



## **SUBDIVISION-MAJOR / PRELIMINARY**

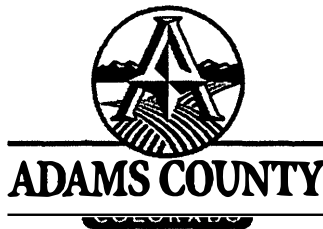
**Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pg. 3) included in this packet for more information on each submittal item.**

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

1. Development Application Form (pg. 4)
2. Application Fees (pg. 2)
3. Written Explanation of the Project
4. Site Plan Showing Proposed Development
5. Copy of Plat prepared by Registered Land Surveyor (pg. 7)
6. School Impact Analysis (contact applicable District)
7. Fire Protection Report (contact applicable District)
8. Proof of Ownership (title policy dated within 30 days of submittal)
9. Proof of Water and Sewer Services
10. Proof of Utilities (e.g. electric, gas)
11. Legal Description
12. Certificate of Taxes Paid
13. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 12)
14. Certificate of Surface Development (pg. 13)

### **Required Engineering Documents, 2 hard copies**

1. Preliminary Drainage Report
2. Preliminary Traffic Impact Study
3. Preliminary Erosion and Sediment Control Plans
4. Preliminary Construction/ Engineering Design Plans



## DEVELOPMENT APPLICATION FORM

### Application Type:

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

PROJECT NAME: GRASSLANDS AT COMANCHE- FILING No. 6

### APPLICANT

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

Address: 412 West Platte Street

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

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

### OWNER

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

Address: 412 West Platte Street

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

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

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

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

Address: 127 SOUTH DENVER AVE.

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

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

## DESCRIPTION OF SITE

Address:	TBD
City, State, Zip:	STRASBURG, CO, 80136
Area (acres or square feet):	46.224
Tax Assessor Parcel Number	0173133400009
Existing Zoning:	PUD
Existing Land Use:	VACANT
Proposed Land Use:	RURAL RESIDENTIAL

Have you attended a Conceptual Review? YES ☐ NO ☒

If Yes, please list PRE#:

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

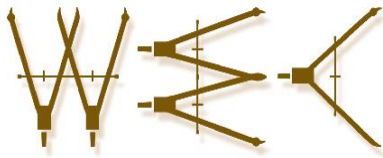
Name:

Date:

Owner's Printed Name

Name:

Owner's Signature



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

September 1, 2021

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

**RE: GRASSLANDS AT COMANCHE FILING 6 PROJECT NARRATIVE**

Adams County Community and Economic Development:

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

The subject property is located in the Southeast  $\frac{1}{4}$  (Filing 6) of Section 33, Township 2 South, Range 62 West of the 6th, P.M., County of Adams, State of Colorado, as stated in the Commitment for Title Insurance dated July 28, 2021. Filing 6 is proposed in Parcel No. 0173133400009.

**PURPOSE / BACKGROUND**

The property has historically been and is currently farmland, zoned PUD in 2007 within Adams County.

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

**Grasslands at Comanche PUD**

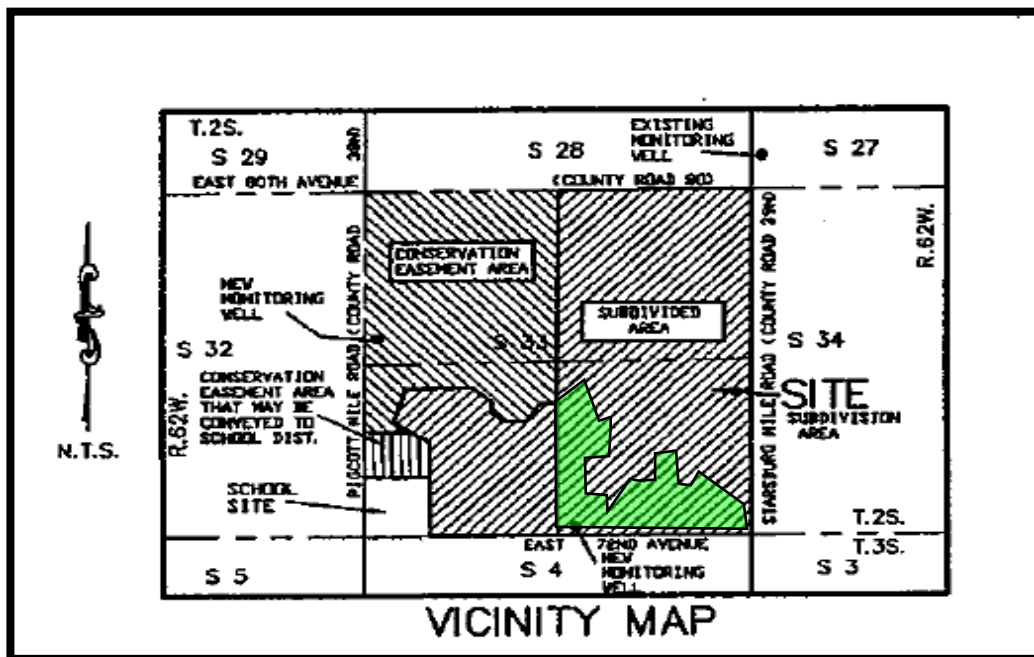


Fig.1

This phase of the PUD development is shown in the Fig No2. Filing 6.

### Grasslands at Comanche Filing 6

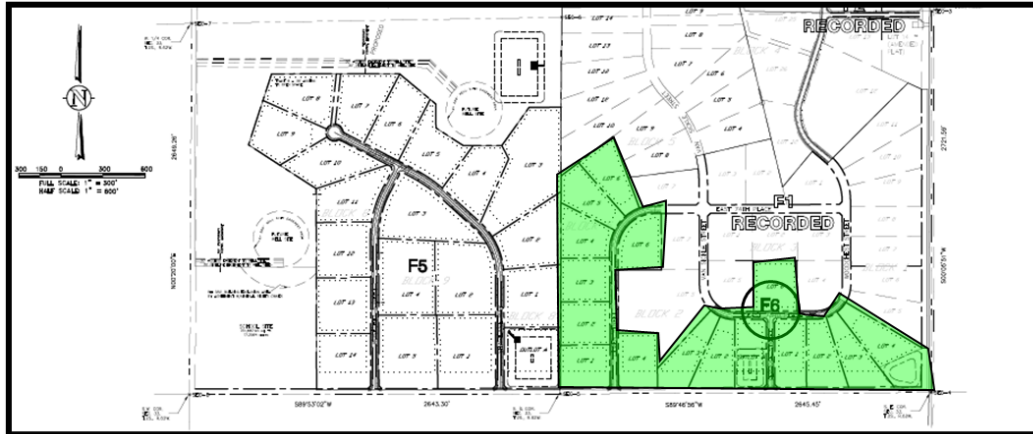


Fig.2 -Filing 6

The development is proposed per the requirements established in the Zoning Hearing decision - Case # PRJ2007-00004 held on the 14th of May 2007 by County Commissioners, and the Resolution by County Commissioners in the Hearing for Acceptance of Conservation Easements for Grasslands at Comanche PUD case PRJ2007-00004 held on the 21<sup>st</sup> of May 2007. Filing 6 is approximately 45.85 acres, proposing 16 acreage lots (2.5 ac. and larger).

### ADJACENT USES

To the north, rural residences (Recorded Filings No 1 and No. 2); to the south, East 72<sup>nd</sup> Avenue; to the west vacant land (Future Filing No. 5 -19 lots); and to the east Strasburg Road (County Road 39).

### RELATIONSHIP TO & IMPACT UPON ADJACENT USES

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

### Adams County Comprehensive Plan Map

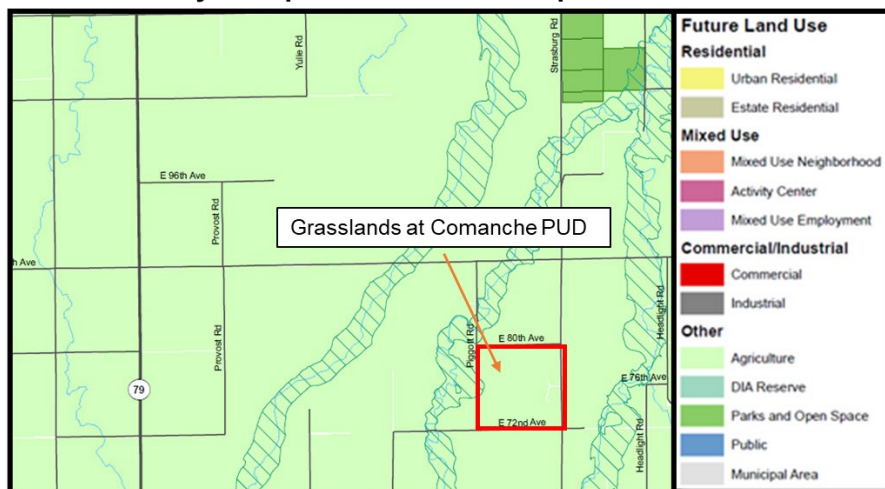


Fig. No3

## ACCESS LAYOUT

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

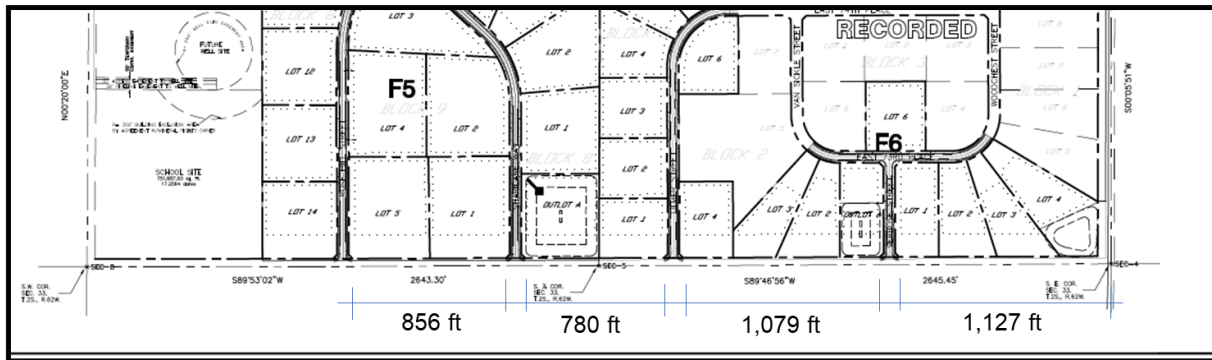


Fig. 4

## STATEMENT ON COMMUNITY NEED FOR PROPOSED SUBDIVISION

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

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

## GEOLOGICAL HAZARDS

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

## PHASING, and UTILITY DISTRICTS

The following summarizes the proposed specifics:

- |                                  |   |
|----------------------------------|---|
| • Zoning                         | Currently zoned PUD in Adams County                                 |
| • Proposed Use                   | Rural residence   |
| • Type of structures to be built | Single family ranch style residential units and accessory buildings |
| • Phasing                        | No phasing currently proposed                                       |
| • Water source                   | Water Well by future owners   |
| • Sanitary Sewer source          | Individual septic systems by future owners                          |
| • Storm sewer                    | On Site Retention ponds   |
| • Gas & Electricity              | Propane gas tanks and IREA for Electricity                          |
| • Fire Protection                | Strasburg Fire Protection District                                  |

## EXISTING INFRASTRUCTURE AND PROPOSED IMPROVEMENTS

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

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

### **RIGHT OF WAY**

The following adjacent half Right of Ways are dedicated as stated in Zoning Hearing Decision– Case #PRJ2007-00004 the PUD conditions to approve:

Strasburg Road 70 feet, East 72<sup>nd</sup> Ave 40 feet, and internal streets 60 feet (full ROW).

### **POTENTIAL IMPACT IN ADJACENT PROPERTIES**

No negative impact is anticipated from this development to adjacent properties after construction has been completed.

Traffic impacts from this proposal are expected to be minimal, please see the enclosed Trip Generation Estimate.

### **SUBMITTAL CHECKLIST**

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

#### **Required Engineering Documents:**

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

### **CLOSING**

The Applicant is excited to continue development of lots project in Adams County.

The desired schedule is to achieve approvals and begin Construction in early 2022 if the residential market allows, and service infrastructure is available.

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

Sincerely,

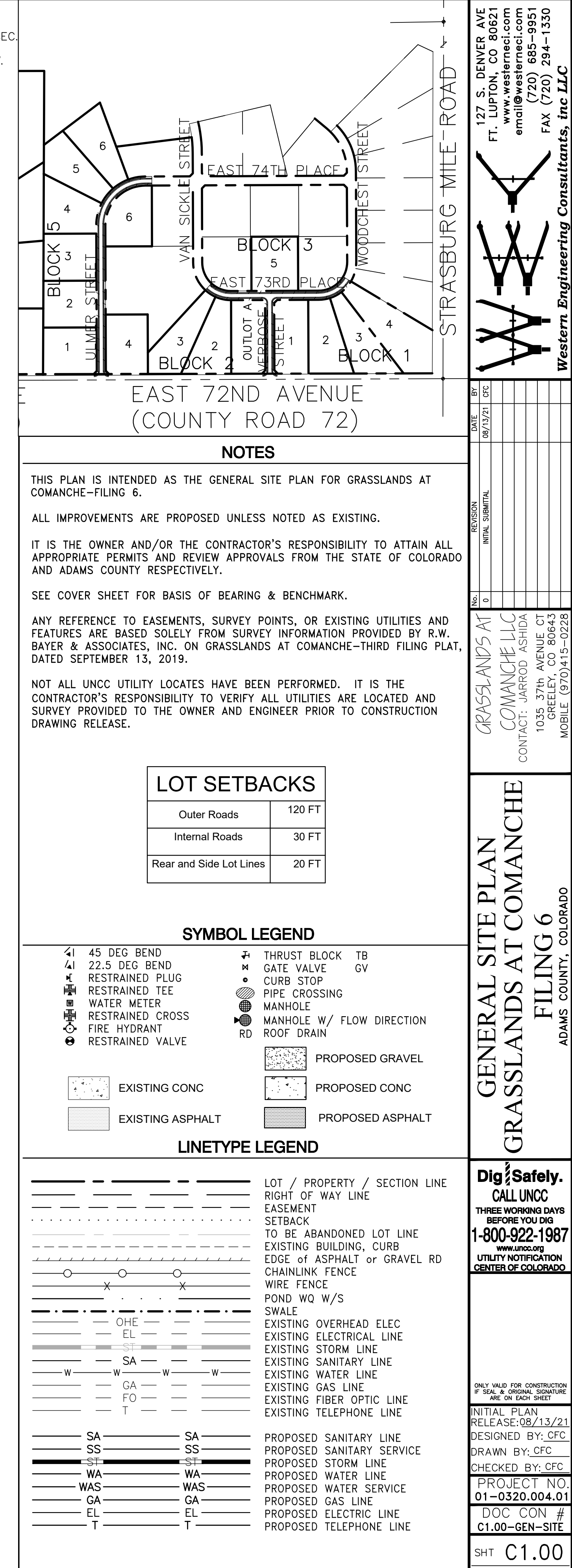


Western Engineering Consultants inc., LLC

Chadwin F. Cox, P.E.  
Senior Project Manager

Encl. Major Subdivision Preliminary Review documents and plans.





# GRASSLANDS AT COMANCHE - SIXTH FILING, PRELIMINARY PLAT

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

CASE NO: .

SHEET 1 OF 4

VICINITY MAP

DEDICATION:

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

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, STREETS AND EASEMENTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF GRASSLANDS AT COMANCHE - SIXTH FILING AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, ALL STREETS, AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT, FOREVER, AND ALSO GRANT THE EASEMENTS AS SHOWN, LABELED AS UTILITY EASEMENTS ON THIS PLAT, FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, TELEPHONE LINES, SEWER LINES, WATER LINES: TOGETHER WITH A RIGHT TO TRIM INTERFERING TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS AND RIGHTS TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER. EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

FOR GRASSLANDS AT COMANCHE LLC, A COLORADO LIMITED LIABILITY COMPANY:

\_\_\_\_\_  
XXX, MANAGER

ACKNOWLEDGEMENT:

COUNTY OF ADAMS )  
 )SS  
STATE OF COLORADO)

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

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

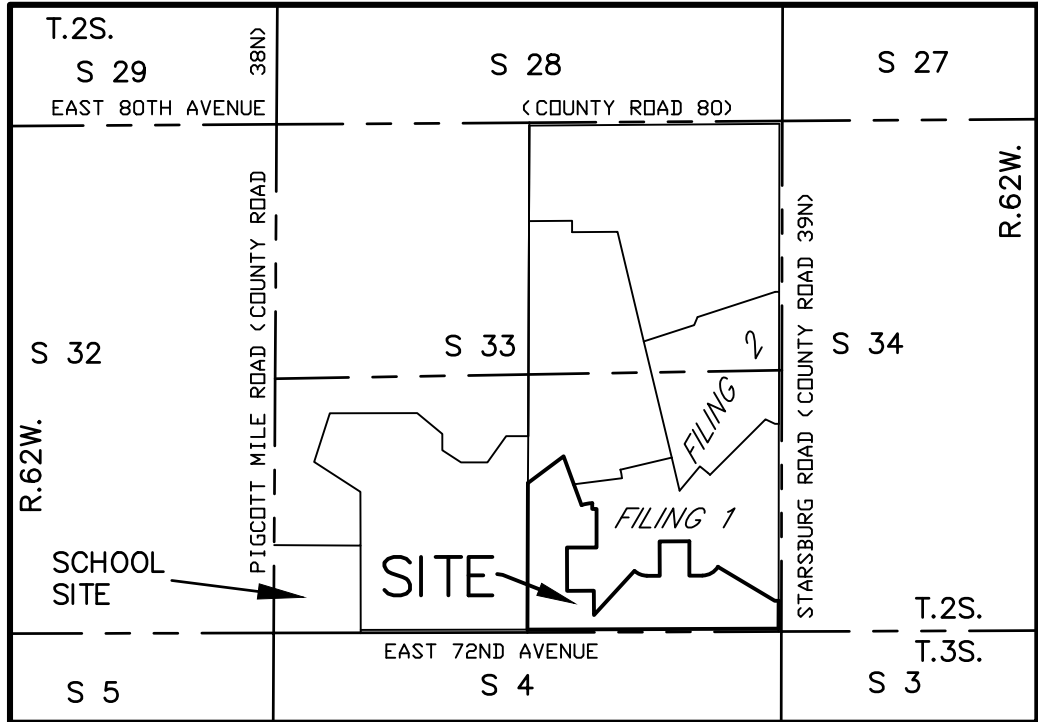
BASIS FOR BEARINGS:

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

NOTICE:

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

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY R.W. BAYER & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREIN TO DETERMINE OWNERSHIP OF THE TRACT OF LAND, COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJACENT TRACTS OF LAND OR RIGHTS-OF-WAY, EASEMENTS OR ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND. R.W. BAYER & ASSOCIATES, INC. HAS RELIED UPON FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 597-F0639221-340-KH7, DATED JULY 05, 2019, FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHT-OF-WAY THAT CAN BE PLOTTED ACROSS THE PREMISES. THE PREMISES IS SUBJECT TO THE EXCEPTIONS CONTAINED IN SCHEDULE B - SECTION 2 OF THE TITLE COMMITMENT.



PLAT NOTES:

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

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

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

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

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

IN COMPLIANCE WITH ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS SECTION 4-10-02-03-05, EXISTING OIL AND GAS WELL LOCATIONS ARE DEPICTED ON THIS PLAT WITH A TWO-HUNDRED-FIFTY (250) FOOT BUFFER IN THE FORM OF AN EASEMENT. NO STRUCTURES MAY BE CONSTRUCTED WITHIN THE TWO-HUNDRED-FIFTY (250) FOOT EASEMENT AREA.

IN COMPLIANCE WITH ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS, SECTION 4-06-01-02-01-12, WHEN A NEW HOME AND/OR OTHER PERMANENT STRUCTURE WITH PLUMBING IS CONSTRUCTED WITHIN THREE HUNDRED (300) FEET OF AN EXISTING OIL OR GAS WELL, THE PROPERTY OWNER SHALL SUBMIT A SIGNED WAIVER ACKNOWLEDGING THE EXISTENCE OF THE FACILITY PRIOR TO ISSUANCE OF A BUILDING PERMIT.

Prepared By:

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

Date Prepared: AUGUST 06, 2021

PLAT NOTES CONTINUED:

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

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

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

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

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

OUTLOT A IS DESIGNATED A DRAINAGE EASEMENT BY THIS PLAT. IT SHALL BE OWNED AND MAINTAINED BY THE HOA.

SURVEYOR'S CERTIFICATE:

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

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

DATE: \_\_\_\_\_

PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CHAIRPERSON

BOARD OF COUNTY COMMISSIONERS APPROVAL:

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

\_\_\_\_\_  
CHAIR

CERTIFICATE OF CLERK AND RECORDER

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

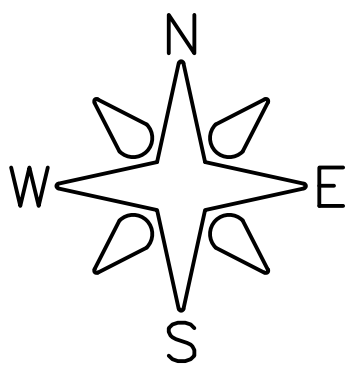
By: \_\_\_\_\_  
DEPUTY COUNTY CLERK AND RECORDER

RECEPTION NO: \_\_\_\_\_

# GRASSLANDS AT COMANCHE - SIXTH FILING, PRELIMINARY PLAT

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

CASE NO: .



0 200' 400' 800'

SCALE: 1"=400'

FILING NO. 1 (RECORDED)	-	18 LOTS
FILING NO. 2 (RECORDED)	-	12 LOTS
FILING NO. 2 (AMENDED)	-	1 LOT
FILING NO. 3 (PROPOSED)	-	32 LOTS
FILING NO. 4 (PROPOSED)	-	30 LOTS
FILING NO. 5 (PROPOSED)	-	19 LOTS
FILING NO. 6 (PROPOSED)	-	14 LOTS
TOTAL		126 LOTS

\* LOTS WHERE FRONT BUILDING SETBACK DETERMINED BY  
REQUIREMENT OF 150' LOT WIDTH AT BUILDING LINE.

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

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

Prepared By:

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

Date Prepared: AUGUST 06, 2021

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

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

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

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

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

EAST 80TH AVENUE  
N89° 37' 49" E 2632.53'

(COUNTY ROAD 80)  
N89° 35' 23" E 2635.54'

(COUNTY ROAD 39N)  
S00° 07' 10" W 2597.30'

STARSBURG ROAD  
S00° 05' 51" W 2721.59'

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

CONSERVATION EASEMENT

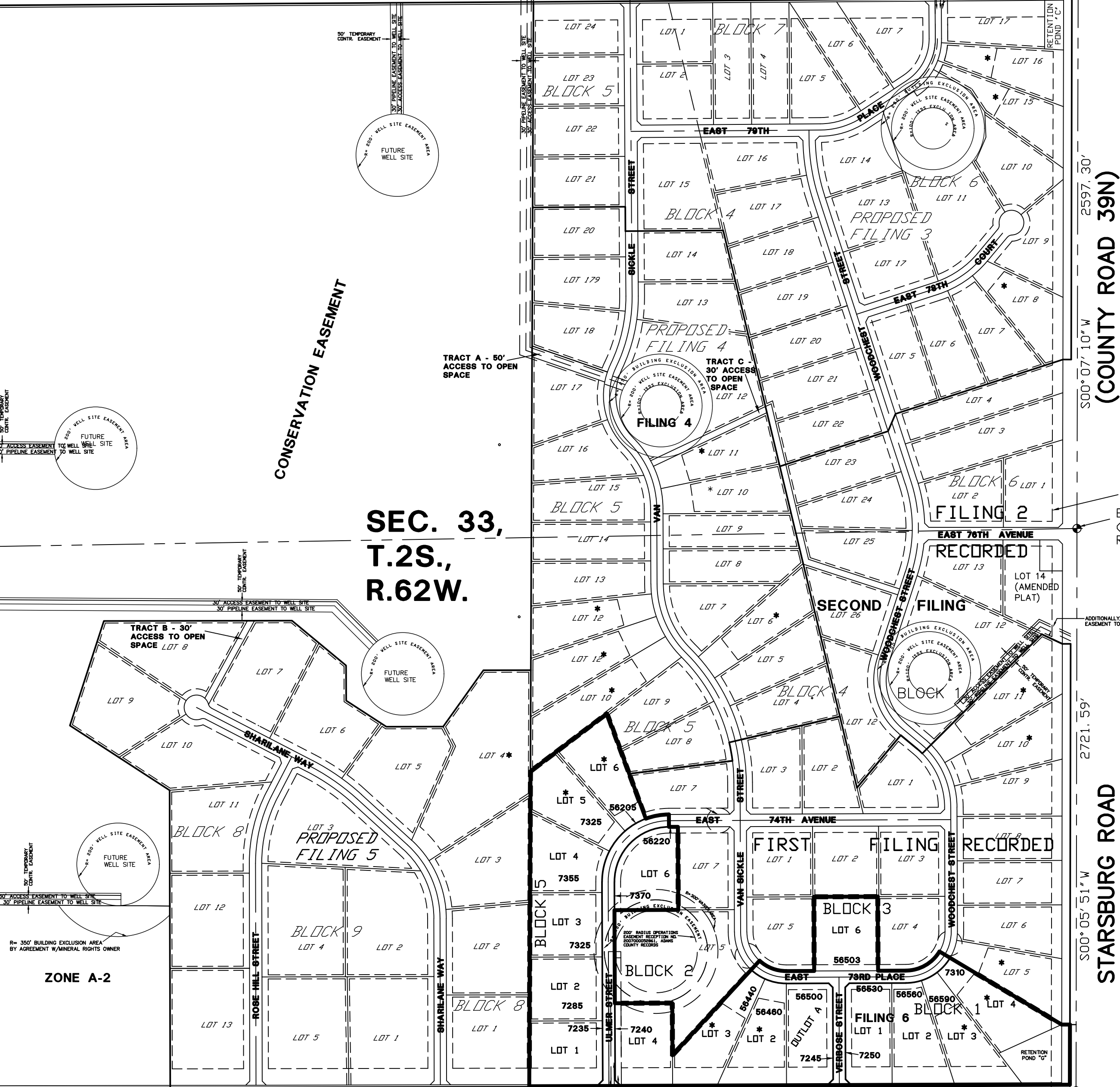
(COUNTY ROAD 38N)  
N00° 20' 00" E 2649.26'

PIGCOTT MILE ROAD  
N00° 20' 00" E 2649.26'

EAST 72ND AVENUE  
S89° 53' 02" W 2643.30'  
S. 1/4 COR. SEC. 33, T.2S., R.62W.  
(Existing 2" Alum. Cap p.l.s. 18475)

AVENUE  
S89° 46' 56" W 2645.45'

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





# GRASSLANDS AT COMANCHE - SIXTH FILING, PRELIMINARY PLAT

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

CASE NO: .

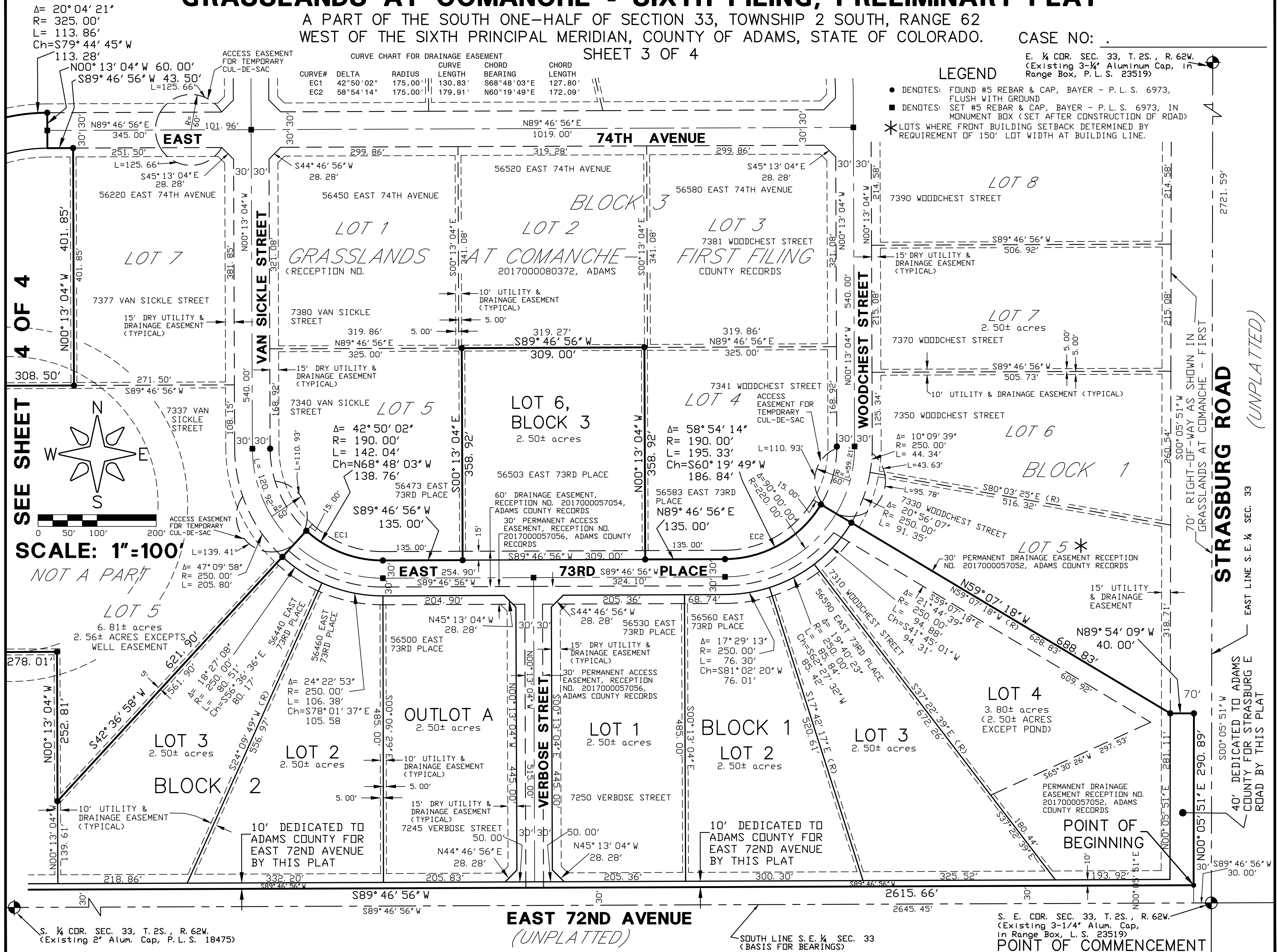
SHEET 3 OF 4

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

## LEGEND

- DENOTES: FOUND #5 REBAR & CAP, BAYER - P. L. S. 6973, FLUSH WITH GROUND
- DENOTES: SET #5 REBAR & CAP, BAYER - P. L. S. 6973, IN MONUMENT BOX (SET AFTER CONSTRUCTION OF ROAD)
- \* LOTS WHERE FRONT BUILDING SETBACK DETERMINED BY REQUIREMENT OF 150' LOT WIDTH AT BUILDING LINE.

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



SEE SHEET 4 OF 4

SCALE: 1"=100'

NOT A PART

(UNPLATTED)

EAST LINE S.E. ¼ SEC. 33

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

POINT OF BEGINNING

POINT OF COMMENCEMENT

# GRASSLANDS AT COMANCHE - SIXTH FILING, PRELIMINARY PLAT

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

CASE NO: .

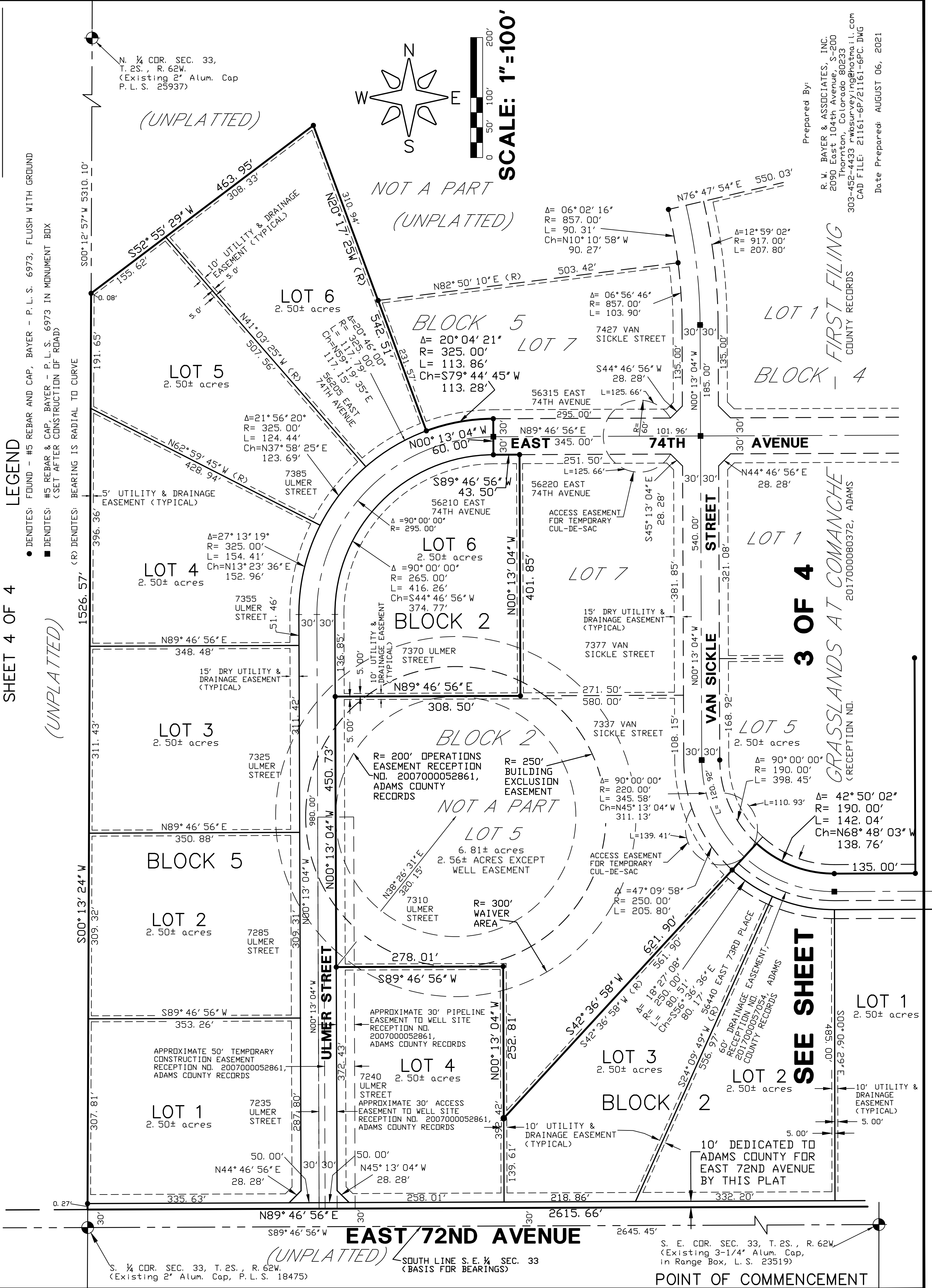
SHEET 4 OF 4

LEGEND

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

(R) DENOTES: BEARING IS RADIAL TO CURVE

(UNPLATTED)



Prepared By:  
R. W. BAYER & ASSOCIATES, INC.  
2090 East 104th Avenue, S-200  
Thornton, Colorado 80233  
303-452-4433 rwb@surveyinghotma.l.com  
CAD FILE: 21161-6P/21161-6PC.DWG  
Date Prepared: AUGUST 06, 2021

STATE OF COLORADO       )  
COUNTY OF ADAMS       )

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

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

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

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

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

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

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

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

X BOCC 6<sup>th</sup> Fl.

17  
2  
17

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

Fischer \_\_\_\_\_ Aye

Nichol \_\_\_\_\_ Aye

Pace \_\_\_\_\_ Aye

Commissioners

STATE OF COLORADO       )  
County of Adams         )

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 14<sup>th</sup> day of November, A.D. 2007.

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

By:



A handwritten signature in black ink, appearing to be "KL", followed by a long horizontal flourish.

Deputy

## DEED OF CONSERVATION EASEMENT

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

### RECITALS:

A. **Description of Property.** Grantor is the owner of the fee simple interest in the subject Property legally described in Exhibit A attached hereto and made a part of this Deed, which consists of approximately 208+ acres of land, more or less, located in Adams County, State of Colorado (the "Property"), together with the buildings and other improvements, water and mineral rights, and grazing or other permits associated with or appurtenant to the Property.

B. **Qualified Conservation Organization.** Grantee is "qualified conservation organization," as defined in § 170(h) of the Internal Revenue Code and a charitable organization as required under § 38-30.5-104(2), Colorado Revised Statutes (C.R.S.).

C. **Conservation Values.** The Property possesses open space, scenic, agricultural, horticultural, recreational, and wildlife values (collectively, the "Conservation Values") of great importance to Grantor, the people of Adams County, Colorado, and the people of the State of Colorado. Due to the expanding development of property within Adams County and the greater Denver metropolitan area, farmland and open space in Adams County is diminishing at a rapid rate. It is in the interest of the people of Adams County to have and maintain lands within Adams County as open space, for the preservation of mountain views, agricultural activities, and wildlife native to Adams County.

D. **State Policy Concerning Conservation Easements.** §§ 33-1-101, C.R.S. *et seq.*, provides in relevant part that "it is the declared policy of the State of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit and enjoyment of the people of this state and its visitors." Additionally, §§ 35-1-101, C.R.S. *et seq.*, provides in relevant part that "it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of agricultural land for the production of feed and other agricultural products". §§ 38-30.5-101, C.R.S. *et seq.*, provides for the establishment of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural . . . or other use or condition consistent with the protection of open land having wholesome environmental quality or life-sustaining ecological diversity".



### **ACKNOWLEDGMENT OF INTENT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(1) *New Improvements Construction.***

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

**(2) *Other Improvements.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. ***Restricted Practices.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

14. **Change of Circumstance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor: \_\_\_\_\_

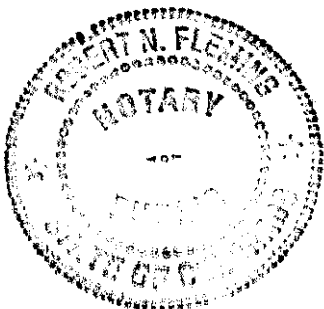
  
Loren Losh  
Holly Investment Co. President

STATE OF COLORADO     )  
  )ss.  
COUNTY OF ADAMS     )

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

Witness my hand and official seal.

My commission expires: 6/29/08



Notary Public

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

By: W.B. Finkbeiner Date: 11.14.07  
Chairman

**Attest:**  
Karen Long, Clerk

[Signature]  
Deputy Clerk



Date: 11.14.07

**Approved as to form:**

Nathan J. Finkbeiner  
County Attorney's Office

EXHIBIT A

LEGAL DESCRIPTION: CONSERVATION EASEMENT

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

CONTAINS 208.44 ACRES MORE OR LESS

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

**leticia.maldonado@westerneci.com**

---

**From:** Patrick Conroy <pconroy@svfd8.org>  
**Sent:** Monday, November 4, 2019 8:59 PM  
**To:** leticia.maldonado@westerneci.com  
**Subject:** Re: GRASSLANDS AT COMANCHE -THIRD FILING SUBDIVISION at Strasburg Colorado

I will be invited to all of the meetings that are conducted by Adams County as part of their process so there is nothing that I need to specifically do or submit to you just yet.

On Mon, Nov 4, 2019 at 11:58 AM <[leticia.maldonado@westerneci.com](mailto:leticia.maldonado@westerneci.com)> wrote:

Good morning Mr. Conroy,

We are in the process of submitting a Subdivision-Major/Preliminary Review Application and it is required to contact the correspondent fire district (Item 07 of checklist). The Grassland at Comanche -Third Filing is a Rural Residential development on Parcels Nos. 0173133100007 and 0173133100006, Strasburg CO. (attached Adams County Maps).

Could you please orient me to follow the right process to include in this phase of the Subdivision Review the proper documents?

Best Regards,

LM

On behalf of:

**WESTERN ENGINEERING CONSULTANTS, INC.LLC**

[127 South Denver Ave.](#)

Fort Lupton, CO 80621

Office: (720)685-9951

Email: [leticia.maldonado@wetsterneci.com](mailto:leticia.maldonado@wetsterneci.com)



CONFIDENTIALITY NOTICE: This electronic message transmission, and any attachments, is intended only for use by the recipient and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify our office at (303) 913-7341 and permanently delete any hard or digital copies. Thank you in advance for your responsiveness.

--

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



**Fidelity National Title Insurance Company**  
**TITLE REPORT**  
**SCHEDULE A**

**Title Report No:** F0721209-340-KH7

1. **Effective Date:** July 28, 2021 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

**A Fee Simple**

3. Title to the estate or interest in the land is at the Effective Date vested in:

[Grasslands at Comanche LLC a Colorado limited liability company](#)

4. The land referred to in this Title Report is described as follows:

**See Attached Legal Description**

(for informational purposes only) TBD, Strasburg, CO 80136

## Attached Legal Description

Parcel One:

All of section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> Principal Meridian,

Except that part thereof described as follows:

That part of the southeast ¼ of said section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> P.M., described as:  
Beginning at the East-One quarter of said Section 33;  
Thence South along the East line of said Southeast One-quarter a distance of 55.60 feet to the True Point of Beginning;  
Thence continuing South along said East line a distance of 150.00 feet to a point;  
Thence West on a deflection angle to the right of 90°00'00" a distance of 180.00 feet;  
Thence North on a deflection angle to right of 90°00'00" a distance of 150.00 feet;  
Thence East on a deflection angle to the right of 90°00'00" a distance of 280.00 feet to the True Point of Beginning,

And except any portion thereof lying within county roads.

Except that part described in recorded Plat of Grasslands at Comanche – Second Filing recorded January 22, 2008 at Reception No. 200800000[5063](#),

Except that part described in recorded Plat of Grasslands at Comanche – First Filing recorded September 14, 2017 at Reception No. [2017000080372](#),

County of Adams,  
State of Colorado.

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

School Site:

That part of the Southwest ¼ of Section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, described as:

Commencing at the Southwest corner of said Section 33;  
thence N 00°20'00" E along the West line of the Southwest ¼ of Section 33, a distance of 30.00 feet;  
thence N 89°53'02" E parallel with the south line of the Southwest ¼ of Section 33, a distance of 30.00 feet to the point of beginning;  
thence N 00°20'00" E parallel with the West line of the Southwest ¼ of Section 33, a distance of 885.08 feet;  
thence S 89°40'00" E a distance of 869.00 feet;  
thence S 00°06'58" E, a distance of 878.24 feet, being 30.00 feet North of, as measured at right angles from the South line of the Southwest ¼ of said Section 33;  
thence S 89°53'02" W parallel with said South line, a distance of 875.92 feet to the point of beginning.

Additional School Site:

That part of the Southwest ¼ of Section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, described as:

Commencing at the Southwest corner of said Section 33;  
thence N 89°53'02" E on an assumed bearing along the South line of said Southwest ¼, a distance of 30.00 feet;  
thence N 00°20'00" E parallel with the West line of said Southwest ¼ of said Section 33, a distance of 915.08 feet to the point of beginning;  
thence continuing N 00°20'00" E parallel with said West line a distance of 672.79 feet;

thence S 89°40'00" E, a distance of 688.66 feet;  
thence S 57°00'00" E, a distance of 209.01 feet;  
thence S 00°06' 58" E, a distance of 560.00 feet;  
thence N 89°40'00" W, a distance of 869.00 feet to the point of beginning.

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

Parcel Two:

Tract C,  
Grasslands at Comanche – Second Filing,  
According to the plat recorded January 22, 2008 at Reception No. 2008000000[5063](#),  
County of Adams,  
State of Colorado.

Parcel Three:

Lot 6 and Lots 8 through 11, Block 1,  
Lot 1 and Lots 3 through 5, Block 3,  
Lots 2 through 3, Block 4,  
Grasslands at Comanche – First Filing,  
According to the plat recorded September 14, 2017 at Reception No. [2017000080372](#),  
County of Adams,  
State of Colorado.

## SCHEDULE B

### Exceptions

1. Reservations by the Union Pacific Railway Company of (1) oil, coal and other minerals underlying the land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed recorded July 27, 1900 in [Book A33 at Page 605](#), and any and all assignments thereof or interests therein.

NOTE: The above reservation is limited by Relinquishment and Quitclaim from Anadarko Land Corp., recorded June 29, 2009 at Reception No. [2009000046848](#).

2. Reservation as shown in Deed from Supreme Camp of American Woodman to Charles D. Sweeney and Edward J. Goss recorded December 02, 1947 in [Book 348 at Page 513](#).

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

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

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

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

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

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

6. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development recorded May 20, 2002 at Reception No. [C0971518](#).

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

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

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

9. Terms, conditions, provisions, agreements and obligations specified under the Surface Use Agreement by and between Anadarko E & P Company LP, Anadarko Land Company and Holly Investment Co. recorded May 31, 2007 at Reception No. [2007000052861](#). Applicant's Certification recorded March 23, 2009 at Reception No. [2009000020122](#).

10. Terms, conditions, provisions, agreements and obligations specified under the Zoning Hearing Decision – Case #PRJ2007-00004 The Grasslands at Comanche PUD recorded June 06, 2007 at Reception No. [20070000055000](#).

11. Terms, conditions, provisions, agreements and obligations specified under the Memorandum of Agreement by and between Anadarko Land Corp. and Holly Investment, Co. recorded August 27, 2007 at Reception No. [2007000082001](#).
12. Terms, conditions, provisions, agreements and obligations contained in the Resolution approving acceptance of Conservation Easement as set forth below:  
  
Recording Date: November 30, 2007  
Recording No.: [2007000110138](#)
13. The effects of Certification of Notice to Mineral Estate Owners recorded December 07, 2007 at Reception No. [2007000112486](#).
14. Notes, conditions, stipulations on the Map of Grasslands at Comanche Planned Unit Development Map recorded January 22, 2008 at Map F24 -15 Reception No. [5062](#). Affidavit recorded October 14, 2015 at Reception No. [2015000086013](#). Amendment No. 4 recorded June 26, 2017 at Reception No. [2017000054674](#).
15. Findings and Order recorded May 23, 2008 at Reception No. [2008000041775](#), and Determination of Water Rights recorded May 23, 2008 at Reception No. [2008000041776](#).
16. Easements, Notes, conditions, dedications, restrictions appearing on the Plat Map of Grasslands at Comanche – Second Filing recorded January 22, 2008 at Reception No. [5063](#). Affidavit of Correction recorded June 6, 2013 at Reception No. [2013000048277](#).
17. Terms, conditions, provisions, agreements and obligations specified under the Zoning Hearing Decision – Case #PRJ2007-00036 The Grasslands at Comanche PUD recorded February 06, 2008 at Reception No. [2008000009439](#).
18. The effects of Certification of Notice to Mineral Estate Owners recorded May 02, 2008 at Reception No. [2008000035101](#).
19. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, 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 set forth in the document  
  
Recording Date: February 11, 2009  
Recording No: [2009000009415](#)
20. Terms, conditions, provisions, agreements and obligations specified under the Grasslands at Comanche P.U.D.-Amendment No. 2, recorded May 15, 2009 at Reception No. [2009000035060](#).
21. Terms, conditions, provisions, agreements and obligations contained in the Resolution as set forth below:  
  
Recording Date: March 9, 2011  
Recording No.: Reception No. [2011000015758](#)
22. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, 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 set forth in the document  
  
Recording Date: March 13, 2014  
Recording No: [2014000015263](#)  
Amendment recorded May 9, 2014 at Reception No. [2014000028534](#).  
Amendment recorded April 27, 2015 at Reception No. [2015000030297](#).

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

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

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

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

Recording Date: December 8, 2016  
Recording No.: [2016000106663](#)

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

Recording Date: February 24, 2017  
Recording No.: [2017000017306](#)

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

Recording Date: July 3, 2017  
Recording No.: [2017000057052](#)

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

Recording Date: July 3, 2017  
Recording No.: [2017000057054](#)

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

Recording Date: July 3, 2017  
Recording No.: [2017000057056](#)

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

Recording Date: August 31, 2017  
Recording No.: [2017000076626](#)

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

Recording Date: August 31, 2017  
Recording No.: [2017000076627](#)

31. Easements, Notes, conditions, dedications, restrictions appearing on the Plat Map of Grasslands at Comanche – First Filing recorded September 14, 2017 at Reception No. [2017000080372](#). Affidavit of Correction recorded November 1, 2017 at Reception No. [2017000096621](#).

32. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Strasburg Metro Parks and Rec District, as evidenced by instrument(s) recorded January 21, 2021 at Reception No. [2021000007426](#).

33. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

### **END OF EXCEPTIONS**

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

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

**Exhibit C**  
**LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

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

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

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

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

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

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



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

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

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## **LIMITATIONS OF LIABILITY**

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

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

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

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

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

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

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

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

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

## WARRANTY DEED

THIS DEED, made this 15th day of July, 2019, between **Holly Investment Co.**, a Colorado corporation, Grantor, and **Grasslands at Comanche LLC** a Colorado limited liability company, whose legal address is 412 West Platte St., Fort Morgan, CO 80701, Grantee:

WITNESSETH, That Grantor, for and in consideration of the sum of One Million Nine Hundred Ninety Thousand and 00/100 Dollars (\$1,990,000.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee, and Grantee's successors and assigns forever, all the real property together with improvements, if any, situate, lying, and being in the County of Adams, and State of Colorado described as follows:

See Exhibit A, attached hereto and made a party hereof;

also known by street and number as: Vacant Land;

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto Grantee and Grantee's successors and assigns forever. And Grantor, for Grantor and Grantor's heirs and personal representatives, does covenant, grant, bargain, and agree to and with Grantees and Grantees' heirs, successors, and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature soever, except for taxes and assessments for the current year, not yet due and payable, and those specific exceptions listed on Exhibit B, attached hereto. Grantee acknowledges that it is specifically taking title to the Property subject to the Deed of Conservation Easement dated October 22, 2007, a copy of which was recorded on November 30, 2007 at Reception No. 2007000110138 in the records of the Adams County Clerk and Recorder.

Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee and Grantee's successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

HOLLY INVESTMENT CO.  
a Colorado Corporation

a Colorado Corporation

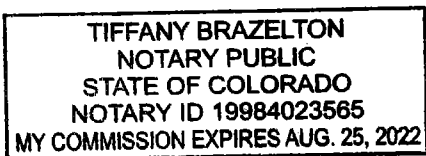
Loren L. Losh, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ADAMS )

The foregoing instrument was acknowledged before me this 15th day of July, 2019, by Loren L. Losh, as President of Holly Investment Co., a Colorado corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.



Y. Braghten  
Notary Public

Notary Public



FO 639221

## Exhibit A

### Parcel One:

All of section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> Principal Meridian,

Except that part thereof described as follows:

That part of the southeast ¼ of said section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> P.M., described as: Beginning at the East-One quarter of said Section 33;

Thence South along the East line of said Southeast One-quarter a distance of 55.60 feet to the True Point of Beginning;

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

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

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

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

And except any portion thereof lying within county roads.

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

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

County of Adams,  
State of Colorado.

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

### School Site:

That part of the Southwest ¼ of Section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, described as:

Commencing at the Southwest corner of said Section 33;

thence N 00°20'00" E along the West line of the Southwest ¼ of Section 33, a distance of 30.00 feet;

thence N 89°53'02" E parallel with the south line of the Southwest ¼ of Section 33, a distance of 30.00 feet to the point of beginning;

thence N 00°20'00" E parallel with the West line of the Southwest ¼ of Section 33, a distance of 885.08 feet;

thence S 89°40'00" E a distance of 869.00 feet;

thence S 00°06'58" E, a distance of 878.24 feet, being 30.00 feet North of, as measured at right angles from the South line of the Southwest ¼ of said Section 33;

thence S 89°53'02" W parallel with said South line, a distance of 875.92 feet to the point of beginning.

### Additional School Site:

That part of the Southwest ¼ of Section 33, Township 2 South, Range 62 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, described as:

Commencing at the Southwest corner of said Section 33;

thence N 89°53'02" E on an assumed bearing along the South line of said Southwest ¼, a distance of 30.00 feet;

thence N 00°20'00" E parallel with the West line of said Southwest ¼ of said Section 33, a distance of 915.08 feet to the point of beginning;

thence continuing N 00°20'00" E parallel with said West line a distance of 672.79 feet;

thence S 89°40'00" E, a distance of 688.66 feet;

thence S 57°00'00" E, a distance of 209.01 feet;

thence S 00°06'58" E, a distance of 560.00 feet;

thence N 89°40'00" W, a distance of 869.00 feet to the point of beginning.

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

### Parcel Two:

Tract C,  
Grasslands at Comanche – Second Filing,  
According to the plat recorded January 22, 2008 at Reception No. 2008000005063,  
County of Adams,  
State of Colorado.

Parcel Three:

Lots 5 through 11, Block 1,

Lot 5, Block 2,

Lot 7 Block 2,

Lots 1 through 5, Block 3,

Lots 1 through 3, Block 4,

Lot 7, Block 5,

Grasslands at Comanche – First Filing,

According to the plat recorded September 14, 2017 at Reception No. 2017000080372,

County of Adams,

State of Colorado.

## EXHIBIT B

1. Reservations by the Union Pacific Railway Company of (1) oil, coal and other minerals underlying the land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed recorded July 27, 1900 in Book A33 at Page 605, and any and all assignments thereof or interests therein.

NOTE: The above reservation is limited by Relinquishment and Quitclaim from Anadarko Land Corp., recorded June 29, 2009 at Reception No. 2009000046848.

2. Reservation as shown in Deed from Supreme Camp of American Woodman to Charles D. Sweeney and Edward J. Goss recorded December 02, 1947 in Book 348 at Page 513.

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

Recording Date: June 8, 1972 Recording No.: Book 1800 at Page 630

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

Recording Date: December 13, 1988 Recording No.: Book 3518 at Page 51

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Snyder Operating Partnership L.P. Purpose: pipelines Recording Date: December 28, 1989 Recording No: Book 3633 Page 850

6. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development recorded May 20, 2002 at Reception No. C0971518.

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

Recording Date: June 19, 2002 Recording No.: Reception No. C0985793

8. Findings and Order recorded January 22, 2007 at Reception No. 2007000007537.

9. Terms, conditions, provisions, agreements and obligations specified under the Surface Use Agreement by and between Anadarko E & P Company LP, Anadarko Land Company and Holly Investment Co. recorded May 31, 2007 at Reception No. 2007000052861. Applicant's Certification recorded March 23, 2009 at Reception No. 2009000020122.

10. Terms, conditions, provisions, agreements and obligations specified under the Zoning Hearing Decision – Case #PRJ2007-00004 The Grasslands at Comanche PUD recorded June 06, 2007 at Reception No. 20070000055000.

11. Terms, conditions, provisions, agreements and obligations specified under the Memorandum of Agreement by and between Anadarko Land Corp. and Holly Investment, Co. recorded August 27, 2007 at Reception No. 2007000082001.

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

Recording Date: November 30, 2007 Recording No.: 2007000110138

13. The effects of Certification of Notice to Mineral Estate Owners recorded December 07, 2007 at Reception No. 2007000112486.

14. Notes, conditions, stipulations on the Map of Grasslands at Comanche Planned Unit Development Map recorded January 22, 2008 at Map F24 -15 Reception No. 5062. Affidavit recorded October 14, 2015 at Reception No. 2015000086013. Amendment No. 4 recorded June 26, 2017 at Reception No. 2017000054674.

15. Findings and Order recorded May 23, 2008 at Reception No. 2008000041775, and Determination of Water Rights recorded May 23, 2008 at Reception No. 2008000041776.

16. Easements, Notes, conditions, dedications, restrictions appearing on the Plat Map of Grasslands at Comanche – Second Filing recorded January 22, 2008 at Reception No. 5063. Affidavit of Correction recorded June 6, 2013 at Reception No. 2013000048277.

17. Terms, conditions, provisions, agreements and obligations specified under the Zoning Hearing Decision – Case #PRJ2007-00036 The Grasslands at Comanche PUD recorded February 06, 2008 at Reception No. 2008000009439.

18. The effects of Certification of Notice to Mineral Estate Owners recorded May 02, 2008 at Reception No. 2008000035101.

19. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, 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 set forth in the document

Recording Date: February 11, 2009 Recording No: 2009000009415

20. Terms, conditions, provisions, agreements and obligations specified under the Grasslands at Comanche P.U.D.-Amendment No. 2, recorded May 15, 2009 at Reception No. 2009000035060.

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

Recording Date: March 9, 2011 Recording No.: Reception No. 2011000015758

22. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, 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 set forth in the document

Recording Date: March 13, 2014

Recording No: 2014000015263 Amendment recorded May 9, 2014 at Reception No. 2014000028534. Amendment recorded April 27, 2015 at Reception No. 2015000030297.

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

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

Recording Date: December 8, 2016 Recording No.: 2016000106663

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

Recording Date: February 24, 2017 Recording No.: 2017000017306

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

Recording Date: July 3, 2017 Recording No.: 2017000057052

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

Recording Date: July 3, 2017 Recording No.: 2017000057054

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

Recording Date: July 3, 2017 Recording No.: 2017000057056

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

Recording Date: August 31, 2017 Recording No.: 2017000076626

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



Recording Date: August 31, 2017 Recording No.: 2017000076627

31. Easements, Notes, conditions, dedications, restrictions appearing on the Plat Map of Grasslands at Comanche – First Filing recorded September 14, 2017 at Reception No. 2017000080372. Affidavit of Correction recorded November 1, 2017 at Reception No. 2017000096621.

32. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

33. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$588,879.00 Trustor/Grantor: Holly Investment Co. Trustee: Public Trustee of Adams County  
Beneficiary: Valley Bank & Trust Recording Date: July 7, 2017 Recording No: 2017000058438

**SPECIAL WARRANTY DEED  
(Water Rights)**

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


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

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

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

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

**HOLLY INVESTMENT CO.**

By:   
Loren L. Losh, President

**[Acknowledgement on Following Page]**

ACKNOWLEDGEMENT


STATE OF COLORADO    )  
                                  )  
COUNTY OF Weld        )        ss.

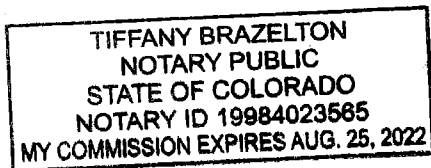
The foregoing Special Warranty Deed was acknowledged before me this 15<sup>th</sup> day of July, 2019, by Loren L. Losh, President, of Holly Investment Co., a Colorado Corporation.

Witness my hand and official seal.

My commission expires on: \_\_\_\_\_

(seal)

  
\_\_\_\_\_  
Notary Public



# STATE OF COLORADO

## OFFICE OF THE STATE ENGINEER

Division of Water Resources  
Department of Natural Resources

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

www.water.state.co.us



Bill Owens  
Governor

Russell George  
Executive Director

Hal D. Simpson, P.E.  
State Engineer

December 15, 2004

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

### RE: Determination of Water Right

Dear Mr. Losh:

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

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

If you have any questions, please contact this office.

Sincerely,

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

enclosures: a/s

cc: North Kiowa-Bijou GWMD

Holly Investments  
PO Box 557 Strasburg CO 80136

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**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

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

---

APPLICANT: HOLLY INVESTMENT COMPANY

AQUIFER: LARAMIE-FOX HILLS

DETERMINATION NO.: 600-BD

---

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

**FINDINGS**

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

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

Page 2

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

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

Page 3

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

#### ORDER

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

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

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

Page 4

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



EXHIBIT A

Page 1 of 1

GWS 1  
06/09/00

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

2004  
JUL 2 2004  
2004

NONTRIBUTARY GROUND WATER LANDOWNERSHIP STATEMENT

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

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

(Insert the property legal description)

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

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

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

HOLLY INVESTMENT COMPANY, President

Signature

Date

Signature

Date

.....  
INSTRUCTIONS:

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

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

Page 5

Dated this 15<sup>th</sup> day of December, 2004.



Hal D. Simpson  
Executive Director  
Colorado Ground Water Commission

By: 

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

Prepared by: SKR

**COLORADO GROUND WATER COMMISSION  
FINDINGS AND ORDER**

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

APPLICANT: HOLLY INVESTMENT COMPANY

AQUIFER: ARAPAHOE

**FINDINGS**

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

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

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

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

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

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

*Holly Investment*  
*P.O. Box 557 Strasburg, CO 80136*

10 3  
3  
5

8 11

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

Page 2

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

#### **ORDER**

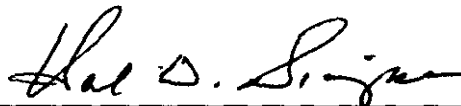
Now, therefore, the Colorado Ground Water Commission orders that the application for change of water right to change the allowed beneficial uses of ground water for Determination of Water Right No. 601-BD is approved, subject to the following conditions:

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

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

Page 3

Dated this 24<sup>th</sup> day of December, 2005.



Hal D. Simpson  
Executive Director  
Colorado Ground Water Commission

By: 

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

Prepared by: SKR



Brooks Kaufman  
Lands and Rights of Way Director

August 5, 2021

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

Re: Grasslands at Comanche – Filing 5 and Filing 6

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

Dear Mrs. Maldonado;

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

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

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

Sincerely,

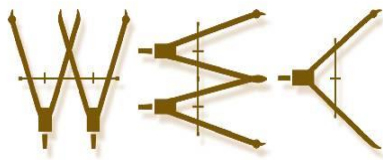
Brooks Kaufman  
Lands and Rights-of-Way Director

**INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION**

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

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

**EXHIBIT A**  
**REAL PROPERTY DESCRIPTION**  
**According to Warranty Deed dated 15th day of July 2019,**

**Parcel One:**

(APN Nos. **01713133100007, 01713133100006**, 01713133400009, 01713133300010, 01713133200005, 01713133402004)

All of Section 33, Township 2 South, Range 62 West of the 6th P.M., County of Adams, State of Colorado.

EXCEPTING THEREFROM any portion lying within county and/or publically dedicated roads, ALSO EXCEPTING THEREFROM that parcel of land described as follows:

That part of the Southeast one-quarter of said Section 33, Township 2 South, Range 62 West of the 6th P.M., Described as: Beginning at the East-One Quarter of said Section 33;

Thence South Along the East line of said Southeast one-quarter a distance of 55.50 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM those parcels conveyed by Warranty Deed recorded November 5, 2014 at Reception No. 2014000077889,

ALSO EXCEPTING THEREFROM those portions thereof described on the plat of Grasslands at Comanche – First Filing recorded September 14, 2007 at Reception No. 2007000080372, and the plat of Grasslands at Comanche – Second Filing recorded January 22, 2008000005063.

**Parcel Two:**

The lots and blocks as you described them in your email.

Also known as Assessor's Parcel Numbers:

01713133404002	01713133401005	01713133401011
01713133404001	01713133401006	01713133405001
01713133403001	01713133401007	01713133405002
01713133402007	01713133401008	01713133405003
01713133402006	01713133401009	01713133405004
01713133402005	01713133401010	01713133405005



# Statement Of Taxes Due

Account Number R0190717

Assessed To

Parcel 0173133400009

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

## Legal Description

## Situs Address

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

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2020	\$162.32	\$0.00	\$0.00	(\$162.32)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 07/15/2021</b>					<b>\$0.00</b>

Tax Billed at 2020 Rates for Tax Area 402 - 402

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6700000	\$7.01	AG DRY FARMING LAND	\$6,574	\$1,910
FIRE DISTRICT 8 - STRASBURG	7.7140000	\$14.73			
GENERAL	22.7730000	\$43.51	Total	\$6,574	\$1,910
NORTH KIOWA BIJOU GROUND WA	0.0230000	\$0.04			
RETIREMENT	0.3140000	\$0.60			
ROAD/BRIDGE	1.3000000	\$2.48			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.49			
SD 31 BOND (Strasburg)	16.8700000	\$32.22			
SD 31 GENERAL (Strasburg)	29.8150000	\$56.94			
SOCIAL SERVICES	2.2530000	\$4.30			
Taxes Billed 2020	84.9890000	\$162.32			

Tax amounts are subject to change due to endorsement, advertising, or fees.

Please call the office to confirm amount due after August 1st.

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

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



CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

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

With respect to the property located at:

Physical Address: Section 33, Strasburg, CO

Legal Description: See attached sheet

Parcel #(s): 0173133400009 and 0173133300010

(PLEASE CHECK ONE):

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

OR

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

Date: 8/11/2021

Applicant: *Dave Rebol*

By: Dave Rebol

Print Name: Dave Rebol

Address: 412 W Platte Avenue, Fort Morgan CO

Fort Morgan, CO 80701-2650

STATE OF COLORADO )

MORGAN )

COUNTY OF ~~ADAMS~~ )

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

Witness my hand and official seal.

My Commission expires: Feb. 1, 2024

*Kathryn J. Highberger*  
Notary Public

KATHRYN J HIGHBERGER  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 19964001856  
MY COMMISSION EXPIRES FEB 1, 2024

After Recording Return To:

Name and Address of Person Preparing Legal Description:

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

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

I/We, DAVE REBOL

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

Concerning the property located at:

Physical Address: Section 33, Strasburg CO

Legal Description: See attached sheet

Parcel #(s): 0173133400009 and 0173133300010

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

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

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

x

The application for development provides:

- (i) Access to mineral operations, surface facilities, flowlines, and pipelines in support of such operations existing when the final public hearing on the application for development is held by means of public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide access easements;
- (ii) An oil and gas operations area and existing well site locations in accordance with section 24-65.5-103.5 of the Colorado Revised Statutes; and
- (iii) That the deposit for incremental drilling costs described in section 24-65.5-103.7 of the Colorado Revised Statutes has been made.

Date: 8-11-21

Applicant:

Dave Rebol

After Recording Return To:

By:  
Print Name:  
Address:

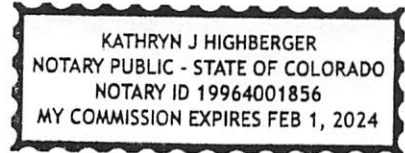
Dave Rebol  
Dave Rebol  
412 W Platte Avenue  
Fort Morgan, CO 80701-2650

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

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

Witness my hand and official seal.

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



*Name and Address of Person Preparing Legal Description:*

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



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

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

**Physical Address:**

Legal Description: See attached sheet

Parcel # (s): 0173133400009 and 0173133300010

With respect to qualifying surface developments:

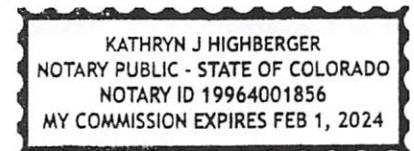
Access to existing and proposed mineral operations, surface facilities, flowlines, and pipelines in support of such existing and proposed operations for oil and gas exploration and production, including provisions for public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide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

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

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

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

Witness my hand and official seal.



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

After Recording Return To:

Name and Address of Person Preparing Legal Description:

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



LAND SERVICES  
OIL AND GAS TITLE

P.O. Box 336337  
Greeley, CO 80633

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

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

**Subject Property:**

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

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

**Mineral Owners:**

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

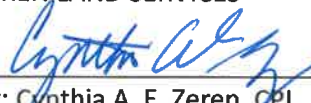
Anadarko Land Corporation  
c/o Anadarko Petroleum Corporation  
Attn: Manager Property & Rights-of-Way  
P.O. Box 9149  
The Woodlands, TX 77387-9147

**Mineral Leasehold Owners:**

None (entitled to notice)

Dated this 10<sup>th</sup> day of August, 2020.

ZEREN LAND SERVICES

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

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

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

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

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

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

Date: August 10, 2021

ZEREN LAND SERVICES

By:   
Cynthia A. E. Zeren, as President

## EXHIBIT A

### Parcel 1

Township 2 South, Range 62 West of the 6<sup>th</sup> P.M.

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

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

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

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

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

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

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

AND EXCEPT any portion thereof lying within county roads;

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

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

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

School Site:

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

Commencing at the Southwest corner of said Section 33;

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

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

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

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

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

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

Additional School Site:

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

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

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

**Parcel 2**

Township 2 South, Range 62 West of the 6<sup>th</sup> P.M.

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

**Parcel 3**

Township 2 South, Range 62 West of the 6<sup>th</sup> P.M.

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