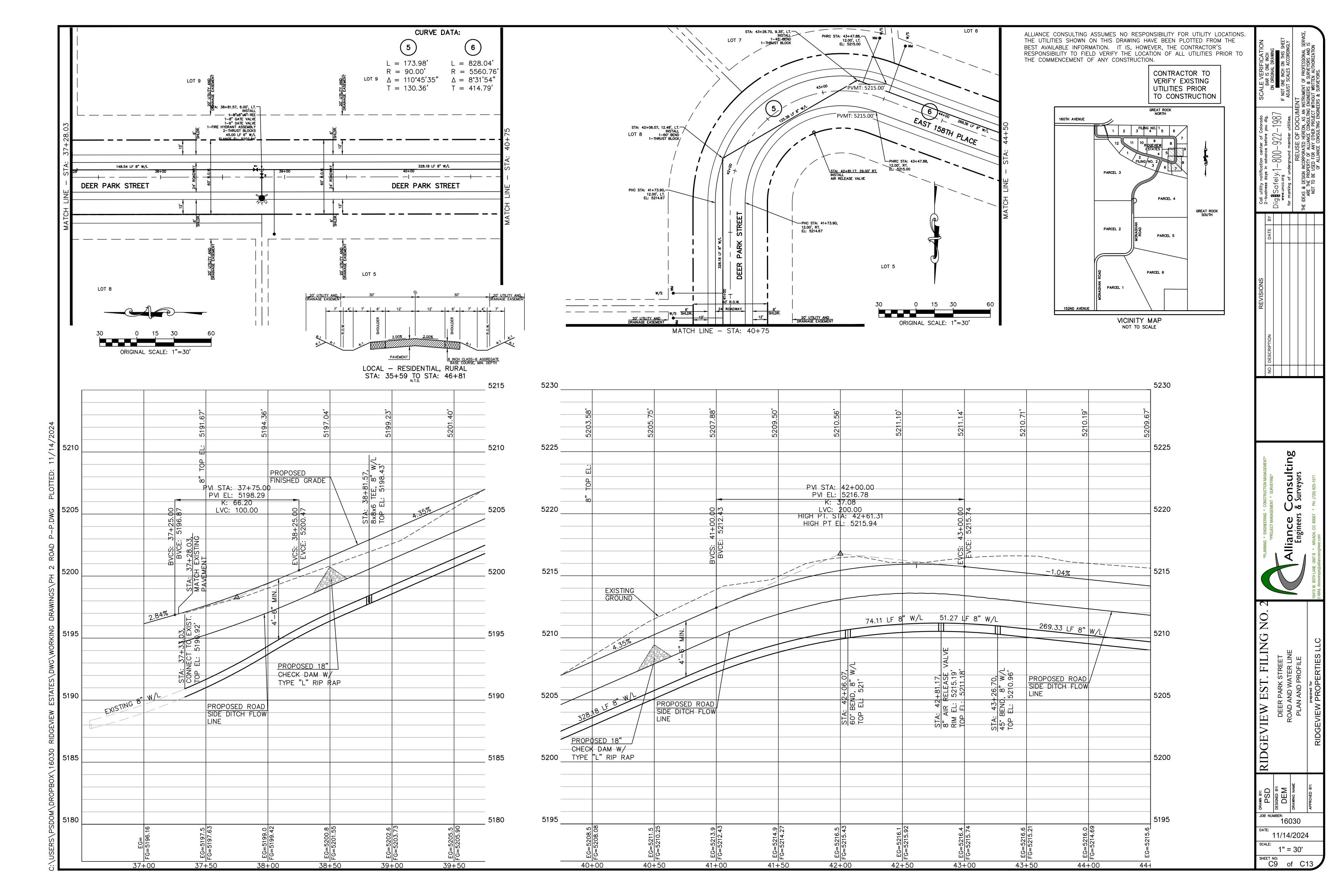
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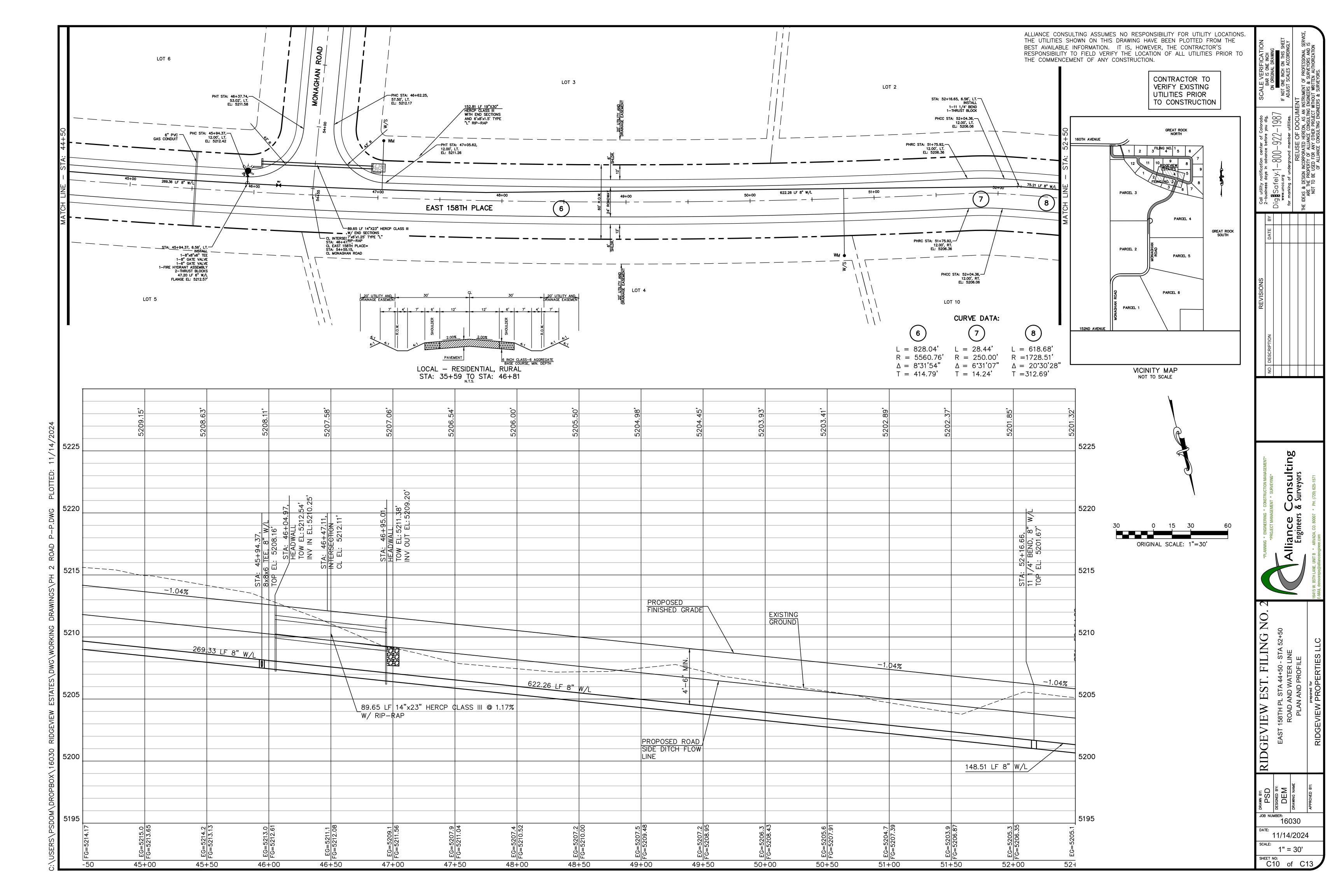
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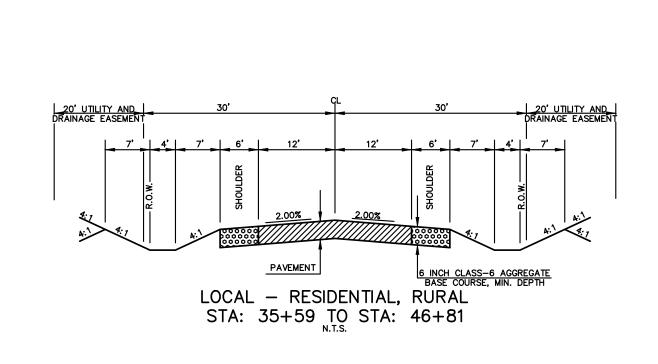
(NS) NATIVE SEED MIX

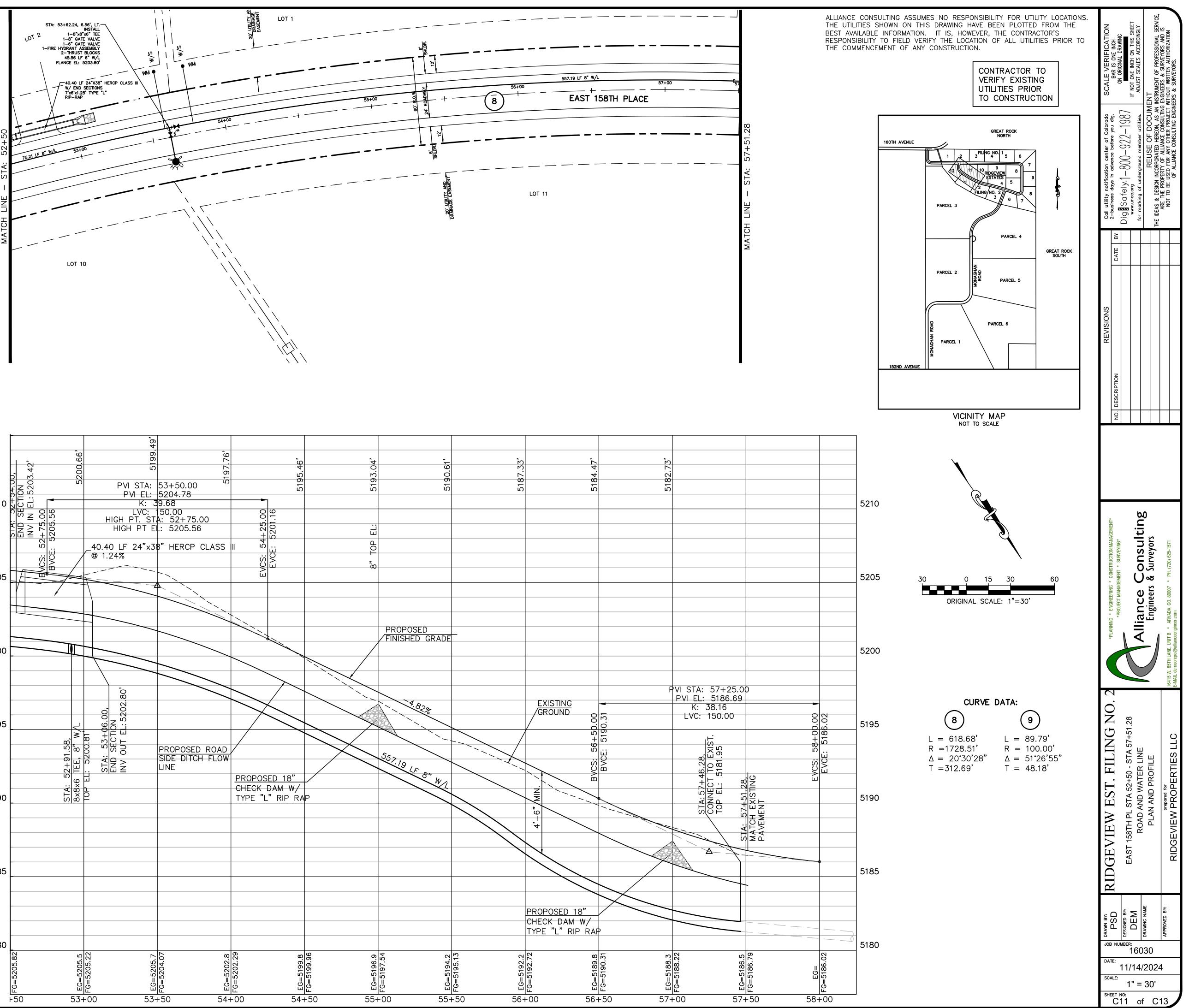


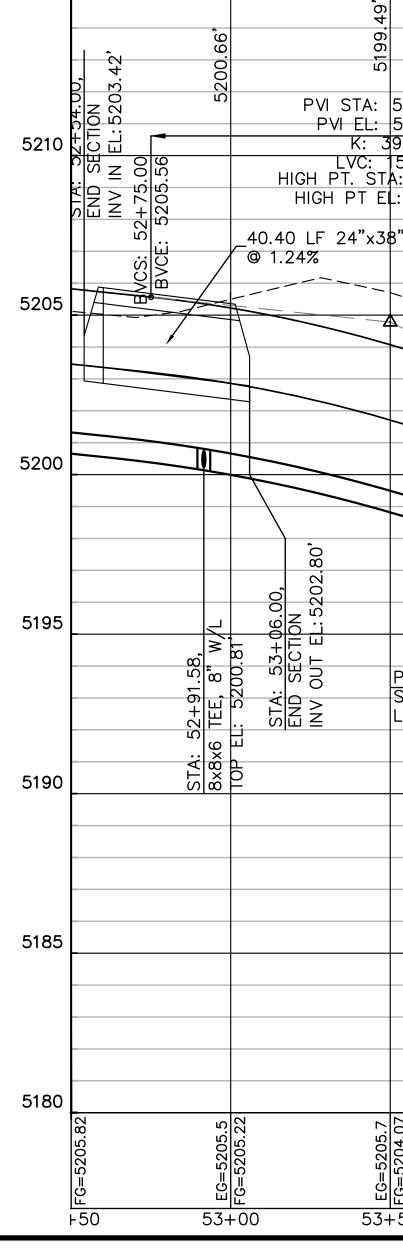




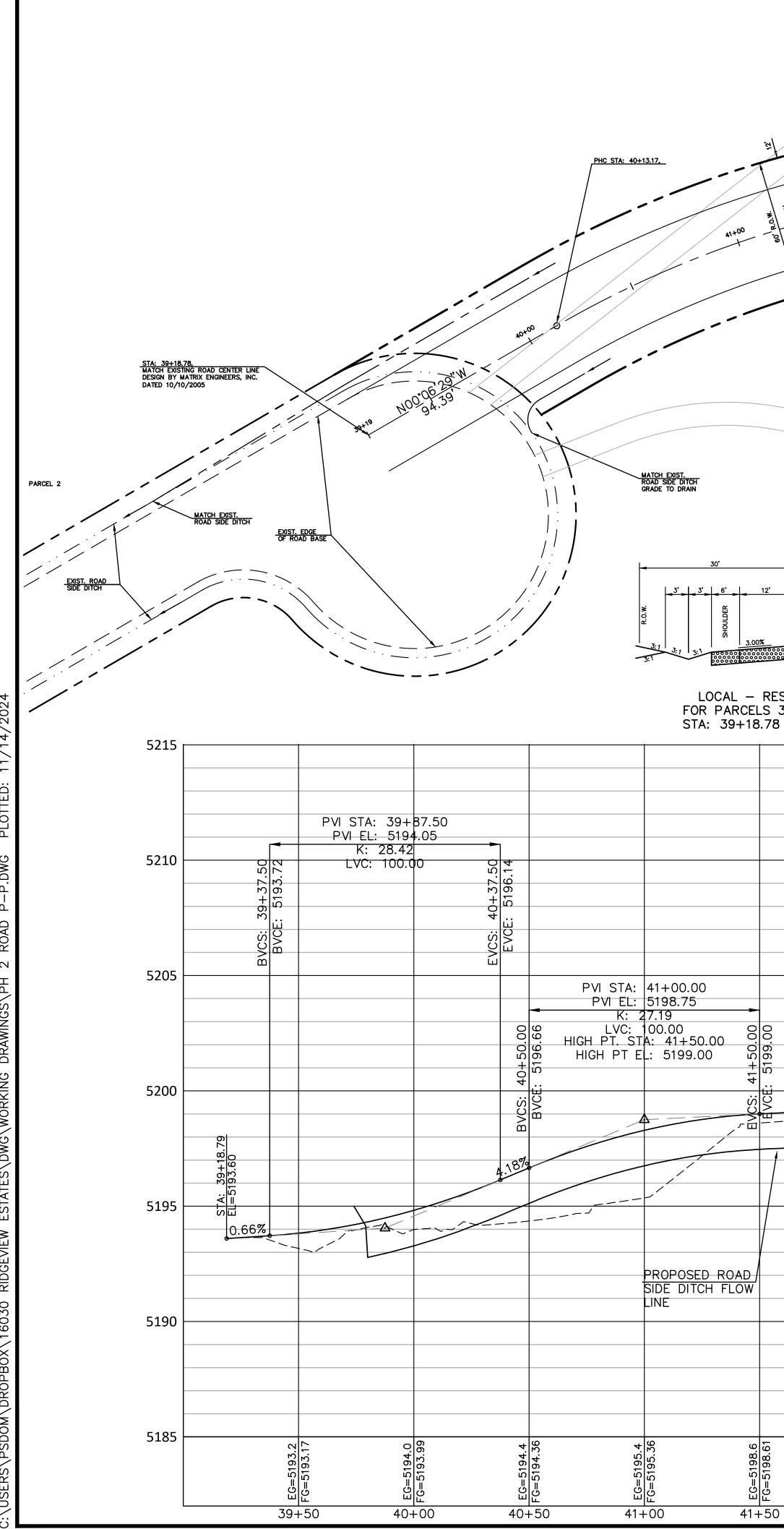




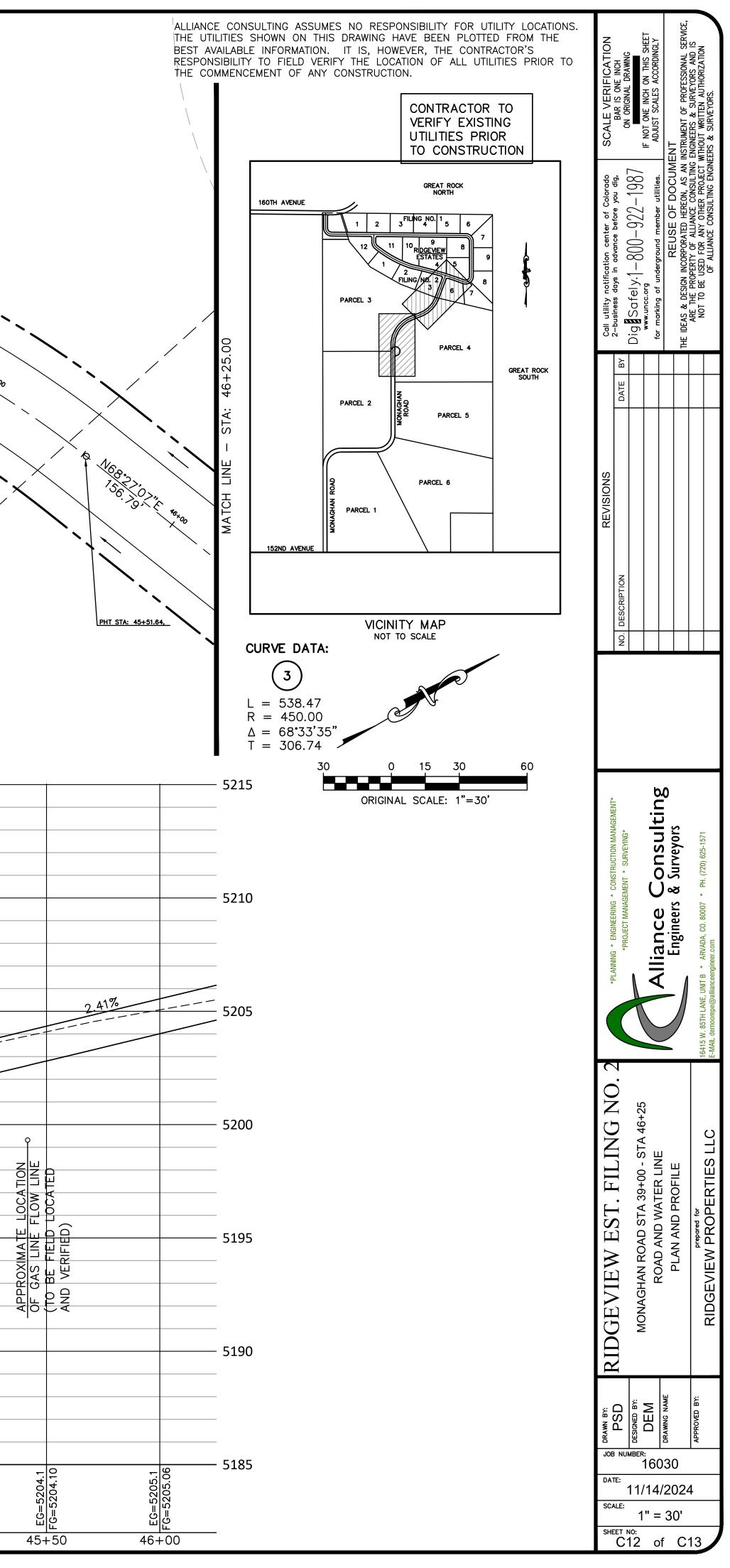


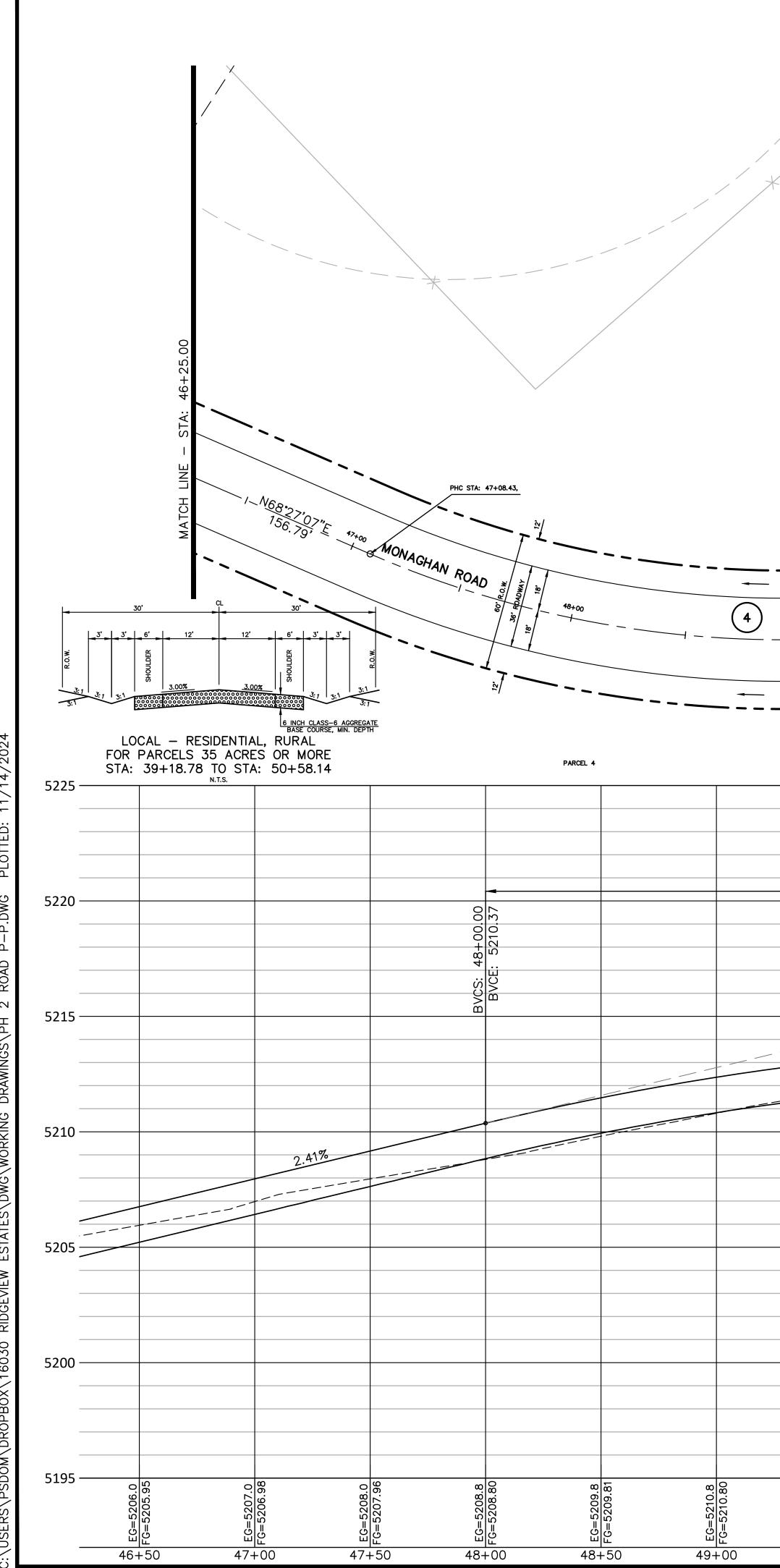


| 5197.76                          | 4<br>Ú  |              |                           |                         |   |            |   |
|----------------------------------|---|--------------|---------------------------|-------------------------|---|------------|---|
| 19                               | र्च   | <u>5 4 7</u> | ,<br>                     | м<br>м                  | 4   | , M<br>M   |   |
| ìo                               | י<br>ע<br>ס                                     | 5 N          | 5190.61                   |                         |   |            |   |
| 55+50.00                         | ج<br>10   | 51,0         | 515                       | 518                     | 518   |            |   |
| 5204.78<br>9.68                  | <b></b>   |              |                           |                         |   |            |   |
| 50.00                            | 16  |              |                           |                         |   |            |   |
| A: 52+75.00<br>.: 5205.56        | 1+25.00<br>5201.16                              |              |                           |                         |   |            |   |
|                                  |   |              |                           |                         |   |            |   |
| "HERCP CLASS                     | )''  LJ   | ТОР          |                           |                         |   |            |   |
|                                  | EVCE:   | ,<br>m       |                           |                         |   |            |   |
|                                  |   |              |                           |                         |   |            |   |
|                                  |   |              |                           |                         |   |            |   |
|                                  |   |              |                           |                         |   |            |   |
|                                  | <.  |              |                           |                         |   |            |   |
|                                  |   |              | PROPOSED                  |                         |   |            |   |
|                                  |   |              | FINISHED GRADE            |                         |   |            |   |
|                                  |   |              |                           |                         |   |            |   |
|                                  |   |              |                           |                         |   |            |   |
|                                  |   |              |                           |                         |   |            |   |
|                                  |   |              |                           |                         |   | P          | VI STA: 57-   |
|                                  |   |              | 4.828                     |                         | EXISTING  | -          | PVI EL: 518   |
|                                  |   |              |                           |                         |   | <u>2</u>   | K: 38.1<br>LVC: 150                                   |
|                                  |   | $\searrow$   |                           |                         | 0.0   | 0          |   |
|                                  |   |              |                           |                         | + CL  | E: 5190.31 | Ľ.  |
| PROPOSED ROAD<br>SIDE DITCH FLOW |   |              | 50                        |                         | 56  | بن         | 95<br>95  |
|                                  |   |              | $\langle \rangle_{1_{2}}$ |                         |   |            | ~ <u></u>   |
| LINE                             |   |              |                           |                         | N SS  | ЭХ<br>С    |   |
| LINE                             | PROPOSED 18"                                    |              | .19 LF 8" W               |                         | BVCS  | B          | 518<br>518  |
| LINE                             | PROPOSED 18"                                    |              | 557.19 LF 8" W/L          |                         |   | BVCE       | 57+46.2<br>1ECT TO<br>FL: 518                         |
| LINE                             |   |              | .19 LF 8" W/L             |                         | WIN   | B          | TA: 57+46.2<br>DNNECT TO<br>DP FL: 518                |
| LINE                             | PROPOSED 18"                                    |              | .19 LF 8" W/L             |                         | -6" MIN.  | BVG        | STA: 57+46.28,<br>CONNECT TO EXIST<br>TOP FL: 5181.95 |
| LINE                             | PROPOSED 18"                                    |              | .19 LF 8" W/L             |                         | WIN   | BVG        | CONNECT TO<br>TOP FI: 518                             |
| LINE                             | PROPOSED 18"                                    | AP           | .19 LF 8" W/L             |                         | -6" MIN.  | BVG        | STA: 57+46.2<br>CONNECT TO<br>TOP FI: 518             |
| LINE                             | PROPOSED 18"                                    |              | .19 LF 8" W/L             |                         | -6" MIN.  | BVG        | STA: 57+46.2<br>CONNECT TO<br>TOP FI: 518             |
| LINE                             | PROPOSED 18"                                    |              | .19 LF 8" W/L             |                         | -6" MIN.  | B          |   |
| LINE                             | PROPOSED 18"                                    |              | .19 LF 8" WY              |                         | -6" MIN.  | B          |   |
|                                  | PROPOSED 18"                                    |              | NO LE 8" WY               |                         | -6" MIN.  | B          |   |
|                                  | PROPOSED 18"                                    |              | NO LE 8" WY               |                         | 4'-6" MIN.  | B          |   |
|                                  | PROPOSED 18"                                    |              | NO LE 8" WY               |                         | PROPOSED 18"  |            |   |
|                                  | PROPOSED 18"                                    |              | -19 LF 8" WY              |                         | PROPOSED 18"  |            |   |
|                                  | PROPOSED 18"                                    |              | -19 LF 8" WY              |                         | 4'-6" MIN.  |            |   |
|                                  | PROPOSED 18"<br>CHECK DAM W/<br>TYPE "L" RIP R/ |              |                           |                         | PROPOSED 18"<br>CHECK DAM W/<br>TYPE "L" RIP RAF  |            |   |
|                                  | PROPOSED 18"<br>CHECK DAM W/<br>TYPE "L" RIP R/ |              |                           |                         | PROPOSED 18"<br>CHECK DAM W/<br>TYPE "L" RIP RAF  |            |   |
| 5204.07                          | PROPOSED 18"<br>CHECK DAM W/<br>TYPE "L" RIP R/ |              |                           |                         | PROPOSED 18"<br>CHECK DAM W/<br>TYPE "L" RIP RAF  |            |   |
| EG=5204.07                       | PROPOSED 18"<br>CHECK DAM W/<br>TYPE "L" RIP R/ | EG=5199.96   | FG=5197.54 EG=5194.2      | FG=5195.13<br>EG=5192.2 | FG=5192.72<br>Building for the formation of |            | FG=5188.22  |



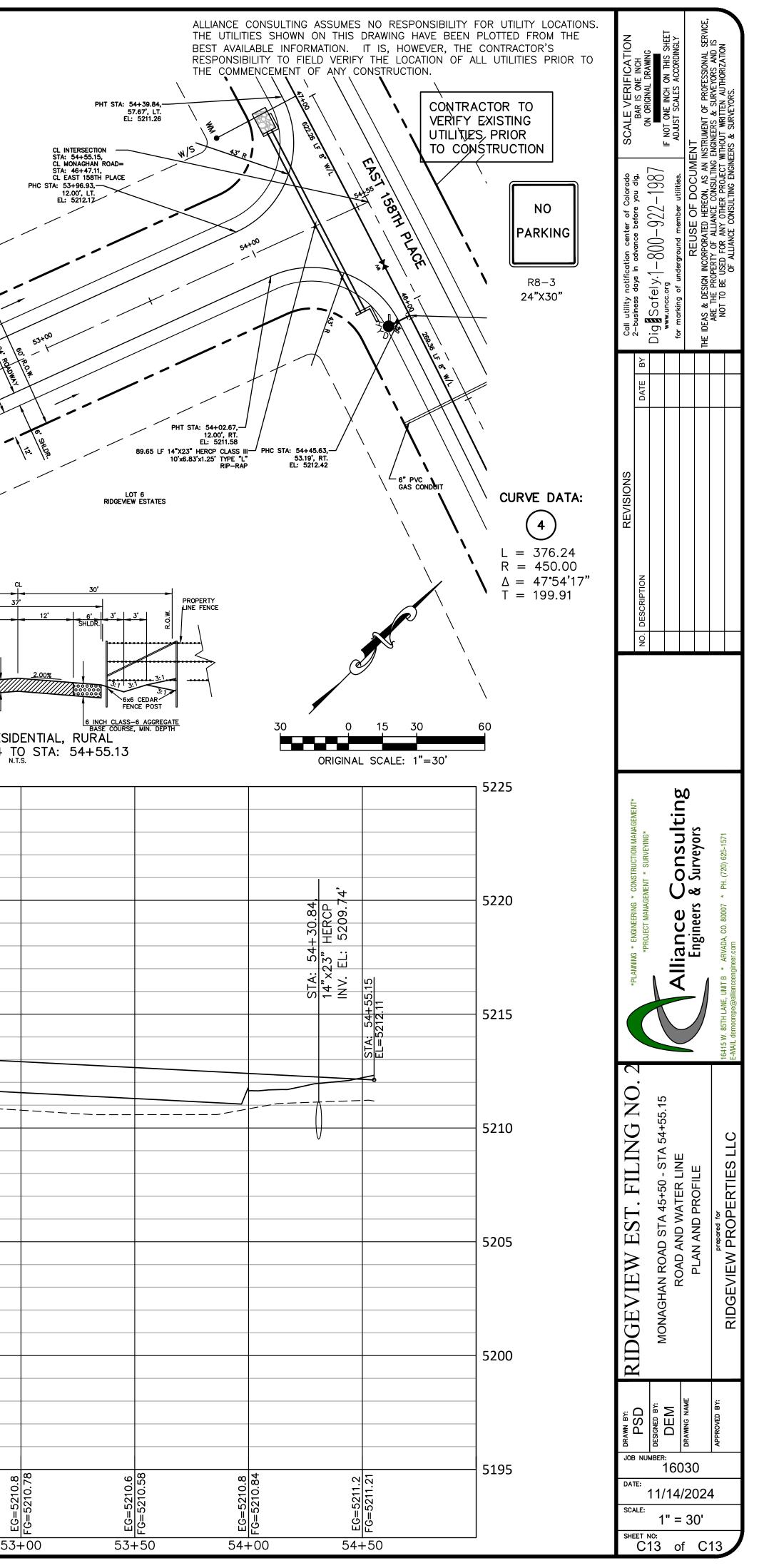
|  |  | / /                                  |            |  |                  |  |            |
|--|--|--------------------------------------|------------|--|------------------|--|------------|
|  | •  |                                      |            | PARCEL 3   |                  |  |            |
|  |  | PROPOSED DRIVEWAY<br>REALIGNMENT     |            |  |                  |  |            |
|  | WAY  |                                      |            |  |                  |  |            |
| EXIST. DRIV                                      | ENA  | PROPOSED<br>DITCH                    |            |  |                  |  |            |
| ENST.  |  |                                      |            |  |                  |  |            |
|  | 42+00  | MONAG                                | HAN ROAD   |  |                  |  |            |
| 1  | 42+00  |                                      | (3)        | +  |                  |  |            |
| eo'R.o.m.  |  |                                      | -          |  | 44+00            |  |            |
|  | PROPOSED   |                                      |            |  |                  |  | <b>```</b> |
|  | PROPOSED<br>DITCH                                    | 5                                    |            |  |                  |  |            |
|  |  |                                      |            |  |                  |  | *5+00      |
|  |  |                                      |            |  |                  |  |            |
|  |  |                                      |            |  |                  |  |            |
|  |  |                                      |            |  |                  | APPROXIMATE LOCATION<br>OF GAS LINE FLOW LINE<br>(TO BE FIELD LOCATED<br>AND VERIFIED) | ×          |
|  | EXIST  |                                      |            |  |                  |  | × / ×      |
|  | ·  | DRIVEWAY                             |            |  |                  | /  | /          |
|  |  | RCEL 4                               |            |  |                  |  |            |
|  |  |                                      |            |  |                  |  |            |
| 80000000000000000000000000000000000000           |  |                                      |            |  |                  | /  |            |
| 6 IN<br>BA:                                      | <u>CH CLASS-6 AGGREGATE</u><br>SE COURSE, MIN. DEPTH |                                      |            |  |                  |  |            |
| ESIDENTIAL, RUF<br>35 ACRES OR<br>78 TO STA: 50+ | RAL<br>MORE  |                                      |            |  |                  |  |            |
| N.T.S.   | UZ,  |                                      |            |  |                  |  |            |
|  | 12,  |                                      |            |  |                  |  |            |
| 93.67  | 5197   |                                      | Þ          | VI STA: 43+75 00   |                  |  |            |
| FES<br>:: 41+93.67.                              | <br><u>Z</u>   |                                      |            | VI STA: 43+75.00<br>PVI EL: 5200.12<br>K: 78.49<br>LVC: 150.00 | ▶                |  |            |
| 15" F<br>STA:                                    | ><br>Z   | 43+00.00<br>- 5199 75                |            | LVC: 150.00  | 50.00            | : 5201.93  |            |
|  | FES  | + 4 3<br>+ 5 4<br>+ 5 1              |            |  | 4<br>4<br>+      | ين<br>بن   |            |
|  | 97.80  | BVCS: 4<br>BVCS: 4                   |            |  | EVCS:            | EVCE:  |            |
|  | = 515  |                                      |            |  |                  |  |            |
| )<br>)   | FES<br>42+<br>0UT                                    |                                      |            |  |                  |  |            |
|  | 15"<br>STA:<br>NV.                                   |                                      |            |  |                  |  |            |
|  | 0.50%  |                                      |            |  |                  |  |            |
|  |  |                                      |            |  |                  |  |            |
| 1  | 16.00 LF 17";<br>@ 0.50%                             | x13" CMP                             |            |  |                  |  | (          |
|  |  |                                      |            |  |                  |  |            |
|  |  |                                      |            |  |                  |  |            |
|  |  |                                      |            |  |                  |  |            |
|  |  |                                      |            |  |                  |  |            |
|  |  |                                      |            |  |                  |  |            |
|  |  |                                      |            |  |                  |  |            |
|  |  |                                      |            |  |                  |  |            |
| 8.000  | <u>98.79</u><br>97.8                                 | 97.76<br>96.5<br>16.54               | 90<br>8.90 | 96.9<br>98.9   | 98.86<br>00.7    | 00.67<br>02.7  | 02.66      |
| EG=515   | FG=5198.79<br>EG=5197.8                              | FG=5197.76<br>EG=5196.5<br>FG=5196.5 | EG=5196.8  | FG=5196.78<br>EG=5198.9  | FG=51(<br>EG=52) | FG=5200.67<br>EG=5202.7  | FG=52(     |
|  | +00 42-  | +50 43+0                             | )0 43+     | 50 44-   | -00 44-          | ⊧50 45-  | +00        |





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|                  |  |   |                 | WELL ACCESS ROAD<br>TYPICAL DETAIL<br>SEE GRADING PLAN<br>SHEET C3 | RIDGE                                | LOT 3<br>EVIEW ESTATES                |  | Pł                         |
|------------------|--|---|-----------------|--|--------------------------------------|---------------------------------------|--|----------------------------|
|                  |  |   |                 |  |                                      | 52+00 N20°32'F                        |  | 68: 18:0.11. T             |
| 49+00<br>        | PARCEL 3<br>ROY MARION   | STA: 50+58<br>BEGIN ASPH<br>PAVEMENT<br>50+00 |                 | A SILON  | NAGHAN ROAD<br>6" PVC<br>GAS CONDUIT | PROPERTY<br>LINE FENCE                | 30'  | CL                         |
|                  |  |   |                 | PHT STA: 50+84.67,   |                                      | 6x6 CEDAR<br>FENCE POST               | 2.00%<br>2.00%<br><u>PAVEMENT</u><br>6x6 CEDAR<br>FENCE POST<br>LOCAL – RESIL<br>STA: 50+58.14 T<br>N. |                            |
|                  | PVI STA: 49+75.00<br>PVI EL: 5214.59<br>K: 119.55<br>LVC: 350.00<br>FT. STA: 50+88<br>GH PT EL: 5213.8 |   |                 |  | EVCE: 5213.69                        |                                       |  |                            |
|                  |  |   |                 | PROPOSED ROAD<br>SIDE DITCH FLOW<br>LINE                           |                                      |                                       | -0.52%   |                            |
|                  |  |   |                 |  |                                      |                                       |  |                            |
| +6F<br>EG=5211.8 | G FG=5211.76<br>G EG=5212.2  |   | -FG=5212.31<br> | - FG=5212.05<br>- IG<br>EG=5211.7                                  | -25 05+<br>EG=5211.72<br>EG=5211.4   | FG=5211.40<br>EG=5211.40<br>EG=5211.1 | + 50<br>53<br>53<br>53<br>53<br>53   | FG=5210.08<br>O FG=5210.78 |



# **RIDGEVIEW ESTATES - FILING NO. 2**

# DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS, THAT RIDGEVIEW PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY, OWNER OF RIDGEVEW ESTATES - FILING NO. 2, BEING THE OWNER OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT C OF RIDGEVIEW ESTATES, FILING NO. 1, RECORDED SEPTEMBER 9, 2020 AS RECEPTION NO. 2020000089557

BASIS OF BEARINGS: THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS SOUTH 00°05'13" EAST BETWEEN A FOUND ⅔ INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED LS 25937 AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AND A FOUND NO. 5 REBAR WITH A 1.5 INCH YELLOW PLASTIC CAP STAMPED LS 29414 ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 10, AT THE NORTHEAST CORNER OF PARCEL 4, AS SHOWN ON A LAND SURVEY PLAT FOR KALLSEN PROPERTY, DEPOSITED WITH ADAMS COUNTY IN BOOK 1 AT PAGE 3125.

COMMENCING AT A FOUND ¾-INCH REBAR WITH 2-INCH DIAMETER ALUMINUM CAP STAMPED LS 25937 AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10:

THENCE SOUTH 00 DEGREES 05 MINUTES 13 SECONDS EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 10, A DISTANCE OF 513.91 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 28283 AT THE SOUTHEAST CORNER OF LOT 7, RIDGEVIEW ESTATES - FILING NO. 1, RECORDED SEPTEMBER 9, 2020, AS RECEPTION NO. 2020000089557, THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 05 MINUTES 13 SECONDS EAST, CONTINUING ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 10, A DISTANCE OF 981.77 FEET TO A FOUND NO. 5 REBAR WITH A 1.5 INCH YELLOW PLASTIC CAP STAMPED LS 29414 AT THE NORTHEAST CORNER OF PARCEL 4, AS SHOWN ON A LAND SURVEY PLAT FOR KALLSEN PROPERTY, DEPOSITED WITH ADAMS COUNTY IN BOOK 1 AT PAGE 3125

THENCE DEPARTING SAID NORTH-SOUTH CENTERLINE NORTH 76 DEGREES 50 MINUTES 50 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL 4 A DISTANCE OF 858.34 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 6973 AT THE EASTERLY RIGHT-OF-WAY LINE OF FUTURE MONAGHAN MILE ROAD:

THENCE NORTH 76 DEGREES 50 MINUTES 50 SECONDS WEST, A DISTANCE OF 45.12 FEET;

THENCE NORTH 69 DEGREES 27 MINUTES 56 SECONDS WEST, A DISTANCE OF 15,26 FEET TO A FOUND NO. 5 REBAR WITH 1,5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 6973 AT THE WESTERLY RIGHT-OF-WAY LINE OF FUTURE MONAGHAN MILE ROAD AT THE NORTHEAST CORNER OF PARCEL 3 OF SAID LAND SURVEY PLAT FOR KALLSEN PROPERTY;

THENCE NORTH 69 DEGREES 27 MINUTES 56 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 3. A DISTANCE OF 581.72 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 29414;

THENCE NORTH 60 DEGREES 05 MINUTES 53 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY LINE OF PARCEL 3, A DISTANCE OF 537.87 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 29414;

THENCE NORTH 39 DEGREES 37 MINUTES 58 SECONDS WEST, A DISTANCE OF 52,58 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 28283 AT THE SOUTH-MOST CORNER OF LOT 12, RIDGEVIEW ESTATES - FILING NO. 1, RECORDED SEPTEMBER 9, 2020, AS RECEPTION NO. 2020000089557

THENCE DEPARTING THE NORTHERLY LINE OF SAID PARCEL 3 AND ALONG THE SOUTHEASTERLY LINE OF SAID LOT 12, NORTH 39 DEGREES 47 MINUTES 51 SECONDS EAST, A DISTANCE OF 257.71 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 158TH PLACE;

THENCE NORTH 36 DEGREES 47 MINUTES 18 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 158TH PLACE TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 11, RIDGEVIEW ESTATES -FILING NO. 1 AND BEING A POINT OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1698.51 FEET, A CHORD THAT BEARS SOUTH 59 DEGREES 43 MINUTES 30 SECONDS EAST WITH A CHORD DISTANCE OF 385.33 FEET:

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 386.17 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMTER YELLOW PLASTIC CAP STAMPED LS 28283 AT THE SOUTHEAST CORNER OF SAID LOT 11 AND THE SOUTHWEST CORNER OF LOT 10 OF SAID RIDGEVIEW ESTATES - FILING NO. 1:

THENCE ALONG THE SOUTHERLY LINE OF LOT 10 AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1698.51 FEET, A CHORD THAT BEARS SOUTH 68 DEGREES 47 MINUTES 22 SECONDS EAST WITH A CHORD DISTANCE OF 151.21 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 151.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CHORD THAT BEARS SOUTH 74 DEGREES 36 MINUTES 00 SECONDS EAST WITH A CHORD DISTANCE OF 25.02 FEET:

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5590.76 FEET, A CHORD THAT BEARS SOUTH 77 DEGREES 22 MINUTES 18 SECONDS EAST WITH A CHORD DISTANCE OF 95.18 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 28283 AT THE SOUTHEAST CORNER OF SAID LOT 10

THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 158TH PLACE AND ALONG THE EASTERLY LINE OF SAID LOT 10 NORTH 00 DEGREES 36 MINUTES 57 SECONDS EAST, A DISTANCE OF 200.79 FEET TO A FOUND ¾- BRASS INCH DIAMETER WASHER STAMPED LS 28283 SET ON THE TOP OF A FENCE CORNER POST AT THE SOUTHWEST CORNER OF LOT 9 OF SAID RIDGEVIEW ESTATES - FILING NO. 1;

THENCE ALONG THE SOUTHERLY LINE OF LOT 9, SOUTH 89 DEGREES 23 MINUTES 03 SECONDS EAST, A DISTANCE OF 428.91 FEET TO A FOUND 3/- BRASS INCH DIAMETER WASHER STAMPED LS 28283 SET ON THE TOP OF A FENCE CORNER POST AT THE SOUTHEAST CORNER OF LOT 9 AND BEING A POINT ON THE WESTERLY LINE OF LOT 8 OF SAID RIDGEVIEW ESTATES - FILING NO. 1:

THENCE ALONG THE WESTERLY LINE OF SAID LOT 8, SOUTH 00 DEGREES 36 MINUTES 57 SECONDS WEST, A DISTANCE OF 62.28 FEET TO THE SOUTHWEST CORNER OF LOT 8;

THENCE ALONG THE SOUTHERLY LINE OF LOT 8, NORTH 89 DEGREES 54 MINUTES 47 SECONDS EAST, A DISTANCE OF 355.36 FEET TO THE SOUTHEAST CORNER OF LOT 8 AT THE WESTERLY RIGHT-OF-LINE OF DEER PARK STREET;

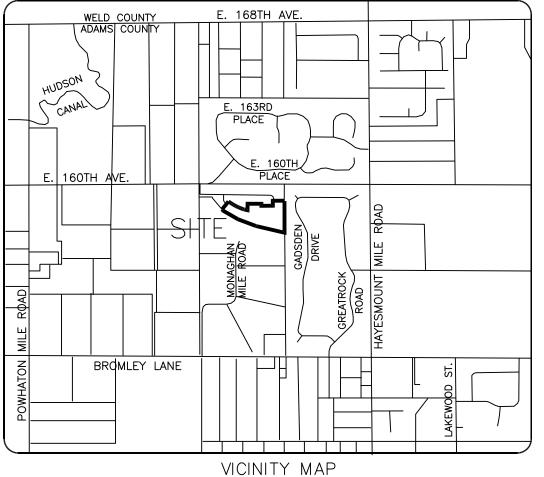
THENCE ALONG THE EASTERLY LINE OF LOT 8 AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF DEER PARK STREET, NORTH 00 DEGREES 05 MINUTES 13 SECONDS WEST, A DISTANCE OF 153.54 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 47 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF DEER PARK STREET AT THE SOUTHWEST CORNER OF LOT 7 OF SAID RIDGEVIEW ESTATES - FILING NO. 1;

THENCE ALONG THE SOUTHERLY LINE OF LOT 7, NORTH 89 DEGREES 54 MINUTES 47 SECONDS EAST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,133,132.4 SQUARE FEET OR 26.01 ACRES.

A PORTION OF THE NORTHWEST 1/4 OF SECTION 10, NOTES: TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO SHEET 1 OF 2 FINAL PLAT



SCALE: 1'' = 3.000'

ACKNOWLEDGMENT:

STATE OF COLORADO

|        |    |       | ) | SS |
|--------|----|-------|---|----|
| COUNTY | OF | ADAMS | ) |    |

THE FORGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_,

NOTARY PUBLIC

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES \_\_\_\_\_

LIENHOLDER CERTIFICATE - GREATROCK NORTH WATER AND SANITATION DISTRICT DECEMBER 06, 2018

THE UNDERSIGNED HEREBY CONSENT(S) TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM THE ENCUMBRANCE RECORDED AT RECEPTION NO. 2018000097841 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

| NAME - TITLE      |   |
|-------------------|---|
| STATE OF COLORADO | ) |

) SS. COUNTY OF \_\_\_\_

THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_. BY \_\_\_\_\_

THE WATER METER EASEMENTS WERE SUBSCRIBED AND SWO \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_. BY \_\_\_\_\_

NOTARY PUBLIC

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES \_\_\_\_

FINAL PLAT - RIDGEVIEW ESTATES - FILING NO. 2 PART OF THE NW 1/4 OF SEC. 10, T1S, R65W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 2. BASIS OF BEARINGS: THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS SOUTH 00°05'13" EAST BETWEEN A FOUND 3/4 INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED LS 25937 AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AND A FOUND NO. 5 REBAR WITH A 1.5 INCH YELLOW PLASTIC CAP STAMPED LS 29414 ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 10, AT THE NORTHEAST CORNER OF PARCEL 4, AS SHOWN ON A LAND SURVEY PLAT FOR KALLSEN PROPERTY, DEPOSITED WITH ADAMS COUNTY IN BOOK 1 AT PAGE 3125. COMMENCING AT A FOUND <sup>3</sup>/<sub>4</sub>-INCH REBAR WITH 2-INCH DIAMETER ALUMINUM CAP STAMPED LS 25937 AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10;.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OF LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S. THE SUBJECT PROPERTY IS NOT WITHIN A DESIGNATED F.E.M.A. FLOOD PLAIN AS DETERMINED BY THE FLOOD INSURANCE
- RATE MAP. COMMUNITY PANEL NUMBER 08001C036J. EFFECTIVE DATE SEPTEMBER 28, 2018. 5. EXPANSIVE SOILS ARE KNOWN TO EXIST ON THIS SITE. WHERE THESE CONDITIONS ARE FOUND TO EXIST, THE RECOMMENDATION OF A QUALIFIED SOILS ENGINEER SHALL BE FOLLOWED IN THE DESIGN AND CONSTRUCTION OF THE
- FOUNDATIONS AND FOOTINGS. THE HOMEOWNER'S ASSOCIATION SHALL BE CREATED AND IN PLACE PRIOR TO RECORDING OF THIS PLAT. ADAMS COUNTY IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF PRIVATE COVENANTS, CONDITIONS, AND RESTRICTIONS.
- ACCESS FOR ALL LOTS SHALL BE FROM THE INTERNAL ROAD SYSTEM.
- 9. TWENTY (20') WIDE UTILITY AND DRAINAGE EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ADJACENT TO ALL PUBLIC STREETS IN THE SUBDIVISION OR PLATTED AREA. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, CABLE, AND TELECOMMUNICATIONS FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS IN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.
- 10. D.I.A. NOISE IMPACTS MAY BE PREVALENT IN THIS SUBDIVISION. THE PROPERTY IS LOCATED NORTH OF THE 60LDN NOISE CONTOUR. NOISE IMPACTS ASSOCIATED WITH DENVER INTERNATIONAL AIRPORT, VAN AIRE SKYPORT, AND OTHER PUBLIC AND PRIVATE AIRPORTS MAY BE PREVALENT IN THIS SUBDIVISION.
- 11. ROCK CREEK SURVEYING, LLC, HAS RELIED UPON TITLE COMMITMENT ORDER NO. AB70755279, PREPARED BY LAND TITLE GUARANTEE COMPANY, AS ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE 12/22/2021 AT 5:00 P.M., FOR THE RESEARCH OF EASEMENTS, RIGHTS-OF-WAY, ENCUMBRANCES AND OTHER MATTERS OF RECORD AFFECTING THE SUBJECT PROPERTY. THIS SURVEY AND PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY ROCK CREEK SURVEYING, LLC., TO DETERMINE OWNERSHIP OR APPLICABLE EASEMENTS AND RIGHTS-OF-WAY.
- 12. MEASURED VALUES THAT DIFFER FROM RECORDED VALUES SHOULD BE DENOTED WITH (M). RECORDED VALUES SHOULD BE DENOTED WITH (R).
- 13. DRAINAGE EASEMENTS AS SHOWN ON THE PLAT ARE DEDICATED TO AND WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSE OF PROVIDING STORM WATER DRAINAGE THROUGHOUT THE SUBDIVISION AND FOR THE MAINTENANCE THEREOF. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF OBSTRUCTIONS TO THE FLOW AND/OR TO OBSTRUCTIONS TO MAINTENANCE ACCESS. CONSTRUCTION OF STRUCTURES, INCLUDING BUT NOT LIMITED TO HOUSES, GARAGES, BARNS, FENCES AND SHEDS SHALL NOT BE PERMITTED WITHIN THE DESIGNATED DRAINAGE EASEMENT. ANY PERMITTED ROADS, DRIVEWAYS, LANDSCAPING OR OTHER IMPROVEMENTS OVER ANY DRAINAGE EASEMENTS MUST BE PROPERLY CONSTRUCTED IN ACCORDANCE WITH APPLICABLE ADAMS COUNTY REGULATIONS AND DRAINAGE CRITERIA.
- 14. 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 THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS.
- 15. THE COUNTY HAS THE RIGHT TO ENTER THE PROPERTY TO CONDUCT PERIODIC INSPECTIONS OF THE DRAINAGE FACILITIES. 16. TYPICAL SIGHT TRIANGLE EASEMENTS ARE RESTRICTED TO LANDSCAPING, FENCES, RETAINING WALLS, SIGNS (EXCEPT STREET SIGNS) AND ANY OTHER OBSTRUCTIONS THAT ARE NO MORE THAN 36 INCHES IN HEIGHT AS MEASURED FROM THE
- CROWN OF THE STREET INTERSECTION. 17. EQUESTRIAN EASEMENTS ARE HEREBY DEDICATED TO THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSE OF MAINTAINING SAID EASEMENT AREAS AS AN EQUESTRIAN TRAIL USED BY THE ASSOCIATION MEMBERS AND GUESTS. WHEN EQUESTRIAN EASEMENTS OVERLAY DRAINAGE EASEMENTS, THE DRAINAGE EASEMENTS SHALL HAVE SENIOR RIGHT TO PRESERVE THE INTEGRITY OF DRAINAGE. NO FENCING IS ALLOWED WITHIN THE EQUESTRIAN EASEMENT EXCEPT THE EXTERIOR PERIMETER FENCE ON THE BOUNDARY OF RIDGEVIEW ESTATES, PROVIDED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND THERE WILL NOT BE ANY ENCROACHMENT INTO THE EQUESTRIAN EASEMENT OF ANY KIND EXCEPT FOR KALLSEN 110 GAS WELL MOTORIZED ACCESS EASEMENT ACROSS LOTS 2 AND 3.
- 18. PROSPECTIVE BUYERS ARE HEREBY NOTIFIED THAT AN OIL AND GAS WELL IS LOCATED ON THE SOUTHERLY ADJACENT PROPERTY.
- 19. LINEAR UNITS ARE MEASURED IN U.S. SURVEY FEET.
- 20. KALLSEN 110 GAS WELL MOTORIZED ACCESS EASEMENT ACROSS THE EQUESTRIAN EASEMENT ON LOTS 2 AND 3 TO BE MAINTAINED BY THE HOA.
- 21. STORMWATER QUALITY EXTENDED DETENTION BASIN OPERATION AND MAINTENANCE MANUEL FOR RIDGEVIEW ESTATES HAS BEEN FILED AT ADAMS COUNTY UNDER RECEPTION NO. 2019000065182.

# SURVEYOR'S CERTIFICATION:

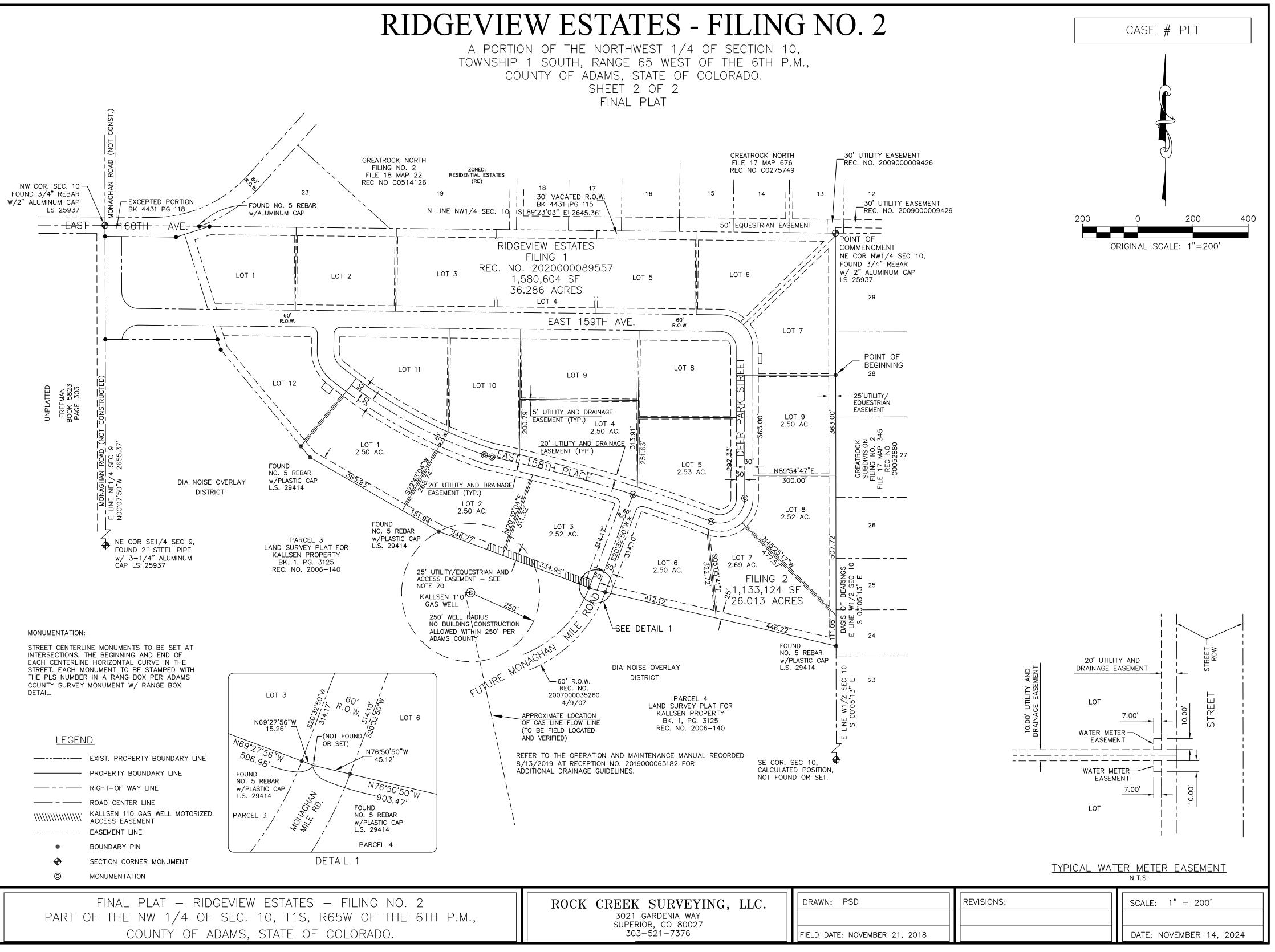
I, ROBERT A. RICKARD, A DULY LICENSED PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS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

| ·                  | ROBERT A. RICKARD, PLS NO. 28283 DATE<br>FOR AND ON BEHALF OF<br>ROCK CREEK SURVEYING, LLC  |
|--------------------|---|
| ORN BEFORE ME THIS | BOARD OF COUNTY COMMISSIONERS APPROVAL  |
|                    | APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THISDAY OF 20<br>SUBJECT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT RECORDED HEREWITH. |
|                    | CHAIR   |
|                    | CLERK AND RECORDER'S CERTIFICATE  |
|                    | ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF ADAMS THIS DAY OF, 20, AT O'CLOCK _M   |
|                    | ADAMS COUNTY CLERK AND RECORDER BY: DEPUTY CLERK  |
|                    |   |

RECEPTION NUMBER

| JRVEYING, LLC.    | DRAWN: PSD                    | REVISIONS: | SCALE: 1" = 200'        |
|-------------------|-------------------------------|------------|-------------------------|
| CO 80027<br>-7376 | FIELD DATE: NOVEMBER 21, 2018 |            | DATE: NOVEMBER 14, 2024 |

CASE # PLT



| SURVEYING, LLC.         | DRAWN: PSD                    | REVISIONS: | SCALE: 1" = 200'        |
|-------------------------|-------------------------------|------------|-------------------------|
| R, CO 80027<br>521-7376 | FIELD DATE: NOVEMBER 21, 2018 |            | DATE: NOVEMBER 14, 2024 |

## **RIDGEVIEW ESTATES – FILING NO. 2**

LEGAL DESCRIPTION

TRACT C OF RIDGEVIEW ESTATES FILING 1, RECORDED SEPTEMBER 9, 2020 RECEPTION NO. 202000089557:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS SOUTH 00°05'13" EAST BETWEEN A FOUND 3/4 INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED LS 25937 AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AND A FOUND NO. 5 REBAR WITH A 1.5 INCH YELLOW PLASTIC CAP STAMPED LS 29414 ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 10, AT THE NORTHEAST CORNER OF PARCEL 4, AS SHOWN ON A LAND SURVEY PLAT FOR KALLSEN PROPERTY, DEPOSITED WITH ADAMS COUNTY IN BOOK 1 AT PAGE 3125.

COMMENCING AT A FOUND <sup>3</sup>/<sub>4</sub>-INCH REBAR WITH 2-INCH DIAMETER ALUMINUM CAP STAMPED LS 25937 AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10;

THENCE SOUTH 00 DEGREES 05 MINUTES 13 SECONDS EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 10, A DISTANCE OF 513.91 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 28283 AT THE SOUTHEAST CORNER OF LOT 7, RIDGEVIEW ESTATES – FILING NO. 1, RECORDED SEPTEMBER 9, 2020, AS RECEPTION NO. 2020000089557, THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 05 MINUTES 13 SECONDS EAST, CONTINUING ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 10, A DISTANCE OF 981.77 FEET TO A FOUND NO. 5 REBAR WITH A 1.5 INCH YELLOW PLASTIC CAP STAMPED LS 29414 AT THE NORTHEAST CORNER OF PARCEL 4, AS SHOWN ON A LAND SURVEY PLAT FOR KALLSEN PROPERTY, DEPOSITED WITH ADAMS COUNTY IN BOOK 1 AT PAGE 3125.

THENCE DEPARTING SAID NORTH-SOUTH CENTERLINE NORTH 76 DEGREES 50 MINUTES 50 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL 4 A DISTANCE OF 858.34 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 6973 AT THE EASTERLY RIGHT-OF-WAY LINE OF FUTURE MONAGHAN MILE ROAD;

THENCE NORTH 76 DEGREES 50 MINUTES 50 SECONDS WEST, A DISTANCE OF 45.12 FEET;

THENCE NORTH 69 DEGREES 27 MINUTES 56 SECONDS WEST, A DISTANCE OF 15.26 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 6973 AT THE WESTERLY RIGHT-OF-WAY LINE OF FUTURE MONAGHAN MILE ROAD AT THE NORTHEAST CORNER OF PARCEL 3 OF SAID LAND SURVEY PLAT FOR KALLSEN PROPERTY;

THENCE NORTH 69 DEGREES 27 MINUTES 56 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 581.72 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 29414;

THENCE NORTH 60 DEGREES 05 MINUTES 53 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY LINE OF PARCEL 3, A DISTANCE OF 537.87 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 29414;

THENCE NORTH 39 DEGREES 37 MINUTES 58 SECONDS WEST, A DISTANCE OF 52.58 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 28283 AT THE SOUTH-MOST CORNER OF LOT 12, RIDGEVIEW ESTATES – FILING NO. 1, RECORDED SEPTEMBER 9, 2020, AS RECEPTION NO. 2020000089557;

THENCE DEPARTING THE NORTHERLY LINE OF SAID PARCEL 3 AND ALONG THE SOUTHEASTERLY LINE OF SAID LOT 12, NORTH 39 DEGREES 47 MINUTES 51 SECONDS EAST, A DISTANCE OF 257.71 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 158<sup>TH</sup> PLACE;

THENCE NORTH 36 DEGREES 47 MINUTES 18 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 158<sup>TH</sup> PLACE TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 11, RIDGEVIEW ESTATES -FILING NO. 1 AND BEING A POINT OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1698.51 FEET, A CHORD THAT BEARS SOUTH 59 DEGREES 43 MINUTES 30 SECONDS EAST WITH A CHORD DISTANCE OF 385.33 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 386.17 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMTER YELLOW PLASTIC CAP STAMPED LS 28283 AT THE SOUTHEAST CORNER OF SAID LOT 11 AND THE SOUTHWEST CORNER OF LOT 10 OF SAID RIDGEVIEW ESTATES – FILING NO. 1;

THENCE ALONG THE SOUTHERLY LINE OF LOT 10 AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1698.51 FEET, A CHORD THAT BEARS SOUTH 68 DEGREES 47 MINUTES 22 SECONDS EAST WITH A CHORD DISTANCE OF 151.21 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 151.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CHORD THAT BEARS SOUTH 74 DEGREES 36 MINUTES 00 SECONDS EAST WITH A CHORD DISTANCE OF 25.02 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5590.76 FEET, A CHORD THAT BEARS SOUTH 77 DEGREES 22 MINUTES 18 SECONDS EAST WITH A CHORD DISTANCE OF 95.18 FEET TO A FOUND NO. 5 REBAR WITH 1.5-INCH DIAMETER YELLOW PLASTIC CAP STAMPED LS 28283 AT THE SOUTHEAST CORNER OF SAID LOT 10;

THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 158<sup>TH</sup> PLACE AND ALONG THE EASTERLY LINE OF SAID LOT 10 NORTH 00 DEGREES 36 MINUTES 57 SECONDS EAST, A DISTANCE OF 200.79 FEET TO A FOUND ¾- BRASS INCH DIAMETER WASHER STAMPED LS 28283 SET ON THE TOP OF A FENCE CORNER POST AT THE SOUTHWEST CORNER OF LOT 9 OF SAID RIDGEVIEW ESTATES – FILING NO. 1;

THENCE ALONG THE SOUTHERLY LINE OF LOT 9, SOUTH 89 DEGREES 23 MINUTES 03 SECONDS EAST, A DISTANCE OF 428.91 FEET TO A FOUND <sup>3</sup>/<sub>4</sub>- BRASS INCH DIAMETER WASHER STAMPED LS 28283 SET ON THE TOP OF A FENCE CORNER POST AT THE SOUTHEAST CORNER OF LOT 9 AND BEING A POINT ON THE WESTERLY LINE OF LOT 8 OF SAID RIDGEVIEW ESTATES – FILING NO. 1;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 8, SOUTH 00 DEGREES 36 MINUTES 57 SECONDS WEST, A DISTANCE OF 62.28 FEET TO THE SOUTHWEST CORNER OF LOT 8;

THENCE ALONG THE SOUTHERLY LINE OF LOT 8, NORTH 89 DEGREES 54 MINUTES 47 SECONDS EAST, A DISTANCE OF 355.36 FEET TO THE SOUTHEAST CORNER OF LOT 8 AT THE WESTERLY RIGHT-OF-LINE OF DEER PARK STREET;

THENCE ALONG THE EASTERLY LINE OF LOT 8 AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF DEER PARK STREET, NORTH 00 DEGREES 05 MINUTES 13 SECONDS WEST, A DISTANCE OF 153.54 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 47 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF DEER PARK STREET AT THE SOUTHWEST CORNER OF LOT 7 OF SAID RIDGEVIEW ESTATES – FILING NO. 1;

THENCE ALONG THE SOUTHERLY LINE OF LOT 7, NORTH 89 DEGREES 54 MINUTES 47 SECONDS EAST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,133,132.4 SQUARE FEET OR 26.01 ACRES.





# Land Title Guarantee Company 5975 Greenwood Plaza Blvd Suite 125 Greenwood Village, CO 80111 303-270-0445

# <u>Reference</u>

ALLIANCE CONSULTING DAVID E MOORE 16415 W 85TH LANE UNIT B ARVADA, CO 80007

Your Reference Number: Our Order Number: Our Customer Number: Invoice Requested by: Invoice (Process) Date: Transaction Invoiced By: Email Address: Transaction Invoiced By: Transaction Invoiced By: Transaction Invoiced By: David David

# Invoice Number: CC-227081

Date: December 29, 2021

Order Number: 70755279

Property Address: RIDGEVIEW ESTATES FILING 2 BRIGHTON 80603

Parties: A Buyer To Be Determined

|  | Invoice Charges   |                                |  |
|--|---|--------------------------------|--|
| Service:<br>Ref:<br>Addr:<br>Party:<br>LIABILITY COM | TBD Commitment<br>70755279<br>RIDGEVIEW ESTATES FILING 2<br>RIDGEVIEW PROPERTIES, LLC, A COLORADO LIMITED<br>PANY | \$423.00                       |  |
| Total Amount<br>Less Payment(<br>Balance Due:        |   | \$423.00<br>\$0.00<br>\$423.00 |  |

## Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1. Please reference **Invoice Number CC-227081** on your Payment

# Land Title® GUARANTEE COMPANY Since 1967

# 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:

Date: 12/29/2021

Property Address: RIDGEVIEW ESTATES FILING 2 , BRIGHTON, CO 80603

AB70755279

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

# For Closing AssistanceFor Title AssistanceLand Title Commercial Title Team5975 GREENWOOD PLAZA BLVDGREENWOOD VILLAGE, CO 80111(303) 850-4106 (Work)cbolton@ltgc.com

ALLIANCE CONSULTING Attention: DAVID MOORE 16415 W 85TH LANE UNIT B ARVADA, CO 80007 (720) 625-1571 (Cell) (720) 907-9778 (Work) demoorepe@allianceengineer.com Delivered via: Electronic Mail



**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 07/29/2020 under reception no. 2020000072384 Adams county recorded 02/05/2021 under reception no. 2021000014859 Adams county recorded 08/25/2021 under reception no. 20210000101146

### Plat Map(s):

Adams county recorded 09/09/2020 under reception no. 89557

#### **Old Republic National Title Insurance Company**

#### Schedule A

Order Number: AB70755279

#### **Property Address:**

RIDGEVIEW ESTATES FILING 2 , BRIGHTON, CO 80603

### 1. Effective Date:

12/22/2021 at 5:00 P.M.

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

"TBD" Commitment Proposed Insured: A BUYER TO BE DETERMINED

#### \$0.00

- 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: RIDGEVIEW PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY
- 5. The Land referred to in this Commitment is described as follows:

TRACT C, RIDGEVIEW ESTATES - FILING NO. 1, COUNTY OF ADAMS, STATE OF COLORADO.

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#### **Old Republic National Title Insurance Company**

#### Schedule B, Part I

(Requirements)

Order Number: AB70755279

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. PARTIAL RELEASE OF CONSTRUCTION DEED OF TRUST DATED NOVEMBER 13, 2020, FROM RIDGEVIEW PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF BANK OF COLORADO TO SECURE THE SUM OF \$1,761,409.00 RECORDED NOVEMBER 13, 2020, UNDER RECEPTION NO. <u>20200000118490</u>.

DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED NOVEMBER 13, 2020, UNDER RECEPTION NO. 2020000118491.

2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR RIDGEVIEW PROPERTIES, 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.

3. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR RIDGEVIEW PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED OCTOBER 07, 2021 UNDER RECEPTION NO. <u>2021000119129</u> IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES CHAD OCHSNER 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.

4. WARRANTY DEED FROM RIDGEVIEW PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

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.

**Old Republic National Title Insurance Company** 

Schedule B, Part II

(Exceptions)

Order Number: AB70755279

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. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JANUARY 07, 1892, IN BOOK A25 AT PAGE <u>319</u>.
- 10. OIL AND GAS LEASE BETWEEN CLYDE M. KALLSEN AND PEARLIE KALLSEN AND HAL A. MCVEY, RECORDED MARCH 12, 1970 IN BOOK 1584 AT PAGE <u>160</u> AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVITS OF PRODUCTION RECORDED OCTOBER 12, 1971 IN BOOK 1744 AT PAGE <u>382</u> AND MAY 16, 1976 IN BOOK 2051 AT PAGE <u>110</u>.

RATIFICATIONS OF OIL AND GAS LEASE RECORDED JULY 20, 1998 IN BOOK 5401 AT PAGE <u>740</u> AND DECEMBER 23, 1998 IN BOOK 5588 AT PAGE <u>843</u>, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

NOTICE OF RIGHT TO USE SURFACE OF LANDS IN CONNECTION WITH SAID LEASE RECORDED DECEMBER 02, 2003, UNDER RECEPTION NO. <u>C1245984</u>.

#### **Old Republic National Title Insurance Company**

#### Schedule B, Part II

#### (Exceptions)

#### Order Number: AB70755279

- 11. EASEMENT GRANTED TO PANHANDLE EASTERN PIPE LINE COMPANY, FOR PIPELINE, INGRESS AND EGRESS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 02, 1982, IN BOOK 2658 AT PAGE <u>158</u>.
- 12. A CONVEYANCE OF ALL THE OIL, GAS AND MINERAL RIGHTS IN, UNDER AND THAT MAY BE PRODUCED FROM SAID LAND FROM THE ESTATE OF CLYDE M. KALLSEN TO LAVOHN KALLSEN TRUST RECORDED SEPTEMBER 27, 1995 IN BOOK 4595 AT PAGE <u>393</u>.
- 13. NOTICE OF GENERAL DESCRIPTION OF AREA SERVED BY PANHANDLE EASTERN PIPE LINE COMPANY CONCERNING UNDERGROUND FACILITIES RECORDED JUNE 25, 1986 IN BOOK 3162 AT PAGE <u>961</u>.
- 14. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NO. 20060331000327460.
- 15. TERMS AND CONDITIONS AS SET FORTH AND DELINEATED IN ZONING AND HEARING DECISION RECORDED JUNE 1, 2006 UNDER RECEPTION NO. <u>20060601000558630</u>.
- 16. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT RECORDED FEBRUARY 09, 2007 AT RECEPTION NO. 2007000014387.
- 17. TERMS, CONDITIONS AND PROVISIONS OF TEMPORARY CUL-DE-SAC EASEMENT AND RIGHT OF ENTRY RECORDED APRIL 09, 2007 AT RECEPTION NO. 2007000035261.
- REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 15, 2007 UNDER RECEPTION NO. <u>2007000097421</u> AND DECEMBER 24, 2007 UNDER RECEPTION NO. <u>2007000116902</u>.
- 19. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION ACCEPTING DEED FROM KALLSEN & SONS, INC. FOR TEMPORARY CUL-DE-SAC EASEMENT AND RIGHT OF ENTRY FOR THE TEMPORARY TERMINUS OF MONAGHAN ROAD RECORDED APRIL 08, 2008 AT RECEPTION NO. <u>2008000027542</u>.
- 20. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF GAS PURCHASE AND SALE AGREEMENT RECORDED MAY 07, 2008 AT RECEPTION NO. <u>2008000036762</u>.
- 21. RIGHTS OF WAY AS ESTABLISHED IN SPECIAL WARRANTY DEED FOR WATER AND WATER RIGHTS TO GREATROCK NORTH WATER AND SANITATION DISTRICT RECORDED NOVEMBER 7, 2008 UNDER RECEPTION NO. 2008000088522.
- 22. TERMS AND CONDITIONS OF COMPATIBLE DEVELOPMENT SURFACE AGREEMENT RECORDED FEBRUARY 11, 2009 UNDER RECEPTION NO. <u>2009000009431</u>.

NOTE: THE GRANT ITSELF DOES NOT AFFECT SUBJECT PROPERTY. HOWEVER, EXHIBIT "A" SHOWS A MAP OF PARCELS 1 TO 7, WHICH INCLUDES THE SUBJECT PROPERTY.

- 23. TERMS AND CONDITIONS AS CREATED IN INCLUSION AGREEMENT BY AND BETWEEN RIDGEVIEW ESTATES LLC AND GREATROCK NORTH WATER AND SANITATION DISTRICT RECORDED APRIL 28, 2016 UNDER RECEPTION NO. <u>2016000032561</u>.
- 24. STATEMENT OF LIEN BY GREATROCK NORTH WATER AND SANITATION DISTRICT IN THE AMOUNT OF \$21,300.00 PER SINGLE FAMILY RESIDENTIAL EQUIVALENT UNIT RECORDED DECEMBER 06, 2018, UNDER RECEPTION NO. <u>2018000097841</u>

#### **Old Republic National Title Insurance Company**

#### Schedule B, Part II

#### (Exceptions)

#### Order Number: AB70755279

- 25. NOTICE OF SALE ON MINERAL INTERESTS RECORDED DECEMBER 13, 2018 UNDER RECEPTION NO. 2018000099717.
- 26. NOTICE OF SALE OF MINERAL INTERESTS RECORDED FEBRUARY 8, 2019 UNDER RECEPTION NO. 2019000009754 AND UNDER RECEPTION NO. 2019000009755.
- 27. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN RESOLUTION APPROVING APPLICATION FOR RIDGEVIEW ESTATES PRELIMINARY PLAT RECORDED AUGUST 16, 2019 UNDER RECEPTION NO. 2019000066501.
- 28. TERMS, CONDITIONS AND PROVISIONS OF STORMWATER QUALITY EXTENDED DETENTION BASIN OPERATION AND MAINTENANCE MANUAL RECORDED AUGUST 13, 2019 UNDER RECEPTION NO. 2019000065182.

NOTE: THE ABOVE EXCEPTION DOES NOT CONTAIN A LEGAL DESCRIPTION.

- 29. TERMS, CONDITIONS AND PROVISIONS OF CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS RECORDED AUGUST 26, 2019 UNDER RECEPTION NO. <u>2019000069946</u>.
- 30. TERMS, CONDITIONS AND PROVISIONS OF APPLICANT'S CERTIFICATION CONCERNING QUALIFYING SURFACE DEVELOPMENT RECORDED AUGUST 26, 2019 UNDER RECEPTION NO. <u>2019000069947</u>.
- 31. TERMS, CONDITIONS AND PROVISIONS OF SPECIAL DISTRICT PUBLIC DISCLOSURE FOR GREATROCK NORTH WATER AND SANITATION DISTRICT RECORDED JANUARY 07, 2020 UNDER RECEPTION NO. <u>2020000001886</u>.
- 32. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF AGREEMENT RECORDED APRIL 15, 2020 UNDER RECEPTION NO. <u>2020000034688</u>.
- 33. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF CRUDE OIL PURCHASE AND SALE AGREEMENT RECORDED MARCH 09, 2020 UNDER RECEPTION NO. <u>2020000022277</u>.
- 34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 2020-483 APPROVING APPLICATION IN CASE #PLT2019-00026; RIDGEVIEW ESTATES FINAL PLAT, FILING NO. 1 RECORDED SEPTEMBER 09, 2020 UNDER RECEPTION NO. 202000088464.
- 35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 2020-485 APPROVING CASE #SIA2019-00019 SUBDIVISION IMPROVEMENTS AGREEMENT FOR RIDGEVIEW ESTATES, FILING NO. 1 RECORDED SEPTEMBER 09, 2020 UNDER RECEPTION NO. 202000088479.
- 36. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RIDGEVIEW ESTATES - FILING NO. 1 RECORDED SEPTEMBER 09, 2020 UNDER RECEPTION NO. 2020000089557.
- ALL RIGHTS TO ANY AND ALL MINERALS, IN THE DEEDS RECORDED JULY 29, 2020, UNDER RECEPTION NO. <u>2020000072384</u>, FEBRUARY 05, 2021 UNDER RECEPTION NO. <u>2021000014859</u>, AUGUST 25, 2021 UNDER RECEPTION NO. <u>20210000101146</u>.

#### **Old Republic National Title Insurance Company**

#### Schedule B, Part II

#### (Exceptions)

Order Number: AB70755279

38. 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 OCTOBER 27, 2021, UNDER RECEPTION NO. <u>2021000126233</u>.



## 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

and Title

Since 1967

• 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
- (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

and Wol 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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PLANNING • ENGINEERING • SURVEYING • PROJECT MANAGEMENT • CONSTRUCTION MANAGEMENT

November 14, 2024

Greg Barnes Principal Planner Adams County 4430 South Adams County Parkway 1<sup>st</sup> Floor, Suite W2000 Brighton, Co. 80601

Ref: Water and Sewer Services Ridgeview Estates Filing 2 E. 160<sup>th</sup> Ave. and Monaghan Road 28205 1/2 E 159th Ave Adams Co, Colorado

Dear Greg:

Please accept this letter as proof of water and sewer services for Ridgeview Estates Subdivision Filing 2 Major Subdivision Final Plat request.

Water services are provided by Great Rock North Water and Sanitation District. Water plans have been submitted to the Great Rock North Water and Sanitation District and are currently under review. Attached to this letter is the signed inclusion agreement stipulating that the subdivision will be served by the District.

Sewer services are provided by Individual Sewage Disposal Systems (ISDS) through the Adams County Health Department. The soils on site are sandy and are perfect for soil treatment areas. Filing 1 of the subdivision was reviewed and approved by both Tri-County Health Department and Adams County Health Department. The letter from Tri-County Health Department stating that Ridgeview Estates will be served by ISDS systems is attached to this letter.

Sincerely,

David Moore MSCE PE Alliance Consulting Engineers and Surveyors

Attachments: GRNWSD Inclusion Agreement and Tri-County Health Department Service Letter.

## INCLUSION AGREEMENT (Ridgeview Estates)

THIS INCLUSION AGREEMENT (the "Agreement") is made and entered into this 24<sup>th</sup> day of July 2008, by and between RIDGEVIEW ESTATES LLC, a Colorado limited liability company ("Owner"); and GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), collectively referred to herein as the "Parties".

### RECITALS

WHEREAS, the Owner is the one hundred percent (100%) fee owner of the property described in the legal description and map set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), which Property the Owner intends to develop; and

WHEREAS, the Owner desires to have the Property included into the District pursuant to the terms of this Agreement, and for the District to provide service to the Property pursuant to and in accordance with the terms of the District's Rules and Regulations, as may be amended from time to time (the "Rules and Regulations"); and

WHEREAS, the District is a Colorado special district organized pursuant to and in accordance with the Colorado Special District Act (§§ 32-1-101, *et seq.*, C.R.S, as amended from time to time), and is authorized to provide water service to its customers; and

WHEREAS, the District is not required to enlarge or extend its facilities beyond those currently existing, and any such enlargements or extensions are undertaken in the exercise of discretion as a governmental function in the interests of the public health, safety and welfare; and

WHEREAS, the Board of Directors of the District (the "Board") is permitted by law to fix terms and conditions pursuant to which additional property may be included within its boundaries and further may require the owner of any such property to execute an agreement to that effect; and

WHEREAS, the District is willing to provide service to the Property under the terms and conditions of this Agreement; and

WHEREAS, the Owner is willing to accept the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

## COVENANTS AND AGREEMENTS

1. <u>Inclusion</u>. The District agrees to include the Property within its boundaries upon satisfaction of the conditions set forth herein. Upon inclusion of the Property within the boundaries of the District, the District agrees to provide service to the Property in a manner consistent with this Agreement and the District's Rules and Regulations, as the same may be amended from time to time.

2. <u>Rules and Regulations</u>. With respect to all matters affecting or in any way touching upon the provision of service to the Property, the Owner acknowledges that it and the Property shall be bound by and subject to the District's Rules and Regulations as now or hereafter constituted. Such Rules and Regulations will at all times provide for the furnishing and extension of service to all properties within the District upon a uniform and non-discriminatory basis, treating all in-District customers similarly situated in substantially the same manner. All rates, tolls, fees, penalties and charges for service shall be established and determined using recognized water and sanitation utility rate making practices, and shall be based upon and related to the costs of furnishing such service. Notwithstanding the above, to the extent the provisions of this Agreement are in conflict with the provisions of the Rules and Regulations, the provisions of this Agreement shall govern with regard to the Property.

3. <u>Inclusion Fees Deposit</u>. The Owner shall post a fees deposit in increments of Five Thousand Dollars (\$5,000.00) as requested by the District to satisfy all costs incurred by the District from the date of commencement of the inclusion process to the completion of a final conveyance and acceptance agreement. Such costs shall include, but shall not be limited to, all engineering, legal, management and administrative costs incurred in connection with inclusion of the Property and adjudication of the Water Rights as set forth in Section 6, below, as well as a Five Hundred Dollar (\$500.00) application fee. Upon completion of the inclusion process, including the entry of the final decree to adjudicate the Water Rights, any remaining funds on deposit with the District shall be refunded to the Owner.

4. <u>Petition for Inclusion</u>. The Owner shall submit a formal petition for inclusion to the Board. The District shall process the petition for inclusion in accordance with §§ 32-1-401, *et seq.*, C.R.S., the District's service plan and the District's Rules and Regulations.

5. <u>Representations Regarding Development</u>. The Parties acknowledge that this Agreement is entered into in reliance by the District on the Owner's representation that the Property will be developed for approximately twenty-one (21) 2.5-acre single-family detached lots. In the event that the Property is not developed as so represented, the portions of this Agreement relevant to the terms of service which are affected by such change shall be subject to renegotiation at the discretion of the District.

6. <u>Water Rights</u>. Contemporaneous with the execution of this Agreement, the Owner shall convey to the District, all water and water rights, including, but not limited to, tributary, and nontributary and not nontributary water rights, ditches and ditch rights, wells and well rights, reservoirs and reservoir rights, whether decreed or undecreed, permitted or unpermitted, underlying, associated with, or appurtenant to the Property and, to the extent

applicable, adjacent right-of-way, including all water rights associated with the 62.3 acre Ridgeview Estates Subdivision (the "Water Rights") pursuant to Special Warranty Deeds substantially in the form set forth in Exhibit B, attached hereto. These Water Rights also include, but are not limited to, the groundwater in the Denver, Dawson, Arapahoe, and Laramie-Fox Hills aquifers underlying, appurtenant to or associated with the Property. The Water Rights shall be accepted by the District upon receipt of evidence satisfactory to the District's attorney that the Owner has title to convey the Water Rights. All costs of adjudicating the water conveyed shall be applied to the Owner's Inclusion Fees Deposit as set forth in Section 3, above. Prior to starting the ground water adjudication process, the District shall provide the Owner with a cost estimate for the adjudication process, including attorneys' fees, District fees, and processing fees. The adjudication process shall begin one hundred twenty (120) days after recordation of the Final Plat for the Ridgeview Estates subdivision. The adjudication process may begin prior to that date if mutually agreed upon by the Parties. Upon request, Owner shall execute such landowner's affidavit or consent forms necessary to complete the adjudication. Alternatively, the Owner may, through its own water attorney, adjudicate the water rights in the Denver, Dawson, Arapahoe and Laramie-Fox Hills aquifers in the name of the District at the Owner's sole expense. Said adjudication process shall be reviewed and approved by the District's water attorney as to form, purpose and sufficiency. All costs of said review by the District's attorney shall be charged to the Owner's Inclusion Fees Deposit as set forth in Section 3, above. In the event that the Owner determines to withdraw its inclusion petition pursuant to Section 7 of this Agreement, the District shall reconvey the Water Rights to Owner at no cost (excluding the water underlying the cylinder of appropriation on property currently within the existing District boundaries previously conveyed), except for any and all costs incurred to effectuate the transfers. Upon inclusion into the District, the District will provide water for twenty-one (21) approximately 2.5 acre lots in the Ridgeview Estates subdivision to satisfy inhome uses, irrigated areas not-to-exceed four thousand (4,000) square feet per lot and livestock use (horses) not-to-exceed two (2) horses per acre, all in accordance with the District's Rules and Regulations.

7. <u>Conditions Precedent</u>. Upon satisfaction of the following conditions, the Owner shall no longer be authorized to withdraw its petition for inclusion and the Property shall be included within the boundaries of the District pursuant to the terms of this Agreement:

a. Acceptance by the District of the Water Rights pursuant to Section 6 herein; and

b. Approval by the District of the water quality treatment method necessary to serve the Property; and

c. Publication of notice of the proposed inclusion in accordance with §§ 32-1-401, *et seq.*, C.R.S., the District's service plan and the Rules and Regulations.

d. Lapse of the forty-five (45) days set forth in the published notice without objection from the BOCC.

8. <u>Construction of Water Improvements</u>. The Owner shall be responsible for the construction of a single eight inch (8") looped water line in accordance with District specifications as necessary to serve the Property (the "Water Improvements"). The Owner acknowledges that the Water Improvements have not yet been identified and that the Water Improvements will be identified jointly by the District and the Owner upon receipt of all information. In order to ensure the Water Improvements are constructed in accordance with the District's specifications, Dave Curtis, DC Consulting, Inc., shall serve as the construction manager.

a. <u>Fire Protection</u>. The Parties hereby acknowledge that the current fire flow capacity of the District within the existing Greatrock North subdivision is one thousand five hundred (1,500) gallons per minute ("GPM"). In the event the Brighton Fire Protection District or Adams County require equal or additional capacity for fire flows to serve the Property, then the Owner shall be responsible for making any and all provisions necessary to meet these requirements.

9. <u>Conveyance and Acceptance</u>. Upon completion of the Water Improvements, the Owner shall convey the Water Improvements to the District in accordance with the District's Rules and Regulations. The District shall accept conveyance of the Water Improvements on a provisional basis for a period of two (2) years from the date of conveyance, during which time the Owner shall be responsible for maintenance of the Water Improvements. Following exhaustion of the provisional period the District's acceptance of the Water Improvements shall be final, subject to receipt by the District of the following:

a. As-built drawings for the Water Improvements to be conveyed by the Owner and test results provided by a resident engineer/inspector;

b. Lien waivers and indemnifications from each contractor verifying that all amounts due to contractors, subcontractors, material providers or suppliers have been paid in full, in a form acceptable to the District;

c. An assignment from the Owner to the District of any warranties associated with the Water Improvements, in a form acceptable to the District;

d. An itemized accounting of construction costs for the Water Improvements;

e. An executed Bill of Sale conveying the Water Improvements to the District, in a form acceptable to the District; and

f. Executed easements or deeds conveying the real property underlying or surrounding the Water Improvements to the District as more specifically set forth in Section 13 of this Agreement.

10. <u>Water Treatment Facility</u>. If it is determined by the District that a water treatment facility is necessary to serve the Property and such facility is not necessary at the time the Water Improvements are initially constructed, if the Owner does not construct such facility pursuant to Section 8 herein, the District shall be entitled to assess or impose the Property's proportionate share of the total costs of the treatment facilities upon the Property. The total costs for the facilities shall include all design, engineering, legal, construction, management and administrative costs associated with the facilities.

11. <u>System Development Fees</u>. The District has established a System Development Fee ("SDF") in accordance with § 32-1-1001(1)(j), C.R.S. The SDF is assessed on a per-EQR basis (EQR is an abbreviation for Equivalent Residential Unit which is an average single-family detached residence or the equivalent, from a system demand stand-point), and does not include any District charges for labor, materials and other costs of connecting the one EQR increment to the District water improvements, including, without limitation, the costs associated with the construction, installation and acquisition of service lines. A SDF also does not include periodic service charges for the use of the District water. Such service charges and other costs shall be imposed by the District from time to time in such amounts as may be determined by the Board. The District agrees that it shall treat all properties and property owners in like manner to similarly situated property and property owners.

12. <u>Monthly Service Charge</u>. The Property shall be subject to monthly service charges consistent with the District's Rules and Regulations.

13. <u>Easements and Rights-of-Way</u>. The Owner shall, at no cost to the District, grant and convey to the District, by plat dedication and/or separate agreement, any and all easements and rights-of-way within and without the Property required by the District to serve the Property, and if necessary, the Owner shall be responsible for any and all costs associated with the acquisition of the same. The easements and rights-of-way to be conveyed shall include, but are not limited to, the following:

- a. An easement for one 40' x 100' well site on the Property located on the east end of Tract A on the Final Plat for Ridgeview Estates;
- b. A utility easement for a future return pipeline to the pump station;
- c. Thirty (30) foot wide utility easements across Lots 10-13 of the Great Rock North Subdivision; and
- d. Tap locations with appropriate easements for water meters for each Lot within the Ridgeview Estates subdivision.

14. <u>Limitation on Service</u>. The Owner acknowledges that the District's powers are limited to the provision of water and sanitation services. Other services such as fire and police protection, park and recreation services, and street maintenance are provided by other jurisdictions and no representations regarding such services is provided herein.

15. <u>Covenants Run With the Land</u>. The covenants, terms, conditions and provisions set forth in this Agreement shall be construed as, and during the term of this Agreement, shall remain as covenants running with the Property. This Agreement shall be executed by the Parties and recorded against the Property.

16. <u>No Liability</u>. The Owner acknowledges and agrees that no liability shall attach to the District under this Agreement due to any failure to accurately anticipate the availability of potable water for use by the Property, or due to any failure of or damages caused by or due to any occurrence or circumstances beyond the reasonable control of the District.

17. <u>Definitions</u>. The usage of defined terms shall be as defined herein or as set forth in the District's Rules and Regulations, which may be revised or amended from time to time.

18. <u>Notices</u>. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Notice may also be given by telefax transmission, followed by a hard copy mailed as required herein, and shall be deemed received on the date of such transmission. Either Party by notice so given may change the address to which future notices shall be sent.

| To the District: | Greatrock North Water and Sanitation District<br>Attn: Anastasia "Toni" Burns<br>141 Union Boulevard, Suite 150<br>Lakewood, Colorado 80228<br>Phone: (303) 987-0835<br>Fax: (303) 987-2032  |
|------------------|--|
| With a copy t    | <ul> <li>White, Bear &amp; Ankele Professional Corporation<br/>Attn: Jennifer Gruber Tanaka, Esq.<br/>1805 Shea Center Drive, Suite 100<br/>Highlands Ranch, Colorado 80129<br/>Phone: (303) 858-1800<br/>Fax: (303) 858-1801</li> </ul> |
| With a copy to   | o:<br>DC Consulting, Inc.<br>Attn: David E. Curtis<br>4985 Green Court<br>Denver, Colorado 80221-1109<br>Phone: (303) 455-6422<br>Fax: (303) 455-8374  |

| To the Owner:   | Ridgeview Estates LLC<br>Attn: David E. Moore, P.E., Managing Member<br>5440 Ward Road, Suite 240<br>Arvada, Colorado 80002<br>Phone: (720) 898-0660<br>Fax: (303) 424-8134 |
|-----------------|---|
| With a copy to: | Ralph Nance<br>Front Range Excavating<br>8510 Willow Street<br>Commerce City, Colorado 80022-5100<br>Phone: (303) 940-3299<br>Fax: (303) 940-1074                           |
| With a copy to: | Roger Rayfield<br>8155 Moore Street<br>Arvada, Colorado 80005<br>Phone: (303) 393-7271<br>Fax: (303) 393-0780   |

19. <u>Term of Agreement</u>. This Agreement shall be perpetual in length and in full force and effect from the effective date of execution by both Parties. Notwithstanding the forgoing, the District may terminate this Agreement and seek exclusion of the Property in the event of a default by the Owner.

20. <u>Amendment</u>. This Agreement may only be amended in writing by the Parties hereto or their successors in interest.

21. <u>Enforcement</u>. The Parties agree that this Agreement may be enforced in law or equity, for specific performance, injunctive or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado.

22. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties hereto with respect to the inclusion of the Property and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement shall have no force and effect.

23. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

24. <u>Venue</u>. Any disputes arising hereunder shall be adjudicated in the District Court in and for Adams County, Colorado, except for disputes concerning water matters which shall be adjudicated in the Colorado Water Court Division One.

25. <u>Governmental Immunity</u>. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

26. <u>Counterpart Execution</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank].

## Signature Page for Inclusion Agreement (Ridgeview Estates)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

**RIDGEVIEW ESTATES LLC, a Colorado** 

Limited Liability Corporation

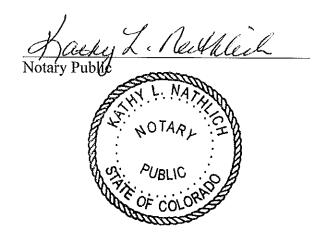
David E. Moore, PE Managing Member

STATE OF COLORADO ) ) ss. COUNTY OF ADAMS )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July 2008 by David E. Moore, as Managing Member of Ridgeview Estates, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:  $\frac{10}{1}$ 



**RIDGEVIEW ESTATES, LLC, a Colorado** limited liability company Ralph/Nance, Member STATE OF COLORADO ) ) ss. COUNTY OF ADAMS )

The foregoing instrument was acknowledged before me this  $215^{\Gamma}$  day of July, 2008 by Ralph Nance as Member of Ridgeview Estates, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public My commission expires: 2/16/2004 DIANE C. MARTZ NOTARY PUBLIC STATE OF COLORADO My Commission Expires 02/16/2009

**RIDGEVIEW ESTATES, LLC, a** Colorado limited liability company

Roger Rayfield, Member

STATE OF COLORADO ) ) ss.

COUNTY OF ADAMS

The foregoing instrument was acknowledged before me this  $21^{57}$  day of July, 2008 by Roger Rayfield as Member of Ridgeview Estates, LLC, a Colorado limited liability company.

Witness my hand and official seal.

e CN

Notary Public

My commission expires: 2/16/2009

DIANE C. MARTZ NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 02/16/2009

**GREATROCK NORTH WATER AND SANITATION DISTRICT,** a quasi-municipal corporation and political subdivision of the State of Colorado

Troy L. Whitpore, President Unon

ATTEST:

Terry Krayenhagen, Secretary

## EXHIBIT A

## The Property

KNOW ALL MEN BY THESE PRESENTS, THAT KALLSEN & SONS INC., A COLORADO CORPORATION, BEING THE OWNER OF A PORTION OF THE WEST HALF OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M., THENCE S 00°05'13" E ALONG THE EAST LINE OF THE WEST HALF OF SECTION 10, WITH ALL BEARINGS CONTAINED HEREON RELATIVE THERETO, A DISTANCE OF 1495.68 FEET;

THENCE DEPARTING SAID EAST LINE OF THE WEST HALF OF SECTION 10,

N 76°50'50" W, A DISTANCE OF 903.48 FEET;

THENCE N 69°27'56" W A DISTANCE OF 596.98 FEET;

THENCE N 60°05'53" W A DISTANCE OF 537.87 FEET;

THENCE N 39°37'58" W A DISTANCE OF 507.03 FEET;

THENCE N 17°26'04" W A DISTANCE OF 38.65 FEET;

THENCE N 90°00'00" W A DISTANCE OF 406.46 FEET, TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9;

THENCE ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, N 00°07'50" W A DISTANCE OF 373.61 FEET, TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4431 PAGE 18, COUNTY PUBLIC RECORDS;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL, THE FOLLOWING TWO (2) COURSES:

1) THENCE S 89°23'03" E PARALLEL WITH AND 40.00 FEET SOUTH OF, BY PERPENDICULAR MEASUREMENT, THE NORTH LINE OF THE WEST HALF OF SAID SECTION 10, A DISTANCE OF 257.32 FEET;

2) THENCE N 72°14'29" E A DISTANCE OF 126.82 FEET, TO A POINT ON THE NORTH LINE OF THE WEST HALF OF SAID SECTION 10;

THENCE ALONG SAID NORTH LINE OF THE WEST HALF OF SECTION 10,

S 89°23'03" E, A DISTANCE OF 2267.15 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 62.298 ACRES MORE OR LESS.

# RIDGEVIEW ESTATES

FINAL PLAT

A PORTION OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

SHEET 1 OF 2

#### NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FRST DISCOVER SUCH DEFECT IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE

CERTIFICATION SHOWN HEREON. 2. BASIS OF BEARINGS: THE EAST LINE OF THE WEST HALF OF SEC. 10, T.1S. R.65W. OF THE 6TH P.M. ASSUMED TO BEAR SOO'05'13"E AND BEING MONUMENTED AS SHOWN HEREON.

AS SHOWN HEREON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OF LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A

SURVEY MONUMENT OF LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S. 4. THE SUBJECT PROPERTY IS NOT WITHIN A DESIGNATED F.E.M.A. FLOOD PLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 08001C 01000, EFFECTIVE DATE AUGUST 16, 1995. 5. EXPANSIVE SOILS ARE KNOWN TO EXIST ON THIS SITE. WHERE THESE CONDITIONS ARE FOUND TO EXIST, THE RECOMMENDATION OF A QUALIFIED SOILS ENGINEER SHALL BE FOLLOWED IN THE DESIGN AND CONSTRUCTION OF THE CONDITIONS AND FOOTNOS FOUNDATIONS AND FOOTINGS.

THE HOMEOWNER'S ASSOCIATION SHALL BE CREATED AND IN PLACE PRIOR TO RECORDING OF THIS PLAT. 7. ADAMS COUNTY IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF PRIVATE

ADAMS COUNTY IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF PRIVATE COVENANTS, CONDITIONS, AND RESTRICTIONS.
 ACCESS FOR ALL LOTS SHALL BE FROM THE INTERNAL ROAD SYSTEM.
 FOURTEEN (14') WIDE UTILITY AND DRAINAGE EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ADJACENT TO ALL PUBLIC STREETS IN THE SUBDINSION OR PLATTED AREA. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, CABLE, AND TELECOMMUNICATIONS FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS IN THE SUBDINSION. PERMANENT STRUCTURES AND WATER METERS SHALL, NOT BE PERMITED WITHIN SAID UTILITY EASEMENTS.
 D. J.A. NOISE IMPACTS MAY BE PREVALENT IN THIS SUBDINSION. THE PROPERTY IS LOCATED NORTH OF THE GOLDN NOISE CONTOUR.
 NOISE IMPACTS ASSOCIATED WITH DENVER INTERNATIONAL AIRPORT, VAN ARE SKYDEDT AND OTHER PUBLIC AND PRIVATE AIRPORTS MAY BE PREVALENT IN THIS SUBPORTS IN THIS SUBCENT.

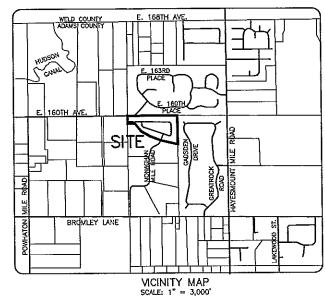
SKYPORT, AND OTHER PUBLIC AND PRIVATE AIRPORTS MAY BE PREVALENT IN THIS

SUBDIVISION. 12. NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOT IN ANY PHASE OF CONSTRUCTION UNTIL ALL PUBLIC IMPROVEMENTS, IN ANY PHASE, AS REQUIRED BY THE APPROVED CONSTRUCTION PLANS, HAVE BEEN COMPLETED AND ARE UNDER PRELIMINARY ACCEPTANCE OF THE ADAMS COUNTY DEPARTMENT OF PUBLIC WORKS. 13. DRAINAGE EASEMENTS AS SHOWN ON THE PLAT ARE DEDICATED TO AND WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSE OF PROVIDING STORM WATER DRAINAGE THROUGHOUT THE SUBDIVISION AND FOR THE MAINTENANCE THEREOF. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF OBSTRUCTIONS TO THE ELOW AND FOR TO OBSTRUCTIONE TO MAINTENANCE ACCESS. CONSTRUCTION OF SUBDIVISION.

THEREOF. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF OBSTRUCTIONS TO THE FLOW AND/OR TO OBSTRUCTIONS TO MAINTENANCE ACCESS. CONSTRUCTION OF STRUCTURES, INCLUDING BUT NOT LIMITED TO HOUSES, GARAGES, BARNS, FENCES AND SHEDS SHALL NOT BE PERMITTED WITHIN THE DESIGNATED DRAINAGE EASEMENT. ANY PERMITTED ROADS, DRIVEWAYS, LANDSCAPING OR OTHER IMPROVEMENTS OVER ANY DRAINAGE EASEMENTS MUST BE PROFERLY CONSTRUCTED IN ACCORDANCE WITH APPLICABLE ADAMS COUNTY REGULATIONS AND DRAINAGE CRITERIA. 14. THE POLICY OF THE COUNTY REGULATIONS AND DRAINAGE CRITERIA. 14. THE POLICY OF THE COUNTY REGULATIONS AND DRAINAGE CRITERIA. 15. THE POLICY OF THE COUNTY REGULATIONS AND DRAINAGE CRITERIA. 16. THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES OF PREMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES 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 OWNERS. OWNERS.

15. TYPICAL SIGHT TRIANGLE EASEMENTS ARE RESTRICTED TO LANDSCAPING, FENCES, RETAINING WALLS, SIGNS (EXCEPT STREET SIGNS) AND ANY OTHER OBSTRUCTIONS THAT ARE NO MORE THAN 36 INCHES IN HEIGHT AS MEASURED FROM THE CROWN OF THE STREET INTERSECTION.

THE STREET INTERSECTION. 16. EQUESTRIAN EASEMENTS ARE HEREBY DEDICATED TO THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSE OF MAINTAINING SAID EASEMENT AREAS AS AN EQUESTRIAN TRAIL USED BY THE ASSOCIATION MEMBERS AND GUESTS. WHEN EQUESTRIAN EASEMENTS OVERLAY DRAINAGE EASEMENTS, THE DRAINAGE EASEMENTS SHALL, HAVE SENIOR RIGHT TO PRESERVE THE INTEGRITY OF DRAINAGE. 17. THE HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE WATER DISTRIBUTION SYSTEM.



#### DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS, THAT KALLSEN & SONS INC., A COLORADO CORPORATION, BEING THE OWNER OF A PORTION OF THE WEST HALF OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 8TH P.M., THENCE S 00'05'13" E ALONG THE EAST LINE OF THE WEST HALF OF SECTION 10, WITH ALL BEARINGS CONTAINED HEREON RELATIVE THERETO, A DISTANCE OF 1495.68 FEET; THENCE DEPARTING SAID EAST LINE OF THE WEST HALF OF SECTION 10, N 76'50'50" W, A DISTANCE OF 903.48 FEET: A DISTANCE OF 903.48 FEET; THENCE N 69'27'56" W A DISTANCE OF 596.98 FEET; THENCE N 60'05'53" W A DISTANCE OF 537.87 FEET;

THENCE N 39'37'58" W A DISTANCE OF 507.03 FEET;

THENCE N 1720'04" W A DISTANCE OF 38.65 FEET; THENCE N 90'00'00" W A DISTANCE OF 38.65 FEET; THENCE N 90'00'00" W A DISTANCE OF 408.46 FEET; TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9; THENCE ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

N DOOT'SO" W A DISTANCE OF 373.61 FEET, TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4431 PAGE 18, COUNTY PUBLIC RECORDS; THENCE ALONG THE SOUTH LINE OF SAID PARCEL, THE FOLLOWING TWO (2) COURSES: HENCE ALONG THE SOUTH LINE OF SAID PARCEL, THE FOLLOWING TWO (2) COURSES: 1) THENCE S 89'23'03" E PARALLEL WITH AND 40.00 FEET SOUTH OF, BY PERPENDICULAR MEASUREMENT, THE NORTH LINE OF THE WEST HALF OF SAID SECTION 10, A DISTANCE OF 257.32 FEET; 2) THENCE N 72'13'56" E A DISTANCE OF 126.83 FEET, TO A POINT ON THE NORTH LINE OF THE WEST HALF OF SAID SECTION 10; THENCE ALONG SAID NORTH LINE OF THE WEST HALF OF SECTION 10, S 89'23'03" E, A OISTANCE OF 2267.15 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 62.298 ACRES MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF "RIDGEVIEW LOTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF "RIDEEVIEW ESTATES" AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR PUBLIC USE ALL STREETS AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT; FOREVER, AND ALSO RESERVE THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS UTILITY AND DRAINAGE EASEMENTS ON THIS PLAT, FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, TELEPHONE LINES, WATER LINES, SEWER LINES; TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES; SAND EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MAINER. RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER. EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_ 2007.

DATE

BY: \_\_\_\_\_

ACKNOWLEDGME

STATE OF COLORADO

COUNTY OF ADAMS

NOTARY PUBLIC

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE:

AND THE SURVEY THEREOF.

DATE:

JAMES M. PECK REGISTERED LAND SURVEYOR NO. 29425

PLANNING COMMISSION APPROVAL: APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS \_\_\_\_\_ DAY \_\_\_\_\_ 2007.

CHAIRMAN

CHAIRMAN

CLERK AND RECORDER'S CERTIFICATE:

ADAMS COUNTY CLERK AND RECORDER

RECEPTION NUMBER



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THE FORGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS\_\_\_\_DAY OF \_\_\_\_\_, 2007

I, JAMES M. PECK, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF RIDGEVIEW ESTATES, WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION

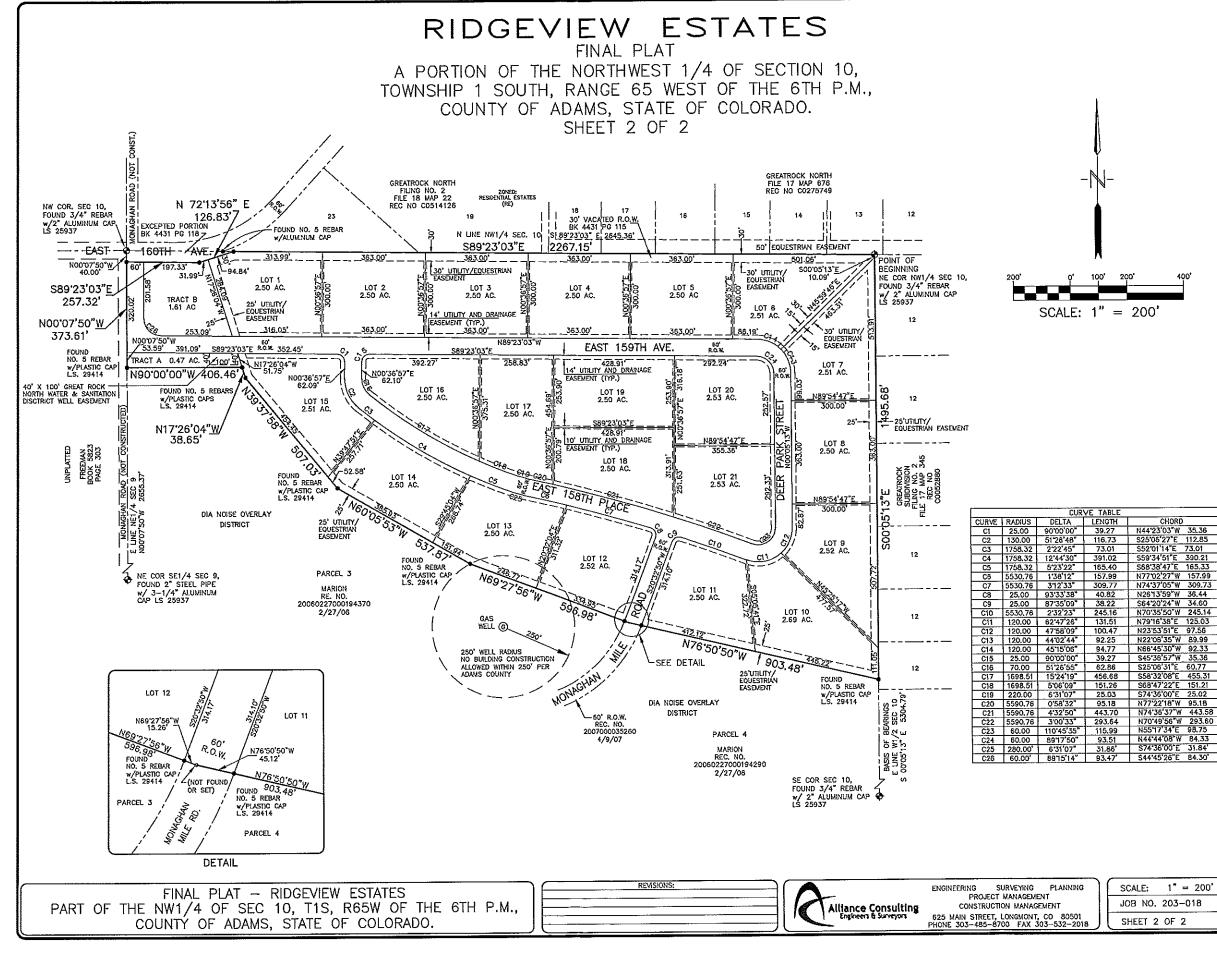
BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS\_\_\_\_DAY OF\_\_\_\_\_\_2007. SUBJECT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT RECORDED HEREWITH.

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF 2007. AT THE COUNTY OF ADAMS THIS \_\_\_\_ DAY OF \_\_\_\_\_ O'CLOCK\_\_\_M..

BY: DEPUTY CLERK

|                        | MAP NO                           | NO           |                        |
|------------------------|----------------------------------|--------------|------------------------|
| Alliance Consulting    | CONSTRU                          | ICT MANAGEME | NT<br>MENT             |
| i cuêncers a saveryors | 625 MAIN STREE<br>PHONE 303-485- | -8700 FAX 30 | 0 80501<br>03-532-2018 |



| CI0         5530,76         2'32'23"         245,16         N70'35'50'W         245,14           C11         120,00         62'47'26"         131,51         N79'16'38'E         125,03           C12         120,00         44'758'09"         100,47         N23'55'1'E         97.56           C13         120,00         44'758'09"         100,47         N23'55'1'E         97.56           C14         120,00         44'02'44"         92.25         N22'06'35'W         99.99           C14         120,00         45'15'06"         94,77         N66'45'30'W         92.33           C15         25.00         90'00'00'         39.27         S45'35'5'W         35.36           C16         70.00         51'26'55"         62.86         S25'06'31'E         60.77           C17         1698.51         15'26'19'         151.26         S68'32'08'E         455.31           C18         1698.51         50'6'03''         151.26         S68'32'08'E         455.21           C19         220.00         6'31'07"         25.03         574'36'00'E         25.02           C21         5590.76         30'33''         293.64         N70'49'58''W         293.60           C23  |   | C8  | 25.00   | 93'33'38*  | 40.82  | N2613'59"W 36.44    |    |
|--|---|-----|---------|------------|--------|---------------------|----|
| C11         120.00         6247726*         131.51         N7916'38'E         125.03           C12         120.00         4758'09*         100.47         N2353'51'E         97.56           C13         120.00         447244*         92.25         N2205'35'W         89.99           C14         120.00         4402'44*         92.25         N2205'35'W         89.99           C14         120.00         4515'06*         94.77         N66'45'30'W         92.33           C15         25.00         90'00'00*         39.27         \$45'36'57'W         35.36           C16         70.00         51'26'55*         62.86         \$25'06'31'E         60.77           C17         1698.51         15'26'09*         151.26         \$86'32'08'E         455.31           C18         1698.51         5'06'09*         151.26         \$86'47'22'E         151.21           C19         220.00         6'310'7'         25.03         \$74'36'00'E         25.02           C21         5590.76         0'53'32'         93.18         N77'2'16'W         93.60           C22         5590.76         0'53'32'         193.84         N45'4'06'W'W         44.35           C23         60.00   | ĺ | C9  | 25.00   |            | 38.22  |                     |    |
| C12         120.00         47'58'09"         100.47         N23'53'51'E         97.56           C13         120.00         44'02'44"         92.25         N22'05'35'W         89.99           C14         120.00         44'02'44"         92.25         N22'05'35'W         89.99           C14         120.00         44'02'44"         92.25         N22'05'35'W         89.99           C14         120.00         45'15'06"         94.77         N86'45'30'W 92.33         C15           C15         25.00         9'0'0'0'0"         39.27         \$45'36'57'W 35.36         C16           C16         70.00         51'26'55'         62.86         \$25'08'26'E         455.31           C17         1698.51         15'26'19"         456.68         \$56'30'E'E         455.31           C18         1698.51         5'06'09"         151.26         \$68'47'22'E         151.21           C19         220.00         6'31'07''         25.03         \$74'36'00'E         25.02           C20         5590.76         0'30'33''         293.64         N77'218''W         97.55           C24         60.00         89'17'50'''         93.51         N44'4'08'W         84.33           C25   |   | C10 | 5530,76 | 2'32'23*   | 245.16 |                     |    |
| C13         120.00         44'02'44"         92.25         N22'05'35"W         89.99           C14         120.00         45'15'06"         94.77         N66'45'30'W         92.33           C15         25.00         90'00'00"         39.27         S45'35'F'W         35.36           C16         70.00         51'26'55"         62.86         S25'06'31"£         60.77           C17         1568.51         15'26'19"         456.68         S58'32'08'£         455.31           C18         1698.51         5'06'09"         151.26         S68'47'22'£         151.21           C19         220.00         6'31'07"         25.03         S74'36'00'£         25.02           C20         5590.76         0'58'32"         95.18         N77'22'16'W         95.16           C21         5590.76         3'30'33"         293.64         N70'49'56'W         293.60           C23         60.00         10'4'3'53"         116.99         N55'17'3'4"E         98.75           C24         60.00         89'17'0"         31.86'         S74'36'00"E         31.84'           C25         280.00'         6'31'07"         31.86'         S74'36'00"E         31.84'           C26         60.   |   | C11 | 120.00  |            | 131.51 |                     | _  |
| C14         120.00         45'15'06"         94.77         N66'45'30'W         92.33           C15         25.00         90'00'00"         39.27         \$45'36'57'W         35.36           C16         70.00         5'12'55'         62.86         \$25'05'31'E         60.77           C17         1698.51         15'26'55'         62.86         \$58'32'08'E         455.31           C18         1698.51         5'06'09"         151.26         \$68'47'22'E         151.21           C19         220.00         6'31'07"         25.03         \$74'36'00'E         25.02           C20         5590.76         0'58'32'         95.18         N77'22'18'W         95.18           C21         5590.76         4'32'50"         443.70         N74'36'37'W         443.58           C23         60.00         10'45'35"         115.99         N55'17'34'E         98.75           C24         60.00         89'17'50"         93.51         N44'4'08'W         84.33           C26         60.00'         89'15'14''         93.47'         \$44'45'26'E         84.30'  |   | C12 | 120.00  | 47'58'09"  | 100.47 | N23'53'51"E 97.56   |    |
| C15         25.00         90'00'00*         39.27         S45'36'57''W         35.36           C16         70.00         51'26'55''         62.86         S25'06''31'E         60.77           C17         1698.51         15'24'19''         456.68         S56'32'08'E         455.31           C18         1698.51         5'06'09''         151.26         S68'47'22'E         151.21           C19         220.00         6'31'07''         25.03         S74'36'00'E         25.02           C20         5590.76         6'58'32'         95.18         N77'2'18'''         95.18           C21         5590.76         3'00'33''         29.364         N77'4''8''''         97.51           C22         5590.76         3'00'33''         29.364         N77'4''9''''''''''''''''''''''''''''''''  |   | C13 | 120.00  | 44'02'44"  | 92.25  | N22'06'35"W 89.99   |    |
| C16         70.00         51'26'55"         62.86         S25'06'31"£         60.77           C17         1568.51         15'24'19"         456.68         S58'32'08'£         455.31           C18         1698.51         5'06'09"         151.26         S68'47'22'£         151.21           C19         220.00         6'31'07"         25.03         S74'36'00'£         25.02           C20         5590.76         0'58'32"         95.18         N77'22'16'W         95.18           C21         5590.76         3'00'33"         293.64         N70'49'56'W         293.60           C23         60.00         10'43'55"         116.99         N55'17'34'E         98.75           C24         60.00         89'17'50''         31.86'         S74'36'00'E         31.84'           C25         280.00'         6'31'07"         31.86'         S74'36'00'E         31.84'           C26         60.00'         89'15'14''         93.47'         S44'45'26'E         84.30'  |   | C14 | 120.00  | 45'15'06"  | 94.77  | N66'45'30"W 92.33   |    |
| C17         1698.51         1524'19"         456.68         S58'32'08'E         455.31           C18         1698.51         5'06'09"         151.26         S68'47'22'E         151.21           C19         220.00         6'31'07"         25.03         574'36'07'E         25.02           C20         5590.76         0'58'32"         95.18         N77'22'18'W         95.18           C21         5590.76         4'32'50"         4'43.70         N74'36'37'W         4'43.58           C22         5590.76         3'00'33"         293.64         N70'4'56'W         293.60           C23         60.00         110'45'35"         115.99         N55'17'34'E         98.75           C24         60.00         89'17'50"         93.51         N44'4'08'W 84.33         C25           C26         60.00'         6'31'07'         31.86'         S74'36'00'E         31.84'           C26         60.00'         6'31'51'4"         93.47'         S44'45'26'E         84.30'   |   | C15 | 25.00   | 90'00'00"  | 39.27  | S45*36*57*W 35.36   |    |
| C18         1698.51         506'09"         151.26         S68'47'22'E         151.21           C19         220.00         6'31'07"         25.03         S74'36'00'E         25.02           C20         5590.76         0'58'32"         95.18         N77'22'18'W         95.18           C21         5590.76         4'32'50"         443.70         N74'36'37"W         443.58           C22         5590.76         3'00'33"         293.64         N70'49'56'W         293.60           C23         60.00         10'45'35"         115.99         N551'74'F         98.75           C24         60.00         89'17'50"         93.51         N44'44'08'W         84.33           C25         280.00'         6'31'07"         31.86'         S74'36'00'E         31.84'           C26         60.00'         89'15'14"         93.47'         S44'45'26'E         84.30'  |   | C16 | 70.00   | 51'26'55"  | 62.86  | S25'06'31"E 60.77   |    |
| C19         220.00         6'31'07"         25.03         \$74'36'00'E         25.02           C20         5590.76         0'58'32"         95.18         N77'22'18'W         95.18           C21         5590.76         1590.76         432'50'         443.70         N74'35'3''W         443.58           C22         5590.76         3'00'33"         293.64         N70'49'56'W         293.60           C23         60.00         110'43'55"         116.99         N55'17'34'E         98.75           C24         60.00         89'17'50''         31.86'         \$74'36'00'E         31.84'           C25         280.00'         6'31'07"         31.86'         \$74'36'00'E         31.84'           C26         60.00'         89'15'14''         93.47'         \$44'45'26'E         84.30'  |   | C17 | 1698.51 | 15'24'19"  | 456.68 | S58'32'08"E 455.31  | 3  |
| C20         5590.76         0'58'32'         95.18         N77'22'18'W         95.18           C21         5590.76         4'32'50'         443.70         N74'36'37'W         443.58           C22         5590.76         3'00'33'         293.64         N70'4'36'37'W         443.58           C22         5590.76         3'00'33'         293.64         N70'4'56'W         293.60           C23         60.00         110'45'35"         115.99         N55'17'34'E         98.75           C24         60.00         89'17'50''         93.51         N44'4'08'W         84.33           C25         280.00'         6'31'07''         31.86'         574'36'00'E'         84.33           C26         60.00'         6'31'07''         31.47''         S44'45'26'E'E         84.30'   |   | C18 | 1698.51 | 5'06'09"   | 151.26 | S68*47*22"E 151.21  |    |
| C21         5590.76         432'50*         443.70         N74'36'37''W         443.58           C22         5590.76         3'00'33*         293.64         N70'49'56''W         293.60           C23         60.00         110'45'35*''         93.51         N44'40'8''W         84.33           C25         280.00'         6'31'07''         31.86'         S74'36'00'E         31.84'           C26         60.00'         89'15'14''         93.47'         S44'45'26''E         84.30'   |   | C19 | 220.00  | 6'31'07"   | 25.03  | S74'36'00"E 25.02   | ٦. |
| C22         5590.76         3'0'3''         293.64         N70'49'58'W         293.60           C23         60.00         110'43'55"         116.99         N55'17'34'E         98.75           C24         60.00         89'17'50''         93.51         N44'4'08'W         84.33           C25         280.00'         6'31'07''         31.86''         S74'36'00'E         31.84'           C26         60.00'         89'15'14''         93.47''         S44'45'26'E         84.30'           RNG         SURVEYING         PLANNING         PROJECT MANAGEMENT         SCALE:         1'' = 200''           JOB         NO.         203-018         SURET OF CONSTRUCTION MANAGEMENT         SURTET OF CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION CONSTRUCTION MANAGEMENT         SURTET OF CONSTRUCTION CONST |   |     | 5590.76 | 0'58'32"   | 95.18  | N77'22'18"W 95.18   | ٦  |
| C22         5590.76         300'33"         293.64         N70'49'56"W         293.60           C23         60.00         110'45'35"         116.99         N55'17'34'E         98.75           C24         60.00         89'17'50'         93.51         N44'4'08'W         84.33           C25         280.00'         6'31'07"         31.86'         S74'36'00'E         31.84'           C26         60.00'         89'15'14"         93.47'         S44'45'26'E         84.30'           RNG         SURVEYING         PLANNING         PROJECT MANAGEMENT         SCALE:         1" = 200'           JOB         NO.         203-018         SURET OF A 20501         SURET OF A 20501         SURET OF A 20501   |   | C21 | 5590.76 | 4'32'50*   | 443.70 | N74'36'37"W 443.58  | 7  |
| C23         60.00         110'45'35"         115.99         N55'17'34'E         98.75           C24         60.00         89'17'50"         93.51         N44'44'08'W         84.33           C25         280.00'         6'31'07'         31.86'         574'36'O'E         31.84'           C26         60.00'         6'31'07'         34.47'         544'45'26"E         84.30'           C26         60.00'         6'9'15'14"         93.47'         544'45'26"E         84.30'           C26         60.00'         6'9'15'14"         93.47'         544'45'26"E         84.30'           SURVEYING         PLANNING         PROJECT MANAGEMENT         JOB NO. 203-018         JOB NO. 203-018           NSTREET, LONSMONT, CO         80501         FUELT         0.5.2         0.5.2  |   |     |         |            | 293.64 | N70'49'56"W 293.60  |    |
| C24         60.00         8917'50"         93.51         N44'4'08'W         84.33           C25         280.00'         6'31'07'         31.86'         S74'36'00'E         31.84'           C26         60.00'         8915'14"         93.47'         S44'45'26'E         84.30'           C26         60.00'         8915'14"         93.47'         S44'45'26'E         84.30'           SCALE:         1"         =         200'         JOB NO. 203-018         JOB NO. 203-018  |   | C23 |         | 110'45'35" | 115.99 | N55'17'34"E 98.75   |    |
| C25         280.00'         6'31'07"         31.86'         374'36'00'E         31.84'           C26         60.00'         89'15'14"         93.47'         \$44'45'26'E         84.30'           NNG         SURVEYING         PLANNING         PROJECT MANAGEMENT         SCALE:         1" = 200'           JOB         NO.         203-018         JOB         NO.         203-018  |   |     |         | 89'17'50"  | 93.51  | N44*44*08*W 84.33   | ٦  |
| C26         60.00'         6915'14"         93.47'         S44'45'26"E         84.30'           RNG         SURVEYING         PLANNING         PROJECT         SCALE:         1" = 200'           JOB         NO.         203-018         JOB         NO.         203-018  |   | C25 | 280.00* |            | 31.86' | S74*36'00"E 31.84'  |    |
| ING SURVEYING PLANNING<br>PROJECT MANAGEMENT<br>ONSTRUCTION MANAGEMENT<br>N STREET, LONGMONT, CO 80501   |   |     |         |            |        | \$44'45'26"E 84.30' | 7  |
| PROJECT MANAGEMENT<br>JONSTRUCTION MANAGEMENT<br>USTREET LONGUONT CO. 80501  |   |     |         |            |        |                     |    |
| ONSTRUCTION MANAGEMENT JOB NO. 203-018   |   |     |         |            |        | CALE: 1" = 200'     |    |
|  |   |     |         |            | JC     | B NO, 203-018       |    |
|  |   |     |         |            | 8 J Si | HEET 2 OF 2         |    |
|  |   |     |         |            |        |                     |    |

## EXHIBIT B

Form of Special Warranty Deed Conveying Water Rights from Owner to District

Greatrock North/Inclusions/Ridgeview Estates (2087) 0495.0909 (Ridgeview Estates Inclusion Agreement (2008)) Doc. # 104632-12

| SPECIAL WARRANTY DEED         THIS DEED, made this       company the states, LLC, a Colorado limited liability company, whose legal address is 5440 Ward Road, Suite 240, Arvada, Colorado 80002 of the State of Colorado ("Grantor"), and Greatrock North Water and Sanitation District, a Colorado Special District, whose legal address is 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, of the County of Adams, State of Colorado ("Grantee"); | <b>WITNESSETH</b> , That Grantor, for and in consideration of the sum of One dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto Grantee, and Grantee's heirs, successors and assigns forever, all the water and water rights including, but not limited to, tributary, and nontributary and not nontributary water rights, ditches and ditch rights, wells and well rights, reservoirs and reservoir rights, whether decreed or undecreed, permitted or unpermitted, including, but not limited to, the groundwater in the Denver, Dawson, Arapahoe, and Laramie-Fox Hills aquifers underlying, appurtenant to or associated with the land, and, to the extent applicable, adjacent right-of-way, described as follows: | <ul> <li>BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION<br/>10, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M., THENCE S 00°05'13" E ALONG THE<br/>EAST LINE OF THE WEST HALF OF SECTION 10, WITH ALL BEARINGS CONTAINED HEREON<br/>RELATIVE THERETO, A DISTANCE OF 1495.08 FEET;<br/>THENCE DEPARTING SAID EAST LINE OF THE WEST HALF OF SECTION 10, N 76°50'50" W, A<br/>DISTANCE OF 903.48 FEET;<br/>THENCE N 80°27'56" WA DISTANCE OF 596.38 FEET;<br/>THENCE N 80°2756" WA DISTANCE OF 596.38 FEET;<br/>THENCE N 80°2756" WA DISTANCE OF 597.03 FEET;<br/>THENCE N 80°2756" WA DISTANCE OF 577.03 FEET;<br/>THENCE N 80°000" WA DISTANCE OF 38.65 FEET;<br/>THENCE ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, N<br/>OOPTHEAST QUARTER OF SECTION 9;<br/>THENCE ALONG SAID BOOK 4431 PAGE 18, COUNTY PUBLIC RECORDS;<br/>THENCE ALONG THE SOUTH LINE OF SAID PARCEL, THE FOLLOWING TWO (2) COURSES;<br/>OO°750" WA DISTANCE OF 126.33 FEET, TO A POINT ON THE EAST LINE OF THE<br/>OO°750" WA DISTANCE OF 33.61 FEET, TO A POINT ON THE SOUTH LINE OF THAT<br/>NERSURFEMENT; THE NORTHLAST QUARTER OF SAID SECTION 9, N<br/>OO°750" WA DISTANCE OF 38.65 FEET;<br/>THENCE ALONG SAID DACCEL, THE FOLLOWING TWO (2) COURSES;<br/>OO°750" WA DISTANCE OF 126.33 FEET, TO A POINT ON THE NORTH LINE OF<br/>THENCE ALONG SAID SECTION 9;<br/>THENCE ALONG SAID SECTION 10, REF SOUTH LINE OF THAT PARCEL<br/>OF TARIND ESCRIBED IN BOOK 4431 PAGE 18, COUNT ON THE NORTH LINE OF<br/>THE WEST HALF OF SAID SECTION 10, THE SOUTH LINE OF THAT PARCEL<br/>OF LAND DESCRIBED IN BOOK 4431 PAGE 18, COUNT OF RECORDS;<br/>THENCE ALONG SAID SECTION 9;<br/>THENCE ALONG SAID SECTION 10, REF SOUTH OF A DISTANCE OF 237.350" E, A<br/>DIFFERENCE ALONG SAID SECTION 10;<br/>THENCE ALONG SAID NORTH LINE OF THE WEST HALF OF SECTION 10, S 89°2303" E, A<br/>DIFFERENCE OF SAID SECTION 10;<br/>THENCE ALONG SAID NORTH LINE OF THE VEST HALF OF SECTION 10, S 89°2303" E, A<br/>DIFFERENCE OF SAID SECTION 10;<br/>THENCE</li></ul> | <b>TOGETHER WITH</b> all and singular the hereditaments and appurtenances thereto belonging, or in anywise apper-<br>taining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate,<br>right, title, interest, claim and demand whatsoever of Grantors, either in law or equity, of, in and to the above bargained water<br>rights, with the hereditaments and appurtenances; | <b>TO HAVE AND TO HOLD</b> the said water rights above bargained and described with the appurtenances, unto Grantee, and Grantee's heirs, successors and assigns forever. Grantors, for Grantors and Grantors' heirs, successors and assigns, do covenant and agree that Grantors shall and will WARRANT AND FOREVER DEFEND the above bargained water rights in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantors, and those specific exceptions described by reference to recorded documents as reflected by the water decree stated herein above. <b>IN WITNESS WHEREOF</b> , Grantor has executed this deed on the date set forth above. | GRANTOR:<br>RIDGEVIEW &STATES, LLC, a Colorado limited liability company<br>By David E. Moore, P.E., Managing Member | STATE OF COLORADO ) ss.<br>County of $\int df f df d$ | Witness my hand and official seal.<br>My commission expires: 10/1/20/0<br>My commission expires: 10/1/20/0<br>Active Nature Active And Andrew Control of Colorado Bolts<br>Motary Public<br>After Recordation Please Return To:<br>White, Bear & Ankele Professional Corporation, 1805 Shea Center Drive, Suite 100, Highlands Ranch,<br>Colorado 80129 |  |
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|--|--|--|--|---|--|---|---|--|



8/28/17

Adams County Building Department 4430 S. Adams County Pkwy Brighton, CO 80601

RE: Ridgeview Estates Subdivision
 21-2.5 acre lots on 62.3 acres
 Located in the West ½ of Section 10, T 1 S, R 65 W. of 6<sup>th</sup> P.M.
 SE of E. 160<sup>th</sup> Avenue and Monaghan Road (extended)

To whom it may concern:

Tri-County Health Department will allow the use of OWTS for the proposed development, provided:

- 1. A separate OWTS application and application fee is received for every individual home.
- 2. Each OWTS must have its own, distinct OWTS design document with soil investigation work for EVERY lot.
- 3. The applicant may choose any recognized engineer to do soil investigation work and/or to design the OWTS system.
- 4. The applicant or general contractor may choose any installer to do the installation of the OWTS, provided the installer is currently licensed by TCHD.
- 5. Each lot will be visited by TCHD for a site evaluation prior to approval and issuance of each OWTS permit. TCHD will verify each proposed design on site, as part of the design evaluation.
- 6. Each OWTS will be inspected by TCHD after construction, and prior to backfill. Each OWTS will be given final approval after all deficiencies are corrected and all documentation are received. All permitting and installation must be done in accordance with the current OWTS regulations (Regulation O-17).

Provided that the above stipulations are adhered to, TCHD will approve OWTS for these proposed lots.

Jeff McCarron Environmental Health Specialist IV 4201 E. 72<sup>nd</sup> Avenue, Suite D Commerce City, CO 80022 303-439-5913 jmccarron@tchd.org

Serving Adams, Arapahoe and Douglas Counties ▼ Richard L. Vogt, MD, Executive Director ▼ www.tchd.org 4201 E. 72<sup>nd</sup> Ave, Suite D Commerce City, CO 80022

Tri-County Health Department Page 2 of 2



October 17, 2018

Mr. David Moore Alliance Consulting 16415 W. 85<sup>th</sup> Lane Unit B Arvada, CO 80007

Dear Mr. Moore:

United Power is the provider of electric service in the area of Ridgeview Estates located in a portion of the Northwest <sup>1</sup>/<sub>4</sub> of Section 10, Township 1 South, Range 65 West of the 6<sup>th</sup> P.M., County of Adams, State of Colorado. There is electrical distribution in the area that may or may not need to be upgraded, depending on the requirements of the site, in order to provide capacity and safe reliable power to the area.

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

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

Sincerely

Monica Nuccio Project Manager - Subdivisions

MLN:sjf



## WILL SERVE LETTER

October 24, 2018

Re:

Dear Patrick Domagall,

This letter is to confirm that Xcel Energy is your utility provider for natural gas. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas facilities can be made available to serve the project at 23 properties at Ridgeview Estates on E 106th Ave, Brighton, CO 80603.

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

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

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

It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for these requirements can be found at <u>Site Requirements</u>. <u>https://www.xcelenergy.com/staticfiles/xe-responsive/Admin/Managed Documents</u> & PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdfEasement requirements can be found at <u>Utility</u> Design and Layout.

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

Sincerely,

David Loder Xcel Energy Technician

Mailing address: EN Engineering

9777 Pyramid Ct., Suite 200 Englewood, CO 80112



David E. Moore <demoorepe@allianceengineer.com>

## **Confirmation of Payment**

ACI Payments, Inc. - Customer Service <customerservice@acipayonline.com> To: David Moore <demoorepe@allianceengineer.com> Fri, Nov 15, 2024 at 12:45 AM

| ACI PAYMENTS, INC.   |
|--|
|  |
| Dear ACI Payments, Inc. Customer:  |
| Thank you for selecting ACI Payments, Inc. for electronic payment of Building Permit Payments. Your payment of \$400.00 was sent to Adams County - Building Safety on 11-14-2024. Your confirmation number is 06757G.              |
| To check the status of   |
| your payment, visit the ACI Payments, Inc. Web site at<br>https://acipayonline.com/pc_paym.jsp. Please be prepared to provide<br>your e-mail address demoorepe@allianceengineer.com and one of the following two<br>items:         |
| -Your confirmation number, 06757G  |
|  |
|  |
| OR   |
| -The last four digits of the card you used for payment, 0281   |
| To become a registered user of ACI Payments, Inc., enabling you to access your complete tax and fee payment history, visit our web site at <a href="http://acipayonline.com/pc_sign.jsp">http://acipayonline.com/pc_sign.jsp</a> . |
| Again, thank you for using<br>ACI Payments, Inc. We hope you enjoy the convenience, cash<br>management, and payment card benefits earned from your<br>payment.   |
| Customer Service   |
| ACI Payments, Inc.<br>Corporation  |
| Questions? Call toll-free 1-800-487-4567.  |
|  |
|  |
|  |







ACI Payments, Inc. 6060 Coventry Drive Elkhorn, NE 68022 acipayonline.com ACI Payments, Inc. - Pay Taxes, Utility Bills, Tuition & More Online

This is a "printer friendly" page. Please use the "print" option in your browser to print this screen.

## **ACI** PAYMENTS, INC.

## Adams County - Building Safety, CO

## **Building Permit Payments**

|                                | ion Number:              | 06757G                                     |  |  |
|--------------------------------|--------------------------|--|--|--|
| Payment Date:<br>Payment Time: |                          | Thursday, November 14, 2024<br>>11:45PM PT |  |  |
| Payer Info                     | rmation                  |  |  |  |
|                                | Name:                    | David Moore                                |  |  |
|                                | Street Address:          | 16415 W 85th Ln Unit B                     |  |  |
|                                |                          | Arvada, CO 80007                           |  |  |
|                                |                          | United States                              |  |  |
|                                | Daytime Phone<br>Number: | (720) 625 - 1571                           |  |  |
|                                | E-mail Address:          | demoorepe@allianceengineer.com             |  |  |
| Permit Number:                 |                          | 84312                                      |  |  |
|                                | Site Street Address:     | 16415 W 85th Ln Unit B                     |  |  |
|                                | Site Zip Code:           | 80007                                      |  |  |
| Card Infor                     | mation                   |  |  |  |
|                                | Card Type:               | Visa                                       |  |  |
|                                | Card Number:             | ********0281                               |  |  |
| Payment I                      | nformation               |  |  |  |
|                                | Payment Type:            | Building Permit Payments                   |  |  |
|                                | Payment Amount:          | \$400.00                                   |  |  |
|                                | Convenience Fee:         | \$11.80                                    |  |  |
|                                | Total Payment:           | \$411.80                                   |  |  |
|                                |                          |  |  |  |

Thank you for using ACI Payments, Inc. If you have a question regarding your payment, please call us toll free at 1-800-487-4567. To make payments in the future, please visit our website at acipayonline.com.



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## **Community & Economic Development Department**

## Case Number PRE2024-00079 as of 11/15/2024

4430 South Adams County Parkway, Suite W2000A Brighton CO 80601-8216 (720) 523-6800

## **Case Information**

| Case Name:                              | Ridgeview Estates Filing 2  |
|---|---|
| Received:                               | 11/15/2024  |
| Location:                               | 28205 1/2 E 159th AVE   |
| Parcel(s):                              | 0156710201015   |
| Description:                            | Ridgeview Estates Filing No 2 residential subdivision located in the vicinity of 28205 1/2 E 159th Ave consisting of nine lots. |
| EXTERNAL AGENCY REVIEWS                 | C C C C C C C C C C C C C C C C C C C   |
| CDOT Review                             | No  |
| Division of Water Resources Review      | No  |
| Geological Survey Review                | No  |
| Soil Conservation Review                | No  |
| Xcel Energy Review                      | No  |
| Adams County Fire Review                | No  |
| Brighton Fire Review                    | No  |
| Strasburg Fire Review                   | No  |
| North Metro Fire Review                 | No  |
| o Division of Parks and Wildlife Review | No  |
| CDPHE Review                            | No  |
| GENERAL                                 |   |
| New PRE WF                              | Yes   |
| Type of Project                         | Residential   |
| Proposed Land Use                       | Residential   |
| Received                                | 11/15/2024  |
| Conceptual Review Meeting Duration      |   |
| Application Fee                         | 400   |
| Workflow Information                    |   |

#### Tagly Nama

Task Name

**Task Status** 

Date



AdamsCounty 4430S AdamsCountyParkway Suite C2436 Brighton, CO, 80601 720-523-6160 720-523-6171

#### Receipt2024-11-14-SMO-19360

| Product                | Name   | Extended                        |
|------------------------|--|---------------------------------|
| 2                      | Certificate of Taxes Due R0204143                          | \$10.00                         |
|                        |  | Account #: R0204143             |
|                        |  | Effective Date: 11/14/24        |
|                        |  | Certificate Number: 2024-253041 |
| Certificate of Taxes   |  | Item ID: R0204143/              |
| COTD                   | Jue  | \$10.00                         |
| COTD3                  |  | (\$10.00)                       |
|                        |  | \$10.00                         |
| 2                      | Certificate of Taxes Due R0204142                          | \$10.00                         |
|                        |  | Account #: R0204142             |
|                        |  | Effective Date: 11/14/24        |
|                        |  | Certificate Number: 2024-253042 |
| Certificate of Taxes D | Jue  | Item ID: R0204142/              |
| COTD                   |  | \$10.00                         |
| COTD3                  |  | (\$10.00)                       |
|                        |  | \$10.00                         |
| 2                      | Certificate of Taxes Due R0020141                          | \$10.00                         |
|                        |  | Account #: R0020141             |
|                        |  | Effective Date: 11/14/24        |
|                        |  | Certificate Number: 2024-253043 |
| Certificate of Taxes D | )ue  | Item ID: R0020141/              |
| COTD                   |  | \$10.00                         |
| COTD3                  |  | (\$10.00)                       |
|                        |  | \$10.00                         |
| Total                  |  |                                 |
| Tender (Check)         |  | \$30.00                         |
| Check Number           | 181  | \$30.00                         |
| Payor                  | DAVID EVERETT MOORE 16415 W 85TH LN UNIT B ARVADA CO 80007 |                                 |



#### David E. Moore <demoorepe@allianceengineer.com>

## Thank you for your payment

| GS_LUR@mines.edu <cgs_lur@mines.edu><br/>: demoorepe@allianceengineer.com</cgs_lur@mines.edu>   |          | Sat, Nov 2, 2024 at 11:25 A |
|---|----------|-----------------------------|
| Receipt Number: 880141<br>Colorado Geological Survey<br>Date: 11/02/2024  |          |                             |
| Description   | Amount   |                             |
| Pre-Pay the Colorado Geological Survey Land Use<br>Review Fee<br>Must select project size to calculate a price: Very<br>Small Residential Subdivision -<br>Project Name: Ridgeview Estates Filing No. 2<br>County of Project: Adams County Colorado<br>Applicant's Name: Ridgeview Properties LLC<br>Applicant's Address (line 1): 16415 W 85th Ln Unit<br>B<br>Applicant's City: Arvada<br>Applicant's State: CO<br>Applicant's Zip Code: 80007<br>Applicant's Phone: 7206251571<br>Applicant's Email:<br>demoorepe@allianceengineer.com<br>Section: NW 1/4 Section 10<br>Township: 1 South<br>Range: 65 West<br>Latitude: 39 59 01 N<br>Longitude: 104 39 08 W<br>Pre-Pay the Colorado Geological Survey Land Use<br>Review Fee | \$600.00 |                             |
| Total   | \$600.00 |                             |
| Payments Received   | Amount   |                             |
| CC<br>Visa XXXXXXXXXXX0281<br>Authorization # 05941G  | \$600.00 |                             |
| Total   | \$600.00 |                             |

Thank you for the payment.



#### **Notice Criteria Tool**

Notice Criteria Tool - Desk Reference Guide V\_2018.2.0

The requirements for filing with the Federal Aviation Administration for proposed structures vary based on a number of factors: height, proximity to an airport, location, and frequencies emitted from the structure, etc. For more details, please reference CFR Title 14 Part 77.9.

You must file with the FAA at least 45 days prior to construction if:

- your structure will exceed 200ft above ground level
- your structure will be in proximity to an airport and will exceed the slope ratio
- your structure involves construction of a traverseway (i.e. highway, railroad, waterway etc...) and once adjusted upward with the appropriate vertical distance would exceed a standard of 77.9(a) or (b)
- your structure will emit frequencies, and does not meet the conditions of the FAA Co-location Policy
   your structure will be in an instrument approach area and might exceed part 77 Subpart C
- your proposed structure will be in proximity to a navigation facility and may impact the assurance of navigation signal reception
- your structure will be on an airport or heliport
- filing has been requested by the FAA

If you require additional information regarding the filing requirements for your structure, please identify and contact the appropriate FAA representative using the Air Traffic Areas of Responsibility map for Off Airport construction, or contact the FAA Airports Region / District Office for On Airport construction.

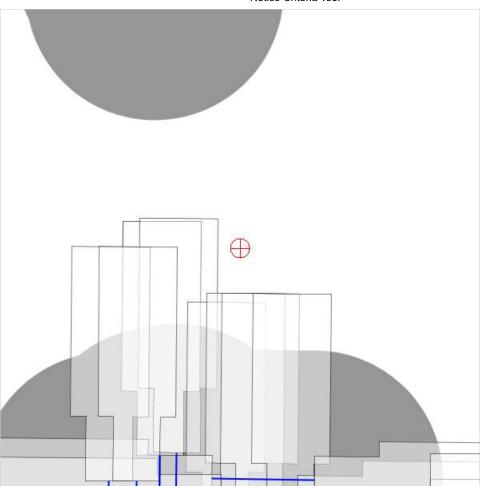
The tool below will assist in applying Part 77 Notice Criteria.

| * Structure Type:        | HOME   House  V Please select structure type and complete location point information. |
|--------------------------|---|
| Latitude:                | 39 Deg 59 M 03 S N 🗸  |
| Longitude:               | 104 Deg 39 M 06 S W 🗸   |
| Horizontal Datum:        | NAD83 🗸   |
| Site Elevation (SE):     | 5226 (nearest foot)   |
| Structure Height :       | 35 (nearest foot)   |
| Is structure on airport: | <ul> <li>No</li> <li>Yes</li> </ul>   |

#### Results

You do not exceed Notice Criteria.

Notice Criteria Tool





August 21, 2019

Greg Barnes Adams County Planner Planning and Development Department Adams County 4430 South Adams County Parkway Brighton, CO 80601

Ref: School Impact Report Ridgeview Estates East Bromley Road Adams County, Colorado

Dear Greg:

The projected number of students at full development of the proposed project based upon the Brighton School District RE-27J student generation factors (based upon the Districts' student generation rates and a total of 21 residential units) is as follows:

| Northeast Elementary School                | 0.264 students/DU | 6 students  |
|--|-------------------|-------------|
| Overland Trail Middle School               | 0.145 students/DU | 2 students  |
| Brighton High School                       | 0.179 students/DU | 3 students  |
| Total Projected Students at full build out |                   | 11 students |

The land cash in lieu dedication requirement for Ridgeview Estates would result in a school fee of \$5,781.08 at the time of platting.

If you have additional questions, please contact me at the address and number listed below.

Sincerely,

David E. Moore, PE