

Board of County Commissioners

Eva J. Henry - District #1 Charles "Chaz" Tedesco - District #2 Erik Hansen - District #3 Steve O'Dorisio - District #4 Mary Hodge - District #5

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday December 4, 2018 9:30 AM

- 1. ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. MOTION TO APPROVE AGENDA
- 4. AWARDS AND PRESENTATIONS
 - **A.** GFOA Distinguished Budget Award Presentation
- 5. PUBLIC COMMENT
 - A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication

6. CONSENT CALENDAR

A. List of Expenditures Under the Dates of November 12-16, 2018

B. Minutes of the Commissioners' Proceedings from November 20, 2018

C. Resolution Approving Right-of-Way Agreement between Adams County and D & D Investments, LLC, for Property Necessary for the 2018

Miscellaneous Concrete and ADA Ramps Project

(File approved by ELT)

- Resolution Approving Right-of-Way Agreement between Adams County and Leopoldo Cano Vazquez, for Property Necessary for the 2018
 Miscellaneous Concrete and ADA Ramps Project
 (File approved by ELT)
- E. Resolution Approving Right-of-Way Agreement between Adams County and Maria G. Rubalcava, for Property Necessary for the 2018

 Miscellaneous Concrete and ADA Ramps Project

 (File approved by ELT)
- F. Resolution Approving Right-of-Way Agreement between Adams County and Joel Meier, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- G. Resolution Approving Right-of-Way Agreement between Adams County and Samuel Cabral, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- H. Resolution Approving Right-of-Way Agreement between Adams County and Roberto C. Torres, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
 (File approved by ELT)
- I. Resolution Setting the Service Plan Hearing Date for Pomponio Terrace Metropolitan District Service Plan Amendment (PLN2018-00025) (File approved by ELT)
- J. Resolution Approving Right-of-Way Agreement between Adams County and Karen D. Coe, Personal Representative of the Estate Of Alma V. Bannon, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- K. Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers P0029127, P0028280, P0035586, P0035593 and R0002852 (File approved by ELT)
- L. Resolution Approving Right-of-Way Agreement between Adams County and Patricio Rosales Revolorio, for Property Necessary for the 2018

 Miscellaneous Concrete and ADA Ramps Project
 (File approved by ELT)
- M. Resolution Approving Right-of-Way Agreement between Adams County and Jose A. Huerta and Benjamin Chavero, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- N. Resolution Approving Map of South Platte Crossing a Condominium Community, Declaration of Condominium for South Platte Crossing; and, Special Warranty Deed, Bill of Sale, Right of First Refusal Agreement, and Parking and Access Easement Agreement between Adams Tower NP Center LLC and Adams County (File approved by ELT)
- O. Resolution Approving Contract to Buy and Sell Real Estate between Adams County and Kenneth M. Marrone and Stanley J. Marrone (File approved by ELT)
- P. Resolution Approving Right-of-Way Agreement between Adams County and Waldo H. Aguilar and Aurora T. Aguilar, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps (File approved by ELT)

- Q. Resolution Approving Right-of-Way Agreement between Adams County and Windom Peak Apartments 2, LLC, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)
- R. Resolution Approving Right-of-Way Agreement between Adams County and Joseph R. Florez and Virginia M. Florez, for Property Necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project (File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. First Reading of 2019 Adams County Proposed Budget (File approved by ELT)
- Resolution Approving the List of Pre-Qualified Contractors for the Construction Manager/General Contractor Services for the Sheriff's Office Old Shooting Range Remediation Project (File approved by ELT)
- Resolution Approving a Purchase Order to Saba Software, Inc.,

 (Formerly Halogen Software, Inc.) for the Employee Performance

 Management Software System

 (File approved by ELT)
- Resolution Approving a Purchase Order for the Renewal of Licenses and Maintenance from Oracle America, Inc., for the JD Edwards Software System
 (File approved by ELT)
- Resolution Approving an Agreement between Adams County and D2C Architects for Architecture and Engineering Services for the Leader Blade Station and Strasburg Wash Bay (File approved by ELT)
- Resolution Approving Amendment One to the Agreement between Adams County and Schultz Public Affairs, for State Lobbying and Advisory Services

 (File approved by ELT)
- Resolution Approving Amendment One between Adams County and Community Reach Center for Comprehensive Inmate Mental Health Services at the Adams County Detention Facility (File approved by ELT)
- Resolution Approving a Purchase Order to Automated Building Solutions Inc., for the Heating, Ventilation and Air Conditioning (HVAC) Upgrade Project (File approved by ELT)
- 9. Resolution Approving Amendment Five to the Agreement between Adams County and CareHere Management, PLLC, for Employee Healthcare Services and Propel Wellness Software System (File approved by ELT)

B. COUNTY ATTORNEY

1. Second Reading and Adoption of Ordinance No. 4: An Ordinance Repealing the 2012 Edition of the International Fire Code and Adopting the 2018 Edition of the International Fire Code with Amendments Thereto

(File approved by ELT)

- 2. Second Reading and Adoption of Ordinance No. 12: An Ordinance Repealing the 2012 Edition of the International Building Codes and Repealing the 2014 Edition of the National Electrical Code and Adopting the 2018 Edition of the International Building Codes and the 2017 Edition of the National Electrical Code with Amendments Thereto (File approved by ELT)
- 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(a) and (b) for the Purpose of Discussing Potential Purchase of Property and Receiving Legal Advice
- 9. LAND USE HEARINGS
 - A. Cases to be Heard
 - PRC2018-00005 Shook FDP Amendment and Replat (File approved by ELT)

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

County of Adams

Net Warrant by Fund Summary

Fund	Fund	
Number	Description	Amount
1	General Fund	1,282,399.90
4	Capital Facilities Fund	502,572.20
5	Golf Course Enterprise Fund	16,603.88
6	Equipment Service Fund	181,166.05
13	Road & Bridge Fund	1,903,612.40
19	Insurance Fund	176,460.88
20	Developmentally Disabled	845,210.00
25	Waste Management Fund	70,788.85
27	Open Space Projects Fund	21,448.98
30	Community Dev Block Grant Fund	56,037.93
31	Head Start Fund	1,899.69
34	Comm Services Blk Grant Fund	29,934.46
35	Workforce & Business Center	671.66
43	Front Range Airport	127.88
50	FLATROCK Facility Fund	4,095.48
94	Sheriff Payables	11,103.00
		5,104,133.24

General Fund

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Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00731207	473351	GOLDMAN ROBBINS NICHOLSON & MA	11/13/18	7,149.52
00731216	593782	TISCHLERBISE INC	11/13/18	8,736.00
00731217	1094	TRI COUNTY HEALTH DEPT	11/13/18	294,546.00
00731218	381453	UNITED RENTALS NORTH AMERICA I	11/13/18	18,593.82
00731222	4936	ADAMS COUNTY ECONOMIC DEVELOP	11/14/18	137,500.00
00731227	734642	AUTO MART USA	11/14/18	19.00
00731228	323018	BAIER YVONNE	11/14/18	66.00
00731229	219183	BALL FRANK J	11/14/18	19.00
00731230	37424	BC SERVICES INC	11/14/18	9.00
00731231	3020	BENNETT TOWN OF	11/14/18	1,500.00
00731233	13160	BRIGHTON CITY OF (WATER)	11/14/18	3,742.19
00731234	13160	BRIGHTON CITY OF (WATER)	11/14/18	26,299.18
00731235	13160	BRIGHTON CITY OF (WATER)	11/14/18	20,113.28
00731236	771066	CASTANEDA NAVARRO TANIA LISSET	11/14/18	19.00
00731237	491853	CENTER POINT ENERGY SERVICES R	11/14/18	5,259.07
00731238	37266	CENTURY LINK	11/14/18	213.61
00731241	2157	COLO OCCUPATIONAL MEDICINE PHY	11/14/18	340.00
00731242	679999	CREDIT SERVICE COMPANY	11/14/18	38.00
00731243	61609	DAVIS GRAHAM & STUBBS LLP	11/14/18	668.50
00731244	418853	DEPARTMENT OF LABOR AND EMPLOY	11/14/18	19.00
00731245	771067	DIGIACOMO MARYANN	11/14/18	66.00
00731246	248103	DS WATERS OF AMERICA INC	11/14/18	158.37
00731248	740835	ELLIOT LEGAL INVESTIGATIONS	11/14/18	19.00
00731249	669155	EVSTUDIO LLC	11/14/18	650.00
00731250	426777	FRANCY LAW FIRM	11/14/18	91.00
00731252	771068	GONZALES COUNTY DISTRICT COURT	11/14/18	19.00
00731253	20640	JEFFERSON COUNTY- DISTRICT ATT	11/14/18	71.43
00731254	771069	JIMENEZ CORDOVA MARIA ALBERTO	11/14/18	19.00
00731256	381372	MACHOL & JOHANNES, LLC	11/14/18	19.00
00731257	381372	MACHOL & JOHANNES, LLC	11/14/18	19.00
00731258	381372	MACHOL & JOHANNES, LLC	11/14/18	19.00
00731259	381372	MACHOL & JOHANNES, LLC	11/14/18	19.00
00731260	381372	MACHOL & JOHANNES, LLC	11/14/18	19.00
00731261	381372	MACHOL & JOHANNES, LLC	11/14/18	19.00
00731263	418857	MILLER COHEN PETERSON YOUNG	11/14/18	19.00
00731264	771070	MON BANYA	11/14/18	19.00

General Fund

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County of Adams **Net Warrants by Fund Detail**

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Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00731266	629199	ORTIZ, EMILIANO SANTIAGO	11/14/18	10.99
00731269	45133	PPS INTERIORS	11/14/18	200.00
00731270	430098	REPUBLIC SERVICES #535	11/14/18	9,158.40
00731272	26297	SENIORS RESOURCE CENTER INC	11/14/18	205,932.20
00731273	13538	SHRED IT USA LLC	11/14/18	60.00
00731275	13932	SOUTH ADAMS WATER & SANITATION	11/14/18	1,041.42
00731276	33604	STATE OF COLORADO	11/14/18	2,480.91
00731278	498722	THERMAL & MOISTURE PROTECTION	11/14/18	1,207.00
00731280	1007	UNITED POWER (UNION REA)	11/14/18	26,064.31
00731281	1007	UNITED POWER (UNION REA)	11/14/18	67.64
00731282	1007	UNITED POWER (UNION REA)	11/14/18	1,171.67
00731283	1007	UNITED POWER (UNION REA)	11/14/18	1,433.72
00731284	1007	UNITED POWER (UNION REA)	11/14/18	20.00
00731285	1007	UNITED POWER (UNION REA)	11/14/18	81.93
00731286	1007	UNITED POWER (UNION REA)	11/14/18	6,893.07
00731287	1007	UNITED POWER (UNION REA)	11/14/18	149.70
00731288	1007	UNITED POWER (UNION REA)	11/14/18	6,997.33
00731289	1007	UNITED POWER (UNION REA)	11/14/18	482.86
00731290	1007	UNITED POWER (UNION REA)	11/14/18	59.78
00731291	1007	UNITED POWER (UNION REA)	11/14/18	21,331.98
00731292	1007	UNITED POWER (UNION REA)	11/14/18	7,468.14
00731298	46796	WESTMINSTER CITY OF	11/14/18	877.31
00731299	46796	WESTMINSTER CITY OF	11/14/18	1,701.54
00731300	46796	WESTMINSTER CITY OF	11/14/18	3,529.90
00731301	163075	WINZENBURG, LEFF, PURVIS & PAY	11/14/18	19.00
00731302	13822	XCEL ENERGY	11/14/18	230.26
00731303	13822	XCEL ENERGY	11/14/18	207.52
00731304	13822	XCEL ENERGY	11/14/18	68.43
00731305	13822	XCEL ENERGY	11/14/18	4,004.00
00731306	13822	XCEL ENERGY	11/14/18	3,239.27
00731307	13822	XCEL ENERGY	11/14/18	121.65
00731308	13822	XCEL ENERGY	11/14/18	761.76
00731309	13822	XCEL ENERGY	11/14/18	7,570.70
00731310	13822	XCEL ENERGY	11/14/18	10,984.00
00731311	13822	XCEL ENERGY	11/14/18	1,977.43
00731312	13822	XCEL ENERGY	11/14/18	8,291.18

General Fund

00731362

00731363

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MURPHY RICK

NCS PEARSON INC

11/15/18

11/15/18

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11/16/18

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Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00731313	13822	XCEL ENERGY	11/14/18	2,832.06
00731314	13822	XCEL ENERGY	11/14/18	240.77
00731315	13822	XCEL ENERGY	11/14/18	510.82
00731316	13822	XCEL ENERGY	11/14/18	513.21
00731317	13822	XCEL ENERGY	11/14/18	312.66
00731318	13822	XCEL ENERGY	11/14/18	168.63
00731320	449107	YUMA COUNTY EXTENSION	11/14/18	130.00
00731321	8158	ZONES INC	11/14/18	468.72
00731325	91631	ADAMSON POLICE PRODUCTS	11/15/18	2,082.00
00731326	383698	ALLIED UNIVERSAL SECURITY SERV	11/15/18	22,041.07
00731327	262637	ALPINE ROOFING COMPANY	11/15/18	25,913.15
00731328	12012	ALSCO AMERICAN INDUSTRIAL	11/15/18	101.36
00731329	322973	ARMORED KNIGHTS INC	11/15/18	1,362.40
00731330	140646	AZTEC SOFTWARE	11/15/18	6,424.00
00731331	2914	BOB BARKER COMPANY	11/15/18	5,080.50
00731332	37266	CENTURY LINK	11/15/18	471.72
00731333	37266	CENTURY LINK	11/15/18	382.63
00731335	9902	CHEMATOX LABORATORY INC	11/15/18	995.00
00731337	612089	COMMERCIAL CLEANING SYSTEMS	11/15/18	79,106.08
00731339	255001	COPYCO QUALITY PRINTING INC	11/15/18	6,077.00
00731341	54347	DUMMIES UNLIMITED INC	11/15/18	2,817.00
00731342	35867	ELDORADO ARTESIAN SPRINGS INC	11/15/18	49.95
00731343	47723	FEDEX	11/15/18	77.48
00731345	671123	FOUND MY KEYS	11/15/18	465.00
00731346	32005	FRONT RANGE COMMUNITY LEARNING	11/15/18	538.56
00731347	7262	FRONTIER FERTILIZER AND CHEMIC	11/15/18	1,153.30
00731348	12689	GALLS LLC	11/15/18	1,239.49
00731350	675514	IMPROVEMENT ASSURANCE GROUP	11/15/18	1,050.00
00731351	5814	I70 SCOUT THE	11/15/18	147.84
00731353	485045	KORBY LANDSCAPE LLC	11/15/18	6,762.15
00731356	122854	MAILFINANCE	11/15/18	411.56
00731358	51274	MCDONALD YONG HUI V	11/15/18	3,892.50
00731359	4863	METROWEST NEWSPAPERS	11/15/18	15.95
00731360	73648	METROWEST NEWSPAPERS	11/15/18	88.00

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1	General Fund
1	General Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00731364	16428	NICOLETTI-FLATER ASSOCIATES	11/15/18	7,000.00
00731365	603778	NORCHEM DRUG TESTING LABORATOR	11/15/18	75.00
00731366	429656	OPEX CORPORATION	11/15/18	2,580.00
00731367	719707	PEACEKEEPER PRODUCTS INTERNATI	11/15/18	19,106.91
00731368	12691	PEARL COUNSELING ASSOCIATES	11/15/18	10,875.00
00731369	32700	PITNEY BOWES RESERVE ACCOUNT	11/15/18	6,000.00
00731370	44148	PRO FORCE LAW ENFORCEMENT	11/15/18	5,340.00
00731372	752307	RUNBECK ELECTION SERVICES INC	11/15/18	64,408.34
00731373	472626	SAFEWARE INC	11/15/18	17,351.00
00731374	145355	SANITY SOLUTIONS INC	11/15/18	20,607.26
00731375	669061	SCL HEALTH	11/15/18	300.00
00731376	13538	SHRED IT USA LLC	11/15/18	70.56
00731377	227044	SOUTHWESTERN PAINTING	11/15/18	6,738.00
00731378	712680	SQUARE COW MOOVERS LLC	11/15/18	540.00
00731379	42818	STATE OF COLORADO	11/15/18	1,211.42
00731380	42818	STATE OF COLORADO	11/15/18	2,220.61
00731381	42818	STATE OF COLORADO	11/15/18	704.71
00731382	599714	SUMMIT FOOD SERVICE LLC	11/15/18	36,234.25
00731383	66264	SYSTEMS GROUP	11/15/18	1,200.00
00731384	41127	THYSSENKRUPP ELEVATOR CORP	11/15/18	6,731.76
00731386	666214	TYGRETT DEBRA R	11/15/18	304.00
00731387	117701	UNIPATH	11/15/18	125.00
00731388	725336	US CORRECTIONS LLC	11/15/18	839.00
00731390	678293	ZOE TRAINING & CONSULTING	11/15/18	13,784.50
00731391	433987	ADCO DISTRICT ATTORNEY'S OFFIC	11/16/18	434.30
00731393	45983	AGREN BLANDO COURT REPORTING	11/16/18	25.55
00731395	50320	BROOMFIELD POLICE DEPARTMENT	11/16/18	51.00
00731396	2509	CCI	11/16/18	450.00
00731399	327250	CINTAS CORPORATION NO 2	11/16/18	199.42
00731400	43659	CINTAS FIRST AID & SAFETY	11/16/18	328.81
00731402	6331	COLO ASSESSORS ASSN	11/16/18	175.00
00731403	25579	ENTRAVISION COMMUNICATIONS	11/16/18	1,500.00
00731404	13454	FEDERAL EXPRESS CO	11/16/18	192.71
00731405	6388	FREMONT COUNTY SHERIFF	11/16/18	41.71
00731406	438625	GOVERNOR'S OFFICE OF IT	11/16/18	820.70
00731407	565398	GREER, AMY	11/16/18	3,330.00

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1,282,399.90

Fund Total

General Fund	d			
Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00731408	772418	HILL COLLIN	11/16/18	75.00
00731410	772417	HUDSON PLUMBING	11/16/18	75.00
00731411	5814	I70 SCOUT THE	11/16/18	4,086.72
00731412	506639	MARTINEZ BERNICE	11/16/18	75.00
00731413	73648	METROWEST NEWSPAPERS	11/16/18	22.88
00731415	772888	ORTIZ ORPINEDA EDGAR	11/16/18	650.00
00731416	725673	PACIFIC OFFICE AUTOMATION INC	11/16/18	15.28
00731417	13538	SHRED IT USA LLC	11/16/18	85.13
00731418	52553	SWEEPSTAKES UNLIMITED	11/16/18	30.00
00731419	37005	TOSHIBA BUSINESS SOLUTIONS	11/16/18	90.00
00731421	7162	WAGNER GEORGIA C	11/16/18	24.00
00731422	40340	WINDSTREAM COMMUNICATIONS	11/16/18	2,416.71
00731423	13822	XCEL ENERGY	11/16/18	63.73
00731424	2509	CCI	11/16/18	800.00

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4	Capital Facil	lities Fund			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00004993	104910	SAUNDERS CONSTRUCTION INC	11/14/18	38,167.34
	00005001	536294	G SQUARED DESIGN LLC	11/16/18	464,404.86
				Fund Total	502,572.20

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5	Golf Course	Enterprise Fund			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00004999	6177	PROFESSIONAL RECREATION MGMT I	11/15/18	5,992.60
	00731224	12012	ALSCO AMERICAN INDUSTRIAL	11/14/18	91.16
	00731251	160270	GOLF & SPORT SOLUTIONS	11/14/18	6,029.81
	00731255	11496	L L JOHNSON DIST	11/14/18	963.62
	00731268	152295	POTESTIO BROTHER EQUIPMENT	11/14/18	614.79
	00731274	26751	SOIL HORIZONS	11/14/18	2,065.00
	00731279	47140	TORO NSN	11/14/18	229.00
	00731319	13822	XCEL ENERGY	11/14/18	617.90
				Fund Total	16,603.88

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Net Warrants by Fund Detail

Equipment Service Fund

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Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00731202	295403	ABRA AUTO BODY & GLASS	11/13/18	723.51
00731203	23962	ACS MANAGEMENT LLC	11/13/18	3,900.00
00731205	346750	FACTORY MOTOR PARTS	11/13/18	7,789.41
00731210	494038	LARRY H MILLER FORD LAKEWOOD	11/13/18	30,570.00
00731211	324769	PRECISE MRM LLC	11/13/18	5,256.00
00731214	16237	SAM HILL OIL INC	11/13/18	23,862.85
00731221	24560	WIRELESS ADVANCED COMMUNICATIO	11/13/18	12,255.60
00731354	494038	LARRY H MILLER FORD LAKEWOOD	11/15/18	30,570.00
00731385	44409	TRANSWEST TRAILERS INC	11/15/18	40,904.60
00731389	24560	WIRELESS ADVANCED COMMUNICATIO	11/15/18	25,334.08
			Fund Total	181,166.05

Net Warrants by Fund Detail

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11/16/18

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1,903,612.40

13	Road & Bridge Fund
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Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00005002	362129	MARTIN MARIETTA MATERIALS INC	11/16/18	1,631,713.73
00731204	8909	BRANNAN SAND & GRAVEL COMPANY	11/13/18	6,564.92
00731206	212385	GMCO CORPORATION	11/13/18	4,500.00
00731208	506641	JK TRANSPORTS INC	11/13/18	38,816.50
00731213	157273	ROADSAFE TRAFFIC SYSTEMS	11/13/18	6,377.94
00731219	676666	VILLALOBOS CONCRETE INC	11/13/18	63,469.21
00731223	756632	ALPINE DISPOSAL INC	11/14/18	1,109.39
00731225	12012	ALSCO AMERICAN INDUSTRIAL	11/14/18	318.59
00731232	8909	BRANNAN SAND & GRAVEL COMPANY	11/14/18	131.56
00731239	43659	CINTAS FIRST AID & SAFETY	11/14/18	142.65
00731240	2305	COBITCO INC	11/14/18	133.93
00731247	13410	EASTERN SLOPE RURAL TELEPHONE	11/14/18	79,842.65
00731267	771609	PACE ANALYTICAL SERVICES INC	11/14/18	184.00
00731297	158184	UTILITY NOTIFICATION CENTER OF	11/14/18	461.10
00731322	11902	3M COMPANY	11/14/18	316.16
00731323	25603	A-1 CHIPSEAL CO	11/15/18	62,553.29
00731352	13771	JOE'S TOWING & RECOVERY	11/15/18	1,235.00
00731371	147080	ROCKSOL CONSULTING GROUP INC	11/15/18	5,741.78

Fund Total

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19	Insurance Fund							
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount			
	00004992	423439	DELTA DENTAL OF COLO	11/14/18	23,296.70			
	00004998	37223	UNITED HEALTH CARE INSURANCE C	11/14/18	146,423.08			
	00731209	13771	JOE'S TOWING & RECOVERY	11/13/18	80.00			
	00731215	255505	SHERMAN & HOWARD LLC	11/13/18	1,745.10			
	00731226	27429	ARTHUR J GALLAGHER	11/14/18	3,011.00			
	00731392	492573	ADVANCED URGENT CARE AND OCC M	11/16/18	1,645.00			
	00731409	491796	HRT ENTERPRISES LLC	11/16/18	260.00			
				Fund Total	176,460.88			

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20	Development	Developmentally Disabled						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount			
	00731414	31414 3313	NORTH METRO COMMUNITY SERVICES	11/16/18	845,210.00			
				Fund Total	845,210.00			

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25	Waste Management Fund						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00731212	1212 433702	QUANTUM WATER CONSULTING	11/13/18	70,788.85		
				Fund Total	70,788.85		

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27	Open Space	Projects Fund			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00731355	435545	LOGAN SIMPSON DESIGN INC	11/15/18	9,631.98
	00731420	509155	TOWERS PAINTING	11/16/18	11,817.00
				Fund Total	21,448.98

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30	Community 1	Dev Block Grant Fun	d		
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00004994	29064	TIERRA ROJO CONSTRUCTION	11/14/18	11,950.00
	00004995	29064	TIERRA ROJO CONSTRUCTION	11/14/18	4,110.00
	00004996	29064	TIERRA ROJO CONSTRUCTION	11/14/18	10,770.00
	00004997	29064	TIERRA ROJO CONSTRUCTION	11/14/18	9,070.00
	00731220	676666	VILLALOBOS CONCRETE INC	11/13/18	20,075.89
	00731262	73648	METROWEST NEWSPAPERS	11/14/18	29.92
	00731361	73648	METROWEST NEWSPAPERS	11/15/18	32.12
				Fund Total	56,037.93

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31	Head Start F	und			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00731397	37266	CENTURY LINK	11/16/18	356.82
	00731398	327914	CESCO LINGUISTIC SERVICE INC	11/16/18	1,542.87
				Fund Total	1,899.69

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34	Comm Services Blk Grant Fund						
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount		
	00731265	265 689895 NEW L	NEW LEGACY CHARTER SCHOOL	11/14/18	29,934.46		
				Fund Total	29,934.46		

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35	Workforce &	Business Center			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00731324	252050	ADAMS COUNTY HUMAN SERVICES	11/15/18	371.66
	00731334	774473	CHAIREZ REYNALDO	11/15/18	80.00
	00731340	707668	DILLER BAILEY	11/15/18	20.00
	00731344	774478	FIERRO OSCAR	11/15/18	80.00
	00731349	771689	GATES PHILLIP	11/15/18	40.00
	00731357	727959	MAZOTTI CAMERON	11/15/18	80.00
				Fund Total	671.66

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43	Front Range	Airport			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00731394	80118	AT&T CORP	11/16/18	101.88
	00731401	2381	COLO ANALYTICAL LABORATORY	11/16/18	26.00
				Fund Total	127.88

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50	FLATROCK	Facility Fund			
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00731271	430098	REPUBLIC SERVICES #535	11/14/18	496.00
	00731277	33604	STATE OF COLORADO	11/14/18	6.35
	00731293	1007	UNITED POWER (UNION REA)	11/14/18	229.48
	00731294	1007	UNITED POWER (UNION REA)	11/14/18	55.57
	00731295	1007	UNITED POWER (UNION REA)	11/14/18	143.42
	00731296	1007	UNITED POWER (UNION REA)	11/14/18	1,734.42
	00731338	612089	COMMERCIAL CLEANING SYSTEMS	11/15/18	1,430.24
				Fund Total	4,095.48

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94	Sheriff Payables						
	Warrant 00731336			Warrant Date	Amount 11,103.00		
				Fund Total	11,103.00		

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Grand Total <u>5,104,133.24</u>

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4302	Airport Administration	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Telephone					
AT&T CORP		00043	940985	322932	11/14/18	88.36
					Account Total	88.36
				I	Department Total	88.36

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4308	Airport ATCT	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Telephone					
	AT&T CORP	00043	940985	322932	11/14/18	6.76
					Account Total	6.76
				D	epartment Total	6.76

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4304	Airport Operations/Maintenance	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Telephone					
	AT&T CORP	00043	940985	322932	11/14/18	6.76
					Account Total	6.76
				D	epartment Total	6.76

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99800	All Ofc Shared Direct	Fund	Voucher	Batch No	GL Date	Amount
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	940941	322885	11/14/18	349.10
					Account Total	349.10
				D	epartment Total	349.10

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1011	Board of County Commissioners	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	CCI	00001	941093	323097	11/15/18	450.00
					Account Total	450.00
				D	epartment Total	450.00

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4	Capital Facilities Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	G SQUARED DESIGN LLC	00004	941106	323198	11/16/18	464,404.86
	SAUNDERS CONSTRUCTION INC	00004	940915	322842	11/13/18	40,176.15
					Account Total	504,581.01
	Retainages Payable					
	SAUNDERS CONSTRUCTION INC	00004	940915	322842	11/13/18	2,008.81-
					Account Total	2,008.81-
				D	epartment Total	502,572.20

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30	Community Dev Block Grant Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Retainages Payable					
	VILLALOBOS CONCRETE INC	00030	940846	322817	11/13/18	20,075.89
					Account Total	20,075.89
				De	epartment Total	20,075.89

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1033	Community Transit	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Community Transit Services					
	SENIORS RESOURCE CENTER INC	00001	940841	322822	11/13/18	46,356.97
	SENIORS RESOURCE CENTER INC	00001	940841	322822	11/13/18	52,662.20
	SENIORS RESOURCE CENTER INC	00001	940841	322822	11/13/18	58,752.63
	SENIORS RESOURCE CENTER INC	00001	940841	322822	11/13/18	48,160.40
					Account Total	205,932.20
				De	epartment Total	205,932.20

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1041	County Assessor	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Education & Training					
	COLO ASSESSORS ASSN	00001	940969	322906	11/14/18	175.00
					Account Total	175.00
	Other Professional Serv					
	SHRED IT USA LLC	00001	940970	322906	11/14/18	85.13
					Account Total	85.13
				D	epartment Total	260.13

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1013	County Attorney	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Court Reporting Transcripts					
	AGREN BLANDO COURT REPORTING	00001	940461	322292	11/06/18	25.55
					Account Total	25.55
	Messenger/Delivery Service					
	FEDERAL EXPRESS CO	00001	940464	322292	11/06/18	192.71
					Account Total	192.71
	Other Professional Serv					
	BROOMFIELD POLICE DEPARTMENT	00001	940465	322292	11/06/18	51.00
	SWEEPSTAKES UNLIMITED	00001	940462	322292	11/06/18	30.00
					Account Total	81.00
				D	epartment Total	299.26

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2031	County Coroner	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	ELDORADO ARTESIAN SPRINGS INC	00001	941057	323064	11/15/18	11.00
	ELDORADO ARTESIAN SPRINGS INC	00001	941058	323064	11/15/18	38.95
					Account Total	49.95
	Other Professional Serv					
	SCL HEALTH	00001	941056	323064	11/15/18	300.00
	UNIPATH	00001	941055	323064	11/15/18	125.00
					Account Total	425.00
				De	epartment Total	474.95

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1031	County Treasurer	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Advertising					
	I70 SCOUT THE	00001	941089	323086	11/15/18	4,086.72
	METROWEST NEWSPAPERS	00001	941070	323086	11/15/18	22.88
					Account Total	4,109.60
	Maintenance Contracts					
	TOSHIBA BUSINESS SOLUTIONS	00001	941091	323086	11/15/18	90.00
					Account Total	90.00
	Office Equip Rep & Maint					
	PACIFIC OFFICE AUTOMATION INC	00001	941092	323086	11/15/18	15.28
					Account Total	15.28
				D	epartment Total	4,214.88

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1074	CA- Risk Management	Fund	Voucher	Batch No	GL Date	Amount
	Safety-Drug & Al Test/Med Cert					
	ADVANCED URGENT CARE AND OCC M	00019	940466	322292	11/06/18	1,390.00
	ADVANCED URGENT CARE AND OCC M	00019	940467	322292	11/06/18	255.00
					Account Total	1,645.00
				De	epartment Total	1,645.00

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941017	CDBG 2017/2018	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Institutions					
	TIERRA ROJO CONSTRUCTION	00030	940596	322458	11/07/18	11,950.00
	TIERRA ROJO CONSTRUCTION	00030	940600	322459	11/07/18	4,110.00
	TIERRA ROJO CONSTRUCTION	00030	940603	322461	11/07/18	10,770.00
	TIERRA ROJO CONSTRUCTION	00030	940605	322465	11/07/18	9,070.00
					Account Total	35,900.00
	Legal Notices					
	METROWEST NEWSPAPERS	00030	940606	322471	11/07/18	29.92
	METROWEST NEWSPAPERS	00030	940988	322933	11/14/18	32.12
					Account Total	62.04
				D	epartment Total	35,962.04

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1022	CLK Elections	Fund	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	CENTURY LINK	00001	940952	322897	11/14/18	471.72
	CENTURY LINK	00001	940953	322897	11/14/18	382.63
	FRONT RANGE COMMUNITY LEARNING	00001	940957	322897	11/14/18	538.56
					Account Total	1,392.91
	Legal Notices					
	I70 SCOUT THE	00001	940962	322897	11/14/18	147.84
	METROWEST NEWSPAPERS	00001	940960	322897	11/14/18	88.00
					Account Total	235.84
	Printing External					
	FEDEX	00001	940955	322897	11/14/18	77.48
					Account Total	77.48
	Subscrip/Publications					
	METROWEST NEWSPAPERS	00001	940954	322897	11/14/18	15.95
					Account Total	15.95
				D	epartment Total	1,722.18

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1023	CLK Motor Vehicle	Fund	Voucher	Batch No	GL Date	Amount
	Destruction of Records					
	SHRED IT USA LLC	00001	940963	322897	11/14/18	70.56
					Account Total	70.56
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00001	940947	322897	11/14/18	26.89
	ALSCO AMERICAN INDUSTRIAL	00001	940948	322897	11/14/18	19.24
	ALSCO AMERICAN INDUSTRIAL	00001	940949	322897	11/14/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	940950	322897	11/14/18	18.41
	ALSCO AMERICAN INDUSTRIAL	00001	940951	322897	11/14/18	18.41
					Account Total	101.36
	Security Service					
	ALLIED UNIVERSAL SECURITY SERV	00001	940945	322897	11/14/18	1,594.48
	ALLIED UNIVERSAL SECURITY SERV	00001	940946	322897	11/14/18	1,890.14
					Account Total	3,484.62
				D	epartment Total	3,656.54

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951016	CSBG	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	NEW LEGACY CHARTER SCHOOL	00034	940563	322420	11/07/18	29,934.46
					Account Total	29,934.46
				D	epartment Total	29,934.46

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20	Developmentally Disabled	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	NORTH METRO COMMUNITY SERVICES	00020	941100	323187	11/16/18	422,605.00
	NORTH METRO COMMUNITY SERVICES	00020	941101	323187	11/16/18	422,605.00
					Account Total	845,210.00
				De	epartment Total	845,210.00

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1051	District Attorney	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Contract Employment					
	GREER, AMY	00001	940975	322912	11/14/18	3,330.00
					Account Total	3,330.00
	Court Reporting Transcripts					
	WAGNER GEORGIA C	00001	940984	322912	11/14/18	24.00
					Account Total	24.00
	Other Communications					
	GOVERNOR'S OFFICE OF IT	00001	940973	322912	11/14/18	820.70
					Account Total	820.70
	Other Professional Serv					
	FREMONT COUNTY SHERIFF	00001	940983	322912	11/14/18	41.71
					Account Total	41.71
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	940972	322912	11/14/18	93.77
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	940972	322912	11/14/18	114.22
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	940972	322912	11/14/18	76.31
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	940972	322912	11/14/18	46.86
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	940972	322912	11/14/18	103.14
					Account Total	434.30
				D	epartment Total	4,650.71

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6	Equipment Service Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	ABRA AUTO BODY & GLASS	00006	940802	322817	11/13/18	353.51
	ABRA AUTO BODY & GLASS	00006	940803	322817	11/13/18	25.00
	ABRA AUTO BODY & GLASS	00006	940804	322817	11/13/18	25.00
	ABRA AUTO BODY & GLASS	00006	940815	322817	11/13/18	160.00
	ABRA AUTO BODY & GLASS	00006	940875	322817	11/13/18	160.00
	ACS MANAGEMENT LLC	00006	940820	322817	11/13/18	3,900.00
	FACTORY MOTOR PARTS	00006	940821	322817	11/13/18	7,789.41
	LARRY H MILLER FORD LAKEWOOD	00006	940829	322817	11/13/18	30,570.00
	LARRY H MILLER FORD LAKEWOOD	00006	941015	323045	11/15/18	30,570.00
	PRECISE MRM LLC	00006	940830	322817	11/13/18	5,256.00
	SAM HILL OIL INC	00006	940834	322817	11/13/18	1,910.80
	SAM HILL OIL INC	00006	940835	322817	11/13/18	21,952.05
	TRANSWEST TRAILERS INC	00006	941037	323045	11/15/18	40,904.60
	WIRELESS ADVANCED COMMUNICATIO	00006	940840	322817	11/13/18	12,255.60
	WIRELESS ADVANCED COMMUNICATIO	00006	941038	323045	11/15/18	12,667.04
	WIRELESS ADVANCED COMMUNICATIO	00006	941039	323045	11/15/18	12,667.04
					Account Total	181,166.05
				De	partment Total	181,166.05

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9243	Extension - Family & Consumer	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Membership Dues					
	YUMA COUNTY EXTENSION	00001	940782	322807	11/13/18	130.00
					Account Total	130.00
				D	epartment Total	130.00

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50	FLATROCK Facility Fund	Fund	Voucher	Batch No	GL Date	Amount
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00050	940906	322832	11/13/18	6.35
					Account Total	6.35
	Received not Vouchered Clrg					
	COMMERCIAL CLEANING SYSTEMS	00050	940996	323045	11/15/18	1,430.24
					Account Total	1,430.24
				D	epartment Total	1,436.59

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1091	FO - Administration	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Building Rental					
	BENNETT TOWN OF	00001	940845	322823	11/13/18	1,500.00
					Account Total	1,500.00
	Gas & Electricity					
	Energy Cap Bill ID=8948	00001	940719	322672	10/22/18	240.77
					Account Total	240.77
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	940866	322823	11/13/18	126.95
					Account Total	126.95
				D	epartment Total	1,867.72

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1075	FO - Administration Bldg	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	940852	322823	11/13/18	48.21
					Account Total	48.21
				D	epartment Total	48.21

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1114	FO - District Attorney Bldg.	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8960	00001	940728	322672	10/23/18	513.21
	Energy Cap Bill ID=8973	00001	940729	322672	10/24/18	6,997.33
					Account Total	7,510.54
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	940858	322823	11/13/18	162.18
					Account Total	162.18
				De	epartment Total	7,672.72

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2090	FO - Flatrock Facility	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8942	00050	940738	322672	10/24/18	229.48
	Energy Cap Bill ID=8943	00050	940739	322672	10/24/18	55.57
	Energy Cap Bill ID=8956	00050	940740	322672	10/24/18	168.63
	Energy Cap Bill ID=8965	00050	940741	322672	10/24/18	143.42
	Energy Cap Bill ID=8967	00050	940742	322672	10/24/18	1,734.42
					Account Total	2,331.52
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00050	940849	322823	11/13/18	496.00
					Account Total	496.00
				D	epartment Total	2,827.52

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1077	FO - Government Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8961	00001	940715	322672	10/23/18	1,977.43
					Account Total	1,977.43
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	940860	322823	11/13/18	492.24
					Account Total	492.24
				D	epartment Total	2,469.67

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1070	FO - Honnen/Plan&Devel/MV Ware	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8950	00001	940705	322672	10/22/18	3,239.27
	Energy Cap Bill ID=8951	00001	940706	322672	10/22/18	121.65
	Energy Cap Bill ID=8959	00001	940707	322672	10/22/18	761.76
					Account Total	4,122.68
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8976	00001	940708	322672	10/20/18	1,041.42
	REPUBLIC SERVICES #535	00001	940857	322823	11/13/18	555.07
	REPUBLIC SERVICES #535	00001	940861	322823	11/13/18	220.84
					Account Total	1,817.33
				D	epartment Total	5,940.01

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1067	FO - Human Service Building	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8957	00001	940704	322672	10/22/18	4,004.00
					Account Total	4,004.00
				D	epartment Total	4.004.00

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1071	FO - Justice Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	PPS INTERIORS	00001	940767	322684	11/09/18	200.00
					Account Total	200.00
	Gas & Electricity					
	Energy Cap Bill ID=8941	00001	940709	322672	10/24/18	26,064.31
	Energy Cap Bill ID=8947	00001	940710	322672	10/24/18	67.64
					Account Total	26,131.95
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	940864	322823	11/13/18	811.47
					Account Total	811.47
				I	Department Total	27,143.42

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FO - Sheriff Maintenance	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
Gas & Electricity					
Energy Cap Bill ID=8946	00001	940730	322672	10/24/18	482.86
Energy Cap Bill ID=8958	00001	940731	322672	10/22/18	312.66
Energy Cap Bill ID=8962	00001	940732	322672	10/18/18	5,259.07
Energy Cap Bill ID=8968	00001	940733	322672	10/24/18	59.78
Energy Cap Bill ID=8969	00001	940734	322672	10/24/18	21,331.98
Energy Cap Bill ID=8975	00001	940735	322672	10/24/18	7,468.14
				Account Total	34,914.49
Water/Sewer/Sanitation					
Energy Cap Bill ID=8977	00001	940736	322672	10/19/18	26,299.18
Energy Cap Bill ID=8979	00001	940737	322672	10/19/18	20,113.28
REPUBLIC SERVICES #535	00001	940855	322823	11/13/18	3,546.25
REPUBLIC SERVICES #535	00001	940856	322823	11/13/18	166.96
REPUBLIC SERVICES #535	00001	940865	322823	11/13/18	513.28
				Account Total	50,638.95
			D	epartment Total	85,553.44
	Gas & Electricity Energy Cap Bill ID=8946 Energy Cap Bill ID=8958 Energy Cap Bill ID=8962 Energy Cap Bill ID=8968 Energy Cap Bill ID=8969 Energy Cap Bill ID=8975 Water/Sewer/Sanitation Energy Cap Bill ID=8977 Energy Cap Bill ID=8979 REPUBLIC SERVICES #535 REPUBLIC SERVICES #535	Gas & Electricity Energy Cap Bill ID=8946 Energy Cap Bill ID=8958 00001 Energy Cap Bill ID=8962 Energy Cap Bill ID=8968 Energy Cap Bill ID=8969 Energy Cap Bill ID=8975 Water/Sewer/Sanitation Energy Cap Bill ID=8979 Energy Cap Bill ID=8979 REPUBLIC SERVICES #535 00001 O0001 O0001	Gas & Electricity Energy Cap Bill ID=8946 00001 940730 Energy Cap Bill ID=8958 00001 940731 Energy Cap Bill ID=8962 00001 940732 Energy Cap Bill ID=8968 00001 940733 Energy Cap Bill ID=8969 00001 940734 Energy Cap Bill ID=8975 00001 940735 Water/Sewer/Sanitation Energy Cap Bill ID=8977 00001 940736 Energy Cap Bill ID=8979 00001 940737 REPUBLIC SERVICES #535 00001 940856	Gas & Electricity Energy Cap Bill ID=8946 00001 940730 322672 Energy Cap Bill ID=8958 00001 940731 322672 Energy Cap Bill ID=8962 00001 940732 322672 Energy Cap Bill ID=8968 00001 940733 322672 Energy Cap Bill ID=8969 00001 940734 322672 Energy Cap Bill ID=8975 00001 940735 322672 Water/Sewer/Sanitation Energy Cap Bill ID=8977 00001 940736 322672 Energy Cap Bill ID=8979 00001 940737 322672 REPUBLIC SERVICES #535 00001 940855 322823 REPUBLIC SERVICES #535 00001 940856 322823 REPUBLIC SERVICES #535 00001 940865 322823	Gas & Electricity Energy Cap Bill ID=8946 00001 940730 322672 10/24/18 Energy Cap Bill ID=8958 00001 940731 322672 10/22/18 Energy Cap Bill ID=8962 00001 940732 322672 10/18/18 Energy Cap Bill ID=8968 00001 940733 322672 10/24/18 Energy Cap Bill ID=8969 00001 940734 322672 10/24/18 Energy Cap Bill ID=8975 00001 940735 322672 10/24/18 Energy Cap Bill ID=8975 00001 940735 322672 10/24/18 Water/Sewer/Sanitation Energy Cap Bill ID=8977 00001 940736 322672 10/19/18 Energy Cap Bill ID=8979 00001 940737 322672 10/19/18 REPUBLIC SERVICES #535 00001 940855 322823 11/13/18 REPUBLIC SERVICES #535 00001 940856 322823 11/13/18 REPUBLIC SERVICES #535 00001 940865 322823 11/13/18

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1072	FO - West Service Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8953	00001	940711	322672	10/25/18	7,570.70
					Account Total	7,570.70
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8971	00001	940712	322672	10/24/18	877.31
	Energy Cap Bill ID=8972	00001	940713	322672	10/24/18	1,701.54
	REPUBLIC SERVICES #535	00001	940869	322823	11/13/18	630.61
					Account Total	3,209.46
				D	epartment Total	10,780.16

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1076	FO-Adams County Service Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8949	00001	940714	322672	10/22/18	10,984.00
					Account Total	10,984.00
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	940851	322823	11/13/18	58.00
	REPUBLIC SERVICES #535	00001	940853	322823	11/13/18	223.50
					Account Total	281.50
				De	epartment Total	11,265.50

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1069	FO-Animal Shelter Maintenance	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	940868	322823	11/13/18	443.62
					Account Total	443.62
				D	epartment Total	443.62

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1112	FO-Sheriff HQ/Coroner Building	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8952	00001	940726	322672	10/23/18	510.82
					Account Total	510.82
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8978	00001	940727	322672	10/19/18	3,742.19
	REPUBLIC SERVICES #535	00001	940854	322823	11/13/18	187.22
					Account Total	3,929.41
				De	epartment Total	4,440.23

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1 General Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
Colorado Sales Tax Payable					
STATE OF COLORADO	00001	940758	322682	11/09/18	2,480.91
				Account Total	2,480.91
Received not Vouchered Clrg					
ADAMSON POLICE PRODUCTS	00001	940772	322678	11/09/18	1,960.00
ADAMSON POLICE PRODUCTS	00001	940772	322678	11/09/18	32.00
ADAMSON POLICE PRODUCTS	00001	940773	322678	11/09/18	90.00
ALLIED UNIVERSAL SECURITY SERV	00001	940743	322678	11/09/18	18,556.45
ALPINE ROOFING COMPANY	00001	940993	323045	11/15/18	27,277.00
ARMORED KNIGHTS INC	00001	940994	323045	11/15/18	339.42
ARMORED KNIGHTS INC	00001	940994	323045	11/15/18	136.08
ARMORED KNIGHTS INC	00001	940994	323045	11/15/18	339.42
ARMORED KNIGHTS INC	00001	940994	323045	11/15/18	68.83
ARMORED KNIGHTS INC	00001	940994	323045	11/15/18	68.83
ARMORED KNIGHTS INC	00001	940994	323045	11/15/18	68.83
ARMORED KNIGHTS INC	00001	940994	323045	11/15/18	136.08
ARMORED KNIGHTS INC	00001	940994	323045	11/15/18	68.83
ARMORED KNIGHTS INC	00001	940994	323045	11/15/18	136.08
AZTEC SOFTWARE	00001	940744	322678	11/09/18	6,424.00
BOB BARKER COMPANY	00001	940745	322678	11/09/18	5,080.50
CHEMATOX LABORATORY INC	00001	940746	322678	11/09/18	28.00
CHEMATOX LABORATORY INC	00001	940747	322678	11/09/18	738.00
CHEMATOX LABORATORY INC	00001	940774	322678	11/09/18	156.30
CHEMATOX LABORATORY INC	00001	940774	322678	11/09/18	72.70
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	6,872.16
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	4,233.97
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	438.83
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	713.60
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	720.72
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	440.77
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	3,038.42
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	1,383.43
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	18,956.05
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	604.03
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	833.78

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eral Fund	Fund	Voucher	Batch No	GL Date	Amount
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	27,358.12
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	1,705.17
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	825.55
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	4,424.89
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	437.55
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	1,621.25
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	3,851.11
COMMERCIAL CLEANING SYSTEMS	00001	940995	323045	11/15/18	646.68
COPYCO QUALITY PRINTING INC	00001	940997	323045	11/15/18	1,449.00
COPYCO QUALITY PRINTING INC	00001	940998	323045	11/15/18	1,035.00
COPYCO QUALITY PRINTING INC	00001	940999	323045	11/15/18	1,728.00
COPYCO QUALITY PRINTING INC	00001	941000	323045	11/15/18	899.00
COPYCO QUALITY PRINTING INC	00001	941001	323045	11/15/18	966.00
DUMMIES UNLIMITED INC	00001	940749	322678	11/09/18	2,817.00
ENTRAVISION COMMUNICATIONS	00001	941098	323187	11/16/18	1,500.00
FOUND MY KEYS	00001	940750	322678	11/09/18	465.00
FRONTIER FERTILIZER AND CHEMIC	00001	941003	323045	11/15/18	1,153.30
GALLS LLC	00001	940751	322678	11/09/18	161.85
GALLS LLC	00001	940752	322678	11/09/18	1,077.64
GOLDMAN ROBBINS NICHOLSON & MA	00001	940823	322817	11/13/18	7,149.52
IMPROVEMENT ASSURANCE GROUP	00001	941004	323045	11/15/18	1,050.00
KORBY LANDSCAPE LLC	00001	941014	323045	11/15/18	890.07
KORBY LANDSCAPE LLC	00001	941014	323045	11/15/18	853.96
KORBY LANDSCAPE LLC	00001	941014	323045	11/15/18	693.85
KORBY LANDSCAPE LLC	00001	941014	323045	11/15/18	1,040.77
KORBY LANDSCAPE LLC	00001	941014	323045	11/15/18	1,207.53
KORBY LANDSCAPE LLC	00001	941014	323045	11/15/18	274.72
KORBY LANDSCAPE LLC	00001	941014	323045	11/15/18	392.91
KORBY LANDSCAPE LLC	00001	941014	323045	11/15/18	387.01
KORBY LANDSCAPE LLC	00001	941014	323045	11/15/18	635.16
KORBY LANDSCAPE LLC	00001	941014	323045	11/15/18	386.17
MAILFINANCE	00001	940753	322678	11/09/18	411.56
MCDONALD YONG HUI V	00001	940754	322678	11/09/18	3,892.50
MURPHY RICK	00001	940755	322678	11/09/18	5,602.40
NCS PEARSON INC	00001	940756	322678	11/09/18	476.00
NICOLETTI-FLATER ASSOCIATES	00001	940775	322678	11/09/18	400.00

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1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	NICOLETTI-FLATER ASSOCIATES	00001	940775	322678	11/09/18	400.00
	NICOLETTI-FLATER ASSOCIATES	00001	940775	322678	11/09/18	6,000.00
	NICOLETTI-FLATER ASSOCIATES	00001	940775	322678	11/09/18	200.00
	NORCHEM DRUG TESTING LABORATOR	00001	940748	322678	11/09/18	75.00
	OPEX CORPORATION	00001	941020	323045	11/15/18	2,580.00
	PEACEKEEPER PRODUCTS INTERNATI	00001	940757	322678	11/09/18	19,106.91
	PEARL COUNSELING ASSOCIATES	00001	940776	322678	11/09/18	3,149.31
	PEARL COUNSELING ASSOCIATES	00001	940776	322678	11/09/18	1,225.69
	PEARL COUNSELING ASSOCIATES	00001	940777	322678	11/09/18	6,500.00
	PITNEY BOWES RESERVE ACCOUNT	00001	941002	323045	11/15/18	6,000.00
	PRO FORCE LAW ENFORCEMENT	00001	940759	322678	11/09/18	5,340.00
	RUNBECK ELECTION SERVICES INC	00001	941024	323045	11/15/18	27,995.00
	RUNBECK ELECTION SERVICES INC	00001	941025	323045	11/15/18	413.34
	RUNBECK ELECTION SERVICES INC	00001	941026	323045	11/15/18	36,000.00
	SAFEWARE INC	00001	940760	322678	11/09/18	3,142.00
	SAFEWARE INC	00001	940761	322678	11/09/18	398.00
	SAFEWARE INC	00001	940761	322678	11/09/18	9,003.00
	SAFEWARE INC	00001	940761	322678	11/09/18	3,237.00
	SAFEWARE INC	00001	940778	322678	11/09/18	1,571.00
	SANITY SOLUTIONS INC	00001	941035	323045	11/15/18	20,607.26
	SOUTHWESTERN PAINTING	00001	941033	323045	11/15/18	6,738.00
	SQUARE COW MOOVERS LLC	00001	941027	323045	11/15/18	540.00
	STATE OF COLORADO	00001	941028	323045	11/15/18	1,211.42
	STATE OF COLORADO	00001	941028	323045	11/15/18	2,220.61
	STATE OF COLORADO	00001	941029	323045	11/15/18	704.71
	SUMMIT FOOD SERVICE LLC	00001	940762	322678	11/09/18	30,774.69
	SUMMIT FOOD SERVICE LLC	00001	940763	322678	11/09/18	664.84
	SUMMIT FOOD SERVICE LLC	00001	940763	322678	11/09/18	4,794.72
	SYSTEMS GROUP	00001	941030	323045	11/15/18	300.00
	SYSTEMS GROUP	00001	941031	323045	11/15/18	300.00
	SYSTEMS GROUP	00001	941032	323045	11/15/18	300.00
	SYSTEMS GROUP	00001	941034	323045	11/15/18	300.00
	THYSSENKRUPP ELEVATOR CORP	00001	941036	323045	11/15/18	1,213.00
	THYSSENKRUPP ELEVATOR CORP	00001	941036	323045	11/15/18	131.00
	THYSSENKRUPP ELEVATOR CORP	00001	941036	323045	11/15/18	2,641.76
	THYSSENKRUPP ELEVATOR CORP	00001	941036	323045	11/15/18	97.00

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1	General Fund	Fund	Voucher	Batch No	GL Date	Amount
	THYSSENKRUPP ELEVATOR CORP	00001	941036	323045	11/15/18	815.00
	THYSSENKRUPP ELEVATOR CORP	00001	941036	323045	11/15/18	262.00
	THYSSENKRUPP ELEVATOR CORP	00001	941036	323045	11/15/18	262.00
	THYSSENKRUPP ELEVATOR CORP	00001	941036	323045	11/15/18	343.00
	THYSSENKRUPP ELEVATOR CORP	00001	941036	323045	11/15/18	705.00
	THYSSENKRUPP ELEVATOR CORP	00001	941036	323045	11/15/18	262.00
	TISCHLERBISE INC	00001	940837	322817	11/13/18	8,736.00
	TRI COUNTY HEALTH DEPT	00001	940839	322817	11/13/18	294,546.00
	TYGRETT DEBRA R	00001	940764	322678	11/09/18	304.00
	UNITED RENTALS NORTH AMERICA I	00001	940847	322817	11/13/18	983.81
	UNITED RENTALS NORTH AMERICA I	00001	940848	322817	11/13/18	783.81
	UNITED RENTALS NORTH AMERICA I	00001	940859	322817	11/13/18	3,095.63
	UNITED RENTALS NORTH AMERICA I	00001	940863	322817	11/13/18	5,017.86
	UNITED RENTALS NORTH AMERICA I	00001	940867	322817	11/13/18	2,459.52
	UNITED RENTALS NORTH AMERICA I	00001	940870	322817	11/13/18	1,354.94
	UNITED RENTALS NORTH AMERICA I	00001	940871	322817	11/13/18	1,879.63
	UNITED RENTALS NORTH AMERICA I	00001	940871	322817	11/13/18	2,034.82
	UNITED RENTALS NORTH AMERICA I	00001	940872	322817	11/13/18	245.95
	UNITED RENTALS NORTH AMERICA I	00001	940873	322817	11/13/18	245.95
	UNITED RENTALS NORTH AMERICA I	00001	940874	322817	11/13/18	491.28
	US CORRECTIONS LLC	00001	940765	322678	11/09/18	839.00
	ZOE TRAINING & CONSULTING	00001	941040	323045	11/15/18	13,784.50
					Account Total	725,206.31
	Retainages Payable					
	ALPINE ROOFING COMPANY	00001	940993	323045	11/15/18	1,363.85-
					Account Total	1,363.85-
				D	epartment Total	726,323.37

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5026	Golf Course- Maintenance	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00005	940816	322819	11/13/18	182.91
					Account Total	182.91
	Grounds Maintenance					
	GOLF & SPORT SOLUTIONS	00005	940807	322819	11/13/18	6,029.81
	SOIL HORIZONS	00005	940812	322819	11/13/18	935.00
	SOIL HORIZONS	00005	940813	322819	11/13/18	1,130.00
	TORO NSN	00005	940814	322819	11/13/18	229.00
					Account Total	8,323.81
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	940805	322819	11/13/18	45.58
	ALSCO AMERICAN INDUSTRIAL	00005	940806	322819	11/13/18	45.58
					Account Total	91.16
	Vehicle Parts & Supplies					
	L L JOHNSON DIST	00005	940808	322819	11/13/18	223.11
	L L JOHNSON DIST	00005	940809	322819	11/13/18	367.28
	L L JOHNSON DIST	00005	940810	322819	11/13/18	373.23
	POTESTIO BROTHER EQUIPMENT	00005	940811	322819	11/13/18	614.79
					Account Total	1,578.41
				D	epartment Total	10,176.29

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5021	Golf Course- Pro Shop	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	380.00
					Account Total	380.00
	Gas & Electricity					
	XCEL ENERGY	00005	940816	322819	11/13/18	434.99
					Account Total	434.99
	Golf Carts					
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	410.00
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	944.00
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	259.00
	TROTESSION IN RESIDENT TO A PROPERTY OF		, -0,, ,	0_000	Account Total	1,613.00
	2.434					,
	Golf Merchandise	00005	0.40000	2220.42	11/15/10	551.10
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	571.12
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	185.68
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	35.00
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	58.15
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	735.23
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	96.00
					Account Total	1,681.18
	Golf Range Expense					
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	339.44
					Account Total	339.44
	Other Professional Serv					
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	351.52
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	326.27
					Account Total	677.79
	Repair & Maint Supplies					
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	71.11
	TROTESSIONALE REGREATION MONT		,,,	0_000	Account Total	71.11
	Security Service	00005	0.40000	2222.42	11/15/10	404.00
	PROFESSIONAL RECREATION MGMT I	00005	940990	323043	11/15/18	481.00
					Account Total	481.00

Water/Sewer/Sanitation

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5021 **Golf Course- Pro Shop** Fund Voucher **Batch No GL Date** Amount 00005 940990 323043 11/15/18 749.08 PROFESSIONAL RECREATION MGMT I Account Total 749.08 Department Total 6,427.59

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9252	GF- Admin/Org Support	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	ADAMS COUNTY ECONOMIC DEVELOP	00001	940913	322832	11/13/18	137,500.00
					Account Total	137,500.00
	Other Professional Serv					
	DAVIS GRAHAM & STUBBS LLP	00001	940567	322422	11/07/18	668.50
	EVSTUDIO LLC	00001	940766	322684	11/09/18	650.00
					Account Total	1,318.50
				De	epartment Total	138,818.50

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1079	Human Services Center	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=8954	00001	940716	322672	10/25/18	8,291.18
	Energy Cap Bill ID=8955	00001	940717	322672	10/25/18	2,832.06
					Account Total	11,123.24
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=8970	00001	940718	322672	10/24/18	3,529.90
	REPUBLIC SERVICES #535	00001	940862	322823	11/13/18	972.00
					Account Total	4,501.90
				D	epartment Total	15,625.14

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935118	HHS Grant	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Interpreting Services					
	CESCO LINGUISTIC SERVICE INC	00031	940956	322886	11/14/18	89.00
	CESCO LINGUISTIC SERVICE INC	00031	940958	322886	11/14/18	701.50
	CESCO LINGUISTIC SERVICE INC	00031	940959	322886	11/14/18	127.74
	CESCO LINGUISTIC SERVICE INC	00031	940961	322886	11/14/18	76.70
	CESCO LINGUISTIC SERVICE INC	00031	940965	322886	11/14/18	114.61
	CESCO LINGUISTIC SERVICE INC	00031	940966	322886	11/14/18	60.00
	CESCO LINGUISTIC SERVICE INC	00031	940967	322886	11/14/18	114.00
	CESCO LINGUISTIC SERVICE INC	00031	940968	322886	11/14/18	178.00
					Account Total	1,461.55
	Telephone					
	CENTURY LINK	00031	940943	322886	11/14/18	356.82
					Account Total	356.82
				D	epartment Total	1,818.37

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8613	Insurance - UHC EPO Medical	Fund	Voucher	Batch No	GL Date	Amount
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	940944	322895	11/14/18	146,423.08
					Account Total	146,423.08
				D	epartment Total	146,423.08

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19	Insurance Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	JOE'S TOWING & RECOVERY	00019	940828	322817	11/13/18	80.00
	SHERMAN & HOWARD LLC	00019	940836	322817	11/13/18	1,745.10
					Account Total	1,825.10
				De	epartment Total	1,825.10

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8614	Insurance- Delta Dental	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	940942	322887	11/14/18	23,296.70
					Account Total	23,296.70
				D	epartment Total	23,296.70

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8611	Insurance- Property/Casualty	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Auto Physical Damage					
	HRT ENTERPRISES LLC	00019	940460	322292	11/06/18	260.00
					Account Total	260.00
				D	epartment Total	260.00

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8617	Insurance- Workers Comp	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Insurance Premiums					
	ARTHUR J GALLAGHER	00019	940568	322422	11/07/18	3,011.00
					Account Total	3,011.00
				D	epartment Total	3.011.00

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1058	IT Network/Telecom	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Telephone					
	WINDSTREAM COMMUNICATIONS	00001	940987	322930	11/14/18	2,416.71
					Account Total	2,416.71
				D	epartment Total	2,416.71

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934618	Non-Reimbursable Expenditures	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Interpreting Services					
	CESCO LINGUISTIC SERVICE INC	00031	940964	322886	11/14/18	81.32
					Account Total	81.32
				D	epartment Total	81.32

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27	Open Space Projects Fund	Fund	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	LOGAN SIMPSON DESIGN INC	00027	941016	323045	11/15/18	4,828.40
	LOGAN SIMPSON DESIGN INC	00027	941017	323045	11/15/18	4,803.58
	TOWERS PAINTING	00027	941099	323187	11/16/18	11,817.00
					Account Total	21,448.98
				De	partment Total	21,448.98

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1111	Parks Facilities	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Building Repair & Maint					
	THERMAL & MOISTURE PROTECTION	00001	940843	322823	11/13/18	517.00
					Account Total	517.00
	Gas & Electricity					
	Energy Cap Bill ID=8944	00001	940720	322672	10/24/18	1,171.67
	Energy Cap Bill ID=8945	00001	940721	322672	10/24/18	1,433.72
	Energy Cap Bill ID=8963	00001	940722	322672	10/24/18	20.00
	Energy Cap Bill ID=8964	00001	940723	322672	10/24/18	81.93
	Energy Cap Bill ID=8966	00001	940724	322672	10/24/18	6,893.07
	Energy Cap Bill ID=8974	00001	940725	322672	10/24/18	149.70
					Account Total	9,750.09
	Other Professional Serv					
	THERMAL & MOISTURE PROTECTION	00001	940844	322823	11/13/18	690.00
					Account Total	690.00
				Г	epartment Total	10,957.09

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5010	PKS- Fair & Special Events	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Equipment Rental					
	UNITED RENTALS NORTH AMERICA I	00001	940874	322817	11/13/18	.62
					Account Total	.62
	Regional Park Rentals					
	HILL COLLIN	00001	940696	322658	11/09/18	75.00
	HUDSON PLUMBING	00001	940697	322658	11/09/18	75.00
	MARTINEZ BERNICE	00001	940698	322658	11/09/18	75.00
	ORTIZ ORPINEDA EDGAR	00001	940699	322658	11/09/18	650.00
					Account Total	875.00
				Γ	epartment Total	875.62

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5012	PKS- Regional Complex	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Operating Supplies					
	CINTAS CORPORATION NO 2	00001	940694	322658	11/09/18	199.42
	CINTAS FIRST AID & SAFETY	00001	940695	322658	11/09/18	328.81
					Account Total	528.23
				D	epartment Total	528.23

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5016	PKS- Trail Ranger Patrol	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	XCEL ENERGY	00001	940564	322423	11/07/18	230.26
	XCEL ENERGY	00001	940565	322423	11/07/18	207.52
	XCEL ENERGY	00001	940566	322423	11/07/18	68.43
	XCEL ENERGY	00001	940700	322658	11/09/18	63.73
					Account Total	569.94
				I	Department Total	569.94

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1038	Regional Affairs	Fund	Voucher	Batch No	GL Date	Amount
	Travel & Transportation					
	CCI	00001	941064	323076	11/15/18	800.00
					Account Total	800.00
				D	epartment Total	800.00

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13	Road & Bridge Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Const & Oversz Permits					
	EASTERN SLOPE RURAL TELEPHONE	00013	940768	322686	11/09/18	79,842.65
					Account Total	79,842.65
	Received not Vouchered Clrg					
	A-1 CHIPSEAL CO	00013	940991	323045	11/15/18	1,820.00
	A-1 CHIPSEAL CO	00013	940992	323045	11/15/18	64,025.57
	BRANNAN SAND & GRAVEL COMPANY	00013	940818	322817	11/13/18	6,564.92
	GMCO CORPORATION	00013	940822	322817	11/13/18	4,500.00
	JK TRANSPORTS INC	00013	940824	322817	11/13/18	12,311.10
	JK TRANSPORTS INC	00013	940825	322817	11/13/18	14,737.50
	JK TRANSPORTS INC	00013	940826	322817	11/13/18	11,767.50
	JOE'S TOWING & RECOVERY	00013	941009	323045	11/15/18	130.00
	JOE'S TOWING & RECOVERY	00013	941012	323045	11/15/18	845.00
	JOE'S TOWING & RECOVERY	00013	941013	323045	11/15/18	245.00
	JOE'S TOWING & RECOVERY	00013	941013	323045	11/15/18	15.00
	MARTIN MARIETTA MATERIALS INC	00013	941096	323177	11/16/18	175,946.27
	MARTIN MARIETTA MATERIALS INC	00013	941096	323177	11/16/18	436,502.08
	MARTIN MARIETTA MATERIALS INC	00013	941097	323177	11/16/18	1,105,145.04
	ROADSAFE TRAFFIC SYSTEMS	00013	940833	322817	11/13/18	6,377.94
	ROCKSOL CONSULTING GROUP INC	00013	941023	323045	11/15/18	5,741.78
					Account Total	1,846,674.70
	Retainages Payable					
	A-1 CHIPSEAL CO	00013	940991	323045	11/15/18	91.00-
	A-1 CHIPSEAL CO	00013	940992	323045	11/15/18	3,201.28-
	MARTIN MARIETTA MATERIALS INC	00013	941096	323177	11/16/18	8,797.31-
	MARTIN MARIETTA MATERIALS INC	00013	941096	323177	11/16/18	21,825.10-
	MARTIN MARIETTA MATERIALS INC	00013	941097	323177	11/16/18	55,257.25-
	VILLALOBOS CONCRETE INC	00013	940842	322817	11/13/18	55,205.05
	VILLALOBOS CONCRETE INC	00013	940842	322817	11/13/18	8,264.16
					Account Total	25,702.73-
				D	epartment Total	1,900,814.62

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97975	RESEA Program-FY16	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	940941	322885	11/14/18	22.56
					Account Total	22.56
				D	epartment Total	22.56

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94	Sheriff Payables	Fund	Voucher	Batch No	GL Date	Amount
	Fingerprint Cards - CBI					
	COLO BUREAU OF INVESTIGATION	00094	940769	322687	11/09/18	11,103.00
					Account Total	11,103.00
				D	epartment Total	11,103.00

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2011	SHF- Admin Services Division	Fund	Voucher	Batch No	GL Date	Amount
	Minor Equipment					
	ZONES INC	00001	940287	322045	11/02/18	468.72
					Account Total	468.72
	Operating Supplies					
	DS WATERS OF AMERICA INC	00001	940284	322045	11/02/18	158.37
					Account Total	158.37
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	940283	322045	11/02/18	100.00
					Account Total	100.00
				D	epartment Total	727.09

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SHF- Civil Section	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
Sheriff's Fees					
AUTO MART USA	00001	940289	322049	11/02/18	19.00
BAIER YVONNE	00001	940290	322049	11/02/18	66.00
BALL FRANK J	00001	940291	322049	11/02/18	19.00
BC SERVICES INC	00001	940292	322049	11/02/18	9.00
CASTANEDA NAVARRO TANIA LISSET	00001	940309	322049	11/02/18	19.00
CREDIT SERVICE COMPANY	00001	940293	322049	11/02/18	19.00
CREDIT SERVICE COMPANY	00001	940294	322049	11/02/18	19.00
DEPARTMENT OF LABOR AND EMPLOY	00001	940295	322049	11/02/18	19.00
DIGIACOMO MARYANN	00001	940310	322049	11/02/18	66.00
ELLIOT LEGAL INVESTIGATIONS	00001	940296	322049	11/02/18	19.00
FRANCY LAW FIRM	00001	940297	322049	11/02/18	19.00
FRANCY LAW FIRM	00001	940298	322049	11/02/18	19.00
FRANCY LAW FIRM	00001	940299	322049	11/02/18	34.00
FRANCY LAW FIRM	00001	940300	322049	11/02/18	19.00
GONZALES COUNTY DISTRICT COURT	00001	940311	322049	11/02/18	19.00
JIMENEZ CORDOVA MARIA ALBERTO	00001	940312	322049	11/02/18	19.00
MACHOL & JOHANNES, LLC	00001	940301	322049	11/02/18	19.00
MACHOL & JOHANNES, LLC	00001	940302	322049	11/02/18	19.00
MACHOL & JOHANNES, LLC	00001	940303	322049	11/02/18	19.00
MACHOL & JOHANNES, LLC	00001	940304	322049	11/02/18	19.00
MACHOL & JOHANNES, LLC	00001	940305	322049	11/02/18	19.00
MACHOL & JOHANNES, LLC	00001	940306	322049	11/02/18	19.00
MILLER COHEN PETERSON YOUNG	00001	940307	322049	11/02/18	19.00
MON BANYA	00001	940313	322049	11/02/18	19.00
WINZENBURG, LEFF, PURVIS & PAY	00001	940308	322049	11/02/18	19.00
				Account Total	574.00
			D	epartment Total	574.00

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2075	SHF- Commissary Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Communications					
	CENTURY LINK	00001	940282	322045	11/02/18	213.61
					Account Total	213.61
				D	epartment Total	213.61

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2016	SHF- Detective Division	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	SHRED IT USA LLC	00001	940286	322045	11/02/18	30.00
					Account Total	30.00
]	Department Total	30.00

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2017	SHF- Patrol Division	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	SHRED IT USA LLC	00001	940286	322045	11/02/18	30.00
					Account Total	30.00
				D	epartment Total	30.00

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2018	SHF- Records/Warrants Section	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Membership Dues					
	JEFFERSON COUNTY- DISTRICT ATT	00001	940288	322045	11/02/18	71.43
					Account Total	71.43
				De	epartment Total	71.43

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2005	SHF- TAC Section	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Copies, Maps, Plans, Etc					
	ORTIZ, EMILIANO SANTIAGO	00001	940285	322045	11/02/18	10.99
					Account Total	10.99
				D	epartment Total	10.99

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2024	SHF- Volunteer Program	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	940283	322045	11/02/18	240.00
					Account Total	240.00
				D	epartment Total	240.00

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Transportation Opers & Maint	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
Community Events					
ALPINE DISPOSAL INC	00013	940690	322649	11/09/18	1,109.39
				Account Total	1,109.39
Debris Removal					
PACE ANALYTICAL SERVICES INC	00013	940683	322649	11/09/18	184.00
				Account Total	184.00
Operating Supplies					
ALSCO AMERICAN INDUSTRIAL	00013	940676	322649	11/09/18	77.42
ALSCO AMERICAN INDUSTRIAL	00013	940677	322649	11/09/18	76.10
ALSCO AMERICAN INDUSTRIAL	00013	940678	322649	11/09/18	76.10
ALSCO AMERICAN INDUSTRIAL	00013	940679	322649	11/09/18	88.97
CINTAS FIRST AID & SAFETY	00013	940680	322649	11/09/18	58.21
CINTAS FIRST AID & SAFETY	00013	940681	322649	11/09/18	84.44
				Account Total	461.24
Other Professional Serv					
JK TRANSPORTS INC	00013	940824	322817	11/13/18	.40
				Account Total	.40
Pothole Asphalt					
BRANNAN SAND & GRAVEL COMPANY	00013	940682	322649	11/09/18	131.56
				Account Total	131.56
Repair & Maint Supplies					
3M COMPANY	00013	940687	322649	11/09/18	316.16
				Account Total	316.16
Road Oil					
COBITCO INC	00013	940688	322649	11/09/18	133.93
				Account Total	133.93
			Ι	Department Total	2,336.68
	Community Events ALPINE DISPOSAL INC Debris Removal PACE ANALYTICAL SERVICES INC Operating Supplies ALSCO AMERICAN INDUSTRIAL ALSCO AMERICAN INDUSTRIAL ALSCO AMERICAN INDUSTRIAL ALSCO AMERICAN INDUSTRIAL CINTAS FIRST AID & SAFETY CINTAS FIRST AID & SAFETY Other Professional Serv JK TRANSPORTS INC Pothole Asphalt BRANNAN SAND & GRAVEL COMPANY Repair & Maint Supplies 3M COMPANY	Community Events ALPINE DISPOSAL INC Debris Removal PACE ANALYTICAL SERVICES INC Operating Supplies ALSCO AMERICAN INDUSTRIAL ALSCO AMERICAN INDUSTRIAL ALSCO AMERICAN INDUSTRIAL O0013 ALSCO AMERICAN INDUSTRIAL O0013 CINTAS FIRST AID & SAFETY O0013 CINTAS FIRST AID & SAFETY O0013 Other Professional Serv JK TRANSPORTS INC O0013 Pothole Asphalt BRANNAN SAND & GRAVEL COMPANY Repair & Maint Supplies 3M COMPANY 00013 Road Oil	Community Events	Community Events	Community Events

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3055	Transportation Streets Program	Fund	Voucher	Batch No	GL Date	Amount
	Traffic Signal Maintenance					
	UTILITY NOTIFICATION CENTER OF	00013	940684	322649	11/09/18	220.40
	UTILITY NOTIFICATION CENTER OF	00013	940685	322649	11/09/18	240.70
					Account Total	461.10
				De	epartment Total	461.10

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25	Waste Management Fund	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Received not Vouchered Clrg					
	QUANTUM WATER CONSULTING	00025	940832	322817	11/13/18	70,788.85
					Account Total	70,788.85
				D	epartment Total	70,788.85

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4316	Wastewater Treatment Plant	<u>Fund</u>	Voucher	Batch No	GL Date	Amount
	Laboratory Analysis					
	COLO ANALYTICAL LABORATORY	00043	940986	322932	11/14/18	26.00
					Account Total	26.00
				D	epartment Total	26.00

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97500	WIOA YOUTH OLDER	Fund	Voucher	Batch No	GL Date	Amount
	Supp Svcs-Incentives					
	CHAIREZ REYNALDO	00035	940939	322885	11/14/18	80.00
	DILLER BAILEY	00035	940902	322830	11/13/18	20.00
	FIERRO OSCAR	00035	940940	322885	11/14/18	80.00
	GATES PHILLIP	00035	940903	322830	11/13/18	40.00
	MAZOTTI CAMERON	00035	940905	322830	11/13/18	80.00
					Account Total	300.00
				De	epartment Total	300.00

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County of Adams

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Grand Total <u>5,104,133.24</u>

MINUTES OF COMMISSIONERS' PROCEEDINGS FOR TUESDAY, NOVEMBER 20, 2018

1. ROLL CALL

Present: Charles "Chaz" Tedesco Steve O'Dorisio Erik Hansen and Mary Hodge

Excused: Eva J. Henry

2. PLEDGE OF ALLEGIANCE (09:25 AM)

3. MOTION TO APPROVE AGENDA (09:26 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA with the continuance of items 7B1 and 7B2 to the next public hearing Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, passed with a roll call vote 3:1.

- 4. AWARDS AND PRESENTATIONS (09:28 AM)
- 5. PUBLIC COMMENT (09:28 AM)

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

- B. Elected Officials' Communication (09:43 AM)
- 6. CONSENT CALENDAR (09:54 AM)
 - A. 18-1015 List of Expenditures Under the Dates of November 5-9, 2018
 - B. 18-1025 Minutes of the Commissioners' Proceedings from November 13, 2018
 - C. 18-1006 Adams County Treasurer's Monthly Summary October 1-31, 2018
 - D. 18-940 Resolution Approving Abstract of Assessment for Tax Year 2018 (File approved by ELT)
 - E. 18-993 Resolution Approving Third Amendment to Lease Agreement between Adams County and Summit Square II LLC and Summit Square III LLC for Motor Vehicle and Election Department Office Space at 8424 Federal Boulevard (File approved by ELT)
 - F. 18-994 Resolution Approving the Substantial Amendment to the Adams County 2018 Annual Action Plan (File approved by ELT)
 - G. 18-998 Resolution Approving Amendment to the Head Start Application for Supplemental Funds Available to Increase Program Hours to Meet the Required 1020 Hours for Full Day Services (File approved by ELT)
 - H. 18-999 Resolution Approving the Intergovernmental Agreement Regarding Sharing of Fiber Conduit and Data Center Space between the City of Commerce City and Adams County (File approved by ELT)
 - I. 18-1008 Resolution Approving Amendment 1 to the Land Lease between Colorado Air and Space Port and Reaction Engines, Inc. (File approved by ELT)
 - J. 18-1013 Resolution Approving Assignment of Lease with School District No. 1 in the City and County of Denver, State of Colorado to Colorado Hangars, LLC (File approved by ELT)
 - K. 18-1014 Resolution Approving Amendment 1 to the Unimproved Land Lease between

Colorado Air and Space Port and T-83 Complex Windchaser Condominium Association, Inc. (File approved by ELT)

Motion to Approve 6. CONSENT CALENDAR Moved by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, unanimously carried.

7. NEW BUSINESS (09:54 AM)

A. COUNTY MANAGER (09:54 AM)

1. 18-1005 Resolution Approving Amendment Four to the Agreement between Adams County and the Open Justice Broker Consortium for Adams County Criminal Justice Coordinating Council (File approved by ELT) (09:54 AM)

Motion to Approve 1. 18-1005 Resolution Approving Amendment Four to the Agreement between Adams County and the Open Justice Broker Consortium for Adams County Criminal Justice Coordinating Council (File approved by ELT) Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.

B. COUNTY ATTORNEY

- 18-973 Second Reading and Adoption of Ordinance 4: An Ordinance Repealing the 2012
 Edition of the International Fire Code and Adopting the 2018 Edition of the International Fire
 Code with Amendments Thereto (File approved by ELT)
- 2. 18-974 Second Reading and Adoption of Ordinance No. 12: An Ordinance Repealing the 2012 Edition of the International Building Codes and Repealing the 2014 Edition of the National Electrical Code and Adopting the 2018 Edition of the International Building Codes and the 2017 Edition of the National Electrical Code with Amendments Thereto (File approved by ELT)

8. ADJOURNMENT (09:57 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 4, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and D & D Investments, LLC, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Brian Staley, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and D & D Investments, LLC, for dedication of road right-of-way for \$830.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution Right-of-way agreement.

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FISCAL IMPACT:					
Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.					
Fund: 13					
Cost Center: 3056					
	Object Account	Subledger	Amount		
Current Budgeted Revenue:	Heedani				
Additional Revenue not included in Current Budget:					
Total Revenues:					
	•	=			
	Object Account	Subledger	Amount		
Current Budgeted Operating Expenditure:					
Add'l Operating Expenditure not included in Current Budget:					
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000		
Add'l Capital Expenditure not included in Current Budget:					
Total Expenditures:			\$1,000,000		
		-			

 \boxtimes NO

⊠ NO

☐ YES

☐ YES

Additional Note:

New FTEs requested:

Future Amendment Needed:

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Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND D & D INVESTMENTS, LLC, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7609 Conifer Road located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by D & D Investments, LLC, ("Parcel 10"); and,

WHEREAS, Adams County requires ownership of Parcel 10 for construction of the street improvements; and,

WHEREAS, D & D Investments, LLC, is willing to sell Parcel 10 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and D & D Investments, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **D&D Investments**, **LLC**, whose address is **3590 Mowry Place**, **Westminster**, **CO 80031-7326** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7609 Conifer Road**, **Denver**, **CO 80221**, hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **EIGHT HUNDRED THIRTY AND NO/100 DOLLARS** (\$830.00), including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$100 for block wall, and \$190 for labor. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of August 17, 2018.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 5. The County will remove approximately 20 lineal feet of red block wall and place the blocks on the subject property. But the County has agreed to reimburse the owner the

- expense of the a portion of the blocks, labor to reset and a fence permit fee and made a part of this Agreement.
- 6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
- 7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- 9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

D & D Investments:		
By: Jaime Diaz		
Print Name: Jaine Diaz	-	
Title: President	_	
Approved:		
BOARD OF COUNTY COMMISSIONERS-COUN	NTY OF ADAMS, STATE OF COLORA	DC
Chair	Date	
Approved as to Form:		
County Attorney		

DEED FROM D AND D INVESTMENTS, LLC. TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 13, Block 8, of the SHERRELWOOD ESTATES FILING NO. 4, a Subdivision recorded on October 19, 1959 in File No. 10 Map 343 Reception No. 594561 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southeasterly Corner of said Lot 13, thence South 89°50'40" West, along the Southerly line of said Lot 13, a distance of 10.00 feet;

Thence leaving said Southerly line, North 45°54'11" East, a distance of 14.16 feet to the Easterly line of said Lot 13;

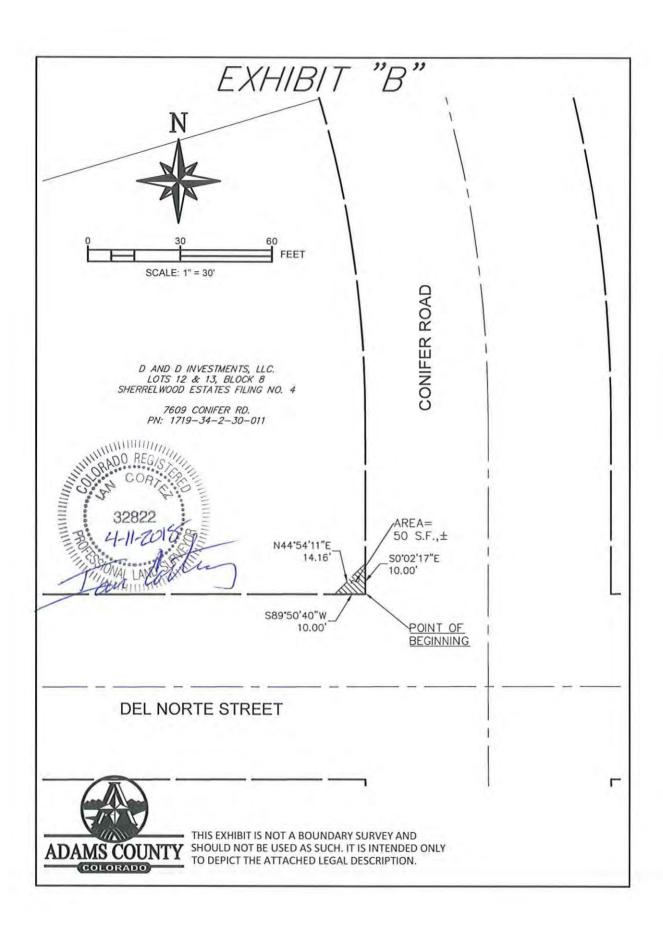
Thence South 0°02'17" East, along the Easterly line of said Lot 13, a distance of 10.00 feet to the <u>Point of Beginning</u>.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS Colorado Professional Land Surveyor No. 32822 For and on behalf of: Adams County, Colorado







PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 4, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Leopoldo Cano Vazquez, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Brian Staley, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Leopoldo Cano Vazquez for dedication of road right-of-way for \$540.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution Right-of-way agreement.

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fisc section below.	cal impact, pl	ease fully comp	plete the
Fund: 13			
Cost Center: 3056			
	Object Account	Subledger	Amount
Current Budgeted Revenue:	Heedani		
Additional Revenue not included in Current Budget:			
Total Revenues:			
	•	=	
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000
		- -	

 \boxtimes NO

⊠ NO

☐ YES

☐ YES

Additional Note:

New FTEs requested:

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND LEOPOLDO CANO VAZQUEZ, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7845 Conifer Road located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Leopoldo Cano Vazquez ("Parcel 16"); and,

WHEREAS, Adams County requires ownership of Parcel 16 for construction of the street improvements; and,

WHEREAS, Leopoldo Cano Vazquez is willing to sell Parcel 16 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Leopoldo Cano Vazquez, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **Leopoldo Cano Vazquez** whose address is **7845 Conifer Road, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7845 Conifer Road, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$540.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

- 6. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 7. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- 8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:		
By: Leopoldo Cano Vazquez		
Date:		
Approved:		
BOARD OF COUNTY COMMISSIONERS-C	OUNTY OF ADAMS, STATE OF O	COLORADO
Chair	Date	
Approved as to Form:		
County Attorney		

DEED FROM JOEL MEIER TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 10, Block 19, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southeasterly Corner of said Lot 10, thence South 63°16'45" West, along the Southerly line of said Lot 10, a distance of 10.00 feet;

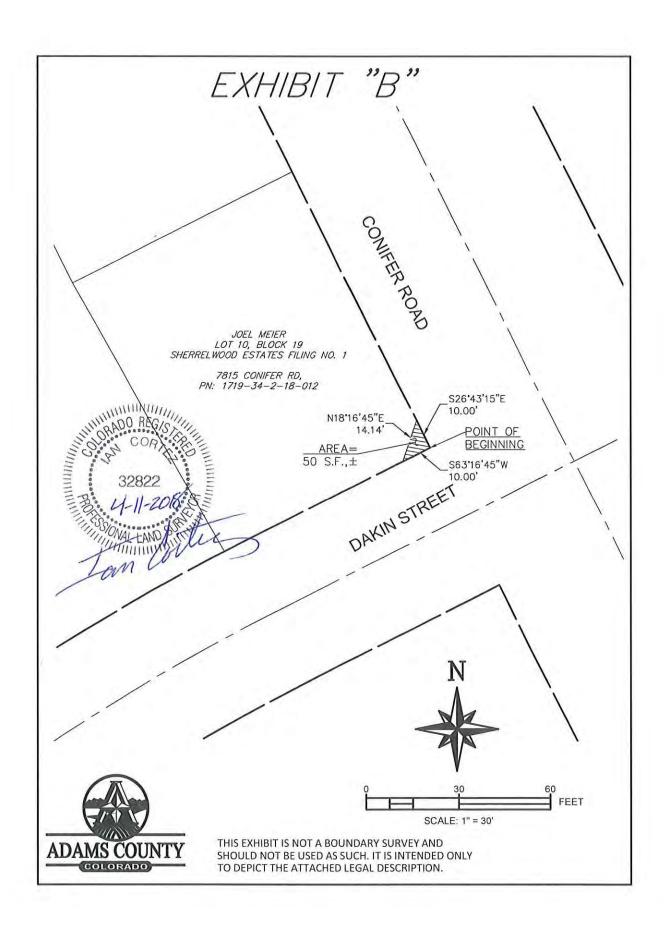
Thence leaving said Southerly line, North 18°16'45" East, a distance of 14.14 feet to a point on the Easterly line of said Lot 10;

Thence South 26°43'15" East, along the Easterly line of said Lot 10, a distance of 10.00 feet to the <u>Point of Beginning</u>.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS Colorado Professional Land Surveyor No. 32822 For and on behalf of: Adams County, Colorado





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 4, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Maria G. Rubalcava, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Brian Staley, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Maria G. Rubalcava for dedication of road right-of-way for \$595.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution Right-of-way agreement.

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fisc section below.	cal impact, pl	ease fully comp	plete the
Fund: 13			
Cost Center: 3056			
	Object Account	Subledger	Amount
Current Budgeted Revenue:	Heedani		
Additional Revenue not included in Current Budget:			
Total Revenues:			
	•	=	
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000
		- -	

 \boxtimes NO

⊠ NO

☐ YES

☐ YES

Additional Note:

New FTEs requested:

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND MARIA G. RUBALCAVA, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7814 Conifer Road located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Maria G. Rubalcava ("Parcel 53"); and,

WHEREAS, Adams County requires ownership of Parcel 53 for construction of the street improvements; and,

WHEREAS, Maria G. Rubalcava is willing to sell Parcel 53 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Maria G. Rubalcava, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between Maria G. Rubalcava whose address is 7814 Conifer Road, Denver, CO 80221 ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at 7814 Conifer Road, Denver, CO 80221 hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FIVE HUNDRED NINETY-FIVE AND NO/100 DOLLARS** (\$595.00), including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, and \$55.00 for sod. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 5. The County will remove approximately 50 square feet of lawn/sod. But the County has agreed to reimburse the owner the expense of the lost lawn/sod and made a part of this Agreement.

- 6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
- 7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- 9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner: By MA	
Maria G. Rubalcava Maria G. Rubalcava	
Date: 15/15/18	
Approved:	
BOARD OF COUNTY COMMISSIONERS-COU	NTY OF ADAMS, STATE OF COLORAI
Chair	Date
Approved as to Form:	

DEED FROM JOEL MEIER TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 10, Block 19, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southeasterly Corner of said Lot 10, thence South 63°16'45" West, along the Southerly line of said Lot 10, a distance of 10.00 feet;

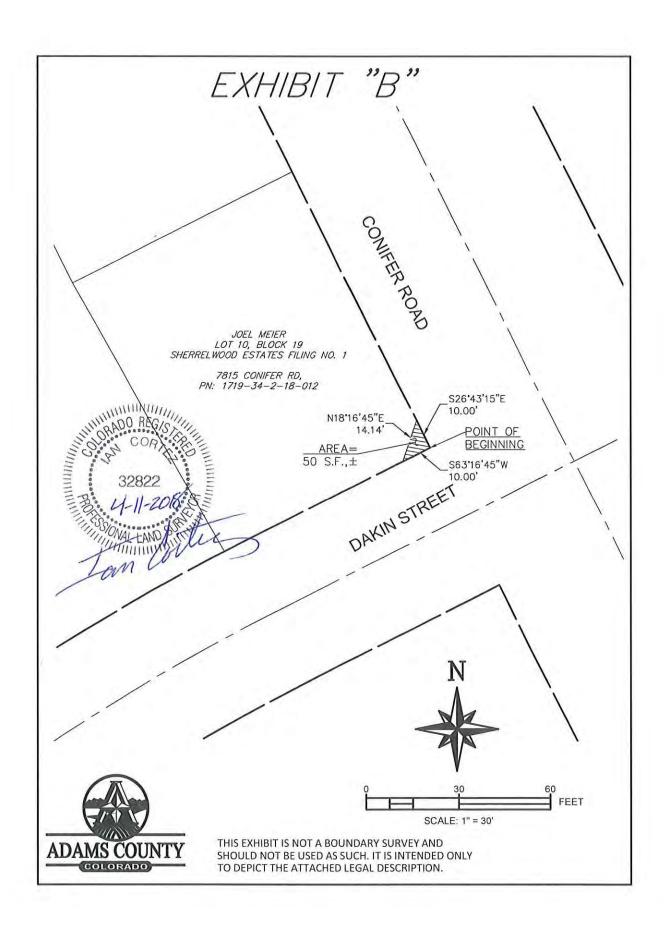
Thence leaving said Southerly line, North 18°16'45" East, a distance of 14.14 feet to a point on the Easterly line of said Lot 10;

Thence South 26°43'15" East, along the Easterly line of said Lot 10, a distance of 10.00 feet to the <u>Point of Beginning</u>.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS Colorado Professional Land Surveyor No. 32822 For and on behalf of: Adams County, Colorado





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 4, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Joel Meier, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Brian Staley, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Joel Meier for dedication of road right-of-way for \$971.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution Right-of-way agreement.

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fiscal section below.	cal impact, pl	ease fully com	plete the
Fund: 13			
Cost Center: 3056			
	Object Account	Subledger	Amount
Current Budgeted Revenue:	120000220		
Additional Revenue not included in Current Budget:			
Total Revenues:			
	'	=	
	Object Account	Subledger	Amoun
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000
		-	

 \boxtimes NO

⊠ NO

YES

☐ YES

Additional Note:

New FTEs requested:

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND JOEL MEIER, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7815 Conifer Road located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Joel Meier ("Parcel 14"); and,

WHEREAS, Adams County requires ownership of Parcel 14 for construction of the street improvements; and,

WHEREAS, Joel Meier is willing to sell Parcel 14 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Joel Meier, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **Joel Meier** whose address is **7815 Conifer Road, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7815 Conifer Road, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **NINE HUNDRED SEVENTY-ONE AND NO/100 DOLLARS** (\$971.00), including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$368.00 for chain link fence, and \$63.00 for rock landscape. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 5. The County will remove approximately 50 square feet of rock mulch and 20 lineal feet of 3-foot high chain link fence. But the County has agreed to reimburse the

- owner the expense of the lost rock mulch and chain link fence and made a part of this Agreement.
- 6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
- 7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:	
By: Joel Meier	
Date: 10 24 7018	
Approved:	
BOARD OF COUNTY COMMISSIONERS-COUNTY	Y OF ADAMS, STATE OF COLORADO
Chain	Doto
Chair	Date
Approved as to Form:	
County Attorney	

DEED FROM JOEL MEIER TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 10, Block 19, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Southeasterly Corner of said Lot 10, thence South 63°16'45" West, along the Southerly line of said Lot 10, a distance of 10.00 feet;

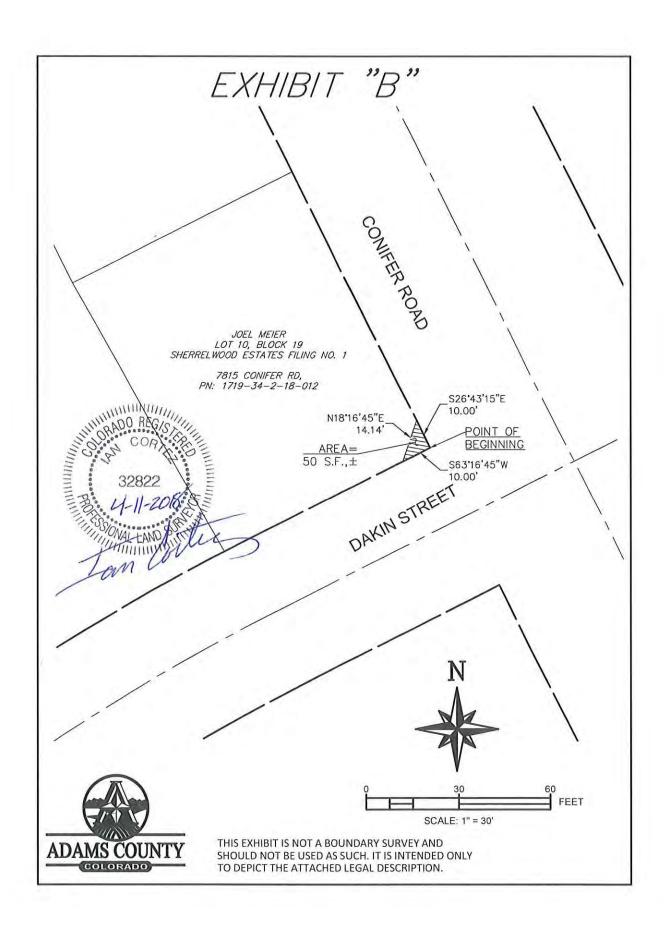
Thence leaving said Southerly line, North 18°16'45" East, a distance of 14.14 feet to a point on the Easterly line of said Lot 10;

Thence South 26°43'15" East, along the Easterly line of said Lot 10, a distance of 10.00 feet to the <u>Point of Beginning</u>.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS Colorado Professional Land Surveyor No. 32822 For and on behalf of: Adams County, Colorado





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 4, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Samuel Cabral, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Brian Staley, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Samuel Cabral for dedication of road right-of-way for \$603.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution Right-of-way agreement.

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fiscal section below.	cal impact, pl	ease fully com	plete the
Fund: 13			
Cost Center: 3056			
	Object Account	Subledger	Amount
Current Budgeted Revenue:	120000220		
Additional Revenue not included in Current Budget:			
Total Revenues:			
	'	=	
	Object Account	Subledger	Amoun
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000
		-	

 \boxtimes NO

⊠ NO

YES

☐ YES

Additional Note:

New FTEs requested:

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND SAMUEL CABRAL, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 329 Douglas Drive located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Samuel Cabral ("Parcel 30"); and,

WHEREAS, Adams County requires ownership of Parcel 30 for construction of the street improvements; and,

WHEREAS, Samuel Cabral is willing to sell Parcel 30 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Samuel Cabral, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **Samuel Cabral** whose address is **329 Douglas Drive, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **329 Douglas Drive, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **SIX HUNDRED THREE AND NO/100 DOLLARS (\$603.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, and \$63.00 for rock landscaping. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 5. The County will remove approximately 50 square feet of rock landscaping. But the County has agreed to reimburse the owner the expense of the lost rock landscaping and made a part of this Agreement.

- 6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
- 7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- 9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner: By: Samuel Cabral	
Date: 10 - 29 - 2018	_
Approved:	
	S-COUNTY OF ADAMS, STATE OF COLORAD
	S-COUNTY OF ADAMS, STATE OF COLORAD
BOARD OF COUNTY COMMISSIONER	

DEED FROM SAMUEL CABRAL TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 24, Block 1, of the SHERRELWOOD ESTATES FILING NO. 8, a Subdivision recorded on November 8, 1962 in File No. 11 Map 11 Reception No. 679075 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

<u>Beginning</u> at the Southeasterly Corner of said Lot 24, thence North 55°24'50" West, along the Southerly line of said Lot 24, a distance of 10.00 feet;

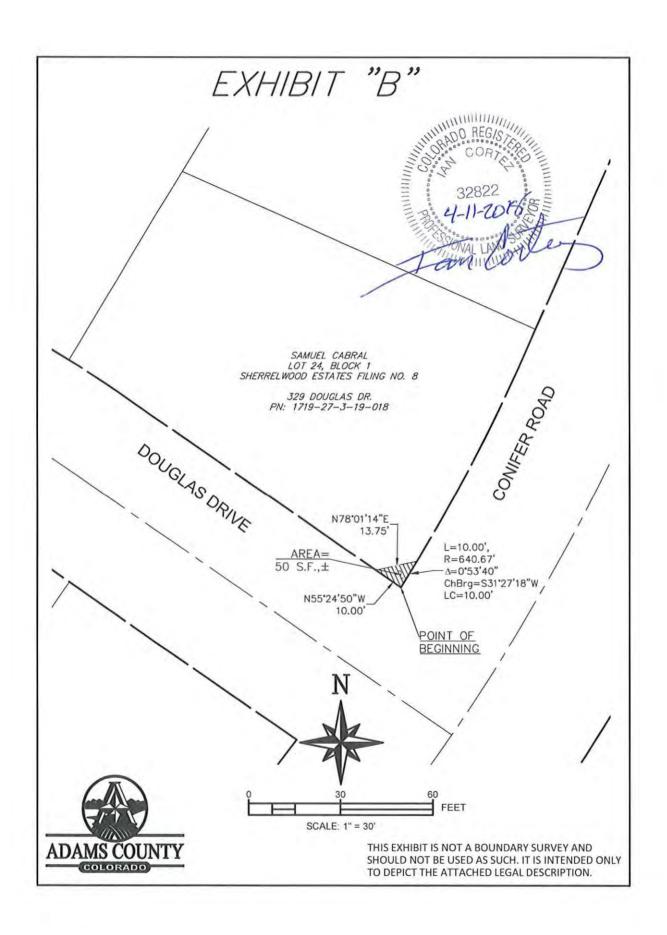
Thence leaving said Southerly line, North 78°01'14" East, a distance of 13.75 feet to the beginning of a nontangent curve concave Northwesterly and having a radius of 640.67 feet, said curve being the Easterly line of said Lot 24;

Thence Southwesterly along said curve to the right, and the Easterly line of said Lot 24, a distance of 10.00 feet through a central angle of 0°53'40", with a chord bearing South 31°27'18" West and a chord distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS Colorado Professional Land Surveyor No. 32822 For and on behalf of: Adams County, Colorado





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 4, 2018
SUBJECT: Resolution approving right-of-way agreement between Adams County and Roberto C. Torres, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project
FROM: Brian Staley, P.E., PTOE, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Roberto C. Torres for dedication of road right-of-way for \$1,175.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution Right-of-way agreement.

Revised 06/2016 Page 1 of 2

FISCAL IMPACT:			
Please check if there is no fiscal impact . If there is fiscal section below.	cal impact, pl	ease fully com	plete the
Fund: 13			
Cost Center: 3056			
	Object Account	Subledger	Amount
Current Budgeted Revenue:	120000120		
Additional Revenue not included in Current Budget:			
Total Revenues:			
	'	=	
	Object Account	Subledger	Amoun
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9010	W30561827	\$1,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$1,000,000
		=	

 \boxtimes NO

⊠ NO

YES

☐ YES

Additional Note:

New FTEs requested:

Future Amendment Needed:

Revised 06/2016 Page 2 of 2

Draft Resolution

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND ROBERTO C. TORRES, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84th Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7590 and 7610 Conifer Road located in the Northeast Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Roberto C. Torres ("Parcels 65 and 66"); and,

WHEREAS, Adams County requires ownership of Parcels 65 and 66 for construction of the street improvements; and,

WHEREAS, Roberto C. Torres is willing to sell Parcels 65 and 66 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Roberto C. Torres, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **Roberto C. Torres** whose address is **7610 Conifer Road, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-ways on properties located at **7590 and 7610 Conifer Road, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$1,175.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$55.00 for sod, and \$40.00 for sprinkler head and tubing. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

- 5. The County will remove approximately 50 square feet of lawn/sod, and one sprinkler head and tubing. But the County has agreed to reimburse the owner the expense of the lost lawn/sod, and one sprinkler head and tubing and made a part of this Agreement.
- 6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
- 7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- 9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner: By: Roberto C. Torre	Brus s	
Date: 10/18/18		
Approved:		
BOARD OF COUNTY COMM	ISSIONERS-COUNTY OF ADAMS, STAT	TE OF COLORADO
	ISSIONERS-COUNTY OF ADAMS, STAT	TE OF COLORADO
BOARD OF COUNTY COMM Chair Approved as to Form:		TE OF COLORAD

DEED FROM ROBERTO TORRES TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A tract of land being a portion of that parcel described in the Quitclaim Deed recorded on January 25, 2005 at Reception 20050316000272400 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northeast Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 6, Block 5 of the SHERRELWOOD ESTATES FILING NO. 4, a Subdivision recorded on October 19, 1959 in File No. 10 Map 343 Reception No. 594561 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northeast Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian and running thence South 89°50'40" West, a distance of 209.54 feet to the <u>Point of Beginning</u>

Thence North 0°02'17" West along the Westerly line of said parcel, a distance of 10.00 feet;

Thence leaving said Westerly line, South 45°05'49" East, a distance of 14.13 feet to the Southerly line of said parcel.

Thence South 89°50'40" W, along the Southerly line of said parcel a distance of 10.00 feet to the Point of Beginning.

Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS Colorado Professional Land Surveyor No. 32822 For and on behalf of: Adams County, Colorado

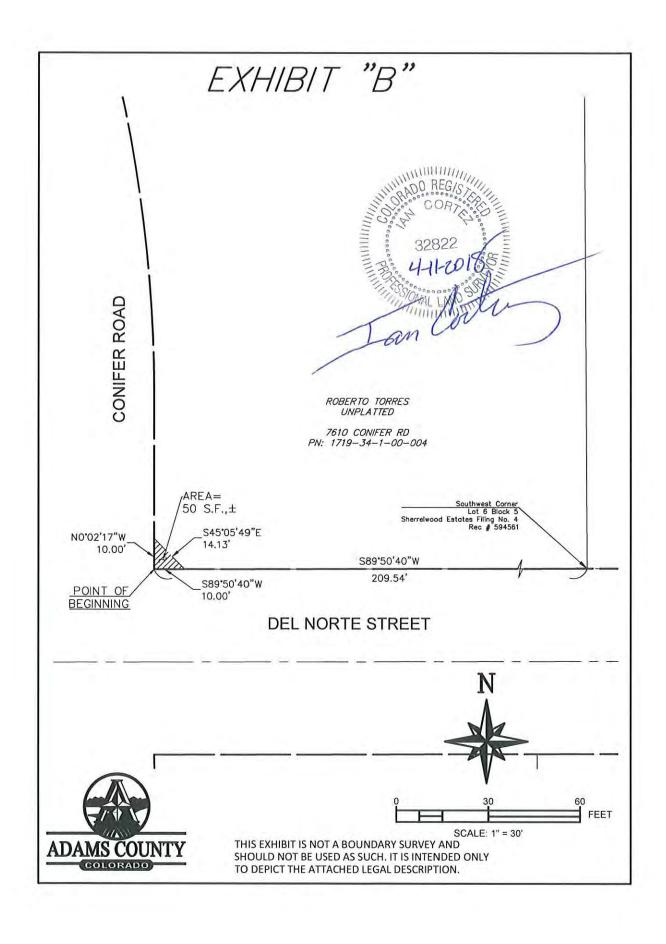


EXHIBIT "A"

DEED FROM ROBERTO TORRES TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Tract A, Block 3, of the SHERRELWOOD ESTATES FILING NO. 6, a Subdivision recorded on February 24, 1960 in File No. 10 Map 351 Reception No. 602721 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southeast Quarter of Section 34, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwesterly Corner of said Tract A, thence North 89°50'40" East, along the Northerly line of said Tract A, a distance of 10.00 feet;

Thence leaving said Northerly line, South 44°17'43" West, a distance of 14.01 feet to the beginning of a nontangent curve concave Easterly and having a radius of 260.00 feet, said curve being the Westerly line of said Tract A;

Thence Northerly along said curve to the right, and the Westerly line of said Tract A, a distance of 10.00 feet through a central angle of 2°12'14", with a chord bearing North 1°15'14" West and a chord distance of 10.00 feet to the <u>Point of Beginning</u>.

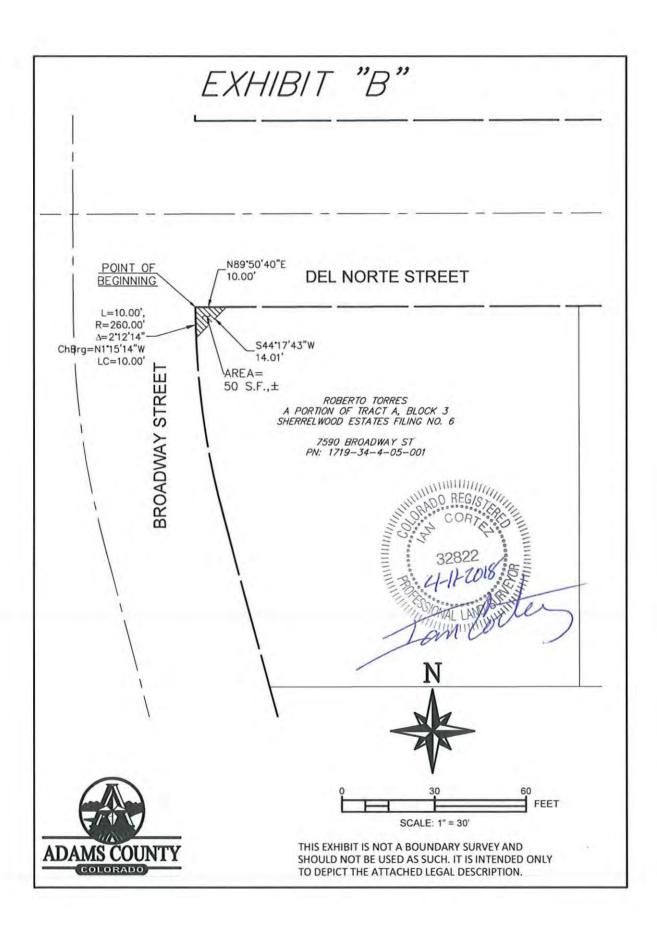
Containing: 50 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS Colorado Professional Land Surveyor No. 32822 For and on behalf of: Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.







PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: December 4, 2018
SUBJECT: PLN2018-00025 Pomponio Terrace Metropolitan District Service Plan Amendment
FROM: Kristin Sullivan, Community and Economic Development Director
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: YES NO
RECOMMENDED ACTION: That the Board of County Commissioners sets a public hearing for December 11, 2018 to consider case PLN2018-00025.

BACKGROUND:

The applicant, on behalf of Pomponio Terrace Holdings, LLC, is requesting an amendment to the approved service plan for the Pomponio Terrace Metropolitan District (District). The purpose of the amendment is to revise the financial plan to provide additional funding for construction and maintenance of public services and facilities in the development service area. Specifically, the proposed amendment to the financial plan is to allow an increase in the maximum debt mill levy and maximum debt limitation for development of the property. According to the applicant, the request for the increase in debt authorization is a result of current and projected development costs and valuation within the District, as well as changes in the estimated costs of public improvements from 2016 to actual construction costs in 2017. The increase in debt authorization is also to account for potential increase in construction costs for the remaining undeveloped portion of the property.

The service plan shows the Metropolitan District will provide financing for construction of required public infrastructure (e.g., streets, sidewalks, alleys, etc.) as well as limited operation and maintenance of park facilities, private alleys, and street lighting within the boundaries of the service plan. The service area includes 248 residential dwellings and 20,000 square feet of existing and proposed commercial space located along Federal Blvd.

Pursuant to Section 10-05-02-03-07 of the County's Development Standards, at the next regular meeting of the Board of County Commissioners (BOCC) after the Planning Commission considers the request, a date shall be set within thirty days of such meeting for a public hearing on the service plan of the proposed Special District. Staff is recommending the BoCC to set December 11, 2018 as the date for the public hearing to consider the request for amending the service plan for the Pomponio Metropolitan District (Case # PLN2018-00025 Pomponio Terrace Metropolitan District Service Plan Amendment).

Revised 06/2016 Page 1 of 3

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development, County Attorney, Finance Department.

ATTACHED DOCUMENTS:

Resolution

Amended Service Plan for Pomponio Terrace Metropolitan District.

Revised 06/2016 Page 2 of 3

FISCAL IMPACT:

Please check if there is no fiscal section below.	impact ⊠. If	there is fisc	al impact, pl	ease fully comp	plete the
Fund:					
Cost Center:					
			Object Account	Subledger	Amount
Current Budgeted Revenue:					
Additional Revenue not included in	Current Budge	t:			
Total Revenues:					
		г			
			Object Account	Subledger	Amount
Current Budgeted Operating Expen					
Add'l Operating Expenditure not in		nt Budget:			
Current Budgeted Capital Expendit					
Add'l Capital Expenditure not inclu	ided in Current l	Budget:			
Total Expenditures:				<u>-</u>	
New FTEs requested:	☐ YES	⊠NO			
Future Amendment Needed:	☐ YES	⊠ NO			
Additional Note:					

Revised 06/2016 Page 3 of 3

RESOLUTION SETTING THE SERVICE PLAN HEARING DATE FOR POMPONIO TERRACE METROPOLITAN DISTRICT SERVICE PLAN AMENDMENT (PLN2018-00025)

WHEREAS, the Adams County Community and Economic Development Department has received an amendment to the approved service plan for the Pomponio Terrace Metropolitan District; and,

WHEREAS, the Planning Commission heard Case # PLN2018-00025 Pomponio Terrace Metropolitan District Service Plan Amendment on November 8, 2018, and recommended approval of the amended service plan with 9 Findings of Fact; and,

WHEREAS, the December 4, 2018, BOCC consent calendar item is intended to officially set the second BOCC hearing date of December 11, 2018, per Title 32, Special Districts, Special District Act of the Colorado Revised Statutes.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the hearing date for the Pomponio Terrace Metropolitan District Service Plan Amendment be hereby set for December 11, 2018, at 9:30 am at the Adams County Government Center Public Hearing Room.

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C, WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS

OF COUNSEL: KRISTEN D. BEAR BLAIR M. DICKHONER



SEAN ALLEN
ZACHARY P, WHITE
CASEY K. LEKAHAL
TRISHA K. HARRIS
HEATHER L. HARTUNG
MEGAN J. MURPHY
EVE M. GRINA
JENNIFER F. KEMP
ALLISON C. FOGG

October 15, 2018

VIA HAND DELIVERY

Emily Collins Adams County, Development 4430 South Adams County Parkway 1st Floor, W2000 Brighton, CO 80601

RE: Proposed First Amendment to Service Plan for Pomponio Terrace

Metropolitan District

Formal Submittal of Service Plan Project Number: PLN2018-00025

Dear Ms. Collins:

Per your instructions, please accept this one hard copy and one electronic copy of the proposed First Amendment to Service Plan (Amendment) as our formal submittal for consideration by the County pursuant to Chapter 10 of the Adams County Development Standards and Regulations. We have also enclosed a letter with responses to each of the comments we received to the proposed Amendment.

Pursuant to applicable statute, upon the filing of this Amendment with the County, copies must also be filed with the Division of Local Government (along with a form DLG-60), the County Clerk and Recorder and the State Auditor's office. Enclosed for your reference is a form DLG-60. Please advise if you would like for us to file the Amendment with the other appropriate governmental entities on the County's behalf.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON

Attorneys at Law

Zachary P. White

Enclosures

OF COOL

STATE OF COLORADO

John W. Hickenlooper, Governor

Department of Local Affairs Reeves Brown, Executive Director

> **Division of Local Government** Chantal Unfug, Director

NOTICE OF FILING OF SPECIAL DISTRICT SERVICE PLAN

Pursuant to CRS 32-1-202(1), the County Clerk and Recorder shall notify the Division of Local Government within five days after the filing of a service plan for the formation of a new special district. Please provide the information indicated and return this form to the Division of Local Government.

Name of Proposed District	Filing Date
Type of District Proposed	Date of Hearing
Time of Hearing	Location of Hearing
Contact Person Filing Service Plan	Phone
County Receiving Service Plan	
Clerk and Recorder	Date

FORM DLG - 60 (Rev. 6/13)

WILLIAM P. ANKELE, JR. JENNIFER GRUBER TANAKA CLINT C. WALDRON KRISTIN BOWERS TOMPKINS ROBERT G. ROGERS

OF COUNSEL: KRISTEN D. BEAR BLAIR M. DICKHONER



SEAN ALLEN ZACHARY P. WHITE CASEY K. LEKAHAL TRISHA K. HARRIS HEATHER L. HARTUNG MEGAN J. MURPHY EVE M. GRINA JENNIFER F. KEMP ALLISON C. FOGG

October 13, 2018

Emily Collins Adams County, Development Services 4430 S. Adams County Parkway 1st Floor, W2000 Brighton, CO 80601

> RE: Pomponio Terrace Metropolitan District; Service Plan Amendment

Dear Ms. Collins:

We have reviewed the comments received from your office to the proposed First Amendment to Service Plan for Pomponio Terrace Metropolitan District. In response to the comments, we have revised the proposed Service Plan Amendment, and addressed each of the comments below. Please accept the enclosed as the final submittal of the Service Plan Amendment.

Planning and Development Services (Emily Collins):

Comment 1: The requested amendment does not provide adequate information as to the need for increased debt limitation and the impact of increasing mill levy on the subject properties within the District's boundaries.

Response 1: The cost estimates attached to the service plan show total estimates costs of public improvements for the District of \$8,600,000, which is an increase from the estimates provided in the original service plan. The increase is due in part to the fact that actual construction has occurred in two of the filings which gives the District a better sense now than when the original service of what the actual construction costs will be. The increase in costs is directly tied to the need to increase the debt limit of the District. The District is not proposing an increase to the mill levy authorized to be imposed on the properties within the District's boundaries.

Comment 2: The plan should include all information from the original service plan and specify the amendments, providing a justification for the changes. If there are specific reasons for the increase in engineering costs since 2016, these need to be clearly stated in the document, as staff may not be supportive of increasing the financial burden on the residents of the district.

Response 2: The proposed amendment is intended to be read in conjunction with the original service plan and, except as provided in the amendment, all information from the original service plan still applies. The amendment includes updated cost estimates which reflect current construction costs based on the development plans that were approved for the project by the county, whereas the original service plan contained cost estimates that were based on estimates for plans that were not final. The proposed amendment also includes an updated financial plan which shows the debt capacity of the District based on current market conditions, home prices, building schedules, and absorption assumptions.

Comment 3: The service needs to include information on the progress of the special district in the implementation of the service plan (i.e. which services are currently provided, what is the status of build-out, include actual engineering costs for Filings 1 and 2 and projected costs for the remainder of the development, etc).

- The majority of the document references improvements that were anticipated for completion in 2016. Please write the document in 2018 current and projected needs, include the improvements competed to date and the actual costs vs. anticipated from 2016 plan approval.
- Filing 3 and 4 improvements may be written as "likely to consist of..." but the construction complete dates need to be updated.

Response 3: The narrative description of the public improvements included in the amendment was left unchanged from the original service plan. We will revise to indicate what improvements have been completed and which remain to be completed.

Comment 4: The mill levy is incorrectly noted on page 5 (stated 50.277)

Response 4: This has been corrected.

Development Services, Engineering (Matt Emmens):

Comment 1: The "Opinion of Probable Cost" document list estimates for "Filing 1, Filing 2...Filing 4" but does not provide detail as to what these expenses are. The Cost estimate should be revised to include more specific information.

Response 1: The updated Exhibit D as described in Section V.C. of the First Amendment to Service Plan includes a narrative description of the improvements necessary for each of the four filings and estimated costs of the Public Improvements necessary to serve the project. The Opinion of Probable Costs includes a "Summary of Costs" which includes lump sum figures for each filing or off-site improvement, and is followed by separate pages which breakout the costs included in each lump sum line item on the Summary of Costs. The costs presented represent the District engineer's current estimate of what the total costs for the Public Improvements will be. Final costs for the improvements that have been constructed are being completed, and are estimated at this point to be very close to the figures provided in the Opinion of Probable Costs.

Comment 2: The applicant should include a site plan (even if it's not included in the Service Plan) to indicate where these improvements are located.

Response 2: A depiction of the location of the Public Improvements is included in the original Service Plan as Exhibit E. This exhibit remains unchanged.

Finance (Ben Dahlman):

Comment 1: Debt Limitation – "Increases necessary to accomplish a refunding, reissuance or restructuring of Debt shall also not count against the Debt Limitation if a present value savings can be shown" – This maybe a risk to the District, if the debt service payments exceed the Maximum Mill Levy at any point in time or if the interest rate on the debt is anything other than fixed. May need to discuss.

Response 1: The quoted language is already part of the existing service plan for the District. No change is requested with respect to this language. However, in response to the comment, the mill levy the District is permitted to impose for payment of debt is limited by the service plan and cannot be exceeded without a service plan amendment approved by the Board of County Commissioners. Any bond transaction will be structured with a pledge of revenue derived from the maximum mill levy permitted in the service plan. The risk of revenue shortfalls is borne by the bond holders.

Comment 2: Financial Plan – Where are the "District Activities" defined? Cant' find the definition.

Response 2: District Activities is defined in the service plan for the District which is intended to be read in conjunction with the proposed amendment. The proposed amendment only serves to modify the specific provision of the original service plan, the rest of the document remains intact. The service plan defines "District Activities" as "any and all function undertaken by the District in accordance with this Service Plan and as permitted under applicable law in order to effectuate the purposes for which the District is organized."

Comment 3: Financial Plan – What happens if the PIF (Public Improvement Fee) goes away for some reason? Business closes?

Response 3: As a source of revenue pledge to the repayment of Bonds, any bond transaction is structured to include estimates of the amount of revenue the PIF will produce over time which can be used to pay the bonds. The bondholders ultimately bear the risk that the revenues estimated in the financial plan will be realized.

Comment 4: Financial Plan – Final Paragraph – wording states "...fifty five and two hundred seventy seven thousandths..." – the amount in the brackets needs to match to 55.277(currently shows 50.277).

Response 4: This has been corrected.

Comment 5: Can they provide their most recent audit financial statements?

Response 5: The District has applied for and received exemptions from audit for all years. Audits are typically only required when debt has been issued and when revenues and expenditure exceed \$750,000. Neither has occurred yet for the District.

Should you have any additional comments, please do not hesitate to contact us.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law

Zachary P. White

FIRST AMENDMENT

TO

SERVICE PLAN

FOR

POMPONIO TERRACE METROPOLITAN DISTRICT

ADAMS COUNTY, COLORADO

Prepared by:
WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

A	2010
Approved:	, 2018

LIST OF UPDATED EXHIBITS

EXHIBIT D Cost Estimates

EXHIBIT F Financial Plan

I. INTRODUCTION

The Service Plan for the Pomponio Terrace Metropolitan District ("**District**") was approved by the Board of County Commissioners of Adams County (the "County") on April 26, 2016 by Resolution 2016-261 (the "**Service Plan**"). After an election, on December 7, 2016, the District Court in and for Adams County, Colorado issued an Order and Decree organizing the District. The District was organized to, inter alia, finance Public Improvements for the benefit of the residents, property owners, and taxpayers of the District. This First Amendment to the Service Plan ("**First Amendment**") is intended to be read in conjunction with the Service Plan. Unless the context indicates, all capitalized terms shall have the meaning as set forth in the Service Plan.

The Board of Directors (the "**Board**") is in the process of preparing to issue Debt in order to finance the cost of a portion of the Public Improvements and has determined it is in the best interest of the residents, property owners, and taxpayers of the District to amend the Service Plan in order clarify certain language, and to increase the District debt authorization based on the current and projected development costs and valuation with in the District in order to finance a portion of the Public Improvement costs associated with such development, and in support therefore, to provide updated Public Improvement cost estimates which are may be financed by the District. Updated Exhibits D and F are attached hereto. The remainder of the original Service Plan is left unchanged.

II. <u>AMENDMENTS</u>

1. The following definitions and/or sections of the Service Plan are hereby amended and restated in their entirety as follows:

II. Maximum Mill Levy

Means the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be determined as follows: the Maximum Mill Levy shall be fifty (50) mills; provided that if, on or after January 1, 2016, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2016, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation. As of the date of approval of this First Amendment, there has been a change in the ratio of actual valuation to assessed valuation for residential property which has increased the Maximum Mill Levy as it applies to residential property to fifty five and two hundred seventy seven thousandths (55.277).

V.B.4. Debt Limitation.

The District's Debt Limitation shall be Ten Million Dollars (\$10,000,000). The obligations of the District in IGAs or contracts concerning the funding of operations of the District's Public

Improvements and services, for which voter approval will be obtained to the extent required by law, will not count against the Debt Limitation. Increases necessary to accomplish a refunding, reissuance or restructuring of Debt shall also not count against the Debt Limitation if a present value savings can be shown.

V.C. Preliminary Engineering Survey/Site Plan.

A preliminary engineering survey depicting the anticipated scope of Public Improvements is attached hereto as **Exhibit E**, and the initial estimated costs of the Public Improvements which may be provided by or through the District is attached hereto as **Exhibit D**. The estimated costs of the Public Improvements total approximately Eight Million Six Hundred Thousand Dollars (\$8,600,000). Actual Public Improvements costs will vary based in part upon the specific requirements and timing related to construction of the Public Improvements. Final planning and design of Public Improvements will depend on the specific matters contained in an Approved Development Plan and therefore the estimates and proposed scope presented herein are conceptual in nature. All facilities will be designed in such a way as to assure that the facility and service standards will be compatible with those of the County and of other municipalities and special districts and any future subdivision improvement agreements, which may be affected thereby.

VI.A. FINANCIAL PLAN – General.

The District shall be authorized to provide for the District Activities from the proceeds of Debt to be issued by the District and from other legally available revenues, including Fees, and revenues derived from the imposition of a public improvement fee (PIF). The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from time to time based upon the generation of the revenue sources depicted in the Financial Plan, attached hereto as Exhibit F. The Financial Plan sets forth projections currently associated with development within the Service Area. Timing associated with issuance of any permitted Debt shall be based upon the pace at which development actually progresses within the Service Area. As a consequence, Debt that the District issues may be issued on a schedule and in such year or years as the District determines shall meet the needs of the District, and may be phased to serve development as it occurs. The Financial Plan provides an illustration of how the Public Improvements and other services of the District may be financed; however, the final terms of Debt financing is likely to be different and shall be determined by the District, subject to the key limiting parameters established within this Service Plan. As further described in the Financial Plan, the District anticipates issuing approximately Seven Million Dollars (\$7,000,000) of Debt. The actual amount of Debt may increase or decrease, dependent upon the timing with respect to actual build-out, actual home prices and, ultimately actual assessed value that is established within the District. Notwithstanding, the District shall not be permitted to issue Debt in excess of the Debt Limitation or that pledges a Maximum Mill Levy to pay the Debt in excess of the Maximum Mill Levy established hereunder.

The PIF will be implemented through a private covenant recorded against the commercial property within the District with the consent of the property owners. Revenue from the PIF represents a discrete portion of the overall Financial Plan for the District. Revenue derived from

the PIF is necessary for financing the construction of regional improvements including the new off-site and onsite water improvements including the 16" water main, and the new sewer improvements that will directly benefit and serve the existing commercial properties and the project as a whole.

The District anticipates that it will be necessary to impose a debt service mill levy of fifty five and two hundred seventy seven thousandths (55.277) mills (subject to further adjustment authorized in Section VI.C.) upon all taxable property within the District, beginning with the year 2018 for collection in 2019. Notwithstanding, mill levies may be certified by the District as necessary to cover debt service requirements in an amount not to exceed the Maximum Mill Levy.

III. <u>EFFECT OF FIRST AMENDMENT; EFFECTIVE DATE</u>

Except as specifically amended as set forth above, all other provisions of the Service
Plan shall remain in full force and effect. To the extent there are any inconsistencies between this
First Amendment and the Service Plan, this First Amendment shall control. The effective date o
this First Amendment shall be , 2018.

EXHIBIT D

(Cost Estimates)

Pursuant to Section 10-05-03-02-05 of the Adams County Special District Guidelines and Regulations, a description and cost estimates for all Public Improvements are attached.

Pomponio Terrace Metropolitan District Description of Facilities and Cost

Offsite Water Improvements

The offsite water improvements consist of water line demolition and new water line construction associated with serving the planned uses in the District. The water line construction begins in the right-of-way along Federal Blvd and includes demolition of existing AC water main, removal/abandonment of an existing 6" fire line, and removal of existing fire hydrants. The new water line is installed in approximately the same location as the demolished line along the Federal Blvd. right of way. The new line along Federal consists primarily a 16" PVC water line with associated valves, bends, couplers, valves, check valves, plugs and connections to existing lines. Additionally, the water line extension along Federal includes installation of new fire hydrants in various locations along the route.

At the intersection of Federal Blvd. and W. 70th Ave the 16" water line turns towards the east and follows the alignment of W. 70th Ave. The construction of this 16" water line required demolition and reconstruction of the center lane of W. 70th Ave. for approximately 3,400 LF and connects to an existing 20" water line located at the intersection of W. 68th Ave and W. 70th Ave. Extensive traffic control was required for the installation and reconstruction along W. 70th Ave. Additionally, the District work will include erosion control measures including, concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor to meet the storm water protection requirements of Adams County.

Construction of the offsite water improvements is completed. Below is a summary of the work included in the offsite water improvements, and the costs are described in the Opinion of Probable Costs section in this Exhibit.

Offsite Water Improvements

The following are included in the District facilities.

Demolition:

The demolition scope for the offsite water improvements include removal of AC (asbestos containing) pipe, removal of non-AC pipe, removal of existing fire hydrant and associated items, and removal of existing water meter pits and partial service line.

Erosion Control:

The erosion control scope for the offsite water improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control

Utility Installation:

The erosion control scope for the offsite water improvements include installation of the proposed water line extension, all required asphalt removal and repairs, sanitary sewer line installation to properties within the metropolitan district, required surveying, installation of fire hydrants and domestic water lines to facilities within the district.

Off Site Sanitary Sewer Improvements

The Off Site Sanitary improvements include erosion control associated with the improvements as well improvements to the outflow sanitary sewer line from the existing Metro District outfall to a connection point at 64th Ave, as directed by the Crestview Water and Sanitation District.

It is currently anticipated that construction of the Off Site Sanitary Improvements will begin in 2019 and will be completed in 2019. Below is a summary of the work included in the offsite water improvements, and the costs are described in the Opinion of Probable Costs section in this Exhibit.

Off Site Sanitary Sewer Improvements

The following are included in the Metropolitan District facilities.

Off Site Sewer Through Martin Marietta

This estimated scope include water line installation from the existing regional trail facility, through the Martin Marietta property, through the roadway and right of way at W. 64th Lane. The scope includes estimated cost for the added sanitary line, cost to obtain easement from property owners, mill and overlay of the roadway after installation, and full depth patch at the line location.

Sanitary Sewer North of the Trail:

The scope for the sanitary sewer line north of the trail improvements include installation additional sanitary sewer line (approx. 4,035 LF) of 12" pipe from the current metro district connection to the Crestview System to a new connection point as required by Crestview Water and Sanitation District. The cost also include a dewatering allowance, siltation control, permit costs, regional trail demolition and replacement, manholes, surveying, contingency, engineering, geotechnical engineering and testing, and landscaping repair.

Overall Site Erosion Control

The overall site erosion control work associated with the District includes erosion control items that are required to complete the additional work required within the District. These items are required to comply with the site specific Storm Water Pollution Prevention Plan and to comply with the erosion control required of Adams County.

The overall site erosion control work includes concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

It is currently anticipated that construction of the overall site erosion control will begin in the summer of 2016 and will be completed at the completion of the remaining metropolitan district work, anticipated in 2019. Below is a summary of the work included in the offsite water improvements, and the costs are described in the Opinion of Probable Costs section in this Exhibit.

Overall Site Erosion Control Improvements

The following are included in the District facilities.

Erosion Control:

The erosion control scope for the overall site erosion control improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

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Filing 1 Improvements

Filing 1 consists of approximately 8.7 acres and consist of single-family residential units. The Filing 1 District improvements consist of erosion control, grading at roadway and utility locations, improvements at W. 70th Ave., site roadway improvements, and utility installation within the filing. The filing includes roadway construction starting with an entrance from the south side of W. 70th Ave onto the filing. This roadway then provides circulation through the filing and consists of 6.5" asphalt paving, curb and gutter, 5' wide sidewalk installation, and site lighting. Additionally, 5" thick concrete alleys located between the single family home lots have been constructed. The roadway work includes 5' depth over- excavation and compaction of subgrade material as well as rough and fine grading, surveying, and landscaping at the metropolitan district facilities. Additional provisions have been included for erosion control requirements within the filing.

In addition to the roadways within Filing 1 improvements to the existing W. 70th Ave. roadway were constructed. This construction included curb and gutter, a 5' wide sidewalk, 8" thick cross pan at the entrance to the filing, and asphalt patching required to match grades with W. 70th Ave. and the new curb and gutter installation.

A new water, sanitary sewer, and storm sewer lines were also be constructed within the metropolitan district. An 8" water line loop was installed throughout the roadways as well as domestic water line stubs with meter pits into each single family home lot. The sanitary sewer line was installed beneath the alleys with connection to an existing sanitary line located on the south east portion of the filing. Sanitary sewer stubs were also installed to each single family lot. The storm sewer construction is anticipated to include storm pipe servicing Filing 1 in various sizes, curb inlets to convey water to an on-site detention pond, as well as installation of a detention pond with trickle channel and outlet structure.

Construction of the Filing 1 improvements began in the summer of 2016 and was completed in 2018. Below is a summary of the work included in the offsite water improvements, and the costs are described in the Opinion of Probable Costs section in this Exhibit.

Filing 1 Improvements

The following are included in the District facilities.

Erosion Control:

The erosion control scope for the Filing 1 improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

Grading:

The grading scope for the Filing 1 improvements includes the following only at site roadway locations: over-excavation to 5' depth, cut to fills, clear and grubbing, rough grading, fine grading, backfill at curbs, surveying, and landscape allowance.

W. 70th Ave. Improvements:

The W. 70th Ave. scope for the Filing 1 improvements includes curb and gutter, 5' wide sidewalk, 8" thick concrete cross pan, and patching asphalt at new integration to curb.

Interior Roadway Improvements:

The interior roadway scope for the Filing 1 improvements include the following: curb and gutter, 5' wide sidewalks, 6.5" thick full depth asphalt paving, 5" thick concrete paving at alleys, sidewalk at the Dry Creek Trail connection, and street light installation.

Utility Installation:

The utility scope for the Filing 1 improvements include installation of site water line loop, service lines to each proposed lot, fire hydrants, sanitary sewer mains, sanitary sewer service lines to each proposed lot, storm sewer line installation in various sizes, inlets, manholes, and detention pond construction.

[Remainder of Page Intentionally Left Blank]

Filing 2 Improvements

Filing 2 consists of approximately 8.7 acres and consist of single-family residential units. The Filing 2 District improvements consist of erosion control, grading at roadway and utility locations, improvements at W. 70th Ave., site roadway improvements, and utility installation within the filing. The filing includes roadway construction starting with an entrance from the south side of W. 70th Ave onto the filing. This roadway provides circulation through the filing and consist of 6.5" asphalt paving, curb and gutter, 5' wide sidewalk installation, and site lighting. Additionally, 5" concrete alleys located between the single family home lots were constructed. The roadway work includes 5' depth over- excavation and compaction of subgrade material as well as rough and fine grading, surveying, and landscaping at the metropolitan district facilities. Additional provisions were included for erosion control requirements within the filing.

In addition to the roadways within Filing 2 the improvements to the existing W. 70th Ave. roadway were constructed. This construction included curb and gutter, a 5' wide sidewalk, 8'' thick cross pan at the entrance to the filing, and asphalt patching required to match grades with W. 70th Ave. and the new curb and gutter installation.

A new water, sanitary sewer, and storm sewer lines were also constructed within the District. An 8" water line loop was installed throughout the roadways as well as domestic water line stubs with meter pits into each single family home lot. The sanitary sewer line was installed beneath the alleys with connection to an existing sanitary line and main installed as part of Filing 1. Sanitary sewer stubs were installed to each single family lot. The storm sewer construction is anticipated to include storm pipe servicing Filing 2 in various sizes, curb inlets to convey water to an on-site detention pond, as well as connection to the storm system installed in Filing 1 with eventual connection to the on-site detention pond as part of Filing 1.

Construction of the Filing 2 improvements began in the summer of 2016 and was completed in 2018. Below is a summary of the work included in the offsite water improvements, and the costs are described in the Opinion of Probable Costs section in this Exhibit.

Filing 2 Improvements

The following are included in the District facilities.

Erosion Control:

The erosion control scope for the Filing 2 improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor. *Cost*

Grading:

The grading scope for the Filing 2 improvements includes the following only at site roadway locations: over-excavation to 5' depth, cut to fills, clear and grubbing, rough grading, fine grading, backfill at curbs, surveying, and landscape allowance.

W. 70th Ave. Improvements:

The W. 70th Ave. scope for the Filing 2 improvements includes curb and gutter, 5' wide sidewalk, 8" thick concrete cross pan, and patching asphalt at new integration to curb.

Interior Roadway Improvements:

The interior roadway scope for the Filing 2 improvements include the following: curb and gutter, 5' wide sidewalks, 6.5" thick full depth asphalt paving, 5" thick concrete paving at alleys, sidewalk at the Dry Creek Trail connection, and street light installation.

Utility Installation:

The utility scope for the Filing 2 improvements include installation of site water line loop, service lines to each proposed lot, fire hydrants, sanitary sewer mains, sanitary sewer service lines to each proposed lot, storm sewer line installation in various sizes, inlets, manholes, and detention pond construction.

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Filing 3 Improvements

Filing 3 consists of approximately 2.5 acres and will likely consist of single-family attached units. The Filing 3 District improvements consist of erosion control, W 70th Ave. improvements, and utility stubs into the filing lot. The other work associated with these lots are currently planned to be completed at a later date and are not anticipated to be part of the current District.

It is currently anticipated that construction of the Filing 3 improvements will begin in 2019 and will be completed in 2020. It is currently anticipated that c

Filing 3 Improvements

The following are included in the Metropolitan District facilities.

Erosion Control:

The erosion control scope for the Filing 3 improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

W. 70th Ave. Improvements:

The W. 70th Ave. scope for the Filing 3 improvements includes curb and gutter, 5' wide sidewalk, 8" thick concrete cross pan, and patching asphalt at new integration to curb.

Utility Installation:

The utility scope for the Filing 3 improvements include installation of site water line loop, service lines to each proposed lot, fire hydrants, sanitary sewer mains, sanitary sewer service lines to each proposed lot, storm sewer line installation in various sizes, inlets, manholes, and detention pond construction.

[Remainder of Page Intentionally Left Blank]

Filing 4 Improvements

Filing 4 consists of approximately 5.3 acres and will likely consist of single-family attached units. The Filing 4 District improvements consist of erosion control and utility stubs into the filing lot. The other work associated with these lots are currently planned to be completed at a later date and are not anticipated to be part of the current District.

It is currently anticipated that construction of the Filing 4 improvements will begin in 2019 and will be completed in 2020. It is currently anticipated that c

Filing 4 Improvements

The following are included in the District facilities.

Erosion Control:

The erosion control scope for the Filing 4 improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

Utility Installation:

The utility scope for the Filing 4 improvements include installation of site water line loop, service lines to each proposed lot, fire hydrants, sanitary sewer mains, sanitary sewer service lines to each proposed lot, storm sewer line installation in various sizes, inlets, manholes, and detention pond construction.

Federal Blvd. Improvements

The Federal Blvd. improvements include erosion control associated with the improvements as well improvements at the intersection of Federal Blvd. and the District boundaries.

Construction of the Federal Blvd. Improvements is complete. It is currently anticipated that c

Federal Blvd. Improvements

The following are included in the District facilities.

Erosion Control:

The erosion control scope for the Federal Blvd. improvements include concrete washouts, construction fencing, inlet protection, portable toilet protection, silt fence, erosion control maintenance, street sweeping, temporary seeding, stabilized construction entrance, and an erosion control supervisor.

Federal Roadway Improvements:

The scope for the Federal Roadway improvements include installation of curb and gutter, 5' wide sidewalk along Federal Blvd., construction of concrete cross pan at commercial sites, demolition along the Federal Blvd. right of way, and repair of landscaping at the Federal Blvd. right of way.

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Pomponio Terrace- Summary Of Costs

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate. Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors 4500 Cherry Creek Drive South, #1060

Denver, CO 80246

Contact: Kurt Haslag

Ph. 720-253-0090

Original Preparation: 7/9/2018

Project: Pomponio Terrace Summary **Project Location:** W. 70th Ave. and Federal Blvd.

Adams County, Colorado

Premier Project #: 100

	Project Grand Total	\$	8,473,480
Sub Total Soft Costs		\$	954,036
District Formation Fees	TBD		
County/Crestview/Other Surety Bonds (2%)	\$127,250		
Materials Testing (2%)	\$217,418		7
Construction Management (5%)	\$156,417		
Engineering (2.5%)	\$187,986		
Permitting/Land Dedication Fees	\$264,965		
Soft Costs			
Sub Total			\$7,519,444
Off Site Sewer Improvements	\$1,429,192	Estimated	4-16-7
Filing 4	\$40,437		
Filing 3		Estimated	
Filing 2	\$1,824,480		
Filing 1	\$2,207,346		
Overall Site Erosion Control for Utility Installation	\$69,996		
Off Site Water	\$1,876,731		
Summary Of Estimates:			- 1

Project Notes/Assumptions:

Please see detailed sheets for additional information included in this summary.

Pomponio Terrace- Offsite Water Improvements

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to salety our understanding of the purpose of this estimate.

Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors 4500 Cherry Creek Drive South, #1060

Denver, CO 80246 Contact: Kurt Haslag Ph. 720-253-0090 Original Preparation: 7/9/2018

Project: Pomponio Terrace Offsite Water Project Location: W. 70th Ave. and Federal Blvd.

Adams County, Colorado

Premier Project #: P-110

DEMOLITION	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Removal of Asphalt Paving	3,200	\$3,91	SY	\$12,512.00		
Removal of Concrete Ramp	1	\$408.89	EA	\$408.89		
Removal of Curb and Gutter	115	\$7.11	LF	\$817.65		
Removal/Abandon CI Pipe	455	\$19.86	LF	\$9,036.30		
Removal/Abandon non AC pipe	2,978	\$16.57	LF	\$49,345.46		
Remove DIP Line to Fire Hydrant	164	\$7.74	LF	\$1,269.36		
Remove Exiting Meter, Pit, Service Line	1	\$635.08	EA	\$635.08		
Remove Fire Hydrant	3	\$423,37	EA	\$1,270.11		

SUBTOTAL \$75,294.85

UTILITY- WATER SERVICE, SANITARY	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Domestic Water Meter, Pit, Curb Stop	2	\$2,773.06	LF	\$5,546.12		
Connection to existing main	4	\$1,153.78	EA	\$4,615.12		
Water Main 6" DIP Pipe	222	\$44.78	LF	\$9,941.16		
Water Main 6" PVC	44	\$33.68	LF	\$1,481.92		
Water Main 16" Pipe Under 70th Ave	3,392	\$87.17	LF	\$295,680.64		
Water Main 16" Pipe at Federal Ave	1,447	\$87.17	LF	\$126,134.99		
6" Gate Valve	. 8	\$1,288.17	EA	\$10,305.36		
16" Butterfly Valve	7	\$24,417.73	EA	\$170,924.11		
16" Bends and Fittings	31	\$2,300.65	EA	\$71,320.15		
Fire Hydrants	5	\$6,292,31	EA	\$31,461.55		
CLA-VAL	1	\$77,785.46	EA	\$77,785.46		
6" PRV and 6' vault	1	\$57,806.57	EA	\$57,806.57		
2" AV Assembly	1	\$12,036.17	EA	\$12,036.17		
Existing 12" line to be lined	130	\$258.23	LF	\$33,569.90		
New 8" Sanitary Adjacent to Apartments	215	\$58.64	LF	\$12,607.60		
Sanitary Manhole in 70th	2	\$3,369,56	EA	\$6,739.12		
Traffic Control	1	\$28,500.00	LS	\$28,500.00		
Asphalt Patch at 70th	3,200	541.44	SY	\$132,608.00		
Jet and Clean Sanitary	215	\$1.40	LF	\$301.00		
Repair Asphalt Commercial driveways at water line installation	- 1	\$27,861.00	EA	\$27,861.00		
Jet and Camera Storm	1	\$1,40	LF	\$1.40		
Change to Gate Valves, add 16" Valves	10	\$19,923.90	LF	\$199,239.00		
A Company of the Comp			EA	\$0.00		
New Asphalt At 70th Ave	1	\$84,300.00	LS	\$84,300.00		
Curb, Gutter, Sidewalk at 70th Ave	1	\$81,415.00	LS	\$81,415.00		
Surveying	1	\$42,000.00	EST	\$42,000.00		

SUBTOTAL \$1,524,181.34

Pomponio Terrace- Offsite Water Improvements

Summation Mobilization 3,5%
General Conditions 5%
Surety Bonds 2%
Contingency 12%
Subtotal

\$1,599,476.19 \$13,357.04 10% maximum

\$115,751.00 Typically 5% to 12% \$8,766.00 Typically 1% to 3% \$33,750.00 (Conceptual 15-20%, Planning 10-15%, CDs 5-10%)

\$1,771,100.23

OH&P 6.0% \$105,631.00 Typical 6% to 9%

Project Grand Total \$1,876,731

Project Notes/Assumptions:

This estimate is based upon Premier Facility Constructors review of the preliminary design documents

Costs are based on current estimated prices, with no provisions made for inflation.

Water line unit price costs include complete installation -trenching, backfilling, finish work, etc. included in LF cost.

This estimate does not include the following items:

- a. Does not include any on-site water costs. All work in this spreadsheet is for off-site water work.
- b. Permitting, Development Fees, or tap/water system development fees
- c. Land Costs or Broker Fees

No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate

No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal

Costs assume Filing 1 and Filing 2 being completed concurrently.

Pomponio Terrace- Overall Site Erosion Control for Utility Installation

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to satisfy our understanding of the purpose of this estimate.

Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors 4500 Cherry Creek Drive South, #1060

Denver, CO 80246 Contact: Kurt Haslag Ph. 720-253-0090 Original Preparation: 1/15/2016

Project: Pomponio Terrace Overall Site Grading

Project Location: W. 70th Ave. and Federal Blvd.

Adams County, Colorado

Premier Project #: P-110

EROSION CONTROL	Qua	intity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Concrete Washout	- 1	0	\$900,00	EA	\$0.00		
Construction Fence	5,87	20.00	\$4.00	LF	\$23,280.00		
Inlet Protection	- 1	15	\$45.00	EA	\$675.00		
Portable Toilet Protection		5	\$250,00	EA	\$1,250.00		
Silt Fence	5,8	820	\$2,00	LF	\$11,640.00		
Erosion Control Maintenance		1	\$3,500.00	MO	\$3,500.00		
Street Sweeping (Sediment Removal)	4	40	\$130.00	HR	\$5,200.00		
Stabilized Construction Entrance - VTC	(FEE)	3	\$2,400,00	EA	\$7,200.00		
Erosion Control Supervisor		8	\$145.00	DY	\$1,160.00		1/4 of Const. Work Days.
	SUBTOTAL					\$53,905.0	0

omponio Terrace- Overall Site Erosion Control for Utility Installation Summation		\$53,905.00
Mobilization 3.5	596	\$1,886.68 10% maximum
General Conditions 59	36	\$2,695.25 Typically 5% to 12%
Surety Bonds 29	%	\$1,078.10 Typically 1% to 3%
Contingency 12	%	\$6,468.60 (Conceptual 15-20%, Planning 10-15%, CDs 5-10%)
Subtotal		\$66,033.63
OH&P 6.0	9%	\$3,962.02 Typical 6% to 9%
Project Grand Total		\$69,996

Project Notes/Assumptions:

This estimate is based upon Premier Facility Constructors review of the preliminary design documents

Costs are based on current estimated prices, with no provisions made for inflation.

This estimate does not include the following items:

a. Permitting and Development Fees

b. Land Costs or Broker Fees

No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate

No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal

Costs assume Filing 1 and Filing 2 being completed concurrently.

Pomponio Terrace- Filing 1

The common a present is a gash and is subject to possible sharps. If his terror prepared to a stondard of accuracy had, to the tirst of sub-traceledge and sub-growns, its sub-traceledge and sub-growns in subject to prepare of the sub-traceledge and sub-traceledge are sub-traceledge and sub-traceledge are sub-traceledge and sub-traceledge are sub-tracele



Premier Facility Constructors 4500 Cherry Creek Drive South, #1060

Denver, CO 80246 Contact: Kurt Haslag Ph. 720-253-0090

Original Preparation: 1/15/2016

Project: Pomponio Terrace Filing 1
Project Location: W. 70th Ave. and Federal Blvd.

Adams County, Colorado

Premier Project #: P-110

EROSION CONTROL	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Concrete Washout	25	5900.00	EA	\$22,500,00		
Inlet Protection	6	\$45.00	EA	\$270.00		
Portable Toilet Protection	5	5250,00	EA	\$2,250,00		
Silt Fense	3,752	\$2.00	LF	57,504.00		
Erosion Control Maintenance	4	53,500.00	MO	\$14,000,00		
Street Sweeping (Sediment Removal)	80	\$130.00	HR	\$10,400.00		
Temporary Seeding at completion of work	378,099.20	50,10	SF	\$37,809,92		landing any, resump irregular or warming
Stabilized Construction Entrance - VTC	2	\$2,400.00	EA	\$4,800.00		
Erosion Control Supervisor	20	\$145.00	DY	\$2,900,00		L/Acel Cornst Work Toryn

SUBTOTAL 5101,433.92

Grading	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Over-Excavation at Roadways- 5'	17,071	\$3.00	EA	\$51,211.67		
lite cut and fills-assume 2' at roadway and walks	6,828	\$3.00	CY	520,484.67		
Clear and Gurb at roads and walks	92,181	\$0.05	SF	\$4,609.05		
Rough Grade at roads and walks	92,181	\$0.10	SF	\$9,218.10		
Time grade at roads and walks	92,181	\$0.10	SF	\$9,218.10		
Backfill at curb area	1.73	525.00	LF	\$4,332.41		
andscaping Allowance	1	550,000.00	EST	\$50,000.00		
Surveying	1	\$35,000.00	EST.	\$35,000 00		

5184,073.99

70th Ave. Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Curb and Gutter at 70th Ave	473	\$12.00	LF	\$5,676.00		
S' Wide Sidewalk	2,365	\$3.75	SF	58,868.75		
8" concreté cross pan at entrance	995	\$7.50	SF	57,462.50		
Patch at integration at new curb and gutter	473	520.00	LF	59,460.00		

\$31,467.25 SUBTOTAL

Interior Roadway Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Curb and gutter at Interior roadways	4,206	\$12.00	LF	\$50,472.00		
Sidewalk at interior roadways- 5' wide	21,030	\$3.75	SF	\$78,862.50		
On Site Roadway- Assume residential designation, 6.5" thick full depth asphalt	7,795	526,00	5Y	\$202,672.89		
Concrete alley between homes- 5"	18,220	\$5.25	SF	\$95,655.00		Promos incurroroid concrety
Sidewalk at Dry Creek Trail Connection	2,080	\$4.00	SF	\$8,320,00		
Street Lights	10	55,675.00	LF	558.750.00		

5494,732.39 SUBTOTAL

Utilities	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Fire Hydrant	6	\$4,850.00	LF	\$29,100,00		
B" Water Line	2,647	538.40	LF	\$101,644.80		
3/4" Copper Service Line to pad lots	2,111	533.60	UF	570,929.60		
8" Water line bends and fittings	10	\$600.00	EA	\$6,000.00		
5" DIP Line to Fire Hydrants	140	\$46.80	LF	\$6,552.00		
Water Meter Pits at each oad	68	\$1,449.60	EA	\$98,572.80		
Water Line Connection to Existing	1	\$1,500.00	EA	\$1,500.00		
"Water line valve	15	\$1,800.00	EA	527,000.00		
8" Sanitary Sewer Line	1,393	\$45.60	LF	\$63,520.80		
"Senitary Sewer Stub to each pad	503	534.80	LF	\$17,504.40		
anitary Sewer tap to existing line at east side	20	\$1,080.00	EA	\$21,500.00		
anitary Sewer Manholes	6	\$2,160.00	EA	\$12,960.00		
anitary Taps to Each Lot	-89	\$240.00	EA	\$16,320.00		
anilary Line to service Goodwill	1,030	\$42.00	LF	\$43,260.00		
anitary Manhole at service to Goodwill	5	\$2,160.00	EA	\$10,800,00		
onnect to existing sanitary sewer main	1	51,500.00	EA	51,500.00		
8" RCP Storm Pipe	356	562.40	LF	\$22,214.40		
4" RCP Storm Pipe	448	569.60	LF	531,180.80		
6" RCP Storm Pipe	365	\$114.00	LF	\$41,510,00		
12" RCP Storm Pipe	354	\$174.00	LF	\$61,596.00		
H" RCP Storm Pige	64	\$204.00	LF	\$13,056.00		
S' Type R Curb Inlet	8	\$4,320.00	EA	\$34,560.00		
.0' Type R Curb Inlet	1	\$5,880.00	EA	\$5,880.00		
torm Manhole	6	\$3,120.00	EA	518,720.00		
Concrete Trickle Channel at Pond	191	564.80	LF	\$12,376.80		
Concrete Outlet Structure at Detention Pond	1	\$24,000.00	EA	\$24,000.00		
86° Outfall pipe from pond	94	\$114.00	LF	\$10,716.00		
Rip Rap overflow at detention good	9,945	\$8.40	SF	\$83,538.00		

\$888,212.40 SUBTOTAL

3.5% eral Conditions Surety Bonds Contingency

\$1,699,919.95.
\$55,497.20 (178 www.nem.)
\$84,996.00 (spcinley to 167.2%
\$33,998.40 Typicinly 16 to 2%
\$202,999.39 (Conceptual 15-30%, Pharmeng 10-15%, CO., 1630N)
\$1,082,401.34

OH&P 5.0% \$124,944,12 Typical 67- to 9%

Project Grand Total	52 202 346

Project Notes/Assumptions:
This estimate is based upon Premier Facility Constructors enview of the preliminary design documents
Costs are based on current estimated prices, with no provisions made for inflation.
This estimate does not include the following frem:
a. Permitting and Development Fees
b. Land Costs of Bruker Fees
No geotechnical, stoffic or environmental studies have been reviewed for the completion of this estimate.
No environmental militigation requirements are included. We have not included any costs for dewatering or excess water removal.
Costs assume Filing 1 and Filing 2 being completed consurrently.

Pomponio Terrace- Filing 2

This intimate is precored as a golds and is subject to possible stranges. It has been presented to a trimbined of accuracy that, for the best of our break-legisland judgment, is unificant to a process of a proposed or impaint, as to the accuracy of this estimated.



Premier Facility Constructors 4500 Cherry Creek Drive South, #1060

Denver, CO 80246 Contact: Kurt Haslag Ph. 720-253-0090

Original Preparation: 1/15/2016

Project: Pomponio Terrace Filing 2 Project Location: W. 70th Ave. and Federal Blvd. Adams County, Colorado

Premier Project #: P-110

EROSION CONTROL	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Concrete Washout	25	\$900.00	EA	\$22,500.00		
Inlet Protection	0	525.00	EA	50.00		
Portable Tollet Protection	5	\$250.00	EA	\$1,250,00		
Silt Fence	3,969	\$2.00	LF	\$7,938.00		
Erosian Control Maintenance	4	\$3,500.00	MO	\$14,000.00		
Street Sweeping (Sediment Removal)	60	\$130.00	HA	510,400,00		
Temporary Seeding at completion of work	379,084.00	\$0.10	SF	\$37,908.40		Sursing only, on temp ir spation or wavering
Stabilized Construction Entrance - VTC	2	\$2,400.00	EA	\$4,800.00		
Erosian Control Supervisor	20	\$145.00	DV	\$2,900.00		1/4 of Comf. Work Burn

\$101,696.40 SUBTOTAL

Grading	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Over-Excavation at Roadways- S ¹	17,508	\$3.00	EA	552,522.78		
Site cut and fills-assume 2' at roadway and walks	7,003	53.00	CY	521,009,11		
Clear and Gurb at roads and walks	94,541	\$0.05	SF	\$4,727.05		
Rough Grade at roads and walks	94,541	50.10	SF	\$9,454.10		
Fine grade at roads and walks	94,541	\$0.10	SF	\$9,454.10		
Backfill at curb area	176	\$25.00	LF	\$4,411.11		
tandscaping Allowance at common areas	-1	\$50,000.00	EST	\$50,000.00		
Surveying	1	\$35,000.00	EST	\$35,000.00		
			LF	50.00		

\$186,578.25 SUBTOTAL

70th Ave. Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Curb and Gutter at 70th Ave	153	\$12.00	SF	\$1,836.00		
5' Wide Sidewalk	765	\$3.75	SF	\$2,868.75		
8" concrete cross pan at entrance	924	\$7.50	SF	\$6,930,00		
Patch at integration at new curb and gutter	153	\$20.00	LF	\$3,060.00		

\$14,694.75 SUBTOTAL

Interior Roadway Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Curb and gutter at interior roadways	4,611	512.00	SF	\$55,332.00		
Sidewalk at Interior roadways- 5' wide	23,055	53.75	SF .	\$86,456.25		
On Site Roadway- Assume residential designation: 6,5" thick full depth asphalt	8,005	\$26.00	SY	\$208,121.33		
Concrete alley between homes- 5"	12,593	\$5.25	SF	566,113.25		
Street Lights	9	\$5,875.00	EA	\$52,875.00		

SUBTOTAL

Utilities	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Fire Hydrant	5	515,000,00	LF	\$75,000,00		
8" Water Line	1,862	\$38.40	LF	\$71,500.80		
3/4" Copper Service Line to pad lots	2,561	\$35.00	LF	\$89,635.00		
E" Water line bends and fittings	13	\$600.00	EA	\$7,800.00		
6" DIP Line to Fire Hydrants	68	\$38.40	LF	\$2,611.20		
Water Meter Fits at each pad	37	51,449.60	EA	\$53,635.20		
Vault for Water Meters at central section (15 meters)	1	\$20,000.00	EA	520,000,00		
Water Line Connection to Existing	1	\$1,500.00	EA	\$1,500.00		
8" Water line valve	7	\$1,800.00	EA	\$12,600.00		
8" Sanitary Sewer Line	2,452	\$45.60	LF	\$111,811.20		
4" Sanitary Sewer Stub to each pad	626	\$34.80	LF	521.784.80		
Sanitary Sewer Manholes	15	\$2,160.00	EA	532,400.00		
Sanitary Taps to Each Lot	52	\$240.00	EA	\$12,480,00		
Connect to existing sanitary sewer main		\$1,500.00	EA	\$1,500.00		
18" RCP Storm Pipe	965	\$62.40	LF	\$60.216.00		
2A" RCP Storm Pipe	361	569.60	LF	\$25,125,60		
5' Type R Curb Inlet	2	\$4,320.00	EA	\$8,640.00		
Storm Manhole	8	\$3,120.00	EA	\$24,960.00		

5633,199.80 SUBTOTAL

Pomponio Terrace- Filing 2 Summation Mobilization **General Conditions** 5% Surety Bonds Contingency 2% 12%

\$1,405,067.03 \$49,177.35 to/a-maxim 570,255.35 Transman 570,255.45 Transman 570,255.35 Transman 550,000,000 Transman 570,000,000 Transman 570,000 Trans

\$1,824,480

\$103,272.43 Typical Eth to 9% DH&P

Project Grand Total

Project Notes/Assumptions:
This estimate is based upon Premier Facility Constructors review of the preliminary design documents.
Costs are based on current estimated prices, with no provisions made for inflation.
This estimate does not include the following items:
a. Fermitting and Development Fees.
b. Land Costs or Broker Fees
to Early Costs or Broker Fees
to geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate.
No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal.
Costs assume Filling 1 and Filling 2 being completed concurrently.

Pomponio Terrace- Filing 3

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to salefy our understanding of the purpose of this estimate.

Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors 4500 Cherry Creek Drive South, #1060

Denver, CO 80246 Contact: Kurt Haslag Ph. 720-253-0090

Original Preparation: 1/15/2016

Project: Pomponio Terrace Filing 3 Project Location: W. 70th Ave. and Federal Blvd.

Adams County, Colorado

\$30,399.25

Premier Project #: P-110

EROSION CONTROL	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Concrete Washout	3	\$900,00	EA	\$2,700.00		
Inlet Protection	0	\$25.00	EA	50.00		
Portable Toilet Protection	2	\$250.00	EA	\$500.00		
Silt Fence	1,631	\$2,00	LF	\$3,262.00		
Erosion Control Maintenance	0	\$3,500.00	MO	\$0.00		
Street Sweeping (Sediment Removal)	10	\$130,00	HR	\$1,300.00		
Temporary Seeding at completion of work	108,395.00	\$0.07	SF	\$7,587.65		Seeding only, no temp irrigation or watering
Stabilized Construction Entrance - VTC	1	\$2,400.00	EA	\$2,400.00		
Erosion Control Supervisor	0	\$145.00	DY	\$0.00		1/4 of Const. Work Days
SUE	STOTAL				\$17,749.6	S

70th Ave. Improvements	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Curb and Gutter at 70th Ave	599	\$12,00	SF	\$7,188.00		
5' Wide Sidewalk	2,995	\$3.75	SF	\$11,231.25		
Patch at integration at new curb and gutter	599	\$20.00	LF	\$11,980.00		
			LF	\$0.00		

Utilities	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
8" Water Stub to Lot	33	\$38.40	LF	\$1,267.20		
Water Valves	1	\$1,800.00	EA	\$1,800.00		
8" Sanitary Sewer Stub	33	\$45.60	LF	\$1,504.80		
Sanitary Sewer Manhole	1	\$2,160.00	SF	\$2,160.00		
	SUBTOTAL				\$6,732,00	

Pomponio Terrace- Filing 3 Summation		\$54,880.90
Mobilization	3,5%	\$1,920.83 10% maximum
General Conditions	5%	\$2,744.05 Typically 5% to 12%
Surety Bonds	2%	\$1,097.62 Typically 1% to 3%
Contingency	12%	\$6,585.71 (Conceptual 15-20%, Planning 10-15%, CDs 5-10%
Subtotal		\$67,229,10
ОН&Р	6.0%	\$4,033.75 Typical 6% to 9%

Project Grand Total	\$71,263	

Project Notes/Assumptions:

This estimate is based upon Premier Facility Constructors review of the preliminary design documents

Costs are based on current estimated prices, with no provisions made for inflation.

This estimate does not include the following items:

a. Permitting and Development Fees

b. Land Costs or Broker Fees

No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate

No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal

Costs assume Filling 1 and Filing 2 being completed concurrently.

Assumed a sanitary sewer and water stub into Filing 3 as final plans and layout are unknown for this pad.

Pomponio Terrace- Filing 4

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to salefy our understanding of the purpose of this estimate.

Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors 4500 Cherry Creek Drive South, #1060

Denver, CO 80246 Contact: Kurt Haslag Ph. 720-253-0090

Original Preparation: 1/15/2016

Project: Pomponio Terrace Filing 4 Project Location: W. 70th Ave. and Federal Blvd.

Adams County, Colorado

Premier Project #: P-110

EROSION CONTROL	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Concrete Washout	0	\$900.00	EA	\$0.00		
Inlet Protection	0	\$25.00	EA	\$0.00		
Portable Toilet Protection	2	\$250.00	EA	\$500.00		
Silt Fence	2,065	\$2,00	LF	\$4,130.00		
Erosion Control Maintenance	0	\$3,500.00	MO	\$0.00		
Street Sweeping (Sediment Removal)	10	\$130,00	HR	\$1,300.00		
Temporary Seeding at completion of work.	229,701.00	\$0.07	SF	\$16,079.07		Seeding only, no temp irrigation or watering
Stabilized Construction Entrance - VTC	1	\$2,400,00	EA	\$2,400.00		
Erosion Control Supervisor	0	\$145.00	DY	\$0.00		1/4 of Const. Work Days

SUBTOTAL

\$24		

\$40,437

Utilities	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
8" Water Stub to Lot	33	\$38.40	LF	\$1,267.20		
Water Valves	1	\$1,800.00	EA	\$1,800.00		
8" Sanitary Sewer Stub	33	545.60	LF	\$1,504.80		
Sanitary Sewer Manhole	1	52.160.00	SF	\$2,160,00		

Pomponio Terrace- Filing 4 Summation		\$31,141.07
Mobilization	3.5%	\$1,089.94 10% maximum
General Conditions	5%	\$1,557.05 Typically 5% to 12%
Surety Bonds	2%	\$622.82 Typically 1% to 3%
Contingency	12%	\$3,736.93 (Conceptual 15-20%, Planning 10-15%, CDs 5-10%)
Subtotal		\$38,147.81

OH&P	6.0%	\$2,288.87 Typical 5% to	10.91
_			

Project Notes/Assumptions:

This estimate is based upon Premier Facility Constructors review of the preliminary design documents

Project Grand Total

Costs are based on current estimated prices, with no provisions made for inflation.

This estimate does not include the following items:

a. Permitting and Development Fees

b. Land Costs or Broker Fees

No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate

No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal.

Costs assume Filling 1 and Filling 2 being completed concurrently.

Assumed a sanitary sewer and water stub into Filling 4 as final plans and layout are unknown for this pad.

Actual Cost Data- For Information Only

Pomponio Terrace- 8" WL and 70th Ave and Federal Blvd.

This estimate is prepared as a guide and is subject to possible changes. It has been prepared to a standard of accuracy that, to the best of our knowledge and judgment, is sufficient to salefy our understanding of the purpose of this estimate.

Premier Facility Constructors, LLC makes no warranty, either expressed or implied, as to the accuracy of this estimate.



Premier Facility Constructors 4500 Cherry Creek Drive South, #860

Denver, CO 80246 Contact: Kurt Haslag Ph. 720-253-0090 Original Preparation: 11/30/2017

Project: Pomponio Terrace Filing 1

Project Location: W. 70th Ave. and Federal Blvd.

Adams County, Colorado

\$862,860.00

Off Site Sewer Through Martin Marietta	-	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Added LF for line at residential area	-	1,090	\$238.00	LF -	\$259,420.00		
Obtain Easement at MM		1	\$45,000.00	EST	\$45,000.00		
Mill and overlay at roadway		1,261	\$41,00	SY	\$51,705.56		Mill and Overlay
Full depth patch		1	\$50,000.00	EST	\$50,000.00		
					\$0.00		
	SUBTOTAL					\$406,125.56	

Sanitary Sewer North of Trail	Quantity	Unit Price	Unit	Unit Cost	Subtotal	Comments/Assumptions
Dewatering Allowance	1	\$75,000.00	LS	\$75,000.00		
Silt Control	8,100	\$2,50	LF	\$20,250.00		
Construction Fence/Sign	1	\$15,500.00	EA	\$15,500.00		
SWPPP Maintenance	1	\$4,500.00	MO	\$4,500.00		
Misc, SWPPP	1	\$5,000.00	EST	\$5,000.00		
Permits/Flood/Wetland	- D	\$15,000.00	EST	\$15,000.00		
Reginoal Trail Dmo and Replacement	7,500	\$12,50	SF	\$93,750.00		
2" Line with Manholes	4,035	\$96.00	LF	\$387,360.00		
Manholes	17	\$3,500.00	EA	\$59,500.00		
jurveying	1	\$22,000.00	EA	\$22,000.00		
Contingency	1	\$100,000.00	EST	\$100,000.00		
Engineering	- 1	\$20,000.00	EST	\$20,000.00		
Seotech and Testing	1	\$25,000.00	EST	\$25,000.00		
Landscaping	1	\$20,000.00	EST	\$20,000.00		

Project Grand Total		\$1,429,192	
OH&P_	5.0%	\$80,049,76	
Subtotal	0.60%	\$1,349,142,23	
General Conditions Insurance Surety Bonds	5% 0.65%	\$63,449.28 \$8,660.83 \$8,046.57	
Pomponio Terrace- 8" WL and 70th Ave and Federal	***	\$1,268,985.56	

Project Notes/Assumptions:

This estimate is based upon Premier Facility Constructors review of the preliminary design documents

SUBTOTAL

Costs are based on current estimated prices, with no provisions made for inflation.

This estimate does not include the following items:

a. Permitting and Development Fees

b. Land Costs or Broker Fees

No geotechnical, traffic or environmental studies have been reviewed for the completion of this estimate

No environmental mitigation requirements are included. We have not included any costs for dewatering or excess water removal

Costs assume Filing 1 and Filing 2 being completed concurrently.

EXHIBIT F (Financial Plan)

Pursuant to Section 10-05-03-02-02 of the Adams County Special District Guidelines and Regulations, a Financial Plan is attached.



Development Projection at 55.277 (target) District Mills + PIF for Debt Service -- 04/13/2018

Series 2021A, G.O. Bonds, Assumes Investment Grade, 130x, 30-yr. Maturity; plus Ser. 2021B Cash-Flow Subs

ĺ						loped Lots >			Commercial	>>>>>>						
		Mkt Value		As'ed Value		As'ed Value		Mkt Value			As'ed Value			District D/S	District	District
		Biennial		@ 7.20%		@ 29.00%		Biennial			@ 29.00%	Total		Mill Levy [3]	D/S Mill Levy	S.O. Taxes
ļ	Total	Reasses'mt*	Cumulative	of Market	Cumulative	of Market	Total Comm'l	Reasses'mt	Manual	Cumulative	of Market	Assessed	Resl AV	[55.277 Target]	Collections	Collected
YEAR	Res'l Units	@ 6.0%	Market Value	(2-yr lag)	Market Value	(2-yr lag)	Sq. Ft.	@ 6.0%	Adj. ²	Market Value	(2-yr lag)	Value	%	[55.277 Cap]	@ 98%	@ 6%
2015	0		0		0		0			0						
2016	0		0		3,778,345	0	10,000		(225,897)	1,824,103	0					
2017	0		0	0	5,233,345	0	0		(===,===)	1,824,103	0	\$0				
2018	30	0	14,550,000	0	6,984,052	1,095,720	0	36,482		1,860,586	528,990	1,624,710	0.0%	0.000	0	0
2019	84		52,065,600	0	5,037,631	1,517,670	0	,		1,860,586	528,990	2,046,660	0.0%	50.000	100,286	6,017
2020	72	1,041,312	84,880,728	1,047,600	2,740,128	2,025,375	0	37,212		1,897,797	539,570	3,612,545	29.0%	51.530	182,432	10,946
2021	48		104,937,559	3,748,723	319,459	1,460,913	0	•		1,897,797	539,570	5,749,206	65.2%	53.441	301,097	18,066
2022	6	6,296,254	113,669,285	6,111,412	0	794,637	0	113,868		2,011,665	550,361	7,456,411	82.0%	54.325	396,969	23,818
2023	0		113,669,285	7,555,504	0	92,643	0			2,011,665	550,361	8,198,508	92.2%	54.863	440,800	26,448
2024	0	6,820,157	120,489,442	8,184,189	0	0	0	120,700		2,132,365	583,383	8,767,571	93.3%	54.926	471,935	28,316
2025	0		120,489,442	8,184,189	0	0	0			2,132,365	583,383	8,767,571	93.3%	54.926	471,935	28,316
2026	0	7,229,367	127,718,809	8,675,240	0	0	0	127,942		2,260,307	618,386	9,293,626	93.3%	54.926	500,251	30,015
2027	0		127,718,809	8,675,240	0	0	0			2,260,307	618,386	9,293,626	93.3%	54.926	500,251	30,015
2028	0	7,663,129	135,381,937	9,195,754	0	0	0	135,618		2,395,925	655,489	9,851,243	93.3%	54.926	530,266	31,816
2029	0		135,381,937	9,195,754	0	0	0			2,395,925	655,489	9,851,243	93.3%	54.926	530,266	31,816
2030	0	8,122,916	143,504,854	9,747,499	0	0	0	143,756		2,539,681	694,818	10,442,318	93.3%	54.926	562,082	33,725
2031	0		143,504,854	9,747,499	0	0	0			2,539,681	694,818	10,442,318	93.3%	54.926	562,082	33,725
2032	0	8,610,291	152,115,145	10,332,349	0	0	0	152,381		2,692,062	736,507	11,068,857	93.3%	54.926	595,807	35,748
2033	0		152,115,145	10,332,349	0	0	0			2,692,062	736,507	11,068,857	93.3%	54.926	595,807	35,748
2034	0	9,126,909	161,242,053	10,952,290	0	0	0	161,524		2,853,585	780,698	11,732,988	93.3%	54.926	631,556	37,893
2035	0		161,242,053	10,952,290	0	0	0			2,853,585	780,698	11,732,988	93.3%	54.926	631,556	37,893
2036		9,674,523	170,916,577	11,609,428	0	0		171,215		3,024,800	827,540	12,436,968	93.3%	54.926	669,449	40,167
2037			170,916,577	11,609,428	0	0				3,024,800	827,540	12,436,968	93.3%	54.926	669,449	40,167
2038		10,254,995	181,171,571	12,305,994	0	0		181,488		3,206,288	877,192	13,183,186	93.3%	54.926	709,616	42,577
2039			181,171,571	12,305,994	0	0				3,206,288	877,192	13,183,186	93.3%	54.926	709,616	42,577
2040		10,870,294	192,041,865	13,044,353	0	0		192,377		3,398,666	929,824	13,974,177	93.3%	54.926	752,193	45,132
2041			192,041,865	13,044,353	0	0				3,398,666	929,824	13,974,177	93.3%	54.926	752,193	45,132
2042		11,522,512		13,827,014	0	0		203,920		3,602,586	985,613	14,812,627	93.3%	54.926	797,325	47,839
2043			203,564,377	13,827,014	0	0				3,602,586	985,613	14,812,627	93.3%	54.926	797,325	47,839
2044		12,213,863	215,778,240	14,656,635	0	0		216,155		3,818,741	1,044,750	15,701,385	93.3%	54.926	845,164	50,710
2045			215,778,240	14,656,635	0	0				3,818,741	1,044,750	15,701,385	93.3%	54.926	845,164	50,710
2046		12,946,694	228,724,934	15,536,033	0	0		229,124		4,047,865	1,107,435	16,643,468	93.3%	54.926	895,874	53,752
2047			228,724,934	15,536,033	0	0				4,047,865	1,107,435	16,643,468	93.3%	54.926	895,874	53,752
2048		13,723,496	242,448,431	16,468,195	0	0		242,872		4,290,737	1,173,881	17,642,076	93.3%	54.926	949,626	56,978
2049		11510000	242,448,431	16,468,195	0	0		057.44:		4,290,737	1,173,881	17,642,076	93.3%	54.926	949,626	56,978
2050		14,546,906	256,995,336	17,456,287	0	0		257,444		4,548,181	1,244,314	18,700,601	93.3%	54.926	1,006,604	60,396
2051			256,995,336	17,456,287	0	0				4,548,181	1,244,314	18,700,601	93.3%	54.926	1,006,604	60,396
ļ		150 662 647					40.000	2 724 072	(205.007)						24.257.024	4.075.405
ļ	240	150,663,617					10,000	2,724,078	(225,897)						21,257,084	1,275,425

^[2] Adj. to actual/prelim. AV; incl PP & SA

[*] Assumes 2.00% Bi-Reassessment thru Issuance date

[3] Max Target/Cap; Modified per Res'l AV Ratio (est)



Development Projection at 55.277 (target) District Mills + PIF for Debt Service -- 04/13/2018

Series 2021A, G.O. Bonds, Assumes Investment Grade, 130x, 30-yr. Maturity; plus Ser. 2021B Cash-Flow Subs

YEAR	Annual PIF Sales Revenue infl. @ 1.0%	Annual PIF Revenue @ 3.70%	District's share of Annual S/T Revenue [Avail thru. 2051] @ 100.00%	Less PIF Admin Fee [@\$50,000/yr.] Infl. @ 1.0%	Total Available Revenue	Less Carve-out for Ops. [@\$35,000/yr.] Infl. @ 1.0%	Net Available for Debt Svc @ 100%	Ser. 2021A \$6,720,000 Par [Net \$6.097 MM] Net Debt Service	Annual Surplus	Surplus Release to \$672,000	Cumulative Surplus \$672,000 Target	Debt/ Assessed Ratio	Cov. of Net DS: @ 55.277 target	Cov. of Net DS: @ 55.277 Cap
2015														
2016														
2017														
2018	3,000,000	111,000	111,000	50.000	61,000	35,000	26.000		n/a		0	0%	0%	0%
2019	3,030,000	112,110	112,110	50,500	167,914	35,350	132,564		n/a		0	0%	0%	0%
2020	3,060,300	113,231	113,231	51,005	255,604	35,704	219,901		n/a		0	0%	0%	0%
2021	3,090,903	114,363	114,363	51,515	382,012	36,061	345,951	\$0	345,951		345,951	90%	0%	0%
2022	3,121,812	115,507	115,507	52,030	484,264	36,421	447,843	343,800	104,043	0	449,994	81%	132%	132%
2023	3,153,030	116,662	116,662	52,551	531,360	36,785	494,574	375,800	118,774	0	568,768	75%	133%	133%
2024	3,184,560	117,829	117,829	53,076	565,004	37,153	527,851	381,400	146,451	43,219	672,000	73%	139%	139%
2025	3,216,406	119,007	119,007	53,607	565,652	37,525	528,127	381,600	146,527	146,527	672,000	68%	139%	139%
2026	3,248,570	120,197	120,197	54,143	596,321	37,900	558,421	381,600	176,821	176,821	672,000	66%	147%	147%
2027	3,281,056	121,399	121,399	54,684	596,981	38,279	558,702	381,400	177,302	177,302	672,000	61%	147%	147%
2028	3,313,866	122,613	122,613	55,231	629,464	38,662	590,803	381,000	209,803	209,803	672,000	60%	156%	156%
2029	3,347,005	123,839	123,839	55,783	630,138	39,048	591,090	385,400	205,690	205,690	672,000	55%	154%	154%
2030	3,380,475	125,078	125,078	56,341	664,544	39,439	625,105	384,400	240,705	240,705	672,000	53%	164%	164%
2031	3,414,280	126,328	126,328	56,905	665,231	39,833	625,398	383,200	242,198	242,198	672,000	49%	164%	164%
2032	3,448,423	127,592	127,592	57,474	701,674	40,232	661,442	381,800	279,642	279,642	672,000	47%	174%	174%
2033	3,482,907	128,868	128,868	58,048	702,375	40,634	661,741	385,200	276,541	276,541	672,000	43%	173%	173%
2034	3,517,736	130,156	130,156	58,629	740,976	41,040	699,936	383,200	316,736	316,736	672,000	42%	184%	184%
2035	3,552,913	131,458	131,458	59,215	741,692	41,451	700,241	386,000	314,241	314,241	672,000	38%	183%	183%
2036	3,588,442	132,772	132,772	59,807	782,581	41,865	740,716	383,400	357,316	357,316	672,000	36%	194%	194%
2037	3,624,327	134,100	134,100	60,405	783,311	42,284	741,027	385,600	355,427	355,427	672,000	33%	193%	193%
2038	3,660,570	135,441	135,441	61,010	826,625	42,707	783,918	387,400	396,518	396,518	672,000	31%	204%	204%
2039	3,697,176	136,796	136,796	61,620	827,369	43,134	784,235	383,800	400,435	400,435	672,000	28%	206%	206%
2040 2041	3,734,148 3,771,489	138,163 139,545	138,163 139,545	62,236 62,858	873,252 874,012	43,565 44,001	829,687 830.011	385,000 385.800	444,687	444,687 444,211	672,000 672.000	26% 23%	217% 217%	217% 217%
2041	3,809,204	139,545	139,545 140,941	63,487	922,618	44,001	878,177	386,200	444,211	491,977	672,000	23%	217%	217%
2042	3,809,204	142,350	142,350	64.122	922,616	44,885	878,507	386,200	491,977 492,307	491,977	672,000	18%	229%	229%
2043	3,885,769	142,330	143,773	64,763	974,885	45,334	929,551	385,800	543,751	543,751	672,000	17%	242%	242%
2044	3,924,627	145,211	145,773	65,410	975,675	45,787	929,887	385,000	544,887	544,887	672,000	14%	243%	243%
2046	3,963,873	146.663	146,663	66,065	1,030,225	46,245	983.980	388,800	595,180	595,180	672.000	12%	255%	255%
2047	4,003,512	148,130	148,130	66,725	1,031,031	46,708	984,323	387,000	597,323	597,323	672,000	10%	256%	256%
2048	4,043,547	149,611	149,611	67,392	1,088,823	47.175	1,041,648	389,800	651,848	651,848	672,000	8%	269%	269%
2049	4,083,982	151,107	151,107	68,066	1,089,645	47,646	1,041,998	387,000	654,998	654,998	672,000	6%	271%	271%
2050	4,124,822	152.618	152.618	68.747	1,150,872	48,123	1,102,749	388,800	713,949	713,949	672,000	4%	285%	285%
2051	4,166,070	154,145	154,145	69,435	1,151,710	48,604	1,103,106	390,200	712,906	1,384,906	0/2,000	0%	285%	285%
	.,,	,	,	22,100	.,,.	. 5,30 1	.,.22,100	222,200	,	.,,	Ĭ	370	_3070	
		7,522,347	4,468,605	2,012,885	24,988,228	1,409,019	23,579,209	11,501,600	11,699,145	11,699,145				

[DApr1318 21iglbD]



3

Development Projection at 55.277 (target) District Mills + PIF for Debt Service -- 04/13/2018

Series 2021A, G.O. Bonds, Assumes Investment Grade, 130x, 30-yr. Maturity; plus Ser. 2021B Cash-Flow Subs

EAR	Surplus Available for Sub Debt Service	Application of Prior Year Surplus	Total Available for Sub Debt Service	Date Bonds Issued	Sub Bond Interest on Balance 7.00%	Less Payments Toward Sub Bond Interest	Accrued Interest + Int. on Bal. @ 7.00%	Less Payments Toward Accrued Interest	Balance of Accrued Interest	Sub Bonds Principal Issued	Less Payments Toward Bond Principal	Balance of Sub Bond Principal	Total Sub. Debt Pmts.	Surplus Cash Flow	Surplus Release	Cum. Surplus
2015																
2016																
017																
018																
019 020																
020 021	0		0	12/1/21	\$8,915	\$0	\$8,915	\$0	\$8.915	\$3,275,000	\$0	\$3,275,000	\$0	0		0
)22	0	0	0	12/1/21	229,250	0	229,874	0	238,789	ψ3,273,000	0	3,275,000	0	0	0	0
)23	0	0	0		229,250	0	245,965	0	484,755		0	3,275,000	0	0	0	0
024	43,219	0	43,219		229,250	43,219	219,964	0	704,718		0	3,275,000	43,219	0	0	0
025	146,527	0	146,527		229,250	146,527	132,053	0	836,772		0	3,275,000	146,527	0	0	0
026	176,821	0	176,821		229,250	176,821	111,003	0	947,775		0	3,275,000	176,821	0	0	0
027	177,302	0	177,302		229,250	177,302	118,292	0	1,066,067		0	3,275,000	177,302	0	0	0
028	209,803	0	209,803		229,250	209,803	94,072	0	1,160,139		0	3,275,000	209,803	0	0	0
029	205,690	0	205,690		229,250	205,690	104,770	0	1,264,909		0	3,275,000	205,690	0	0	0
030	240,705	0	240,705		229,250	229,250	88,544	11,455	1,341,998		0	3,275,000	240,705	0	0	0
031	242,198	0	242,198		229,250	229,250	93,940	12,948	1,422,990		0	3,275,000	242,198	0	0	0
032	279,642	0	279,642		229,250	229,250	99,609	50,392	1,472,208		0	3,275,000	279,642	0	0	0
033	276,541	0	276,541		229,250	229,250	103,055	47,291	1,527,971		0	3,275,000	276,541	0	0	0
034	316,736	0	316,736		229,250	229,250	106,958	87,486	1,547,443		0	3,275,000	316,736	0	0	0
035	314,241	0	314,241		229,250	229,250	108,321	84,991	1,570,773		0	3,275,000	314,241	0	0	0
036	357,316	0	357,316		229,250	229,250	109,954	128,066	1,552,661		0	3,275,000	357,316	0	0	0
037 038	355,427 396,518	0	355,427 396,518		229,250 229,250	229,250 229,250	108,686 107.462	126,177 167,268	1,535,171 1,475,365		0	3,275,000 3,275,000	355,427 396,518	0	0	0
039	400,435	0	400,435		229,250	229,250	107,462	171,185	1,475,365		0	3,275,000	400,435	0	0	0
040	444,687	0	444,687		229,250	229,250	98,522	215,437	1,290,540		0	3,275,000	444,687	0	0	0
041	444,211	0	444,211		229,250	229,250	90,338	214,961	1,165,917		0	3,275,000	444,211	0	0	0
042	491,977	0	491,977		229,250	229,250	81,614	262,727	984,804		0	3,275,000	491,977	0	0	0
043	492,307	0	492,307		229,250	229,250	68,936	263,057	790,683		0	3,275,000	492,307	0	0	0
044	543,751	0	543,751		229,250	229,250	55,348	314,501	531,530		0	3,275,000	543,751	0	0	0
045	544,887	0	544,887		229,250	229,250	37,207	315,637	253,100		0	3,275,000	544,887	0	0	0
046	595,180	0	595,180		229,250	229,250	17,717	270,817	0		95,000	3,180,000	595,067	113	0	113
047	597,323	113	597,437		222,600	222,600	0	0	0		374,000	2,806,000	596,600	723	0	837
048	651,848	837	652,685		196,420	196,420	0	0	0		456,000	2,350,000	652,420	(572)	0	265
049	654,998	265	655,263		164,500	164,500	0	0	0		490,000	1,860,000	654,500	498	0	763
050	713,949	763	714,712		130,200	130,200	0	0	0		584,000	1,276,000	714,200	(251)	0	512
051	1,384,906	0	1,384,906		89,320	89,320	0	0	0		1,276,000	0	1,365,320	19,586	20,098	0
	11,699,145	1,978	11,701,123		6,543,205	5,659,651	2,744,396	2,744,396		3,275,000	3,275,000		11,679,047	20,098	20,098	

COI (est.): 98,250 Proceeds: 3,176,750



Development Projection -- Buildout Plan (updated 3/13/18)

Residential Development	Residential Summary
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	1	-															•
			SFD (Alley-	loaded)			<u>s</u>	FD (Front-le	oaded)				Townhom	es			
		Incr/(Decr) in					Incr/(Decr) in					Incr/(Decr) in					
		Finished Lot	# Units	Price			Finished Lot	# Units	Price			Finished Lot	# Units	Price		Total	
	# Lots	Value @	Completed	Inflated @	Market	# Lots	Value @	Completed	Inflated @	Market	# Lots	Value @	Completed	Inflated @	Market	Residential	Total
YEAR	Devel'd	10%	75 target	2%	Value	Devel'd	10%	51 target	2%	Value	Devel'd	10%	114 target	2%	Value	Market Value	Res'l Units
2015	0	0		\$450,000	0	0	0		\$520,000	0	0	0		\$375,000	0	\$0	0
2016	0	0		450,000	0	0	0		520,000	0	0	0		375,000	0	0	0
2017	15	675,000		450,000	0	15	780,000		520,000	0	0	0		375,000	0	0	0
2018	24	405,000	15	450,000	6,750,000	24	468,000	15	520,000	7,800,000	36	1,350,000		375,000	0	14,550,000	30
2019	24	0	24	459,000	11,016,000	12	(624,000)	24	530,400	12,729,600	36	0	36	382,500	13,770,000	37,515,600	84
2020	12	(540,000)	24	468,180	11,236,320	0	(624,000)	12	541,008	6,492,096	36	0	36	390,150	14,045,400	31,773,816	72
2021	0	(540,000)	12	477,544	5,730,523	0	0	0	551,828	0	6	(1,125,000)	36	397,953	14,326,308	20,056,831	48
2022	0	0	0	487,094	0	0	0	0	562,865	0	0	(225,000)	6	405,912	2,435,472	2,435,472	6
2023	0	0	0	496,836	0	0	0	0	574,122	0	0	0	0	414,030	0	0	0
2024	0	0	0	506,773	0	0	0	0	585,604	0	0	0	0	422,311	0	0	0
2025	0	0	0	516,909	0	0	0	0	597,317	0	0	0	0	430,757	0	0	0
2026	0	0	0	527,247	0	0	0	0	609,263	0	0	0	0	439,372	0	0	0
2027	0	0	0	537,792	0	0	0	0	621,448	0	0	0	0	448,160	0	0	0
2028	0	0	0	548,547	0	0	0	0	633,877	0	0	0	0	457,123	0	0	0
2029	0	0	0	559,518	0	0	0	0	646,555	0	0	0	0	466,265	0	0	0
2030	0	0	0	570,709	0	0	0	0	659,486	0	0	0	0	475,591	0	0	0
2031	0	0	0	582,123	0	0	0	0	672,675	0	0	0	0	485,102	0	0	0
2032	0	0	0	593,765	0	0	0	0	686,129	0	0	0	0	494,805	0	0	0
2033	0	0	0	605,641	0	0	0	0	699,852	0	0	0	0	504,701	0	0	0
2034	0	0	0	617,754	0	0	0	0	713,849	0	0	0	0	514,795	0	0	0
2035		0	0	630,109	0		0	0	728,126	0		0	0	525,091	0	0	0
	75	(0)	75		34,732,843	51	(0)	51		27,021,696	114	(0)	114		44,577,180	106,331,720	240
	/3	(0)	73		34,732,043	31	(0)	31		21,021,030	1114	(0)	114		77,577,100	100,331,720	240



Development Projection -- Buildout Plan (updated 3/13/18)

Commercial Development

				<u>Auto</u>	<u>Zone</u>							Gas Sta	ation / QSR			
		Incr/(Decr) in				Sales Tax				Incr/(Decr) in				Sales Tax		
		Finished Lot	Square Ft	per Sq Ft,		per Sq Ft,		Annual Sales		Finished Lot	Square Ft	per Sq Ft,		per Sq Ft,		Annual Sales
	SF	Value @	Completed	Inflated @	Market	Inflated @	Stab. /	Revenues	SF	Value @	Completed	Inflated @	Market	Inflated @	Stab. /	Revenues
EAR	Devel'd	10%	5,000	2%	Value	1%	Lease Up	@ 100%	Devel'd	10%	5,000	2%	Value	1%	Lease Up	@ 100%
2015	5,000	42,500		\$85.00	\$0	\$300.00		0	5,000	162,500		\$325.00	\$0	\$300.00		
2016	0	(42,500)	5,000	85.00	425,000	300.00	50%	750,000	0	(162,500)	5,000	325.00	1,625,000	300.00	50%	750,0
2017	0	0	0	86.70	0	300.00	75%	1,125,000	0	0	0	331.50	0	300.00	75%	1,125,0
2018	0	0	0	88.43	0	300.00	100%	1,500,000	0	0	0	338.13	0	300.00	100%	1,500,0
2019	0	0	0	90.20	0	303.00	100%	1,515,000	0	0	0	344.89	0	303.00	100%	1,515,0
2020	0	0	0	92.01	0	306.03	100%	1,530,150	0	0	0	351.79	0	306.03	100%	1,530,1
2021	0	0	0	93.85	0	309.09	100%	1,545,452	0	0	0	358.83	0	309.09	100%	1,545,4
2022	0	0	0	95.72	0	312.18	100%	1,560,906	0	0	0	366.00	0	312.18	100%	1,560,9
2023	0	0	0	97.64	0	315.30	100%	1,576,515	0	0	0	373.32	0	315.30	100%	1,576,5
2024	0	0	0	99.59	0	318.46	100%	1,592,280	0	0	0	380.79	0	318.46	100%	1,592,2
2025	0	0	0	101.58	0	321.64	100%	1,608,203	0	0	0	388.41	0	321.64	100%	1,608,2
2026	0	0	0	103.61	0	324.86	100%	1,624,285	0	0	0	396.17	0	324.86	100%	1,624,2
2027	0	0	0	105.69	0	328.11	100%	1,640,528	0	0	0	404.10	0	328.11	100%	1,640,5
2028	0	0	0	107.80	0	331.39	100%	1,656,933	0	0	0	412.18	0	331.39	100%	1,656,9
2029	0	0	0	109.96	0	334.70	100%	1,673,503	0	0	0	420.42	0	334.70	100%	1,673,5
2030	0	0	0	112.16	0	338.05	100%	1,690,238	0	0	0	428.83	0	338.05	100%	1,690,2
2031	0	0	0	114.40	0	341.43	100%	1,707,140	0	0	0	437.41	0	341.43	100%	1,707,1
2032	0	0	0	116.69	0	344.84	100%	1,724,211	0	0	0	446.16	0	344.84	100%	1,724,2
2033	0	0	0	119.02	0	348.29	100%	1,741,453	0	0	0	455.08	0	348.29	100%	1,741,4
2034	0	0	0	121.40	0	351.77	100%	1,758,868	0	0	0	464.18	0	351.77	100%	1,758,8
2035		0	0	123.83	0	355.29	100%	1,776,457		0	0	473.46	0	355.29	100%	1,776,4
	5,000	0	5,000		425,000			31,297,121	5,000	0	5,000		1,625,000			31,297,



Development Projection -- Buildout Plan (updated 3/13/18)

Commercial Summary

	Total Commercial	Total Commercial	Total Retail Taxable	Total Annual Sales	Value of Develop	
YEAR	Market Value	Sq Ft	Sq Ft	Tax Revenue	Adjustment ¹	Adjusted Value
ILAN	Walket Value	3411	Sqrt	Tax Neveriue	7 tajaotinont	Aujusteu value
2015	0	0	0	0	(205,000)	0
2016	2,050,000	10,000	10,000	1,500,000	3,983,345	3,778,345
2017	2,030,000	0,000	10,000	2,250,000	0,903,343	1,455,000
2018	0	0	0	3,000,000	(472,293)	1,750,707
2019	0	0	0	3,030,000	(1,322,421)	(1,946,421)
2019	0	0	0	3,060,300	(1,133,504)	(2,297,504)
2021	0	0	0	3,090,903	(755,669)	(2,420,669)
2021	0	0	0	3,121,812	(94,459)	(319,459)
2022	0	0	0	3,153,030	(94,459)	(519,459)
2023	0	0	0	3,184,560	0	0
2024	0	0	0	3,216,406	0	0
2026	0	0	0	3,248,570	0	0
2027	0	0	0	3,281,056	0	0
2028	0	0	0	3,313,866	0	0
2029	0	0	0	3,347,005	0	0
2030	0	0	0	3,380,475	0	0
2031	0	0	0	3,414,280	0	0
2032	0	0	0	3,448,423	0	0
2032	0	0	0	3,482,907	0	0
2034	0	0	0	3,517,736	0	0
2035	0	0	0	3,552,913	0	0
2000		0	O	0,002,010		0
	2,050,000	10,000	10,000	62,594,243	0	0

[1] Adj. to actual/prelim. AV



SOURCES AND USES OF FUNDS

POMPONIO TERRACE METROPOLITAN DISTRICT Combined Results

GENERAL OBLIGATION BONDS, SERIES 2021A SUBORDINATE BONDS, SERIES 2021B

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[ Preliminary -- for discussion only ]

Dated Date 12/01/2021 Delivery Date 12/01/2021

| Sources:                                          | SERIES 2018A | SERIES 2018B | Total        |
|---------------------------------------------------|--------------|--------------|--------------|
| Bond Proceeds:                                    |              |              |              |
| Par Amount                                        | 6,720,000.00 | 3,275,000.00 | 9,995,000.00 |
|                                                   | 6,720,000.00 | 3,275,000.00 | 9,995,000.00 |
| Uses:                                             | SERIES 2018A | SERIES 2018B | Total        |
| Project Fund Deposits: Project Fund               | 6,096,600.00 | 3,176,750.00 | 9,273,350.00 |
| Other Fund Deposits:<br>Debt Service Reserve Fund | 389,800.00   |              | 389,800.00   |
| Cost of Issuance:<br>Other Cost of Issuance       | 200,000.00   |              | 200,000.00   |
| Delivery Date Expenses:<br>Underwriter's Discount | 33,600.00    | 98,250.00    | 131,850.00   |
|                                                   | 6,720,000.00 | 3,275,000.00 | 9,995,000.00 |



#### **SOURCES AND USES OF FUNDS**

POMPONIO TERRACE METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2021 55.277 (target) Mills [1] - Ops Expense + Net PIF Collection Assumes Investment Grade, 130x, 2048 Maturity (Full Growwth / No Future Reassessment Projections)\*\* [ Preliminary -- for discsussion only ]

> Dated Date 12/01/2021 Delivery Date 12/01/2021

| Sources:                                          |              |
|---------------------------------------------------|--------------|
| Bond Proceeds:                                    |              |
| Par Amount                                        | 6,720,000.00 |
|                                                   | 6,720,000.00 |
| Uses:                                             |              |
| Project Fund Deposits: Project Fund               | 6,096,600.00 |
| Other Fund Deposits:<br>Debt Service Reserve Fund | 389,800.00   |
| Cost of Issuance:<br>Other Cost of Issuance       | 200,000.00   |
| Delivery Date Expenses:<br>Underwriter's Discount | 33,600.00    |
|                                                   | 6,720,000.00 |

<sup>[1]</sup> Max Target/Cap; Modified per Residential AV Ratio (est.)

<sup>[\*\*]</sup> Assumes 2.00% Bi-Reassessment thru Issuance date.



#### **BOND SUMMARY STATISTICS**

| Dated Date<br>Delivery Date<br>First Coupon<br>Last Maturity                                                                                                                             | 12/01/2021<br>12/01/2021<br>06/01/2022<br>12/01/2051                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Arbitrage Yield<br>True Interest Cost (TIC)<br>Net Interest Cost (NIC)<br>All-In TIC<br>Average Coupon                                                                                   | 4.000000%<br>4.039729%<br>4.000000%<br>4.282528%<br>4.000000%                                                                                 |
| Average Life (years)<br>Weighted Average Maturity (years)<br>Duration of Issue (years)                                                                                                   | 19.239<br>19.239<br>12.856                                                                                                                    |
| Par Amount Bond Proceeds Total Interest Net Interest Bond Years from Dated Date Bond Years from Delivery Date Total Debt Service Maximum Annual Debt Service Average Annual Debt Service | 6,720,000.00<br>6,720,000.00<br>5,171,400.00<br>5,205,000.00<br>129,285,000.00<br>129,285,000.00<br>11,891,400.00<br>780,000.00<br>396,380.00 |
| Underwriter's Fees (per \$1000)<br>Average Takedown<br>Other Fee                                                                                                                         | 5.000000                                                                                                                                      |
| Total Underwriter's Discount                                                                                                                                                             | 5.000000                                                                                                                                      |
| Bid Price                                                                                                                                                                                | 99.500000                                                                                                                                     |

| Bond Component                                                            | Par<br>Value | Price                   | Average<br>Coupon | Average<br>Life          | Average<br>Maturity<br>Date | PV of 1 bp<br>change |
|---------------------------------------------------------------------------|--------------|-------------------------|-------------------|--------------------------|-----------------------------|----------------------|
| Term Bond due 2051                                                        | 6,720,000.00 | 100.000                 | 4.000%            | 19.239                   | 02/25/2041                  | 11,692.80            |
|                                                                           | 6,720,000.00 |                         |                   | 19.239                   |                             | 11,692.80            |
|                                                                           |              | TIC                     |                   | All-In<br>TIC            | Arbitrage<br>Yield          |                      |
| Par Value + Accrued Interest + Premium (Discount)                         |              | 6,720,000.00            | 6,                | 720,000.00               | 6,720,000.00                |                      |
| - Underwriter's Discount<br>- Cost of Issuance Expense<br>- Other Amounts |              | -33,600.00              |                   | -33,600.00<br>200,000.00 |                             |                      |
| Target Value                                                              |              | 6,686,400.00            | 6,                | 486,400.00               | 6,720,000.00                |                      |
| Target Date<br>Yield                                                      |              | 12/01/2021<br>4.039729% |                   | 12/01/2021<br>4.282528%  | 12/01/2021<br>4.000000%     |                      |



#### **BOND DEBT SERVICE**

| Period<br>Ending         | Principal | Coupon   | Interest         | Debt<br>Service   | Annual<br>Debt<br>Service |
|--------------------------|-----------|----------|------------------|-------------------|---------------------------|
| 06/01/2022               |           |          | 134,400          | 134,400           |                           |
| 12/01/2022               | 75,000    | 4.000%   | 134,400          | 209,400           | 343,800                   |
| 06/01/2023               | 70,000    | 1.00070  | 132,900          | 132,900           | 0 10,000                  |
| 12/01/2023               | 110,000   | 4.000%   | 132,900          | 242,900           | 375,800                   |
| 06/01/2024               | ,         |          | 130,700          | 130,700           | ,                         |
| 12/01/2024               | 120,000   | 4.000%   | 130,700          | 250,700           | 381,400                   |
| 06/01/2025               |           |          | 128,300          | 128,300           |                           |
| 12/01/2025               | 125,000   | 4.000%   | 128,300          | 253,300           | 381,600                   |
| 06/01/2026               |           |          | 125,800          | 125,800           |                           |
| 12/01/2026               | 130,000   | 4.000%   | 125,800          | 255,800           | 381,600                   |
| 06/01/2027               |           |          | 123,200          | 123,200           |                           |
| 12/01/2027               | 135,000   | 4.000%   | 123,200          | 258,200           | 381,400                   |
| 06/01/2028               |           |          | 120,500          | 120,500           |                           |
| 12/01/2028               | 140,000   | 4.000%   | 120,500          | 260,500           | 381,000                   |
| 06/01/2029               |           |          | 117,700          | 117,700           |                           |
| 12/01/2029               | 150,000   | 4.000%   | 117,700          | 267,700           | 385,400                   |
| 06/01/2030               |           |          | 114,700          | 114,700           |                           |
| 12/01/2030               | 155,000   | 4.000%   | 114,700          | 269,700           | 384,400                   |
| 06/01/2031               |           |          | 111,600          | 111,600           |                           |
| 12/01/2031               | 160,000   | 4.000%   | 111,600          | 271,600           | 383,200                   |
| 06/01/2032               | 405.000   | 4.0000/  | 108,400          | 108,400           | 004.000                   |
| 12/01/2032               | 165,000   | 4.000%   | 108,400          | 273,400           | 381,800                   |
| 06/01/2033               | 475.000   | 4.0000/  | 105,100          | 105,100           | 005 000                   |
| 12/01/2033               | 175,000   | 4.000%   | 105,100          | 280,100           | 385,200                   |
| 06/01/2034               | 100.000   | 4.0000/  | 101,600          | 101,600           | 202 200                   |
| 12/01/2034               | 180,000   | 4.000%   | 101,600          | 281,600           | 383,200                   |
| 06/01/2035               | 100.000   | 4.000%   | 98,000           | 98,000<br>288,000 | 306 000                   |
| 12/01/2035<br>06/01/2036 | 190,000   | 4.000%   | 98,000<br>94,200 | ,                 | 386,000                   |
| 12/01/2036               | 195,000   | 4.000%   | 94,200           | 94,200<br>289,200 | 383,400                   |
| 06/01/2037               | 193,000   | 4.000 /6 | 90,300           | 90,300            | 363,400                   |
| 12/01/2037               | 205,000   | 4.000%   | 90,300           | 295,300           | 385,600                   |
| 06/01/2038               | 200,000   | 4.00070  | 86,200           | 86,200            | 300,000                   |
| 12/01/2038               | 215,000   | 4.000%   | 86,200           | 301,200           | 387,400                   |
| 06/01/2039               | 2.0,000   |          | 81,900           | 81,900            | 001,100                   |
| 12/01/2039               | 220,000   | 4.000%   | 81,900           | 301,900           | 383,800                   |
| 06/01/2040               | -,        |          | 77,500           | 77,500            | ,                         |
| 12/01/2040               | 230,000   | 4.000%   | 77,500           | 307,500           | 385,000                   |
| 06/01/2041               |           |          | 72,900           | 72,900            |                           |
| 12/01/2041               | 240,000   | 4.000%   | 72,900           | 312,900           | 385,800                   |
| 06/01/2042               |           |          | 68,100           | 68,100            |                           |
| 12/01/2042               | 250,000   | 4.000%   | 68,100           | 318,100           | 386,200                   |
| 06/01/2043               |           |          | 63,100           | 63,100            |                           |
| 12/01/2043               | 260,000   | 4.000%   | 63,100           | 323,100           | 386,200                   |
| 06/01/2044               |           |          | 57,900           | 57,900            |                           |
| 12/01/2044               | 270,000   | 4.000%   | 57,900           | 327,900           | 385,800                   |
| 06/01/2045               |           |          | 52,500           | 52,500            |                           |
| 12/01/2045               | 280,000   | 4.000%   | 52,500           | 332,500           | 385,000                   |
| 06/01/2046               |           | 4.0000/  | 46,900           | 46,900            |                           |
| 12/01/2046               | 295,000   | 4.000%   | 46,900           | 341,900           | 388,800                   |
| 06/01/2047               | 005.000   | 4.0000/  | 41,000           | 41,000            | 007.000                   |
| 12/01/2047               | 305,000   | 4.000%   | 41,000           | 346,000           | 387,000                   |
| 06/01/2048               | 320 000   | 4 0000/  | 34,900           | 34,900<br>354,900 | 300 000                   |
| 12/01/2048<br>06/01/2049 | 320,000   | 4.000%   | 34,900           | 354,900<br>28,500 | 389,800                   |
| 12/01/2049               | 330,000   | 4.000%   | 28,500<br>28,500 | 28,500<br>358,500 | 387,000                   |
| 06/01/2050               | 330,000   | 4.000%   | 28,500<br>21,900 | 21,900            | 301,000                   |
| 12/01/2050               | 345,000   | 4.000%   | 21,900           | 366,900           | 388,800                   |
| 06/01/2051               | 0-10,000  | 7.00070  | 15,000           | 15,000            | 550,000                   |
| 12/01/2051               | 750,000   | 4.000%   | 15,000           | 765,000           | 780,000                   |
|                          | 6,720,000 |          | 5,171,400        | 11,891,400        | 11,891,400                |
|                          | -, -,     |          | -, -,            | ,,                | , , - 30                  |



#### **NET DEBT SERVICE**

| Period<br>Ending | Principal | Interest  | Total<br>Debt Service | Debt Service<br>Reserve Fund | Net<br>Debt Service |
|------------------|-----------|-----------|-----------------------|------------------------------|---------------------|
| 12/01/2022       | 75,000    | 268,800   | 343,800               |                              | 343,800             |
| 12/01/2023       | 110,000   | 265,800   | 375,800               |                              | 375,800             |
| 12/01/2024       | 120,000   | 261,400   | 381,400               |                              | 381,400             |
| 12/01/2025       | 125,000   | 256,600   | 381,600               |                              | 381,600             |
| 12/01/2026       | 130,000   | 251,600   | 381,600               |                              | 381,600             |
| 12/01/2027       | 135,000   | 246,400   | 381,400               |                              | 381,400             |
| 12/01/2028       | 140,000   | 241,000   | 381,000               |                              | 381,000             |
| 12/01/2029       | 150,000   | 235,400   | 385,400               |                              | 385,400             |
| 12/01/2030       | 155,000   | 229,400   | 384,400               |                              | 384,400             |
| 12/01/2031       | 160,000   | 223,200   | 383,200               |                              | 383,200             |
| 12/01/2032       | 165,000   | 216,800   | 381,800               |                              | 381,800             |
| 12/01/2033       | 175,000   | 210,200   | 385,200               |                              | 385,200             |
| 12/01/2034       | 180,000   | 203,200   | 383,200               |                              | 383,200             |
| 12/01/2035       | 190,000   | 196,000   | 386,000               |                              | 386,000             |
| 12/01/2036       | 195,000   | 188,400   | 383,400               |                              | 383,400             |
| 12/01/2037       | 205,000   | 180,600   | 385,600               |                              | 385,600             |
| 12/01/2038       | 215,000   | 172,400   | 387,400               |                              | 387,400             |
| 12/01/2039       | 220,000   | 163,800   | 383,800               |                              | 383,800             |
| 12/01/2040       | 230,000   | 155,000   | 385,000               |                              | 385,000             |
| 12/01/2041       | 240,000   | 145,800   | 385,800               |                              | 385,800             |
| 12/01/2042       | 250,000   | 136,200   | 386,200               |                              | 386,200             |
| 12/01/2043       | 260,000   | 126,200   | 386,200               |                              | 386,200             |
| 12/01/2044       | 270,000   | 115,800   | 385,800               |                              | 385,800             |
| 12/01/2045       | 280,000   | 105,000   | 385,000               |                              | 385,000             |
| 12/01/2046       | 295,000   | 93,800    | 388,800               |                              | 388,800             |
| 12/01/2047       | 305,000   | 82,000    | 387,000               |                              | 387,000             |
| 12/01/2048       | 320,000   | 69,800    | 389,800               |                              | 389,800             |
| 12/01/2049       | 330,000   | 57,000    | 387,000               |                              | 387,000             |
| 12/01/2050       | 345,000   | 43,800    | 388,800               |                              | 388,800             |
| 12/01/2051       | 750,000   | 30,000    | 780,000               | 389,800                      | 390,200             |
|                  | 6,720,000 | 5,171,400 | 11,891,400            | 389,800                      | 11,501,600          |



#### **BOND SOLUTION**

| Period<br>Ending | Proposed<br>Principal | Proposed<br>Debt Service | Debt Service<br>Adjustments | Total Adj<br>Debt Service | Revenue<br>Constraints | Unused<br>Revenues | Debt Serv<br>Coverage |
|------------------|-----------------------|--------------------------|-----------------------------|---------------------------|------------------------|--------------------|-----------------------|
| 12/01/2022       | 75,000                | 343,800                  |                             | 343,800                   | 447,843                | 104,043            | 130.26262%            |
| 12/01/2023       | 110,000               | 375,800                  |                             | 375,800                   | 494,574                | 118,774            | 131.60568%            |
| 12/01/2024       | 120,000               | 381,400                  |                             | 381,400                   | 500,105                | 118,705            | 131.12341%            |
| 12/01/2025       | 125,000               | 381,600                  |                             | 381,600                   | 500,381                | 118,781            | 131.12701%            |
| 12/01/2026       | 130,000               | 381,600                  |                             | 381,600                   | 500,659                | 119,059            | 131.20006%            |
| 12/01/2027       | 135,000               | 381,400                  |                             | 381,400                   | 500,941                | 119,541            | 131.34268%            |
| 12/01/2028       | 140,000               | 381,000                  |                             | 381,000                   | 501,225                | 120,225            | 131.55520%            |
| 12/01/2029       | 150,000               | 385,400                  |                             | 385,400                   | 501,513                | 116,113            | 130.12780%            |
| 12/01/2030       | 155,000               | 384,400                  |                             | 384,400                   | 501,803                | 117,403            | 130.54178%            |
| 12/01/2031       | 160,000               | 383,200                  |                             | 383,200                   | 502,096                | 118,896            | 131.02703%            |
| 12/01/2032       | 165,000               | 381,800                  |                             | 381,800                   | 502,391                | 120,591            | 131.58499%            |
| 12/01/2033       | 175,000               | 385,200                  |                             | 385,200                   | 502,690                | 117,490            | 130.50113%            |
| 12/01/2034       | 180,000               | 383,200                  |                             | 383,200                   | 502,992                | 119,792            | 131.26101%            |
| 12/01/2035       | 190,000               | 386,000                  |                             | 386,000                   | 503,297                | 117,297            | 130.38784%            |
| 12/01/2036       | 195,000               | 383,400                  |                             | 383,400                   | 503,605                | 120,205            | 131.35237%            |
| 12/01/2037       | 205,000               | 385,600                  |                             | 385,600                   | 503,916                | 118,316            | 130.68361%            |
| 12/01/2038       | 215,000               | 387,400                  |                             | 387,400                   | 504,230                | 116,830            | 130.15748%            |
| 12/01/2039       | 220,000               | 383,800                  |                             | 383,800                   | 504,547                | 120,747            | 131.46101%            |
| 12/01/2040       | 230,000               | 385,000                  |                             | 385,000                   | 504,868                | 119,868            | 131.13449%            |
| 12/01/2041       | 240,000               | 385,800                  |                             | 385,800                   | 505,191                | 119,391            | 130.94645%            |
| 12/01/2042       | 250,000               | 386,200                  |                             | 386,200                   | 505,518                | 119,318            | 130.89546%            |
| 12/01/2043       | 260,000               | 386,200                  |                             | 386,200                   | 505,848                | 119,648            | 130.98094%            |
| 12/01/2044       | 270,000               | 385,800                  |                             | 385,800                   | 506,182                | 120,382            | 131.20317%            |
| 12/01/2045       | 280,000               | 385,000                  |                             | 385,000                   | 506,519                | 121,519            | 131.56327%            |
| 12/01/2046       | 295,000               | 388,800                  |                             | 388,800                   | 506,859                | 118,059            | 130.36490%            |
| 12/01/2047       | 305,000               | 387,000                  |                             | 387,000                   | 507,202                | 120,202            | 131.06001%            |
| 12/01/2048       | 320,000               | 389,800                  |                             | 389,800                   | 507,549                | 117,749            | 130.20760%            |
| 12/01/2049       | 330,000               | 387,000                  |                             | 387,000                   | 507,900                | 120,900            | 131.24022%            |
| 12/01/2050       | 345,000               | 388,800                  |                             | 388,800                   | 508,254                | 119,454            | 130.72367%            |
| 12/01/2051       | 750,000               | 780,000                  | -389,800                    | 390,200                   | 508,611                | 118,411            | 130.34626%            |
|                  | 6,720,000             | 11,891,400               | -389,800                    | 11,501,600                | 15,059,309             | 3,557,709          |                       |



#### **SOURCES AND USES OF FUNDS**

# POMPONIO TERRACE METROPOLITAN DISTRICT SUBORDINATE BONDS, SERIES 2021B Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2051 (Stated) Maturity (Full Growth + 6.00% Bi-Reassessment)\*\* [ Preliminary -- for discsussion only ]

Dated Date 12/01/2021 Delivery Date 12/01/2021

| Bond Proceeds:                                              |                           |
|-------------------------------------------------------------|---------------------------|
| Par Amount                                                  | 3,275,000.00              |
|                                                             | 3,275,000.00              |
| Uses:                                                       |                           |
|                                                             |                           |
|                                                             | 3,176,750.00              |
| Project Fund Deposits: Project Fund Delivery Date Expenses: | , ,                       |
| Project Fund Deposits: Project Fund                         | 3,176,750.00<br>98,250.00 |

<sup>[\*\*]</sup> Assumes 2.00% Bi-Reassessment thru Issuance date.



#### **BOND PRICING**

#### POMPONIO TERRACE METROPOLITAN DISTRICT SUBORDINATE BONDS, SERIES 2021B Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2051 (Stated) Maturity (Full Growth + 6.00% Bi-Reassessment)\*\* [ Preliminary -- for discsussion only ]

| Bond Component      | Maturity<br>Date | Amount    | Rate       | Yield       | Price   |
|---------------------|------------------|-----------|------------|-------------|---------|
| Term Bond due 2051: |                  |           |            |             |         |
|                     | 12/15/2051       | 3,275,000 | 7.000%     | 7.000%      | 100.000 |
|                     |                  | 3,275,000 |            |             |         |
| Dated D             | Date             | 1         | 2/01/2021  |             |         |
| Delivery            |                  |           | 12/01/2021 |             |         |
| First Co            | oupon            | 1         | 12/15/2021 |             |         |
| Par Am              | Par Amount       |           | 75,000.00  |             |         |
| Original            | Issue Discount   |           |            |             |         |
| Product             | ion              | 3,2       | 75,000.00  | 100.000000% |         |
| Underw              | riter's Discount | -         | -98,250.00 |             |         |
| Purchas             | se Price         | 3,1       | 76,750.00  | 97.000000%  |         |
| Accrued             | d Interest       |           |            |             |         |
| Net Pro             | ceeds            | 3,1       | 76,750.00  |             |         |



#### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUBJECT: Resolution approving right-of-way agreement between Adams County and Karen D. Coe,                                                                     |
| Personal Representative of the Estate of Alma V. Bannon, for property necessary for the 2018  Miscellaneous Concrete and ADA Ramps Project                      |
| FROM: Brian Staley, P.E., PTOE, Public Works                                                                                                                    |
| AGENCY/DEPARTMENT: Public Works                                                                                                                                 |
| HEARD AT STUDY SESSION ON: N/A                                                                                                                                  |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                                                                                                                       |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way. |

#### **BACKGROUND**:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Karen D. Coe, Personal Representative of the Estate of Alma V. Bannon, for dedication of road right-of-way for \$540.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

#### AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

#### **ATTACHED DOCUMENTS:**

Draft resolution Right-of-way agreement.

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| FISCAL IMPACT:                                                                |                   |                |             |
|-------------------------------------------------------------------------------|-------------------|----------------|-------------|
| Please check if there is no fiscal impact . If there is fiscal section below. | cal impact, pl    | ease fully com | plete the   |
| <b>Fund:</b> 13                                                               |                   |                |             |
| Cost Center: 3056                                                             |                   |                |             |
|                                                                               | Object<br>Account | Subledger      | Amount      |
| Current Budgeted Revenue:                                                     | 120000220         |                |             |
| Additional Revenue not included in Current Budget:                            |                   |                |             |
| Total Revenues:                                                               |                   |                |             |
|                                                                               | '                 | =              |             |
|                                                                               | Object<br>Account | Subledger      | Amoun       |
| Current Budgeted Operating Expenditure:                                       |                   |                |             |
| Add'l Operating Expenditure not included in Current Budget:                   |                   |                |             |
| Current Budgeted Capital Expenditure:                                         | 9010              | W30561827      | \$1,000,000 |
| Add'l Capital Expenditure not included in Current Budget:                     |                   |                |             |
| Total Expenditures:                                                           |                   |                | \$1,000,000 |
|                                                                               |                   | -              |             |

 $\boxtimes$  NO

⊠ NO

YES

**☐** YES

**Additional Note:** 

**New FTEs requested:** 

**Future Amendment Needed:** 

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## BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND KAREN D. COE, PERSONAL REPRESENTATIVE OF THE ESTATE OF ALMA V. BANNON, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

#### Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way the along Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7855 Conifer Road located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Karen D. Coe, Personal Representative of the Estate of Alma V. Bannon ("Parcel 17"); and,

WHEREAS, Adams County requires ownership of Parcel 17 for construction of the street improvements; and,

WHEREAS, Karen D. Coe, Personal Representative of the Estate of Alma V. Bannon, is willing to sell Parcel 17 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Karen D. Coe, Personal Representative of the Estate of Alma V. Bannon, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

#### Right-of-Way Agreement

This Agreement is made and entered into by and between **Karen D. Coe**, Personal Representative of the Estate of Alma V. Bannon, deceased, whose address is **7855 Conifer Road**, **Denver**, **CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7855 Conifer Road**, **Denver**, **CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$540.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

- The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 5. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.

- If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 7. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- 8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

| Alma V. Bannon Estate                     |                                 |   |
|-------------------------------------------|---------------------------------|---|
| By: Karen D. Coe, Personal Representative |                                 |   |
| Of the Estate of Alma V. Bannon           |                                 |   |
| Date: 02 18, 2018                         |                                 |   |
| Approved:                                 |                                 |   |
| BOARD OF COUNTY COMMISSIONERS-COU         | JNTY OF ADAMS, STATE OF COLORAL | C |
|                                           |                                 |   |
| Chair                                     | Date                            |   |
|                                           |                                 |   |
| Approved as to Form:                      |                                 |   |
|                                           |                                 |   |
| County Attorney                           |                                 |   |



#### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUBJECT: Abatements                                                                                                                                           |
| FROM: Meredith P. Van Horn, Assistant Adams County Attorney;<br>Lorena D. Boston, CBOE/Abatement Coordinator                                                  |
| AGENCY/DEPARTMENT: County Attorney's Office                                                                                                                   |
| HEARD AT STUDY SESSION ON: N/A                                                                                                                                |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                                                                                                                     |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the recommendations of the Assessor's Office for the attached abatement petitions. |

#### **BACKGROUND**:

The Assessor's Office reviewed the attached abatement petitions concerning tax years 2016 and 2017, and has agreed to the abated values for the respective accounts. The findings and recommendations of the Assessor's Office are attached hereto for approval and adoption.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Assessor's Office

#### **ATTACHED DOCUMENTS:**

Resolution

Summary Findings and Recommendations of the Assessor's Office

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#### **FISCAL IMPACT:**

| Please check if there is no fiscal section below. | impact ⊠. If     | there is fisc | al impact, pl     | ease fully com | plete the |
|---------------------------------------------------|------------------|---------------|-------------------|----------------|-----------|
| Fund:                                             |                  |               |                   |                |           |
| Cost Center:                                      |                  |               |                   |                |           |
|                                                   |                  | ŗ             |                   |                |           |
|                                                   |                  |               | Object<br>Account | Subledger      | Amount    |
| Current Budgeted Revenue:                         |                  |               |                   |                |           |
| Additional Revenue not included in                | Current Budge    | t:            |                   |                |           |
| <b>Total Revenues:</b>                            |                  |               |                   |                |           |
|                                                   |                  |               |                   | =              |           |
|                                                   |                  | <b>-</b>      |                   |                |           |
|                                                   |                  |               | Object<br>Account | Subledger      | Amount    |
| Current Budgeted Operating Expen                  | diture:          |               |                   |                |           |
| Add'l Operating Expenditure not in                |                  | nt Budget:    |                   |                |           |
| Current Budgeted Capital Expendit                 |                  |               |                   |                |           |
| Add'l Capital Expenditure not inclu               | ded in Current I | Budget:       |                   |                |           |
| <b>Total Expenditures:</b>                        |                  |               |                   | _              |           |
|                                                   |                  |               |                   | -<br>-         |           |
| New FTEs requested:                               | YES              | □NO           |                   |                |           |
| <b>Future Amendment Needed:</b>                   | YES              | □ NO          |                   |                |           |
| Additional Note:                                  |                  |               |                   |                |           |

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## RESOLUTION APPROVING ABATEMENT PETITIONS AND AUTHORIZING THE REFUND OF TAXES FOR ACCOUNT NUMBERS P0029127, P0028280, P0035586, P0035593, R0002852 AND R0190885

WHEREAS, pursuant to C.R.S. § 39-1-113, the Board of County Commissioners may approve abatement petitions concerning property tax assessment and may refund taxes associated therewith; and,

WHEREAS, the attached petitions for account numbers P0029127, P0028280, P0035586, P0035593, R0002852 and R0190885 have been processed, reviewed and approved by the Adams County Assessor's Office; and,

WHEREAS, information regarding the initial assessed value and the justification for reduction in assessed value and refund of taxes is included for each property in the documentation attached; and,

WHEREAS, it is the recommendation of the Assessor's Office that these petitions be approved and refunds be issued by the Board of County Commissioners; and,

WHEREAS, for account numbers P0029127 and R0190885, approval by the Board of County Commissioners shall be forwarded as a recommendation to the Colorado Property Tax Administrator for review and approval as required by C.R.S. §§ 39-1-113(3) and 39-2-116.

NOW, THERFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the abatement petitions for account numbers P0029127, P0028280, P0035586, P0035593, R0002852 and R0190885 are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the resolution approving the petitions for account numbers P0029127 and R0190885 be forwarded, for review, to the Colorado Property Tax Administrator to approve the abatement petitions for the Properties.

## **APPROVED**

## RECEIVED

NOV 1 5 2018

Office of the Adams County Attorney

|                 | ABATEMENT FO | R TAX YEAR: | 2017    |              |
|-----------------|--------------|-------------|---------|--------------|
|                 | TODAYS DATE  | 10/30/18    |         |              |
| BUSINESS NAME:  | Ascent Solar |             |         |              |
| ACCOUNT NUMBER: | P0029127     |             |         |              |
| PARCEL NUMBER:  |              |             |         |              |
|                 | ACTUAL       | ASSESSED    | MILL    | TAX          |
|                 | VALUE        | VALUE       | LEVY    | DOLLARS      |
| ORIGINAL VALUE  | \$5,542,622  | \$1,607,360 | 104.624 | \$168,168.43 |
| REVISED VALUE   | \$3,377,851  | \$979,580   | 104.624 | \$102,487.58 |
| ABATED VALUE    | \$2,164,771  | \$627,780   | 104.624 | \$65,680.85  |
|                 |              |             |         |              |
| ADDED A         | SSESSMENT FO | R TAX YEAR: |         |              |
| BUSINESS NAME:  |              |             |         |              |
| ACCOUNT NUMBER: |              |             |         |              |
| PARCEL NUMBER:  |              |             |         |              |
|                 | ACTUAL       | ASSESSED    | MILL    | TAX          |
| 3.              | VALUE        | VALUE       | LEVY    | DOLLARS      |
| ORIGINAL VALUE  |              | \$0         |         | \$0.00       |
| REVISED VALUE   |              | \$0         | 0       | \$0.00       |
| ADDED VALUE     | \$0          | \$0         | 0       | \$0.00       |

PETITION FOR ABATEMENT OR REFUND OF TAKES EIVED Date Received (Use Assessor's or Complissione's Date (1) Section I: Petitioner, please complete Section I only. OFFICE OF THE 30 ADAMS COUNTY ASSESSOR Petitioner's Mailing Address: City or Town PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY SCHEDULE OR PARCEL NUMBER(S) 12300 Grant Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year \_\_\_\_ are incorrect for the following reasons: (Briefly describ the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, are incorrect for the following reasons: (Briefly describe why clerical error, or overvaluation. Attach additional sheets if necessary.) 377,851(2017) Petitioner's estimate of value: I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complet Petitioner's Signature Daytime Phone Number ( By Agent's Signature\* Printed Name: Email \*Letter of agency must be attached when petition is submitted by an agent. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S. Assessor's Recommendation Section II: Abate/Refund Assessor recommends approval as outlined above. If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S. Protest? No Yes (If a protest was filed, please attach a copy of the NQD.) Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature

15-DPT-AR No. 920-66/17

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY (Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

| Section III: Written Mu                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | itual Agreeme<br>Only fo                    | ent of Assertants u                       | essor and Petitioner<br>p to \$10,000)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| The Commissioners of to review petitions for abatement abatement or refund in an amou property, in accordance with § 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | int of \$10,000 or I<br>9-1-113(1.5), C.F   | settle by writ<br>less per tract,<br>R.S. | parcel, or lot of land or per s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | uch petition for chedule of personal   |
| The Assessor and Petitioner i                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | nutually agree to                           | o the values                              | and tax abatement/refund (                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ot:                                    |
| Tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Year                                        |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             | Tau                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |
| <u>Actual</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>Assessed</u>                             | <u>Tax</u>                                | •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                        |
| Original                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                             |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ì                                      |
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| Corrected                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <del></del>                                 |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |
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| Note: The total tax amount does not inc<br>applicable. Please contact the County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                             |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | quent tax payments, if                 |
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| Section IV: D<br>(Must be completed if Section III does                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             | e County C                                | commissioners                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | '                                      |
| WHEREAS, the County Commi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ssioners of                                 |                                           | County, State of Colorado                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | o, at a duly and lawfully              |
| called regular meeting held on                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                             |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | • • •                                  |
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| with notice of such meeting and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | an opportunity to                           | be present h                              | aving been given to the Petit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | tioner and the Assessor                |
| of said County and Assessor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             | ·                                         | /being pres                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | entnot present) and                    |
| of said County and Assessor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             | Name                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | one neeprocessy and                    |
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| Name County Commissioners have ca NOW BE IT RESOLVED that the and that the petition be (approv                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | refully considere<br>e Board <i>(agrees</i> | does not ag                               | ree) with the recommendation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | on of the Assessor,                    |
| Year Assessed Value                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Taxes Abate/Refun                           | d .                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |
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| I,in and for the aforementioned c record of the proceedings of the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ounty, do hereby                            | certify that th                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |
| IN WITNESS WHEREOF, I hav                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | e hereunto cet m                            | v hand and a                              | ffived the seal of said County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ,                                      |
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| Note: Absternants                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | O nan anhadista - ac-ii                     | ana municipal sa sa b                     | mitted in dualitants to the December 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | a Administratos f                      |
| Note: Abatements greater than \$10,00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | o per scriedule, per y                      | ear, must de sub                          | milited in duplicate to the Property 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ax Authinistrator for review.          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |
| Section V:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                             |                                           | Fax Administrator<br>er than \$10,000)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | :                                      |
| The action of the Board of Cour                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | nty Commissione                             | re relative to                            | this netition is hereby                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                        |
| ☐ Approved ☐ Approved in p                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | •                                           |                                           | · · · · · · · · · · · · · · · · · · ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| The state of the s | αιιφ                                        | l                                         | The prince for the following re                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | asuli(s).                              |
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APPROVED

RECEIVED

OCT 3 0 2018

Office of the Adams County Attorney

| ABATEMENT FOR TAX YEAR:                         |                  |                  | 2016        |                                       |
|-------------------------------------------------|------------------|------------------|-------------|---------------------------------------|
|                                                 | TODAYS DATE      | 09/21/18         |             |                                       |
| BUSINESS NAME:                                  | Elite Roll Off S | Service          |             |                                       |
| ACCOUNT NUMBER:                                 | P0028280         |                  |             | , ,                                   |
| PARCEL NUMBER:                                  |                  |                  |             |                                       |
|                                                 | ACTUAL           | ASSESSED         | MILL        | TAX                                   |
|                                                 | VALUE            | VALUE            | LEVY        | DOLLARS                               |
| ORIGINAL VALUE                                  | \$328,305        | \$95,210         | 90.618      | \$8,627.74                            |
| REVISED VALUE                                   | \$0              | \$0              | 90.618      | \$0.00                                |
| ABATED VALUE                                    | \$328,305        | \$95,210         | 90.618      | \$8,627.74                            |
| Provide your reason for Erroneous assessment be |                  | t/Added in the s | pace below: | · · · · · · · · · · · · · · · · · · · |
| Enoneous assessment b                           | y our onice.     |                  | +           |                                       |
|                                                 |                  |                  |             |                                       |
|                                                 |                  |                  |             |                                       |
|                                                 |                  |                  |             |                                       |
|                                                 | •                |                  | •           |                                       |
|                                                 |                  |                  |             |                                       |
| •                                               |                  |                  | •           |                                       |
|                                                 | •                |                  |             |                                       |
| ADDED AS                                        | SSESSMENT FO     | OR TAX YEAR:     |             |                                       |
| -                                               |                  |                  |             | · · · · · · · · · · · · · · · · · · · |
| BUSINESS NAME:                                  |                  |                  | <del></del> | · · · · · · · · · · · · · · · · · · · |
| ACCOUNT NUMBER:                                 |                  |                  |             |                                       |
| PARCEL NUMBER:                                  |                  |                  |             |                                       |
| <i></i>                                         | ACTUAL           | ASSESSED         | MILL        | TAX                                   |
|                                                 | VALUE            | VALUE            | LEVY        | DOLLARS                               |
| ORIGINAL VALUE                                  |                  | \$0              |             | \$0.00                                |
| REVISED VALUE                                   |                  | \$0              | 0           | \$0.00                                |
| ADDED VALUE                                     | \$0              | \$0              | 0           | \$0.00                                |

| AE                                                 | BATEMENT FO      | R TAX YEAR:     | 2017         |            |
|----------------------------------------------------|------------------|-----------------|--------------|------------|
| T                                                  | ODAYS DATE       | 09/21/18        |              |            |
| BUSINESS NAME:                                     | Elite Roll Off S | ervice          |              |            |
| ACCOUNT NUMBER:                                    | P0028280         | •               |              |            |
| PARCEL NUMBER:                                     |                  |                 |              |            |
|                                                    | ACTUAL           | ASSESSED        | MILL         | TAX        |
|                                                    | VALUE            | VALUE           | LEVY         | DOLLARS    |
| ORIGINAL VALUE                                     | \$319,862        | \$92,760        | 87.675       | \$8,132.73 |
| REVISED VALUE                                      | \$0              | \$0             | 87.675       | \$0.00     |
| ABATED VALUE                                       | \$319,862        | \$92,760        | 87.675       | \$8,132.73 |
|                                                    |                  |                 |              |            |
| Provide your reason for<br>Erroneous assessment by |                  | /Added in the s | space below: | <u> </u>   |
|                                                    |                  |                 |              |            |
|                                                    |                  |                 |              |            |
| ADDED AS:                                          | SESSMENT FO      | R TAX YEAR:     |              |            |
| ACCOUNT NUMBER:                                    |                  |                 | <u> </u>     |            |
| PARCEL NUMBER:                                     |                  |                 |              |            |
|                                                    | ACTUAL           | ASSESSED        | MILL         | TAX        |
|                                                    | VALUE            | VALUE           | LEVY         | DOLLARS    |
| ORIGINAL VALUE                                     |                  | \$0             |              | \$0.00     |
| REVISED VALUE                                      |                  | \$0             | 0            | \$0.00     |
| ADDED VALUE                                        | \$0              | \$0             | 0            | \$0.00     |

| PETITI                                                                                                                                             | ON FOR AB                                                             | ATEMENT O                                                               | R REFUND C                                                                            | F TAXES                                                 | , ,                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|
| County: Adam                                                                                                                                       | <u> </u>                                                              |                                                                         | Date Rece<br>(Use Assess                                                              | eived                                                   | 20 / 8<br>ners' Date Stamp)                             |
| Section I: Petitioner, pleas                                                                                                                       | e complete Sect                                                       | ion I only.                                                             |                                                                                       |                                                         |                                                         |
| Date: 7 30<br>Month Day                                                                                                                            |                                                                       |                                                                         |                                                                                       |                                                         |                                                         |
| Petitioner's Name: E/i'A                                                                                                                           | E Roll of                                                             | F. SEKUL                                                                | ces / Ly                                                                              | na Smi                                                  | that                                                    |
| Petitioner's Mailing Address:  Commence City or Town                                                                                               | P.O Box                                                               | <u>- 171                                  </u>                          | ······································                                                | 0000                                                    | y                                                       |
| COMMERCE                                                                                                                                           | City                                                                  | State                                                                   |                                                                                       | <u> </u>                                                | <del></del>                                             |
| SCHEDULE OR PARCEL NUM<br>0/72/282 000                                                                                                             | 18                                                                    |                                                                         | Property                                                                              |                                                         |                                                         |
|                                                                                                                                                    |                                                                       |                                                                         |                                                                                       |                                                         |                                                         |
| Petitioner requests an abater<br>above property for property to<br>describe why the taxes have<br>levying, clerical error or over-                 | ment or refund of ax year(s) 2017 been levied erron raluation. Attach | the appropriate ta: 7 and 20/6 eously of illegally, additional sheets i | kes and states that<br>are incorrect for the<br>whether due to error<br>f necessary.) | the taxes asses<br>ne following reas<br>neous valuation | sed against the<br>sons: (Briefly<br>n, irregularity in |
|                                                                                                                                                    |                                                                       |                                                                         |                                                                                       |                                                         |                                                         |
|                                                                                                                                                    | •                                                                     |                                                                         |                                                                                       |                                                         |                                                         |
|                                                                                                                                                    |                                                                       |                                                                         |                                                                                       |                                                         |                                                         |
|                                                                                                                                                    |                                                                       | <u>a</u>                                                                | 8017.                                                                                 | 0                                                       | . DAW.                                                  |
| Petitioner's estimate of val                                                                                                                       | ue: \$                                                                | Value (a                                                                | 2017) and \$                                                                          | Value                                                   | ( <u>20 1(6)</u><br>Year                                |
| I declare, under penalty of pe<br>or statements, has been prep<br>true correct, and complete.  Petitioner's Sig                                    | k                                                                     | Daytim                                                                  | petition, together we best of my knowle e Phone Number                                | 303 <sub>1</sub> -287                                   | -7800                                                   |
| Ву                                                                                                                                                 | •                                                                     |                                                                         | e Phone Number (_                                                                     |                                                         |                                                         |
| Agent's Signa                                                                                                                                      | ture*                                                                 | Email                                                                   |                                                                                       |                                                         | (                                                       |
|                                                                                                                                                    |                                                                       | -                                                                       |                                                                                       |                                                         | <del></del>                                             |
| "Letter of agency must be attache  If the Board of County Commissiona denles the petition for refund or abat to the provisions of § 39-2-125, C.R. | rs, pursuant to § 39-1<br>ement of taxes in who                       | 0-114(1), C.R.S., or the<br>or in part, the Petiti                      | e Property Tax Administ<br>oner may appeal to the i                                   | Board of Assessme                                       |                                                         |
| Section It:                                                                                                                                        |                                                                       | sor's Recomn                                                            |                                                                                       | · · · · · · · · · · · · · · · · · · ·                   |                                                         |
| 3                                                                                                                                                  | ax Year 20/87                                                         | 2017                                                                    |                                                                                       | ear 2016                                                | Į                                                       |
| Actual                                                                                                                                             | Assessed                                                              | <u>Tax</u>                                                              | Actual                                                                                | Assessed                                                | <u>Tax</u>                                              |
| Original 319862                                                                                                                                    | 92760                                                                 | 8627.74                                                                 | 328305                                                                                | 95210                                                   | 8677.74                                                 |
| Corrected                                                                                                                                          | 0                                                                     | 0                                                                       | 0                                                                                     | 0                                                       | 0                                                       |
|                                                                                                                                                    | 92760                                                                 | 8627.74                                                                 | 328305                                                                                | 95210                                                   | 8671.74                                                 |
| ☑ Assessor recommends a                                                                                                                            |                                                                       |                                                                         |                                                                                       |                                                         |                                                         |
| If the request for abatement is based                                                                                                              | upon the grounds of                                                   | overvaluation, no abai                                                  |                                                                                       |                                                         |                                                         |
| protest to such valuation has been fil                                                                                                             |                                                                       | termination has been                                                    | mailed to the taxpayer,                                                               | § 39-10-114(1)(a)(l)                                    | (D), C.R.S.                                             |
| Tax year: <u>QO//Q</u> Protest?<br>Tax year: <u>QO//</u> Protest?                                                                                  | ZINO<br>ZINO                                                          | _                                                                       | st was filed, please atta<br>st was filed, please atta                                | · -                                                     | ĺ                                                       |
| Assessor recommends of                                                                                                                             | lenial for the follo                                                  | owing reason(s):                                                        |                                                                                       |                                                         |                                                         |
|                                                                                                                                                    |                                                                       | /                                                                       |                                                                                       | AF                                                      | CEIVED                                                  |
| •                                                                                                                                                  |                                                                       | $\checkmark$                                                            | Later                                                                                 | sor DebutyAsses                                         | sor's Syment of S                                       |
| 15-DPT-AR No. 920-66/15                                                                                                                            |                                                                       |                                                                         |                                                                                       | $\sim / s$                                              | 7 7 7 2018                                              |

OFFICE OF THE ADAMS COUNTY ASSESSOR

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY (Section IV must be completed)

Every pelition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

|                                                     |                                              | Written Mutual<br>(Onl                             | ly for abatements ι                                 | p to \$2,500)                             |                                                                 |                                       |
|-----------------------------------------------------|----------------------------------------------|----------------------------------------------------|-----------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------|---------------------------------------|
| abatement or rel<br>property, in acco               | ns for abate<br>fund in an a<br>ordance with | mount of \$2,500 o<br>n§ 39-1-113(1.5), i          | d to settle by wri<br>r less per tract, ;<br>C.R.S. | tten mutual agree<br>parcel, or lot of la | essor by Resolution<br>ement any such pet<br>nd or per schedule | ition for                             |
| The Assessor a                                      | ınd Petitior                                 | er mutually agre                                   | e to the values                                     | and tax abateme                           | ent/refund of:                                                  |                                       |
|                                                     |                                              | Tax Year                                           | <u> </u>                                            | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1     | Tax Year                                                        | <u>.</u>                              |
| •                                                   | <u>Actual</u>                                | Assessed                                           | <u>Tax</u>                                          | <u>Actual</u>                             | Assessed                                                        | <u>Tax</u>                            |
| Original                                            |                                              |                                                    | - <del> </del>                                      | <del></del>                               | · · · · · · · · · · · · · · · · · · ·                           |                                       |
| Corrected                                           |                                              |                                                    | :                                                   | · <del></del>                             |                                                                 |                                       |
| bate/Refund                                         |                                              |                                                    |                                                     | ·                                         |                                                                 | _                                     |
|                                                     |                                              | t include accrued interently Treasurer for full pa |                                                     | es associated with lat                    | e and/or delinquent tax                                         | payments, if                          |
| 'etitioner's Signatu                                | re D                                         | ate                                                | · .                                                 |                                           |                                                                 |                                       |
| ssessor's or Depu                                   | ty Assessor's                                | Signature                                          | <del></del>                                         | Date                                      |                                                                 | · · · · · · · · · · · · · · · · · · · |
|                                                     |                                              |                                                    |                                                     |                                           |                                                                 |                                       |
|                                                     | -                                            | on                                                 |                                                     |                                           | of Colorado, at a do<br>e present the follov                    | -                                     |
| rith notice of suc<br>f said County an<br>etitioner |                                              |                                                    | Name                                                | (/                                        | to the Petitioner ar<br>being presentno<br>ent), and WHEREA     | t present) and                        |
| ounty Commissi<br>OW BE IT RES                      | ioners have<br>OLVED, tha                    |                                                    | ed the within pe                                    | tition, and are ful<br>ree) with the reco | ly advised in relation                                          | on thereto,                           |
| ear Asses                                           | sed Value                                    | Taxes Abate/Refu                                   | ınd Yea                                             | r Assessed                                | Value Taxes                                                     | Abate/Refund ,                        |
|                                                     |                                              |                                                    |                                                     |                                           |                                                                 |                                       |
|                                                     |                                              |                                                    | Chairpe                                             | rson of the Board o                       | f County Commission                                             | ers' Signature                        |
|                                                     |                                              | County<br>county, do hereby<br>he Board of County  | y Clerk and Ex-c                                    | fficio Clerk of the<br>above and foreg    | Board of County (<br>oing order is truly o                      | Commissioners                         |
| WITNESS WHI                                         | EREOF, I h                                   | ave hereunto set n                                 | ny hand and affi                                    | xed the seal of sa                        | aid County                                                      |                                       |
|                                                     | -                                            | Month                                              | Year                                                | County Clerk                              | s's or Deputy County C                                          | lerk's Signature                      |
| . *                                                 | . '                                          |                                                    |                                                     |                                           | 4 4 11 11 4                                                     |                                       |
| e: Abatements gre                                   | ater than \$10,                              | 000 per schedule, per y                            | /ear, must be submi                                 | ted in duplicate to the                   | Property Tax Adminis                                            | rator for review.                     |
| e: Abatements gre                                   | ater than \$10,                              | Action of the                                      |                                                     | x Administra                              |                                                                 | trator for review.                    |

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Office of the Adams County Attorney

## APPROVED

| A                                             | 2017           |                |              |            |
|-----------------------------------------------|----------------|----------------|--------------|------------|
| -                                             | TODAYS DATE    | 07/11/18       |              |            |
| BUSINESS NAME:                                | OAKRIVER TE    | CHNOLOGY       |              |            |
| ACCOUNT NUMBER:                               | P0035586       |                | •            |            |
| PARCEL NUMBER:                                | ·              |                |              |            |
|                                               | ACTUAL         | ASSESSED       | MILL         | TAX        |
|                                               | VALUE          | VALUE          | LEVY         | DOLLARS    |
| ORIGINAL VALUE                                | \$200,000      | \$58,000       | 130.097      | \$7,545.63 |
| REVISED VALUE                                 | \$0            | \$0            | 130.097      | \$0.00     |
| ABATED VALUE                                  | \$200,000      | \$58,000       | 130.097      | \$7,545.63 |
| Provide your reason for Erroneous assessment. | r the Abatemen | t/Added in the | space below: |            |
|                                               |                |                |              |            |
|                                               |                |                |              | :          |
|                                               |                |                |              |            |
|                                               |                | •              |              |            |
| ·                                             |                | •              |              |            |
|                                               |                |                | ·            |            |
| ADDED AS                                      | SSESSMENT FO   | OR TAX YEAR:   |              |            |
| BUSINESS NAME:                                |                |                |              |            |
| ACCOUNT NUMBER:                               |                |                |              |            |
| PARCEL NUMBER:                                |                |                |              |            |
|                                               | ACTUAL         | ASSESSED       | MILL         | TAX        |
|                                               | VALUE          | VALUE          | LEVY         | DOLLARS    |
| ORIGINAL VALUE                                |                | \$0            |              | \$0.00     |
| REVISED VALUE                                 |                | \$0            | 0            | \$0.00     |
| ADDED VALUE                                   | \$0            | \$0            | 0            | \$0.00     |

PETITION FOR ABATEMENT OR REFUND OF TAXES RECEIVED **Date Received** (Use Assessor's or Commissioners' Date Stamp) Section I: Petitioner, please complete Section I only. JUL 24 2018 OFFICE OF THE Petitioner's Mailing Address: \_\_\_ SCHEDULE OR PARCEL NUMBER(S) PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY <u> Poo 35586</u> WindSOR Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above properly for the properly tax year 2017 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

We do not, of did not have any ferson freferty atthis location or in Adams country, culoredo. Petitioner's estimate of value: I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is Daytime Phone Number (65) 395-5063
Email Nellicka Par. com Daytime Phone Number ( Agent's Signature Printed Name: NATHAN ELLECK Email \*Letter of agency must be attached when petition is submitted by an agent. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for retund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S. Assessor's Recommendation Section II: (For Assessor's Use Only) X Assessor recommends approval as outlined above. If the request for abatement is based upon the grounds of overvaluation, no abatement or retund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S. Protest? No Yes (if a protest was filed, please attach a copy of the NOD.) Assessor recommends denial for the following reason(s):

15-DPT-AR No. 920-66/17

Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY (Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

| Section III: Written                                                     |                                                   | nt of Assessor and Petitic                                                                                                            | oner                                                    |
|--------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| abatement or refund in an a<br>property, in accordance with              | mount of \$10,000 or le<br>n § 39-1-113(1.5), C.R | County authorize the Assesso settle by written mutual agreeme ses per tract, parcel, or lot of land. S. the values and tax abatement/ | nt any such petition for<br>or per schedule of personal |
|                                                                          | Tax Year                                          |                                                                                                                                       |                                                         |
| Actual                                                                   | Assessed                                          | <u>Tax</u>                                                                                                                            | Į                                                       |
| Original                                                                 |                                                   |                                                                                                                                       |                                                         |
| Corrected                                                                |                                                   | <u></u>                                                                                                                               |                                                         |
|                                                                          |                                                   | •                                                                                                                                     |                                                         |
| Abate/Refund                                                             |                                                   |                                                                                                                                       |                                                         |
| Note: The total tax amount does no<br>applicable. Please contact the Con |                                                   | penalties, and fees associated with late a<br>ent Information,                                                                        | nd/or delinquent tax payments, if                       |
| · · · · · · · · · · · · · · · · · · ·                                    |                                                   |                                                                                                                                       | <u> </u>                                                |
| Petitioner's Signature                                                   |                                                   | Date                                                                                                                                  |                                                         |
| Assessor's or Deputy Assessor'                                           | s Signature                                       | Date                                                                                                                                  |                                                         |
| Zatato da Bapata Massassi                                                | o eignotato                                       |                                                                                                                                       | <u> </u>                                                |
| Section IV:<br>(Must be completed if Section III                         |                                                   | County Commissioners                                                                                                                  |                                                         |
| WHEREAS, the County Cor                                                  | nmissioners of                                    | County, State of 0                                                                                                                    | Colorado, at a duly and lawfully                        |
| called regular meeting held                                              |                                                   | _, at which meeting there were p                                                                                                      | resent the following members:                           |
|                                                                          | Month Day Year                                    |                                                                                                                                       | Î                                                       |
|                                                                          |                                                   |                                                                                                                                       |                                                         |
| with notice of such meeting                                              | and an opportunity to                             | be present having been given to                                                                                                       | the Petitioner and the Assessor                         |
| of said County and Assesso                                               | or                                                | Name (be)                                                                                                                             | ng presentnot present) and                              |
| Petitioner                                                               |                                                   | Name<br>(being presentnot present                                                                                                     |                                                         |
| County Commissioners hav<br>NOW BE IT RESOLVED th                        | at the Board (agrees-                             | the within petition, and are fully a<br>does not agree) with the recomp<br>part-denied) with an abatement                             | mendation of the Assessor,                              |
| Year Assessed Value                                                      | Taxes Abate/Refund                                | <del></del>                                                                                                                           |                                                         |
|                                                                          |                                                   | Chairperson of the Board of                                                                                                           | f County Commissioners' Signature                       |
| i                                                                        | County C                                          | Clerk and Ex-Officio Clerk of the E                                                                                                   | Roard of County Commissioners                           |
|                                                                          | ed county, do hereby o                            | certify that the above and foregoin                                                                                                   | •                                                       |
| IN WITNESS WHEREOF, I                                                    | have hereunto set my                              | hand and affixed the seal of said                                                                                                     | I County                                                |
|                                                                          | Month                                             | Year                                                                                                                                  |                                                         |
|                                                                          |                                                   | County Clerk's                                                                                                                        | or Deputy County Clerk's Signature                      |
| Note: Abatements greater than \$1                                        | 10,000 per schedule, per ye                       | ar, must be submitted in duplicate to the i                                                                                           | Property Tax Administrator for review.                  |
|                                                                          |                                                   |                                                                                                                                       |                                                         |
| Section V:                                                               |                                                   | Property Tax Administrate stements greater than \$10,000)                                                                             | or .                                                    |
|                                                                          |                                                   | s, relative to this petition, is hereb                                                                                                | - I                                                     |
| Secretary's Signature                                                    |                                                   | Property Tax Administrator's Signature                                                                                                | Date                                                    |
|                                                                          |                                                   |                                                                                                                                       | ·                                                       |

15-DPT-AR No. 920-66/17

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Office of the Adams County Attorney

# APPROVED

|                          | ABATEMENT FO     | R TAX YEAR:                           | 2017        |            |
|--------------------------|------------------|---------------------------------------|-------------|------------|
|                          | TODAYS DATE      | 08/29/18                              |             |            |
| BUSINESS NAME:           | Bright Star Kie  | ds Dentistry                          |             |            |
| ACCOUNT NUMBER:          | P0035593         |                                       |             | -          |
| PARCEL NUMBER:           |                  |                                       |             |            |
|                          | ACTUAL           | ASSESSED                              | MILL        | TAX        |
|                          | VALUE            | VALUE                                 | LEVY        | DOLLARS    |
| ORIGINAL VALUE           | \$258,483        | \$74,960                              | 123.08      | \$9,226.08 |
| REVISED VALUE            | \$111,052        | \$32,210                              | 123.08      | \$3,964.41 |
| ABATED VALUE             | \$147,431        | \$42,750                              | 123.08      | \$5,261.67 |
|                          | -                |                                       | ,           |            |
|                          | **               | `.                                    |             |            |
| Provide your reason fo   | or the Abatement | t/Added in the s                      | pace below: |            |
| Taxpayer error. Real pro |                  |                                       |             | ssessed.   |
|                          | .*               |                                       |             |            |
|                          |                  |                                       |             |            |
|                          |                  |                                       |             |            |
|                          |                  |                                       |             |            |
|                          |                  |                                       |             |            |
|                          |                  |                                       |             |            |
| ,                        |                  |                                       |             |            |
|                          | •                |                                       |             | A          |
|                          | <u> </u>         |                                       |             | Y/A        |
|                          | · ·              |                                       |             | r          |
| ADDED A                  | SSESSMENT FO     | OR TAX YEAR:                          |             |            |
|                          |                  |                                       |             |            |
| BUSINESS NAME:           |                  |                                       |             |            |
| ACCOUNT NUMBER:          |                  |                                       |             |            |
| PARCEL NUMBER:           |                  |                                       |             |            |
|                          | ACTUAL           | ASSESSED                              | MILL        | TAX        |
|                          | VALUE            | VALUE                                 | LEVY        | DOLLARS    |
| ORIGINAL VALUE           |                  | \$0                                   |             | \$0.00     |
| REVISED VALUE            |                  | \$0                                   | 0           | \$0.00     |
| ADDED VALUE              | \$0              | · · · · · · · · · · · · · · · · · · · | 0           | \$0.00     |

#### PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED

| County: ADAMS                                                                                                                                                                                                                                                                                                             | Date Received                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Section I: Petitioner, please complete Section I only.                                                                                                                                                                                                                                                                    | OFFICE OF THE                                                                                                                     |
| Date: 04 16 2018  Month Day Year                                                                                                                                                                                                                                                                                          | ADAMS COUNTY ASSESSOR                                                                                                             |
| Petitioner's Name: BRIGHT STAR KI.                                                                                                                                                                                                                                                                                        | SC DENTISTRY                                                                                                                      |
| Petitioner's Mailing Address: <u>13611 £ 10</u>                                                                                                                                                                                                                                                                           | 40h AUR, UNIT 500                                                                                                                 |
| COMMERCE CITY CO                                                                                                                                                                                                                                                                                                          | 80022                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                           | Zip Code  S OR LEGAL DESCRIPTION OF PROPERTY  104 BL AUF 12017 500                                                                |
| COMMERCE                                                                                                                                                                                                                                                                                                                  | E CITY, CO 80022                                                                                                                  |
| Petitioner requests an abatement or refund of the appropriate t<br>above property for the property tax year are inco<br>the taxes have been levied erroneously or illegally, whether du<br>clerical error, or overvaluation. Attach additional sheets if nece                                                             | rrect for the following reasons: (Briefly describe why<br>e to erroneous valuation, irregularity in levying,                      |
| Petitioner's estimate of value: \$\frac{111052}{\text{Value}}                                                                                                                                                                                                                                                             | ( <u>2017</u> )<br>Year                                                                                                           |
| I declare, under penalty of perjury in the second degree, that the or statements, has been prepared or examined by me, and to the true, correct, and complete.                                                                                                                                                            | is petition, together with any accompanying exhibits<br>he best of my knowledge, information, and belief, is                      |
| Patitioner's Signature                                                                                                                                                                                                                                                                                                    | e Phone Number (303) 731-7247<br>Cmusanjes a yalvoo. Com                                                                          |
| By Daytim Agent's Signature*                                                                                                                                                                                                                                                                                              | e Phone Number ()                                                                                                                 |
| Printed Name: Email_                                                                                                                                                                                                                                                                                                      |                                                                                                                                   |
| *Letter of agency must be attached when petition is submitted by an age If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or denies the petition for refund or abatement of taxes in whote or in part, the Pet to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any su | the Property Tax Administrator, pursuant to § 39-2-116, C.R.S.,<br>Itioner may appeal to the Board of Assessment Appeals pursuant |
| Assessor's Recomme                                                                                                                                                                                                                                                                                                        |                                                                                                                                   |
| Assessor recommends approval as outlined above.  If the request for abatement is based upon the grounds of overvaluation, no a to such valuation has been filed and a Notice of Determination has been mails.  Tax year?  Protest?  No   Yes (If a protest was filed,                                                     |                                                                                                                                   |
| Assessor recommends denial for the following reason                                                                                                                                                                                                                                                                       | S):  Assessor's or Dynaty Assessor's Signature                                                                                    |

15-DPT-AR No. 920-66/17

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY (Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

| Section III: Writte                                              |                                                 | nent of Assessor and Petitioner for abatements up to \$10,000)                                                                                                                                                                    |
|------------------------------------------------------------------|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| abatement or refund in an property, in accordance wi             | amount of \$10,000 or<br>th § 39-1-113(1.5), C. | County authorize the Assessor by Resolution No. to settle by written mutual agreement any such petition for r less per tract, parcel, or lot of land or per schedule of personal .R.S. to the values and tax abatement/refund of: |
| I lia Yoogooni alin Létin                                        | moi mutuany agree                               | to the values and tax apatements of the values and tax apatements of the                                                                                                                                                          |
|                                                                  | Tax Year                                        |                                                                                                                                                                                                                                   |
| <u>Actual</u>                                                    | <u>Assessed</u>                                 | <u>Tax</u>                                                                                                                                                                                                                        |
| Original                                                         |                                                 |                                                                                                                                                                                                                                   |
| Corrected                                                        |                                                 |                                                                                                                                                                                                                                   |
| Abate/Refund                                                     |                                                 |                                                                                                                                                                                                                                   |
| Apate/(Atdild                                                    |                                                 |                                                                                                                                                                                                                                   |
| Note: The total tax amount does applicable. Please contact the C |                                                 | st, penalties, and fees associated with late and/or delinquent tax payments, if<br>yment information.                                                                                                                             |
| Petitioner's Signature                                           |                                                 | Date                                                                                                                                                                                                                              |
| Assessor's or Deputy Assesso                                     | or's Signature                                  | Date                                                                                                                                                                                                                              |
|                                                                  |                                                 |                                                                                                                                                                                                                                   |
| Section IV:<br>(Must be completed if Section                     | III does not apply)                             | ne County Commissioners  County, State of Colorado, at a duly and lawfully                                                                                                                                                        |
|                                                                  |                                                 | County, State of Colorado, at a duly and lawfully, at which meeting there were present the following members:                                                                                                                     |
| called regular meeting nei                                       |                                                 | , at which meeting there were present the following members:                                                                                                                                                                      |
| with notice of such meetin                                       | a and an apportunity t                          | to be present having been given to the Petitioner and the Assessor                                                                                                                                                                |
|                                                                  |                                                 |                                                                                                                                                                                                                                   |
| or ourse ordiney and resource                                    |                                                 | Name                                                                                                                                                                                                                              |
| Petitioner                                                       | Name                                            | (being presentnot present), and WHEREAS, the said                                                                                                                                                                                 |
| NOW BE IT RESOLVED t                                             | hat the Board (agrees                           | ed the within petition, and are fully advised in relation thereto,  s-does not agree) with the recommendation of the Assessor,  in part-denied) with an abatement/refund as follows:                                              |
|                                                                  |                                                 | · ´                                                                                                                                                                                                                               |
| Year Assessed Value                                              | Taxes Abate/Refu                                | und                                                                                                                                                                                                                               |
|                                                                  |                                                 | Chairperson of the Board of County Commissioners' Signature                                                                                                                                                                       |
| 1.                                                               | Counts                                          | y Clerk and Ex-Officio Clerk of the Board of County Commissioners                                                                                                                                                                 |
| in and for the aforemention record of the proceedings            | ned county, do hereby                           | y certify that the above and foregoing order is truly copied from the                                                                                                                                                             |
| IN WITNESS WHEREOF,                                              | I have hereunto set n                           | my hand and affixed the seal of said County                                                                                                                                                                                       |
| this day of_                                                     |                                                 | <u>,</u> ,                                                                                                                                                                                                                        |
|                                                                  | Month                                           | Year                                                                                                                                                                                                                              |
|                                                                  |                                                 | County Clerk's or Deputy County Clerk's Signature                                                                                                                                                                                 |
| Note: Abatements greater than                                    | \$10,000 per schedule, per                      | year, must be submitted in duplicate to the Property Tax Administrator for review.                                                                                                                                                |
| groater clair                                                    | par annound has                                 | ,                                                                                                                                                                                                                                 |
|                                                                  |                                                 |                                                                                                                                                                                                                                   |
| Section V:                                                       | Action of the                                   | e Property Tax Administrator<br>abatements greater than \$10,000)                                                                                                                                                                 |
| The action of the Board of                                       | County Commissione                              | ers, relative to this petition, is hereby                                                                                                                                                                                         |
|                                                                  |                                                 | Denied for the following reason(s):                                                                                                                                                                                               |
|                                                                  |                                                 |                                                                                                                                                                                                                                   |
|                                                                  |                                                 | ·                                                                                                                                                                                                                                 |
|                                                                  |                                                 |                                                                                                                                                                                                                                   |
| Secretary's Signate                                              | ıre                                             | Property Tax Administrator's Signature Date                                                                                                                                                                                       |

AUG 3 0 2018

Office of the Adams County Attorney

## **APPROVED**

ABATEMENT / COMMERCIAL

| APPROVAL STATUS APPROVE |
|-------------------------|
|-------------------------|

| NAME     | RODRIGUEZ ANTOLIN AND ARCIN | IEGA DE RODRIGUEZ NO | RMAL |
|----------|-----------------------------|----------------------|------|
| ACCOUNT# | R0002852                    |                      |      |
| PARCEL#  | 01569-06-3-15-009           |                      |      |

| TAX YEAR | 2017         |                |           |             |
|----------|--------------|----------------|-----------|-------------|
|          |              |                |           |             |
|          | ACTUAL VALUE | ASSESSED VALUE | MILL LEVY | TAX DOLLARS |
| ORIGINAL | \$633,096    | \$183,600      | 98.764    | \$18,133.07 |
| REVISED  | \$420,000    | \$121,800      | 98.764    | \$12,029.46 |
| ABATED   | \$213,096    | \$61,800       | 98.764    | \$6,103.62  |

| TAX YEAR |              |                |           |             |
|----------|--------------|----------------|-----------|-------------|
|          |              |                |           |             |
|          | ACTUAL VALUE | ASSESSED VALUE | MILL LEVY | TAX DOLLARS |
| ORIGINAL |              | \$0            |           | \$0.00      |
| REVISED  |              | \$0            | 0         | \$0.00      |
| ABATED   | \$0          | \$0            | 0         | \$0.00      |

| REASON FOR ABATEMENT                                                                                          | AND DECISION COMMENTS    |
|---------------------------------------------------------------------------------------------------------------|--------------------------|
|                                                                                                               |                          |
|                                                                                                               |                          |
|                                                                                                               |                          |
| ing to a company manufaction in the                                                                           | n di                     |
|                                                                                                               |                          |
|                                                                                                               |                          |
| as et en propieta de la propieta de la propieta de la primera de la propieta de la propieta de la propieta de |                          |
|                                                                                                               |                          |
|                                                                                                               | ADJUSTING TO SALES PRICE |

## RECEIVED

MAR 0 2 2018

| PETITION FOR                                                                                                                | RABATEMENT OR REFUND OF TAXES OFFICE O                                                                                                                                                                                                                                                      | F THE    |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| County: ADAMS                                                                                                               | Date Received ADAMS COUNTY                                                                                                                                                                                                                                                                  | ASSESSOR |
| Section I: Petitioner, please complete                                                                                      | (Use Assessors of Commissioners: Date Stamp)                                                                                                                                                                                                                                                |          |
| , , ,                                                                                                                       | •                                                                                                                                                                                                                                                                                           |          |
| Date: O 2 2 7 2018  Month Day Year                                                                                          |                                                                                                                                                                                                                                                                                             | •        |
| Petitioner's Name: Autolin                                                                                                  | and Norma Rodriguez                                                                                                                                                                                                                                                                         |          |
| Petitioner's Mailing Address: / 7 /                                                                                         | ce clerment ct                                                                                                                                                                                                                                                                              |          |
| thor wTow                                                                                                                   | (0) 80241                                                                                                                                                                                                                                                                                   |          |
| City or Town                                                                                                                | State Zip Code                                                                                                                                                                                                                                                                              |          |
| SCHEDULE OR PARCEL NUMBER(S)                                                                                                | PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY                                                                                                                                                                                                                                           |          |
|                                                                                                                             | Brighton CO 80601                                                                                                                                                                                                                                                                           |          |
| 19 0002852                                                                                                                  |                                                                                                                                                                                                                                                                                             | 4        |
| above property for the property tax year the taxes have been levied erroneously clerical error, or overvaluation. Attach ac | nd of the appropriate taxes and states that the taxes assessed against the<br>2017 are incorrect for the following reasons: (Briefly describe why<br>or illegally, whether due to erroneous valuation, Irregularity in levying,<br>iditional sheets if necessary.)                          |          |
| ·                                                                                                                           |                                                                                                                                                                                                                                                                                             |          |
| Petitioner's estimate of value:                                                                                             | \$ <u>L</u> [20 000(2017)                                                                                                                                                                                                                                                                   |          |
| or statements, has been prepared or example true, correct, and complete.  **Tulca Poolars**  Retitioner's Signature         | second degree, that this petition, together with any accompanying exhibits mined by me, and to the best of my knowledge, information, and belief, is  Daytime Phone Number (720) 935-9407  Email TONY Rod 43 (6) Ya Hoo Con                                                                 | (*       |
| Bv ·                                                                                                                        | Daytime Phone Number ()                                                                                                                                                                                                                                                                     | 6-20 L   |
| Agent's Signature*                                                                                                          |                                                                                                                                                                                                                                                                                             |          |
| Printed Name:                                                                                                               | Email                                                                                                                                                                                                                                                                                       | ·        |
| lenies the petition for refund or abatement of taxes                                                                        | n is submitted by an agent.<br>§ 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S.,<br>in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant<br>days of the entry of any such decision, § 39-10-114.5(1), C.R.S. | ٠.       |
| Tex Year 21                                                                                                                 | SSOR'S Recommendation (For Assessor's Use Only)  O/ 7  gg Tax  O(C) 8/22.09                                                                                                                                                                                                                 |          |
| Original 6.1.0.76 10.16.16.16.16.16.16.16.16.16.16.16.16.16.                                                                | 00 6103.62                                                                                                                                                                                                                                                                                  |          |
| Assessor recommends approval as                                                                                             | oullined above.                                                                                                                                                                                                                                                                             |          |
| such valuation has been filed and a Notice of Dete                                                                          | ds of overvaluation, no abatement or refund of texes shall be made if an objection or protest amination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.                                                                                                                    |          |
| ax year: Protest? No Yes                                                                                                    | (If a protest was filed, please attach a copy of the NOD.)                                                                                                                                                                                                                                  |          |
| Assessor recommends denial for the                                                                                          | e following reason(s):                                                                                                                                                                                                                                                                      |          |

15-DPT-AR No. 920-66/17

SCANNED MAR 07 2018

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section ill or Section iV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

| Section III: Written M                                                                                   | utual Agreemen<br>(Only for a                     | t of Assessor and Petitioner<br>batements up to \$10,000)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| abatement or refund in an amo property, in accordance with §                                             | unt of \$10,000 or les:<br>39-1-113(1.5), C.R.S   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| The Assessor and Petitioner                                                                              | mutually agree to the                             | ne values and tax abatement/refund of:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Ta                                                                                                       | x Year                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <u>Actual</u>                                                                                            | Assessed                                          | <u>Tax</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Original                                                                                                 |                                                   | <del> </del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Corrected                                                                                                |                                                   | <del></del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Abate/Refund                                                                                             | 1                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Note: The total tax amount does not inc<br>applicable. Please contact the County                         |                                                   | relifes, and fees associated with late and/or delinquent tax payments, if informalion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                                                          | ·                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Petitioner's Signature                                                                                   |                                                   | Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Assessor's or Deputy Assessor's Sig                                                                      | inature                                           | Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                          | <u>.</u>                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| (Must be completed if Section III does<br>WHEREAS, the County Commis<br>called regular meeting held on _ | s not apply)<br>ssioners of                       | ounty Commissioners  County, State of Colorado, at a duly and lawfully at which meeting there were present the following members:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                          |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| with notice of such meeting and                                                                          | an opportunity to be                              | present having been given to the Petitioner and the Assessor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| of said County and Assessor                                                                              | N.                                                | (being presentnot present) and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| PetitionerName                                                                                           |                                                   | (being presentnot present), and WHEREAS, the said                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| County Commissioners have can<br>NOW BE IT RESOLVED that the                                             | efully considered the<br>Board <i>(agreesdo</i> ) | e within petition, and are fully advised in relation thereto, as not agree) with the recommendation of the Assessor, todenied) with an abatement/refund as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Year Assessed Value                                                                                      | Texes Abate/Refund                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                          |                                                   | Chairperson of the Board of County Commissioners' Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| •                                                                                                        | "                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| record of the proceedings of the                                                                         | unty, do hereby certi<br>Board of County Con      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                          | hereunto set my har                               | nd and affixed the seal of said County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| this day of                                                                                              | Vionih Ye                                         | er .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                          |                                                   | County Clerk's or Daputy County Clerk's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Note: Abatements greater than \$10,000                                                                   |                                                   | and he makes the district of the first of th |
|                                                                                                          | per scriedule, per year, mi                       | ust be submitted in duplicate to the Property Tax Administrator for review.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Section V: A                                                                                             | ction of the Pro                                  | perty Tax Administrator one greater than \$10,000)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Section V: A  The action of the Board of County  ☐ Approved ☐ Approved in par                            | ction of the Pro<br>(For all abatems              | perty Tax Administrator<br>ente greater than \$10,000)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| The action of the Board of County                                                                        | ction of the Pro<br>(For all abatems              | perty Tax Administrator<br>inte greater than \$10,000)<br>ative to this petition, is hereby                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

### **APPROVED**

ABATEMENT / COMMERCIAL

| APPROVAL STATUS | APPROVE |  |
|-----------------|---------|--|

| NAME     | CAMAS COLORADO INC C/O AGGREGATE INDUSTRIES |
|----------|---------------------------------------------|
| ACCOUNT# | R0190885                                    |
| PARCEL#  | 01721-09-4-00-028                           |

| TAX YEAR | 2017         |                |           |        |             |
|----------|--------------|----------------|-----------|--------|-------------|
|          | ACTUAL VALUE | ASSESSED VALUE | MILL LEVY |        | TAX DOLLARS |
| ORIGINAL | \$869,526    | \$252,160      |           | 92.019 | \$23,203.51 |
| REVISED  | \$434,763    | \$126,080      |           | 92.019 | \$11,601.76 |
| ABATED   | \$434,763    | \$126,080      |           | 92.019 | \$11,601.76 |

| TAX YEAR |              |                |           |     |             |
|----------|--------------|----------------|-----------|-----|-------------|
|          | ACTUAL VALUE | ASSESSED VALUE | MILL LEVY |     | TAX DOLLARS |
| ORIGINAL |              | \$0            |           |     | \$0.00      |
| REVISED  | 1            | \$0            | 11 1      | 0   | \$0.00      |
| ABATED   | \$0          | \$0            | 11        | 1 0 | \$0.00      |

|       | 4.00 |  |   |
|-------|------|--|---|
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NOV 1 9 2018

Office of the Adams County Attorney

| PETITION FO                                                                                                                                                           | R ABATEMENT OR REF                                                                              |                                                                            | RECEIVED                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------|
| County: // dams                                                                                                                                                       |                                                                                                 | ate Received_<br>se Assessor's or Commissioners' Da                        |                                    |
| Section I: Petitioner, please compl                                                                                                                                   | ete Section I only.                                                                             |                                                                            | NOV 1 5 2018                       |
| Date: // /5 /%                                                                                                                                                        |                                                                                                 |                                                                            | OFFICE OF THE                      |
| Petitioner's Name: CAMAS Petitioner's Mailing Address: 168                                                                                                            | Colorado Inc. cla<br>7 Cole Blud Ste.                                                           | D Hagregate 1                                                              | DAMS COUNTY ACCECOOD               |
| City or Town                                                                                                                                                          | State                                                                                           | Zip Code                                                                   |                                    |
| SCHEDULE OR PARCEL NUMBER(S)<br>1721-09-4-00-028<br>R0190885                                                                                                          | PROPERTY ADDRESS OR LEGA                                                                        | L DESCRIPTION OF PROPERT                                                   | Y                                  |
| Petitioner requests an abatement or re<br>above property for the property tax yes<br>the taxes have been levied erroneous<br>clerical error, or overvaluation. Attach | arare incorrect for the y or illegally, whether due to erroneo additional sheets if necessary.) | following reasons: (Briefly de<br>rus valuation, irregularity in lev       | escribe why<br>rying,              |
| B Double assess                                                                                                                                                       | ed parcel + wron                                                                                | ng classification                                                          | n.                                 |
| Petitioner's estimate of value:  I declare, under penalty of perjury in the                                                                                           | \$Value Year                                                                                    | onether with any accompanyi                                                | ng exhibits                        |
| or statements, has been prepared or etrue, correct, and complete.  Petitioner's Signature                                                                             | Daytime Phone Nu                                                                                | umber (970) 396 -                                                          | 5252                               |
|                                                                                                                                                                       | Email Coh Mr &                                                                                  | · davis pagg                                                               | regate-us, con                     |
| By                                                                                                                                                                    | Daytime Phone Nu                                                                                | imber ()                                                                   | NTO DE L                           |
| Agent's Signature*                                                                                                                                                    | Email                                                                                           |                                                                            |                                    |
| *Letter of agency must be attached when pe                                                                                                                            | tition is submitted by an agent.                                                                |                                                                            |                                    |
| If the Board of County Commissioners, pursual denies the petition for refund or abatement of to the provisions of § 39-2-125, C.R.S., within the                      | xes in whole or in part, the Petitioner may ap                                                  | peal to the Board of Assessment Ap                                         | t-116, C.R.S., .<br>peals pursuant |
| Section II: As                                                                                                                                                        | sessor's Recommendation<br>(For Assessor's Use Only)                                            |                                                                            |                                    |
| Tax Year                                                                                                                                                              | 2017                                                                                            |                                                                            |                                    |
|                                                                                                                                                                       | sessed Tax                                                                                      |                                                                            | 1                                  |
| Original 869,526 25                                                                                                                                                   | 2160 23,20351                                                                                   |                                                                            | 1                                  |
| Corrected 434.763 12                                                                                                                                                  | 6080 11601.76                                                                                   |                                                                            |                                    |
| Abate/Refund 434,763 12                                                                                                                                               | 6.080 11,60,15                                                                                  |                                                                            | VI -                               |
| Assessor recommends approval                                                                                                                                          | as outlined above.                                                                              |                                                                            |                                    |
| If the request for abatement is based upon the protest to such valuation has been filed and a N                                                                       | grounds of overvaluation, no abatement or re<br>otice of Determination has been mailed to th    | fund of taxes shall be made if an objue taxpayer, § 39-10-114(1)(a)(I)(D), | ection or<br>C.R.S.                |
| Tax year Protest? No                                                                                                                                                  | Yes (If a protest was filed, please atlach                                                      | a copy of the NOD:)                                                        |                                    |
| Assessor recommends denial fo                                                                                                                                         | r the following reason(s):                                                                      | miles                                                                      | TAB-                               |
|                                                                                                                                                                       | Aş                                                                                              | sessor's of Deputy Assessor's Sig                                          | mature                             |

15-DPT-AR No. 920-66/15

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY (Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

| Section III: Written Mutual Agreement of Assessor and Petitioner (Only for abatements up to \$10,000)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| The Commissioners of County authorize the Assessor by Resolution No to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |
| The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| Tax Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |
| Actual Assessed Tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |
| Original                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |
| Corrected                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |
| Abate/Refund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |
| Petitioner's Signature Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
| According to Deputy According Structure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |
| Assessor's or Deputy Assessor's Signature Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |
| Section IV: Decision of the County Commissioners (Must be completed if Section III does not apply)  WHEREAS, the County Commissioners of County, State of Colorado, at a duly and lawfully called regular meeting held on / /, at which meeting there were present the following members:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |
| with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |
| NOW BE IT RESOLVED that the Board (agreesdoes not agree) with the recommendation of the Assessor, and that the petition be (approvedapproved in partdenied) with an abatement/refund as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |
| Year Assessed Value Taxes Abate/Refund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |  |
| Chairperson of the Board of County Commissioners' Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
| I,County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |
| this day of,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| · Month Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| County Clerk's or Deputy County Clerk's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
| Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
| Section V: Action of the Property Tax Administrator (For all abatements greater than \$10,000)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |
| The action of the Board of County Commissioners, relative to this petition, is hereby  Approved  Approved |  |  |  |
| ☐ Approved ☐ Approved in pair # ☐ Defined for the following reason(s).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |  |
| Secretary's Signature Property Tax Administrator's Signature Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |



### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and Patricio Rosales Revolorio, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project |
| FROM: Brian Staley, P.E., PTOE, Deputy Director of Public Works                                                                                                                                   |
| AGENCY/DEPARTMENT: Public Works                                                                                                                                                                   |
| HEARD AT STUDY SESSION ON: N/A                                                                                                                                                                    |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                                                                                                                                                         |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.                                   |

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Patricio Rosales Revolorio for dedication of road right-of-way for \$595.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

### AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution Right-of-way agreement.

Revised 06/2016 Page 1 of 2

| FISCAL IMPACT:                                                                |                   |                |             |
|-------------------------------------------------------------------------------|-------------------|----------------|-------------|
| Please check if there is no fiscal impact . If there is fiscal section below. | cal impact, pl    | ease fully com | plete the   |
| <b>Fund:</b> 13                                                               |                   |                |             |
| Cost Center: 3056                                                             |                   |                |             |
|                                                                               | Object<br>Account | Subledger      | Amount      |
| Current Budgeted Revenue:                                                     |                   |                |             |
| Additional Revenue not included in Current Budget:                            |                   |                |             |
| Total Revenues:                                                               |                   |                |             |
|                                                                               | '                 | =              |             |
|                                                                               | Object<br>Account | Subledger      | Amoun       |
| Current Budgeted Operating Expenditure:                                       |                   |                |             |
| Add'l Operating Expenditure not included in Current Budget:                   |                   |                |             |
| Current Budgeted Capital Expenditure:                                         | 9010              | W30561827      | \$1,000,000 |
| Add'l Capital Expenditure not included in Current Budget:                     |                   |                |             |
| Total Expenditures:                                                           |                   |                | \$1,000,000 |
|                                                                               |                   | -              |             |
| New FTEs requested: $\square$ YES $\boxtimes$ NO                              |                   |                |             |

 $\boxtimes$  NO

**☐** YES

**Additional Note:** 

**Future Amendment Needed:** 

Revised 06/2016 Page 2 of 2

### BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

# RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND PATRICIO ROSALES REVOLORIO, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

#### Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 260 Dakin Street located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Patricio Rosales Revolorio ("Parcel 54"); and,

WHEREAS, Adams County requires ownership of Parcel 54 for construction of the street improvements; and,

WHEREAS, Patricio Rosales Revolorio is willing to sell Parcel 54 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Patricio Rosales Revolorio, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

### **Right-of-Way Agreement**

This Agreement is made and entered into by and between **Patricio Rosales Revolorio** whose address is **260 Dakin Street, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **260 Dakin Street, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FIVE HUNDRED NINETY-FIVE AND NO/100 DOLLARS** (\$595.00), including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, and \$55.00 for sod. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 5. The County will remove approximately 50 square feet of lawn/sod. But the County has agreed to reimburse the owner the expense of the lost lawn/sod and made a part of this Agreement.

- 6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
- 7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- 9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

| Owner:                                                     |                             |
|------------------------------------------------------------|-----------------------------|
| By: Patricio Rosales De Volosio Patricio Rosales Revolorio |                             |
|                                                            |                             |
| Date: <u>11-04-2018</u>                                    |                             |
|                                                            |                             |
| Approved:                                                  |                             |
| BOARD OF COUNTY COMMISSIONERS-COUNTY                       | OF ADAMS, STATE OF COLORADO |
|                                                            |                             |
| Chair                                                      | Dete                        |
|                                                            | Date                        |
| Approved as to Form:                                       |                             |
|                                                            |                             |
| County Attorney                                            |                             |



### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and Jose A. Huerta and Benjamin Chavero, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project |
| FROM: Brian Staley, P.E., PTOE, Deputy Director of Public Works                                                                                                                                            |
| AGENCY/DEPARTMENT: Public Works                                                                                                                                                                            |
| HEARD AT STUDY SESSION ON: N/A                                                                                                                                                                             |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                                                                                                                                                                  |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.                                            |

### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Jose A. Huerta and Benjamin Chavero, for dedication of road right-of-way for \$595.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

### AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution Right-of-way agreement.

Revised 06/2016 Page 1 of 2

| FISCAL IMPACT:                                                                |                   |                |             |
|-------------------------------------------------------------------------------|-------------------|----------------|-------------|
| Please check if there is no fiscal impact . If there is fiscal section below. | cal impact, pl    | ease fully com | plete the   |
| <b>Fund:</b> 13                                                               |                   |                |             |
| Cost Center: 3056                                                             |                   |                |             |
|                                                                               | Object<br>Account | Subledger      | Amount      |
| Current Budgeted Revenue:                                                     | 120000220         |                |             |
| Additional Revenue not included in Current Budget:                            |                   |                |             |
| Total Revenues:                                                               |                   |                |             |
|                                                                               | '                 | =              |             |
|                                                                               | Object<br>Account | Subledger      | Amoun       |
| Current Budgeted Operating Expenditure:                                       |                   |                |             |
| Add'l Operating Expenditure not included in Current Budget:                   |                   |                |             |
| Current Budgeted Capital Expenditure:                                         | 9010              | W30561827      | \$1,000,000 |
| Add'l Capital Expenditure not included in Current Budget:                     |                   |                |             |
| Total Expenditures:                                                           |                   |                | \$1,000,000 |
|                                                                               |                   | -              |             |

 $\boxtimes$  NO

⊠ NO

**YES** 

**☐** YES

**Additional Note:** 

**New FTEs requested:** 

**Future Amendment Needed:** 

Revised 06/2016 Page 2 of 2

### BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND JOSE A. HUERTA AND BENJAMIN CHAVERO, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

#### Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7659 Lincoln Way located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Jose A. Huerta and Benjamin Chavero ("Parcel 63"); and,

WHEREAS, Adams County requires ownership of Parcel 63 for construction of the street improvements; and,

WHEREAS, Jose A. Huerta and Benjamin Chavero are willing to sell Parcel 63 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Jose A. Huerta and Benjamin Chavero, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

### **Right-of-Way Agreement**

This Agreement is made and entered into by and between **Jose A. Huerta and Benjamin Chavero** whose address is **7659 Lincoln Way, Denver, Colorado 80221-4119** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7659 Lincoln Way, Denver, Colorado 80221-4119**, hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FIVE HUNDRED NINETY-FIVE AND NO/100'S DOLLARS** (\$595.00), including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way and \$55.00 for sod. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 5. The County will remove approximately 50 square feet of lawn/sod. But the County has agreed to reimburse the owner the expense of the lost lawn/sod and made a part of this Agreement.

- 6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
- 7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- 9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

| Owner:                           |                                       |
|----------------------------------|---------------------------------------|
| By: Jose Hvertu  Jose A. Huerta  | By: Benjamin Chavero Benjamin Chavero |
| Jose M. Huerta                   | Benjamin Chavero                      |
| Date: 11-1-18                    | Date: 11-1-18                         |
| Approved:                        |                                       |
| Approved.                        |                                       |
| BOARD OF COUNTY COMMISSIONERS-CO | DUNTY OF ADAMS, STATE OF COLORADO     |
|                                  |                                       |
| Chair                            | Date                                  |
|                                  |                                       |
| Approved as to Form:             |                                       |
|                                  |                                       |
| County Attorney                  |                                       |



### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                                                                 |
|----------------------------------------------------------------------------------------------------------|
| SUBJECT: Asset Disposition (Real Estate) - 7190 Colorado Boulevard                                       |
| FROM:                                                                                                    |
| Raymond H Gonzales, County Manager,                                                                      |
| Alisha Reis, Deputy County Manager,                                                                      |
| Seán Braden, Manager of Planning, Design & Construction - Facilities and Fleet Management,               |
| Nicci Beauprez, Land & Asset Coordinator - Facilities and Fleet Management                               |
| HEARD AT STUDY SESSION ON: Multiple Previous Occasions                                                   |
| AUTHORIZATION TO MOVE FORWARD: $\boxtimes$ YES $\square$ NO                                              |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Map of South              |
| Platte Crossing a Condominium Community, Declaration of Condominium for South Platte Crossing a          |
| Condominium Community, the Special Warranty Deed to Adams Tower NP Center LLC, the Bill of Sale,         |
| the Right of First Refusal Agreement, the Parking and Access Easement Agreement, and authorize the       |
| Facilities & Fleet Management Department: Land & Asset Coordinator, Manager of Planning, Design &        |
| Construction, or their Director to execute customary non-contractual documents at closing in addition to |
| representing the County at property meetings for the owner's association.                                |

### **BACKGROUND:**

With the relocation of staff and services to the Human Services Center at 120<sup>th</sup> Ave and Pecos Street this past September 2017, the facility known as the Human Services Building (HSB) at 7190 Colorado Boulevard has been vacated. With assistance from our commercial broker, Guidance Corporate Realty, significant efforts have been made to market and solicit the facility for sale since 2016.

Previously the County executed a purchase agreement and amendment thereto. All due diligence is now complete and approval of customary closing documents, title transferring documents and those documents associated to the condominium association is needed.

Closing is scheduled for December 7, 2018. The County has agreed to a \$300,000 Capital Improvements deposit and estimates its share of the operational budget to be \$180,000.

Authorization is requested for the Facilities & Fleet Management Department, the Land & Asset Coordinator, the Manager of Planning, Design & Construction, or their Director to execute any customary, non-contractual documents related to closing on behalf of the County including but not limited to: affidavits, settlement statements, escrow instructions, closing disclosures, and disburser's notices after review and approval to form by the County Attorney's Office. Furthermore, authorization is requested for aforementioned staff to represent the County's interest at property meetings for condominium owners association (COA).

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Recommendation is to approve the Map of South Platte Crossing, the Declaration of Condominium, the Special Warranty Deed to Adams Tower NP Center LLC, the Bill of Sale, the Right of First Refusal Agreement, and the Parking and Access Easement Agreement, all of which shall not become effective until delivered and accepted, where applicable, at the successful closing and settlement of the real property transfer and those authorizations for staff aforementioned.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Manager's Office, County Attorney's Office, Facilities and Fleet Management Department, Finance

### **ATTACHED DOCUMENTS:**

Map of South Platte Crossing a Condominium Community, Declaration of Condominium for South Platte Crossing a Condominium Community, Special Warranty Deed to Adams Tower NP Center LLC, Bill of Sale to Adams Tower NP Center LLC, Right of First Refusal Agreement between Adams County and Adams Tower NP Center LLC, Parking and Access Easement Agreement between Adams Tower NP Center LLC and Adams County

section below.

| There will be a fiscal impact in 2019 for the \$300,000 Capital Improvement and 2019 Operational Costs |
|--------------------------------------------------------------------------------------------------------|
| estimated to be approximately \$180,000, both are included in the proposed 2019 county budget.         |
|                                                                                                        |
| Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the       |

| Fund: 4        |  |
|----------------|--|
| Cost Center: 4 |  |
|                |  |

|                                                    | Object<br>Account | Subledger | Amount      |
|----------------------------------------------------|-------------------|-----------|-------------|
| Current Budgeted Revenue:                          |                   |           | 0           |
| Additional Revenue not included in Current Budget: | 6855              |           | \$3,800,000 |
| Total Revenues:                                    |                   |           | \$3,800,000 |

|                                                             | Object<br>Account | Subledger | Amount |
|-------------------------------------------------------------|-------------------|-----------|--------|
| Current Budgeted Operating Expenditure:                     |                   |           |        |
| Add'l Operating Expenditure not included in Current Budget: |                   |           |        |
| Current Budgeted Capital Expenditure:                       |                   |           |        |
| Add'l Capital Expenditure not included in Current Budget:   |                   |           |        |
| Total Expenditures:                                         |                   |           |        |
|                                                             | •                 | =         |        |

| New FTEs requested:             | ☐ YES | ⊠ NO |
|---------------------------------|-------|------|
| <b>Future Amendment Needed:</b> | ☐ YES | ⊠ NO |

### **Additional Note:**

Revised 07/2017 Page 2 of 2

### BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING MAP OF SOUTH PLATTE CROSSING A CONDOMINIUM COMMUNITY, DECLARATION OF CONDOMINIUM FOR SOUTH PLATTE CROSSING; AND, SPECIAL WARRANTY DEED, BILL OF SALE, RIGHT OF FIRST REFUSAL AGREEMENT, AND PARKING AND ACCESS EASEMENT AGREEMENT BETWEEN ADAMS TOWER NP CENTER LLC AND ADAMS COUNTY

#### Resolution

WHEREAS, Adams County (the County) owns the commercial land located at 7190 Colorado Boulevard, Commerce City (property), Colorado; and,

WHEREAS, by means of the previously approved (May of 2018) purchase contract, Adams County ("Seller") approved a contract and amendment with Urban Land Conservancy ("ULC", and "Buyer") offering to purchase the top 4 floors of the six story building as well as the surrounding land for \$3,800,000. The County will retain the first and second floors as well as the basement. All floors will be subject to a Condominium Community and its Condominium Owner's Association ("COA") that was mutually developed between the County and ULC; and,

WHEREAS, Buyer has setup Adams Tower NP Center LLC to hold its interest in the property and has assigned all interests thereto; and,

WHEREAS, Closing is scheduled for December 7, 2018. At closing, a series of documents customary for the creation of a condominium community shall be recorded; and,

WHEREAS, the County agrees to deposit \$300,000 for its share of capital improvements as well as \$180,000 for its estimated portion of the 2019 operating budget; and,

WHEREAS, the Board of County Commissioners wishes to authorize the Facilities & Fleet Management Department, the Land & Asset Coordinator, the Manager of Planning, Design & Construction, or its Director to execute any customary, non-contractual documents related to closing on behalf of the County including but not limited to: affidavits, settlement statements, escrow instructions, closing disclosures, and disburser's notices after review and approval to form by the County Attorney's Office. Furthermore, authorization is requested for aforementioned staff to represent the County at property meetings for South Platte Crossing's owners association: and,

WHEREAS, Adams County wishes to transfer the property described in the Special Warranty Deed and Bill of Sale to Adams Tower NP Center, LLC., in order to complete its obligations pursuant to the Contract to Buy and Sell Real Estate.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Map of South Platte Crossing a Condominium Community, the Declaration of Condominium for South Platte Crossing a Condominium Community, Right of First Refusal Agreement, and the Parking and Access Easement Agreement, copies of which are attached hereto and incorporated herein by this reference, are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Special Warranty Deed to Adams Tower NP Center, LLC, and Bill of Sale to Adams Tower NP Center LLC, copies of which are attached hereto and incorporated herein by this reference, are hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Special Warranty Deed, Bill of Sale, Map of South Platte Crossing a Condominium Community, Declaration of Condominium for South Platte Crossing a Condominium Community, the Right of First Refusal Agreement, and the Parking and Access Easement Agreement.

BE IT FURTHER RESOLVED, that the Special Warranty Deed, Bill of Sale, Map of South Platte Crossing a Condominium Community, the Declaration of Condominium for South Platte Crossing a Condominium Community, Right of First Refusal Agreement, and the Parking and Access Easement Agreement shall not become effective until delivered and accepted, where applicable, at the successful closing and settlement of the real property transfer.

BE IT FURTHER RESOLVED, that the persons stated above within the Facilities & Fleet Management Department are hereby authorized to execute any customary, non-contractual documents to complete the sale and settlement of the described property, after review and approval to form by the County Attorney's Office.

BE IT FURTHER RESOLVED, that the persons stated above within the Facilities & Fleet Management Department are hereby authorized to represent the County's interest at property meetings for the owners association in order to conduct general business as needed.

### **DECLARATION OF CONDOMINIUM**

### **FOR**

### SOUTH PLATTE CROSSING

(a condominium community)

**County of Adams, State of Colorado** 

### **After Recording Return to:**

Davis Graham & Stubbs LLP Attn: J. Christopher Kinsman 1550 17<sup>th</sup> Street, Suite 500 Denver, Colorado 80202

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### DECLARATION OF CONDOMINIUM FOR SOUTH PLATTE CROSSING CONDOMINIUMS

THIS DECLARATION OF CONDOMINIUM FOR SOUTH PLATTE CROSSING CONDOMINIUMS ("<u>Declaration</u>") is made as of the date set forth below by Adams County, Colorado, a political subdivision duly organized and existing under the constitution and laws of the State of Colorado ("<u>Declarant</u>").

#### RECITALS

- A. Declarant is owner of that certain real property located in the County of Adams, State of Colorado, more particularly described on the attached **Exhibit A** ("Property").
- B. Declarant desires to create a condominium common interest community on the Property pursuant to the Colorado Common Interest Ownership Act, as set forth in Colorado Revised Statute §38-33.3-101 *et seq.* ("Act"), the name of which is South Platte Crossing Condominiums.

## ARTICLE 1 DECLARATION; SUBMISSION

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, restrictions and easements which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property. Additionally, Declarant hereby submits the Property to the provisions of the Act, in order to create a condominium.

### ARTICLE 2 DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

- Section 2.1 "Allocated Interests" means the interest in the Common Expenses and Common Elements allocated to each Unit, and the voting rights of each Unit. The formulas used to calculate the Allocated Interests are as follows:
  - (a) Interests in Common Expenses and Common Elements. The Allocated Interest of each Unit in the Common Expenses and Common Elements is determined based on a fraction, the numerator of which is the interior square footage of the Unit, and the denominator of which is the interior square footage of all Units. For purposes of determining the Allocated Interests of each Unit in the Common Expenses and Common Elements, the attached **Exhibit B** shall be final and determinative for all purposes.

- (b) Votes. Each Owner of an original Unit created by this Declaration other than the Owner of Unit 8 shall be entitled to one vote for a total of seven votes in the Association. In the event that an original Unit is subdivided, the one vote allocated to that original Unit shall be divided among all Units resulting from the subdivision as determined by the Owners of such Units, but in no event shall the total number of votes allocated to all such Units exceed one. In no event shall the subdivision of an original Unit (or subsequent combination of an original Unit) increase the total number of votes allocated to that original Unit beyond one or the total number of votes in the Association beyond seven. A Unit not being subdivided or combined shall not have its vote diluted as a result of another Owner undertaking such actions. The Owner of Unit 8 shall not have a vote in the Association.
- Section 2.2 "<u>Articles</u>" means the Articles of Incorporation for the South Platte Crossing Condominium Association, Inc., a Colorado nonprofit corporation, currently on file with the Colorado Secretary of State, and any amendments that may be made to those Articles from time to time.
- Section 2.3 "<u>Assessments</u>" means the Annual Assessments, Special Assessments and Default Assessments levied pursuant to Article 10 below. Assessments are also referred to as a Common Expense Liability as defined under the Act.
- Section 2.4 "<u>Association</u>" means the South Platte Crossing Condominium Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.
- Section 2.5 "Association Documents" means this Declaration, the Articles, the Bylaws, the Map, and any budget, procedures, rules, regulations or policies adopted under such documents by the Association.
- Section 2.6 "Board" means the governing body of the Association.
- Section 2.7 "Building" means that certain building which contains Units 1, 2, 3, 4, 5, 6 and 7.
- Section 2.8 "<u>Bylaws</u>" means the Bylaws adopted by the Association, as amended from time to time.
- Section 2.9 "City" means Commerce City, Colorado.
- Section 2.10 "Clerk and Recorder" means the office of the Clerk and Recorder in the County.
- Section 2.11 "Common Elements" means all portions of the Project except the Units. The Common Elements are owned or otherwise held in common by the Owners in undivided interests according to the Allocated Interests set forth pursuant to Section 2.1 above and consist of General Common Elements and Limited Common Elements. Common Elements specifically include all utilities that are located within Unit 8 as of the date hereof.

- 2.11.1 "General Common Elements" means all tangible physical properties of, and other appurtenant interests associated with this Project, except the Limited Common Elements and the Units. General Common Elements specifically include the light poles and fire hydrants located within Unit 8 and the parking spaces designated as General Common Elements within the area otherwise constituting Unit 8.
- 2.11.2 "<u>Limited Common Elements</u>" means those interests in the Common Elements which are either limited to or reserved in this Declaration, on the Map, or by authorized action of the Association, for the exclusive use of one or more, but fewer than all, Units.
- Section 2.12 "Common Expenses" means (a) all expenses expressly declared to be Common Expenses by this Declaration or the Bylaws, (b) all other expenses of the Association in administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Elements, (c) insurance premiums for the insurance carried by the Association under Article 9 below, and (d) all expenses lawfully determined to be Common Expenses by the Board.
- Section 2.13 "County" means Adams County, Colorado.
- Section 2.14 "<u>Declarant</u>" means Adams County, Colorado, a political subdivision duly organized and existing under the constitution and laws of the State of Colorado.
- Section 2.15 "<u>Declaration</u>" means this Declaration and the Map, and amendments and supplements to the foregoing.
- Section 2.16 "<u>Manager</u>" means a person or entity engaged by the Association to perform certain duties, powers or functions of the Association to the extent the Board may authorize from time to time.
- Section 2.17 "Map" means the condominium map of the Project prepared in accordance with the Act and recorded with the Clerk and Recorder coincident with this Declaration, and any supplements and amendments thereto.
- Section 2.18 "<u>Member</u>" means every person or entity that holds membership in the Association by virtue of ownership of a Unit.
- Section 2.19 "<u>Mortgage</u>" means any mortgage, deed of trust or other document conveying any Unit or interest therein to a Mortgagee, but only as security for payment of a debt or obligation and not intended to initially convey fee simple title thereof.
- Section 2.20 "Mortgagee" means any person or entity named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person or entity under such Mortgage.

- Section 2.21 "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Unit, and "Owner" also includes the purchaser under a contract for deed covering a Unit with a current right of possession and interest in the Unit.
- Section 2.22 "Owner's Agent" means a member of an Owner's family, or an Owner's agent, employee, invitee, licensee or tenant.
- Section 2.23 "<u>Project</u>" means the condominium common interest community created by this Declaration and as shown on the Map consisting of the Property, the Units and the Common Elements.
- Section 2.24 "Rules and Regulations" means those certain Rules and Regulations that may be adopted by the Board from time to time.
- Section 2.25 "<u>ULC</u>" means Urban Land Conservancy, a Colorado nonprofit corporation, and its affiliates, including without limitation Adams Tower NP Center LLC.
- Section 2.26 "Unit" means each Unit shown on the Map.
- (a) Boundaries of Units 1, 2, 3, 4, 5, 6 and 7. The horizontal and vertical boundaries of Units 1, 2, 3, 4, 5, 6 and 7 are as follows: (a) the upper horizontal boundary of each Unit is the unfinished ceiling as shown on the Map, such that the drywall, concrete or other structural material comprising the ceiling is a part of the Common Elements and the finished surface over such drywall, concrete or other structural material is a part of the Unit; (b) the lower horizontal boundary of each Unit is the unfinished floor as shown on the Map, such that the concrete or other structural material comprising the floor is a part of the Common Elements and the finished surface over such concrete or other structural material is a part of the Unit; and (c) the vertical boundary of each Unit is the unfinished wall bounding each Unit on all sides as shown on the Map ("Exterior Wall"), such that the drywall, concrete or other structural material comprising such wall is a part of the Common Elements and the finished surface over such drywall, concrete or other structural material is a part of the Unit.

Where an Exterior Wall of a Unit is penetrated by an opening (e.g., a window or door), the Unit boundary at such penetration is the surface which would result from the extension of the nearest adjacent surface comprising the boundary that is penetrated by the opening.

All doors and windows in the Exterior Walls of the Building are General Common Elements and the glazing, sashes, frames, sills, thresholds, hardware, flashing and other components of those doors and windows are as well General Common Elements.

(b) Boundaries of Unit 8. The vertical boundaries of Unit 8 are as shown on the Map. There are no upper or lower horizontal boundaries of Unit 8; provided, however, there are certain General Common Elements located within Unit 8 as described in the Association Documents and/or shown on the Map (e.g. light poles and fire hydrants shown on the Map) and

the ownership of Unit 8 is subject to a separate easement between the Owner(s) of Unit 1, 2 and 3 and the Owner of Unit 8 ("<u>Parking Easement</u>"). The land beneath the building which contains Units 1, 2, 3, 4, 5, 6 and 7 is a General Common Element and not a part of Unit 8.

Each capitalized term not otherwise defined in this Declaration or on the Map shall have the same meanings specified or used in the Act.

### ARTICLE 3 NAME; NUMBER OF UNITS; DESCRIPTION

### Section 3.1 Name.

The name of the Project is South Platte Crossing Condominiums. The Project is a condominium pursuant to the Act.

### Section 3.2 Association.

The name of the Association is the South Platte Crossing Condominium Association, Inc. The Association has been incorporated as a nonprofit corporation under the laws of the State of Colorado.

### Section 3.3 Number of Units.

The Project shall initially consist of eight Units as shown on the Map. Each Unit shall consist of the fee simple ownership interest in the Unit as defined in this Declaration and an undivided interest in the Common Elements as defined in this Declaration.

### Section 3.4 Inseparability/Transfer.

- 3.4.1 *Inseparability*. Each Unit and its appurtenant interest in the Common Elements shall comprise one Unit, shall be inseparable and may be transferred, leased, devised or encumbered only as one Unit. Any attempted transfer of a Unit's appurtenant interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.
- 3.4.2 *Transfer*. Any contract of sale, deed, lease, Mortgage, will or other instrument affecting a Unit may describe it as follows:

3.4.3 Contracts Entered Into Prior to Recording of Map and Declaration. A contract or other agreement for the sale of a Unit entered into prior to the filing for record of the Map and/or this Declaration with the Clerk and Recorder may legally describe such Unit in the manner set forth in Section 3.4.2 above and/or may indicate that the Map and/or this Declaration are to be recorded. Upon recordation of the Map and this Declaration with the Clerk and Recorder, such description shall be conclusively presumed to describe the corresponding Unit shown on the Map and such Unit shall be subject in all respects to this Declaration.

### Section 3.5 Subdivision and Combination of Units.

- 3.5.1 Subdivision of Units. So long as an Owner has complied with the provisions of Section 3.5.3 below and Article 14 below, it shall have the right to subdivide all or any portion of their Unit to create additional Units and/or Common Elements; provided, however, except as set forth in Section 3.6 below, the Owner of Unit 8 shall not have the right to subdivide Unit 8 or create additional Units/Common Elements within Unit 8. The costs incurred for legal, architectural and engineering fees and all other costs related to the creation of additional Units and/or Common Elements shall be solely the obligation of the Owner undertaking such action. Upon the subdivision, creation or expansion of any Unit, the Allocated Interests shall be reallocated in accordance Section 2.1 above. As set forth in Section 2.1, in no event shall such actions dilute the vote of an Owner not undertaking the subdivision.
- 3.5.2 Combination of Units. So long as an Owner(s) has complied with the provisions of Section 3.5.3 below and Article 14 below, it shall have the right to physically combine all or any portion of their Unit with that of another Unit. The costs incurred for legal, architectural and engineering fees and all other costs related to the combination of Units shall be borne by the Owner(s) undertaking such action. Upon the combination of any Units, the Allocated Interests shall be reallocated in accordance with Section 2.1 above. As set forth in Section 2.1, in no event shall such actions dilute the vote of an Owner not undertaking the combination.
- 3.5.3 *Procedure for Combination or Subdivision of Unit(s).* In order to combine or subdivide Units, Owners shall provide written notice to all other Owners (collectively, "Reviewing Owner"), which shall include: (a) evidence sufficient to the Reviewing Owner that the proposed combination or subdivision has complied with all local rules and ordinances to the extent applicable; (b) the proposed reallocation or recalculation of the Allocated Interests (as set forth in Section 2.1, in no event shall such actions dilute the vote of an Owner not undertaking the subdivision or combination); (c) the proposed form of amendments to this Declaration and the Map, as may be necessary to show the Unit(s) and/or Common Elements that are created and their dimensions and identifying numbers; and (d) such other information reasonably requested by the Reviewing Owner including as set forth in Article 14 below. A Reviewing Owner shall have the right to disapprove a request for the combination or subdivision in the event that the Reviewing Owner reasonably demonstrates that such action will materially and adversely affect any of its rights herein or that such action will materially and adversely affect the Project. In the event that the Reviewing Owner fails to respond to a request for the combination, subdivision, creation or expansion within thirty days after submittal, then the request shall be deemed approved by Reviewing Owner. Upon the approval (or deemed approval) of any combination or

subdivision, and compliance with Article 14 below, the Owner undertaking such action shall, at its sole cost, record an amendment to this Declaration and the Map reflecting any changes resulting from the exercise of such right.

### 3.6 Withdrawal.

The Owner of Unit 8 shall have the unilateral right to withdraw those portions of the Property designated as "Withdrawable Property" on the Map (and those additional portions of Unit 8 that may be agreed to by all Owners – which additional portions shall be included within the defined term "Withdrawable Property") from the coverage of this Declaration; *provided*, *however*, in no event shall the withdrawal of the Withdrawable Property affect the Owner(s) of Unit 1, 2, 3, 4, 5, 6 and 7's access to their Unit, the Common Elements, the parking spaces they are entitled to use pursuant to the Parking Easement (except for the parking spaces located on the Withdrawable Property) or any utilities serving Units 1, 2, 3, 4, 5, 6 and/or 7. The costs incurred for legal, architectural and engineering fees and all other costs related to the withdrawal of the Withdrawable Property (including all amendments required of this Declaration and the Map) shall be borne by the Owner of Unit 8. Amendments to this Declaration and the Map to reflect the withdrawal of the Withdrawable Property shall be subject to the prior review of all other Owners to confirm that the requirements of this Section 3.6 have been met.

### ARTICLE 4 USE RESTRICTIONS

### Section 4.1 Applicable Rules.

Each Owner (and Owner's Agent) shall comply with controlling laws, rules, zoning classifications, ordinances, statutes, regulations and requirements of any governmental agency or authority with respect to the occupancy and use of such Owner's Unit, and shall comply with Rules and Regulations that may be adopted by the Board from time to time.

### Section 4.2 Nonresidential Use.

Each Owner shall be entitled to the exclusive ownership and possession of their Unit. Each Unit shall be used and occupied for nonresidential purposes in accordance with the Association Documents. No Unit may be used for residential purposes, and no use of a Unit shall materially or adversely affect an existing use of another Unit.

### Section 4.3 <u>Leasing</u>.

An Owner shall have the right to lease its Unit or a portion thereof upon such terms and conditions as the Owner may deem advisable, subject to Rules and Regulations that may be adopted by the Board from time to time.

### Section 4.4 Structures.

Except for those that exist on the Common Elements as of the date of this Declaration or as shown on the Map, no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, enclosure or outbuilding, shall be placed or erected upon or within the Project without the prior written approval of all Owners including the Unit 8 Owner.

### Section 4.5 Miscellaneous.

- 4.5.1 No offensive or illegal activity shall be carried on anywhere in the Project, nor shall anything be done or placed in any Unit or in any portion of the Common Elements that is or may become a nuisance or cause unreasonable embarrassment, pollution, disturbance or annoyance to other Owners in the use and enjoyment of their Units or in the use and enjoyment of the Common Elements.
- 4.5.2 Unless used pursuant to an Owner's permitted nonresidential activities, no Owner or any Owner's Agent shall at any time bring into, keep or maintain in or on any portion of the Project any highly corrosive or explosive solid, liquid, gas, chemical substance or other material (including, without limitation, fuel storage and dispensing devices, and volatile organic compounds) which may be hazardous to life, limb or property without the express consent of the Board. Notwithstanding the foregoing, the use and storage of office supplies (e.g., copier toner, white-out correction fluid, etc.), cleaning supplies, gasoline, and other hazardous materials in such small amounts as are typically found in normal office or residential household use, shall be permitted, so long as the presence thereof is in full compliance with applicable law.

### ARTICLE 5 MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

### Section 5.1 The Association.

Every Owner shall be a Member of the Association. Membership is mandatory and is appurtenant to and may not be separated from ownership of a Unit, except as provided in Section 5.2 below.

### Section 5.2 Transfer of Membership.

Except as approved by the Association, an Owner shall not transfer, pledge or alienate their membership in the Association in any way, except upon the sale or encumbrance of their Unit and then only to the purchaser or Mortgagee of their Unit. The Association shall not create a right of first refusal on any Unit and Owners may transfer ownership of their Units free from any such right; *provided*, *however*, Unit 8 may only be conveyed to the Owner of another Unit at the Project.

### Section 5.3 Membership and Voting.

The Association shall have one class of membership consisting of all Owners. Except as otherwise provided for in this Declaration, each Owner shall be entitled to vote in Association matters as set forth in Section 2.1 above. Each Owner is subject to all rights and duties assigned to Owners under the Association Documents. Notwithstanding the number of Owners of record for any particular Unit, each original Unit is one vote as described in Section 2.1 above.

### Section 5.4 Board Composition.

There is no period of Declarant control of the Board as permitted by §303(5) of the Act. For so long as Declarant and ULC are the sole Owners within the Project, each such party shall have the right to appoint one member to serve on the Board (with each such member having one unweighted vote), and the Board shall appoint the officers, with such Board members and officers to take office upon appointment. At such time that Declarant and ULC are not the sole Owners within the Project, then each Owner of a Unit (other than the Owner of Unit 8) shall have the right to appoint one member to serve on the Board and that members vote shall be weighted in accordance with the Allocated Interest in the Common Elements of the Owner who appointed such member. In the event that a Unit is subdivided pursuant to Section 3.5 above, then the Owners of the newly created Unit(s) shall collectively appoint one person to represent them on the Board, with each Unit's vote weighted as provided in Section 2.1 above.

### Section 5.5 Implied Rights and Obligations.

The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act and by the Colorado Revised Nonprofit Corporation Act. Except as otherwise provided in the Association Documents and the Act, the Board may act in all instances on behalf of the Association.

#### Section 5.6 Notice.

Notices to the Association or the Board shall be delivered to the office of the Association, or to such other address as the Board may designate by written notice to Owners. Except as otherwise provided herein notices to any Owner shall be sent to the Owner's address as it appears in the records of the Association. Notices given in accordance with this section may be sent by personal delivery, which shall be effective upon receipt; by overnight courier service, which shall be effective upon the next delivery day following deposit with the courier service; or regular, registered or certified mail, postage prepaid, which shall be effective three days after deposit in the U.S. mail.

### Section 5.7 Manager.

The Association may employ or contract for the services of a Manager to whom the Board may delegate certain powers, functions or duties of the Association, as provided in the Bylaws. The Manager shall not have the authority to make expenditures except as directed by

the Board.

### ARTICLE 6 LIENS

### Section 6.1 No Liability.

If any Owner shall cause any material to be furnished to their Unit or their Limited Common Elements, or any labor to be performed therein or thereon, no Owner of any other Unit, nor the Association, nor any Limited Common Elements shall under any circumstances be liable for or encumbered with the obligation for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials.

### Section 6.2 Mechanic Liens.

If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit or an Owner or the Association (whether or not such lien or order is valid and enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall, at their own cost and expense, cause the same to be canceled and discharged of record or bonded by a surety company reasonably acceptable to the other Owner(s) within twenty days after the date of filing thereof.

### ARTICLE 7 EASEMENTS

### Section 7.1 <u>Recorded Easements.</u>

The Property shall be subject to all easements as shown and/or granted on the Map, those of record, those provided in the Act (including easements for encroachment set forth in §214 of the Act and an easement for maintenance of any such encroachment), and otherwise as set forth in this Article 7 or elsewhere in this Declaration. In addition, pursuant to §205(1)(m) of the Act, the recording data for certain recorded easements and licenses to which the Project is or may become subject to are identified on the attached **Exhibit C**.

### Section 7.2 <u>Utility Easements</u>.

Subject to the limitations set forth in this Section 7.2, there is hereby created a blanket easement upon, across, over, in and under the Project for the benefit of the Common Elements, the Units, the Association, utility companies and the structures and improvements situated on the Property for ingress and egress, installation, location, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable television and electricity. Said blanket easement includes future utility services not presently available to the Units and the Common Elements which may reasonably be required in the

future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Units and the Common Elements and to affix and maintain electrical and/or telephone wires, circuits, conduits and pipes on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding the Property. Notwithstanding the foregoing, except as may otherwise exist as of the date hereof (and except the "Telecommunications Equipment" described in the last paragraph of this Section 7.2), any utility serving one Unit or fewer than all of the Units shall to the extent feasible be located entirely within the Unit or Limited Common Elements of the Unit served and further subject to the approval of all Owners (acting collectively for one original Unit) as to locations on General Common Elements and any Limited Common Elements of other Units. In addition to the foregoing, and subject to the same conditions stated above, each Unit shall have an easement for the location and maintenance of any utility conduits, pipes and other facilities, components and/or meters servicing the Unit if located in or upon another Unit or another Unit's Limited Common Elements. Unit Owners shall not unreasonably withhold approval for utility locations that satisfy the conditions stated in this section.

Utility components and meters that serve more than one Unit Owner and which are not maintained by the utility company shall be maintained by the Association, and, in the event of any maintenance, repair, or replacement that damages the utility components and meters or a Unit or its Unit's Limited Common Elements, the Association shall have the obligation to restore such Unit and/or the Limited Common Elements as a Common Expense; *provided*, *however*, any maintenance, repair or replacement of a utility component arising from the act, negligence or willful misconduct of an Owner, its agents and employees shall be at such Owner's sole cost and expense. An Owner shall preserve any common utility components and meters located in its Unit or on the Unit's Limited Common Elements but may relocate any such utilities and meters at the Owner's discretion and sole cost, subject to the easement rights provided in this Declaration and provided such relocation does not interrupt service to another Unit.

In furtherance of the foregoing provisions of this Section 7.2, the Owner(s) of Units 1, 2 and 3 have an easement on, over and across the roof of the Building to access, equipment maintain locate telecommunication owned by said ("Telecommunications Equipment"). The Telecommunications Equipment is owned by the Owner(s) of Units 1, 2, and 3 and shall not be a General Common Element and no cost of maintenance of the Telecommunications Equipment or repairs to that portion of the roof impacted by the maintenance and installation of the Telecommunications Equipment shall be a Common Expense. Notwithstanding the foregoing, the Telecommunications Equipment shall be for the sole use of the Owner(s) of Units 1, 2, and 3 and their designated governmental affiliates, divisions, agencies, and branches as well as State of Colorado agencies, Tri-County agencies and other governmental partners; such Owner(s) of Units 1, 2, and 3 shall not have the right to otherwise lease or grant rights for the use or location of rooftop equipment to other third parties. No other Owner or tenant may place or permit the placement of other telecommunications equipment, cell towers, extenders or other facilities or improvements on the roof of the Building that in any manner interfere with access to or the operation of the foregoing Telecommunications Equipment.

# Section 7.3 <u>Reservation of Easements, Exceptions and Exclusions.</u>

The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Elements for the best interest of all Owners and the Association. Each Owner and Mortgagee is hereby granted a perpetual non-exclusive easement appurtenant to the Owner's Unit for ingress to and egress from the Owner's Unit over and across the General Common Elements and the Limited Common Elements appurtenant to that Owner's Unit. Each Owner and Mortgagee is hereby granted a perpetual non-exclusive easement appurtenant to the Owner's Unit for ingress to and egress from the Owner's Unit over and across Unit 8 to the public street subject to the terms of the Parking Easement. Subject to the terms of this Declaration, each Unit Owner shall have the right to grant easements to guests, invitees, licensees, and other third parties for access and use across the Limited Common Elements designated for the Owner's Unit.

# Section 7.4 Emergency Access Easement.

A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

# Section 7.5 Support Easements.

Each Unit is subject to a blanket easement for support and a blanket easement for the maintenance of structures or improvements presently situated or to be built in the future on the Property.

# Section 7.6 <u>Easements for Encroachments</u>.

If any part of the Common Elements encroaches or shall hereafter encroach upon a Unit, an easement for the existence of such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon another Unit, the Owner of that Unit shall and does have an easement for the existence of such encroachment and for the maintenance of same. The easement shall extend for whatever period of time the encroachment exists. Such easements for encroachments shall not be considered to be encumbrances either on the Common Elements or a Unit. Encroachments referred to herein include, but are not limited to, unintentional encroachments caused by error in the original construction of the improvements, by error on the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof or by any other movement of any portion of the Improvements located within the Project.

## Section 7.7 Easement for Maintenance.

Each Owner and the Association shall have the irrevocable right, to be exercised only by the Manager, the Board or officers or employees of the Association unless otherwise delegated in writing by the Association, to have access to each Unit from time to time during

reasonable hours on reasonable notice as may be necessary for the maintenance, repair or replacement of any property required to be maintained, repaired or replaced by such party, or at any hour with little or no notice for making emergency repairs, maintenance or inspection therein necessary to prevent damage to the Common Elements or another Unit. In the event insurance proceeds under Article 9 below are payable to an Owner but the maintenance responsibility of the area to which such proceeds relate is the Association's, the Association shall complete any such repair or replacement at the Owner's cost.

# ARTICLE 8 MAINTENANCE

# Section 8.1 <u>Maintenance by Owners</u>.

Except as otherwise provided herein, each Owner shall maintain and keep in repair their Unit and its appurtenant Limited Common Elements and any utility conduits, pipes and other facilities, components and/or meters servicing solely the Unit if located in or upon the other Unit or another Unit's Limited Common Elements. Notwithstanding the foregoing, the Association shall be responsible for the maintenance and repair of Unit 8 and any Limited Common Element utilities located thereon. An Owner shall do no act or any work that will impair the structural soundness or integrity of another Unit or impair any easement. In the event that a Unit is damaged or destroyed by an event of casualty, the Owner of such Unit shall take reasonable measures to diligently pursue the repair and reconstruction of the Unit. The Board reserves the right to assign additional maintenance and repair responsibilities to Owners within the Rules or otherwise, and to clarify the maintenance responsibilities set forth in this Article 8, and Owners are obligated to accept said maintenance responsibility, provided said assignment is done in a uniform and non-discriminatory manner. The Unit 8 Owner shall not be liable for any portion of expenses arising from maintenance, repair or replacement of Common Elements located entirely within the Building.

## Section 8.2 Maintenance by Association.

In addition to the maintenance described in Section 8.1 above, the Association shall also maintain, repair, and replace the General Common Elements (including Building exterior doors and windows, and those portions of the City right-of-way adjacent to the Project that the City requires be maintained by the owner of the Property) as a Common Expense of all Owners, to be shared by each Owner according to their Allocated Interests set forth in Section 2.1 above (subject to Section 8.3 below); provided, however, all Common Expenses associated with the maintenance and repair of Unit 8 (including the collection of reserves related thereto) shall be paid in proportionate shares by the Owners allocated the right to use the parking spaces within Unit 8 as follows: (a) each Owner that has the exclusive right to use certain parking spaces within Unit 8 shall be responsible for a percentage of the costs related to Unit 8 which shall be based upon a fraction, the numerator of which is the number of parking spaces such Owner has the exclusive right to use, and the denominator of which is all parking spaces located within Unit 8; and (b) each Owner that has a non-exclusive right to use certain parking spaces within Unit 8 shall be responsible for a percentage of the costs related to Unit 8 which shall be based upon a percentage determined by taking the number of Owners benefitted by the shared

parking spaces and dividing that number by the number of parking spaces shared, and taking the resulting number and dividing it by the total number of parking spaces within Unit 8 (e.g., if 2 Owners each had the non-exclusive right to use the same 25 parking spaces and there were a total of 100 parking spaces within Unit 8, each such Owner would be responsible for 12.5% of the Unit 8 costs). The Association shall have the right to access each Unit from time to time during reasonable hours on reasonable notice as may be necessary for the maintenance and repair of any property required to be maintained or repaired or replaced by the Association or at any hour with little or no notice for making emergency repairs. The Board reserves the right to undertake certain maintenance and repair related to the Units and the Common Elements within the Rules or otherwise, and to clarify the maintenance responsibilities set forth in this Article 8, and Owners are obligated to accept said maintenance responsibility, provided said assignment is done in a uniform and non-discriminatory manner.

# Section 8.3 <u>Damage Caused by Owners or Owner's Agents.</u>

Notwithstanding the foregoing provisions of this Article 8, if maintenance or repair of any Unit or Common Element (including Limited Common Elements) is the result of damage caused by the negligent or tortious acts of an Owner or Owner's Agent, then such Owner shall be responsible and liable for the cost, maintenance and repair thereof, which must be timely undertaken and paid.

# ARTICLE 9 INSURANCE

# Section 9.1 Association Insurance.

- (a) *Insurance*. The Association shall obtain and continue in effect the following types of insurance if reasonably available or, if not reasonably available, the most nearly equivalent coverages as are reasonably available.
- (i) Blanket "all risk" property insurance in an amount not less than one hundred percent (100%) of the current replacement cost of the Units and the Common Elements, except that such insurance shall not include the finished interior surfaces of the walls, floors, and ceilings of the Units or any improvements and betterments installed by Owners. Such insurance may exclude land, excavations, foundations and other items normally excluded from such property insurance policies.
- (ii) Commercial general liability insurance insuring against claims and liabilities arising in connection with the ownership, operation, maintenance, existence, use, or management of the Common Elements and Unit 8, insuring the executive board, the Association, any management agent, and their respective employees, agents, and all persons acting as agents. The Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, operation, maintenance, existence, use, or management of the Common Elements and Unit 8. The insurance shall cover claims of one or more insured parties against other insured parties. Such insurance shall provide coverage of at least \$1,000,000.00 per

occurrence, \$2,000,000.00 aggregate, with respect to bodily injury, personal injury and property damage.

- (iii) Any other coverage required by the Act or controlling laws.
- (b) *Policy Requirements*. All policies shall provide for a certificate of insurance to be furnished to the Association and upon request, to the other Owner. All insurance coverage shall:
- (i) Be written with companies authorized to do business in the State of Colorado:
  - (ii) Include an inflation guard endorsement, as applicable;
- (iii) Include an agreed amount endorsement, if the policy contains a coinsurance clause;
- (iv) Include an endorsement requiring at least 30 days prior written notice to the other Owner of any cancellation, substantial modification or non-renewal;
- (v) Provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association:
  - (vi) Waive rights to subrogation against any Owner;
- (vii) Provide that no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- (viii) Provide primary insurance coverage if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy.
- Association insurance policy to the negligent Owner causing a loss (or to the Owner whose Owner's Agent caused the loss), or any Owner benefiting from insurance proceeds for repair or restoration of improvements which the Owner is otherwise responsible to maintain (provided that such repair and restoration was not caused by the act, negligence or willful misconduct of another Owner or by the Association). In the event that more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each Owner a pro rata share of any deductible paid by the Association, except to the extent that the loss was caused by an Owner or such Owner's Agent, in which event the deductible shall be solely paid by such Owner.

# Section 9.2 Owner Insurance.

Each Owner shall carry commercial general liability insurance insuring against claims and liabilities arising within the Units and Limited Common Elements serving the

Owner's Unit. Such insurance shall provide coverage of at least \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, with respect to bodily injury, personal injury and property damage. In addition, Owners shall carry property coverage on any finished interior surfaces of the walls, floors and ceilings of the Units and any improvements and betterments installed by the Owner or any prior Owner. All policies obtained by Owners shall waive the right to subrogation against the Association and its insurance carriers.

# ARTICLE 10 ASSESSMENTS

# Section 10.1 Obligation.

The Association shall levy and assess Annual Assessments based on an approved budget, the Allocated Interests noted in Section 2.1 above (except as provided in Section 8.2 above), and as provided in this Article 10.

# Section 10.2 Budget.

The Board shall approve a budget for operating expenses and reserves and submit the budget to the Owners in accordance with the Act; *provided*, *however*, the budget will be deemed approved by the Owners in the absence of a veto at the noticed meeting by Owners holding 67% of the Owner vote in the Association.

# Section 10.3 <u>Annual Assessments</u>.

10.3.1 Annual Assessments made for Common Expenses shall be based upon the estimated cash requirements as the Board shall from time to time determine to be paid by the Owners.

10.3.2 Annual Assessments shall be payable in monthly installments on a prorated basis in advance and shall be due on the first day of each month beginning no later than the date the budget is adopted.

# Section 10.4 Apportionment of Annual Assessments.

Except as provided in Section 8.2 above, the Common Expenses shall be allocated among the Units on the basis of the Allocated Interests for Common Expenses in effect on the date of assessment; *provided*, *however*, that (a) any common expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Units to which that Limited Common Element is assigned, equally (subject to Section 8.3 above); (b) any Common Expense or portion thereof benefiting fewer than all of the Units shall be assessed exclusively against the Unit(s) benefited (subject to Section 8.3 above); and (c) the costs of shared utilities shall be assessed in proportion to usage as determined by the Board.

# Section 10.5 Special Assessments.

In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the General Common Elements or for any other expense incurred or to be incurred as provided in this Declaration. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the calendar year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or improvements.

### Section 10.6 Default Assessments.

All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment. Notice in writing of the amount of such Default Assessment and the time for payment of the Default Assessment shall be given promptly to the Owner. If payment is not made on or before the date set forth in such written notice, the Default Assessment shall become a lien against such Owner's Unit in accordance with the provisions of Section 10.7, that may be foreclosed or otherwise collected as provided in this Declaration.

# Section 10.7 Effect of Nonpayment; Assessment Lien.

Any Assessment installment, whether pertaining to any Annual Assessment, Special Assessment or Default Assessment, which is not paid on or before ten days after its due date shall be delinquent. If an Assessment installment becomes delinquent, the Board, in its sole discretion, may take any or all of the following actions. The Board member appointed by an Owner delinquent in their payment of Assessments shall not be permitted to vote on any Board action related to such delinquency.

- (a) Assess a late charge for each delinquency in such amount as the Board deems appropriate;
- (b) Assess an interest charge from the due date at the yearly rate of 12%, or such other lawful rate as the Board may establish, not to exceed the maximum rate allowable under the Act or applicable state usury laws;
  - (c) Suspend the voting rights of the Owner during any period of delinquency;
- (d) Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year or other predetermined Assessment period shall be due and payable at once;

- (e) Bring an action at law against any Owner obligated to pay the delinquent Assessments; and
  - (f) Proceed with foreclosure as set forth in more detail below.

Assessments chargeable to any Unit shall constitute a lien on such Unit; provided, however, notwithstanding any provision of the Association Documents to the contrary, such lien may only be enforced against Adams County, Colorado to the extent permitted by law. The Association may institute foreclosure proceedings against the defaulting Owner's Unit in the manner for foreclosing a Mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorneys' fees incurred in connection with the enforcement of the lien. The Owner shall be required to pay the Association the monthly Assessment installments for the Unit during the period of any foreclosure. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In addition, if any Owner fails to timely pay Assessments or any money or sums due to the Association, the Association may require reimbursement for collection costs and reasonable attorneys' fees and costs incurred as a result of such failure without the necessity of commencing a legal proceeding.

# Section 10.8 <u>Personal Obligation</u>.

Each Assessment against a Unit is the personal obligation of the person(s) or entitiy(ies) who owned the Unit at the time the Assessment became due and shall also pass to successors in title. The phrase "personal obligation" as used herein and in other provisions of this Declaration, is not intended, and shall not convey personal liability on the members and/or shareholders of a corporation, limited liability company or similar type entity, or with respect to the commissioners, officers or employees of Declarant. By acceptance of a deed for a Unit, each Unit purchaser thereby consents to assume the foregoing joint obligation for all Assessments due against the Unit pursuant to this Section 10.8. No Owner may exempt themselves from liability for any Assessment by abandonment of their Unit, or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings and all reasonable attorneys' fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

# Section 10.9 Payment by Mortgagees.

Any Mortgagee holding a lien on a Unit may pay any unpaid Assessment payable with respect to such Unit, together with any and all costs and expenses incurred with respect to the lien.

# Section 10.10 Statement of Status of Assessment Payment.

Upon payment of a reasonable fee set from time to time by the Board and upon written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owner, designee of Owner, Mortgagee, prospective Mortgagee or prospective purchaser of a Unit shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Unit. Unless such statement shall be issued by personal delivery or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within 14 calendar days after receipt of the request, the Association shall have no right to assert a lien upon the Unit over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.

# Section 10.12 Maintenance Accounts; Accounting.

If the Association delegates powers of the Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to other person or entities (including Manager), then such other persons or entities must (a) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or entity, (b) maintain all reserve and working capital accounts of the Association separate from the operational accounts of the Association, (c) provide to the Association no less than once per month an accounting for the previous month, including a budget/actual reconciliation report, and (d) provide to the Association an annual accounting and financial statement, including a budget/actual reconciliation report, of Association funds.

# ARTICLE 11 DAMAGE OR DESTRUCTION

## Section 11.1 The Role of the Board.

In the event of damage to or destruction of all or part of any Unit, Common Element, or other property covered by insurance written in the name of the Association under Article 9 above, the Board shall arrange for and supervise the prompt repair and restoration of the damaged property (the property insured by the Association pursuant to Article 9 is sometimes referred to as the "Association-Insured Property").

# Section 11.2 <u>Estimate of Damages or Destruction</u>.

As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Board shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used in this Article 11 shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction unless: (a) the Project is terminated in accordance with the provisions of this Declaration; (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (c) all Owners of the Units, including

every Owner of a Unit or assigned Limited Common Element that will not be rebuilt vote not to rebuild. Such costs may also include professional fees and premiums for such bonds as the Board or the insurance trustee, if any, determines to be necessary.

# Section 11.3 Repair and Reconstruction.

As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured Property. The Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

# Section 11.4 Funds for Repair and Reconstruction.

The proceeds received by the Association from any property insurance carried by the Association shall be used for the purpose of repair, replacement and reconstruction of the Association-Insured Property for the benefit of Owners and Mortgagees. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Section 10.5 above, levy, assess and collect from the Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in a like manner if the amounts collected prove insufficient to complete the repair, replacement or reconstruction.

# Section 11.5 Disbursement of Funds for Repair and Reconstruction.

The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in accordance with the Units' Allocated Interests as their interests appear.

# ARTICLE 12 CONDEMNATION

# Section 12.1 Rights of Owners.

Whenever all or any part of the General Common Elements shall be taken by any authority having power of condemnation or eminent domain, or whenever all or any part of the Common Elements are conveyed in lieu of a taking under threat of condemnation by the Board

acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking or conveying. The Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

The award made for such taking shall be payable to the Association for the benefit (a) of the Owner of the Unit allocated a Limited Common Element, if the condemnation solely affects such Limited Common Element, and its Mortgagees, and (b) of all Owners if the condemnation affects the General Common Elements. The award for a taking of a Limited Common Element shall be payable solely to the Owner of the Unit allocated the Limited Common Element, first to the Mortgagee and then to the Owner, as their interests appear. The award for a taking of a General Common Element shall be payable to each Owner in accordance with its Unit's Allocated Interests in the Common Elements, first to the Mortgagees of the applicable Units and then to the Owners, as their interests appear.

# Section 12.2 Complete Condemnation.

If all of the Property is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the Project shall be deemed to be terminated thereby, and the portion of the condemnation award attributable to the Common Elements shall be distributed to the Owners in accordance with their Allocated Interests in the Common Elements as described in Section 2.1 above, first to the Mortgagees of the applicable Units and then to the Owners, as their interests appear.

# ARTICLE 13 ASSOCIATION AS ATTORNEY-IN-FACT

Each Owner hereby irrevocably appoints the Board as the Owner's true and lawful attorney-in-fact for the purposes of (a) granting easements pursuant to Article 7 above, (b) purchasing and maintaining and Association insurance pursuant to Article 9 above, and (c) negotiating and dealing with any authority having the power of condemnation or eminent domain relating to a complete or partial taking as provided in Article 12 above. Acceptance by a grantee of a deed or other instrument of conveyance or any other instrument conveying a portion of the Property shall constitute appointment of the Board as the grantee's attorney-in-fact, and the Board shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Board as attorney-in-fact.

# ARTICLE 14 ARCHITECTURAL CONTROL AND DESIGN REVIEW

## Section 14.1 Alterations.

Except as otherwise provided in this Declaration, no alteration or additions to the Common Elements, the structural components of a Unit, or to the exterior of any Unit or its

allocated Limited Common Elements, shall be made unless first approved in writing by the other Owner(s) (collectively, "Reviewable Improvements").

# Section 14.2 Requirement for Approval.

Except as otherwise provided in the Act, no Reviewable Improvements shall be commenced or undertaken until plans and specifications with respect thereto satisfactory to the Reviewing Owners, showing the proposed Reviewable Improvements, site location of such Reviewable Improvements, complete building plans and material specifications, and all exterior elevations, materials and colors, grading, drainage, erosion control, easements and utilities, and such other information as may be reasonably requested by the Reviewing Owners have been submitted to and approved in writing by the Reviewing Owners. All Reviewable Improvements shall be constructed only in accordance with approved plans. If the Reviewing Owners have not responded to a request for approval within thirty days of submission of all information requested by the other Owner, then the Owner's request shall be deemed approved. Non-structural improvements and other alterations that are completely within an existing Unit may be undertaken without such approval, by and at the cost of the Owner. All such improvements shall be insured by and at the cost of the Owner. Except as otherwise expressly provided in this Declaration, an Owner undertaking such improvements shall be solely responsible for any and all costs or damages attributable to the construction or existence of such improvements.

# ARTICLE 15 MORTGAGEES' RIGHTS

- 15.1 <u>Notice to Eligible Mortgagees</u>. A Mortgagee who has delivered a written request to the Association containing its name, address, the legal description and the address of the Unit encumbered by its Mortgage ("<u>Eligible Mortgagee</u>"), requesting that the Association notify them on any of the following proposed actions will be entitled to timely written notice of:
- (a) any material condemnation loss or any casualty loss which affects a material portion of the Common Elements or the Unit on which the Eligible Mortgagee holds a Mortgage;
- (b) any sixty-day delinquency in the payment of Assessments or charges owed by the Owner of the Unit upon which the Eligible Mortgagee holds a Mortgage;
- (c) any lapse, cancellation, or material modification of any mandatory insurance policy or fidelity bond maintained by the Association; and
- (d) any termination of the common interest community in accordance with Article 16 below.

# ARTICLE 16 DURATION OF COVENANTS AND AMENDMENT

# Section 16.1 Term.

The covenants and restrictions of this Declaration shall run with and bind the Project in perpetuity, subject to the termination provisions of the Act. Except as otherwise provided herein, the consent of Owners holding at least sixty-seven percent of the vote in the Association shall be required to terminate this Declaration and the Project.

## Section 16.2 Amendments.

Except as otherwise expressly provided herein or pursuant to the Act, this Declaration or any provision in it, may be amended at any time by Owners holding at least sixty-seven percent of the vote in the Association. Any material amendment to this Declaration or the Map or any amendment to Section 8.2 hereof relating to the maintenance of Unit 8 shall require the consent of the Unit 8 Owner, which consent shall not be unreasonably withheld, conditioned or delayed.

# Section 16.3 Amendment Procedure.

Any amendment must be executed by the President of the Association and recorded with the Clerk and Recorder and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners to the amendment.

# ARTICLE 17 DISPUTE RESOLUTION

# Section 17.1 Arbitration.

Except as otherwise provided above, any dispute between the Owners or between an Owner and the Association arising out of the Association Documents, shall first be submitted to mediation within one year of the date the claiming Owner knew or should have known of the facts giving rise to the claim. In the event that mediation does not result in a resolution of such dispute, then except for Claims that involve Adams County, Colorado (which must be submitted to litigation), the claim shall be resolved through binding arbitration before a single arbitrator. A demand for the resolution of a dispute by arbitration must be made in writing (or the filing of the claim with the District Court of Adams County, Colorado for claims involving Adams County, Colorado), must be made within one month from the termination of mediation. The demand for arbitration shall be delivered to the other party(ies) and the private arbitration service provider, JAMS, Inc. (formerly known as Judicial Arbitration and Mediation Services). Except as otherwise agreed by the Owners, JAMS shall administer all aspects of arbitration, including selection of the arbitrator, pursuant to JAMS Streamlined Arbitration Rules and Procedures. Absent a showing of extraordinary circumstances or extraordinary need to ensure a just and fair resolution, there shall be no discovery in the arbitration, and the arbitration hearing, if any, shall

be limited to one day. Arbitrations conducted pursuant to this Article 17 will be governed by Colorado law. The orders of the arbitrator shall be in writing and shall specify the basis for the decision. The results of any arbitration conducted pursuant to this provision shall be binding and final, and the decision of the arbitrator may be filed, converted and enforced as a judgment, order or decree in the Adams County District Court.

# Section 17.2 <u>Recovery of Fees and Expenses.</u>

The arbitrator shall make an award of attorneys' fees and expenses, including the fees and expenses of the arbitrator to the prevailing Owner; *provided*, *however*, that if the decision of the arbitrator is not wholly in favor of one Owner, the arbitrator shall allocate such fees and expenses between the Owners. Any Owner who fails to submit to binding arbitration regarding a dispute following a lawful demand by the opposing Owner shall bear all costs and expenses, including reasonable attorneys' fees, incurred by the opposing Owner in compelling arbitration of such dispute.

# ARTICLE 18 GENERAL PROVISIONS

### Section 18.1 Enforcement.

Except as otherwise provided in this Declaration, the Board or an Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

# Section 18.2 <u>Severability</u>.

The provisions of this Declaration shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Declaration, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable (a) the invalid or unenforceable provision shall be reformed, to the minimum extent required to render such invalid or unenforceable provision enforceable in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Declaration and the application of such provision to other persons or entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision.

# Section 18.3 Conflicts Between Documents.

In case of conflict between this Declaration and the Articles and the Bylaws, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

| THIS DECLARATION is executed as of                                                                                       | f the day of                   | , 2018.                     |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------|
| DECLARANT:                                                                                                               |                                |                             |
| Adams County, Colorado, a political sub<br>duly organized and existing under the co<br>and laws of the State of Colorado |                                |                             |
| By:                                                                                                                      |                                |                             |
| Printed Name:                                                                                                            |                                |                             |
| Its:                                                                                                                     |                                |                             |
| STATE OF COLORADO  COUNTY OF                                                                                             | )                              |                             |
|                                                                                                                          | ) ss.                          |                             |
| COUNTY OF                                                                                                                | )                              |                             |
| The foregoing instrument was acknowled                                                                                   | dged before me this day        | y of 2018                   |
| by, as                                                                                                                   | of Adams Co                    | ounty, Colorado, a politica |
| subdivision duly organized and existing                                                                                  | under the constitution and lav | ws of the State of Colorado |
| Witness my hand and official seal.                                                                                       |                                |                             |
| My commission expires:                                                                                                   |                                |                             |
| (SEAL)                                                                                                                   |                                |                             |
|                                                                                                                          | Notary Public                  |                             |

# EXHIBIT A TO DECLARATION OF CONDOMINIUM FOR SOUTH PLATTE CROSSING

(Legal Description)

BLOCK 1 AND 2, COLO CON SUBDIVISION, AND A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 664 FEET NORTH OF THE SOUTHWEST CORNER OF PLOT 7, ADAMS COUNTY POULTRY FARMS:

THENCE EAST 257.8 FEET TO THE EAST LINE OF SAID PLOT;

THENCE NORTH 176 FEET;

THENCE WEST 257.8 FEET:

THENCE SOUTH 176 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

THE LEGAL DESCRIPTION WRITTEN ABOVE IS ALSO DESCRIBED AS:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, AS NOTED ON THE "COLO CON SUBDIVISION" RECORDED OCTOBER 19, 1971 UNDER RECEPTION NO. 938931 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°55'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 512.40 FEET TO A POINT THAT IS THE NORTHEAST CORNER OF PLOT 5 OF ADAMS COUNTY POULTRY FARMS, RECORDED MARCH 19, 1923 UNDER RECEPTION NO. 90239 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE SOUTH 00°02'30" EAST ALONG THE EAST LINE OF SAID PLOT 5, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, SAID POINT IS ALSO THE NORTHEAST CORNER OF COLO CON SUBDIVISION, A RESUBDIVISION OF SAID PLOT 5, RECORDED OCTOBER 19, 1971 UNDER RECEPTION NO. 938931 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE SOUTH 00°02'30" EAST, CONTINUING ALONG SAID EAST LINE A DISTANCE OF 597.78 FEET TO A POINT THAT IS 664 FEET NORTH OF THE SOUTHEAST CORNER OF PLOT 7 AND ON THE EAST LINE OF PLOT 7 OF SAID ADAMS COUNTY POULTRY FARMS PLAT;

THENCE SOUTH 89°55'00" WEST, PARALLEL WITH THE SOUTH LINE OF SAID PLOT 7, A DISTANCE OF 257.80 FEET, TO A POINT THAT IS ON THE WEST LINE OF SAID PLOT 7 AND 664 FEET NORTH OF THE SOUTHWEST CORNER OF SAID PLOT 7;

THENCE NORTH 00°02'30" WEST ALONG THE WEST LINE OF SAID PLOT 7, A DISTANCE OF 176.00 FEET, TO A POINT THAT IS THE NORTHWEST CORNER OF SAID PLOT 7;

THENCE SOUTH 89°55'00" WEST, ALONG THE SOUTH LINE OF SAID PLOT 5 OF SAID ADAMS COUNTY POULTRY FARMS PLAT, A DISTANCE OF 214.32 FEET TO A POINT THAT IS ON THE EASTERLY RIGHT OF WAY OF STATE HIGHWAY NO. 2, AS STATED IN THE LEGAL DESCRIPTION OF SAID COLO CON SUBDIVISION;

THENCE ALONG THE SAID RIGHT OF WAY AS NOTED ON SAID COLO CON SUBDIVISION THE FOLLOWING THREE COURSES:

- 1) NORTH 25°28'53" EAST, A DISTANCE OF 245.25 FEET;
- 2) NORTH 37°33'00" EAST, A DISTANCE OF 2.70 FEET TO A POINT OF NON-TANGENT CURVE:
- 3) ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 53°03'09" WEST, HAVING A DELTA OF 13°01'42", A RADIUS OF 1015.00 FEET, A DISTANCE OF 230.40 FEET TO A POINT THAT IS 30.00 FEET SOUTH, BY PERPENDICULAR MEASUREMENT, OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6;

THENCE NORTH 89°55'00" EAST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 248.00 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

# EXHIBIT B TO DECLARATION OF CONDOMINIUM FOR SOUTH PLATTE CROSSING

(Allocated Interests in Common Expenses and Common Elements)

| Unit # | Interior Square Footage of Unit | Allocated Interest in Common<br>Expenses and Common Elements |
|--------|---------------------------------|--------------------------------------------------------------|
|        | 0.40=                           | 1                                                            |
| 1      | 9,107                           | 13.17%                                                       |
| 2      | 8,783                           | 12.71%                                                       |
| 3      | 10,242                          | 14.82%                                                       |
| 4      | 10,241                          | 14.82%                                                       |
| 5      | 10,241                          | 14.82%                                                       |
| 6      | 10,241                          | 14.82%                                                       |
| 7      | 10,259                          | 14.84%                                                       |
| 8      | 0                               | 0%                                                           |
| Total: | 69,114                          | 100%                                                         |

NOTE: The above square footage may differ from the square footage as measured for sales or taxation purposes.

# EXHIBIT C TO DECLARATION OF CONDOMINIUM FOR SOUTH PLATTE CROSSING

(Certain Recorded Easements and Licenses Appurtenant to Project)

- 1. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED JULY 6, 1931 IN BOOK 196 AT PAGE 607.
- 2. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED JUNE 29, 1979 UNDER RECEPTION NO. B207587.
- 3. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF RESTRICTIONS ON TRANSFER OF REAL ESTATE IN SUBDIVISIONS RECORDED MAY 09, 1989 UNDER RECEPTION NO. B880857.

# After Recording Return to:

Adams Tower NP Center LLC 1600 N Downing Street, Suite 300 Denver, Colorado 80218

# **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is dated \_\_\_\_\_\_\_\_, 2018, and is made by Adams County, Colorado, a political subdivision duly organized and existing under the Constitution and Laws of the State of Colorado ("Grantor") in favor of Adams Tower NP Center LLC, a Colorado limited liability company ("Grantee") whose address is 1600 N Downing Street, Suite 300, Denver, Colorado 80218.

WITNESS, that Grantor, for and in consideration of the sum of THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$3,800,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto Grantee, all of the real property, together with any improvements thereon, if any, located in the County of Adams, and State of Colorado, described as follows ("Property"):

# SEE ATTACHED EXHIBIT A

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto Grantee. Grantor does covenant and agree that Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises in the quiet and peaceable possession of Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to taxes for the current year and subsequent years, and subject to the matters set forth on the attached Exhibit B.

[SIGNATURE FOLLOWS]

| acknowledged on the date set forth above.                                                                                            |                   | •                |             |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|-------------|
| GRANTOR:                                                                                                                             |                   |                  |             |
| Adams County, Colorado, a political subdivision duly organized and existing under the Constitution and Laws of the State of Colorado | ı                 |                  |             |
| By:                                                                                                                                  |                   |                  |             |
| By: Printed Name:                                                                                                                    |                   |                  |             |
| Its:                                                                                                                                 |                   |                  |             |
| STATE OF COLORADO                                                                                                                    | )                 |                  |             |
|                                                                                                                                      | ) ss:             |                  |             |
| [CITY AND] COUNTY OF                                                                                                                 | )                 |                  |             |
| The foregoing instrument was acknowledged befo                                                                                       | re me as of the   | day of           |             |
| 2018, by as                                                                                                                          |                   | of Ada           | ams County, |
| Colorado, a political subdivision duly organized at the State of Colorado.                                                           | nd existing under | the Constitution | and Laws of |
| WITNESS my hand and official seal.                                                                                                   |                   |                  |             |
|                                                                                                                                      | Notary Public     |                  |             |
| My Commission Expires:                                                                                                               |                   |                  |             |

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and

# EXHIBIT A

(Property)

| Units                                        | 4, 5, 5 | , 6, 7 and 8, Sc | outh F | Platte Crossing, a | ccordi | ng to the | e Condon | ninium Map    | of South Pl | latte |
|----------------------------------------------|---------|------------------|--------|--------------------|--------|-----------|----------|---------------|-------------|-------|
| Crossing recorded on, 2018, at Reception No. |         |                  |        |                    |        | ,         |          |               |             |       |
| and                                          | the     | Declaration      | of     | Condominium        | for    | South     | Platte   | Crossing,     | recorded    | on    |
|                                              |         | , 201            | 8, at  | Reception No       |        |           | , both   | in the recor  | ds of the C | lerk  |
| and F                                        | lecor   | ler of Adams (   | Coun   | ty, Colorado, as a | mend   | ed and s  | upplemei | nted from tir | ne to time. |       |

# **EXHIBIT B**

# (Permitted Exceptions)

- 1. WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- 2. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED JULY 6, 1931 IN BOOK 196 AT PAGE 607.
- 3. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED JUNE 29, 1979 UNDER RECEPTION NO. B207587.
- 4. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF RESTRICTIONS ON TRANSFER OF REAL ESTATE IN SIUBDIVISIONS RECORDED MAY 9, 1989 UNDER RECEPTION NO. B880857.
- 5. RESTRICTIVE COVENANTS AS CONTAINED IN THE DECLARATION OF CONDOMINIUM FOR SOUTH PLATTE CROSSING RECORDED COINCIDENT HEREWITH.
- 6. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE CONDOMINIUM MAP OF SOUTH PLATTE CROSSING RECORDED COINCIDENT HEREWITH.
- 7. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PARKING AND ACCESS EASEMENT AGREEMENT RECORDED COINCIDENT HEREWITH.

# **BILL OF SALE**

| THIS BILL OF SALE is made as of                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For \$1,000.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:                                                                                                                                                                                                                                                                                   |
| 1. Seller hereby conveys to Buyer the tangible personal property owned by Seller located in Units 4, 5, 6, and 7 of South Platte Crossing at 7190 Colorado Boulevard, Commerce City (the "Personal Property"). The Personal Property generally consists of office furniture, equipment, and decorations including, but not limited to, desks, tables, chairs, and other assorted furniture and equipment. |
| The Personal Property is conveyed by Seller in its "as is" condition and Seller does not make any express or implied warranty or representation of any kind whatsoever with respect to the Personal Property, including, without limitation, the merchantability of the Personal Property, its fitness for any particular purpose or the design or condition of such Personal Property.                   |
| SELLER:                                                                                                                                                                                                                                                                                                                                                                                                   |
| Adams County, Colorado, a political subdivision of the State of Colorado                                                                                                                                                                                                                                                                                                                                  |
| By: Printed Name: Its:                                                                                                                                                                                                                                                                                                                                                                                    |

After Recording Return to: Davis Graham & Stubbs LLP Attn: J. Christopher Kinsman 1550 17<sup>th</sup> Street, Suite 500 Denver, Colorado 80202

# RIGHT OF FIRST REFUSAL AGREEMENT

| THIS RIGHT OF FIRST REFUSAL AGREEMENT ("Agreement") is entered into as of the day of, 2018, by and between Adams Tower NP Center LLC, Colorado limited liability company ("Adams Tower"), and Adams County, Colorado, a politica subdivision duly organized and existing under the constitution and laws of the State of Colorad ("Adams County"). Adams Tower and Adams County are sometimes referred to hereindividually as a "Party" and collectively as the "Parties."                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RECITALS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| A. Adams Tower owns the following real property located generally at 7190 Colorad Boulevard, Commerce City, Colorado:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Unit 4, Unit 5, Unit 6 and Unit 7, South Platte Crossing, according to the Map of Sout Platte Crossing recorded on, 2018, at Reception No and the Declaration of Condominium for South Platte Crossing, recorded o, 2018, at Reception No, both in the records of the Clerk an Recorder of Adams County, Colorado, as amended and supplemented from time to time (each an "Adams Tower Unit" and collectively the "Adams Tower Units" — the phrase Adams Tower Unit and Adams Tower Units shall also include any units within the Sout Platte Crossing Condominiums project subsequently acquired by Adams Tower, Urba Land Conservancy, a Colorado nonprofit corporation ("ULC") or any affiliates of either) |
| B. Adams County owns the following real property located generally at 7190 Colorad Boulevard, Commerce City, Colorado:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Unit 1, Unit 2 and Unit 3, South Platte Crossing, according to the Map of South Platte Crossing recorded on, 2018, at Reception No, and the Declaration of Condominium for South Platte Crossing, recorded on, and 2018, at Reception No, both in the records of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time (each at "Adams County Unit" and collectively the "Adams County Units" – the phrase Adam County Unit and Adams County Units shall also include any units within the South Platte Crossing Condominiums project subsequently acquired by Adams County).                                                                                        |
| C. Adams Tower wishes to grant to Adams County a right of first refusal to purchase th Adams Tower Units for so long as Adams County owns a condominium unit at the South Platt Crossing Condominiums project ("Project").                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

D. Adams County wishes to grant to Adams Tower a right of first refusal to purchase the Adams County Units for so long as Adams Tower owns a condominium unit at the Project, all in accordance with the terms of this Agreement.

### AGREEMENT

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. So long as Adams County owns a condominium unit at the Project, Adams Tower hereby grants Adams County a right of first refusal to purchase any or all of the Adams Tower Units in accordance with the terms of this Agreement.
- 2. So long as Adams Tower owns a condominium unit at the Project, Adams County hereby grants Adams Tower a right of first refusal to purchase any or all of the Adams County Units in accordance with the terms of this Agreement.
- In the event that a Party ("Offering Party") receives a bona fide offer to sell or otherwise transfer any of its Unit(s) or all of its Unit(s) that the Offering Party is willing to accept ("Sales Offer"), Offering Party shall provide the other Party ("Offered Party") with prompt written notice of the Sales Offer. Offering Party's written notice of the Sales Offer to the Offered Party shall specify the price and other terms and conditions of the Sales Offer. If within 45 days following receipt of the Offering Party's notice of the Sales Offer, Offered Party agrees in writing to purchase the Unit(s) (or applicable portion thereof) ("ROFR Property") on the material terms specified in the Sales Offer, Offering Party and Offered Party will execute a purchase contract acceptable to Offering Party and Offered Party, both acting reasonably, for the ROFR Property within 30 days after Offering Party's receipt of Offered Party's notice of acceptance. If Offered Party does not exercise the right of first refusal to purchase within the time period specified, Offered Party's rights as to the specific transaction which was the subject of the Sales Offer shall terminate, and Offering Party may sell the ROFR Property to such third party on the terms set forth in the Sales Offer. Upon such sale, Offered Party shall execute reasonable documentation required by the Offering Party and/or a title company to terminate the right of first refusal with regards to the ROFR Property. Offering Party shall be obligated to re-present to Offered Party, in the manner set forth herein, any new Sales Offer or amended Sales Offer in the event of any change in the terms thereof. In addition, if Offered Party elects not to exercise its rights with respect to any particular Sales Offer, Offered Party's rights shall continue in full force and effect as to any remaining Unit(s) owned by the Offering Party.
- 4. This Agreement shall be recorded in the real property records of Adams County, Colorado, and upon and after such recordation shall run with title to the Adams Tower Units and the Adams County Units until such time that (a) Adams Tower, ULC and/or affiliates of either of them no longer own any Units at the Project, or (b) Adams County no longer owns any Units at the Project; provided, however, this Agreement shall automatically terminate as to a ROFR Property at the time such ROFR Property has been conveyed pursuant to the terms described of Section 3 above.

- The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. If, on account of any breach or default by a Party of its obligations under this Agreement, it becomes necessary for the other Party to engage an attorney to enforce or defend any of its rights or remedies hereunder, the prevailing party will be entitled to any reasonable attorneys' fees and costs so incurred.
- 6. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof, and no amendment, modification or alteration of the terms hereof is binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.
- 7. Any notice required or permitted to be given hereunder must be in writing and will be deemed to have been served and given (i) if delivered (with all fees prepaid) in person or emailed, upon delivery; (ii) if sent by a nationally recognized overnight courier (with all fees prepaid), the next business day following deposit of the notice with the courier service; or (iii) if placed in the United States mail, postage prepaid by certified or registered mail, then 3 business days after such notice is deposited with the United State Postal Service. The refusal to accept delivery or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this section shall constitute delivery. The addresses for all notices hereunder are as follows:

If to Adams Tower: **Urban Land Conservancy** 

1600 Downing Street, Suite 300

Denver, Colorado 80218 Attn: Aaron Miripol

with a copy to:

Kutak Rock LLP

1801 California Street, Suite 3000

Denver, Colorado 80202 Attn: Meredith R. Riley

If to Adams County: Adams County, Colorado

County Manager's Office

4430 South Adams County Parkway

5<sup>th</sup> Floor, Suite C5300 Brighton, Colorado 80601 Attn: Raymond H. Gonzales

with a copy to:

Adams County, Colorado County Attorney Office

4430 South Adams County Parkway

5<sup>th</sup> Floor, Suite C5000B Brighton, Colorado 80601 8. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Agreement shall not be affected thereby and each provision hereof shall remain valid and enforceable to the fullest extent permitted.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

# ADAMS TOWER:

| Adams Tower NP Center LLC, a Colorado infined hability company                                                                                   |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--|
| By: Urban Land Conservancy, a Colorado nonprofit corporation, its sole member  By: DEBRA BUSTOS  Title: SVP-PEAL ESTATE                          |  |
| STATE OF COLORADO  ) ss.  COUNTY OF  This Agreement was acknowledged before me on 201, 5, 2018, by 3 as 5 10 10 10 10 10 10 10 10 10 10 10 10 10 |  |

# ADAMS COUNTY:

| Adams County, Colorado, a political subdividuly organized and existing under the constand laws of the State of Colorado |                                                                           |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| By:                                                                                                                     |                                                                           |
| Name:                                                                                                                   |                                                                           |
| Name: Title:                                                                                                            |                                                                           |
| STATE OF COLORADO ) ss.                                                                                                 |                                                                           |
| ) ss. ) ) ss. )                                                                                                         |                                                                           |
| This Agreement was acknowledged as                                                                                      | before me on, 2018, by of Adams County, Colorado, a political subdivision |
| duly organized and existing under the const                                                                             | itution and laws of the State of Colorado.                                |
|                                                                                                                         | Notary Public in and for the State of Colorado                            |
|                                                                                                                         | My Commission Expires:                                                    |

# After Recording Return to:

Davis Graham & Stubbs LLP Attn: J. Christopher Kinsman, Esq. 1550 17th Street, Suite 500 Denver, Colorado 80202

# PARKING AND ACCESS EASEMENT AGREEMENT

| enter<br>Adan<br>Coun<br>laws | PARKING AND ACCESS EASEMENT AGREEMENT ("Agreement") is made and ed into this day of, 2018 ("Effective Date"), by and between 1. Tower NP Center LLC, a Colorado limited liability company ("Grantor") and Adams 1. Adams 1. Adams 1. Adams 2. Adams 2. Adams 2. Adams 2. Adams 2. Adams 2. Adams 3. Adams 2. Adams 3. Adams 2. Adams 3. Adams 3. Adams 4. Adams 4. Adams 4. Adams 4. Adams 4. Adams 4. Adams 5. Adams 6. Adams |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | RECITALS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| A.                            | Grantor is the owner of the real estate known as:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| В.                            | Unit 8, South Platte Crossing, according to the Map of South Platte Crossing recorded on, 2018, at Reception No, and the Declaration of Condominium for South Platte Crossing, recorded on, 2018, at Reception No, both in the records of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time ("Grantor Property").  Grantee is the owner of the real estate known as:  Unit 1, Unit 2 and Unit 3, South Platte Crossing, according to the Map of South Platte Crossing recorded on, 2018, at Reception No, and the Declaration of Condominium for South Platte Crossing, recorded on, 2018, at Reception No, both in the records of the Clerk and Recorder of Adams County, Colorado, as amended and supplemented from time to time ("Grantee Property").                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| on                            | ominium for South Platte Crossing, recorded in the real estate of Adams County, Colorado                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

10

Parking Spaces," (3) a non-exclusive easement over those portions of the Grantor Property described on the attached Exhibit 1 as the "Non-Withdrawable Non-Exclusive Parking Spaces" (the Withdrawable Non-Exclusive Parking Spaces and Non-Withdrawable Non-Exclusive Parking Spaces are sometime collectively referred to herein as the "Non-Exclusive Parking Spaces"), and (4) a non-exclusive easement for vehicular and pedestrian ingress and egress over the Grantor Property as is necessary to access the Exclusive Parking Spaces and Non-Exclusive Parking Spaces (collectively, "Parking Spaces"), all subject to the terms of this Agreement.

### **AGREEMENT**

For and in consideration of \$10.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

# 1. Grant of Easements.

- (a) Parking Easements. Grantor hereby grants to Grantee the following easements which are appurtenant to the Grantee Property (collectively, "Parking Easements"):
- (i) An exclusive easement for the use of the Exclusive Parking Spaces by Grantee, its owners, employees, contractors and invitees ("Exclusive Parking Easement") and the right to allocate such Exclusive Parking Spaces in Grantee's sole discretion;
- (ii) A non-exclusive easement for use of the Withdrawable Non-Exclusive Parking Spaces by Grantee, its owners and employees, and the tenants, subtenants and invitees of Grantee and the owners, employees, invitees and agents thereof (collectively, "Permitted Users") ("Withdrawable Non-Exclusive Parking Easement");
- (iii) A non-exclusive easement for use of the Non-Withdrawable Non-Exclusive Parking Spaces by the tenants, subtenants and invitees of Grantee and the owners, employees, invitees and agents thereof ("Non-Withdrawable Non-Exclusive Parking Easement").

The Withdrawable Non-Exclusive Parking Spaces shall be available on a first come, first serve basis with the owner(s) of Units 4, 5, 6 and 7, South Platte Crossing, and such owner's employees, and the tenants, subtenants and invitees of such owner and the owners, employees, invitees and agents thereof (collectively, the "Condominium Users").

The Non-Withdrawable Non-Exclusive Parking Spaces shall be available on a first come, first serve basis with the Condominium Users.

(b) Access Easement. Grantor hereby grants to Grantee a non-exclusive easement appurtenant to the Grantee Property over the Grantor Property to the public street for vehicular and pedestrian access to and from the applicable Parking Spaces by Grantee, its owners and employees, and the tenants, subtenants and invitees of Grantee and the owners, employees,

invitees and agents thereof ("Access Easement") (the Parking Easements and Access Easement are sometimes collectively referred to herein as the "Easements").

- 2. <u>Term of Easements</u>. The Easements shall commence as of the Effective Date and be perpetual; *provided*, *however*, the Withdrawable Non-Exclusive Parking Easement shall expire as to those Parking Spaces withdrawn from the Project in accordance with Section 3.6 of the Declaration at such time (if ever) that such Withdrawable Non-Exclusive Parking Spaces are withdrawn from the Project. Notwithstanding the foregoing or any other provision herein to the contrary, at any time Grantee shall be permitted to allocate the use of the Exclusive Parking Spaces in any manner among Units 1, 2 and 3 of the Grantee Property.
- 3. <u>Payments</u>. The Parties acknowledge and agree that pursuant to the Declaration, the Association is responsible for the maintenance and repair of the Grantor Property (including the Parking Spaces herein) and the costs associated therewith shall be as set forth in the Declaration.
- 4. <u>Reservation</u>. Except to the extent it interferes with the use of the Easements, Grantor hereby reserves to itself and to any future owner of Unit 8, (a) the right to grant easements to other unit owners within the Association and to the owner of the "Withdrawable Property" (as defined in the Declaration), and (b) the right to allocate the parking spaces shown as the Grantor's Exclusive Parking Spaces on <u>Exhibit 1</u> in Grantor's sole discretion.
- 5. <u>Waiver</u>. Grantee on behalf of itself and all Permitted Users assumes all risks associated with use of the Easements granted herein. Grantee and the Permitted Users waive and release Grantor and its partners, officers, directors and employees ("Released Parties") from all liability, costs and causes of action for personal injury, property damage and wrongful death related to or arising out of Grantee and Permitted Users use of the Easements or the Grantor Property, except to the extent caused by the negligence or willful misconduct of Grantor.

# 6. Miscellaneous.

- (a) Attorneys' Fees. If, on account of any breach or default by Grantor or Grantee of their respective obligations under this Agreement, it becomes necessary for the other to engage an attorney to enforce or defend any of its rights or remedies hereunder, the prevailing party will be entitled to any reasonable attorneys' fees and costs so incurred.
- (b) Entire Agreement; Amendment. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof, and no amendment, modification or alteration of the terms hereof is binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.
- (c) Notice. Any notice required or permitted to be given hereunder must be in writing and will be deemed to have been served and given (i) if delivered (with all fees prepaid) in person or emailed, upon delivery; (ii) if sent by a nationally recognized overnight courier (with all fees prepaid), the next business day following deposit of the notice with the courier service; or (iii) if placed in the United States mail, postage prepaid by certified or registered mail, then 3 business days after such notice is deposited with the United State Postal Service. The

refusal to accept delivery or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this section shall constitute delivery. The addresses for all notices hereunder are as follows:

If to Grantor:

Adams Tower NP Center LLC c/o Urban Land Conservancy 1600 Downing St., Suite 300

Denver, CO 80218 Attn: Aaron Miripol

with a copy to:

Kutak Rock LLP

1801 California Street, Suite 3000

Denver, Colorado 80202 Attn: Meredith R. Riley

If to Grantee:

Adams County, Colorado County Manager's Office

4430 South Adams County Parkway

5<sup>th</sup> Floor, Suite C5300 Brighton, Colorado 80601 Attn: Raymond H. Gonzales

with a copy to:

Adams County, Colorado County Attorney Office

4430 South Adams County Parkway

5<sup>th</sup> Floor, Suite C5000B Brighton, Colorado 80601

- (d) Recordation. This Agreement shall be recorded in the real estate records of Adams County, Colorado.
- (e) Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Agreement shall not be affected thereby and each provision hereof shall remain valid and enforceable to the fullest extent permitted.
- (f) Governing Law. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- (g) Counterparts; Headings. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and which together shall constitute one and the same agreement. The section headings appearing in this Agreement are for convenience of reference only, and shall not limit or define the text of any section or subsection hereof.

- (h) Covenants Run With the Land. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the successors and assigns of the Parties.
- (i) No Public Dedication. Nothing in this Agreement is intended to create a dedication of any portion of Grantor Property to the general public or for any public purpose whatsoever.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

This Agreement is executed and delivered by the parties hereto as of the Effective Date.

# **GRANTOR:**

Adams Tower NP Center LLC, a Colorado limited liability company

| By:                    | Urban Land Conservancy, a Colorado nonprofit corporation, it sole member |  |
|------------------------|--------------------------------------------------------------------------|--|
| By:<br>Name:<br>Title: | DEBRA BUSTOS<br>SVP-REAL ESTATE                                          |  |
| STAT                   | E OF COLORADO )                                                          |  |
| COUN                   | VTY OF ) ss.                                                             |  |

This Agreement was acknowledged before me on Nov. 2018, by some state of Urban Land Conservancy, a Colorado nonprofit corporation, sole member of Adams Tower NP Center LLC, a Colorado limited liability company.

REBECCA LANDAU
Notary Public
State of Colorado
Notary ID # 20144012540
Ay Commission Expires 03-19-2022

Notary Public in and for the State of Colorado

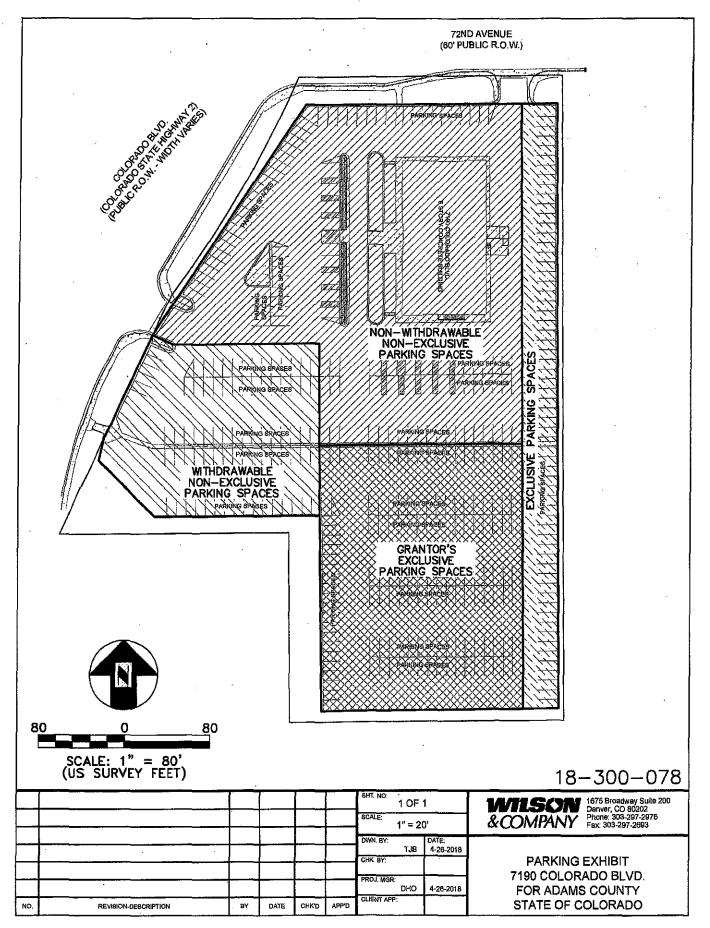
My Commission Expires: <u>03.19.2022</u>

| GRANTEE:                                                                                                                 |                                                                              |
|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Adams County, Colorado, a political sul<br>duly organized and existing under the co<br>and laws of the State of Colorado |                                                                              |
| By:                                                                                                                      |                                                                              |
| Name:                                                                                                                    |                                                                              |
| Title:                                                                                                                   |                                                                              |
|                                                                                                                          |                                                                              |
| STATE OF COLORADO ) s                                                                                                    | S.                                                                           |
| COUNTY OF                                                                                                                | ,                                                                            |
| This Agreement was acknowledge , as                                                                                      | ed before me on, 2018, by of Adams County, Colorado, a political subdivision |
| duly organized and existing under the co                                                                                 | Institution and laws of the State of Colorado.                               |
|                                                                                                                          |                                                                              |
|                                                                                                                          | Notary Public in and for the State of Colorado                               |
|                                                                                                                          | My Commission Evnires                                                        |

# EXHIBIT 1

(Parking Spaces)

[SEE ATTACHED]



# MAP FOR SOUTH PLATTE CROSSING

(A CONDOMINIUM COMMUNITY)

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

### LEGAL DESCRIPTION

BLOCK 1 AND 2, COLO CON SUBDIVISION, AND A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 664 FEET NORTH OF THE SOUTHWEST CORNER OF PLOT 7, ADAMS COUNTY POULTRY FARMS:

THENCE EAST 257.8 FEET TO THE EAST LINE OF SAID PLOT;

THENCE NORTH 176 FEET; THENCE WEST 257.8 FEET;

THENCE SOUTH 176 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

THE LEGAL DESCRIPTION WRITTEN ABOVE IS ALSO DESCRIBED AS:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, AS NOTED ON THE "COLO CON SUBDIVISION" RECORDED OCTOBER 19, 1971 UNDER RECEPTION NO. 938931 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89'55'00" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 512.40 FEET TO A POINT THAT IS THE NORTHEAST CORNER OF PLOT 5 OF ADAMS COUNTY POULTRY FARMS, RECORDED MARCH 19, 1923 UNDER RECEPTION NO. 90239 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE:

THENCE SOUTH 00°02'30" EAST ALONG THE EAST LINE OF SAID PLOT 5, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, SAID POINT IS ALSO THE NORTHEAST CORNER OF COLO CON SUBDIVISION, A RESUBDIVISION OF SAID PLOT 5, RECORDED OCTOBER 19, 1971 UNDER RECEPTION NO. 938931 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE SOUTH 00"02'30" EAST, CONTINUING ALONG SAID EAST LINE A DISTANCE OF 597.78 FEET TO A POINT THAT IS 664 FEET NORTH OF THE SOUTHEAST CORNER OF PLOT 7 AND ON THE EAST LINE OF PLOT 7 OF SAID ADAMS COUNTY POULTRY FARMS PLAT:

THENCE SOUTH 89'55'00" WEST, PARALLEL WITH THE SOUTH LINE OF SAID PLOT 7, A DISTANCE OF 257.80 FEET, TO A POINT THAT IS ON THE WEST LINE OF SAID PLOT 7 AND 664 FEET NORTH OF THE SOUTHWEST CORNER OF SAID PLOT 7;

THENCE NORTH 00°02'30" WEST ALONG THE WEST LINE OF SAID PLOT 7, A DISTANCE OF 176.00 FEET, TO A POINT THAT IS THE NORTHWEST CORNER OF SAID PLOT 7;

THENCE SOUTH 89'55'00" WEST, ALONG THE SOUTH LINE OF SAID PLOT 5 OF SAID ADAMS COUNTY POULTRY FARMS PLAT, A DISTANCE OF 214.32 FEET TO A POINT THAT IS ON THE EASTERLY RIGHT OF WAY OF STATE HIGHWAY NO. 2, AS STATED IN THE LEGAL DESCRIPTION OF SAID COLO CON SUBDIVISION;

THENCE ALONG THE SAID RIGHT OF WAY AS NOTED ON SAID COLO CON SUBDIVISION THE FOLLOWING THREE COURSES:

NORTH 25°28'53" EAST, A DISTANCE OF 245.25 FEET;

NORTH 37'33'00" EAST, A DISTANCE OF 2.70 FEET TO A POINT OF NON-TANGENT CURVE; ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 53'03'09" WEST, HAVING A DELTA OF 13'01'42", A RADIUS OF 1015.00 FEET, A DISTANCE OF 230.40 FEET TO A POINT THAT IS 30.00 FEET SOUTH, BY PERPENDICULAR MEASUREMENT, OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6;

THENCE NORTH 89'55'00" EAST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 248.00 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

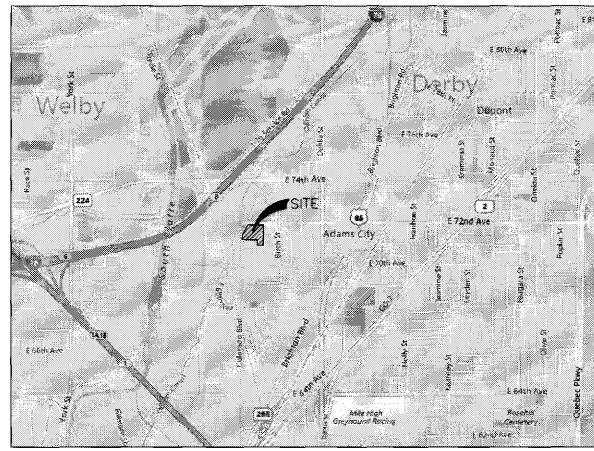
## GENERAL NOTES

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

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WILSON & COMPANY TO DETERMINE TITLE OR EASEMENTS OF RECORD. RESEARCH FOR THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH CRS 38-51-106 AND THE RULES OF PROCEDURE AND BOARD POLICY STATEMENTS OF THE STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS. SPECIFICALLY THOSE BOARD RULES AND POLICY STATEMENTS RELATING TO THE DEPICTION OF FASEMENTS AND RIGHTS OF WA ON SUBDIVISION PLATS. TITLE COMMITMENT NUMBER 4ABC70575439-9. EFFECTIVE DATE 09-12-2018. PREPARED BY LAND TITLE GUARANTEE COMPANY WAS RELIED UPON FOR ALL INFORMATION REGARDING EASEMENTS OF RECORD, RIGHTS OF WAY, TITLE OF RECORD AND CIVIL COURT ACTIONS OF RECORD.

3. IF ANY PART OF THE COMMON ELEMENTS ENCROACHES OR SHALL HEREAFTER ENCROACH UPON A UNIT, AN EASEMENT FOR THE EXISTENCE OF SUCH ENCROACHMENT AND FOR THE MAINTENANCE OF SAME SHALL AND DOES EXIST. IF ANY PART OF A UNIT ENCROACHES OR SHALL HEREAFTER ENCROACH UPON THE COMMON ELEMENTS, OR UPON ANOTHER UNIT, THE OWNER OF THAT UNIT SHALL AND DOES HAVE AN EASEMENT FOR THE EXISTENCE OF SUCH ENCROACHMENT AND FOR THE MAINTENANCE OF SAME. THE EASEMENT SHALL EXIST FOR WHATEVER PERIOD OF TIME THE ENCROACHMENT EXISTS. SUCH EASEMENTS FOR ENCROACHMENTS SHALL NOT BE CONSIDERED TO BE ENCUMBRANCES EITHER ON THE COMMON ELEMENTS OR A UNIT. ENCROACHMENTS HEREIN INCLUDE, BUT ARE NOT LIMITED TO, UNINTENTIONAL ENCROACHMENTS CAUSED BY ERROR IN THE ORIGINAL CONSTRUCTION OF THE BUILDING, BY ERROR ON THIS CONDOMINIUM MAP, BY SETTLING, RISING OR SHIFTING OF THE EARTH, OR BY CHANGES IN POSITION CAUSED BY REPAIR OR RECONSTRUCTION OF THE PROJECT OR ANY PART THEREOF OR BY ANY OTHER MOVEMENT OF ANY PORTION OF THE IMPROVEMENTS LOCATED WITHIN THE PROJECT.

"COMMON ELEMENTS" MEANS ALL PORTIONS OF THE PROJECT EXCEPT THE UNITS AND CONSIST OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. COMMON ELEMENTS SPECIFICALLY INCLUDE ALL UTILITIES THAT ARE LOCATED WITHIN UNIT 8 AS OF THE DATE HEREOF. "GENERAL COMMON ELEMENTS" MEANS ALL TANGIBLE PHYSICAL PROPERTIES OF, AND OTHER APPURTENANT INTERESTS ASSOCIATED WITH THIS PROJECT, EXCEPT THE LIMITED COMMON ELEMENTS AND THE UNITS. GENERAL COMMON ELEMENTS SPECIFICALLY INCLUDE THE LIGHT POLES AND FIRE HYDRANTS LOCATED WITHIN UNIT 8. "LIMITED COMMON ELEMENTS" MEANS THOSE INTERESTS IN THE COMMON ELEMENTS WHICH ARE EITHER LIMITED TO OR RESERVED IN THIS DECLARATION, ON THE MAP, OR BY AUTHORIZED ACTION OF THE ASSOCIATION, FOR THE EXCLUSIVE USE OF ONE OR MORE, BUT FEWER THAN ALL, UNITS.



SCALE 1"=2000'

# GENERAL NOTES CONTINUED

THE BOUNDARIES OF UNIT 8 ARE DESCRIBED ON SHEET 3 AND IN THE DECLARATION AND DEPICTED ON SHEET 3. THE BOUNDARIES OF UNITS 1, 2, 3, 4, 5, 6 AND 7 ARE DEPICTED ON SHEETS 4 THROUGH 10. THE HORIZONTAL AND VERTICAL BOUNDARIES OF UNITS 1, 2, 3, 4, 5, 6 AND 7 DEPICTED ON SHEETS 4 THROUGH 10 ARE AS FOLLOWS: (A) THE UPPER HORIZONTAL BOUNDARY OF EACH UNIT IS THE UNFINISHED CEILING, SUCH THAT THE DRYWALL, CONCRETE OR OTHER STRUCTURAL MATERIAL COMPRISING THE CEILING IS A PART OF THE COMMON ELEMENTS AND THE FINISHED SURFACE OVER SUCH DRYWALL, CONCRETE OR OTHER STRUCTURAL MATERIAL IS A PART OF THE UNIT; (B) THE LOWER HORIZONTAL BOUNDARY OF EACH UNIT IS THE UNFINISHED FLOOR, SUCH THAT THE CONCRETE OR OTHER STRUCTURAL MATERIAL COMPRISING THE FLOOR IS A PART OF THE COMMON ELEMENTS AND THE FINISHED SURFACE OVER SUCH CONCRETE OR OTHER STRUCTURAL MATERIAL IS A PART OF THE UNIT; AND (C) THE VERTICAL BOUNDARY OF EACH UNIT IS THE UNFINISHED WALL BOUNDING EACH UNIT ON ALL SIDES AS SHOWN ON THE MAP ("EXTERIOR WALL"), SUCH THAT THE DRYWALL, CONCRETE OR OTHER STRUCTURAL MATERIAL COMPRISING SUCH WALL IS A PART OF THE COMMON ELEMENTS AND THE FINISHED SURFACE OVER SUCH DRYWALL, CONCRETE OR OTHER STRUCTURAL MATERIAL IS A PART OF THE UNIT. WHERE AN EXTERIOR WALL OF A UNIT IS PENETRATED BY AN OPENING (E.G., A WINDOW OR DOOR), THE UNIT BOUNDARY AT SUCH PENETRATION IS THE SURFACE WHICH WOULD RESULT FROM THE EXTENSION OF THE NEAREST ADJACENT SURFACE COMPRISING THE BOUNDARY THAT IS PENETRATED BY THE OPENING. ALL DOORS AND WINDOWS IN THE EXTERIOR WALLS OF A UNIT ARE LIMITED COMMON ELEMENTS ALLOCATED TO SUCH UNIT AND THE GLAZING, SASHES, FRAMES, SILLS, THRESHOLDS, HARDWARE, FLASHING AND OTHER COMPONENTS OF THOSE DOORS AND WINDOWS ARE PARTS OF SUCH DOORS AND WINDOWS AND ARE ALLOCATED AS LIMITED COMMON ELEMENTS TO SUCH UNIT.

BASIS OF BEARING: BEARINGS USED HEREIN ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, BEING N89°28'39"E, AS MONUMENTED AT THE WEST BY THE NORTHWEST CORNER OF SECTION 6 TOWNSHIP 3 SOUTH, RANGE 67W, OF THE 6TH P.M. FOUND 3.25" ALUMINUM CAP, PLS 24673 IN RANGE BOX. AND MONUMENTED AT THE EAST BY THE NORTH QUARTER CORNER OF SECTION 6 TOWNSHIP 3 SOUTH, RANGE 67W, OF THE 6TH P.M.FOUND 3.25" ALUMINUM CAP, ILLEGIBLE IN RANGE

7. THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN", AS SHOWN ON FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 08001C0604H, REVISED MARCH 5, 2007.

8. PROJECT BENCHMARK: COUNTY OF ADAMS BENCHMARK 257, BEING A ROD IN MONUMENT BOX. WEST SIDE OF COLORADO BLVD. NORTH OF EAST 64TH AVE.. HAVING AN ELEVATION OF 5143.49 FEET (NAVD 88)

# TABLE OF CONTENTS

SHEET 1 OF 13 - COVER SHEET SHEET 2 OF 13 - SURVEY SHEET SHEET 3 OF 13 - SITE SHEET SHEET 4 OF 13 - BASEMENT SHEET 5 OF 13 - 1ST FLOOR SHEET 6 OF 13 - 2ND FLOOR SHEET 7 OF 13 - 3RD FLOOR SHEET 8 OF 13 - 4TH FLOOR SHEET 9 OF 13 - 5TH FLOOR SHEET 10 OF 13 - 6TH FLOOR SHEET 11 OF 13 - ROOF SHEET 12 OF 13 - SECTION 1 SHEET 13 OF 13 - SECTION 2

### TITLE EXCEPTIONS

- TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED JULY 06, 1931 IN BOOK 196 AT PAGE 607. (BLANKET IN NATURE; NOT
- 10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED JUNE 29, 1979 UNDER RECEPTION NO. B207587. (BLANKET IN NATURE; NOT PLOTTED)
- 11. (THIS ITEM WAS INTENTIONALLY DELETED)

12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF RESTRICTIONS ON TRANSFER OF REAL ESTATE IN SUBDIVISIONS RECORDED MAY 09, 1989 UNDER RECEPTION NO. B880857. (BLÁNKET IN NATURE; NOT PLOTTED)

13. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN. ANCESTRY. OF SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN THE CONDOMINIUM DECLARATION OF SOUTH PLAT CROSSING, RECORDED COINCIDENT HEREWITH. (AFFECTS SUBJECT PROPERTY; BLANKET IN NATURE, NOT PLOTTED)

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PARKING AND ACCESS EASEMENT RECORDED COINCIDENT HEREWITH. (AFFECTS PROPOSED UNIT 8)

### OWNER CERTIFICATE:

ADAMS COUNTY, COLORADO, A POLITICAL SUBDIVISION DULY ORGANIZED AND EXISTING UNDER THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO OWNER OF THE HEREIN DESCRIBED REAL PROPERTY DOES HEREBY CERTIFY THAT THIS MAP FOR SOUTH PLATTE CROSSING HAS BEEN PREPARED PURSUANT TO THE PURPOSES STATED IN THE DECLARATION OF CONDOMINIUM FOR SOUTH PLATTE CROSSING RECORDED COINCIDENT HEREWITH ("DECLARATION")

| BY:                             | <del></del>                                                                             |
|---------------------------------|-----------------------------------------------------------------------------------------|
| BY:                             |                                                                                         |
| BY:                             |                                                                                         |
| STATE OF)                       | ) SS:                                                                                   |
| [CITY AND] COUNTY OF            | •                                                                                       |
| THE FOREGOING INSTRUMENT WAS A  | KNOWLEDGED BEFORE ME AS OF THE DAY OF, 2018, BY OF ADAMS COUNTY, COLORADO , A POLITICAL |
| SUBDIVISION DULY ORGANIZED AND  | KISTING UNDER THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO                        |
| WITNESS MY HAND AND OFFICIAL SE | L.                                                                                      |
|                                 | NOTARY PUBLIC                                                                           |
| MY COMMISSION EXPIRES:          |                                                                                         |

# SURVEYOR'S CERTIFICATE:

I, DOUGLAS H. ORT III, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO ADAMS COUNTY, COLORADO, A POLITICAL SUBDIVISION DULY ORGANIZED AND EXISTING UNDER THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO WAS MADE UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND THAT THIS MAP MEETS THE REQUIREMENTS OF C.R.S. 38-33.3-209. THIS MAP FULLY AND ACCURATELY DEPICTS THE LAYOUT, MEASUREMENTS AND LOCATION OF ALL OF THE BUILDING, THE UNITS, THE DIMENSIONS OF THE UNITS AND THE ELEVATIONS OF THE FLOORS, AND WAS PREPARED SUBSEQUENT TO SUBSTANTIAL COMPLETION OF THE IMPROVEMENTS SHOWN HEREON.

| DOUGLAS H. ORT III, P.L.S. 37066      |                                                                        |
|---------------------------------------|------------------------------------------------------------------------|
| CERTIFICATE OF THE CLERK AND          | RECORDER                                                               |
| · · · · · · · · · · · · · · · · · · · | RD IN THE OFFICE OF THE ADAMS COUNTY CLERK DRADO, ATM., ON THE DAY OF, |
| BY:                                   | COUNTY CLERK AND RECORDER                                              |
| RECEPTION NO                          | ·                                                                      |



Phone: 303-297-2976

CONDOMINUM MAP FOR:

ADAMS COUNTY

1 OF 13

SHEET

REVISIONS DRAWN BY: APPROVED BY: DHO DHO DATE OF SURVEY: 6-13-18 FIELD WORK BY: JW/CW DATE OF DWG: 6-13-18 PROJECT NO. 18-300-078

1675 Broadway Suite 200 Denver, CO 80202 Phone: 303-297-2976 Fax: 303-297-2693

APPROVED BY: DHO DRAWN BY: DHO FIELD WORK BY: JW/CW DATE OF DWG: 6-13-18

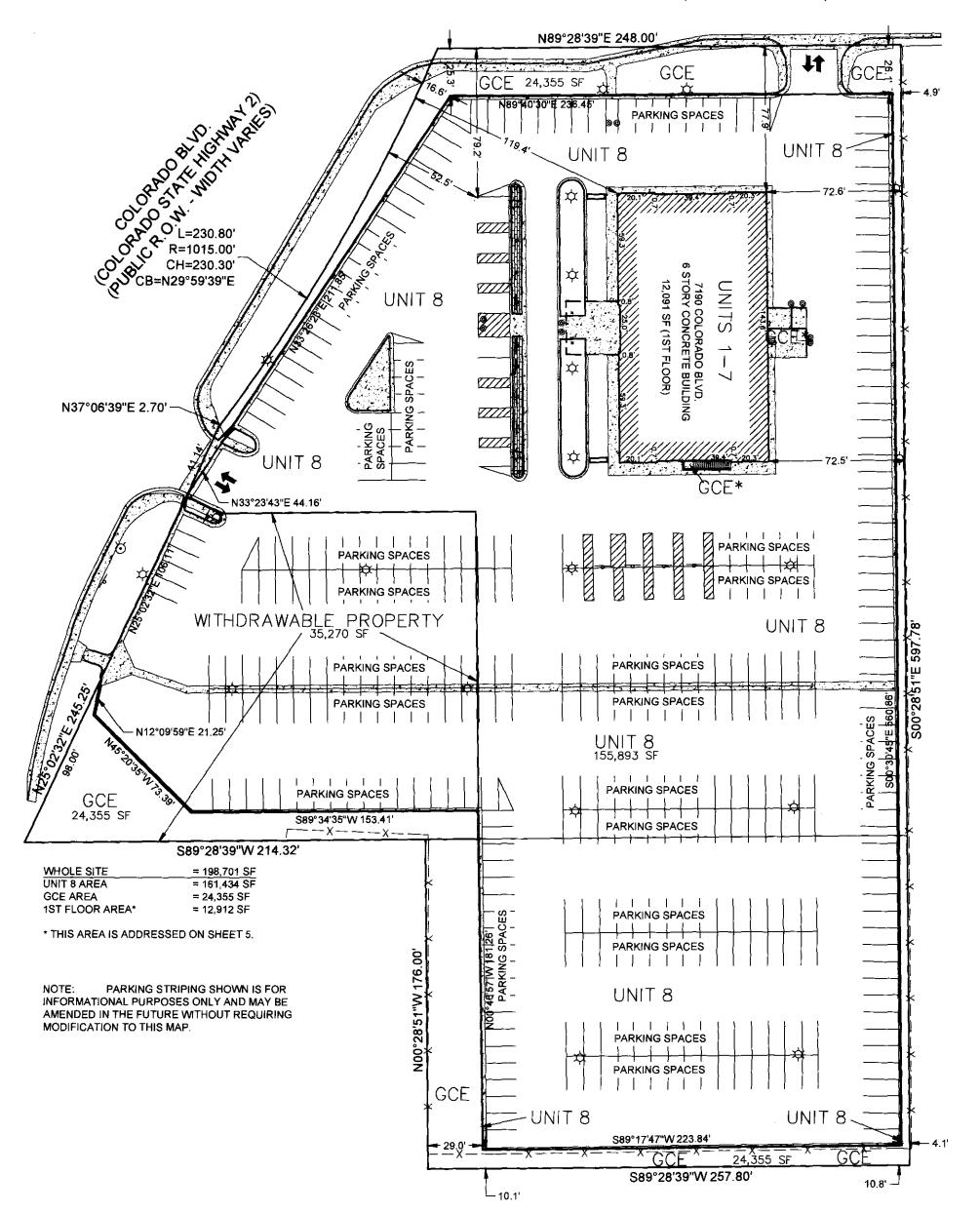
DATE OF SURVEY: 6-13-18 PROJECT NO. 18-300-078

REVISIONS CONDOMINUM MAP FOR: ADAMS COUNTY 2 OF 13

(A CONDOMINIUM COMMUNITY)

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.

### 72ND AVENUE (60' PUBLIC R.O.W.)



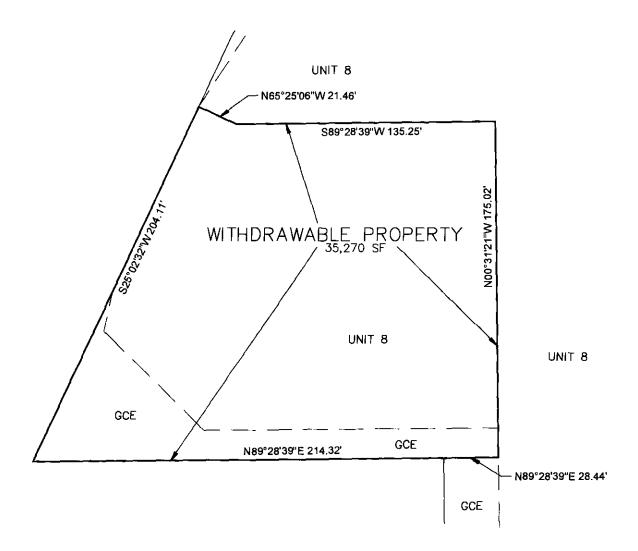
O =FOUND PROPERTY CORNER AS DESCRIBED • =SET PROPERTY CORNER AS DESCRIBED

⊕ =BOLLARD

☆ ≈LIGHT POLE-GENERAL COMMON ELEMENT

→ ≈FIRE HYDRANT-GENERAL COMMON ELEMENT 

=PUBLIC ACCESS



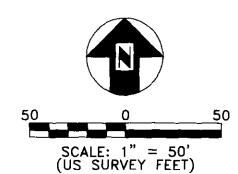
# GENERAL NOTES

1. THE VERTICAL BOUNDARIES OF UNIT 8 ARE AS SHOWN ON THIS SHEET 3. THERE ARE NO UPPER OR LOWER HORIZONTAL BOUNDARIES OF UNIT 8; PROVIDED, HOWEVER, THERE ARE CERTAIN COMMON ELEMENTS LOCATED WITH IN UNIT 8 AS DESCRIBED IN THE ASSOCIATION DOCUMENTS AND/OR SHOWN HEREON (E.G. THE LIGHT POLES AND FIRE HYDRANTS SHOWN ON THIS SHEET 2 AND ALL UTILITIES LOCATED WITHIN THE BOUNDARIES OF UNIT 8) AND THE OWNERSHIP OF UNIT 8 IS SUBJECT TO A SEPARATE EASEMENT BETWEEN THE OWNER(S) OF UNITS 1,2 AND 3 AND THE OWNER OF UNIT 8. THE LAND BENEATH THE BUILDING SHOWN HERÈON IS A GENERAL COMMON ELEMENT AND NOT A PART OF UNIT 8. ADDITIONALLY, ALL OWNERS AND THEIR AGENTS, GUESTS, INVITEES AND CONTRACTORS SHALL HAVE AN EASEMENT OVER UNIT 8 TO ACCESS THE UNITS LOCATED WITHIN THE BUILDING SHOWN HEREON.

2. PURSUANT TO THE DECLARATION, THE OWNER OF UNIT 8 SHALL HAVE THE UNILATERAL RIGHT TO WITHDRAW THE "MITHDRAWABLE PROPERTY" SHOWN HEREON; PROVIDED, HOWEVER, IN NO EVENT SHALL THE WITHDRAWAL OF THE WITHDRAWABLE PROPERTY AFFECT THE OWNER(S) OF UNIT 1, 2, 3, 4, 5, 6 AND 7'S ACCESS TO THEIR UNIT, THE COMMON ELEMENTS, THE PARKING SPACES THEY ARE ENTITLED TO USE PURSUANT TO THE PARKING EASEMENT (DEFINED IN THE DECLARATION) OR ANY UTILITIES SERVING UNITS 1, 2, 3, 4, 5, 6 AND 7. THE COSTS INCÙRRED FOR LEGAL, ARCHITECTÚRAL AND ENGINEERING FEES AND ALL OTHER COSTS RELATED TO THE WITHDRAWAL OF THE WITHDRAWABLE PROPERTY (INCLUDING ALL AMENDMENTS REQUIRED OF THE DECLARATION AND THIS MAP) SHALL BE BORNE BY THE OWNER OF UNIT

3. CERTAIN UNITS ARE BENEFITED BY THAT CERTAIN PARKING AND ACCESS EASEMENT AGREEMENT AFFECTING UNIT 8, WHICH HAS BEEN RECORDED COINCIDENT HEREWITH.





1675 Broadway Suite 200 Denver, CO 80202

Phone: 303-297-2976 Fax: 303-297-2693

CONDOMINUM MAP FOR:

ADAMS COUNTY

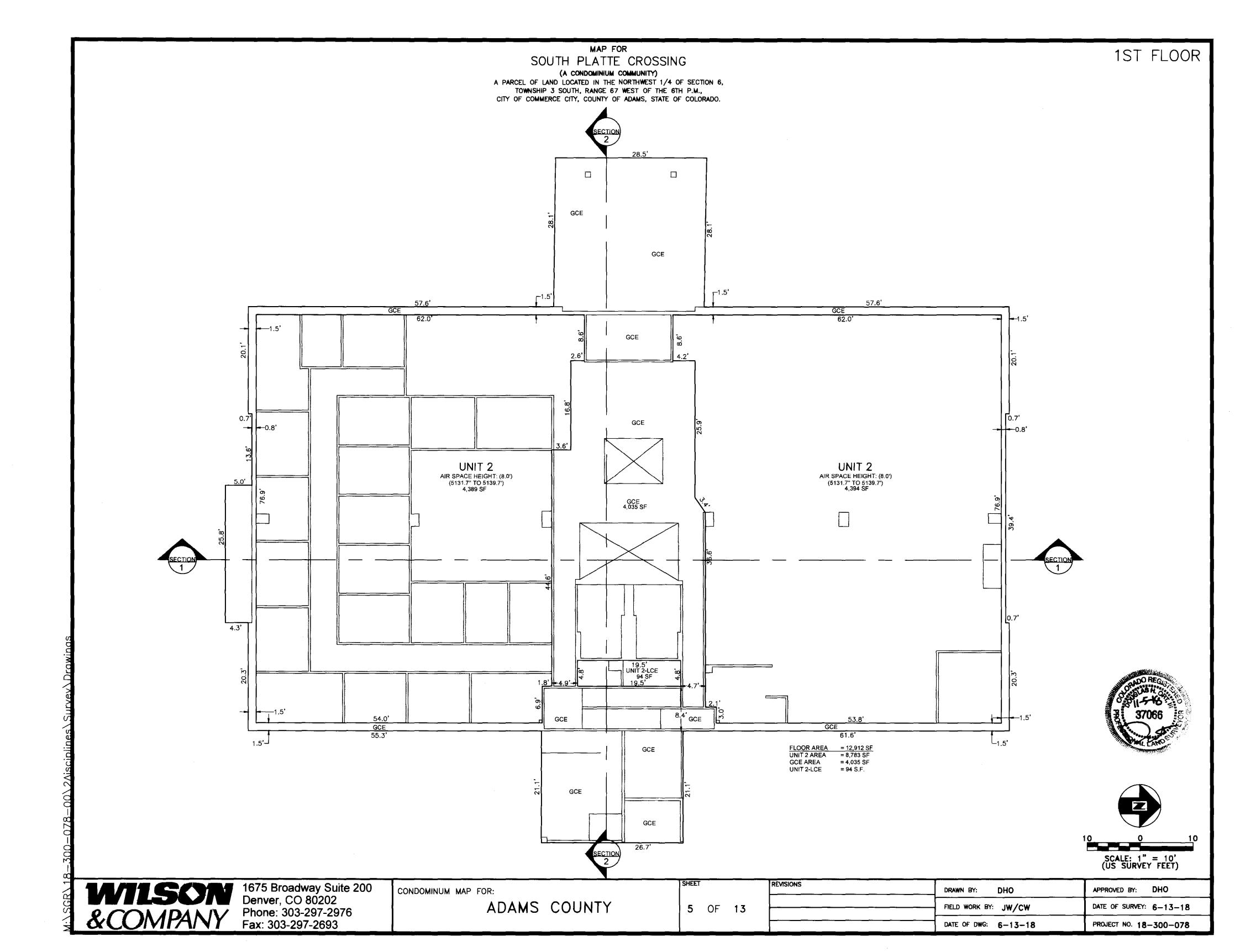
3 OF 13

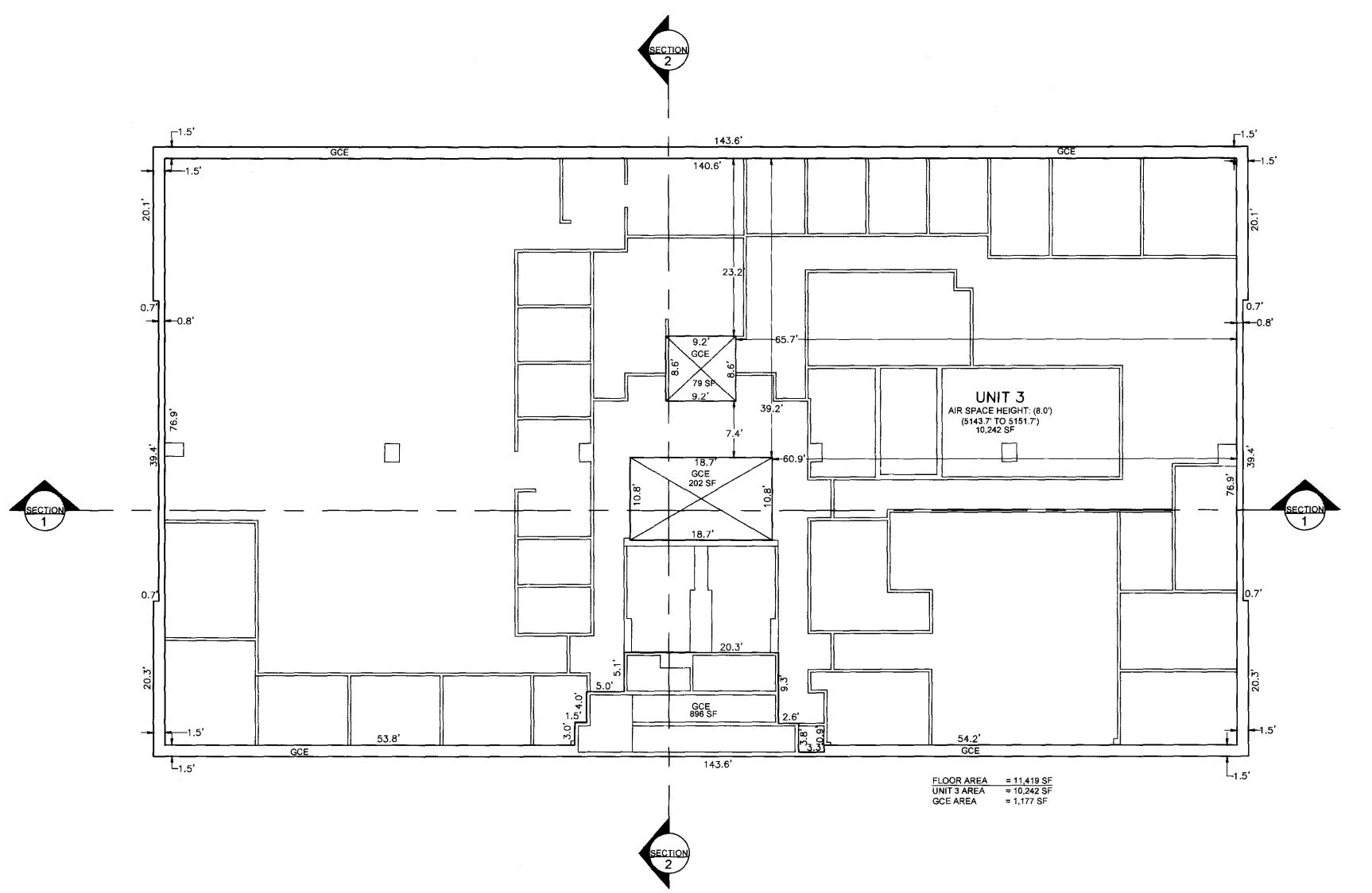
REVISIONS DRAWN BY: DHO FIELD WORK BY: JW/CW

APPROVED BY: DHO DATE OF SURVEY: 6-13-18

DATE OF DWG: 6-13-18

PROJECT NO. 18-300-078









SCALE: 1" = 10' (US SURVEY FEET)

\*\*ECOMPANY\*\*

1675 Broadway Suite 200
Denver, CO 80202
Phone: 303-297-2976
Fax: 303-297-2693

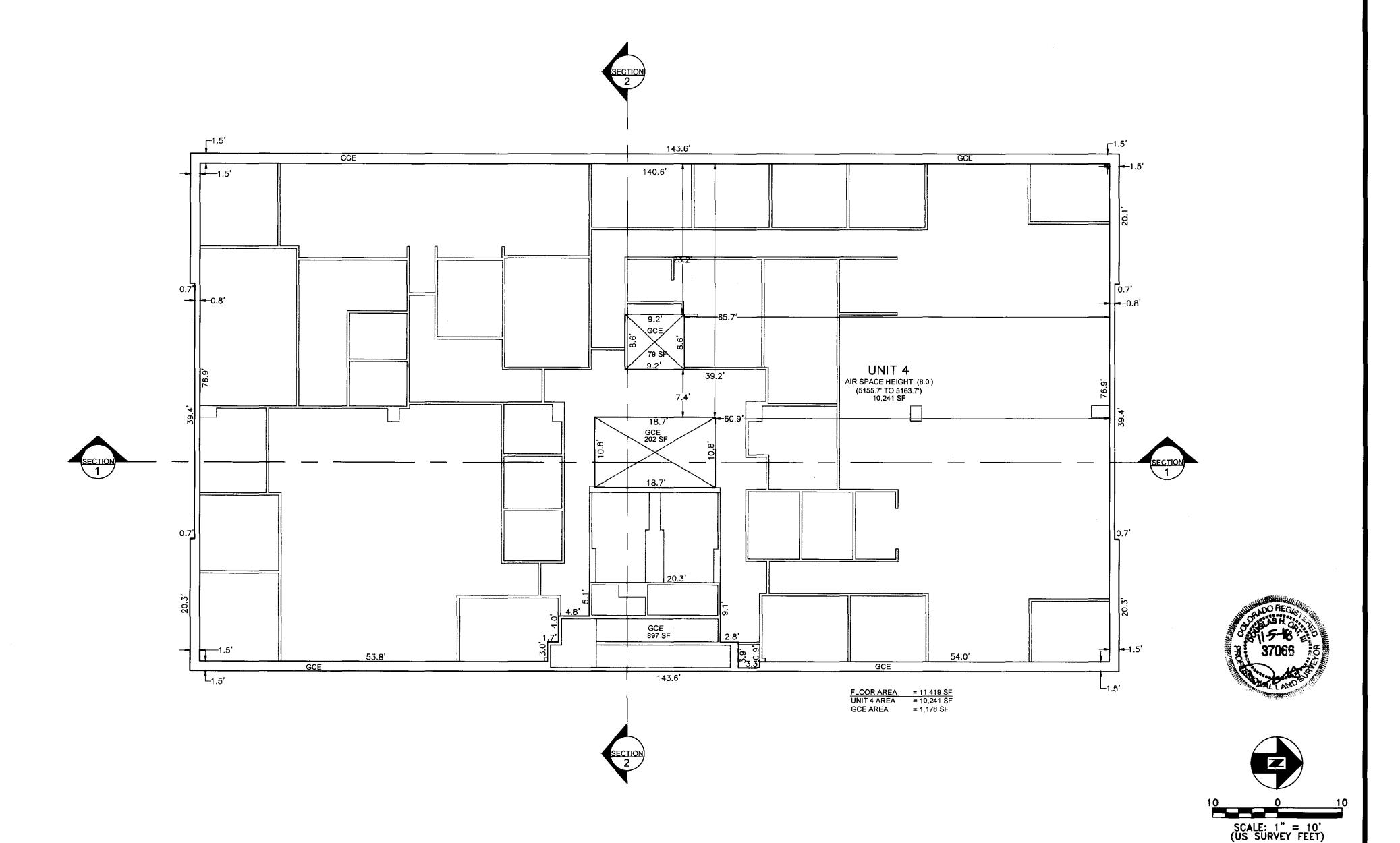
CONDOMINUM MAP FOR:

ADAMS COUNTY

6 OF 13

REVISIONS

APPROVED BY: DHO DRAWN BY: DHO DATE OF SURVEY: 6-13-18 FIELD WORK BY: JW/CW DATE OF DWG: 6-13-18 PROJECT NO. 18-300-078



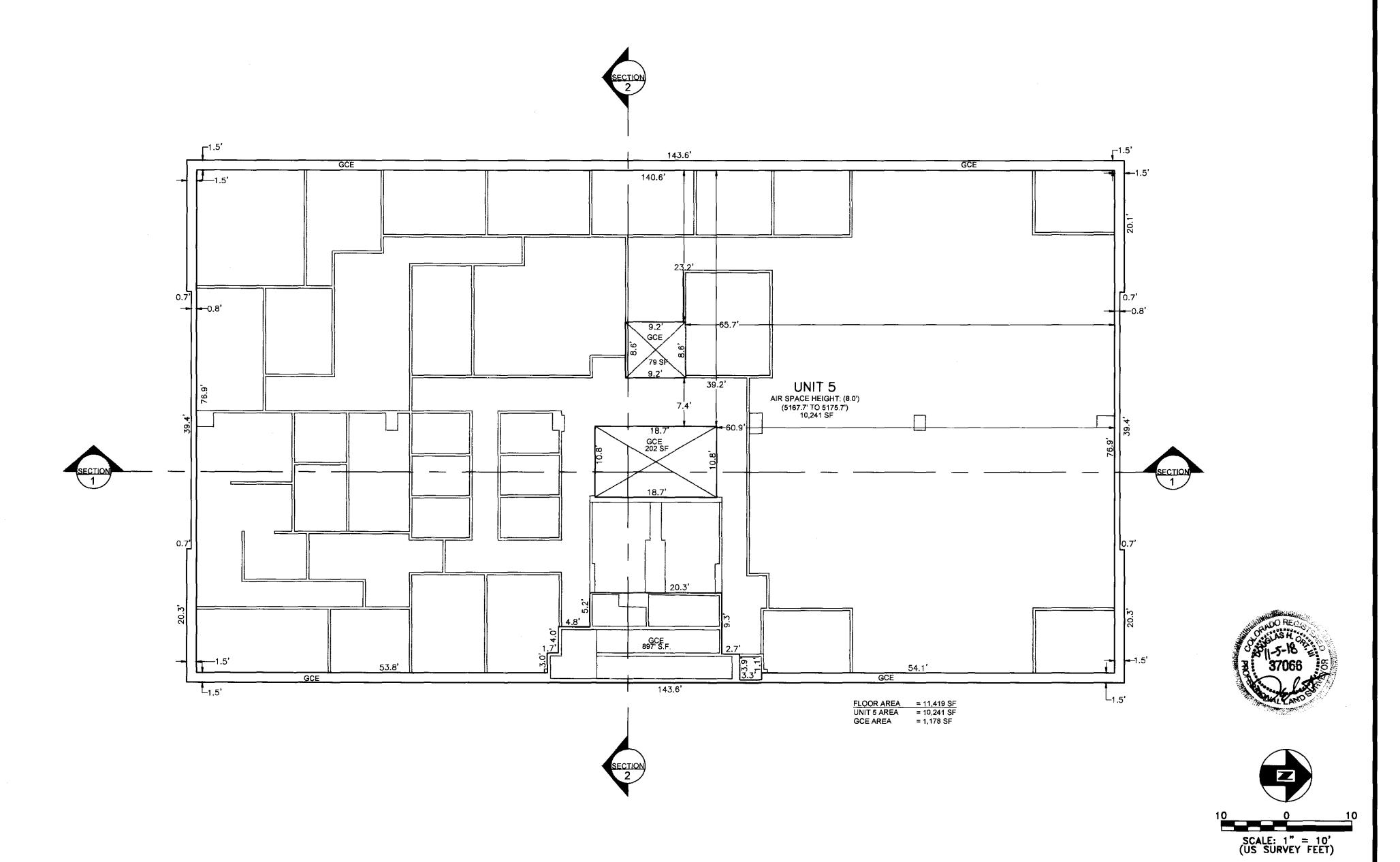
WILSON &COMPANY

1675 Broadway Suite 200 Denver, CO 80202 Phone: 303-297-2976 Fax: 303-297-2693

CONDOMINUM MAP FOR:

ADAMS COUNTY

7 OF 13



WILSON &COMPANY

1675 Broadway Suite 200 Denver, CO 80202 Phone: 303-297-2976 Fax: 303-297-2693

CONDOMINUM MAP FOR:

ADAMS COUNTY

8 OF 13

REVISIONS

DRAWN BY: DHO

FIELD WORK BY: JW/CW

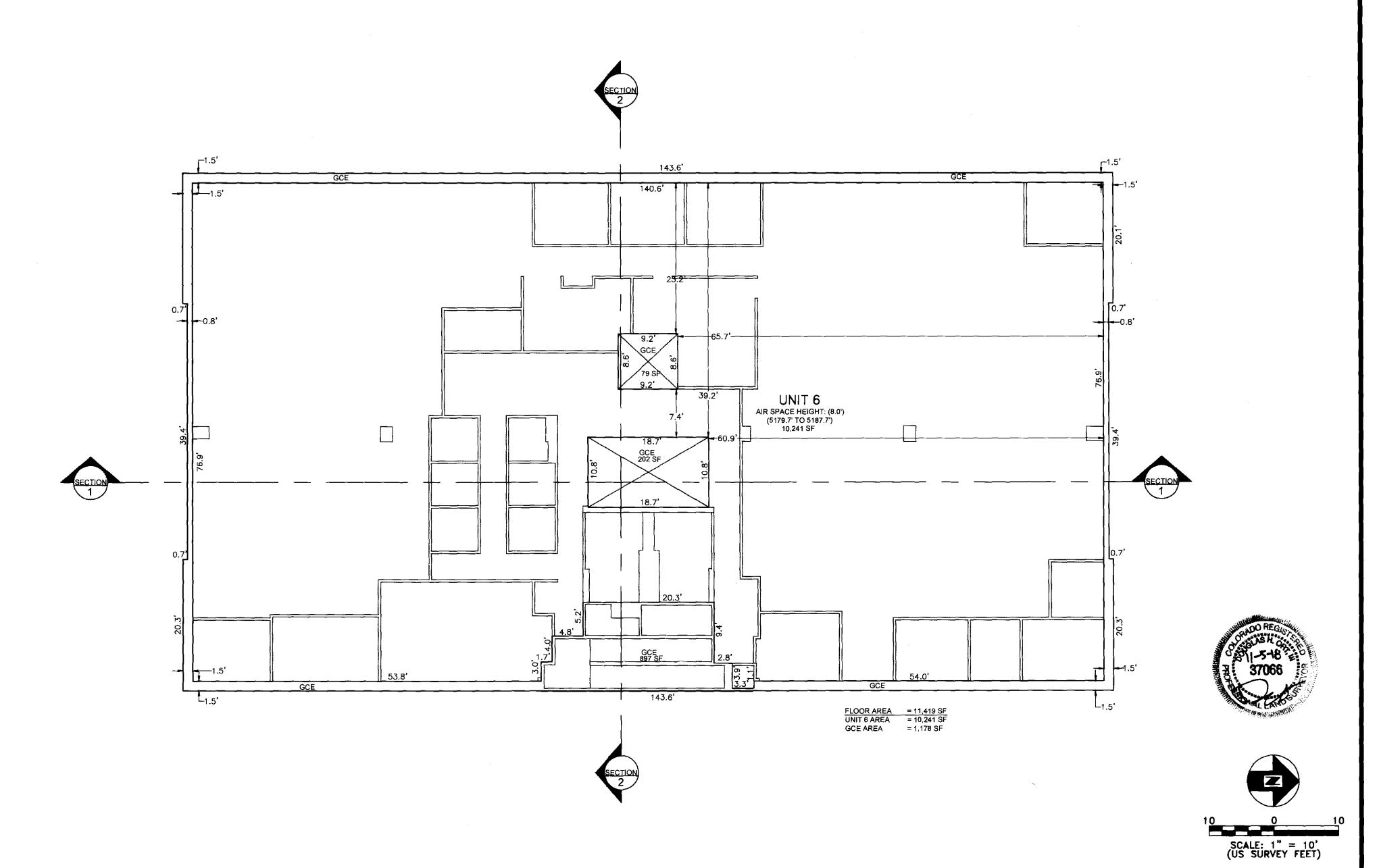
DATE

DATE OF DWG: 6-13-18

PROJE

DATE OF SURVEY: 6-13-18

PROJECT NO. 18-300-078



WILSON &COMPANY

1675 Broadway Suite 200 Denver, CO 80202 Phone: 303-297-2976 Fax: 303-297-2693

CONDOMINUM MAP FOR:

ADAMS COUNTY

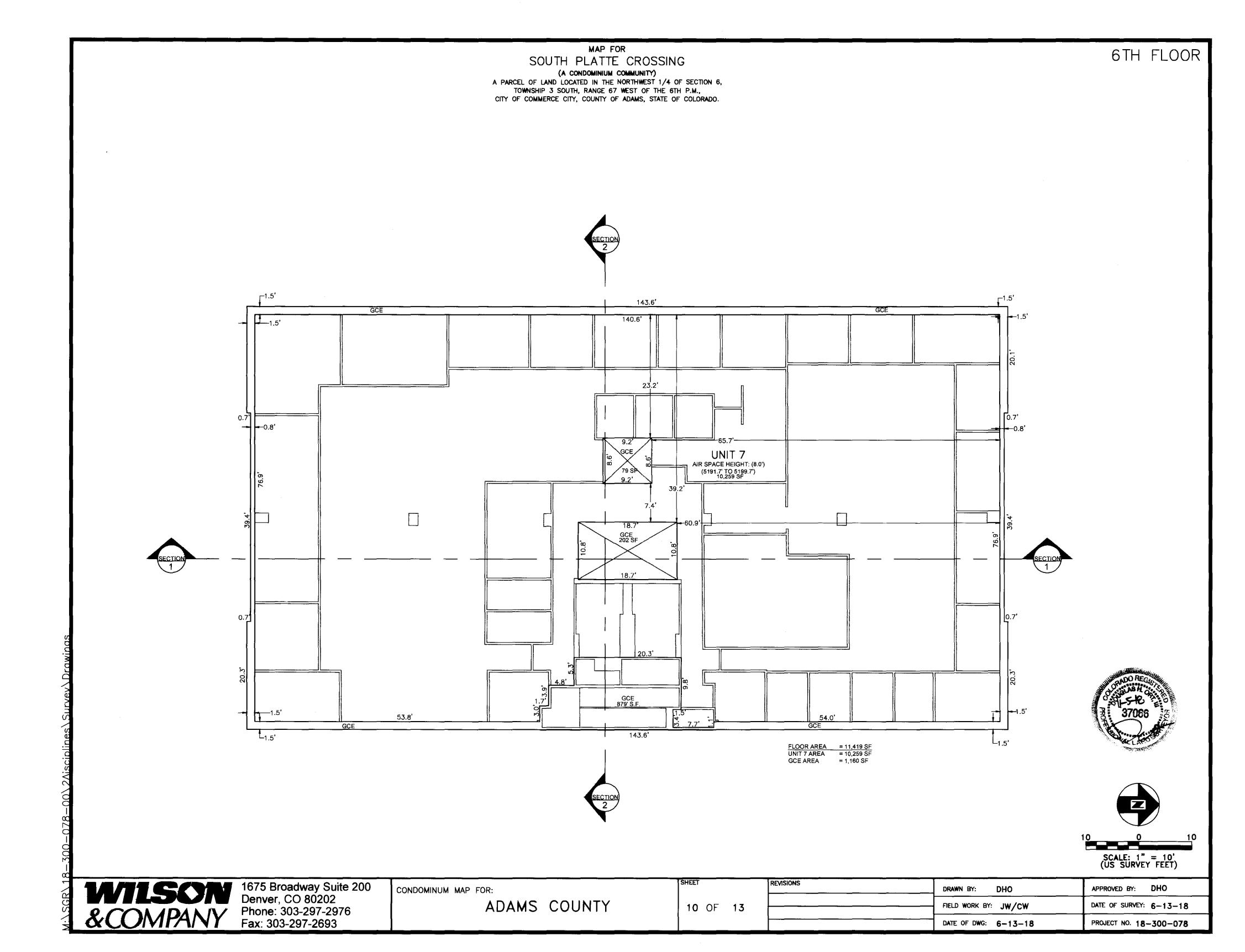
9 OF 13

REVISIONS

 DRAWN BY:
 DHO
 APPROVED BY:
 DHO

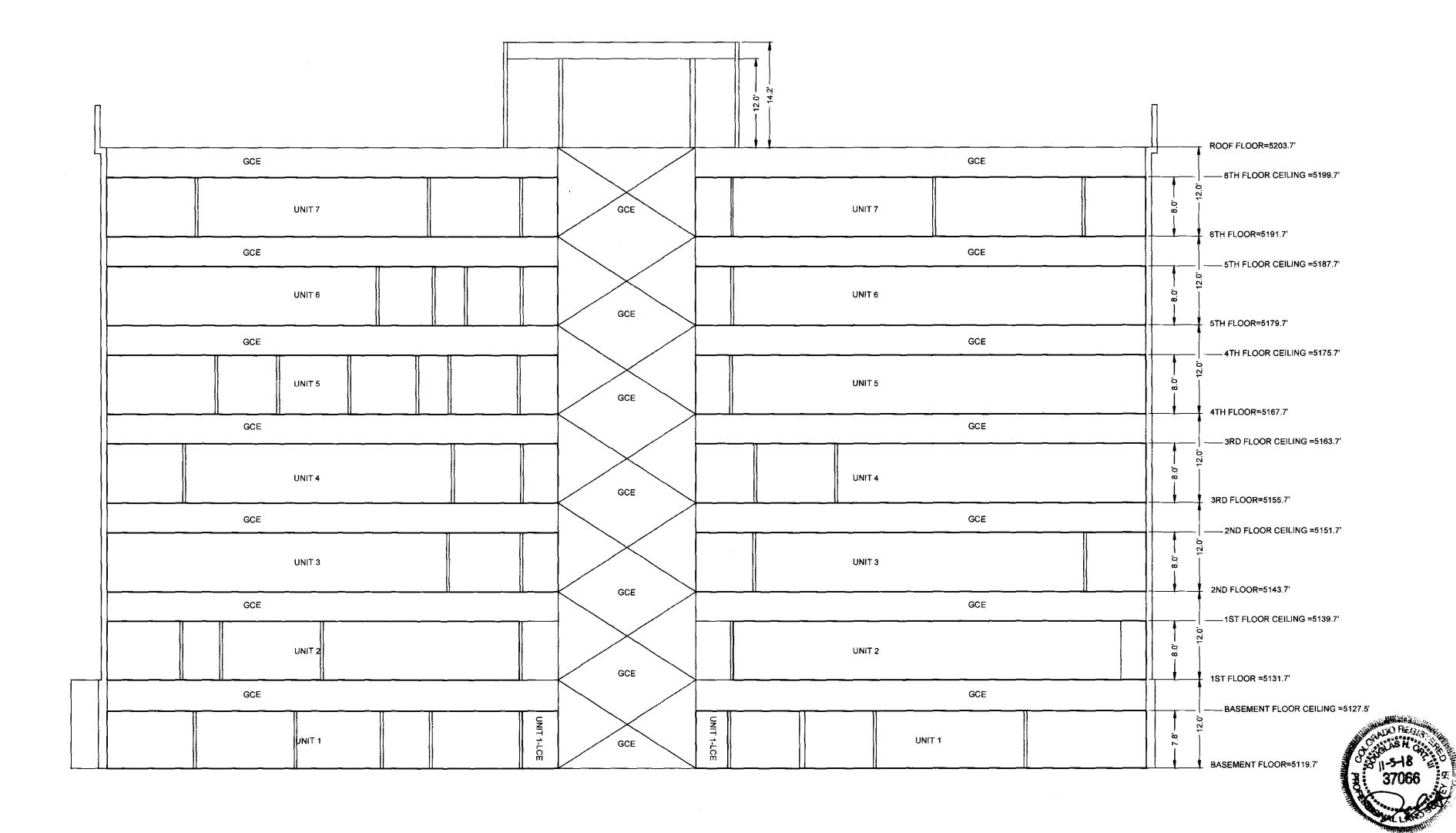
 FIELD WORK BY:
 JW/CW
 DATE OF SURVEY:
 6-13-18

 DATE OF DWG:
 6-13-18
 PROJECT NO.
 18-300-078



# 7190 CONDOMINIUMS

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.



SCALE: 1" = 10' (US SURVEY FEET)

CONDOMINUM MAP FOR:

ADAMS COUNTY

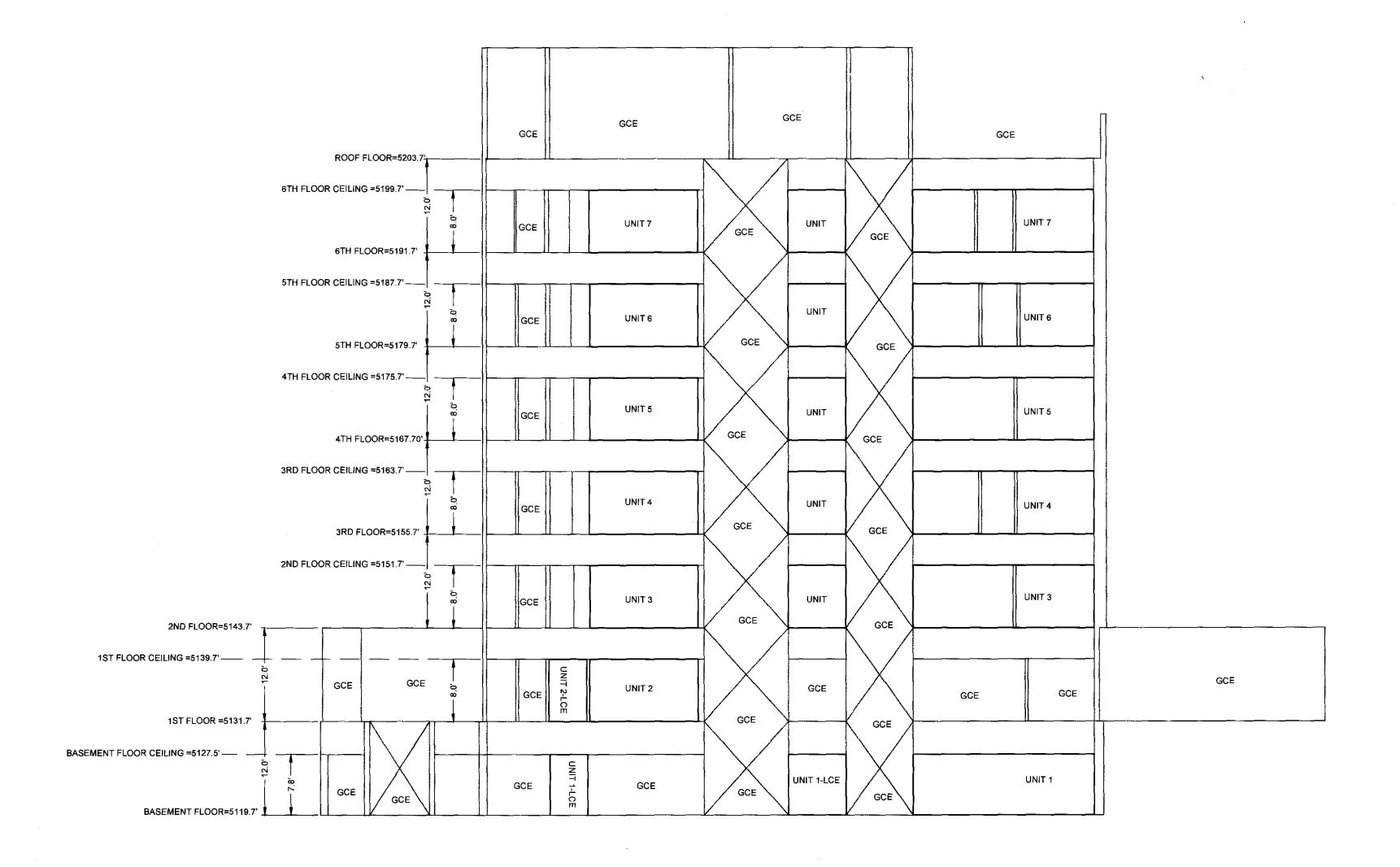
**12** OF **13** 

REVISIONS

APPROVED BY: DHO DHO DRAWN BY: DATE OF SURVEY: 6-13-18 FIELD WORK BY: JW/CW PROJECT NO. 18-300-078 DATE OF DWG: 6-13-18

# 7190 CONDOMINIUMS

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO.





SCALE: 1" = 10' (US SURVEY FEET)

\*\*ECOMPANY\*\*

1675 Broadway Suite 200
Denver, CO 80202
Phone: 303-297-2976
Fax: 303-297-2693

CONDOMINUM MAP FOR:

ADAMS COUNTY

13 OF 13

REVISIONS

APPROVED BY: DHO DRAWN BY: DHO DATE OF SURVEY: 6-13-18 FIELD WORK BY: JW/CW DATE OF DWG: 6-13-18 PROJECT NO. 18-300-078



### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                                                                                           |  |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| SUBJECT: Disposition of Real estate – 20 acres                                                                                     |  |  |  |  |
| FROM:                                                                                                                              |  |  |  |  |
| Raymond H Gonzales, County Manager                                                                                                 |  |  |  |  |
| Alisha Reis, Deputy County Manager of Administrative Services                                                                      |  |  |  |  |
| Seán Braden, Manager of Planning Design & Construction – Facilities & Fleet Management                                             |  |  |  |  |
| Nicci Beauprez, Land & Asset Coordinator – Facilities & Fleet Management                                                           |  |  |  |  |
| AGENCY/DEPARTMENT: Facilities & Fleet Management                                                                                   |  |  |  |  |
| HEARD AT STUDY SESSION ON: 11/13/2018 & Multiple other times for marketing purposes                                                |  |  |  |  |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                                                                                          |  |  |  |  |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves Contract to Buy and                                     |  |  |  |  |
| Sell Real Estate between Adams County and Kenneth M Marrone and Stanley J Marrone for land located in unincorporated Adams County. |  |  |  |  |

### **BACKGROUND:**

The Board of County Commissioners directed staff to market this property late last year for disposition. The property is approximately 20 acres situated adjacent to the Brighton Wal-Mart in unincorporated Adams County and is southwest of Bromley Lane & Highway 85.

The County's contracted realtor, Guidance Corporate Realty (Guidance), was subsequently presented an offer. Guidance prepared a non-binding Letter of Intent (LOI) to the inquiring party for terms of consideration for their pledged interest on November 2, and that LOI was acknowledged and accepted on November 5 by the buyers. Staff received direction to proceed with the negotiations for the sales contract.

The Contract is for \$1,960,200. With the direction of our broker, Guidance, staff believes this is a reasonable offer. One amendment to the contract is anticipated as the buyers are requesting the agricultural well on the property or for the parties to determine a mutual value to exclude such well from consideration in the contract. If the sale that is funding this 1031 fails, or if we are not able to close in the 1031 allowable time then risk would apply.

Recommendation is to approve the Contract to Buy and Sale Real Estate presented by Kenneth M. Marrone and Stanley J. Marrone for land located in unincorporated Adams County.

### AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Manager's Office, County Attorney's Office, Facilities & Fleet Management

Revised 06/2016 Page 1 of 2

ATTACHED DOCUMENTS:
Contract to Buy and Sell Real Estate between Adams County and Kenneth M Marrone and Stanley J Marrone for land located in unincorporated Adams County also known as parcel 156918200005.

| FISCAL IMPACT:  Please check if there is no fiscal impact . If there is fisc section below. | cal impact, pl    | ease fully com | plete the   |
|---------------------------------------------------------------------------------------------|-------------------|----------------|-------------|
| Fund:                                                                                       |                   |                |             |
| Cost Center:                                                                                |                   |                |             |
|                                                                                             | Object<br>Account | Subledger      | Amount      |
| Current Budgeted Revenue:                                                                   |                   |                |             |
| Additional Revenue not included in Current Budget:                                          |                   |                | \$1,960,200 |
| Total Revenues:                                                                             |                   |                | \$1,960,200 |
|                                                                                             | Object<br>Account | Subledger      | Amount      |
| Current Budgeted Operating Expenditure:                                                     |                   |                |             |
| Add'l Operating Expenditure not included in Current Budget:                                 |                   |                |             |
| Current Budgeted Capital Expenditure:                                                       |                   |                |             |
| Add'l Capital Expenditure not included in Current Budget:                                   |                   |                |             |
| Total Expenditures:                                                                         |                   |                |             |
| New FTEs requested: ☐ YES ☐ NO Future Amendment Needed: ☐ YES ☐ NO                          |                   |                |             |

## **Additional Note:**

Page 2 of 2 Revised 06/2016

# BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

# RESOLUTION APPROVING CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN ADAMS COUNTY AND KENNETH M. MARRONE AND STANLEY J. MARRONE

### Resolution

WHEREAS, Adams County owns the approximately 20.003 acres of land located southwest of Highway 85 & Bromley Lane; and,

WHEREAS, by means of the attached Contract to Buy and Sell Real Estate, Adams County wishes to sell the property to Kenneth M. Marrone and Stanley J. Marrone ("Buyer"); and,

WHEREAS, the sales price for the property to be conveyed to the Buyer is one million nine hundred-sixty thousand two hundred dollars (\$1,960, 200); and,

WHEREAS, the sale of this property will allow the landlocked parcel to be returned to beneficial use.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Contract to Buy and Sell Real Estate between Adams County and Kenneth M. Marrone and Stanley J. Marrone, a copy of which is attached hereto and incorporated herein by this reference, be approved

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to execute said Contract to Buy and Sell Real Estate on behalf of Adams County.

| 2                                | The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-15) (Mandatory 1-16)                                                                                                     |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3<br>4<br>5<br>6                 | THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OF OTHER COUNSEL BEFORE SIGNING.                                                                                                                                        |
|                                  | CONTRACT TO BUY AND SELL REAL ESTATE                                                                                                                                                                                                                            |
| 7                                |                                                                                                                                                                                                                                                                 |
| 8                                | (LAND)                                                                                                                                                                                                                                                          |
| 9                                | Property with No Residences)                                                                                                                                                                                                                                    |
| 10                               | ( Property with Residences-Residential Addendum Attached)                                                                                                                                                                                                       |
| 11<br>12                         | Date: November 12, 2018                                                                                                                                                                                                                                         |
| 13                               | AGREEMENT                                                                                                                                                                                                                                                       |
| 14<br>15                         | <ol> <li>AGREEMENT. Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions se<br/>forth in this contract (Contract).</li> </ol>                                                                                |
| 16                               | 2. PARTIES AND PROPERTY.                                                                                                                                                                                                                                        |
| 17                               | 2.1. Buyer. Buyer, Kenneth M. Marrone and Stanley J. Marrone                                                                                                                                                                                                    |
| 18                               | will take title to the Property described below as Joint Tenants Tenants In Common Other                                                                                                                                                                        |
| 19                               | 2.2. No Assignability. This Contract Is Not assignable by Buyer unless otherwise specified in Additional Provisions.                                                                                                                                            |
| 21                               | 2.3. Seller, Seller, Adams County, Colorado                                                                                                                                                                                                                     |
| 22                               | the current owner of the Property described below.                                                                                                                                                                                                              |
| 23                               | 2.4. Property. The Property is the following legally described real estate in the County of Adams , Colorado:                                                                                                                                                   |
| 24<br>25<br>26<br>27<br>28       | East side of Fulton Avenue 1/4 mile south of Bromley Lane Assessor Parcel No. 1569-18-2-00-005 Shown on Exhibit B                                                                                                                                               |
| 29                               | known as No.                                                                                                                                                                                                                                                    |
| 30                               | Street Address City State Zip                                                                                                                                                                                                                                   |
| 31<br>32                         | together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).                              |
| 33<br>34<br>35<br>36<br>37<br>38 | <ul> <li>2.5. Inclusions. The Purchase Price includes the following items (Inclusions):</li> <li>2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:</li> </ul> |
| 39<br>40<br>41                   |                                                                                                                                                                                                                                                                 |
| 42                               | If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.                                                                                                            |
| 44                               | 2.5.2. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and                                                                                                                                                     |
| 45<br>46                         | clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except  Conveyance of all personal property will be by bill of sale or other applicable legal instrument.                                                  |
| 47                               |                                                                                                                                                                                                                                                                 |
| 48<br>49<br>50                   | 2.6. Exclusions. The following items are excluded (Exclusions):                                                                                                                                                                                                 |
| 51                               |                                                                                                                                                                                                                                                                 |
| 52                               |                                                                                                                                                                                                                                                                 |
| 53                               |                                                                                                                                                                                                                                                                 |

| 54<br>55                                     | <ul> <li>2.7. Water Rights, Well Rights, Water and Sewer Taps.</li> <li>2.7.1. Deeded Water Rights. The following legally described water rights:</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 56<br>57                                     | all, including landscaping irrigation well at SWC of property - See Exhibit A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 58<br>59<br>60                               | Any deeded water rights will be conveyed by a good and sufficient special warranty deed at Closing.  2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 61<br>62                                     | all, if any, relating to the Property - See Exhibit A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 63<br>64<br>65<br>66<br>67<br>68<br>69<br>70 | 2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is |
| 71<br>72<br>73<br>74                         | 2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 75<br>76<br>77<br>78<br>79                   | all, if any, relating to the Property - See Exhibit A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 80<br>81<br>82<br>83<br>84<br>85<br>86       | If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.  2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.  2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:  None.                                                                                                                                                           |

### 3. DATES AND DEADLINES.

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| Item No. Reference |        | Event                                              | Date or Deadline  |  |
|--------------------|--------|----------------------------------------------------|-------------------|--|
| 1                  | § 4.3  | Alternative Earnest Money Deadline                 | 5 days after MEC  |  |
|                    |        | Title                                              |                   |  |
| 2                  | § 8.1  | Record Title Deadline                              | 15 days after MEC |  |
| 3                  | § 8.2  | Record Title Objection Deadline                    | 45 days after MEC |  |
| 4                  | § 8.3  | Off-Record Title Deadline                          | 15 days after MEC |  |
| 5                  | § 8.3  | Off-Record Title Objection Deadline                | 45 days after MEC |  |
| 6                  | § 8.4  | Title Resolution Deadline                          | 60 days after MEC |  |
| 7                  | § 8.6  | Right of First Refusal Deadline                    | n/a               |  |
|                    |        | Owners' Association                                |                   |  |
| 8                  | § 7.3  | Association Documents Deadline                     | n/a               |  |
| 9                  | § 7.4  | Association Documents Objection Deadline           | n/a               |  |
|                    |        | Seller's Property Disclosure                       |                   |  |
| 10                 | § 10.1 | Seller's Property Disclosure Deadline              | 10 days after MEC |  |
|                    |        | Loan and Credit                                    |                   |  |
| 11                 | § 5.1  | Loan Application Deadline                          | n/a               |  |
| 12                 | § 5.2  | Loan Objection Deadline                            | n/a               |  |
| 13                 | § 5.3  | Buyer's Credit Information Deadline                | n/a               |  |
| 14                 | § 5.3  | Disapproval of Buyer's Credit Information Deadline | n/a               |  |
| 15                 | § 5.4  | Existing Loan Documents Deadline                   | n/a               |  |
| 16                 |        |                                                    | n/a               |  |

| 40       | § 28                                                                                      | Acceptance Deadline Time                      | 5pm (Mountain)                       |
|----------|-------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------|
| 39       | § 28                                                                                      | Acceptance Deadline Date                      | December 4. 2018                     |
| 38       | § 17                                                                                      | Possession Time                               | Time of Closing                      |
| 37       | § 17                                                                                      | Possession Date                               | Date of Closing                      |
| 36       | § 12.3                                                                                    | Closing and Possession Closing Date           | 80 days from MEC or otherwise agreed |
| 35       | § 11.2                                                                                    | Tenant Estoppel Statements Objection Deadline | n/a                                  |
| 34       | § 11.1                                                                                    | Tenant Estoppel Statements Deadline           | n/a                                  |
| 33       | § 10.7                                                                                    | Conditional Sale Deadline                     | n/a                                  |
| 32       | § 10.6                                                                                    | ADA Evaluation Objection Deadline             | n/a                                  |
| 31       | § 10.6                                                                                    | Environmental Inspection Objection Deadline   | 45 days after MEC                    |
| 30       | § 10.6                                                                                    | Due Diligence Documents Resolution Deadline   | 60 days after MEC                    |
| 29       | § 10.6                                                                                    | Due Diligence Documents Objection Deadline    | 45 days after MEC                    |
| 28       | § 10.6                                                                                    | Due Diligence Documents Delivery Deadline     | 10 days after MEC                    |
| 27       | § 10.5                                                                                    | Property Insurance Objection Deadline         | 30 days after MEC                    |
| 26       | § 10.3                                                                                    | Inspection Resolution Deadline                | 60 days after MEC                    |
| 25       | § 10.3                                                                                    | Inspection Objection Deadline                 | 55 days after MEC                    |
| 124.00-1 |                                                                                           | Inspection and Due Diligence                  |                                      |
| 24       | § 9.4                                                                                     | New ILC or New Survey Resolution Deadline     | 60 days after MEC                    |
| 23       | § 9.3                                                                                     | New ILC or New Survey Objection Deadline      | 45 days after MEC                    |
| 22       | § 9.1                                                                                     | New ILC or New Survey Deadline                | 30 days after MEC                    |
|          | / /                                                                                       | Survey                                        |                                      |
| 21       | § 6.2                                                                                     | Appraisal Resolution Deadline                 | n/a                                  |
| 20       | § 6.2                                                                                     | Appraisal Objection Deadline                  | n/a                                  |
| 19       | § 6.2                                                                                     | Appraisal Deadline                            | n/a                                  |
|          |                                                                                           | Appraisal                                     |                                      |
| 18       | 17 § 5.4 Loan Transfer Approval Deadline<br>18 § 4.7 Seller or Private Financing Deadline |                                               | n/a                                  |

3.1. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

### 4. PURCHASE PRICE AND TERMS.

 4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

| Item No. | Reference | Item               |              | Amount    |     | Amount    |
|----------|-----------|--------------------|--------------|-----------|-----|-----------|
| 1        | § 4.1     | Purchase Price     | \$           | 1,960,200 | E4. |           |
| 2        | § 4.3     | Earnest Money      | auda<br>auda |           | \$  | 50,000    |
| 3        | § 4.5     | New Loan           |              |           | \$  |           |
| 4        | § 4.6     | Assumption Balance |              |           | \$  |           |
| 5        | § 4.7     | Private Financing  |              |           | \$  |           |
| 6        | § 4.7     | Seller Financing   |              |           | \$  |           |
| 7        |           |                    |              |           |     |           |
| 8        |           |                    |              |           |     |           |
| 9        | § 4.4     | Cash at Closing    |              |           | \$  | 1,910,200 |
| 10       |           | TOTAL              | \$           | 1,960,200 | \$  | 1,960,200 |

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$0 (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

| 103        | 43. Earnest Money. The Earnest Money set forth in this section, in the form of a good funds , will be                                                                                                                      |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 104        | payable to and held by Title Insurance Company (Earnest Money Holder), in its trust account, on behalf of                                                                                                                  |
| 105        | both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually                                                                                                |
| 106        | agree to an Alternative Earnest Money Deadline for its payment. The parties authorize delivery of the Earnest Money deposit to                                                                                             |
| 107        | the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has                                                                                                  |
| 108        | agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing                                                                                        |
| 109        | to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the                                                                                           |
| 110        | Earnest Money Holder in this transaction will be transferred to such fund.                                                                                                                                                 |
| 111        | 4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the                                                                                                             |
| 112        | time of tender of this Contract, is as set forth as the Alternative Earnest Money Deadline.                                                                                                                                |
| 113        | 4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to                                                                                                              |
| 114        | the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided                                                                                      |
| 115        | in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute                                                                                           |
| 116        | and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three                                                                                             |
| 117        | days of Seller's receipt of such form.                                                                                                                                                                                     |
| 118        | 4.4. Form of Funds; Time of Payment; Available Funds.                                                                                                                                                                      |
| 119        | 4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing                                                                                                             |
| 120        | and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified                                                                                          |
| 121        | check, savings and loan teller's check and cashier's check (Good Funds).                                                                                                                                                   |
| 122        | 4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be                                                                                                              |
| 123        | paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at                                                                                                |
| 124        | Closing OR SUCH NONPAYING PARTY WILL BE IN DEFAULT. Buyer represents that Buyer, as of the date of this                                                                                                                    |
| 125        | Contract, Does Does Not have funds that are immediately verifiable and available in an amount not less than the amount                                                                                                     |
| 126        | stated as Cash at Closing in § 4.1.                                                                                                                                                                                        |
| 127        | 4.5. New Loan.                                                                                                                                                                                                             |
| 128<br>129 | <b>4.5.1.</b> Buyer to Pay Loan Costs. Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees, as required by lender.        |
| 130        | 4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to                                                                                                                 |
| 131        | Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).                                                                                                  |
| 132        | 4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans:                                                                                                                        |
| 133        | Conventional Other                                                                                                                                                                                                         |
| 134        | 4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption                                                                                                               |
| 135        | Balance set forth in § 4.1, presently payable at \$ per including principal and interest                                                                                                                                   |
| 136        | Balance set forth in § 4.1, presently payable at \$ per including principal and interest presently at the rate of % per annum, and also including escrow for the following as indicated: Real Estate Taxes                 |
| 137        | Property Incurance Premium and                                                                                                                                                                                             |
| 138        | Buyer agrees to pay a loan transfer fee not to exceed \$ At the time of assumption, the new interest rate will                                                                                                             |
| 139        | not exceed % per annum and the new payment will not exceed \$ per principal and                                                                                                                                            |
| 140        | interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance,                                                                                        |
| 141        | which causes the amount of cash required from Buyer at Closing to be increased by more than \$, then Buyer has                                                                                                             |
| 142        | the Right to Terminate under § 25.1, on or before Closing Date, based on the reduced amount of the actual principal balance.                                                                                               |
| 143        | Seller Will Will Not be released from liability on said loan. If applicable, compliance with the requirements for                                                                                                          |
| 144        | release from liability will be evidenced by delivery on or before Loan Transfer Approval Deadline at Closing of an                                                                                                         |
| 145        | appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by                                                                                                                    |
| 146        | in an amount not to exceed \$                                                                                                                                                                                              |
| 147        | 4.7. Seller or Private Financing.                                                                                                                                                                                          |
| 148        | WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on                                                                                                 |
| 149        | sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a                                                                                           |
| 150        | licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics                                                                                         |
| 151        | of financing, including whether or not a party is exempt from the law.                                                                                                                                                     |
| 152        | 4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing,  Buyer Seller will deliver the proposed Seller financing documents to the other party on or before days before |
| 153        | Buyer Seller will deliver the proposed Seller financing documents to the other party on or before days before Seller or Private Financing Deadline.                                                                        |
| 154        | 4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon                                                                                                                 |
|            | Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost                                                                                    |
| 156<br>157 | and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before Seller or Private Financing Deadline,                                                                                            |
| 158        | if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.                                                                                                                        |
| 159        | 4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private                                                                                                             |
| 160        | financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer, including its                                                                                          |

availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before Seller

### TRANSACTION PROVISIONS

### 5. FINANCING CONDITIONS AND OBLIGATIONS.

- 5.1. Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before Loan Application Deadline and exercise reasonable efforts to obtain such loan or approval.
- 5.2. Loan Objection. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before Loan Objection Deadline, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).
- 5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by Buyer's Credit Information Deadline, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before Disapproval of Buyer's Credit Information Deadline.
- 5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust, and any modifications) to Buyer by Existing Loan Documents Deadline. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before Existing Loan Documents Objection Deadline, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by Loan Transfer Approval Deadline, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

### 6. APPRAISAL PROVISIONS.

- 6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.
- **6.2.** Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.
- 6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before Appraisal Deadline Buyer may, on or before Appraisal Objection Deadline, notwithstanding § 8.3 or § 13:
  - 6.2.1.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or
- 6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.
- 6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before Appraisal Objection Deadline, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Appraisal Resolution Deadline (§ 3), this Contract will terminate on the Appraisal Resolution Deadline, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of Appraisal Resolution Deadline.
- 6.3. Lender Property Requirements. If the lender imposes any requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the

218 parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or 219 (3) the satisfaction of the Lender Requirements is waived in writing by Buyer. 220 Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by

Seller. The cost of the Appraisal may include any and all fees paid to the appraisar, appraisal management company, lender's agent or all three.

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- OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to such declaration.
- Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.
- 7.2. Owners' Association Documents. Owners' Association Documents (Association Documents) consist of the following:
- All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements;
  - 7.2.2. Minutes of most recent annual owners' meeting;
- Minutes of any directors' or managers' meetings during the six-month period immediately preceding the 7.2.3. date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and
- The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).
  - Association Documents to Buyer.
- Seller to Provide Association Documents. Seller is obligated to provide to Buyer the Association Documents, at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.
- 7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before Association Documents Objection Deadline, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

### 8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

266 267 Evidence of Record Title. 268 1 Seller Selects Title Insurance Company. If this box is checked, Seller will select the title insurance 269 company to furnish the owner's title insurance policy at Seller's expense. On or before Record Title Deadline, Seller must furnish 270 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase 271 Price, or if this box is checked, an Abstract of Title certified to a current date. Seller will cause the title insurance policy to be 272 issued and delivered to Buyer as soon as practicable at or after Closing. Buyer Selects Title Insurance Company. If this box is checked, Buyer will select the title insurance 273 274 company to furnish the owner's title insurance policy at Buyer's expense. On or before Record Title Deadline, Buyer must

- 275 furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase 276 277 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies. Owner's Extended Coverage (OEC). The Title Commitment Will Will Not contain Owner's 278 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard 279 280 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' 281 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC 282 will be paid by | Buyer | Seller | One-Half by Buyer and One-Half by Seller | Other 283 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over 284 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined 285 286 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to 287 object under § 8.4 (Right to Object to Title, Resolution). 288 8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, 289 covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of 290 such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title 291 Documents). 292 Copies of Title Documents. Buyer must receive, on or before Record Title Deadline, copies of all Title 293 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county 294 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the 295 party or parties obligated to pay for the owner's title insurance policy. 296 Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any 297 portion of the Property (Abstract of Title) in Seller's possession on or before Record Title Deadline. 298 Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the 299 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before Record Title Objection Deadline. 300 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding 301 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or 302 Title Documents are not received by Buyer on or before the Record Title Deadline, or if there is an endorsement to the Title 303 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be 304 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object 305 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or 306 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of 307 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 308 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents 309 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title 310 311 Commitment and Title Documents as satisfactory. 312 Off-Record Title. Seller must deliver to Buyer, on or before Off-Record Title Deadline, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without 313 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights 314 of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has 315 316 the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., 317 unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any 318 unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's 319 sole subjective discretion, must be received by Seller on or before Off-Record Title Objection Deadline. If an Off-Record Matter 320 is received by Buyer after the Off-Record Title Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer 321 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in 322 § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by 323
  - 8.4. Right to Object to Title, Resolution. Buyer's right to object to any title matters includes, but is not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual

8.4.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on or before Title Resolution Deadline, this Contract will terminate on the expiration of Title Resolution Deadline, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such

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items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.4.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or

before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Buyer has the Right to Terminate under § 25.1, on or before Off-Record Title Objection Deadline, based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

- 8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before Right of First Refusal Deadline, this Contract will then terminate.
- 8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters.
- 8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.
- 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.
- 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.
- 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.
- 8.7.5. Title Insurance Exclusions. Matters set forth in this Section, and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.
- 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

| 385 | 9. NE      | WILC, N     | EW SURVEY.                              |                     |                                                      |
|-----|------------|-------------|-----------------------------------------|---------------------|------------------------------------------------------|
| 386 | 9.1.       |             |                                         |                     | mprovement Location Certificate (New ILC)            |
| 387 | V New      | Survey in   | the form of ALTA/NSPS 2016 Minimum Star | ndard Detail        | is required and the following will apply:            |
| 388 |            | 9.1.1.      | Ordering of New ILC or New Su           | rvey. Seller        | Buyer will order the New ILC or New Survey. The      |
| 389 | New ILC    | or New Su   | rvey may also be a previous ILC or s    | urvey that is in th | e above-required form, certified and updated as of a |
| 390 | date after | the date of | this Contract.                          | and a transfer of   |                                                      |

before Closing, by: Seller Buyer or: 392 393 394 395 396 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider 397 of the opinion of title if an Abstract of Title), and will receive a New ILC or New Survey on or before 398 New ILC or New Survey Deadline. 399 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor 400 to all those who are to receive the New ILC or New Survey. 401 Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New 402 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New 403 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to 404 Seller incurring any cost for the same. 405 New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If 406 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13: 407 408 Notice to Terminate. Notify Seller in writing that this Contract is terminated; or 409 New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be 410 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on 411 412 or before New ILC or New Survey Objection Deadline, and if Buyer and Seller have not agreed in writing to a settlement 413 thereof on or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey 414 415 Objection before such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline. DISCLOSURE, INSPECTION AND DUE DILIGENCE 416 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE 417 418 OF WATER. 419 10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to 420 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed 421 by Seller to Seller's actual knowledge, current as of the date of this Contract. 422 Disclosure of Latent Defects; Present Condition. Seller must disclose to Buyer any latent defects actually known 423 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer 424 acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults." 425 10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections 426 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the 427 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, 428 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the 429 Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), 430 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective 431 432 discretion, Buyer may, on or before Inspection Objection Deadline: 433 10.3.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or 434 10.3.2. Inspection Objection. Deliver to Seller a written description of any unsatisfactory physical condition that 435 Buyer requires Seller to correct. 436 10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection 437 Deadline, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline, 438 this Contract will terminate on Inspection Resolution Deadline unless Seller receives Buyer's written withdrawal of the 439 Inspection Objection before such termination, i.e., on or before expiration of Inspection Resolution Deadline. 440 10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at 441 442 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer 443 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, 444 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such 445 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against 446 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and

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CBS4-6-15. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or

| 147 |               | ne provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed    |
|-----|---------------|--------------------------------------------------------------------------------------------------------------------------|
| 148 |               | In Inspection Resolution.                                                                                                |
| 149 | 10.5.         | Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium fo       |
| 150 |               | urance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before Property Insurance              |
| 151 | Objection I   | leadline, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.        |
| 152 | 10.6.         | Due Diligence.                                                                                                           |
| 153 |               | 10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following      |
| 154 | documents     | and information pertaining to the Property (Due Diligence Documents) to Buyer on or before Due Diligence                 |
| 155 |               | Delivery Deadline:                                                                                                       |
| 156 | V             | 10.6.1.1. All contracts relating to the operation, maintenance and management of the Property;                           |
| 157 | V             | 10.6.1.2. Property tax bills for the last 3 years;                                                                       |
| 158 |               | 10.6.1.3. As-built construction plans to the Property and the tenant improvements, including                             |
| 159 |               | , electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the   |
| 160 | extent now a  |                                                                                                                          |
| 161 | V             | 10.6.1.4. A list of all Inclusions to be conveyed to Buyer;                                                              |
| 162 |               | 10.6.1.5. Operating statements for the past years;                                                                       |
| 163 | П             | 10.6.1.6. A rent roll accurate and correct to the date of this Contract;                                                 |
| 164 | 回             | 10.6.1.7. All current leases, including any amendments or other occupancy agreements, pertaining to the                  |
| 165 |               | ose leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):        |
| 166 | party         | to the Property flux out the County and the County flux out the County are as follows (Decises).                         |
| 167 |               |                                                                                                                          |
| 168 | П             | 10.6.1.8. A schedule of any tenant improvement work Seller is obligated to complete but has not ye                       |
| 69  |               | ted and capital improvement work either scheduled or in process on the date of this Contract;                            |
| 70  | V             | 10.6.19. All insurance policies pertaining to the Property and copies of any claims which have been                      |
| 71  | made for the  | 그는 그                                                                                 |
| 72  | <b>V</b>      | 10.6.1.10. Soils reports, surveys and engineering reports or data pertaining to the Property (if no                      |
| 73  |               | lier under § 8.3);                                                                                                       |
| 74  | V V CICUCA    | 10.6.1.11. Any and all existing documentation and reports regarding Phase I and II environmental reports                 |
| 75  | _             | esults, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or  |
| 76  |               | nazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's   |
| 77  |               | r known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;                   |
| 78  | V V           | 10.6.1.12. Any Americans with Disabilities Act reports, studies or surveys concerning the compliance of                  |
| 79  |               | with said Act;                                                                                                           |
| 80  | V Property    | 10.6.1.13. All permits, licenses and other building or use authorizations issued by any governmenta                      |
|     |               | h jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations |
| 81  | if any; and   | in jurisdiction over the Property and written house of any violation of any such permits, needses of use authorizations  |
| 82  | v and         | 10.6.1.14. Other documents and information:                                                                              |
|     |               | 10.0.1.14. Other documents and information.                                                                              |
| 84  |               | all ALTA surveys in Seller's possession; and                                                                             |
| 85  |               | all other documents as reasonably requested by Buyer.                                                                    |
| 86  |               | all other documents as reasonably requested by buyer.                                                                    |
| 87  |               | 10.62 Day Dilligance Desaurate Parism and Objection Days has the sinks to review and abject to Day                       |
| 88  | D!!! D        | 10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due                    |
| 89  |               | ocuments. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective      |
| 90  | discretion, B | uyer may, on or before Due Diligence Documents Objection Deadline:                                                       |
| 91  |               | 10.6.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or                             |
| 92  |               | 10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any                              |
| 93  | unsatisfactor | y Due Diligence Documents that Buyer requires Seller to correct.                                                         |
| 94  |               | 10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received                         |
| 95  |               | or before Due Diligence Documents Objection Deadline, and if Buyer and Seller have not agreed in writing to a            |
| 96  |               | ereof on or before Due Diligence Documents Resolution Deadline, this Contract will terminate on Due Diligence            |
| 97  |               | Resolution Deadline unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection           |
| 98  | before such   | ermination, i.e., on or before expiration of <b>Due Diligence Documents Resolution Deadline</b> .                        |
| 99  | 42.           | 10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before Due Diligence Documents Objection            |
| 00  |               | sed on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over      |
| 01  | the Property  | in Buyer's sole subjective discretion.                                                                                   |
| 02  | 2             | 10.6.4. Due Diligence - Environmental, ADA. Buyer has the right to obtain environmental inspections of the               |
| 03  | Property inc  | uding Phase I and Phase II Environmental Site Assessments, as applicable.   Seller  Buyer will order or provide          |
| 04  |               | ironmental Site Assessment, Phase II Environmental Site Assessment (compliant with most current version of the           |
| 05  | applicable A  | STM E1527standard practices for Environmental Site Assessments) and/or, at the expense                                   |

| 506 | of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation                   |  |  |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 507 | whether the Property complies with the Americans with Disabilities Act (ADA Evaluation). All such inspections and evaluations        |  |  |  |
| 508 | must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants          |  |  |  |
| 509 | business uses of the Property, if any.                                                                                               |  |  |  |
| 510 | If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the                            |  |  |  |
| 511 | Environmental Inspection Objection Deadline will be extended by 60 days (Extended Environmental Inspection Objection                 |  |  |  |
| 512 | Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the Closing Date, the Closing Date         |  |  |  |
| 513 | will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II Environmental Site           |  |  |  |
| 514 | Assessment.                                                                                                                          |  |  |  |
| 515 | Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the         |  |  |  |
| 516 | Right to Terminate under § 25.1, on or before Environmental Inspection Objection Deadline, or if applicable, the Extended            |  |  |  |
| 517 | Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole        |  |  |  |
| 518 | subjective discretion.                                                                                                               |  |  |  |
| 519 | Buyer has the Right to Terminate under § 25.1, on or before ADA Evaluation Objection Deadline, based on any                          |  |  |  |
| 520 | unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.                                                                |  |  |  |
| 521 | 10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property             |  |  |  |
| 522 | owned by Buyer and commonly known as  Buyer has the Right to Terminate                                                               |  |  |  |
| 523 | under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before Conditional Sale Deadline if such           |  |  |  |
| 524 | property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's   |  |  |  |
| 525 | Notice to Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this provision.                |  |  |  |
|     | 10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer Does Does Not                              |  |  |  |
| 526 | acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water     |  |  |  |
| 527 | for the Property. There is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.                    |  |  |  |
| 528 |                                                                                                                                      |  |  |  |
| 529 | Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND                                                 |  |  |  |
| 530 | WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO                                                |  |  |  |
| 531 | DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.                                                                |  |  |  |
| 532 | 10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned             |  |  |  |
| 533 | to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the      |  |  |  |
| 534 | Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller   |  |  |  |
| 535 | enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably  |  |  |  |
| 536 | withheld or delayed.                                                                                                                 |  |  |  |
| 537 | 11. TENANT ESTOPPEL STATEMENTS.                                                                                                      |  |  |  |
| 538 | 11.1. Tenant Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements.                    |  |  |  |
|     | Seller must obtain and deliver to Buyer on or before <b>Tenant Estoppel Statements Deadline</b> , statements in a form and substance |  |  |  |
| 539 |                                                                                                                                      |  |  |  |
| 540 | reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease    |  |  |  |
| 541 | stating:                                                                                                                             |  |  |  |
| 542 | 11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;                                              |  |  |  |
| 543 | 11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or                          |  |  |  |
| 544 | amendments;                                                                                                                          |  |  |  |
| 545 | 11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;                                 |  |  |  |
| 546 | 11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;                                                    |  |  |  |
| 547 | 11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and                                          |  |  |  |
| 548 | 11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising                  |  |  |  |
| 549 | the premises it describes.                                                                                                           |  |  |  |
| 550 | 11.2. Tenant Estoppel Statements Objection. Buyer has the Right to Terminate under § 25.1, on or before Tenant                       |  |  |  |
| 551 | Estoppel Statements Objection Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion,       |  |  |  |
| 552 | or if Seller fails to deliver the Estoppel Statements on or before Tenant Estoppel Statements Deadline. Buyer also has the           |  |  |  |
| 553 | unilateral right to waive any unsatisfactory Estoppel Statement.                                                                     |  |  |  |
| 554 |                                                                                                                                      |  |  |  |
| 555 | CLOSING PROVISIONS                                                                                                                   |  |  |  |
| 333 | CLOSING I ROVISIONS                                                                                                                  |  |  |  |
|     | 13 CLOSING DOCUMENTS INSTRUCTIONS AND GLOSING                                                                                        |  |  |  |
| 556 | 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.                                                                                     |  |  |  |
| 557 | 12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to                         |  |  |  |
| 558 | enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If         |  |  |  |

Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing

Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and

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| 561        | Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 562<br>563 | transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.  12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions   Are   Are Not executed with                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 564        | this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 565        | 12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 566        | the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 567        | mutual agreement .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 568        | 12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 569        | between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 570        | 13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 571        | other terms and provisions hereof, Seller must execute and deliver a good and sufficient special warranty deed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 572        | to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 573        | provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 574        | installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 575        | 13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with Record Title,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 576        | 13.2. Distribution utility easements (including cable TV),                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 577<br>578 | 13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 579        | knowledge and which were accepted by Buyer in accordance with Off-Record Title and New ILC or New Survey,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 580        | 13.4. Inclusion of the Property within any special taxing district, and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 581        | 13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 582        | assessed prior to or after Closing, and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 583        | 13.6. Other Collectively, the "Permitted Exceptions"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7,77       | Concenvely, the Permitted Exceptions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 584        | 14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid will be paid at or before Closing from the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 585        | proceeds of this transaction or from any other source.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|            | Province of the state of the st |
| 586        | 15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 587        | 15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 588        | to be paid at Closing, except as otherwise provided herein.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 589        | 15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 590        | ✓ One-Half by Buyer and One-Half by Seller Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 591        | 15.3. Status Letter and Record Change Fees. Any fees incident to the issuance of Association's statement of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 592        | assessments (Status Letter) must be paid by None Buyer Seller One-Half by Buyer and One-Half by Seller.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 593        | Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 594        | or title of such fee (Association's Record Change Fee) must be paid by None Buyer Seller One-Half by Buyer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 595        | and One-Half by Seller.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 596        | 15.4. Local Transfer Tax. The Local Transfer Tax of % of the Purchase Price must be paid at Closing by                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 597        | None Buyer Seller One-Half by Buyer and One-Half by Seller.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 598        | 15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 599        | as community association fees, developer fees and foundation fees, must be paid at Closing by None Buyer Seller                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 500        | One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 501        | in the total amount of% of the Purchase Price or \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 502        | 15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 503        | \$for:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 504        | Water Stock/Certificates Water District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 505        | Augmentation Membership   Small Domestic Water Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 506        | and must be paid at Closing by None Buyer Seller One-Half by Buyer and One-Half by Seller                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 507<br>508 | 15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by None Buyer Seller One-Half by Buyer and One-Half by Seller.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 100        | Mone Duyer Dener One-man by buyer and One-man by Sener.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 509        | 16. PRORATIONS. The following will be prorated to the Closing Date, except as otherwise provided:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 510        | 16. PRORATIONS. The following will be prorated to the Closing Date, except as otherwise provided:  16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 511        | year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 512        | Most Recent Assessed Valuation, Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 513        | 16.2. Rents. Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 114        | Buyer the security deposits for all Leases assigned or any remainder after lawful deductions, and notify all tenants in writing of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

| 615        | such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must                                                                                                                                                                                        |  |  |  |  |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| 616        | assume Seller's obligations under such Leases.                                                                                                                                                                                                                                                                            |  |  |  |  |
| 617        |                                                                                                                                                                                                                                                                                                                           |  |  |  |  |
| 618        | advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred                                                                                                                                                                                                 |  |  |  |  |
| 619        | maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.                                                                                                                                                                                             |  |  |  |  |
| 620<br>621 | Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date by the Association will be the obligation of Buyer Seller. Except                                                                     |  |  |  |  |
| 622        | however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature                                                                                                                                                                                          |  |  |  |  |
| 623        | hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association                                                                                                                                                                                              |  |  |  |  |
| 624        | Assessments are currently payable at approximately \$\mathbb{C}\$ per and that there are no unnaid regular                                                                                                                                                                                                                |  |  |  |  |
| 625        | or special assessments against the Property except the current regular assessments and                                                                                                                                                                                                                                    |  |  |  |  |
| 626        | Assessments are currently payable at approximately \$ per and that there are no unpaid regular or special assessments against the Property except the current regular assessments and Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to |  |  |  |  |
| 627        | deliver to Buyer before Closing Date a current Status Letter.                                                                                                                                                                                                                                                             |  |  |  |  |
| 628        | 16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and                                                                                                                                                                                                                                |  |  |  |  |
| 629        | 16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.                                                                                                                                                                                                                                   |  |  |  |  |
| 630        | 17. POSSESSION. Possession of the Property will be delivered to Buyer on Possession Date at Possession Time, subject to                                                                                                                                                                                                   |  |  |  |  |
| 631        | the Leases as set forth in § 10.6.1.7.                                                                                                                                                                                                                                                                                    |  |  |  |  |
| 632        |                                                                                                                                                                                                                                                                                                                           |  |  |  |  |
| 633        | If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable                                                                                                                                                                                    |  |  |  |  |
| 634        | to Buyer for payment of \$_0 per day (or any part of a day notwithstanding § 18.1) from Possession Date and                                                                                                                                                                                                               |  |  |  |  |
| 635        | Possession Time until possession is delivered.                                                                                                                                                                                                                                                                            |  |  |  |  |
| 636        | GENERAL PROVISIONS                                                                                                                                                                                                                                                                                                        |  |  |  |  |
| 637        | 18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.                                                                                                                                                                                                                                                                         |  |  |  |  |
| 638        | 18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain                                                                                                                                                                                                     |  |  |  |  |
| 639        | Time (Standard or Daylight Savings as applicable).                                                                                                                                                                                                                                                                        |  |  |  |  |
| 640        | 18.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified,                                                                                                                                                                                                      |  |  |  |  |
| 641        | the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or                                                                                                                                                                                       |  |  |  |  |
| 642        | federal or Colorado state holiday (Holiday), such deadline Will Will Not be extended to the next day that is not a                                                                                                                                                                                                        |  |  |  |  |
| 643        | Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.                                                                                                                                                                                                                            |  |  |  |  |
| 644        | 19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND                                                                                                                                                                                                                                       |  |  |  |  |
| 645        | WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the                                                                                                                                                                                                    |  |  |  |  |
| 646        | condition existing as of the date of this Contract, ordinary wear and tear excepted.                                                                                                                                                                                                                                      |  |  |  |  |
| 647        | 19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of                                                                                                                                                                                                   |  |  |  |  |
| 648<br>649 | loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance                                                     |  |  |  |  |
| 650        | proceeds, will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under                                                                                                                                                                                         |  |  |  |  |
| 651        | § 25.1, on or before Closing Date if the Property is not repaired before Closing Date or if the damage exceeds such sum. Should                                                                                                                                                                                           |  |  |  |  |
| 652        | Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance                                                                                                                                                                                           |  |  |  |  |
| 653        | proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus                                                                                                                                                                                        |  |  |  |  |
| 654        | the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event                                                                                                                                                                                            |  |  |  |  |
| 655        | Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the                                                                                                                                                                                             |  |  |  |  |
| 656        | Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if                                                                                                                                                                                   |  |  |  |  |
| 657        | acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the                                                                                                                                                                                        |  |  |  |  |
| 658        | parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and                                                                                                                                                                                        |  |  |  |  |
| 659        | will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the                                                                                                                                                                                            |  |  |  |  |
| 660        | insurance claim.                                                                                                                                                                                                                                                                                                          |  |  |  |  |
| 661        | 19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication                                                                                                                                                                                                             |  |  |  |  |
| 662<br>663 | services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement                                                     |  |  |  |  |
| 664        | of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the                                                                                                                                                                                       |  |  |  |  |
| 665        | maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance                                                                                                                                                                                          |  |  |  |  |
| 666        | proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or                                                                                                                                                                                          |  |  |  |  |
| 667        | replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before                                                                                                                                                                                            |  |  |  |  |
| 568        | Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or                                                                                                                                                                                     |  |  |  |  |
| 569        | Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the                                                                                                                                                                                        |  |  |  |  |

Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

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- 19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.
- 19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.
- 680 19.5. Risk of Loss Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne 681 by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for 682 the growing crops.
- 683 20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.
- 21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract.
  This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:
  - 21.1. If Buyer is in Default:

    21.1.1. Specific Performance. Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.
  - 21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.
- 21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
   hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this
   Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.
- 704 22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.
- 707 23. MEDIATION. If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties 708 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps 709 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is 710 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire 711 712 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from 713 filing a lawsuit and recording a lis pendens affecting the Property, before or after the date of written notice requesting mediation. 714 715 This section will not alter any date in this Contract, unless otherwise agreed.
- 24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest 716 717 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole 718 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and 719 deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and 720 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money 721 722 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is 723

- authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of **Mediation**. This Section will survive cancellation or termination of this
- 727 Contract.

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### 728 25. TERMINATION.

- 25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.
- 734 **25.2.** Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.
- 26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.

### 27. NOTICE, DELIVERY, AND CHOICE OF LAW.

- 27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).
- 27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or \_\_\_\_\_\_.
- 751 27.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the Fax No. of the recipient.
- 754 27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.
- 757 28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and
  758 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
  759 before Acceptance Deadline Date and Acceptance Deadline Time. If accepted, this document will become a contract between
  760 Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy
  761 thereof, such copies taken together are deemed to be a full and complete contract between the parties.
- 762 29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not
   rimited to, exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations, Title
   rinsurance, Record Title and Off-Record Title, Current Survey Review and Property Disclosure, Inspection, Indemnity,
   rinsurability, Due Diligence, Buyer Disclosure and Source of Water.

### ADDITIONAL PROVISIONS AND ATTACHMENTS

- 767 30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)
- Modifies 2.2: Buyer may assign this Contract to another entity created by Buyer to own and hold the Property, upon the prior written approval of Seller, which approval shall not be unreasonably withheld.
- Modifies 8.1.5: Seller's obligation to provide copies of all Title Documents to Buyer as set forth in Section 8.1.5 of the Contract shall be satisfied by delivery to Buyer of a linked title commitment.
- 775 See attached Exhibit A.

| U                      |                |                          |                   |                            |                                          |        |
|------------------------|----------------|--------------------------|-------------------|----------------------------|------------------------------------------|--------|
|                        | ACHMENTS       |                          |                   |                            |                                          |        |
| 8 31.1.<br>9 Evhibit A |                | ing attachments are a pa | rt of this Contra | ict:                       |                                          |        |
| Exhibit A              | •              |                          |                   |                            |                                          |        |
| 1                      |                |                          |                   |                            |                                          |        |
| 2                      |                |                          |                   |                            |                                          |        |
| 3                      |                |                          |                   |                            |                                          |        |
| 4 31.2.                | The following  | ng disclosure forms are  | attached but are  | e not a part of this Co    | ntract:                                  |        |
| 5                      |                |                          |                   |                            |                                          |        |
| 6                      |                |                          |                   |                            |                                          |        |
| 7                      |                |                          |                   |                            |                                          |        |
| 8                      |                |                          |                   |                            |                                          |        |
|                        |                |                          | SICN              | TURES                      |                                          |        |
| 9                      |                |                          |                   |                            |                                          |        |
| 0<br>Buyer's Na        | me: KE         | DNE th mr                | MARRONE           | Buyer's Name:              | Stanley J. Marros<br>S. Marrone 11-16    | ne.    |
| /                      | 7              |                          |                   |                            |                                          |        |
|                        | 1 00           | 111                      | ( , , , , , ,     | A I                        | P 2                                      |        |
| Aenn                   | eth //         | Marione 1                | 11-16-18          | Stanley                    | U. / larrone 11-16                       | -18    |
| Bayer's Sig            | nature         | ,                        | Date              | Buyer's Signature          | Date                                     |        |
| Address:               | 99             | OFAST 71STA              | VF                | Address:                   | 2874 11 111 11 11/21                     |        |
| Tidar 000.             | 7              | emouse. Cala             | rudo 802          |                            | Westminster. Co.                         | 9023   |
| Phone No.:             | 1              | 03 961 6745              | -                 | Phone No.:                 | 303-961-1604                             | a Coo  |
| Fax No.:               | -              |                          |                   | Fax No.:                   |                                          |        |
| Email Addr             | ess:           |                          |                   | Email Address:             | lildumper @ comcas                       | L. ne  |
| [NOTE: If              | this offer is  | being countered or reje  | cted, do not sig  | n this document. Ref       |                                          |        |
|                        |                |                          |                   |                            |                                          |        |
| Seller's Na            | me:            |                          |                   | Seller's Name:             |                                          |        |
|                        |                |                          |                   |                            |                                          |        |
|                        |                |                          |                   |                            |                                          |        |
| Seller's Sig           | nature         |                          | Date              | Seller's Signature         | Date                                     |        |
|                        |                |                          |                   |                            |                                          |        |
| Address:               |                |                          |                   | Address:                   |                                          |        |
| mi si                  | _              |                          |                   | DI X                       |                                          |        |
| Phone No.:             | -              |                          |                   | Phone No.:                 | -                                        |        |
| Fax No.:<br>Email Addr |                |                          |                   | Fax No.:<br>Email Address: |                                          |        |
| Eman Addr              |                |                          |                   | Eman Address:              | -                                        | _      |
|                        |                |                          |                   |                            |                                          |        |
|                        |                | CCTION. This offer is    |                   |                            |                                          |        |
| Initials only          | y of party (Bi | iyer or Seller) who cou  | ntered or reject  | ted offer                  |                                          |        |
|                        | 1              | END OF CONT              | DACT TO DIE       | Y AND SELL REAL            | ESTATE                                   |        |
|                        | L              | END OF CONT              | RACI TO BU        | I AND SELL REAL            | ESTATE                                   |        |
|                        |                |                          |                   |                            |                                          |        |
| 1                      |                |                          |                   |                            |                                          |        |
|                        |                | NOWLEDGMENTS A           |                   | ATION DISCLOSU             | RE.                                      |        |
| (To be com             | pleted by Brol | ker working with Buyer)  |                   |                            |                                          |        |
| Broker                 | Does Do        | es Not acknowledge rec   | eipt of Earnest   | Money deposit and,         | while not a party to the Contract, agree | es to  |
| cooperate u            | pon request v  | vith any mediation conc  | cluded under § 2  | 23. Broker agrees that     | t if Brokerage Firm is the Earnest M     | Ioney  |
|                        |                |                          |                   |                            | returned following receipt of a Not      |        |
|                        |                |                          |                   |                            | e Earnest Money as directed by the w     |        |
| mutual inst            | ructions. Such | release of Earnest Mc    | oney will be ma   | de within five days        | of Earnest Money Holder's receipt of     | of the |

| executed written mutual i                                                                                 | nstructions, provided the Earnest Money check h                                                                                                                                                                                          | as cleared.                             |  |  |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--|--|
| Broker is working with B                                                                                  | uyer as a Buyer's Agent Seller's Agent                                                                                                                                                                                                   | Transaction-Broker in this transaction. |  |  |
| This is a Change of S                                                                                     | tatus.                                                                                                                                                                                                                                   |                                         |  |  |
| Brokerage Firm's compen                                                                                   | sation or commission is to be paid by Listing                                                                                                                                                                                            | Brokerage Firm Buyer Other              |  |  |
| Brokerage Firm's Name:<br>Broker's Name:                                                                  | exp Real Estate LL MARK P. RYAN Broker's Signature                                                                                                                                                                                       | C ///6/18 Date                          |  |  |
| Address:                                                                                                  | 9800 PYRAMID CT                                                                                                                                                                                                                          |                                         |  |  |
| Phone No.:                                                                                                | 720-206-4313                                                                                                                                                                                                                             | 12                                      |  |  |
| Fax No.:                                                                                                  | 7 -0 -00 7 - 0                                                                                                                                                                                                                           |                                         |  |  |
| Email Address:                                                                                            | markryan CRE @ gmail                                                                                                                                                                                                                     | · COM                                   |  |  |
| Terminate or other writter mutual instructions. Such executed written mutual in Broker is working with Se | n notice of termination, Earnest Money Holder was release of Earnest Money will be made within a notice of Earnest Money will be made within a structions, provided the Earnest Money check had lefter as a Seller's Agent Buyer's Agent | Transaction-Broker in this transaction. |  |  |
| Brokerage Firm's Name:                                                                                    | Guidance Corporate Realty Advisor                                                                                                                                                                                                        | rs                                      |  |  |
| Broker's Name:                                                                                            | Norman S. DeHart                                                                                                                                                                                                                         |                                         |  |  |
|                                                                                                           | Tun last                                                                                                                                                                                                                                 | 11/12/18                                |  |  |
|                                                                                                           | Broker's Signature                                                                                                                                                                                                                       | Date                                    |  |  |
| Address:                                                                                                  | 521 Vallev View Drive<br>Boulder, CO 80304                                                                                                                                                                                               |                                         |  |  |
| Phone No.:                                                                                                | 303-442-5400 x 1                                                                                                                                                                                                                         |                                         |  |  |
| Fax No.:                                                                                                  | 303-545-6581                                                                                                                                                                                                                             |                                         |  |  |
| mail Address: ndehart@guidancebrokers.com                                                                 |                                                                                                                                                                                                                                          |                                         |  |  |

#### EXHIBIT A

Seller Representations: As of each of the date of MEC and the Closing Date, Seller represents and warrants to Buyer:

- a. <u>Authority; Title.</u> Seller has the right, power, and authority to enter into this Contract and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Contract. Subject only to the Permitted Exceptions, effective as of Closing, (i) Seller is the owner of the Property in fee simple, (ii) no person has any right to occupy any portion of the Property, and (iii) there are no unrecorded leases, easements, restrictions, covenants, or encumbrances which affect title to the Property.
- b. <u>FIRPTA</u>; OFAC. Seller is not a "foreign corporation," "foreign partnership" or "foreign estate," as those terms are defined in the Internal Revenue Code of 1986, as amended, and that Seller will furnish to Purchaser such further assurances with respect to this representation and warranty as Purchaser shall reasonably request. Seller is not named on any list of persons, entities, and/or governments that are prohibited from conducting commercial transactions, issued by the United States Treasury Department Office of Foreign Assets Control ("OFAC") pursuant to Executive Order 13224, nor is Seller acting on behalf of, providing assistance to, or otherwise associated with any person or entity referred to in any OFAC list.
- c. <u>Conflicts and Pending Actions</u>. Neither the execution nor delivery of this Contract nor the consummation of the transactions contemplated hereby will result in any breach, violation or event of default under any agreement, restriction, easement, covenant or judgment to which Seller is a party or which is binding on Seller or the Property. There is no litigation, suit, action, claim, investigation or proceeding pending, or to the best of Seller's knowledge, threatened against Seller or the Property, and Seller has received no written notice of any proceeding, including condemnation proceedings, against Seller or the Property that challenges or impairs Seller's ability to execute or perform its obligations under this Contract or that would adversely affect the Property or any portion thereof. Seller has no knowledge of and has received no notice of any actual or alleged violation of any applicable law, rule, regulation, code, ordinance, or decree with respect to the Property.
- d. <u>Third-Party Rights</u>. There are no leases or other possessory, occupancy, or tenancy rights affecting the Property that will survive Closing. There are no rights of third parties with respect to the Property, including, without limitation, leases, possessory, occupancy or tenancy rights, options to purchase, rights of first refusal, loans, or other rights with respect to the Property that will survive Closing. Neither Purchaser nor the Property will incur any liability or obligations with respect to the termination of any third-party rights.
- e. <u>Contracts</u>. There are no contracts or agreements, whether written or oral, respecting the Property that will survive Closing.
- f. Environmental Matters. Seller shall furnish to Purchaser copies of any environmental studies which Seller has had performed or otherwise has in its or its affiliate's possession or control pertaining to the Property or any adjacent properties, if any. Seller has not used, authorized, or allowed the use of the Property for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state, local, or federal law, rule, regulation, ordinance, code, or decree including, without limitation, Section 10414 of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §9601(14) as modified, or the Resource, Conservation and Recovery Act, as amended (collectively the "Environmental Laws"). Neither the Property nor the use of the Property violate any applicable Environmental Law. No hazardous material, as such or similar terms are used in the Environmental Laws, including, without limitation, asbestos, is stored or located on or about the Property, including, without limitation, within the buildings set forth thereon. To Seller's knowledge, there are no underground storage tanks located in, on, or under the Property.
- g. <u>No Liens</u>. There are no mechanic's, materialmen's or brokers' liens against the Property, and there are no unsatisfied charges, debts, liabilities, claims, commissions or obligations relating to the Property that could give rise to any mechanic's, materialmen's, brokers' or any other lien against the Property, or any part thereof.

#### 30. The following Additional Provisions are added to the Contract:

Any notice given to Buyer shall also be given to:

Jim Bickford Armitage Bickford Creer, LLC 3190 S. Vaughn Way, Suite 550 Aurora, CO 80014 T: 720.600.6011 E: jim@abclawyers.com

Seller shall provide introductions to assist Buyer in acquiring approvals from Adams County Planning and Zoning as may be necessary to effect Buyer's intended use of the Property, which is identified as "Construction equipment storage" (the "Approvals"). In the event the Approvals, for Buyer's use, are not obtained prior to the Closing Date, the Closing Date shall be extended until one day after the date that the Approvals are granted, but in no event shall the extension be for more than sixty (60) days. Buyer shall have the right to terminate this Agreement, with a full refund of Earnest Money, at any point if the intended use is not obtained.

Buyer and Seller agree that the Purchase Price of \$1,960,200 is contingent on the transfer to Buyer of all water rights owned by Seller associated with the Property, including, without limitation, all shares of Fulton Ditch and that deeded well located on the SWC of the Property. In the event that Seller does not transfer any or all of such rights, Buyer and Seller shall work in good faith during the Inspection Period to determine the value of such excluded rights and shall reduce the Purchase Price by such amount.



# FOR SALE—20 ACRES INDUSTRIAL DEVELOPMENT OPPORTUNITY GREAT LOCATION, BRIGHTON, CO

SALE PRICE: \$1,960,200 (\$2.25/SF) | 20 Acres, 871,200 SF



Location: East side of Fulton Avenue 1/4 mile south of Bromley Lane

Assessor Parcel Number: 1569-18-2-00-005 | Adams County, Colorado

Near the Walmart Supercenter and adjacent to upscale office and

light industrial properties

Good access to Highway 85 and downtown Brighton

To Denver International Airport—26 minutes

To Downtown Denver-32 minutes

Uses: Perfect for light industrial development, with many uses allowed by right

Please call broker for detail

Zoning: Currently Ag, to be annexed into Brighton and rezoned to I-1

Access: From Fulton Avenue (Ditch access will be required)

Attributes: Level topography

Utility access for hookups close by

Deeded landscaping irrigation well at southwest corner of property

For more information, please contact:

Wendy Weiss, Senior Broker 303-748-7481 cell

wweiss@guidancebrokers.com

Norm DeHart, Principal 303-570-7744 cell

ndehart@guidancebrokers.com

521 Valley View Drive, Boulder CO 80304 303-442-5400 phone | www.guidancebrokers.com

**Guidance Corporate Realty Advisors** 

Disclaimer: The information contained herein, while from sources deemed reliable, is not guaranteed and is subject to change. It is your responsibility to independently confirm its accuracy and completeness. Guidance Corporate Realty Advisors is agent of the Seller.



| DATE OF PUBLIC HEARING: December 4, 2018                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and Waldo H. Aguilar and Aurora T. Aguilar, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project |
| FROM: Brian Staley, P.E., PTOE, Public Works                                                                                                                                                                  |
| AGENCY/DEPARTMENT: Public Works                                                                                                                                                                               |
| HEARD AT STUDY SESSION ON: N/A                                                                                                                                                                                |
| AUTHORIZATION TO MOVE FORWARD:  YES NO                                                                                                                                                                        |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.                                               |

#### **BACKGROUND**:

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Waldo H. Aguilar and Aurora T. Aguilar for dedication of road right-of-way for \$635.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

#### AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

#### **ATTACHED DOCUMENTS:**

Draft resolution Right-of-way agreement.

| FISCAL IMPACT:                                                              |                   |                |             |
|-----------------------------------------------------------------------------|-------------------|----------------|-------------|
| Please check if there is no fiscal impact . If there is fisc section below. | cal impact, pl    | ease fully com | plete the   |
| <b>Fund:</b> 13                                                             |                   |                |             |
| Cost Center: 3056                                                           |                   |                |             |
|                                                                             | Object<br>Account | Subledger      | Amount      |
| Current Budgeted Revenue:                                                   |                   |                |             |
| Additional Revenue not included in Current Budget:                          |                   |                |             |
| Total Revenues:                                                             |                   |                |             |
|                                                                             | •                 | •              |             |
|                                                                             | Object<br>Account | Subledger      | Amoun       |
| Current Budgeted Operating Expenditure:                                     |                   |                |             |
| Add'l Operating Expenditure not included in Current Budget:                 |                   |                |             |
| Current Budgeted Capital Expenditure:                                       | 9010              | W30561708      | \$1,000,000 |
| Add'l Capital Expenditure not included in Current Budget:                   |                   |                |             |
| Total Expenditures:                                                         |                   |                | \$1,000,000 |
|                                                                             |                   | •              |             |
| New FTEs requested: $\square$ YES $\boxtimes$ NO                            |                   |                |             |

☐ YES

 $\boxtimes$  NO

**Additional Note:** 

**Future Amendment Needed:** 

#### **Draft Resolution**

### BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND WALDO H. AGUILAR AND AURORA T. AGUILAR, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

#### Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 7669 Conifer Road located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Waldo H. Aguilar and Aurora T. Aguilar ("Parcel 11"); and,

WHEREAS, Adams County requires ownership of Parcel 11 for construction of the street improvements; and,

WHEREAS, Waldo H. Aguilar and Aurora T. Aguilar are willing to sell Parcel 11 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Waldo H. Aguilar and Aurora T. Aguilar, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

#### Right-of-Way Agreement

This Agreement is made and entered into by and between Waldo H. Aguilar & Aurora T. Aguilar whose address is 7669 Conifer Road, Denver, CO 80221 ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at 7669 Conifer Road, Denver, CO 80221, hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **SIX HUNDRED THIRTY-FIVE AND NO/100 DOLLARS** (\$635.00), including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$540.00 for the land dedication of road right-of-way, \$55.00 for sod, and \$40.00 for sprinkler head and tubing. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

- 5. The County will remove approximately 50 square feet of lawn/sod. But the County has agreed to reimburse the owner the expense of the lost lawn/sod and made a part of this Agreement.
- 6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
- 7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- 9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

| By: Wolds H Aguilde              | By: Curova J. Aguilar  Aurora T. Aguilar |
|----------------------------------|------------------------------------------|
| Waldo H. Aguilæ                  |                                          |
| Date: 10-25-2018                 | Date: 10-25-18                           |
| Approved:                        |                                          |
| BOARD OF COUNTY COMMISSIONERS-CO | OUNTY OF ADAMS, STATE OF COLORADO        |
| Chair                            | Date                                     |
| Approved as to Form:             |                                          |
| County Attorney                  |                                          |



| DATE OF PUBLIC HEARING: December 4, 2018                                                                                                                        |  |  |  |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|
| SUBJECT: Resolution approving right-of-way agreement between Adams County and Windom Peak                                                                       |  |  |  |  |  |  |
| Apartments 2, LLC, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project                                                             |  |  |  |  |  |  |
| FROM: Kristin Sullivan, Interim Director of Public Works                                                                                                        |  |  |  |  |  |  |
| Brian Staley, P.E., PTOE, Deputy Director of Public Works                                                                                                       |  |  |  |  |  |  |
| AGENCY/DEPARTMENT: Public Works                                                                                                                                 |  |  |  |  |  |  |
| HEARD AT STUDY SESSION ON: N/A                                                                                                                                  |  |  |  |  |  |  |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                                                                                                                       |  |  |  |  |  |  |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way. |  |  |  |  |  |  |

#### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way within the Sherrylwood and Western Hills neighborhoods for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Windom Peak Apartments 2, LLC, for dedication of road right-of-ways for \$3,000.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

#### **ATTACHED DOCUMENTS:**

Draft resolution Right-of-way agreement.

| FISCAL IMPACT:                                                              |                   |                |             |
|-----------------------------------------------------------------------------|-------------------|----------------|-------------|
| Please check if there is no fiscal impact . If there is fisc section below. | cal impact, pl    | ease fully com | plete the   |
| <b>Fund:</b> 13                                                             |                   |                |             |
| Cost Center: 3056                                                           |                   |                |             |
|                                                                             | Object<br>Account | Subledger      | Amount      |
| Current Budgeted Revenue:                                                   |                   |                |             |
| Additional Revenue not included in Current Budget:                          |                   |                |             |
| Total Revenues:                                                             |                   |                |             |
|                                                                             | •                 | •              |             |
|                                                                             | Object<br>Account | Subledger      | Amoun       |
| Current Budgeted Operating Expenditure:                                     |                   |                |             |
| Add'l Operating Expenditure not included in Current Budget:                 |                   |                |             |
| Current Budgeted Capital Expenditure:                                       | 9010              | W30561708      | \$1,000,000 |
| Add'l Capital Expenditure not included in Current Budget:                   |                   |                |             |
| Total Expenditures:                                                         |                   |                | \$1,000,000 |
|                                                                             |                   | •              |             |
| New FTEs requested: $\square$ YES $\boxtimes$ NO                            |                   |                |             |

☐ YES

 $\boxtimes$  NO

**Additional Note:** 

**Future Amendment Needed:** 

#### **Draft Resolution**

### BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND WINDOM PEAK APARTMENTS 2, LLC, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

#### Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way within the Sherrylwood and Western Hills neighborhoods for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is for portion of 143 Grace Place, 200 Grace Place and 7524 Sherman Street located in the Southwest Quarter of Section 34, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Windom Peak Apartments 2, LLC, ("Parcels 73, 74 and 75"); and,

WHEREAS, Adams County requires ownership of Parcels 73, 74 and 75 for construction of the street improvements; and,

WHEREAS, Windom Peak Apartments 2, LLC, is willing to sell Parcels 73, 74 and 75to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Windom Peak Apartments 2, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

#### **Right-of-Way Agreement**

This Agreement is made and entered into by and between Windom Peak Apartments 2, LLC whose address is C/O Geyser Engineering, LLC, 13918 E. Mississippi Avenue Suite 68214, Aurora, Colorado 80221-3603, ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on properties located at 143 Grace Place, 200 Grace Place and 7524 Sherman Street, Denver, Colorado 80221, hereinafter (the "Properties") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps where absent. Legal descriptions and conveyance documents for the interests on said Property are set forth in Exhibits A thru F attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **THREE THOUSAND AND NO/100 DOLLARS** (\$3,000.00), including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall include the land dedication of road rights-of-way and replacement costs for the removal of sod/lawn within the land dedication. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Properties, that the Owner owns the Properties in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date of December 31, 2018.
- 3. Owner hereby irrevocably grants to the County possession and use of the Properties interests on the Properties upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Properties until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary,

- any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 5. The County will remove approximately 130 square feet of lawn/sod. But the County has agreed to reimburse the owner the expense of the lost lawn/sod and made a part of this Agreement.
- 6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Properties for a public purpose.
- 7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- 9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

|                                 | Windom Peak Apartments 2, LLC: |                       |  |
|---------------------------------|--------------------------------|-----------------------|--|
|                                 | Ву:                            |                       |  |
|                                 |                                | Jeff Young            |  |
|                                 |                                |                       |  |
|                                 | Date:                          |                       |  |
| Approved:                       |                                |                       |  |
| BOARD OF COUNTY COMMISSIONERS-C | COUNTY OF ADAI                 | MS, STATE OF COLORADO |  |
| Chair                           | Date                           |                       |  |
| Approved as to Form:            |                                |                       |  |
| County Attorney                 |                                |                       |  |



| DATE OF PUBLIC HEARING: December 4, 2018                                                                                                                                                                       |  |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| <b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and Joseph R. Florez and Virginia M. Florez, for property necessary for the 2018 Miscellaneous Concrete and ADA Ramps Project |  |  |  |  |
| FROM: Kristin Sullivan, Interim Director of Public Works                                                                                                                                                       |  |  |  |  |
| Brian Staley, P.E., PTOE, Deputy Director of Public Works                                                                                                                                                      |  |  |  |  |
| AGENCY/DEPARTMENT: Public Works                                                                                                                                                                                |  |  |  |  |
| HEARD AT STUDY SESSION ON: N/A                                                                                                                                                                                 |  |  |  |  |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                                                                                                                                                                      |  |  |  |  |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property needed for road right-of-way.                                                |  |  |  |  |

#### **BACKGROUND:**

Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. Attached is a copy of the right-of-way agreement between Adams County and Joseph R. Florez and Virginia M. Florez for dedication of road right-of-way for \$876.00. The attached resolution allows the County to acquire ownership of the needed property for the use of the public and provide the necessary documents to close on the property.

#### AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

#### **ATTACHED DOCUMENTS:**

Draft resolution Right-of-way agreement.

| FISCAL IMPACT:                                                              |                   |                |             |
|-----------------------------------------------------------------------------|-------------------|----------------|-------------|
| Please check if there is no fiscal impact . If there is fisc section below. | cal impact, pl    | ease fully com | plete the   |
| <b>Fund:</b> 13                                                             |                   |                |             |
| Cost Center: 3056                                                           |                   |                |             |
|                                                                             | Object<br>Account | Subledger      | Amount      |
| Current Budgeted Revenue:                                                   |                   |                |             |
| Additional Revenue not included in Current Budget:                          |                   |                |             |
| Total Revenues:                                                             |                   |                |             |
|                                                                             |                   |                |             |
|                                                                             | Object<br>Account | Subledger      | Amount      |
| Current Budgeted Operating Expenditure:                                     |                   |                |             |
| Add'l Operating Expenditure not included in Current Budget:                 |                   |                |             |
| Current Budgeted Capital Expenditure:                                       | 9010              | W30561827      | \$1,000,000 |
| Add'l Capital Expenditure not included in Current Budget:                   |                   |                |             |
| Total Expenditures:                                                         |                   |                | \$1,000,000 |
|                                                                             |                   | •              |             |
| New FTEs requested: YES NO                                                  |                   |                |             |

☐ YES

 $\boxtimes$  NO

**Additional Note:** 

**Future Amendment Needed:** 

#### **Draft Resolution**

### BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN ADAMS COUNTY AND JOSEPH R. FLOREZ AND VIRGINIA M. FLOREZ, FOR PROPERTY NECESSARY FOR THE 2018 MISCELLANEOUS CONCRETE AND ADA RAMPS PROJECT

#### Resolution 2018-

WHEREAS, Adams County is in the process of acquiring right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the 2018 Miscellaneous Concrete and ADA Ramps Project ("Project"); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps ("street improvements") where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 8154 Conifer Road located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Joseph R. Florez and Virginia M. Florez ("Parcel 40"); and,

WHEREAS, Adams County requires ownership of Parcel 40 for construction of the street improvements; and,

WHEREAS, Joseph R. Florez and Virginia M. Florez are willing to sell Parcel 40 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way Agreement between Adams County and Joseph R. Florez and Virginia M. Florez, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

#### **Right-of-Way Agreement**

This Agreement is made and entered into by and between **Joseph R. Florez and Virginia M. Florez** whose address is **8154 Conifer Road, Denver, CO 80221** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **8154 Conifer Road, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **EIGHT HUNDRED SEVENTY-SIX AND NO/100 DOLLARS** (\$876.00), including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$821.00 for the land dedication of road right-of-way, and \$55.00 for sod. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

- 1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
- 2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
- 3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
- 4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
- 5. The County will remove approximately 76 square feet of lawn/sod. But the County has agreed to reimburse the owner the expense of the lost lawn/sod and made a part of this Agreement.

- 6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
- 7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
- 8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contact binding upon the Owner and County and extending to the successors, heirs and assigns.
- 9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

| By: Juseph R. Florez  Joseph R. Florez | By: <u>Unquio M. Hoter</u><br>Wirginia M. Florez |
|----------------------------------------|--------------------------------------------------|
| Date://-12-18                          | Date:                                            |
| Approved:                              |                                                  |
| BOARD OF COUNTY COMMISSIONERS-CO       | OUNTY OF ADAMS, STATE OF COLORADO                |
| Chair                                  | Date                                             |
| Approved as to Form:                   |                                                  |
| County Attorney                        |                                                  |



| DATE OF PUBLIC HEARING: December 4, 2018                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------|
| SUBJECT: 2019 Budget Proposed for Adoption                                                                                                    |
| FROM: Nancy Duncan, Budget Director                                                                                                           |
| AGENCY/DEPARTMENT: Budget Department                                                                                                          |
| <b>HEARD AT STUDY SESSION ON:</b> September 21, 2018, October 23, 2018; October 30, 2018, & November 13, 2018                                 |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                                                                                                     |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners considers the 2019 Proposed Budget being recommended by the County Manager. |

#### **BACKGROUND:**

As a political subdivision of the State of Colorado, Adams County prepares an annual budget as required by Colorado State Statutes (CRS 29-1-103). As part of the 2019 annual budget development process, the 2019 Proposed Budget was proposed during Public Hearing on October 9, 2018. A Budget Retreat was held on September 21, 2018 and Study Sessions have been conducted to review and discuss the 2019 Budget. A Public Hearing regarding the proposed budget will be held on December 4, 2018 for a first reading. This will allow for public review of the 2019 Proposed Budget prior to final adoption of the budget scheduled on December 11, 2018.

#### AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

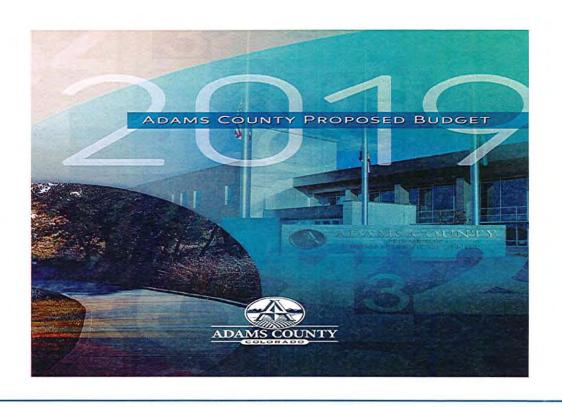
County Manager's Office and Budget Department

#### **ATTACHED DOCUMENTS:**

2019 Proposed Budget Presentation

#### **FISCAL IMPACT:**

| Please check if there is no fiscal section below.                              | impact ⊠. If    | there is fisc | cal impact, pl    | ease fully com | plete the |
|--------------------------------------------------------------------------------|-----------------|---------------|-------------------|----------------|-----------|
| Fund:                                                                          |                 |               |                   |                |           |
| Cost Center:                                                                   |                 |               |                   |                |           |
|                                                                                |                 | ſ             | Object            | Cubladgan      | Amount    |
|                                                                                |                 |               | Object<br>Account | Subledger      | Amount    |
| Current Budgeted Revenue:                                                      |                 |               |                   |                |           |
| Additional Revenue not included in                                             | 1 Current Budge | t:            |                   |                |           |
| <b>Total Revenues:</b>                                                         |                 |               |                   | _              |           |
|                                                                                |                 |               |                   |                |           |
|                                                                                |                 | ı             |                   |                |           |
|                                                                                |                 |               | Object<br>Account | Subledger      | Amount    |
| Current Budgeted Operating Exper                                               |                 |               |                   |                |           |
| Add'l Operating Expenditure not in                                             |                 | nt Budget:    |                   |                |           |
| Current Budgeted Capital Expendit                                              |                 | D 14-         |                   |                |           |
| Add'l Capital Expenditure not included in Current Budget:  Total Expenditures: |                 |               |                   |                |           |
| Total Expenditures:                                                            |                 |               |                   | =              |           |
|                                                                                |                 |               |                   |                |           |
| New FTEs requested:                                                            | ☐ YES           | □ NO          |                   |                |           |
| Future Amendment Needed:                                                       | ☐ YES           | □ NO          |                   |                |           |
|                                                                                |                 |               |                   |                |           |
| Additional Note:                                                               |                 |               |                   |                |           |
| Informational Only                                                             |                 |               |                   |                |           |
| miorinacional Only                                                             |                 |               |                   |                |           |



# 2019 Adams County Proposed Budget December 4, 2018

### Focusing on the BoCC Strategic Goals

- Education and Economic Prosperity
  - · Adams County Scholarship Fund
  - Business Attraction, Retention, and Expansion Efforts through ACED
- Creating a High Performing, Fiscally Sustainable Government
  - 2019 Elections
  - Fleet Purchases & Replacements
- Quality of Life
  - Open Space Land Acquisitions
  - Improvements to Riverdale Golf Course

### Focusing on the BoCC Strategic Goals

- Safe and Reliable Infrastructure
  - Bridge Maintenance
  - I-270 Improvements
- Community Enrichment
  - Increased Allocation for Human Services
  - Increased Allocation for Community Corrections

# 2019 Proposed Revenues

| Revenue Type                       | 20  | 018 Adopted<br>Budget | 20 | 19 Proposed<br>Budget | (  | Increase/<br>Decrease) | Percent<br>Change |
|------------------------------------|-----|-----------------------|----|-----------------------|----|------------------------|-------------------|
| Property Tax                       | \$  | 170,301,356           | \$ | 174,429,399           | \$ | 4,128,043              | 2.4%              |
| Sales Tax                          | *   | 49,115,787            | •  | 52,037,234            | *  | 2,921,447              | 5.9%              |
| Highway Users Tax                  |     | 9,475,190             |    | 9,367,016             |    | (108,174)              |                   |
| Specific Ownership Tax             |     | 12,522,638            |    | 14,978,716            |    | 2,456,078              | 19.6%             |
| Subtotal Taxes                     | \$  | 241,414,971           | \$ | 250,812,365           | \$ | 9,397,394              | 3.9%              |
| Licenses & Permits                 | \$  | 2,904,875             | \$ | 3,168,382             | \$ | 263,507                | 9.1%              |
| Intergovernmental                  |     | 125,015,049           |    | 127,297,184           |    | 2,282,136              | 1.8%              |
| Charges for Services               |     | 60,649,810            |    | 63,252,308            |    | 2,602,498              | 4.3%              |
| Fines & Forfeitures                |     | 1,295,580             |    | 870,058               |    | (425,522)              | -32.8%            |
| Investment Income                  |     | 1,680,875             |    | 2,742,873             |    | 1,061,998              | 63.2%             |
| Miscellaneous                      |     | 13,877,162            |    | 22,816,650            |    | 8,939,488              | 64.4%             |
| Total Revenues                     | \$  | 446,838,322           | \$ | 470,959,820           | \$ | 24,121,499             | 5.4%              |
| Transfers In                       | _\$ | 6,075,039             | \$ | 7,062,866             | \$ | 987,827                | 16.3%             |
| Total Revenues Including Transfers | \$  | 452,913,361           | \$ | 478,022,686           | \$ | 25,109,326             | 5.5%              |

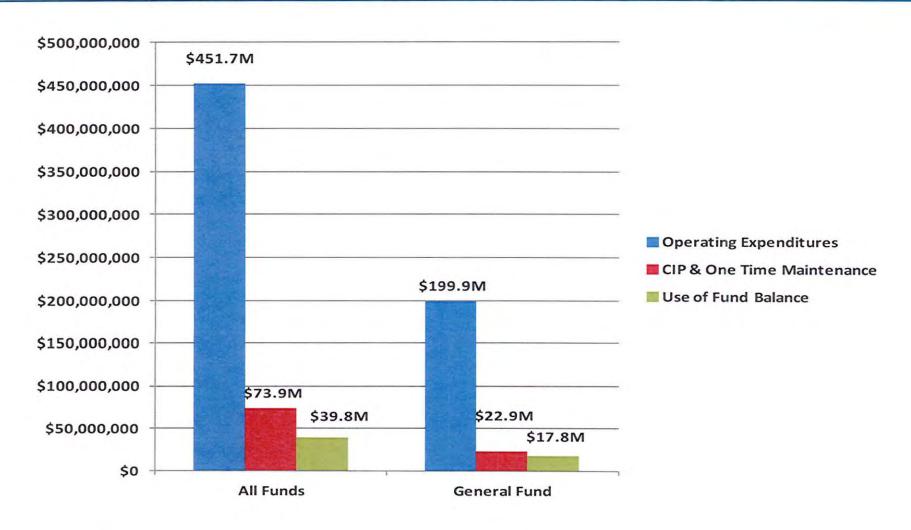
# 2019 Proposed Expenditures

| Expenditure Type                       |    | 2018 Adopted 2019 Propose<br>Budget Budget |    |             | (  | Increase/<br>(Decrease) | Percent<br>Change |  |
|----------------------------------------|----|--------------------------------------------|----|-------------|----|-------------------------|-------------------|--|
| Personnel                              | \$ | 188,954,341                                | \$ | 202,037,914 | \$ | 13,083,572              | 6.9%              |  |
| Operations & Maintenance               |    | 18,705,668                                 |    | 19,597,305  |    | 891,636                 | 4.8%              |  |
| Charges for Services                   |    | 156,145,498                                |    | 164,764,452 |    | 8,618,953               | 5.5%              |  |
| Debt Service                           |    | 16,868,973                                 |    | 15,191,800  |    | (1,677,173)             | -9.9%             |  |
| Governmental Services                  |    | 46,785,181                                 |    | 50,066,351  |    | 3,281,171               | 7.0%              |  |
| Capital                                |    | 34,844,883                                 |    | 59,055,817  |    | 24,210,934              | 69.5%             |  |
| Total Expenditures                     | \$ | 462,304,545                                | \$ | 510,713,638 | \$ | 48,409,093              | 10.5%             |  |
| Transfers Out                          | \$ | 6,075,039                                  | \$ | 7,062,866   | \$ | 987,827                 | 16.3%             |  |
| Total Expenditures Including Transfers | \$ | 468,379,584                                | \$ | 517,776,504 | \$ | 49,396,920              | 10.5%             |  |

# 2019 Recommended FTEs

| Department                       | Position Title                      | FTE  |    | Salary    | E  | Benefit | Total           |
|----------------------------------|-------------------------------------|------|----|-----------|----|---------|-----------------|
| County Attorney                  | Legal Assistant                     | 1.0  | \$ | 47,105    | \$ | 22,980  | \$<br>70,085    |
| Facilities                       | Environmental Services Tech         | 1.0  |    | 33,105    |    | 21,011  | 54,117          |
| Facilities                       | Environmental Services Tech         | 1.0  |    | 33,105    |    | 21,011  | 54,117          |
| Facilities                       | Environmental Services Tech         | 1.0  |    | 33,105    |    | 21,011  | <br>54,117      |
| Info Tech & Innovation           | Business Solutions Analyst          | 1.0  |    | 59,671    |    | 25,138  | 84,809          |
| Info Tech & Innovation           | Security Analyst                    | 1.0  |    | 89,725    |    | 30,863  | 120,588         |
| Info Tech & Innovation           | Technical Helpdesk Assoc. II        | 1.0  |    | 50,102    |    | 23,316  | 73,417          |
| Community Economic & Development | Environmental Compliance Specialist | 1.0  |    | 47,336    |    | 22,788  | 70,124          |
| Animal Shelter                   | Shelter Veterinarian                | 1.0  |    | 88,360    |    | 30,833  | 119,193         |
| District Attorney                | Process Server RP2                  | 0.5  |    | 19,420    |    | 17,567  | 36,988          |
| District Attorney                | Process Server RP2                  | 0.5  |    | 19,420    |    | 17,567  | 36,988          |
| District Attorney                | Legal Assistant Intake              | 1.0  |    | 47,495    |    | 23,056  | 70,551          |
| District Attorney                | Deputy District Attorney Intake     | 1.0  |    | 84,109    |    | 30,214  | 114,323         |
| People & Culture                 | HR Specialist                       | 1.0  |    | 55,445    |    | 24,333  | 79,778          |
| Sheriff's Office                 | Training Unit Coordinator           | 1.0  |    | 57,696    |    | 25,886  | 83,582          |
| Sheriff's Office                 | Training Unit Coordinator           | 1.0  |    | 57,696    |    | 25,886  | 83,582          |
| Sheriff's Office                 | Detective Sergeant                  | 1.0  |    | 85,107    |    | 31,644  | 116,751         |
| Sheriff's Office                 | Deputy Sheriff East                 | 1.0  |    | 57,696    |    | 25,886  | 83,582          |
| Sheriff's Office                 | Deputy Sheriff East                 | 1.0  |    | 57,696    |    | 25,886  | 83,582          |
| Sheriff's Office                 | Booking Deputy                      | 1.0  |    | 57,696    |    | 25,886  | 83,582          |
| Sheriff's Office                 | Booking Deputy                      | 1.0  | 1  | 57,696    |    | 25,886  | 83,582          |
| Sheriff's Office                 | Deputy Sheriff (Gov't Center)       | 1.0  |    | 57,696    |    | 25,886  | 83,582          |
| Sheriff's Office                 | Deputy Sheriff (HSC)                | 1.0  |    | 57,696    |    | 25,886  | 83,582          |
| Sheriff's Office                 | Court Security Deputy               | 1.0  | 1  | 57,696    |    | 25,886  | 83,582          |
| Total - General Fund             |                                     | 23.0 | \$ | 1,311,874 | \$ | 596,307 | \$<br>1,908,182 |
| Insurance                        | Benefit Specialist                  | 1.0  | \$ | 55,445    | \$ | 24,333  | \$<br>79,778    |
| Total - Insurance Fund           | 1                                   | 1.0  | \$ | 55,445    | \$ | 24,333  | \$<br>79,778    |
| Parks                            | Parks Maintenance II                | 1.0  | \$ | 44,303    | \$ | 23,460  | \$<br>67,762    |
| Parks                            | Parks Maintenance II                | 1.0  | 2  | 44,303    | ٦  | 23,460  | \$<br>67,762    |
| Total - Conservation Trust Fund  | i aiks waitterfaile ii              | 1.0  |    | 44,505    |    | 25,460  | 07,762          |

### 2019 Proposed Use of Fund Balance



## 2019 Fund Balance Overview

| 2019 Proposed Budget - Fund Balance Summary Overview |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  |              |                                   |                                           |                  |                                                |                                         |                                       |                                        |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                    |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------|-----------------------------------|-------------------------------------------|------------------|------------------------------------------------|-----------------------------------------|---------------------------------------|----------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Fund Name                                            | Est Beginning<br>Fund Balance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2019<br>Revenues | Transfers in | 2019 Total<br>Adopted<br>Revenues | 2019 Adopted<br>Operating<br>Expenditures | Transfers<br>Out | 2019 Total<br>Adopted<br>Operating<br>Expenses | 2019 Adopted<br>Capital<br>Expenditures | 2019 Total<br>Adopted<br>Expenditures | Projected<br>Reserves/<br>Designations | Estimated<br>Unrestricted<br>Funds Available<br>for FY2019 | Estimated<br>Ending Fund<br>Balance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | % Change<br>in Fund<br>Balance<br>FY18 vs.<br>FY19 |
| General                                              | SECOND STATE OF THE PARTY OF TH | \$198,700,199    | \$80,866     | \$198,781,065                     | \$199,928,033                             | \$1,757,000      | \$201,685,033                                  | \$14,848,317                            | \$216,533,350                         | \$40,116,896                           | \$41,620,740                                               | \$80,920,696                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | -18%                                               |
| Special Revenue Funds                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 100000           |              | E SOUTH                           |                                           | TO X             |                                                | 1000                                    | 4-6-6-6                               | 0.500                                  |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 406.30                                             |
| CDBG                                                 | 2,593,231                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 6,800,658        | -            | 6,800,658                         | 7,205,413                                 |                  | 7,205,413                                      |                                         | 7,205,413                             | -                                      | 2,188,476                                                  | 2,188,476                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | -16%                                               |
| Conservation Trust                                   | 1,957,312                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 718,507          |              | 718,507                           | 612,793                                   |                  | 612,793                                        | 187,500                                 | 800,293                               | - 2                                    | 1,875,526                                                  | 1,875,526                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | -4%                                                |
| CSBG                                                 | 156,684                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 500,000          | - 5          | 500,000                           | 501,467                                   |                  | 501,467                                        | -                                       | 501,467                               |                                        | 155,217                                                    | 155,217                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | -1%                                                |
| Developmentally Disabled                             | 633,426                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1,668,715        | 125          | 1,668,715                         | 1,537,632                                 | -                | 1,537,632                                      | -                                       | 1,537,632                             | -                                      | 764,509                                                    | 764,509                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 21%                                                |
| DIA Mitigation & Coord                               | 1,328,529                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 14,285           |              | 14,285                            | 45,000                                    | 4                | 45,000                                         |                                         | 45,000                                | -                                      | 1,297,814                                                  | 1,297,814                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | -2%                                                |
| FLATROCK Facility                                    | 281,240                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 472,925          |              | 472,925                           | 470,400                                   |                  | 470,400                                        |                                         | 470,400                               | 100,000                                | 183,765                                                    | 283,765                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1%                                                 |
| Head Start                                           | 62,778                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 4,617,057        | 50,000       | 4,667,057                         | 4,598,122                                 |                  | 4,598,122                                      |                                         | 4,598,122                             |                                        | 131,713                                                    | 131,713                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 110%                                               |
| Open Space Projects                                  | 1,890,807                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 45,501           | 5,225,000    | 5,270,501                         | 415,800                                   |                  | 415,800                                        | 4,675,000                               | 5,090,800                             | -                                      | 2,070,508                                                  | 2,070,508                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 10%                                                |
| Open Space Sales Tax                                 | 32,065,743                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 17,522,378       |              | 17,522,378                        | 16,104,131                                | 5,225,000        | 21,329,131                                     |                                         | 21,329,131                            | -                                      | 28,258,990                                                 | 28,258,990                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | -12%                                               |
| Retirement                                           | 35,690                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2,038,819        |              | 2,038,819                         | 2,000,000                                 |                  | 2,000,000                                      |                                         | 2,000,000                             | -                                      | 74,509                                                     | 74,509                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 109%                                               |
| Road and Bridge                                      | 35,430,451                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 48,821,253       | -            | 48,821,253                        | 43,853,019                                |                  | 43,853,019                                     | 10,500,000                              | 54,353,019                            | 3,000,000                              | 26,898,685                                                 | 29,898,685                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | -16%                                               |
| Social Services                                      | 10,885,572                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 114,118,925      |              | 114,118,925                       | 115,047,622                               |                  | 115,047,622                                    |                                         | 115,047,622                           | 3,901,032                              | 6,055,843                                                  | 9,956,875                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | -9%                                                |
| Waste Management                                     | 2,498,760                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 610,000          | -            | 610,000                           | 376,255                                   |                  | 376,255                                        |                                         | 376,255                               |                                        | 2,732,505                                                  | 2,732,505                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 9%                                                 |
| Workforce Development                                | 259,351                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 6,578,738        |              | 6,578,738                         | 6,578,738                                 | 4                | 6,578,738                                      |                                         | 6,578,738                             | -                                      | 259,351                                                    | 259,351                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0%                                                 |
| Enterprise Funds                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | SERVICE STATE    |              | L. Carlotte                       | tal and                                   | 100              |                                                | To the last                             |                                       | Tart                                   | W 19 MA                                                    | la de la constitución de la cons | -                                                  |
| Front Range Airport                                  | 1,928,348                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2,789,288        | 400,000      | 3,189,288                         | 4,241,530                                 |                  | 4,241,530                                      | 450,000                                 | 4,691,530                             | 100,000                                | 326,106                                                    | 426,106                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | -78%                                               |
| Golf Course                                          | 3,029,529                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 3,127,855        | -            | 3,127,855                         | 2,516,409                                 |                  | 2,516,409                                      | 142,000                                 | 2,658,409                             |                                        | 3,498,975                                                  | 3,498,975                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 15%                                                |
| Stormwater Utility                                   | 4,217,306                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2,222,000        |              | 2,222,000                         | 708,833                                   |                  | 708,833                                        | 4,500,000                               | 5,208,833                             | 100,000                                | 1,130,473                                                  | 1,230,473                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | -71%                                               |
| Capital Project Funds                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | D.               | March 1986   | The Manager of the                | A COLUMN                                  |                  | - T                                            | Carl Laws                               |                                       | The state of                           |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                    |
| Capital Facilities                                   | 6,505,418                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 26,341,028       | 1,070,000    | 27,411,028                        | 15,231,800                                |                  | 15,231,800                                     | 18,250,000                              | 33,481,800                            |                                        | 434,646                                                    | 434,646                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | -93%                                               |
| Internal Service Funds                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  |              |                                   | SKIE!                                     |                  |                                                |                                         | 50 EM 550                             |                                        |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                    |
| Fleet                                                | 4,782,126                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 8,398,612        | 237,000      | 8,635,612                         | 4,831,747                                 | 80,866           | 4,912,613                                      | 5,503,000                               | 10,415,613                            | 2,396,500                              | 605,625                                                    | 3,002,125                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | -37%                                               |
| Insurance                                            | 3,884,868                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 24,853,077       | -            | 24,853,077                        | 24,853,077                                |                  | 24,853,077                                     | -                                       | 24,853,077                            | 975,000                                | 2,909,868                                                  | 3,884,868                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0%                                                 |
| TOTAL ADAMS COUNTY                                   | \$213,100,150                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$470,959,820    | \$7,062,866  | \$478,022,686                     | \$451,657,821                             | \$7,062,866      | \$458,720,687                                  | \$59,055,817                            | \$517,776,504                         | \$50,689,428                           | \$123,473,844                                              | \$173,346,332                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | -19%                                               |

### **Next Steps**

- December 11 Second Reading and Adoption of the 2019 Adams County Budget.
- December 11 Certification of Mill Levies.



| DATE OF                                   | DATE OF PUBLIC HEARING: December 4, 2018                                                                                                                                                                                       |  |  |  |  |  |  |  |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|
| SUBJECT                                   | SUBJECT: Contractor Pre-Qualification for Construction Manager/General Contractor Services                                                                                                                                     |  |  |  |  |  |  |  |
| FROM:                                     | Raymond H. Gonzales, County Manager<br>Alisha Reis, Deputy County Manager<br>Benjamin Dahlman, Finance Director<br>Kim Roland, Procurement and Contracts Manager                                                               |  |  |  |  |  |  |  |
| AGENCY                                    | AGENCY/DEPARTMENT: Facilities and Fleet Management Department                                                                                                                                                                  |  |  |  |  |  |  |  |
| HEARD AT STUDY SESSION ON: N/A            |                                                                                                                                                                                                                                |  |  |  |  |  |  |  |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO |                                                                                                                                                                                                                                |  |  |  |  |  |  |  |
| list of the C                             | <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Pre-Qualification list of the Construction Managers/General Contractors (CMGC) for the Sheriff's Office Old Shooting Range Remediation Project. |  |  |  |  |  |  |  |

#### **BACKGROUND:**

In August 2014, the Board of County Commissioners (BOCC) adopted Purchasing Policy #1071, Procurement of New Building Construction and Major Improvement/Remodeling. The policy states that pre-qualification is required of contractors for projects of this magnitude prior to participating in the Request for Proposal (RFP) process, and the results of such be presented to the BOCC for review and comment. The pre-qualified contractors will then be invited to participate in the formal RFP.

The Statement of Qualifications (SOQ) was posted on Bidnet, with submittals due on October 2, 2018. The following Contractors responded:

- Earth Services & Abatement
- H-2 Enterprises, LLC
- Iron Woman Construction and Environmental, LLC
- LT Environmental, Inc.
- Fiore & Sons, Inc.

After a thorough review, the following Contractors have been accepted and recommended as prequalified for the Sheriff's Office Old Shooting Range Remediation Project:

• Earth Services & Abatement

- Iron Woman Construction and Environmental, LLC
- LT Environmental, Inc.
- Fiore & Sons, Inc.

**Additional Note:** 

The recommendation is the Board of County Commissioners approves the pre-qualified Contractors.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Facilities and Fleet and Management Department

| ATTACHED DOCUMENTS:                                                                    |                   |                 |           |
|----------------------------------------------------------------------------------------|-------------------|-----------------|-----------|
| Resolution                                                                             |                   |                 |           |
| FISCAL IMPACT:                                                                         |                   |                 |           |
| Please check if there is no fiscal impact $\boxtimes$ . If there is fis section below. | cal impact, pl    | ease fully comp | plete the |
| Fund:                                                                                  |                   |                 |           |
| Cost Center:                                                                           |                   |                 |           |
|                                                                                        |                   |                 |           |
|                                                                                        | Object<br>Account | Subledger       | Amount    |
| Current Budgeted Revenue:                                                              |                   |                 |           |
| Additional Revenue not included in Current Budget:                                     |                   |                 |           |
| Total Revenues:                                                                        |                   | -               |           |
|                                                                                        |                   |                 |           |
|                                                                                        | Object<br>Account | Subledger       | Amount    |
| Current Budgeted Operating Expenditure:                                                |                   |                 |           |
| Add'l Operating Expenditure not included in Current Budget:                            |                   |                 |           |
| Current Budgeted Capital Expenditure:                                                  |                   |                 |           |
| Add'l Capital Expenditure not included in Current Budget: <b>Total Expenditures:</b>   |                   |                 |           |
| Total Expenditures.                                                                    | l                 | -               |           |
|                                                                                        |                   |                 |           |
| New FTEs requested: YES NO                                                             |                   |                 |           |
| Future Amendment Needed: YES NO                                                        |                   |                 |           |

### BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

# RESOLUTION APPROVING THE LIST OF PRE-QUALIFIED CONTRACTORS FOR THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES FOR THE SHERIFF'S OFFICE OLD SHOOTING RANGE REMEDIATION PROJECT

WHEREAS, Adams County procedures allow for the pre-qualification of Contractors for Construction Manager/General Contractor (CMGC) services for the Sheriff's Office Old Shooting Range Remediation Project; and,

WHEREAS, the following Contractors submitted their qualifications: Earth Services & Abatement, H-2 Enterprises, LLC, Iron Woman Construction and Environmental, LLC, LT Environmental, Inc., and Fiore & Sons, Inc.; and,

WHEREAS, after a thorough review, Earth Services & Abatement, Iron Woman Construction and Environmental, LLC, LT Environmental, Inc., and Fiore & Sons, Inc., were deemed qualified and eligible to participate in the Request for Proposal (RFP) process for the Sheriff's Office Old Shooting Range Remediation Project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Earth Services & Abatement, Iron Woman Construction and Environmental, LLC, LT Environmental, Inc., and Fiore & Sons, Inc., are hereby designated as pre-qualified Contractors and may participate in the CMGC RFP process.



| DATE OF PUBLIC HEARING: December 4, 2018                                                                                                                                                                                                                              |  |  |  |  |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|
| SUBJECT: Employee Performance Management Software System                                                                                                                                                                                                              |  |  |  |  |  |  |  |
| FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager                                                                                                         |  |  |  |  |  |  |  |
| AGENCY/DEPARTMENT: Human Resources Department                                                                                                                                                                                                                         |  |  |  |  |  |  |  |
| HEARD AT STUDY SESSION ON: N/A                                                                                                                                                                                                                                        |  |  |  |  |  |  |  |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                                                                                                                                                                                                                             |  |  |  |  |  |  |  |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a Purchase Order for the renewal of the agreement between Adams County and Saba Software, Inc., (formerly Halogen Software, Inc.) for the Employee Performance Management Software System. |  |  |  |  |  |  |  |

#### **BACKGROUND:**

In 2014, the Board of County Commissioners approved an agreement with Halogen Software, Inc., to provide a comprehensive Employee Performance Management Software System for the Adams County Human Resources Department. The Employee Performance Management Software System was needed to standardize and promote consistency in evaluating an employee's work performance. Due to this software, all employees now receive an annual review with goal planning and salary increases based on work performance. The system is also utilized for our Learning & Development program. Consequently, the software has successfully achieved a level of standardization between the diverse departments throughout the County. In early 2018, Halogen Software, Inc., was bought by a Canadian firm, Saba Software, Inc.

It is recommended that the agreement between Adams County and Saba Software, Inc., be renewed for one additional year in the not to exceed amount of \$83,045.32 for a total not to exceed contract amount of \$413,067.60.

| HALOGEN SOFTWARE, INC.        | DATES             | COST         |
|-------------------------------|-------------------|--------------|
| Original Agreement            | Dec 2014—Dec 2015 | \$97,002.00  |
| First Renewal Option          | Dec 2015—Dec 2016 | \$66,807.00  |
| Second Renewal Option         | Dec 2016—Dec 2017 | \$76,780.08  |
| Training Report               | April 2017        | \$ 1,750.00  |
| One Month Extension           | Dec 2017—Jan 2018 | \$ 6,781.91  |
| Third Renewal Option          | Jan 2018—Jan 2019 | \$79,851.29  |
| Custom Data Report            | May 2018          | \$ 1,050.00  |
| Fourth (Final) Renewal Option | Jan 2019—Jan 2020 | \$83,045.32  |
|                               | Contract Total    | \$413,067.60 |

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

All County Departments and Elected Offices

| ATTACHED DOCUMENTS:                                 |                |              |                   |                   |           |
|-----------------------------------------------------|----------------|--------------|-------------------|-------------------|-----------|
| Resolution                                          |                |              |                   |                   |           |
| FISCAL IMPACT:                                      |                |              |                   |                   |           |
| Please check if there is no fiscal impaction below. | ct . If there  | is fiscal im | pact, please fu   | ally complete the | esection  |
| <b>Fund:</b> 01                                     |                |              |                   |                   |           |
| Cost Center: 1015                                   |                |              |                   |                   |           |
|                                                     |                |              |                   |                   |           |
|                                                     |                |              | Object<br>Account | Subledger         | Amount    |
| Current Budgeted Revenue:                           |                |              |                   |                   |           |
| Additional Revenue not included in C                | urrent Budget: |              |                   |                   |           |
| <b>Total Revenues:</b>                              |                |              |                   | _                 |           |
|                                                     |                |              |                   | •                 |           |
|                                                     |                | Г            |                   |                   |           |
|                                                     |                |              | Object<br>Account | Subledger         | Amount    |
| Current Budgeted Operating Expendit                 |                |              | 7562              |                   | \$151,000 |
| Add'l Operating Expenditure not inclu               |                | Budget:      |                   |                   |           |
| Current Budgeted Capital Expenditure                |                |              |                   |                   |           |
| Add'l Capital Expenditure not include               | d in Current B | udget:       |                   |                   | 4.7.1.000 |
| Total Expenditures:                                 |                |              |                   | -                 | \$151,000 |
|                                                     |                |              |                   |                   |           |
| New FTEs requested:                                 | ☐ YES          | ⊠ NO         |                   |                   |           |
| <b>Future Amendment Needed:</b>                     | ☐ YES          | ⊠ NO         |                   |                   |           |
| A 3.3242 1 NT-4                                     |                |              |                   |                   |           |

Additional Note: The renewal is pending the adoption of the 2019 Proposed Budget by the BOCC.

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### BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

# RESOLUTION APPROVING A PURCHASE ORDER TO SABA SOFTWARE, INC., (FORMERLY HALOGEN SOFTWARE, INC.) FOR THE EMPLOYEE PERFORMANCE MANAGEMENT SOFTWARE SYSTEM

WHEREAS, in 2014, the Board of County Commissioners approved an agreement for an Employee Performance Management Software System with Halogen Software, Inc.; and,

WHEREAS, in 2018, Saba Software, Inc., bought Halogen Software, Inc.; and,

WHEREAS, Saba Software, Inc., agrees to renew the agreement for the Employee Performance Management Software System in the not to exceed amount of \$83,045.32 for a total not to exceed contract amount of \$413,067.60.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that a Purchase Order to Saba Software Inc., for the Employee Performance Management Software System, be approved.

BE IT FURTHER RESOLVED, that the Purchasing Division is hereby authorized to sign the Purchase Order after negotiation and approval as to form is completed by the County Attorney's Office.



| DATE OF PUBLIC HEARING: December 4, 2018  |                                                                                 |                                                                                                                                                |  |  |  |  |  |  |
|-------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|
| SUBJECT                                   | SUBJECT: Renewal of Licenses and Maintenance for the JD Edwards Software System |                                                                                                                                                |  |  |  |  |  |  |
| FROM:                                     | Alisha Reis, Deput<br>Benjamin Dahlmar                                          |                                                                                                                                                |  |  |  |  |  |  |
| AGENCY/                                   | DEPARTMENT:                                                                     | Finance Department and the Information Technology and Innovation Department                                                                    |  |  |  |  |  |  |
| HEARD AT STUDY SESSION ON: N/A            |                                                                                 |                                                                                                                                                |  |  |  |  |  |  |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO |                                                                                 |                                                                                                                                                |  |  |  |  |  |  |
|                                           |                                                                                 | : That the Board of County Commissioners approves a Purchase Order for ntenance with Oracle America, Inc., for the JD Edwards Software System. |  |  |  |  |  |  |

#### **BACKGROUND**:

Adams County uses the JD Edwards Software System as the County's Enterprise Resource Planning (ERP) System. This system is used for key County business processes such as:

- Payroll
- Human Resources
- Budgeting
- Accounting
- Purchasing
- Accounts Receivable
- Accounts Payable
- Expense Management

In order for the County to utilize the JD Edwards Software System, Oracle America, Inc., (Oracle) must supply licenses, support, and maintenance for this software. The support from Oracle includes regulatory updates, application updates, foundation/tool updates, and access to documentation and knowledge resources for the software. Oracle is a pre-approved supplier listed in the Adams County Single Source Policy, Appendix E – Cooperative, Single, and Sole Source Purchases.

The Finance and Information Technology and Innovation Departments are recommending that the renewal of the licenses and maintenance with Oracle America, Inc., be approved in the not to exceed annual amount of \$160,071.64.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

| Finance Department<br>Information Technology and Innova | tion Departmer   | nt             |                   |                   |           |
|---------------------------------------------------------|------------------|----------------|-------------------|-------------------|-----------|
| ATTACHED DOCUMENTS:                                     |                  |                |                   |                   |           |
| Resolution                                              |                  |                |                   |                   |           |
| FISCAL IMPACT:                                          |                  |                |                   |                   |           |
| Please check if there is no fiscal imp below.           | eact 🗵. If there | e is fiscal im | pact, please fu   | ally complete the | e section |
| Fund: 0001                                              |                  |                |                   |                   |           |
| Cost Center: 1057                                       |                  |                |                   |                   |           |
|                                                         |                  | F              |                   |                   |           |
|                                                         |                  |                | Object<br>Account | Subledger         | Amount    |
| Current Budgeted Revenue:                               |                  |                |                   |                   |           |
| Additional Revenue not included in                      | Current Budget   | t:             |                   |                   |           |
| <b>Total Revenues:</b>                                  |                  |                |                   | _                 |           |
|                                                         |                  |                |                   | •                 |           |
|                                                         |                  | Г              |                   |                   |           |
|                                                         |                  |                | Object<br>Account | Subledger         | Amount    |
| Current Budgeted Operating Expend                       |                  |                | 7825              |                   | \$903,140 |
| Add'l Operating Expenditure not inc                     |                  | nt Budget:     |                   |                   |           |
| Current Budgeted Capital Expenditu                      |                  |                |                   |                   |           |
| Add'l Capital Expenditure not include                   | led in Current I | Budget:        |                   |                   |           |
| Total Expenditures:                                     |                  |                |                   |                   |           |
|                                                         |                  |                |                   |                   |           |
| New FTEs requested:                                     | ☐ YES            | ⊠ NO           |                   |                   |           |
| <b>Future Amendment Needed:</b>                         | ☐ YES            | ⊠ NO           |                   |                   |           |
| Additional Note:                                        |                  |                |                   |                   |           |

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## BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

# RESOLUTION APPROVING A PURCHASE ORDER FOR THE RENEWAL OF LICENSES AND MAINTENANCE FROM ORACLE AMERICA, INC., FOR THE JD EDWARDS SOFTWARE SYSTEM

WHEREAS, the Adams County Finance Department and the Information Technology and Innovation Department would like to renew the licenses and maintenance with Oracle America, Inc., for the JD Edwards Software System; and,

WHEREAS, Oracle America, Inc., is a pre-approved single source supplier listed in the Adams County Single Source Policy, Appendix E - Cooperative, Single, and Sole Source Purchases; and,

WHEREAS, it is recommended to renew the licenses and maintenance with Oracle America, Inc., for the JD Edwards Software System in the not to exceed amount of \$160,071.64.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Purchase Order for the renewal of licenses and maintenance with Oracle America, Inc., for the JD Edwards Software System, be approved.

BE IT FURTHER RESOLVED, that the Chair hereby authorizes the Purchasing Division to sign the Purchase Order with Oracle America, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



#### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                      |                                                                                                                                                                                           |  |  |  |  |  |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| SUBJECT                                                       | SUBJECT: Architecture and Engineering Services                                                                                                                                            |  |  |  |  |  |
| FROM:                                                         | Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager                                   |  |  |  |  |  |
| AGENCY/DEPARTMENT: Facilities and Fleet Management Department |                                                                                                                                                                                           |  |  |  |  |  |
| HEARD AT STUDY SESSION ON: N/A                                |                                                                                                                                                                                           |  |  |  |  |  |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                     |                                                                                                                                                                                           |  |  |  |  |  |
|                                                               | <b>IENDED ACTION:</b> That the Board of County Commissioners approves a Proposal Award to tects for Architecture and Engineering Services for the Leader Blade Station and Strasburg Wash |  |  |  |  |  |

#### **BACKGROUND**:

The Byers Blade Station and the Shamrock Blade Station are old and outdated. The County plans on consolidating these two stations into one centrally located blade station. The new blade station, located in Leader, CO, will sustain the operational efficiencies, productivity, provide a safe location for plow drivers during storms and ensure timely response to the eastern portion of the county. In addition to a new Leader Blade Station, the Strasburg Wash Bay requires updating to provide proper drainage into a sanitary system.

A formal Request for Proposal (RFP) for architecture and engineering services was solicited through the Rocky Mountain e-Purchasing System (BidNet). Proposals were opened on October 25, 2018. Three firms submitted proposals; Vega Architecture, GSG Architecture and D2C Architects.

Firms were evaluated on the following criteria:

- Professionalism
- Project Understanding
- General Project Experience
- Specific Project Experience
- Design Team
- General Items
- Pricing

After a thorough and extensive evaluation, the evaluation team determined that D2C Architects was the most responsive and responsible proposer. Staff recommends the proposal award be made to D2C Architects for Architecture and Engineering Services for the Leader Blade Station and Strasburg Wash Revised 06/2016

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Bay in the amount of \$234,390.00, plus an additional 10% owner's allowance of \$23,439.00 to cover any unforeseen issues during design for a total not to exceed amount of \$257,829.00.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

| Facilities and Fleet Management Department |
|--------------------------------------------|
| Public Works Department                    |

**Additional Note:** 

| Public Works Department                           | 1                 |               |                   |                 |           |
|---------------------------------------------------|-------------------|---------------|-------------------|-----------------|-----------|
| ATTACHED DOCUMENTS:                               |                   |               |                   |                 |           |
| Resolution<br>Summary Sheets                      |                   |               |                   |                 |           |
| FISCAL IMPACT:                                    |                   |               |                   |                 |           |
| Please check if there is no fiscal section below. | impact . If       | there is fisc | al impact, pl     | ease fully comp | olete the |
| Fund: 4 & 6                                       |                   |               |                   |                 |           |
| <b>Cost Center:</b> 3098 & 9115                   |                   |               |                   |                 |           |
|                                                   |                   | Γ             | Object            |                 |           |
|                                                   |                   |               | Account           | Subledger       | Amount    |
| Current Budgeted Revenue:                         |                   |               |                   |                 |           |
| Additional Revenue not included in                | Current Budget    | •             |                   |                 |           |
| <b>Total Revenues:</b>                            |                   |               |                   | _               |           |
|                                                   |                   |               |                   |                 |           |
|                                                   |                   |               | Object<br>Account | Subledger       | Amount    |
| Current Budgeted Operating Expend                 | diture:           |               |                   |                 |           |
| Add'l Operating Expenditure not inc               |                   | nt Budget:    |                   |                 |           |
| Current Budgeted Capital Expenditu                | ıre:              |               | 9055              | 30981802W       | 1,200,000 |
| Add'l Capital Expenditure not include             | dad in Current F  | Quedent:      | 9055              | 91151819W       | 500,000   |
| Total Expenditures:                               | ded iii Current I | Judget.       |                   |                 | 1,700,000 |
| Total Expenditures.                               |                   |               |                   | -               | 1,700,000 |
| New FTEs requested:                               | ☐ YES             | □NO           |                   |                 |           |
| Future Amendment Needed:                          | —<br>☐ YES        | _ NO          |                   |                 |           |
|                                                   |                   | □ 110         |                   |                 |           |

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## BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

# RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND D2C ARCHITECTS FOR ARCHITECTURE AND ENGINEERING SERVICES FOR THE LEADER BLADE STATION AND STRASBURG WASH BAY

WHEREAS, D2C Architects, submitted a proposal on October 25, 2018, for Architecture and Engineering Services for the Leader Blade Station and Strasburg Wash Bay; and,

WHEREAS, after a thorough evaluation it was deemed that D2C Architects was the most responsive, and responsible proposer, and provided the best value to Adams County; and,

WHEREAS, D2C Architects agrees to provide the Architecture and Engineering Services for the Leader Blade Station and Strasburg Wash Bay in the not to exceed amount of \$234,390.00 plus an additional 10% owner's allowance of \$23,439.00 for a total not to exceed contract amount of \$257,829.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with D2C Architects for Architecture and Engineering Services for the Leader Blade Station and Strasburg Wash Bay be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the agreement with D2C Architects after negotiation and approval as to form is completed by the County Attorney's Office.

#### RFP # 2018.436 PROFESSIONAL DESIGN SERVICES EVALUATION SUMMARY SHEET

| CATEGORY: (project specific) | Total<br>Available<br>Points | Evaluator 1 | Evaluator 2 | Evaluator 3 |   |   |   | CATEGORY<br>TOTALS | Cost         |
|------------------------------|------------------------------|-------------|-------------|-------------|---|---|---|--------------------|--------------|
| Professionalism              | 1                            | 0.7         | 0.5         | 0.4         |   |   |   | 1.6                |              |
| Project Understanding        | 2                            | 1.6         | 0.6         | 1           |   |   |   | 3.2                |              |
| General Project Experience   | 1                            | 0.8         | 0.5         | 0.5         |   |   |   | 1.8                |              |
| Similar Project Experience   | 1.5                          | 1.35        | 0.6         | 0.3         |   |   |   | 2.25               | \$183,550.00 |
| Design Team                  | 2                            | 1.8         | 0.8         | 1           |   |   |   | 3.6                |              |
| General Items                | 0.5                          | 0.45        | 0.2         | 0.05        |   |   |   | 0.7                |              |
| Pricing                      | 2                            | 1.8         | 1.8         | 1.8         |   |   |   | 5.4                |              |
| TOTALS:                      | 10                           | 8.5         | 5           | 5.05        | 0 | 0 | 0 | 18.55              |              |

TOTAL SCORE: 18.55 TOTAL AVG. SCORE: 6.183

**CONTRACTOR: GSG Architecture** 

| CATEGORY: (project specific) | Total<br>Available<br>Points | Evaluator 1 | Evaluator 2 | Evaluator 3 |   |   |   | CATEGORY<br>TOTALS | Cost         |
|------------------------------|------------------------------|-------------|-------------|-------------|---|---|---|--------------------|--------------|
| Professionalism              | 1                            | 1           | 0.7         | 0.7         |   |   |   | 2.4                |              |
| Project Understanding        | 2                            | 2           | 1.6         | 1.6         |   |   |   | 5.2                |              |
| General Project Experience   | 1                            | 1           | 0.7         | 0.7         |   |   |   | 2.4                |              |
| Similar Project Experience   | 1.5                          | 1.5         | 0.9         | 1.05        |   |   |   | 3.45               | \$262,268.00 |
| Design Team                  | 2                            | 2           | 1.6         | 1.4         |   |   |   | 5                  |              |
| General Items                | 0.5                          | 0.45        | 0.3         | 0.1         |   |   |   | 0.85               |              |
| Pricing                      | 2                            | 1.4         | 1.4         | 1.4         |   |   |   | 4.2                |              |
| TOTALS:                      | 10                           | 9.35        | 7.2         | 6.95        | 0 | 0 | 0 | 23.5               |              |

| TOTAL SCORE: | 23.5 | TOTAL AVG. SCORE: | 7.833 |
|--------------|------|-------------------|-------|

**CONTRACTOR: D2C Architects** 

| CATEGORY: (project specific) | Total<br>Available<br>Points | Evaluator 1 | Evaluator 2 | Evaluator 3 |   |   |   | CATEGORY<br>TOTALS | Cost         |
|------------------------------|------------------------------|-------------|-------------|-------------|---|---|---|--------------------|--------------|
| Professionalism              | 1                            | 0.9         | 0.9         | 0.8         |   |   |   | 2.6                |              |
| Project Understanding        | 2                            | 2           | 1.8         | 1.4         |   |   |   | 5.2                |              |
| General Project Experience   | 1                            | 1           | 0.9         | 0.7         |   |   |   | 2.6                |              |
| Similar Project Experience   | 1.5                          | 1.5         | 1.35        | 1.05        |   |   |   | 3.9                | \$234,390.00 |
| Design Team                  | 2                            | 2           | 1.8         | 1.4         |   |   |   | 5.2                |              |
| General Items                | 0.5                          | 0.45        | 0.4         | 0.05        |   |   |   | 0.9                |              |
| Pricing                      | 2                            | 1.56        | 1.56        | 1.56        |   |   |   | 4.68               |              |
| TOTALS:                      | 10                           | 9.41        | 8.71        | 6.96        | 0 | 0 | 0 | 25.08              |              |

| TOTAL SCORE: | 25.08 |
|--------------|-------|

| TOTAL AVG. SCORE: 8.360 | TOTAL | AVG. | <b>SCORE:</b> | 8.360 |
|-------------------------|-------|------|---------------|-------|
|-------------------------|-------|------|---------------|-------|



#### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                                                                                                                                             |                                                                                                                                                         |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| SUBJECT: State Lobbying and Advisory Services                                                                                                                                        |                                                                                                                                                         |  |  |  |
| FROM:                                                                                                                                                                                | Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager |  |  |  |
| AGENCY/DEPARTMENT: Adams County Office of Regional Affairs                                                                                                                           |                                                                                                                                                         |  |  |  |
| HEARD AT STUDY SESSION ON: N/A                                                                                                                                                       |                                                                                                                                                         |  |  |  |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                                                                                                                                            |                                                                                                                                                         |  |  |  |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One to renew the agreement with Schulz Public Affairs for State Lobbying and Advisory Services. |                                                                                                                                                         |  |  |  |

#### **BACKGROUND**:

Schulz Public Affairs is currently under agreement with Adams County Office of Regional Affairs to provide state lobbying and advisory services. The initial single source agreement was awarded on January 10, 2018, in the amount of \$52,000.00 and allowed for two one year renewal options.

The Office of Regional Affairs is requesting the approval of the first renewal option to the agreement with Schulz Public Affairs to continue providing state lobbying and advisory services.

Schultz Public Affairs has met the Office of Regional Affairs expectations of the initial term of the agreement. The 2018 Legislative Session ended on May 9, 2018, after 120 days per the Colorado Constitution. Their 2018 legislative activities were:

- Major themes included the budget, transportation funding, education funding, and funding for state employee retirements;
- Reporting the bills introduced: the House introduced 441 bills, and the Senate introduced 280 bills;
- Assisted with monitoring and screening legislation, and advocated for bills of concern to the county;
- Assisted the County by working with state agencies and other interest groups to help convey the county's perspective on both legislation and policy changes,
- Assisted in seeking the approval of an additional \$300,000.00 for State Veteran Service Officers
  via the Joint Budget Committee, and was an important conduit between the Board of County
  Commissioners and state legislators.

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The first renewal year of the agreement will be in the not to exceed amount of \$52,000.00 for a total Agreement not to exceed amount of \$104,000.00. The service effective date will be from January 10, 2019, and run through January 9, 2020.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

| Office of Regional Affair |
|---------------------------|
|---------------------------|

| ATTACHED DOCUMENTS:                                                           |                                                                                                                 |           |          |  |  |  |  |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------|----------|--|--|--|--|
| Resolution                                                                    |                                                                                                                 |           |          |  |  |  |  |
| FISCAL IMPACT:                                                                |                                                                                                                 |           |          |  |  |  |  |
| Please check if there is no fiscal impact . If there is fiscal section below. | Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below. |           |          |  |  |  |  |
| Fund: 00001                                                                   |                                                                                                                 |           |          |  |  |  |  |
| Cost Center: 9252                                                             |                                                                                                                 |           |          |  |  |  |  |
|                                                                               | Object<br>Account                                                                                               | Subledger | Amount   |  |  |  |  |
| Current Budgeted Revenue:                                                     | Ticcount                                                                                                        |           |          |  |  |  |  |
| Additional Revenue not included in Current Budget:                            |                                                                                                                 |           |          |  |  |  |  |
| Total Revenues:                                                               |                                                                                                                 | _         |          |  |  |  |  |
|                                                                               | Object<br>Account                                                                                               | Subledger | Amount   |  |  |  |  |
| Current Budgeted Operating Expenditure:                                       | 7685                                                                                                            |           | \$52,000 |  |  |  |  |
| Add'l Operating Expenditure not included in Current Budget:                   |                                                                                                                 |           |          |  |  |  |  |
| Current Budgeted Capital Expenditure:                                         |                                                                                                                 |           |          |  |  |  |  |
| Add'l Capital Expenditure not included in Current Budget:                     |                                                                                                                 |           | -        |  |  |  |  |
| Total Expenditures:                                                           |                                                                                                                 | _         | \$52,000 |  |  |  |  |
| New FTEs requested: YES X NO                                                  |                                                                                                                 |           |          |  |  |  |  |
| Future Amendment Needed: YES X NO                                             |                                                                                                                 |           |          |  |  |  |  |
| Additional Note:                                                              |                                                                                                                 |           |          |  |  |  |  |

#### Additional Note:

This document is for the renewal of State Lobbying Services offered by Schultz Public Affairs FY2018 contract for FY 2019. The \$52,000 is included in the 2019 Adams County Proposed Budget.

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## BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

## RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN ADAMS COUNTY AND SCHULTZ PUBLIC AFFAIRS, FOR STATE LOBBYING AND ADVISORY SERVICES

WHEREAS, Schulz Public Affairs, is currently providing State Lobbying and Advisory Services for the Adams County Office of Regional Affairs; and,

WHEREAS, the Office of Regional Affairs is pleased with the services provided by the Schulz Public Affairs, believes the fees are fair and reasonable, and wishes to exercise the first renewal year option of the agreement with Schulz Public Affairs; and,

WHEREAS, Schulz Public Affairs, agrees to provide the services for a total not to exceed amount of \$52,000.00, for the first renewal year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Schulz Public Affairs, for State Lobbying and Advisory Services, be approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign said Amendment One with Schulz Public Affairs, after negotiation and approval as to form is completed by the County Attorney's Office.



#### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                                                                                                                                                            |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| SUBJECT: Comprehensive Inmate Mental Health Services                                                                                                                                                |  |  |  |
| FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager                                       |  |  |  |
| AGENCY/DEPARTMENT: Adams County Sheriff's Office                                                                                                                                                    |  |  |  |
| HEARD AT STUDY SESSION ON: N/A                                                                                                                                                                      |  |  |  |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                                                                                                                                                           |  |  |  |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One with the Community Reach Center for Comprehensive Inmate Mental Health Services at the Detention Facility. |  |  |  |

#### **BACKGROUND:**

The Sherriff's Office currently has an agreement with the Community Reach Center to provide Inmate Mental Health Services at the Adams County Detention Facility.

The Sheriff's Office entered into an agreement with the Community Reach Center in April 2016. The Sheriff's Office and the Community Reach Center added two (2) Certified Nurses Assistants (CNA) that were assigned to the Mental Health Unit to provide additional services to inmates that began in March 2018, resulting in an additional not to exceed amount of \$105,253.00 for a total not to exceed amount of \$612,226.00.

The Sheriff's Office staff is pleased with the services provided by the Community Reach Center. The recommendation is to renew the agreement for Comprehensive Inmate Mental Health Services at the Adams County Detention Facility, in the not to exceed amount of \$633,277.00 for 2019, which includes the additional staffing for a total contract value \$2,095,606.40.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Sheriff's Office

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#### **ATTACHED DOCUMENTS:** Resolution **FISCAL IMPACT:** Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below. Fund: 0001 Cost Center: 2071 **Object** Subledger **Amount** Account Current Budgeted Revenue: Additional Revenue not included in Current Budget: **Total Revenues: Object** Subledger Amount Account Current Budgeted Operating Expenditure: 7680 \$5,823,082 Add'l Operating Expenditure not included in Current Budget: Current Budgeted Capital Expenditure: Add'l Capital Expenditure not included in Current Budget: **Total Expenditures:** \$5,823,082 $\bowtie$ NO **New FTEs requested:** YES **Future Amendment Needed:** YES $\bowtie$ NO

#### **Additional Note:**

The 2019 medical services budget is \$5,570,666.00. In addition, a business case is pending for the 2019 budget in the amount of \$78,209.00.

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## BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

# RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN ADAMS COUNTY AND THE COMMUNITY REACH CENTER FOR COMPREHENSIVE INMATE MENTAL HEALTH SERVICES AT THE ADAMS COUNTY DETENTION FACILITY

WHEREAS, in April 2016, the County entered into an Agreement with the Community Reach Center (Contractor) for Comprehensive Inmate Mental Health Services at the Adams County Detention Facility; and,

WHEREAS, the County and the Contractor mutually desire to renew the Agreement for one additional year; and,

WHEREAS, the County and the Contractor mutually desire to include in Amendment One an additional two (2) CNA's that will be assigned to the Mental Health Unit at an annual not to exceed amount of \$105,253.00, for a total not to exceed amount of \$633,277.00 in 2019, for a total contract value of \$2,095,606.40.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and the Community Reach Center for Comprehensive Inmate Mental Health Services be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment One after negotiation and approval as to form is completed by the County Attorney's Office.



#### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                                                               |  |  |  |
|--------------------------------------------------------------------------------------------------------|--|--|--|
| SUBJECT: Honeywell HVAC Upgrade Project                                                                |  |  |  |
| FROM: Raymond H. Gonzales, County Manager;                                                             |  |  |  |
| Alisha Reis, Deputy County Manager;                                                                    |  |  |  |
| Benjamin Dahlman, Finance Director;                                                                    |  |  |  |
| Kim Roland, Procurement and Contracts Manager                                                          |  |  |  |
| HEARD AT STUDY SESSION ON: N/A                                                                         |  |  |  |
| AUTHORIZATION TO MOVE FORWARD:   YES   NO                                                              |  |  |  |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves a Purchase Order with       |  |  |  |
| Automated Building Solutions Inc., for the Honeywell Heating, Ventilation and Air Conditioning Upgrade |  |  |  |
| Project.                                                                                               |  |  |  |

#### **BACKGROUND**:

In October of 2018, a Request for Qualifications solicitation was posted on Rocky Mountain ePurchasing System (Bidnet). Based on the qualifying criteria, Automated Building Solutions Inc., (ABSI), was deemed qualified and awarded an on-call Honeywell Heating, Ventilation, and Air Conditioning (HVAC) services agreement. As defined in the solicitation, the awarded Contractor will also provide upgrades to the existing HVAC control system.

The HVAC and Java Application Control Engine (JACE) controller devices throughout the County are currently being managed by several different HVAC computers. At some county buildings the devices are running on stand-alone isolated networks which are not easily accessible via the County network and are not running on reliable enterprise-level network hardware. Upgrading to the Smart Building BAS system and moving the HVAC/JACE devices to the county network at all county buildings will provide the following benefits:

- Allow the HVAC/JACE devices to be managed from a single central virtual server located at the Government Center, and eliminate the need for a dedicated HVAC computer at each building.
- Provide better visibility to the HVAC control devices through a single central management interface that can be accessed by Facilities personnel from any County computer, which will make monitoring and troubleshooting problems with the devices easier.
- Add redundancy and reliability to the system due to the redundancy built into the county network. It will also eliminate the need for the workgroup switches that are used in some locations, each of which are single points of failure in the system.
- Allow the Information Technology Department to keep the computers on the system updated with current security patches/updates.
- Provide cyber-security capabilities that provide strong authentication, encrypted communications, digitally-signed code validated at run-time, and auditing.

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- Allow data to be shared and manipulated to provide causes and effects between the various buildings that the county maintains.
- Allow for a more fluid preemptive & predictive maintenance responses.
- Enhanced alarm console, priority email alarming and routing of specific alarms to certain maintenance teams/groups.

The recommendation is to approve the Purchase Order for the HVAC Upgrade Project with ABSI in the not to exceed amount of \$189,800.00.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

| Resolution  FISCAL IMPACT:  Please check if there is no fiscal impact  . If there is fiscal impact, please fully complete the section below.  Fund: 00001/00005/00050  Cost Center: Various    Object Account                                                                                                                                                                                                                                                                                                                                                                                                          | Facilities and Fleet Management Do | epartment        |            |      |           |                    |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------|------------|------|-----------|--------------------|--|--|
| FISCAL IMPACT:  Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.  Fund: 00001/00005/00050  Cost Center: Various  Object Account Subledger Amount  Current Budgeted Revenue:  Additional Revenue not included in Current Budget:  Total Revenues:  Object Account Subledger Amount  Current Budgeted Operating Expenditure:  Add'l Operating Expenditure not included in Current Budget:  7845 Various \$189,800.00  Current Budgeted Capital Expenditure:  Add'l Capital Expenditure not included in Current Budget:  Total Expenditures:  \$189,800.00 | ATTACHED DOCUMENTS:                |                  |            |      |           |                    |  |  |
| Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.  Fund: 00001/00005/00050  Cost Center: Various    Object Account                                                                                                                                                                                                                                                                                                                                                                                                                                       | Resolution                         |                  |            |      |           |                    |  |  |
| Fund: 00001/00005/00050  Cost Center: Various  Object Account Subledger Amount  Current Budgeted Revenue: Additional Revenue not included in Current Budget:  Total Revenues:  Object Account Subledger Amount  Current Budgeted Operating Expenditure: Add'l Operating Expenditure not included in Current Budget: 7845 Various \$189,800.00  Current Budgeted Capital Expenditure: Add'l Capital Expenditure not included in Current Budget: Total Expenditures:  S189,800.00  New FTEs requested:  YES NO                                                                                                           | <b>FISCAL IMPACT:</b>              |                  |            |      |           |                    |  |  |
| Current Budgeted Revenue: Additional Revenue not included in Current Budget:  Total Revenues:  Object Account  Object Account  Object Account  Object Account  Subledger Amount  Current Budgeted Operating Expenditure: Add'l Operating Expenditure not included in Current Budget: 7845 Various \$189,800.00  Current Budgeted Capital Expenditure: Add'l Capital Expenditure not included in Current Budget: Total Expenditures:  New FTEs requested:  YES NO                                                                                                                                                       |                                    | <u> </u>         |            |      |           |                    |  |  |
| Current Budgeted Revenue:  Additional Revenue not included in Current Budget:  Total Revenues:  Object Account  Object Account  Subledger Amount  Current Budgeted Operating Expenditure:  Add'l Operating Expenditure not included in Current Budget:  Add'l Capital Expenditure not included in Current Budget:  Add'l Capital Expenditure not included in Current Budget:  Total Expenditures:  New FTEs requested:  YES NO                                                                                                                                                                                         | Fund: 00001/00005/00050            |                  |            |      |           |                    |  |  |
| Current Budgeted Revenue:  Additional Revenue not included in Current Budget:  Total Revenues:  Object Account  Current Budgeted Operating Expenditure:  Add'l Operating Expenditure not included in Current Budget:  Add'l Capital Expenditure not included in Current Budget:  Total Expenditures:  Subledger Amount  Various \$189,800.00  \$189,800.00  New FTEs requested:  YES NO                                                                                                                                                                                                                                | Cost Center: Various               |                  |            |      |           |                    |  |  |
| Current Budgeted Revenue:  Additional Revenue not included in Current Budget:  Total Revenues:  Object Account  Current Budgeted Operating Expenditure:  Add'l Operating Expenditure not included in Current Budget:  Add'l Capital Expenditure not included in Current Budget:  Total Expenditures:  Subledger Amount  Various \$189,800.00  \$189,800.00  New FTEs requested:  YES NO                                                                                                                                                                                                                                |                                    |                  |            |      |           |                    |  |  |
| Additional Revenue not included in Current Budget:  Total Revenues:  Object Account Subledger Amount  Current Budgeted Operating Expenditure:  Add'l Operating Expenditure not included in Current Budget: 7845 Various \$189,800.00  Current Budgeted Capital Expenditure:  Add'l Capital Expenditure not included in Current Budget:  Total Expenditures: \$189,800.00                                                                                                                                                                                                                                               |                                    |                  |            | •    | Subledger | Amount             |  |  |
| Total Revenues:    Object Account                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                  |            |      |           |                    |  |  |
| Current Budgeted Operating Expenditure:  Add'l Operating Expenditure not included in Current Budget: 7845 Various \$189,800.00  Current Budgeted Capital Expenditure:  Add'l Capital Expenditure not included in Current Budget:  Total Expenditures: \$189,800.00                                                                                                                                                                                                                                                                                                                                                     | ,                                  | Current Budget   | t:         |      |           |                    |  |  |
| Current Budgeted Operating Expenditure:  Add'l Operating Expenditure not included in Current Budget: 7845 Various \$189,800.00  Current Budgeted Capital Expenditure:  Add'l Capital Expenditure not included in Current Budget:  Total Expenditures: \$189,800.00                                                                                                                                                                                                                                                                                                                                                     | <b>Total Revenues:</b>             |                  |            |      |           |                    |  |  |
| Current Budgeted Operating Expenditure:  Add'l Operating Expenditure not included in Current Budget: 7845 Various \$189,800.00  Current Budgeted Capital Expenditure:  Add'l Capital Expenditure not included in Current Budget:  Total Expenditures: \$189,800.00                                                                                                                                                                                                                                                                                                                                                     |                                    |                  |            |      |           |                    |  |  |
| Current Budgeted Operating Expenditure:  Add'l Operating Expenditure not included in Current Budget: 7845 Various \$189,800.00  Current Budgeted Capital Expenditure:  Add'l Capital Expenditure not included in Current Budget:  Total Expenditures: \$189,800.00                                                                                                                                                                                                                                                                                                                                                     |                                    |                  |            |      |           |                    |  |  |
| Add'l Operating Expenditure not included in Current Budget: 7845 Various \$189,800.00  Current Budgeted Capital Expenditure:  Add'l Capital Expenditure not included in Current Budget:  Total Expenditures: \$189,800.00  New FTEs requested: YES NO                                                                                                                                                                                                                                                                                                                                                                  |                                    |                  |            | _    | Subledger | Amount             |  |  |
| Current Budgeted Capital Expenditure:  Add'l Capital Expenditure not included in Current Budget:  Total Expenditures:  New FTEs requested:  YES NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                  |            |      |           |                    |  |  |
| Add'l Capital Expenditure not included in Current Budget:  Total Expenditures:  New FTEs requested:  YES  NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                  | nt Budget: | 7845 | Various   | \$189,800.00       |  |  |
| New FTEs requested:    YES   NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                  |            |      |           |                    |  |  |
| New FTEs requested: YES NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    | ded in Current E | Budget:    |      |           | <b>#100 000 00</b> |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Total Expenditures:                |                  |            |      |           | \$189,800.00       |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                  |            |      |           |                    |  |  |
| Future Amendment Needed: YES NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | New FTEs requested:                | YES              | ⊠ NO       |      |           |                    |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Future Amendment Needed:</b>    | YES              | ⊠ NO       |      |           |                    |  |  |

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**Additional Note:** 

## BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

# RESOLUTION APPROVING A PURCHASE ORDER TO AUTOMATED BUILDING SOLUTIONS INC., FOR THE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) UPGRADE PROJECT

WHEREAS, Automated Building Solutions Inc., (ABSI) was awarded an agreement to provide on-call Honeywell Technician Services as well as the HVAC Upgrade Project for the Fleet and Facilities Management Department; and,

WHEREAS, ABSI agrees to perform the HVAC Upgrade Project in the not to exceed amount of \$189,800.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Purchase Order to ABSI for the HVAC Upgrade Project be approved.

BE IT FURTHER RESOLVED, that the Procurement and Contracts Division is hereby authorized to sign said Purchase Order with ABSI.



#### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                                                                                                                                                                                        |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| SUBJECT: Employee Healthcare Services and Propel Wellness Software System                                                                                                                                                       |  |  |  |
| FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager                                                                   |  |  |  |
| AGENCY/DEPARTMENT: People and Culture Department, Human Resources                                                                                                                                                               |  |  |  |
| HEARD AT STUDY SESSION ON: N/A                                                                                                                                                                                                  |  |  |  |
| AUTHORIZATION TO MOVE FORWARD:  YES NO                                                                                                                                                                                          |  |  |  |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment Five to the agreement with CareHere Management, PLLC, for the renewal of Employee Healthcare Services and Propel Wellness Software System. |  |  |  |

#### **BACKGROUND:**

In 2015, the Board of County Commissioners approved an agreement with CareHere Management, PLLC, to provide employee health clinics for Adams County Employees and their families. The employee health clinics have played a major role in lowering the County's healthcare costs, creating employee engagement, reducing absenteeism, and increasing employee satisfaction. The County's health clinics are part of a comprehensive wellness program which includes an employee assistance program, flu shots, an annual health fair, wellness incentives, and many other opportunities to promote a health conscious work environment at the County.

In 2017, the Board of County Commissioners approved the Propel Wellness Software System from CareHere Management, PLLC. This software is a personal dashboard designed to reinforce Human Resources' wellness culture for employees. It includes activity tracking, goal setting, competitions, social networking, messaging, and a mobile capability to sustain interest and participation for all County employees. This product also includes a personal health manager and a wellness incentive section to motivate and reinforce positive behaviors in County employees.

It is recommended to approve Amendment Five to renew the agreement with CareHere Management, PLLC, for Employee Healthcare Services for two years at no additional cost, and the Propel Wellness Software System for one additional year in the amount of \$61,260.00 for a total not to exceed contract price of \$970,238.00.

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| CAREHERE MGMT, PLLC | PROJECT DESCRIPTION                   | COST         |
|---------------------|---------------------------------------|--------------|
| Original Agreement  | Government Center Clinic              | \$757,284.00 |
| Amendment One       | nendment One Kaiser Rate Change       |              |
| Amendment Two       | Add Propel Wellness Software System   | \$14,320.00  |
| Amendment Three     | Add Human Services Center Clinic      | \$55,000.00  |
| Amendment Four      | Renew Propel Wellness Software System | \$37,874.00  |
|                     | Renew Agreement and                   |              |
| Amendment Five      | Propel Wellness Software System       | \$61,260.00  |
|                     | AGREEMENT TOTAL                       | \$970,238.00 |

#### AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

| All County Departments and Elected Offices                              |                   |                   |           |
|-------------------------------------------------------------------------|-------------------|-------------------|-----------|
| ATTACHED DOCUMENTS:                                                     |                   |                   |           |
| Resolution                                                              |                   |                   |           |
| FISCAL IMPACT:                                                          |                   |                   |           |
| Please check if there is no fiscal impact . If there is fiscal imbelow. | npact, please fu  | ally complete the | e section |
| Fund: 00019                                                             |                   |                   |           |
| Cost Center: 8622;8625                                                  |                   |                   |           |
|                                                                         | Object<br>Account | Subledger         | Amount    |
| Current Budgeted Revenue:                                               |                   |                   |           |
| Additional Revenue not included in Current Budget:                      |                   |                   |           |
| Total Revenues:                                                         |                   |                   |           |
|                                                                         |                   |                   |           |
|                                                                         | Object<br>Account | Subledger         | Amount    |
| Current Budgeted Operating Expenditure:                                 | 7680              |                   | 439,236   |
| Add'l Operating Expenditure not included in Current Budget:             |                   |                   |           |
| Current Budgeted Capital Expenditure:                                   |                   |                   |           |
| Add'l Capital Expenditure not included in Current Budget:               |                   |                   |           |
| Total Expenditures:                                                     |                   |                   | 439,236   |
| New FTEs requested: ☐ YES ☒ NO                                          |                   |                   |           |

**Additional Note:** 

**Future Amendment Needed:** 

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☐ YES

 $\boxtimes$  NO

## BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

# RESOLUTION APPROVING AMENDMENT FIVE TO THE AGREEMENT BETWEEN ADAMS COUNTY AND CAREHERE MANAGEMENT, PLLC, FOR EMPLOYEE HEALTHCARE SERVICES AND PROPEL WELLNESS SOFTWARE SYSTEM

WHEREAS, the Board of County Commissioners approved an agreement for employee health clinics with CareHere Management, PLLC, in 2015; and,

WHEREAS, in 2017, the Board of County Commissioners approved an amendment to install and maintain the Propel Wellness Software System from CareHere Management, PLLC; and,

WHEREAS, CareHere Management, PLLC, agrees to renew a two-year agreement for Employee Healthcare Services at no additional cost; and,

WHEREAS, CareHere Management, PLLC, agrees to provide the Propel Wellness Software System for one additional year in the not to exceed amount of \$61,260.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Five to the agreement between Adams County and CareHere Management, PLLC, for Employee Healthcare Services and the Propel Wellness Software System be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment Five after negotiation and approval as to form is completed by the County Attorney's Office.



#### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                                                                               |
|------------------------------------------------------------------------------------------------------------------------|
| SUBJECT: Second Reading Ordinance No. 4 the Adams County Fire Code                                                     |
| FROM: Christy Fitch, Assistant County Attorney                                                                         |
| AGENCY/DEPARTMENT: County Attorney                                                                                     |
| HEARD AT STUDY SESSION ON: August 28, 2018 and October 23, 2018                                                        |
| AUTHORIZATION TO MOVE FORWARD: ⊠ YES □ NO                                                                              |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners hears the second reading and adopts Ordinance No. 4. |

#### **BACKGROUND:**

The current Ordinance 4 adopting the 2012 editions of the International Fire Code was adopted in 2015 by the BoCC. The International Code Council (ICC) and the National Fire Protection Agency (NFPA) updates and publishes the code every three years. Adams County Fire Code adoption and Revision Committee along with the Community and Economic Development Department is recommending adopting the latest version to better align with current construction technologies captured in the most current edition.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Community and Economic Development, Adams County Fire, Bennett Fire, Brighton Fire, Byers Fire, Deertrail Fire, North Metro Fire, South Adams Fire, Southeast Weld Fire, Sable Altura Fire, and Strasburg Fire.

#### **ATTACHED DOCUMENTS:**

Proposed Ordinance No. 4

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#### **FISCAL IMPACT:**

| Please check if there is no fiscal section below. | l impact ⊠. If    | there is fisc | al impact, pl     | ease fully com | plete the |
|---------------------------------------------------|-------------------|---------------|-------------------|----------------|-----------|
| Fund:                                             |                   |               |                   |                |           |
| Cost Center:                                      |                   |               |                   |                |           |
|                                                   |                   |               | Object<br>Account | Subledger      | Amount    |
| Current Budgeted Revenue:                         |                   |               |                   |                |           |
| Additional Revenue not included i                 | n Current Budge   | t:            |                   |                |           |
| <b>Total Revenues:</b>                            |                   |               |                   | <u>-</u>       |           |
|                                                   |                   | r             |                   |                |           |
|                                                   |                   |               | Object<br>Account | Subledger      | Amount    |
| Current Budgeted Operating Exper                  |                   |               |                   |                |           |
| Add'l Operating Expenditure not in                |                   | nt Budget:    |                   |                |           |
| Current Budgeted Capital Expendi                  |                   | _             |                   |                |           |
| Add'l Capital Expenditure not incl                | uded in Current l | Budget:       |                   |                |           |
| <b>Total Expenditures:</b>                        |                   |               |                   | =              |           |
|                                                   |                   |               |                   |                |           |
| New FTEs requested:                               | ☐ YES             | □ NO          |                   |                |           |
| <b>Future Amendment Needed:</b>                   | ☐ YES             | □ NO          |                   |                |           |
| Additional Note:                                  |                   |               |                   |                |           |

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#### **ORDINANCE NO. 4**

## AN ORDINANCE REPEALING THE 2012 EDITION OF THE INTERNATIONAL FIRE CODE AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE WITH AMENDMENTS THERETO

WHEREAS, in 2015 the Board of County Commissioners adopted the International Fire Code, 2012 Edition, as Ordinance No. 4; and,

WHEREAS, pursuant to § 30-15-401.5(2), C.R.S., the Community and Economic Development Department, the Adams County Fire Code Adoption and Revision Commission, and the Adams County Board of Fire Code Appeals has recommended that the Board of County Commissioners adopt the 2018 edition of the International Fire Code, with certain amendments; and,

WHEREAS, the Board of County Commissioners is authorized under § 30-15-401.5, et seq., C.R.S., to adopt an ordinance for the provision of fire safety standards; and,

WHEREAS, pursuant to §30-28-201, C.R.S., the 2018 edition of the International Fire Code is consistent with the 1988 edition of the Uniform Building Codes, as promulgated by the International Conference of Building Officials.

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners, County of Adams, State of Colorado, that the 2012 edition of the International Fire Code be repealed and Ordinance No. 4, the 2018 edition of the International Fire Code, with certain amendments thereto, the full text of which is available at the Adams County Building Safety Division, and which is fully incorporated herein by this reference, be enacted and adopted.

BE IT FURTHER ORDAINED by the Board of County Commissioners, County of Adams, State of Colorado, that:

#### Section 1. ADOPTION

The Board of County Commissioners of Adams County hereby adopts, by reference, the International Fire Code, 2018 edition, with amendments as described in Section 5, and including the following appendices: Appendix B, Fire-Flow Requirements for Buildings; Appendix C, Fire Hydrant Locations and Distribution; Appendix D, Fire Apparatus Access Roads; Appendix E, Hazard Categories; Appendix F, Hazard Ranking; and Appendix N, Indoor Trade Shows and Exhibitions.

#### Section 2. CODE DESCRIBED

The International Fire Code, 2018 edition, is published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, IL 60478

#### Section 3. APPLICABILITY

Pursuant to § 30-28-201, et seq., C.R.S., this Ordinance shall apply to all of the unincorporated areas of Adams County and shall not be embraced within the limits of any incorporated city or town. The provisions of this Ordinance shall not overrule or otherwise restrict the authority of the Board of County Commissioners or any other applicable official of Adams County in authorizing land uses or otherwise acting under the authority of any other adopted codes or regulations of Adams County or

enforcing the provisions thereof.

#### Section 4. BOARD OF APPEALS

The "Board of Appeals," as described in Section 109 of the International Fire Code, 2018 edition, shall be the Adams County Board of Fire Code Appeals as appointed by the Board of County Commissioners. Whenever the fire code official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the intent of the Code has been incorrectly interpreted, the provisions of the Code do not fully apply, or an equivalent method of protection or safety is proposed, the applicant may appeal the decision of the fire code official to the Adams County Board of Fire Code Appeals within thirty days from the date the decision being appealed was made.

#### Section 5. AMENDMENTS

Any portion not listed as amended is adopted as written

#### (a) CHAPTER 1 SCOPE AND ADMINISTRATION

- **101.1 Title.** These regulations shall be known as the Fire Code of <u>Adams County-{NAME OF JURISDICTION}</u>, hereinafter referred to as "this code."
- **102.5** Application of residential code. Where structures are designed and constructed in accordance with the International Residential Code, the provisions of this code shall apply as follows:
- 1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 shall apply.
- 1. Construction and design provisions: Provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access, and water supplies. Where this code addresses fire sprinklers in residential occupancies, it refers to residential occupancies constructed pursuant to both the International Building Code and the International Residential Code. Construction permits for systems and equipment utilized in the interior or exterior of the structure shall also apply.
- EXCEPTION: Dwelling unit fire sprinkler systems, or portions thereof, installed in accordance with Section P2904 of the 2018 International Residential Code do not require a permit.

  Dwelling unit fire sprinkler systems, or portions thereof, installed in accordance with NFPA

  13D require a permit pursuant to Section 105.7.1 of this code.
- 2. Administrative, operational and maintenance provisions of this code shall apply.

References in this code to Group R-3 or U occupancies or one and two family dwellings shall apply to structures under the scope of the International Residential Code where appropriate.

**105.4.1 Submittals.** Construction documents and supporting data shall be submitted in two one or more sets with each application for a permit and in such form and detail as required by the *fire code official*. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. where documents are submitted in support of an application for a construction permit required by Sections 105.7.1, 105.7.4, 105.7.7, 105.7.8, 105.7.11, 105.7.13, 105.7.20, 105.7.24, and 105.7.26. When requested, qualification statements shall be submitted to the fire code official for

the registered design professional to demonstrate compliance with the professional qualifications defined in Section 202.

**Exception:** The *fire code official* is authorized to waive the submission of *construction documents* and supporting data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

**105.6.47 Temporary membrane structures and tents.** An operational permit is required to operate an air-supported temporary membrane structure, a temporary *special event structure* or a tent having an area in excess of 400 square feet (37 m2).

#### **Exceptions:**

- 1. Tents used exclusively for recreational camping purposes.
- 2. Tents open on all sides, which comply with all of the following:
- 2.1. Individual tents having a maximum size of 700 square feet (65 m2).
- 2.2. The aggregate area of multiple tents placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 700 square feet (65 m2) total.
- 2.3. A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be provided.
- 3. Temporary special event structures having a maximum size of 700 square feet (65 m<sup>2</sup>).
- **105.7.7 Fire alarm and detection systems and related equipment.** A construction permit is required for installation of or modification to fire alarm and detection systems and related equipment, including emergency alarm systems (Section 908) and smoke control systems (Section 909). Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.
- **105.7.25 Temporary membrane structures and tents.** A construction permit is required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet (37 m2).

#### **Exceptions:**

- 1. Tents used exclusively for recreational camping purposes.
- 2. Funeral tents and curtains, or extensions attached thereto, when used for funeral services.
- 3. Tents and awnings open on all sides, which comply with all of the following:
- 3.1. Individual tents shall have a maximum size of 700 square feet (65 m2).
- 3.2. The aggregate area of multiple tents placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 700 square feet (65m2) total.
- 3.3. A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be maintained.
- 4. Temporary special event structures having a maximum size of 700 square feet (65 m<sup>2</sup>).
- **105.7.26 Explosion control.** A construction permit is required to install or modify explosion

control provided as required in Section 911.

**110.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a [SPECIFY OFFENSE] class 2 petty offense, punishable by a fine of not more than [AMOUNT] one thousand dollars (\$1,000). or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**112.4 Failure to comply**. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of up to not less than [AMOUNT] one thousand dollars (\$1,000). or more than [AMOUNT].

#### (b) CHAPTER 2 DEFINITIONS

REGISTERED DESIGN PROFESSIONAL. An architect or engineer, registered or licensed topractice professional architecture or engineering, as defined by the statutory requirements of the professional registration laws of the state in which the project is to be constructed.

REGISTERED DESIGN PROFESSIONAL. An engineer, licensed to practice professional engineering, as defined by the statutory requirements of the professional licensure laws of the State of Colorado, who shall be responsible and accountable to possess the required knowledge and skills to perform design, analysis, and verification in accordance with provisions of this code and applicable professional standards of practice.

#### (c) CHAPTER 3 GENERAL REQUIREMENTS

**311.5 Placards.** Any vacant or abandoned buildings or structure determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards shall may be marked as specified in Sections 311.5.1 through 311.5.5.

#### (d) CHAPTER 5 FIRE SERVICE FEATURES

**503.2.1 Dimensions**. Fire apparatus access roads shall have an unobstructed width of not less than <del>20</del> feet (6096 mm) twenty-four feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

Exception: Fire apparatus access roads serving rural residential development shall be allowed to be not less than twenty (20) feet in unobstructed width when approved by the fire code official.

**503.2.2 Authority**. The fire code official shall have the authority to require or permit modifications to the required access an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations. The fire code official shall have the authority to reduce minimum access widths and vertical clearances based on the fire department's apparatus. or where necessary to meet the public safety objectives of the jurisdiction.

**504.3 Stairway access to roof.** New buildings four or more stories above grade plane, except those with a roof slope greater than four units vertical in 12 units horizontal (33.3- percent slope), shall be provided with a stairway to the roof. When an exit enclosure is required by Section 1022, the stairway to the roof shall be located within an exit enclosure. Stairway access to the roof shall be in accordance with Section 1011.12 Stairway access to the roof shall be in accordance with Section 1011.12. Such stairway shall be marked at street and floor levels with a sign indicating that the

stairway continues to the roof. Where roofs are used for roof gardens or for other purposes, stairways shall be provided as required for such occupancy classification.

511 Recreational vehicle, mobile home, and manufactured housing parks, sales lots, and storage lots. Recreational vehicle, mobile home, and manufactured housing parks, sales lots, and storage lots shall provide and maintain access roads and fire hydrants in accordance with Section 503 and 507.

EXCEPTION: Recreational vehicle parks located in remote areas shall be provided with protection and access roadways as required by the fire code official.

#### (e) CHAPTER 6 BUILDING SERVICES AND SYSTEMS

603.10 Carbon monoxide alarm and detector maintenance, inspection, and testing. The building owner shall be responsible to maintain all carbon monoxide alarms and detectors in an operable condition at all times. Maintenance, inspection, and testing shall be performed in accordance with manufacturer's instructions or nationally recognized standards. A written record shall be maintained and shall be made available to the fire code official upon request.

#### (f) CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY

**903.2.5.1 General**. An automatic sprinkler system shall be installed in provided throughout all buildings containing Group H occupancies.

**903.2.6 Group I.** An *automatic sprinkler system* shall be provided throughout buildings with a Group I *fire area*.

#### **Exceptions:**

- 1. An *automatic sprinkler system* installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1, Condition 1 facilities.
- 2. An *automatic sprinkler system* is not required where Group I-4 day care facilities are at the *level of exit discharge* and where every room where care is provided has not fewer than one exterior *exit* door.
- 3. In buildings where Group I-4 day care is provided on levels other than the *level of exit discharge*, an *automatic sprinkler system* in accordance with Section 903.3.1.1 shall be installed on the entire floor where care is provided, all floors between the level of care and the *level of exit discharge* and all floors below the *level of exit discharge* other than areas classified as an open parking garage.
- 4. An automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be provided throughout all Group 1-1 facilities that meet the federal Fair Housing Act definition of senior housing or housing for older persons.
- **903.2.11.1.3 Basements**. Where any portion of a basement is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, or where walls, partitions or other obstructions are installed that restrict the application of water from hose streams, the basement shall be equipped throughout with an approved automatic sprinkler system.

#### (g) CHAPTER 12 ENERGY SYSTEMS

**1204.4 Ground-mounted photovoltaic panel systems.** Ground-mounted photovoltaic panel systems shall comply with Section 1204.1 and this section. Setback requirements shall not apply to ground-mounted, free-standing photovoltaic arrays. A clear, brush-free area of 10 feet (3048)

mm) shall be required <u>and maintained around the array equipment</u> for ground-mounted photovoltaic arrays. A fire break or other facility perimeter design acceptable to the fire code <u>official shall</u> be required to reduce or eliminate the interface risk from wildfire.

### (h) CHAPTER 31 TENTS, TEMPORARY SPECIAL EVENT STRUCTURES, AND OTHER MEMBRANE STRUCTURES

**3105.2 Approval**. Temporary special event structures in excess of 400 square feet (37 m2) 700 square feet (65 m²) shall not be erected, operated or maintained for any purpose without first obtaining approval and a permit from the fire code official. and the building official.

**3105.5 Required documents.** The following documents shall be submitted to the fire code official and building official for review before a permit is approved:

#### (i) CHAPTER 56 EXPLOSIVES AND FIREWORKS

**5601.1.3 Fireworks.** The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

#### **Exceptions:**

- 1. Storage and handling of fireworks as allowed in Section 5604.
- 2. Manufacture, assembly and testing of fireworks as allowed in Section 5605.
- 3. The use of fireworks for fireworks displays as allowed in Section 5608.
- 4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided that such fireworks and facilities comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100–185, as applicable for consumer fireworks.
- 5. The sale or use of permissible fireworks, as defined under section 24-33.5-2001(11), as amended, of the Colorado Revised Statutes.
- <u>6. The sale of permissible fireworks from temporary stands in accordance with Adams</u> County Development Standards and Regulations, Chapter 4, section 4-05-02-05, as amended.

#### (j) CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS

**5704.2.9.6.1 Locations where above-ground tanks are prohibited**. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited allowed when such storage complies with Sections 5704.2.9.6.1 through 5704.2.9.6.3. within the limits established by lawas the limits of districts in which such storage is prohibited [JURISDICTION TO SPECIFY].

**5707.1 General.** On-demand mobile fueling operations that dispense Class I, II and III liquids into the fuel tanks of motor vehicles shall comply with Sections 5707.1 through 5707.6.3.

**Exception:** Fueling from an *approved* portable container in cases of an emergency or for personal use-and fueling and dispensing of flammable and combustible liquids on farms and construction sites as allowed by Section 5706.2.

#### (k) APPENDIX D FIRE APPARATUS ACCESS ROADS

Within Table D103.4 Requirements for Dead-End Fire Apparatus Access Roads, the minimum width of a dead-end fire apparatus access road that is between 501-750 feet in length is reduced to 20 feet from 26 feet.

TABLE D103.4
REQUIREMENTS FOR DEAD-END
FIRE APPARATUS ACCESS ROADS

| LENGTH<br>(feet) | WIDTH<br>(feet)           | TURNAROUNDS REQUIRED                                                                                     |  |  |
|------------------|---------------------------|----------------------------------------------------------------------------------------------------------|--|--|
| 0-150            | 20                        | None required                                                                                            |  |  |
| 151-500 20       |                           | 120-foot Hammerhead, 60-foot "Y" or<br>96-foot diameter cul-de-sac in accor-<br>dance with Figure D103.1 |  |  |
| 501-750          | <del>26</del> <u>20</u>   | 120-foot Hammerhead, 60-foot "Y" or<br>96-foot diameter cul-de-sac in accor-<br>dance with Figure D103,1 |  |  |
| Over 750         | Special approval required |                                                                                                          |  |  |

For SI: 1 foot = 304.8 mm.

#### Section 6. PENALTIES

Pursuant to § 30-15-402, C.R.S., any person who violates the provisions of this Ordinance commits a class 2 petty offense and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate violation.

#### Section 7. REPEAL OF CONFLICTING BUILDING CODES

All conflicting building codes previously adopted by the Adams County Board of County Commissioners are hereby repealed in their entirety and re-enacted in accordance with the provisions of this Ordinance.

#### Section 8. SEVERABILITY

The Board of County Commissioners hereby declares that should any article, section, paragraph, sentence, clause, or phrase of this Ordinance be held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of County Commissioners hereby declares that it would have passed this Ordinance, and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid or unconstitutional.

#### Section 9. SAFETY CLAUSE

The Board of County Commissioners hereby finds, determines, and declares that this Ordinance is necessary for the preservation of the public health, safety, and welfare.

#### Section 10. DATE OF EFFECT

The Board of County Commissioners of Adams County, Colorado, hereby determines that this Ordinance shall become effective on January 3, 2019.

Adopted this 4th day of December, 2018.

Mary Hodge, Chair Board of County Commissioners Adams County, Colorado

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

| Hodge         |  |
|---------------|--|
| O'Doriso      |  |
| Henry         |  |
| Tedesco       |  |
| Hansen        |  |
| Commissioners |  |

#### CERTIFICATE OF ATTESTATION

STATE OF COLORADO )
County of Adams )

#### CERTIFICATE OF ATTESTATION

I, Stan Martin, 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.

The foregoing text is the authentic text of Adams County Ordinance No. 4. The first reading of said Ordinance took place on October 30<sup>th</sup>, 2018, at a regular Board of County Commissioners meeting. It was published in full in a newspaper of general circulation at least ten days before its adoption; to wit, in the Thornton/Northglen Sentinel and the Westminster Window on November 8, 2018. The Ordinance was adopted on second reading at a regular Board of County Commissioners meeting on December 4, 2018, and shall become effective on January 3, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this \_\_\_\_ day of December, 2018.

County Clerk and ex-officio Clerk of the Board of County Commissioners Stan Martin:

By:

Deputy

# Second Reading

- October 30, 2018 First Reading
- Five questions posed during public hearing
- Request to provide responses on the record in the Second Reading

## **Questions Presented**

- 1: What is the cost to install residential fire sprinklers?
- 2: What options are available to developers or builders?
- 3: Is there any funding sources available to developers or builders to help pay for the installation of residential fire sprinklers?
- 4: Is there any type of exemption for new construction within existing developments not previously sprinkled?
- 5: How would residential fire sprinklers impact Home Daycares?

# Residential Fire Sprinkler Systems Installation Cost (P2904)

### (P2904) Dwelling Unit Fire Sprinkler Systems Installation Cost

| Home Value | Square Footage       | \$3.00\ft² | \$5.00\ft² | National<br>Average<br>\$1.35\ft² |
|------------|----------------------|------------|------------|-----------------------------------|
| \$250,000  | 2000 ft <sup>2</sup> | \$6000     | \$10,000   | \$2,700                           |
| \$300,000  | 2400 ft <sup>2</sup> | \$7200     | \$12,000   | \$3,240                           |
| \$375,000  | 3000 ft <sup>2</sup> | \$9,000    | \$15,000   | \$4,050                           |
| \$450,000  | 3600 ft <sup>2</sup> | \$10,800   | \$18,000   | \$4,725                           |
| \$500,000  | 4000 ft <sup>2</sup> | \$12,000   | \$20,000   | \$5,400                           |

Source: National Fire Protection Agency/ Survey of Local Plumbing Contractors

# Residential Fire Sprinkler Systems Installation Cost NFPA 13D

### NFPA 13D Residential Fire Sprinkler System Installation Cost

| Home Value | Square Footage       | \$5.00\ft² | \$7.00\ft² | National<br>Average<br>\$1.50\ft² |
|------------|----------------------|------------|------------|-----------------------------------|
| \$250,000  | 2000 ft <sup>2</sup> | \$10,000   | \$14,000   | \$3,000                           |
| \$300,000  | 2400 ft <sup>2</sup> | \$12,000   | \$16,800   | \$3,600                           |
| \$375,000  | 3000 ft <sup>2</sup> | \$15,000   | \$21,000   | \$4,500                           |
| \$450,000  | 3600 ft <sup>2</sup> | \$18,000   | \$25,200   | \$5,520                           |
| \$500,000  | 4000 ft <sup>2</sup> | \$20,000   | \$28,000   | \$6,000                           |

Source: National Fire Protection Agency/ Survey of Local State Certified Fire Suppression Contractors

# Available Options For Developers and Builders



 Currently two types of residential fire sprinkler systems are available, NFPA 13D and P2904



 Fire sprinklers provide automatic compliance with other prescriptive code requirements. Examples are fire rated exterior wall construction and interior floor protection.



Increase in spacing between required fire hydrants



Reduction in roadway widths for fully suppressed subdivisions

# Available Funding Options to Developers or Home Builders

- Currently there is no established grant funding sources for sprinklers in conventional market-rate new home construction.
- Competitive funding sources for affordable housing those may include Low Income Housing Tax Credits, HOME funds, and CDBG. Required sprinklers could be an eligible cost.

# Exemptions for New Construction in Existing Developments

- The answer is no. If adopted, any new building permit application submitted on or after January 1, 2019 to construct new homes will be required to meet the 2018 code requirements.
- Code exceptions already integrated under R313.1 and R313.2 of the IRC, additions or alterations to existing townhomes or one-two family homes w\o sprinklers are not required to retrofit\install residential fire sprinkler systems.

## How Will This Impact Home Daycares?

- Appendix M of the International Residential Code regulates a Home Daycare. Appendix M does not require a home daycare to be sprinkled.
- We have adopted Appendix M with the previous two adoptions of the International Residential Code and it is included in this proposed adoption package.

## Survey of Surrounding Counties

| Jurisdiction                  | Current<br>Edition<br>Adopted | Residential Fire<br>Sprinkler<br>Requirement<br>Amended | Plan to adopt<br>2018 Edition | Plan to <u>require</u><br>residential fire<br>sprinklers |
|-------------------------------|-------------------------------|---------------------------------------------------------|-------------------------------|----------------------------------------------------------|
| Adams County                  | 2012                          | Yes                                                     | Yes\Fall 2018                 | Yes                                                      |
| Jefferson County              | 2015                          | Yes                                                     | Yes\Fall 2018                 | No                                                       |
| City and County of Broomfield | 2015                          | Yes                                                     | Yes\2020                      | Under<br>Consideration                                   |
| Weld County                   | 2012                          | Yes                                                     | Yes\Fall 2018                 | No                                                       |
| Arapahoe County               | 2015                          | Yes                                                     | No\2021<br>editions           | No                                                       |
| City and County of Denver     | 2015                          | Yes                                                     | Yes\Summer<br>2019            | No                                                       |
| Boulder County                | 2015                          | No                                                      | No                            | Yes                                                      |

## Survey of Surrounding Cities

| Jurisdiction           | Current<br>Edition<br>Adopted | Residential Fire<br>Sprinkler<br>Requirement<br>Amended | Plan to adopt<br>2018 Edition | Plan to <u>require</u><br>residential fire<br>sprinklers as<br>written |
|------------------------|-------------------------------|---------------------------------------------------------|-------------------------------|------------------------------------------------------------------------|
| Adams County           | 2012                          | Yes                                                     | Yes\Fall 2018                 | Yes                                                                    |
| City of<br>Westminster | 2015                          | No (since 2009)                                         | No                            | Yes                                                                    |
| City of Thornton       | 2015                          | Yes                                                     | Yes\2019                      | Under<br>Consideration                                                 |
| City of<br>Northglenn  | 2009                          | Yes                                                     | No                            | No                                                                     |
| City of Brighton       | 2012                          | Yes                                                     | Yes\Fall 2018                 | No                                                                     |
| City of Aurora         | 2015                          | Yes                                                     | No\ Wait for 2021 edition     | Under<br>Consideration                                                 |
| Commerce City          | 2015                          | Yes                                                     | Yes\2019                      | Undecided                                                              |

## Staff Recommendation

Adoption of Ordinance 4 and 12 as proposed



#### PUBLIC HEARING AGENDA ITEM

| DATE OF PUBLIC HEARING: December 4, 2018                                                                               |
|------------------------------------------------------------------------------------------------------------------------|
| SUBJECT: Second Reading Ordinance No. 12                                                                               |
| FROM: Christy Fitch, Assistant County Attorney                                                                         |
| AGENCY/DEPARTMENT: County Attorney                                                                                     |
| HEARD AT STUDY SESSION ON: August 28, 2018 and October 23, 2018                                                        |
| AUTHORIZATION TO MOVE FORWARD: ⊠ YES ☐ NO                                                                              |
| <b>RECOMMENDED ACTION:</b> That the Board of County Commissioners hears the second reading and adopts Ordinance No. 12 |

#### **BACKGROUND**:

The current Ordinance 12 adopting the 2012 editions of the International Building Code was adopted in 2015 by the BoCC.

The Adams County Building and Safety Division is recommending that the 2018 Edition of the International Building Codes and the 2017 edition of the National Electrical Code be adopted.

#### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Community and Economic Development, County Attorney's Office

#### **ATTACHED DOCUMENTS:**

Proposed Ordinance No. 12

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### **FISCAL IMPACT:**

| Please check if there is no fiscal section below. | impact ⊠. If     | there is fisc | al impact, pl     | ease fully comp | plete the |
|---------------------------------------------------|------------------|---------------|-------------------|-----------------|-----------|
| Fund:                                             |                  |               |                   |                 |           |
| Cost Center:                                      |                  |               |                   |                 |           |
|                                                   |                  | ,             |                   |                 |           |
|                                                   |                  |               | Object<br>Account | Subledger       | Amount    |
| Current Budgeted Revenue:                         |                  |               |                   |                 |           |
| Additional Revenue not included in                | Current Budge    | t:            |                   |                 |           |
| <b>Total Revenues:</b>                            |                  |               |                   |                 |           |
|                                                   |                  |               |                   | =               |           |
|                                                   |                  | -             |                   |                 |           |
|                                                   |                  |               | Object<br>Account | Subledger       | Amount    |
| Current Budgeted Operating Expen                  | diture:          |               |                   |                 |           |
| Add'l Operating Expenditure not in                |                  | nt Budget:    |                   |                 |           |
| Current Budgeted Capital Expendit                 |                  |               |                   |                 |           |
| Add'l Capital Expenditure not inclu               | ded in Current I | Budget:       |                   |                 |           |
| <b>Total Expenditures:</b>                        |                  |               |                   | _               |           |
|                                                   |                  |               |                   | =               |           |
| New FTEs requested:                               | YES              | □NO           |                   |                 |           |
| <b>Future Amendment Needed:</b>                   | YES              | □ NO          |                   |                 |           |
| Additional Note:                                  |                  |               |                   |                 |           |

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#### **ORDINANCE NO. 12**

AN ORDINANCE REPEALING THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODES AND REPEALING THE 2014 EDITION OF THE NATIONAL ELECTRICAL CODE AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODES AND THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE WITH AMENDMENTS THERETO

**WHEREAS**, on November 18<sup>th</sup>, 2014, the Board of County Commissioners adopted the 2012 Edition of the International Building Codes and applied it countywide; and,

WHEREAS, the Adams County Building Safety Division is recommending that the 2012 Edition of the International Building Codes and the 2014 National Electrical Code be repealed, and that the Board adopt a county building code modeled upon the building safety standards contained in the 2018 editions of the International Building Codes, which include the 2018 International Building Code, 2018 International Plumbing Code, 2018 International Mechanical Code, 2018 International Fuel Gas Code, 2018 edition of the International Energy Conservation Code, 2018 International Swimming Pool and Spa Code, 2018 International Property Maintenance Code, and 2018 International Existing Building Code, with certain amendments thereto; and,

**WHEREAS**, on July 22<sup>nd</sup>, 2014, the Board of County Commissioners adopted the 2014 Edition of the National Electrical Code and applied it countywide; and,

**WHEREAS**, the Adams County Building Safety Division is also recommending adoption of the 2017 edition of the National Fire Protection Association's National Electrical Code; and,

**WHEREAS**, pursuant to \$30-28-201 et seq., C.R.S., the Adams County Board of County Commissioners is authorized to adopt ordinances and a building code consistent with the Uniform Building Code, 1988 edition, as promulgated by the International Conference of Building Officials; and,

**WHEREAS**, the 2018 Edition of the International Building Codes and the 2017 National Electrical Code are consistent with the Uniform Building Codes, 1988 edition, as promulgated by the International Code Council and the National Fire Protection Association.

**NOW, THEREFORE, BE IT ORDAINED,** by the Board of County Commissioners, County of Adams, State of Colorado, that the 2012 Editions of the International Building Codes and the 2014 Edition of the National Electrical Code as adopted in Ordinance No. 14 be repealed and Ordinance No. 12, the 2018 Edition of the International Building Codes and the 2017 Edition of the National Electrical Code, with certain amendments thereto, the full text of which is available at the Adams County Building Safety Division, and which is fully incorporated herein by this reference, be enacted and adopted.

**BE IT FURTHER ORDAINED** by the Board of County Commissioners, County of Adams, State of Colorado, that:

Section 1. ADOPTION

The Board of County Commissioners of Adams County hereby adopts, by reference, the International Building Codes, 2018 editions, and the National Electrical Code, 2017 edition, with amendments and definitions as described in Section 4, including the following appendices: Appendix C, Group U Agriculture Buildings, and Appendix I, Patio Covers, from the 2018 International Building Code; Appendix A, Sizing and Capacities of Gas Piping, Appendix E, Manufactured Housing Used as Dwellings, <a href="Appendix F Radon Control Methods">Appendix E</a>, Appendix H, Patio Covers, Appendix L, Permit Fees, and Appendix M, Home Daycare R-3 occupancies, from the 2018 International Residential Code.

#### Section 2. CODE DESCRIBED

The International Building Codes, 2018 editions, are published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, Illinois.

The National Electrical Code, 2017 edition, as published by the National Fire Protection Association, One Batterymarch Park, Quincy, Massachusetts.

#### Section 3. APPLICABILITY

Pursuant to \$30-28-201, et seq., C.R.S., this Ordinance shall apply to all of the unincorporated areas of Adams County and shall not be embraced within the limits of any incorporated city or town. The provisions of this Ordinance shall not overrule or otherwise restrict the authority of the Board of County Commissioners or any other applicable official of Adams County in authorizing land uses or otherwise acting under the authority of any other adopted codes or regulations of Adams County, or enforcing the provisions thereof.

#### **Section 4. AMENDMENTS**

#### (1) The following definitions shall be adopted and apply to all Adams County building codes:

Abandon or abandoned means the desertion of a building, structure or utility and when all utilities are disconnected and/or the building, structure or utility is left to the mercy of vandalism, dilapidation and deterioration and creates a fire hazard, an unsafe condition or a nuisance.

Authority having Jurisdiction [AHJ] means Adams County, or Adams County Building Safety Division.

Attached means if connected to the principal building or structure, not less than fifty percent of the applicable wall shall be common.

*Building Department* means one and the same in all respects as the Building Safety Division as used in this chapter and elsewhere in County communications and documents, and the two phrases shall be used interchangeably.

*Building Permit* means the official County document authorizing construction activity under the primary and secondary codes.

Dangerous Building Code when used herein refers to the latest edition of the Property Maintenance Code as published by the International Code Council.

*Deterioration*, as applied to buildings, structures, equipment and materials, includes corrosion, decay, wear and tear through abuse, obsolescence, effects of the elements, fire damage, lack of maintenance or by any other cause and also includes fatigue due to overstressing, disintegration of the component parts of a building, structure and equipment and the separation of materials and structural parts.

*Health Department* means the Tri-County Health Department designated as the County's health department.

*Homeowner* shall mean the individual shown as having record title of any building or structure as shown in the official records of the Adams County Clerk and Recorder.

*IBC* means the latest edition of the International Building Code, as published by the International Code Council.

*IEBC* means the latest edition of the International Existing Building Code, as published by the International Code Council.

*IECC* means the latest edition of the International Energy Conservation Code, as published by the International Code Council.

*IFC* means the latest edition of the International Fire Code, as published by the International Code Council.

*IFGC* means the latest edition of the International Fuel Gas Code, as published by the International Code Council.

*IMC* means the latest edition of the International Mechanical Code, as published by the International Code Council.

*IPC* means the latest edition of the International Plumbing Code, as published by the International Code Council.

*IRC* means the latest edition of the International Residential Code, as published by the International Code Council.

*ISPSC* means the latest edition of the International Swimming Pool and Spa Code, as published by the International Code Council.

*NEC* means the latest edition of the National Electric Code, as published by the National Fire Protection Association.

*IPMC* means the latest edition of the International Property Maintenance Code, as published by the International Code Council.

*Principle Residence* shall mean, for an individual, the residence as determined by the address given by the individual and shall be the location where the individual(s) habitation is fixed and to which that individual, whenever absent, has the present intention of returning after departure or absence regardless of the duration of such absence. In determining Principle Residence, the following circumstances shall be considered: voter registration address, motor vehicle registration address (as applicable), and or the address given for state income tax purposes

#### (2) Amendments to the 2018 International Building Code

#### (a) CHAPTER 1 SCOPE AND ADMINISTRATION

**101.1 Title.** These regulations shall be known as the *Building Code* of <u>Adams County</u> [NAME OF JURISDICTION], hereinafter referred to as "this code."

#### 105.2 Work exempt from Building Permit

#### **Buildings/structures:**

- 2. Fences not over <u>42" (1067 mm)</u> <del>7 feet (2134 mm)</del> high.
- 14. Replacement of asphalt shingles when over the aggregate roof area there *is* less than one square of replacement or repair.

#### (b) CHAPTER 15 ROOF ASSEMBLIES AND ROOFTOP STRUCTURES

**1511.1 General.** Materials and methods of application used for recovering or replacing an existing roof covering shall comply with the requirements of Chapter 15.

#### **Exceptions:**

- 1. Roof replacement or roof recover of existing lowslope roof coverings shall not be required to meet the minimum design slope requirement of one-quarter unit vertical in 12 units horizontal (2-percent slope) in Section 1507 for roofs that provide positive roof drainage and have been evaluated by a registered design professional for the increase in loading due to potential ponding of water.
- 2. Recovering or replacing an existing roof covering shall not be required to meet the requirement for secondary (emergency overflow) drains or scuppers in Section 1503.4 for roofs that provide for positive roof drainage. For the purposes of this exception, existing secondary drainage or scupper systems required in accordance with this code shall not be removed unless they are replaced by secondary drains or scuppers designed and installed in accordance with Section 1503.4.
- 1511.1.1 Extent of replacement. When more than one square of asphalt shingles are required to be replaced over the aggregate area of any slope, the entire slope containing damaged shingles shall be replaced in its entirety. The interface of different types of shingles shall only occur at a ridge, hip or open valley.
- **1511.3.1 Roof recover.** The installation of a new roof covering over an existing roof covering shall be permitted where any of the following conditions occur:
- 1. Where the new roof covering is installed in accordance with the roof covering manufacturer's approved instructions.
- 2. Complete and separate roofing systems, such as standing-seam metal roof panel systems, that are designed to transmit the roof loads directly to the building's structural system and that do not

rely on existing roofs and roof coverings for support, shall not require the removal of existing roof coverings.

- 3. Metal panel, metal shingle and concrete and clay tile roof coverings shall be permitted to be installed over existing wood shake roofs when applied in accordance with Section 1511.4.

  4. The application of a new protective roof coating over an existing protective roof coating, metal roof panel, built-up roof, spray polyurethane foam roofing system, metal roof shingles, mineral-surfaced roll roofing, modified bitumen roofing or thermoset and thermoplastic single-ply roofing shall be permitted without tear off of existing roof coverings.
- **1511.3.1.1 Exceptions:** A roof recover shall not be permitted where any of the following conditions occur:
- 1. Where the existing roof or roof covering is water soaked or has deteriorated to the point that the existing roof or roof covering is not adequate as a base for additional roofing.
- 2. Where the existing roof covering is wood shake, slate, clay, cement or asbestos cement tile.
- 3. Where the existing roof has two or more than one application of any type of roof covering.

#### (c) CHAPTER 16 STRUCTURAL DESIGN

- **1608.1 General.** Design snow loads shall be determined in accordance with Chapter 7 of ASCE 7, but the design roof load shall not be less than 30 pounds per square foot (2.787 m2) or that determined by Section 1607.
- 1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in a report entitled "The Flood Insurance Study for Adams County and Incorporated Areas (Vol. 1. 2. 3) [INSERT NAME OF JURISDICTION] "dated February 17, 2017 [INSERT DATE OF ISSUANCE], as amended or revised with the accompanying Flood Insurance Rate Map FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

#### (d) CHAPTER 18 SOILS AND FOUNDATIONS

- **1809.5 Frost Protection.** Except where otherwise protected from frost, foundations and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:
- 1. Extending 6 inches (152 mm) below the frost line. of the locality.
- 2. Constructing in accordance with ASCE 32.
- 3. Erecting on solid rock.

#### (3) Amendments to the 2018 International Residential Code

#### (a) CHAPTER 1 ADMINISTRATION

**R10l.1 Title.** These provisions shall be known as the *Residential Code for One- and Two-family Dwellings* of Adams County [NAME OF JURISDICTION], and shall be cited as such and will be referred to herein as "this code."

**R102.7 Existing structures.** The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this Code, the *International Existing Building Code* and *International Property Maintenance Code* or the *International Fire Code*, or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

#### **Rl05.2 Work Exempt from Building Permit**

Buildings/structures:

- 2. Fences not over 42" (1067 mm) 7 feet (2134 mm) high.
- 11. Replacement of asphalt shingle when over the aggregate roof area there is less than one square of repair or replacement.

#### (b) CHAPTER 3 BUILDING PLANNING

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

| GROUND                | 15 - 5                      | WIN                              | D DESIGN                         |                                       | SEISMIC SUBJECT TO DAMAGE |                   | TO DAMAGE FROM WINTER            |                       | ICE BARRIER FLOOD            |                                       | AIR MEAN |                        |                             |
|-----------------------|-----------------------------|----------------------------------|----------------------------------|---------------------------------------|---------------------------|-------------------|----------------------------------|-----------------------|------------------------------|---------------------------------------|----------|------------------------|-----------------------------|
| SNOW<br>LOAD°         | Speed <sup>d</sup><br>(mph) | Topographic effects <sup>k</sup> | Special wind region <sup>1</sup> | Windborne<br>debris zone <sup>™</sup> | DESIGN<br>CATEGORY        | Weathering        | Frost line<br>depth <sup>b</sup> | Termite <sup>c</sup>  | DESIGN<br>TEMP°              | UNDERLAYMENT<br>REQUIRED <sup>h</sup> | HAZARDS  | FREEZING<br>INDEX      | ANNUAL<br>TEMP <sup>i</sup> |
| 30                    | 115                         | NO                               | NO                               | NO                                    | В                         | SEVERE            | 36"                              | Slight to<br>Moderate | 1                            | NO                                    | 2017     | 1500                   | 50.2                        |
| 1                     |                             |                                  | A 4.8                            | 7 1997                                | 100                       | MANUAL J DE       | SIGN CRITER                      | RIAn                  |                              |                                       |          |                        |                             |
| Elevation             |                             |                                  | Lattitude                        | Winter heating                        |                           | mmer<br>oling     | Altitude correction fa           | 77 3                  | Indoor design<br>temperature | Design<br>temperature                 |          | Heating tem<br>differe |                             |
| 5,2                   | 220'                        |                                  | 39.8666505 N                     | 6                                     | - I                       | 90                | .82                              |                       | 70                           | 75                                    |          | 64                     |                             |
| Cooling<br>temperatur | re differen                 | ice                              | Wind<br>velocity heating         | Wind veloc<br>cooling                 |                           | ncident<br>t bulb | Daily range                      |                       | Winter<br>humidity           | Summe<br>humidi                       |          |                        |                             |
| 15                    |                             |                                  | 15                               | 7.5                                   | 60                        | 0                 | Н                                |                       | 30%                          | 50%                                   |          |                        |                             |

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

#### (c) CHAPTER 4 FOUNDATIONS

**R403.1 General.** All exterior walls shall be supported on continuous solid or fully grouted masonry or concrete footings, crushed stone footings, wood foundations, or other *approved* structural systems that shall be of sufficient design to accommodate all loads according to Section R301 and to transmit the resulting loads to the soil within the limitations as determined from the character of the soil. Footings shall be supported on undisturbed natural soils or engineered fill. Concrete footing shall be designed and constructed in accordance with the provisions of Section R403 or in accordance with ACI 332.

**Exception:** Pre-manufactured one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m2) may be supported on skids incorporated into the floor system. These structures shall be anchored to the ground with approved materials to resist all applicable loads.

- **R403.1.4.1 Frost protection.** Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:
- 1. Extended 6 inches (152 mm) below the frost line specified in Table R301.2.(1);

#### (d) CHAPTER 9 ROOF ASSEMBLIES

- **R905.2.4 Asphalt shingles.** Asphalt shingles shall comply with ASTM D3462. <u>Asphalt shingles shall be approved and carry a manufacturer's national wind warranty for the wind speed indicated in table R301.2 (1).</u>
- **R908.1** General. Materials and methods of application used for re-covering or replacing an existing roof covering shall comply with the requirements of Chapter 9.

#### **Exceptions:**

- 1. Reroofing shall not be required to meet the minimum design slope requirement of one-quarter unit vertical in 12 units horizontal (2-percent slope) in Section R905 for roofs that provide positive roof drainage and have been evaluated by a registered design professional for the increase in loading due to potential ponding of water.
- 2. For roofs that provide positive drainage, re-covering or replacing an existing roof covering shall not require the secondary (emergency overflow) drains or scuppers of Section R903.4.1 to be added to an existing roof.
- **R908.3.1.1 Roof recover not allowed.** A *roof recover* shall not be permitted where any of the following conditions occur:
- 1. Where the existing roof or roof covering is water soaked or has deteriorated to the point that the existing roof or roof covering is not adequate as a base for additional roofing.
- 2. Where the existing roof covering is slate, clay, cement or asbestos cement tile.
- 3. Where the existing roof has two or more than one applications of any type of roof covering.
- R908.3.1.1.2 Extent of replacement. When more than one square of asphalt shingles are required to be replaced over the aggregate area of any slope the entire slope containing damaged shingles shall be replaced in its entirety. The interface of different types of shingles shall only occur at a ridge, hip or open valley.

#### (e) CHAPTER 24 FUEL GAS

G2414.10.6 Welded joints. Welded joints shall be performed by a person holding a valid certificate of competency based on the requirements of the ANSI/ASME Boiler and Pressure Vessel Code, Section IX, Brazing and Welding Qualifications. Welded joints shall comply with ASTM 139.

**G2415.12** (**404.12**) **Minimum burial depth**. Underground *piping systems* shall be installed a minimum depth of 12 inches (305 mm) below grade, except as provided for in Section G2415.12.1. <u>Underground plastic piping systems shall be installed a minimum depth of 18 inches</u> (457 mm) below grade.

**G2417.4.1** (**406.4.1**) **Test pressure.** The test pressure to be used shall be not less than  $1\frac{1}{2}$  times the proposed maximum working pressure, but not less than 320 psig (2030 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the *piping* greater than 50 percent of the specified minimum yield strength of the pipe.

#### (f) CHAPTER 25 PLUMBING ADMINISTRATION

**P2503.5.1 Rough plumbing.** DWV systems shall be tested on completion of the rough piping installation by water or, for piping systems other than plastic, by air, without evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough-in piping has been installed, as follows:

- 1. Water test. Each section shall be filled with water to a point not less than 5 feet (1524 mm) above the highest fitting connection in that section, or to the highest point in the completed system. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.
- 2. Air test. The portion under test shall be maintained at a gauge pressure of 5 pounds per square inch (psi) (34 kPa) or 10 inches of mercury column (34 kPa). This pressure shall be held without introduction of additional air for a period of 15 minutes.

P2503.6 Shower liner test. Where shower floors and receptors are made water tight by the application of materials required by Section P2709.2, the completed liner installation shall be tested. The pipe from the shower drain shall be plugged water tight for the test. The floor and receptor area shall be filled with potable water to a depth of not less than 2 inches (51 mm) measured at the threshold. Where a threshold of not less than 2 inches (51 mm) in height does not exist, a temporary threshold shall be constructed to retain the test water in the lined floor or receptor area to a level not less than 2 inches (51 mm) in depth measured at the threshold. The water shall be retained for a test period of not less than 15 minutes and there shall not be evidence of leakage.

**P2503.7 Water-supply system testing.** Upon completion of the water-supply system or a section of it, the system or portion completed shall be tested and proved tight under a water pressure of not less than the working pressure of the system or, for piping systems other than plastie, by an air test of not less than 50 psi (345 kPa). This pressure shall be held for not less than 15 minutes. The water used for tests shall be obtained from a potable water source.

**Exception:** For PEX piping systems, testing with a compressed gas shall be an alternative to hydrostatic testing where compressed air or other gas pressure testing is specifically authorized by the manufacturer's instructions for the PEX pipe and fittings products installed at the time the system is being tested, and compressed air or other gas testing is not otherwise prohibited by applicable codes, laws or regulations outside of this code.

**P2503.8.2 Testing.** Reduced pressure principle, double check, double check detector and pressure vacuum breaker backflow preventer assemblies shall be tested at the time of installation, immediately after repairs or relocation and every year thereafter.

#### (g) CHAPTER 26 GENERAL PLUMBING REQUIREMENTS

**P2601.2 Connections to drainage system.** Plumbing fixtures, drains, appurtenances and appliances used to receive or discharge liquid wastes or sewage shall be directly connected to the sanitary drainage system of the building or premises, in accordance with the requirements of this code. This section shall not be construed to prevent indirect waste connections where required by the code.

**Exception:** Bathtubs, showers, lavatories, clothes washers and laundry trays shall not be required to discharge to the sanitary drainage system where such fixtures discharge to systems complying with Sections P2910 and P2911.

**P2603.3 Protection against corrosion.** Metallie Piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or masonry. Metallie Piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing material thickness shall be not less than 0.008 inch (8 mil) (0.203 mm) and shall be made of plastic. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

**P2603.5 Freezing**. In localities having a winter design temperature of 32°F (0°C) or lower as shown in Table R301.2 (1) of this code, a water, soil or waste pipe shall not be installed outside of a building, in exterior walls, in *attics* or crawl spaces, or in any other place subjected to freezing temperature unless adequate provision is made to protect it from freezing by insulation or heat or both. Water service pipe shall be installed not less than 48 inches (1219 mm) below finish grade 12 inches (3 05 mm) deep and not less than 6 inches (152 mm) below the frost line.

P2603.5.1 Sewer depth. *Building sewers* that connect to private sewage disposal systems shall be a not less than [NUMBER] inches (mm) below finished *grade* at the point of septic tank connection. *Building sewers* shall be not less than 12 [NUMBER] inches (305 mm) below *grade*.

#### (h) CHAPTER 27 PLUMBING FIXTURES

**P2705.1 General.** The installation of fixtures shall conform to the following:

- 1. Floor-outlet or floor-mounted fixtures shall be secured to the drainage connection and to the floor, where so designed, by screws, bolts, washers, nuts and similar fasteners of copper, copper alloy or other corrosion-resistant material.
- 2. Wall-hung fixtures shall be rigidly supported so that strain is not transmitted to the plumbing system.
- 3. Where fixtures come in contact with walls and floors, the contact area shall be water tight.
- 4. Plumbing fixtures shall be usable.
- 5. Water closets, lavatories and bidets. A water closet, lavatory or bidet shall not be set closer than 15 inches (381 mm) from its center to any side wall, partition or vanity or closer than 30 inches (762 mm) center-to-center between adjacent fixtures. There shall be a clearance of not less than 21 inches (533 mm) in front of a water closet, lavatory or bidet to any wall, fixture or door.
- 6. The location of piping, fixtures or equipment shall not interfere with the operation of windows or doors.
- 7. In flood hazard areas as established by Table R301.2 (1), plumbing fixtures shall be located or installed in accordance with Section R322.1.6.

8. Integral fixture-fitting mounting surfaces on manufactured plumbing fixtures or plumbing fixtures constructed on site, shall meet the design requirements of ASME A112.19.2/CSA B45.1 or ASME A112.19.3/CSA B45.4.

**Exception**: Lavatory clearance from its center to any sidewall or partition may be reduced to a minimum of 12 inches.

**P2708.3** Water supply riser. Water supply risers from the shower valve to the shower head outlet, whether exposed or concealed, shall be attached to the structure using support devices designed for use with the specific piping material or fittings anchored with screws. The rough-in height shall be not less than 75 inches (1.905 mm) above the shower or tub drain.

<u>P2708.6 Shower head location</u>. Shower heads shall be so located on the sidewall of shower compartments or be arranged so the shower head does not discharge directly at the entrance to the compartment and the bather can adjust the valve prior to stepping into the shower spray.

**P2717.2.1 Dishwasher drain.** Dishwashers may drain into a standpipe complying with Section P2706.1.2. The standpipe shall be provided with an air break.

#### (i) Part VIII- Electrical

Delete chapters 34-43 (Electrical Provisions shall follow the NEC requirements)

#### (4) Amendments to the 2012 International Plumbing Code

#### (a) CHAPTER 1 SCOPE AND ADMINISTRATION

**101.1 Title**. These regulations shall be known as the *Plumbing Code* of <u>Adams County</u> [NAME OF JURISDICTION], hereinafter referred to as "this code."

#### (b) CHAPTER 2 DEFINITIONS

<u>Trap drain.</u> The portion of horizontal piping between the weir of a trap and the point where it intersects with the vent serving that same trap (trap arm).

#### (c) CHAPTER 3 GENERAL REGULATIONS

**305.4 Freezing.** Water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperatures unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. Exterior water supply system piping shall be installed not less than 48 inches (1219 mm) below finish grade. 6 inches (152 mm) below the frost line and not less than 12 inches (305 mm) below grade.

**305.4.1 Sewer depth**. Building sewers that connect to private sewage disposal systems shall be installed not less than [NUMBER] inches (mm) below' finished *grade* at the point of septic tank connection. Building sewers shall be installed not less than 12 [NUMBER] inches (305 mm) below grade.

**308.5 Interval of support.** Pipe shall be supported in accordance with Table 308.5. <u>Hanger support rods shall be sized in accordance with Table 308.5.1</u>

| Table 308.5.1 Hanger Rod Size |          |  |  |  |
|-------------------------------|----------|--|--|--|
| Pipe and Tube Size            | Rod Size |  |  |  |
| 1/2" – 4"                     | 3/8"     |  |  |  |
| 5" – 8"                       | 1/2"     |  |  |  |
| 10" – 12"                     | 5/8"     |  |  |  |

- **308.7.1 Location.** For pipe sizes greater than 4 inches (102 mm), restraints shall be provided for drain pipes <u>utilizing mechanical joints</u> at all changes in direction and at all changes in diameter greater than two pipe sizes. Braces, blocks, rodding and other suitable methods as specified by the coupling manufacturer shall be utilized.
- **312.1 Required tests**. The permit holder shall make the applicable tests prescribed in Sections 312.2 through 312.10 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the plumbing work is ready for tests. The equipment, material, power and labor necessary for the inspection and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests. All plumbing system piping shall be tested with either water or, for piping system other than plastic, by air. After the plumbing fixtures have been set and their traps filled with water, the entire drainage system shall be submitted to final tests. The code official shall require the removal of any cleanouts if necessary to ascertain whether the pressure has reached all parts of the system.
- **312.3 Drainage and vent air test.** Plastic piping shall not be tested using air. An air test shall be made by forcing air into the system until there is a uniform gauge pressure of 5 psi (35.4 kPa) or sufficient to balance a 10 inch (254 mm)column of mercury. This pressure shall be held for a test period of not less than 15 minutes. Any adjustments to the test pressure required because of changes in ambient temperature or the seating of gaskets shall be made prior to the beginning of the test period.
- 312.9 Shower liner test. Where shower floors and receptors are made water tight by the application of materials required by Section 421.5.2, the completed liner installation shall be tested. The pipe from the shower drain shall be plugged water tight for the test. The floor receptor area shall be filled with potable water to a depth of not less than 2" inch (51 mm) measured at the threshold. Where a threshold of 2 inches (51 mm) or higher does not exist, a temporary threshold shall be constructed to retain the test water in the lined floor or receptor area to a level not less than 2" (51 mm) deep measured at the threshold. The water shall be retained for a test period of not less than 15 minutes, and there shall not be evidence of leakage.
- 312.10.1 Inspections. Annual inspections shall be made of all backflow prevention assemblies and air gaps to determine whether the assemblies are operable and air gaps exist.
- **312.10.2 Testing.** Reduced pressure principle, double check, pressure vacuum breaker, reduced pressure detector fire protection, double check detector fire protection, and spill-resistant vacuum breaker backflow preventer assemblies and hose connection backflow preventers shall be tested at the time of installation, immediately after repairs or relocation and at least annually <u>by a certified cross connection control technician.</u> The testing procedure shall be performed in <u>its entirety</u> in accordance with one of the following standards: ASSE 5013, ASSE 5015, ASSE 5020, ASSE 5047, ASSE 5048, ASSE 5052, ASSE 5056, CSA B64.10 or CSA B64.10.1.

#### (d) CHAPTER 4 FIXTURES, FAUCETS AND FIXTURE FITTINGS

- **403.1 Minimum number of fixtures.** Plumbing fixtures shall be provided in the minimum number shown in Table 403.1, based on the actual use of the building or space. Uses not shown in Table 403.1 shall be considered individually by the code official. The number of occupants shall be determined by the International Building Code. <u>Lavatories to water closet or urinal ratios in accordance</u> with Table 403.1 shall be maintained in all restrooms.
- **405.3.2 Public Lavatories.** In employee and public toilet rooms, the required lavatory shall be located in the same room as the required water closet.

Exception: In E occupancies, lavatories located outside a toilet room located within the classroom serving students from that classroom only shall be permitted. These toilet rooms and lavatories shall not count toward the total fixture count required by Table 403.1.

- **421.2 Water supply riser**. Water supply risers from the shower valve to the shower head outlet, whether exposed or concealed, shall be attached to the structure. The attachment to the structure shall be made by the use of support devices designed for use with the specific piping material or by fittings anchored with screws. The rough-in height shall be not less than 75 inches (1.905 mm) above the shower or tub drain.
- <u>421.2.1 Shower head location.</u> Shower heads shall be located on the sidewall of shower compartments or be arranged so the shower head does not discharge directly at the entrance to the compartment and the bather can adjust the valve prior to stepping into the shower spray.
- **421.2.1.2 Shower valve location**. A shower or tub /shower control valve shall be installed only where the spout and/or shower head discharges into an approved tub or shower compartment.

**Exception:** Emergency showers.

**425.3 Water closet seats.** Water closets shall be equipped with seats of smooth, non absorbent material. Seats of water closets provided for public or employee toilet facilities shall be hinged open-front type. Integral water closet seats shall be of the same material as the fixture. Water closet seats shall be sized for the water closet bowl type.

Exception: Water closets installed in public restrooms for the purpose of complying with accessible fixtures as required by Section 404 fitted with the "AXS-Wingman Universal Design Water Closet Seat" having a closed front are permitted.

#### (e) CHAPTER 5 WATER HEATERS

<u>504.6.1. Collection of Relief Valve Discharge.</u> A means shall be provided to capture the discharge from a relief valve and convey it to the sanitary drainage system or exterior of the structure either by gravity or a pumped discharge.

#### **Exceptions:**

- 1. Replacements for existing water heaters.
- 2. Where a water sensing device wired to a normally closed solenoid valve installed in the water service piping is placed within the water heater drain pan.
- **504.6.1.1 Pumped discharge of relief valve collection.** Pumps used to discharge the clear water collection of relief valves shall have an operating temperature equal to or exceeding that of the

relief valve discharge temperature and shall have a gpm rating equal to or greater than the discharge of the relief valve.

#### (f) CHAPTER 6 WATER SUPPLY AND DISTIBUTION

**605.15.2 Solvent cementing.** Joint surfaces shall be clean and free from moisture, and an approved primer shall be applied. Solvent cement, orange in color, and conforming to ASTM F493, shall be applied to joint surfaces. The joint shall be made while cement is wet, in accordance with ASTM D2846 or ASTM F493. Solvent cement joints shall be permitted above or below ground.

**Exception:** A primer is not required where all of the following conditions apply: 1. The solvent cement used is a third party certified as conforming to ASTM F493.

- 2. The solvent cement used is yellow in color.
- 3. The solvent cement is used only for joining ½ inch (12.7 mm) through 2 inch-diameter (51 mm) CVPC/AL/CPVC pipe and CPVC fittings.
- 4. The CVPC fittings are manufactured in accordance with ASTM D2846.

<u>608.17.11 Connection to graywater system.</u> The potable water system connection to a graywater system must be protected against backflow by an air gap or reduced pressure principle backflow prevention assembly.

#### (g) CHAPTER 7 SANITARY DRAINAGE

**705.10.2 Solvent cementing.** Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F656 shall be applied. Solvent cement not purple in color and conforming to ASTM D2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D2855. Solvent cement joints shall be permitted above or below ground.

**Exception:** A primer is not required where both of the following conditions apply:

- 1. The solvent cement used is third-party certified as conforming to ASTM D2564.
- 2. The solvent cement is used only for joining PVC drain, waste and vent pipe and fittings in nonpressure applications in sizes up to and including 4 inches (102 mm) in diameter.

#### (h) CHAPTER 8 INDIRECT/SPECIAL WASTE

**802.1.6 Commercial dishwashing machines.** The discharge from a commercial dishwashing machine shall be through an *air gap* or *air break* into a waste receptor in accordance with Section 802.3.

**Exception**: Domestic dishwashing machines may be connected to a separately trapped stand pipe provided with an air break.

#### (i) CHAPTER 9 VENTS

**903.1 Roof extension**. Open vent pipes that extend through a roof shall be terminated not less than <u>6 inches (152 mm)</u> [NUMBER] above the roof, except that where a roof is to be used for any

purpose other than weather protection, the vent extensions shall terminate not less than 7 feet (2134 mm) above the roof.

- 903.2 Frost closure. Where the 97.5 percent value for outdoor design temperature is 0°F (-18°C) or less, vent extensions through a roof or wall shall be not less than 3 inches (76mm) in diameter. Any increase in the size of the vent shall be made not less than 1 foot (305 mm) inside the thermal envelope of the building.
- **912.1 Horizontal wet vent permitted.** Any combination of fixtures within two *bathroom groups* located on the same floor level is permitted to be vented by a horizontal wet vent. The wet vent shall be considered to be the vent for the fixtures and shall extend from the connection of the dry vent along the direction of the flow in the drain pipe to the most downstream *fixture drain* connection to the *horizontal branch drain*. Each wet-vented *fixture drain* shall connect independently to the horizontal wet vent. Only the fixtures within the *bathroom groups* shall connect to the wet-vented *horizontal branch drain*. Any additional fixtures shall discharge downstream of the horizontal wet vent.

**Exception**: Fixtures other than those considered to be bathroom group fixtures, of equivalent drainage fixture units, may be included in the wet vented section provided the total number of drainage fixture units does not exceed the total number included in two bathroom groups.

**918.7 Vent required**. Within each plumbing system, not less than one stack vent or vent stack shall extend outdoors to the open air. <u>Individual tenant spaces within a multi-unit building shall have not less than one stack vent or vent stack that extends outdoors to the open air.</u>

#### (j) CHAPTER 10 TRAPS, INTERCEPTORS AND SEPARATORS

**1002.1 Fixture traps.** Each plumbing fixture shall be separately trapped by a liquid-seal trap, except as otherwise permitted by this code. The vertical distance from the fixture outlet to the trap weir shall not exceed 24 inches (610 mm), and the horizontal distance shall not exceed 30 inches (610 mm) measured from the centerline of the fixture outlet to the centerline of the inlet of the trap. The height of a clothes washer standpipe above a trap shall conform to Section 802.3.3. A fixture shall not be double trapped.

#### **Exceptions:**

- 1. This section shall not apply to fixtures with integral traps.
- 2. A combination plumbing fixture is permitted to be installed on one trap, provided that one compartment is not more than 6 inches (152 mm) deeper than the other compartment and the waste outlets are not more than 30 inches (762 mm) apart.
- 3. A grease interceptor intended to serve as a fixture trap in accordance with the manufacturer's installation instructions shall be permitted to serve as the trap for a single fixture or a combination sink of not more than three compartments where the vertical distance from the fixture outlet to the inlet of the interceptor does not exceed 30 inches (762 mm) and the *developed length* of the waste pipe from the most upstream fixture outlet to the inlet of the interceptor does not exceed 60 inches (1524 mm).
- 4. Floor drains in multilevel parking structures that discharge to a building storm *sewer* shall not be required to be individually trapped. Where floor drains in multilevel parking structures are required to discharge to a combined *building sewer* system, the floor drains shall not be required

to be individually trapped provided that they are connected to a main trap in accordance with Section 1103.1.

5. Trench and floor drains connected to a sand oil interceptor need not be individually trapped provided the drain piping from the trench or floor drains is turned down after entering the interceptor so the discharge point is a minimum of 4 inches below the standing water level of the interceptor.

**1003.1** Where required. Interceptors and separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the public sewer, the private sewage system or the sewage treatment plant or processes.

Exception: Where special regulations exist by the local waste water and/or sanitation district into which the grease trap or interceptor effluent is transported and/or treated. These regulations may supersede this requirement.

#### (k) CHAPTER 11 STORM DRAINAGE

**1101.3 Prohibited drainage.** Storm water shall not be drained into *sewers* intended for sewage only. Storm water from roof drains shall not discharge over public walkways.

**Exception**: Secondary drains.

(This figure is typical only, not a schematic)

WYE FITTING INSTALLED AS SHOWN TO PROVIDE OVERFLOW.

WHEN STATUS SHOWN GRAYWATER EFLUENT TO SANITARY SEWER.

GRAYWATER OVERFLOW LINE TO SANITARY SEWER.

GRAYWATER OVERFLOW LINE TO SANITARY SEWER.

GRAYWATER CFLUENT LINE BECEVINGS

GRAYWATER OVERFLOW LINE TO SANITARY SEWER.

GRAYWATER OVERFLOW LINE TO SANITARY SEWER.

TO SUBSURINAGE

GRAY WATER

OVERFLOW

TO SUBSURINAGE

OVERFLOW

TO SUBSURINAGE

OVERFLOW

TO SUBSURINAGE

OVERFLOW

TO SUBSURINAGE

SYSTEM

FRESSURE GAGE

NOTIFY VALVE

SINT OFF VALVE

TO SANITARY SEWER

SOUTHES WASHES,
AND LAUNDRY TRAYS

SINT OFF VALVE

TO SANITARY SEWER

SINT OFF VALVE

TO SANITARY SEWER

TO

1301.4 Typical Graywater Collection System

#### (I) CHAPTER 13 NONPOTABLE WATER SYSTEMS

**1301.9.6 Overflow.** The storage tank shall be equipped with an overflow pipe having a diameter not less than that shown in Table 606.5.4. The overflow pipe shall be protected from insects or vermin. The overflow drain shall not be equipped with a shutoff valve and shall discharge into the sanitary sewer either directly or indirectly with a trap in the drain line to keep odors from escaping the tank. A cleanout shall be provided on each overflow pipe in accordance with Section 708.

**1301.9.9 Draining of tanks** Delete the text "shall discharge as required for overflow pipes and". Replace it with: shall discharge into the sanitary sewer either directly or indirectly with a trap in the drain line to keep odors from escaping the tank

1301.11 Trenching requirements for nonpotable water piping. Nonpotable water collection and distribution piping and reclaimed water piping shall be separated from the *building sewer* and potable water piping underground by 5 feet (1524 mm) of undisturbed or compacted earth. Nonpotable water collection and distribution piping shall not belocated in, under or above cesspools, septic tanks, septic tank drainage fields or seepage pits. Buried nonpotable water piping shall comply with the requirements of Section 306.

#### **Exceptions:**

- 1. The required separation distance shall not apply where the bottom of the nonpotable water pipe within 5 feet (1524 mm) of the *sewer* is not less than 12 inches (305 mm) above the top of the highest point of the *sewer* and the pipe materials conform to Table 702.3.
- 2. The required separation distance shall not apply where the bottom of the potable water service pipe within 5 feet (1524 mm) of the nonpotable water pipe is not less than 12 inches (305 mm) above the top of the highest point of the nonpotable water pipe and the pipe materials comply with the requirements of Table 605.4.
- 1301.12 Outdoor outlet access. Sillcocks, hose bibbs, wall hydrants, yard hydrants and other outdoor outlets supplied by nonpotable water shall be located in a locked vault or shall be operable only by means of a removable key.
- **1302.1 General.** The provisions of ASTM E2635 and Section 1302 shall govern the construction, installation, alteration and repair of on-site nonpotable water reuse systems for the collection, storage, treatment and distribution of on-site sources of nonpotable water as permitted by the jurisdiction. All plumbing systems utilizing nonpotable water reuse systems shall have a double check valve installed at the water service entrance immediately downstream of the building water service shut off valve.
- **1302.5 Filtration.** Untreated water collected for reuse shall be filtered as required for the intended end use. Filters shall be provided with *access* for inspection and maintenance. Filters shall utilize a pressure gauge or other *approved* method to provide indication when a filter requires servicing or replacement. Filters shall be installed with shutoff valves immediately upstream and downstream to allow for isolation during maintenance. <u>Graywater used for dispersed subsurface irrigation system requires a cartridge filter. The cartridge filter must be a minimum of 60 mesh located between the storage tank and the irrigation system.</u>
- **1302.6.1 Gray water used for fixture flushing.** Gray water used for flushing water closets and urinals shall be disinfected and treated by an on-site water reuse treatment system complying with NSF 350. <u>Graywater used for toilet and urinal flushing shall be dyed with blue or green food grade vegetable dye and be visibly distinct from potable water.</u>
- 1302.7.3 Overflow. Storage tank for on-site nonpotable systems must include an overflow line without a shut off valve. The overflow line shall be connected to the sanitary sewer either directly or indirectly. The overflow line must be the same or larger diameter line than the tank influent line. The overflow line connected indirectly must be trapped to prevent the escape of gas vapors from the tank
- 1302.7.4 Venting. Storage tank for on-site nonpotable systems must be vented. Indoor tanks must be vented to the atmosphere outside the building or connected to the plumbing vent system.

1302.7.5 Tank Drains. Storage tank for on-site nonpotable systems must include a valved drain. The drain shall be indirectly connected to the sanitary sewer. The tank drainline must be the same or larger diameter line than the tank influent line.

1302.8.1 Bypass valve. One three way diverter valve listed and labeled to NSF 50 or other approved device shall be installed on collection piping upstream of each storage tank, or drainfield, as applicable, to divert untreated on site reuse sources to the sanitary sewer to allow servicing and inspection of the system. Bypass valves shall be installed downstream of fixture traps and vent connections. Bypass valves shall be marked to indicate the direction of flow, connection and storage tank or drainfield connection. Bypass valves shall be provided with access that allows for removal. Two shutoff valves shall not be installed to serve as a bypass valve.

1302.8.1 System Bypass One three-way diverter valve listed and labeled to NSF 50 or other approved device shall be installed on collection piping upstream of any graywater treatment equipment, as applicable, to divert untreated on-site reuse sources to the sanitary sewer to allow servicing and inspection of the system. Bypass valves shall be installed downstream of fixture traps and vent connections. Bypass valves shall be marked to indicate the direction of flow, connection and storage tank or drainfield connection. Bypass valves shall be installed in accessible locations. Two shutoff valves shall not be installed to serve as a bypass valve. In addition to the bypass valve a series of drainage fittings shall be installed in the collection piping upstream of the bypass valve in a configuration that will allow the graywater from the plumbing fixtures to automatically flow directly into the sanitary sewer system in the event the filter or other parts of the collection system become clogged to the point of not allowing the effluent free flow through the system. The overflow line connected to the sanitary sewer shall be equipped with a backwater valve.

**Section 1303 Nonpotable rainwater collection and distribution systems** Delete in its entirety

**Chapter 14 Subsurface landscape irrigation systems**Delete in its entirety

- (5) Amendments to the 2018 International Mechanical Code
  - (a) CHAPTER 1 SCOPE AND ADMINISTRATION

101.1 Title. These regulations shall be known as the *Mechanical Code* of <u>Adams County [NAME OF JURISDICTION]</u>, hereinafter referred to as "this code."

- (6) Amendments to the 2018 International Fuel Gas Code
  - (a) CHAPTER 1 SCOPE AND ADMINISTRATION
    - **101.1 Title.** These regulations shall be known as the *Fuel Gas Code* of <u>Adams County</u> <del>[NAME OF JURISDICTION]</del>, hereinafter referred to as "this code."
    - **101.2.2 Piping systems.** These regulations cover *piping* systems for natural gas with an operating pressure of 125 pounds per square inch gauge (psig) (862 kPa gauge) or less, and for LP-gas with an operating pressure of 20 psig (140 kPa gauge) or less, except as provided in Section 402.7. Coverage shall extend from the *point of delivery* to the outlet of the *appliance* shutoff valves.

*Piping* system requirements shall include design, materials, components, fabrication, assembly, installation, testing, inspection, operation. and maintenance.

#### (b) CHAPTER 4 GAS PIPING INSTALLATIONS

- 403.10.6 Welded Joints. Welded joints shall be performed by a person holding a valid certificate of competency based on the requirements of the ANSI/ASME Boiler and Pressure Vessel Code, Section IX, Brazing and Welding Qualifications. Welded joints shall comply with ASTM 139.
- **404.12 Minimum burial depth**. Underground *piping systems* shall be installed a minimum depth of 12 inches (305 mm) below grade except as provided for in Section 404.12.1. <u>Underground</u> plastic piping systems shall be installed a minimum depth of 18 inches (457 mm) below grade.
- **406.1 General.** Prior to acceptance and initial operation, all *piping* installations shall be visually inspected and pressure tested to determine that the materials, design, fabrication and installation practices comply with the requirements of this code. <u>Inspection and pressure testing shall apply to temporary installations connected to a primary fuel gas source for the purpose of supplying temporary heat.</u>
- **406.4.1 Test pressure.** The test pressure to be used shall be not less than 1½ times the proposed maximum working pressure, but not less than 3 20 psig (20 30 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the *piping* greater than 50 percent of the specified minimum yield strength of the pipe.
- **408.4 Sediment trap.** Where a sediment trap is not incorporated as part of the appliance, a sediment trap shall be installed downstream of the appliance shutoff valve as close to the inlet of the appliance as practical. The sediment trap shall be either a tee fitting having a capped nipple of any length installed vertically in the bottommost opening of the tee as illustrated in Figure 408.4 or other device approved as an effective sediment trap. Illuminating appliances, ranges, clothes dryers, decorative vented appliances for installation in vented fireplaces, gas fireplaces and outdoor grills need not be so equipped.
- **409.5.3 Located at manifold.** Where the *appliance* shutoff valve is installed at a manifold, such shutoff valve shall be located within 50 feet (15 240 mm) of the *appliance* served and shall be readily accessible and permanently identified. The *piping* from the manifold to within 6 feet (1829 mm) of the *appliance* shall be designed, sized and installed in accordance with Sections 401 through 408.
- **409.6.1 Electric Solenoid Valve.** A remotely located electric solenoid emergency shutoff valve may be used for compliance to Section 409.6, when all the following requirements are met.
- 1. The emergency control shutoff "panic button" shall be readily accessible, located within the laboratory space served, adjacent to the egress door from the space and shall be identified by approved signage stating "Gas Shutoff".
- 2. The gas solenoid valve shall be a "normally closed" type valve with a manual reset

#### (7) Amendments to the 2018 International Energy Conservation Code

#### (a) [CE] CHAPTER 1 SCOPE AND ADMINISTRATION

**C101.1 Title.** This code shall be known as the *Energy Conservation Code* of <u>Adams County</u> [NAME OF JURISDICTION], and shall be cited as such. It is referred to herein as "this code."

C103.6.3 Systems operation control. Training shall be provided to those responsible for maintaining and operating equipment included in the manuals required by Section C103.6.2.

The training shall include:

- 1. Review of manuals and permanent certificate.
- 2. Hands on demonstration of all normal maintenance procedures, normal operating modes, and all emergency shutdown and startup procedures.
- 3. Training completion report.

#### (b) [CE] CHAPTER 4 COMMERCIAL ENERGY EFFICIENCY

- **C403.6.1 Variable air volume and multiple-zone systems.** Supply air systems serving multiple zones shall be variable air volume (VAV) systems that have zone controls configured to reduce the volume of air that is reheated, recooled or mixed in each zone to one of the following:
- 1. Twenty percent of the zone design peak supply for systems with <u>Direct Digital Control</u> (DDC) and 30 percent for other systems.
- 2. Systems with <u>Direct Digital Control</u> (DDC) where all of the following apply:
- 2.1. The airflow rate in the deadband between heating and cooling does not exceed 20 percent of the zone design peak supply rate or the zone design peak supply rate or higher allowed rates under Items 3, 4 and 5 of this section.
- 2.2. The first stage of heating modulates the zone supply air temperature setpoint up to a maximum setpoint while the airflow is maintained at the deadband flow rate.
- 2.3. The second stage of heating modulates the airflow rate from the deadband flow rate up to the heating maximum flow rate that is less than 50 percent of the zone design peak supply rate.

#### (c) [RE] CHAPTER 1 SCOPE AND ADMINISTRATION

**R101.1 Title.** This code shall be known as the *Energy Conservation Code* of <u>Adams County</u> [NAME OF JURISDICTION], and shall be cited as such. It is referred to herein as "this code."

#### (d) [RE] CHAPTER 4 RESIDENTIAL ENERGY EFFICENCY

**R402.4.1.2 Testing.** The *building* or dwelling unit shall be tested and verified as having an air leakage rate not exceeding five air changes per hour or <u>0.30 cubic feet per minute for multifamily units</u> and not exceeding three air changes per hour or <u>0.24 cubic feet per minute for all other residential buildings and dwelling units. in *Climate Zones* 1 and 2, and three air changes per hour in *Climate Zones* 3 through 8. Testing shall be conducted in accordance with RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of <u>0.2</u> inch w.g. (50 Pascals). Where required by the *code official*, testing shall be conducted by an *approved* third party. A written report of the results of the test shall be signed by the party conducting the test and</u>

provided to the *code official*. Testing shall be performed at any time after creation of all penetrations of the *building thermal envelope*.

#### (8) Amendments to 2018 International Existing Building Code

#### (a) CHAPTER 1 SCOPE AND ADMINISTRATION

**101.1 Title.** These regulations shall be known as the *Existing Building Code* of <u>Adams County [NAME OF JURISDICTION]</u>, hereinafter referred to as "this code."

#### (b) CHAPTER 2 DEFINITONS

[BS] DANGEROUS. Any building, structure or portion thereof that meets any of the conditions described below or meets the definition of dangerous as stated in Section 108.1.5 of the International Property Maintenance Code shall be deemed *dangerous*:

- 1. The building or structure has collapsed, partially collapsed, moved off its foundation or lacks the support of ground necessary to support it.
- 2. There exists a significant risk of collapse, detachment or dislodgment of any portion, member, appurtenance or ornamentation of the building or structure under service loads.

#### (9) Amendments to the 2018 International Swimming Pool and Spa Code

#### (a) CHAPTER 1 SCOPE AND ADMINISTRATION

101.1 Title. These regulations shall be known as the *International Swimming Pool and Spa Code* of <u>Adams County [NAME OF JURISDICTION]</u>, hereinafter referred to as "this code."

## 105.6.2 Fee schedule. The fees for work shall be as indicated in the following schedule: [JURISDICTION TO INSERT APPROPRIATE SCHEDULE] <u>Building Permit Fee</u> Schedule

**105.6.3 Fee refunds.** The code official shall authorize the refunding of fees as follows:

- 1. The full amount of any fee paid hereunder that was erroneously paid or collected.
- 2. Not more than <u>80%</u> [SPECIFY PERCENTAGE] percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
- 3. Not more than [SPECIFY PERCENTAGE] percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

#### (b) CHAPTER 2 DEFINITIONS

**Residential Swimming Pool (Residential Pool)**. A pool intended for use which is accessory to a *residential* setting *One and Two Family Dwelling* and available only to the household and its guests. Pools accessory to townhomes shall be designed and constructed as Public Swimming Pools Class C. All other pools shall be considered *public pools* for purposes of this code.

#### (c) CHAPTER 3 GENERAL COMPLIANCE

- **305.1 General.** The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. Where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas or hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.
- **320.1 Backwash water or draining water**. Backwash water or draining water shall be discharged to the <u>sanitary sewer</u> or <u>storm sewer</u>, or into an *approved* disposal system on the premise, or shall be disposed of by other means approved by the state or local authority. Direct connections shall not be made between the end of the backwash line and the disposal system. Drains shall discharge through an air gap.
- **321.2 Artificial lighting required**. When a pool is open during periods of low natural illumination, artificial Artificial lighting shall be provided so that all areas of the pool, including the bottom *main drains*, will be visible.
- **321.3 Emergency illumination**. *Public pools* and pool areas that operate during periods of low illumination shall be provided with sufficient emergency illumination to permit evacuation of the pool and securing of the area in the event of power failure. The emergency lighting intensity shall be not less than 1 foot-candle at the water surface and the walking surface of the deck.

#### (10) Amendments to 2018 International Property Maintenance Code

#### (a) CHAPTER 1 SCOPE AND ADMINISTRATION

**101.1 Title.** These regulations shall be known as the *International Property Maintenance Code* of Adams County [NAME OF JURISDICTION], hereinafter referred to as "this code."

#### (b) CHAPTER 3 GENERAL REQUIREMENTS

- **302.4** Weeds. *Premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of <u>6 inches</u>-[JURISDICTION TO INSERT HEIGHT IN INCHES]. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
- **304.14 Insect screens.** During the period from [DATE] to [DATE], Every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25mm), and every screen door used for insect control shall have a self-closing device in good working condition.

**Exception:** Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

#### (c) CHAPTER 6 MECHANICAL AND ELECTRICAL EQUIPMENT

**602.3 Heat supply.** Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

#### **Exceptions:**

- 1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
- 2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.
- **602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied with heat during the period from [**DATE**] to [**DATE**] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

#### **Exceptions:**

- 1. Processing, storage and operation areas that require cooling or special temperature conditions.
- 2. Areas in which persons are primarily engaged in vigorous physical activities.

#### (11) Amendments to 2017 National Electrical Code

#### (a) ARTICIAL 110 REQUIREMENTS FOR ELECTRICAL INSTALLATIONS

**110.14 (D) Installation**. Where tightening torque is indicated as a numeric value on equipment or in installation instructions provided by the manufacturer, a calibrated torque tool shall be used to achieve the indicated torque value, unless the equipment manufacturer has provided installation instructions for alternative method of achieving the required torque. A self certified torque report indicating required torque requirements by the manufacturer's installation instructions have been met shall be provided to the authority having jurisdiction.

#### (b) ARTICIAL 230 SERVICES

**230.70(A) (1) Readily Accessible Location.** The service disconnecting means shall be installed at a readily accessible location either outside of a building or structure or inside nearest the point of entrance of the service conductors. When the location of the service meter is at a distance of greater than 50 ft. (16m) from the main structure(s) or building(s), an additional service disconnecting means for each structure or building shall be provided at this location. These disconnects may be cold sequenced or hot sequenced depending on the utility providers preference.

#### (c) ARTICIAL 300 UNDERGROUND INSTALLATIONS

**300.5 (D) (3) Protection from damage**. Underground service conductors <u>rated 110 volts to ground or more</u> that are not encased in concrete and that are buried 450 mm (18 in.) or more below grade shall have their location identified by a warning ribbon that is placed in the trench as

least 300 mm (12 in.) above the underground installation. <u>Trenches less than 18 inches, an appropriate depth above the conductors or raceway shall be determined by the installer so as to provide sufficient warning of the presence of the conductors/ raceway.</u>

### (d) ARTICIAL 830 NETWORK-POWERED BROADBAND COMMUNICATIONS SYSTEMS

**830.133 (B) Support of Network-Powered Broadband Communications System Cables.** Raceways shall be used for the intended purpose. Network-powered broadband communications cables shall not be strapped, taped, or attached by any means to the exterior of any conduit or raceway as a means of support. <u>Independent support wires used for support above a drop ceiling shall be independent of all other systems and clearly marked, tagged, or other effective means so as to identify them as being used for Network Powered Broadband Communication Cables. This shall apply to Communication Cables as listed Article 800 also.</u>

#### **Section 5. PENALTIES**

Pursuant to \$30-28-209, C.R.S., any person who violates the provisions of this Ordinance commits a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than one hundred dollars (\$100), or by imprisonment in the county jail for not more than ten days, or by both such fine and imprisonment. Each day during which such illegal activity occurs shall be deemed to be a separate offense.

#### Section 6. REPEAL OF CONFLICTING BUILDING CODES

All conflicting building codes previously adopted by the Adams County Board of County Commissioners are hereby repealed in their entirety and re-enacted in accordance with the provisions of this Ordinance.

#### **Section 7. SEVERABILITY**

The Board of County Commissioners hereby declares that should any article, section, paragraph, sentence, clause or phrase of this Ordinance be held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of County Commissioners hereby declares that it would have passed this Ordinance, and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid or unconstitutional.

#### Section 8. SAFETY CLAUSE

The Board of County Commissioners hereby finds, determines, and declares that this Ordinance is necessary for the preservation of the public health, safety, and welfare.

#### Section 9. DATE OF EFFECT

The Board of County Commissioners of Adams County, Colorado, hereby determines that this Ordinance shall become effective on January 3, 2019.

Adopted this 4<sup>th</sup> day of <u>December</u>, 2018.

Mary Hodge, Chair Board of County Commissioners Adams County, Colorado

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

| Hodge _  |               |  |
|----------|---------------|--|
| O'Doriso |               |  |
| Henry    |               |  |
| Tedesco  |               |  |
| Hansen _ |               |  |
| (        | Commissioners |  |

#### CERTIFICATE OF ATTESTATION

STATE OF COLORADO )
County of Adams )

#### CERTIFICATE OF ATTESTATION

I, Stan Martin, 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.

The foregoing text is the authentic text of Adams County Ordinance No. 12. The first reading of said Ordinance took place on October 30<sup>th</sup>, 2018, at a regular Board of County Commissioners meeting. It was published in full in a newspaper of general circulation at least ten days before its adoption; to wit, in the Thornton/Northglenn Sentinel and the Westminster Window on November 8, 2018. The Ordinance was adopted on second reading at a regular Board of County Commissioners meeting on December 4, 2018, and shall become effective on January 3, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this \_\_\_\_day of December, 2018.

County Clerk and ex-officio Clerk of the Board of County Commissioners Stan Martin:

By:

Deputy

## Second Reading

- October 30, 2018 First Reading
- Five questions posed during public hearing
- Request to provide responses on the record in the Second Reading

## **Questions Presented**

- 1: What is the cost to install residential fire sprinklers?
- 2: What options are available to developers or builders?
- 3: Is there any funding sources available to developers or builders to help pay for the installation of residential fire sprinklers?
- 4: Is there any type of exemption for new construction within existing developments not previously sprinkled?
- 5: How would residential fire sprinklers impact Home Daycares?

# Residential Fire Sprinkler Systems Installation Cost (P2904)

### (P2904) Dwelling Unit Fire Sprinkler Systems Installation Cost

| Home Value | Square Footage       | \$3.00\ft² | \$5.00\ft² | National<br>Average<br>\$1.35\ft² |
|------------|----------------------|------------|------------|-----------------------------------|
| \$250,000  | 2000 ft <sup>2</sup> | \$6000     | \$10,000   | \$2,700                           |
| \$300,000  | 2400 ft <sup>2</sup> | \$7200     | \$12,000   | \$3,240                           |
| \$375,000  | 3000 ft <sup>2</sup> | \$9,000    | \$15,000   | \$4,050                           |
| \$450,000  | 3600 ft <sup>2</sup> | \$10,800   | \$18,000   | \$4,725                           |
| \$500,000  | 4000 ft <sup>2</sup> | \$12,000   | \$20,000   | \$5,400                           |

Source: National Fire Protection Agency/ Survey of Local Plumbing Contractors

# Residential Fire Sprinkler Systems Installation Cost NFPA 13D

### NFPA 13D Residential Fire Sprinkler System Installation Cost

| Home Value | Square Footage       | \$5.00\ft² | \$7.00\ft² | National<br>Average<br>\$1.50\ft² |
|------------|----------------------|------------|------------|-----------------------------------|
| \$250,000  | 2000 ft <sup>2</sup> | \$10,000   | \$14,000   | \$3,000                           |
| \$300,000  | 2400 ft <sup>2</sup> | \$12,000   | \$16,800   | \$3,600                           |
| \$375,000  | 3000 ft <sup>2</sup> | \$15,000   | \$21,000   | \$4,500                           |
| \$450,000  | 3600 ft <sup>2</sup> | \$18,000   | \$25,200   | \$5,520                           |
| \$500,000  | 4000 ft <sup>2</sup> | \$20,000   | \$28,000   | \$6,000                           |

Source: National Fire Protection Agency/ Survey of Local State Certified Fire Suppression Contractors

# Available Options For Developers and Builders



 Currently two types of residential fire sprinkler systems are available, NFPA 13D and P2904



 Fire sprinklers provide automatic compliance with other prescriptive code requirements. Examples are fire rated exterior wall construction and interior floor protection.



Increase in spacing between required fire hydrants



Reduction in roadway widths for fully suppressed subdivisions

# Available Funding Options to Developers or Home Builders

- Currently there is no established grant funding sources for sprinklers in conventional market-rate new home construction.
- Competitive funding sources for affordable housing those may include Low Income Housing Tax Credits, HOME funds, and CDBG. Required sprinklers could be an eligible cost.

# Exemptions for New Construction in Existing Developments

- The answer is no. If adopted, any new building permit application submitted on or after January 1, 2019 to construct new homes will be required to meet the 2018 code requirements.
- Code exceptions already integrated under R313.1 and R313.2 of the IRC, additions or alterations to existing townhomes or one-two family homes w\o sprinklers are not required to retrofit\install residential fire sprinkler systems.

## How Will This Impact Home Daycares?

- Appendix M of the International Residential Code regulates a Home Daycare. Appendix M does not require a home daycare to be sprinkled.
- We have adopted Appendix M with the previous two adoptions of the International Residential Code and it is included in this proposed adoption package.

## Survey of Surrounding Counties

| Jurisdiction                  | Current<br>Edition<br>Adopted | Residential Fire<br>Sprinkler<br>Requirement<br>Amended | Plan to adopt<br>2018 Edition | Plan to <u>require</u><br>residential fire<br>sprinklers |
|-------------------------------|-------------------------------|---------------------------------------------------------|-------------------------------|----------------------------------------------------------|
| Adams County                  | 2012                          | Yes                                                     | Yes\Fall 2018                 | Yes                                                      |
| Jefferson County              | 2015                          | Yes                                                     | Yes\Fall 2018                 | No                                                       |
| City and County of Broomfield | 2015                          | Yes                                                     | Yes\2020                      | Under<br>Consideration                                   |
| Weld County                   | 2012                          | Yes                                                     | Yes\Fall 2018                 | No                                                       |
| Arapahoe County               | 2015                          | Yes                                                     | No\2021<br>editions           | No                                                       |
| City and County of Denver     | 2015                          | Yes                                                     | Yes\Summer<br>2019            | No                                                       |
| Boulder County                | 2015                          | No                                                      | No                            | Yes                                                      |

## Survey of Surrounding Cities

| Jurisdiction           | Current<br>Edition<br>Adopted | Residential Fire<br>Sprinkler<br>Requirement<br>Amended | Plan to adopt<br>2018 Edition | Plan to <u>require</u><br>residential fire<br>sprinklers as<br>written |  |
|------------------------|-------------------------------|---------------------------------------------------------|-------------------------------|------------------------------------------------------------------------|--|
| Adams County           | 2012                          | Yes                                                     | Yes\Fall 2018                 | Yes                                                                    |  |
| City of<br>Westminster | 2015                          | No (since 2009)                                         | No                            | Yes                                                                    |  |
| City of Thornton       | 2015                          | Yes                                                     | Yes\2019                      | Under<br>Consideration                                                 |  |
| City of<br>Northglenn  | 2009                          | Yes                                                     | No                            | No                                                                     |  |
| City of Brighton       | 2012                          | Yes                                                     | Yes\Fall 2018                 | No                                                                     |  |
| City of Aurora         | 2015                          | Yes                                                     | No\ Wait for 2021 edition     | Under<br>Consideration                                                 |  |
| Commerce City          | 2015                          | Yes                                                     | Yes\2019                      | Undecided                                                              |  |

## Staff Recommendation

Adoption of Ordinance 4 and 12 as proposed



## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

CASE NO.: PRC2018-00005
CASE NAME: Shook FDP Amendment and Subdivision Re-plat

#### TABLE OF CONTENTS EXHIBIT 1 – BOCC Staff Report

#### **EXHIBIT 2- Maps**

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map

#### **EXHIBIT 3- Applicant Information**

- 3.1 Written Explanation
- 3.2 Final Development Plan
- 3.3 Filing 1 Final Plat and SIA
- 3.4 Filing 2 Final Plat and SIA
- 3.5 COGCC Abandonment Report

#### **EXHIBIT 4- Referral Comments**

- 4.1 Referral Comments (Development Services)
- 4.2 Referral Comments (Xcel Energy)
- 4.3 Referral Comments (United Power)
- 4.4 Referral Comments (Division of Water)
- 4.5 Referral Comments (Brighton Fire)
- 4.6 Referral Comments (CDOT)
- 4.7 Referral Comments (Tri-County Health)
- 4.8 Referral Comments (Colorado Geological Survey)

#### **EXHIBIT 5- Public Comments**

- 5.1 Delcamp
- 5.2 Weigandt
- 5.3 Thompson
- 5.4 Miller
- 5.5 Beckett
- 5.6 Bietendorf
- 5.7 Whitmore
- 5.8 Vienot

#### **EXHIBIT 6- Associated Case Materials**

- 6.1 Request for Comments
- 6.2 Public Hearing Notice
- 6.3 Newspaper Publication
- 6.4 Posting Certificate
- 6.5 Property Owner Labels
- 6.6 Certificate of Posting

#### **Board of County Commissioners**

#### **December 4, 2018**

| Case No:                     | PRC2018-00005                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| Case Name:                   | Shook FDP Amendment and Subdivision Re-plat                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
| Owner's Name:                | Valley Bank and Trust                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| Applicant's Name             | C3 Construction (JR Osborne)                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |
| Applicant's Address:         | 9200 E MINERAL AVE #365, Centennial, CO 80112                                                                                                                                                                                                                                                                                                                                                 |  |  |  |
| Location of Request:         | NW corner of Havana St. and Highway 7                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| Nature of Request:           | 1) Major Amendment to the Shook Final Development Plan to add approximately 46.5 acres to the development boundaries, add 32 residential lots, and replat the existing subdivision final plat; 2) Major Subdivision (Final Plat) to create 15 lots (Filings 1); 3) Major Subdivision (Final Plat) to create 25 lots (Filing 2); and 4) Subdivision Improvements Agreements for Filing 1 and 2 |  |  |  |
| Site Size:                   | 101.5 acres + / -                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
| Zone District:               | Planned Unit Development (PUD)                                                                                                                                                                                                                                                                                                                                                                |  |  |  |
| Future Land Use:             | Estate Residential                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| Proposed Use:                | Residential                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
| Existing Use:                | Vacant                                                                                                                                                                                                                                                                                                                                                                                        |  |  |  |
| Hearing Date(s):             | PC: November 8, 2018/ (6:00 pm)                                                                                                                                                                                                                                                                                                                                                               |  |  |  |
|                              | BOCC: December 4, 2018/ (9:30 am)                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
| Hearing Location:            | 4430 S. Adams County Parkway, Brighton, CO 80601 / Public Hearing Room 1 <sup>st</sup> Floor                                                                                                                                                                                                                                                                                                  |  |  |  |
| Report Date:                 | November 16, 2018                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |
| Case Manager:                | Emily Collins                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |
| PC and Staff Recommendation: | Approval, with 15 Findings-of-Fact                                                                                                                                                                                                                                                                                                                                                            |  |  |  |

#### SUMMARY OF PREVIOUS APPLICATIONS

On March 6, 2002, the Board of County Commissioners (BoCC) approved a Preliminary Development Plan (PDP) for the Todd Creek Village Development. This PDP allowed for a mixed-use development with a maximum of 3,255 dwelling units including residential estate, single-family detached, and single-family attached units, neighborhood commercial uses, and associated open space.

On May 9, 2005, the BoCC approved a preliminary plat to create 32 residential estate lots on approximately 53 acres (Todd Creek Shook Development). The final plat was approved on February 27, 2006.

On March 13, 2006, the BoCC approved a Final Development Plan for the Todd Creek Shook Development including a minimum one acre lot size requirement for residential development and 13.5 acres of open space.

#### SUMMARY OF APPLICATION

#### **Background**

The subject request is to amend the Shook Final Development Plan (FDP), approved in 2006, to allow modifications to the overall site plan including an addition of 46.5 acres to the development boundaries and 32 residential lots. In addition to the FDP amendment, the applicant is also requesting a re-plat of the existing subdivision to realign certain roadways to connect to the northern portion of the development and create two filings, each with an associated subdivision improvements agreement which will allow the applicant to develop each required improvement with each specific phase of the development. The FDP and final plat requests are described in the report below.

#### **Development Standards and Regulations:**

#### **Final Development Plan:**

Per Section 2-01-10-02 of the County's Development Standards and Regulations, amendments to any approved development plan not determined by the Director of Community and Economic Development to be a minor amendment under the criteria set forth in Section 2-01-10-01 of the County's Development Standards shall be deemed as a major amendment. Section 2-01-10-01 of the Development Standards outlines changes to an FDP that can be reviewed administratively as a minor amendment. Because of the significant changes to the FDP to expand the development boundaries and add 32 additional residential lots, staff determined the request to be a major amendment. Per Section 2-01-10-02 of the County's Development Standards, major amendments to a PUD shall be reviewed and processed in the same manner as the original development plan; which requires review and recommendation of the Planning Commission and approval of the Board of County Commissioners.

A Final Development Plan (FDP) is a site-specific development plan which describes and establishes the type and intensity of uses for a specific parcel of land. Per Section 2-02-10-04 of the Adams County Development Standards and Regulations, a final plat and development agreement are required to be submitted with a Final Development Plan. The final plat and development agreement outline public improvements and collateral required with the project.

The proposed amendment to the Shook FDP to add 46.5 acres to the development boundaries of the approved FDP and allow 32 additional residential lots complies with the approved Preliminary Development Plan (PDP) for the property which established a master plan for general land uses density, residential and commercial area layout, and park and open space requirements. The proposed FDP amendment will not change the overall character of the Shook

Development and is consistent with the PUD requirements including lot size, density, parking, and open space. In addition, the amendment does not propose any new land uses outside those approved with the PDP. The proposed amendment also conforms to the County's Master Transportation Plan and Comprehensive Plan for the area.

Below is the summary of the proposed amendment to the FDP, including density, open space requirements, and changes to proposed residential areas:

#### **Density (Residential Uses):**

The proposed FDP amendment shows an overall increase in the approved number of residential dwelling units. The FDP approved in 2006 allowed for a maximum of 32 dwelling units on 53 acres, or 0.60 units per acre. The proposed amendment increases residential units to a maximum of 64 units on 101.5 acres, or 0.62 units per acre. There are no changes to the approved housing types, lot sizes, building sizes, setbacks, height, or architectural standards.

The site plan provided with the FDP shows the additional 46.5 acres of land to be added to the northern boundary of the development (see Exhibit 3.2). This area would ultimately be developed as future filings consisting of twenty-four residential lots, drainage facilities, landscape areas, and an area reserved for potential oil and gas development. The site plan also shows re-alignment of two internal roads, Galena Court and Florence Way, to provide connection to the northern portion of the development (future filings).

All front, side and rear setbacks proposed with the amendment conforms to the approved Final Development Plan. Per the approved FDP, front yard setback shall be 30 feet, side setback shall be 17 feet and 5 feet, and rear yard setbacks shall be 20 feet. The maximum lot coverage is also consistent with the approved FDP with a maximum of 12.5% coverage.

#### Parking:

All of the homes will be constructed with two off-street parking spaces. This is consistent with the County's requirement for two off-street parking spaces for single family dwellings. In addition, there will be on-street parking along local streets within the development.

#### **Open Space:**

The Shook FDP was approved to provide 13.5 acres, or approximately 24.6 percent, of open space areas in the development. This included right-of-way, drainage facilities, landscape tracts, and outlots reserved for oil and gas wells.

The proposed amendment is also required to, at a minimum; comply with the approved PDP open space requirements. Per the approved PDP, 15 acres of open space is required per 1,000 residents based on 2.96 residents per household. Based on this calculation, the proposed amendment requires 2.84 acres of open space. The FDP site plans show 31. 57 acres of open space provided.

#### **Subdivision Replat:**

Per Section 2-02-16-05 of the County's Development Standards and Regulations, the applicant is requesting a subdivision replat for the existing Shook Subdivision, which consists of 32 lots. The

proposed replat will create two individual filings and a total of 40 lots. Filing 1 is proposed to create 15 residential lots and Filing 2 is proposed to create 25 residential lots. The original Shook subdivision plat contained three outlots (A, B, and C) comprising approximately 9 acres of land reserved for oil and gas facilities. The 9 acres have been converted into 8 residential lots of approximately one acre each. Outlots A and C were previously developed with oil and gas wells which have been plugged and abandoned, including removal of all flowlines. Outlot B was previously developed with a tank battery, which has also been removed.

Future development on the lots previously used for oil and gas drilling activities shall be required to comply with the County's residential construction standards outlined in Section 4-10-02-03-03-05 of the Development Standards, which requires a minimum fifty foot setback for all dwellings from plugged and abandoned wells. The final plats for Filings 1 and 2 denote the location of the former infrastructure as well as the reception number for the abandonment documentation. In addition, the applicant has provided documentation that demonstrates these facilities have been decommissioned and approved by the Colorado Oil and Gas Conservation Commission (see Exhibit 3.5).

The final plats conform to the County's subdivision design standards. The applicant has provided a letter of intent from Todd Creek Village Metropolitan District of their ability to provide potable and non-potable water services, thus satisfying evidence of adequate water facilities. In addition, Tri-County Health Department has approved the use of on-site waste water treatment systems (OWTS) to serve the development. All proposed drainage facilities in the development have been reviewed and approved by the County's Development Services Engineering. There is also documentation showing adequate public infrastructure to support the development, as well as all required construction plans have been reviewed by the Development Services Engineering. A subdivision improvements agreement (SIA), with sufficient collateral, has also been submitted for each proposed filing.

#### **Subdivision Improvements Agreement:**

Per Section 5-02-05 of the Adams County Development Standards and Regulations, a Subdivision Improvements Agreement (SIA) is required with each proposed development. The agreement is required to address the manner and timing of the completion of all subdivision improvements and responsibility for payment of the costs of improvements associated with the development.

There is an approved SIA for the original Shook subdivision plat. The SIA was for the entire 32 lot development. The applicant has begun construction of public improvements under this approved agreement. The current applications for FDP amendment and final plats include a new SIA for each proposed filing. The SIAs outline the Developer's obligation for required construction and collateral for all public improvements. As of writing this report, improvements for proposed Filing 1 are almost complete.

#### **Comprehensive Plan:**

The subject property is designated as Estate Residential in the County's future land use map. Per Chapter 5 of the County's Comprehensive Plan, the goals of the Estate Residential future land use designation are to provide for single-family housing at a lower densities, typically no greater

than 1 unit per acre, and compatible uses such as schools and parks. The proposed amendment to the FDP and subdivision replat is consistent with the goals of the Comprehensive Plan to provide larger lot residential development.

#### **Site Characteristic:**

The residential portion of the development has not been constructed. The developer is currently constructing required public improvements (streets and drainage facilities) for Filing 1. Construction in proposed Filing 2 has not begun.

#### **Surrounding Zoning Designations and Existing Use Activity:**

| Northwest     | North            | Northeast     |
|---------------|------------------|---------------|
| PUD           | PUD              | PUD           |
| Vacant        | Vacant           | Vacant        |
| West          | Subject Property | East          |
| A-1           | PUD              | R-E           |
| Single-Family | Vacant           | Single-Family |
| Southwest     | South            | Southeast     |
| A-1           | A-1              | PUD           |
| Single-Family | Single-Family    | Vacant        |

#### **Compatibility with the Surrounding Land Uses:**

The uses surrounding the site consist of single-family residential uses. The subject request for a FDP amendment, subdivision replat, and approval of Filing 1 and 2 final plats is consistent with the existing surrounding developments and the future land use designation of Estate Residential.

#### **Referral Comments:**

The State Division of Water Resources, Xcel Energy, United Power, Brighton Fire, and Colorado Geological Survey reviewed the subject applications and expressed no concerns with the proposed residential development or proposed FDP amendment.

The Colorado Department of Transportation (CDOT) stated the applicant must obtain permits to connect Elmira Street to Highway 7.

Tri-County Health Department reviewed the request and provided the applicant examples of best management practices for stormwater facilities to control mosquito breeding. They also provided the applicant with examples of design guidelines to promote walking and bicycling in the community. Tri-County Health also informed the applicant that groundwater monitoring program for on-site wastewater treatment systems (OWTS) serving the development are not required if Todd Creek Metropolitan District acts as the Responsible Management Entity for OWTS inspections. A note has been included on the subdivision plats stating that Todd Creek Metro District is responsible for all inspections and the applicant has provided documentation from Todd Creek Metro confirming this agreement.

#### **Planning Commission (PC) Update:**

The Planning Commission (PC) considered this case on November 8, 2018 and recommended approval of the request in a 7-0 vote. At the hearing, the PC asked for more information on the water source serving the development, the size of lots within the subdivision, and if the developer has plans to connect to potential future development north of the site.

As part of the application, the applicant has provided a letter of intent from Todd Creek Village Metropolitan District demonstrating the District's ability to provide potable and non-potable water services to the development. Also, the approved FDP shows all lots within the subdivision will consist of a minimum of one acre in size. Regarding the questions about connecting the subdivision to future potential development north of the subdivision, the applicant informed the PC that connection to the potential development north of the site can be considered with submission of future filings that will be adjacent to the northern property.

There were two members of the public who spoke at the hearing to express concerns about drainage flows from the site, potential vacation of an existing ditch (Signal Ditch) easement and associated water rights, and likelihood of closing adjacent road located east of the property.

Staff has reviewed and approved all grading and drainage plans required for the subdivision. Also, as part of development of the subdivision and during construction, the County's Public Works inspectors will routinely visit the site to ensure compliance with all the approved plans, including stormwater management and erosion and sediment controls. Regarding the likelihood of closing the adjacent street, the road is a public street and there are no immediate plans to close the road.

For the Signal Ditch easement related issues and water rights concerns, the applicant informed staff and the PC that he has been actively working with the ditch company and associated stakeholders and will provide an update of the status of the negotiation at the Board of County Commissioners hearing. Besides obtaining such information from the applicant, issues of water rights are generally not part of the criteria for approving an FDP and final plat.

#### **STAFF RECOMMENDATION:**

Based upon the application, the criteria for approval for a Final Development Plan, Subdivision Replat (Major Subdivision Final Plat), and Subdivision Improvement Agreement, and a recent site visit, staff recommends Approval of this request with 15 findings-of-fact.

#### RECOMMENDED FINDINGS OF FACT

#### **Final Development Plan:**

- 1. The FDP is in general conformity with the Adams County Comprehensive Plan and any applicable area plan.
- 2. The FDP conforms to the P.U.D. standards.
- 3. The FDP is consistent with any approved PDP for the property.

4. The FDP construction plans meet the requirements of these standards and regulations and have been approved by the Director of Community and Economic Development, all infrastructure and utility providers, Tri-County Health Department, and all other referral agencies.

#### **Subdivision Replat:**

- 5. The subdivision replat complies with these standards and regulations, and the original conditions of approval.
- 6. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased.
- 7. The subdivision replat is in keeping with the purpose and intent of the subdivision regulations.
- 8. The approval will not adversely affect the public health, safety, and welfare.

#### **Major Subdivision Final Plat:**

- 9. The final plat is consistent and conforms to the approved preliminary plat.
- 10. The final plat is in conformance with the subdivision design standards.
- 11. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
- 12. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
- 13. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
- 14. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
- 15. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

#### **CITIZEN COMMENTS**

| Notifications Sent | Comments Received |
|--------------------|-------------------|
| 193                | 8                 |

Notices were sent to all property owners and occupants within 700-foot radius of the site. Staff received eight comments, including a petition signed by eighteen residents of the adjacent Hi-Land Acers Subdivision. The major concerns expressed in the comments included provision of adequate drainage facilities, street improvements, such as a traffic signal and turn lanes, increased traffic through adjacent subdivisions due to the extensions of Hi-Land Circle and Lomand Circle to the west, and concerns with residential development on property previously developed with oil and gas facilities.

Staff reviewed all required drainage and traffic studies and determined additional lanes and traffic signals are not necessary for the proposed development. All public improvements including on-site drainage facilities have been reviewed and approved. Regarding the road connections to adjacent subdivisions, Section 5-03-06-01-05 of the County's Development Standards and Regulations requires roads extension and connection of roads between developments. This is to minimize automobiles, pedestrians, and bikes use of highways or arterials. The applicant has also provided documentation from the COGCC approving the removal of all oil and gas infrastructure from Outlots A, B, and C.

#### REFERRAL AGENCY COMMENTS

#### **Responding with Concerns:**

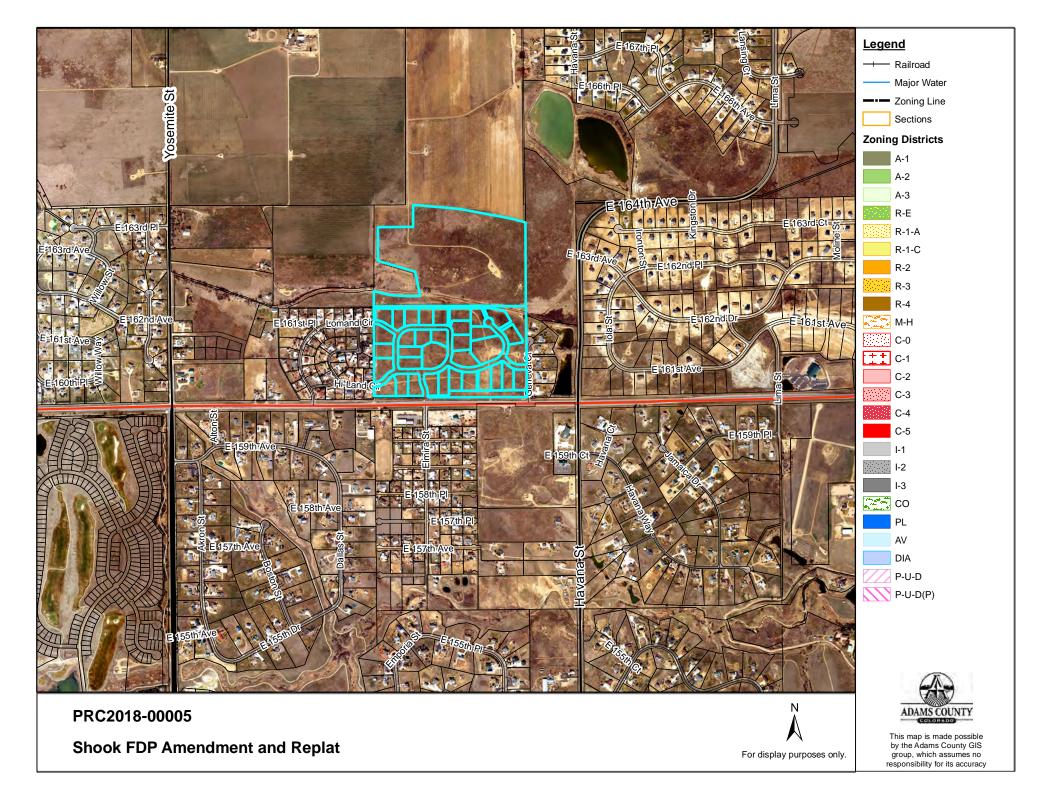
None.

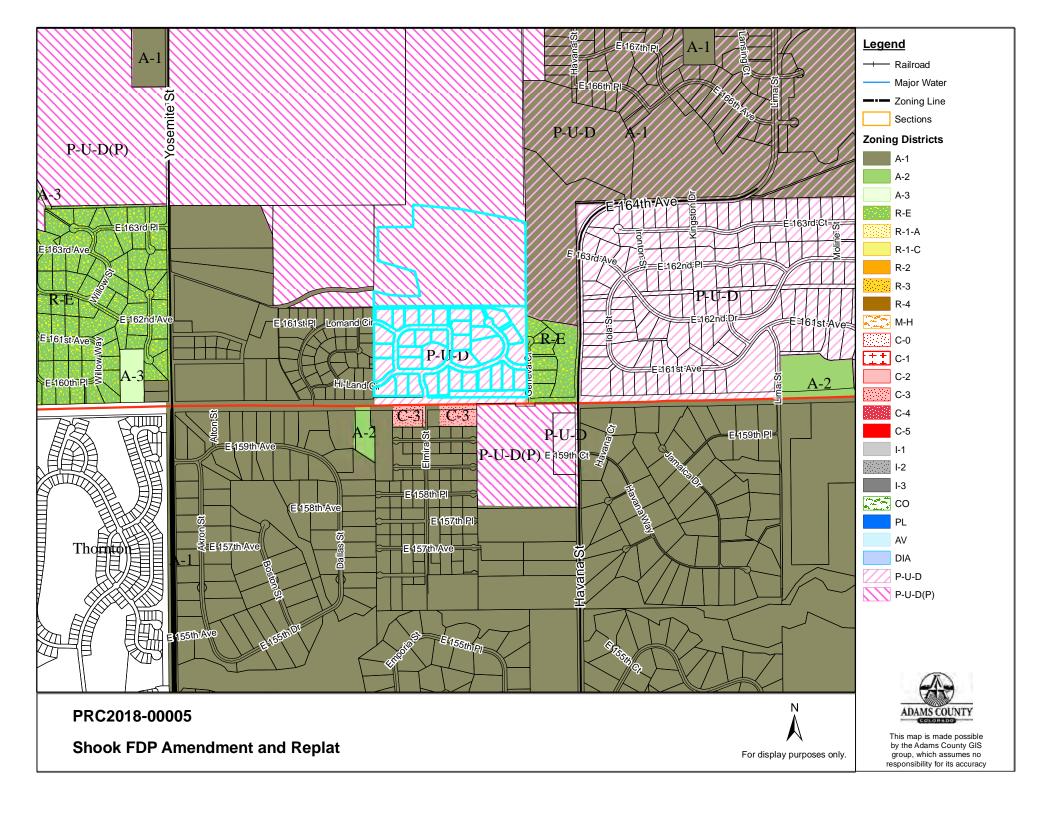
#### **Responding without Concerns:**

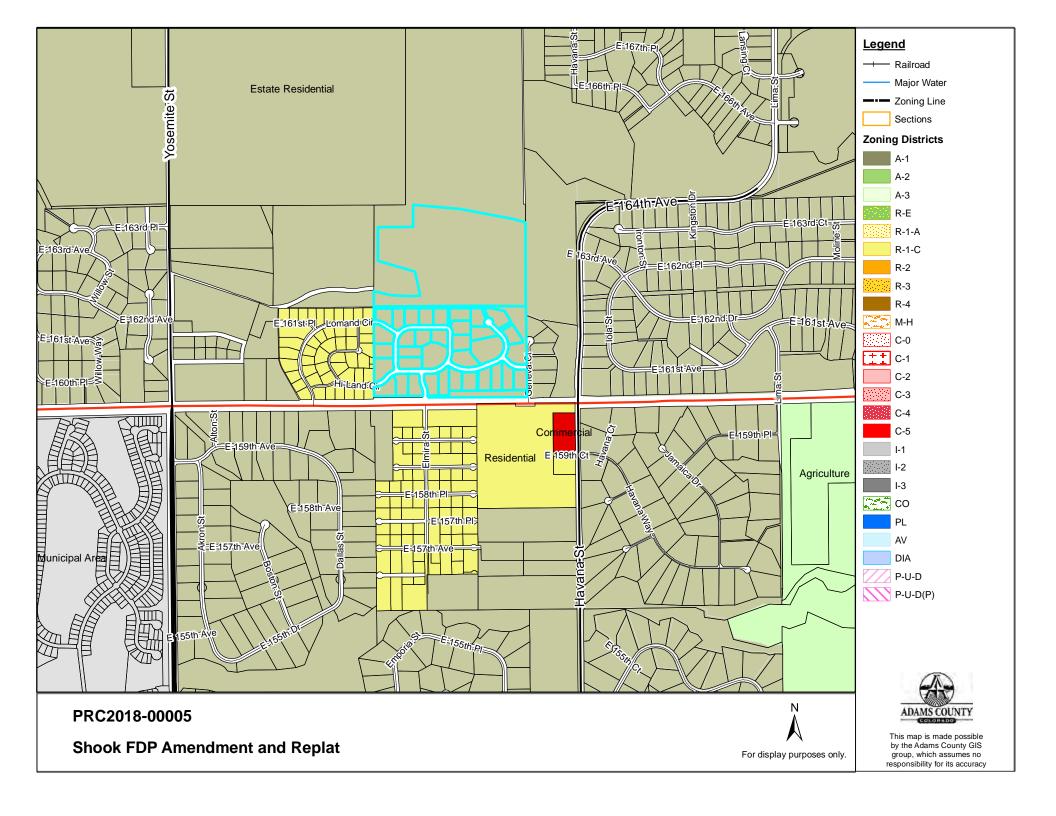
Colorado Department of Transportation Brighton Fire Division of Water Resources Colorado Geological Survey Tri-County Health Department United Power Xcel Energy

#### Notified but not Responding / Considered a Favorable Response:

Brighton School District 27J
Century Link
Colorado Division of Wildlife
Comcast
Eagle Shadow Metropolitan District
Hi-Land Acres Water and Sanitation
RTD
Signal Ditch
Todd Creek Village Metropolitan District







#### **Project Explanation**

The Final Plat for the Shook Subdivision was approved in 2006. It consists of (32) 1-acre (minimum) single-family lots. It is approximately located at the NW corner of 160th (Hwy 7 & Havana).

We are proposing to re-plat a portion of the Shook Property in order to access and incorporate an additional 43 acres of adjacent land to the north in a future/separate submittal.

A re-plat of the Shook Subdivision is necessary, as two roads (Florence Way and Galena Ct) will need to be realigned in order to serve the northern parcel.

The drainage requirements will be able to be consolidated more efficiently by utilizing one larger detention pond in the NE corner of the new layout.

We are looking to do multiple Final Plats in order to facilitate construction phasing.

Tri-County Health and the Todd Creek Village Metropolitan District have previously approved Wastewater Treatment Systems and Water service for this site, respectively. United Power and Xcel will provide the electric and gas service.

# TODD CREEK VILLAGE SHOOK PROPERTY PLANNED UNIT DEVELOPMENT- FIRST MAJOR AMENDMENT

SHEET INDEX

I OF 3 COVER SHEET

2 OF 3 SITE PLAN

3 OF 3 LANDSCAPE PLAN

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

**COVER SHEET** 

#### LEGAL DESCRIPTION

A PART OF THE SOUTHEAST ONE—QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, BEING MONUMENTED

AT THE SOUTH 1/4 CORNER BY A 3 INCH ALUMINUM CAP STAMPED "T1S,1/4, 3/10, PLS 26298" AND AT THE SOUTHEAST CORNER OF SAID SECTION 3, BY A 21NCH ALUMINUM CAP STAMPED "ALPHA ENGRG., T1S/S3/S2/S10/S11, R67W, 1996, LS25937" IN A RANGE BOX, BEARING SB9°31'31"W;

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3, THENCE N 00°30'49" W ALONG THE WEST LINE OF SAID SOUTHEAST ONE—QUARTER A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST ONE—QUARTER N 00"30'49" W A DISTANCE OF 1213.23 FEET TO THE CENTER—SOUTH 1/16TH CORNER OF THE SAID SECTION 3;

THENCE N 84°51'13" E A DISTANCE OF 604.96 FEET TO A POINT;

THENCE N 00°25'16" W A DISTANCE OF 88.29 FEET;

THENCE N 12°00'10" W A DISTANCE OF 318.38 FEET;

THENCE N 13° 44'55" W A DISTANCE OF 500.99 FEET;

THENCE N 00°30'59" W A DISTANCE OF 440.47 FEET;

THENCE N 89°29'01" E A DISTANCE OF 462.14 FEET;

THENCE N 00°31'00" W A DISTANCE OF 287.50 FEET;

THENCE S 84°54'03" E A DISTANCE OF 610.38 FEET:

THENCE S 79°10'19" E A DISTANCE OF 701.23 FEET;

THENCE S 75°53'13" E A DISTANCE OF 170.95 FEET;

THENCE S 00°39'36" E A DISTANCE OF 1912.04 FEET; TO THE NORTH LINE OF THAT PARCEL TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO OF RECORD IN BOOK 1323 AT PAGE 0091;

THENCE S 89°31'31" W ALONG SAID NORTH LINE OF THAT PARCEL TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO A DISTANCE OF 1988.19 FEET TO THE POINT OF BEGINNING.

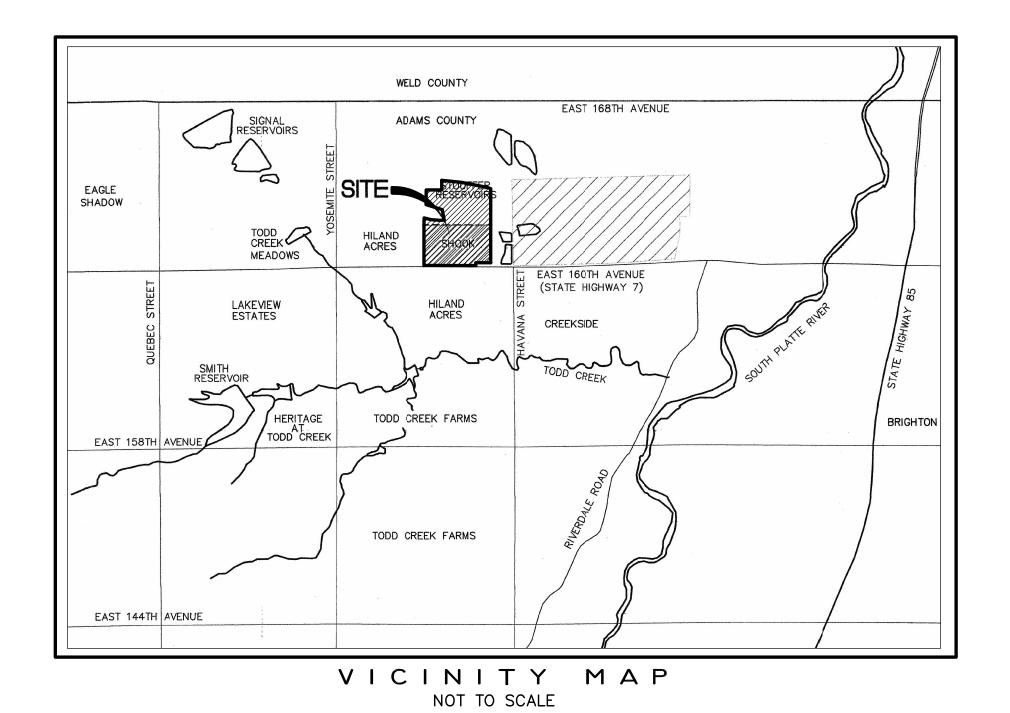
PUD

CONTAINING AN AREA OF 4,421,420.30 SQUARE FEET OR 101.50 ACRES.

#### PUD STANDARDS

ZONING

| ZONING                                                                                                          | FOD                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| LANDE USE                                                                                                       | RESIDENTIAL ESTATES DISTRICT SFD                                                                            |
| ACREAGE                                                                                                         | 101.50 ACRES (4,421,420 SF)                                                                                 |
| MAXIMUM GROSS DENSITY                                                                                           | 0.79 DU/AC                                                                                                  |
| MINIMUM SETBACKS FOR RESIDENCE<br>FRONT:<br>FRONT (STATE HWY. OR ARTERIAL)<br>SIDE:<br>SIDE ON CORNER:<br>REAR: | 30'<br>50'<br>17' (ONE SIDE); 5' (OTHER SIDE)<br>30' (LOCAL ST.); 50' (STATE HWY<br>OR ARTERIAL ST.)<br>20' |
| MINMUM FRONTAGE WIDTH<br>AT FRONT SETBACK                                                                       | 150'                                                                                                        |
| MINIMUM SETBACK ACCESSORY BUILDING FRONT: SIDE: SIDE ON CORNER: REAR:                                           | EQUAL TO PRINCIPAL RESIDENCE<br>ON THE LOT<br>15'<br>25' ; 30' (STATE HWY OR ARTERIAL ST.)<br>10'           |
| MAXIMUM BUILDING HEIGHT                                                                                         | RESIDENCE: 35'<br>ACCESSORY BUILDING: 25'                                                                   |
| MINIMUM LOT SIZE                                                                                                | 1 AC                                                                                                        |
| MAXIMUM UNITS PER LOT                                                                                           | 1                                                                                                           |
| MINUMUM FLOOR AREA                                                                                              | 1,800 SQUARE FEET                                                                                           |
| MAXIMUM FLOOR AREA                                                                                              | 12.5 % OF LOT AREA                                                                                          |
| PARKING                                                                                                         | TWO OFF-STREET PARKING<br>SPACES REQUIRED IN THE<br>DRIVEWAY                                                |
| OPEN SPACE<br>TOTAL ACRES OF OPEN SPACE AREA                                                                    | 31.57 AC. 31.1%                                                                                             |



#### HISTORY

PUD2001-00030 - THE TODD CREEK WAS PDP APPROVED ON MARCH 5, 2002. THIS DEVELOPMENT PLAN INCLUDED APPROXIMATELY 2,254 ACRES AND APPROVED 3,255 NEW RESIDENTIAL UNITS (1,144 RESIDENTIAL ESTATE; 1,932 SINGLE FAMILY DETACHED; AND 179 SINGLE-FAMILY ATTACHED) AND 109,009 SQUARE FEET OF NEIGHBORHOOD COMMERCIAL.

PLT2004-00035 - THE TODD CREEK SHOOK DEVELOPMENT PRELIMINARY PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON MAY 9, 2005.. THIS PRELIMINARY PLAT WAS FOR THE DEVELOPMENT OF 32 RESIDENTIAL ESTATE LOTS ON 53 ACRES.

PLT2005-00051 - THE SHOOK FINAL PLAT WAS APPROVED ON FEBRUARY 27, 2006. THIS FINAL PLAT CREATED THE 32 RESIDENTIAL LOTS AND 6 OUTLOTS APPROVED BY THE PRELIMINARY PLAT.

PRJ2005-00059 - A FINAL DEVELOPMENT PLAN WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON MARCH 13, 2006. THIS FDP INCLUDED MINIMUM 1 ACRE LOTS AND 13.5 ACRES OF OPEN SPACE. THE PROJECT WAS NOT CONSTRUCTED AFTER APPROVAL DUE TO THE ECONOMY.

#### PURPOSE OF AMENDMENT

THIS AMENDMENT IS TO ADD 46.5 ACRES TO THE SHOOK DEVELOPMENT BOUNDARIES, INCREASING THE AREA FROM 55 ACRES TO 101.50 ACRES. THE AMENDMENT ALSO INCLUDES 32 NEW RESIDENTIAL LOTS FOR A TOTAL OF 64 LOTS AND 0.62 DU / AC DENSITY IN THE FDP. CHANGES INCLUDE:

- -FDP BOUNDARY
  -NUMBER OF LOTS
- -NOMBLIX OF LOTS
  -DENSITY
- -OPEN SPACE

NO OTHER CHANGES TO THE DEVELOPMENT STANDARDS (LOT SIZE, SETBACKS, ETC.) ARE PROPOSED BY THIS AMENDMENT.

#### Certificate of Ownership:

SEC 2-3 PHOENIX, LLC being the owner of Shook Property located in the County of Adams, State of Colorado, hereby submit this Planned unit Development - Final Development Plan and agree to perform under the terms noted hereon.

Owner Signature State) County) SS City)

Planning Commission Approval:

Approved by the Adams County Planning Commission,

this \_\_\_\_ day of \_\_\_\_ 20 A.D.

My Commission expires:

day of

Board of County Commissioners Approval:

Approved by the Adams County Board of Commissioners

Chair
This Final Development Plan was filed for record in the

Office of the Adams County Clerk and Recorder in the

State of Colorado at \_\_\_\_\_ on the day of \_\_\_\_\_\_,20

20 A.D.

County Clerk and Recorder

By Deputy: \_\_\_\_\_
The Preliminary Developement Plan was filed for record in the Office of the Adams County Clerk and Recorder

in the State of Colorado on the \_\_\_\_\_\_day of \_\_\_\_\_\_,20

Map No. Reception No.

The following Additions and Deletions in the PUD were made by the Board of County Commissioners at the time of approval.

Approved as to form by:

Director of Planning and Developement

County Attorney

REVISED: OCTOBER 23, 2018

File No. Map No. Reception No.

Design Engineer

Rokeh Consulting, LLC 89 KING ROAD, CHICHESTER, NH PH: 603-387-8688

CV1

# TODD CREEK VILLAGE SHOOK PROPERTY

### PLANNED UNIT DEVELOPMENT- FIRST MAJOR AMENDMENT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3 TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN ADAMS COUNTY, COLORADO



Declarant: SEC. 2-3 PHOENIX, LLC 9200 Mineral Avenue #365 Centennial, CO 80112

**OPEN SPACE CHART** 

OPEN SPACE

AREA

91,218 SF / 2.09 AC

384,130 SF / 8.82 AC

118,133 SF / 2.71 AC

133,711 SF / 3.07 AC

27,891 SF / 0.64 AC

20,813 SF / 0.48 AC

27,119 SF / 0.62 AC

562,227 SF / 12.91 AC

1,375,242 SF / 31.57 AC

OPEN SPACE REQUIREMENTS CHART

THE ORIGINAL TODD CREEK VILLAGE PUD SPECIFIED THAT OPEN SPACE REQUIREMENTS WERE DETERMINED AT A RATE OF 15 ACRES PER 1000 RESIDENTS BASED ON 2.96 RESIDENTS PER HOUSEHOLD. BASED ON THIS RATE, THE AMENDED PUD WOUND REQUIRE 2.84 ACRES OF OPEN SPACE. THIS AMENDED PUD PROVIDED 31.57 ACRES

10,000 SF / 0.23 AC

AREA

0.7%

9.7%

1.5%

2.0%

41.0%

101.50 ACRES

0.62

0.79

**31.57 ACRES** 

**2.84 ACRES** 

28.73 ACRES

MINUMUM SETBACKS FOR BUILDING RESIDENCES, SEE SHEET 1,

OWNERSHIP/MAINTENANCE

RESPONSIBLE PARTY

PETROSHARE

METRO DISTRICT OR HOA

**HI-LAND** 

CIRCLE

ADAMS COUNTY

OPEN SPACE

DESIGNATION

OUTLOT B

OUTLOT C

OUTLOT F

OUTLOT G

OUTLOT H

**ROAD ROW** 

**TOTAL AREA** 

SEEDED / LANDSCAPED

LANDSCAPED OIL AND GAS

SEEDED / LANDSCAPED

**GROSS DEVELOPMENT ACREAGE** 

PROPOSED OPEN SPACE/ACREAGE

REQUIRED OPEN SPACE ACREAGE

**SEEDED DRAINAGE** 

SEEDED DRAINAGE

NO DWELLING UNITS

**ACTUAL DENSITY DU/ACRE** 

**OPEN SPACE EXCESS** 

MAXIMUM DENSITY DU/ACRE

SEEDED DRAINAGE

OUTLOT D SEEDED / LANDSCAPE / DRAINAGE

OUTLOT E SEEDED / LANDSCAPE / DRAINAGE

PUD SITE PLAN
SHOOK SUBDIVISION
BRIGHTON, ADAMS COUNTY, COLORADO

OUTLOT F SEEDED / LANDSCAPED AREA

| DATE  | DESCRIPTION                        | DWN BY | CK BY |
|-------|------------------------------------|--------|-------|
| 10-18 | EDITS TO PLANS PER COUNTY COMMENTS | JR     | JR    |
| 17-18 | EDITS TO PLANS PER COUNTY COMMENTS | JR     | JR    |
| 30-18 | EDITS TO PLANS PER COUNTY COMMENTS | JR     | JR    |

**DETENTION** 

**POND AREA** 

OUTLOT D SEEDED / LANDSCAPED DRAINAGE AREA

STATE HIGHWAY 7

Rokeh Consulting, LLC 89 KING ROAD, CHICHESTER, NH PH: 603-387-8688 SCALE: 1" = 200'

DATE: OCTOBER 16, 2017

DR. BY: JR CK. BY: JR

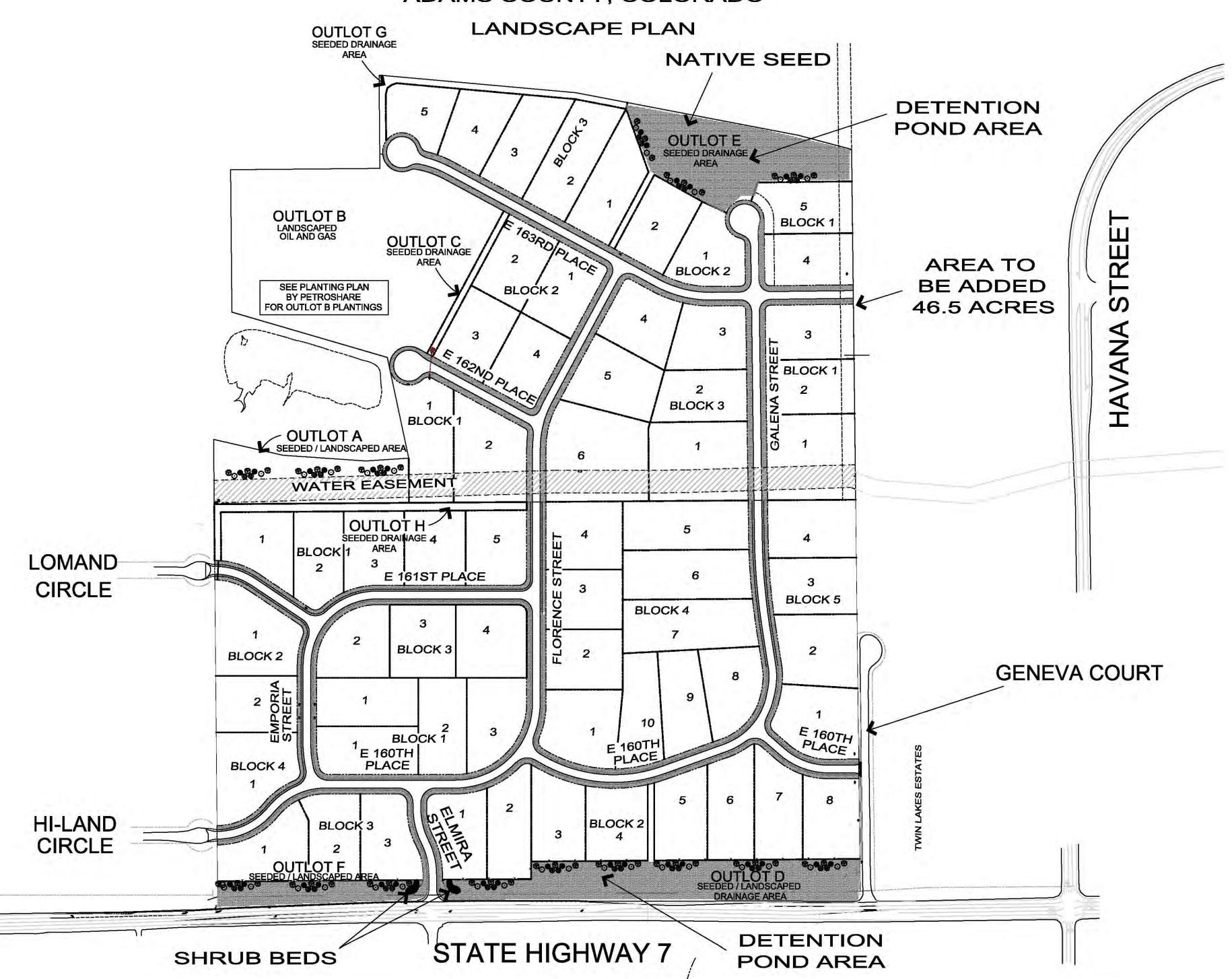
JOB NO. 2016.005

PUD 2

# TODD CREEK VILLAGE SHOOK PROPERTY

PLANNED UNIT DEVELOPMENT- FIRST MAJOR AMENDMENT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3
TOWNSHIP 1 SOUTH, RANGE 67 WEST
OF THE SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY, COLORADO

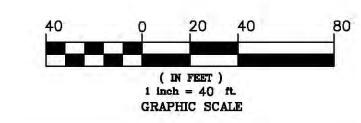


LEGEND SIZE / NO. 10.7 ACRE **NATIVE SEED** WHITE VINAL 3 RAIL \_\_\_\_ x \_\_\_ 1942 LF FENCE **DECIDUOUS OR EVERGREEN TREES (SEE** BELOW FOR TYPE AND DECIDUOUS: 2-2 1/2" Cal. Angustifolia Cottonwood (Populus angustifolia) Hackberry (Celtis occidentalis) EVERGREEN: 6' HT (Pinus Ponderosa) (Pinus sylvestris) SHRUB BEDS AT ELMIRA / STATE HIGHWAY 7 ENTRANCE 10 SHRUBS & 20 PERENNIAL SELECTED FROM THE COUNTY DROUGHT FLOWERS PER BED

1. IRRIGATION NOTE: ALL LANDSCAPE AREAS TO BE TRUCK WATERED BY HAND UNTIL ESTABLISHED AND AS REQUIRED THEREAFTER

2. ALL LANDSCAPED AREAS TO BE AMENDED WITH PEAT AND MANURE AT A RATE OF 3 CU/YDS PER 1,000 SF

3. LANDSCAPING TO BE MAINTAINED BY METROPOLITAN DISTRICT OR HOA



Declarant: SEC. 2-3 PHOENIX, LLC 9200 Mineral Avenue #365 Centennial, CO 80112

PUD LANDSCAPE PLAN
SHOOK SUBDIVISION
BRIGHTON, ADAMS COUNTY, COLORADO

PATE DESCRIPTION DWN BY CK BY

5-10-18 EDITS TO PLANS PER COUNTY COMMENTS

8-17-18 EDITS TO PLANS PER COUNTY COMMENTS

9-30-18 EDITS TO PLANS PER COUNTY COMMENTS

JR
JR
JR
JR
JR

Rokeh Consulting, LLC 89 KING ROAD, CHICHESTER, NH PH: 603-387-8688 SCALE: 1" = 40'

DATE: OCTOBER 16, 2017

DR. BY: JR CK. BY: JR

JOB NO. 2016.005

PUD 3

#### **DEDICATION AND OWNERSHIP**

KNOW ALL MEN BY THESE PRESENTS THAT SEC 2-3 PHOENIX, LLC. A COLORADO LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PROPERTY. TO WITH

A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO ALSO BEING A PART OF SHOOK SUBDIVISION REC NO 2006000202010 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, BEING MONUMENTED AT THE SOUTH 1/4 CORNER BY A 3 INCH ALUMINUM CAP STAMPED "T1S, 1/4, 3/10, PLS 26298" AND AT THE SOUTHEAST CORNER OF SAID SECTION 3, BY A 2 INCH ALUMINUM CAP STAMPED "ALPHA ENGRG., T1S/S3/S2/S10/S11, R67W, 1996, LS25937\* IN A RANGE BOX, BEARING S89°31'31\*W;

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3, THENCE N 00°30'49" W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING

THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER N 00°30'49" W A DISTANCE OF 508.08 FEET TO THE NORTH CORNER OF LOT 1 BLOCK 4;

THENCE N 90°00'00" E ALONG SAID NORTH SIDE, A DISTANCE OF 250.92 FEET TO THE WEST LINE OF EMPORIA WAY:

THENCE N 72°20'33" E TO THE EAST SIDE OF EMPORIA WAY A DISTANCE OF 62.97 FEET;

THENCE N 90°00'00" E, A DISTANCE OF 314.44 FEET;

THENCE N 00°00'00" W A DISTANCE OF 150.00 FEET;

THENCE S 90°00'00" E A DISTANCE OF 335.31 FEET;

THENCE S 00°00'00" W A DISTANCE OF 79.11 FEET TO A POINT ON A CURVE WITH A LENGTH OF 96.89 FEET, A RADIUS OF 220.00 FEET, A DELTA OF 25"13"57", A CHORD BEARING OF S 12"36"58" W, AND A CHORD LENGTH OF 96.10

THENCE S 56°31'13" E A DISTANCE OF 85.44 FEET:

TO A POINT ON A CURVE ON THE NORTH SIDE OF EAST 160TH PLACE THENCE WITH A LENGTH OF 374.21 FEET, RADIUS OF 420 FEET, DELTA OF 51°02'55" A CHORD BEARING S 84°02'46" E, CHORD DISTANCE OF 361.95 FEET;

THENCE TO A POINT ON A LINE BEARING N 70°25'46" E A DISTANCE OF 206.52 FEET;

THENCE CONTINUING TO A POINT ON A CURVE WITH A LENGTH OF 125.39 FEET, RADIUS OF 185 FEET, DELTA OF 38°50'08", CHORD BEARING N 51°00'42" E. A CHORD DISTANCE OF 123.01 FEET:

THENCE S 49"04'26" E A DISTANCE OF 84.22 FEET;

THENCE CONTINUING TO A POINT ON A LINE ON THE NORTH SIDE OF EAST 180TH PLACE, S 49"04"26" E A DISTANCE OF 62.28 FEET:

THENCE TO A POINT ON A CURVE WITH A LENGTH OF 132.14 FEET, RADIUS OF 185 FEET, DELTA OF 40°55'34", CHORD BEARING S 69°32'13" E, CHORD DISTANCE OF 129.35 FEET;

THENCE CONTINUING TO A POINT ON A LINE S 90°00'00" E A DISTANCE OF 94.88 FEET;

THENCE S 00°40'07" E A DISTANCE OF 408.51 FEET TO THE NORTH LINE OF THAT PARCEL TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO OF RECORD IN BOOK 1323 AT PAGE 0091:

THENCE S 89°31'31" W ALONG SAID NORTH LINE OF THAT PARCEL TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO A DISTANCE OF 1988.19 FEET TO THE POINT OF BEGINNING.

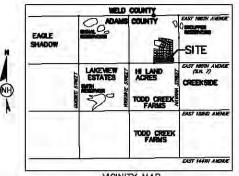
CONTAINING AN AREA OF 988 048 25 SQUARE FEET OR 22 68 ACRES.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS AND OUTLOTS AS SHOWN ON THE PLAT UNDER THE NAME AND STYLE OF "SHOCK SUBDIVISION FILING NO 1" AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR PUBLIC USE, ALL STREETS AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT, FOREVER, AND ALSO RESERVE THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS EASEMENTS ON THIS PLAT, FOR THE INSTALLATION AND MAINTENANCE OF UTILITY AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, WATER LINES AND SEWER LINES TOGETHER WITH THE RIGHT TO TRIM INTERFERING TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS TO BE USED IN A RESPONSIBLE AND PRUDENT MANNER.

| BY: GEORGE HANLON |                                                                                                  |
|-------------------|--------------------------------------------------------------------------------------------------|
| MANAGER           | DATE                                                                                             |
| ACKNOWLEDGMENT    |                                                                                                  |
| COUNTY OF         | )                                                                                                |
| STATE OF COLORADO | ) 98                                                                                             |
|                   | DICATION WAS ACKNOWLEDGED BEFORE ME THISDAY OF<br>NIX, LLC. A COLORADO LIMITED LIABILITY COMPANY |
| NOTARY PUBLIC     | -                                                                                                |

#### SHOOK SUBDVISION FILING NO. 1

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3. TOWNSHIP 1 SOUTH, RANGE 67 WEST, 6TH PM, COUNTY OF ADAMS, STATE OF COLORADO SHEET 1 OF 3



VICINITY MAP NOT TO SCALE

LIENHOLDER'S CERTIFICATE
THE UNDERSIGNED HEREBY CONSENT(S) TO THE PUBLIC DEDICATION SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM THE ENCUMBRANCE RECORDED IN BOOK \_\_\_\_\_\_ AT PAGE(S) OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

TBK BANK, WHOSE ADDRESS IS 4900 E, BROMLEY LANE, BRIGHTON, COLORADO 80601

| BY:                          |      |
|------------------------------|------|
| AUTHORIZED AGENT<br>TBK BANK | 7    |
| COUNTY OF                    |      |
| STATE OF                     | ) 55 |

THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND SWORN BEFORE ME THIS DAY OF BY AUTHORIZED AGENT OF TEK BANK.

| NOTARY PUBLIC                                   |  |
|-------------------------------------------------|--|
| WITNESS MY HAND AND SEAL. MY COMMISSION EXPIRES |  |
| MY ADDRESS IS                                   |  |

1. BY GRAPHIC PLOTTING ONLY THIS SITE LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NUMBER 080010C055G, WITH AN EFFECTIVE DATE OF AUGUST 16,

2. ALL EASEMENTS SHOWN ARE UTILITY AND DRAINAGE EASEMENTS UNLESS OTHERWISE NOTED. ALL EASEMENTS ALONG ROADS ARE ALSO SLOPE EASEMENTS.

3. ENGINEERED ONSITE WASTEWATER SYSTEMS (OWS) MAY BE REQUIRED ON CERTAIN LOTS. ENGINEERED OWS ARE LARGER AND MORE COSTLY THAN CONVENTIONAL SYSTEMS. LOT SPECIFIC SOILS AND PERCOLATION TESTS SHALL BE USED TO DETERMINE THE TYPE AND SIZE OF OWS THAN THE MINIMUM REQUIRED BASED SOLELY UPON THE PERCOLATION TEST

SUITABLE AREA NEEDS TO BE DESIGNATED ON EACH LOT SITE PLAN FOR BOTH PRIMARY AND REPLACEMENT WASTEWATER ABSORPTION AREAS. REPLACEMENT OF THE PRIMARY ABSORPTION AREA MAY BE REQUIRED IF FAILURE OF THE PRIMARY AREA OCCURS. THESE AREAS NEED TO MEET ALL TRI-COUNTY HEALTH DEPARTMENT SETBACK REQUIREMENTS AND ARE TO REMAIN FREE OF ANY IMPROVEMENTS, E.G. IRRIGATED LANDSCAPE, PAVING,

4. NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOT IN ANY PHASE OF CONSTRUCTION, UNTIL ALL PUBLIC IMPROVEMENTS, IN ANY PHASE, AS REQUIRED BY THE APPROVED CONSTRUCTION PLANS, HAVE BEEN COMPLETED AND ARE UNDER PRELIMINARY ACCEPTANCE OF THE ADAMS COUNTY DEPARTMENT OF PUBLIC WORKS.

5. FIFTEEN-FOOT (15") WIDE UTILITY EASEMENTS ARE HEREBY GRANTED ON PRIVATE 5. FIFTEEN-FOOT (15) WIDE UTILITY EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ADJACENT TO THE FRONT AND REAR LOT LINES OF EACH LOT WITHIN THE SUBDIVISION OR PLATTED AREA. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEPHONE, CABLE AND TELECOMMUNICATION FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS WITHIN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY

6. THE DEVELOPER SHALL PROVIDE A BUILDING ENVELOPE FREE OF ALL UNDERGROUND PIPELINES AND WILL BE RESPONSIBLE FOR REMOVING, RELOCATING AND/OR REDIRECTING ANY UNDISCOVERED PIPELINES WITHIN THE BUILDING ENVELOPES.

7. ADAMS COUNTY IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF ANY COVENANTS, CONDITIONS, OR RESTRICTIONS THAT MAY BE FILED AGAINST THIS SUBDIVISION PLAT.

8. THE DEVELOPER SHALL RELOCATE ANY AND ALL OIL OR GAS LINES THAT PREVENT AN

9. THERE ARE EXISTING UNDERGROUND GAS AND/OR OIL LINES WITHIN UNDOCUMENTED EASEMENTS WITHIN THIS DEVELOPMENT. THIS IS A GENERAL NOTE INFORMING THAT SUCH LINES OR EASEMENTS MAY EXIST ON ANY LOT AND CANNOT BE ACCURATELY LOCATED ON ANY PLATS AND THAT THE SURVEYOR AND ENGINEER ARE NOT LIABLE OR RESPONSIBLE FOR ANY BUILDING RESTRICTIONS OR LIMITATIONS CAUSED BY THESE LINES OR EASEMENTS. RESPONSIBILITY IS WITH THE OWNER/DEVELOPER TO LOCATE ANY SUCH LINES SO AS TO PROVIDE, AN ACCEPTABLE BUILDING ENVELOPE.

(CONTINUED)

#### NOTES (CONTINUED)

CASE NO. PRC2018-00005

10. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY TO THE SYSTEM. THE PROPERTY OWNERS (METRO DISTRICT) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNERS 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 OWNERS.

11. THE PROPERTY IS ALSO SUBJECT TO THE FOLLOWING ITEMS FROM LAND TITLE INSURANCE COMPANY OF COLORADO, COMMITMENT NUMBER ABC70576361.1 SCHEDULE A EXCEPTIONS: A. MULTIPLE REFERENCES TO WATER, GAS AND MINERAL RIGHTS.
B. RIGHT OF WAY OF RECORD IN BOOK 41 AT PAGE 248.
C. EASEMENT AGREEMENT OF RECORD IN BOOK 174 AT PAGE 478.

12.THE PROPERTY IS ALSO SUBJECT TO THE FOLLOWING ITEMS FROM OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ORDER NUMBER ABH70556731 SCHEDULE B2 EXCEPTIONS:

A) ANY PIPELINE, EASEMENT, RIGHTS OR INTERESTS OF PRESENT AND PAST REGARDING SIGNAL DITCH REFERENCED AS ESI 34419724.

B) MULTIPLE REFERENCES TO WATER, GAS AND MINERAL RIGHTS.

13. INDIVIDUAL SEWAGE DISPOSAL (ISDS), MAINTENANCE OF THE ISDS WILL BE UNDERTAKEN BY 13. INDIVIDUAL SEWAGE DISPOSAL (ISDS), WAIN TENANCE OF THE ISDS WILL BE UNDERLINED BY THE TODD CREEK VILLAGE METROPOLITAN DISTRICT (TCVMD), NO SEPTIC TANK SHALL BE CONSTRUCTED FURTHER THAN 150' FROM THE GARAGE DRIVEWAY. SEPTIC TANK PUMPING TRUCKS WILL ACCESS THOSE DRIVEWAYS FOR MAINTENANCE PURPOSES. DRIVEWAYS WILL BE CONSTRUCTED ACCORDINGLY. ALL ISDS WILL BE APPROVED BY TCVMD PRIOR TO

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

15. THE TODD CREEK VILLAGE METROPOLITAN DISTRICT HAS IMPLEMENTED A MAINTENANCE AND INSPECTION PROGRAM FOR ONSITE WASTEWATER SYSTEMS (OWS) WITHIN THE DISTRICT. THE DISTRICT SHALL BE CONTACTED FOR SPECIFIC REQUIREMENTS OF THE PROGRAM

16. THE APPROVED STORMWATER OPERATIONS AND MAINTENANCE MANUAL IS ON FILE WITH ADAMS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION #2018000026310

17. ACCESS OR DRIVEWAYS FROM/ONTO GENEVA COURT IS RESTICTED FOR ALL LOTS IN THIS

18. MONUMENTS WILL BE SET AT ALL STREET INTERSECTIONS, THE BEGINNING AND END OF EACH CENTERLINE, HORIZONTAL CURVE IN A STREET AND AT THE CENTER OF THE CUL-DE-SAC.

19. OIL AND GAS ACCESS EASEMENTS SHOWN ON PLAT ARE FOR MAINTENANCE ACCESS TO WELLS, NO STRUCTURES OR LANDSCAPING TO BE BUILT OR PLACED WITHIN EASEMENT

#### CERTIFICATE OF SURVEY

I, RANDALL R. LONG, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF: THERE ARE NO ROADS, IRRIGATIONDITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT THE SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND THAT THE PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON

FOR AND ON BEHALF OF NEW HORIZON SURVEY, LLC.

| RANDALL R. LONG<br>REGISTERED LAND SURVEYOR<br>COLORADO REGISTRATION NO. 35591 | DATE |  |
|--------------------------------------------------------------------------------|------|--|
| BASIS OF BEARINGS                                                              |      |  |

THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, BEING MONUMENTED AT THE SOUTH 1/4 CORNER BY A 3 INCH ALUMINUM CAP STAMPED \*T1S, 1/4, 3/10, PLS 26298\* AND AT THE SOUTH AST CORNER OF SAID SECTION 3 BY A 2 INCH ALUMINUM CAP STAMPED \*ALPHA ENGRG., T1S, S3/S2/S10/S11, R 67W, 1996, LS 25937" IN A RANGEBOX, BEARING S 89"31"31" W,

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

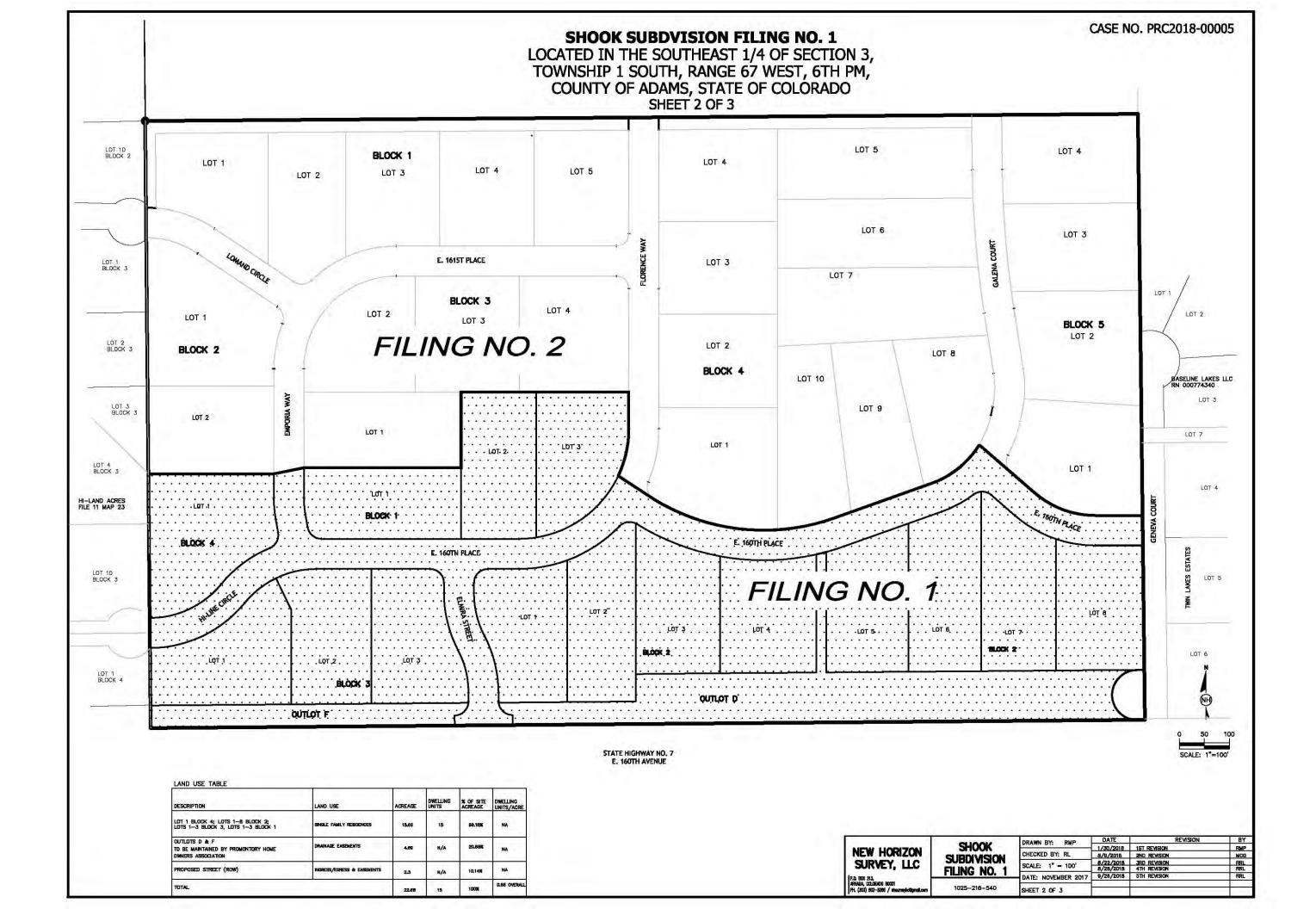
| BOARD | OF CC | YTNUC | COM | MISSIO | NERS / | APPR | OVAL |
|-------|-------|-------|-----|--------|--------|------|------|
| -     |       |       |     |        |        |      |      |

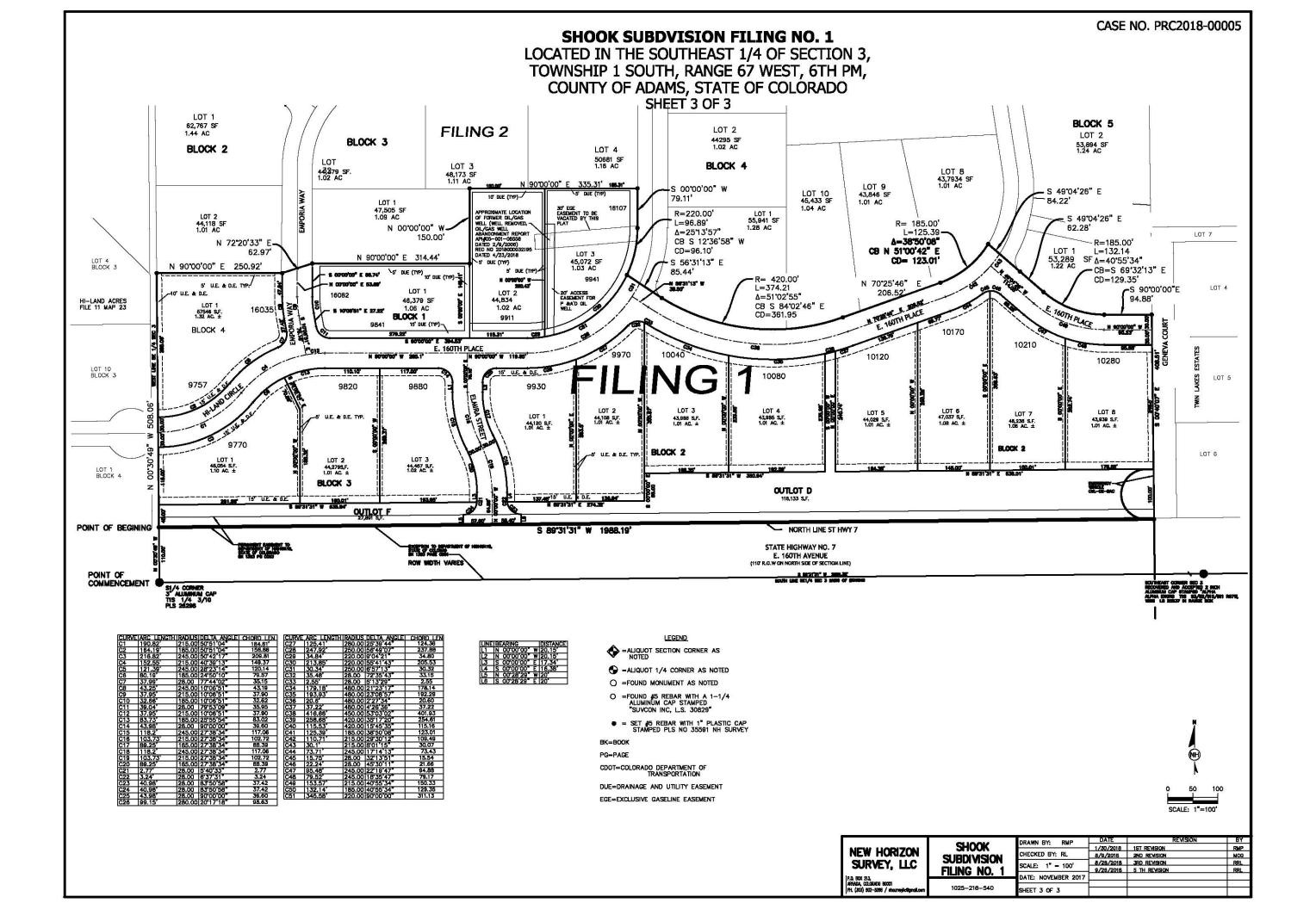
| THE      | DAYOF                                                      |                | 00        |
|----------|------------------------------------------------------------|----------------|-----------|
| THIS     | DAY OF                                                     |                | 20        |
| CHAIR    |                                                            |                | -         |
| PLANNIN  | G COMMISION APPROVA                                        | L              |           |
| APPROV   | ED BY THE ADAMS COUN                                       | NTY PLANNING C | OMMISSION |
| THIS     | DAY OF                                                     | 9.00           |           |
| THIS FIN | ND RECORDER<br>AL PLAT WAS FILED FOR<br>CLERK AND RECORDER |                |           |
|          | M. ON THE                                                  | DAY OF         | 20        |
| COUNTY   | CLERK AND RECORDER                                         |                |           |
| BY DEPU  | πY:                                                        |                |           |
| INSTRUM  | ENT NUMBER:                                                |                |           |

**NEW HORIZON** SURVEY, LLC

SHOOK SUBDIVISION FILING NO.

DRAWN BY: RMP 1/30/2018 1ST REVISION CHECKED BY: RL 8/9/2018 2ND REVISION SCALE: N/A 8/28/2018 4TH REVISION DATE: NOVEMBER 2017 9/28/18 5TH REVISION SHEET 1 OF 3





#### FIRST AMENDMENT TO SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AMENDED AGREEMENT, is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and SEC 2-3 Phoenix, LLC, a Colorado limited liability company, 9200 E. Mineral Avenue, Unit 365, Centennial, CO 80112, hereinafter called "Developer", and collectively referred to hereinafter as the "parties". This amended agreement ("Agreement") replaces and supersedes the previous subdivision improvement agreement of the parties made and entered into on or about February 15, 2018. (Reception # 2018000013397, Case # PLT2005-00051)

#### WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof, hereafter referred to as the "Property".

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

| WHEREAS,    | on the Board of County Commissioners approved Case#            |
|-------------|----------------------------------------------------------------|
| PLT         | , Shook Subdivision Filing 1 for the following:                |
| Major Subdi | vision to create 15 lots on approximately 22.68 acres of land. |

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

- Engineering Services. Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
- Drawings and Estimates. The Developer shall furnish drawings and cost estimates for all
  improvements described and detailed on Exhibit "B" for approval by the County. Upon
  request, the Developer shall furnish one set of reproducible "as built" drawings and a final
  statement of construction costs of the development to the County.
- Construction. Developer shall furnish and construct, at its own expense and in accordance
  with drawings and materials approved by the County, the improvements described and
  detailed on Exhibit "B".

- 4. Time for Completion. Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibits "B". The Director of Community and Economic Development may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B" for a period not to exceed 180 days. Any extension greater than 180 days shall only be approved by the BoCC. Any extension of time shall be in written form only.
- Guarantee of Compliance. Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, for each of the phases, releasable only by the County, to guarantee compliance with this agreement.

Said collateral for Exhibit "B" shall be in the amount of \$404,548.46,\_including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Public Works Department in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No building permits shall be issued for any phase of the development until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Director of Public Works. No construction permits shall be issued until all collateral required by this SIA is provided and approved by County staff.

- 6. Acceptance and Maintenance of Public Improvements. All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance of that phase. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
- 7. Successors and Assigns. This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
- 8. Improvements and Dedication. The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

Shook Subdivision Case No. PLT

| A. | improvements. The Snook Filing No. 1 Subdivision:                                                   |
|----|-----------------------------------------------------------------------------------------------------|
|    | Public Improvements:                                                                                |
|    | <ul> <li>Construction of Hi-Land Circle, East 160<sup>th</sup> Place, and Elmira Street.</li> </ul> |
|    | <ul> <li>Construction of related drainage ways, culverts, and utilities.</li> </ul>                 |

- Block 1, Lots 1-3
- Block 2, Lots 1-8
   Block 3, Lots 1-3
- Block 4, Lot 1
- · Outlots D,F

See Exhibit "B" for description, estimated quantities and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

B. Public dedication of land for right-of-way purposes or other public purpose. Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

All dedications were made at the time of platting.

| By: |                                | By: |             |  |
|-----|--------------------------------|-----|-------------|--|
| 2). | Gene Osborne, Authorized Agent | 22. | Name, Title |  |

Shook Subdivision Case No. PLT

| My commission expires:                                                                              |                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Address:                                                                                            | Notary Public                                                                                                                                                                                                                 |
| APPROVED BY resolution at the meeting of                                                            | , 2018.                                                                                                                                                                                                                       |
| shall be required in the amounts of: Shook Sub-<br>permits shall be issued until said collateral is | reement and construction of public improvements odivision No. Filing 1 \$404,548.46. No building furnished in the amount required and in a formers. No construction permits shall be issued until d approved by County staff. |
| ATTEST:                                                                                             | CHAIR<br>ADAMS COUNTY, COLORADO                                                                                                                                                                                               |
| Clerk of the Board                                                                                  | Chair                                                                                                                                                                                                                         |

#### EXHIBIT A

| <b>Legal Description:</b> Located in the Southeast ¼ of Section 3, Township 1 South, Range 67 West of the 6 <sup>th</sup> P.M, County of Adams, State of Colorado |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Shook Subdivision Filing No. 1 as recorded under Reception No at the Adams County Clerk and Recorders Office.                                                     |  |
|                                                                                                                                                                   |  |
|                                                                                                                                                                   |  |
|                                                                                                                                                                   |  |
| EXHIBIT B                                                                                                                                                         |  |
| See attached Exhibit B.                                                                                                                                           |  |
|                                                                                                                                                                   |  |
| Construction Completion Dates: October 31, 2018                                                                                                                   |  |
|                                                                                                                                                                   |  |
| Initials or signature of Developer:                                                                                                                               |  |
|                                                                                                                                                                   |  |

#### Exhibit B-1

Shook Subdivision
Projected Schedule Of Public Improvements

| Item                                       | Quantity | Unit       | Unit Price  | Total        |
|--------------------------------------------|----------|------------|-------------|--------------|
| 1 A. Streets - Elmira Street               |          |            |             |              |
| All internal roads                         |          | -          | -           | _            |
| HMA Pavement (4" Full Depth)               | 197      | Tons       | 572.73      | \$14,336.00  |
| Class Road Base (6" Depth)                 | 296      | Tons       | \$24.18     | \$7,150.08   |
| Fine Grading                               | -        | 120.00     | \$1.00      | \$1,328.00   |
| 6' Class 6 road base shoulders             |          |            | \$24.18     | \$3,455.34   |
| Signs                                      |          |            | \$300.00    | \$1,200.00   |
| Street Lights                              |          |            | \$3,500.00  | \$7,000.00   |
| Traffic Control                            |          |            | \$3,500.00  | \$3,500.00   |
| 30-inch-RCP                                | 46       | LF.        | \$88.00     | \$4.048.00   |
| 30" FES                                    | 2        | EA         | 51,200.00   | \$2,400.00   |
| Mobilization                               | 1        | LS         | \$390.00    | 5390.00      |
|                                            |          |            | Subtotal    | \$44,807.42  |
| 18. Streets - E. 160th Place               |          |            |             |              |
| All internal roads                         |          |            |             |              |
| HMA Pavement (5" Full Depth)               | 1572     | Tons       | 558 18      | \$91,472.00  |
| Class 6 Road Base                          | 1887     | Tons       | 524.18      | \$45,621,66  |
| Fine Grading                               | 8240     | SY         | \$1.00      | \$8,240.00   |
| 6' Class 6 road base slioulders            | 836      | Tons       | \$24.18     | 520,213,34   |
| Signs                                      | 5        | EA         | \$300.00    | \$1,500.00   |
| Street Lights                              | 3        | EA         | \$3,500.00  | \$10,500.00  |
| 24-inch RCP                                | 84       | LF         | \$65 00     | \$5,460.00   |
| 24" FES                                    | 4        | EA         | \$750.00    | \$3,000 00   |
| Mobilization                               | 1        | LS         | \$390.00    | 5390.00      |
|                                            |          |            | Subtotal    | \$186,397.00 |
| 1C. Streets - Hi-Land Circle               |          |            |             |              |
| All internal roads                         |          |            |             |              |
| HMA Pavement (5" Full Depth)               | 248      | Tons       | \$58.18     | 514.416.00   |
| Class 6 Road Base                          | 297      | Tons       | 524 18      | 57,189.98    |
| Fine Grading                               | 1333     | SY         | \$1.00      | 51,333.00    |
| 6' Class 6 road base shoulders             | 143      | Tons       | 524.18      | 53,447.36    |
| Signs                                      | 1        | EA         | \$300.00    | \$300.00     |
| 24-inch RCP                                | 48       | LF         | \$65.00     | \$3,120.00   |
| 24" FES                                    | 2        | EA         | \$750.00    | \$1,500.00   |
| Mobilization                               | 1        | 15         | \$390.00    | \$390.00     |
| 710911201011                               |          |            | Subtotal    | \$31,696.3   |
| 2. Drainage System                         |          |            |             |              |
| Pond A: Pond Grading Cut                   | 740      | CY         | \$3.00      | 52,220.00    |
| B" Thick Maintenance Road Crushed Granite  | 337      | CY         | 544.00      | \$14,828.00  |
| 12" Thick Concrete Overflow Weir           | 2        | CY         | \$500.00    | \$925.00     |
| 24" RCP                                    | 35       | LF         | \$65.00     | \$2,275.00   |
| 30" RCP                                    | 74       | LF         | \$88.00     | \$6,512.00   |
| Seeding and Mulching                       | 1        | Acres      | \$35.00     | 544,4        |
| 18" Thick Class M Riprap                   | 97       | CY         | \$40.00     | \$3,880.00   |
| Concrete, Type D Modified Outlet Structure | 1        | Each       | \$10.000.00 | \$10,000.00  |
| 8" Thick Concrete Forebay                  | 2        | Each       | \$5,000.00  | 510,000.0    |
| 6" Thick Concrete Trickle Channel          | 499      | LF         | \$15.00     | \$7,485.0    |
|                                            |          |            | Pond A      |              |
|                                            |          |            | Subtotal    | \$58,169.45  |
|                                            | Sto      | rm/Pond    | -           | \$58,169.4   |
|                                            | To       | tal Projec | tion        | \$321,070.2  |
|                                            |          | inistratio |             | \$64,214.0   |
|                                            | -        | ion Guara  |             | \$19,264.2   |
|                                            |          |            | th Warranty | \$404,548.46 |
|                                            |          |            |             |              |

A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH , RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PART OF SHOOK SUBDIVISION RECEPTION NO. 2006000202010 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, BEING MONUMENTED AT THE SOUTH 1/4 CORNER BY A 3 INCH ALUMINUM CAP STAMPED "T15,1/4, 3/10, PLS 26296" AND AT THE SOUTHEAST CORNER OF SAID SECTION 3, BY A 2 INCH ALUMINUM CAP STAMPED "TABLED AND SAID SECTION 3, BY A 2 INCH ALUMINUM CAP STAMPED "ALUPHA ENGRG. T15/35/25/10/31, R67W, 1996. IS25937" IN A RANGE BOX, BEARING SS8\*31'31'W:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3, THENGE N 00°30′49° W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 110.00 FEET TO THE POINT ON THE SOUTHEAST PROPERTY CORNER OF THE SHOOK PROPERTY.

THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER N 00°30′49° W A DISTANCE OF 508.06 FEET TO THE NORTH CORNER OF LOT 1 BLOCK 4. SHOOK SUBDIVISION AT RECEPTION NO.2006000202010 THE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER N 00°30′49° W A DISTANCE OF 705.17 FEET TO THE CENTER-SOUTH 1/16TH CORNER OF SAID SECTION 3; THENCE N 89°35′44° E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SOUTHEAST ONE QUARTER OF SECTION 3 A DISTANCE OF 1984.86 FEET TO THE CENTER-EAST-SOUTHEAST ONE-SIXTY-FOURTH OF SECTION 3.

THENCE S 00°39'23" E, A DISTANCE OF 802.30 FEET:

THENCE N 90°00'00° W, A DISTANCE OF 94.88 TO A POINT ON A CURVE WITH A RADIUS OF 185.00 FEET, A LENGTH OF 132.14 FEET, A DELTA ANGLE OF 40°55'34', A CHORD LENGTH OF 129.35 FEET AND A CHORD BEARING OF N 69°32'13° W;

THENCE N 48°04'26" W, A DISTANCE OF 62.28 FEET;

THENCE N 49°04'26° W, A DISTANCE OF 84.22 FEET TO A POINT ON A CURVE WITH A RADIUS OF 185.00 FEET, A LENGTH OF 125.39 FEET, A DELTA ANGLE OF 38°50'08°, A CHORD LENGTH OF 123.01 FEET AND A CHORD BEARING OF S 51°00'42° W;

THENCE S 70°25'46" W, A DISTANCE OF 206.52 FEET TO A POINT ON A CURVE WITH A RADIUS OF 420.00 FEET, A LENGTH OF 374.21 FEET A DELTA ANGLE OF 51°02'56", A CHORD LENGTH OF 381.95' AND A CHORD BEARING OF N 84°02'46" W;

THENCE N 56°31'13" W A DISTANCE OF 85.44 FEET TO A POINT ON A CURVE WITH A LENGTH OF 96.89 FEET, A RADIUS OF 220.00 FEET, A DELTA OF 25°13'57", A CHORD BEARING OF N 12°35'58" E, AND A CHORD LENGTH OF 96.10 FEET;

THENCE N 00°00'00' W A DISTANCE OF 79.11 FEET:

THENCE S 00'00'00' W A DISTANCE OF 335.31 FEET

THENCE S 00°00'00" E A DISTANCE OF 150.00 FEET:

THENCE S 90°00'00" W A DISTANCE OF 314,44 FEET

THENCE S 72°20'33" W A DISTANCE OF 62.97 FEET:

THENCE S 90'00'00" W A DISTANCE OF 250.92 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1 417 597 63+ SQUARE FEET OR 32 54+ ACRES

WITNESS MY HAND AND SEAL. MY COMMISSION EXPIRES

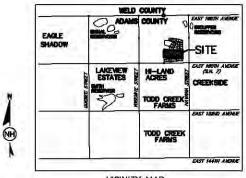
MY ADDRESS IS

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS AND OUTLOTS AS SHOWN ON THE PLAT UNDER THE NAME AND STYLE OF "SHOOK SUBDIVISION" FILING NO 2 AND DO HERREY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR PUBLIC USE, ALL STREETS AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT, FOREVER, AND ALSO RESERVE THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS EASEMENTS ON THIS PLAT, FOR THE INSTALLATION AND MAINTENANCE OF UTILITY AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, TOGETHER WITH A FRIGHT TO TRIM INTERFERING TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS TO BE USED IN A RESPONSIBLE AND PRUDENT MANABLED.

| BY: GEORGE HANLON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                       |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                       |
| MANAGER DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                 |                                       |
| ACKNOWLEDGMENT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                       |
| COUNTY OF)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                                       |
| STATE OF COLORADO )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                 |                                       |
| THE FORGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS DAY OF PHOENIX, LLC. A COLORADO LIMITED LIABILITY COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 | _, 20, BY SEC 2-                      |
| NOTARY PUBLIC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                 |                                       |
| WITNESS MY HAND AND SEAL. MY COMMISSION EXPIRES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                       |
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| MY ADDRESS IS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |                                       |
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| THE UNDERSIGNED HEREBY CONSENT(S) TO THE PUBLIC DEDICATION SHOWN ON THIS PLAT A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ND RELEASE(S) T<br>ADAMS COUNTY | HE SAME FROM THE<br>CLERK AND RECORDS |
| THE UNDERSIGNED HEREBY CONSENT(S) TO THE PUBLIC DEDICATION SHOWN ON THIS PLAT A<br>ENCUMBRANCE RECORDED IN BOOKAT PAGE(S)OF THE RECORDS OF THE A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ND RELEASE(S) T<br>ADAMS COUNTY | HE SAME FROM THE<br>CLERK AND RECORDS |
| THE UNDERSIGNED HEREBY CONSENT(S) TO THE PUBLIC DEDICATION SHOWN ON THIS PLAT AF<br>ENCUMBRANCE RECORDED IN BOOKAT PAGE(S)OF THE RECORDS OF THE A<br>TBK BANK , WHOSE ADDRESS IS 4900 E. BROMLEY LANE, BRIGHTON, COLORADO 80801                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ND RELEASE(S) T<br>ADAMS COUNTY | HE SAME FROM THE<br>CLERK AND RECORDS |
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| THE UNDERSIGNED HEREBY CONSENT(S) TO THE PUBLIC DEDICATION SHOWN ON THIS PLAT AF ENCUMBRANCE RECORDED IN BOOKAT PAGE(S)OF THE RECORDS OF THE ATTEMPORAL PROPERTY OF THE ATTEMPORAL PROPERTY OF THE ATTEMPORAL PROPERTY OF THE ATTEMPORAL PROPERTY OF  BY: AUTHORIZED AGENT TEK BANK  COUNTY OF)  SS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ND RELEASE(S) T<br>ADAMS COUNTY | HE SAME FROM THE<br>CLERK AND RECORDS |
| TBK BANK COUNTY OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ADAMS COUNTY                    | HE SAME FROM THE<br>CLERK AND RECORDS |
| THE UNDERSIGNED HEREBY CONSENT(S) TO THE PUBLIC DEDICATION SHOWN ON THIS PLAT AS NOUMBRANCE RECORDED IN BOOKAT PAGE(S)OF THE RECORDS OF THE ASTERIOR | ADAMS COUNTY                    | CLERK AND RECORD                      |
| THE UNDERSIGNED HEREBY CONSENT(S) TO THE PUBLIC DEDICATION SHOWN ON THIS PLAT AS ENCUMBRANCE RECORDED IN BOOKAT PAGE(S)OF THE RECORDS OF THE AT PAGE(S)OF THE RECORDS OF                           | ADAMS COUNTY                    | CLERK AND RECORDS                     |

#### **SHOOK SUBDVISION FILING NO 2**

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST, 6TH PM, COUNTY OF ADAMS, STATE OF COLORADO SHEET 1 OF 3



VICINITY MAP

#### NOTES

1. BY GRAPHIC PLOTTING ONLY THIS SITE LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NUMBER 080010C055G, WITH AN EFFECTIVE DATE OF AUGUST 16, 1995.

2. ALL EASEMENTS SHOWN ARE UTILITY AND DRAINAGE EASEMENTS UNLESS OTHERWISE NOTED. ALL EASEMENTS ALONG ROADS ARE ALSO SLOPE EASEMENTS.

3. ENGINEERED ONSITE WASTEWATER SYSTEMS (OWS) MAY BE REQUIRED ON CERTAIN LOTS. ENGINEERED OWS ARE LARGER AND MORE COSTLY THAN CONVENTIONAL SYSTEMS, LOT SPECIFIC SOILS AND PERCOLATION TESTS SHALL BE USED TO DETERMINE THE TYPE AND SIZE OF OWS THAN THE MINIMUM REQUIRED BASED SOLELY UPON THE PERCOLATION TEST RESULTS.

SUITABLE AREA NEEDS TO BE DESIGNATED ON EACH LOT SITE PLAN FOR BOTH PRIMARY AND REPLACEMENT WASTEWATER ABSORPTION AREAS. REPLACEMENT OF THE PRIMARY ASSORPTION AREA MAY BE REQUIRED IF FAILURE OF THE PRIMARY AREA OCCURS. THESE AREAS NEED TO MEET ALL TRI-COUNTY HEALTH DEPARTMENT SETBACK REQUIREMENTS AND ARE TO REMAIN FREE OF ANY IMPROVEMENTS, E.G., IRRIGATED LANDSCAPE, PAVING, OUT-BUILDINGS. ETC.

4. NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOT IN ANY PHASE OF CONSTRUCTION, UNTIL ALL PUBLIC IMPROVEMENTS, IN ANY PHASE, AS REQUIRED BY THE APPROVED CONSTRUCTION PLANS, HAVE BEEN COMPLETED AND ARE UNDER PRELIMINARY ACCEPTANCE OF THE ADAMS COUNTY DEPARTMENT OF PUBLIC WORKS.

5. FIFTEEN-FOOT (15') WIDE UTILITY EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ADJACENT TO THE FRONT AND REAR LOT LINES OF EACH LOT WITHIN THE SUBDIVISION OR PLATTED AREA. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEPHONE, CABLE AND TELECOMMUNICATION FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS WITHIN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.

6. THE DEVELOPER SHALL PROVIDE A BUILDING ENVELOPE FREE OF ALL UNDERGROUND PIPELINES AND WILL BE RESPONSIBLE FOR REMOVING, RELOCATING AND/OR REDIRECTING ANY UNDISCOVERED PIPELINES WITHIN THE BUILDING ENVELOPES.

7. ADAMS COUNTY IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF ANY COVENANTS, CONDITIONS, OR RESTRICTIONS THAT MAY BE FILED AGAINST THIS SUBDIVISION PLAT.

8. THE DEVELOPER SHALL RELOCATE ANY AND ALL OIL OR GAS LINES THAT PREVENT AN ADEQUATE ISDS FROM BEING INSTALLED ON ANY LOT.

9. THERE ARE EXISTING UNDERGROUND GAS AND/OR OIL LINES WITHIN UNDOCUMENTED EASEMENTS WITHIN THIS DEVELOPMENT. THIS IS A GENERAL NOTE INFORMING THAT SUCH LINES OR EASEMENTS MAY EXIST ON ANY LOT AND CANNOT BE ACCURATELY LOCATED ON ANY PLATS AND THAT THE SURVEYOR AND ENGINEER ARE NOT LIABLE OR RESPONSIBLE FOR ANY BUILDING RESTRICTIONS OR LIMITATIONS CAUSED BY THESE LINES OR EASEMENTS. RESPONSIBILITY IS WITH THE OWNER/DEVELOPER TO LOCATE ANY SUCH LINES SO AS TO PROVIDE, AN ACCEPTABLE BUILDING ENVELOPE.

10. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY TO THE SYSTEM. THE PROPERTY OWNERS (METRO DISTRICT) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNERS 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 OWNERS.

11. THE PROPERTY IS ALSO SUBJECT TO THE FOLLOWING ITEMS FROM LAND TITLE GUARANTEE COMPANY COMPANY ORDER NUMBER ABC 70576361.1 SCHEDULE A EXCEPTIONS:
A. MULTIPLE REFERENCES TO WATER, GAS AND MINERAL RIGHTS.
B. RIGHT OF WAY OF RECORD IN BOOK 41 AT PAGE 248.
C. EASEMENT AGREEMENT OF RECORD IN BOOK 174 AT PAGE 478.

12.THE PROPERTY IS ALSO SUBJECT TO THE FOLLOWING ITEMS FROM COMMONWEALTH LAND TITLE INSURANCE COMPANY ORDER NUMBER HD529402-023-CN4-CN SCHEDULE A EXCEPTIONS: A) ANY PIPELINE, EASEMENT, RIGHTS OR INTERESTS OF PRESENT AND PAST REGARDING SIGNAL DITCH REFERENCED AS ESI 34419724. B) MULTIPLE REFERENCES TO WATER, GAS AND MINERAL RIGHTS.

CONTINUED

#### NOTES (CONTINUED)

CASE NO. PRC2018-00005

13. INDIVIDUAL SEWAGE DISPOSAL (ISDS). MAINTENANCE OF THE ISDS WILL BE UNDERTAKEN BY THE TODD CREEK VILLAGE METROPOLITAN DISTRICT (TCVMD). NO SEPTIC TANK SHALL BE CONSTRUCTED FURTHER THAN 150' FROM THE GARAGE DRIVEWAY. SEPTIC TANK PUMPING TRUCKS WILL ACCESS THOSE DRIVEWAYS FOR MAINTENANCE PURPOSES. DRIVEWAYS WILL BE CONSTRUCTED ACCORDINGLY. ALL ISDS WILL BE APPROVED BY TCVMD PRIOR TO CONSTRUCTION

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

15. NO STRUCTURES, INCLUDING RESIDENCES AND ACCESSORY STRUCTURES, MAY BE CONSTRUCTED WITHIN THE DESIGNATED 150 FOOT BUFFER AROUND EACH EXISTING OIL OR GAS WELL. THIS PROVISION DOES NOT APPLY TO FENCES. WHERE A NEW HOME, OR A PORTION OF A NEW HOME, 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 (SECTION 4-08-01-02-02-12, ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS). THE WAIVER FORM (OIL AND GAS WELL WAIVER) IS AVAILABLE AT THE ADAMS COUNTY PLANNING AND DEVELOPMENT DEPARTMENT. THE COMPLETED WAIVER SHALL BE EXECUTED, NOTARIZED, AND SHALL BE RECORDED AT THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDED. A COPY OF THE RECORDED WAIVER SHALL BE REVIEWED FOR THE ACCURACY AND COMPLETENESS BY THE ADAMS COUNTY PLANNING AND DEVELOPMENT DEPARTMENT. THIS PROVISION DOES NOT APPLY IF THE WELL HAS BEEN PLUGGED AND ABANDONED.

16. THE TODD CREEK VILLAGE METROPOLITAN DISTRICT HAS IMPLEMENTED A MAINTENANCE AND INSPECTION PROGRAM FOR ONSITE WASTEWATER SYSTEMS (OWS) WITHIN THE DISTRICT. THE DISTRICT SHALL BE CONTACTED FOR SPECIFIC REQUIREMENTS OF THE PROGRAM18. 17 THE APPROVED STORMWATER OPERATIONS AND MAINTEMANCE MANUAL IS ON FILE WITH ADAMS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION #2016000026310.

17. ACCESS OR DRIVEWAYS FROM/ONTO GENEVA COURT IS RESTICTED FOR ALL LOTS IN THIS FILING.

18. MONUMENTS WILL BE SET AT ALL STREET INTERSECTIONS, THE BEGINNING AND END OF EACH CENTERLINE, HORIZONTAL CURVE IN A STREET AND AT THE CENTER OF THE CUL-DE-SAC.

19. OIL AND GAS ACCESS EASEMENTS SHOWN ON PLAT ARE FOR MAINTANCE ACCESS. NO STRUCTURES OR LANDSCAPING TO BE BUILT OR PLACED WITHIN EASEMENT.

#### CERTIFICATE OF SURVEY

I, RANDALL R. LONG, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF: THERE ARE NO ROADS, IRRIGATIONDITICHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT THE SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND THAT THE PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON

FOR AND ON BEHALF OF NEW HORIZON SURVEY, LLC.

| RANDALL R. LONG<br>REGISTERED LAND SURVEYOR | DATE |  |
|---------------------------------------------|------|--|
| COLORADO REGISTRATION NO. 35591             |      |  |

#### BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, BEING MONUMENTED AT THE SOUTH 1/4 CORNER BY A 3 INCH ALUMINUM CAP STAMPED 'T1'S, 1/4, 3/10, PLS 26298" AND AT THE SOUTHEAST CORNER OF SAID SECTION 3 BY A 2 INCH ALUMINUM CAP STAMPED "ALPHA ENGRG., T1S, 83/92/510/S11, R 67W, 1996, LS 25937" IN A RANGEBOX, BEARING S 89"31"31" W,

#### NOTICE

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

| OARD C           | OF COUNTY COMMISSION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | NERS APPROVAL    |          |        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|--------|
| PPROV            | ED BY THE ADAMS COUN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | NTY BOARD OF CO  | MISSION  | VERS   |
| HIS              | DAY OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  | 20       |        |
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|                  | OF PLANNING COMMISSION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ON APPROVAL      |          |        |
| PPROV            | ED BY THE ADAMS COUN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | NTY PLANNING COM | MISSION  | NER    |
| HIS              | DAY OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0.414.00         | , 20     |        |
| HIS FIN          | ND RECORDER<br>AL PLAT WAS FILED FOR<br>CLERK AND RECORDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | RECORD IN THE C  | FFICE OF | THE AD |
|                  | M, ON THE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | DAY OF           |          | 20     |
| OUNTY<br>BY DEPU | CLERK AND RECORDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                  |          |        |
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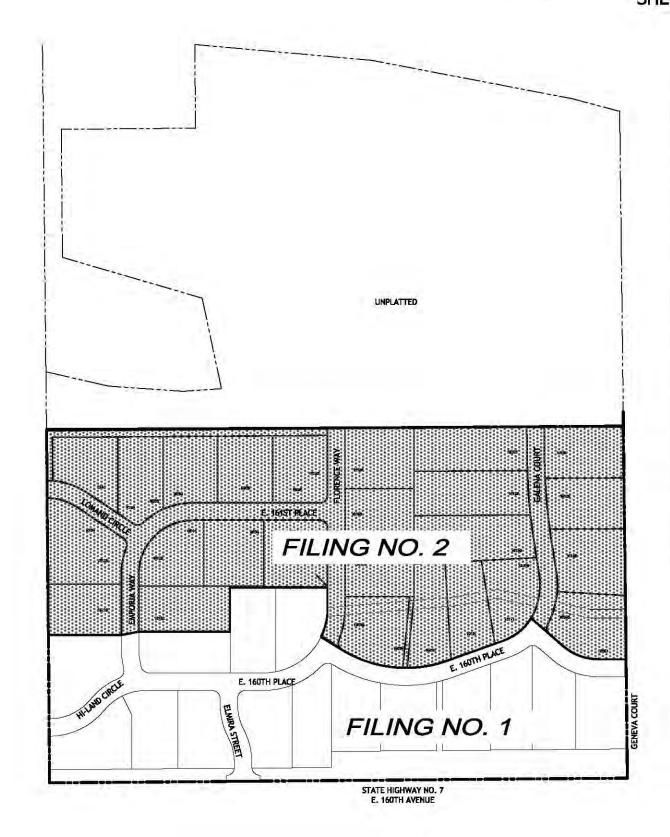
PH. (303) 502-5266 / meuronic@cm

SHOOK CHECKEL SUBDIVISION FILING NO. 2

| DRAWN BY: M | DRAWN BY: MCG       | DATE      | REVISION     | BY  |
|-------------|---------------------|-----------|--------------|-----|
|             | DIAMIN DI. MCG      | 1/30/2018 | 1ST REVISION | RMP |
|             | CHECKED BY: RL      | 8/9/2018  | 2ND REVISION | MCB |
|             | SCALE: N/A          | 8/28/2018 | 3RD REVISION | JR  |
|             | SCALE: N/A          | 9/28/2018 | 5TH REVISION | RRL |
|             | DATE: NOVEMBER 2017 |           |              |     |
|             | SHEET 1 OF 3        | -         |              | _   |

#### SHOOK SUBDVISION FILING NO 2

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST, 6TH PM, COUNTY OF ADAMS, STATE OF COLORADO SHEET 2 OF 3



| CURVE      | RADIUS              | LENGTH            | DELTA ANGLE          | CHORD LENGTH      | CHORD BEARING                  |  |
|------------|---------------------|-------------------|----------------------|-------------------|--------------------------------|--|
| C1         | 185.00              | 132.14            | 40'55'34"            | 129.35            | N 69'32'13" W                  |  |
| C2         | 185.00              | 125.39            | 38'50'08"            | 123.01' S 51'00'4 |                                |  |
| C3         | 420,00              | 374.21            | 51'02'56"            | 361.95' N 84'02'4 |                                |  |
| C4         | OMITTED             |                   |                      |                   |                                |  |
| C5         | OMITTED             | -                 |                      |                   |                                |  |
| C6         | OMITTED             |                   | 1                    | 1                 |                                |  |
| C7         | 245,00              | 92.31'            | 21'35'16"            | 91.77             | S 10'47'38" W                  |  |
| C8         | 28.00'              | 37.99'            | 77'44'02"            | 35.14             | N 17'16'45" W                  |  |
| C9         | 215.00              | 127.04            | 33'51'14"            | 125.20'           | S 16'55'37" W                  |  |
| C10        | 215.00              | 210.69            | 56'08'46"            |                   |                                |  |
| C11        | 215.00              | 337.72            | 90,00,00             | 304.06            | S 61"55"37" W<br>S 45"00"00" W |  |
| C12        | 185.00              | 290.60            | 90,00,00             | 261.63            |                                |  |
|            |                     |                   |                      |                   | S 45'00'00" W                  |  |
| C13        | 28.00               | 37.99'            | 77'44'02"            | 35.14             |                                |  |
| C14        | 185.00              | 109.04            | 33'46'15"            | 107.47            | N 73'01'52" W                  |  |
| C15        | 215.00              | 126.72            | 33'46'15"            | 124.90            |                                |  |
| C16        | 245.00              | 20.03             | 4'41'03"             | 20.02             | N 87'43'15" W                  |  |
| C17        | 245.00              | 125.00            | 29"13'58"            | 123.65            | N 70 45 44 W                   |  |
| C18        | 245.00              | 83.06             | 19'25'26"            | 82.66             | S 55"49"56" W                  |  |
| C19        | 245.00              | 104.58            | 24"27"22"            | 103.78            | S 77'46'19" W                  |  |
| C20        | 25.00"              | 39.27             | 90'00'00"            | 35.36             | N 45'00'00" W                  |  |
| C21        | 25.00'              | 39.27             | 90,00,00             | 35.36             | N 45'00'00" E                  |  |
| C22        | OMITTED             |                   | 1 1 1 1              |                   |                                |  |
| C23        | OMITTED             |                   |                      |                   |                                |  |
| C24        | 250.00              | 114.44            | 26"13"40"            | 113.44            | N 13'06'50" E                  |  |
| C25        | 280.00              | 109.14            | 22"20"00"            | 108.45            | N 1110'00" E                   |  |
| C26        | 28.00'              | 39.51'            | 80'51'19"            | 36.32'            | S 18'05'39" E                  |  |
| C27        | 420,00'             | 235,40'           | 32'6'48"             | 232.33'           | N 74'34'43" W                  |  |
| C28        | 420.00              | 138.80'           | 18'56'08"            | 138.17            | N 79'53'50"E                   |  |
| C29        | 185.00              | 188.85            | 58'29'16"            | 180.76            | N 41"11"08" E                  |  |
| C30        | 185.00              | 67.12             | 20'47'20"            | 66.76             | N 01'32'50" E                  |  |
| C31        | 215.00              | 78.67             | 20'57'49"            | 78.23             | N 22°25'24" F                  |  |
| C32        | 245.00              | 53.79             | 12'34'46"            | 53.68             | N 22 22 13 E                   |  |
| 033        | 28.00               | 37.99'            | 77'44'02"            | 35.14             | N 1012'25" W                   |  |
| 034        | 245.00              | 17.70             | 4'08'20              | 17.69             | S 14 00 40 W                   |  |
| 035        | 245.00              | 28.69             | 6'42'31"             | 28.67             | 5 08'34'32" W                  |  |
| C36        | 245.00              | 60.16             | 14'04'06"            | 60.01             | N 01 48 47 W                   |  |
| C37        | 215.00'             | 78.01             | 20'47'20"            | 77.58             | N 01'32'50" E                  |  |
| 038        | 185.00              | 67.12             | 20'47'20"            | 66.76             | N 01 32 50 E                   |  |
| C39        | 2030.00             | 93.24             | 2'37'54"             | 93.23             | N 07'31'53" W                  |  |
| C40        | 2030.00             | 153.03            | 04'19'09"            | 153.00            | S 04 03 21" E                  |  |
| C41        | 2030.00             | 41.66             | 0110'34"             | 41.56             | S 0118'30" E                   |  |
| C42        | 2000.00             | 283.68            | 8'07'37"             | 283.45            | N 04'47'02" W                  |  |
| C43        | 1970.00             | 34.50'            | 1'00'12"             | 34.50'            | N 08'20'44" W                  |  |
| C44<br>C45 | 1970.00'            | 175.70            | 5'06'36"<br>2'00'49" | 175.64'<br>69.23' | S 05 17 20" E                  |  |
| C45        | 1970.00'<br>270.00' | 69.24'<br>133.52' | 28"20"04"            | 132.17            | N 01'43'38" W                  |  |
| C47        | 330.00              | 163.19            | 28'20'04"            | 161.54            | N 14 17 17 E                   |  |
| 248        | 60.00               | 72.46             | 6910'59"             | 68.14             | N 54'40'53" E                  |  |

| INE | BEARING       | DISTANCE         |  |
|-----|---------------|------------------|--|
| 1   | S 70 25 46 W  | 16.02            |  |
| 2   | S 70°25'46" W | 30.70            |  |
| 3   | N 11'56'30" E | 17.72            |  |
| 4   | S 11'56'30" W | 17.72'<br>17.72' |  |
| 5   | S 11'56'30" W | 17.72            |  |
| 6   | S 11'56'30" W | 12.32            |  |
| 7   | N 11 56 30" E | 5.40'            |  |
| 8   | N 78'03'30" W | 139.23           |  |
| 9   | S 89"19'53" W | 111.05           |  |
| 10  | S 00'40'07" E | 30.00            |  |
| 11  | N 8919'53" E  | 107.74           |  |
| 12  | S 78 03 30 E  | 135.27           |  |
| 13  | S 89'20'28" W | 20.05            |  |
| 14  | S 00°39'22" E | 984.67           |  |
| 15  | S 8976'51" W  | 20.00            |  |
| 16  | N 00'39'32" W | 984.69           |  |
| 17  | N 89'35'44" E | 60.00            |  |
| 18  | S 00'43'13" E | 929.28           |  |
| 19  | N 89"16'53" E | 27.63            |  |
| 20  | S 51 06 39 W  | 41.18            |  |
| 21  | N 00'43'13" W | 955.06           |  |
| 22  | N 89 35 15 E  | 60.00            |  |
| 23  | S 00'00'00" W | 168.56           |  |
| 24  | S 28 20 04" W | 438.19           |  |
| 25  | N 04'36'17 E  | 81.92            |  |
| 26  | S 28"20"04" W | 259.03           |  |
| 27  | S 65"12"31" E | 20.06            |  |
| 28  | N 28'20'04" E | 259.03           |  |
| 29  | S 61 39 56 E  | 38.53            |  |
| 30  | N 03'40'09" E | 82.53            |  |
| 31  | N 28'20'04" E | 438.19           |  |
| 32  | N 00'00'03" E | 168.01           |  |
| 33  | S 19'36'12" E | 206.26           |  |
| 34  | N 10'49'41" E | 20.00            |  |
| 35  | N 791019 W    | 537.99           |  |
| 36  | N 75"13'06" W | 171.08           |  |
| 37  | N 00 40 10" W | 97.87            |  |
| 38  | N 89"16'47" E | 237.75           |  |
| 39  | N 51 06 39" E | 86.85            |  |
| 40  | N 65 04 18" W | 82,20'           |  |
| 41  | S 60 48 15" E | 169.81           |  |

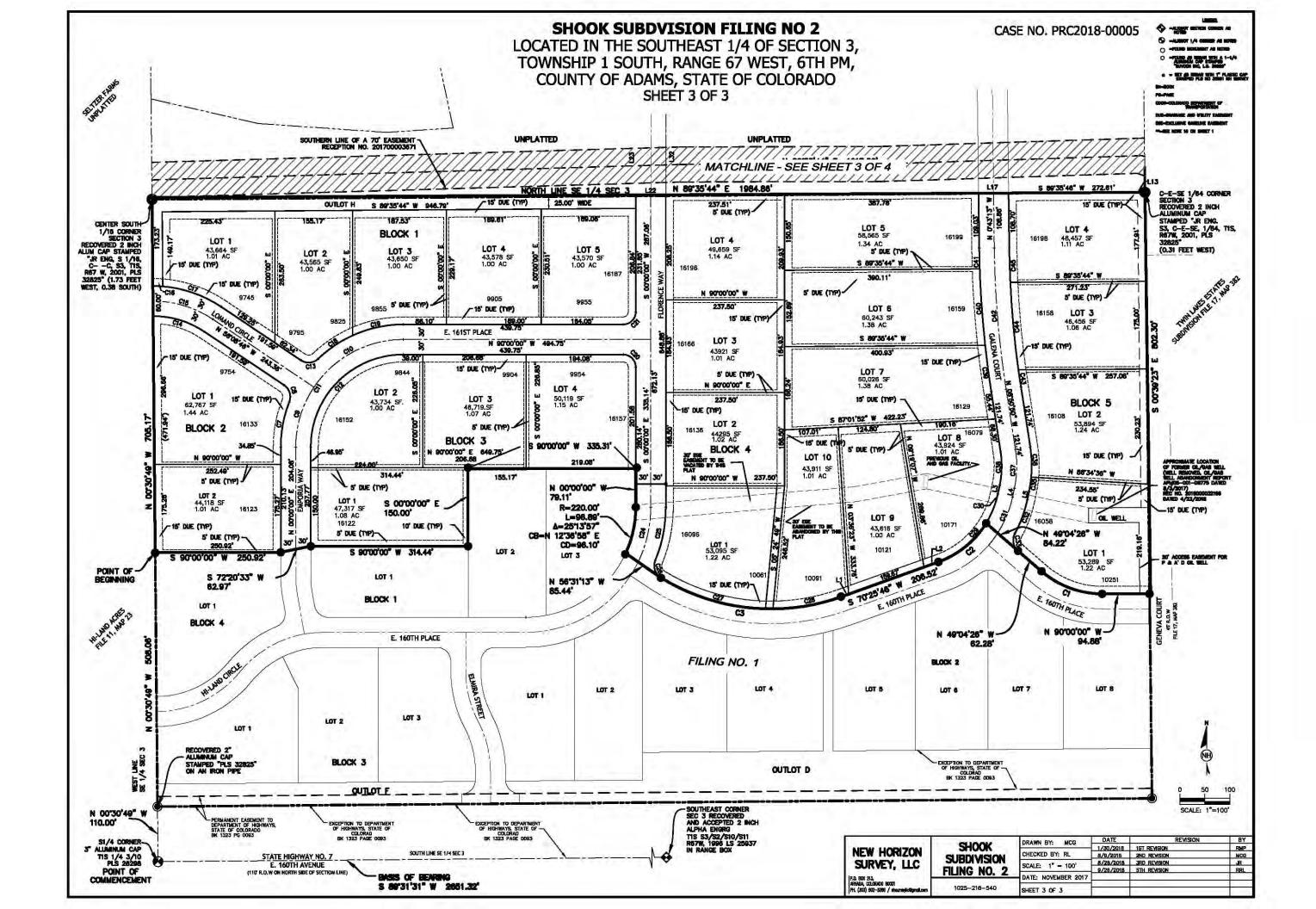
#### LAND USE TABLE

| DESCRIPTION                                                                                  | LAND USE                      | ACREAGE | DWELLING<br>UNITS | % OF SITE<br>ACREAGE | DWELLING<br>UNITS/ACRE |
|----------------------------------------------------------------------------------------------|-------------------------------|---------|-------------------|----------------------|------------------------|
| LOTS 1-5 BLOCK 1 LOT 1-4 BLOCK 5<br>LOTS 1-2 BLOCK 2<br>LOTS 1-4 BLOCK 3<br>LOT 1-10 BLOCK 4 | SINGLE FAMILY RESIDENCES      | 26.02   | 25                | 66.0                 | N/A                    |
| OUTLOTS H TO BE MAINTAINED BY PROMONTORY HOME OWNERS ASSOCIATION                             | STORM WATER DRAINAGE EASEMENT | 0.62    | N/A               | 2.0                  | N/A                    |
| STREET (ROW)                                                                                 |                               | 3.90    | N/A               | 12.0                 | N/A                    |
| TOTAL                                                                                        |                               | 32.64   |                   | 100%                 | .77 OVERALL            |



SCALE: 1"=200"

NEW HORIZON SURVEY, LLC SHOOK SUBDIVISION FILING NO. 2



#### FIRST AMENDMENT TO SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AMENDED AGREEMENT, is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and SEC 2-3 Phoenix, LLC, a Colorado limited liability company, 9200 E. Mineral Avenue, Unit 365, Centennial, CO 80112, hereinafter called "Developer", and collectively referred to hereinafter as the "parties". This amended agreement ("Agreement") replaces and supersedes the previous subdivision improvement agreement of the parties made and entered into on or about February 15, 2018. (Reception # 2018000013397, Case # PLT2005-00051)

#### WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof, hereafter referred to as the "Property".

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

| WHEREAS, or   | the Board of County Commissioners approved Case#             |
|---------------|--------------------------------------------------------------|
| PLT           | Shook Subdivision Filing No. 2 for the following:            |
| Major Subdivi | sion to create 25 lots on approximately 32.54 acres of land. |

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

- Engineering Services. Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
- Drawings and Estimates. The Developer shall furnish drawings and cost estimates for all
  improvements described and detailed on Exhibit "B" for approval by the County. Upon
  request, the Developer shall furnish one set of reproducible "as built" drawings and a final
  statement of construction costs of the development to the County.
- Construction. Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".

- 4. Time for Completion. Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibits "B". The Director of Community and Economic Development may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B" for a period not to exceed 180 days. Any extension greater than 180 days shall only be approved by the BoCC. Any extension of time shall be in written form only.
- Guarantee of Compliance. Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, for each of the phases, releasable only by the County, to guarantee compliance with this agreement.

Said collateral for Exhibit "B" shall be in the amount of \$421,955.67 including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Public Works Department in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No building permits shall be issued for any phase of the development until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Director of Public Works. No construction permits shall be issued until all collateral required by this SIA is provided and approved by County staff.

- 6. Acceptance and Maintenance of Public Improvements. All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance of that phase. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
- 7. Successors and Assigns. This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
- Improvements and Dedication. The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

Shook Subdivision Case No. PLT

| A. Imp | provements. | The Shook | Filing | NO. | 2 Subdivision |
|--------|-------------|-----------|--------|-----|---------------|
|--------|-------------|-----------|--------|-----|---------------|

Public Improvements:

- Construction of Emporia Way, Lomand Circle, E. 161<sup>st</sup> Place, Florence Way, and Galena Court.
- · Construction of related drainage ways, culverts, and utilities.
- Block 1, Lots 1-5
- Block 2, Lots 1-2
- Block 3, Lots 1-4
- Block 4, Lots 1-10
- Block 5, Lots 1-4
- Additional turn lane at Elmira Street entry
- Install Hammerhead on Geneva Court

See Exhibit "B" for description, estimated quantities and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

B. Public dedication of land for right-of-way purposes or other public purpose. Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

All dedications were made at the time of platting.

|                                | By: |             |
|--------------------------------|-----|-------------|
| Gene Osborne, Authorized Agent | -,  | Name, Title |

### Shook Subdivision Case No. PLT

| 2018, by                                                                              |                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| My commission expires:                                                                |                                                                                                                                                                                                                                                                       |
| Address:                                                                              | Notary Public                                                                                                                                                                                                                                                         |
| APPROVED BY resolution at the meeting                                                 | of, 2018.                                                                                                                                                                                                                                                             |
| shall be required in the amount of: Shool permits shall be issued until said collater | is agreement and construction of public improvements<br>c Subdivision Filing No. 2 \$421,955.67. No building<br>ral is furnished in the amount required and in a form<br>ssioners. No construction permits shall be issued until<br>led and approved by County staff. |
| ATTEST:                                                                               | CHAIR<br>ADAMS COUNTY, COLORADO                                                                                                                                                                                                                                       |
| Clerk of the Board                                                                    | Chair                                                                                                                                                                                                                                                                 |

## **EXHIBIT A**

| Legal Description: Located in the Southeast ¼ of Section 3, Township 1 South of the 6 <sup>th</sup> P.M, County of Adams, State of Colorado | , Range 67 Wes |
|---------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Shook Subdivision Filing No. 2 as recorded under Reception NoAdams County Clerk and Recorders Office.                                       | at the         |
| EXHIBIT B                                                                                                                                   |                |
| See attached Exhibit B.                                                                                                                     |                |
| Construction Completion Dates: October 31, 2020                                                                                             |                |
| Initials or signature of Developer:                                                                                                         |                |
|                                                                                                                                             |                |

## Exhibit B

Shook Subdivision- Filing No. 2

| 1 A. Streets - Galena Court                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Quantity Unit | Unit Price | Total      |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|------------|-------------|
| 110 30000 30000 40000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               | 1          |            |             |
| All internal roads                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               | 1          |            |             |
| HMA Pavement (4"Full Depth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1866          | SY         | \$18.75    | \$34,987.50 |
| Class 6 Road Base (6" Depth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1866          | SY         | \$9.75     | \$18,193.50 |
| Fine Grading                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1866          | SY         | \$1,00     | \$1,866.00  |
| 6' Class 6 road base shoulders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 933           | SY         | \$9.75     | \$9,096.75  |
| Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1             | EA         | \$300.00   | \$300.00    |
| Street Lights                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1             | EA         | \$3,500.00 | \$3,500.00  |
| 0.001.1.9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |            | 45/454/45  | 221944144   |
| 24-inch RCP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 44            | LF         | \$83.55    | \$3,676.20  |
| 24" FES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2             | EA         | \$760.00   | \$1,520.00  |
| Mobilization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1             | LS         | \$ 390.00  | \$390.00    |
| THOUSE CONTRACTOR OF THE PARTY |               | Lo         | Subtotal   | \$73,529.95 |
| 1B. Streets - Lomand Circle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               | 1          |            | 4,,-1,,,    |
| 15. Olocis Lolland Shore                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               | 1          |            |             |
| All Internal roads                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               | 1          |            |             |
| HMA Pavement (4" Full Depth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 933           | SY         | \$18.75    | \$17,493.75 |
| Class 6 Road Base (6" Depth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 933           | SY         | \$9.75     | \$9,096.75  |
| Fine Grading                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 933           | SY         | \$1.00     | \$933.00    |
| 6' Class 6 road base shoulders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 466           | SY         | \$9.75     | \$4,543.50  |
| Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2             | EA         | \$300.00   | \$600.00    |
| Street Lights                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1             | EA         | \$3,500.00 | \$3,500.00  |
| Caroti Ligitis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |            | 40,000,00  |             |
| 18-inch RCP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 40            | LF         | \$71.52    | \$2,860.80  |
| 18" FES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2             | EA         | \$650.00   | \$1,300.00  |
| Mobilization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1             | LS         | \$390.00   | \$390.00    |
| WOOMERSTON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |            | Subtotal   | \$40,717.80 |
| 1C. Florence Way                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |            | Gubtotal   | 470,111.00  |
| To. Horonoc Way                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |               |            |            |             |
| All internal roads                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |            |            |             |
| HMA Pavement (4" Full Depth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 750           | SY         | \$18.75    | \$14,062.50 |
| Class 6 Road Base (6" Depth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 750           | SY         | \$9.75     | \$7,312.50  |
| Fine Grading                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 750           | SY         | \$1.00     | \$750.00    |
| 6" Class road base shoulders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 375           | SY         | \$9.75     | \$3,656.25  |
| Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2             | Each       | \$300 00   | \$600.00    |
| Street Lights                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1             | Each       | \$3,500.00 | \$3,500.00  |
| Otteet Lights                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               | Lacii      | \$5,500.00 | \$5,500.00  |
| Moblization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1             | LS         | \$390.00   | \$390.00    |
| WODIZEROTI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               | LS         | Subtotal   | \$30,271.25 |
| 1D. E 161st Place                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |               | + +        | Subtotal   | 950,271.20  |
| ib. E forst face                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |            |            |             |
| All internal roads                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               | 1          |            |             |
| HMA Pavement (4" Full Depth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1466          | SY         | \$18.75    | \$27,487.50 |
| Class 6 Road Base (6" Depth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1466          | SY         | \$9.75     | \$14,293.50 |
| Fine Grading                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1466          | SY         | \$1.00     | \$1,466.00  |
| 6' Class 6 road base shoulders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 733           | SY         | \$9.75     | \$7,146.75  |
| Signs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1             | EA         | \$300.00   | \$300.00    |
| 9:3::0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               | LA         | φυσυ.συ    | ψ000,0C     |
| 24-inch RCP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 44            | LF         | \$65.00    | \$2,860.00  |
| 24" FES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2             | Each       | \$750.00   | \$1,500.00  |
| Mobilization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1             | LS         | \$390.00   | \$390.00    |
| nioomeanoti                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               | 1.0        | Subtotal   | \$55,443.75 |
| 1E. Emporia Way                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |               |            | Gustotal   | 900,440.75  |
| in Emporia way                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |               |            |            |             |
| All internal roads                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |            |            |             |
| HMA Pavement (4" Full Depth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 800           | SY         | \$18.75    | \$15,000.00 |
| Class 6 Road Base (6" Depth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 800           | SY         | \$9.75     | \$7,800.00  |
| ciass o road base (o Deptil)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 800           | 1 31       | 99,70      | 37,000.00   |

|                                            |        | -                                       | Subtotal              | -  | \$82,255.20              |
|--------------------------------------------|--------|-----------------------------------------|-----------------------|----|--------------------------|
| S. Trucky Her gree Transfer Street Hills.  | 5.0    |                                         | Pond A                |    | ***********              |
| 6" Thick Concrete Trickle Channel          | 545    | LF                                      | \$15.00               |    | \$8,175.00               |
| Concrete, Type D Modified Outlet Structure | 1      | Each                                    | \$11,560.00           |    | \$11,560.00              |
| 18" Thick Class M Riprap                   | 323    | TN                                      | \$1250.00             |    | \$24,063.50              |
| Seeding and Mulching                       | 80     | LF<br>Each                              | \$210.80<br>\$1250.00 |    | \$16,864.00<br>\$1250.00 |
| 42" RCP                                    | 50     | -                                       | \$95.77               |    | \$4,788.50               |
| 18" RCP<br>36" RCP                         | 40     | LF<br>LF                                | \$71.52               |    | \$2,860.80               |
| 8" Thick Maintenance Road Crushed Granite  | 2865   | SF                                      | \$1,21                |    | 3466.65                  |
| Pond A: Pond Grading Cut                   | 4175   | CY                                      | \$2.21                |    | \$9,226.75               |
| Detention/Waterquality Ponds               |        |                                         |                       |    | 1.72                     |
| 2. Drainage System                         |        |                                         |                       |    |                          |
| 2 Drainage System                          | Stree  | ts Subtotal                             | 1                     |    | \$252,630.25             |
|                                            | Ctare  | 5 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - |                       |    | *0F0 C00 0F              |
|                                            |        |                                         | Subtotal              | \$ | 14,062.50                |
| Class 6 Road Base (6" Depth)               | 750    | SY                                      | \$ 18.75              | \$ | 14,062.50                |
|                                            |        |                                         |                       |    |                          |
| 1G. Geneva Court Hammerhead                |        |                                         |                       |    |                          |
|                                            |        |                                         | Subtotal              | \$ | 6,915.00                 |
| Striping/signage                           | 1      | EA                                      | \$ 1,500.00           | \$ | 1,500.00                 |
| Class 6 Road Base (6" Depth)               | 190    | SY                                      | \$ 9.75               | \$ | 1,852.50                 |
| HMA Pavement (4" Full Depth)               | 190    | SY                                      | \$ 18.75              | \$ | 3,562.50                 |
|                                            |        |                                         |                       |    |                          |
| 1F. Elmira Turn Lane                       |        |                                         |                       |    |                          |
|                                            | /      |                                         | Subtotal              |    | \$31,690.00              |
| Mobilization                               | 1      | LS                                      | \$390.00              |    | \$390.00                 |
| Street Lights                              | 7      | EA                                      | \$3,500.00            |    | \$3,500.00               |
| Signs                                      | no -15 | EA                                      | \$300.00              |    | \$300.00                 |
| 6' Class 6 road base shoulders             | 400    | SY                                      | \$9.75                | \$ | 3,900.00                 |
| Fine Grading                               | 800    | SY                                      | \$1.00                |    | \$800.00                 |

| Total Projection               | \$334,885.45 |
|--------------------------------|--------------|
| Administration 20%             | \$66,977.09  |
| Inflation Guaranty 5%          | \$20,093.13  |
| Total Projection with Warranty | \$421,955.67 |

Inspector Name: HICKEY, MIKE

FORM INSP

Rev X/15

# State of Colorado Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 Phone: (303) 894-2100 Fax: (303) 894-2109



Inspection Date: 07/30/2018

Submitted Date: 08/06/2018

Document Number:

|                                               |                                                             | FIELD     | INSPECTI         | ON FORM                                   |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Document Number:<br>679600181    |  |
|-----------------------------------------------|-------------------------------------------------------------|-----------|------------------|-------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--|
| Loc ID Inspector Name:<br>320257 HICKEY, MIKE |                                                             |           | On-Site In       | spection<br>Doc Num:                      |             | Status Summary:  THIS IS A FOLLOW UP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | P INSPECTION                     |  |
| OGCC Op<br>Name of O<br>Address:<br>City:     | 14405 W. COLFA                                              |           | LORADO LLC D     | RADO LLC DBA TEXAS TEA LLC  CO Zip: 80401 |             | FOLLOW UP INSPECT NO FOLLOW UP | ection required  nts  ve Actions |  |
| Contact In                                    | formation:                                                  | Pho       | ne               | Email                                     |             | Comment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |  |
| Chesson,                                      | Bob                                                         | 0.444     | 1,00             | robert.chesso                             | n@state.co. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |  |
| Andrews,                                      | Dave                                                        |           |                  | david.andrews                             |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |  |
| Inspected                                     | Facilities:                                                 |           |                  |                                           |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |  |
| Facility ID                                   | Туре                                                        | Status    | Status Date      | Well Class                                | API Num     | Facility Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Insp Status                      |  |
| 203266                                        | WELL                                                        | PA        | 08/03/2017       | OW                                        | 001-0877    | 75 BIOW-MOORE 3-1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | PA                               |  |
| General C                                     | omment:                                                     |           |                  |                                           |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |  |
| Tanks an                                      | d Well Program ed<br>d separator were<br>ng of the pump jac | opend and | cleaned and allo |                                           |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |  |
|                                               |                                                             |           |                  | COGCC Co                                  | omments     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |  |
| Comment                                       |                                                             |           |                  |                                           |             | User                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Date                             |  |
|                                               | ops. Plan going t<br>dismantling pum                        |           | I move tanks a   | way from cont                             | aminated so | hickeymi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 08/06/2018                       |  |
| Attached                                      | Documents                                                   |           |                  |                                           |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |  |

INSPECTION APPROVED http://ogccweblink.state.co.us/DownloadDocumentPDF.aspx?DocumentId=4544423

http://ogccweblink.state.co.us/DownloadDocumentPDF.aspx?DocumentId=4544419

You can go to COGCC Images (https://cogcc.state.co.us/weblink/) and search by document number:

URL

Document Num Description

Monday July 30, 2018

679600181 679600182

# Texas Tea of Colorado Biow-Moore #3-1 (API #001-08775) Site De-Commissioning **Day 1**Monday July 30, 2018

# Texas Tea Biow-Moore sign at separator



# Wellhead cut off and left on site after plugging will be removed with other debris



Pump jack will also be dismantled and removed.



Oil stained soils inside containment will be removed by COGCC Environmental Group after equipment is out of the way.



# Dismantling the separator to facilitate cleaning.



Cleaning the inside of the tanks with a trailer mounted high pressure spray cleaner. Spent water is removed by applying negative pressure at the lowest outlet with a "vac truck".



# Inside Crude oil tank after cleaning



Inside separator after cleaning.





Removing on-site flowlines between separator and tank battery. Soils do not appear contaminated here.

# Hauling off separator and other debris to scrap. End of Day 1



Inspector Name: HICKEY, MIKE

FORM INSP

Rev X/15

# State of Colorado Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 Phone: (303) 894-2100 Fax: (303) 894-2109

FIELD INSPECTION FORM

URL



Inspection Date: 07/31/2018 Submitted Date: 08/06/2018

Document Number: 679600183

| Loc ID Inspector Name: On-Site Inspection 320257 HICKEY, MIKE 2A Doc Num: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                   |                  |                 |             | Status Summary: THIS IS A FOLLOW UP INSPECTION                     |                 |  |  |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|------------------|-----------------|-------------|--------------------------------------------------------------------|-----------------|--|--|
| OGCC Ope                                                                  | nformation: erator Number: perator: TEXAS TE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                   | LORADO LLC D     | BA TEXAS TEA    | LLC         | FOLLOW UP INSPECT NO FOLLOW UP INSPI  Findings:  2 Number of Comme | ECTION REQUIRED |  |  |
| City:                                                                     | LAKEWOOD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | State:                            | со               | Zip: 8040       | 01          | 0 Number of Correction Corrective Action Response                  |                 |  |  |
| Contact In                                                                | formation:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                   |                  |                 |             |                                                                    |                 |  |  |
| Contact N                                                                 | ame                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Phor                              | ne               | Email           |             | Comment                                                            |                 |  |  |
| Andrews,                                                                  | Dave                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                   |                  | david.andrews   | @state.co.  | us                                                                 |                 |  |  |
| Chesson,                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                   |                  | robert.chesson  |             |                                                                    |                 |  |  |
| Inspected                                                                 | Facilities:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                   |                  |                 |             |                                                                    |                 |  |  |
| Facility ID                                                               | Туре                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Status                            | Status Date      | Well Class      | API Num     | Facility Name                                                      | Insp Status     |  |  |
| 203266                                                                    | WELL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | PA                                | 08/03/2017       | OW              | 001-0877    | 75 BIOW-MOORE 3-1                                                  | PA              |  |  |
| Moved tar<br>Sump on                                                      | omment:  Well Program equited the dismantling pumphons way from contract the bottom of tank required in sumphole under the discourse the disco | jack.<br>aminated<br>ired it to b | soils for demo.  |                 |             |                                                                    |                 |  |  |
|                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                   |                  | COGCC Cor       | mments      |                                                                    |                 |  |  |
| Comment                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                   |                  |                 |             | User                                                               | Date            |  |  |
|                                                                           | g forward:<br>standing liquids u<br>with tank demo.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | nder tank                         | KS.              |                 |             | hickeymi                                                           | i 08/06/2018    |  |  |
| Attached                                                                  | Documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                   |                  |                 |             |                                                                    |                 |  |  |
| You can o                                                                 | o to COGCC Ima                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ges (http                         | s://cogcc.state. | .co.us/weblink/ | ) and searc | ch by document number:                                             |                 |  |  |
| 3                                                                         | 2 - 1 - 2 - 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | - (te                             |                  |                 | ,           |                                                                    |                 |  |  |

INSPECTION APPROVED http://ogccweblink.state.co.us/DownloadDocumentPDF.aspx?DocumentId=4544424

http://ogccweblink.state.co.us/DownloadDocumentPDF.aspx?DocumentId=4544420

Tuesday July 31, 2018

Document Num Description

679600183

679600184

# Texas Tea of Colorado Biow-Moore #3-1 (API #001-08775) Equipment Removal **Day 2**Tuesday July 31, 2018

Preparing to remove the walking beam from the pump jack using a fork-lift.



Anadarko sales line risers.
The land owner has arranged for their removal.





Loading PJ base and gear box on trailer for hauling to scrap.



United Power meter. United Power was contacted and removed this meter the next day.



# Stair removal with landing still attached to tank No catwalk removal was required here.



The contractor attempted to slide the tank away from the battery site to avoid cutting the tank apart near the contaminated soil.

The tank did not slide easily due to sump in bottom of tank.



Tank was laid on its side to get it out of the sump depression in the ground under the tank. That depression had several inches of green/black (Sussex) crude oil standing in it. Contractor sucked this oil up with a vac truck.



Standing oil in sump depression under tank.



# Standing oil in sump depression under tank.



Hauling off stairs, remaining PJ parts and other debris to scrap. End of Day 2



Inspector Name: HICKEY, MIKE

FORM INSP

Rev X/15

## State of Colorado

## Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 Phone: (303) 894-2100 Fax: (303) 894-2109



Inspection Date: 08/06/2018
Submitted Date:

Document Number: 679600185

08/06/2018

### FIELD INSPECTION FORM

| Loc ID<br>320257                  | Inspector Na<br>HICKEY, MI                                    |                    |                           | Inspection<br>A Doc Num:                     |                     | Status Summary:    ▼ THIS IS A FOLLOW UP INSPECTION |                    |  |  |
|-----------------------------------|---------------------------------------------------------------|--------------------|---------------------------|----------------------------------------------|---------------------|-----------------------------------------------------|--------------------|--|--|
| OGCC Ope<br>Name of O<br>Address: | Dave                                                          |                    | CO                        | Zip: 804  Email david.andrews robert.chessor | s@state.co.         |                                                     | ION REQUIRED       |  |  |
| Inspected                         |                                                               |                    |                           | 100011101100001                              |                     |                                                     |                    |  |  |
| Facility ID<br>203266             | Type<br>WELL                                                  | Status             | Status Date<br>08/03/2017 | Well Class                                   | API Num<br>001-0877 |                                                     | Insp Status<br>PA  |  |  |
| Lots of ho<br>Standing            | d Well Program ed<br>bles in the bottom<br>oil from under oil | of the water       | tank. At least            | one hole in the bo                           | facility.           | oil.<br>ity of noise, smoke, and odors.             |                    |  |  |
|                                   |                                                               |                    |                           | COGCC Co                                     | mments              |                                                     |                    |  |  |
|                                   |                                                               | L.                 |                           |                                              |                     | User<br>hickeymi                                    | Date<br>08/06/2018 |  |  |
|                                   | Documents<br>to COGCC Im                                      | ages ( <u>http</u> | s://cogcc.stat            | e.co.us/weblink                              | ☑) and sear         | ch by document number:                              |                    |  |  |
| Document<br>67960018              |                                                               | on<br>TION APP     |                           | //ogccweblink.sta                            |                     | valoadDocumentPDF.aspx?Docu                         |                    |  |  |

2018

# Texas Tea of Colorado Biow-Moore #3-1 (API #001-08775) Equipment Removal Day 3 Wednesday August 1, 2018

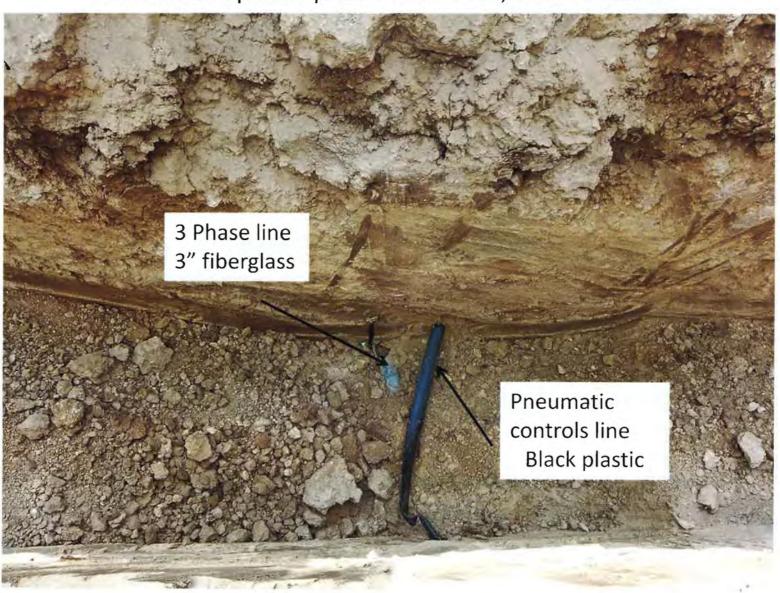
Multiple corrosion holes in bottom of produced water tank.



Oil under tank had minimal saturation into the ground. Clay content in the soil appears to have kept the oil in the depression under the tank.



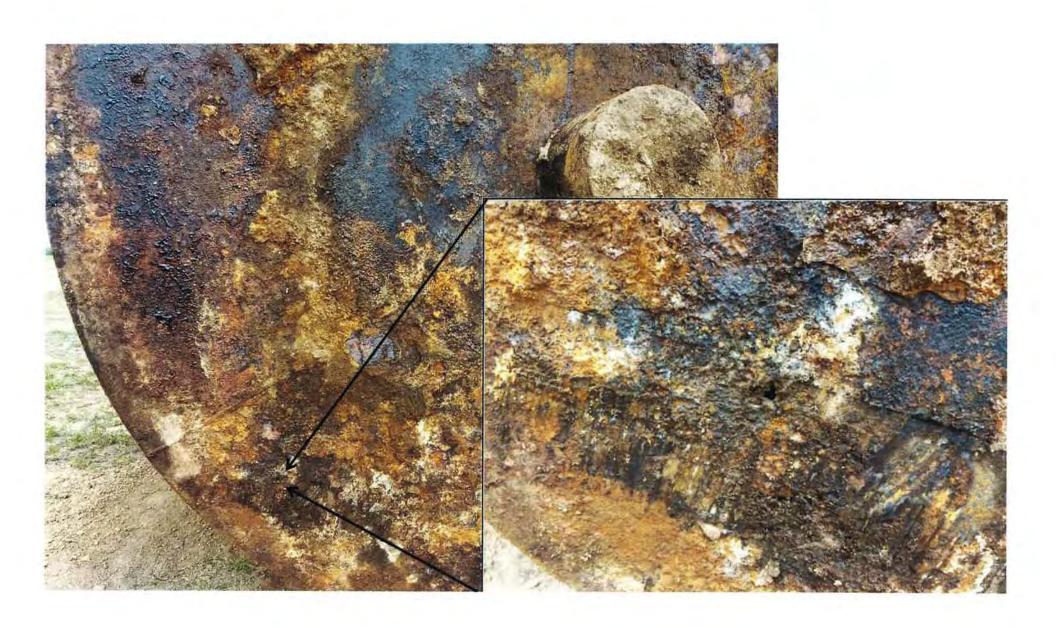
3 Phase flow line from wellhead to separator was located and found to include pneumatic controls gas line returning from the separator back to the wellhead to operate pneumatic valves, both removed.



Hydro excavation equipment was used to remove the standing oil (as well as incidental contaminated soil in the immediate area. This was taken to an Exploration and Production Waste (E&P Waste) disposal facility.



The oil tank also had a corrosion hole in the bottom.



To ensure that vapors and odors from well plugging operations do not constitute a nuisance or hazard to public welfare, tanks were hauled to contractors yard for dismantling with cutting torches.

End of Day 3



Inspector Name: HICKEY, MIKE

FORM INSP

Rev X/15 State of Colorado
Oil and Gas Conservation Commission

1120 Lincoln Street, Suite 801, Denver, Colorado 80203 Phone: (303) 894-2100 Fax: (303) 894-2109

FIELD INSPECTION FORM

# co

Inspection Date: 08/02/2018

Submitted Date: 08/06/2018

Document Number: 679600187

| Loc ID<br>320257                                              | Inspector Name<br>HICKEY, MIKE | \$       | On-Site Inspection 2A Doc Num: |                                                                 | Status Summary: THIS IS A FOLLOW UP INSPECTION |
|---------------------------------------------------------------|--------------------------------|----------|--------------------------------|-----------------------------------------------------------------|------------------------------------------------|
| Operator Information: OGCC Operator Number: 87195             |                                |          |                                | FOLLOW UP INSPECTION REQUIRED  NO FOLLOW UP INSPECTION REQUIRED |                                                |
| Name of Operator: TEXAS TEA OF COLORADO LLC DBA TEXAS TEA LLC |                                |          |                                | Findings:  1 Number of Comments  0 Number of Corrective Actions |                                                |
| Address: 14405 W. COLFAX #298                                 |                                |          |                                |                                                                 |                                                |
| City:                                                         | LAKEWOOD State                 | State: ( | CO Zip:                        | 80401                                                           | Corrective Action Response Requested           |

#### General Comment:

Orphaned Well Program equipment intervention Day 4 see photos. 3 phase flowline removed site cleaned up. RDMO

#### **Attached Documents**

You can go to COGCC Images (https://cogcc.state.co.us/weblink/) and search by document number:

Document Num Description URL

679600188 Thursday August 2, 2018 <a href="http://ogccweblink.state.co.us/DownloadDocumentPDF.aspx?DocumentId=4544422">http://ogccweblink.state.co.us/DownloadDocumentPDF.aspx?DocumentId=4544422</a>

# Texas Tea of Colorado Biow-Moore #3-1 (API #001-08775) Equipment Removal Day 4 Thursday August 2, 2018

The 3 phase flowline had been abandoned in place when the well was plugged. This contractor included the removal and still won the bid, so it got removed.



The bulk of the 3 phase flowline was 3" fiberglass with a black plastic pipe presumed to be pneumatic controls.

This is the steel end fitting from the 3 phase flowline as it had been abandoned /



### Trenching the 3 phase line provided an opportunity to observe soils



Oil stained soils from the area under the tanks.



Community & Economic Development Department www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 PHONE 720.523,6800 FAX 720.523,6998

#### **Development Review Team Comments**

**Date: March 14, 2018** 

**Project Name**: Shook Subdivision

#### **Note to Applicant**:

The following review comments and information from the Development Review Team is based on the information submitted. Please contact the case manager if you have any questions.

Also, please note where "Section" is referenced, it is referring to the appropriate section of the Adams County Development Standards and Regulations.

**Commenting Division**: Development Services, Planning

Name of Reviewer: Julie Wyatt Email: jwyatt@adcogov.org

PLN1. REQUEST: a subdivision plat to accommodate phased development, revised street alignment to connect to adjacent property, reduced open space, and additional single-family residential lots.

PLN2. The property is located in the Todd Creek Village PUD:

- a. The PDP was approved on July 11, 2002. Within the PDP, the site is designated as Residential Estate (R-E), a single-family residential district that permits a maximum density of 0.79 du/acre and a minimum lot size of 1 acre (with public water and individual sewer).
- b. The FDP was approved on March 13, 2006, permitting 32 single-family lots, streets, 2 drainage lots, and 4 open space/park/drainage lots. The total amount of proposed open space was 20.7 acres.

PLN3. The proposed modifications require amendment to the FDP to be approved by the BOCC. It must be considered prior to, or concurrent with, the proposed plat. As part of the FDP submittal, please include an open space data table with the following: acreage of the entire PUD, acreage and percentage of all existing open space, acreage and percentage of all proposed (not yet constructed) open space, acreage and percentage of active recreation.

- PLN4. Although open space is provided within the larger Todd Creek PUD, the applicant may want to consider adding off-street trails or other active recreation areas within the Shook Subdivision.
- PLN5. Also as part of the FDP submission, provide an exhibit depicting all proposed pedestrian facilities (sidewalks and off-street trails). The exhibit should include the connections to adjacent properties, open spaces, and schools.
- PLN6. Submit any materials associated with the required neighborhood meeting, including invitation, sign-in sheets, and notes.

#### PLN7. Filing No. 1

- a. Please add project number PLT2018-00002 to the upper right-hand corner.
- b. Add a north arrow to the Vicinity Map.
- c. Revise the "Chairman" in the Approval Block to "Chair."
- d. The previous plat included the following note: The Todd Creek Metro District has implemented a maintenance and inspection program for onsite wastewater systems (OWS) within the District. The District shall be contacted for specific requirements of the program. Has this program changed? If not, please add the note.
- e. Correct the spelling of "Hi-Land Circle" on the face of the plat.
- f. Label all easements on the face of the plat.

#### PLN8. Filing No. 2

- a. Please add project number PLT2018-00002 to the upper right-hand corner.
- b. Add a north arrow to the Vicinity Map.
- c. Revise the "Chairman" in the Approval Block to "Chair."
- d. The previous plat included the following note: The Todd Creek Metro District has implemented a maintenance and inspection program for onsite wastewater systems (OWS) within the District. The District shall be contacted for specific requirements of the
- e. Please add a Land Use Table to sheet 2 of Filing No. 2 similar to the table provided for Filing No. 1
- f. It appears that the proposed subdivision is contemplating single-family lots in areas of previous or current drilling sites. Staff recommends open space lots in previous oil and gas well and flow line locations to provide for future maintenance.
- g. Remove all references to Filing No. 3 and Filing No. 4, as they aren't a part of the request.
- h. Correct the spelling of "Hi-Land Circle" on the face of the plat.
- i. Please label the easement along the south property line of Lot 2, Block 2.
- j. Please label the easement along the north property line of Lots 4 and 5, Block 4.

#### **Next Steps**

- PLN9. Your RCC meeting to discuss the comments has been scheduled for Monday, March 26, 2018 at 3:00pm. If you need assistance prior to the meeting, please contact your project manager Julie Wyatt at (720) 523-6858 or <a href="mailto:jwyatt@adcogov.org">jwyatt@adcogov.org</a>.
- PLN10. A re-submittal is required to address comments provided by the DRT and referral agencies. Revised exhibits, a Re-submittal Form (attached), and a Cover Letter addressing each review comment individually must be provided in order for re-submittals to be accepted for review. The Cover Letter must include the following information:
  - a. Restate each comment posted by staff;
  - b. Respond to each comment with a description of the revision(s) made to satisfy the comment:
  - c. Identify any additional changes/revisions made to the document, other than those required by staff.

Please allow a maximum of 14 days for staff to complete the re-submittal review.

**Commenting Division: Development Services, Engineering:** 

Name of Reviewer: Greg Labrie Email: glabrie@adcogov.org

ENG1; Development Engineering has no comments regarding the proposed plat.

Commenting Division: Development Services, Right-of-Way

Name of Reviewer: Marissa Hillje

Email: mhillje@adcogov.org

#### **SHOOK Subdivision- Filing No 1**

See redlines as well as notes below

- 1. Subdivision name should be edited to Shook Subdivision Filing No 1
- 2. Revisions needed for the Property Description/ Legal Description: See redlines; All Courses with distance and bearing should be labeled.
- 3. Basis of bearing should be drawn and labeled.
- 4. Please add the following language to first page of subdivision plat, "The approved stormwater operations and maintenance manual is on file with the Adams County clerk and recorder's office at Reception #\_\_\_\_\_"
- 5. Geneva Court should be drawn on the plat as well as any platted lots adjacent to plat boundaries.

- 6. Add note to plat on Sheet 1:
- a. Access or driveways from/onto Geneva Court is restricted for all lots in this filing.
- 7. TITLE COMMITMENT: Submit a title commitment which should be used to depict the applicable recordings on the plat. Please send Adams County a copy of the title commitment with your application dated no later than 30 days to review in order to ensure that any other party's interests are not encroached upon. All easements should be shown graphically on the plat.
- 8. Add acreage to each lot.
- 9. Add a table to explain what the outlots are used for and who will maintain them.

#### **SHOOK Subdivision- Filing No 2**

See redlines as well as notes below

- 1. Subdivision name should be edited to Shook Subdivision Filing 2
- 2. Revisions needed for the Property Description/ Legal Description: See redlines
- 3. Basis of bearing should be drawn and labeled.
- 4. Please add the following language to first page of subdivision plat, "The approved stormwater operations and maintenance manual is on file with the Adams County clerk and recorder's office at Reception #\_\_\_\_\_"
- 5. Geneva Court should be drawn on the plat as well as any platted lots adjacent to the plat boundaries.
- 6. Add note to plat on Sheet 1:
- a. Access or driveways from/onto Geneva Court is restricted for all lots in this filing.
- 7. There are several easements that are shown on the original Shook subdivision plat that are not shown on these filings. All easement should be shown that were originally platted. If there are vacations of easements the county needs proof, and should be shown on the plat.
- 8. TITLE COMMITMENT: Submit a title commitment which should be used to depict the applicable recordings on the plat. Please send Adams County a copy of the title commitment with your application dated no later than 30 days to review in order to ensure that any other party's interests are not encroached upon.
- 9. Please explain the purpose of Sheet 4
- 10. Remove all notation for Filing No 3 and No 4 as they are not platted.

- 11. The drainage easement shown on sheet 4 should be dedicated by separate document because it is not within the plat boundaries.
- 12. Add acreage to each lot.

**Commenting Division:** Environmental Analyst

Name of Reviewer: Jen Rutter Email: <a href="mailto:jrutter@adcogov.org">jrutter@adcogov.org</a>

ENV1. There is an active oil and gas well located within the proposed subdivision. The operator was Texas Tea, but the well has since entered the State's Orphaned Well Program. Please work with COGCC to determine when the well will be plugged & abandoned. There may be an opportunity to provide funds for the P&A process to be expedited.

ENV2. For an active oil and gas well, the Director has the discretion to require a two-hundred-fifty (250) foot no-build buffer in the form of an easement on the Final Plat. (4-10-02-03-05) I would recommend this setback be required.

ENV3. All oil and gas well flow lines and pipelines must be identified and graphically depicted in easements on the final plat. (4-10-02-03-05)

ENV4. The aerial shows a tank battery and other oil and gas infrastructure to the west of the existing well. These need to be depicted on the plat (unless removed) and the flow lines between the facilities need to be identified and shown on the plat.

Community & Economic Development Department www.adcogov.org



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

#### **Development Review Team Comments**

**Date: April 27, 2018** 

Project Name: Shook PUD Major Amendment

#### **Note to Applicant**:

The following review comments and information from the Development Review Team is based on the information submitted. Please contact the case manager if you have any questions.

Also, please note where "Section" is referenced, it is referring to the appropriate section of the Adams County Development Standards and Regulations.

**Commenting Division**: Development Services, Planning

Name of Reviewer: Julie Wyatt Email: jwyatt@adcogov.org

1. The request is for a major FPD amendment for the Shook Subdivision within the Todd Creek PUD. The intent is to reallocate open space, modify existing road alignments, and include additional property for single-family residential development. The proposed density is approximately 0.64 du/acre.

#### **COVER SHEET**

- 2. Previous discussions indicated that the open space included as part of the entire Todd Creek PUD conforms to the requirements for both open space and active recreation space. Please provide these totals in a data table as a separate exhibit.
- 3. Please indicate if any of the open space will be used as for active recreation. This can include trails, playgrounds, sport courts, etc.
- 4. PUD Standards Table:
  - a. Please correct the spelling of "Other" in the PUD column, Side setback row
  - b. Please correct the spelling of Minimum
- 5. Modify the approval block to replace "Chairman" with "Chair."
- 6. Add Project Number PUD2018-00004 to the Cover Sheet.

#### SITE PLAN

- 7. Are any sidewalks or pedestrian facilities proposed?
- 8. What do the lines/clouds on Lot I, Block 1 indicate? Please label or remove.

#### LANDSCAPE PLAN

- 9. At the request of the Parks department, please replace the proposed ash trees with a different type due to recent insect infestations which affect ash trees.
- 10. The proposed landscape plan indicates 56 trees on open space lots, which is a reduction from the 109 trees proposed in the original Shook subdivision. Staff recommends including a minimum of 109 trees and would encourage planting more to accommodate for the additional acreage.
- 11. The plan did not indicate noise barriers along Highway 7. Staff recommends adding a berm and additional shrubs along Highway 7 to mitigate the roadway noise.

#### Next Steps

- PLN1. If you have any questions, please contact your project manager Julie Wyatt at (720) 523-6858 or jwyatt@adcogov.org.
- PLN2. A re-submittal is required to address comments provided by the DRT and referral agencies. Revised exhibits, a Re-submittal Form (attached), and a Cover Letter addressing each review comment individually must be provided in order for re-submittals to be accepted for review. The Cover Letter must include the following information:
  - a. Restate each comment posted by staff;
  - b. Respond to each comment with a description of the revision(s) made to satisfy the comment:
  - c. Identify any additional changes/revisions made to the document, other than those required by staff.

Please allow a maximum of 14 days for staff to complete the re-submittal review.

#### **Commenting Division: Development Services, Engineering:**

Name of Reviewer: Matt Emmens Email: memmmens@adcogov.org

ENG1: All construction documents must be approved by CEDD-Engineering prior to the scheduling of any public hearings for this development.

ENG2: Prior to the issuance of any construction or building permits, the developer must enter into a Subdivision Improvements Agreement and, bond for all public improvements.

Commenting Division: Development Services, Right-of-Way

Name of Reviewer: Marissa Hillje Email. mhillje@adcogov.org

ROW1: The request for the FDP amendment should be restated. The parcel owned by Weigandt Parcel #0157103100003 is to the north and will not be included in this FDP. For clarity purposed please revise the FDP amendment request "to include parcel #0157103400001 which is owned by Valley Bank and Trust."

#### Commenting Division: Development Services, Addressing

Name of Reviewer: Marissa Hillje Email. mhillje@adcogov.org

Petro Court renamed to E 162nd Place Rex Road renamed to E 163rd Place Florence Way renamed to Florence St Emporia Way renamed to Emporia St Galena Court renamed to Galena St

Commenting Division: Parks
Name of Reviewer: Aaron Clark
Email: aclark@adcogov.org

PRK1: The landscape plan proposes the use of ash trees (genus Fraxinus); this should be avoided due to the presence of EAB along the Front Range.

From: Jennifer Lothrop

**Sent:** Tuesday, March 06, 2018 10:41 AM

To: Julie Wyatt
Cc: Brigitte Grimm

**Subject:** FW: PLT2018-00002; Shook Subdivision

Attachments: Referral Agency Request for Comments.pdf; ATT00001.htm; Statement of Taxes Due.pdf

Shook Subdivision
Case # PLT02018-00002

The above mentioned parcels are current, therefore, the Treasurer's Office has no negative input regarding this case. I have attached Statement of Taxes Due for the current year's tax bills.

#### Thank you,

#### Jennifer Lothrop

Treasurer Technician

Adams County Treasurer's Office 4430 S. Adams County Pkwy., Suite C2436 Brighton, CO 80601 720.523.6761 | www.adcotax.com Mon. – Fri. 7am-5pm **NEW** Satellite Office

11860 Pecos St. Westminster, CO 80234 720.523.6160

Tues. Wed. & Thurs. 7:30am-5pm



Adams County Mission

To responsibly serve the Adams County Community with integrity and innovation.



From: Brigitte Grimm

Sent: Thursday, February 15, 2018 4:47 PM

To: Jennifer Lothrop

Subject: Fwd: PLT2018-00002; Shook Subdivision

Sent from my iPhone

Begin forwarded message:

From: "Julie Wyatt" <JWyatt@adcogov.org>

To: "Julie Wyatt" <JWyatt@adcogov.org>, "Matthew Emmens" <MEmmens@adcogov.org>, "Marissa



Right of Way & Permits 1123 West 3<sup>rd</sup> Avenue

1123 West 3<sup>rd</sup> Avenue Denver, Colorado 80223 Telephone: **303.571.3306** Facsimile: 303. 571.3284 donna.l.george@xcelenergy.com

February 19, 2018

Adams County Community and Economic Development Department 4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000 Brighton, CO 80601

Attn: Julie Wyatt

Re: Shook Subdivision, Case # PLT2018-00002

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plat for **Shook Subdivision** and has **no apparent conflict**.

The property owner/developer/contractor must complete the **application process** for any new natural gas service via FastApp-Fax-Email-USPS (go to: <a href="https://www.xcelenergy.com/start">https://www.xcelenergy.com/start</a>, stop, transfer/new construction service activation for builders). It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George Right of Way and Permits Public Service Company of Colorado



Right of Way & Permits
1123 West 3<sup>rd</sup> Avenue

Denver, Colorado 80223 Telephone: **303.571.3306** Facsimile: 303. 571.3284 donna.l.george@xcelenergy.com

April 17, 2017

Adams County Community and Economic Development Department 4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000 Brighton, CO 80601

Attn: Julie Wyatt

Re: Shook PUD Major Amendment, Case # PUD2018-00004

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the PUD major amendment for **Shook** and has **no apparent conflict** PROVIDED THAT front-lot utility easements are preserved on all lots and along all rights-of-way within the tracts.

The property owner/developer/contractor must complete the **application process** for any new natural gas service via FastApp-Fax-Email-USPS (go to: <a href="https://www.xcelenergy.com/start">https://www.xcelenergy.com/start</a>, stop, transfer/new construction service activation for builders). It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Right of Way and Permits
Public Service Company of Colorado

From: Marisa Dale [mdale@UnitedPower.com]
Sent: Monday, February 19, 2018 4:59 PM

To: Julie Wyatt

Subject: RE: PLT2018-00002; Shook Subdivision

Hi Julie,

Thank you for inviting United Power, Inc. to review and comment on the replat of the Shook Subdivision for street alignment and lot reconfiguration referral.

United Power, Inc. appreciates dedicated utility easements for a continuous installation of our electric facilities. On Filing No 1, we'd like to have the rear lot utility easement connect across the tract between Lots 4 and 5.

We have no other comments/objections to this replat/alignment and look forward to safely and efficiently providing reliable electric power and outstanding service to future residents.

Sincerely, Marisa

Marisa Dale, RWA| System Design - Right of Way 500 Cooperative Way, Brighton, CO 80603 | O 303.637.1387 Schedule: Monday-Thursday 7:00-5:30

Powering Lives, Powering Change, Powering the Future – The Cooperative Way



From: Julie Wyatt [mailto:JWyatt@adcogov.org]
Sent: Thursday, February 15, 2018 3:31 PM

**To:** Julie Wyatt; Matthew Emmens; Marissa Hillje; Justin Blair; Aaron Clark; Brigitte Grimm; <a href="weven@brightonfire.org">weven@brightonfire.org</a>; <a href="kmonti@sd27j.org">kmonti@sd27j.org</a>; <a href="branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:branche:b

Christine Francescani; Marc Pedrucci; Nathan Mosley; Michael McIntosh; Scott Miller; Tri-County Health

(<u>LandUse@tchd.org</u>); <u>Marisa Dale</u>; <u>Donna.L.George@xcelenergy.com</u>; <u>eliza.hunholz@state.co.us</u>; <u>joe.padia@state.co.us</u>; <u>thomas\_lowe@cable.comcast.com</u>; <u>chris.quinn@rtd-denver.com</u>; <u>roger@equinoxland.com</u>; <u>mary.c.dobyns@usps.gov</u>

Subject: PLT2018-00002; Shook Subdivision

February 15, 2018

The Adams County Planning Commission and Board of County Commissioners is requesting comments on the following:

#### A replat of the Shook Subdivision for street realignment and lot reconfiguration.

The request is approximately 57 acres located at the northwest corner of State Highway 7 and Geneva Court. (See attached map.)

Owner Information: Valley Bank and Trust

4900 E. Bromley Lane Brighton, CO 80601

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by **3/8/2018** in

From: Marisa Dale [mdale@UnitedPower.com]

**Sent:** Monday, April 02, 2018 5:35 PM

To: Julie Wyatt

Subject: RE: PUD2018-00004; Shook PUD Major Amendment

Julie,

Thank you for inviting United Power, Inc. to review this referral.

We have no objection.

Thank you, Marisa

Marisa Dale, RWA| System Design - Right of Way 500 Cooperative Way, Brighton, CO 80603 | O 303.637.1387 Schedule: Monday-Thursday 7:00-5:30

Powering Lives, Powering Change, Powering the Future – The Cooperative Way



From: Julie Wyatt [mailto:JWyatt@adcogov.org]

**Sent:** Friday, March 30, 2018 2:56 PM

**To:** Matthew Emmens; Justin Blair; <a href="weven@brightonfire.org">weven@brightonfire.org</a>; <a href="branchembed">brandyn.wiedrich@centurylink.com</a>; <a href="Eric Guenther">Eric Guenther</a>; <a href="mailto:steven.loeffler@state.co.us">steven.loeffler@state.co.us</a>); <a href="mailto:thomas-lowe@cable.comcast.com">thomas-lowe@cable.comcast.com</a>; <a href="Christine-Francescani">Christine-Francescani</a>; <a href="mailto:Marc-Pedrucci">Marc-Pedrucci</a>; <a href="mailto:Aaron Clark">Aaron Clark</a>; <a href="mailto:Nikki">Nikki</a></a>

Blair; Amanda Overton; Michael Kaiser; Susan Nielsen; Scott Miller; Tri-County Health (LandUse@tchd.org);

<u>Donna.L.George@xcelenergy.com;</u> Marisa Dale; <u>kmonti@sd27j.org</u>

Subject: PUD2018-00004; Shook PUD Major Amendment

Good afternoon,

The Adams County Planning Commission and Board of County Commissioners is requesting comments on the following request:

A request to amend the Shook Final Development Plan to realign Florence Way and Galena Court, reallocate open space areas, and include a 48-acre tract to the north for residential development.

The request is approximately 101 acres located at the northwest corner of State Highway 7 and Geneva Court. (See attached map.)

Owner Information: Valley Bank and Trust

4900 E. Bromley Lane Brighton, CO 80601

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by **April 19, 2018** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by e-mail to <a href="mailto:jwyatt@adcogov.org">jwyatt@adcogov.org</a>.



John W. Hickenlooper Governor

Robert Randall Executive Director

Kevin G. Rein, P.E. Director/State Engineer

February 27, 2018

Julie Wyatt
Adams County Community and Economic Development Department
Transmitted via email:
jwyatt@adcogov.org

**RE:** Replat of Shook Subdivision

Project Number: PLT2018-00002

Portion of the SE ¼, Section 3, T1S, R67W, 6<sup>th</sup> P.M.

Water Division 1, Water District 2

Dear Ms. Wyatt,

We have reviewed the submittal documents related to case no. PLT2018-00002 provided via mail on February 15, 2018, concerning the above referenced proposal to replat filings 1 and 2 of Shook Subdivision.

Estimated water requirements were not provided for this development. The proposed water supply is Todd Creek Village Metropolitan District ("District"). A letter of commitment for service from the District was not provided. Prior to further evaluation of the project a water supply plan must be included along with a report from the District documenting the amount of water which can be supplied to the proposed development without causing injury to existing water rights. Details of necessary information to be included in the subdivision water supply plan can be found on Attachments A and C of the Updated Memorandum Regarding Subdivisions, available online at:

http://water.state.co.us/groundwater/GWAdmin/Pages/SubdivisionWSP.aspx.

Since insufficient information was provided in this referral, we cannot comment on the potential for injury to existing water rights or the adequacy of the proposed water supply under the provisions of Section 30-28-136(1)(h)(II), C.R.S.

If you or the applicant has any questions regarding this matter, please contact Ailis Thyne of this office at 303-866-3581 x8216.

Sincerely,

Joanna Williams, P.E. Water Resource Engineer

cc: Subdivision file no. 19601



From: Even, Whitney [weven@brightonfire.org]
Sent: Wednesday, March 07, 2018 11:10 AM

To: Julie Wyatt

Subject: RE: PLT2018-00002; Shook Subdivision

#### Good afternoon Julie,

I have reviewed this case and do not have any comments at this time. Thank you!

#### Whitney Even

Deputy Fire Marshal Brighton Fire Rescue District 500 S. 4<sup>th</sup> Ave. 3<sup>rd</sup> Floor Brighton, CO 80601 303-654-8040

www.brightonfire.org

From: Julie Wyatt [mailto:JWyatt@adcogov.org]
Sent: Thursday, February 15, 2018 3:31 PM

To: Julie Wyatt < <a href="mailto:JWyatt@adcogov.org">JWyatt@adcogov.org</a>; Marissa Hillje

<MHillje@adcogov.org>; Justin Blair <jblair@adcogov.org>; Aaron Clark <AClark@adcogov.org>; Brigitte Grimm

<<u>BGrimm@adcogov.org</u>>; Even, Whitney <<u>weven@brightonfire.org</u>>; <u>kmonti@sd27j.org</u>;

brandyn.wiedrich@centurylink.com; Eric Guenther < EGuenther@adcogov.org>; steven.loeffler@state.co.us;

cgs\_lur@mines.edu; Christine Francescani < CFrancescani@adcogov.org>; Marc Pedrucci < MPedrucci@adcogov.org>;

Nathan Mosley <a href="mailto:NMosley@adcogov.org">NMosley@adcogov.org</a>; Scott Miller

 $<\!\!\underline{SMiller@adcogov.org}\!\!>; Tri-County Health (\underline{LandUse@tchd.org}) <\!\!\underline{LandUse@tchd.org}\!\!>; \underline{mdale@UnitedPower.com};$ 

<u>Donna.L.George@xcelenergy.com</u>; <u>eliza.hunholz@state.co.us</u>; <u>joe.padia@state.co.us</u>;

thomas lowe@cable.comcast.com; chris.quinn@rtd-denver.com; roger@equinoxland.com; mary.c.dobyns@usps.gov

Subject: PLT2018-00002; Shook Subdivision

February 15, 2018

The Adams County Planning Commission and Board of County Commissioners is requesting comments on the following:

#### A replat of the Shook Subdivision for street realignment and lot reconfiguration.

The request is approximately 57 acres located at the northwest corner of State Highway 7 and Geneva Court. (See attached map.)

Owner Information: Valley Bank and Trust

4900 E. Bromley Lane Brighton, CO 80601

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by **3/8/2018** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by e-mail to <a href="mailto:jwyatt@adcogov.org">jwyatt@adcogov.org</a>.

Once comments have been received and the staff report written, the staff report may be forwarded to you upon request.

From: Even, Whitney [weven@brightonfire.org]
Sent: Wednesday, April 18, 2018 3:35 PM

To: Julie Wyatt

Subject: RE: PUD2018-00004; Shook PUD Major Amendment

#### Good afternoon Julie,

We do not currently have any comments regarding this case. Thank you!

Whitney Even
Deputy Fire Marshal
Brighton Fire Rescue District

500 S. 4<sup>th</sup> Ave. 3<sup>rd</sup> Floor Brighton, CO 80601 303-654-8040

www.brightonfire.org

From: Julie Wyatt [mailto:JWyatt@adcogov.org]

Sent: Friday, March 30, 2018 2:56 PM

To: Matthew Emmens < MEmmens@adcogov.org>; Justin Blair < jblair@adcogov.org>; Even, Whitney < weven@brightonfire.org>; brandyn.wiedrich@centurylink.com; Eric Guenther < EGuenther@adcogov.org>; (steven.loeffler@state.co.us) < steven.loeffler@state.co.us>; thomas lowe@cable.comcast.com; Christine Francescani < CFrancescani@adcogov.org>; Marc Pedrucci < MPedrucci@adcogov.org>; Aaron Clark < AClark@adcogov.org>; Nikki Blair < NBlair@adcogov.org>; Amanda Overton < AOverton@adcogov.org>; Michael Kaiser < MKaiser@adcogov.org>; Susan Nielsen < SNielsen@adcogov.org>; Scott Miller < SMiller@adcogov.org>; Tri-County Health (LandUse@tchd.org) < LandUse@tchd.org>; Donna.L.George@xcelenergy.com; mdale@UnitedPower.com; kmonti@sd27j.org

Subject: PUD2018-00004; Shook PUD Major Amendment

Good afternoon,

The Adams County Planning Commission and Board of County Commissioners is requesting comments on the following request:

A request to amend the Shook Final Development Plan to realign Florence Way and Galena Court, reallocate open space areas, and include a 48-acre tract to the north for residential development.

The request is approximately 101 acres located at the northwest corner of State Highway 7 and Geneva Court. (See attached map.)

Owner Information: Valley Bank and Trust

4900 E. Bromley Lane Brighton, CO 80601

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by **April 19, 2018** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by e-mail to <a href="mailto:jwyatt@adcogov.org">jwyatt@adcogov.org</a>.

Once comments have been received and the staff report written, the staff report may be forwarded to you upon request.

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]

**Sent:** Thursday, March 08, 2018 2:31 PM

To: Julie Wyatt

Subject: PLT2018-00002, Shook Subdivision

Julie,

I have reviewed the referral named above for a replat of the Shook Subdivision for street realignment and lot reconfiguration and have no objections.

At the time of development we will need the following:

- The connection of Elmira Street to State Highway 7 will require an access permit from our office. The previous access permit for this location, permit 116026, has expired. Contact for that permit is Steve Loeffler who can be reached at 303-757-9891 or steven.loeffler@state.co.us
- We will want to see a traffic review of this development that includes all phases.
- Any work in the State Highway 7 Right-of-Way will require a permit from our office. This includes, but is not limited to, survey work, utility work, or landscaping.
- We will want to review a drainage study to insure there is no negative impact to State Highway 7.
- Does the existing State Highway 7 Right-of-way width meet the needs for future highway improvements?

Thank you for the opportunity to review this referral.

#### Steve Loeffler Permits Unit



P 303.757.9891 | F 303.757.9886 2000 S Holly Street, Denver, CO 80222 steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

As of April 20, 2018 I will be moving to a new office located at 2829 W. Howard Pl., Denver, CO 80204

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]

**Sent:** Thursday, April 19, 2018 3:05 PM

To: Julie Wyatt

**Subject:** PUD2018-00004, Shook Major PUD Amendment

Julie,

I have reviewed the referral named above and have no objections to the request to amend the Shook final Development Plan to realign Florence Way and Galena Court, reallocate open space areas, and include a 48-acre tract to the north for residential development.

We are currently in review of an updated TIS for this development. Outcome of this review will decide if existing access permitting is satisfactory or if additional permitting will be needed.

Thank you for the opportunity to review this referral.

#### **Steve Loeffler**

Permits Unit



P 303.757.9891 | F 303.757.9886 2000 S Holly Street, Denver, CO 80222 steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

As of April 20, 2018 I will be moving to a new office located at 2829 W. Howard Pl., Denver, CO 80204



April 19, 2018

Julie Wyatt Adams County Community and Economic Development 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601

RE: Shook PUD Major Amendment, PUD2018-00004

TCHD Case No. 4852

Dear Ms. Wyatt,

Thank you for the opportunity to review and comment on a Planned Unit Development (PUD) Major Amendment to realign Florence Way and Galena Court, reallocate open space areas, and include a 48-acre tract to the north for residential development located at the northwest corner of State Highway 7 and Geneva Court. Tri-County Health Department (TCHD) staff previously reviewed the application for the re-plat and street realignment of the Shook Subdivision and provided comments in a letter dated March 7, 2018. TCHD staff has reviewed this application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

#### **Mosquito Control - Stormwater Facilities**

The site plan indicates that two detention ponds are proposed. Detention ponds can become sites for mosquito breeding. To reduce the potential for human exposures to West Nile and other mosquito-borne viruses, TCHD recommends that the applicant prepare a mosquito control plan. Elements of the plan should include proper design, construction and regular inspection and maintenance of stormwater quality facilities, and mosquito larvaciding if the insects become a problem. The applicant may submit the mosquito control plan to TCHD for review. More information is available here <a href="http://www.tchd.org/276/Mosquitoes-West-Nile-Virus">http://www.tchd.org/276/Mosquitoes-West-Nile-Virus</a>. A guidance document is attached.

#### Community design to support walking and bicycling

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

In order to promote walking and bicycling through this development, TCHD encourages the applicant to consider the inclusion of the following as they design the community.

- 1. A system of sidewalks, bike paths and open space trail networks that are welldesigned and well-lit, safe, and attractive so as to promote bicycle and pedestrian use.
- 2. Bicycle and pedestrian networks that provide direct connections between destinations in and adjacent to the community.
- 3. Where public transportation systems exist, direct pedestrian access should be provided to increase transit use and reduce unnecessary vehicle trips, and related vehicle emissions. The pedestrian/bicycle networks should be integrated with the existing and future transit plans for the area.
- 4. Streets that are designed to be pedestrian/bike friendly and to reduce vehicle and pedestrian/bicycle fatalities.
- 5. Bicycle facilities and racks are provided in convenient locations.

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions on TCHD's comments.

Sincerely,

Annemarie Heinrich, MPH/MURP

Amenon Olline

Land Use and Built Environment Specialist

Sheila Lynch, Monte Deatrich, TCHD CC:

## Tri-County Health Department Guidance for Preparation of Mosquito Control Plan

A Mosquito Control Plan should contain the following elements:

#### 1. Designation of a management entity

This is the entity with authority/responsibility for implementing the plan. Typically, this will be a Special District or a Homeowners Association. If this is the case, the applicant shall submit a copy of the organizational Service Plan, by-laws or other legal document providing the authority for mosquito control. If the entity is the developer, this should be noted.

#### 2. Funding mechanism

A method needs to be put in place to finance the program. This could be a commitment for the Service District, HOA or developer to include adequate funds for the activities as part of its annual budgeting process, or a plan by the District or HOA to assess an annual fee on residents in the subject service area, or to fund the program in some other way, per its legal authority as noted in #1.

#### 3. Activities that will be undertaken to prevent mosquito breeding conditions

This section places emphasis on the proper design, construction, operation and maintenance of stormwater facilities to prevent mosquitoes from breeding. In most instances, it is nothing different than is already required by the County and Volume 3 of the Urban Drainage and Flood Control District's (UDFCD) Urban Storm Drainage Criteria Manual for flood control and stormwater quality. The literature on this subject, supported by local field experience, suggests that if stormwater facilities are well-designed, built to specification, and regularly inspected and maintained to meet operating standards, stormwater facilities that are designed to completely drain in 72 hours or less are likely to do so and to prevent mosquito breeding conditions.

The likelihood or extent of mosquito breeding can also be reduced through the proper design, construction and inspection/maintenance of retention ponds or constructed wetlands that are intended to hold permanent water pools.

We have found that at the time of construction of stormwater facilities, there is often little thought given to continuity of maintenance. Requiring the applicant to think through the tasks that need to be accomplished from design through operation, who will be responsible for tasks in each phase, and a schedule for their accomplishment increases the probability that these tasks will be completed.

Ideally, before getting to this point, the applicant will have considered stormwater facility options that do not rely on extended retention or detention of stormwater without flushing over a period of 2-3 days; e.g. grass swales, porous pavements, landscape detention, reducing directly connecting impervious areas to increase infiltration. This would be coordinated through and in compliance with the requirements of the County's Engineering and/or Stormwater sections.

Suggested elements in this section include the following:

- Design review Qualified personnel review construction plans and conduct field investigation to ensure construction per specifications of UDFCD Volume 3 and County criteria.
- Operation and maintenance activities:
   This should identify who will conduct these activities (e.g., staff or contractor), and a schedule or trigger point for doing each task. Again, the UDFCD's Vol. 3 contains minimum operation and maintenance activities. If staff are to be used, this section should note if they will need training and how they will receive it.
- Regular inspections:
   Facilities that are found to retain water should be inspected regularly to ensure that no mosquito larvae are present. Facilities should be inspected once a week beginning in April and continuing through September.
- Even if inspections do not reveal larvae, a larvaciding program should be established as a preventive measure at the same time that the inspection program begins (generally May) and continue through September. Some mosquitoes lay their eggs in mud, and when rain falls later, they can hatch and present a problem. Larvacide should be applied at the recommended rate and frequency specified by the product manufacturer. Mosquito control products can be found by doing a search on the internet.

  Natural control of mosquito larva can be very effective is done properly. Consult the Colorado Department of Wildlife, Fisheries Division, for consultation on proper stocking of ponds with fish that will effectively control mosquito larvae.

<u>For Technical Assistance</u> - Contact Monte Deatrich, Tri-County Health Department's mosquito control specialist, if you have any questions about any elements of the mosquito control program. Mr. Deatrich is in Tri-County's Commerce City office; he can be reached by phone at (303) 439-5902, or by e-mail at mdeatric@tchd.org.



March 7, 2018

Julie Wyatt
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Shook Subdivision, PLT2018-00002

TCHD Case No. 4789

Dear Ms. Wyatt,

Thank you for the opportunity to review and comment on the Replat for Shook Subdivision for street realignment and lot reconfiguration located at the northwest corner of State Highway 7 and Geneva Court. Tri-County Health Department (TCHD) staff previously reviewed the Final Plat application of the Shook Subdivision and provided comments in letters dated November 18, 2005 and December 9, 2005.

As a preface to our comments, please note that our regulations governing "septic systems" have changed. While "septic systems" were formerly called "Individual Sewage Disposal Systems" (ISDS), they are now referred to as "On-Site Wastewater Treatment Systems" (OWTS). In referencing our previous comments, we use the term "ISDS"; however, please understand that we have used the term OWTS since June of 2014.

In our previous comments on the Shook Subdivision from November 18, 2005, TCHD stated that TCHD had no objection to the Bartley-Shook Development being served by Individual Sewage Disposal Systems (ISDS), subject to the agreed upon monitoring program. The purpose of the program was to monitor the groundwater to assess the possible impacts from ISDS. It is our understanding that the monitoring program was never implemented.

Subsequent to our November 2005 comments, TCHD completed Nitrate Study (Study) in Douglas County, which was completed in 2008. That study included sampling 295 existing groundwater wells for nitrate. The study concluded that "the overall impact (from ISDS) on wells is relatively low, when evaluated against the 10 mg/l drinking water standard."

Based on the Study, TCHD is agreeable to withdrawing our recommendation for the implementation of the groundwater monitoring program.

At the time of our review of the original subdivision, it was TCHD's expectation that the Todd Creek Metropolitan District (TCMD) would act as the Responsible Management

Shook Subdivision March 7, 2018 Page 2 of 2

Entity (RME) for ISDS within the Shook Subdivision. The understanding that TCMD would be responsible for inspections of the ISDS in the Shook Subdivision was a factor in our agreeing to allow properties in the Shook Subdivision to be served by ISDS. However, we understand that TCMD is no acting as the RME for ISDS.

TCHD recommends that Adams County require that TCMD act as the RME for the homes in the Shook Subdivision. TCHD is willing to meet with Adams County and TCMD to discuss how TCMD can fulfill their role as the RME.

Please feel free to contact me at 720-200-1585 or aheinrich@tchd.org if you have any questions on TCHD's comments.

Sincerely,

Annemarie Heinrich, MPH/MURP

Amenon Clina

Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, Mike Weakley, Warren Brown, TCHD

#### COLORADO GEOLOGICAL SURVEY

1801 19th Street Golden, Colorado 80401



Karen Berry State Geologist

March 7, 2018

Julie Wyatt
Development Services Division
Adams County Community & Economic Development
4430 S. Adams County Parkway, Suite W2000
Brighton, CO 80601

**Location:** S½ SE¼ Section 3, T1S, R67W, 6<sup>th</sup> P.M. 39.9886, -104.87

Subject: Shook Subdivision – Street Realignment and Lot Reconfiguration

Case Number PLT2018-00002; Adams County, CO; CGS Unique No. AD-18-0011

Dear Ms. Wyatt:

Colorado Geological Survey has reviewed the Shook Subdivision replat referral. CGS previously reviewed the Todd Creek Village Shook Parcel (32 lots of 1+ acre each on approximately 57 acres located northwest of E. 160<sup>th</sup> [SH7] and Geneva Court) at preliminary plat; comments were provided in a letter dated February 10, 2005.

I understand the applicant proposes street realignment and lot reconfiguration to allow access to a parcel to the north for future development. **CGS** has no objection to approval of the proposed replat.

Our previous comments, based on a "Preliminary Subsurface Exploration Report" by Earth Engineering Consultants (EEC, June 30, 2004) and Adams County NRCS Soil Survey data, remain valid:

**ISDS.** The plat indicates that each lot will contain an individual sewage disposal system (ISDS). The Adams County Soil Survey describes most of the site soils as very limited in suitability for septic systems due to low permeability and shallow bedrock. Percolation test results for two of the three areas tested by EEC indicate that percolation rates fall within the range considered acceptable for conventional ISDS. However, I agree with EEC (pages 9-10) that it is likely that at least some of the proposed lots will require engineer-designed septic systems due to slow percolation rates and/or bedrock within 6 feet of the ground surface. In accordance with county health department regulations, individual percolation tests will be needed on all proposed lots.

Soil engineering properties and foundation design. The Adams County Soil Survey describes most of the soils at this site as somewhat limited in suitability for construction of dwellings due to shrink-swell and shallow, low-strength bedrock. EEC's geologic report describes the results of a preliminary geotechnical investigation consisting of 6 soil borings and limited laboratory testing. According to EEC's investigations, the majority of the site is underlain by clay soils with varying sand content, and claystone bedrock. Tested samples exhibited low to moderate swell potential of up to 5.8% when wetted under an applied load of 500 psf. One sample exhibited collapse of about 2% under loading and wetting.

EEC's report contains appropriate general recommendations for construction in expansive soils and bedrock. I agree with EEC that a minimum separation distance of three feet is necessary between the bottom of spread footings and the top of claystone bedrock. The decision between overexcavation with spread footing foundations and drilled pier foundations will depend on lot-specific information regarding

depths to bedrock. Additional geotechnical investigations will therefore be needed, once building locations are finalized, to characterize soil engineering properties such as expansion/consolidation potential, strength and allowable bearing pressures. This information, along with more specific information about depths to bedrock and seasonal depths to groundwater, will be needed to design individual foundations, foundation perimeter drains, floor systems, sewage disposal systems, and to determine the site's suitability for basements. This will help minimize the risk of structural damage due to differential settlement and heave caused by loading and wetting. EEC's recommendations regarding fill placement, compaction and water conditioning (pages 5-6) should be strictly adhered to in areas where overexcavation is performed.

Groundwater and perched water. Groundwater was not observed in any of EEC's six test borings. However, the borings extended only 15 feet below the existing ground surface. Groundwater levels may rise seasonally, and perched water is likely to form above clayey, less permeable soil layers and on top of the bedrock surface as a result of irrigation, runoff and infiltration from ISDS. I agree with EEC's recommendation that individual perimeter foundation drain systems should be constructed to help prevent infiltration of perched water, and to help control wetting of potentially collapsible or expansive soils in the immediate vicinity of foundation elements. It is critical that the perimeter drains are sloped to discharge to an interior pumped sump or a gravity outlet that discharges water as far as possible away from all structures.

**Oil/gas wells.** Prospective residents should be advised and a plat note should be included informing buyers that the oil/gas wells and related equipment within the proposed subdivision may be loud, may pose a visual nuisance, and will require ongoing servicing, maintenance and access via local roads. All wells, pumps, and related facilities within the residential development should be fenced and locked, with warning signs posted to protect residents from hazards associated with the machinery and possibly tainted soils.

Thank you for the opportunity to review and comment on this project. If you have questions or require additional review, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Jill Carlson, C.E.G. Engineering Geologist

#### February 25, 2018

Re: Request for Comments

Case Name: Shook Subdivision

Case Number: PLT2018-00002

We have been residents of Hiland Acres for over 40 years and strongly disagree with opening Lomand Circle and Hiland Circle to this new subdivision. This will cause much more traffic going through our neighborhood! This is a quiet neighborhood and we would like it to remain that way.

Hiland Acres has been it's own subdivision for over 50 years and we DO NOT want to be connected to a new subdivision.

The letter we received states we can get a copy of the staff report once it is written upon request. This will be our request for that copy. Thank you.

Sincerely,

James and Barbara Delcamp

16185 Lomand Circle

Brighton, CO 80602

To: Community and Economic Development Department

Subject: Comments on Shook Subdivision Case PLT2018-00002

The undersigned residents of Hi-land Acres North subdivision are opposed of the final plat of the Shook Subdivision access, using streets Lomand Circle and Hi-land Circle. Hi-land Acres North subdivision has 47 residential lots being used at this time. Traffic into this subdivision has already been restricted to the increased traffic on Highway 7. This is already a great burden on the residents when entering and exiting Hi-land Acres North subdivision onto Highway 7. The Shook Subdivision will have adequate access using streets Elmira and Geneva Court. The 32 residents in Shook Subdivision have a direct access from Highway 7 using the said streets Elmira and Geneva Court.

Adding the 43 acres located at the northwest corner of State Highway 7 and Geneva Court to the Shook Subdivision will increase traffic in the already high-volume area and that will greatly impact our neighborhood.

Increasing traffic into the Hi-Land Acres North neighborhood, will not only disrupt the quiet lifestyle that already exists, it will endanger the safety of its residents and more concerning, the safety of our children.

Please consider that the Shook Subdivision will have two direct access points to State Highway 7 via streets Elmira and Geneva Court and there is no need to connect the two subdivisions.

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| Barban Nelson & Frank 16185 Lomand Cv             |
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| Thanes King to 1 Jan 16405 16205 Hr Land Crost 1. |
| Patricia Reid Bahiria Roid 16043 H: Lander        |
| Ricky Reid Ricky Road 14043 Hi Land Cr            |
| Rogen Hompson to 16063 HILAND CIR                 |
| Mahrel 7 Sinth 9520 F 160711pl                    |
| Erre Hetterling, Marilyn 16064 Lomand Cin         |
|                                                   |

| Kalenthoung 16075 Lomand CR Brighton Co                                                                    |
|------------------------------------------------------------------------------------------------------------|
| 16143 1-1: Land Cr. Brighton CO                                                                            |
| CHARLES N. OWERS 16065 LOMAND CIR, BRIGHTON CO BOLOZ                                                       |
| Baul S. Martinez 16073 H. Land Cir. Brighton Co 80602                                                      |
| Brown M. Dull 16083 Hi Land cir Brighton 80602                                                             |
| Jean MDull 16083 Hiland cir Briton 80602                                                                   |
| Emily Senn 16078 Hi Land Circle Breighton Co Door                                                          |
| Lois Lisser 16060 Hi Long Cir Brughton Co 80600                                                            |
| Kathleen WKing 160 /2 Hi Land Cir Brighton, Co 80602                                                       |
| Kathleen Wiking 16072 Hi Land Cir Brighton, Co 80602<br>brandy Weglin 16115 Commend Cir Brighton Co. 80602 |
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#### February 26,2018

Re: Request for Comments - Case Name Shook Subdivision

#### Case Number PLT2018-00002

We, the residents of Hi-Land Acres do strongly object to the opening of Lomand Circle and Hiland Circle to this new subdivision. This will cause a great deal more traffic going through our neighborhood. This is a quiet neighborhood and we would like it to remain that way.

Hi-Land Acres has been it's own subdivision for over 50 years and we DO NOT

want to be connected to a new subdivision.

Signed residents of Hi-Land Acres

Pauline C. Klinger
16175 Lomand Cir.
Brighton, Co 80602

132 ft Mongan
9465 B 1618 plc

Brighton 80 602

Paul White
16154 Lomand Cir

Brighton. Co 80602

Jim Zagel 16168 Dallas St.

Brighten, CO 50607 James RY Barbara & Relicomp 16185 Lomand a. Righton. Co 80602 Lynda M. Wenk
16123 Hi Land Circle
Brighton Co 80602

David + Loretta Eberele
9485 £ 1615 PL
Brighton, Co. 80602

Audrey Irons 16135 Lomand Cr. Brighton, Co 80602

FRISH POUL 16164 DACCOS ST BALGHEN, LE COGOZ

Janet Kessler 16162 Hi Land Circle Beighton Co 80602

Kim Fillenberg & Rob Heim 16102 Hi Land Cir Brishlon Co 80602 Frederick Sallie Johnson 16172 Dallus St Brighter Colo 80602 February 26,2018

Re: Request for Comments - Case Name Shook Subdivision

#### Case Number PLT2018-00002

We, the residents of Hi-Land Acres do strongly object to the opening of Lomand Circle and Hiland Circle to this new subdivision. This will cause a great deal more traffic going through our neighborhood. This is a quiet neighborhood and we would like it to remain that way.

Hi-Land Acres has been it's own subdivision for over 50 years and we DO NOT

want to be connected to a new subdivision.

Signed residents of Hi-Land Acres

Kathy Den 16125 Lamand Cir Brighten Ca 80602

michael D. Ballanger 16144 LOMANN CIS. Brighton, co 80602

JASON GONZAles 16165 LOMAND CR. BRIGHTON CO. SDECZ

> alogua Stockton 16155 Loward CR Brighton, CO 80602

Dorie Delventhal 16045 Loment Circles Brighton, CO 80602

Terry Miller 16104 Lomand Circle Brighton, CO 80602

Barb Miller 16104 Lomand Cir. Brighton CO 80602

MEIAN, HUNDOO 16105 LOMAND CIR BUGHTON GO BOGOZ Frieda Diaz 9425 E. 161st Place Brighlon, Co, 70602

Herenhemke 16114 Lomand Cir, Brighton, CO 80602

## DLG LAW GROUP LLC

#### Via Email and U.S. Mail

March 8, 2018

Ms. Julie Wyatt
Community and Economic Development Department
4430 south Adams County Parkway, Suite W2000A
Brighton, Colorado 80601-8216
Email: jwyatt@adcogov.org

Re: Proposed replat of the Shook Suddivision for street alignment and lot reconfiguration; PLT2018-00002

Dear Ms. Wyatt:

We are writing on behalf of our client, Mr. John Weigandt, in response to the letter that he received from you dated February 15, 2018, and entitled "Request for Comments" in connection with the above referenced matter concerning the proposed Replat of the Shook Subdivision (the "Subdivision").

Mr. Weigandt owns and operates a farm located at 10390 East 168<sup>th</sup> Ave., Brighton, CO 80602, consisting of a little over 100 acres located just north of the Subdivision. Mr. Weigandt's property includes a small pond for irrigation purposes located immediately above the northwest corner of the Subdivision. As you may know, Mr. Weigandt receives water for his farm and the pond via the Signal Ditch from the west. In addition, in certain seasons, Mr. Weigandt delivers water to additional users downstream located immediately east of the Subdivision via the Signal Ditch which runs generally parallel to the northern boundary of the Subdivision. However, it is our understanding that just above the northeast portion of the Subdivision, the Signal Ditch turns southeast and enters the Subdivision at its northern boundary and exits the Subdivision at its eastern boundary.

Mr. Weigandt is concerned that the proposed Replat and development of the Subdivision contemplates an elimination, impairment and/or obstruction of the pertinent portions of Signal Ditch and his right and ability to continue to receive and deliver water to his farm and the downstream users described above. If in fact Mr. Weigandt's concerns are accurate, he hereby asserts his objection to the proposed Replat. Accordingly, as your letter suggests, please forward a copy of the anticipated Staff Report to me and Mr. Weigandt when it is completed. Your assistance in this regard would be greatly appreciated.

If you have any questions or would like to discuss this matter, please feel free to call me at (303) 808-9369. Thank you.

Very truly yours,

David F. Murray

Cc: Mr. John Weigandt

From: Roger Thompson [rthompson13@sbcglobal.net]

Sent: Tuesday, February 20, 2018 6:44 PM

To: Julie Wyatt

**Subject:** Shook subdivision PLT2018-00002

Hello, we just received this request for comments today.

We currently live at 16063 Hi-Land Circle 80602. I notice a couple of concerns.

- 1.) the new plan in the lower left hand corner shows what I would assume to be the continuation of our street, however the map shows "Hi-Line Circle" Perhaps this is a misprint.
- 2.) the very same road by the third lot in the same lower left hand corner shows "E. 160TH Place"

My questions are; will our street address change? and when is this project planned to start. Also are there any plans in the near future to widen state highway 7?

Sent from my iPhone

From: Terry Miller [fredswind@live.com]
Sent: Saturday, February 24, 2018 7:24 AM

To: Julie Wyatt

Subject: Shook Subdivision

#### Ms Wyatt,

As homeowners located on Lomand Circle in Hi-land Acres my wife and I have concerns regarding the proposed connection of Lomand Circle, and for that matter, Hi-land circle into the Shook subdivision. We feel the increased traffic in the neighborhood will be a detriment to the property values as well as safety concerns for the people that live in Hi-land Acres. As the traffic on Highway 7 increases it becomes increasingly difficult to exit our subdivision, by connecting the subdivisions this will only add to the congestion at Lomand Circle and Highway 7 and increase safety concerns. We have no concerns regarding the proposed subdivision as we understand progress and growth, our protest is connecting the separate subdivisions.

From: D&S Beckett [benbeck66@comcast.net]
Sent: Sunday, February 25, 2018 5:24 PM

To: Julie Wyatt

Cc: 'Scott & Vicky'; thekoiman@comcast.net; Jerry Whitmore; 'Debbie Whitmore'; 'Bob & Silene

Patroniti'; 'Scott & Vicky'; 'John and Barbara Otto'

Subject: Shook Subdivision

RE: Case name: Shook Subdivision Case Number: PLT2018-00002

Dear Adams County Planning Commission and Board of County Commissioners,

I am writing to state my concerns regarding the Re-plating of the Shook Subdivision. Here is a list of my concerns,

- 1. Lots 6 (43,975 SF) & 7 (43,948 SF), Filing 2. With the creation of two new lots (6 & 7), it is clear that the planning commission is unaware of the soil contamination created by the prior oil well. These contaminated soils were never removed or remediated. The prior owner removed the wells (capped them) and spread out the contaminated materials over the surface of these lots.
- 2. Lot 1 (53,249 SF), Filing 2. This lot has had an extensive number of spills over the 16 years we have lived in our home. In some cases, the top surface oil was removed. However, it was allowed to stay on the ground for extensive periods of time prior to removal. At no time did they remove soil to any measurable depth. During well clean out periods, contaminated piping and associated materials were placed on the majority of the lot. This lot should not have a residence on it due to the extensive contamination.
- 3. Lots 8 (43,793 SF) & 9 (43,846 SF), Filing 2. These lots also had extensive contamination but the areas were remediated by removing soil to a depth of 10 feet over a 60 ft x 80 ft area. The existing storage tanks were relocated to the east by 100 yards to their present location
- 4. Lots 3 (46,456 SF) & 4 (48,457 SF), Filing 2. These lots were originally positioned to accommodate a flood retention pond in the North East corner of the property. Since the Signal Ditch is located near this corner of the property, the Twin Lakes home owners were concerned with runoff coming into our ponds (also known as the Stouffer Reservoirs). If the current or future property owners of the Shook property would like to use our ponds for flood water retention, we will consider a long term lease of this flood water storage capability. However, this is pending approval of the majority of homeowners in Twin Lake Estates. Otherwise the Shook owners need to provide flood water remediation since the water from the Shook property flows directly into the Signal Ditch and into our ponds.
- 5. Galena Court Change. This street was originally designated to be a cul-de-sac. It has now been changed to a through road. This is not acceptable since it will lead into increased traffic flow on Geneva Court. We would prefer that it remain a cul-de-sac to limit exposure to potential development traffic from future developments north of the property. If you continue with the proposed re-plat, we recommend that you delete the 160<sup>th</sup> Place road to eliminate traffic impacts to Geneva Court.
- 6. Hwy 7 Improvements. From the revised plat it is unclear if any of our previous concerns have been addressed. Recommended improvements include: a new traffic light at the Elmira street intersection, acceleration and deceleration lanes, left turning lanes.
- 7. Sewer water concerns: These shook property lots were previously designated for septic systems. I have been told that Hi-land Acres has now been connected to a sewer system. We recommend that the Shook property be connected to the sewer system as well.

Best Regards,
Dave and Shauna Beckett
16040 Geneva Ct.

From: S B [sbietendorf@gmail.com]

Sent: Monday, February 26, 2018 6:35 AM

To: D&S Beckett

Cc: Julie Wyatt; Richard Arnold; Jerry Whitmore; Debbie Whitmore; Bob & Silene Patroniti; Scott

& Vicky; John and Barbara Otto

Subject: Re: Shook Subdivision

Dave,

Great comments. Thanks for writing this up.

Scott

On Sun, Feb 25, 2018 at 5:24 PM, D&S Beckett < benbeck66@comcast.net> wrote:

RE: Case name: Shook Subdivision

Case Number: PLT2018-00002

Dear Adams County Planning Commission and Board of County Commissioners,

I am writing to state my concerns regarding the Re-plating of the Shook Subdivision.

Here is a list of my concerns,

- 1. Lots 6 (43,975 SF) & 7 (43,948 SF), Filing 2. With the creation of two new lots (6 & 7), it is clear that the planning commission is unaware of the soil contamination created by the prior oil well. These contaminated soils were never removed or remediated. The prior owner removed the wells (capped them) and spread out the contaminated materials over the surface of these lots.
- 2. Lot 1 (53,249 SF), Filing 2. This lot has had an extensive number of spills over the 16 years we have lived in our home. In some cases, the top surface oil was removed. However, it was allowed to stay on the ground for extensive periods of time prior to removal. At no time did they remove soil to any measurable depth. During well clean out periods, contaminated piping and associated materials were placed on the majority of the lot. This lot should not have a residence on it due to the extensive contamination.
- 3. Lots 8 (43,793 SF) & 9 (43,846 SF), Filing 2. These lots also had extensive contamination but the areas were remediated by removing soil to a depth of 10 feet over a 60 ft x 80 ft area. The existing storage tanks were relocated to the east by 100 yards to their present location
- 4. Lots 3 (46,456 SF) & 4 (48,457 SF), Filing 2. These lots were originally positioned to accommodate a flood retention pond in the North East corner of the property. Since the Signal Ditch is located near this corner of the property, the Twin Lakes home owners were concerned with runoff coming into our ponds (also known as the Stouffer Reservoirs). If the current or future property owners of the Shook property would like to use our ponds for flood water retention, we will consider a long term lease of this flood water storage capability. However, this is pending approval of the majority of homeowners in Twin

- Lake Estates. Otherwise the Shook owners need to provide flood water remediation since the water from the Shook property flows directly into the Signal Ditch and into our ponds.
- 5. Galena Court Change. This street was originally designated to be a cul-de-sac. It has now been changed to a through road. This is not acceptable since it will lead into increased traffic flow on Geneva Court. We would prefer that it remain a cul-de-sac to limit exposure to potential development traffic from future developments north of the property. If you continue with the proposed re-plat, we recommend that you delete the 160<sup>th</sup> Place road to eliminate traffic impacts to Geneva Court.
- 6. Hwy 7 Improvements. From the revised plat it is unclear if any of our previous concerns have been addressed. Recommended improvements include: a new traffic light at the Elmira street intersection, acceleration and deceleration lanes, left turning lanes.
- 7. Sewer water concerns: These shook property lots were previously designated for septic systems. I have been told that Hi-land Acres has now been connected to a sewer system. We recommend that the Shook property be connected to the sewer system as well.

Best Regards,

Dave and Shauna Beckett

16040 Geneva Ct.

Brighton CO 80602

From: Debra Whitmore [debwhit22@gmail.com]
Sent: Monday, February 26, 2018 7:31 PM

To: D&S Beckett

Cc: Julie Wyatt; Scott & Vicky; thekoiman@comcast.net; Jerry Whitmore; Bob & Silene Patroniti;

Scott & Vicky: John and Barbara Otto

**Subject:** Re: Shook Subdivision

Well said. We were going to put in our opinion but you said it all in a nut shell. Thanks, Jerry & Debbie

Sent from my iPad

On Feb 25, 2018, at 5:24 PM, D&S Beckett < benbeck66@comcast.net > wrote:

RE: Case name: Shook Subdivision Case Number: PLT2018-00002

Dear Adams County Planning Commission and Board of County Commissioners,

I am writing to state my concerns regarding the Re-plating of the Shook Subdivision. Here is a list of my concerns,

- 1. Lots 6 (43,975 SF) & 7 (43,948 SF), Filing 2. With the creation of two new lots (6 & 7), it is clear that the planning commission is unaware of the soil contamination created by the prior oil well. These contaminated soils were never removed or remediated. The prior owner removed the wells (capped them) and spread out the contaminated materials over the surface of these lots.
- 2. Lot 1 (53,249 SF), Filing 2. This lot has had an extensive number of spills over the 16 years we have lived in our home. In some cases, the top surface oil was removed. However, it was allowed to stay on the ground for extensive periods of time prior to removal. At no time did they remove soil to any measurable depth. During well clean out periods, contaminated piping and associated materials were placed on the majority of the lot. This lot should not have a residence on it due to the extensive contamination.
- 3. Lots 8 (43,793 SF) & 9 (43,846 SF), Filing 2. These lots also had extensive contamination but the areas were remediated by removing soil to a depth of 10 feet over a 60 ft x 80 ft area. The existing storage tanks were relocated to the east by 100 yards to their present location
- 4. Lots 3 (46,456 SF) & 4 (48,457 SF), Filing 2. These lots were originally positioned to accommodate a flood retention pond in the North East corner of the property. Since the Signal Ditch is located near this corner of the property, the Twin Lakes home owners were concerned with runoff coming into our ponds (also known as the Stouffer Reservoirs). If the current or future property owners of the Shook property would like to use our ponds for flood water retention, we will consider a long term lease of this flood water storage capability. However, this is pending approval of the majority of homeowners in Twin Lake Estates. Otherwise the Shook owners need to provide flood water remediation since the water from the Shook property flows directly into the Signal Ditch and into our ponds.
- 5. Galena Court Change. This street was originally designated to be a cul-de-sac. It has now been changed to a through road. This is not acceptable since it will lead into increased traffic flow on Geneva Court. We would prefer that it remain a cul-de-sac to limit exposure to potential development traffic from future developments north of the property. If you continue with the proposed re-plat, we recommend that you delete the 160<sup>th</sup> Place road to eliminate traffic impacts to Geneva Court.

From: Jerry Whitmore [jdubwh@gmail.com]
Sent: Tuesday, March 06, 2018 1:29 PM

To: Julie Wyatt; D&S Beckett

Cc: 'Scott & Vicky'; thekoiman@comcast.net; 'Debbie Whitmore'; 'Bob & Silene Patroniti'; 'Scott &

Vicky'; 'John and Barbara Otto'

Subject: Re: Shook Subdivision

Shook Subdivision request for comment

Hello:

I live in the Twin Lakes Subdivision just East of the Shook Subdivision. I went to the Adams county website and looked through the Shook case documents and I do have a couple of concerns regarding the re-platting.

- 1) Traffic There was a traffic impact study done in April of 2005. That study was completed before the Bartley property East of Havana (now the TC Riverside) was developed and Also before the 2 subdivisions located at Hwy 7 and York Street were developed. Since then the traffic along Hwy 7 has increased substantially. The Hwy 7/Geneva Ct. intersection has no traffic light and the Eastbound turn lane is almost non-existent. The traffic along Hwy 7 now is so heavy that turning East onto Hwy 7 is almost impossible during peak rush times. The 2005 study stated on page 3 of section 1.2 that the access to E 160th Place via Geneva Ct. was to be closed except for emergency purposes. If that entrance to E 160th Place will now be open to traffic, A new more current Traffic study should be completed. Geneva Ct. is a very narrow dead-end road and I believe was only intended for traffic to the 6 homes on Geneva Ct.
- 2) Storm runoff Currently there is a storm drain located between lots 5 and 6 on the West side Geneva Ct. That storm drain empties out onto the property between lots 5 and 6 and drains down our properties and into the Stouffer reservoir behind our house. During times of heavy rain the runoff is so powerful that it tends to wash our decorative rock away and is basically a river between our properties. Currently the Shook subdivision is undeveloped and does have some minor vegetation that could stop some erosion and drainage. If the Shook subdivision is developed, that could increase the storm drainage emptying out between our properties. We would like to see that storm drain re-configured and re-directed into a different drain stream that would prevent the flooding issues along our properties.

Thank you in advance for your consideration,

Jerry Whitmore 16020 Geneva Ct. Brighton, Co. 80602

- 6. Hwy 7 Improvements. From the revised plat it is unclear if any of our previous concerns have been addressed. Recommended improvements include: a new traffic light at the Elmira street intersection, acceleration and deceleration lanes, left turning lanes.
- 7. Sewer water concerns: These shook property lots were previously designated for septic systems. I have been told that Hi-land Acres has now been connected to a sewer system. We recommend that the Shook property be connected to the sewer system as well.

Best Regards, Dave and Shauna Beckett 16040 Geneva Ct. Brighton CO 80602

From: Bob Vienot [bob371223@gmail.com]
Sent: Monday, February 26, 2018 8:36 PM

To: Julie Wyatt

Subject: Request for Comments, Case # PLT2018-00002

Hello Julie,

I am responding to the Request for Comments concerning the replat of the Shook Subdivision, Case # PLT2018-00002.

My wife and I live in the Hi-Land Acres South subdivision, located on Elmira Street, on the south side of Colo. 7. We have a concern with the added traffic congestion that this new subdivision could potentially create.

Currently, we have a business concern housing Tiny Tots and Tumblers Preschool and Junior Olympics Gymnastics, located on the southwest corner of Colo. 7 and Elmira. The entrance to this business is off of Elmira Street. Along with the already present traffic congestion on Colo. 7, there are times when the intersection at Colo. 7 is even more congested, especially when parents are dropping off or picking up children from this business. Added to this is the traffic generated by another business, SPS Landscape Materials, located on the southeast corner of Colo. 7 and Elmira. This all is in addition to normal traffic from the subdivision. It should be noted that Hi-Land Acres South has only Elmira as a means of entrance and egress.

The Shook plat calls for Elmira to be extended to the north into the new subdivision (see attached). Along with that, there will be access points that join with the existing streets in Hi-Land Acres North, Hi-Land Circle and Lomand Circle. As a result, in addition to the traffic generated by the new subdivision, residents of Hi-Land North will be allowed an alternate access to Colo.7 by using the new northern section of Elmira.

We anticipate a substantial increase in traffic congestion at the intersection of Colo. 7 and Elmira. While we dislike having another stoplight, we feel that this is necessary for the safety and welfare of all concerned. If this is not in the plans, then we oppose having Elmira extended north into the Shook plat, and believe that traffic should be routed to Havana Street or Yosemite Street where stoplights already exist.

Thank you.

Sincerely,

-Bob and Jane Vienot

E-mail: bob371223@gmail.com

From: tom [shige29@earthlink.net]
Sent: Friday, April 13, 2018 2:02 PM

To: Julie Wyatt

Subject: shook development

I have no comment on Florence Way or Galena Court, or open space areas. What I would like to know is increase traffic on Highway 7. I live on Elmira St. Hi Land Acres, would it be possible to put a signal light or roundabout on 7 and Elmira St. Tom

#### Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

# **Request for Comments**

Case Name: Shook Subdivision
Case Number: PLT2018-00002

February 15, 2018

The Adams County Planning Commission and Board of County Commissioners is requesting comments on the following request:

#### A replat of the Shook Subdivision for street realignment and lot reconfiguration.

The request is approximately 57 acres located at the northwest corner of State Highway 7 and Geneva Court. (See attached map.)

Owner Information: Valley Bank and Trust

4900 E. Bromley Lane Brighton, CO 80601

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by 3/8/2018 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by e-mail to <a href="mailto:jwyatt@adcogov.org">jwyatt@adcogov.org</a>.

Once comments have been received and the staff report written, the staff report may be forwarded to you upon request.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Julie Wyatt Case Manager

Julie Wyart

#### Community & Economic Development Department Development Services Division

www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

# **Request for Comments**

Case Name: Shook Major PUD Amendment Case Number: PUD2018-00004

March 30, 2018

The Adams County Planning Commission and Board of County Commissioners is requesting comments on the following request:

A request to amend the Shook Final Development Plan to realign Florence Way and Galena Court, reallocate open space areas, and include a 48-acre tract to the north for residential development.

The request is approximately 101 acres located at the northwest corner of State Highway 7 and Geneva Court. (See attached map.)

Owner Information: Valley Bank and Trust

4900 E. Bromley Lane Brighton, CO 80601

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216, or call (720) 523-6800 by April 19, 2018 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by e-mail to <a href="mailto:jwyatt@adcogov.org">jwyatt@adcogov.org</a>.

Once comments have been received and the staff report written, the staff report may be forwarded to you upon request.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Julie Wyatt Case Manager

Julie Wyart

Community & Economic Development Department www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218 PHONE 720.523.6800 FAX 720.523.6967

## **Public Hearing Notification**

Case Name: Shook FDP Amendment and Replat

Case Number:PRC2018-00005Planning Commission Date:11/08/2018 at 6:00 p.mBoard of County Commissioners Date:12/04/2018 at 9:30 a.m.

October 18, 2018

A public hearing has been set by the Adams County Planning Commission and Board of County Commissioners to consider the following request:

1) Major Amendment to the Shook Final Development Plan to add approximately 46.5 acres to the development boundaries, add 32 residential lots, and replat the existing subdivision plat; 2) Major Subdivision (Final Plat) to create 15 lots (Filings 1); 3) Major Subdivision (Final Plat) to create 25 lots (Filing 2); and 4) Subdivision Improvements Agreements for Filing 1 and 2

This request is located at NW corner of Havana St. and Highway 7
The Assessor's Parcel Number is 0157103400001
Applicant Information C3 CONSTRUCTION (JR OSBORNE)
9200 E MINERAL AVE #365
CENTENNIAL, CO 80112

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at 720-523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at <a href="https://www.adcogov.org/planning/currentcases">www.adcogov.org/planning/currentcases</a>.

Thank you for your review of this case.

Emily Collins, AICP
Case Manager

#### NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by J.R. Osborne Case # PRC2018-00005 requesting: 1) Major Amendment to the Shook Final Development Plan to add approximately 46.5 acres to the development boundaries, add 32 residential lots, and replat the existing subdivision plat; 2) Major Subdivision (Final Plat) to create 15 lots (Filings 1); 3) Major Subdivision (Final Plat) to create 25 lots (Filing 2); and 4) Subdivision Improvements Agreements for Filing 1 and 2 on the following property:

#### LEGAL DESCRIPTION:

A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRIN-CIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DE-SCRIBED AS FOLLOWS:

BASIS OF BEARINGS:THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, BEING MONUMENTED AT THE SOUTH 1/4 CORNER BY A 3 INCH ALUMINUM CAP STAMPED "T1S,1/4, 3/10, PLS 26298" AND AT THE SOUTHEAST CORNER OF SAID SECTION 3, BY A 21NCH ALUMINUM CAP STAMPED "ALUMINUM CAP STAMPED "AL

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3, THENCE N 00°30′49" W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTH-EAST ONE-QUARTER N 00"30'49" W A DISTANCE OF 1213.23 FEET TO THE CENTER-SOUTH 1/16TH CORNER OF THE SAID SECTION 3;

THENCE N 84°51'13" E A DISTANCE OF 604.96 FEET TO A POINT:

THENCE N 00°25'16" W A DISTANCE OF 88.29 FEET;

THENCE N 12°00'10" W A DISTANCE OF 318.38 FEET;

THENCE N 13° 44'55" W A DISTANCE OF 500.99 FEET;

THENCE N 00°30'59" W A DISTANCE OF 440.47 FEET;

THENCE N 89°29'01" E A DISTANCE OF 462.14 FEET;

THENCE N 00°31'00" W A DISTANCE OF 287.50 FEET;

THENCE S 84°54'03" E A DISTANCE OF 610.38 FEET:

THENCE S 79°10'19" E A DISTANCE OF 701.23 FEET;

THENCE S 79°10'19" E A DISTANCE OF 701.23 FEET;

THENCE S 00°39'36" E A DISTANCE OF 1912.04 FEET; TO THE NORTH LINE OF THAT PARCEL TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO OF RECORD IN BOOK 1323 AT PAGE 1001.

THENCE S 89°31'31" W ALONG SAID NORTH LINE OF THAT PAR-

CEL TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORA-DO A DISTANCE OF 1988.19 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 4,421,420.30 SQUARE FEET OR 101.50 ACRES.

(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)

APPROXIMATE LOCATION: <u>NW</u> corner of Havana St. and Highway 7

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the 8th day of November, 2018, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the 4th day of December. 2018. at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact Emily Collins at the Department of Planning and Development, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6820. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS STAN MARTIN, CLERK OF THE BOARD

Published in the Brighton Standard Blade on October 31, 2018.

#181400

### **CERTIFICATE OF POSTING**



I, Emily Collins do hereby certify that I had the property posted at

NW corner of Highway 7 and Havana St. (approximately Elmira Street)

on <u>October 25, 2018</u>

in accordance with the requirements of the Adams County Zoning Regulations

Emily Collins

BASELINE LAKES HOLDINGS LLC ET ALS PO BOX 247 EASTLAKE CO 80614-0247 SELTZER FARMS INC 9390 E 168TH AVE BRIGHTON CO 80602-6606

BECKETT DAVID AND BECKETT SHAUNA 16040 GENEVA WAY BRIGHTON CO 80602 SELTZER FARMS INC 9390 E 168TH AVE BRIGHTON CO 80602

GREATER BRIGHTON FIRE PROTECTION DISTRICT 500 S 4TH AVE 3RD FL BRIGHTON CO 80601-3165

SPS OIL FIELD SERVICE PO BOX 304 BRIGHTON CO 80601

HI-LAND ACRES WATER AND SANITATION DISTRICT PO BOX 0128 BRIGHTON CO 80601-0128 SPV VIII LLC 1401 FOCH ST STE 140 FORT WORTH TX 76107-3128

LESSER LOIS B PO BOX 65 BRIGHTON CO 80602 TWIN LAKE ESTATES HOMEOWNERS ASSOCIATION INC 12000 N WASHINGTON NO. 340 DENVER CO 80241

PROV 356 LLC 610 REDSTONE DR BROOMFIELD CO 80020-6079 VALLEY BANK AND TRUST 4900 E BROMLEY LN BRIGHTON CO 80601-7825

RIVERSIDE VILLAGE OWNERS ASSOCIATION 7501 VILLAGE SQUARE DR STE 205 CASTLE PINES CO 80108-3700 WEIGANDT JOHN WILLIAM 10390 E 168TH AVE BRIGHTON CO 80602

ROBILLARD CHRISTOPHER P 1013 COUNTY ROAD 7 ERIE CO 80516-7906 ADDY BRENDA C AND HICKEY ROGER D OR CURRENT RESIDENT 9988 E 159TH PL BRIGHTON CO 80602

ROOS RICHARD JAMES JR 3525 WCR 13 ERIE CO 80516 ARNOLD RICHARD L TRUST OR CURRENT RESIDENT 16170 GENEVA CT BRIGHTON CO 80602-7548

SEC. 2-3 PHOENIX LLC 9200 E MINERAL AVE STE 365 CENTENNIAL CO 80112-3459 BALLINGER MICHAEL D AND SCHASNY GERALDINE C OR CURRENT RESIDENT 16144 LOMAND CIR BRIGHTON CO 80602 BIETENDORF SCOTT A AND FOSTER VICKIE L OR CURRENT RESIDENT 16150 GENEVA CT BRIGHTON CO 80602

BILODEAU DONNA J AND IRONS JAY P OR CURRENT RESIDENT 16135 LOMAND CIR BRIGHTON CO 80602-7519

BOYD DANIEL LEE OR CURRENT RESIDENT 16044 LOMAND CIR BRIGHTON CO 80602-7518

BRADLEY MICHAEL R LIVING TRUST OR CURRENT RESIDENT 16033 HI LAND CIR BRIGHTON CO 80602

CABRAL JOSE JUAREZ OR CURRENT RESIDENT 9700 E 160TH AVE BRIGHTON CO 80602-7571

COCA LEROY ROMERO BARBARA M OR CURRENT RESIDENT 16053 HI LAND CIR BRIGHTON CO 80602-7513

DELCAMP JAMES R AND DELCAMP BARBARA J OR CURRENT RESIDENT 16185 LOMAND CIR BRIGHTON CO 80602

DODERO KYLE AND DODERO JAMIE OR CURRENT RESIDENT 9889 E 159TH PL BRIGHTON CO 80602-8606

ENGLER RICK OR CURRENT RESIDENT 9849 E 159TH PL BRIGHTON CO 80602-8606

FORD RANDY S OR CURRENT RESIDENT 9600 E 160TH AVE BRIGHTON CO 80602 GILPATRICK DONALD J AND GILPATRICK PHYLLIS J OR CURRENT RESIDENT 10049 E 159TH PL BRIGHTON CO 80602

GOFORTH JOHN V AND GOFORTH HEATHER R OR CURRENT RESIDENT 9788 E 159TH PL BRIGHTON CO 80602-8656

GONZALES JASON AND GONZALES STEPHANIE OR CURRENT RESIDENT 16165 LOMAND CIR BRIGHTON CO 80602-7519

HEIM ROBERT RAYMOND AND FILLENBERG KIMBERLY A OR CURRENT RESIDENT 16102 HI LAND CIR BRIGHTON CO 80602

JOHNSON FRED J AND JOHNSON LORRAINE T OR CURRENT RESIDENT 10088 E 159TH PL BRIGHTON CO 80602-8605

JOHNSON FREDERICK D AND JOHNSON SALLIE R OR CURRENT RESIDENT 16172 DALLAS ST BRIGHTON CO 80602

KESSLER JANET N OR CURRENT RESIDENT 16162 HI LAND CIR BRIGHTON CO 80602-7516

KETTERLING E ERROL OR CURRENT RESIDENT 16064 LOMAND CIR BRIGHTON CO 80602-7518

KING DENNIS J AND KING KATHLEEN M OR CURRENT RESIDENT 16042 HI LAND CIR BRIGHTON CO 80602-7514

KIYOTA JAMES AND KIYOTA FRANCES T OR CURRENT RESIDENT 16103 HI LAND CIR BRIGHTON CO 80602-7515 KLINGER JAMES G AND KLINGER PAULINE C OR CURRENT RESIDENT 16175 LOMAND CIR BRIGHTON CO 80602

KOVACH JAMES P AND KOVACH KATHLEEN E OR CURRENT RESIDENT 9888 E 159TH PL BRIGHTON CO 80602

LARSEN ROBERT R AND LARSEN DEBORAH A OR CURRENT RESIDENT 10089 E 159TH PL BRIGHTON CO 80602-8605

LEMKE KAREN B OR CURRENT RESIDENT 16114 LOMAND CIR BRIGHTON CO 80602-7520

LYBARGER JOSHUA M AND LYBARGER ALICEA M OR CURRENT RESIDENT 16143 HI LAND CIR BRIGHTON CO 80602-7515

MALARKEY CHARLES E AND NORTHROP KARYL A OR CURRENT RESIDENT 16134 LOMAND CIRCLE BRIGHTON CO 80601

MARTINEZ RAUL S AND MARTINEZ MARTHA OR CURRENT RESIDENT 16073 HI LAND CIR BRIGHTON CO 80602-7513

MC DONALD BRAD L AND JEAN L OR CURRENT RESIDENT 16083 HI LAND CIR BRIGHTON CO 80602

OTTO JOHN C AND BRONSON BARBARA T OR CURRENT RESIDENT 16190 GENEVA CT BRIGHTON CO 80602-7548

PARDEE JAMES ANDREW AND PARDEE DEENA RENAE OR CURRENT RESIDENT 10048 E 159TH PL BRIGHTON CO 80602-8605 PATRONITI ROBERT AND PATRONITI SILENE OR CURRENT RESIDENT 16000 GENEVA CT BRIGHTON CO 80602-7548

PEVLER FRANK L OR CURRENT RESIDENT 16164 DALLAS STREET BRIGHTON CO 80602

PICCOLO JAMES THOMAS AND PICCOLO KELLI JEAN OR CURRENT RESIDENT 16052 HI LAND CIR BRIGHTON CO 80602-7514

REID RICKY L AND REID PATRICIA OR CURRENT RESIDENT 16043 HI LAND CIR BRIGHTON CO 80602

SCHLOSSER ROBERT R AND SCHLOSSER SUSAN R OR CURRENT RESIDENT 16124 LOMAND CIR BRIGHTON CO 80601

SENN EMILY R OR CURRENT RESIDENT 16072 HI LAND CIR BRIGHTON CO 80602-7514

SHAW VICTOR L AND SHAW MARYLIN C OR CURRENT RESIDENT 9789 E 159TH PL BRIGHTON CO 80602

SMITH MICHAEL F AND SMITH DIANE M OR CURRENT RESIDENT 9520 E 160TH PL BRIGHTON CO 80602

STOCKTON JEFFERY L AND STOCKTON ALAYNA M OR CURRENT RESIDENT 16155 LOMAND CIR BRIGHTON CO 80602-7519

THOMPSON ROGER C AND THOMPSON PATRICIA R OR CURRENT RESIDENT 16063 HI LAND CIR BRIGHTON CO 80602-7513 TORRES JOSE LUIS OR CURRENT RESIDENT 16154 LOMAND CIR BRIGHTON CO 80602-7520 ZAGEL JAMES R AND ZAGEL PAULA J OR CURRENT RESIDENT 16168 DALLAS ST BRIGHTON CO 80602-7512

VIENOT ROBERT HAROLD AND VIENOT JANE MARIE OR CURRENT RESIDENT 9848 E 159TH PL BRIGHTON CO 80602 CURRENT RESIDENT 9230 E 168TH AVE BRIGHTON CO 80602-6606

VILLALOBOS ALBINA AND CARMONA ALEJANDRO OR CURRENT RESIDENT 9405 E 159TH AVE BRIGHTON CO 80602-8665 CURRENT RESIDENT 16062 HI LAND CIR BRIGHTON CO 80602-7514

WAGERS KENNETH AND WAGERS KELLY A OR CURRENT RESIDENT 16152 HI LAND CIR BRIGHTON CO 80602-7516 CURRENT RESIDENT 9580 E 160TH AVE BRIGHTON CO 80602-7522

WENK BRIAN A AND WENK LYNDA M OR CURRENT RESIDENT 16123 HI LAND CIR BRIGHTON CO 80602-7515 CURRENT RESIDENT 16040 GENEVA CT BRIGHTON CO 80602-7548

WHITMORE GERALD P AND WHITMORE DEBRA A OR CURRENT RESIDENT 16020 GENEVA CT BRIGHTON CO 80602-7548 CURRENT RESIDENT 10200 E 159TH CT THORNTON CO 80602-7976

WOLTERS EDWARD W AND WOLTERS HOLLY M OR CURRENT RESIDENT 16145 LOMAND CIR BRIGHTON CO 80602-7519 CURRENT RESIDENT 15940 ELMIRA ST BRIGHTON CO 80602-8619

YAMAMOTO TOM S LIVING TRUST OR CURRENT RESIDENT 15960 ELMIRA ST BRIGHTON CO 80601 CURRENT RESIDENT 15975 ELMIRA ST BRIGHTON CO 80602-8620

YAMAMOTO TOM S LIVING TRUST 1/2 INT AND YAMAMOTO YOSHIO 1/2 INT OR CURRENT RESIDENT 10039 E 159TH PL BRIGHTON CO 80602 CURRENT RESIDENT 15959 HAVANA ST BRIGHTON CO 80602-8650

YOUNG CAROL L OR CURRENT RESIDENT 16153 DALLAS ST BRIGHTON CO 80602 ADDY BRENDA C AND HICKEY ROGER D 9988 E 159TH PL BRIGHTON CO 80602 BRADLEY MICHAEL R LIVING TRUST 16033 HI LAND CIR BRIGHTON CO 80602

ALEXANDER ANITA JANE TRUST 15991 HAVANA CT BRIGHTON CO 80602-7404 CABRAL JOSE JUAREZ 9700 E 160TH AVE BRIGHTON CO 80602-7571

ARNOLD RICHARD L TRUST 16170 GENEVA CT BRIGHTON CO 80602-7548

CAMPBELL RANDY LEE AND CAMPBELL CHRISTEL J 9786 E 159TH AVE BRIGHTON CO 80602

BALLINGER MICHAEL D AND SCHASNY GERALDINE C 16144 LOMAND CIR BRIGHTON CO 80602 CHAVEZ GUTIERREZ RAFAEL 16121 IOLA ST BRIGHTON CO 80602-7615

BASELINE LAKES HOLDINGS LLC PO BOX 247 EASTLAKE CO 80614 DELCAMP JAMES R AND DELCAMP BARBARA J 16185 LOMAND CIR BRIGHTON CO 80602

BECKETT DAVID AND BECKETT SHAUNA 16040 GENEVA WAY BRIGHTON CO 80602 DELVENTHAL DORIS 16045 LOMAND CIR BRIGHTON CO 80602-7517

BIETENDORF SCOTT A AND FOSTER VICKIE L 16150 GENEVA CT BRIGHTON CO 80602 DENNE CARL E AND CAMPBELL PATRICIA G 16151 IOLA ST BRIGHTON CO 80602-7615

BILODEAU DONNA J AND IRONS JAY P 16135 LOMAND CIR BRIGHTON CO 80602-7519 DERR REUBEN ALLEN AND DERR KATHERINE LEE 16125 LOMAND CIR BRIGHTON CO 80602-7519

BOYD DANIEL LEE 16044 LOMAND CIR BRIGHTON CO 80602-7518 DILALLO ERIC AND DILALLO STACY 16141 IOLA ST BRIGHTON CO 80602

BOYENS JOAN M 50% INT AND OLIVAS GREGORY K 50% INT 10540 E 163RD AVE BRIGHTON CO 80602-7505 DILL PAUL A AND CHRISTINE L 16053 HILAND CIR BRIGHTON CO 80602 DODERO KYLE AND DODERO JAMIE 9889 E 159TH PL BRIGHTON CO 80602-8606 GILPATRICK DONALD J AND GILPATRICK PHYLLIS J 10049 E 159TH PL BRIGHTON CO 80602

EBERLE DAVID G AND EBERLE LORETTA J 9485 E 161ST AVE BRIGHTON CO 80602-7524 GOFORTH JOHN V AND GOFORTH HEATHER E 9788 E 159TH PLACE BRIGHTON CO 80601

EHRMANN EDWARD J AND EHRMANN VICKI M 9445 E 161ST AVE BRIGHTON CO 80602 GONZALES JASON AND GONZALES STEPHANIE 16165 LOMAND CIR BRIGHTON CO 80602-7519

ENGLER RICK 9849 E 159TH PL BRIGHTON CO 80602-8606 GONZALEZ ERIKA 16074 LOMAND CIR BRIGHTON CO 80602-7518

ERNSTER JON M AND ERNSTER JULIE 16171 IOLA ST BRIGHTON CO 80602-7615 GORDON ANDREW S AND MICHELLE A 16085 LOMAND CIR BRIGHTON CO 80602

FAJARDO CLEO 15921 ELMIRA ST BRIGHTON CO 80602-8620 GORDON PATRICIA AND HERNOUD MELANI 16105 LOMAND CIR BRIGHTON CO 80602-7519

FORD RANDY S 9600 E 160TH AVE BRIGHTON CO 80602 GREATER BRIGHTON FIRE PROTECTION DISTRICT 500 S 4TH AVE 3RD FL BRIGHTON CO 80601-3165

FRETTER CHRISTOPHER C AND FRETTER CYNTHIA 9986 E 159TH AVE BRIGHTON CO 80602 HAJI-SARVESTNAI NASSER 16084 LOMAND CIR BRIGHTON CO 80602-7518

GAY MICHAEL J AND GAY NANCY J 10086 E 159TH AVE BRIGHTON CO 80602 HARBIT DENNIS C AND HARBIT SHERYL 9605 E 159TH AVE BRIGHTON CO 80602-8668

GELDMEYER DAVID J AND LINDA L 15970 HAVANA WAY BRIGHTON CO 80602 HEIM ROBERT RAYMOND AND FILLENBERG KIMBERLY A 16102 HI LAND CIR BRIGHTON CO 80602 HESS DAVID J AND HESS DIEDREE 9846 E 159TH AVE BRIGHTON CO 80602 KLINGER JAMES G AND KLINGER PAULINE C 16175 LOMAND CIR BRIGHTON CO 80602

HI-LAND ACRES WATER AND SANITATION DISTRICT PO BOX 0128 BRIGHTON CO 80601-0128 KOVACH JAMES P AND KOVACH KATHLEEN E 9888 E 159TH PL BRIGHTON CO 80602

JOHNSON FRED J AND JOHNSON LORRAINE T 10088 E 159TH PL BRIGHTON CO 80602-8605 LARSEN ROBERT R AND LARSEN DEBORAH A 10089 E 159TH PL BRIGHTON CO 80602-8605

JOHNSON FREDERICK D AND JOHNSON SALLIE R 16172 DALLAS ST BRIGHTON CO 80602 LAWRENSON BRIAN E 9495 E 159TH AVE BRIGHTON CO 80602-8665

JOHNSON MATTHEW J AND JOHNSON JILLANN M 16181 IOLA ST BRIGHTON CO 80602-7615 LEMKE KAREN B 16114 LOMAND CIR BRIGHTON CO 80602-7520

KEARNS BRIAN P AND KEARNS PAIGE C 10623 E 163RD CT BRIGHTON CO 80602 LESSER LOIS B PO BOX 65 BRIGHTON CO 80602

KESSLER JANET N 16162 HI LAND CIR BRIGHTON CO 80602-7516 LONG MARK R AND LONG JANE 10046 E 159TH AVE BRIGHTON CO 80602-8607

KETTERLING E ERROL 16064 LOMAND CIR BRIGHTON CO 80602-7518 LYBARGER JOSHUA M AND LYBARGER ALICEA M 16143 HI LAND CIR BRIGHTON CO 80602-7515

KING DENNIS J AND KING KATHLEEN M 16042 HI LAND CIR BRIGHTON CO 80602-7514 MALARKEY CHARLES E AND NORTHROP KARYL A 16134 LOMAND CIRCLE BRIGHTON CO 80601

KIYOTA JAMES AND KIYOTA FRANCES T 16103 HI LAND CIR BRIGHTON CO 80602-7515 MARTINEZ RAUL S AND MARTINEZ MARTHA 16073 HI LAND CIR BRIGHTON CO 80602-7513 MAY KATHRYN A AND PEACOCK MICHAEL R 9987 E 159TH AVE BRIGHTON CO 80602-5686 PARDEE JAMES ANDREW AND PARDEE DEENA RENAE 10048 E 159TH PL BRIGHTON CO 80602-8605

MC DONALD BRAD L AND JEAN L 16083 HI LAND CIR BRIGHTON CO 80602 PATRONITI ROBERT AND PATRONITI SILENE 16000 GENEVA CT BRIGHTON CO 80602-7548

MCCULLOH DOUGLAS 10563 E 163RD AVE BRIGHTON CO 80602-7505 PEVLER FRANK L 16164 DALLAS STREET BRIGHTON CO 80602

MILLER BARBARA L AND MILLER TERRY J 16104 LOMAND CIRCLE BRIGHTON CO 80602 PICCOLO JAMES THOMAS AND PICCOLO KELLI JEAN 16052 HI LAND CIR BRIGHTON CO 80602-7514

MONTOYA ANTHONY S AND MONTOYA SHARON L 15880 ELMIRA ST BRIGHTON CO 80602 PRASAD MANOJ AND PRASAD JOANNE 16131 IOLA ST BRIGHTON CO 80602-7615

MORGAN JEFFREY J B 9465 E 161ST AVE BRIGHTON CO 80601-7524 PROV 356 LLC 610 REDSTONE DR BROOMFIELD CO 80020-6079

MULLIKIN DONALD K AND MULLIKIN SANDRA L 10533 E 163RD AVE BRIGHTON CO 80602-7505 R CHAVEZ CUSTOM HOMES INC PO BOX 201553 DENVER CO 80220-7553

ONAKA CLARENCE S REVOCABLE LIVING TRUST UND 50% INT AND CARVALHO ELIZABETH M TRUST UND 50% INT 10600 E 163RD CT BRIGHTON CO 80602-7537

REESE W CARL AND REESE ALICE A 10087 E 159TH AVE BRIGHTON CO 80602

OTTO JOHN C AND BRONSON BARBARA T 16190 GENEVA CT BRIGHTON CO 80602-7548 REID RICKY L AND REID PATRICIA 16043 HI LAND CIR BRIGHTON CO 80602

OWERS CHARLES AND OWERS MICHIE 16065 LOMAND CIR BRIGHTON CO 80602-7517 RIVERSIDE VILLAGE OWNERS ASSOCIATION 7501 VILLAGE SQUARE DR STE 205 CASTLE PINES CO 80108-3700 ROBILLARD CHRISTOPHER P 1013 COUNTY ROAD 7 ERIE CO 80516-7906 SPS OIL FIELD SERVICE PO BOX 304 BRIGHTON CO 80601

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SELTZER FARMS INC 9390 E 168TH AVE BRIGHTON CO 80602 TODD BRIAN E AND CHARLOTEE A 9505 E 159TH AVE BRIGHTON CO 80602

SELTZER FARMS INC 9390 E 168TH AVE BRIGHTON CO 80602-6606 TODD CREEK VILLAGE METROPOLITAN DISTRICT 10450 E 159TH CT BRIGHTON CO 80602-7977

SENN EMILY R 16072 HI LAND CIR BRIGHTON CO 80602-7514 TOTAL AUTO COVERAGE CORPORATION 9315 E 160TH AVE BRIGHTON CO 80602

SHAW VICTOR L AND SHAW MARYLIN C 9789 E 159TH PL BRIGHTON CO 80602 TWIN LAKE ESTATES HOMEOWNERS ASSOCIATION INC 12000 N WASHINGTON NO. 340 DENVER CO 80241

SMITH MICHAEL F AND SMITH DIANE M 9520 E 160TH PL BRIGHTON CO 80602 VALLEY BANK AND TRUST 4900 E BROMLEY LN BRIGHTON CO 80601-7825

SNODGRASS BEVERLY A 9886 E 159TH AVE BRIGHTON CO 80602 VIENOT ROBERT HAROLD AND VIENOT JANE MARIE 9848 E 159TH PL BRIGHTON CO 80602 VILLALOBOS ALBINA AND CARMONA ALEJANDRO 9405 E 159TH AVE BRIGHTON CO 80602-8665

WAGERS KENNETH AND WAGERS KELLY A 16152 HI LAND CIR BRIGHTON CO 80602-7516

WEGLIN GREG L AND WEGLIN BRANDY K 16115 LOMAND CIR BRIGHTON CO 80602-7519

WEIGANDT JOHN WILLIAM 10390 E 168TH AVE BRIGHTON CO 80602

WENK BRIAN A AND WENK LYNDA M 16123 HI LAND CIR BRIGHTON CO 80602-7515

WEST SOUTH PLATTE WATER AND RESERVOIR COMPANY LLLP 9200 E MINERAL AVE STE 365 CENTENNIAL CO 80112-3459

WHITE PAUL D AND WHITE JOAN A 16154 LOMAND CIR BRIGHTON CO 80602

WHITMORE GERALD P AND WHITMORE DEBRA A 16020 GENEVA CT BRIGHTON CO 80602-7548

WOLTERS EDWARD W AND WOLTERS HOLLY M 16145 LOMAND CIR BRIGHTON CO 80602-7519

YAMAMOTO TOM S LIVING TRUST 15960 ELMIRA ST BRIGHTON CO 80601 YAMAMOTO TOM S LIVING TRUST 1/2 INT AND YAMAMOTO YOSHIO 1/2 INT 10039 E 159TH PL BRIGHTON CO 80602

YOUNG CAROL L 16153 DALLAS ST BRIGHTON CO 80602

YOUNG GEORGE M AND KAREN M 16075 LOMAND CIR BRIGHTON CO 80602

ZAGEL JAMES R AND ZAGEL PAULA J 16168 DALLAS ST BRIGHTON CO 80602-7512 **Adams County** 

Attn: Planning Addressing

PLN

Adams County Construction Inspection

Attn: PWCI.

**PWCI** 

Adams County Development Services - Building

Attn: Justin Blair

4430 S Adams County Pkwy

Brighton CO 80601

Adams County Treasurer: Send email

Attn: Adams County Treasurer

bgrimm@adcogov.org

BRIGHTON FIRE DISTRICT

Attn: WHITNEY EVEN 500 South 4th Avenue

3rd Floor

**BRIGHTON CO 80601** 

BRIGHTON SCHOOL DISTRICT 27J

Attn: Kerrie Monti 18551 E. 160TH AVE.

BRIGHTON CO 80601

Century Link, Inc

Attn: Brandyn Wiedreich 5325 Zuni St, Rm 728

Denver CO 80221

Code Compliance Supervisor

Attn: Eric Guenther

eguenther@adcogov.org

COLO DIV OF WATER RESOURCES

Attn: Joanna Williams

OFFICE OF STATE ENGINEER

1313 SHERMAN ST., ROOM 818

DENVER CO 80203

COLORADO DEPT OF TRANSPORTATION

Attn: Steve Loeffler 2000 S. Holly St.

Region 1

Denver CO 80222

COLORADO DIVISION OF WILDLIFE

Attn: Eliza Hunholz

Northeast Regional Engineer

6060 BROADWAY

DENVER CO 80216-1000

COLORADO DIVISION OF WILDLIFE

Attn: JOSEPH PADIA 6060 BROADWAY

DUDU BRUADWAY DENI/ED CO 80216

DENVER CO 80216

COLORADO GEOLOGICAL SURVEY

Attn: Jill Carlson

1500 Illinois Street

Golden CO 80401

Colorado Geological Survey: CGS LUR@mines.edu

Attn: Jill Carlson

Mail CHECK to Jill Carlson

COMCAST

Attn: JOE LOWE

8490 N UMITILLA ST

FEDERAL HEIGHTS CO 80260

**COUNTY ATTORNEY- Email** 

Attn: Christine Francescani

CFrancescani@adcogov.org

EAGLE SHADOW METROPOLITAN DIST. #1

Attn: JIM WORTHY

P.O. BOX 490

**BRIGHTON CO 80601** 

**Engineering Department - ROW** 

Attn: Transportation Department

PWE - ROW

**Engineering Division** 

Attn: Transportation Department

**PWE** 

Hi-Land Acres Water & Sanitation District

Attn: Gabby Begeman

10086 E 159th Ave

Nancy Gay - 303-637-7499

Brighton CO 80601

NS - Code Compliance Attn: Augusta Allen

Parks and Open Space Department Attn: Nathan Mosley mpedrucci@adcogov.org aclark@adcogov.org

REGIONAL TRANSPORTATION DIST. Attn: CHRIS QUINN 1560 BROADWAY SUITE 700 DENVER CO 80202

SHERIFF'S OFFICE: SO-HQ Attn: MICHAEL McINTOSH nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog snielson@adcogov.org

Sheriff's Office: SO-SUB
Attn: SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org

SIGNAL DITCH Attn: LAW OFFICES OF BRICE STEELE 25 S 4TH AVENUE BRIGHTON CO 80601

Todd Creek Village Metropolitan District Attn: Roger Hollard 10450 E. 159th Ct. BRIGHTON CO 80602

TRI-COUNTY HEALTH DEPARTMENT Attn: MONTE DEATRICH 4201 E. 72ND AVENUE SUITE D COMMERCE CITY CO 80022

TRI-COUNTY HEALTH DEPARTMENT Attn: Sheila Lynch 6162 S WILLOW DR, SUITE 100 GREENWOOD VILLAGE CO 80111

Tri-County Health: Mail CHECK to Sheila Lynch Attn: Tri-County Health landuse@tchd.org

United Power, Inc Attn: Marisa Dale PO Box 929 500 Cooperative Way Brighton CO 80601

UNITED STATES POST OFFICE Attn: MARY C. DOBYNS 56691 E COLFAX AVENUE STRASBURG CO 80136-8115

Xcel Energy Attn: Donna George 1123 W 3rd Ave DENVER CO 80223

# Shook Subdivision Replat and FDP Amendment PRC2018-00005

December 4, 2018
Board of County Commissioners

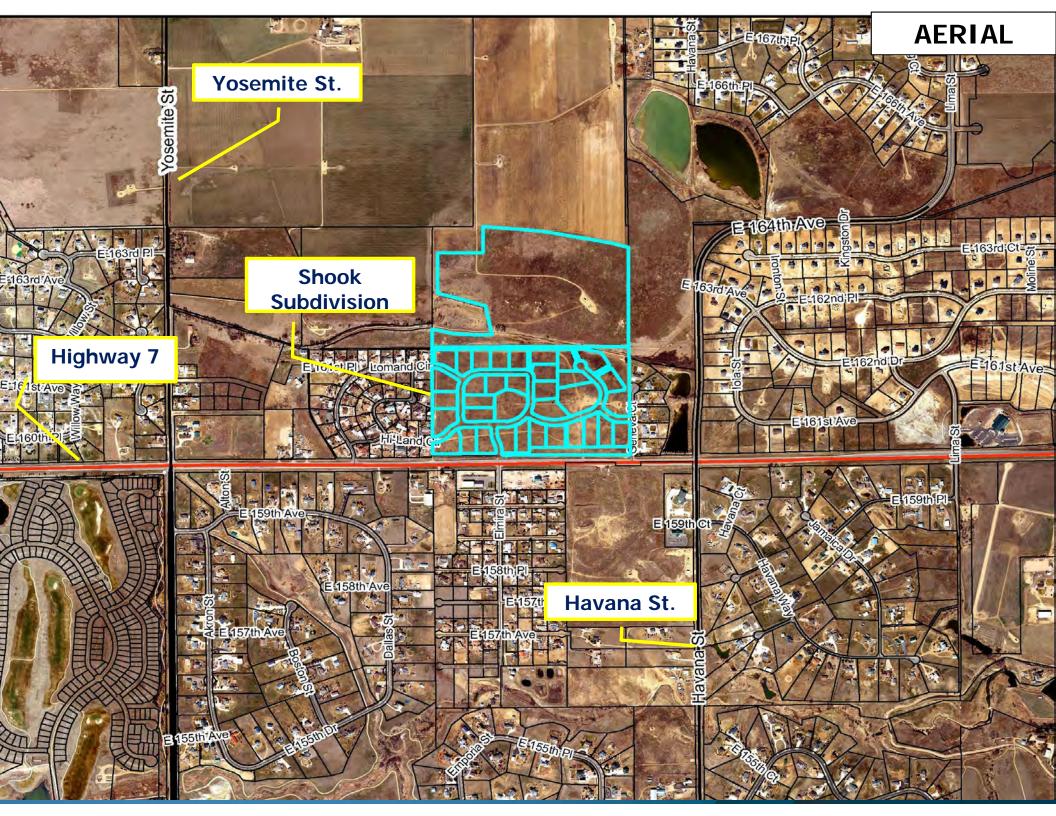
Community and Economic Development Case Manager: Emily Maldonado

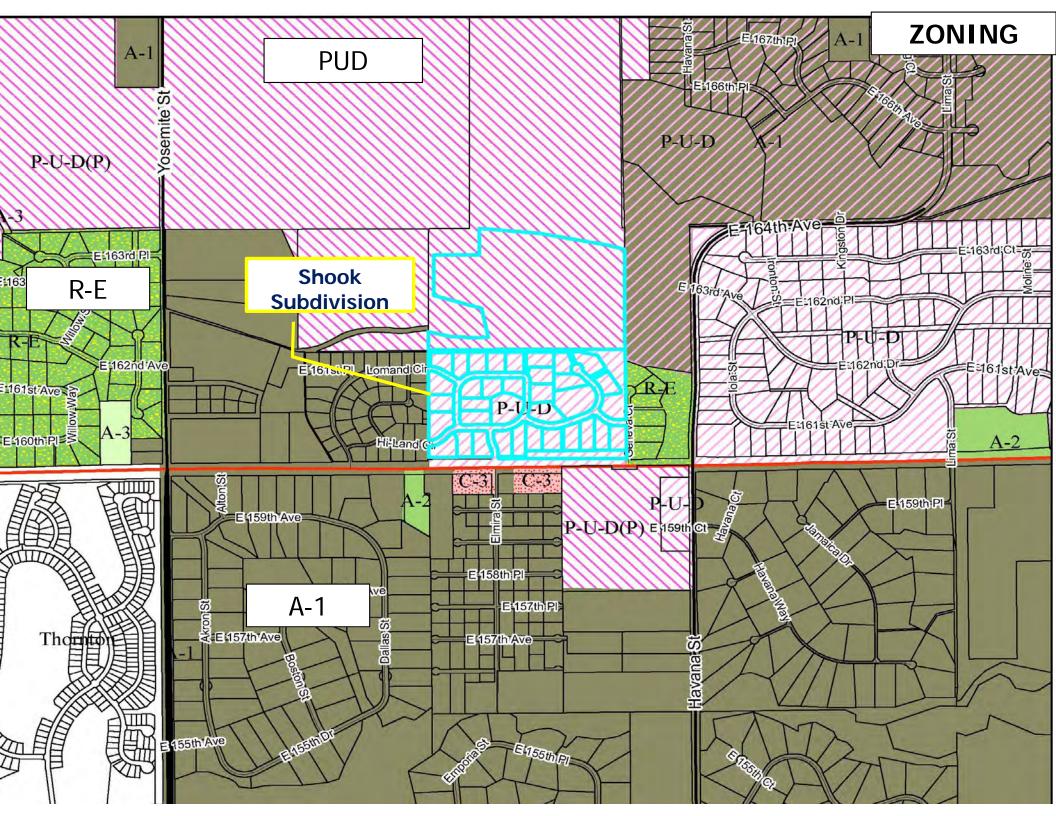
# Request

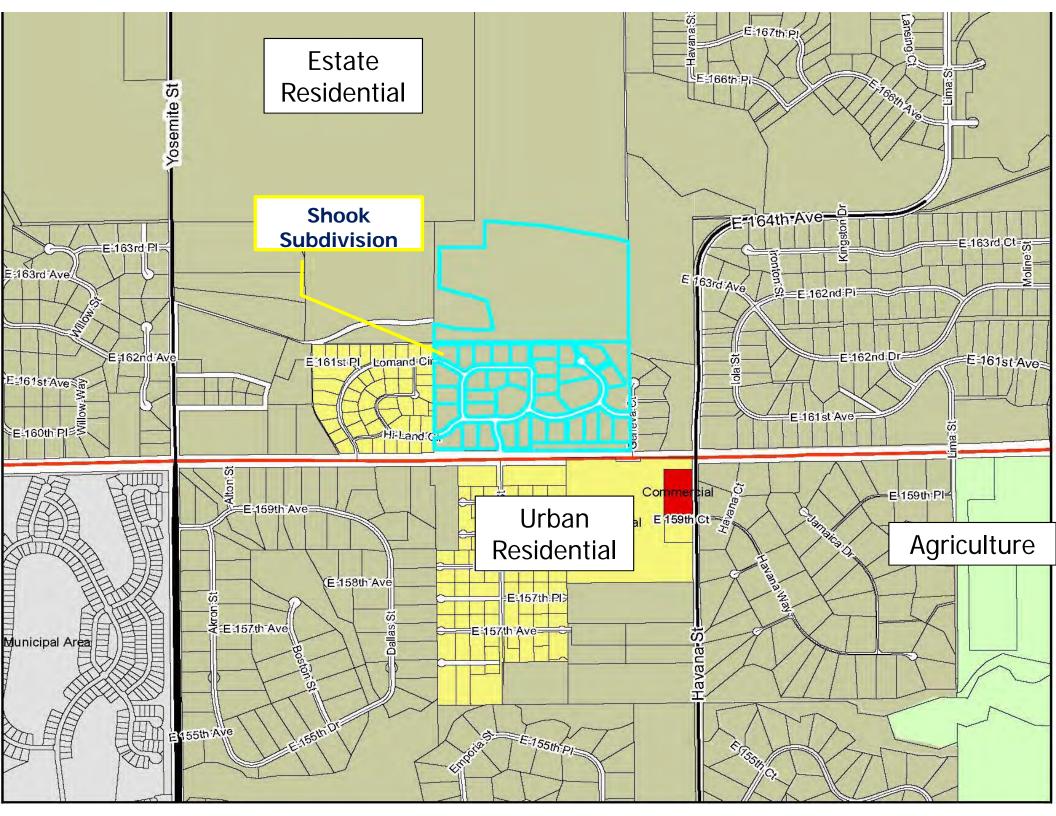
- 1. Major Amendment to Shook Final Development Plan
  - Add 46.5 acres and 32 residential lots
- 2. Replat existing subdivision to create 2 filings
  - Associated subdivision improvements agreements

# Background

- 2002:
  - Todd Creek Village PDP (Mixed-use with 3,255 dwellings)
- 2005:
  - Shook preliminary plat (32 lots)
- 2006:
  - Final plat and FDP approved
- 2018
  - Replat to create 40 lots
  - Amendment to add 46 acres and 32 lots
  - Total of 64 lots







## Final Development Plan

Section 2-02-10-04

- 2<sup>nd</sup> approval required to establish PUD
  - Site specific
  - Final plat and SIA
  - Vested rights, allows construction
- Amendments, Section 2-01-10-02:
  - Allow updates as development progresses
  - Determined as major amendment
  - Review and approval through PC and BOCC
- Criteria for Approval:
  - Consistent with standards and regulations
  - Compatible with existing land use
  - Conform to Comprehensive Plans

## Subdivision Replat

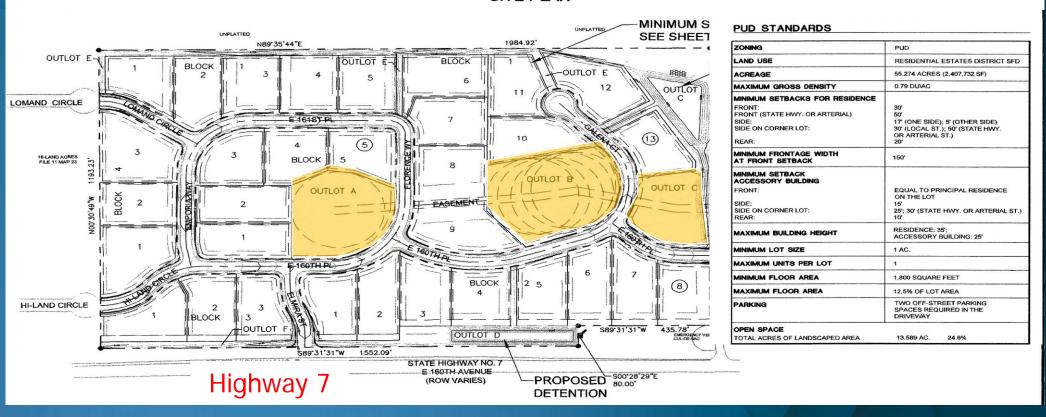
Section 2-02-16-05

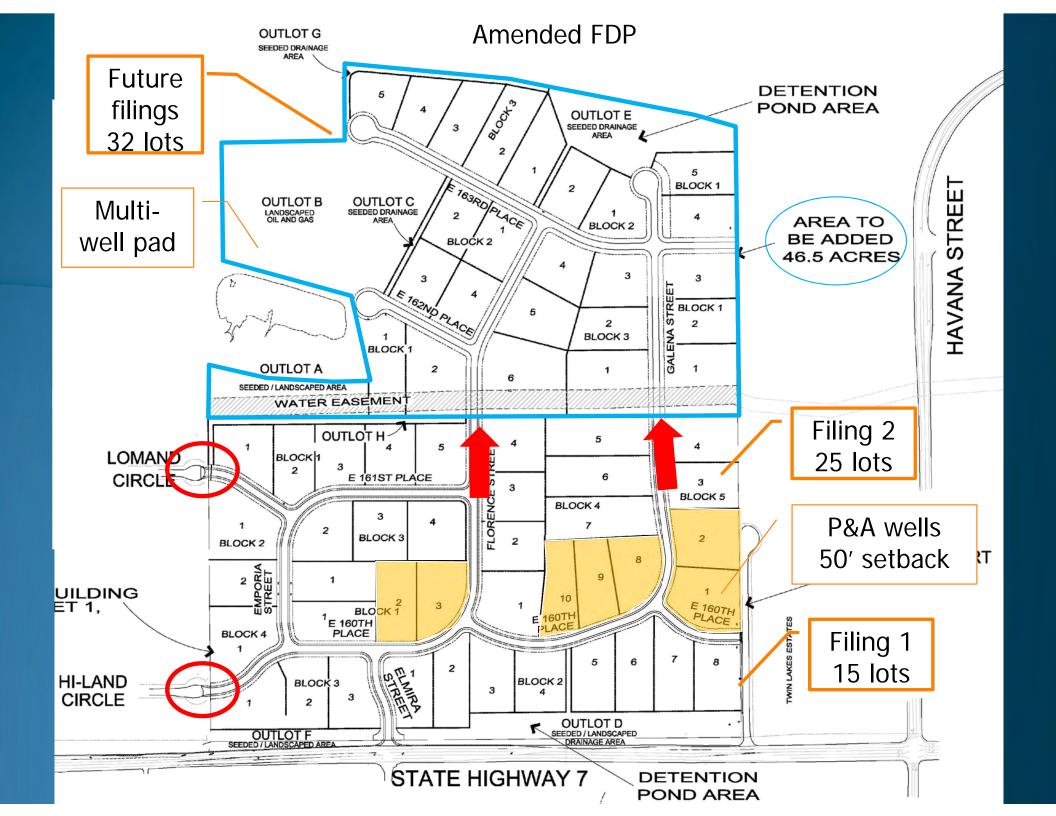
- Substantially alter an existing recorded plat
  - Design, size, public facilities, access, etc.
  - Process as major subdivision
- Create 2 filings
  - Total of 40 lots (currently 32 lots)
  - Outlots on current plat (oil and gas removed) converted to residential
  - Separate SIAs for public improvements
- Criteria for Approval:
  - Consistent with standards and regulations
  - Conforms to subdivision design standards
  - Adequate water, sewer, drainage, public infrastructure

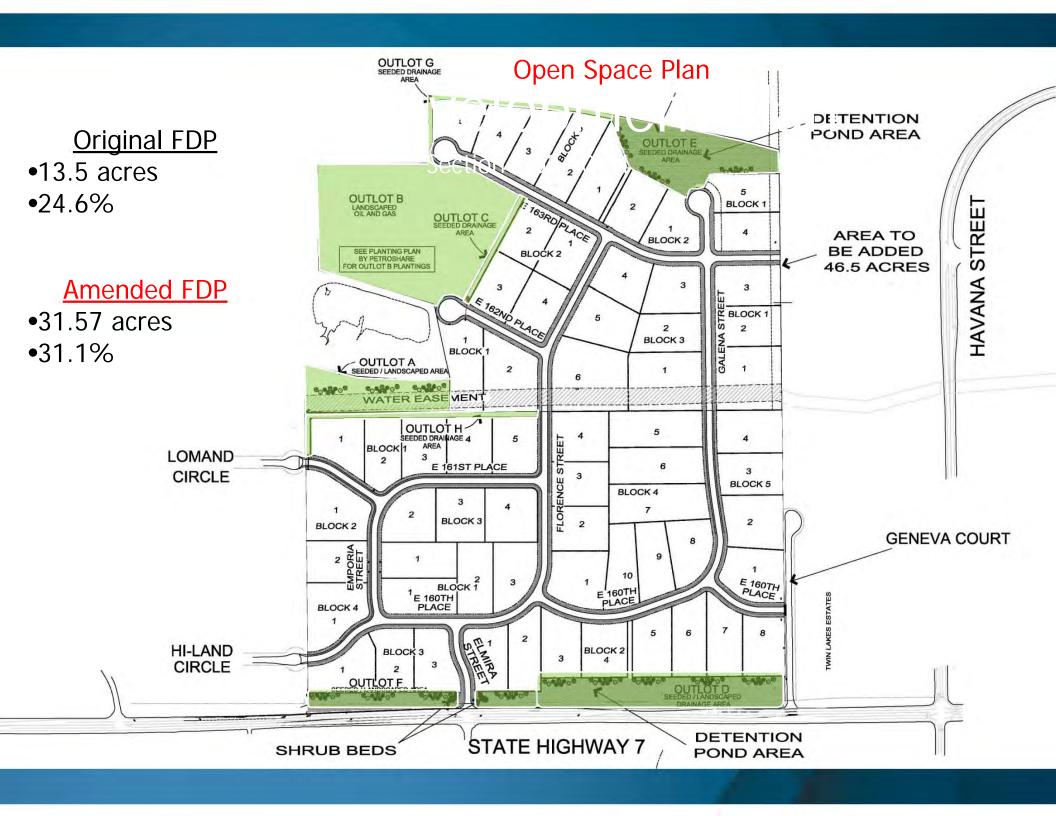
## TODD CREEK VILLAGE SHOOK PROPERTY Planned Unit Development - Final Development Plan

A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS STATE OF COLORADO.

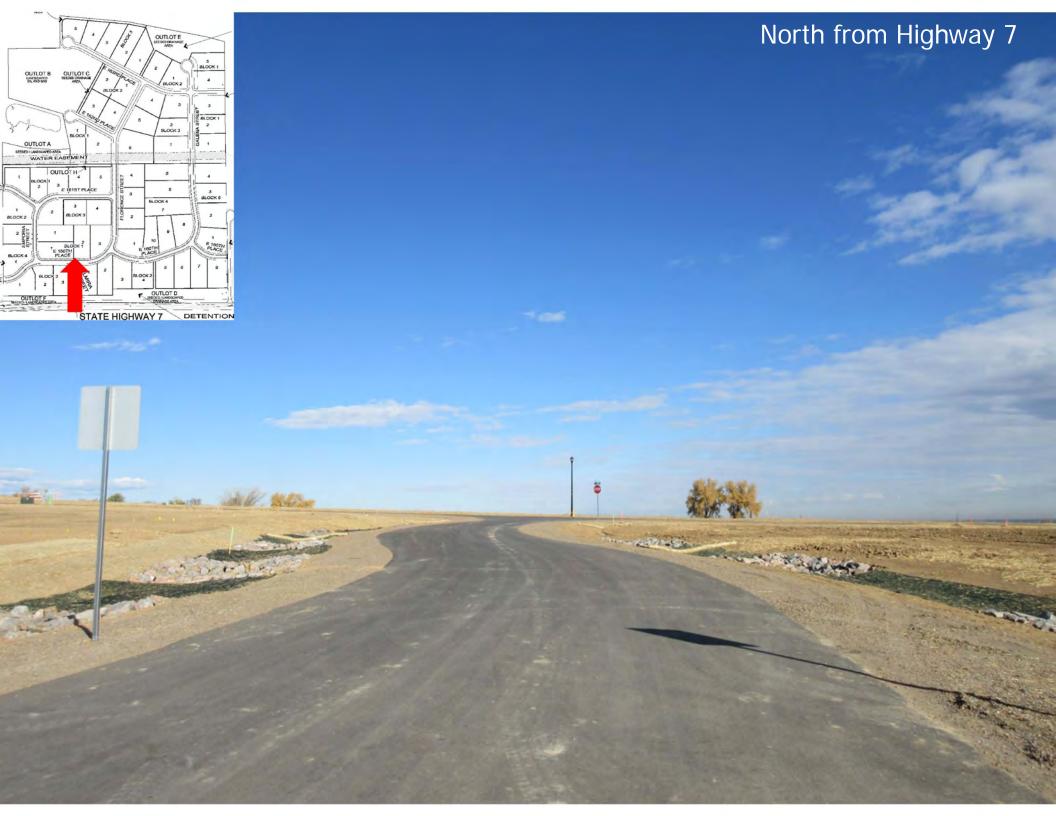
SITE PLAN





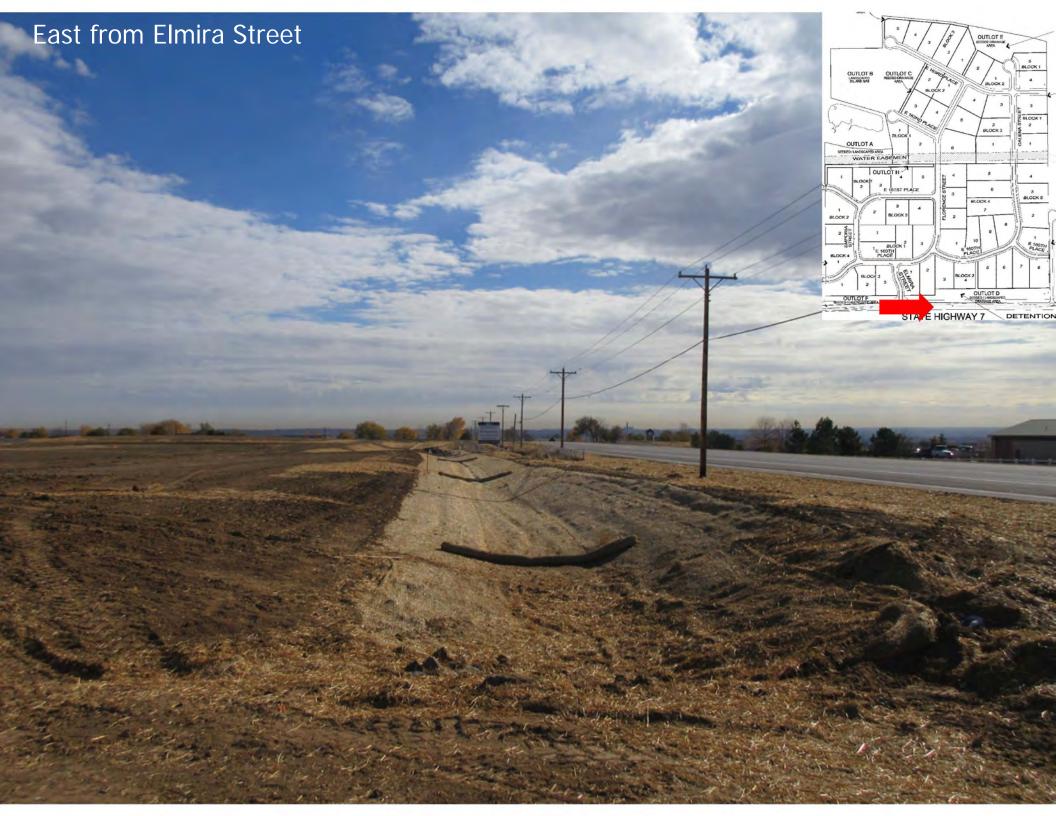














#### Referral Comments

- Comments:
  - CDOT: permit for access to Highway 7
  - Tri-County: OWTS monitoring (Todd Creek Metro)
- No concerns:
  - United Power, Brighton Fire, Geological, Division of Water
- Property Owners and Residents within 700 ft:

| Notifications Sent | Comments Received |
|--------------------|-------------------|
| 193                | 8                 |

Concerns with drainage, traffic signal, turn lanes, connection to Hi-Land Acres

## Summary of Analysis

- Amendment conforms to Comprehensive Plan
- Conforms to PUD and PDP standards
- Complies with standards and regulations
- Complies with subdivision standards
- Adequate water, sewer, drainage, public infrastructure

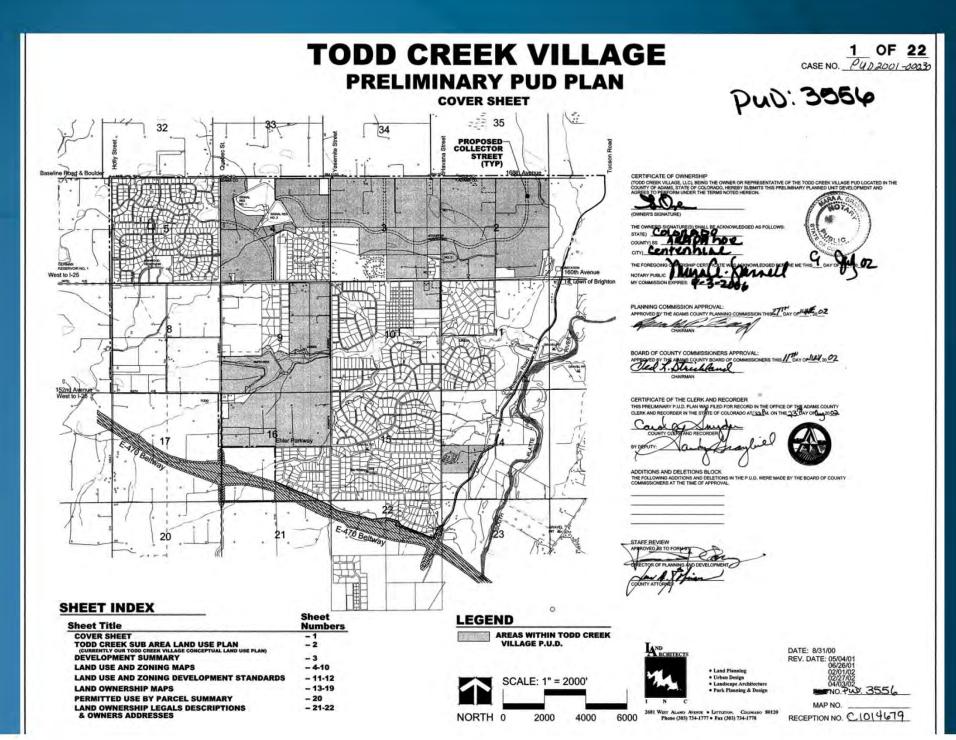
#### PC UPDATE

- November 8, 2018
  - Recommended unanimous approval (7-0) vote
- Discussion:
  - Water provider
  - Lot sizes
  - Connection to future developments
- Public Testimony:
  - Geneva Court
  - Drainage
  - Signal Ditch water rights

# Recommendation PRC2018-00005 Shook FDP Amendment and Replat

PC and Staff recommend Approval based on 15 Findings-of- Fact.

#### PDP



### PDP

